



TOWN OF YEMASSEE PLANNING COMMISSION MEETING

Tuesday, October 3, 2023 - 3:00PM

Yemassee Municipal Complex, 101 Town Cir, Yemassee - Council Chambers

- I. **Call to Order**
- II. **Roll Call**
- III. **Public Comments**
 - a. Every member of the public who is recognized to speak shall address the Chairman and in speaking, avoid disrespect to the Commission, Staff, and other members of the meeting. State your name and address for the record. Comments are limited to Two (2) Minutes.
- IV. **Old Business**
 - a. Approval of the September 5, 2023, Planning Commission Meeting Minutes
- V. **New Business**
 - a. **Stoney Creek at Bindon Plantation (Final Development Plan):** A request by Daniel Keefer of Witmer-Jones-Keefer, Ltd., on behalf of Taylor Development Group, LLC. for approval of a Final Development Plan for the North Phase. The applicant is proposing the development of twenty (20) large tract residential lots, common community amenities and associated infrastructure. The properties are zoned Planned Unit Development (PUD) and consists of 1,319ac +/- located on Laurium Dr, Trask Pkwy & Upland Pines Drive in Beaufort County and further identified by Beaufort County TMS: R710 012 000 0003 0000, R710 012 000 0002 0000 and R710 012 000 001A 0000. **(DPLN-07-21-1034)**
 - b. **Carolina Country Homes (Zoning Map Amendment / Initial Presentation):** A request from Matt McCauley, on behalf of Carolina Country Homes, Inc., for consideration of a Zoning Map Amendment. The applicant is seeking to rezone two parcels of land totaling at the intersection of Yemassee Hwy and Cochran St within Hampton County from their current zoning designation of Office Commercial District (OCD) to Regional Commercial District (RCD) to support the development of a model home park and business office. The parcels are further identified by Hampton County TMS: 198-00-00-042 and 198-00-00-289 **(ZONE-09-23-1083)**
 - c. **LNC Holdings (Zoning Map Amendment / Initial Presentation):** A request by Dan Ball, on behalf of LNC Holdings, LLC., for consideration of a Zoning Map Amendment. The applicant is seeking to rezone one parcel of land totaling 8.00 acres located at 100 Jinks Street from its current zoning designation of Residential ½ Acre (R2A) to Office

“FOIA Compliance – Public notification of this meeting has been published and posted in compliance with the Freedom of Information Act and the Town of Yemassee policies.”

Commercial District (OCD) for development of a landscaping laydown yard. The parcel is further identified by Hampton County TMS: 204-01-01-018 (**ZONE-09-23-1084**)

- d. 18 Lacey St (Zoning Map Amendment / Initial Presentation):** A request by Michelle B. Hagan, for consideration of a Zoning Map Amendment. The applicant is seeking to rezone one parcel of land totaling 1.00 acres located at 18 Lacey St from its current zoning designation of Residential ¼ Acre (R4A) to General Residential (GR). The property is further identified by Hampton County TMS: 204-01-05-006 (**ZONE-09-23-1088**)

VI. Adjournment

Colin J. Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Administrator



Council Members
Alfred Washington
Stacy Pinckney
David Paul Murray

Committee / Commission Agenda Item

Subject: Approval of the September 5, 2023, Planning Commission Meeting Minutes

Submitted by: Matthew Garnes, Staff Liaison to Committee

Attachments:

	Ordinance		Resolution		Other
√	Support Documents	√	Motion		

Summary: Review and adoption of minutes of the September 5, 2023, Planning Commission Meeting.

Recommended Action: If no additions, corrections, or modifications, staff request adoption of the minutes as presented.

Committee Action:

- Approved as Recommended
- Approved with Modifications
- Disapproved
- Tabled to Time Certain
- Other

Town of Yemassee
Planning Commission Meeting Minutes
September 5, 2023 / 3:00PM
Yemassee Municipal Complex, 101 Town Cir, Yemassee, SC 29945-3363

Present: Ethel Denmark, Joe Riley, Sharon Mansell, Jay Holloway, and Adonis Riley

Absent:

Staff Present: Matthew Garnes, Town Administrator

Media Present: Lowcountry Inside Track, Ltd.

Call to Order:

The Town of Yemassee Planning Commission meeting was called to order at 3:07 PM by Chairman Adonis Riley.

Roll Call:

All the members were present.

Determination of Quorum:

Quorum satisfied.

No Public Comment

Old Business:

Chairman Riley read the draft minutes of the August 1, 2023, Planning Commission meeting minutes and asked if there were any questions or comments regarding the minutes as presented. Ms. Sharon Mansell made a motion to approve as presented, second by Mr. Joe Riley. **All in favor, Motion Passed. Minutes approved.**

New Business:

Richard & Michelle Hagan (Use Approval): Chairman Riley read a request for a Use Approval for the issuance of a building permit for a proposed freestanding ice vending machine located at 281 U.S. Highway 17A in Hampton County and further identified by Hampton County TMS: 204-01-05-008. Chairman Riley asked Mr. Garnes to provide some background on the request. Mr. Garnes introduced Mr. Richard Hagan who was in the audience. Mr. Garnes advised the property in question is just north of the applicant's residence on U.S. Highway 17A with the parcel having one empty block building on it that the applicant would demolish if the use is approved. The parcel is zoned Mixed Use (MU) pursuant to the Town of Yemassee Zoning Ordinance and is within the boundaries of the Highway Corridor Overlay District (HCOD) and is subject to the requirements of Section 5.17 of the Zoning Ordinance. Mr. Garnes acknowledged that the Mixed Use designation encompasses a wide array of uses from residential, commercial occupancies with an emphasis on having those uses in close proximity to one another to foster a sense of community. Mr. Garnes stated that the Ordinance is silent on the topic of an Ice Vending machine and there is wording within the Mixed Use chapter that appears to have been drafted as a "catch all", which permits uses not specifically mentioned if the Community Development Director (Town Administrator), or Planning Commission deem it acceptable. Mr. Garnes did not want to make the determination for

this case on the staff level and deferred to the Planning Commission. Mr. Garnes did support the requested use with the caveat being that the concerns about egress and ingress onto the property be addressed and formalized prior to permit issuance. Ms. Denmark asked Mr. Hagan if the machine would be open 24/7 to which he advised it would be. Mr. Holloway inquired as to the provisioning of utilities. Mr. Hagan advised that there is an existing water meter from LRWS on site and the building was previously connected to sewer. Dominion Energy has a service line directly in front of the location and natural gas is not desired for this project. Ms. Denmark made a motion to approve the use with the request that the egress and ingress is addressed as to not adversely affect traffic patterns on US 17A prior to permit issuance. Second by Ms. Mansell. **All in favor, Motion passed unanimously.**

Riveted, LLC. Campground (Conditional Use Approval): Chairman Riley read the request submitted by Charlotte Reeves on behalf of Riveted, LLC, for consideration of a Conditional Use approval. The applicant is seeking to develop a boutique campground, which is a Conditional Use under the existing zoning designation of Regional Commercial District. The parcel is located at 105 Le Creuset Rd in Beaufort County, and further identified by Beaufort County TMS: R710 001 000 0037 0000. Chairman Riley asked Mr. Garnes to present. Mr. Garnes began by providing background on how we got to this point with the re-zoning. This is now the final step for the applicant before she can submit plans and apply for a permit. The applicant, Ms. Reeves, detailed the amenities that are planned for the site including a saltwater pool, pickleball court and an abundance of open space. Mr. Garnes informed the Commission that the applicant and Town Staff have been in communication with Engineering from LRWS to discuss the most efficient way to provision water and sewer services to this parcel, which is not currently served. Town Ordinance requires all campgrounds to be connected to Water & Sewer. Mr. Holloway made the motion to approve the Conditional Use as presented. Second by Mr. Joe Riley. **All in favor, Motion passed unanimously.**

River Road Sewer Extension & Upgrades (Public Project Application): Chairman Riley read a request by the Town of Yemassee, on behalf of the Lowcountry Regional Water System (LRWS), for approval of a Public Project Application. The applicant is seeking to install an alternative sewer system including individual grinder pumps and a common force main to serve six (6) homes on River Road and one (1) industrial customer on River Rd in Beaufort County, the abandonment of existing septic tanks and the installation of two Remote Terminal Units (RTU's) including radio equipment to allow the two (2) existing pump stations on Guess Drive to be monitored as part of the LRWS existing SCADA system. Mr. Garnes advised the Commission that Ms. Kari Foy, Engineer for LRWS was in attendance. Mr. Garnes advised that as set forth in Chapter 6, Section 6-29 within the Code of Ordinances of the Town of Yemassee, South Carolina, the applicants are submitting a Public Project Application for an expansion or modification of utility infrastructure. The Ordinance sets a goal of ensuring that the proposed project is consistent with the spirit and intent of the Town while ensuring the Town Council, residents, and business owners have ample opportunity for feedback on the proposed project any that any questions regarding the project are answered. Mr. Garnes stated this was the first Public Project to appear in front of this body.

Mr. Garnes provided some background on the existing utility infrastructure. The water and wastewater infrastructure within the Town of Yemassee is owned and operated by the Lowcountry Regional Water System (LRWS). LRWS inherited the infrastructure from the Town of Yemassee Water Department in 2013 when the utility consortium formed. LRWS is the franchised water and wastewater provider in the Town of Yemassee and has been since its inception. The infrastructure that was in place was installed over the course of almost four decades and was not uniform and much of the original infrastructure was in place. Over time, through both municipal grants and LRWS funded projects, the system has seen significant upgrades. Town Staff routinely

communicate with management of the Lowcountry Regional Water System and discuss areas of concern as well as review potential grant opportunities to improve the infrastructure and resiliency of the network as well as improve the quality of life for residents and business owners.

An opportunity identified was identified this Spring by Town Staff to potentially fund a project within Beaufort County that would address several critical issues while minimizing the potential for groundwater contamination after a failing septic tank or old sewer lines. The Beaufort County Council created a "Good Neighbor Fund" project which was to be funded off American Rescue Plan (ARP) funding that the County government received. The formula determined earmarked the Town of Yemassee approximately \$500,000.00 for ARP qualified projects such as infrastructure with the requirement being the projects must benefit and be within Beaufort County.

The County required each municipality in the County (Hilton Head Island, Bluffton, Hardeeville, Beaufort, Port Royal & Yemassee) to submit a formal request for funding for review at the Committee level at the County first, followed by County Council. The Town of Yemassee requested and subsequently received two tranches of funding through this program including this sewer extension and the Castle Hall Sidewalk Project. The project has no local match required from the municipality and the primary requirements are that the project be completed by the date dictated by the Federal Government ARP program and that the project will be subject to periodic grant monitoring by Beaufort County, as each municipality is a subrecipient of grant funds.

LRWS currently has limited water and wastewater infrastructure within Beaufort County and is limited to the infrastructure that was inherited from the Town when its water department was transferred. Water and wastewater serve both the Beaufort Housing Authority (Yemassee Heights) development and Alpha Genesis on Castle Hall Rd. On Guess Drive, the former industrial park properties are served by both water and sewer and host the only two lift stations owned by LRWS in Beaufort County. Finally, water and sewer service serve the Vetrostone plant at 108 River Road and water serves some residential areas on River Road from the county line to Guess Drive.

As the Town of Yemassee is the subrecipient of the funds, the Town will issue RFP's / Solicitations and receive invoices and pay out invoices due. Technical review will be completed jointly with LRWS Engineering and Management staff. The Town has issued an RFP for Engineering Services for the project with sealed bids due by September 21, 2023. Ms. Foy then spoke on some of the technical aspects of the project. Mr. Jay Holloway made the motion to approve the Public Project as presented and to forward it to Town Council for final approval. Second by Ms. Sharon Mansell.

All in favor, motion passed unanimously.

Adjournment:

Chairman Riley asked for a motion to adjourn the meeting. Motion by Mr. Jay Holloway. Second by Mr. Joe Riley. All in favor, the meeting was adjourned at 4:08PM.

Recommended Motion

(September 5, 2023, Planning Commission Meeting Minutes)

“I make the motion to.

- ***Approve***
- ***Approve w/ Additions***
- ***Approve w/ Corrections or Modifications***

***The minutes of the September 5, 2023,
Planning Commission Meeting”***

Colin J. Moore
Mayor

Peggy Bing-O'Banner
Mayor Pro Tempore

Matthew Garnes
Town Administrator



Council Members
 Alfred Washington
 Stacy Pinckney
 David Paul Murray

Committee / Commission Agenda Item

Subject: A request by Daniel Keefer of Witmer-Jones-Keefer, Ltd., on behalf of Taylor Development Group, LLC. for approval of a Final Development Plan. The applicant is proposing the development of twenty (20) large tract residential lots, common community amenities and associated infrastructure. The properties are zoned Planned Unit Development (PUD) and consists of 1,319ac +/- located on Laurium Dr, Trask Pkwy & Upland Pines Drive in Beaufort County and further identified by Beaufort County TMS: R710 012 000 0003 0000, R710 012 000 0002 0000 and R710 012 000 001A 0000. (DPLN-07-21-1034)

Submitted by: Matthew Garnes, Staff Liaison to Committee

Attachments:

	Ordinance		Resolution	√	Other
√	Support Documents	√	Motion		

Summary: The applicant is seeking approval of a Final Development Plan for the Stoney Creek at Bindon Plantation development in Sheldon. Previously, this request was approved as a Preliminary Development Plan in 2021.

Recommended Action: Staff recommend approval of the Final Development Plan as presented and request it be forwarded to the Town Council for consideration.

Committee Action:

- Approved as Recommended
- Approved with Modifications
- Disapproved
- Tabled to Time Certain
- Other

Stoney Creek at Bindon Plantation Final Development Plan

Attachments

Attachment Identifier	Attachment Title
Attachment A	Transmittal Letter from Witmer-Jones-Keefer
Attachment B	Final Development Plan Application
Attachment C	Project Details from Town
Attachment D	Project Narrative
Attachment E	Site Development Plan
Attachment F	Final Development Plan Exhibit and Drawings
Attachment G	Site Rendering
Attachment H	North Phase Final Rendering
Attachment I	Community Covenants and Restrictions
Attachment J	Stoney Creek at Bindon Architectural Standards & Design Guide
Attachment K	Intent to Serve Letter – Dominion Energy
Attachment L	Intent to Serve Letter – BJWSA
Attachment M	LRWS Water & Sewer Availability Request Form
Attachment N	Sheldon Township Fire Approval
Attachment O	SCDHEC Permit to Construct
Attachment P	Bindon Plantation Conservation Easement
Attachment Q	Preliminary Development Plan Approval 2021



Staff Report Administration



Meeting Date:	October 3, 2023
Project:	Stoney Creek at Bindon Plantation Final Development Plan DPLN-07-21-1034
Project Manager:	Matthew E. Garnes Town Administrator

Request: The applicant, Daniel Keefer, of Witmer-Jones-Keefer, Ltd., on behalf of Taylor Development Group, LLC., is seeking approval of a Final Development Plan. The applicant is proposing the development of twenty (20) large residential lots, common community amenities and associated infrastructure. The properties are zoned Planned Unit Development (PUD) and consists of 1,319ac +/- located on Laurium Drive, Stoney Creek Cemetery Rd, Trask Pkwy, and Upland Pines Drive in Beaufort County, and further identified by Beaufort County TMS: R710 012 000 0003 0000, R710 012 000 001A 0000 and R710 012 000 0002 0000.

Introduction: As set forth in Chapter 11, within the Code of Ordinances of the Town of Yemassee, South Carolina, the applicants are submitting a Final Development Plan application. The Ordinance establishes site design and performance standards for all development within the Town to ensure new development is functional, an asset to the community, and in keeping with the general nature of the Town.

Background: Bindon Plantation is comprised of 1,300 acres within the Sheldon community in Beaufort County and sits on the banks of the Pocotaligo River. Bindon Plantation was annexed into the Town of Yemassee in 2006, via the 100% Petition and Ordinance method and concurrently negotiated a Development Agreement with the Town to establish a Planned Unit Development with an allocated density of up to 1,300 single-family dwellings and 450,000sqft of commercial space. Hollingsworth Fund, the owner at the time, foreclosed on the property during the housing crisis of the late 2000's.

In 2011, Beaufort County in partnership with the Beaufort County Open Land Trust secured a conservation easement on the entire property which limited any development to no more than twenty (20) single-family dwellings and no commercial space. The plantation remained dormant until it was listed for sale in 2020.

Taylor Development Group purchased Bindon Plantation and met with Town Staff to outline the applicants' goals for the development and to establish a timeline for applications and development alike. The Preliminary Development Plan application was submitted in 2021 and approved by the Town Council with conditions in September of



Staff Report Administration



2021. The new owner has completed significant clearing activities and created road infrastructure in hopes that upon receiving final development plan approval, work could begin swiftly.

Since the approval of the Preliminary Development Plan, the following applications have been completed and approved by the Town for Bindon Plantation.

Application/Permit No	Type	Notes
PLAT-12-21-1065	Exempt Plat Application	Recording of new boundary survey of entire Plantation.
STRT-12-22-1115	Street Naming Application	Street name approval for North and South Phase.

Existing Conditions:

The proposed development will be constructed in two phases with the Stoney Creek serving as a natural buffer between the “North” phase and “South” phase. Both phases shall have a dedicated resident / visitor entrance and a separate service gate and for emergency access. Tree cover is predominantly comprised of upland pine plantations, pine flatwoods, and mixed hardwoods. The preserved wetland area is comprised of mixed hardwoods, maples, and sweet bays. Throughout the property, there are a handful of specimen trees as identified within Chapter 11. The boundary, tree, and topographic surveys provide detailed information regarding the existing conditions of the property.

Site Design and Development Standards:

Architectural guidelines and restrictive covenants, developed by Taylor Development Group, will set standards for design and construction materials, and will meet or exceed the Town of Yemassee Zoning and Development Standards Ordinance (DSO). Applicable site design standards shall be set forth under the Development Plan. The applicant intends to responsibly exercise the design functions entrusted to the applicant as the private developer under the Development Plan.

Additionally, the community will establish an internal Design Review Board (DRB) to process and review new structures, additions, remodels, or any material change to the properties.

Building setbacks and heights will be dictated by the declarant and shall conform to the appropriate life safety regulations.

Stormwater Management:



Staff Report

Administration



Considering the limited amount of disturbance, the developer will address Stormwater thru on-site Best Management Practice (BMP) mitigation methods including rain gardens, roadside bioswales and prior to being released to area surface waters or wetlands.

Utility Services:

- **Potable Water Distribution:** Potable water will be provided by private wells on individual lots. The applicant conducted research into the feasibility of connecting to nearby public water systems and both Beaufort-Jasper Water & Sewer Authority (BJWSA) and the Lowcountry Regional Water System (LRWS) nearest infrastructure was greater than two miles from the project.
- **Wastewater Collection:** Wastewater collection will be provided by private conventional septic systems on each lot. The applicant conducted research into the feasibility of connecting to nearby public water systems and both Beaufort-Jasper Water & Sewer Authority (BJWSA) and the Lowcountry Regional Water System (LRWS) nearest infrastructure was greater than two miles from the project.
- **Power Supply and Service:** In accordance with franchise agreements approved by the Yemassee Town Council, Bindon Plantation is within the Dominion Energy service district. Service will be extended as development progresses. Development Plan approval does not amend any rights provided to a landowner by the Public Service Commission or South Carolina.
- **Telecommunication Service:** The applicant is coordinating its plans with licensed and franchised telecommunication service providers in the project area. Telecommunications infrastructure will include voice, data, and video facilities. Service will be extended and activated as development progresses. Development Plan approval does not amend any rights provided to a landowner by the Public Service Commission or South Carolina.
- **Fire Protection:** The community is within the Sheldon Township Fire District jurisdiction. Fire protection will be provided by dry hydrants to be installed in proposed ponds located throughout the development and in coordination with the Fire Marshall or his designee.

Proposed Streets:

In December 2022, the applicant submitted a Street Naming Application for the development which was reviewed by Staff and subsequently approved by the Planning Commission. The street names “Laurium Drive” and “Upland Pines Drive” were assigned to the development. The proposed internal street layout is shown in the Final Master Plan (Exhibit C). Road surfaces will be stabilized gravel to meet requirements for



Staff Report

Administration



emergency vehicle access. Asphalt entry aprons are proposed for the entry points off Trask Pkwy (US-17). Roads and Rights of Ways will be privately owned and maintained by the Property Owner's Association, or other entity assigned with legal responsibility.

Traffic Assessment:

Due to the limited scope of the development, a Traffic Impact Analysis was not required.

Review Criteria & Analysis:

The Planning Commission is required to consider criteria established within Chapter 11, including Section(s) 11-88, 11-89, 11-90, 11-91, 11-93, 11-95, 11-96 and 11-100.

Section	Findings
11-88. Does the developer demonstrate through design and the use of private property restrictions and covenants appropriate lot sizes, setbacks, and separation?	Yes, the developer is limited to the maximum density as established in the Conservation Easement held by the Beaufort County Open Land Trust.
11-89. Has the developer identified methods for provisioning basic services within the proposed development?	Yes, the project will be served completely by private well and septic, Dominion Energy has provided an intent to serve letter for electrical service. Fire Protection will be provided by the Sheldon Township Fire District and Emergency Medical Services will be furnished by Beaufort County EMS. The Yemassee Police Department will provide law enforcement services as needed.
11-90. Has the developer outlined the boundaries of the individual parcels within the development?	Yes. The applicant has provided a subdivision plat outlining parcel sizes and setbacks to include river buffers. (See attached)
11-91. Has the developer provided a satisfactory stormwater management plan?	Yes. The applicant has provided an SWPP.
11-93. Has the developer provided a satisfactory landscaping plan?	Yes, the developer has provided a landscaping plan that exceeds the requirements within the Development Standards Ordinance.
11-95. Does the proposed site density conform to the base zoning designation?	Yes. The property is zoned Planned Unit Development and density is furthermore regulated by the Conservation Easement.



Staff Report Administration



11-96. Are the Open Space requirements satisfied?	Yes. The Conservation Easement is far stricter than the Town Development Standards Ordinance.
11-100. If the project is within a special district, is the proposed development in conformance.	Yes. The Conservation Easement provides an added layer of protection against non-conforming or inappropriate uses.

Town Staff Recommendation:

Town Staff finds that the requirements outlined within the Zoning and Development Standards Ordinance are satisfied and recommends that the Planning Commission provide recommendation of approval to the Town Council for the Stoney Creek at Bindon Final Development Plan.



TRANSMITTAL

TO: Matthew Garnes
Town Clerk
101 Town Cir
Yemassee, SC 29945-3363
Office: (843) 589-2565 Ext. 3

CC: Chris Ramm; Ryan Lyle

FROM: Dan Keefer

SUBJECT: Stoney Creek (Bindon Plantation) Final Development plan (North)

DATE: 9-8-23

Matthew,

Please see attached following plans for Final Development Plan submittal (2 copies total):

1. Development Plan application (note pending stormwater item)
2. Project Narrative and supporting exhibits
3. Subdivision Plat
4. Final landscape development plans
5. Final Engineering plans
6. DHEC septic permits (lots 1-10)

Final OCRM permit is under review which is necessary to obtain the DOT permit.

Please email or call with questions or if you need additional copies.

Thank you,

A handwritten signature in black ink that reads "Daniel P. Keefer". The signature is written in a cursive, slightly slanted style.


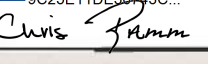
Dan Keefer

23 Promenade St., Suite 201
Bluffton, SC 29910
Tel: 843.757.7411



TOWN OF YEMASSEE DEVELOPMENT PLAN APPLICATION

Yemassee Municipal Complex
101 Town Circle
Yemassee, SC 29945-3363
(843) 589-2565 Ext. 3
www.townofyemassee.org

Applicant		Property Owner	
Name: Taylor Development Group, LLC		Name: Taylor Development Group, LLC	
Phone: 336-794-1723 / 336-414-0606		Phone: 336-794-1723	
Mailing Address: 4505 Country Club Road, Suite 220, Winston-Salem, NC 27104		Mailing Address:	
E-mail: Chris.Ramm@TaylorCompanies.us		E-mail:	
Town Business License # (if applicable):			
Project Information			
Project Name: Stony Creek at Bindon Plantation	<input type="checkbox"/> Preliminary	<input checked="" type="checkbox"/> Final	
Project Location: 124 Trask Parkway, Yemassee, SC	<input type="checkbox"/> New	<input type="checkbox"/> Amendment	
Zoning District: PUD	Acreage: 1319+-		
Tax Map Number(s): (1) R710 012 000 0003 0000 (2) R710 012 000 0002 0000 (3) R710 012 000 001A 0000			
Project Description: The creation of 20 large tract residential lots and the remaining property will be upland hunting woods for the use of the residents and members. Final submittal for Stony Creek North			
Minimum Requirements for Submittal			
<input checked="" type="checkbox"/> 1. Two (2) full sized copies and digital files of the Preliminary or Final Development Plans. <input checked="" type="checkbox"/> 2. Project Narrative and digital file describing reason for application and compliance with the criteria in the Development Standards Ordinance <input checked="" type="checkbox"/> 3. All information required on the attached Application Checklist. <input checked="" type="checkbox"/> 4. An Application Review Fee as determined by the Town of Yemassee Schedule of Rates & Fees			
Note:	A Pre-Application Meeting is required prior to Application submittal.		
Disclaimer:	The Town of Yemassee assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.		
I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property. As applicable, I authorize the subject property to be posted and inspected.			
Property Owner Signature:	<small>DocuSigned by:</small> 	Date:	9/8/2023
Applicant Signature:	<small>DocuSigned by:</small> 	Date:	9/8/2023
<small>9C25E11DE36743C...</small> For Office Use			
Application Number:		Date Received:	
Received By:		Date Approved:	



TOWN OF YEMASSEE DEVELOPMENT PLAN APPLICATION PROCESS NARRATIVE

The following Process Narrative is intended to provide Applicants with an understanding of the respective application process, procedures and Development Standards requirements for obtaining application approval in the Town of Yemassee. While intended to explain the process, it is not intended to repeal, eliminate or otherwise limit any requirements, regulations or provisions of the Town of Yemassee Zoning Ordinance or the Town of Yemassee Development Standards Ordinance (DSO). Compliance with these procedures will minimize delays and assure expeditious application review.

Step 1. Pre-Application Meeting	Applicant & Staff
Prior to the filing of a Preliminary Development Plan Application, the Applicant is required to consult with the Town Clerk at a Pre-Application Meeting for comments and advice on the appropriate application process and the required procedures, specifications, and applicable standards required by the DSO.	
Step 2. Application Check-In Meeting - Preliminary Development Plan Submission	Applicant & Staff
Upon receiving input from Staff at the Pre-Application Meeting, the Applicant may submit a Preliminary Development Plan Application and required submittal materials during a mandatory Application Check-In Meeting where the Town Clerk and Building Official will review the submission for completeness.	
Step 3. Review by Town Council	Staff
If the Town Clerk determines that the Preliminary Development Plan Application is complete, it shall be forwarded to the Town Council for a public hearing.	
Step 4. Town Council Preliminary Development Plan Review	Applicant & Staff
A public meeting shall be held with the Applicant to review the Staff Report and discuss the application. The Town Council shall review the Preliminary Development Plan Application for compliance with the criteria and provisions in the DSO. The Applicant will be directed to address comments, if any, and resubmit the application materials. If applicable, upon resubmittal, the application materials will be reviewed for compliance with the Staff Report. The Town Council may approve, approve with conditions, or deny the application based on whether or not the application is in compliance with the DSO. A Preliminary Development Plan Application approval shall authorize the Applicant to prepare a Final Development Plan Application for administrative review and approval.	
Step 5. Application Check-In Meeting - Final Development Plan Submission	Applicant & Staff
The Applicant shall submit the completed Final Development Plan Application and required submittal materials during a mandatory Application Check-In Meeting where the Town Clerk will review the submission for completeness.	
Step 6. Secondary Review by Town Clerk & Building Official	Staff
If the Town Clerk determines that the Final Development Plan application is complete, it shall be jointly reviewed with the building official and County staff. Staff will prepare written comments for review with the Applicant.	
Step 7. Final Development Plan Review	Applicant & Staff
A public meeting shall be held with the Applicant to review the Staff Report and discuss the application. The Town Council shall review the Preliminary Development Plan Application for compliance with the criteria and provisions in the DSO. The Applicant will be directed to address comments, if any, and resubmit the application materials. If applicable, upon resubmittal, the application materials will be reviewed for compliance with the Staff Report. The Town Council may approve, approve with conditions, or deny the application based on whether or not the application is in compliance with the DSO and staff comments.	
Step 8. Issue Final Development Permit	Staff
If the application is in compliance with the DSO, Preliminary Development Plan approval, and, if all comments are addressed, the Town Clerk shall issue the Final Development Permit.	



TOWN OF YEMASSEE DEVELOPMENT PLAN APPLICATION CHECKLIST

In accordance with the Town of Yemassee Development Standards Ordinance, the following information shall be included as part of a Development Plan application submitted for review. Depending on the proposal, the amount and type of documentation will vary. This checklist is intended to assist in the provision of the minimum documentation necessary to demonstrate compliance with the DSO. Upon review of the submitted application by Town Staff, additional information may be required. The use of this checklist by Town Staff or the Applicant shall not constitute a waiver of any requirement contained in the DSO. Applicants are encouraged to work closely with Town Staff in preparing any application prior to submittal.

Prelim Plan	Final Plan	NOTE: Depending on the activities proposed, Development Plan documentation will vary. At minimum, each plan must contain the General Information and Site & Existing Conditions Documentation in addition to information required for the other specific activities listed below, as applicable. Please contact Town Staff for questions and additional information.
General Information.		
x	x	1. Name and address of property owner(s) and applicant.
x	x	2. If the applicant is not the property owner, a letter of agency from the property owner authorizing the applicant to act on behalf of the property owner.
x	x	3. A detailed narrative describing the existing site conditions and uses, proposed development, proposed uses and activities that will be conducted on the site, statement of conformance with the DSO, description of any energy conservation or green technologies proposed on the site, the maintenance responsibility of any common or public areas, and publically dedicated improvements to be completed.
x	x	4. A listing of any past development permit approval numbers associated with the site and existing conditions placed on the development property by the Town of Yemassee through past approvals including a detailed description of how the condition will be met.
x	x	5. An explanation of why any items on this checklist are not included with the application materials.
x	x	6. Project name and/or name of development.
x	x	7. All plans must include the following: name of county; municipality; project location; parcel identification number(s); date of original design; all dates of revisions; north arrow; graphic scale; and legend identifying all symbology.
x	x	8. Vicinity map.
x	x	9. Site data table to include; total acreage, pervious versus impervious cover, required and proposed open space calculations, number and area of proposed lots, residential density, number and area of each proposed structure, area of each use of the property and buildings, and required and proposed parking calculations.
x	x	10. Signature over seal of registered engineer or landscape architect licensed to practice in South Carolina.
x	x	11. Phasing plan if the development is proposed to be developed in phases.
	x	12. Letters of approval, including any applicable permits, from the following agencies (as necessary for the project): <ul style="list-style-type: none"> a) United States Army Corp of Engineers; STATE STORMWATER APPROVAL PENDING b) South Carolina Department of Health & Environmental Control; c) South Carolina Department of Transportation; d) County Engineering; e) County EMS; f) Beaufort County or Hampton County School District; g) Sheldon Fire District or Hampton County Fire Rescue; h) Lowcountry Regional Water System i) Town of Yemassee; j) Electric Provider; k) Natural Gas provider; and

CONSERVATION EASEMENT

CONSERVATION EASEMENT



TOWN OF YEMASSEE DEVELOPMENT PLAN APPLICATION CHECKLIST

Prelim Plan	Final Plan	NOTE: Depending on the activities proposed, Development Plan documentation will vary. At minimum, each plan must contain the General Information and Site & Existing Conditions Documentation in addition to information required for the other specific activities listed below, as applicable. Please contact Town Staff for questions and additional information.
		l) Cable, telephone, and data provider.
Site and Existing Conditions Documentation.		
x	x	1. Comprehensive color photograph documentation of site and existing conditions. If digital, images should be at a minimum of 300 dpi resolution.
x	x	2. Names of the owners of contiguous parcels and an indication of adjacent existing and proposed (if known) land uses and zoning.
x	x	3. Location of all property lines.
x	x	4. Location of municipal limits or county lines, zoning, overlay or special district boundaries, if they traverse the development property, form a part of the boundary of the development property, or are contiguous to such boundary.
x	x	5. Location of all existing access points and intersections along both sides of any frontage or access roadway(s) within a minimum of 1,000 feet of the site boundaries.
x	x	6. Location, dimensions, name, and descriptions of all existing or recorded roadways, alleys, reservations, railroads, easements, or other public rights-of-way on or within 200 feet of the development property.
x	x	7. Location, size, and type of all existing easements, rights-of-way, or utility infrastructure on or within a minimum of 200 feet of the development property.
x	x	8. Existing topography and land cover of project site and adjacent and nearby sites that are impacted. Contours shall be shown in intervals of 1 foot or less.
x	x	9. Location, dimensions, area, descriptions, and flow line of existing watercourses, drainage structures, ditches, one-hundred (100) year flood elevation, OCRM critical line, wetlands or riparian corridors top of bank locations, and protected lands on the development property.
x	x	10. Location of any existing buildings, structures, parking lots, impervious areas, public and private infrastructure, or other manmade objects located on the development property.
x	x	11. Boundary survey with bearings and distances of all property lines, tract/lot acreage, location of property markers, and seal of a Registered Land Surveyor, as well as a legal description of the property.
	x	12. Location of benchmarks/primary control points or descriptions and ties to such control points to which all dimensions, angles, bearings, block numbers, and similar data shall be referred.
	x	13. Existing deed covenants, conditions, and restrictions, including any requirements from a POA or ARB.
	x	14. Proposed deed covenants, conditions, and restrictions, including any design or architectural standards.
	x	15. Legal documents for proposed public dedications.
Lot and Building Pattern.		
x		1. Schematic layout and design indicating overall site configuration; roadway design, building location(s), building size(s); general setbacks, and building orientation(s).
	x x	2. Detailed layout and design indicating site layout, building location(s), building type(s)/ use(s), building orientation(s), conceptual building elevations, and setbacks.
	x	3. If a PUD, subdivision, office complex, or shopping center, a Master Sign Plan providing unity in sign design and describing the location, types, materials, shapes, sizes, and compatibility with the architecture of the development.
Parking.		
x		1. General location and ingress/egress of parking areas on the site.
	x x	2. Location, layout, number of spaces, bicycle parking, and ensuring design shows ADA accessibility compliance.
	x x	3. Location of proposed ingress/egress, circulation, loading, parking and pedestrian circulation elements, and ensuring design shows ADA accessibility compliance.

FOR LODGE AND BOAT BARN



TOWN OF YEMASSEE DEVELOPMENT PLAN APPLICATION CHECKLIST

Prelim Plan	Final Plan	NOTE: Depending on the activities proposed, Development Plan documentation will vary. At minimum, each plan must contain the General Information and Site & Existing Conditions Documentation in addition to information required for the other specific activities listed below, as applicable. Please contact Town Staff for questions and additional information.
	N/A x	4. A parking study documenting the reasons for any increase in the maximum amount of parking or a similar study documenting the ability of the site to accommodate a reduction of 20% or more to the maximum parking requirements.
	N/A x	5. A parking study documenting the ability of a site(s) to accommodate a shared parking arrangement. A shared parking easement must also be provided.
	x	6. Detailed engineering information identifying the location of vehicular and bicycle parking facilities and the construction specifications, geometrics, arrangement, character, width, grade, circulation/maneuvering facilities and areas, landscape islands, loading areas, and including detailed dimensions as are necessary and appropriate to demonstrate compliance with all applicable standards and requirements.
Transportation Networks.		
x		1. General layout of transportation networks including access to the site, internal roadways, and access to adjacent properties.
x	x	2. A map or sketch showing the general relationship of the development to the surrounding areas with existing and proposed access roadways referenced to the intersection of the nearest primary or secondary paved roadway.
	x	3. Existing and proposed non-motorized vehicle lanes, paths, sidewalks, and other facilities, including transit facilities, on and within 200 feet of the development property including detailed dimensions as are necessary and appropriate to demonstrate compliance with all applicable standards and requirements.
	x	4. Proposed roadway alignment plan showing right-of-way widths with specific reference to the roadway type and design assembly.
	x	5. Proposed access indicating any access management plans, connectivity, roadway extensions, proposed stub roads, dead-end roadways, and roadway names including detailed dimensions as are necessary and appropriate to demonstrate compliance with all applicable standards and requirements.
	x	6. Emergency access provisions.
NOT REQUIRED	x	7. A Traffic Assessment demonstrating adherence to MUTCD standards and/or other applicable requirements.
NOT REQUIRED	x	8. A Traffic Impact Analysis (TIA), if warranted by the Traffic Assessment.
	x	9. Engineering plan of proposed traffic mitigation measures, including assessment of individual phase, or approved payments in-lieu of such that will be provided to the Town of Yemassee or applicable agency. Plan must ensure adequate transportation network is in place to support development at time of construction.
	x	10. Vehicular and pedestrian signage plan including crosswalk and pavement marking details.
	x	11. Shared access agreements.
	x	12. Detailed engineering information identifying the location, construction specifications, typical sections, geometrics, arrangement, character, width, and grade of existing and proposed roadways and non-motorized vehicle facilities including detailed dimensions and calculations as are necessary and appropriate to demonstrate compliance with all applicable standards and requirements.
Natural Resources, Tree Conservation, Planting, and Landscaping.		
x	x	1. Location of existing tree canopy coverage including table summarizing canopy lot coverage area, lot area not covered by tree canopy, and tree canopy expressed as percentage of lot coverage.
x	x	2. Location and table summarizing trees listed on America's Historic Tree Register as maintained by American Forests.



TOWN OF YEMASSEE DEVELOPMENT PLAN APPLICATION CHECKLIST

Prelim Plan	Final Plan	NOTE: Depending on the activities proposed, Development Plan documentation will vary. At minimum, each plan must contain the General Information and Site & Existing Conditions Documentation in addition to information required for the other specific activities listed below, as applicable. Please contact Town Staff for questions and additional information.
	x	3. Location of groups of trees that connect to other vegetated and/or treed areas on adjacent sites helping to create or extend a wildlife or natural corridor.
	x	4. Location and table summarizing trees that have a significant characteristic such as, but not limited to, allees and hedgerow trees, trees of unique character such as those with unique or unusual growth habitat, endangered species, or species rarely found in the area.
	x	5. Location and table summarizing trees designated as protected to be removed.
	x	6. The location and description of existing and proposed landscaping, screening, buffering, and tree preservation areas, including setbacks from natural resource areas.
	x	7. Graphic illustration of the existing tree canopy and mature tree canopy of the proposed tree plantings including a table summarizing the mature canopy of each tree species planted, canopy lot coverage area, lot area not covered by tree canopy, and tree canopy expressed as percentage of lot coverage (all calculations are excluding rooftop area).
	x	8. Detailed landscaping information containing the scientific and common names, quantity and size of each plant species to be planted, typical installation and maintenance drawings/notes, and location and description of irrigation systems.
	x	9. Tree protection zones (TPZ) and tree protection fencing and signage locations and installation specifications.
	x	10. Habitat management plan.
	x	11. Proposed topographic features, including basic contours at one foot or less intervals.
	x	12. Bank stabilization and erosion control measures.
	x	13. If applicable, a Forest Management Plan.
Open Space.		
x	x	1. Proposed open space areas, habitat areas, types, and access trails both on and off-site.
NOT REQUIRED	x	2. Proposed public lands and methods of dedication and access.
CONSERVATION EASEMENT	x	3. Proposed ownership and method of transfer through deed restrictions, covenants, public dedication, or other method acceptable to the Town Council.
	x	4. Proposed use for all portions of dedicated open space.
Stormwater Management.		
x	x	1. Acknowledgement of compliance with the regional Stormwater Design Manual.
x	x	2. Description of proposed methods and general layout of stormwater drainage.
x	x	3. Proposed drainage system layouts.
x	x	4. Proposed methods to remove pollutants.
x	x	5. Soil types and permeability characteristics from National Resource Conservation Service.
	x	6. Stormwater Drainage Plan with drainage easements.
	x	7. Location and area of proposed impervious coverage.
	x	8. Pre- and post-development runoff volumes, velocities, hydrographs, with Watershed Maps and Link Node Diagrams.
	x	9. Methods to record and report installation and maintenance activities.
	x	10. Stormwater quality monitoring program and pre-development pollutant loading calculations.
	x	11. Notarized Operation and Maintenance Agreement signed by responsible party.
Utilities and Services.		
x		1. Statement by the Applicant/ Engineer/ Design Professional confirming that they believe the site can be supplied with adequate utilities.
	x	2. Proposed water system layout, or individual well locations.
	x	3. Proposed sewer system layout, or individual septic tank locations.

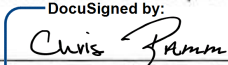


TOWN OF YEMASSEE DEVELOPMENT PLAN APPLICATION CHECKLIST

Prelim Plan	Final Plan	NOTE: Depending on the activities proposed, Development Plan documentation will vary. At minimum, each plan must contain the General Information and Site & Existing Conditions Documentation in addition to information required for the other specific activities listed below, as applicable. Please contact Town Staff for questions and additional information.
	<input checked="" type="checkbox"/>	4. Location of solid waste/trash disposal units/dumpsters.
	<input checked="" type="checkbox"/>	5. Location of proposed water, sewer, electric, telephone, cable, data, and gas service layouts, and proposed easements and connections.
	<input checked="" type="checkbox"/>	6. Location of proposed fire lane, hydrant location(s), FDC(s), and apparatus access to the site and building(s).
	<input checked="" type="checkbox"/>	7. Location of service and meter areas.
IN OFFICE BUILDING	<input checked="" type="checkbox"/>	8. Location of mail delivery boxes.
	<input checked="" type="checkbox"/>	9. Capacity and service studies and/or calculations.
	<input checked="" type="checkbox"/>	10. Detailed engineering information identifying the location, construction specifications, typical sections, service connections, meters, valves, manholes, inverts, transformers, service pedestals/boxes, and any other utility information.
Lighting.		
<input checked="" type="checkbox"/>		1. Narrative or plan notes describing the proposed exterior lighting scheme for the property.
	<input checked="" type="checkbox"/>	2. Location, specifications, and details for existing and proposed exterior site and building light fixtures including the total lumen output, type of lamp, method of shielding, pole and mounting height, and verification that there are no conflicts between lighting and landscaping.
	<input checked="" type="checkbox"/>	3. Photometric grid overlaid on the proposed site plan indicating the overall light intensity throughout the site (in footcandles) including existing and proposed lighting. Photometric calculations must consider all exterior lighting including building lighting.
	<input checked="" type="checkbox"/>	4. Notes describing lighting limitations, prohibitions, and methods of enforcement.

**SIGN AND RETURN THIS CHECKLIST WITH THE APPLICATION SUBMITTAL
ALL SUBMITTALS MUST BE COLLATED AND FOLDED TO 8-1/2" X 11"**

By signature below I certify that I have reviewed and provided the minimum submittal requirements listed above, including any additional items requested by the Town of Yemassee Staff. Any items not provided have been listed in the project narrative with an explanation as to why the required submittal item has not been provided or is not applicable. Further, I understand that failure to provide a complete, quality application or erroneous information may result in the delay of processing my application(s).

DocuSigned by:

 Signature of Property Owner or Authorized Agent

Date 9/8/2023

H. Chris Ramm

Printed Name

843-757-7411
dan@wjklt.com



Project Information

General Information

Project #	A23-0235	Parcel #	R710 012 000 001A 0000	Building ID	
Location	154 STONEY CREEK CEMETARY RD				
Project Type	Development Plan - Final Development Plan		Project Use	Final Development Plan	
Parent Project #	PB DPLN-07-21-1034		Subdivision	Stony Creek at Bindon	
Applicant Name	STONY CREEK AT BINDON LLC		Address	4505 COUNTRY CLUB RD SUITE 220 WINSTON SALEM, NC 27104	
Applicant Email	chris.ramm@taylorcompanies.us	Phone	(336) 414-0606	Cell	(336) 414-0606
Owner Name	STONY CREEK AT BINDON LLC		Address	4505 COUNTRY CLUB RD SUITE 220 WINSTON SALEM, NC 27104	
Owner Email	chris.ramm@taylorcompanies.us	Phone	(336) 414-0606	Cell	(336) 414-0606
Contractor		Address		Cell	
Contractor Email		Phone		Cell	

Property Information

Type/Improvement	Tract Improvement	Accessory/Structure			
Current Use	Unimproved Land	Proposed Use	R-3 Residential		
Current Zoning		Proposed Zoning	Planned Unit Development (PUD)		
Project Cost		Project Value	500		
Current Use And Proposed Changes	The creation of 20 large tract residential lots and the remaining property will be upland hunting woods for the use of the residents and members. Final submittal for Stony Creek North				
Lot Width		Lot Depth		Map Number	R710 012 000 001A 00
Total Area of Building & Accessory Structures (Sq Ft)		Total Area of All Man-made Improvements (Sq Ft)			
General Notes	This property is governed by recorded Community Covenants and Restrictions (CCR). See files.				
Restrictions / Variances	*Portions of this property are within the boundaries of the Highway Corridor Overlay District (HCOD) and are subject to the provisions of Section 5.17 of the Town of Yemassee Zoning Ordinance. **Portions of this property are within the boundaries of the River Protection Overlay District (RPOD) and are subject to the provisions of Section 5.24 of the Town of Yemassee Zoning Ordinance.				



Structure Information

Structure Type		# of Stories		Usable Floor Area (Sq Ft)
Structure Height		# of Units	0	Load per Floor (Lbs)
Sign Dimensions		# of Bedrooms		# of Bathrooms
Occupancy Empty Room		With Chairs		Tables & Chairs
Foundation Material		Foundation Type		Footing Depth
Foundation Information				
Setbacks Front & Rear	20	20	Setbacks Right & Left Sides	10 10
Setbacks Information				
Water Utility	Well Private		Sewage Utility	Septic (Conventional) Private
Gas Utility	None Public		Electric Utility	Dominion Energy Public
Driveway Width		# of Off Street Parking		# of Off Street Loading
Miscellaneous Information				



Contractors

License #	Business Name	Type	Contact
023123	Witmer-Jones-Keefer, Ltd.	Architect	Daniel Keefer
023122	Andrew's Engineering	Engineer	Ryan Lyle



Contacts

Contact Name	Type	Project	Address	Phone
STONY CREEK AT BINDON LLC	Applicant		4505 COUNTRY CLUB RD SUITE 220 WINSTON SALEM, NC 27104	(336) 414-0606
STONY CREEK AT BINDON LLC	Owner		4505 COUNTRY CLUB RD SUITE 220 WINSTON SALEM, NC 27104	(336) 414-0606
STONY CREEK AT BINDON LLC	Previous Owner		4505 COUNTRY CLUB RD SUITE 220 WINSTON SALEM, NC 27104	(336) 414-0606
KEEFER, DANIEL	Architect	Stoney Creek at Bindon Plantation	23 Promenade St, Ste. 201, Bluffton, SC 29910	8432905437
RAMM, CHRIS	Owner	Stoney Creek at Bindon Plantation	4500 Country Club Rd, Ste. 220, Winston-Salem, NC 27104	3364221377
LYLE, RYAN	Others	Stoney Creek at Bindon	2712 Bull St, Ste. A, Beaufort, SC 29902	8435627005



Fees

Fee Type	Date	Debit	Credit	Balance
Project Fees	September 21, 2023		\$500.00	\$500.00
	TOTAL		\$500.00	\$0.00
				\$500.00



Town of Yemassee
Attn: Administration Department
Yemassee Municipal Complex
101 Town Cir
Yemassee, SC 29945-3363
P: (843) 589-2565 Ext. 3
www.townofyemassee.org

Invoice

Date	Invoice#
September 21, 2023	23-0240

Bill To
Witmer-Jones-Keefer, Ltd. 23 Promenade St Bluffton, SC 29910

Invoice Due Date: September 30, 2023
Parcel Number: R710 012 000 001A 0000
Location: 154 STONEY CREEK CEMETARY RD

Date	Description	Paid Date	Amount	Paid	Balance
September 21, 2023	Development Plan Application Submission		\$500.00		
	TOTAL: Project Fees		\$500.00		\$500.00

Please make checks payable to: Town of Yemassee



Beaufort County, South Carolina

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Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R710 012 000 0002 0000	00522884	124 TRASK PKWY, TOWN OF YEMASSEE	9/15/2023	2023	2023

Current Parcel Information

Owner	STONY CREEK AT BINDON LLC	Property Class Code	AgVac Forest
Owner Address	4505 COUNTRY CLUB RD SUITE 220 WINSTON SALEM NC 27104	Acreage	199.7300
Legal Description	SUBJ TO ROLL BACK TAX LIEN TIMBER LAND/OTHER RESIDENCE PAR D F BINDEN PLANT 2/05 ACREAGE CHGD PB99 P39 5/08 5.00 AC ADDED FROM 12/3A 5/09 MERGE FROM 12/3A W/NO ACREAGE CHG ANNEXATION ORDINANCE 2011-5-23 1/13 POWERLINE ESMT GRANTED TO SCE&G OVER PAR F (1) DB3109 P3334		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2022	\$1,513,000		\$1,513,000	\$577.66	\$577.66
2021	\$1,030,000		\$1,030,000	\$562.02	\$562.02
2020	\$1,030,000		\$1,030,000	\$550.12	\$550.12
2019	\$1,030,000		\$1,030,000	\$471.92	\$471.92
2018	\$1,030,000		\$1,030,000	\$451.73	\$5,752.84
2017	\$657,800	\$258,400	\$916,200	\$5,471.78	\$5,471.78
2016	\$657,800	\$258,400	\$916,200	\$5,371.57	\$5,371.57
2015	\$657,800	\$258,400	\$916,200	\$5,173.52	\$5,173.52

2014	\$657,800	\$258,400	\$916,200	\$5,128.70	\$5,128.70
2013	\$657,800	\$258,400	\$916,200	\$4,999.34	\$4,999.34

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
Multiple Owners	4093 3239	12/10/2021	Li		\$8,500,000
BINDEN PLANTATION LLC N/K/A BINDON PLANTATION LLC	3058 1148	4/25/2011	Ti		\$10
BUCKFIELD PLANTATIONS INC	2346 2209	3/28/2006	Fu		\$22,500,000
		12/31/1776	Or		\$0
UNKNOWN OWNER 00522884		12/31/1776	Or		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
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Property Report

OWNER DATA

Tax Parcel ID (S-B-L): R710 012 000 0002 0000 **Location:** 124 TRASK PKWY
Map #: R710 012 000 0002 0000 **Location City:** YEMASSEE
Location State: SC **Location Zip:** 29945-0000
Association (Owner): STONY CREEK AT BINDON, LLC. **Owner Mailing Address:** 4505 COUNTRY CLUB RD
SUITE 220 WINSTON SALEM, NC 27104
Additional Owner 1: **Additional Owner 1 Mailing Address:**
Additional Owner 2: **Additional Owner 2 Mailing Address:**
Contact: Chris Ramm **Phone:** (336) 414-0606
Email: chris.ramm@taylorcompanies.us

OCCUPANCY DATA

Occupancy Class: Unimproved Land **Construction Class:**
Basement Types: **Floor Types:**
Floor Finish: 0 **Fuel Type:**
Wall Finish: **Census B** Beaufort County
Capacity Empty Room/Main: **Capacity with Chairs:**
Capacity with tables/chairs:

PROPERTY DATA

Tax Parcel Group Code parcel_form: AgVac Forest **Property Type Code:** Unimproved Land
of Stories: **Sprinkler:** 0
Neighbourhood Name: **Year Built:** 1930
Waterfront: 1 **Commercial:** 0
Flood Plain: Y **Land Value:** 1300000
Improvement Value: 0 **Total Value:** 1513000
Neighborhood Code: **Assessed Value:** 1300000
Parcel Area Sq Footage: 7964161.5128944 **Acerage:** 182.83272198
Zoning District: Planned Unit Development (PUD) **Fire Alarm:** %alarm_system
Property Type Description: SUBJ TO ROLL BACK TAX LIEN TIMBER LAND/OTHER RESIDENCE PAR D F
BINDEN PLANT 2/05 ACREAGE CHGD PB99 P39 5/08
5.00 AC ADDED FROM 12/3A 5/09 MERGE FROM 12/3A W/NO
Notes (Historical): STONEY CREEK AT BINDON PHASE 1 UPLAND PINES DR AND COMMON AREA
North Grid Coordinates: 0.0000000000
East Grid Coordinates: 0.0000000000 **Lat: Long:**
GIS/Map Link: http://sc-beaufort-county.governmax.com/svc/site_authlink.asp?p=%R71001200000020000%&r=webgis.bcgov.net **GIS ID:**
Structure Height: **Manufactured Truss:** 0
Wall Construction:

Foundation Types:

ADDITIONAL FIELDS

Lot:	Sheet:	House Number:
Block:	House Style:	Sewer Permit application date: 0000-00-00
Section:	Land Use Code: AgVac	Qualify:
Building No.:	Exemptions: Timb	Psewer:
Front setback: 50	Elderly Exemptions: None	Tax Map # R710 012 000 0002 0000
Rear setback: 50	Number of Building: 1	OutstandingIssue:
Left setback: 25	Directions to site:	River frontage: 0
Right setback: 25	Total sq feet: 4576	Special info:
Inspection District: E - Sheldon / Seabrook	Total rooms: 0	NAS_SWODate: 0000-00-00
Subdivision: Stoney Creek at Bindon	Heritage Number:	NAS_EHSepExpire: 0000-00-00 00:00:00
Bedrooms: 0	Spec info entered by: gisadmin	Building Date: 0000-00-00
Bathrooms: 0	NAS_SWOBy:	Plan number:
House Structure: None	NAS_SWOReason:	Connect:
Closed: 0	NAS_EHSepIssued: 0000-00-00 00:00:00	
Account Number #:	Book Page: 3239	



Property Report

OWNER DATA

Tax Parcel ID (S-B-L): R710 012 000 0003 0000 **Location:** UPLAND PINES DR
Map #: R710 012 000 0003 0000 **Location City:** YEMASSEE
Location State: SC **Location Zip:** 29945
Association (Owner): STONY CREEK AT BINDON LLC **Owner Mailing Address:** 4505 COUNTRY CLUB RD
SUITE 220 WINSTON SALEM, NC 27104
Additional Owner 1: **Additional Owner 1 Mailing Address:**
Additional Owner 2: **Additional Owner 2 Mailing Address:**
Contact: Chris Ramm **Phone:** (336) 414-0606
Email: chris.ramm@taylorcompanies.us

OCCUPANCY DATA

Occupancy Class: Unimproved Land **Construction Class:**
Basement Types: **Floor Types:**
Floor Finish: 0 **Fuel Type:**
Wall Finish: **Census B** Beaufort County
Capacity Empty Room/Main: **Capacity with Chairs:**
Capacity with tables/chairs:

PROPERTY DATA

Tax Parcel Group Code parcel_form: AgImp Classified **Property Type Code:** Unimproved Land
of Stories: **Sprinkler:** 0
Neighbourhood Name: **Year Built:** 0
Waterfront: 1 **Commercial:** 0
Flood Plain: Y **Land Value:** 1239200
Improvement Value: 10200 **Total Value:** 1249500
Neighborhood Code: **Assessed Value:** 0
Parcel Area Sq Footage: 6456142.5092532 **Acerage:** 148.21323081
Zoning District: Planned Unit Development (PUD) **Fire Alarm:** %alarm_system
Property Type Description: PAR G I C BINDEN PLANT F/K/A PAR A SUBJ TO ROLL BACK TAX LIEN
PB60 P147 PB99 P39 TOTAL AC INCL 168.73 AC MARSH 2/05 ACREAGE CHGD BY PLAT ANNEXATION
ORDINANCE 20 **Notes (Historical):** PHASE 1 STONEY CREEK AT BINDON PLNT
North Grid Coordinates: 0.0000000000
East Grid Coordinates: 0.0000000000 **Lat: Long:**
GIS/Map Link: http://sc-beaufort-county.governmax.com/svc/site_authlink.asp?p=%R71001200000030000%&r=webgis.bcgov.net **GIS ID:**
Structure Height: **Manufactured Truss:** 0
Wall Construction:

Foundation Types:

ADDITIONAL FIELDS

Lot:	Sheet:	House Number:
Block:	House Style:	Sewer Permit application date: 0000-00-00
Section:	Land Use Code:	Qualify:
Building No.:	Exemptions:	Psewer:
Front setback: 50	Elderly Exemptions:	Tax Map # R710 012 000 0003 0000
Rear setback: 50	Number of Building: 0	OutstandingIssue:
Left setback: 25	Directions to site:	River frontage: 0
Right setback: 25	Total sq feet: 0	Special info:
Inspection District: E - Sheldon / Seabrook	Total rooms: 0	NAS_SWODate: 0000-00-00
Subdivision: Stoney Creek at Bindon	Heritage Number:	NAS_EHSepExpire: 0000-00-00 00:00:00
Bedrooms:	Spec info entered by: gisadmin	Building Date: 0000-00-00
Bathrooms:	NAS_SWOBy:	Plan number:
House Structure:	NAS_SWOReason:	Connect:
Closed: 0	NAS_EHSepIssued: 0000-00-00 00:00:00	
Account Number #:	Book Page: 3239	



Parcel Report Card

Tax Parcel ID (S-B-L)	R710 012 000 0003 0000	Association (Owner)	STONY CREEK AT BINDON LLC
Address	UPLAND PINES DR	City, State, Zip	YEMASSEE SC 29945
Group Code	AgImp Classified	GIS ID	
Contact	Chris Ramm	Email	chris.ramm@taylorcompanies.us
Phone	(336) 414-0606	Mailing Address	4505 COUNTRY CLUB RD SUITE 220 WINSTON SALEM, NC 27104



Beaufort County, South Carolina

generated on 9/22/2023 1:38:14 PM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R710 012 000 0003 0000	00522893	,	9/15/2023	2023	2023

Current Parcel Information

Owner	STONY CREEK AT BINDON LLC	Property Class Code	AgImp Classified
Owner Address	4505 COUNTRY CLUB RD SUITE 220 WINSTON SALEM NC 27104	Acreeage	286.0800
Legal Description	PAR G I C BINDEN PLANT F/K/A PAR A SUBJ TO ROLL BACK TAX LIEN PB60 P147 PB99 P39 TOTAL AC INCL 168.73 AC MARSH 2/05 ACREAGE CHGD BY PLAT ANNEXATION ORDINANCE 2011-5-23		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2022	\$1,239,300	\$10,200	\$1,249,500	\$465.51	\$465.51
2021	\$563,000	\$10,200	\$573,200	\$981.87	\$981.87
2020	\$563,000	\$10,200	\$573,200	\$961.10	\$961.10
2019	\$563,000	\$10,200	\$573,200	\$824.48	\$824.48
2018	\$563,000	\$10,200	\$573,200	\$789.19	\$789.19
2017	\$342,800	\$13,800	\$356,600	\$808.05	\$808.05
2016	\$342,800	\$13,800	\$356,600	\$793.25	\$793.25
2015	\$342,800	\$13,800	\$356,600	\$764.01	\$764.01
2014	\$342,800	\$13,800	\$356,600	\$757.39	\$757.39

2013

\$342,800

\$13,800

\$356,600

\$738.28

\$738.28

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
Multiple Owners	4093 3239	12/10/2021	Li		\$8,500,000
BINDEN PLANTATION LLC N/K/A BINDON PLANTATION LLC	3058 1136	4/25/2011	Ti		\$10
HOLLINGSWORTH FUNDS INC (A SOUTH CAROLINA CORPORATION)	2346 2209	3/28/2006	Fu		\$22,500,000
HOLLINGSWORTH JOHN D	1843 669	8/21/2003	Ex		\$0
MIXON ANNIE LAURIE	948 1024	6/3/1997	Fu		\$342,000
MIXON THOMAS D ANNIE LAURIE	844 2573	12/14/1995	Ex		\$0
UNKNOWN OWNER 00522893		12/31/1776	Or		\$0
		12/31/1776	Or		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
R02	BOATD	Waterfront Boat Dock	2009	0	0		200
R02	PIER	Waterfront Pier	1994	0	0		80
R02	PIER	Waterfront Pier	1994	0	0		480



Beaufort County, South Carolina

generated on 9/22/2023 1:39:37 PM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R710 012 000 001A 0000	00522964	154 STONEY CREEK CEMETARY RD, TOWN OF YEMASSEE	9/15/2023	2023	2023

Current Parcel Information

Owner	STONY CREEK AT BINDON LLC	Property Class Code	AgVac Forest
Owner Address	4505 COUNTRY CLUB RD SUITE 220 WINSTON SALEM NC 27104	Acreage	828.8000
Legal Description	PAR A B E BINDEN PLANT SUBJ TO ROLL BACK TAX LIEN TIMBERLAND 203.52 AC MARSH 2/05 ACREAGE CHGD PB99 P39 ANNEXATION ORDINANCE 2011-5-23		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2022	\$5,644,000		\$5,644,000	\$1,987.85	\$1,987.85
2021	\$3,850,500		\$3,850,500	\$1,934.03	\$1,934.03
2020	\$3,850,500		\$3,850,500	\$1,893.08	\$1,893.08
2019	\$3,850,500		\$3,850,500	\$1,623.98	\$1,623.98
2018	\$3,850,500		\$3,850,500	\$1,554.46	\$1,554.46
2017	\$3,637,600		\$3,637,600	\$1,635.66	\$1,635.66
2016	\$3,637,600		\$3,637,600	\$1,605.72	\$1,605.72
2015	\$3,637,600		\$3,637,600	\$1,546.51	\$1,546.51
2014	\$3,637,600		\$3,637,600	\$1,533.12	\$1,533.12

2013

\$3,637,600

\$3,637,600

\$1,494.44

\$1,494.44

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
Multiple Owners	4093 3239	12/10/2021	Li		\$8,500,000
BINDEN PLANTATION LLC N/K/A BINDON PLANTATION LLC	3058 1148	4/25/2011	Ti		\$10
BUCKFIELD PLANTATIONS INC	2346 2209	3/28/2006	Fu		\$22,500,000
		12/31/1776	Or		\$0
UNKNOWN OWNER 00522964		12/31/1776	Or		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
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FINAL DEVELOPMENT PLAN SUBMITTAL

FOR:

STONY CREEK

(BINDON PLANTATION)

Application # DPLN-07-21-1034

TOWN OF YEMASSEE,
SOUTH CAROLINA

PREPARED FOR:

TAYLOR DEVELOPMENT GROUP, LLC

SEPTEMBER 8, 2023

Prepared By:

Witmer Jones Keefer, Ltd.

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List of Exhibits

<u>Title</u>	<u>Exhibit</u>
1. Final Civil Engineering submittal	A
2. Final site and landscape submittal	B
3. Final Master Plan (400 scale overall)	C
4. Final Master Plan (200 scale North)	D
5. Covenants and Restrictions	E

Project Team

Owner : Taylor Development Group, LLC

Land Planning & Architecture:

Witmer Jones Keefer, Ltd

Mr. Daniel Keefer

Engineering:

Andrews Engineering

Mr. Ryan Lyle

Legal:

Johnson and Davis, PA

Mr. Barry Johnson

Environmental:

Newkirk Environmental

Mr. Asher Howell

Stony Creek

Final Development Plan (PUD Master Plan) Narrative

I. Project Introduction and Overview

This application is for Final Development Plan Submittal of the +/- 1317 Acre ***Stony Creek at Bindon Plantation*** Master Plan (Exhibit C), located within the Town of Yemassee. This application Number is DPLN-07-21-1034. This submittal shall also meet the requirements for the PUD Master Plan. The project name is Stony Creek and it replaces the previous name of Bindon Plantation.

The Stony Creek at Bindon Plantation community will provide access to private hunting and fishing adventures across its 1317 acres for its 20 residents and a limited number of non-residents members. The community will consist of 20 home sites ranging in size between 5 acres and 17 acres with the remainder of the property being dedicated hunting courses, agricultural plots and hiking trails. In addition to the hunting, agriculture and hiking areas, the residents and non-resident members will have access to one common docks consisting of 9 boat slips on the Pocotaligo River and a common area boat ramp.

The property has conservation easement that regulates density and land uses. The proposed plan and refinements to the plan will be reviewed by the Beaufort County Open Land Trust.

This entire written narrative, together with all exhibits attached hereto, constitutes the full application, and upon approval, shall constitute the official PUD Master Plan and Final Development Plan for the Bindon Plantation Land Use Tract.

II. Existing Conditions

The applicant, Taylor Development Group, seeks final approval of the PUD Master Plan and Final Development Plan. The attached Exhibits provide detailed information regarding the existing conditions of the property. These items include:

A. Boundary Survey and Civil Engineering plans (Exhibit A)

The boundary survey plat (Exhibit A) contain the following information:

1. Vicinity Map
2. Boundary and Dimensions
3. Existing Easements
4. Existing Roads
5. Property Owners of Adjacent Properties

B. Existing Conditions Plan

The existing conditions plan includes additional site data such as topography, existing drainage patterns, specimen live oaks, existing roadways, potential wetland areas, archeological areas, etc.

C. Archeological Survey

The archeological survey outlines proposed next steps required for preservation and mitigation areas. The applicant with obtain necessary approvals with the State Historic Preservation Office (SHPO) based on the proposed development within the identifies areas.

D. Wetlands Verification

Wetlands have been identified to avoid impacts within the proposed development areas.

E. Land Cover

The majority of Stony Creek is comprised of planted pine along with maritime forest along the edge of Pocotaligo River . The wetland areas are predominantly mixed hardwoods. Attached existing tree cover (exhibit D)

III. Development Master Plan

The project will be developed in accordance with the Open Land Trust Conservation easement, dated July 27, 2012. Access points, wetlands, archaeology and stormwater methods will be coordinated with the Final Development Plan submittal. The final location of roads, ponds, open spaces, buildings, lots, and other elements may vary at the time of Final Development Permit Applications. The property will be accessed from three existing locations along Highway 17.

A. Phasing

The Stony Creek master plan will be implemented in phases based on Market conditions. If the project is phased, each phase will include the required infrastructure as outlined below. This submittal includes the Final Development Plan for the North Tract.

B. Site Design and Development Standards

Architectural guidelines and restrictive covenants will be developed for the homesites to set standards for design and construction materials and will meet or exceed the Town of Yemassee Zoning and Development Standards Ordinance. (Exhibit D)

C. Stormwater Management

Due to the limited amount of disturbance, Stormwater will be handled with thru on-site Best Management Practice (BMP) mitigation methods including rain gardens, roadside bioswales and prior to being released to area surface waters or wetlands. Where practical, infiltration techniques will be investigated at the time of development permit. Final stormwater design will be submitted along with other final engineering calculations at the time of Development Permit Applications and will meet or exceed the Town of Yemassee Stormwater Ordinance.

D. Utility Services

1. Potable Water Wells

Public Potable Water is currently not available by Beaufort–Jasper Water & Sewer Authority (BJWSA) nor the Lowcountry Regional Water System (LRWS). Individual residential drinking water wells will be permitted and installed as individual lots and amenities areas are developed.

2. Wastewater – Septic Systems

Public wastewater collection is currently not available by Beaufort–Jasper Water & Sewer Authority (BJWSA) or Lowcountry Regional Water System (LRWS). Wastewater will be handled individually on each residential lot and amenity by an Onsite Wastewater (septic) system. Permits for the North lots 1-10 are included with the Development Plan submittal.

3. Power Supply and Service

The Stony Creek Property is currently serviced by *Dominion Energy*. Service will be extended as development progresses.

4. Telecommunication Service

The Stony Creek Property is coordinating its plans with licensed and franchised telecommunications service providers in the Master Plan area. The telecommunications infrastructure will include voice, data, and video facilities. Service will be extended and activated as development progresses. Master Plan approval does not amend any rights provided to a landowner or telecommunications provider as granted by the Public Service Commission.

5. Fire Protection

The community is in the Sheldon Fire District jurisdiction. Fire protection will be provided by dry hydrants to be installed in proposed ponds located through coordination with the fire marshal.

E. Proposed Roads

Proposed internal road layout is shown in the Final Master Plan (Exhibit C). Road right of ways are size at +/-100' to allow for road alignment adjustments around specimen trees and shallow roadside swales along edges of road.

Road surfaces will be stabilized gravel to meet requirements for emergency access. Asphalt aprons are proposed for entry points off Highway 17. Road names for the community have not been assigned. Road names will be submitted for approval at the time of final development plan.

Roads and Right of Ways may be privately owned and maintained by the Property Owner's Association, or other entity assigned with the legal responsibility.

F. Open Space

Open spaces are provided within the property outside of lots 1-20. Open space includes land for nature trails, hunting, fishing access and nature preserve.

G. Ownership and Maintenance of Common Areas and Utilities

1. Common Areas

Development will be controlled by restrictive covenants that will establish guidelines for Common Area ownership and maintenance, unless otherwise provided at the time of Development Approval. The Common Areas, which include easements, open space, hunting areas, community docks and boat landing, etc., will be owned by the Property Owners Association or some other legal entity, established in the Covenants and Restrictions. This ownership will include the maintenance of facilities, ponds and drainage on the property. Pond access and maintenance easements may be provided to allow maintenance. Fees will be assessed from all property owners to provide funding for operation and maintenance of common areas. In some cases, individual elements of the overall stormwater retention and drainage system may be constructed on individually owned development sites, but all functioning elements will be subject to master covenants, including easements and maintenance rights, which will assure the ability and means to maintain the system in perpetuity.

No public lands or methods of dedication and access are proposed.

2. Utilities

Electrical power facilities will be owned and operated by Dominion Energy, or other provider as approved by the Public Service Commission. Individual drinking water wells and septic systems will be owned operated and maintained by the individual landowner. Dry Hydrants will be installed and maintained by the Property Owners Associated to provide community fire protection. Dry hydrant testing and maintenance may be performed by the Fire District.

I. Traffic Assessment

Due to the low density and use of existing DOT access points a TIA is not warranted.

IV. Conservation Easement

The Conservation easement outlines specific uses and allowance for impervious square footage on the property. Any modifications to the plan will be approved by the Beaufort County open land trust.

TYPICAL LINE TYPES

	CONSTRUCTED SWALE
	ROAD CENTERLINE(PROP & EXIST)
	CABLE TV LINE
	FIBER OPTICS
	CONDUIT LINE
	CHAIN LINK FENCE
	SQUARE WOODEN FENCE
	SILTY FENCE
	TREE PROTECTION FENCE
	EXISTING PVC FORCE MAIN
	PROPOSED 1" PVC (C900-DR25) FORCE MAIN
	PROPOSED 2" PVC (C900-DR25) FORCE MAIN
	PROPOSED 4" PVC (C900-DR25) FORCE MAIN
	PROPOSED 6" PVC (C900-DR25) FORCE MAIN
	PROPOSED 8" PVC (C900-DR25) FORCE MAIN
	OVERHEAD POWERLINE
	EXISTING SANITARY SEWER LINE
	PROPOSED 10" SANITARY SEWER LINE
	PROPOSED 12" SANITARY SEWER LINE
	PROPOSED 6" SANITARY SEWER LINE
	PROPOSED 8" SANITARY SEWER LINE
	FUTURE SANITARY SEWER LINE
	EXISTING GAS LINE
	4" DIP (DUCTILE IRON PIPE)
	6" DIP
	8" DIP
	10" DIP
	EXISTING PROPERTY LINE
	FUTURE PROPERTY LINE
	PROPOSED PROPERTY LINE
	EXISTING RIGHT OF WAY
	FUTURE RIGHT OF WAY
	PROPOSED RIGHT OF WAY
	EXISTING SETBACK
	FUTURE SETBACK
	TELEPHONE LINE
	UNDERGROUND POWER LINE
	3 UNDERGROUND TELEPHONE LINE
	UNDERGROUND TELEPHONE LINE
	PROPOSED 1" PE (SDR17) WATERLINE
	PROPOSED 10" PVC (C900-DR25-CL100) WATERLINE
	PROPOSED 12" PVC (C900-DR25-CL100) WATERLINE
	PROPOSED 2" PVC (SDR21-CL200) WATERLINE
	PROPOSED 30" PVC (C900-DR25-CL100) WATERLINE
	PROPOSED 4" PVC (C900-DR25-CL100) WATERLINE
	PROPOSED 6" PVC (C900-DR25-CL100) WATERLINE
	PROPOSED 8" PVC (C900-DR25-CL100) WATERLINE
	EXISTING WATERLINE
	EXISTING 10" PVC WATERLINE
	EXISTING 12" PVC WATERLINE
	EXISTING 2" PVC WATERLINE
	EXISTING 4" PVC WATERLINE
	EXISTING 20" PVC WATERLINE
	EXISTING 6" PVC WATERLINE
	EXISTING 8" PVC WATERLINE
	FUTURE PVC WATERLINE
	STRIPING LANE LINES
	STRIPING FOR TURN LANES
	STRIPED LANE MARKERS

TYPICAL ABBREVIATIONS

AC	AIR CONDITIONER
BB	BOTTOM OF BANK
BC	BUILDING CORNER
BD	BOTTOM OF DITCH
BENCH	TEMP. BENCHMARK
BFC	BOTTOM FACE OF CURB
BOC	BACK OF CURB
BS#	BACKSIGHT (POINT#)
BW	BACK OF SIDEWALK
BSW	BOTTOM OF WALL
CA	CORNER OF ASPHALT
CB	CATCH BASIN
CC	CORNER OF CONCRETE
CDK	CORNER OF DECK
CG	CORNER OF GRAVEL
CI	CURB INLET
CLBP	CENTERLINE OF BIKE PATH
CLCP	CENTERLINE CART PATH
CLCR	CENTERLINE OF CREEK
CLD	CENTERLINE OF DITCH
CLINT	CENTERLINE OF INTERSECTION
CLP	CENTERLINE OF PAVEMENT
CLR	CENTERLINE OF ROAD
CLSW	CENTERLINE OF SIDEWALK
CMF	CONCRETE MONUMENT FOUND
CMP	CORRUGATED METAL PIPE
CMO	CONCRETE MONUMENT SET
COS	CLEAN OUT
COGO	CALCULATED POINT
COL	COLUMN
CP	CONTROL PANEL
CPL	CORNER OF POOL
OPP	CORRUGATED PLASTIC PIPE
CRIT	S.C. COASTAL CRITICAL LINE
CSW	CORNER OF SIDEWALK
CTV	CABLE TELEVISION BOX
DK	DECK
EA	EDGE OF ASPHALT
EB	ELECTRIC BOX
EBP	EDGE OF BIKE PATH
EC	EDGE OF CONCRETE
ECON	ELECTRIC CONDUIT
EOK	EDGE OF DECK
EDR	EDGE OF DIRT ROAD
EDW	EDGE OF DRIVEWAY(DIRT/GRASS)
EG	EDGE OF GRAVEL
EM	EDGE OF MARSH
EMET	ELECTRIC METER
ECPT	EDGE OF CART PATH
ESTUB	ELECTRIC STUB-OUT
ESW	EDGE OF SIDEWALK
EW	EDGE OF WATER
F	FENCE
FC	FENCE CORNER
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FL	FENCE LINE
FOM	FIBER OPTIC MARKER
FP	FLAG POLE
FS	FORESIGHT
GI	GRATE INLET
GL	GROUND LIGHT
GPS#	GPS CONTROL (POINT#)
GRV	GRAVE
GT	GAS TANK
GUT	GUTTER LINE
GV	GAS VALVE
GW	GUY WIRE
HPS	HANDICAP PARKING STRIPE
HSB	HOSE BIB
HT#	HUB & TACK (POINT#)
IM	IRRIGATION METER
INV	INVERT ELEVATION
IPC	IRON PIN CALCULATED(CORNER)
IPF	IRON PIN FOUND
IPS	IRON PIN SET
IV	IRRIGATION VALVE
LI	LANDSCAPE ISLAND
LP	LIGHT POLE/LAMP POST
MB	MAIL BOX
MW	MONITOR WELL
NWL	NORMAL WATER LEVEL

TYPICAL ABBREVIATIONS

OHP	OVER HEAD WIRE
PC	PORCH CORNER
PI	POINT OF INTERSECTION
PK#	P/K NAIL (AS SETUPS)
PP	POWER POLE
PS	PARKING STRIPE
PVC	POLYVINYL CHLORIDE PIPE
PKS	PK NAIL SET
RCP	REINFORCED CONCRETE PIPE
RIM	MANHOLE RIM
RIP	EDGE OF RIP-RAP
RP	RADIUS POINT
SB	SETBACK
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SGN*DESC*	SIGN (THEN A DESC.)
SH	SPRINKLER HEAD
SLAT	SEWER LATERAL
SLM	SEWER LINE MARKER
SSMH	SANITARY SEWER MANHOLE
STOP	STOP BAR
STP	STEP
SUN#	SETUP NAIL#
SV	SEWER VALVE
SVM	SEWER VALVE MARKER
SWB	BACK OF SIDEWALK
T	TOPO SHOT (ELEVATION)
TB	TOP OF BANK
TBC	TOP BACK OF CURB
TBM	TEMPORARY BENCHMARK
TEL	TELEPHONE PEDESTAL
TIE#	TIE TO SETUP NAIL
TL	TREE LINE
TMH	TELEPHONE MANHOLE
TOP	TOP OF PIPE
TP	TRAVERSE POINT
TRNF	TRANSFORMER
TSB	TRAFFIC STOP BAR
TW	TOP OF WALL
UC	UNDERGROUND CABLE TV
UE	UNDERGROUND ELECTRIC
UFO	UNDERGROUND FIBER OPTIC
UGG	UNDERGROUND GAS LINE
UGM	UNDERGROUND GAS MARKER
USS	UNDERGROUND SANITARY SEWER
UT	UNDERGROUND TELEPHONE
UW	UNDERGROUND WATER
VCP	VERIFIED CLAY PIPE
WELL	WATER WELL
WF	WATER FOUNTAIN
WL	WHITE LINE
WLAT	WATER LATERAL
WLM	WHITE LINE MARKER
WM	WATER METER
WP	WATER PIPE
WT	WATER TANK
WV	WATER VALVE
WVM	WATER VALVE MARKER
YL	YELLOW LINE
SUFFIXES	
END	END (EX. BFC_END)
OL	ON LINE (EX. BFC_OL)

UTILITY MARKINGS:

RED	- ELECTRIC
GREEN	- SEWER
BLUE	- WATER
YELLOW	- GAS
ORANGE	- CABLE
ORANGE "T'S"	- TELEPHONE

TYPICAL LEGEND UNLESS OTHERWISE NOTED

WETLANDS	
DEMOLITION	
LAGOON/POND	
EXISTING ASPHALT PAVEMENT	
CONCRETE PAVEMENT	
STONE RIP RAP ON ENGR FABRIC	
BRICK PAVEMENT	
TYP. ASPHALT PAVEMENT	
PERVIOUS PAVEMENT	
EDGE OF PAVEMENT EP	
TOP OF BANK TB	
EXISTING SPOT ELEVATION	
LANDSCAPE AREA	
CONCRETE MARKER	
TEMPORARY BENCHMARK	
GRATE INLET	
DRAINAGE MANHOLE	
PROP FIRE HYDRANT	
WATER VALVE	
WATER VALVE MARKER	
POST INDICATOR VALVE	
MONITORING WELL	
SPRINKLER HEAD	
SANITARY SEWER MANHOLE	
SANITARY SEWER CLEAN OUT	
TRANSFORMER	
EXISTING POWER POLE	
GUY WIRE	
LIGHT POLE	
AIR CONDITIONER	
FIBER OPTIC MANHOLE	
UNDERGROUND GAS MARKER	
MAILBOX	
DIP CROSSING	
PROP STORM DRAIN	
EXISTING STORM DRAIN	
TOP OF PAVEMENT	
TOP OF CURB	
TOP OF SIDEWALK	
FINISHED GRADE	
EXISTING CONTOUR	
PROPOSED CONTOUR	
EDGE OF GRAVEL EG	
BOTTOM OF BANK BB	
o8.43	
GS	
SHRUB	
IRON PIN	
SIGNAL BOX	
GRATE INLET	
CATCH BASIN	
EXIST FIRE HYDRANT	
IRRIGATION VALVE	
WATER METER	
FIRE DEPT CONNECTOR	
WELL	
HOSE BIB	
SEWER VALVE	
ELECTRIC BOX (ELEC)	
GROUND LIGHT	
SIGN	
GAS VALVE	
FLAG POLE	
TP15.50	
TC16.00	
TS15.25	
FG13.50	
18.00	
19	

PROJECT REQUIREMENTS FOR HARGRAY TELEPHONE & CATV:

- COMMERCIAL BUILDINGS-APARTMENTS-VILLAS TO HAVE A MINIMUM 4" DIAMETER CONDUIT SCH. 40 PVC WITH PULL STRING BURIED AT 24" TO 30" DEPTH, FROM THE EQUIPMENT ROOM OR POWER METER LOCATION TO A POINT DESIGNATED BY HARGRAY AT ROAD RIGHT-OF-WAY OR PROPERTY LINE. CONDUITS ARE REQUIRED FROM EACH BUILDING SITE & MULTIPLE CONDUITS MAY APPLY.
- ALL COMMERCIAL BUILDINGS WITH MULTIPLE "UNITS" MAY REQUIRE CONDUIT(S) MINIMUM 3/4" FOR MAIN EQUIPMENT ENTRY POINT TO TERMINATION POINT INSIDE UNIT. PLENUM TYPE CEILINGS REQUIRE CONDUITS OR FLAME RETARDANT TEFLO WIRING TO COMPLY WITH CODE.
- HOTEL OR LARGE COMMERCIAL PROJECT REQUIREMENTS WOULD BE 2-4" DIAMETER SCH. 40 PVC UNDERGROUND CONDUITS.
- EQUIPMENT ROOMS TO HAVE 3/4" 4'X8" SHEET OF PLYWOOD MOUNTED ON WALL TO RECEIVE TELEPHONE EQUIPMENT.
- A POWER GROUND ACCESSIBLE AT EQUIPMENT ROOM OR AN INSULATED #6 FROM THE SERVICE PANEL OR POWER MGN TO THE BACKBOARD.
- RESIDENTIAL WIRING REQUIRES MINIMUM THREE PAIR TWISTED IN LOOP CONFIGURATION (INDUSTRY STANDARD).
- CATV INSIDE WIRING WILL BE RG6 FOIL WRAPPED 66% BRAID MINIMUM, HOME RUN TO EACH OUTLET.
- ALL INTERIOR WIRING SHOULD BE PULLED TO THE AREA IMMEDIATELY ADJACENT TO THE PLYWOOD BACKBOARD OR POWER METER LOCATION. A MINIMUM OF 5' OF SLACK IS REQUIRED FOR TERMINATIONS.
- EASEMENTS ARE REQUIRED.

SCDOT SPECIFICATIONS AND STANDARD DRAWING NOTES

** ALL WORK WITHIN THE SCDDOT R/W SHALL CONFORM TO THE MOST CURRENT EDITION OF THE SCDDOT STANDARD DRAWINGS. THIS INCLUDES, BUT IS NOT LIMITED TO, TEMPORARY CONSTRUCTION ENTRANCES, PAVEMENT, PAVEMENT MARKINGS, SIGNS AND DRAINAGE STRUCTURES. IF DETAILS VARY FROM SCDDOT STANDARD DRAWINGS, SCDDOT STANDARD DRAWINGS SHALL BE ADHERED TO. CONTRACTOR SHALL REFER TO THE MOST CURRENT EDITION OF THE SCDDOT STANDARD DRAWINGS.

- SILT FENCE - SCDDOT STANDARD DRAWING 815-605-00
- STOP SIGN - SCDDOT STANDARD DRAWING 651-115-01
- SIGN POST - SCDDOT STANDARD DRAWING 605-005-01
- BEVELED END PIPE SECTIONS - SCDDOT STANDARD DRAWING 719-610-00
- PAVEMENT MARKINGS - SCDDOT STANDARD DRAWING 625-410-00
- COMPACTION REQUIREMENTS - SCDDOT SUPPLEMENTAL TECHNICAL SPECIFICATION SC-M-714-1.3.6

4" - 6" WIDE LINES ARE TO BE 90 MIL. THERMOPLASTIC
8" - 24" WIDE LINES ARE TO BE 125 MIL. THERMOPLASTIC

UTILITY NOTES:

- SHOWN ON PLAN ARE KNOWN UNDERGROUND UTILITY LOCATIONS, HOWEVER, NOT SHOWN BUT POSSIBLY ENCOUNTERED IN THE AREA OF THE SITE ARE OTHER BURIED UTILITIES INCLUDING, BUT NOT NECESSARILY LIMITED TO;
 - TELEPHONE
 - FIBER OPTICS
 - CABLE TELEVISION
 - POTABLE WATER
 - SANITARY SEWER
 - GAS PIPELINE / TRANSMISSION LINE
 - STORM SEWER
- WHEN ENCOUNTERED, THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH WRITTEN GRAPHICAL INFORMATION PERTAINING TO THE VERTICAL & HORIZONTAL ALIGNMENT OF UTILITY LOCATIONS.
- ADDITIONAL COST ASSOCIATED WITH THE LOCATING, RELOCATING (DUE TO CONFLICTS), OR DELAYS AS A RESULT OF OTHER UNDERGROUND UTILITIES ENCOUNTERED WILL BE THE RESPONSIBILITY OF THE OWNER.
- THOSE COSTS BEING ADDITIONAL PIPING, BORES, ASPHALT CUT & PATCH, CLEARING & GRUBBING, STABILIZATION & GRASSING, OR OTHER SPECIAL CONSTRUCTION TECHNIQUES TO BE CHARGED AT THE UNIT BID PRICE OR A NEGOTIATED FEE.

GENERAL NOTES:

- NO SITE WORK SHALL BEGIN ON A REGULATED SITE UNTIL ALL TREE PROTECTION IS IN PLACE AND ALL REQUIRED SILT FENCE HAS BEEN INSTALLED.
- A HORIZONTAL & VERTICAL CONTROL MONUMENT HAS BEEN DESIGNATED BY THE ENGINEER. THE VERTICAL DATUM IS NGVD-29, AND THE HORIZONTAL DATUM IS NAD 83.
- ALL PAVEMENT DIMENSIONS (I.E.: ROAD WIDTHS, PARKING LOTS, LANDSCAPE ISLANDS, ETC.) ARE GIVEN TO THE EDGE OF PAVEMENT OR BACK OF CURB, AS SITE DICTATES.
- ALL BUILDING TIES ARE PERPENDICULAR TO THE PROPERTY LINES.
- CONTRACTOR TO IDENTIFY AND LOCATE ALL UNDERGROUND UTILITIES PRIOR TO STARTING CONSTRUCTION.
- CONTRACTOR RESPONSIBLE FOR TRAFFIC CONTROL AND SAFETY DURING CONSTRUCTION.
- CONTRACTOR RESPONSIBLE FOR SECURING SITE DURING NON-WORKING HOURS TO ENSURE TRAFFIC AND PEDESTRIAN SAFETY.
- THE GENERAL CONTRACTOR AND SUB-CONTRACTORS SHALL BE AWARE THAT SOME PART OR ALL OF THE CONSTRUCTION OF THIS SITE MAY FALL UNDER THE JURISDICTION OF SPECIFIC CONDITIONS RELEVANT TO A SCDDOT OR BEAUFORT COUNTY ENCROACHMENT PERMIT, UNITED STATES ARMY CORPS PERMIT, SETBACKS/BUFFERS PERTINENT TO THE ESTABLISHED ZONING ORDINANCES, SC-DHEC PERMITS, DHEC-DCRM PERMITS OR THE WATER AND SEWER AUTHORITY OF JURISDICTION. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO CONFIRM THE EXISTENCE AND CONDITIONS OF ALL PERMITS RELEVANT TO THIS PROJECT PRIOR TO THE COMMENCEMENT OF THE IMPACTED PHASE(S) OF CONSTRUCTION.
- THE WATER AND SEWER CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE INSTALLATION OF WATER AND SEWER SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS AND RELEVANT DETAILS OF THE WATER AND SEWER AUTHORITY OF JURISDICTION. THE LOCATION OF WATER AND/OR SEWER SERVICES SHOWN ON THESE PLANS IS TO BE CONSIDERED TO BE SCHEMATIC AND HAS BEEN SHOWN ON THESE DRAWINGS FOR REFERENCE PURPOSES ONLY. SEE DETAILS OR ARCHITECTURAL DRAWINGS FOR EXACT LOCATION.
- ALL DEDICATED FIRE LINES FROM PIV TO BUILDING AND FDC'S TO BE DESIGNED, PERMITTED, INSTALLED AND TESTED BY FIRE SPRINKLER DESIGNER/FIRE SPRINKLER CONTRACTOR.
- CONTRACTOR IS MADE AWARE THAT OSHA REQUIRES A PROTECTIVE SYSTEM DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER FOR EXCAVATIONS DEEPER THAN 20 FT.
- CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO EXISTING ROADWAYS FROM CONSTRUCTION AREAS.

TREE PROTECTION & REMOVAL NOTES:

INSTALL ALL TREE PROTECTION FENCE PRIOR TO THE COMMENCEMENT OF LAND DISTURBANCE ACTIVITIES..

WATER & SANITARY SEWER NOTES:

- THE EXISTING WATERLINE INFORMATION HAS BEEN SUPPLIED BY OTHERS. ITS LOCATION AND SIZE ARE APPROXIMATE. THE CONTRACTOR IS TO FIELD VERIFY THE EXACT SIZE AND LOCATION OF THE EXISTING WATERLINE PRIOR TO THE BEGINNING OF CONSTRUCTION.
- THE CONTRACTOR IS TO COORDINATE THE WATERLINE TIE IN WITH BJWSA SEVENTY TWO (72) HOURS MINIMUM BEFORE WATERLINE SHUTDOWN.
- WATERLINES 4" AND ABOVE ARE TO BE C900-DR18-CL150. ALL 2" WATERLINES ARE TO BE HDPE, AND ALL DUCTILE IRON PIPE (DIP) IS TO BE CL150.
- WATER METERS ARE 1" DIA. UNLESS OTHERWISE NOTED, AND ARE TO BE PROVIDED AND SET BY BJWSA.
- ALL SANITARY SEWER PIPE LENGTHS IN PLAN AND PROFILE VIEWS ARE TO THE CENTERLINE OF THE MANHOLES.
- SANITARY SEWER PIPE IS TO BE PVC SDR26.
- EXISTING MANHOLE LOCATION, RIM ELEVATION, AND INVERTS HAVE BEEN SUPPLIED BY THE SURVEYOR. THE PIPE LOCATION IS APPROXIMATE AND IS TO BE FIELD VERIFIED BY THE CONTRACTOR IF APPLICABLE.
- SANITARY SEWER LATERALS ARE TO BE LAID WITH A MINIMUM SLOPE OF 2.00% AS SHOWN ON PLANS.

STORM SEWER NOTES:

- RCP IS TO BE (CLII). UNLESS OTHERWISE NOTED.
- HDPE IS TO BE N-12 UNLESS OTHERWISE NOTED.
- FOR DESIGN PURPOSES ALL PIPE LENGTHS IN THE PLAN AND PROFILE VIEWS ARE TO THE CENTERLINE OF THE STRUCTURE. (I.E.: CB, JB, OR OUTFALL, FOR PAYMENT IT WILL BE THE NET LENGTH INSTALLED)
- SUBGRADE DRAIN IS TO BE 4" PERFORATED HDPE WITH GEOTEXTILE SOCK.
- WRAP ALL JOINTS W/GEOTEXTILE FABRIC.

ADA PAVING REQUIREMENTS (PER ADA VERSION 2010)

THE PAVING TOLERANCES ON THE PLAN MAY BE LOWER THAN ADA MAXIMUMS. CONTRACTOR SHALL CONDUCT THE PROJECT AS ENGINEERED.

THE AMERICANS WITH DISABILITIES ACT HAS BEEN A FEDERAL CIVIL RIGHTS LAW SINCE 1992. IT IS NOT A BUILDING CODE SO IT IS NOT REVIEWED BY THE LOCAL BUILDING DEPARTMENTS OR PERMITTING AGENCIES. BEING ISSUED A CERTIFICATE OF OCCUPANCY BY THE LOCAL BUILDING JURISDICTION DOES NOT ALLEVIATE THE BUILDING OWNER OR CONTRACTOR FROM RESPONSIBILITY FOR NON-COMPLIANCE.

CONTRACTOR SHOULD IMMEDIATELY NOTIFY THE ARCHITECT OR DESIGN ENGINEER OF ANY FIELD DISCREPANCIES. DO NOT MAKE FIELD ADJUSTMENTS BASED ON PREVIOUS CONSTRUCTION EXPERIENCE. DOING SO WILL BE DONE AT THE SOLE RISK OF THE CONTRACTOR POSSIBLY HAVING TO MAKE REQUIRED REPAIRS AT HIS EXPENSE.

ALL STORES WILL BE CHECKED WITH A DIGITAL SLOPE METER FOR ADA COMPLIANCE.

CONTRACTOR SHALL REMEMBER THAT ALL ADA SLOPES ARE MAXIMUM NOT TO EXCEED. ANY AMOUNT OF SLOPE EXCEEDING THE PUBLISHED ADA SLOPE IS NOT ACCEPTABLE.

- THE FOLLOWING ARE CURRENT ADA REQUIREMENTS:
- HANDICAP PARKING SPACES
 - SLOPE AND CROSS SLOPE OF ACCESSIBLE SPACES AND ACCESS AISLE AT 2.00% MAXIMUM OR LESS.
 - CURB RAMPS
 - SLOPE SHALL NOT EXCEED 1:14 IN DIRECTION OF TRAVEL. CROSS SLOPE SHALL NOT EXCEED 2.00%. FLARED SIDES NOT MORE THAN 1:14.
 - LEVEL CHANGES
 - LEVEL CHANGES ANYWHERE ALONG THE ACCESSIBLE ROUTE SHALL NOT EXCEED 1/2" WITH A BEVEL.
 - EXTERIOR ROUTE
 - SLOPE SHALL NOT EXCEED 4.50% IN DIRECTION OF TRAVEL W/OUT A CURB RAMP (SEE B. CURB RAMPS) NOR 2.00% CROSS SLOPE.

ACCESSIBLE ROUTE:

- IF ACCESSIBLE ROUTE IS BUILT EXCEEDING MAXIMUM SLOPE WITHOUT WRITTEN CONSENT OF ENGINEER CONSULTANT, EVEN IF CONSTRUCTED TO PLANS, THE CONTRACTOR WILL BE REQUIRED TO CORRECT THE GRADING AND PAVING AT THE CONTRACTOR'S EXPENSE.
- ALL SLOPES ALONG THE ACCESSIBLE ROUTE AND WITHIN THE HANDICAP SPACES MUST BE IN COMPLIANCE WITH THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND MEET THOSE REQUIREMENTS. ADA PAVING SLOPES WILL BE CHECKED WITH A 24" DIGITAL SLOPE METER AT THE TIME OF FINAL BUILDING INSPECTION.
- CONTRACTOR SHALL VERIFY THAT THE ACCESSIBLE ROUTE AS DESCRIBED IS A 4.50% MAXIMUM GRADIENT WITH A 2.00% CROSS SLOPE UNLESS A CURB RAMP IS PROPOSED (SEE B. CURB RAMPS). HE SHOULD NOTIFY THE ARCHITECT AND DESIGN ENGINEER IMMEDIATELY IF HE FEELS THE ACCESSIBLE ROUTE EXCEEDS THE SLOPE REQUIREMENTS.

GRADING NOTES:

- CONTRACTOR SHALL IDENTIFY THE BENCH MARK ON THE EXISTING SURVEY INFORMATION AND SHALL ESTABLISH A TEMPORARY MONUMENT TO BE MAINTAINED FOR THE DURATION OF THE PROJECT. THIS SHALL BE UTILIZED FOR ELEVATION REFERENCES.

CONTRACTOR SHALL IMPLEMENT SOIL EROSION AND SEDIMENT CONTROL MEASURES IN ORDER TO PROTECT THE SITE AND NEIGHBORING AREAS. THESE OPERATIONS SHALL CONFORM TO THE REGULATIONS OF THE LOCAL, COUNTY, STATE OR FEDERAL REGULATORY AGENCIES. THESE OPERATIONS SHALL REMAIN IN EFFECT FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL UTILIZE EROSION CONTROL DEVICES SUCH AS MAT BALES, SILT FENCES ETC. RUNOFF FROM THE WORK AREA WILL NOT BE PERMITTED TO FLOW INTO EXISTING WETLANDS, DRAINAGE COURSES, PONDS

THE EARTHWORK AND GRADING OPERATIONS ARE TO BE COMPLETED AS QUICKLY AS POSSIBLE TO MINIMIZE EROSION AND RUNOFF PROBLEMS.

TOPSOIL SHALL BE STRIPPED AND STOCKPILED AT THE OWNER'S DIRECTION UNLESS OTHERWISE DIRECTED. THE TOPSOIL SHALL BE RE-SPREAD AT THE CONCLUSION OF GRADING OPERATIONS AND SEDED. SEED MIX, IF NOT SPECIFIED SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE. UP TO A 20% MIX OF RYE GRASS MAY BE REQUIRED IN OUT-OF-SEASON

EXCAVATED ON-SITE MATERIAL OR OFF-SITE BORROW MATERIAL SHALL BE FREE OF DEBRIS, VEGETATIVE MATERIAL AND OTHER FOREIGN MATTER. ALL EARTH FOR USE IN THE PROJECT AREA SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT OR OWNER'S REPRESENTATIVE.

ALL FILL OPERATIONS SHALL BE DONE IN 6" TO 8" LIFTS.

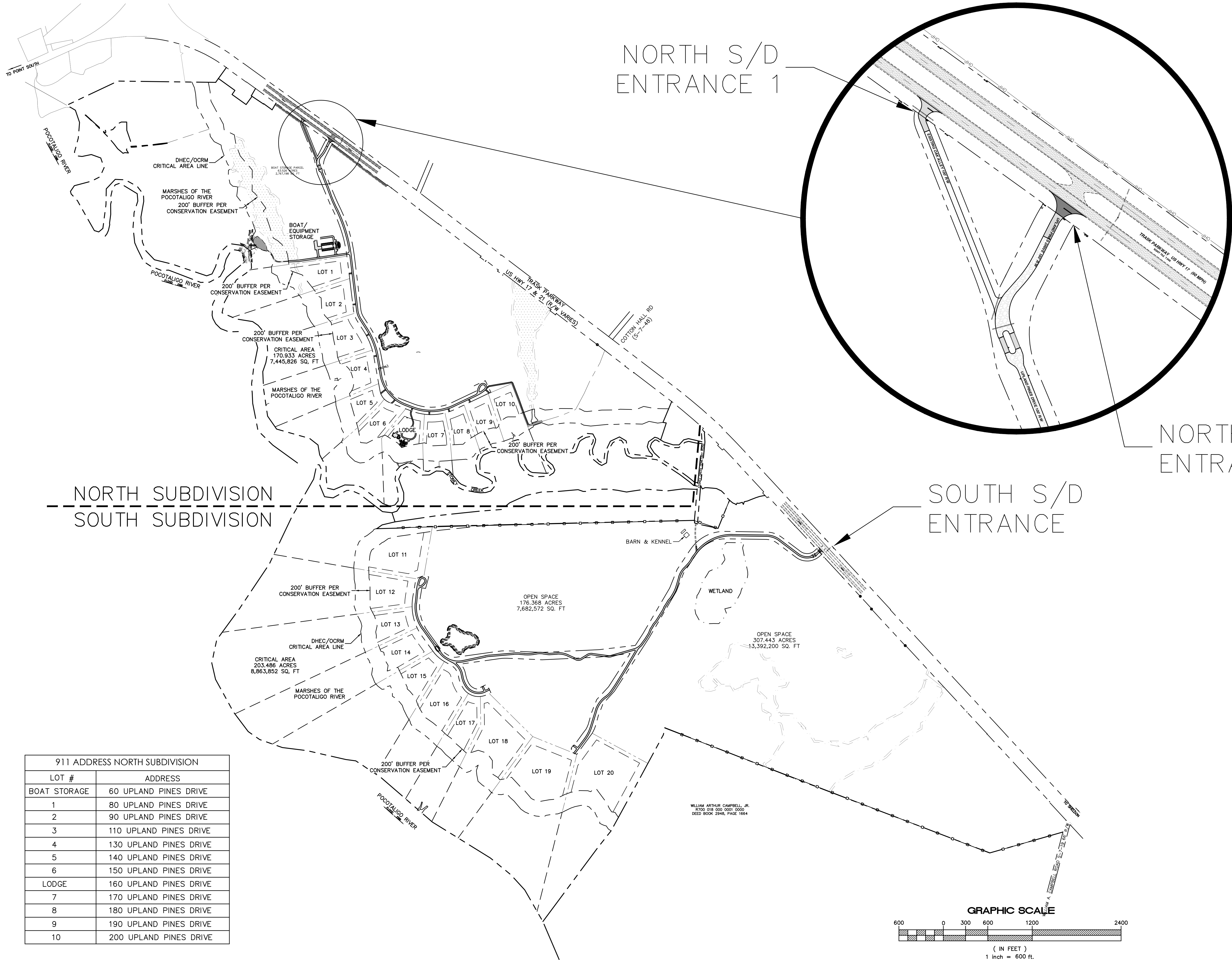
UNLESS OTHERWISE DIRECTED ANY UNUSED EARTHEN MATERIAL SHALL BE RE-SPREAD ON THE SITE AT THE OWNER'S DIRECTION.

NORTH S/D
ENTRANCE 1

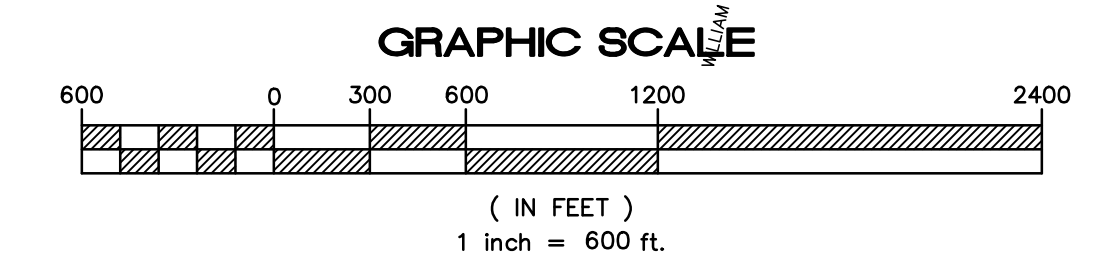
NORTH S/D
ENTRANCE 2

SOUTH S/D
ENTRANCE

NORTH SUBDIVISION
SOUTH SUBDIVISION



911 ADDRESS NORTH SUBDIVISION	
LOT #	ADDRESS
BOAT STORAGE	60 UPLAND PINES DRIVE
1	80 UPLAND PINES DRIVE
2	90 UPLAND PINES DRIVE
3	110 UPLAND PINES DRIVE
4	130 UPLAND PINES DRIVE
5	140 UPLAND PINES DRIVE
6	150 UPLAND PINES DRIVE
LODGE	160 UPLAND PINES DRIVE
7	170 UPLAND PINES DRIVE
8	180 UPLAND PINES DRIVE
9	190 UPLAND PINES DRIVE
10	200 UPLAND PINES DRIVE



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ANDREWS ENGINEERING & SURVEYING
NO. 12860
NO. 00008

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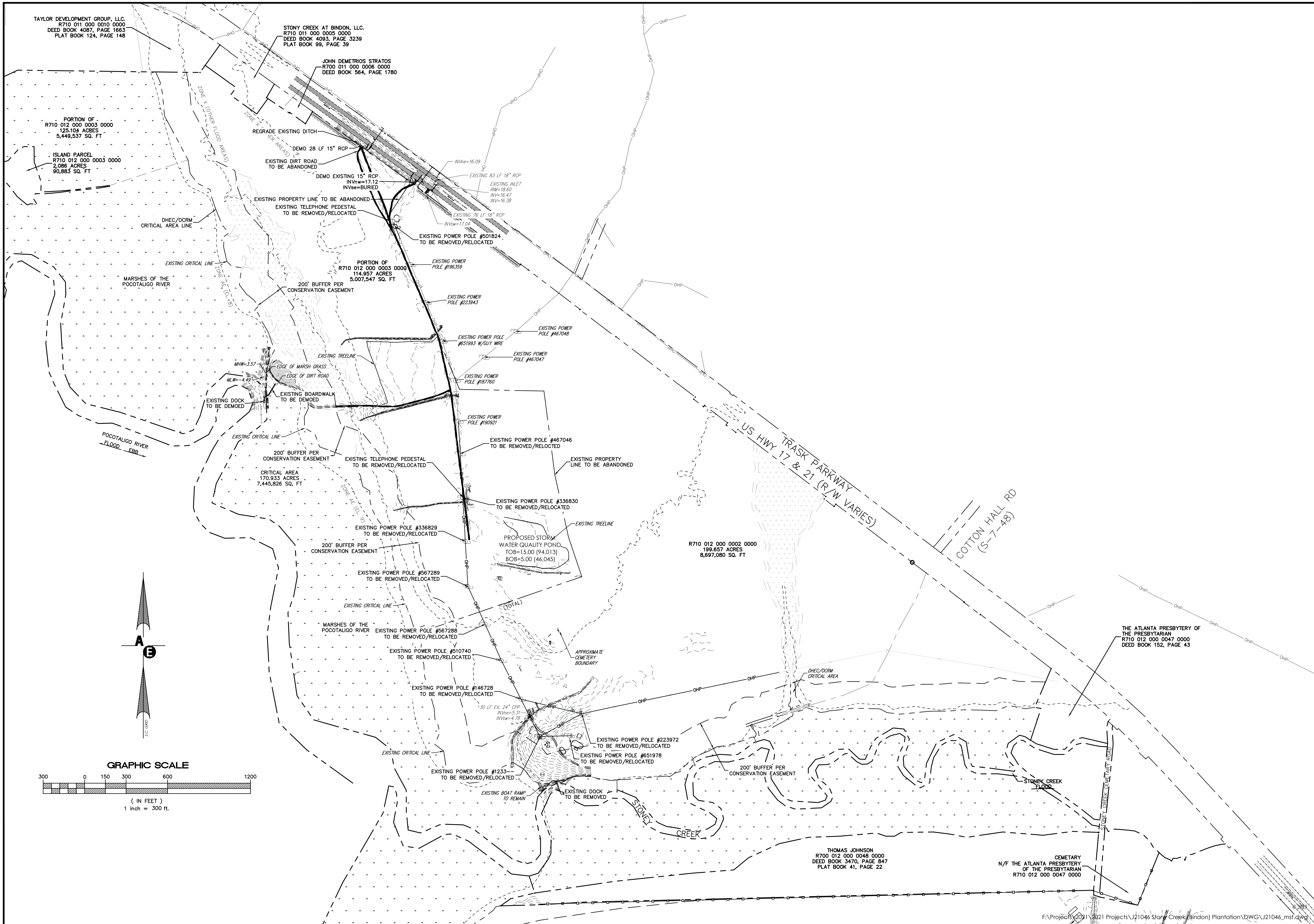
Site Development Plan
Stony Creek at
Bindon Plantation
US Hwy. 17 (Trask Pkwy.)
Town of Yemassee
Beaufort County, SC

Overall Site Plan
North and South
Subdivisions

Date Drawn: 04/28/22
Last Revised: 09/09/23
Drawn By: R. Crosby
Engineer: S. Andrews

SHEET #:
1

JOB: J21046



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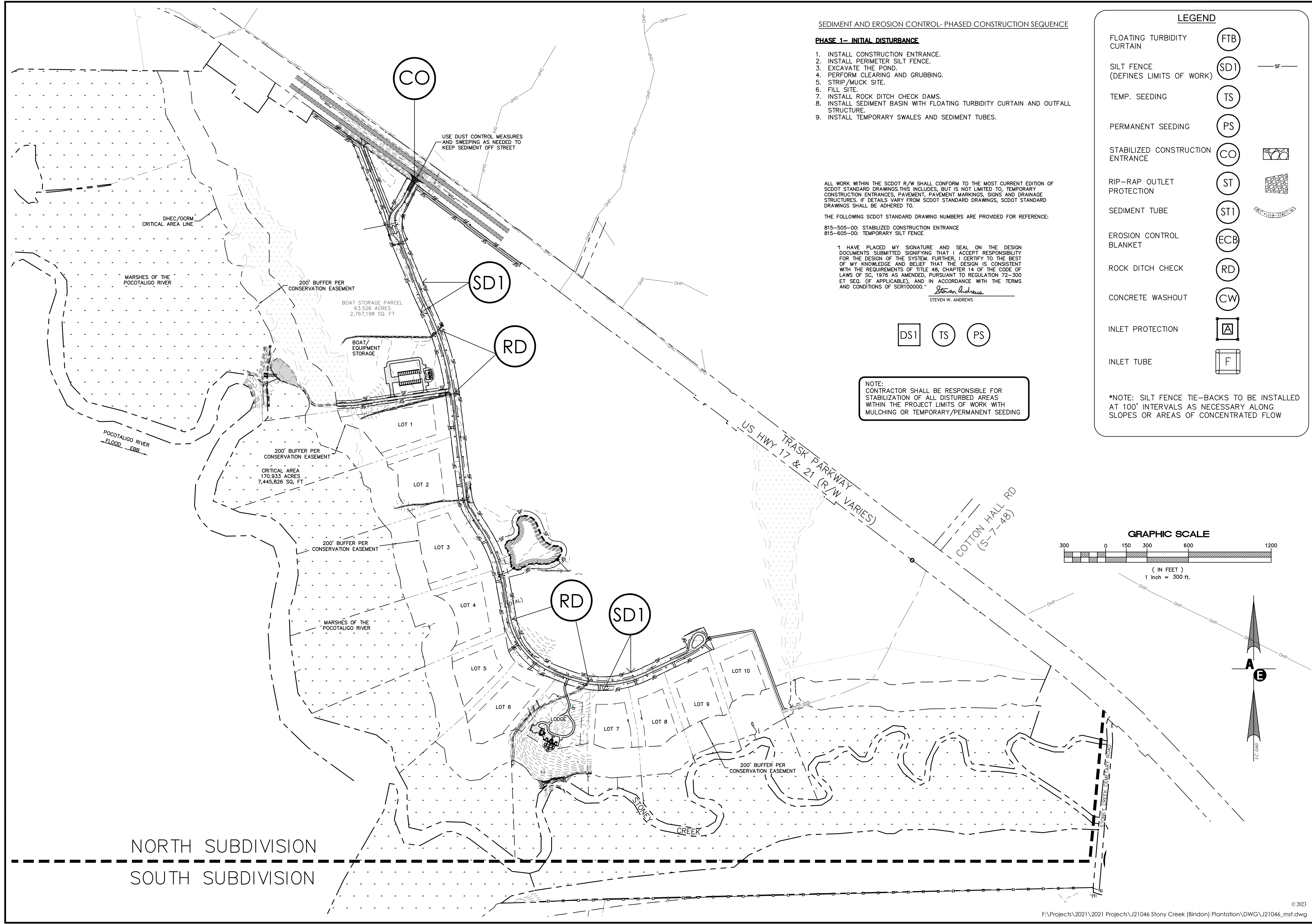
Site Development Plan
Stony Creek at
Bindon Plantation
US Hwy. 17 (Trask Pkwy.)
Town of Yemassee
Beaufort County, SC

North Subdivision
Existing Site
and Demolition
Plan

Date Drawn: 04/28/22
Last Revised: 09/09/23
Drawn By: R. Crosby
Engineer: S. Andrews

SHEET #:
2

JOB: J21046



SEDIMENT AND EROSION CONTROL- PHASED CONSTRUCTION SEQUENCE

PHASE 1- INITIAL DISTURBANCE

1. INSTALL CONSTRUCTION ENTRANCE.
2. INSTALL PERIMETER SILT FENCE.
3. EXCAVATE THE POND.
4. PERFORM CLEARING AND GRUBBING.
5. STRIP/MUCK SITE.
6. FILL SITE.
7. INSTALL ROCK DITCH CHECK DAMS.
8. INSTALL SEDIMENT BASIN WITH FLOATING TURBIDITY CURTAIN AND OUTFALL STRUCTURE.
9. INSTALL TEMPORARY SWALES AND SEDIMENT TUBES.

ALL WORK WITHIN THE SCDOT R/W SHALL CONFORM TO THE MOST CURRENT EDITION OF SCDOT STANDARD DRAWINGS. THIS INCLUDES, BUT IS NOT LIMITED TO, TEMPORARY CONSTRUCTION ENTRANCES, PAVEMENT MARKINGS, SIGNS AND DRAINAGE STRUCTURES. IF DETAILS VARY FROM SCDOT STANDARD DRAWINGS, SCDOT STANDARD DRAWINGS SHALL BE ADHERED TO.

THE FOLLOWING SCDOT STANDARD DRAWING NUMBERS ARE PROVIDED FOR REFERENCE:
 815-505-00: STABILIZED CONSTRUCTION ENTRANCE
 815-605-00: TEMPORARY SILT FENCE

"I HAVE PLACED MY SIGNATURE AND SEAL ON THE DESIGN DOCUMENTS SUBMITTED SIGNIFYING THAT I ACCEPT RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM. FURTHER, I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DESIGN IS CONSISTENT WITH THE REQUIREMENTS OF TITLE 46, CHAPTER 14 OF THE CODE OF LAWS OF SC, 1976 AS AMENDED, PURSUANT TO REGULATION 72-300 ET SEQ. (IF APPLICABLE), AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SCRT000000."

Steven W. Andrews
 STEVEN W. ANDREWS

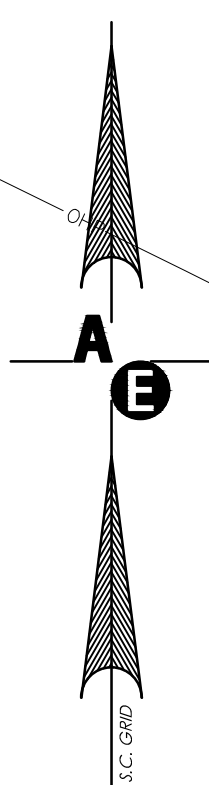
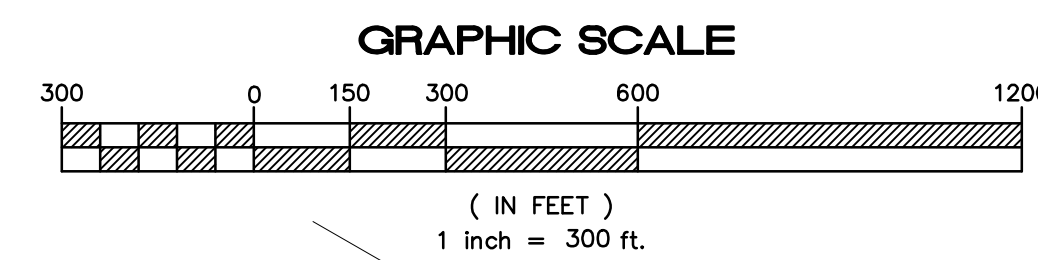
DS1 TS PS

NOTE:
 CONTRACTOR SHALL BE RESPONSIBLE FOR STABILIZATION OF ALL DISTURBED AREAS WITHIN THE PROJECT LIMITS OF WORK WITH MULCHING OR TEMPORARY/PERMANENT SEEDING

LEGEND

- FLOATING TURBIDITY CURTAIN (FTB)
- SILT FENCE (DEFINES LIMITS OF WORK) (SD1)
- TEMP. SEEDING (TS)
- PERMANENT SEEDING (PS)
- STABILIZED CONSTRUCTION ENTRANCE (CO)
- RIP-RAP OUTLET PROTECTION (ST)
- SEDIMENT TUBE (STI)
- EROSION CONTROL BLANKET (ECB)
- ROCK DITCH CHECK (RD)
- CONCRETE WASHOUT (CW)
- INLET PROTECTION (A)
- INLET TUBE (F)

*NOTE: SILT FENCE TIE-BACKS TO BE INSTALLED AT 100' INTERVALS AS NECESSARY ALONG SLOPES OR AREAS OF CONCENTRATED FLOW



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Site Development Plan
 Stony Creek at
 Bindon Plantation
 US Hwy. 17 (Trask Pkwy.)
 Town of Yemassee
 Beaufort County, SC

North Subdivision
 Sediment and Erosion
 Control Plan
 Phase 1
 Initial Disturbance

Date Drawn: 04/28/22
 Last Revised: 09/09/23
 Drawn By: R. Crosby
 Engineer: S. Andrews

SHEET #:

3.1

 JOB: J21046

SEDIMENT AND EROSION CONTROL- PHASED CONSTRUCTION SEQUENCE

PHASE 2- UNDER CONSTRUCTION

1. PERFORM ROUGH GRADING OF ENTIRE SITE. UTILIZE BUILDING SURCHARGE MATERIAL UPON DIRECTIVE OF GEOTECHNICAL ENGINEER.
2. MAINTAIN SILT FENCING AS NECESSARY
3. INSTALL CONCRETE WASHOUT AREA
4. INSTALL WET AND DRY UTILITIES AND ALL CONDUITS
5. INSTALL STORM DRAINAGE PIPING UPSTREAM OF SEDIMENT POND
6. INSTALL TEMPORARY INLET PROTECTION AT ALL DRAINAGE STRUCTURES.
7. REGRADE SITE TO DRAIN TOWARD STORM DRAINAGE STRUCTURES.
8. INSTALL STONE BASE UPSTREAM OF SEDIMENT BASIN THEREBY REDUCING EXPOSED SOIL.
9. INSTALL TEMPORARY STABILIZATION AS NEEDED
10. PERFORM PRELIMINARY AS-BUILT SURVEYS OF ALL DETENTION STRUCTURES AND ADJUST AS NECESSARY
11. INSTALL ALL REMAINING STONE BASE
12. REMOVE CONSTRUCTION ENTRANCE
13. CONSTRUCT BUILDINGS, ROOF LEADER COLLECTION SYSTEMS, AND SIDEWALKS
14. INSTALL TRANSFORMER PADS, LIGHT POLES, TELPEDES, ETC.
15. INSTALL TEMPORARY STABILIZATION AS NEEDED.

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- 815-605-00: TEMPORARY SILT FENCE

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Steven W. Andrews
STEVEN W. ANDREWS

DS1 TS PS

NOTE:
CONTRACTOR SHALL BE RESPONSIBLE FOR STABILIZATION OF ALL DISTURBED AREAS WITHIN THE PROJECT LIMITS OF WORK WITH MULCHING OR TEMPORARY/PERMANENT SEEDING

LEGEND

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- TEMP. SEEDING (TS)
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*NOTE: SILT FENCE TIE-BACKS TO BE INSTALLED AT 100' INTERVALS AS NECESSARY ALONG SLOPES OR AREAS OF CONCENTRATED FLOW

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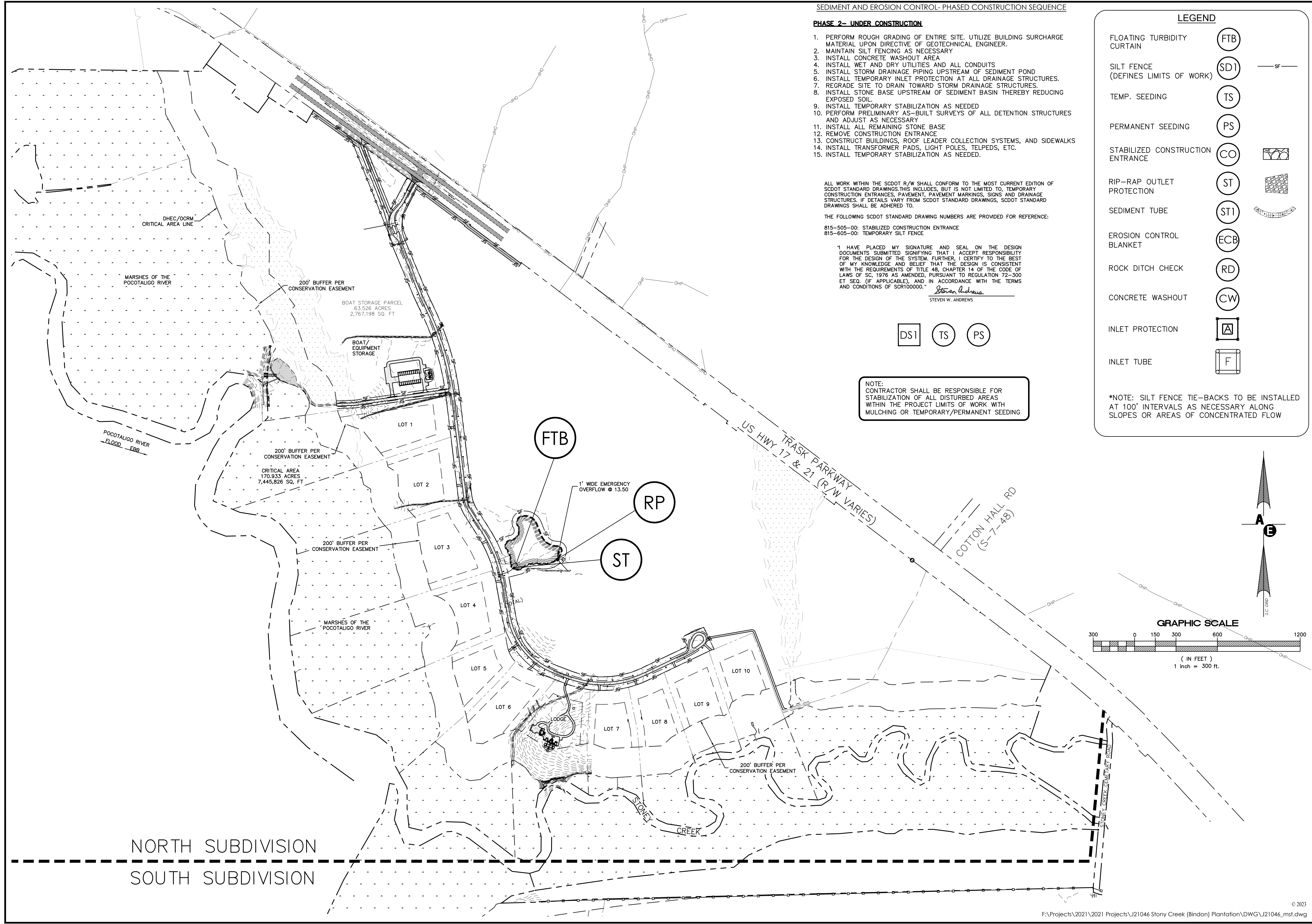
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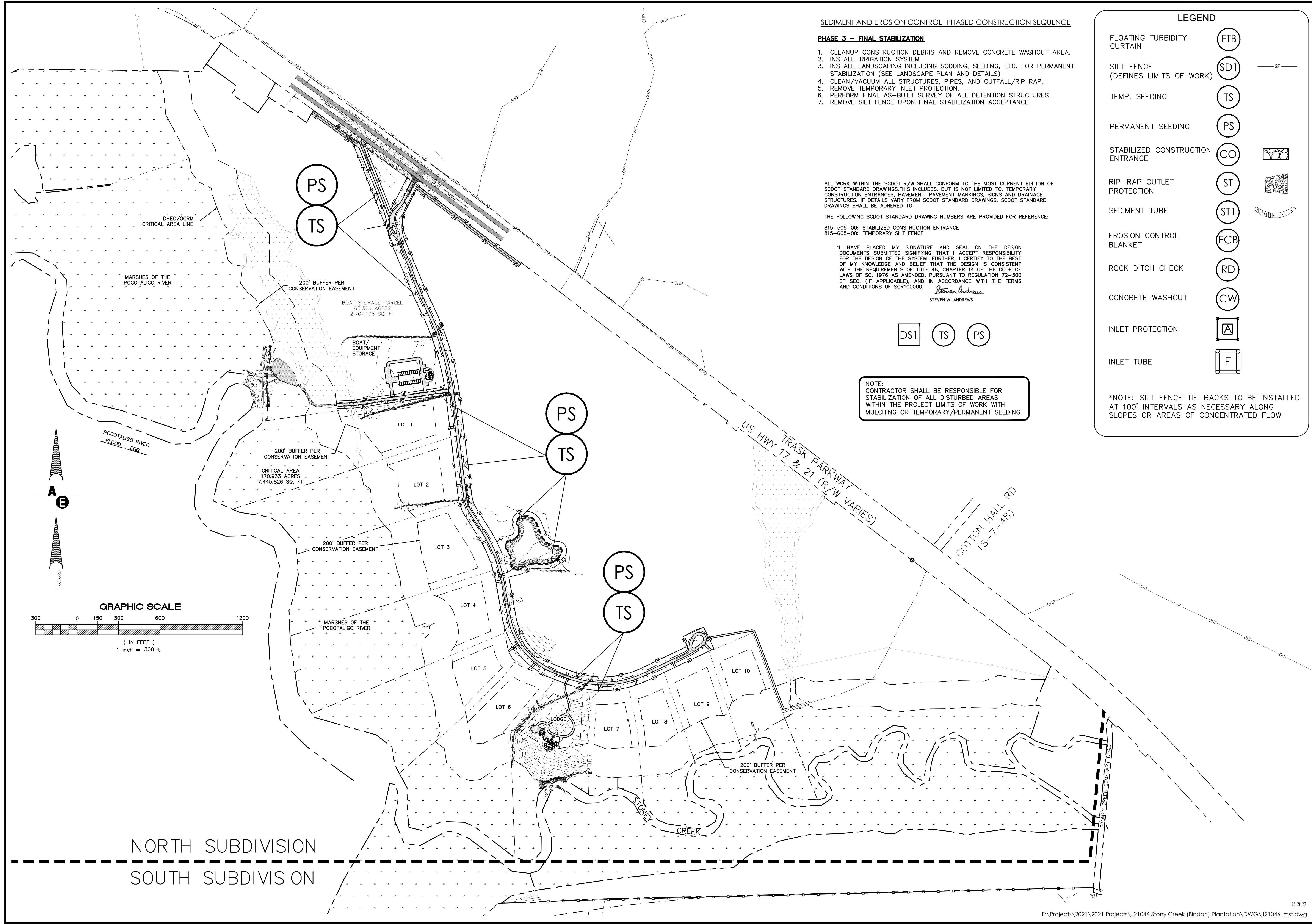
North Subdivision
Sediment and Erosion
Control Plan
Phase 2
Under Construction

Date Drawn: 04/28/22
Last Revised: 09/09/23
Drawn By: R. Crosby
Engineer: S. Andrews

SHEET #:
3.2

JOB: J21046





SEDIMENT AND EROSION CONTROL- PHASED CONSTRUCTION SEQUENCE

PHASE 3 - FINAL STABILIZATION

1. CLEANUP CONSTRUCTION DEBRIS AND REMOVE CONCRETE WASHOUT AREA.
2. INSTALL IRRIGATION SYSTEM
3. INSTALL LANDSCAPING INCLUDING SODDING, SEEDING, ETC. FOR PERMANENT STABILIZATION (SEE LANDSCAPE PLAN AND DETAILS)
4. CLEAN/VACUUM ALL STRUCTURES, PIPES, AND OUTFALL/RIP RAP.
5. REMOVE TEMPORARY INLET PROTECTION.
6. PERFORM FINAL AS-BUILT SURVEY OF ALL DETENTION STRUCTURES
7. REMOVE SILT FENCE UPON FINAL STABILIZATION ACCEPTANCE

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Steven W. Andrews
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DS1 TS PS

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Professional Engineer Seal: Steven W. Andrews, No. 12860, State of South Carolina, expires 09/08/2023.

Professional Engineer Seal: Steven W. Andrews, No. 00008, State of North Carolina, expires 09/08/2023.

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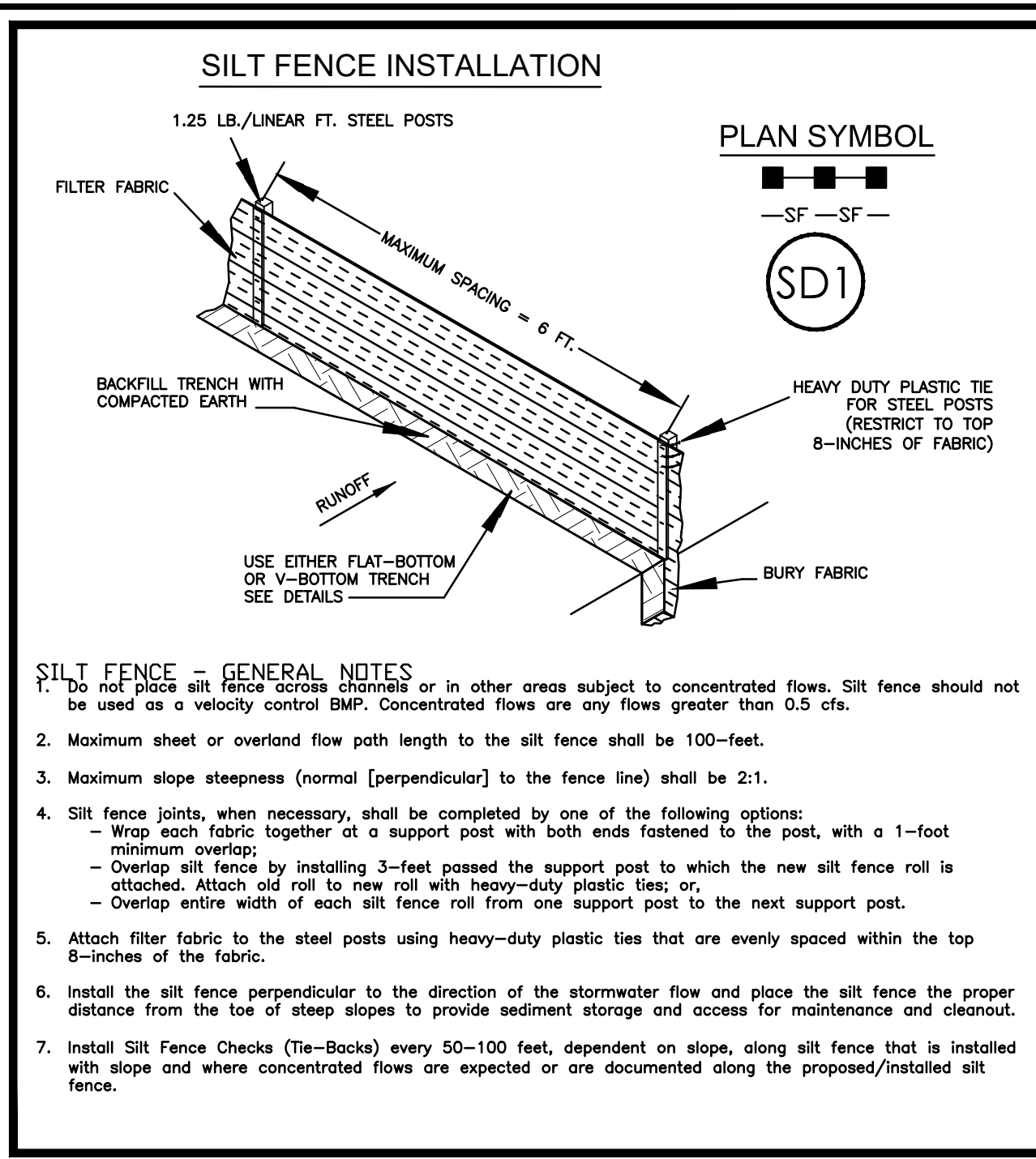
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 Drawn By: R. Crosby
 Engineer: S. Andrews

SHEET #:
3.3

JOB: J21046



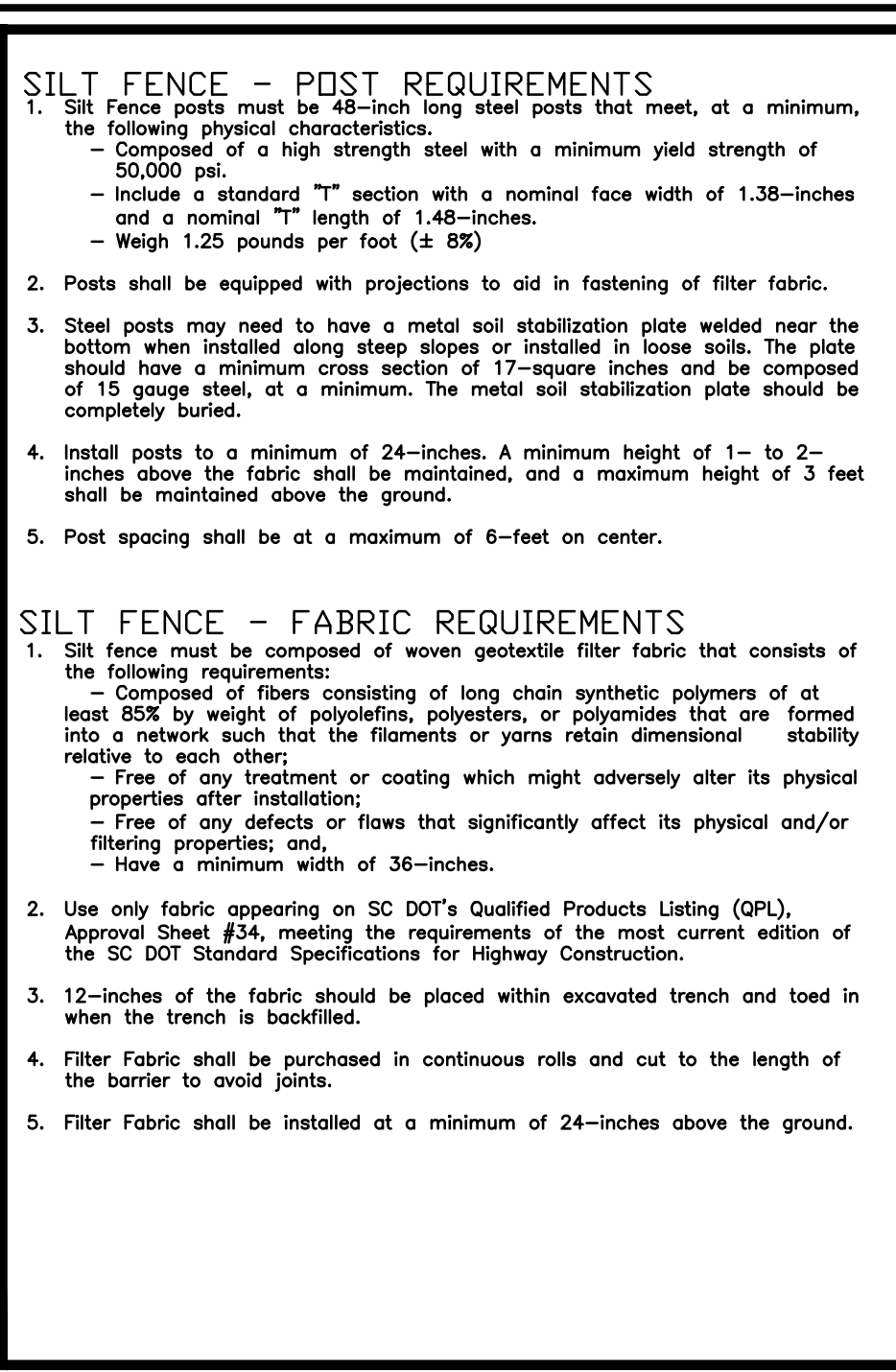
South Carolina Department of Health and Environmental Control

SILT FENCE

STANDARD DRAWING NO. SC-03 PAGE 1 of 2

NOT TO SCALE

FEBRUARY 2014 DATE



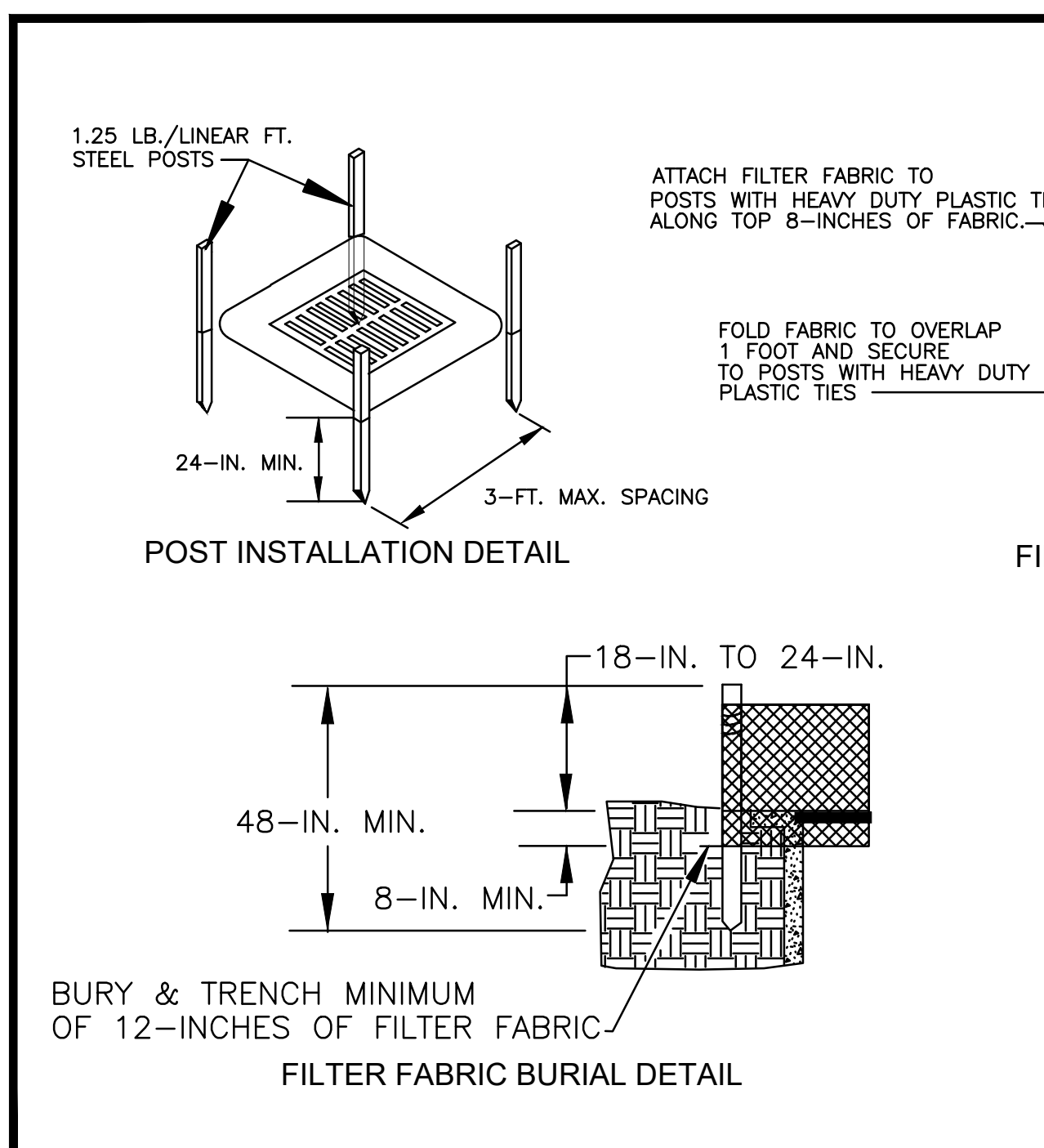
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SILT FENCE

STANDARD DRAWING NO. SC-03 PAGE 2 of 2

GENERAL NOTES

FEBRUARY 2014 DATE



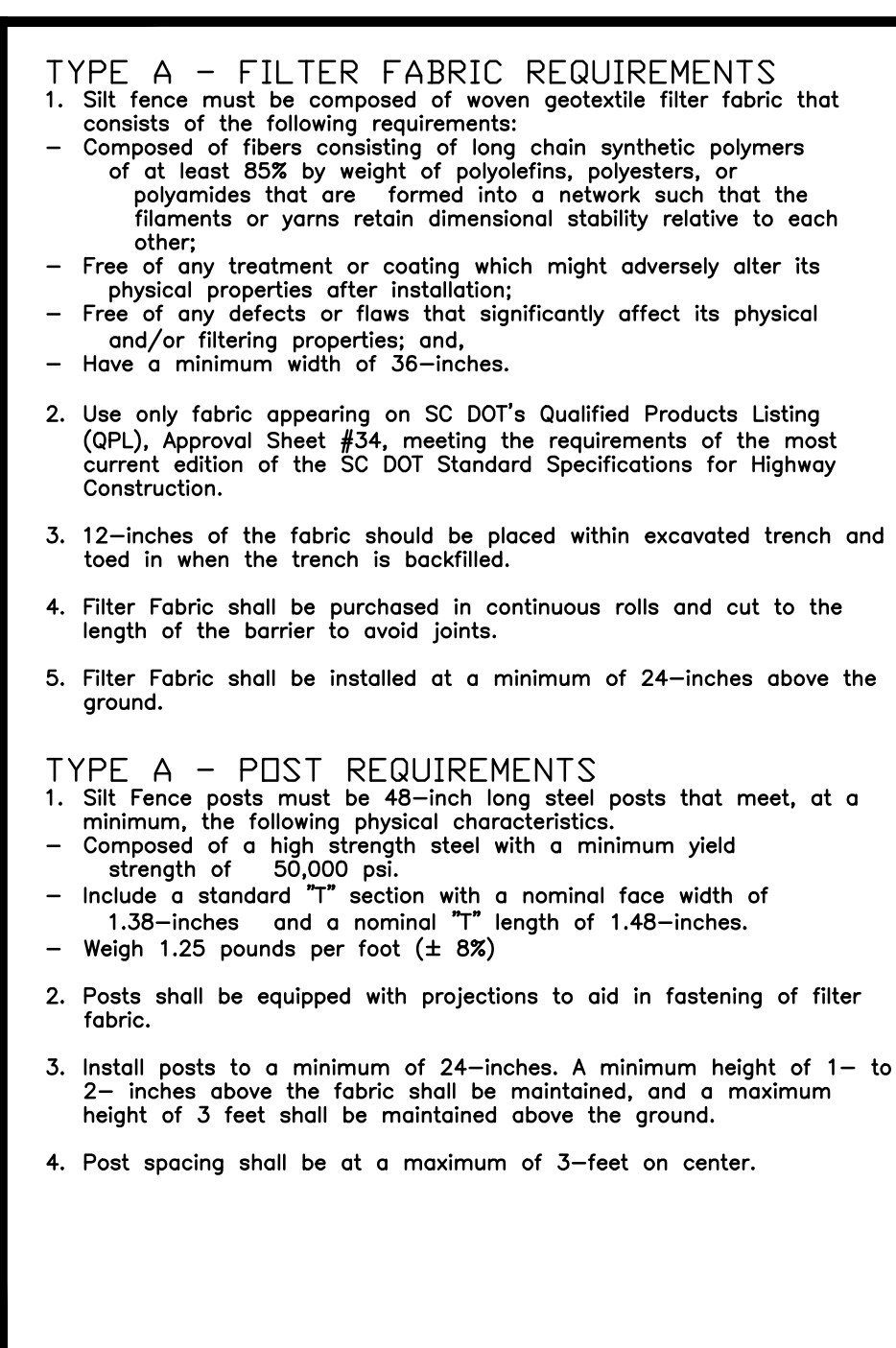
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Type A FILTER FABRIC INLET PROTECTION

STANDARD DRAWING NO. SC-07 PAGE 1 of 2

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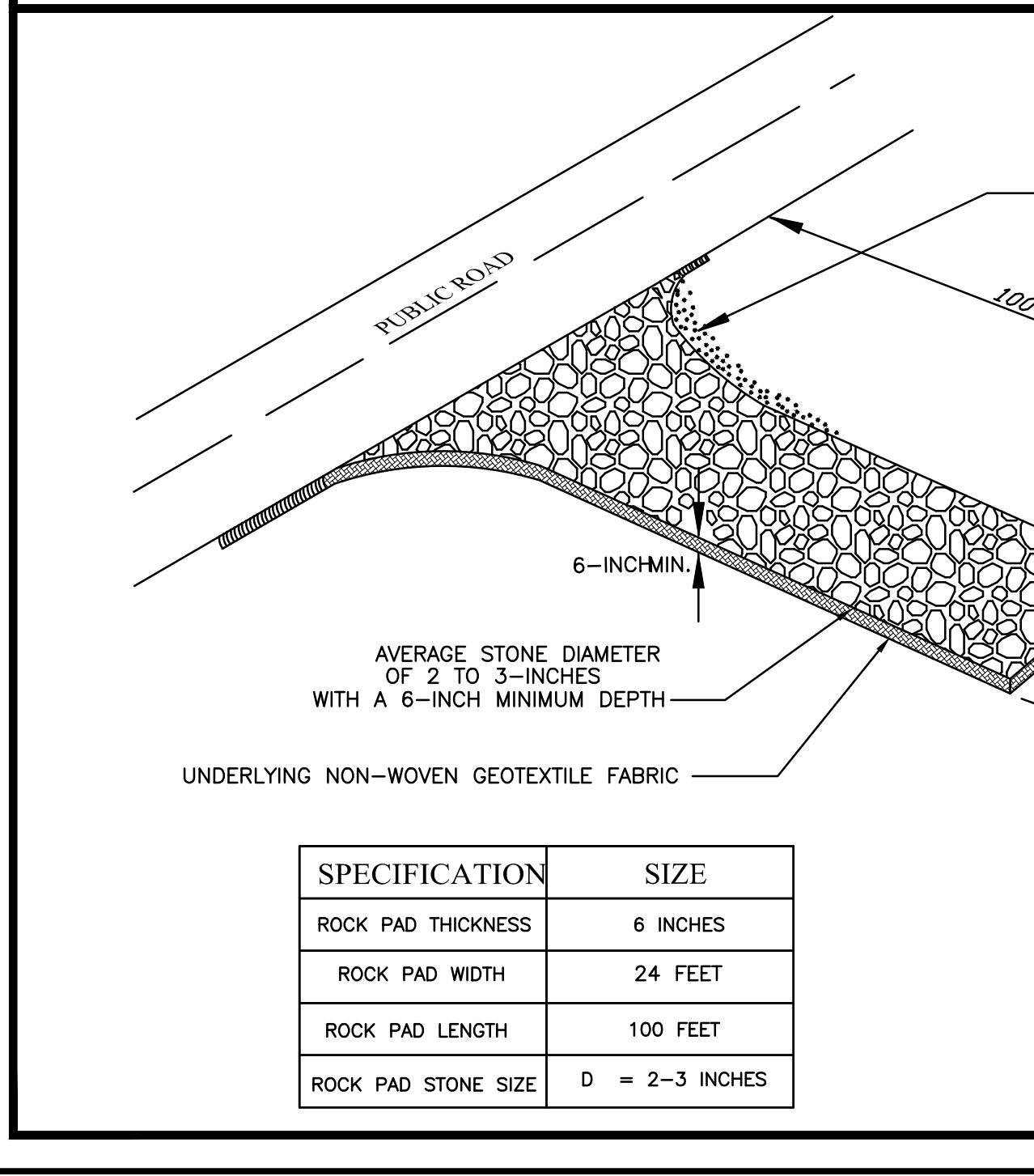
South Carolina Department of Health and Environmental Control

Type A FILTER FABRIC INLET PROTECTION

STANDARD DRAWING NO. SC-07 PAGE 2 of 2

GENERAL NOTES

FEBRUARY 2014 DATE



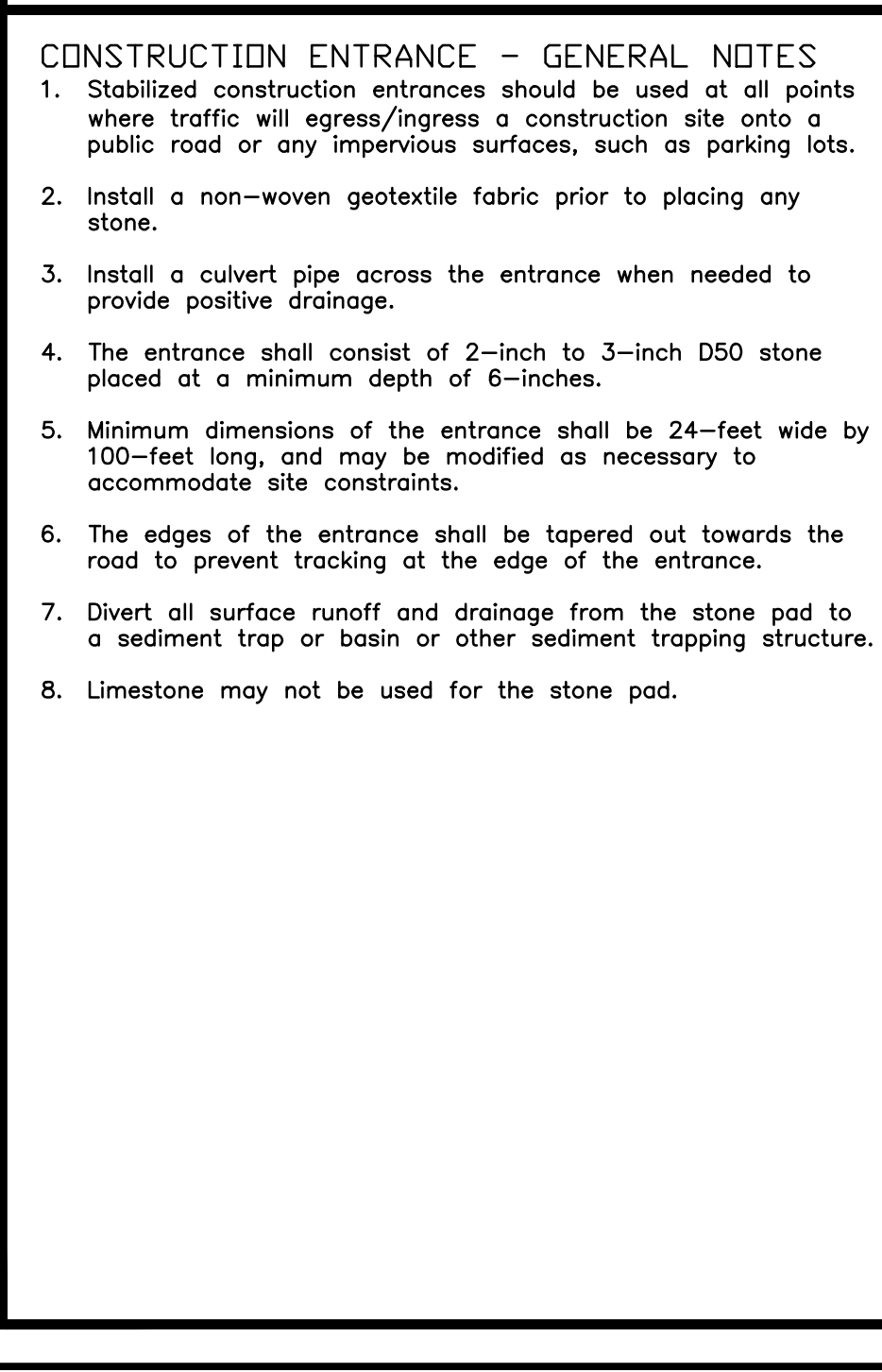
South Carolina Department of Health and Environmental Control

CONSTRUCTION ENTRANCE

STANDARD DRAWING NO. SC-06 PAGE 1 of 2

NOT TO SCALE

FEBRUARY 2014 DATE



South Carolina Department of Health and Environmental Control

CONCRETE WASHOUT EXCAVATED PIT

STANDARD DRAWING NO. RC-08 PAGE 1 of 1

NOT TO SCALE

FEBRUARY 2014 DATE

- If necessary, slopes, which exceed eight (8) vertical feet should be stabilized with synthetic or vegetative mats, in addition to hydroseeding. It may be necessary to install temporary slope drains during construction. Temporary berms may be needed until the slope is brought to grade.
- Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than fourteen (14) days after work has ceased, except as stated below.
 - Where stabilization by the 14th day is precluded by snow cover or frozen ground conditions stabilization measures must be initiated as soon as practicable.
 - Where construction activity on a portion of the Site is temporarily ceased, and earth-disturbing activities will be resumed within 14 days, temporary stabilization measures do not have to be initiated on that portion of the Site.
- All sediment and erosion control devices shall be inspected once every calendar week. If periodic inspection or other information indicates that a BMP has been inappropriately or incorrectly installed, the Permittee must address the necessary replacement or modification required to correct the BMP within 48 hours of identification.
- Provide silt fence and/or other control devices, as may be required, to control soil erosion during utility construction. All disturbed areas shall be cleaned, graded, and stabilized with grassing immediately after the utility installation. Fill, cover, and temporary seeding at the end of each day are recommended. If water is encountered while trenching, the water should be filtered to remove sediment before being pumped back into any waters of the State.
- All erosion control devices shall be properly maintained during all phases of construction until the completion of all construction activities and all disturbed areas have been stabilized. Additional control devices may be required during construction in order to control erosion and/or offsite sedimentation. All temporary control devices shall be removed once construction is complete and the site is stabilized.
- The contractor must take necessary action to minimize the tracking of mud onto paved roadway(s) from construction areas and the generation of dust. The contractor shall daily remove mud/silt from pavement, as may be required.
- Residential subdivisions require erosion control features for infrastructure as well as for individual lot construction. Individual property owners shall follow these plans during construction or obtain approval of an individual plan in accordance with S.C. Reg. 72-300 et seq. and SCR100000.
- Temporary diversion berms and/or ditches will be provided as needed during construction to protect work areas from upslope runoff and/or to divert sediment-laden water to appropriate traps or stable outlets.
- All waters of the State (WOS), including wetlands, are to be flagged or otherwise clearly marked in the field. A double row of silt fence is to be installed in all areas where a 50-foot buffer can't be maintained between the disturbed area and all WOS. A 10-foot buffer should be maintained between the last row of silt fence and all WOS.
- Litter, construction debris, oils, fuels, and building products with significant potential for impact (such as stockpiles of freshly treated lumber) and construction chemicals that could be exposed to storm water must be prevented from becoming a pollutant source in storm water discharges.
- A copy of the OS-SWPPP, inspections records, and rainfall data must be retained at the construction site or a nearby location easily accessible during normal business hours, from the date of commencement of construction activities to the date that final stabilization is reached.
- Initiate stabilization measures on any exposed steep slope (3H:1V or greater) where land-disturbing activities have permanently or temporarily ceased, and will not resume for a period of 7 calendar days.
- Minimize soil compaction and, unless infeasible, preserve topsoil.
- Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge.
- Minimize the discharge of pollutants from dewatering of trenches and excavated areas. These discharges are to be routed through appropriate BMPs (sediment basin, filter bag, etc.).
- The following discharges from sites are prohibited:
 - Wastewater from washout of concrete, unless managed by an appropriate control;
 - Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
 - Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and
 - Soaps or solvents used in vehicle and equipment washing.
- After construction activities begin, inspections must be conducted at a minimum of at least once every calendar week and must be conducted until final stabilization is reached on all areas of the construction site.
- If existing BMPs need to be modified or if additional BMPs are necessary to comply with the requirements of this permit and/or SC's Water Quality Standards, implementation must be completed before the next storm event whenever practicable. If implementation before the next storm event is impracticable, the situation must be documented in the OS-SWPPP and alternative BMPs must be implemented as soon as reasonably possible.
- A Pre-Construction Conference must be held for each construction site with an approved On-Site SWPPP prior to the implementation of construction activities. For non-linear projects that disturb 10 acres or more this conference must be held on-site unless the Department has approved otherwise.

South Carolina Department of Health and Environmental Control

CONCRETE WASHOUT EXCAVATED PIT

STANDARD DRAWING NO. RC-08 PAGE 1 of 1

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FEBRUARY 2014 DATE

PLAN REVISIONS

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Andrews Engineering & Surveying

Preliminary Site Plan
Stony Creek at
Bindon Plantation
US Hwy. 17 (Trask Pkwy.)
Town of Yemassee
Beaufort County, SC

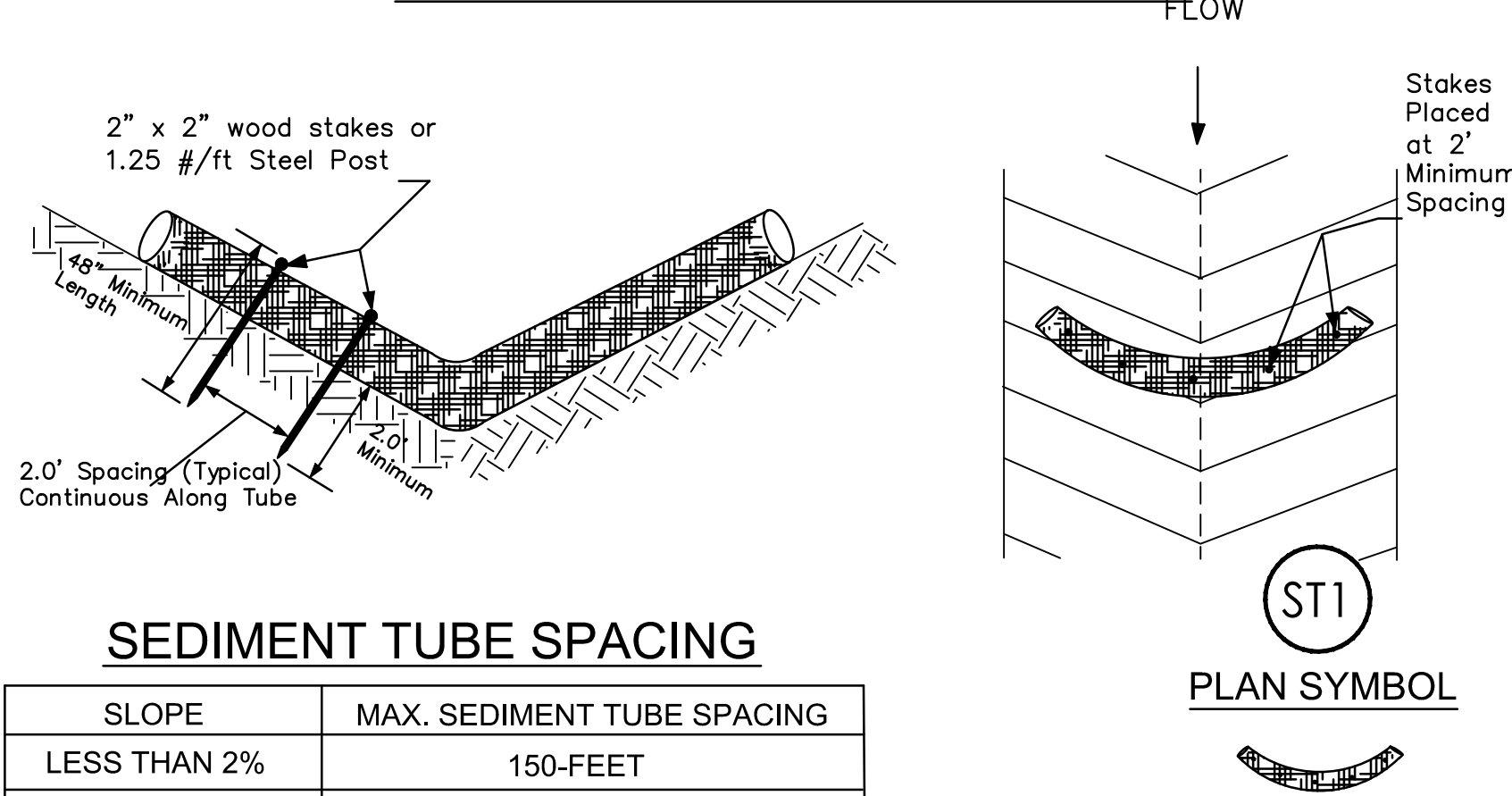
Sediment and Erosion
Control Details
Sheet 1

Date Drawn: 04/28/22
Last Revised: 09/09/23
Drawn By: R. Crosby
Engineer: S. Andrews

SHEET #:
4

JOB: J21046

SEDIMENT TUBE INSTALLATION



SEDIMENT TUBE SPACING

SLOPE	MAX. SEDIMENT TUBE SPACING
LESS THAN 2%	150-FEET
2%	100-FEET
3%	75-FEET
4%	50-FEET
5%	40-FEET
6%	30-FEET
GREATER THAN 6%	25-FEET

South Carolina Department of Health and Environmental Control

SEDIMENT TUBES

STANDARD DRAWING NO. SC-05 PAGE 1 of 2

NOT TO SCALE

FEBRUARY 2014 DATE

SEDIMENT TUBES - GENERAL NOTES

- Sediment tubes may be installed along contours, in drainage conveyance channels, and around inlets to help prevent off-site discharge of sediment-laden stormwater runoff.
- Sediment tubes are elongated tubes of compacted geotextiles, curled excelsior wood, natural coconut fiber, or hardwood mulch. Straw, pine needles, and leaf mulch-filled sediment tubes are not permitted.
- The outer netting of the sediment tube should consist of seamless, high-density polyethylene photodegradable materials treated with ultraviolet stabilizers or a seamless, high-density polyethylene non-degradable material.
- Sediment tubes, when used as checks within channels, should range between 18-inches and 24-inches depending on channel dimensions. Diameters outside this range may be allowed where necessary when approved.
- Curled excelsior wood, or natural coconut products that are rolled up to create a sediment tube are not allowed.
- Sediment tubes should be staked using wooden stakes (2-inch X 2-inch) or steel posts (standard "U" or "T" sections with a minimum weight of 1.25 pounds per foot) at a minimum of 48-inches in length placed on 2-foot centers.
- Install all sediment tubes to ensure that no gaps exist between the soil and the bottom of the tube. Manufacturer's recommendations should always be consulted before installation.
- The ends of adjacent sediment tubes should be overlapped 6-inches to prevent flow and sediment from passing through the field joint.
- Sediment tubes should not be stacked on top of one another, unless recommended by manufacturer.
- Each sediment tube should be installed in a trench with a depth equal to 1/5 the diameter of the sediment tube.
- Sediment tubes should continue up the side slopes a minimum of 1-foot above the design flow depth of the channel.
- Install stakes at a diagonal facing incoming runoff.

SEDIMENT TUBES - INSPECTION & MAINTENANCE

- The key to functional sediment tubes is weekly inspections, routine maintenance, and regular sediment removal.
- Regular inspections of sediment tubes shall be conducted once every calendar week and, as recommended, within 24-hours after each rainfall even that produces 1/2-inch or more of precipitation.
- Attention to sediment accumulations in front of the sediment tube is extremely important. Accumulated sediment should be continually monitored and removed when necessary.
- Remove accumulated sediment when it reaches 1/3 the height of the sediment tube.
- Removed sediment shall be placed in stockpile storage areas or spread thinly across disturbed area. Stabilize the removed sediment after it is relocated.
- Large debris, trash, and leaves should be removed from in front of tubes when found.
- If erosion causes the edges to fall to a height equal to or below the height of the sediment tube, repairs should be made immediately to prevent runoff from bypassing tube.
- Sediment tubes should be removed after the contributing drainage area has been completely stabilized. Permanent vegetation should replace areas from which sediment tubes have been removed.

South Carolina Department of Health and Environmental Control

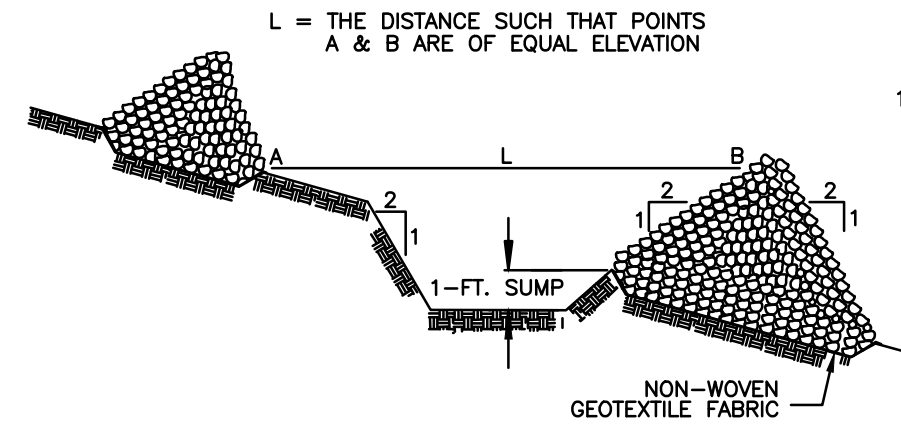
SEDIMENT TUBES

STANDARD DRAWING NO. SC-05 PAGE 2 of 2

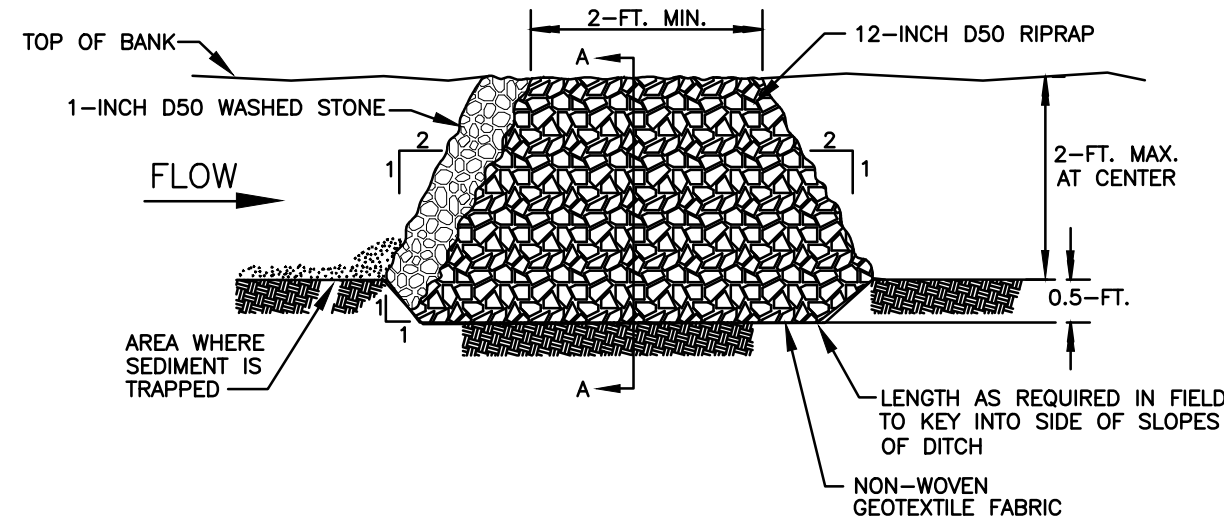
GENERAL NOTES

FEBRUARY 2014 DATE

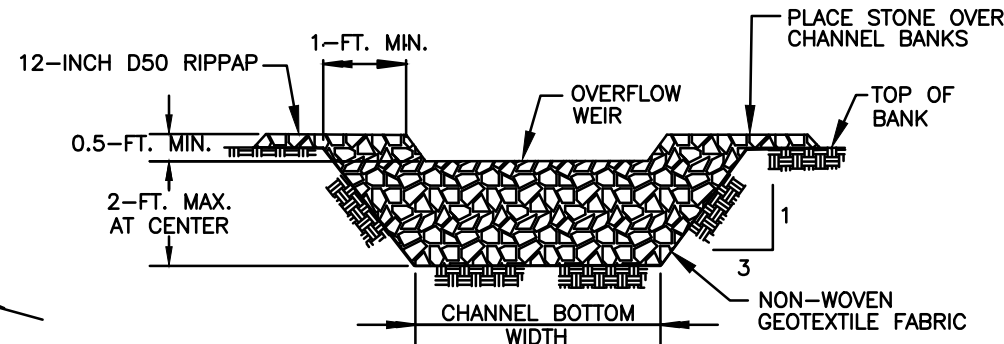
SPACING BETWEEN DITCH CHECK



TYPICAL DITCH CHECK SECTION



CROSS SECTION A-A THRU STONE DITCH CHECK



South Carolina Department of Health and Environmental Control

ROCK DITCH CHECK

STANDARD DRAWING NO. SC-04 PAGE 1 of 2

NOT TO SCALE

FEBRUARY 2014 DATE

ROCK DITCH CHECK - GENERAL NOTES

- Rock Ditch Checks should not be placed in Waters of the State or USGS blue-line streams (unless approved by Federal Authorities).
- Rock Ditch Checks should be installed in steeply sloped channels where adequate vegetation cannot be established. This BMP measure should only be used in small open channels.
- A non-woven geotextile fabric shall be installed over the soil surface where the rock ditch check is to be placed.
- The body of the rock ditch check shall be composed of 12-inch D50 Riprap. The upstream face may be composed of 1-inch D50 washed stone.
- Rock Ditch Checks should not exceed a height of 2-feet at the centerline of the channel.
- Rock Ditch Checks should have a minimum top flow length of 2-feet.
- Riprap should be placed over channel banks to prevent water from cutting around the ditch check.
- The riprap should be placed by hand or mechanical placement (no dumping of rock to form dam) to achieve complete coverage of the channel. Doing so will also ensure that the center of the check is lower than the edges.
- The maximum spacing between the dams should be such that the toe of the upstream check is at the same elevation as the top of the downstream check.

ROCK DITCH CHECK - INSPECTION & MAINTENANCE

- The key to functional rock ditch check is weekly inspections, routine maintenance, and regular sediment removal.
- Regular inspections of rock ditch checks shall be conducted once every calendar week and, as recommended, within 24-hours after each rainfall even that produces 1/2-inch or more of precipitation.
- Attention to sediment accumulations in front of the rock ditch check is extremely important. Accumulated sediment should be continually monitored and removed when necessary.
- Remove accumulated sediment when it reaches 1/3 the height of the rock ditch check.
- Removed sediment shall be placed in stockpile storage areas or spread thinly across disturbed area. Stabilize the removed sediment after it is relocated.
- Inspect Rock Ditch Checks' edges for erosion and evidence of runoff bypassing the installed check. If evident repair promptly as necessary to prevent erosion and bypassing.
- In the case of grass-lined ditches, channels, and swales, rock ditch checks should be removed when the grass has matured sufficiently to protect the ditch or swale unless the slope of the swale is greater than 4%.
- After construction is completed and final stabilization is reached, the entirety of the rock ditch check should be removed if vegetation will be used for permanent erosion control measures. The area beneath the removed rock ditch check must be addressed with permanent stabilization measures.

South Carolina Department of Health and Environmental Control

ROCK DITCH CHECK

STANDARD DRAWING NO. SC-04 PAGE 2 of 2

GENERAL NOTES

FEBRUARY 2014 DATE

NO.	DESCRIPTION:	PLAN REVISIONS	
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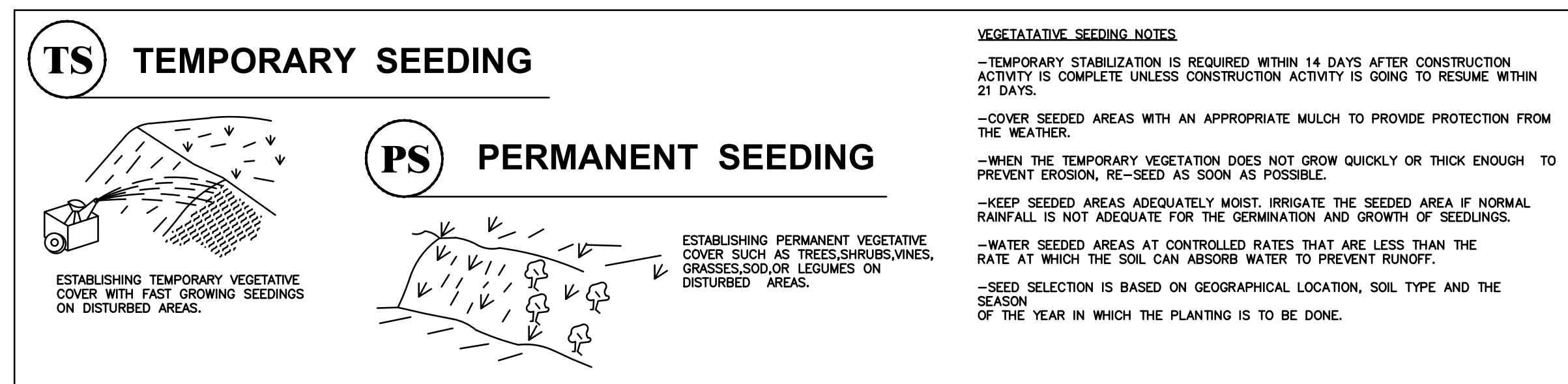
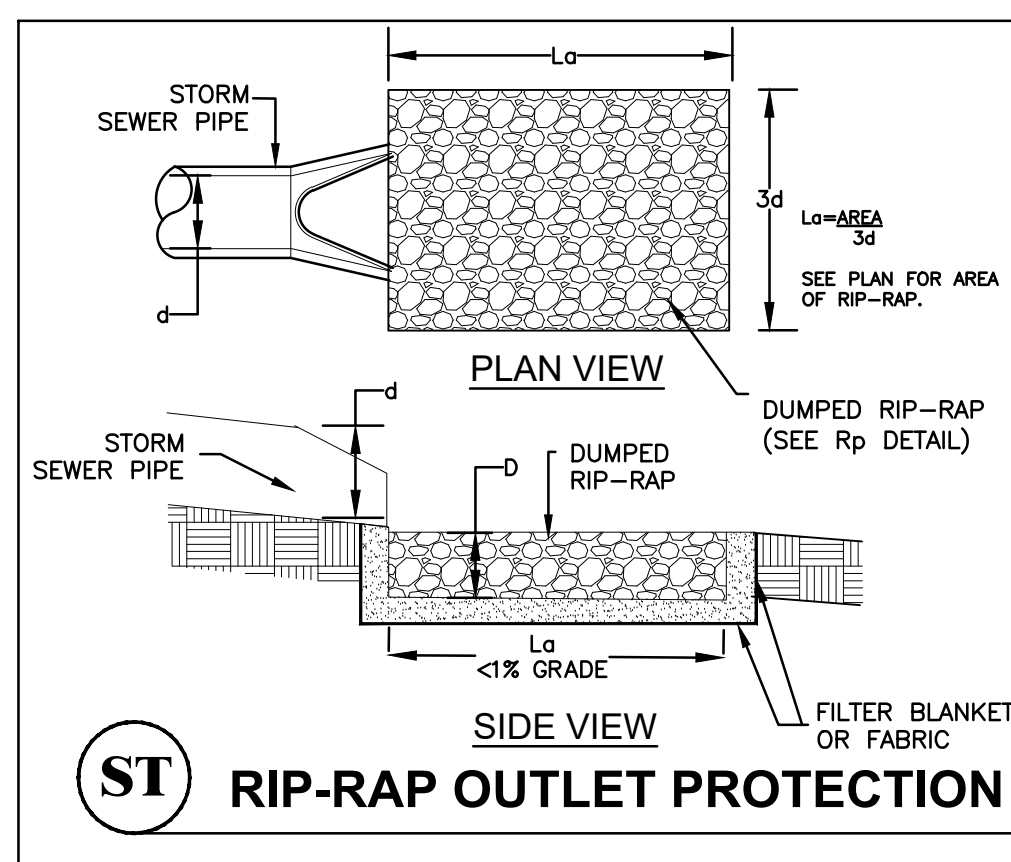
Preliminary Site Plan
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Town of Yemassee
Beaufort County, SC

Sediment and Erosion
Control Details
Sheet 2

Date Drawn: 04/28/22
Last Revised: 09/09/23
Drawn By: R. Crosby
Engineer: S. Andrews

SHEET #:
5

JOB: J21046

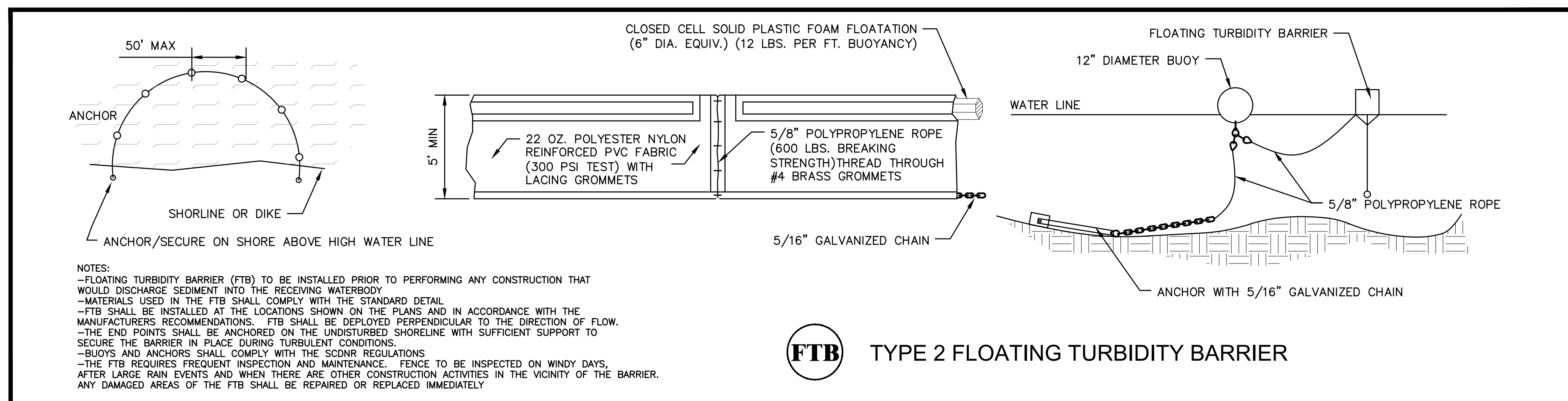


Temporary Seeding – Coastal

Species	Lbs/Ac	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Sandy, Droughty Sites													
Browntop Millet	40 lbs./ac.												
Rye, Grain	56 lbs./ac.												
Ryegrass	50 lbs./ac.												
Well drained, clayey/loamey Sites													
Browntop Millet or Japanese Millet	40 lbs./ac.												
Rye, Grain or Oats	56 lbs./ac.												
Ryegrass	50 lbs./ac.												

Permanent Seeding - Coastal

Species	Lbs/Ac	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Sandy, Droughty Sites													
Browntop Millet	10 lbs./ac.												
Bahiagrass	40 lbs./ac.												
Browntop Millet	10 lbs./ac.												
Bahiagrass	30 lbs./ac.												
Secirea Lespedeza	40 lbs./ac.												
Browntop Millet	10 lbs./ac.												
Atlantic Coastal Panicgrass	15 lbs./ac.												
Browntop Millet	10 lbs./ac.												
Switchgrass (Alamo)	8 lbs./ac.												
Little Bluestem	4 lbs./ac.												
Secirea Lespedeza	20 lbs./ac.												
Browntop Millet	10 lbs./ac.												
Weeping Lovegrass	8 lbs./ac.												
Well drained, clayey/loamey Sites													
Browntop Millet	10 lbs./ac.												
Bahiagrass	40 lbs./ac.												
Rye, Grain	10 lbs./ac.												
Bahiagrass	40 lbs./ac.												
Clover, Crimson (Annual)	5 lbs./ac.												
Browntop Millet	10 lbs./ac.												
Bahiagrass	30 lbs./ac.												
Secirea lespedeza	40 lbs./ac.												
Browntop Millet	10 lbs./ac.												
Bermuda, Common	10 lbs./ac.												
Secirea lespedeza	40 lbs./ac.												
Browntop Millet	10 lbs./ac.												
Bermuda, Common	12 lbs./ac.												
Kobe Lespedeza (Annual)	10 lbs./ac.												
Browntop Millet	10 lbs./ac.												
Bahiagrass	20 lbs./ac.												
Bermuda, Common	6 lbs./ac.												
Secirea lespedeza	40 lbs./ac.												
Browntop Millet	10 lbs./ac.												
Switchgrass	8 lbs./ac.												
PLS	3 lbs./ac.												
Little Bluestem	3 lbs./ac.												
PLS	3 lbs./ac.												
Indiangrass	3 lbs./ac.												
PLS	3 lbs./ac.												



FTB TYPE 2 FLOATING TURBIDITY BARRIER

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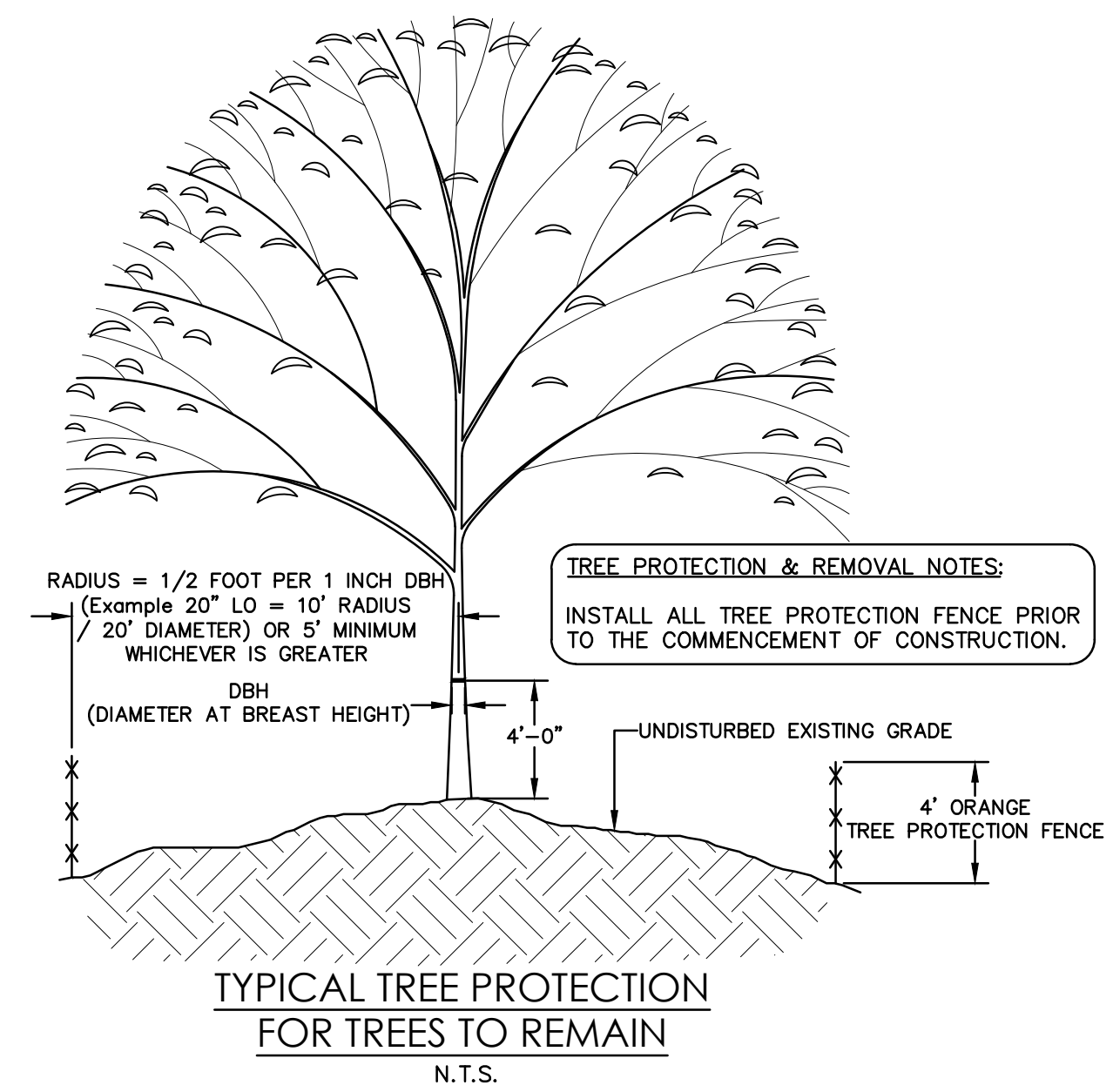
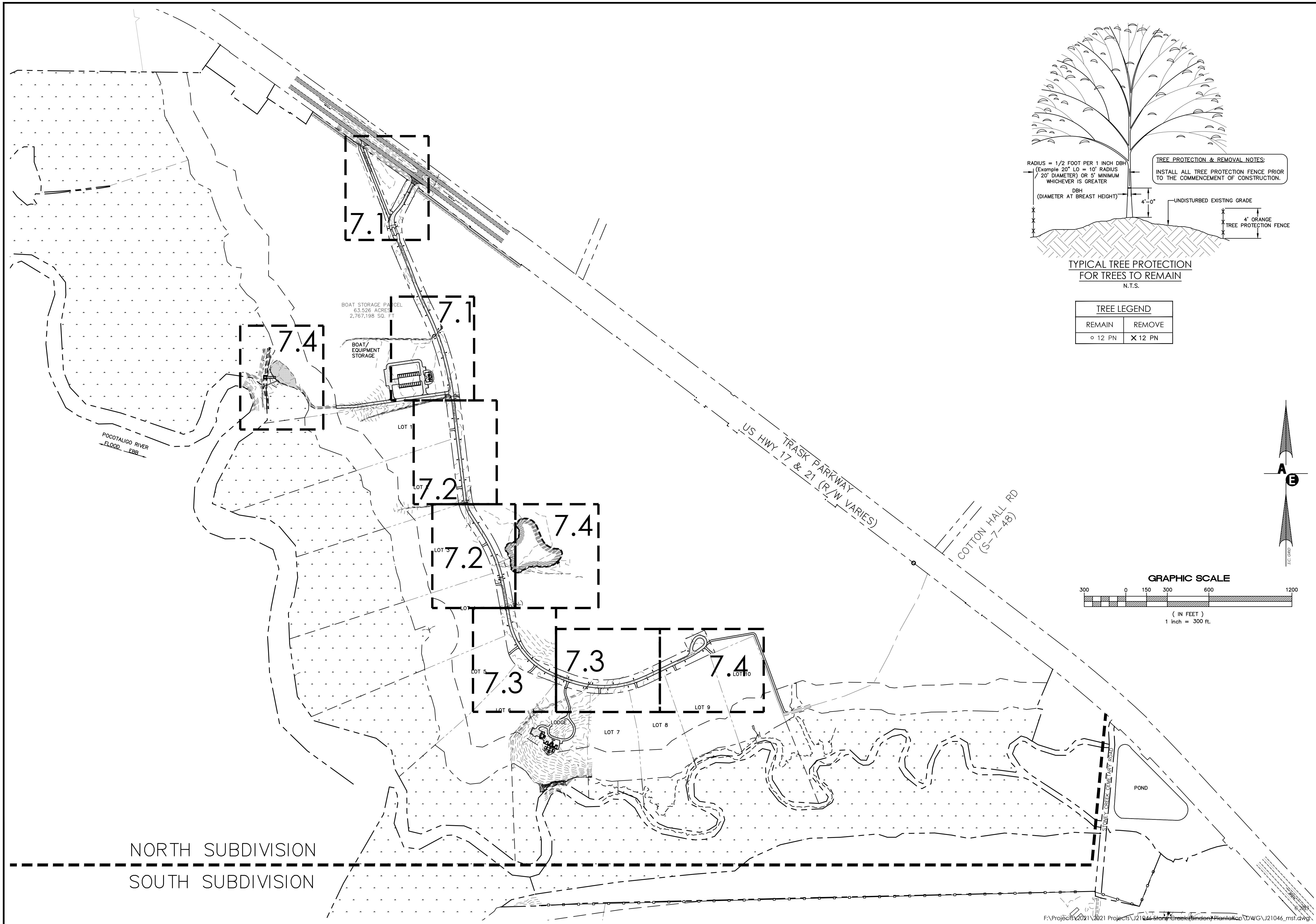
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Preliminary Site Plan
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Sediment and Erosion
 Control Details
 Sheet 3

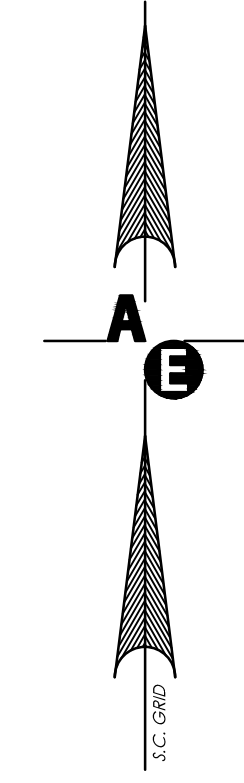
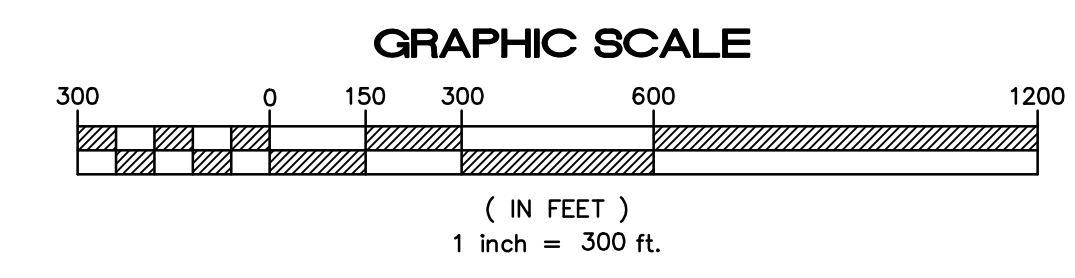
Date Drawn: 04/28/22
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 Drawn By: R. Crosby
 Engineer: S. Andrews

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TREE LEGEND

REMAIN	REMOVE
○ 12 PN	✕ 12 PN



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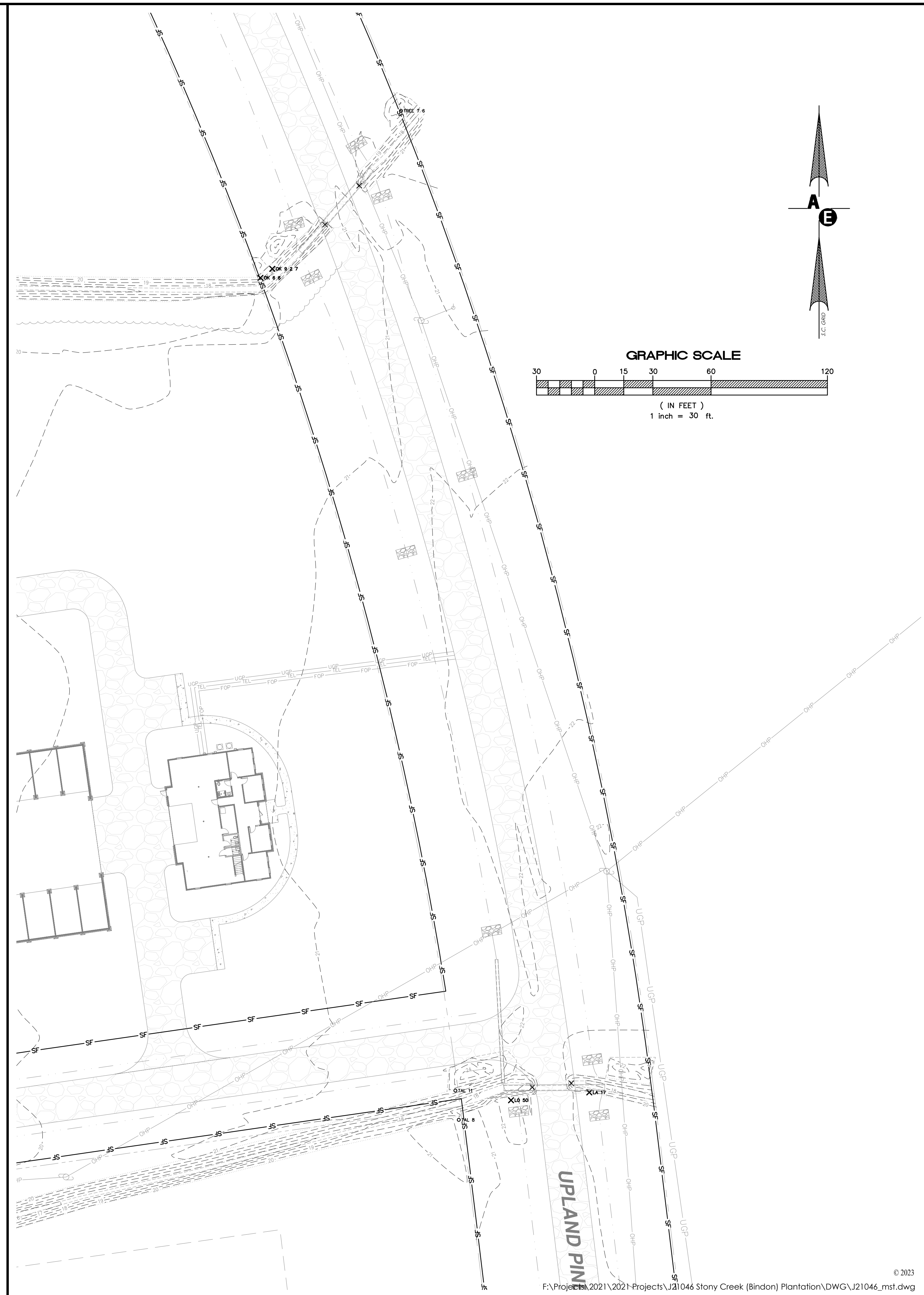
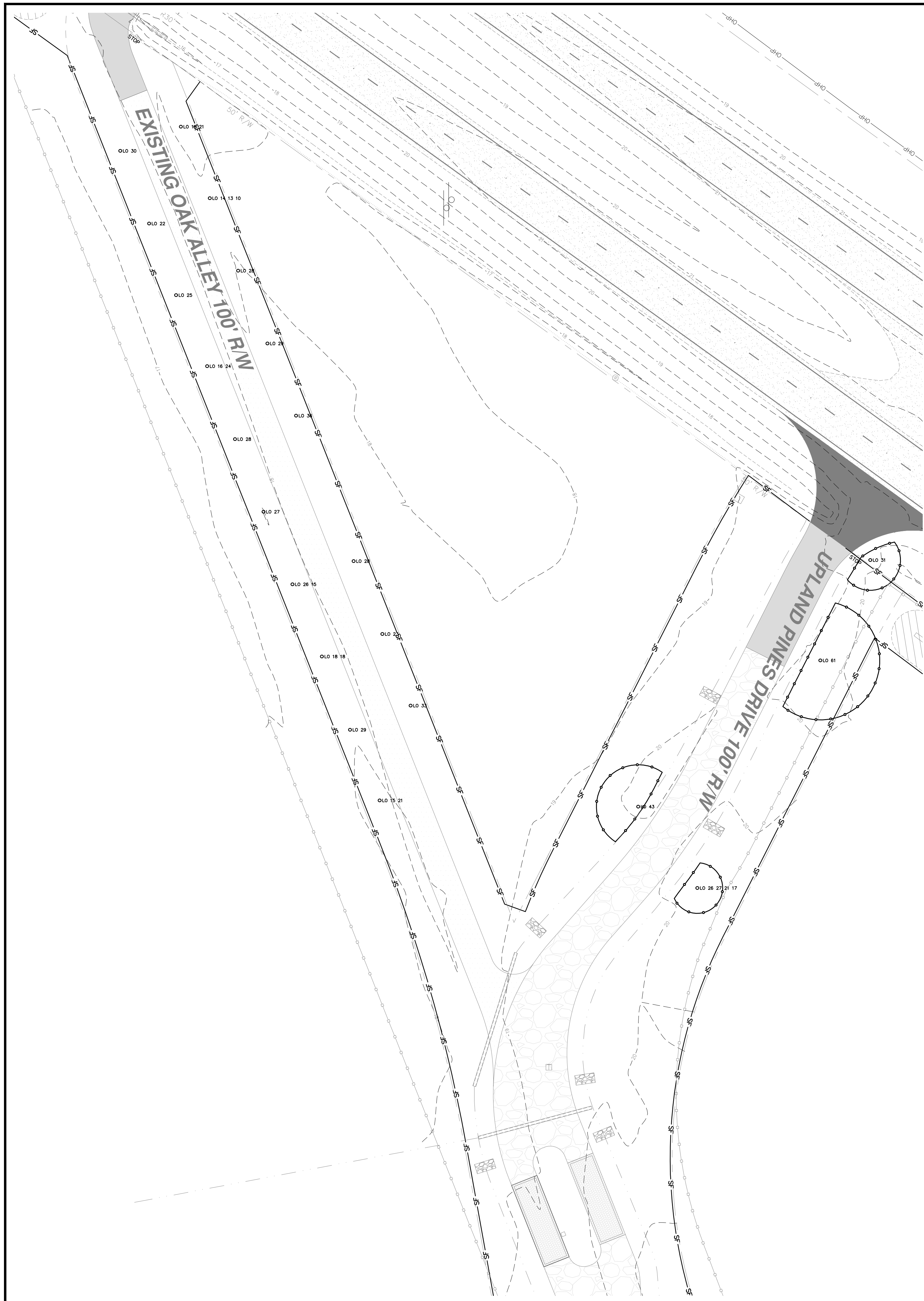
Site Development Plan
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North Subdivision
 Overall
 Tree Protection
 and
 Removal Plan

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 Drawn By: R. Crosby
 Engineer: S. Andrews

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JOB: J21046



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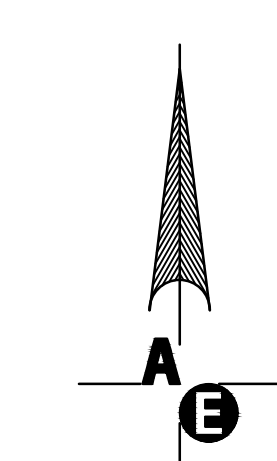
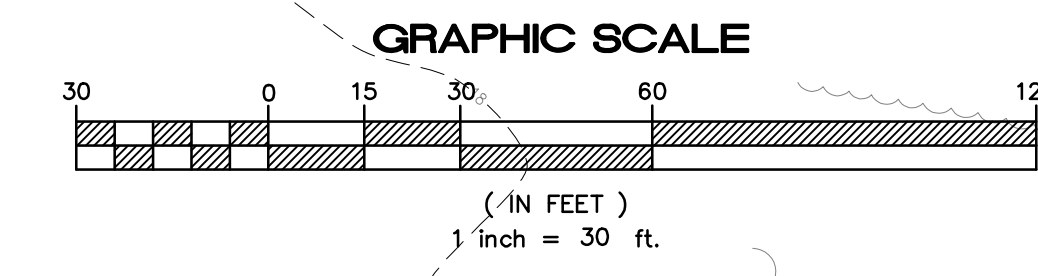
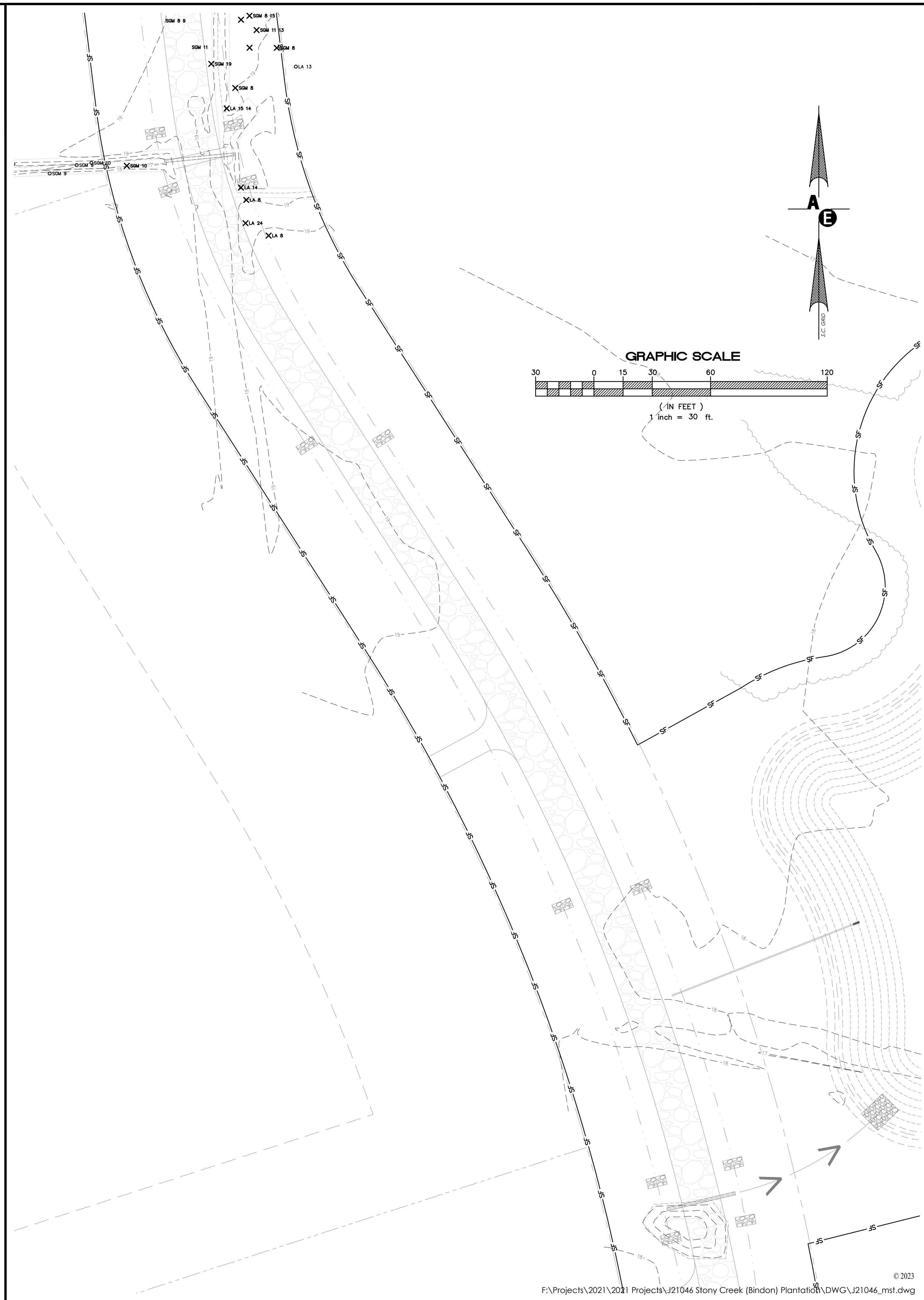
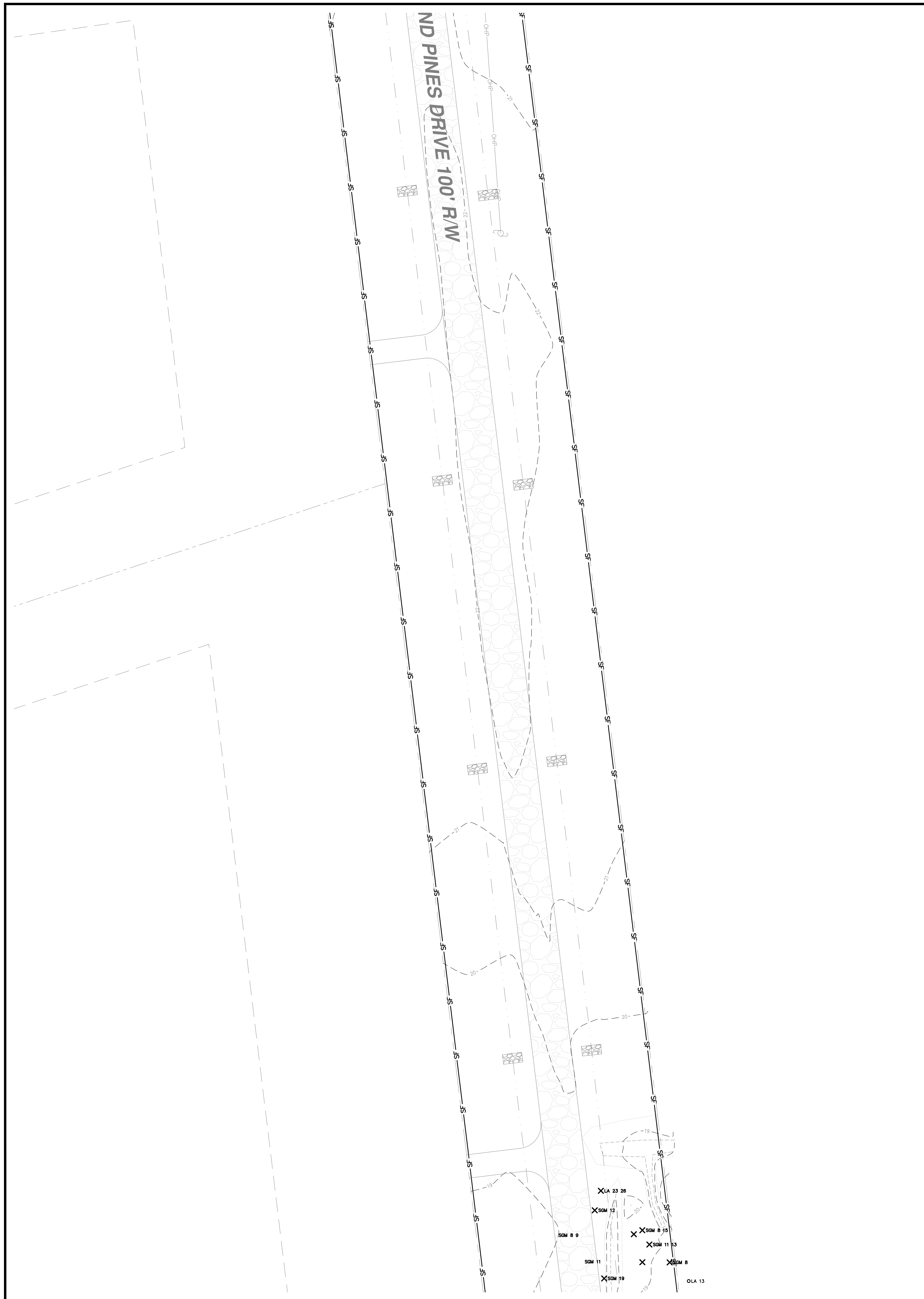
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and
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Last Revised: 09/09/23
Drawn By: R. Crosby
Engineer: S. Andrews

SHEET #:
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JOB: J21046



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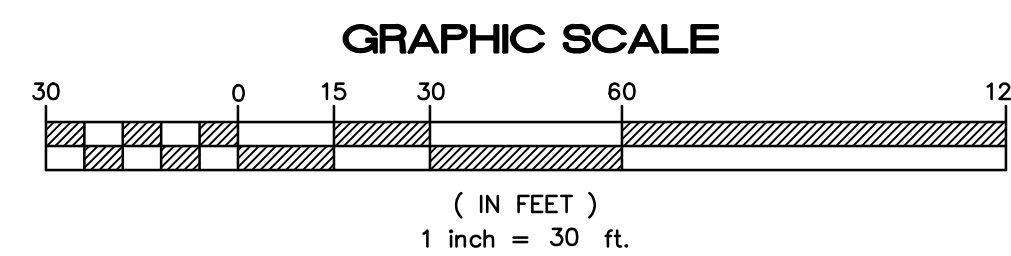
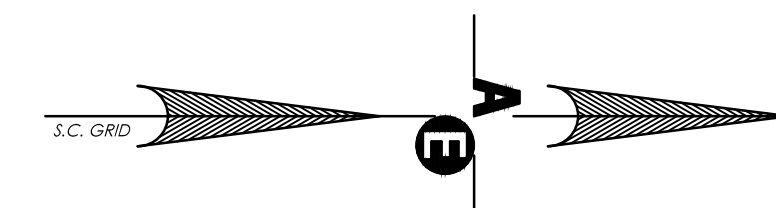
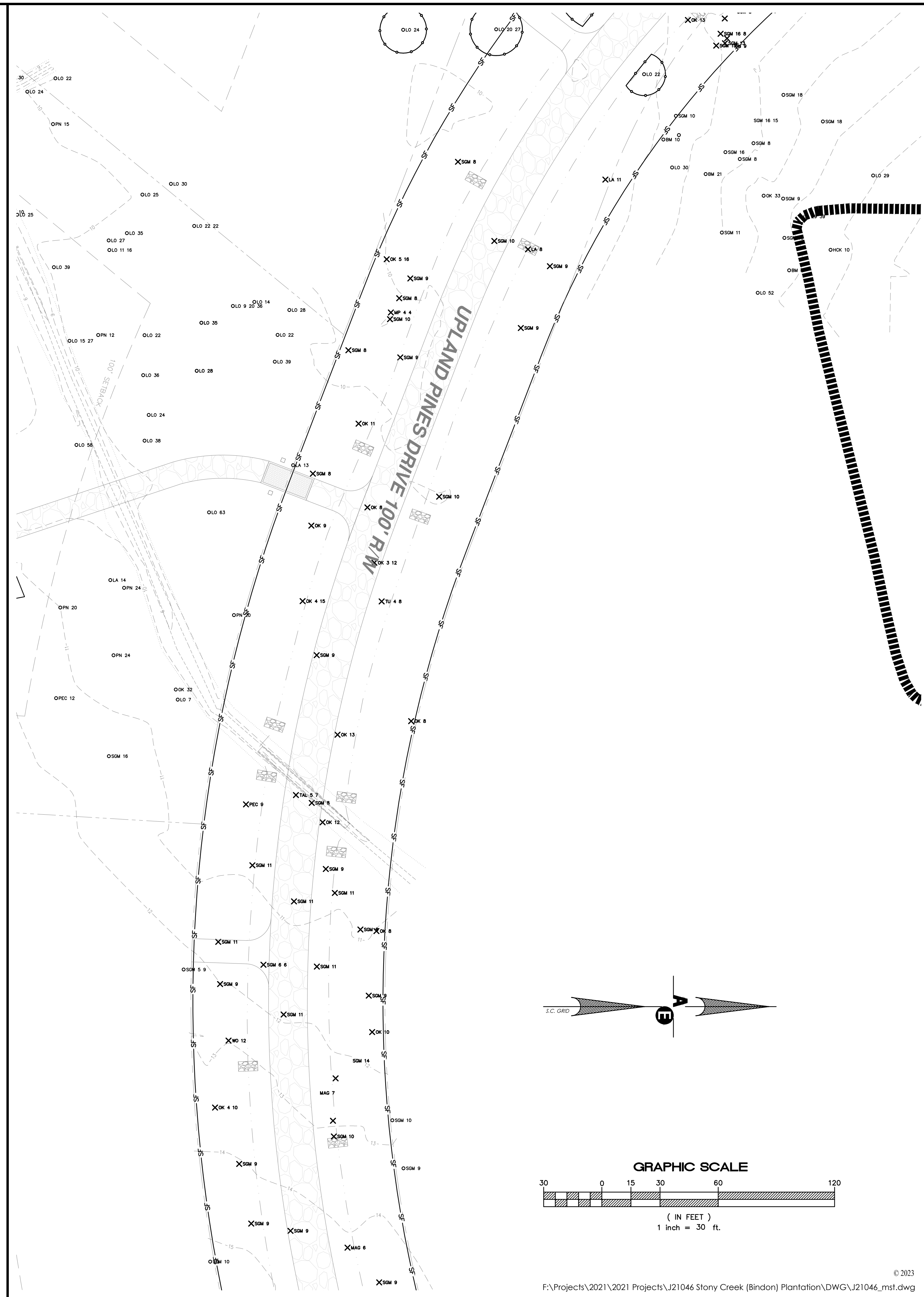
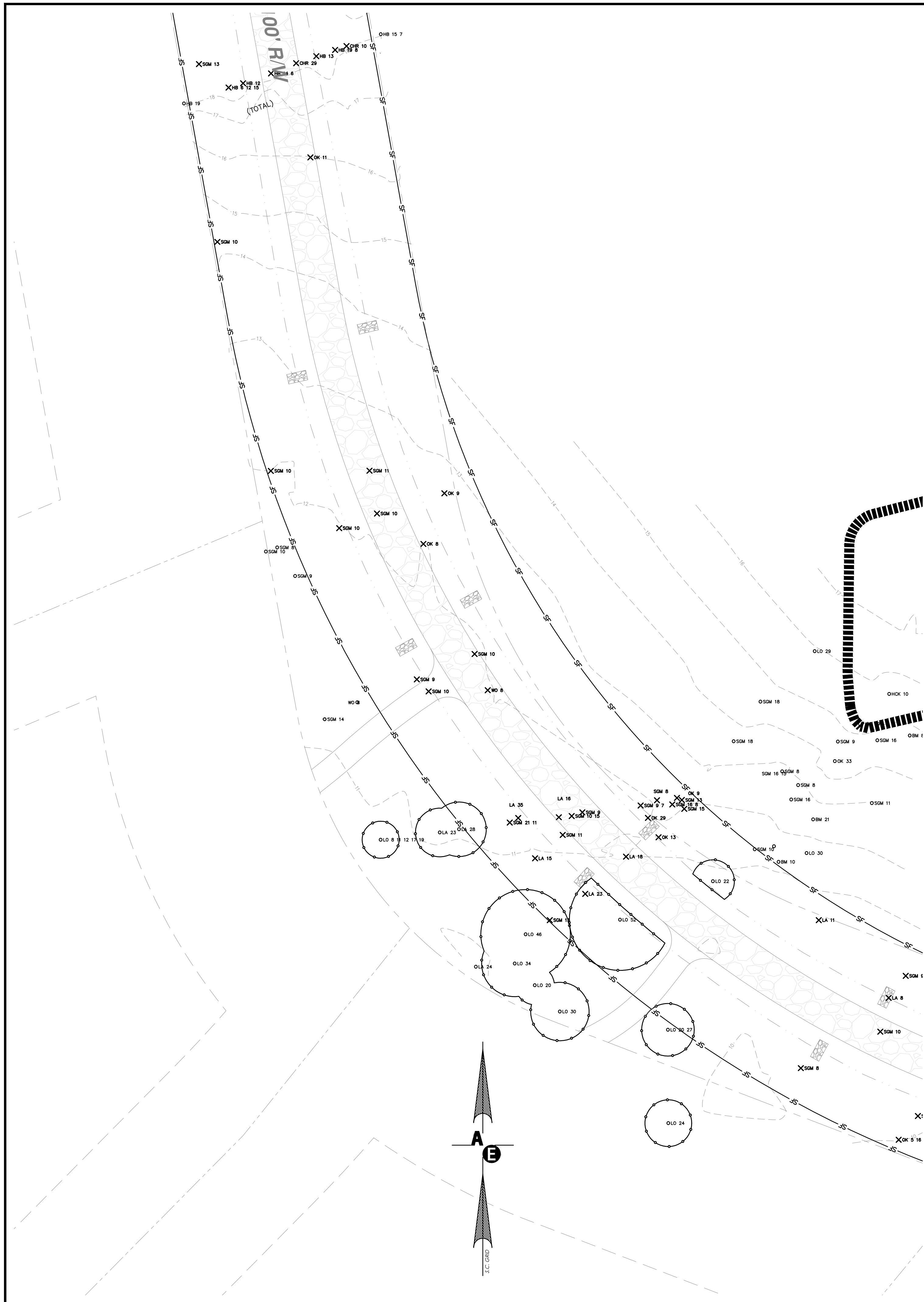
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North Subdivision
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 Sheet 2

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 Engineer: S. Andrews

SHEET #:
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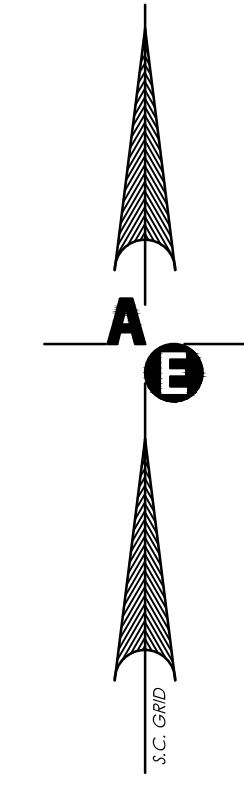
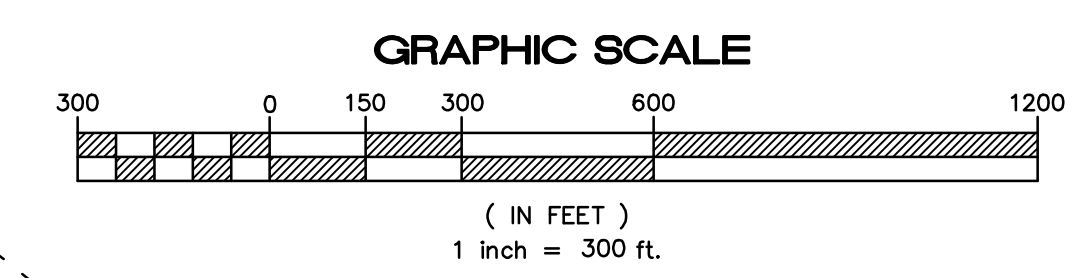
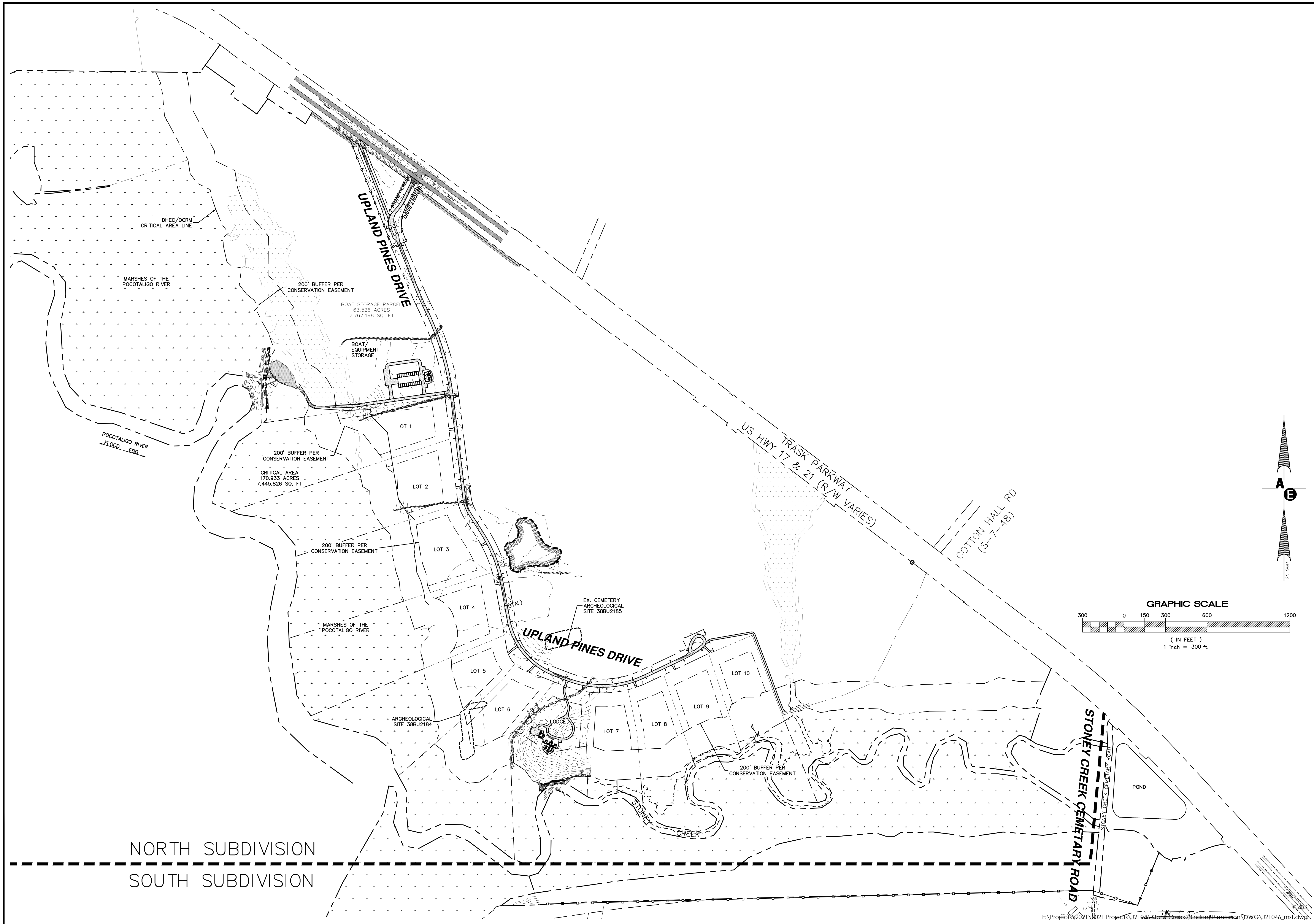
Site Development Plan
Stony Creek at
Bindon Plantation
US Hwy. 17 (Trask Pkwy.)
Town of Yemassee
Beaufort County, SC

North Subdivision
Tree Protection
and
Removal Plan
Sheet 3

Date Drawn: 04/28/22
Last Revised: 09/09/23
Drawn By: R. Crosby
Engineer: S. Andrews

SHEET #:
7.3

JOB: J21046



PLAN REVISIONS	
NO.	DESCRIPTION:
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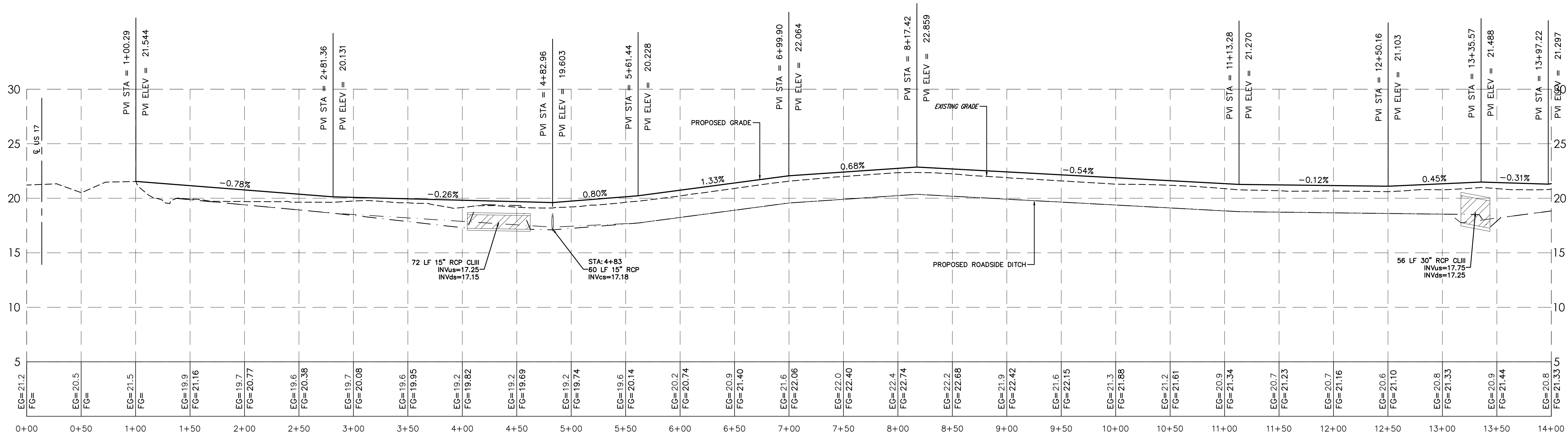
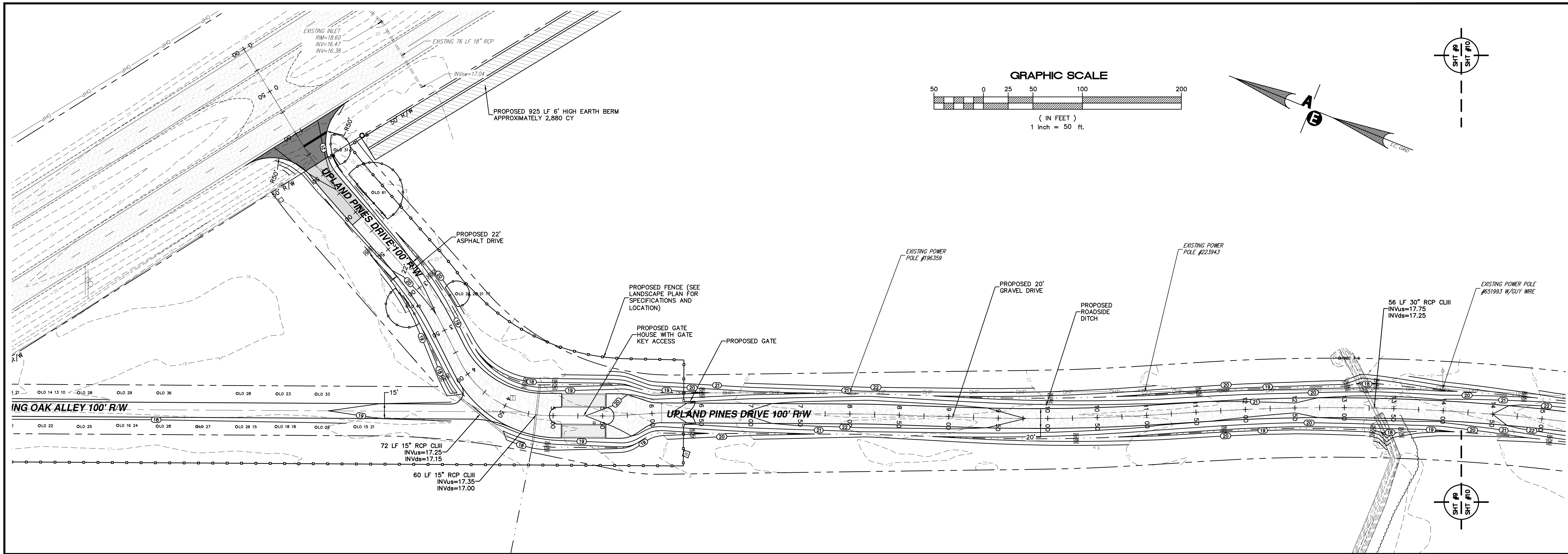
Site Development Plan
 Stony Creek at
 Bindon Plantation
 US Hwy. 17 (Trask Pkwy.)
 Town of Yemassee
 Beaufort County, SC

Upland Pines
 Drive Plan

Date Drawn: 04/28/22
 Last Revised: 09/09/23
 Drawn By: R. Crosby
 Engineer: S. Andrews

SHEET #:
8

JOB: J21046



PLAN REVISIONS

NO.	DESCRIPTION:	DATE:	BY:
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NO. 00008
CERTIFICATE OF REGISTRATION

STATE OF NORTH CAROLINA
Professional Engineer
No. 12860
09/08/2023

2712 Bull Street Suite A
Beaufort, SC 29502
843.379.2222
Fax: 843.379.2223

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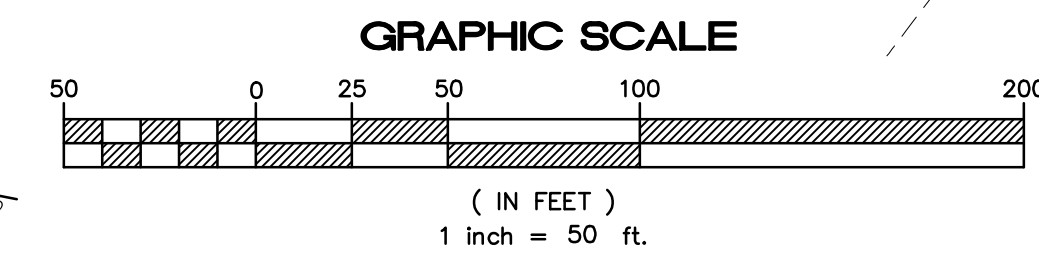
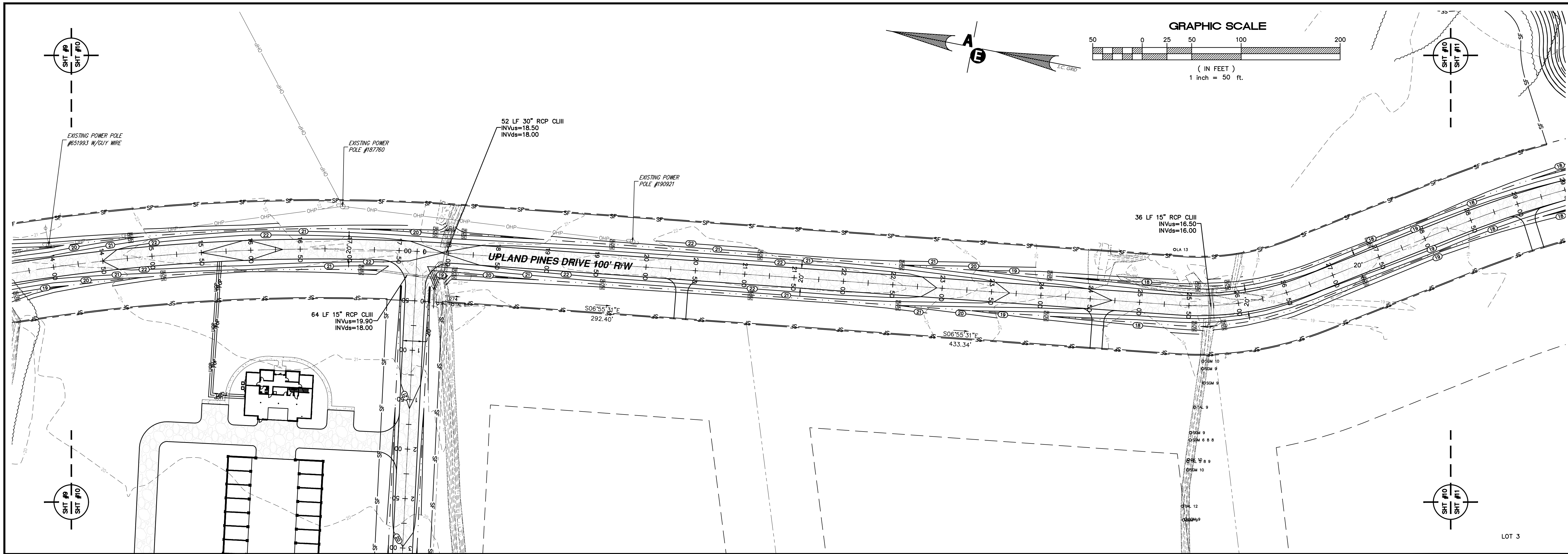
Site Development Plan
Stony Creek at
Bindon Plantation
US Hwy. 17
Town of Yemassee
Beaufort County, SC

North Subdivision
Upland Pines Drive
Plan/Profile
Sta: 0+00 - Sta: 14+00

Date Drawn: 04/28/22
Last Revised: 09/09/23
Drawn By: R. Crosby
Engineer: S. Andrews

SHEET #:
9

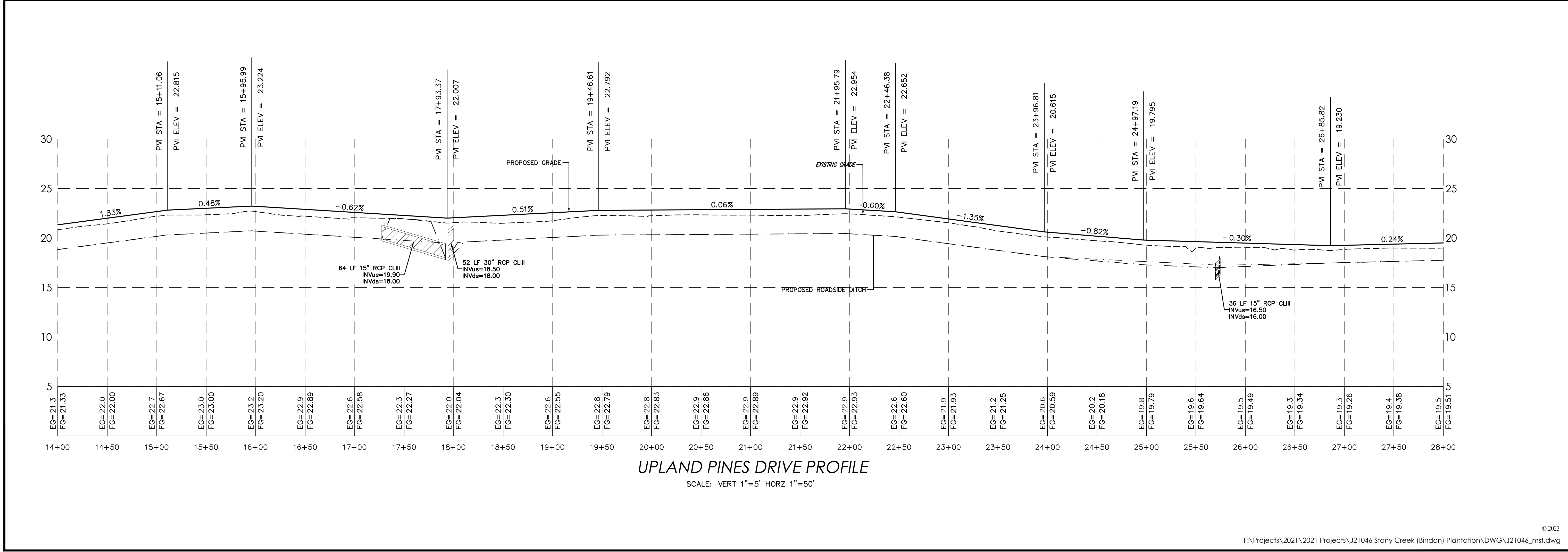
JOB: J21046



PLAN REVISIONS

NO.	DESCRIPTION:	DATE:	BY:
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UPLAND PINES DRIVE PROFILE
SCALE: VERT 1"=5' HORZ 1"=50'

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843.379.2222
Fax: 843.379.2223

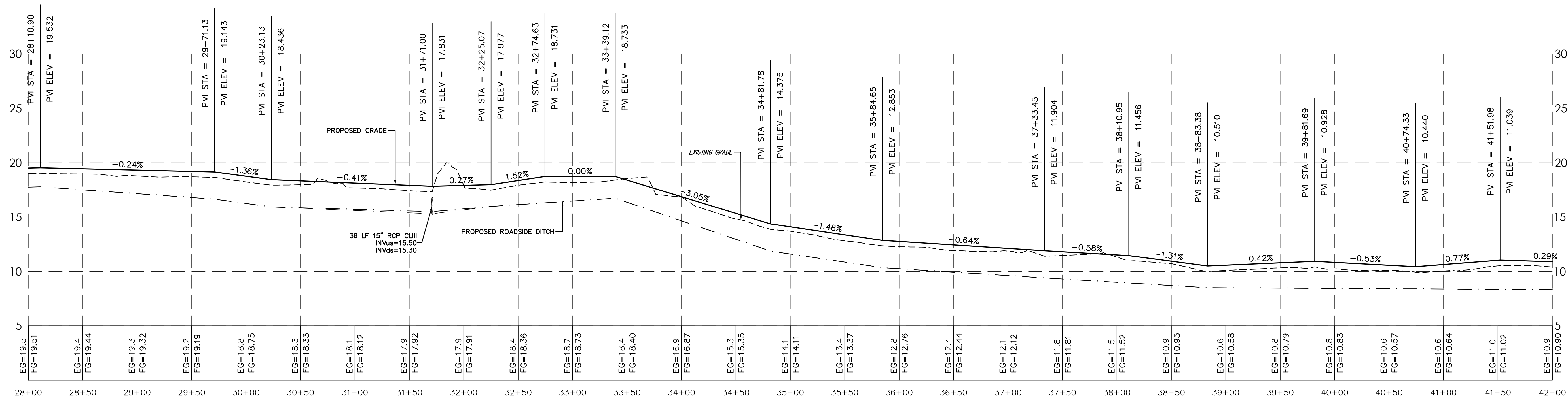
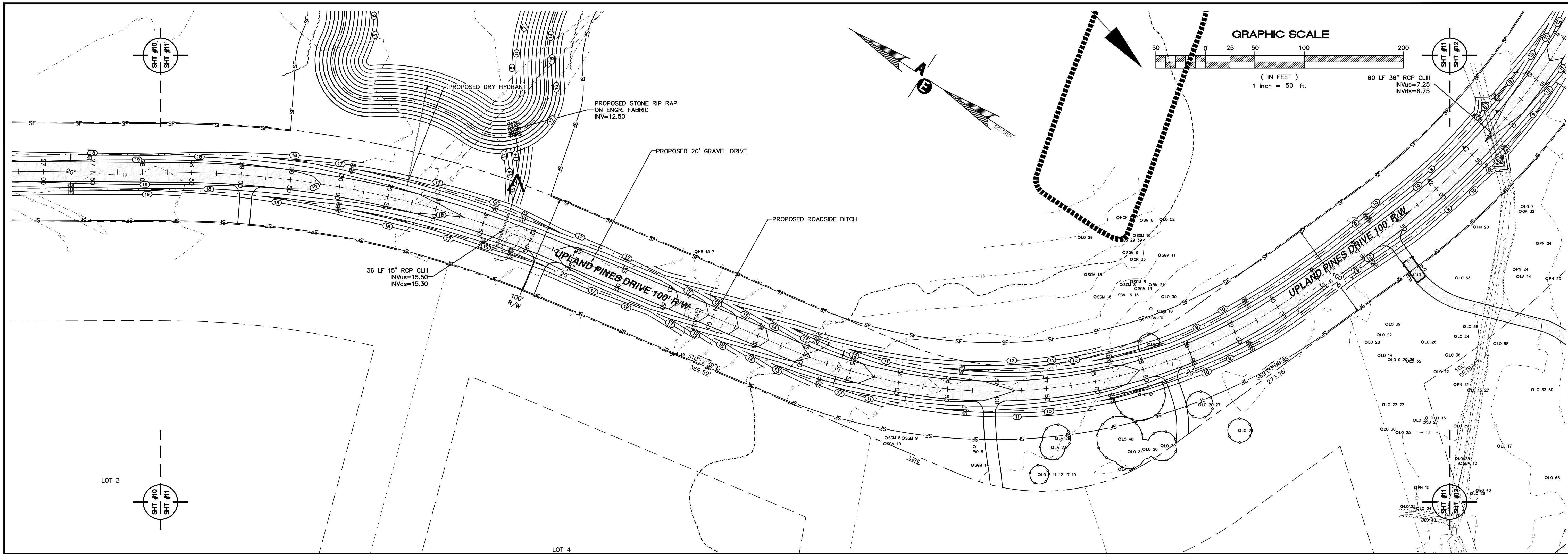
Andrews Engineering & Surveying

Site Development Plan
Stony Creek at
Bindon Plantation
US Hwy. 17
Town of Yemassee
Beaufort County, SC

North Subdivision
Upland Pines Drive
Plan/Profile
Sta: 14+00 - Sta: 28+00

Date Drawn: 04/28/22
Last Revised: 09/09/23
Drawn By: R. Crosby
Engineer: S. Andrews

SHEET #:
10
JOB: J21046



UPLAND PINES DRIVE PROFILE
SCALE: VERT 1"=5' HORZ 1"=50'

PLAN REVISIONS	
NO.	DESCRIPTION:
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 PROFESSIONAL ENGINEER
 STATE OF SOUTH CAROLINA
 LICENSE NO. 12860

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 Beaufort, SC 29902
 P: 843.379.2222
 F: 843.379.2223

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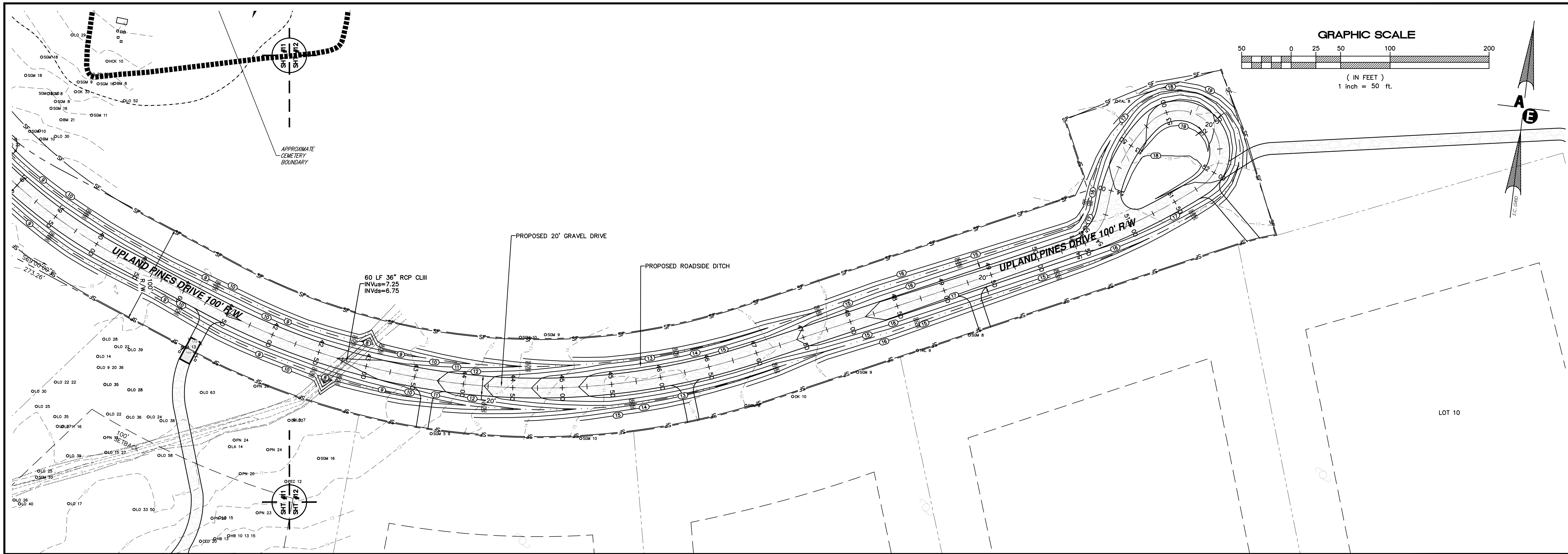
Site Development Plan
 Stony Creek at
 Bindon Plantation
 US Hwy. 17
 Town of Yemassee
 Beaufort County, SC

North Subdivision
 Upland Pines Drive
 Plan/Profile
 Sta: 28+00 - Sta: 42+00

Date Drawn: 04/28/22
 Last Revised: 09/09/23
 Drawn By: R. Crosby
 Engineer: S. Andrews

SHEET #:
11

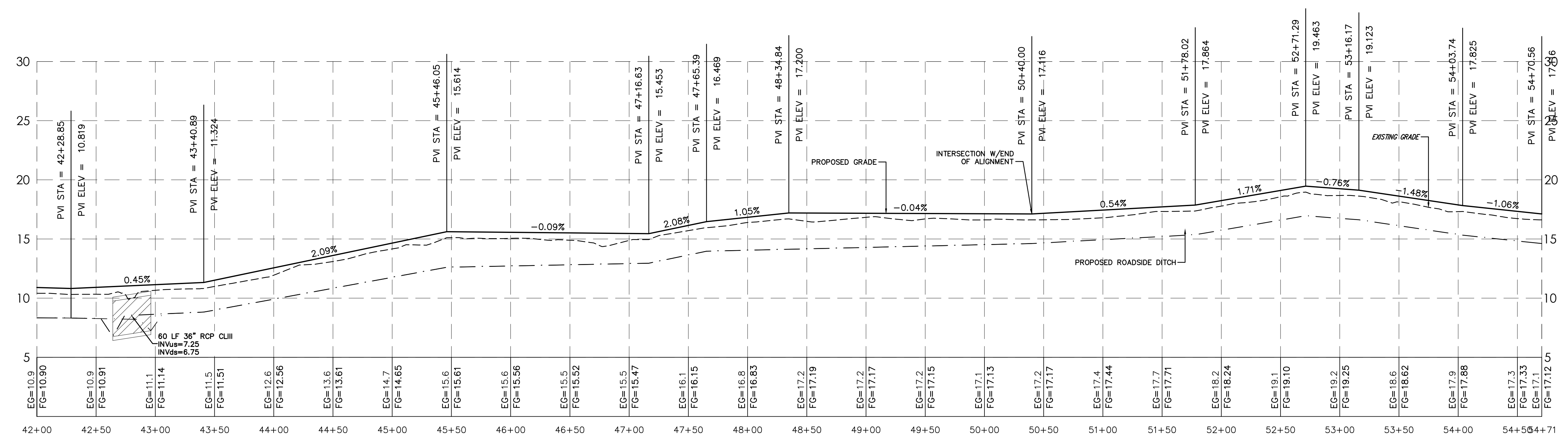
JOB: J21046



PLAN REVISIONS	
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 PROFESSIONAL ENGINEER
 STATE OF SOUTH CAROLINA
 LICENSE NO. 12860
 DATE 09/08/2023



UPLAND PINES DRIVE PROFILE
 SCALE: VERT 1"=5' HORIZ 1"=50'

2712 Bull Street Suite A
 Beaufort, SC 29902
 Pk 43-379-2222
 Pk 843-373-2223

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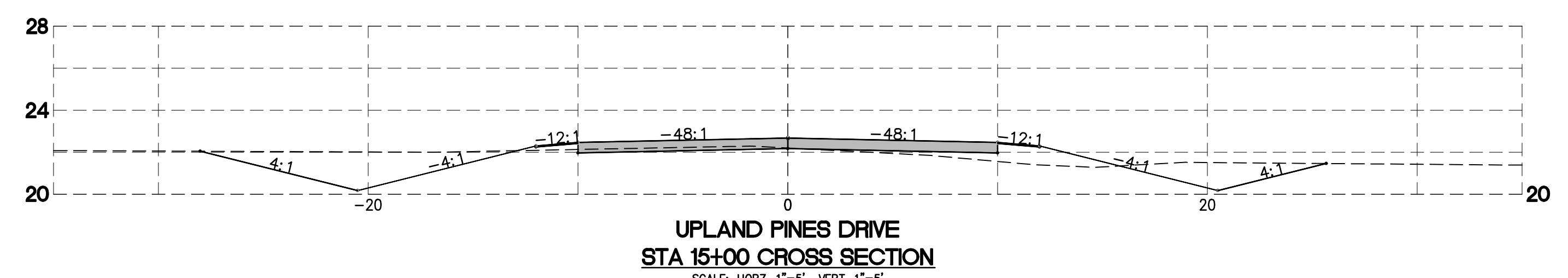
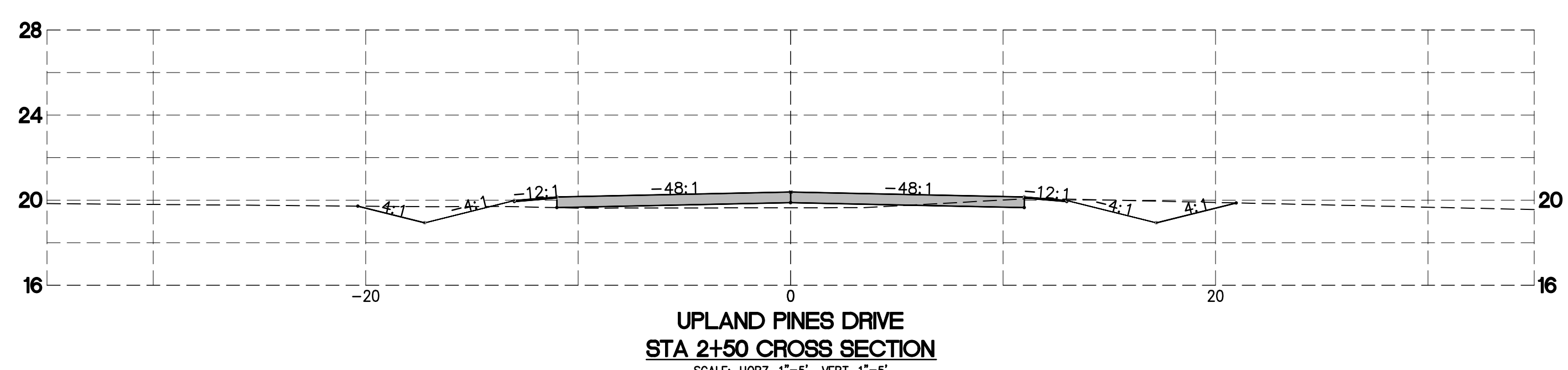
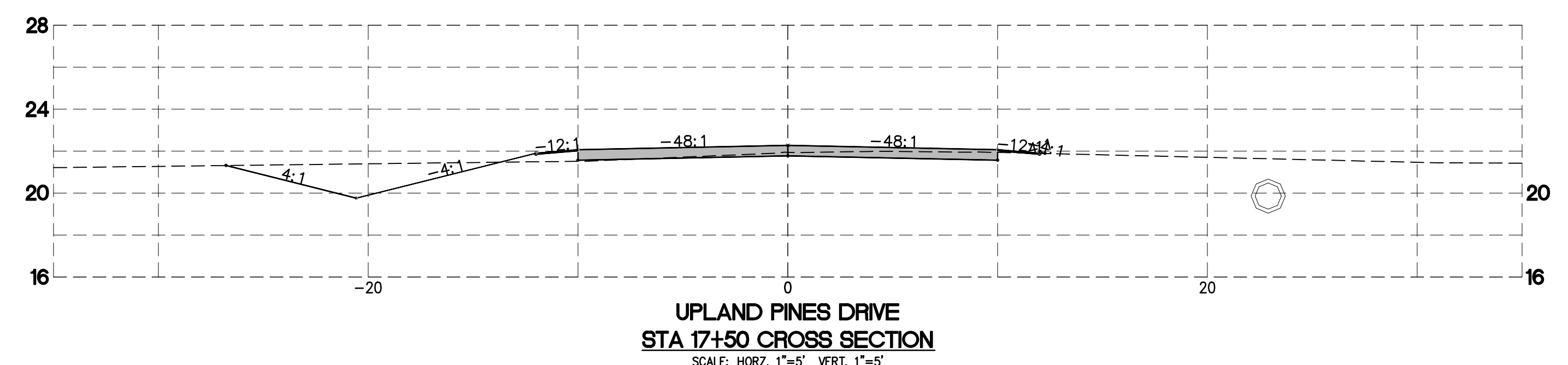
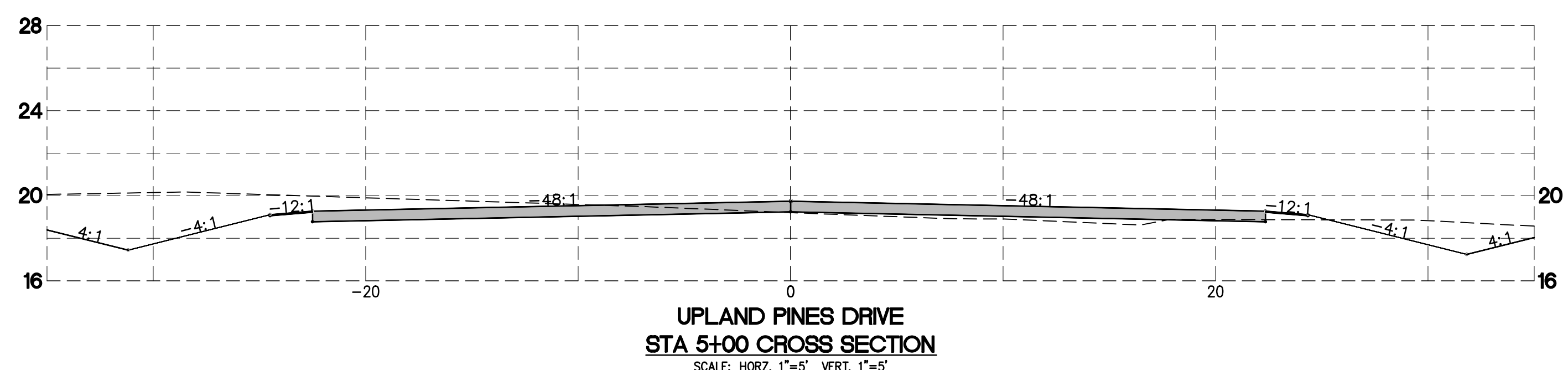
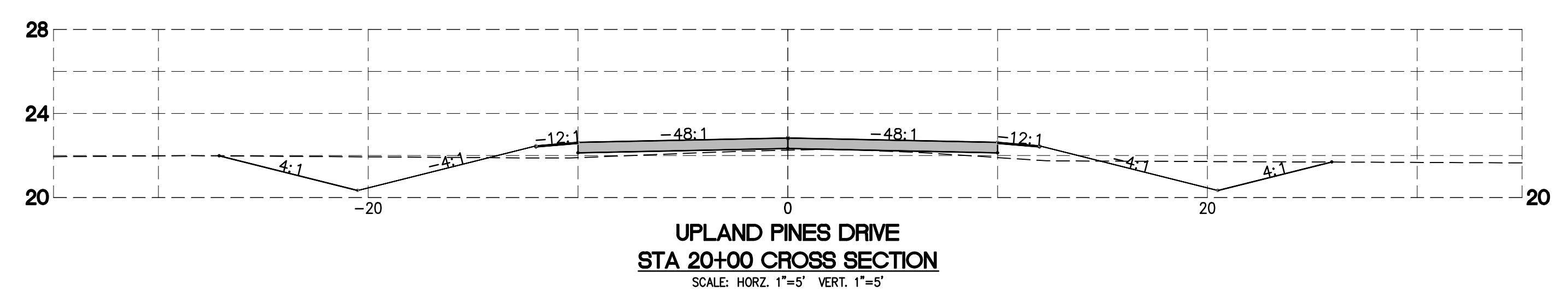
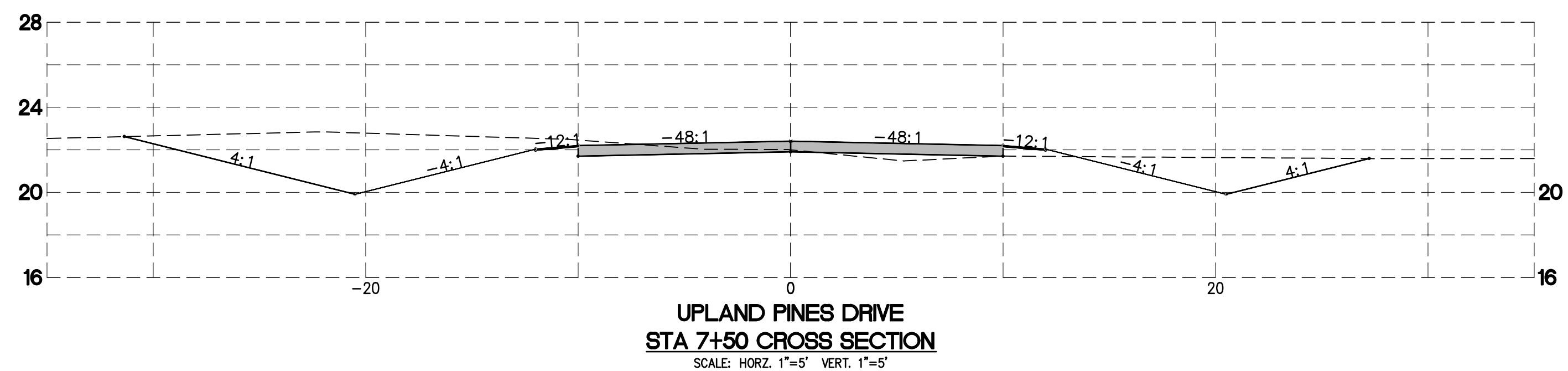
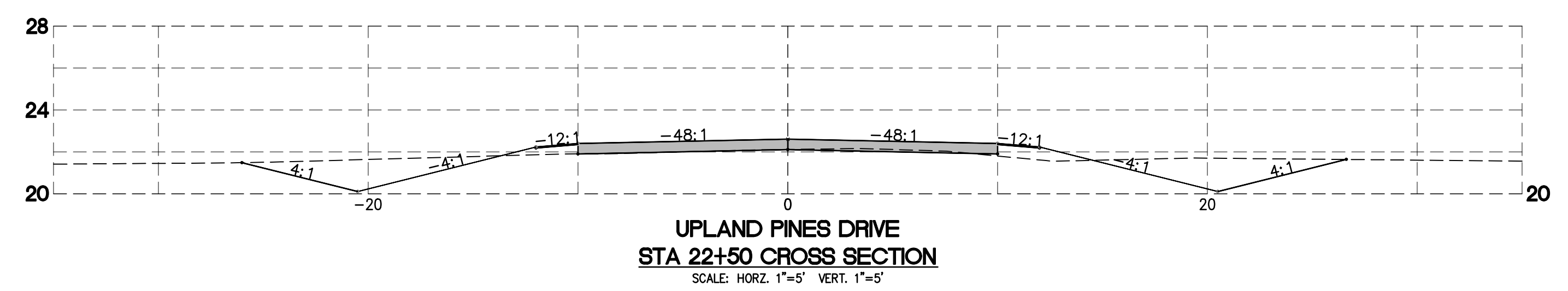
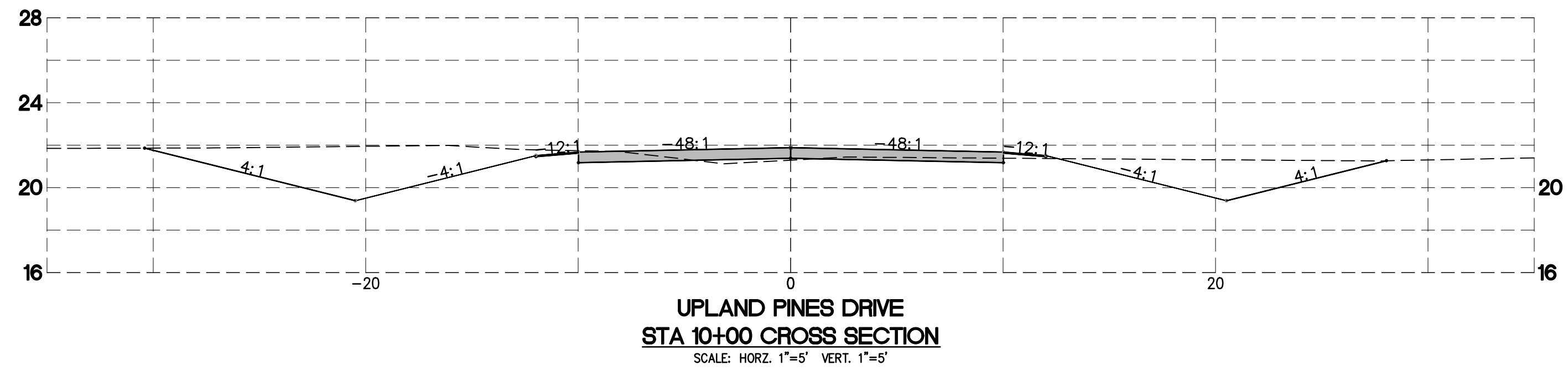
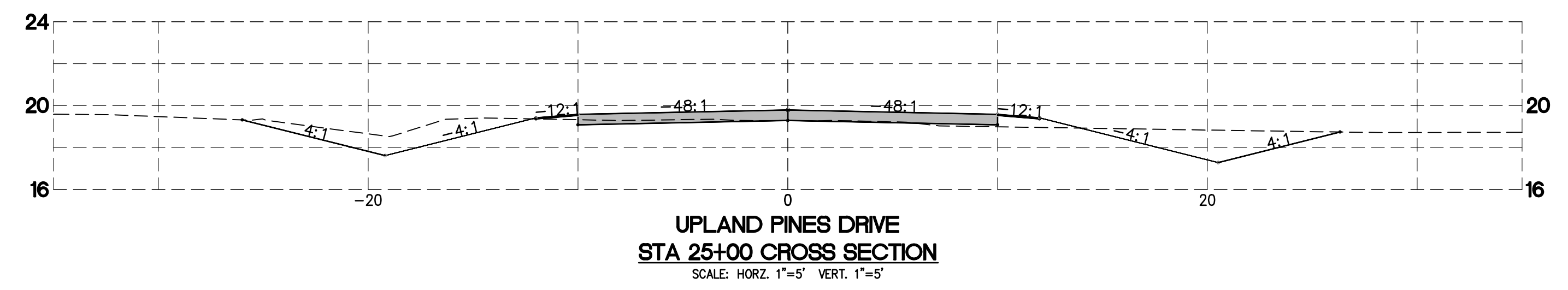
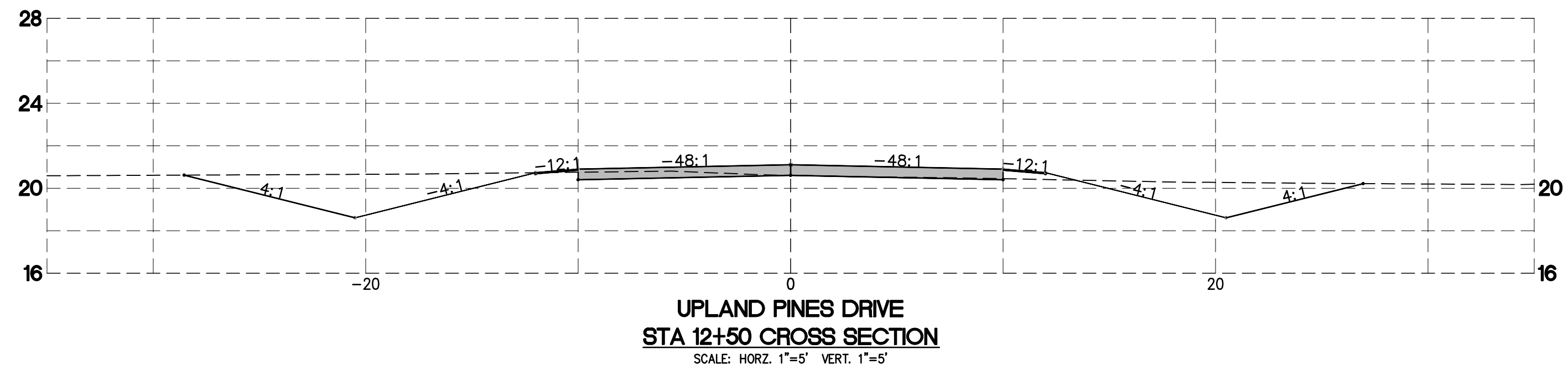
Site Development Plan
 Stony Creek at
 Bindon Plantation
 US Hwy. 17
 Town of Yemassee
 Beaufort County, SC

North Subdivision
 Upland Pines Drive
 Plan/Profile
 Sta: 42+00 - Sta: 54+26

Date Drawn: 04/28/22
 Last Revised: 09/09/23
 Drawn By: R. Crosby
 Engineer: S. Andrews

SHEET #:
12

JOB: J21046



PLAN REVISIONS	
NO.	DESCRIPTION
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SCOTT CAROLINA PROFESSIONAL ENGINEER NO. 12860

2712 Bull Street Suite A
Beaufort, SC 29902
843.379.2222
FAX 843.379.2223

Andrews Engineering & Surveying

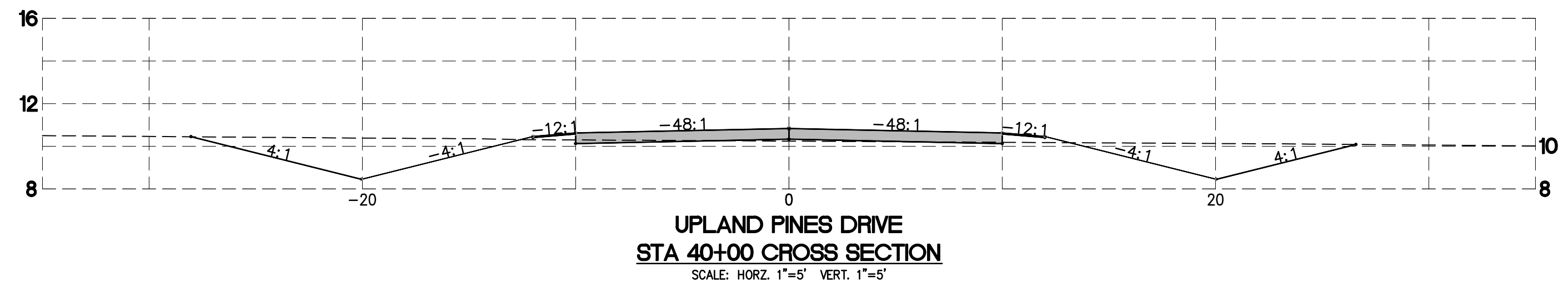
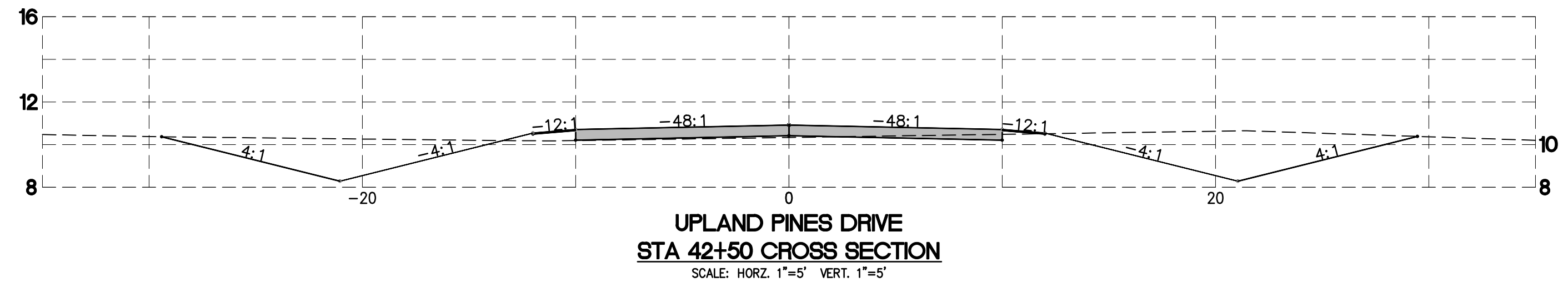
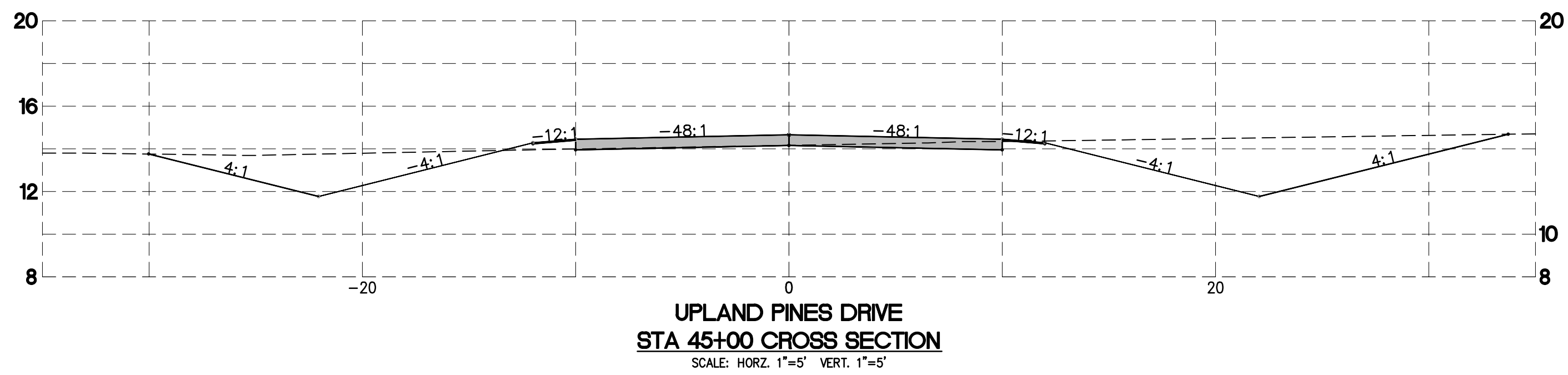
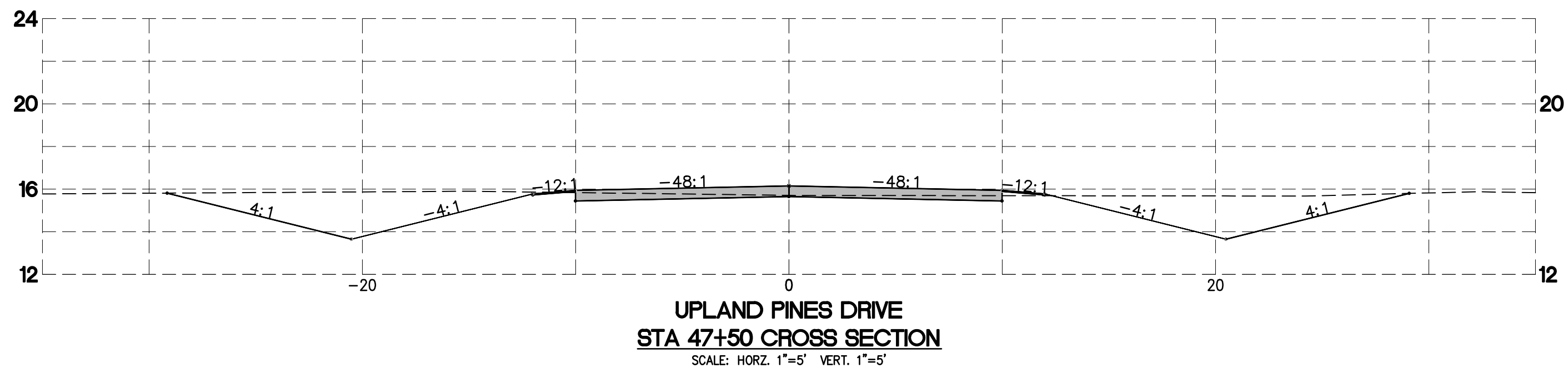
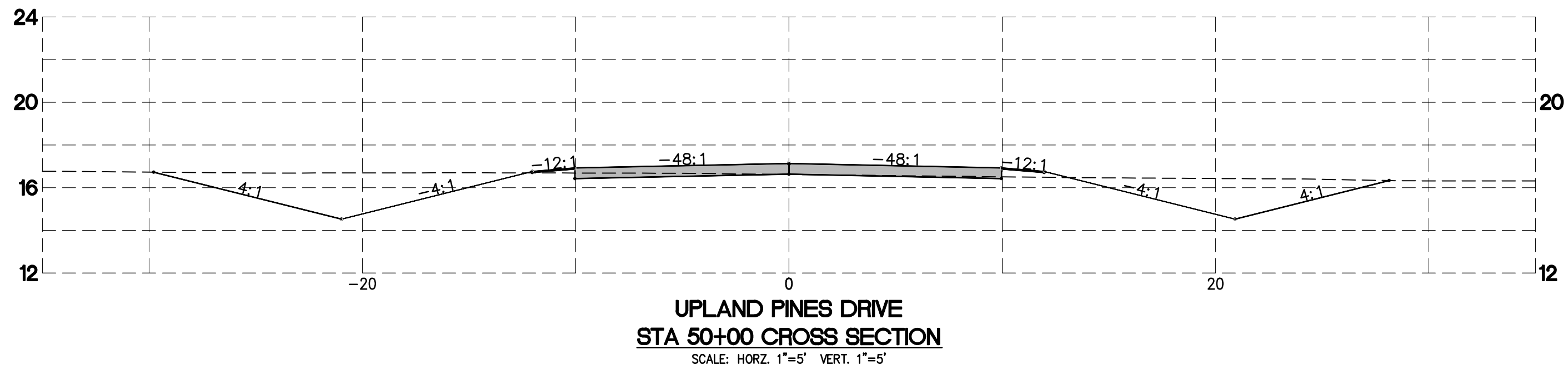
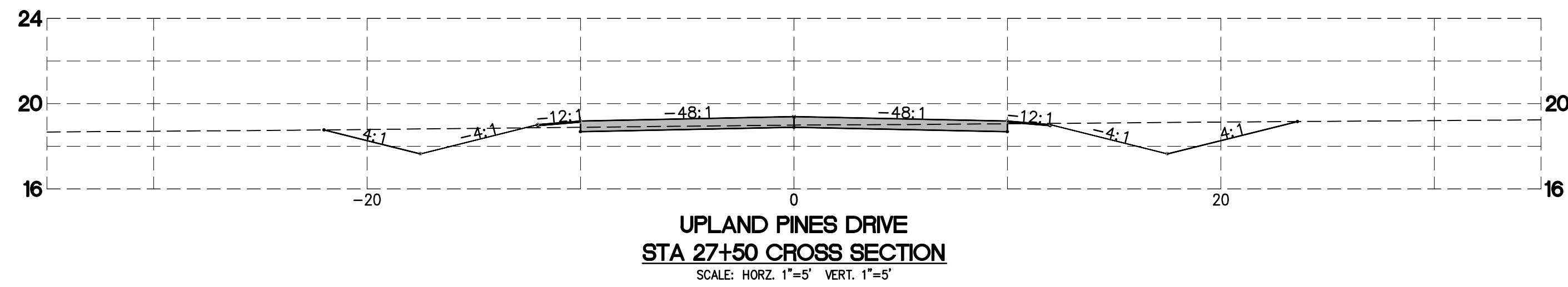
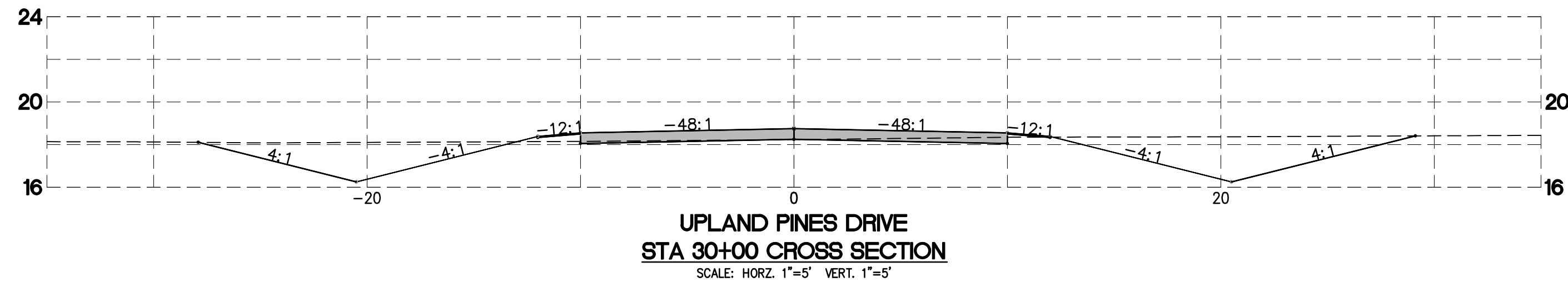
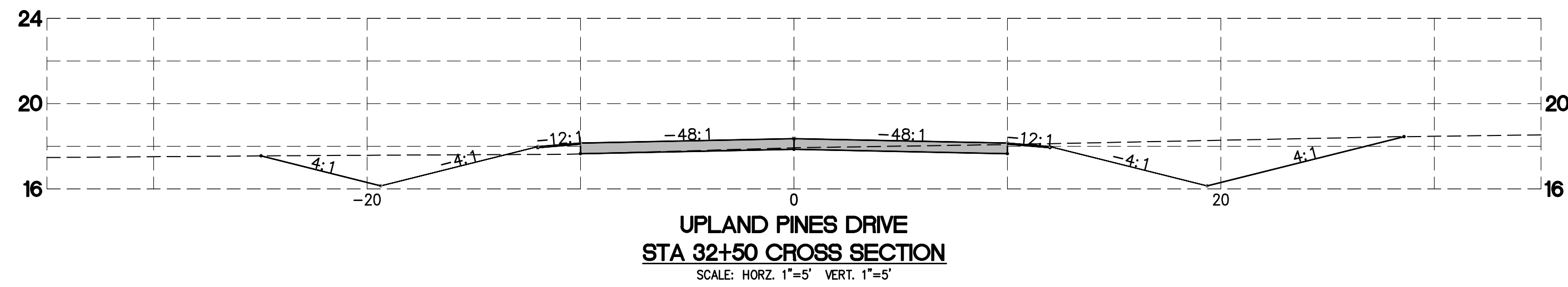
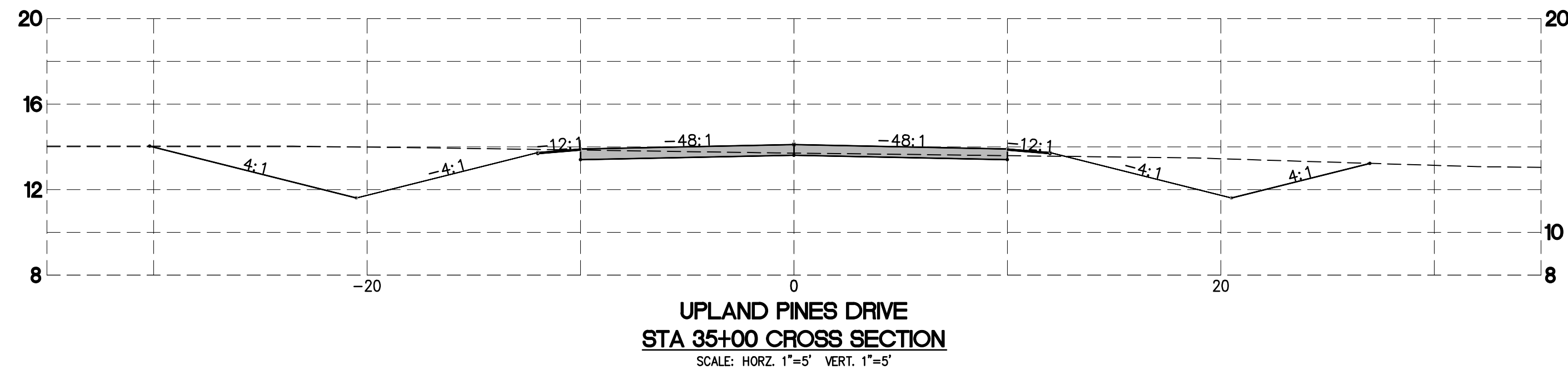
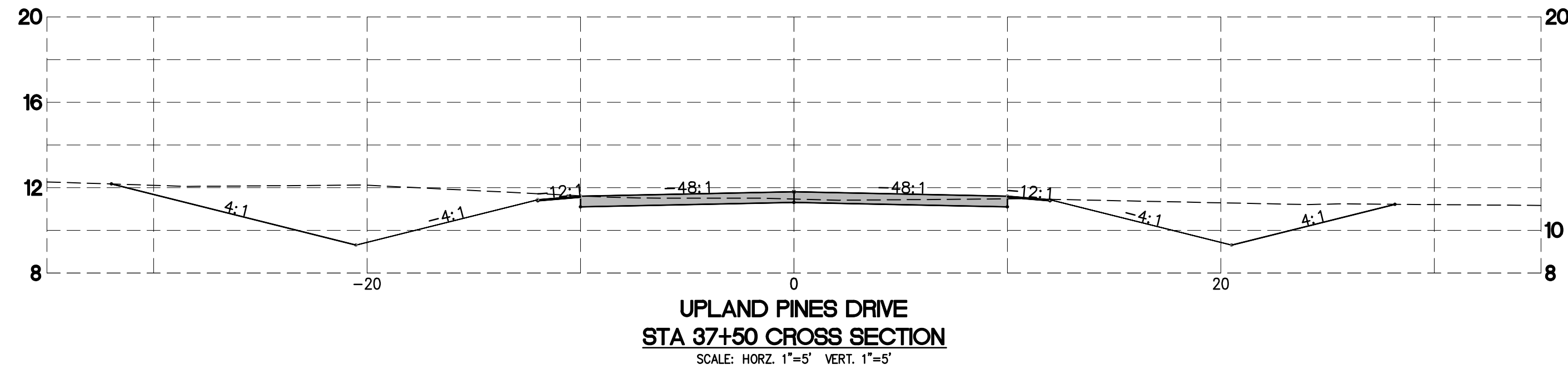
Site Development Plan
Stony Creek at
Bindon Plantation
US Hwy. 17
Town of Yemassee
Beaufort County, SC

North Subdivision
Upland Pines Drive
Cross Sections

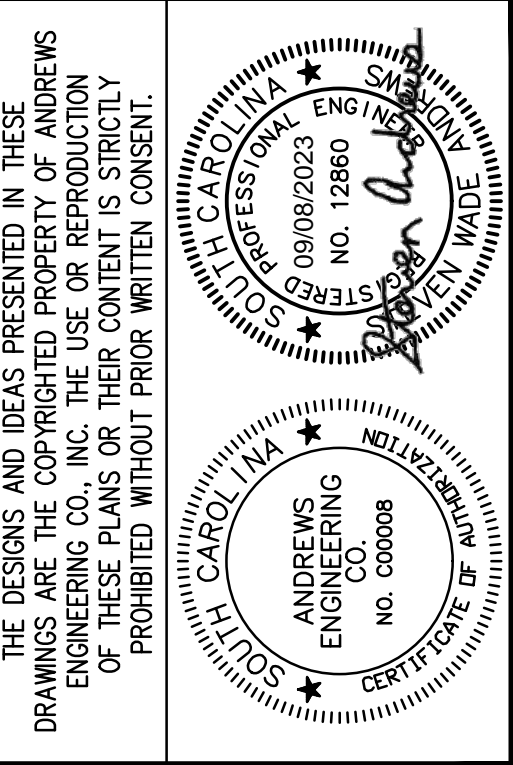
Date Drawn: 04/28/22
Last Revised: 09/09/23
Drawn By: R. Crosby
Engineer: S. Andrews

SHEET #:
14

JOB: J21046



PLAN REVISIONS	
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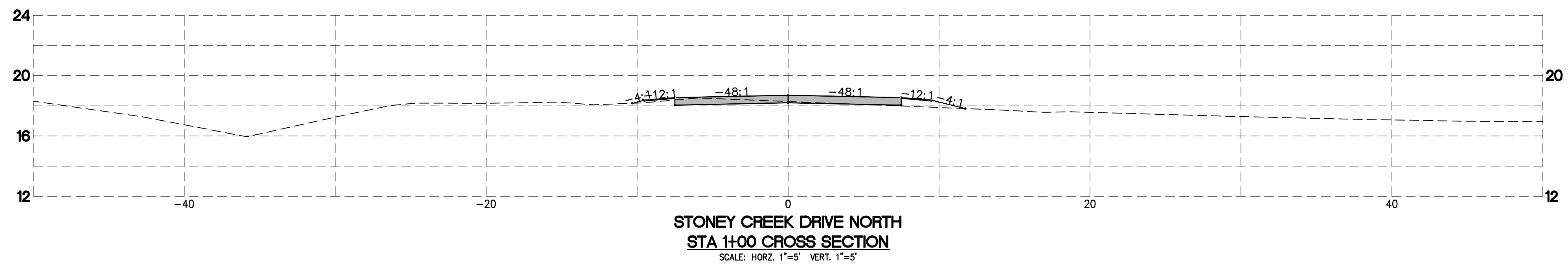
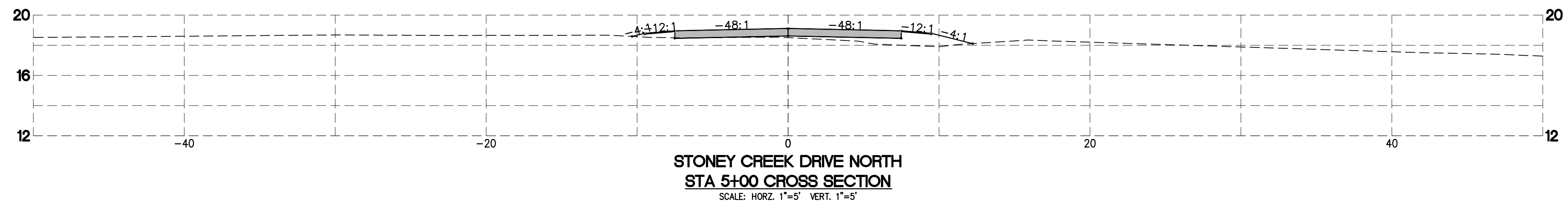
Andrews Engineering & Surveying

Site Development Plan
Stony Creek at
Bindon Plantation
US Hwy. 17
Town of Yemassee
Beaufort County, SC

North Subdivision
Upland Pines Drive
Cross Sections

Date Drawn: 04/28/22
Last Revised: 09/09/23
Drawn By: R. Crosby
Engineer: S. Andrews

SHEET #:
15
JOB: J21046



PLAN REVISIONS		
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SCOTT CAROLINA PROFESSIONAL ENGINEERING SOCIETY
NO. 12860
09/08/2023

ANDREWS ENGINEERING CO. CO. 00008
NO. 12860
09/08/2023

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Beaufort, SC 29902
843.379.2222
Fax: 843.379.2223

Andrews Engineering & Surveying

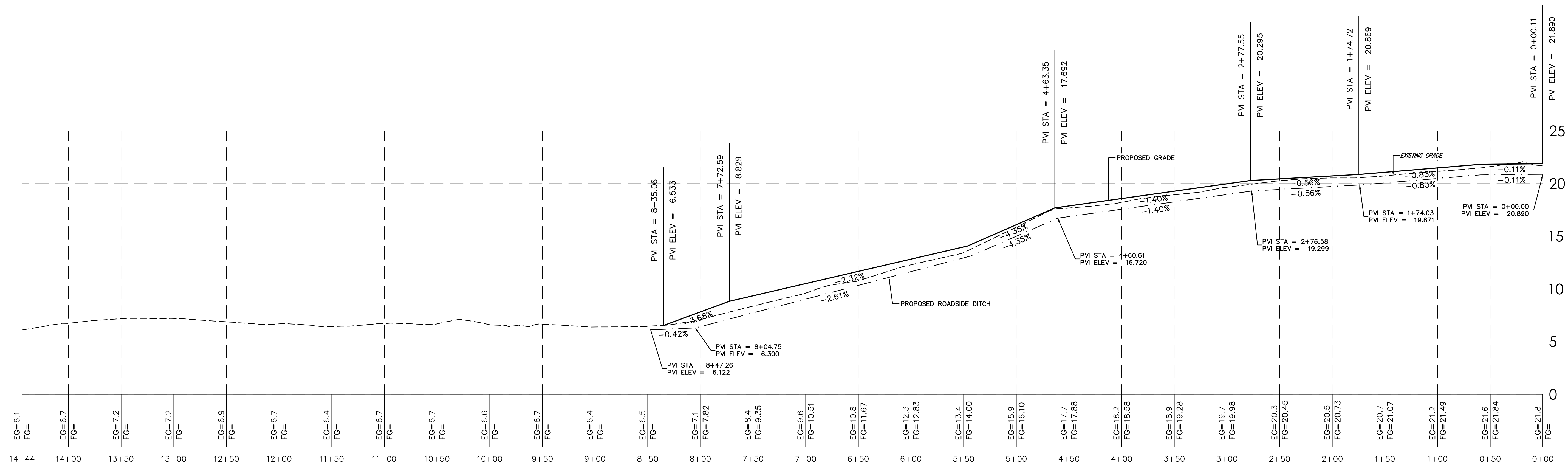
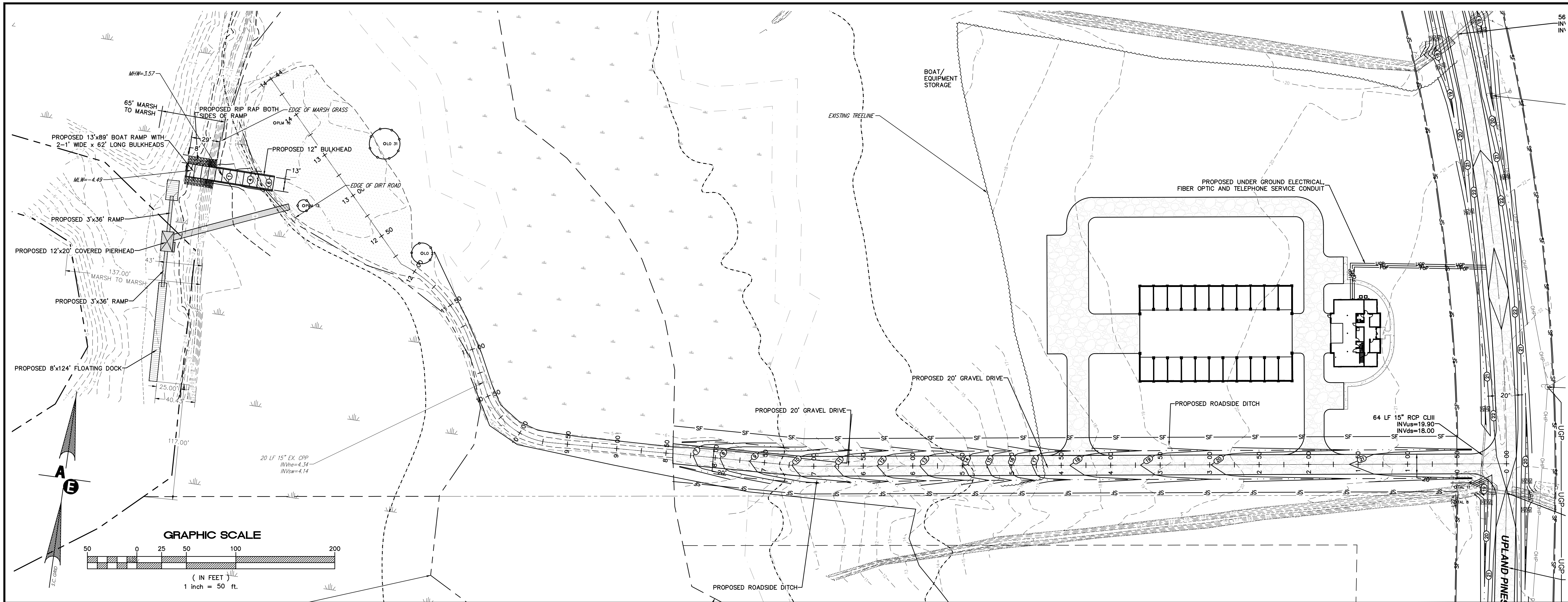
Site Development Plan
Stony Creek at
Bindon Plantation
US Hwy. 17
Town of Yemassee
Beaufort County, SC

North Subdivision
Stoney Creek Drive North
Cross Sections

Date Drawn: 04/28/22
Last Revised: 09/09/23
Drawn By: R. Crosby
Engineer: S. Andrews

SHEET #:
16

JOB: J21046



NORTH SUBDIVISION BOAT RAMP ACCESS ROAD PROFILE
 SCALE: HORIZONTAL 1"=50'
 VERTICAL 1"=5'

PLAN REVISIONS	
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 ENGINEERING & SURVEYING
 NO. 00088

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 Beaufort, SC 29902
 843.379.2222
 Fax 843.379.2223

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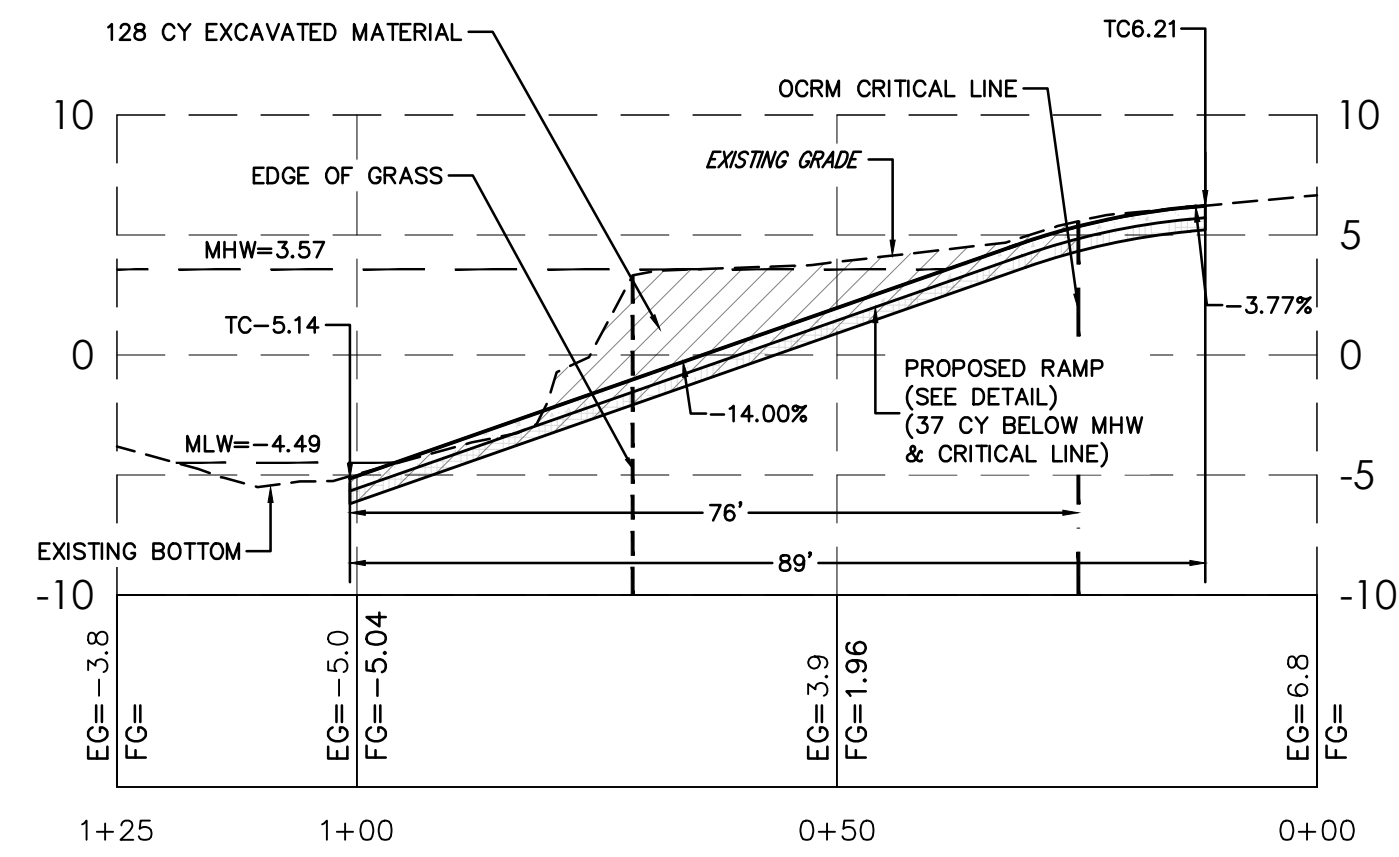
Site Development Plan
 Stony Creek at
 Bindon Plantation
 US Hwy. 17
 Town of Yemassee
 Beaufort County, SC

North Subdivision
 Boat Ramp Access
 Plan/Profile

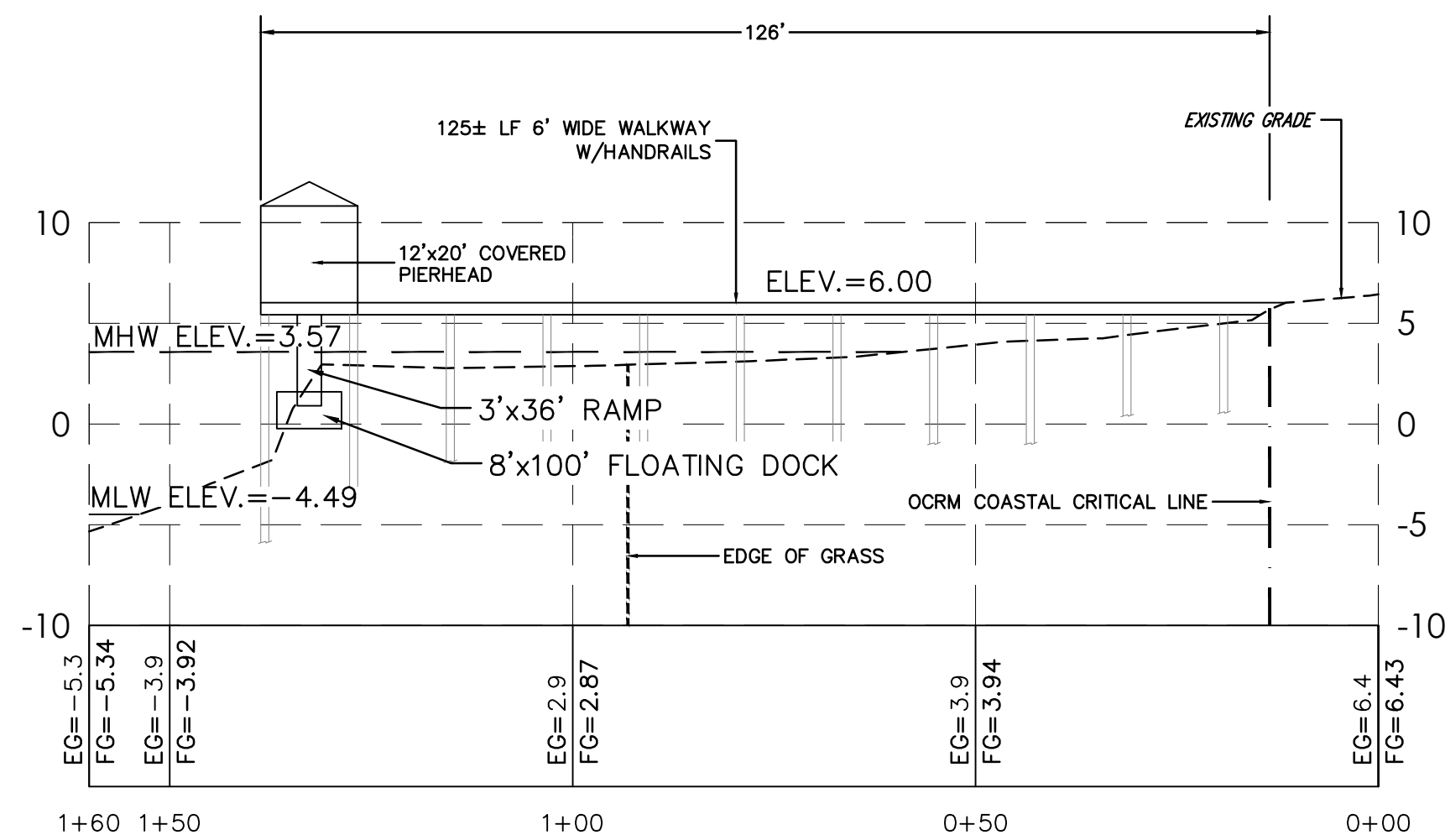
Date Drawn: 04/28/22
 Last Revised: 09/09/23
 Drawn By: R. Crosby
 Engineer: S. Andrews

SHEET #:
17

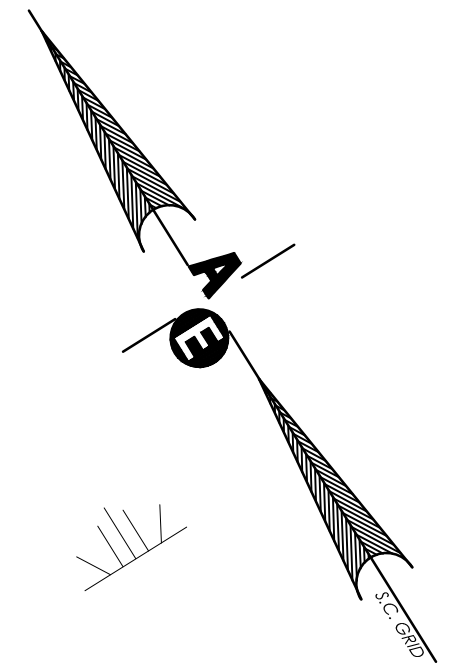
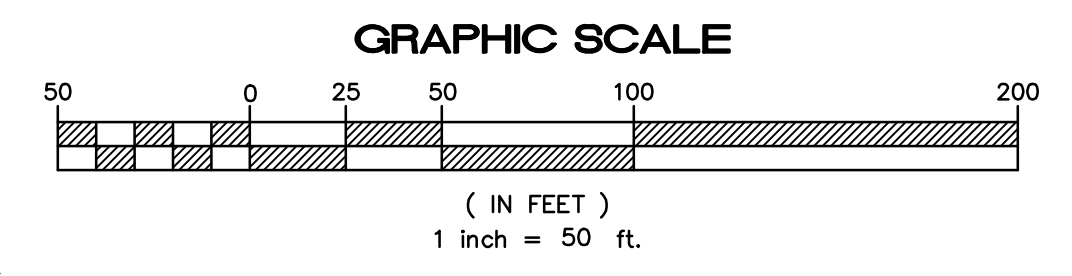
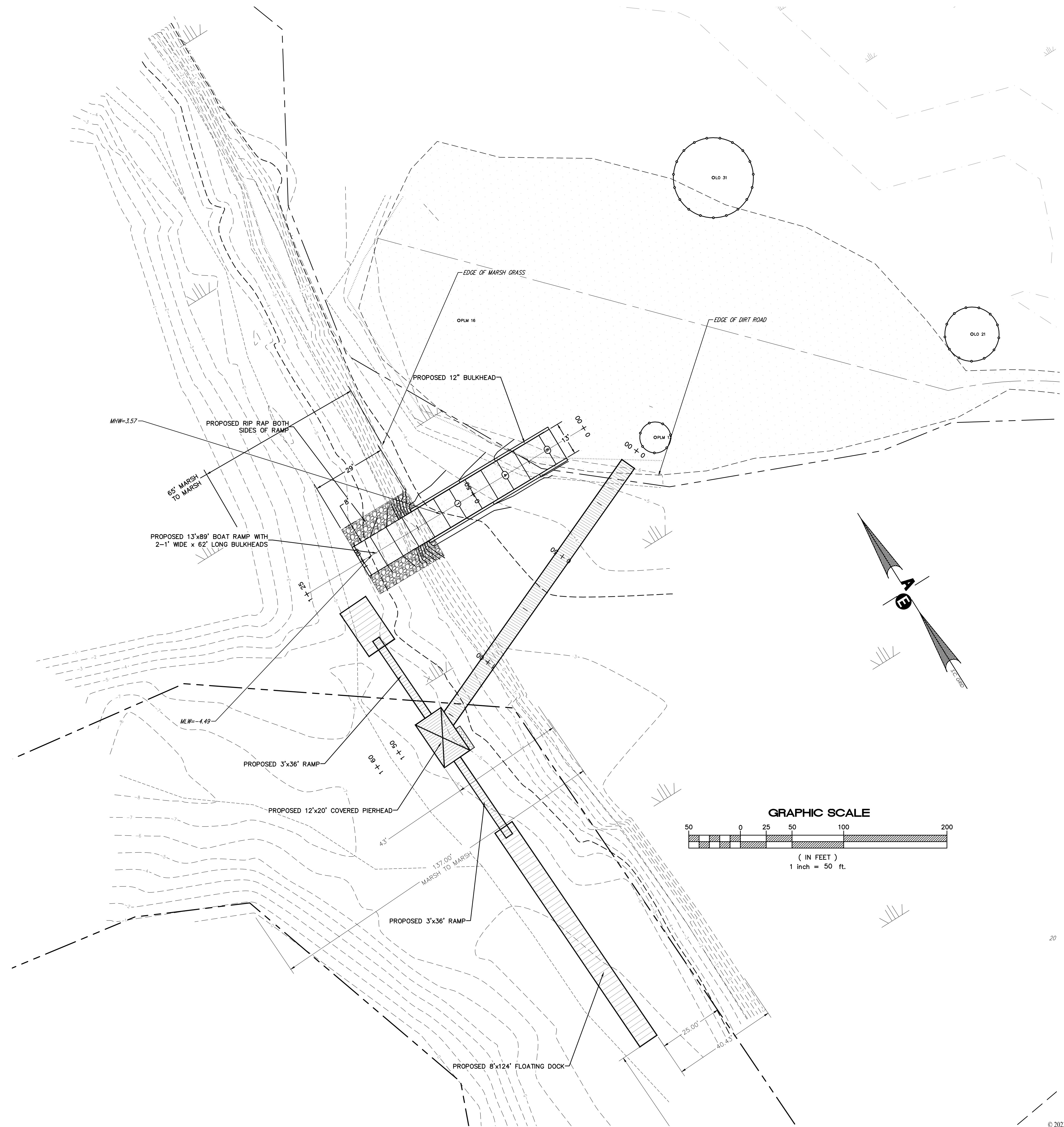
JOB: J21046



COMMUNITY RAMP PROFILE
SCALE: VERT 1"=2' HORIZ 1"=20'



COMMUNITY WALKWAY PROFILE
SCALE: VERT 1"=2' HORIZ 1"=20'



PLAN REVISIONS	
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CO. 00008
CERTIFICATE OF REGISTRATION

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Beaufort, SC 29902
P: 843.379.2222
F: 843.379.2223

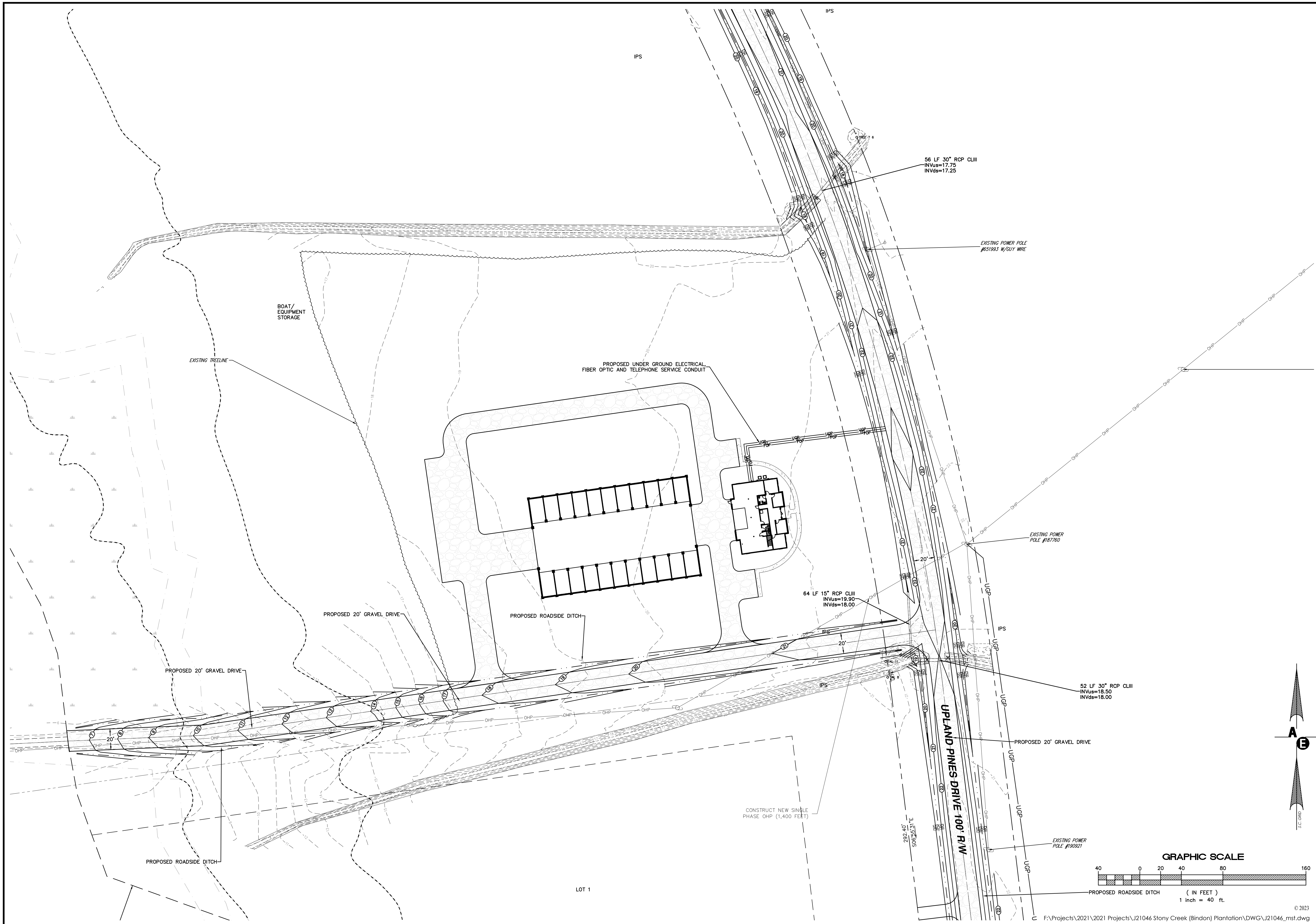
Andrews Engineering & Surveying

Site Development Plan
Stony Creek at
Bindon Plantation
US Hwy. 17
Town of Yemassee
Beaufort County, SC

North Subdivision
Boat Ramp
and
Covered Pierhead Plan

Date Drawn: 04/28/22
Last Revised: 09/09/23
Drawn By: R. Crosby
Engineer: S. Andrews

SHEET #:
18
JOB: J21046



PLAN REVISIONS	
NO.	DESCRIPTION
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 ENGINEERING NO. 12860
 09/08/2023
 SOUTH CAROLINA PROFESSIONAL ENGINEER

2712 Bull Street Suite A
 Beaufort, SC 29902
 843.379.2222
 Fax 843.379.2223

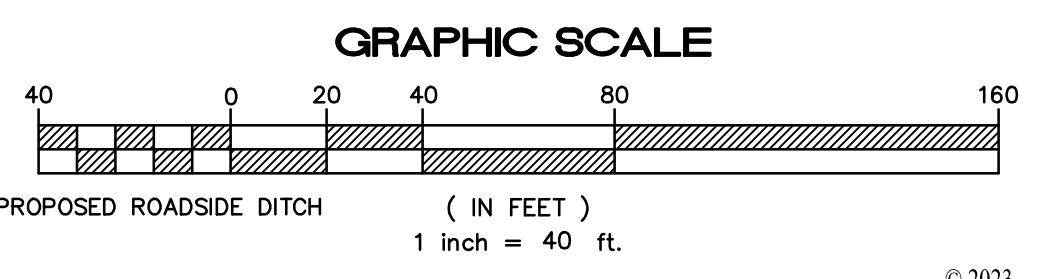
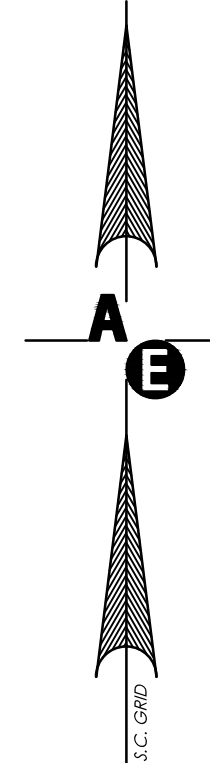
Andrews Engineering & Surveying

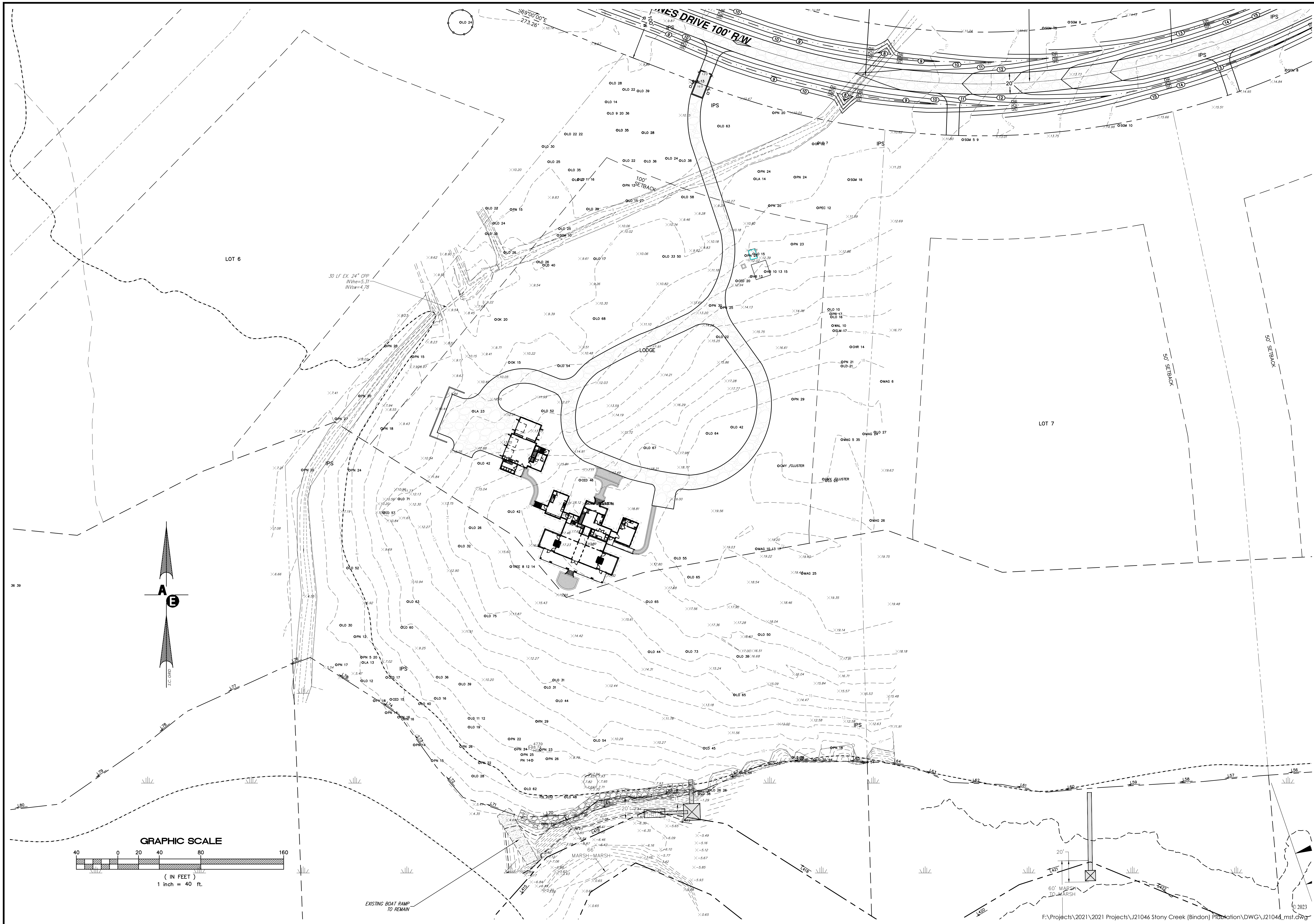
Site Development Plan
 Stony Creek at
 Bindon Plantation
 US Hwy. 17 (Trask Pkwy.)
 Town of Yemassee
 Beaufort County, SC

North Subdivision
 Boat and Equipment
 Storage Area

Date Drawn: 04/28/22
 Last Revised: 09/09/23
 Drawn By: R. Crosby
 Engineer: S. Andrews

SHEET #:
19
 JOB: J21046





PLAN REVISIONS	
NO.	DESCRIPTION:
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R. Crosby
 No. 12860
 State of South Carolina

2712 Bull Street Suite A
 Beaufort, SC 29902
 843.379.2222
 Fax 843.379.2223

Andrews Engineering & Surveying

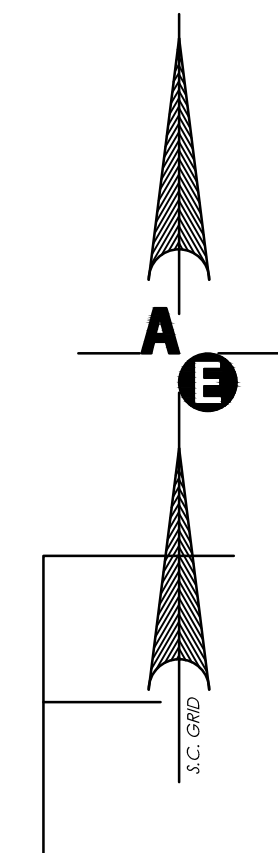
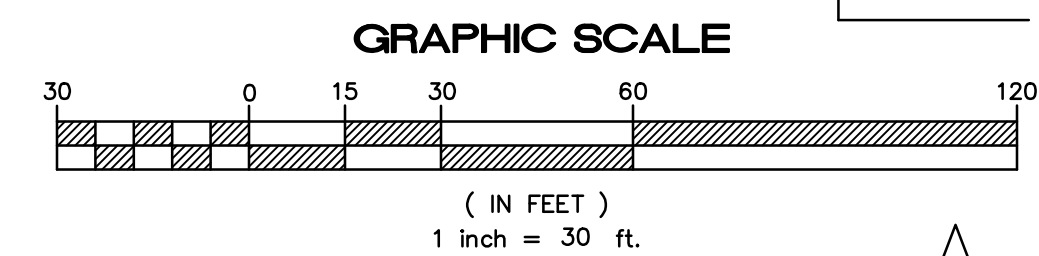
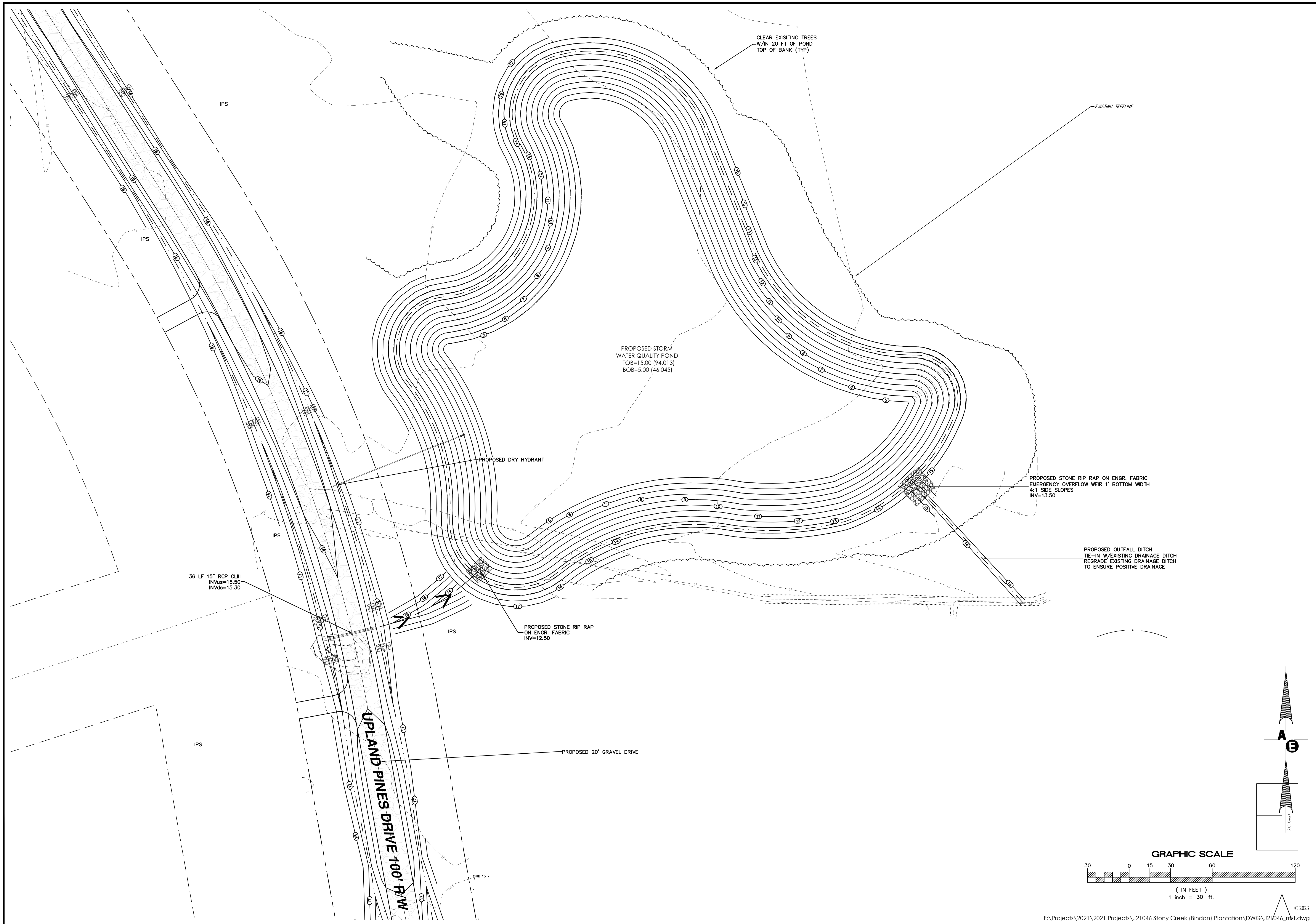
Site Development Plan
 Stony Creek at
 Bindon Plantation
 US Hwy. 17 (Trask Pkwy.)
 Town of Yemassee
 Beaufort County, SC

North Subdivision
 Lodge Site

Date Drawn: 04/28/22
 Last Revised: 09/09/23
 Drawn By: R. Crosby
 Engineer: S. Andrews

SHEET #:
20

JOB: J21046



PLAN REVISIONS	
NO.	DESCRIPTION:
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ANDREWS ENGINEERING CO. NO. 12860
 PROFESSIONAL ENGINEER
 STATE OF SOUTH CAROLINA
 09/08/2023

2712 Bull Street Suite A
 Beaufort, SC 29902
 843.379.2222
 Fax 843.379.2223

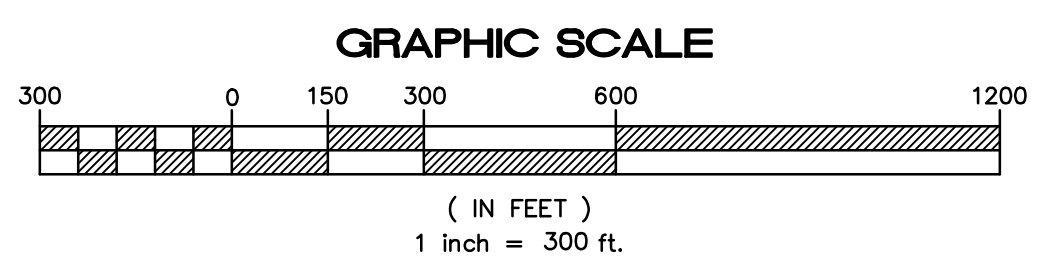
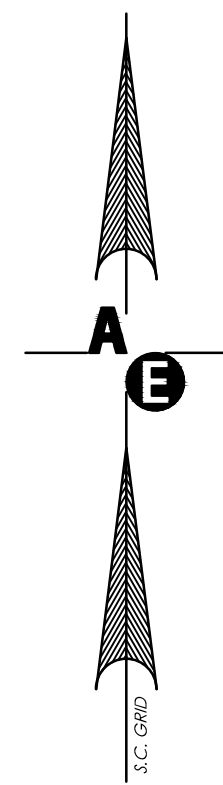
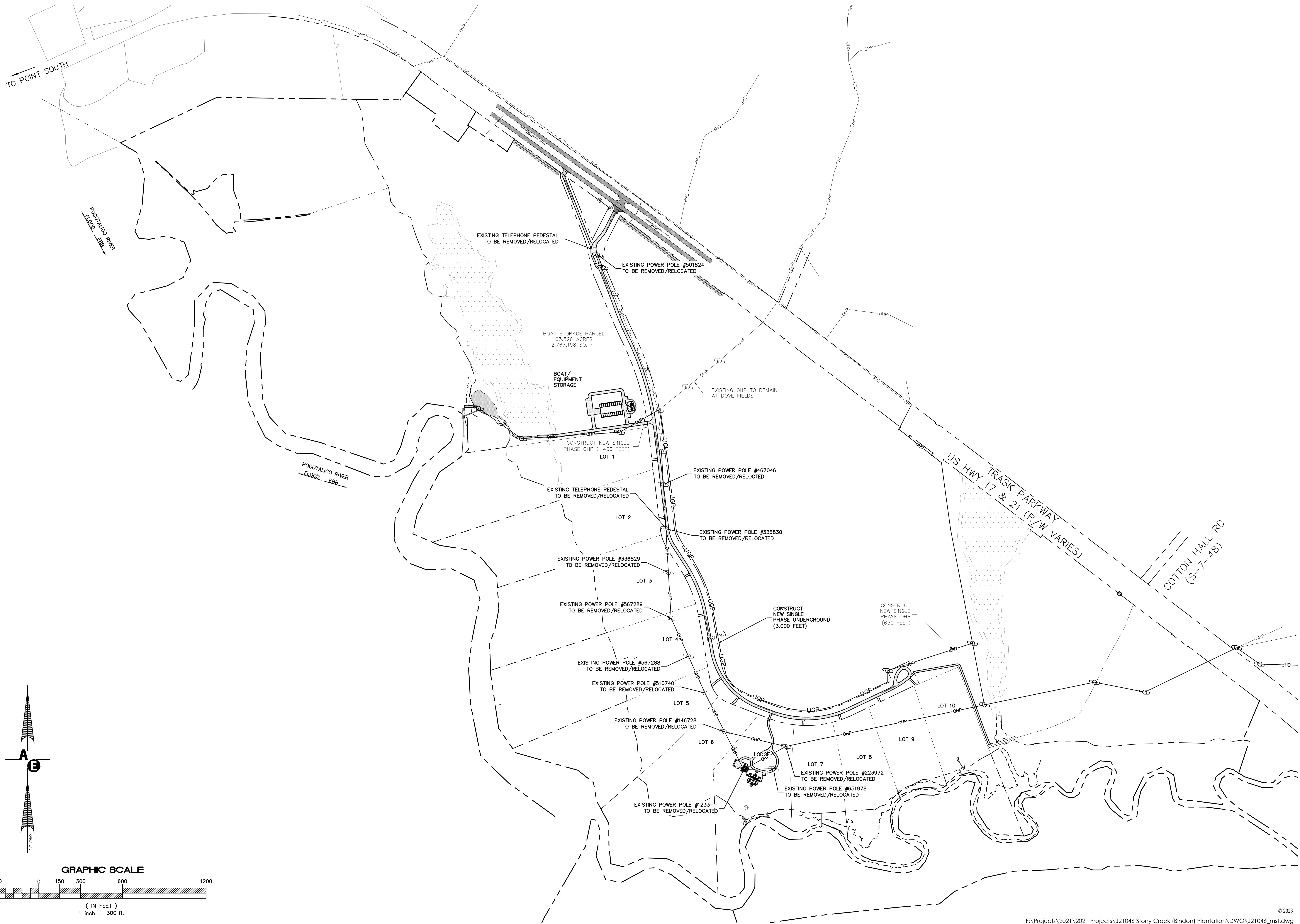
Andrews Engineering & Surveying

Site Development Plan
 Stony Creek at
 Bindon Plantation
 US Hwy. 17 (Trask Pkwy.)
 Town of Yemassee
 Beaufort County, SC

North Subdivision
 Pond Plan

Date Drawn: 04/28/22
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21
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PLAN REVISIONS

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Andrews Engineering & Surveying

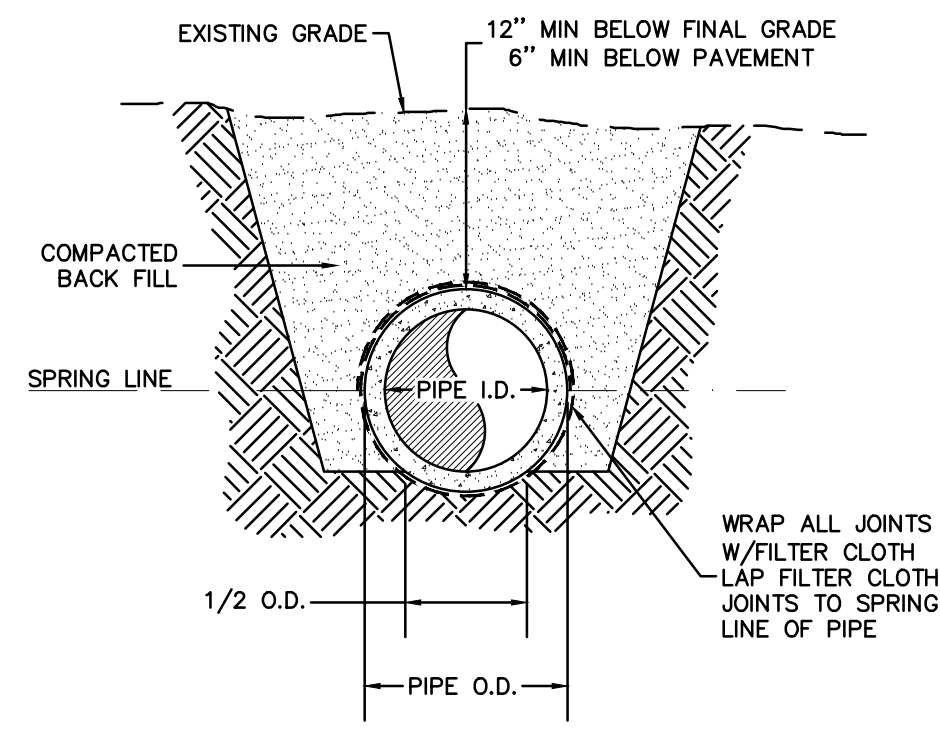
Site Development Plan
Stony Creek at
Bindon Plantation
US Hwy. 17 (Trask Pkwy.)
Town of Yemassee
Beaufort County, SC

North Subdivision
Dominion Power
Overhead Electrical
Concept Plan

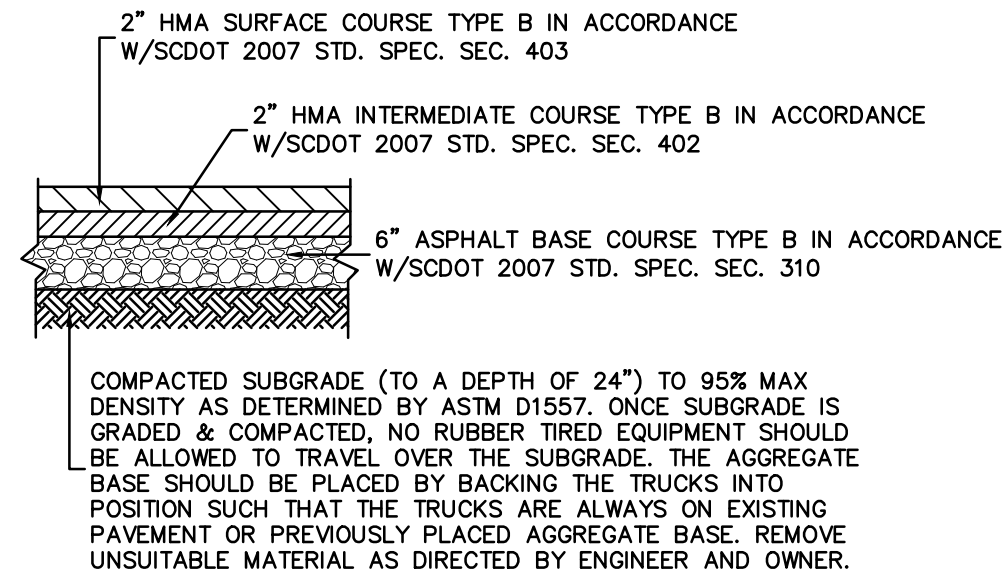
Date Drawn: 04/28/22
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Engineer: S. Andrews

SHEET #:
22

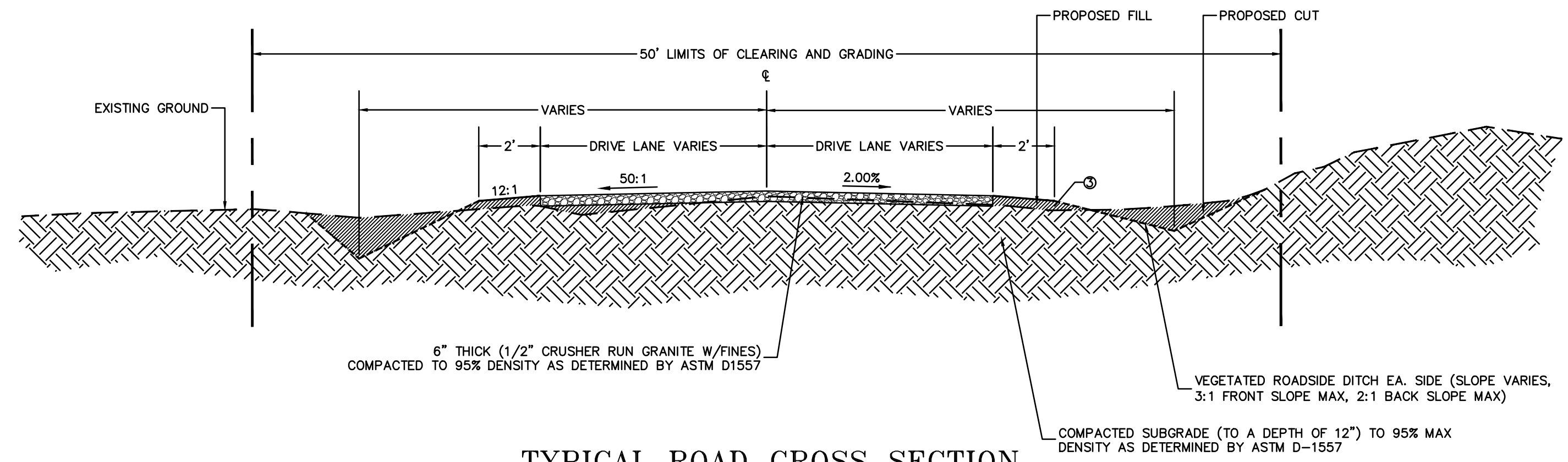
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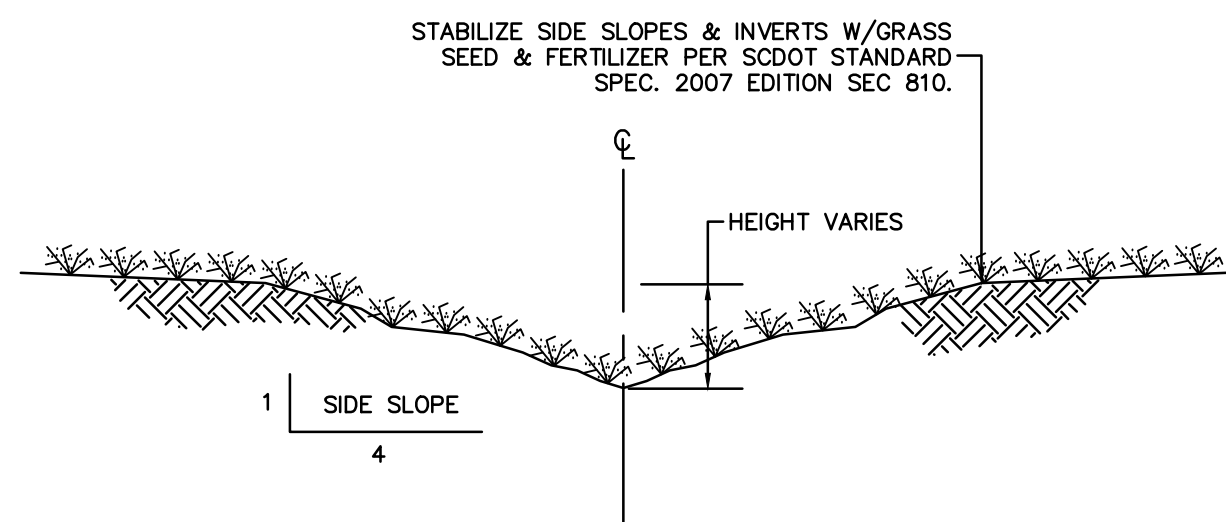
TYPICAL STORM SEWER PIPE BEDDING DETAIL
N.T.S.



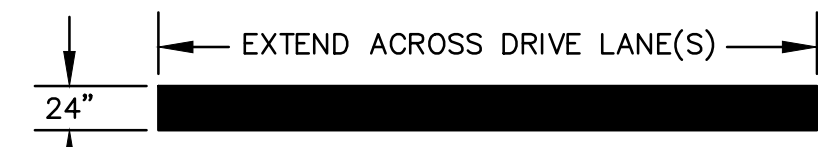
HEAVY DUTY ASPHALT PAVING DETAIL W/IN SCDOT R/W
N.T.S.



TYPICAL ROAD CROSS SECTION
N.T.S.

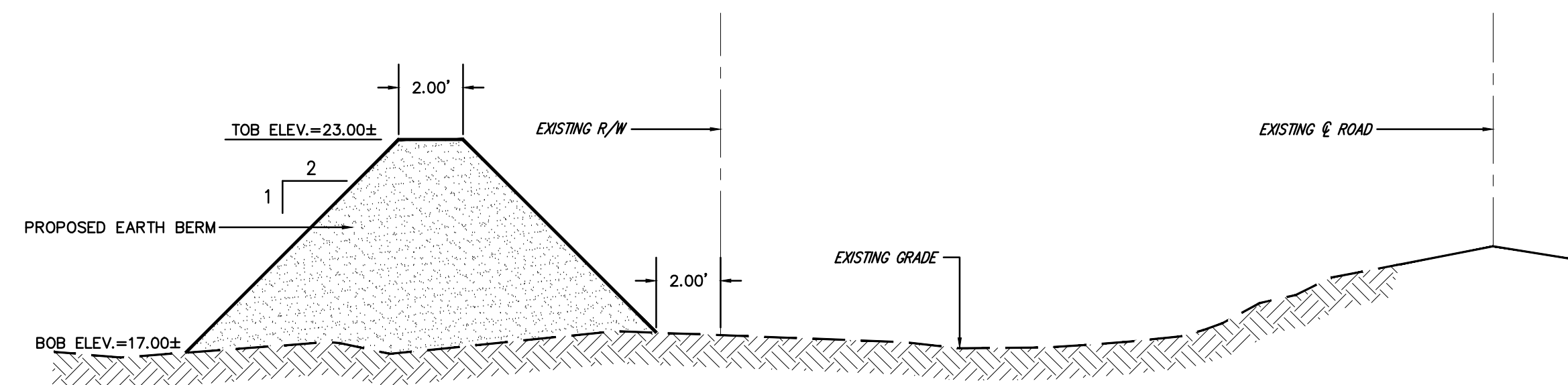


TYPICAL SECTION GRASS SWALE
N.T.S.

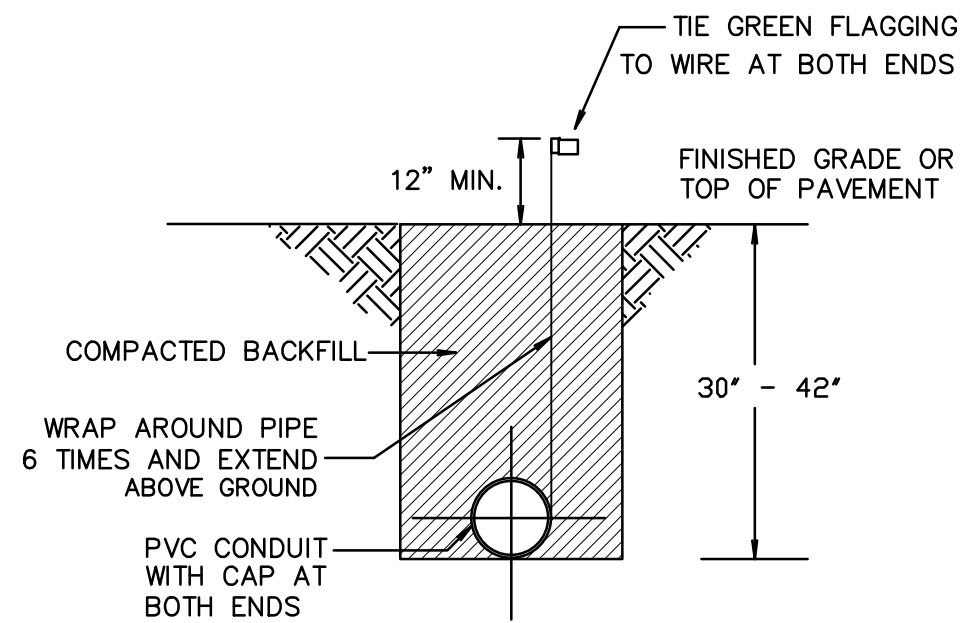


NOTE: ALL STOP BARS ARE TO BE SOLID WHITE LINES EXTENDING ACROSS THE LANE(S) AND INSTALLED IN ACCORDANCE WITH THE 2009 EDITION OF THE MUTCD SECT. 3B.16, PAGE 381.
ALL CROSSWALKS SHALL BE AS INSTALLED AS INDICATED ON THE PLANS AND IN ACCORDANCE WITH SECT. 3B.18, PAGE 383 OF THE 2009 MUTCD, OR MOST CURRENT EDITION, UNLESS OTHERWISE DIRECTED.

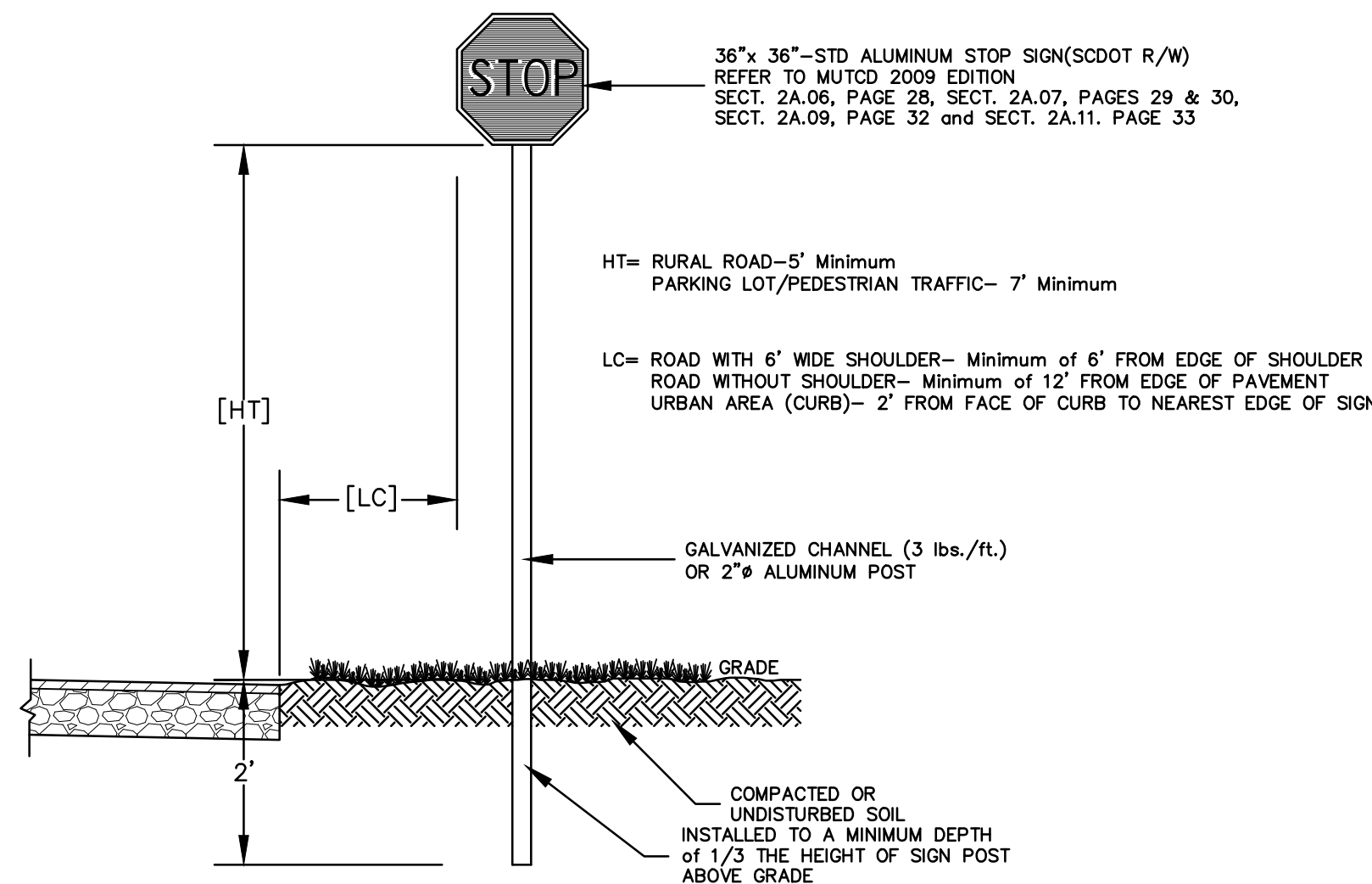
STOP BAR DETAIL
N.T.S.



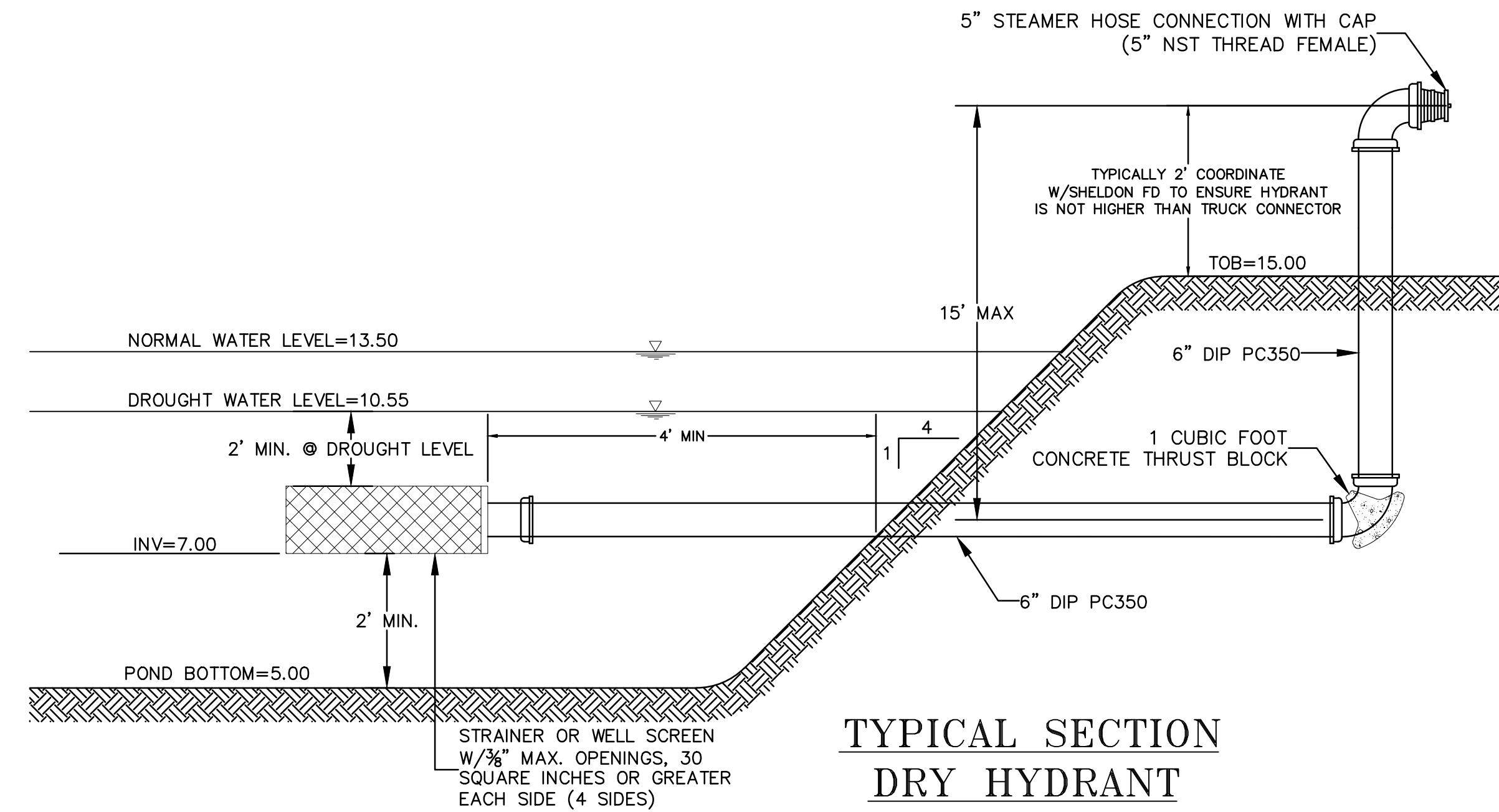
CROSS SECTION AT EARTH BERM
N.T.S.



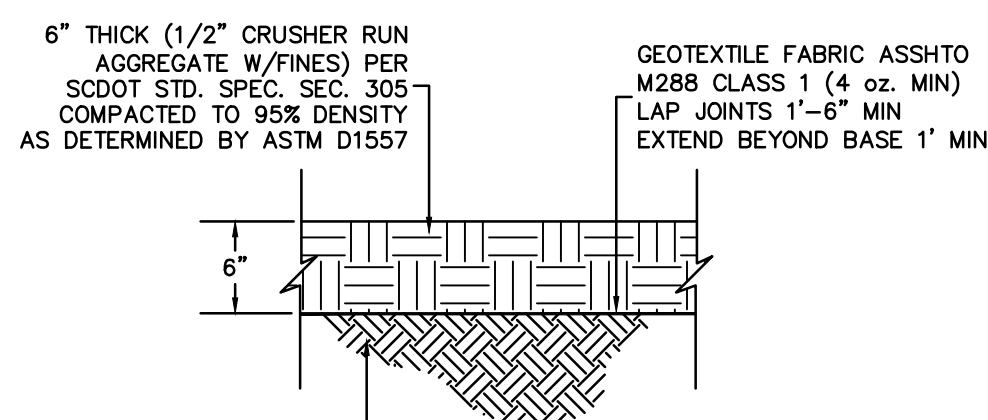
CONDUIT DETAIL
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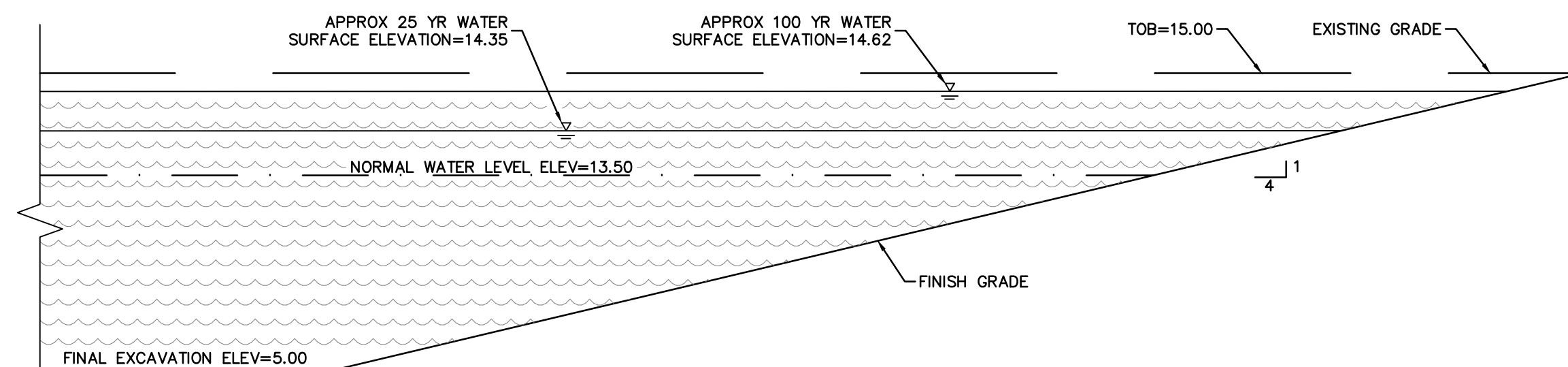
DETAIL-TYPICAL STOP SIGN
N.T.S.



TYPICAL SECTION DRY HYDRANT
N.T.S.



CRUSHED AGGREGATE PAVING DETAIL
N.T.S.



WET DETENTION POND (TYPICAL CROSS SECTION)
N.T.S.

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SCOTT H. CAROLINA PROFESSIONAL ENGINEER
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ANDREWS ENGINEERING CO.
NO. 00008

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Andrews Engineering
& Surveying

Preliminary Site Plan
Stony Creek at
Bindon Plantation
US Hwy. 17 (Trask Pkwy.)
Town of Yemassee
Beaufort County, SC

Typical Site
Details

Date Drawn: 04/28/22
Last Revised: 09/09/23
Drawn By: R. Crosby
Engineer: S. Andrews

SHEET #:
23

JOB: J21046

STONY CREEK - NORTH

BINDON PLANTATION

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 THIS SHEET TO SCALE AT 30"x42"



- LEGEND**
- (A) BOAT BARN AND OFFICE
 - (B) LODGE
 - (C) POLE BARN AND DOG KENNELS

SHEET INDEX

- CS - COVER SHEET
- L10 - OVERALL REFERENCE PLAN
- L20 - NOTES
- L100 - ENTRY SITE PLAN
- L101 - ENTRY PLANTING PLAN
- L102 - ENTRY PLANT SCHEDULE AND DETAILS
- L103 - ENTRY DETAILS
- L200 - BOAT BARN SITE PLAN AND GRADING PLAN
- L201 - BOAT BARN PLANTING PLAN
- L202 - BOAT BARN PLANT SCHEDULE AND DETAILS
- L300 - FISHING POND PLANTING PLAN
- L301 - FISHING POND PLANT SCHEDULE AND DETAILS
- L400 - LODGE OVERALL REFERENCE PLAN
- L401 - LODGE SITE PLAN
- L402 - LODGE GRADING PLAN
- L403 - LODGE PLANTING PLAN
- L404 - LODGE PLANT SCHEDULE AND DETAILS
- L405 - LODGE DETAILS

ISSUED: SEPTEMBER 08, 2023

CONSULTANT INFO

TOPO AND BOUNDARY SURVEYS, EXISTING TREES AND SURVEY DATA WERE TAKEN FROM DIGITAL DATA PROVIDED BY:

DAVIS AND FLOYD INC
 BEAUFORT, SOUTH CAROLINA
 (864) 229.5211

ALL ARCHITECTURAL INFORMATION WAS TAKEN FROM DIGITAL DATA PROVIDED BY:

WOODS DENDY ARCHITECTS
 BEAUFORT, SOUTH CAROLINA
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CONTACT

WITMER JONES KEEFER
 23 PROMENADE ST., SUITE 201
 BLUFFTON, SC. 29910
 (843) 757.7411
 WWW.WJKLTD.COM

FINAL DEVELOPMENT PLANS
 FOR
STONY CREEK NORTH
 BEAUFORT COUNTY, SOUTH CAROLINA

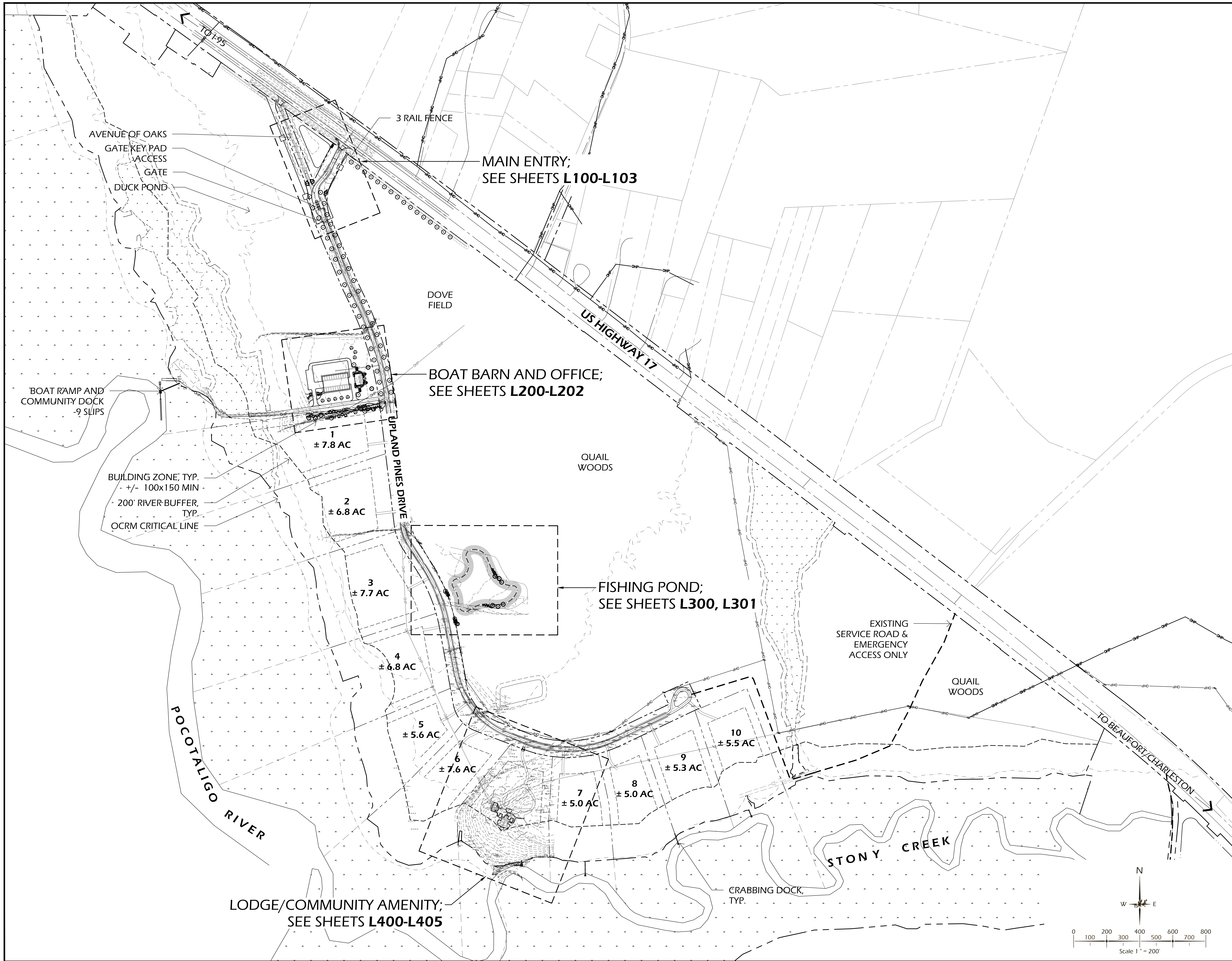
DATE:	SEPT. 08, 2023
PROJECT NO.:	21125.01
DRAWN BY:	MC/AS
CHECKED BY:	DK

FINAL SUBMITTAL
 PLAN, NOT FOR
 CONSTRUCTION

REVISIONS:

DRAWING TITLE
 COVER SHEET

DRAWING NUMBER
CS



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FINAL DEVELOPMENT PLANS
 FOR
STONY CREEK NORTH
 BEAUFORT COUNTY, SOUTH CAROLINA

DATE: SEPT. 08, 2023
 PROJECT NO.: 21125.01
 DRAWN BY: MC/AS
 CHECKED BY: DK

FINAL SUBMITTAL
 PLAN, NOT FOR
 CONSTRUCTION

REVISIONS:

DRAWING TITLE
**OVERALL
 REFERENCE PLAN**

DRAWING NUMBER
L10

GENERAL NOTES:

- 1. ALL NOTES APPLY TO ALL DRAWINGS AND ALL TRADES.
- 2. REFER TO ENGINEERING PLANS FOR LAYOUT AND LOCATION OF UTILITIES AND ROADS
- 3. THIS IS A DESIGN DEVELOPMENT SET USED TO DESCRIBE THE DESIGN INTENT ONLY. ALL CONSTRUCTION DETAILS, LAYOUT, GRADING, UTILITIES, PROPERTY LINES, ETC. MUST BE FIELD VERIFIED WITH ANY DISCREPANCIES REPORTED TO THE OWNERS OR OWNERS REPRESENTATIVE. ALL CONSTRUCTION MUST ADHERE TO OR EXCEED REGULATIONS AND CODES OF THE AMERICANS WITH DISABILITIES ACT, ALL NATIONAL, STATE, LOCAL AND OTHER GOVERNING AUTHORITIES. W.J.K. LTD. IS NOT RESPONSIBLE FOR ANY WRONGFUL CONSTRUCTION PRACTICES.
- 4. ALL SURVEY AND SITE INFORMATION WERE COMPILED FROM A VARIETY OF SOURCES AT VARIOUS TIMES. SITE INFORMATION MUST BE FIELD VERIFIED BEFORE CONSTRUCTION BEGINS. REPORT ANY DISCREPANCIES TO THE OWNER OR OWNERS REPRESENTATIVE.
- 5. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS AND TRADES TO COORDINATE THE INSTALLATION OF THEIR WORK WITH THE INSTALLATION OF WORK BY ALL OTHER CONTRACTORS AND TRADES.
- 6. THE REQUIREMENTS OF THE SPECIFICATIONS, DRAWINGS, GENERAL REQUIREMENTS, AND ALL ITEMS OF THE CONTRACT DOCUMENTS ARE EQUALLY BINDING FOR ALL CONTRACTORS AND TRADES.
- 7. EACH CONTRACTOR IS REQUIRED TO MAINTAIN FULL (COLOR) SETS OF THE CONTRACT DOCUMENTS FOR HIS EMPLOYEES USE ON THE PROJECT TO ASSURE THAT ALL WORK IS PROPERLY COORDINATED AND FOR REVIEWS BY COUNTY AND / OR MUNICIPALITY OFFICIALS FOR INSPECTIONS.
- 8. ALL CONTRACTORS AND ALL TRADES ARE RESPONSIBLE FOR OBTAINING THE CORRECT PERMITS AND INSPECTIONS PRIOR TO CONSTRUCTION AS REQUIRED BY LOCAL PLANNING, ZONING, BUILDING CODE AND OTHER TOWN AUTHORITIES.
- 9. W.J.K. LTD., THE OWNER AND / OR THE OWNERS REPRESENTATIVE SHALL BE NOTIFIED OF ANY SITE CONDITIONS WHICH MAY NECESSITATE MODIFICATION TO THE PLAN. THE OWNER OR OWNERS REPRESENTATIVE SHALL MAKE INFIELD MODIFICATIONS, IF NECESSARY.
- 10. CONTRACTOR SHALL PROVIDE AND FURNISH ALL MATERIALS, EQUIPMENT AND LABOR NECESSARY FOR ALL CONSTRUCTION, PROTECTION, MAINTENANCE AND RELATED ITEMS TO COMPLETE WORK INDICATED ON THE DRAWINGS.
- 11. BEFORE COMMENCING ANY WORK CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES, SUBSURFACE DRAINAGE, AND UNDERGROUND CONSTRUCTION SO THAT PROPER PRECAUTIONS MAY BE TAKEN NOT TO DISTURB ANY SUB-SURFACE IMPROVEMENTS. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS IN BRINGING EQUIPMENT ON TO AND OFF OF THE SITE, PROTECTING WALKS, PAVING, STEPS AND OTHER EXISTING CONSTRUCTION ON THE SITE. CONTACTS SHALL BE MADE BY CONTRACTOR WITH PROPER AUTHORITIES BEFORE AND DURING THIS WORK SO AS TO COMPLY WITH ALL REGULATIONS AND ORDINANCES.
- 12. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES AND CONFIRM / DETERMINE UTILITY ELEVATIONS PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE AND MAKE REPAIRS, AT THEIR OWN EXPENSE, THAT MAY OCCUR TO EXISTING UTILITIES IN ACCORDANCE WITH NATIONAL, STATE AND LOCAL CODES.
- 13. CONTRACTOR SHALL VERIFY ALL EXISTING TREE CONDITIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE OWNER OR OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO THEIR REMOVAL.
- 14. CONTRACTOR SHALL PROTECT AND INSTALL TREE PROTECTION FENCE AROUND THE DRIP LINE OF ALL TREES, NATURAL AREAS AND EXISTING VEGETATION TO REMAIN. TREE PROTECTION LOCATION SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
- 15. ALL CONSTRUCTION FOR ALL TRADES SHALL CONFORM TO OR EXCEED THE PRODUCT MANUFACTURERS RECOMMENDATIONS, REGULATIONS OF BEAUFORT COUNTY AND THE AMERICANS WITH DISABILITIES ACT, AND / OR OTHER APPLICABLE NATIONAL, STATE, AND LOCAL CODES AND ANY OTHER GOVERNING AUTHORITIES.
- 16. CONTRACTOR ACCESS FOR CONSTRUCTION AS DIRECTED BY THE OWNER OR OWNERS REPRESENTATIVE.
- 17. CONTRACTOR SHALL PROTECT THE GENERAL PUBLIC FROM CONSTRUCTION AREAS DURING CONSTRUCTION.
- 18. THE OWNER MAY REQUIRE FLAG MEN TO BE AVAILABLE DURING THE CONSTRUCTION PROCESS.
- 19. ANY DEVIATIONS FROM THESE PLANS MUST BE SPECIFICALLY APPROVED BY W.J.K. LTD., AND THE OWNER OR OWNERS REPRESENTATIVE.

DEMOLITION NOTES:

- 1. THE CONTRACTOR, BEFORE BEGINNING ANY DEMOLITION ACTIVITY, SHALL CONTACT THE LOCAL UTILITIES FOR INSTRUCTION ON SPECIAL PROCEDURES THAT MAY BE REQUIRED BY THE UTILITIES CONCERNING DEMOLITION.
- 2. ALL DEMOLISHED MATERIAL SHALL BE HAULED AWAY AND DISPOSED OF PROPERLY IN A LANDFILL AS APPLICABLE PER BEAUFORT COUNTY CODE(S).
- 3. THE CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF LOCAL, STATE AND FEDERAL REGULATORY AGENCIES WHICH MAY HAVE JURISDICTION OVER SUCH ACTIVITIES.
- 4. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DATA PROVIDED IN THESE DRAWINGS. THE CONTRACTOR SHALL PERFORM HIS OWN ESTIMATE OF MATERIAL FOR DEMOLITION AND REPORT ANY DISCREPANCIES TO THE OWNER OR THE OWNERS REPRESENTATIVE PRIOR TO BEGINNING WORK.
- 5. ALL UTILITIES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND FOR ESTIMATING PURPOSES ONLY. THE EXACT LOCATIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING DEMOLITION WORK. ALL UTILITIES SHALL BE LOCATED AND PROTECTED TO PREVENT DAMAGE. ANY DAMAGE WHICH MAY OCCUR DURING THE CONSTRUCTION PROCESS IS TO BE PROMPTLY REPORTED TO THE APPROPRIATE UTILITY AUTHORITY AND REPAIRS SHALL BE MADE IN ACCORDANCE WITH THEIR REQUIREMENTS. THE SAFE DEMOLITION AND REMOVAL OF UTILITIES, STRUCTURES AND EQUIPMENT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 6. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY, AT THE DIRECTION OF THE OWNER OR OWNERS REPRESENTATIVE, THE UTILITIES HAVING JURISDICTION OVER ANY UTILITY EASEMENTS OF ANY KIND FOR APPROVAL OF WORK WITHIN THE EASEMENT.
- 7. REMOVAL OF ANY AND ALL MATERIALS INDICATED INCLUDES ALL MATERIALS ASSOCIATED WITH THAT ITEM INCLUDING SUBSURFACE MATERIAL, IF APPLICABLE, NOT NEEDED OR IN NEED OF REPAIR OR REPLACEMENT.
- 8. THE CONTRACTOR SHALL TAKE CARE WHEN WORKING AROUND EXISTING TREES SCHEDULED TO REMAIN. PROPER TREE PROTECTION IN ACCORDANCE WITH LOCAL CODES SHALL BE MADE PRIOR TO CONSTRUCTION BEGINNING AND THROUGHOUT THE CONSTRUCTION PROCESS.
- 9. SOME TREES AND SHRUBS SCHEDULED FOR RELOCATION AND REUSE ON THE PROPERTY MAY NOT BE SALVAGEABLE DUE TO UNDERGROUND UTILITIES.
- 10. BARRIERS AND / OR FLAG MEN MAY BE REQUIRED FOR SAFETY. VERIFY REQUIREMENTS WITH THE OWNER FOR SUCH NEEDS PRIOR TO BEGINNING THE WORK.
- 11. THE OWNER SHALL BE NOTIFIED AS TO THE TIMING OF THE WORK SO THAT PROPER SECURITY NOTIFICATION IS MADE.

GENERAL DISTURBANCE NOTES:

- 1. CONTRACTOR SHALL IMPLEMENT ALL SILT FENCE OR OTHER SEDIMENT CONTROL MEASURES AROUND ALL DISTURBED AREAS PRIOR TO ANY CONSTRUCTION ACTIVITIES.
- 2. TEMPORARY CONSTRUCTION ENTRANCE SHALL BE INSTALLED AFTER SILT FENCE AND PRIOR TO ALL OTHER CONSTRUCTION ACTIVITIES.
- 3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED BY THE CONTRACTOR AT LEAST ONCE EVERY FOURTEEN (14) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT OF 0.5 INCHES OR GREATER. IF SITE INSPECTIONS IDENTIFY B.M.P.S. THAT ARE DAMAGED OR ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED AS SOON AS PRACTICAL AND BEFORE THE NEXT STORM EVENT IF PRACTICAL.
- 4. CONTRACTOR TO PROVIDE SILT FENCE AND / OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL COVER AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.
- 5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED BY THE CONTRACTOR DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND / OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
- 6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED SURFACES FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL REMOVE MUD / SOIL DAILY FROM PAVED SURFACES, AS REQUIRED.
- 7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72-300 ET SEQ. AND SCR100000.
- 8. TEMPORARY DIVERSION BERMS AND / OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UP SLOPE RUNOFF AND / OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
- 9. ALL WATERS OF THE STATE (W.O.S.), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CANT BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL W.O.S. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL W.O.S.
- 10. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORMWATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORMWATER DISCHARGES.
- 11. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICAL IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED EXCEPT AS STATED BELOW.
 - 11.1. WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICAL.
 - 11.2. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.

LAYOUT NOTES:

- 1. ALL CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 2. CONTRACTOR TO USE DIGITAL FILES PROVIDED BY WITMER-JONES-KEEFER, LTD. TO LAYOUT AND STAKE ALL SITE IMPROVEMENTS AND ELEMENTS. FINAL LAYOUT AND STAKING TO BE FIELD VERIFIED AND APPROVED BY LANDSCAPE ARCHITECT AND OWNER OR OWNERS REPRESENTATIVE PRIOR TO CONSTRUCTION.
- 3. CONTRACTOR SHALL FIELD LOCATE, STAKE AND USE COLOR CODED SPRAY PAINT FOR ALL ABOVE AND BELOW GROUND UTILITIES. CONTRACTOR TO CONFIRM / DETERMINE UTILITY ELEVATIONS PRIOR TO CONSTRUCTION. ANY EXISTING UTILITY CONFLICTS WITH SITE IMPROVEMENTS TO BE REPORTED TO OWNER, OWNERS REPRESENTATIVE AND LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES AS STATED IN THE GENERAL NOTES.
- 4. ALL SITE IMPROVEMENTS REPRESENTED IN THIS SET OF PLANS SHALL BE STAKED AND REVIEWED WITH THE OWNER OR OWNERS REPRESENTATIVE PRIOR TO CONSTRUCTION. ANY DISCREPANCIES TO BE REPORTED TO THE OWNER, OWNERS REPRESENTATIVE OR LANDSCAPE ARCHITECT.
- 5. ALL DIMENSIONS ARE TO EDGE OF PAVING AND CENTERLINE OF WALLS AND COLUMNS UNLESS OTHERWISE INDICATED.
- 6. ALL ANGLES ARE 90 UNLESS OTHERWISE INDICATED.
- 7. CONTRACTOR SHALL PROVIDE LIGHTING, IRRIGATION AND ANY OTHER CONDUIT NEEDED TO ALL LANDSCAPE AREAS.
- 8. ANY AND ALL FIELD ADJUSTMENTS SHALL RECEIVE APPROVAL FROM THE OWNER, OWNERS REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

GRADING NOTES:

- 1. CONTRACTOR SHALL VERIFY ALL ELEVATIONS PRIOR TO CONSTRUCTION AND NOTIFY OWNERS REPRESENTATIVE OF DISCREPANCIES.
- 2. CROSS SLOPES ON ALL HARDSCAPE WALKWAYS / PATHWAYS ARE NOT TO EXCEED 2%.
- 3. ALL ACCESSIBLE WALKWAYS / PATHWAYS RUNNING SLOPE (GRADIENT) MAY NOT EXCEED 4.9%, UNLESS A RAMP IS INSTALLED. IF A RAMP IS INSTALLED THE RUNNING SLOPE (GRADIENT) SHALL NOT EXCEED 8.33%, AND HANDRAILS SHALL BE INSTALLED ON BOTH SIDES (MINIMUM 36" CLEARANCE BETWEEN HANDRAILS) WHEN RAMP RISE IS GREATER THAN 6'.
- 4. IF DISCREPANCIES DEVELOP BETWEEN THE PROPOSED GRADES AS SHOWN ON THE PLAN AND THE EXISTING GROUND SURFACE, THE CONTRACTOR, WITH PRIOR APPROVAL FROM THE OWNER'S REPRESENTATIVE, SHALL MAKE GRADING ADJUSTMENTS NECESSARY TO MAINTAIN THE GENERAL INTENT OF THE DESIGN.
- 5. CONTRACTOR IS RESPONSIBLE FOR ALL PAVED AREAS DAMAGED DURING CONSTRUCTION.
- 6. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM ALL ADJACENT PROPERTIES, WALLS, WALKS AND PLANTING BEDS AND TOWARDS EXISTING DRAIN INLETS, SWALES, STORMWATER LAGOONS OR ROADS.
- 7. ALL DISTURBED AREAS INCLUDING SHALLOW SWALES SHALL BE MULCHED OR PLANTED AS INDICATED ON PLANTING PLANS.
- 8. IF REQUIRED, POP UP EMITTER SHALL BE N.D.S. 6" POP UP DRAINAGE EMITTER BLACK IN COLOR.
- 9. LANDSCAPE DRAIN SHALL BE AS SPECIFIED ON PLANS.
- 10. LANDSCAPE DRAINS SHALL BE ADDED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS IN LOW / FLAT AREAS THAT DID NOT SHOW UP ON THE TOPOGRAPHIC SURVEY. LANDSCAPE DRAIN SHALL BE APPROVED BY OWNER, OWNERS REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

LIGHTING NOTES:

- 1. THE INTENT OF THE LIGHTING DESIGN IS TO PROVIDE LOW LEVEL UNOBTUSIVE SITE LIGHTING OR ARCHITECTURAL ELEMENTS. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO CREATE THIS EFFECT BY CLOSE COORDINATION WITH THE LANDSCAPE ARCHITECT AND CAREFUL PLACEMENT OF ALL FIXTURES.
- 2. THE CONTRACTOR SHALL ENGINEER THE ELECTRICAL SYSTEM BASED ON THE LOCATION AND TYPE OF FIXTURES AS SHOWN ON THE PLAN. PROPERLY SIZED WIRING, TRANSFORMERS, BREAKERS, ACCESSORIES, ETC., SHALL BE PROVIDED BY THE CONTRACTOR AS NECESSARY TO GUARANTEE A COMPLETELY FUNCTIONAL LIGHTING, DISTRIBUTION AND CONTROL SYSTEM.
- 3. CONTRACTOR TO PROVIDE ELECTRICAL PLANS AND SHOP DRAWINGS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT AND OWNER OR OWNERS REPRESENTATIVE PRIOR TO INSTALLATION.
- 4. ALL LIGHTING EQUIPMENT SHALL BE INSTALLED PER MANUFACTURERS INSTRUCTIONS AND RECOMMENDATIONS, AND MUST COMPLY WITH ALL APPLICABLE STATE AND COUNTY CODES.
- 5. THE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS AND INSPECTION / APPROVALS REQUIRED.
- 6. THE CONTRACTOR SHALL STAKE OUT ALL LIGHT FIXTURE AND TRANSFORMER LOCATIONS FOR APPROVAL BY THE LANDSCAPE ARCHITECT, OWNER, OR OWNERS REPRESENTATIVE PRIOR TO INSTALLATION. EXACT LOCATIONS OF CONTROLLERS, ELECTRICAL PANELS, ETC. TO BE COORDINATED WITH AND APPROVED BY OWNER, OWNERS REPRESENTATIVE OR LANDSCAPE ARCHITECT.
- 7. FINAL AIMING AND ADJUSTMENT SHALL BE MADE AT NIGHT WITH LANDSCAPE ARCHITECT PRESENT TO GIVE FINAL APPROVAL.
- 8. THE CONTRACTOR SHALL COORDINATE, STAKE AND FLAG ALL LOCATIONS WHERE ELECTRICAL CONDUIT OR P.V.C. SLEEVING MAY BE REQUIRED BENEATH WALKS OR OTHER PAVED AREAS PRIOR TO HARDSCAPE INSTALLATION.
- 9. ALL ELECTRICAL WIRING RUNNING UNDER PAVED AREAS SHALL BE PLACED IN ELECTRICAL CONDUIT OR P.V.C. SLEEVES PROVIDED BY CONTRACTOR.
- 10. CONTRACTOR SHALL RUN ALL NECESSARY ELECTRICAL WIRING TO UTILITY PANEL AND TRANSFORMER.
- 11. CONTRACTOR SHALL PROVIDE A MINIMUM OF 36' OF BURIES EXCESS CABLE AT EACH FIXTURE TO ALLOW FOR FIXTURE ADJUSTMENT.
- 12. ALL LIGHTING TO BE PLACED ON AN APPROPRIATE TIMER. THE CONTRACTOR SHALL SELECT AN APPROPRIATE TIMER FOR ALL LIGHTS AND SET THE TIME APPROPRIATELY FOR PROPER NIGHT TIME ILLUMINATION, FOR APPROVAL BY OWNER OR OWNERS REPRESENTATIVE.
- 13. CONTRACTOR SHALL PROVIDE GROUND FAULT CIRCUIT BREAKERS FOR ALL CIRCUITS AS REQUIRED BY NATIONAL, STATE AND LOCAL CODES.
- 14. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT, LABOR, EXCAVATION AND BACKFILL NECESSARY TO COMPLETE THE WORK.
- 15. ALL FIXTURES PER MODELS SPECIFIED UNLESS CONTRACTOR GETS APPROVAL FROM LANDSCAPE ARCHITECT FOR A SUBSTITUTION.
- 16. SYSTEM INSTALLATION, INCLUDING PARTS AND LABOR, SHALL BE GUARANTEED AND REPAIRED AS NECESSARY BY THE CONTRACTOR FOR ONE YEAR.
- 17. CONTRACTOR TO PROVIDE 'AS-BUILT' DRAWINGS IMMEDIATELY AFTER FINAL ACCEPTANCE, ALONG WITH ALL INSTRUCTION MANUALS FOR ALL EQUIPMENT INSTALLED.
- 18. IF POSSIBLE, FIELD MODIFICATIONS WILL BE DIRECTED BY THE LANDSCAPE ARCHITECT, OWNER OR OWNERS REPRESENTATIVE.

CONSTRUCTION NOTES:

- 1. THESE DETAILS / ELEVATIONS DESCRIBE THE DESIGN INTENT ONLY. ALL CONTRACTORS AND ALL TRADES TO PRODUCE SHOP DRAWINGS TO SHOW SIZE, MATERIALS, FOOTINGS, DRAINAGE, CONNECTIONS, STRUCTURAL INTEGRITY, ETC. FOR FINAL APPROVAL BY LANDSCAPE ARCHITECT AND OWNER OR OWNERS REPRESENTATIVE.
- 2. ALL CONTRACTORS AND ALL TRADES ARE RESPONSIBLE FOR OBTAINING THE CORRECT PERMITS AND INSPECTIONS PRIOR TO CONSTRUCTION AS REQUIRED BY LOCAL PLANNING, ZONING, BUILDING CODE AND OTHER TOWN AUTHORITIES.
- 3. CONTRACTOR SHALL PROVIDE SAMPLES OF ALL MATERIALS AND OBTAIN APPROVAL FROM OWNER, OWNERS REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
- 4. ON SITE TOPOGRAPHY MAY REQUIRE ADJUSTMENTS OF FINAL SPOT ELEVATIONS ON SITE FOR PROPOSED VERTICAL CONSTRUCTION ELEMENTS. THE CONTRACTOR SHALL NOTIFY THE OWNER OR OWNERS REPRESENTATIVE PROMPTLY UPON THE DISCOVERY OF ANY SUCH REQUIRED ADJUSTMENTS.
- 5. THE CONTRACTOR SHALL PROVIDE FILL AS IS REQUIRED TO OBTAIN PROPER RELATIONSHIP OF FOOTING TO FINISH GRADE REQUIREMENTS - FEATHER FILL TO ADJACENT EXISTING GRADE TO ASSURE A COORDINATED AND DESIRED EFFECT.
- 6. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO EXISTING CONDITIONS SCHEDULED TO REMAIN DURING CONSTRUCTION.
- 7. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND FOR ANY DAMAGE THAT MAY OCCUR TO EXISTING UTILITIES DURING CONSTRUCTION.
- 8. 'IN-FIELD MODIFICATIONS' MAY BE NECESSARY TO PRODUCE DESIRED EFFECT. MODIFICATIONS TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER OR OWNERS REPRESENTATIVE.
- 9. ALL WELDS TO BE CONTINUOUS.
- 10. FOR ALL WOOD MEMBERS, ALL CUTS SHALL BE EVEN AND JOINTS FLUSH. SAND FOUR SIDES AND FILL IMPERFECTIONS, COUNTERSINKS AND NAIL HOLES TO ASSURE EVEN FINISH.
- 11. CONTRACTOR SHALL VERIFY ALL WOOD MEMBERS FOR APPROPRIATE SIZE, SPACING, ATTACHMENTS AND STRUCTURAL STABILITY PRIOR TO CONSTRUCTION. CONTRACTOR TO REPORT ANY DISCREPANCIES TO OWNER, OWNERS REPRESENTATIVE OR LANDSCAPE ARCHITECT.
- 12. ALL NOTCHES SHALL BE SHOP CUT TO ASSURE TIGHT JOINTS. EACH MEMBER SHALL BE DRIVEN HOME TO ASSURE TIGHT FIT. PILOT HOLES SHALL BE DRILLED FOR EACH CARRIAGE BOLT. PLUG, SEAL AND PRIME.
- 13. PRIME AND PAINT ALL SURFACES AFTER ALL CUTS WITH TWO COATS OF PRIMER PAINT FOR EXTERIOR USE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. (PRIME ALL SIDES PRIOR TO ASSEMBLY). CONTRACTOR TO PROVIDE COLOR SAMPLES PRIOR TO CONSTRUCTION.
- 14. SAND ALL WOOD MEMBERS ON ALL SURFACES AFTER ALL CUTS. APPLY SEALANT AND STAIN IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. (SEAL AND STAIN ALL SIDES PRIOR TO ASSEMBLY). CONTRACTOR TO PROVIDE COLOR SAMPLES PRIOR TO CONSTRUCTION.
- 15. FINISH ALL SIDES AND CAULK ALL JOINTS WITH APPROPRIATE EXTERIOR CAULK PRIOR TO FINISHING.
- 16. ALL CONNECTORS, UNLESS OTHERWISE SPECIFIED, SHALL BE STAINLESS STEEL. BOLTS, THREADED RODS, WASHERS, NUTS AND ALL BUILDING HARDWARE SHALL BE STAINLESS STEEL AND SUITABLE FOR PRESSURE TREATED WOOD. ALL THROUGH BOLTS TO BE SMOOTH SHAFT WITH STAINLESS STEEL NUTS, BOLTS AND WASHERS. ALL NAILS AND FINISH NAILS SHALL BE ANNULAR STAINLESS STEEL.
- 17. ALL DECKING SHALL BE SECURED WITH STAINLESS STEEL SCREWS SIZED FOR DECK APPLICATION. MINIMUM 3" APART.

SOIL AMENDMENT NOTES:

- 1. TOPSOIL SHALL CONSIST OF THE NATURAL LOAM, SANDY LOAM, SILT LOAM, OR CLAY LOAM HUMUS BEARING SOILS, ADAPTED TO THE SUSTENANCE OF PLANT LIFE, WITH THE FOLLOWING TEXTURE:
 - 1.1. ORGANIC MATERIAL - TWO (2) TO TWENTY (20) PERCENT BY MASS
 - 1.2. SAND CONTENT - TWENTY (20) TO SIXTY (60) PERCENT BY MASS.
 - 1.3. CLAY-SILT CONTENT - THIRTY FIVE (35) TO SEVENTY (70) PERCENT BY MASS.
 - 1.4. TOPSOIL PH SHALL BE BETWEEN FIVE (5) AND SEVEN (7).
- 2. TOPSOIL SHALL BE OF UNIFORM QUALITY AND FREE FROM FOREIGN MATERIAL SUCH HARD CLODS, SOD, STIFF CLAY, HARD PAN, STONES LARGER THAN ONE (1) INCH DIAMETER, LIMM CEMENT, ASHES, SLAG, CONCRETE, TAR RESIDUES, TARRED PAPER, BOARDS, CHIPS, STICKS, OR OTHER UNDESIRABLE MATERIALS. IT SHALL ALSO BE REASONABLY FREE FROM WEEDS AND OBJECTIONABLE PLANT MATERIAL.
- 3. AFTER ALL DEMOLITION, CLEARING AND DISPOSAL IS COMPLETED, THE CONTRACTOR SHALL STRIP FROM THE TOP OF THE EXISTING GROUND ALL TOPSOIL IN ALL AREAS TO BE GRADED.
- 4. PRIOR TO STOCKPIILING OF TOPSOIL, TOPSOIL SHALL BE SCREENED WITH A ONE HALF (1/2) INCH SIZE SIEVE. STOCKPILE TOPSOIL IN DESIGNATED OR APPROVED LOCATIONS WITH PROPER DRAINAGE AND WHERE IT WILL NOT INTERFERE WITH THE WORK. AFTER TOPSOIL HAS BEEN STOCKPILED, CONTRACTOR SHALL QUANTIFY THE AMOUNTS AT NO ADDITIONAL COST TO THE OWNER. QUANTITIES SHALL BE GIVEN TO THE ARCHITECT, OWNER AND SITE DESIGN PROFESSIONAL.
- 5. IF AMOUNT OF SCREENED TOPSOIL STOCKPILED FROM STRIPING OPERATIONS IS INSUFFICIENT TO PROVIDE THE NECESSARY AMOUNTS (4" MINIMUM DEPTH), IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN (FROM OFF-SITE SOURCE) THE NECESSARY AMOUNT OF SCREENED TOPSOIL TO COMPLETE THE PROJECT.
- 6. SCREENED TOPSOIL SHALL BE DISTRIBUTED WITH A MINIMUM DEPTH OF FOUR (4) INCHES TO ALL GRADED AREAS (NOT INCLUDING BUILDING, PAVED, SYNTHETIC TURF, PERVIOUS PAVEMENT, ETC.) AND / OR AS DIRECTED BY THE OWNER OR OWNERS REPRESENTATIVE. GROUND SHALL BE SCARIFIED BEFORE PLACING TOPSOIL. AREAS WHERE SCREENED TOPSOIL IS DISTRIBUTED SHALL BE STABILIZED WITH TEMPORARY AND/OR PERMANENT VEGETATION (SEASON DEPENDENT) OR TEMPORARY MULCH WITHIN FOURTEEN (14) CALENDAR DAYS OF DISTRIBUTION.

PLANTING NOTES:

- 1. CONTRACTOR IS RESPONSIBLE FOR INSPECTION OF EXISTING CONDITIONS, INCLUDING UTILITIES, AND PROMPTLY REPORTING ANY DISCREPANCIES OR CONFLICTS WITH PLANTING AREAS. REPORT INFORMATION TO OWNER, OWNERS REPRESENTATIVE AND LANDSCAPE ARCHITECT.
- 2. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE AND MAKE REPAIRS THAT MAY OCCUR TO EXISTING UTILITIES IN ACCORDANCE WITH NATIONAL, STATE AND LOCAL CODES.
- 3. LANDSCAPE PLANTING AND / OR MULCHED AREAS TO BE FINE GRADED, HAND RAKED SMOOTH AND FREE OF DEBRIS.
- 4. CONTRACTOR TO PERFORM SOIL TESTS AS NECESSARY TO ASSURE PLANT HEALTH AND GROWTH.
- 5. MULCH ALL PLANTING BEDS TO A MIN. 3" DEPTH WITH MULCH SPECIFIED IN PLANT SCHEDULE.
- 6. CONTRACTOR VERIFIES THAT ALL PLANT MATERIAL IS DETERMINED AVAILABLE AS SPECIFIED WHEN BID / PROPOSAL IS SUBMITTED.
- 7. PLANT SCHEDULE WAS PREPARED FOR ESTIMATING PURPOSES ONLY. CONTRACTOR SHALL MAKE OWN QUANTITY TAKEOFFS USING DRAWINGS TO DETERMINE QUANTITIES TO HIS SATISFACTION, REPORTING PROMPTLY ANY DISCREPANCIES WHICH MAY AFFECT BIDDING.
- 8. GALLON SIZES ARE FOR PRICING PURPOSES ONLY. PLANT MUST MEET HEIGHTS AND WIDTHS SPECIFIED IN PLANT SCHEDULE.
- 9. ROOT TYPE MAY BE FREELY SUBSTITUTED IN CASE OF BALLED AND BURLAPPED OR CONTAINER GROWN, OTHER SPECIFICATIONS REMAINING UNCHANGED, EXCEPT IN THE CASE OF CONTAINER GROWN SPECIMEN TREES AS INDICATED IN THE TREE PLANTING SCHEDULE.
- 10. ANY SIGNIFICANT ROOTS ENCOUNTERED 2" DIA. AND LARGER SHALL BE DUG OUT BY HAND AND CLEANLY CUT BACK IN THE FOOTING / FOUNDATION AREA TO PROMOTE ROOT RE-GROWTH AND HELP PREVENT ROOT DIEBACK.
- 11. ALL PLANT MATERIAL (EXCEPT SEASONAL COLOR) SHALL BE GUARANTEED AND REPLACED AS NECESSARY BY THE CONTRACTOR FOR ONE YEAR.
- 12. ALL SEASONAL COLOR SHALL BE GUARANTEED AND REPLACED AS NECESSARY BY THE CONTRACTOR FOR THREE MONTH TIME FRAMES.

TURF AND GRASSING NOTES:

- 1. GRASS SEED: PROVIDE FRESH, CLEAN, NEW-CROP SEED COMPLYING WITH TOLERANCE FOR PURITY AND GERMINATION ESTABLISHED BY OFFICIAL SEED ANALYSIS OF NORTH AMERICA. PROVIDE SEED MIXTURE COMPOSED OF GRASS SPECIES, PROPORTIONS AND MINIMUM PERCENTAGES OF PURITY, GERMINATION, AND MAXIMUM PERCENTAGE OF WEED SEED, AS SPECIFIED SEED MANUFACTURER.
- 2. SOD SHALL BE STRONGLY ROOTED AND FREE OF PERNICIOUS WEEDS. ALL NETTING SHALL BE REMOVED FROM SOD BEFORE IT IS LAID.
- 3. ALL AREAS IN WHICH EARTHWORK SHALL BE SUSPENDED FOR MORE THAN TWO (2) WEEKS SHALL BE GRASSED WITH TEMPORARY GRASS.
- 4. AFTER TOPSOIL HAS BEEN INSTALLED, AND BEFORE ANY SOD IS LAID, CORRECT ALL SOFT SPOTS AND IRREGULARITIES IN GRADE. THE SOD SHALL BE LAID BY BUTTING THE ENDS AND SIDES UP EVENLY AND STAGGERING THE ROLLS OF SOD. CONTRACTOR SHALL NOT OVERLAP SOD. AS SOON AS THE SOD IS LAID OR AS IT IS BEING LAID ROLL OVER WITH A LIGHT ROLLER, MAKING CERTAIN THAT ALL OF THE SOD IS IN CONTACT WITH THE SOIL. THE COMPLETED SODDED AREAS SHALL BE TRUE TO FINISH GRADE, EVEN AND FIRM AT ALL POINTS.
- 5. SEED SHALL BE AT A RATE OF 10 POUNDS PER ACRE.
- 6. THIRTY DAYS AFTER LAST SEEDING/SODDING OPERATION, APPLY 1 POUND OF TYPE A NITROGEN FERTILIZER PER ACRE OF LAWN AREAS AND IMMEDIATELY WATER.
- 7. UPON COMPLETION OF PLANTINGS ALL EXCESS SOIL STONES AND DEBRIS WHICH HAS NOT PREVIOUSLY BEEN CLEANED UP SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AS DIRECTED BY THE OWNERS REPRESENTATIVE.
- 8. ALL LAWN AREAS THAT DO NOT SHOW SATISFACTORY GROWTH WITHIN (18) DAYS AFTER PLANTING SHALL BE RE-PLANTED AND RE-FERTILIZED AS SPECIFIED UNTIL A SATISFACTORY LAWN IS ESTABLISHED. THE LAWN SHALL BE CONSIDERED ESTABLISHED WHEN ITS REASONABLY FREE FROM WEED, GREEN IN APPEARANCE AND THE SPECIFIED GRASS IS VIGOROUS AND GROWING WELL ON EACH SQ. FT. OF LAWN AREA.
- 9. LAWN SHALL BE PROTECTED AND MAINTAINED BY WATERING, MOWING, AND REPLANTING, OVERSEEING, AS NECESSARY FOR AS LONG AS IS NECESSARY TO ESTABLISH A UNIFORM STAND. SCATTERED BARE SPOTS, NONE OF WHICH IS LARGER THAN ONE SQ. FT., WILL BE ALLOWED UP TO MAXIMUM OF THREE PERCENT OF ANY LAWN AREA. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR ANY EROSIONAL DAMAGE TO THE LAWN AREA. FULL COVERAGE IS REQUIRED IN SIXTY DAYS.
- 10. MAINTENANCE OF GRASSED AREAS SHALL CONSIST OF MOWING, WATERING AND FERTILIZING. ALL GRASSED AREAS SHALL BE MAINTAINED AT A HEIGHT NOT TO EXCEED 6" ABOVE FINISHED GRADE.
- 11. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ALL GRASSED AREAS UNTIL ACCEPTANCE BY OWNER AT END OF PROJECT. LAWN MAINTENANCE SHALL OCCUR AT A MINIMUM OF ONCE PER SEVEN CALENDAR DAYS.
- 12. FINAL SEEDING AND SOD AREAS / SQUARE FOOTAGES TO BE PAINTED IN FIELD AND APPROVED AND ADJUSTED IN FIELD BY OWNERS REPRESENTATIVE PRIOR TO INSTALLATION.
- 13. SEEDING SHALL TAKE PLACE IMMEDIATELY AFTER FINE GRADING, MAINTAIN SEEDED LAWN UNTIL COMPLETION AND ACCEPTANCE OF ENTIRE PROJECT.
- 14. SEEDING BED SHALL HAVE TOPSOIL LOOSEN TO A DEPTH OF 4"; REMOVE STONE OVER 1" IN ANY DIMENSION, ROOTS, RUBBISH, AND EXTRANEOUS MATTER.

IRRIGATION NOTES:

- 1. CONTRACTOR TO SUPPLY AUTOMATIC IRRIGATION SYSTEM, COMPLETE AND INSTALLED. SYSTEM TO INCLUDE ALL VALVES, PIPES, HEADS, FITTINGS, BACK FLOW CONTROLLER, AND IRRIGATION METER AND TO PROVIDE 100% COVERAGE FOR ALL NEW PLANTINGS. DRIP IRRIGATION TO BE USED FOR ALL PLANTINGS, EXCEPT LAWNS.
- 2. NO IRRIGATION COMPONENTS SHALL BE CLOSER THAN 12" TO ANY EDGE OF PAVEMENT OR CURB AND GUTTER. IRRIGATION SHALL NOT SPRAY BEYOND LANDSCAPED AREAS, OR INTO ANY UNDISTURBED BUFFERS. NO OVER SPRAY SHALL BE PERMITTED ONTO ADJACENT PROPERTIES OR PEDESTRIAN SIDEWALK AREAS.
- 3. LANDSCAPE CONTRACTOR TO FIELD VERIFY ALL COMPONENT LOCATIONS TO ENSURE APPROPRIATE COVERAGE.
- 4. LANDSCAPE CONTRACTOR SHALL LOCATE WATER SOURCE AND PROVIDE POWER TO CONTROLLER.
- 5. CONTROLLER LOCATION TO BE SPECIFIED BY OWNERS REPRESENTATIVE IN FIELD PRIOR TO CONSTRUCTION.
- 6. ALL DRIP TUBING SHALL BE COVERED WITH MIN. 3" OF MULCH.
- 7. ALL DRIP AND SPRAY ZONES SHALL BE SEPARATE.
- 8. CONTRACTOR SHALL SUBMIT FINAL IRRIGATION PLANS TO OWNERS REPRESENTATIVE AND ALL REVIEWING BODIES / AGENCIES FOR FINAL APPROVAL PRIOR TO INSTALLATION.

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FINAL DEVELOPMENT PLANS
FOR
STONY CREEK NORTH
BEAUFORT COUNTY, SOUTH CAROLINA

DATE: SEPT. 08, 2023
PROJECT NO.: 21125.01
DRAWN BY: MC/AS
CHECKED BY: DK

FINAL SUBMITTAL
PLAN, NOT FOR
CONSTRUCTION

REVISIONS:

DRAWING TITLE
PROJECT NOTES

DRAWING NUMBER

L20



FINAL DEVELOPMENT PLANS
 FOR
STONY CREEK NORTH
 BEAUFORT COUNTY, SOUTH CAROLINA

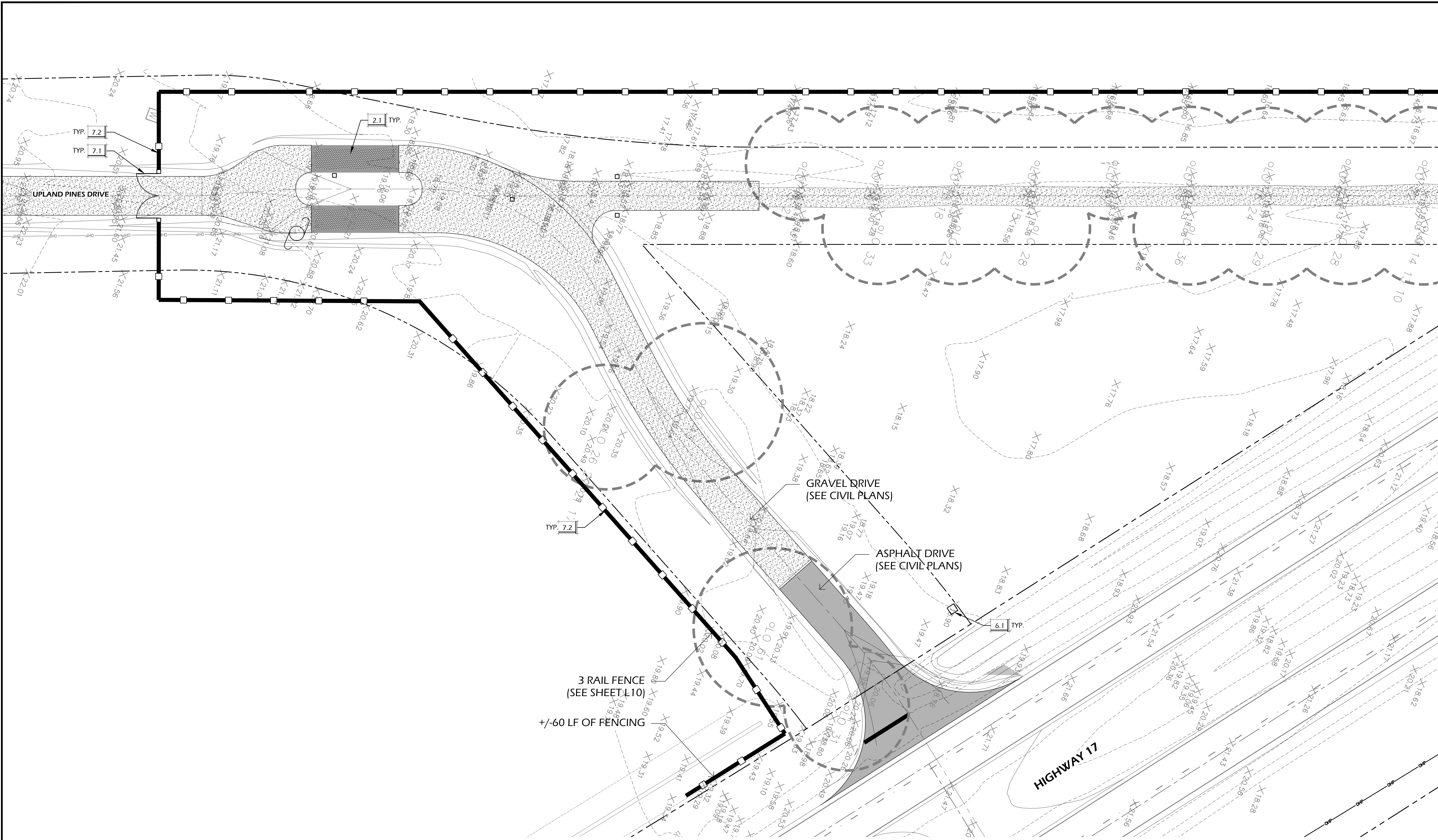
DATE: SEPT. 08, 2023
 PROJECT NO.: 21125.01
 DRAWN BY: MC/AS
 CHECKED BY: DK

FINAL SUBMITTAL PLAN, NOT FOR CONSTRUCTION

REVISIONS:

DRAWING TITLE
ENTRY SITE PLAN

DRAWING NUMBER
L100

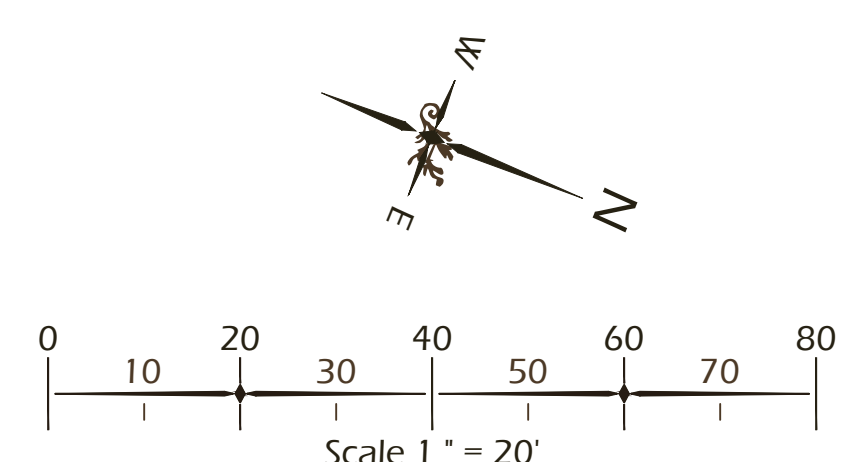


PAVING SCHEDULE

CALL-OUT	SYMB.	DESCRIPTION	DETAIL
2.1	[Hatched Box]	BRICK APRON	1/L103

SITE DETAILS LEGEND

CALL-OUT	DESCRIPTION	DETAIL
6.1	ENTRY SIGN	2/L103
7.1	ENTRY GATE	3/L103
7.2	FENCE	4/L103



FINAL DEVELOPMENT PLANS
 FOR
STONY CREEK NORTH
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DATE: SEPT. 08, 2023
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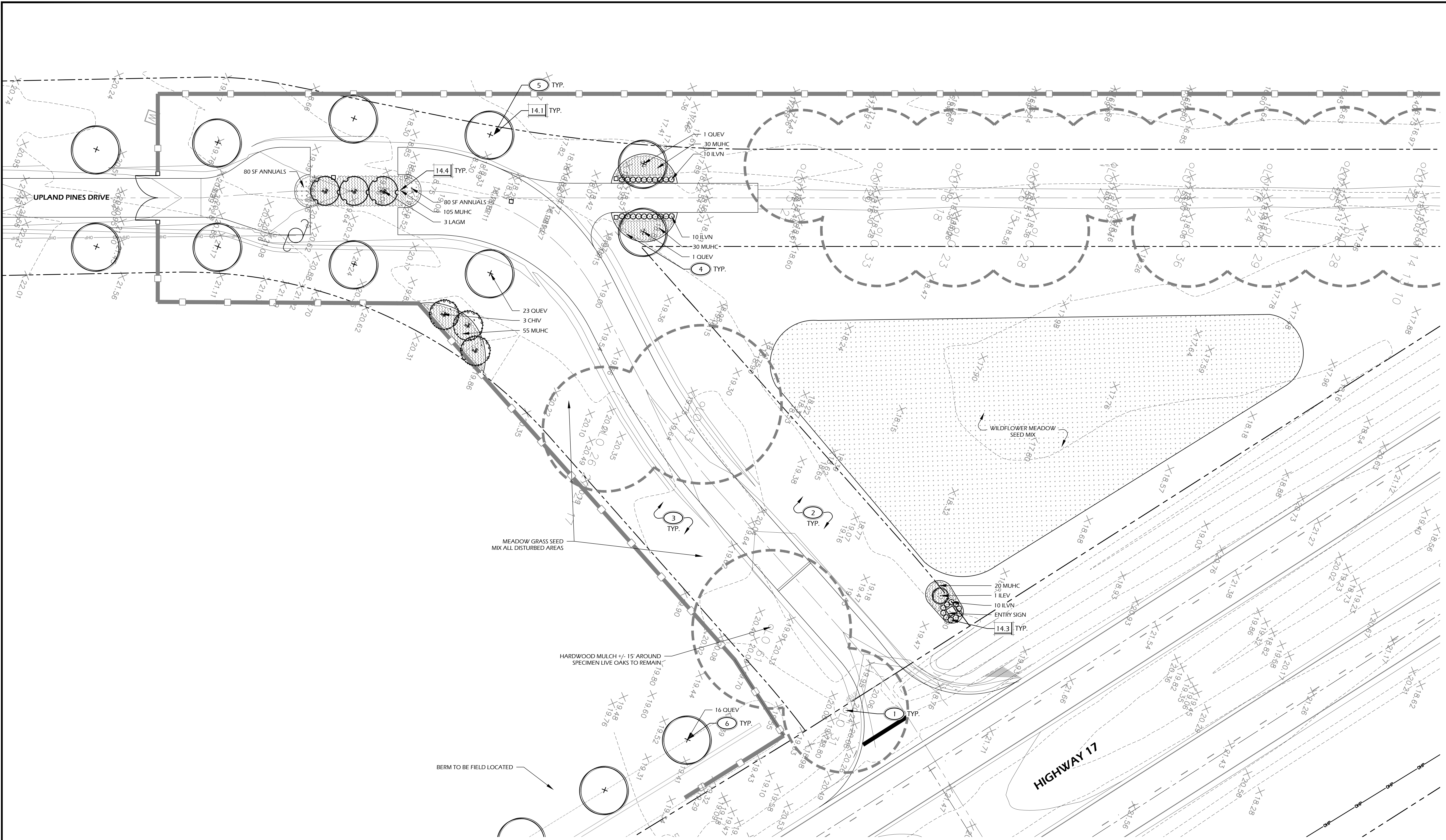
FINAL SUBMITTAL
 PLAN, NOT FOR
 CONSTRUCTION

REVISIONS:

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**ENTRY
 PLANTING PLAN**

DRAWING NUMBER

L101

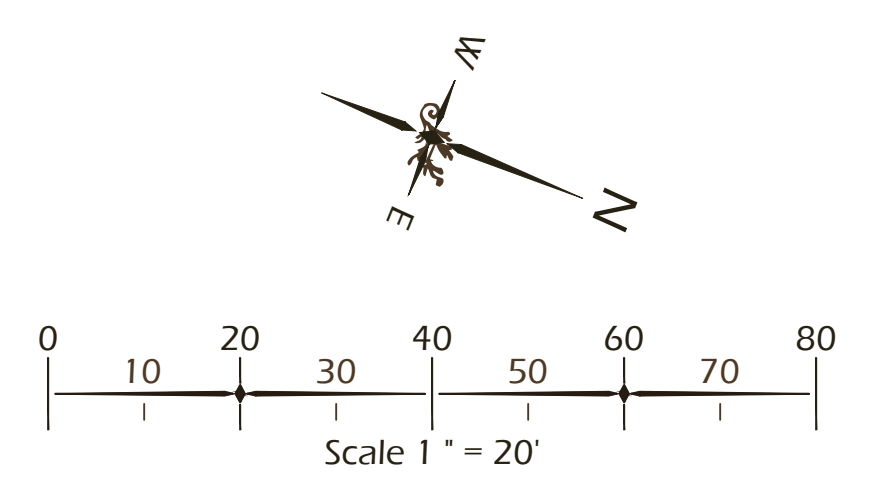


PLANTING DETAILS		
CALL-OUT	DESCRIPTION	DETAIL
14.1	TREE PLANTING	1/L102
14.2	PALM TREE PLANTING	2/L102
14.3	SHRUB PLANTING	3/L102
14.4	GROUND COVER PLANTING	4/L102
14.5	TREE STAKING	5/L102

- PLANTING REFERENCE NOTES:**
- EXISTING TREES TO REMAIN.
 - CONTRACTOR SHALL REPAIR OR REPLACE ANY AND ALL GRASS DAMAGED DURING CONSTRUCTION.
 - REVEGETATE DISTURBED AREAS, DUE TO CONSTRUCTION, WITH NATIVE LANDSCAPE PLANTINGS (SOD, SEED MIXES).
 - MULCH DISTURBED AREAS DUE TO CONSTRUCTION.
 - MULCH RING, TYP.
 - COORDINATE SHRUB LAYOUT WITH EXISTING UTILITIES. REPORT ANY CONFLICTS TO LANDSCAPE ARCHITECT.
 - COORDINATE IRRIGATION CONTROLLER LOCATION WITH CIVIL ENGINEER (CONSULTANT).

PLANT KEY LEGEND

Abbrev	Botanical Name	Common Name
TREES		
QUEV	<i>Quercus virginiana</i>	Live Oak
UNDERSTORY TREES		
CHIV	<i>Chionanthus virginicus</i>	Fringe Tree
ILEV	<i>Ilex vomitoria</i> 'Shadows Female'	Shadows Female Yaupon Holly
LAGM	<i>Lagerstroemia indica</i> x 'faurie'	Muskogee Grape Myrtle
SHRUBS		
ILVN	<i>Ilex vomitoria</i> 'Nana'	Dwarf Yaupon Holly
ORNAMENTAL GRASSES & FERNS		
MUHC	<i>Muhlenbergia capillaris</i>	Pink Muhly Grass



FINAL DEVELOPMENT PLANS
 FOR
STONY CREEK NORTH
 BEAUFORT COUNTY, SOUTH CAROLINA

DATE: SEPT. 08, 2023
 PROJECT NO.: 21125.01
 DRAWN BY: MC/AS
 CHECKED BY: DK

FINAL SUBMITTAL PLAN, NOT FOR CONSTRUCTION

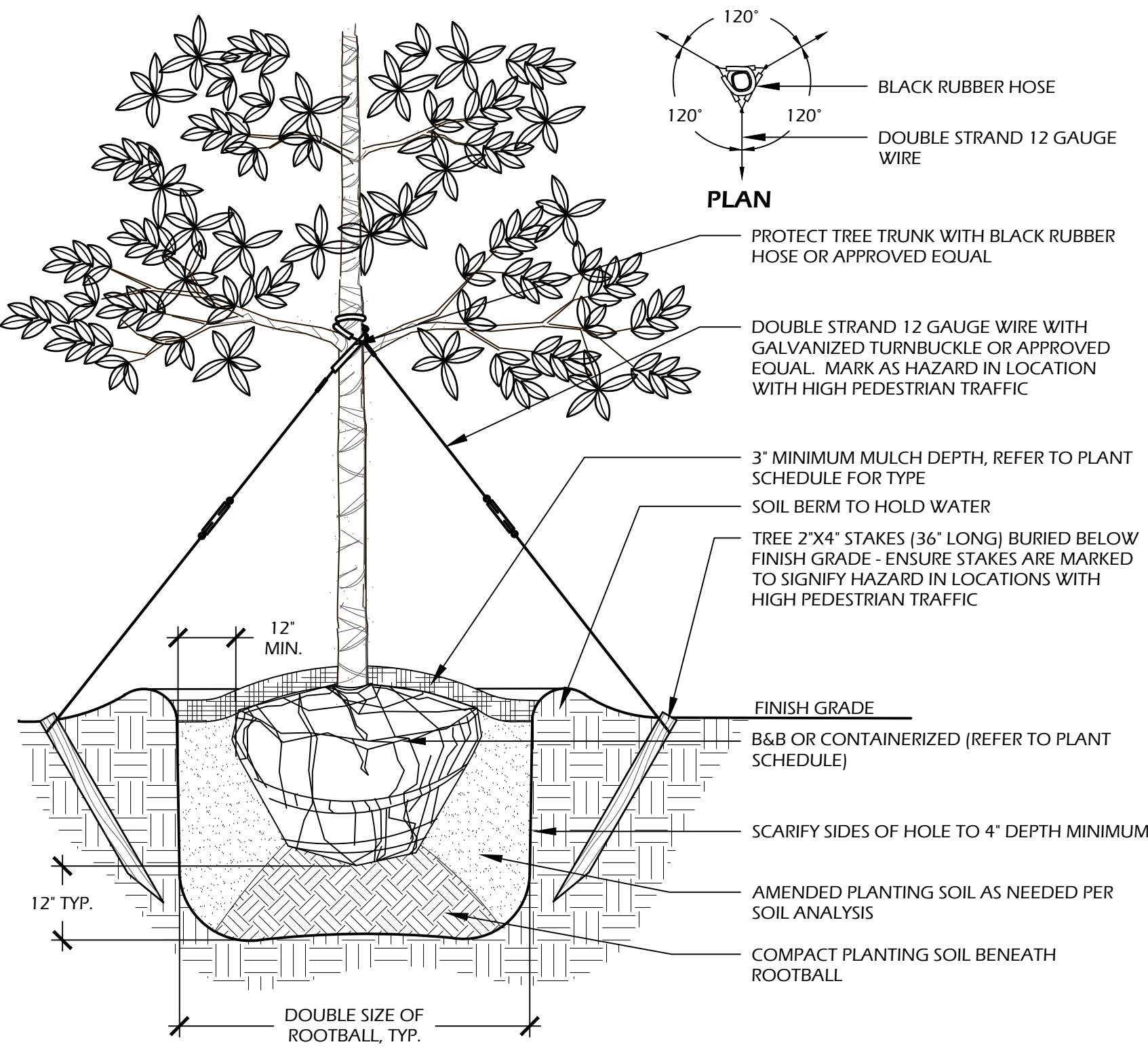
REVISIONS:

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ENTRY PLANT SCHEDULE AND DETAILS

DRAWING NUMBER
L102

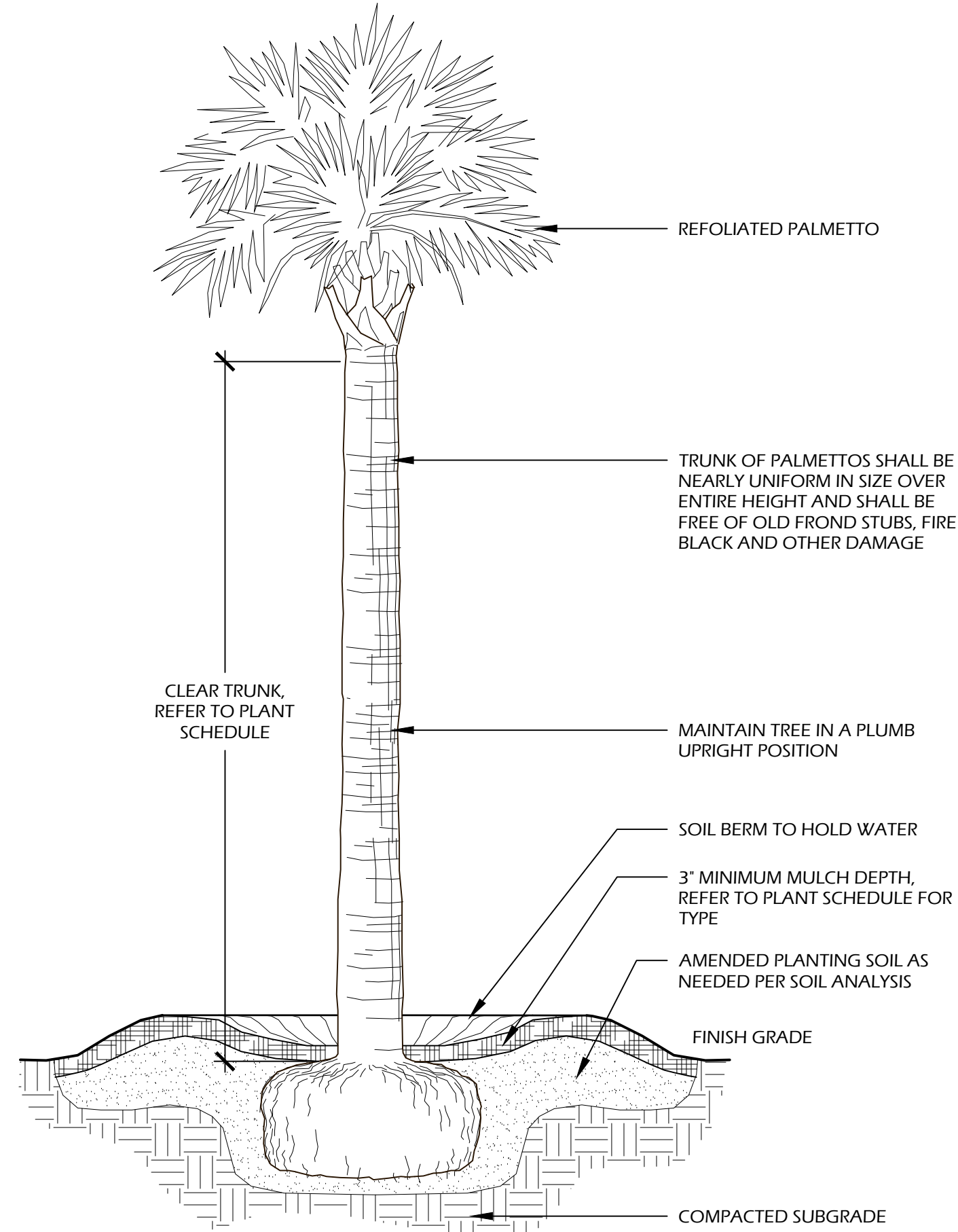
PLANT SCHEDULE:

Quantity	Abbrev	Botanical Name	Common Name	Height	Spread	Container	Cal./Spacing	Notes
TREES								
43	QUEV	<i>Quercus virginiana</i>	Live Oak	14'-16'	6'-8'	Cont.	4"	Full
UNDERSTORY TREES								
3	CHV	<i>Chionanthus virginicus</i>	Fringe Tree	10'-12'	5'-6'	B&B	-	Full
1	ILEV	<i>Ilex vomitoria 'Shadows Female'</i>	Shadows Female Yaupon Holly	8'-10'	5'-6'	B&B	-	Tree form, Multistem, Full
3	LAGM	<i>Lagerstroemia indica x fauriei 'Muskogee'</i>	Muskogee Cape Myrtle	10'-12'	5'-6'	45 gal.	-	Full
SHRUBS								
30	ILVN	<i>Ilex vomitoria 'Nana'</i>	Dwarf Yaupon Holly	18"-24"	18"-24"	7 gal.	-	Full
ORNAMENTAL GRASSES & FERNS								
240	MUHC	<i>Muhlenbergia capillaris</i>	Pink Muhly Grass	14"-16"	10"-16"	1 gal.	30" O.C.	Full



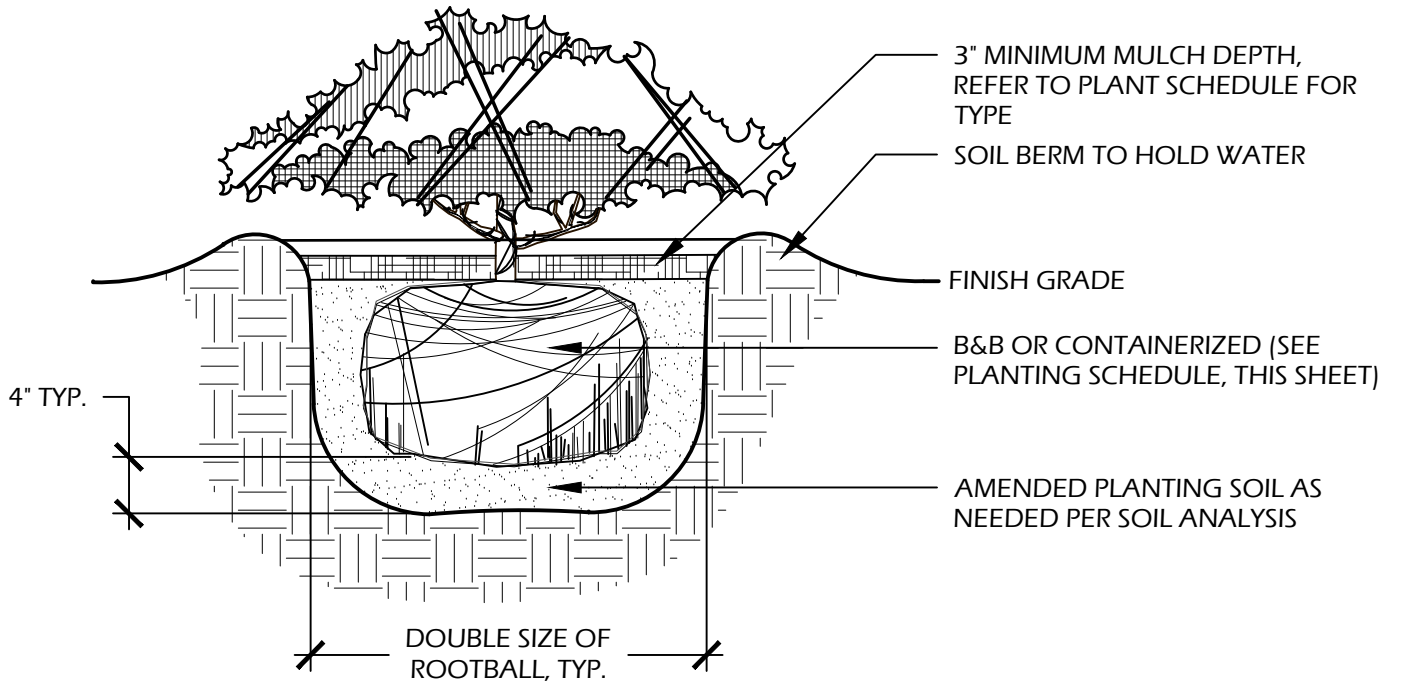
- NOTES:**
- TREE STAKING OPTIONAL HOWEVER, LANDSCAPE CONTRACTOR RESPONSIBLE FOR MAINTAINING TREES IN AN UPRIGHT (90 DEGREE/ PERPENDICULAR) POSITION FOR 1 YEAR AFTER PLANTING IS COMPLETE OR UNTIL TREE ROOT SYSTEM IS FULLY ESTABLISHED AND STURDY. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER'S REPRESENTATIVE.
 - CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
 - IN SEMI-IMPERVIOUS SOIL CONDITIONS, ROOTBALL ELEVATION SHALL BE 2" ABOVE FINISH GRADE. COORDINATE WITH OWNER'S REPRESENTATIVE PRIOR TO SETTING ROOTBALL ELEVATIONS.

1 // L102 TREE PLANTING
 SCALE: N.T.S.



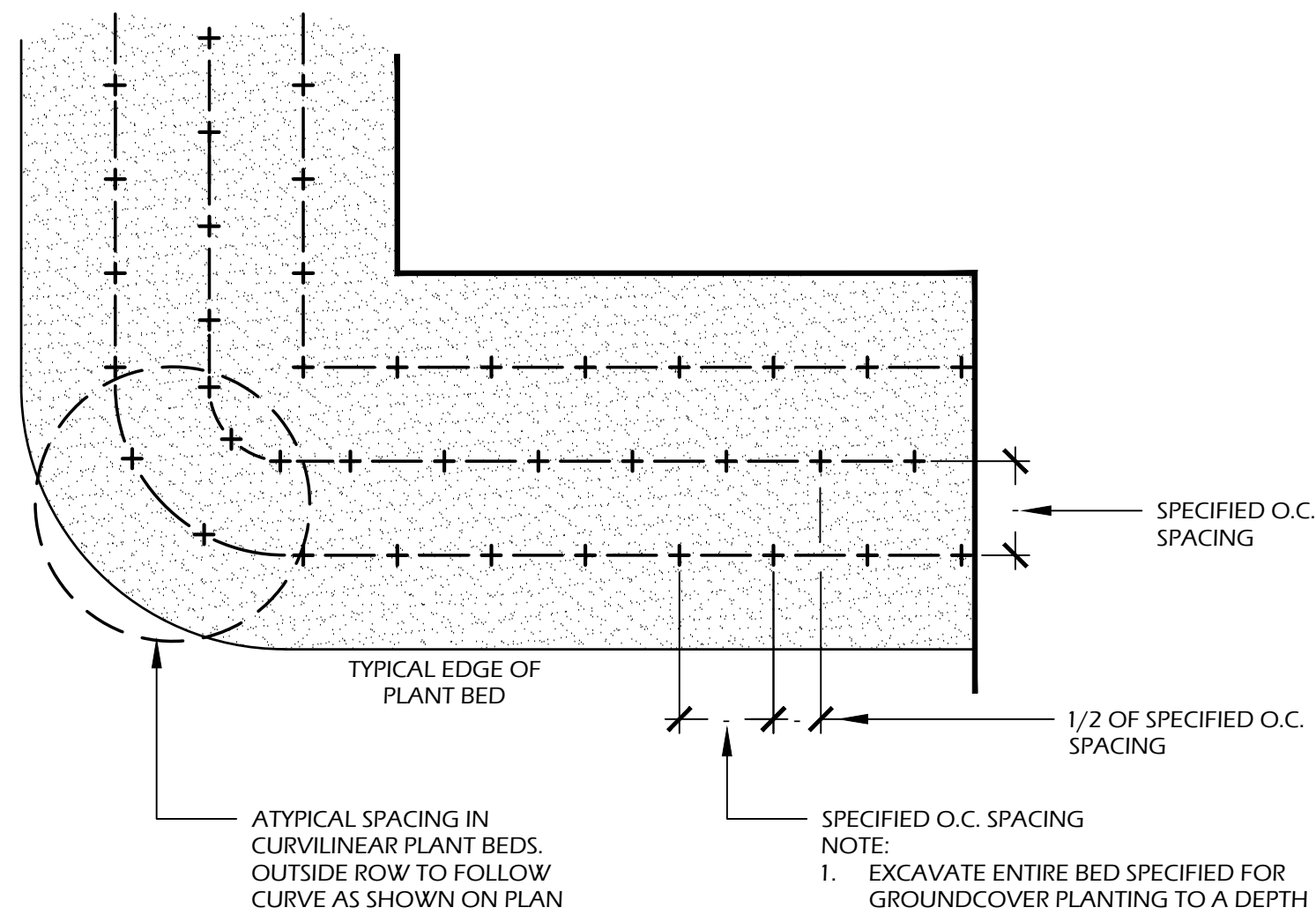
- NOTES:**
- FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE.
 - CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
 - SABAL PALMETTOS SHALL BE REFOLIATED. PROTECT CABBAGE HEAD FROM DAMAGE.

2 // L102 PALM TREE PLANTING
 SCALE: N.T.S.

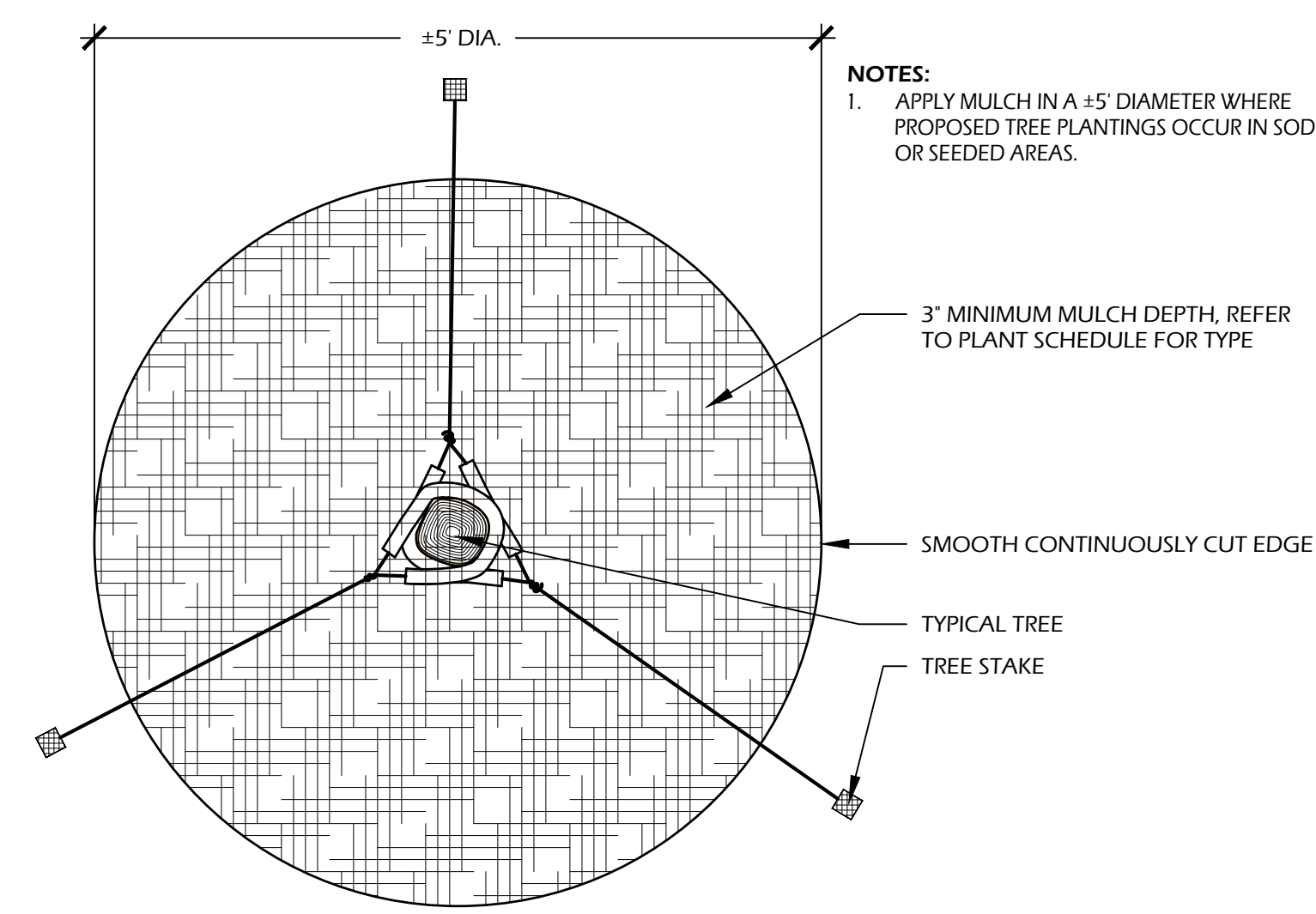


- NOTES:**
- WHEN GROUNDCOVERS AND SHRUBS ARE USED IN MASSES, ENTIRE BED TO BE EXCAVATED TO RECEIVE PLANTING SOIL AND PLANT MATERIAL.
 - CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
 - IN SEMI-IMPERVIOUS SOIL CONDITIONS, ROOTBALL ELEVATION SHALL BE 12" ABOVE FINISH GRADE. COORDINATE WITH OWNER'S REPRESENTATIVE PRIOR TO SETTING ROOTBALL ELEVATIONS.

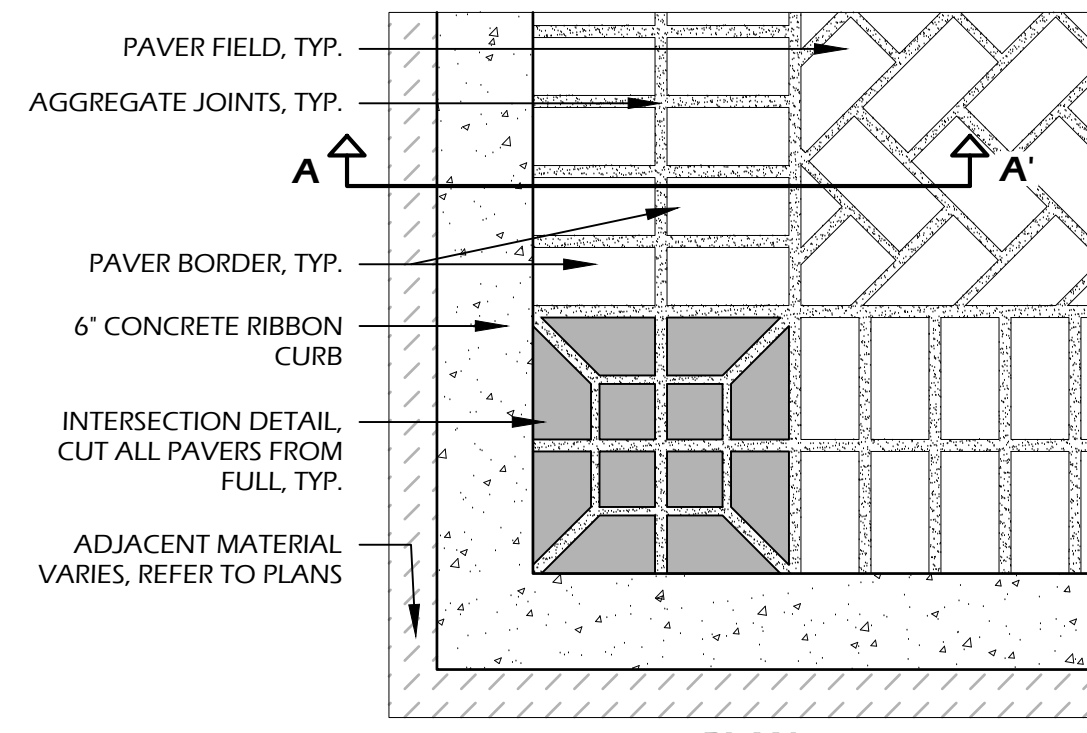
3 // L102 SHRUB PLANTING
 SCALE: N.T.S.



4 // L102 GROUND COVER PLANTING
 SCALE: N.T.S.



5 // L102 TREE STAKING
 SCALE: N.T.S.



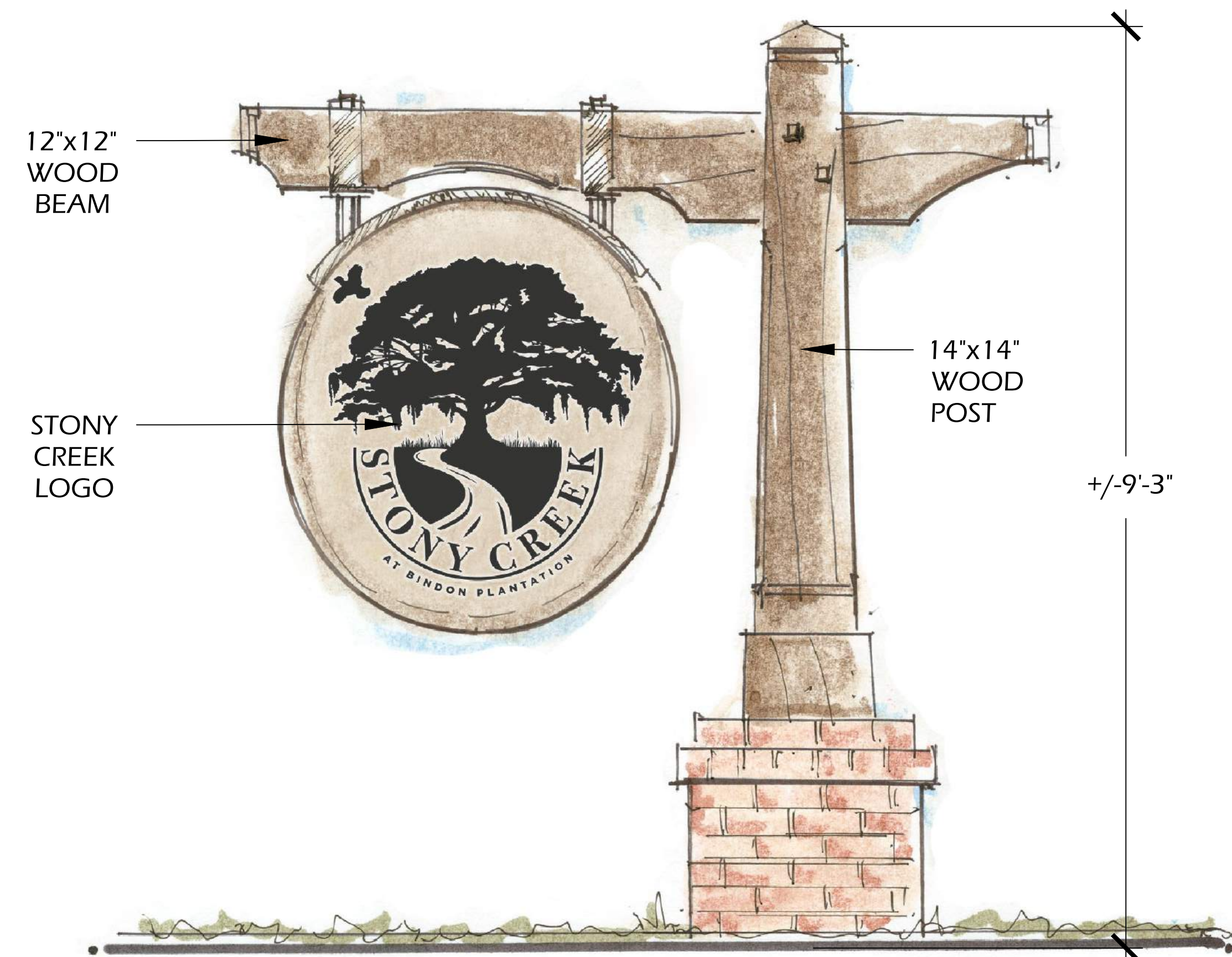
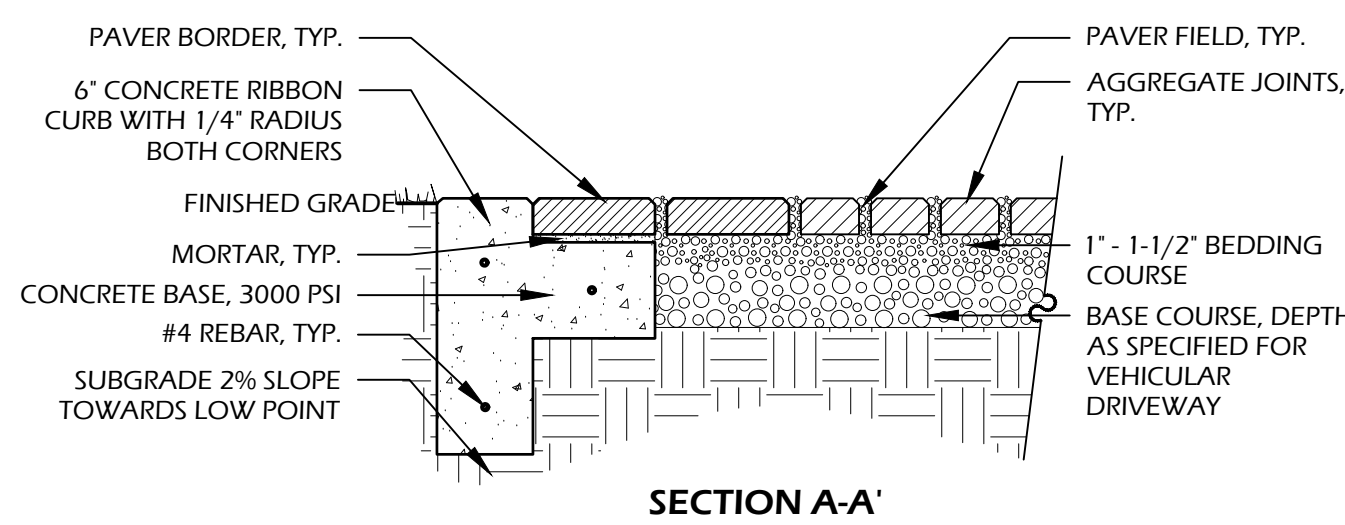
- NOTES:**
1. CONTRACTOR SHALL OBTAIN MANUFACTURERS SPECIFICATIONS TO ENSURE PROPER LOADS, COURSE DEPTHS AND INSTALLATION.
 2. PROVIDE 1% MIN., 2% MAX. CROSS SLOPE ON ALL PAVED SURFACES FOR POSITIVE DRAINAGE.
 3. REFER TO PLAN (SHEET L100) FOR WIDTHS OF DRIVE AND LOCATION OF PAVEMENT BORDERS.
 4. CONTRACTOR SHALL COORDINATE BORDERS AND PATTERN WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
 5. UPON REQUEST, CONTRACTOR SHALL PROVIDE 4'x4' PAVING PANELS OF ALTERNATIVE COLORS PRIOR TO CONSTRUCTION FOR APPROVAL BY OWNER OR LANDSCAPE ARCHITECT AND PALMETTO BLUFF D.R.B.

PAVER MANUFACTURER INFORMATION:
 FINE HALL BRICK COMPANY
 2701 SHOREFAIR DR.
 WINSTON-SALEM, NC. 27105
 PHONE: (800) 334-8689
 WEB: WWW.FINEHALLBRICK.COM

BRICK: STORM PAVE PERMEABLE PAVER
 (2-1/4" OR 2-3/4" THICK AS PER SPECIFICATIONS FOR VEHICULAR DRIVEWAY)
COLOR: COCOA
PATTERN: HERRINGBONE FIELD (REFER TO PLAN, SHEET L100, FOR DIRECTION) WITH SINGLE HEADER COURSE BORDER

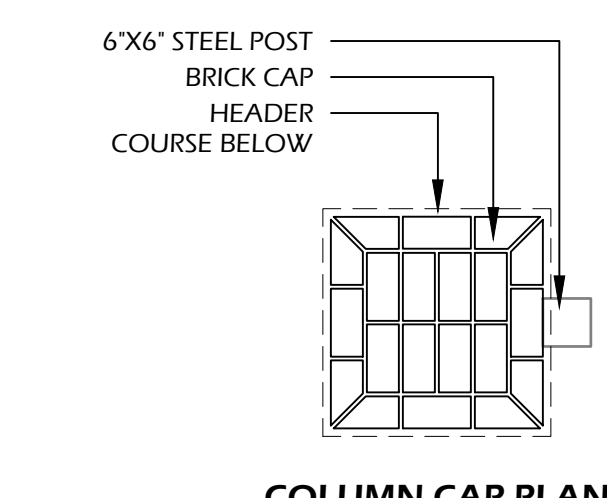
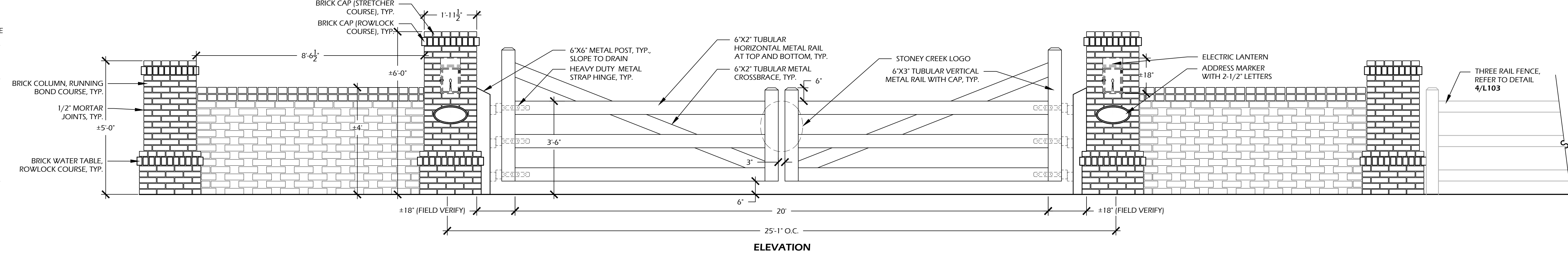
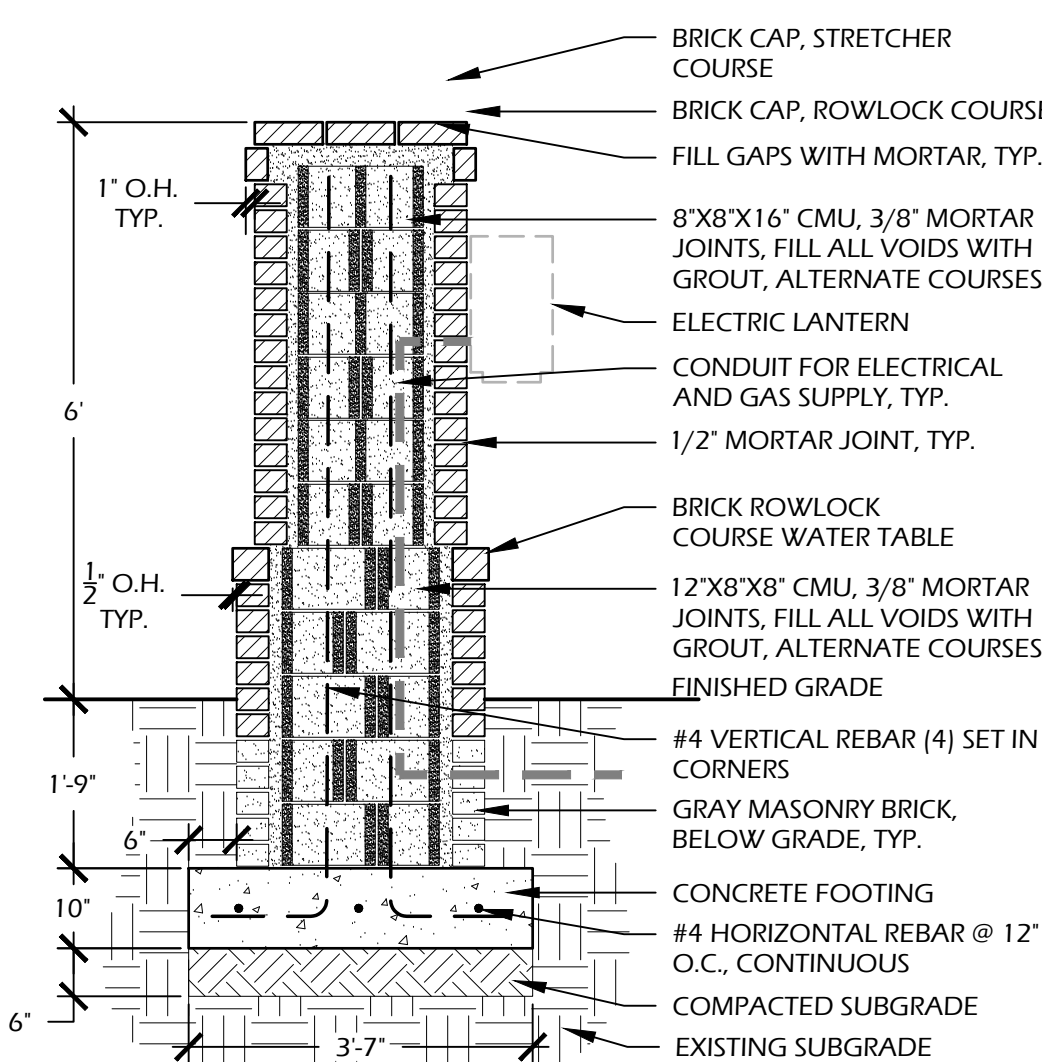
JOINTS: WASHED FRACTURED OPEN-GRADED STONE #89 AGGREGATE
BEDDING COURSE: 1/4" - 3/8" WASHED FRACTURED OPEN-GRADED STONE #89 AGGREGATE
BASE COURSE: 3/4" WASHED FRACTURED OPEN-GRADED STONE (NO FINES) #57 AGGREGATE

GEOTEXTILE INFORMATION:
GEOTEXTILE FABRIC: TYPAR 3401 OR APPROVED EQUAL



2 // L103 ENTRY SIGN
 SCALE: 1/2" = 1'-0"

1 // L103 BRICK APRON
 SCALE: 1" = 1'-0"

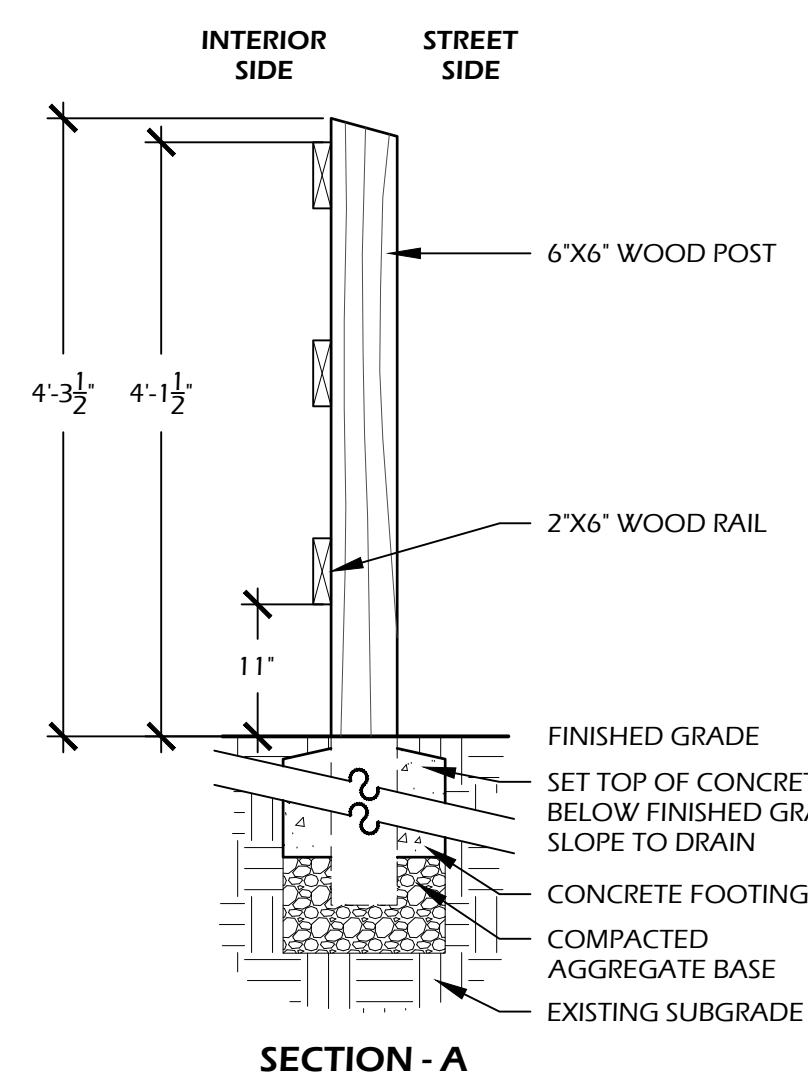
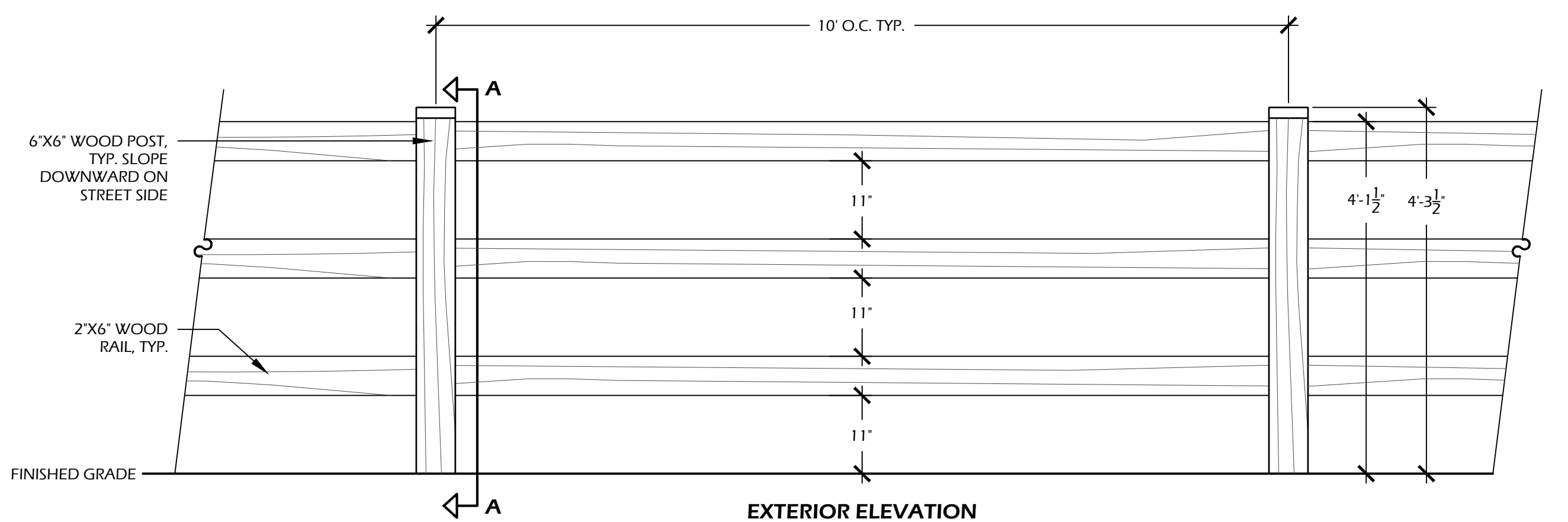
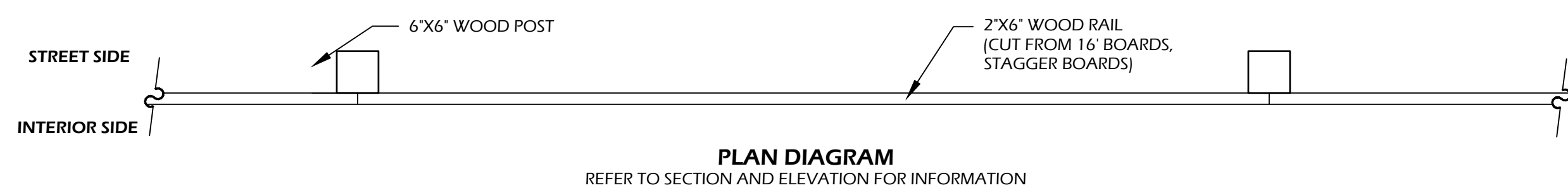


BRICK MANUFACTURER INFORMATION:
MANUFACTURER: OLD CAROLINA BRICK
BRICK: OVERSIZE 600
COLOR: SAVANNAH GREY
MORTAR JOINT: 1/2", COLOR TO MATCH ARCHITECTURE
OTHER INFORMATION:
CONCRETE: 3,000 P.S.I. AT 28 DAYS
SOIL COMPACTION: 95% STANDARD PROCTOR

GATE SPECIFICATION:
POSTS: COMMERCIAL GRADE STEEL, POWDER COATED PAINT TO MATCH
GATE: COMMERCIAL GRADE ALUMINUM TUBING, CUSTOM BUILT
COLOR: CHARLESTON GREEN. FINAL COLOR TO BE APPROVED BY LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE.
HARDWARE: METAL, HEAVY DUTY, BLACK IN COLOR
OPENING MECHANISM: BY GATE MANUFACTURER
 OWNER TO APPROVE ALL HARDWARE AND OPENING MECHANISMS PRIOR TO INSTALLATION

- GENERAL NOTES:**
1. PRIOR TO FABRICATION VERIFY ROAD/DRIVE GRADES AND CLEARANCE FOR GATE OPENING. VERIFY SITE CONDITIONS INCLUDING, BUT NOT LIMITED TO GATE OPENING WIDTHS.
 2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE SHOP DRAWINGS AND STRUCTURAL DRAWINGS TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO FABRICATION. CONTRACTOR TO PROVIDE SAMPLE OF ALL METAL ATTACHMENTS, HINGES, ETC. TO BE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO ORDERING AND INSTALLATION.
 3. ALL ALUMINUM FRAMING MEMBERS TO BE WELDED TOGETHER. TYP. CONTRACTOR TO CONFIRM GATE OPENING AND HINGE ATTACHMENTS TO STEEL POST PRIOR TO CONSTRUCTION.
 4. GATES SHALL BE EQUIPPED WITH AUTOMATED OPENING HARDWARE. ALL KEYPADS, WEIGHT SENSORS, TIMERS, ETC. ASSOCIATED WITH GATE OPERATION SHALL BE INCLUDED IN ALL SHOP DRAWINGS.
 5. GATE SYSTEM TO COMPLY WITH LOCAL, STATE, AND FEDERAL CODES (INCLUDES COMPLIANCE WITH UL325 AND ASTM F2200).
 6. CONTRACTOR TO COORDINATE WITH OWNER OR OWNER'S REPRESENTATIVE FOR FINAL GATE AND CONTROLLED ENTRANCE SYSTEM PREFERENCES.
 7. CONTRACTOR TO PROVIDE ALL CONDUIT/JUNCTION BOXES REQUIRED FROM ACCESS CONTROL SYSTEM TO GATES, POWER SOURCE, READERS, ETC.
 8. COORDINATE SWING GATE OPERATORS WITH FINAL GATE WEIGHT AND DESIGN.
 9. ALL WELDS SHALL BE CONTINUOUS AND GROUND SMOOTH PRIOR TO POWDER COATING. FIELD WELDS WILL NOT BE APPROVED.
 10. CMU'S SHALL HAVE 3/8" MORTAR JOINTS, ALTERNATING COURSES AND FILLED SOLID WITH CONCRETE.
 11. AUTOMATIC GATE ACCESS TO INCLUDE 'CLICK-TO-ENTER' EMERGENCY ACCESS.

3 // L103 ENTRY GATE
 SCALE: 1/2" = 1'-0"

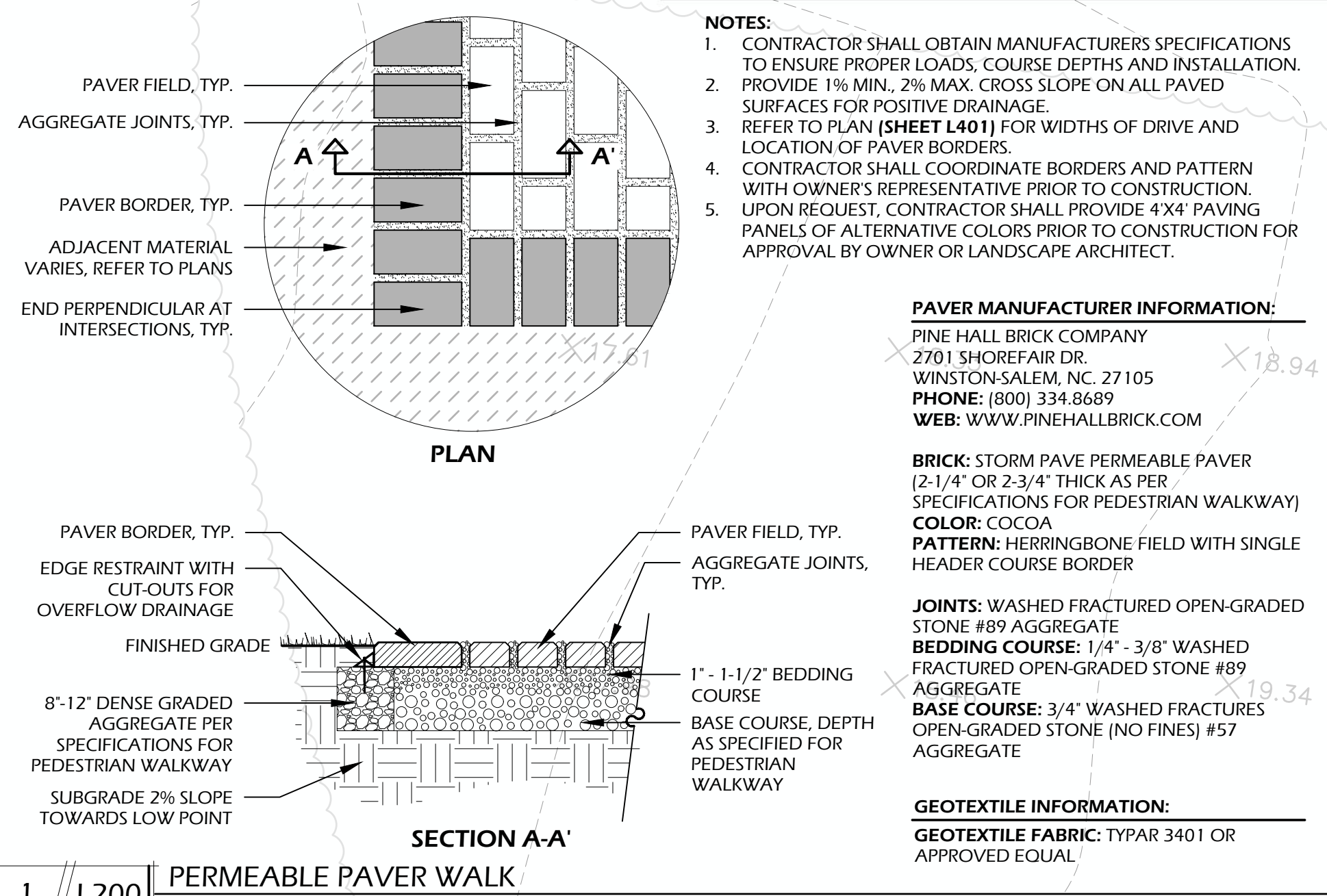


MATERIAL SPECIFICATION:
WOOD: NO. 1 PRESSURE TREATED SOUTHERN YELLOW PINE
WOOD COLOR: STAIN CHARLESTON GREEN
CONCRETE: 3,000 P.S.I. AT 28 DAYS

- NOTES:**
1. REFER TO PLANS FOR GATE / CORNER LOCATIONS.
 2. SLOPE ALL WOOD POSTS DOWNWARD ON EXTERIOR SIDE ±25° TO DRAIN.
 3. CONTRACTOR SHALL PROVIDE COLOR SAMPLES TO BE APPROVED BY OWNER AND PALMETTO BLUFF D.R.B. PRIOR TO CONSTRUCTION.
 4. ALL ATTACHMENTS SHALL BE WITH STAINLESS STEEL SCREWS SUITABLE FOR PRESSURE TREATED WOOD. NO NAILS SHALL BE USED.
 5. 8"X8" WOOD POSTS TO BE USED IN PLACE OF 6"X6" WOOD POSTS WHERE MARKED ON PLAN.
 6. CONTRACTOR TO PROVIDE ONE SECTION OF FENCE MOCK-UP FOR OWNER APPROVAL OF POST, RAIL DETAIL, AND PAINT COLOR.

4 // L103 THREE RAIL FENCE
 SCALE: 1" = 1'-0"

REVISIONS:



DRAINAGE LEGEND			
CALL-OUT	SYMB.	DESCRIPTION	DETAIL
11.X		6' AREA DRAIN	X/L60X
11.X		9' AREA DRAIN	X/L60X
11.X		4' FRENCH DRAIN	X/L60X
11.X		TRENCH DRAIN	X/L60X
11.X		STABILIZED BANK	X/L60X

NOTE: DRAINAGE SYMBOLS ARE GRAPHIC IN NATURE AND ARE NOT INTENDED TO BE TO SCALE. REFER TO SITE DETAILS FOR SIZES AND DIMENSIONS.

GRADING LEGEND	
SYMB.	DESCRIPTION
+	SPOT GRADE
	DRAINAGE ARROW
	PROPOSED CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	EXISTING GRADE

GRADING ABBREVIATIONS			
ABBR.	DESCRIPTION	ABBR.	DESCRIPTION
BC	BOTTOM OF CURB	HP	HIGH POINT
BS	BOTTOM OF STEP	RIM	TOP OF DRAIN
BW	BOTTOM OF WALL	TC	TOP OF CURB
FFE	FINISHED FLOOR ELEVATION	TS	TOP OF STEP
FG	FINISHED GRADE	TW	TOP OF WALL
LP	LOW POINT		

- GRADING REFERENCE NOTES:**
- CONTRACTOR SHALL TIE THE GUTTER DOWNSPOUTS INTO SUBSURFACE DRAINAGE SYSTEM WHENEVER POSSIBLE.
 - TIE INTO EXISTING GRADE. MEET SMOOTHLY AND EVENLY.
 - FEATHER BOTTOM OF SLOPE SMOOTHLY TO MEET EXISTING CONDITIONS.
 - PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING AND ADJACENT PROPERTY LINES.
 - DIRECT STORMWATER TOWARDS ROAD AND OPEN COMMON SPACE. DRAINAGE SHALL NOT BE DIRECTED TOWARDS ADJACENT PROPERTY. CONTRACTOR SHALL PROVIDE SUPPLEMENTAL AREA DRAINS, FRENCH DRAINS, AND DRY WELLS AS REQUIRED TO PROMOTE PROPER STORMWATER DRAINAGE, REFER TO SITE DETAILS.
 - GENERAL CONTRACTOR SHALL PROVIDE STRUCTURAL SUBGRADE FOR DRIVEWAY. CONTRACTOR SHALL ADJUST GRADES TO PROVIDE POSITIVE DRAINAGE TO ROADWAY AND NATURAL AREAS.
 - VERIFY DRAINAGE BASED ON ARCHITECTURAL DESIGN.

PAVING SCHEDULE			
CALL-OUT	SYMB.	DESCRIPTION	DETAIL
2.1		BRICK WALK / LANDING / PATIO	1/L200
NA		BORDERS, REFER TO DETAILS 1/L200	NA

NOTE: MATERIAL SYMBOLS / MATCHES ARE GRAPHIC IN NATURE AND ARE NOT INTENDED TO BE TO SCALE. REFER TO SITE DETAILS AND LAYOUT PLANS FOR SIZES AND DIMENSIONS.

SITE COVERAGE		
IMPERVIOUS COVERAGE	ACTUAL COVERAGE (SF)	ALLOWABLE COVERAGE (SF)
BOAT BARN FOOTPRINT(S)	9,456	
OFFICE/SHOP FOOTPRINT(S)	3,288	
TOTAL IMPERVIOUS	12,744	



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THIS SHEET TO SCALE AT 30"x42"

FINAL DEVELOPMENT PLANS
FOR
STONY CREEK NORTH
BEAUFORT COUNTY, SOUTH CAROLINA

DATE: SEPT. 08, 2023
PROJECT NO.: 21125.01
DRAWN BY: MC/AS
CHECKED BY: DK

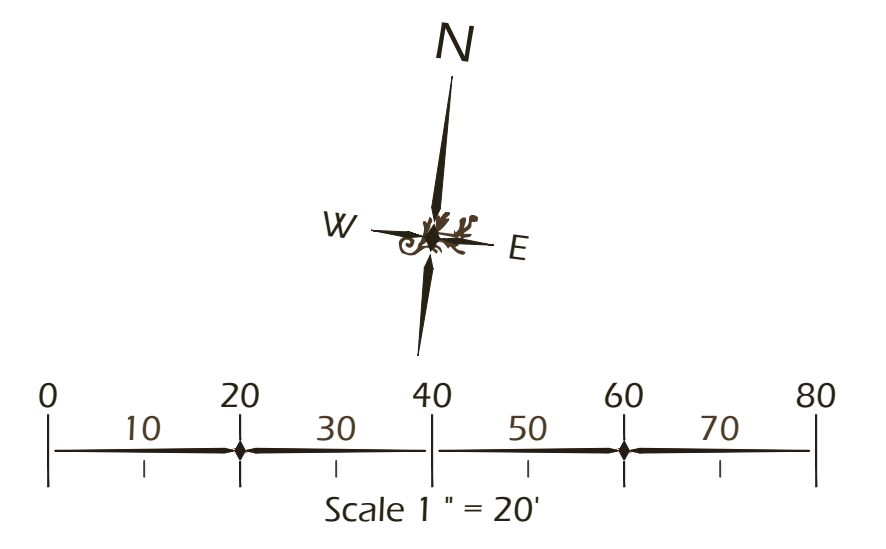
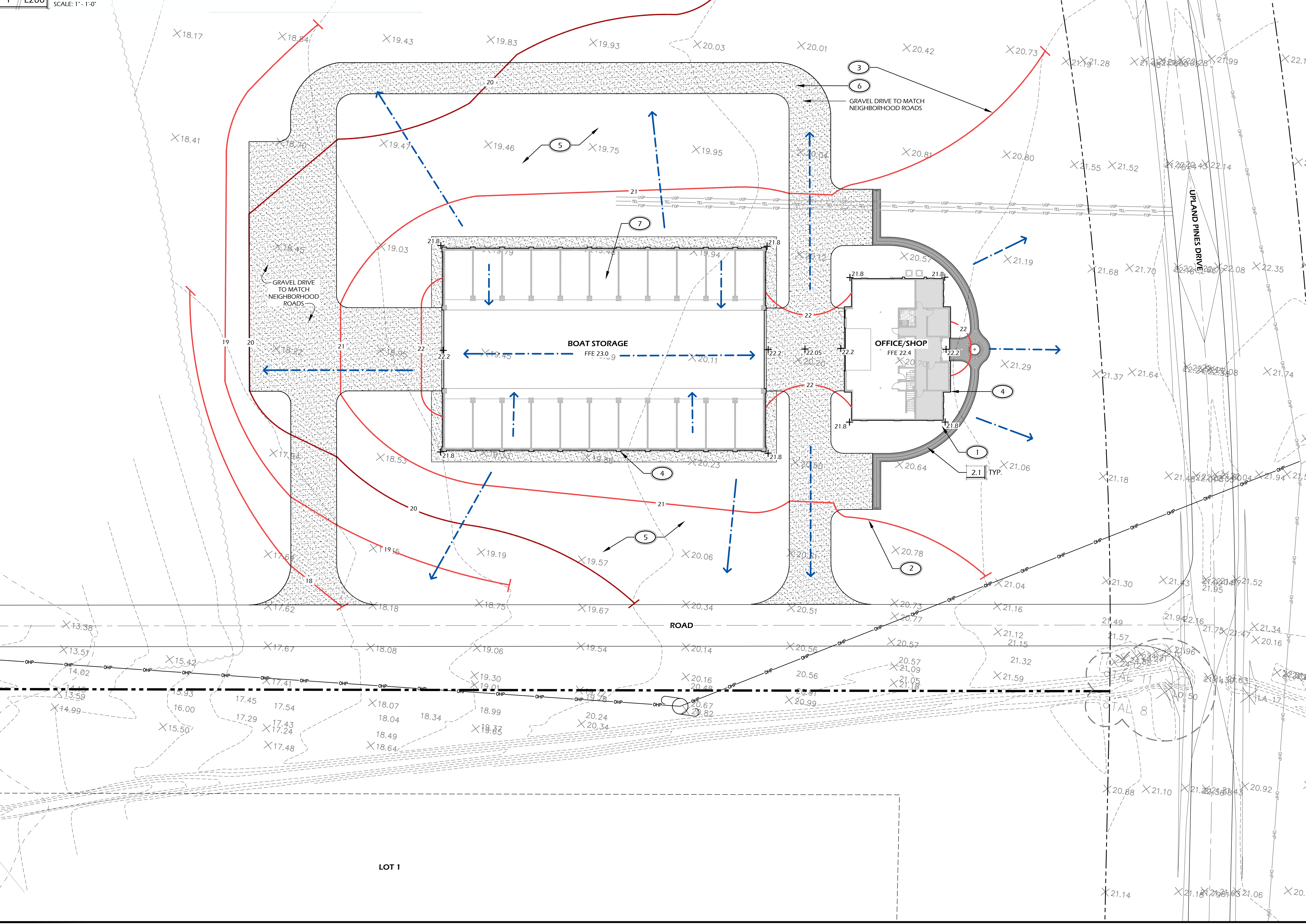
FINAL SUBMITTAL PLAN, NOT FOR CONSTRUCTION

REVISIONS:

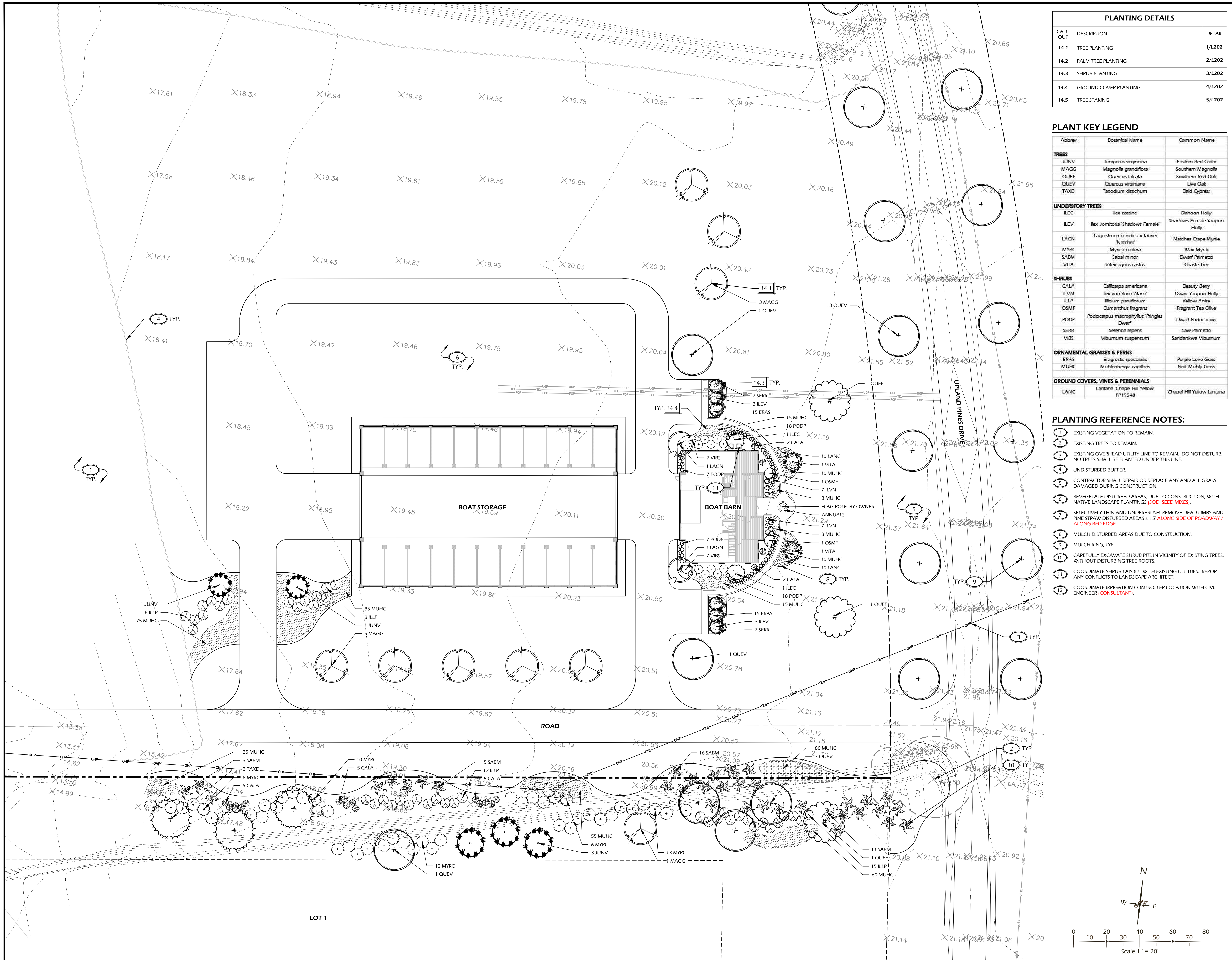
NO.	DESCRIPTION

DRAWING TITLE
BOAT BARN AND OFFICE SITE PLAN AND GRADING PLAN

DRAWING NUMBER
L200



LOT 1



PLANTING DETAILS		
CALL-OUT	DESCRIPTION	DETAIL
14.1	TREE PLANTING	1/L202
14.2	PALM TREE PLANTING	2/L202
14.3	SHRUB PLANTING	3/L202
14.4	GROUND COVER PLANTING	4/L202
14.5	TREE STAKING	5/L202

PLANT KEY LEGEND		
Abbrev.	Botanical Name	Common Name
TREES		
JUNV	Juniperus virginiana	Eastern Red Cedar
MAGG	Magnolia grandiflora	Southern Magnolia
QUEF	Quercus falcata	Southern Red Oak
QUEV	Quercus virginiana	Live Oak
TAXD	Taxodium distichum	Bald Cypress
UNDERSTORY TREES		
IILEC	Ilex cassine	Dahoon Holly
IILEV	Ilex vomitoria 'Shadows Female'	Shadows Female Yaupon Holly
LAGN	Lagerstroemia indica x fauriei 'Natchez'	Natchez Crape Myrtle
MYRC	Myrica caroliniana	Wax Myrtle
SABM	Sabal minor	Dwarf Palmetto
VITA	Vitex agnus-castus	Chaste Tree
SHRUBS		
CALA	Calliopsis americana	Beauty Berry
ILVN	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly
ILLP	Illicium parviflorum	Yellow Anise
OSMF	Osmanthus fragrans	Fragrant Tea Olive
PODP	Podocarpus macrophyllus 'Pingles Dwarf'	Dwarf Podocarpus
SERR	Serenoa repens	Saw Palmetto
VIBS	Viburnum suspensum	Sandankwa Viburnum
ORNAMENTAL GRASSES & FERNS		
ERAS	Eragrostis spectabilis	Purple Love Grass
MUHC	Muhlenbergia capillaris	Pink Muhly Grass
GROUND COVERS, VINES & PERENNIALS		
LANC	Lantana 'Chapel Hill Yellow' PP19548	Chapel Hill Yellow Lantana

- PLANTING REFERENCE NOTES:**
- EXISTING VEGETATION TO REMAIN.
 - EXISTING TREES TO REMAIN.
 - EXISTING OVERHEAD UTILITY LINE TO REMAIN. DO NOT DISTURB. NO TREES SHALL BE PLANTED UNDER THIS LINE.
 - UNDISTURBED BUFFER.
 - CONTRACTOR SHALL REPAIR OR REPLACE ANY AND ALL GRASS DAMAGED DURING CONSTRUCTION.
 - REVEGETATE DISTURBED AREAS. DUE TO CONSTRUCTION, WITH NATIVE LANDSCAPE PLANTINGS (SOD, SEED MIXES).
 - SELECTIVELY THIN AND UNDERBRUSH. REMOVE DEAD LIMBS AND PINE STRAW DISTURBED AREAS = 15' ALONG SIDE OF ROADWAY / ALONG BED EDGE.
 - MULCH DISTURBED AREAS DUE TO CONSTRUCTION.
 - MULCH RING, TYP.
 - CAREFULLY EXCAVATE SHRUB PITS IN VICINITY OF EXISTING TREES, WITHOUT DISTURBING TREE ROOTS.
 - COORDINATE SHRUB LAYOUT WITH EXISTING UTILITIES. REPORT ANY CONFLICTS TO LANDSCAPE ARCHITECT.
 - COORDINATE IRRIGATION CONTROLLER LOCATION WITH CIVIL ENGINEER (CONSULTANT).



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 THIS SHEET TO SCALE AT: 30"x42"

FINAL DEVELOPMENT PLANS
 FOR
STONY CREEK NORTH
 BEAUFORT COUNTY, SOUTH CAROLINA

DATE: SEPT. 08, 2023
 PROJECT NO.: 21125.01
 DRAWN BY: MC/AS
 CHECKED BY: DK

FINAL SUBMITTAL PLAN, NOT FOR CONSTRUCTION

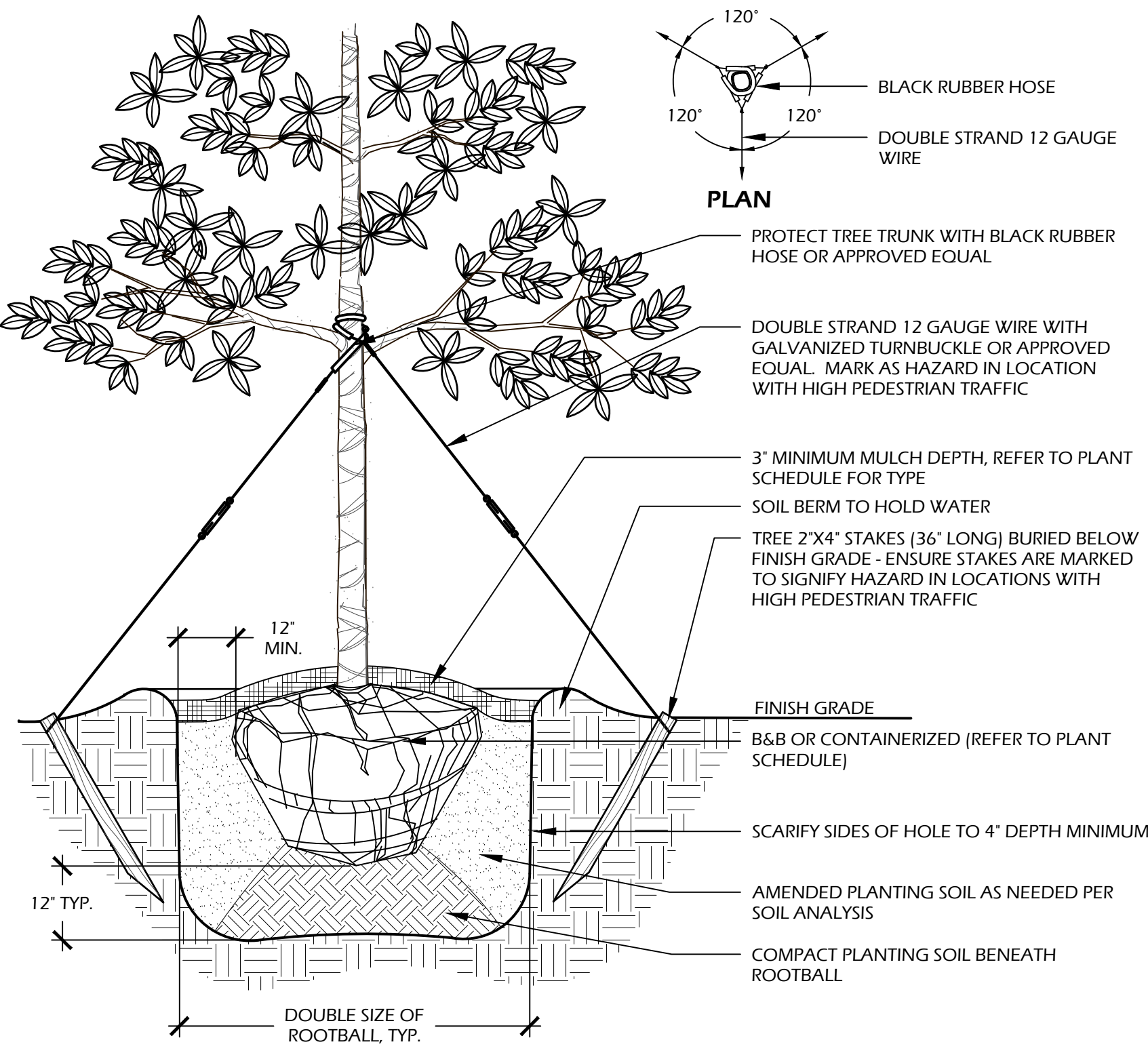
REVISIONS:

DRAWING TITLE
BOAT BARN AND OFFICE PLANTING PLAN

DRAWING NUMBER
L201

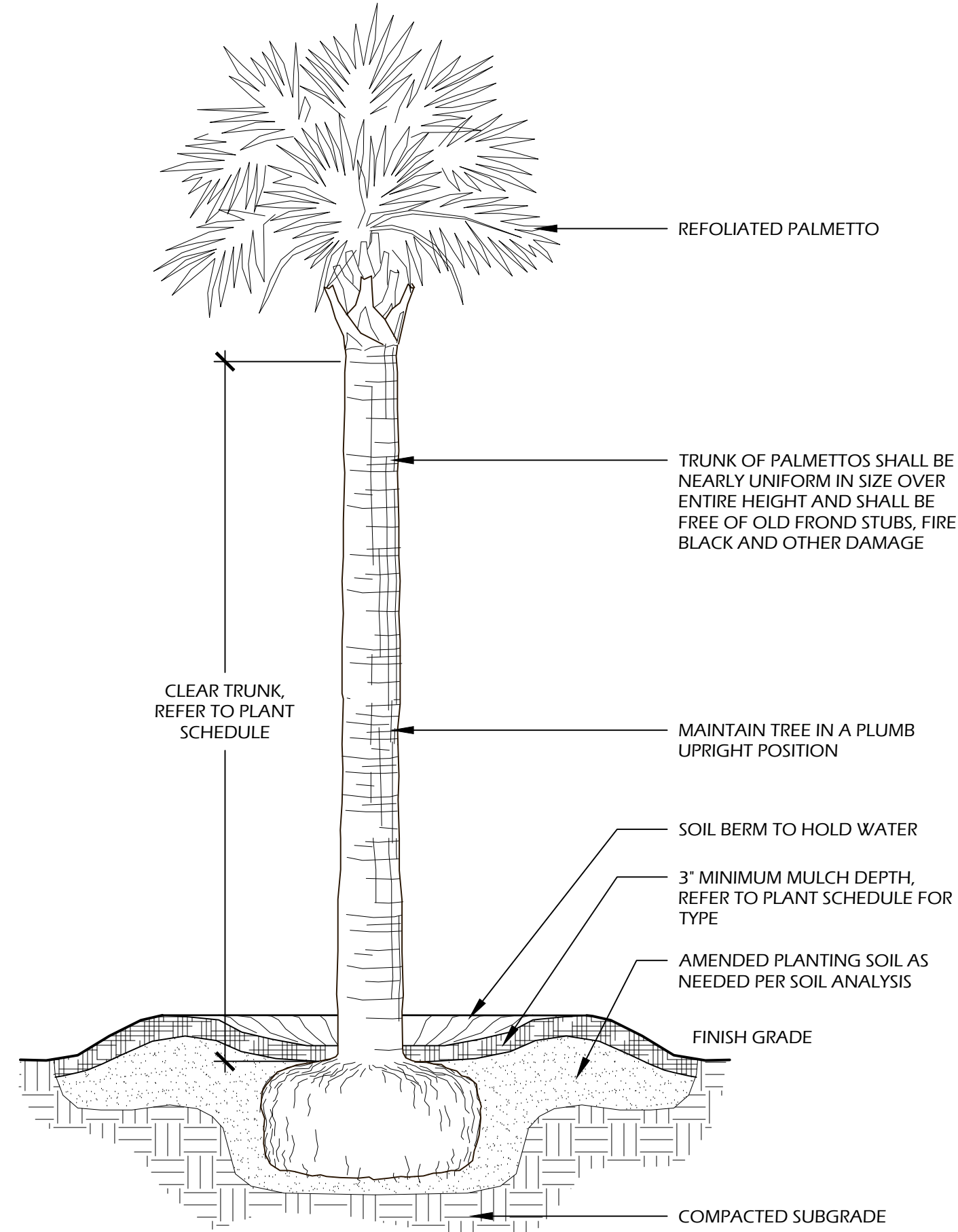
PLANT SCHEDULE:

Quantity	Abbrev	Botanical Name	Common Name	Height	Spread	Container	Cal/Spacing	Notes
TREES								
5	JUNV	<i>Juniperus virginiana</i>	Eastern Red Cedar	6'-8'	2'-3'	Cont.	-	Full to ground
9	MAGG	<i>Magnolia grandiflora</i>	Southern Magnolia	12'-14'	6'-7'	Cont.	-	Full to ground
3	QUEF	<i>Quercus falcata</i>	Southern Red Oak	14'-16'	6'-8'	Cont.	4"	Full
17	QUEV	<i>Quercus virginiana</i>	Live Oak	14'-16'	6'-8'	Cont.	4"	Full
3	TAXD	<i>Taxodium distichum</i>	Bald Cypress	14'-16'	6'-8'	Cont.	4"	Full
UNDERSTORY TREES								
2	ILEC	<i>Ilex cassine</i>	Dahoon Holly	6'-7'	3'-4'	15 gal.	-	Full
6	ILEV	<i>Ilex vomitoria 'Shadows Female'</i>	Shadows Female Yaupon Holly	5'-6'	3'-4'	15 gal.	-	Tree form, Multi-stem, Full
2	LAGN	<i>Lagerstroemia indica x fouriei 'Natchez'</i>	Natchez Crape Myrtle	10'-12'	5'-6'	45 gal.	-	Full
49	MYRC	<i>Myrica cerifera</i>	Wax Myrtle	4'-5'	2'-3'	15 gal.	-	Full
35	SABM	<i>Sabal minor</i>	Dwarf Palmetto	4'-5'	4'-5'	15 gal.	-	Full
2	VITA	<i>Vitex agnus-castus</i>	Chaste Tree	4'-5'	2'-3'	15 gal.	-	Full
SHRUBS								
19	CALA	<i>Callicarpa americana</i>	Beauty Berry	24'-30"	24'-30"	7 gal.	-	Full
14	ILVN	<i>Ilex vomitoria 'Nana'</i>	Dwarf Yaupon Holly	18'-24"	18'-24"	7 gal.	-	Full
43	ILLP	<i>Illicium parviflorum</i>	Yellow Anise	30'-36"	24'-30"	7 gal.	-	Full
2	OSMF	<i>Osmanthus fragrans</i>	Fragrant Tea Olive	36'-42"	18'-24"	7 gal.	-	Full
50	PODP	<i>Podocarpus macrophyllus 'Pringles Dwarf'</i>	Dwarf Podocarpus	18'-24"	16'-20"	7 gal.	-	Full
14	SERR	<i>Serenoa repens</i>	Saw Palmetto	24'-30"	24'-30"	15 gal.	-	Full
14	VIBS	<i>Viburnum suspensum</i>	Sandankwa Viburnum	30'-36"	24'-30"	7 gal.	-	Full
ORNAMENTAL GRASSES & FERNS								
30	ERAS	<i>Eragrostis spectabilis</i>	Purple Love Grass	9'-12"	10'-16"	1 gal.	30" O.C.	Full
436	MUHC	<i>Muhlenbergia capillaris</i>	Pink Muhly Grass	14'-16"	10'-16"	1 gal.	30" O.C.	Full
GROUND COVERS, VINES & PERENNIALS								
20	LANC	<i>Lantana 'Chapel Hill Yellow' PPI19548</i>	Chapel Hill Yellow Lantana	8'-12"	8'-12"	1 gal.	18" O.C.	Yellow Flowers, Full



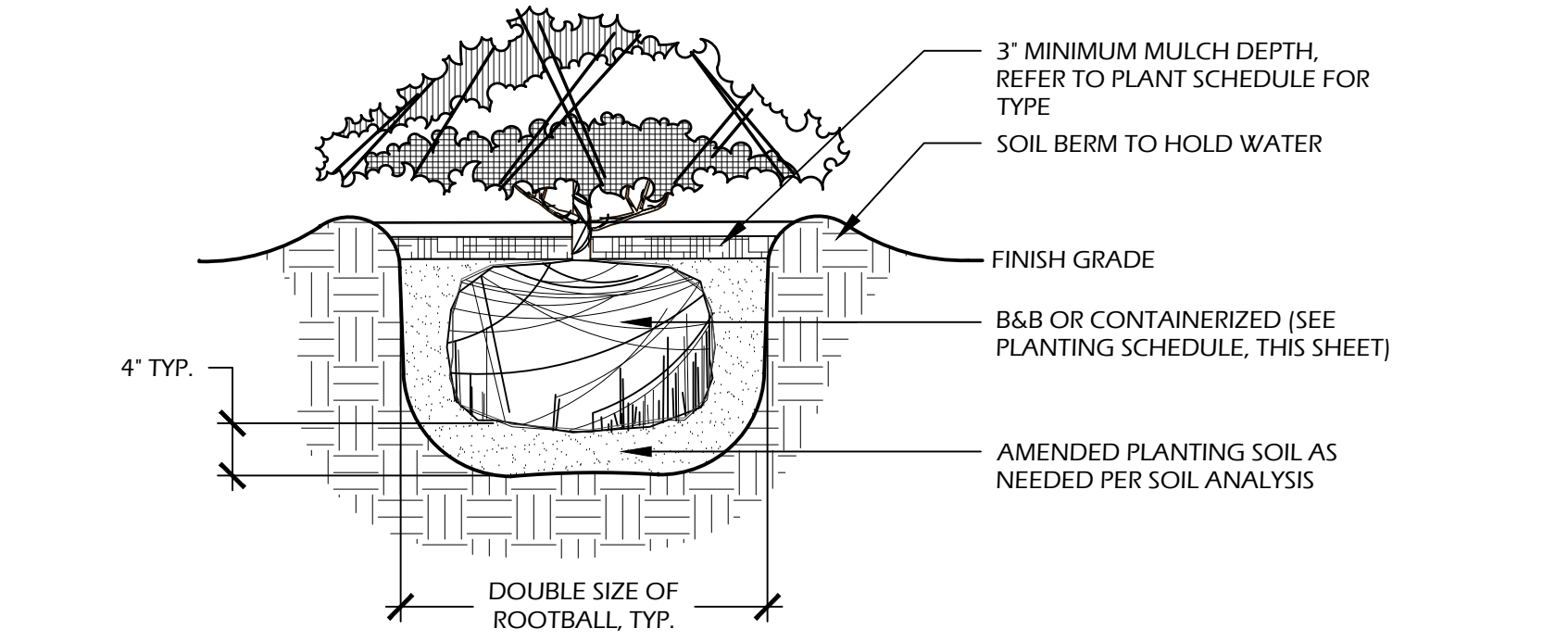
- NOTES:**
- TREE STAKING OPTIONAL HOWEVER, LANDSCAPE CONTRACTOR RESPONSIBLE FOR MAINTAINING TREES IN AN UPRIGHT (90 DEGREE/ PERPENDICULAR) POSITION FOR 1 YEAR AFTER PLANTING IS COMPLETE OR UNTIL TREE ROOT SYSTEM IS FULLY ESTABLISHED AND STURDY. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER'S REPRESENTATIVE.
 - CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
 - IN SEMI-IMPERVIOUS SOIL CONDITIONS, ROOTBALL ELEVATION SHALL BE 2" ABOVE FINISH GRADE. COORDINATE WITH OWNER'S REPRESENTATIVE PRIOR TO SETTING ROOTBALL ELEVATIONS.

1 // L202 TREE PLANTING
SCALE: N.T.S.



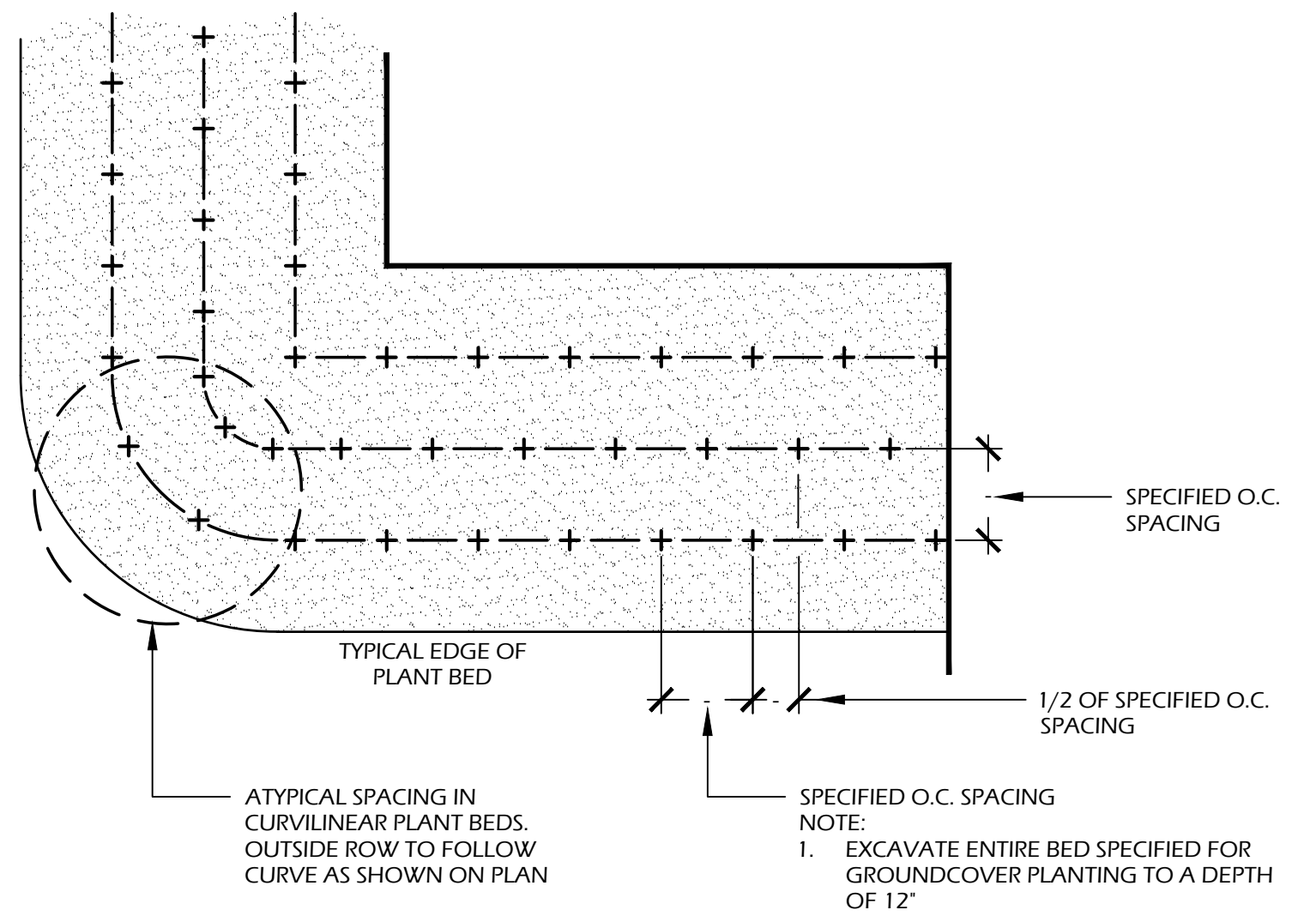
- NOTES:**
- FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE.
 - CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
 - SABAL PALMETTOS SHALL BE REFOLIATED. PROTECT CABBAGE HEAD FROM DAMAGE.

2 // L202 PALM TREE PLANTING
SCALE: N.T.S.

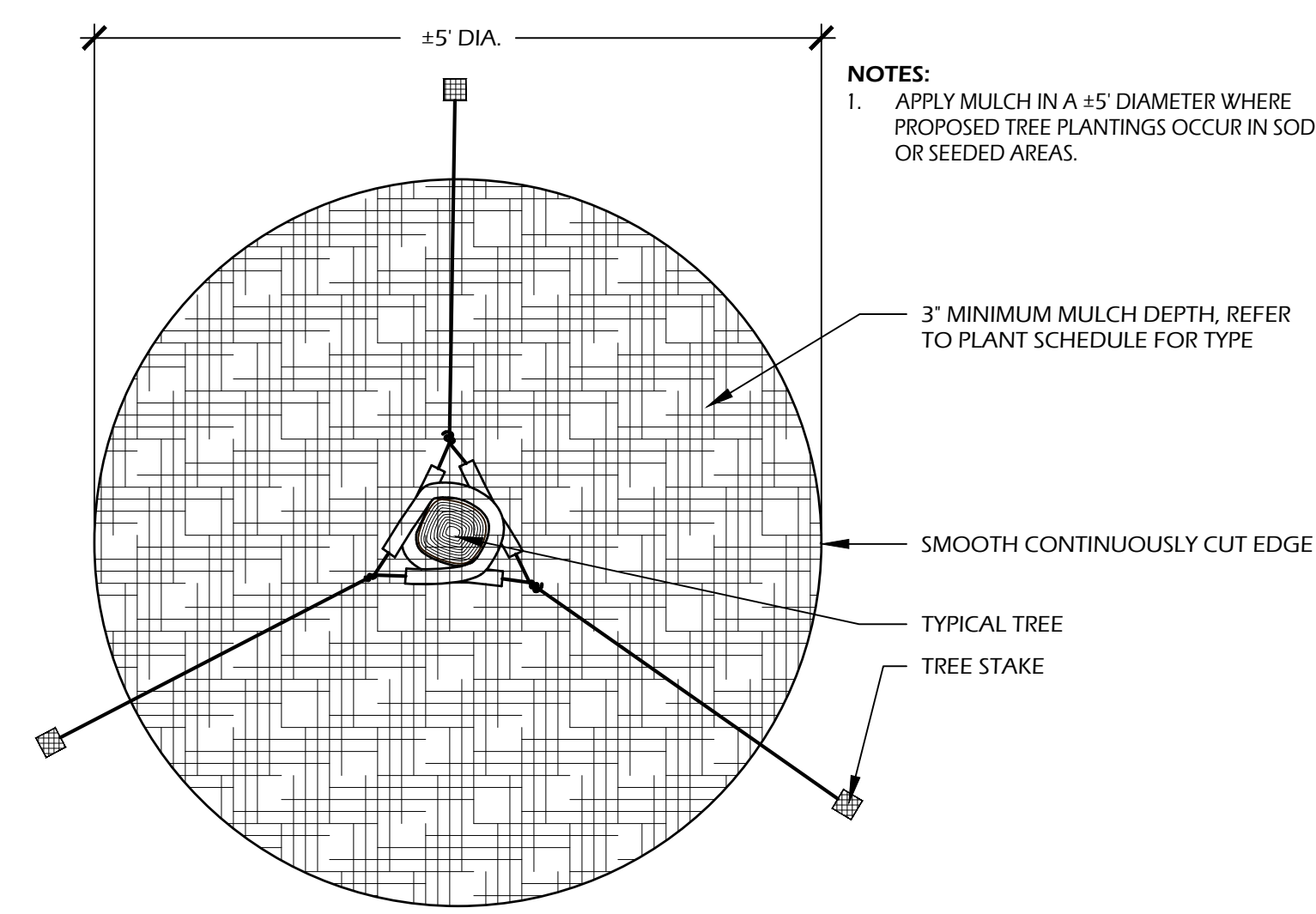


- NOTES:**
- WHEN GROUNDCOVERS AND SHRUBS ARE USED IN MASS, ENTIRE BED TO BE EXCAVATED TO RECEIVE PLANTING SOIL AND PLANT MATERIAL.
 - CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
 - IN SEMI-IMPERVIOUS SOIL CONDITIONS, ROOTBALL ELEVATION SHALL BE 12" ABOVE FINISH GRADE. COORDINATE WITH OWNER'S REPRESENTATIVE PRIOR TO SETTING ROOTBALL ELEVATIONS.

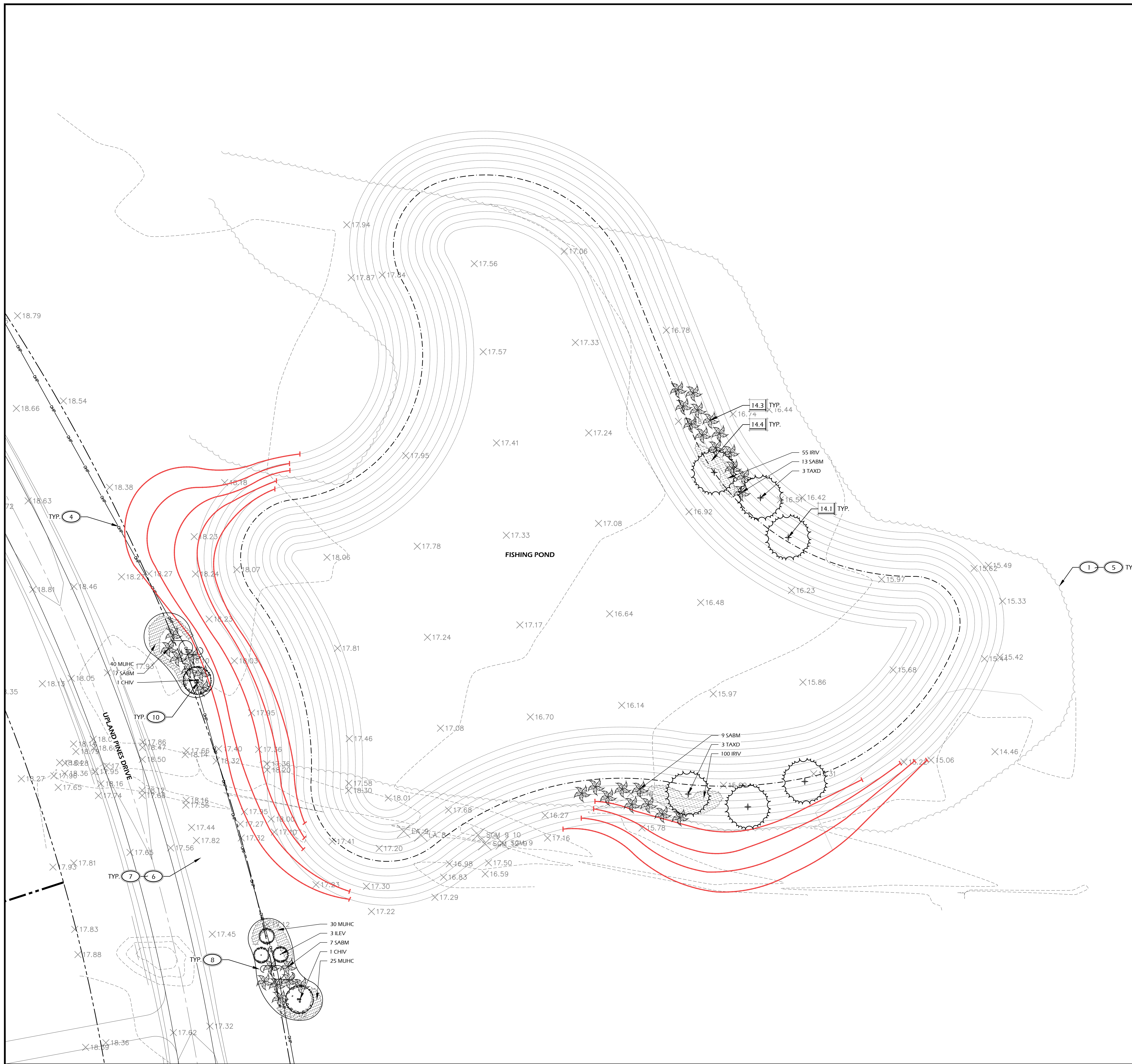
3 // L202 SHRUB PLANTING
SCALE: N.T.S.



4 // L202 GROUND COVER PLANTING
SCALE: N.T.S.



5 // L202 TREE STAKING
SCALE: N.T.S.



PLANTING DETAILS		
CALL-OUT	DESCRIPTION	DETAIL
14.1	TREE PLANTING	1/L301
14.2	PALM TREE PLANTING	2/L301
14.3	SHRUB PLANTING	3/L301
14.4	GROUND COVER PLANTING	4/L301
14.5	TREE STAKING	5/L301

PLANT KEY LEGEND		
Abbrev	Botanical Name	Common Name
TREES		
TAXD	Taxodium distichum	Bald Cypress
UNDERSTORY TREES		
CHIV	Chionanthus virginicus	Fringe Tree
ILEV	Ilex vomitoria 'Shadows Female'	Shadows Female Yaupon Holly
SABM	Sabal minor	Dwarf Palmetto
ORNAMENTAL GRASSES & FERNS		
MUHC	Muhlenbergia capillaris	Pink Muhly Grass
GROUND COVERS, VINES & PERENNIALS		
IRIV	Iris virginica	Blue Flag Iris

- PLANTING REFERENCE NOTES:**
- 1 EXISTING VEGETATION TO REMAIN.
 - 2 EXISTING TREES TO REMAIN.
 - 3 EXISTING TREES TO BE REMOVED.
 - 4 EXISTING OVERHEAD UTILITY LINE TO REMAIN. DO NOT DISTURB. NO TREES SHALL BE PLANTED UNDER THIS LINE.
 - 5 UNDISTURBED BUFFER.
 - 6 CONTRACTOR SHALL REPAIR OR REPLACE ANY AND ALL GRASS DAMAGED DURING CONSTRUCTION.
 - 7 REVEGETATE DISTURBED AREAS, DUE TO CONSTRUCTION, WITH NATIVE LANDSCAPE PLANTINGS (SOD, SEED MIXES).
 - 8 MULCH DISTURBED AREAS DUE TO CONSTRUCTION.
 - 9 CAREFULLY EXCAVATE SHRUB PITS IN VICINITY OF EXISTING TREES, WITHOUT DISTURBING TREE ROOTS.
 - 10 COORDINATE SHRUB LAYOUT WITH EXISTING UTILITIES. REPORT ANY CONFLICTS TO LANDSCAPE ARCHITECT.
 - 11 COORDINATE IRRIGATION CONTROLLER LOCATION WITH CIVIL ENGINEER (CONSULTANT).



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 THIS SHEET TO SCALE AT: 30"x42"

FINAL DEVELOPMENT PLANS
 FOR
STONY CREEK NORTH
 BEAUFORT COUNTY, SOUTH CAROLINA

DATE: SEPT. 08, 2023
 PROJECT NO.: 21125.01
 DRAWN BY: MC/AS
 CHECKED BY: DK

FINAL SUBMITTAL PLAN, NOT FOR CONSTRUCTION

REVISIONS:

DRAWING TITLE
FISHING POND PLANTING AND GRADING PLAN

DRAWING NUMBER
L300

FINAL DEVELOPMENT PLANS
 FOR
STONY CREEK NORTH
 BEAUFORT COUNTY, SOUTH CAROLINA

DATE: SEPT. 08, 2023
 PROJECT NO.: 21125.01
 DRAWN BY: MC/AS
 CHECKED BY: DK

FINAL SUBMITTAL
 PLAN, NOT FOR
 CONSTRUCTION

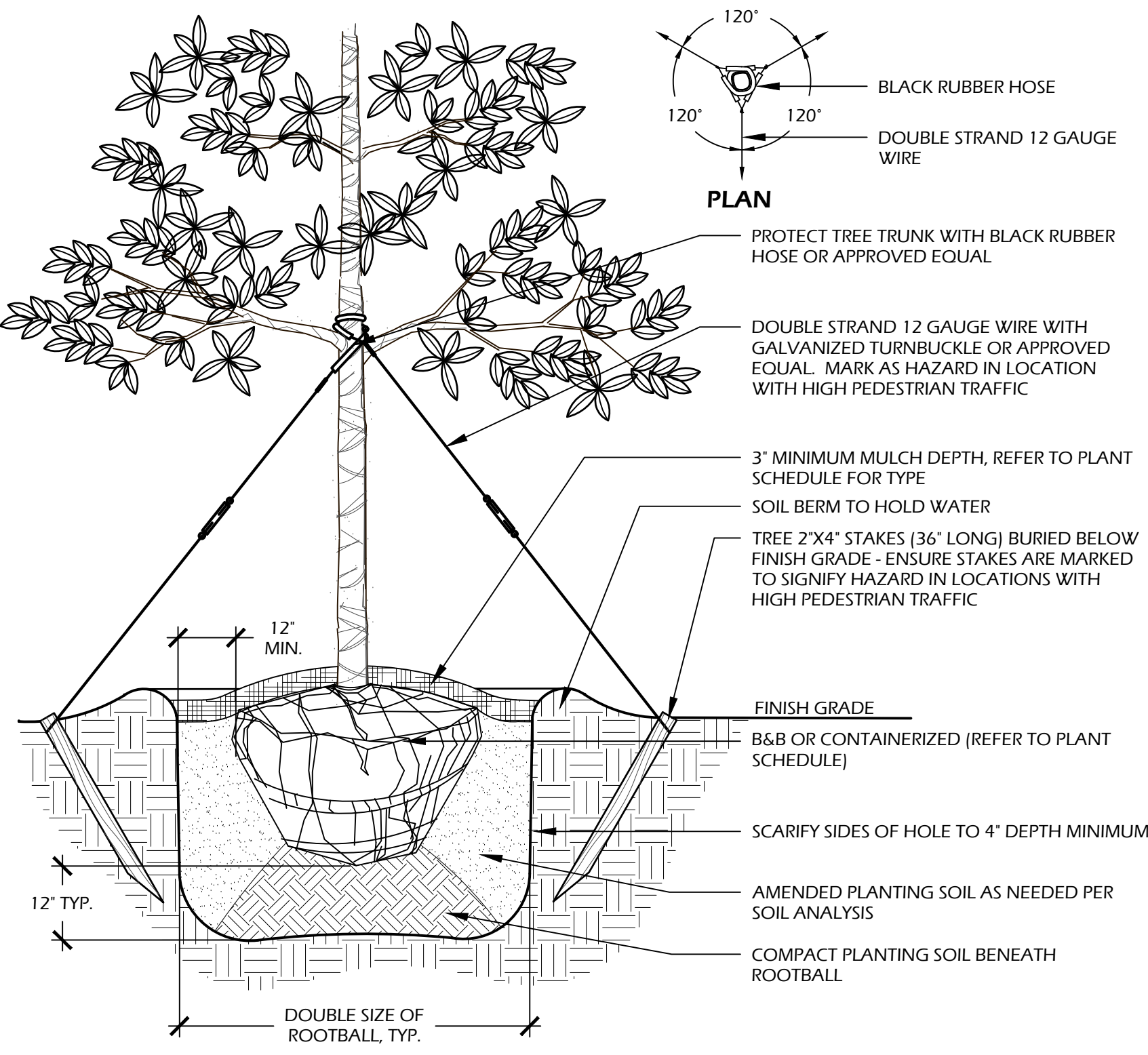
REVISIONS:

DRAWING TITLE
**FISHING POND PLANT
 SCHEDULE AND DETAILS**

DRAWING NUMBER
L301

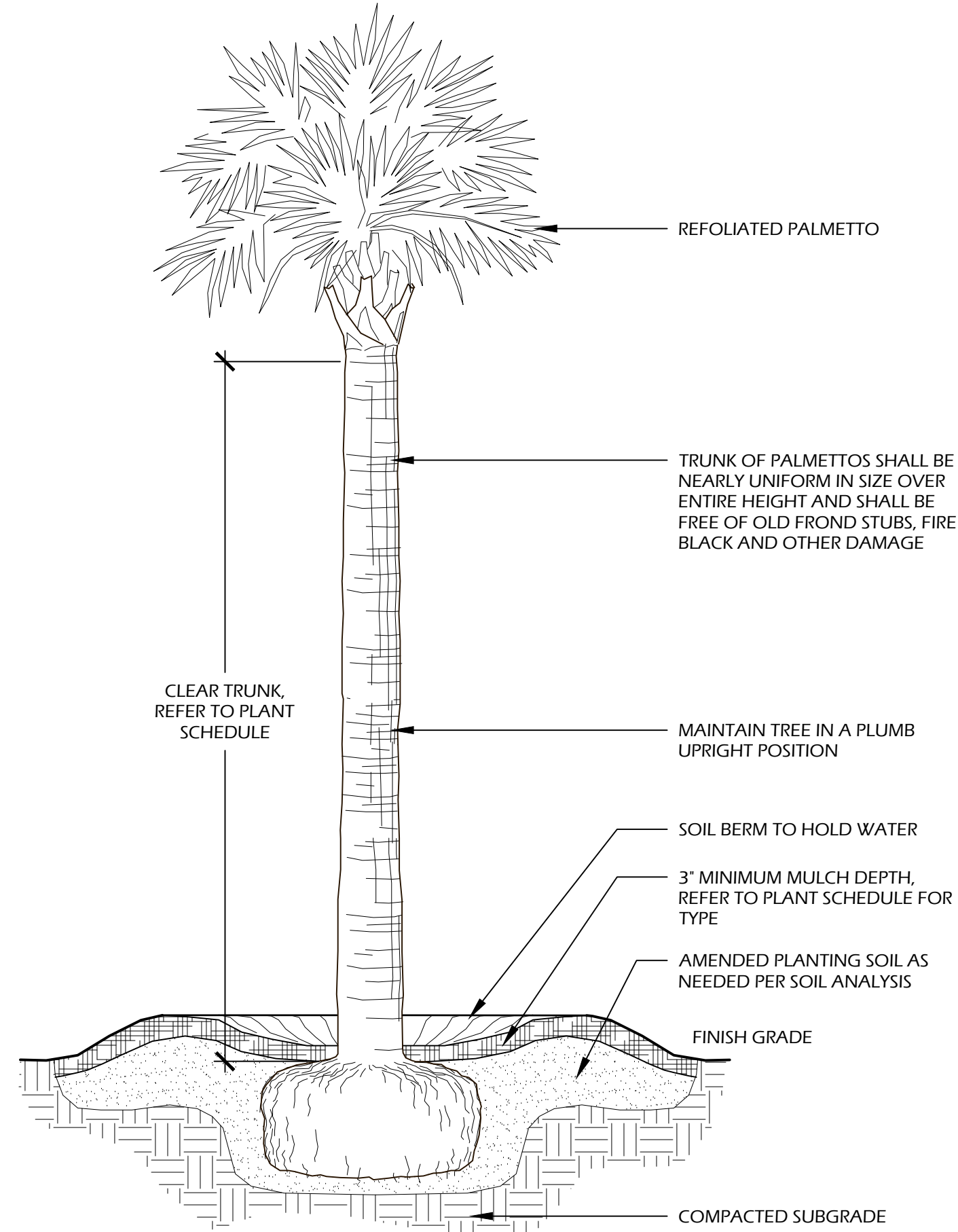
PLANT SCHEDULE:

Quantity	Abbrev	Botanical Name	Common Name	Height	Spread	Container	Cal/Spacing	Notes
TREES								
6	TAXD	<i>Taxodium distichum</i>	Bald Cypress	14'-16'	6'-8'	Cont.	4"	Full
UNDERSTORY TREES								
2	CHV	<i>Chionanthus virginicus</i>	Fringe Tree	6'-7'	3'-4'	15 gal.	-	Full
3	ILEV	<i>Ilex vomitoria 'Shadows Female'</i>	Shadows Female Yaupon Holly	5'-6'	3'-4'	15 gal.	-	Tree form, Multi-stem, Full
36	SABM	<i>Sabal minor</i>	Dwarf Palmetto	4'-5'	4'-5'	15 gal.	-	Full
ORNAMENTAL GRASSES & FERNS								
95	MUHC	<i>Muhlenbergia capillaris</i>	Pink Muhly Grass	14'-16"	10'-16"	1 gal.	30" O.C.	Full
GROUND COVERS, VINES & PERENNIALS								
155	IRV	<i>Iris virginica</i>	Blue Flag Iris	12'-18"	8'-12"	1 gal.	24" O.C.	Full



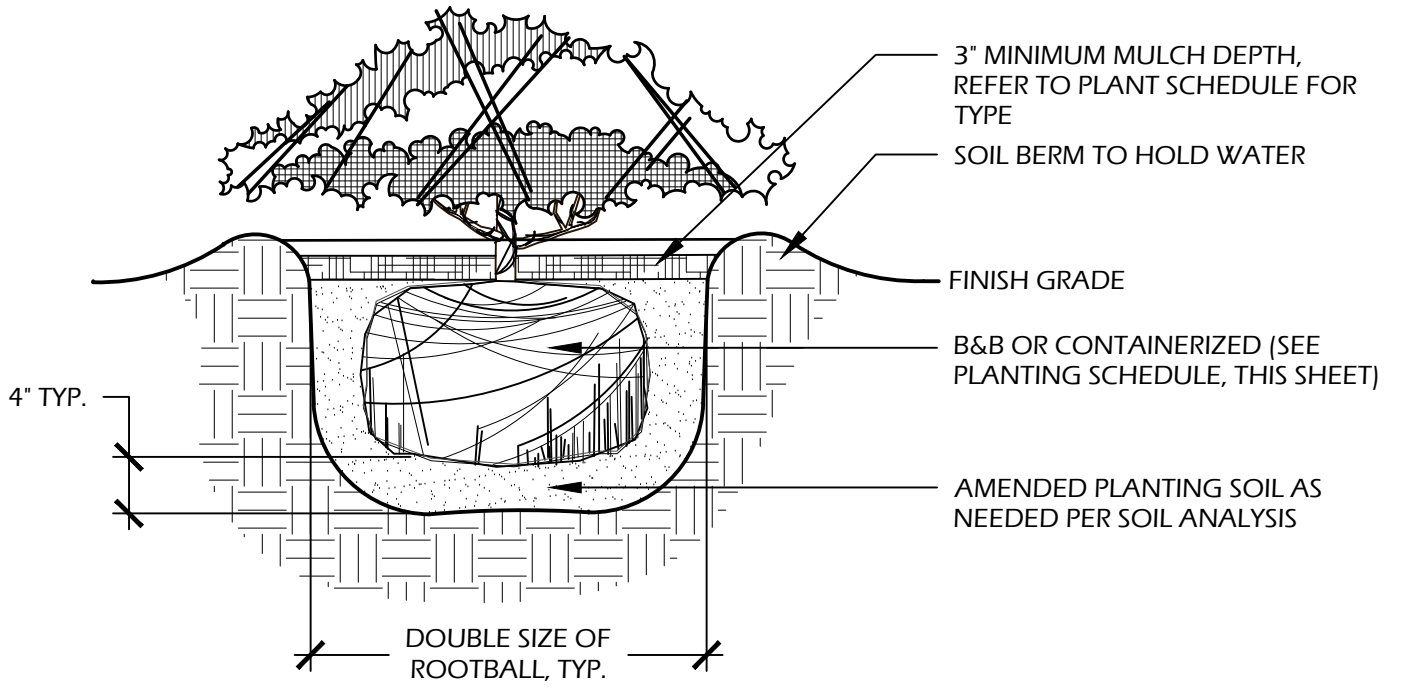
- NOTES:**
- TREE STAKING OPTIONAL HOWEVER, LANDSCAPE CONTRACTOR RESPONSIBLE FOR MAINTAINING TREES IN AN UPRIGHT (90 DEGREE/ PERPENDICULAR) POSITION FOR 1 YEAR AFTER PLANTING IS COMPLETE OR UNTIL TREE ROOT SYSTEM IS FULLY ESTABLISHED AND STURDY. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER'S REPRESENTATIVE.
 - CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
 - IN SEMI-IMPERVIOUS SOIL CONDITIONS, ROOTBALL ELEVATION SHALL BE 2" ABOVE FINISH GRADE. COORDINATE WITH OWNER'S REPRESENTATIVE PRIOR TO SETTING ROOTBALL ELEVATIONS.

1 // L301 TREE PLANTING
SCALE: N.T.S.



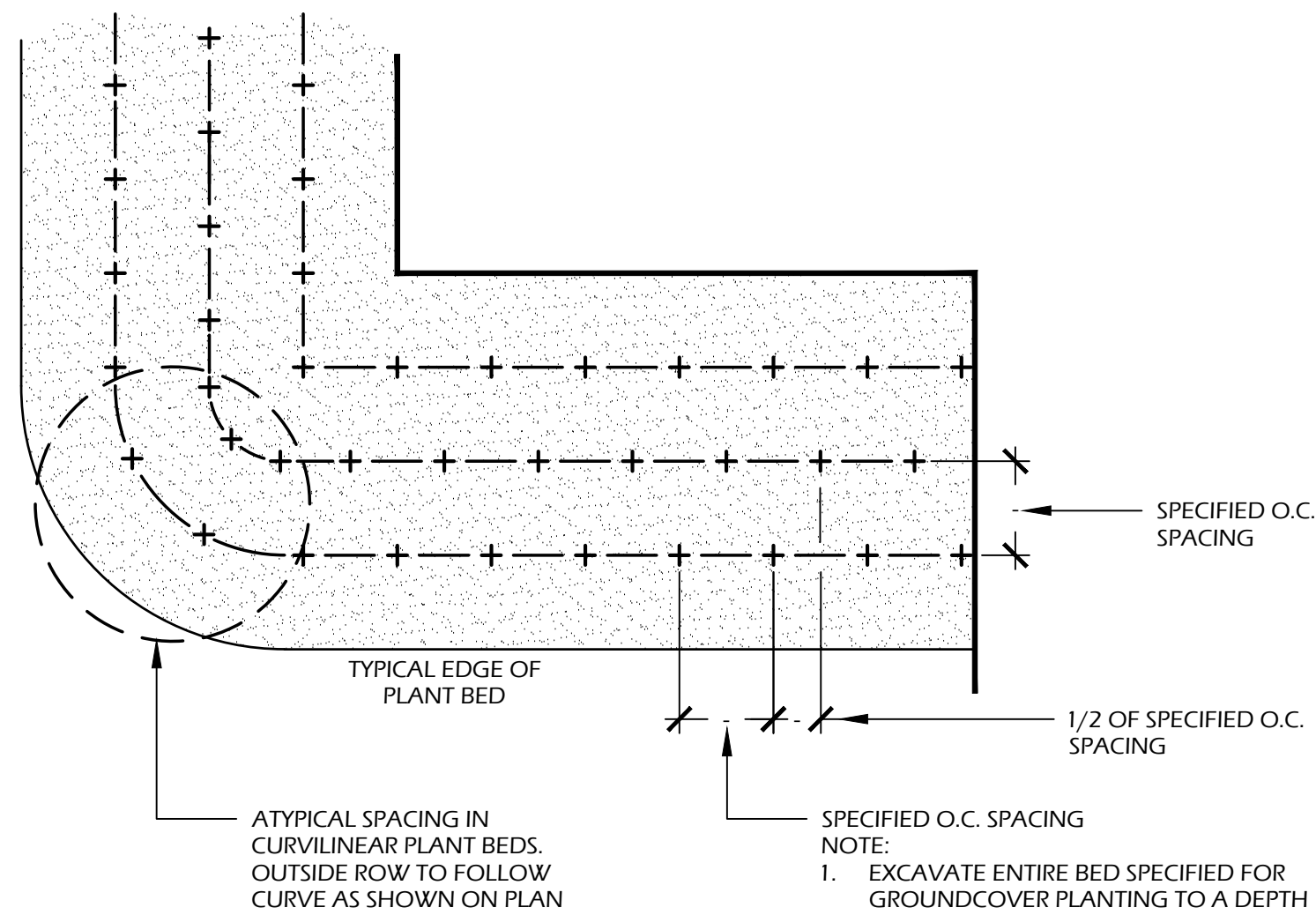
- NOTES:**
- FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE.
 - CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
 - SABAL PALMETTOS SHALL BE REFOOLIATED. PROTECT CABBAGE HEAD FROM DAMAGE.

2 // L301 PALM TREE PLANTING
SCALE: N.T.S.

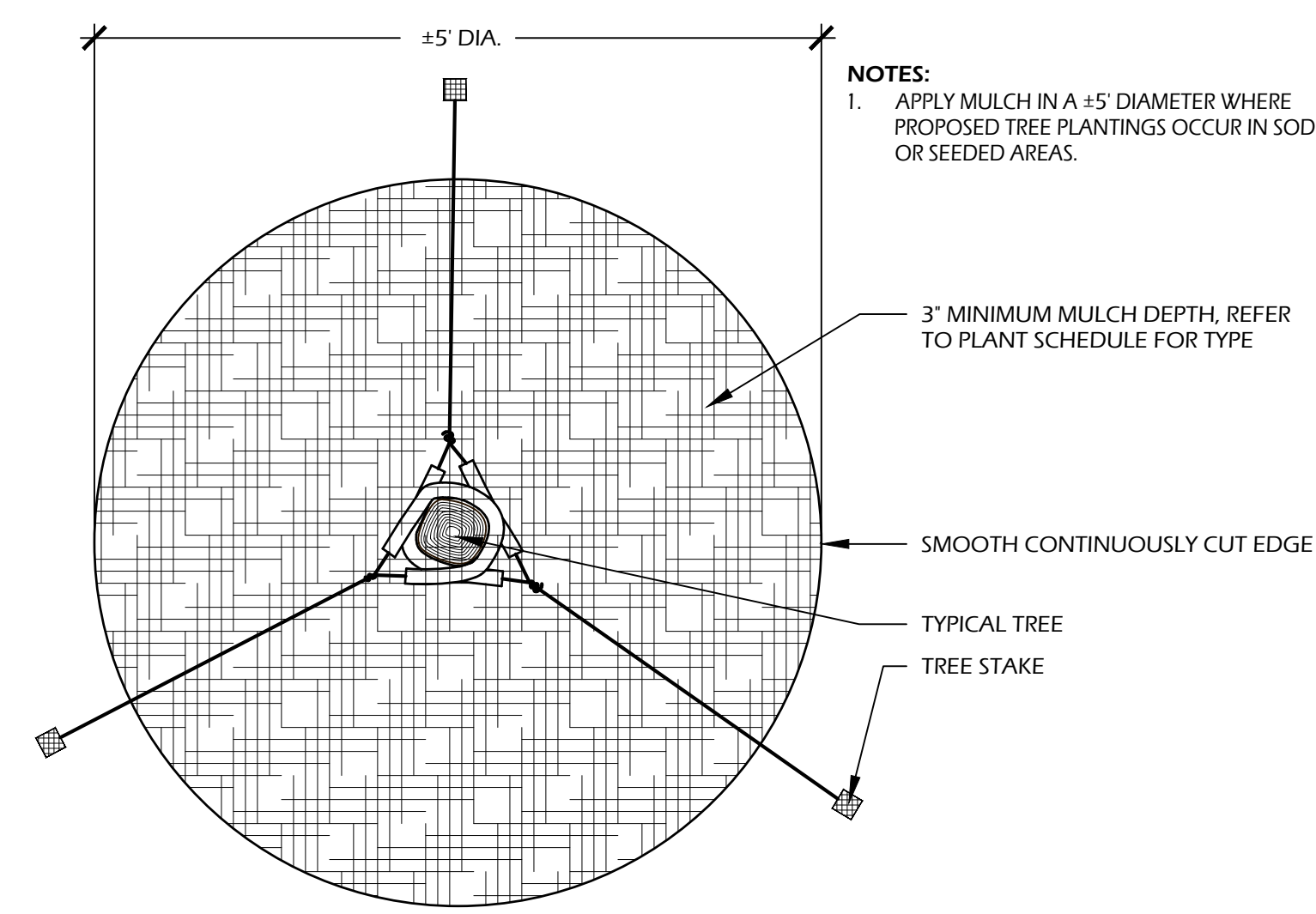


- NOTES:**
- WHEN GROUNDCOVERS AND SHRUBS ARE USED IN MASSES, ENTIRE BED TO BE EXCAVATED TO RECEIVE PLANTING SOIL AND PLANT MATERIAL.
 - CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
 - IN SEMI-IMPERVIOUS SOIL CONDITIONS, ROOTBALL ELEVATION SHALL BE 12" ABOVE FINISH GRADE. COORDINATE WITH OWNER'S REPRESENTATIVE PRIOR TO SETTING ROOTBALL ELEVATIONS.

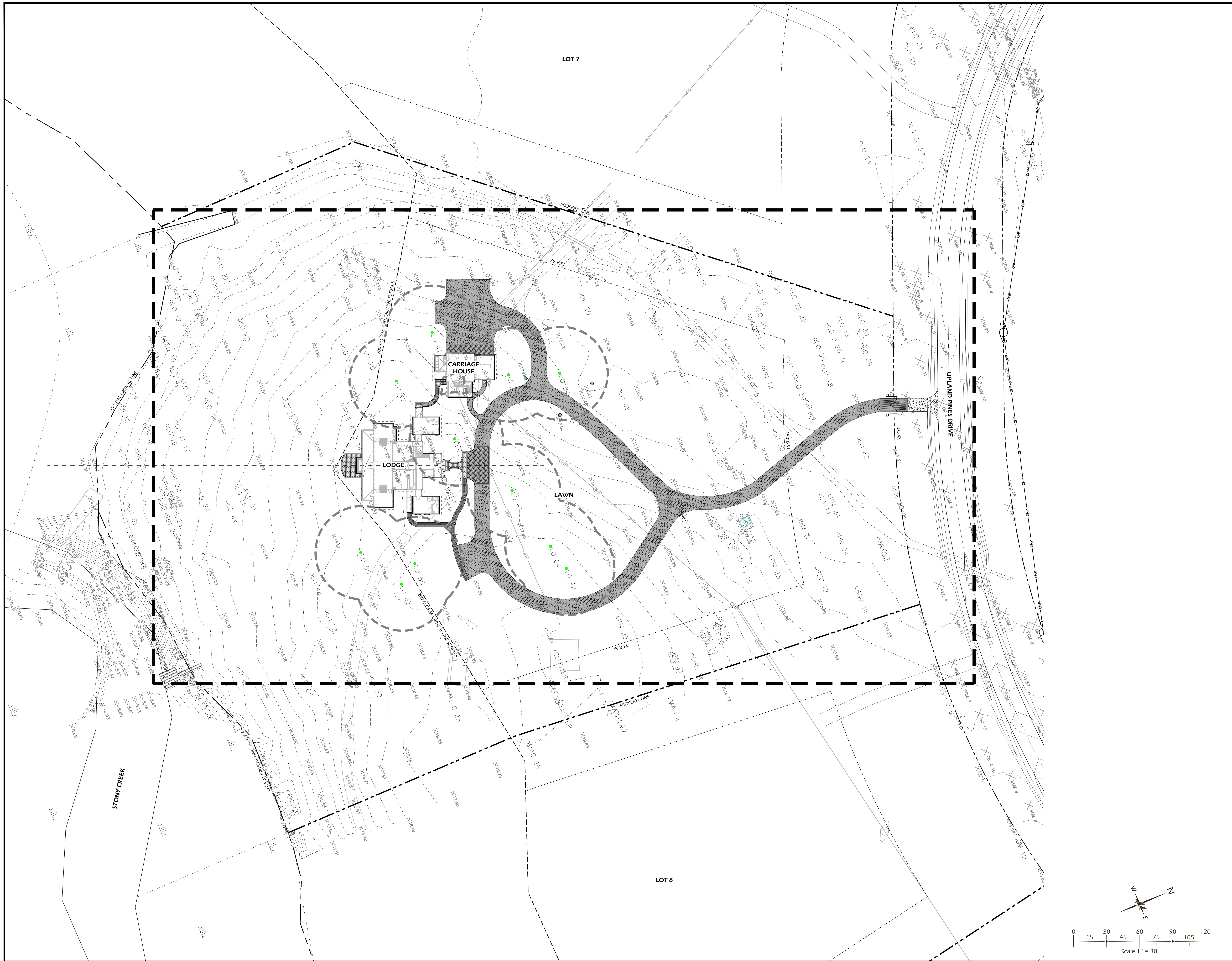
3 // L301 SHRUB PLANTING
SCALE: N.T.S.



4 // L301 GROUND COVER PLANTING
SCALE: N.T.S.



5 // L301 TREE STAKING
SCALE: N.T.S.



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 DESIGN CONCEPTS, DRAWING SHEETS, LOGOS, SPECIFICATIONS, DETAILS, WRITTEN MATERIAL SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART IN ANY FORM WITHOUT PRIOR WRITTEN CONSENT OF WJK LTD.
 THIS SHEET TO SCALE AT 30"x42"

FINAL DEVELOPMENT PLANS
 FOR
STONY CREEK NORTH
 BEAUFORT COUNTY, SOUTH CAROLINA

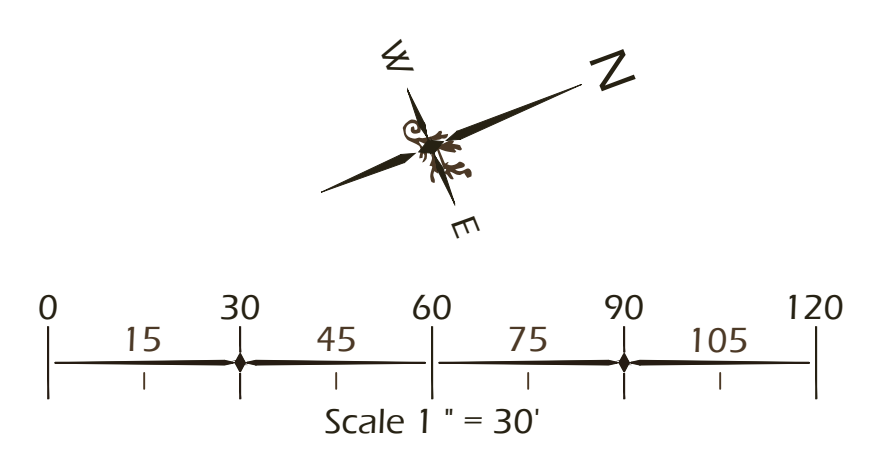
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PROJECT NO.:	21125.01
DRAWN BY:	MC/AS
CHECKED BY:	DK

FINAL SUBMITTAL PLAN, NOT FOR CONSTRUCTION

REVISIONS:

DRAWING TITLE
LODGE REFERENCE PLAN

DRAWING NUMBER
L400



FINAL DEVELOPMENT PLANS
 FOR
STONY CREEK NORTH
 BEAUFORT COUNTY, SOUTH CAROLINA

DATE: SEPT. 08, 2023
 PROJECT NO.: 21125.01
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FINAL SUBMITTAL
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REVISIONS:

DRAWING TITLE
LODGE SITE PLAN

DRAWING NUMBER
L401



PAVING SCHEDULE

CALL-OUT	SYMB.	DESCRIPTION	DETAIL
2.1	[Symbol]	GRAVEL DRIVE	1/L405
2.2	[Symbol]	BRICK APRON	2/L405
2.3	[Symbol]	BRICK WALK / LANDING / PATIO	3/L405
NA		BORDERS, REFER TO DETAILS 2/L405, 3/L405	NA

NOTE: MATERIAL SYMBOLS / HATCHES ARE GRAPHIC IN NATURE AND ARE NOT INTENDED TO BE TO SCALE. REFER TO SITE DETAILS AND LAYOUT PLANS FOR SIZES AND DIMENSIONS.

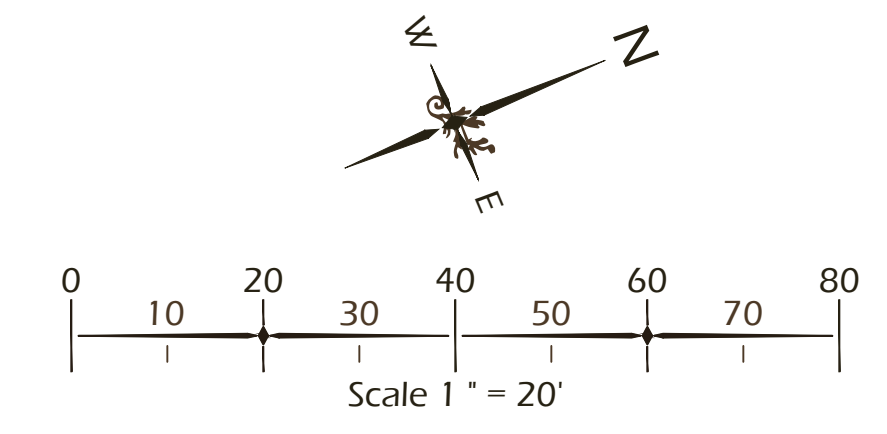
SITE DETAILS LEGEND

CALL-OUT	DESCRIPTION	DETAIL
7.1	TYPICAL HOMESITE ENTRY GATE	4/L405

KEY SHEET REFERENCE NOTES:
 (Symbol) LANDING WIDTH TO EQUAL WIDTH OF STAIRS.

SITE COVERAGE

IMPERVIOUS COVERAGE	ACTUAL COVERAGE (SF)	ALLOWABLE COVERAGE (SF)
CARRIAGE HOUSE FOOTPRINT(S)	1,617	
LODGE FOOTPRINT(S)	4,817	
TOTAL IMPERVIOUS	6,434	



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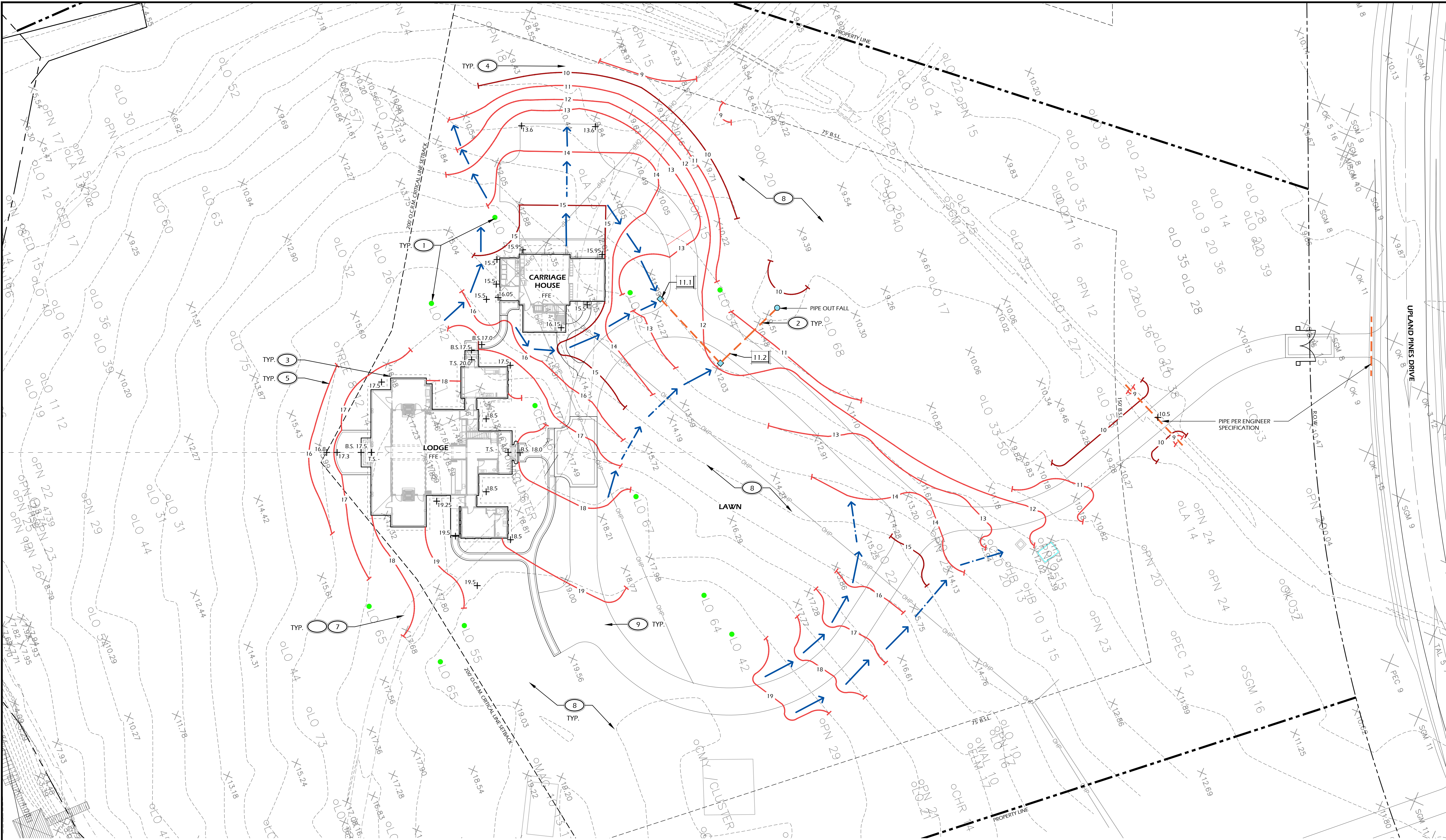
**FINAL SUBMITTAL
 PLAN, NOT FOR
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REVISIONS:

DRAWING TITLE
LODGE GRADING PLAN

DRAWING NUMBER

L402



DRAINAGE LEGEND			
CALL-OUT	SYMB.	DESCRIPTION	DETAIL
11.1		24" AREA DRAIN	5/L405
11.2		12" PIPE	6/L405

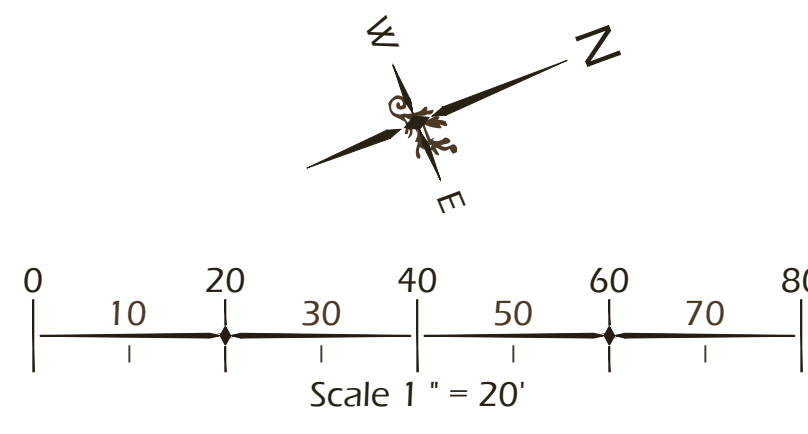
NOTE: DRAINAGE SYMBOLS ARE GRAPHIC IN NATURE AND ARE NOT INTENDED TO BE TO SCALE. REFER TO SITE DETAILS FOR SIZES AND DIMENSIONS. IF NOT LOCATED ON PLAN AND SUB SURFACE DRAINAGE IS NEEDED, CONTRACTOR SHALL SUPPLY AREA DRAINS, FRENCH DRAINS AND DRY WELLS AS REQUIRED TO PROMOTE PROPER STORMWATER DRAINAGE (REFER TO DRAINAGE DETAILS, SHEET L6)

GRADING LEGEND	
SYMB.	DESCRIPTION
+	SPOT GRADE
	DRAINAGE ARROW
	PROPOSED CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	EXISTING GRADE

GRADING ABBREVIATIONS			
ABBR.	DESCRIPTION	ABBR.	DESCRIPTION
BC	BOTTOM OF COLUMN	HP	HIGH POINT
BOC	BOTTOM OF CURB	RIM	TOP OF DRAIN
BS	BOTTOM OF STEP	TC	TOP OF COLUMN
BW	BOTTOM OF WALL	TOC	TOP OF CURB
FFE	FINISHED FLOOR ELEVATION	TS	TOP OF STEP
FG	FINISHED GRADE	TW	TOP OF WALL
LP	LOW POINT		

GRADING REFERENCE NOTES:

- 1 MINIMIZE DISTURBANCE AROUND TREES TO REMAIN.
- 2 FIELD LOCATE DRAIN LINE TO AVOID EXISTING TREE ROOTS.
- 3 CONTRACTOR SHALL TIE THE GUTTER DOWNSPOUTS INTO SUBSURFACE DRAINAGE SYSTEM WHENEVER POSSIBLE.
- 4 TIE INTO EXISTING GRADE. MEET SMOOTHLY AND EVENLY.
- 5 FEATHER BOTTOM OF SLOPE SMOOTHLY TO MEET EXISTING CONDITIONS.
- 6 CREATE SWALE AND BERM TO DIRECT WATER AWAY FROM HOUSE AND ADJACENT PROPERTIES.
- 7 PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING AND ADJACENT PROPERTY LINES.
- 8 DIRECT STORMWATER TOWARDS RIVER OR ROAD. DRAINAGE SHALL NOT BE DIRECTED TOWARDS ADJACENT PROPERTY. CONTRACTOR SHALL PROVIDE SUPPLEMENTAL AREA DRAINS, FRENCH DRAINS, AND DRY WELLS AS REQUIRED TO PROMOTE PROPER STORMWATER DRAINAGE. REFER TO SITE DETAILS.
- 9 GENERAL CONTRACTOR SHALL PROVIDE STRUCTURAL SUBGRADE FOR DRIVEWAY. CONTRACTOR SHALL ADJUST GRADES TO PROVIDE POSITIVE DRAINAGE TO ROADWAY AND NATURAL AREAS.



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LODGE PLANTING PLAN

DRAWING NUMBER

L403



LIGHTING SCHEDULE

CALL-OUT	SYMB.	QTY.	DESCRIPTION	DETAIL
10.X	[Symbol]	X	PATH LIGHT	X/LX
10.X	[Symbol]	X	NOSE LIGHT	X/LX
10.X	[Symbol]	X	UP LIGHT	X/LX
10.X	[Symbol]	X	GAS LANTERN	X/LX

NOTE: LIGHTING SYMBOLS ARE GRAPHIC IN NATURE AND ARE NOT INTENDED TO BE TO SCALE. REFER TO SITE DETAILS FOR SIZES AND DIMENSIONS.

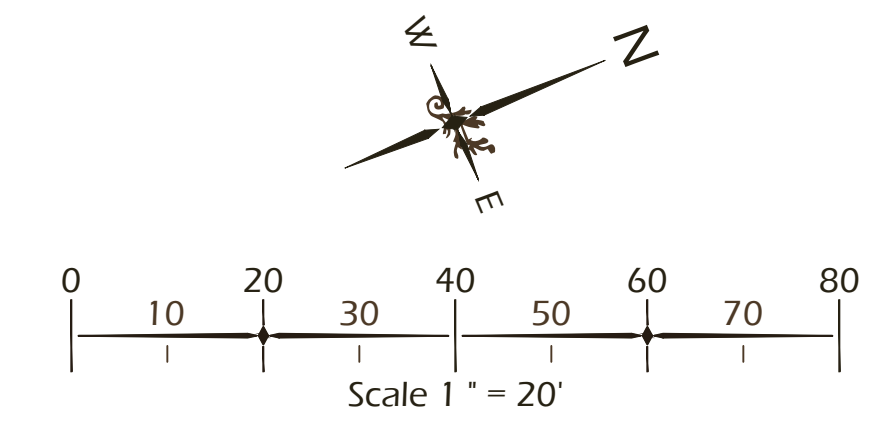
PLANTING DETAILS

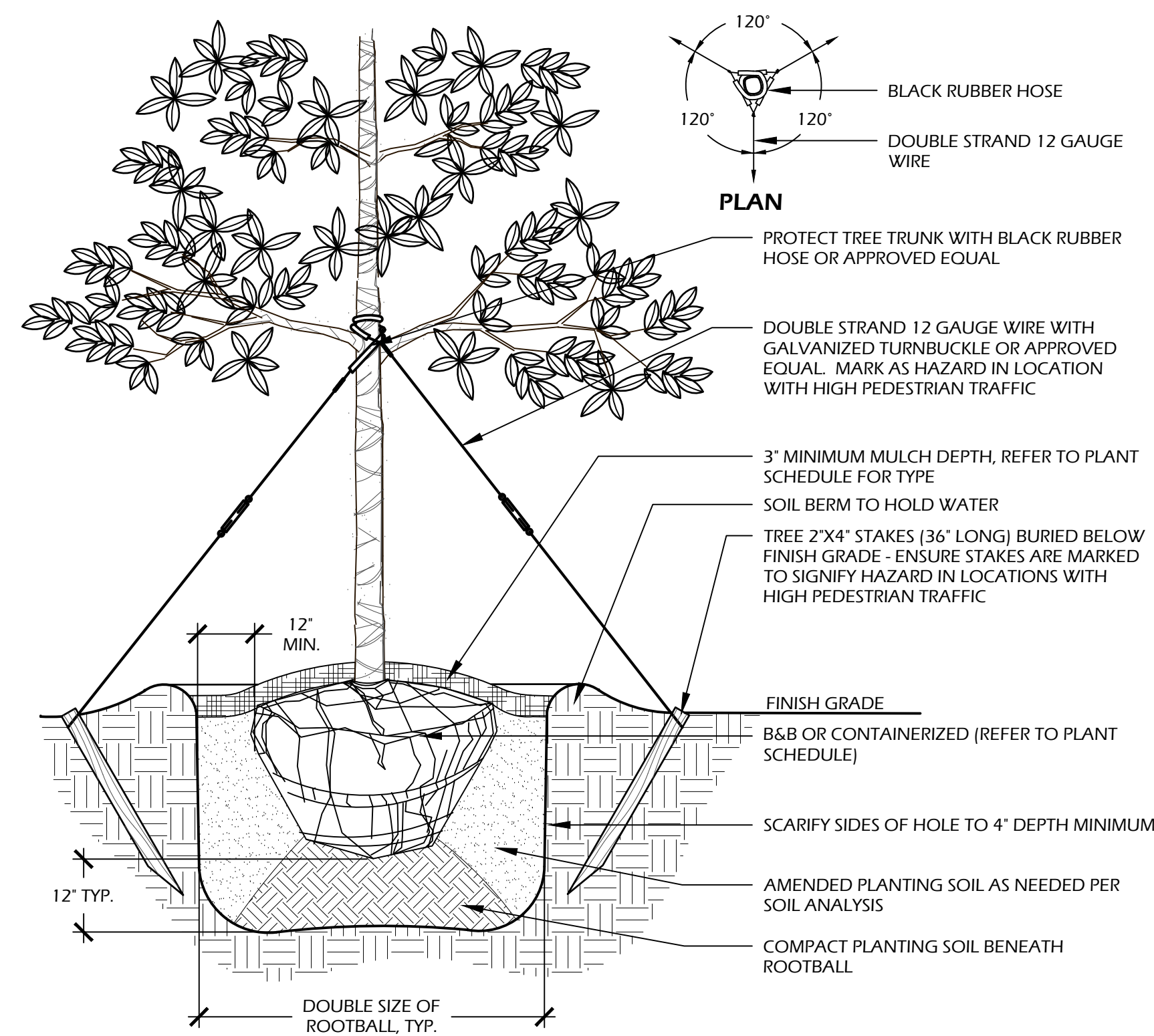
CALL-OUT	DESCRIPTION	DETAIL
14.1	TREE PLANTING	1/L5
14.2	PALM TREE PLANTING	2/L5
14.3	SHRUB PLANTING	3/L5
14.4	GROUND COVER PLANTING	4/L5

PLANT KEY LEGEND

PLANTING REFERENCE NOTES:

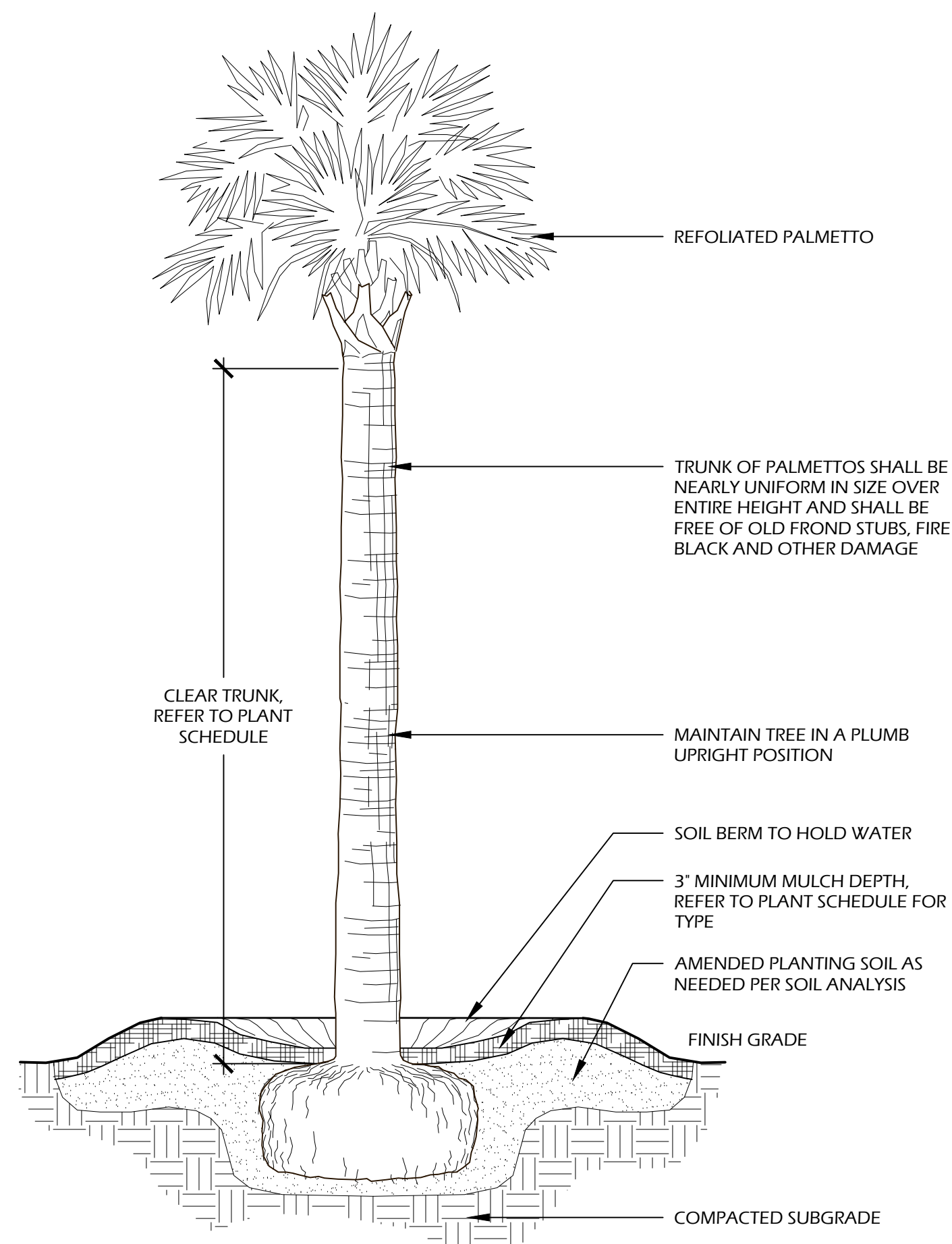
- 1 EXISTING TREES TO REMAIN.
- 2 EXISTING TREES TO BE REMOVED.
- 3 UNDISTURBED BUFFER.
- 4 CONTRACTOR SHALL REPAIR OR REPLACE ANY AND ALL GRASS DAMAGED DURING CONSTRUCTION.
- 5 REVEGETATE DISTURBED AREAS, DUE TO CONSTRUCTION, WITH NATIVE LANDSCAPE PLANTINGS (SOD, SEED MIXES).
- 6 CONTRACTOR SHALL REVEGETATE UTILITY CORRIDOR AS REQUIRED BY THE PALMETTO BLUFF D.R.B.
- 7 SELECTIVELY THIN AND UNDERBRUSH, REMOVE DEAD LIMBS AND PINE STRAW DISTURBED AREAS ± 15' ALONG SIDE OF ROADWAY / ALONG BED EDGE.
- 8 SELECTIVELY THIN AND UNDERBRUSH, ANY AND ALL TREE OR SHRUB REMOVAL TO BE REVIEW BY AN ARBORIST AND APPROVED BY THE PALMETTO BLUFF D.R.B. PRIOR TO CONSTRUCTION.
- 9 MULCH DISTURBED AREAS DUE TO CONSTRUCTION.
- 10 MULCH RING.
- 11 MULCH ACCESS PATH.
- 12 MULCH OR GRAVEL FINES PATH.
- 13 STAKE TREES IN THIS AREA FOR REVIEW BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- 14 STAKE TYPICAL SHRUB LAYOUT IN THIS AREA PRIOR TO INSTALLATION.
- 15 ALIGN ALL PALM TREES, AT FRONT OF BUILDING, WITH BUILDING COLUMNS.
- 16 ALIGN SHRUB LAYOUT GRID WITH PAVEMENT GRID.
- 17 CAREFULLY EXCAVATE SHRUB PITS IN VICINITY OF EXISTING TREES, WITHOUT DISTURBING TREE ROOTS.
- 18 COORDINATE SHRUB LAYOUT WITH EXISTING UTILITIES. REPORT ANY CONFLICTS TO LANDSCAPE ARCHITECT.
- 19 PROTECT AREA DRAIN FROM CLOGGING DURING INSTALLATION OF PLANTS AND MULCH. MAINTAIN FUNCTIONALITY AND POSITIVE PITCH TO DRAIN.
- 20 PROVIDE 2" P.V.C. CONDUIT FOR IRRIGATION TO PLANTERS.





- NOTES:**
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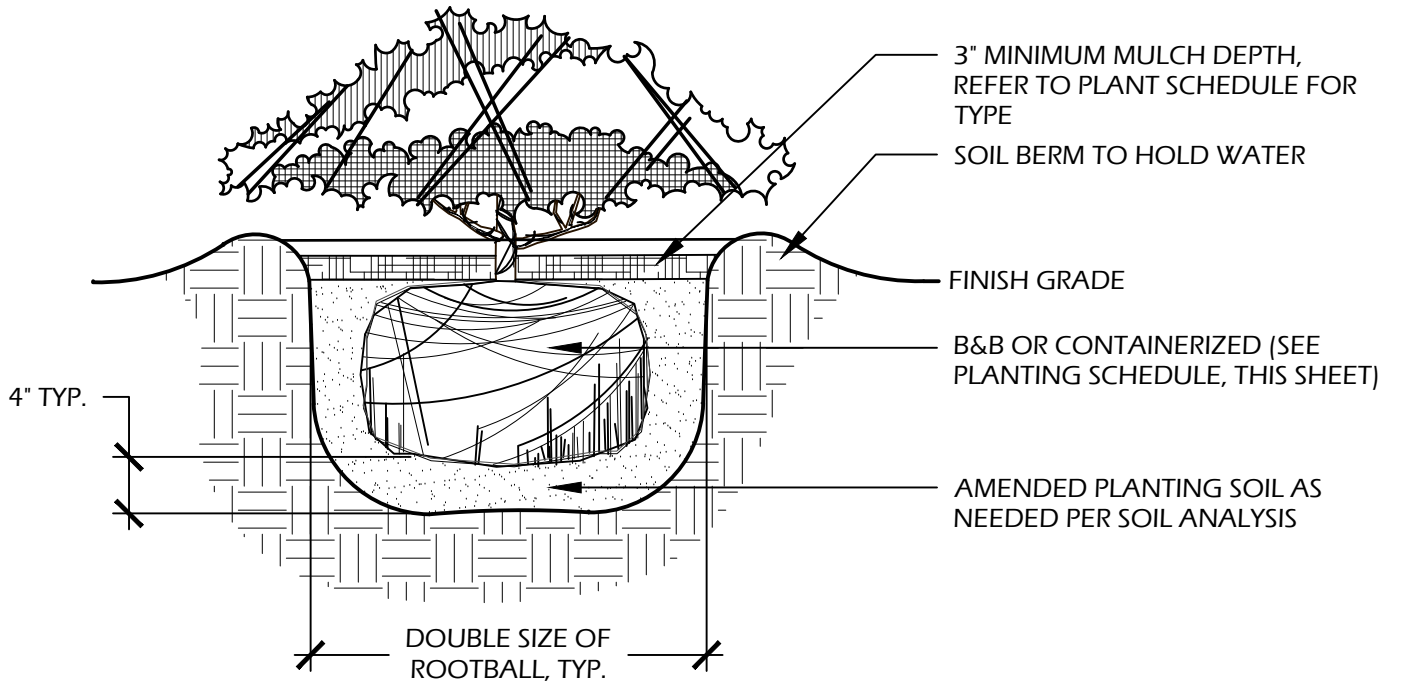
1 // L501 TREE PLANTING
SCALE: N.T.S.



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 3. SABAL PALMETTOS SHALL BE REFOLIATED, PROTECT CABBAGE HEAD FROM DAMAGE.

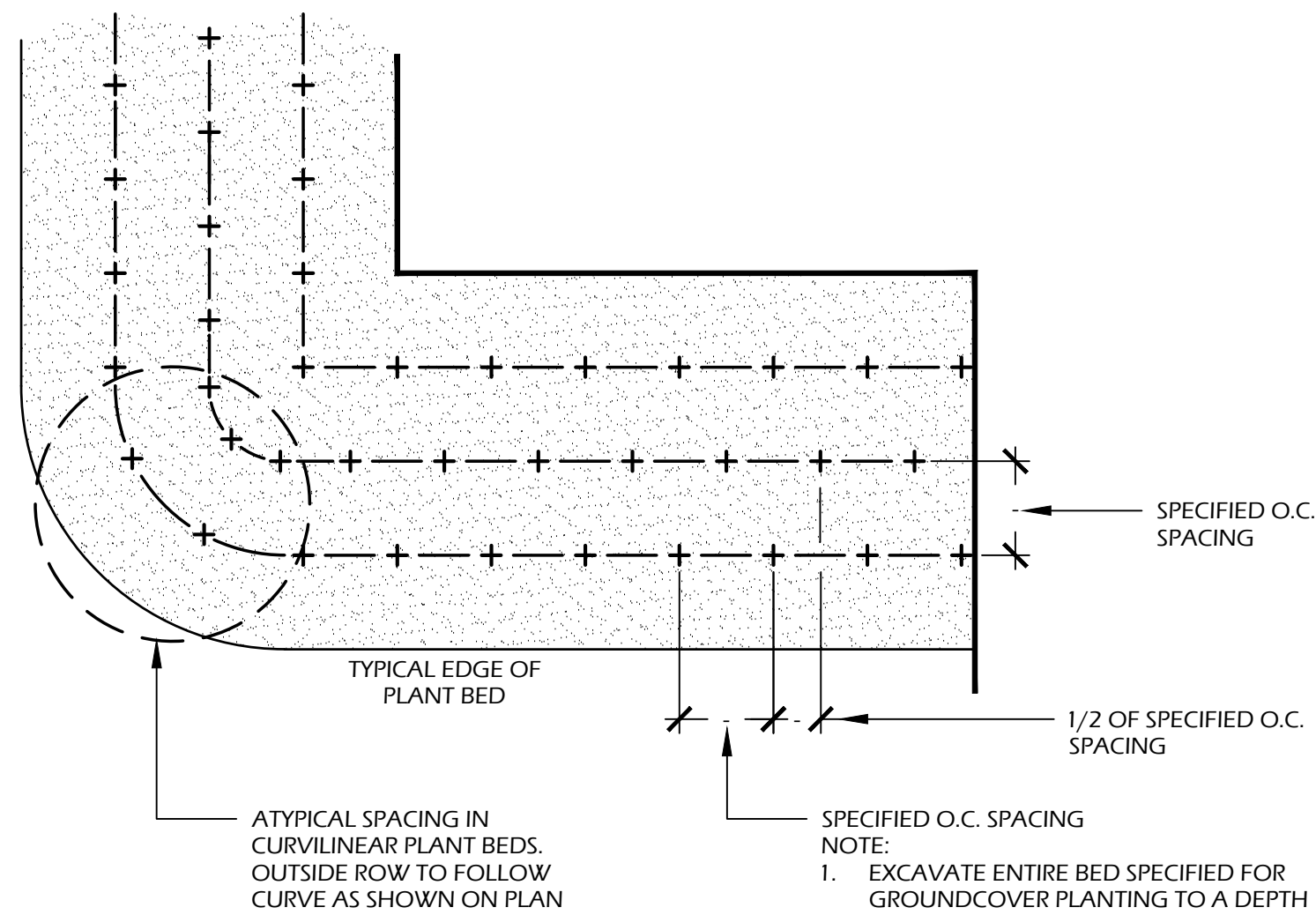
2 // L501 PALM TREE PLANTING
SCALE: N.T.S.

PLANT SCHEDULE: _____



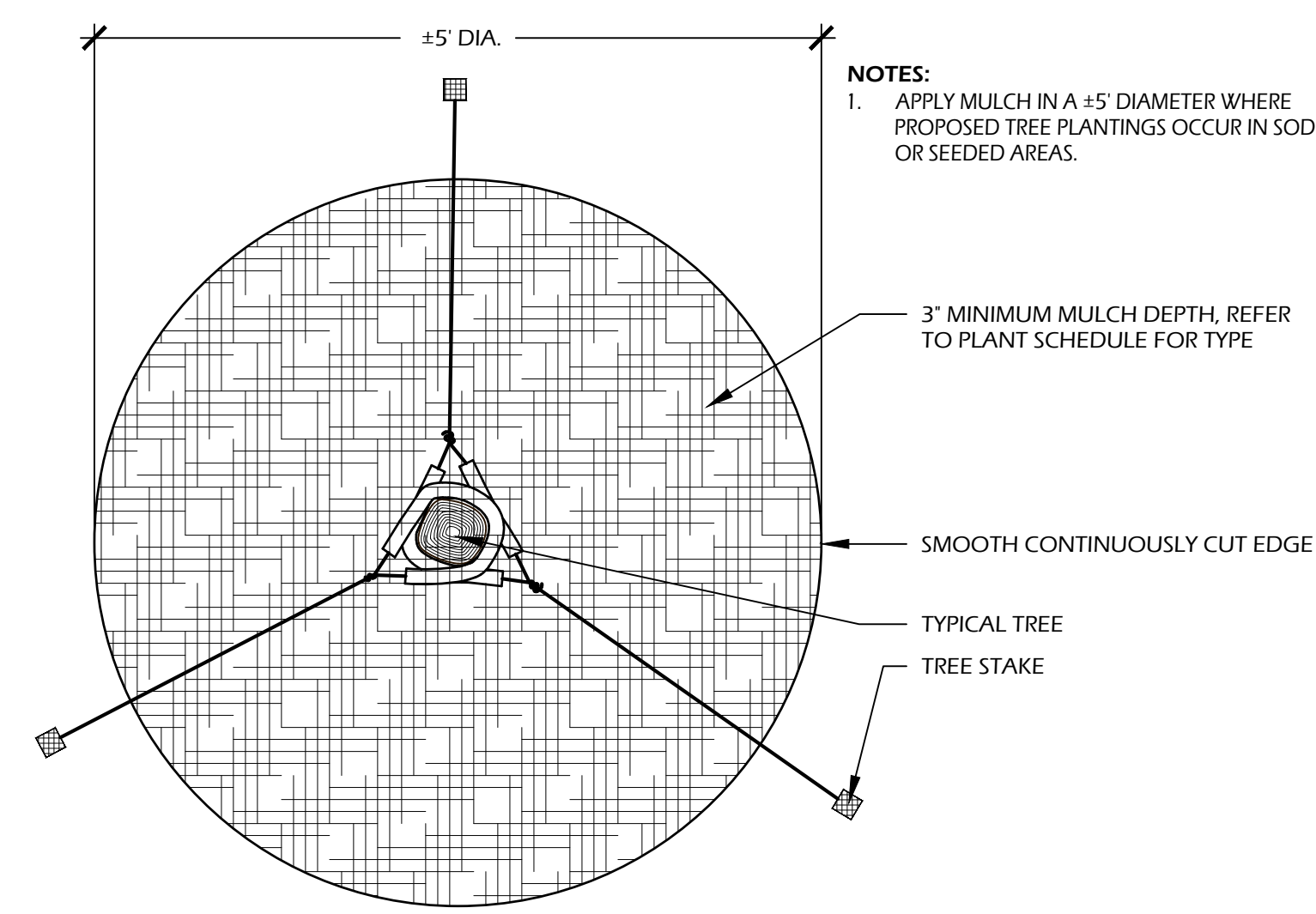
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3 // L501 SHRUB PLANTING
SCALE: N.T.S.



- NOTES:**
1. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER PLANTING TO A DEPTH OF 12"

4 // L501 GROUND COVER PLANTING
SCALE: N.T.S.



- NOTES:**
1. APPLY MULCH IN A ±5' DIAMETER WHERE PROPOSED TREE PLANTINGS OCCUR IN SOIL OR SEEDING AREAS.

5 // L501 TREE STAKING
SCALE: N.T.S.

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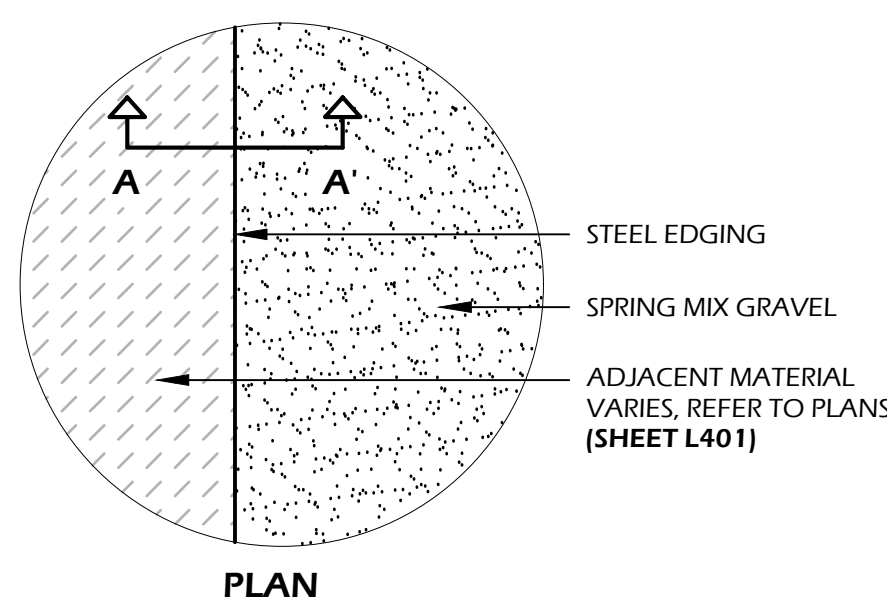
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FINAL SUBMITTAL PLAN, NOT FOR CONSTRUCTION

REVISIONS:

DRAWING TITLE
LODGE PLANT SCHEDULE AND DETAILS

DRAWING NUMBER
L404

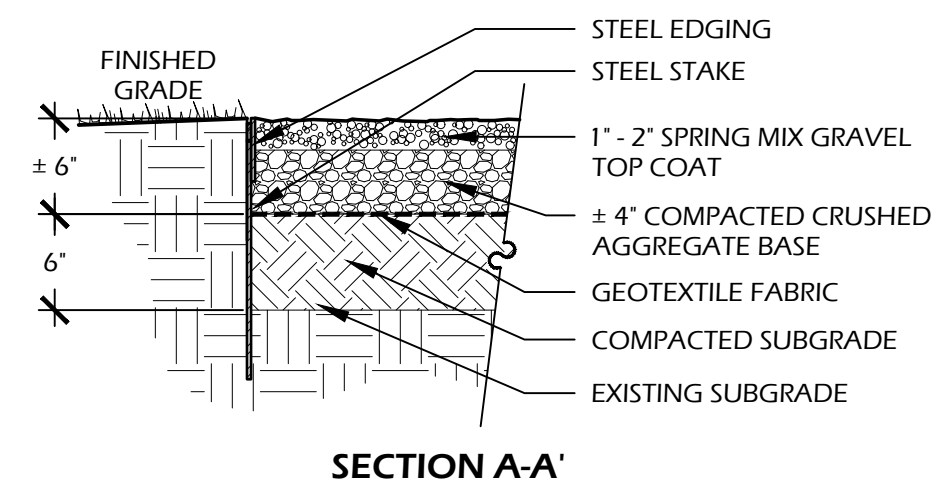


EDGING AND STAKE INFORMATION:
MANUFACTURER:
 BORDER CONCEPTS, INC.
 7621 LITTLE AVE., SUITE 426
 CHARLOTTE, NC 28226
PHONE: (800) 845.3343
WEB: WWW.BORDERCONCEPTS.COM

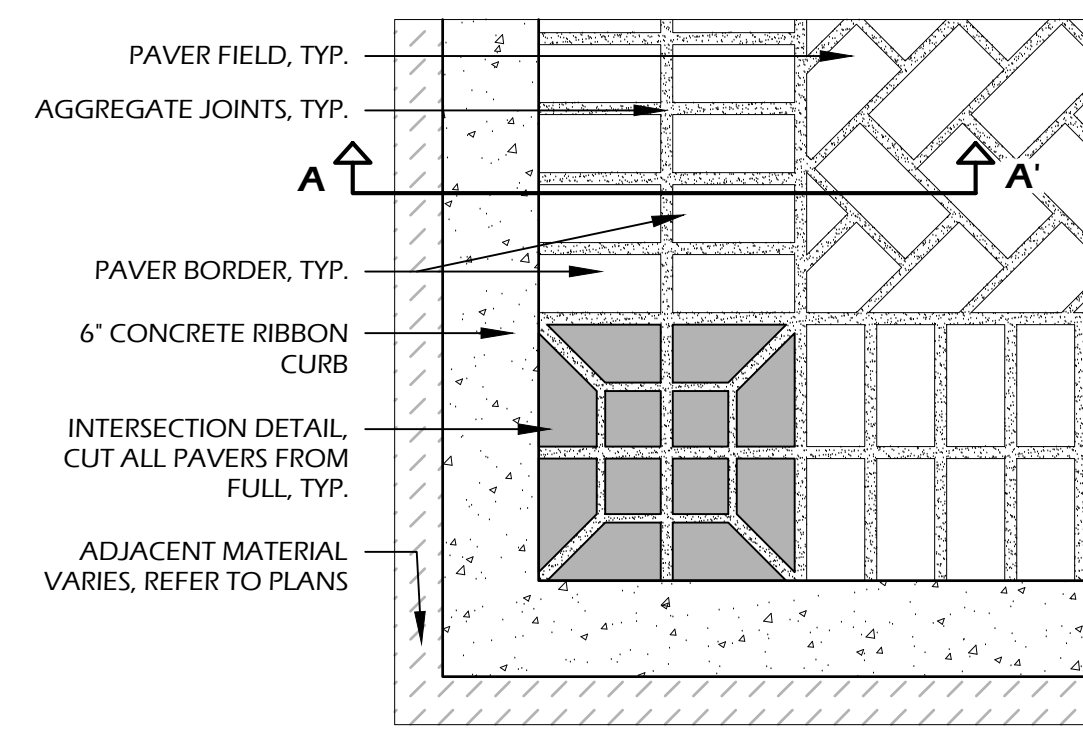
STEEL EDGE: BORDER GUARD 3/16" X 4" X 16"
STAKES: STANDARD STAKE 3/16" THICK X 15"
 LONG (6 PER 16')

NOTE: INSTALL FLUSH PER MANUFACTURERS SPECIFICATIONS

OTHER INFORMATION:
GEOTEXTILE FABRIC: TYPAR 3401 OR APPROVED EQUAL
SOIL COMPACTION: 95% STANDARD PROCTOR



SECTION A-A'



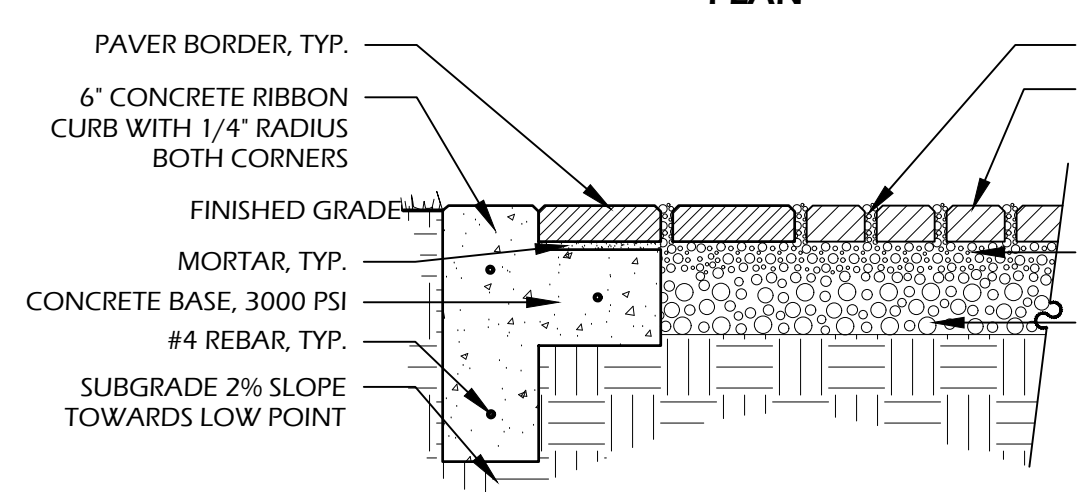
- NOTES:**
- CONTRACTOR SHALL OBTAIN MANUFACTURERS SPECIFICATIONS TO ENSURE PROPER LOADS, COURSE DEPTHS AND INSTALLATION.
 - PROVIDE 1% MIN., 2% MAX. CROSS SLOPE ON ALL PAVED SURFACES FOR POSITIVE DRAINAGE.
 - REFER TO PLAN (SHEET L100) FOR WIDTHS OF DRIVE AND LOCATION OF PAVEMENT BORDERS.
 - CONTRACTOR SHALL COORDINATE BORDERS AND PATTERN WITH OWNERS REPRESENTATIVE PRIOR TO CONSTRUCTION.
 - UPON REQUEST, CONTRACTOR SHALL PROVIDE 4'X4' PAVING PANELS OF ALTERNATIVE COLORS PRIOR TO CONSTRUCTION FOR APPROVAL BY OWNER OR LANDSCAPE ARCHITECT AND PALMETTO BLUFF D.R.B.

PAVER MANUFACTURER INFORMATION:
 PINE HALL BRICK COMPANY
 2701 SHOREFAIR DR.
 WINSTON-SALEM, NC. 27105
PHONE: (800) 334.8689
WEB: WWW.PINEHALLBRICK.COM

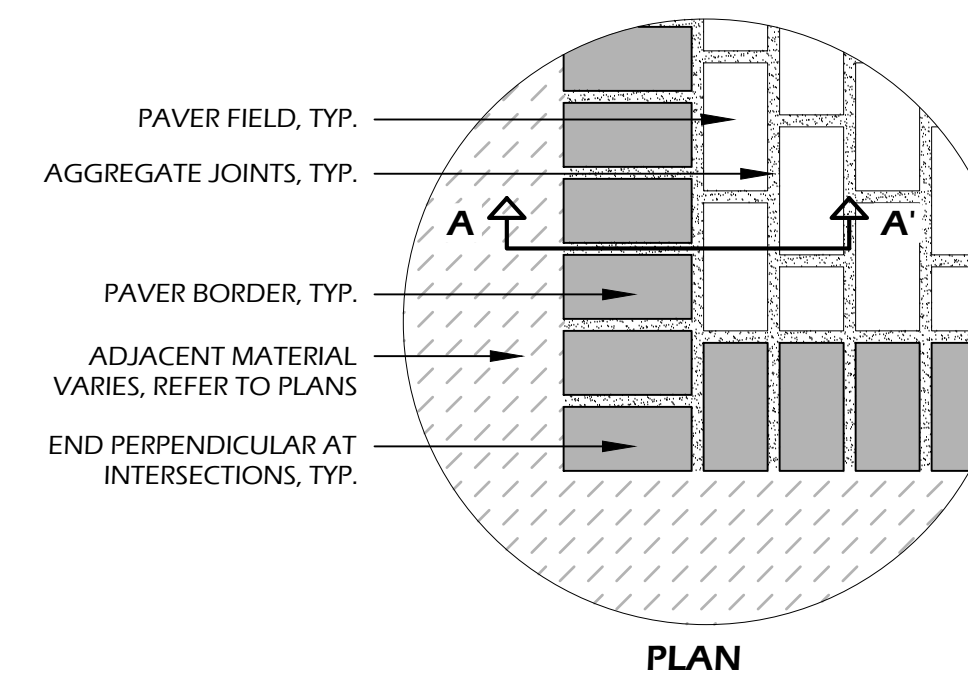
BRICK: STORM PAVE PERMEABLE PAVEMENT (2-1/4" OR 2-3/4" THICK AS PER SPECIFICATIONS FOR VEHICULAR DRIVEWAY)
COLOR: COCOA
PATTERN: HERRINGBONE FIELD (REFER TO PLAN SHEET L100 FOR DIRECTION) WITH SINGLE HEADER COURSE BORDER

JOINTS: WASHED FRACTURED OPEN-GRADED STONE #89 AGGREGATE
BEDDING COURSE: 1/4" - 3/8" WASHED FRACTURED OPEN-GRADED STONE #89 AGGREGATE
BASE COURSE: 3/4" WASHED FRACTURES OPEN-GRADED STONE (NO FINES) #57 AGGREGATE

GEOTEXTILE INFORMATION:
GEOTEXTILE FABRIC: TYPAR 3401 OR APPROVED EQUAL



SECTION A-A'



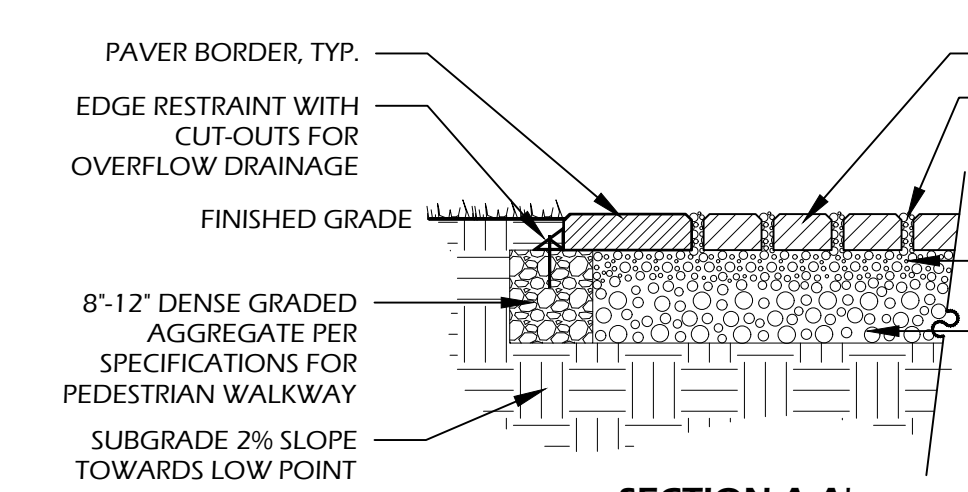
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 - PROVIDE 1% MIN., 2% MAX. CROSS SLOPE ON ALL PAVED SURFACES FOR POSITIVE DRAINAGE.
 - REFER TO PLAN (SHEET L401) FOR WIDTHS OF DRIVE AND LOCATION OF PAVEMENT BORDERS.
 - CONTRACTOR SHALL COORDINATE BORDERS AND PATTERN WITH OWNERS REPRESENTATIVE PRIOR TO CONSTRUCTION.
 - UPON REQUEST, CONTRACTOR SHALL PROVIDE 4'X4' PAVING PANELS OF ALTERNATIVE COLORS PRIOR TO CONSTRUCTION FOR APPROVAL BY OWNER OR LANDSCAPE ARCHITECT.

PAVER MANUFACTURER INFORMATION:
 PINE HALL BRICK COMPANY
 2701 SHOREFAIR DR.
 WINSTON-SALEM, NC. 27105
PHONE: (800) 334.8689
WEB: WWW.PINEHALLBRICK.COM

BRICK: STORM PAVE PERMEABLE PAVEMENT (2-1/4" OR 2-3/4" THICK AS PER SPECIFICATIONS FOR PEDESTRIAN WALKWAY)
COLOR: COCOA
PATTERN: HERRINGBONE FIELD WITH SINGLE HEADER COURSE BORDER

JOINTS: WASHED FRACTURED OPEN-GRADED STONE #89 AGGREGATE
BEDDING COURSE: 1/4" - 3/8" WASHED FRACTURED OPEN-GRADED STONE #89 AGGREGATE
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GEOTEXTILE INFORMATION:
GEOTEXTILE FABRIC: TYPAR 3401 OR APPROVED EQUAL

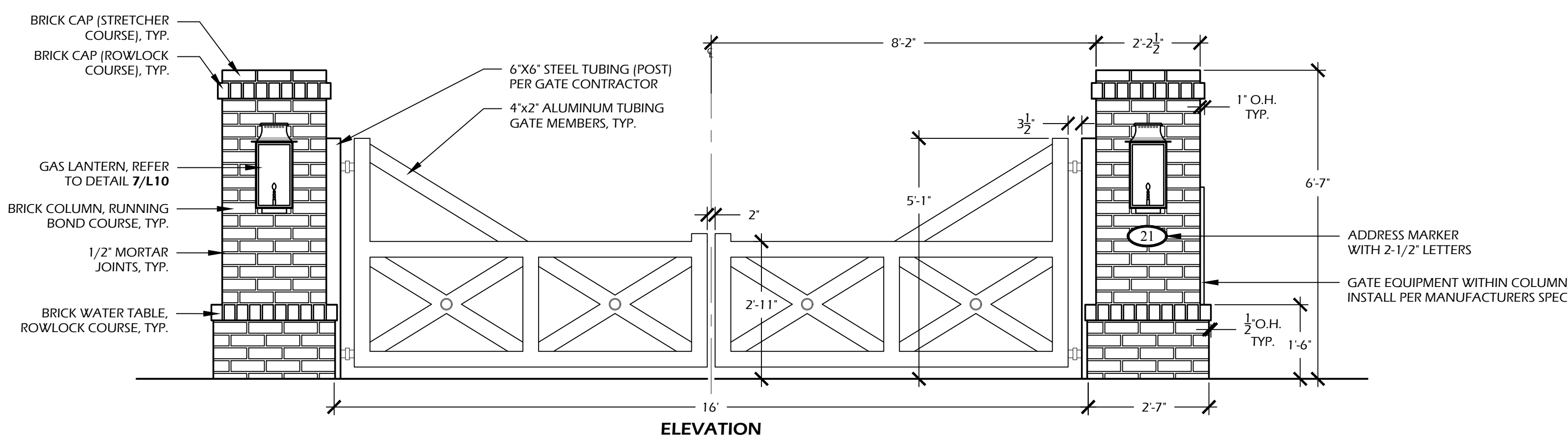


SECTION A-A'

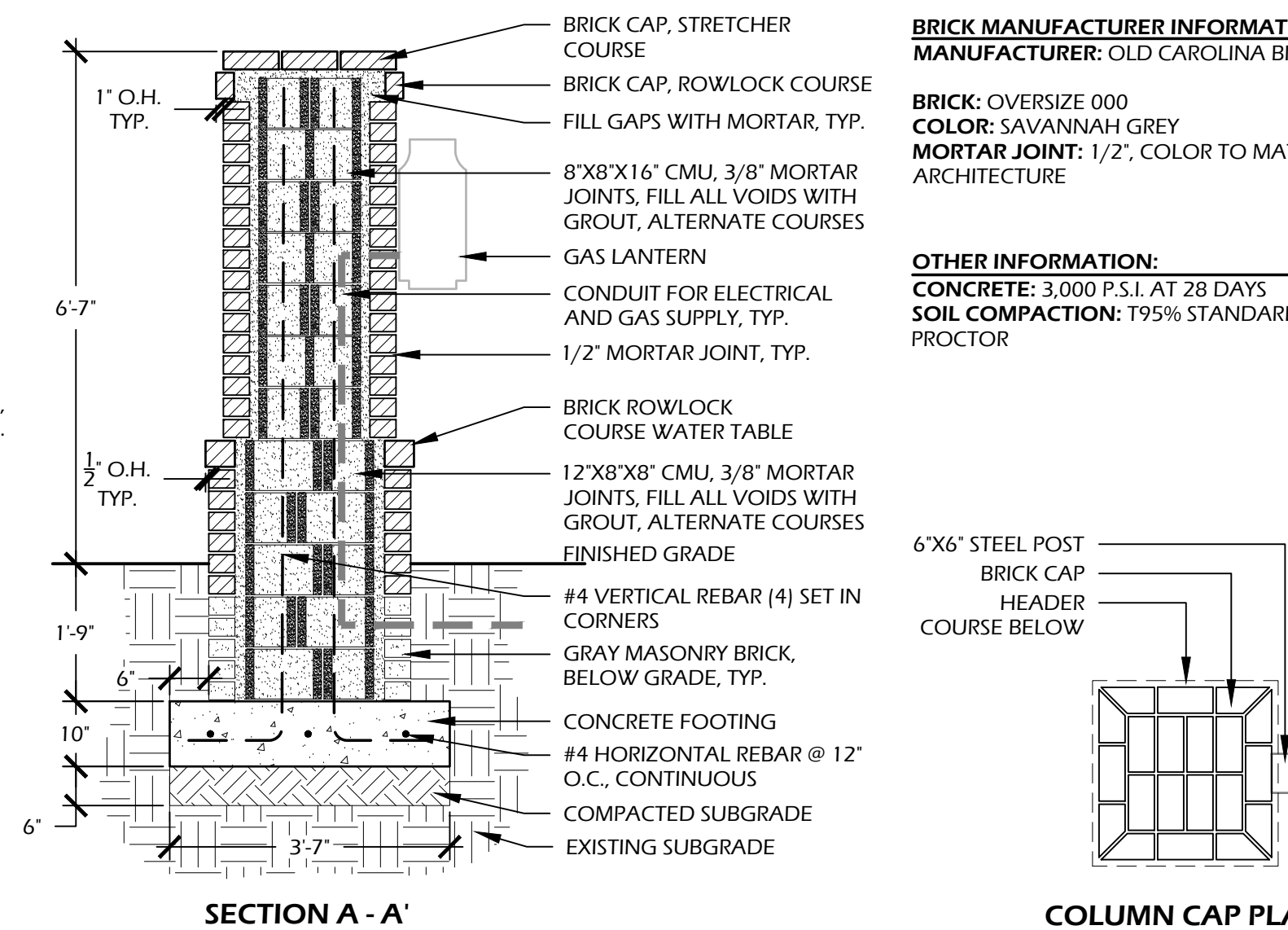
1 // L405 GRAVEL DRIVE
 SCALE: 1" = 1'-0"

2 // L405 BRICK APRON
 SCALE: 1" = 1'-0"

3 // L405 BRICK WALK
 SCALE: 1" = 1'-0"



ELEVATION



SECTION A-A'

COLUMN CAP PLAN

BRICK MANUFACTURER INFORMATION:
MANUFACTURER: OLD CAROLINA BRICK

BRICK: OVERSIZE 000
COLOR: SAVANNAH GREY
MORTAR JOINT: 1/2". COLOR TO MATCH ARCHITECTURE

OTHER INFORMATION:
CONCRETE: 3,000 P.S.I. AT 28 DAYS
SOIL COMPACTION: 95% STANDARD PROCTOR

GATE SPECIFICATION:

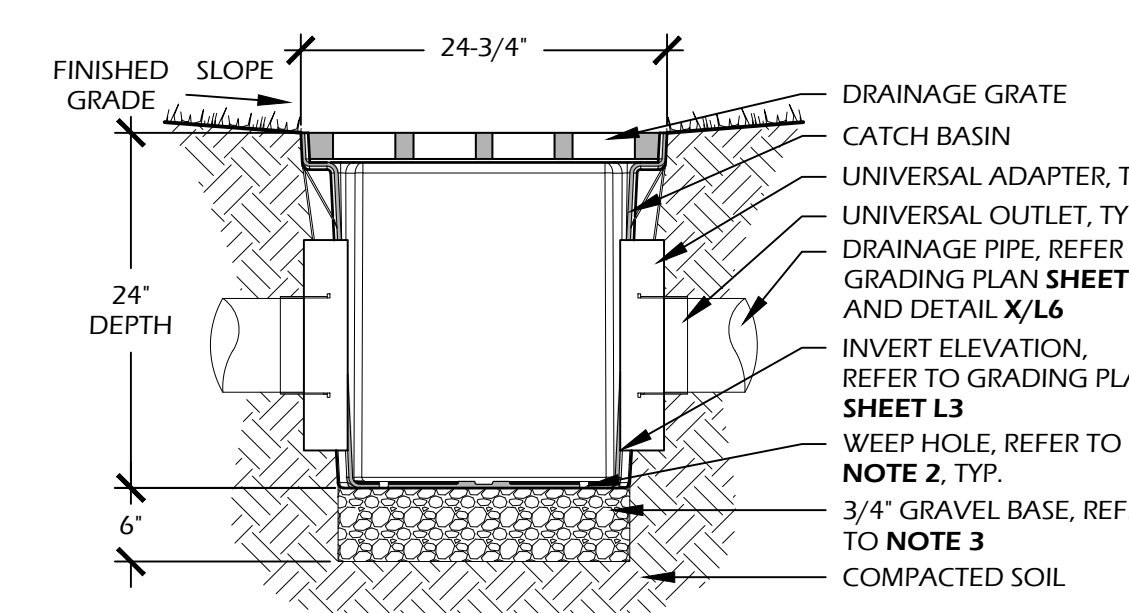
POSTS: COMMERCIAL GRADE STEEL, POWDER COATED PAINT TO MATCH
GATE: COMMERCIAL GRADE ALUMINUM TUBING, CUSTOM BUILT
COLOR: CHARLESTON GREEN. FINAL COLOR TO BE APPROVED BY LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE
HARDWARE: METAL, HEAVY DUTY, BLACK IN COLOR
OPENING MECHANISM: BY GATE MANUFACTURER

OWNER TO APPROVE ALL HARDWARE AND OPENING MECHANISMS PRIOR TO INSTALLATION

GENERAL NOTES:

- PRIOR TO FABRICATION VERIFY ROAD/DRIVE GRADES AND CLEARANCE FOR GATE OPENING. VERIFY SITE CONDITIONS INCLUDING, BUT NOT LIMITED TO GATE OPENING WIDTHS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE SHOP DRAWINGS AND STRUCTURAL DRAWINGS TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
- CONTRACTOR TO PROVIDE SAMPLE OF ALL METAL ATTACHMENTS, HINGES, ETC. TO BE APPROVED BY OWNER OR OWNERS REPRESENTATIVE PRIOR TO ORDERING AND INSTALLATION.
- ALL ALUMINUM FRAMING MEMBERS TO BE WELDED TOGETHER, TYP.
- CONTRACTOR TO CONFIRM GATE OPENING AND HINGE ATTACHMENTS TO STEEL POST PRIOR TO CONSTRUCTION. GATES SHALL BE EQUIPPED WITH AUTOMATED OPENING HARDWARE. ALL KEYPADS, WEIGHT SENSORS, TIMERS, ETC. ASSOCIATED WITH GATE OPERATION SHALL BE INCLUDED IN ALL SHOP DRAWINGS.
- GATE SYSTEM TO COMPLY WITH LOCAL, STATE, AND FEDERAL CODES (INCLUDES COMPLIANCE WITH UL325 AND ASTM F2200).
- CONTRACTOR TO COORDINATE WITH OWNER OR OWNERS REPRESENTATIVE FOR FINAL GATE AND CONTROLLED ENTRANCE SYSTEM PREFERENCES.
- CONTRACTOR TO PROVIDE ALL CONDUIT/JUNCTION BOXES REQUIRED FROM ACCESS CONTROL SYSTEM TO GATES, POWER SOURCE, READERS, ETC.
- COORDINATE SWING GATE OPERATORS WITH FINAL GATE WEIGHT AND DESIGN.
- ALL WELDS SHALL BE CONTINUOUS AND GROUND SMOOTH PRIOR TO POWDER COATING. FIELD WELDS WILL NOT BE APPROVED.
- CMU'S SHALL HAVE 3/8" MORTAR JOINTS, ALTERNATING COURSES AND FILLED SOLID WITH CONCRETE.
- AUTOMATIC GATE ACCESS TO INCLUDE 'CLICK-TO-ENTER' EMERGENCY ACCESS.

4 // L405 TYPICAL HOMESITE ENTRY GATE
 SCALE: 1/2" = 1'-0"



- NOTES:**
- THIS DETAIL IS USED FOR DESIGN INTENT ONLY. REFER TO MANUFACTURERS DETAIL AND SPECIFICATIONS FOR ACTUAL INSTALLATION.
 - DRILL 1/8" WEEP HOLE TYPICAL OF 4 PLACES AT BOTTOM CORNERS.
 - GRAVEL BASE SHALL BE USED TO PREVENT STANDING WATER.
 - GRATE TO BE ATTACHED TO CATCH BASIN WITH SCREWS PROVIDED AT TIME OF INSTALLATION.
 - RISER (IF NEEDED) CAN BE CUT TO ACHIEVE EXACT ELEVATION, DO NOT USE OVER FIVE (5) RISERS WITH CATCH BASIN.
 - N.D.S. ADAPTERS THAT FIT THIS CATCH BASIN ARE AS FOLLOWS: #1242, #1243, #1245, #1246, #1888 AND #1889. USE #1206 IF PLUGGING AN OUTLET. #2410 NEEDED FOR ALL CONNECTIONS.
 - EXISTING SOILS SHOULD BE EVALUATED TO ENSURE PROPER STRUCTURAL AND PERMEABILITY PROPERTIES.
 - DO NOT SCALE DRAWING.
 - THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY.
 - ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
 - CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT WWW.CADDDETAILS.COM/INFO AND ENTER REFERENCE NUMBER 558-199 AND / OR 558-203.

MANUFACTURER INFO:
 NATIONAL DIVERSIFIED SALES, INC.
 851 N. HARVARD AVE.
 LINDSEY, CA. 92329
PHONE: (800) 726.1994
WEB: WWW.NDSPRO.COM

UNIVERSAL ADAPTER: #2410, 10" AND 12" UNIVERSAL ADAPTER
ADAPTER COLOR: BLACK
ADAPTER INFO: H.D.P.E.

DRAINAGE GRATE: #2411, 24"X24" SQUARE GRATE
GRATE COLOR: BLACK
GRATE INFO: H.D.P.E. WITH STRUCTURAL FOAM GRATE WITH U.V. INHIBITOR

UNIVERSAL OUTLET: #1266, 6" UNIVERSAL LOCKING OUTLET AND #1206, 6" UNIVERSAL ADAPTER PLUG
OUTLET COLOR: BLACK
OUTLET INFO: STYRENE. USE ADAPTER PLUG AS REQUIRED (WHERE ONLY ONE DRAIN LINE RUNS INTO CATCH BASIN)

CATCH BASIN: #2400, 24"X24" CATCH BASIN, 2 OPENINGS
BASE COLOR: BLACK
BASE INFO: ONE PIECE TAPERED CATCH BASIN H.D.P.E. WITH STRUCTURAL FOAM

RISER: #2418, 24"X24" CATCH BASIN EXTENSION, BLACK, H.D.P.E. WITH STRUCTURAL FOAM. USE AS REQUIRED



5 // L405 24" AREA DRAIN
 SCALE: N.T.S.



© 2022 WJK LTD.
 DESIGN CONCEPTS, DRAWING, SHEETS, LOGOS, SPECIFICATIONS, DETAILS, WRITTEN MATERIAL SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART IN ANY FORM WITHOUT PRIOR WRITTEN CONSENT OF WJK LTD.
 THIS SHEET TO SCALE AT 30"X42"

FINAL DEVELOPMENT PLANS FOR
STONY CREEK NORTH
 BEAUFORT COUNTY, SOUTH CAROLINA

DATE: SEPT. 08, 2023
 PROJECT NO.: 21125.01
 DRAWN BY: MC/AS
 CHECKED BY: DK

FINAL SUBMITTAL PLAN, NOT FOR CONSTRUCTION

REVISIONS:

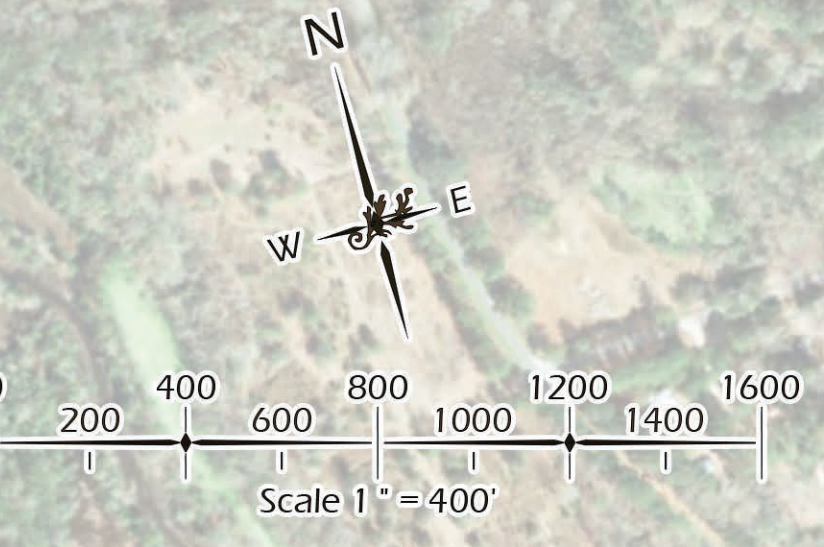
DRAWING TITLE
LODGE DETAILS

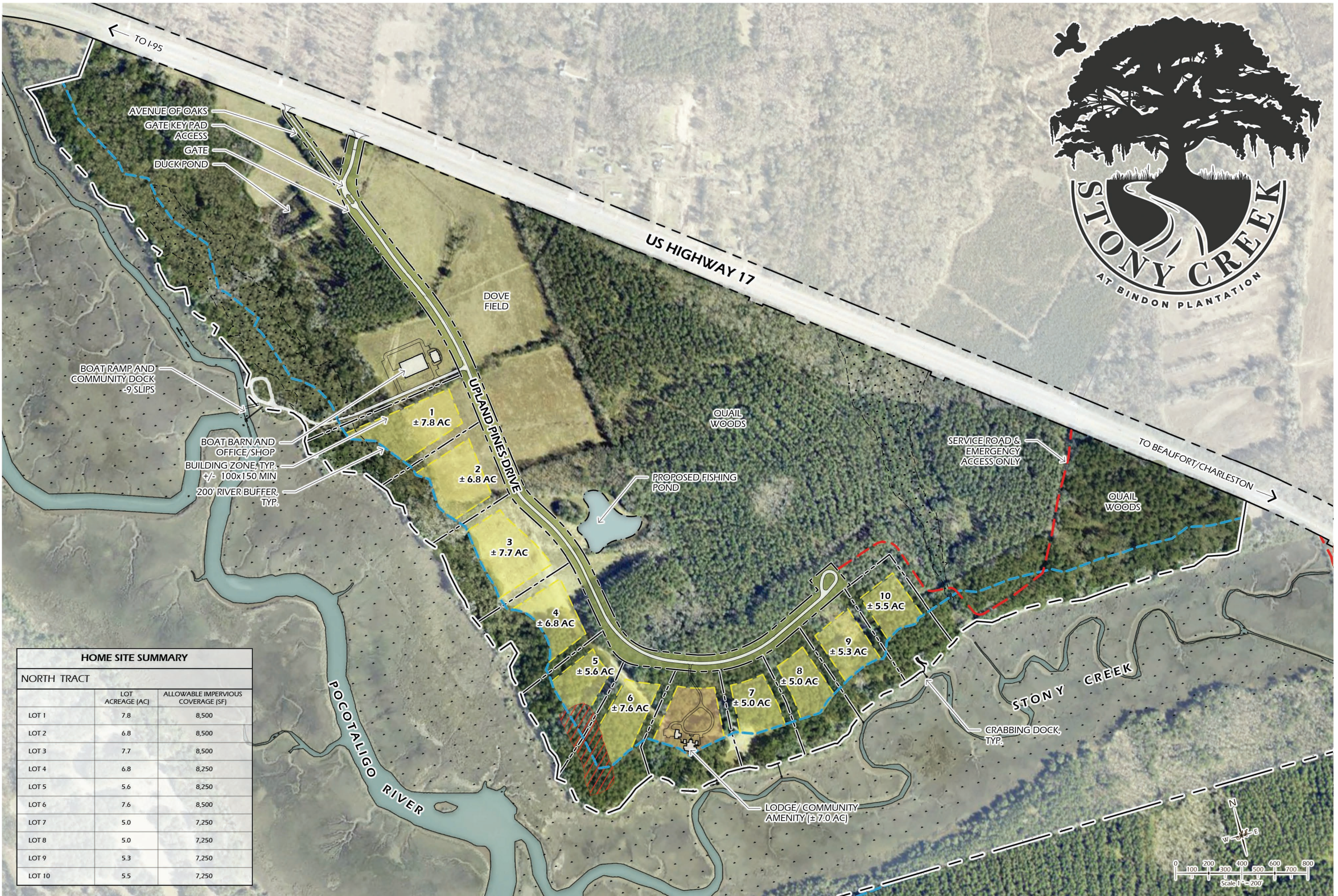
DRAWING NUMBER
L405



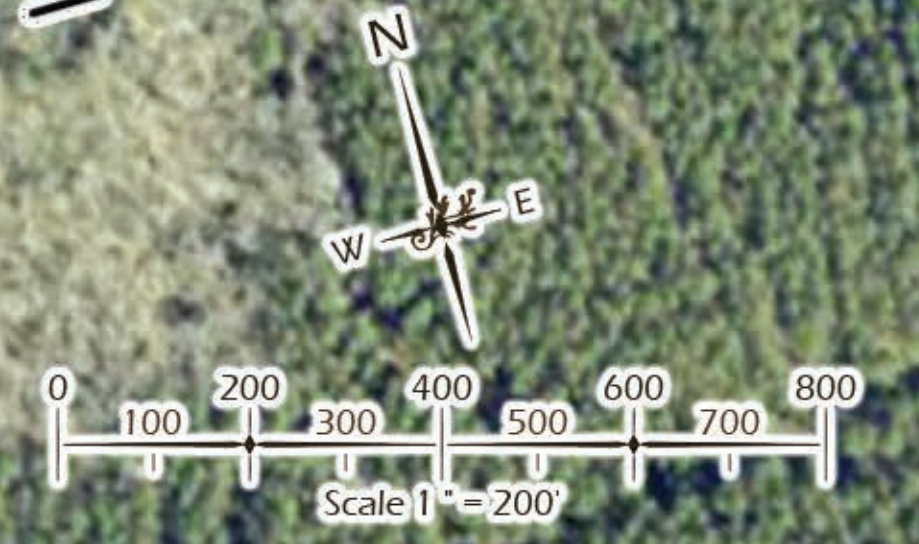
HOME SITE SUMMARY		
NORTH TRACT		
LOT	LOT ACREAGE (AC)	ALLOWABLE IMPERVIOUS COVERAGE (SF)
LOT 1	7.8	8,500
LOT 2	6.8	8,500
LOT 3	7.7	8,500
LOT 4	6.8	8,250
LOT 5	5.6	8,250
LOT 6	7.6	8,500
LOT 7	5.0	7,250
LOT 8	5.0	7,250
LOT 9	5.3	7,250
LOT 10	5.5	7,250
SOUTH TRACT		
LOT	LOT ACREAGE (AC)	ALLOWABLE IMPERVIOUS COVERAGE (SF)
LOT 11	13.4	8,500
LOT 12	9.1	8,500
LOT 13	6.9	8,500
LOT 14	7.8	8,500
LOT 15	7.8	8,500
LOT 16	10.4	8,500
LOT 17	7.0	8,500
LOT 18	14.8	8,500
LOT 19	17.2	12,000
LOT 20	18.7	12,000

- LEGEND**
- (A) BOAT BARN AND OFFICE
 - (B) LODGE
 - (C) POLE BARN AND DOG KENNELS





HOME SITE SUMMARY		
NORTH TRACT		
	LOT ACREAGE (AC)	ALLOWABLE IMPERVIOUS COVERAGE (SF)
LOT 1	7.8	8,500
LOT 2	6.8	8,500
LOT 3	7.7	8,500
LOT 4	6.8	8,250
LOT 5	5.6	8,250
LOT 6	7.6	8,500
LOT 7	5.0	7,250
LOT 8	5.0	7,250
LOT 9	5.3	7,250
LOT 10	5.5	7,250



**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
STONY CREEK AT BINDON**

This document was prepared by:
Barry L. Johnson, Attorney at Law
JOHNSON & DAVIS, PA
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10 Pinckney Colony Road
Bluffton, SC 29909
(843) 815-7121

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) **DECLARATION OF COVENANTS,
 CONDITIONS, AND RESTRICTIONS FOR
 STONY CREEK AT BINDON**

This Declaration of Covenants, Conditions, and Restrictions for **STONY CREEK AT BINDON**, (“Declaration”) is made this _____ day of _____, 2023 by Stony Creek at Bindon, LLC, a North Carolina limited liability company (“Declarant”).

1. Creation of the Community.

1.1 Historical Conservation. The lands of Stony Creek at Bindon have a rich historical, archaeological, and economic role in the history of the South Carolina Lowcountry. These lands (hereinafter, the “Property”) are conserved by (a) The Conservation Easement (+ description and recording data), and (b) The Archaeology Covenants (+ description and recording data). By this Declaration, the Declarant intends to implement and abide by The Conservation Easement and by The Archaeology Covenants which, with the provisions of this Declaration, run with the title to the Property and are and shall be binding upon all Persons having any right, title, or interest in any portion of the Property, their legal representative, heirs, successors, and assigns.

1.2 Purpose and Intent. Declarant is the owner of that certain parcel of land located in Beaufort County, South Carolina more particularly described in the attached **Exhibit A** (the “Property”). Declarant, by recording this Declaration desires to subject the Property to the provisions of this Declaration to establish a general plan of development for the residential Community to be known as Stony Creek at Bindon (hereinafter, sometimes, the “Community”). This document does not, and is not intended to, create a horizontal property regime under South Carolina law.

1.3 Binding Effect and Duration; Rules Against Perpetuities.

(a) All property described in **Exhibit A**, and any additional property which is made a part of STONY CREEK AT BINDON in the future by recording one or more Supplemental Declarations (all, collectively, the “Property”), shall be owned, conveyed and used subject to all of the provisions of The Conservation Easement, of the Archaeology Covenants, and of this Declaration, which shall run with the title to all such Property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Property, their legal representatives, heirs, successors and assigns.

(b) This Declaration, as it may be amended, shall remain in effect and shall be enforceable by Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date the original Declaration was recorded. After such time, this Declaration shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then-Owners has been recorded within the year preceding any extension, agreeing to terminate this Declaration, in which case it shall terminate as of the date specified in such instrument Notwithstanding this, if any provision of this Declaration would be unlawful, void, or voidable by reason of any South Carolina law restricting the

period of time that covenants on land may be enforced, such provision, only, shall expire 21 years after the death of the last survivor of the descendants of H. Chris Ramm, living at the time of recording of the original Declaration. However, nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder and, if different, the beneficiary of such easement.

1.4 Allowed Uses. The Community is designed to include 20 Lots for single-family detached residential uses only, with Community focus on nature, hunting, and fishing amenities and activities. Various additional structures may be built, and operated, from time to time, by the Declarant and/or the Association for these amenities, such as lodge/carriage house, barn, dog kennels, office, shop, boat storage building and facility, community dock and boat ramp. No other uses are allowed for commercial, industrial, institutional, manufacturing or other forms of residential uses. No short-term rentals (defined as less than 12 consecutive months) are allowed within the Community).

1.5 Governing Documents. The Community's Governing Documents consist of:

- (a) The Conservation Easement;
- (b) The Archaeology Covenants;
- (c) this Declaration and any Supplemental Declaration, and any amendments thereto, including any restatements thereof;
- (d) the Association's Articles of Incorporation and Bylaws;
- (e) the Restrictions and Rules;
- (f) the Conservation Guidelines;
- (g) Resolutions of the Association's Board of Directors; and
- (h) Decisions of the Declarant,

all as they may be supplemented, restated, and/or amended. The Governing Documents apply to all Owners and occupants of the Property, as well as to their respective mortgagees, tenants, guests, and invitees. If a Lot is leased, the lease shall provide that the tenant and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents.

2. **Definitions.** The following words and terms, when used in this Declaration, or any Supplemental Declaration, including any amendments of either, unless the context clearly shall indicate otherwise, shall have the following meanings.

2.1 "Articles of Incorporation". The Articles of Incorporation for Stony Creek at Bindon Association, Inc., as filed, or to be filed, with the South Carolina Secretary of State, as they may be supplemented, restated, and/or amended.

2.2 "Association". Stony Creek at Bindon Association, Inc., a South Carolina non-profit corporation, its successors or assigns.

2.3 "Board of Directors". The body responsible for administration of the Association, selected as provided in the Declaration and Bylaws and generally serving the same role as a board of directors under South Carolina corporate law.

2.4 “Buildable Area”. That portion of each Lot within the Community within which all buildings must be constructed and maintained, the Buildable Area for each Lot is defined in the Community Guidelines.

2.5 “Bylaws”. The Bylaws of the Association, as they may be amended, a copy of which is attached to this Declaration as **Exhibit B**.

2.6 “Class A Members”. All Owners, with the exception of the Class “B” Member as defined in §6.3(a) hereof.

2.7 “Class B Member” Declarant, as defined in §6.3(b) hereof.

2.8 “Common Area”. All real and personal property including, but not limited to, improvements, easements, roads, and rights of way, which the Association owns, leases, or otherwise holds possessory or use rights in, for the common use and enjoyment of the Owners.

2.9 “Common Expenses”. The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may deem necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include any expenses incurred prior to Turnover for initial development or other original construction costs of Declarant unless approved by Members representing a majority of the total Class “A” votes in the Association. Future payments due under leases of capital improvements such as streetlights, etc. shall not be considered an initial development or original construction costs.

2.10 “Community”. The real estate development now known as Stony Creek at Bindon.

2.11 “Community Standard”. The standard of conduct, maintenance, or other activity generally prevailing at the Community, or the minimum standards established pursuant to the Governing Documents, including but not limited to the Conservation Guidelines, Restrictions and Rules, and Board Resolutions, Declarant Decisions, whichever is the highest standard. Declarant shall establish initially such Community Standard and it may contain both objective and subjective elements. The Community Standard may evolve as development progresses and as the needs and desires within the Community change.

2.12 “Conservation Guidelines”. The guidelines and standards for architecture, design, construction, landscaping, and exterior items on structures on the Property, adopted pursuant to §4, as they may be supplemented, restated, and/or amended.

2.13 “Declarant”. Stony Creek at Bindon, LLC, a North Carolina limited liability company, its successors and assigns. “Declarant” also includes any successor Declarant who has received assignment from the original Declarant or Successor Declarant of Declarant Rights hereunder.

2.14 “Design Review Board”. The Board established, or to be established by the Association’s Board to review and approve exterior improvements, additions, landscaping,

lighting, signs on Lots and Common Area within the Community, as provided in Article 4 of this Declaration.

2.15 "Governing Documents". A collective term referring to the documents identified in §1.5 of this Declaration, all as they may be, from time to time amended, supplemented, restated, and/or amended.

2.16 "Lot". A portion of the Property, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as a detached residence, and accessory structures, for a single family. The term shall also refer to the land, if any, which is part of the Lot as well as any improvements thereon.

2.17 "Master Plan". The plan which sets forth the schematics of the general plan of development of the Community. This plan may be altered and changed at any time, and from time to time by the Declarant prior to Turnover, without approval of the Association, or of Members or Owners, except that any such changes cannot change a Lot owned by a Member without that Member's written consent and, also, cannot change so as to violate the Conservation Easement applicable to the Property, as long as the Conservation Easement is valid. The Initial Master Plan is attached hereto as **Exhibit C**.

2.18 "Member". An Owner entitled to membership in the Association.

2.19 "Mortgage". Any mortgage used for the purpose of encumbering real property within the Property as security for the payment or satisfaction of an obligation.

2.20 "Mortgagee". The holder of a Mortgage.

2.21 "Owner". One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation; provided, however, that no one Lot in the Community may be owned by more than four (4) individual natural persons, nor by an entity (whether or not, for tax purposes a "disregarded entity") or trustee of a trust in which more than four (4) natural persons have a beneficial interest.

2.22 "Plans". "Plans" are defined in §4.3 (b) (i) hereof.

2.23 "Person". A natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity (whether or not, for tax purposes a "disregarded entity").

2.24 "Property". The Property described in §1.1 hereof and in **Exhibit A**.

2.25 "Rules and Regulations". The initial regulations and rules for the Community, as set forth in **Exhibit D**, as they may be supplemented, restated, and/or amended.

2.26 "Supplemental Declaration". A recorded instrument which subjects additional property to the terms of this Declaration pursuant to §1.2 hereof.

2.27 "Turnover". The point in time when Declarant turns over all of Declarant's rights under this Declaration to the Association, including ownership of the Common Area, which

may occur, partly or wholly, at any time after the date of recording of this Declaration, in the sole discretion of Declarant; provided, however, that Turnover to the Association shall automatically occur when Declarant shall cease to own at least one (1) Lot within the Property, or on December 31, 2050, whichever occurs first.

2.28 “Work”. See the definition contained in §4.2(a) hereof.

3. Use and Conduct; Regulations.

3.1 Framework for Regulation. The Governing Documents establish, as part of the general plan of development for the Property, a framework of affirmative and negative covenants, obligations, easements, and restrictions which govern the Community including, but not limited to, the initial Restrictions and Rules set forth in **Exhibit D**. Within that framework, the Declarant, the Association and the Board, and the Members must and do have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technology. Therefore, this Section establishes procedures for modifying and expanding the Restrictions and Rules.

3.2 Development of the Property. All Lots within the Property (a) shall be and are hereby restricted exclusively to single-family residential use; and (b) shall be developed and built upon only for detached single-family dwelling purposes, with such accessory structures as are allowed herein.

3.3 Rule Making Authority.

Architectural Design Standards and Guidelines.

(a) The authority to establish and amend Architectural Design Standards and Guidelines is set forth in Article 4 hereof.

(b) Prior to any action taken under this Section becoming effective, the Board shall send a copy of the new rule or explanation of any changes to the Restrictions and Rules to each Owner. The effective date shall be not less than thirty (30) days following the date of such distribution to Owners. The Association shall provide, without cost, a copy of the Restrictions and Rules then in effect to any requesting Member or Mortgagee.

(c) No action taken under this Section shall have the effect of modifying, repealing, or expanding the Architectural Design Standards and Guidelines or any provision of this Declaration other than the Restrictions and Rules. In the event of a conflict between the Architectural Design Standards and Guidelines and the Restrictions and Rules, the Architectural Design Standards and Guidelines shall control.

(d) The procedures required under this Section shall not apply to the enactment and enforcement of administrative rules and regulations governing use of the Common Area unless the Board chooses in its discretion to submit those to such procedures. Examples of such administrative rules and regulations for the Common Area shall include, but not be limited to, hours of operation of a recreational, storage or docking facility,

storage compounds for recreational vehicles, boats, trailers, maintenance and service yards and compounds, dog kennels; community hunting, shooting, and fishing facilities; the Stony Creek Lodge; speed limits on private roads, and the method and fees for allocating or reserving use of a facility (if permitted) by particular Owners at particular times; establishment of security systems, procedures, practices and personnel, and procedures appropriate to have a controlled gate entry system to secure the Community.

(e) The Association shall prescribe, design, and provide the location of the mailbox kiosk for the Community. Initially, it will be in a temporary location. Mail boxes are not allowed elsewhere in the Community.

(f) No docks, piers, etc. may be constructed or maintained, except as are designated by the Declarant and the Association as Community recreational areas open to all Owners and their guests in any phase of development, to include fishing, canoeing and kayaking; provided, however, that only electric motors are permitted in any lake, pond or canal within the Community.

(g) Commercial activities are not allowed on any of the Lots within the Community except those that are considered home businesses which are characterized by infrequent, less-than-daily, visits by customers or commercial representatives and that do not require parking other than on the subject Lot.

(h) The Association may allow gardening to take place within designated Common Areas of the Community and the Association will allow gardening for herbs, vegetables, etc. for personal use only, limited to the Buildable Area of Lots.

(i) Owners may not park vehicles, trailers, etc., on streets, except that their guests may park briefly, for periods not exceeding six hours, on streets for parties, family gatherings, etc., provided they do not block traffic. No jet skis, trailers, campers, recreational vehicles, or boats are allowed to be parked on Lot driveways or garage aprons. The parking of golf carts is allowed on Lot driveways and garage aprons, as well as within garages.

3.4 Owners' Acknowledgment and Notice to Purchasers. All Owners are given notice that use of their Lots and the Common Area is limited by the Restrictions and Rules (**Exhibit D**) as amended, expanded, and otherwise modified from time to time. Each Owner, by acceptance of a deed to his/her/its Lot, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected by this provision and that the Restrictions and Rules may change from time to time. All purchasers of Lots are on notice that the Association may have adopted changes. Copies of the current Restrictions and Rules may be obtained from the Association or the Declarant.

3.5 Protection of Owners and Others. Except as may be set forth in this Declaration (either initially or by supplement, restatement, or amendment) or in the initial Restrictions and Rules set forth in **Exhibit D**, all Restrictions and Rules shall comply with the following provisions:

(a) Similar Treatment. Similarly-situated Owners shall be treated reasonably similarly.

(b) Displays and Signs. The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures on their Lots of the kinds normally displayed in dwellings located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions with respect to displays visible from outside the dwelling.

(c) Household Composition. No rule shall interfere with the freedom of Owners to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Lot on the basis of the size and facilities of the Lot, its home, and its fair use of the Common Area.

(d) Activities Within Dwellings. No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

(e) Allocation of Burdens and Benefits. No rule shall alter the allocation of financial burdens among the various Lots or rights to use the Common Area, in accordance with the Governing Documents, to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from adopting generally-applicable rules, including use and service fees, for use of Common Area, or from denying use privileges to those who are delinquent in paying assessments, abuse the Common Area, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments.

(f) Reasonable Rights to Develop. No rule or action by the Association or Board shall unreasonably impede Declarant's right to develop or market the Property, including changes to the Master Plan. The limitations in subsections (a) through (e) of this §3.6 shall only limit rule-making authority exercised under §3.3; they shall not apply to supplements, restatements or amendments to this Declaration.

4. Conservation, Architecture, and Landscaping.

4.1 General.

(a) Scope. No structure or thing shall be placed, constructed, erected, installed, maintained, or posted on the Property or in the waters adjacent to the Property, and no improvements or other work (including docks, staking, clearing, excavation, grading, and other site work; exterior alterations of existing improvements; or planting or removal of

landscaping) shall take place within the Property or the waters adjacent to the Property, except in compliance with this Article 4 and the Conservation Guidelines. No signage shall be placed, erected, installed, or displayed on any portion of the Property except for signage installed by Declarant or the Association unless such signage has been approved pursuant to this Section.

(b) The minimum conditioned square footage of the Main House on each Lot is 2,500 square feet.

(c) No building shall have a height exceeding the limits set forth in The Conservation Easement and, otherwise, shall be subject to the Conservation Guidelines.

(d) The Owners are required to maintain, in a park-like manner, the Buildable Area within their individual Lots, and, also, to maintain the Lot's front buffer zone so as to eliminate growth of non-native plant species, and to provide a cohesive aesthetic along the frontage of all the Lots, as outlined in the Conservation Guidelines.

(i) Homes may be not constructed within the Community by an Owner acting as his/her/its own contractor, unless that Owner is a general contractor licensed in South Carolina. All homes built within the Community must be built by general contractors licensed in South Carolina and Beaufort County.

(ii) Construction on each Lot must be completed to the point of issuance of the applicable Certificate of Occupancy by Beaufort County within thirty (30) months following the issuance of the Beaufort County Building Permit. If the Certificate of Occupancy shall not have been issued within the said thirty (30) month period, and no extension has been granted in writing by Declarant or the ARB, then a penalty of \$5,000 per month (pro-rated as applicable to periods shorter than a month) will be imposed on the Owner and paid to the Association until the Certificate of Occupancy shall have been issued. The Owner and those claiming under the Owner shall not have rights of access to any common area amenities and services, except the roads to get to and from that Owner's Lot until the total amount of such penalty(-ies) shall have been paid in full to the Association.

(iii) In addition to all of the foregoing, Owners must also comply with all requirements and timelines of applicable governmental authorities regarding construction and construction completion.

(vi) In addition, if approved construction work is not completed **within the times applicable**, the work shall be considered nonconforming and shall be subject to other enforcement action by the Association, the Declarant, or any aggrieved Owner, and the Association may levy a fine, and/or default the Compliance Deposit provided for in the Architectural Design Standards and Guidelines.

(e) No approval shall be required to repaint the exterior of a structure in accordance with the originally-approved color scheme or to rebuild a structure in accordance with originally-approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of any structure within such Owner's Lot without approval. However, modifications to portions of a structure on a Lot visible from outside any structure shall be subject to approval by the Reviewer.

4.2 Conservation Review.

(a) By Declarant. Until Turnover or the establishment of the Association's Design Review Board, whichever first occurs, Declarant shall have the exclusive right to exercise conservation review under this Section. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Property, acknowledges that, as the developer of the Property, and as an Owner of portions of the Property, Declarant has a substantial interest in ensuring that the improvements within the Property do not impair Declarant's ability to market and manage its property. Therefore, each Owner covenants and agrees that no activity within the scope of this Section ("Work") shall be commenced on such Owner's Lot unless and until Declarant has given prior written approval for such Work, which approval may be granted or withheld in the sole discretion of Declarant taking aesthetics fully into Declarant's consideration and decision. In reviewing and acting upon any request for approval, Declarant shall owe no duty to any other Person, except to comply with the Community's Governing Documents.

(b) Design Review Board. At such time as the Board of the Association sees fit, and so determines, the Board shall appoint the members of the Association's Design Review Board which shall then have jurisdiction over design matters within the Community. The DRB, when appointed, shall, at the Board's determination, consist of at least three (3), but not more than five (5), persons, who shall serve and may be removed and replaced in the Board's discretion. The members of the DRB need not be Members of the Association or representatives of Members, and may, but need not, include Declarant, architects, landscape architects, engineers, or similar professionals whose compensation, if any, shall be established from time to time by the Board. The DRB shall elect a chairperson, and the chairperson, or in the absence of the chairperson the vice-chairperson, shall be the presiding officer at meetings of the DRB. The DRB shall keep appropriate records of its proceedings, decisions, and all plan submittals and decisions thereon.

(c) Reviewer. For purposes of this Article 4, the entity (including Declarant) having jurisdiction in a particular case shall be referred to as the "Reviewer."

4.3 Guidelines and Procedures.

(a) Conservation Guidelines.

(i) Initial Guidelines. Declarant shall prepare the initial Conservation Guidelines, which are intended to provide guidance to Owners and builders regarding matters of particular concern to the Reviewer in considering applications hereunder. The Conservation Guidelines are not the exclusive basis for decisions

by the Reviewer and compliance with the Conservation Guidelines does not guarantee approval of any application.

(ii) Amendments to Guidelines. Declarant shall have sole and full authority to amend the Conservation Guidelines prior to Turnover, notwithstanding the delegation of reviewing authority to the DRB, unless the Declarant also delegates or assigns to the DRB the right to amend the Conservation Guidelines. Upon termination or delegation of Declarant's right to so amend, the Board shall have the right to amend the Conservation Guidelines. Any amendments to the Conservation Guidelines shall be prospective only and shall not require modifications to or removal of structures or other improvements previously approved once the construction thereof has commenced. There shall be no limitation on the scope of amendments to the Conservation Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Conservation Guidelines less or more restrictive.

(iii) Availability of Guidelines. The Reviewer shall make the Conservation Guidelines available to Owners and builders who seek to engage in development or construction within the Property. In the Declarant's discretion, such Conservation Guidelines may be recorded in the Public Records, in which event the most-recently recorded version, as it may be amended from time to time as described above, shall control in the event of any dispute as to which version of the Conservation Guidelines was in effect at any particular time. A copy of the current version of the Conservation Guidelines is attached hereto as **Exhibit E** and fully incorporated herein by reference.

(b) Procedures.

(i) Application. Prior to commencing any Work within the scope of this Section, an Owner shall submit to the appropriate Reviewer an application for approval of the proposed Work in such form as the Architectural Design Standards and Guidelines or the Reviewer may specify. Such application shall include plans and specifications ("Plans") showing site layout, structural design, exterior elevations and details, exterior materials and colors (typically by a color and materials board), landscaping, drainage, exterior lighting, irrigation, signage, and other features of proposed construction, as applicable or as required by the Architectural Design Standards and Guidelines. The Reviewer may require the submission of such additional information as may be reasonably necessary or helpful to the Reviewer to consider and decide any application.

(ii) Fees; Review Assistance. The Reviewer may employ architects, landscape architects, engineers, or other persons as deemed reasonably necessary to assist on performing the review. The Reviewer may establish and charge reasonable fees to an Owner as part of the application fee for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any

application reviewed by architects, landscape architects, engineers, and/or other professionals.

(iii) Compliance Deposit. The Reviewer may require an Owner to submit a deposit prior to final approval of any application to verify that the Work conforms to the Plans originally approved by the Reviewer. Such compliance deposit shall be refunded by the Reviewer to the Owner following issuance of a certificate of occupancy and within thirty (30) days of confirmation by Reviewer that the Work is in compliance with the approved Plans. The Reviewer may require an Owner to include an Assurance Fee, in the Compliance Deposit, for landscaping that is required to be installed after the completion of construction of the home portion of the Work.

(iv) Factors for Consideration. In reviewing each submission, the Reviewer may consider factors it deems relevant including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular designs and improvements, but that the Reviewer's determinations are binding, subject to Declarant's rights.

(v) Time for Review. The Reviewer shall, within thirty (30) days after receipt of a completed application and all required information and fees, respond in writing to the applicant at the address specified in the application. The response may (A) approve the application, with or without conditions; (B) approve a portion of the application and disapprove other portions; or (C) disapprove the application. The Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

(vi) Failure to Respond. In the event that the Reviewer fails to respond within said thirty (30) days, approval shall be deemed to have been given. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Architectural Design Standards and Guidelines unless a variance has been granted pursuant to §4.8 hereof. Notice shall be deemed to have been given at the time the envelope containing the response is deposited in the U.S. Mail addressed to the applicant or at the time of personal delivery of such written notice to the applicant.

(vii) Exemptions. The Reviewer may, by resolution, exempt certain activities from the application and approval requirements of this Section, provided such activities are undertaken in strict compliance with the requirements of such resolution.

(c) Signage Criteria. Except as set forth below, no signs are allowed within the Community:

(i) Road, directional, and amenity description signs as designed and approved by Declarant and/or the DRB.

(ii) Uniform Lot for Sale and Home for Sale signs as designed and approved by Declarant and/or the DRB.

(iv) On each new construction site, one sign shall be allowed within this description: one (1) 4' x 4' wood or laminate sign mounted on one (1) 4" x 4" wood or PVC Post, collectively, not exceeding a height of five (5') above grade, which sign shall include a rendering of the new structure and the names of the architect and builder team associated with the project.

(v) Street numbers affixed to the main house on each Lot, compliant with the Beaufort County 911 system, of design and material approved by the Declarant or the DRB.

4.4 Preferred Builder Program. The Declarant shall have the right to establish a preferred builder program for the Property. If a preferred builder program is implemented, the Declarant shall prepare initial documentation setting forth the requirements for the preferred builder program which shall be complied with by Owners and builders during the review process. Declarant shall have sole and full authority to amend the preferred builder program documentation prior to Turnover, notwithstanding any delegation of reviewing authority to the DRB, unless the Declarant also permanently delegates or assigns to the DRB the right to amend the preferred builder program documentation. Upon termination or delegation of Declarant's right to amend, the Board shall have the right to amend the preferred builder program documentation. Any amendments to the preferred builder program documentation shall be prospective only and shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

4.5 Setback Requirements. To assure that buildings and other structures will be located so that reasonable view, privacy and breeze will be available to the largest practical number of each of the structures built within the Property, they will be located generally with regard to structures previously built, so that the topography of each Lot is taken into consideration including the locations of Significant Trees as defined in The Conservation Easement and the stated goal of minimizing the number of trees to be removed, as well as other aesthetic and environmental considerations, and the Reviewer shall approve the precise site, orientation, and location of any structure within the Property. Minimum setbacks shall be as set forth by the most restrictive of the Conservation Guidelines or as required by any applicable governmental laws, regulations, and ordinances, as to the building of any structure or as otherwise provided by a recorded subdivision plat or the zoning ordinances applicable to the Property.

4.6 Tree Removal. No tree that is more than six (6) inches in diameter at a point three (3) feet above the ground shall be removed without the prior written consent of the Reviewer; provided, however, that any trees, regardless of their diameter, that are located within ten (10) feet of a structure, a drainage area, a sidewalk, a residence, or a driveway, or any diseased or dead trees needing to be removed to promote the growth of other trees or for safety reasons, may be removed

with the written consent of the Reviewer. The Reviewer may adopt or impose requirements for, or condition approval of, tree removal upon the replacement of any tree removed on a caliper basis per standards in The Conservation Easement. Additional clearing or pruning of tree canopies may be required on some Lots as per fire recommendations.

4.7 No Waiver of Future Approvals. Each Owner acknowledges that the persons reviewing applications under this Section will change from time to time and that opinions on aesthetic matters, as well as interpretations and applications of the Architectural Design Standards and Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it would be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future. Approval of applications or Plans for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

4.8 Variances. The Reviewer may authorize variances from compliance with any of the Architectural Design Standards and Guidelines or the requirements of this Section when circumstances such as topography, the locations of Significant Trees, including specimen trees as defined in The Conservation Easement, natural obstructions, hardship, Community Standards, or aesthetic or environmental considerations, require, or for the general benefit of the Community, but only in accordance with duly-adopted Rules and Regulations. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless stated in detail in writing by the Reviewer; (b) be contrary to this Declaration; or (c) prevent the Reviewer from denying a variance in other circumstances. For purposes of this § 4.8, the inability to obtain approval from any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

4.9 Limitation of Liability. The standards and procedures established by this Section are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Property but shall not create any duty to any Person. Review and approval of any application pursuant to this Section is to be made on the basis of aesthetic considerations only, and the Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes, industry standards, and other governmental requirements, or for ensuring that all structures are of comparable quality, value, or size, or of similar design. Neither Declarant, the Association, the Board, the DRB, any committee, board, nor any member of any of the foregoing, shall be held liable for soil conditions, drainage, or other general site work; or for any defects in plans reviewed or approved hereunder; or for any injury, damages, or loss arising out of the manner or quality of approved design construction on, or modifications to, any Lot.

4.10 Certificate of Compliance. Any Owner may request that the Reviewer issue a certificate of design compliance certifying that on such Owner's Lot there are no known violations of this Article 4 or the Conservation Guidelines. The Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable

administrative fee for issuing such certificates. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

5. Maintenance and Repair.

5.1 Maintenance of Lots. Each Owner shall maintain such Owner's Lot and all landscaping, trees, vegetation, and improvements comprising the Lot in a manner consistent with the Governing Documents and the Community Standard.

5.2 Responsibility for Repair and Replacement. Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the Property to a level consistent with the Community Standard. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners, with the Declarant, and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible. Each owner further covenants and agrees that in the event of damage or destruction of structures or improvements on or comprising a Lot, an Owner shall (a) proceed promptly to repair or to reconstruct same in a manner consistent with the original construction, or with such other plans and specifications as are approved in accordance with the Architectural Review process set forth herein; or (b) clear the Buildable Area of the Lot and maintain it in a neat and attractive, landscaped, park-like condition consistent with the Community Standard.

5.3 Maintenance of Common Area. The Association shall be responsible for maintenance of the Common Area as described in §7.2 hereof.

6. Membership and Voting Rights in the Association.

6.1 Association Function. The Association is the entity responsible, among other responsibilities, for management, maintenance, operation, governance and control of the Common Area. The Association also is the primary, but not sole, entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and South Carolina law.

6.2 Membership. Declarant, and every Person who is a record Lot Owner of a fee simple or undivided fee simple interest in any Lot shall be a Member of the Association, provided that any Mortgagee holding title or interest merely as a security for performance of an obligation shall not be a Member of the Association. If a Lot is owned by more than one Person, all Co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in the Bylaws, and all such Co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised only by a natural person who complies with the Designate User requirements set forth below. Notwithstanding this requirement, the family members and temporary guests of the Designated User may also utilize the privileges of membership.

- (a) Designated Users. Language to be supplied.
- (b) Family Members and Guests. Language to be supplied.

6.3 Voting Rights. The Association shall have two (2) classes of voting membership, Class "A" and Class "B".

(a) Class "A". Class "A" Members shall be Owners and Declarant, with the exception of the Class "B" Member. Class "A" Members shall be entitled on all issues to one (1) vote for each Lot owned.

(b) Class "B". The Class "B" Member shall be Declarant. Until Turnover, the Class "B" Member shall be entitled to three (3) times the total number of the Association's then-existing Class "A" votes. The Class "B" Member may appoint the members of the Board of Directors of the Association until Turnover. The Class "B" membership shall terminate upon Turnover. Following Turnover, Declarant shall be deemed a Class "A" Member entitled to one (1) vote for each Lot Declarant then owns.

6.4 By-Laws. The By-Laws of the Association have been drawn and approved by Declarant to govern meetings, duties, and operations of the Association and an executed copy thereof is attached as **Exhibit B** to this Declaration. Declarant shall also cause the fully-executed By-Laws to be separately recorded in the Office of the Register of Deeds for Beaufort County, South Carolina. Recordation of the By-Laws is and shall be deemed to be notice thereof to the Association and all Members thereof.

7. Association Powers and Responsibilities.

7.1 Acceptance and Control of Association Property.

(a) The Association, through action of its Board, may acquire, hold, lease (as lessor or lessee), operate, and dispose of tangible and intangible personal property and of real property. The Association may enter into leases, licenses, easements, management agreements, or operating agreements for portions of the Common Area, for such consideration or no consideration as the Board deems appropriate, to permit use of such portions of the Common Area by Community organizations and by others, whether nonprofit or for profit, and for the provision of goods or services for the general benefit or convenience of Owners, occupants, and residents of the Community.

(b) Declarant and its designees may convey to the Association, and the Association shall accept, personal property and fee title, leasehold, or other property interests in any of the real property, improved or unimproved, described in **Exhibit A** hereto. Upon Declarant's written request, the Association shall re-convey to Declarant any portions of the Common Area, not yet improved by the Association, which Declarant originally conveyed to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

(c) Following conveyance of Common Area or by Declarant to the Association, the Association shall be responsible for management, operation, and control of the Common Area or and any improvements thereon, subject to any covenants and restrictions set forth herein, or in the deed or other instrument transferring such property to the Association. The Board may adopt such reasonable administrative rules regulating use of the Common Area as the Board deems appropriate.

(d) At the time of Turnover, Declarant shall convey to the Association as Common Area all open spaces and easement areas described on any recorded plats. The roads and any storm water drainage facilities may be conveyed by Declarant to the Association at Turnover, or at any time prior thereto, or to any governmental entity.

7.2 Maintenance of Common Area.

(a) The Association shall maintain, in accordance with the Community Standard, the Common Area, which shall include, without limitation:

(i) all portions of and structures situated on the Common Area;

(ii) landscaping within public and private rights-of-way within or abutting the Property;

(iii) such portions of any additional property included within the Common Area as may be provided by this Declaration, any Supplemental Declaration, any Covenant to Share Costs and/or Easements, or any contract or agreement for maintenance entered into by the Association, or by Declarant and assigned to the Association.

(iv) all cemeteries, ponds, streams, drainage facilities and/or wetlands located within the Property;

(v) any property and facilities that Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members. Such property and facilities shall be identified by written notice from Declarant to the Association and will remain part of the Common Area maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

(b) The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community Standard.

(c) The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

(d) The Association shall maintain the facilities and equipment within the Common Area in continuous operation, except for any periods necessary, as determined in the Board's sole discretion, to perform required maintenance or repairs, unless Class "A" Members representing 75% of the votes in the Association, and of the Class "B" Member agree in writing to discontinue such maintenance operation.

(e) The costs associated with maintenance, repair, and replacement of the Common Area and the other areas described in this §7.2 shall be a Common Expense.

7.3 Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most-nearly equivalent coverages as are reasonably available: (a) property insurance and liability insurance for the Common Area; (b) directors' and officers' insurance; and (c) such additional insurance as the Board, in the exercise of Its business judgment, determines advisable. Premiums for all insurance shall be Common Expenses.

(b) Policy Requirements.

(i) The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Beaufort County, South Carolina area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request a copy to each Member.

(ii) The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of §7.4(c). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owners) and their Lot(s) as a Specific Assessment and other claims may be subrogated to the insurance carrier.

(c) The liability policy limits shall be, at a minimum, \$2,000,000.00 per person/per occurrence.

(d) Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property which the Association is obligated to insure, the Board or its duly-authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements

necessitated by changes in applicable building codes. Damaged improvements on the Common Area shall be repaired or reconstructed unless Class "A" Members representing at least 75% of the total votes in the Association, and the Class "B" Member, decide within 60 days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed. If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community Standard. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members and placed in a capital improvements account. This is a covenant also for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the membership, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under this Article 7.

7.4 Compliance and Enforcement.

(a) Every Owner, occupant, resident, tenant, and invitee of a Lot shall comply with the Governing Documents. The Board, or in the absence of the Board then the Declarant, may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot. In the event that any Owner, occupant, resident, tenant, or guest or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;

(ii) suspending an Owner's right to vote;

(iii) suspending any Person's right to use any facility within the Common Area; provided, nothing herein shall authorize the Board to limit ingress or egress, by an Owner, or by his/her/its tenants or invitees, to or from a Lot;

(iv) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(v) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(vii) without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Governing Documents and the Architectural Design Standards and Guidelines from continuing or performing any further activities in the Community; and

(viii) levying Specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents.

(b) In addition, the Board or, in the absence of the Board then the Declarant, may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the Bylaws:

(i) exercising self-help in any emergency situation (specifically including, without limitation, the towing of vehicles that are in violation of parking rules and regulations); or

(ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(c) In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association or, in the absence of the Association then the Declarant, may record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment. Except in an emergency situation, the Association or, in the absence of the Association then the Declarant, shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action. All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the Association or, in the absence of the Association then the Declarant, shall be entitled to recover all costs, including, without limitation, attorneys' fees, expenses, and court costs, reasonably incurred in such action.

(d) The Association or, in the absence of the Association then the Declarant, by contract or other agreement, may enforce applicable town and county ordinances and may

permit Beaufort County or any applicable municipality to enforce ordinances within the Property for the benefit of the public, the Association and its Members.

7.5 Implied Rights; Board Authority.

(a) The Association or, in the absence of the Association then the Declarant, may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. The Board may exercise all the Association's rights and powers without a vote of the membership except where applicable law or the Governing Documents specifically require a vote of the membership.

(b) The Board or, in the absence of the Board then the Declarant, may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Common Area, enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Association or its Members, or the Declarant.

(c) In exercising the Association's rights and powers, making decisions on behalf of the Association, and conducting the Association's affairs, Board members shall be subject to, and their actions shall be judged in accordance with, the standards set forth in the Bylaws and the law of South Carolina.

7.6 Safety and Security. Each Owner, occupant, resident, guest, tenant, and invitee of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to enhance the level of safety or security which each Person provides for himself or herself and his or her property. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Property, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. The Association shall have the right, but not the obligation, to maintain guarded or automatic security gates controlling access to the Property. The Board or Declarant, as the case may be, may establish administrative Restrictions and Rules regarding notice requirements and procedures for security personnel and access through any such security gates for Owners, occupants, residents, tenants, and invitees.

7.7 Provision of Services. The Association, or in the absence of the Association then the Declarant, may provide, or provide for, services and facilities for the Members and their Lots and shall be authorized to enter into and terminate contracts or agreements with other entities, including Declarant, to provide such services and facilities. The Board may charge use or service fees for any such services and facilities provided at the option of an Owner, or may include the costs thereof in the Association's budget as a Common Expense and assess it as part of the Base Assessment if provided to all Lots. By way of example, such services and facilities might include landscape maintenance, pest control service, cable television service, satellite television service,

wireless internet service, telephone service, security, caretaker, transportation, fire protection, utilities, and similar services and facilities. Nothing in this Section shall be construed as a representation by Declarant or the Association as to what, if any, services shall be provided. In addition, the Board shall be permitted to modify or cancel existing contracts for services in its discretion, unless the provision of such services is otherwise required by the Governing Documents. Non-use of services provided to all Owners or Lots as a Common Expense shall not exempt any Owner from the obligation to pay assessments (including special and specific assessments) for such services.

8. Association Finances.

8.1 Initiation Fee. The beginning Initiation Fee shall be Fifty Thousand (\$50,000) Dollars, payable to the Association, whenever a Lot is sold by the Declarant to an arms-length, third-party buyer, and upon every transfer of title thereafter, shall again be paid, without reimbursement to the seller thereof, to the Association. This Initiation Fee may be changed from time to time, before turnover, by written decision of the Declarant and, after turnover, by resolution of the Board of Directors of the Association. The Initiation Fee shall be due and payable at and upon Closing of the sale/purchase of a Lot by the buyer thereof, collected at Closing by the Settlement Agent and promptly remitted by the Settlement Agent to the Association. Initiation Fees are not refundable.

8.2 Budgeting and Allocating Common Expenses and Assessments.

(a) The Association is hereby authorized to levy assessments against each Lot for Association expenses as the Board may specifically authorize from time to time. There shall be three (3) types of assessments:

(i) Base Assessments to fund Common Expenses, including capital reserve assessments, for the general benefit of all Lots;

(ii) Special Assessments as described in §8.3;

(iii) Specific Assessments as described in §8.4; and

(b) The Association is authorized to levy base assessments ("Base Assessments") equally against all Lots subject to assessment to fund the Common Expenses. Declarant may establish the Base Assessment amount and an annual budget, in Declarant's sole discretion, until Turnover. Thereafter, the Board of Directors of the Association shall establish the budget and total Base Assessment amounts, as further provided in this Declaration and in the Bylaws. In all cases, the Common Expenses amount shall be prorated as a Base Assessment among all Class "A" Members, in the same proportion as each Class "A" Member's vote shall bear to the total outstanding votes within the Property. Notwithstanding anything to the contrary herein, no assessments shall be levied against a Lot until the Commencement Date described in §8.6.

(c) The Board or the Declarant, as the case may be, shall send a copy of the final annual budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner at least thirty (30) days prior to due date for payment of such Base Assessment.

8.3 Budgeting for Reserves. The Board shall prepare and review at least annually a Reserve Budget for the Common Area. The Reserve Budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense Budget adopted pursuant to §8.1, an annual per Lot capital contribution to fund reserves in an amount sufficient to meet the projected need with respect to both amount and timing by annual contributions over the budget period. The Capital Reserve Budget will be assessed as a part of the Base Assessment.

8.4 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of the Declarant before Turnover, and of Owners representing more than 50% of the total votes allocated to Lots which will be subject to such Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.5 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to that Lot upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(b) to cover costs incurred in bringing the Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this subsection.

8.6 Authority to Assess Owners: Commencement of Initiation Fees and Assessments.

(a) Declarant hereby establishes and the Association is hereby authorized to levy Initiation Fees and assessments as provided for in this Section and elsewhere in the Governing Documents. The obligation to pay Initiation Fees and assessments shall commence as to each Lot at the time of conveyance of the respective Lot by the Declarant to an Owner other than the Declarant ("Commencement Date. Declarant shall not be responsible or liable for the payment of any assessments in respect to any Lot for which

Declarant holds record title and which Lot does not contain an occupied home. The first Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot and shall be paid by the Owner upon closing on the purchase of a Lot and thereafter throughout the Owner's ownership of a Lot.

(b) Assessments shall be paid in such manner and on such dates as the Board or Declarant may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments within a fiscal year. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately, and may charge interest, per §8.8 below.

8.7 Annual Increase Limitation. After December 31, 2024, Base Assessments shall not increase more than twenty-five percent (25%) from the prior year's level of Base Assessment, unless 100% of the Owners of the Lots approve a larger increase.

8.8 Obligation for Assessments.

(a) Each Owner, by accepting a deed for any portion of the Property, is deemed to covenant and agree, and does covenant and agree, to pay all applicable assessments authorized in the Governing Documents. All assessments, together with interest computed from the due date thereof at a rate of eighteen (18%) percent, per annum, or such higher rate as the Board may establish, subject to the limitations of South Carolina law, and, also, late charges as determined by Board resolution, collection costs, and the reasonable collection attorney's fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at and after the time of conveyance.

(b) Except as stated above in §8.1(b), failure of the Board or Declarant to fix assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association or Declarant may retroactively assess any shortfalls in collections.

(c) No Owner may exempt himself, herself, or itself from liability for assessments by non-use of Common Area, abandonment of his or her Lot, or any other means. The obligation to pay assessments is a separate and independent personal covenant and contract on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association, Board, or

Declarant to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

(d) Upon written request, the Association or Declarant, as the case may be, shall furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer, or by Declarant, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

8.9 Lien for Initiation Fee and Assessments.

(a) The Association shall have a lien against each Lot to secure payment of the Initiation Fee and assessments, as well as interest, late charges (subject to the limitations of South Carolina law), and costs of collection (including attorney's fees, costs and expenses). Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (ii) the lien or charge of any recorded first Mortgage (meaning any Recorded Mortgage with first priority over other Mortgages) against a Lot, made in good faith and for value. Such lien, when delinquent, may be enforced by suit, foreclosure, and/or judgment.

(b) The Association may bid for the Lot at a foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on it; and (iii) each other Lot shall be charged, in addition to its usual assessment, its *pro-rata* share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

(c) Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. The subsequent Owner (which may be the Mortgagee) to the foreclosed Lot shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment, including the purchaser of such Lot, its successors and assigns.

8.10 Exempt Property. The following property shall be exempt from payment of Base Assessments, Special Assessments and Specific Assessments:

(a) All Common Area and such portions of the property owned by Declarant as are included in the Common Area;

(b) Any property dedicated to and accepted by any governmental authority or public utility; and

(c) Prior to Turnover, Lots owned by Declarant.

9. Additional Rights Reserved to Declarant.

9.1 Marketing and Sales Activities.

(a) Subject to applicable zoning regulations, Declarant and builders authorized by Declarant may construct and maintain upon portions of the Common Area such facilities and activities as, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction, sale, and resale of Lots, including, but not limited to, business offices, signs, model units, and sales offices. Declarant shall have easements for access to and use of such facilities at no charge.

(b) Subject to applicable zoning regulations, Declarant, its successors and assigns shall have a perpetual right and easement of access, ingress and egress over the Common Area and roads in the Community for the purpose of real estate marketing and sales on property which it owns or leases in the Community, listing Lots for sale and resale or lease, and conducting advertising and promotional activities to promote the Community in general, and specific Lots available for sale, including taking and publishing photographs of Lots (including any improvements) and Common Areas.

(c) "Declarant's Exclusive Sales Agency" will be such duly-licensed real estate brokerage firm as Declarant shall, from time to time, engage to represent Declarant in the sale of Declarant's Lots to the public. Declarant/or the Association will make available to Declarant's Exclusive Sales Agency, its successors and assigns, office spaces within the Community for the location of its offices and such operations. Such office may be maintained and operated within the Common Area, with reasonable reimbursement of shared costs to the Declarant or the Association for Common Area expenses. Owners have and shall have the right to engage the real estate brokers and sales agencies of their choice for the sale of each Owner's Lot.

9.2 Right to Develop.

(a) Declarant, its successors and assigns, shall have the right to alter, modify and realign the Master Plan, and the boundaries of the Common Areas and any boundaries of Lots owned by Declarant, and the alteration, modification and realignment of any and all easements and rights of ways for ingress, egress, and regress. Any such alterations may be shown on a new or revised plat recorded by Declarant, or on a new or revised Master Plan.

(b) Declarant and its employees, agents, and designees shall have a right of access and use of, and an easement over and upon all of, the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

(c) Every Person that acquires any interest in the Property acknowledges that the Community is a planned community, the development of which is likely to extend over a period of years, and agrees not to protest, challenge, or otherwise object to changes in the Master Plan, including as it may be amended from time to time, as it relates to the Property.

9.3 Right to Approve Additional Covenants. No Person shall record any declaration of covenants, conditions, and restrictions or declaration of condominium, master deed, or similar instrument affecting any portion of the Property without Declarant's review and written consent or, following Turnover, without the consent of the Association. Any attempted recordation without such consent shall result in such instrument being void and of no force, *ab initio*, and effect unless subsequently ratified by written consent signed and recorded by Declarant before Turnover, or afterwards, by the Association, as applicable.

9.4 Right to Approve Changes in the Community Standard. No amendment to or modification of any Community Standard, or any of the Restrictions and Rules, or the Architectural Design Standards and Guidelines, shall be effective, prior to Turnover, without prior notice to or by, the Declarant's written approval thereof and, after Turnover, by the Board of the Association.

9.5 Right to Transfer or Assign Declarant Rights. Any or all of Declarant's special rights and obligations set forth in this Declaration or the Bylaws maybe transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation or enlarge a right beyond that which Declarant has under the Governing Documents. No such transfer or assignment shall be effective unless it is in a written instrument Declarant and its assignee signs and publicly records. Declarant shall assign all of its rights hereunder to the Association when Declarant ceases to own one (1) Lot or may do so earlier at Declarant's sole discretion. If the Declarant should then fail to so assign its rights hereunder to the Association, then such assignment shall be effective as a matter of law upon the Association's recording of an affidavit by the Association that the Declarant, as of a date certain, had ceased to own even one (1) Lot.

9.6 Easement to Inspect and Right to Correct. Declarant reserves for itself, and for others it may designate, the right to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the Property, including Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a dwelling on a Lot shall be permitted without the consent of the Owner, except in case of emergency. The Person exercising this easement shall promptly repair, at such Person's own expense, any damage resulting from such exercise.

9.7 Right of Entry. Whenever Declarant, its successors or assigns, or the Association, is permitted by this Declaration to correct, repair, clear, preserve, or perform any action on the Property, entering the Property and taking such action shall not be deemed a trespass.

10. Easements.

10.1 Owners. Declarant grants to each Owner a nonexclusive right and easement of use, access, ingress, egress, and enjoyment in, over, and to the roads and rights of way within the Community and its Common Area subject to:

- (a) the Governing Documents and any other applicable covenants;
- (b) any restrictions or limitations contained in any deed conveying such property to the Association or arising at common law; and
- (c) the Declarant's and Board's right to:
 - (i) adopt rules and regulations regulating use and enjoyment of the Common Area, including rules limiting the number of Persons who may use the Common Area;
 - (ii) suspend an Owner's right to use recreational facilities within the Common Area (A) for any period during which payment of any charge against such Owner's Lot remains delinquent, and (B) for a period not to exceed 30 days for a single violation, or for a longer period in the case of any continuing violation, of the Governing Documents after notice and opportunity for a hearing before the Board pursuant to the Bylaws;
 - (iii) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;
 - (iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility, storage facility, etc., situated upon the Common Area;
 - (v) permit use, including for charitable events, of any recreational facilities situated on the Common Area by Persons, other than Owners, their families, residents, occupants, tenants, and/or invitees, upon payment of use fees and/or reimbursements established by the Board;
 - (vi) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth herein; and

provided that neither the Association, its directors and officers, nor Declarant, its successors or assigns, shall be liable to any Owner, resident, occupant, tenant or invitee for any damage or injury which results from the use of the Common Area, any amenities which may be constructed by Declarant or Association upon the Common Area. The Common Area and any amenities which may be constructed upon the Common Area are for the use of the Members of the Association, their families, residents, occupants, tenants and invitees at their own risk. The Declarant and the

Association's Board shall have authority to adopt Rules and Regulations applicable to the Property, which all Owners and their family members and invited guests shall comply with.

10.2 Easement for Utilities.

(a) Unless otherwise noted on any recorded plat, or herein, easements ten (10) feet in width are reserved from the front Lot boundary line, and easements five (5) feet in width are reserved from each side Lot boundary line, and from the rear Lot boundary line, for the installation, maintenance, and repair of any utility services or drainage facilities, including without limitation, water, sewer, telephone, gas, cable television, electricity, and drainage ditches or swales.

(b) Declarant reserves for itself, so long as Declarant owns any Property or real property owned by Declarant adjacent to the Property, and grants to the Association and all utility providers, perpetual non-exclusive easements throughout the Property (but not through a structure) to the extent reasonably necessary for the purpose of:

(i) installing inspecting, maintaining, repairing, and replacing the utilities, infrastructure and other improvements to serve the Property and any real property owned by Declarant adjacent to the Property, cable and other systems for sending and receiving data and/or other electronic signals, security and similar systems, walkways, pathways and trails, drainage systems, street lights, and signage on property which Declarant owns or within public rights-of-way or easements reserved for such purpose on recorded plats;

(ii) access to read utility meters.

10.3 Specific Easements. Declarant also reserves for itself the non-exclusive right and power to grant and record such specific easements as may be necessary, in Declarant's sole discretion, in connection with the orderly and continuing development, maintenance, and operation of the Property. The location of such easements shall be subject to the written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed, or conditioned.

10.4 Minimal Interference. All work associated with the exercise of the easements described in §10.2 and §10.3 hereof shall be performed in such a manner as to minimize interference with the use and enjoyment of the Property burdened by the easement. Upon completion of the Work, the Person exercising the easement shall restore the Property, to the extent reasonably possible, to its condition prior to the commencement of the Work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

10.5 Easement to Association for Maintenance, Emergency, and Enforcement. Declarant grants to the Association easements over the Property as necessary to enable the Association to fulfill the Association's maintenance, enforcement, and other responsibilities hereunder. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce the Governing Documents. Such right maybe exercised by any member of the Board and its duly-authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

10.6 Easement to Inspect and Right to Correct. Declarant reserves for itself, and for others Declarant may designate, the right to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the Property, including Lots, and a perpetual, nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a dwelling or a Lot shall be permitted without the Owner's consent. The person exercising this easement shall promptly repair, at such person's own expense, any damage resulting from such exercise.

10.7 Right of Entry. Whenever Declarant, its successors or assigns, or the Association, is permitted by this Declaration to correct, repair, clear, preserve, or perform any action on the Property, entering the Property and taking such action shall not be deemed a trespass.

10.8 Easement for Signs, Related Improvements, and Perimeter Walls.

(a) Declarant hereby reserves for itself the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and easement upon, over, and across those strips of land ten (10) feet in width extending from the front Lot boundary lines adjacent to rights of way for the installation, maintenance, and use of road signs, traffic directional signs, and related improvements; provided, however, that Declarant shall have no obligation to construct any such improvements.

(b) Except for the riverfront-side and the saltmarsh-side of Lots, Declarant hereby reserves for itself, the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and easement upon, over, and across those strips of land fifteen (15) feet in width extending from the boundary line of a Lot that also constitutes the perimeter boundary of the Property, with such easement to be used for the purpose of constructing, installing, replacing, repairing, and maintaining a perimeter wall, and/or fence around the perimeter boundary of the property; provided, however, that neither Declarant nor Association shall have any obligation to construct any such perimeter wall or fence.

10.9 Easement for Special Events. Declarant reserves for itself; its successors, assigns, and designees, a perpetual, non-exclusive easement appurtenant over the Common Area for the purpose of conducting educational, cultural, recreational, entertainment, or sporting events, sales and marketing, and other activities of general Community interest, and of Declarant's

interest, at such locations and times as Declarant, in Declarant's sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot, acknowledges and agrees that the exercise of the rights reserved under this easement may result in an increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of Owner's Lot to take no action, legal or otherwise, which would interfere with the exercise of such rights or to recover damages for or as the result of any such activities.

10.10 Easement for Park and Walking Trail Access. Declarant hereby grants to the Owners a perpetual, non-exclusive easement over and across any areas designated as parks, recreation areas, walking trails or paths on any recorded plat, whether or not within the Common Area, provided that the use of such facilities shall be governed by this Declaration and by the Restrictions and Rules.

10.11 Easement of Encroachment. If any portion of the improvements constructed on the Common Area encroaches upon a Lot or if any improvement constructed on a Lot unintentionally encroaches upon the Common Area as a result of construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists; provided, however, if any improvement on a Lot or the Common Area is knowingly and willfully constructed, reconstructed, or repaired so as to encroach, respectively, on the Common Area or a Lot, no such easement shall exist and the same shall be promptly remedied by the responsible party.

11. **Supplemental Declarations.**

11.1 By Declarant. Prior to Turnover, Declarant, or its successors or assigns, may submit to the provisions of this Declaration additional real property, near or adjacent to the Property, by recording a Supplemental Declaration describing the additional property to be submitted, without the consent of any Owner, other than the owner of such additional property. Declarant's right to submit additional property to the Declaration shall expire with Turnover. Any Supplemental Declaration shall be signed by Declarant and the owner of the additional property, if not Declarant.

11.2 By Association. Following Turnover, the Association may submit to the provisions of this Declaration additional real property near or adjacent to the Property, by recording a Supplemental Declaration describing the additional property to be submitted, upon the affirmative vote of Class "A" Members representing more than fifty percent (50%) of the votes of the Association at a meeting duly called for such purpose. The Supplemental Declaration shall be signed by the President and Secretary of the Association and by the owner of the additional property, if not the Association.

12. Changes in Ownership of Lots. Any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the Association's Secretary or other authorized agent at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all

obligations of the Lot Owner, including assessment obligations and the obligation to pay fees upon transfer until the date upon which such notice is received by the Board, notwithstanding the transfer of title. (See §16)

13. Subdivision of Property. Once a Lot has been conveyed by the Declarant to an Owner, the Lot shall not be further subdivided, consolidated with other Lots, nor its boundary lines changed, except with the written consent of Declarant or, following Turnover, of the Association.

14. Dispute Resolution.

14.1 Agreement to Encourage Resolution of Disputes Without Litigation.

(a) Declarant, the Association and its officers, directors, and committee, members and all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Section (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Community without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b) below, unless and until such Bound Party has first submitted such Claim to the alternative dispute resolution procedures set forth in §14.2 in a good faith effort to resolve such Claim.

(b) As used in this Section, the term "Claim" shall refer to any claim, grievance or dispute arising out of or relating to the interpretation, application, or enforcement of the Governing Documents;

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; or

(iii) the design or construction of improvements the Community, other than matters of aesthetic judgment related to Reviewer matters, which shall not be subject to review;

except that the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in §14.2:

(iv) any suit by the Association to collect assessments or other amounts due from any Owner;

(v) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem

necessary in order to maintain the *status quo* and preserve the Association's ability to enforce the provisions of the Governing Documents;

(vi) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(vii) any suit in which any indispensable party is not a Bound Party; and

(viii) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by §14.2(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Chapter.

14.2 Dispute Resolution Procedures.

(a) Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

(ii) the Claimant's proposed resolution or remedy; and

(iii) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Mediation.

(i) If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in subsection 14.2(a) (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Jasper County area.

(ii) If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be

deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

(iii) If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

(iv) Each Party shall bear its own costs of the mediation, including legal fees, and each Party shall share equally all fees charged by the mediator.

(d) Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees, and court costs.

14.3 Initiation of Litigation by Association. In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of 75% of the total votes in the Association, except that no such advance approval shall be required for actions or proceedings:

- (a) prior to Turnover;
- (b) initiated to enforce the provisions of this Declaration, including collection of assessments and foreclosure of liens;
- (c) initiated to challenge *ad valorem* taxation or condemnation proceedings;
- (d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or
- (e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This Section shall not be amended unless such amendment is approved by the same 75% percentage of votes necessary to institute such proceedings, and before Turnover with consent of Declarant.

15. Amendment of Declaration.

15.1 By Declarant.

(a) In addition to specific amendment rights granted elsewhere in this Declaration, until Turnover, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Property, or any portion thereof; (iii) to enable any institutional or governmental lender, or purchaser of mortgage loans, including to make, purchase, insure, or guarantee mortgage loans on the Property, or any portion thereof; or (iv) to satisfy the requirements of any local, state, or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing.

(b) In addition, so long as Declarant owns any portion of the Property, Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment does not adversely and materially affect the rights previously granted to Owners hereunder, in a legally-material way, without the consent of the Owners so affected.

15.2 By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration maybe amended only by the affirmative vote or written consent, or any combination thereof, of Class "A" Members representing 75% of the total votes in the Association, and, prior to Turnover, upon Declarant's consent.

15.3 Validity and Effective Date.

(a) No amendment may remove, revoke, or modify any right or privilege of Declarant, before or after Turnover, without the written consent of Declarant (or the assignee of such right or privilege).

(b) If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

(c) Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

16. **Option to Repurchase.** Any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the Association's Secretary or other authorized agent at least fourteen (14) days

prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Lot Owner, including assessment obligations and the obligation to pay fees upon transfer until the date upon which such notice is received by the Board, notwithstanding the transfer of title. (See §12)

16.1 Applicability. Except for sales and conveyances by Declarant, no Lot may be transferred by any Owner except in compliance with the provisions of this §16.

16.2 Option.

(a) Declarant shall have, and has, a right and option with regard to any *bona fide* offer which an Owner receives for the purchase of a Lot. Before any Lot (or any ownership interest in a Lot) may be sold to any Person other than Declarant or its successors or assigns, the Owner of such Lot shall first notify Declarant of Owner's receipt of an offer in writing to purchase such Lot, and shall provide a complete copy thereof to Declarant, which shall have an option for thirty (30) days within which to give notice of its intent to purchase said Lot on the same price, terms and conditions as in said offer, and then another thirty (30) days within which to close.

(b) Upon receipt by an Owner of a *bona fide* written offer to purchase an unimproved Lot, such Owner shall send to Declarant a copy of such *bona fide* offer along with written notification with a delivery date and receipt date indication that such Owner is offering the Lot for sale to Declarant pursuant to this right of first refusal at the same price as set forth in said offer. If Declarant or its successors or assigns does not accept or reject in writing said offer of sale within ten (10) business days from the date of receipt of same, then the Owner of such Lot shall have the right to sell the Lot to the third party making such *bona fide* offer pursuant to such *bona fide* offer, without any further additional obligation to offer the Lot to Declarant

(c) This Article 16 shall not be applicable with respect to any foreclosure sale pursuant to a Mortgage on an unimproved Lot or a deed in lieu of foreclosure which is made and delivered in good faith.

(d) In each instance where an offer to purchase a Lot is presented to Declarant by an Owner pursuant to the option granted in this Section, Declarant shall determine in Declarant's sole discretion and on a case-by-case basis whether to exercise Declarant's right of first refusal. If Declarant declines to exercise Declarant's option or does not respond within the time period described above, Declarant shall execute and deliver to such Owner a waiver of repurchase option in recordable form, which shall require signature by Owner's Buyer, agreeing to abide by the then-Governing Documents.

(e) Should an Owner fail to comply with the provisions of §16 and sell a Lot without first offering said Lot to Declarant in accordance with the terms of this Article 16, then the purchaser of such Lot shall purchase such Lot not free and clear from, but still subject to Declarant's option, and Declarant shall thereafter at any time have the right to

purchase such Lot, whether or not the Lot is subsequently improved, from the purchaser or any successor in title of the Lot at the price as set forth in the original bona fide offer to purchase upon which such sale of the Lot was based, and Declarant also shall be entitled to pursue any other rights and remedies available at law or in equity for the violation of this §16.

16.3 Exemption for Death of an Owner or Gift. The transfer of any Lot (a) to the personal representative, heirs, trustees, successors, and/assigns of any Owner who dies while owning any Lot, or (b) to the donee of an *inter vivos* gift of a Lot from an Owner, shall not be subject to the provisions of this Article 16, but any subsequent sale, transfer, and conveyance of such Lot shall be governed by the provisions of this Article 16.

16.4 Transfers to Declarant. In the event that Declarant exercises Declarant's option pursuant to this Article 16, the closing of the conveyance of such Lot to Declarant shall occur within sixty (60) days after receipt by the Owner of written notice from Declarant within the two time periods described in §16.2 that Declarant elects to exercise Declarant's right of first refusal with respect to such Lot. At the closing, Declarant shall make payment to such Owner of the purchase price as described in the *bona fide* written offer, in cash or cash equivalent. The Owner shall deliver to Declarant a general warranty deed conveying fee simple marketable title to the Lot free and clear of all exceptions except the lien of *ad valorem* taxes for the current year (which shall be pro-rated), and any other exceptions that may be approved by Declarant. In the event that the closing occurs after the death of an Owner, Declarant may, in Declarant's discretion, require the personal representative of the Owner to post such bonds or other assurances as Declarant may deem reasonable in order to protect Declarant from any loss which might be caused by the failure to pay any federal or state taxes or the failure to pay the claims of any creditors who may have a lien on the Lot superior to Declarant rights as purchaser of such Lot.

16.5 No Further Documentation Required. Declarant's option reserved by Article 16 shall run with the title to the Property, and shall be binding upon each purchaser of a Lot. The provisions of this Article 16 shall constitute record notice to all purchasers of Lots in the Community, and no additional language in any deed of conveyance of a Lot and no recording of additional instruments shall be required to notify Owners of Lots of Declarant's option.

17. **Miscellaneous.**

17.1 Severability. The invalidation by any court of any restrictions of this Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

17.2 Interpretation. In all cases, the provisions of this Declaration shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of the Property, which will carry out the intent of the Declarant as expressed in the recitals of this Declaration, and which will preserve the Property as a situs for an attractive, well-maintained, privately-governed residential Community. Contrary to the restrictive common law rule of construction, this Declaration shall by this Covenant be interpreted broadly to touch and concern the Property with recognition of modern economic,

land use planning and real estate finance and development principles, theories and practices. It is the Declarant's intent, and all Lot Owners who take subject to the Declaration, do covenant and agree, and are thereby estopped from denying, that any reserved right or function of the Declarant and/or Association, and any other covenant condition, restriction or obligation within this Declaration is intended to promote the use and enjoyment of the Property, is intended to foster the creation, preservation or enhancement of economic or intangible values associated with the Property, and does touch and concern, benefit and burden and run with the land (the "Property"). The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance which allows a less restricted use of the Property.

17.3 No Waiver. Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.

17.4 Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

17.5 No Implied Liabilities or Duties. Any rules or regulations established by the Declarant or Association pursuant to this declaration shall not expressly or impliedly create any duty of care to any owner.

17.6 No Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area or Limited Common Area. No Person may seek any judicial partition of the Common Area or Limited Common Area unless that Area has been removed from the provisions of this Declaration. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring or disposing of real property which may or may not be subject to this Declaration.

17.7 Amendment. Appropriate amendment clause will be included in next draft.

17.8 Governing Law; Venue. This Declaration is and shall be governed by the laws of the State of South Carolina, without regard to its principles governing conflicts of laws, and venue shall be in the State or Federal Courts within South Carolina.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed the day and year first above.

STONY CREEK AT BINDON, LLC

WITNESSES:

By: H. Chris Ramm, Manager

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B
BY-LAWS
OF
STONY CREEK AT BINDON ASSOCIATION, INC.

EXHIBIT C

INITIAL MASTER PLAN OF STONY CREEK AT BINDON

EXHIBIT D

RULES AND REGULATIONS

(with, potentially, entry fees charged to contractors and subcontractors performing work in the Community.)

EXHIBIT E
CONSERVATION GUIDELINES

STONY CREEK

AT BINDON PLANTATION

CONSERVATION GUIDELINES

Beaufort County, South Carolina

SEPTEMBER 2023

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I. INTRODUCTION

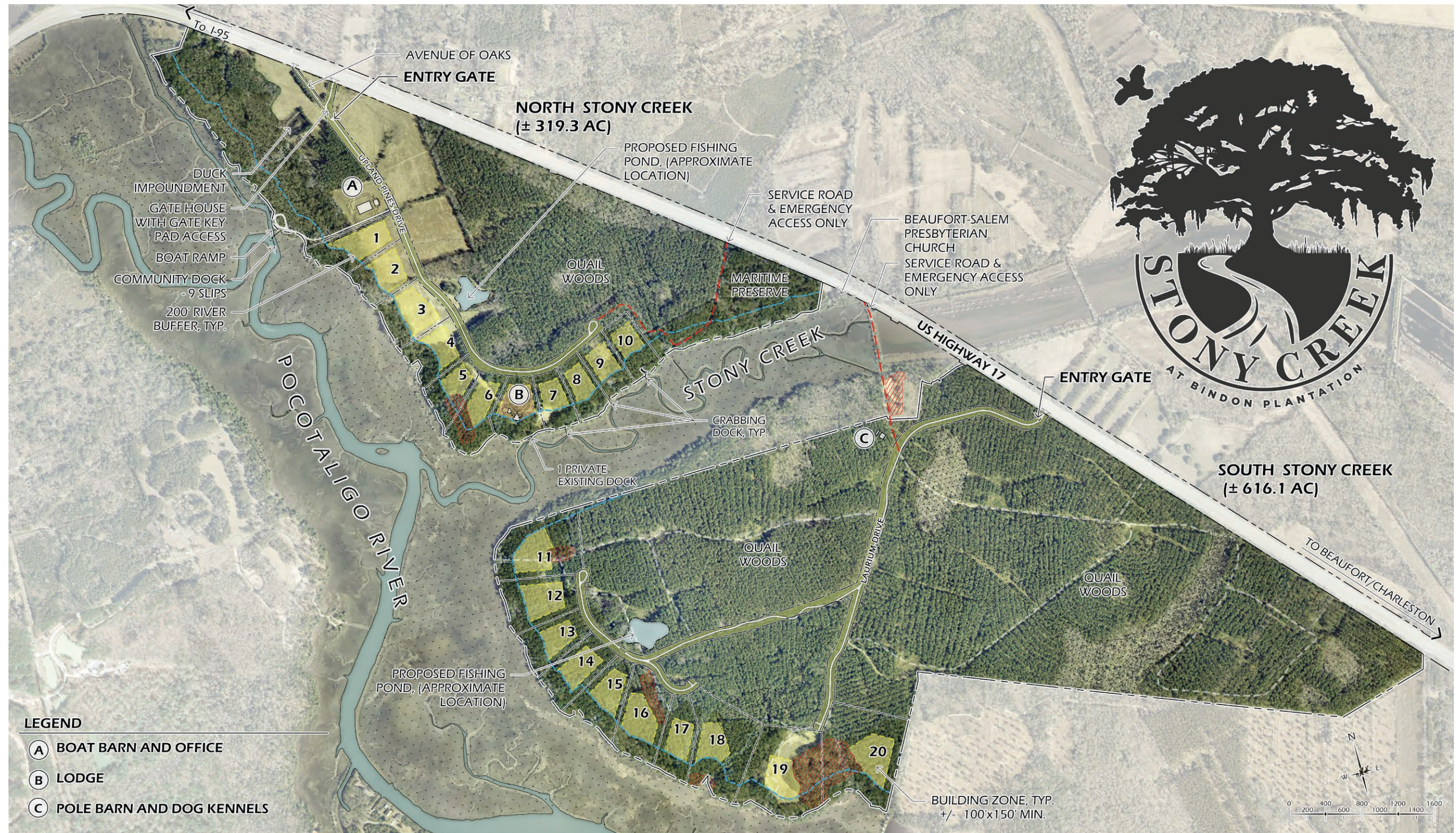
Stony Creek is a private residential and sporting community set on a storied 1,300-acre property protected by a conservation easement. Our exclusive community includes just 20 homesites, each spanning 5 to 17 private acres. This is a place of majestic live oaks, pinewoods, and marshland, teeming with quail, turkey, and whitetail. An outdoorsman's unspoiled paradise just 25 minutes from historic downtown Beaufort and only an hour from both Charleston and Savannah. Each property has its own unique native landscape, topography and natural setting. Every property has been carefully planned with a 2.5 Acre Building Envelope outlining the front, side and rear yard building setbacks (buffers) specifically designed to preserve the native landscape. The conservation easement outlines uses with the 2.5 acre Building Envelope to include the main house, garages, guest homes, studios along with complementary landscape, swimming pool, boat shed, and barns (reference section 3.5 of Conservation Easement). The amenity of Stony Creek is in each owner's preserve, which includes conservation land, building area and access to the Pocotaligo River. Stony Creek will utilize a design review board (DRB) to ensure the character, covenants of the community, and Conservation Easement are upheld consistently. The review process is simple by the fact that it seeks to achieve the basic goals of protecting the scenic open spaces, ensuring availability property for recreational use, protecting natural resources, enhancing water quality, and preserving historical aspects of the property.

To accomplish these goals, these guidelines; the Conservation Easement; along with a set of restrictive covenants have been established. This will ensure each owner at Stony Creek develops and constructs in a way that achieves a high level of design and conservation. The restrictive covenants have granted the Design Review Board (DRB) discretionary powers and enforcement authority to regulate design, materials, landscaping, and any other elements that may have an overall impact on the aesthetics of the community. The responsibility of the DRB is to interpret the goals of the community and these guidelines as they relate to each design submittal.

These guidelines do not include all building, use and other deed restrictions associated with the Town of Yemassee. Each builder and homeowner should familiarize themselves with the provisions of the Covenants, By-Laws, and applicable Beaufort County ordinances and state agency rules and regulations when considering building in Stony Creek.



II. OVERALL MASTER PLAN



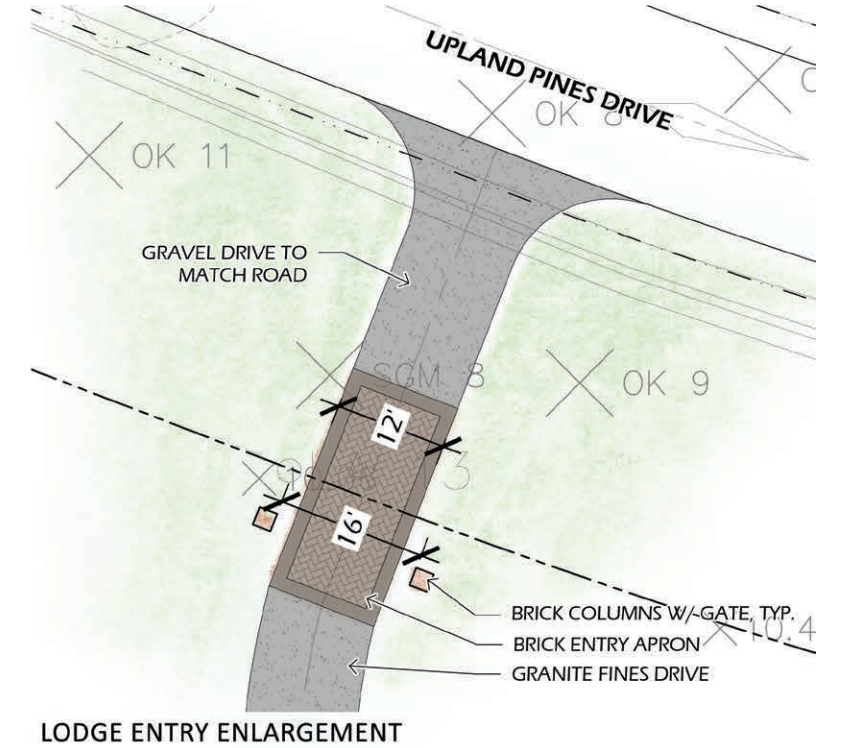
II. NORTH MASTER PLAN



II. SOUTH MASTER PLAN



II. LODGE SITE PLAN



ENTRY COLUMN AND GATE INSPIRATION

II. LODGE ELEVATIONS

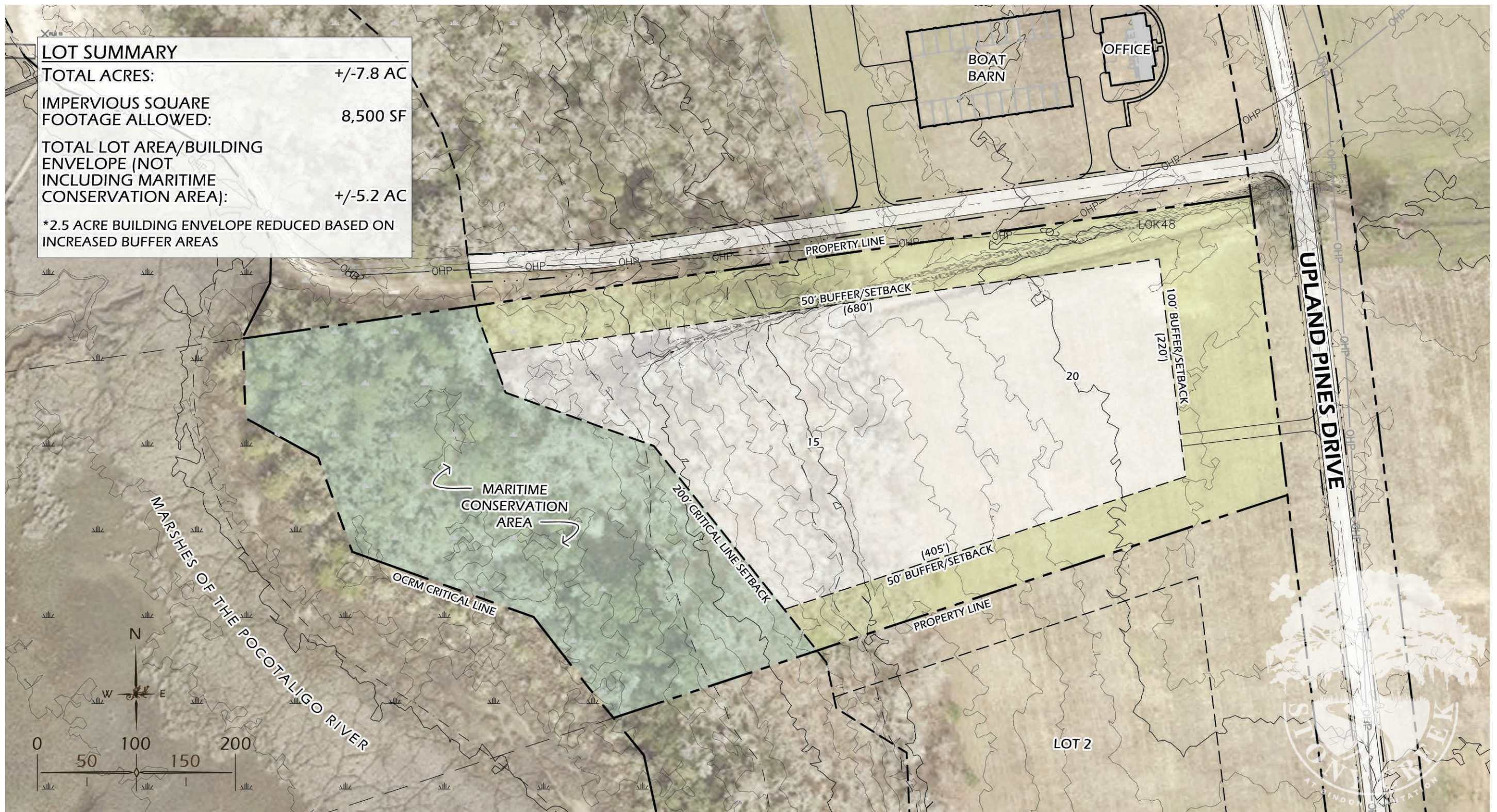


Front Elevation



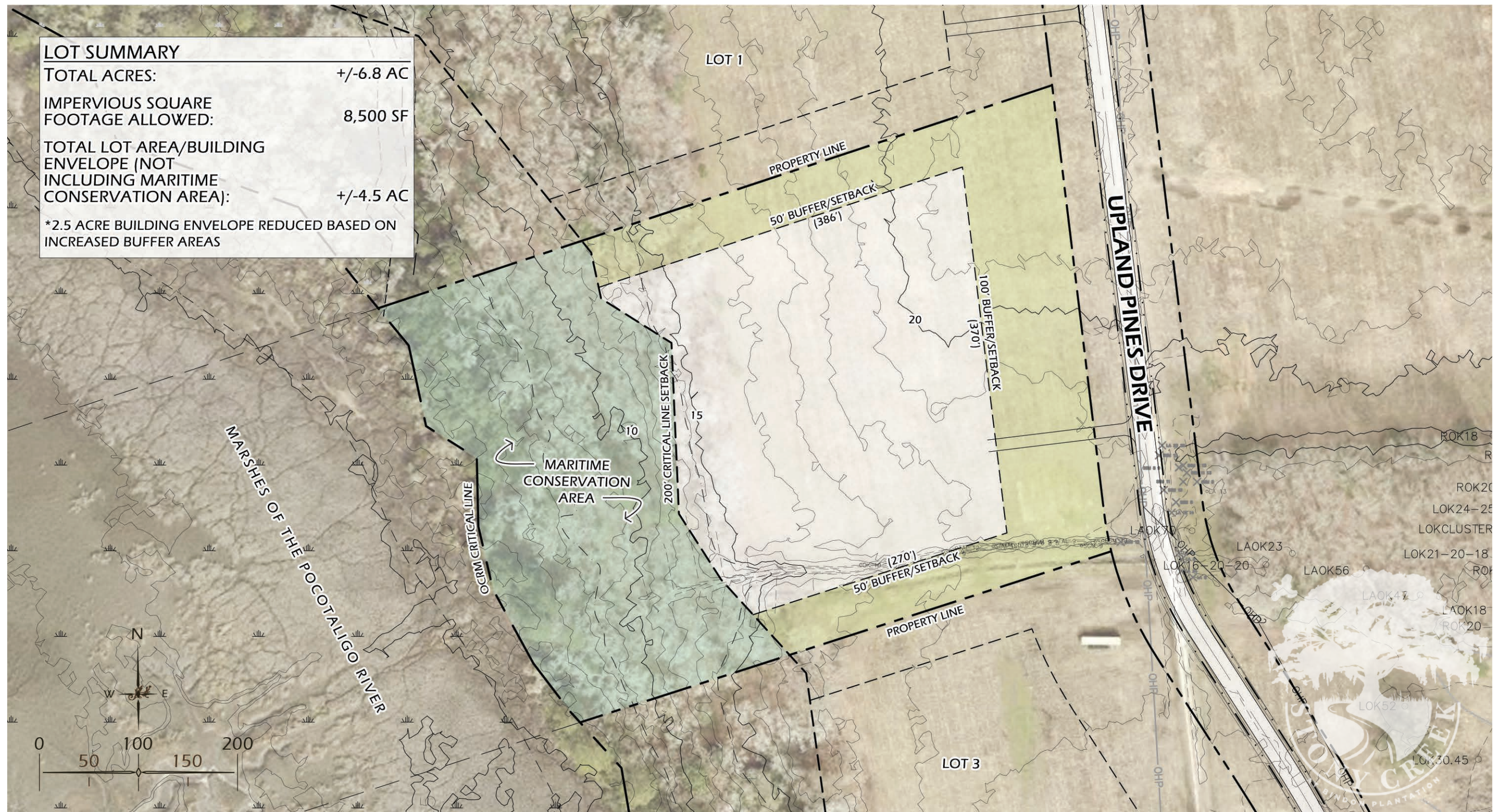
Rear Elevation

LOT 1



LOT SUMMARY	
TOTAL ACRES:	+/-7.8 AC
IMPERVIOUS SQUARE FOOTAGE ALLOWED:	8,500 SF
TOTAL LOT AREA/BUILDING ENVELOPE (NOT INCLUDING MARITIME CONSERVATION AREA):	+/-5.2 AC
*2.5 ACRE BUILDING ENVELOPE REDUCED BASED ON INCREASED BUFFER AREAS	

LOT 2

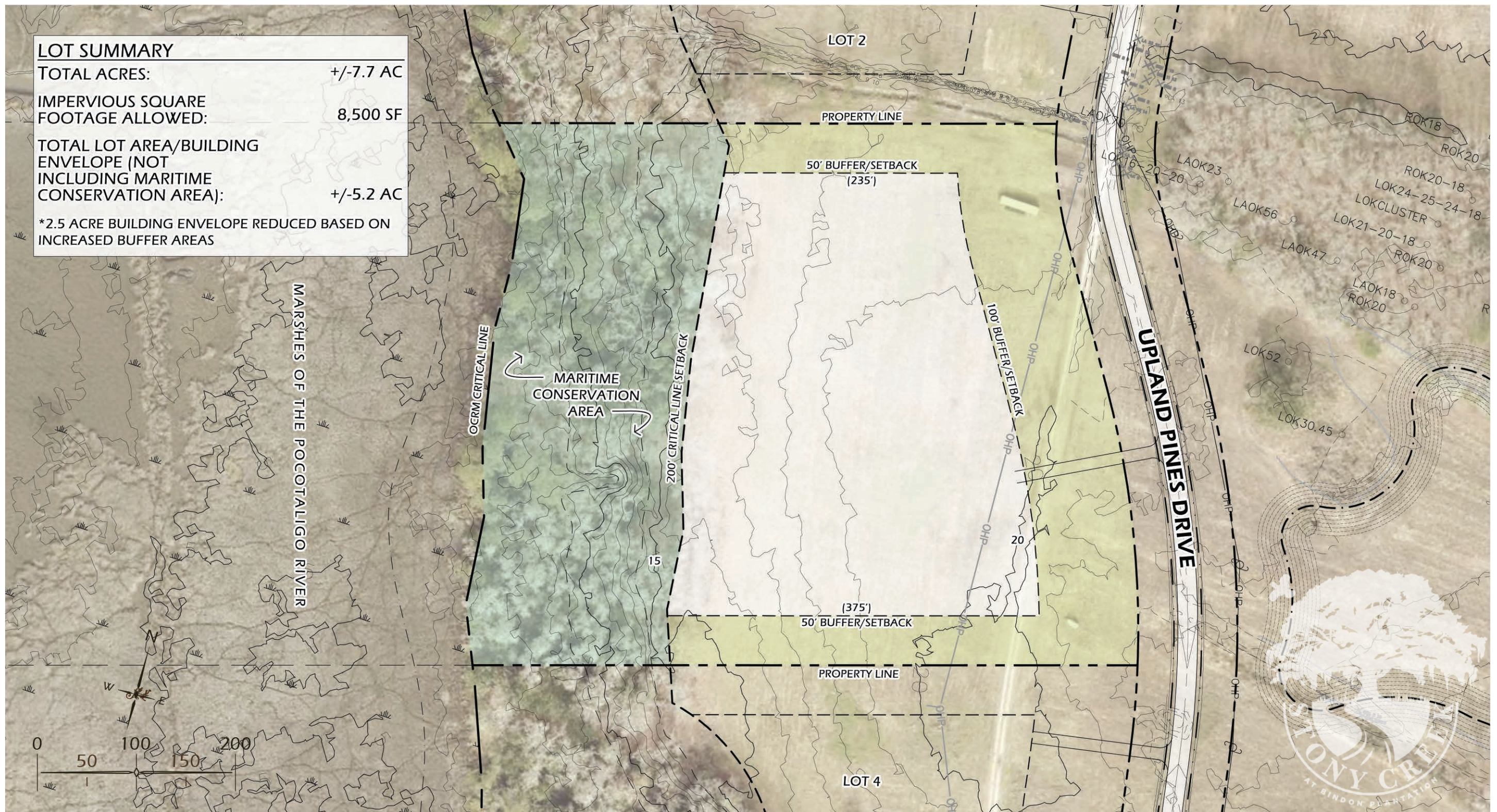


LOT SUMMARY	
TOTAL ACRES:	+/-6.8 AC
IMPERVIOUS SQUARE FOOTAGE ALLOWED:	8,500 SF
TOTAL LOT AREA/BUILDING ENVELOPE (NOT INCLUDING MARITIME CONSERVATION AREA):	+/-4.5 AC
*2.5 ACRE BUILDING ENVELOPE REDUCED BASED ON INCREASED BUFFER AREAS	

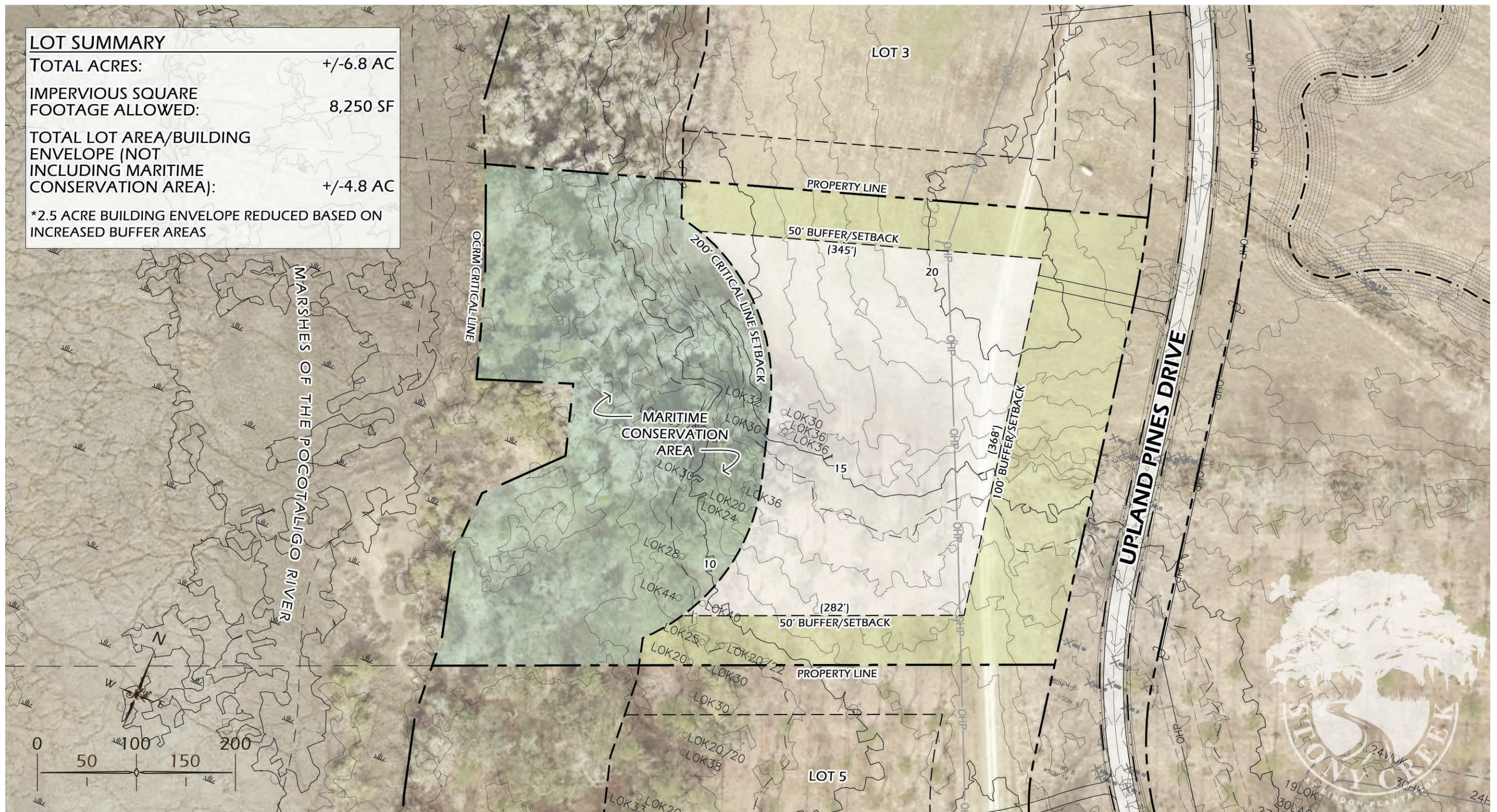
LOT 3

LOT SUMMARY

TOTAL ACRES:	+/-7.7 AC
IMPERVIOUS SQUARE FOOTAGE ALLOWED:	8,500 SF
TOTAL LOT AREA/BUILDING ENVELOPE (NOT INCLUDING MARITIME CONSERVATION AREA):	+/-5.2 AC
*2.5 ACRE BUILDING ENVELOPE REDUCED BASED ON INCREASED BUFFER AREAS	



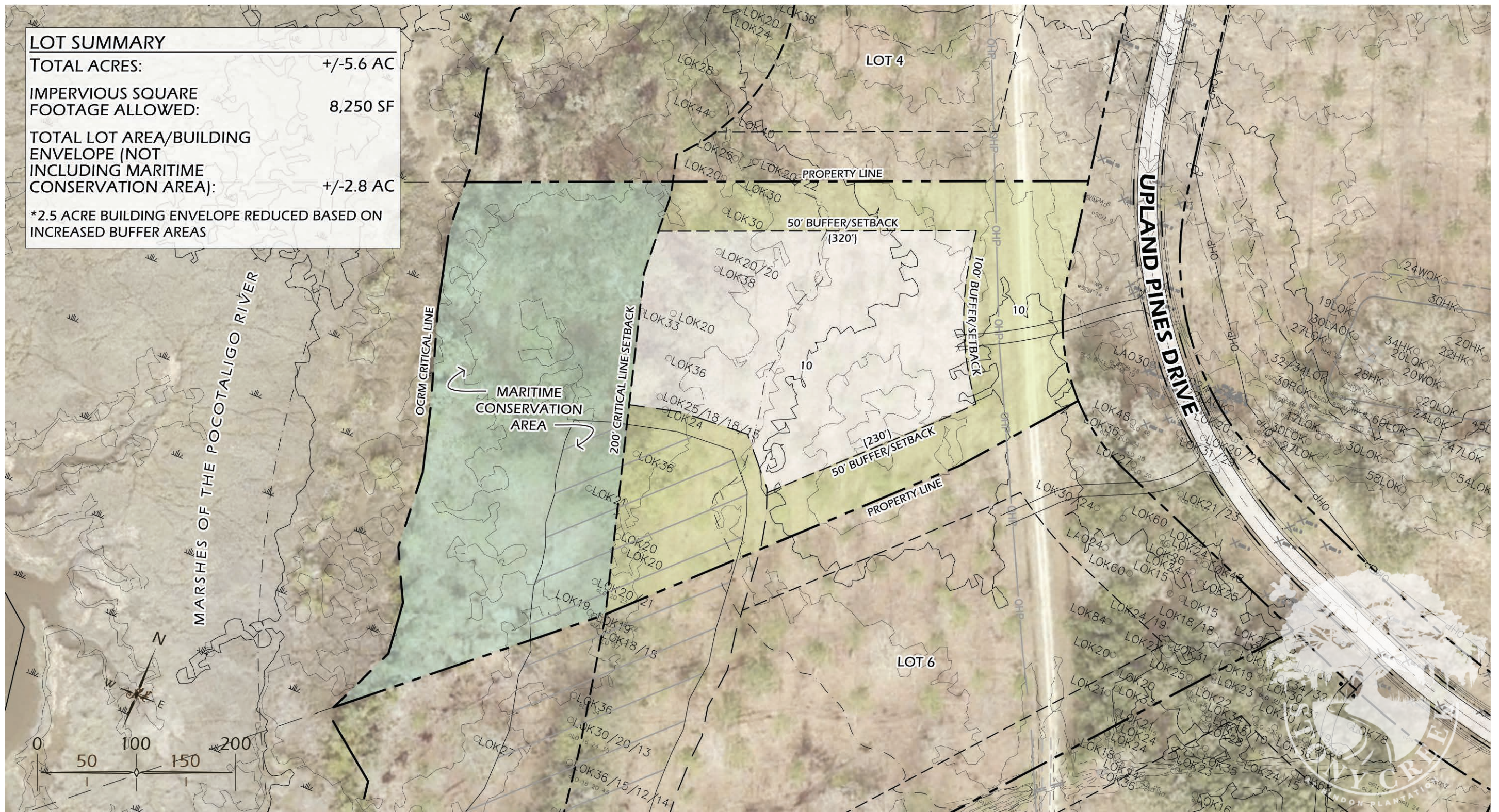
LOT 4



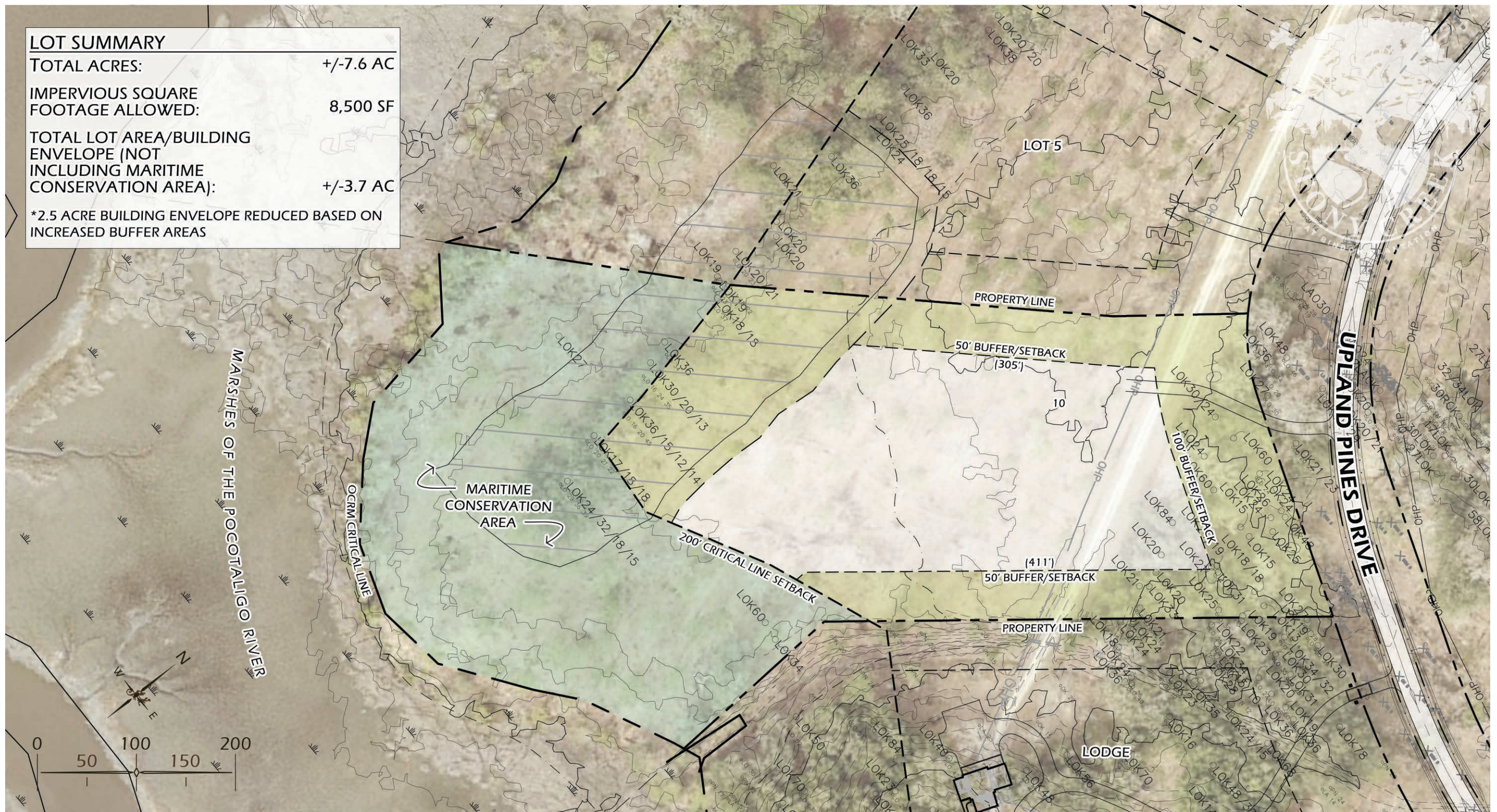
LOT 5

LOT SUMMARY

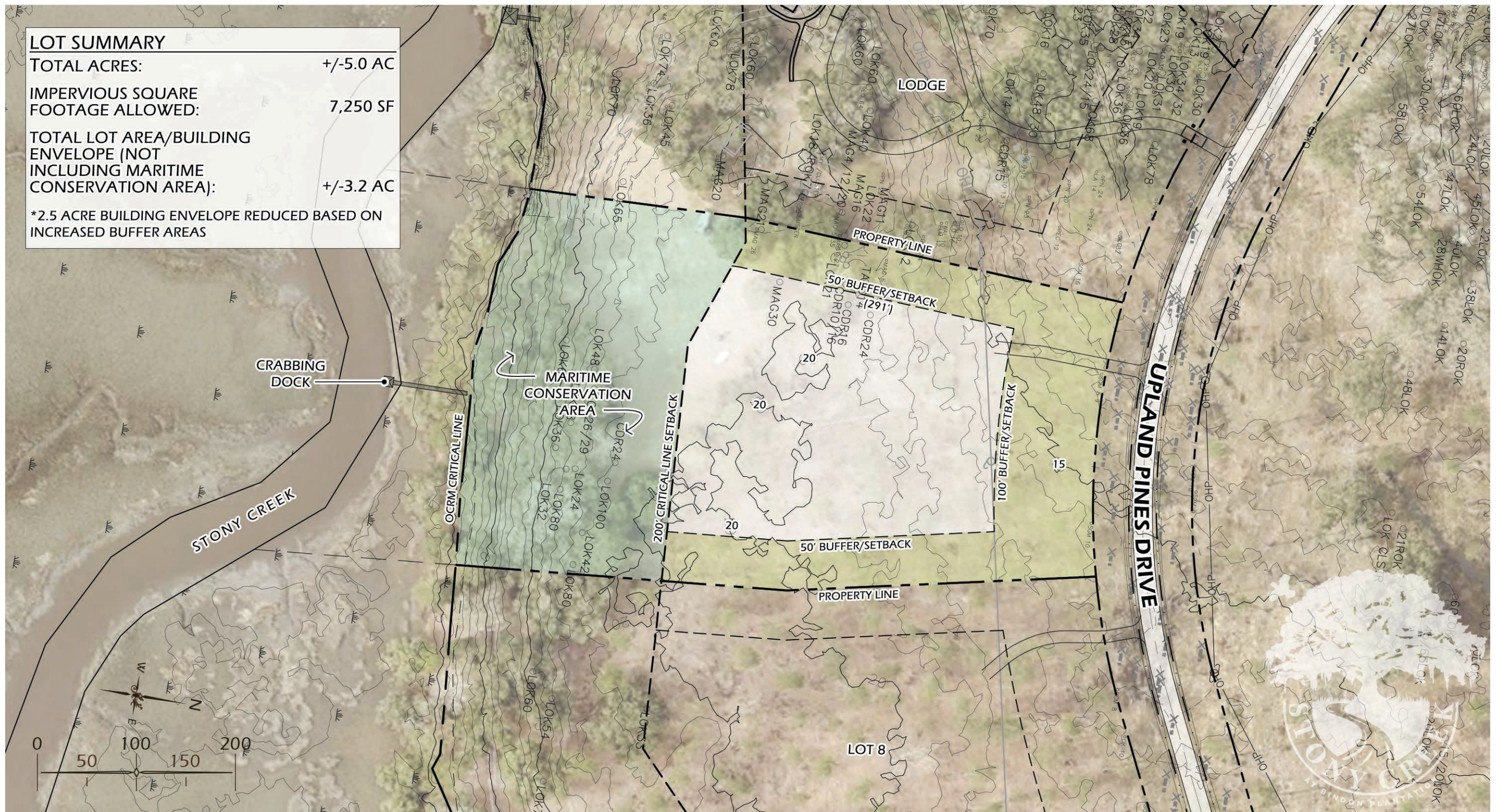
TOTAL ACRES:	+/-5.6 AC
IMPERVIOUS SQUARE FOOTAGE ALLOWED:	8,250 SF
TOTAL LOT AREA/BUILDING ENVELOPE (NOT INCLUDING MARITIME CONSERVATION AREA):	+/-2.8 AC
*2.5 ACRE BUILDING ENVELOPE REDUCED BASED ON INCREASED BUFFER AREAS	



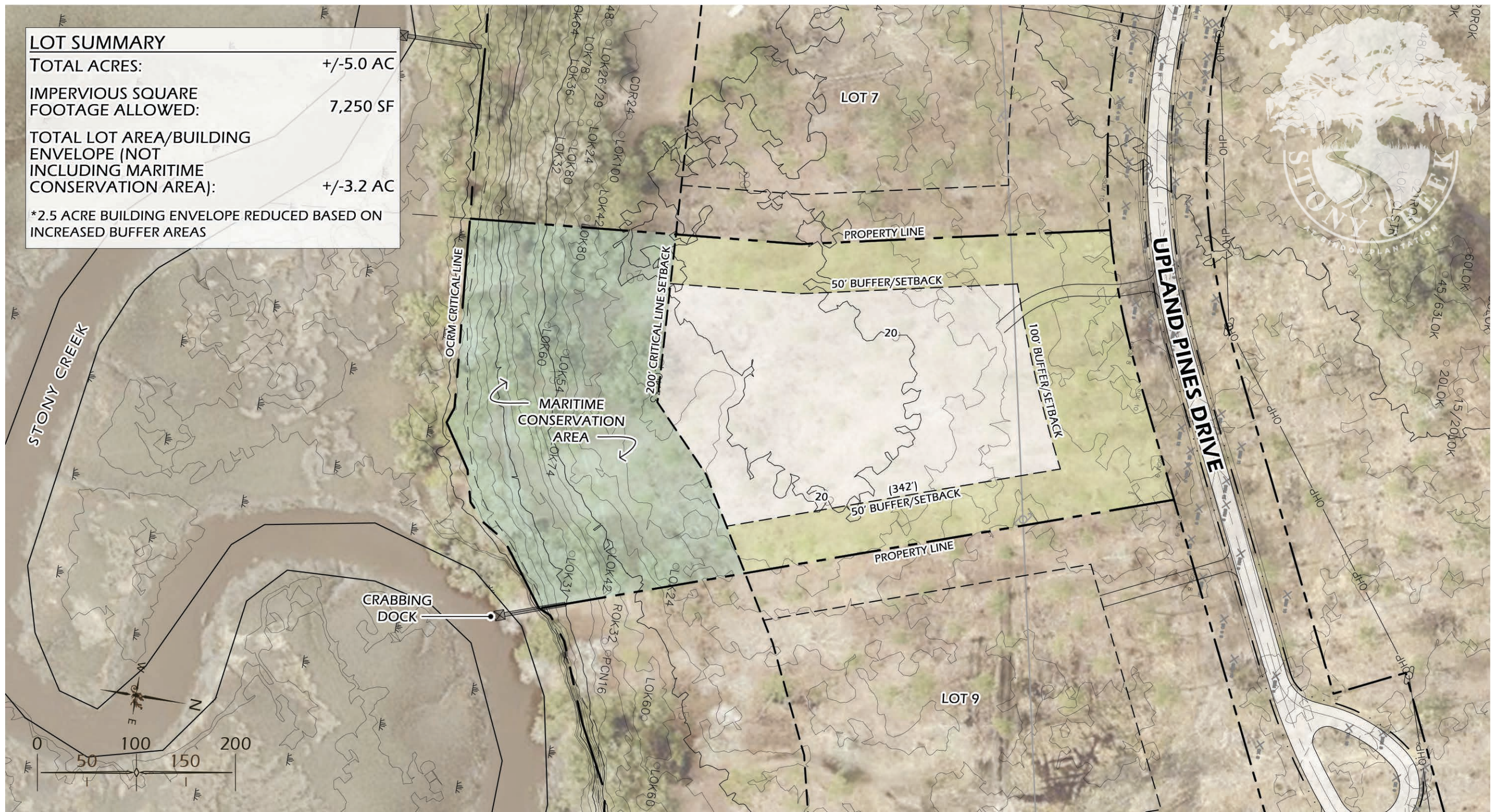
LOT 6



LOT 7

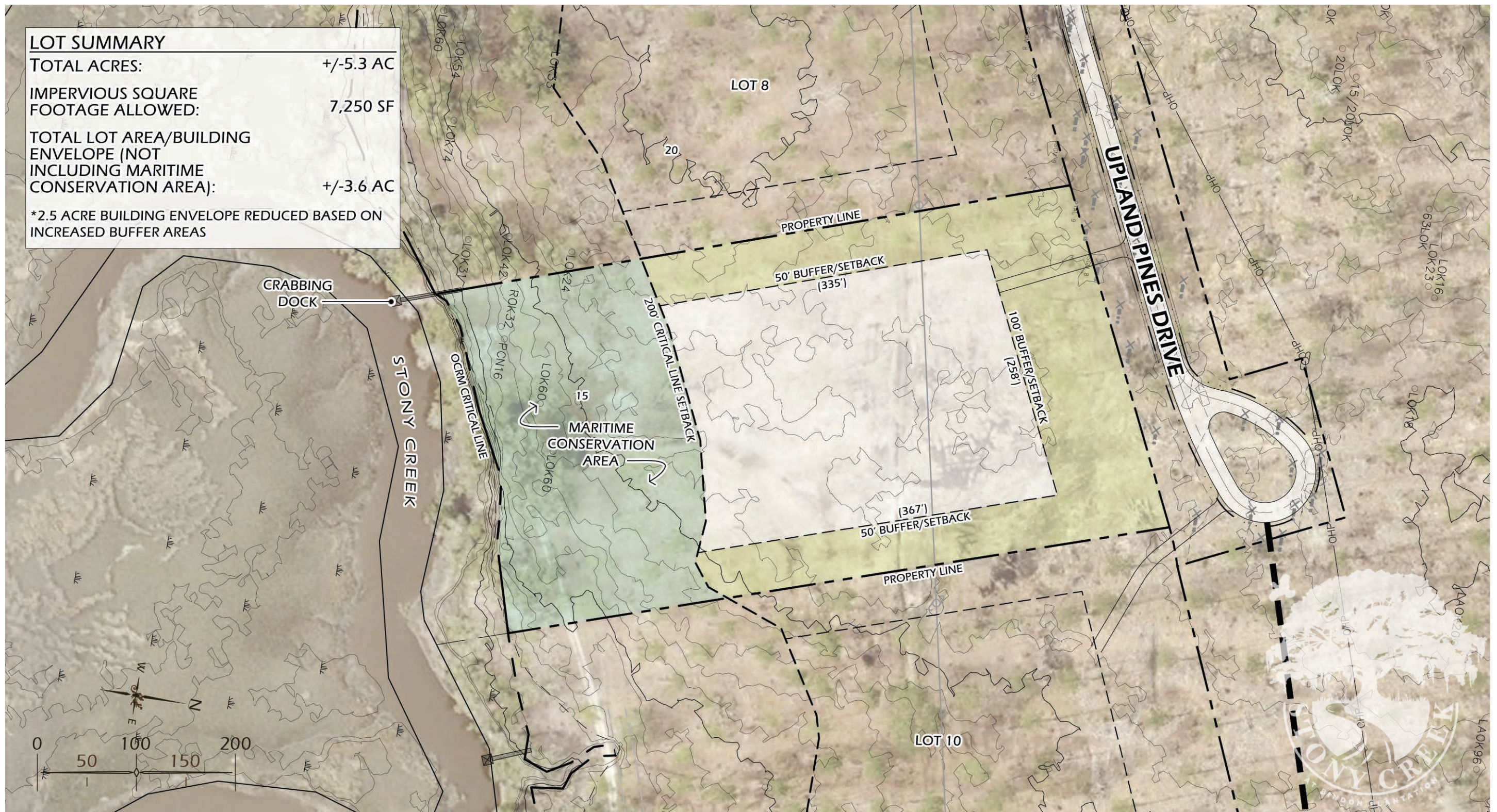


LOT 8



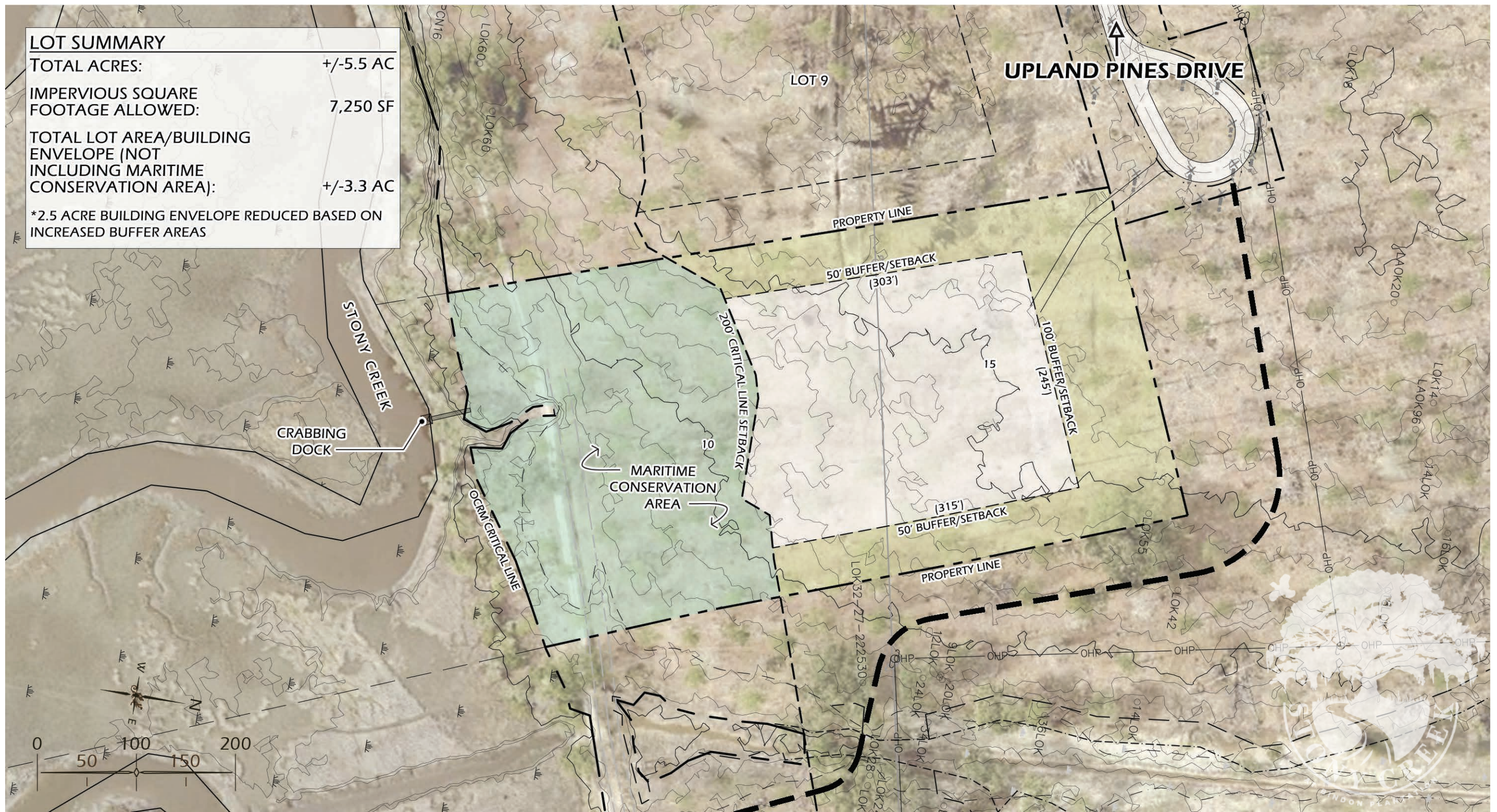
LOT SUMMARY	
TOTAL ACRES:	+/-5.0 AC
IMPERVIOUS SQUARE FOOTAGE ALLOWED:	7,250 SF
TOTAL LOT AREA/BUILDING ENVELOPE (NOT INCLUDING MARITIME CONSERVATION AREA):	+/-3.2 AC
*2.5 ACRE BUILDING ENVELOPE REDUCED BASED ON INCREASED BUFFER AREAS	

LOT 9



LOT SUMMARY	
TOTAL ACRES:	+/-5.3 AC
IMPERVIOUS SQUARE FOOTAGE ALLOWED:	7,250 SF
TOTAL LOT AREA/BUILDING ENVELOPE (NOT INCLUDING MARITIME CONSERVATION AREA):	+/-3.6 AC
*2.5 ACRE BUILDING ENVELOPE REDUCED BASED ON INCREASED BUFFER AREAS	

LOT 10



II. MASTER PLAN

D. Buffers and Setbacks

To enhance each property's privacy, the *Master Plan* illustrates minimum building setback line and buffer lines for lots responding to their individual features. Unless shown otherwise on the general plan typical buffers are: 100 feet from the front right-of-way line, 50 feet from adjacent side yard property lines, and 200 foot buffer from the OCRM critical line. Buffers will create natural, forested areas that screen built improvements from adjacent property. The removal of trees and vegetation 4" caliper inches and greater in the buffer area is prohibited. The only exception is to remove diseased, dead, or invasive, non-indigenous plant species. Request for exceptions, including a recommendation letter from a certified arborist, shall be submitted to the ARB for approval prior to any removal. Built improvements (with the exception of a driveway or entry monument) may not be located in the buffer. The addition of native plantings is encouraged in these buffers to provide additional screening/privacy.

E. Front Yard Nature Buffer and Driveway Orientation

The following example (figure 2-1) illustrates the driveway orientation and native landscape in the front yard buffer. Please refer to the Landscape guidelines and Driveway section for further guidance with respect to driveways:

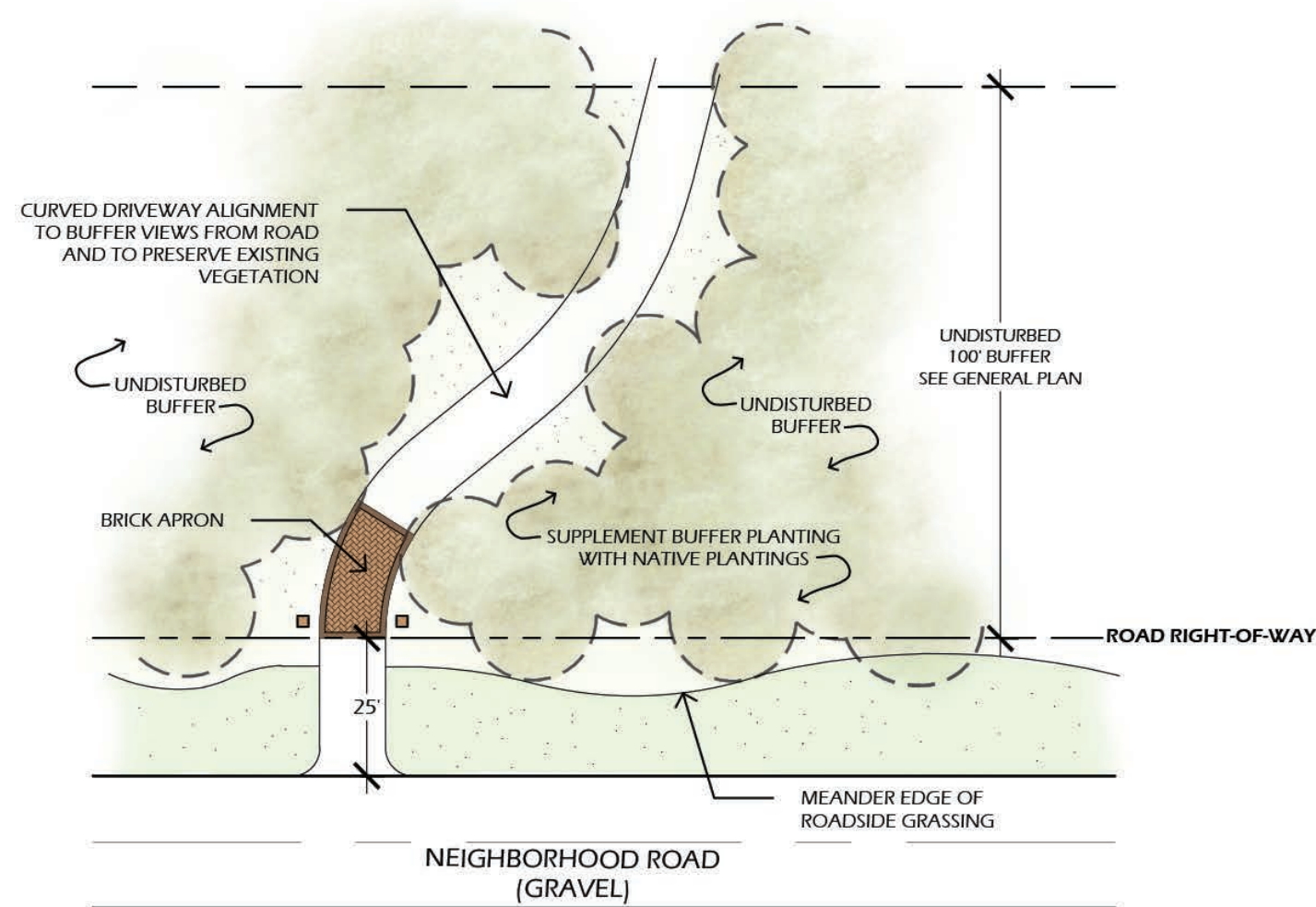


FIGURE 2-1: FRONT SETBACK AND DRIVEWAY ORIENTATION

II. MASTER PLAN

F. 2.5 Acre Building Envelope

Each home site has been planned to provide usable land for building a home and accessory structures. The General Plan illustrates desirable building envelope for the purpose of pre-planning. These are suggested areas based on each site's natural features. The final building location can occur anywhere inside the building envelope.

G. Principal Residence and accessory dwellings

Per the Conservation Easement, one principal residential building shall be allowed on each site. One secondary house, no larger than 1500 SF of heated space is permitted on the same lot as the principal residence. Accessory structures include garages, studio's, and ancillary non-residential structures and swimming pools, boats sheds, horse stables and barns (see Conservation Easement section 3.7). The cumulative impervious square footage of all residential structures shall not exceed the maximum square footage allowed per Appendix 1 impervious lot coverage allocation.

H. Septic Systems

Individual drain fields drip systems'or drain fields' are required and must be approved by the appropriate regulatory agencies. As part of the overall community planning, suitable soils were identified on each home site as illustrated on the *Master Plan*.

I. Wells

Wells must be approved by the appropriate regulatory agencies.



III. CHARACTER OF ARCHITECTURE

A. Overview

The architectural character for *Stony Creek* shall be Authentic Southern Architecture. Materials shall be consistent with Southern Coastal Architecture (Brick, Tabby, Stucco, Wood etc). Detail shall be consistent with Southern Architecture (Columns, Large Porches, Large Roof Overhangs, Dormers, Rased Foundations, High Ceilings, etc.). The Design Review Board has the sensitive job of ensuring that a diverse range of styles (Traditional, Modern, Farmhouse, Lowcountry, French Colonial, Georgian, Greek, etc.) all are in keeping with Southern Architecture and the community.

It is required that homeowners plan to use a South Carolina registered architect to design their home. The design review board can provide a list of recommended architects or owners may hire the firm of their choice. Creativity and design excellence are encouraged, and the DRB shall accept a wide range of materials and color palettes. All designs must go through a review process with the DRB before construction begins.

INSPIRATION IMAGERY



IV. SITE DEVELOPMENT AND LANDSCAPE GUIDELINES

A. Site Planning

Each home site within Stony Creek has its own unique characteristics that will influence how the site is planned. A careful examination of the site prior to construction to gain understanding of these characteristics is recommended. It is encouraged that a tree and topographic site survey be obtained as a part of this examination. Consideration of adjacent homes, natural features, significant vegetation, views and solar orientation will be important factors in determining the best site plan.

B. Grading

Site grading should be kept to a minimum and shall not alter off-site drainage patterns. Where possible, existing site topography should be respected, allowing site improvements to flow with the land rather than requiring major grade changes. Earthen berms and ponds that effect existing drainage patterns are discouraged and will require a site grading plan submitted by a South Carolina licensed landscape architect or civil engineer. A tree (8" and greater) and topographic survey will also be required as part of this grading plan submittal. All storm water management shall be in accordance with Beaufort County Stormwater Ordinance.

C. Site Clearing

Upon consideration of the natural elements, the house shall be situated on site and the limits of the building footprint, driveway and clearing shall be identified. It is strongly recommended that significant vegetation on site be preserved, and the architecture is located amongst existing trees and vegetation. All clearing and tree removals shall be in accordance with Town of Yemassee code and ordinances.

D. Driveways

Driveways to the primary residence shall consider the location of existing trees, topography, and compatibility with natural site features. Approved driveway materials include, brick (apron only), plantation mix gravel, brick pavers and porous pavers. All Driveways shall be permeable materials with exception of transition points at Entry from neighborhood streets and within the 2.5 acre Building envelope.

The Following are specific driveway design criteria:

- » Maximum driveway width: 12 feet
- » Minimum horizontal clearance: 16 feet clear, or as required by Fire Department
- » 16 feet Maximum Apron Width (where driveway meets roadway)
- » Where possible utilize existing, natural clearings in driveway alignment
- » Straight driveway alignments are discouraged. Driveways should meander through buffer areas minimizing views from neighborhood streets through to a residence.

IV. SITE DEVELOPMENT AND LANDSCAPE GUIDELINES

E. Driveway Aprons

Driveway aprons are to be installed to provide a consistent aesthetic along the neighborhood streets. The aprons are to be 25' feet from the edge of Meridian Road as illustrated in figure 4-1 and material shall be asphalt or approved equal. All disturbed areas adjacent to the driveway apron shall be seeded with native grass.

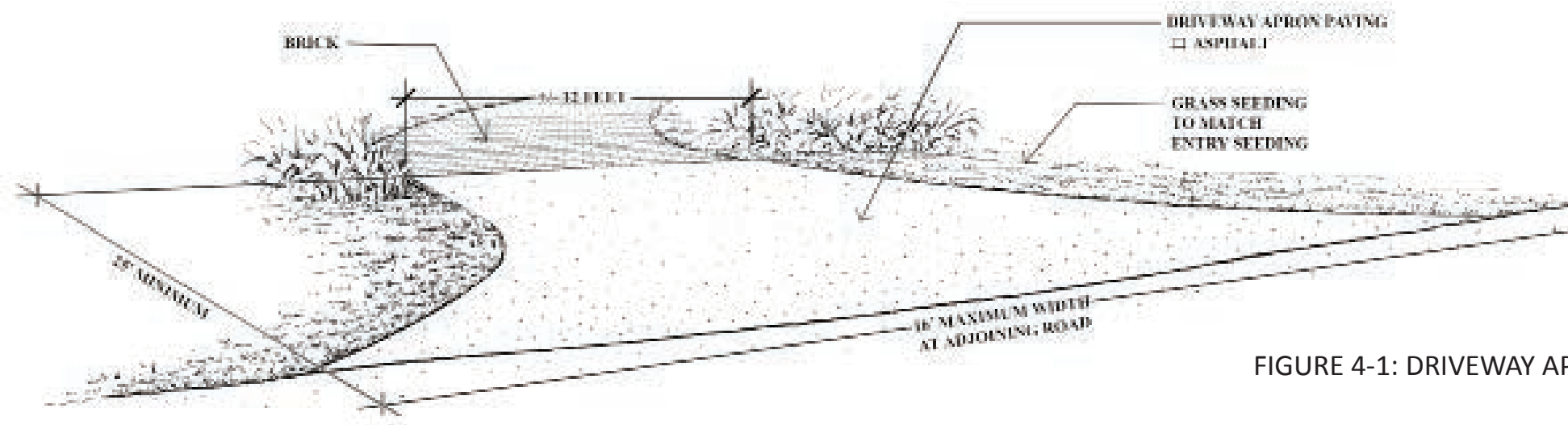


FIGURE 4-1: DRIVEWAY APRON SKETCH

APPROVED DRIVEWAY MATERIAL:

Garden Path / Spring Mix



Bahama Coral



Plantation Mix Variation



Crushed Shell



E. Entry Monuments and Gates

Entry monuments and gates are allowed within the 100' street buffer. The monuments, walls and fencing shall be constructed with approved detail provided:

The following are specific entry monument criteria:

- » Maximum entry monument height: 8'
- » Fence height: 4'-6"
- » Setback from right-of-way: see Typ. homesite plan
- » Minimum horizontal clearance between column : 16 feet clear, or as required by Fire Department

APPROVED ENTRY MONUMENTATION AND GATE AESTHETIC:



IV. SITE DEVELOPMENT AND LANDSCAPE GUIDELINES

G. Site Features (continued)

» Fencing

Fencing shall be planned with respect to the architecture and designed in an unobtrusive manner. Fence heights shall not exceed 6'. Barbed wire fence and solid masonry walls are not permitted. Chain link fencing is not permitted. The preferred fencing colors are earth tones that blend with the natural environment (dark browns and dark greens). Fencing should be located to prevent visibility from Meridian road and adjacent properties. In some cases buffer plantings (Landscape Screening) may be required to achieve this.

» Swimming Pools

Swimming pools and equipment should be located to prevent visibility from the community / or adjacent properties. In some cases buffer plantings (Landscape Screening) may be required to achieve this.

Swimming pool design and construction must be approved by the appropriate regulatory agencies.

» Garden Structures

Trellis, gazebos, arbors, columns, and gateways used within the landscape shall be complimentary in style to the architecture of the house. Garden structures location and design must be included in submittal plans for review and approval by the DRB. Garden structures should be located to prevent visibility from the community road and adjacent properties. In some cases Buffer plantings (Landscape Screening) may be required to achieve this.

» Outdoor Lighting

Area, accent and landscape lighting is subject to review and approval by the DRB. All lighting shall conceal the point source of the light and shall not negatively affect adjacent landowners. Outdoor lighting should only be bright enough to provide adequate downward light for safety and movement through exterior spaces and aesthetic/accent lighting of landscape and landscape elements. Lighting within the buffer shall be limited to low voltage landscape lights within 5 feet of driveway entrances.

Accent lighting on walls, buildings, landscaping and trees shall be used when illumination effects are desired. However, accent lighting shall not negatively affect adjacent homeowners or be visible from the roadway. The point source of accent lighting shall be concealed by using shielded fixtures when illuminating vertical elements.

Lighting along driveways and walks shall be limited to path lights a maximum of 2 feet in height and be equally spaced throughout.

The lighting plan shall indicate the location, type and specifications for all fixtures used. In general, the lighting, both fixture types and areas lighted, shall complement the home and architecture.

IV. SITE DEVELOPMENT AND LANDSCAPE GUIDELINES

G. Site Features (continued)

» Recreational Areas

The location and appearance of recreational areas such as playgrounds, basketball courts, tennis courts and other permanent structures are subject to review and approval by the DRB. All equipment shall blend in with the surrounding natural environment or architecture. Recreational areas should be located to prevent visibility from the community road and adjacent properties. In some cases Buffer plantings (Landscape Screening) may be required to achieve this. Lighting for recreational areas will require a plan be submitted to the DRB and be subject to review and approval. The plan must include lighting locations, cut sheets and photometrics. Cut-off fixtures will be required and in some cases additional separation from adjacent properties and the community road may be required. All impervious surfaces shall not exceed allocated amounts per lot.

» Pet Facilities

The location and appearance of dog runs or pens are subject to review and approval by the DRB. They should be located to prevent visibility from the community road and adjacent properties. In some cases Buffer plantings (Landscape Screening) may be required to achieve this. Residents shall comply with all Town of Yemassee regulations concerning pet licenses and ordinances. It is strongly encouraged that additional physical separation and plant screening be provided between pet facilities and adjacent properties.

H. Landscape Plan

A landscape plan shall be submitted to address the following:

- Plan shall locate all disturbed areas and disturbance limits.
- Provide plan to re-vegetate all areas disturbed during construction with plantings, lawn, mulch, etc.
- Planting material shall include native and indigenous plant material. All landscape outside the building area shall be native plantings organized in a naturalized pattern.



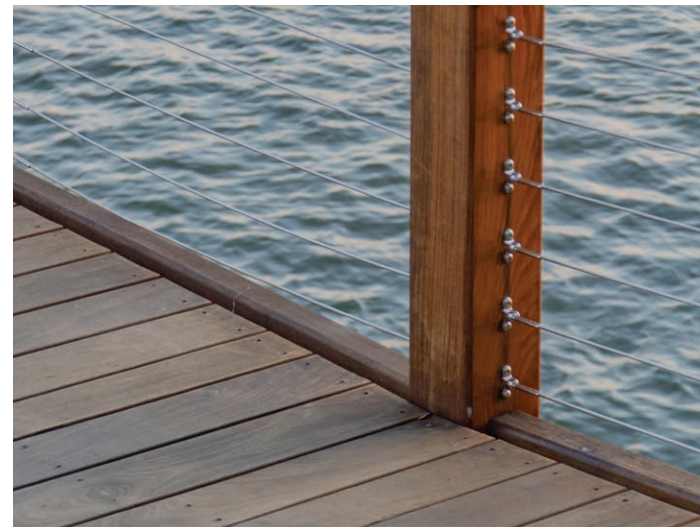
IV. SITE DEVELOPMENT AND LANDSCAPE GUIDELINES

H. Docks

The following are specific dock requirements:

- » All roof material to be dark green.
- » Colors for all wood to be natural earth-tone colors.

DOCK INSPIRATION:



V. CONSTRUCTION REGULATIONS AND SIGNAGE

A. Construction Site Management

Lot owners are responsible for the actions of of and any violations of rules and regulations by contractors, sub-contractors, suppliers, employees, and any other persons involved in construction on their lot. Owners must ensure the following:

- Home sites are kept clean of all debris and waste.
- Stockpiles of materials are kept stacked and orderly and outside of view from community road and adjacent properties.
- Streets are kept free of sediment and other building materials.
- Unless otherwise approved by the DRB, construction hours are limited to the hours between 7:00 a.m. and 7:00 p.m. Saturday construction hours are limited to the hours between 9:00 a.m. and 5:00 p.m. No construction activity shall occur on National Holidays or Sundays without pre-approval from the DRB.

The DRB reserves the right to remedy any deviations from the construction site management guidelines or the Covenants. This includes the right to close any construction site until the unsatisfactory condition(s) are corrected.

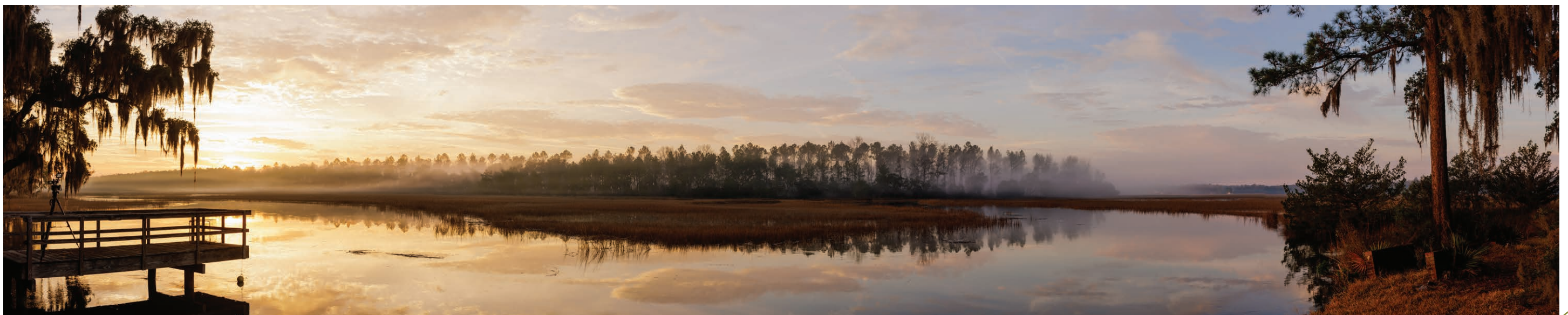
B. Environmental Stewardship

Every effort will be made through the site plan review and home construction process to protect the environment.

In addition to the standards noted above, owners will be required by the County, and other government agencies, to meet certain environmental planning criteria such as limitations dealing with Protected Resources and Wetlands. The DRB does not interpret or enforce these criteria.

C. Signage

Lot owners are not allowed to place signs or banners of any kind (including real estate signs approved by DRB) their lot or any portion of Stony Creek.



Stony Creek 09-07-23

VI. DESIGN REVIEW PROCESS AND FORMS

Approval Process: The guidelines outlined here are intended to protect the aesthetics of the, buffers, share community areas (private drive and entry) and homeowners privacy. The design and development standards govern all the property within the community. All plans for site development and structures must be approved by the DRB before any construction begins

A. Reviewer

The site development and architectural review for Stony Creek is conducted by the Declarant or its assignee or by the Design Review Board (DRB). The term ‘reviewer’, as used in this document refers to any of the three entities above.

B. Structure

So long as the Declarant owns any properties within Stony Creek, it has exclusive rights for approving all submittals relating to architecture, other structures, and site work, lighting, signage and landscaping in the community. The Declarant may, at any time, assign these rights via written documents executed by the Declarant, to an assignee, or other entity. The Declarant, in the meantime, shall be the sole interpreter of the Design and Development Standards, the sole monitor of their effectiveness and may add additional guidelines as it deems appropriate.

C. Review Fees

The standard review fee is \$1,500. The Declarant or its assignees shall set additional review fees at their digression and charge them to applicants for items listed below.

- Recreation area lighting
- Significant grading (ponds, earthen berms, or grading for areas greater than 2 acres)
- Compliance Deposit: \$10,000

D. Review Procedures

It is the responsibility of the homeowner to obtain and complete an application for plan review that includes a checklist of all items required for the design and approval process. This application shall be submitted to the DRB before any construction can begin.

E. Review Process

The plan review will allow the DRB to review each home and site plan and provide any necessary comments prior to each builder or homeowner proceeding with construction. A concept plan review with comments shall not constitute a final approval or disapproval. No construction may commence until plans addressing the comments have been submitted and a final approval letter is issued.



Submittals should include:

- Site plan locating and illustrating all improvements including buildings, driveway, driveway apron, mailbox and clearing limits
- Landscape additions to the buffer areas.
- Architectural plans and elevations
- Well approvals from government agencies
- Septic system approvals from government agencies

G. Appeal If an application Plan Approval has been denied; or if the approval is subject to certain conditions; or iff the builder or homeowner disputes the DRB’s findings; the Builder or Homeowner may notify the DRB, in writing, their desire to have the extenuating circumstances of the submittal re-reviewed. If the DRB agrees to the second review, the application will be sent to an independent, third party for review. The fees associated with the third party review will be paid by the applicant.

H. Permits

Before construction can begin, all permits must be obtained as required by Local, State and Federal Law.

I. Pre-construction review

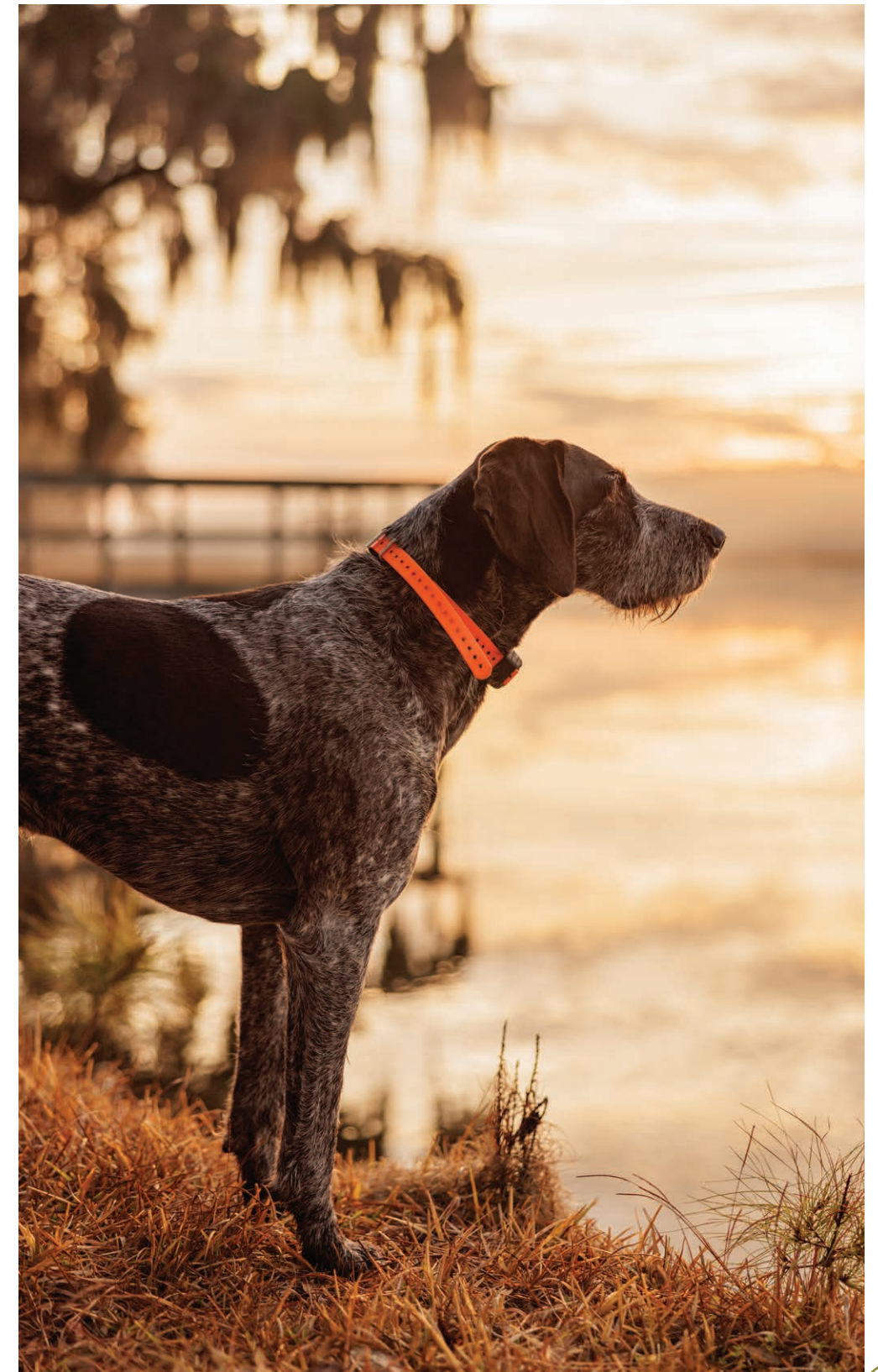
Construction may begin once an approval letter from the DRB has been secured.

J. Modifications and Changes

It is anticipated that modifications and changes may be necessary during or following construction. Minor changes that do not substantially alter the location of design elements, change the design concept, or require approval of a government agency may be reviewed and approved verbally by a DRB representative. All other changes are required to be resubmitted to the DRB for review and approval.

L. Submittal Forms

The following pages contains the submittal review form:



STONY CREEK

Review Application Date: _____

Lot Number: _____

Street Address: _____

Owner/Builder: _____

Street Address: _____

Phone: _____

Cell: _____

Email: _____

Architect: _____

Street Address: _____

Phone: _____

Please include the following items with your Preliminary Architectural Review Application:

1. Site plan locating and illustrating all improvements including buildings, driveway, driveway apron, mailbox and clearing limits
2. Landscape additions to the buffer areas.
3. Architectural plans and elevations
4. Driveway and apron details
5. Septic system approvals from government agencies
6. Other information that may be helpful to the Design Review Board

Submit Information to:

Stony Creek

Contact information:

Phone: -----

Email: -----

Review Board Use Only

Approved

Approved with limiting conditions (see attached)

Not approved

Signature DRB Board Member

Date

Signature of Owner

Date

DRAFT



STOLTS
ONY CREEK
AT BINDON PLANTATION



Letter of Power Availability

September 10, 2021

Correspondence Sent Electronically

Ryan Lyle
Andrews Engineering
Beaufort, S.C.

Re: Stoney Creek, Yemassee, S.C.

Mr. Lyle,

I am pleased to inform you that Dominion Energy will be able to provide electric service to the above referenced project. Electric service will be provided in accordance with Dominion Energy General Terms and Conditions, other documents on file with the South Carolina Public Service Commission, and the company's standard operating policies and procedures. To begin engineering work for the project, the following information will need to be provided:

- 1.) Detailed utility site plan (AutoCAD format preferred) showing water, sewer, and storm drainage as well as requested service point/transformer location.
- 2.) Additional drawings that indicate wetlands boundaries, tree survey with barricade plan and buffer zones (if required), as well as any existing or additional easements will also be needed.
- 3.) Electric load breakdown by type with riser diagrams and desired metering specifications.

Please note that for multi-occupancy residential developments per SC Public Service Commission Regulation 103-327(A): *All service delivered to new multi-occupancy residential premises at which units of such premises are separately rented, leased or owned shall be delivered by an electric utility based on individual meter measurement for each dwelling*

Dominion Energy construction standards and specifications are available here:
<https://www.dominionenergy.com/south-carolina/start-stop-service/new-construction>

If you have any questions, please contact me at 843-540-1315.

Sincerely,

Parks Moss

Parks Moss
Senior Key Account Manager
Dominion Energy South Carolina



6 SNAKE ROAD, OKATIE, SC 29909-3937
Phone 843.987.8100 | Fax 843.548.0096
Customer Service 843.987.9200
Operations & Maintenance 843.987.8046
Engineering 843.987.8065
www.bjwsa.org

Our mission: Inspire trust and enhance public health

JOE MANTUA, PE, GENERAL MANAGER

October 4, 2021

Ryan Lyle, P.E.
Andrews Engineering
2712 Bull St., Ste. A
Beaufort, SC 29902

Via email: ryan@andrews-sc.com

Subject: Availability – Trask Parkway/Kings Highway, TMS# R710 012 000 0003 0000, R710 012 000 0002 0000, and R710 012 000 001A 0000.

Mr. Lyle:

This letter is in response to the water and sewer availability request for Bindon Plantation at the above referenced parcel(s). Please be advised that water and sewer services are not available in this area. The closest water and sewer assets are located at the intersection of Kings Highway and Low Country Lane, approximately 10,000 feet west of parcel R710 012 000 0002.

Should you have questions or require additional information, please contact me at 843-987-8082 or james.clardy@bjwsa.org.

Sincerely,

James Clardy
Development Projects Manager

JBC/mya

JAMES E. BAKER, JR.
CHAIR

GREGORY A. PADGETT
VICE CHAIR

DONNA L. ALTMAN
SECRETARY/TREASURER

MICHAEL L. BELL
IMMEDIATE PAST CHAIR

LORRAINE W. BOND
R. THAYER RIVERS, JR.

BRANDY M. GRAY
GERALD H. SCHULZE

ANDERSON M. KINGHORN, JR.
WILLIAM SINGLETON, Ed.D.

J. ROBERT McFEE, PE

Lowcountry Regional Water System

513 Elm St West
Hampton, SC 29924

Phone: 803-943-1006
Fax: 803-943-1014

WATER AND SEWER AVAILABILITY

Complete both sides of this form if you would like to obtain information on the availability of water and/or sewer service to a location that is currently not served by LRWS, or for changes to the type of service at an existing location.

I am requesting information on the availability of:

(check all that apply) **Water Availability** **Sewer Availability**

Please Note:

LRWS makes no representation as to the capacity and pressure to the water demands for the above properties. If large demands or fire flows are anticipated, the developer may contact the engineering department to request a flow test.

LRWS makes no representations as to the capacity or available depth to tie into the sanitary sewer system for the above properties. The developer's site engineer or contractor must perform their own investigation as to the depth, size and material of the existing sanitary main within the street. Sanitary sewer services must be designed in accordance with LRWS Sewer Use Ordinance and SCDHEC Standards for Wastewater Facility Construction (R61.67). Based upon the proposed building and the location and depth of the available sewer, a grinder pump system may be required.

LRWS will provide a written response within 7 working days of receipt of the completed request form.

This is not an application for service. Application for water and/or sewer service may be made at the LRWS Office at 513 Elm St. West, Hampton, SC 29924. Application fees must be paid at the time of application for water and/or sewer service.

Service Location: <u>Bindon Plantation, 124 Trask Parkway, Beaufort County</u>	
Street Address	
<u>Yamassee</u>	<u>R710 012 000 001A 0000, R710 012 000 0002 0000, R710 012 000 0003 0000</u>
Town	TMS/Parcel Number
Will the property be subdivided? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Owner/Applicant: <u>Ramm</u>	<u>Chris</u>
Last	First
Development/Business Name (if applicable): <u>Stony Creek at Bindon, LLC</u>	
Mailing Address: <u>4505 Country Club Road, Suite 220</u>	
Street Address	
<u>Winston-Salem, NC 27104</u>	
City, State, Zip	
Email: <u>Chris.Ramm@TaylorCompanies.us</u>	Phone: <u>336-442-1377</u>
<i>Continued on other side</i>	

Type of Development (select all that apply and provide information required):

Single Family Residence – number of persons in home _____

Multi-Family Residence – number of units _____

Restaurant / Bar – number of seats _____

Car Wash – number of bays _____

Laundromat – number of washers _____

Church – number of seats _____

Beauty/Barber Shop – number of chairs _____

Medical Office / Clinic – number of employees _____

Office / Store / Administration Building – number of employees _____

Motel – number of units _____

Nursing home / Institution – number of beds _____

School / day care – number of students/staff _____

Service Station – number of employees _____

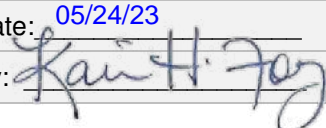
Factory / Industry – number of employees _____ Type of Industry: _____

Other – describe 20 lot residential subdivision with community boat storage and community lodge.

Will a separate fire line be required? ____ Yes No

Office Use Only

<u>Water Service</u>	<u>Sewer Service</u>
<input type="checkbox"/> Water Available: Water main is located on street frontage	<input type="checkbox"/> Sewer Available: Sewer main is located on street frontage
<input type="checkbox"/> Water Available – Conditional: Water can be provided if applicant extends a water main. Contact LRWS Engineering for requirements.	<input type="checkbox"/> Sewer Available – Conditional: Sewer can be provided if applicant extends a sewer main. Contact LRWS Engineering for requirements.
<input checked="" type="checkbox"/> Water Not Available	<input checked="" type="checkbox"/> Sewer Not Available
Comments:	

LRWS Review		
Administration	Engineering	Field Supervisor
Date: _____	Date: 05/24/23	Date: _____
By: _____	By: 	By: _____

Sheldon Township Fire District

Post Office Box 129
Sheldon, South Carolina 29941
Office (843) 846-9221
Fax (843) 846-8011
Emergency 911

*Walter "Buddy" Jones
Chief*

September 13, 2023

Matt Garnes
Town of Yemassee

RE: Bindon Planation / Stoney Creek

Dear Mr. Garnes:

Sheldon Fire Department has reviewed and approved the project as submitted. Attached is the landscape plan showing the opening of both main entrance gates and lodge gates.

If you should need anything further, please do not hesitate to call.

Respectfully,


Walter F. Jones, III
Fire Chief

WJ/jw

Mr. Ryan,

Received your message. Can we touch base on Monday...

Dale Glass, Asst. Fire Chief

Sheldon Fire District

(843)846-9221 Office

(843)812-9321 Cell

(843)846-8011 Fax

On Monday, August 14, 2023 at 01:26:34 PM EDT, Ryan Lyle, PE <rlyle@davisfloyd.com> wrote:

Dale

Good afternoon!

Just left you a voicemail as well but wanted to be sure there were no additional items beyond the ones we discussed onsite which I listed below.

If you could please reply to this email and we will get the revised finalized documents prepared and delivered to your office in order to secure your official approval letter.

Thanks

Ryan Lyle

From: Ryan Lyle, PE <rlyle@davisfloyd.com>

Sent: Tuesday, July 25, 2023 12:35 PM

To: DALE GLASS <chiefdglass403@yahoo.com>

Cc: Luke Wilen, PE <lwilen@davisfloyd.com>

Subject: RE: Stoney Creek Dry Hydrants

Dale,

Thank you and Chief Jones for meeting onsite this morning!

I noted below the concern you shared onsite that I plan to address this afternoon or tomorrow morning:

1. **Gates**
 - a. **Main** entrances- these main gates will be ok since the road is **20'** wide and columns separated adequately
 - b. **Lot** entrances – if lot owners decide to also gate their individual driveways, make sure they are **16'** clear between columns
2. Dry hydrants
 - a. Change 6" hose fitting to 5"
 - b. Revise detail note "Yemassee FD" to "Sheldon FD"
 - c. Add sign - Sheldon FD to provide us with an image of, or the number for the specific sign to be placed near the dry hydrant
3. Drought study
 - a. Provided yesterday by email and paper copy provided onsite today
4. Addressing
 - a. North – all lots and community amenity structures are addressed off of Upland Pines Drive (parcels already provided address numbers by Town)
 - b. South- all lots will be addressed from "Laurium Drive" (Town/County address numbers forthcoming)
5. Fire Alarms
 - a. Recommended in all habitable structures

Please let me know if you have anything further so I can revise, provide you with final documents and you provide the official fire approval letter.

Thanks

Ryan

From: Luke Wilen, PE <lwilen@davisfloyd.com>

Sent: Monday, July 24, 2023 10:36 AM

To: DALE GLASS <chiefdglass403@yahoo.com>

Cc: Ryan Lyle, PE <ryle@davisfloyd.com>

Subject: FW: Stoney Creek Dry Hydrants

Mr. Glass:

Please find attached the 50-year drought study and updated fire protection exhibits. Please reach out if you have any questions or require additional information.

Thanks,

Luke

(843) 379-2222

From: Ryan Lyle, PE <ryle@davisfloyd.com>

Sent: Friday, July 21, 2023 9:33 AM

To: Luke Wilen, PE <lwilen@davisfloyd.com>
Subject: Fwd: Stoney Creek Dry Hydrants

Luke, I spoke with the fire marshal who requires we prepare a 50 year drought study. Thanks!

Get [Outlook for iOS](#)

Ryan
(843) 379-2222

From: DALE GLASS <chiefdglass403@yahoo.com>
Sent: Friday, July 21, 2023 9:12:07 AM
To: Ryan Lyle, PE <rlyle@davisfloyd.com>
Subject: Re: Stoney Creek Dry Hydrants

Ryan,

Call Buddy on his cell (843)812-9534 or the office at (843)846-9221.

Dale Glass, Asst. Fire Chief

Sheldon Fire District

(843)846-9221 Office

(843)812-9321 Cell

(843)846-8011 Fax

On Thursday, July 20, 2023 at 05:17:47 PM EDT, Ryan Lyle, PE <rlyle@davisfloyd.com> wrote:

Dale,

Good afternoon!

I live north of Yemassee so ideally we would meet one morning next week on my way in to work while it's still relatively cool outside!

I could be there by 7:30am but really open to your schedule anytime next week. Please let me know what day and time works best for you.

Thank you!

From: DALE GLASS <chiefdglass403@yahoo.com>
Sent: Thursday, July 20, 2023 2:21 PM
To: Ryan Lyle, PE <rlyle@davisfloyd.com>
Subject: Stoney Creek Dry Hydrants

Mr. Ryan,

Can you please provide me with some days to pick from that you would be available to look at the Dry Hydrants location for Stoney Creek.

Thank you,

Dale Glass, Asst. Fire Chief

Sheldon Fire District

(843)846-9221 Office

(843)812-9321 Cell

(843)846-8011 Fax

From: Luke Wilen, PE <lwilen@davisfloyd.com>

Sent: Thursday, July 20, 2023 11:52 AM

To: chiefdglass403@yahoo.com

Cc: Ryan Lyle, PE <rlyle@davisfloyd.com>

Subject: Stoney Creek at Bindon Plantation Fire Protection Exhibits and Dry Hydrant Calculations

Mr. Glass:

Please find attached the pdfs of the fire protection exhibits and dry hydrant calculations for the Stoney Creek at Bindon Plantation North and South Subdivisions. Please contact Ryan Lyle (rlyle@davisfloyd.com) to schedule a field visit at your convenience. Feel free to contact either myself or Ryan if you have any questions or require additional information.

Thanks,

Luke

(843) 379-2222



**PERMIT TO CONSTRUCT
Onsite Wastewater System**

File Nbr:
County:

Name:	Address:	Program Code:
Type Facility:		System Code:
Subdivision:		Water Supply:
Block:	Lot:	Site:
TM#:		

PERMIT TO CONSTRUCT SYSTEM SPECIFICATIONS

See engineered system design and supporting documentation.

SPECIAL INSTRUCTIONS/CONDITIONS

THIS PERMIT IS SITE SPECIFIC. ANY CHANGES TO THE SYSTEM MUST BE APPROVED BY DHEC. ALTERNATIVE TRENCH PRODUCTS APPROVED UNDER STATE RULES AND REGULATIONS MAY BE SUBSTITUTED. ANY UNAPPROVED CHANGES WILL VOID THIS PERMIT.

This Permit To Construct and Operate is issued pursuant to the SCDHEC Specialized Onsite Wastewater Systems for Peak Flows less than 1500 GPD.

Issuance of this Specialized Onsite Wastewater System Permit To Construct does not relinquish the property owner of responsibility in attaining any and all necessary approvals or permits required to develop this property.

PERMIT TO CONSTRUCT

The Permit To Construct is issued upon the system design, certification, and other supporting documentation as required by this standard and supplied by:

(Engineering Company)

(Consulting Engineer)

(Soil Classifier)

(State and License Number)

(State and License Number)

(Plan Date)

(Project Number)

Any Permit To Construct and Operate that is issued pursuant to this Standard shall be based upon the consulting engineer's design, certification, and other supporting documentation.

Reviewed By: Natalie Kirkpatrick

Date: _____

DHEC 1781 (01/2014)
This Permit will Expire and Become Null and Void Five (5) Years from the Issuance Date.

This Permit is Appealable Under the Administrative Procedures Act. There may be an Additional Fee for Changes in this Permit that Require a Site Reevaluation.



APPROVAL TO OPERATE
Onsite Wastewater System

File Nbr:
County:

Name:

Type Facility:

Subdivision:

Block:

TM#:

Address:

Lot:

Site:

Program Code:

System Code:

Water Supply:

ACTUAL INSTALLATION

The Final Approval is issued upon the system certified "as built" plan of the actual installation, and other supporting documentation as required by this standard and supplied by the Consulting Engineer.

FINAL APPROVAL

(Consulting Engineer)

(State and License Number)

(Plan Date)

(Project Number)

(As Built Date)

The consulting engineer shall be responsible for supervising construction of the system and providing SCDHEC with a certified "as built" plan of the actual installation. Any Final Approval that is released pursuant to this Standard shall be based upon this engineering certification.

Comments:

Licensed Installer

Printed Name _____ License # _____

I hereby certify the system was installed in accordance with the referenced permit and R.61-56.

Licensed Installer Signature _____ Date _____

APPROVED TO PLACE INTO OPERATION

THIS CERTIFICATE OF FINAL APPROVAL IN NO WAY GUARANTEES THE LIFE OF THE SYSTEM OR THAT IT WILL FUNCTION PROPERLY UNDER ANY OR ALL CONDITIONS. ANY PERMIT TO CONSTRUCT AND OPERATE THAT IS ISSUED PURSUANT TO THIS STANDARD SHALL BE BASED UPON THE CONSULTING ENGINEER'S DESIGN CERTIFICATION AND OTHER SUPPORTING DOCUMENTATION.

Reviewed By: _____ Date: _____



**PERMIT TO CONSTRUCT
Onsite Wastewater System**

File Nbr:
County:

Name:

Program Code:

Type Facility:

Address:

System Code:

Subdivision:

Water Supply:

Block:

Lot:

Site:

TM#:

PERMIT TO CONSTRUCT SYSTEM SPECIFICATIONS

See engineered system design and supporting documentation.

SPECIAL INSTRUCTIONS/CONDITIONS

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This Permit To Construct and Operate is issued pursuant to the SCDHEC Specialized Onsite Wastewater Systems for Peak Flows less than 1500 GPD.

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PERMIT TO CONSTRUCT

The Permit To Construct is issued upon the system design, certification, and other supporting documentation as required by this standard and supplied by:

(Engineering Company)

(Consulting Engineer)

(Soil Classifier)

(State and License Number)

(State and License Number)

(Plan Date)

(Project Number)

Any Permit To Construct and Operate that is issued pursuant to this Standard shall be based upon the consulting engineer's design, certification, and other supporting documentation.

Reviewed By:

Natalie Kirkpatrick

Date:

DHEC 1781 (01/2014)

This Permit will Expire and Become Null and Void Five (5) Years from the Issuance Date.

This Permit is Appealable Under the Administrative Procedures Act.

There may be an Additional Fee for Changes in this Permit that Require a Site Reevaluation.



APPROVAL TO OPERATE
Onsite Wastewater System

File Nbr:
County:

Name:

Type Facility:

Subdivision:

Block:

TM#:

Address:

Lot:

Site:

Program Code:

System Code:

Water Supply:

ACTUAL INSTALLATION

The Final Approval is issued upon the system certified "as built" plan of the actual installation, and other supporting documentation as required by this standard and supplied by the Consulting Engineer.

FINAL APPROVAL

(Consulting Engineer)

(State and License Number)

(Plan Date)

(Project Number)

(As Built Date)

The consulting engineer shall be responsible for supervising construction of the system and providing SCDHEC with a certified "as built" plan of the actual installation. Any Final Approval that is released pursuant to this Standard shall be based upon this engineering certification.

Comments:

Licensed Installer

Printed Name _____ License # _____

I hereby certify the system was installed in accordance with the referenced permit and R.61-56.

Licensed Installer Signature _____ Date _____

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Reviewed By: _____ Date: _____



**PERMIT TO CONSTRUCT
Onsite Wastewater System**

File Nbr:
County:

Name:

Program Code:

Type Facility:

Address:

System Code:

Subdivision:

Water Supply:

Block:

Lot:

Site:

TM#:

PERMIT TO CONSTRUCT SYSTEM SPECIFICATIONS

See engineered system design and supporting documentation.

SPECIAL INSTRUCTIONS/CONDITIONS

THIS PERMIT IS SITE SPECIFIC. ANY CHANGES TO THE SYSTEM MUST BE APPROVED BY DHEC. ALTERNATIVE TRENCH PRODUCTS APPROVED UNDER STATE RULES AND REGULATIONS MAY BE SUBSTITUTED. ANY UNAPPROVED CHANGES WILL VOID THIS PERMIT.

This Permit To Construct and Operate is issued pursuant to the SCDHEC Specialized Onsite Wastewater Systems for Peak Flows less than 1500 GPD.

Issuance of this Specialized Onsite Wastewater System Permit To Construct does not relinquish the property owner of responsibility in attaining any and all necessary approvals or permits required to develop this property.

PERMIT TO CONSTRUCT

The Permit To Construct is issued upon the system design, certification, and other supporting documentation as required by this standard and supplied by:

(Engineering Company)

(Consulting Engineer)

(Soil Classifier)

(State and License Number)

(State and License Number)

(Plan Date)

(Project Number)

Any Permit To Construct and Operate that is issued pursuant to this Standard shall be based upon the consulting engineer's design, certification, and other supporting documentation.

Reviewed By: Natalie Kirkpatrick

Date: _____

DHEC 1781 (01/2014)

This Permit will Expire and Become Null and Void Five (5) Years from the Issuance Date.

This Permit is Appealable Under the Administrative Procedures Act. There may be an Additional Fee for Changes in this Permit that Require a Site Reevaluation.



APPROVAL TO OPERATE
Onsite Wastewater System

File Nbr:
County:

Name:

Type Facility:

Subdivision:

Block:

TM#:

Address:

Lot:

Site:

Program Code:

System Code:

Water Supply:

ACTUAL INSTALLATION

The Final Approval is issued upon the system certified "as built" plan of the actual installation, and other supporting documentation as required by this standard and supplied by the Consulting Engineer.

FINAL APPROVAL

(Consulting Engineer)

(State and License Number)

(Plan Date)

(Project Number)

(As Built Date)

The consulting engineer shall be responsible for supervising construction of the system and providing SCDHEC with a certified "as built" plan of the actual installation. Any Final Approval that is released pursuant to this Standard shall be based upon this engineering certification.

Comments:

Licensed Installer

Printed Name _____ License # _____

I hereby certify the system was installed in accordance with the referenced permit and R.61-56.

Licensed Installer Signature _____ Date _____

APPROVED TO PLACE INTO OPERATION

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Reviewed By: _____ Date: _____



**PERMIT TO CONSTRUCT
Onsite Wastewater System**

File Nbr:
County:

Name:

Program Code:

Type Facility:

Address:

System Code:

Subdivision:

Water Supply:

Block:

Lot:

Site:

TM#:

PERMIT TO CONSTRUCT SYSTEM SPECIFICATIONS

See engineered system design and supporting documentation.

SPECIAL INSTRUCTIONS/CONDITIONS

THIS PERMIT IS SITE SPECIFIC. ANY CHANGES TO THE SYSTEM MUST BE APPROVED BY DHEC. ALTERNATIVE TRENCH PRODUCTS APPROVED UNDER STATE RULES AND REGULATIONS MAY BE SUBSTITUTED. ANY UNAPPROVED CHANGES WILL VOID THIS PERMIT.

This Permit To Construct and Operate is issued pursuant to the SCDHEC Specialized Onsite Wastewater Systems for Peak Flows less than 1500 GPD.

Issuance of this Specialized Onsite Wastewater System Permit To Construct does not relinquish the property owner of responsibility in attaining any and all necessary approvals or permits required to develop this property.

PERMIT TO CONSTRUCT

The Permit To Construct is issued upon the system design, certification, and other supporting documentation as required by this standard and supplied by:

(Engineering Company)

(Consulting Engineer)

(Soil Classifier)

(State and License Number)

(State and License Number)

(Plan Date)

(Project Number)

Any Permit To Construct and Operate that is issued pursuant to this Standard shall be based upon the consulting engineer's design, certification, and other supporting documentation.

Reviewed By: Natalie Kirkpatrick

Date: _____

DHEC 1781 (01/2014)

This Permit will Expire and Become Null and Void Five (5) Years from the Issuance Date.

This Permit is Appealable Under the Administrative Procedures Act. There may be an Additional Fee for Changes in this Permit that Require a Site Reevaluation.



APPROVAL TO OPERATE
Onsite Wastewater System

File Nbr:
County:

Name:

Type Facility:

Subdivision:

Block:

TM#:

Address:

Lot:

Site:

Program Code:

System Code:

Water Supply:

ACTUAL INSTALLATION

The Final Approval is issued upon the system certified "as built" plan of the actual installation, and other supporting documentation as required by this standard and supplied by the Consulting Engineer.

FINAL APPROVAL

(Consulting Engineer)

(State and License Number)

(Plan Date)

(Project Number)

(As Built Date)

The consulting engineer shall be responsible for supervising construction of the system and providing SCDHEC with a certified "as built" plan of the actual installation. Any Final Approval that is released pursuant to this Standard shall be based upon this engineering certification.

Comments:

Licensed Installer

Printed Name _____ License # _____

I hereby certify the system was installed in accordance with the referenced permit and R.61-56.

Licensed Installer Signature _____ Date _____

APPROVED TO PLACE INTO OPERATION

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Reviewed By: _____ Date: _____



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Onsite Wastewater System**

File Nbr:
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Name:

Program Code:

Type Facility:

Address:

System Code:

Subdivision:

Water Supply:

Block:

Lot:

Site:

TM#:

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SPECIAL INSTRUCTIONS/CONDITIONS

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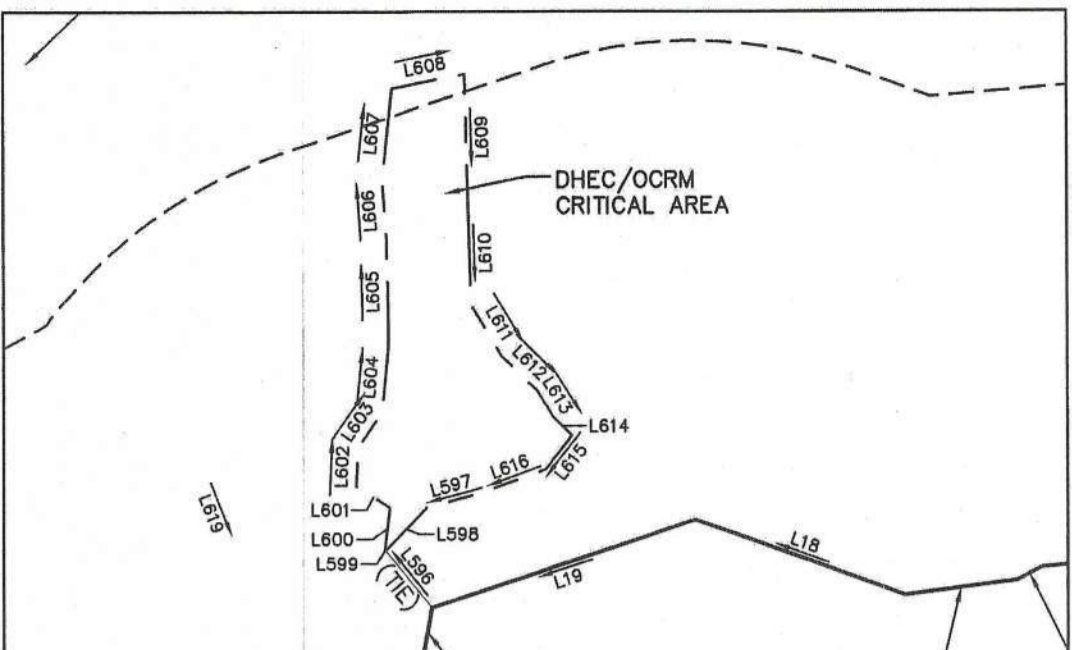
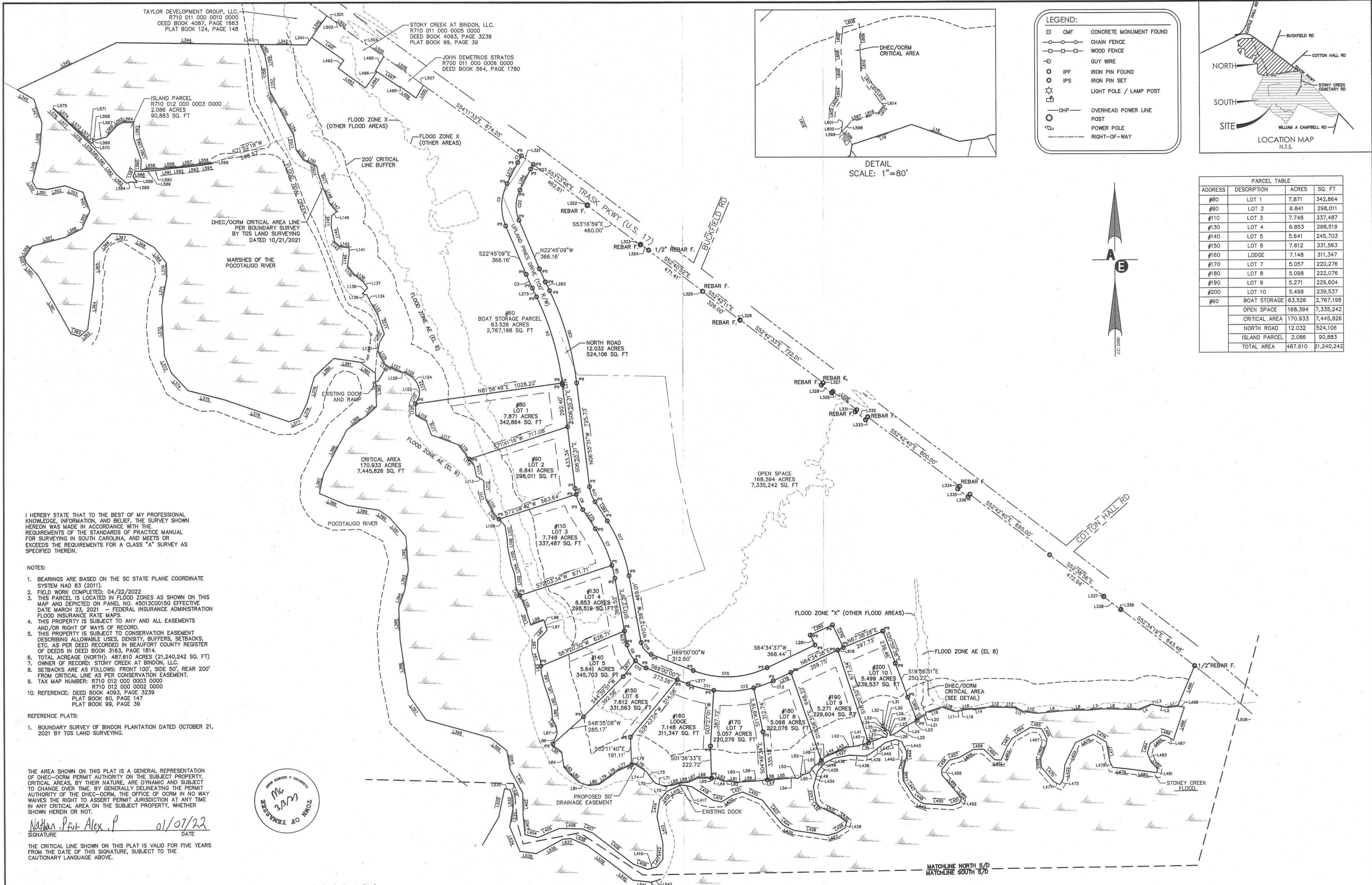
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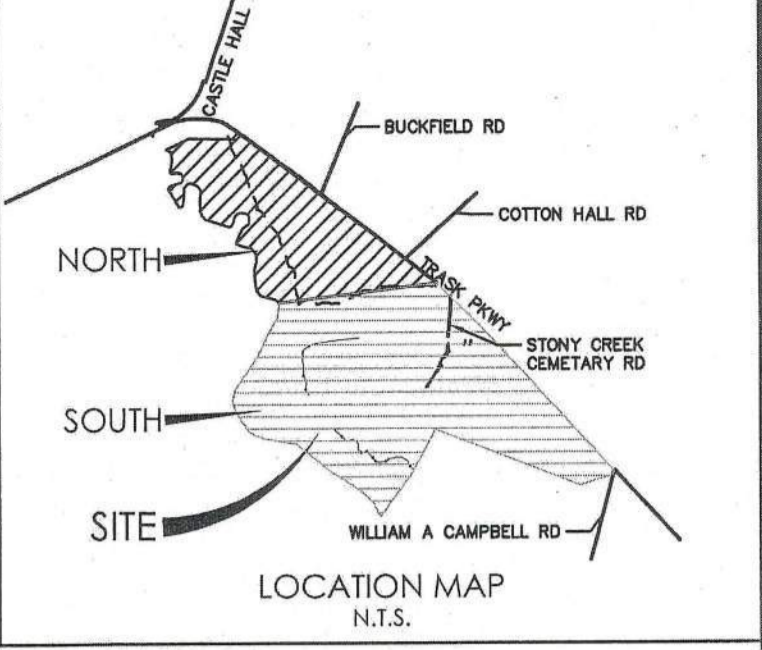
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Reviewed By: _____ Date: _____



LEGEND:

- CMF CONCRETE MONUMENT FOUND
- CHAIN FENCE
- WOOD FENCE
- GUY WIRE
- IPF IRON PIN FOUND
- IPS IRON PIN SET
- LIGHT POLE / LAMP POST
- OHP OVERHEAD POWER LINE
- POST
- POWER POLE
- RIGHT-OF-WAY



PARCEL TABLE			
ADDRESS	DESCRIPTION	ACRES	SQ. FT
#80	LOT 1	7.871	342,864
#90	LOT 2	6.841	298,011
#110	LOT 3	7.748	337,487
#130	LOT 4	6.853	298,519
#140	LOT 5	5.641	245,703
#150	LOT 6	7.612	331,563
#160	LOT 7	7.148	311,347
#170	LOT 8	5.057	220,276
#180	LOT 9	5.098	222,076
#190	LOT 10	5.271	229,604
#200	LOT 10	5.499	239,537
#60	BOAT STORAGE	63.526	2,767,198
	OPEN SPACE	168.394	7,335,242
	CRITICAL AREA	170.933	7,445,826
	NORTH ROAD	12.032	524,106
	ISLAND PARCEL	2.086	90,883
	TOTAL AREA	487.610	21,240,242

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

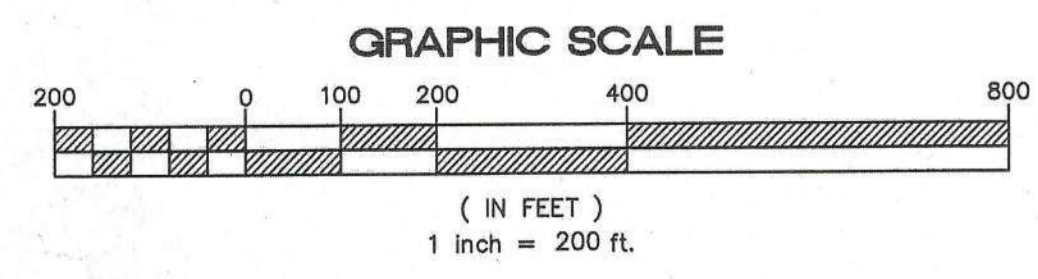
- NOTES:**
- BEARINGS ARE BASED ON THE SC STATE PLANE COORDINATE SYSTEM NAD 83 (2011).
 - FIELD WORK COMPLETED: 04/22/2022
 - THIS PARCEL IS LOCATED IN FLOOD ZONES AS SHOWN ON THIS MAP AND DEPICTED ON PANEL NO. 45013000150 EFFECTIVE DATE MARCH 23, 2021 - FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAPS.
 - THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHT OF WAYS OF RECORD.
 - THIS PROPERTY IS SUBJECT TO CONSERVATION EASEMENT DESCRIBING ALLOWABLE USES, DENSITY, BUFFERS, SETBACKS, ETC. AS PER DEED RECORDED IN BEAUFORT COUNTY REGISTER OF DEEDS IN DEED BOOK 3163, PAGE 1814.
 - TOTAL ACREAGE (NORTH): 487.610 ACRES (21,240,242 SQ. FT)
 - OWNER OF RECORD: STONY CREEK AT BINDON, LLC.
 - SETBACKS ARE AS FOLLOWS: FRONT 100', SIDE 50', REAR 200' FROM CRITICAL LINE AS PER CONSERVATION EASEMENT.
 - TAX MAP NUMBER: R710 012 000 0003 0000
 - R710 012 000 0002 0000
 - REFERENCE: DEED BOOK 4093, PAGE 3239
 - PLAT BOOK 80, PAGE 147
 - PLAT BOOK 99, PAGE 39

- REFERENCE PLATS:**
- BOUNDARY SURVEY OF BINDON PLANTATION DATED OCTOBER 21, 2021 BY TGS LAND SURVEYING.

THE AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF DHEC/OCRM PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME, BY GENERALLY DELINEATING THE PERMIT AUTHORITY OF THE DHEC/OCRM, THE OFFICE OF OCRM IN NO WAY WAIVES THE RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREIN OR NOT.

Nathan Pat Alex P 01/07/22
SIGNATURE DATE

THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR FIVE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE.



Highway Corridor Overlay District Disclosure
At the time of certification, this property or portions of this property fall within the Town of Yemassee Highway Corridor Overlay District and is subject to the provisions outlined in Section 5.17 of the Town of Yemassee Development Standards Ordinance.

Certified By: *M. Garney*
Date: *March 3, 2023*

River Protection Overlay District Disclosure
At the time of certification, this property or portions of this property fall within the Town of Yemassee River Protection Overlay District and is subject to the provisions outlined in Section 5.25 of the Town of Yemassee Development Standards Ordinance.

Certified By: *M. Garney*
Date: *March 3, 2023*

This plat of property is exempt from having to obtain subdivision approval under the provision of the Town of Yemassee Zoning Ordinance.

Certified By: *M. Garney*
Date: *March 3, 2023*

PLAN REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
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2712 Bull Street Suite A
Beaufort, SC 29502
843.379.2222
Fax 843.379.2223

Andrews Engineering & Surveying

STONY CREEK AT BINDON PLANTATION
TOWN OF YEMASSEE
BEAUFORT COUNTY
SOUTH CAROLINA

SUBDIVISION PLAT NORTH

PREPARED FOR
CHRIS RAMM

Date Drawn: 04/28/2022
Last Revised: 01/31/2023
Drawn By: J. TATTER
Surveyor: J. GRAY

SHEET #:
1 OF 2

JOB: J21046

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L1 to L35.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L36 to L70.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L71 to L105.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L106 to L140.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L141 to L175.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L176 to L210.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L211 to L245.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L246 to L280.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L281 to L315.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L316 to L350.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L351 to L385.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L386 to L420.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L421 to L455.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L456 to L490.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L491 to L525.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L526 to L560.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L561 to L595.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L596 to L630.

CURVE TABLE with columns: CURVE #, RADIUS, DELTA, ARC, CHORD BEARING, CHORD. Rows C1 to C33.

CURVE TABLE with columns: CURVE #, RADIUS, DELTA, ARC, CHORD BEARING, CHORD. Rows C34 to C57.

PLAN REVISIONS table with columns: NO., DATE, DESCRIPTION. Rows 1 to 8.

Professional Engineer seal for Andrew S. Ramm, No. 60008, State of South Carolina.

Andrews Engineering & Surveying logo and contact information: 2712 Burt Street, Suite A, Beaufort, SC 29502.

STONY CREEK AT BINDON PLANTATION TOWN OF YEMASSEE BEAUFORT COUNTY SOUTH CAROLINA

LINE & CURVE TABLES PREPARED FOR CHRIS RAMM. Date Revised: 04/28/2022. Last Drawn: 01/31/2023. Drawn By: J. TATTER. Surveyor: J. GRAY.

SHEET #: 2 OF 2 JOB: J21046

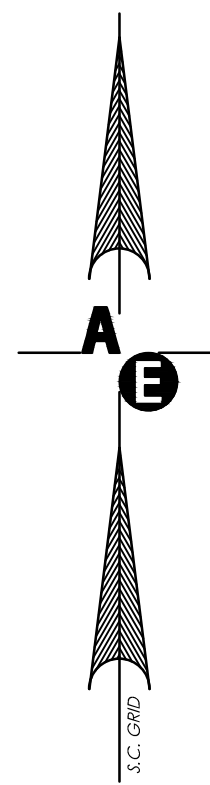
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

NOTES:

1. BEARINGS ARE BASED ON THE SC STATE PLANE COORDINATE SYSTEM NAD 83 (2011).
2. VERTICAL DATUM IS NAVD88 AND WAS ESTABLISHED USING VRS.
3. FIELD WORK COMPLETED: 02/22/2023
4. THIS PARCEL IS LOCATED IN FLOOD ZONES AS SHOWN ON THIS MAP AND DEPICTED ON PANEL NO. 45013C0055G EFFECTIVE DATE MARCH 23, 2021 - FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAPS.
5. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHT OF WAYS OF RECORD.
6. TOTAL ACREAGE: 828.998 (36,111,198 SQ. FT)
7. OWNER OF RECORD: STONEY CREEK AT BINDON, LLC.
8. SETBACKS ARE AS FOLLOWS: FRONT 100', SIDE 50', REAR 200' FROM CRITICAL LINE AS PER CONSERVATION EASEMENT.
9. TAX MAP NUMBER: R710 012 000 001A 0000
10. REFERENCE: DEED BOOK 4093, PAGE 3239 PLAT BOOK 60, PAGE 147 PLAT BOOK 99, PAGE 39

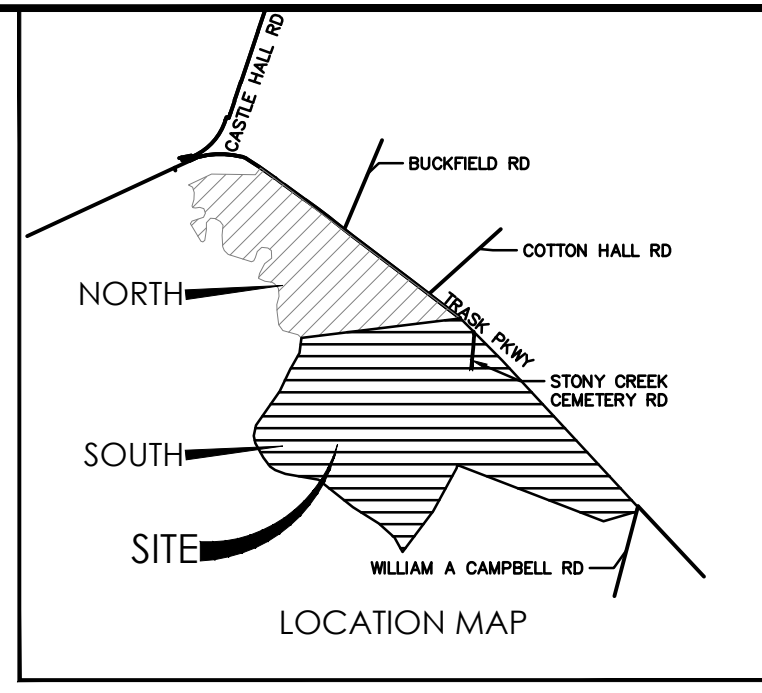
REFERENCE PLATS:

1. BOUNDARY SURVEY OF BINDON PLANTATION DATED OCTOBER 21, 2021 BY TGS LAND SURVEYING.
2. BOUNDARY SURVEY OF THE STONEY CREEK INDEPENDENT PRESBYTERIAN CHURCH CEMETERY (1743) DATED SEPTEMBER 1, 2022 BY BEAUFORT SURVEYING, INC.



LEGEND:

- CMF CONCRETE MONUMENT FOUND
- ○ ○ CHAIN FENCE
- ○ ○ WOOD FENCE
- ○ ○ GUY WIRE
- IRON PIN FOUND OR NOTED
- IRON PIN SET OR NOTED
- ☆ LIGHT POLE / LAMP POST
- OHP OVERHEAD POWER LINE
- POST
- POWER POLE
- RIGHT-OF-WAY
- - - SETBACK



NOTE
PARCEL "A" (R710 012 000 001A 0000) TO BE SUBDIVIDED. PARCEL "B" AND PARCEL "E" TO REMAIN UNCHANGED AS SEPARATE TAX PARCELS.

PRE-SUBDIVISION PARCEL TABLE

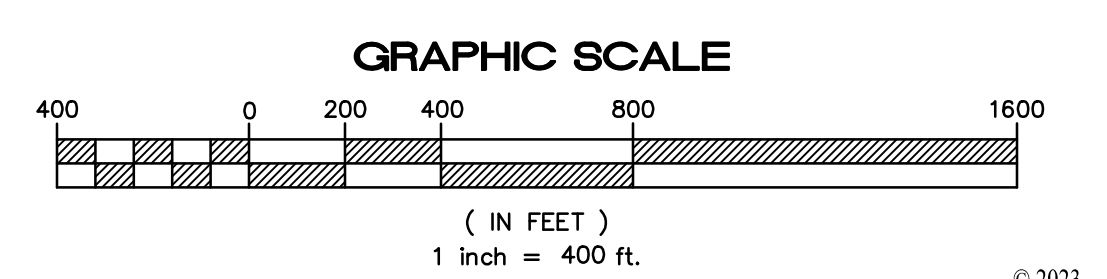
TAX MAP NUMBER	DESCRIPTION	ACRES	SQ. FT.
R710 012 000 001A 0000	PARCEL A	616.322	26,847,023
R710 012 000 001A 0000	PARCEL B	203.486	8,863,852
R710 012 000 001A 0000	PARCEL E	9.190	400,323
R710 012 000 0047 0000	CEMETERY	5.053	220,125
	TOTAL AREA	834.051	36,331,323

POST-SUBDIVISION PARCEL TABLE

ADDRESS	TAX MAP NUMBER	DESCRIPTION	ACRES	SQ. FT.
	TO BE ASSIGNED	PARCEL B	203.486	8,863,852
	TO BE ASSIGNED	PARCEL E	9.190	400,323
R710 012 000 001A 0000	OPEN SPACE 1	140.771	6,131,984	
	TO BE ASSIGNED	OPEN SPACE 2	36.690	1,598,221
	TO BE ASSIGNED	OPEN SPACE 3	302.209	13,164,215
	TO BE ASSIGNED	LOT 11	13.380	582,848
	TO BE ASSIGNED	LOT 12	9.137	397,993
	TO BE ASSIGNED	LOT 13	6.974	303,788
	TO BE ASSIGNED	LOT 14	7.795	339,543
	TO BE ASSIGNED	LOT 15	7.887	343,561
	TO BE ASSIGNED	LOT 16	10.515	458,055
	TO BE ASSIGNED	LOT 17	6.979	304,012
	TO BE ASSIGNED	LOT 18	14.872	647,807
	TO BE ASSIGNED	LOT 19	17.320	754,463
	TO BE ASSIGNED	LOT 20	18.921	824,219
	TO BE ASSIGNED	SOUTH ROAD	22.872	996,314
R710 012 000 0047 0000	PORTION OF	0.980	44,440	
R710 012 000 0047 0000	PORTION OF	4.073	175,685	
	TOTAL AREA	834.051	36,331,323	

THE AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF DHEC-OCRM PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY GENERALLY DELINEATING THE PERMIT AUTHORITY OF THE DHEC-OCRM, THE OFFICE OF OCRM IN NO WAY WAIVES THE RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREIN OR NOT.

SIGNATURE _____ DATE _____
THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR FIVE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE.



PLAN REVISIONS

NO.	DESCRIPTION:	DATE:	BY:
1			
2			
3			
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7			
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Beaufort, SC 29902
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Andrews Engineering & Surveying

STONEY CREEK AT BINDON PLANTATION TOWN OF YEMASSEE BEAUFORT COUNTY SOUTH CAROLINA

SUBDIVISION PLAT SOUTH
PREPARED FOR
CHRIS RAMM
Date Drawn: 04/28/2022
Last Revised: 03/08/2023
Drawn By: J. TATTER
Surveyor: J. GRAY

SHEET #:
1
OF 2
JOB: J21046

LINE #	BEARING	LENGTH
L1	S82°38'09"W	71.25'
L2	N78°58'05"W	82.05'
L3	N78°53'19"W	35.96'
L4	S67°52'59"W	98.69'
L5	N88°04'45"W	110.03'
L6	N88°50'15"W	127.96'
L7	S85°03'51"W	105.17'
L8	S89°24'46"W	140.21'
L9	S84°22'41"W	215.19'
L10	N83°07'28"W	93.85'
L11	N62°06'52"W	57.06'
L12	N88°01'44"W	91.57'
L13	N89°20'59"W	109.60'
L14	S83°16'21"W	123.88'
L15	S85°22'53"W	49.72'
L16	S61°32'11"W	11.59'
L17	S82°45'13"W	47.59'
L18	N701°7'45"W	93.23'
L19	S71°38'56"W	116.32'
L20	S10°01'02"W	20.88'
L21	S66°02'48"W	21.35'
L22	S55°02'05"W	44.14'
L23	S66°02'00"W	50.36'
L24	S61°21'48"W	43.56'
L25	S55°17'17"W	91.03'
L26	S69°36'13"W	33.04'
L27	N07°37'44"W	11.37'
L28	N06°48'20"W	20.57'
L29	N70°38'09"W	17.80'
L30	N46°41'41"W	28.07'
L31	N11°35'35"W	22.90'
L32	S70°31'10"W	11.68'
L33	S17°54'13"E	20.63'
L34	S43°36'45"E	27.92'
L35	S29°47'56"E	26.02'

LINE #	BEARING	LENGTH
L36	S20°03'54"W	25.68'
L37	S89°40'19"W	25.34'
L38	S66°54'10"W	46.51'
L39	S71°06'58"W	54.73'
L40	S73°47'35"W	95.31'
L41	S86°28'47"W	24.77'
L42	S83°01'53"W	41.09'
L43	S62°30'52"W	72.52'
L44	S68°16'02"W	85.66'
L45	S52°32'52"W	29.36'
L46	S23°54'32"W	14.00'
L47	S54°05'29"W	41.50'
L48	S53°22'34"W	34.99'
L49	S31°40'16"W	28.21'
L50	S48°28'30"W	24.24'
L51	S75°23'24"W	32.53'
L52	S57°03'28"W	52.55'
L53	N70°31'36"W	16.63'
L54	S85°36'33"W	52.29'
L55	S85°07'09"W	79.49'
L56	S85°49'34"W	69.50'
L57	S84°09'02"W	53.20'
L58	S86°46'49"W	34.11'
L59	S86°37'02"W	67.40'
L60	S84°59'25"W	53.31'
L61	N79°15'58"W	41.32'
L62	N87°46'43"W	49.46'
L63	N66°56'51"W	39.59'
L64	N82°51'09"W	30.23'
L65	N88°09'38"W	48.60'
L66	S89°34'12"W	59.17'
L67	S66°53'38"W	70.82'
L68	S83°13'53"W	63.12'
L69	S73°50'12"W	58.99'
L70	S87°52'00"W	55.45'

LINE #	BEARING	LENGTH
L71	N71°22'23"W	59.16'
L72	N41°12'12"W	39.37'
L73	N35°43'18"W	61.67'
L74	N55°51'29"W	26.15'
L75	N57°29'34"W	75.61'
L76	S69°31'53"W	28.93'
L77	S65°30'51"W	101.61'
L78	S51°26'27"W	51.90'
L79	S55°17'59"W	99.93'
L80	S83°33'35"W	73.44'
L81	N70°14'54"W	74.97'
L82	N47°39'46"W	85.53'
L83	N39°51'43"W	57.82'
L84	N08°44'59"W	106.19'
L85	N52°52'53"W	80.28'
L86	N25°26'02"E	85.48'
L87	N06°41'29"W	53.30'
L88	N27°20'39"W	56.25'
L89	N04°29'33"W	79.57'
L90	N15°38'00"W	66.55'
L91	N18°22'24"W	98.34'
L92	N14°32'51"W	80.99'
L93	N03°28'28"W	82.51'
L94	N14°43'16"W	84.32'
L95	N02°28'21"E	67.98'
L96	N43°14'34"E	92.43'
L97	N16°20'42"W	37.12'
L98	N16°20'42"W	36.17'
L99	S70°38'09"W	17.80'
L100	N17°41'35"W	100.66'
L101	N22°03'40"W	94.60'
L102	N24°17'27"W	84.01'
L103	N06°14'01"W	90.32'
L104	N19°14'20"W	68.55'
L105	N12°08'33"W	122.58'

LINE #	BEARING	LENGTH
L106	N03°04'47"W	65.64'
L107	N09°40'05"W	88.41'
L108	N42°14'44"W	77.99'
L109	N37°20'44"W	60.17'
L110	N28°58'16"W	85.14'
L111	N13°04'14"W	65.49'
L112	N01°17'20"W	68.91'
L113	N57°46'02"W	60.54'
L114	N12°11'57"W	83.41'
L115	N39°71'13"W	87.74'
L116	N37°50'57"W	90.76'
L117	N70°21'17"W	194.73'
L118	N19°57'05"W	100.94'
L119	N61°17'34"W	83.80'
L120	N01°42'57"W	81.82'
L121	N26°51'47"E	61.37'
L122	N02°07'23"E	37.80'
L123	N19°04'39"W	50.78'
L124	N38°09'34"W	52.51'
L125	N59°56'24"W	64.88'
L126	N80°02'08"W	28.99'
L127	N67°37'48"W	83.50'
L128	N49°49'43"W	50.13'
L129	N27°46'45"W	87.28'
L130	N10°36'22"E	62.02'
L131	N30°01'18"E	68.44'
L132	N19°06'53"W	136.45'
L133	N29°47'47"W	94.62'
L134	N26°07'53"W	68.98'
L135	N77°03'54"W	31.17'
L136	N42°16'55"E	53.68'
L137	N36°16'40"W	54.62'
L138	N01°50'43"W	68.52'
L139	N38°01'52"W	84.95'
L140	N07°19'13"E	86.51'

LINE #	BEARING	LENGTH
L141	N00°29'14"W	39.31'
L142	N82°51'15"W	63.65'
L143	N46°49'48"W	51.47'
L144	N12°35'24"W	108.33'
L145	N02°13'01"E	74.68'
L146	N51°52'14"E	44.42'
L147	N40°38'18"W	72.41'
L148	N22°14'16"W	129.68'
L149	N18°56'34"W	98.99'
L150	N09°04'18"W	45.36'
L151	N63°47'38"W	103.42'
L152	N36°28'58"W	100.36'
L153	N08°50'17"E	87.10'
L154	N27°55'01"W	104.87'
L155	N28°04'28"W	142.81'
L156	N25°26'02"E	85.48'
L157	N05°07'23"W	90.75'
L158	N05°05'11"W	67.11'
L159	N71°04'22"E	86.19'
L160	N24°01'06"W	83.80'
L161	S26°53'12"E	164.07'
L162	S25°40'01"E	67.10'
L163	S07°06'01"E	11.90'
L164	S32°42'47"E	158.57'
L165	S10°12'39"E	99.49'
L166	N43°14'34"E	92.43'
L167	N64°34'37"E	135.32'
L168	N25°25'23"W	179.63'
L169	S65°23'40"W	163.82'
L170	S25°25'23"E	76.04'
L171	S32°42'47"W	158.57'
L172	N19°20'32"W	32.14'
L173	S25°25'23"E	134.31'
L174	N36°43'01"W	5.00'

LINE #	BEARING	LENGTH
L323	N36°43'01"E	5.00'
L324	S53°26'07"E	68.09'
L325	S37°17'49"W	3.00'
L326	N37°17'49"E	3.00'
L327	S37°17'23"W	19.00'
L328	S52°42'37"E	90.00'
L329	N37°17'23"E	12.00'
L330	S52°42'37"E	208.00'
L331	S37°17'23"W	18.00'
L332	S52°42'40"E	86.50'
L333	N37°17'20"E	25.00'
L334	S37°17'20"W	21.00'
L335	S52°42'40"E	90.00'
L336	N37°17'20"E	21.00'
L337	S37°21'07"W	3.00'
L338	S52°38'53"E	148.23'
L339	N37°21'07"E	3.00'
L340	N35°47'58"E	182.79'
L341	N35°44'22"E	64.06'
L342	S89°15'38"E	320.71'
L343	S89°15'38"E	22.74'
L344	S89°15'38"E	976.55'
L345	S46°51'54"W	185.54'
L346	N59°42'08"W	134.67'
L347	N18°56'08"W	173.72'
L348	N03°32'10"E	212.32'
L349	N15°01'20"E	198.37'
L350	N30°00'58"W	56.36'
L351	S72°11'11"W	74.71'
L352	S78°31'21"E	127.91'
L353	N70°09'17"W	134.31'
L354	N19°20'32"W	32.14'
L355	N23°58'52"E	134.75'
L356	N62°42'20"E	131.47'
L357	N75°17'49"E	237.39'

LINE #	BEARING	LENGTH
L358	N34°39'20"E	94.07'
L359	N16°52'02"W	36.46'
L360	N42°37'22"W	124.09'
L361	N29°34'54"W	462.96'
L362	N72°54'08"W	61.17'
L363	S50°23'22"W	73.43'
L364	N51°23'34"W	325.15'
L365	S01°00'42"W	212.12'
L366	S43°23'12"W	177.20'
L367	N86°58'50"W	137.25'
L368	N60°44'22"W	183.12'
L369	N38°01'44"W	137.17'
L370	N01°51'50"W	91.24'
L371	N10°00'44"E	214.97'
L372	N03°19'02"W	340.39'
L373	N21°57'33"W	126.44'
L374	N43°29'55"W	167.14'
L375	N75°58'12"W	250.00'
L376	N71°04'22"E	479.28'
L377	S70°08'24"W	77.09'
L378	S25°53'26"W	111.09'
L379	S16°07'43"W	190.21'
L380	S46°51'54"W	185.54'
L381	N81°42'33"W	186.40'
L382	N53°47'16"W	127.96'
L383	N03°32'10"E	230.46'
L384	N47°00'52"E	90.14'
L385	N54°59'48"E	170.35'
L386	N27°55'49"E	343.14'
L387	N12°21'43"E	143.98'
L388	N66°44'07"W	210.57'
L389	N81°09'20"W	221.71'
L390	N55°13'00"W	89.63'
L391	N40°14'26"W	176.44'
L392	N04°02'35"W	233.03'

LINE #	BEARING	LENGTH
L393	N10°23'57"E	138.31'
L394	N19°02'14"E	128.72'
L395	N02°21'06"W	220.64'
L396	N08°21'59"W	384.71'
L397	N34°42'35"W	213.58'
L398	N74°14'18"W	464.13'
L399	N51°38'16"W	143.36'
L400	N09°30'08"W	133.75'
L401	N28°33'53"W	183.00'
L402	N00°17'29"W	153.77'
L403	N05°35'08"W	135.91'
L404	N76°44'13"W	91.66'
L405	S66°58'59"W	162.69'
L406	N88°12'57"W	160.12'
L407	N67°48'20"W	79.13'
L408	N25°19'44"W	356.02'
L409	N70°11'13"W	103.24'
L410	S74°57'52"W	66.12'
L411	S12°23'00"W	56.47'
L412	S00°23'04"W	108.04'
L413	S12°13'23"E	194.57'
L414	S09°54'49"W	117.93'
L415	S41°36'38"W	75.30'
L416	S65°06'19"W	106.97'
L417	N80°24'17"W	77.04'
L418	S57°11'11"W	77.50'
L419	N79°26'31"W	57.89'
L420	S59°16'03"W	91.16'
L421	S72°11'11"W	71.91'
L422	N67°41'04"W	146.97'
L423	N39°42'19"W	212.37'
L424	N52°07'54"W	77.23'
L425	N66°21'00"W	66.67'
L426	N81°15'55"W	234.36'
L427	S74°28'22"W	68.39'

LINE #	BEARING	LENGTH
L428	S57°52'29"W	63.57'
L429	S16°21'01"W	42.58'
L430	S50°45'34"E	64.86'
L431	S64°08'52"E	150.46'
L432	S40°12'17"E	39.18'
L433	S10°04'40"E	111.82'
L434	N64°35'38"W	59.09'
L435	S40°24'40"W	74.02'
L436	S62°53'14"W	74.05'
L437	S78°58'12"W	109.70'
L438	N86°21'52"W	104.72'
L439	S73°43'54"W	29.83'
L440	S64°48'37"W	145.09'
L441	S73°55'35"W	72.56'
L442	N72°12'22"W	41.66'
L443	N26°49'25"W	80.20'
L444	N01°21'58"E	38.83'
L445	N14°09'50"E	108.00'
L446	N30°33'19"W	56.47'
L447	N32°48'38"W	132.84'
L448	N50°36'37"W	61.08'
L449	N70°09'00"W	30.14'
L450	N86°40'31"W	192.11'
L451	S72°07'28"W	54.56'
L452	S22°36'27"W	33.64'
L453	S37°34'43"E	27.76'
L454	S39°49'51"E	185.73'
L455	S00°13'17"E	34.55'
L456	S38°53'46"W	82.69'
L457	S74°30'31"W	75.60'
L458	S59°19'41"W	103.98'
L459	S87°27'42"W	77.23'
L460	N46°40'44"W	107.51'
L461	N87°12'36"W	42.16'
L462	S23°37'05"W	95.94'

105 SW
NC

STATE OF SOUTH CAROLINA)
) GRANT OF CONSERVATION EASEMENT
COUNTY OF BEAUFORT)

THIS GRANT OF CONSERVATION EASEMENT is made this 27th day of July, 2012, by Hollingsworth Funds, Inc. and Buckfield Plantations, LLC (hereinafter referred to collectively as the "Grantor"), in favor of the Beaufort County Open Land Trust (hereinafter "Grantee") of Beaufort, SC.

WHEREAS, Grantor is the sole owner in fee simple of certain real property containing approximately One Thousand Three Hundred and Seventeen (1,317) acres, more or less, in Beaufort County, South Carolina, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, is protected and identified hereinafter as the "Protected Property" on the attached Baseline Document; and

WHEREAS, the Protected Property is located in close proximity to other conservation easements held by the Beaufort County Open Land Trust and other conservation oriented groups, and helps to form a significant conservation area in the South Lowcountry Focus Area (SOLO) and North American Migratory Flyway, and buffers the A.C.E. Basin, thereby protecting the rural nature and ecological values of the community and the South Carolina Lowcountry and providing critical linkages between the South Lowcountry Focus Area, the A.C.E. Basin National Estuarine Research Reserve and the Pocotaligo River; and

WHEREAS, the South Lowcountry Focus Area, commonly referred to as "SOLO", is an area that was established by the Atlantic Coast Joint Venture of the 1986 North American Waterfowl Management Plan (NAWMP), a cooperative effort between the United States, Canada and Mexico which encourages large-scale protection of upland and wetland habitat. SOLO has been recognized by the NAWMP as a critical area for the restoration of waterfowl and migratory bird populations.

WHEREAS, the geographical area for SOLO is estimated to include 2,000,000 acres and generally comprises an area from Hardeeville to the south, Aiken to the north, the Savannah River to the west and the Salkehatchie and Broad rivers to the east.

WHEREAS, the Protected Property will enhance the relatively pristine matrix of private land holdings that comprise the expansive patchwork of maritime forests, longleaf pine sand ridges, and bottomland hardwood forests that make the South Lowcountry landscape so vital, not only to the natural world but also to the citizens of South Carolina.

WHEREAS, the Protected Property is situated on and prominently visible by the public from the Pocotaligo River, having over three (3) miles of river and creek frontage providing scenic views of forest, open fields, wetlands, and the river and provides a buffer to U.S. Highway 17 which traverses the A.C.E. Basin and is considered "America's Vacation Highway", with the local designation of "the ACE Basin Parkway"; and

WHEREAS, the Protected Property has a diversity of relatively natural habitats including evergreen upland forest, forested and non-forested wetlands, including vast expanses of intact River bottoms, mixed upland forest, upland planted pine, open fields and open water, all of which can support a variety of floral and faunal species; and

WHEREAS, the Protected Property contains forested and non-forested wetlands, which function to improve water quality by providing for nutrient uptake and sediment deposition from runoff draining from upstream lands, and also provide many wildlife habitat components such as breeding grounds, nesting sites and other critical habitats for a variety of fish and wildlife species as well as the unique habitat requirements of threatened and endangered plants and animals in the A.C.E. Basin; and

WHEREAS, the Protected Property provides a diversity, quality, and combination of natural habitats significant to wildlife habitat functions for approximately 280 species of birds including migratory songbirds, ground-nesting birds, colonial shorebirds, and waterfowl, and also including feeding, breeding and nesting areas for native small and large game and non-game mammals; and

WHEREAS, the A.C.E. Basin has been recognized as one of the most ecologically diverse areas in the Southeastern United States by virtue of being the confluence of three Rivers, including the world's longest free flowing black water river, and the protection of land adjacent and buffering the rivers' shores, such as the Protected Property, is the most effective way to ensure water quality and ecological integrity is protected; and

WHEREAS, in particular, the Protected Property in its existing relatively natural condition contributes very little non-point source pollution to the adjacent creeks and waterways due to the marsh wetlands surrounding all watercourses that provide for nutrient uptake and sediment deposition as well as the low percentage of impervious surface that reduces sources of pollution and nutrient loading; and

WHEREAS, the Protected Property is eligible to be listed in its entirety on the National Register of Historic Places maintained by the United States Secretary of the Interior, because of the connection to a major Revolutionary battle at Fort Balfour; the burning of the original Binden house by Sherman's troops during the Civil War; and the ownership by the family of the noted media entrepreneur Ted Turner; and

WHEREAS the Protected Property is on the Pocotaligo, a major recreational resource for the State of South Carolina and the visual protection of such is a valid public policy to further an economic interest; and

WHEREAS, the Protected Property possesses significant ecological and natural resources, water quality protection, open space and scenic value, and historic or cultural value (collectively the "Conservation Values") of great importance to **Grantor**, to **Grantee** and to the people of South Carolina and this nation; and

WHEREAS, the specific Conservation Values are summarized hereunder and documented in a report on file at the **Grantee's** office and incorporated herein by this reference (hereinafter the "Baseline Documentation Report"), which consists of maps, reports and photographs, and the parties agree that the Baseline Documentation Report provides, collectively, an accurate representation of the Protected Property at the time of this grant and is intended to serve as an objective point of reference from which to monitor compliance with the terms of this grant; and

WHEREAS, **Grantor** believes that with the careful use of conservation easements, the resources, habitat, beauty and unique ecological character of the Protected Property can be protected in a manner that permits continuing private ownership of land and its subsequent use and enjoyment; and

WHEREAS, **Grantor** intends to preserve and protect the Conservation Values in perpetuity; and

WHEREAS, **Grantor** is willing to forego forever the right to fully exploit the financial potential of the Protected Property by encumbering the Protected Property with a conservation easement; and

WHEREAS, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Ann. (1976, as amended) (hereinafter the "SC Code") §27-8-10, et. seq. (The South Carolina Conservation Easement Act of 1991) (hereinafter the "Act"), South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and as described in SC Code §27-8-20, also recognizes and authorizes **Grantee** to hold conservation easements; and

WHEREAS, **Grantor** and **Grantee** recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property as "a relatively natural habitat of fish, wildlife or plants or similar ecosystem" as that phrase is used in Code § 170(h)(4)(A)(ii), "open space (including farmland and forest land)" as that phrase is used in Code § 170(h)(4)(A)(iii) and "an historically important land area or a certified historic structure" as that phrase is used in Code § 170(h)(4)(A)(iv) and in the regulations promulgated thereunder by the United States Department of the Treasury (hereinafter "Treasury Regulations"). **Grantor** and **Grantee** agree these purposes can be accomplished by placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from the **Grantor** to the **Grantee** of affirmative rights for the protection of the Protected Property; and

WHEREAS, the **Grantee** is a corporation whose purposes and powers include one or more of the purposes set forth in SC Code §27-8-20(1) authorizing **Grantee** to be a holder of conservation easements as provided for by the Act; and, **Grantee** is a publicly supported, tax-exempt, nonprofit corporation organized and operated under Code §501(c)(3) and not a private foundation under Code §509 dedicated to the preservation of

the irreplaceable natural and historical resources of the South Carolina Lowcountry landscape by protecting significant lands, waters and vistas;

NOW, THEREFORE, in consideration of two million five hundred thousand dollars (\$2,500,000.00), of the above, and of the mutual covenants, terms, conditions and restrictions contained herein, and pursuant the laws of the State of South Carolina, the **Grantor** hereby grants and conveys to **Grantee** a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth (hereinafter the "Easement"). **Grantor** herein declares that the Protected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements hereinafter set forth, which covenants, conditions, restrictions and easements shall be deemed to run with the land in perpetuity and to be a burden on the Protected Property in perpetuity.

1. **Purposes.** The purposes of this Easement (hereinafter the "Purposes") are as follows:

- (A) To protect and preserve the Conservation Values; and
- (B) To prevent any use or activity that will significantly impair the Conservation Values, subject to the rights and privileges reserved below by **Grantor**; and
- (C) To allow the continuation of historic and traditional uses and activities as well as limited new uses that would not significantly impair or degrade the Conservation Values.

2. **Rights of Grantee.** **Grantor** hereby conveys the following rights to the **Grantee**:

(A) **Right of Visual Access.** To have visual access to the Protected Property from the Pocotaligo River and the A.C.E. Basin parkway provided that such right shall not be construed to permit general public access over or upon the Protected Property;

(B) **Right to Monitor.** To enter upon the Protected Property in a reasonable manner, and at reasonable times, in order to monitor compliance with the Easement and to further document natural and manmade features of the Protected Property. In addition, the Grantor hereby grants and conveys unto the Grantee the right to enter upon and inspect the Protected Property, with access over and across the Protected Property if necessary, for compliance with this Conservation Easement at any time and from time to time, provided that the Grantor is first given notice of any such visit, at least seven (7) days in advance, except in cases of suspected or known violations of this Conservation Easement.

(C) **Right to Prevent Inconsistent Uses.** To prevent **Grantor** or third parties from conducting any activity or use inconsistent with the Purposes;

(D) Right to Require Restoration. To require **Grantor** or third parties to restore such Conservation Values that may be damaged by any uses or activities prohibited by this Easement, or any activity or use inconsistent with the Purposes; and

(E) Right of Discretionary Consent. If, owing to unforeseen circumstances, any of the uses or activities prohibited under this Easement are deemed desirable by both the **Grantor** and the **Grantee**, the **Grantee** may, in its sole discretion, give permission for such activities, subject to such limitations as it deems necessary or desirable and provided that:

I. The activities will not adversely affect the "tax exempt" status of the **Grantee** under any applicable laws, including §501(c) (3) of the Code and Treasury Regulations promulgated thereunder.

II. The activities will not adversely affect the Conservation Values.

III. In no case shall the **Grantee** or **Grantor** have the right or power to agree to any activities that would result in the termination of this Easement.

3. Definitions. For the purposes of this Easement, **Grantor** and **Grantee** agree that those bold-faced terms that appear throughout this Easement shall be defined as follows:

Agricultural Activities shall be defined as activities directly related to the production of plant or animal products on the Protected Property, including crop production, raising cattle for sale, animal husbandry, mariculture, raising and harvesting of shellfish, floriculture and horticulture, in a manner that preserves the long-term productivity of the soil. Permitted activities shall not include Feedlots, intensive livestock production facilities or any type of large-scale operation where animals are confined.

Agricultural Structure shall be defined as any building designed or used in the conduct of permitted **Agricultural Activities**, not including any structure used as a dwelling for human beings.

Approval shall be defined as the prior written consent of the **Grantee** to permit **Grantor** to exercise certain rights described in Paragraphs 4 and 5, or to undertake any activity otherwise prohibited by this Easement. The rationale for requiring the **Grantor** to receive Approval prior to undertaking certain permitted and all prohibited activities is to afford **Grantee** an adequate opportunity to evaluate the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the Purposes of this Conservation Easement. Approval shall not be unreasonably withheld by the **Grantee**.

Baseline Documentation Report consists of maps, reports and photographs, and provides, collectively, an accurate representation of the Protected Property at the time of

execution of this Conservation Easement, a copy of which is attached hereto as Exhibit "D" and incorporated herein by reference.

Building Envelope Subdivision is an area(s) of not less than two-and-one-half acres (2.5), more or less, within which construction may occur and structures may be erected, as provided for in Paragraph 5 and the **Land Conservation Plan**.

Building Height shall be measured, for the purposes of any permitted structure, from the ground to the top of the highest structural component, excluding chimneys, antennas, weather vanes, and solar panels. Nothing in this agreement shall prohibit new technology used by similar structures found in the Southeastern United States.

Community Amenity shall be defined as any structure or area, held in common ownership by the individual property owners, for use(s) that shall be determined by the landowners collectively, so long as it in no way significantly impair or degrade the Conservation Values and subject to the impervious surface and structural limitations.

Feedlot shall be defined as any confined area or facility for feeding animals within which the land is not grazed or cropped at least annually (except small pens and corrals for temporarily holding and feeding individual or small groups of animals), or which is used to receive livestock that have been raised off the Protected Property for feeding and fattening for market.

Forest Management Plan shall be defined as a written plan subject to periodic updates, on file with the **Grantee** and agreed upon by both **Grantor** and **Grantee**, which outlines Forest Management Practices on the Protected Property.

Forest Management Practices shall be defined as the production, improvement and maintenance of forest lands for timber production, wildlife management, aesthetics or any other purpose. Forest Management Practices include silviculture practices, which are used to control the establishment, growth, composition, health, quality and utilization of forestlands for multiple-use purposes and include, but are not limited to, thinning, reforestation, prescribed fire or fire breaks.

Grantee shall be defined as the above-named §501(c) (3) South Carolina charitable corporation, designated as the holder of this Easement, and its successors and assigns.

Grantor shall be defined as the original donor of this Easement and his (or her, or their) personal representatives, heirs, successors, assigns, and subsequent owners.

Habitat Conservation Plan shall be defined as the map and accompanying standards that regulate specific uses and activities within the delineated habitat areas in order to protect the Conservation Values, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

Impervious Surface shall be defined as any hard surface area, which either prevents or retards the entry of water into the soil mantle at a rate lower than that present under natural conditions prior to development. Impervious surfaces include, but are not limited to, walkways, patios and decking, driveways, parking lots, or storage areas, concrete or asphalt paving, or other surfaces which similarly impede the natural infiltration of surface and storm water runoff.

Land Conservation Plan shall be defined as the table and accompanying map that regulate and graphically depict, respectively, the maximum allowable **Subdivision** and construction on the **Protected Property** in order to protect the Conservation Values a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference.

Main House shall be defined as a detached, single-family dwelling constituting the primary residential use of, and to be occupied by the owner or permitted lessee of, the **Protected Property** or a **Subdivided Tract**.

Notice shall be defined as a written communication, prior to undertaking a permitted activity, as defined in Paragraph 18.

Related Outbuilding shall be defined as any auxiliary structure customarily used as an accessory to a private **Residential Structure** in the South Carolina Lowcountry, not including any structure used as a permanent or temporary dwelling for human beings.

Residential Structure shall be defined as **Main Houses** and **Secondary Houses**.

Secondary House shall be defined as a detached dwelling to be located adjacent to, or in close proximity to, the **Main House**, connected through common use, and to be held under the same ownership as and controlled by the owner or permitted lessee of the **Main House** and intended for the use of guests, friends, family members or employees of the owner or permitted lessee of the **Main House**.

Setback Line shall be designated by **Grantee** in the Baseline Documentation.

Significant Tree shall be defined as the following hardwood species: any live oak, cherry bark oak, southern red oak, willow oak, white oak, swamp chestnut oak, hickory and magnolia having a diameter at breast height (DBH) of 16 inches or greater.

Subdivided Tract shall be defined as a separate transferable parcel of land having a unique identity according to Beaufort County records.

Subdivision shall be defined as the creation of a **Subdivided Tract** after the date of this Easement.

Superstructures shall be defined as any structure that extends above the level of the walkway, pierhead or float of a dock, including railings and roofs.

4. Reserved Rights on Protected Property. Within the Protected Property, **Grantor** reserves all the rights, uses and activities (collectively, the "Reserved Rights") inherent in fee simple ownership, including but in no way limited to those rights specifically expressed in subparagraphs A through K of this paragraph, subject to the specific Restrictions and Limitations of Paragraph 5, which are included to accomplish the Purposes enumerated in Paragraph 1. All Reserved Rights shall apply to the Protected Property in its entirety. In addition, the exercise of all Reserved Rights shall be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the Purposes.

(A) Fences. **Grantor** has the right to maintain, repair, and/or replace fences on the Protected Property, and the right to construct, maintain, repair and replace fences around Subdivided Tracts, provided that such construction, maintenance, repair, and/or replacement does not violate the Purpose of this Easement or the **Habitat Conservation Plan** standards.

(B) Hunting, Fishing, and Shooting Sports. Grantor retains the right for Grantor, Grantor's family members, partners, invitees, licensees, and lessees to hunt and fish on the Protected Property (including those that lease or purchase hunting and/or fishing rights seasonally); the right to construct, maintain, repair, replace, and relocate duck blinds, deer and turkey stands, gates, and wildlife observation platforms; the right of Grantor, Grantor's family members, partners, invitees, licensees, and lessees to participate in shooting sports thereon;

(C) Leases. Grantor retains the right to lease or grant other less-than-fee interests in all or a portion of the Protected Property for any use permitted to the Grantor under this Easement, with income therefrom reserved to Grantor, provided that such lease or other interest is consistent with and subject to the terms of this Easement and is not of a nature or terms as to constitute an impermissible subdivision of the Protected Property.

(D) Landfill. Grantor retains the right to have a landfill not to exceed an aggregate one (1) acre, for the dumping of refuse and garbage generated solely and exclusively by activities on the Protected Property. Such disposal of refuse and garbage shall be conducted in a reasonably sanitary manner, provided that there shall be no dumping or deposit of toxic or hazardous substances or wastes. The location and design of the landfills shall be subject to Grantee's prior written approval, and such approval shall not be unreasonably withheld.

(E) Agriculture; Animal Husbandry. Grantor retains the right to engage in not-for profit and for-profit agricultural, farming and aquacultural activities provided the same is conducted in a manner consistent with the Purpose of this Easement, and the right to locate, construct, and maintain watering facilities and ponds. Permitted agricultural activity must be consistent with the maintenance and enhancement of soil composition, structure, and productivity, and may not result in pollution or degradation of any waters or have a detrimental effect upon fish or wildlife, their natural habitat, or upon the natural ecosystem and its process. The Grantor retains the right to place and encumber the

property with agricultural easements as may be necessary from time to time to meet its agricultural objectives. The Grantor reserves the right to participate in any conservation-directed agricultural contracts, programs, or leases offered by any private entity or governmental entity – including, but not limited to, the United States Department of Agriculture, the United States Department of Interior, the State, or any branch thereof – and to enter into the Conservation Reserve Program, Wetlands Reserve Program, or any other state or federal program existing now, or created in the future, for any activity or use permitted in this Easement. The right to engage in for-profit and not-for-profit raising and marketing of cows, horses and other domesticated animals on the Protected Property, provided, the same is conducted in a manner consistent with the Purpose of this Easement.

(F) Agrichemicals. Grantor retains the right to use agrichemicals, including, but not limited to, fertilizers, biocides, herbicides, and rodenticides, but only in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable agricultural and residential activities permitted by the terms of this Easement and in accordance with label instructions. Notwithstanding the foregoing sentence, no use of agrichemicals will be made if such use would result in (i) unlawful contamination of any source of water or (ii) any significant impairment of any natural ecosystem or process on the Protected Property.

(G) Borrow Pits. Grantor retains the right to have one (1) borrow pit, not to exceed an aggregate of one (1) acre, to provide required fill material for non-commercial use solely and exclusively on the Protected Property, such as for repairing roads, and not for the purpose of resale.

(H) Paths and Trails. Grantor retains the right to construct and maintain footpaths, equestrian trails, boardwalks, tent camping sites and wildlife observations platforms, along with appropriate signage for education, directions or safety.

(I) Campsites. Grantor retains the right to construct educational and recreational group camping sites, platforms, tents and canvas or similar material walled structures.

(J) Ecological Research. Grantor retains the right to install forest or other ecological research equipment, experimental areas, perform studies in wetlands, pine plantations and natural or planted forests of hardwood or mixed species that could include, but is not limited to, weed control, fertilization, installation of weather stations, installation of towers for raising instrumentation above the canopy, and excavation of root systems.

(K) Consistent Uses. Grantor has the right to engage in any and all acts or uses not expressly prohibited herein that are not inconsistent with the Purposes of this Easement.

5. Restrictions and Limitations. Grantor will not perform or permit, or will perform or permit, as specified below, the following acts or uses (hereinafter the "Prohibited Uses") on, over or under the Protected Property:

(A) Subdivision.

I. The **Protected Property** is currently composed of One (1) tract. **Subdivision** of the tract is limited to the reconfiguration and division of the tract to create not more than twenty (20) **Building Envelope Subdivisions** on the entire **Protected Property**. The density, size and location of the **Building Envelope Subdivisions** shall be subject to the **Land Conservation Plan**. Each **Building Envelope Subdivision** shall be limited to one **Main House** and permitted ancillary structures.

II. Density of subdivided lots shall be allocated in accordance with standards represented in the **Land Conservation Plan**, and are subject to the provisions of Section 5 (D).

III. **Grantor** shall retain the right to convey Plantation A, as identified in the **Land Conservation Plan** to the appropriate governmental entity or state agency, for the express purpose of constructing an environmental education center. The **Grantor** shall retain one additional subdivision in the event that the entirety of Plantation A cannot be acquired.

IV. For each **Subdivision**, **Grantor** shall provide notice which will include an allocation of the total of 20 maximum **Building Envelope Subdivisions** and 20 maximum **Main Houses** to that particular subdivision and reconciliation of the remaining units qualifying for Subdivision but not yet subdivided.

V. **Grantor** may allocate Reserved Rights and/or convey common area interests among such **Subdivided Tracts** at the time of each Subdivision with such allocation being specifically described and noted in the deed transferring ownership of any **Subdivided Tract**. **Grantor** shall give **Notice to Grantee** of any **Subdivision**.

VI. **Grantor** may convey, devise or assign any remainder parcel or open space interest, separate and apart from **Building Envelope Subdivisions**, to a property owners association (POA) or other entity charged with management and maintenance of the common area interests.

(B) Structural Limitations. The construction, enlargement and replacement of **Residential Structures** and all other structures are subject to the following limitations:

I. Total **Impervious Surface** on the Protected Property shall not exceed ten thousand (10,000) square feet per Building Envelope Subdivision, or a maximum of 200,000 square feet in the aggregate. **Building Envelopes** can be combined to allow for larger impervious surface areas, not to exceed the sum of the individual allotments. A percentage of the permitted **Impervious Surface** for multiple **Building Envelopes** may be assigned to a permissible **Community Amenity**.

If final Subdivision of the **Protected Property** results in an aggregate parcel total of less than twenty (20), and excess impervious surface has been assigned to any permissible **Community Amenity**, then the remaining impervious surface that would have been assigned to those subdivisions shall be extinguished.

If Subdivision occurs as allowed under Paragraph 5(A)(I) and requires surfaced entry roads per the Beaufort County Zoning and Development Codes Ordinance (ZDSO), impervious surface shall be permitted only to the extent as to comply with the code. **Grantor** shall give **Grantee** notice of its requirement to surface entry roads. (See Section 5 (H)).

II. No **Residential Structure, Related Outbuilding, or Agricultural Structure** shall exceed forty (40) feet in **Building Height**.

III. **Residential Structures** shall be limited to a maximum twenty (20) new **Main Houses**, with one such house allowed to be constructed on each newly subdivided parcel as provided for in Section 5 (A) above. Each new **Main House** may have one (1) **Secondary House** provided that common ownership, use, orientation and proximity remains consistent with that of the **Main House**, and is connected through common construction. **Secondary Houses** shall be limited to fifteen hundred heated (1500) square feet in size. Under no circumstances can **Secondary Houses** be leased, rented or conveyed, and shall remain an exclusive extension of the **Main House**, for use as temporary accommodations for guests of the property owner or lessee.

IV. **Related Outbuildings and Agricultural Structures** shall be permitted, provided that the square footage of all **Impervious Surfaces** on the Protected Property does not exceed the allowance stated in Paragraph 5(B)(I).

V. Other than permitted **Residential Structures**, no other structure on the Protected Property shall be used as a temporary or permanent dwelling for human beings.

VI. Docks.

(a) A maximum of five (5) docks providing access to Pocotaligo River or its tributaries may be constructed, maintained, repaired, improved, or replaced,

provided it shall be restricted to primarily natural or non-reflective materials, be limited to one (1) walkway per dock no more than six (6) feet wide. Each dock is entitled to a pier head - fixed or floating - for a maximum of five (5) pier heads. A maximum of two hundred and fifty (250) linear feet of floating platform in the aggregate may be allocated at the **Grantor's** discretion. At no time shall floating platforms on the Pocotaligo River or its tributaries exceed two hundred and fifty (250) linear feet. Docks may be used as community docks. All docks are subject to OCRM regulations and standards.

(b) New docks shall be constructed in the four (4) dock corridors identified in the **Land Conservation Plan**. Each dock corridor shall be allocated a maximum of one dock.

(c) Plantation C as identified on the Land Conservation Plan may elect to utilize the existing dock and boat ramp or construct a new dock within its prescribed dock corridor per the **Land Conservation Plan**. If the **Grantor** elects to construct a new dock within the dock corridor, the existing dock shall be removed and the site restored to its natural condition.

(d) Any and all dock use, construction, improvement, modification and/or repair shall be limited to landowners' personal recreational use. Dock lease, rental or commercial uses are strictly prohibited. Dock use is strictly tied to land ownership and cannot be separated through deed, grant, devise or any other conveyance

(e) Liveboards, houseboats or any other maritime or floating vessel utilized for human habitation are strictly prohibited at private and community docks.

(f) Neither **Grantor** nor **Grantor's** agents, shall make application for any permit or construct any improvements or permit any third party to make application for any permit or construct improvements or permit the Protected Property to access any improvements which would result in a violation of the foregoing provisions, including, but not limited to, the construction of any docks within the deemed extension of the property lines extending to Pocotaligo River or a tributary, except as expressly permitted, herein.

(g) **Grantor** may allocate docks, pier heads, and linear feet of floating platform among such **Subdivided Tracts** at the time of each **Subdivision** with such allocation being specifically described and noted in the deed transferring ownership of any **Subdivided Tract**. **Grantor** shall give Notice to **Grantee** of any **Subdivision**.

VII. **Boat Ramp**. Two (2) boat-launching ramps providing access to Pocotaligo River may be constructed, maintained, repaired, improved, or replaced if permissible per DHEC-OCRM regulations. In the event that the **Grantor** elects

to divest Plantation A to Beaufort County per Section 5(A)(III) above, that subdivision shall retain the right to construct, maintain, repair, improve or replace the existing boat ramp. Only one ramp shall be permitted on the Pocotaligo River. The existing ramp on Stoney Creek shall have no community or public access.

VIII. Towers. There shall be no towers on the Protected Property, except **Grantor** retains the right to construct, maintain, and improve wildlife observation towers (and/or shooting range towers) not to exceed twenty-five (25) feet in height.

(C) Buffer. In order to provide an aesthetic and ecological transition zone between permitted structures and waterways, there shall be no **Impervious Surface**, structures (other than permitted docks or boat ramp), nor new roads (other than those necessary to access permitted docks and boat ramp) on that portion of the Protected Property within two hundred (200) feet of the Pocotaligo River and its tributaries OCRM critical line.

(D) Habitat Conservation Areas. The following areas, identified in the **Habitat Conservation Plan** and described in the **Baseline Documentation Report**, shall be subject to the following restrictions:

Marshland Conservation Area. Within these designated areas of the Habitat Conservation Plan, no activity shall occur, including but not limited to: roads, structures, impervious surfaces, agrichemicals, and **Forest Management Practices**, excepting Dock construction as provided for in Section 5(B)(VI).

Maritime Conservation Area. Within these designated areas on the **Habitat Conservation Plan**, the following uses are *strictly prohibited*: roads; residential and nonresidential structures; any and all impervious surfaces; agrichemicals; **Forest Management Practices** - excepting forest management to provide for the linear view corridor as described in the **Land Conservation Plan**; **Agricultural Activities**; and any activity that would compromise the Conservation Values. The purpose of these conservation areas is to protect important wildlife habitat areas which support bird rookeries and various other wildlife species as well as the riverine viewshed. Native flora must be maintained in its natural state excepting the right to engage in selective thinning and underbrushing on plantings 2" caliper and less, and tress can be limbed to open view corridors to the river.

Maritime Conservation Setback. Within these designated areas on the **Habitat Conservation Plan**, the following uses are **prohibited**: roads; impervious surfaces; agrichemicals; residential and non-residential structures; and any activity that would compromise the Conservation Values. Owner may undertake **Forest Management Practices** insofar as management maintains native flora to the greatest extent practicable and/or creates a re-establishment plan for native flora, and ultimately does not impair the Conservation Values.

Habitat Conservation Area. Within these designated areas on the **Habitat Conservation Plan**, roads, impervious surfaces, residential and non-residential structures are permitted to the extent that any use or activity does not impair the **Conservation Values**. Residential density shall be limited to a net density of one-unit-per-twenty-acres (1:20). Subdivision, density and other residential uses shall be represented in the **Land Conservation Plan. Forest Management Practices** within these areas shall be exercised in a manner that maintains wildlife habitat, wetlands and unique ecological features.

Habitat Restoration Area. Within these designated areas on the **Habitat Conservation Plan**, roads, impervious surfaces, residential and non-residential structures are permitted to the extent that any use or activity does not impair the **Conservation Values**. Residential density shall be limited to a net density of one-unit-per-ten-acres (1:10). Subdivision, density and other residential uses shall be represented in the **Land Conservation Plan. Forest Management Practices** within these areas shall be exercised in a manner that maintains the Conservation Values. These areas are appropriate for the implementation of restoration ecology practices or other habitat and native flora enhancement practices or programs.

Wetland Conservation Area. Within these designated areas on the Habitat Conservation Plan the following uses are *strictly prohibited*: roads; residential and nonresidential structures; any and all impervious surfaces; agrichemicals; and any activity that would compromise the Conservation Values. The purpose of these conservation areas is to protect important wetland habitat areas which support bird rookeries, amphibians and various other wildlife species. **Forest Management Practices** in these areas shall be exercised in consultation with **Grantee**, approval of which shall not be unreasonably withheld.

Cultural Preservation Area. Within these designated areas on the **Habitat Conservation Plan**, the following uses are *strongly discouraged*: roads; residential and non-residential structures; any and all impervious surfaces. Any use or activity that will impair the cultural or archeological values present in these areas shall be fully mitigated. Activities and uses in these areas are also subject to the provisions of Section 5 (K) below.

Notwithstanding the provisions of the above Conservation Areas, **Grantor** reserves the right to cut any tree, in accordance with applicable county, state, and federal regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

(E) Industrial Uses. There shall be no industrial uses, activities, or structures. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any industrial uses or activities.

(F) Commercial Uses. There shall be no commercial uses, activities or structures, other than home-based business, Agricultural Activity and those uses

specifically permitted under this Section 5, without prior **Approval** by the **Grantee**. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any commercial uses or activities not permitted in this Easement.

(G) Services. Construction of water wells, septic systems, and utility services, is limited to serve the allowed uses in Paragraph 5, subject to all applicable federal, state and local laws and regulations. Fuel storage tanks are limited to above ground liquid fuel storage tanks and/or underground gas fuel (not liquid) storage tanks to serve the allowed uses in Paragraph 5, subject to all applicable federal, state, and local laws and regulations.

(H) Roads. Roads shall be limited to those required to facilitate the uses permitted by this Easement, provided **Grantor** shall use existing roads wherever possible and provided there shall be no paving of any road with non-permeable materials except as may be required by governmental authority. Maintenance of roads and roadside ditches shall be limited to standard practices for non-paved roads. Impervious roadways required by governmental entities will not count toward impervious surface totals.

(I) Landscaping. Landscaping shall be limited to the management of vegetation associated with the uses provided for in Paragraph 5, including but not limited to, mowing, pruning, trimming, and gardening. Further restricting non-native landscaping would be acceptable and supported by **Grantee**.

(J) Signs. Signs shall be placed so as to minimally impact the scenic view as seen from any public roadway or waterway.

(K) Archeological and Paleontological Digs; Artifacts and Fossils. Any and all archeological sites identified in the Cultural Resources Survey and Addendum and shown on the Habitat Conservation Plan shall be preserved. Any exercise of a reserved right in a designated archeological site, or any use or activity that would compromise the integrity of the archeological site(s), shall be fully mitigated. Any archeological or paleontological site shall, upon completion of any excavation, be returned to, or as close as possible to, its previous state, unless the site is to be maintained in an excavated condition for interpretive purposes related to education. All artifacts or fossils located on the Protected Property must be preserved and retained on the Protected Property or contributed to a recognized and accredited museum or educational institution. The sale of artifacts or fossils is prohibited, except for sale of items of a financial nature, such as coins or gold or silver bars or other forms of current or historical legal tender.

(L) Forestry Uses. Forestry Uses are limited to those **Forest Management Practices** defined in the **Forest Management Plan** that follow Best Management Practices as promulgated by the South Carolina Forestry Commission. Clear cuts shall be limited to five (5) areas of no more than ten (10) acres each per year. Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable county, state, and federal regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or

when a permitted structure is in danger. Sound silviculture practices – that manage but do not devastate the property and its inherent natural resource and conservation values – shall be utilized, with particular attention given to the integrity of the Wetland Conservation Areas, Habitat Conservation Areas, Maritime Conservation Setback and Maritime Conservation Areas as identified on the **Habitat Conservation Plan and Baseline Documentation Report**. Grantee shall be notified of any **Forest Management Practices**, authorization of which shall not be unreasonably withheld.

(M) Significant Trees. Significant trees shall not be cut or destroyed and there shall be no activities that endanger the health or survival of **Significant Trees** without **Approval**.

Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable county, state and federal regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger. **Grantor** shall request authorization from **Grantee**, which shall not be unreasonably withheld.

(N) Agricultural Uses. **Agricultural Activities** are restricted to the scientifically based practices, currently in use at the time of the implementation of such activities, recommended by the South Carolina Cooperative Extension Service, the United States Natural Resources Conservation Service, their successors or other entities. **Grantor** and **Grantee** recognize that changes in agricultural technologies, including accepted management practices, may result in an evolution of **Agricultural Activities**. Such evolution shall be permitted so long as it is consistent with the Purposes.

(O) Pond(s). Enlargement of existing or construction of new Pond(s) shall be limited in size to ten (10) acres in the aggregate, and shall be in compliance with all applicable local, state and federal statutes and regulations. The sale of soil, sand, gravel or other materials produced in connection with the enlargement or construction of Pond(s) is strictly prohibited, as in accordance with Paragraph 5(Q) Mining and Paragraph 5(F) Commercial Uses. All proposed activities must comply with the Purposes as outlined in Paragraph 1.

(P) Impoundment(s). **Grantor** reserves the right to create, improve, repair, replace or maintain new or existing and/or historic wetland impoundments, green tree reservoirs, dikes, ditches and water control structures, subject to all applicable local, state and federal statutes and regulations. Impoundments are recognized by the **Grantor** and **Grantee** as beneficial to waterfowl and other wetland dependent plants and animals.

(Q) Mining. Mining and recovery of any oil, gas or minerals is permitted, provided, they are restricted to extraction methods in accordance with Code §170(h) (5)(B) prohibiting surface mining and the requirement that, following the mining activity, the site is returned to, or as closely as possible to, its previous state.

(R) Topography and Hydrology. There shall be no alteration of the topography or hydrology, unless otherwise provided for in Paragraph 5.

(S) Refuse. There shall be no placing of refuse, vehicle bodies or parts, or junk not generated on the Protected Property.

6. Third Party Activities. The **Grantor** shall keep the **Grantee** reasonably informed as to activities being conducted on the Protected Property which are within the scope of this Easement and as to the identity of any third parties who are conducting or managing such activities. The **Grantor** shall ensure that all third parties who are conducting activities relating to permitted uses of the Protected Property are fully and properly informed as to the restrictions and covenants contained within this Easement which relate to such uses, including without limitation, the provisions of this Paragraph and of Paragraphs 4 and 5.

7. Grantee's Remedies. If **Grantee** determines that **Grantor** is in violation of the terms of this Easement or that a violation is threatened, the **Grantee** shall notify the **Grantor** of the violation (hereinafter, "First Notice") and request voluntary compliance. In the event that voluntary compliance is not agreed upon within ninety (90) days of receipt of First Notice, the **Grantee** shall give written notice to **Grantor** of such violation (hereinafter, "Second Notice") and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purposes, to restore the portion of the Protected Property so injured.

If **Grantor** fails to cure the violation within sixty (60) days after receipt of Second Notice thereof from **Grantee** (or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if **Grantor** shall fail to begin curing such violation within said sixty (60) day period, or fail to continue diligently to cure such violation until finally cured), **Grantee** may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for the loss of the Conservation Values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting **Grantor's** liability therefore, **Grantee**, in its sole discretion, may either apply any damages recovered to the cost of undertaking any corrective action on the Protected Property or may apply any damages recovered towards activities relating to monitoring and enforcing compliance with the terms of this Easement and other similar conservation easements.

If **Grantee**, in its sole but reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, **Grantee** may pursue its legal and equitable remedies under this Paragraph without prior notice to **Grantor** or without waiting for the period provided for cure to expire.

Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. **Grantor** agrees that if **Grantee's** remedies at law for any violation of the terms of this Easement are inadequate, the **Grantee** shall be entitled to seek the injunctive relief described in this Paragraph, both prohibitive and mandatory in addition to such other relief to which **Grantee** may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. **Grantee's** remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8. Costs of Enforcement. If **Grantee** prevails in any action to enforce the terms of this Easement, any costs incurred by **Grantee** in enforcing the terms of this Easement against **Grantor**, including without limitation, costs of suit and reasonable attorneys' fees, and any reasonable costs of restoration necessitated by **Grantor's** violation of the terms of this Easement, shall be borne by **Grantor**. If **Grantor** prevails in any action to enforce the terms of this Easement, any costs incurred by **Grantor**, including **Grantor's** cost of the suit (which includes reasonable attorney's fees) shall be borne by **Grantee**. If **Grantor** is successful in any action to enforce the terms of its easement, it may petition the **Grantee** to transfer the conservation easement to a like-minded conservation organization experienced in conservation easements that fulfills the purpose of the easement in keeping with the Internal Revenue Code.

9. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the reasonable discretion of the **Grantee**, and any forbearance by **Grantee** to exercise its rights under this Easement in the event of any breach of any terms of this Easement by **Grantor** shall not be deemed or construed to be a waiver by **Grantee** of such term or of any subsequent breach of the same or any other term of this Easement or of any of **Grantee's** rights under this Easement. No delay or omission by **Grantee** in the exercise of any right or remedy upon any breach by **Grantor** shall impair such right or remedy or be construed as a waiver.

10. Grantor Environmental Warranty. The **Grantor** warrants that it has no knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property and promises to defend and indemnify the **Grantee** against all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.

11. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle **Grantee** to bring any action against **Grantor** for any injury to or change in the Protected Property resulting from causes beyond **Grantor's** control, including, without limitation, trespass by third parties, fire, hurricane, flood, storm and earth movement, or from any prudent action taken by **Grantor** under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

12. Access. No right of public access to any portion of the Protected Property is conveyed by this Easement, except as expressly provided herein, and provided that executing this conservation easement, **Grantor** specifically grants in perpetuity to the Beaufort County Open Land Trust and its successors the right of access in order to fulfill its monitoring response under this conservation easement.

13. Costs, Liabilities, and Taxes. **Grantor** retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including, but not limited to, clean up or remediation costs due to chemical contamination and the maintenance of general liability insurance coverage.

Each party agrees to release hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of the activities of the indemnifying party on the Protected Property.

14. Extinguishment, Condemnation and Fair Market Value. If circumstances arise in the future that render all of the Purposes impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. In the event of such termination, the Grantee and Beaufort County, as Backup Grantee (as hereinafter defined) and as the funding entity for the purchase of this Conservation Easement, shall be entitled to a portion of the gross sales proceeds in the event of any subsequent sale or exchange (which must be based upon a qualified appraisal of all property interests being transferred), condemnation, or involuntary conversion of the portion of the Protected Property that is no longer subject to the Easement. The portion payable to the Grantee and Beaufort County shall be Sixteen and sixty-six hundredths (16.66%) percent of the gross sales proceeds, minus any amount attributable to the value of improvements made after the date of this grant and allowed under the Conservation Easement, which amount shall be reserved to Grantor

For the purpose of the above Paragraph, the parties hereto stipulate that the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. All proceeds received by **Grantee** shall be used in a manner consistent with the Purposes of this grant. This provision is not intended to violate the provision required by Code §170(h)(2)(C) that requires the Easement to be granted in perpetuity.

15. Limitations on Amendment. If unforeseen circumstances arise, including any change or modification to state or federal laws or regulations especially as they relate to the Code, under which an amendment to, or modification of, this Easement would be appropriate to clarify any ambiguities or to maintain or enhance the Conservation Values, **Grantor** and **Grantee** may, by mutual written agreement, jointly amend this Easement. No amendment shall be allowed which would adversely affect the "tax exempt" status of the **Grantee** under any applicable laws, including §501(c) (3) of the Code and Treasury

Regulations promulgated thereunder. Any such amendment shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be constructed on the Protected Property other than development or improvements permitted by this Easement on its effective date, and shall not permit any impairment of the Conservation Values. **Grantor** and **Grantee** agree to a reasonable consideration of any such proposed amendment, however, neither **Grantor** nor **Grantee** shall be bound to agree to any amendment. Any such amendment shall be recorded in the official land records of Beaufort County, South Carolina.

16. Assignment. The benefits of this Easement shall not be assignable by the **Grantee**, except (i) if as a condition of any assignment, the **Grantee** requires that the terms and conditions of this Easement continue to be carried out in full as provided herein, (ii) the assignee has a commitment to protect the Purposes and the resources to enforce the restrictions contained herein, (iii) if the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law as an eligible donee to receive this Easement directly, and (iv) if the assignee is approved by the **Grantor**, which approval shall not be unreasonably withheld. In the event that **Grantee** ceases to exist or exists but no longer as a tax-exempt, nonprofit corporation, qualified under §§501(c) (3) and 170(h) (3) and not a private foundation under §509(a) of the Code, then this Easement shall be assigned to Beaufort County, a political subdivision of the State of South Carolina (the "Backup Grantee"). The **Grantee** shall not assign this Easement to a governmental entity without the prior written consent of the **Grantor** except as provided in this paragraph. In the event Beaufort County refuses to accept this Easement, then this Easement shall be assigned to another qualified organization (as defined in 170(h) of the Code) designated by the court.

17. Transfers. **Grantor** agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which **Grantor** transfers any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. The **Grantor** shall give the **Grantee Notice** of any change of possession, ownership or control of the Protected Property within thirty (30) days of such change, including without limitation notice of any transfer, lease, or sale of all or a part of the Protected Property. The failure of **Grantor** to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

18. Communication. All **Notices**, demands, requests, consents, **Approvals**, offers, statements, and other instruments or communications required or permitted to be given hereunder (individually or collectively "Correspondence") shall be deemed sufficiently given or rendered only if in writing delivered personally, sent by a nationally recognized overnight courier or sent by United States Postal Service first class certified mail, postage prepaid, return receipt requested, addressed as follows:

If to **Grantor**:

James W. Terry
124 Verdae Blvd. - Suite 104
Greenville, SC 29607

If to **Grantee**:

Beaufort County Open Land Trust
P.O. Box 75
Beaufort, SC 29902

With a Copy to **Backup Grantee**:

Thomas A. Bendle, Jr.
Howell, Gibson & Hughes, PA
P.O. Box 40
Beaufort, SC 29901

Attorney for Backup Grantee:
Beaufort County

or to such other person or place as a party may designate by Correspondence as aforesaid. Correspondence by mail or overnight courier service shall be deemed given on the date of receipt as shown on the return receipt, or receipt or records of the courier service, as the case may be. In the event any such Correspondence is mailed via the United States Postal Service or shipped by overnight delivery service to a party in accordance with this Section 18 and is returned to the sender as undeliverable, then such Correspondence shall be deemed to have been delivered or received on the third day following the deposit of such Correspondence in the United States Mail or the delivery of such Correspondence to the overnight delivery service.

19. Recordation. **Grantee** shall record this instrument in timely fashion in the RMC Office for Beaufort County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Easement.

20. Effective Date. **Grantor** and **Grantee** intend that the restrictions arising hereunder take effect on the day and year this Easement is recorded in the RMC Office for Beaufort County, South Carolina; after all required signatures have been affixed hereto.

21. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of South Carolina.

22. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to uphold the Purposes. If any provision in this instrument is found to be ambiguous, an

interpretation consistent with the Purposes that would render the provision valid should be favored over any interpretation that would render it invalid.

23. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid the remainder of the provisions of this Easement shall not be affected thereby.

24. Baseline Documentation. **Grantee** acknowledges, by its acceptance of the Easement, that **Grantor's** historical and present uses of the Property are compatible with the Purposes of the Easement. To establish a present condition of the Conservation Values so as to be able to properly monitor future uses of the Property and insure compliance with the terms hereof, **Grantee** has prepared or caused to be prepared the **Baseline Documentation Report**. The Baseline Documentation shall be used to assist in establishing the condition of the Property as of the date of this Easement. The **Grantee** reserves the right to supplement and record notice of the supplemental Baseline Documentation prior to December 31, 2012. **Grantor** and **Grantee** acknowledge and agree that in the event a controversy arises with respect to the nature and extent of **Grantor's** historical and present use of the physical condition of the Property subject to the Easement as of the date hereof, the parties may look beyond the Baseline Documentation, if necessary, to other relevant or material documents, surveys, reports, and other evidence showing conditions at the time of execution of this Easement to assist in the resolution of the controversy.

25. Entire Agreement. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to, the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Protected Property. All terms used in this Easement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Easement, any Section, Subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

TO HAVE AND TO HOLD unto **Grantee** forever.

By execution of this Easement, the **Grantee** accepts this Easement and the rights and obligations recited herein.

GRANTOR HEREBY WARRANTS and represents that, except for land lying below the mean high water mark, as to which title is not warranted, the **Grantor** is seized of the Protected Property in fee simple and has good right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any, and that the **Grantee** shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands to multiple duplicate original copies of this Easement under seal on the day and year first above written.

WITNESSES:

GRANTOR :
HOLLINGSWORTH FUNDS, INC.

W. Kenneth
[Signature]

[Signature]
James W. Terry Its: President

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF GREENVILLE)

The foregoing instrument was acknowledged this 1st day of August, 2012, before me the undersigned Notary, and I do hereby certify that the above named James W. Perry, Jr personally appeared before me and acknowledged the due execution of the foregoing instrument.

Andrea R. Hall
(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: 04-29-14

WITNESSES:

GRANTOR:

BUCKFIELD PLANTATIONS, LLC

W. Keith Hall
[Signature]

By [Signature]
 Its: James W. Terry, Jr.
manager

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
 COUNTY OF GREENVILLE)

The foregoing instrument was acknowledged this 1st day of August, 2012, before me the undersigned Notary, and I do hereby certify that the above named James W. Terry, Jr personally appeared before me and acknowledged the due execution of the foregoing instrument.

Brenda R. Hall
 (Signature of Notary)
 Notary Public for the State of South Carolina
 My commission expires: 04/29/14

WITNESSES:

GRANTEE:

BEAUFORT COUNTY OPEN LAND
TRUST

T. Budget
Kirley A. Hepburn

William O. Wood
By:
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this 2nd day of August, 2012, before me the undersigned Notary, and I do hereby certify that the above named duly authorized officers of the **Grantee** personally appeared before me and acknowledged the due execution of the foregoing instrument.

Kirley A. Hepburn
(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: 2/2/2022

WITNESSES:

T. Beckett
Kelley A. Hopkins

BACK UP GRANTEE:
BEAUFORT COUNTY

Bryan Hill
By: Bryan Hill
Its: Deputy Administrator

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

The foregoing instrument was acknowledged this 2nd day of August, 2012, before me the undersigned Notary, and I do hereby certify that the above named Bryan Hill as Deputy Administrator for Beaufort County personally appeared before me and acknowledged the due execution of the foregoing instrument.

Kelley A. Hopkins
(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: 3-2-2022

EXHIBIT A
PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land being shown and designed as 935.40 acres more or less of uplands, 381.65 acres more or less of marshland for total acreage of 1,317.05, more or less and being shown on a plat prepared by TGS Land Surveying dated August 1, 2003 and revised October 21, 2003 and titled as "A Boundary Survey of Binden Plantation, Northwest of Sheldon, Beaufort County, South Carolina and recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 99 at Page 39". For a more complete description as to metes, bounds, courses and distances reference is made to the above referenced plat of record.

TMP: 710-12-2
710-11-5
710-12-1A

EXHIBIT B
HABITAT CONSERVATION PLAN

Habitat Conservation Areas

Marshland Conservation Area. Within these designated areas of the Habitat Conservation Plan, no activity shall occur, including but not limited to: roads, structures, impervious surfaces, agrichemicals, and **Forest Management Practices**, excepting Dock construction as provided for in Section 5(B)(VI) of the conservation easement.

Maritime Conservation Area. Within these designated areas on the Habitat Conservation Plan, the following uses are **strictly prohibited**: roads; residential and non-residential structures; any and all impervious surfaces; agrichemicals; **Forest Management Practices** - excepting forest management to provide for the linear view corridor as described in the Land Conservation Plan; **Agricultural Activities**; and any activity that would compromise the Conservation Values. The purpose of these conservation areas is to protect important wildlife habitat areas which support bird rookeries and various other wildlife species as well as the riverine viewshed. Native flora must be maintained in its natural state excepting the right to engage in selective thinning and underbrushing on plantings 2" caliper and less, and tress can be limbed to open view corridors to the river.

Maritime Conservation Setback. Within these designated areas on the Habitat Conservation Plan, the following uses are **prohibited**: roads; impervious surfaces; agrichemicals; residential and non-residential structures; and any activity that would compromise the Conservation Values. Owner may undertake **Forest Management Practices** insofar as management maintains native flora to the greatest extent practicable and/or creates a re-establishment plan for native flora, and ultimately does not impair the Conservation Values.

Habitat Conservation Area. Within these designated areas on the Habitat Conservation Plan, roads, impervious surfaces, residential and non-residential structures are permitted to the extent that any use or activity does not impair the Conservation Values. Residential density shall be limited to a net density of one-unit-per-twenty-acres (1:20). Subdivision, density and other residential uses shall be represented in the Land Conservation Plan. **Forest Management Practices** within these areas shall be exercised in a manner that maintains wildlife habitat, wetlands and unique ecological features.

Habitat Restoration Area. Within these designated areas on the Habitat Conservation Plan, roads, impervious surfaces, residential and non-residential structures are permitted to the extent that any use or activity does not impair the Conservation Values. Residential density shall be limited to a net density of one-unit-per-ten-acres (1:10). Subdivision, density and other residential uses shall be represented in the Land Conservation Plan. **Forest Management Practices** within these areas shall be exercised in a manner that maintains the

Conservation Values. These areas are appropriate for the implementation of restoration ecology practices or other habitat and native flora enhancement practices or programs.

Wetland Conservation Area. Within these designated areas on the Habitat Conservation Plan the following uses are ***strictly prohibited***: roads; residential and non-residential structures; any and all impervious surfaces; agrichemicals; and any activity that would compromise the Conservation Values. The purpose of these conservation areas is to protect important wetland habitat areas which support bird rookeries, amphibians and various other wildlife species. **Forest Management Practices** in these areas shall be exercised in consultation with **the Grantee**, approval of which shall not be unreasonably withheld.

Cultural Preservation Area. Within these designated areas on the Habitat Conservation Plan, the following uses are ***strongly discouraged***: roads; residential and non-residential structures; any and all impervious surfaces. Any use or activity that will impair the cultural or archeological values present in these areas shall be fully mitigated. Activities and uses in these areas are also subject to the provisions of Section 5 (K) of the conservation easement.

**EXHIBIT C
LAND CONSERVATION PLAN**

**EXHIBIT C
LAND CONSERVATION PLAN**

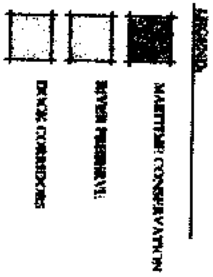
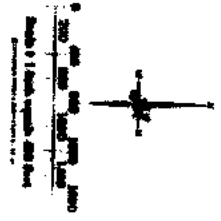
BINDON PLANTATION LAND CONSERVATION PLAN

REVISED 2013

PREPARED FOR:

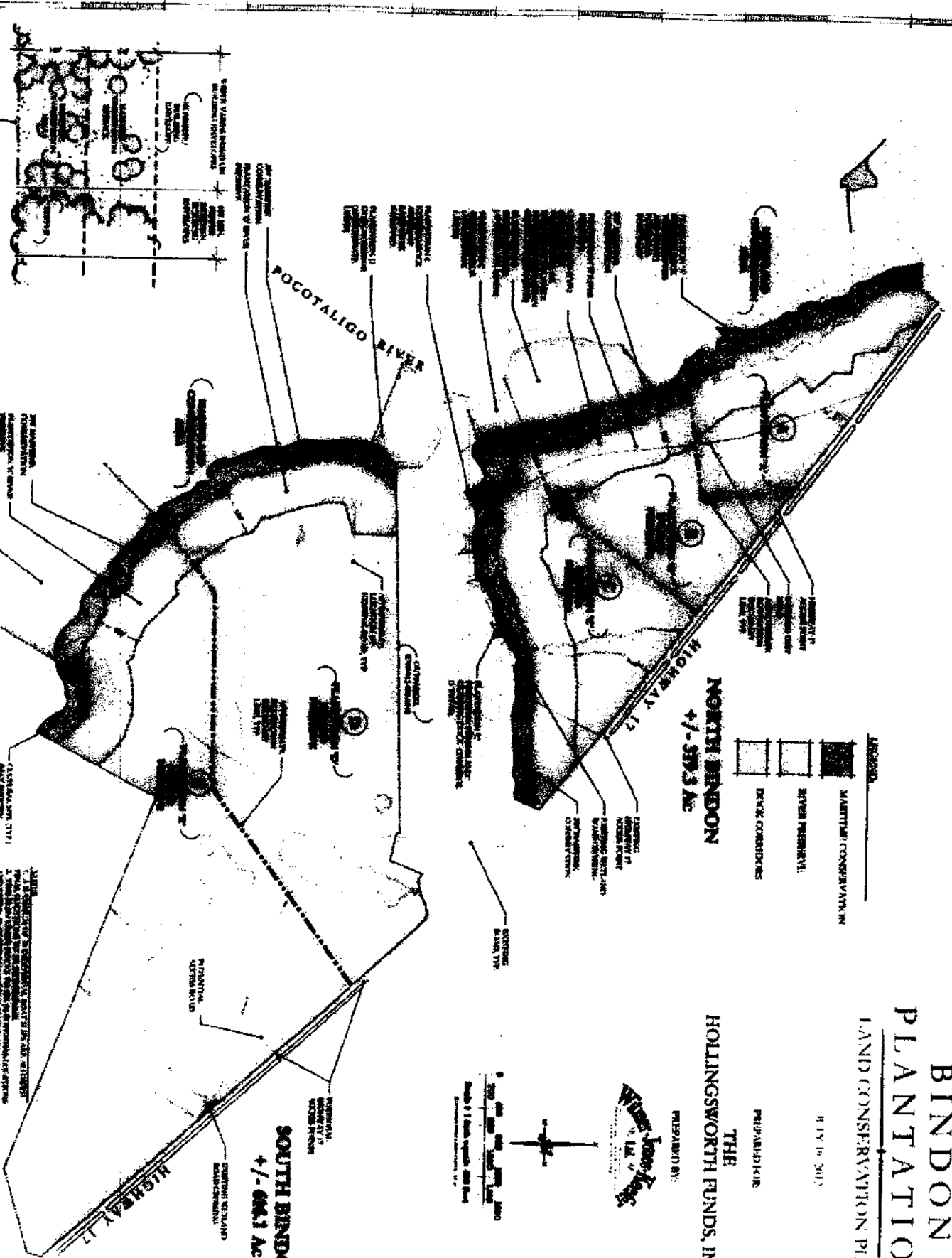
THE
HOLLINGSWORTH FUNDS, INC.

PREPARED BY:



NORTH BINDON
+/- 375.5 AC

SOUTH BINDON
+/- 684.1 AC



MAP MATERIALS: CONSERVATION ENHANCEMENT
SCALE: 1" = 100'

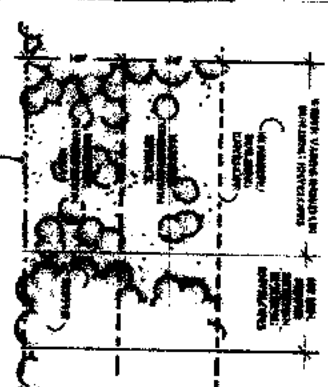



EXHIBIT D
BASELINE DOCUMENTATION REPORT

BINDON PLANTATION ENDORSEMENT PAGE

We have reviewed the attached baseline assessment and find that it accurately reflects the status of the property at the time of execution of the conservation easement.

Hollingsworth Funds, Inc.
Grantor

Date



William D. Moss, Jr.
President, Board of Trustees
Beaufort County Open Land Trust

7/31/12
Date

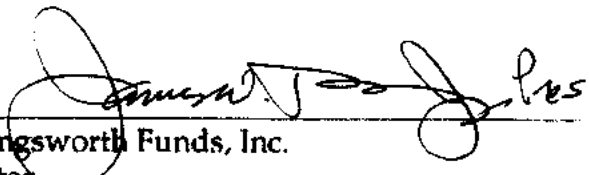


Garrett James Budds
Baseline Preparer

7.31.12
Date

**BINDON PLANTATION
ENDORSEMENT PAGE**

We have reviewed the attached baseline assessment and find that it accurately reflects the status of the property at the time of execution of the conservation easement.



Hollingsworth Funds, Inc.
Grantor

8-1-12

Date

William D. Moss, Jr.
President, Board of Trustees
Beaufort County Open Land Trust

Date

Garrett James Budds
Baseline Preparer

Date

BINDON PLANTATION BASELINE DATA FORM

Date of conservation easement: July 31, 2012

Date of baseline: July 17, 2012

This baseline report documents a conservation easement on real property totaling 1,317 +/- acres. Hollingsworth Funds, Inc. and Buckfield Plantation, LLC (Owner) granted the conservation easement over the entire 1317 acres to the Beaufort County Open Land Trust (BCOLT) on the above recorded date. The Owners were paid \$2,500,000 in exchange for the easement. Funds for the purchase originated from the and Beaufort County Rural & Critical Land Preservation Program.

1. PROPERTY OWNER INFORMATION:

City: Sheldon

County: Beaufort

Acres: 1,317 +/- acres (Survey attached)

Determination: Survey

Landowner(s): Hollingsworth Funds, Inc.
James W. Terry, CEO
124 Verdae Blvd, Suite 104
Greenville, SC 29607

Phone: 864.627.8383

2. TITLE INFORMATION: Title description and survey are attached.

3. ATTACHMENTS: The following attachments are included with this baseline

- Property Locator Map
- Survey Plat
- Wetlands Plat
- Property Description
- Maps depicting natural and cultural features of property and region
- Map demonstrating building restrictions
- Timber Compartment Map and Compartment descriptions
- Photographic survey of the property taken on June 20, 2012 depicting property boundaries, natural features, and existing structures.

4. GENERAL PROPERTY AND TRANSACTIONAL INFORMATION:

Bindon Plantation represents one of the last remaining large, contiguous, single-owner land holdings remaining in Beaufort County without conservation restrictions. The property has over three (3) miles of river and creek front, as well as diverse land uses and habitats throughout the plantation. Portions of the property are used for tree farming and small-scale agriculture, but much of the landscape remains relatively unused. Traditional industrial and agricultural uses aside, the owner entertained disposition of the property that would have brought thousands of residential units and extensive commercial space to the sylvan Sheldon community. This could have substantially impacted the rural character of the region, compromised adjacent protected properties and necessitated more intense infrastructure. Protecting Bindon solidifies a conservation stronghold in the Sheldon region, thereby protecting habitat and water quality while maintaining the rural character and traditional land uses. Permanent protection of Bindon Plantation also provides permanent, pastoral gateway for the ACE Basin, a federally designated National Estuarine Research Reserve (NERR).

- A. Land/Water Types occurring on property – There are various isolated freshwater and saltwater wetlands on the property. The property fronts the Pocotaligo River for approximately 3 miles and Stoney Creek for approximately 1 mile, creating a substantial river shoreline. See Attachment C for details.

The Property is consists of relatively typical Lowcountry land types, with atypical undulating topography. The subject consists of a small developed homestead with a main house and accessory structures with the balance of the property being assorted woodland. Primary soils are indicated on an attached soil map (Attachment C). Soils map demonstrates the high percentage of hydric soils on the property.

The land cover is mostly forested with several substantial agricultural fields and several smaller wildlife food plots. The timber compartment map is included as Attachment D shows 6,235 acres as the home site and grounds. There are 69.6 +/- acres of freshwater wetland and 374.08 +/- acres of saltwater wetland.

- B. Locale – The property is located in northern Beaufort County in the rural community of Sheldon. Sheldon Township has an extremely low population density when compared with the central and southern Beaufort County. Bindon fronts the Pocotaligo River and Stoney Creek. The Pocotaligo River serves as the natural and political boundary with Jasper County.
- C. Protected land forming a unit – Bindon is adjacent to or in close proximity to several substantial protected areas, including Oak Grove Plantation, Brays

Island, Mackey Point and Clarendon Plantation, providing habitat connectivity and a regionally substantial conservation unit.

This Project also extends and enhances the ACE Basin project area, a state, local and federal collaborative conservation project to protect property within the Ashepoo, Combahee and Edisto River watersheds. To date the project has resulted in close to 200,000 acres of protection. With the protection of Bindon, the Pocotaligo/Broad River conservation unit is enhanced as well as strengthening protection of the ACE Basin's western boundary.

The protected property was recognized as worthy of protection by the Beaufort County Government by inclusion in the 2006 Greenprint adopted in 2006. Maps of the ACE Basin and Beaufort County Greenprint are included in the Attachments.

D. Road Access/Water Access/River Frontage:

The property is accessed via US Highway 17 at multiple locations.

The property fronts the Pocotaligo River for 3 miles and Stony Creek for approximately 3 miles, creating an impressive shoreline. See Attachment E for details.

- E. Will donor permit public use? Per se public use is inappropriate for this property and is generally disallowed under the terms of the conservation easement. However, a provision in the easement exists that will allow for divestment of a small portion of the property to a local government or public agency, with the intention that it be used as a public environmental education resource.**
- F. Boundaries: The boundaries of this site are well defined and a plat is included as part of this baseline.**
- G. Land use History: Cultural resource assessment indicates that the property was a home to and/or utilized by native americans, pre-dating colonial occupation. The site was home to a Revolutionary War fortification, and subsequent non-permanent occupations both pre and post Civil War. Alteration of the landscape during these periods was minimal. Modern land use has been largely dictated by ownership, namely large parcel, single owner. Traditional Lowcountry land uses have been practiced including timber harvesting, agriculture and haying/grazing. This land management regime remains in place today.**

- H. **Unique/Outstanding physical features of/historical, archaeological or cultural significance:** One significant resource on the property is the undeveloped shoreline. Protecting three miles of river viewshed is a substantial achievement.

The plantation, in particular, the main house, could be added to the National Register of Historic Places.

A cultural resources assessment was completed in July 2007. The assessment recommended four (4) sites of cultural/historical significance.

Any building envelopes and/or approved structures built per the conservation easement must mitigate any damage to cultural resources.

5. BUILDING INFORMATION

- A. **List buildings on property:** A total of < 5000 square feet of impervious surface is presently on the property. A full photographic inventory and description of the buildings is included in Attachment E.
- B. **Describe trails, wells, power lines, pipelines:** Numerous unimproved roads traverse the property. These roads are indicated on a map prepared by the Beaufort County GIS included as Attachment A. In addition, a photographic survey taken on June 20, 2012 memorializes the existing road network.

6. FOREST & AGRICULTURE INFORMATION

A. FOREST RESOURCE INFORMATION

Site Productivity: Bindon is an excellent location for the growing of timber products. The relative tree quality is excellent and the relative stocking is abundant. A timber compartment map and forest management plan is included in this baseline as Attachment D.

B. AGRICULTURAL RESOURCE INFORMATION:

Small scale hay production is only crop managed for on the property. There is a history of field and/or row crop production and portions of the site could be returned to agricultural use with limited investment.

7. VALUE/TAX STATUS; ACQUISITION COSTS:

Grantee executed an option to purchase a conservation easement as of July 31, 2012. The purchase was a bargain sale. Beaufort County paid \$2,500,000 for the easement.

8. TAX IDENTIFICATION NUMBERS: County TM #s

R700 012 000 0002 0000;
R700 012 000 0003 0000;
R700 012 000 001A 0000;
R700 011 000 0005 0000

9. ANTICIPATED ANNUAL COSTS

Monitoring: Monitoring cost for this easement is substantial. A stewardship contribution will be negotiated with the owners subsequent to the recordation of this easement in order to assist defray the costs.

10. CONSERVATION VALUES AND PURPOSES:

This conservation easement promotes several conservation purposes.

- A. The Historic Viewshed:** Project protects over four (4) miles of river and creek front preservation – unique opportunity to protect expansive waterfront and maintain scenic views of rural Beaufort and its waterways. The historic viewshed of the property creates the natural setting of Bindon and reinforces the historic nature of the property. To preserve the protection of the maritime forest edge, the conservation easement provides substantial setbacks, limited development envelopes and comprehensive protection of the property's over 1,300 acres.
- B. Protects Water Quality:** The conservation easement protects runoff into the Pocotaligo River, Stoney Creek, the Broad River and, by extension, Port Royal Sound. Project would ensure that intense residential development does not occur. This level of protection is significant, particularly given the master planned development conceived by the previous owner and approved by the Town of Yemassee via development agreement and Planned Unit Development (PUD).
- C. Protects Natural Habitat:** Conservation of Bindon Plantation ensures substantial amounts of farmland and natural habitat is protected in perpetuity. Wetlands, inland waterways, topography and myriad forest types/ages on property support diverse wildlife and bird species. In its

undeveloped state, Bindon provides significant habitat for a variety of species, that could include but not limited to:

Plant Species (Selected Habitat Indicators)

yellow poplar (*Liriodendron tulipifera*)
sweetgum (*Liquidambar styraciflua*)
black gum (*Nyssa sylvatica*)
laurel oak (*Quercus laurifolia*)
water oak (*Q. nigra*)
American holly (*Ilex opaca*)
red maple (*Acer rubrum*)
loblolly pine (*Pinus taeda*)
Virginia chain fern (*Woodwardia virginica*)
Cinnamon fern (*Osmunda cinnamomea*)
elderberry (*Sambucus canadensis*)
Red bay (*Persea palustris*)
horse sugar (*Symplocos tinctoria*)
fetterbush (*Leucothoe racemosa*), soft rush (*Juncus effusus*)
switch cane (*Arundinaria gigantea*)
Panicum sp.
longleaf pine (*Pinus palustris*),
wax myrtle (*Myrica caroliniana*),
sweet galberry (*Ilex coriacea*)
bitter galberry (*I. glabra*)
dangleberry (*Gaylussacia frondosa*)
dwarf huckleberry (*G. dumosa*)
sweet pepperbush (*Clethra alnifolia*)
stagger bush (*Lyonia ferruginea*)
deer's tongue (*Trillium odoratissimum*)
toothache grass (*Ctenium aromaticum*)
greenbrier (*Smilax* spp).

Wildlife Habitat and Species (Selected Habitat Indicators)

mourning dove (*Zenaidura macroura*)
wild turkey (*Meleagris gallopavo*)
wood duck (*Aix sponsa*)
bald eagle (*Haliaeetus leucocephalus*)
swallow-tailed kite (*Elanoides forficatus*)
painted bunting (*Passerina ciris*)
prothonotary warbler (*Protonotaria citrea*)
white-tailed deer (*Odocoileus virginianus*)
bobcat (*Lynx rufus*)

- D. Furthers Clearly Delineated Governmental Policy:** Bindon is adjacent to or in the vicinity of several substantial protected properties, including: Oak Grove Plantation, Brays Island, Mackey Point and the collective conservation properties of the ACE Basin.

Bindon is located within a targeted focus area of the Beaufort County Greenprint. This Greenprint was prepared by the Trust for Public Land, a national conservation organization, to orient the county's conservation efforts and to establish priorities for protection. Properties within Greenprint focus areas have been identified for protection resulting in a clearly delineated public policy toward their protection. Bindon Plantation is included with the ACE Basin Focus Area, a federal/state/local cooperative effort to protect sensitive properties within the Ashepoo, Combahee and Edisto River watersheds. A map of the Greenprint and ACE Basin is included in the attachments. Bindon has been ranked as a national priority for the Coastal Estuarine Land Conservation Program (CELCP).

1. Rural & Critical Land Preservation Program Analysis

The Rural & Critical Land Preservation Program was created in order to administer the voter-approved bond referendum funding the Program, by way of prioritizing properties for preservation, and then presenting those priorities to County Council for Consideration. To assist in carrying out its goals, the Program created a Greenprint for Beaufort County, identifying focus areas of high conservation value. The Greenprint was last updated in 2006. Bindon and surrounding areas in Northern Beaufort County are indicated as high priorities for preservation.

The Program has considered Bindon for preservation on multiple occasions, but acquisition has been cost-prohibitive. However, the current owner's divestment posture positions Bindon Plantation as an unique opportunity for conservation. A failed real estate venture reverted Bindon Plantation to its original owner with future development uncertain. Moreover, the national and regional economic downturn has encouraged Bindon's owner and other landowners to consider conservation as an option, rather than real estate development.

Through a bargain sale acquisition of a conservation easement on the entire property, it will guarantee that the high intensity and incompatible development enabled through Yemassee's annexation and the subsequent development agreement will never come to fruition. The landscape, its historic and natural resource values, will remain protected in perpetuity.

Bindon Plantation ranked extremely high in its Program analysis, and received a unanimous recommendation for preservation from the Rural

& Critical Land Preservation Program Board. Beaufort County Council unanimously voted to acquire the conservation easement on Bindon Plantation.

2. Coastal Estuarine Land Conservation Program (NOAA) Analysis

Protection of this property furthers the goals of the ACE Basin National Estuarine Research Reserve and the Coastal and Estuarine Land Conservation Program (CELCP). The permanent protection of Bindon will further ensure the ACE Basin fulfills its promise for conservation and research in the South Carolina Lowcountry. Bindon ranked #2 nationally as a priority for protection through the CELCP. This ranking qualifies Bindon for additional conservation funding.

ACE Basin National Estuarine Research Reserve: A primary goal of the SC CELCP is to augment the land conservation efforts as described in the ACE Basin National Estuarine Research Reserve management. Bindon is identified as an important buffer and its protection provides significant habitat and will serve as a buffer and wildlife corridor for the ACE Basin NERR property.

South Carolina Department of Natural Resources Habitat Protection Initiatives: South Carolina's CELCP supports habitat protection initiatives of SCDNR that are targeted for coastal and riparian habitat protection. The ACE Basin Focus Area is a SCDNR program, and identified the protection Bindon as a top priority.

Support for Municipal Conservation Programs: South Carolina's CELCP supports conservation priorities as identified by municipal and county governments. Beaufort County's Rural & Critical Land Preservation Program is the oldest of such programs in South Carolina and is the primary contributor of funds for protection of Bindon.

Relevance to the NERR Management Plan: The ACE Basin NERR, designated in 1982, consists of about 140,000 acres and is one of 27 national reserves located along the US coastline. Stewardship is the foundation of the NERR mission in the ACE Basin. The ACE Basin NERR stewardship efforts focus on instilling a sense of "ownership" in the ACE for those living in and around the ACE Basin watershed.

The four priority issues for the Reserve are habitat conservation, water quality, public access and use of reserve-managed resources, and community resilience.

Habitat Conservation - The existence of extensive high-quality habitat is the cornerstone of an ecologically sound ACE Basin. As a key member

of the ACE Basin Task Force, the Reserve has been instrumental in acquisition of parcels within the Reserve boundary, while supporting partners' activities throughout the ACE Basin. Protecting Bindon through these partnerships with Beaufort County and other interested agencies is an excellent way to further habitat conservation in the Basin.

Water Quality - Maintaining and improving water quality in the ACE Basin begins with understanding the present condition of our waters and threats to maintaining it. Protecting Bindon will provide a significant buffer to the Pocotaligo, one of the major river systems directly in the ACE Basin region.

Public Access - The Reserve's abundant natural resources and strategic location within the heart of the ACE Basin combine to make it a signature destination for those seeking a high-quality outdoor experience in South Carolina. Protection of Bindon will enhance numerous opportunities for recreation.

Community Resilience - Coastal communities are vulnerable to a wide range of coastal hazards including hurricanes, shoreline erosion, flooding, and storm surge. The Reserve seeks to assist communities in becoming more resistant to the potential hazards by strengthening the understanding and appreciation of the coastal environment, and helping the local governments plan for their response to hazards. Alleviating the threat of intense development at Bindon can play a significant role in this effort.

HAMPTON
COUNTY

Beaufort County, S.C. GREENPRINT

OCTOBER 2006

JASPER
COUNTY

ATLANTIC
OCEAN

LEGEND

PREPARED BY:

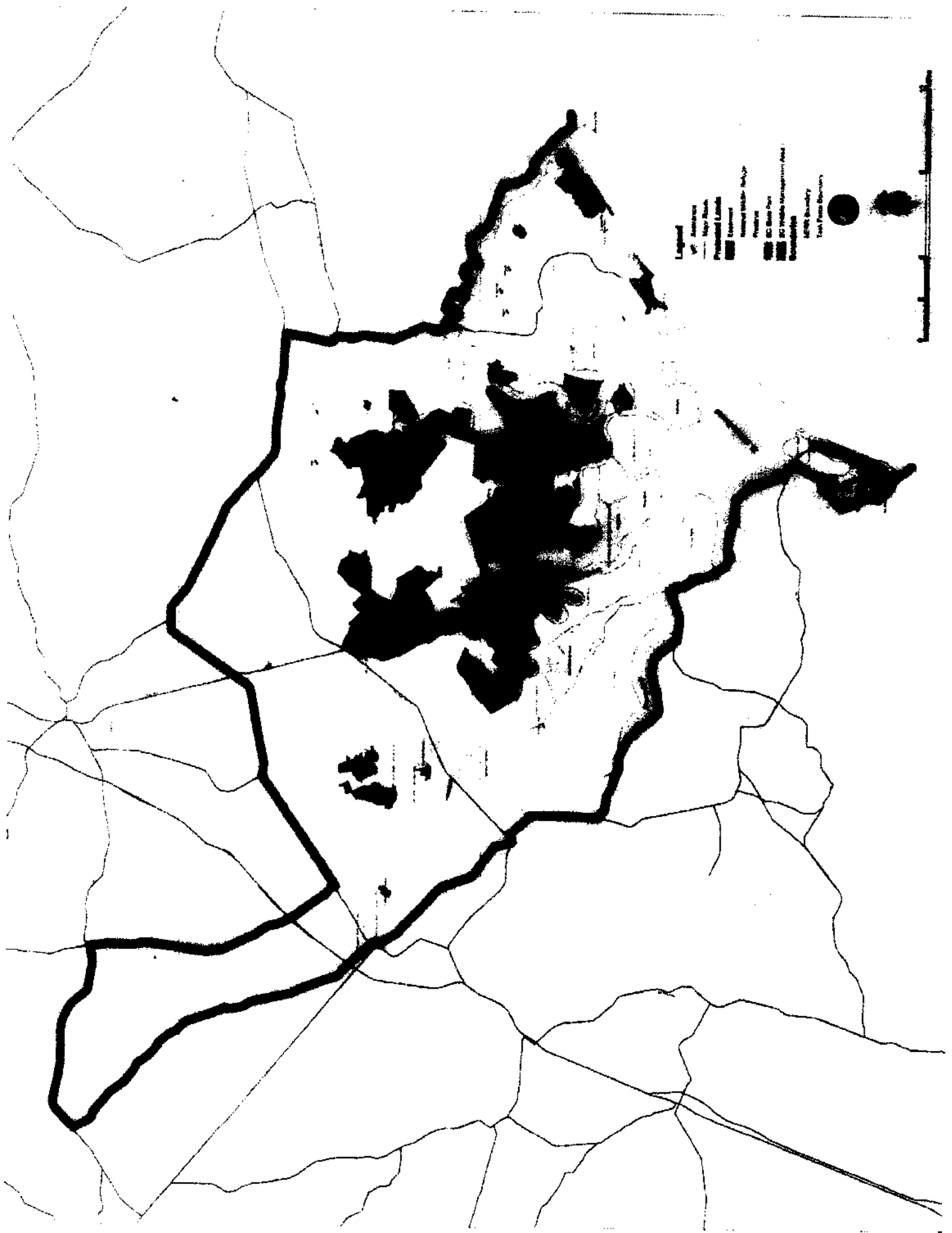
B
Ecological
Solutions



TRUST
FOR
PUBLIC
LAND

Legend box containing various symbols and line styles used on the map, along with a north arrow.

STATE OF
SOUTH CAROLINA







Project Background and Overview

The ACE Basin is one of the most ecologically pristine regions of the South Carolina coast, consisting of one large estuarine system, defined by three large river systems: the Ashepoo, the Combahee and the Edisto. The landscape is an intricate assembly of subtle but distinct microhabitats; some found nowhere else in the country. This region, characterized by numerous sizeable properties - both forest tracts and farms - and historic plantations, represents one of the largest and most successful land preservation initiatives on the East Coast.

Directly adjacent to the ACE Basin, to its south and west, lies the Port Royal Sound Estuary (PRSE). The confluence of three rivers - the Pocotaligo, the Tullifinny, and the Coosawhatchie - is the source water for the Broad River, and the beginning of the Port Royal Sound Estuary, which is technically an embayment. As an embayment these rivers are actually highly saline tributaries with clearly defined headwaters.

The Pocotaligo River sub-basin serves as the northernmost tributary to the Broad River and PRSE, and the geographical border to the ACE Basin. As such, it serves a dual role as both buffer to the ACE as well as transitional habitat and a wildlife migratory corridor between the ACE and PRSE.

Bindon Plantation, a large, linear property located on the headwater to the Pocotaligo, constitutes a substantial portion of the river's eastern shoreline. Recently, the property was annexed into the Town of Yemassee and entitled with extremely high-density residential development as well as several hundred thousand square feet of commercial development. To the west of Bindon Plantation and Yemassee is an incorporated area known as Point South, consisting of an Interstate 95 exit and its associated high intensity commercial buildings. Point South has equal potential for expansion of similar businesses and additional residential development, encroaching on the PRSE sourcewaters. Point South and Yemassee present a tremendous threat to Bindon Plantation, the conservation cornerstone for the region.

Through a bargain sale acquisition of a conservation easement on the entire property, it can guarantee that the high intensity and incompatible development enabled through Yemassee's annexation and the subsequent development agreement will never come to fruition. The landscape, its historic and natural resource values, will remain protected in perpetuity.

Conservation Values Assessment

Bindon Plantation is 1,317 acres of undeveloped Lowcountry habitat in Beaufort County, South Carolina. There are over two miles of frontage on the Pocotaligo River, a headwater river of the Port Royal Sound estuary. The property is within 15 miles of the authorized boundary of the ACE Basin National Estuarine Research

Reserve. As such, Bindon provides a significant buffer to the Reserve and compliments its functions.

The ACE Basin Focus Area is an extremely successful public/private partnership, formed to protect the traditional values and landscapes of the South Carolina Lowcountry. Nearly 200,000 acres have been put into permanently protected status, with the NERR being a significant part of the effort. Bindon is within the ACE Basin Focus Area and its protection will add to the undeveloped status of this scenic part of South Carolina.

Bindon is within the CELCP targeted watershed boundary and protection of this property contributes to efforts to protect water quality, habitat and other ecological functions of the ACE Basin NERR (maps attached). Adding the 1,317 acres of Bindon to the protected totals of the ACE Basin is a significant achievement and furthers the Reserve's missions.

Bindon has also been identified as part of the Beaufort County Greenprint. The Greenprint was developed by the Trust for Public Land to designate priority areas for protection in Beaufort County. The County has dedicated \$90 million to protect over 17,000 acres as designed by the Greenprint. The Beaufort County Open Land Trust operates the program on behalf of County Council.

In all, Bindon is an integral part of the ACE Basin NERR, and its protection will further local conservation goals.

Beaufort County will purchase a conservation easement on the total 1317 acre Bindon Plantation. The County will then acquire 50 acres in Fee Simple Absolute as part of its Rural and Critical Land Program. Similar to other properties acquired under the program, a management and public access plan will be developed. Public access that is consistent with the sensitive ecological qualities of the ACE NERR will be provided on the 50 acres acquired in fee simple. Our plan is that an environmental education center will be opened for people of the Lowcountry.

Bindon Plantation features a wide list of values that will be protected through its acquisition. It is a premier example of a working landscape in the South Carolina Lowcountry and it retains its ecological and conservation values. Through fee simple acquisition, the public will be able to enjoy the property's recreational values.

THE PRIMARY PURPOSE FOR PROTECTION IS NATURAL RESOURCE CONSERVATION.

Bindon is a part of the ACE Basin Focus Area which has been preserved because of its unique natural habitats. The richness of the ecology at Bindon is the primary reason for protecting the site. Taking these 1,317 acres into protected status stretches the protected habitat of the ACE Basin Focus area westward toward the

Pocotaligo River and makes an important linkage between the ACE and the river – effectively adding a fourth major river system to the ACE Basin.

Thirty plant community types were identified and classified by The Nature Conservancy during botanical surveys. The site contains estuarine wetlands that contain four plant communities (salt marsh, salt flat, salt scrub thicket, brackish marsh), and 16 community types are in palustrine. There are 12 communities (depression meadow, bay forest, non-riverine swamp forest, pond pine woodland, pocosin, Carolina bay, maritime wet grassland, shrub swamp, depression pond complex, inland freshwater marsh, swamp tupelo pond, stream head pocosin) in inland wetlands that are defined as habitats having no hydrologic connection to major water bodies. The property contains seven plant community types (loblolly pine-mixed hardwood forest, longleaf pine flatwoods, oak-hickory forest, South Atlantic inland maritime forest, Southern mixed hardwood forest, subseric pine-scrub oak sandhill, and temperate shell midden woodland (TNC 1993).

Habitat for three species listed as threatened or endangered by state or federal authorities bald eagles, least terns, and wood storks will be protected at Bindon. The ACE Basin is well known for its important bird breeding habitats. Bindon and the ACE Basin Focus Area have an extremely rich bird life. Over half of the species of birds that occur in North America inhabit the 320,000 acres of the ACE Basin Focus Area. Approximately 280 species of birds occur on, or in the vicinity of, Bindon Plantation.

There are over 350 acres of marsh on the property. Protecting water quality has become a primary concern in the wetlands-rich South Carolina Lowcountry. Much of the local economy is based upon eco-tourism and water based activities. Over two miles of shoreline on the Pocotaligo River will be buffered through the acquisition of Bindon. The ecological value derived from protecting this water quality buffer and the habitats it supports is considerable.

Conservation Values

The conservation purpose in protecting Bindon is immense. Conservation in the ACE Basin and the South Carolina Lowcountry has focused on preserving traditional values. Over 150,000 acres of traditional landscapes are now outside the realm of development because of these efforts. Protecting Bindon will add another 1,317 acres to the total and protect over two miles of waterfront on the Pocotaligo River.

Bindon's protection will provide an important linkage between the ACE Basin NERR and the Pocotaligo River. There will be an uninterrupted greenway providing important conservation and ecological values. The River will also be made available to the public. In essence, conservation will be stretched to the Pocotaligo.

Upon successful acquisition, the partners involved in the Bindon project will prepare a management plan for the property. A fundamental aspect of the Rural and Critical Land program is that only ecologically sensitive management and access options are followed. Restoration of the Lowcountry habitat will be a key part of the effort.

The program has a restoration fund of over \$1 million for management of acquired properties. The seller of the property will be asked to contribute to this fund as part of the transaction. Tradition dictates this will generate over \$100,000 toward the restoration.

The restoration plan will be complete within one year of acquisition. Work will begin upon acceptance of the plan.

Recreational

Bringing 50 acres of Bindon into public ownership will be a recreational boon to the people of the region. A vibrant eco-tourism economy has developed in the South Carolina Lowcountry based on the water and other unique resources in the region. Bindon will be a valuable addition to the tourism amenity base.

The South Carolina State Recreation Plan identifies access to waterways as among the top needs in the state. With over two miles of frontage on the River, Bindon will serve as an excellent access point for kayakers, boaters and anglers looking for ways to enjoy the resource. With ever-increasing development in the South Carolina Lowcountry, providing this type of access to an important resource is an unusual opportunity as many traditional areas have been curtailed because of private ownership.

Birding is also a growth industry in South Carolina and with its abundance of bird life Bindon will serve as a focal point for the local industry. Little facility development is necessary to make the property a birder's destination and this will be a primary attraction of public ownership.

Low impact recreation will be allowed on the site. It will be open to the public on a routine basis and traditional recreational uses of the property will be promoted.

The additional protection provided by the publicly accessible 50 acres being protected by a conservation easement adds additional benefits. The public's use of the river and access to the Pocomoke River will be enhanced by the viewshed and traditional look of the River being preserved in perpetuity.

Historical

Located on the Pocotaligo River, Bindon is part of the 12,000 acre Tomotley Barony created by virtue of a Kings Grant in May of 1698. In 1747, Elizabeth Bellinger, the widow of the second Edmund Bellinger, gave fifty acres of the Tomotley Barony for the purpose of erecting an Anglican Parish Church. Today that church is in ruins and is known as the Prince William Parish Church or Old Sheldon Church, a site on the National Register of Historic Places.

In 1781, a major Revolutionary War battle took place in and around Bindon at Fort Balfour, a Tory fort. Led by William Harden, a local land owner and leader of a partisan force, men destroyed Fort Balfour, broke through the English lines, disrupted communications and captured or killed a number of British soldiers. This was a major victory for the partisans.

The original Bindon house was destroyed by Sherman's troops during the Civil War. The property was later purchased by Robert (Ed) Turner who committed suicide there in 1963. His son, noted media entrepreneur Ted Turner, sold the plantation after his father's death.

Because of the history of Bindon Plantation, it is eligible to be listed in its entirety on the National Register of Historic Places maintained by the United States Secretary of the Interior. An investigation of the archeological resources on the property has been conducted. The consultant who did the archeological investigations (Beth Gantt with R.S. Webb and Associates) recommended four (4) archeological sites (38BU2186, 2187, 2193, and 2203) as being eligible for listing in the National Register (NR). The house is located on 38BU2186. While the house by itself would be eligible for the NR, as part of the archeological sites it would be. The SC SHPO has not yet officially adopted the recommendations of the consultant, although the SHPO would likely concur.

Archeological sites include deposits from the Early Archaic, Late Archaic, Early to Late Woodland, and Mississippian Periods. These periods all deal with Native American occupation. Historic components in some of the sites dating from the 18th to the 20th Century include both African-American and Euro-American deposits. Site 38BU2203 may represent an isolated slave settlement. Site 38BU2187 is believed to be the site of an 18th Century tavern.

Aesthetic

Protecting Bindon through easement and public ownership will protect over two miles of River frontage. This type of uninterrupted view is difficult to obtain given the rapid growth and development in the region. The South Carolina coast is one of the most rapidly developing parts of the country and waterfront properties are

among the most desirable. The Beaufort Conservation program has placed preserving River views at the top of its priority list for conservation.

The Pocotaligo River is scenic and could be considered for Scenic River Status by the State of South Carolina. When Bindon is owned by the County, the public will have the right to make this request for inclusion. An in-depth study is required to achieve this status.

Bindon also provides a buffer to U.S. Highway 17 which traverses the ACE Basin as it runs from Charleston, South Carolina to Savannah Georgia. Highway 17 was once considered "Americas Vacation Highway", and as it crosses the region, it acquires the local designation of "the ACE Basin Parkway". Adding Bindon to the list of protected properties ensures the natural experience through the region offered by the ACE Basin Parkway is not interrupted. This furthers a local scenic preservation initiative.

Ecological and Landscape Assessment

Bindon Plantation typifies the landscape of South Carolina's southern coastal plain, or Lowcountry. Although no dominant portion of the property stands out as ecologically remarkable, given the mixed land types/uses, topography, and proximity to a substantial river system, the property as a whole contains of a diverse mix of habitats possessing substantial natural resource value. Permanent protection will bolster the ecological resilience of the region.

Several site visits in 2010, 2011 and 2012 - most recently on 3/24/12 and 6/20/12 - documented the conservation values of the property. Generally, the property transitions from permanently and intermittently flooded salt-water marsh, to maritime forest and bottomland hardwood forest, to an upland mix of mixed pine-hardwood, planted pine, hardwood wetlands, and open field/pasture. The property has undulating topography ranging from near-sea level to over twenty (20) feet above sea level. Site visits confirmed the following land types: salt marsh, hammock islands, pine/hardwood flat, pond, wet meadow, pasture, bottomland hardwood, mixed pine upland, planted loblolly pine stands of various ages, oak groves, hardwood flats, naturally regenerated hardwood, cultivated fields, gum ponds, and pasture.

The Bindon Plantation Forest Management Plan includes a forest compartment map and corresponding table that assigns each compartment a number, cover type and acreage. Site visits utilized the compartment map and table to assess the property ecological attributes. In order to correlate ecological conditions to the forest compartments, outstanding features are listed here:

Forest Compartment	Ecological Assessment
3	maritime forest and mixed hardwood stands; oak/marsh overhangs; marsh edge -> mature forest -> field edge habitat transition; compartment represents one of the few relatively undisturbed natural areas with extremely high habitat values
5	manmade pond with earthen berm; transitioning to wet meadow; reintroduction of some tree species, i.e. pine and sweet gum; depending on water management and climatic conditions, the site could be managed as a waterfowl pond or wet meadow
9	compartment mostly hardwoods, mixed oaks, sweetgum, etc. including a mature stand of willow oak; several specimen live oaks; site corresponds with an archeological site potentially eligible for national register
13	mature trees with mixed understorey emerging, including: wax myrtle, laurel oak, sweet gum and palmetto
15/17	these compartments separated by a brackish ditch with emergent salt marsh/wetland species present; trifoliate orange in planted pine just east of brackish ditch; stamanea lilies in wet areas along road
18	pine wood upland; some evidence of planting
19	specimen oak grove
22	conservation area; high tree diversity and diverse understorey back from marsh
25	brackish ditch bordered by upland hardwood fringe; woodstork activity
26/23/34	high potential for restoration ecology; restoration opportunity for complimentary habitats, e.g potential red cockaded woodpecker habitat in older pine stands with proper management
33	hardwood "bottom" with palmetto understorey and canebrake; undulating topography; potholes w/ standing water; necessary to preserve and provide buffer for this area in conjunction with cohesive restoration in surrounding area

- 39 spillway - gum & maple pond; jack-in-the-pulpit and trillium present
- 40 potential to manage for red cockaded woodpeckers
- 41-49 hedgerow is ditch w/ hardwood fringes; potential to manage all of these compartments into mature forest stands

Management

A high potential for habitat enhancement via restoration ecology is present. Management of Bindon's various land types and habitats will indicate any habitat enhancement or increased conservation value.

Bindon is currently managed for agriculture and wildlife. Approximately 61 acres are in cultivation, 19 in pasture and 11 in ponds. Marsh makes up around 300+ acres, and the house and other human use areas consume 40 acres. The remaining is in forestry use, including over 160 acres of hardwoods. This is typical of a South Carolina Lowcountry plantation focusing on traditional uses.

The properties surrounding Bindon also typify traditional rural uses. Maintaining traditional use and management of Bindon is compatible with Sheldon township land use patterns.

Non-native species invasion of Bindon is limited. Restoration of the longleaf pine has been identified as needed in the area and Bindon can serve as an excellent location for this work. There is no need for the short term timber revenues associated with loblolly pine and a long leaf pine reintroduction plan could take place.

Ecological and environmental restoration is possible on the site. It has been managed for traditional uses in its story. Long leaf pine reintroduction is the key restorative activity that needs to occur. However, the topography of the property and various micro-habitats that have been converted provide the opportunity for some level of restoration ecology to take place.

Threat of Conversion

In coastal South Carolina, rapid population growth and associated land development has placed inordinate stress on the State's natural and agricultural resources. In 2004 alone, approximately 75,000 acres were urbanized, which ranks South Carolina as the fourth most heavily developed state in the nation on a

per capita basis and tenth on a total acreage basis, even though it is only fortieth in overall size. In particular, the State's agricultural resources have been strained as land has been converted from rural to urban uses; between 1954 and 1992, the percentage of agricultural land in South Carolina diminished from 57% to 23% of all land, a trend that has undoubtedly continued into the present day.

Bindon is imperiled by development when considering that Beaufort County has one of the highest growth rates in this rapidly urbanizing state and its agricultural resources are more threatened by conversion than nearly any other in South Carolina. In fact, almost all of the farm operations in the southern half of Beaufort County, near the towns of Bluffton and Hilton Head Island have been lost to urban encroachment.

Bindon is particularly threatened by its recent annexation into the town of Yemassee. Yemassee has few land use controls and Bindon makes a desirable target for the development community seeking to maximize financial return without taking full consideration of development and its role in the fragile ecosystem.

Building Envelopes & Standards

Multiple building envelopes have been identified to accommodate permissible development. Under the conservation easement, each envelope could be assigned a specific number of residential units, each with a corresponding impervious footprint. The conservation easement allows for the transfer of units among the envelopes, however the envelopes themselves are static. Building envelopes were approved based on relative impact to the overall ecosystem and the ability of the owner to mitigate any impact.

No more than twenty (20) residential units may be constructed on Bindon and must be assigned to a delineated building envelope. Any residential construction must comply with the terms of the conservation easement and not impair any of the conservation values. See Attachment B.

ATTACHMENT A

Habitat Conservation Plan

Bindon Plantation:
Habitat Conservation Plan



Approved by
Department of
Environmental and
Natural Resources



Habitat Conservation Areas

Marshland Conservation Area. Within these designated areas of the Habitat Conservation Plan, no activity shall occur, including but not limited to: roads, structures, impervious surfaces, agrichemicals, and **Forest Management Practices**, excepting Dock construction as provided for in Section 5(B)(VI) of the conservation easement.

Maritime Conservation Area. Within these designated areas on the Habitat Conservation Plan, the following uses are **strictly prohibited**: roads; residential and non-residential structures; any and all impervious surfaces; agrichemicals; **Forest Management Practices** - excepting forest management to provide for the linear view corridor as described in the **Land Conservation Plan**; **Agricultural Activities**; and any activity that would compromise the Conservation Values. The purpose of these conservation areas is to protect important wildlife habitat areas which support bird rookeries and various other wildlife species as well as the riverine viewshed. Native flora must be maintained in its natural state excepting the right to engage in selective thinning and underbrushing on plantings 2" caliper and less, and trees can be limbed to open view corridors to the river.

Maritime Conservation Setback. Within these designated areas on the Habitat Conservation Plan, the following uses are **prohibited**: roads; impervious surfaces; agrichemicals; residential and non-residential structures; and any activity that would compromise the Conservation Values. Owner may undertake **Forest Management Practices** insofar as management maintains native flora to the greatest extent practicable and/or creates a re-establishment plan for native flora, and ultimately does not impair the Conservation Values.

Habitat Conservation Area. Within these designated areas on the Habitat Conservation Plan, roads, impervious surfaces, residential and non-residential structures are permitted to the extent that any use or activity does not impair the Conservation Values. Residential density shall be limited to a net density of one-unit-per-twenty-acres (1:20). Subdivision, density and other residential uses shall be represented in the **Land Conservation Plan**. **Forest Management Practices** within these areas shall be exercised in a manner that maintains wildlife habitat, wetlands and unique ecological features.

Habitat Restoration Area. Within these designated areas on the Habitat Conservation Plan, roads, impervious surfaces, residential and non-residential structures are permitted to the extent that any use or activity does not impair the Conservation Values. Residential density shall be limited to a net density of one-unit-per-ten-acres (1:10). Subdivision, density and other residential uses shall be represented in the **Land Conservation Plan**. **Forest Management Practices** within these areas shall be exercised in a manner that maintains the

Conservation Values. These areas are appropriate for the implementation of restoration ecology practices or other habitat and native flora enhancement practices or programs.

Wetland Conservation Area. Within these designated areas on the Habitat Conservation Plan the following uses are *strictly prohibited*: roads; residential and non-residential structures; any and all impervious surfaces; agrichemicals; and any activity that would compromise the Conservation Values. The purpose of these conservation areas is to protect important wetland habitat areas which support bird rookeries, amphibians and various other wildlife species.

Cultural Preservation Area. Within these designated areas on the Habitat Conservation Plan, the following uses are *strongly discouraged*: roads; residential and non-residential structures; any and all impervious surfaces. Any use or activity that will impair the cultural or archeological values present in these areas shall be fully mitigated. Activities and uses in these areas are also subject to the provisions of Section 5 (K) of the conservation easement.

Bindon Plantation HCP Photo Point Description Table

NAME	DESCRIPTION	DATE
PICS 1-4	HUMMOCK FROM N	6/20/12
PICS 5-11	HIGHWAY HOUSE SITE	6/20/12
PICS 12-13	NORTHERN ACCESS RD HHS	6/20/12
PICS 14-21	MARITIME FOREST EDGE & POND EDGE	6/20/12
PICS 23-25	NORTHERN FIELDS IRRIGATION DITCH	6/20/12
PICS 26-28	NORTHERN GATE DITCH	6/20/12
PIC 34	NORTHERN DOCK SHED	6/20/12
PICS 32-33	NORTHERN DOCK	6/20/12
PIC 43	SPECIMEN OAK & PE SITE	6/20/12
PICS 44-47	WILLOW OAK GROVE	6/20/12
PICS 52-66	CEMETERY IN CP1 RAYMOND WYMAN	6/20/12
PICS 70	OUTBUILDING 1	6/20/12
PICS 71-73	MAIN HOUSE	6/20/12
PIC 74	MAIN HOUSE BARN	6/20/12
PICS 76-77	WELL HOUSE & WINDMILL	6/20/12
PIC 78	BACK BARN	6/20/12
PIC 79	TRAILER	6/20/12
PIC 80	PUMP HOUSE	6/20/12
PICS 85-86	GAZEBO & CRAB DOCK	6/20/12
PIC 92	BOAT RAMP	6/20/12
PIC 105	SOUTHERN GATE NORTHERN END	6/20/12
PICS 116-121	TERMINUS OF OLD CHARLESTON HWY	6/20/12
PICS 133-135	EDGE OF ELIGIBLE HOUSE SITE CP2	6/20/12
PICS 138-139	METAL BARN & PUMP HOUSE	6/20/12
PICS 144-148	ELIGIBLE SITE IN HR2	6/20/12
PICS 150-152	OCR-T	6/20/12
PICS 113-114	ENTRANCE GATE SOUTHERN HALF	6/20/12
PICS 159-162	WC3 DITCH SYSTEM 4-WAY INTERSECTION	6/20/12

ATTACHMENT B

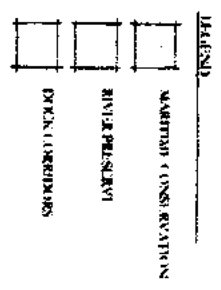
Land Conservation Plan

BINDON PLANTATION

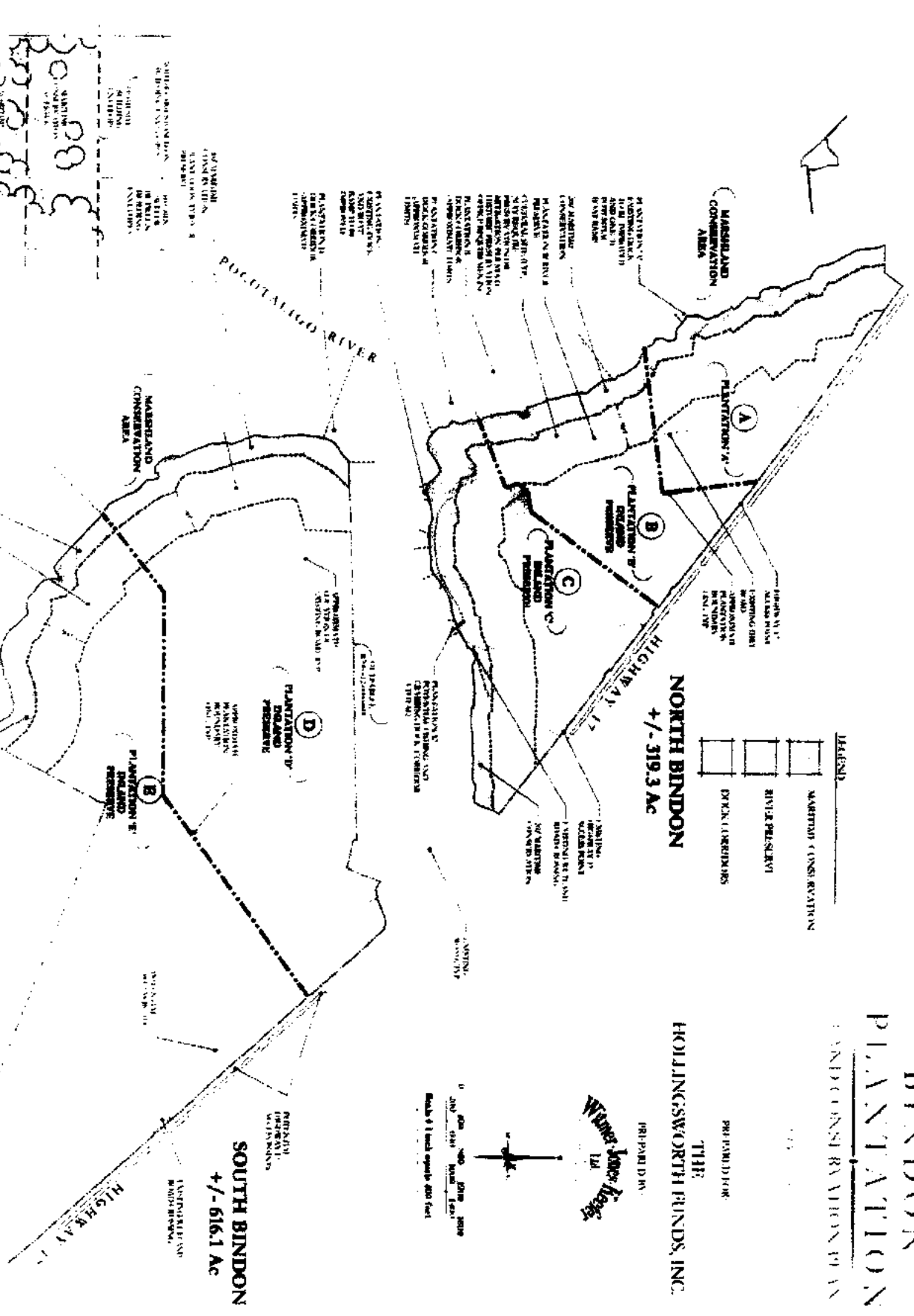
LAND CONSERVATION PLAN

THE
HOLLINGSWORTH FUNDS, INC.

Wilbur Smith Books
Ltd.



1:50,000 Scale
Date: 1980
Map No. 1000



PLANTATION 'A'... PLANTATION 'B'... PLANTATION 'C'... PLANTATION 'D'... PLANTATION 'E'...
MASSLAND CONSERVATION AREA
NORTH BINDON +/- 319.3 Ac
SOUTH BINDON +/- 616.1 Ac
POCOTALIGO RIVER
HIGHWAY 17
LEGEND
NATURAL CONSERVATION
RIVER RESERVE
OPEN LANDS
1:50,000 Scale
Date: 1980
Map No. 1000

Mobile Precast Load Combinations From January, July 19, 2012

North Building

Orientation	Member Description	Member Reference	Member Length	Member Area	Member Volume	Member Weight	Member Moment	Member Torsion	Member Stiffness	Member Damping	Member Mass	Member Inertia	Member Torsion	Member Stiffness	Member Damping	Member Mass	Member Inertia
Vertical	1. 1st Floor Slab	1. 1st Floor Slab	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
	2. 2nd Floor Slab	2. 2nd Floor Slab	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
	3. 3rd Floor Slab	3. 3rd Floor Slab	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000

North Building South

Orientation	Member Description	Member Reference	Member Length	Member Area	Member Volume	Member Weight	Member Moment	Member Torsion	Member Stiffness	Member Damping	Member Mass	Member Inertia	Member Torsion	Member Stiffness	Member Damping	Member Mass	Member Inertia
Vertical	1. 1st Floor Slab	1. 1st Floor Slab	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
	2. 2nd Floor Slab	2. 2nd Floor Slab	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
	3. 3rd Floor Slab	3. 3rd Floor Slab	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000

South Building South

Orientation	Member Description	Member Reference	Member Length	Member Area	Member Volume	Member Weight	Member Moment	Member Torsion	Member Stiffness	Member Damping	Member Mass	Member Inertia	Member Torsion	Member Stiffness	Member Damping	Member Mass	Member Inertia
Vertical	1. 1st Floor Slab	1. 1st Floor Slab	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
	2. 2nd Floor Slab	2. 2nd Floor Slab	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
	3. 3rd Floor Slab	3. 3rd Floor Slab	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000

Building Total

Orientation	Member Description	Member Reference	Member Length	Member Area	Member Volume	Member Weight	Member Moment	Member Torsion	Member Stiffness	Member Damping	Member Mass	Member Inertia	Member Torsion	Member Stiffness	Member Damping	Member Mass	Member Inertia
Vertical	1. 1st Floor Slab	1. 1st Floor Slab	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
	2. 2nd Floor Slab	2. 2nd Floor Slab	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
	3. 3rd Floor Slab	3. 3rd Floor Slab	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000

1. Member weight is the structural loading to the primary structure. It does not include the weight of the secondary structure.
 2. Center of mass is the center of mass of the primary structure. It does not include the weight of the secondary structure.
 3. Center of mass is the center of mass of the primary structure. It does not include the weight of the secondary structure.
 4. Center of mass is the center of mass of the primary structure. It does not include the weight of the secondary structure.
 5. Center of mass is the center of mass of the primary structure. It does not include the weight of the secondary structure.

ATTACHMENT C

Natural Resource Inventory

Bindon Plantation: *Areas of Sensitivity*



Areas of Sensitivity



0 0.5 1.0 1.5 2.0

Binden Plantation: Elevations

Approved for
the Office of Property
Management and Planning
Department of Public Works



Station	Elevation
1+00	10.00
2+00	10.00
3+00	10.00
4+00	10.00
5+00	10.00
6+00	10.00
7+00	10.00
8+00	10.00
9+00	10.00
10+00	10.00

Binden Plantation: Hardwoods

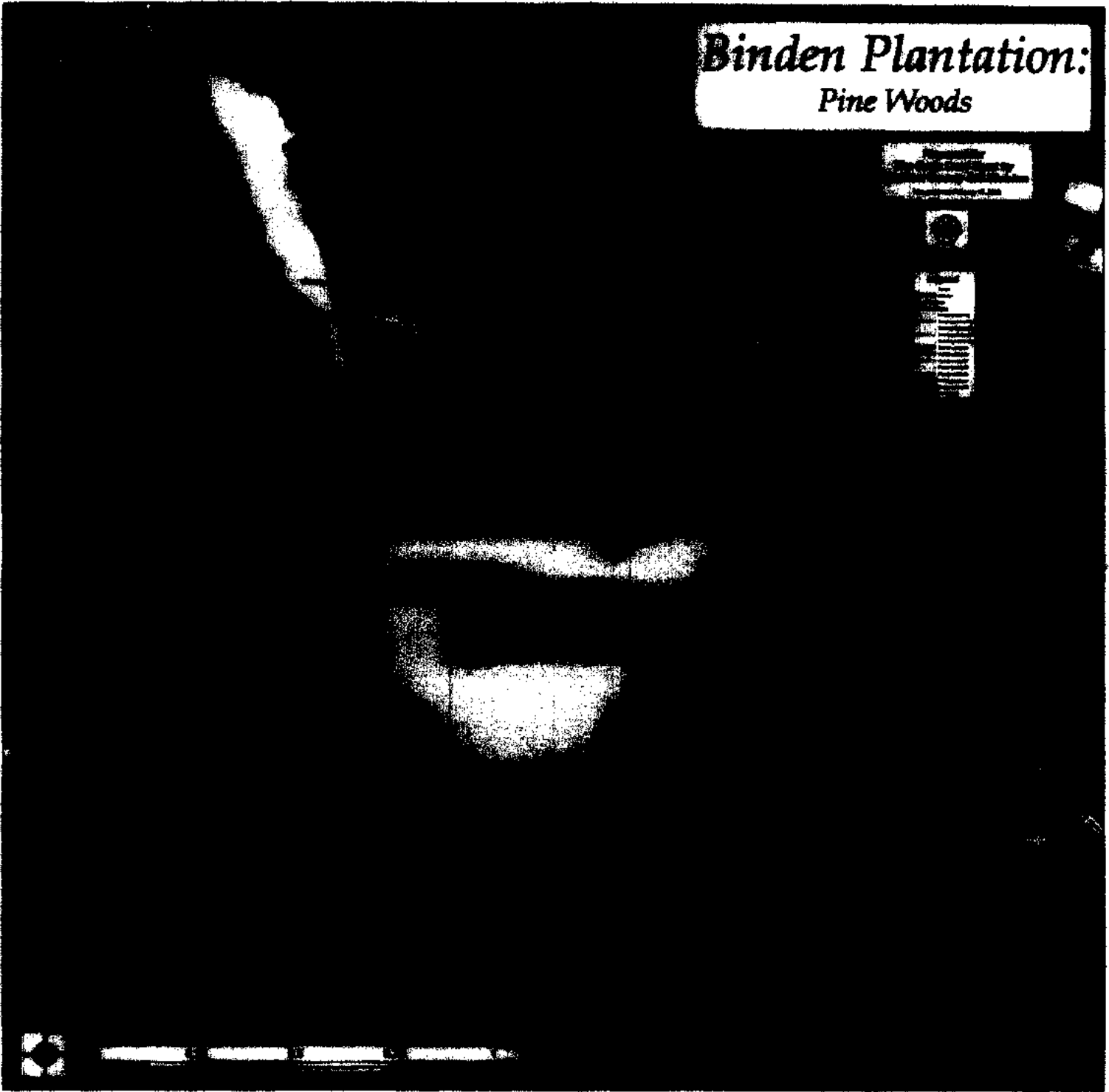
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Binden Plantation:
Pine Woods



Binden Plantation: *Hydrologic Features*

Prepared for
The United States Forest Service
Department of Agriculture



Contents	
Introduction	1
1. Location	2
2. Description	3
3. Hydrologic Features	4
4. Management	5
5. Bibliography	6
6. Appendix	7
7. Maps	8



Binden Plantation: Habitats

Prepared for
the State of Maryland
Department of the Environment
and Natural Resources



Legend

Area	
Water	
Wetland	
Forest	
Open Land	
Developed Land	
Transportation	
Other	



Binden Plantation: Soils

Department of
Agriculture
Soil Conservation Service



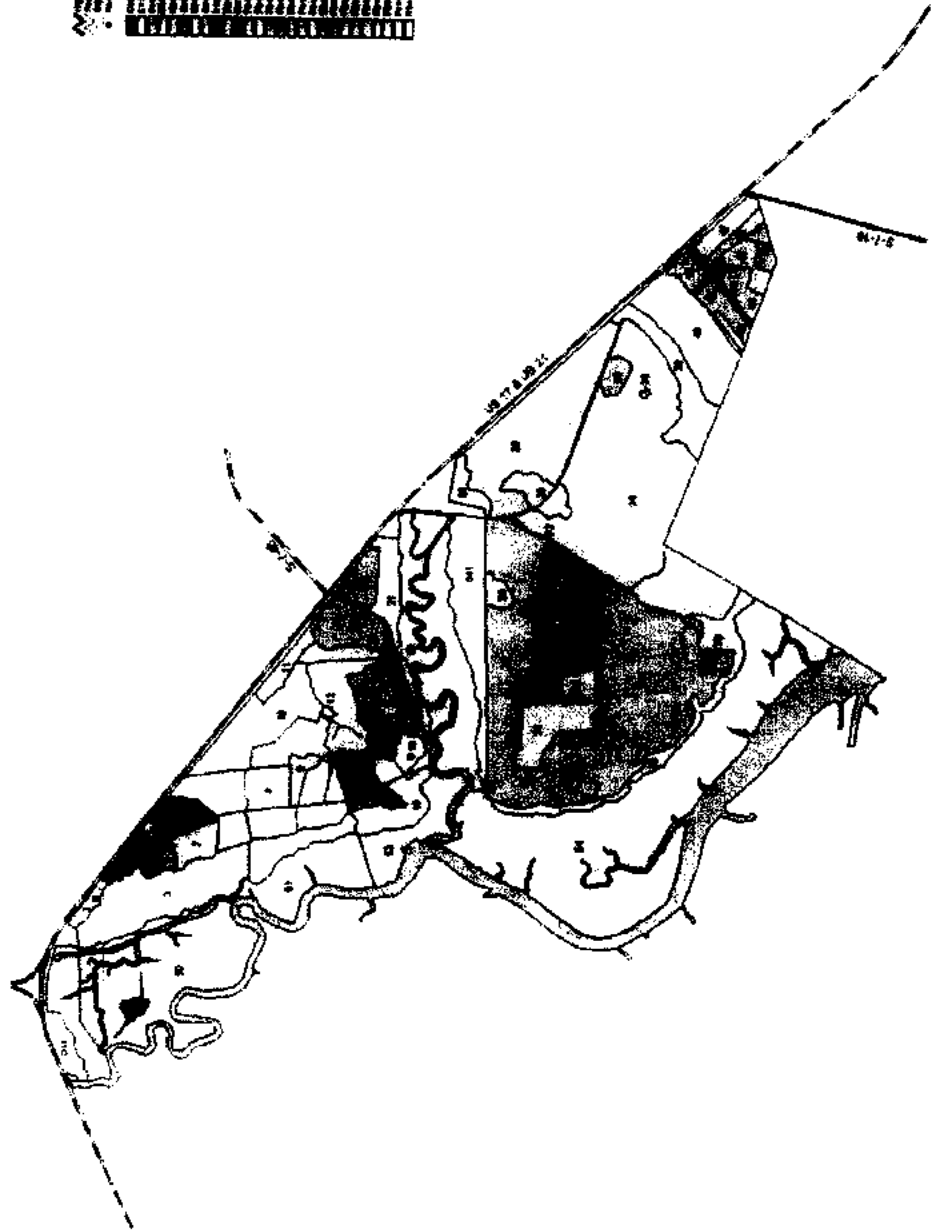
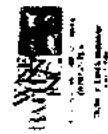
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ATTACHMENT D

Forest Management Plan

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Buckfield Plantations, LLC's
 and Hollingworth Funds, Inc.'s
 Bindem Plantation
 Beaufort County, South Carolina
 July 30, 2001

Blinden Plantation

March 8, 2011

1309.744 ArcView Acres (+/-)

	<u>Cover Type</u>	<u>Acres</u>
1	Island	2.488
2	House Site	2.829
3	Pine Hardwood Flat	58.181
4	House Site	1.468
5	Pond	1.109
6	Pasture	18.68
7	Planted Loblolly 89	7.803
8	Cultivated Field	50.415
9	Pine Hardwood Flat	5.62
10	Planted Loblolly 90	70.438
11	Hardwood Flat	7.052
12	Gum Pond	0.682
13	Planted Loblolly 83	9.357
14	Cemetery	3.348
15	Planted Loblolly 85	16.78
16	Pine Regeneration 70	9.249
17	Planted Loblolly 83	20.954
18	Pine Upland	17.46
19	House Site	6.235
20	Planted Loblolly 84	3.948
21	Pine Upland	17.285
22	Live Oak	23.847
23	Planted Loblolly 89	172.772
24	Hardwood Flat	3.981
25	Hardwood Flat	2.029
26	Planted Loblolly 84	43.888
27	Wildlife Food Plot	3.441
28	Planted Loblolly 97	25.251
29	Wildlife Food Plot	1.541
30	Wildlife Food Plot	0.82
31	Planted Loblolly 85	46.031
32	Hedge-row	1.958
33	Hardwood Flat	10.178
34	Planted Loblolly 97	152.597
35	Planted Loblolly 86	4.81
36	Gum Pond	0.328
37	Wildlife Food Plot	5.985
38	Pine Regeneration 80	0.711
39	Hardwood Flat	21.719
40	Planted Loblolly 97	33.585
41	Pine Regeneration 88	4.73
42	Pine Regeneration 88	7.132
43	Planted Loblolly 84	2.482
44	Hedge-row	3.664
45	Pine Regeneration 88	6.814
46	Hardwood Regeneration 80	6.888
47	Planted Loblolly 84	7.55
48	Pine Regeneration 88	4.627
49	Pine Regeneration 80	4.404
50	Marsh	81.281
51	Marsh	30.787
52	Marsh	21.848
53	Marsh	18.871
54	Marsh	191.786
55	Pond	9.197
	Total ArcView Acres	1309.7

Binden Plantation

Cumulative Report

<u>Cover Type</u>	<u>Acres</u>
Cemetery	3.345
Cultivated Field	50.415
Gum Pond	0.88
Hardwood Flat	44.837
Hardwood Regeneration 80	6.868
Hedgerow	5.512
House Site	10.53
Island	2.488
Live Oak	23.847
Marsh	344.352
Pasture	18.88
Pine Hardwood Flat	63.801
Pine Regeneration 70	9.249
Pine Regeneration 80	4.404
Pine Regeneration 88	23.303
Pine Regeneration 89	0.711
Pine Upland	34.755
Planted Loblolly 83	30.311
Planted Loblolly 85	62.811
Planted Loblolly 88	4.81
Planted Loblolly 89	172.772
Planted Loblolly 94	78.941
Planted Loblolly 97	211.403
Planted Loblolly 99	78.288
Pond	18.388
Wildlife Food Plot	11.787
Total ArcView Acres	1309.7

ATTACHMENT E

Photographic Inventory

Blindon Plantation

Photographic Inventory Index

Jun 20, 2012

Photo #	Description
1 - 3	hummock from north
4	headwater view shed
5	highway frontage west
6	highway frontage east
7 - 8	highway house site fencing
9	highway house site pump box
10 - 11	highway house site back fencing
12 - 13	northern access road via highway house site
14	maritime forest edge
15	pond berm
16	highway 17 entry fence north
17	highway 17 entry fence south
18	oak allée - highway 17
19	northern fields
20 - 21	managed pond
22	northern entry road & power line
23 - 25	northern fields irrigation ditch
26 - 28	northern field gate & mfg ditch
29	northern dock access rd
30 - 33	north dock access rd and northern dock

34	northem dock site shed
35 - 36	hummrock view from south
37 - 39	river viewshed
40 - 42	northem hay field back half
43	eligble site & specimen oak
44	specimen willow oak
45 - 46	willow oak grove
47	specimen willow oak 2
48 - 49	eligble site panorama
50 - 51	bottom of draw
52 - 54	cemetary oak grove
55 - 63	cemetary
64 - 66	cemetary grove
67 - 69	cement culvert and brickwork at homeste.
70	outbuilding 1
71 - 73	main house
74	Main house barn
75	gates
76 - 77	well house and windmill
78	back barn
79	trailer
80	pump house
81 - 84	homestead
85 - 86	gazebo and crab dock
87	Stoney Creek
88	boat ramp

89	Stoney Creek Rd
90	Stoney Creek Rd
91 - 93	pine stand ditch off Stoney Creek Rd
94 - 95	marsh creek off Stoney Creek Road
96	Stoney Creek Rd
97 - 100	cleared stand off Stoney Creek Rd
101	southern gate northern end
102 - 103	Highway 17
104 - 108	Stoney Creek
109 - 110	gate & entry rd to southern end
111	rd fork
112 - 116	Old Charleston Hwy northern edge of southern half
117	Old Cemetery Road southern half
118	intersection w Old Cemetery Rd spur
119	Old Cemetery Rd spur
120	Old Cemetery Rd spur logging spur
121	Old Cemetery Rd - spur rd. CP2
122 - 126	edge of eligible site
127- 130	Old Cemetery Road
131 - 132	metal barn and block shed
133 - 134	clearing at end of OCFR/Beginning of OCFR loop
135 - 136	Old Cemetery Rd loop north-facing
137	loop west facing
138	eligible site in H2
139 - 143	Old Cemetery Rd loop north
144	

145 - 147	Old Cemetery Rd loop T Intersection
148	Stoney creek cemetery
149 - 151	wc3 entry
152 - 154	wc3 road
155 - 158	wc3 ditch system 4way intersection
159 - 160	wc3 roads

Management

A high potential for habitat enhancement via restoration ecology is present. Management of Bindon's various land types and habitats will indicate any habitat enhancement or increased conservation value.

Bindon is currently managed for agriculture and wildlife. Approximately 61 acres are in cultivation, 19 in pasture and 11 in ponds. Marsh makes up around 300+ acres, and the house and other human use areas consume 40 acres. The remaining is in forestry use, including over 100 acres of hardwoods. This is typical of a South Carolina Lowcountry plantation focusing on traditional uses.

The properties surrounding Bindon also typify traditional rural uses. Maintaining traditional use and management of Bindon is compatible with Sheldon township land use patterns.

Non-native species invasion of Bindon is limited. Restoration of the longleaf pine has been identified as needed in the area and Bindon can serve as an excellent location for this work. There is no need for the short term timber revenues associated with loblolly pine and a long leaf pine reintroduction plan could take place.

Ecological and environmental restoration is possible on the site. It has been managed for traditional uses in its story. Long leaf pine reintroduction is the key restorative activity that needs to occur. However, the topography of the property and various micro-habitats that have been converted provide the opportunity for some level of restoration ecology to take place.

Threat of Conversion

In coastal South Carolina, rapid population growth and associated land development has placed inordinate stress on the State's natural and agricultural resources. In 2004 alone, approximately 75,000 acres were urbanized, which ranks South Carolina as the fourth most heavily developed state in the nation on a per capita basis and tenth on a total acreage basis, even though it is only fortieth



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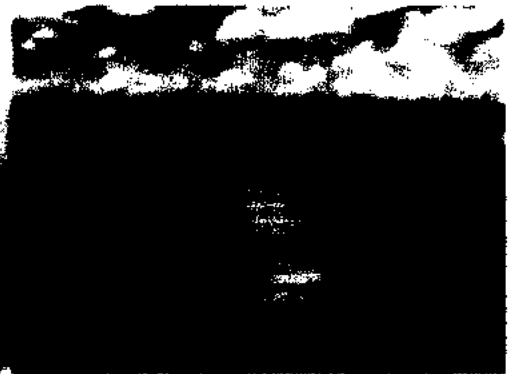
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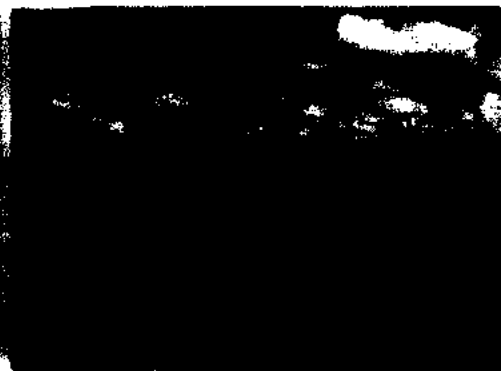
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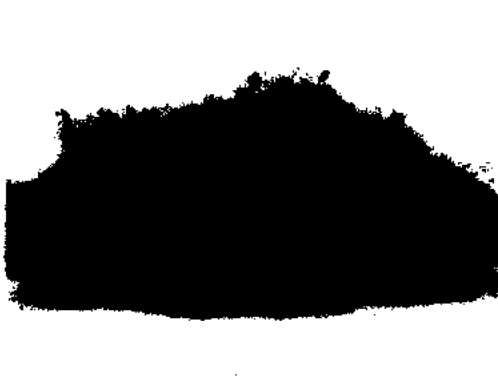
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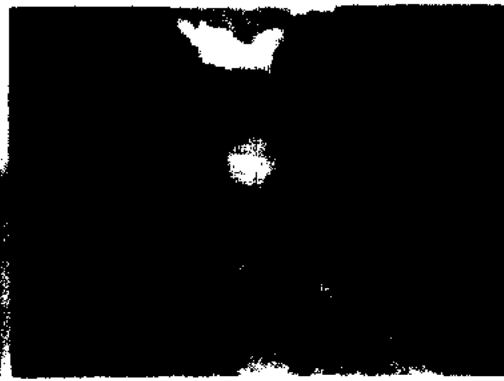
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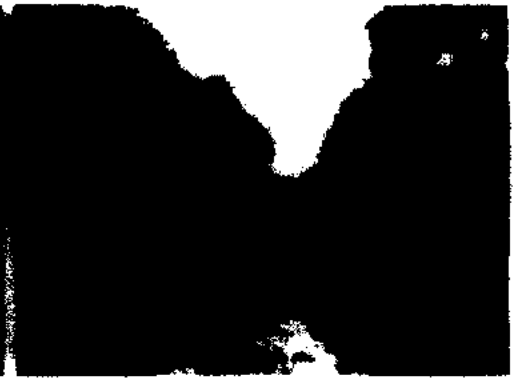
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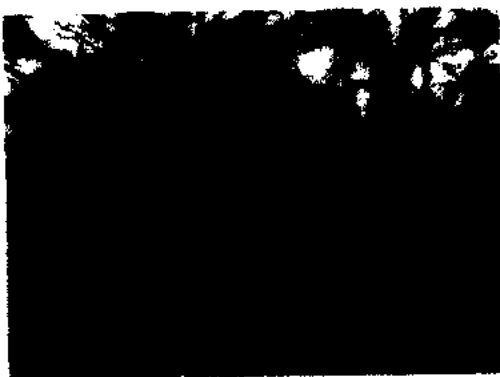
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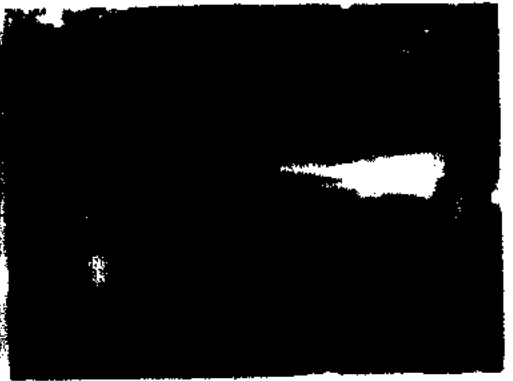
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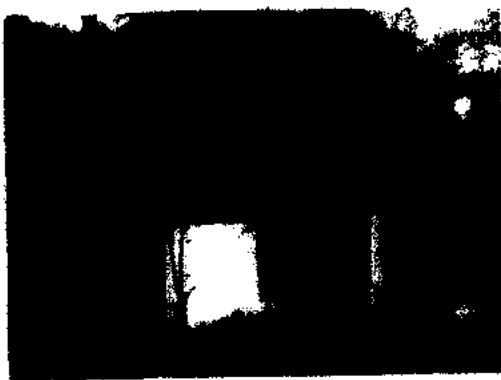
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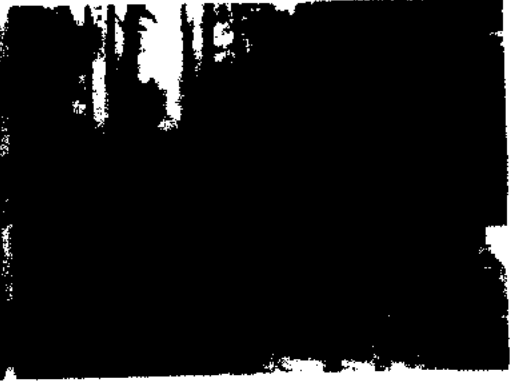
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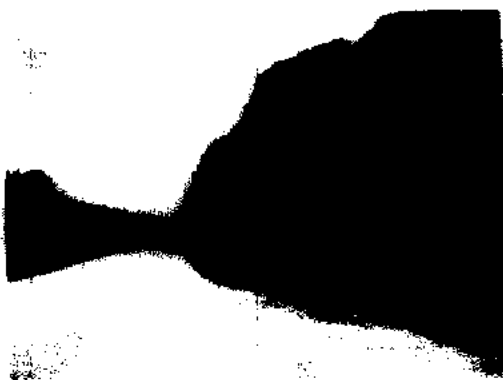
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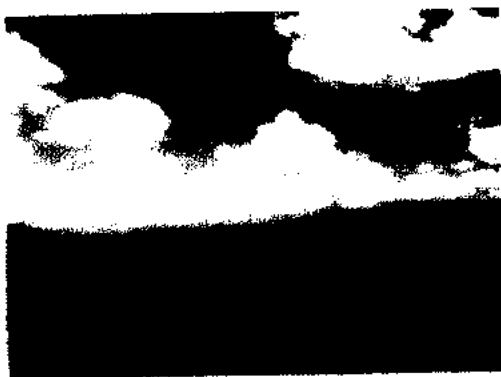
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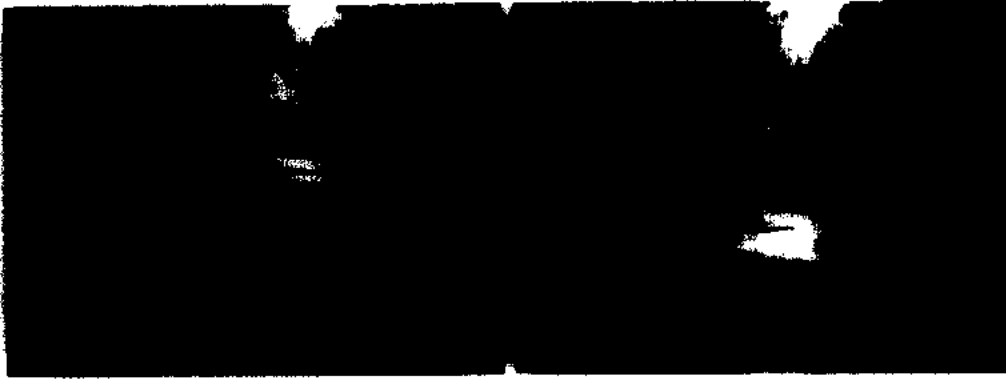
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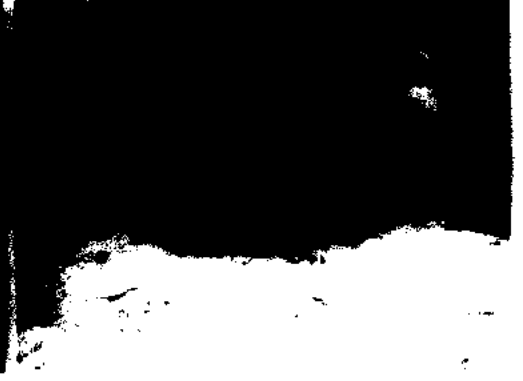


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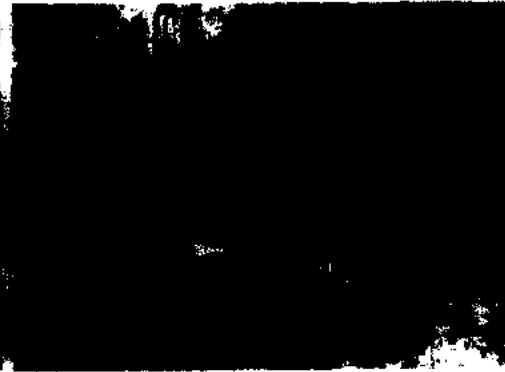
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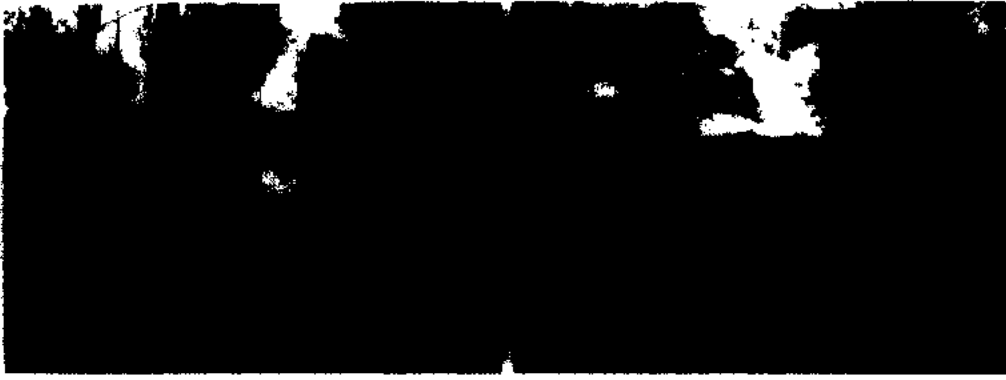
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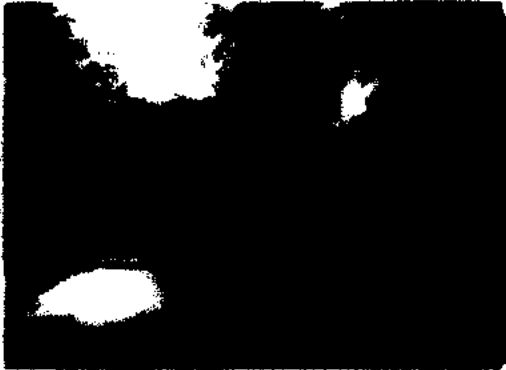
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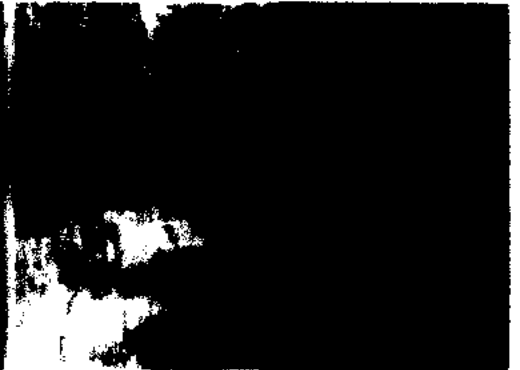
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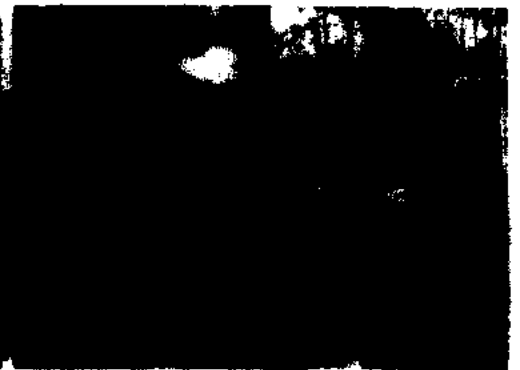
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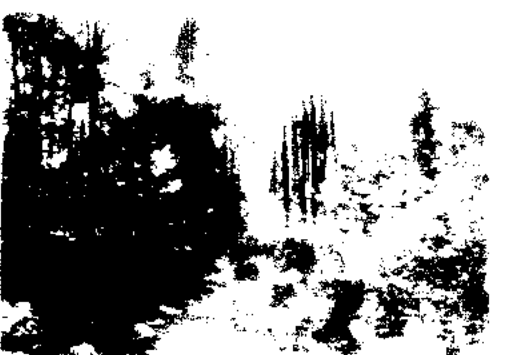
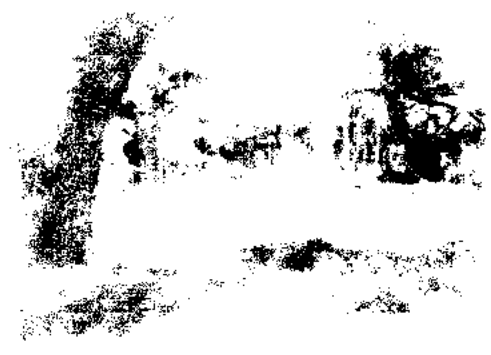
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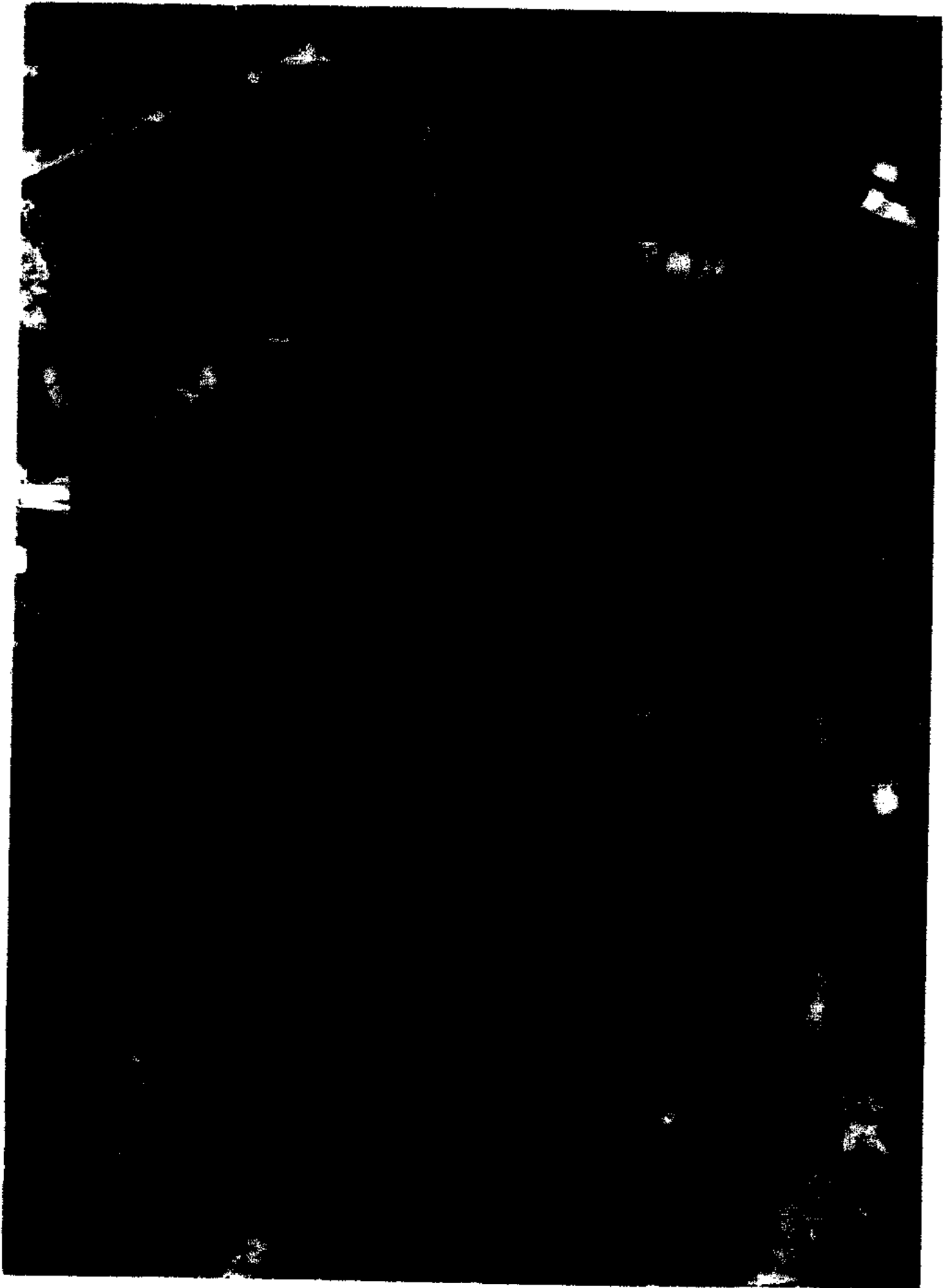


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ATTACHMENT F

Geolocation

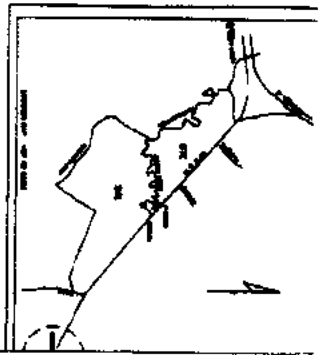
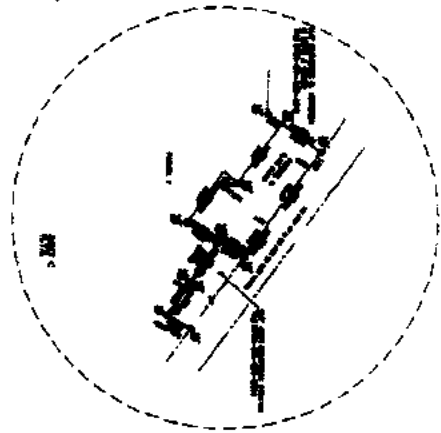
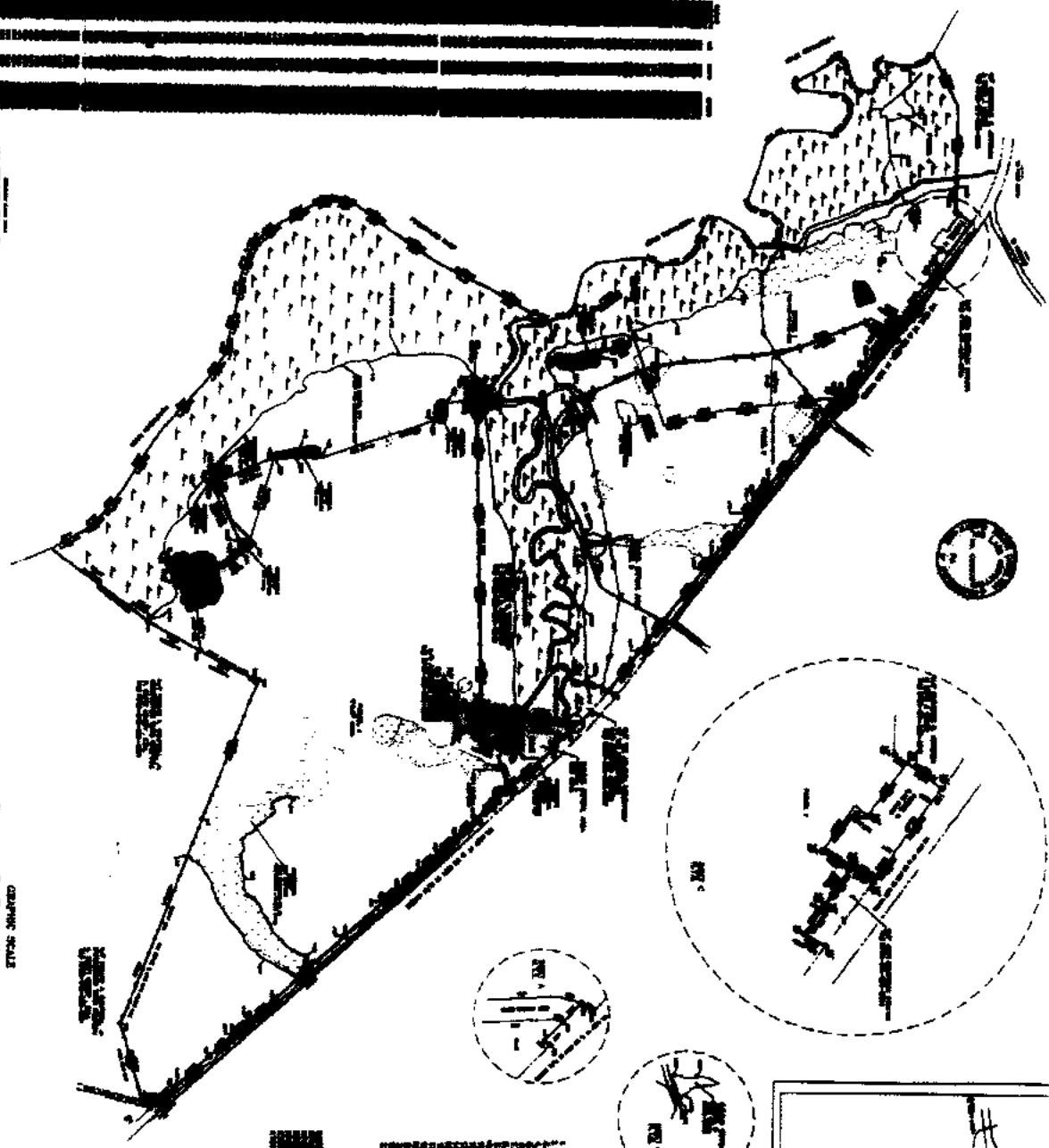




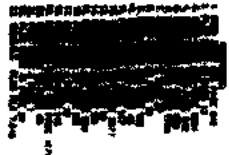
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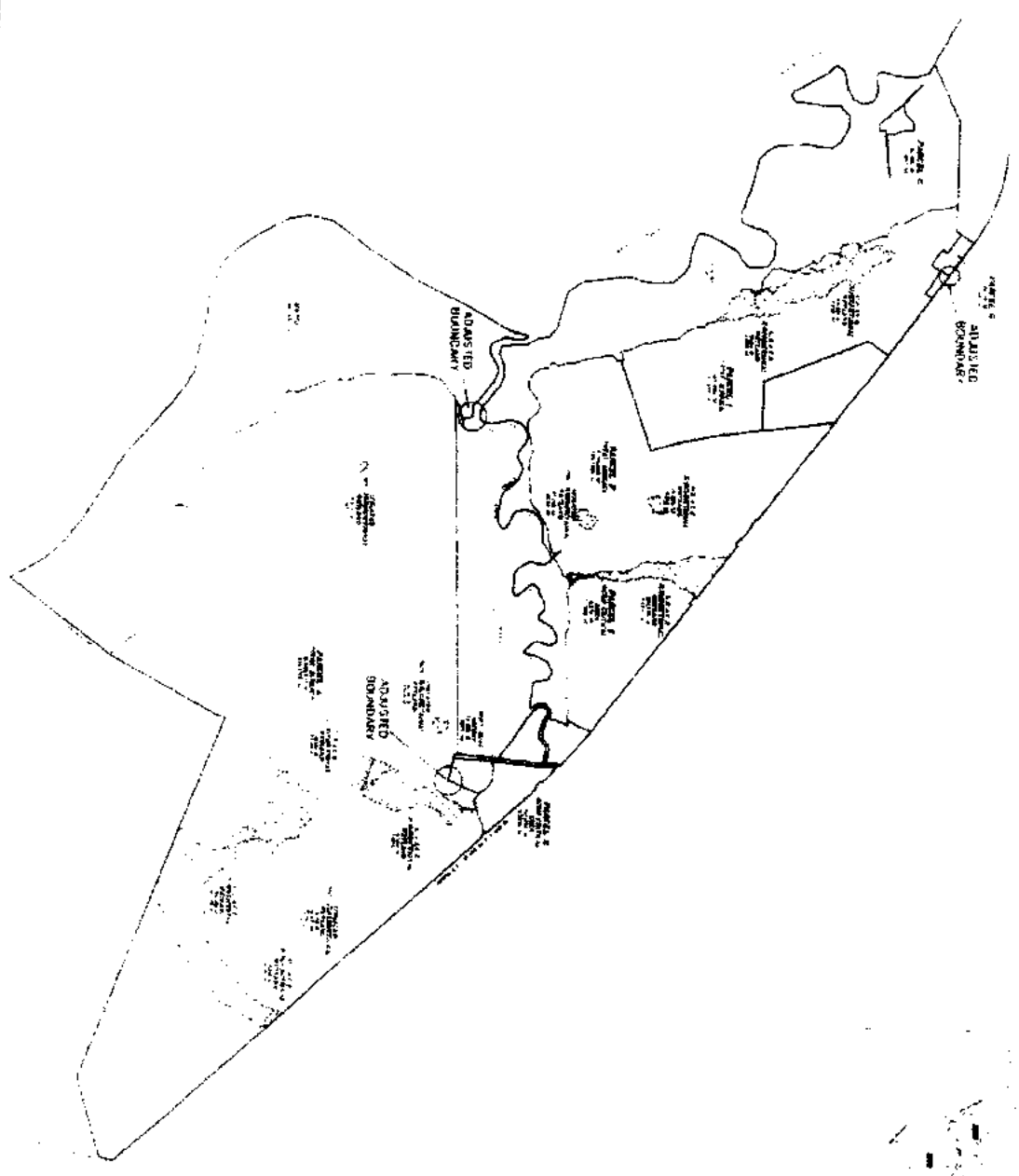


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<p>DATE: 11/11/11 DRAWN BY: [illegible] CHECKED BY: [illegible]</p>	<p>PRELIMINARY WETLAND SURVEY OF THE [illegible] WETLANDS LOCATED NEAR THE TOWN OF [illegible] IN [illegible] COUNTY, [illegible] STATE</p>	<p>ECOLOGICAL MAPPING SERVICES, INC.</p>	<p>[illegible text]</p>
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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEUAFORT)

AFFIDAVIT OF TRUE CONSIDERATION
AND CLAIM FOR EXEMPTION FROM
RECORDING FEES

PERSONALLY APPEARED BEFORE ME, the undersigned who, being first duly sworn, deposes and says that the following is a true and correct statement concerning the consideration for the conveyance set forth below, and concerning any exemption claimed by the Filer under the laws of the State of South Carolina, or as otherwise provided by law.

1. I have read the information on this affidavit and I understand such information.
2. The property interest being transferred is located at: Binden Plantation, 935.40 acres of uplands and 381.65 acres of marshland, County of Beaufort, State of South Carolina. TMS: R710 012 000 0002 0000; R710 011 000 0005 0000; R710 012 000 001A 0000.
3. Check one of the following: The deed is:

(a) ___ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) ___ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) exempt from the deed recording fee because (see information section of affidavit): 12-24-40 (sub-section 2)

(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

(a) ___ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.

(b) _____ The fee is computed on the fair market value of the realty which is _____

(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes ___ or No ___ to the following: A lien or encumbrance existed on The land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes,"

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: _____


(b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)

(c) Subtract Line 6 (b) from Line 6(a) and place result here: _____

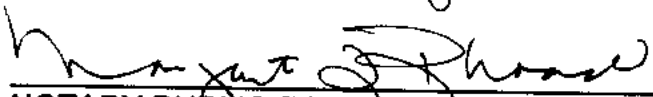
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for Beaufort County

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction
Thomas A. Bendle, Jr.

SWORN TO BEFORE
me this 3rd day of August, 2012


NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 03-27-2022

Colin J Moore
Mayor

Peggy Bing-O'Banner
Mayor Pro Tempore

Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons

Alfred Washington

Town Council Agenda Item

Subject: Consideration of a Resolution Approving a Preliminary Development Plan Application with Conditions, for the Stoney Creek at Bindon Development [Resolution 21-25]

Department: Administration

Attachments:

	Ordinance	√	Resolution		Other
√	Support Documents		Motion		

Summary: See backup material

Recommended Action: Approve Resolution 21-25, Approving a Preliminary Development Plan Application with Conditions, for the Stoney Creek at Bindon Development.

Council Action:

- Approved as Recommended
- Approved with Modifications
- Disapproved
- Tabled to Time Certain
- Other

RESOLUTION 21-25

TO APPROVE WITH CONDITIONS, A PRELIMINARY DEVELOPMENT PLAN APPLICATION FOR THE STONEY CREEK AT BINDON DEVELOPMENT, IN THE SHELDON COMMUNITY OF THE TOWN OF YEMASSEE, BEAUFORT COUNTY, FURTHER IDENTIFIED BY TAX MAP NUMBERS: R710 012 000 001A, R710 012 000 0002 0000 & R710 012 000 0003 0000.

WHEREAS, The Town of Yemassee has received a Preliminary Development Plan Application for property commonly known as Bindon Plantation; and

WHEREAS, the Bindon Tract is comprised of over 1,300 acres located along the Pocotaligo River and Stoney Creek in the Sheldon Community of the Town of Yemassee, Beaufort County, and

WHEREAS, the Town of Yemassee annexed the property in 2006 by the 100% Petition and Ordinance Method and approved a Planned Unit Development between the Town, and the Developer, Bindon Plantation, LLC., and

WHEREAS, the Development Plan was amended in 2011 and shortly thereafter the property was foreclosed on with a deed in lieu of foreclosure issued to Hollingsworth Fund, LLC., and

WHEREAS, the Beaufort County Open Land Trust purchased a conservation easement for the entire tract known as Bindon Plantation to protect the Ace Basin area in Northern Beaufort County and to protect the watersheds and surrounding areas from incompatible growth; and

WHEREAS, the property has remained undeveloped since 2006 and recently received a request for a Pre-Application Meeting to discuss potential development of the tract in accordance with density limitations in the Conservation Easement; and

WHEREAS, over the last several months, Town Staff have met with the applicant, local, county, and regional stakeholders and the applicant has prepared an application for Town Council consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF YEMASSEE AS FOLLOWS:

The Mayor and Town Council of the Town of Yemassee hereby Approve with Conditions, the Preliminary Development Plan for the Stoney Creek at Bindon Development as outlined on the Staff Report attached as "Attachment A".

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION, SIGNED, SEALED AND DELIVERED AS OF THIS 14th DAY OF SEPTEMBER 2021.

Colin J Moore, Mayor

ATTEST: Matthew E. Garnes, Town Clerk

(Seal)



Staff Report

Administration

Meeting Date:	Tuesday, September 14, 2021
Project:	Stoney Creek at Bindon Preliminary Development Plan
Applicant(s):	Chris Ramm for Taylor Development Group, LLC.
Application Number:	DPLN-07-21-1034

Request: The Applicant, Chris Ramm of Taylor Development Group, LLC., on behalf of the owner, Hollingsworth Fund, LLC, is requesting approval of a Preliminary Development Plan.

Introduction: The applicant is proposing to develop a low-density residential neighborhood with approximately twenty (20) single family dwellings, a private hunting club amenity, community docks on the Pocotaligo River and Stoney Creek, a common area boat ramp and associated infrastructure.

The properties are located along Trask Parkway in Beaufort County, are zoned Planned Unit Development "PUD" and consist of approximately 1,319 acres, identified by Beaufort County Tax Map Numbers R710 012 0003 0000, R710 012 000 0002 0000 and R710 012 000 001A 0000. The portion of the properties abutting Trask Pkwy (US17) are located within the Highway Corridor Overlay District "HCOD" while the waterfront portion of the properties abutting the Pocotaligo River and Stoney Creek are within the River Protection Overlay District "RPOD"

Background: The application is for a Preliminary Development Plan located within the former Bindon PUD. The original PUD Development Agreement between the Town and Bindon Plantation, LLC. was executed in 2006 after execution of a 100% Petition. The first amendment to the Development Agreement was approved on April 25, 2011 and shortly thereafter the property was sold to Hollingsworth Fund. The Development Agreement was cancelled, and the Beaufort County Open Land Trust secured a



Staff Report

Administration



Conservation Easement on the property to ensure that the property would not be developed to the original density while protecting the natural resources of the Ace Basin in Northern Beaufort County and the watersheds of the Stoney Creek, Pocotaligo and Whale Branch Rivers.

Since adoption of the Conservation Easement the property has remained undisturbed apart from a single dock being permitted by OCRM and built on the Pocotaligo River.

Review Criteria & Analysis: The Town of Yemassee Development Standards Ordinance “DSO”, provides a framework to review proposed projects to identify any impact the proposed development would have on the Town, the County, and the region. Section 1.2.2.A defines “development” *as a material change in the type of use of a structure or land which would tangibly affect the area’s natural environment, transportation patterns, public health, or economic values;*”. Town Staff in conjunction with county and regional stakeholders have reviewed met with the applicant, reviewed their proposal, and provided guidance as to the proper application for the project. Staff comments are attached:

1. Section 4.1 & 4.2. Conformance with the provisions within Article IV, Site Design and Development Standards.

Findings. When the original PUD was cancelled the design elements, densities and permitted uses were revoked. Despite the property never being rezoned from Planned Unit Development after the cancellation, the conservation easement managed by the Beaufort County Open Land Trust provides clear guidance on what permitted densities and uses are allowed on the properties. No uses that are not specifically identified within the Conservation Easement will be permitted. The Town will work closely with the Open Land Trust throughout the development as well as post development to ensure the property is being used in accordance with the Conservation Easement.



Staff Report

Administration



2. Section 4.3 Conformance with the provisions within Article IV, Addressing and Lot Numbering.

Findings. Proposed street names will be submitted to the Town and reviewed with both the Beaufort County Sheriff's Office E-911 Addressing Office and the Hampton County Building Department to ensure the proposed street names are not already existing in either Beaufort or Hampton County. Once road names are assigned, the appropriate addressing authority will assign numeric addresses for structures as appropriate.

3. Section 4.4 Conformance with the provisions within Article IV, Public Access.

Findings. The proposed development will have easements for private roads within the development and access gates. The roadways within the community will be privately owned with maintenance responsibilities by the Homeowners Association.

4. Section 4.5, Standards governing Streets, Sidewalks, Pathways and Bikeways.

Findings. The DSO allows for ample flexibility in the layout of streets within new developments with emphasis placed on safety at entrances, curves, and intersections. As presented, the conceptual plan identifies two access gates into the "North" side of the development with entrances proposed at existing median cuts near Montgomery Lane and Trask Pkwy while the second entrance located near the intersection of Cotton Hall Road and Trask Pkwy. Across the Stoney Creek, another entrance is planned, located approximately 1,000ft east of Stoney Creek Cemetery Road. Typically, new development within the Town would be required to have asphalt or concrete paved roads planned. Based on the



Staff Report

Administration

regulations in effect by the conservation easement, the low-density upon buildout and overall low impact of development there will be no paved roadways within the neighborhood. The developer will be required to construct roads with material that will minimize any pooling, standing water and able to hold weight of emergency vehicles that may need to access the property. Section 4.5.6 requires residential cul-de-sacs have a minimum right-of-way radius of sixty-five (65) feet and a minimum outside edge of pavement (or other allowed material) radius of fifty-five feet.

The conceptual plan shows multiple hiking trails through woods and along the shoreline. Guidelines for multi-modal transportation systems such as multi-use paths and bike trails are subject to design standards within Section 4.5.15. Any material used for a base would need to conform with an approved material per the conservation easement.

5. Section 4.8, Traffic Impact Analysis.

The intent of the article is to "enable the Town to conduct an appropriate review and evaluation of the traffic impact of the proposed developments, so that new development does not impair the Town's ability and obligation to provide adequate road facilities to all its citizens, and to prescribe necessary project specific mitigation measures as outlined in a professionally prepared traffic impact analysis".

Findings. A Traffic Impact Analysis (TIA) was conducted upon execution of the original PUD planning on a exponentially larger density. Based on the low-density of development, total number of homes and the amount of proposed access points along a four-lane divided highway, Staff do not believe a TIA is warranted.



Staff Report

Administration

6. Section 4.9, Lot Design.

The DSO requires the developer to demonstrate through design and use of private property covenants and restrictions, adequate attention to:

- Lot size, width, and depth
- Relationship of residential lots to adjoining non-residential development, existing or proposed.
- Building setback lines, front, side, and rear.
- Separation of residential lots from major thoroughfares, railroads, and other possible incompatible land uses.
- Separation and proper screening of non-residential development from adjacent existing residential development. Suitable natural or commercial grade materials of sufficient height shall be used in the construction of the required buffers.
- For any subdivision of ten (10) or more lots, on ten (10) or more acres, or any institutional, industrial, or commercial development of ten (10) or more acres, designers who generate plats with computer-aided drafting procedures are requested to provide Beaufort and/or Hampton County with an electronic file copy to assist in maintenance of the County's Geographical Information Mapping System (GIS) used for Emergency 911, planning, engineering, and other activities.

Findings. The Conservation Easement establishes the minimum lot sizes which is referred to as a "building envelope" at not less than two-and-one-half acres. The easement also specifically limits the amount of building envelopes within the plantation at twenty (20). Each building envelope is limited to one main single-family house and one ancillary structure (such as a detached garage, carriage house or in-law suite so long as it is in conformance with the Land Conservation Plan included in the Easement). No residential structure, related outbuilding or agricultural structure shall exceed forty (40) feet in height. Secondary/Ancillary structures shall not exceed one-thousand five



Staff Report

Administration

hundred (1,500ft). Additionally, the conservation easement restricts any commercial use which prohibits a property owner from leasing, conveying, or renting the property or any portion thereof to a non-property owner.

Upon Final Development Plan approval, the applicant will submit to the Town a subdivision plat identifying the newly created parcels, roads and rights-of-way, road names and any other permanent features. The survey shall be completed by a registered land surveyor of the State of South Carolina that is stamped with a raised seal. Upon Staff approving the subdivision plat, the plat documents will be sent by the applicant to Beaufort County for final recording of the subdivision. Beaufort County will assign tax map numbers to all newly created parcels and provide it to the applicant and the Town.

7. Section 4.10, Infrastructure and Services.

A. As outlined in 4.10.1 of the DSO, all development shall be provided with minimum services in conformance with the provisions of this Section. The property owner or Developer, his agents or his assignees shall assume responsibility for the provision of basic services within the proposed development. Specifically, no development shall be undertaken if provision has not been made for the following basic services and pre-requisites met:

- Power supply, normally electric
- Potable water supply of sufficient quantity to satisfy domestic needs
- Water supply of acceptable quality and sufficient quantity to satisfy commercial and industrial demand
- Means for treatment and disposal of domestic sewage and other liquid waste
- Means for collection and disposal of solid wastes except for single-family residential subdivisions; *(Not Applicable for this project)*



Staff Report

Administration

- Vehicle access to existing streets or highways
- No development shall be undertaken unless adequate easements are provided to accommodate all required or planned utilities and drainage. The Developer shall also demonstrate that adequate provisions have been made for access to and maintenance of all easements.
- Where there are existing public or private community water and/or sewer systems within one thousand (1,000) feet of a proposed development, the Developer must show evidence that he has explored the possibility of tying into existing systems.
- All electrical, telephone, and gas utility lines in a development shall be installed according to plans and specifications approved by the respective utility companies providing such service. In addition, all such utility lines shall be installed underground unless it is determined that a variance to allow for overhead facilities is warranted due to exigencies of construction, undue and unreasonable hardship, or other conditions unique to the development.

Findings. The project location will be served by the following entities.

- **Electric Service** – Electric service in the Sheldon community of the Town of Yemassee is provided by Dominion Energy, the town's franchised provider. The applicant will be required to furnish an approval letter from the Engineering Department of Dominion Energy to confirm the provider has adequate capacity to serve the development at full buildout.
- **Natural Gas Service** – The applicant did not disclose whether they plan to pursue offering natural gas service to the homesites within Stoney Creek. Natural gas service is provided by Dominion Energy in the Sheldon community of the Town of



Staff Report

Administration

Yemassee. The applicant will be required to disclose their intention with respect to natural gas at time of submission of a Final Development Plan.

- **Staff Remarks** - *Should natural gas service not be readily available adjacent to the project rights-of-ways and the applicant opts to extend it, Dominion Energy would be required to submit a Public Project Application and a Public Hearing would be held.*
- **Potable Water & Wastewater** – The applicant stated in the application that water is currently not available by either the Beaufort-Jasper Water & Sewer Authority (BJWSA) nor the Lowcountry Regional Water System (LRWS) and accordingly plans seeking approval for providing individual residential drinking water wells on each lot as well as any community amenity areas developed.
 - i. **Staff Remarks** – *The applicant failed to provide supporting documentation from either of the aforementioned water and wastewater entities that serve the Town of Yemassee confirming that service was not readily available. The franchised Water and Wastewater provider for the Town of Yemassee is the Lowcountry Regional Water System (LRWS)- the entity that provides potable water and wastewater services for Hampton County except for the Town of Estill. Additionally, their charter establishes LRWS as the provider for water and wastewater within the Beaufort County portion of the Town of Yemassee. Staff has spoken to the Engineering Staff of LRWS who confirmed they had not received a request for service availability for the project. Should LRWS*



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respond and advise they are unable to serve the project, the applicant would be within reason to contact the Engineering Department of the Beaufort-Jasper Water & Sewer Authority (BJWSA). Despite BJWSA not having any infrastructure currently existing in the Town of Yemassee, they do maintain existing water and wastewater infrastructure just outside of the Town in the Point South / Exit 33 community including elevated water storage tanks and a wastewater treatment plan. Abutting the project area to the South, across the Pocotaligo River is the Rivers Reach PUD in Jasper County. Despite no residences currently in the neighborhood, it is public knowledge that BJWSA has infrastructure throughout Phase 1 & 2 of the development which border the Pocotaligo River and subsequently the Pocotaligo River. Section 4.10.1, D, of the DSO requires "Where there are existing public or private community water and/or sewer systems within one thousand (1,000) feet of a proposed development, the Developer must show evidence that he has explored the possibility of tying into existing systems. Taking this into account, the Settings at Mackey Point has parcels served by BJWSA that are within 1,000ft as-the-crow-flies from the Bindon PUD.

- Measuring From 366 Somerset Dr in the Settings at Mackey Point/Rivers Reach PUD, Jasper County TMS: 091-01-00-025, a straight line across to the Bindon PUD (R710 012 000 0003 0000) in the Town of Yemassee,



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Beaufort County, measures approximately 934ft
(measuring across the Pocotaligo River)

- o Measuring From a Rivers Reach Passive/Common area between 584 and 604 Somerset Drive, Jasper County TMS: 091-01-00-138, a straight line across to the Bindon PUD (R710 012 000 0003 0000) in the Town of Yemassee, Beaufort County, measures approximately 852ft (measuring across the Pocotaligo River)

Staff requests the applicant research both LRWS and BJWSA service availability by reaching out to their respective Engineering Department to ascertain feasibility of service. It's understood that the maximum density within Stoney Creek at Bindon is of minimal impact however, the ecological sensitivity of the surrounding area should not be ignored. All proposed building envelopes are waterfront lots abutting either the Pocotaligo River or the Stoney Creek. From time to time, wells run dry or experience a failure which would require a replacement well be drilled. This causes unnecessary land disturbance. Septic Tanks generally are safe- however in the event of a septic tank failure that results in a leak there would be substantial pollution of the soil, groundwater and the wildlife that call the marshes of the Pocotaligo River and Stoney Creek home. A public water/wastewater supply could be installed once, concurrently with other utilities needing to be buried which will minimize land disturbance and would last for decades. Drilling twenty wells and burying twenty septic tanks is more disruptive to the environment. With lack of public water and the fire hydrants that accompany a public water system, a concern regarding fire protection exists. While Dry Hydrants are a possibility, the Town nor the Fire District would permit any "Dry Hydrant" being placed by and drafting from the Pocotaligo River. Loose items such as marine life and organic matter could be picked up by the Dry Hydrant while the fire department is drafting water and could cause an issue with the pump panel on the engine as well as concerns over the water level in the river fluctuates as tides come and go. If an issue occurs with the pump panel this



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*could create an issue with extinguishing a fire quickly. A Dry Hydrant should be connected to a fixed water source such as a Stormwater runoff pond or lagoon that typically maintains its water level. Additionally, the applicant would need to demonstrate to the Town and to the Sheldon Township Fire District that the water sources connected to dry hydrants would provide significant volume and fire flow based on NFPA standards. Any stormwater runoff pond would need to be coordinated with respect to maximum area with the Beaufort County Open Land Trust per the easement. **In the event of a lack of a water/wastewater system, Staff requests the Town Council stipulate at time of Final Development Plan that the developer be required to install monitored fire alarm systems in all residential occupancies, community amenities and any HOA common property building. In either circumstance, the applicant will be required to provide letters from both service providers advising that they are unable to provide service.***

- **Telecommunication Services** – The Stoney Creek at Bindon can be served by any licensed and franchised telecommunications provider that serves the project area. The applicant seeks to have infrastructure for voice, data and video with service being extended as the construction progresses. Master Plan Approval does not amend any rights provided to a landowner or telecommunications provider as granted by the Public Service Commission (PSC).
- **Staff Remarks** – Multiple providers service the Town of Yemassee for residential and commercial communication needs. Within the Sheldon community of the Town, Palmetto Rural Telephone Co (PRTC) and Hargray have telecommunications infrastructure in the area. Should an extension of telecommunications infrastructure be required, the respective company would be required to submit a Public Project Application.



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- **Fire Protection** – The Stoney Creek at Bindon Plantation would be served by the Sheldon Township Fire District.
 - **Staff Remarks** – Prior to Final Development Plan approval, the applicant will need to ensure all access gates are equipped with Click-2-Enter for emergency personnel use. Also prior to Final Development Plan Approval, the applicant should provide the Fire Chief or his designee with the square footage range for all residential units planned as well as the Community Amenity building including any HOA outbuildings to calculate fire flow.
- **Emergency Medical Services** – The project would be served by Beaufort County Emergency Medical Services for any calls for service.
- **Law Enforcement** – The Yemassee Police Department would be the primary law enforcement response agency for the project and would be supplemented by Mutual-Aid, if necessary, by the Beaufort County Sheriff's Office. Chief Alexander has advised that the proposed project will not have a negative impact on law enforcement upon full buildout. 911 Calls will be routed to the appropriate Public Safety Answering Point (PSAP), with Beaufort County 911 dispatching any Police or Fire Calls within the property while Hampton County will dispatch any law enforcement calls for service.
- **Public Works** – The project will be a gated community with maintenance responsibilities of roads and right of ways under the Homeowners Association.
- **Solid Waste & Recycling** – The Town will provide standard 96-gallon roll cart containers to any residence requesting it to be serviced weekly as dictated by the current Town Solid Waste Contract. Residents that opt for solid waste pickup will be billed



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by the Town or its agent monthly. Any HOA Amenities or common properties requiring solid waste pickup shall use the contracted provider of the Town of Yemassee and billed by the Town or its agent monthly.

- **Building & Zoning** – All improvements within the project area will be permitted and inspected by the Town of Yemassee. All necessary permits shall be obtained by the developer from the Town.

Staff Remarks - Each residential building permit must remit payment as dictated by the current Fee Schedule of the Town of Yemassee and the applicant shall concurrently remit the necessary Impact Fees to the Town which will then be transferred to the county. Each single-family dwelling within the Town of Yemassee shall remit Impact Fees in the amount of \$1,509 (Fire Impact Fee - \$181, Libraries Impact Fee - \$553 and Road Impact Fee - \$775). Any non-residential structure will remit to the Town Impact Fees for Fire and Roads. The amounts of the Fire impact fees for non-residential improvements fluctuate based on the type of construction, fire hazard and square footage. Road impact fees for non-residential improvements are calculated using the type of occupancy, square footage, and a pre-determined formula of an average daily trip calculation. Building Permit and Impact Fee payments shall be made to the Town concurrently. No building permit will be issued without payment of the necessary Impact Fees.

8. Section 4.12, Stormwater Management.

With respect to Stormwater Management, the DSO states that "All development will contain adequately designed stormwater management systems in accordance with



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the Beaufort and/or Hampton County Stormwater Management Best Management Practices in use at the time of development and implement necessary maintenance programs for the system, as necessary. Stormwater Management Plans will be reviewed by the Town's designated engineer prior to development approval."

Findings – Stormwater systems should follow BMP and the Stormwater management plan will be jointly reviewed by the Town of Yemassee and officials of Beaufort County. The building envelopes along the Pocatigo River and Stoney Creek are within the RPOD and must adhere to the standards outlined in the Town of Yemassee Zoning Ordinance, Section 5.25.1, A-C, 5.25.2, 5.25.5, 5.25.6, 5.25.7.A-d, 5.25.8A-D 1A-C, 2, E, F, 5.25.9A-G, 5.25.10A-H, 5.25.11 A-D and 5.25.15.

9. Section 4.14, Native Vegetation and Tree Protection Ordinance.

The Yemassee Tree Protection Ordinance was enacted to provide policies and procedures for the preservation, maintenance, replacement and removal of natural vegetation and trees on property within the Town of Yemassee. To preserve and enhance the natural history and character of Yemassee, emphasis shall be placed on preserving natural plant communities which play a critical role in the following:

- Purifying air and water.
- Providing wildlife habitat.
- Managing the natural drainage of stormwater.
- Controlling sediment erosion
- Protecting and enhancing property values.
- Promoting commerce and tourism.
- Conserving energy by providing ambient cooling; and
- Mitigating the effects of externalities such as noise and glare.

It is important to note that Section 4.14.2, outlines the applicability of the Tree Protection Ordinance and to which zoning districts it applies. The two



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zoning designations to which the ordinance does NOT apply to, is Single Family ¼ Acre, (R4A), Single Family ½ Acre (R2A), Single Family 1 Acre (R1A) and General Residential (GR) unless, the parcel is within the boundaries of the Highway Corridor Overlay District or the Olde Towne Overlay District.

Findings - The subject properties are zoned Planned Unit Development (PUD) and are required to adhere to the standards set forth in Section 4.14 at a minimum. The Conservation Easement acts as an additional layer of protection with respect to tree protection and specifically earmarks Habitat Conservation Areas throughout the plantation. The easement has provisions for the following Habitat Conservation areas:

- Marshland Conservation Area – Within these designated areas of the Habitat Conservation Plan, no activity shall occur, including but not limited to roads, structures, impervious surfaces, agrichemicals and Forest Management Practices, excepting Dock construction as provided for in Section 5(B)(VI) of the Conservation Easement.
- Maritime Conservation Area – Within these designated areas on the Habitat Conservation Plan, the following uses are strictly prohibited; roads; residential and non-residential structures; any and all impervious surfaces; agrichemicals, Forest Management Practices excepting forest management to provide for the linear view corridor as described in the Land Conservation Plan; Agricultural Activities; and any other activity that would compromise the Conservation Values.
- Maritime Conservation Setback – Within these designated areas on the Habitat Conservation Plan, the following uses are prohibited: roads; impervious surfaces; agrichemicals; residential and non-residential structures; and any activity that would compromise the Conservation Values. The Owner may undertake Forest Management Practices insofar as management maintains native flora to the greatest extent practicable and/or creates a re-establishment plan for native flora, and ultimately does not impair the conservation values.



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- Habitat Conservation Area – Within these designated areas on the Habitat Conservation Plan, roads, impervious surfaces, residential and non-residential structures are permitted to the extent that any use or activity does not impair the Conservation Values.

Forestry Uses are limited to those Forest Management Practices as defined in the Forest Management Plan that adheres to best management practices as promulgated by the South Carolina Forestry Commission. Clear cuts shall be limited to five (5) areas of no more than ten (10) acres each, per year. Exceptions exist for any tree that is damaged by natural causes and cutting is necessary to prevent damage or injury. The Conservation Easement requires the owner receive approval before removing a Significant Tree.

Findings - Between the specific requirements found within the conservation easement, the existing Town of Yemassee Tree Protection Ordinance and additional overlay requirements- Staff from the Town and the Beaufort County Open Land Trust remain will ensure the developer is following all guidelines.

A Tree survey is required per 4.14.4.1 of the DSO and a copy of the tree survey is attached. The properties have an assortment of Pines, Loblolly and Live Oaks.

Section 4.14.10 outlines the circumstances that warrant a Tree Removal permit:

- Where applicable, a Town tree removal permit shall be issued to remove any tree six (6") inches DBH and greater, and/or any of the following four (4") inches DBH and greater: Red Bay, Loblolly Bay, Longleaf Pine, Pond Pine, Pond Cypress, Bald Cypress, Basswood, Red Mulberry, Beech, Ironwood, Hop



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Hornbeam, Tulip Poplar, Swamp Cottonwood, Swamp Chestnut, American Elm, Spruce Pine, Swamp Tupelo, Ogeechee Lime, Hawthorn and Devilwood.

- Tree removal permit applications shall be submitted to the Administration Department, no less than two business days prior to the work to be performed.
- Permits expire thirty (30) days after the date of issuance and shall be null and void if its terms are violated.
- If replacement trees are required according to the conditions in this Ordinance, the property owner shall have ninety (90) calendar days or until the next suitable planting season, September thru May, to install the appropriate specimen;
- For dead, diseased, infested, or hazardous trees, written justification signed by a certified arborist may be required. The additional justification shall be required upon determination by the Administration Department.

Staff Remarks – The Town will coordinate with the Open Land Trust on a recurring basis and will notify them when an application for any tree removal is requested. Jointly, the Town and Open Land Trust will verify the proposed removal is permitted by both the easement and the Town of Yemassee Ordinance.

10. **Subdivision & Phasing Plans.**

A requirement for Final Development Plan Approval is a concise phasing plan for the proposed development. A phasing plan separates the total project into smaller sections and upon one being completed, another one can begin.

Findings – The Preliminary Development Plan was too vague in identifying how the project would be phased and specifically states “The Stoney Creek



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Master Plan will be implemented in phases based on Market Conditions. If the project is phased, each phase will include the required infrastructure as outlined below." Prior to Final Development Plan Approval, the applicant will need to decide if the project will be completed in one phase, or multiple, and provide the Phasing Plan (if applicable) to the Town.

11. Section 5.5 - Development Sureties

A Development Surety is required for any development involving the division of land or buildings into single or multiple ownership lots or units, where the actual sale of lots or units may commence prior to the fulfillment of all requirements of this section and all conditions of approval. The DSO permits the following forms of Development Sureties that may be accepted by the Town. Those are:

1. Cash;
2. A bank certified check made payable to the "Town of Yemassee"
3. An irrevocable letter of credit naming the Town of Yemassee as beneficiary.
4. A performance bond by a surety firm, approved by the Town Attorney, naming the Town of Yemassee as a beneficiary.
 - A letter of credit or performance bond shall be approved by the Town Attorney for content, format, and conditions. The approved original shall be held in the Town safe.

Section 5.5.1 reviews the procedures of acceptance of the surety. Prior to the Town's acceptance of any such development surety, the applicant shall submit to the Town Clerk:

- A copy of a contract signed by the Developer and Licensed Contractor or an itemized and certified cost estimate prepared by a Licensed Contractor, Registered Engineer, Registered Architect, Registered



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Landscape Architect, or any combination thereof, which will cover the costs for completion of all required improvements.

- A. The amount of any such development surety shall be the aggregate amount of the contract or cost estimate approved by the Town that equals at least one hundred twenty-five (125) percent of the improvement costs, plus a fifteen (15) percent contingency fee and an additional ten (10) percent administrative fee. This aggregate amount shall be considered to be the face amount/value of the development surety for determining the appropriate amount of the non-refundable filing fee.
- B. The contingency fee is required to ensure completion of work which may have been underestimated or unanticipated. The administrative fee is required to cover any potential cost incurred by the Town in administering completion of any unfinished portion of the work and may include, but shall not be limited to, staff time and expenses, and/or possible professional consultant fees.

Staff Remarks – The applicant submitted a Development Surety concurrently with the Preliminary Development Plan Application. Upon receiving Final Development Plan Approval, the applicant will be required to post a surety as specified in Section 5.5

12. Does the Proposed Development commit to Open Space Standards as outlined in the DSO?

Staff Remarks – *The proposed development meets and exceeds open space standards as outlined in the DSO due to the Conservation Easement.*

13. RECCOMENDATION



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The Town Council has the authority to take the following actions with respect to this application:

- a. Approve the Application as submitted.
- b. Approve the Application with Conditions
- c. Table the Application for additional information; or
- d. Deny the Application as submitted.

14. STAFF RECCOMENDATION

Staff recommends Town Council approve the Preliminary Development Plan with the following stipulations:

- i. Prior to submittal of a Final Development Plan, the applicant must provide copies of correspondence for water and wastewater utilities from both Beaufort-Jasper Water & Sewer Authority (BJWSA) and the Lowcountry Regional Water System (LRWS) stating that service is not only unavailable in that area, but also not feasible for reasons other than cost.
- ii. Should neither water/wastewater provider be capable of extending service to the project location, the applicant shall identify ways they will handle wastewater disposal should the ground not perk per DHEC standards, requiring an Engineered Septic System.
- iii. Should water/wastewater not be available, the applicant must install an appropriate number of Dry Hydrants connected to Stormwater Retention Ponds as per the Sheldon Township Fire District. The stormwater ponds should contain a sufficient volume of water for adequate fire flow based on the square footage of the occupancies within the project area. The Conservation Easement limits the size of new ponds to ten (10) acres in aggregate.



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- iv. Should it be determined jointly by the Town and the Open Land Trust that the amount of stormwater runoff ponds needed would negatively impact the overall character of the development, the Town will require the developer to install monitored fire alarm systems in all residential and community occupancies. ***Reference Section 4.22 – Fire Safety Standards of the DSO.***
- v. The conservation easement permits a total of five (5) docks, that are subject to the standards and regulations set forth by Beaufort County and OCRM. Per the easement, there shall be no more than 250 linear feet of floating dock permitted to the Pocotaligo River or its tributaries. This includes any and all docks on the property, including the proposed crabbing docks on the Stoney Creek and including the two existing on the property. The 250' linear floating platform aggregate still applies.
- vi. The applicant shall clarify whether a phasing plan will be utilized or not. If so, a breakdown of what improvements will be made in each respective phase along with a timeline will be required.
- vii. Additional information is needed on the proposed road network within the community, including specific information on how ongoing road maintenance will be handled by the Homeowners Association after buildout. Additionally, the Applicant shall work with the Sheldon Township Fire District and Open Land Trust to ascertain an appropriate pervious material that will support the weight of emergency vehicles.
- viii. Additional information is needed with respect to the entrances / access gates to the neighborhood. The access gates fall within the Highway Corridor Overlay District (HCOD) and therefor, are subject to additional requirements as outlined in the Town of Yemassee Zoning Ordinance. The developer will be required to install Click-2-Enter on all gates accessing the development for emergency vehicle access.



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- ix. A maximum of two (2) boat ramps are permitted to provide deep water access to the Pocotaligo River subject to DHEC / OCRM regulations.
- x. Confirmation on the approval date for the OCRM survey is needed.
- xi. With Final Development Plan Approval, include the following information as required by the SC DHEC CGP Guidelines: a. Sediment and Erosion Controls need to be shown throughout the proposed disturbed area. (Section 3.2.6. II)
- xii. The narrative provided does not meet the standards shown in the CGP Standards. Please revise to show that they meet Standard 3.2.1.
- xiii. Runoff Measures and conveyance measures need to be shown on the plans (Section 3.2.6. III)
- xiv. Covenants, Restrictions or Deed Restrictions shall be placed in the deeds of all lots of the development lying within a flood hazard area. (Lots 1-20) The required text may be found in the DSO 4.23.1.C
- xv. The Conservation Easement restricts the total impervious surface to 200,000 square feet total for the entire property. Impervious surfaces include any structure, paved surface/road, and/or constructed object that restricts water penetration into the soil.
- xvi. The developer and subsequent homeowners' association shall ensure that persons visiting the Beaufort-Salem Presbyterian Church Cemetery on Stoney Creek Cemetery Road continue to have unobstructed passage.



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Attachments

"ATTACHMENT A"	Preliminary Development Plan Application Development Plan Narrative Letter of Authorization Boundary and Vicinity Map Existing Tree Cover Preliminary Master Plan Site Photos
"Attachment B"	Conservation Easement held by Beaufort County Open Land Trust
"Attachment C"	Bindon PUD Area Map – Town of Yemassee GIS
"Attachment D"	Comments provided by Beaufort County Public Works regarding Preliminary Development Plan Application
"Attachment E"	Comments provided by Kristin Williams, Executive Director of the Beaufort County Open Land Trust
"Attachment F"	Additional Clarification Comments from Caylor Romines, Director of Stewardship of the Beaufort County Open Land Trust
"Attachment G"	Town of Yemassee Zoning Ordinance
"Attachment H"	Town of Yemassee Development Standards Ordinance
"Attachment I"	Original PUD Development Agreement (2006)
"Attachment J"	1 st Amendment to the Development Agreement (2011)
"Attachment K"	Deed in Lieu of Foreclosure Bindon Plantation, LLC. (2011)



TRANSMITTAL

TO: Matthew Garnes
Town Clerk
101 Town Cir
Yemassee, SC 29945-3363
Office: (843) 589-2565 Ext. 3

CC: Chris Ramm; Ryan Lyle

FROM: Dan Keefer

SUBJECT: Stoney Creek (Bindon Plantation) Preliminary Development plan

DATE: 8-23-21

Matthew,

Please see attached following plans for Preliminary Development Plan submittal (2 copies total):

1. Development Plan application
2. Project Narrative and supporting exhibits
3. Boundary survey and Existing conditions
4. Preliminary Master Plan

Please email or call with questions or if you need additional copies.

Thank you,

A handwritten signature in black ink that reads "Daniel P. Keefer". The signature is written in a cursive style with a prominent initial "D".

Dan Keefer
843-757-7411
dan@wjkltd.com

23 Promenade St., Suite 201
Bluffton, SC 29910
Tel: 843.757.7411



**TOWN OF YEMASSEE
DEVELOPMENT PLAN APPLICATION**

Yemassee Municipal Complex
101 Town Circle
Yemassee, SC 29945-3363
(843) 589-2565 Ext. 3
www.townofyemassee.org

Applicant		Property Owner	
Name: Taylor Development Group, LLC		Name: Hollingsworth Fund, LLC	
Phone: 336-794-1723 / 336-414-0606		Phone: 864-627-8306	
Mailing Address: 4505 Country Club Road, Suite 220, Winston-Salem, NC 27104		Mailing Address: 124 Verdae Blvd. Suite 502, Greenville, SC 29607	
E-mail: Chris.Ramm@TaylorCompanies.us			
Town Business License # (if applicable):		E-mail: khunt@hollingsworthfunds.org	
Project Information			
Project Name: Bindon Plantation		<input type="checkbox"/> Preliminary	<input type="checkbox"/> Final
Project Location: 124 Trask Parkway, Yemassee, SC 154 STONEY CREEK CEMETARY RD Zoning District:		<input type="checkbox"/> New	<input type="checkbox"/> Amendment
		Acreage: 1319+-	
Tax Map Number(s): (1) R710 012 000 0003 0000 (2) R710 012 000 0002 0000 (3) R710 012 000 001A 0000			
Project Description: The creation of 20 large tract residential lots and the remaining property will be upland hunting woods for the use of the residents and members.			
Minimum Requirements for Submittal			
<input type="checkbox"/> 1. Two (2) full sized copies and digital files of the Preliminary or Final Development Plans. <input type="checkbox"/> 2. Project Narrative and digital file describing reason for application and compliance with the criteria in the Development Standards Ordinance <input type="checkbox"/> 3. All information required on the attached Application Checklist. <input type="checkbox"/> 4. An Application Review Fee as determined by the Town of Yemassee Schedule of Rates & Fees			
Note:		A Pre-Application Meeting is required prior to Application submittal.	
Disclaimer:		The Town of Yemassee assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.	
I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property. As applicable, I authorize the subject property to be posted and inspected.			
Property Owner Signature:		Date:	
Applicant Signature:		Date:	
For Office Use			
Application Number:		Date Received:	
Received By:		Date Approved:	



TOWN OF YEMASSEE DEVELOPMENT PLAN APPLICATION PROCESS NARRATIVE

The following Process Narrative is intended to provide Applicants with an understanding of the respective application process, procedures and Development Standards requirements for obtaining application approval in the Town of Yemassee. While intended to explain the process, it is not intended to repeal, eliminate or otherwise limit any requirements, regulations or provisions of the Town of Yemassee Zoning Ordinance or the Town of Yemassee Development Standards Ordinance (DSO). Compliance with these procedures will minimize delays and assure expeditious application review.

Step 1. Pre-Application Meeting	Applicant & Staff
Prior to the filing of a Preliminary Development Plan Application, the Applicant is required to consult with the Town Clerk at a Pre-Application Meeting for comments and advice on the appropriate application process and the required procedures, specifications, and applicable standards required by the DSO.	
Step 2. Application Check-In Meeting - Preliminary Development Plan Submission	Applicant & Staff
Upon receiving input from Staff at the Pre-Application Meeting, the Applicant may submit a Preliminary Development Plan Application and required submittal materials during a mandatory Application Check-In Meeting where the Town Clerk and Building Official will review the submission for completeness.	
Step 3. Review by Town Council	Staff
If the Town Clerk determines that the Preliminary Development Plan Application is complete, it shall be forwarded to the Town Council for a public hearing.	
Step 4. Town Council Preliminary Development Plan Review	Applicant & Staff
A public meeting shall be held with the Applicant to review the Staff Report and discuss the application. The Town Council shall review the Preliminary Development Plan Application for compliance with the criteria and provisions in the DSO. The Applicant will be directed to address comments, if any, and resubmit the application materials. If applicable, upon resubmittal, the application materials will be reviewed for compliance with the Staff Report. The Town Council may approve, approve with conditions, or deny the application based on whether or not the application is in compliance with the DSO. A Preliminary Development Plan Application approval shall authorize the Applicant to prepare a Final Development Plan Application for administrative review and approval.	
Step 5. Application Check-In Meeting - Final Development Plan Submission	Applicant & Staff
The Applicant shall submit the completed Final Development Plan Application and required submittal materials during a mandatory Application Check-In Meeting where the Town Clerk will review the submission for completeness.	
Step 6. Secondary Review by Town Clerk & Building Official	Staff
If the Town Clerk determines that the Final Development Plan application is complete, it shall be jointly reviewed with the building official and County staff. Staff will prepare written comments for review with the Applicant.	
Step 7. Final Development Plan Review	Applicant & Staff
A public meeting shall be held with the Applicant to review the Staff Report and discuss the application. The Town Council shall review the Preliminary Development Plan Application for compliance with the criteria and provisions in the DSO. The Applicant will be directed to address comments, if any, and resubmit the application materials. If applicable, upon resubmittal, the application materials will be reviewed for compliance with the Staff Report. The Town Council may approve, approve with conditions, or deny the application based on whether or not the application is in compliance with the DSO and staff comments.	
Step 8. Issue Final Development Permit	Staff
If the application is in compliance with the DSO, Preliminary Development Plan approval, and, if all comments are addressed, the Town Clerk shall issue the Final Development Permit.	



TOWN OF YEMASSEE DEVELOPMENT PLAN APPLICATION CHECKLIST

In accordance with the Town of Yemassee Development Standards Ordinance, the following information shall be included as part of a Development Plan application submitted for review. Depending on the proposal, the amount and type of documentation will vary. This checklist is intended to assist in the provision of the minimum documentation necessary to demonstrate compliance with the DSO. Upon review of the submitted application by Town Staff, additional information may be required. The use of this checklist by Town Staff or the Applicant shall not constitute a waiver of any requirement contained in the DSO. Applicants are encouraged to work closely with Town Staff in preparing any application prior to submittal.

Prelim Plan	Final Plan	NOTE: Depending on the activities proposed, Development Plan documentation will vary. At minimum, each plan must contain the General Information and Site & Existing Conditions Documentation in addition to information required for the other specific activities listed below, as applicable. Please contact Town Staff for questions and additional information.
General Information.		
x	x	1. Name and address of property owner(s) and applicant.
x	x	2. If the applicant is not the property owner, a letter of agency from the property owner authorizing the applicant to act on behalf of the property owner.
x	x	3. A detailed narrative describing the existing site conditions and uses, proposed development, proposed uses and activities that will be conducted on the site, statement of conformance with the DSO, description of any energy conservation or green technologies proposed on the site, the maintenance responsibility of any common or public areas, and publically dedicated improvements to be completed.
x	x	4. A listing of any past development permit approval numbers associated with the site and existing conditions placed on the development property by the Town of Yemassee through past approvals including a detailed description of how the condition will be met.
x	x	5. An explanation of why any items on this checklist are not included with the application materials.
x	x	6. Project name and/or name of development.
x	x	7. All plans must include the following: name of county; municipality; project location; parcel identification number(s); date of original design; all dates of revisions; north arrow; graphic scale; and legend identifying all symbology.
x	x	8. Vicinity map.
x	x	9. Site data table to include; total acreage, pervious versus impervious cover, required and proposed open space calculations, number and area of proposed lots, residential density, number and area of each proposed structure, area of each use of the property and buildings, and required and proposed parking calculations.
x	x	10. Signature over seal of registered engineer or landscape architect licensed to practice in South Carolina.
x	x	11. Phasing plan if the development is proposed to be developed in phases.
	x	12. Letters of approval, including any applicable permits, from the following agencies (as necessary for the project): <ul style="list-style-type: none"> a) United States Army Corp of Engineers; b) South Carolina Department of Health & Environmental Control; c) South Carolina Department of Transportation; d) County Engineering; e) County EMS; f) Beaufort County or Hampton County School District; g) Sheldon Fire District or Hampton County Fire Rescue; h) Lowcountry Regional Water System i) Town of Yemassee; j) Electric Provider; k) Natural Gas provider; and



TOWN OF YEMASSEE DEVELOPMENT PLAN APPLICATION CHECKLIST

Prelim Plan	Final Plan	NOTE: Depending on the activities proposed, Development Plan documentation will vary. At minimum, each plan must contain the General Information and Site & Existing Conditions Documentation in addition to information required for the other specific activities listed below, as applicable. Please contact Town Staff for questions and additional information.
		l) Cable, telephone, and data provider.
Site and Existing Conditions Documentation.		
x	x	1. Comprehensive color photograph documentation of site and existing conditions. If digital, images should be at a minimum of 300 dpi resolution.
x	x	2. Names of the owners of contiguous parcels and an indication of adjacent existing and proposed (if known) land uses and zoning.
x	x	3. Location of all property lines.
x	x	4. Location of municipal limits or county lines, zoning, overlay or special district boundaries, if they traverse the development property, form a part of the boundary of the development property, or are contiguous to such boundary.
x	x	5. Location of all existing access points and intersections along both sides of any frontage or access roadway(s) within a minimum of 1,000 feet of the site boundaries.
x	x	6. Location, dimensions, name, and descriptions of all existing or recorded roadways, alleys, reservations, railroads, easements, or other public rights-of-way on or within 200 feet of the development property.
x	x	7. Location, size, and type of all existing easements, rights-of-way, or utility infrastructure on or within a minimum of 200 feet of the development property.
x	x	8. Existing topography and land cover of project site and adjacent and nearby sites that are impacted. Contours shall be shown in intervals of 1 foot or less.
x	x	9. Location, dimensions, area, descriptions, and flow line of existing watercourses, drainage structures, ditches, one-hundred (100) year flood elevation, OCRM critical line, wetlands or riparian corridors top of bank locations, and protected lands on the development property.
x	x	10. Location of any existing buildings, structures, parking lots, impervious areas, public and private infrastructure, or other manmade objects located on the development property.
x	x	11. Boundary survey with bearings and distances of all property lines, tract/lot acreage, location of property markers, and seal of a Registered Land Surveyor, as well as a legal description of the property.
	x	12. Location of benchmarks/primary control points or descriptions and ties to such control points to which all dimensions, angles, bearings, block numbers, and similar data shall be referred.
	x	13. Existing deed covenants, conditions, and restrictions, including any requirements from a POA or ARB.
	x	14. Proposed deed covenants, conditions, and restrictions, including any design or architectural standards.
	x	15. Legal documents for proposed public dedications.
Lot and Building Pattern.		
x		1. Schematic layout and design indicating overall site configuration; roadway design, building location(s), building size(s); general setbacks, and building orientation(s).
	x	2. Detailed layout and design indicating site layout, building location(s), building type(s)/ use(s), building orientation(s), conceptual building elevations, and setbacks.
	x	3. If a PUD, subdivision, office complex, or shopping center, a Master Sign Plan providing unity in sign design and describing the location, types, materials, shapes, sizes, and compatibility with the architecture of the development.
Parking.		
x		1. General location and ingress/egress of parking areas on the site.
	x	2. Location, layout, number of spaces, bicycle parking, and ensuring design shows ADA accessibility compliance.
	x	3. Location of proposed ingress/egress, circulation, loading, parking and pedestrian circulation elements, and ensuring design shows ADA accessibility compliance.



TOWN OF YEMASSEE DEVELOPMENT PLAN APPLICATION CHECKLIST

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	x	4. A parking study documenting the reasons for any increase in the maximum amount of parking or a similar study documenting the ability of the site to accommodate a reduction of 20% or more to the maximum parking requirements.
	x	5. A parking study documenting the ability of a site(s) to accommodate a shared parking arrangement. A shared parking easement must also be provided.
	x	6. Detailed engineering information identifying the location of vehicular and bicycle parking facilities and the construction specifications, geometrics, arrangement, character, width, grade, circulation/maneuvering facilities and areas, landscape islands, loading areas, and including detailed dimensions as are necessary and appropriate to demonstrate compliance with all applicable standards and requirements.
Transportation Networks.		
x		1. General layout of transportation networks including access to the site, internal roadways, and access to adjacent properties.
x	x	2. A map or sketch showing the general relationship of the development to the surrounding areas with existing and proposed access roadways referenced to the intersection of the nearest primary or secondary paved roadway.
	x	3. Existing and proposed non-motorized vehicle lanes, paths, sidewalks, and other facilities, including transit facilities, on and within 200 feet of the development property including detailed dimensions as are necessary and appropriate to demonstrate compliance with all applicable standards and requirements.
	x	4. Proposed roadway alignment plan showing right-of-way widths with specific reference to the roadway type and design assembly.
	x	5. Proposed access indicating any access management plans, connectivity, roadway extensions, proposed stub roads, dead-end roadways, and roadway names including detailed dimensions as are necessary and appropriate to demonstrate compliance with all applicable standards and requirements.
	x	6. Emergency access provisions.
	x	7. A Traffic Assessment demonstrating adherence to MUTCD standards and/or other applicable requirements.
	x	8. A Traffic Impact Analysis (TIA), if warranted by the Traffic Assessment.
	x	9. Engineering plan of proposed traffic mitigation measures, including assessment of individual phase, or approved payments in-lieu of such that will be provided to the Town of Yemassee or applicable agency. Plan must ensure adequate transportation network is in place to support development at time of construction.
	x	10. Vehicular and pedestrian signage plan including crosswalk and pavement marking details.
	x	11. Shared access agreements.
	x	12. Detailed engineering information identifying the location, construction specifications, typical sections, geometrics, arrangement, character, width, and grade of existing and proposed roadways and non-motorized vehicle facilities including detailed dimensions and calculations as are necessary and appropriate to demonstrate compliance with all applicable standards and requirements.
Natural Resources, Tree Conservation, Planting, and Landscaping.		
x	x	1. Location of existing tree canopy coverage including table summarizing canopy lot coverage area, lot area not covered by tree canopy, and tree canopy expressed as percentage of lot coverage.
x	x	2. Location and table summarizing trees listed on America's Historic Tree Register as maintained by American Forests.



TOWN OF YEMASSEE DEVELOPMENT PLAN APPLICATION CHECKLIST

Prelim Plan	Final Plan	NOTE: Depending on the activities proposed, Development Plan documentation will vary. At minimum, each plan must contain the General Information and Site & Existing Conditions Documentation in addition to information required for the other specific activities listed below, as applicable. Please contact Town Staff for questions and additional information.
	x	3. Location of groups of trees that connect to other vegetated and/or treed areas on adjacent sites helping to create or extend a wildlife or natural corridor.
	x	4. Location and table summarizing trees that have a significant characteristic such as, but not limited to, allees and hedgerow trees, trees of unique character such as those with unique or unusual growth habitat, endangered species, or species rarely found in the area.
	x	5. Location and table summarizing trees designated as protected to be removed.
	x	6. The location and description of existing and proposed landscaping, screening, buffering, and tree preservation areas, including setbacks from natural resource areas.
	x	7. Graphic illustration of the existing tree canopy and mature tree canopy of the proposed tree plantings including a table summarizing the mature canopy of each tree species planted, canopy lot coverage area, lot area not covered by tree canopy, and tree canopy expressed as percentage of lot coverage (all calculations are excluding rooftop area).
	x	8. Detailed landscaping information containing the scientific and common names, quantity and size of each plant species to be planted, typical installation and maintenance drawings/notes, and location and description of irrigation systems.
	x	9. Tree protection zones (TPZ) and tree protection fencing and signage locations and installation specifications.
	x	10. Habitat management plan.
	x	11. Proposed topographic features, including basic contours at one foot or less intervals.
	x	12. Bank stabilization and erosion control measures.
	x	13. If applicable, a Forest Management Plan.
Open Space.		
x	x	1. Proposed open space areas, habitat areas, types, and access trails both on and off-site.
	x	2. Proposed public lands and methods of dedication and access.
	x	3. Proposed ownership and method of transfer through deed restrictions, covenants, public dedication, or other method acceptable to the Town Council.
	x	4. Proposed use for all portions of dedicated open space.
Stormwater Management.		
x	x	1. Acknowledgement of compliance with the regional Stormwater Design Manual.
x	x	2. Description of proposed methods and general layout of stormwater drainage.
x	x	3. Proposed drainage system layouts.
x	x	4. Proposed methods to remove pollutants.
x	x	5. Soil types and permeability characteristics from National Resource Conservation Service.
	x	6. Stormwater Drainage Plan with drainage easements.
	x	7. Location and area of proposed impervious coverage.
	x	8. Pre- and post-development runoff volumes, velocities, hydrographs, with Watershed Maps and Link Node Diagrams.
	x	9. Methods to record and report installation and maintenance activities.
	x	10. Stormwater quality monitoring program and pre-development pollutant loading calculations.
	x	11. Notarized Operation and Maintenance Agreement signed by responsible party.
Utilities and Services.		
x		1. Statement by the Applicant/ Engineer/ Design Professional confirming that they believe the site can be supplied with adequate utilities.
	x	2. Proposed water system layout, or individual well locations.
	x	3. Proposed sewer system layout, or individual septic tank locations.



TOWN OF YEMASSEE DEVELOPMENT PLAN APPLICATION CHECKLIST

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	x	4. Location of solid waste/trash disposal units/dumpsters.
	x	5. Location of proposed water, sewer, electric, telephone, cable, data, and gas service layouts, and proposed easements and connections.
	x	6. Location of proposed fire lane, hydrant location(s), FDC(s), and apparatus access to the site and building(s).
	x	7. Location of service and meter areas.
	x	8. Location of mail delivery boxes.
	x	9. Capacity and service studies and/or calculations.
	x	10. Detailed engineering information identifying the location, construction specifications, typical sections, service connections, meters, valves, manholes, inverts, transformers, service pedestals/boxes, and any other utility information.
Lighting.		
x		1. Narrative or plan notes describing the proposed exterior lighting scheme for the property.
	x	2. Location, specifications, and details for existing and proposed exterior site and building light fixtures including the total lumen output, type of lamp, method of shielding, pole and mounting height, and verification that there are no conflicts between lighting and landscaping.
	x	3. Photometric grid overlaid on the proposed site plan indicating the overall light intensity throughout the site (in footcandles) including existing and proposed lighting. Photometric calculations must consider all exterior lighting including building lighting.
	x	4. Notes describing lighting limitations, prohibitions, and methods of enforcement.

**SIGN AND RETURN THIS CHECKLIST WITH THE APPLICATION SUBMITTAL
ALL SUBMITTALS MUST BE COLLATED AND FOLDED TO 8-1/2" X 11"**

By signature below I certify that I have reviewed and provided the minimum submittal requirements listed above, including any additional items requested by the Town of Yemassee Staff. Any items not provided have been listed in the project narrative with an explanation as to why the required submittal item has not been provided or is not applicable. Further, I understand that failure to provide a complete, quality application or erroneous information may result in the delay of processing my application(s).

Daniel P. Keefe **8-23-21**

 Signature of Property Owner or Authorized Agent Date
Daniel Keefe , on behalf of Taylor Development Group

Printed Name _____



**TOWN OF YEMASSEE
DEVELOPMENT SURETY APPLICATION**

Town of Yemassee Municipal Complex
101 Town Cir
Yemassee, SC 29945-3363
(843) 589-2565 Ext. 3
www.townofyemassee.org

Applicant		Property Owner	
Name: Tylor Development Group, LLC		Name: Hollingsworth Fund, LLC	
Phone: 336-794-1323 / 336-414-0606		Phone: 864-627-8306	
Mailing Address: 4505 Country Club Rd. Suite 220, Wsinton-Salem, NC 27104		Mailing Address: 124 Verdae Blvd. Suite 502, Greenville, SC	
E-mail: Chris.Ramm@TaylorCompanies.us		E-mail: khunt@hollingsworthfunds.org	
Town Business License # (if applicable):			
Project Information			
Project Name: Bindon Plantation		<input type="checkbox"/> Performance	<input type="checkbox"/> Maintenance/ Landscape
Project Phase: Development Application		<input type="checkbox"/> Reduction	<input type="checkbox"/> Extinguish
Zoning District:		Surety Reference:	
Tax Map Number(s): Parcel 1 - R710 012 000 001A 0000 - Parcel 2 - R710 012 000 0002 0000 / Parcel 3 - R710 012 000 0003 0000			
Project Description: The creation of 20 large tract residential lots and the remaining property will be upland hunting woods for the use of the residents and members.			
Minimum Requirements for Submittal			
<input type="checkbox"/> 1. Engineering estimate for site improvement costs. <input type="checkbox"/> 2. Recorded deed and plat showing proof of property ownership. <input type="checkbox"/> 3. Project Narrative describing reason for application and compliance with the criteria in Section 5.5 of the DSO. <input type="checkbox"/> 4. An Application Review Fee as determined by the Town of Yemassee Schedule of Rates & Fees. Checks made payable to the Town of Yemassee.			
Disclaimer: The Town of Yemassee assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.			
I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property. As applicable, I authorize the subject property to be posted and inspected.			
Property Owner Signature: <i>Daniel P. Keefer</i>		Date: 8-23-21	
Applicant Signature: Daniel Keefer , on behalf of Taylor Development Group		Date:	
For Office Use			
Application Number:		Date Received:	
Received By:		Date Approved:	



Hollingsworth Funds

August 18, 2021

Town of Yemassee
101 Town Circle
Yemassee, SC 29945

Attn: Town Council and Staff

RE: Development Plan submittal for the 1317 Acre Bindon Plantation Property

To Whom This May Concern,

This letter shall serve as authorization for the applicant, ***Chris Ramm (Taylor Development Group, LLC)***, to act on behalf of the property owner, **Hollingsworth Funds, Inc. and Buckfield Plantation, LLC.**

Sincerely,

Ken Hunt
CFO/COO Hollingsworth Funds, Inc. and Manager Buckfield Plantation, LLC

PRELIMINARY DEVELOPMENT PLAN SUBMITTAL

FOR:

STONEY CREEK

(BINDON PLANTATION)

Application # DPLN-07-21-1034

TOWN OF YEMASSEE,
SOUTH CAROLINA

PREPARED FOR:

TAYLOR DEVELOPMENT GROUP, LLC

AUGUST 23, 2021

Prepared By:

Witmer Jones Keefer, Ltd.

DRAFT

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List of Exhibits

<u>Title</u>	<u>Exhibit</u>
1. Boundary survey and Vicinity Map_____	A
2. Existing Conditions North and South 200 scale_____	B
3. Existing Tree Cover_____	C
4. Preliminary Master Plan_____	D
5. Site Photos_____	E
6. Conservation Easement_____	F

Project Team

Owner : Taylor Development Group, LLC

Land Planning & Architecture:

Witmer Jones Keefer, Ltd

Mr. Daniel Keefer

Engineering:

Andrews Engineering

Mr. Ryan Lyle

Legal:

Johnson and Davis, PA

Mr. Barry Johnson

Environmental:

Newkirk Environmental

Mr. Asher Howell

Stoney Creek

Preliminary Development Plan (PUD Master Plan) Narrative

I. Project Introduction and Overview

This application is for Preliminary Development Plan Submittal of the +/- 1317 Acre ***Stoney Creek at Bindon Plantation*** Master Plan (Exhibit C), located within the Town of Yemassee. This application Number is DPLN-07-21-1034. This submittal shall also meet the requirements for the PUD Master Plan. The project name is Stoney Creek and it replaces the previous name of Bindon Plantation.

The Stoney Creek at Bindon Plantation community will provide access to private hunting and fishing adventures across its 1317 acres for its 20 residents and a limited number of non-residents members. The community will consist of 20 home sites ranging in size between 5 acres and 17 acres with the remainder of the property being dedicated hunting courses, agricultural plots and hiking trails. In addition to the hunting, agriculture and hiking areas, the residents and non-resident members will have access to two (2) common docks consisting of 18 to 20 boat slips on the Pocotaligo River and a common area boat ramp.

The property has conservation easement that regulates density and land uses. The proposed plan and refinements to the plan will be reviewed by the Beaufort County Open Land Trust.

This entire written narrative, together with all exhibits attached hereto, constitutes the full application, and upon approval, shall constitute the official PUD Master Plan and Preliminary Development Plan for the Bindon Plantation Land Use Tract.

II. Existing Conditions

The applicant, Taylor Development Group, seeks final approval of the PUD Master Plan and Preliminary Development Plan. The attached Exhibits provide detailed information regarding the existing conditions of the property. These items include:

A. Boundary Survey (Exhibit A)

The boundary survey plat (Exhibit A) contain the following information:

1. Vicinity Map
2. Boundary and Dimensions
3. Existing Easements
4. Existing Roads
5. Property Owners of Adjacent Properties

B. Existing Conditions Plan

The existing conditions plan includes additional site data such as topography, existing drainage patterns, specimen live oaks, existing roadways, potential wetland areas, archeological areas, etc.

C. Archeological Survey

The archeological survey outlines proposed next steps required for preservation and mitigation areas. The applicant with obtain necessary approvals with the State Historic Preservation Office (SHPO) based on the proposed development within the identifies areas.

D. Wetlands Verification

Wetlands will be verified within the proposed development areas prior to final development plan submittal. Approximate wetland areas are included on the Existing conditions plan. Proposed wetland crossings to be approved prior to final development plan submittal

E. Land Cover

The majority of Stoney Creek is comprised of planted pine along with maritime forest along the edge of Pocotaligo River . The wetland areas are predominantly mixed hardwoods. Attached existing tree cover (exhibit D)

III. Development Master Plan

The project will be developed in accordance with the Open Land Trust Conservation easement, dated July 27, 2012 (Exhibit I). Access points, wetlands, archaeology and stormwater methods will be coordinated with the Final Development Plan submittal. The final location of roads, ponds, open spaces,

buildings, lots, and other elements may vary at the time of Final Development Permit Applications. The property will be accessed from three existing locations along Highway 17.

A. Phasing

The Stoney Creek master plan will be implemented in phases based on Market conditions. If the project is phased, each phase will include the required infrastructure as outlined below.

B. Site Design and Development Standards

Architectural guidelines and restrictive covenants will be developed for the homesites to set standards for design and construction materials and will meet or exceed the Town of Yemassee Zoning and Development Standards Ordinance.

C. Stormwater Management

Due to the limited amount of disturbance, Stormwater will be handled with thru on-site Best Management Practice (BMP) mitigation methods including rain gardens, roadside bioswales and prior to being released to area surface waters or wetlands. Where practical, infiltration techniques will be investigated at the time of development permit. Final stormwater design will be submitted along with other final engineering calculations at the time of Development Permit Applications and will meet or exceed the Town of Yemassee Stormwater Ordinance.

D. Utility Services

1. Potable Water Wells

Public Potable Water is currently not available by Beaufort–Jasper Water & Sewer Authority (BJWSA) nor the Lowcountry Regional Water System (LRWS). Individual residential drinking water wells will be permitted and installed as individual lots and amenities areas are developed.

2. Wastewater – Septic Systems

Public wastewater collection is currently not available by Beaufort–Jasper Water & Sewer Authority (BJWSA) or Lowcountry Regional Water System (LRWS). Wastewater will be handled individually on each residential lot and

amenity by an Onsite Wastewater (septic) system. The applicant is currently obtaining the necessary state permits for Septic systems.

3. Power Supply and Service

The Stoney Creek Property is currently serviced by *Dominion Energy*. Service will be extended as development progresses.

4. Telecommunication Service

The Stoney Creek Property is coordinating its plans with licensed and franchised telecommunications service providers in the Master Plan area. The telecommunications infrastructure will include voice, data, and video facilities. Service will be extended and activated as development progresses. Master Plan approval does not amend any rights provided to a landowner or telecommunications provider as granted by the Public Service Commission.

5. Fire Protection

The community is in the Sheldon Fire District jurisdiction. Fire protection will be provided by dry hydrants to be installed in proposed ponds located through coordination with the fire marshal.

E. Proposed Roads

Proposed internal road layout is shown in the Preliminary Master Plan (Exhibit E). Road right of ways are size at +/-100' to allow for road alignment adjustments around specimen trees and shallow roadside swales along edges of road.

Road surfaces will be stabilized gravel to meet requirements for emergency access. Asphalt aprons are proposed for entry points off Highway 17. Road names for the community have not been assigned. Road names will be submitted for approval at the time of final development plan.

Roads and Right of Ways may be privately owned and maintained by the Property Owner's Association, or other entity assigned with the legal responsibility.

F. Open Space

Open spaces are provided within the property outside of lots 1-20. Open space includes land for nature trails, hunting, fishing access and nature

preserve.

G. Ownership and Maintenance of Common Areas and Utilities

1. Common Areas

Development will be controlled by restrictive covenants that will establish guidelines for Common Area ownership and maintenance, unless otherwise provided at the time of Development Approval. The Common Areas, which include easements, open space, hunting areas, community docks and boat landing, etc., will be owned by the Property Owners Association or some other legal entity, established in the Covenants and Restrictions. This ownership will include the maintenance of facilities, ponds and drainage on the property. Pond access and maintenance easements may be provided to allow maintenance. Fees will be assessed from all property owners to provide funding for operation and maintenance of common areas. In some cases, individual elements of the overall stormwater retention and drainage system may be constructed on individually owned development sites, but all functioning elements will be subject to master covenants, including easements and maintenance rights, which will assure the ability and means to maintain the system in perpetuity.

No public lands or methods of dedication and access are proposed.

2. Utilities

Electrical power facilities will be owned and operated by Dominion Energy, or other provider as approved by the Public Service Commission. Individual drinking water wells and septic systems will be owned operated and maintained by the individual landowner. Dry Hydrants will be installed and maintained by the Property Owners Associated to provide community fire protection. Dry hydrant testing and maintenance may be performed by the Fire District.

I. Traffic Assessment

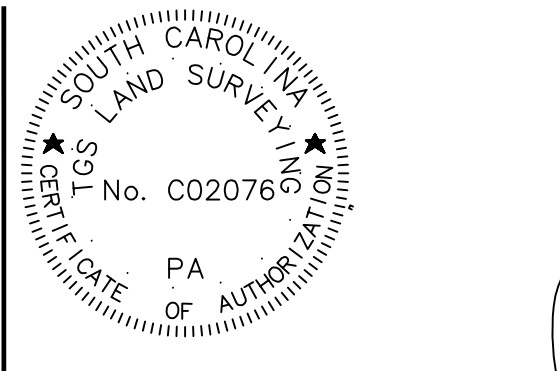
If required, a Traffic Impact assessment (TIA) will be provided at final development plan submittal. Due to the low density and use of existing DOT access points a TIA may not be warranted.

IV. Conservation Easement

The Conservation easement outlines specific uses and allowance for impervious square footage on the property. Any modifications to the plan will be approved by the Beaufort County open land trust. (Exhibit F)

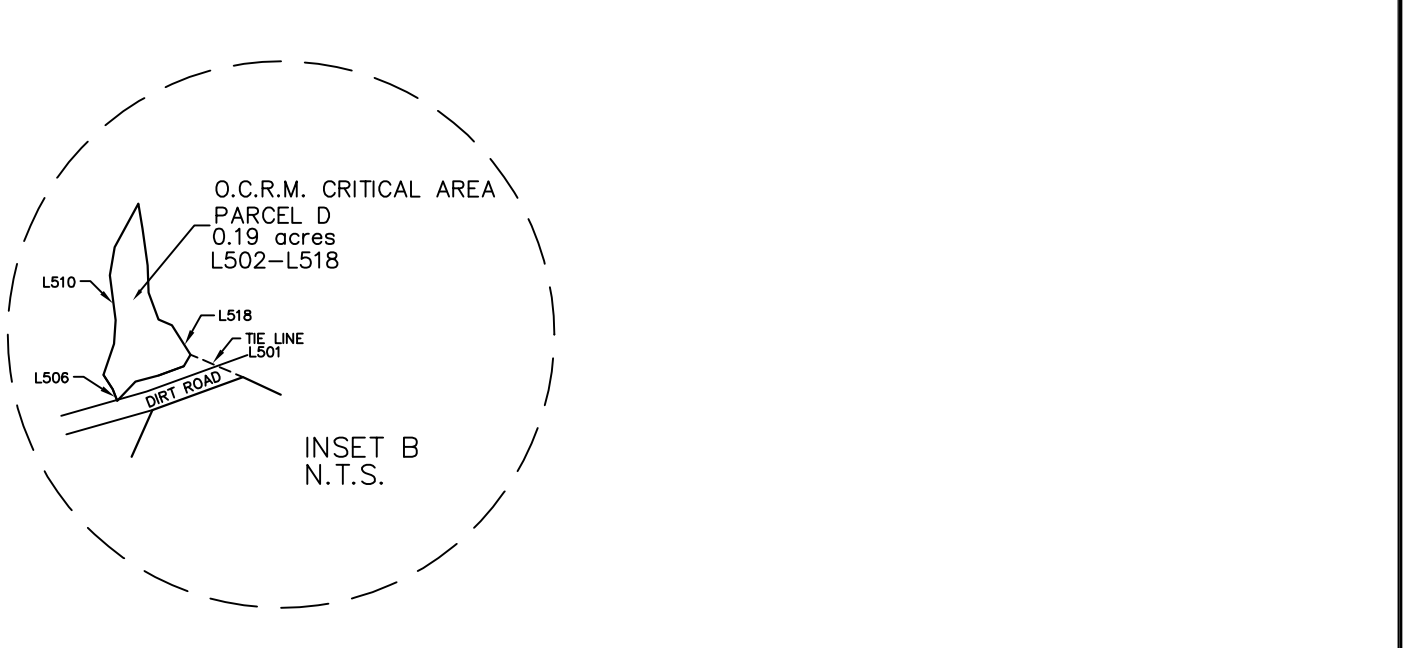
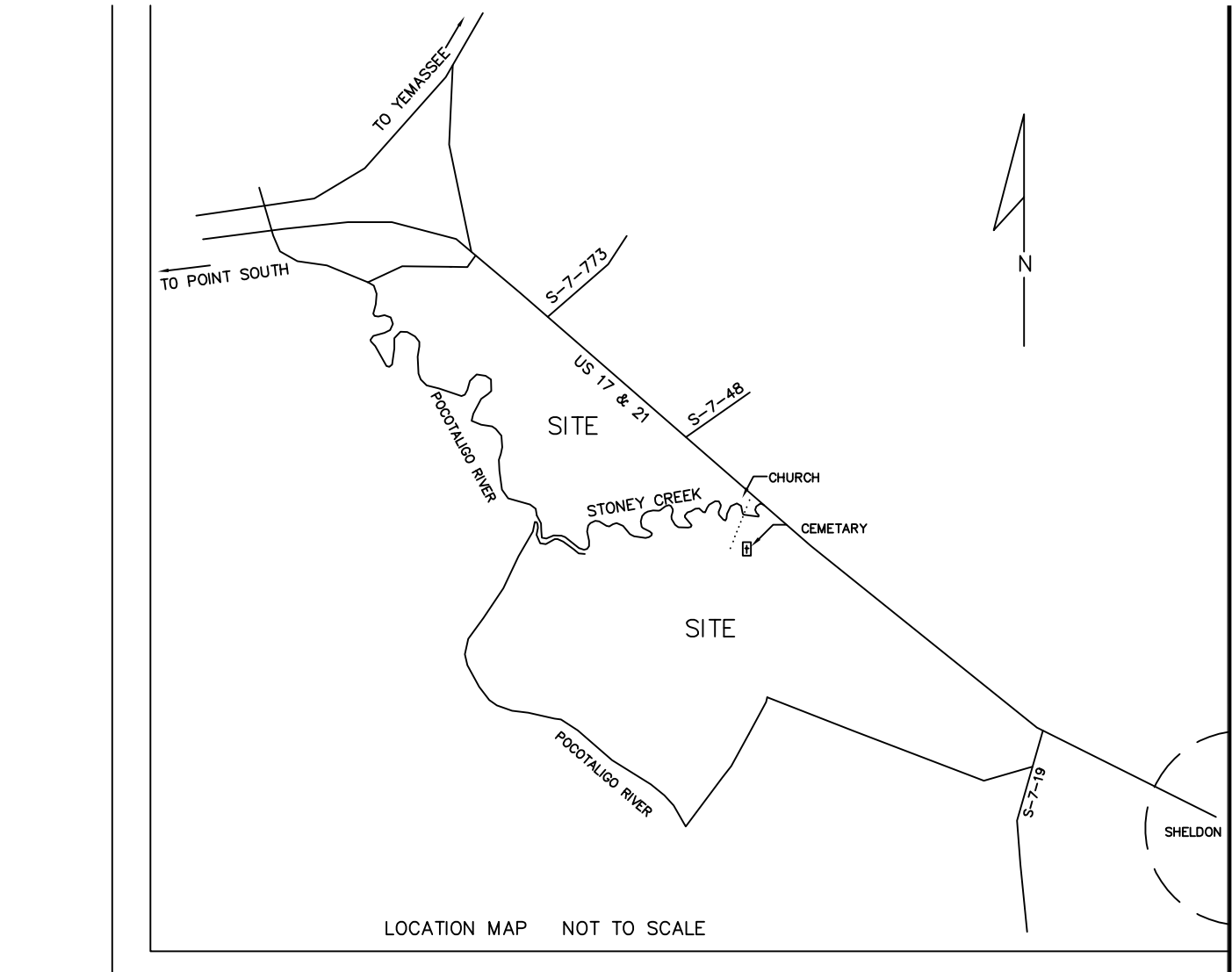
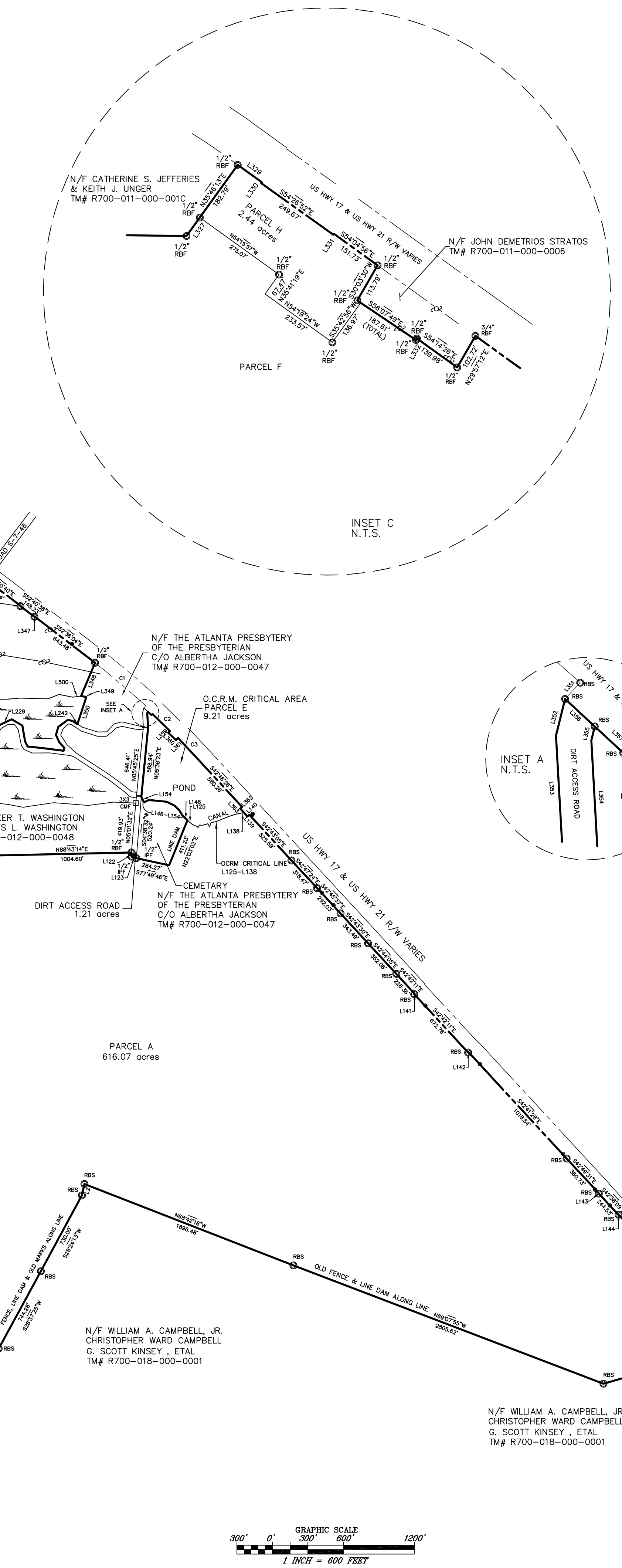
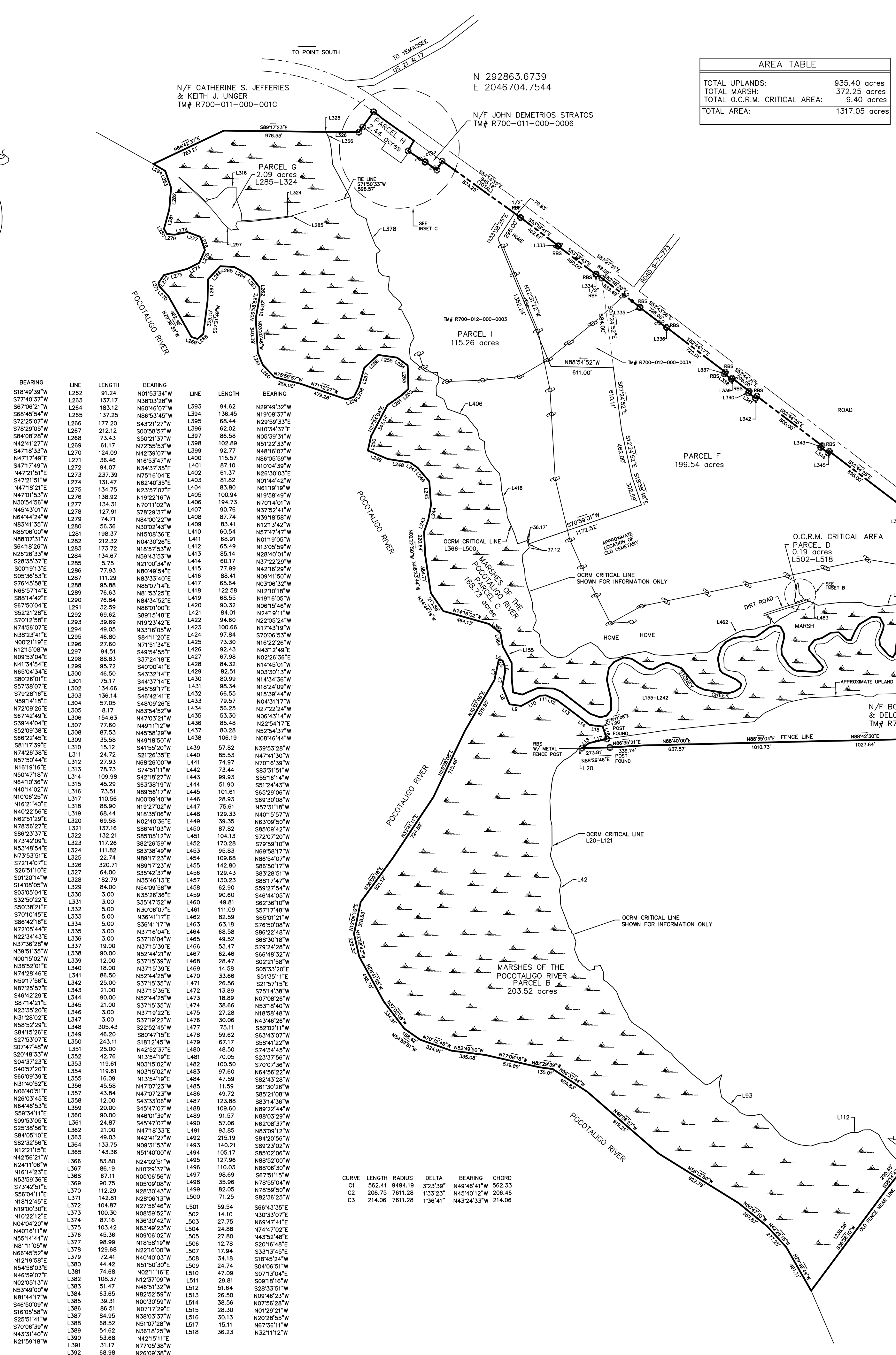
EXHIBIT A

BOUNDARY SURVEY AND VICINITY MAP



LEGEND:
 CMF - CONCRETE FOUND
 CS - CONCRETE SET
 RBS - IRON REBAR SET
 RFB - REBAR FOUND
 TP - TELEPHONE PEDESTAL
 OPL - OVERHEAD POWER
 N - NOT TO SCALE
 R/W - RIGHT OF WAY
 TM - TAX MAP
 PB - PLAT BOOK
 DB - DEED BOOK
 PDB - POINT OF BEGINNING
 X - SPOT ELEVATION
 C/L - CENTERLINE
 P - POWER POLE

GRID NORTH



- REFERENCE:
- DEED BOOK 952 PAGE 842
 - PLAT BOOK 61 PAGE 13
 - DEED BOOK 948 PAGE 1024
 - DEED BOOK 1024 PAGE 842
 - DEED BOOK 247 PAGE 280
 - DEED BOOK 564 PAGE 1780
 - PLAT BOOK 8 PAGE 37
 - PLAT BOOK 12 PAGE 13
 - DEED BOOK 129 PAGE 193
 - DEED BOOK 60 PAGE 147
 - DEED BOOK 844 PAGE 2577
 - PLAT BOOK 25 PAGE 13
 - DEED BOOK 95 PAGE 171
 - DEED BOOK 556 PAGE 850
 - PLAT BOOK 22 PAGE 115
 - PLAT BOOK 6 PAGE 19
 - PLAT BOOK 29 PAGE 148
 - MORTGAGE BOOK 408 PAGE 1679
 - DEED BOOK 93 PAGE 48
 - PLAT BOOK 6 PAGE 1
 - DEED BOOK 41 PAGE 22
 - S.C.D.O.T. PLAN FILE 7.545

BINDEN PLANTATION TAX MAP NUMBERS:
 R700-011-000-0007-0000
 R700-011-000-0005-0000
 R700-012-000-0003-0000
 R700-012-000-003A-0000
 R700-012-000-0002-0000
 R700-012-000-0001-0000

A BOUNDARY SURVEY OF BINDEN PLANTATION, NORTHWEST OF SHELDON, BEAUFORT COUNTY, SOUTH CAROLINA

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION & BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

REVISED: OCTOBER 21, 2003
 JOB # 03135B

DATE: AUGUST 1, 2003



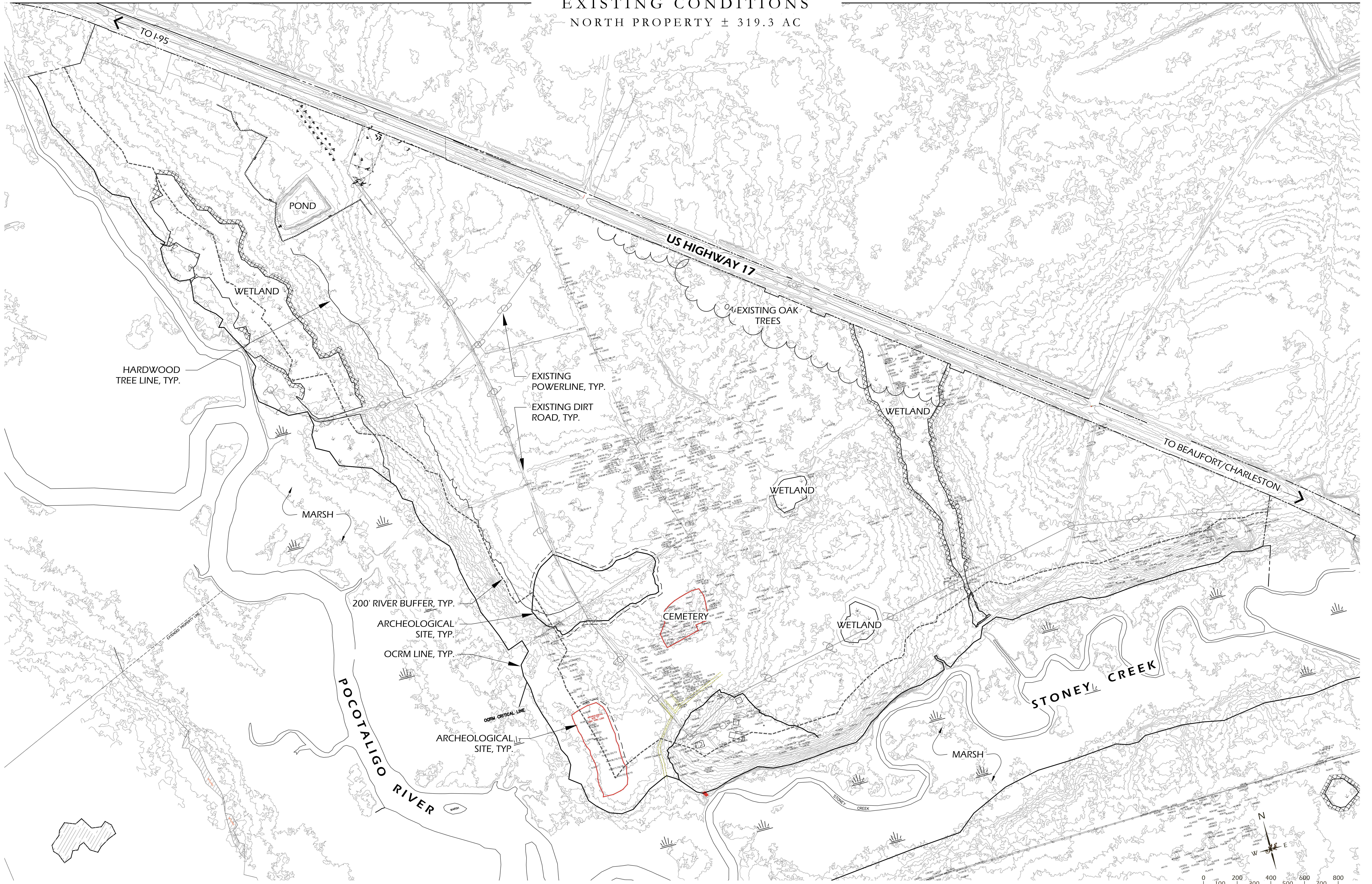
TGS LAND SURVEYING
 701 SECOND AVENUE
 P.O. BOX 2023
 RIDGELAND, S.C. 29936

EXHIBIT B

EXISTING CONDITIONS NORTH AND
SOUTH (200 SCALE)

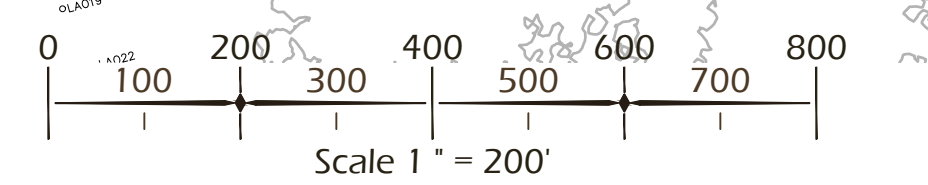
EXISTING CONDITIONS

NORTH PROPERTY ± 319.3 AC



**STONEY CREEK
BINDON PLANTATION**
BEAUFORT COUNTY, SOUTH CAROLINA

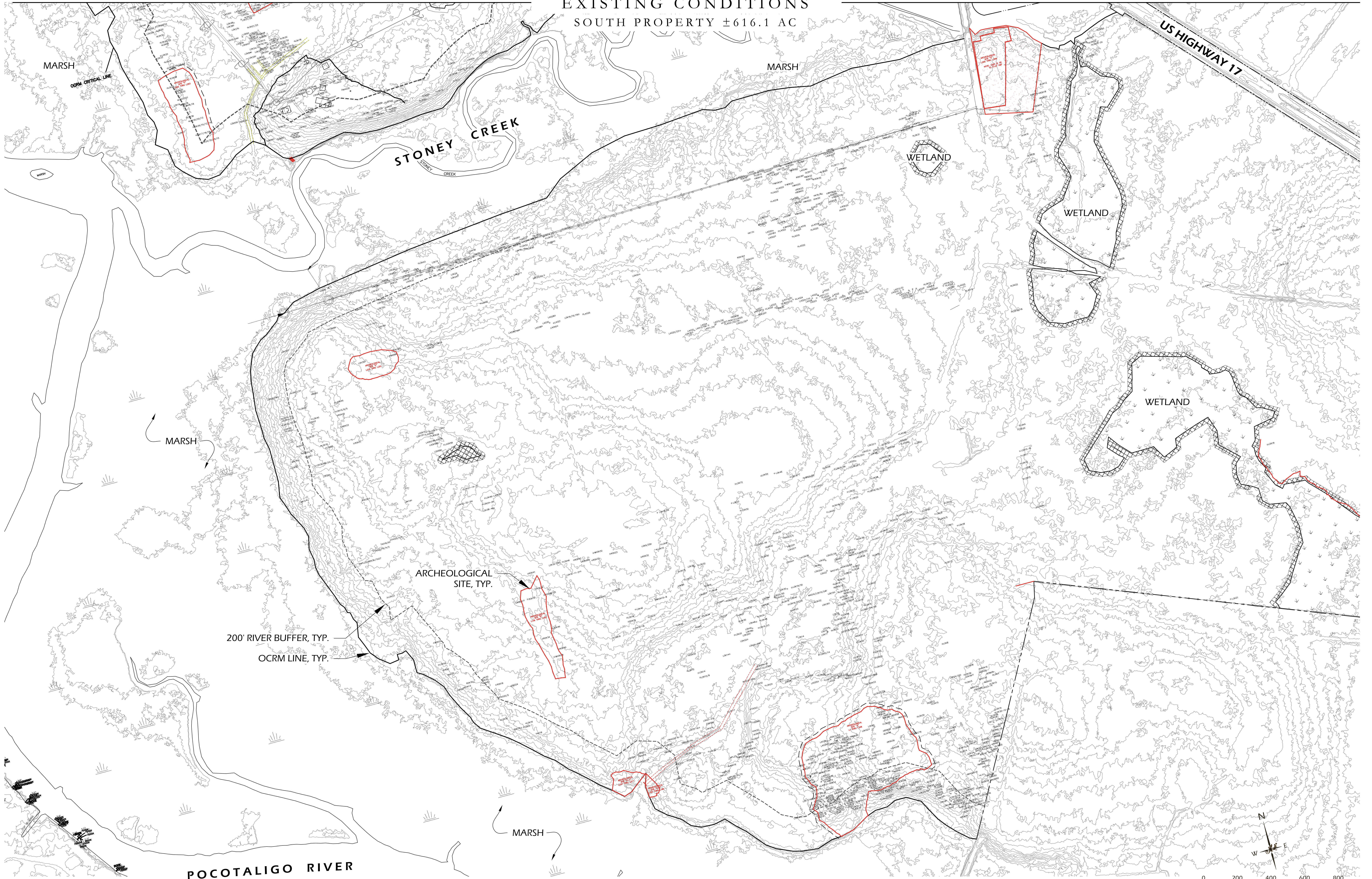
**EXISTING CONDITIONS SURVEY PROVIDED
BY TGS LAND SURVEYING. ALL SURVEY
DATA TO BE UPDATED PRIOR TO FINAL
DEVELOPMENT PLAN AND CONSTRUCTION.**



© 2021 WJK LTD.
PLAN IS CONCEPTUAL IN NATURE
AND IS SUBJECT TO CHANGE.
THIS SHEET TO SCALE AT 30"x42"



EXISTING CONDITIONS
SOUTH PROPERTY ±616.1 AC



POCOTALIGO RIVER

**STONEY CREEK
BINDON PLANTATION**

BEAUFORT COUNTY, SOUTH CAROLINA

EXISTING CONDITIONS SURVEY PROVIDED
BY TGS LAND SURVEYING. ALL SURVEY DATA
TO BE UPDATED PRIOR TO FINAL
DEVELOPMENT PLAN AND CONSTRUCTION.

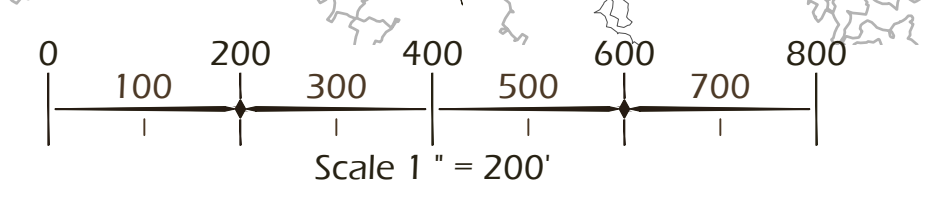
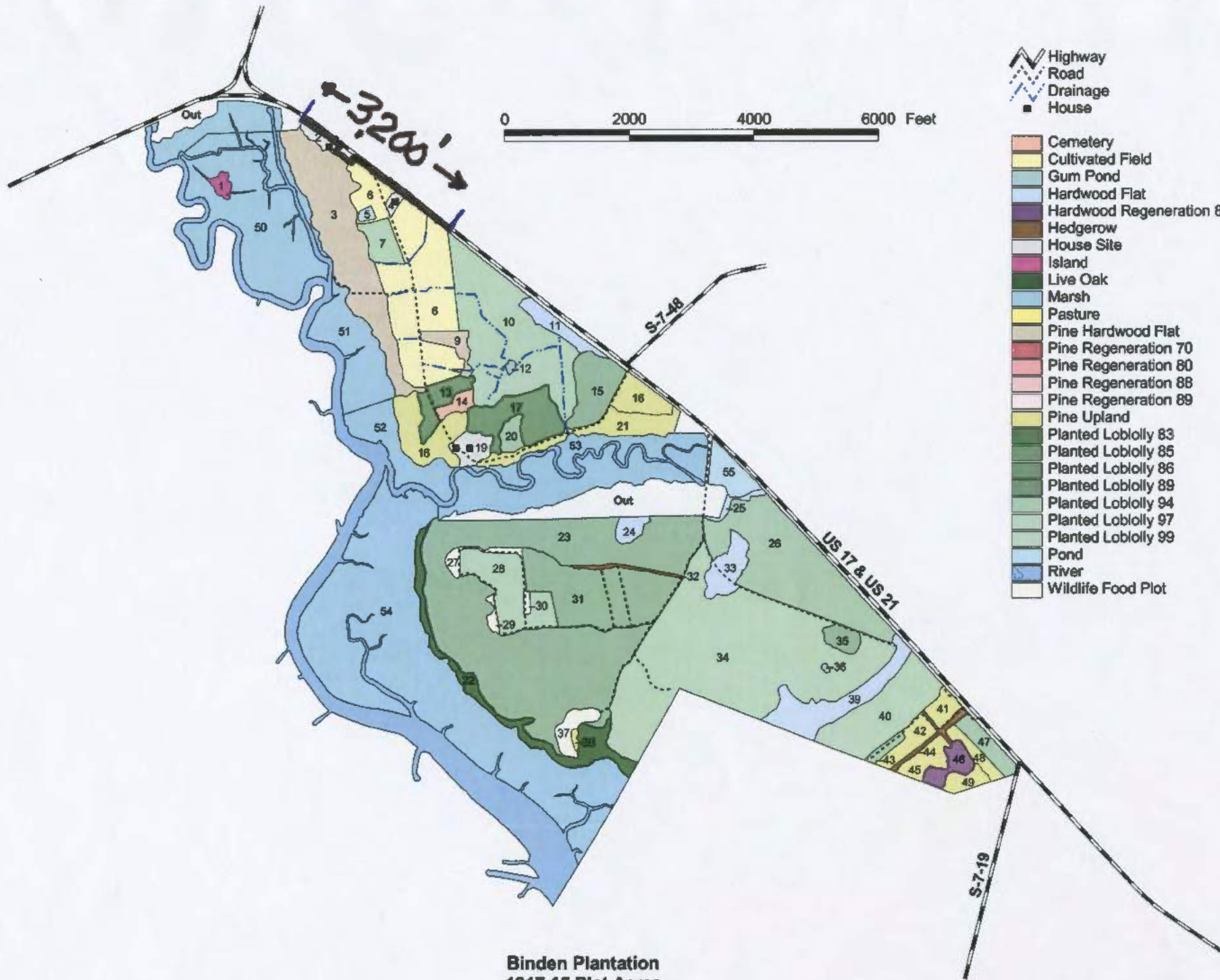


EXHIBIT C

EXISTING TREE COVER



- Highway
- Road
- Drainage
- House
- Cemetery
- Cultivated Field
- Gum Pond
- Hardwood Flat
- Hardwood Regeneration 80
- Hedgerow
- House Site
- Island
- Live Oak
- Marsh
- Pasture
- Pine Hardwood Flat
- Pine Regeneration 70
- Pine Regeneration 80
- Pine Regeneration 88
- Pine Regeneration 89
- Pine Upland
- Planted Loblolly 83
- Planted Loblolly 85
- Planted Loblolly 86
- Planted Loblolly 89
- Planted Loblolly 94
- Planted Loblolly 97
- Planted Loblolly 99
- Pond
- River
- Wildlife Food Plot

Binden Plantation
1317.15 Plat Acres
Beaufort County, SC
June 6, 2017

EXHIBIT D

PRELIMINARY MASTER PLAN

MASTER PLAN



LEGEND

- (A) BOAT STORAGE (± 70' X 180')
- (B) EXISTING BARN
 - MAINTENANCE / STORAGE
 - DOG KENNELS
- (C) LODGE / COMMUNITY AMENITY

**STONEY CREEK
BINDON PLANTATION**

BEAUFORT COUNTY, SOUTH CAROLINA

EXHIBIT E

SITE PHOTOS



US-21

Yemassee, South Carolina



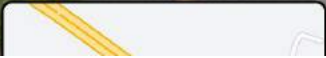
Google



Street View



ACCESS POINT 1





US-21
Yemassee, South Carolina



Street View



SOUTH TRACT ALONG HWY 17



BINDON NORTH



BINDON NORTH
EXISTING FIELD



**BINDON NORTH
EXISTING DOCK**

EXHIBIT F

CONSERVATION EASEMENT

105 SW
NE
Anner

BEAUFORT COUNTY SC. ROD
BK 03163 PGS 1814-1918
DATE: 06/03/2012 02:58:22 PM
INST # 2012043948 RCPTS# 684448

STATE OF SOUTH CAROLINA)
) GRANT OF CONSERVATION EASEMENT
COUNTY OF BEAUFORT)

THIS GRANT OF CONSERVATION EASEMENT is made this 27th day of July, 2012, by Hollingsworth Funds, Inc. and Buckfield Plantations, LLC (hereinafter referred to collectively as the "Grantor"), in favor of the Beaufort County Open Land Trust (hereinafter "Grantee") of Beaufort, SC.

WHEREAS, Grantor is the sole owner in fee simple of certain real property containing approximately One Thousand Three Hundred and Seventeen (1,317) acres, more or less, in Beaufort County, South Carolina, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, is protected and identified hereinafter as the "Protected Property" on the attached Baseline Document; and

WHEREAS, the Protected Property is located in close proximity to other conservation easements held by the Beaufort County Open Land Trust and other conservation oriented groups, and helps to form a significant conservation area in the South Lowcountry Focus Area (SOLO) and North American Migratory Flyway, and buffers the A.C.E. Basin, thereby protecting the rural nature and ecological values of the community and the South Carolina Lowcountry and providing critical linkages between the South Lowcountry Focus Area, the A.C.E. Basin National Estuarine Research Reserve and the Pocotaligo River; and

WHEREAS, the South Lowcountry Focus Area, commonly referred to as "SOLO", is an area that was established by the Atlantic Coast Joint Venture of the 1986 North American Waterfowl Management Plan (NAWMP), a cooperative effort between the United States, Canada and Mexico which encourages large-scale protection of upland and wetland habitat. SOLO has been recognized by the NAWMP as a critical area for the restoration of waterfowl and migratory bird populations.

WHEREAS, the geographical area for SOLO is estimated to include 2,000,000 acres and generally comprises an area from Hardeeville to the south, Aiken to the north, the Savannah River to the west and the Salkehatchie and Broad rivers to the east.

WHEREAS, the Protected Property will enhance the relatively pristine matrix of private land holdings that comprise the expansive patchwork of maritime forests, longleaf pine sand ridges, and bottomland hardwood forests that make the South Lowcountry landscape so vital, not only to the natural world but also to the citizens of South Carolina.

WHEREAS, the Protected Property is situated on and prominently visible by the public from the Pocotaligo River, having over three (3) miles of river and creek frontage providing scenic views of forest, open fields, wetlands, and the river and provides a buffer to U.S. Highway 17 which traverses the A.C.E. Basin and is considered "America's Vacation Highway", with the local designation of "the ACE Basin Parkway"; and

WHEREAS, the Protected Property has a diversity of relatively natural habitats including evergreen upland forest, forested and non-forested wetlands, including vast expanses of intact River bottoms, mixed upland forest, upland planted pine, open fields and open water, all of which can support a variety of floral and faunal species; and

WHEREAS, the Protected Property contains forested and non-forested wetlands, which function to improve water quality by providing for nutrient uptake and sediment deposition from runoff draining from upstream lands, and also provide many wildlife habitat components such as breeding grounds, nesting sites and other critical habitats for a variety of fish and wildlife species as well as the unique habitat requirements of threatened and endangered plants and animals in the A.C.E. Basin; and

WHEREAS, the Protected Property provides a diversity, quality, and combination of natural habitats significant to wildlife habitat functions for approximately 280 species of birds including migratory songbirds, ground-nesting birds, colonial shorebirds, and waterfowl, and also including feeding, breeding and nesting areas for native small and large game and non-game mammals; and

WHEREAS, the A.C.E. Basin has been recognized as one of the most ecologically diverse areas in the Southeastern United States by virtue of being the confluence of three Rivers, including the world's longest free flowing black water river, and the protection of land adjacent and buffering the rivers' shores, such as the Protected Property, is the most effective way to ensure water quality and ecological integrity is protected; and

WHEREAS, in particular, the Protected Property in its existing relatively natural condition contributes very little non-point source pollution to the adjacent creeks and waterways due to the marsh wetlands surrounding all watercourses that provide for nutrient uptake and sediment deposition as well as the low percentage of impervious surface that reduces sources of pollution and nutrient loading; and

WHEREAS, the Protected Property is eligible to be listed in its entirety on the National Register of Historic Places maintained by the United States Secretary of the Interior, because of the connection to a major Revolutionary battle at Fort Balfour; the burning of the original Binden house by Sherman's troops during the Civil War; and the ownership by the family of the noted media entrepreneur Ted Turner; and

WHEREAS the Protected Property is on the Pocotaligo, a major recreational resource for the State of South Carolina and the visual protection of such is a valid public policy to further an economic interest; and

WHEREAS, the Protected Property possesses significant ecological and natural resources, water quality protection, open space and scenic value, and historic or cultural value (collectively the "Conservation Values") of great importance to Grantor, to Grantee and to the people of South Carolina and this nation; and

WHEREAS, the specific Conservation Values are summarized hereunder and documented in a report on file at the Grantee's office and incorporated herein by this reference (hereinafter the "Baseline Documentation Report"), which consists of maps, reports and photographs, and the parties agree that the Baseline Documentation Report provides, collectively, an accurate representation of the Protected Property at the time of this grant and is intended to serve as an objective point of reference from which to monitor compliance with the terms of this grant; and

WHEREAS, Grantor believes that with the careful use of conservation easements, the resources, habitat, beauty and unique ecological character of the Protected Property can be protected in a manner that permits continuing private ownership of land and its subsequent use and enjoyment; and

WHEREAS, Grantor intends to preserve and protect the Conservation Values in perpetuity; and

WHEREAS, Grantor is willing to forego forever the right to fully exploit the financial potential of the Protected Property by encumbering the Protected Property with a conservation easement; and

WHEREAS, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Ann. (1976, as amended) (hereinafter the "SC Code") §27-8-10, et. seq. (The South Carolina Conservation Easement Act of 1991) (hereinafter the "Act"), South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and as described in SC Code §27-8-20, also recognizes and authorizes Grantee to hold conservation easements; and

WHEREAS, Grantor and Grantee recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property as "a relatively natural habitat of fish, wildlife or plants or similar ecosystem" as that phrase is used in Code § 170(h)(4)(A)(ii), "open space (including farmland and forest land)" as that phrase is used in Code § 170(h)(4)(A)(iii) and "an historically important land area or a certified historic structure" as that phrase is used in Code § 170(h)(4)(A)(iv) and in the regulations promulgated thereunder by the United States Department of the Treasury (hereinafter "Treasury Regulations"). Grantor and Grantee agree these purposes can be accomplished by placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from the Grantor to the Grantee of affirmative rights for the protection of the Protected Property; and

WHEREAS, the Grantee is a corporation whose purposes and powers include one or more of the purposes set forth in SC Code §27-8-20(1) authorizing Grantee to be a holder of conservation easements as provided for by the Act; and, Grantee is a publicly supported, tax-exempt, nonprofit corporation organized and operated under Code §501(c)(3) and not a private foundation under Code §509 dedicated to the preservation of

the irreplaceable natural and historical resources of the South Carolina Lowcountry landscape by protecting significant lands, waters and vistas;

NOW, THEREFORE, in consideration of two million five hundred thousand dollars (\$2,500,000.00), of the above, and of the mutual covenants, terms, conditions and restrictions contained herein, and pursuant the laws of the State of South Carolina, the Grantor hereby grants and conveys to Grantee a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth (hereinafter the "Easement"). Grantor herein declares that the Protected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements hereinafter set forth, which covenants, conditions, restrictions and easements shall be deemed to run with the land in perpetuity and to be a burden on the Protected Property in perpetuity.

1. **Purposes.** The purposes of this Easement (hereinafter the "Purposes") are as follows:

(A) To protect and preserve the Conservation Values; and

(B) To prevent any use or activity that will significantly impair the Conservation Values, subject to the rights and privileges reserved below by Grantor; and

(C) To allow the continuation of historic and traditional uses and activities as well as limited new uses that would not significantly impair or degrade the Conservation Values.

2. **Rights of Grantee.** Grantor hereby conveys the following rights to the Grantee:

(A) **Right of Visual Access.** To have visual access to the Protected Property from the Pocotaligo River and the A.C.E. Basin parkway provided that such right shall not be construed to permit general public access over or upon the Protected Property;

(B) **Right to Monitor.** To enter upon the Protected Property in a reasonable manner, and at reasonable times, in order to monitor compliance with the Easement and to further document natural and manmade features of the Protected Property. In addition, the Grantor hereby grants and conveys unto the Grantee the right to enter upon and inspect the Protected Property, with access over and across the Protected Property if necessary, for compliance with this Conservation Easement at any time and from time to time, provided that the Grantor is first given notice of any such visit, at least seven (7) days in advance, except in cases of suspected or known violations of this Conservation Easement.

(C) **Right to Prevent Inconsistent Uses.** To prevent Grantor or third parties from conducting any activity or use inconsistent with the Purposes;

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 (D) Right to Require Restoration. To require Grantor or third parties to restore such Conservation Values that may be damaged by any uses or activities prohibited by this Easement, or any activity or use inconsistent with the Purposes; and

(E) Right of Discretionary Consent. If, owing to unforeseen circumstances, any of the uses or activities prohibited under this Easement are deemed desirable by both the Grantor and the Grantee, the Grantee may, in its sole discretion, give permission for such activities, subject to such limitations as it deems necessary or desirable and provided that:

I. The activities will not adversely affect the "tax exempt" status of the Grantee under any applicable laws, including §501(c) (3) of the Code and Treasury Regulations promulgated thereunder.

II. The activities will not adversely affect the Conservation Values.

III. In no case shall the Grantee or Grantor have the right or power to agree to any activities that would result in the termination of this Easement.

3. Definitions. For the purposes of this Easement, Grantor and Grantee agree that those bold-faced terms that appear throughout this Easement shall be defined as follows:

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 Agricultural Activities shall be defined as activities directly related to the production of plant or animal products on the Protected Property, including crop production, raising cattle for sale, animal husbandry, mariculture, raising and harvesting of shellfish, floriculture and horticulture, in a manner that preserves the long-term productivity of the soil. Permitted activities shall not include Feedlots, intensive livestock production facilities or any type of large-scale operation where animals are confined.

Agricultural Structure shall be defined as any building designed or used in the conduct of permitted **Agricultural Activities**, not including any structure used as a dwelling for human beings.

Approval shall be defined as the prior written consent of the Grantee to permit Grantor to exercise certain rights described in Paragraphs 4 and 5, or to undertake any activity otherwise prohibited by this Easement. The rationale for requiring the Grantor to receive Approval prior to undertaking certain permitted and all prohibited activities is to afford Grantee an adequate opportunity to evaluate the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the Purposes of this Conservation Easement. Approval shall not be unreasonably withheld by the Grantee.

(
 Baseline Documentation Report consists of maps, reports and photographs, and provides, collectively, an accurate representation of the Protected Property at the time of

execution of this Conservation Easement, a copy of which is attached hereto as Exhibit "D" and incorporated herein by reference.

Building Envelope Subdivision is an area(s) of not less than two-and-one-half acres (2.5), more or less, within which construction may occur and structures may be erected, as provided for in Paragraph 5 and the **Land Conservation Plan**.

Building Height shall be measured, for the purposes of any permitted structure, from the ground to the top of the highest structural component, excluding chimneys, antennas, weather vanes, and solar panels. Nothing in this agreement shall prohibit new technology used by similar structures found in the Southeastern United States.

Community Amenity shall be defined as any structure or area, held in common ownership by the individual property owners, for use(s) that shall be determined by the landowners collectively, so long as it in no way significantly impair or degrade the Conservation Values and subject to the impervious surface and structural limitations.

Feedlot shall be defined as any confined area or facility for feeding animals within which the land is not grazed or cropped at least annually (except small pens and corrals for temporarily holding and feeding individual or small groups of animals), or which is used to receive livestock that have been raised off the Protected Property for feeding and fattening for market.

Forest Management Plan shall be defined as a written plan subject to periodic updates, on file with the Grantee and agreed upon by both Grantor and Grantee, which outlines Forest Management Practices on the Protected Property.

Forest Management Practices shall be defined as the production, improvement and maintenance of forest lands for timber production, wildlife management, aesthetics or any other purpose. Forest Management Practices include silviculture practices, which are used to control the establishment, growth, composition, health, quality and utilization of forestlands for multiple-use purposes and include, but are not limited to, thinning, reforestation, prescribed fire or fire breaks.

Grantee shall be defined as the above-named §501(c) (3) South Carolina charitable corporation, designated as the holder of this Easement, and its successors and assigns.

Grantor shall be defined as the original donor of this Easement and his (or her, or their) personal representatives, heirs, successors, assigns, and subsequent owners.

Habitat Conservation Plan shall be defined as the map and accompanying standards that regulate specific uses and activities within the delineated habitat areas in order to protect the Conservation Values, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

Impervious Surface shall be defined as any hard surface area, which either prevents or retards the entry of water into the soil mantle at a rate lower than that present under natural conditions prior to development. Impervious surfaces include, but are not limited to, walkways, patios and decking, driveways, parking lots, or storage areas, concrete or asphalt paving, or other surfaces which similarly impede the natural infiltration of surface and storm water runoff.

Land Conservation Plan shall be defined as the table and accompanying map that regulate and graphically depict, respectively, the maximum allowable **Subdivision** and construction on the **Protected Property** in order to protect the Conservation Values a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference.

Main House shall be defined as a detached, single-family dwelling constituting the primary residential use of, and to be occupied by the owner or permitted lessee of, the **Protected Property** or a **Subdivided Tract**.

Notice shall be defined as a written communication, prior to undertaking a permitted activity, as defined in Paragraph 18.

Related Outbuilding shall be defined as any auxiliary structure customarily used as an accessory to a private **Residential Structure** in the South Carolina Lowcountry, not including any structure used as a permanent or temporary dwelling for human beings.

Residential Structure shall be defined as **Main Houses** and **Secondary Houses**.

Secondary House shall be defined as a detached dwelling to be located adjacent to, or in close proximity to, the **Main House**, connected through common use, and to be held under the same ownership as and controlled by the owner or permitted lessee of the **Main House** and intended for the use of guests, friends, family members or employees of the owner or permitted lessee of the **Main House**.

Setback Line shall be designated by **Grantee** in the **Baseline Documentation**.

Significant Tree shall be defined as the following hardwood species: any live oak, cherry bark oak, southern red oak, willow oak, white oak, swamp chestnut oak, hickory and magnolia having a diameter at breast height (DBH) of 16 inches or greater.

Subdivided Tract shall be defined as a separate transferable parcel of land having a unique identity according to Beaufort County records.

Subdivision shall be defined as the creation of a **Subdivided Tract** after the date of this Easement.

Superstructures shall be defined as any structure that extends above the level of the walkway, pierhead or float of a dock, including railings and roofs.

4. Reserved Rights on Protected Property. Within the Protected Property, Grantor reserves all the rights, uses and activities (collectively, the "Reserved Rights") inherent in fee simple ownership, including but in no way limited to those rights specifically expressed in subparagraphs A through K of this paragraph, subject to the specific Restrictions and Limitations of Paragraph 5, which are included to accomplish the Purposes enumerated in Paragraph 1. All Reserved Rights shall apply to the Protected Property in its entirety. In addition, the exercise of all Reserved Rights shall be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the Purposes.

(A) Fences. Grantor has the right to maintain, repair, and/or replace fences on the Protected Property, and the right to construct, maintain, repair and replace fences around Subdivided Tracts, provided that such construction, maintenance, repair, and/or replacement does not violate the Purpose of this Easement or the **Habitat Conservation Plan** standards.

(B) Hunting, Fishing, and Shooting Sports. Grantor retains the right for Grantor, Grantor's family members, partners, invitees, licensees, and lessees to hunt and fish on the Protected Property (including those that lease or purchase hunting and/or fishing rights seasonally); the right to construct, maintain, repair, replace, and relocate duck blinds, deer and turkey stands, gates, and wildlife observation platforms; the right of Grantor, Grantor's family members, partners, invitees, licensees, and lessees to participate in shooting sports thereon;

(C) Leases. Grantor retains the right to lease or grant other less-than-fee interests in all or a portion of the Protected Property for any use permitted to the Grantor under this Easement, with income therefrom reserved to Grantor, provided that such lease or other interest is consistent with and subject to the terms of this Easement and is not of a nature or terms as to constitute an impermissible subdivision of the Protected Property.

(D) Landfill. Grantor retains the right to have a landfill not to exceed an aggregate one (1) acre, for the dumping of refuse and garbage generated solely and exclusively by activities on the Protected Property. Such disposal of refuse and garbage shall be conducted in a reasonably sanitary manner, provided that there shall be no dumping or deposit of toxic or hazardous substances or wastes. The location and design of the landfills shall be subject to Grantee's prior written approval, and such approval shall not be unreasonably withheld.

(E) Agriculture; Animal Husbandry. Grantor retains the right to engage in not-for profit and for-profit agricultural, farming and aquacultural activities provided the same is conducted in a manner consistent with the Purpose of this Easement, and the right to locate, construct, and maintain watering facilities and ponds. Permitted agricultural activity must be consistent with the maintenance and enhancement of soil composition, structure, and productivity, and may not result in pollution or degradation of any waters or have a detrimental effect upon fish or wildlife, their natural habitat, or upon the natural ecosystem and its process. The Grantor retains the right to place and encumber the

property with agricultural easements as may be necessary from time to time to meet its agricultural objectives. The Grantor reserves the right to participate in any conservation-directed agricultural contracts, programs, or leases offered by any private entity or governmental entity – including, but not limited to, the United States Department of Agriculture, the United States Department of Interior, the State, or any branch thereof – and to enter into the Conservation Reserve Program, Wetlands Reserve Program, or any other state or federal program existing now, or created in the future, for any activity or use permitted in this Easement. The right to engage in for-profit and not-for-profit raising and marketing of cows, horses and other domesticated animals on the Protected Property, provided, the same is conducted in a manner consistent with the Purpose of this Easement.

(F) Agrichemicals. Grantor retains the right to use agrichemicals, including, but not limited to, fertilizers, biocides, herbicides, and rodenticides, but only in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable agricultural and residential activities permitted by the terms of this Easement and in accordance with label instructions. Notwithstanding the foregoing sentence, no use of agrichemicals will be made if such use would result in (i) unlawful contamination of any source of water or (ii) any significant impairment of any natural ecosystem or process on the Protected Property.

(G) Borrow Pits. Grantor retains the right to have one (1) borrow pit, not to exceed an aggregate of one (1) acre, to provide required fill material for non-commercial use solely and exclusively on the Protected Property, such as for repairing roads, and not for the purpose of resale.

(H) Paths and Trails. Grantor retains the right to construct and maintain footpaths, equestrian trails, boardwalks, tent camping sites and wildlife observations platforms, along with appropriate signage for education, directions or safety.

(I) Campsites. Grantor retains the right to construct educational and recreational group camping sites, platforms, tents and canvas or similar material walled structures.

(J) Ecological Research. Grantor retains the right to install forest or other ecological research equipment, experimental areas, perform studies in wetlands, pine plantations and natural or planted forests of hardwood or mixed species that could include, but is not limited to, weed control, fertilization, installation of weather stations, installation of towers for raising instrumentation above the canopy, and excavation of root systems.

(K) Consistent Uses. Grantor has the right to engage in any and all acts or uses not expressly prohibited herein that are not inconsistent with the Purposes of this Easement.

5. **Restrictions and Limitations.** Grantor will not perform or permit, or will perform or permit, as specified below, the following acts or uses (hereinafter the "Prohibited Uses") on, over or under the Protected Property:

(A) **Subdivision.**

I. The Protected Property is currently composed of One (1) tract. Subdivision of the tract is limited to the reconfiguration and division of the tract to create not more than twenty (20) Building Envelope Subdivisions on the entire Protected Property. The density, size and location of the Building Envelope Subdivisions shall be subject to the Land Conservation Plan. Each Building Envelope Subdivision shall be limited to one Main House and permitted ancillary structures.

II. Density of subdivided lots shall be allocated in accordance with standards represented in the Land Conservation Plan, and are subject to the provisions of Section 5 (D).

III. Grantor shall retain the right to convey Plantation A, as identified in the Land Conservation Plan to the appropriate governmental entity or state agency, for the express purpose of constructing an environmental education center. The Grantor shall retain one additional subdivision in the event that the entirety of Plantation A cannot be acquired.

IV. For each Subdivision, Grantor shall provide notice which will include an allocation of the total of 20 maximum Building Envelope Subdivisions and 20 maximum Main Houses to that particular subdivision and reconciliation of the remaining units qualifying for Subdivision but not yet subdivided.

V. Grantor may allocate Reserved Rights and/or convey common area interests among such Subdivided Tracts at the time of each Subdivision with such allocation being specifically described and noted in the deed transferring ownership of any Subdivided Tract. Grantor shall give Notice to Grantee of any Subdivision.

VI. Grantor may convey, devise or assign any remainder parcel or open space interest, separate and apart from Building Envelope Subdivisions, to a property owners association (POA) or other entity charged with management and maintenance of the common area interests.

(B) **Structural Limitations.** The construction, enlargement and replacement of Residential Structures and all other structures are subject to the following limitations:

I. **Total Impervious Surface** on the Protected Property shall not exceed ten thousand (10,000) square feet per Building Envelope Subdivision, or a maximum of 200,000 square feet in the aggregate. **Building Envelopes** can be combined to allow for larger impervious surface areas, not to exceed the sum of the individual allotments. A percentage of the permitted **Impervious Surface** for multiple **Building Envelopes** may be assigned to a permissible **Community Amenity**.

If final Subdivision of the Protected Property results in an aggregate parcel total of less than twenty (20), and excess impervious surface has been assigned to any permissible **Community Amenity**, then the remaining impervious surface that would have been assigned to those subdivisions shall be extinguished.

If Subdivision occurs as allowed under Paragraph 5(A)(I) and requires surfaced entry roads per the Beaufort County Zoning and Development Codes Ordinance (ZDSO), impervious surface shall be permitted only to the extent as to comply with the code. Grantor shall give Grantee notice of its requirement to surface entry roads. (See Section 5 (H)).

II. **No Residential Structure, Related Outbuilding, or Agricultural Structure** shall exceed forty (40) feet in **Building Height**.

III. **Residential Structures** shall be limited to a maximum twenty (20) new **Main Houses**, with one such house allowed to be constructed on each newly subdivided parcel as provided for in Section 5 (A) above. Each new **Main House** may have one (1) **Secondary House** provided that common ownership, use, orientation and proximity remains consistent with that of the **Main House**, and is connected through common construction. **Secondary Houses** shall be limited to fifteen hundred heated (1500) square feet in size. Under no circumstances can **Secondary Houses** be leased, rented or conveyed, and shall remain an exclusive extension of the **Main House**, for use as temporary accommodations for guests of the property owner or lessee.

IV. **Related Outbuildings and Agricultural Structures** shall be permitted, provided that the square footage of all **Impervious Surfaces** on the Protected Property does not exceed the allowance stated in Paragraph 5(B)(I).

V. Other than permitted **Residential Structures**, no other structure on the Protected Property shall be used as a temporary or permanent dwelling for human beings.

VI. Docks.

(a) A maximum of five (5) docks providing access to Pocatigo River or its tributaries may be constructed, maintained, repaired, improved, or replaced,

provided it shall be restricted to primarily natural or non-reflective materials, be limited to one (1) walkway per dock no more than six (6) feet wide. Each dock is entitled to a pier head - fixed or floating - for a maximum of five (5) pier heads. A maximum of two hundred and fifty (250) linear feet of floating platform in the aggregate may be allocated at the Grantor's discretion. At no time shall floating platforms on the Pocotaligo River or its tributaries exceed two hundred and fifty (250) linear feet. Docks may be used as community docks. All docks are subject to OCRM regulations and standards.

(b) New docks shall be constructed in the four (4) dock corridors identified in the **Land Conservation Plan**. Each dock corridor shall be allocated a maximum of one dock.

(c) Plantation C as identified on the **Land Conservation Plan** may elect to utilize the existing dock and boat ramp or construct a new dock within its prescribed dock corridor per the **Land Conservation Plan**. If the Grantor elects to construct a new dock within the dock corridor, the existing dock shall be removed and the site restored to its natural condition.

(d) Any and all dock use, construction, improvement, modification and/or repair shall be limited to landowners' personal recreational use. Dock lease, rental or commercial uses are strictly prohibited. Dock use is strictly tied to land ownership and cannot be separated through deed, grant, devise or any other conveyance

(e) Liveaboards, houseboats or any other maritime or floating vessel utilized for human habitation are strictly prohibited at private and community docks.

(f) Neither Grantor nor Grantor's agents, shall make application for any permit or construct any improvements or permit any third party to make application for any permit or construct improvements or permit the Protected Property to access any improvements which would result in a violation of the foregoing provisions, including, but not limited to, the construction of any docks within the deemed extension of the property lines extending to Pocotaligo River or a tributary, except as expressly permitted, herein.

(g) Grantor may allocate docks, pier heads, and linear feet of floating platform among such **Subdivided Tracts** at the time of each **Subdivision** with such allocation being specifically described and noted in the deed transferring ownership of any **Subdivided Tract**. Grantor shall give Notice to Grantee of any **Subdivision**.

VII. **Boat Ramp**. Two (2) boat-launching ramps providing access to Pocotaligo River may be constructed, maintained, repaired, improved, or replaced if permissible per DHEC-OCRM regulations. In the event that the Grantor elects

to divest Plantation A to Beaufort County per Section 5(A)(III) above, that subdivision shall retain the right to construct, maintain, repair, improve or replace the existing boat ramp. Only one ramp shall be permitted on the Pocotaligo River. The existing ramp on Stoney Creek shall have no community or public access.

VIII. Towers. There shall be no towers on the Protected Property, except Grantor retains the right to construct, maintain, and improve wildlife observation towers (and/or shooting range towers) not to exceed twenty-five (25) feet in height.

(C) Buffer. In order to provide an aesthetic and ecological transition zone between permitted structures and waterways, there shall be no Impervious Surface, structures (other than permitted docks or boat ramp), nor new roads (other than those necessary to access permitted docks and boat ramp) on that portion of the Protected Property within two hundred (200) feet of the Pocotaligo River and its tributaries OCRM critical line.

(D) Habitat Conservation Areas. The following areas, identified in the Habitat Conservation Plan and described in the Baseline Documentation Report, shall be subject to the following restrictions:

Marshland Conservation Area. Within these designated areas of the Habitat Conservation Plan, no activity shall occur, including but not limited to: roads, structures, impervious surfaces, agrichemicals, and Forest Management Practices, excepting Dock construction as provided for in Section 5(B)(VI).

Maritime Conservation Area. Within these designated areas on the Habitat Conservation Plan, the following uses are *strictly prohibited*: roads; residential and nonresidential structures; any and all impervious surfaces; agrichemicals; Forest Management Practices - excepting forest management to provide for the linear view corridor as described in the Land Conservation Plan; Agricultural Activities; and any activity that would compromise the Conservation Values. The purpose of these conservation areas is to protect important wildlife habitat areas which support bird rookeries and various other wildlife species as well as the riverine viewshed. Native flora must be maintained in its natural state excepting the right to engage in selective thinning and underbrushing on plantings 2" caliper and less, and tress can be limbed to open view corridors to the river.

Maritime Conservation Setback. Within these designated areas on the Habitat Conservation Plan, the following uses are *prohibited*: roads; impervious surfaces; agrichemicals; residential and non-residential structures; and any activity that would compromise the Conservation Values. Owner may undertake Forest Management Practices insofar as management maintains native flora to the greatest extent practicable and/or creates a re-establishment plan for native flora, and ultimately does not impair the Conservation Values.

Habitat Conservation Area. Within these designated areas on the **Habitat Conservation Plan**, roads, impervious surfaces, residential and non-residential structures are permitted to the extent that any use or activity does not impair the **Conservation Values**. Residential density shall be limited to a net density of one-unit-per-twenty-acres (1:20). Subdivision, density and other residential uses shall be represented in the **Land Conservation Plan. Forest Management Practices** within these areas shall be exercised in a manner that maintains wildlife habitat, wetlands and unique ecological features.

Habitat Restoration Area. Within these designated areas on the **Habitat Conservation Plan**, roads, impervious surfaces, residential and non-residential structures are permitted to the extent that any use or activity does not impair the **Conservation Values**. Residential density shall be limited to a net density of one-unit-per-ten-acres (1:10). Subdivision, density and other residential uses shall be represented in the **Land Conservation Plan. Forest Management Practices** within these areas shall be exercised in a manner that maintains the **Conservation Values**. These areas are appropriate for the implementation of restoration ecology practices or other habitat and native flora enhancement practices or programs.

Wetland Conservation Area. Within these designated areas on the **Habitat Conservation Plan** the following uses are **strictly prohibited**: roads; residential and nonresidential structures; any and all impervious surfaces; agrichemicals; and any activity that would compromise the **Conservation Values**. The purpose of these conservation areas is to protect important wetland habitat areas which support bird rookeries, amphibians and various other wildlife species. **Forest Management Practices** in these areas shall be exercised in consultation with **Grantee**, approval of which shall not be unreasonably withheld.

Cultural Preservation Area. Within these designated areas on the **Habitat Conservation Plan**, the following uses are **strongly discouraged**: roads; residential and non-residential structures; any and all impervious surfaces. Any use or activity that will impair the cultural or archeological values present in these areas shall be fully mitigated. Activities and uses in these areas are also subject to the provisions of Section 5 (K) below.

Notwithstanding the provisions of the above Conservation Areas, **Grantor** reserves the right to cut any tree, in accordance with applicable county, state, and federal regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

(E) **Industrial Uses.** There shall be no industrial uses, activities, or structures. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any industrial uses or activities.

(F) **Commercial Uses.** There shall be no commercial uses, activities or structures, other than home-based business, Agricultural Activity and those uses

specifically permitted under this Section 5, without prior **Approval** by the **Grantee**. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any commercial uses or activities not permitted in this Easement.

(G) **Services**. Construction of water wells, septic systems, and utility services, is limited to serve the allowed uses in Paragraph 5, subject to all applicable federal, state and local laws and regulations. Fuel storage tanks are limited to above ground liquid fuel storage tanks and/or underground gas fuel (not liquid) storage tanks to serve the allowed uses in Paragraph 5, subject to all applicable federal, state, and local laws and regulations.

(H) **Roads**. Roads shall be limited to those required to facilitate the uses permitted by this Easement, provided Grantor shall use existing roads wherever possible and provided there shall be no paving of any road with non-permeable materials except as may be required by governmental authority. Maintenance of roads and roadside ditches shall be limited to standard practices for non-paved roads. Impervious roadways required by governmental entities will not count toward impervious surface totals.

(I) **Landscaping**. Landscaping shall be limited to the management of vegetation associated with the uses provided for in Paragraph 5, including but not limited to, mowing, pruning, trimming, and gardening. Further restricting non-native landscaping would be acceptable and supported by Grantee.

(J) **Signs**. Signs shall be placed so as to minimally impact the scenic view as seen from any public roadway or waterway.

(K) **Archeological and Paleontological Digs: Artifacts and Fossils**. Any and all archeological sites identified in the Cultural Resources Survey and Addendum and shown on the Habitat Conservation Plan shall be preserved. Any exercise of a reserved right in a designated archeological site, or any use or activity that would compromise the integrity of the archeological site(s), shall be fully mitigated. Any archeological or paleontological site shall, upon completion of any excavation, be returned to, or as close as possible to, its previous state, unless the site is to be maintained in an excavated condition for interpretive purposes related to education. All artifacts or fossils located on the Protected Property must be preserved and retained on the Protected Property or contributed to a recognized and accredited museum or educational institution. The sale of artifacts or fossils is prohibited, except for sale of items of a financial nature, such as coins or gold or silver bars or other forms of current or historical legal tender.

(L) **Forestry Uses**. Forestry Uses are limited to those **Forest Management Practices** defined in the **Forest Management Plan** that follow Best Management Practices as promulgated by the South Carolina Forestry Commission. Clear cuts shall be limited to five (5) areas of no more than ten (10) acres each per year. Notwithstanding the above, Grantor reserves the right to cut any tree, in accordance with applicable county, state, and federal regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or

when a permitted structure is in danger. Sound silviculture practices – that manage but do not devastate the property and its inherent natural resource and conservation values – shall be utilized, with particular attention given to the integrity of the Wetland Conservation Areas, Habitat Conservation Areas, Maritime Conservation Setback and Maritime Conservation Areas as identified on the **Habitat Conservation Plan and Baseline Documentation Report**. Grantee shall be notified of any **Forest Management Practices**, authorization of which shall not be unreasonably withheld.

(M) Significant Trees. Significant trees shall not be cut or destroyed and there shall be no activities that endanger the health or survival of **Significant Trees** without **Approval**.

Notwithstanding the above, Grantor reserves the right to cut any tree, in accordance with applicable county, state and federal regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger. Grantor shall request authorization from Grantee, which shall not be unreasonably withheld.

(N) Agricultural Uses. **Agricultural Activities** are restricted to the scientifically based practices, currently in use at the time of the implementation of such activities, recommended by the South Carolina Cooperative Extension Service, the United States Natural Resources Conservation Service, their successors or other entities. Grantor and Grantee recognize that changes in agricultural technologies, including accepted management practices, may result in an evolution of **Agricultural Activities**. Such evolution shall be permitted so long as it is consistent with the Purposes.

(O) Pond(s). Enlargement of existing or construction of new Pond(s) shall be limited in size to ten (10) acres in the aggregate, and shall be in compliance with all applicable local, state and federal statutes and regulations. The sale of soil, sand, gravel or other materials produced in connection with the enlargement or construction of Pond(s) is strictly prohibited, as in accordance with Paragraph 5(Q) Mining and Paragraph 5(F) Commercial Uses. All proposed activities must comply with the Purposes as outlined in Paragraph 1.

(P) Impoundment(s). Grantor reserves the right to create, improve, repair, replace or maintain new or existing and/or historic wetland impoundments, green tree reservoirs, dikes, ditches and water control structures, subject to all applicable local, state and federal statutes and regulations. Impoundments are recognized by the Grantor and Grantee as beneficial to waterfowl and other wetland dependent plants and animals.

(Q) Mining. Mining and recovery of any oil, gas or minerals is permitted, provided, they are restricted to extraction methods in accordance with Code §170(h) (5)(B) prohibiting surface mining and the requirement that, following the mining activity, the site is returned to, or as closely as possible to, its previous state.

(R) Topography and Hydrology. There shall be no alteration of the topography or hydrology, unless otherwise provided for in Paragraph 5.

(S) Refuse. There shall be no placing of refuse, vehicle bodies or parts, or junk not generated on the Protected Property.

6. Third Party Activities. The Grantor shall keep the Grantee reasonably informed as to activities being conducted on the Protected Property which are within the scope of this Easement and as to the identity of any third parties who are conducting or managing such activities. The Grantor shall ensure that all third parties who are conducting activities relating to permitted uses of the Protected Property are fully and properly informed as to the restrictions and covenants contained within this Easement which relate to such uses, including without limitation, the provisions of this Paragraph and of Paragraphs 4 and 5.

7. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, the Grantee shall notify the Grantor of the violation (hereinafter, "First Notice") and request voluntary compliance. In the event that voluntary compliance is not agreed upon within ninety (90) days of receipt of First Notice, the Grantee shall give written notice to Grantor of such violation (hereinafter, "Second Notice") and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purposes, to restore the portion of the Protected Property so injured.

If Grantor fails to cure the violation within sixty (60) days after receipt of Second Notice thereof from Grantee (or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if Grantor shall fail to begin curing such violation within said sixty (60) day period, or fail to continue diligently to cure such violation until finally cured), Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for the loss of the Conservation Values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may either apply any damages recovered to the cost of undertaking any corrective action on the Protected Property or may apply any damages recovered towards activities relating to monitoring and enforcing compliance with the terms of this Easement and other similar conservation easements.

If Grantee, in its sole but reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, Grantee may pursue its legal and equitable remedies under this Paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire.

Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that if Grantee's remedies at law for any violation of the terms of this Easement are inadequate, the Grantee shall be entitled to seek the injunctive relief described in this Paragraph, both prohibitive and mandatory in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8. Costs of Enforcement. If Grantee prevails in any action to enforce the terms of this Easement, any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation, costs of suit and reasonable attorneys' fees, and any reasonable costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, any costs incurred by Grantor, including Grantor's cost of the suit (which includes reasonable attorney's fees) shall be borne by Grantee. If Grantor is successful in any action to enforce the terms of its easement, it may petition the Grantee to transfer the conservation easement to a like-minded conservation organization experienced in conservation easements that fulfills the purpose of the easement in keeping with the Internal Revenue Code.

9. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the reasonable discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

10. Grantor Environmental Warranty. The Grantor warrants that it has no knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property and promises to defend and indemnify the Grantee against all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.

11. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, trespass by third parties, fire, hurricane, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

12. Access. No right of public access to any portion of the Protected Property is conveyed by this Easement, except as expressly provided herein, and provided that executing this conservation easement, Grantor specifically grants in perpetuity to the Beaufort County Open Land Trust and its successors the right of access in order to fulfill its monitoring response under this conservation easement.

13. Costs, Liabilities, and Taxes. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including, but not limited to, clean up or remediation costs due to chemical contamination and the maintenance of general liability insurance coverage.

Each party agrees to release hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of the activities of the indemnifying party on the Protected Property.

14. Extinguishment, Condemnation and Fair Market Value. If circumstances arise in the future that render all of the Purposes impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. In the event of such termination, the Grantee and Beaufort County, as Backup Grantee (as hereinafter defined) and as the funding entity for the purchase of this Conservation Easement, shall be entitled to a portion of the gross sales proceeds in the event of any subsequent sale or exchange (which must be based upon a qualified appraisal of all property interests being transferred), condemnation, or involuntary conversion of the portion of the Protected Property that is no longer subject to the Easement. The portion payable to the Grantee and Beaufort County shall be Sixteen and sixty-six hundredths (16.66%) percent of the gross sales proceeds, minus any amount attributable to the value of improvements made after the date of this grant and allowed under the Conservation Easement, which amount shall be reserved to Grantor

For the purpose of the above Paragraph, the parties hereto stipulate that the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. All proceeds received by Grantee shall be used in a manner consistent with the Purposes of this grant. This provision is not intended to violate the provision required by Code §170(b)(2)(C) that requires the Easement to be granted in perpetuity.

15. Limitations on Amendment. If unforeseen circumstances arise, including any change or modification to state or federal laws or regulations especially as they relate to the Code, under which an amendment to, or modification of, this Easement would be appropriate to clarify any ambiguities or to maintain or enhance the Conservation Values, Grantor and Grantee may, by mutual written agreement, jointly amend this Easement. No amendment shall be allowed which would adversely affect the "tax exempt" status of the Grantee under any applicable laws, including §501(c) (3) of the Code and Treasury

Regulations promulgated thereunder. Any such amendment shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be constructed on the Protected Property other than development or improvements permitted by this Easement on its effective date, and shall not permit any impairment of the Conservation Values. Grantor and Grantee agree to a reasonable consideration of any such proposed amendment, however, neither Grantor nor Grantee shall be bound to agree to any amendment. Any such amendment shall be recorded in the official land records of Beaufort County, South Carolina.

16. Assignment. The benefits of this Easement shall not be assignable by the Grantee, except (i) if as a condition of any assignment, the Grantee requires that the terms and conditions of this Easement continue to be carried out in full as provided herein, (ii) the assignee has a commitment to protect the Purposes and the resources to enforce the restrictions contained herein, (iii) if the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law as an eligible donee to receive this Easement directly, and (iv) if the assignee is approved by the Grantor, which approval shall not be unreasonably withheld. In the event that Grantee ceases to exist or exists but no longer as a tax-exempt, nonprofit corporation, qualified under §§501(c) (3) and 170(h) (3) and not a private foundation under §509(a) of the Code, then this Easement shall be assigned to Beaufort County, a political subdivision of the State of South Carolina (the "Backup Grantee"). The Grantee shall not assign this Easement to a governmental entity without the prior written consent of the Grantor except as provided in this paragraph. In the event Beaufort County refuses to accept this Easement, then this Easement shall be assigned to another qualified organization (as defined in 170(h) of the Code) designated by the court.

17. Transfers. Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. The Grantor shall give the Grantee Notice of any change of possession, ownership or control of the Protected Property within thirty (30) days of such change, including without limitation notice of any transfer, lease, or sale of all or a part of the Protected Property. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

18. Communication. All Notices, demands, requests, consents, Approvals, offers, statements, and other instruments or communications required or permitted to be given hereunder (individually or collectively "Correspondence") shall be deemed sufficiently given or rendered only if in writing delivered personally, sent by a nationally recognized overnight courier or sent by United States Postal Service first class certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Grantor:

James W. Terry
124 Verdae Blvd. - Suite 104
Greenville, SC 29607

If to Grantee:

Beaufort County Open Land Trust
P.O. Box 75
Beaufort, SC 29902

With a Copy to Backup Grantee:

Thomas A. Bendle, Jr.
Howell, Gibson & Hughes, PA
P.O. Box 40
Beaufort, SC 29901

*Attorney for Backup Grantee:
Beaufort County*

or to such other person or place as a party may designate by Correspondence as aforesaid. Correspondence by mail or overnight courier service shall be deemed given on the date of receipt as shown on the return receipt, or receipt or records of the courier service, as the case may be. In the event any such Correspondence is mailed via the United States Postal Service or shipped by overnight delivery service to a party in accordance with this Section 18 and is returned to the sender as undeliverable, then such Correspondence shall be deemed to have been delivered or received on the third day following the deposit of such Correspondence in the United States Mail or the delivery of such Correspondence to the overnight delivery service.

19. Recordation. Grantee shall record this instrument in timely fashion in the RMC Office for Beaufort County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Easement.

20. Effective Date. Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Easement is recorded in the RMC Office for Beaufort County, South Carolina; after all required signatures have been affixed hereto.

21. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of South Carolina.

22. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to uphold the Purposes. If any provision in this instrument is found to be ambiguous, an

interpretation consistent with the Purposes that would render the provision valid should be favored over any interpretation that would render it invalid.

23. **Severability.** If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid the remainder of the provisions of this Easement shall not be affected thereby.

24. **Baseline Documentation.** Grantee acknowledges, by its acceptance of the Easement, that Grantor's historical and present uses of the Property are compatible with the Purposes of the Easement. To establish a present condition of the Conservation Values so as to be able to properly monitor future uses of the Property and insure compliance with the terms hereof, Grantee has prepared or caused to be prepared the **Baseline Documentation Report**. The Baseline Documentation shall be used to assist in establishing the condition of the Property as of the date of this Easement. The Grantee reserves the right to supplement and record notice of the supplemental Baseline Documentation prior to December 31, 2012. Grantor and Grantee acknowledge and agree that in the event a controversy arises with respect to the nature and extent of Grantor's historical and present use of the physical condition of the Property subject to the Easement as of the date hereof, the parties may look beyond the Baseline Documentation, if necessary, to other relevant or material documents, surveys, reports, and other evidence showing conditions at the time of execution of this Easement to assist in the resolution of the controversy.

25. **Entire Agreement.** The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to, the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Protected Property. All terms used in this Easement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Easement, any Section, Subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

TO HAVE AND TO HOLD unto Grantee forever.

By execution of this Easement, the Grantee accepts this Easement and the rights and obligations recited herein.

GRANTOR HEREBY WARRANTS and represents that, except for land lying below the mean high water mark, as to which title is not warranted, the Grantor is seized of the Protected Property in fee simple and has good right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any, and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands to multiple duplicate original copies of this Easement under seal on the day and year first above written.

WITNESSES:

GRANTOR :
HOLLINGSWORTH FUNDS, INC.

W. Kendall
Russell

James W. Terry
James W. Terry Its: President

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF GREENVILLE)

The foregoing instrument was acknowledged this 1st day of August, 2012, before me the undersigned Notary, and I do hereby certify that the above named James W. Terry, Jr. personally appeared before me and acknowledged the due execution of the foregoing instrument.

Arenda R. Hall
(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: 04-29-14

WITNESSES:

GRANTOR:

BUCKFIELD PLANTATIONS, LLC

W. Keith Hall

Paul H. James

James W. Terry, Jr.

By: *James W. Terry, Jr.*
Its: *Manager*

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF GREENVILLE)

The foregoing instrument was acknowledged this 1st day of August, 2012, before me the undersigned Notary, and I do hereby certify that the above named James W. Terry, Jr. personally appeared before me and acknowledged the due execution of the foregoing instrument.

Brenda R. Hall

(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: 04/29/14

WITNESSES:

GRANTEE:

BEAUFORT COUNTY OPEN LAND TRUST

T. Budge

William D. Moore
By:
Its: President

Kelsey A. Hopkins

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this 2nd day of August, 2012, before me the undersigned Notary, and I do hereby certify that the above named duly authorized officers of the Grantee personally appeared before me and acknowledged the due execution of the foregoing instrument.

Kelsey A. Hopkins
(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: 3/31/2022

WITNESSES:

BACK UP GRANTEE:
BEAUFORT COUNTY

T. Bando
Kathy A. Hopkins

Bryan Hill
By: Bryan Hill
Its: Deputy Administrator

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

The foregoing instrument was acknowledged this 2nd day of August 2012, before me the undersigned Notary, and I do hereby certify that the above named Bryan Hill as Deputy Administrator for Beaufort County personally appeared before me and acknowledged the due execution of the foregoing instrument.

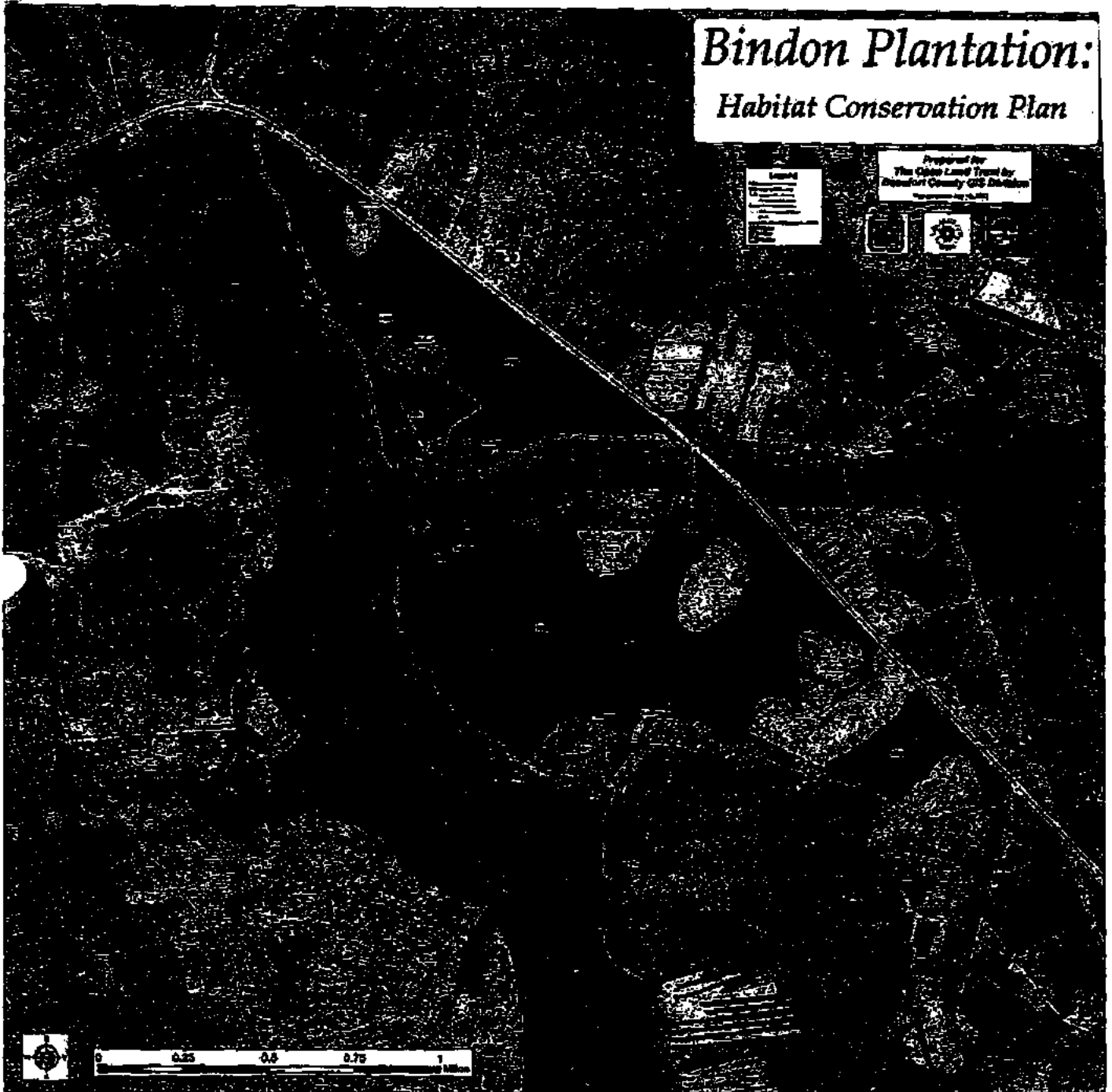
Kathy A. Hopkins
(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: 3-2-2022

**EXHIBIT A
PROPERTY DESCRIPTION**

All that certain piece, parcel or tract of land being shown and designed as 935.40 acres more or less of uplands, 381.65 acres more or less of marshland for total acreage of 1,317.05, more or less and being shown on a plat prepared by TGS Land Surveying dated August 1, 2003 and revised October 21, 2003 and titled as "A Boundary Survey of Binden Plantation, Northwest of Sheldon, Beaufort County, South Carolina and recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 99 at Page 39". For a more complete description as to metes, bounds, courses and distances reference is made to the above referenced plat of record.

TMP: 710-12-2
710-11-5
710-12-1A

**EXHIBIT B
HABITAT CONSERVATION PLAN**



Habitat Conservation Areas

Marshland Conservation Area. Within these designated areas of the Habitat Conservation Plan, no activity shall occur, including but not limited to: roads, structures, impervious surfaces, agrichemicals, and **Forest Management Practices**, excepting Dock construction as provided for in Section 5(B)(VI) of the conservation easement.

Maritime Conservation Area. Within these designated areas on the Habitat Conservation Plan, the following uses are *strictly prohibited*: roads; residential and non-residential structures; any and all impervious surfaces; agrichemicals; **Forest Management Practices** - excepting forest management to provide for the linear view corridor as described in the Land Conservation Plan; **Agricultural Activities**; and any activity that would compromise the Conservation Values. The purpose of these conservation areas is to protect important wildlife habitat areas which support bird rookeries and various other wildlife species as well as the riverine viewshed. Native flora must be maintained in its natural state excepting the right to engage in selective thinning and underbrushing on plantings 2" caliper and less, and tress can be limbed to open view corridors to the river.

Maritime Conservation Setback. Within these designated areas on the Habitat Conservation Plan, the following uses are **prohibited**: roads; impervious surfaces; agrichemicals; residential and non-residential structures; and any activity that would compromise the Conservation Values. Owner may undertake **Forest Management Practices** insofar as management maintains native flora to the greatest extent practicable and/or creates a re-establishment plan for native flora, and ultimately does not impair the Conservation Values.

Habitat Conservation Area. Within these designated areas on the Habitat Conservation Plan, roads, impervious surfaces, residential and non-residential structures are permitted to the extent that any use or activity does not impair the Conservation Values. Residential density shall be limited to a net density of one-unit-per-twenty-acres (1:20). Subdivision, density and other residential uses shall be represented in the Land Conservation Plan. **Forest Management Practices** within these areas shall be exercised in a manner that maintains wildlife habitat, wetlands and unique ecological features.

Habitat Restoration Area. Within these designated areas on the Habitat Conservation Plan, roads, impervious surfaces, residential and non-residential structures are permitted to the extent that any use or activity does not impair the Conservation Values. Residential density shall be limited to a net density of one-unit-per-ten-acres (1:10). Subdivision, density and other residential uses shall be represented in the Land Conservation Plan. **Forest Management Practices** within these areas shall be exercised in a manner that maintains the

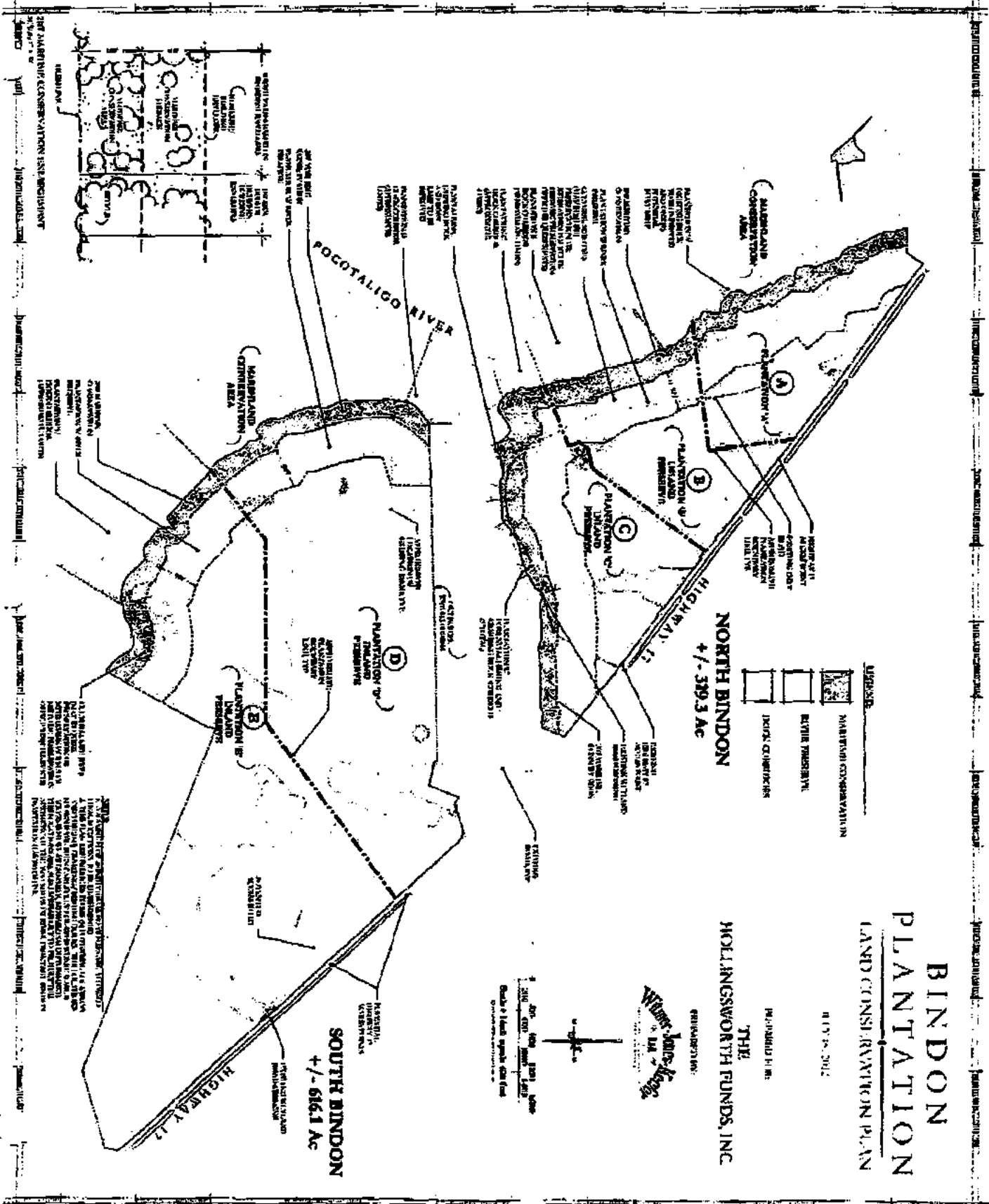
Conservation Values. These areas are appropriate for the implementation of restoration ecology practices or other habitat and native flora enhancement practices or programs.

Wetland Conservation Area. Within these designated areas on the Habitat Conservation Plan the following uses are ***strictly prohibited***: roads; residential and non-residential structures; any and all impervious surfaces; agrichemicals; and any activity that would compromise the Conservation Values. The purpose of these conservation areas is to protect important wetland habitat areas which support bird rookeries, amphibians and various other wildlife species. **Forest Management Practices** in these areas shall be exercised in consultation with the Grantee, approval of which shall not be unreasonably withheld.

Cultural Preservation Area. Within these designated areas on the Habitat Conservation Plan, the following uses are ***strongly discouraged***: roads; residential and non-residential structures; any and all impervious surfaces. Any use or activity that will impair the cultural or archeological values present in these areas shall be fully mitigated. Activities and uses in these areas are also subject to the provisions of Section 5 (K) of the conservation easement.

**EXHIBIT C
LAND CONSERVATION PLAN**

EXHIBIT C
LAND CONSERVATION PLAN



BINDON
PLANTATION
 LAND CONSERVATION PLAN

THE
 HOLLINGSWORTH FUNDS, INC.



2017 MARSHLAND CONSERVATION PLAN REVISIONS

Water-Resistant - Land Construction Plus Summary July 18, 2012

Total Number of Units: 10
 Total Number of Units Sold: 10
 Total Number of Units Under Construction: 0
 Total Number of Units Available for Sale: 10
 Total Number of Units Reserved: 0
 Total Number of Units Offered: 10
 Total Number of Units Sold: 10
 Total Number of Units Under Construction: 0
 Total Number of Units Available for Sale: 10
 Total Number of Units Reserved: 0
 Total Number of Units Offered: 10

Unit #	Unit Type	Unit Status	Unit Price	Unit Area	Unit Location	Unit Description	Unit Remarks
1	1-Bedroom	Sold	140,000	1,100 sq ft	101	1-Bedroom, 1-Bath, 1-Carport	Unit 101, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
2	1-Bedroom	Sold	140,000	1,100 sq ft	102	1-Bedroom, 1-Bath, 1-Carport	Unit 102, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
3	1-Bedroom	Sold	140,000	1,100 sq ft	103	1-Bedroom, 1-Bath, 1-Carport	Unit 103, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
4	1-Bedroom	Sold	140,000	1,100 sq ft	104	1-Bedroom, 1-Bath, 1-Carport	Unit 104, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
5	1-Bedroom	Sold	140,000	1,100 sq ft	105	1-Bedroom, 1-Bath, 1-Carport	Unit 105, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
6	1-Bedroom	Sold	140,000	1,100 sq ft	106	1-Bedroom, 1-Bath, 1-Carport	Unit 106, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
7	1-Bedroom	Sold	140,000	1,100 sq ft	107	1-Bedroom, 1-Bath, 1-Carport	Unit 107, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
8	1-Bedroom	Sold	140,000	1,100 sq ft	108	1-Bedroom, 1-Bath, 1-Carport	Unit 108, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
9	1-Bedroom	Sold	140,000	1,100 sq ft	109	1-Bedroom, 1-Bath, 1-Carport	Unit 109, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
10	1-Bedroom	Sold	140,000	1,100 sq ft	110	1-Bedroom, 1-Bath, 1-Carport	Unit 110, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000

Unit #	Unit Type	Unit Status	Unit Price	Unit Area	Unit Location	Unit Description	Unit Remarks
11	1-Bedroom	Under Construction	140,000	1,100 sq ft	111	1-Bedroom, 1-Bath, 1-Carport	Unit 111, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
12	1-Bedroom	Under Construction	140,000	1,100 sq ft	112	1-Bedroom, 1-Bath, 1-Carport	Unit 112, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
13	1-Bedroom	Under Construction	140,000	1,100 sq ft	113	1-Bedroom, 1-Bath, 1-Carport	Unit 113, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
14	1-Bedroom	Under Construction	140,000	1,100 sq ft	114	1-Bedroom, 1-Bath, 1-Carport	Unit 114, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
15	1-Bedroom	Under Construction	140,000	1,100 sq ft	115	1-Bedroom, 1-Bath, 1-Carport	Unit 115, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
16	1-Bedroom	Under Construction	140,000	1,100 sq ft	116	1-Bedroom, 1-Bath, 1-Carport	Unit 116, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
17	1-Bedroom	Under Construction	140,000	1,100 sq ft	117	1-Bedroom, 1-Bath, 1-Carport	Unit 117, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
18	1-Bedroom	Under Construction	140,000	1,100 sq ft	118	1-Bedroom, 1-Bath, 1-Carport	Unit 118, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
19	1-Bedroom	Under Construction	140,000	1,100 sq ft	119	1-Bedroom, 1-Bath, 1-Carport	Unit 119, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
20	1-Bedroom	Under Construction	140,000	1,100 sq ft	120	1-Bedroom, 1-Bath, 1-Carport	Unit 120, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000

Unit #	Unit Type	Unit Status	Unit Price	Unit Area	Unit Location	Unit Description	Unit Remarks
21	1-Bedroom	Available for Sale	140,000	1,100 sq ft	121	1-Bedroom, 1-Bath, 1-Carport	Unit 121, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
22	1-Bedroom	Available for Sale	140,000	1,100 sq ft	122	1-Bedroom, 1-Bath, 1-Carport	Unit 122, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
23	1-Bedroom	Available for Sale	140,000	1,100 sq ft	123	1-Bedroom, 1-Bath, 1-Carport	Unit 123, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
24	1-Bedroom	Available for Sale	140,000	1,100 sq ft	124	1-Bedroom, 1-Bath, 1-Carport	Unit 124, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
25	1-Bedroom	Available for Sale	140,000	1,100 sq ft	125	1-Bedroom, 1-Bath, 1-Carport	Unit 125, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
26	1-Bedroom	Available for Sale	140,000	1,100 sq ft	126	1-Bedroom, 1-Bath, 1-Carport	Unit 126, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
27	1-Bedroom	Available for Sale	140,000	1,100 sq ft	127	1-Bedroom, 1-Bath, 1-Carport	Unit 127, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
28	1-Bedroom	Available for Sale	140,000	1,100 sq ft	128	1-Bedroom, 1-Bath, 1-Carport	Unit 128, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
29	1-Bedroom	Available for Sale	140,000	1,100 sq ft	129	1-Bedroom, 1-Bath, 1-Carport	Unit 129, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000
30	1-Bedroom	Available for Sale	140,000	1,100 sq ft	130	1-Bedroom, 1-Bath, 1-Carport	Unit 130, 1-Bedroom, 1-Bath, 1-Carport, 1,100 sq ft, 140,000

1. This is a preliminary listing of units for sale. The actual listing of units for sale will be published in the Water-Resistant - Land Construction Plus Summary. The actual listing of units for sale will be published in the Water-Resistant - Land Construction Plus Summary. The actual listing of units for sale will be published in the Water-Resistant - Land Construction Plus Summary.

EXHIBIT D
BASELINE DOCUMENTATION REPORT

STATE OF SOUTH CAROLINA)	
)	AFFIDAVIT OF TRUE CONSIDERATION
)	AND CLAIM FOR EXEMPTION FROM
COUNTY OF BEAUFORT)	RECORDING FEES

PERSONALLY APPEARED BEFORE ME, the undersigned who, being first duly sworn, deposes and says that the following is a true and correct statement concerning the consideration for the conveyance set forth below, and concerning any exemption claimed by the Filer under the laws of the State of South Carolina, or as otherwise provided by law.

1. I have read the information on this affidavit and I understand such information.
2. The property interest being transferred is located at: Binden Plantation, 935.40 acres of uplands and 381.65 acres of marshland, County of Beaufort, State of South Carolina. TMS: R710 012 000 0002 0000; R710 011 000 0005 0000; R710 012 000 001A 0000.
3. Check one of the following: The deed is:

(a) ___ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) ___ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) X exempt from the deed recording fee because (see Information section of affidavit): 12-24-40 (sub-section 2)

(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

(a) ___ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.

(b) _____ The fee is computed on the fair market value of the realty which is _____

(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes ___ or No ___ to the following: A lien or encumbrance existed on The land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes,"

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: _____

(b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)

(c) Subtract Line 6 (b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for Beaufort County

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

T. Bendle, Jr.
Responsible Person Connected with the Transaction
Thomas A. Bendle, Jr.

SWORN TO BEFORE
me this 3rd day of August, 2012

W. J. Phares
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 03-27-2022

ZONING DEPARTMENT

BINDON PLANTATION PUD

LEGEND

- BINDON PLANTATION PUD
- HIGHWAY CORRIDOR OVERLAY DISTRICT
- RIVER PROTECTION OVERLAY DISTRICT
- ROADS
- TOWN BOUNDARY

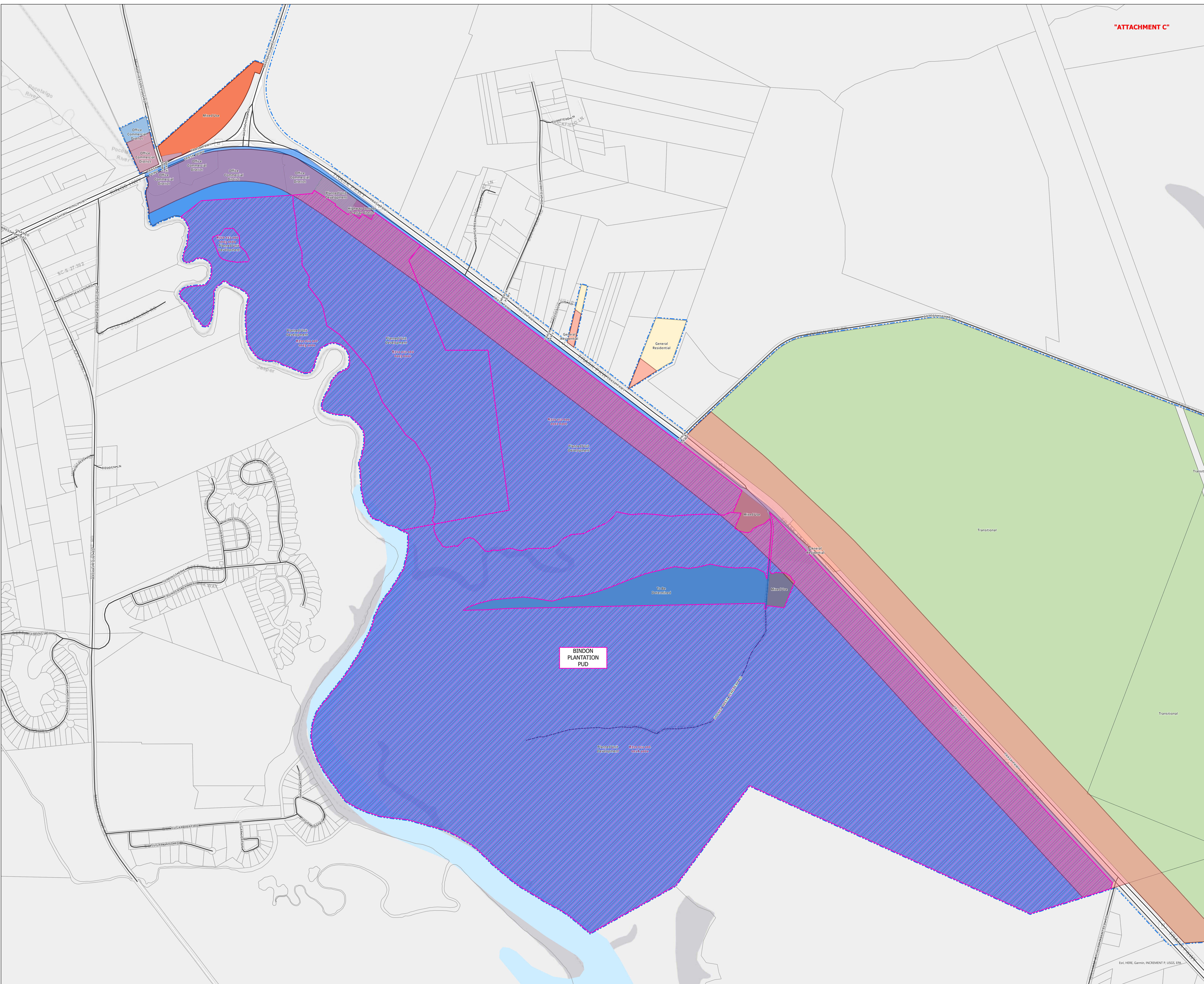
YEMASSEE ZONING

ZONING DESCRIPTION

- Agricultural
- Conservation
- General Residential
- Mixed Use
- Office Commercial District
- Planned Unit Development
- Telecommunications Tower
- Transitional
- Utility
- Village Commercial District
- To Be Determined
- Residential 1/4 Acre
- Residential 1/2 Acre
- Residential 1 Acre
- Regional Commercial District
- Light Industrial District
- Highway Corridor Overlay District
- General Residential Townhouse
- Conservation Preservation District
- Parcels - Beaufort

HYDROLOGY

- LAKE/POND
- RESERVOIR
- STREAM/RIVER
- COUNTIES
- Parcels - Jasper

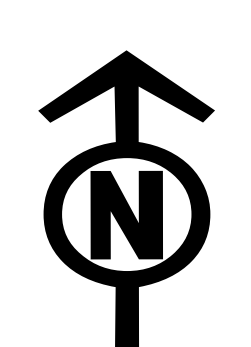
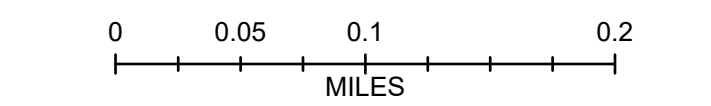


DATE CREATED: 6/1/2021

DATE UPDATED: 6/1/2021

PREPARED BY: SPATIAL ENGINEERING, INC.

CARTOGRAPHY BY: GOVI HINES, GISP



DISCLAIMER:
The GIS maps and data distributed by the Town of Yemassee are derived from a variety of public and private sector sources and are not guaranteed. The Town of Yemassee makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the Town of Yemassee or any agency, applicant, or employee thereof. Assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form.

Comments for Bindon Plantation - Town of Yemassee

1. Please confirm the approval date for the OCRM Survey
2. Please include the following information in the submittal as required by the SCDHEC CGP Guidelines:
 - a. Sediment and Erosion Controls need to be shown throughout the proposed disturbed area. (Section 3.2.6. II)
 - b. The narrative provided does not meet the standards shown in the CGP Standards. Please revise to show that they meet Standard 3.2.1
 - c. Runoff measures and conveyance measures need to be shown on the plans (Section 3.2.6. III)
 - d. Construction plans provided do not meet the standard presented in Section 3.2.9



Celebrating 50 Years of Land Protection

August 26, 2021

Town of Yemassee
C/O Matt Garnes
101 Town Circle
Yemassee, SC 29945

Please accept these comments on behalf of the Beaufort County Open Land Trust with regard to the Stoney Creek Development Plan at Bindon Plantation in Beaufort County, South Carolina.

The Open Land Trust holds a conservation easement on the entirety of Bindon, a 1,317-acre parcel that is in the town limits of the Town of Yemassee. The easement was granted by Hollingsworth Funds in 2012 to the Open Land Trust and financed through the Beaufort County Rural and Critical Lands Preservation Program. The conservation easement is in place for the protection of natural resources, scenic beauty, and open-space which provides critical wildlife habitat while maintaining and enhancing air and water quality and preserving the historical and cultural resources. We monitor the easement annually and will continue to monitor the easement annually in perpetuity to ensure the ultimate protection of the natural resources and water quality of the Pocatigo River and the Port Royal Sound.

Since 2012, the property has primarily been a rural recreation property with no development. The property has been listed for sale for several years. Over the past few months, we have been in contact with the current buyer, Chris Ramm, to ensure that his ownership and development plans are in line with the terms of the conservation easement. We recently received the August 12, 2021 version of the "Master Plan for Stoney Creek" and have reviewed it against our conservation easement.

- The conservation easement allows for 20 future subdivided lots with ~2.5 acre building areas each plus a shared area for community amenities that would be jointly owned by all future landowners.
- The easement restricts total impervious surface to 200,000 square feet total for the entire property. Impervious surfaces include any structure, paved surface/road, and/or constructed object that restricts water penetration into the soil.
- Permitted ponds may not exceed 10 acres in the aggregate.
- The easement permits a total of 5 docks, all subject to the standards and regulations set forth by Beaufort County and OCRM. Per the easement, no more than 250 linear feet of floating dock will be permitted.



The Board of Directors: Terry Murray *President*, Dean Moss *Vice President*, Al Segars *Secretary*, Katie C. Phifer *Treasurer*
Colden R. Battey, Jr., Patricia A. Denkler, Vernita F. Dore, Ashley Rhodes, Al Stokes, Thomas Tayloe, Beekman Webb
Executive Director: Kristin Williams **Founding Trustees:** Marguerite Broz, John M. Trask, Jr., Betty Waskiewicz

The August 12, 2021 Master Plan offers an appropriate development opportunity for its rural setting and conforms with all requirements of the Conservation easement, except for the dock allowances. Currently, 7 docks are shown on the master plan, however the easement will only be able to allow for a total of 5 docks. Additionally, the August 21, 2021 Master Plan shows each subdivided parcel will be allotted 10,000 sq ft of impervious surface which would use the maximum allotment of 200,000 sq ft. We have suggested that the individual lot impervious surface limit be reduced to allow for community amenity and storage impervious surfaces.

We will continue to review subsequent master plans and compare against easement terms.

If you have any questions regarding this project in relation to the Open Land Trust and its conservation easement, please feel free to contact us at 843-521-2175.

Respectively submitted,

A handwritten signature in black ink, appearing to read 'Kristin Williams', written in a cursive style.

Kristin Williams
Executive Director

"ATTACHMENT F"**Stoney Creek (Bindon) Clarifications**

Caylor Romines <caylor@openlandtrust.com>

Tue 8/31/2021 11:56

To: Matthew Garnes <mattgarnes@townofyemassee.org>

Matt,

Thanks for the call today, it was nice speaking with you. Below I will address both items we discuss on the phone which are related to docks/ramps and secondly dealing with non-members and commercial uses for the development at Bindon.

1. Docks and Ramps

- Section 5 (B) VI Docks (a) thru (g) - A maximum of five docks providing access to Pocotaligo River or its tributaries.
 - This means any and all docks on the property, including crabbing docks, whether they are new or pre-existing. Currently, two docks exist on the property. 250 linear floating platform in the aggregate still applies.
- Section 5 (B) VII Ramps
 - Two ramps are permitted to provide access to the Pocotaligo subject to DHEC-OCRM regulations.

2. Non-resident Members

- Section 4 (B) Hunting, Fishing, and Shooting Sports
 - This section of the easement states that family, partners, invitees, licensees, and lessees are permitted to hunt and fish on the protected property. This included those that lease or purchase hunting and/or fishing rights seasonally. Non-resident members would fall under this category as a lessee.
- Section 5 (F) Commercial Uses
 - This section states that there shall be no commercial uses, activities or structures, other than home-based business, agricultural activity and those uses specifically permitted. Since Section 4 (B) allows for the leasing of hunting and fishing rights, they would be exempt from this clause.

We would love the opportunity to come to the stakeholder meeting regarding this project next week, please let us know of any details and we will look forward to seeing you then. If you have any further questions, do not hesitate to reach out. If you can't catch me at the office, feel free to call my cell at 423-736-2645.

Thank you!

Caylor

Caylor G. Romines, Associate Wildlife Biologist®

Director of Stewardship

Beaufort County Open Land Trust

P.O. Box 75

Beaufort, SC 29901

Cell: (423) 736-2645

Office: (843) 521-2175
caylor@openlandtrust.com

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TOWN OF YEMASSEE

ZONING ORDINANCE

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ARTICLE I
AUTHORITY AND ENACTMENT CLAUSE

In pursuance of authority conferred by the General Statutes of *South Carolina Code Section 6-29-330* and for promoting health, safety, and general welfare of the community; lessening congestion in the streets, securing safety from fire, providing adequate light and air; providing for adequate transportation, water, sewerage, schools, parks, and other public improvements; protecting scenic and unique areas, in accordance with a *Comprehensive Plan*; the Town Council of the Town of Yemassee does ordain and enact into law the following Articles and Sections.

ARTICLE II
SHORT TITLE

The Ordinance shall be known and may be cited as *the Town of Yemassee Zoning Ordinance*.

**ARTICLE III
ESTABLISHMENT OF ZONING DISTRICTS**

Section 3.1 District Boundaries

The boundaries of the District given in *Article V* are shown on a map entitled *Official Zoning Map, Town of Yemassee*, which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be part of this Ordinance.

- 3.1.1 If, in accordance with the provisions of this Ordinance and 1976 *South Carolina Code of Laws*, changes are made in the District boundaries portrayed on the *Official Zoning Map*, such changes shall be referred to the Planning Commission and promptly entered on the *Official Zoning Map*.
- 3.1.2 The *Official Zoning Map* shall be located in the Town of Yemassee Town Hall and accurate replicas shall be located in all offices of the Hampton and Beaufort County Building Inspections Department.

Section 3.2 Interpretation Of District Boundaries

The boundaries between Districts are, unless otherwise indicated, either the centerline of streets, rights-of-way, lot or tract lines, or such lines extended.

Section 3.3 Annexation

Where town limit boundaries are proposed for change by virtue of annexation, the Town Council will request study and recommendations from the Planning Commission regarding proposed zoning classifications for the area to be annexed prior to referendum for such annexation.

**ARTICLE IV
APPLICATION OF DISTRICT REGULATIONS**

Section 4.1 Use Of Land Or Structures

No land or structures shall hereafter be constructed, erected, altered, moved, replaced, or subdivided except in conformity with all of the regulations specified for the District in which it is located.

- 4.1.1 No yard or lot existing at the time of passage of this Ordinance shall be reduced in area below the minimum requirements set forth for that District. Lots created after the effective date of this Ordinance shall meet at least the minimum requirements established for the District in which the lot is located.

- 4.1.2 Where a lot of record does not conform to the area requirements of this Ordinance, such a lot may nevertheless be used as a building site provided that said lot requirements are not reduced below the minimum specified for the District or use by more than twenty (20) percent and provided adequate sewage disposal facilities can be provided to serve the lot. Any lot requiring dimensional waivers of more than twenty (20) percent shall be submitted to the Zoning Board of Appeals for approval or denial.

- 4.1.3 Nonconforming uses are declared by this Ordinance to be incompatible with the Districts involved. However, to avoid undue hardship, the lawful use of any building or land use at the time of enactment of this Ordinance may be continued even though such use does not conform to the provisions of this Ordinance, except that the non-conforming building, use, or portions thereof shall not be:
 - A. Changed to another non-conforming use;
 - B. Reused or reoccupied after discontinuance of use or occupancy for a period of six (6) months or more;
 - C. Replaced or reestablished with a similar building or use after physical removal or relocations from its site after passage of this Ordinance;
 - D. Repaired, rebuilt, or altered after damage exceeding fifty (50) percent of its replacement cost at the time of destruction.

Reconstruction or repair, when legal, must begin within six (6) months after damage is incurred;

- E. Enlarged or altered in a way which increases its non-conformity; and
- F. Provided the use in no way violates a preexisting Ordinance or regulation of the Town of Yemassee.

- 4.1.4 Nothing in this Section shall be deemed to prevent strengthening or restoring to a safe condition any building or part thereof declared to be unsafe by any official with protecting the public safety, upon order of such official.

Section 4.2 Nuisances

See the Town Nuisance Ordinance adopted in the year of 2006

**ARTICLE V
REQUIREMENTS BY DISTRICT**

Section 5.1 Single-Family Residential 1 Acre [SF]

The Single-Family Residential District is designed to provide for homogeneous residential purposes. The intent of the District is to provide areas primarily for single-family detached dwellings, and to discourage any encroachment by uses which may be incompatible with such residential use.

5.1.1 Standards for the SF District

- A. Maximum density: One (1) dwelling units per acre.
- B. Minimum lot size: 43,560 square feet per dwelling unit.
- C. Maximum building height: Thirty Five (35') feet or three (3) stories, whichever is less; excluding church spires, belfries, cupolas, monuments, chimneys, flag poles.
- D. Minimum front yard setback: Fifty (50) feet from the street right-of-way line.
- E. Minimum side yard setbacks: Twenty Five (25) feet from lot lines.
- F. Minimum rear yard set back: Fifty (50) feet from rear property line.

5.1.2 Permitted Uses for the SF District

- A. Single-family detached dwelling.
- B. Civic provided that:
 - 1. The proposed use would not appreciably increase or detrimentally alter traffic patterns in the area;
 - 2. The use provides for adequate access and off-street parking arrangements in accordance with the *Development Standards Ordinance* and any other regulations relating to parking; and

3. The use meets the following site, building, and setback requirements:
 - a. Development of the site shall not exceed the surface coverage ratio of sixty-five (65) percent impervious to thirty-five (35) percent pervious. No more than sixty-five (65) percent of the lot area may be used for structures, parking, or otherwise be paved; minimum of thirty-five (35) percent of the lot area must be landscaped or otherwise maintained in landscaped natural vegetation;
 - b. Maximum building height: Thirty-five (35) feet; and
 - c. Minimum rear and side yard setbacks: Fifty (50) feet from lot line, except where the use abuts a residential District or residential use not separated by a right-of-way, a landscaped buffer at least ten (10) feet in width and including a visually solid screening device at least six (6) feet in height which extends across the length of the property is required.

C. Home occupation, provided:

1. There is no exterior evidence of the home occupation, with the exception of the provision of up to one (1) parking space for clients;
2. This parking space is sufficient to handle any home occupation-related parking needs;
3. There are no full-time associates or employees who are not members of the household;
4. No signs associated with the home occupation are displayed; and
5. The home occupation does not constitute a nuisance.

Section 5.2 Single-Family Residential 1/2 Acre [SF]

The Single-Family Residential District ½ acre is designed to provide for, homogeneous residential purposes. The intent of the District is to provide areas primarily for single-family detached dwellings, and to discourage any encroachment by uses which may be incompatible with such residential use.

5.2.1 Standards for the SF District

Maximum density: Two (2) dwelling units per acre.

- A. Minimum lot size: 21,780 square feet per dwelling unit.
- B. Maximum building height: Thirty Five (35') feet or three (3) stories, whichever is less; excluding church spires, belfries, cupolas, monuments, chimneys, flag poles.
- C. Minimum front yard setback: Thirty (30) feet from the street right-of-way line.
- D. Minimum side yard setbacks: Twenty Five (25) feet from lot lines.
- E. Minimum rear yard set back: Thirty (30) feet from rear property line.

5.2.2 Permitted Uses for the SF District

- A. Single-family detached dwelling.
- B. Civic provided that:
 - 1. The proposed use would not appreciably increase or detrimentally alter traffic patterns in the area;
 - 2. The use provides for adequate access and off-street parking arrangements in accordance with the *Development Standards Ordinance* and any other regulations relating to parking; and
 - 3. The use meets the following site, building, and setback requirements:

- a. Development of the site shall not exceed the surface coverage ratio of sixty-five (65) percent impervious to thirty-five (35) percent pervious. No more than sixty-five (65) percent of the lot area may be used for structures, parking, or otherwise be paved; minimum of thirty-five (35) percent of the lot area must be landscaped or otherwise maintained in landscaped natural vegetation;
 - b. Maximum building height: Thirty-five (35) feet; and
 - c. Minimum rear and side yard setbacks: Fifty (50) feet from lot line, except where the use abuts a residential District or residential use not separated by a right-of-way, a landscaped buffer at least ten (10) feet in width and including a visually solid screening device at least six (6) feet in height which extends across the length of the property is required.
- C. Home occupation, provided:
1. There is no exterior evidence of the home occupation, with the exception of the provision of up to one (1) parking space for clients;
 2. This parking space is sufficient to handle any home occupation-related parking needs;
 3. There are no full-time associates or employees who are not members of the household;
 4. No signs associated with the home occupation are displayed; and
 5. The home occupation does not constitute a nuisance.

Section 5.3 Single-Family Residential 1/3 Acre [SF]

The Single-Family Residential District 1/3 Acre is designed to provide for, homogeneous residential purposes. The intent of the District is to provide areas primarily for single-family detached dwellings, and to discourage any encroachment by uses which may be incompatible with such residential use.

5.3.1 Standards for the SF District

- A. Maximum density: Three (3) dwelling units per acre.
- B. Minimum lot size: 14,520 square feet per dwelling unit.
- C. Maximum building height: Thirty Five (35') feet or three (3) stories, whichever is less; excluding church spires, belfries, cupolas, monuments, chimneys, flag poles.
- D. Minimum front yard setback: Fifteen (15) feet from the street right-of-way line.
- E. Minimum side yard setbacks: Ten (10) feet from lot lines.
- F. Minimum rear yard set back: Ten (10) feet from rear property line.

5.3.2 Permitted Uses for the 1/3 SF District

- A. Single-family detached dwelling.
- B. Civic provided that:
 - 1. The proposed use would not appreciably increase or detrimentally alter traffic patterns in the area;
 - 2. The use provides for adequate access and off-street parking arrangements in accordance with the *Development Standards Ordinance* and any other regulations relating to parking; and
 - 3. The use meets the following site, building, and setback requirements:
 - a. Development of the site shall not exceed the surface coverage ratio of sixty-five (65) percent impervious to thirty-five (35) percent pervious. No more than sixty-five (65) percent of the lot area may be used for structures, parking, or otherwise be paved; minimum of thirty-five (35) percent of the lot area must be landscaped or otherwise maintained in landscaped natural vegetation;

- b. Maximum building height: Thirty-five (35) feet; and
 - c. Minimum rear and side yard setbacks: Fifty (50) feet from lot line, except where the use abuts a residential District or residential use not separated by a right-of-way, a landscaped buffer at least ten (10) feet in width and including a visually solid screening device at least six (6) feet in height which extends across the length of the property is required.
- C. Home occupation, provided:
- 1. There is no exterior evidence of the home occupation, with the exception of the provision of up to one (1) parking space for clients;
 - 2. This parking space is sufficient to handle any home occupation-related parking needs;
 - 3. There are no full-time associates or employees who are not members of the household;
 - 4. No signs associated with the home occupation are displayed; and
 - 5. The home occupation does not constitute a nuisance.

Section 5.4 Single-Family Residential 1/4 Acre [SF]

The Single-Family Residential District 1/4 Acre is designed to provide for, homogeneous residential purposes. The intent of the District is to provide areas primarily for single-family detached dwellings, and to discourage any encroachment by uses which may be incompatible with such residential use.

5.4.1 Standards for the SF District

- A. Maximum density: Three (4) dwelling units per acre.
- B. Minimum lot size: 10,890 square feet per dwelling unit.

- C. Maximum building height: Thirty Five (35') feet or three (3) stories, whichever is less; excluding church spires, belfries, cupolas, monuments, chimneys, flag poles.
- D. Minimum front yard setback: Fifteen (15) feet from the street right-of-way line.
- E. Minimum side yard setbacks: Ten (10) feet from lot lines.
- F. Minimum rear yard set back: Ten (10) feet from rear property line.

5.4.2 Permitted Uses for the 1/4 SF District

- A. Single-family detached dwelling.
- B. Civic provided that:
 - 1. The proposed use would not appreciably increase or detrimentally alter traffic patterns in the area;
 - 2. The use provides for adequate access and off-street parking arrangements in accordance with the *Development Standards Ordinance* and any other regulations relating to parking; and
 - 3. The use meets the following site, building, and setback requirements:
 - d. Development of the site shall not exceed the surface coverage ratio of sixty-five (65) percent impervious to thirty-five (35) percent pervious. No more than sixty-five (65) percent of the lot area may be used for structures, parking, or otherwise be paved; minimum of thirty-five (35) percent of the lot area must be landscaped or otherwise maintained in landscaped natural vegetation;
 - e. Maximum building height: Thirty-five (35) feet; and
 - f. Minimum rear and side yard setbacks: Fifty (50) feet from lot line, except where the use abuts a residential

District or residential use not separated by a right-of-way, a landscaped buffer at least ten (10) feet in width and including a visually solid screening device at least six (6) feet in height which extends across the length of the property is required.

- A. Home occupation, provided:
1. There is no exterior evidence of the home occupation, with the exception of the provision of up to one (1) parking space for clients;
 2. This parking space is sufficient to handle any home occupation-related parking needs;
 3. There are no full-time associates or employees who are not members of the household;
 4. No signs associated with the home occupation are displayed; and
 5. The home occupation does not constitute a nuisance.

Section 5.5. General Residential [GR]

The General Residential District is designed to provide for a variety of residential uses, including single-family, two (2) family and mobile home dwellings. The intent of the District is to provide areas primarily for residential uses, and to discourage any encroachment by uses which may be incompatible with such residential use.

5.5.1 Standards for the GR District

- A. Maximum density: Three (3) dwelling units per acre.
- B. Minimum lot size: 14,520 square feet per dwelling unit.
- C. Maximum building height: Thirty Five (35') feet or three (3) stories, whichever is less; excluding church spires, belfries, cupolas, monuments, chimneys, flag poles.

D. Minimum front yard setback: Five (5) feet from the street right-of-way line.

E. Minimum side and rear yard setbacks: Five (5) feet from lot lines.

5.5.2 Permitted Uses for the GR District

A. Single-family detached dwelling.

B. Church, civic, or institutional use, provided that:

1. The proposed use would not appreciably increase or detrimentally alter traffic patterns in the area;
2. The use provides for adequate access and off-street parking arrangements in accordance with the *Development Standards Ordinance* and any other regulations relating to parking; and
3. The use meets the following site, building, and setback requirements:
 - a. Development of the site shall not exceed the surface coverage ratio of sixty-five (65) percent impervious to thirty-five (35) percent pervious. No more than sixty-five (65) percent of the lot area may be used for structures, parking or otherwise be paved; minimum of thirty-five (35) percent of the lot area must be landscaped or otherwise maintained in landscaped natural vegetation;
 - b. Maximum building height: Thirty-five (35) feet. Church spires, belfries, cupolas, monuments, chimneys, flag poles cannot exceed the Thirty-five (35) feet requirement; and
 - c. Minimum rear and side yard setbacks: Five (5) feet from lot line, except where the use abuts a residential District or residential use not separated by a right-of-way, a landscaped buffer at least ten (10) feet in width and including a visually solid screening device at least six (6) feet in height which extends across the length of the property is required.

C. Home occupation, provided:

1. There is no exterior evidence of the home occupation, with the exception of the provision of up to one (1) parking space for clients;
2. This parking space is sufficient to handle any home occupation-related parking needs;
3. There are no full-time associates or employees who are not members of the household;
4. No signs associated with the home occupation are displayed;
and
5. The home occupation does not constitute a nuisance.

D. Family Day Care Home (See *Article X, Definitions*) as a home occupation in an occupied residence where child day care is regularly provided for no more than six (6) children as a Home Occupation in compliance with the provisions in *Section 5.2.2.C* above.

E. Two (2) family dwelling.

F. Mobile home dwelling provided the same is under skirted around its base with an appropriate material sufficient to provide a visual screen for the underpinnings of the mobile home.

Section 5.6 General Residential Townhouse [GRT]

The General Residential Townhouse District is designed to provide for a variety of residential uses, including single-family, two (2) family homes and Townhouse uses, otherwise known as Townhouse projects. The intent of the District is to provide areas primarily for residential uses, and to discourage any encroachment by uses which may be incompatible with such residential use.

5.5.1 Standards for the GRT District

- A. Maximum density: Three (3) dwelling units per acre with the exception of Townhouses.
- B. Minimum lot size: 14,520 square feet per dwelling unit with the exception of Townhouses.
- C. Maximum building height: Thirty Five (35') feet or three (3) stories, whichever is less; excluding church spires, belfries, cupolas, monuments, chimneys, flag poles.
- D. Minimum and Maximum front yard setback: Minimum Zero (0) and Maximum Fifteen (15) feet from the street right-of-way line.
- E. Minimum side yard setbacks: Ten (10) feet from lot lines.
- F. Minimum rear yard setbacks: Thirty (30) feet from the lot lines.
- G. Townhouse projects are allowed to share interior property lines provided that 20' setbacks shall be required on the end unit between Townhouse buildings; further provided that such projects (buildings) shall not exceed 600' parallel to the street providing principal access.
- H. Townhouse buildings cannot consist of more than Six (6) units per building or less than Four (4) units per building.
- I. Townhouse projects must contain parking between the buildings and the roadways.

5.5.2 Permitted Uses for the GRT District

- A. Single-family detached dwelling.
- B. Townhouse Developments
 1. The proposed use would not appreciably increase or detrimentally alter traffic patterns in the area;
 2. The use provides for adequate access and off-street parking arrangements in accordance with the *Development Standards Ordinance* and any other regulations relating to parking; and

3. Development of the site shall not exceed the surface coverage ratio of sixty-five (65) percent impervious to thirty-five (35) percent pervious. No more than sixty-five (65) percent of the lot area may be used for structures, parking or otherwise be paved; minimum of thirty-five (35) percent of the lot area must be landscaped or otherwise maintained in landscaped natural vegetation; and
 4. Maximum building height: Thirty-five (35) feet.
- C. Church, civic, or institutional use, provided that:
1. The proposed use would not appreciably increase or detrimentally alter traffic patterns in the area;
 2. The use provides for adequate access and off-street parking arrangements in accordance with the *Development Standards Ordinance* and any other regulations relating to parking; and
 3. The use meets the following site, building, and setback requirements:
 - a. Development of the site shall not exceed the surface coverage ratio of sixty-five (65) percent impervious to thirty-five (35) percent pervious. No more than sixty-five (65) percent of the lot area may be used for structures, parking or otherwise be paved; minimum of thirty-five (35) percent of the lot area must be landscaped or otherwise maintained in landscaped natural vegetation;
 - b. Maximum building height: Thirty-five (35) feet. Church spires, belfries, cupolas, monuments, chimneys, flag poles cannot exceed the Thirty-five (35) feet requirement; and
 - c. Minimum side yard setbacks: Ten (10) feet from lot line, except where the use abuts a residential District or residential use not separated by a right-of-way, a landscaped buffer at least ten (10) feet in width and including a visually solid screening device at least six (6)

feet in height which extends across the length of the property is required.

D. Home occupation, provided:

1. There is no exterior evidence of the home occupation, with the exception of the provision of up to one (1) parking space for clients;
2. This parking space is sufficient to handle any home occupation-related parking needs;
3. There are no full-time associates or employees who are not members of the household;
4. No signs associated with the home occupation are displayed; and
5. The home occupation does not constitute a nuisance.

E. Family Day Care Home (See *Article X, Definitions*) as a home occupation in an occupied residence where child day care is regularly provided for no more than six (6) children as a Home Occupation in compliance with the provisions in *Section 5.2.2.C* above.

G. Two (2) family dwelling with the exception of Townhouse Developments.

Section 5.7 Mixed Use [MU]

It is of special and substantial public interest to encourage residential and economic redevelopment of the older section of the town known as "The Olde Towne." It is, therefore, the intent of the Mixed Use (MU) District to encourage the formation of a compatible and economically healthy environment for

business, financial, service, and professional uses, which benefit from being located in close proximity to each other. Such general business purposes are encouraged in this Section to combine compatibility with residential use. Residential occupancy in this District is to be promoted and encouraged, either in separate buildings or in combination with office, retail, and service uses, and that such uses, in combination or not, shall be scaled and designed to serve both the livability and economic restructuring of the area. The District is designed for a low and medium density residential base, with small-scale office, commercial, and retail uses in renovated or replicated housing, a dynamic mix of uses linked by a common residential character. The Mixed Use (MU) District, thus, anticipates the desirability of mixing land uses and imposes standards to resolve problems associated with mixing, and eliminated the negative aspects of juxtaposing unlike land uses.

5.7.1 Standards for the Mixed Use District

A. Commercial or institutional uses:

1. Maximum Floor-Area Ratio: 0.33. To harmonize with the traditional scale of commercial buildings in the Olde Towne, new commercial buildings shall not contain more than three thousand five hundred (3,500) square feet of gross floor area.
2. Minimum lot area: The minimum lot size of at least one-third ($\frac{1}{3}$) acre (14, 520 square feet).
3. Minimum street frontage: Lots must have a minimum of forty (40) feet of frontage either on a street or on a back lane or shared driveway. However, houses served by rear lanes may front directly onto parks or greens, which shall have perimeter sidewalks. Also, flag lots must possess at least twenty-five (25) feet of frontage on a street.
4. Minimum lot width at building line: The minimum lot width at the building line shall be forty (40) feet.
5. Maximum building height: Thirty-five (35) feet or three (3) stories, whichever is less; excluding church spires, belfries, cupolas, monuments, chimneys, flag poles, water towers, or other structures not intended for human occupancy, with the exception of utility lines.
6. Front yard setback:

- a. Principle buildings: Twelve (12) feet minimum (but six (6) feet to front porches/steps, and twenty (20) feet maximum).
 - b. Attached garage (front-loaded): Twenty (20) feet minimum, no maximum.
 - c. Attached garage (side-loaded): Minimum ten (10) feet from street right-of-way, no maximum.
 - d. Detached garage (front-loaded): Minimum twenty (20) feet behind the front façade of the house.
7. Rear yard setback:
- a. Principal buildings: Thirty (30) feet minimum.
 - b. Accessory buildings: Five (5) feet minimum.
 - c. Rear-loaded garages (all): Minimum twenty (20) feet from paved edge of alley or lane, and nine (9) feet to the alley right-of-way.
8. Side yard setback:
- a. Principal buildings: Twenty (20) foot separation between principal building on adjacent lots; no side yard shall be required on one (1) side if the other side yard is at least twenty (20) feet.
9. The development of the site shall not exceed the surface coverage ratio of sixty-five (65) percent impervious to thirty-five (35) percent pervious. No more than sixty-five (65) percent of the lot area may be used for structures, parking, or otherwise be paved; minimum of thirty-five (35) percent of the lot area must be landscaped or otherwise maintained in the landscaped natural vegetation.

B. Residential Uses:

1. Maximum permitted use density: Three (3) dwelling units per acre.

2. Minimum permitted use lot area: The minimum lot area shall be 14, 520 square feet.
3. Minimum street frontage: Lots must have a minimum of forty (40) feet of frontage either on a street or on a back lane or shared driveway. However, houses served by rear lanes may front directly onto parks or greens, which shall have perimeter sidewalks. Also, flag lots must possess at least twenty-five (25) feet of frontage on a street.
4. Minimum lot width at building line: The minimum lot width at the building line shall be forty (40) feet.
5. Maximum building height: Thirty-five (35) feet or three (3) stories, whichever is less; excluding church spires, belfries, cupolas, monuments, chimneys, flag poles, water towers, or other structures not intended for human occupancy, with the exception of utility towers.
6. Front yard setback:
 - a. Principal buildings: Twelve (12) feet minimum (but six (6) feet to front porches/steps, and twenty (20) feet maximum).
 - b. Attached garage (front-loaded): Twenty (20) feet minimum, no maximum.
 - c. Attached garage (side-loaded): Minimum ten (10) feet from street right-of-way, no maximum.
 - d. Detached garage (front-loaded): Minimum twenty (20) feet behind the front façade of the house.
7. Rear yard setback:
 - a. Principal buildings: Thirty (30) feet minimum.
 - b. Accessory buildings: Five (5) feet minimum.

c. Rear-loaded garages (all): Minimum twenty (20) feet from paved edge of alley or lane, and nine (9) feet to the alley right-of-way.

8. Side yard setback:

a. Principal buildings: Twenty (20) foot separation between principal building on adjacent lots; no side yard shall be required on one (1) side if the other side yard is at least twenty (20) feet.

b. The Development of the site shall not exceed the surface coverage ratio of sixty-five (65) percent impervious to thirty-five (35) percent pervious. No more than sixty-five (65) percent of the lot area may be used for structures, parking, or otherwise be paved; minimum of thirty-five (35) percent of the lot area must be landscaped or otherwise maintained in the landscaped natural vegetation.

5.7.2 Permitted Uses for the Mixed Use District

A. Single-family detached dwelling.

B. All principal businesses must operate in a permanent structure. No principal business may operate in any non-permanent structure such as a tent, mobile unit, trailer, recreational vehicle, or other temporary building.

C. Church, civic, or institutional use, provided that:

1. The proposed use would not appreciably increase or detrimentally alter traffic patterns in the area;
2. The use provides for adequate access and off-street parking arrangements in accordance with the *Development Standards Ordinance* and any other regulations relating to parking; and
3. The development of the site shall not exceed the surface coverage ratio of sixty-five (65) percent impervious to thirty-five (35) percent pervious. No more than sixty-five (65) percent of the lot area may be used for structures, parking, or otherwise be paved; minimum of thirty-five (35) percent

of the lot area must be landscaped or otherwise maintained in the landscaped natural vegetation.

- D. Family Day Care Home (See *Article X, Definitions*) as a home occupation in an occupied residence where child day care is regularly provided for no more than six (6) children as a Home Occupation in compliance with the provisions in *Section 5.5.2.D* above.
- E. Group Day Care Home (See *Article X, Definitions*) as a home occupation in an occupied residence meeting the requirements in *Section 5.2.2.C* above, where child day care is regularly provided for seven (7) to twelve (12) children, as a special exception issued by the Zoning Board of Appeals, with conditions including:
1. A minimum lot size of at least one (1) acre (43,560 square feet);
 2. Proof of licensing and registration with the South Carolina Department of Social Services, including renewals every two (2) years;
 3. A site plan or plat, including floor plans, that includes adequate play areas, fencing, lighting, and driveway/child drop-off areas;
 4. Written agreement to allow outdoor play only between the hours of 8AM and 6PM;
 5. Certification that the facility is clearly incidental and subordinate to its use for residential purposes by its occupants, and shall under no circumstances change the residential character, thereof;
 6. No Group Day Care Home shall be conducted in any detached accessory building;
 7. The facility is compatible with the surrounding neighborhood based upon a consideration of the number of persons cared for, potential traffic and noise impacts, location of play, parking, loading and circulation areas, and lighting;

8. Adequate parking including one (1) parking space for the operator and each employee and one (1) additional space for each five (5) children. Parking demand generated by the use shall be met off the street and other than in a required front yard;
9. Signs must be non-illuminated, placed flat against the wall and not exceed one and one-half (1½) square feet in area; and
10. The Group Day Care Home shall be subject to all applicable Town business licenses and other business taxes.

F. Accessory dwelling unit/dependency unit.

G. Service businesses specifically including:

1. Appliance, radio, or television repair shop;
2. Art studios, galleries, museums, and libraries;
3. Barber shop, beauty shop, hair/nail salon, or combination thereof;
4. Bicycle repair and sales shop;
5. Child care center and kindergartens;
6. Community center;
7. Design studio;
8. Dressmaker, seamstress, and tailor;
9. Educational institutions of a business, professional, or scientific nature;
10. Health studios and spas;
11. Indoor theaters;
12. Insurance agency;

13. Jewelry and watch repair shop;
 14. Locksmith or gunsmith;
 15. Medical, dental, or chiropractic office, and/or clinic, not including veterinary;
 16. Office for governmental, professional business, or general purposes;
 17. Photographic studio and supply shops;
 18. Public utility business office;
 19. Public/private schools;
 20. Radio and television stations;
 21. Real estate agency;
 22. School offering instruction in art, music, dancing, drama, or other similar activity;
 23. Shoe repair shop;
 24. Secretarial and/or telephone answering service; and
 25. Travel and ticket agencies.
- H. Retail businesses specifically including:
1. Art shops and galleries;
 2. Art supply store;
 3. Book, magazine, and newspaper shops;
 4. Candy store;
 5. Clothing store;
 6. Drug store or pharmacy;

7. Florist shop;
8. Fruit, nut, food, and/or vegetable store;
9. Furniture stores;
10. Gift, curio, or antique shop;
11. Hair/nail salon;
12. Hardware store;
13. Hobby and/or toy shop;
14. Ice cream shop;
15. Leather goods and luggage shops;
16. Marine and fishing supply shops;
17. Millinery or hat shops;
18. Music store, video store, and/or record shop;
19. Office supply store;
20. Paint store;
21. Photographic or camera supply store;
22. Plant or landscaping materials store;
23. Public/private schools;
24. Sporting goods store;
25. Television, radio, sales, and service;
26. Towel and linen shops;
27. Video/small appliance rental and sales;

28. Variety and sundry shops; and

29. Wearing apparel shops.

- I. Interior apartment dwelling, not to exceed four (4) such units in any one (1) structure.
- J. Bed and Breakfast: A dwelling may be involved in the rental of six (6) rooms or less to overnight guests and offering breakfast meals only to said guests, provided a parking place be provided for each room offered for rent. The parking space provision shall be confirmed by the building official prior to the issuance of a business license for this purpose and use.
- K. Manufactured home dwelling, only if the proposed manufactured home replaces an existing manufactured/mobile home on the subject property. The manufactured home dwelling shall be under skirted around its base with an appropriate material sufficient to provide a visual screen for the underpinnings of the manufactured home.
- L. Combination of residential structure with any use permitted within the classification, provided that all dwelling units have direct access to the street.
- M. Any combination of permitted uses provided all applicable standards are met for each use.
- N. Any other use which the Community Development Director or Planning Commission may find to be similar in character to the uses enumerated in this Section and consistent with the purposes and intent of this Ordinance.

5.7.3 Uses Permitted by Special Exception in the Mixed Use District

- A. Bakeries provided that goods baked on the premises are sold on the premises at retail only.
- B. Duplicating centers including letter and photostat services with work area for such services not visible from adjacent pedestrians walkway.

- C. Meat, fish, and/or poultry shop providing that no slaughtering be permitted. Any cleaning of fish or poultry necessary for such use may be permitted provided cleaning activities are conducted within the principal building enclosure on the premises.
- D. Restaurants (except those that include drive-in, drive-up window service, or curb service), supper clubs, delicatessens, tea rooms, coffee shops, and cafes, where sound or noise shall be in compliance with Town Noise Ordinance, and provided all sound and lights or lighting arrangements used for the purpose of advertising or night operations are directed away from adjoining or nearby residential properties.
- E. Any other use which the Community Development Director or Planning Commission may find to be similar in character to the uses enumerated in this Section and consistent with the purposes and intent of this Ordinance.

5.7.4 Screening of Exterior Storage Areas in the Mixed Use District

- A. Screening requirements for exterior storage areas are as follows:
 - 1. Screening shall be exclusive of driveways and sight lines used for safe automobile ingress and egress;
 - 2. Fences and walls that are used shall be of the same or compatible material, in terms of texture and quality, as the material and color of the principal building. Additional planting material shall be provided so that no more than two-thirds (from 2/3) of the surface area of the fence or wall is visible from the street within three (3) years of erection of the structure. Twenty-five (25) percent of this plant material may be deciduous;
 - 3. Any berms installed shall have a minimum height of one and one half (1½) feet and a minimum crown width of two (2) feet and a side slope of no greater than 2:1, and berms shall be planted and covered with vegetation; and
 - 4. All shrubs installed to satisfy the requirements of this Section shall be locally adapted species expected to reach a

minimum height of thirty (30) inches within three (3) years of planting. All shrubs shall be a minimum of eighteen (18) inches when planted. Vegetation planted on berms may have a reduced minimum mature height provided that the combined height of the berm and the plantings shall be a minimum height of thirty (30) inches in height after three (3) years. Twenty-five (25) percent of all shrubs may be deciduous.

5.7.5 Uses Not Permitted in the Mixed Use District

- A. Any convenience or other high volume commercial business.
- B. Motels and hotels.
- C. Any business involving junk, salvage operations, the open storage of junk and salvage materials, construction vehicles, or more than two (2) trucks maintained on the premises.
- D. Any business that constitutes a nuisance.
- E. Drive-in and drive-thru facilities.
- F. Self-service Laundromat or dry cleaning store.
- G. Package liquor store.
- H. Adult Entertainment Establishments.
- I. Any business, person, entity or service offering Adult Entertainment.

Section 5.8 Light Industrial District [LID]

- 5.8.1 The purpose of this District is to provide a suitable environment for and enhancing the locational flexibility of uses generally classified as research and development, assembly, high technology production, precision manufacturing, and light industry by excluding heavy manufacturing and permitting only those cleaner industries and operations which tend to be less objectionable to the community; and by requiring high performance standards and

tolerating minimal creation of air and water pollution, hazardous waste, and other off-site nuisances.

- 5.8.2 The following uses shall be permitted in any LID provided that none of the uses or operations specified in *Section 5.8.4, Prohibited Uses and Operations*, is conducted on the premises either as independent operations or as part of the primary permitted activity. Similar uses shall be considered for inclusion.
- A. All permitted and conditional uses in the Regional Commercial District subject to the same conditions apply in the District;
 - B. Warehouse, wholesale, or distribution operation;
 - C. Workshop for building trades other than carpentry;
 - D. Photocopying, typesetting, or stripping operation; bindery;
 - E. Handicrafts workshop or fine arts studio; and
 - F. Manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution of the following materials and products plus customarily associated operations:
 - 1. Computers, computer components, and computer accessories including, but not limited to: printed circuit boards, semiconductors, terminals, printers, storage devices, peripheral equipment, and software;
 - 2. Electrical and electronic components and systems for office and consumer use including, but not limited to: audio and video equipment, television sets, radios, telephones, telegraphs, and calculating machines;
 - 3. Small office supplies and machines suitable for sale in stationery store; household cooking equipment;
 - 4. Lighting fixtures, fans, lamp bulbs, and tubes;
 - 5. Cameras and other photographic equipment excluding film and chemicals;

6. Watches, clocks, meters, scales, and other counting and timing devices;
7. Medical, surgical, and dental instruments; optical and ophthalmic instruments, lenses, and eyeglasses; orthopedic and prosthetic appliances;
8. Precision instruments and gauges used for measuring, testing, control, display, and analysis; precision instruments used for communications, search, detection, navigation, and guidance;
9. Magnetic and optical recording media, audio/video tapes and disks;
10. Electronic capacitors, coils, connectors, and resistors for small office and consumer products; electron tubes;
11. Materials for fiber optic process;
12. Sporting and athletic goods; musical instruments; hand-held tools; lawn and garden equipment;
13. Hand held firearms excluding ammunition;
14. Lightweight metal or plastic furniture; drafting equipment, writing, drawing, and marking implements;
15. Vending machines; signs and advertising specialties;
16. Brooms, brushes, and combs; fasteners, buttons, needles, and pins;
17. Games, toys, dolls, figurines, and stuffed animals; small curios, novelty items, and tourist souvenirs;
18. Needlework and textile manufacture or assembly; and
19. Trade shop or tool and die shop.

5.8.3 The following uses shall be permitted in on a conditional basis in the LID, provided that none of the uses or operations specified in *Section 5.8.4, Prohibited Uses and Operations*, are conducted on the

premises either as independent operations or as part of the primary permitted activity.

- A. Laboratory for research, development, experimentation, or testing; or biotechnology operation provided there is no activity exceeding Bio-safety Level II and no use of recombinant DNA;
- B. Textile, fabric, or apparel operation specifically including woven fabric mill, knitting mill, yarn and thread mill, and cut and sew operation provided none of the following occurs on the premises: production of synthetic fibers; printing, dyeing, bleaching, finishing, or waterproofing of materials; water-jet weaving; pulling or scouring of wool; leather tanning or curing of hides;
- C. Carpentry workshop or cabinet making/wood furniture operation provided there is no chemical treatment of wood by immersion or pressure application, or sawing or planking of raw-lumber and provided the operation does not exceed twenty thousand (20,000) square feet.
- D. Printing, lithography, and gravure provided that the operation does not exceed twenty thousand (20,000) gross square feet. If only water-soluble inks or photocopying processes are used, there is no size limitation;
- E. Bulk storage of petroleum or other flammable, volatile, or hazardous materials provided they are used for operations on the premises rather than for distribution; and provided the storage arrangement complies with *Occupational Safety and Health Administration and National Fire Protection Association Standards*;
- F. Cold storage plant provided there is no processing of food other than seafood and shellfish;
- G. Light assembly or fabrication of any product not listed in *Section 5.8.2, Permitted Uses*, or in *Section 5.8.3, Conditional Uses*, provided only finished, previously prepared materials are used including, but not limited to: metal, plastic, rubber, ceramic, glass, wood, fabric, leather, canvas, fur, paper, or paperboard; provided production is carried out primarily with hand

operations or light-duty machines/tool room-type equipment; provided only simple machining, cutting, reshaping, and fastening processes are involved; provided no chemicals, dyes, solutions, or other applicants are used in the production process with the exception of paints and finishes applied with a small brush or jet, cleansers, lubricants, solders, and glues;

H. Campgrounds and Recreational Vehicle Parks provided that:

1. No site or structure shall be continuously occupied for more than fourteen (14) days. Any tent, camper, or recreational vehicle shall be physically removed on or before the expiration of fourteen (14) days;
2. No overflow camping shall be allowed. When a campground/RV park is full, no more campers or vehicles shall be permitted on the grounds;
3. The campground shall have a minimum size of twenty (20) acres and shall not exceed fifty (50) acres on any single parcel;
4. All permanent structures including cabins in a campground shall be limited to single-story structures in height;
5. No more than eight (8) campsites/RV sites or camping structures including cabins shall be permitted per net acre in any campground;
6. Not less than thirty (30) percent of all campgrounds/RV Parks shall consist of open space which shall contain no camp/RV sites and/or structures;
7. All campgrounds and recreational vehicle parks in the Town of Yemassee shall be in compliance with the *Rules and Regulations Governing Camps* of the *South Carolina Department of Health and Environmental Control* and have a valid permit from same for operation; and
8. All campground facilities shall be served by public water and sewer.

- 5.8.4 Prohibited Uses and Operations: The uses, operations, processes, facilities, and equipment specified below shall not be permitted in any Light Industrial District either as independent operations or as part of the primary permitted activity.
- A. Production for sale as end product or as major component of an end product of chemicals, abrasives, acetylene, acids, asbestos, bleaches, carbon black, caustics, celluloid, chalk, cleaning compounds, dyes, inks, linoleum, oilcloth, paints, polishes, pyroxylin, soda or soda compounds, synthetic resins, turpentine, varnish, or other substances considered by the USEPA to be toxic;
 - B. Production of primary commodities from raw materials, specifically including: metals, plastic, rubber, and paper;
 - C. Primary metal operations including, but not limited to: smelting, refining, rolling, drawing, founding, forging, die casting, and extrusion;
 - D. Manufacture of concrete, cement, brick plaster, gypsum, lime, mortar, asphalt, tar, or other paving or plastering materials;
 - E. Cyanide plating, blast furnace, boiler works, coke oven, punch press over twenty (20) tons rated capacity, drop hammer; distillation of coal, tar, or wood; combustion of coal or high sulfur oil;
 - F. Production of food for distribution (excluding seafood, shellfish, restaurant preparation and bakery serving local community);
 - G. The storage, utilization, or manufacture of materials or products which decompose by detonation including, but not limited to: primary and high explosives; blasting explosives such as dynamite and nitroglycerine; propellants such as nitrocellulose; pyrotechnics and fireworks; unstable compounds such as acetylides, tetrazoles, perchloric acid, nuclear fuels, and fissionable materials;
 - H. Any activity which generates radioactive waste with the exception of waste used or created from medical treatments by physicians or veterinarians. Radioactive waste created from medical treatment must be disposed of in accordance with

South Carolina State Law, Federal Law and reasonable medical standards;

- I. Sanitary landfill and/or on-site storage of waste materials beyond ninety (90) days; and
- J. Mining or extraction of minerals, metals, ores, rock, sand, gravel, coal, oil, or gas.
- K. Adult Entertainment Establishments.
- L. Any business, person, entity or service offering Adult Entertainment.

5.8.5 General Requirements.

- A. Minimum lot size is twenty-five (25) acres.
- B. No industrial building or operation in this District shall be situated closer than one hundred (100) feet from the boundary line of any property in an existing residential zoning district or in current residential use (with the exception of a property used as the caretaker's residence).
- C. Industrial uses shall be setback a minimum of fifty (50) feet from any commercial use; one hundred (100) feet from a major thoroughfare; and fifty (50) feet from another industrial use.
- D. Building height shall not exceed thirty-five (35) feet above base flood elevation to a maximum of fifty (50) feet above base flood elevation with prior approval from the Fire Marshal's office.
- E. Maximum building size is two hundred thousand (200,000) square feet per use.

5.8.6 Other Requirements.

- A. All manufacturing, processing, assembly, fabrication, servicing, and repair operations must be carried out within an entirely enclosed building.

- B. All materials, merchandise, and waste/salvage, with the exception of automobiles and other motor vehicles displayed for sale, must be stored within enclosed buildings or completely screened from adjacent properties and public and private roadways by opaque walls, fences, trees and/or shrubbery.
- C. The generation of noise, light/glare, vibration, smoke, gas, odor, dust, dirt, heat or cold, electromagnetic radiation, radioactivity, fire/explosive hazard, condition conducive to the propagation of rodents or insects, or any other potentially injurious or obnoxious condition must not be sufficient to create a nuisance beyond the property boundaries.
- D. Stormwater management shall follow the requirements of the *Beaufort and/or Hampton County Stormwater Management, Best Management Practices* in use at the time of development. There shall also be no discharge into any public or private stream, waterway, body of water, septic or sewage disposal system, or into the ground or air of any liquid, solid, or gaseous materials except in accordance with applicable law.
- E. All activities must be in conformance with the following state and federal acts, regulations and standards, as amended: *Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Federal Water Pollution Control Act, Occupational Safety and Health Administration General Industry and Construction Standards, South Carolina Pollution Control Act, and South Carolina Stream Standards*; regulations promulgated by the Environmental Protection Agency, Department of Health and Environmental Control, and Centers for Disease Control; all other applicable local, state, and federal laws and guidance's.

Section 5.9 Planned Unit Development [PUD]

5.9.1 The purpose of the PUD District is to encourage flexibility in land planning that will result in improved design, character, and quality of new homogenous and mixed use developments; to promote the most appropriate use of land; to facilitate the provision of streets and utilities; and to preserve the natural and scenic features and open space.

5.9.2 General Requirements

- A. All property that is at least four (4) contiguous acres (rounded up to the nearest one tenth) shall be eligible for the PUD District regulation.
- B. Properties consisting of less than two hundred (200) acres shall not be required to submit a Concept Plan and shall begin the review process with an application and Master Plan. It is recommended, however, for projects less than two hundred (200) acres that are unusually complex or sensitive to submit a Concept Plan to avoid undue delays in the review process. Applicants under two hundred (200) acres will be granted PUD zoning only after acceptance of the Master Plan by Town Council.
- C. The Town of Yemassee Town Council, at its discretion, may waive the acreage requirement of Section 5.9.2 (A) and grant PUD zoning to property having a valid PUD designation from Hampton or Beaufort County. In such instances, the Town PUD designation shall incorporate the zoning regulations and term, if any, as approved by Beaufort or Hampton Counties; provided however, nothing herein shall be construed to preclude the Town Council from changing or adding regulations to any such PUD when, in its sole discretion, it deems such to be necessary and in furtherance of the public interest. To the extent there is any conflict between the regulations imposed by the County and those imposed by the Town, the regulations imposed by the Town shall prevail. All property zoned PUD shall be under single ownership, or if in multiple ownership, then by written consent of all owners who agree to be bound by the District designation and regulations.

D. The detailed standards set forth herein are minimum requirements and it is the intent of this Section that the Town Council may impose conditions and safeguards in excess of, or in addition to, the specified minimal requirements. Satisfying the minimum requirements set forth herein does not per se indicate that an Applicant is entitled to a zoning change and notice is hereby given to that effect.

5.9.3 General Considerations: Following is a list of general considerations to be reviewed by the Town of Yemassee when analyzing applications for a PUD rezoning.

- A. The Applicant's statement describing the character of and rationale for the proposed development;
- B. The appropriateness of each development area and the development standards proposed for each area;
- C. Land uses proposed are adopted as permitted uses by the Town of Yemassee;
- D. Whether the major components of the PUD are properly located and should be able to continue to function if any of the other phases are not completed, taking into factors such as the infrastructure guarantee procedures described herein;
- E. Compatibility of proposed land uses within the PUD and the surrounding area;
- F. Infrastructure capacity and the effect upon public services;
- G. Conformance with engineering and other technical requirements;
- H. Effects upon public health, safety, and general welfare; and
- I. Residential densities and square footage of commercial usage as they compare to current Town requirements and optimal usage of the land.

5.9.4 Special Considerations: The following list includes special considerations to be made by the Town of Yemassee when reviewing applications for PUD rezoning. Satisfaction of these requirements is not mandatory, but are strongly recommended and desired by the Town of Yemassee. Inclusion of these special considerations within a PUD can increase the ability of the developer to negotiate mitigation of other requirements.

- A. Placement of structures on most suitable sites with consideration of topography, soils, vegetation, slope, etc;
- B. Preservation of open space, natural and cultural areas, as well as the creation of active and passive recreation to include greenways, sidewalks, and other pedestrian/bicycle circulation networks that serve to connect significant areas and various land uses;
- C. Enhanced landscaping, deeper buffers, and increased planting along public right-of-ways, open space/recreational areas, and the overall perimeter of the project;
- D. Segregation of vehicular, pedestrian/bicycle circulation networks, and other traffic mitigation measures;
- E. Provision of subsidized affordable housing;
- F. Public benefits and community facilities and the access thereto;
- G. Sensitive treatment of perimeters to mitigate impacts upon adjoining property; and
- H. Placement of utilities underground.

5.9.5 Permitted Uses

- A. Any use permitted in all zoning districts adopted by the Town of Yemassee may be permitted, and any conditional uses allowed in these Districts may be permitted and any other uses as the Council may approve, provided the conditions for such uses are satisfied.
- B. There shall be no areas of a PUD that are unspecified as to the type of land uses that will occupy those particular areas.

5.9.6 Standards

- A. Any property in a PUD District shall be required to adhere to all provisions of the *Town of Yemassee Zoning Ordinance*, *Development Standards Ordinance*, as well as the Historic Preservation Overlay District, the River Protection Overlay District, as applicable, and the Highway Corridor Overlay District as applicable. The regulations applicable to the uses in an approved PUD shall be those of the most restrictive zoning district where such uses are allowed, unless a waiver or deviation from such restrictions is secured as part of the approved Concept Plan.
- B. External setbacks shall be a minimum of twenty (20) feet for front, rear, and side yards.
- C. Buffer Requirements:
 - 1. Minimum buffer strips of ten (10) feet shall be maintained along all external dimensions of a PUD.
 - 2. Buffer strips shall be in addition to the required external setback. In effect there shall be a minimum thirty (30) feet of total setbacks with the required buffer.
 - 3. No development, parking areas, structures, or accessory buildings, except the required fence and vegetation, shall be placed in the buffer area. Buffer strips shall include vegetative cover and be maintained regularly. In addition, no development, parking areas, structures, or accessory buildings shall be placed in the setback areas.
 - 4. The buffer shall include a vegetative screen of evergreen trees and/or shrubs that will reach six (6) feet in height within twelve (12) months of installation and form a contiguous screen within two (2) years of installation.
 - 5. The Town of Yemassee reserves the right, if it finds substantial needs for screening of the proposed PUD activity, to include within the buffer a six (6) foot high fence made of either brick, finished concrete, mortar, wood, stone,

masonry units, or a combination of the above. The fence shall be fronted by the required vegetative screen.

6. The frontline of the required side yard buffer shall begin where the private property line and the public right-of-way intersect and extend to the rear lot line. The required vegetative screen and the fence, if required, shall begin twenty (20) feet from where the private property line and the public right-of-way intersect and extend to the rear lot line.
7. Required rear yard buffer strips and the fence, if required, shall extend the entire length of the rear lot line.

5.9.7 Application and Concept Plan

- A. A request for the PUD District shall be processed as an amendment to the *Town of Yemassee Zoning Ordinance* and *Official Zoning Map*.
- B. To secure a PUD District designation, an application must be filed with a fee established by the Town.
- C. The application shall contain, at a minimum, a legal description of the property and if in multiple ownership, the written consent of all owners who agree to be bound by the District designation and regulations.
- D. A Concept Plan shall be submitted with the application to the Town's designated planning staff. Applications and Concept Plans will be forwarded to the DRB and designated Planning Commission for recommendation to Town Council in accordance with standard procedural requirements.
- E. The Concept Plan shall contain:
 1. A narrative statement by the Applicant as to the goals of development and a definitive justification of why a PUD designation is necessary to achieve them;
 2. The types of uses proposed for the PUD, either specifically or generally. If general descriptions are used, the uses

deemed applied for shall be those allowed in the most restrictive zoning district where such uses are permitted as a matter of right, and the regulations of such zoning district shall apply. To avoid miscommunication and to encourage ease of administration, Applicants are encouraged to specifically designate the uses it proposes, i.e. single-family residences, offices, business parks, or the like. Sewer treatment plants and utility pads may be permitted in a PUD;

3. The total number of units for residential uses and the total number of acres to include the range of residential lot sizes and the total square footage for commercial uses and institutional uses;
4. A general layout of roadways of major circulation, the anticipated widths thereof, whether they are to be publicly or privately maintained, and a general statement as to the anticipated impact of the PUD project on public roads;
5. A description or list of any proposed waivers or deviations from zoning district regulations, *Development Standards Ordinance* regulations or Overlay District regulations, and what is proposed in their place;
6. Statement(s) from applicable utility service providers (water and sewer, if applicable, telephone and electricity) that service is available to the PUD, or what is required to render services available;
7. A proposed build-out schedule;
8. A statement identifying existing buildings, structures, or other facilities on the property including identification of designated historic properties, as applicable;
9. Proof of notification to adjacent landowners by certified mail of notice of zoning application;
10. Identification, by name, number, and width of existing public rights-of-way on/or adjacent to the property, and the proposed access to such existing rights-of-way;

11. The proposed internal setbacks, vegetative buffer material, and percent open space areas;
12. Proposed stormwater mitigation for deviations from the *Development Standards Ordinance* maximum of ten (10) percent impervious surface;
13. The proposed ownership and maintenance of rights-of-way, drainage systems, water and sewer systems, open space systems, and amenities;
14. A description of known archeological sites or historic structures on the property, and the proposed approach for protecting them and any others that might be discovered during development; and
15. A site map/plan delineating the vicinity of the property; the boundary lines of the property; any rivers, creeks, marshes, and general patterns of wetlands on or adjacent to the property; land uses adjacent to the property; municipal or county boundary lines adjacent to the property; designated historic structures on or adjacent to the property, as applicable; any flood hazard and all Overlay District boundary lines; proposed access to existing roads; and arrangement/layout or land uses, approximate acreage of each land use area, type of use and residential density of each use area.
16. Parking spaces shall be shown on the Concept Plan and shall be calculated with the following minimums:
 - a. -2.0 spaces per single-family or two-family dwelling unit;
 - b. -2.25 spaces per multi-family dwelling unit;
 - c. -3.5 spaces per one thousand (1,000) square feet of retail space;
 - d. -4.0 spaces per one thousand (1,000) square feet of office space; and
 - e. All parking spaces that are to be counted to meet parking requirements must be located on private property.

Parallel parking on streets that the developer anticipates will be maintained by the public cannot be counted in the parking requirements for the proposed development.

- F. The Town Council will consider the Application, Concept Plan, and recommendations from the DRB and Planning Commission. The Town Council shall examine, consider, and address issues relating to financial impacts upon the Town, environmental impacts, and required infrastructure to serve the PUD. The Council may require submission of additional maps, data, or proposed methods of addressing other pertinent matters relative to the development which are reasonably available and where, owing to the nature, size, and location of the proposed development, particular elements critical to the health, safety, and welfare of the community and its citizens. Such elements may be, but are not limited to, environmental impact statements as to specific matters not otherwise required or adequately addressed herein, traffic analysis, hurricane evacuation, other emergency preparedness and response, historical preservation, shoreline erosion, public access, community linkages, public education, and the like. Should additional information be requested by the Town Council, the Town Council may request the review and recommendation of the DRB and Planning Commission relative to the additional information prior to study. When necessary and appropriate to address such issues, the Town may require a Development Agreement as a prerequisite to approving a PUD hereunder, in accordance with the *South Carolina Development Agreement Act*.
- G. Upon approval by the Town Council of the Application and Concept Plan and the adoption of an Ordinance to that effect, property greater than two hundred (200) acres shall be zoned PUD. A zoning of PUD shall not entitle an owner of the affected property any right to develop or engage in any land use or land disturbing activity, other than that in existence as of the time the Concept Plan is approved. Further, initial zoning of PUD does not vest a developer any number of residential units or square footage of commercial/ institutional/ industrial space. To engage in development or any land use or land disturbing activity other than that in existence when PUD zoning is approved, an overall Master Plan and subsequent Development Plan(s) must be approved for the areas to be developed or engaged in land disturbing activity. A zoning PUD is not

deemed by the Town to constitute the commencement of activity or use that would abrogate exemptions, tax or otherwise, attendant to silviculture activities.

- H. The developer of a PUD may sell or transfer ownership of development tracts within a PUD in accordance with the following procedures and provisions:
1. The developer must submit and have secured approval of a Concept Plan for the PUD;
 2. Property covenants and restrictions must accompany the transfer of any development tract within the approved PUD restricting the new owner to the development type, road network, water, sewer approach, and density indicated on the approved Concept Plan;
 3. The developer must submit a sworn affidavit from the prospective purchaser of a development tract wherein the purchaser waives rights to the guarantee of the installation of required improvements afforded through this Ordinance for the subdivision of land, and further acknowledges and agrees that an Initial Master Plan and Final Development Plan must be submitted, and a Development Permit awarded, prior to commencement of any development on the tract;
 4. The developer must submit a plat for certification for recording by the Development Review Board or its designee, and subsequently record such plat prior to the sale or transfer of any development tract or phase; and
 5. This procedure will not be permitted for the sale or transfer of any individual single-family lot or group of lots intended for construction of one (1) single-family dwelling.

5.9.8 Master Plan: A Master Plan shall be developed for all or any portion of the PUD property to be developed. The Master Plan, as well as any fee as may be established by the Town, shall be submitted only to the DRB for a recommendation to the Town Council. The minimum requirements of the Master Plan include:

- A. Multiple copies of the Master Plan to sufficiently distribute to all designated reviewing bodies at the time of submittal;
- B. Proposed arrangement of land uses, including land for public facilities, approximate acreage of each use area or tract, type of use and density (residential use tracts). All specified densities will be construed as maximums, with acceptance of the maximums subject to satisfaction of other provisions with the PUD Ordinance;
- C. A boundary survey with the computed acreage of the tract bearing the seal of a registered land surveyor;
- D. The location of primary control points to which all dimensions, angles, bearings, block numbers, and similar data shall be referred;
- E. The proposed name of the development;
- F. Type of land use of all parcels contiguous to the development property;
- G. A map or Site Plan showing:
 - 1. The location, dimensions, descriptions, and flow of existing watercourses and drainage structures within the tract or on contiguous tracts;
 - 2. Location of municipal limits or county lines, and District boundaries, if they traverse the tract, form part of the boundary of the tract, or are contiguous to such boundary;
 - 3. Vicinity map or sketch showing the general relationship of the proposed development to the surrounding areas with access roads referenced to the intersection of the nearest state primary or secondary paved roads;
 - 4. Topographic survey of the area being applied for;
 - 5. The location, dimensions, name, and description of all existing or recorded streets, alleys, reservations, easements, or other public rights-of-way within the tract, intersecting, or contiguous with its boundaries or forming such boundaries;

6. The location, dimensions, name, and description of all existing or recorded residential lots, parks, public areas, permanent structures, and other sites within or contiguous with the tract; and
 7. The proposed location, dimensions, and description of land(s) for public facilities.
- H. Proposed conceptual street system layout, vehicular and pedestrian, with the written comments of the Town's designated engineer;
- I. Traffic impact analysis and a statement of need for mitigation (if any). If mitigation is required, a statement of proposed mitigation;
- J. Preliminary (master) Drainage Plan and (master) Water and Sewer Plan with the written comments of the Town's designated engineer;
- K. Where applicable, surveyed line delineating the extent of any special District boundary on the development property;
- L. Preliminary comments from affected agencies having approval or permitting authority over elements related to the proposed development, or evidence that a written request for such comments was properly submitted to the agency and a reasonable period of time has elapsed without receipt of such comments. Minimum agency responses include EMS, DHEC, OCRM, fire officials, and school districts (as applicable);
- M. A narrative addressing:
1. The proposed ownership and maintenance of streets, drainage systems, water and sewer systems, open space areas, parking areas, and other proposed amenities and improvements; and when any are to be privately owned, a description of the mechanism to be used to secure their future maintenance, upkeep, and upgrading;
 2. Proposed phasing and time schedule if development is to be done in phases;

3. Proposed phasing and time schedule for lands to be dedicated for public facilities;
4. Proposed internal site planning standards such as typical lot sizes, widths, setbacks, and buffers aimed at addressing potential incompatibility between adjacent land uses and activities;
5. Letters of capability and intent to serve community water supply or sewage disposal service from the affected agency or entity, where applicable; and
6. A statement describing the character of, and rationale for, the proposed Master Plan.

N. Other information or descriptions deemed reasonably appropriate for review.

5.9.9 Upon review of the proposed Master Plan, the Town Council may move to approve or disapprove the Master Plan. The Town Council may request additional study of the Master Plan.

A. Approved Master Plan may be revised subject to the approval of the Town's designated Zoning Administrator, or the Mayor's designee for the following changes:

1. Minor changes in the location of roads or widths of streets or right-of-ways within the Master Plan;
2. Minor changes in the allocation of housing density within the Master Plan so long as the overall approved density of the Master Plan is not increased; and
3. Change in the proposed build-out and phasing schedule.

B. All phases of the PUD will be required to adhere to the latest version of the following standards at the time of Development Plan submittal:

1. Tree and landscaping standards;
2. Stormwater drainage standards;

3. Environmental quality standards;
 4. Town fee adjustments; and
 5. Impact fees (unless otherwise specified in a Development Agreement).
- C. Changes to the Master Plan listed below shall require that a revised Master Plan be submitted for approval.
1. Designation of land uses within a development area or phase;
 2. Building heights, setbacks, and buffers;
 3. Major changes in the location of roads or widths of streets or right-of-ways within the Master Plan;
 4. Major changes in the allocation of housing density within the Master Plan, especially when the overall approved density of the Master Plan is increased; and/or
 5. Lot sizes and dimensions.
- 5.9.10 Development Plans: Development Plans are required to commence activity within any area or phase within the PUD District. Development Plans must be in conformance with the approved Master Plan. To secure a Development Plan approval, the Applicant must submit to the Town any administrative fee as may be established by the Town and the following:
- A. A sufficient amount of black or blue line prints of the Development Plan to be distributed to all reviewing bodies;
 - B. Name and address of owner(s) of land being developed;
 - C. Name of the development, date, north point, and graphic scale;
 - D. Name and seal of registered land surveyor;
 - E. Name of county, location, tax map(s), and parcel(s) number;

- F. Bearings and distances of all lot lines and street lines;
- G. Streets and alleys, rights-of-way, proposed street names, and lot numbers. (Street addresses will be assigned by the applicable County Office of Emergency Preparedness after Development Plan approval and copies are sent to appropriate agencies);
- H. Final traffic mitigation plans (if applicable);
- I. Square foot area of each lot;
- J. Location of all monuments and markers and type indicated;
- K. Location, size, and type of all existing and proposed easements;
- L. Proposed location and designation of parks, playgrounds, school sites, open space, recreation amenity areas, and public facilities where applicable;
- M. Existing railroads, watercourses, streets, highways, city limit lines, transmission lines, water and sewer lines, drainage pipes, ditches, and wetlands within or immediately adjacent to land in the land being developed;
- N. Design, specifications, and profiles of all proposed streets, drainage systems, parking, and parking lots (submit directly to County Engineer);
- O. Layout, design, specifications, and profiles for all proposed water lines and sewer lines or well and septic tank locations, as applicable;
- P. Letters of Intent to serve underground electrical, telephone, or gas from respective utility companies;
- Q. Proposed fire hydrant locations or locations and quantity of other proposed water supply systems for fire protection as required;
- R. Other affected agency final approval, certification, or permits for elements relative to the development such as:

1. DHEC Construction Permits for community water and sewer systems;
 2. DHEC approval of the use of individual wells or community water system in conjunction with septic tanks for those lots the Applicant is making application to record and sell after Development Plan approval;
 3. OCRM signed certification of surveyed Critical Wetland Boundary Line;
 4. OCRM and/or Corps of Engineers Permits for proposed docks, marinas, bulkheads, fill, and the like (where applicable);
 5. Town designated Engineer approval of stormwater drainage systems and road plans;
 6. Local Fire Official having jurisdiction shall certify that development is in compliance with all applicable fire and life safety standards; and
 7. All other applicable regulatory agency approvals.
- S. Two (2) copies of signed final Covenants and Restrictions for the development (where applicable);
- T. Signed statement of any offers of proposed public dedication of streets, drainage system, school sites, open space areas, easements, beach, river, wetland, or historic site access;
- U. Two (2) copies of final Homeowners or Property Owners Association documents addressing ownership and maintenance of all improvements;
- V. Town of Yemassee Overlay District boundary lines (where applicable) denoted directly on the Development Plan;
- W. Tree survey consistent with the provisions of the *Development Standards Ordinance*;

- X. Copies of recorded deeds, plats, or easements clearly documenting legal access to the development; and
- Y. Bond or legal survey, acceptable to the Town, guaranteeing the completed installation of all required improvements to the development and other improvements shown on the Development Plan, or represented in the application, shall be posted with the Town. Such bonds or other surety shall be payable to the Town of Yemassee and equal one hundred twenty-five (125) percent of registered engineers' estimates of construction costs or contractors' executed contracts for submission improvements, whichever is greater. The Applicant shall complete all improvements, including required mechanisms guaranteeing perpetual ownership and maintenance, within twelve (12) months of the date of Development Plan approval. Failure to do so will constitute a violation of the Development Permit and terminate the right to continue development, and shall entitle the Town to act on the posted bond and cause the improvements to be completed on behalf of the lot purchasers in the development. Extension to the twelve (12) month time period afforded for completion of improvements may be granted one (1) time by the Town. Such requests must be submitted prior to the expiration date and accompanied by:
 - 1. An explanation of why the extension is necessary;
 - 2. Signed/dated agreement with the extension by all lot owners in the development to date;
 - 3. Amount of work completed, cost remaining for incomplete work, and time frame for completion of work, certified by a registered engineer; and
 - 4. Amended bond or surety for incomplete work in an amount of one hundred twenty-five (125) percent of the cost of completion and of sufficient duration to secure the completion of the work.

5.9.11 Development Plan Approval

- A. A Development Plan shall be submitted to the Development Review Board or its designated agent and such other

professional advisors as the Town may designate. A Development Plan may be approved if:

1. It incorporates all information required by *Section 4.1* hereof as applicable;
2. It complies with the approved Master Plan (*Section 3.1*) in all details;
3. It complies with the provisions of the *Town of Yemassee Zoning Ordinance* and *Development Standards Ordinance* appertaining to the PUD and/or any other Development Agreements, if applicable; and
4. All infrastructure systems have been reviewed and approved by the applicable reviewing authority.

B. Except as otherwise modified herein, the provisions of the *Development Standards Ordinance* in effect at the time of the application shall be applicable.

5.9.12 Should any Section or provision of this Ordinance be declared invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof, which is not specifically declared to be invalid or unconstitutional.

Section 5.10 Conservation Preservation District [CPD]

5.10.1 The purpose of this District is protecting and conserving sensitive environmental areas, discouraging growth in areas which pose undue hazards to man, and maintaining open space.

5.10.2 The CPD for the Town of Yemassee consists of all wetland areas delineated by the South Carolina Ocean and Coastal Resources Management and/or the US Army Corps of Engineers; and any natural land-locked bogs, swamps, lakes, ponds, sinks, or possess unique scenic and recreational value; and any land designated as a wildlife refuge, bird sanctuary, or open land trust by various

National, State or Local governments, preservation groups, or agencies.

5.10.3 The Development Review Board may call upon the advice of Federal or State agencies involved in natural resources preservation in making determinations.

5.10.4 The following uses shall be permitted in the CPD:

- A. Government nature preserves;
- B. Breeding bird and endangered species habitat;
- C. Private dock or boathouse;
- D. Boat marina;
- E. Bait house;
- F. Shoreline protection areas including permitted bulkhead and erosion control devices;
- G. Site or structures acknowledged by the applicable County Council to be of historical significance;
- H. Cemetery, with or without chapel, providing that such use includes no dwelling unit other than for a caretaker. A crematorium shall not be permitted if the abutting property within four hundred (400) feet is used for residential purposes or is zoned for residential use;
- I. Wildlife refuge, including one (1) family or two (2) family dwelling units limited to caretakers employed to maintain and protect the refuge;
- J. Activities related to soil and water conservation, measurement, and control;
- K. Public utility line(s), fire or water tower, or substation;
- L. Publicly owned and/or operated park, open space, recreational facility or use, and the equipment necessary for servicing such use; and

M. A temporary office and/or storage building during a project involving construction, but not to be used as a dwelling, with the removal of same within thirty (30) days upon completion of the project.

5.10.5 Uses permitted in the CPD shall be required to conform to the following standards:

- A. No Conservation District shall be disturbed or altered in any manner except as provided for in *Subsection (B)* and *(C)*;
- B. Special exception to the provisions of *Subsection (A)* is hereby given for the construction of certain water-related development activities in the Conservation District for which valid permits have been issued by appropriate State and Federal agencies having permitting authority over such activities. Such uses will normally include docks, wharves, piers, marinas, bulkheads, and erosion control devices. In granting this special exception, the Town of Yemassee does hereby reserve the right to impose the provisions of *Subsection (A)* where it is determined that the permitting of such activity by another agency is inconsistent with adopted goals and regulations of the Town of Yemassee aimed at preserving environmental quality;
- C. The Town of Yemassee recognizes that not all wetlands may possess unique scenic, recreational, or wildlife habitat value or that certain wetlands, when improved, may result in enhanced scenic, recreational, and wildlife habitat value. Therefore, the Town may approve alteration of wetlands as a special permit condition, specifying the manner and extent of alteration permitted, based on evaluation of the affected wetland by agencies and experts deemed appropriate by the Town; and
- D. No structures, which impede natural tidal flow and have the effect of reducing the quantity and frequency of water reaching marsh areas, will be permitted except as approved in conjunction with natural resources conservation and related uses.

Section 5.11 Village Commercial District [VCD]

5.11.1 The purpose of this District is to encourage the formation and continuance of a healthy environment for commercial uses that are located and sized so as to provide nearby residential areas with convenient shopping and service facilities, promote the location of a mixture of housing types and prices, and stores/offices/workplaces in close proximity to each other to provide a balanced mix of activities, foster a pedestrian-oriented community center, reduce traffic and parking congestion, avoid the development of strip highway commercial development, discourage large regional businesses and other land uses which might compromise the historic commercial character of the District, and accommodate essential public utilities and public safety services.

5.11.2 The Planning Commission for the Town of Yemassee shall administer the Village Commercial zoning and corridor standards. The Planning Commission shall review the design of all structures (except those excepted), including habitable structures, walls, fences, light fixtures, and accessories and appurtenant structures and the design of all signs within the Town of Yemassee except those that are located within the Historic Preservation Overlay District. All issues related to the design of structures and signage within the District defined by the Historic Preservation Overlay District Ordinance shall be submitted first to the Town of Yemassee Community Development Department.

5.11.3 Standards for the Village Commercial (VC) District

A. General Requirements:

1. Lot Coverage: Development of the site shall not exceed the surface coverage ratio of sixty-five (65) percent impervious to thirty-five (35) percent pervious. No more than sixty-five (65) percent of the lot area may be used for structures, parking, or otherwise be paved; a minimum of thirty-five

(35) percent of the lot area must be landscaped or otherwise maintained in landscaped natural vegetation.

2. Maximum building height: Thirty-five (35) feet or three (3) stories, whichever is less; excluding church spires, belfries, cupolas, monuments, chimneys, flag poles, water towers, or other structures not intended for human occupancy, with the exception of utility lines.
3. Minimum lot width at the building line: Twenty (20) feet.
4. Building Placement:
 - a. Buildings shall be placed on the lot within the zone represented by the hatched area. In most cases, the build to line will range from zero (0) feet to fifteen (15) feet behind street right-of-way. Special site conditions such as topography, pattern of lot widths, or setbacks of existing buildings permit a larger setback.
 - b. Minimum side yard setback: Zero (0) feet from lot line. However, when a property is located on an intersection of two streets, in order to protect motorists the building must be located within Ten (10) feet from the lot line where the intersection is located.
 - c. Minimum rear yard setback: Thirty (30) Feet.
 - d. Accessory building setbacks: A minimum of five (5) feet from any property except where the accessory buildings are located on an intersection of two streets. Where the accessory building is located at the intersection of two streets it must be located within Ten (10) feet from the lot line where the intersection is located.
 - e. Parking shall be located primarily to the rear of the building; side yard parking shall occupy no more than thirty-five (35) percent of the primary frontage line and shall not be placed in any side yard abutting an intersecting street. Where dimensions of existing lots restrict parking behind buildings, the limitations on side yard parking may be modified.

- f. Hedges, garden walls, or living fences may be built on property lines or as the continuation of building walls. A garden wall, living fence, or hedge (min. three (3) feet in height) may be installed along any street frontage adjacent to parking areas.
- g. Parking areas on and access to adjacent lots shall be connected wherever practical.
- h. Mechanical equipment at ground level shall be placed on the parking lot side of building away from buildings on adjacent sites and shall be screened from view by an opaque screen.
- i. Building facades at street frontage lines shall be pedestrian-oriented and pedestrian-scale.

B. Commercial or Institutional Uses:

- 1. Maximum Floor-Area Ratio: 0.25. To harmonize with the traditional scale of commercial buildings in the Olde Towne, new commercial buildings shall not contain more than ten thousand (10,000) square feet of gross floor area.
- 2. Minimum Lot Area: Seven thousand five hundred (7,500) square feet.
- 3. Parking areas on and access to adjacent lots shall be connected wherever practical for commercial or institutional uses.
- 4. All loading berths shall be located at the rear of the building.
- 5. All principal businesses must operate in a permanent structure. No principal business may operate in any non-permanent structure such as a tent, mobile unit, trailer, recreational vehicle, or other temporary building or structure.

C. Residential Uses:

- 1. Maximum Permitted Use Density: Three (3) dwelling units per acre.

2. Minimum Permitted Use Lot Area: 14, 250 square feet.

5.11.4 Permitted Uses for the Village Commercial (VC) District:

- A. Dwelling units located above commercial activities or combination of residential structure within the classification provided that all dwelling units have a separate access.
- B. Two (2) and three (3) family dwellings.
- C. Accessory dwelling unit/dependency unit.
- D. Church, institutional, or civic use.
- E. Family Day Care Home (*See Article X, Definitions*) as a home occupation in an occupied residence where child day care is regularly provided for no more than six (6) children as a Home Occupation.
- F. Group Day Care Home (*See Article X, Definitions*) as a home occupation in an occupied residence, where child day care is regularly provided for seven (7) to twelve (12) children, with conditions, including:
 1. Proof of licensing and registration with the South Carolina Department of Social Services, including renewals every two (2) years;
 2. A site plan or plat, including floor plans, that includes adequate play areas, fencing, lighting, and driveway/child drop-off areas;
 3. No Group Day Care Home shall be conducted in any detached accessory building;

4. Written agreement to allow outdoor play only between the hours of 8AM and 6PM if adjacent to other residences;
5. The facility is compatible with the surrounding neighborhood based upon a consideration of the number of persons cared for, potential traffic and noise impacts, location of play, parking, loading and circulation areas, and lighting;
6. Adequate parking including one (1) parking space for the operator and each employee and one (1) additional space for each five (5) children. Parking demand generated by the use shall be met off the street and other than in a required front yard; and
7. The Group Day Care Home shall be subject to all applicable Town business licenses and other business taxes.]

G. Child Care Center (*See Article X, Definitions*) with conditions, including:

1. Proof of licensing and registration with the South Carolina Department of Social Services, including renewals every two (2) years;
2. A site plan or plat, including floor plans, that includes adequate play areas, fencing, lighting, and driveway/child drop-off areas;
3. No Child Care Center shall be conducted in any detached accessory building;
4. The facility is compatible with the surrounding neighborhood based upon a consideration of the number of persons cared for, potential traffic and noise impacts, location of play, parking, loading and circulation areas, and lighting;
5. Adequate parking including one (1) parking space for the operator and each employee and one (1) additional space for each five (5) children. Parking demand generated by the use

shall be met off the street and other than in a required front yard; and

6. The Child Care Center shall be subject to all applicable Town business license and other business taxes.

H. Service businesses involving the rendering of a personal service or the repair and servicing of small equipment specifically including:

1. Appliance, radio, or television repair shop;
2. Art studios, galleries, museums, and libraries;
3. Bank, savings and loan association, and branches provided a traffic impact analysis is submitted that addresses traffic impacts, and traffic circulation is designed so as to provide safe ingress and egress;
4. Barber shop, beauty shop, nail salons, or combination thereof;
5. Bed and breakfast inns, guest house;
6. Bicycle repair and sales shop;
7. Community center;
8. Design studio;
9. Dressmaker, seamstress, and tailor;
10. Duplicating centers including letter and photostat services;
11. Educational institutions of a business, professional, or scientific nature;
12. Health studios and spas;
13. Indoor theaters;
14. Insurance agency;

15. Jewelry and watch repair shop;
 16. Locksmith or gunsmith;
 17. Medical, dental, chiropractic office, laboratory, and/or clinic, not including veterinary;
 18. Office for governmental, professional business, or general purposes;
 19. Photographic studio and supply shops;
 20. Public or private schools;
 21. Public utility business office;
 22. Radio and television stations;
 23. Real estate agency;
 24. School offering instruction in art, music, dancing, drama, or other similar activity;
 25. Shoe repair shop;
 26. Secretarial and/or telephone answering service; and
 27. Travel and ticket agencies.
- I. Retail businesses specifically including:
1. Art shops and galleries;
 2. Art supply store;
 3. Bakeries provided that goods baked on the premises are sold on the premises at retail only;
 4. Book, magazine, and newspaper shops;
 5. Candy store;
 6. Clothing store;

7. Drug store or pharmacy;
8. Florist shop;
9. Fruit, nut, food, and/or vegetable store;
10. Furniture stores;
11. Gift, curio, or antique shop;
12. Hardware store;
13. Hobby and/or toy shop;
14. Ice cream shop;
15. Leather goods and luggage shops;
16. Marine and fishing supply shops;
17. Millinery or hat shops;
18. Music store, video store, and/or record shop;
19. Office supply and equipment store;
20. Paint store;
21. Photographic or camera supply store;
22. Plant or landscaping materials store;
23. Restaurants (except those that include drive-in, drive-up window service, or curb service), supper clubs, delicatessens, tea rooms, coffee shops, and cafes, provided that:
 - a. All lights or lighting arrangements used for the purpose of advertising or night operations are directed away from adjoining or nearby residential properties;
24. Shoe store;

- 25. Sporting goods store;
- 26. Television, radio, sales, and service;
- 27. Towel and linen shops;
- 28. Video/small appliance rental and sales;
- 29. Variety and sundry shops; and
- 30. Wearing apparel shops.

- J. Any combination of permitted uses provided all applicable standards are met for each use.
- K. Any other use which the Community Development Director or Planning Commission may find to be similar in character to the uses enumerated in this Section and consistent with the purposes and intent of this Ordinance.

5.11.5 Uses Permitted by Special Exception in the Village Commercial District:

- A. Auto accessory retail store provided there is no storage of wrecked automobiles, scrapped or salvaged auto parts on the premises, and the store does not include any auto repair or installation facilities.
- B. Contractor's office provided there is no storage of equipment, or materials on the premises, and construction vehicle parking is adequately buffered.
- C. Grocery store.
- D. Meat, fish, and/or poultry shop providing that no slaughtering be permitted. Any cleaning of fish or poultry necessary for such use may be permitted provided cleaning activities are conducted within the principal building enclosure on the premises.
- E. Package liquor store.

- F. Pet shops, provided all animals are housed within the principal buildings so that no sound is perceptible beyond the premises.
- G. Self-service Laundromat or dry cleaning store.
- H. Veterinary or pet care clinic/hospital, provided the Board finds that:
 - 1. The clinic or hospital will provide animals no larger than a dog with treatment or medical care on premises and overnight lodging;
 - 2. Structures or equipment will not be located within one hundred (100) feet of any residential zoning district or existing residence;
 - 3. Animals will be contained within the principal building. No animals will be housed or exercised in outside kennels or runs;
 - 4. Buildings in which animals are kept or exercised will be designed and constructed utilizing appropriate soundproofing and ventilation to prevent objectionable sound or odor from being emitted; and
 - 5. All dead animals and refuse will be disposed of in accordance with Town, Hampton or Beaufort County, and other governmental agency regulations; nevertheless, no cremation of animals will occur on the property.
- I. Hotels
- J. Any other use which the Community Development Director or Planning Commission may find to be similar in character to the uses enumerated in this Section and consistent with the purposes and intent of this Ordinance.

5.11.6 Uses Not Permitted in the Village Commercial District:

- A. Any convenience or other high volume commercial business.
- B. Motels

- C. Pawn Shops.
 - D. Any business involving junk, salvage operations, and/or the open storage of junk and salvage materials.
 - E. Automobile and other vehicle repair shops.
 - F. Any business that constitutes a nuisance.
 - G. Drive-in and drive-thru facilities, except for banks and financial institutions.
 - H. Adult Entertainment Establishments.
 - I. Any business, person, entity or service offering Adult Entertainment.
- 5.11.7 Architectural Design: Properties within the Historic Preservation Overlay District (HPOD) must be reviewed and receive a Certificate of Appropriateness from the Yemassee Historic Preservation Commission (or another committee or commission which the Mayor Designates) (HPC), certifying that the request is designed in accordance with the Yemassee Historic Preservation Manual (See Section 5.18).
- 5.11.8 Landscaping and Buffers in the Village Commercial District
- A. Bufferyards: The purpose of the bufferyard is to overcome nuisances between adjacent land uses, and promote compatibility. The unique feature of the bufferyard is that it is flexible. It may vary in density based on:
 - 1. What is proposed;
 - 2. What is existing on the adjacent property;
 - 3. View from streets; and
 - 4. The type of bufferyard selected.
 - B. The Planning Commission and/or Historic Preservation Commission shall approve the width and design of bufferyards,

taken into account adjacent land uses and the view from the highway corridor. The width of the street frontage and highway buffer within the Village Commercial (VC) District is permitted to be a minimum ten (10) foot bufferyard.

C. Village Commercial landscaped buffers along street frontages shall be designed using a variety of elements listed below. Refer to trees and plant materials listed in *Section 5.17.8, Highway Corridor Overlay District*, as well as:

1. Hedges;
2. Street trees at various heights and canopies along roadways;
3. Potted plants;
4. Gardens;
5. Hanging baskets;
6. Ponds;
7. Ivy on buildings;
8. Confederate Jasmine;
9. Benches, grass, and ground cover;
10. Thicket of Bamboo;
11. Window boxes; and
12. Fountains.

5.11.9 Lighting: Refer to *Section 5.17.11, Lighting, Highway Corridor Overlay District*.

5.11.10 Screening requirements for exterior storage areas:

A. Screening shall be exclusive of driveways and sight lines used for safe automobile ingress and egress.

- B. Fences and walls that are used shall be of the same or compatible material, in terms of texture and quality, as the material and color of the principal building. Additional planting material shall be provided so that no more than two-thirds (2/3) of the surface area of the fence or wall is visible from the street within three (3) years of erection of the structure. Twenty-five (25) percent of this plant material may be deciduous.
- C. Any berms installed shall have a minimum height of one and one half (1½) feet and a minimum crown width of two (2) feet and a side slope of no greater than 2:1, and berms shall be planted and covered with vegetation.
- D. All shrubs installed to satisfy the requirements of this Section shall be locally adapted species expected to reach a minimum height of thirty (30) inches within three (3) years of planting. All shrubs shall be a minimum of eighteen (18) inches when planted. Vegetation planted on berms may have a reduced minimum mature height provided that the combined height of the berm and the plantings shall be a minimum height of thirty (30) inches in height after three (3) years. Twenty-five (25) percent of all shrubs may be deciduous.
- E. All trash, garbage, or other waste must be retained in sanitary containers located inside the building or within a screening enclosure. Any such enclosure must be located a minimum of five (5) feet from the property line of any residential use or residential zoning district.

5.11.11 Prohibited Uses

- A. Adult Entertainment Establishments.
- B. Any business, person, entity or service offering Adult Entertainment.

Section 5.12 Regional Commercial District [RCD]

- 5.12.1 The purpose of this District is reserving land for business purposes of a regional scope; encouraging the formation and continuance of

a compatible and economically healthy environment for business, financial service, and professional uses which benefit from being located in close proximity to each other; and to discourage any encroachment by industrial, residential, or other uses capable of adversely affecting the basic commercial character, intent, operations, and functioning of such Districts.

5.12.2 The following uses and similar uses shall be permitted in the RCD:

- A. Retail, wholesale, or storage business involving the sale of merchandise on the premises; except those uses which involve open yard storage;
- B. Club, lodge, union hall, or social center;
- C. Church or religious institution;
- D. Off-street commercial parking or garage;
- E. Hotel, bed and breakfast inns, and motels;
- F. Commercial recreation facility;
- G. Commercial recreation or vocational school;
- H. Eating and/or drinking establishment, drive through windows shall be permitted;
- I. Public utility installation or sub-installation, including water towers;
- J. Office building and/or office for government, professional business, or general purposes;
- K. A horse riding school, horse training facility and/or commercial stables provided the site contains a minimum of three (3) acres and provided that there shall be a minimum area of one (1) acre for the first one (1) to two (2) horses approved for the facility, plus and additional one-half ($\frac{1}{2}$) acre for each additional horse approved for the facility. Stalls or stable areas should be one hundred forty-four (144) square feet for each horse;

- L. A temporary office and/or storage building during a project involving construction but not to be used as a dwelling with the removal of same within thirty (30) days upon project completion;
- M. Motion picture studio and/or video commercial preparation;
- N. FAX machine services and distribution, photographic, optical goods, and watches/clocks assembly and distribution, provided the structure does not exceed ten thousand (10,000) square feet; and
- O. A mini-warehouse(s) or self-service storage facility(ies), provided such structure(s) is located not less than fifty (50) feet from any residential structure or residential zoned District; such facility shall not be operated during the hours of 10PM and 6AM.

5.12.3 The following uses shall be permitted on a conditional basis in the RCD:

- A. Automobile service station, provided all pumps are setback at least twenty-five (25) feet from the right-of-way line of the street, and parking and/or service areas are separated from adjoining residential properties by suitable visual screen or solid fence or wall at least six (6) feet in height. There shall be a fifty (50) foot setback of all pumps at an automobile service station on a major thoroughfare;
- B. Automobile garage for the repair and servicing of vehicles, provided all operations are conducted within a fully enclosed building and there is no open storage
- C. of wrecked vehicles, dismantled parts, or parts visible beyond the premises;
- D. Newspaper publishing plant, provided that the requirements for parking, loading, and unloading conform to those for industrial buildings;
- E. Automobile carwash, laundry or washateria, provided off-street paved parking area, capable of accommodating not less than one-half (1/2) of hourly vehicle washing capacity awaiting entrance to the washing process is suitably located and

maintained on the premises, and for such space to contain at least two hundred (200) square feet per waiting vehicle; and no safety hazard or impediment to traffic movement is created by the operation of such an establishment;

- F. Animal hospital, veterinary clinic, or kennel, provided any structure shall be no closer than two hundred (200) feet to any residential zoning perimeter or residential dwelling; provided all boarding arrangements are maintained within the facility and such noise as will be audible from the use of outside runs or exercise areas be kept at a minimum;
- G. A solid waste transfer facility, site, and accessory uses, including a recycling center, provided such facility is one hundred (100) feet or greater from any residential building and it meets the Development Standards of this Ordinance;
- H. Campgrounds and Recreational Vehicle Parks provided that:
 - 1. No site or structure shall be continuously occupied for more than fourteen (14) days. Any tent, camper, or recreational vehicle shall be physically removed on or before the expiration of fourteen (14) days;
 - 2. No overflow camping shall be allowed. When a campground/RV park is full, no more campers or vehicles shall be permitted on the grounds;
 - 3. The campground shall have a minimum size of twenty (20) acres and shall not exceed fifty (50) acres on any single parcel;
 - 4. All permanent structures including cabins in a campground shall be limited to single-story structures in height;
 - 5. No more than eight (8) campsites/RV sites or camping structures, including cabins, shall be permitted per net acre in any campground;
 - 6. Not less than thirty (30) percent of all campgrounds/RV Parks shall consist of open space, which shall contain no camp/RV sites and/or structures;

7. All campgrounds and recreational vehicle parks in the Town of Yemassee shall be in compliance with the *Rules and Regulations Governing Camps of the South Carolina Department of Health and Environmental Control* and have a valid permit from same for operation; and
 8. All campground facilities shall be served by public water and sewer.
- I. Seafood or shellfish packaging and processing shall be permitted in the RCD provided that the following conditions are met:

There shall be a setback of one hundred fifty (150) feet from the perimeter of any residential or Planned Unit Development District; and

All packaging and/or processing of seafood, shellfish, or sea plants shall meet the provisions of this Ordinance as related to odor, noise, smoke, waster disposal, and other nuisances.

5.12.4 Uses permitted in the RCD shall be required to conform to the following standards:

- A. Minimum lot width, measured at the building line, is one hundred fifty (150) feet;
- B. Maximum building size is ten thousand (10,000) square feet per acre;
- C. Front, side, and rear yard setbacks are as follows: from residential uses, fifty (50) feet; from hotels or motels, fifteen (15) feet; from other commercial uses or industrial uses, twenty (20) feet; from major thoroughfares, fifty (50) feet;
- D. Maximum building height is thirty-five (35) feet above base flood elevation to a maximum of fifty (50) feet above base flood elevation with prior approval from the Fire Marshal's office;
- E. Equipment and materials must be stored within completely enclosed buildings;

- F. All trash, garbage, or other waste must be retained in sanitary containers located inside the building or within a screening enclosure. Any such enclosure must be located a minimum of fifty (50) feet from the property line of any residential use or residential zoning district; and
- G. All loading berths shall be located at the side or rear of the building.

5.12.5 Prohibited Uses:

- A. Adult Entertainment Establishments.
- B. Any business, person, entity or service offering Adult Entertainment.

Section 5.13 Office Commercial District [OCD]

5.13.1 The purpose of this District is to provide a suitable environment for, and enhancing the locational flexibility of, business, professional, and governmental offices and low impact institutional uses and for the purpose of providing a transitional area between intensive commercial uses and residential uses. These purposes are accomplished in the Office Commercial District by fostering a low key commercial character that is more compatible with residential uses, preventing encroachment by trade and higher impact service operations, and requiring high site design standards.

5.13.2 The following uses and similar uses shall be permitted in the OCD:

- A. Single-family dwelling;
- B. Offices for general administrative functions including operations management, sales and marketing, clerical service, personnel management, accounting/finance, data processing, and design/engineering;
- C. Offices for business use including, but not limited to: insurance, real estate, travel, advertising agencies, and business consulting;

- D. Offices for professional use including, but not limited to:
accounting, architecture, engineering, surveying, law, medicine,
chiropractic, and dentistry;
- E. Offices for governmental or institutional purposes;
- F. Bank or financial institution;
- G. Governmental post office;
- H. Radio or television studio excluding telecommunications tower;
- I. School or day care center;
- J. Public emergency service facilities;
- K. Library;
- L. Museum;
- M. Church, synagogue, temple, or other place of worship provided
that such use is housed in a permanent structure;
- N. Club; business or civic association;
- O. Conference center, retreat house;
- P. Clothing tailoring operation;
- Q. Farm or establishment for the growing, care, and harvesting of
field crops and vegetables, but not including processing and
packing of such products, nor the commercial raising, care, or
processing of poultry, cattle, swine, goats, or sheep;
- R. Tree farm, timber area, or forest management area;
- S. Horticultural nursery;
- T. Public parks;
- U. Unlighted, regulation size, or par-three golf course;

V. Cemetery, provided that such use does not include a funeral home or crematorium; and

W. Accessory uses customarily appurtenant to a permitted use.

5.14.3 The following uses shall be permitted on a conditional basis in the OCD:

A. Restaurant provided that it is not located within one hundred (100) feet of the property line of a residential use or zoning district and there is no drive-in window; and

B. Dry cleaning establishment for pick-up and drop-off service only (no dry cleaning or laundering on the premises).

5.14.4 Other Requirements:

A. The sale, rental, repair, or servicing of goods or equipment on the premises shall not be permitted unless such activity is either specifically included as, or clearly incidental and customarily accessory to, a permitted or conditional use;

B. In addition to the specific standards of this Section, all pertinent landscaping, screening, buffering, and parking lot provisions contained in the Highway Corridor Overlay District shall apply (regardless of whether or not the property is located in the HCOD);

C. Equipment and materials must be stored within completely enclosed buildings;

D. All trash, garbage, or other waste must be retained in sanitary containers located inside the building or within a screening enclosure. Any such enclosure must be located a minimum of fifty (50) feet from the property line of any residential use or residential zoning district; and

E. All loading berths shall be located at the side or rear of the building.

5.14.5 Standards:

A. General Requirements:

Lot coverage: Development of the site shall not exceed the surface coverage ratio of sixty-five (65) percent impervious to thirty-five (35) percent pervious. No more than sixty-five percent (65) of the lot area may be used for structures, parking, or otherwise be paved; a minimum of thirty-five (35) percent of the lot area must be landscaped or otherwise maintained in landscaped natural vegetation.

Maximum building height: Thirty-five (35) feet or three (3) stories, whichever is less; excluding church spires, belfries, cupolas, monuments, chimneys, flag poles, water towers, or other structures not intended for human occupancy, with the exception of transmission or observation towers.

Minimum lot width at the building line: Forty (40) feet.

B. Commercial and Non-Residential Uses:

1. Minimum lot size is one ($\frac{1}{4}$) quarter acre (10,890 square feet).
2. Maximum building height is thirty-five (35) feet above base flood elevation.
3. Maximum building size is ten thousand (10,000) square feet per acre.
4. No office building or operation in this District shall be situated closer than fifty (50) feet from the boundary line of any property in an existing residential zoning district or in current residential use. Office uses shall be setback a minimum of fifty (50) feet from any commercial use, thirty (30) feet from another office use, and fifty (50) feet from a major thoroughfare.

C. Residential Uses:

1. Minimum permitted use lot area: 14,520 square feet.
2. Maximum permitted use density: Three (3) dwelling units per acre.
3. Minimum permitted use lot area: 14,520 square feet.

5.14.6 Additional Sign Standards:

- A. In addition to the provisions of the *Town of Yemassee Sign Ordinances*, the following provisions shall apply to signs in the OCD:
1. Internally illuminated and neon signs shall not be permitted;
 2. If a sign is to be illuminated, a white, stationary light directed solely at the sign shall be used (except for backlit signs, below). Illuminated signs shall not have a light-reflecting background but may use light reflecting lettering; and
 3. Backlighting of signs (see *Article X, Definitions*) shall be permitted provided the sign is opaque and the rear surface is not reflective.
- B. Exterior lighting shall be designed and arranged so as to minimize glare and reflection. Lighting shall be low-intensity, shielded from adjacent parcels, and directed away from any adjacent residential use or zoning district. The Applicant shall submit plans for approval to the Development Review Board indicating the location and type of each exterior light.

5.14.7 Prohibited Uses

- A. Adult Entertainment Establishments.
- B. Any business, person, entity or service offering Adult Entertainment.

Section 5.15 Transitional District [TR]

- 5.15.1 The intent of the Transitional (TR) District is to establish flexible land uses for properties annexing into the Town of Yemassee with no immediate development plans. This district establishes performance standards for the formation and continuance of a healthy and diverse mixed- use community to meet the changing needs of Yemassee, while maintaining the Town's Comprehensive Plan.

5.15.2 Permitted Uses for the Transitional (TR) District:

- A. Single-family attached or detached dwelling;
- B. Two (2) and Three (3) family dwellings;
- C. Accessory dwelling unit/dependency unit;
- D. Church, other place of worship, institutional, or civic use;
- E. Home occupation, provided:
 - 1. There is no exterior evidence of the home occupation, with the exception of the provision of up to one (1) parking space for clients;
 - 2. This parking space is sufficient to handle any home occupation-related parking needs;
 - 3. There are no full-time associates or employees who are not members of the household;
 - 4. No signs associated with the home occupation are displayed; and
 - 5. The home occupation does not constitute a nuisance.
- G. Family Day Care Home (*See Article X, Definitions*) as a home occupation in an occupied residence where child day care is regularly provided for no more than six (6) children as a Home Occupation.
- H. Group Day Care Home (*See Article X, Definitions*) as a home occupation in an occupied residence, where child day care is regularly provided for seven (7) to twelve (12) children, with conditions, including:
 - 1. Proof of licensing and registration with the South Carolina Department of Social Services, including renewals every two (2) years;
 - 2. A site plan or plat, including floor plans, that includes adequate play areas, fencing, lighting, and driveway/child drop-off areas;
 - 3. No Group Day Care Home shall be conducted in any detached accessory building;
 - 4. Written agreement to allow outdoor play only between the hours of 8AM and 6PM if adjacent to other residences;
 - 5. The facility is compatible with the surrounding neighborhood based upon a consideration of the number of

persons cared for, potential traffic and noise impacts, location of play, parking, loading and circulation areas, and lighting;

6. Adequate parking including one (1) parking space for the operator and each employee and one (1) additional space for each five (5) children. Parking demand generated by the use shall be met off the street and other than in a required front yard; and
7. The Group Day Care Home shall be subject to all applicable Town business licenses and other business taxes.
- I. Any other use which the Community Development Director or Planning Commission may find to be similar in character to the uses enumerated in this Section and consistent with the purposes and intent of this Ordinance.

5.15.3 Uses Permitted by Special Exception in the Transitional (TR) District:

- A. Child Care Center with thirteen (13) or more children as a special exception issued by the Zoning Board of Appeals, with conditions, including:
 1. Proof of licensing and registration with the South Carolina Department of Social Services, including renewals every two (2) years;
 2. A site plan or plat, including floor plans, that includes adequate play areas, fencing, lighting, and driveway/child drop-off areas;
 3. Written agreement to allow outdoor play only between the hours of 8AM and 6PM;
 4. The facility is compatible with the surrounding neighborhood based upon a consideration of the number of persons cared for, potential traffic and noise impacts, location of play, parking, loading and circulation areas, and lighting;
 5. Adequate parking including one (1) parking space for the operator and each employee and one (1) additional space for each five (5) children. Parking demand generated by the use shall be met off the street and other than in a required front yard;
 6. Signs must be non-illuminated, placed flat against the wall, and not exceed 1½ square feet in area; and

7. The center shall be subject to all applicable Town business licenses and other business taxes.
- B. Agricultural use and structures pertaining to such use, provided that no such use shall involve the slaughtering or processing of poultry or livestock for volume commercial sale.
- C. Forest, tree farm, game preserve, or other conservation purpose.

5.15.4 Uses Not Permitted in the Transitional District:

- A. Manufactured homes or manufactured home park;
- B. Any business involving junk, salvage operations, and/or the open storage of junk and salvage materials;
- C. Automobile, and other vehicle repair shops;
- D. Telecommunication towers;
- E. Mining/Resource extraction;
- F. Jails, prisons, work release or other similar facilities; and
- G. Any business that constitutes a nuisance.
- H. Adult Entertainment Establishments.
- B. Any business, person, entity or service offering Adult Entertainment.

5.15.5 Standards for the Transitional (TR) District:

- A. General Requirements:
 1. Maximum building height: Thirty-five (35) feet or three (3) stories, whichever is less; excluding church spires, belfries, cupolas, monuments, chimneys, flag poles, water towers, or other structures not intended for human occupancy, with the exception of transmission or observation towers;
 2. Minimum front yard setback: thirty (30') feet. Minimum side yard setback: fifteen (15') feet. Minimum rear yard setback: twenty (20') feet. The Planning Commission shall have discretion to adjust the front, side, and rear setbacks in the case of jurisdictional wetlands or to preserve existing specimen trees;

3. Minimum lot width at the building setback line for newly created parcels shall be a distance of one hundred fifty (150') feet. Newly created parcels are subject to the one thousand five hundred (1,500) foot distance requirement between access points along arterial roadways within the parcel frontage;

B. Residential Uses:

1. Minimum Lot Area: one (1) acre;
2. Maximum Density: one (1) dwelling unit per acre; and
3. Lot Coverage/Open Space: Development of the site shall not exceed the surface coverage ratio of fifty (60%) percent impervious to fifty (40%) percent pervious. No more than fifty (60%) percent of the lot area may be used for structures, parking, or otherwise be paved; a minimum of fifty (40%) percent of the lot area must be landscaped or otherwise maintained in landscaped natural vegetation;

C. Institutional or Non-Residential Uses:

1. Minimum Lot Area: Five (5) acres;
2. Maximum Floor-Area Ratio: 0.25;
3. Buildings shall not contain more than ten thousand (10,000) square feet of gross floor area;
4. Lot Coverage/Open Space: Development of the site shall not exceed the surface coverage ratio of fifty (50%) percent impervious to fifty (50%) percent pervious. No more than fifty (50%) percent of the lot area may be used for structures, parking, or otherwise be paved; a minimum of fifty (50%) percent of the lot area must be landscaped or otherwise maintained in landscaped natural vegetation;
5. Parking areas on and access to adjacent lots shall be connected wherever practical;
6. Mechanical equipment at ground level shall be screened from view by an opaque screen; and
7. Building facades at street frontage lines shall be pedestrian-oriented and pedestrian scale. Building design shall be "Yemassee Character" and consistent with major design elements in the Yemassee Preservation Manual.

8. Screening requirements for exterior storage areas:
 - a. Screening shall be exclusive of driveways and sight lines used for safe automobile ingress and egress;
 - b. Fences and walls that are used shall be of the same or compatible material, in terms of texture and quality, as the material and color of the principal building. Additional planting material shall be provided so that no more than two-thirds (2/3) of the surface area of the fence or wall is visible from the street within three (3) years of erection of the structure. Twenty-five (25) percent of this plant material may be deciduous; and
 - c. All trash, garbage, or other waste must be retained in sanitary containers located inside the building or within a screening enclosure. Any such enclosure must be located a minimum of twenty (20) feet from the property line of any residential use or residential zoning district.

5.15.6 To encourage the formation and continuance of a healthy and diverse mixed use community, the Town of Yemassee will consider rezoning from Transitional (TR) to Regional Commercial, Village Commercial, Mixed Use, Planned Unit Development, or other Town zoning districts, when a full range of public facilities and services exists to serve development, and where it is likely and desirable to extend such type development, The Town of Yemassee has the sole discretion with regards to rezoning approvals, after consideration of the following standards:

- A. Allowed uses under the selected zoning category are consistent with the Town comprehensive plan and the evolving character of the neighborhood;
- B. Densities and intensities of all future development consistent with adopted stormwater management and drainage regulations;
- C. Adequate multi-modal transportation systems exist, including bicycle and pedestrian sidewalks/trails; distribution of site traffic through various access points; connectivity with adjacent land uses; and funded road improvements;
- D. Reduction in transportation impacts by developing mixed uses which place residential units in close proximity to economic centers, jobs, and other public uses;

- E. Increased useable open space beyond the minimum open space required by the Town of Yemassee;
- F. Protection of the natural features and resources;
- G. Provision of affordable housing, redevelopment of underutilized properties and infill development that creates a better environment than what can be accomplished under TR permitted uses and standards;
- H. The character of the area or adjacent land use has changed enough to warrant a different zoning district;
- I. The proposed change is compatible with surrounding development in terms of land uses, appropriate buffers, setbacks, development density/intensity, visual, and traffic impacts;
- J. Provision of economic diversity by providing skilled labor jobs;
- K. Letters/studies indicating adequate roads and verifying availability of public water and public sewer;
- L. Letters from appropriate agencies verifying adequacy of police, emergency service, and fire facilities; and
- M. Letters of verification from the school board to demonstrate adequate school capacity."

Should any Section or provision of this Ordinance be declared invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole or any part thereof, which is not specifically declared to be invalid or unconstitutional.

Section 5.16 Agricultural [AG]

The Agricultural District is designed to provide for agricultural, forestry, and low-density residential uses. The intent of the District is to provide for the conservation of cultivated, forested, or pastoral land, discourage premature and isolated high-density development, and to provide for low-density residential uses associated with agricultural activity.

5.16.1 Standards for the AG District

- A. Maximum density: One (1) dwelling unit per acre.
- B. Maximum lot size: One (1) acre per dwelling.

5.16.2 Permitted Uses for the AG District

- A. Single-family dwelling.
- B. Mobile home dwelling provided the same is under skirted around its base with an appropriate material sufficient to provide a visual screen for the underpinnings of the mobile home.
- C. Agricultural use and structures pertaining to such use, provided that no such use shall involve the slaughtering or processing of poultry or livestock for volume commercial sale. Dense livestock and poultry are prohibited.
- D. Forest, tree farm, game preserve, or other conservation purpose.

5.16.3 Prohibited Uses

- A. Adult Entertainment Establishments.
- B. Any business, person, entity or service offering Adult Entertainment.

Section 5.17 Highway Corridor Overlay District [HCOD]

- 5.17.1 The purpose of the Highway Corridor Overlay District (HCOD) is to provide for the safe and efficient use of these highways; to minimize congestion and the number of traffic conflict points; to enhance the quality of development; to protect and enhance the area's unique aesthetic character and natural environment; to reduce unnecessary visual distractions; and to encourage the design of architecture, signage, and lighting which is harmonious with the natural and man-made assets of the Low Country. The Highway Corridor is defined as five hundred (500) feet in depth beginning at the highway right-of-way line or to the rear of the property line fronting the designated highway, whichever is less. The HCOD shall apply to US Highways 17, 17A and 21, Interstate Highway 95, and South Carolina Highway 68, except where those roads are within or immediately adjacent to the Historic Preservation Overlay District (HPOD). For those roads within or immediately adjacent to the HPOD, the terms of the HCOD relative

to temporary construction trailers, lighting, and landscaping shall remain applicable. Please refer to *Section 5.11, Village Commercial District*, for all other highway corridor standards within the HPOD.

5.17.2 The Planning Commission for the Town of Yemassee shall administer the Highway Corridor Overlay District until such time as a separate board is established for the same. The Planning Commission shall review the design of all structures (except those excepted), including habitable structures, walls, fences, light fixtures and accessories, appurtenant structures, and the design of all signs within the Town of Yemassee except those that are located within the Historic Preservation Overlay District. All issues related to the design of structures and signage within the District defined by the *Historic Preservation Overlay District Ordinance* shall be submitted first to the Town of Yemassee Community Development Department.

5.17.3 Boundaries of the HCOD

- A. The boundaries of the HCOD are to be depicted on a map or series of maps entitled, "*Official Zoning Map, Town of Yemassee*" that together with all explanatory matter thereon is hereby adopted by reference and declared to be part of this Ordinance.
- B. Where uncertainty exists as to the boundaries of a District as shown on the *Official Zoning Map*, the following rules shall apply:
 1. Boundaries indicated as approximately following the centerlines of right-of-way lines of streets, highways, utility, or other easements shall be construed to follow such lines;
 2. Boundaries indicated as approximately following plotted lot or tract property lines shall be construed as following such lines; and
 3. Boundaries indicated, as approximately following the incorporated areas or Town limit lines, military reservation boundaries, special service area, or tax district area lines, as amended from time to time, shall be construed to follow such lines.

5.17.4 General Requirements:

- A. Land uses permitted within the HCOD shall be as prescribed by the zoning districts underlying the HCOD.
- B. All development, including signage, as defined in this Ordinance shall be subject to the provisions of the HCOD, with the following exceptions, which shall be in addition to, rather than in place of, the requirements for the underlying zoning district:
 - 1. Individual parcels in or designated for single-family residential use and family property (i.e., parcels in residential use by members of the same family). The establishment of a single-family use on such parcels, however, shall be subject to the seventy-five (75) foot front yard setback on an existing parcel of record and subject to the one thousand five hundred (1,500) foot distance requirement between access points for newly created parcels;
 - 2. Newly created single-family parcels within subdivisions, which shall be subject to the standard setback of ten (10) feet from the property line where an existing twenty-five (25) foot landscaped buffer is already established for the entire subdivision, under the provisions of this Ordinance and subject to the one thousand five hundred (1,500) foot distance requirement between access points; and
 - 3. Mobile home parks, which shall be subject to their standard setback from the property line where an existing twenty-five (25) foot landscaped buffer is already established, under the provisions of this distance requirement between access points.
- C. If a parcel extends beyond the boundaries of the HCOD, then development at any location within the entire parcel shall be subject to review.
- D. The Planning Commission will review development within the five hundred (500) foot corridor. The Community Development Director will waive review of development that, in its determination, will not be visible from the highway.

- E. Manufactured or mobile homes are not permitted for use on property within the HCOD with the exception of exempted uses in *Section 5.17.4.B* and for use as a temporary, on-site construction facility, whereby a trailer may be used on the property only during the life of the construction project. Modular buildings are permitted for residential or commercial use within the HCOD. (*See Article X, Definitions for performance standards*). Mobile or manufactured homes are not permitted for use as commercial structures within the HCOD, other than for a temporary construction facility.
- 5.17.5 A minimum distance of one thousand five hundred (1,500) feet shall be maintained between all access points onto the corridor, including private driveways, roads, and public right-of-way. Spacing will be measured from the midpoint of each driveway. If the existence of jurisdictional wetlands precludes compliance with this provision, the Planning Commission shall have discretion as to the placing of an alternative access point; however, no additional curb cuts on the subject parcel should result from having the alternative access point. This minimum distance applies with the following exceptions:
- A. Access may be granted to a parcel of record existing at the time of adoption of the HCOD provided that the property owner demonstrates that (s)he has made significant but unsuccessful efforts to establish alternative access, including, but not limited to, the following methods: joint access with adjoining properties, access from adjacent roads and the establishment of frontage roads; and
 - B. Where the South Carolina Department of Transportation has established nodes along the right-of-way of the US Highway 95 and its access points spaced less than one thousand five hundred (1,500) feet apart may be used provided that they are spaced at least one thousand two hundred (1,200) feet apart.
- 5.17.6 The following standards shall apply to property within the HCOD:
- A. The minimum front yard setback from the right-of-way shall be seventy-five (75) feet for all primary and accessory structures, but not including accessory structures such as walls, fences, trellises, and other landscape structures.

- B. The minimum side yard setbacks from the property line shall be fifteen (15) feet.
 - C. The Planning Commission shall have discretion to adjust the front, side, and rear setbacks in the case of jurisdictional wetlands or to preserve existing specimen trees.
 - D. The minimum lot width at the building setback line for newly created parcels shall be a distance of one hundred fifty (150) feet. Newly created parcels are subject to the one thousand five hundred (1,500) foot distance requirement between access points from the highway.
- 5.17.7 In addition to the existing standards of the *Town of Yemassee Zoning Ordinances* regarding subdivisions, the following requirements pertain to the HCOD:
- A. Newly created subdivisions are subject to the one thousand five hundred (1,500) foot distance requirement between access points from the highway;
 - B. No subdivision of land which would create parcels fronting on the highway shall be approved unless it is established prior to subdivision approval how access will be provided to each parcel in compliance with the one thousand five hundred (1,500) foot distance requirement, (i.e., frontage roads, shared access drives, and others);
 - C. Newly created parcels must have sufficient depth to allow for the required twenty-five (25) foot highway buffer and setback required herein;
 - D. A permanent twenty-five (25) foot highway buffer, as required in the HCOD, shall be provided for in all new residential subdivisions; and
 - E. If existing platted commercial subdivisions contain dedicated open space, such open space may be used to meet the landscaping requirements for the highway buffer.

5.17.8 Landscaping and Buffers

A. General Requirements

1. For the purposes of this Ordinance, "landscaped area" shall include all pervious areas containing existing or installed vegetation and water features. The use of existing vegetation and plant species native to the Low Country region is encouraged in the landscaped areas.
2. The Planning Department shall review plant selections and landscaping designs only to ensure conformance with the specific requirements of this Section. Plant materials used for installation shall conform to the standards established by the American Association of Nurserymen in the *American Standard for Nursery Stock* provisions. All landscaping required by this Section and shown on the approved application shall be maintained in good condition by the property owner. Plant material that has died or is in an unacceptable condition shall be replaced within four (4) weeks of notification from Town staff of the problem. If the plants are not replaced within that time period, the plants shall be replaced by the Town and the property owner billed for the expense.

B. Highway Buffers

1. A minimum twenty-five (25) foot wide landscaped buffer shall be established parallel to the entire front of the property along the highway right-of-way. The buffer shall contain only vegetative landscaping materials, except for the uses listed below:
 - a. Vehicular access drives placed approximately perpendicular to the right-of-way;
 - b. Foot and bicycle paths;
 - c. Walls and fences less than six (6) feet in height;
 - d. Landscaping sculpture, lighting fixtures, trellises, and arbors;
 - e. Bus shelters;

- f. Signage;
 - g. Water, sanitary sewer, electrical, telephone, natural gas, cable, and other service lines provided that they are placed approximately perpendicular to the right-of-way. Where existing lines or planned lines must run parallel to the right-of-way, an equivalent amount of buffer may be required beyond the twenty-five (25) feet if the character of the buffer is greatly disturbed. To the extent possible, such service lines should be consolidated with vehicular access routes;
 - h. Electrical, telephone, gas, water supply, sewage disposal, and other utilities may be constructed within the required buffer area and after installation of such services and to meet the requirements of this Section, the developer shall be required to restore the buffer area as approved by the Town; and
 - i. Where existing or created lagoons and drainage swales will occupy a substantial portion of the highway buffer because of natural land forms or drainage patterns, additional buffer depth may be required to achieve the visual softening intent of this Section. If the development is proposed for an existing platted lot and the size of the lot makes adherence to these standards impractical, the Planning Commission may relax these standards as reasonably necessary to be consistent with the *Town of Yemassee Zoning Ordinances*.
2. No tree six (6) inches in diameter at four (4) feet diameter breast height (dbh) or larger may be removed from the highway buffer except for access drives, sight triangles, and diseased trees, as approved by the Planning Commission. Where groupings of native shrubs are present, their preservation with minimal disturbance is strongly encouraged.
- C. Landscaping: The purpose of the landscaping requirements is to achieve at maturity a semi-continuous and semi-opaque vertical plane of tree canopy, understory trees, and shrubbery coverage in order to soften the appearance of structures and

parking lots visible from the highway, to screen headlight glare on and off site, and to mitigate commercial lighting as seen by neighboring properties and from the highway. Natural appearing landscape forms are encouraged.

1. The following list contains overstory and understory trees that are found in the Low Country region and are recommended for use in meeting the landscaping requirements of the HCOD:

A. BROAD-LEAVED OVERSTORY TREES

1. American Beech	<i>Fagus grandifolia</i>
2. American Elm	<i>Ulmus americana</i>
3. American Sycamore	<i>Platanus occidentalis</i>
4. Ashleaf Maple	<i>Acer negundo</i>
5. Black Oak	<i>Quercus velutina</i>
6. Black Gum	<i>Nyssa sylvatica</i>
7. Eastern Cottonwood	<i>Populus deltoides</i>
8. Honeylocust	<i>Gleditsia tricanthos</i>
9. Laurel Oak	<i>Quercus laurifolia</i>
10. Live Oak	<i>Quercus virginiana</i>
11. Pecan	<i>Carya illinoensis</i>
12. Palmetto (>20 feet)	<i>Sabal palmetto</i>
13. Pignut Hickory	<i>Carya glabra</i>
14. Pumpkin Ash	<i>Fraxinus profunda</i>
15. Shumard Oak	<i>Quercus shumardii</i>
16. Southern Magnolia	<i>Magnolia grandiflora</i>
17. Southern Red Oak	<i>Quercus falcata</i>
18. Swamp Chestnut Oak	<i>Quercus michauxii</i>
19. Sweet Gum	<i>Liquidamber styraciflua</i>
20. Water Tupelo	<i>Nyssa aquatica</i>
21. White Oak	<i>Quercus alba</i>
22. Willow Oak	<i>Quercus phellos</i>

B. CONE-BEARING OVERSTORY TREES

1. Bald Cypress	<i>Taxodium distichum</i>
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|--------------------|---------------------------------------|
| 2. Loblolly Pine | <i>Pinus taeda</i> |
| 3. Long Leaf Pine | <i>Pinus palustris</i> |
| 4. Pond Cypress | <i>Taxodium distichum var. nutans</i> |
| 5. Pond Pine | <i>Pinus serotina</i> |
| 6. Slash Pine | <i>Pinus elliotii</i> |
| 7. Short Leaf Pine | <i>Pinus echinata</i> |
| 8. Spruce Pine | <i>Pinus glabra</i> |

C. UNDERSTORY TREES

- | | |
|------------------------------|-----------------------------|
| 1. Allegheny Chinkapin | <i>Castanea pumila</i> |
| 2. American Holly | <i>Ilex opaca</i> |
| 3. American Plum | <i>Prunus americana</i> |
| 4. Bigleaf Snowbell | <i>Styrax grandifolia</i> |
| 5. Bitternut Hickory | <i>Carya cordiformis</i> |
| 6. Black Cherry | <i>Prunus serotina</i> |
| 7. Black Willow | <i>Salix nigra</i> |
| 8. Blackjack Oak | <i>Quercus marilandica</i> |
| 9. Bluejack Oak | <i>Quercus incana</i> |
| 10. Buckthorn Bumelia | <i>Bumelia lycioides</i> |
| 11. Cabbage Palmetto(<19 ft) | <i>Sabal palmetto</i> |
| 12. Carolina Ash | <i>Fraxinus caroliniana</i> |
| 13. Carolina Basswood | <i>Tilia caroliniana</i> |
| 14. Carolina Buckthorn | <i>Rhammus caroliniana</i> |
| 15. Carolina Laurelcherry | <i>Prunus caroliniana</i> |
| 16. Carolina Silverbell | <i>Halesia carolina</i> |
| 17. Chicksaw Plum | <i>Prunus angustifolia</i> |
| 18. Coastal Plain Willow | <i>Salix caroliniana</i> |
| 19. Common Elderberry | <i>Sambucus canadensis</i> |
| 20. Common Hoptree | <i>Ptela trifoliata</i> |
| 21. Common Persimmon | <i>Diospyros virginiana</i> |
| 22. Common Sweetleaf | <i>Symplocus tinctoria</i> |
| 23. Crepe Myrtle | <i>Lagerstroemia indica</i> |
| 24. Dahoon Holly | <i>Ilex cassine</i> |
| 25. Devilwood | <i>Osmanthus americanus</i> |
| 26. Eastern Coralbean | <i>Erythrina herbacea</i> |
| 27. Eastern Hornbeam | <i>Ostrya virginiana</i> |
| 28. Eastern Redbud | <i>Cercis canadensis</i> |
| 29. Eastern Red Cedar | <i>Juniperus virginiana</i> |
| 30. Flatwoods Plum | <i>Prunus unbellata</i> |
| 31. Florida Basswood | <i>Tilia floridana</i> |

32. Florida Maple	<i>Acer barbatum</i>
33. Flowering Dogwood	<i>Cornus florida</i>
34. Fringetree	<i>Chionanthus virginicus</i>
35. Green Ash	<i>Fraxinus pennsylvanica</i>
36. Hercules Club	<i>Zanthoxylum clava-herculis</i>
37. Ironwood	<i>Carpinus caroliniana</i>
38. Littlechip Hawthorn	<i>Crataegus spathulata</i>
39. Loblolly Bay	<i>Gordonia lasianthus</i>
40. Mockernut Hickory	<i>Carya tomentosa</i>
41. Myrtle Oak	<i>Quercus myrtifolia</i>
42. Overcup Oak	<i>Quercus lyrata</i>
43. Parsley Hawthorn	<i>Crataegus marshallii</i>
44. Pawpaw	<i>Asimina triloba</i>
45. Planer Tree	<i>Planera aquatica</i>
46. Possumhaw Holly	<i>Ilex decidua</i>
47. Post Oak	<i>Quercus stellata</i>
48. Red Buckeye	<i>Aesculus pavia</i>
49. Red Maple	<i>Acer rubrum</i>
50. Red Mulberry	<i>Morus rubra</i>
51. Redbay	<i>Persea borbonia</i>
52. River Birch	<i>Betula nigra</i>
53. Sand Hickory	<i>Carya pallida</i>
54. Sassafras	<i>sassafrass albidum</i>
55. Sourwood	<i>Oxydendrum arboreum</i>
56. Southern Bayberry	<i>Myrica cerifera</i>
57. Southern Crab Apple	<i>Malus angustifolia</i>
58. Southern Red Cedar	<i>Juniperis silicicola</i>
59. Sparkleberry	<i>Vaccinium arboreum</i>
60. Sugarberry	<i>Celtis laevigata</i>
61. Swamp Cottonwood	<i>Populus heterophylla</i>
62. Sweetbay	<i>Magnolia virginiana</i>
63. Tough Bumelia	<i>Bumelia tenax</i>
64. Turkey Oak	<i>Quercus laevis</i>
65. Water Hickory	<i>Carya aquatica</i>
66. Water Oak	<i>Quercus nigra</i>
67. Waterlocust	<i>Gleditsia aquatica</i>
68. Wax Myrtle	<i>Myrica cerifera</i>
69. Windmill Palm	<i>Trachycarpus fortunei</i>
70. Witch Hazel	<i>Hamamelis virginiana</i>
71. Yaupon Holly	<i>Ilex vomitoria</i>

2. For every one hundred (100) linear feet (or portion thereof) of frontage on the highway, a minimum of six (6) broad-

leaved overstory trees, seven (7) understory trees, and thirty (30) shrubs are required in the buffer. The plant materials shall be generally distributed along and throughout the buffer in order that there not be significant gaps without plantings (except as required at sight triangles and road intersections).

3. Three (3) cone-bearing overstory trees may substitute for one (1) broad-leaved overstory tree. However, for each substitution of three (3) cone-bearing overstory trees, one (1) additional understory tree shall be required.
4. Existing, as well as installed, vegetation may be included in meeting the requirement, but if there is not sufficient distribution within the buffer, then additional plantings will be required; i.e. existing healthy trees which are grouped closely together (such that the canopies are closely intertwined) shall be considered as a group rather than tallied individually. Appropriate credit shall be allocated at the discretion of the Community Development Director.
5. Existing evergreen or deciduous understory trees may be counted for credit to meet the requirements; however, understory trees to be newly planted must be evergreen.
6. Installed overstory trees used to meet this requirement shall be at least two and one half (2½) caliper inches and ten (10) feet tall when planted. Installed understory trees used to meet this requirement shall be at least one (1) caliper inch and eight (8) feet tall when planted. Installed shrubs used to meet this requirement shall be at least two and one half (2½) feet tall when planted.
7. Where commercial parking areas would be visible from the highway, additional vegetation, walls, fences, berms, or some combination shall be used to screen those areas. The effectiveness of proposed screening materials shall be subject to the review and discretion of the Planning Commission. This provision shall not apply to those commercial uses exempted for the outside display of merchandise, except for any commercial parking areas that are part of such uses.

8. Trees and shrubs shall not be pruned in any manner that would significantly diminish the desired softening character of the buffer except in accordance with standard horticultural practice. Trees shall not be limbed-up from the ground more than six (6) feet to the lowest branches except as required within sight triangles at intersections or to provide adequate light for understory plantings.
9. Existing evergreen or deciduous understory trees may be counted for credit to meet the requirements; however, understory trees to be newly planted must be evergreen.

D. Other Buffer and Landscaping Standards

1. Perimeter Buffer: Landscaped buffers at least ten (10) feet in width shall be maintained along the side and rear property boundaries. These buffers may be penetrated for vehicular and pedestrian passageways linking adjoining properties provided the passageways are placed approximately perpendicular to these buffers.
2. Foundation Buffer: A landscaped buffer at least eight (8) feet wide shall be maintained between any structure, parking, or driving area, except for loading areas and areas where drive through facilities are utilized. This space is to be reserved for plant material, either existing or planned. No such space is required at the rear or other sides of the building, but is encouraged. Sidewalks and handicap ramps may be placed adjacent to the buffer on either side. The buffer may be penetrated to provide for access to the building and is not required in loading areas.
3. Walls and Fences: Any opaque or partially opaque walls or fences installed along the front of the property, including those used for screening of parking areas, must be softened with landscaping materials.
4. Frontage roads shall be located behind the front buffer.
5. Parking lots shall include landscaped medians and landscaped peninsulas as follows:

- a. A minimum of five (5) foot wide landscaped median shall be installed alongside (perpendicular to) parking spaces on the interior portion of a parking lot with more than one (1) parking bay. Wheel stops shall be placed within all parking spaces at the standard distance from every landscaped median to protect plantings. Shrubs and/or trees shall be installed in the median to provide for semi-continuous planting along the median. Shrubs shall be at least one (1) foot in height at installation and reasonably projected to grow at least two (2) feet in height within three (3) years; and
- b. A minimum nine (9) by twenty (20) foot landscaped peninsula shall be installed parallel to the parking spaces every eight (8) or fewer spaces and at the end of the parking aisle in order to separate the last space from any adjacent travelways. Each landscaped peninsula shall contain one (1) broad-leaved overstory tree with a minimum size of two and one half (2½) caliper inches at dbh and a minimum height of ten (10) feet.

5.17.9 Architectural Design

- A. It is the intent of this Section to encourage architecture that is unobtrusive and of a design, material, and color that blend harmoniously with the natural surroundings and the form and scale of neighboring architecture, provided the latter conforms to the intent of this Section. Architectural review is not meant to stifle innovative design or diversity, but to safeguard property values, maintain the architectural heritage of Yemassee and the “Lowcountry of South Carolina” design elements and long-term economic assets through quality design and development.
- B. The Planning Commission shall review elements of design, including form, mass, scale, proportion, height, texture, color, architectural style, individual architectural elements, orientation, or specific location upon the site. If the Planning Commission disapproves a design, the Planning Commission must establish significant justification for such denial in accordance with the intent of this Section. The Planning Commission may require adjustments to the design and site location of proposed structures and reasonable conditions may be attached to an approval.

C. General Principles.

1. Architectural styles should be reflective of, or at least compatible with, architectural styles that exemplify the unique character of the Low Country region and conform to general standards of architectural quality.
2. Multi-unit developments shall utilize a consistent or at least stylistically compatible palette of scale, forms, colors, materials, and textures.
3. Accessory structures should be architecturally compatible with primary structures.
4. The maximum building height is thirty-five (35) feet. Unoccupied architectural features, such as cupolas and steeples, shall be reviewed on a case-by-case basis and will require approval by the Yemassee Fire Marshal prior to Planning Commission review.
5. Appropriate Exterior materials and Architectural Elements: Only the exteriors of structures are subject to review. The following are some materials and elements that are considered compatible and appropriate for primary and accessory structures. Other materials and elements consistent with the General Principles outlined above will also be considered by the Planning Commission:
 - a. Siding: Wood clapboard, wood board and batten, wood shingle siding, brick, stucco, tabby, natural stone, faced concrete block, and artificial siding which closely resembles painted wood clapboard. Wood siding may be painted, stained, weathered, or left natural;
 - b. Roofs: Wood shingles, slate shingles, multi-layered asphalt shingles, metal raised seam, or tiles, and the use of pitched roofs (four (4) and twelve (12) pitch or greater), roof overhangs, covered porches, canopies, awnings, trellises, gazebos, and open wood fences;

- c. The use of pitched roofs, roof overhangs, covered porches, canopies, awnings, trellises, gazebos, and open wood fences are encouraged; and
 - d. Colors considered to be compatible with the Low Country or coastal vernacular palette are earth tones (i.e., greens, tans, light browns and terra cotta), grays, pale primary and secondary colors (with less than fifty (50) percent color value), white and cream tones, and oxblood red.
6. Any accent color (i.e., black, dark blue, grays, and other dark or strong colors) may be used on a limited basis as an architectural motif and will be allowed according to the discretion of the Planning Commission and on the merits of its use in the overall design, and the use of corporate logos will be considered on a case-by-case basis.
- D. Inappropriate Exterior Materials and Architectural Elements:
The following materials and elements are considered incompatible and inappropriate for primary and accessory structures:
1. Plywood, cinderblock, unfinished poured concrete, unlaced concrete block, and plastic or metal not closely resembling painted wood clapboard;
 2. Partial (less than three (3) sides) mansard roofs, flat roofs without a pediment, and long unarticulated roofs;
 3. Long, unarticulated, or blank facades;
 4. Incongruity of architectural details or color contrasts resulting in a clearly disturbing appearance;
 5. Unscreened chain link or woven metal fences;
 6. Use of reflective materials as the main building material or texture; and
 7. Use of highly reflective glass.

- E. Accessory Buildings: The design of accessory buildings should reflect and coordinate with the general style of architecture inherent in the primary structure on the property.

5.17.10 Signs, RESERVED. See *Section 5.21, Signs, Town of Yemassee Zoning Ordinance*.

5.17.11 Lighting

- A. Any lighting used to illuminate parking areas, access drives, or loading areas shall be of such a design or level of illumination so as to minimize the amount of ambient lighting perceptible from adjacent properties and that would impair the vision of motorists on the corridor.
- B. Exterior architectural, display, and decorative lighting visible from the corridor shall be generated from concealed light source, low-level light fixtures.
- C. All interior lighting shall be so designed to prevent the light source or high levels of light from being visible from the corridor.
- D. Entrances into developments from the highway may be lighted for traffic safety reasons provided such lighting does not exceed the foot-candle requirements for lighting walkways and streets, per *Section 4.23.3.C.2.4 of the Town of Yemassee Zoning Ordinance*. Lighting poles mounted within fifty (50) feet from the highway right-of-way may not exceed a height of twenty (20) feet, and only forward-throw or Type IV lights may be used to light entrances.
- E. All lighting fixtures designed or placed so as to illuminate any portion of a site shall meet the following requirements:
 - 1. Fixture (Luminaire): Any light fixture shall be a cutoff luminaire whose source is completely concealed with an opaque housing and shall not be visible from any street. This provision includes lights on mounted poles as well as architectural display and decorative lighting visible from the corridor;

2. Light Source (Lamp): Only incandescent, fluorescent, metal halide, mercury vapor, or color corrected, high-pressure sodium light may be used. The same type must be used for the same or similar type of lighting on any one (1) site or Planned Unit Development. No colors other than white or off-white (i.e., light yellow tones) may be used for any lighting source for the lighting of signs, structures, or the overall site;

3. Mounting: Fixtures must be mounted in such a manner that the cone of light does not cross the property line of the site. The minimum mounting height for a pole shall be twelve (12) feet; and

4. Illumination Levels: All site lighting shall be designed so that the level of illumination as measured in foot-candles (*fc*) at any one (1) point meets the following standards. Minimum and maximum levels are measured at any one (1) point.
 - a. Average level is not to exceed the calculated value, and is derived using only the area of the site included to receive illumination. Points of measurement shall not include the area of the building or areas that do not lend themselves to pedestrian traffic. Also, if the major portion of the lighting design is to be in the front of a building, the average level should not be affected by adding a light or two (2) in the back of the same building, which would lower the average of the intended area for lighting; and

 - b. Illuminations levels are as follows:

Location or Type of Lighting	Minimum Level Foot-candles (<i>fc</i>)	Average Level Foot-candles (<i>fc</i>)	Maximum Level Foot-candles (<i>fc</i>)
Canopy Area Lighting	2.0	12.0	20.0
Commercial Parking Lots	0.2	1.5	10.0
Residential Parking Lots	0.2	1.0	8.0
Walkways and Streets	0.2	1.0	10.0
Landscape/Decorative	0.0	0.5	5.0

- F. Canopy Area Lighting: All development that incorporates a canopy area over fuel sales, automated bank machines, or similar installations shall be required to providing lighting for the canopy area meeting the standards in the Illumination Table above. For the purposes of this Section, the canopy area shall be defined as that area immediately below the canopy. Remaining areas shall be lighted according the applicable standard in Illumination Table above.
- G. Lighting Plan: A site Lighting Plan shall be submitted at one (1) inch equals twenty (20) feet scale minimum and shall include at a minimum:
1. Location and mounting information for each light;
 2. Illumination calculations showing light levels in foot-candles at points located on a ten (10) foot center grid, including an illustration of the areas masked out per the requirements above regarding points of measurements;
 3. A fixture schedule listing fixture design, type of lamp, and wattage of each fixture; and number of lumens after using eighty-five (85) percent depreciation for both metal halide and high pressure sodium of initial output;
 4. Manufacturer's photometric data for each type of light fixture, including initial lumens and mean depreciation values; and
 5. An illumination summary, including the minimum, average, and maximum foot-candle calculations (array values) and the total number of array points (points used on the ten (10) foot grid for the calculation).

5.17.12 Other Requirements

- A. All trash receptacles, dumpsters, ductwork, fixed operating machinery, and other such utility equipment shall be either screened from view or located so that they are not visible from the highway, and shall be located not less than ten (10) feet from side and rear property lines.
- B. There shall be no outside display of merchandise except for automobiles, trucks, boats, tractors, outside landscape

structures (i.e., garden sheds, arbors, gazebos, etc. but not outdoor furniture), plant materials, and agricultural products.

- C. Outside storage of other merchandise is permitted only at the rear of the property or behind completely opaque walls and screens.
- D. Any existing commercial or industrial use presently not conforming to the site design standards, general standards, landscaping, lighting, and sign standards of this Section shall be brought into compliance if the use is changed, expanded, or altered. Land use discontinued for more than six (6) months shall conform to the landscaping, sign, lighting, and site design provisions of this Section as reasonably related to existing site constructs, at the discretion of the Planning Commission.

Section 5.18 Historic Preservation Overlay District [HPOD]

- 5.18.1 The purpose of this District is to promote the educational, cultural, and general welfare of the public through the preservation, protection, and enhancement of the old, historic, and/or architecturally-worthy structures and areas of the Town; to maintain such structures as visible reminders of the history and cultural heritage of the Town, the State, and Nation, according to the standards set forth in the Secretary of the Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*.
- 5.18.2 The HPOD for the Town of Yemassee has authority under *South Carolina Code of Laws, Title 6, Chapter 29, Section 870, and 940*.
- 5.18.3 The HPOD for the Town of Yemassee, including Subsections, shall be designated on the Town's *Official Zoning Map(s)* and is referred to as "Olde Towne" with the following clarifications, additions, and exceptions:
 - A. Where the boundaries are designated at specific roads, the center lines of the rights-of-way of those roads shall be deemed said boundaries; and

5.18.4 To provide guidance for consistency of standards within HPOD, and to identify desirable goals and objectives for the Yemassee HPOD, the *Yemassee Preservation Manual* will be prepared for the Town and adopted for use by the HPC and Town Council. Until it is prepared and adopted the HPC shall use the Town of Bluffton Manual.

- A. The manual shall be used by the HPC in the exercise of its authority granted under this Ordinance for review of properties.
- B. To ensure that the purpose of this Ordinance is achieved, the HPC shall strive to ensure that all new construction complements the surrounding area and that the HPOD's look, feel, and ambiance is preserved. To accomplish this goal and purpose, the manual will indicate guidelines for design and materials similar to that used on structures within in which the construction is to be performed.

5.18.5 Definitions of terms used within this Section include the following:

- A. Alteration: Any change in the external architectural features of any structure within the HPOD or interior changes of any structure included in the NRHP or local historic register, if, and only if, that interior feature is specifically included in NRHP historic designation.
- B. Historic Preservation Commission (HPC): The appointed board that recommends the designation of and regulates changes to the Yemassee HPOD and structures. Until such time as this commission is created all duties of this commission shall be exercised by the YPC.
- C. Building Code: Those standards adopted by local governments to regulate the construction of buildings. In Yemassee, these refer to those building codes in effect for Hampton and/or Beaufort County as well as all codes appropriate for government-funded buildings.
- D. Building Permit: A permit required for construction of new buildings or for alterations of the interior or exterior of a structure for five hundred (500) dollars or more.

- E. Certificate of Appropriateness: The document issued by the Yemassee HPC following the review proscribed in this Section, certifying that the proposed actions by an Applicant are found to be acceptable in terms of design criteria relating to the individual property or the HPOD(s). A Certificate of Appropriateness will only be required for those activities which require a building permit or for demolition.
- F. Certified Historic Structure: For the purpose of federal or state preservation incentives, any structure subject to depreciation, as defined by the *Internal Revenue Code*, that is listed individually in the *National Register of Historic Places* or located within a registered NRHP District and certified by the Secretary of the Interior as being of historical significance to the District.
- G. Contiguity: Calculated by sight lines to the subject application (i.e., a property may be contiguous by line of sight across a street or cove or through the open yard of adjacent properties).
- H. Demolition: The destruction of a building or structure. Demolition within either sub-district of the HPOD requires a Certificate of Appropriateness.
- I. Demolition by Neglect: The destruction of a building or structure through abandonment or lack of maintenance.
- J. Exterior Architectural Appearance: Architectural character, general composition, and general arrangement of the exterior of the structure, including the kind, color, and texture of the building material, type, and character of all windows, doors, light fixtures, signs, and appurtenant elements, visible from the street or public thoroughfare.
- K. Historic Preservation Overlay District (HPOD): An area designated by the Yemassee Town Council upon the recommendations of the Yemassee HPC.
- L. Historic Property: Any place, building, structure, fixture, or similar object that has been individually designated as a contributing property within an HPOD.

- M. Notable Properties: Those individual structures, sites, and properties located within the YCN that are deemed to embody a particularly high degree of significance and, therefore, are subject to YPS standards, guidelines, and procedures.
- N. Ordinary Maintenance or Repair: General repair to a structure or building which could be considered regular day to day necessities in keeping a structure or building in operable or living condition, and which prevents hazards to the public.
- O. Plans: Scale drawings in plan view and elevations, site surveys, and drawings containing all the information necessary to demonstrate the alterations proposed by the Applicant to receive a Certificate of Appropriateness.
- P. Preservation: The saving from destruction, deterioration, or demolition of old and historic buildings, sites, structures, and objects, and providing for their continued use by means of restoration, rehabilitation, or reuse. Specifically, "the act or process of applying measures to sustain the existing form, integrity, and material of a building or structure, and the existing form and vegetative cover of a site. It may include stabilization work where necessary, as well as ongoing maintenance of the historic building materials" (Secretary of the Interior).
- Q. Rehabilitation: The act or process of returning a property to a state of utility through repair or alteration which makes possible and efficient contemporary use while preserving those features of the property which are significant to its historical, architectural, and cultural values.
- R. Restoration: "The act or process of accurately recovering the form and details of a property which are significant to its historical, architectural, and cultural values" (Secretary of the Interior).
- S. Structures: Anything existing, constructed, or erected with a fixed location in or on the ground, such as walls, fences, all signs, light fixtures, steps, or relevant elements thereof.

- T. Substantial hardship: A hardship caused by unusual and compelling circumstances other than entirely economic. The hardship must be proven by the Applicant.
- 5.18.6 The HPC may recommend the designation of a structure or District as historic, and therefore subject to the standards included in this Ordinance if the structure or District meets any of the criteria listed below. Such designation will become official and so noted on the *Official Zoning Map* following notification of property owner(s), two (2) successful readings, and a public hearing by Town Council.
- A. It has significant character, interest, or value as part of the development or heritage of a community;
 - B. It is the site of an historic event with a significant effect upon society;
 - C. It exemplifies the cultural, political, economic, social, or historic heritage of the community;
 - D. It portrays the environment in an era of history characterized by a distinctive architectural style;
 - E. It embodies those distinguishing characteristics of an architectural type or engineering specimen;
 - F. It is the work of a designer whose individual work has significantly influenced the development of Yemassee;
 - G. It contains elements of design, detail, materials, or craftsmanship which represent significant innovation;
 - H. By being a part of or related to a cove or other distinctive area, it should be developed or preserved according to a plan based on an historic, cultural, or architectural motif;
 - I. Owing to its unique location or singular physical characteristic, it represents an established and familiar feature of the neighborhood, community, or Town; or
 - J. It has yielded or may be likely to yield information important in pre-history or history.

5.18.7 General Requirements of the HPOD

- A. Evidence of approval by the HPC shall be a Certificate of Appropriateness issued by the HPC. Such certificates shall be a statement signed by the Chairman of the HPC stating that the demolition or changes in the exterior, or the appearance of the proposed construction, reconstruction, alteration, or restoration for which the Certificate is required has been made and approved by the HPC.
- B. Repairs and maintenance to existing buildings, which do not alter exterior appearance, may be exempted by the Mayor or his designee and need not be approved by the HPC.
- C. No structure within the HPOD may be erected, demolished, or removed, in whole or in part, nor may the exterior architectural character of structures be altered until after receipt of a Certificate of Appropriateness has been issued for the project.
- D. No structure may encroach onto the sidewalk or street right-of-way.
- E. A Certificate of Appropriateness shall be required for all permanent window signs displaying business name, proprietor, or logo. A Certificate of Appropriateness shall not be required for temporary signs (e.g., going out of business signs), standards signs (e.g., Open, Welcome, hours of operation, or credit card decals), and components of portable sign, which change regularly (e.g., menu boards on easels). The non-exchangeable components of portable signs, however, shall be subject to review.
- F. No structure over fifty (50) years old within the limits of the Town, but outside the HPOD, may be demolished or removed in whole or in part, nor may the exterior of any such structure be changed until a Certificate of Appropriateness has been issued by the HPC.
- G. Signage regulations for permitted signs will be included in the manual. Existing signs are considered as grand fathered and cannot be enlarged or replaced unless in compliance with the manual.

1. The following signs are not permitted in the HPOD:
 - a. Neon signs;
 - b. Signs with flashing lights, internally lit signs, backlit signs, or halo signs;
 - c. Signs painted on or attached to trees, fence posts, rocks, or other natural features, telephone or utility poles, or painted on the roof of buildings visible from any public thoroughfare;
 - d. Portable signs (signs that are not permanently affixed to a building, structure, the ground, or which is attached to a mobile vehicle);
 - e. Inflatable signs;
 - f. Abandoned or dilapidated signs (as determined by the Mayor or his designee); and
 - g. Small temporary signs for more than fourteen (14) days, with the exception of real estate and political campaign signs.
2. Signs determined to be not in compliance must be removed, failure to remove will result in a per-day fine in compliance with the *Town of Yemassee Codes*.

H. Telecommunications towers are not permitted in the HPOD.

I. Satellite dishes must not be prominently visible from the street in the HPOD.

5.18.8 Conceptual Review Process

- A. Prior to the preparation of working drawings and specifications, or calling for proposals or bids from contractors, prospective property developers, owners, or agents shall prepare preliminary drawings and outline specifications, including color samples for outside work, overall dimensions (height, width, length, and a comparison with all adjacent structures) for review and informal discussion with the Mayor or his designee

and/or the Planning Staff. The purpose of this review will be to acquaint the developer, owner, or agent with the standards of appropriateness of design that are required for the proposed development.

- B. The pre-application review shall not require formal application, but does require notice to be given to the Mayor or his designee and subsequent notification to the Chairman of the HPC or the Mayor's designee at least ten (10) working days before the date of the meeting at which the preliminary drawings are to be discussed. All working drawings, plans, and specifications submitted at this meeting shall be in duplicate, prepared in a form suitable for filing.

5.18.9 Certificate of Appropriateness Hearings

- A. The HPC shall meet monthly to hear all applications for permits to build, alter, or demolish any building or structure located in the Yemassee HPOD for which a Certificate of Appropriateness is required.
- B. Applications shall be submitted to the office of the Mayor ten (10) working days prior to a regularly scheduled HPC meeting date.
- C. Three (3) copies of all plans and drawings shall be submitted for any and all alterations and/or additions to existing structures and for all new buildings to be constructed and shall contain the following:
 - 1. Drawings consisting of plans and exterior elevations drawn to scale and signed by the architect or draftsman. The drawings shall be in sufficient detail to show architectural design, proposed materials, textures, and colors;
 - 2. A site layout showing all improvements planned for the property, including walls, walks, terraces, plantings, accessory buildings, signs, lights, and other elements;
 - 3. A Site Plan with existing adjacent buildings shown;
 - 4. Samples of building materials;

5. Photographs of the structure and all improvements on the property (walls, sidewalks, gardens, and such). Photographs are to show all sides of the structure and adjacent properties. For new construction, photographs of any improvements on the property and of adjacent properties are required; and
 6. Submittals for review by the Mayor, for projects considered as maintenance, will require plans considered appropriate by the the Mayor or his designee to adequately depict the proposed project.
- D. Applications shall be reviewed for appropriateness for the sub-district in which it is located as determined by the standards included in the *Yemassee Preservation Manual*.
- E. In cases where structures are on the *NRHP* and/or under the preview of the SC Department of Archives and History, whereby architectural changes/restoration/repair require the sanction of either of those entities, evidence of such approval shall serve as the basis for HPC approval. Absence such evidence, the HPC shall serve as the approving entity.
- F. Approved plans and drawings shall be stamped with a Certificate of Appropriateness and one (1) set of approved drawings filed with the applicable County Building Code Inspector's office, one (1) set filed with the application in the HPC offices, and one (1) set returned to the Applicant.
- G. If the HPC fails to take action on any application within forty-five (45) days after receipt of the application, the application shall be deemed to be approved, except where written agreement has been made for expansion of the time limit.
- H. When a Certificate of Appropriateness has been issued, the Town's designated Compliance Official shall inspect the alteration or construction in a timely manner and shall report to the HPC all work not in accordance with the Certificate or violating any Ordinance of the Town. The property owner shall be required to have a copy of the Certificate on the premises during construction to facilitate the inspections.

- I. The HPC shall notify the Town Council of all violations or work done not in accordance with the Certificate of Appropriateness. The Mayor or his designee issues a “stop work order” to halt all construction on the project and notify the property owner and the Town Planner in writing of the violations and what actions should be taken to comply with the Certificate. Persons in violation shall be subject to penalties described in the *Municipal Code of the Town of Yemassee*.

- J. When a Certificate of Appropriateness is denied, the HPC shall state its reasons in writing and transmit them to the Applicant and the Mayor or his designee. The Applicant may make alterations to the project and reapply to the HPC and the re-application shall be heard at the next meeting, or the Applicant may appeal the HPC’s decision to the Circuit Court pursuant to *South Carolina Code Sections 6-29-900, 6-29-930, and 6-29-940*. Any appeal by an Applicant of the denial of a Certificate of Appropriateness, whether upon the original application or re-application, shall be made in accordance with the *South Carolina Code of Law Sections* set forth herein.

5.18.10 Demolition

- A. Upon receiving an application concerning a building or structure which is at least fifty (50) years old and is within the limits of the Town, but outside the HPOD, the HPC shall, within forty-five (45) days after receipt of the application, either approve such application, or find that the preservation and protection of historic places and the public interest will be best served by postponing the demolition or alteration for a designated period, which shall not exceed one hundred eighty (180) days from the receipt of the application. The HPC shall notify the Applicant of such postponement. The HPC shall use the factors listed in *Section 5.18.6* to determine the importance of preserving the structure and the level of public interest.

- B. In all applications involving the demolition or partial demolition of a structure, provisions shall be made for a public hearing as set forth in this Ordinance.

- C. In any case involving the demolition or partial demolition of a structure, before granting approval or requiring a postponement, the HPC may call on the Mayor or his designee to provide a report on the state of repair and structural stability of the structure under consideration.
- D. Within the period of postponement of the demolition or alteration of any building within the Yemassee Preservation District, the HPC shall take steps to ascertain what the Town Council can or may do to preserve the building, including consultation with private civic groups, interested private citizens, and other public boards or agencies, and investigation of the potential use of the power of clear historic and architectural significance and clearly in the interest of the general welfare of the Town. The HPC shall then make recommendations to the Town Council.

5.18.11 Exclusions

- A. Ordinary maintenance and repair of any of the existing features of a structure that does not involve a change in design, type of materials, or outward appearance shall be exempt from the review and approval requirements of this Section.
- B. Nothing in this Section shall be construed to prevent the construction, reconstruction, alteration, or demolition of any elements of a structure which authorized municipal officers certify as required to protect public safety.

5.18.12 Should any Section or provision of this Ordinance be declared invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof, which is not specifically declared to be invalid or unconstitutional.

Section 5.19 Telecommunication Towers

- 5.19.1 The purpose of this Ordinance is to address the rapid development of wireless communications technology and the increased demand for wireless communications services for the public. The Town Council recognizes that the need may arise for communication towers to be sited within the Town to keep pace with this growing demand for services and desires to enact

development regulations that will address the placement and construction of communication towers in a manner which protects the health, safety, and welfare of the citizens of Yemassee and preserves the aesthetic character of the Town, as well as, protect residential areas and land uses from potential adverse impacts of communications towers through design, siting, and landscape screening.

5.19.2 The following definitions shall apply:

- A. A communication tower shall be defined as a tower, pole, or similar structure which supports a telecommunications antenna operated for commercial purposes or by a commercial entity above ground in a fixed location, freestanding, guyed, or on a building. This does not include private home-use television reception antennae and satellite dishes, or communication towers for amateur radio operation licensed by the Federal Communications Commission.
- B. Telecommunications shall be as defined in the *Federal Telecommunications Act of 1996* as the transmission between or among points specified by the users of information of the user's choosing, without change in the form of content or other information as sent and received.
- C. A tower's fall zone shall be defined as the area within which a communications tower can be predicted to collapse in the event of failure, plus the area surrounding the tower in which the public's health, safety, welfare, or property may be affected as a result of a collapse in the event of failure.

5.19.3 Communication towers shall not be allowed as a permissible use in the Historic Preservation Overlay District (both sub-districts), the Highway Corridor Overlay District, or the River Protection Overlay District. New freestanding communication towers shall be allowed only by special exception provided that the Applicant:

- A. Supplies a written narrative demonstrating:
 - 1. That existing towers and building do not technologically afford the Applicant the ability to provide service to the service area of the Applicant or service provider; and

2. That the geographical boundaries of the proposed service area cannot technologically be divided to avoid the necessity for a freestanding tower/antenna.
- B. Includes a detailed Site Plan siting the communication tower and/or communication antenna, with one (1) of the following zoning categories:
1. Limited Industrial;
 2. Village Commercial; or
 3. PUD (as negotiated in the respective Concept Plan).
- 5.19.4 The maximum height of a communication tower within these zoning districts is limited to one hundred eighty (180) feet as measured from existing grade/base flood elevation at its base to the highest point of the tower or antenna, except that in the Light Industrial zoning district, heights over one hundred eighty (180) feet, to a maximum height of three hundred (300) feet, may be permitted as a special exception to review and approve by the Zoning Board of Appeals.
- 5.19.5 In addition to the criteria for special exception permits set above, the Zoning Board of Appeals shall, in considering applications for special exception permits relating to height of communication towers, consider the following factors:
- A. Whether the Applicant has demonstrated that additional height in the Limited Industrial zoning district is necessary for service to occupants of an area within the Town;
 - B. Whether the height of the proposed tower will not substantially detract from the aesthetic and neighborhood character or impair the use of neighboring properties; and
 - C. Whether all other provisions of this Ordinance have been met.
- 5.19.6 Application for special exceptions shall be reviewed by the Planning Commission before being considered by the Zoning Board of Appeals. The Planning Commission may make recommendations to the Zoning Board of Appeals prior to the Zoning Board of Appeals acting upon the application. The

Planning Commission has no requirement to make a recommendation to the Zoning Board of Appeals and the failure of the Planning Commission to do so does not prevent the Zoning Board of Appeals from acting upon the application. The Zoning Board of Appeals has no requirement to follow the recommendation of the Planning Commission should be taken into consideration to the extent deemed appropriate by the Zoning Board of Appeals in the making of its final determination. Any application for a special exception shall be deemed an application for a variance; and, unless otherwise provided for herein, the Applicant shall comply with the *Town of Yemassee Zoning Ordinances* as related to applications for variances from zoning.

5.19.7 The following development standards shall apply to all communications towers constructed subsequent to the effective date of this Ordinance:

A. Setbacks:

1. Communication towers shall be set back a distance equal to the height of the tower plus fifty (50) feet from any residential structure. This setback may be waived or reduced by the owner of the affected residential structure through a notarized affidavit.
2. Communication tower setbacks from all lot lines shall be a minimum of twenty (20) feet plus the linear measurement of the tower's fall zone as certified by a registered engineer.
3. Guy wire anchors, equipment buildings, and other facilities supporting communication towers shall satisfy the minimum setback requirements in the underlying zoning District.
4. All setback distances for towers shall be measured from the outermost edge of the base of the tower.

B. Communication towers shall only be illuminated as required by the Federal Communications Commission, Federal Aviation Administration, or other regulatory agency. Nighttime strobe

lighting shall not be incorporated unless required by state or federal regulations.

- C. Communication towers shall have either a galvanized steel or neutral color finish unless otherwise required by the Federal Aviation Administration.
- D. No commercial signs or advertising shall be placed on communication towers. Communication towers shall be allowed to contain signs pertaining to trespassing and to have emergency or other information required by state or federal regulations posted on them.
- E. Communication towers shall be enclosed by security fencing not less than six (6) feet in height. Razor wire shall not be permitted on fences. Access to communication towers shall be through a lockable gate.
- F. The visual impacts of communication towers shall be mitigated to the extent reasonably possible. At a minimum, the following landscaping requirements shall be met in order to screen the tower and support facilities from adjacent properties and roadways:
 - 1. A continuous hedge of evergreen shrubs, at least thirty-six (36) inches high at planting, shall be planted a maximum of three (3) feet apart around the outside perimeter of the security fence around the tower site, except for access driveways. These shrubs shall have an expected height of at least twelve (12) feet at maturity. At least one (1) row of broad-leaved overstory trees with a minimum caliper of one and three fourths (1³/₄) inches at the time of planting shall be installed, at a maximum spacing of twenty-five (25) feet, within a fifty (50) foot radius of the tower; and
 - 2. Existing native vegetation shall be preserved where possible to meet these screening requirements.
- G. These requirements may be waived or reduced in those instances where the Applicant provides written, notarized statements from adjacent property owners agreeing to a waiver or reduction in landscaping requirements. In no instance shall these landscaping requirements be waived or reduced along

any public roadway, nor along portions of the tower site that can be seen from any public roadway.

5.19.8 The following requirements apply to roof-mounted communication towers:

- A. No tower may be located on any residential structure; and
- B. A roof-mounted tower shall not extend more than twenty (20) feet above the highest part of the structure.

5.19.9 Co-location requirements:

- A. An Applicant for a new communication tower shall have made a reasonable attempt to co-locate proposed antenna(s) on existing towers, buildings, or other structures. A communication tower shall not be approved unless the Applicant provides written documentation that no existing structure is available or sufficient to accommodate the proposed antenna(s) by providing evidence of any of the following:
 - 1. Existing structures located within the geographic area in which the Applicant's antenna must be located are of insufficient height to meet the Applicant's technical design requirements;
 - 2. Existing structures do not have sufficient structural strength to support the Applicant's proposed antenna;
 - 3. The Applicant's proposed antenna would cause electromagnetic interference with antennae on existing structures, or antennae on existing structures would cause interference with the Applicant's proposed antenna; and/or
 - 4. The fees, costs, or other contractual provisions required by the owner of the existing structure for co-location or the engineering costs to adapt an existing structure for co-location are unreasonable given current market rates in the region.
- B. The Applicant shall be required to allow other users to co-locate on the proposed communication tower when constructed. Communication towers below one hundred eighty (180) feet in

height shall provide space for at least one (1) co-location.
Communication towers over one hundred eighty (180) feet in height shall provide space for at least two (2) co-locations.
Communication towers over two hundred twenty (220) feet in height shall provide space for at least four (4) co-locations. All communication towers shall be structurally engineered to support the appropriate number of co-locations.

- 5.19.10 A communication tower not used for communication purposes for a period of one hundred twenty (120) consecutive days shall be presumed to be abandoned, and the owner of such tower shall notify the Town and remove the tower and all associated structures, equipment, foundations, and other improvements within sixty (60) days. Removal costs shall be the responsibility of the tower owner. The tower owner may apply to the Town for a one (1) time extension of an additional one hundred twenty (120) days upon proof that a licensed antenna will be in use on the structure prior to the end of the one hundred twenty (120) day extension period.
- 5.19.11 All applications for new communication towers shall include the following items:
- A. A scaled Site Plan (no more than one (1) inch equals fifty (50) feet), sealed by a South Carolina registered engineer, showing the boundaries of the property involved, the location of the proposed tower, guy anchors (if any), required landscaping, existing and proposed buildings and other improvements, parking, driveways, fences, and setbacks of existing and proposed structures from adjacent properties, residential structures, and road rights-of-way. Adjacent land uses shall also be noted on the Site Plan;
 - B. A map of the geographic area in which the Applicant's antenna must be located to reasonably serve the Applicant's coverage area, showing all existing and approved tower sites and all other structures equal to or greater than seventy-five (75) percent of the height of the proposed tower within this area;
 - C. Written documentation that co-location on existing towers or structures in the vicinity of the proposed tower was attempted by the Applicant but found unfeasible with reasons explained. This documentation should include verification by a

professional engineer that no alternative to the construction of a new tower exists;

- D. Copies of all applicable submissions made by the Applicant to any state or federal regulatory agency relative to the proposed project;
- E. Elevation drawings showing the height and design of the tower, materials to be used, color, and lighting. For applications requiring special exception review, the Applicant shall also submit visual renderings of the proposed tower as it will look from public roadways and adjacent non-commercially zoned areas;
- F. A sealed report from a professional engineer registered in South Carolina that describes the tower height and design and that demonstrates the tower's compliance with the structural requirements of the *Standard Building Code* and the co-location requirements of this Ordinance. The engineering report shall further certify that the tower will satisfy minimum wind load standards imposed by the American Society of Consulting Engineers and shall certify the tower's fall zone;
- G. A notarized affidavit that states the Applicant's willingness to allow co-location on the proposed tower at a fair market rate and in a timely manner to any other service provider licensed by the Federal Communications Commission for the Town of Yemassee market area;
- H. Identification of the owners of all antennae and equipment to be located on the site;
- I. Written authorization from the owner of the site, if different from the tower owner, to apply for approval of the proposed tower; and
- J. To insure removal of any abandoned tower, antennae, accessory structure, or equipment, a performance bond in the amount of the anticipated removal costs as determined by a South Carolina registered engineer.

5.19.12 If any portion of this Ordinance is found to be in violation of the state or federal constitution, or found unlawful, the remaining provisions of this Ordinance are considered lawful and valid.

Section 5.20 Reserved

Section 5.21 Signs

5.21.1 The purpose of these sign regulations are to: encourage the effective use of signs as a means of communication in the Town of Yemassee; to maintain and enhance the aesthetic environment and the Town's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effect of signs on nearby public and private property; and to enable the fair and consistent enforcement of these sign restrictions. This Sign Ordinance is adopted under the zoning authority of the Town in furtherance of the more general purposes set forth in the Town of Yemassee Zoning Ordinance.

5.21.2 A sign may be erected, placed, established, painted, created, or maintained in the Town only in conformance with the standards, procedures, exemptions, and other requirements of this Ordinance.

A. The effect of this Ordinance as more specifically set forth herein, is:

1. To established a permit system to allow a variety of types of signs in commercial and industrial zones, and a limited variety of signs in other zones, subject to the standards and the permit procedures of this Ordinance;
2. To allow certain signs that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of this Ordinance, but without a requirement for permits;
3. To provide for temporary signs without commercial messages in limited circumstances in the public right-of-way;
4. To prohibit all signs not expressly permitted in this Ordinance; and

5. To provide for the enforcement of the provisions of this Ordinance.

B. Legal Signs

1. Any permitted sign, which complies with the provisions of this Section, and any subsequent amendment hereto, is hereby deemed to be a legal sign. Any proposed alteration to or relocation of such sign shall require a new permit pursuant to this Section, unless the proposed alteration is specifically exempt in *Section 5.21.6*.
2. Any legal sign which does not comply with the provisions of this Section solely due to the enactment of an amendment shall, upon the effective date of such amendment, become a non-conforming sign and subject to the provisions of *Section 5.21.19*.

5.21.3 Words and phrases used in this Ordinance shall have the meanings set forth in this Section. Words and phrases not defined in this Section but defined in the *Town of Yemassee Zoning Ordinance* shall be given the meanings set forth in such Ordinance. Principles for computing sign area and sign height are contained in *Section 5.21.4*. All other words and phrases shall be given their common, ordinary meaning, unless the context clearly requires otherwise. Section headings or captions are for reference purposes only and shall not be used in the interpretation of this Ordinance

8. Definition of Terms

1. Animated Sign: Any sign that uses movement or change of lighting to depict action or create a special effect or scene.
2. Banner: Any sign of lightweight fabric or similar material that is permanently mounted to a pole or a building by a permanent frame at one (1) or more edges. National flags, State or municipal flags, or the official flag of any institution or business shall not be considered banners.
3. Beacon: Any light with one (1) or more beams directed into the atmosphere or directed at one (1) or more points not on the same zone lot as the light source; also, any light with one (1) or more beams that rotate or move.

4. Building Marker: Any sign indicating the name of a building, date, and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.
5. Building Sign: Any sign attached to any part of the building, as contrasted to a freestanding test.
6. Canopy Sign: Any sign that is part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.
7. Changeable Copy Sign: A sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than eight (8) times per day shall be considered an animated sign and not a changeable copy sign for the purposes of this Ordinance. A sign on which the only copy that changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this Ordinance.
8. Commercial Message: Any sign wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity.
9. Director: The Community Development Director of the Town or his or her designee.
10. Flag: Any fabric, banner, or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a government, political subdivision, or other entity.
11. Freestanding Sign: Any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from any building or other structure.

12. Incidental Sign: A sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as “no parking,” “entrance,” “loading only,” “telephone,” and other similar detectives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental.
13. Lot: Any piece, parcel of land, or a portion of a subdivision, the boundaries of which have been established by some legal instrument of record, that is recognized and intended as a unit for the purpose of transfer of ownership.
14. Marquee: Any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designated and constructed to provide protection from the weather.
15. Non-conforming Sign: Any sign that does not conform to the requirements of this Ordinance.
16. Pennant: Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designated to move in the wind.
17. Person: Any association, company, corporation, firm, organization, or partnership, singular or plural, of any kind.
18. Portable Sign: Any sign not permanently attached to the ground or other permanent structure, or a sign designated to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; menu and sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business.
19. Principal Building: The building in which is conducted the principal use of the zone lot on which it is located. Zone lots with multiple principal uses may have multiple principal buildings, but storage buildings, garages, and other clearly accessory uses shall not be considered principal buildings.

20. Projecting Sign: Any sign affixed to a building or wall in such a manner that its leading edge extends more than six (6) inches beyond the surface of such building or wall.
21. Residential Sign: Any sign located in a district zoned for residential uses that contains no commercial message except advertising for goods or services legally offered on the premises where the sign is located, if offering such service at such location conforms with all requirements of the *Town of Yemassee Zoning Ordinance*.
22. Roof Sign: Any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure, and extending vertically above the highest portion of the roof.
23. Roof Sign, Integral: Any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six (6).
24. Setback: The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.
25. Sign: Any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public.
26. Street: A strip of land or way subject to vehicular traffic (as well as pedestrian traffic) that provides direct or indirect access to property, including, but not limited to, alleys, avenues, boulevards, courts, drives, highways, lanes, places, roads, terraces, trails, or other thoroughfares.
27. Street Frontage: The distance for which a lot line of a zone lot adjoins a public street, from one (1) lot line intersecting

said street to the furthest distant lot line intersecting the same street.

28. Suspended Sign: A sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.
29. Temporary Sign: Any sign that is used only temporarily and is not permanently mounted.
30. Wall Sign: Any sign attached parallel to, but within six (6) inches of, a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one (1) sign surface.
31. Window Sign: Any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service that is placed inside a window or upon the windowpanes or glass and is visible from the exterior of the window.
32. Zone Lot: A parcel of land in single ownership that is of sufficient size to meet minimum zoning requirements for area, coverage, and use, and that can provide such yards and other open spaces as required by the zoning regulations.

5.21.4 The following principles shall control the computation of sign area and height area:

- A. Computation of Area of Individual Signs: The area of a sign face (which is also the sign area of a wall sign or other sign with only one (1) face) shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing, or decorative fence or wall when such fence or wall other wise meets the *Town of Yemassee Zoning Ordinance* regulations and is clearly incidental to the display itself;

B. Computation of Area of Multi-faced Signs: The sign area for a sign with more than one (1) face shall be computed by adding together the area of all sign faces visible from any one (1) point. When two (2) identical sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than forty-two (42) inches apart, the sign area shall be computed by the measurement of one (1) of the faces; and

1. Computation of Height: The height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the lower of the following;

2. Existing grade prior to construction; or

3. The newly established grade after construction, exclusive of any filing, berming, mounding, or excavating solely for the purpose of locating the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the zone lot, whichever is lower.

5.21.5 The following signs are prohibited:

A. Off-premise signs (see *Section 5.21.12, PUD, Off-premise Signs*) except special event signs (see *Section 5.21.8, Temporary Signs*);

B. Sandwich board and pedestal signs, unless within the Yemassee Historic Preservation District (HPOD) or Highway Corridor Overlay District (HCOD) and approved by either the Historic Preservation Commission or Planning Commission as appropriate;

C. A sign which contains any flashing or animated lights, gives the appearance of animation or movement, or contains a message board which utilizes individual bulbs or electronic means to produce the message, excluding time and temperature signs;

- D. Any sign that projects above the peak of a roof, or above the top of an awning or canopy on which it is erected;
- E. Any sign which exhibits statements, words, or pictures of an obscene or pornographic nature;
- F. Internally illuminated signs, neon signs, or signs which contain a visible light source;
- G. Vehicle signs;
- H. Any sign which emits a sound, odor, or visible matter;
- I. Any sign which obstructs free ingress/egress from a required door, window, fire escape, or other required exit way;
- J. Any sign and or sign structure which obstructs the view of, may be confused with, or purports to be a governmental or traffic direction/safety sign;
- K. Signs using the words "stop," "danger," or any other word, phrase, symbol, or character in a manner that might reasonably mislead, confuse, or distract a vehicle driver;
- L. Except as otherwise provided, no sign whether temporary or permanent, except by a public agency or with the approval of the Town and upon issuance of an Encroachment Permit, is permitted within any street right-of-way;
- M. Signs painted on, or attached to trees, rocks, or other natural features, telephone, or utility poles;
- N. No sign of any kind shall be erected or displayed in any salt marsh areas or on any land subject to periodic inundation by tidal salt water;
- O. Abandoned or dilapidated signs;
- P. Portable signs, except as provided for in *Section 5.21.8*;
- Q. Attention-getting devices, including searchlights, spinners, streamers, balloons and similar devices, fluttering signs, e.g.,

pennants, banners, ribbons, balloons, and other aerial devices;
and

R. Signs in residential districts advertising commercial uses, except institutional signs, and signs advertising non-conforming uses.

5.21.6 The following signs are exempt from the regulations of this Ordinance, provided they are not located within the public right-of-way without and encroachment agreement:

- A. Real estate signs (subject to *Section 5.21.8*);
- B. Individual political signs (subject to *Section 5.21.8*);
- C. Nameplates of four (4) square feet or less;
- D. Residence signs or street address numbers, not exceeding four (4) square feet in size;
- E. Signs located on property within those portions of PUD Districts where vehicular access by the general public is restricted by a security gate staffed twenty-four (24) hours each day by a security guard and where such signs are not visible from any public street, beach, or navigable waterway;
- F. Signs directing and guiding traffic and parking on private property which do not exceed one and one-half (1½) square feet in area and bear no advertising matter;
- G. Projecting signs displaying the name of the business and having an area of two (2) square feet or less when located under a pedestrian canopy;
- H. Buses, taxicabs, and similar common carrier vehicles which are licensed or certified by a public body or agency;
- I. Signs used for bona fide navigational aids;
- J. Construction signs;
- K. Official notices posted by any court, public agency, or officer;
- L. Historic Plaques;

- M. Traffic, directional, warning, or informational signs authorized by any public agency;
- N. Flags and insignia of the United States or the State of South Carolina which are five (5) feet by eight (8) feet or smaller, with a maximum flagpole height of thirty (30) feet when displayed in connection with a commercial use. Government buildings are exempt from the size and height limitations. Official flags limited to three (3) per establishment; and
- O. Official notices issued by any court, public agency, or public office, including signs erected on behalf of, or pursuant to, the authorization of a governmental body, including legal notices, identification and informational signs, and traffic, directional, or regulatory signs.

5.21.7 Provisions Applicable to All Signs:

- A. Setbacks from right-of-way: All freestanding signs shall be set back:
 - 1. Yemassee Historic Overlay District, including South Carolina Highway 68: At least five (5) feet from the public right-of-way, unless conditions exist so as to make this impractical within the Yemassee Historic Preservation Overlay District, this setback may be reduced by the Historic Preservation Commission provided such reduction does not create a hazard to motorists or pedestrians and that no portion of the sign is located in the right-of-way.
 - 2. U. S. Highway(s) 95: At least ten (10) from the public right-of-way.
 - 3. Signs shall not be located within the vision clearance triangle at street intersections. The vision clearance triangle shall be determined by measuring back fifteen (15) feet from the intersecting rights-of-way and connecting the two (2) points.
- B. Sign Illumination: The brightness of an illuminated sign shall not exceed thirty (30) foot candles at any one (1) point on the sign face. Illumination shall be by an externally located steady stationary light source, shielded and directed solely at the sign.

Light sources to illuminate signs shall neither be visible from any street right-of-way nor cause glare hazardous to pedestrians or vehicle drivers or so as to create a nuisance to adjacent properties. Spot-lighting of signs shall be restricted to not more than one (1) shielded light fixtures per side for sign faces up to forty (40) square feet. Signs shall not have light-reflecting backgrounds but may use light reflective lettering. Colored lamps are not permitted.

5.21.8 Temporary Signs:

A. The following signs shall require the issuance of a Temporary Sign Permit by the Zoning Administrator prior to their erection. The permit shall cite the length of time any such sign may be displayed.

1. Temporary and seasonal produce stands. The total area of all such signs shall not exceed twenty (20) square feet, nor shall any sign exceed ten (10) feet in height; and
2. Temporary signs announcing a civic, philanthropic, educational, or religious event. Such signs shall not exceed thirty-two (32) square feet per sign face or eight (8) feet in height. Such signs shall not be erected more than fourteen (14) days prior to the event and shall remove within five (5) days after the event.

B. Real estate or project signs shall be allowed without a permit provided the following restrictions for the type of sign used are met:

1. For single-family residential lots or units, one (1) real estate sign, not exceeding five (5) square feet in sign area per face and ten (10) square feet in total sign area, and if freestanding, not exceeding four (4) feet in height, shall be permitted. Property with two (2) or more street frontages shall be permitted one (1) additional sign per frontage. If a framed metal freestanding sign is not used, then a single post sign may be used, not to exceed eight (8) feet in height and six (6) square feet in total sign area;
2. For single-family subdivisions, multi-family, commercial, and industrial developments, one (1) real estate or project

sign not exceeding forty-eight (48) square feet in sign area per face and ninety-six (96) square feet in total sign area, and if freestanding, not exceeding eight (8) feet in height, shall be permitted. Property with two (2) or more street frontages shall be permitted one (1) additional sign per frontage;

3. Project signs shall not be erected prior to issuance of a building permit and shall be removed prior to issuance of the final Certificate of Occupancy; and
 4. Real estate signs shall be removed within thirty (30) days of the rent, sale, or lease of a property.
- C. Political signs shall be allowed without a permit provided the following restrictions for the type of sign used are met:
1. Such signs shall not be located on public property or in public rights-of-way. Signs must be confined wholly to placement on private property, with permission of the property owner;
 2. Signs shall not be erected earlier than sixty (60) days prior to the election or referendum to which they apply;
 3. Signs shall be removed within five (5) days after the election or referendum to which they apply. Signs for candidates in a runoff election may be maintained until the final election to which the signs apply; and
 4. Signs shall not exceed six (6) square feet per sign face, and shall not exceed a height of four (4) feet.

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5.21.9 Freestanding Signs:

A. The area and quantity of any freestanding sign for which a permit is required should conform to the following requirements. Planned Unit Developments (PUD), which because of their composition may qualify for more than one (1) category, may apply the appropriate category to the various individual portions of the Planned Unit Development. The total number of signs for any individual development may not exceed the total number allowed as noted below:

Type of Development	Quantity of Signs Allowed	Maximum Area per Sign	Maximum Faces per Sign	Maximum Area per Face
Residential 500+ Units	One (1) per Entrance	240 SF	4 Faces	120 SF
Residential Up to 300 Units	One (1) per Entrance	80 SF	4 Faces	40 SF
Non-residential 100,000+ SF	Four (4) Signs Maximum	480 SF	4 FACES	120 SF
Non-residential 40,000 to 100,000 SF	Three (3) Signs Maximum	320 SF	4 Faces	80 SF
Non-residential 2,500 to 40,000 SF	Two (2) Signs Maximum	160 SF	4 Faces	40 SF
Non-residential Up to 2,500 SF	One (1) Sign Allowed	40 SF	2 Faces	40 SF

1. A residential development approved for more than five hundred (500) dwelling units shall be allowed one (1) freestanding sign per entrance. Each sign shall have no more than two hundred forty (240) square feet of sign face divided among not more than four (4) sign faces containing copy. No single sign face shall exceed one hundred twenty (120) square feet.
2. A residential development approved for five hundred (500) dwelling units or less, but more than three hundred (300) dwelling units, shall be allowed one (1) freestanding sign per entrance. Each sign shall have no more than one hundred sixty (160) square feet of sign face divided among not more than four (4) sign faces containing copy. No single sign face shall exceed eighty (80) square feet.
3. A residential development approved for three hundred (300) dwelling units or less shall be allowed one (1) freestanding sign per entrance. Each sign shall have no more than eighty (80) square feet of sign face divided among not more than four (4) sign faces containing copy. No single sign face shall exceed forty (40) square feet.
4. A commercial, institutional, or industrial development approved for more than one hundred thousand (100,000) square feet of gross floor area shall be allowed no more than four (4) freestanding signs. Each sign shall have no more than a total of four hundred eighty (480) square feet of sign face divided among not more than four (4) sign faces containing copy. No single sign face shall exceed one hundred twenty (120) square feet.
5. A commercial, institutional, or industrial development approved for one hundred thousand (100,000) square feet or less, but more than forty thousand (40,000) square feet of gross floor area shall be allowed no more than three (3) freestanding signs. Each sign shall have no more than a total of three hundred twenty (320) square feet of sign face divided among not more than four (4) sign faces containing copy. No single sign face shall exceed eighty (80) square feet.

6. Commercial, institutional, or industrial development approved for forty thousand (40,000) square feet or less, but more than two thousand five hundred (2,500) square feet of gross floor area shall be allowed no more than two (2) freestanding signs. Each sign shall have no more than one hundred sixty (160) square feet of sign face divided among not more than four (4) sign faces containing copy. No single sign face shall exceed forty (40) square feet.
 7. A commercial, institutional, or industrial development approved for two thousand five hundred (2,500) square feet or less of gross floor area shall be allowed one (1) freestanding sign. Said sign shall have no more than forty (40) square feet of sign face divided between not more than two (2) sign faces containing copy. If an Applicant in this category shall waive the right to have a freestanding sign, the Applicant shall be permitted to exceed the size limitations of *Section 5.21.10* by fifty (50) percent.
- B. The maximum height of any freestanding sign above the average grade elevation of the nearest public way or within a twenty (20) foot radius of the sign shall not exceed the following:
1. Eight (8) feet where the sign face does not exceed forty (40) square feet;
 2. Ten (10) feet where the sign face does not exceed sixty (60) square feet; and
 3. Twelve (12) feet where the sign face exceeds sixty (60) square feet.
- C. The bottom edge of the sign shall not exceed four (4) feet in height from the lowest grade elevation at the base of the sign.
- D. The maximum width of any freestanding sign shall not exceed the following:
1. Fifteen (15) feet where the sign face does not exceed forty (40) square feet;

2. Twenty (20) feet where the sign face does not exceed sixty (60) square feet; and
 3. Twenty-five (25) feet where the sign face exceeds sixty (60) square feet.
- E. The maximum depth of any freestanding sign shall not exceed twenty-five (25) percent of the width.
 - F. The area of a sign structure for any freestanding sign is limited to the same number of square feet as the sign face that it supports.
 - G. All freestanding signs fronting on a street right-of-way shall be required to meet the setback standards in *Section 5.21.7*.
 - H. Freestanding signs shall be separated by a distance of no less than two hundred (200) foot intervals along each street frontage of the premises. In the event that a street frontage of less than two hundred (200) feet exists for any premises, only one (1) sign shall be permitted along that frontage, notwithstanding that a greater number of signs may appear to be permitted by this Section.
 - I. In lieu of a freestanding sign, a development may use signs on entrance structures such as fences or walls. The number of sign faces is limited to two (2) per entrance, on either side of the entrance, and confined to the entrance area. The distance between sign faces shall not exceed one hundred (100) feet. Such signs are subject to the size limitations of this Section.

5.21.10 Wall Signs:

- A. The total area of wall signs shall not occupy more than ten (10) percent of the area of the wall upon which they are placed with the maximum size of any one (1) sign limited to forty (40) square feet.
- B. No more than two (2) signs may be placed on any one (1) façade of any one (1) building except that shopping centers shall be permitted two (2) signs per tenant space, per tenant façade, provided only one (1) such tenant sign per tenant façade is

visible from any street right-of-way. Such tenant signs shall only be permitted in lieu of building signs.

- C. Wall signs must be contained within any single wall panel, window, door, or other architectural component upon which they are placed.
- D. Tenant façade signs must be located on the façade of the tenant space being identified.

5.21.11 Automotive Service Station/Convenience Market Signs: The following sign standards apply to automotive service station and convenience markets:

- A. Freestanding and Wall Signs: One (1) freestanding sign and one (1) wall sign shall be permitted. Such signs shall meet total height and area requirements as set forth in *Section 5.21.9, Freestanding Signs*, and *Section 5.21.10, Wall Signs*.
- B. Gasoline Pump Signs: Signs on gasoline pumps must be an integral part of the pump structure.
- C. Product or Service Advertising
 1. No more than four (4) product/service advertisements shall be allowed.
 2. Signs must be grouped on one (1) sign structure per street frontage.
 3. Individual product/service advertisements shall not exceed four (4) square feet in size.
 4. None of the allowable signs on the same structure shall be duplicates.
 5. Fuel Price Signs: One (1) double-face sign per street frontage, not to exceed twelve (12) square feet total area.
 6. Rack or Cabinet Signs: Includes those signs, which are an integral part of a rack or cabinet, such as display of oil, wiper blades, etc.

7. Attention-getting Advertising Media: Banners, streamers, whirligigs, flashing, intermittent electrical or iridescent devices, and similar attention-getting advertising media are prohibited.
8. Signs Located on Buffer Wall: No sign for an automotive service station shall be placed, painted, or otherwise erected on any buffer wall.
9. Signs Interfering with Site Distance: No sign or sign structure shall be positioned in such a manner that it interferes with any recognized vehicular sign, distance needs, or requirements.

5.21.12 Planned Unit Development: Off-premise Directional Signs

- A. Planned Unit Developments may erect freestanding off-premise directional signs on property within the boundaries of the Planned Unit Development for the purpose of directing vehicular traffic to destinations within the development.
- B. Off-premise directional signs which are viewed from any public street shall meet the following requirements:
 1. Copy shall be limited to the name of the development and qualified facilities, the direction vehicles must turn, and the distance to the turn. Graphics shall be limited to a logo and directional arrow;
 2. Such signs must be located within one (1) mile of the intersection where vehicles must turn to reach the development. No more than two (2) signs shall be placed in any one (1) direction from such intersection with no more than three (3) signs for any one (1) development; and
 3. Total area of all signs for any one (1) development shall not exceed two hundred (200) square feet of sign face with no single sign face greater than eighty (80) square feet. Sign height, width, depth, and structure shall meet the requirements of *Section 5.21.9* and *Section 5.21.10*.

C. Off-premise directional signs which are viewed from private streets internal to the development shall meet the following requirements:

1. Such signs shall be limited to twenty (20) square feet of sign face;
2. Such signs must be located within two hundred (200) feet of an intersection with no more than one (1) sign viewed from any one (1) direction; and
3. Copy for such signs shall list only destinations with directional arrows.

5.21.13 Planned Unit Development: Off-premise Identification Signs: A Planned Unit Development (PUD) whose primary entrance (right-of-way or easement) is located on a public street but is not within the boundary of the PUD, shall be allowed one (1) off-premise identification sign. The sign shall be located within the right-of-way or easement for the entrance road and shall be solely for identifying the entrance to the PUD. Such sign shall be subject to the standards of *Section 5.21.9*.

5.21.14 Directory Signs: If visible from any street right-of-way the number, location, and area of directory signs shall be within the limits established by *Section 5.21.9* and *Section 5.21.10*.

5.21.15 Submission Requirements: The following information shall be submitted with an application for a Sign Permit:

- A. An application form as published by the Director and appropriate fee. Eight (8) copies of the complete application form and all attachments outlined in *Sections 5.21.15.B, 5.21.15.C, and 5.21.15.D* are required when the Sign Permit goes before either the Historic Preservation Commission or Planning Commission;
- B. Three (3) scaled drawings of the proposed sign showing front and side elevations, materials to be used, and colors to be used;

- C. For freestanding signs, a survey showing property lines, proposed sign location, a Landscaping and Lighting Plan, or a written statement stating there will be none, and any existing site improvements; and
- D. For wall signs, a scaled drawing showing the entire wall or tenant space façade, the proposed sign location, and any existing wall signs.

5.21.16 Action by Director

- A. Minor Signs: The Director may approve any sign that meets the following criteria:
 - 1. The proposed sign is not located within the Historic Preservation Overlay District, Highway Corridor Overlay District, or in a Planned Unit Development where the Planning Commission has requested review; and
 - 2. The proposed sign meets all the requirements of *Section 5.21*.
- B. All other signs shall be considered major signs and shall require approval from the appropriate review board prior to issuance of a permit by the Director.
- C. The Director may approve, approve with conditions, or deny a permit for a proposed sign.

5.21.17 Approval by a Review Board

- A. The appropriate review board (Planning Commission or Historic Preservation Commission) must first approve any sign or sign alteration that does not meet the criteria for approval by the Director as a minor sign before a permit is issued.
- B. The review board may disapprove the sign or sign alteration for aesthetic or placement reasons even if the sign complies with all the requirements of this Section.

5.21.18 Sign Maintenance: If the Community Development Director or designee determines any sign to be unsafe, unsightly, insecure, a menace to the public, or constructed, erected, or maintained in

violation of the provisions of these regulations, notice shall be given to the property owner and the business proprietor. If the violation is not corrected within fifteen (15) days after such written notice, such sign may be removed by the Town of Yemassee. The Community Development Director may cause any sign which is an immediate peril to persons or property to be removed summarily and without any advance notice thereof to said Applicant and at the expense of said owner. Any permit issued under this Section, shall by, and upon receipt and acceptance of the owner, authorize removal, under the aforementioned conditions above, at the expense of the permitted.

5.21.19 Expiration of Permit: A Sign Permit shall expire after ninety (90) days from the date of its issuance unless the sign, and all items required by the permit, have been completed in compliance with the permit.

5.21.20 Non-conforming Signs

A. Non-conforming signs may continue in operation and maintenance, provided that non-conforming signs shall not be:

1. Changed to or replaced with another non-conforming sign. However, this provision shall not prohibit a change in copy or graphics on the sign face of the sign;
2. Structurally altered so as to extend their useful life;
3. Expanded;
4. Relocated, except in compliance with this Section; and
5. Reestablished after damage or destruction of more than fifty (50) percent of the replacement value of the same type sign at the time of such damage or destruction.

B. With the exception of *Section 5.21.20.A.5*, this Section shall not prevent repairing or restoring to a safe condition any part of a sign or sign structure, or normal maintenance operations performed on a sign or sign structure.

C. Signs made non-conforming due to condemnation. When a sign is located on property which is condemned for right-of-way acquisition, one (1) of the following standards shall apply:

1. A sign which is not located in, and does not overhang the new right-of-way, may remain in place, subject to *Section 5.21.20.A*
2. When a sign located on a state or federal aid highway must be relocated off the new right-of-way, it shall, at a minimum, comply with state standards for such relocation; and
3. When a sign located on a town street must be relocated off the new right-of-way, it shall comply, as near as possible, with the setbacks for such sign established in this Section.

5.21.21 Signage in the Historic Preservation Overlay District: The HPOD Ordinance describes the types of signs allowed in the District (both sub-districts), their placement, location, size, materials, and maintenance. Types of permitted temporary signs are also described. Flexibility is allowed with regard to style, color, and lettering.

A. Permitted Signs: The following table presents those signs, which are permitted in the HPOD, including their size and placement. Free standing signs within the Yemassee Historic Preservation Overlay District shall be located at least five (5) feet from the public right-of-way, unless conditions exist so as to make this impractical within the Yemassee Historic Preservation Overlay District, this setback may be reduced by the Historic Preservation Commission provided such reduction does not create a hazard to motorists or pedestrians and that no portion of the sign is located in the right-of-way.

B.

TYPE	PLACEMENT	SIZE
Projection Sign - a "tavern sign" hanging from brackets and set at a ninety (90) degree angle from the surface of the building.	NO CLOSER THAN EIGHTEEN (18) INCHES TO A VERTICAL PLANE AT THE STREET CURB LINE. MAY NOT EXTEND MORE THAN FOUR (4) FEET FROM BUILDING SURFACE. MINIMUM OF EIGHT (8) FEET BETWEEN SIDEWALK AND SIGN BOTTOM. BRACKET MOUNTING HEIGHT: MULTI-STORY BUILDINGS, A MAXIMUM OF THE SILL OF A SECOND FLOOR WINDOW; SINGLE STORY BUILDINGS, BOTTOM OF	Not to exceed one and one half (1½) feet by two and one half (2½) feet.

	SIGN IS LEVEL WITH THE TOP OF DOOR.	
Window Sign.	Shall be located within eighteen (18) inches of the top or bottom of the frame of display window where centerline of sign is five (5) foot, six (6) inches of sidewalk.	Not to exceed twenty-five (25) percent total display window. Average height of lettering not to exceed six (6) inches.
Freestanding on-premise signs except those in the Highway Corridor Overlay District (HCOB).	Not to exceed five (5) feet in height.	Not to exceed five (5) square feet per side.
Freestanding on-premise signs within the Highway Corridor Overlay District along South Carolina Highway 46.	Not to exceed eight (8) feet in height.	Not to exceed twenty-five (25) square feet.
Wall Sign(s).	No more than two (2) signs may be placed on any one (1) façade of any one (1) building except that shopping centers shall be permitted two (2) signs per tenant space, per tenant façade, provided only one (1) such tenant sign, per tenant façade, is visible from any street right-of-way. Such tenant signs shall only be permitted in lieu of building signs. Tenant façade signs must be located on the façade of the tenant space being identified.	The total area of wall signs shall not occupy more than ten (10) percent of the area of the wall upon which they are placed with the maximum size of any one (1) sign dependant upon Historic Preservation Commission approval.
Awning Signs.	SIGNAGE ALLOWED ON VALENCE ONLY.	Lettering not to exceed nine (9) inches in height. Minimum of one half (½) inch between letters and top and bottom of valence.
Signs placed on easels.	Permitted within property boundaries and only during business hours.	Not to exceed twenty (20) percent display area. Not to exceed five (5) feet in height. Message is not to exceed four (4) feet from sidewalk.
Sandwich boards or pedestal signs.	Permitted within property boundaries and only during business hours, unless prior approval is given by the The Mayor or his designee. Shall be placed to limit encroachment. Shall not cover more than fifty (50) percent of the sidewalk. Shall not impede normal traffic flow or the passage of handicapped persons.	Not to exceed five (5) feet in height. Not to exceed eight (8) square feet in size.
Flags and insignia of the United States or State of South Carolina Government buildings are exempt from the size and height limitations.	Five (5) feet from street right-of-way. Official flags limited to three (3) per establishment.	Five (5) feet by eight (8) feet or smaller, maximum flagpole height of thirty (30) feet when displayed in connection with a commercial use.
Decorative Flags.	One (1) decorative flag per establishment.	Decorative flags not to exceed fifteen (15) square feet.

Street banners advertising public events.	May be placed a maximum of twenty-one (21) days prior to an event. Must be removed within five (5) working days of the event's conclusion.	Not to exceed three (3) feet in depth.
Temporary signs bringing attention to a new business.	Limited to fifteen (15) working days from opening and must be removed at the close of business of the fifteenth (15 th) day.	Not to exceed five (5) feet in height. Minimum of twelve (12) feet of street right-of-way.

B. Non-permitted Signs: The following signs are not permitted in the HPOD:

1. Signs painted onto or directly attached to the side of a building;
2. Neon signs;
3. Signs with flashing lights, internally lit signs, backlit signs, or halo signs;
4. Signs painted on or attached to trees, fence posts, rocks, or other natural features, telephone or utility poles, or painted on the roof of buildings visible from any public thoroughfare;
5. Portable signs (signs that are not permanently affixed to a building, structure, or the ground, or which is attached to a mobile vehicle;
6. Streamers or flags;
7. Inflatable signs;
8. Abandoned or dilapidated signs (as determined by the Community Development Director);
9. Small temporary sign for more than fourteen (14) days, with the exception of real estate and political campaign signs; and
10. Other signs prohibited throughout the Town as identified in the *Town of Yemassee Sign Ordinance*.

C. Traditionally, the signs in an historic district are painted wood, either flat or carved, hung from, or mounted on wrought iron brackets. The Ordinance states, "*Special*

consideration will be given to projects that embody the spirit of the Town of Yemassee and its eclectic nature". The following conditions shall apply to signs in the HPOD:

1. Should be mounted with the least damage to historic materials;
2. Should be placed to complement the building and not obscure architectural detail;
3. Should be appropriate to the façade and not predate the structure; and
4. Should be in proportion with the building or structure.

D. Violations: Signs determined to be not in compliance must be removed. Failure to remove will result in a per-day fine in compliance with the *Town of Yemassee Municipal Codes*.

Section 5.22 Reserved

Section 5.23 Reserved

Section 5.24 Reserved

Section 5.25 River Protection Overlay District [RPOD]

5.25.1 Standards prescribed in this Section shall apply to all building, development, and site alteration in the River Protection Overlay District, and shall apply to all property in this District, regardless of use or ownership, except as provided below:

- A. The establishment of a single-family use on individual parcels in or designated for single-family residential use and family property (i.e., parcels in residential use by members of the same family) shall be subject to all provisions except those in *Section 5.25.17* regarding stormwater management. Residential subdivisions approved after the effective date of the Ordinance are subject to all provisions.
- B. Existing agricultural activities are exempt from the buffer zone requirement of this Section. Agricultural activities within fifty (50) feet of the Critical Line that result in the discharge of sediments, nutrients, pesticides, or other non-point source

pollutants are strongly encouraged to prepare a mitigation plan that utilizes *Best Management Practices* to minimize or avoid continued discharge of pollutants into the ORW. The applicable County Engineer will provide technical assistance in the design of an appropriate mitigation plan.

- C. Existing structures within the setback can be expanded, repaired, restored, or rebuilt. Reconstruction/expansion into the one hundred (100) foot setback of the horizontal area in the direction of the critical line may be approved by the Zoning Board of Appeals according to the provisions of *Section 5.25.11*.

5.25.2 All property within this Overlay District is also subject to the requirements of a base-zoning district included elsewhere in *Article V*. In cases where standards prescribed in the River Protection Overlay District differ from those prescribed in the base-zoning district or in any other applicable local, state, or federal regulation, the more restrictive standard should be.

5.25.3 The Yemassee River Protection Overlay District consists of:

- A. That portion of the following bodies of water listed below which are contained within the Critical Area as defined by South Carolina Office of Ocean and Coastal Resource Management (OCRM); and
- B. As well as the land, abutting those waters extending one hundred fifty (150) feet perpendicular to and in a horizontal plane from the OCRM Critical Line. In situations where the OCRM Critical Area extends inland, as in the case of coves, the River Protection Overlay District shall terminate at a point determined by OCRM, e.g. where the Critical Line effectively merges.

5.25.4 The following Outstanding Resource Waters are included in the District:

- A. The entire stream or tributary located within the Town which includes Branford Creek; Huspa Creek; Wimbee Creek and William Creek .

- 5.25.5 Site Plans and Subdivision Plats submitted to the Mayor, his designee or Development Review Board must delineate the OCRM Critical Line and the buffer zone and appropriate setback line when these are located on the parcel. All Site Plans to be used during construction for any land clearing, grading, or earthmoving activities shall clearly show the buffer zone and appropriate setback line.
- 5.25.6 In order to protect and conserve the waters located in this District, a buffer strip of existing or planted vegetation is maintained within the District, extending one hundred (100) feet perpendicular to and in a horizontal plane from the OCRM Critical Line.
- 5.25.7 In order to maintain all four (4) of the following objectives; it is encouraged that the required buffer remain an undisturbed natural area. The objectives of this buffer strip are to:
- A. Provide for the removal or reduction of sediments, nutrients, and potentially harmful or toxic substances in runoff entering the waters;
 - B. Minimize erosion and help stabilize the stream bank;
 - C. Provide a natural habitat for flora and fauna that exist in this important transition area between wetland upland areas; and
 - D. Encourage the retention of the visual character of the water bodies.
- 5.25.8 Cutting, pruning of branches, and removal of vegetation, as provided below, is permitted provided that vegetative cover is immediately replaced and maintained throughout the buffer to prevent the creation of bare ground.
- A. If the landowner can clearly demonstrate that runoff from the property will be effectively diverted away from the Critical Line and/or treated through sediment reduction and nutrient and pollutant removal *Best Management Practices (BMP's)* so that the nutrients, sediments, and potentially harmful or toxic substances in runoff are removed prior to discharge into tile or waters, then cutting, removal, and planting of vegetation according to a plan prepared by, or for the landowner will be

allowed following review and approval of the plan by the Development Review Board.

- B. Plans will be reviewed by the Development Review Board to ensure tile proposed *Best Management Practices* are appropriate for the site and are adequately designed to provide effective treatment of any runoff from the site during and after construction, and that the proposed vegetation removal and replacement plan will provide the remaining objectives of the buffer.

Note: Acceptable *Best Management Practices* for erosion control, sediment reduction, and nutrient and pollutant removal can be found in "A Guide to Site Development and Rest Management Practices for Stormwater Management and Sediment Control Handbook for Land Disturbance Activities", both of which are distributed by SCDHEC.

- C. If runoff from the property flows toward the Critical Line, without being diverted and/or treated through engineered *Best Management Practices*, then two-thirds ($\frac{2}{3}$) of the total buffer zone area shall remain in a naturally vegetated state, except to allow for the uses specified in *Section 5.28.8.D* below, in order to maintain the water quality function of the buffer. In areas which have been previously cleared, it is encouraged that trees be planted and the buffer return to maritime forest. For parcels that are to be subdivided, the entire buffer zone shall remain in a naturally vegetated state until the subdivided lots are approved for building permits.
- D. In order to accommodate for landowner view, one-third ($\frac{1}{3}$) of the total buffer zone area, to be selected by the landowner, can be selectively cleared and selectively landscaped, provided that no more than a maximum contiguous area measuring seventy-five (75) feet in a horizontal distance parallel to the Critical Line occurs at any one (1) location.
1. Selective clearing means the clearing of all trees except:
 - a. Evergreen trees sixteen (16) inches or greater dbh;
 - b. Hardwood trees eight (8) inches or greater dbh; and

- c. Dogwood, Redbud, and Magnolia trees four (4) inches or greater (dbh).
 - 2. Selective landscaping means that the understory and groundcover can be replaced only with landscaping vegetation (including grass) that requires no chemical treatment for survival or maintenance. In addition, non-permanent structures, such as gazebos, trellises, and decks, can be located within the one-third ($\frac{1}{3}$) selectively cleared area if setback thirty-five (35) feet from the Critical Line.
 - E. Single-family property owners may remove, and other owners may remove upon Development Plan approval, any tree less than twenty-four (24) inches (dbh) in diameter in the buffer to accommodate permitted development specified in *Section 5.25.9* below.
 - F. Property owners may remove any dead, diseased, unsafe, or fallen tree.
- 5.25.9 No development is permitted in the buffer with the exception of the following seven uses. Accordingly, sections of the buffer may be cleared, as defined above in *Section 5.25.8.C*, in order to accommodate these uses provided that the minimum land area required to serve the purpose is disturbed and that proper erosion control measures are in place during the period of disturbance:
- A. Pedestrian and/or vehicular access ways leading to docks, fishing piers, boat landings, other approved water/marsh uses, provided that only permeable (excluding bare ground) or semi-permeable paving materials (such as open lattice block pavers) are used for vehicular access ways;
 - B. That portion of docks, fishing piers, boat landings, or other approved water/marsh uses that by design must tie into the high ground adjacent to the marsh/water;
 - C. Use of grassed swales rather than drainage pipes is required unless a drainage pipe is an outfall from a detention, retention, or filtration system. Additional alterations associated with water diversion and treatment as approved under this Section;

- D. Approved flood control (from rising waters or tidal surge) and erosion control devices and other activities related to soil and water conservation. All erosion control devices must be properly installed prior to any disturbance to the soil, and must be properly maintained until vegetation is adequately established;
 - E. Utility lines, which must cross the buffer area, provided that such lines are buried underground within the buffer area and the area is replanted with vegetation. This provision applies to water, sewer, electric, gas, cable, telephone, and irrigation lines. This requirement can be waived if the applicable County Engineer determines that burial of lines would pose unreasonable technical or financial burdens. In such a case, utility lines must be placed approximately perpendicular to the line of the buffer;
 - F. Installation of playground equipment, benches, picnic tables, or other similar outdoor furniture related to recreational or incidental residential use provided the ground surface remains permeable; and
 - G. Roads leading to bridges or causeways that cross the waterway provided the roads are configured to minimize disturbance into the buffer, and provided all shoulders are grassed or runoff is effectively diverted away from the Critical Line, i.e. curb and gutter, and treated prior to discharge into the ORW.
- 5.25.10 The following uses within the River Protection Overlay District shall be set back a minimum of one hundred (100) feet from the South Carolina OCRM Critical Line:
- A. Detached single-family residential dwelling units;
 - B. All uses customarily accessory to single-family residential property that contribute nutrients, sediments, and potentially harmful or toxic substances to runoff, including vehicular garages, driveways, and septic systems. With respect to individual on site sewage disposal systems, it is strongly encouraged that the system be located on that portion of the property, outside the one hundred (100) foot buffer zone, that allows for the maximum vertical distance, up to twenty-four (24) inches, between the bottom of the trench and the seasonal

high water table. Regular septic tank pump outs are also encouraged to reduce risk of system failure;

- C. New agricultural uses including the growing, care, and harvesting of field crops, fruit and nut trees, timber, and livestock, except the processing and packing of same and open storage of manure or similar which are subject to the one hundred fifty (150) foot setback as provided below;
 - D. Regulation golf courses including all areas that are regularly mowed and/or chemically treated, sand traps, and accessory (non-habitable) structures and facilities such as storage sheds, signs, and ball washing machines;
 - E. Non-commercial recreational parks and playgrounds;
 - F. Built and landscaped structures associated with the use and enjoyment of nature preserves and wildlife refuges (such as boardwalks and interpretative features);
 - G. Uses specified in *Section 5.25.9*, however utility lines need not be buried underground landward of the buffer (unless otherwise required); and
 - H. Drainage systems and retention ponds (with the exception of *Section 5.25.9*).
- 5.25.11 For existing platted and recorded single-family residential lots, a variance can be obtained for the setback under the following conditions:
- A. For situations where an existing platted and recorded lot does not provide the appropriate depth for the construction of a single-family dwelling given the setback, the setback will either:
 - 1. Be adjusted by the Zoning Board of Appeals from one hundred (100) feet down to an appropriate distance to a minimum of fifty (50) feet from the Critical Line; or
 - 2. Be established through the waiver process, as described in *Section 5.25.11*, to determine the maximum allowable setback that will accommodate construction of the structure.

Nothing in this Section shall render an existing lot unbuildable.

- B. Application to the Zoning Board of Appeals for a waiver will follow normal Development Permit procedures and the Applicant must:
 - 1. Apply for the waiver two (2) weeks prior to review;
 - 2. Post a public notice to that effect (obtained from the Zoning and Development Administrator); and
 - 3. Provide the most recent (within the last thirty-six (36) months) OCRM certification of the Critical Line to the Zoning and Development office.
 - C. For situations where existing adjacent houses in a subdivision of a Planned Unit Development create a de facto setback, a waiver can be obtained through the waiver process, as described in *Section 5.25.11*; and
 - D. In either case, the remaining buffer shall be subject to the water quality treatment requirements of the buffer zone as provided for in *Section 5.25.8.A* or *Section 5.25.8.B*.
- 5.25.12 The following uses within the River Protection Overlay District shall be set back a minimum of one hundred fifty (150) feet from the South Carolina OCRM Critical Line:
- A. Multi-family and attached single-family uses;
 - B. All uses customarily accessory to residential property, that contribute nutrients, sediments, and potentially harmful or toxic substances to runoff, including vehicular garages and driveways serving multi-family or attached single-family dwelling units;
 - C. Non-commercial clubs, lodges, community centers, research centers, museums, and conservation/nature oriented schools, less than or equal to four thousand (4,000) square feet;
 - D. Parking lots and accompanying access drives and maneuvering lanes serving boat landings and other non-residential uses

provided each parking lot contains space for no more than six (6) automobile parking stalls or one thousand (1,000) square feet (whichever is greater) and provided such parking lots are separated from each other by at least fifty (50) feet of vegetated buffer; and

E. Two (2) lane local roads, the purpose of which is primarily to provide access service to abutting residential property rather than to provide for through traffic.

5.25.13 All other uses, not specified in *Sections 5.25.10, 5.25.11, 5.25.12, and 5.25.13* above, shall be set back a minimum of one hundred fifty (150) feet from the South Carolina OCRM Critical Line.

5.25.14 A waiver for *Sections 5.25.11, 5.25.12, or 5.25.13* may be approved by the Zoning Board of Appeals provided the landowner can demonstrate that the required set back is impractical for the proposed development, the development proposal creates the minimal amount of impervious surface necessary for the proposal, the proposal provides sufficient treatment of runoff prior to discharge into the or, during and after construction, and the proposal meets the remaining intent of the Ordinance.

5.25.15 Docks, piers, and boat landings are to be used for non-commercial purposes only, i.e., no fee or rent may be charged except to a resident of an on-site residential community and said facilities are not to be used in connection with commercial uses or structures such as a processing plant, fish market, restaurant, or a commercial marina. However, a commercial fisherman may launch and come ashore from public boat landings, or a dock attached to his/her private residence or a dock that he/she has pre-approved access from the owner. Existing docks, piers, and boat landings in commercial uses are allowed to remain in operation regardless of ownership, provided that there is no increase in impact.

A. Docks must be for the exclusive use of occupants/owners/guests of residential dwelling units on waterfront lots or occupants/owners/guests of residential dwelling units in an on-site residential community where the dock serves that community exclusively. Shared multiple user docks are encouraged over multiple single user docks.

- B. Docks (other than community docks) must be connected with adjacent waterfront lots that have seventy-five (75) feet of water frontage along the marsh/water edge and at cast seventy-five (75) feet of frontage along the water between extended property lines. Lots with less than this required frontage but with at least fifty (50) feet of frontage both on the marsh edge and along the water between the extended property lines may be eligible to share a dock with adjacent property.
 - C. There may be no habitable structures located on the dock, fishing pier, boat landing, nor elsewhere upon waters in this District. Only open shelters and limited storage (e.g., for water skies, anchors, fishing equipment) are permitted.
 - D. Pumping of fuel is not permitted at docks, fishing piers, boat landings, nor elsewhere upon waters in this District, except for existing docks, piers, marinas, and boat landings in commercial use.
 - E. Utility lines which must cross the water/marsh to serve facilities on the opposite side of the water/marsh shall be submerged below the surface or buried underground. This requirement can be waived if the applicable County Engineer determines that burial of lines would pose unreasonable technical or financial burdens. In such a case, utility lines must be placed in a configuration that minimizes impact.
 - F. Prior to construction of any dock, pier, or boat landing in the River Protection Overlay District, in addition to the OCRM permit, the Applicant must receive a permit or approval from the Building Codes Department or Development Review Board stating that the proposed construction complies with the pertinent provisions of this Section.
- 5.25.16 Projects, which received approval from OCRM prior to the establishment of this Overlay District, are exempt from this Section.
- 5.25.17 Any and all development located within the River Protection Overlay District shall pay special attention to stormwater management system designs with respect to the environmental quality of the stormwater discharge leaving the development. Therefore, peak discharge rates for stormwater management systems shall not exceed the pre-development peak discharge rate

for the mean annual storm event for a twenty-four (24) hour duration for a two (2), five (5), ten (10), twenty-five (25), fifty (50), and one hundred (100) year return period. The stormwater management facilities shall be designed to entrap or settle silt. Other erosion control devices may be required to ensure that excessive siltation does not occur and does not exceed pre-development siltation of the Outstanding Resource Waters.

- A. As an alternative to providing for a pre-development peak discharge rate for the mean annual storm event for a twenty-four (24) hour duration for a fifty (50) and one hundred (100) year period; designs for the fifty (50) and one hundred (100) year storm events may be approved by the applicable County Engineer if the design engineer demonstrates the following for unstabilized sites:
1. Adequate sediment basins and retention areas for the twenty-five (25) year storm event, which exceeds OCRM current requirements;
 2. Design based on site specific soil condition; and
 3. Appropriate and additional use of sediment control practices such as silt fence, rock, check dams, raised catch basins, and other accepted *Best Management Practices*.
- B. When the site is stabilized, stormwater facilities shall be designed to accommodate the two (2), five (5), ten (10), and twenty-five (25) year design event. The design engineer shall indicate the impact of the fifty (50) and one hundred (100) year flood events in the design considerations.
- C. These stormwater management facilities must be installed and/or constructed and be in place prior to any building construction.
- D. Stormwater runoff from any bridge or road crossing a waterway must first be routed through an approved detention, retention, filtration, and/or swale system before being discharged into the river/marsh system, unless the applicable County Engineer determines that this provision is technically impractical.

5.25.18 All use of herbicides, pesticides, or fertilizers must be in full compliance with the *Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)*; *South Carolina Pesticide Control Act*; and *South Carolina Fertilizer Law*; and in strict accordance with pesticide label instructions in order that there be a “no adverse effect level” of surface runoff or airborne drift of these materials beyond the area of direct application. The practice of natural pest control management and the use of natural fertilizer and herbicides are strongly encouraged.

5.25.19 The provisions of *Section 5.25* will be evaluated by the applicable County no later than one (1) year from the effective date to determine if modifications should be made based on the review of any new information.

Section 5.26 **Reserved**

ARTICLE VI ADMINISTRATION

Section 6.1 **Establishment of the Yemassee Planning Commission**

6.1.1 The Planning Commission of the Town of Yemassee (“YPC”) is hereby established under the provisions of *Title 6, Chapter 29* of the *South Carolina Local Governments Comprehensive Planning Enabling Act of 1994*, replacing the Development Review Board (DRB).

6.1.2 Membership of the YPC shall be as follows:

- A. The YPC shall be composed of seven (7) voting members;
- B. YPC members maintain residence or are freeholders within the Town limits of Yemassee;
- C. All members shall be appointed to three (3) and four (4) year staggered terms by the Town Council, and after that time until their successors are appointed;
- D. A vacancy in the membership must be filled for the unexpired term by appointment of Town council;

- E. The Town may remove any member of the YPC for cause; and
- F. None of the members shall hold any other public office or position in the Town, Hampton or Beaufort County.

Section 6.2 Procedures of the Yemassee Planning Commission

- 6.2.1 The YPC shall elect one (1) of its members Chairman, who shall serve for two (2) years, until (s)he is re-elected, or their successor is elected and qualified.
- 6.2.2 The YPC shall appoint a secretary who may be an officer of the Town.
- 6.2.3 The YPC shall adopt rules of procedure in accordance with the provisions of this Ordinance.
- 6.2.4 Meetings of the YPC must be held at least once (1) per month, unless there is no business before it.
- 6.2.5 Meetings may be held at the call of the Chairman and at such other times as the YPC may determine.
- 6.2.6 Public notice of all meetings of the YPC shall be provided to interested citizens.
- 6.2.7 The YPC shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which must be immediately filed in the office of the YPC and must be a public record.

Section 6.3 Administrative Functions: Yemassee Planning Commission

- 6.3.1 The YPC prepares and periodically revises the *Town of Yemassee Comprehensive Plan*, as well as all Development Plans and programs for the Town and all implementation measures required to carry out the goals of the *Comprehensive Plan*, including:
 - A. Zoning ordinances, defined below;

- B. Subdivision regulations; and
 - C. An official map.
- 6.3.2 Ordinances to protect and preserve the Town's appearance and resources, such as landscaping, and historic preservation Ordinances.
- 6.3.3 The YPC may prepare and recommend revised zoning ordinances or amendments to the Ordinance to the Town Council and review and make recommendations concerning amendments to the *Town of Yemassee Zoning Ordinance*.
- 6.3.4 The YPC administers land development regulations and landscaping, highway corridor overlay, historic district, and other similar regulations, as applicable under this Ordinance and amendments.
- 6.3.5 The YPC must catalog public improvements needed in the Town, place them in a logical chronological order, and rank them. An annual list of priority projects should be forwarded to the Town Council.
- 6.3.6 All requests for variances (*See Section 7.3.1.B*) shall be forwarded to the Zoning Board of Appeals as only the Zoning Board of Appeals may grant variances.

Section 6.4 Establishment of the Historic Preservation Commission

- 6.4.1 A review board for historic preservation is hereby established, called the Yemassee Historic Preservation Commission (HPC). The HPC shall consist of seven (7) members with a demonstrated interest, competence, or knowledge in historic preservation. Until this commission is appointed by the Town Council its function shall be exercised by the YPC.
- A. All HPC members shall be residents of the Town of Yemassee or freeholders within the Town.
 - B. The HPC shall be composed of seven persons who reside in the Town or are freeholders in the Town:

- C. All members shall initially be appointed to two (2) and three (3) year staggered terms by the Town Council. Thereafter, all members shall serve two (2) year terms with a maximum of two (2) consecutive terms. HPC members may be re-appointed and serve additional terms after being off the HPC for a minimum of two (2) years. Any vacancy on the HPC shall be filled for the expired term. Board members shall serve after their term expires until their successors are appointed.
- D. Members of the HPC cannot hold any other public office or position in the Town of Yemassee.
- E. Members may be removed for cause by the Town Council. Cause includes missing three (3) consecutive regularly scheduled meetings or more than one-third ($\frac{1}{3}$) of the regularly scheduled meetings in any one (1) calendar year.
- F. Town Council, upon recommendation of the Mayor or his designee, may also appoint an architect or individual with demonstrated architectural or historic preservation to serve as a professional advisor to the HPC. The professional advisor shall serve for one (1) year and not be a voting member of the HPC.
- G. Members of the HPC shall serve without compensation but may be reimbursed for expenses incurred while representing the HPC, if approved by the Town Council. The professional advisor may be compensated, if approved by the Town Council.
- H. The Mayor, or his designee may serve as staff for the HPC.
- I. All members of the HPC shall attend training as determined by the Town upon the direction of the Mayor, or his designee.

6.4.2 Procedures of the Historic Preservation Commission

- A. The HPC shall elect one (1) of its members Chairman and one (1) member Vice-Chairman, who shall serve for two (2) years, until (s)he is re-elected, or his successors are elected and qualified.
- B. The HPC shall appoint a secretary who may be an officer of the Town.

- C. The HPC shall adopt rules of procedure in accordance with the provisions of this Ordinance.
 - D. Meetings of the HPC must be held at least once (1) per month, unless there is no business before it. A detailed description of Certificate of Appropriateness hearings is included in *Section 5.18.8*.
 - E. Meetings may be held at the call of the Chairman and at such other times as the HPC may determine.
 - F. A majority of members shall constitute a quorum. A quorum must be present before any business can be conducted other than rescheduling the meeting.
 - G. Public notice of all meetings of the HPC shall be provided.
 - H. The HPC shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which must be immediately filed in the office of the HPC and must be a public record.
 - I. Any member of the HPC who has a direct or indirect interest in any property which is the subject matter of, or is affected by decisions of the HPC, shall disqualify him/her self from participation in the discussion, decision, and proceedings concerning that property.
- 6.4.3 The HPC shall perform the following functions:
- A. Review properties for inclusion in the HPOD and recommended appropriate zoning changes to the Town Council for those properties considered qualified for inclusion. The following criteria will be used during the review:
 - 1. The property has significant character, interest, or value as part of the development or heritage of a community;
 - 2. It is the site of an historic event with a significant effect upon society;

3. It exemplifies the cultural, political, economic, social, or historic heritage of the community;
 4. It portrays the environment in an era of history characterized by a distinctive architectural style;
 5. It embodies those distinguishing characteristics of an architectural type or engineering specimen;
 6. It is the work of a designer whose individual work has significantly influenced the development of Yemassee;
 7. It contains elements of design, detail, materials, or craftsmanship which represent significant innovation;
 8. By being a part of or related to a cove or other distinctive area, it should be developed or preserved according to a plan based on an historic, cultural, or architectural motif;
 9. Owing to its unique location or singular physical characteristic, it represents an established and familiar feature of the neighborhood, community, or Town; and/or
 10. It has yielded or may be likely to yield information important in pre-history or history.
- B. For structures within the HPOD, the HPC shall review and approve, approve with conditions, or deny petitions for: alteration of building exteriors; additions of accessory structures; demolition of structures; and new construction.
1. In passing upon an application to demolish or demolish in part, or remove, or alter the exterior architectural appearance of any existing structure, the HPC shall consider, among other things, the historic, architectural, and aesthetic features of such structure, the nature and character of the surrounding area, the use of such structure, and its importance to the Town.
 2. In passing upon an application for new construction in the HPOD, the HPC shall consider, among other things, the general design, the character and appropriateness of design, scale of buildings, arrangement, texture, materials, and color

of the structure in question, and the relation of such elements to similar features of structures in the immediate surroundings. The HPC shall not consider the interior arrangement or interior design; nor shall it make requirements except for the purpose of preventing developments which are not in harmony with the prevailing character of the HPOD or which are obviously incongruous with this character.

3. The HPC may refuse to grant a Certificate of Appropriateness for the erection, reconstruction, alteration, demolition, partial demolition, or removal of any structure within the HPOD, which in the opinion of the HPC would be detrimental to the interests of the Town.
4. Upon receiving an application concerning a building or structure which is at least fifty (50) years old and is within the limits of the Town, but outside the HPOD, the HPC shall, within forty-five (45) days after receipt of the application, either approve such application, or find that the preservation and protection of historic places and the public interest will be best served by postponing the demolition or alteration for a designated period, which shall not exceed one hundred eighty (180) days from the receipt of the application. The HPC shall notify the Applicant of such postponement.
 - a. In all applications involving the demolition or partial demolition of a structure, provisions shall be made for a public hearing as set forth in this Ordinance.
 - b. In any case involving the demolition or partial demolition of a structure, before granting approval or requiring a postponement, the HPC may call on the Mayor or his designee to provide a report on the state of repair and structural stability of the structure under consideration.
 - c. Within the period of postponement of the demolition or alteration of any building within the Yemassee Preservation District, the HPC shall take steps to ascertain what the Town Council can or may do to preserve the building, including consultation with private civic groups, interested private citizens, and other

public boards or agencies, and investigation of the potential use of the power of eminent domain when the preservation of a given building is of a clear historic and architectural significance and clearly in the interest of the general welfare of the Town. The HPC shall then make recommendations to the Town Council.

5. In case of disapproval of any project, the HPC shall make its reasons known in a written statement to the Applicant. The HPC must give verbal or written advice to the Applicant and make recommendations in regards to the appropriateness of design, arrangement, texture, material, color, and other comments as appropriate concerning the property involved. The HPC at its sole discretion, may choose to give either verbal or written advice to the Applicant.
 6. Among other grounds for considering a design inappropriate and requiring disapproval and re-submission on are the following defects: arresting and spectacular effects; violent contrasts of materials or colors; intense or lurid colors; a multiplicity or incongruity of details resulting in a restless and disturbing appearance; the absence of unity and coherence in composition not in consonance with the dignity and character of the present structure; in the case of repair, remodeling, or enlargement of an existing building or with the prevailing character of the neighborhood, in the case of a new building.
 7. In exercising the authority granted the HPC under this Ordinance, the HPC may call upon the advice of any professionals it deems appropriate and any costs incurred for such consultation may be paid for with funds approved for such use by the Town Council in advance of the occasion.
- C. Maintain or ensure the maintenance of an historic properties inventory for the entire Town and ensure that it is available to the public.
- D. Review properties within the YCN and identify those individual structures, sites, and properties that are deemed to embody a particularly high degree of significance and, therefore, should be subject to YPS standards, guidelines, and

procedures. The HPC shall then recommend the appropriate zoning changes to the Town Council for those properties.

- E. The HPC shall prepare an annual report to the Town Council concerning historic preservation in the Town, including a full report of all projects submitted.
- F. The HPC shall have the opportunity to comment on National Register nominations proposed for any structure within its jurisdiction.
- G. The HPC shall serve as the reviewing body for the Yemassee Highway Corridor Overlay District until such time as a separate body is formed for that function. Review shall be in accordance with the above format, as appropriate.
- H. The HPC shall perform other duties as stipulated in the *Town of Yemassee Zoning Ordinance* or as assigned by the Town Council.

**ARTICLE VII
APPEALS AND PENALTIES**

Section 7.1 Establishment of the Zoning Board of Appeals

7.1.1 The Zoning Board of Appeals of the Town of Yemassee is hereby established.

7.1.2 Membership of the Board shall be as follows:

A. The Board shall be composed of five (5) persons who maintain residence or who are freeholders within the Town Limits of Yemassee.

B. All members shall be appointed to three (3) and four (4) year staggered terms by the Town Council, and after that time until their successors are appointed.

C. A vacancy in the membership must be filled for the unexpired term by appointment of Town Council.

D. The Town may remove any member of the Board for cause.

E. None of the members shall hold any other public office or position in the Town, Hampton or Beaufort County.

Section 7.2 Procedures of the Zoning Board of Appeals

7.2.1 The Board shall elect one (1) of its members Chairman, who shall serve for one (1) year, until (s)he is re-elected, or their successor is elected and qualified. The Board shall appoint a secretary who may be an officer of the Town.

7.2.2 The Board shall adopt rules of procedure in accordance with the provisions of this Ordinance.

7.2.3 Meetings of the Board must be held at the call of the Chairman and at such other times, as the Zoning Board of Appeals shall be provided by publication in a newspaper of general circulation in the municipality or counties.

7.2.4 At such time as the Applicant for approval of the special exception or variance makes his request, the Zoning Administrator shall

provide the Applicant or his designated representative with an adequate number of notice of public hearing signs to allow the Applicant or his designated representative to properly post and maintain on the property a notice of public hearing at least fifteen (15) days prior to the date of the public hearing. Only such signs as provided by the Zoning Administrator shall be used, and such signs must be placed in conspicuous places on the affected premises. Failure to comply with the posting requirement will result in the removal of the application from the public hearing agenda and forfeiture of the application fee. All signs must be removed within thirty (30) days after the public hearing.

- 7.2.5 The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which must be immediately filed in the office of the Board and must be a public record.

Section 7.3 Powers of the Zoning Board of Appeals

- 7.3.1 The Zoning Board of Appeals shall function in strict accordance with and pursuant to this Ordinance and shall have the following powers:
- A. To hear and decide appeals where it is alleged there is error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the *Town of Yemassee Zoning Ordinance*;
 - B. To hear and decide appeals for variance from the requirements of the *Town of Yemassee Zoning Ordinance* when strict application of the provisions of the Ordinance would result in unnecessary hardship. A variance may be granted in an individual case of unnecessary hardship if the Board makes and explains in writing the following findings:
 - 1. There are extraordinary and exceptional conditions pertaining to the particular piece of property;
 - 2. These conditions do not generally apply to other property in the vicinity;

3. Because of these conditions, the application of the Ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and
4. The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the District will not be harmed by the granting of the variance.
 - a. The Board may not grant a variance the effect of which would be to allow the establishment of a use not otherwise permitted in a zoning district, to extend physically a non-conforming use of land, or to change the zoning district boundaries shown on the *Official Zoning Map*. The fact that property may be utilized more profitably, should a variance be granted, may not be considered grounds for a variance. Other requirements are prescribed by the *Town of Yemassee Zoning Ordinance*.
 - b. The Town by Ordinance may permit or preclude the granting of a variance for a use of land, a building, or a structure that is prohibited in a given District, and if it does permit such a variance, it may require the affirmative vote of two-thirds ($\frac{2}{3}$) of the Board members present and voting. Notwithstanding any other provision of this Section, the Town may overrule the decision of the Board concerning a use variance.
 - c. In granting a variance, the Board may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the Board may consider advisable to protect established property values in the surrounding area, or to promote the public health, safety, or general welfare.
- C. To hear and decide only such applications for special exceptions as the Zoning Board of Appeals is specifically authorized to pass upon under the terms of this Section; to decide such questions as are involved in determining whether special exceptions should be approved; to prescribe appropriate conditions and safeguards in conformity with this Section; and

to deny special exceptions when not in harmony with the intent and purpose of this Section. Proceedings and required findings for special exceptions include the following:

1. A written application for approval of a special exception shall be submitted, indicating the Section of this Ordinance under which the approval is sought and stating the grounds on which it is requested;
2. When an application for approval of a special exception is initiated, a fee shall be paid for each application for administrative and advertising expenses involved. The fee for each application shall be based upon the adopted fee schedule;
3. Notice of public hearing shall be in conformity with *Section 7.2.4* of this Ordinance;
4. The public hearing shall be held. Any party may appear in person or by agent or attorney;
5. The Zoning Board of Appeals shall make a finding that it is empowered to grant the special exception, and that the application is to grant the special exception, and that the granting of the special exception will not adversely affect the public interest;
6. The regulations of this Section setting forth specific standards to be met prior to the establishment of any special exception shall be binding upon the Zoning Board of Appeals, and no variance to such requirements shall be granted;
7. The Zoning Board of Appeals shall grant no approval for special exception for the establishment of any use or structure which also necessitates the granting of a variance;
8. The Zoning Board of Appeals may prescribe a time limit within which the action for which the special exception is required shall be begun or completed, or both;
9. In considering requests for special exceptions, the Zoning Board of Appeals shall grant a permit authorizing a special

exception only upon an affirmation finding by the Board that:

- a. All requirements for such special exception will be met;
 - b. The proposed special exception is consistent with the spirit, purpose, and intent of the *Comprehensive Plan of the Town of Yemassee* and this Section;
 - c. The proposed special exception will not substantially and permanently injure the use of the neighboring property for those uses which are permitted in such District;
 - d. The adjacent streets and highways are adequate to carry the additional traffic generated by the proposed special exception; and
 - e. No undue traffic congestion or hazardous traffic conditions will be created by the proposed special exception.
10. The effects of failure to meet these conditions are as follows:
- a. Violation of conditions and safeguards of the Zoning Board of Appeals prescribed in conformity with this Section, when made a part of the terms under which approval of the special exception is granted, shall be deemed a violation of this Section, punishable under the penalties established in the *Town of Yemassee Zoning Ordinances*;
 - b. Failure to begin and/or complete an action for which approval is required within the time limit specified, when such time limit is made a part of the terms under which the approval is granted, shall void the approval. Unless specified otherwise by the Board, failure to begin action within twelve (12) months from the date of approval shall void the approval. An extension may be granted by the Board, not to exceed six (6) months; and

- c. Appeals to the Board may be taken by any person aggrieved or by any officer, department, Board, or bureau of the Town or applicable County. The appeal must be taken within thirty (30) days of the date the appealing party has received actual notice of the action from which the appeal is taken by filing with the officer from whom the appeal is taken and with the Zoning Board of Appeals notice of appeal specifying the grounds of it. The officer from whom the appeal is taken immediately shall transmit to the Board all the papers constituting the record upon which action appealed from was taken.
- 7.3.2 An appeal stays all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board, after the notice of appeal has been filed with him, that by reason of facts stated in the certificates stay would, in his opinion, cause imminent peril to life and property. In that case, proceedings may not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of record on application, on notice to the officer from whom the appeal is taken, and on due cause shown.
- 7.3.3 The Board shall fix a reasonable time for the hearing of the appeal or other matter referred to it, and give at least fifteen (15) days public notice of it in a newspaper of general circulation in the community, as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing, any party may appear in person or by agent or by attorney.
- 7.3.4 In exercising the above power, the Zoning Board of Appeals may, in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or may modify the order, requirements, decisions, or determination, and to that end shall have all the powers of the officer from whom the appeal is taken and may issue or direct the issuance of a permit. The Board in the execution of the duties specified in this chapter may subpoena witnesses and in case of contempt may certify this fact to the applicable Court of Common Pleas.
- 7.3.5 All final decisions and orders of the Board must be in writing and be permanently filed in the office of the Board as a public record. All findings of fact and conclusions of law must be separately

stated in final decisions or orders of the Board, which must be delivered to parties of interest by certified mail.

Section 7.4 Contempt and Penalty

In case of contempt by a party, witness, or other person before the Zoning Board of Appeals, the Board may certify this fact to the Circuit Court of the county in which the contempt occurs and the judge of the court, in open court or in chambers, after hearing, may impose a penalty as authorized by law.

Section 7.5 Appeal: Zoning Board of Appeals to Circuit Court

A person who may have a substantial interest in any decision of the Zoning Board of Appeals or an officer or agent of the appropriate governing authority may appeal from a decision of the Board to the Circuit Court in and for the applicable County by filing with the Clerk of the Court a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal must be filed within thirty (30) days after the decision of the Board is mailed.

Section 7.6 Notice of Appeal; Transcript; Supersede as

7.6.1 Upon the filing of the appeal, the Clerk of the Circuit Court shall give immediate notice of it to the Secretary of the Board and within thirty (30) days from the time of the notice the Board shall file with the clerk a certified copy of the proceedings held before the Zoning Board of Appeals, including a transcript of the evidence heard before it, if any, and the decision of the Board including its findings of fact and conclusion.

7.6.2 The filing of an appeal in the Circuit Court from a decision of the Board shall not ipso facto act as a supersedeas, but the judge of the Circuit Court may in his discretion grant a supersedeas upon such terms and conditions as may seem reasonable and proper.

Section 7.7 Determination of Appeal; Costs

At the next term of the Circuit Court or in chambers, upon ten (10) days notice to the parties, the presiding judge of the Circuit Court of the applicable county shall proceed to hear and pass upon the appeal on the certified record of the Board proceedings. The findings of fact by the Zoning Board of Appeals shall be treated in the same manner as a finding of fact by a jury, and the court may not take additional evidence. In the event the judge determines that the certified

record is insufficient for review, the matter may be remanded to the Zoning Board of Appeals for rehearing. In determining the questions presented by the appeal, the court shall determine only whether the decision of the Board is correct as a matter of law. In the event that the decision of the Board is reversed by the Circuit Court, the Board is charged with the costs, and the costs must be paid by the governing authority, which established the Zoning Board of Appeals.

Section 7.8 Appeal to the Supreme Court

A party in interest who is aggrieved by the judgment rendered by the Circuit Court upon the appeal may appeal in the same manner as provided by law for appeals from other judgments of the Circuit Court in law cases.

ARTICLE VIII AMENDMENTS

Section 8.1 Authority

This Ordinance, including the *Official Zoning Map*, may be amended from time to time by the Yemassee Town Council as herein specified, but no amendment shall become effective unless it shall have been proposed by or shall first have been submitted to the Planning Commission for review and recommendation.

Section 8.2 Requirements for Change

When public necessity, convenience, general welfare, or good zoning practice justifies such action, and after the required review and report by the Planning Commission, the Town Council may undertake the necessary steps to amend the *Town of Yemassee Zoning Ordinance*.

Section 8.3 Procedures for Amendments

- 8.3.1 A proposed amendment to the *Town of Yemassee Zoning Ordinance* may be initiated by the Town Council, the Planning Commission, or by application by the owners of the property to be changed, provided, however, that action shall not be initiated for a zoning amendment requesting the same change in District classification affecting the same parcel or parcels or any part thereof more often than once (1) every twelve (12) months.
- 8.3.2 All papers and other data submitted by the Applicant on behalf of the amendment request shall be transmitted to the Planning Commission.
- 8.3.3 The Planning Commission, at regular meetings, shall review and prepare a report, including its recommendation, for transmittal to the Town Council.
- 8.3.4 Before enacting an amendment to this Ordinance, the Town Council shall hold a public hearing; notice of the time and place of which shall be published in a newspaper of general circulation in the Town at least fifteen (15) days in advance of the scheduled public hearing date.
- 8.3.5 Following final action by the Town Council, any necessary changes shall be made in the *Official Zoning Map*. A record of the type and

date of such change shall be maintained at the Town Hall and in the offices of the joint Planning Commission.

**ARTICLE IX
LEGAL STATUS PROVISIONS**

Section 9.1 Conflict With Other Laws

- 9.1.1 Whenever the provisions of this Ordinance impose more restrictive standards than are required under other statutes, the requirements of this Ordinance shall govern. Whenever the provisions of any other statute require more restrictive standards than are required by the Ordinance, the provisions of such statute shall govern.
- 9.1.2 The within Ordinance makes reference to certain positions that currently do not exist within the governance structure selected by the citizens of the Town of Yemassee. The ordinance may also refer to Commissions and other bodies not yet appointed by the Town Council. Whenever duty, responsibility and/or authority is given to a position not yet created or if created not filled by the Council then such duty, responsibility and authority shall be exercised by the Mayor until such time as the position is created and or filled. Whenever duty, responsibility and/or authority is given to a Commission, Board or other body created by or the positions filled by the Town Council, then such duty, responsibility and authority shall be exercised by the Town Council until such time as of the Commission, Board or other body is created and or appointed.

Section 9.2 Validity

Should any Section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof, which is not specifically declared to be invalid or unconstitutional.

Section 9.3 Repeal of Previous Ordinances

Existing Ordinances or parts of Ordinances covering the same matters as embrace in this Ordinance are hereby repealed, and all Ordinances and parts of Ordinances consistent with this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

Section 9.4 Effective Date

This Ordinance shall take effect and be in force from the date of its adoption by the Town Council of Yemassee.

**ARTICLE X
DEFINITION OF TERMS**

Section 10.1 Interpretation of Certain Terms or Words

Except as specifically defined herein, all works in this Ordinance have the customary dictionary definitions. For the purpose of this Ordinance, certain words or terms used herein are defined as follows:

- 10.1.1 Words used in the present tense include the future tense. Words used in the singular include the plural, and words used in the plural include the singular.
- 10.1.2 The word “shall” is always mandatory.
- 10.1.3 The word “may” is permissive.
- 10.1.4 The word “person” includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual.
- 10.1.5 The word “Planning Commission” refers to the Town of Yemassee Planning Commission.
- 10.1.6 The words “used” or “occupied” as applied to any land or building shall be construed to include the words intended, arranged, or designed to be used or occupied.
- 10.1.7 The word “lot” includes the word “plot” or “parcel”.
- 10.1.8 The word “structure” includes the word “building”.

Section 10.2 Definitions

- 10.2.1 Accessory Dwelling Unit/Dependency Unit: A second dwelling unit either added to or in a single-family detached dwelling, or in a separate accessory structure on the same lot as the main dwelling, for use as a complete, independent living facility. The accessory dwelling unit can also be located on the second floor of a retail or office building. The maximum size for an accessory dwelling unit/dependency unit is eight hundred (800) square feet.

- 10.2.2 Adult Entertainment. Performances by topless and/or bottomless dancers, strippers or similar entertainers, where such performance are characterized by the display or exposure of specific anatomical areas.
- 10.2.3 Adult Entertainment Establishments. Any commercial establishment which has as one of its principal business purposes which offers for sale of any book, publication, or film which depicts nudity, or sexual conduct or engages in services such as bath houses, massage parlors, wrestling parlors or like activities including a night club, cabaret, lounge or other establishment which features adult entertainment.
- 10.2.4 Agricultural Use: The use of land or property to raise, harvest, or store crops, feed, breed, or manage livestock, or to produce plants, trees, fowl, or animals, including the preparation of the products raised thereon and disposed of by marketing or other means.
- 10.2.5 Automobile Service Station: Buildings and premises on any parcel or lot where gasoline, oils and greases, batteries, tires, and automobile accessories may be supplied and dispensed at retail (or in connection with a private operation) where no part of the premises is used for the storage of dismantled or wrecked vehicle parts, and permitting the sale of cold drinks and packaged goods as accessory only to the principle operation.
- 10.2.6 Yemassee Historic Small Home Program: A program of affordable and historically correct housing plans that are pre-approved by the Town of Yemassee Planning Commission, Historic Preservation Commission, and applicable County Building Inspections Department.
- 10.2.7 Buffer, Landscaped: A strip of required yard space adjacent to the boundary of a property or District which is to be landscaped for its full width, in grass or other plant materials, and on which is placed a screen of sufficient width and height to render it visually solid for length of the developed portion of the property. The required screen is to be permanently maintained and shall be composed of either compact or dense evergreen plant materials, and appropriate wall or fence, or a combination of fence and plant material.

- 10.2.8 Building: Any structure having a roof supported by columns or walls and intended for the shelter, housing, or enclosure or any person, process, equipment, or goods.
- 10.2.9 Building Alteration: Any change in the supporting members of a building (such as bearing walls, columns, or girders), any addition or reduction to a building; any change in use, any increase in use intensity, or any relocation of a building from one (1) location or position to another.
- 10.2.10 Building Height: The vertical distance from the average grade of a structure at ground level to the top of the highest roof beam of the roof, provided that chimneys, spires, and other permitted appendages are not included in the height measurement.
- 10.2.11 Child Care Center: A facility which regularly receives thirteen (13) or more children for day care more than two (2) days per week.
- 10.2.12 Density: The number of dwelling units per acre of land developed or used for residential purposes, expressed in units per gross acre.
- 10.2.13 Development: Except where the context otherwise requires and in the absence of a more limiting provision "development" means the performance of any building or mining operation, the making of any material change in the use of any structure or land, or the division of land into two (2) or more parcels, lots, building sites, or building units
- 10.2.14 District: The term applied to various geographical areas of the Town of Yemassee for purposes of interpreting the provisions of this Ordinance. The Districts are designated with the use of symbols on the *Official Zoning Map*. Regulations controlling land use in the various Districts within the Town are set forth in *Article V* of this Ordinance. The terms "district" and "zoning district" are synonymous and are used interchangeably throughout this Ordinance.
- 10.2.15 Dwelling: A building or portion of a building arranged or designed to provide living quarters for one (1) family. The terms "dwelling" and "residence" shall be interchangeable.

- A. Interior Apartment Dwelling: Any dwelling, which is constructed within or is otherwise attached to a dwelling or other non-residential structure.
- B. Mobile Home Dwelling: A one (1) family detached dwelling of vehicular, portable design, built on a chassis and used without a permanent foundation.
- C. Modular Dwelling: A one (1) family detached dwelling made of prefabricated materials or parts, which is designed to be constructed onto a permanent foundation.
- D. Single-Family Dwelling: A one (1) family detached dwelling other than a mobile home designed for or occupied by one (1) family.
- E. Two (2) or Three (3) Family Dwelling: An attached or semi-detached dwelling designed for or occupies by two (2) or three (3) families in separate dwelling units living independently or each other.

10.2.16 Dwelling Types:

- A. Attached: A dwelling in a group of two (2) or three (3) dwellings having a common party wall with one (1) or more dwellings, or a dwelling having a common party wall with a non-residential structure.
- B. Detached: A dwelling with no common party walls with another dwelling or structure.
- C. Semi-Detached: A dwelling which appears visually contiguous with one (1) or more dwellings but which technically has no common party walls with other dwellings.

10.2.17 Dwelling Unit: A building, or portion thereof, providing complete and permanent living facilities for one (1) family.

10.2.18 Family: One (1) or more persons living together as a single housekeeping unit in a dwelling unit.

10.2.19 Family Day Care Home: An occupied residence where child day care is regularly provided for no more than six (6) children,

including children living in the home and children received for day care that are related to the resident care giver. Provided, however, that an occupied residence in which child day care is regularly provided only for a child or children related to the resident care giver, or only for the child or children of one (1) unrelated family, or only for a combination of such children is not a family day care home.

- 10.2.20 Flag lots: A lot with a developable area connected to a public road by a narrow strip of land that includes a driveway; sometimes also refers to a landlocked lot that is connected to a public road only by a narrow right-of-way easement.
- 10.2.21 Floor-Area Ratio: Ratio of gross floor area of building(s) on a lot by the area of the lot.
- 10.2.22 Freestanding Sign: A detached sign, which shall include any sign supported by uprights or braces placed upon, in, or supported by the ground and not attached to any building.
- 10.2.23 Gross Floor Area: The sum of the gross horizontal areas of all floors of a building measured from the exterior faces of the exterior walls or from the centerline of the walls separating two (buildings), excluding attic areas with a head room of less than seven (7) feet, unenclosed stairs or fire escapes, elevator structures, cooling towers, areas devoted to air conditioning, ventilating or heating or other building machinery and equipment, vehicle parking structures, basement space, or porches, patios, breezeways, sun porches, and other similar structural additions that are unenclosed or enclosed with screening.
- 10.2.24 Group Day Care Home: A facility, generally within a dwelling unit, which regularly provides child day care for at least seven (7) but no more than twelve (12) children, including the children of the caregiver, younger than ten (10) years old living in the home and children who are related to the resident caregiver.
- 10.2.25 Home Occupation: Any use of principal or accessory buildings clearly incidental and secondary to their uses for residential purposes and which does not change the character thereof, within a residential area subject to the conditions of this Ordinance.

- 10.2.26 Lot: A small developed or underdeveloped tract or parcel of land suitable for building purposes and legally transferable as a single unit of land.
- 10.2.27 Lot of Record: A legally recorded lot (*See Section 10.2.20*).
- 10.2.28 Manufactured homes: The term is defined in S.C. Code 40-29-20(9) as a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width, or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained in it.
- 10.2.29 Mobile home: Any vehicle or portable structure in excess of thirty-five (35) feet in length having chassis, wheels, jacks, axles and so designed as to permit single-family occupancy for dwelling or sleeping purposes. The term mobile home includes the term house trailers.
- 10.2.30 Mobile home communities: Premise where two (2) or more mobile homes are parked for living and/or sleeping purposes, or where spaces are set aside, or offered for sale, or rent for mobile home living or sleeping purposes, including any land, building, structure, or facility used by occupants on such premises.
- 10.2.31 Mobile home Park: Same as "mobile home community."
- 10.2.32 Mobile home space: A plot of ground within a mobile home park designed for the accommodation of one (1) mobile home.
- 10.2.33 Modular homes: Any building of closed construction, regardless of type of construction or occupancy classification, other than a mobile or manufactured home, constructed off-site in accordance with the applicable codes, and transported to the point of use for installation or erection. SC Code 23-43-20(2).
- 10.2.34 Non-conforming Use: A use of land, building, or structure lawfully existing at the time this Ordinance or subsequent amendment

hereto became effective, which does not conform to the use requirements of the District in which it is located.

- 10.2.35 Nuisance: Any activity which is judged by the Town Council or the appropriate agency thereto to emit noise, vibration, smoke, gas, fumes, odor, dust, fire hazard, dangerous radiation, or other injurious or obnoxious conditions beyond the premises of such activity, or which poses a documented threat to water or wetlands within the Town limits of Yemassee.
- 10.2.36 Parking Space: A space provided within any public or private open area used for the express purpose of parking automobiles or other vehicles, of not less than nine (9) feet by eighteen (18) feet.
- 10.2.37 Residential Use: Any use occurring within a building or portion of a building to provide living quarters for one (1) or more families.
- 10.2.38 Right-of-Way: Land subject to use as a street, alley, crosswalk, drainage, or other public purposes.
- 10.2.39 Setback: A required yard between a street right-of-way or lot line and the principal building on a lot.
- 10.2.40 Shingle Sign: A display sign which is attached directly to any building wall and which extends more than twelve (12) inches from the face of the wall.
- 10.2.41 Sign: Any device for visual communication that is used for the purpose of bringing the subject thereof to the attention of the public.
- 10.2.42 Structure: Anything constructed, erected, or established including, but not limited to the following: buildings, signs, sea walls, mobile homes, fences, screen enclosures, and patio walls.
- 10.2.43 Subdivision: All divisions of a tract parcel of land into two (2) or more lots, building units, or other division, for the purpose, whether immediate or future, of sale, lease, transfer, or resale, including the act or re-subdividing previously subdivided property.
- 10.2.44 Townhouse or Town home: A row of homes which share common walls.

- 10.2.45 Wall Sign: Any sign erected against the wall of any building, or displayed on windows or doors, or displayed with the exposed face thereof in a plane parallel to the face of said wall, window or door and which sign is mounted at a distance measured perpendicular to said wall not greater than twelve (12) inches.
- 10.2.46 Variance: See *Section 6.2.4 and other portions as specified in the code.*
- 10.2.47 Visual Screen: A visually solid device, which effectively blocks the view of the object or objects required to be screened.
- 10.2.48 Yard: The space between a principal building on a lot and each lot line or street right-of-way bordering the lot.

Attest By:

Clerk of Council

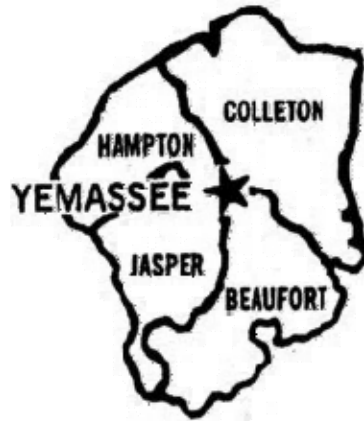
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2nd reading _____

Public Hearing _____

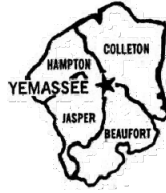
Final Reading _____

Approved as to Form and Content
Roberts Vaux, Town Attorney



DEVELOPMENT STANDARDS ORDINANCE

THE TOWN OF YEMASSEE, SOUTH CAROLINA



**TOWN OF YEMASSEE
DEVELOPMENT STANDARDS ORDINANCE**

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ARTICLE I

AUTHORITY AND ENACTMENT CLAUSE AND APPLICATION OF THE ORDINANCE

In pursuance of authority conferred by the General Statutes of *South Carolina Code of Laws, Section 6-29-330* and for promoting health, safety, or general welfare of the community; lessening congestion in the streets; securing safety from fire; providing adequate light and air; providing for adequate transportation, water, sewerage, schools, parks, and other public improvements; protecting scenic and unique areas, in accordance with a *Comprehensive Plan*; the Town Council of the Town of Yemassee does ordain and enact into law the following Articles and Sections.

Section 1.1 Jurisdiction

This Ordinance and the provisions contained herein shall hereafter govern all land development within the Town of Yemassee as now or hereafter established.

Section 1.2 Definition of Development

- 1.2.1 Except where the context otherwise requires, and in the absence of a more limiting provision, "development" means the performance of any building or mining operation; the making of any material change in the use of any structure or land; or the division of land into two (2) or more parcels.
- 1.2.2 The following activities or uses shall be taken for the purposes of this Ordinance to involve development as defined in this Article unless expressly excluded by Ordinance:
 - A. A material change in type of use of a structure or land which would tangibly affect the area's natural environment, drainage, transportation patterns, public health, or economic values;
 - B. A building operation involving construction, reconstruction, or alteration of the size of a structure which would result in a tangible effect on the area's natural environment, transportation patterns, public health, or economic values;
 - C. A material increase in the intensity of land use, such as an increase in the number of businesses, manufacturing establishments, offices, or dwelling units in a structure or on land when such increase would tangibly affect the



area's natural environment, transportation patterns, public health, or economic values;

- D. Subdivision of a parcel or tract of land into two (2) or more lots, parcels, or pieces for the purpose of sale or transfer of title;
 - E. Commencement of any mining operation on a parcel of land;
 - F. In connection with the use of land, the making of any material, change in noise levels, thermal conditions, or emissions of waste materials;
 - G. Alteration of a shore, bank, or flood plain of a seacoast, river, stream, lake, or other natural water body;
 - H. Reestablishment of a use which has been abandoned for one (1) year; and
 - I. Construction of major electrical and telephone utility lines over three-fourths ($\frac{3}{4}$) of a mile in length and involving tree removal, construction of any utility line substation, or construction of any utility line crossing wetlands.
- 1.2.3 The following operations or uses do not constitute development for the purpose of this Ordinance:
- A. The construction of any public street or other public way, grounds, buildings, structures, or facilities. Such public project Development Plans are submitted and reviewed for approval under a separate administrative procedure;
 - B. Work for the maintenance, renewal, improvement, or alteration, of any structure, if the work affects only the interior or the color of the structure, or decoration of the exterior of the structure;
 - C. The use of any structure or land devoted to dwelling uses for any purposes customarily incidental to enjoyment of the dwelling;
 - D. The use of any land for the purpose of growing plants, crops, trees, and other agricultural or forestry product's, or for other agricultural purposes, including agriculture;
 - E. A transfer of title to land not involving the division of land into parcels;
 - F. The division of land into parcels of five (5) acres or more where no improvements are involved;



- G. The division of land into parcels for conveyance to other persons through the provisions of a will or similar document and in the settlement of an intestate's estate;
 - H. The division of land into lots for the purpose of sale or transfer to members of one's own immediate family, where no new street is involved, is exempt from the standard submission and review procedures;
 - I. Any subdivision, construction, changes, or improvements approved by the County or its delegated authorities prior to adoption of this Ordinance; (*See Section 2.3.2 and Section 2.3.3*)
 - J. The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of the governing authority;
 - K. The recordation of a plat of land or property for purposes other than the sale or transfer of title to land including:
 - 1. The creation or termination of mortgages, leases, easements, or liens;
 - 2. Lot line corrections on existing recorded properties;
 - 3. The creation, termination, or amendment of private covenants or restrictions on land;
 - 4. Property trades or swaps between immediately adjacent landowners not resulting in the creation of new parcels of record; and
 - 5. Division of land for the purpose of sale or transfer to an immediately adjacent landowner for the sole purpose of enlarging the adjacent landowner's property and not resulting in the creation of new parcels.
- 1.2.4 Development as designated in this Ordinance includes all other activities customarily associated with it unless otherwise specified. Activities, which may result in development as defined herein, include erection, construction, redevelopment, alteration, or repair. When appropriate to the context, development refers to the act of developing or the result of development. Reference to any specific operation not involving development is not intended to mean that the operation or activity, when part of other operations or activities is not development.



- 1.2.5 “Material”, as contained herein, shall be construed to mean objective, substantive, tangible, or consequential.

Section 1.3 Exemptions and Repeal of Previous Ordinances

- 1.3.1 The Beaufort and/or Hampton County Subdivision Regulations are hereby repealed.
- 1.3.2 Development Plans granted final plat approval under the provisions of any *Beaufort County Subdivision Regulations and/or any Hampton County Subdivision Regulations*, shall maintain that approval as platted and not be subject to the provisions of this Ordinance.
- 1.3.3 Development plats recorded prior to the effective date of the this Ordinance by the Town of Yemassee, shall be exempt from the provisions of this Ordinance as platted.
- 1.3.4 Development for which a valid application has been made for a Beaufort and/or Hampton County Building Permit, prior to the effective date of this Ordinance, and for which such permit is subsequently issued, shall be exempt from the requirements of this Ordinance as designed and permitted.
- 1.3.5 Development Plans declared “exempt” under the provisions of *Section 4.1* of the *Beaufort and/or Hampton County Subdivision Regulations* shall maintain that exemption and do not have to be re-filed for approval under the provisions of this Ordinance. Implementation of the various development tracts indicated on exempt Master Plans shall be submitted for approval under the provisions of this Ordinance.
- 1.3.6 Undesignated areas on any exempt Master Plans, plans, and plats governed by *Section 2.3* shall be considered as open space.
- 1.3.7 Administrative procedure for exempt Master Plans, plats, and plans shall be governed by *Section 2.3*. Such plans are exempt as filed or recorded and any changes in designated land use or increase in number of units or lots shall be submitted for approval.

Section 1.4 Non-conforming Development

- 1.4.1 Existing development which does not comply with the provisions of this Ordinance shall be exempt from the provisions of this Ordinance except that non-conforming development shall not be:



- A. Changed to another non-conforming use;
- B. Reused or reoccupied after discontinuance of use or occupancy for a period of thirty (30) days or more, or completed season in the case of a seasonal non-conforming use;
- C. Reestablished, reoccupied, or replaced with the same or similar building, structure, or mobile home if physically removed or relocated from its specific site location after passage of this Ordinance;
- D. Repaired, rebuilt, or altered after damage exceeding fifty (50) percent of its replacement cost at the time of destruction. Reconstruction or repair, when legal, must begin within six (6) months after damage is incurred; and
- E. Enlarged or altered in excess of an additional twenty (20) percent of existing floor area in a way which increases its non-conformity.

Nothing in this Section shall be deemed to prevent the strengthening or restoring to a safe condition, any building or part thereof, declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

- 1.4.2 Until such time that a Community Development /Town Administrator is employed all such functions and authority to be exercised by the Town Planning Commission.



ARTICLE II

ESTABLISHMENT OF DISTRICTS

Section 2.1 Description and Definition of Special Districts

For the purpose of this Ordinance, portions of the Town of Yemassee are hereby divided into Districts.

Conservation district: for the purposes of protecting and conserving sensitive environmental areas, discouraging growth in areas which pose undue hazards to man, and maintaining open space, the conservation district is established. It consists of all wetland areas delineated as part of the special conservation district on the *Town of Yemassee Official District Map* and specifically defined as:

- A. Any salt, brackish, or fresh water marsh, bog, swamp, lake, pond, meadow, flat, or other area subject to tidal flow, whether or not the tidewater reaches the area naturally or through artificial water courses;
 - B. Any other areas upon which exist a natural community of one (1) or more of the following marsh grass indications of tidal influence:
 1. *Spartina alterniflora*;
 2. *Spartina patens*;
 3. *Juncus romerianus*; and
 - C. Any natural land-locked bogs, swamps, lakes, ponds, sinks, or low-lying areas determined to be unique or important wildlife habitats, or possess unique scenic and recreational value. The County may call upon the advice of various Federal or State agencies involved in wetlands preservation in making such determination.
- 2.1.1 Flood Hazard District: For the purpose of protecting future development from the effects of rising tidal waters associated with probable future hurricanes, the Flood Hazard District is established. It consists of that area designated on the *Official District Map* as the Special Flood Hazard District and specifically defined by reference to indicate elevation figures measured from mean sea level for each designated flood hazard area.



Section 2.2 Establishment of the District Map

- 2.2.1 The Town of Yemassee is hereby divided into Districts, as shown on the *Official District Map* which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be part of this Ordinance.

An official copy of the *Town of Yemassee Official District Map* shall be filed in the office of the Mayor and/or Planning Commission. This map shall bear the seal of the Town of Yemassee under the following words: "This is to certify that this is the *Official District Map* referred to in *Article II* of the *Development Standards Ordinance* adopted by the Town of Yemassee.

Section 2.3 Interpretation of District Boundaries

Where any District boundary is indicated on the *Town of Yemassee Official District Map* as following approximately the corporate limits line of any incorporated place within the County, then such County boundary line or corporate limits line shall be construed to be such a District boundary.

- 2.3.1 Unless otherwise indicated, the District boundaries follow natural features such as marsh edges and stream banks.
- 2.3.2 Where indicated, District boundaries are parallel to the centerlines of streets, highways, railroads, or the rights-of-way of same. Property lines, said streams, other bodies of water, or said lines extended at such distance therefrom as indicated on the *Official District Map*. If no distance is given, such distance shall be determined by the use of the scale of said map.

Where District boundary lines are so indicated that they approximately follow property or lot lines, such property or lot lines shall be construed to be such boundary lines.

Where a District boundary line divided a parcel or lot, the location of any such District boundary line, unless indicated by dimensions shown on the *Official District Map*, shall be determined by the use of the scale on said map.



ARTICLE III

MINIMUM CONSTRUCTION STANDARDS

Section 3.1 Introduction

No structure may be erected or development undertaken except in conformance with the requirements of this Article.

Section 3.2 Minimum Construction Standard Applying Throughout Jurisdiction

The standard prescribed in this Section shall apply to all building or development hereafter undertaken within Beaufort and/or Hampton County.

- 3.2.1 Setbacks From Roads: No structure, except signs, shall be erected nearer than fifty (50) feet of the right-of-way line of a major thoroughfare so designated on the *Town of Yemassee Official District Map*. Setbacks from all other roadways to be one-half ($\frac{1}{2}$) the right-of-way, (i.e., a fifty (50) foot road right-of-way shall require a setback of twenty-five (25) feet), unless otherwise provided with the Zoning Ordinance and applicable to a particular District.

Setbacks at Intersections: There shall be no interference with the vision clearance at any street intersection. No fence, wall, terrace, building, sign, shrubbery, hedge, planting, etc., above the height of three (3) feet measured from the finished street centerline level, shall be planted, placed, erected, or maintained within the triangular area created by a line connecting points of the front and side lot lines at a distance from the intersection of said lines or the extension of said lines:

- A. At an intersection involving:
1. Driveway and a street: Ten (10) feet.
 2. An alley and a street: Ten (10) feet.
 3. A street and a street: Thirty (30) feet.
 4. Major thoroughfares: Fifty (50) feet.



Access to Major Thoroughfares: Street, driveway, or other access separation along State and Federal highways shall be in accordance with the South Carolina Department of Transportation's *Access and Roadside Management Standards*.

Sign Regulations: No sign shall be erected except in compliance with the *Town of Yemassee Sign Ordinance*. All signs shall be constructed of durable materials and maintained in good condition.

Alteration of Surface Runoff Prohibited: No site shall be developed or structure erected that will alter appreciably the quantity of surface water runoff to or from adjoining property.

- 3.2.2 Increase in Flood Hazard Prohibited: No site shaped or structure erected including dikes, dams, or levees that will result in any increase in flood hazard on adjoining or non-contiguous property.

Section 3.3 Minimum Construction Standards Applying to Special Districts

3.3.1 Conservation District

A. Water Related Development Activities: Special exception to the provisions of this Ordinance is hereby given for the construction of certain water-related development activities in the Conservation District for which valid permits have been issued by appropriate state and federal agencies having permitting authority over such activities. Such uses will normally include docks, wharfs, piers, marinas, bulkhead, and erosion control devises. In granting this special exception, the Town of Yemassee does hereby reserve the right to impose the provisions where it is determined that the permitting of such activity by another agency is inconsistent with adopted goals and regulations of the Town aimed at preserving environmental quality.

B. Site Alteration/Disturbance: The Town of Yemassee recognizes that not all wetlands may possess unique scenic, recreational, and wildlife habitat value. The Town may approve alteration of wetlands as a special permit condition, specifying the manner and extent of alteration permitted, based on evaluation of the affected wetland by agencies and experts deemed appropriate by the Town.

- 3.3.2 Flood Hazard District: All requirements of the *Beaufort and/or Hampton County Building Codes* related to construction in flood hazard areas must be met.



ARTICLE IV

SITE DESIGN AND DEVELOPMENT STANDARDS

Section 4.1 Applicability

No development shall be undertaken, except in conformance with the standards set forth in this Article, unless expressly exempt from obtaining a Development Permit as specified in Article VI, Section 6.2. The Standards prescribed in this Section shall apply to all site design and development hereafter undertaken within the jurisdiction. All proposed development in the Town of Yemassee that meets the requirements for street, sidewalk, pathway, and bikeway standards shall comply with the provisions of this Article in order to receive approval of any Development Permit. The design and performance standards of this Article are generally applicable to all development in the Town. In the review of any proposed development, on a site-specific basis, some of the design and performance standards may be deemed inapplicable as determined by the Planning Commission, or Town Council.

Section 4.2 Purpose and Intent

The purpose of this Article is to establish design and performance standards for all development in the Town. The standards promote good site design and planning that produces development that is functional, an asset to the community, and in keeping with the general nature of the Town. The standards allow for and promote design integration of the man-made improvements to the land with the natural elements of the land. Due to ever accumulating knowledge about site design, the design and performance standards will be monitored and reviewed on an on-going basis as to the their reasonability and effectiveness in promoting these purposes. Developers are urged to present information, which may document a more applicable standard. Such information may be used to update this Article. Town adoption of neighborhood plans or Planned Unit Developments (PUD) may result in neighborhood or PUD standards supplementing or replacing these standards.

Section 4.3 Addressing and Lot Numbering

Proposed street names and numbering will be obtained through Beaufort and/or Hampton County Office of Emergency Management. Every property and/or development shall have legible addresses posted on the property visible from the street with a minimum three (3) inch high letters in a color that contrasts the structure. Within subdivisions, blocks shall be numbered and the lots within each block shall be numbered consecutively and in a logical manner to allow easy emergency access.



Section 4.4 Public Access

- A. While it is the intent of this Ordinance that all property proposed for development have legal and adequate access to public thoroughfares, it is recognized that often times such legal right of access may not be clearly established at the time of proposed development activity. For development activity not involving the sale of lots or residential units to consumers, the concern over questionable legal access is not as great, except that such proposed development may impact other property across which access to the development depends.
- B. It is, however, of great concern that projects proposed for the sale of lots or dwelling units to consumers, have clear legal access to avoid potential legal litigation involving unsuspecting consumers. To this end, all Applicants for development approval on property not immediately contiguous to deeded public right-of-way, shall submit the following:
1. Copies of recorded deeds, plats, and easements clearly documenting access to the development property; and
 2. In the absence of such recorded documents, evidence that reasonable effort has been made to acquire necessary easements from property owners whose lands over which access is dependent.
- C. Development involving the sale of lots, tracts, or units for which the provisions for public access cannot be met, must include on the face of recorded plats, surveys, and in the body of associated deeds, master deeds, and covenants and restrictions, the following disclosure:
1. Disclosure Statement: "It has been determined by the Town of Yemassee, that access to all lots or units contained in this development, is not clearly and legally established or defined at the time of approval of this development for construction and sale of lots or units to the general public." and
 2. For development not involving the sale of lots or units which cannot meet the provisions of subpart C.1 of this section, the Community Development Department of the Planning Commission shall send notice of development intent by certified mail to all affected property owners, whose land over which access to the proposed development property is dependent, at least fourteen (14) days in advance of scheduled project review.



- D. The Community Development Director or the Planning Commission shall review all applications for physical adequacy of access on a case-by-case basis and may deny development approval where access is inadequate for emergency vehicles or users may experience unwarranted inconvenience.

Section 4.5 Street, Sidewalk, Pathway, and Bikeway Standards

4.5.1 Layout of Circulation System

- A. While it is the intent of this Section to provide ample flexibility in the layout of streets, and most design standards are not specifically required herein, proposed street systems will be reviewed as to its design, safety, and convenience of users as well as adjacent property owners; provided, such review shall be conducted in accordance with reasonable street design standards and with generally accepted engineering and development practices. Emphasis should be placed on safety at curves and intersections.
- B. The layout of the circulation system shall be designed to provide access and to accommodate vehicular traffic and pedestrians safely and efficiently with a minimum impact on adjacent properties. The layout shall also provide and aesthetically pleasing design.
- C. The layout of the circulation system shall be adapted to the site, taking into consideration physical factors such as natural elements, grade and drainage, as well as aesthetic factors such as the visual impact of the street pattern and the highlighting of special site features.
- D. Streets shall be designed according to a hierarchy of functions with through traffic separated from residential access streets. Pathways may also be provided. They may be designed to be independent of the road system, but they may be required along roads in areas of high intensity of land use, provided there is some physical separation from the edge of street pavement, such as curbs or green strips.
- E. Upon determination that reasonable access to adjoining property(s) would be seriously affected by a proposed subdivision design, the Town Planning Commission will notify the adjacent property owner by registered mail of his/her findings and recommend that (s)he take whatever action deemed necessary based on that finding. This provision is merely for the purpose of notifying an adjacent property owner and in no way obviates existing laws regarding access to properties by right of necessity.



- 4.5.2 General Street Design Standards: All streets shall incorporate, as applicable, the following:
- A. The arrangement of streets shall conform to the circulation requirements of the *Comprehensive Plan*;
 - B. For streets not shown on the *Comprehensive Plan*, the arrangement shall provide for the extension of existing streets where appropriate;
 - C. The road system shall be designed to permit the safe, efficient, and orderly movement of traffic and should generally follow the guidelines of the latest South Carolina Department of Transportation Guidelines and any Federal Guidelines;
 - D. The road system for residential subdivisions shall be designed to serve the needs of the neighborhood;
 - E. Proposed streets, which are obviously in alignment with other existing and named streets, bear the assigned name of the existing street. Proposed street names and numbering shall be obtained through the Beaufort and/or Hampton County Office of Emergency Management;
 - F. Where a subdivision abuts or contains an existing or proposed major thoroughfare as designated on the *Comprehensive Plan*, the Town may require (except in planned residential, resort, or commercial developments where a central access road has been provided or is included in the Master Plan for such area) minor access, frontage streets, or other such treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic;
 - G. Cross Access: Street access to adjoining property may be required by the Community Development Director, Planning Commission, or Town Council during the development review process. Street stubs to adjoining areas shall be provided when required to give access to such areas or to provide for proper traffic circulation. Street stubs in excess of two hundred fifty (250) feet shall be provided with a temporary cul-de-sac turnaround. This temporary cul-de-sac shall meet the requirements as specified in Section 4.5.6. The developer of the adjoining area shall pay the cost of restoring the street to its original design cross section and extending the street;
 - H. The Community Development Director may require marginal access, frontage streets, or other such treatment as may be necessary for adequate protection of residential properties where a subdivision abuts or contains an



existing or proposed arterial, collector, or other major road. This requirement shall not apply in developments, such as a PUD, where a central access road has been provided;

- I. No fence, wall, tree, terrace, building, sign, shrubbery, hedge, other planting, structure, or object capable of obstructing driver vision will be allowed at intersections;
- J. While finished paving of private streets is encouraged, private streets may be constructed without finished paving; provided, however, that all private streets shall have shoulders, side slopes, and ditches prepared in conformance with the latest edition of the South Carolina Department of Transportation's *Access and Roadside Management Standards*;
- K. All costs involved in bringing road widths and/or rights-of-way to public street standards shall be borne by either the Developer, a Property Owners' Association, or affected property owners through the creation of a Special Tax District;
- L. All streets offered for public dedication shall be constructed and surfaced with finished paving in conformance with the latest edition of the South Carolina Department of Transportation's *Access and Roadside Management Standards*, but there is no requirement that the Town accepts title to any such streets; and
- M. All streets shall meet the standards set forth above, whether publicly owned and/or maintained or privately owned and/or maintained.

4.5.3 Street Hierarchy

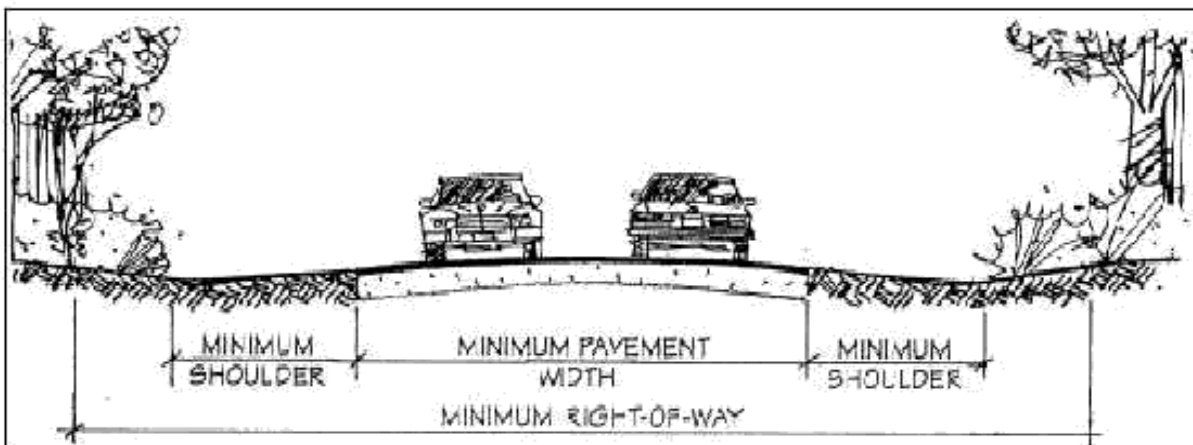
- A. Streets shall be classified in a street hierarchy system with design tailored to function.
- B. The street hierarchy shall be defined by road function and average daily traffic (ADT). Each street shall be classified and designed to meet or exceed the minimum standards for one (1) of the street types defined below.



4.5.4 Design Standards by Street Type

A. Street Standards: The following standards shall apply to all streets.

Street Type	Maximum ADT	Minimum Pavement Width	Minimum Shoulder Width	Minimum Right-of-Way
Lane	Fifty (50)	Twenty (20) feet	Four (4) feet	Thirty (30) feet
Cul-de-sac	Two hundred fifty (250)	Twenty (20) feet	Four (4) feet	Forty (40) feet
	Five hundred (500)	Twenty (20) feet	Eight (8) feet	Fifty (50) feet
Local Access	Two thousand (2,000)	Twenty-two (22) feet	Eight (8) feet	Fifty (50) feet
Sub-collector	Four thousand (4,000)	Twenty-four (24) feet	Eight (8) feet	Sixty (60) feet
Collector	Six thousand (6,000)	Twenty-four (24) feet	Ten (10) feet	Seventy (70) feet
Minor Arterial	Twenty-five thousand (25,000)	Twenty-four (24) feet	Ten (10) feet	Seventy (70) feet
Major Arterial	Fifty thousand (50,000)	Twenty-four (24) feet	Twelve (12) feet	One hundred twenty (120) feet

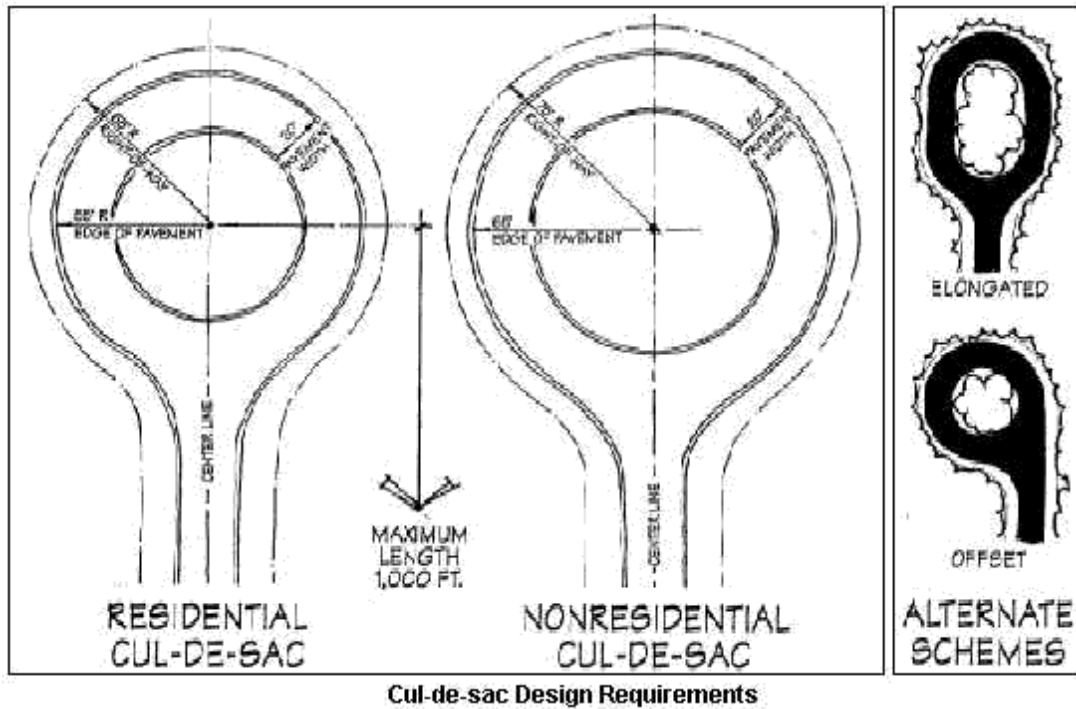


Street Standards



- B. Dead-End Streets: No dead-end streets shall be permitted, except those classified as a lane or cul-de-sac above.
 - C. Estimate of Average Daily Trips (ADT): If it is not possible to determine the maximum average daily trips to be served by a street at the time of street design due to uncertainty about the type or intensity of use to be served, then the Applicant shall estimate the probable uses, intensities, and probable ADT. If the Community Development Director determines that such estimates are unrealistic, (s)he shall state why and require more realistic estimates.
- 4.5.5 Right-of-Way: Right-of-way shall be measured from property line to property line and shall be sufficiently wide enough to contain the encompassing street elements of street pavement, shoulders, curbing, sidewalks, and median (if provided). In addition to a street, it may only contain utilities (including drainage), signs allowed by this Ordinance, and where applicable, pathways. The street elements required vary depending on intensity of development and street order. Minimum rights-of-way shall be provided as shown in Section 4.5.4.A.
- 4.5.6 Cul-de-Sacs
- A. Residential cul-de-sacs shall have a minimum right-of-way radius of sixty-five (65) feet and a minimum outside edge of pavement radius of fifty-five (55) feet.
 - B. Non-residential cul-de-sacs shall have a minimum right-of-way radius of seventy-five (75) feet and a minimum outside edge-of-pavement radius of sixty-five (65) feet.
 - C. A cul-de-sac shall have a minimum width of twenty (20) feet of unobstructed pavement.
 - D. The maximum length of a cul-de-sac shall be one thousand (1,000) feet.



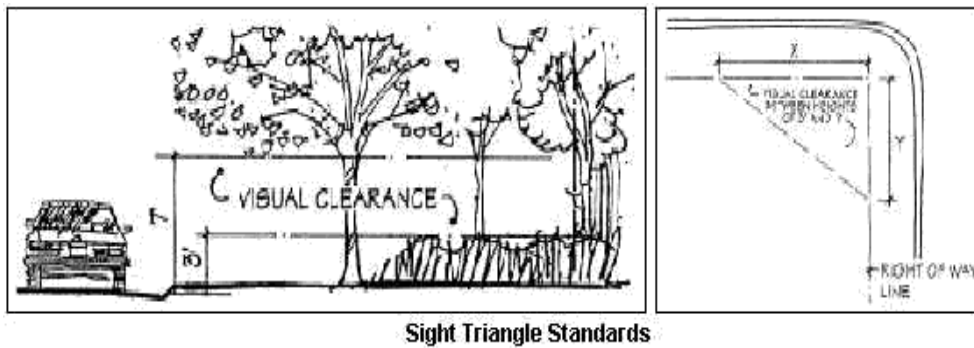


4.5.7 Street Intersections

- A. **Minimum Intersection Angle:** Street intersections shall be as nearly at right angles as practical, and in no case, shall be less than seventy-five (75) degrees.
- B. **Minimum Centerline Offset of Adjacent Intersections:** New intersections along one (1) side of an existing street shall coincide with and, if practical, be directly opposite any existing intersections on the opposite side of each street. For all streets, the use of "T" intersections in subdivisions is encouraged. To avoid corner cutting when inadequate offsets exist between adjacent intersections, offsets shall be at least one hundred twenty-five (25) feet between centerlines of intersecting streets.
- C. **Grade:** Intersections shall be designed with a relatively flat grade wherever practical. Maximum grade within intersections shall be five (5) percent, but within collectors and lower order streets shall be three (3) percent.



D. Sight Triangles

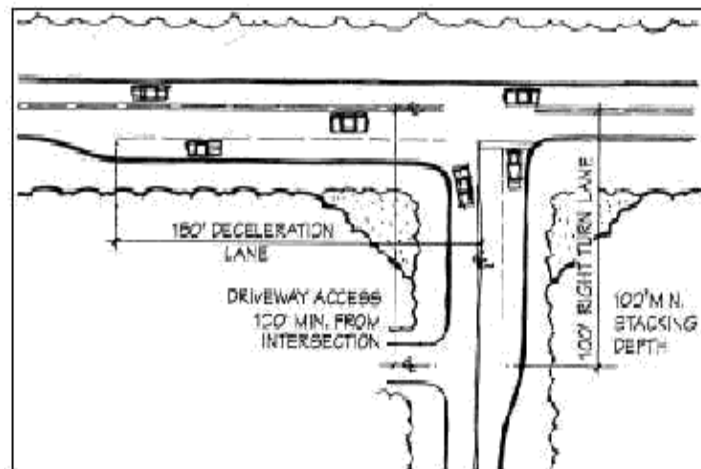


1. Sight triangle easements shall be required and shall include the area on each street corner that is bounded by the line which connects the sight or “connecting” points located on each of the right-of-way lines of the intersecting street.
2. No structure or plantings (at mature growth) that exceed three (3) feet in height above the street grade shall be permitted within the sight triangle. Exceptions are permitted for trees if the lower canopy of the trees allow a clear line of sight between three (3) feet and seven (7) feet above the street grade and the trunks of such trees are sufficiently spaced or are so located as to be unlikely to substantially interrupt the line of sight.
3. A public right-of-entry shall be reserved for the purpose of removing any object, material, or otherwise that obstructs the clear sight. The distances shown below between the connecting points and the intersection of the right-of-way lines shall be required.
4. Sight triangles shall have the dimensions shown in the following table.

Minimum Sign Distance (in feet)	Lane, Cul-de-sac, Local Access Street	Sub-Collector	Collector	Minor Arterial	Arterial
Lane, Cul-de-sac, Local Access Street	25/25	25/35	30/40	30/45	35/50
Sub-collector	35/25	35/35	40/40	40/45	45/50
Collector	40/30	40/40	40/40	45/45	50/50
Minor Arterial	45/30	45/40	45/45	45/45	50/50
Arterial	50/35	50/45	50/50	50/50	50/50



- E. Curbing: Curbing shall be required at the radials of intersections involving two (2) streets of sub-collector or higher order, unless the Community Development Director waives this requirement.
- F. Deceleration Lane and Right Turn Lane: Whenever an arterial or collector road intersects an arterial, the road having the right-of-way shall have a deceleration lane of at least one hundred fifty (150) feet, and the yielding road shall have a right-turn lane designed to allow stacking at least one hundred (100) feet in length. In any case, where neither road is obviously dominant, due to equal order hierarchy, signalization, or other similar factor, then both roads shall provide deceleration or right-turn lanes, as appropriate, of at least one hundred fifty (150) feet.



Deceleration Lane

- G. Stacking Depth: New development on major arterials shall provide a drive aisle of not less than one hundred (100) feet from the arterial, measured from edge of pavement to edge of pavement (including deceleration lanes), so as to provide adequate stacking room for vehicles entering the development. Such drive aisles shall be free of any functions that may impede vehicle travel.

4.5.8 Access to Streets

- A. A minimum distance of one thousand five hundred (1,500) feet shall be maintained between all access points along the Yemassee Highway Corridor Overlay District (HCOD) *See Zoning Ordinance*), including private driveways, roads, and public right-of-way. Spacing will be measured from the midpoint of each driveway. If the existence of jurisdictional wetlands precludes compliance with this provision, the Planning Commission shall have



discretion as to the placing of an alternative access point. However, no additional curb cuts on the subject parcel should result from having the alternative access point. This minimum distance applies with the following exceptions:

1. Access may be granted to a parcel of record existing at the time of adoption of the HCOD provided that the property owner demonstrates that (s)he has made significant but unsuccessful efforts to establish alternative access, including, but not limited to the following methods: joint access with adjoining properties, access from adjacent roads and the establishment of frontage roads; and
 - B. All Other Streets: Along the same side of all other streets no street, driveway, or other vehicle access point shall enter at a point nearer than one hundred (100) feet from the centerline of an existing or final approved street, driveway or other access point to the centerline of the proposed access.
 - C. Median Cuts: New median cuts on major arterials shall be at least one thousand (1,000) feet from existing or approved median cuts and shall have left-turn deceleration lanes in each direction at the median cut.
 - D. Frontage Required: All multi-family and non-residential development shall have frontage on and access directly onto a street meeting the standards in *Section 4.5.5*.
 - E. Waiver: For a lot of record which would be rendered unusable by the strict application of this Section or by demonstration that the access point is otherwise optimally located so as to provide acceptable turning radii, and minimize adverse impact, including turning movements and visual impact of "strip development" resulting from the less than minimum separation of access point from the roadway, relief may be requested in the form of a request for a waiver from the Community Development Director or Planning Commission, as appropriate, during the development review process.
- 4.5.9 Street Lighting: Lighting, if provided, shall comply with the standards recommended in the *IES Lighting Handbook (1981 or as revised)*, published by the Illuminating Society of North America, or other standards approved by the Community Development Director. All such lighting shall be hooded or directed, to the extent practical, to shield the light source from direct view from adjacent properties and streets. Development within the Yemassee Highway Corridor Overlay District (HCOD) shall also meet the lighting standards in *Section 5.15.11, Highway Corridor Overlay District, Lighting, in the Town of Yemassee Zoning Ordinance*.



4.5.10 Traffic Signs and Street Name Signs

- A. Traffic signs shall be provided at the Developer's expense, and their design and placement shall be as required by the State of South Carolina's *Standards and Criteria* or those of the Town of Yemassee.
- B. Street name signs, on private internal streets, shall be provided at the developer's expense. At least two (2) street name signs shall be placed at each four (4) way street intersection and one (1) at each "T" intersection. Signs shall be reflective or installed under light standards and should be consistent of a style appropriate to the Town, of a uniform size and color, and erected on street posts of the same height set in concrete as established by the Town Engineer.
- C. Private Street Sign Design: Deviation from the strict standards will be allowable when approved by the Community Development Director in consideration of neighborhood character or special signage. The Town shall consider private street sign design.

4.5.11 Reserved

4.5.12 Reserved

4.5.13 Street Furniture: Street furniture, which consists of the man-made elements of a streetscape generally associated with amenities for pedestrians, shall be placed where needed and not interfere with safe use of the sidewalk or roadway.

4.5.14 Street Design and Construction Standards: Subject to the Town Engineer's approval, the following standards shall apply:

A. Shoulders, Side Slopes, and Ditches

- 1. All streets offered for public dedication shall have shoulders, curbs, side slopes, ditches, or alternative storm drainage systems, prepared in conformance with the latest edition of the *Standard Specifications for Highway Construction*, South Carolina Department of Transportation.
- 2. Shoulders shall be properly compacted and backfilled to safe edge. Stabilized turf shoulders are not required, but are recommended where proper irrigation is available. If curbs are used, shoulders may not be required.



- B. Paving Streets for Public Dedication: All streets offered for public dedication shall be constructed and surfaced with finished paving in conformance with the latest edition of the South Carolina Department of Transportation's *Standard Specifications for Highway Construction*. Nothing contained herein shall obligate the Town to accept any offer to dedicate.
- C. Paving Private Streets: Private streets may be constructed without finished paving, provided that the finished surface and drainage system are approved by the Town Engineer.
- 4.5.15 Sidewalks, Pathways, and Bikeways: All new Planned Unit Development, major subdivision, or Highway Corridor Overlay District (HCOD) development must construct its portion of the Town's multi-modal transportation systems, unless an alternative system is approved by the Planning Commission. If a waiver to these provisions is granted by the Town, the owner/developer shall be required to contribute, in lieu of construction, an amount equal to the cost of construction of the required, sidewalk or bikeway for the Town to use in constructing or completing pedestrian/bikeway systems. Pathways and bikeways may be required at the Community Development Director's discretion, depending on the probable volume of use, in consideration of the site's location in relation to other populated areas, or its location with respect to an overall pathway and bikeway plan adopted by the Planning Commission. The following standards or substitutions, as well as the standards in *Section 4.5.14* approved by the Town Engineer or the Community Development Director, shall be followed:

A. Definitions

1. Bicycle: Every vehicle propelled solely by human power upon which any person may ride, having two (2) tandem wheels, except scooters and similar devices. The term "bicycle" for this publication also includes three (3) and four (4) wheeled human-powered vehicles, but not tricycles for children.
2. Bicycle Facilities: A general term denoting improvements and provisions made by public agencies to accommodate or encourage bicycling, including parking and storage facilities, and shared roadways not specifically designated for bicycle use.
3. Bicycle Lane or Bike Lane: A portion of a roadway, which has been designated by striping, signing, and pavement markings for the preferential or exclusive use of bicyclists.
4. Bicycle Path or Bike Path: See Pathway.



5. Bicycle Route System: A system of bikeways, designated by the jurisdiction having authority, with appropriate directional and informational route markers, with or without specific bicycle route numbers. Bike routes should establish a continuous routing, but may be a combination of any and all types of bikeways.
6. Bikeway: A generic term for any road, street, path, or way which in some manner is specifically designated for bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are to be shared with other transportation modes.
7. Shared Roadway: A roadway, which is open to both bicycle and motor vehicle travel. This may be an existing roadway, street with wide curb lanes, or road with paved shoulders.
8. Pathway: A bikeway physically separated from motorized vehicular traffic by an open space or barrier and either within the highway right-of-way or within an independent right-of-way. Shared use paths may also be used by pedestrians, skaters, wheelchair users, joggers, and other non-motorized users.

4.5.16 Pathway, Sidewalk, Pedestrian System, and Bikeway Standards: Bicycle and pedestrian ways shall include sidewalks, bikeways, and pedestrian paths. Except as provided below, bicycle and pedestrian ways may meander between the curb and right-of-way line where necessary to preserve topographical or natural features or to provide visual interest; provided a grassed or landscaped area at least three (3) feet wide is retained to separate the pathway from the adjacent curb.

- A. Pathways: Dimensions and construction specifications of bicycle paths shall be determined by the number and type of users and the location and purpose of the bicycle path. A minimum eight (8) foot paved width shall be provided for two (2) way bicycle traffic and a five (5) foot width for one (1) way traffic.
 1. Choice of surface materials, including bituminous mixes, concrete, gravel, soil, cement, stabilized earth, and wood planking, shall depend on use and users of the path, as approved by the Town Engineer, or the Mayor's designee.
 2. Gradients of bike paths should generally not exceed a grade of five (5) percent, except for short distances.



- B. Pathway Designation: Any bikeway and/or pathway shall be restricted as part of the site's common open space when on a residential site. On a non-residential property, a permanent easement shall be reserved and maintenance assigned to a specific entity. The improvements, in either case, may also be offered for public dedication.
- C. Sidewalks: Sidewalks are normally to be constructed adjacent to the street right-of-way line with a minimum separation between the sidewalk and the roadway of five (5) feet, unless a reduced width or different location is approved by the Community Development Director or Planning Commission. Where this separation is not possible within the right-of-way, every effort will be made to locate the sidewalk on an easement on private property or otherwise achieve the desired separation. If it is not possible to maintain the minimum separation, sidewalks may be constructed adjacent to a vertical curb. Other items, which conflict with the sidewalk location, such as utility structures, shall be relocated at the developer's expense.
1. Sidewalks may abut the curb where the available right-of-way is constrained, when approved as part of a Special District Plan, or where necessary to maintain continuity with previously constructed sidewalks on adjacent properties.
 2. Sidewalks may be required in areas not specifically noted, where necessary, to continue a walk on an existing street, to link areas, or to provide access to pedestrian generators located in close proximity.
 3. Commercial and residential sidewalks shall be a minimum of five (5) feet in width and residential sidewalks shall be a minimum of five (5) feet in width. All sidewalks shall be a minimum of four (4) inches in thickness, except where crossing driveways in which case the minimum thickness shall be six (6) inches and will have a six (6) inch by six (6) inch #10 W. W. F. (or equivalent) reinforcement.
 4. All public sidewalks or pedestrian systems within the Town shall be constructed at the expense of the owner of the real estate along which such system is constructed. The owners of real estate within the Town shall construct, at their own expense, good and substantial walkways along abutting rights-of-way and easements dedicated specifically for pedestrian walkways, which shall always be the width prescribed by the Town. Upon failure to do so, the Town shall notify them of such neglect, and if the failure is not corrected by the abutting property owner within thirty (30) days of receipt of written notice from the Town, then the Town shall have the work done by the Town at the expense of the owner of the



property, which expense shall constitute a lien on the lot and be enforced in the same manner as a mechanic's lien. The notice shall be in writing and specify the kind of pedestrian system to be built.

5. Requirements for sidewalks when required for new Planned Unit Development, major subdivisions, or Highway Corridor Overlay District (HCO) development are:
 - a. Arterial or Local Commercial Streets: Along the frontage of all properties abutting these streets;
 - b. Local Residential Streets: A connecting system of sidewalks on both side of each such street; and
 - c. Multi-Family Residential Streets: A connecting system of sidewalks on both sides of each such street and a sidewalk running from each building in the development to the street.
6. Sidewalks placed on both sides of the street shall not be required where one (1) or more of the following conditions exists, unless a lot has frontage on a road or road is classified as a collector, arterial, or local commercial street, or on a road which provides direct access to a public school, park, or other comparable public facility that is located within one (1) mile of the lot, to wit:
 - a. In subdivisions or developments where the minimum lot size is one and one half (1½) acres (65,340 square feet). In such subdivision or development, a pedestrian pathway system is still required;
 - b. In subdivisions or developments which are physically isolated by water, marsh, saltwater wetlands, or freshwater wetlands from other subdivisions or developments; and/or
 - c. In affordable housing projects where an alternate pedestrian pathway system is approved by the Planning Commission based on public access and inner connecting.

D. Bicycle Facilities

1. A bikeway providing for travel in two (2) directions shall be provided, if feasible along roadways which the Planning Commission, Town Council or Mayor or his designee determines, subject to review and approval of



the South Carolina Department of Transportation and the Town of Yemassee.

2. Bicycle facilities may also be required if a bicycle route system is addressed within an adopted plan, such as the *Comprehensive Plan*.
3. Bicycle lanes shall be constructed of the same materials and specifications as the adjacent street.
4. Bicycle-safe drainage grates shall be used in the construction of streets with bicycle lanes.

Bicycle facilities shall be designed to meet the standards of the current version of the American Association of State Highway and Transportation Official's *Guide for the Development of Bicycle Facilities*.

Section 4.6 Off-Street Parking

4.6.1 Off-Street Parking Requirements

There shall be provided at the time of the erection of any building or at the time any principal building is enlarged or increased in capacity by adding dwelling units, guest rooms, seats, or floor area or before conversion from one (1) type of use or occupancy to another, permanent off-street parking space in the amount specified by this Section. Such parking space may be provided in a parking garage or properly graded and improved space.

- A. If the off-street parking space required by this Article cannot be reasonably provided on the same lot on which the principal use is located, such space may be provided on any land within four hundred (400) feet of the principal use or by shuttle bus, walkways, or similarly convenient service or access to a more distant remote parking site.
- B. The required parking space for any number of separate uses may be combined in one (1). But the required space assigned to one (1) use may not be assigned to another use, except that one-half ($\frac{1}{2}$) of the parking space required for churches, theaters, or other uses may be assigned to a use which will be closed at night or on Sundays.
- C. All off-street parking in conjunction with development shall be designed to the criteria of the Beaufort and/or Hampton County Engineer. Parking areas shall be designed in such a manner as to completely eliminate the necessity of



utilizing any portion of adjacent street, road, or highway rights-of-way for maneuvering.

- D. The size of parking space for one (1) vehicle shall consist of a rectangular area having dimensions of not less than nine (9) feet by twenty (20) feet, plus adequate area for ingress and egress, other than handicapped, which shall conform to required standards.
- E. Tandem parking spaces shall not be allowed.
- F. In planned resort, residential, and commercial developments where a substantial number of visitors are presumed to arrive by public transportation, the parking spaces noted below will be required.
 - 1. Auditorium and Theater: 01 space for each spectator seat.
 - 2. Automobile Service: One (1) space for each vehicle stored or parked, plus one (1) space for each employee.
 - 3. Bank: One (1) space for each two hundred (200) square feet of gross floor space, plus one (1) space for each two (2) employees.
 - 4. Bus Terminal: One (1) space for each four (4) seats in the waiting room, plus one (1) space for each two (2) employees.
 - 5. Child Care Center: One (1) space for each adult attendant, plus two (2) off-street spaces for loading and unloading.
 - 6. Church: One (1) space for each six (6) seats in the main assembly room.
 - 7. Driving Range: One (1) space for each two (2) tees.
 - 8. Elementary School: One (1) space for each vehicle owned or operated by the school, plus two (2) spaces for each faculty member and administrative office.
 - 9. Fire Station: One (1) space for each employee and one (1) space for each three (3) volunteer personnel on a normal shift.
 - 10. Funeral Home: One (1) space for each four (4) seats in the chapel or parlor, plus one (1) space for each employee.



11. Golf Course: Four (4) spaces for each green, plus requirements for any other associated use, except in PUD.
12. Hospital: One (1) space for each six (6) patient beds, excluding bassinet, plus one (1) space for each medical staff member or visiting doctor, plus one (1) space for each four (4) employees.
13. Hotel/Motel: One (1) space for each room to be rented, plus one (1) additional parking space for each three (3) employees, plus requirements for any other use associated with the establishment.
14. Indoor and Outdoor Commercial Recreation: Adequate parking facilities for contemplated use. The required parking spaces for any multiple use area shall be either of the following:
 - a. Number of spaces required for such single use having the greatest parking needs, plus ten (10) percent of the combined required for all other uses in the area; or
 - b. Number of spaces shown to be necessary and reasonable by data submitted by the developer, whichever is less.
15. Industrial Manufacturing and Wholesale: One (1) space for each two (2) employees on the largest shift, plus one (1) space for each member of the managerial or office staff, plus one (1) visitor parking space for each ten (10) persons on the managerial staff, and one (1) space for each vehicle used directly in the conduct of the business.
16. Junior High School: One (1) space for each vehicle owned or operated by the school, plus three (3) spaces for each faculty member, plus one (1) space for each five (5) seats in the auditorium or gymnasium.
17. Mobile Home Park: Two (2) spaces for each mobile home.
18. Nursing Home: One (1) space for each five (5) beds intended for patient use, plus one (1) space for each shift employee.
19. Office and/or Professional: One (1) space for each two hundred (200) feet of gross floor space plus one (1) space for each two (2) employees.
20. Planned Shopping: Four (4) spaces for every one thousand (1,000) square feet of gross leasable floor area.



21. Public or Private Club: .02 spaces for each two hundred (200) square feet of gross floor space.
22. Public Utility: One (1) space for each employee.
23. Residential: One and one-half (1½) spaces per dwelling unit.
24. Restaurant: One (1) space for each three (3) seats, plus one (1) space for each two (2) employees.
25. Retail Business: Five (5) spaces for every one thousand (1,000) square feet of gross floor area, except as otherwise specified below.
26. Appliance and Furniture Store: Two (2) spaces per one thousand (1,000) square feet of gross floor area, plus one (1) space for each employee.
27. Automobile Dealership: One (1) space per one thousand (1,000) vehicle square feet of gross floor area, plus one (1) space for each employee.
28. Feed and Seed: Two (2) spaces per one thousand (1,000) square feet of gross area, plus one (1) space for each employee.
29. Building Supply: Three (3) spaces per one thousand (1,000) square feet of gross floor area, plus one (1) space for each employee.
30. Sales and Service: One (1) parking space for each two hundred (200) square feet of gross floor area, plus one (1) space for each two (2) employees.
31. Senior High School: One (1) space for each vehicle owned or operated by the school, plus seven (7) spaces for each faculty member, plus one (1) space for each administrative office, plus one (1) space for each four (4) students enrolled.
32. Stadium: One (1) space for each four (4) spectator seats.

A waiver of on-site parking spaces may be granted by the Town of Yemassee Planning Commission if required parking can be satisfied by the number of public parking spaces available along the lot line adjacent to the public street. The availability of parking shall be determined based on the accessibility of these parking areas to the proposed business activity as measured by distance and ease of pedestrian access, the amount of surplus parking over the current and projected demand for parking, and any other constraints that may affect the proposed

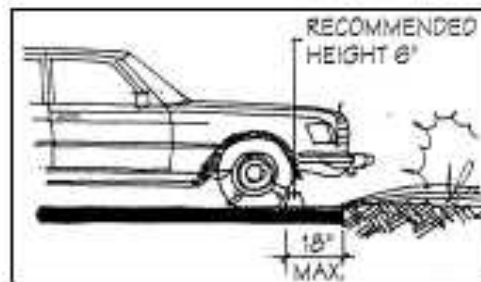


business activity's ability to benefit from the designated parking area. A waiver cannot be granted towards required on-site handicap parking spaces.

Section 4.6.2. Parking Area Design

- A. Access to parking facilities shall be designed so as not to obstruct free flow of traffic.
- B. There shall be adequate provision for ingress and egress to all parking spaces to insure ease of mobility, ample clearance, and safety of vehicles and pedestrians.
- C. In developments where vehicles may be expected to wait (including, but not limited to drive-through restaurants, banks, and gated parking facilities), adequate stacking space shall be required.
- D. The width of all driving aisles shall be in accordance with the requirements specified below unless a wider drive aisle is approved by the Community Development Director, or the Planning Commission to facilitate special vehicle requirements. Only one-way traffic shall be permitted in driving aisles serving parking spaces placed at an angle other than 90 degrees to the drive aisle unless the angle is placed so as to accommodate the direction of travel for each side of a two-way drive aisle.

Parking Angle	Minimum Driving Aisle Width
60 degrees	18 feet min. 22 feet max.
90 degrees	24 feet min. 30 feet max.
Driving Aisle without parking	20 feet min. 24 feet max.

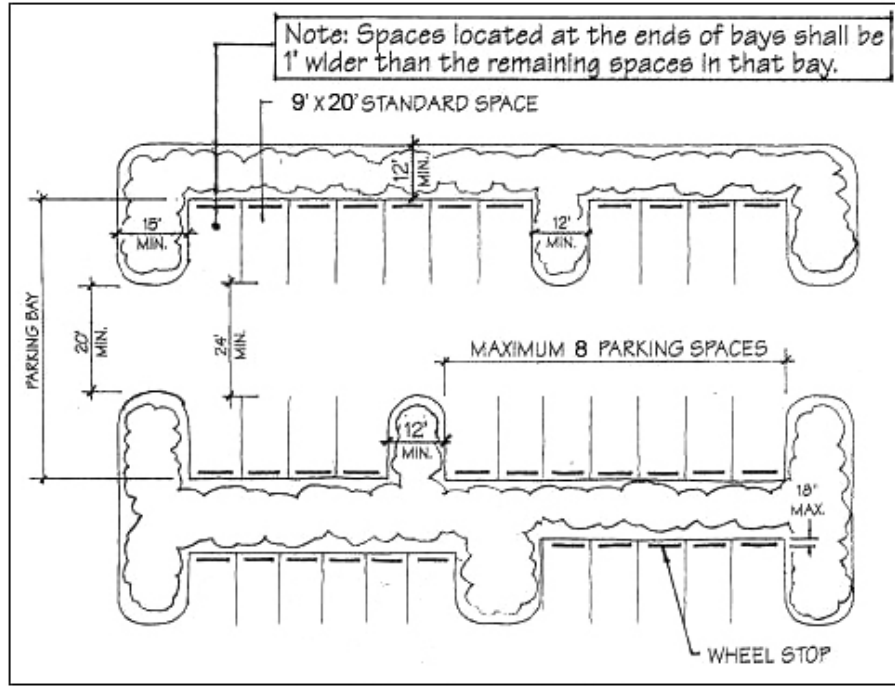


Wheel Stop Detail



- E. Wheel stops shall be provided in all parking facilities without curbing. The vehicle side of the wheel stop shall be no more than 18 inches from the end of the parking space. See illustration above.
- F. Where sidewalks occur in parking facilities, parked vehicles shall not overhang or extend over the sidewalk. In these parking facilities, wheel stops shall be provided even if the parking facility has curbing.
- G. Parking facilities shall contain appropriate plant material to minimize noise, glare, and other nuisances as well as to enhance the environment and ecology of the site and surrounding area. Existing trees and understory vegetation should be retained whenever possible, and supplemented with landscaping as appropriate.
- H. Each parking bay shall be separated from other parking bays by a median. Not more than eight (8) continuous parking spaces shall be allowed in a row of parking without separation by a median. All medians shall be at least twelve (12) feet wide unless specified otherwise. Shrubs and/or trees shall be installed in the median to provide for semi-continuous planting along the median. Shrubs shall be at least one (1) foot in height at installation and reasonably projected to grow at least two (2) feet in height within three (3) years. A median of at least fifteen (15) feet in width shall be provided at the ends of each parking bay. Each landscaped peninsula shall contain one (1) broad-leaved overstory tree with a minimum size of two and one half (2½) caliper inches at dbh and a minimum height of ten (10) feet. All medians/peninsulas shall contain appropriate plant material as identified in G. above. The Community Development Director or Planning Commission may allow modification of these provision in order to preserve trees and other native vegetation of for parking located under buildings.





Parking Area Design Standards

- I. All parking facility lighting shall conform to the standards noted in Section 5.15, Highway Corridor Overlay District, of the Town of Yemassee Zoning Ordinance.

Section 4.7 Off-Street Loading

4.7.1 Off-Street Loading Requirements

- A. Any industrial operation and wholesale building shall provide sufficient off-street space for the loading and unloading of vehicles. Loading berths and parking areas for waiting vehicles shall be designed in accordance with the needs of the proposed operations subject to the minimum standards indicated in the following schedule:

Square Feet of Gross Floor Areas in Structure	Number of Berths or Parking Spaces
0 - 25,000	1
25,001 - 40,000	2
40,001 - 100,000	3
100,001 - 160,000	4
160,001 - 240,000	5
240,001 - 320,000	6
320,001 - 400,000	7
Each 90,000 over 400,000	1



1. All retail uses and office buildings with a total floor area of twenty thousand (20,000) square feet shall have one (1) loading berth or parking space for each twenty thousand (20,000) square feet of floor area; and
2. Off-street loading areas shall be designed so that vehicles can maneuver for loading and unloading entirely within the property lines of the premises.

Section 4.8 Traffic Impact Analysis

- 4.8.1 Purpose: It is the purpose of this Article to guide development in accordance with the existing and future needs of the Town of Yemassee and in order to protect, promote and improve the public health, safety, convenience, order, appearance, prosperity and general welfare of the citizens of the Town, as these issues apply to the provisions of this Article.
- 4.8.2 Intent: The regulations of this Article are designed to:
- A. Enable the Town to conduct an appropriate review and evaluation of the traffic impact of the proposed developments, so that new development does not impair the Town's ability and obligation to provide adequate road facilities to all its citizens, and to prescribe necessary project-specific mitigation measures as outlined in professionally prepared traffic impact analysis plans;
 - B. Enable the Town to address the relationships between land use and the transportation system. The purpose of the Traffic Impact Analysis plan, hereinafter referred to as "TIA", is to identify and quantify transportation related impacts to the public transportation system, and to identify measures to mitigate such traffic impacts; and
 - C. Establish uniform procedures for traffic impact analysis.
- 4.8.3 Applicability: The traffic impact analysis plan guidelines shall apply to all land within the Town of Yemassee, except for that specifically exempted below. It is the responsibility of the applicant to submit all data required by the Town necessary for the TIA report.
- 4.8.4 Exemptions: The following types of development shall be exempt from the traffic impact analysis plan and mitigation requirements and procedures of this part:



- A. Activities and uses not constituting development, or exempt from development plan approval, as defined in Article I.
- B. Town Planned Unit Developments with approved development agreements will be subject to traffic mitigation, including turn lanes, traffic signals and traffic impact analysis based on the terms of the Approved Development Agreements and Zoning Regulations.
- C. Any development that would generate fewer than 50 a.m. or 50 p.m. peak hour trips. Trip generation rates shall be taken from the most current edition of the Institute of Transportation Engineers' Trip Generation Manual (ITE Manual), provided, however, that an applicant may elect to perform, at his own expense, a trip generation study which may be submitted to the Community Development Department of the Town Planning Commission in determining this alternative. Such trip generation study shall be undertaken by a qualified traffic-engineering firm (see Section 4.8.6.1), and is subject to a review and approval by the Town through the Town's development process. The Community Development Director shall determine the most appropriate trip generation rate for proposed uses not specifically listed in the ITE Manual. Input from the applicant may be necessary in making this decision.
 - 1. If the proposed development will be replacing on the same site a vacant or occupied structure, then for the purpose of determining exemptions, the number of ADT, a.m. and p.m. peak hour trips generated by the proposed land use shall be reduced by the number of ADT, a.m. and p.m. peak hour trips generated by the most recent legally established land use.
 - 2. Proof of the most recent principal land use of a site shall be the responsibility of the applicant and shall be submitted to the Community Development Department for approval. Absent such proof, the ADT, a.m. and p.m. peak hour trip rate will be based on the lowest trip generation of all the uses permitted by right in the site's zoning district.
- D. Any residential development generating less than 200 Average Daily Trips in which at least twenty (20%) percent of its units will qualify as affordable housing as defined for Beaufort and/or Hampton County.

4.8.5 Traffic Impact Analysis Plan Approval Required: No development plan approval, with or without conditions or modifications, shall be granted without



the applicant for development plan approval first obtaining traffic impact analysis plan approval, unless the development is exempt subject to Section 4.8.4 above

4.8.6 Traffic Impact Analysis Plan Requirements:

4.8.6.1 Plan Preparation

- A. Responsibility. Applicants shall be responsible for preparing the complete Traffic Impact Analysis plan (TIA). The expense of preparing the TIA shall be borne solely by the applicant. If the Town determines that a Town Transportation consultant needs to review a TIA, the cost of this review shall also be borne solely by the applicant.
- B. All TIA's shall be prepared, signed and sealed by a professional engineer with a specialty in traffic and transportation and who is registered in South Carolina.
- C. Submittal Requirements. Three (3) copies of each TIA shall be submitted to the Community Development Department simultaneously and as part of the plan submittal package to the Town.
- D. Traffic Impact Plan Parameters. Prior to beginning the traffic impact analysis plan, the applicant shall submit the following to the Town:
 - 1. A written narrative describing the proposed land use(s), size and projected opening date of the project and any phases. The narrative must also identify the Beaufort and/or Hampton County Tax Map and Parcel numbers to be occupied by the proposed development;
 - 2. A site location map;
 - 3. A proposed site plan showing the location of the proposed development on the site and all points of access to public or private roads or any other development; and
 - 4. Based on this information, along with the ITE Trip Generation manual and available information on land use, travel patterns and traffic conditions, the applicant will schedule and attend a methodology meeting with the Community Development Director to determine the parameters to be followed in the study including the study area definition, directional split of driveway traffic, trip distribution, background traffic growth rate, previously approved but not completed projects and the intersections to be analyzed along with any current intersection turning movements counts if available, and an identification of other primary assumptions. At



the methodology meeting, the Town may require that other existing conditions, such as roadway widths and right-of-way, signal locations, and existing roadway capacity conditions be included in the TIA. A review of needs for transit, bicycle and pedestrian features shall be discussed for inclusion in the traffic impact analysis.

- 4.8.6.2 Plan Contents: An acceptable traffic impact analysis shall include an accurate representation of the following elements. All phases of a development are subject to review; however, a traffic impact analysis plan shall be applicable to the phase of development under immediate review:
- A. Transit, Bicycle and Pedestrian Features. A review of needs for transit, bicycle and pedestrian features shall be included, where appropriate, as determined at the methodology meeting.
 - B. A current site plan or subdivision plat identifying all access to and from existing or proposed streets and intersections. In addition, a vicinity map shall be provided.
 - C. Description of the existing and proposed site land-uses, including the type of proposed land use, the number of residential units by type, the number of existing and proposed lots, the type of proposed non-residential development and the amount of such development measured by gross floor area or other appropriate unit of measure, the general size and type of accessory development or facilities, and, for non-residential development, adequate information to identify the appropriate land use category for trip generation.
 - D. Existing and proposed access including cross-access, cross-access easements with adjacent properties, adjacent access points and access across the street, frontage roads, etc.
 - E. Development schedule (build out period and phasing).
 - F. Existing Conditions. Traffic count data that is collected for the TIA will be included in an appendix to the TIA report. The Town may require at the methodology meeting, that other existing conditions, such as roadway widths and right-of-way, signal locations, and existing roadway capacity conditions be included in the TIA.
 - G. Projected vehicular trips to and from the completed development during the a.m. and p.m. peak hour. Average Daily Trips (ADT's) shall also be included. Trip rates shall be taken from the ITE Manual, provided, however, that an applicant may elect to perform, at his own expense, a trip generation study which may be submitted as part of the traffic impact



analysis plan. Such trip generation study shall be subject to the review and verification of the Town through its development process. For proposed uses not specifically listed in the ITE Manual, and for which a trip generation study has not been performed, the Community Development Director shall determine, in consultation with the applicant's traffic engineer, the most appropriate trip generation rate. The Community Development Director shall make the determination of the appropriate trip generation rate, from whatever source. All assumptions, including the source of information, regarding trip generation, internal capture rates and passer-by rates shall be identified and justified.

- H. Development traffic assignment to the roadway network. The Town, through its development process, may require the use of a transportation model, if appropriate, in the determination of site trip distribution and assignment. Typically, the model will be used for large projects with long build out periods, or where major network or land use changes are anticipated.
- I. A written narrative setting forth the assumptions upon which any projection, made in developing the traffic impact analysis plan required under this part, is based. If the assumptions are derived from the ITE Manual, the materials shall be identified. If the assumptions are not from the ITE Manual, appropriate excerpts will be included in the study and the reasoning underlying the assumptions shall be stated in the narrative.
- J. The traffic impact analysis plan shall be based on intersection analysis procedures for signalized intersections as identified the *Transportation Research Board's 1997 Highway Capacity Manual Special Report 209* and/or last update thereof and utilize analyses/computer software which emulates these procedures and is acceptable to the Community Development Director.
- K. The TIA study area will include the following:
 - 1. Any intersection that serves as a development's point of access. This will include intersections of public and private roads with any arterials or collectors, as well as driveways offering direct access;
 - 2. The first major intersection identified by the Community Development Director on either side of the Development's primary point of access;
 - 3. Other intersections, including all signalized intersections, with existing or future signals, on arterials or collectors if within one (1) road mile of the development's primary point of access and when in the opinion of the Community Development Director there is a



potential for a significant impact to the intersections' level of service from site related traffic;

4. Intersection needs at all development's access intersections shall be determined. This operational evaluation shall include on-site circulation as it may affect access; on-site and off-site turn lanes, and required storage, potential for signalization and review of sight distance and other intersection safety aspects. Usage of joint access driveways and frontage roads are encouraged to reduce the total number of connections to a roadway network. On-site traffic circulation shall be reviewed and recommendations made regarding on-site and pavement marking; and
 5. A list of all roadway improvements, as well as planned improvements, which are not yet funded. The list shall identify the type, location, timing and responsible agency of each roadway improvement project.
- L. The plan must include the results of an analysis of the operating conditions of critical intersections and/or all intersections identified in 4.8.6.2.J, relative to the quantitative criteria for different levels of service provided in the Highway Capacity Manual. The analysis shall reflect existing and projected condition of these intersections and movements, based on the scheduled opening date of the development. Other phases of the development if they can be reasonably determined shall be considered as well.
- M. Mitigation Plan. A reduction in existing intersection level of service standards makes the proposed development a candidate for mitigation. All proposed mitigation measures must meet guidelines established by the Town of Yemassee through its development review process and the South Carolina Department of Transportation (SCDOT), where applicable, and be submitted to the SCDOT District Office for approval.

4.8.6.3 Action on Traffic Impact Analysis Plan: Following review of the required traffic impact analysis plan, the Community Development Director shall recommend and/or approve through the development process, one of the following actions; which shall be accompanied by findings of fact supporting the action:

- A. Approve the traffic impact analysis plan as submitted by the applicant;
- B. Approve the traffic impact analysis plan with conditions or modifications;



C. Approve the traffic impact analysis plan with an acceptable traffic mitigation program.

4.8.6.4 Expiration of Approval: A traffic impact analysis plan approval shall expire after one year unless the applicant submits a complete development plan review application within one (1) year of the approval date of the traffic impact analysis plan.

4.8.6.5 Timing of Implementation: If a traffic mitigation program is part of an approved traffic impact analysis plan, all approved traffic mitigation improvements must be implemented prior to receipt of a *Certificate of Compliance* or unless otherwise provided for as part of the approved traffic impact analysis plan. Traffic mitigation improvements may be bonded. This requirement may arise if the timing of the improvements needs to be synchronized with other scheduled improvements in the area.

4.8.6.6 Responsibility for Costs of Improvement; Reimbursement: The costs of implementation of an approved mitigation program shall be the responsibility of the applicant. If an applicant is required to provide an improvement that would otherwise be funded by Beaufort and/or Hampton County transportation impact fees, a transportation impact fee credit may be available from Beaufort and/or Hampton County as provided for under the Beaufort and/or Hampton County impact Fee Procedures Ordinance.

Section 4.9 Lot Design

4.9.1 The Developer shall demonstrate through design and the use of private property restrictions and covenants adequate attention to the following aspects of lot design:

- A. Lot size, width, depth, shape, grade, and orientation to streets;
- B. Relationship of residential lots to adjoining non-residential development, existing or proposed;
- C. Building setback lines, front, side, and rear;
- D. Separation of residential lots from major thoroughfares and railroads and other possible incompatible land uses;
- E. Separation and proper screening of non-residential development from adjacent existing residential development. Suitable natural or commercial



grade materials of sufficient height shall be used in the construction of the required buffers; and

- F. For any subdivision of ten (10) or more lots, on ten (10) or more acres, or any institutional, industrial, or commercial development of ten (10) or more acres, designers who generate plats with computer-aided drafting procedures are requested to provide Beaufort and/or Hampton County with an electronic file copy to assist in maintenance of the County's Geographical Information Mapping System (GIS) used for Emergency 911, planning, engineering, and other activities.

Section 4.10 Infrastructure and Services

4.10.1 All development shall be provided with minimum services in conformance with the provisions of this Section. The property owner or Developer, his agents or his assignees shall assume responsibility for the provision of basic services within the proposed development. The requirement of services as a prerequisite for development does not in any way obligate the Town Council or its departments or agents to furnish such services.

- A. No development shall be undertaken if provision has not been made for the following basic services:
 - 1. Power supply, normally electric;
 - 2. Potable water supply of sufficient quantity to satisfy domestic needs;
 - 3. Water supply of acceptable quality and sufficient quantity to satisfy commercial and industrial demand;
 - 4. Means for treatment and disposal of domestic sewage and other liquid waste;
 - 5. Means for collection and disposal of solid wastes except for single-family residential subdivisions;
 - 6. Vehicle access to existing streets or highways; and
 - 7. All driveways shall be paved from the property line to the edge of pavement, except for private dirt roads.
- B. No development shall be undertaken, except in conformance with all applicable standards, regulations, specifications, and permitting procedures



established by any duly authorized governmental body or its authorized agents, for the purpose of regulating utilities and services. It shall be the responsibility of the Developer to show that the development is in conformance with all standards, regulations, specifications, and permitting procedures.

- C. No development shall be undertaken unless adequate easements are provided to accommodate all required or planned utilities and drainage. The Developer shall also demonstrate that adequate provisions have been made for access to and maintenance of all easements.
- D. Where there are existing public or private community water and/or sewer systems within one thousand (1,000) feet of a proposed development, the Developer must show evidence that he has explored the possibility of tying into existing systems.
- E. All electrical, telephone, and gas utility lines in a development shall be installed according to plans and specifications approved by the respective utility companies providing such service. In addition, all such utility lines shall be installed underground unless it is determined that a variance to allow for overhead facilities is warranted due to exigencies of construction, undue and unreasonable hardship, or other conditions unique to the development.

Section 4.11 Property Markers

At all corners there shall be placed a concrete or other permanent marker of the type commonly used in the area. Concrete control monuments shall be placed on the lot property lines intersection with the road right-of-way lines as shown on a site-specific basis determined during the plan review process.

Section 4.12 Stormwater

All development will contain adequately designed stormwater management systems in accordance with the *Beaufort and/or Hampton County Stormwater Management Best Management Practices* in use at the time of development and implement necessary maintenance programs for the system, as necessary. Stormwater Management Plans will be reviewed by the Town's designated engineer prior to development approval.



Section 4.13 Certified Plans

All Design, Grading, Drainage, and Construction Plans for roads and for site-related projects shall be prepared and certified by either an Engineer, Landscape Architect, or both where appropriate under State Law, who are registered for practice in South Carolina. However, all Design, Grading, Drainage, and Construction Plans for sanitary sewage systems, potable water systems, and other principal engineering systems, features, or structures shall be prepared and certified only by an Engineer who is registered for practice in South Carolina.

Section 4.14 Native Vegetation and Tree Protection Ordinance

4.14.1 Purpose and Intent

This ordinance is enacted to provide policies and procedures for the preservation, maintenance, replacement, and removal of native vegetation and trees on property within the Town of Yemassee.

To preserve and enhance the natural history and character of Yemassee, emphasis shall be placed on preserving natural plant communities which play a critical role in the following:

- Purifying air and water;
- Providing wildlife habitat;
- Managing the natural drainage of stormwater;
- Controlling sediment erosion;
- Protecting and enhancing property values;
- Promoting commerce and tourism;
- Conserving energy by providing ambient cooling; and
- Mitigating the effects of externalities such as noise and glare.

4.14.2 Applicability

The provision of this Ordinance shall apply in all areas of the Town except those areas of the Town which are zoned as Single Family and General Residential; provided however this Ordinance shall apply to Single Family and General Residential Zoning districts to the extent parts of those districts are subject to the Olde Towne District and the Highway Corridor Overlay District.



4.14.3 Prohibited Activities

No person, firm, organization, society, association or corporation, or any agent or representative thereof, shall directly or indirectly destroy or remove any tree, except as authorized under the provisions of this chapter.

4.14.4 Site Design and Development Standards

For any proposed development, site planning and design shall be undertaken with the final placement of buildings, structures, roads, utilities, and other features minimizing the removal of existing trees. The following items shall be submitted with all applicable development plans:

1. A tree survey in accordance with Section 4.14.4.1 of this Ordinance;
2. A tree protection plan in accordance with Section 4.14.4.2 of this Ordinance; and
3. A mitigation plan in accordance with Section 4.14.4.3.A of this Ordinance.

4.14.4.1 Tree Survey Requirements

Tree surveys shall be prepared and sealed by a registered land surveyor within two (2) years of the development plan submittal date. The survey shall be at the same scale as the development plan and include the following information within the area to be modified from its natural state and seventy-five (75) feet beyond in each direction or to the property lines, whichever is less:

1. The location of all hardwood trees and naturalized pines six (6") inches DBH and greater;
2. The location of the following trees four (4") inches DBH and greater: Red Bay, Loblolly Bay, Longleaf Pine, Bluff Oak, American Elm, American Beech, and Spruce Pine;
3. The species and DBH of all hardwood trees and naturalized pines;
4. The location of contour lines at one-foot intervals; and
5. The location of all waterways, wetlands, and buffers.
In addition to the above information, the following shall be required:



6. For major residential subdivisions and commercial properties; the location of hardwood trees and naturalized pines twenty (20") inches and greater within the project area or proposed phase of construction.
7. In silviculture areas an aerial photograph of the property to include a boundary survey, the number of planted pines per acre, and the average size of planted pines per acre.

4.14.4.2 Tree Protection Plan Requirements

The following shall be addressed on all site development plans:

1. Denotation of all trees 20" DBH and less proposed for removal with "X";
2. Denotation of all trees 20" DBH and greater proposed for removal with "X";
3. Denotation of all trees proposed for preservation in accordance with Section 4.14.3.3 of this Ordinance; and
4. Denotation and specifications of retaining walls and other structures required to preserve existing trees.

4.14.4.3 Mitigation of Trees Approved for Removal

A. Mitigation Plan for Development Plans

1. Development plans shall include a mitigation plan for replacement of trees and vegetation approved for removal. A mitigation plan shall include the following:
 - a) The species, size, location, and number of trees proposed for removal;
 - b) The number of trees required for replacement, calculated as follows:
 - i. Existing hardwoods and naturalized pines: refer to Table 2, Indigenous Trees of Yemassee included in this ordinance, any trees identified in the Town of Yemassee Zoning Ordinance, or as determined by the Planning Commission and multiply the appropriate factor unit below by the total DBH of each species removed;

Table 1. Tree Unit Factors



Category	Unit Factor
Large Trees - N	1
Large Trees	.5
Medium Trees - N	.75
Medium Trees	.25
Small Trees	.25
Palms and Cycads - N	.5

- ii. Silviculture areas: factor one tree per twenty-five (25) trees removed. The selection of species for replacement shall be Longleaf, Loblolly, Slash, Pond, and Spruce Pine where appropriate.
 - iii. A minimum of 900 Adjusted Caliper Inches (ACI) of trees shall remain per acre of pervious area.
 - c) The selection of replacement trees shall be based on similar species and in accordance with Section 14.15.3 Indigenous Trees of Yemassee, of the Town of Yemassee Landscape Ordinance or the Planning Commission; and
 - d) The size and location of replacement trees in accordance with Section 14.15.7 of the Town of Yemassee Landscape Ordinance or the Planning Commission.
- 2. In order to promote diversity, no more than fifteen (15%) percent of the replacement trees shall be of the same species;
 - 3. A tree survival and maintenance bond shall be executed on all landscaping in accordance with the Town of Yemassee Zoning Ordinance or as specified by the Planning Commission;
 - 4. Where the Community Development Director determines that a site can not sustainably support the required replacement, due to the size and shape and/or structures and/or other viable site constraints, a fee shall be paid to the Town of Yemassee Tree Fund. This fee shall be the actual and verified cost of the required tree replacement and shall be submitted prior to the issuance of a Certificate of Occupancy; and
 - 5. If a property owner has preserved extensive overstory trees and clusters of native trees and vegetation, and these trees and clusters are located throughout the property in such a manner as to provide



extensive shading within the built environment, relief of the above replacement standards may be granted by Planning Commission. An exhibit depicting the aforementioned shall be drafted by a registered landscape architect using software that calculates the canopy spread based on DBH and species of a tree.

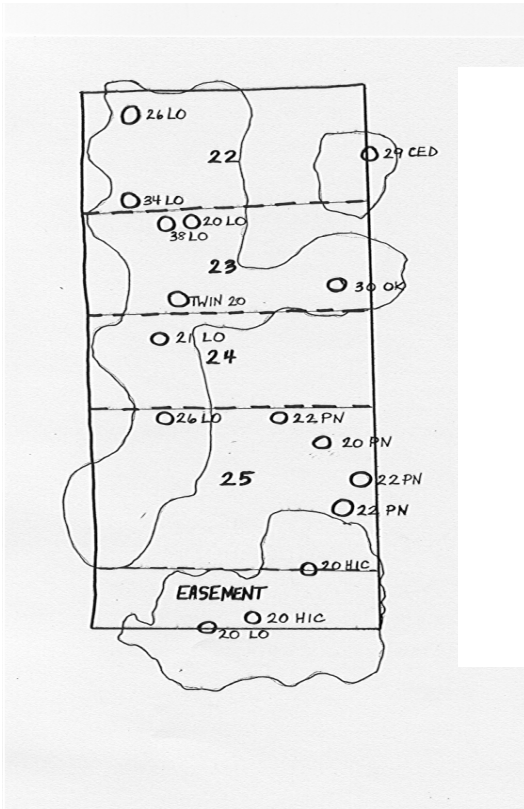


Diagram 1: Illustration of Extensive Shading

- A. Average Lot Size = 1/6 acre
- B. Limits of shading covers a one- third minimum area on each lot.
- C. Includes Understory Vegetation

B. Mitigation of Dead, Infested, Diseased, or Hazardous Trees

Trees located on any property listed below that are dead, infested, diseased, or hazardous and compromised by natural causes shall be replaced with one 2.5" caliper tree of the same species. The Community Development Director may alter the species removed if the property exhibits a number of similar healthy specimens. Any plantings shall be installed during the next appropriate planting season, September through June. Property owners facing a financial hardship with the provisions of this section may write a letter requesting assistance from the Town of Yemassee. The Town Manager, or the Mayor's designee shall review each situation and make a determination. Funds to support applicable cases shall be allocated from the Tree Fund.



1. Non-residential properties and/or any property with a non-residential element;
2. Any common areas within residential subdivisions;
3. Any properties within the Highway Corridor Overlay District as defined in the Town of Yemassee Zoning Ordinance;
4. Any properties within the Historic Preservation Overlay District as defined in the Town of Yemassee Zoning Ordinance; and
5. Any properties within the River Protection Overlay District as defined in the Town of Yemassee Zoning Ordinance.

4.14.5 Site Design Elements

The following elements present a hierarchy to assist in the design of site plans:

1. Should a site contain a Historic Tree(s), the highest site design priority shall be implemented to preserve the historic tree(s);
2. For those properties not containing a Historic Tree(s), site design priority shall be given to the preservation of Grand Trees and clusters or groupings of smaller native trees (20" DBH and below) and existing vegetation. The removal of a Grand Tree is only permitted when, upon the determination of the Community Development Director, Historic Preservation Commission, and/or Planning Commission, the property owner provides proof in writing that all design alternatives have been explored and the removal cannot be avoided;
3. At the time of post development, all sites must contain a sufficient number of trees to insure a minimum of thirty (30) existing trees per disturbed acre or fifteen (15) existing trees ten (10") inches DBH and greater, per disturbed acre; and
4. Acknowledgment shall be given for clustering of trees and native vegetation when the locations of such provide shading throughout a property in accordance with Section 4.14.4.3.A.3 of this Ordinance.

4.14.6 Establishing Tree Protection During Construction



The following standards shall be stated on all approved development plans and shall apply to trees, natural areas, and/or buffers proposed for preservation on a construction site.

A. Tree and Root Protection Zone

To protect the critical root zones, a Tree Protection Area (TPA) shall be established around each tree or group of trees to be retained, described as follows:

1. The TPA shall not include less than the total area beneath the tree canopy as defined by the drip line of the tree or group of trees collectively;
2. Project site utility and grading plans shall avoid disturbance in the TPA. Trenching shall not be permitted within the TPA, unless prior approval is received from the Community Development Director;
3. Construction site activities, including but not limited to parking, materials storage, concrete washout, and/or burnhole placement, shall not be allowed within the TPA;
4. Root disturbance due to cuts or fill shall not be allowed within the TPA. All exposed roots one (1) inch and greater in diameter at the edge of the TPA shall be pruned with a clean cut flush to the soil grade;
5. Soil compaction shall not be allowed within TPA. Erosion and sedimentation control measures shall be installed in a manner designed to prevent the accumulation of sediment within the TPA; and
6. In the event a tree is injured during construction activity, the wound shall be cut back to the bark leaving a smooth edge around the wound. If the tree receives a lethal injury, then a fine and replacement shall be required.

B. Protective Barriers

Protection barriers shall be installed as shown on the plans or otherwise completely surrounding the area to be protected as follows:

1. All protection barriers shall be installed and inspected by the Community Development Director prior to the land disturbance and construction process. The protective barrier shall not be removed until final landscaping is installed; and



2. Protection fencing shall consist of chain link, orange laminated plastic, wooden post and two-rail fencing, or other equivalent, visible restraining material.

C. Signage

Signs shall be posted that state “preservation area” in addition to the required protection fencing. Both English and Spanish translations shall be present on each sign. The Community Development Director shall issue an appropriate number of signs with the development permit. Signs requesting subcontractor cooperation and compliance with these protection standards are recommended for site entrances.

D. Pruning

Pruning of tree limbs to provide clearance for equipment and materials or for any other reason shall be done in accordance with the latest *International Society of Arboriculture Standards* and in accordance with the standards provided within.

E. Encroachment

If encroachment into a protection area occurs which causes irreparable damage to one or more trees, based on the assessment of a certified arborist the damaged tree(s) shall be replaced according to the violation table included in this ordinance, Section 4.14.10 Violations and Penalties.

4.14.7 Tree Maintenance for Public Protected Trees

A. Pruning and Trimming

All trees designated for trimming shall be trimmed in accordance with the *International Society of Arboriculture Standards* and the following standards:

1. Trees trimmed for clearance from utility lines may be trimmed in such a manner as to provide clearance from lines for a designated period of time or cycle, not to exceed two (2) years. In all cases where conditions permit, drop crotch or side trimming methods shall be used to obtain necessary clearance. Topping is prohibited. The individual or business trimming the tree is responsible for the disposal of wood residue and trimmed parts of the tree to include chips, logs, and limbs;
2. Whenever trimming harms the visual shape of the tree, additional trimming shall be performed to achieve satisfactory shape and appearance. Where possible, all cuts shall be flush with the trunk of the tree, in order to eliminate



excessive sprouts and unsightly stubs. All cuts shall be made in a manner that prevents rips to the bark; and

3. Thinning and pruning of a mature tree that exceeds more than thirty (30) percent of the leaf surface, on both the lateral branch and the overall foliage that is pruned within a growing season, is prohibited. Limbing up shall be allowed to provide views of scenic resources.

4.14.8 Silviculture and Selective Thinning

Only properties twenty (20) acres and larger may conduct silviculture and selective thinning of Loblolly or Slash Pine. This activity shall comply with the following:

1. An application for a Silviculture Permit shall be submitted to the Town. The application shall include a plan signed by a Registered Forester and include the following:
 - a. A boundary survey of the property indicating the area to be harvested;
 - b. The size, number, and species of existing trees per acre; and
 - c. Tree protection and silt fencing devices for preservation of hardwoods and buffer areas in accordance with Section 4.14.5 of this Ordinance;
2. The silviculture activity shall be in compliance with the latest South Carolina Best Management Practices Manual for Forestry;
3. All sites shall retain a sufficient number of trees to insure a minimum of thirty (30) existing trees per harvested acre or fifteen (15) existing trees ten (10") inches DBH and greater, per harvested acre; and
4. No development is to take place on a parcel that has been clear-cut within two (2) years of cutting, unless the property owner has completed a replanting plan in compliance with this Section, 4.14.8.3.



4.14.9 Wildlife Management

For properties where forestry management practices are utilized for wildlife enhancement and creation of unique, rare habitat to attract endangered species, the owner may request relief from Section 4.14.8. Relief shall be granted on a case-by-case basis when documentation such as a South Carolina DNR and/or US Fish and Wildlife endorsed wildlife management plan is submitted to the Community Development Department.

4.14.10 Tree Removal Permits

- A. Where applicable, a Town tree removal permit shall be issued to remove any tree six (6") inches DBH and greater, and/or any of the following four (4") inches DBH and greater: Red Bay, Loblolly Bay, Longleaf Pine, Pond Pine, Pond Cypress, Bald Cypress, Basswood, Red Mulberry, Beech, Ironwood, Hop Hornbeam, Tulip Poplar, Swamp Cottonwood, Swamp Chestnut, American Elm, Spruce Pine, Swamp Tupelo, Ogeechee Lime, Hawthorn, Devilwood;
- B. Tree removal permit applications shall be submitted to the Community Development Department, or the Mayor, or his designee, no less than two business days prior to the work to be performed;
- C. Permits expire thirty (30) days after date of issuance and shall be null and void if its terms are violated;
- D. If replacement trees are required according to the conditions in this Ordinance, the property owner shall have ninety (90) calendar days or until the next suitable planting season, September thru May, to install the appropriate specimen;
- E. For dead, diseased, infested, or hazardous trees, written justification signed by a certified arborist may be required. The additional justification shall be required upon determination by the Community Development Director; and



4.14.10 Natural Emergency

In case of emergencies the requirements for a Tree Removal Permit shall be waived so that the requirements of this chapter would in no way hinder private or public work to recover from natural hazards or disasters and restore function to property within the Town of Yemassee.

4.14.11 Violations and Penalties

Property in violation of this Ordinance shall be subject to a stop work order and/or fines and penalties until such time as the Town determines remedial actions have been satisfied as follows:

- A. Where trees have been removed in violation of this Ordinance, the Town shall require mitigation in one or more options in accordance with Table 2. Tree Replacement and Fines for Violations:
1. Plant replacement trees on site; and/or
 2. Plant replacement trees on Town Mitigation Sites; and/or
 3. Pay a fine to the Town of Yemassee which shall be allocated to the Tree Fund.

Table 2
TREE REPLACEMENT AND FINES FOR VIOLATIONS

Diameter of Tree Removed (DBH)	Number of Replacement	Caliper of Replacement	Fine
4 through 6	Two for One	4"	Current nursery market value for required replacement plus associated costs of installation and maintenance.
7 through 12	Three for One	6"	Same as Above
13 through 20	Four for One	8"	Same as Above
21 inches or greater	Four for One	8"	Same as Above



- B. No more than fifteen (15%) percent of any one species shall be permitted for replacement trees. Species must be indigenous or native and comply with the Town Landscape Ordinance.

Section 4.15 Landscape Ordinance

4.15.1 Purpose and Intent.

- To preserve and protect the local, native vegetation in order to maintain Yemassee's Lowcountry character.
- To acknowledge that landscaped areas of Yemassee provide much needed shade and oxygen for the local residents.
- To assert that the existence of landscaping enhances property values in the community.
- To implement landscape design plans which encourage natural vegetation areas, tree preservation, efficient irrigation, soil health, and proper plant selection.
- To eradicate or control certain exotic and invasive plant species that have become nuisances because of their tendencies to destroy native ecosystems and damage public works projects.
- To acknowledge that regional wildlife will thrive as a result of a properly maintained, native ecosystem.
- To provide critical habitat with designated natural and safe transportation corridors.
- To encourage efficient usage of water with native landscaping and effectively maintaining irrigation systems vital to the reduction of landscaping and maintenance costs of residential and commercial properties.
- To recognize that stormwater management is a critical need for the Yemassee community and landscaping with native vegetation allows for natural percolation and nutrient intake.

4.15.2 Applicability

The provisions of this ordinance shall apply in all areas of the Town except those areas of the Town which are zoned as Single Family and General Residential.



4.15.3 Landscape Plan Requirements

The following shall be submitted with all applicable development plans.

A. Landscape Plan Elements.

Landscape plans shall indicate on a tree and topographic survey drawing or map the proposed natural vegetation areas to be preserved on the site and the proposed areas to be cleared. Applicants are strongly encouraged to utilize existing native landscaping in lieu of new landscape plantings. All (100%) landscaping shall be specified on the survey drawing or map. Additional requirements of a submitted landscape plan are as follows:

- 1) An engineering scale and north arrow.
- 2) The legal description and address of the property.
- 3) The property lines and buffers.
- 4) All existing and proposed site features, such as structures, paved areas, streets, stormwater infrastructure management, and utility easements.
- 5) Existing soil characteristics and classifications.
- 6) The location, scientific and common names of plants, estimated planting width and height of plants, and the quantity of plants provided shall be listed in a key on the landscape plan.
- 7) Irrigation plan in accordance with Section 4.15.4, Water and Irrigation Systems.

B. Bonding

The survival of all tree and landscaped areas planted or replanted shall be guaranteed with a tree and landscape maintenance and replacement bond for a period of one (1) year from the date installed. The required bond amount shall equal one hundred twenty-five (125%) percent to replace each tree and landscaped area that is planted, replanted, or relocated on the development site.

C. Vehicular Use Areas.

Since parking lots are a major source of heat, leading to a reduction in air quality, the emphasis on tree and landscaped plantings is vital. The minimum sized planting area with irrigation methods to support growth shall be 240 square feet. Clustering of certain species of trees and other landscaping elements within an island shall be allowed and shall be equidistant if islands are being utilized.



D. Stormwater Retention and Detention Areas.

Installation of detention areas and lagoons to retain stormwater runoff is imperative within the Town of Yemassee. Plant material shall be installed within the littoral shelf area in accordance with the latest Beaufort and/or Hampton County Best Management Practice Manual. Table 1: Appropriate Plants for Stormwater Ponds shall assist the community in selecting these plants.

E. Buffers.

1) Land Use Buffers.

If existing vegetation is not present within a buffered area, then supplemental plantings shall be installed to provide an opaque buffer. Overstory and understory trees and a combination of herbaceous species shall be utilized.

2) Riparian Buffers.

The vegetation within riparian buffers shall remain undisturbed to prevent soil erosion and to protect water quality.

F. Urban Environments.

Root barriers shall be installed within tree lawns less than seven feet between the back of curb and the sidewalk to prevent root penetration and destruction of infrastructure. The root barrier may be installed in either continuous, linear patterns or segments to achieve maximum protection of infrastructure and maintain healthy tree and root growth. Specifications for the root barrier system shall be detailed in the landscape plan.

4.15.4 Plant Selection

The following steps shall be utilized respectfully:

- A. Critical Resource Map. The Yemassee Critical Resource Map shall serve as a resource outlining the historical native vegetative species of a particular ecosystem. The Critical Resource Map shall be used as an initial guide for a person, firm, or corporation when landscape plantings are added to the site.



- B. Existing Vegetation Evaluation. An evaluation of existing vegetation on the site shall assist in the selection of appropriate plant installations.
- C. Published Resources. A list of indigenous and native trees is provided in Table 2: Indigenous Trees of Yemassee of this ordinance. Additional sources include:
 - 1. South Carolina Coast A Syst, published by the SC Grant Consortium and Clemson Extension Office;
 - 2. Manual of the Vascular Flora of the Carolinas, published by the University of North Carolina Press
- D. Yemassee Landscaping. The Yemassee “Lowcountry look” emphasizes native trees and heavier vegetative understory in lieu of a larger grass lawn landscape. In turn, trees, herbaceous species, and ground covers shall be given greater emphasis than grass placements.
- E. Exotic and Invasive Species. Exotic and invasive species are strictly prohibited and shall not be used. Please refer to the list in Table 3: Exotic and Invasive Species List of this ordinance.

4.15.5 Watering and Irrigation Systems

Permanent built-in or temporary irrigation systems shall be installed to ensure the plants will survive the critical establishment period. Irrigation systems shall be equipped with rain sensors and timers. Timers shall be set to begin irrigating after 12:00 midnight and end irrigating before 6:00 AM.

4.15.6 Tree and Plant Specifications

All plant material shall be maintained in good condition at all times. All plantings that die or are destroyed within two (2) years of planting must be replaced, during the next suitable planting season of September through May.

- A. Plant and Tree Standards. All plant and tree material shall meet the American Standard of Nursery Stock standards (ANSI Z60.1-1996). These standards are published by and available from the American Association of Nurserymen (AAN).
- B. Quality of Tree and Landscape Materials. Tree and landscape materials selected for planting must be free from injury, pests, disease, nutritional disorders or root defects, and must be of good vigor in order to assure a reasonable expectation of survivability.



- C. Height and Caliper Minimums for Large and Medium Trees. Large and Medium Maturing (Canopy) Tree species shall be a minimum of twelve (12') feet in height and have a caliper of at least two and a half (2.5") inches at planting. See Table 2: Indigenous Trees of Yemassee for suitable species choices.
- D. Height and Caliper Minimums for Small Trees. Small Maturing (Understory) Tree species shall be a minimum of five (5) feet in height and have a caliper of at least one and one-half (1 1/2) inches at planting. See Table 2: Indigenous Trees of Yemassee.
- E. Shrub and Hedge Height and Spread Requirements. Height requirements for shrubs and hedges shall in be in general a minimum of eighteen (18) inches and a spread of fifteen (15) inches at the time of planting depending on type and growth structure. Rare allowances shall be made for native selections.

4.15.7 Tree and Plant Installation

- A. All planting installations shall comply with the following:
 - 1. The diameter of the planting hole shall be a minimum of two (2) times the diameter of the root ball.
 - 2. The planting hole sidewalls shall be scored or roughened to eliminate the smooth, slick surface caused by the shovel or auger.
 - 3. If containerized material is to be planted, any circling roots shall be cut by slicing the root ball vertically from top to bottom in two to three well spaced lines around the root ball with a sharp knife.
 - 4. The root ball shall rest on undisturbed soil in the planting hole with the top of the root ball on level with the natural ground level or slightly raised (not to exceed a height of two (2) inches above the natural ground level).
 - 5. Any tree planted with the top of the root ball below natural ground level shall be replanted to the correct elevation.
 - 6. The soil used to backfill around the root ball shall be uncompacted, native soil free of rocks, trash, or any construction debris.



7. Stakes and guy wires shall be installed. Supporting devices shall not interfere with vehicular or pedestrian movement and shall be removed after twelve (12) months.

B. Mulch Requirements

Mulch in the form of pine straw, pine bark, or wood chips shall be a minimum of four (4) inches of mulch and shall be distributed evenly over the tree planting hole and at least four (4) inches away from the base of the tree trunk. If mulch contains an exotic or invasive species within its contents, the mulch must be non-seeded. Fertilizer should be supplemented in the mulch to reduce the intake of nitrogen away from the tree roots during natural decomposition.

4.15.8 Residential Developments

In order for new development subdivisions to meet the minimum tree cover required within the Section 4.14.4 of the Native Vegetation and Tree Protection Ordinance, the following shall be applied:

<i>Lot Size</i>	<i>Number of Trees</i>	<i>Type of Tree*</i>
4,719 square feet	3	1 Large, 2 Small
5,662.8 square feet	4	1 Large, 1 Medium, 2 Small
7,078.5 square feet	5	1 Large, 2 Medium, 2 Small
9,428.56 square feet	6	2 Large, 1 Medium, 3 Small

*Denotes a recommended combination of large, medium, and small trees.
See Table 2: Indigenous Trees of Yemassee for a tree listing.

4.15.9 Commercial/Mixed Use Developments

Side and rear vegetative areas and buffers shall remain undisturbed unless supplemental plantings are required in accordance with section 4.15.2.D: Landscape Plan Requirements Buffers. Waivers from this section shall be discouraged.



Table 1: Appropriate Plants for Stormwater Ponds

<i>Common</i>	<i>Scientific</i>
Smooth Cord Grass	<i>Spartina alterniflora</i>
Golden Canna	<i>Canna flaccida</i>
Blue Flag Iris	<i>Iris virginica</i>
St. Johns Wort	<i>Hypericum perforatum</i>
Duck Potato	<i>Sagittaria latifolia</i>
Arrowhead	<i>Sagittaria lancifolia</i>
Bulrush	<i>Scirpus californicus</i>
Soft Rushes	<i>Juncus sp</i>
Giant/Soft-Stem Rushes	<i>Scirpus californicus</i>
Gulf Coast Spikerush	<i>Eleocharis cellulosa</i>
Water Lily	<i>Nymphaea odorata</i>
Tape or Eelgrass	<i>Vallisneria sp</i>
Pondweed	<i>Sagittaria stagnorum</i>
American Lotus	<i>Nelumbo lutea</i>
Pickerelweed	<i>Pontederia cordata</i>
Swamp Lily	<i>Crinum americanum</i>
Bald Cypress	<i>Taxodium distichum, var. distichum</i>
Pond Cypress	<i>Taxodium distichum, var. imbricarium</i>

Table 2: Indigenous Trees of Yemassee
Native (N) and Urban-Friendly (U)

Large Canopy Trees

(Trees with a mature height of 40' and greater and display a canopy width of at least 30'.)

Genus and Common Name		
<i>Acer barbatum</i> , Southern Sugar Maple	N	U
<i>Acer negundo</i> , Box elder	N	
<i>Acer rubrum</i> , Red Maple	N	U
<i>Betula nigra</i> , River Birch	N	U
<i>Carya aquatica</i> , Water hickory	N	
<i>Carya cordiformis</i> , Bitternut Hickory	N	
<i>Carya glabra</i> , Pignut hickory	N	U
<i>Carya illinoensis</i> , Pecan		
<i>Carya myristiciformis</i> , Nutmeg hickory	N	U
<i>Carya ovata</i> , Shagbark Hickory	N	U
<i>Carya pallida</i> , Sand hickory		
<i>Carya tomentosa</i> , Mockernut hickory	N	
<i>Celtis occidentalis</i> , Hackberry		U



<i>Celtis laevigata</i> , Sugarberry	N	
<i>Fagus grandifolia</i> , American beech		U
<i>Ginkgo biloba</i> , Maidenhair tree		
<i>Gleditsia triacanthos</i> , Honey locust		U
<i>Juglans nigra</i> , Black walnut		
<i>Juniperus virginiana</i> , Red cedar	N	
<i>Liquidambar styraciflua</i> 'Rotundiloba', Fruitless or roundleaf sweetgum		U
<i>Liquidambar styraciflua</i> , Sweetgum	N	U
<i>Liriodendron tulipifera</i> , Tulip tree	N	U
<i>Magnolia ashei</i> , Ash magnolia		
<i>Magnolia grandiflora</i> , Southern magnolia	N	U
<i>Morus rubra</i> , Red mulberry		
<i>Nyssa 'biflora'</i> , Swamp black gum	N	
<i>Nyssa aquatica</i> , Water tupelo	N	
<i>Nyssa ogeche</i> , Ogeechee Lime		
<i>Nyssa sylvatica</i> , Black Gum or Black Tupelo	N	U
<i>Pinus echinata</i> , Shortleaf pine	N	
<i>Pinus elliottii</i> , Slash pine	N	
<i>Pinus glabra</i> , Spruce pine	N	U
<i>Pinus palustris</i> , Longleaf pine	N	U
<i>Pinus serotina</i> , Pond pine	N	
<i>Pinus taeda</i> , Loblolly pine	N	U
<i>Platanus occidentalis</i> , American Sycamore	N	U
<i>Populus alba</i> , White poplar		
<i>Prunus serotina</i> , Black Cherry		
<i>Quercus acutissima</i> , Sawtooth oak		
<i>Quercus alba</i> , White oak	N	U
<i>Quercus coccinea</i> , Scarlet oak	N	U
<i>Quercus falcata</i> , Southern red oak	N	U
<i>Quercus glauca</i> , Ringcupped oak		U
<i>Quercus incana</i> , Bluejack oak	N	
<i>Quercus laurifolia</i> , Laurel oak	N	U
<i>Quercus lyrata</i> , Overcup oak	N	U
<i>Quercus marilandica</i> , Blackjack oak	N	
<i>Quercus michauxii</i> , Swamp chestnut oak	N	U
<i>Quercus nigra</i> , Water oak	N	
<i>Quercus phellos</i> , Willow Oak	N	U
<i>Quercus shumardii</i> , Shumard's red oak	N	U
<i>Quercus stellata</i> , Post oak	N	
<i>Quercus velutina</i> , Black oak	N	



<i>Quercus virginiana</i> , Live oak	N	U
<i>Robina pseudoacacia</i> , Black locust	N	
<i>Taxodium ascendens</i> , Pond cypress	N	U
<i>Taxodium distichum</i> , Bald cypress	N	U
<i>Tilia caroliniana</i> , Carolina basswood		
<i>Ulmus alata</i> , Winged elm	N	
<i>Ulmus americana</i> , American elm	N	U
<i>Ulmus rubra</i> , Slippery elm	N	

Medium Trees
(Trees which can reach a height of 25-40'.)

Genus and Common Name		
<i>Carpinus caroliniana</i> , American hornbeam	N	U
<i>Cercis canadensis</i> , Eastern redbud	N	U
<i>Cladrastis kentukea</i> , American Yellowwood	N	U
<i>Fraxinus pennsylvanica</i> , Green ash	N	U
<i>Gordonia lasianthus</i> , Loblolly bay	N	U
<i>Halesia carolina</i> , Carolina silverbell	N	U
<i>Ilex attenuata</i> 'East Palatka', East Palatka holly		U
<i>Ilex attenuata</i> 'Fosteri', Foster holly		U
<i>Ilex attenuata</i> 'Savannah', Savannah Holly		U
<i>Ilex opaca</i> , American Holly	N	U
<i>Magnolia virginiana</i> , Sweet bay magnolia	N	U
<i>Ostrya virginiana</i> , Eastern hophornbeam	N	U
<i>Prunus caroliniana</i> , Carolina cherry laurel	N	U
<i>Sassafras albidum</i> , Sassafras	N	U
<i>Acer Oliveranum</i> , Olive Maple		
<i>Amelanchier arborea</i> , Downy Serviceberry	N	
<i>Amelanchier Canadensis</i> , Shadblow serviceberry	N	
<i>Broussonetia papyrifera</i> , Paper mulberry		
<i>Bumelia lycioides</i> , Buckthorn bumelia	N	
<i>Bumelia tenax</i> , Tough bumelia	N	
<i>Carpinus caroliniana</i> , Ironwood		
<i>Castanea pumila</i> , Chinquapin	N	
<i>Catalpa bignonioides</i> , Common catalpa	N	
<i>Davidia involucrate</i> , Dove Tree		
<i>Diospyros virginiana</i> , Persimmon	N	
<i>Ficus carica</i> , Sweet fig		
<i>Fraxinus caroliniana</i> , Carolina ash	N	
<i>Fraxinus profunda</i> , Pumpkin ash	N	
<i>Gleditsia aquatica</i> , Water locust	N	



<i>Halesia diptera</i> , Two-winged silverbell	N	
<i>Ilex attenuata</i> 'Hume', Hume Holly		
<i>Ilex latifolia</i> , Lusterleaf Holly		
<i>Juniperus silicicola</i> , Southern Red Cedar	N	U
<i>Maclura pomifera</i> , Osage Orange		
<i>Magnolia pyramidata</i> , Pyramid magnolia		
<i>Osmanthus americanus</i> , Devil wood	N	
<i>Parkinsonia aculeate</i> , Jerusalem Thorn		
<i>Persea borbonia</i> , Red bay	N	
<i>Populus deltoides</i> , Eastern cottonwood	N	
<i>Populus heterophylla</i> , Swamp cottonwood	N	
<i>Pyrus communis</i> , Common pear		
<i>Salix babylonica</i> , Weeping willow		
<i>Salix nigra</i> , Black willow	N	U

**Small Trees
(Trees less than 25' in height at maturity.)**

Genus and Common Name		
<i>Acer griseum</i> , Paperbark maple		
<i>Aesculus pavia</i> , Red buckeye	N	U
<i>Alnus serrulata</i> , Common alder	N	
<i>Aralia spinosa</i> , Devil's walking stick	N	
<i>Arbutus unedo</i> , Strawberry tree		
<i>Asimina triloba</i> , Pawpaw	N	
<i>Bumelia lanuginosa</i> , Gum bumelia	N	
<i>Carya floridana</i> , Scrub hickory	N	
<i>Celtis tenuifolia</i> , Hackberry	N	U
<i>Chionanthus virginicus</i> , Fringetree	N	U
<i>Cliftonia monophylls</i> , Buckwheat tree	N	
<i>Cornus alternifolia</i> , Dogwood	N	U
<i>Cornus florida</i> , Dogwood	N	U
<i>Cornus foemina</i> , Stiff dogwood	N	
<i>Crataegus aestivalis</i> , May haw	N	
<i>Crataegus marshallii</i> , Parsley hawthorn	N	
<i>Crataegus viridis</i> , Green hawthorn	N	
<i>Cudrania tricuspidata</i> , Cudrania		
<i>Cyrilla racemiflora</i> , Swamp cyrilla	N	
<i>Eriobotrya japonica</i> , Loquat	N	U
<i>Erythrina herbacea</i> , Eastern coralbean		
<i>Eucalyptus polyanthemos</i> , Silver dollar tree		
<i>Forestiera acuminata</i> , Swamp privet	N	



<i>Franklinia altamaha</i> , Franklinia	N	
<i>Hamamelis virginiana</i> , Witch hazel	N	
<i>Ilex cassine</i> , Dahoon holly	N	
<i>Ilex decidua</i> , Possumhaw	N	
<i>Ilex myrtifolia</i> , Myrtle-leaf holly	N	
<i>Ilex pernyi</i> , Perny holly	N	
<i>Ilex vomitoria</i> 'Pendula', Weeping holly	N	U
<i>Ilex vomitoria</i> , Yaupon holly	N	U
<i>Juniperus virginiana</i> , Red cedar		U
<i>Koelreuteria bipinnata</i> , Goldenraintree		U
<i>Lagerstroemia indica faurei</i> , Cherokee, Muskogee, Natchez crape myrtle		U
<i>Lagerstroemia indica</i> , Crape myrtle		U
<i>Crataegus spathulata</i> , Littlehip hawthorn		
<i>Malus angustifolia</i> , Southern crabapple		
<i>Malus prunifolia</i> 'Callaway', Callaway crabapple		
<i>Morus alba</i> , White mulberry		
<i>Myrica cerifera</i> , Wax myrtle	N	U
<i>Osmanthus fortunei</i> , Fortune's Tea olive		
<i>Osmanthus fragrans</i> , Fragrant Tea Olive		
<i>Osmanthus heterophyllus</i> , Hollyleaf osmanthus		
<i>Oxydendrum arboreum</i> , Sourwood	N	U
<i>Pinckneya bracteata</i> , Pinckneya, feverbark	N	
<i>Planera aquatica</i> , Planetree	N	
<i>Prunus angustifolia</i> , Chicksaw plum	N	
<i>Prunus cerasifera</i> 'Atropurpurea', Purple-leafed plum		
<i>Prunus cerasifera</i> 'Newport', Cherry plum		
<i>Prunus granatum</i> , Hog plum	N	
<i>Prunus mume</i> , Flowering apricot		
<i>Prunus persica</i> , Flowering peach		
<i>Prunus umbellata</i> , Flatwoods plum		
<i>Punica granatum</i> , Pomegranate		
<i>Quercus laevis</i> , Turkey oak	N	U
<i>Quercus myrtifolia</i> , Myrtle oak	N	
<i>Quercus virginiana</i> 'Maritima', Sand live oak	N	
<i>Rhamnus carolinianus</i> , Buckthorn	N	
<i>Rhus copallina</i> , Shiney or winged sumac	N	
<i>Salix caroliniana</i> , Coastal plain willow	N	
<i>Sapindus marginatus</i> , Soapberry	N	
Southern plum		



<i>Stewartia malacodendron</i> , Silky stewartia	N	
<i>Styrax americanus</i> , American snowbell	N	
<i>Symplocos tinctoria</i> , Horsesugar sweetleaf	N	
<i>Vaccinium arboreum</i> , Sparkleberry	N	U
<i>Vitex agnus-castus</i> , Lilic chastetree		U
<i>Zanthoxylum clava-herculis</i> , Hercules club	N	

Palms and Cycad

Genus and Common Name		
<i>Cycas revolute</i> , Sago cycas		
<i>Rapidophyllum histrix</i> , Needle palm	N	U
<i>Sabal etonia</i> , Scrub palmetto	N	
<i>Sabal minor</i> , Dwarf palmetto	N	
<i>Sabal palmetto</i> , Cabbage palmetto	N	U
<i>Serenoa repens</i> , Saw palmetto	N	U
<i>Zamia pumila</i> , Sago cycas		

Table 3: Exotic and Invasive Species

This list includes species which are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives.

<i>Albizia julibrissin</i>	Mimosa tree
<i>Ardisia crenata</i>	Coral adrisia
<i>Bahia grass</i>	
<i>Cinnamomum camphora</i>	Camphor tree
<i>Colocasia esculenta</i>	Wild taro
<i>Dioscorea alata</i>	Winged yam
<i>Dioscorea bulbifera</i>	Air-potato
<i>Eichhornia crassipes</i>	Water-hyacinth
<i>Elaeagnus pungens</i>	Thorny elaeagnus
<i>Firmiana simplex</i>	Parasol tree
<i>Hedera helix</i>	English ivy
<i>Hydrilla verticillata</i>	Hydrilla
<i>Hygrophila polysperma</i>	Green hygro
<i>Imperata cylindrical</i>	Cogon grass
<i>Lantana camara</i>	Lantana, Shrub verbena
<i>Ligustrum lucidum</i>	Glossy privet
<i>Ligustrum sinense</i>	Chinese privet, Hedge privet
<i>Ligustrum japonica</i>	
<i>Lonicera japonica</i>	Japanese honeysuckle



<i>Lygodium microphyllum</i>	Old World climbing fern
<i>Melia azedarach</i>	Chinaberry
<i>Nandina domestica</i>	Nandina, Heavenly bamboo
<i>Nephrolepis cordifolia</i>	Sword fern
<i>Paederia foetida</i>	Skunk vine
<i>Panicum repens</i>	Torpedo grass
<i>Pistia stratiotes</i>	Waterlettuce
<i>Pueraria Montana</i>	Kudzu
<i>Ruellia brittoniana</i>	Mexican petunia
<i>Sapium sebiferum</i>	Chinese tallow, Popcorn tree
<i>Solanum viarum</i>	Tropical soda apple
<i>Tradescantia fluminensis</i>	White flowered wandering jew
<i>Vinca major</i>	
<i>Wisteria sinensis</i>	

Section 4.16 Site Density

Site design and density standards prescribed herein, shall apply to all development activity. For purposes of this Section, density is expressed in terms of dwelling units per gross acre of land. The acreage established upon which density is based must be under deed to the developer.

A. Setbacks

1. For purposes of determining required setbacks, all development is classified as follows:
 - a. Light Residential (LR): One (1) to four (4) du/acre;
 - b. Moderate Residential (MR): Five (5) to eight (8) du/acre;
 - c. Intense Residential (IR): Nine (9) to Fifteen (15) du/acre;
 - d. High Intense Residential (HIR): Sixteen (16) du/acre and greater;
 - e. Commercial/Industrial (C/I): Any establishment included in the buying, selling, or manufacturing of goods or services, except as provided for under institutional development; and



- f. Institutional (INST): Includes schools, churches, medical, rehabilitative, correctional, and/or charitable shelters or other public buildings or grounds.
2. Required setbacks are determined by relationship of proposed development to existing development on contiguous property. Adjacent vacant property shall be classified as Light Residential, except where preliminary approved or final approved plans indicate another classification, or where the County considers that the development of the surrounding area is such to warrant lesser setback distances applying to commercial development. For each habitable story over two (2), one (1) setback is computed by adding base figure as shown in chart to the initial setback.

Table 1: Feet of Setback for one (1) or two (2) habitable stories

Proposed Use	Existing Adjacent Use					
	LR	MR	IR	HIR	CI	INST
LR	10	10	15	15	20	15
MR	10	10	10	15	20	15
IR	20	15	15	10	20	20
HIR/Hotel	20	20	15	10	20	20
CI	30	30	30	30	10	30
INST	20	25	25	30	30	20

3. The required setback shall be measured inward from the property line to the first vertical wall, excluding fences, lampposts, and the like. Exception to this standard is made for any recreational amenity ancillary to the approved project. Such recreational amenities may be constructed in the non-buffer portion of the setback area.
4. The setback requirements of this Section shall not apply to the separation of patio homes within a specific patio home development. However, in no case shall the separation between such patio homes be less than three (3) feet from the property line of the adjacent lots.
5. When road rights-of-way and easements, or dedicated recreation or open space exists between the property lines of existing and proposed land uses, the setback for the proposed use shall be measured from the property line of the existing use. However, in no case shall side, rear, and front yard setbacks of the proposed use be less than ten (10) feet measured from its property line, except for patio lot sidelines. Such rights-of-way,



easements, or dedicated open space shall be construed as being a part of the required setback.

6. Adjacent landowners may choose to waive the required setbacks where common party wall development is desired by doing the following:
 - a. Filing with the Town Administrator a statement of mutual agreement prior to Development Plan approval for one (1) or both tracts; and
 - b. Recording the agreement as a Property Deed Covenant in the deed of affected properties prior to Development Plan approval for one (1) or both tracts.

Section 4.17 Buffers

Buffer Requirements

- A. To provide protection for potential incompatibility between neighboring land uses of different type and/or intensity, the following buffer requirements shall apply to the setback areas prescribed in *Section 4.15*.

Table 2: Percentage of Table 1 Setback Standards

Proposed Use	Existing Adjacent Use					
	LR	MR	IR	HIR	CI	INST
LR	0	0	0	0	0	0
MR	50	50	50	50	50	50
IR	60	50	50	50	50	50
HIR/Hotel	70	50	50	50	50	50
CI	80	50	50	50	50	50
INST	50	50	50	50	50	50

- B. Buffer standards are computed as a percentage of required setbacks established in *Section 4.15* and measured inward from the property line of the proposed use.
- C. Buffer areas must be left undisturbed, except that underbrush may be cleared and the area landscaped. Nothing herein shall be construed as preventing removal of junk, debris, or abandoned structures, fences and the like from the buffer area in the interest of aesthetic improvement.



- D. In the absence of adequate natural vegetation to effect the buffer required herein, the Developer shall be required to plant trees, bushes, or shrubs for a minimum depth of fifty (50) percent of the setback from Table 1 or ten (10) feet, whichever is greater, inward from the development property line to achieve the required buffer. The type, height, and density of planted vegetation shall be approved by the Town.
- E. When roads, dedicated or covenanted open space, or passive recreation areas exist between the property lines of existing and proposed land uses, no buffer area shall be required.
- F. In the case of Planned Unit Developments, the specific requirements for setbacks and buffering shall apply to the perimeter of the PUD only, and does not apply to individual development sites or tracts within the overall PUD consistent with the intent and spirit of these provisions.
- G. The balance of the setback area required in *Section 4.15*, not reserved as buffer area, may be utilized in the site development for roads, parking, drainage facilities, and recreational amenities ancillary to the development.
- H. Electrical, telephone, gas, water supply, sewage disposal, and other utilities may be constructed in the required buffer area, and after installation of such services, to meet the requirements of this Section, the Developer shall be required to restore the buffer area as approved by the Town.

Section 4.18 Open Space Standards

Open Space Requirements

- A. Open space as required herein, shall mean all areas not utilized for buildings, sidewalks, roads, and parking. Areas qualifying as open space are landscaped areas, lagoons, ponds, lakes, natural freshwater wetlands, dedicated wildlife preserves, buffer areas, and ancillary recreational amenities such as swimming pools, tennis courts, and golf courses.
- B. Required open space as shown in Table 3 shall be computed as a percentage of the total development tract size.
- C. In the case of Planned Unit Developments, required open space shall be computed as the aggregate sum of the respective open space percentages



Section 4.19 Town Approvals Required

No development shall be undertaken except where Master Plans, Site Plans, or plats have been submitted to and approved by the Town, clearly denoting all proposed use of the land and the maximum density or size of such use thereon. Such declared uses, density, and size shall not be deviated from until such proposed changes are submitted to and approved by the Town. Undesignated areas on Master Plans, Site Plans, or plats shall be considered as open space, and any proposed use thereof, other than open space, shall be submitted to and approved by the Town.

Section 4.20 Hazards Nuisances

The following uses of land, buildings, and structures within the Town are deemed to constitute special nuisances which would endanger the health, safety, and welfare of residents and property owners in the Town and shall only be permitted in accordance with the provisions of this Ordinance:

- A. Other than normal, acceptable businesses which have a history of safety and regulation; such uses which create a risk of fire, explosion, noise, radiation, injury, damage, or other physical detriment to any person, structure, or plant growth beyond the boundaries of the premises on which such use is located;
- B. Racing tracks for automobiles, motorcycles, grand prix midget racers, go-carts, and similar activities;
- C. Commercial amusement parks, ferris wheels, roller coasters, water slides, carnival rides, and carnival-like activities, except those non-profit organizations, agricultural or institutional fairs, displays, and games in place and operated at special times of the year for thirty (30) days or less;
- D. Commercial wild animal parks, alligator farms, and other animal displays and use activities requiring admission for entry; provided, however, that this provision shall not apply to a marine ecology center, aquarium, animal protection shelter, kennels, dog or horse training facilities, boarding and riding stables, or similar educational facilities, provided they do not create a nuisance beyond the property boundary;



- E. Businesses such as junkyards, salvage material yards, open storage yards, supplies and equipment in disarray, solid waste landfill areas, depositories for nuclear waste, chemicals, or other industrial or agricultural wastes;
- F. Any use causing or resulting in the emission of toxic or corrosive gases, radiation, interference with television or radio reception, or other physical or electronic disturbance perceptible beyond the boundaries of the premises on which such use is conducted;
- G. Any light or source illumination, either interior or exterior, that casts disturbing rays or creates glare so as to constitute a nuisance to nearby residences or creates a hazard by impairing vehicular driver vision;
- H. Such special nuisances as defined above, which result in the production or discharge of smoke or other air contaminants as dark or darker in shade than as designated as Number two (2) on the latest edition *Ringlemann Chart* as published by the United States Bureau of Mines for a period or periods aggregating more than three (3) minutes in any one (1) hour;
- I. Such special nuisances as defined above, which result in the production or discharge or offensive odors exceeding the standards established in the latest edition of the Manufacturing Chemists Associates, *Air Pollution Abatement Manual* or related federal and/or state guidelines; and
- J. Such special nuisances as defined above, which result in the production of noise levels in excess of sixty (60) (dba) measured at the property line.

Section 4.21 Special Nuisances

Special Nuisance Standards

- A. All land uses and land use activities outlined in *Section 4.20.1.A through Sections 4.20.1.J*, shall be screened from view from any public highway, street or road, adjacent, existing, and approved residential uses and institutional uses, such as churches, schools, cemeteries, and libraries. Required screening and buffering may be accomplished with natural and/or landscaped plantings or combination thereof, including berms, walls, or fencing that effectively prevent from view the nuisance. Approved residential uses as described herein, shall mean those residential uses shown on plans on file in the offices of the Beaufort and/or Hampton County Development Administrator or the Town Planning Commission having either preliminary



(including Master Plan approval) or final plan approval under the provisions of this Ordinance.

- B. The Applicant shall demonstrate, through design and the use of plantings, walls, buffers, setbacks and the like, compliance with radiation, light, smoke, odor, and noise provisions as established in this Ordinance.
- C. Exception to the smoke, odor, and noise standards prescribed, is hereby made for certain temporary activities, such as construction, land clearing, special events, and the like, where owing to the nature of such activity, temporary nuisance is unavoidable.
- D. Exception to the noise level prescribed herein is hereby made for publicly owned airfields and landing strips.

Section 4.22 Fire Safety Standards

The Fire Safety Standards prescribed herein shall apply to all development activity.

- A. All proposed development site review shall be reviewed by the local Fire Official having jurisdiction over fire and life safety standards contained in this Ordinance. Prior to the final plan approval, the local Fire Official shall make written recommendations to the Town administration indicating approval of the design submitted or delineating needed design changes consistent with fire and life safety standards and practices.
- B. The local Fire Official shall inspect the completed development site for compliance with the approved plans and submit his/her findings to the Town administration prior to issuance of a Certificate of Zoning Compliance.
- C. All occupancies, excluding one (1) or two (2) family dwellings that exceed thirty-five (35) feet in height or exceed a total fire flow demand of three thousand five hundred (3,500) gallons per minute (gpm) as referenced in the Insurance Service Organization's (ISO) *Requirements For Specialized Equipment*, must have adjustments to plans approved by the Fire District Fire Chief and the Town's designated Building Official and, as necessary, reach financial arrangements acceptable to the Fire District and Town Council which provide assistance in purchasing the appropriate firefighting apparatus or equipment. This standard shall be applied to the Fire Management Plan as defined for the Sheldon/Yemassee Fire District.



- D. No development shall be constructed so as to obstruct emergency vehicular access to the development property or associated buildings and structures. To ensure that access will not be impaired in any emergency situation, attention should be given to the design and layout of such features as signs, fences, walls, street intersections and curves, parking lots, sidewalks, ditches, lagoons, recreational amenities, landscaping, alleys, and maintenance of roads. Where buildings are over twenty thousand (20,000) square feet in area, a wall is more than three hundred (300) feet from a fire hydrant or over thirty-five (35) feet in height, special all-weather fire access may be required to meet the Fire Official's approval.
- E. For all subdivisions and land developments of property except single-family subdivisions of four (4) lots or less, prior to bringing any combustibles to a site, the landowner shall get a determination as to whether they are in quantities deemed hazardous by the Fire Official. The Fire Official shall notify the Town if a temporary or permanent water supply and adequate access is required for these materials prior to the start of construction, as approved by the Fire Official.
1. A combustible material is one that is made of wood, compressed paper, plant fibers, plastics, or other materials that can ignite and burn, whether flameproof or not, or whether plastered or unplastered, and not meet the definition of noncombustible material.
 2. A noncombustible material is one that, in the form in which it is used and under the conditions anticipated, does not ignite, burn, support combustion, or release flammable vapors when subjected to fire or heat.

Section 4.23 Site Design and Development Standards Applying to Special Districts

Conservation District: The standards prescribed in this Section shall apply to all site design and development hereafter undertaken within the Conservation District. No structures, which impede natural tidal flow and have the effect of reducing the quantity and frequency of water reaching marsh areas, will be permitted, except approved in conjunction with nature and related uses.

- 4.23.1 Flood Hazard District: All standards prescribed in this Section shall apply to all site design and development hereafter undertaken within the Flood Hazard District. (The Flood Hazard District corresponds to special flood hazard areas officially designated by the Federal Insurance Administration).



- A. Plats of development lying in a flood hazard area shall have such areas clearly delineated on the plat by indication of the topographic contour line corresponding to the one hundred (100) year flood elevation shown on the *Official County Flood Plain Maps*.
- B. Engineering Plans and specifications shall be submitted showing that adequate design has been incorporated to assure to the maximum extent possible that:
1. Water supply systems will be constructed to preclude infiltration by flood waters;
 2. Waste water disposal systems, including septic tanks, will be constructed to preclude infiltration by flood waters; and
 3. Types and construction of fill materials used for building foundations are such so as to minimize settlement, slope erosion, siltation, and facilitates drainage of potential surrounding flood waters.
- C. Covenant or deed restrictions shall be placed in the deeds to all lots of a development lying within a flood hazard area stipulating to the owner that:
1. Construction of a residential structure (or commercial structure in the case of a commercial business subdivision) on that lot lying within a flood hazard area, shall have, as a minimum first floor elevation, the level of the one hundred (100) year flood or above as designated on the *Official County Flood Plain Map*;
 2. Construction on lots within what is defined and designated as “coastal high hazard areas” velocity, shall be elevated and securely anchored to well-anchored piles or columns and have the level of the bottom of the lowest horizontal support member at or above the level of the one hundred (100) year flood. Space below the level of the first floor level shall be free of obstruction or covered by break away façade material capable of producing free obstruction for the impact of abnormally high tides or wind driven water; and
 3. All other requirements of the *Beaufort and/or Hampton County Building Code* related to construction in flood hazard areas must be met.

On all plats of development, for which lots, sites, or structures are to be sold or leased, the following statement shall be clearly affixed to the plat(s) and readily visible. “The areas indicated on this plat as flood hazard areas have been identified



as having at least a one (1) percent chance of being flooded in any given year by rising tidal waters associated with possible hurricanes. Local regulations require that certain flood hazard protective measures be incorporated in the design and construction of structures in these designated areas." Reference shall be made to the development covenants and restrictions of this development and requirements of the Beaufort and/or Hampton County Building Code Department. In addition, federal law requires mandatory purchase of flood insurance as a prerequisite to mortgage financing in these designated flood hazard areas.

4.24 Flood Damage Prevention Ordinance

4.24.1 Statutory Authorization, Findings of Fact, Purpose and Objectives

A. Statutory Authorization

The Legislature of the State of South Carolina has in South Carolina Code of Laws, (1976), as amended delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Town Council of the Town of Yemassee, South Carolina, does ordain as follows:

B. Findings of Fact

- (1) The flood hazard areas of Yemassee, South Carolina are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities.

C. Statement of Purpose

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;



- (2) restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in increases in flood heights, velocities, or erosion;
- (3) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;
- (4) control filling, grading, dredging and other development which may increase flood damage or erosion, and;
- (5) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

D. Objectives

The objectives of this ordinance are:

- (1) to protect human life and health;
- (2) to minimize expenditure of public money for costly flood control projects;
- (3) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) to minimize prolonged business interruptions;
- (5) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) to help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas, and;
- (7) to insure that potential home buyers are notified that property is in a flood area.

E. Definitions

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.



“Addition” (to an existing building) means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by an independent perimeter load-bearing wall shall be considered “new constructions”.

“Appeal” means a request for a review of the Yemassee Board of Appeals (“DRB”) interpretation of any provision of this ordinance or a request for a variance.

“Area of special flood hazard” is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

“Base flood” means the flood having a one percent chance of being equaled or exceeded in any given year.

“Basement” means that portion of a building having its floor sub grade (below ground level) on all sides.

“Building” means any structure built for support, shelter, or enclosure for any occupancy or storage.

“Development” means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, and permanent storage of materials or equipment.

“Elevated building” means a non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, piers or shear walls.

“Existing Construction” Any structure for which the “start of construction” commenced before the effective date of the first floodplain management code or ordinance based upon specific technical base flood elevation data which establishes the area of special flood hazard..

“Existing manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before (a specific date, i.e., the effective date of the first floodplain management regulations adopted by a community).

“Expansion to an existing manufactured home park or subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.



“Flood” or “flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (a.) the overflow of inland or tidal waters; or
- (b.) the unusual and rapid accumulation or runoff of surface waters from any source,

“Flood Hazard Boundary Map (FHBM)” means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of areas of special flood hazard have been defined as Zone A.

“Flood Insurance Rate Map (FIRM)” means an official map of a community, issued by the Federal Insurance Administration, delineating the areas of special flood hazard and/or risk premium zones applicable to the community.

“Flood Insurance Study” the official report by the Federal Insurance Administration evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

“Floodplain” means any land area susceptible to flooding.

“Functionally dependent facility” means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, such as docking or port facility necessary for cargo loading, shipbuilding, or ship repair. The term does not include storage, manufacture, sales, or service facilities.

“Highest adjacent grade” means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed foundation of a building.

“Historic Structure” means any structure that is;

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior (see note at end); or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (see note at end)



- a. By an approved state program as determined by the Secretary of the Interior,
or
- b. Directly by the Secretary of the Interior in states without approved programs.

“Lowest floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building’s lowest floor, provided that such enclosure is not built so as to render the structure in violation of the provisions of this code.

“Manufactured home” means a building, transportable in one or more sections built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

“Mean Sea Level” means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this ordinance, the term is synonymous with national Geodetic Vertical Datum (NGVD).

“National Geodetic Vertical Datum (NGVD)” as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

“New construction” means any structure for which the “start of construction” commenced after (a specific date, i.e., the effective date of the first floodplain management code or ordinance based upon specific technical base flood elevation data which establishes the area of special flood hazard, i.e. first FIRM). The term also includes any subsequent improvements to such a structure.

“New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after (a specific date, i.e., the effective date of the first floodplain management regulations adopted by a community).

“Recreational vehicle” means a vehicle which is:

- a. built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection;
- c. Designed to be self-propelled or permanently towable by a light duty truck; and
- d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.



“Start of construction” means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation. (Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main structure. (NOTE: accessory structures are NOT exempt from any ordinance requirements) For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank, or other man-made facilities or infrastructures.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to it before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

“Substantial improvement” means any combination of repairs, reconstruction, alteration, or improvements to a building, taking place during a five (5) year period, in which the cumulative cost equals or exceeds fifty percent of the market value of the structure prior to the improvement. The market value of the building should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. This term includes structures which have incurred “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affected the external dimensions of the building. The term does not, however, include the improvement of a building required to comply with existing health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, which have been pre-identified by the Code Enforcement Official and not solely triggered by an improvement or repair project.

“Substantially improved existing manufactured home parks or subdivisions” is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads before the repair, reconstruction or improvement commenced.



“Variance” is a grant of relief from the requirements of this ordinance which permits construction in manner otherwise prohibited by this ordinance.

4.24.2. General Provisions

- (1) This ordinance shall apply to all areas of special flood hazard within the jurisdiction of the Town of Yemassee.
- (2) This ordinance shall be applicable to all newly annexed lands and as part of the annexation process, if needed, additional Flood Insurance Rate Map (FIRM) panels shall be adopted to provide complete coverage.

A. Basis for area of Special Flood Hazard

The areas of special flood hazard identified by the Federal Insurance Administration in its Flood Insurance Study (FIS), dated December 18, 1986, with accompanying maps and other supporting data, and any revisions thereto, are adopted by reference and declared a part of this ordinance. For those land areas, acquired by the Town through annexation, the current effective FIS and maps for unincorporated Beaufort and Hampton County are hereby adopted by reference.

B. Establishment of Development Permit

A Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development (see definition) activities.

C. Compliance

No structure or land shall hereafter be located, extended, concerted or altered without full compliance with the terms of this ordinance and other applicable regulations.

D. Abrogation and Greater Restrictions

This ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

E. Interpretation

In the interpretation and application of this ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under state statutes.

F. Warning and Disclaimer of Liability



The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Town of Yemassee or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder. Persons developing any structure are advised to carefully consider the chance of flooding when designing and building any structure.

G. Penalties for Violation

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than thirty (30) days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Town of Yemassee from taking such other lawful actions as is necessary to prevent or remedy any violation.

4.24.3. Administration

A. Designation of Yemassee Development Review Board ("DRB")

The DRB is hereby appointed to administer and implement the provisions of this ordinance provided however until all such authority shall be exercised by the YPC; provided further that the YPC shall have the right to designate one person to act as the Administrator.

B. Permit Procedures

Application for a Development Permit shall be made to the DRB on forms furnished by it prior to any development activities, and may include, but not be limited to, the following: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- (1) Application Stage.



- (a) Elevation in relation to mean sea level of the lowest floor (including basement) of all proposed structures;
 - (b) Elevation in relation to mean sea level to which any non-residential structure will be flood-proofed;
 - (c) Certificate from a registered professional engineer or architect that any non-residential flood-proofed structure will meet the flood-proofing criteria in Article 5, Section B (2) and Section D (2);
 - (d) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development, and;
- (2) Construction Stage:

For all new construction and substantial improvements, provide a regulatory floor elevation or flood-proofing certification after the lowest floor/flood-proofing is completed. Upon placement of the lowest floor, or for non-residential structures, after flood-proofing, whichever is applicable, it shall be the duty of the permit holder to submit to the Planning Commission a certification of the elevation of the lowest floor, or flood-proofed elevation, whichever is applicable, as built, in relation to mean sea level. Lowest floor certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When flood-proofing is utilized for a non-residential structure, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work undertaken prior to submission of the certification shall be at the permit holder's risk.

The DRB shall review the above referenced elevation certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit certification or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

C Duties and Responsibilities of the Administrator

Duties of the DRB shall include, but shall not be limited to:

- (1) Review all development permits to assure that the permit requirements of this ordinance have been satisfied;
- (2) Verify and record the actual elevation, in relation to mean sea level, of the lowest floor (including basement) of all new or substantially improved structures, in accordance with Article 4, Section B(2).



- (3) Verify and record the actual elevation, in relation to mean sea level, to which new or substantially improved structures have been flood-proofed, in accordance with Article 4, Section B (2).
- (4) When flood-proofing is utilized for a structure, the DRB shall obtain design certification from a registered professional engineer or architect, in accordance with Article 5(B) (2).
- (5) When Base Flood Elevation data or floodway data have not been provided in accordance with Article 3, Section B, then the DRB shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer the provisions of Article 5.
- (6) Notify adjacent communities and the South Carolina Water Resources Commission prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (7) For any altered or relocated portion of any watercourse, submit engineering data/analysis within six (6) months to the Federal Emergency Management Agency indicating changes. Assure flood carrying capacity of any altered or relocated watercourse is maintained.
- (8) Where interpretation is needed as to the exact location of boundaries of the areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the DRB shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (9) Advise permittee that additional federal or state permits may be required, and if specific federal or state permit requirements are known, require that copies of such permits be provided and maintained on file.
- (10) All records pertaining to the provisions of this ordinance shall be maintained in the office of the DRB and shall be open for public inspection.

4.24.4. Provisions for Flood Hazard Reduction

A. General Standards

In all areas of special flood hazard the following provisions are required:



- (1) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse or lateral movement of the structure;
- (2) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage;
- (3) New construction or substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage;
- (4) All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (5) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.
- (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding, and;
- (9) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non-conformity is not furthered, extended or replaced.

B. Specific Standards

In all areas of special Flood Hazard where base flood elevation data have been provided, as set forth in Article 3, Section B, or Article 4, Section C (5), the following provisions are required:

- (1) Residential Construction. New construction or substantial improvement of any residential structure (or manufactured home) shall have the lowest floor, including basement, elevated no lower than one (1) foot above the base flood elevation. Should solid foundation perimeter



- (2) Non-Residential Construction. New construction or substantial improvement of any commercial, industrial, or non-residential structure (or manufactured home) shall have the lowest floor, including basement, elevated no lower than one (1) foot above the base flood elevation. Structures located in AE or AH zones, may be flood proofed in lieu of elevation provided that all areas of the structure below one (1) foot above the base flood elevation, together with attendant utility and sanitary facilities, are designed to be water tight, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 4, Section C (4).
- (3) Elevated Buildings. New construction or substantial improvements of existing structures that include any fully enclosed area located below the base flood elevation which is formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters.
- (a) Designed for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
- i. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - ii The bottom of all openings shall be no higher than one foot above grade; and,
 - iii Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.
- (b) So as not to violate the lowest floor criteria of this ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area, and
- (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
-



(4) Standards for Manufactured Homes and Recreational Vehicles.

- (a) All manufactured homes placed, or substantially improved, on individual lots or parcels, in expansions to existing manufactured home parks or subdivisions, in new or substantially improved manufactured home parks or subdivisions, must have the lowest floor including basement, elevated no lower than one (1) foot above base flood elevation.
- (b) All manufactured homes placed or substantially improved in an existing manufactured home is elevated no lower than one (1) foot above the level of the base flood elevation, or
 - (i) The lowest floor of the manufactured home is elevated no lower than one (1) foot above the level of the base flood elevation, or
 - (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least an equivalent strength, and no less than 36 inches in height above grade.
 - (iii) The manufactured home must be securely anchored to the adequately anchored foundation system to resist flotation, collapse and lateral movement.
 - (iv) On a site in an existing manufactured home park or subdivision on which a manufactured home has incurred “substantial damage” as the result of a flood, any manufactured home placed or substantially improved on that site must meet the
 - (v) standards of Article 5, Section B (4) (b) (i) and (iii) above.
- (c) All recreational vehicles placed on sites must either:
 - (i) Be fully licensed and ready for highway use, or
 - (ii) The recreational vehicle must meet all the requirements for “new construction”, including anchoring and elevation requirements of Article 5, Section B (4) (a) and 5 (B) (4) (b) (iii), above.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached structures.

C. Standards for Streams without Established Base Flood Elevation and/or Floodways



Located within the areas of special flood hazard established in Article 3, Section B, where streams exist but where no base flood data have been provided (A-Zones) or where base flood data have been provided without floodways, the following provisions apply:

- (1) When base flood elevation data or floodway data have not been provided in accordance with Article 3, Section B, then the DRB shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of Article 5. If data are not available from outside sources, then the following provisions (2&3) shall apply:
- (2) No encroachments, including fill material or structures, shall be located within a distance of the stream bank equal to one (1) times the width of the stream at the top of the bank or twenty feet each side from the top of the bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (3) In Special Flood Hazard Areas without Base Flood Elevation Date, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than (3) feet above the highest adjacent grade at the building site. The DRB shall record the lowest floor elevation level and the record shall become a permanent part of the permit file.

D. Standards for Subdivision Proposals

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage;
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;



- (4) Base flood elevation data shall be provided for subdivision proposals and all other proposed development, including manufactured home parks and subdivisions, greater than fifty (50) lots or five (5) acres, whichever is less.

4.24.5. Variance Procedures

- (A) The Yemassee Zoning Board of Appeals as established by Yemassee Town Council shall hear and decide any appeals or requests for variances from the requirements of the ordinance.
- (B) The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the DRB in the enforcement or administration of this ordinance.
- (C) Any person aggrieved by the decision of the Zoning Board of Appeals may appeal such decision to the court of Common Pleas, as provided in South Carolina Code of Laws, (1976), as amended.
- (D) Variances may be issued for the repair or rehabilitation of “historic structures” upon a determination that the proposed repair or rehabilitation will not preclude the structure’s continue designation as an “historic structure” and the variance is the minimum to preserve the historic character and design of the structure.
- (E) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative solution exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.
- (F) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (G) In reviewing such requests, the Yemassee Zoning board of Appeals shall consider all technical evaluations, relevant factors, and all standards specified in this and other sections of this ordinance.
- (H) Conditions for Variances:
- (1) A variance shall only be issued when there is
- (i) a finding of good and sufficient cause,



- (ii) a determination that failure to grant the variance would result in exceptional hardship, and;
 - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and in the instance of an historic structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building;
 - (2) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
 - (3) The Yemassee Zoning Board of Appeals shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.
 - (I) Upon consideration of the factors listed above and the purposes of this ordinance, the Yemassee Zoning board of Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

4.24.6 Severability

If any section, clause, sentence, or phase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of the Ordinance.

4.24.7 Historic Structures

State and local inventories of historic structures and historic districts in the State of South Carolina are generally compilations of inventories prepared by various individuals and groups. The inventories include many structures and districts which have been determined to be "Historic" as defined by criteria of the U.S. Department of the Interior (DOI) National Park



Service. These structures are individually listed on the Register of Historic Places, or individually listed as contributing structures to a registered historic district, or preliminarily determined by the DOI as meeting the criteria above. These structures meet the historic structure criteria of the National Flood Insurance Program

Some structures and districts listed on State or local inventories MAY NOT be "Historic" as cited above, but have been included on the inventories because it was believed that the structures of districts have the **potential** for meeting the "Historic" criteria of the DOI. In order for these structures to meet NFIP historic structure criteria, it must be demonstrated that the structure has been **individually determined** by the South Carolina Department of Archives and History, and that the structure or district meets DOI historic structure criteria.



ARTICLE V

SUBDIVISION REGULATIONS

Section 5.1 General

Applicability: All proposed development in the Town of Yemassee that meets the definition of a subdivision shall comply with the provisions of this Article in order to receive approval of the subdivision plat as a prerequisite to the recording of the approved subdivision plat. The design and performance standards of this Section are generally applicable to all development in the Town. In the review of any proposed development, on a site-specific basis, some of the design and performance standards may be deemed inapplicable as determined by the Community Development Director.

- 1.1.1 **Purpose and Intent:** The purpose of this Article is to establish design and performance standards for all development in the Town. The standards promote good site design and planning that produces development that is functional, an asset to the community, and in keeping with the general nature of the Town. The standards allow for and promote design integration of the man-made improvements to the land with the natural elements of the land. Due to ever accumulating knowledge about site design, the design and performance standards will be monitored and reviewed on an on-going basis as to their reasonability and effectiveness in promoting these purposes. Developers are urged to present information, which may document a more applicable standard. Such information may be used to update this Section. Town adoption of neighborhood plans or Planned Unit Developments (PUD) may result in neighborhood or PUD standards supplementing or replacing these standards.

Section 5.2 Subdivision Review

Applicability: All proposed development defined as a subdivision under this Section, shall comply with the provisions of this Article in order to receive approval of the subdivision plat as a prerequisite to the recording of the approved subdivision plat.

- 5.2.1 **Authority:** The Planning Commission may review, make recommendations on, and delegate ultimate approval authority of all major subdivisions to the Town Council.



5.2.2 Definition of Major and Minor Subdivision: A minor subdivision is a division of land into Eight (8) or fewer residential lots. All other divisions shall be considered major subdivisions.

Major Subdivision Submission Requirements: All applications for subdivision approval shall include the following:

- A. Application Form and Fee: An application form as published by the Community Development Department, including the names and addresses of the owner(s) of record and the Applicant, if different from the owner, other information as stated on the application, and appropriate subdivision review fee;
- B. Subdivision Plan: The subdivision site plan shall constitute the totality of the land the subdivider proposes to record and develop. When a subdivision is being developed in phases, the final subdivision plan shall constitute only that portion, which the subdivider proposed to develop and record, with a sketch of the entire subdivision included (also see Subdivision Plan requirements below). Twelve (12) black line prints of a subdivision site plan in standard sheet of twenty-four (24) by thirty-six (36) inches and at a scale of one (1) foot equals fifty (50) feet or, other scale acceptable to the Community Development Department. Plans must be certified and prepared by and/or under the direct supervision of a Professional Engineer qualified by training and experience in the specific technical field involved and registered or licensed to practice that profession in the State of South Carolina;
- C. Subdivision Plat: Twelve (12) black line prints of a subdivision plat in standard sheet size of twenty-four (24) inches by thirty-six (36) inches and at a scale of one (1) inch equals one hundred (100) feet, or other scale acceptable to the Community Development Department. Plans must be prepared by a Registered Surveyor, showing:
 - 1. Date (including any revision dates), proposed subdivision name and location, name of owner, north arrow, graphic scale, and reference meridian;
 - 2. A legal description of the property and current boundary survey prepared and sealed by a registered, licensed Land Surveyor, and certified to the Town of Yemassee, and showing the following:
 - a. Town limit lines (if any);



- b. Property lines;
 - c. Right-of-way easements;
 - d. Streets;
 - e. Utility transmission lines;
 - f. Storm sewers;
 - g. Ditches and culverts;
 - h. Water bodies;
 - i. Sanitary sewers;
 - j. Water mains;
 - k. Bridges;
 - l. Buildings;
 - m. Bulkheads and bulkhead fines;
 - n. Fuel storage tanks;
 - o. Names and locations of adjoining developments and streets;
 - p. Names of abutting property owners;
 - q. Zoning classifications of abutting properties;
 - r. Tract boundaries and total acreage in tract;
- 3. The proposed name of the subdivision;
 - 4. Names of the owners of contiguous parcels and an indication of whether or not contiguous parcels are developed or a Development Permit has been obtained;
 - 5. Location and description of all primary control points and monuments used in the survey, with ties to such control points to which all



dimensions, angles, bearings, distances, block numbers, and similar data shall be referred;

6. Existing and proposed tract boundary lines, right-of-way lines, proposed street names, easements and other rights-of-way, all lot lines and other site lines with accurate dimensions, bearing or deflecting angles or radii, arcs, and central angles of all curves;
7. The proposed use of lots shall be noted and the purpose of any easement or land reserved or dedicated to public or utility use shall be designated;
8. Each block shall be numbered, and the lots within each block shall be numbered consecutively;
9. Notation of specific reference plats, if applicable;
10. Computed acreage of each lot created by the subdivision;
11. Minimum building setback or buffer lines as required by the *Development Standards Ordinance* or *Town of Yemassee Zoning Ordinance*;
12. Certification by a South Carolina professional Land Surveyor as to the accuracy of the details of the plat, with seal and signature affixed;
13. Notation of the one hundred year storm flood elevation MSL and Flood Disclosure Statement (if in FEMA Zone A or V);
14. Surveyed delineation as appropriate of any wetland area within or contiguous to the subdivision;
15. A map or site plan showing:
 - a. The location, dimensions, descriptions, and flow line of existing watercourses and drainage structures within the tract or on contiguous tracts;
 - b. Location of municipal limits or county lines, and district boundaries, if they traverse the tract, form part of the boundary of the tract, or are contiguous to such boundary;
 - c. Vicinity map at a scale of not less than one (1) inch equals two thousand (2,000) feet showing the location of the proposed site, relationship to surrounding areas within five hundred (500) feet, and



including surrounding streets and thoroughfares with access roads referenced to the intersection of the nearest state primary or secondary paved road, existing zoning on the site and surrounding areas, and existing land uses on the site and surrounding areas;

- d. The location, dimensions, name, and description of all existing or recorded streets, alleys, reservations, easements, or other public rights-of-way within the tract, intersecting or contiguous with its boundaries or forming such boundaries;
 - e. The location, dimensions, descriptions, and names of all existing or recorded residential lots, parks, public areas, permanent structures, and other sites within or contiguous with the tract;
 - f. Soil Survey based on most recent Soil Survey of Beaufort and Hampton Counties, USDA;
- 16. Proposed lot layout, street design, and street right-of-way widths;
 - 17. Proposed street names;
 - 18. Proposed drainage system layouts;
 - 19. Proposed water system layout, except where individual wells are proposed;
 - 20. Proposed sewer system layout, except where individual septic tanks are proposed;
 - 21. Proposed open space areas;
 - 22. Where applicable, surveyed line delineating the extent of any special district boundary on the development property;
 - 23. Topographic survey, including flood prone delineations. The most recent topographic survey and USGA flood prone mapping may be utilized;
 - 24. Tree survey (*See Section 4.14*)
 - 25. Other affected agencies preliminary comments or approvals on elements of the proposed subdivision over which such agencies have approval or permitting authority;



26. Letters of capability and intent to serve community water supply and sewage disposal (where applicable from the affected agency or entity);
 27. The Town may require submission of additional data or proposed methods of addressing other pertinent matters relative to the proposed development where, owing to the nature, size, and location of the proposed development, particular elements critical to the health, safety, and welfare of the community and its citizens should be addressed. Such elements may be, but are not limited to, hurricane evacuation, other emergency preparedness and response, environmental preservation, historical preservation, shoreline erosion, public access, community linkages, public education and the like;
 28. A narrative addressing:
 - a. Proposed ownership and maintenance of streets, drainage systems, water and sewer systems, open space areas, parking areas, and other proposed amenities and improvements;
 - b. Proposed phasing and time schedule if development is to be done in phases;
- D. Certification of Owner's Consent: Certification that the owner of the land has given consent to the proposed subdivision;
- E. Certification of Title Source: Certification, signed by the surveyor, setting forth the source of title of the owners of the land subdivided or a copy of the deed by which the property was conveyed to the owner;
- F. Open Space and Public Dedication Narrative: A detailed narrative explaining how the subdivision will meet the open space and public dedication requirements, as applicable, of *Section 5.6*. The narrative should include:
1. Description of the form of organization proposed to own and maintain the open space in conformance with the requirements for Property Owners Associations, or the equivalent;
 2. Identification of how the open space and facilities relate to existing and proposed open space areas, bikeways and recreational facilities in Yemassee, envisioned in the *Comprehensive Plan*, or more detailed plans adopted by the Town Council, such as Planned Unit Developments; and



- G. Subdivision in Phases: Whenever part of a tract is proposed for platting and it is intended to subdivide additional parts in the future, or abutting land is in the same ownership, a sketch plan for the entire tract shall be submitted with the plat.
- 5.2.3 Minor Subdivision Submission Requirements: A minor subdivision plat shall be submitted with each of the items set forth in *Section 5.2.4, Major Subdivisions*, with the exception of the following:
- A. Open Space Standards in *Section 5.6: Development of individual lots in minor subdivisions shall comply with the Open Space Standards in the Town of Yemassee Zoning Ordinance or Development Standards Ordinance (DSO), whichever is greater; and*
 - B. *Sidewalk and Pathway Standards in Section 4.5, Development Standards Ordinance, unless the property is a new Planned Unit Development or within the Highway Corridor Overlay District.*

Maximum Review Period for Plat or Plan

- A. Once an application for review of a subdivision plat or other land development plan is considered complete, failure to act within sixty (60) days, shall constitute approval of the plat or plan, as set forth in *Section 6-29-1150 of the Code of Laws of South Carolina.*
 - B. A letter of approval or authorization to proceed shall be sent by the Community Development Director to the Applicant within this sixty (60) day period. If the plat or plan is not approved, a written statement detailing the deficiencies shall be sent to the Applicant.
 - C. The sixty (60) day time period may be extended by mutual agreement between the Town and the Applicant.
- 5.2.4 Review and Action by Town: If a proposed subdivision is determined by the Town in conformance with all applicable provisions of this Section and is approved by the Town, the Community Development Director shall so advise the Applicant in writing. A determination by the Town that all applicable provisions have not been satisfied shall result in disapproval of the subdivision and notice of such disapproval shall be given to the Applicant in writing.



5.2.5 Appeals

- A. Minor Subdivisions: Appeals of administrative decisions on minor subdivisions, made by the Community Development Director, shall be made to the Zoning Board of Appeals within thirty (30) days of the date the appealing party has received actual notice from the Community Development Director, in accordance with the procedures in *Article VIII, Appeals and Procedures, Town of Yemassee Zoning Ordinance*.
- B. Major Subdivisions: Appeals of Town Council decisions on major subdivisions, made by the Community Development Director, shall be made to the South Carolina Circuit Court.

5.2.6 Expiration of Approval: A subdivision approval shall expire unless a Certificate of Compliance is obtained within two (2) years of the approval, or unless recorded at the Beaufort and/or Hampton County Register of Mesne Conveyances.

Section 5.3 Certificate of Compliance

Applicability: The regulations set forth in this Article shall apply to any development, which has previously obtained subdivision or development plan approval pursuant to the provisions of this Section, or a prior Development Permit.

5.3.1 Certificate of Compliance Required: The development, or approved phase thereto, may not be occupied or used until a Certificate of Compliance has been obtained from the Town of Yemassee. Approved phases for purposes of this Article, shall be an approved phase through the subdivision or development plan approval process, or a phase thereof approved by the Community Development Director, or the Mayor's designee prior to a request for an inspection for a Certificate of Compliance. In order for a phase to receive a Certificate of Compliance, that approved phase must be able to function alone with all required infrastructure including, but not limited to, access drives, parking, drainage facilities, utilities, and required landscaping/tree planting.



Determination of Compliance

- A. Upon completion of all development work and simultaneous with the Applicant's request to the Town for a final site inspection, the Applicant shall submit the applicable documents to the Community Development Department for review and approval.
- B. Following the review of the materials submitted above, the Community Development Director shall schedule and conduct a final inspection for the purpose of verifying compliance with all applicable provisions of this Section, requirements of subdivision approval, development plan approval or permit, and any other applicable approval.
- C. Upon determination of compliance, the Town shall complete a Certificate of Compliance and forward it to the Applicant.

5.3.2 Temporary Certificate of Compliance

- A. At the discretion of the Town, a Temporary Certificate of Compliance may be issued for a period to be determined by the Town, up to a maximum of six (6) months, for a subdivision, site, or structure.
- B. No Temporary Certificate of Compliance shall be issued for a development, or approved phase thereof, unless:
 - 1. Development is substantially complete and the site is in a safe, accessible, and useable condition; and/or
 - 2. Development surety has been provided to the Town.

Section 5.4 Subdivision Standards

Purpose and Intent: The purpose of subdivision layout is to create a functional and attractive development with infrastructure and lots appropriately sized and located to minimize adverse impacts. The intent of this Section is to provide clear requirements and guidelines for subdivision design for both major and minor subdivisions.



5.4.1 General Requirements

- A. Layout of the development shall be based on complete site analysis. Streets and lots shall be designed and situated to minimize alteration of natural and historical site features to be preserved.
- B. The subdivision layout shall consider the practicality and economic feasibility of development of individual lots, including the environmental characteristics, size of the site, and the requirements of this Ordinance.
- C. Unique and fragile elements including, but not limited to, wetlands, significant stands of trees, and individual trees of significant size shall be preserved, where practical, with development reserved for environmentally stable areas.
- D. Open space and recreational areas shall be planned in accordance with *Section 5.6*.
- E. Street, sidewalk, and pathways shall be planned in accordance with *Article IV, Section 4.5*.
- F. To the extent practical, the proposed development shall be coordinated with all existing and officially approved plans for the surrounding community.
- G. Lots shall be situated so that stormwater may be easily directed away from buildings. In subsequent site-specific development, lots shall be configured so that buildings and general flood sensitive site facilities can be located out of drainage ways.
- H. All subdivisions shall be served by central water and sewer service unless the Town and the utility service provided agree that service is not feasible.

Layout of Lots and Blocks

- A. Subdivisions may be laid out in conventional, cluster, or a combination of block/lot designs.
- B. The lot configuration and shape shall provide satisfactory sites for buildings, be property related to topography, natural elements, access, drainage and utilities, and conform to all requirements of this Ordinance.



- C. Lots shall be as nearly rectangular in shape as practical, given consideration of environmental features. Side lot lines shall be perpendicular to straight streets, and radial to curved streets and cul-de-sac turnarounds as practical. The dimensions of corner lots shall permit the required building setbacks from streets and site triangles. Lots shall not be designated with irregular shapes for the purpose of access or to obtain street frontage.
- D. The number of lots within a block shall be as appropriate for the location and the type of development contemplated as practical. Visual monotony created by excessive blocks of lots that are not interrupted by intersections, open space, buffers, and/or features shall be avoided.
- E. Pathways are encouraged throughout the subdivision. Pathways may be required by the Community Development Director to provide circulation or access to schools, playgrounds, shopping, or other community facilities. Interconnection with other pathways is also desirable.

Street Access

- A. All major subdivisions shall have direct access to a public street.
- B. Minor subdivisions shall be permitted to provide alternative access in accordance with *Section 4.4.B and C*.

Miscellaneous Standards

- A. **Applicability:** Subdivisions shall comply with all applicable design and performance standards of this Ordinance. Setback and buffer standards shall apply to the perimeter of all subdivisions. Setback and buffer areas may be within individual lots if shown on the plat to be recorded. Any question of applicability shall be determined by the Community Development Director.
- B. **Monuments and Markers:** At all lot corners there shall be placed, a concrete marker installed per standard surveying techniques. Horizontal control monuments shall be placed in the pavement of subdivision streets so that no lot is more than two thousand (2,000) feet from a control monument. The control monument shall be placed in a manner satisfactory to the Town Engineer. As an alternate to the above requirement, control monuments may be placed in open space areas, park areas and the like, and may be of the type commonly used in the area and installed according to the common practice,



as approved by the Town Engineer. The overall survey control system may be one established by the Planning Commission.

- C. Subdivision Name: Every subdivision shall be given a name by which it shall be legally known. Such a name shall not be the same, or in any way so, similar to any name appearing on any recorded plat in Beaufort and/or Hampton County as to confuse the records or to mislead the public as to the identity of the subdivision, except when the subdivision is subdivided as an additional unit or section of the subdivision by the same Developer or his successors in title. Every subdivision's name shall have legible lettering of the same size and type. The name of the subdivision shall be shown in the dedication and shall coincide exactly with the subdivision.
- D. Addressing and Lot Numbering: Each block shall be numbered, and the lots within each block shall be numbered consecutively and in a logical manner to allow easy emergency access. Proposed street names and numbering will be obtained through Beaufort and/or Hampton County Office of Emergency Management. Every subdivision shall be given a name by which it shall be legally known. Such a name shall not be the same, or in any way so, similar to any name appearing on any recorded plat in Beaufort and/or Hampton County as to confuse the records or to mislead the public as to the identity of the subdivision, except when the subdivision is subdivided as an additional unit or section of the subdivision by the same Developer or his successors in title. Every subdivision's name shall have legible lettering of the same size and type. The name of the subdivision shall be shown in the dedication and shall coincide exactly with the subdivision. Addresses shall be indicated in parentheses on each lot on one (1) separate, eleven (11) inch by seventeen (17) inch reduced copy of the final plat submitted to the Community Development Department. Addresses will be obtained by the Beaufort and/or Hampton County Office of Emergency Management.
- E. Lot Size and Septic System: Subdivisions creating lots where the Town and utility provider agree that public sanitary sewer is unavailable, shall demonstrate that all lots are seized to accommodate septic systems. Clearance of said systems from property line is mandatory, and septic easements shall be recorded with the subdivision plat. SCDHEC review of the subdivision shall be required.
- 5.4.2 Issuance of Certificate of Occupancy: A Certificate of Occupancy shall not be issued by the Town's Community Development Department until either a Certificate of Compliance has been issued by the Town for the site or phase thereof in which the building is located.



Section 5.5 Development Sureties

Applicability

- A. Development sureties as set forth herein shall be required for:
 - 1. Any development for which a Temporary Certificate of Compliance is being issued pursuant to *Section 5.3.4*; and
 - 2. Any development involving the division of land or buildings into single or multiple ownership lots or units, where the actual sale of such lots or units may commence prior to the fulfillment of all requirements of this Section and all conditions of approval.
- B. Development surety shall not be required for any development involving the division of land or buildings into single or multiple ownership lots or units, where sale of such lots or units will not occur prior to the completion of all development work required by this Section and all applicable approvals. Any related plat or plan shall be stamped “for construction only, no recording authorized”.

Types of Surety

- C. The following types of development sureties may be accepted by the Town:
 - 1. Cash;
 - 2. A bank certified check payable to “Town of Yemassee”;
 - 3. An irrevocable letter of credit naming the Town of Yemassee as beneficiary; and
 - 4. A performance bond by a surety firm, approved by the Town Attorney, naming the Town of Yemassee as beneficiary.
- A. A letter of credit or performance bond shall be approved by the Town Attorney for content, format, and conditions. The approved original shall be held in the Town safe.



- 5.5.1 Acceptance of Surety: Prior to the Town's acceptance of any such development surety, the Applicant shall submit to the Community Development Director a copy of a contract signed by both the Developer and Licensed Contractor or an itemized and certified cost estimate prepared by a Licensed Contractor, Registered Engineer, Registered Architect, Registered Landscape Architect, or any combination thereof, which will cover the costs for completion of all required improvements.

Amount of Surety

- A. The amount of any such development surety shall be the aggregate amount of the contract or cost estimate approved by the Town that equals at least one hundred twenty-five (125) percent of the improvement costs, plus a fifteen (15) percent contingency fee and an additional ten (10) percent administrative fee. This aggregate amount shall be considered to be the face amount/value of the development surety for determining the appropriate amount of the non-refundable filing fee.
- B. The contingency fee is required to ensure completion of work which may have been underestimated or unanticipated. The administrative fee is required to cover any potential cost incurred by the Town in administering completion of any unfinished portion of the work and may include, but shall not be limited to, staff time and expenses, and/or possible professional consultant fees.

Release of Surety

- A. Subsequent to final on-site inspection and issuance of a final Certificate of Compliance by the Community Development Department that all secured work has been completed, the surety, or any remaining balance thereof, shall be released. In the case of a cash or certified check surety, any interest earned during the time of deposit of such surety in a Town account, shall be included in the total amount due at the time of final release.
- B. A release of an appropriate portion of a development surety, which has been accepted by the Town in the form of cash or certified check (hereinafter a "drawdown") or amendment of the face value of any letter of credit or performance bond (hereinafter a "markdown") that has previously been accepted by the Town may be permitted provided that:



1. Prior to a request for a drawdown or markdown, the Applicant shall submit, to the Community Development Director, the contractor's itemized list of work completed and work remaining as secured by the surety, which has been certified by the project engineer or owner;
2. The Community Development Department has inspected the work site and has verified in writing that, to the best of his/her knowledge, all such respective work has been completed;
3. The requested drawdown or markdown shall be at least twenty (20) percent of the original face value of the approved surety, but not less than ten thousand (10,000) dollars;
4. No more than one (1) such drawdown or markdown shall be approved during any thirty (30) day period, except for the request for a final drawdown or markdown; and
5. In all cases where a drawdown or markdown is requested, the contingency fee and the administrative fee shall remain intact until the work secured by the development surety is verified by the Administrator to have been completely finished and a final drawdown or markdown has been requested.

Time Limits on Surety: Time limits on development sureties shall be as follows:

- A. The maximum length of time for which a development surety may be held by the Town shall be twelve (12) months, except as provided for below. Any development surety submitted as a letter of credit or performance bond shall state on its face that, subsequent to the date of expiration, the Town as beneficiary shall have thirty (30) days from the date of expiration to make demand upon the issuing bank or agency for the honoring of such surety, if the respective work has not been fully completed; and
- B. Any development surety submitted as a letter of credit or performance bond shall also state, that written notice of the imminent expiration of such surety shall be given to the Town by the surety issuer or Developer not less than thirty (30) days prior to the date of expiration.

Failure to Complete Work: If all secured development work has not been completed as of the stated date for such completion, the Town shall contract to complete the remaining work following normal Town bidding procedures.



- A. In the case of a cash or certified check surety, take possession of the full amount or remaining balance of such surety.
- B. In the case of a letter of credit or performance bond surety, make demand upon the issuer of such surety for immediate payment to the Town of the full or amended face value of such surety.

Section 5.6 Open Space Standards

General Open Space Standards

- A. All development shall include open space areas as part of the site development plan. Open space as required herein shall generally mean all areas not utilized for buildings, roads and parking, loading areas, or accessory structures. Areas qualifying as open space include, but are not limited to, natural undisturbed areas, landscaped areas, lagoons, ponds, and lakes, natural freshwater wetlands, dedicated wildlife preserves, buffer areas, and ancillary recreational amenities such as swimming pools, tennis courts, and golf courses.
- B. Open space for a given development shall be a minimum of thirty-five (35) percent.
- C. Minor subdivisions (less than five (5) lots) shall be exempt from the provisions of this Section; however, development of individual lots in minor subdivisions shall comply with the *Open Space Standards* in the *Town of Yemassee Zoning Ordinance*, or *Development Standards Ordinance (DSO)*, whichever is greater. In addition, expansion of a minor subdivision onto adjacent parcels, such that the total number of lots in the subdivision is greater than five (5), shall require the provision of open space calculated based upon the entire subdivision. Evidence of expansion of a subdivision shall include, but not be limited to, contiguous ownership of the tracts to be developed, or extension of existing streets to serve additional area.



Common Open Space Standards

- A. Common Open Space Required: In major residential subdivisions, a percentage of the required general open space shall be specifically restricted to use as common open space through deed restrictions, covenants, public dedication, or other method acceptable to the Community Development Director. The percentage of required general open space needed to satisfy this standard, is in accordance with the area regulations for the base district the site lies.
- B. Requirement: Common open space shall be a minimum of twenty-five (25) percent of total open space required by the area regulations of the base district the development lies within, but not less than fifteen (15) percent of gross acreage, whichever is greater, and shall be legally described and depicted on the subdivision plat to be recorded.
- C. Depiction: The common open space shall be depicted on any plat of the development submitted for approval to record. In rental apartment developments or other residential developments not requiring subdivision of land and subsequent recording of a plat, no recording of a plat depicting common open space shall be required, but the restricted area shall be identified on the approved Development Plan. The restricted area shall be referred to in this Section as "common open space".
- D. Types of Land Included: Lands included as common open space may include historic sites or lands planned for active recreational uses, such as golf courses, tennis courts, areas for other court games, pedestrian, bike and equestrian trails, plaza areas for crowd congregating, playfields, picnic areas, horse stables, or passive recreation areas.
- E. Environmental Land Included: Common open space may also include areas subject to environmental restrictions, such as wetlands, which shall be planned for limited use and access and appropriate protection, in accordance with other sections of this Ordinance pertaining to each environmentally sensitive feature. However, these areas shall not be more than fifty (50) percent of the total required common open space.
- F. Accessibility Required: Required common open space shall be reasonably accessible from all parts of the development, especially by pathways. Wherever feasible, the common open space shall connect into existing town parks, recreation, or conservation lands, historic sites, or lands proposed for park, recreation, or conservation in the *Comprehensive Plan*, or lands in



adjacent developments that are set aside, or proposed to be set aside, for common open space.

Common Recreational Open Space

A. Common Recreational Space Required

1. In major residential subdivisions, at least twenty-five (25) percent of the common restricted or dedicated open space required above shall be reserved for common recreational uses for the development such as those described in *Section 5.6.2* above. The purpose shall be to insure a reasonable level of accessible recreational facilities for the residents of the development, thereby minimizing the need for expenditure of public funds to provide such recreational facilities.
2. At the time of submission of an application for a Development Plan approval, the Applicant shall specify the location of the common recreational open space and the type of recreational uses and facilities to be located therein.

B. Alternatives: As an alternative to meeting the common recreational open space requirements set forth above and based on documented hardship with no other options available, the Applicant may, at the Planning Commission's discretion, either contribute recreational, conservation, or open space land, or provide a payment in lieu of such contribution, as set forth below. Any contribution or payment in lieu thereof is due prior to recording the plat.

1. **Contribution of Recreational Land:** The Applicant may contribute comparable land as an expansion to existing or proposed common recreational open space area for a Planned Unit Development, Homeowners Association, or similar neighborhood entity of which residents of the development will be a part. Such common recreational open space area shall be reasonably accessible, in the opinion of the Community Development Director, and funded in a manner adequate to maintain it.
2. **Contribution of Conservation or Open Space Land:**
 - a. The Applicant may contribute land that has been designated Conservation Preservation District (CPD) to the Town, or such entity as the Community Development Director may approve.



- b. Such contributed land shall be at least equal in size to that, which would otherwise be designated common recreational open space for the residential development, or one-half (½) acre, whichever is greater in size.
 - c. The Community Development Director, or the Mayor's designee shall determine whether the land to be conveyed is appropriate for use as common recreational open space for the public or residents of the residential development. Among the factors to be considered by the Community Development Director in making such determination, shall be the accessibility of the land to be conveyed and, whether the size and physical characteristics are appropriate.
3. Reduction of Common Open Space: When a contribution of other land occurs or payment is made, the amount of common open space required may be reduced by the developer in an amount equal to that, which would otherwise have been required for common recreational open space.

5.6.1 Ownership and Maintenance

- A. Maintenance: Common open space areas shall be maintained so that their use and enjoyment as open space is not diminished or destroyed. Common open-space areas shall be owned permanently, preserved and maintained by any of the following mechanisms or combinations thereof:
1. Dedication of common open space to an appropriate public agency, if there is a public agency willing to accept the dedication;
 2. Common ownership of the open space by a Property Owner's or Homeowner's Association or a similar entity approved by the Community Development Director, which assumes full responsibility for its maintenance; and/or
 3. Deed-restricted private ownership, which shall prevent development and/or subsequent subdivision of the common open-space land and provide for the maintenance responsibility.
- B. Organization Responsible: Such organization shall not be dissolved and shall not dispose of any open space, by sale or otherwise, except to an organization conceived and established to own and maintain the common open space for the benefit of such development, and thereafter such organization shall not be dissolved or dispose of any of its common open space without first offering to dedicate the same to the Town or an appropriate public agency.



1. If the organization established to own and maintain common open space or any successor organization shall fail to maintain the common open space in reasonable order and condition and in accordance with reasonable health, safety, and welfare standards, the Town may serve written notice upon such organization or upon the residents and owners setting forth the manner in which the organization has failed to maintain the common open space in reasonable condition.
2. Said notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof. If such deficiencies are not corrected within such time, the Town shall serve written notice of a hearing on the matter, and shall state the date and place of a hearing thereon which shall be held within fifteen (15) days of that notice.
3. At such hearing, the Town may modify the terms of the original notice as to the deficiencies and may give a reasonable extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof shall not be corrected within the thirty (30) days, or any extension thereof, the Town in order to preserve the taxable values of the properties and to prevent the common open space from becoming a public nuisance, may enter upon such common open space and maintain the same for a period of one (1) year.
4. The entry and maintenance shall not vest in the public any rights to use the common open space, except when the same is voluntarily dedicated to the public by the owners.
5. Before the expiration of the year, the Town shall, upon its initiative or upon the request of the organization theretofore responsible for the maintenance of the common open space, call a public hearing upon notice to such organization and to the owners of the development, to be held by the Town.
6. At said hearing, such organization and the owners of the development shall show cause why such maintenance by the Town shall not, at the election of the Town, continue for the succeeding year.
7. If the Town shall determine such organization is not ready and able to maintain the common open space in a reasonable condition, the Town may, in its discretion, continue to maintain the common open space during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter.



8. The decision of the Town in any such case shall constitute a final administrative decision subject to judicial review.

Costs May Be Assessed: The cost of such maintenance and any administrative costs by the Town shall be assessed ratably against the properties within the development that have a right of enjoyment of the common open space and, if not paid, shall become a tax lien on the properties. The assessments or charges shall be subordinate in lien to the lien of any mortgage or mortgages on the property, which is subject to such assessments or charges regardless of when the mortgage or mortgages were created, or when such assessments or charges accrued. The Town, at the time of entering upon the common open space for the purpose of maintenance, shall file a notice of such lien in the office of the County Register of Mesne Conveyances upon the properties within the development affected by such lien.



ARTICLE VI

DEVELOPMENT PERMITS

Section 6.1 Permits Required

No development shall be undertaken within the Town of Yemassee except in accordance with the procedures established in this Ordinance.

Section 6.2 Development Exempt From Permit

The following types of development shall be exempt from obtaining a Development Permit under the provisions of this Article. These developments are, however, subject to the provisions of Article IV of this Ordinance. Compliance with the provisions of Article IV for this Code is checked off as part of the administrative process of obtaining a Town Building Permit from the Town Department of Building Inspections.

- A. Any single-family residential structure, including a mobile home, on an individual parcel, tract, lot of record, or on a lot within a platted subdivision existing prior to the adoption of this Ordinance or approved under this Ordinance;
- B. The construction or addition of single-family residential units on family property for occupancy by members of the same family. Applications must be accompanied by a signed statement indicating that the property is family land and existing or proposed occupancy by family members only;
- C. Accessory uses incidental to the enjoyment of a single-family residential structure (i.e. detached garage, swimming pool, pump house, and private use fish ponds where no materials are removed from the property);
- D. Home occupations confined within a residential structure;
- E. All farm and farm related structures (*See Section 10.2.29, Article X, Definitions*);
and
- F. Any structure or use expressly approved as integral to a development permitted in accordance with the provisions of this Article.



Section 6.3 Approval of Development

The Town administration shall be responsible for issuance of Development Permits under the provisions of this Ordinance.

Section 6.4 Conditions for Development Plan Approval

If the conditions set forth in this Section are satisfied, the Planning Commission shall approve the Development Plan and direct the issuance of a permit. Said permit shall authorize the Applicant to:

Record a Subdivision Plat, where appropriate;

Commence all improvements to the land and the construction of all support facilities as specified by the permit; and

Commence the construction of all buildings and facilities shown by the Development Plan and specified by the permit.

- 6.4.1 The following conditions shall be met prior to Development Plan approval (Phased planned developments shall be treated, insofar as this Section is concerned, by phases, not withstanding general approval of the entire plan):
- A. The Applicant has complied with the procedures of this Ordinance and has furnished all information and data expressly required by this Ordinance;
 - B. The Development Plan complies as a whole, or in the case of phased planned developments in relevant part, with the provisions of *Article IV and Article V* of this Ordinance;
 - C. The Applicant has satisfactorily demonstrated his ability and intent to complete the proposed development and to meet all obligations agreed to or incurred as a result of conformance with this Ordinance, within a reasonable time period and in accordance with all conditions of the permit;
 - D. The Applicant has established adequate legal safeguards to ensure compliance with the approved Development Plan and to provide for adequate management of the development regardless of future ownership or control of the land or facilities thereon;
 - E. The Applicant has given legal guarantee (where applicable) of the installation and maintenance of water systems, sewer systems, drainage systems, street



systems, open space areas, and any other improvements indicated on the final plat in lieu of actual construction of improvements prior to final approval. Such guarantees area applicable only to residential developments involving the sale or other transfer of lots, building sites, or buildings. Guarantees may be in the form of:

1. Letter of commitment from a public agency providing service (such as municipality or public service district providing the water or sewer systems);
 2. Dedication to and acceptance by the County of permanent public-maintenance of streets and/or drainage systems or open space areas;
 3. Establishment of an automatic homeowners association;
 4. Performance bond underwritten by an acceptable South Carolina licensed corporate surety;
 5. County government lien against the development property;
 6. Escrow account;
 7. Irrevocable bank letter of credit;
 8. Cashiers check payable to the Town of Yemassee;
 9. Any other means acceptable to the Town Council;
- F. For all time sharing (internal ownership) units, the Developer must show, prior to commencement of sales, a Financial Plan demonstrating its capacity to fund maintenance and other preferred services;
- G. Prior to submitting plans for preliminary plan approval on a project containing an element critical to that development involving other agencies including, but not limited to, the South Carolina Coastal Council, Army Corps of Engineers, and DHEC, the Applicant shall seek preliminary comments from such agencies regarding:
1. Protection of water quality in adjacent waterways and wetlands; and
 2. The long-term operating viability of any mechanism or process associated with the element. Comments from the respective agencies will be required in writing at the time of preliminary plan submission.



Section 6.5 Variances

See the *Town of Yemassee Zoning Ordinance, Article VII.*

Section 6.6 Project Denial

The Town Administration has the right to request approval from the Planning Commission on any project. Town Administration and Planning Commission shall deny approval of a Development Permit only if they find that the proposed development does not comply with the expressed provisions of this Ordinance.

Section 6.7 Rights Attaching to Development Permits

Changes to this Ordinance, which become effective after an application for a Development Permit has been filed, but before the permit has been granted, apply to the pending application unless it is determined that the ordinance change would place a unique hardship on the Applicant in having to modify the application to conform with the change.

- 6.7.1 A change in this Ordinance, which becomes effective after a Development Permit has been granted, shall not apply to the permitted development unless such permit shall have expired as provided for in *Section 6.8* of this Ordinance.
- 6.7.2 A Development Permit is assignable, but an assignment does not discharge any assignor or assignee from the requirements of the approved permit or from any obligation owed to the County in connection with the development unless the Planning Commission approves the discharge of obligations.

Section 6.8 Expiration of Development Permit

Any permit approved under the provisions of this Article shall become invalid one (1) calendar year from the date of its issue unless:

- A. Otherwise specified by the permit;
- B. The Subdivision Plat has been recorded; and/or
- C. An appreciable amount of improvement or development of the land has commenced in accordance with the approved permit, as determined by the Development Review committee, which in the case of phased developments shall be understood as improvement or development of the permitted phase of such development.



- 6.8.1 The Planning Commission may grant one (1) extension for a period of one (1) calendar year upon request of the Applicant.

Section 6.9 Revocation of Development Permit

Any permit approved under the provisions of this Ordinance may be revoked by the County upon determination that conditions related to a development activity permitted have changed or been altered from that which was approved for the particular permitted development, or which is not in compliance with the provisions of this Ordinance.

- 6.9.1 Revocation of a Development Permit immediately ceases all authorized construction, work, or sales associated with the development activity.
- 6.9.2 The Developer shall be notified in writing of permit revocation and may apply for reinstatement of the permit by correcting the deficiency for which revocation action was taken.

Section 6.10 Public Dedication of Improvements

A Developer may, at his option, choose to dedicate, for permanent public ownership and maintenance, road, drainage, water and sewer systems within developments involving the sale of lots, units, or building sites to consumers.

- 6.10.1 Upon the filing of any plan, all intended offers of public dedication must be formally expressed in writing, setting forth clearly the improvements to be dedicated and government body or agency to which dedication is to be made. The Development Administrator will forward such notices of intent to the appropriate agency for which dedication is intended and advise the Applicant of persons to contact regarding required specifications and conditions to be met prior to formal acceptance.
- 6.10.2 With the filing of a final plan application, the Developer shall submit final plans and design specifications required by agencies to which dedication is intended, and receive final design approval from such agencies.
- 6.10.3 Following final plan approval by the Development Review Committee, construction of required improvements may commence and upon completion of construction, the Developer shall contact the agencies to which dedication is intended for final inspection prior to acceptance.



- 6.10.4 Upon certification for acceptance by the appropriate agency official, the Developer shall prepare necessary plats, easements, or deeds, as required, and obtain final acceptance by the Town Council of the dedicated improvement.
- 6.10.5 In the event of non-acceptance of the completed improvement for public ownership and maintenance, the Developer shall submit and obtain approval of an alternate method of ownership and maintenance of improvements.
- 6.10.6 No lot, unit, or building site may be sold until offers of public dedication have been formally accepted or alternate methods of ownership and maintenance of required improvements have been approved and legally established except that the Developer may, at his option, post a maintenance bond with the Town, in an amount sufficient to maintain the improvements as determined by the Town Administrator.

With the posting of such bond, the Developer may record appropriate plats and sell platted lots, units, or building sites while completing the process of public dedication or establishment of alternate methods of ownership and maintenance of required improvements.

Section 6.11 Private Roadways

The Town of Yemassee does not accept title to roads within a subdivision for maintenance and upkeep. Any deviations from this policy must be done by the Town Council by Ordinance.



ARTICLE VII

ADMINISTRATION, APPEAL, COMPLAINTS, AND REMEDIES

Section 7.1 Administration

This Article defines the department officer responsible for the overall administration of this Ordinance; specifies the powers of that department officer; sets forth procedures for the filing of development applications and the issuance of permits including the establishment of time limits; establishes the foundation and procedures for the appeal of rulings made under this Ordinance; and set forth remedies and penalties for violation.

Section 7.2 Grant of Power to Administer and Enforce

The Town of Yemassee Town Council delegates the responsibility and authority for administration of this Ordinance to the Town Mayor and the Planning Commission as described in this Ordinance until such time or a Town Administrator or Community Development Director is employed. They shall:

- A. Prepare and publish rules and procedures relating to the administration of this Ordinance;
- B. Review and approve or disapprove all permit applications in accordance with Article VI of this Ordinance;
- C. Issue permits in accordance with the provisions of this Ordinance;
- D. Review and recommend action, when applicable, to the Town Council and the Yemassee Zoning Board of Appeals;
- E. All other responsibilities and powers granted explicitly by this Ordinance; and
- F. All other authority lawfully delegated to it by Town Council legislation.

Section 7.3 Approvals

The Yemassee Planning Commission hereby delegates all permitting responsibilities to the Building Inspector or other designee.



Section 7.4 Permit Applications

Pre-application Conference: Although not mandatory, prior to the filing of a formal application, the Applicant is encouraged to consult with Town Administration or Planning Commission for comments and advice on the procedures, specifications, and applicable standards required by this Ordinance. The Town's Planner, or a designated representative, shall be available for such purposes at the request of the Applicant at a time mutually agreeable to both parties.

Application Process: The Owner, Developer, or otherwise responsible agent initiates the permit procedure by filing a final application with the Town in accordance with the provisions of this Section.

- A. To defray some of the administrative cost associated with processing development applications, a filing fee must accompany each application according to the schedule contained in the *Town of Yemassee Municipal Code*. No action by Town Administration shall be taken until the filing fee is paid. This fee shall not be refunded should the Applicant fail to file a final application for a Development Permit or should a preliminary application be disapproved. Re-filing of a previously disapproved application shall be subject to a filing fee equal to one and one half (1½) of the initial filing fee, provided such re-filing occurs within one (1) year of the initial filing.
- B. To notify adjacent property owners, landowners, and residents in the immediate vicinity and the general public of impending development activity, Applicants for Development Plan approval shall post a notice of development at least two (2) weeks prior to the scheduled review meeting at which the development application is to be reviewed. The notice sign shall be obtained from Town Administration and erected on the development property readily visible from the most traveled thoroughfare adjacent to the property. Cost of the sign will be borne by the Applicant. The Town will not review applications for which the prescribed notice sign has not been posted in accordance with the provisions of this Section.

Application Format and Content

- A. Subdivision of Land: The application for subdivision of land shall contain:
 1. Twelve (12) black or blue line prints of the subdivision layout;



2. The names and addresses of the owner(s) of record and the Applicant, if different from the owner;
3. A legal description of the property and a boundary survey with the computed acreage of the tract bearing the seal of a Registered Land Surveyor;
4. The location of primary control points or descriptions, and ties to such control points to which all dimensions, angles, bearings, block numbers, and similar data shall be referred;
5. The proposed name of the subdivision;
6. Names of the owners of contiguous parcels and an indication of whether or not contiguous parcels are developed, or a Development Permit has been obtained;
7. A map or Site Plan showing:
 - a. The location, dimensions, descriptions, and flow line of existing watercourses and drainage structures within the tract or on contiguous tracts;
 - b. Location of municipal limits or county lines, and district boundaries, if they traverse the tract, form part of the boundary of the tract, or are contiguous to such boundary;
 - c. Vicinity map or sketch showing the general relationship of the proposed development to the surrounding areas with access roads referenced to the intersection of the nearest state primary or secondary paved road. Reference distances shall be shown in feet if less than one thousand (1,000) feet and in miles or tenths of a mile if greater than one thousand (1,000) feet;
 - d. Topographic survey when required by the Town;
 - e. The location, dimensions, name, and description of all existing or recorded streets, alleys, reservations, easements, or other public rights-of-way within the tract, intersecting or contiguous with its boundaries or forming such boundaries;



- f. The location, dimensions, descriptions, and names of all existing or recorded residential lots, parks, public areas, permanent structures, and other sites within or contiguous with the tract;
8. Proposed lot layout, street design, and street right-of-way widths;
9. Proposed street names;
10. Proposed drainage system layouts;
11. Proposed water system layout, except where individual wells are proposed;
12. Proposed sewer system layout, except where individual septic tanks are proposed;
13. Proposed open space areas (where applicable);
14. Where applicable, surveyed line delineating the extent of any special District boundary on the development property;
15. Where applicable, topographic contour line corresponding to the one hundred (100) year flood elevation affecting the proposed development property;
16. Tree survey as specified in *Section 5.2.1; 4.24; and 4.14;*
17. Other affected agencies preliminary comments or approvals on elements of the proposed subdivision over which such agencies have approval or permitting authority;
18. Letters of capability and intent to serve community water supply and sewage disposal (where applicable from the affected agency or entity);
19. The Planning Commission may require submission of additional data or proposed methods of addressing other pertinent matters relative to the proposed development where, owing to the nature, size, and location of the proposed development, particular elements critical to the health, safety, and welfare of the community and its citizens should be addressed. Such elements may be, but are not limited to, hurricane evacuation, other emergency preparedness and response, environmental preservation, historical preservation, shoreline erosion, public access, community linkages, public education and the like;



20. A narrative addressing:

- a. Proposed ownership and maintenance of streets, drainage systems, water and sewer systems, open space areas, parking areas, and other proposed amenities and improvements;
- b. Proposed phasing and time schedule if development is to be done in phases; and
- c. In a Beach Development District, a plan to preserve sand dunes and shore vegetation.

B. Other Development: The application for other development shall contain:

1. Six (6) black or blue line prints of the development Site Plan;
2. Name and address of owner of record (Developer/Applicant);
3. Name of development, north point, graphic scale, and date;
4. Name of county, project location, tax map, and parcel number;
5. Bearings and distances of all property lines, tract acreage, location of property markers, and seal of Registered Land Surveyor;
6. Location, size, and type of all existing easements on or immediately adjacent to the development property;
7. Existing railroads, streets, drainage ditches, watercourses, city limit lines, and utility lines on or adjacent to the development property;
8. Names of all contiguous land owners and indication of all contiguous property land uses (residential, commercial, industrial, institutional, agricultural, wooded/vacant, etc);
9. Tree survey as described in this Ordinance and indication of trees proposed for removal. (Note: It is the expressed intent of this Ordinance that every effort be made in the design and layout of development projects to conserve as many trees as possible;
10. Proposed building locations, ingress/egress, circulation/maneuvering facilities and areas, parking areas, loading/unloading areas, storage areas,



work and other activity areas, and facilities properly dimensioned and labeled;

11. Stormwater Drainage Plan;
12. Water and sewer system layouts, or well and septic tank locations, where applicable;
13. Underground electric, telephone, and gas service layouts by the respective utility companies, signed and dated with reference to the nearest point of existing utility lines;
14. Existing and proposed fire hydrant locations (where applicable);
15. Location, size, and type of all proposed easements;
16. Proposed setbacks, buffer, and screening (where applicable);
17. Proposed open space and landscaped areas;
18. Fire Official and other required agency permits or approvals;
19. Solid Waste Disposal Plan or letter of intent to provide contract service by a private refuse collection agency or the like;
20. Agreements, contracts, or letters of intent to provide water supply or sewage disposal service by a municipality, other government authority, public service district, or private utility company, where applicable; and
21. For development projects on property which is not immediately contiguous to a public road, street, or highway and where such proposed project involves the sale of residential, commercial, industrial, or institutional condominium, townhouse, or other such unit or space, the Applicant shall submit copies of recorded deeds, plats, or easements clearly documenting access to the development property.

Approval Process: Upon receipt of the preliminary application, the Town Administrator shall review the application for conformity with the format and content requirements of this Section. If discrepancies are found, the Administrator shall, within ten (10) working days, notify the Applicant of all discrepancies and return the application for correction.



- A. If the Town Administrator finds that the preliminary application conforms to the format and content provisions of *Section 7.4.2* (s)he shall record the application and the date of its receipt, and shall submit the application for review.
 - B. The Town Administration or Planning Commission shall review all preliminary applications within thirty (30) days of the application filing date and take one (1) of the following actions:
 - 1. Approve the application;
 - 2. Approve the application with conditions; or
 - 3. Disapprove the application.
 - C. The Applicant shall be notified in writing of Development Review Committee action by the Development Administrator. If the application is disapproved, the written notice to the Applicant shall specify the reasons for disapproval.
 - D. Approval, where granted by the Town, shall be two (2) years from date of such approval.
- 7.4.1 Approval of the application shall be deemed an expression of approval of the development concept and preliminary site design submitted, and invites the Applicant to proceed with more detailed planning and design prior to submission of a final application. Preliminary application approval does not authorize the recording of a Subdivision Plat nor the sale or transfer of subdivided property except as provided for *Section 7.4.6*.

In addition, the Town shall act on the posted bond and cause the improvements to be completed on behalf of lot purchasers in the development. Extension to the twelve (12) month time period afforded for completion of improvements may be granted one (1) time by the Town.

- A. Such requests must be submitted in writing prior to the expiration date and accompanied by:
 - 1. An explanation of why the extension is necessary;
 - 2. Signed/dated agreement with the extension by all lot owners in the subdivision to date;



3. Amount of work completed and costs remaining for incomplete work; and
 4. Amended bond or surety for incomplete work.
- B. Upon receipt of the final application, the Town Administrator shall review the application for conformity with the format and content requirements of this Section. If discrepancies are found, the Administrator shall within ten (10) working days notify the Applicant of all discrepancies and return the application for correction.
- C. If the Administrator finds that the final application conforms to the format and content provisions of this Section, (s)he shall record the application and the date of its receipt, and shall submit the application to the Planning Commission.
- D. The Planning Commission shall review all final applications and may, at its discretion, call a public hearing in accordance with the provisions of this Article. Within sixty (60) days of the application filing date, Planning Commission shall take one (1) of the following actions:
1. Approve the application; or
 2. Disapprove the application
- E. In the event the application is approved, the Administrator shall issue a permit authorizing the Applicant to commence development or file a Subdivision Plat (where appropriate).
- F. If the permit is denied, the Administrator shall notify the Applicant of such action in writing specifying the reasons for such denial.
- G. In the event, the Planning Commission does not take action within sixty (60) calendar days of the filing date of the application, the application shall be deemed to have been approved and a certificate to that effect shall be issued by the Administrator upon demand.

Section 7.5 Documentation of Rulings

Any ruling made by the Development Review Committee under the provision of this Ordinance, shall be issued in writing, and shall include written findings of fact and conclusions, together with the reasons therefore to the extent practicable. Conclusions based on any provision of this Ordinance shall contain a reference to the provision on which the decision was based.



Section 7.6 Changes to Approved Plans

Changes to approved plans involving, but not limited to, street and parking layouts, water, sewer, drainage, density, access, setbacks, buffer zones, and tree removal shall be submitted to and approved by the Planning Commission.

Section 7.7 Public Hearings

Public hearings required or called under the provisions of this Ordinance shall proceed in accordance with this Section. Other than, those expressly provided for in the Ordinance, public hearings may be called only when the issues raised by the proposed development, in the judgment of the Planning Commission, have sufficient impact as to warrant public discussion.

At least fifteen (15) days in advance of a hearing, the Town Administrator shall publish notice of the hearing in a newspaper of general circulation, and shall give notice individually to the following:

- A. The Developer, Property Owner, or Applicant; and
- B. Any other person, agency, or organization that may be designated by this Ordinance.

The notice shall:

- A. Give the time and place of the hearing;
- B. Contain a statement describing the subject matter of the hearing; and
- C. Specify the officer or employee of the County from whom additional information can be obtained.

- 7.7.1 The notice shall specify the governmental authority, commission, agency, or officer responsible for conduct of the hearing and before which the hearing shall be held, and shall designate the presiding officer.

A written statement giving the name and address of the person making the appearance, signed by him or his attorney, and filed with the presiding officer, constitutes appearance of record. The parties to a hearing shall be any of the following persons who have entered an appearance



of record, either prior to commencement of the hearing or when permitted by the presiding officer:

- A. A person entitled to notice under *Section 7.7.3*;
- B. The representative of any department or agency of the Town; and
- C. A person who satisfied the presiding officer that he has significant interest in the subject matter of the hearing.

7.7.2 The Town Administrator shall make a record of the hearing.

Section 7.8 Enforcement, Remedies, and Penalties

It shall be unlawful for any person, firm, or corporation to sell or transfer lots of subdivided land until such subdivision or Development Plan has been approved and a Development Permit issued under the provisions of this Ordinance and approved Subdivision Plat duly recorded with the Registrar of Deeds or Clerk of Court for Beaufort and/or Hampton County.

- 7.8.1 No Building, Plumbing, or Electrical Permit shall be issued by the Town unless a valid Development Permit has been approved under the provisions of this Ordinance for those developments for which a Development Permit is required.
- 7.8.2 No agency, public or private, shall modify, install, or provide any streets or public utility services to any development unless a preliminary application approval and improvement design approval has been granted under the provisions of this Ordinance.
- 7.8.3 No agency, public or private, shall sell or supply any water, gas, electricity, or sewer services within any development unless a valid Development Permit has been approved under the provisions of this Ordinance.

The responsibility for the enforcement of this Ordinance is delegated to the Yemassee Town provided however until a Town Administrator is employed .

- A. If the Administrator shall find that any of the provisions of this Ordinance are being violated, he shall notify in writing the person responsible for such violations, setting forth the nature of the violation and order the action necessary to correct it.



- B. Whenever a violation of this Ordinance occurs, or is alleged to have occurred, any person may file a signed written complaint with the Town Administrator. Such complaint shall state fully the causes and basis thereof.
 - C. The Development Administrator shall properly record such complaint, immediately investigate to determine the validity of the charge, and take whatever action is necessary to assure compliance with this Ordinance.
 - D. In the event any development is undertaken in violation of this Ordinance, the Administrator, the Town Council or its agent, or any person aggrieved, may, in addition to other remedies provided by law, institute an injunction, abatement, or other appropriate action or proceeding to prevent, enjoin, abate, or remove such unlawful development.
- 7.8.4 Any person violating any provisions of this Ordinance shall be guilty of a misdemeanor and upon the conviction thereof, shall pay such penalties as the court may decide, as prescribed by South Carolina law, not to exceed Five hundred (500) dollars or thirty (30) days imprisonment for each violation. Each day during which such conduct shall continue shall constitute a separate violation, which shall subject the offender to liability prescribed in this Section. Furthermore, any violation of the provisions of this Ordinance dealing with subdivision of land, by any person, firm, corporation, owner, or agents of owners of land to be subdivided, shall make the transfer, sale, agreement for sale, or negotiation for sale of any lot, part, tract, parcel, building site, or building interior structure, rescindable at the purchaser's option.
- 7.8.5 In the event any development activity is undertaken prior to approval and issuance of a Development Permit, or if the Developer is declared guilty by a magistrate in accordance with the provisions of this Ordinance, in addition to other prescribed remedies in this Section, the Planning Commission shall not consider the Developer's application for Development Plan approval and subsequent issuance of a Development Permit for that project for a period of ninety (90) days from the date of determination of violation.

Nothing herein shall prevent the Town of Yemassee from taking such other lawful action, as is necessary, to prevent or remedy any violation.



ARTICLE VIII

AMENDMENTS

Section 8.1 Introduction

This Ordinance, including the *Official District Map*, may be amended from time to time by the Town Council in accordance with the provisions of this Article.

Section 8.2 Review by Planning Commission

Under the General Statutes of *South Carolina Code Section 6-29-330*, the Planning Commission is charged with development of ordinances for land use within the Town of Yemassee. The Commission is also the agency designated for initial review and approval of amendments to this Ordinance proposed by residents. After a decision by the Planning Commission, the proposed amendment is passed to the Town Council for consideration.

Section 8.3 Public Hearing Required

The Town Council shall not adopt any amendment to this Ordinance until at least one (1) public hearing has been held.



ARTICLE IX

LEGAL STATUS PROVISIONS

Section 9.1 Conflict with Other Laws

Whenever the provisions of this Ordinance impose more restrictive standards than are required under other statutes, the requirements of this Ordinance shall govern. Whenever the provisions of any other statute require more restrictive standards than are required by this Ordinance, the provisions of such statute shall govern.

Section 9.2 Validity

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof, which is not specifically declared to be invalid or unconstitutional.

Section 9.3 Repeal of Conflicting Ordinances

All Ordinances and parts of Ordinances in conflict herewith are repealed to the extent necessary to give this Ordinance full force and effect.

Section 9.4 Effective Date

This Ordinance shall take effect and be in force from and after the date of its adoption by the Town Council.



ARTICLE X

DEFINITION OF TERMS

Section 10.1 Interpretation of Certain Terms or Words

Except as specifically defined herein, all words in this Ordinance have the customary dictionary definitions. For the purpose of this Ordinance, certain words or terms used herein are defined as follows:

Where the ordinance contains the phrase "Beaufort and/or Hampton" Counties the county where the structure is located will apply to its construction, in addition to this ordinance and all other Town of Yemassee laws.

The Mayor may appoint a designee where a position, board, title, or staff member is not currently staffed or does not currently exist in the Town of Yemassee.

Words used in the present tense include the future tense. Words used in the singular include the plural, and words used in the plural include the singular.

- 10.1.1 The word "shall" is always mandatory.
- 10.1.2 The word "may" is permissive.
- 10.1.3 The word "person" includes a firm, association, organization, partnership, trust, company or corporation, as well as an individual.
- 10.1.4 The word "Planning Commission" refers to the Town of Yemassee Planning Commission.
- 10.1.5 The words "used" or "occupied", as applied to any land or building shall be construed to include the words intended, arranged, designed to be used, or occupied.
- 10.1.6 The word "Map", "District Map", or "Official District Map" shall mean the *Town of Yemassee Official District Map*.
- 10.1.7 The word "Development Administrator" refers to the person designated by the Town of Yemassee to enforce this Ordinance and until such position is filled the Mayor or his designee shall fulfill such duties.



Section 10.2 Definitions

- 10.2.1 Access: The right and/or ability of pedestrians and vehicles to enter and leave property.
- 10.2.2 Accessory Dwelling Unit/Dependency Unit: A second dwelling unit, either added to or in a single-family detached dwelling, or in a separate accessory structure on the same lot as the main dwelling, for use as a complete, independent living facility. The accessory dwelling unit can also be located on the second floor of a retail or office building. The maximum size for an accessory dwelling unit/dependency unit is eight hundred (800) square feet.
- 10.2.3 Buffers: A piece of land of specific width, free from man-made structures (including driveways and parking areas), permanently set aside by the owner and his assignees, and planted in trees and/or shrubs of density sufficient to provide contiguous properties with a measure of privacy. Sufficient density may be achieved by, but is not limited to, the planting of such shrubs as Ligustrum, Red-Tip, or Cherry Laurel at intervals of three (3) feet on center. These may be used in combination with structures (walls, fences, screens, etc.), which serve to minimize or eliminate conflicts between contiguous uses of land.
- 10.2.4 Building: Any structure having a roof supported by columns or walls and intended for the shelter, housing, or enclosure for any person, process, equipment, or goods.
- 10.2.5 Building Alteration: Any change in the supporting members of a building (such as bearing walls, columns, or girders), addition or reduction to a building, change in use, increase in use intensity, or relocation of a building from one (1) location or position to another.
- 10.2.6 Building, Principle: A building in which the principle use of the lot is conducted.
- 10.2.7 Canal: Those main drainage canals and additions thereto throughout Beaufort and/or Hampton County and studied in the *Feasibility Study of Requirements for Main Drainage Canals*.
- 10.2.8 Coastal High Hazard Areas/Velocity Areas: A flood hazard area subject to high velocity waters.
- 10.2.9 Coefficient of Runoff: A number used as a multiple in measuring change in stormwater runoff.



- 10.2.10 Density: The number of dwelling units per acre of land, developed or used, for residential purposes expressed in units per gross acre.
- 10.2.11 Detention: The collection and storage of surface water for subsequent controlled discharge at a rate that is less than the rate of inflow.
- 10.2.12 Development: Except where the context otherwise requires, and in the absence of a more limiting provision, “development” means the performance of any building or mining operation, the making of any material change in the use of any structure or land, or the division of land into two (2) or more parcels, lots, building sites, or building units. (See Section 1.2.4 of the this Ordinance)
- 10.2.13 Development, Industrial: Development for the purpose of converting natural resources into marketable products, the assembly of parts into wholly or partially finished products, the physical or chemical processing of materials, the extraction of minerals and other substances, and other activities normally considered industrial in nature.
- 10.2.14 Development, Institutional: Development involving quasi-public, eleemosynary, religious, philanthropic, or other activity undertaken for the purpose of providing for the social, cultural, educational, or physical betterment of the community.
- 10.2.15 Development, Non-Conforming: Existing development not in conformance with one (1) or more provisions of this Ordinance.
- 10.2.16 Development, Office: Development providing space and facilities for the conduct of business, administrative, professional activities, or services not involving the movement, storage, or sale of goods on the premises.
- 10.2.17 Development, Residential: Provision of the structures and facilities to permanently house the population.
- 10.2.18 Development, Retail Commercial: Structures and activity involving the sale of goods on the premises to the public.
- 10.2.19 Development, Transportation: Structures and facilities for the movement and distribution of goods and people.
- 10.2.20 Development, Warehousing: Structure, facilities, and activities for the sole purpose of storing goods.



- 10.2.21 Development, Wholesale: Structures and activities involving the sale of goods primarily to the retailer.
- 10.2.22 Drainage Basin: A drainage area or watershed contributing to the flow of water into a receiving body of water.
- 10.2.23 Drainage Facility: Any component of the drainage system.
- 10.2.24 Dwelling Unit: A single unit providing complete independent living facilities for one (1) or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.
- 10.2.25 Easement: An interest in land of another that entitles the holder to a specified limited use.
- 10.2.26 Existing Grade: The existing or natural slope of land expressed in terms of vertical drop per horizontal distance of land.
- 10.2.27 Family: One (1) or more persons living together as a single housekeeping unit in a dwelling unit.
- 10.2.28 Family, Immediate: A property owner's heirs at law, who would succeed to his/her estate or inheritance, under the *South Carolina Statute of Descent and Distribution*.
- 10.2.29 Farm: Any tract or real property which is principally used to raise, harvest or store crops, feed, breed or manage livestock, or to produce plants, trees, fowl or other animals, including agriculture operations useful to man, including the preparation of the products raised thereon, for man's use and disposed of by marketing or other means, including agriculture.
- 10.2.30 Finished Grade: The resultant slope of land following alteration as part of a development activity expressed in terms of vertical drop per horizontal distance of land, streets, embankments, etc.
- 10.2.31 Flood: A general and temporary condition of partial or complete inundation or normally dry land areas from the overflow of inland or tidal waters.
- 10.2.32 Flood Hazard District: That area assigned by the Federal Flood Insurance Administration of *Official Flood Hazard Area Maps*, subject to a one (1) percent or greater chance of flooding in any given year.



- 10.2.33 Grade: The slope expressed in terms of vertical drop per horizontal distance of land, streets, embankment, etc.
- 10.2.34 Gross Acre: All land under title or ownership and recorded with the property deed.
- 10.2.35 Gross Floor Space: Computed as the footprint of the space times the number of floors.
- 10.2.36 Habitable Space (Room): Habitable space is space in a structure for living, sleeping, eating, or cooking. Maintenance or utility space, parking garages, and similar areas are not considered as habitable space.
- 10.2.37 Home Occupation: Any use of principal and accessory buildings clearly incidental to their uses for dwelling purposes and conducted for compensation by a resident hereof within a residential area.
- 10.2.38 Impervious Surface: A surface, which has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It includes, but is not limited to, surfaces such as compacted clay, as well as most conventionally surfaced streets, roofs, sidewalks, parking lots, patios, swimming pool decks, and other similar structures.
- 10.2.39 Improvement: The construction of buildings and the establishment of basic services and amenities associated with the development activity including, but not limited to, streets and sidewalks, parking areas, water and sewer systems, drainage system, property markers and monuments, and recreation facilities, (i.e., lakes, swimming pools, tennis courts, golf courses, riding stables, club houses, cabanas, marinas, docks and the like).
- 10.2.40 Inverted Crown: A road or street cross where the center of the road or street profile is lower than the edges of the profile to allow for stormwater to drain toward the center of the road or street for removal through a stormwater drainage system.
- 10.2.41 Lined Channels: The use of plastics, concrete, stone, asphalt, or similar material to define a drainage channel.
- 10.2.42 Littoral Vegetation: Vegetation found off, or along a shore of surface water.
- 10.2.43 Loading Space, Off-Street: Space logically and conveniently located for pickups and deliveries, off public rights-of-way, scaled to delivery vehicles expected to be used and accessible to such vehicles.
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- 10.2.44 Local Fire Official: The duly appointed or employed Fire Chief of a County, Municipal, Public Service District, Special Tax District, Fire Protection Service Agency, or department of other designated individual.
- 10.2.45 Lot: A small developed or undeveloped tract or parcel of land suitable for building purposes and legally transferable as a single unit of land.
- 10.2.46 Lot of Record: A separate lot, parcel, piece, or tract of land that existed and was described and defined as part of the public record prior to adoption of the Ordinance on September 11, 1978.
- 10.2.47 Material: As contained herein, shall be construed to mean objective, substantive, tangible, and consequential.
- 10.2.48 Mining: The act or process of digging, excavating, or tunneling for the purpose of removing some natural material for sale or trade.
- 10.2.49 On-Site: On or within the area contained in the Development Permit Application, or within other areas which, pursuant to this Ordinance, may be included in defining the site's said referenced purpose.
- 10.2.50 One Hundred (100) Year Flood: Means the flood or level of floodwater measured from mean sea level that has a one (1) percent chance of being equaled or exceeded in any given year.
- 10.2.51 Open Space: Land area not covered by buildings, parking areas, or other accessory structures. Open space does not include utility easements, street rights-of-way, drain ditches, and the like.
- 10.2.52 Owner: An owner of property, or the authorized agent of an owner.
- 10.2.53 Parking Lot: Any public or private open area used for the express purpose of parking automobiles and other vehicles.
- 10.2.54 Parking Space, Off-Street: The Storage space for one (1) automobile of not less than nine (9) feet by twenty (20) feet, plus the necessary access space, and located outside the dedicated street right-of-way, other than handicapped spaces.
- 10.2.55 Peak Flow (For Runoff): At the time of greatest runoff concentration, volume, or velocity in cubic feet per second (cfs) being discharged at a given point.



- 10.2.56 Person: Every natural person, firm, partnership, association, social or fraternal organization, corporation, trust, estate, receiver, syndicate, branch of government, or any group or combination acting as a unit.
- 10.2.57 Pre-Development Conditions: Those conditions, which existed before alteration, resulting from human activity of the natural topography, vegetation and rate, volume, or direction of surface or ground water, flow as indicated by the best available historical data.
- 10.2.58 Premises: A lot or other tract of land including the buildings or structures thereon.
- 10.2.59 Planned Development: A tract of land master planned or developed in phases whether or not consisting of several different types and densities of land use.
- 10.2.60 Planned Unit Development (PUD): A tract of land master planned or developed in phases consisting of several different types and densities of land use.
- 10.2.61 Primary Dune: The major front dune immediately behind the beach.
- 10.2.62 Property: An area designated as a separate and distinct parcel of land on a legally recorded Subdivision Plat or in a legally recorded deed as filed in the official records of the County.
- 10.2.63 Quasi-Public (Also Quasi-Governmental): Commissions, Boards, Authorities, and Public Service Districts created by local or state legislation to serve a limited and specific public purpose.
- 10.2.64 Receiving Waters: Any water bodies, watercourses, or wetlands in of which surface waters flow either naturally in man-made ditches or in a closed conduit system.
- 10.2.65 Retention: The collection and storage of runoff without subsequent discharge to surface waters.
- 10.2.66 Sediment: Fine particulate material, whether mineral or organic, that is temporarily in suspension or has settled in a water body.
- 10.2.67 Sign: Any form of publicity, which is visible from any public way, directing attention to an individual, business, commodity, service, activity, or product by means of words, lettering, parts of letters, figures, numerals, phrases, sentences, or emblems.



10.2.68 Site: A space or piece of ground occupied or planned for occupation by structures or a set of structures and support improvements.

10.2.69 Streets:

- A. Street, Private: A right-of-way, which has not been dedicated or publicly accepted by the State or County.
- B. Street, Public: A dedicated public right-of-way, which affords means access to abutting property and which has been accepted for maintenance by the County or the State Highway Department. For the purposes of these regulations, the term "street" or "streets" shall also mean avenues, boulevards, roads, lanes, and other public ways.
- C. Street, Local: A public or private way used primarily for providing direct access to abutting property.
- D. Street, Collector: A public or private way designed primarily to connect residential service streets with arterial streets or to provide a direct connection between two (2) arterial streets and may be expected to carry a significant volume of traffic having neither origin nor destination on the street.
- E. Major Thoroughfare: A Federal or State Highway designated for the movement of large volumes of traffic or recognized for purposes of this Ordinance as a result of long-range planning study to possess such potential.

10.2.70 Structure: Anything constructed, erected, or established including, but not limited to the following:

- A. Buildings;
- B. Signs;
- C. Seawalls;
- D. Mobile homes;
- E. Fences;
- F. Screen enclosures; and
- G. Patio walls.



- 10.2.71 Structure, Alteration: Any change to the supporting members of a structure, including foundations, bearing walls or partitions, columns, beams, girders, or any structural change in the roof or in the exterior walls.
- 10.2.72 Subdivision: The term “subdivision” shall mean all divisions of a tract or parcel of land into two (2) or more lots, building units, or other division, for the purpose, whether immediate or future, of sale, lease, transfer, or resale and involves all division of land involving a new street or change in existing streets and includes the act or re-subdividing previously subdivided property.
- 10.2.73 Tandem Parking: An arrangement for parking two (2) vehicles in a straight line (bumper to bumper) in which ingress and egress to the space is provided at only one (1) end so that the second vehicle parked blocks the exit way of the first.
- 10.2.74 Town: The Town of Yemassee
- 10.2.75 Tract: A defined area or piece of land, the term itself not importing any precise dimension.
- 10.2.76 Tree: Any self-supporting, woody perennial plant, which has a diameter of eight (8) inches or more (twenty-five (25) inch circumference) measured three (3) feet up from the base and which normally attains a height of at least ten (10) feet at maturity and usually has one (1) main stem or trunk and many branches.
- 10.2.77 Use: The purpose or activity for which the land or building thereon is designed, arranged, or intended for which it is occupied and maintained.
- 10.2.78 Utility, Private: Any privately owned company or corporation, which provides the general public, or residents within a private development, with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection, or other services.
- 10.2.79 Utility, Public: Any agency which, under public franchise or ownership, provides the general public with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection, or other services.
- 10.2.80 Variance: A departure from the strict terms or expressed provisions of this Ordinance where such departure will not be contrary to the public interest and where, owing to condition peculiar to the property and not as a result of any action on the part of the property owner, a literal enforcement of this Ordinance would result in unnecessary and undue hardship.



- 10.2.81 Vegetation: All plant growth, especially trees, shrubs, vines, ferns, mosses, and grasses.
- 10.2.82 Water Body, Man-Made: Any man-made pond, lake, lagoon, channel, wetland, marina, or basin which ordinarily or intermittently contains water and which has a discernible shoreline.
- 10.2.83 Water Body, Natural: Any natural pond, lake, channel, wetland, marsh, creek, sound, or ocean which ordinarily or intermittently contains water and which has a discernible shoreline.
- 10.2.84 Wetlands: Any salt, brackish, or fresh water marsh, bog, swamp, meadow, flat, or other area subject to flooding or tidal flow, as defined by the United States Army Corps of Engineers.

Attest By:

Clerk of Council

1st reading _____

2nd reading _____

Public Hearing _____

Final Reading _____

Approved as to Form and Content
Roberts Vaux, Town Attorney



135/29

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered this 4th day of MAY, 2006, by and between Binden Plantation, LLC (Owner or Developer), and the governmental authority of the Town of Yemassee, South Carolina ("Yemassee or 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, the Act recognizes that "The 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." [Section 6-31-10 (B)(1)]; and

WHEREAS, the Act also states: "Development 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." [Section 6-31-10 (B)(6)]; and,

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

WHEREAS, Developer has acquired a tract of land containing approximately 1300 acres of highland and marsh in the Town of Yemassee, South Carolina, and proposes to develop a residential

community with attendant amenities, along with recreational opportunities and commercial, office and retail space to support it and the surrounding area; and

WHEREAS, the Town finds that the proposal for this property is consistent with the Town's comprehensive land use plan, will further the health, safety, welfare and economic well being of the Town, and presents an unprecedented opportunity to secure quality planning and growth in an environmentally sensitive manner; and

WHEREAS, the Town of Yemassee desires to protect the important natural environment of the area, while encouraging quality growth and economic opportunity for its citizens, and to do so in a manner which avoids adverse financial impact upon the Town or its citizens; and,

WHEREAS, this Development Agreement is being made and entered between Developer and Yemassee, under the terms of the Act, for the purpose of providing assurances to Developer that they may proceed with a development plan under the terms hereof, as hereinafter defined, without encountering future changes of law which would materially affect the ability to develop or the cost of future development under the plan, and for the purpose of providing important protections to the natural environment and the financial stability of the Town of Yemassee.

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 Yemassee and Developer by entering this Agreement, and to encourage well planned development, the receipt and sufficiency of such consideration being hereby acknowledged, Yemassee and Developer hereby agree as follows:

I. **INCORPORATION.**

The above recitals are hereby incorporated into this Agreement.

II. **DEFINITIONS.**

As used herein, the following terms mean:

"Purchaser" or "Developer" means Binden Plantation, LLC, a South Carolina Limited Liability Company.

"Landowner" means Binden Plantation, LLC.

"Property" means that certain tract of land described on Exhibit A.

"Development Plan" means the general layout of the various uses and development scheme contemplated for the Property, attached as Exhibit B, and as may be modified per the terms of this Agreement.

"Zoning Regulations" mean the Unified Land Development Ordinance of the Town of Yemassee in effect as of the date of the execution of this Development Agreement by the Town, the Development Requirements set forth in Section IV hereof and the Infrastructure and Services provisions set forth in Section VIII hereof. To the extent of any conflict between the Unified Land Development Ordinance and the Development Requirements or the Infrastructure and Services provisions, the Development Requirements and Infrastructure and Services provisions shall control.

"Secondary Developer" means any and all successors in title to Developer who or which undertake or cause to be undertaken vertical construction on the Property. Should either Landowner or Purchaser undertake or cause to be undertaken vertical construction on the Property, they shall also be deemed a Secondary Developer.

"Term" means the duration of this agreement as set forth in Section III hereof.

"Development" means the land disturbance of portions of the Property and/or vertical or horizontal construction of improvements thereon as contemplated by the Zoning Regulations.

"Development Rights" mean Development undertaken in accordance with the Zoning Regulations and this Development Agreement.

III. TERM.

The term of this Agreement shall commence on the date this Agreement is executed by the Town, and terminate ten (10) years thereafter; provided however, the term of this Agreement may be extended for two (2) successive five (5) year terms absent a material breach of any terms of this Agreement by Developer during the Term or any renewal Term, as applicable.

IV. DEVELOPMENT REQUIREMENTS AND DEVELOPMENT OF THE PROPERTY.

The Property shall be developed in accordance with the Unified Land Development Ordinance and the following Development Requirements:

Permitted uses on the Property include single and multiple family dwellings and accessory uses thereto, recreational uses such as parks, equestrian facilities, golf courses, water-related amenities and the like, and commercial, office and retail uses. No less than 600 single family detached dwellings, and no more than 1300 dwellings, whether single family, multi-family, detached, attached or as part of a mixed use community that includes residential and nonresidential uses and attendant accessory uses, and no more than 450,000 square feet of nonresidential commercial, office and/or retail building space shall be constructed on the Property. Timesharing or fractional ownership uses shall be considered nonresidential, are permitted only in conjunction with hotel/motel uses, and shall not be counted against the dwellings cap as herein set forth. Garage apartments shall not be counted against the dwelling caps set forth herein, if restrictive covenants running with the land are in place which prohibits such apartments from being rented independently from the main dwelling on the premises. Parking requirements for permitted uses shall be governed by the standards set forth in Exhibit F, attached hereto and made a part hereof.

The general locations and layouts and development standards of permitted uses are shown on the Development Plan, attached hereto as Exhibit B and made a part hereof. The Development Plan is not intended to be a rigid, exact site plan for uses. Locations of roads, building types, uses, amenities and recreational facilities may vary at the time of building permit application when more specific site designs are available. It is acknowledged that Developer, in its sole discretion, is entitled to deviate from the general layout shown on the Development Plan to accommodate market conditions, field conditions and the preservation of natural resources such as critical areas, wetlands and trees. Prior to doing so, the Developer shall notify the Town of such deviations. Notwithstanding the foregoing, the Developer shall not be entitled to increase the acreage of the Mixed Use areas as shown on the Development Plan or increase the amount of frontage of the Mixed Use areas along U. S. Highway 17 from that shown on the Development Plan or further consolidate the Mixed Use areas from that shown on the Development Plan.

V. CHANGES TO DEVELOPMENT REGULATIONS.

Unless authorized by the Act or as set forth hereafter, the Zoning Regulations as applied to the Property shall not be amended or modified during the Term, without the express written consent of the Developer; provided however, the Town may amend the Zoning Regulations as they pertain to procedures for processing land development applications and approvals, approvals of subdivision plats, or the issuance of building permits.

The Developer acknowledges that nothing in this Agreement shall be deemed or construed to affect the right of any person to seek a variance from the provisions of the Zoning Regulations in accordance with applicable state and local laws.

VI. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached as Exhibit D, or as may be amended by Developer in the future to reflect actual market absorption or permitting delays and appeals. The failure of the Developer to meet the development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event and as required by the Act, the failure to meet the development schedule shall be judged by the totality of circumstances.

Developer, for itself and successors and assigns, agree to the following:

The Developer shall be required to notify the Town, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and postal mailing address of the acquiring party, a proper contact person, telephone numbers, facsimile numbers, e-mail addresses, and other similar information necessary to reasonably enable the Town to carry out its administrative duties. The notification shall also include the location and number of acres of the Property transferred, and the number of residential units and/or commercial square footage, as applicable, subject to the transfer. Developer and Secondary Developers transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to file with the Town an acknowledgment of this Agreement and a commitment to be bound by it. Reporting of such information to the Town will be made upon such forms as the Town and Developer

may agree upon from time to time. This paragraph shall not be construed as to require notification to the Town by a Developer or Secondary Developer of the transfer of individual lots or units in multi-family buildings in residential areas once the site has been subdivided and the plat approved by the Town, or of individual building sites or pads after approval of a commercial subdivision, other than the annual reporting set forth in Section X below.

VII. EFFECT OF FUTURE LAWS.

It is the intent of the parties that only the Zoning Regulations and any other laws, regulations and ordinances of the Town applicable to the development of land in the Town be vested for the Term, subject to the provisions of Section V hereof. All other laws, regulations and ordinances of the Town, and those as may be enacted in the future, shall be applicable to the Developer, and its successors and assigns, so long as they do not conflict with the Zoning Regulations or interfere with the ability to utilize and develop the Property in accordance with any then applicable Development Plan.

It is specifically acknowledged that this Agreement shall not prohibit the application of any current or future building, housing, electrical, plumbing, gas, swimming pool or other standard codes of general application throughout the Town, 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 the Yemassee Town Council to be necessary to protect the health, safety and welfare of the citizens of Yemassee. Specifically, the Town may apply subsequently enacted laws to the Property in accordance with Section 6-31-80(B) of the Act.

It is specifically acknowledged that nothing in this Agreement shall be deemed to prohibit the Town from including the Property in a tax increment financing district or from subjecting the Property to impact fees that are applied on a Town-wide basis.

It is specifically acknowledged that nothing in this Agreement shall be deemed to exempt the Property from fees and taxes that may be imposed by governmental entities other than the Town.

VIII. INFRASTRUCTURE AND SERVICES.

Yemassee and Developer recognize that services will be provided by the Town and other governmental or quasi-governmental entities. For clarification, the parties make specific note and

acknowledge the following:

A. Private Roads. All roads within the Property shall be constructed by the Developer, and maintained by it and/or a Homeowners' Association. The Town of Yemassee shall not be responsible for the construction or maintenance of any roads within the Property, and the Developer and/or Homeowners' Association shall continue the maintenance until such time as the roads are accepted for maintenance by an appropriate governmental body. The Town shall not accept title to any roads.

B. Public Roads. The major public road that serves the Property is U.S. Highway 17 and is under the jurisdiction of the State of South Carolina regarding construction, improvements and maintenance. Yemassee shall not be responsible for construction, improvements or maintenance of this or any other public roads which now or hereafter serve the Property. It shall be the responsibility of the Developer to adhere to applicable state or county requirements regarding ingress and egress to U.S. Highway 17 or any other public roads that may serve the Property.

Commercial nodes shall share access to U. S. Highway 17 using frontage roads and/or back entrances where feasible to minimize congestion on the highway.

C. Potable Water. Potable water will be supplied to the Property by Beaufort/Jasper Water and Sewer Authority (BJWSA) pursuant to a franchise agreement between the Town of Yemassee and BJWSA. Developer will construct or cause to be constructed all necessary water service infrastructure within the Property, which will be maintained by them or the Authority or a Homeowner's Association. Yemassee shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property. The Developer, and its successors and assigns, agree that all Development, with the exception of irrigation, incidental maintenance facilities, golf courses and similar amenities, and facilities existing at the date of this Agreement will be served by potable water prior to occupancy, except as otherwise provided herein for temporary use, or where there is a specific finding in the future that use of wells for specific development areas may enhance the overall environmental standards above the use of municipal water. For instance, if a sparsely populated area of the Property is subdivided with large lots where wells would pose no environmental threat, and where further, the running of lines and clearing and

trenching to install water would cause environmental damage, then the use of wells shall be approved by the Town. Such a decision would be made at the time of development application, by the appropriate development review authority of the Town, consistent with this provision

D. Sewage Treatment and Disposal. Sewage collection, treatment and disposal will be provided by BJWSA pursuant to a franchise agreement between the Town of Yemassee and BJWSA. Developer will construct or cause to be constructed all necessary sewer service infrastructure within the Property, which will be maintained by them or the Authority or a Homeowner's Association. Yemassee shall not be responsible for any construction, treatment, maintenance or costs associated with sewer service to the Property. The Developer, and its successors and assigns, agree that all Development, with the exception of irrigation, incidental maintenance facilities, golf courses and similar amenities, and facilities existing at the date of this Agreement will be served by sewer prior to occupancy, except as otherwise provided herein for temporary use, or where there is a specific finding in the future that use of septic tanks (or similar devices) for specific development areas may enhance the overall environmental standards above the use of sewer. For instance, if a sparsely populated area of the Property is well drained, or subdivided with large lots where septic systems would pose no environmental threat, and where further, the running of lines and clearing and trenching to install sewer would cause environmental damage, then the use of septic fields shall be approved by the Town. Such a decision would be made at the time of development application, by the appropriate development review authority of the Town, consistent with this provision.

E. Drainage System. All storm water runoff and drainage system improvements within the Property will be designed utilizing best management practices, will be constructed by Developer, and maintained by Developer and/or a Homeowners' Association. The Town of Yemassee will not be responsible for any construction or maintenance costs associated with the drainage system within the Property. Any costs incurred by the Town in the review and implementation of the drainage/storm water system shall be paid by the applicant.

The Developer shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office

of Ocean and Coastal Resource Management, and their successors, for the handling of storm water.

The Developer agrees, prior to commencing development activity in a development plan area, to prepare a study of pre-development drainage characteristics of the area, prepare a master plan of the storm water drainage systems for each area submitted for site development, and thereafter construct such storm water drainage systems in accordance with the approved plans, and maintain the systems allowing proper operation and function. Developer 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 2003), where required by engineering design and calculations. In addition to the water quality safeguards as committed to by Developer above, notwithstanding Section V hereof, Developer and any Secondary Developers shall adhere to any and all future ordinances or regulations of the Town (or portions thereof) 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 future 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 Developer and any Secondary Developer within the Property without the Developer's or any Secondary Developer's express written consent thereto.

F. Solid Waste Collection. Solid waste collection is currently provided by the Town to its citizens pursuant to its franchise agreements with private companies. Solid waste collection shall be provided to the Property on the same basis as is provided to other residents and businesses of the Town.

G. Police Protection. The Town shall provide police protection services to the Property on the same basis as is generally provided to other residents and businesses within the Town. Developer 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. Developer further acknowledges that the Town shall have no obligation to patrol or otherwise serve this gated, residential community, except in response to emergencies. The Developer and/or a Homeowners Association shall be responsible for contracting with a private security service to the extent it

deems such necessary.

H. Emergency Medical Services. Such services are now being provided by Beaufort County, and the County will continue to provide emergency Medical services to the Property on the same basis as is provided to other residents and businesses within the County. The Town of Yemassee shall not be obligated to provide emergency medical services to the Property, absent its election to provide such services on a town-wide basis.

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

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

K. Recycling Services. The Town of Yemassee shall not be obligated to provide recycling services to the Property, absent its election to provide such services on a town-wide basis.

M. Fire Services. The Town of Yemassee agrees, throughout the Term or any renewal thereof, unless Developer otherwise agrees, to provide fire protection to the Property, or at the Town's option, to contract with either the Sheldon Township Fire District or the Point South Fire Department to provide fire service to the Property on the same basis that such entity provides fire service to properties within their respective jurisdictions.

Town further acknowledges the existence of an Automatic Aid Agreement with the Sheldon Township Fire District, dated February 17, 2000. Town agrees not to cancel the Automatic Aid Agreement unless it has in place a comparable substitute provider to serve the Property or unless the Developer consents. If during the Term, or any renewal thereof, the Automatic Aid Agreement is cancelled for any reason, and the Town is unable to, or refuses to, provide a similar level of service and protection, the Town does hereby agree that the Developer, a Homeowner's Association or any owner of a portion of the Property shall have the right, at its or their expense, to contract with other providers including but not limited

to appropriate authorities of the Sheldon Township Fire District or the Point South Fire Department for Automatic Aid Fire Protection Services until and unless the Town is able to provide the same level of service.

The parties acknowledge that because of the annexation of the Property to the Town, the Town may have to pay the Sheldon Fire District or Beaufort County a sum of money equivalent to what would have been received by either applicable entity to pay debt service attributable to the Fire District as of the date of this Agreement. In the event that ad valorem taxes generated by the Property in any year of the Term or any renewal do not equal or exceed the amount of money that may be owed by the Town to the Sheldon Fire District or Beaufort County for Fire District debt service existing as of the date of this Agreement, then the Developer shall be responsible for paying the shortfall. Such sum shall be due and payable by Developer to the Town within thirty (30) days of the Town providing to the Developer a statement delineating the amount of taxes generated by the Property, the amount of money owed for debt service and the shortfall.

N. Subsequent Entities or Financing District. Nothing in this Agreement shall be construed to prevent the establishment by the Town, County or other governmental entity, or some combination of entities, solely or in conjunction with each other, of a Tax Increment District, a Municipal Improvement District, FILOT, Multi-County Business Park, or other special tax district or financing vehicle authorized by applicable provisions of the Code of Laws of South Carolina (1976 as amended), so long as such do not operate to increase the ad valorem taxes or assessments against the Property, unless applied to all properties located within the Town. Notwithstanding the foregoing, it is acknowledged that at the written election of Developer a Municipal Improvement District and/or other special taxing district or financing vehicle as allowed by law may be implemented for the Property at the request of the Developer, as set forth in this Agreement. In the event that the Developer determines that a Municipal Improvement District, special assessment taxing district, or other financing vehicle is desirable in order to construct qualifying public infrastructure by use of funds from assessments imposed upon the Property, and the Town shall consent to the creation of a special taxing or municipal improvement district and is able to obtain bond

financing which is non-recourse as to the Town, with respect to raising proceeds to construct such public infrastructure, for all or a portion of the Property, then the Developer (including a Developer of only a portion of the Property) shall notify the Town prior to the sale of the first residential unit from the Property or such portion of the Property ("Notice of Request for Special Assessment"), whereupon the Town shall take such action as necessary to implement a municipal improvement district, special assessment taxing district, or other financing vehicle with respect to the Property (as Developer requests) to enable the Developer to obtain the principle proceeds necessary to construct such public infrastructure, which monies shall be made available by the Town to the Developer (as and when needed by the Developer) to design, permit and construct such infrastructure, but at no cost or expense to the Town.

O. Tree Preservation.

After any harvesting or clearing of pine crop areas which may be allowed under silviculture, the Developer will submit a survey or exhibit depicting all trees eight (8) inches diameter breast height (DBH) or greater within proposed development phase areas being submitted for development approval, and twenty-five (25) feet beyond. For pine trees existing as part of the planted pine crop area of the Property, an exhibit shall be a representation of the tree planting pattern. The exhibit will show trees according to row, tree spacing and typical size. The information may be field verified to ensure accuracy of these factors, but each tree in the remaining pine crop area need not be physically located by standard survey methods. Hardwood trees in excess of eight (8) inches DBH will be described by their actual location.

Individual trees over 24 inches DBH or specimen trees (live oak, magnolia, dogwood, sycamore, walnut, hickory, pecan, white oak, or southern red oak) over 12 inches DBH that are to be removed shall be replaced with trees having an individual caliper measurement in excess of 2.5 inches DBH. Replacement trees shall meet or exceed the total DBH caliper inches removed. Surveyed preserved trees in excess of 2.5 caliper inches may be counted as replacement or post development trees. Total post development tree coverage shall equal 3 hardwood trees per lot on average throughout the community or 12 hardwoods per acre in the case of non-residential development. Developer will use its best efforts to preserve specimen trees.

IX. FEES AND RELATED AGREEMENTS

The Town of Yemassee and Developer understand and agree that future development of the Property shall impose certain costs to the Town. Eventually, property taxes collected from future development upon the Property are expected to meet or exceed the burdens placed upon the Town, but certain initial costs and capital expenditures must be addressed 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 Developer to offset such future costs and expenditures:

A. Lot Fee for Administrative/Public Services

In order for the Town to meet various expenses and obligations associated directly or indirectly with development of the Property, the parties agree that a fee of \$3,000.00 per single family detached dwelling unit and \$500.00 per attached dwelling unit (including condominiums) shall be payable at the time a lot, or unit in the case of an attached dwelling, is initially transferred, except for transfers of amenity lots to a Homeowner's Association, the Town, or transfers of property to a service provider. These lot and unit fees (collectively "Lot Fees") shall be collected at the time of the closing and transfer of the lot or unit by the seller, whether the seller be the Developer or a successor in title to Developer (Secondary Developer) who subdivides a tract and transfers lots, and shall be remitted to the Town at that time.

Commercial development will pay a fee (Commercial Development Fee) of \$0.25 (twenty-five cents) per square foot of enclosed building space, and these fees shall be collected and remitted to the Town at the time of the issuance of the building permit for the construction of the building.

These Lot and Commercial Development Fees shall be used by the Town to offset administrative costs incurred with respect to development on the Property and to provide and/or enhance public services to the Property and the Town. The Developer agrees to advance up to \$50,000.00 per year in Lot and Commercial Development Fees in each of the first four (4) years of the Term (Advanced Fees), or in the alternative, at the option of the Town, \$100,000.00 may be paid in each of the first two (2) years. Advanced Fees in any given year shall be determined by subtracting from the sum of \$50,000.00 or \$100,000.00 if

applicable, the amount of Lot and Commercial Development Fees collected (or which should have been collected) by the Town in the given year, it being the intention of the parties that Advanced Fees not exceed \$50,000.00, or \$100,000.00 if applicable, in any given year. To reimburse Developer for Advanced Fees, the Developer shall be given a credit against future Lot Fees and/or Commercial Development Fees due from it, or any successor in title to whom it has assigned credits for such Fees. Advanced Fees for each year of the Term shall be due and payable sixty (60) days after submission of a statement therefore from the Town.

Notwithstanding the foregoing, Developer agrees that a minimum aggregate amount of one million, eight hundred thousand and no/100th Dollars (\$1,800,000.00) in Lot and/or Commercial Development Fees is to be paid to the Town by the end of the ninth (9th) anniversary of the execution of this Agreement. If the Developer and Secondary Developers have not collected and paid such amounts at that time, the Town shall have the right to cease issuing building permits until any deficiency is paid.

B. COMMUNITY DEVELOPMENT CONTRIBUTION.

Developer recognizes the importance of a viable, active community, and that it is in its interests that the Town have resources to pursue economic and other capital developments. Developer agrees to make a community development contribution to the Town in the amount of \$250,000.00 not later than 30 days after the Property is annexed for use by the Town for its economic, recreational, capital and/or civic programs.

C. ATTORNEYS FEES.

The Developers agree to pay the reasonable attorneys fees and costs incurred by the Town with respect to this Development Agreement. Such fees and costs shall be due and payable within thirty (30) days of submission of statements or invoices by the Town.

D. LAND DEDICATION.

Developer agrees to donate to the Town a two (2) acre site to be mutually agreed upon to be utilized by the Town as a municipal services site to house police and/or fire and/or emergency medical and/or other municipal services and personnel. Title to the site must be insurable, and all costs associated

with its transfer to the Town shall be paid by Developer. To assure consistency and harmony in development schemes, any and all improvements constructed on the site shall be subject to review and approval by Developer's architectural board using Developer's architectural guidelines. In the event Town wishes to dispose of all or a part of this site, the Developer shall be given the right to purchase the property at the same terms as are offered by any third party to the Town, or at fair market value if no offer has been received by the Town.

E. POLICE CRUISER.

Within ten (10) days from the execution of this Agreement, the Developer shall contribute to the Town funds sufficient to enable the Town to purchase a new police cruiser, equipped to the level of that normally utilized in the Town, not to exceed thirty-five thousand dollars (\$35,000.00). Within ten (10) days of the date that the first Certificate of Occupancy for a commercial building located without the gated portions of the Property, the Developer shall contribute to the Town funds sufficient to enable the Town to purchase a new police cruiser, equipped to the level of that normally utilized in the Town, not to exceed thirty-five thousand dollars (\$35,000.00) and shall further pay to the Town a sum not to exceed thirty-five thousand dollars (\$35,000.00) or such lesser sum as the actual cost incurred by the Town for providing an additional police officer whose primary duties shall be the provision of security for the mixed use areas outside the gated portions of the Property. The additional sum to cover the cost of the salary and directly related employment expenses not to exceed thirty-five thousand dollars (\$35,000.00) annually shall not exceed three (3) years, and shall be paid monthly upon the submission by the Town to the Developer.

F. SPONSORSHIP OF THE SHRIMP FESTIVAL.

Developer agrees to pay to the Town each year the sum of Five Thousand Dollars (\$5,000.00) to be a major sponsor of the Yemassee Shrimp Festival for a period of three (3) years, with the right to automatically renew the major sponsorship for additional three year terms for the duration of this Agreement. Yemassee will purchase a suitable banner identifying the Developer as a major sponsor from these funds, and identify Developer as a major sponsor in the promotional materials.

The parties acknowledge the foregoing contributions and dedications are the only contributions and

dedications required of the Developer. The Town shall not be entitled to any further contributions or dedications from the Developer or its assigns, except for ad valorem taxes, town-wide fees and usual and customary permitting and inspections fees the Town may now or hereafter impose on a town-wide basis.

X. COMPLIANCE REVIEWS.

Developer, or its designee, shall meet with the Town, or its designee, at least once per year in the month of January during the Term of this Agreement to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year. The Developer, or its designee, shall be required to provide such information as may reasonably be requested, to include but not limited to, commercial square footage, acreage or lots of the Property sold in the prior year, commercial square footage, acreage or lots of the Property under contract, the number of certificates of occupancy anticipated to be issued in the ensuing year, the amount of credits applicable to Lot and Commercial Development Fees and the identity any assignee of such credits, to include the amount of credits assigned. The Developer, or its designee, shall be required to compile this information for its development and that of Secondary Developers. Reporting of such information to the Town will be made upon such forms as the Town and Developer may agree upon from time to time. This Compliance Review shall be in addition to, and not in lieu of, any other reporting or filing required by this Agreement.

XI. DEFAULTS.

The failure of the Developer or Town to comply with the terms of this Agreement 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 Developer 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 when such development contravenes the provisions of the Zoning Regulations or this Development Agreement.

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, entitling the Town to pursue the termination of this Development Agreement, in accordance with the Act:

1. the failure to timely remit payments required hereunder to the Town per the terms of this Development Agreement;
2. if at any time during the Term, prior to the Developer having fulfilled any of their payment obligations there shall be filed by or against them 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 the Developer, or if it makes an assignment for the benefit of creditors.

XII. MODIFICATION OF AGREEMENT.

This Development Agreement may be modified or amended only by the written agreement of the Town and the Developer. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this 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. Any amendment to this Agreement shall comply with the provisions of Section 6-31-10, et seq. Any requirement of this Agreement requiring consent or approval of one of the parties shall not require amendment of this Agreement unless the text expressly requires amendment. Whenever such consent or approval is required, the same shall not unreasonably be withheld. Minor modifications not increasing density may be assented to by the Town by either resolution or ordinance, in its discretion. Minor modifications which may be made by the administrative staff of the Town under the authority of its Unified Land Development Ordinance may likewise be approved by mutual assent of the Developer and the Town staff, and variances may be authorized by the Zoning Board of Appeals. As it is anticipated that portions of the Property will be conveyed to Secondary Developers, any amendment requested by such Secondary Developer shall only require the consent of the Town, the requesting Secondary Developer (if any), and the Developer.

XIII. 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 addresses 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 of Yemassee
P.O. Box 577
Yemassee, South Carolina 29945-0577
Attention: Town Clerk

With Copy to: Roberts Vaux, Esq.
Yemassee Town Attorney
P.O. Drawer 769
Bluffton, SC 29910

And to the Developer at: Binden Plantation, LLC
97 Bull Point Drive
Sheldon, South Carolina 29940
Attn: Bob Wolfson

With Copy to: Barry L. Johnson, Esq.
10 Pinckney Colony Road, Suite 200
Okatie, SC 29909

XIV. ENFORCEMENT.

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

XV. Commitment to Employment Opportunity for Residents.

Developer is an equal opportunity employer and demands the same from all its contractors.

Developer also recognizes that it is important that citizens of Yemassee have opportunity for gainful employment and future advancement in the immediate Yemassee area. In order to facilitate opportunity for Yemassee residents, Developer agrees to use its best efforts to post notices of all job opportunities within the Property in a conspicuous location at Town Hall.

XVI. GENERAL.

A. 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 Agreement ("New Laws"), the provisions of this 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 Developer and the Town shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect that such New Law would have on the purposes and intent of this 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 Agreement. In addition, the Developer and Town each shall have the right to challenge the New Laws preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

B. Estoppel Certificate: The Town and 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 Agreement is in full force and effect,
2. that this 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 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.

C. **Entire Agreement**: This Agreement sets forth, and incorporates by reference, all of the agreements, conditions, and understandings among the Town and the Developer 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.

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

E. **Exhibits**: All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full. The exhibits are initialed and dated by each Party to this Agreement.

F. **Construction**: The parties agree that each party and its counsel have reviewed and revised this 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 Agreement or any amendments or exhibits hereto.

G. **Assignment**: The rights, obligations, duties or responsibilities under this Agreement of the Developer are assignable to any other person, firm, corporation or entity; provided however, Developer will remain primarily responsible for the obligations of this Agreement under 1), Sections IX (A) for the first four (4) years of this Agreement and payment of the minimum aggregate Lot and Commercial Development Fees for the first nine (9) years; and 2), Sections IX (C),(D), (E), and (F) of the Agreement unless Developer is specifically released by written agreement of the Town. Developer may also assign credits against Lot and Commercial Development Fees for Advanced Lot Fees it has paid, and may assign units of residential density or lots, and commercial square footage. Developer agrees that prior to

any such assignment(s), Developer shall create a Home Owner's Association that shall have by means of a restrictive covenant the power to assess the various parcels and dwelling units within the Property to carry out the various duties, rights, obligations and responsibilities for which the Developer is charged herein.

H. **Governing Law**: This Agreement shall be governed by the laws of the State of South Carolina.

I. **Counterparts**: This 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.

J. **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 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.

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

L. **No Third Party Beneficiaries**: The provisions of this Agreement may be enforced only by the Town and the Developer. No other persons shall have any rights hereunder.

M. **Additional Land**: Four (4) parcels are designated as "Out Parcels" on Exhibit B. Should the Developer acquire title to any of the Out Parcels, it agrees to petition for annexation and for a modification of this Agreement, which modification that would seek an increase of no more than 24 dwellings if the applicable Out Parcel does not abut U.S. Highway 17 and not more than 10,000 square feet of commercial space per acre for the Out Parcels that abut U.S. Highway 17.

XVII. STATEMENT OF REQUIRED PROVISIONS.

The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60(A). Although certain of these items are addressed elsewhere in this 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 A attached hereto. The present legal owner of the Property is Binden Plantation, LLC.
2. **Duration of Agreement.** The duration of this Agreement is ten (10) year, unless extended per Section III hereof.
3. **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, building intensities and heights, as well as other development – related standards, are contained in the Zoning Regulations and on the Development Plan. Exhibit E sets forth anticipated population density of the Property at build out. Building heights will be limited to 35 feet, measured from the lowest adjacent ground level to the building (as measured for federal flood elevation certificates) to the highest point of the building (excluding chimneys, cupolas, and other such non-habitable spaces), unless suitable financial arrangements are made with the fire protection entity, or fire protection measures (such as the use of sprinklers) are approved by the fire protection entity to ensure that buildings above that height can receive adequate fire protection.
4. **Required Public Facilities.** The Town will provide, or cause to be provided, police and fire services, as well as development application services to the Property. The Town will cause the Beaufort Jasper Water and Sewer Authority, through a franchise agreement, to provide water to the Property. The Town will cause the Beaufort-Jasper Water and Sewer Authority, through a franchise agreement, to provide sewer collection services to the Property. Mandatory provisions and procedures of the Zoning Regulations and this Agreement 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 Zoning Regulations, described above and incorporated herein, contain 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 Agreement.

6. **Local Development Permits.** Specific permits must be obtained prior to commencing development, consistent with the standards set forth in the Zoning Regulations. Building Permits must be obtained under Yemassee law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and the Army Corps of Engineers, when applicable, prior to any impact upon critical area or freshwater wetlands. Access to U.S. Highway 17 will be in accordance with permitting procedures of the South Carolina Department of Transportation. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Developer, and their heirs, successors and assigns, from 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 Zoning Regulations is consistent with the Comprehensive Plan and with current land use regulations of Yemassee, South Carolina.
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 Agreement, the Zoning Regulations and existing law.
9. **Historical Structures.** Any historical or archaeological issues will be addressed through

the permitting process at the time of Development under the Zoning Regulations and no exception from any existing standard is hereby granted.

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

WITNESSES

Developer:

BINDEN PLANTATION, LLC

Francis J. Cantwell
[Signature]

By: Stanley E. Kirkland Sr.
Its: Managing Member

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

)
)
)
ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 4th day of MAY, 2006, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared STANLEY E. KIRKLAND SR., its Managing Member known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate official of Binden Plantation, L.L.C., who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

[Signature]
Notary Public for South Carolina
My Commission Expires: 9-19-11

WITNESSES:

Joelle Paschel
My S. Bennett

TOWN OF YEMASSEE

J. P. Goodwin
Mayor - Town of Yemassee
Attest: Josephine Roberts
Town Clerk - Town of Yemassee

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 4th day of May, 2006 before me, the undersigned Notary Public of the state and County aforesaid, personally appeared known to me (or satisfactorily proven) to be the persons whose name is subscribed to the within document, who acknowledged the due execution of the foregoing Development Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Cynthia D. Pittinger
Notary Public for South Carolina
My Commission Expires: 2-25-13

Exhibit A

Property Description

All that certain piece, parcel or tract of land, situate, lying and being on the southern side of U.S. Highway 17 and U.S. Highway 21 in the County of Beaufort, State of South Carolina, bounded now or formerly as follows: on the Northwest by property of Catherine S. Jefferies and Keith J. Unger; on the Northeast by the right of way of U.S. Highway 17 and U.S. Highway 21; on Southeast by property of William A. Campbell, Jr. et al; and on the Southwest by the banks of the Pocotaligo River; containing in the aggregate 1,317.05 acres, more or less, and being shown as Parcel A, Parcel B, Parcel C, Parcel D, Parcel E, Parcel F, Parcel G, Parcel H, and Parcel I, and each being more particularly described by metes and bounds and courses and distances on plat of survey entitled "A Boundary Survey of Binden Plantation" prepared by TGS Surveying, Thomas G. Stanley, Jr., PLS #18269 dated August 1, 2003, revised October 21, 2003, Job #03135E, and recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 99, page 39, which plat is incorporated herein by reference and made a part of this description.

Buckfield Plantations, LLC is the successor by merger and name change to Rural Land Company and Buckfield Plantations, Inc. as evidenced by filings with the Secretary of State and with Beaufort County in Book 1390, page 1347, and was conveyed portions of the above described property by deeds recorded in the Office of the Register of Deeds of Beaufort County as follows: (i) deed from R. Edward Turner, III Executor of Estate of R. Edward Turner recorded May 17, 19065 in Book 129, page 193; (ii) deed from Annie Laurie Mixon recorded June 3, 1997 in Book 948, page 1028; (iii) deed from Sadie E. Whitman recorded July 10, 1998 in Book 952, page 842; and (iv) deed from Charles Crisp and Delores Crisp recorded March 18, 1998 in Book 1024; page 841.

The remaining portions of the above described property were conveyed to Hollingsworth Funds, Inc. by deed from the Estate of John D. Hollingsworth, deceased, recorded in the Office of the Register of Deeds for Beaufort County in Book 1843, page 669 on September 22, 2003. Reference is also made to the records on file in the Greenville County Probate Court Estate File No. 01ES23 00001 for the administration of the Estate of John D. Hollingsworth, deceased.

The above property is the same property conveyed to Binden Plantation, LLC by Deed of Buckfield Plantation, LLC, a South Carolina limited liability company, and Hollingsworth Funds, Inc., a South Carolina corporation by Deed dated March 28, 2006, recorded March 30, 2006 in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 2346 at Page 2209.

Tax Map Numbers: R700-011-000-0005-0000; R700-012-000-0003-0000; R700-012-003A-0000; R700-012-000-0002-0000; and R700-012-000-001-0000

Exhibit B

Development Plan

(Conceptual Master Plan Too Large to Attach)

A copy of the Master Plan, initialed by the Developer and the Town, is on file with the Yemassee Town Clerk.

Exhibit C

Zoning Regulations

(Current Unified Land Development Ordinance of Yemassee Attached)

**TOWN OF YEMASSEE
UNIFIED LAND DEVELOPMENT ORDINANCE**

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**TOWN OF YEMASSEE
UNIFIED LAND DEVELOPMENT ORDINANCE**

**AN ORDINANCE FOR THE TOWN OF YEMASSEE, SOUTH CAROLINA,
REGULATING THE MANNER IN WHICH LAND USE AND
DEVELOPMENT SHALL OCCUR AND THE SITING OF BUILDINGS AND
STRUCTURES IN RELATION TO EXISTING LAND USE,
ENVIRONMENTAL RESOURCES, AND THE TOWN'S ADOPTED
COMPREHENSIVE PLAN.**

AUTHORITY AND ENACTMENT

In pursuance of the authority granted by the South Carolina Code of Laws Title 6, Chapter 29, and for the purpose set out below, the Yemassee Town Council does hereby ordain and enact into law the following articles and sections.

**ARTICLE I
TITLE, PURPOSE, JURISDICTION**

Section 1.1 *Title*

This Ordinance shall be known and may be cited as the Unified Land Development Ordinance of the Town of Yemassee.

Section 1.2 *Purpose*

The principal purposes of this Ordinance are:

- 1) To protect land values through good and responsible development;
- 2) To implement the recommendations of the Comprehensive Plan for the Town of Yemassee;
- 3) To conserve and ensure access to the town's natural , historic, and scenic resources for future generations to enjoy;
- 4) To secure the safety of residents from the hazards of improper development;
- 5) To enhance the development process and improve the siting of new development; and

- 6) To protect and conserve the character of existing neighborhoods and subdivisions.

Section 1.3 *Jurisdiction*

This Ordinance shall apply to all incorporated portions of the Town of Yemassee.

ARTICLE II SITE ANALYSIS

Section 2.1 Purpose

Good development begins with an analysis of the natural and environmental features of a site. These factors include land forms, wetlands, soils, slopes, floodplains, etc. and they differ from site to site. Each is critical to, and must be addressed by, the development process.

The purpose of this Article, therefore, is to mitigate the impact of development where it might adversely disturb or be adversely affected by these natural features.

Section 2.2 Natural Features Analysis

As part of the required site analysis, each site shall include an identification of any and all of the following natural features:

- Floodplains
- Soils with severe limitations to development
- Wetlands

Where such features are identified, sound engineering solutions shall be required to reduce or eliminate any negative effects of the proposed development, or such features shall remain undisturbed.

Section 2.3 Floodplain Requirement

Where floodplains are identified by the analysis, as shown on the latest edition of the Flood Insurance Rate Map for the Town of Yemassee, as prepared by the Federal Emergency Management Agency, the provisions of this section shall apply.

2.3.1 Development standards. In all floodplains, the following development standards shall apply:

- 1) **For all new construction, manufactured homes, and substantial improvements, such uses shall:**
 - a) be anchored to prevent flotation, collapse or lateral movement.
 - b) be constructed with materials and utility equipment resistant to flood damage.

- c) be constructed by methods and practices that minimize flood damage.
 - d) have all electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- 2) **For new and replacement water supply systems.** Such uses shall be designed to minimize or eliminate infiltration of floodwaters into the system.
 - 3) **For new and replacement sanitary sewerage systems.** Such uses shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharges from the system into floodwaters.
 - 4) **For on-site waste disposal systems.** Such uses shall be located and constructed to avoid impairment to them or contamination from them during flooding.
 - 5) **For residential uses.** All new construction or substantial improvement of any residential structure shall have the lowest floor, including basement, no lower than the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movement of floodwaters shall be provided in accordance with standards of Subsection 2.20
 - 6) **For non-residential uses.** New construction or substantial improvement of any non-residential structure:
 - a) Shall have the lowest floor , including basement no lower than the base flood elevation, or
 - b) may be flood-proofed in lieu of being elevated provided that all areas of the structure below the required elevation are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied.

- 7) **For elevated buildings.** New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the base flood elevation shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.
- a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following:
 - i) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - ii) The bottom of all openings shall be no higher than one foot above grade;
 - iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
 - b) Electrical, plumbing, and other utility connections are prohibited below the base flood elevation;
 - c) Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and
 - d) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.

Section 24 *Soils Analysis*

Soils may and often do pose significant constraints to development; however, these constraints often may be overcome by sound engineering solutions, making use of such soils possible if proper steps are taken. Such steps might include the removal of these soils from construction areas, use of additional fill dirt, use of extra thick sub-base, pilings, elevated first floor, or other such measures.

All requests for preliminary plat or site plan approval shall include a soils analysis of the property using the Soil Survey of Hampton County or the Soil Survey of Beaufort County as appropriate, which is available from the South Carolina Soil Conservation

Service. This analysis shall indicate whether soils posing severe constraints to development are present on the site, and shall describe the extent of the soil(s) and how its limitations are to be overcome. The proposed method of dealing with the soils shall be approved by the Building Inspector prior to the issuance of a building permit.

Section 2.5 Wetlands Requirements

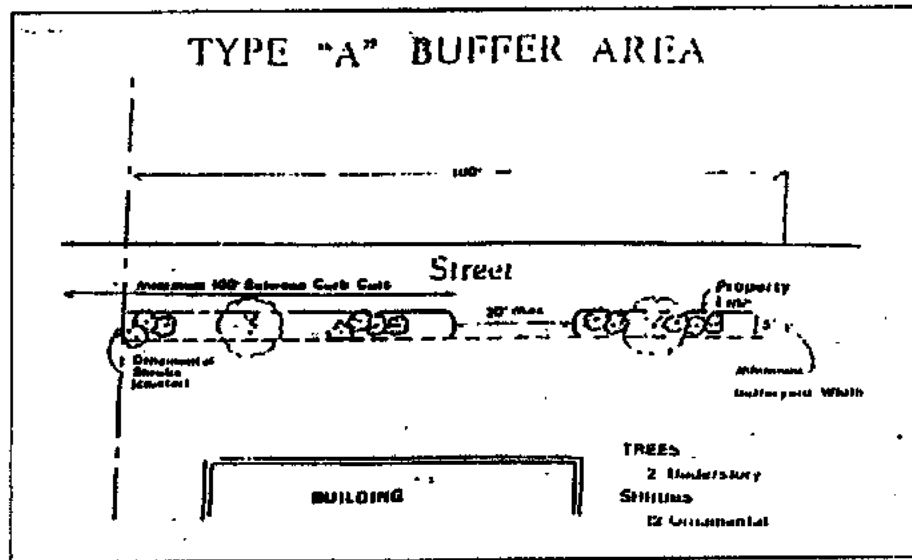
Where wetlands are identified by the analysis, or shown to exist on wetlands inventory maps prepared by the U.S. Department of the Interior, Fish and Wildlife Service, copies of which shall be on file and available in the Town Hall, the applicant shall contact the U.S. Army Corps of Engineers to determine if such wetlands are "jurisdictional wetlands". If jurisdictional wetlands are present on the site, the applicant must secure the necessary permits and/or clearance before a building permit shall be issued by the Town.

**ARTICLE III
GENERAL DEVELOPMENT STANDARDS**

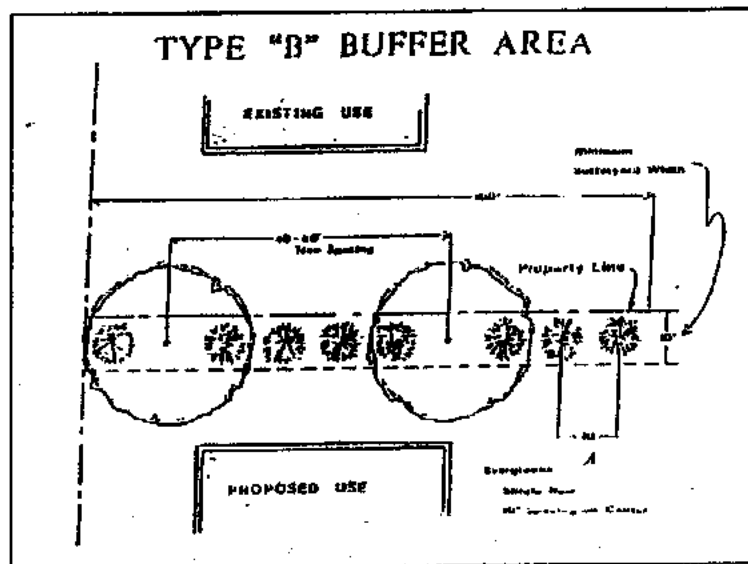
The following regulations are intended generally to ensure land use compatibility, to improve aesthetics, to foster "good neighbor" building practices, and to protect against storm water run-off and sedimentation, among other things.

Section 3.1 *Buffer Areas*

- 3.1.1 Definition.** A buffer area is a unit of yard, together with plantings, fences, walls, and other screening devices required thereon.
- 3.1.2 Purpose.** The purpose of a buffer area is to ameliorate nuisances between adjacent land uses and streets, and promote land use compatibility. Additionally, the buffer area is designed to safeguard property values and preserve the character and integrity of the Town.
- 3.1.3 Location.** Buffer areas shall be located on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line. They shall not be located on any portion of an existing street or right-of-way; however, they may occupy part or all of any front, side or rear yard or setback required by this Ordinance. Where required, buffer areas and/or buffer area structures shall be developed as an integral part of the proposed use.
- 3.1.4 Design Standards.** Three types of buffer areas are required by this Ordinance: Type A, Type B, and Type C.
- 1) **Type "A" Buffer Area.** The Type A Buffer Area consists of low density landscaping between a proposed use and the adjacent street, providing separation between the two. The buffer area shall be a minimum width of five (5) feet. Per 100 linear feet of frontage, the buffer area shall consist of a combination of 12 ornamental shrubs, two understory trees and landscaped grass areas, or other appropriate ground cover. The shrubs may be clustered to assure their survival. A sample site plan is illustrated by the following diagram.

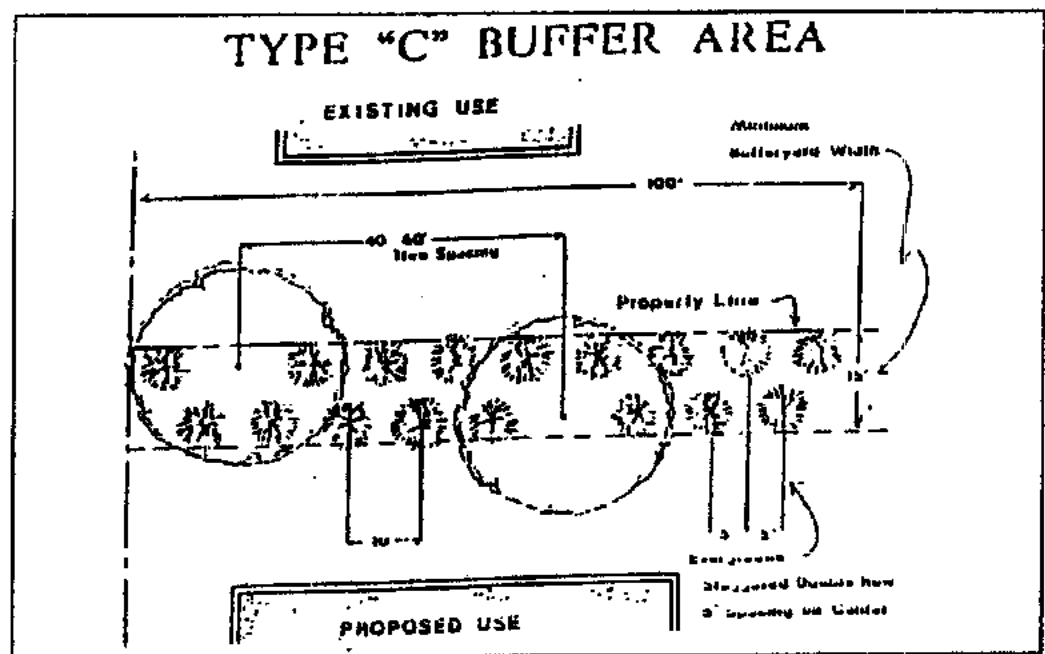


- 2) **Type "B" Buffer Area.** The Type B Buffer Area is a medium density screen intended to block visual contact between uses and to create spatial separation. The buffer area shall be a minimum width of 10 feet. Per 100 lineal feet the screen shall consist of a combination of 2 deciduous trees planted 40 to 60 feet on center and 8 evergreen plants planted 10 feet on center. A sample site plan is illustrated by the following diagram.



- 3) **Type "C" Buffer Area.** The Type C buffer Area is a high-density screen intended to exclude all visual contact between uses and to create a spatial separation. The buffer area shall be a minimum width of 15 feet. Per 100 lineal feet the screen shall consist of a combination of 2 deciduous trees planted 40 to 60 feet on center and 17 evergreen plants or understory trees

planted in a double-staggered row 10 feet on center. A sample site plan is illustrated by the following diagram.



3.1.5 Determination of Buffer Area Requirements. Buffer Areas shall be required under the following circumstances.

- 1) **Type A Buffer Area Required.** Whenever a multi-family complex, mobile home park, recreational vehicle park, or non-residential use is proposed, a Type A Buffer Area shall be provided along the street right-of-way boundary of the proposed use, separating it from the adjoining street. Properties located in the downtown area, as defined by this ordinance, are exempt from this requirement.
- 2) **Type B Buffer Area Required.** Whenever a mobile home park, recreational vehicle park, multi-family or townhouse project, mini-warehouse, institutional, or commercial use is proposed for a site or lot adjoining an occupied residential use with no intervening public or private street or right-of-way of eighteen (18) feet or greater, a Type B Buffer Area shall be provided along the boundary of the adjoining residential property line.
- 3) **Type C Buffer Area Required.** Whenever an industrial, warehouse, outdoor storage, or related use is proposed for a site or lot adjoining an occupied residential use with no intervening public or private street or

right-of-way of eighteen (18) feet or greater, a Type C Buffer Area shall be provided along the boundary of the residential property line.

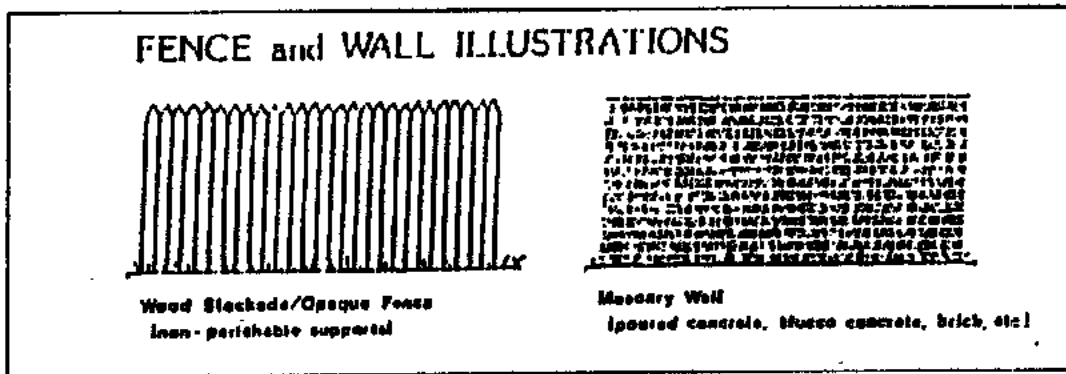
3.1.6 Buffer Area Specifications

- 1) **Minimum Installation Size.** At installation or planting, all evergreen (understory) trees and/or shrubs used to fulfill buffer area requirements shall be not less than 6 feet in height, and all deciduous (canopy) trees shall be not less than 8 feet in height, except for ornamental shrubs for Type A Buffer Areas, which may be used.
- 2) **Minimum Mature Size.** At maturity, evergreen plant material used for screening shall form a continuous opaque screen averaging 10 feet in height, and deciduous plant material used for screening shall average 25 feet in height.
- 3) **Staggered Plantings.** Where required, evergreen and deciduous plant material shall be planted in at least two rows and in an alternating fashion to form a continuous opaque screen of plant material.

3.1.7 Substitutions. The following substitutions shall satisfy the requirements of this section:

- 1) **Existing Plant Materials.** Existing trees of 4 inches or more in diameter, measured at 2 feet above the ground, within the required buffer area may be included in the computation of the required buffer area planting, with approval of the Building Inspector.
- 2) **Fence or Wall.** Where, owing to existing land use, lot sizes, or configurations, topography, or circumstances peculiar to a given piece of property, the buffer area requirements of this section cannot reasonably be met, the developers) may request and the Planning Commission may approve the substitution of appropriate screening, in the way of a fence or wall structure along the property line of the proposed use in accord with the following standards.

A six foot fence, as illustrated below, may be substituted for a Type "B" Buffer Area, and an eight foot fence may be substituted for a Type "C" Buffer Area.



3.1.8 Responsibility. It shall be the responsibility of the proposed new use to provide the buffer area where required by this ordinance, except that no new detached single-family use shall be required to provide such buffer area.

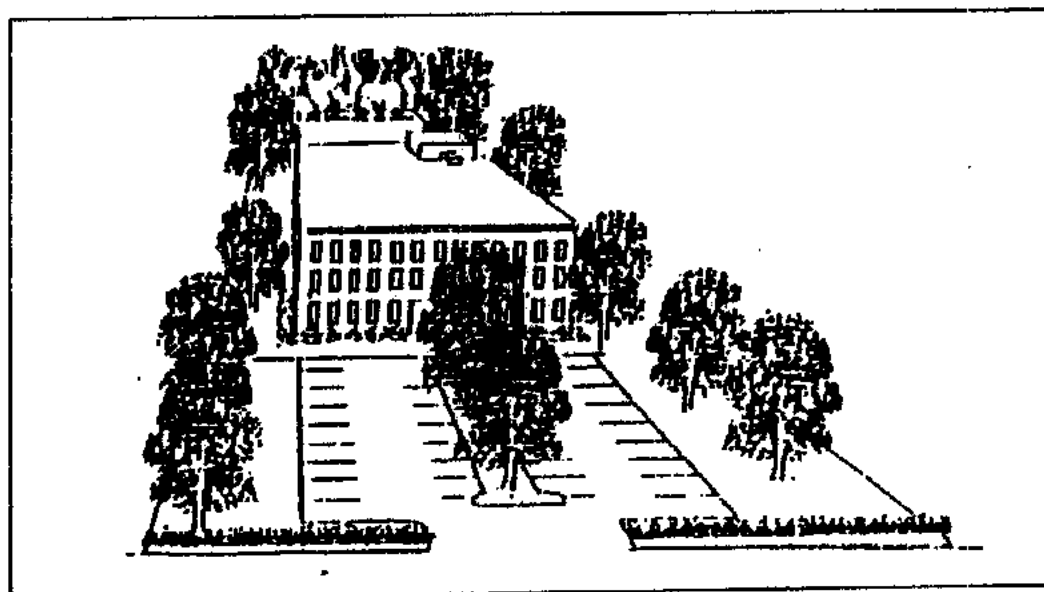
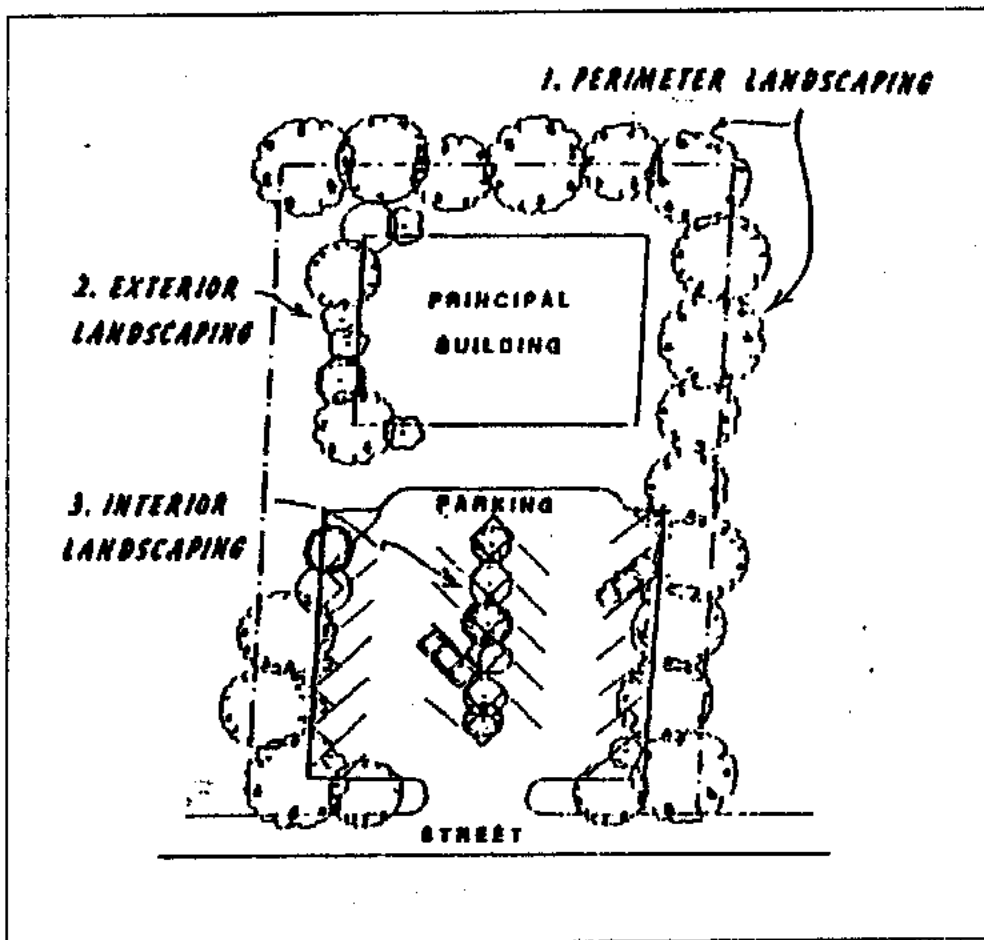
3.1.9 Required Maintenance. The maintenance of required buffer areas shall be the responsibility of the property owner. And all such areas shall be properly maintained so as to assure continued buffering. Dead trees shall be removed; debris and litter shall be cleaned; and berms, fences, and walls shall be maintained at all times. Failure to do so is a violation of this Ordinance, and may be remedied in the manner prescribed for other violations.

3.1.10 Use of Buffer Areas. A buffer area may be used for passive recreation; however, no plant material may be removed. All other uses are prohibited.

Section 3.2 Landscaping

3.2.1 Definition. Landscaping is a type of open space permanently devoted and maintained for the growing of shrubbery, grass, other plants, and decorative features to the land. Landscaping aspects are shown in the following two illustrations.

3.2.2 Purpose. The purpose of landscaping is to improve the appearance of vehicular use areas and property abutting public rights-of-way; to protect, preserve, and promote the aesthetic appeal, scenic beauty, character and value of land; and to promote public health and safety through the reduction of noise pollution, storm water run-off, air pollution, visual pollution, and glare from artificial light.



3.2.3 Where Required. No multi-family or non-residential use shall hereafter be created or used unless landscaping is provided in accordance with the provisions of this section. And no existing building, structure or vehicular use area shall be expanded or enlarged unless the minimum landscaping required by the provisions of this section is provided to the extent required for the alteration or expansion.

3.2.4 Landscaping Plan. A landscaping plan shall be submitted as part of the application for a building permit. The plan shall:

- 1) Designate areas to be reserved for landscaping. The specific design of landscaping shall be sensitive to the physical and design characteristics of the site.
- 2) Indicate the location and dimensions of landscaped areas, plant materials, decorative features, etc.
- 3) Identify for preservation at least 50 percent of all existing trees 30 or more inches in circumference (measured at 3 feet above ground) in required setback (yard) areas.

3.2.5 Landscaping Requirements. Required landscaping shall be provided as follows:

- 1) Along the outer perimeter of a lot or parcel where required by the buffer area provisions of this Article to separate incompatible land uses. The amount specified shall be as prescribed by section 3.0.
- 2) Within the interior of a lot or parcel, peninsula or island type landscaped areas shall be provided for any open vehicular use area containing 20 or more parking spaces. Landscaped areas shall be located in such manner as to divide and break up the expanse of paving and at strategic points to guide travel flow and directions. Elsewhere, landscaped areas shall be designed to soften and complement the building site.

At a minimum, interior lot landscaping shall be provided in the following amounts:

<u>Use</u>	<u>% of Lot</u>
Institutional	20%
Industrial/wholesale/storage	15%
Office	20%
Commercial/retail/service	12%
Multi-family projects	25%

Buffer area landscaping may provide up to 50 percent of the above requirement. Landscaping along exterior building walls and structures is suggested to separate with greenery the building from the vehicular surface area.

Section 3.3 Area Standards

3.3.1 Definition. Area standards are a measure of minimum lot or parcel requirements.

3.3.2 Purpose. The purpose of area requirements is to ensure the adequate provision of light and air, and to prevent the crowding of development.

3.3.3 Standards. All new buildings and structures on a public sewerage system shall meet or exceed the following minimum lot standards. All new buildings and structures not on such a system shall meet the minimum area requirements of the County Health Department (SCDHEC), but shall be no less than the following:

<u>Use</u>	<u>Minimum lot size</u>
Single-family detached dwelling	10,000 sq. ft.
Manufactured home on single lot	10,000 sq. ft.
Duplex	18,000 sq. ft.
Multi-family and apartment project	
Area per project	2 acres
Area per unit	4,000 sq. ft.
Cluster dwelling and patio home	
Area per project	2 acres
Area per unit	5,000 sq. ft.
Mobile home park	
Area per project	5 acres
Area per unit	10,000 sq. ft.
Non-residential uses	5,000 sq. ft.

Section 3.4 *Impervious Surface Standards*

- 3.4.1 Definition.** Impervious surfaces are those that do not absorb water. All buildings, parking areas, driveways, roads, sidewalk, and any areas in concrete and asphalt are considered impervious surfaces. The impervious surface ratio is a measure of the intensity of land use. It is determined by dividing the total area of all impervious surfaces on a site by the gross site area.
- 3.4.2 Purpose.** The purpose of impervious surface standards is to reduce the impact of storm water run-off created by development. By requiring on-site permeable areas, lot-line-to-lot-line "black topping" is declared by this Ordinance to be an unacceptable practice.
- 3.4.3 Standards.** The following uses shall be limited in the amount of on-site impervious surface areas to the prescribed ratios:

<u>Use</u>	<u>Impervious Surface Ratio</u>
Residential	55%
Commercial	80%
Industrial/warehousing/storage	75%
Institutional	65%

Section 3.5 *Setbacks*

- 3.5.1 Definition.** A setback is a required minimum distance between a building or building line and the nearest property line, or highway or utility right-of-way.
- 3.5.2 Purpose.** The purpose of setback regulations are: (1) to ensure the provision of light and open space between structures; (2) to accommodate future street widening at the lowest possible cost; and (3) to prevent the crowding of development.
- 3.5.3 Standards.** All buildings and structures, including the expansion of existing buildings and structures, shall meet the following minimum setback requirements. However, fences and walls shall be allowed along the property line, unless otherwise specified by Buffer Area requirements.

Use	For Front Yards Abutting:				
	Minor Street right-of-way	Collector Street right-of-way	Arterial Street right-of-way	Side Yards	Rear Yards
RESIDENTIAL					
Single family	30'	40'	50'	Note 1	25'
Multi-family	30'	40'	50'	25'	25'
Manufactured home	30'	40'	50'	10'	25'
Duplex	30'	40'	50'	10'	25'
Townhouse	30'	40'	50'	15'	5'
Patio/cluster homes	30'	40'	50'	Note 2	5'
Accessory units	30'	40'	50'	5'	5'
Non-Residential					
Principal	30'	40'	50'	10'	10'
Accessory	30'	40'	50'	Note 3	Note 3

NOTES:

- 1) A 10' side yard setback is required .
- 2) For patio homes and cluster housing subdivisions, a five foot setback shall be required on one side only, and between the end unit and the external property line.
- 3) Accessory uses including off-street parking may be located in the required setback area, but not in any required buffer area.
- 4) Minor streets provide access to property. Collector streets conduct traffic from minor streets to arterials. Arterial streets carry traffic into and out of Town.

3.5.4 Measurements. Required setbacks shall be measured from the nearest property line perpendicular to the building line.

3.5.5 Modifications. The following modifications shall apply, where applicable:

- 1) Where more than one main building or structure is to be located on a lot, the required setback shall be maintained around the group of buildings.
- 2) Where a lot fronts on two non-intersecting streets, or two intersecting streets forming an angle of 60 degrees or less, front yard setbacks shall be provided on both streets.

- 3) For corner lots a front yard setback shall be required on the street of higher classification ranked in the following order: (1) arterial, (2) collector, (3) minor, or in the case of two equally classified streets, the street having the higher traffic volume. A second front yard setback of one-half the depth shall be provided on the lower classified street or the one having the lower traffic volume.
- 4) Notwithstanding the front yard setbacks of this section, the front building line of any proposed building may be as close to the street as the average front building line of existing buildings fronting on the same block and within 400 feet of the proposed use.
- 5) Free standing sign structures and off-street parking spaces may be located in the required setback area provided such use and structures shall be no closer than 5 feet to any property line and shall occupy no required buffer area.
- 6) Commercial condominium projects are allowed to share interior property lines provided that 20' setbacks shall be required on the end unit; further provided that such projects (buildings) shall not exceed 600' parallel to the street providing principal access. Where buildings are grouped on the same lot, forming a shopping or business center, a 20' side yard setback shall be required on each end of the project.
- 7) For townhouses, there shall be no minimum between units, but a 15-foot setback shall be required between the end unit and the external property line, and between buildings on the project site. No more than 6 units may be attached.
- 8) Accessory buildings or structures in excess of 15 feet in height or 600 square feet in gross floor area, satellite dishes, ham radio towers, and domestic kennels and pens shall observe the minimum setback requirements for the principal building or use to which they are accessory. Additionally, satellite dishes shall be located no closer than 50 feet to the front property line.
- 9) Barns and structures housing livestock, and the keeping of swine or fowl regardless of the type of enclosure, are required to have a permit from the Town at no cost. The presence of unpleasant odors or noise will result in the permit being revoked.

3.5.6 Projections Into Setback (Required Yard) Area. The following shall be permitted to project into the required setback area:

- 1) Eaves, chimneys, cornices, gutters and other minor architectural features projecting less than 24 inches from the main building.
- 2) Unenclosed steps not extending above the first floor level and not closer than five (5) feet to a property line.
- 3) Retaining walls of any necessary height, but not closer than eighteen (18) inches to a street line.
- 4) A protective hood or awning over a doorway not more than five (5) feet into the required minimum setback area.

3.5.7 Setbacks At Street and Driveway Intersections. Where a driveway intersects a street, or a street intersects another street, any and all buildings, structures, or hedges shall be set back a sufficient distance from such intersection to assure visual clearance. However, structures or hedges less than 2-1/2 feet in height, structures (poles) less than 12 inches in diameter, and free-standing signs at least 9 feet above ground, may be permitted in such visual clearance areas.

ARTICLE IV

Reserved.

ARTICLE V

DEVELOPMENT STANDARDS FOR THE CONSTRUCTION, MAINTENANCE AND REMOVAL OF SIGNS

Section 5.1 Purpose

The purpose of these regulations is to protect the dual interest of the public and the advertiser. They are designed to protect public safety and welfare and to insure the maintenance of an attractive community environment, while satisfying the needs of sign users for adequate identification, communication, and advertising.

Section 5.2 Applicability and Conformance

This article regulates the number, size, placement and physical characteristics of signs, and requires permits for certain signs. From and after the adoption of this ordinance, no sign may be erected in the incorporated limits of the Town of Yemassee unless it conforms with the requirements of this article.

Section 5.3 Application for Signs

All signs to be erected or displayed within the Town shall be erected or displayed only after application has been made to and approved by the Building Inspector.

Section 5.3 Exempt Signs

The following signs are exempt from the provisions of this article and require no permit.

- 1) One sign or plate attached to the wall of each building, not more than one square foot in area.
- 2) Signs of duly constituted governing bodies, including traffic regulatory devices, legal notices and warnings at railroad crossings.
- 3) Signs on the interior side of window glass.

Section 5.4 Prohibited Signs

The following signs are prohibited:

b) **Number of Signs.** One free-standing sign is allowed for each developed site, lot or parcel. Where a site or parcel fronts on more than one street, one additional free-standing sign is permitted for each additional street upon which it fronts, provided the additional signs each face different streets.

i) Where two or more detached buildings occupy the *same* lot or parcel, each *may* have one free-standing sign, provided the total sign area does not exceed the allowable limits specified by this Ordinance, based on the total lineal street frontage of the site or parcel on which they are to be located.

ii) Where two or more attached businesses or buildings occupy the same site or parcel, i.e. shopping center, only one free-standing sign for the aggregate businesses shall be permitted per street frontage.

3) **Permanent Signs Attached To Buildings, under the following conditions:**

a) If there is no free-standing sign on the site, 1-1/2 square feet of sign area shall be permitted for each lineal front foot of the principal building.

If there is a free-standing sign, only one (1) square foot of sign area shall be permitted for each lineal front foot of the principal building.

b) Flat, projecting, marquee, and awning signs are allowed.

c) There is no limit on the number of signs if within the total allowable area limit. However, only one projecting sign is allowed per building frontage, and shall be allowed only if there is no free-standing sign on the same site frontage; except for shopping centers, which may have one projecting sign for each business use, plus allowable freestanding signs.

4) **Free-standing off premises signs for non-residential uses, under the following conditions:**

a) **Definition.** An off premises sign is one that is not located on the premises of the business or entity indicated or advertised on said sign. This includes products advertised in conjunction with a business entity, but does not include temporary signs of fifteen (15) square feet or less

advertising real estate for sale or rent, or identifying planned office or

commercial centers.

- b) **Restrictions.** No off premises sign may be located closer than one thousand (1,000) feet in any direction of another off premises sign.

Section 5.6 Development Standards for Signs

All signs allowed by this Article shall comply with the development standards of this section.

- 5.6.1 Visual Area Clearance.** No sign shall be located so as to obstruct travel vision at street or driveway intersections.
- 5.6.2 Vehicle Area Clearance.** When a sign extends over an area where vehicles travel or are parked, the bottom of the sign structure shall be at least 14 feet above the ground. Vehicle areas include driveways, alleys, parking lots, and loading and maneuvering areas.
- 5.6.3 Pedestrian Area Clearance.** When a sign extends over sidewalks, walkways or other spaces accessible to pedestrians, the bottom of the sign structure shall be at least 8-1/2 feet above the ground.
- 5.6.4 Sign Height.** The maximum height of signs or billboards within Town limits shall be forty-five (45) feet, provided that when the ground level is lower than adjacent pavement level, the sign height may be increased, but may not exceed 45 feet above pavement level.
- 5.6.4 Sign Materials.** Signs must be constructed of durable materials, maintained in good condition and not permitted to fall in disrepair.
- 5.6.5 Sign Illumination.** Signs when illuminated by direct lighting shall have such lighting shielded so as not to directly shine on abutting properties or in the line of vision of the public using the streets or sidewalks.
- 5.6.6 Location of Signs.** No signs including traffic signs and similar regulatory notices except those of a duly constituted governing body shall be located within any road right-of-way and no part of a sign, while permitted in required yards, shall be located closer than five (5) feet to any property line.

No part of any sign attached to a building in any manner shall extend beyond the uppermost point of such building, except for those signs which are an integral part of the architectural design of said building.

Section 5.7 Removal of Signs

- 5.7.1** The lawful use of any permanently mounted sign existing at the time of the enactment of this Ordinance may be continued although such use does not conform with the provisions of this Ordinance, except that those declared abandoned shall be removed within 90 days of the effective date of this ordinance.
- 5.7.2** Any existing sign which is subsequently abandoned shall be removed, and any existing sign exceeding the allowable face area, and which is subsequently destroyed or damaged to the extent of fifty (50) percent or more of its replacement cost, shall be removed or brought into conformity with these regulations.
- 5.7.3** Any nonconforming sign which is not permanently mounted shall be removed or brought into conformity no later than three months following the effective date of this ordinance.
- 5.7.4** An order under this section shall be issued in writing to the owner of any abandoned or non-conforming sign, or of the building or the premises on which such sign is located, to comply within a stated period of time. Upon failure to comply with such notice, the Town may remove the sign and any costs of removal incurred in the process may be collected in a manner prescribed by law.

ARTICLE VI

DEVELOPMENT STANDARDS FOR OFF-STREET PARKING AND LOADING

Section 6.1 *Definition*

An off-street parking space is an area, not in a street or alley, which is permanently reserved for the temporary storage of one automobile which is connected to a street or alley by a driveway which affords ingress and egress.

Section 6.2 *Purpose*

The purpose of this article is to ensure the provision of off-street parking in sufficient quantity to satisfy the demand generated by any given land use, and subsequently reduce the impact of development requiring parking on the public transportation system.

Section 6.3 *Off-Street Parking Requirements*

- 6.3.1 Off-street automobile storage and parking space shall be provided on every lot on which any of the following uses are hereafter established. The number of parking spaces provided shall be at least as great as the number specified below for each particular use. When application of said provision results in a fractional space requirement, the next larger requirement shall prevail.

<u>Use</u>	<u>Spaces per Unit of Measure</u>
Auditorium, theatre	0.3 per seat in main auditorium
Auto service station	1.0 per pump
Boarding/rooming house	1.0 per bedroom
Bowling alley	5.0 per lane
Child care center	1.0 per employee, plus 1.0 per 10 children
Congregate housing	1.0 per employee largest shift, plus 0.4 per resident
Convenience store	1.0 per 200 sq. ft. gross floor area (GFA)
Cultural facilities	1.2 per 1,000 sq. ft. GFA
Dwelling unit	1.5 per one bedroom unit 2.0 per unit for all others
Financial Institutions	1.0 per 300 sq. ft. GFA
Automatic tellers	2.0 per machine
Fraternity & sorority	3.3 per 1,000 sq. ft. GFA

Funeral home	5.0, plus 1.0 per 4 seats in main assembly room
Grocery or supermarket	3.5 per 1,000 sq. ft. GFA
Hospitals and nursing homes	1.0 per bed, plus 1.0 per 300 sq. ft. office and administrative space
Hotel, motel or motor court	1.1 per rental unit, plus requirement for associated use
House of worship	0.3 per seat in largest room
Industrial, manufacturing, and processing uses	0.6 per employee of largest shift
Mini warehouses	1.0 per 10 storage units
Mobile home park	2.0 per mobile home space, plus 0.5 per employee
Membership organizations	3.3 per 1,000 sq. ft. GFA
Office and professional building	1.0 per 300 sq. ft. GFA
Office, medical or dental clinics	8.0 per doctor or dentist
Public service buildings	3.3 per 1,000 sq. ft. GFA
Radio and TV stations	1.2 per 1,000 sq. ft. GFA
Recreational Vehicle Park	1.0 per RV space, plus 0.5 per employee
Restaurants	1.5 per 150 sq. ft. GFA
Retail and personal service shops	1.0 per 300 sq. ft. GFA
Other sales and service	1.0 per 500 sq. ft. GFA
Schools:	
Elementary & middle	2.0 per classroom, plus 2.0 for the office
High school, technical, and colleges	0.3 per student, plus 1.0 per staff member
Shopping Center	1.0 per 250 sq. ft. GFA
Taverns, night clubs	1.0 per 30% of capacity
Veterinary clinic	5.0 per 1,000 sq. ft. GFA
Wholesaling, warehousing and distribution operations	0.6 per employee of largest shift

6.3.2 The parking space requirements for a use not specifically listed above shall be the same as for a listed, use of similar characteristics of parking demand generation.

6.3.3 Except for shopping centers, mixed uses, uses with different parking requirements occupying the same building or premises, or in the case of joint use of a building or premises by more than one use-having the same parking

requirements, the parking spaces required shall equal the sum of the requirements of the various uses computed separately.

6.3.4 Whenever a building or use, constructed or established after the effective date of these regulations is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity or otherwise, to create a need for an increase of ten percent or more in the number of existing parking spaces such spaces shall be provided on the basis of the enlargement or change.

6.3.5 Parking for the physically handicapped shall conform to Federal standards at a minimum.

Section 6.4 *Reduction of Off-Street Parking Space*

Off-street parking facilities at the effective date of this Ordinance shall not subsequently be reduced to an amount less than that required under this Ordinance for a similar new building or new use. Off-street parking facilities provided to comply with the provisions of this Ordinance shall not subsequently be reduced below the requirements of this ordinance, except that by reason of reduced floor area or capacity or change in requirements that a reduction in off-street parking is reasonable and consistent with the public welfare.

Section 6.5 *Land To Provide Parking*

The land to provide parking must be on the same site as the use it is intended to serve; however, street separation is permissible.

Section 6.6 *Design Standards*

6.6.1 **Applicability.** The requirements of this section shall not apply to single-family homes, patio homes, duplexes, mobile homes, semi-detached dwellings, or outdoor recreational uses.

6.6.2 **Drainage and Maintenance.** Off-street parking facilities shall be properly graded for drainage to prevent damage to abutting property and/or public streets. Off-street parking areas shall be maintained in a clean, orderly, dust-free, and weed-free condition at the expense of the owner or lessee and not used for the sale, repair, or dismantling or servicing of any vehicles or equipment, except for service and auto repair stations.

6.6.3 **Separation From Walkways and Streets.** Landscaping, curbing, fencing or other approved barriers to vehicular movement shall be provided along

property boundaries to control entrance and exit of vehicles or pedestrians, and to separate off-street parking spaces from sidewalks and streets. All parking spaces shall be designed so that vehicular movement onto a public street is in a forward motion.

- 6.6.4 Surfacing and Marking.** Parking lots with ten (10) or more spaces shall be surfaced with asphalt or concrete, and shall be marked by painted lines, curbs or other means to indicate individual spaces. However, such requirements may be waived on an individual basis by the Planning Commission for churches and uses not catering to the public.
- 6.6.5 Lighting.** Adequate lighting shall be provided if off-street parking spaces are to be used at night. Equipment for lighting parking facilities shall be arranged so that light does not interfere with traffic or adjoining residential uses.
- 6.6.6 Parking and Aisle Dimensions.** Parking stalls shall be not less than nine (9) feet by nineteen (19) feet, except that a maximum of thirty percent (30%) of the total number of stalls may be 8.5 feet by eighteen (18) feet. However, the dimensions of all parallel parking stalls shall be not less than nine (9) feet by twenty-four (24) feet. Minimum aisle widths shall be as follows:

**ARTICLE VII
SUPPLEMENTAL DEVELOPMENT STANDARDS FOR CERTAIN LAND USES
AND LARGE SCALE PROJECTS**

Section 7.1 Purpose

The purpose of this Article is to ameliorate the impact and improve the siting of certain land uses whose characteristics could adversely affect surrounding property and environmental conditions. Toward this end, standards over and above those set forth elsewhere by this Ordinance are imposed by this Article.

Section 7.2 Uses Not Permitted By This Ordinance

The following uses are declared by this Ordinance to be incompatible with the overall development patterns of the Town of Yemassee and are, therefore, prohibited:

- Incinerators
- Hazardous waste and nuclear waste disposal sites
- Stockyards, slaughter houses, commercial poultry houses, and animal auction houses

Section 7.2 Uses Affected By This Article

The additional requirements of this Article shall apply to the following uses:

- Sanitary landfills
- Resource recovery, recycling, solid waste storage, transfer and composting facilities, waste tire sites, etc.
- Vehicular race and testing tracks
- Mining and extraction operations
- Outdoor pistol, rifle or skeet ranges
- Commercial kennels and wild game processing plants
- Large scale projects
- Automotive wrecking, salvage and junk yards
- Manufactured (mobile) homes and mobile home parks
- Environmentally sensitive industrial and/or processing plants
- Recreational vehicle parks and campgrounds
- Construction, demolition and land clearing debris landfills
- Sexually oriented businesses

Section 7.2 *Hearing, Review Required*

7.2.1 Owing to the nature and potential impact of certain uses listed by this Article, the Board of Appeals shall call for and conduct a public hearing on any application to establish such use in the Town of Yemassee, having given at least 15 days notice of time and place in a newspaper of general circulation in Hampton County; except that the following projects and uses shall be exempt from this requirement and may be approved for permitting by the Building Official, providing all conditions thereto have been met.

- 1) Manufactured homes
- 2) Mobile home parks
- 3) Recreational vehicle parks and campgrounds
- 4) Construction, demolition and land clearing debris landfills

7.2.2 The Board of Appeals shall review and evaluate each application with respect to all applicable development standards contained herein and elsewhere in this Ordinance, and shall consider the following in its deliberations.

- 1) The relationship of the proposed use with respect to the Town's Comprehensive Plan.
- 2) The impact of the proposed use on the street system, with particular reference to automotive and pedestrian safety and convenience, traffic generation flow and control, and access in case of fire or catastrophe, such as not to be detrimental to existing or anticipated uses, either adjacent to or in the vicinity of the proposed use.
- 3) The impact of the proposed use on nearby property.
- 4) The suitability of the affected site in terms of size, shape, and topographic conditions to accommodate the proposed use, building or project and to ensure environmental compatibility.
- 5) The qualifications of the applicant to comply fully with all applicable regulations. Any prior record of noncompliance with operational regulations of similar businesses or activities, including any and all notices of deficiencies, violations, citations, consent orders, fines, penalties, debarments, remedial requirements, record of unsatisfactory performance, civil or criminal claims of wrongdoing, and any actions under appeal to regulatory agencies or to judicial entries, shall be considered in the evaluation of the applicant's qualifications to conduct such a business in the Town of Yemassee.

7.2.3 At the conclusion of its review, the Board of Appeals may approve the proposal as presented, approve it with specified modifications, or disapprove it.

7.2.4 If approved, the Building Official shall be instructed to issue the appropriate permit(s), or if conditionally approved, the applicant shall be instructed on any contingencies or modifications imposed by the Board. If disapproved, the applicant shall be notified in writing with the reasons therefore.

Section 7.3 *Sanitary Landfills and Incinerators*

Due to consideration for the public health and safety and the general welfare of town residents any such uses proposed for the Town of Yemassee shall comply with the following supplemental development standards:

- 1) No such use shall be located within 1,000 feet of any existing residential, recreational, religious, educational, medical or public use (measured in a straight line).
- 2) A geotechnical engineering firm approved by the Board shall render a written opinion that, in their best professional judgment, the formations being used to contain the waste are impermeable and that the surrounding ground water sources will not be contaminated.
- 3) A drainage and sedimentation plan shall accompany the request, showing all off-site run-off.
- 4) The facility shall be enclosed by an opaque fence or wall structure illustrated by section 3.07, on all sides visible from the road or street serving the facility and an opaque cyclone fence on the remaining unexposed boundaries.

Section 7.4 *Resource Recovery and Recycling Facilities, Solid Waste Storage and Transfer Facilities, Waste Tire Sites, and Composting Facilities, Etc.*

In keeping with the goals of the State's Solid Waste Policy and Management Act of 1991 to reduce the amount of solid waste being received at public landfills and incinerators, to promote recycling of waste resources, and to promote land use compatibility in the process, the above referenced facilities, where proposed for the Town of Yemassee, shall meet the following siting and location criteria:

- 1) No such use shall be located closer than 1,000 feet to any residence, church, school, historical place or public park.
- 2) No material shall be placed in open storage or areas in such a manner that it is capable of being transferred out by wind, water or other causes.
- 3) All materials and activities shall be screened in such fashion as not to be visible from off-site. Screening may be accomplished by any combination of fences, walls, berms, or landscaping prescribed by this Ordinance to be fully screened from view. Where plants are to be used, they shall be evergreens of sufficient size to accomplish buffering and screening at the time of installation.
- 4) All such facilities shall have direct access off collector or arterial streets only.

Section 7.5 *Vehicular Race and Testing Tracks*

Vehicular race and testing tracks are declared by this Ordinance to be incompatible with residential development. Additionally, any such use has the potential of negatively impacting many non-residential uses. Compliance with the following development standards is therefore prerequisite to a location in Yemassee.

- 1) No such use shall be located within 5,280 feet of any residential use, park, or church (measured in a straight line).
- 2) Proposed facilities shall have direct access off collector or arterial streets only.

Section 7.6 *Mining and Extraction Operations*

The purposes of these regulations are to ensure that the usefulness, productivity, and scenic values of lands and waters involved in mining within the Town receive the greatest practical degree of protection and restoration, and that no mining may be carried on in the Town unless plans for the mining include reasonable provisions for protection of the surrounding environment and for reclamation of the area of land affected by mining. Toward these ends, mining permit applications shall be accompanied by:

- 1) A reclamation and reuse plan, once mining operations are complete.
- 2) Assurances that mining operations involving blasting activities shall be located not less than a minimum distance between the nearest point of blasting and any structure not owned by the operator as of the date of the completed S.C. Land Resources mining permit application or where there is no waiver of damage. The minimum distance shall be as determined by the

current weight distance formula adopted by the SC Fire Marshal. In no event, however, shall the minimum distance be less than 500 feet from the nearest point of blasting to the nearest inhabited structure.

- 3) A location map and assurances that access will be restricted to a collector or arterial street or road, and not allowed on local (residential) streets.

Mining and extraction uses in existence on the date of passage of this Ordinance which are non-conforming, and any extension of such uses, operations, activities or business on such parcel or contiguous parcels under the same ownership on the date of passage of this Ordinance or any parcel for which a valid mining permit has been issued by SC Land Resources Conservation Commission prior to the passage of this Ordinance, shall be exempt from these and all other requirements contained in this Ordinance.

Section 7.7 *Outdoor Pistol, Rifle or Skeet Range*

The unique nature of this use is such that the following criteria shall be observed in siting any such use in Yemassee.

- 1) No such use shall be located within one mile of any residential use (measured in a straight line).
- 2) The use shall be oriented away from habitable areas.
- 3) The site upon which the use is proposed shall be suitable in size and topography to ensure the safety of area residents.

Section 7.8 *Commercial Kennels and Wild Game Processing Plants*

The above referenced uses shall be located no closer than 2,500 feet to any residential use. No incineration of animals or animal refuse shall be permitted. It shall be unlawful to dress (skin or gut) wild game or to dispose of said parts in the operation of a game processing business in the Town of Yemassee.

Section 7.9 Large Scale Projects

7.9.1 Purpose. Large scale projects can substantially impact environmental features, surrounding land use, traffic conditions and facilities, and public utilities. The purposes of this section, therefore, are to insure the proper siting of such projects in relation to their surroundings, and to avoid any negative impacts from improper planning and design.

7.9.2 Large Scale Projects Defined. For purposes of this section, a large scale project is defined as follows:

- a) Any project that generates a need for 100 or more off-street parking spaces, as determined by Article VI, excluding single-family subdivisions.
- b) Any project with two or more principal uses or buildings with gross floor area (GFA) greater than 30,000 square feet.

7.9.3 External Relationship.

- a) Principal vehicular access points shall be designed to encourage smooth traffic flow with controlled turning movements and minimize hazards to vehicular or pedestrian traffic. Merging and turning lanes and/or traffic dividers shall be required where existing or anticipated heavy flows indicate need.
- b) Such projects shall not be permitted access to a minor residential street, but where a minor non-residential street intersects with a collector or arterial street, access drives shall be restricted to the minor non-residential street, where feasible.
- c) Pedestrian access, where provided, shall be by safe and convenient routes. Where there are crossings or pedestrian ways and vehicular routes at edges of the project, such crossings shall be safely located, marked, and controlled; and where such ways are exposed to substantial automotive traffic, safeguards including fencing may be required to prevent crossings except at designated points.

7.9.4 Internal Relationship.

- a) Streets, drives, parking, and service areas shall provide safe and convenient access for service and emergency vehicles. Streets shall be laid out so as not to encourage outside traffic to traverse the development, or create unnecessary fragmentation of the project into small blocks. In

general, the project shall be consistent with the use and shape of the site and the convenience and safety of occupants and persons frequenting the project.

- b) Vehicular access to collector streets and major thoroughfares or portions of streets from off-street parking and service areas shall be so combined, limited, located, designed, and controlled as to channel traffic to and from such areas conveniently, safely, and in a manner that minimizes traffic friction and promotes free flow of traffic on streets without excessive interruption.

Section 7.10 *Automotive Wrecking, Salvage and Junk Yards*

Owing to the environmental consequences and potential impact of automotive wrecking, salvage and junk yards, the location, operation and siting of such facilities shall be governed by the following:

- 1) Such uses shall be located within an Industrial Park only.
- 2) No material, because it is discarded and incapable of being reused in some form, shall be placed in open storage.
- 3) No material shall be placed in open storage in such manner that it is capable of being transferred out by wind, water or other causes.
- 4) All paper, rags, cloth and other fibers, and activities involving the same other than loading and unloading shall be within fully enclosed buildings.
- 5) All materials and activities not within fully enclosed buildings shall be enclosed by an opaque fence, wall or evergreen shrubbery, maintained so as to stay in compliance to a minimum height of six (6) ft. on all sides visible from the road or street serving the facility, and an opaque cyclone fence on the remaining unexposed boundaries. The fence shall be high enough to sufficiently hide from view the entire property, or the exposed materials, at the decision of the Board. Existing facilities shall be brought into compliance with this subsection within 18 months following the adoption of this ordinance.
- 6) No such use shall front on or be visible from a major arterial or access on a minor residential street.

Section 7.11 *Manufactured (Mobile) Homes*

The placement or location of a mobile home not in a mobile home park or court shall meet the following development standards:

- 1) Such uses shall be occupied as residences unless otherwise specified by this Ordinance.
- 2) No more than two mobile homes, or one mobile home and one single-family detached home, shall occupy the same lot unless elsewhere permitted by this Ordinance provided such uses shall have separate and independent electrical, water, and waste water treatment facilities or hook-ups.
- 3) Such uses shall be placed on a permanent brick, permanent block, or other concrete reinforced foundation, and shall be anchored by steel cables or straps to serve against accidental movement.
- 4) The foundation shall be skirted by continuous aluminum, fiberglass, brick, vinyl, or material whose strength and appearance are similar, extending to the ground around the perimeter of the unit. All materials that meet the Southern Building Code standards can also be used for underskirting of mobile homes.

Section 7.12 *Mobile Home Parks or Courts*

Mobile home parks or courts shall comply with the following development standards:

- 1) Approved central water and sanitary sewer systems shall be utilized when reasonably accessible. If such systems are not available, individual, on-site systems may be installed in accordance with Department of Health and Environmental Control (DHEC) standards and approval.
- 2) A system of storm drainage and refuse disposal facilities will be required.
- 3) Roadways, which are not to be dedicated as public streets, shall have a minimum travel width of eighteen (18) feet exclusive of parking.
- 4) All roadways in mobile home parks containing more than 10 mobile home spaces shall be paved. Where roadways are not paved (parks of 10 or fewer spaces), the driving surface shall be composed of 2 inches compacted crusher run stone.

- 5) All on-site roadway intersections shall be provided with a street light, and interior lights shall be provided at not less than 400-foot intervals.
- 6) Each mobile home shall be set back at least 10 feet from any other space or property line and at least 30 feet from the right-of-way of any drive which provides common circulation.
- 7) No mobile home space shall have direct access to a public street.
- 8) Two parking spaces shall be provided for each mobile home space. Parking may be provided at the mobile home space or in a community parking area.
- 9) Existing trees and other natural site features shall be preserved, to the extent feasible. Variations in the street pattern, block shapes and location of mobile home spaces shall be employed.
- 10) A minimum of 10 percent of the park site shall be reserved and developed for recreational purposes; however, no recreation area shall be less than 500 sq. ft. in area.

Section 7.13 *Environmentally Sensitive Industrial and/or Processing Plants*

7.13.1 For the purpose of these regulations, an environmentally sensitive industrial and/or processing plant shall include any activity requiring a permit or other approval by the SCDEHC or the United States Environmental Protection Agency, or which involves the use, storage, manufacture, treatment, disposal, discharge, spill, or release of pollutants, emissions, or hazardous substances in or to the air, surface or groundwater, or ground, including but not limited to activities permitted pursuant to the Federal Clean Air Act; Clean water Act; Toxic Substance Control Act; Safe Drinking Water Act; Resource Conservation and Recovery Act; Comprehensive Environmental Response, Compensation, and Liability Act; and Solid Waste Management and Policy Act.

7.13.2 To ensure that any such activities proposed for the Town of Yemassee are located and operated so as to ensure compatibility and negate any adverse impacts they may have on the public health, safety, and environment, the Town shall process the permitting of all such activities in accordance with the requirements of this Ordinance and all other applicable regulations.

Section 7.14 Recreational Vehicle (RV) Parks and Campgrounds

Recreational Vehicle (RV) Parks and Campgrounds shall be evaluated on the basis of the following general site and design criteria:

- 1) The site shall be at least four (4) acres and not located in an area that is predominantly residential.
- 2) Overall site design shall be harmonious in terms of landscaping, enclosure of principal and accessory uses, sizes of structures, street patterns, and use relationships.
- 3) The scale and arrangement of the facility shall be compatible with the character of surrounding development.
- 4) The site shall be developed in a manner that preserves natural features and landscape.
- 5) The following dimensional requirements shall serve as parameters beyond which development shall not exceed.
 - a) Maximum impervious surface ratio shall not exceed 15 percent of the project site.
 - b) Minimum setbacks for all structures and recreational vehicles shall be:

Arterial Street right-of-way	50'
Collector Street right-of-way	40'
Minor Street right-of-way	30'
All other property lines	25'
 - c) Maximum density shall not exceed 12 vehicles per acre.
 - d) Bufferyards shall be as specified by Section 3.0.
- 6) Off-street parking and loading requirements for such projects shall comply with the standards of Article VI of this Ordinance. Areas designated for parking and loading or for roads shall be physically separated from public streets by suitable barriers against unchanneled motor vehicle ingress and egress. All drives shall be located at least one hundred fifty (150) feet from any street intersection and shall be designed in a manner conducive to safe ingress and egress.
- 7) All streets within RV Parks shall be private and not public.

- 8) When available, each site shall be serviced by the Town with water and sewer systems approved by DHEC. If recreational vehicle sites are to be provided for recreational vehicles that have no bath or toilet facilities, then those sites shall be located not more than 200 feet from approved shower and toilet facilities.
- 9) All recreational vehicle parks shall have a fire protection plan and appropriate base facilities for fighting fire as approved by the Fire Chief.
- 10) All existing park sites shall be brought into compliance with the provisions of this Section no later than 18 months following adoption of this Ordinance.

Section 7.15 *Construction, Demolition and Land Clearing Debris Landfills*

Construction, demolition and land clearing debris landfills shall be evaluated on the basis of the following general site and design criteria:

- 1) All such uses shall be licensed to operate in the Town.
- 2) Such uses may be located up to but no closer than 100 feet from any property line, except such landfill shall not be located closer than 300 feet from any dwelling, school building, day care center, religious, recreational or medical facility.
- 3) No material shall be placed in open storage or areas in such a manner that it is capable of being transferred out by wind, water or other causes.
- 4) All materials and activities shall be screened in such fashion as not to be visible from off-site. The provisions of this subsection may be waived by the Building Official where such facility will be utilized for a period not to exceed 90 days.

Section 7.17 *Sexually Oriented Businesses*

No such use where permitted elsewhere by this Ordinance shall be located within 2,500 feet (measured in a straight line) of:

- 1) a residential use,
- 2) a church or religious institution,
- 3) public or private schools and educational facilities,
- 4) public parks and recreational facilities, or
- 5) any other sexually oriented business.

**ARTICLE VIII
DEVELOPMENT STANDARDS FOR THE SUBDIVISION OF LAND**

Section 8.1 Purpose

The purpose of this Article is to promote the harmonious, orderly and progressive development of land in the Town of Yemassee in pursuit of public health, safety, economy, good order, appearance, convenience, morals and the general welfare. In furtherance of this general intent, the regulation of land subdivision is authorized for the following purposes among others:

- 1) To encourage economically sound and stable development;
- 2) To assure the timely provision of required streets, utilities, and other facilities and services to new land development;
- 3) To assure the adequate provision of safe and convenient traffic access and circulation both vehicular and pedestrian in and through new land developments;
- 4) To assure the provision of needed public open spaces and building sites in new land development through the dedication or reservation of land for recreational, educational, and other public purposes; and
- 5) To assure, in general, the wise and timely development of new areas in harmony with the Comprehensive Plan for the Town of Yemassee.

Section 8.2 General Site Design Standards

8.2.1 Site Analysis. An analysis shall be made of characteristics of the subdivision site such as site context; geology and soil; topography; ecology; existing vegetation, structures, and road networks; visual features; and past and present use of the site.

8.2.2 General Subdivision Design. Design of a subdivision shall take into consideration all existing local and regional plans for the town, and shall be based on the site analysis. To the maximum extent practicable, development shall be located to preserve the natural features of the site, to avoid areas of environmental sensitivity, and to minimize negative impacts and alteration of natural features.

8.2.2 Areas to Be Preserved. The following specific areas shall be preserved to the extent consistent with the reasonable utilization of the site.

- a) Unique and/or fragile areas, including wetlands as defined in Sec. 404, Federal Water Pollution Control Act Amendments of 1972, as determined by the U.S. Corps of Engineers.
- b) Lands in flood hazard areas, as delineated on Flood Boundary and Floodway Maps for the Town of Yemassee, except as provided herein and in related regulations.
- c) Habitats of endangered wildlife as identified on federal and state lists; and
- d) Historically significant structures and sites, as listed on federal, state and/or local lists of historic places.
- e) The subdivision shall be laid out to avoid adversely affecting ground water and aquifer recharge; to reduce cut and fill; to avoid unnecessary impervious cover; to manage stormwater, reduce sedimentation and prevent flooding; to provide adequate access to lots and sites; and to mitigate adverse effects of shadow, noise, odor, traffic, drainage, and utilities on neighboring properties.

8.2.4 General Residential Subdivisions

- a) In residential subdivisions, the Planning Commission may vary lot areas and dimensions, yards, and setbacks for the purpose of encouraging and promoting flexibility, economy, and environmental soundness in layout and design, provided that lot size, areas, and dimensions, yards and setbacks within the subdivision shall conform to the minimum requirements of Article III.
- b) Residential lots, where practical, shall not front on nor be accessible from arterial streets.
- c) Every lot shall have sufficient access to it for emergency vehicles as well as for those needing access to the property in its intended use.

8.2.5 General Commercial and Industrial Subdivisions. Commercial and industrial subdivisions shall be designed according to the same principles governing the design of residential subdivisions. Building lots shall be created according to topography, with environmentally sensitive areas avoided to the maximum extent practicable, surrounding land uses shall be

considered, incompatibility in land uses mitigated, and sufficient access provided.

Section 8.3 Specific Construction Standards and Required Improvements for Streets and Roads

8.3.1 Circulation System Design

- a) The road/street system shall be designed to permit the safe, efficient, and orderly movement of traffic; to meet but not exceed the needs of the present and future population served; to have a simple and logical pattern; to respect natural features and topography; and to present an attractive streetscape.
- b) In residential subdivisions, the street system shall be designed to serve the needs of the neighborhood and to discourage use by through traffic.

8.3.2 Public Streets. Except as provided in subsections (3) and (4) below, all streets shall be public dedicated streets and improved accordingly with the provisions of this Ordinance.

8.3.3 Private Streets. Private streets or roads are permissible in a subdivision, provided they are indicated as such on the preliminary and final plat, they meet the same minimum design standards required for public roads, they have direct access to a public road, and that they are laid out so as not to serve is subject to restrictive covenants recorded in Deed Book _____ at page _____, providing among other things, a financial commitment by the grantee(s) to maintain a community driveway.

8.3.4 Private Rural Community Driveways. Private streets or roads contiguous to and serving no more than seven lots shall be known as "Rural Community Driveways" and where proposed shall meet the following minimum standards:

- a) No lot to be served by such driveway shall be less than one acre in size, and shall accommodate no more than one principal structure.
- b) The driveway shall be accessible to each lot so created, and to a public street or road.
- c) The driveway shall be privately owned and maintained by all property owners served by the driveway and shall be so stated in restrictive

covenants accompanying the sale and/or transfer of each lot, and so noted in capital letters on the deed of record, as follows:

"THE DRIVEWAY PROVIDING ACCESS TO LOTS IN THIS SUBDIVISION IS PRIVATELY OWNED AND IS NOT MAINTAINED BY THE TOWN OF YEMASSEE OR BY HAMPTON COUNTY, NOR IS IT LIKELY TO BE SO MAINTAINED IN THE FUTURE. OWNERS OF LOTS IN THIS SUBDIVISION ARE FINANCIALLY OBLIGATED TO MAINTAIN THIS DRIVEWAY FOR THE BENEFIT OF ALL PROPERTY OWNERS IN THE SUBDIVISION."

- d) Further subdivisions of lots shown on the plat shall be prohibited by the restricted covenants, except the provisions of this section shall not prohibit adjustments in lot lines which do not reduce the size of any affected lot to less than one (1) acre, and where no additional lot is created.
- e) The restrictive covenants shall provide that they not be amended or modified except by written consent of the Yemassee Town Council and all property owners in the subdivision.
- f) The restrictive covenants require that any deed conveying interest in a lot in the subdivision shall conspicuously contain the following language with an appropriate space for a signature by the grantee or grantees acknowledging same.

"The real property described in this deed is subject to restrictive covenants recorded in Deed Book _____ at page _____, providing, among other things, a financial commitment by the grantee(s) to maintain a community driveway.

Grantee(s) signature"

- g) The driveway shall be not less than 25' wide and have not less than 25' of frontage on a public road or street.
- h) The owner(s)/developer(s) shall conspicuously place on the driveway near the entrance to the subdivision a sign stating "Private Driveway".

8.3.4 Layout and Alignment.

- a) Proposed streets and roads shall be coordinated with the street system in the surrounding area and where practicable shall provide for the continuation of existing streets abutting the subdivision.
- b) All streets and roads shall be opened to the exterior property lines of the subdivision, unless permanently terminated by a vehicular turn-around or an intersection with another street.
- c) Reserve strips controlling access to streets are prohibited except where their control is placed with the county under conditions approved by the Planning Commission.
- d) Minor streets shall be laid out to discourage their use by through traffic.
- e) Whenever an existing half street is adjacent to a tract of land to be subdivided, the other half of the street shall be platted-within such tract. No new half streets shall be permitted.

8.3.5 Cul-de-sacs.

- a) Dead-end streets designed to be permanently closed at one end shall not exceed 1,800 feet in length. Length shall be measured from the right-of-way of the intersecting street to the center point of the turn-around.
- b) Turn-arounds shall be provided at the closed end of the street and shall have a minimum radius of thirty (30) feet to pavement edge, and shall have a minimum radius of (35) feet to the right-of-way line. A landscape center island may be provided if sight lines are not obstructed. If such island is provided, the pavement width of the turn-around shall be a minimum of twenty (20) feet.
- c) Temporary dead-end streets which extend for a greater distance than the depth of one abutting lot shall be provided with a temporary turn-around conforming to the illustration in this section.

8.3.6 Intersections.

- a) Not more than two streets or roads shall intersect at any one point.
- b) All streets or roads shall intersect as nearly at ninety degree right angles as possible, subject to variations approved by the Planning Commission

upon evidence of good cause. In no case shall streets intersect at angles of less than seventy-five degrees however.

- c) Streets or roads entering upon opposite sides of a given street shall have their center lines directly opposite or shall be off set a minimum distance of 200 feet for minor streets, and 400 feet for all other streets, measured along the centerline of the streets being intersected.
- d) Streets or roads entering upon the same side of a given street shall be separated a minimum distance of 400 feet, at centerline.
- e) Street intersections shall be located at least 200 feet from the right-of-way of any railroad track, measured from the centerpoint of the intersection to the railroad right-of-way line nearest the intersection.
- f) Private driveways shall not intersect a public street within 40 feet of an intersection, measured from the street right-of-way.

8.3.7 Right-of-way, Lane and Pavement Widths. Minimum street right-of-way, lane and pavement widths for arterial streets shall be in accordance with SCDOT standards, all other streets shall be as follows:

<u>Classification</u>	<u>Lane Width</u>	<u>Pavement Width</u>	<u>Right-of-way Width</u>
Minor			
Open drainage	10'	22'	50'
Closed drainage	10'	22'	66'
Collector	11'	24'	66'
With turn lane	11'	40'	66'

8.3.8 Street Grade and Sight Distances. Street grade and sight distances shall be designed and constructed in accordance with the requirements of SCDOT and the County in which the construction is taking place.

8.3.9 Road Construction Specifications. Roads shall be designed and constructed in accordance with the requirements of SCDOT and the County in which the construction is taking place.

8.3.10 Substitutions. If substitutions of the base, sub-base or paving materials required this Section are proposed, they shall be submitted for approval to the Planning Commission, together with test results to ensure equivalency by an independent testing laboratory satisfactory to the Planning Commission.

8.3.11 Shoulders. Shoulders shall consist of stabilized turf or other material acceptable to the Planning Commission.

8.3.12 Road and Street Signs.

- a) Design and placement of traffic signs shall follow state regulations or the requirements specified in the *Manual on Uniform Traffic Control Devices for Streets and Highways*, published by the U.S. Department of Transportation. Responsibility for installation shall rest with the subdivider.
- b) At least two road or street name signs shall be placed at each four-way street intersection, and one at each "T" intersection. Signs shall be installed under streetlights, where possible, and free of visual obstruction. The design of street name signs shall be approved by the Planning Commission and of a uniform size and color.

8.3.13 Road Names.

- a) Road and street names shall be subject to the approval of the Planning Commission. Proposed road and street names shall be substantially different in sound and spelling from existing road and streets in the county unless at a future date plans call for a tie-in between the proposed road and an existing road or street.
- b) Subdivision names shall be subject to the approval of the Planning Commission and shall not duplicate the name of any recorded subdivision, or of any existing established locality names. When a subdivision name has been recorded on a plat, no other name may be used for advertising or sales purposes unless an approved amended plat is recorded bearing the revised name.

Section 8.4 *Specific Design Standards for Easements*

8.4.1 Drainage Easements.

- a) Where a subdivision is traversed by a water course, drainageway, channel or stream, adequate areas for storm water or drainage easements shall be allocated, conforming substantially with the lines of such water course, and of sufficient width to carry off storm water and provide for maintenance and improvement of the water course. Maintenance roads may be required in connection therewith.

- b) The location of any surface drainage course shall not be changed without the approval of the Planning Commission.

8.4.2 Utility Easements.

- a) Adequate areas of suitable size and location shall be allocated for utility easements. The location and size of such easements shall be coordinated with the public and private utilities involved.
- b) Where provided along side or rear lot lines, utility easements shall not be less than 10 feet in width. No structures or trees shall be placed within such easements. Such easements shall be maintained by the property owner(s) and may be used to satisfy yard requirements.

8.4.3 Easement Maintenance.

- a) The covenant restrictions placed in the deed of a lot which contains a utility easement shall stipulate that the town or utility company with lines in such easement shall have full right of access to such easement.
- b) The town shall maintain only those easements specifically accepted for public maintenance.

Section 8.5 *Specific Standards for Blocks*

8.5.1 Residential Blocks.

- a) Block lengths shall be appropriate to topographic conditions and density to be served, but shall not exceed 1,800 feet nor be not less than 400 feet in length.
- b) Blocks should be of sufficient width to allow for two tiers of lots of appropriate depth, except where reverse frontage lots are planned along arterial streets or where prevented by size, topographical conditions, or other inherent conditions of the property. In such instances, the Planning Commission may vary these requirements.

8.5.2 Commercial and Industrial Blocks. Blocks intended for commercial or industrial development may vary from the standards of design detailed above in favor of dimensions more suitable to their prospective use; provided such blocks permit adequate traffic circulation, as determined by the Planning Commission.

Section 8.6 *Specific Standards for Lots*

8.6.1 Accessibility. All lots or parcels created after the effective date of this Ordinance shall be accessible by and have at least 50 feet of frontage on a public or private street or road, except for the following:

- a) Lots or parcels in subdivisions served by Private Rural Community Driveways, as defined by this Ordinance, and
- b) Lots or parcels less than five acres, to be used in conjunction with an existing lot or parcel accessible by and with at least 50 feet of frontage on a public or private street or road, or a Private Rural Community Driveway. Assurances to such use shall be stated in the deed or plat restrictions for recording, and approved by the Planning Commission.

8.6.2 Size. Lots shall be sufficiently sized to meet the setback requirements of Section 3.4 of this Ordinance.

8.6.3 Proportions. Excessive lot depth in relation to lot width shall be avoided, and as a general rule, the depth of residential lots shall be not less than one nor more than 2.5 times their width; provided, however, that the Planning Commission may grant exceptions to this to overcome specific disadvantages of topography or other site conditions.

8.6.4 Reverse Lots. Double or reverse frontage lots shall be prohibited, except where required to provide separation of residential development from major streets or to overcome specific disadvantages or topography or orientation. All residential reverse frontage lots shall have a minimum rear yard of 50 feet, measured in the shortest distance from the proposed back building line to the ultimate right-of-way and shall within such rear yard and immediately adjacent to the right-of-way, have a non-access planting screen easement of at least 20 feet in depth.

8.6.5 Side Lot Lines. Side lot lines shall be laid out at approximately right angles to straight street lines and radial to curved street lines.

Section 8.7 *Specific Standards for Sidewalks*

8.7.1 Where Required. A pedestrian system shall be provided where required by the Planning Commission for safety, such as access from residential areas to recreational and educational facilities.

8.7.2 Design Specifications. Sidewalks shall be not less than 4 feet wide and placed parallel to streets, with exceptions permitted to preserve natural features or to provide visual interest where required for pedestrian safety.

8.7.3 Construction Specifications.

- a) Sidewalks shall be installed in accord with appropriate sections of the most recent edition of the *Standard Specifications for Highway Construction Manual*, as amended.
- b) Graded areas shall be planted with grass or treated with other suitable ground cover, and their width shall correspond to that of sidewalks.

Section 8.8 Areas Subject to Flooding

If the area being subdivided, or any part thereof, is located within the boundary of a designated Flood Hazard Area, as delineated by Flood Insurance Rate Maps for the Town of Yemassee, adequate plans and specifications for protection from flooding shall be provided as herein required.

8.8.1 Evidence of Flood Avoidance. Any plat of a subdivision which contains land subject to flooding shall be accompanied by evidence that no appreciable expansion of the area subject to flooding would result from the proposed development of the land being subdivided, and that the proposed development will be adequately protected from inundation without appreciable interference with the flow of any water course or into an impounding basin. All such evidence including surveys and specifications shall be submitted with the Final Plat, and no Final Plat shall be approved in the absence thereof.

8.8.2 Mitigation. In no case shall any fill, levee or other protective works be approved unless sufficient compensating adjustments of waterways, ditches, or impounding basins are made to prevent any appreciable expansion of flood hazard areas.

8.8.3 Utility Location. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

8.8.4 Drainage Systems. All subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

8.8.5 Road Construction. The centerline of all collector or arterial roads and streets as defined herein shall be constructed at or above the Base Flood Elevation. The centerline of all minor streets shall be constructed no lower than two (2) feet below Base Flood Elevation.

Section 8.9 Water Supply

8.9.1 Subdivisions. All subdivisions and lots within such subdivisions shall be connected to the Town's public water system, when available. The facilities shall be "stubbed out" at the lot line prior to road paving, if located in the road right-of-way.

8.9.2 Required Connections. Depending on the proposed number of housing units, residential subdivisions shall be required to connect to a public community water supply system if such is available within the following distances:

<u>Size of Development</u>	<u>Distances</u>
1 unit	200 feet
2 units	400 feet
3 units	600 feet
4 units	800 feet
5-15 units	1,000 feet

8.9.3 Justification for Not Connecting. For subdivisions with more than 15 lots and located within one mile of an existing public water system, adequate justification shall be provided as to why the subdivision should not provide a connection to the existing public water supply system. For developments with more than 15 lots and located more than one mile from an existing system, the water supply system strategy shall be determined by the Planning Commission on a case-by-case basis taking into consideration density of the development, costs, and ground water availability and quality.

8.9.4 Size of Public Main. Where the accessible public main is 6" or greater in diameter, distribution lines shall be at least 6" except along permanent cul-de-sacs or circles less than 1,000' in length where as little as 2" lines may be permissible if approved by the Town.

- a) The water supply system shall be adequate to handle domestic demand, including fire flow, based on complete development.
- b) The demand rates for all uses shall be considered in computing the total system demand. Where fire protection is provided, the system shall be

capable of providing the required fire demand plus the required domestic demand.

- c) Where individual water supply systems are proposed, the subdivider shall submit proof that an adequate supply of potable water may be obtained therefrom for each lot so served.
- d) Improvement plans and specifications for all water supply systems for which the subdivider is responsible shall be submitted for approval with the Preliminary Plan.
- e) Fire hydrants shall be installed by the subdivider in accordance with Section 8.11 of this Ordinance.

Section 8.10 Sanitary Sewer Facilities

8.10.1 Subdivisions. All subdivisions and lots within such subdivisions shall be connected to the Town's public sewer system, when available. The facilities shall be "stubbed out" at the lot line prior to road paving, if located in the road right-of-way.

8.10.2 Required Connections. Depending on the proposed number of lots, residential subdivisions shall be connected to an existing public sanitary sewer system if public service is available within the following distances:

<u>Size of Development</u>	<u>Distance</u>
1 unit	200 feet
2 units	400 feet
3 units	600 feet
4 units	800 feet
5-15 units	1,000 feet

8.10.3 Justification for Not Connecting. For subdivisions with more than 15 lots and located within one mile of an existing public sanitary sewer system, adequate justification shall be provided as to why the subdivision should not provide a connection to the existing public community sewer system. For subdivisions with more than 15 lots and located more than one mile from an existing system, the sanitary sewer strategy shall be determined by the Planning Commission on a case-by-case basis, taking into consideration the density of development and costs.

- a) If a public community system is not in place or cannot be extended, the developer must provide individual subsurface disposal systems where

appropriate, given site density, soil, slope, and other conditions and subject to applicable DHEC regulations.

- b) The sanitary sewer system shall be adequate to handle the necessary flow based on complete development.
- c) Improvement plans and specifications for all disposal systems for which the subdivider is responsible shall be submitted for approval with the Preliminary Plan.

Section 8.11 Hydrants

Fire hydrants shall be installed and spaced throughout each subdivision so that no residential lot is more than 1000 feet from a hydrant by road or street. The location and spacing of hydrants shall be approved by the Fire Chief.

Section 8.12 Stormwater Management and Sediment Control

Stormwater drainage systems shall be required for each new subdivision in accordance with South Carolina's *Storm Water Management and Sediment Reduction Regulations*, as amended and all other applicable regulations and guidelines.

Section 8.13 Surveys and Markings

All land subdivisions within the jurisdiction of this Ordinance shall be surveyed, platted and marked in accordance with the *Minimum Standards Manual For The Practice of Land Surveying in South Carolina*, as promulgated by the Code of Laws of South Carolina. This Manual is hereby adopted by reference and is as much a part of this ordinance as if contained herein.

Section 8.14 Required Improvements and Financial Guarantees

8.14.1 Policy. It shall be the general policy of the Planning Commission that all improvements required by Section 8.2 be completed prior to Final Subdivision Plat approval. However, recognizing that completion of all required improvements prior to obtaining final plat approval may not in some cases be feasible, practical, or financially possible, this Section provides a mechanism by which the Planning Commission may grant Conditional Plat approval. Such approval shall be contingent upon certain required improvements being completed as and when specified by the Commission and upon the applicant providing such financial guarantees for the

completion of such other required improvements as the Commission may deem necessary.

8.14.2 Financial Guarantees. Where the Planning Commission finds it appropriate to grant Final Plat approval prior to the completion of all required improvements, the Commission shall recommend to the Town Council that financial guarantees of such type and in such amounts sufficient to guarantee with reasonable certainty that the required improvements will be completed as and when required by the Commission. Said financial guarantees to be used for such purposes may include one or more of the following types:

- a) **Security Bond.** The applicant may obtain a security bond from a surety bonding company authorized to do business in the State.
- b) **Letter of Credit.** The applicant may provide an irrevocable letter of credit from a bank or other reputable institution.
- c) **Escrow Account.** The applicant may deposit cash, or other instruments readily convertible into cash at face value, with the Town or escrow with a bank.
- d) **Subdivision Improvements Guarantee.** The applicant may provide as a guarantee a subdivision improvement agreement between the applicant, lender, and the Town.
- e) **Prepayment.** The applicant may make a prepayment to the Town in the full amount of said improvements. Any unexpended funds shall be returned to the applicant.
- f) **Contract for Completion.** The applicant may deliver to the Town a contract for completion of the required improvements executed by the applicant and a qualified, responsible and duly licensed contractor together with an executed performance bond issued by such surety as the Town might approve. Along with said contract and performance bond, the applicant shall deliver to the Town an assignment in writing signed by the applicant, contractor and surety giving the Town the right and option to enforce the terms and conditions of the contract and the performance bond.
- g) **Other Financial Assurances.** Such other financial assurances that the Commission finds will reasonably guarantee the satisfactory completion of the required improvements as and when required by the Commission.

Any document providing such financial guarantee required by the Commission under this Article shall be in such form and substance as specified by and satisfactory to the Town Council. The required financial guarantee (completed and fully executed) shall be a condition of Final Plat approval and shall be delivered to and approved by the Council prior to the recordation of the Final Subdivision Plat and/or the subdivision of the affected property by plat, deed or otherwise.

8.14.3 Option to Refuse Guarantee. The Town Council shall have the right to refuse any of the above financial guarantees and require construction and installation of all improvements by the subdivider, where:

- 1) Past performance of the subdivider is unsatisfactory, or
- 2) the selected option is unacceptable.

8.14.4 Allocation of Guarantee. Any funds received from financial guarantees required by this Ordinance shall be used only for the purpose of making the improvements for which said guarantees were provided or shall be refunded to the applicant, should there be any, after said improvements have been completed.

8.14.5 Default of Guarantee. In the event the subdivider fails to install or construct the required improvements during the specified time allotted and in conformity with these regulations, the improvement guarantee shall be forfeited to the Town to be used for the completion of the improvements.

8.14.6 Extension of Guarantee. If it appears to the developer that he may not complete construction of required improvements before expiration of his Improvement Guarantee, it shall be his obligation, at least 15 days prior to said expiration, to submit an extended guarantee to the Town Council for approval.

8.14.7 Cost of Preparation and Review of Documents. Where the Town elects to accept financial guarantees for the completion of required improvements, all costs of preparation of such documents and the review thereof by legal counsel on behalf of the Town shall be paid by the applicant.

8.14.8 Enforcement. Where required improvements are not completed as and when required by the Commission or it is apparent that such required requirements will, in all likelihood, not be completed as and when specified by the Commission, the Town may initiate action to enforce completion of the required improvements and to invoke the financial guarantees previously

provided in connection therewith.

8.14.9 Acceptable Format For Improvement Guarantee. Any deviation from the acceptable format below may delay acceptance of this instrument:

IMPROVEMENT GUARANTEE

KNOW ALL MEN BY THESE PRESENTS that we, _____, as principal, and _____ as security, are held firmly bound unto the Town of Yemassee, South Carolina, as oblige, in the sum of \$ _____, for payment whereof to the obligee, the principal and security bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly to these presents: Signed, sealed, and dated, this _____ day of _____ (month), _____ (year).

WHEREAS, application was made to the obligee for approval of a subdivision shown on a plat entitled " _____ " dated _____, and filed with the Town of Yemassee Planning Commission, and said Final Plat was approved upon certain conditions, one of which is that an Improvement Guarantee in the amount of \$ _____ be filed with the Town of Yemassee to guarantee certain improvements in said subdivision;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the above-named principal shall, within _____ from the date hereof (in no case shall the improvement guarantee be valid for more than two years), truly make and perform the required improvements and construction of public improvements in said subdivision in accordance with specifications of the Town's Unified Land Development Ordinance, Section 8.2, then this obligation will be void; otherwise it will remain in full force and effect.

It is hereby understood and agreed that in the event any required improvements have not been installed within the term of this Improvement Guarantee, the Yemassee Town Council may thereupon declare this guarantee to be in default and collect the sum remaining payable thereunder, and upon receipt of the proceeds thereof the town shall have installed such improvements as are covered by the guarantee.

It is further understood and agreed that when the required improvements have been approved for conformity with these regulations by the town, the guarantee shall be released and returned. In addition, if any portion of the required improvements is completed by the subdivider and approved by the town, a portion of the guarantee commensurate with the cost of these improvements may be released and returned. In no event shall an improvement guarantee be reduced below twenty-five (25) percent of the principal amount until all improvements have been approved by the town.

(L.S.)
Approved and accepted
this _____ day of _____
by the Yemassee Town Council _____ (L.S.)
_____ (L.S.)

Chairman

Clerk to Council

Section 8.15 *Dedication, Acceptance and Maintenance of Improvements*

8.15.1 Improvements to be Dedicated. The final responsibility for the installation of the improvements required by this Ordinance rests with the developer. Upon proper installation of these improvements, the developer shall take the final steps to dedicate the improvements and have them accepted by the appropriate authority. Roads will be dedicated to the appropriate County.

8.15.2 Title Certification and Provision of Affidavit. Prior to the acceptance of title to any improvements by Town Council, the developer shall provide to Council a title certification by an attorney licensed to practice in the State of South Carolina, certifying that the developer owns fee simple title to such improvements, free and clear of liens and encumbrances. Should said attorney make any exceptions in his certification on title, these must be specifically recited in the Resolution to be presented to Council for acceptance of such improvements and the Council must specifically recognize these exceptions before accepting legal title to the improvements.

In addition, prior to the acceptance of a deed to a newly constructed street or road by the County, the developer and contractor who constructed the street shall provide to the County Council an affidavit that all construction cost for the street have been paid and that the street is free of all encumbrances.

8.15.3 Effect of the Recording. Recording the approved Final Plat constitutes a dedication of all public streets to public use, and a dedication of all parks and other public areas to public use.

8.15.4 Effect of Offers of Dedication. The offer to dedicate parks, easements or other areas or portions of them does not impose any obligation upon the Town Council concerning maintenance or improvements until the Council had made actual acceptance.

**ARTICLE IX
APPLICATION OF REGULATIONS**

The regulations set forth herein are intended to clarify, supplement or modify the regulations set forth elsewhere in this ordinance.

Section 9.1 Conformity

9.1.1 Construction. No building, structure or land shall hereafter be erected, reconstructed, converted, enlarged, moved or structurally altered unless in conformity with the regulations set forth in this Ordinance.

9.1.2 Expansion. Where an expansion will increase the size of a use or building existing at the time of enactment of this Ordinance, such expansion (only) shall meet all applicable requirements of this ordinance.

Section 9.2 Nonconformity

9.2.1 Continuation of Nonconforming Use. The lawful use of any nonconforming use, building, structure or lot at the time of the enactment, amendment, or revision of this ordinance may be continued even though such use does not conform with the provisions of this ordinance, except that said nonconformity shall not be:

- a) Reused or reoccupied after discontinuance of occupancy for six months, or in cases involving the settlement of an estate one year. For purposes of this Section, the term discontinuance is synonymous with the removal of equipment, structure or other aspects of such nonconforming use, and discontinuance of electric power.
- b) Reestablished, reoccupied or replaced with the physical removal or relocation from its original location at the time of enactment, amendment, or revision of this ordinance, except: (a) that nonconforming mobile homes may be replaced with the same or similar use, provided there is no increase in applicable yard and setback requirements if done within seven (7) days of removal, and does not exceed the total number in place at the time of enactment, amendment or revision of this Ordinance.
- c) Nonconforming businesses and residences that are damaged or destroyed may be reconstructed to their original dimensions and locations.

- d) Enlarge or altered in a way which increases nonconformity by more than 10 percent.
- e) Changed to a nonconforming use of higher intensity; such as from a commercial use to an industrial use, but may be changed to another nonconforming use of a similar character.

9.2.2 Relief. When seeking relief under this Section, it shall be the responsibility of the owner, manager, or tenant of a nonconforming use to establish existence of such use prior to the effective date of this Ordinance, and to note wherein such use is in nonconformance.

Section 9.3 Reserved.

Section 9.4 *Encroachment, Reduction of Lot Area*

The minimum yards, parking spaces, open space and lot area required by this Ordinance for each and every building existing at the time of the passage of these regulations or for any building hereafter erected, shall not be encroached upon or considered as required yard or open space for any other building, except as hereinafter provided, nor shall any lot area or lot dimension be reduced below the requirements of these regulations.

Section 9.5 *Number of Principal Buildings Per Lot*

9.5.1 Exceptions. No more than one principal building may be located upon a lot of record, except for the following uses, provided such uses shall have a minimum lot area of one acre:

- 1) Institutional buildings
- 2) Industrial buildings
- 3) Multi-family dwellings
- 4) Commercial buildings
- 5) Mobile home parks in accordance with Section 7.12.
- 6) Manufactured homes in accordance with Section 7.11.
- 7) Single-family dwellings and/or mobile homes on "heirs" property, where use of the property is permitted by legacy.

9.5.2 Setbacks. Where more than one principal building is to be located on a lot, required setbacks shall be maintained along all property lines and the buildings must have a minimum separation of 10 feet.

Section 9.5 Temporary Uses

The following temporary uses shall be exempt from the requirements of Article III and may be permitted by the Building Official subject to the following and all other applicable requirements contained in this Ordinance:

- 1) Tent or other temporary structures for religious meetings, for a period not to exceed forty-five (45) days.
- 2) Open lot sales of Christmas trees for a period no to exceed forty-five (45) days.
- 3) Contractor's office and equipment shed for a period covering construction phase of a project, provided that such office is placed on the property to which it is appurtenant.
- 4) Real estate office in conjunction with a major project (100 or more lots), provided said office is removed when 75 percent of the lots are sold or developed.
- 5) Fireworks stands for a period not to exceed 30 days during any 3-month period.
- 6) Portable classrooms for cultural, community, educational or religious facilities are permitted without time limitation. Mobile homes may not be considered portable classrooms. All setback requirements shall be maintained around the perimeter of the site.

Section 9.6 Street Access To Property and Buildings

9.6.1 Access to Roads. Every building hereafter erected, constructed, moved or relocated shall be adjacent and/or have access to a publicly dedicated, publicly accepted or maintained street.

9.6.2 Access to Fire Fighting Equipment. No building shall be erected so as to cut off access of entry of fire fighting equipment to the rear of the building.

Section 9.7 Garage, Yard, Etc. Sales

Garage, yard and tag sales are specifically permitted however such sales shall be limited to four days during each twelve-month period, for a maximum duration of two days per sale.

**ARTICLE X
ADMINISTRATION**

Section 10.1 *Building Official*

10.1.1 Appointment. The duly appointed Building Official or his designee is hereby given the authority to administer and enforce all the provisions of this Ordinance.

10.1.2 Responsibilities. The Building Official shall accept and examine all applications for construction, subdivisions of land, land use or reuse, and shall issue building, use and sign permits where such applications are in accord with the provisions of this Ordinance and applicable building codes. He shall direct parties in conflict with this Ordinance, cause to be kept records and files of any and all matters referred to him and to execute any and all reports as the Planning Commission, Board of Appeals, or Town Council may require.

Section 10.2 *Building and Sign Permits Required*

No building, sign, or other structure shall be erected, nor shall any existing building, sign or other structure be moved, added to, enlarged or structurally altered, and no excavation for any building or other structure shall begin before the issuance of a Building Permit therefor by the Building Official. No Building Permit shall be issued where it appears that the structure or facilities to be constructed for the use contemplated would be in violation of the provisions of this Ordinance. The provisions of this section shall not apply to the necessary construction, replacement or maintenance by a public utility or its outside plant facilities, including such items as poles, crossarms, guys, wire, cable and drops.

Section 10.3 *Use Permit Required*

No building, other structure or land shall be used; nor shall any building, structure or land be converted, wholly or in part, to any other use, until a Use Permit, certifying compliance with this ordinance, has been issued by the Building Official, except that no Use Permit shall be required for any use in existence on the effective date of this Ordinance. No Use Permit shall be issued where such use is in violation of the provisions of this Ordinance, or of any other applicable law or regulation.

Section 10.4 Subdivision Plat Approval Required

10.4.1 Submittals. No plat for the subdivision of any land within the Town of Yemassee shall be filed with or recorded by the Hampton County or Beaufort County Clerk of Court until such plat shall have first been submitted to and approved by the Town of Yemassee, according to procedures set forth by this Ordinance.

10.4.2 Subdivision Review. The Planning Commission may hire a professional planner to review subdivision requests, or the YPC may hire a consulting firm or agency, or the YPC may form a "Subdivision Review Committee" composed of the following:

- 1) One member of the Yemassee Planning Commission
- 2) Building Official
- 3) Representative of the County Health Department (SCDHEC)
- 4) Resident Highway Maintenance Engineer
- 5) District Soil Conservationist
- 6) Town Utilities Director
- 7) Fire Chief.

10.4.3 Planning Commission approval. No road or other public way or land shall be accepted or maintained, nor shall any water lines, sewer lines, street lighting or similar improvements be extended or connected, nor shall any permit be issued for construction of any building or other improvement in any subdivision established hereafter which has not been approved by the Planning Commission.

Section 10.5 Fees

10.5.1 Establishment of Fee Schedule. To help defray the cost of processing applications under this Ordinance, the following fee schedule is hereby established:

Building Permits:

- | | |
|---|---|
| 1) Large scale projects listed under Article VII..... | \$500.00 |
| 2) All other uses..... | \$75.00 |
| Sign Permits | \$150.00 |
| Amendments to the Ordinance..... | \$150.00 |
| Subdivisions..... | \$50.00 or \$5.00 per lot, whichever is greater |

10.5.2 Review of Fees. The Town Council shall review the Town's fee schedule annually and, if necessary, revise the fees by Ordinance amendment.

Section 10.6 *Duration of Permit*

Any building permit issued shall become invalid if the authorized work is not commenced within six (6) months of date of issuance or is suspended or abandoned for a period of six (6) months, provided that the Building Official may upon good cause shown within either of said six month periods extend a Permit for an additional period not exceeding six (6) months.

Section 10.7 *Filing of Applications*

Applications for building, sign, and use permits shall be failed on forms provided by the office of the Building Official.

Section 10.8 *Application Requirements for a Building Permit*

Each application for a building permit shall be accompanied by the following or as much thereof as the Building Official shall find necessary to determine whether the proposed building or facility will be in compliance with the provisions of this ordinance:

- (1) Site analysis, where applicable.
- (2) A plat, with date and scale, showing the actual shape and dimensions of the lot to be built upon; the exact size and location on the lot of existing buildings and structures, and the lines within which the proposed building, structure, or facilities are to be erected, altered, or constructed; the existing and intended use of each building or part of a building; the number of families or housekeeping units the building is designed to accommodate; buffer area; flood and wetland areas; proposed parking; and such other information with regard to the lot and contiguous land uses as required to determine compliance with and provide for the enforcement of this ordinance.

Section 10.9 *Application Requirements for a Use Permit*

10.9.1 Materials Required. Application materials required for a Building Permit and on file in the Building officials office, shall constitute the basis for compliance determination and subsequent issuing of a Use Permit. Each application for a Use Permit shall be made at the time the building or structure is substantially complete, and shall be issued upon finding by the

Building Official and assurance by the owner/developer that the proposed use has been constructed, erected, or altered in accord with all applicable requirements of this ordinance.

10.9.2 Compliance Required. Failure to comply with the standards and requirements of this ordinance may result in withholding the issuance of such permit and or property until compliance is certified.

Section 10.10 *Application Requirements For A Sign Permit*

Each application shall be accompanied by the following information, at a minimum:

- 1) Identification of ownership and/or leaseholder of property on which sign is to be erected, including street address.
- 2) Name and address of the owner of the sign.
- 3) Site plan sketch with dimensions (non - professionally drafted plan is acceptable) showing the location of the sign with respect to the property and right-of-way lines, building setback lines, and any buildings, parking areas, existing free-standing signs, and buffer areas.

Section 10.11 *Application Requirements for Processing Subdivision Plats*

10.11.1 Requirements for Phased Projects. Applications to subdivide land in the Town of Yemassee shall meet the following requirement. If a subdivision is proposed in stages or phases, however, only that phase to be recorded and developed initially or at the time the application for approval is submitted shall be required to comply with the provisions of this section.

10.11.2 Sketch Plan Requirements. The submission of a Sketch Plan is optional. If submitted, it shall contain at least the following data, legibly drawn to scale, but not necessarily showing precise dimensions:

- 1) Name and address of subdivider and owner or applicant.
- 2) North arrow, scale, date, and a location map showing the relationship between the proposed subdivision and the surrounding area.
- 3) Tract boundaries and acreage.
- 4) Significant topographical and physical features including the location of water courses within the tract.

- 5) The location, names and right-of-way widths of existing streets within fifty (50) feet of the tract.
- 6) Tentative street and lot arrangement showing average lot size and the number of lots.
- 7) Proposed name of Subdivision.

10.11.3 Preliminary Plan Requirements. The applicant developer shall prepare and submit to the Building Official two copies of a Preliminary Plan at a scale of 1" = 100', containing the following information.

- 1) Property boundaries, with bearings and distances.
- 2) Contours at appropriate intervals, where public sewer is proposed.
- 3) North arrow and scale.
- 4) Name of subdivision and developer.
- 5) Layout of proposed streets, roads, public crosswalks, road names or designations.
- 6) Profile of proposed streets showing natural and finished grades.
- 7) Layout of all lots; lot and block numbers; utility easements, width and use.
- 8) Sanitary sewer plans, with letter of approval from the Town of Yemassee.
- 9) Location of all existing street, road, railroad, and utility rights-of-way, on or contiguous to the site.
- 10) Construction plans of storm sewer system(s) with grades, pipe size, and location of outlets. Storm sewers shall be sized to accommodate runoff based upon the following:
 - a) All roadway drainage systems should accommodate a storm with five (5) year return frequency.
 - b) All other systems and easements designed to handle the internal drainage created by the development should be designed to accommodate a storm with a ten (10) year return frequency.

- c) All easements or systems designed to handle drainage originating outside of, yet flowing through, the development should be engineered to handle a storm with a one hundred (100) year return frequency.

11) Water supply plans, with letter of approval from the Town of Yemassee.

12) Designation of land (if any) to be reserved or dedicated for public use.

13) Total number of lots, total acreage.

14) A narrative statement addressing:

- a) The proposed ownership and maintenance of streets, drainage systems, water and sewer systems, open space areas, parking areas, and other proposed amenities and improvements.
- b) Proposed phasing and time schedule if development is to be done in phases.

10.11.4 Final Plat Requirements. Final plats shall conform to the Preliminary Plan, as approved by the Planning Commission, and shall meet the minimum requirements of the South Carolina State Board of Registration for Professional Engineers and Land Surveyors, and the rules and regulations promulgated by the State Board of Engineer Examiners, "Minimum Standards Manual for the Practice of Land Surveying in South Carolina."

Section 10.12 *Application Procedures for Processing Subdivision Plats*

10.12.1 Assignment. All subdivision applications will be assigned to one of three categories. The Building Official shall, after reviewing the application, instruct the applicant as to the assignment of his application, which shall be one of the following:

- 1) An exempt subdivision,
- 2) A minor subdivision, or
- 3) A major subdivision.

10.12.2 Exempt Subdivisions. Applicants of exempt subdivisions, as defined by this Ordinance, shall submit to the Building Official two copies of the proposed plat. The plat shall be stamped for recording as follows, "This plat

is exempt from the requirements of the Town of Yemassee Unified Land Development Ordinance," and signed by the Building Official.

10.12.3 Minor Subdivisions.

- a) Any applicant requesting approval of a proposed minor subdivision, as defined by this Ordinance, shall submit to the Building Official two copies of the proposed plat containing the information required by Section 10.11.2 for Sketch Plan approval, together with the prescribed fee.
- b) If in compliance with the requirements of this Ordinance, the Building Official, having been delegated by the Planning Commission, shall stamp and sign the Plat for recording.

10.12.4 Major Subdivisions. Any applicant requesting approval of a Major Subdivision, as defined by this Ordinance, shall submit a Preliminary and then a Final Plat in accordance with the following procedures.

1) Preliminary Plat (Plan) Approval.

- a) The applicant shall submit to the Building Official three (3) copies of the materials stipulated by Section 10.11.2.
- b) The Building Official shall within 10 days call a meeting of the "Subdivision Review Committee" to review the proposed Plat. The Committee shall act within 10 days and shall advise the applicant of its comments and concerns, if any.
- c) The Preliminary Plat shall then be forwarded to the Planning Commission, together with the comments and recommendations of the Subdivision Review Committee. The Planning Commission shall act on the application within 30 working days of receipt of a complete application.
- d) Action taken by the Commission shall be at a scheduled public meeting. In its deliberations, the Planning Commission shall either approve, approve conditionally, or disapprove the Plat. If the Preliminary Plat is disapproved or approved conditionally, the reasons for such actions shall be stated in writing and signed by the Chairman of the Planning Commission. The reasons for disapproval shall refer specifically to those parts of the regulations with which the Plan does not conform. On conditional approval, the Commission may require

the subdivider to resubmit the Preliminary Plat with all recommended changes before approving the Plat.

- e) If the Preliminary Plat is found to conform to all the requirements of the Ordinance, approval shall be given by the Planning Commission and shall be noted in writing by the Building Official, on behalf of the Planning Commission, on at least two (2) copies of the Preliminary Plat. One copy shall be retained by the Building Official and one copy given to the applicant/subdivider.
- 2) **Effects of Preliminary Plat Approval.** Preliminary Plat approval shall confer upon the applicant the following:
- a) The right to proceed with the installation of site improvements; and
 - b) The right to proceed with the preparation of a Final Plat; however,
 - c) Preliminary Plat approval shall not authorize the applicant to sell or otherwise transfer lots or parcels within the platted subdivision.
- 3) **Final Plat Approval.**
- a) Final Plat approval is an administrative action by the Building Official. No public notice or hearing is required in connection with approval proceedings on Final Plats.
 - b) An applicant requesting Final Plat approval shall submit to the Building Official three (3) copies of the materials specified in Section 10.11.3 of this Ordinance. The Final Plat shall show all streets, utilities, and improvements in exact location, identifying those portions already installed and those to be installed and/or certified in the amount of improvement guarantees required to assure completion of those improvements not yet installed, as stipulated in Section 8.3 of this Ordinance.
 - c) Final Plat approval shall be granted or denied within 30 days after submission of a complete application to the Building Official or within such further time as may be consented to by the applicant.
 - d) No subdivision plat, portion or phase thereof shall be accepted for filing by the Office of the Clerk of Court until it has been approved by the Planning Commission as indicated on the instrument by the signature of the Building Official. The signature of the Building

Official shall not be affixed until the applicant/developer has posted the guarantees required pursuant to Section 8.3 of this Ordinance.

- 4) **Effects of Final Plat Approval.** Final Plat approval shall confer upon the applicant the following rights:
 - a) To record the plat with the County Clerk of Court, and
 - b) To proceed with the sale and/or transfer of lots and parcels in accord with the approved and recorded plat.
- 5) If the Final Plat is disapproved, the reasons for such action shall be stated in writing and signed by the Building Official. One (1) copy of the Final Plat shall be retained by the Building Official and two (2) copies returned to the subdivider.

10.11.5 Recording of Final Plat. No subdivision plat shall be recorded in Hampton County or Beaufort County unless and until it bears the signature of the Building Official, on behalf of the Planning Commission. Final Plats shall be recorded within seven (7) days of approval or the action of the Commission shall be null and void, unless an extension of time is granted in writing by the Commission upon written request of the subdivider.

Section 10.12 *Inspections For Compliance*

The Building Official may make or require any inspections of any construction to ascertain compliance with the provisions of this Ordinance and other laws which are in force and to ascertain that such building or structure is constructed or erected as indicated on the approval permit application.

Section 10.13 *Appeal From A Decision of the Building Official*

It is the intention of this ordinance that all questions arising in connection with the enforcement of this Ordinance shall be presented first to the Building Official and that the decision of the Building Official shall be final, unless appealed as provided for herein.

Section 10.14 *Planning Commission*

10.14.1 Establishment of the Town of Yemassee Planning Commission (YPC). Under The Town of Yemassee's Ordinances, Chapter 2, Article V, the Planning Commission was established with the powers and duties as provided in S.C. Code Title 6, Chapter 29, §6-29-310, et seq.

10.14.2 Membership of the Planning Commission shall be as follows:

- a) The YPC shall be composed of seven (7) voting members.
- b) YPC members maintain residence or are freeholders within the town limits of Yemassee.
- c) All members shall be appointed to three year staggered terms by the Town Council, and after that time until their successors are appointed.
- d) A vacancy in the membership must be filled for the unexpired term by appointment of Town Council.
- e) The Town may remove any member of the YPC for cause. The existence of cause shall be discussed by the Council in executive session, and the determination of removal shall be by vote in public session declaring a vacancy in the position without a statement of cause. Any fact which, in the discretion of Council, is deemed to adversely affect the public interest, including lack of attendance at meetings, may constitute cause.
- f) Members of the YPC shall serve without compensation. Reimbursement for actual expenses incurred in the performance of official duties may be reimbursed from budgeted funds pursuant to reimbursement policies and procedures for employees of the Town.
- g) None of the members shall hold any other public office or salaried position in the Town.

10.14.3 Procedures of the Planning Commission

- a) The YPC shall elect one of its members chairman, who shall serve for two years or until (s)he is re-elected or his successor is elected and qualified.
- b) The YPC shall appoint a secretary who may be an officer of the Town.
- c) The YPC shall adopt rules of procedure in accordance with the provisions of this ordinance.
- d) Meetings of the YPC must be held at least once per month, unless there is no business before it.

- e) Meetings may be held at the call of the chairman and at such other times as the YPC may determine.
- f) Public notice of all meetings of the YPC shall be provided to interested citizens.
- g) The YPC shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which must be immediately filed in the office of the YPC and must be a public record.

10.14.4 Administrative Functions of the Planning Commission

The Town of Yemassee Planning Commission has the duty to develop and carry out a continuing planning program for the physical, social, and economic growth, development, and redevelopment of the Town.

- a) The YPC prepares and periodically revises the Town of Yemassee Comprehensive Plan, as well as all development plans and programs for the Town and all implementation measures required to carry out the goals of the Comprehensive Plan, including:
 - Zoning ordinances, defined below
 - Subdivision regulations
 - An official map
- b) Ordinances to protect and preserve the Town's appearance and resources, such as landscaping, historic preservation ordinances
- c) The planning commission may prepare and recommend zoning ordinances or amendments to this Ordinance to the Town Council and review and make recommendations concerning amendments to a zoning ordinance, once adopted.
- d) The planning commission administers land development regulations and landscaping, highway corridor overlay, historic district and other similar regulations, as applicable under this Ordinance and amendments.
- e) The planning commission must catalog public improvements needed in the Town, place them in a logical chronological order, and rank them. An annual list of priority projects should be forwarded to the Town Council.
- f) The planning commission cannot administer the zoning ordinance, grant variances, or special exceptions. They do not review plans for their

conformance to the zoning ordinance. That is the exclusive authority of the Board of Appeals.

Section 10.15 Board of Appeals

10.15.1 Establishment. A Board of Appeals is hereby established with the powers and duties as provided in S.C. Code Title 6, Chapter 29, §6-29-310, et seq.

- a) The Board shall be composed of five (5) voting members.
- b) Board members maintain residence or are freeholders within the town limits of Yemassee.
- c) All members shall be appointed to three year staggered terms by the Town Council, and after that time until their successors are appointed.
- d) A vacancy in the membership must be filled for the unexpired term by appointment of Town Council.
- e) The Town may remove any member of the Board for cause. The existence of cause shall be discussed by the Council in executive session, and the determination of removal shall be by vote in public session declaring a vacancy in the position without a statement of cause. Any fact which, in the discretion of Council, is deemed to adversely affect the public interest, including lack of attendance at meetings, may constitute cause.
- f) Members of the Board shall serve without compensation. Reimbursement for actual expenses incurred in the performance of official duties may be reimbursed from budgeted funds pursuant to reimbursement policies and procedures for employees of the Town.
- g) None of the members shall hold any other public office or salaried position in the Town.

10.15.2 Procedures. The Board of Appeals shall organize, elect officers, and adopt rules of procedure in accordance with S.C. Code §6-29-790.

- a) The Board shall elect one of its members chairman, who shall serve for one year or until (s)he is re-elected or his successor is elected and qualified. The Board shall appoint a secretary who may be an officer of the Town.

- b) The Board shall adopt rules of procedure in accordance with the provisions of this ordinance.
- c) Meetings of the Board must be held at the call of the chairman and at such other times as the Board may determine. Public notice of all meetings of the Board of Appeals shall be provided by publication in a newspaper of general circulation in the County.
- d) In cases involving variances or special exceptions conspicuous notice shall be posted on or adjacent to the property affected, with at least one such notice being visible from each public thoroughfare that abuts the property.
- e) The chairman or, in his or her absence, the acting chairman, may administer oaths and compel the attendance of witnesses by subpoena.
- f) The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which must be immediately filed in the office of the Board and must be a public record.

10.15.3 Powers of the Board of Appeals. The Board of Appeals shall function in strict accordance with and pursuant to this Ordinance and shall have the following powers:

- a) To hear and decide appeals where it is alleged there is error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the zoning ordinance;
- b) To hear and decide appeals for variance from the requirements of the zoning ordinance when strict application of the provisions of the ordinance would result in unnecessary hardship. A variance may be granted in an individual case of unnecessary hardship if the Board makes and explains in writing the following findings:
 - 1) There are extraordinary and exceptional conditions pertaining to the particular piece of property;
 - 2) These conditions do not generally apply to other property in the vicinity;
 - 3) Because of these conditions, the application of the ordinance to the particular piece of property would effectively prohibit or

unreasonably restrict the utilization of the property; and

- 4) The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.
 - i. The Board may not grant a variance the effect of which would be to allow the establishment of a use not otherwise permitted in a zoning district, to extend physically a nonconforming use of land, or to change the zoning district boundaries shown on the official zoning map. The fact that property may be utilized more profitably, should a variance be granted, may not be considered grounds for a variance. Other requirements are prescribed by this zoning ordinance.
 - ii. The Town by ordinance may permit or preclude the granting of a variance for a use of land, a building, or a structure that is prohibited in a given district, and if it does permit such a variance, it may require the affirmative vote of two-thirds of the Board members present and voting. Notwithstanding any other provision of this section, the Town may overrule the decision of the Board concerning a use variance.
 - iii. In granting a variance, the Board may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the Board may consider advisable to protect established property values in the surrounding area, or to promote the public health, safety, or general welfare;
- c) To permit uses by special exception subject to the terms and conditions for the uses set forth for such uses in the zoning ordinance; and
- d) Appeals to the Board may be taken by any person aggrieved or by any officer, department, Board, or bureau of the Town or County. The appeal must be taken within thirty days of the date the appealing party has received actual notice of the action from which the appeal is taken by filing with the officer from whom the appeal is taken and with the Board of Appeals notice of appeal specifying the grounds of it. The officer from whom the appeal is taken immediately shall transmit to the Board all the papers constituting the record upon which the action appealed from was taken.

10.15.4 Stays of Legal Proceedings. An appeal stays all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board, after the notice of appeal has been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and property. In that case, proceedings may not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of record on application, on notice to the officer from whom the appeal is taken, and on due cause shown.

10.15.5 Time for Hearings. The Board shall fix a reasonable time for the hearing of the appeal or other matter referred to it, and give at least fifteen days' public notice of it in a newspaper of general circulation in the community, as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing any party may appear in person or by agent or by attorney.

10.15.6 Exercise of Power of the Board of Appeals. In exercising the above power, the Board may, in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or may modify the order, requirements, decision, or determination, and to that end shall have all the powers of the officer from whom the appeal is taken and may issue or direct the issuance of a permit. The Board in the execution of the duties specified in this chapter may subpoena witnesses and in case of contempt may certify this fact to the Hampton County circuit court.

10.15.7 Recordkeeping. All final decisions and orders of the Board must be in writing and be permanently filed in the office of the Board as a public record. All findings of fact and conclusions of law must be separately stated in final decisions or orders of the Board which must be delivered to parties of interest by certified mail.

Section 10.4. Contempt and Penalty

In case of contempt by a party, witness, or other person before the Board of Appeals, the Board may certify this fact to the circuit court of the county in which the contempt occurs and the judge of the court, in open court or in chambers, after hearing, may impose a penalty as authorized by law.

Section 10.5. Appeal from the Board of Appeals to Circuit Court

A person who may have a substantial interest in any decision of the Board of Appeals or an officer or agent of the appropriate governing authority may appeal from a

decision of the Board to the circuit court in and for the County by filing with the Clerk of the Court a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal must be filed within thirty days after the decision of the Board is mailed.

Section 10.6. Notice of Appeal; Transcript; Supersedeas

10.6.1 Notice of Appeal, Transcripts. Upon the filing of the appeal, the clerk of the circuit court shall give immediate notice of it to the secretary of the Board and within thirty days from the time of the notice the Board shall file with the clerk a certified copy of the proceedings held before the Board of Appeals, including a transcript of the evidence heard before it, if any, and the decision of the Board including its findings of fact and conclusions.

10.16.2 Supersedeas. The filing of an appeal in the circuit court from a decision of the Board shall not ipso facto act as a supersedeas, but the judge of the circuit court may in his discretion grant a supersedeas upon such terms and conditions as may seem reasonable and proper.

Section 10.7 Determination of Appeal; Costs

At the next term of the circuit court or in chambers, upon ten days' notice to the parties, the presiding judge of the circuit court of the county shall proceed to hear and pass upon the appeal on the certified record of the Board proceedings. The findings of fact by the Board of Appeals shall be treated in the same manner as a finding of fact by a jury, and the court may not take additional evidence. In the event the judge determines that the certified record is insufficient for review, the matter may be remanded to the Board of Appeals for rehearing. In determining the questions presented by the appeal, the court shall determine only whether the decision of the Board is correct as a matter of law. In the event that the decision of the Board is reversed by the circuit court, the Board is charged with the costs, and the costs must be paid by the governing authority which established the Board of Appeals.

Section 10.8 Appeal to the Supreme Court

A party in interest who is aggrieved by the judgment rendered by the circuit court upon the appeal may appeal in the same manner as provided by law for appeals from other judgments of the circuit court in law cases.

ARTICLE XI AMENDMENTS

Section 11.1 *Amendment Authorization and Procedure*

This Ordinance may be amended from time to time by Town Council, but no amendment shall become effective unless it shall have been proposed by or shall have first been submitted to the Planning Commission for review and recommendation. The Planning Commission shall have thirty (30) days within which to submit its report. If the Commission fails to submit a report within the thirty (30) day period, it shall be deemed to have recommended approval of the requested amendment.

Section 11.2 *Initiation of Amendment*

Proposed changes or amendments to the Ordinance may be initiated by Town Council, the Planning Commission, the property owner, or by legal representative.

Before any action shall be taken on an amendment request, the party or parties proposing or recommending said amendment shall, with the petition for such change, deposit the required fee at the time the petition is filed to cover publication and other miscellaneous cost for said change. Under no condition shall said fee or any part thereof be refunded for failure of said amendment to be adopted. However, in the event an application is withdrawn prior to the time it is ordered advertised for hearing, one-half (1/2) of the fee shall be refunded.

Section 11.3 *Application Requirements*

All applications shall be presented on forms provided by the Building Official and signed by the applicant.

Section 11.4 *Action by Planning Commission*

11.4.1 Basis of Decisions. All applications shall be decided on the basis of the evidence of record.

11.4.2 Decisions. An application for an amendment shall be either approved, denied, or withdrawn. An application may be withdrawn at any time before the hearing. If it is not withdrawn, it shall be either approved or denied on its merits.

11.4.3 Voting. The decision shall be determined by a majority of those voting. All decisions of the Planning Commission shall be made in open session on roll call by yeas and nays and the resolution embodying the decision shall not be valid unless it is incorporated in the Planning Commission's minutes.

11.4.4 Timing of Decisions. The Planning Commission shall act on an application within thirty (30) days after receipt thereof, recommending to Town Council either denial or approval.

Section 11.5 *Public Hearing and Notice Thereof*

Before enacting an amendment to this Ordinance, the Town Council shall hold a public hearing thereon, at least fifteen (15) days notice of the time and place of which shall be published in a newspaper of general circulation in Hampton County and delivered by certified mail to the parties of interest.

Section 11.5 *Decision of the Town Council*

Following the public hearing, the Town Council shall act on the application and provide written notice of its action.

ARTICLE XII
DEFINITIONS

For the purpose of this Ordinance, certain terms are hereby defined. Words used in the present tense shall include the future, the singular number shall include the plural and the plural the singular; the word "building" shall include the word "structures" and "premises", the word "shall" is mandatory and not directory; the words "used" or "occupied, include the words "intended," designed," or "arranged to be used or occupied; the word "lot" includes the words "plot" or "parcel"; and the word "person" includes a firm, association, organization, partnership, trust, company or corporation, as well as individual. Any word not herein defined shall be as defined in any recognized standard English dictionary.

Access - a means of vehicular approach or entry to or exit from property.

Apartment - see Dwelling, Multi-family dwelling.

Block - a parcel of land entirely surrounded by roads or highways, railroad rights-of-way, waterways, or a combination thereof.

Building - a structure built, maintained, or intended for use for shelter or enclosure of persons, animals, or property of any kind. The term is inclusive of any part thereof.

Accessory building - a building which (1) is subordinate to and serves a principal structure or a principal use, (2) is subordinate in area, extent, and purpose to the principal structure or use served, (3) is located on the same lot as the principal structure or use served, and (4) is customarily incidental to the principal structure or use. Any portion of a principal structure devoted or intended to be devoted to an accessory use is not an accessory structure.

Principal building - a building in which is conducted, or in which is intended to be conducted, the main or principal use of the lot on which it is located.

Building line - a line beyond which no foundation, wall, or part of the structure of any building shall project, with the exception of projections and accessory buildings, as provided by this Ordinance.

Building Permit - a document or certificate issued by the authorized Town of Yemassee Building Inspector authorizing construction, enlargement, alteration, moving of, or demolition of a building or structure or the placement of a mobile home.

Cluster Development - a development design technique that concentrates buildings in specific areas on the site to allow the remaining land to be used for recreation, common open space, and preservation of environmentally sensitive features. It is applied principally to single-family residential subdivisions.

Composting facility - any facility used to provide aerobic, thermophilic decomposition of the solid organic constituents of solid waste produce a stable, humus-like material.

Condominium - an ownership arrangement, not a land use, it is individual ownership of a unit in a multi-unit structure.

Construction, demolition and land clearing debris - discarded solid waste resulting from construction, remodeling, repair and demolition of structures and road building and land clearing. The wastes include, but are not limited to, bricks, concrete, and other masonry materials, soil, rock, lumber, road spoils, paving material, and tree and brush stumps, but does not include solid waste from agricultural or silvicultural operations.

Developed lot or parcel - one which contains \$50,000 in commercial, industrial or business improvements, according to records in the tax assessor's office or receipt of a valid building permit in said amount.

Developer - an individual, partnership or corporation (or agent therefore) that undertakes the activities covered by these regulations.

Drainage - the removal of surface water or groundwater from land by drains, grading or other means.

Drainage facility - any component of the drainage system.

Drainage system - the system through which water flows from the land, including all water courses, water bodies and wetlands.

Driveway - a paved or unpaved area used for ingress or egress of vehicles, and allowing access from a street to a building or other structure of facility.

Dwelling - a structure or portion thereof which is used exclusively for human habitation.

Detached dwelling - a dwelling which is not attached to any other dwelling by any means.

Duplex - a structure on a single lot containing two dwellings, each of which is totally separated from the other by an unpierced wall or ceiling.

Multi-family dwelling - a dwelling containing three or more dwelling units sharing access from a common hall, stairs, or balcony.

Single-family dwelling - a building containing one dwelling unit.

Townhouse - a single-family dwelling in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more common fire resistant walls.

Easement - a right-of-way granted, but not dedicated, for limited use of private land for a public or quasi-public purpose and within which the owner of the property shall not erect any permanent structures.

Escrow - a deed, a bond, money or a piece of property delivered to a third person to be delivered by him to the grantee only upon fulfillment of a condition.

Evergreen tree/shrub - a coniferous or deciduous tree or shrub that remains green throughout the year.

Family - (a) one or more persons related by blood, marriage, adoption, or guardianship; (b) not more than five persons not related, occupying a dwelling unit and living as a single housekeeping unit; and (c) not more than nine mentally or physically handicapped persons for whom care is provided on a 24-hour basis, in accord with the S.C. Code of Laws.

Final Plat - the final map of all or a portion of a subdivision which is presented for final approval and recording.

Floodplains - those normally dry land areas subject to periodic inundation by water as defined by the Federal Emergency Management Agency (FEMA) on Flood Boundary and Floodway maps for Hampton and Beaufort Counties, the most recent edition available.

Grade - the slope of a street, or other public way, specified in percentage (%) terms.

Group quarters - a dwelling that houses primarily unrelated individuals, including barracks, dormitories and the like.

Hazardous waste - waste materials as defined in Section 44-56-20 of the South Carolina Hazardous Waste Management Act and other applicable State and Federal regulations.

Impervious surface ratio - a measure of the intensity of land use determined by dividing the total site area of all impervious surfaces within the site by the total site area. These include, but are not limited to roofs, structure footprints, and paved surfaces.

Improvement - any man-made immovable item which becomes a part of, placed upon, or is affixed to real estate.

Junk or salvage yard - a place: (a) containing two or more wrecked or disabled vehicles, without current license tags and/or are otherwise inoperable are placed or stored in an open area including parts thereof, scrap building material, scrap contractor's equipment, tanks, cases, cans, barrels, boxes, drums, piping, bottles, glass, old iron, machinery, rags, paper, excelsior, mattresses beds or bedding or any other kind of scrap or waste material; (b) possessing a South Carolina Business Tax Identification Number, and (c) having an on-site office from which to conduct business.

Kennels, commercial - an establishment where small animals are boarded principally outdoors for compensation, or where dogs are raised and/or bred on a commercial scale. This definition does not include veterinary clinics, where the boarding of animals is enclosed.

Kennels, domestic - a pen, shelter or structure where no more than three dogs are boarded.

Landfill - a disposal facility or part of a facility where solid waste is placed in or on land, and which is not a land treatment facility, a surface impoundment, or an injection well.

Lot - a single parcel or tract of land.

Corner Lot - a lot located at the intersection of two or more streets.

Double frontage lot - a lot which has frontage on more than one street.

Interior Lot - a lot, other than a corner lot, which has frontage on only one street other than an alley.

Lot area - the area contained within the boundary lines of a lot.

Lot depth - the mean horizontal distance between front and rear lot lines.

Lot line - a line bounding a lot which divides one lot from another or from a street or any other public or private space.

Lot width - the distance between side lot lines measured at the front building line.

Manufactured housing or mobile home - a structure transportable in one or more sections, which in the traveling mode, is eight body feet or more in width, or forth body feet or more in length, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. The term mobile home or manufactured housing shall not include the term modular building or structure or the term recreational vehicle or camping trailer.

Mobile home park - a site with required improvements and utilities for the long-term parking of three or more mobile homes which may include services and facilities for the residents.

Modular structure - a building or structure meeting the requirements of the *Modular Building's Construction Act, 23-43-10* of the S.C. Code of Laws and amendments, which includes the necessary electrical, plumbing, heating, ventilation, and other service systems, is manufactured off-site and transported to the point of use for installation or erection, with or without other specified components, as a finished building not designed for ready removal to another site. This term is not to be limited to residential dwellings.

Nonconformity - a lot, use, building or structure which was lawfully created or established prior to the effective date of this Ordinance, but which fails, by reason of such adoption, revision or amendment, to conform to the present requirements of the Ordinance. Uses existing at the effective date of this Ordinance shall include proposed uses evidenced by:

- 1) A valid building permit issued prior to the effective date of this Ordinance where work is commenced within 6 months of and substantially complete within 18 months of said effective date.
- 2) Permit(s) to develop issued by a federal, state or local agency prior to the effective date of this Ordinance, provided development in connection therewith must commence and be substantially complete within 12 months of said ordinance effective date.

Non-residential use - a principal use of land for other than residential purposes, i.e. commercial, industrial, institutional.

Obstruction - any structure, growth or other object, including a which exceeds a limiting height set forth in this Ordinance.

Parcel - a land area bounded by property lines that is recognized as such by the County Assessor's office.

Patio home - a single-family dwelling on a separate lot with open space setbacks on three sides, includes zero lot line dwellings.

Performance Guarantee - any security that may be accepted by the Town as a guarantee that the improvements required as part of a subdivision are satisfactorily completed.

Planning Commission - the Town of Yemassee Planning Commission.

Plat - a map which (a) represents a tract of land, showing the boundaries and location of individual properties and streets; (b) depicts a subdivision or site plan.

Poultry house, commercial - a building or structure where chickens, turkeys, ducks or other domestic birds are raised exclusively for commercial use, and where the structure(s) in which they are housed is not less than 200 square feet in aggregate.

Preliminary Subdivision Plan - a map indicating the proposed layout of a development and related information that is submitted for preliminary approval.

Recreational vehicle - a portable structure without permanent foundation, which can be towed, hauled or drive and primarily designed as temporary living accommodation for recreational, camping and travel use and including but not limited to travel trailers, truck campers, camping trailers and self-propelled motor homes.

Recreational vehicle park or campground - a plot of ground upon are located, established maintained for occupancy by camping units of the general public as temporary living quarters for recreation, education or vacation purposes.

Recyclable material - those materials which are capable of being would otherwise be processed or disposed of as solid waste.

Recycling facility. Any building or premises in which or on which materials which would otherwise become solid waste are collected, separated, or processed for reuse.

Resource recovery - the process of obtaining material or energy resources from solid waste which no longer has any useful life in its present form and preparing the waste for recycling.

Resource recovery facility - a combination of structures, machinery, or devices utilized to separate, process, modify, convert, treat, or prepare collected solid waste so that

component materials or substances or recoverable resources may be used as a raw material or energy source. Subject to applicable State and Federal regulations.

Right-of-way - the land occupied by a road and adjacent to it that is dedicated to a public entity for maintenance or other public purposes.

Sanitary landfill - a land disposal site employing an engineered method of disposing of solid waste on land in a manner that minimizes environmental hazards and meets the design and operation requirements of this Ordinance.

SCDHEC - South Carolina Department of Health and Environmental Control.

Sexually-oriented business - any establishment or use which, as one of its principal purposes, sells, displays or exhibits materials, including books, magazines, movies, tapes, photographs, etc. which appeal to prurient interests, contain patently offensive depictions of sexual conduct, and have no serious literary, artistic, political or scientific value.

Shoulder - the graded part of the right-of-way that lies between the edge of the main pavement (main traveled way) and the curblin, ditch and drainageway.

Sign - any object, device, display or structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or projected images.

Abandoned sign - a sign structure not containing a sign for 120 continuous days or a sign not in use for 120 continuous days, or a sign advertising a business no longer occupying the site on which the sign exists, or to which it refers.

Awning, canopy or marquee sign - a sign that is mounted or painted on, or attached to, an awning, canopy, or marquee.

Flat sign - a single faced sign attached flush to a building or no more than 12 inches.

Free-standing sign - any non-movable sign not affixed to a building.

Permanent sign - a sign attached to a building, structure, or the ground in some manner requiring a permit and made of materials intended for more than short term use.

Political sign - a temporary sign announcing or supporting political candidates or issues in connection with any national, state or local election.

Portable sign - a sign that is not permanently affixed to a building, structure or the ground.

Projecting sign - a sign that is wholly or partly dependent upon a building for support and which projects more than 12 inches from such a building.

Roof sign - a sign that is mounted on the roof of a building or which is wholly dependent upon a building for support and which projects above the point of a building with a flat roof, the eave line of a building with a gambrel, gable, or hip roof or the deck line of a building with a mansard roof.

Sign face - the area or display surface used for the message.

Temporary sign - a sign or advertising display constructed of cloth, canvas, fabric, plywood or other light material and designed or intended to be displayed for a short period of time.

Wall sign - a sign painted on the wall of a building and has no sign structure.

Window sign - a sign that is applied or attached to the exterior or interior of a window or located in such manner within a building that it can be seen from the exterior of the structure through a window.

Sketch plan - a preliminary presentation and attendant documentation of a proposed subdivision of sufficient accuracy to be used for the purpose of discussion and classification.

Solid waste - any garbage, refuse, or sludge from a waste treatment facility, water supply plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities. This term does not include solid or dissolved material in domestic sewage, recovered materials, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to NPDES permits under the Federal Water Pollution Control Act, as amended, or the Pollution Control Act of South Carolina.

Solid waste storage - the containment of solid waste, either on a temporary basis or for a period of years, in such manner as not to constitute disposal of such solid waste; provided, however, that storage in containers by persons of solid waste resulting from their own activities on their property, leased or rented property, if the solid waste in

such containers is collected at least once a week, shall not constitute "storage" for purposes of this Ordinance. The term does not apply to containers provided by or under the authority of the Town for the collection and temporary storage of solid waste prior to disposal.

Stock yard - an open or closed compound, where livestock is fed, graded, bought, sold, or maintained for transfer.

Street - any vehicular way which: (a) is an existing State or County roadway; or (b) is shown upon a plat approved pursuant to law; or (c) is approved by other official action; or (d) is shown on a plat duly filed and recorded in the office of the Register of Mesne Conveyance, and includes the land between the street lines, whether improved or unimproved.

Arterial streets - carry traffic into and out of Town.

Collector streets - conduct traffic from minor streets to arterials.

Minor (local) streets - provide access to property.

Private Street - a vehicular way not dedicated for public use or maintenance.

Structural alteration - any change in the supporting members of a building, such as the bearing walls, beams, or girders, or any change in the dimension or configuration of the roof or exterior walls.

Subdivider - any person, firm corporation or other legal entity subdividing land within the jurisdiction of this ordinance.

Subdivision - the division of a tract, parcel or lot into two or more lots or building sites, or other divisions of land for the purpose, whether immediate or future, of sale, legacy, or building development, and includes all division of land involving a new street or a change in existing streets and includes the re-subdivision of land.

Major subdivision - a major subdivision is any subdivision other than an exempt or minor subdivision.

Minor Subdivision - a minor subdivision is one which does not involve any of the following: (a) the creation of more than a total of ten (10) lots; (b) the creation of any new streets other than a private rural community driveway; (c) the extension of public water or sewer lines to five or more lots; or (d) the installation of drainage improvements through one or more lots to serve one or more other lots.

Subdivision Review Committee - a Committee formed to coordinate the processing of all subdivision within the Town of Yemassee.

Surveyor - a person who is registered by the South Carolina State Board of Engineering Examiners to practice land surveying in South Carolina.

Transfer station - a combination of structures machinery, or devices at a place or facility where solid waste is taken from collection vehicles and placed in other transportable units, with or without reduction of volume, for movement to another solid waste management facility.

Transport - the movement of solid waste from the point of generation to any intermediate point and thence to the point of ultimate processing, treatment, storage, and/or disposal.

Use - the purpose or activity for which land or any building thereon is designed, arranged, or intended, or for which it is occupied or maintained.

Accessory use - a use of land or of a building or portion thereof customarily incidental to the principal use of the land or building and located on the same lot as the principal use.

Principal use - the specific primary purpose for which land is used.

Waste tire site - an establishment, site, or place of business, without a collector or processor permit, that is maintained, operated, used, or allowed to be used for the disposal, storing, or depositing of unprocessed used tires, but does not include a truck service facility. A waste tire site meets the following requirements:

1. All vehicles serviced are owned or leased by the owner or operator of the service facility;
2. No more than two hundred (200) waste tires are accumulated for a period of not more than thirty days at a time;
3. The facility does not accept any tires from sources other than its own; and
4. All waste tires are stored under a covered structure.

Waste tire treatment site - a permitted site used to produce or manufacture usable materials, including fuel from waste tires.

Yard - an open space that lies between the principal or accessory building or buildings and the nearest lot line. Such yard is unoccupied and unobstructed from the ground upward except as specifically provided in this Ordinance.

Front yard - a yard extending the full width of the front of a lot front (street) right-of-way line or property line and the front building line.

Rear yard - a yard extending the full width of the lot in the area between the rear lot line and the rear building line.

Side yard - a yard extending the full length of the lot in the area between the side lot line and a side building line.

ARTICLE XIII

VIOLATIONS, CANCELLATION OF PERMITS, PENALTIES, AND EFFECTIVE DATE

Section 13.0 *Ordinance Violations*

The construction, reconstruction, erection, structural alteration or use of land or premises in violation of any of the provisions of this Ordinance is hereby declared to be a misdemeanor. In addition to all other remedies provided by law, the county may institute injunction mandamus or other appropriate action or proceeding to prevent such unlawful act, including the issuance of an ordinance summons, in accord with the South Carolina Code of Laws Title 6, Chapter 29

Section 13.1 *Permit Cancellations*

A Building, Use or Sign Permit shall be cancelled by the Building Official when construction or use violates any provision this Ordinance. Upon such cancellation any further work upon the construction, alteration, erection or repair of said building or structure, or land except for a purpose for which a permit is not required shall be deemed an ordinance violation, and processed accordingly.

Section 13.2 *Actions Punishable*

Every act or omission designated as a misdemeanor in this Article shall be punishable by a fine of \$200 or 30 days in jail for each offense. Where such act or omission is continued in violation of the provisions of this Ordinance, after giving notice of such violation by the Building official or his agent, each and every day thereafter such violation continues shall be deemed a separate misdemeanor.

Section 13.3 *Conflict with Other Laws*

Where the provisions of this ordinance are higher or more restrictive than those imposed by any other applicable law or regulation, such higher or more restrictive provisions shall apply.

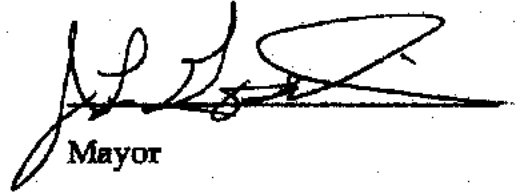
Section 13.4 *Saving Clause*

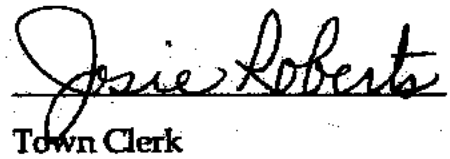
Should any section, subsection sentence, clause or phrase of this Ordinance be declared invalid by a court of competent such decision shall not affect the validity of the Ordinance in its entirety or of any part thereof other than that so declared to be invalid.

Section 13.5 Effective Date

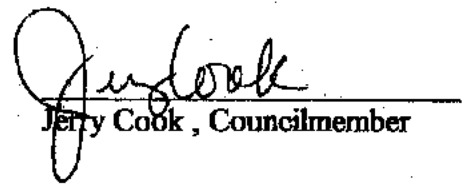
This Ordinance shall take effect on 18 July 2000

YEMASSEE TOWN COUNCIL


Mayor


Town Clerk

Peggy O'Banner, Councilmember


Jerry Cook, Councilmember


Simon Jinks, Councilmember


Colin Moore, Councilmember

Exhibit D

Development Schedule in five year increments

First Five Years: It is anticipated that approximately one-third of the residential and mixed use development will occur.

Second Five Years: It is anticipated that the other two-thirds of the residential and mixed use development will occur.

As stated in the Development Agreement, Section VI, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.

Exhibit E

Estimated Population at Build-out

Full Build-out is estimated at approximately 2,400 persons.

EXHIBIT F.

OFF-STREET PARKING AND LOADING STANDARDS

A. OFF-STREET PARKING

Areas suitable for parking or storing automobiles in off-street locations shall hereafter be required in all districts at the time of the initial construction of any principal building; or when a structural alteration or other changes in a principal building produces an increase in dwelling units, guest rooms, floor area, seating or bed capacity, or when a conversion in use occurs. Off-street parking spaces shall have access to a street or alley, and shall be provided and maintained in accordance with the following minimum requirements.

USE TYPE	PARKING REQUIREMENT
RESIDENTIAL USES	
Single-Family	2 per dwelling unit
Multi-Family	1 per efficiency 1 per one bedroom unit 1.75 per two bedroom unit 2 per 3+ bedroom units
Upper Story	None
Group dwellings	1 per three bedroom
NONRESIDENTIAL USES	
Assembly	1 per 5 seats (fixed seats) 1 per 300 square feet (without fixed seats)
Child Care Centers	1 per 10 children
Professional/General Offices	1 per 300 square feet
General Commercial/ Retail	1 per 300 square feet
General Industrial	1 per 750 square feet
Government Buildings	1 per 300 square feet
Hospital/ Clinics/ Nursing Homes	1 per 2 beds, plus 1 per staff, plus 1 per 4 employees
Overnight Guest Accommodations	1 per room
Medical Offices	1 per 300 square feet
Night Clubs/ Lounges/ Bars	1 per 4 seats, plus 1 per 2 employees
Restaurants/ Cafes	1 per 4 seats, plus 1 per 2 employees
Theaters	1 per 4 seats, plus 1 per 2 employees
Warehousing/ Storage	1 per 2,000 square feet
Wholesale Business	1 per 2,000 square feet

Any use not listed above shall be given the same parking requirements as the most similar listed use, taking into account such factors as the number of trips per day the unlisted and listed use have pursuant to traffic manuals, such as the International Traffic Engineers Manual.

B. PARKING DESIGN STANDARDS

1. Off-street parking spaces shall be at least nine (9) feet wide, and at least eighteen (18) feet long, exclusive of access or maneuvering space. Handicap parking shall be provided, as specified by the "Americans with Disabilities Act (ADA)", latest edition as published in the Federal Register.

2. Except for single-family and duplex dwellings, parking lots shall be marked as appropriate to provide for safe and efficient parking and for traffic and pedestrian circulation. Parking spaces up to the minimum number of spaces required by this section may be paved with asphalt or concrete. Parking spaces over the minimum of that required by this section shall be of pervious material.

3. The maximum number of surface lot parking spaces shall be no more than 140 percent of the required minimum number of spaces. For buildings with a footprint greater than 60,000 square feet, the maximum number of surface lot spaces shall be no more than 125 percent of the minimum number of spaces.

4. Parking Lots shall include landscaped medians and landscape peninsula as follows:

7. Parking Area Interior Landscaping Requirements:

a. No parking space shall be further than 55 feet from the trunk of a broadleaved overstory tree. Coniferous trees shall not be substituted.

b. Landscaped peninsulas and medians shall be established as follows:

(1) Landscaped Peninsulas. Landscaped peninsulas measuring at least six feet by 18 feet shall be established parallel to parking spaces and at the end of the parking aisle in order to separate the last space from any adjacent driveways. At least 1 tree shall be provided within each terminal island. All tree planting areas shall have a minimum width of 7 feet. The number of continuous parking spaces in a row not interrupted by a landscaped peninsula shall not average more than 10 over the entire parking lot and shall not be greater than 12 in any one place.

(2) Landscaped Medians. With respect to parking spaces on the interior of parking lots, a landscaped median at least four feet wide shall be installed between all "head-to-head" parking, unless otherwise approved by the Planning Commission or its designee.

(3) Shrub coverage in the medians and peninsulas shall be at least 50 percent.

(4) Any on-site driveway leading to a parking area but not providing direct access to parking spaces within that parking area shall be separated from the parking area by a landscaped median with a protected width at least six feet wide and have at least 50 percent shrub coverage.

c. Wheel stops shall be provided in all parking facilities to protect landscaped areas.

d. At least one delineated pedestrian crossover should be placed in each

median or as needed according to expected pedestrian circulation from parking areas to buildings.

C. LOCATION ON OTHER PROPERTY

If the required automobile parking space cannot reasonably be provided on the same lot on which the principal use is conducted, such spaces may be provided on other off-street property provided such property lies within 400 feet of the main entrance to such principal use. Such parking space shall be measured along the street right-of-way line. Such automobile parking space shall be permanently associated with the principal use and shall not thereafter be reduced or encroached upon in any manner. The applicant shall demonstrate through the use of a property deed, contract, covenant, easement or some other means acceptable to the Administrator that the offsite parking spaces will be provided for so long as the principal use exists.

D. ADJUSTMENTS TO REQUIRED PARKING

1. The official charged by the Town with administering the development standards ordinance (Administrator) may grant a reduction in the parking requirements set forth in this section in the following cases:

a. Where uses in the same or adjoining development, having different peak hour demand, seek to share parking. The applicant must submit to the Administrator an analysis and substantiated projections of peak parking demand for the entire development to justify the shared use of parking spaces for separate uses.

b. Where the special nature of a certain development (e.g., special types of housing projects inhabited by persons with low or no automobile ownership) does not require the amount of parking listed in Section A above.

c. Where fewer parking spaces are needed due to special designs and traffic mitigation measures incorporated in the parking lot design and circulation plan.

2. The Administrator shall consider the following in determining whether a reduction is warranted:

a. The likelihood that the reduced number of parking spaces can satisfy demand. For buildings with a footprint greater than 60,000 square feet, the maximum number of surface lot spaces shall be no more than 125% of the minimum number of spaces.

b. The amount of time during the year when the number of spaces provided may be insufficient and the amount of resulting parking overflow.

c. The impact of periodic overflows upon the public streets and other parking facilities.

d. The nature of surrounding land uses, character of surrounding road system, and nearby circulation pattern.

3. In all cases, the burden to demonstrate that a reduction in parking requirements is warranted shall rest with the applicant.

E. USE OF PUBLIC RIGHTS-OF-WAY FOR MANEUVERING

When determining parking area requirements for individual uses, unpaved portions of the public rights-of-way on minor streets may be considered as permissible for maneuvering incidental to parking. On major streets, parking facilities shall provide space outside the public rights-of-way for maneuvering incidental to parking.

G. OFF-STREET LOADING AND UNLOADING SPACES

Every lot on which a business, trade, industry, or residential use containing 10 or more units is hereafter established shall provide space as indicated herein for the loading and unloading of vehicles off public rights-of-way. Such space shall be designated on the site plan and shall have access to an alley or if there is no alley, to a street. For the purpose of this section, an off-street loading space shall have minimum dimensions of twelve feet by 40 feet and be clear and free of obstructions at all times. Required space shall be provided as follows:

Square Feet of Gross Floor Area in Structures	Number of Spaces
0-- 25,000	1
25,001-- 40,000	2
40,001--100,000	3
100,001--160,000	4
160,001--240,000	5
Each additional 100,000	1 additional

1. Any residential use consisting of 10 or more dwelling units: One space.
2. All uses, whether specified in this chapter or not, shall provide off-street loading areas sufficient for their requirements. Such space shall be adequate so that no vehicle being loaded or unloaded in connection with normal operations shall stand in or project into a public street, walk, alley or way.
3. Required off-street loading and unloading areas shall in all cases be located on the same lot or parcel of land as the structure they are intended to serve. In no case shall the required off-street loading space be considered as part of the area provided to satisfy off-street parking requirements as listed herein.
4. The provisions of this Section G can be waived by the Administrator for lots proposed for office or commercial uses (except grocery or beverage stores), where the size of each existing or proposed building on the lot is less than 25,000 square feet. The Administrator shall consider the following when evaluating a waiver of the off-street loading requirement: the total square footage of all existing and proposed uses on the lot; the type of uses existing and proposed on the lot; and the proposed method of deliveries for existing and proposed uses on the lot.

1/15 RP
STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (the "First Amendment") is made and entered this 25th day of April, 2011, by and between Binden Plantation, LLC now by change of name known as Bindon Plantation, LLC (herein "Bindon"), and the governmental authority of the Town of Yemassee, South Carolina (herein "Yemassee").

RECITALS

WHEREAS, Bindon and Yemassee entered into a Development Agreement dated as of the 4th day of May, 2006, the same being recorded in the Beaufort County Office of Register of Deeds in Book 02368, at Pages 1587 through 1715 (herein "Development Agreement"); and

WHEREAS, since the execution of the Development Agreement, circumstances beyond the control of either Bindon or Yemassee, to include the persisting national and global economic recession, have frustrated development plans for the real property subject to the Development Agreement (the "Property"); and

WHEREAS, the parties deem it in their respective best interests that the Development Agreement be preserved; and

WHEREAS, certain assurances to Bindon's lenders and/or successors in title are required if the anticipated benefits of the development contemplated by the Development Agreement are to occur; and

WHEREAS, S.C. Code Ann. §6-31-100 allows development agreements to be amended, upon mutual consent of the parties.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, and in further consideration of the sum of One (\$1.00) Dollar, the receipt and sufficiency of such consideration being acknowledged, Bindon and Yemassee agree as follows:

BEAUFORT COUNTY SC- ROD
BK 03058 PGS 1127-1135
DATE: 05/09/2011 03:43:43 PM
INST # 2011022726 RCPT# 646969

1. **INCORPORATION:** The above Recitals are incorporated into this First Amendment as if set forth verbatim.

2. **ACKNOWLEDGEMENT/ASSURANCES:** Yemassee and Bindon acknowledge that Buckfield Plantations, LLC and Hollingsworth Funds, Inc. (herein "Lenders") hold a purchase money mortgage on the Property. Yemassee and Bindon further acknowledge that Lenders are in the process of foreclosing on their purchase money mortgage, which would have the effect of nullifying the benefits Yemassee and Bindon bargained for in the Development Agreement. In an effort to preserve those benefits, and to induce Lenders to take title to the Property subject to the Development Agreement as hereby amended, Yemassee and Bindon agree that, if Lenders take title to the Property by foreclosure of their purchase money mortgage or by deed in lieu of foreclosure:

(a) Lenders shall not be deemed or construed as the "Developer," "Purchaser," "Landowner" or as a "Successor Developer" as such terms are defined and used in the Development Agreement;

(b) Provided that neither Lenders nor any of their affiliates engage in the development of the Property, Lenders shall not be responsible or accountable for any or all of the obligations or liabilities imposed by the Development Agreement on the Developer, Purchaser, Landowner or Successor Developer, or otherwise as an owner of the Property;

(c) Provided that neither Lenders nor any of their affiliates engage in the development of the Property, Lenders shall be, and hereby are, released of any and all liabilities imposed by the Development Agreement on the owner of the Property, and/or on the Property;

(d) Lenders shall have the right, in their sole discretion, and at such time or times as they choose, to terminate the Development Agreement as to some or all of the Property so long as:

(i) Lenders give Yemassee ten (10) days advance written notice as provided below of the intent to cancel the Development Agreement, along with a description of the portion of the Property to which the cancellation applies (the "Released Property"), and (ii) Lenders file a Cancellation

of Development Agreement in the Office of Register of Deeds for Beaufort County (in a form and substance substantially similar to that attached as Exhibit A that describes the Released Property and acknowledges and informs subsequent purchasers that (I) the Released Property shall be deemed to be zoned as Agriculture [AG] District as defined in the Yemassee Unified Land Development Ordinance (the "Zoning Regulations"), last revised 3/9/2007, and (II) no applications, permits, or other development submissions for any portion of the Released Property will be processed by Yemassee until it has authorized and approved development rights by way of rezoning of the portion of the Released Property sought to be developed;

(e) If any portion of the Property is released from the Development Agreement, before any development can occur on any remaining portion of the Property still subject to the Agreement (the "Remaining Property"), the then owner of the Remaining Property and Yemassee must agree to revised density caps (residential and/or commercial) for the Remaining Property.

(f) Yemassee and Bindon will execute twenty (20) originals of the Cancellation of Development Agreement and deliver them to Lenders' attorneys, as Escrow Agent, to be held in trust, pending Lenders' determination as to whether the Development Agreement is to be cancelled as to some or all of the Property, and to execute such further Cancellations of Development Agreement on demand, as and when requested by Lenders.

3. USE OF PROPERTY BY LENDERS: So long as all or any portion of the Property is owned by Lenders, or either of them, Lenders, or either of them, shall be entitled to use the Property for any uses permitted under the AG District of the Zoning Regulations, including but not limited to, farming, hunting, and harvesting and sale of timber in accordance with sound forestry practices.

4. DUE EXECUTION: Each of the parties hereto represents and warrants to each other and also for the benefit of Lenders that this First Amendment, together with the multiple originals of the Cancellation of Development Agreement executed and delivered pursuant hereto, have been duly

authorized and executed and that all necessary consents, authorizations, resolutions, notices and hearings have been conducted, given or properly waived.

5. NOTICE: All notices required or desired to be given to Yemassee under this First Amendment shall be in writing and shall be deemed given (i) when delivered if by hand or overnight courier, (ii) three days after depositing for mailing by first-class registered mail, return receipt requested, postage prepaid, or (iii) when mailed by first-class registered mail, return receipt requested, postage prepaid, to the persons at the following addresses (or to such other address as Yemassee, may have specified by notice given to Lenders pursuant to this provision):

The Town Council of Yemassee
P. O. Box 577
Yemassee, SC 29945
Attn: The Town Clerk

Attorneys for Lenders may send notices on behalf of their clients.

6. LIMITED AMENDMENT: This First Amendment is limited to the matters set forth herein, to the parties hereto, and to Lenders identified herein. The rights accorded to Lenders under the provisions of this First Amendment are not assignable by Lenders except to an affiliate of Lenders and may not be exercised by any person or entity other than Lenders or an affiliate of Lenders to whom such rights have been assigned. In all other respects, the Development Agreement remains unchanged. Notwithstanding the foregoing, however, no further or additional amendments to the Development Agreement shall be binding upon Lenders, or upon any successor in title of Lenders to all or any portion of the Property, or upon any other successor or assign of Lenders unless such further or additional amendment shall have been consented to and approved in writing by Lenders or Lender's successors and assigns, as the case may be.

7. EARLY TERMINATION: If any term or provision of this First Amendment, or the application of it to any party hereto, be held to be invalid or unenforceable, then the Development Agreement shall

automatically terminate unless the parties and Lenders shall otherwise agree in writing by a further amendment recorded in the Beaufort County Office of Register of Deeds.

8. GOVERNING LAW: This First Amendment shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year as above set forth.

WITNESSES

BINDON PLANTATION, LLC

Bruce Dean
Stu C. C. M.

By: Robert L. Wapson
Its: Managing Member
By: _____
Its: Managing Member

automatically terminate unless the parties and Lenders shall otherwise agree in writing by a further amendment recorded in the Beaufort County Office of Register of Deeds.

8. GOVERNING LAW: This First Amendment shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year as above set forth.

WITNESSES

Kyle Corbett
Emily Champion

BINDON PLANTATION, LLC

By: David E. Kublausch
Its: **Managing Member**

By: _____
Its: **Managing Member**

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT

)

)

I HEREBY CERTIFY that on 25 day of April, 2011, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Robert Wolfson one of its Managing Members, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within document as the appropriate officials of Bindon Plantation, LLC, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Jacklin Paschal

Notary Public for South Carolina

My Commission Expires: My Commission Expires October 29, 2017

WITNESSES

Dennis K Pack

Phyllis Barnes

TOWN OF YEMASSEE

J L Goodin

Mayor - Town of Yemassee

Attest:

Joie Roberts

Town Clerk - Town of Yemassee

STATE OF SOUTH CAROLINA

)
)
)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT

I HEREBY CERTIFY that on 25 day of April, 2011, before me,

the undersigned Notary Public of the State and County aforesaid, personally appeared

JL Dorkin and Joie Roberts known to me (or

satisfactorily proven) to be the persons whose names are subscribed to the within document as the appropriate officials of the Town of Yemassee, who acknowledged the due execution of the foregoing Development Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Jackie Paschal


Notary Public for South Carolina

My Commission Expires: my Commission Expires October 25, 2011

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT

I HEREBY CERTIFY that on 25th day of April, 2011, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared _____ and STANLEY E. KIRKLAND its Managing Members, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within document as the appropriate officials of Bindon Plantation, LLC, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.



Notary Public for South Carolina
My Commission Expires: 11/19/14

WITNESSES

TOWN OF YEMASSEE

Mayor – Town of Yemassee
Attest: _____
Town Clerk – Town of Yemassee

12/17/11 JB
Smith Moore

RECORDED
2011 May -25 08:40 AM
Sharon D. Burnie
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 03058 PGS 1136-1147
FILE NUM 2011022727
05/09/2011 03:43:43 PM
REC'D BY P BAXLEY RCPT# 646969
RECORDING FEES 18.00

2nd STATE OF SOUTH CAROLINA)
COUNTY) TITLE TO REAL ESTATE
STATE OF BEAUFORT) (Deed in Lien of Foreclosure)

KNOW ALL MEN BY THESE PRESENTS, that Bindon Plantation, LLC, a South Carolina limited liability company (formerly known as Binden Plantation, LLC) ("Grantor") in consideration of Ten and No/100 (\$10.00) Dollars, and other valuable consideration, to the Grantor in hand paid at and before the sealing of these presents by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto Hollingsworth Funds, Inc., a South Carolina corporation ("Grantee") and the Grantee's heirs or successors and assigns, the following described premises, to wit:

All that certain piece, parcel or lot of land situate, lying and being in the County of Beaufort, State of South Carolina more fully and particularly described on Exhibit A, attached hereto and incorporated herein by this reference; Together With all right, title and interest of the Grantor in and to any land lying within the right of way or bed of any public highway, street, or road crossing, abutting or adjacent to the property herein described to the center line thereof, and in and to any alleys, strips or gores of land adjoining or pertaining to said property; and Together With all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining.

TM No. R700-012-000-001A-0000, R700-012-000-0002-0000 and R700-011-000-0005-0000

Grantee's Address: 124 Verdae Boulevard, Suite 105, Greenville, SC 29607

Said premises are conveyed subject to all applicable easements, rights of way, restrictions and covenants of record; those easements and rights of way actually existing on the ground and affecting said premises; riparian, littoral or other water rights, if any; such matters as would be revealed by a current survey and inspection of the premises; and any applicable zoning and other governmental laws, ordinances and regulations.

ADD DMP Record 5/17/2011 09:31:06 AM
BEAUFORT COUNTY TAX MAP REFERENCE

#1266305

Dist Map SMap Parcel Block Week

R700 012 000 0003 0000 00

This deed is an absolute conveyance for fair and adequate consideration, such consideration being the cancellation of the indebtedness due by Grantor to Grantee secured by that certain Purchase Money Mortgage, Security Agreement and Fixture Financing Statement executed by Binden Plantation, LLC (now by change of name known as Bindon Plantation, LLC) to Buckfield Plantations, LLC and Hollingsworth Funds, Inc. dated March 29, 2006 recorded in Book 2346, page 2213 of the Beaufort County Register of Deeds Office, as heretofore amended. Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, between the Grantor and Grantee with respect to the real estate described herein, except for the conveyance by Grantor to Grantee herewith of other collateral in the form of personal property relating to said real property which likewise secured such indebtedness.

To have and to hold all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs or successors and assigns, forever. And, the Grantor does hereby bind the Grantor and the Grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises, unto the Grantee and the Grantee's heirs or successors, and assigns against the Grantor and the Grantor's heirs or successors, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's hand and seal as of this 25th day of April, 2011.

Signed, sealed and delivered
in the presence of:

Bindon Plantation, LLC, a South Carolina
limited liability company, (formerly known as
Binden Plantation, LLC)

By: Robert L. Wolfson (SEAL)
Robert L. Wolfson
Its: Authorized Member/Manager

Cynthia L. Habersham
Witness 1

Devin K. Paek
Witness 2

And: _____ (SEAL)
Stancel E. Kirkland
Its: Authorized Member/Manager

This deed is an absolute conveyance for fair and adequate consideration, such consideration being the cancellation of the indebtedness due by Grantor to Grantee secured by that certain Purchase Money Mortgage, Security Agreement and Fixture Financing Statement executed by Binden Plantation, LLC (now by change of name known as Bindon Plantation, LLC) to Buckfield Plantations, LLC and Hollingsworth Funds, Inc. dated March 29, 2006 recorded in Book 2346, page 2213 of the Beaufort County Register of Deeds Office, as heretofore amended. Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, between the Grantor and Grantee with respect to the real estate described herein, except for the conveyance by Grantor to Grantee herewith of other collateral in the form of personal property relating to said real property which likewise secured such indebtedness.

To have and to hold all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs or successors and assigns, forever. And, the Grantor does hereby bind the Grantor and the Grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises, unto the Grantee and the Grantee's heirs or successors, and assigns against the Grantor and the Grantor's heirs or successors, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's hand and seal as of this 25th day of April, 2011.

Signed, sealed and delivered
in the presence of:

Bindon Plantation, LLC, a South Carolina
limited liability company, (formerly known as
Binden Plantation, LLC)

ASTO ROBERT WOLFSON

By: _____ (SEAL)

Robert L. Wolfson
Its: Authorized Member/Manager

Witness 1

Ann S. Hauptman

And: _____ (SEAL)

Witness 2

Kirby Kirkland
AS TO KIRKLAND

Stancel E. Kirkland
Its: Authorized Member/Manager

STATE OF SOUTH CAROLINA)
COUNTY OF Beaufort)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Robert L. Wolfson, the Authorized Member/Manager of Bindon Plantation, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 25th day of April, 2011.

Josephine M. Lobed (SEAL)
Notary Public for South Carolina
My commission expires: January 7, 2015

STATE OF SOUTH CAROLINA)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Stancel E. Kirkland, the Authorized Member/Manager of Bindon Plantation, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2011.

Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Robert L. Wolfson, the Authorized Member/Manager of Bindon Plantation, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2011.

_____(SEAL)
Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF Lexington)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Stancel E. Kirkland, the Authorized Member/Manager of Bindon Plantation, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 25th day of April, 2011.

James Blair (SEAL)
Notary Public for South Carolina
My commission expires: 11/19/14

EXHIBIT A

(Legal Description)

All that certain piece, parcel or tract of land, situate, lying and being on the southern side of U.S. Highway 17 and U.S. Highway 21 in the County of Beaufort, State of South Carolina, bounded now or formerly as follows: on the Northwest by property of Catherine S. Jefferies and Keith J. Unger; on the Northeast by the right of way of U.S. Highway 17 and U.S. Highway 21; on Southeast and on the Southwest by the banks of the Pocotaligo River; and being shown as Parcel G, and Parcel I, together with that portion of Parcel C designated as the Marshes of the Pocotaligo River lying between said River and the western boundary of Parcel I, and each being more particularly described by metes and bounds and courses and distances on plat of survey entitled "A Boundary Survey of Binden Plantation" prepared by TGS Land Surveying, Thomas G Stanley, Jr., PLS #18269 dated August 1, 2003, revised October 21, 2003, Job #03135B, and recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 99, page 39, which plat is incorporated herein by reference and made a part of this description.

The above-described property is a portion of the property acquired by Deed of Buckfield Plantations LLC and Hollingsworth Funds, Inc. recorded March 30, 2006 in Book 2346, Page 2212, Office of the Register of Deeds/Clerk of Court for Beaufort County, South Carolina. For change in Grantor's name, see Change of Name Agreement dated July 7, 2006 recorded in Book 2482, page 765 of said office.

This Title to Real Estate was prepared by Smith Moore Leatherwood LLP, Post Office Box 87, Greenville, SC 29602 (Attention: A. Marvin Quattlebaum)

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located on US Highway 17, bearing Beaufort County Tax Map Numbers R700-012-000-001A-0000, R700-012-000-0002-0000 and R700-011-000-0005-0000 was transferred by Bindon Plantation, LLC to Hollingsworth Funds, Inc. on April _____, 2011.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X exempt from the deed recording fee because (See Information section of affidavit): #13 (Deed In Lieu of Foreclosure)
(if exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$ _____
 - (b) Place the amount listed in item 5 above here \$ _____
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ _____
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.

#1266305

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Cynthia Habersham
Debra K. Pelt

Bindon Plantation, LLC

By: Robert L. Wolfson
Authorized Member/Manager
Responsible Person Connected with the Transaction

Robert L. Wolfson
Print or Type Name Here

SWORN to before me this 25th
day of April, 2011.
Stephine M. Roberts (SEAL)
Notary Public for South Carolina
My Commission Expires: _____

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39.
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership, whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

#1266305

- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or take functional control of electric transmission assets as defined in the Federal Power Act.

#1266305

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located on US Highway 17, bearing Beaufort County Tax Map Numbers R700-012-000-001A-0000, R700-012-000-0002-0000 and R700-011-000-0005-0000 was transferred by Bindon Plantation, LLC to Hollingsworth Funds, Inc. on April _____, 2011.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X exempt from the deed recording fee because (See Information section of affidavit): #13 (Deed In Lieu of Foreclosure)
(if exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did he agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
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 - (b) _____ The fee is computed on the fair market value of the realty which is _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____
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8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Bindon Plantation, LLC

By: Stanel E. Kirkland
 Authorized Member/Manager
 Responsible Person Connected with the Transaction

STANLEY E. KIRKLAND
 Print or Type Name Here

SWORN to before me this 25th
 day of April, 2011.

James H. Day (SEAL)
 Notary Public for South Carolina
 My Commission Expires: 11/19/14

INFORMATION

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- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39.
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
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- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

#1266305

- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a) and which is formed to operate or take functional control of electric transmission assets as defined in the Federal Power Act.

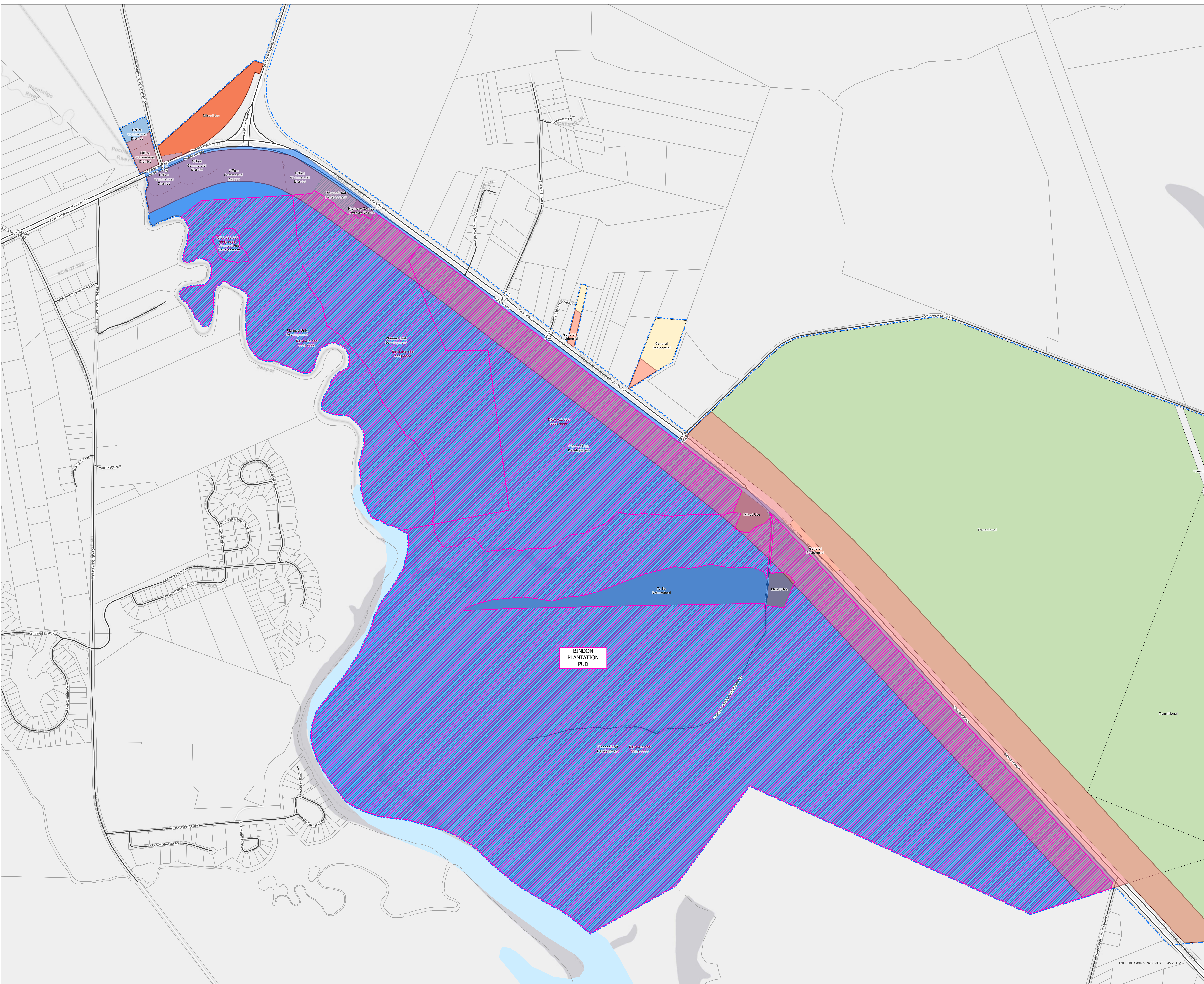
#1266305

**ZONING
DEPARTMENT**

**BINDON
PLANTATION
PUD**

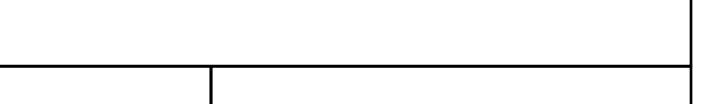
LEGEND

- BINDON PLANTATION PUD
- HIGHWAY CORRIDOR OVERLAY DISTRICT
- RIVER PROTECTION OVERLAY DISTRICT
- ROADS
- TOWN BOUNDARY
- YEMASSEE ZONING
ZONING DESCRIPTION**
- Agricultural
- Conservation
- General Residential
- Mixed Use
- Office Commercial District
- Planned Unit Development
- Telecommunications Tower
- Transitional
- Utility
- Village Commercial District
- To Be Determined
- Residential 1/4 Acre
- Residential 1/2 Acre
- Residential 1 Acre
- Regional Commercial District
- Light Industrial District
- Highway Corridor Overlay District
- General Residential Townhouse
- Conservation Preservation District
- Parcels - Beaufort
- Parcels - Jasper
- HYDROLOGY**
- LAKE/POND
- RESERVOIR
- STREAM/RIVER
- COUNTIES
- Parcels - Jasper



DATE CREATED: 6/1/2021
DATE UPDATED: 6/1/2021

PREPARED BY: SPATIAL ENGINEERING, INC.
CARTOGRAPHY BY: GOVI HINES, GISP



DISCLAIMER:
The GIS maps and data distributed by the Town of Yemassee are derived from a variety of public and private sector sources considered to be dependable, but the accuracy, completeness, and currency thereof are not guaranteed. The Town of Yemassee makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the Town of Yemassee or any agency, applicant, or employee thereof. Assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form.

Section 5.9 Planned Unit Development [PUD]

5.9.1 The purpose of the PUD District is to encourage flexibility in land planning that will result in improved design, character, and quality of new homogenous and mixed use developments; to promote the most appropriate use of land; to facilitate the provision of streets and utilities; and to preserve the natural and scenic features and open space.

5.9.2 General Requirements

- A. All property that is at least four (4) contiguous acres (rounded up to the nearest one tenth) shall be eligible for the PUD District regulation.
- B. Properties consisting of less than two hundred (200) acres shall not be required to submit a Concept Plan and shall begin the review process with an application and Master Plan. It is recommended, however, for projects less than two hundred (200) acres that are unusually complex or sensitive to submit a Concept Plan to avoid undue delays in the review process. Applicants under two hundred (200) acres will be granted PUD zoning only after acceptance of the Master Plan by Town Council.
- C. The Town of Yemassee Town Council, at its discretion, may waive the acreage requirement of Section 5.9.2 (A) and grant PUD zoning to property having a valid PUD designation from Hampton or Beaufort County. In such instances, the Town PUD designation shall incorporate the zoning regulations and term, if any, as approved by Beaufort or Hampton Counties; provided however, nothing herein shall be construed to preclude the Town Council from changing or adding regulations to any such PUD when, in its sole discretion, it deems such to be necessary and in furtherance of the public interest. To the extent there is any conflict between the regulations imposed by the County and those imposed by the Town, the regulations imposed by the Town shall prevail. All property zoned PUD shall be under single ownership, or if in multiple ownership, then by written consent of all owners who agree to be bound by the District designation and regulations.

D. The detailed standards set forth herein are minimum requirements and it is the intent of this Section that the Town Council may impose conditions and safeguards in excess of, or in addition to, the specified minimal requirements. Satisfying the minimum requirements set forth herein does not per se indicate that an Applicant is entitled to a zoning change and notice is hereby given to that effect.

5.9.3 General Considerations: Following is a list of general considerations to be reviewed by the Town of Yemassee when analyzing applications for a PUD rezoning.

- A. The Applicant's statement describing the character of and rationale for the proposed development;
- B. The appropriateness of each development area and the development standards proposed for each area;
- C. Land uses proposed are adopted as permitted uses by the Town of Yemassee;
- D. Whether the major components of the PUD are properly located and should be able to continue to function if any of the other phases are not completed, taking into factors such as the infrastructure guarantee procedures described herein;
- E. Compatibility of proposed land uses within the PUD and the surrounding area;
- F. Infrastructure capacity and the effect upon public services;
- G. Conformance with engineering and other technical requirements;
- H. Effects upon public health, safety, and general welfare; and
- I. Residential densities and square footage of commercial usage as they compare to current Town requirements and optimal usage of the land.

5.9.4 Special Considerations: The following list includes special considerations to be made by the Town of Yemassee when reviewing applications for PUD rezoning. Satisfaction of these requirements is not mandatory, but are strongly recommended and desired by the Town of Yemassee. Inclusion of these special considerations within a PUD can increase the ability of the developer to negotiate mitigation of other requirements.

- A. Placement of structures on most suitable sites with consideration of topography, soils, vegetation, slope, etc;
- B. Preservation of open space, natural and cultural areas, as well as the creation of active and passive recreation to include greenways, sidewalks, and other pedestrian/bicycle circulation networks that serve to connect significant areas and various land uses;
- C. Enhanced landscaping, deeper buffers, and increased planting along public right-of-ways, open space/recreational areas, and the overall perimeter of the project;
- D. Segregation of vehicular, pedestrian/bicycle circulation networks, and other traffic mitigation measures;
- E. Provision of subsidized affordable housing;
- F. Public benefits and community facilities and the access thereto;
- G. Sensitive treatment of perimeters to mitigate impacts upon adjoining property; and
- H. Placement of utilities underground.

5.9.5 Permitted Uses

- A. Any use permitted in all zoning districts adopted by the Town of Yemassee may be permitted, and any conditional uses allowed in these Districts may be permitted and any other uses as the Council may approve, provided the conditions for such uses are satisfied.
- B. There shall be no areas of a PUD that are unspecified as to the type of land uses that will occupy those particular areas.

5.9.6 Standards

- A. Any property in a PUD District shall be required to adhere to all provisions of the *Town of Yemassee Zoning Ordinance, Development Standards Ordinance*, as well as the Historic Preservation Overlay District, the River Protection Overlay District, as applicable, and the Highway Corridor Overlay District as applicable. The regulations applicable to the uses in an approved PUD shall be those of the most restrictive zoning district where such uses are allowed, unless a waiver or deviation from such restrictions is secured as part of the approved Concept Plan.
- B. External setbacks shall be a minimum of twenty (20) feet for front, rear, and side yards.
- C. Buffer Requirements:
 - 1. Minimum buffer strips of ten (10) feet shall be maintained along all external dimensions of a PUD.
 - 2. Buffer strips shall be in addition to the required external setback. In effect there shall be a minimum thirty (30) feet of total setbacks with the required buffer.
 - 3. No development, parking areas, structures, or accessory buildings, except the required fence and vegetation, shall be placed in the buffer area. Buffer strips shall include vegetative cover and be maintained regularly. In addition, no development, parking areas, structures, or accessory buildings shall be placed in the setback areas.
 - 4. The buffer shall include a vegetative screen of evergreen trees and/or shrubs that will reach six (6) feet in height within twelve (12) months of installation and form a contiguous screen within two (2) years of installation.
 - 5. The Town of Yemassee reserves the right, if it finds substantial needs for screening of the proposed PUD activity, to include within the buffer a six (6) foot high fence made of either brick, finished concrete, mortar, wood, stone,

masonry units, or a combination of the above. The fence shall be fronted by the required vegetative screen.

6. The frontline of the required side yard buffer shall begin where the private property line and the public right-of-way intersect and extend to the rear lot line. The required vegetative screen and the fence, if required, shall begin twenty (20) feet from where the private property line and the public right-of-way intersect and extend to the rear lot line.
7. Required rear yard buffer strips and the fence, if required, shall extend the entire length of the rear lot line.

5.9.7 Application and Concept Plan

- A. A request for the PUD District shall be processed as an amendment to the *Town of Yemassee Zoning Ordinance* and *Official Zoning Map*.
- B. To secure a PUD District designation, an application must be filed with a fee established by the Town.
- C. The application shall contain, at a minimum, a legal description of the property and if in multiple ownership, the written consent of all owners who agree to be bound by the District designation and regulations.
- D. A Concept Plan shall be submitted with the application to the Town's designated planning staff. Applications and Concept Plans will be forwarded to the DRB and designated Planning Commission for recommendation to Town Council in accordance with standard procedural requirements.
- E. The Concept Plan shall contain:
 1. A narrative statement by the Applicant as to the goals of development and a definitive justification of why a PUD designation is necessary to achieve them;
 2. The types of uses proposed for the PUD, either specifically or generally. If general descriptions are used, the uses

deemed applied for shall be those allowed in the most restrictive zoning district where such uses are permitted as a matter of right, and the regulations of such zoning district shall apply. To avoid miscommunication and to encourage ease of administration, Applicants are encouraged to specifically designate the uses it proposes, i.e. single-family residences, offices, business parks, or the like. Sewer treatment plants and utility pads may be permitted in a PUD;

3. The total number of units for residential uses and the total number of acres to include the range of residential lot sizes and the total square footage for commercial uses and institutional uses;
4. A general layout of roadways of major circulation, the anticipated widths thereof, whether they are to be publicly or privately maintained, and a general statement as to the anticipated impact of the PUD project on public roads;
5. A description or list of any proposed waivers or deviations from zoning district regulations, *Development Standards Ordinance* regulations or Overlay District regulations, and what is proposed in their place;
6. Statement(s) from applicable utility service providers (water and sewer, if applicable, telephone and electricity) that service is available to the PUD, or what is required to render services available;
7. A proposed build-out schedule;
8. A statement identifying existing buildings, structures, or other facilities on the property including identification of designated historic properties, as applicable;
9. Proof of notification to adjacent landowners by certified mail of notice of zoning application;
10. Identification, by name, number, and width of existing public rights-of-way on/or adjacent to the property, and the proposed access to such existing rights-of-way;

11. The proposed internal setbacks, vegetative buffer material, and percent open space areas;
12. Proposed stormwater mitigation for deviations from the *Development Standards Ordinance* maximum of ten (10) percent impervious surface;
13. The proposed ownership and maintenance of rights-of-way, drainage systems, water and sewer systems, open space systems, and amenities;
14. A description of known archeological sites or historic structures on the property, and the proposed approach for protecting them and any others that might be discovered during development; and
15. A site map/plan delineating the vicinity of the property; the boundary lines of the property; any rivers, creeks, marshes, and general patterns of wetlands on or adjacent to the property; land uses adjacent to the property; municipal or county boundary lines adjacent to the property; designated historic structures on or adjacent to the property, as applicable; any flood hazard and all Overlay District boundary lines; proposed access to existing roads; and arrangement/layout or land uses, approximate acreage of each land use area, type of use and residential density of each use area.
16. Parking spaces shall be shown on the Concept Plan and shall be calculated with the following minimums:
 - a. -2.0 spaces per single-family or two-family dwelling unit;
 - b. -2.25 spaces per multi-family dwelling unit;
 - c. -3.5 spaces per one thousand (1,000) square feet of retail space;
 - d. -4.0 spaces per one thousand (1,000) square feet of office space; and
 - e. All parking spaces that are to be counted to meet parking requirements must be located on private property.

Parallel parking on streets that the developer anticipates will be maintained by the public cannot be counted in the parking requirements for the proposed development.

- F. The Town Council will consider the Application, Concept Plan, and recommendations from the DRB and Planning Commission. The Town Council shall examine, consider, and address issues relating to financial impacts upon the Town, environmental impacts, and required infrastructure to serve the PUD. The Council may require submission of additional maps, data, or proposed methods of addressing other pertinent matters relative to the development which are reasonably available and where, owing to the nature, size, and location of the proposed development, particular elements critical to the health, safety, and welfare of the community and its citizens. Such elements may be, but are not limited to, environmental impact statements as to specific matters not otherwise required or adequately addressed herein, traffic analysis, hurricane evacuation, other emergency preparedness and response, historical preservation, shoreline erosion, public access, community linkages, public education, and the like. Should additional information be requested by the Town Council, the Town Council may request the review and recommendation of the DRB and Planning Commission relative to the additional information prior to study. When necessary and appropriate to address such issues, the Town may require a Development Agreement as a prerequisite to approving a PUD hereunder, in accordance with the *South Carolina Development Agreement Act*.
- G. Upon approval by the Town Council of the Application and Concept Plan and the adoption of an Ordinance to that effect, property greater than two hundred (200) acres shall be zoned PUD. A zoning of PUD shall not entitle an owner of the affected property any right to develop or engage in any land use or land disturbing activity, other than that in existence as of the time the Concept Plan is approved. Further, initial zoning of PUD does not vest a developer any number of residential units or square footage of commercial/ institutional/industrial space. To engage in development or any land use or land disturbing activity other than that in existence when PUD zoning is approved, an overall Master Plan and subsequent Development Plan(s) must be approved for the areas to be developed or engaged in land disturbing activity. A zoning PUD is not

deemed by the Town to constitute the commencement of activity or use that would abrogate exemptions, tax or otherwise, attendant to silviculture activities.

- H. The developer of a PUD may sell or transfer ownership of development tracts within a PUD in accordance with the following procedures and provisions:
1. The developer must submit and have secured approval of a Concept Plan for the PUD;
 2. Property covenants and restrictions must accompany the transfer of any development tract within the approved PUD restricting the new owner to the development type, road network, water, sewer approach, and density indicated on the approved Concept Plan;
 3. The developer must submit a sworn affidavit from the prospective purchaser of a development tract wherein the purchaser waives rights to the guarantee of the installation of required improvements afforded through this Ordinance for the subdivision of land, and further acknowledges and agrees that an Initial Master Plan and Final Development Plan must be submitted, and a Development Permit awarded, prior to commencement of any development on the tract;
 4. The developer must submit a plat for certification for recording by the Development Review Board or its designee, and subsequently record such plat prior to the sale or transfer of any development tract or phase; and
 5. This procedure will not be permitted for the sale or transfer of any individual single-family lot or group of lots intended for construction of one (1) single-family dwelling.

5.9.8 Master Plan: A Master Plan shall be developed for all or any portion of the PUD property to be developed. The Master Plan, as well as any fee as may be established by the Town, shall be submitted only to the DRB for a recommendation to the Town Council. The minimum requirements of the Master Plan include:

- A. Multiple copies of the Master Plan to sufficiently distribute to all designated reviewing bodies at the time of submittal;
- B. Proposed arrangement of land uses, including land for public facilities, approximate acreage of each use area or tract, type of use and density (residential use tracts). All specified densities will be construed as maximums, with acceptance of the maximums subject to satisfaction of other provisions with the PUD Ordinance;
- C. A boundary survey with the computed acreage of the tract bearing the seal of a registered land surveyor;
- D. The location of primary control points to which all dimensions, angles, bearings, block numbers, and similar data shall be referred;
- E. The proposed name of the development;
- F. Type of land use of all parcels contiguous to the development property;
- G. A map or Site Plan showing:
 - 1. The location, dimensions, descriptions, and flow of existing watercourses and drainage structures within the tract or on contiguous tracts;
 - 2. Location of municipal limits or county lines, and District boundaries, if they traverse the tract, form part of the boundary of the tract, or are contiguous to such boundary;
 - 3. Vicinity map or sketch showing the general relationship of the proposed development to the surrounding areas with access roads referenced to the intersection of the nearest state primary or secondary paved roads;
 - 4. Topographic survey of the area being applied for;
 - 5. The location, dimensions, name, and description of all existing or recorded streets, alleys, reservations, easements, or other public rights-of-way within the tract, intersecting, or contiguous with its boundaries or forming such boundaries;

6. The location, dimensions, name, and description of all existing or recorded residential lots, parks, public areas, permanent structures, and other sites within or contiguous with the tract; and
 7. The proposed location, dimensions, and description of land(s) for public facilities.
- H. Proposed conceptual street system layout, vehicular and pedestrian, with the written comments of the Town's designated engineer;
- I. Traffic impact analysis and a statement of need for mitigation (if any). If mitigation is required, a statement of proposed mitigation;
- J. Preliminary (master) Drainage Plan and (master) Water and Sewer Plan with the written comments of the Town's designated engineer;
- K. Where applicable, surveyed line delineating the extent of any special District boundary on the development property;
- L. Preliminary comments from affected agencies having approval or permitting authority over elements related to the proposed development, or evidence that a written request for such comments was properly submitted to the agency and a reasonable period of time has elapsed without receipt of such comments. Minimum agency responses include EMS, DHEC, OCRM, fire officials, and school districts (as applicable);
- M. A narrative addressing:
1. The proposed ownership and maintenance of streets, drainage systems, water and sewer systems, open space areas, parking areas, and other proposed amenities and improvements; and when any are to be privately owned, a description of the mechanism to be used to secure their future maintenance, upkeep, and upgrading;
 2. Proposed phasing and time schedule if development is to be done in phases;

3. Proposed phasing and time schedule for lands to be dedicated for public facilities;
4. Proposed internal site planning standards such as typical lot sizes, widths, setbacks, and buffers aimed at addressing potential incompatibility between adjacent land uses and activities;
5. Letters of capability and intent to serve community water supply or sewage disposal service from the affected agency or entity, where applicable; and
6. A statement describing the character of, and rationale for, the proposed Master Plan.

N. Other information or descriptions deemed reasonably appropriate for review.

5.9.9 Upon review of the proposed Master Plan, the Town Council may move to approve or disapprove the Master Plan. The Town Council may request additional study of the Master Plan.

A. Approved Master Plan may be revised subject to the approval of the Town's designated Zoning Administrator, or the Mayor's designee for the following changes:

1. Minor changes in the location of roads or widths of streets or right-of-ways within the Master Plan;
2. Minor changes in the allocation of housing density within the Master Plan so long as the overall approved density of the Master Plan is not increased; and
3. Change in the proposed build-out and phasing schedule.

B. All phases of the PUD will be required to adhere to the latest version of the following standards at the time of Development Plan submittal:

1. Tree and landscaping standards;
2. Stormwater drainage standards;

3. Environmental quality standards;
 4. Town fee adjustments; and
 5. Impact fees (unless otherwise specified in a Development Agreement).
- C. Changes to the Master Plan listed below shall require that a revised Master Plan be submitted for approval.
1. Designation of land uses within a development area or phase;
 2. Building heights, setbacks, and buffers;
 3. Major changes in the location of roads or widths of streets or right-of-ways within the Master Plan;
 4. Major changes in the allocation of housing density within the Master Plan, especially when the overall approved density of the Master Plan is increased; and/or
 5. Lot sizes and dimensions.
- 5.9.10 Development Plans: Development Plans are required to commence activity within any area or phase within the PUD District. Development Plans must be in conformance with the approved Master Plan. To secure a Development Plan approval, the Applicant must submit to the Town any administrative fee as may be established by the Town and the following:
- A. A sufficient amount of black or blue line prints of the Development Plan to be distributed to all reviewing bodies;
 - B. Name and address of owner(s) of land being developed;
 - C. Name of the development, date, north point, and graphic scale;
 - D. Name and seal of registered land surveyor;
 - E. Name of county, location, tax map(s), and parcel(s) number;

- F. Bearings and distances of all lot lines and street lines;
- G. Streets and alleys, rights-of-way, proposed street names, and lot numbers. (Street addresses will be assigned by the applicable County Office of Emergency Preparedness after Development Plan approval and copies are sent to appropriate agencies);
- H. Final traffic mitigation plans (if applicable);
- I. Square foot area of each lot;
- J. Location of all monuments and markers and type indicated;
- K. Location, size, and type of all existing and proposed easements;
- L. Proposed location and designation of parks, playgrounds, school sites, open space, recreation amenity areas, and public facilities where applicable;
- M. Existing railroads, watercourses, streets, highways, city limit lines, transmission lines, water and sewer lines, drainage pipes, ditches, and wetlands within or immediately adjacent to land in the land being developed;
- N. Design, specifications, and profiles of all proposed streets, drainage systems, parking, and parking lots (submit directly to County Engineer);
- O. Layout, design, specifications, and profiles for all proposed water lines and sewer lines or well and septic tank locations, as applicable;
- P. Letters of Intent to serve underground electrical, telephone, or gas from respective utility companies;
- Q. Proposed fire hydrant locations or locations and quantity of other proposed water supply systems for fire protection as required;
- R. Other affected agency final approval, certification, or permits for elements relative to the development such as:

1. DHEC Construction Permits for community water and sewer systems;
 2. DHEC approval of the use of individual wells or community water system in conjunction with septic tanks for those lots the Applicant is making application to record and sell after Development Plan approval;
 3. OCRM signed certification of surveyed Critical Wetland Boundary Line;
 4. OCRM and/or Corps of Engineers Permits for proposed docks, marinas, bulkheads, fill, and the like (where applicable);
 5. Town designated Engineer approval of stormwater drainage systems and road plans;
 6. Local Fire Official having jurisdiction shall certify that development is in compliance with all applicable fire and life safety standards; and
 7. All other applicable regulatory agency approvals.
- S. Two (2) copies of signed final Covenants and Restrictions for the development (where applicable);
- T. Signed statement of any offers of proposed public dedication of streets, drainage system, school sites, open space areas, easements, beach, river, wetland, or historic site access;
- U. Two (2) copies of final Homeowners or Property Owners Association documents addressing ownership and maintenance of all improvements;
- V. Town of Yemassee Overlay District boundary lines (where applicable) denoted directly on the Development Plan;
- W. Tree survey consistent with the provisions of the *Development Standards Ordinance*;

- X. Copies of recorded deeds, plats, or easements clearly documenting legal access to the development; and
- Y. Bond or legal survey, acceptable to the Town, guaranteeing the completed installation of all required improvements to the development and other improvements shown on the Development Plan, or represented in the application, shall be posted with the Town. Such bonds or other surety shall be payable to the Town of Yemassee and equal one hundred twenty-five (125) percent of registered engineers' estimates of construction costs or contractors' executed contracts for submission improvements, whichever is greater. The Applicant shall complete all improvements, including required mechanisms guaranteeing perpetual ownership and maintenance, within twelve (12) months of the date of Development Plan approval. Failure to do so will constitute a violation of the Development Permit and terminate the right to continue development, and shall entitle the Town to act on the posted bond and cause the improvements to be completed on behalf of the lot purchasers in the development. Extension to the twelve (12) month time period afforded for completion of improvements may be granted one (1) time by the Town. Such requests must be submitted prior to the expiration date and accompanied by:
 - 1. An explanation of why the extension is necessary;
 - 2. Signed/dated agreement with the extension by all lot owners in the development to date;
 - 3. Amount of work completed, cost remaining for incomplete work, and time frame for completion of work, certified by a registered engineer; and
 - 4. Amended bond or surety for incomplete work in an amount of one hundred twenty-five (125) percent of the cost of completion and of sufficient duration to secure the completion of the work.

5.9.11 Development Plan Approval

- A. A Development Plan shall be submitted to the Development Review Board or its designated agent and such other

professional advisors as the Town may designate. A Development Plan may be approved if:

1. It incorporates all information required by *Section 4.1* hereof as applicable;
2. It complies with the approved Master Plan (*Section 3.1*) in all details;
3. It complies with the provisions of the *Town of Yemassee Zoning Ordinance* and *Development Standards Ordinance* appertaining to the PUD and/or any other Development Agreements, if applicable; and
4. All infrastructure systems have been reviewed and approved by the applicable reviewing authority.

B. Except as otherwise modified herein, the provisions of the *Development Standards Ordinance* in effect at the time of the application shall be applicable.

5.9.12 Should any Section or provision of this Ordinance be declared invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof, which is not specifically declared to be invalid or unconstitutional.

Section 5.10 Conservation Preservation District [CPD]

5.10.1 The purpose of this District is protecting and conserving sensitive environmental areas, discouraging growth in areas which pose undue hazards to man, and maintaining open space.

5.10.2 The CPD for the Town of Yemassee consists of all wetland areas delineated by the South Carolina Ocean and Coastal Resources Management and/or the US Army Corps of Engineers; and any natural land-locked bogs, swamps, lakes, ponds, sinks, or possess unique scenic and recreational value; and any land designated as a wildlife refuge, bird sanctuary, or open land trust by various

Recommended Motion

(Stoney Creek at Bindon)

***“I make the motion to Approve the Final
Development Plan for Stoney Creek at Bindon
Plantation as presented”.***

Colin J. Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Administrator



Council Members

Alfred Washington

Stacy Pinckney

David Paul Murray

Committee / Commission Agenda Item

Subject: A request from Matt McCauley, on behalf of Carolina Country Homes, Inc., for consideration of a Zoning Map Amendment. The applicant is seeking to rezone two parcels of land totaling at the intersection of Yemassee Hwy and Cochran St within Hampton County from their current zoning designation of Office Commercial District (OCD) to Regional Commercial District (RCD) to support the development of a model home park and business office. The parcels are further identified by Hampton County TMS: 198-00-00-042 and 198-00-00-289. **ZONE-09-23-1083.**

Submitted by: Matthew Garnes, Staff Liaison to Committee

Attachments:

	Ordinance		Resolution	√	Other
√	Support Documents	√	Motion		

Summary: Staff have received a request for a Zoning Map Amendment of two parcels at the intersection of SC-68 (Yemassee Hwy) and Cochran Street to support the development of a model home park, sales office, and associated infrastructure.

Recommended Action: Staff recommend the Planning Commission accept the application and to schedule a Public Hearing at the November 2023 Planning Commission meeting.

Committee Action:

- Approved as Recommended
- Approved with Modifications
- Disapproved
- Tabled to Time Certain
- Other

Colin J Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Administrator



Council Members

Alfred Washington

Stacy Pinckney

David Paul Murray

**Town of Yemassee Administration Department
Rezoning Analysis (ZONE-09-23-1083)
Yemassee Hwy & Cochran St (Hampton County)
Meeting Date: October 3, 2023**

Applicant Name:	Matt McCauley
Applicant Company:	Permit Expeditors of South Carolina
Applicant Mailing Address:	P.O. Box 4174 Irmo, SC 29063-4174
Applicant Phone:	(803) 530-1493
Applicant Email:	Permitsc(at)gmail.com
Owner Name:	Carolina Country Homes, Inc.
Owner Company:	Carolina Country Homes, Inc.
Applicant Mailing Address:	617 Lancaster Bypass E Lancaster, SC 29720
Applicant Email:	Mark.street(at)carolinacountryhomes.com
Site Address(es):	Both parcels are unaddressed at the corner of Yemassee Hwy (SC-68) and Cochran St.
Site County:	Hampton
Tax Map Number(s):	198-00-00-042 198-00-00-289
Existing Zoning:	Office Commercial District (OCD)
Proposed Zoning:	Regional Commercial District (RCD)
Overlays:	Highway Corridor Overlay District (HCOD)
Site Acreage:	4.00 +/-
Site Description:	Both parcels are undeveloped wooded uplands with frontage along SC-68 and on Cochran Street.
Land Use Compatibility	The properties are bound to the north by SC-68 (Yemassee Hwy). Across the road is the CSX freight rail. To the east is a Family Dollar store. South of the property is a former distribution warehouse. To the west, is an EnMarket fuel station and Interstate 95.
Environmental Issues:	None noted during preliminary research.
Public Service Issues:	Lowcountry Regional Water System (LRWS) is the franchised provider within the Town of Yemassee.

Development would require connection to water and wastewater services.

Surrounding Properties:

Direction	Situs Address & TMS	Owner(s)	Zoning Designation
North	84 Hill Rd 197-00-00-091	Susan J. Steele Etal	Office Commercial District
West	315 Yemassee Hwy 198-00-00-108	EnMark Stations, Inc.	Office Commercial District
West	000 Yemassee Hwy 198-00-00-110	Shirley D. Whitfield Trustees	Office Commercial District
West	48 Dot St 198-00-00-107	Fay Kee-Wyman	General Residential
West	80 Cochran St 198-00-00-106	James & Jamie Shaw	General Residential
West	115 Cochran St 198-00-00-288	Southern Satilla Investments	Office Commercial District
South	000 Yemassee Hwy 198-00-00-041	Shyam 2017, Inc.	Regional Commercial Dist
East	000 Yemassee Hwy 198-00-00-041	Shyam 2017, Inc.	Regional Commercial Dist

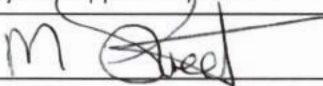
Staff Review: Staff support the zoning amendment to Regional Commercial. The Regional Commercial District appropriately supports the applicants’ desired development. The proposed re-zoning and potential future development aligns with the goals set forth in the Town of Yemassee Zoning Ordinance and Development Standards Ordinance for commercial areas near major arteries such as this one, being near Interstate 95.

Staff Recommendation: Staff request the Planning Commission accept the application and schedule a Public Hearing for the November Planning Commission meeting.



TOWN OF YEMASSEE
ZONING MAP/TEXT AMENDMENT APPLICATION

Town of Yemassee
 Attn: Administration Department
 101 Town Circle
 Yemassee, SC 29945-3363
 (843)589-2565 Ext. 3
 www.townofyemassee.org

Applicant		Property Owner	
Name: Matt McCauley		Name: Carolina Country Homes, Inc.	
Phone: (803) 530-1493		Phone: (980) 721-7293	
Mailing Address: P.O. Box 4174 Irmo, SC 29063		Mailing Address: 617 Lancaster Bypass E Lancaster, SC 29720	
E-mail: permitsc@gmail.com		E-mail: mark.street@carolinacountryhomes.com	
Town Business License # (if applicable):			
Project Information			
Project Name: Carolina Country Homes		Acreage: 4.00	
Project Location: Yemassee Hwy. & Cochran St.		Comprehensive Plan Amendment Yes <input checked="" type="checkbox"/> No	
Existing Zoning: Office Commercial District		Proposed Zoning: Regional Commercial District	
Type of Amendment: Text <input checked="" type="checkbox"/> Map			
Tax Map Number(s): 198-00-00-042 & 198-00-00-289			
Project Description: new modular home sales office with temporary modular display homes			
Minimum Requirements for Submittal			
<input type="checkbox"/> 1. Two (2) full sized copies and digital files of the maps and/or plans depicting the subject property. <input type="checkbox"/> 3. Project Narrative and digital file describing reason for application and compliance with the criteria in Article 8 of the DSO. <input type="checkbox"/> 4. An Application Review Fee as determined by the Town of Yemassee Schedule of Rates & Fees. Checks made payable to the Town of Yemassee.			
Note: A Pre-Application Meeting is required prior to Application submittal.			
Disclaimer: The Town of Yemassee assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.			
I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property. As applicable, I authorize the subject property to be posted and inspected.			
Property Owner Signature: 		Date: 9/1/23	
Applicant Signature:		Date:	
For Office Use			
Application Number:		Date Received:	
Received By:		Date Approved:	



Project Information

General Information

Project #	A23-0230	Parcel #	198-00-00-042	Building ID	
Location	YEMASSEE HWY				
Project Type	Zoning Map Amendment Application		Project Use	Re-Zoning	
Parent Project #			Subdivision		
Applicant Name	CCH HOLDINGS CO		Address	P.O. BOX 4174, IRMO, SC 29063-4174	
Applicant Email	permitsc@gmail.com	Phone	(803) 530-1493	Cell	(803) 530-1493
Owner Name	CCH HOLDINGS CO		Address	385 VINE ST, FORT MILL, SC 29707	
Owner Email	mark.street@carolinacoun tryhomes.com	Phone	(980) 721-7293	Cell	(980) 721-7293
Contractor			Address		
Contractor Email			Phone	Cell	

Property Information

Type/Improvement	Zoning Map Amendment	Accessory/Structure	
Current Use	Unimproved Land	Proposed Use	B Business
Current Zoning		Proposed Zoning	Regional Commercial District (RCD)
Project Cost	250	Project Value	250

Current Use And Proposed Changes A request from Matt McCauley, on behalf of Carolina Country Homes, Inc., for consideration of a Zoning Map Amendment. The applicant is seeking to rezone two parcels of land totaling at the intersection of Yemassee Hwy and Cochran St within Hampton County from their current zoning designation of Office Commercial District (OCD) to Regional Commercial District (RCD) to support the development of a model home park and business office. The parcels are further identified by Hampton County TMS: 198-00-00-042 and 198-00-00-289.

Lot Width	Lot Depth	Map Number	198-00-00-042
Total Area of Building & Accessory Structures (Sq Ft)	Total Area of All Man-made Improvements (Sq Ft)		

General Notes

Restrictions / Variances *Portions of this property are within the boundaries of the Highway Corridor Overlay District (HCOD) and are subject to the provisions within Section 5.17 of the Town of Yemassee Zoning Ordinance.



Structure Information

Structure Type		# of Stories		Usable Floor Area (Sq Ft)	
Structure Height		# of Units	0	Load per Floor (Lbs)	
Sign Dimensions		# of Bedrooms		# of Bathrooms	
Occupancy Empty Room		With Chairs		Tables & Chairs	
Foundation Material		Foundation Type		Footing Depth	
Foundation Information					
Setbacks Front & Rear	30	30	Setbacks Right & Left Sides	15	15
Setbacks Information					
Water Utility	Lowcountry Regional Water System Public		Sewage Utility	Lowcountry Regional Water System Public	
Gas Utility	Dominion Energy Public		Electric Utility	Dominion Energy Public	
Driveway Width		# of Off Street Parking		# of Off Street Loading	
Miscellaneous Information					



Contacts

Contact Name	Type	Project	Address	Phone
CCH HOLDINGS CO	Applicant	Carolina Country Homes Re-Zoning	P.O. BOX 4174, IRMO, SC 29063-4174	803-530-1493
CCH HOLDINGS CO	Owner		385 VINE ST, FORT MILL, SC 29707	(980) 721-7293
CCH HOLDINGS CO	Previous Owner	Carolina Country Homes Re-Zoning	385 VINE ST, FORT MILL, SC 29707	980-721-7293



Fees

Fee Type	Date	Debit	Credit	Balance
Project Fees	September 6, 2023	\$0.00		\$0.00
			\$250.00	\$-250.00
	TOTAL	\$0.00	\$250.00	\$-250.00



Town of Yemassee

101 Town Cir, Yemassee, South Carolina 29945-3363
Phone: 843-589-2565 Ext. 3

PAYMENT RECEIPT

Original Invoice Number: 23-0235
Invoice Date: September 6, 2023

CCH HOLDINGS CO
385 VINE ST
FORT MILL, SC 29707

Thank you for your payment(s).

Your Payment Transactions for this record are recorded below.

Record Number: Project A23-0230

Date	Description	Paid Date	Amount	Paid	Balance
September 6, 2023	Zoning Map Amendment Application		\$250.00		
	TOTAL: Project Fees		\$250.00		\$250.00
	Check 0174133 Check Received at Town Administrators Office	September 14, 2023		\$250.00	\$0.00

Hampton County, SC

Summary

Parcel Number	198-00-00-042.
Tax District	County (District N)
Location Address	YEMASSEE HWY
Town Code	YE
Class Code (NOTE: Not Zoning Info)	300-Commercial Property (Vacant Lot)
Acres	2.63
Description	LOT # 2
Record Type	Commercial
Town Code / Neighborhood	YE
Owner Occupied	

[View Map](#)

Note: Acres will not display correctly if any or all of the parcel is classed as exempt. (Exempt acreage will not calculate in total acreage.)

Owners

[CCH HOLDINGS CO](#)
 385 VINE ST
 FORT MILL SC
 29707

2022 Value Information

Land Market Value	\$68,400
Improvement Market Value	\$0
Total Market Value	\$68,400
Taxable Value	\$68,400
Total Assessment Market	\$4,100

Note: Values will not display correctly if any or all of the parcel is classed as exempt. (Exempt building values will not display nor calculate in totals.)

Sales Information

Sale Date	Price	Deed Book	Plat Book	Grantor
9/8/2021	\$119,000	494 302	12 145	TRC RETAIL VII, LLC
9/17/2003	Not Available	281 93	Not Available	Not Available
12/29/1998	Not Available	222 306	Not Available	Not Available

No data available for the following modules: Building Information, Lot Size Information (Dimensions in Feet).

Hampton County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

| [User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 9/21/2023, 7:41:22 AM

Contact Us

Developed by



Hampton County, SC

Summary

Parcel Number	198-00-00-289.
Tax District	County (District N)
Location Address	YEMASSEE HWY
Town Code	YE
Class Code (NOTE: Not Zoning Info)	300-Commercial Property (Vacant Lot)
Acres	1.37
Description	LOT # 1
Record Type	Commercial
Town Code / Neighborhood	YE
Owner Occupied	

[View Map](#)

Note: Acres will not display correctly if any or all of the parcel is classed as exempt. (Exempt acreage will not calculate in total acreage.)

Owners

[CCH HOLDINGS CO](#)
 385 VINE ST
 FORT MILL SC
 29707

2022 Value Information

Land Market Value	\$35,600
Improvement Market Value	\$0
Total Market Value	\$35,600
Taxable Value	\$35,600
Total Assessment Market	\$2,140

Note: Values will not display correctly if any or all of the parcel is classed as exempt. (Exempt building values will not display nor calculate in totals.)

Sales Information

Sale Date	Price	Deed Book	Plat Book	Grantor
9/8/2021	\$119,000	494 302	CAB A 99-3	TRC RETAIL VII, LLC
9/17/2003	Not Available	281 93	Not Available	Not Available

No data available for the following modules: Building Information, Lot Size Information (Dimensions in Feet).

Hampton County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

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 Last Data Upload: 9/21/2023, 7:41:22 AM

Contact Us

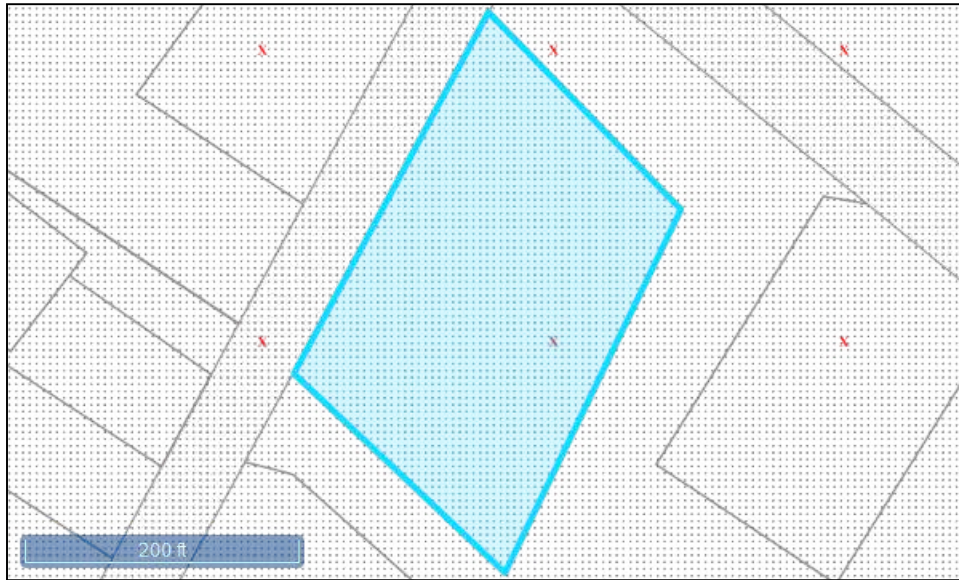
Developed by



Town of Yemassee

Flood Zone Report - Hampton

21 Sep 2023



Parcels Hampton

TMS: 198-00-00-289.
Owner City State ZIP Code: FORT MILL SC 29707
Owner: CCH HOLDINGS CO
Owner Street Address: 385 VINE ST FORT MILL SC
Parcel Street Address: YEMASSEE HWY

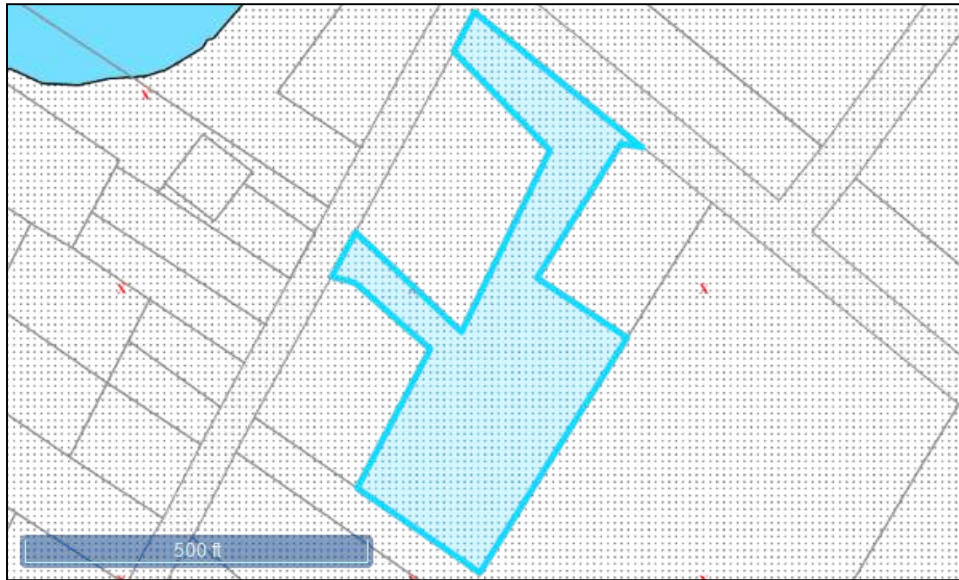
Flood Zones Hampton

Count	Classification	Overlapping Quantities
1.	2 Area of Minimal Flood Hazard	115,447.06sf (2.66acres)

Town of Yemassee

Flood Zone Report - Hampton

21 Sep 2023



Parcels Hampton

TMS: 198-00-00-042.
Owner City State ZIP Code: FORT MILL SC 29707
Owner: CCH HOLDINGS CO
Owner Street Address: 385 VINE ST FORT MILL SC
Parcel Street Address: YEMASSEE HWY

Flood Zones Hampton

Count	Classification	Overlapping Quantities
1.	2 Area of Minimal Flood Hazard	265,581.16sf (6.1acres)

Town of Yemassee

Property Zoning Report - Hampton

21 Sep 2023



Parcels Hampton

TMS: 198-00-00-042.
Owner City State ZIP Code: FORT MILL SC 29707
Owner: CCH HOLDINGS CO
Owner Street Address: 385 VINE ST FORT MILL SC
Parcel Street Address: YEMASSEE HWY

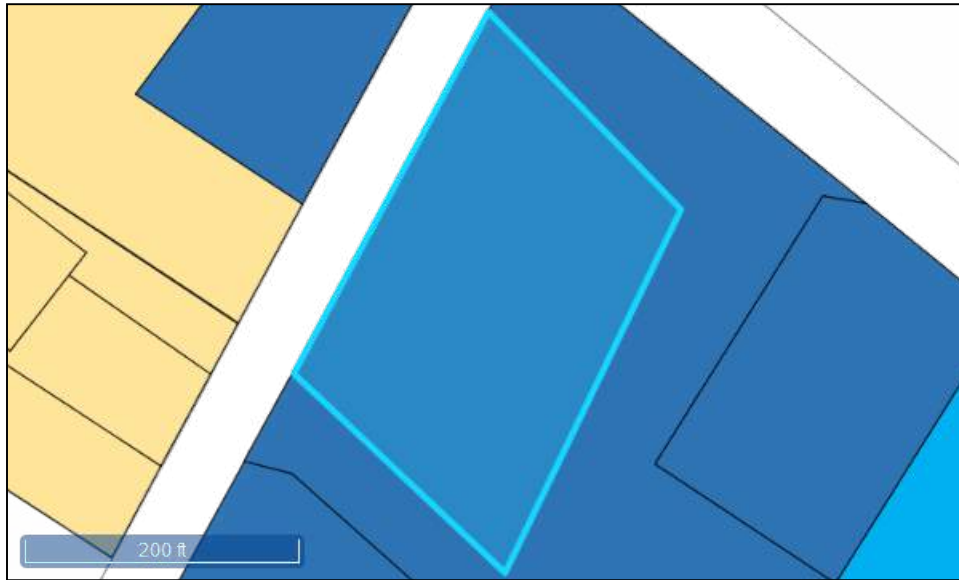
Zoning

Count	Zoning Description	Overlapping Quantities
1.	1 Office Commercial District	132,790.58sf (3.05acres)

Town of Yemassee

Property Zoning Report - Hampton

21 Sep 2023



Parcels Hampton

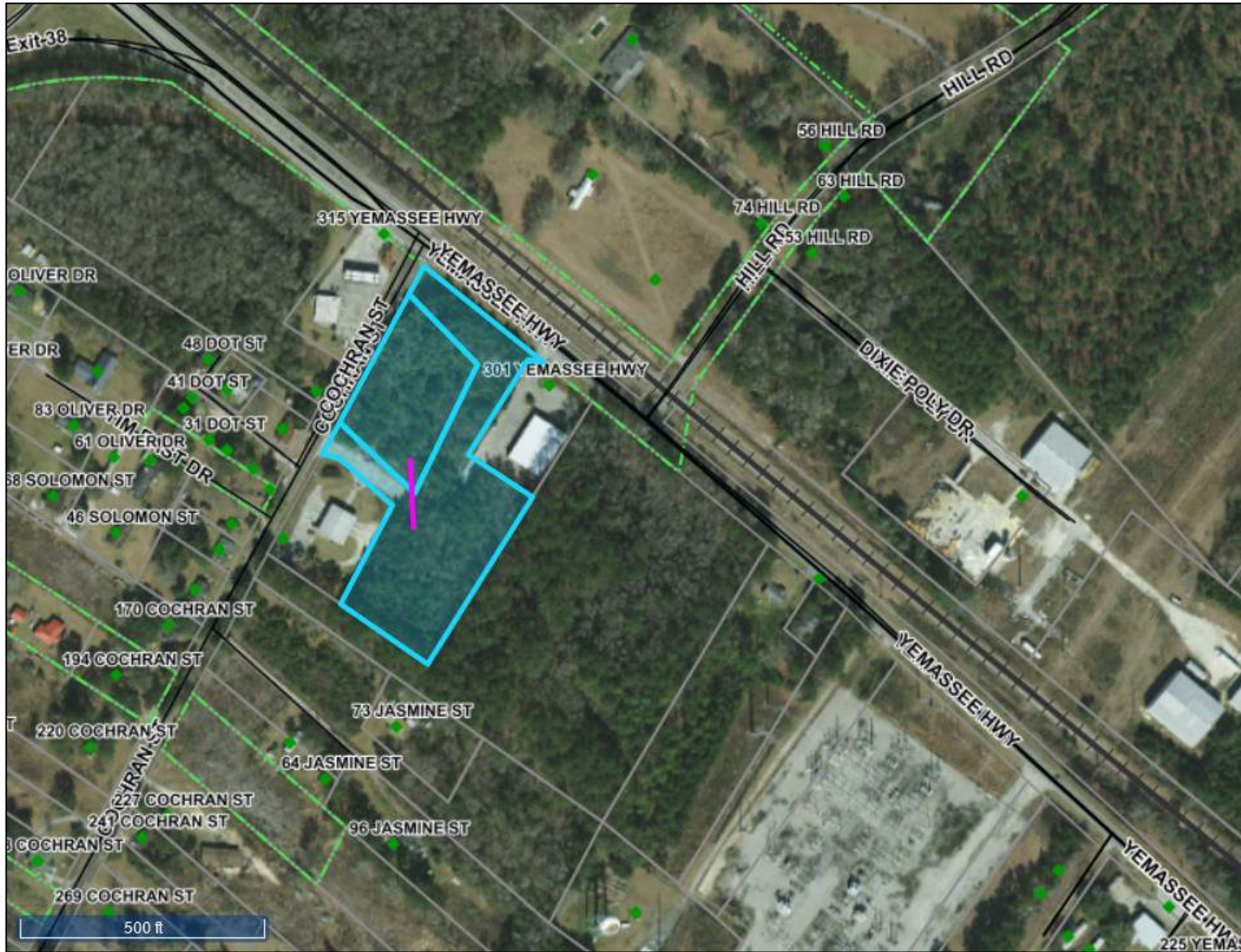
TMS: 198-00-00-289.
Owner City State ZIP Code: FORT MILL SC 29707
Owner: CCH HOLDINGS CO
Owner Street Address: 385 VINE ST FORT MILL SC
Parcel Street Address: YEMASSEE HWY

Zoning

Count	Zoning Description	Overlapping Quantities
1.	1 Office Commercial District	57,723.53sf (1.33acres)



Carolina Country Homes Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- ◆ Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper
- Beaufort Road Names
- / Roads
- / Major Roads
- Hampton Road Names
- Hampton Roads
- / Roads
- / Major Roads
- / Interstate
- Jasper Road Names
- Jasper Roads
- / Roads
- / Major Roads
- / Interstate
- Railroads
- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary

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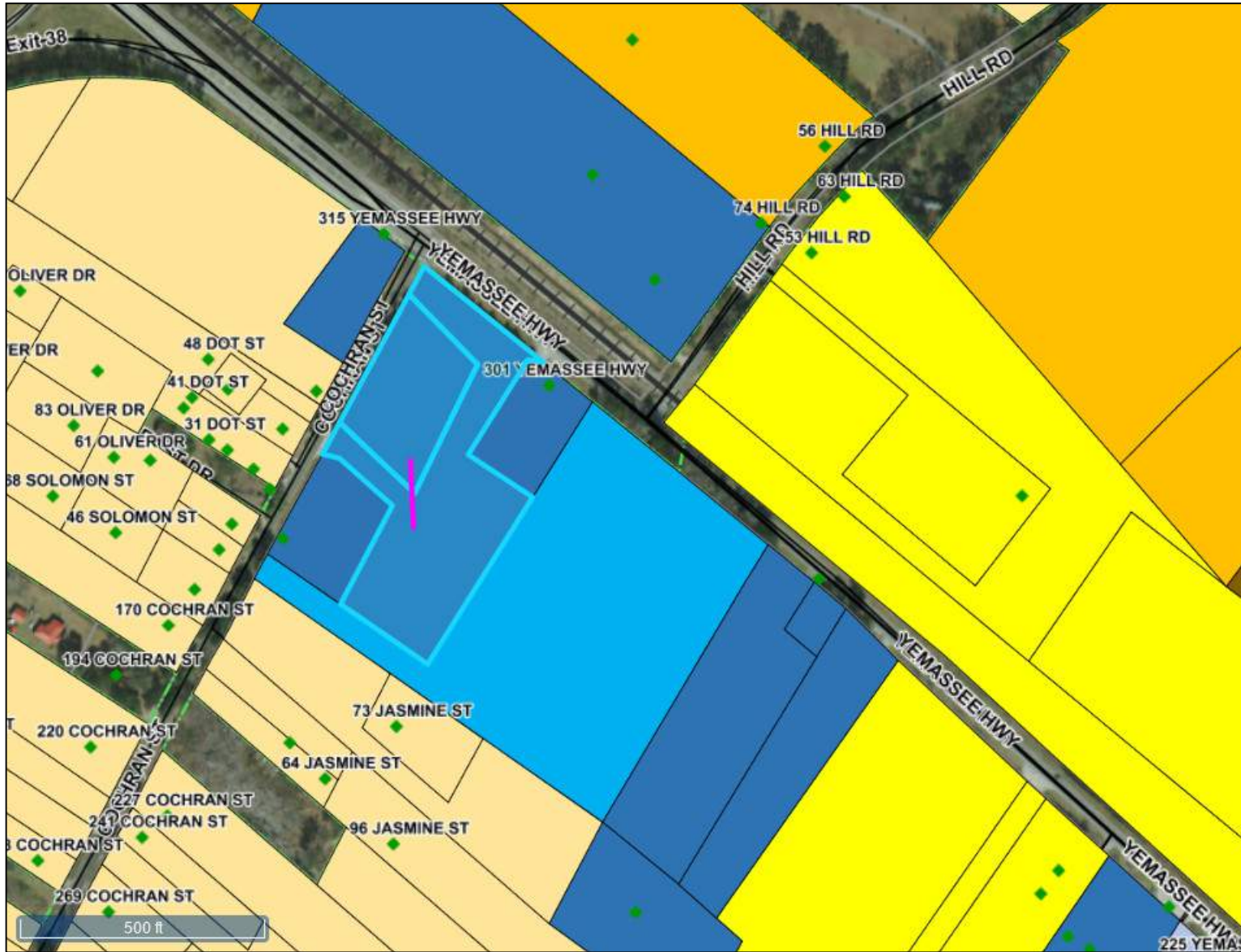
THIS MAP IS NOT TO BE USED FOR NAVIGATION



21 Sep, 2023



Carolina Country Homes Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- ◆ Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper

Zoning

- Office Commercial District
- Conservation Preservation District
- General Residential
- Residential 1 Acre
- Residential 1/2 Acre
- Residential 1/3 Acre
- Residential 1/4 Acre
- Village Commercial District
- Mixed Use
- Light Industrial District
- Agricultural
- Telecommunications Tower
- Transitional
- Utility
- General Residential Townhouse
- Regional Commercial District
- Planned Unit Development
- To Be Determined

Beaufort Road Names

Beaufort Roads

- Roads
- Major Roads

Hampton Road Names

Hampton Roads

- Roads
- Major Roads
- Interstate

Jasper Road Names

Jasper Roads

- Roads
- Major Roads
- Interstate

Railroads

- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary

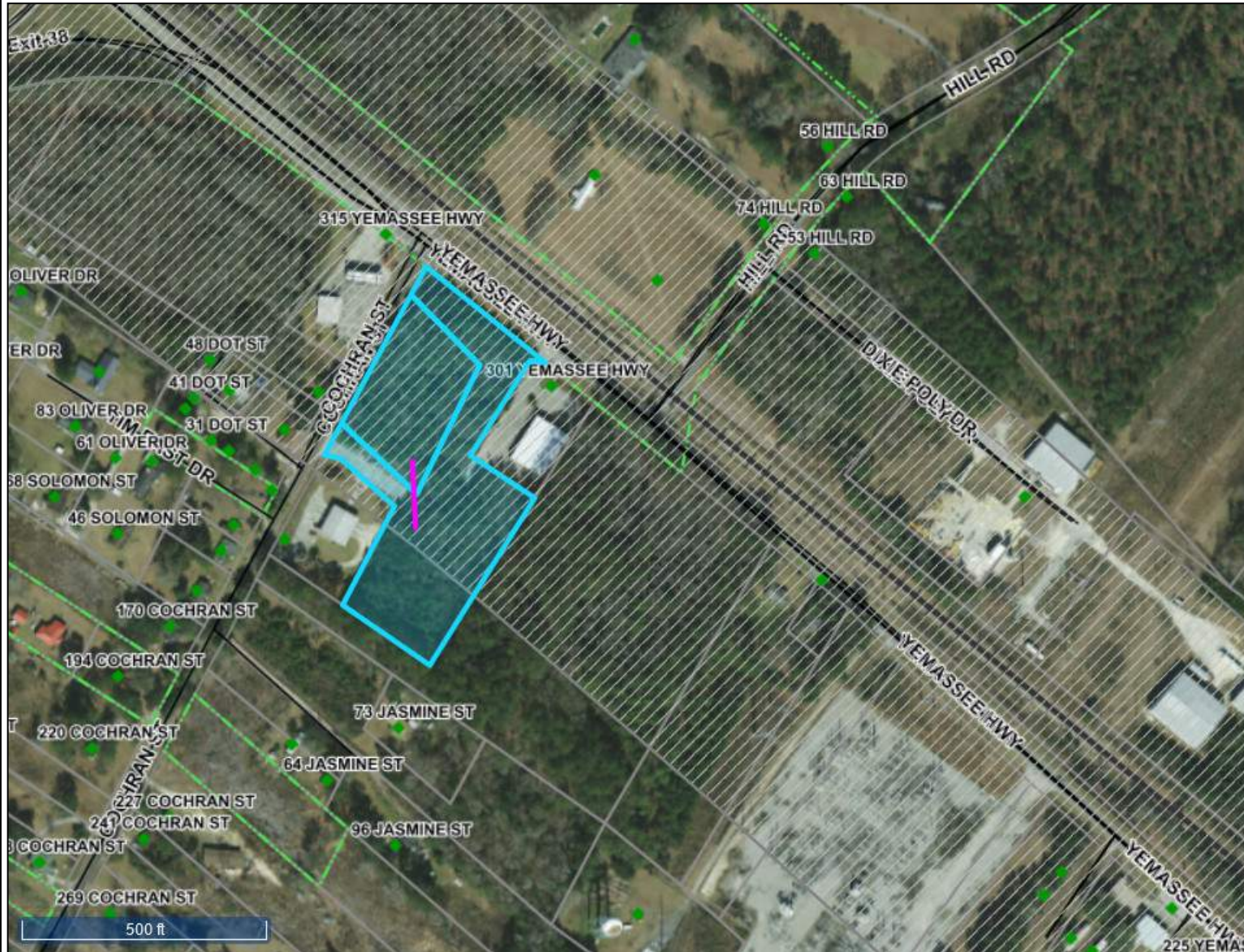
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21 Sep, 2023



Carolina Country Homes Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- ◆ Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper
- Highway Corridor Overlay District
- Beaufort Road Names
- Beaufort Roads
 - Roads
 - Major Roads
- Hampton Road Names
- Hampton Roads
 - Roads
 - Major Roads
 - Interstate
- Jasper Road Names
- Jasper Roads
 - Roads
 - Major Roads
 - Interstate
- Railroads
- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary

Note:
Highway Corridor Overlay District

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▲ 21 Sep, 2023



Carolina Country Homes Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- Address Points Hampton
- Parcels Hampton
- Address Points Jasper
- Parcels Jasper
- Annexations 2005
- Annexations 2012
- Annexations 2015
- Annexations 2016
- Annexations 2017
- Annexations 2018
- Annexations 2019
- Annexations 2020
- Annexations 2021
- Annexations 2022
- Beaufort Road Names**
- Roads
- Major Roads
- Hampton Road Names**
- Hampton Roads**
- Roads
- Major Roads
- Interstate
- Jasper Road Names**
- Jasper Roads**
- Roads
- Major Roads
- Interstate
- Railroads**
- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary

21 Sep, 2023

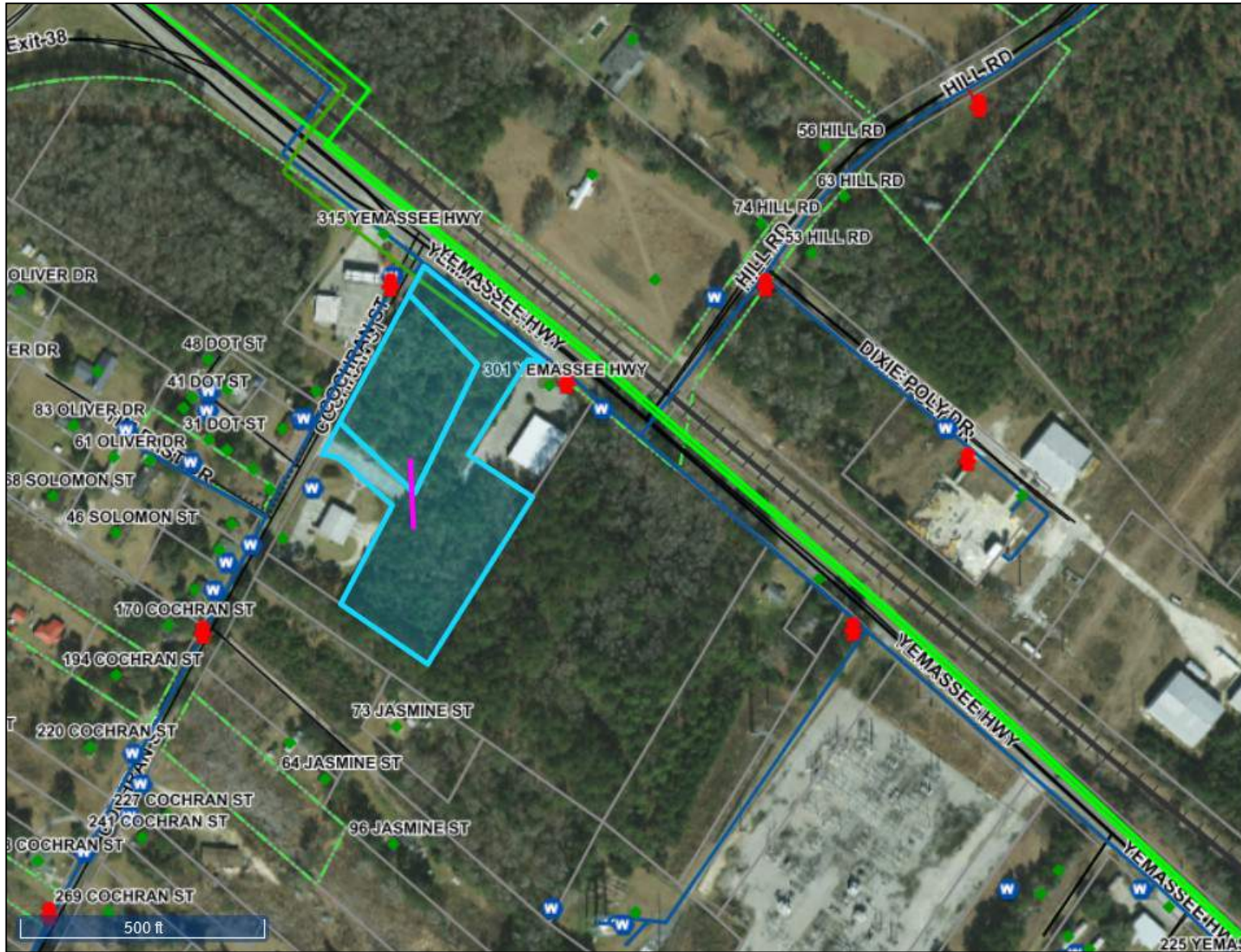
Note:
Annexation History

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Carolina Country Homes Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- Address Points Hampton
- Parcels Hampton
- Address Points Jasper
- Parcels Jasper
- Sewer Lift Stations

Sewer Lines

- Main
- Service
- Force Main
- Effluent Line
- - - Inactive Main
- - - Inactive Service
- - - Inactive Force Main
- - - Inactive Effluent Line
- - - Abandoned Main
- - - Abandoned Service
- - - Abandoned Force Main
- - - Abandoned Effluent Line

Fire Hydrants Water Meters

Water Lines

- Water Main Line
- Water Service Line
- Water Fire Line
- - - Inactive Water Main Line
- - - Inactive Water Service Line
- - - Inactive Water Fire Line
- - - Abandoned Water Main Line
- - - Abandoned Water Service Line
- - - Abandoned Water Fire Line

Beaufort Road Names

Beaufort Roads

- Roads
- Major Roads

Hampton Road Names

Hampton Roads

- Roads
- Major Roads
- Interstate

Jasper Road Names

Jasper Roads

- Roads
- Major Roads
- Interstate

Note:
LRWS Infrastructure

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21 Sep, 2023



Carolina Country Homes Zoning Map Amendment



- Legend**
- ◆ Address Points Beaufort
 - Parcels Beaufort
 - ◆ Address Points Hampton
 - Parcels Hampton
 - ◆ Address Points Jasper
 - Parcels Jasper
- Police Patrol Zones**
- Zone A
 - Zone B
 - Zone C - Yemassee Core
 - Zone C - Sheldon
 - Zone D
- Beaufort Road Names**
- Beaufort Roads**
- Roads
 - Major Roads
- Hampton Road Names**
- Hampton Roads**
- Roads
 - Major Roads
 - Interstate
- Jasper Road Names**
- Jasper Roads**
- Roads
 - Major Roads
 - Interstate
- Railroads**
- County Boundary Beaufort
 - County Boundary Hampton
 - County Boundary Jasper
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21 Sep, 2023

Note:
Police Patrol Zones

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Carolina Country Homes Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- ◆ Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper
- ...

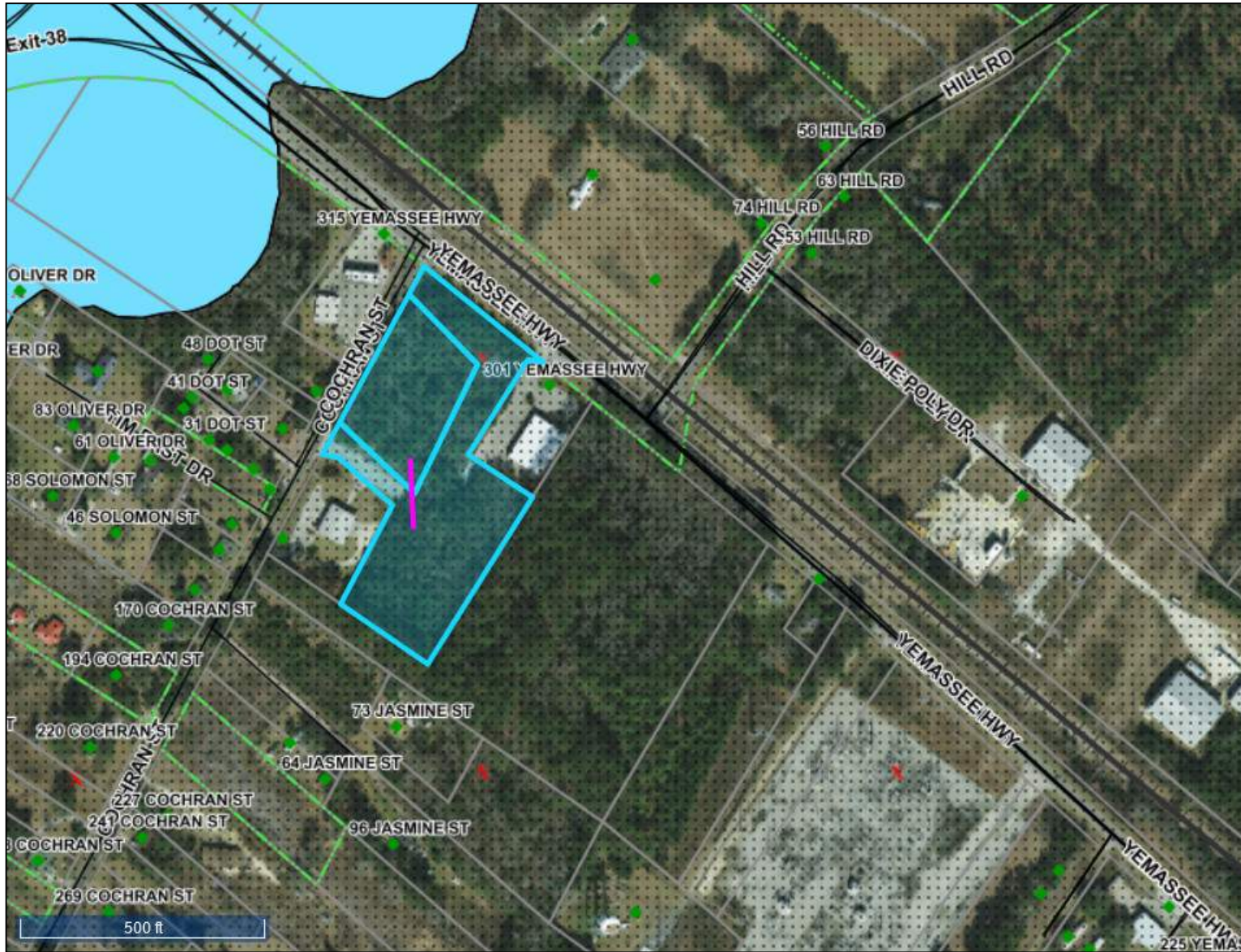
21 Sep, 2023

Note:
Police Patrol Grids

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Carolina Country Homes Zoning Map Amendment



Legend

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- Parcels Hampton
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- Parcels Jasper
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- Hampton Road Names
- Hampton Roads
- / Roads
- / Major Roads
- / Interstate
- Jasper Road Names
- Jasper Roads
- / Roads
- / Major Roads
- / Interstate
- Railroads
- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary
- Base Flood Elevations Beaufort
- Base Flood Elevations Hampton
- Base Flood Elevations Jasper
- Flood Zones Beaufort
- 1% Annual Chance Flood Hazard
- Zones A, AE, A99, AO, AH, AR, V, VE
- Regulatory Floodway
- Zone AE
- 0.2% Annual Chance Flood Hazard
- Zone X
- Future Conditions 1% Annual Chance Flood Hazard
- Zone X
- Area with Reduced Risk Due to Levee
- Zone X
- Area of Minimal Flood Hazard
- Zone X

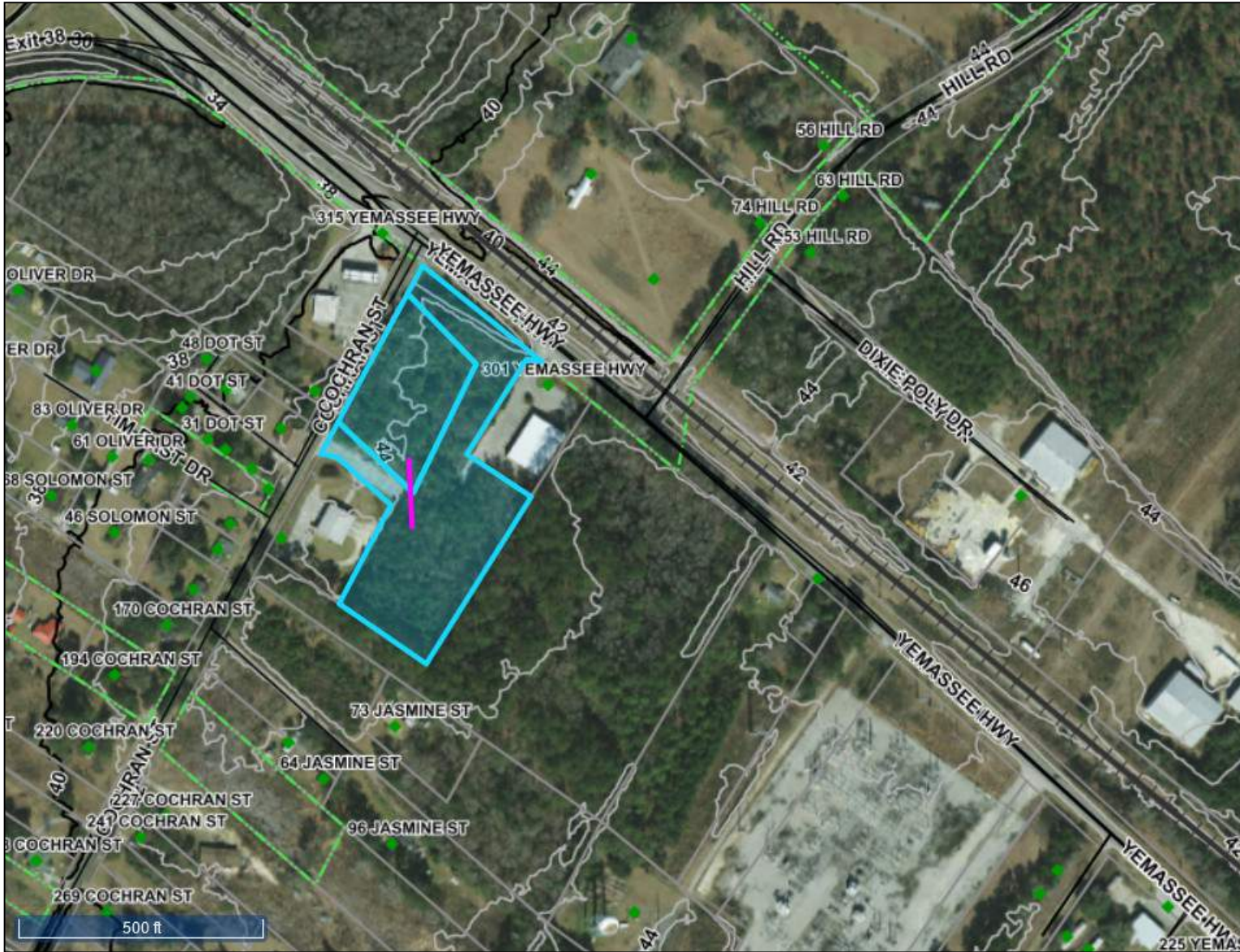
Note:
FEMA Floodplains

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

21 Sep, 2023



Carolina Country Homes Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper
- Beaufort Road Names
- / Roads
- / Major Roads
- Hampton Road Names
- Hampton Roads
- / Roads
- / Major Roads
- / Interstate
- Jasper Road Names
- Jasper Roads
- / Roads
- / Major Roads
- / Interstate
- Railroads
- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary
- Beaufort Contour Labels
- Beaufort Contours
- / Major
- / Minor
- Hampton Contour Labels
- Hampton Contours
- / Major
- / Minor
- Jasper Contour Labels
- Jasper Contours
- / Major
- / Minor

Note:
Elevation Contours

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21 Sep, 2023



Carolina Country Homes Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- ◆ Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper
- Beaufort Road Names
- Beaufort Roads**
- Roads
- Major Roads
- Hampton Road Names**
- Hampton Roads**
- Roads
- Major Roads
- Interstate
- Jasper Road Names**
- Jasper Roads**
- Roads
- Major Roads
- Interstate
- ✂ Railroads
- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary
- Beaufort NWI**
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine
- Hampton NWI**
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

21 Sep, 2023

Note:
National Wetland Inventory

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Recommended Motion

(Carolina Country Homes Zoning Map Amendment)

“I make the motion to accept the Zoning Map Amendment Application for Carolina Country Homes and to schedule a Public Hearing at the November Planning Commission meeting”.

Colin J. Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Administrator



Council Members

Alfred Washington

Stacy Pinckney

David Paul Murray

Committee / Commission Agenda Item

Subject: A request by Dan Ball, on behalf of LNC Holdings, LLC., for consideration of a Zoning Map Amendment. The applicant is seeking to rezone one parcel of land totaling 8.00 acres located at 100 Jinks Street from its current zoning designation of Residential ½ Acre (R2A) to Office Commercial Dist (OCD) for development of a landscaping laydown yard. The parcel is further identified by Hampton County TMS: 204-01-01-018

Submitted by: Matthew Garnes, Staff Liaison to Committee

Attachments:

	Ordinance		Resolution		Other
√	Support Documents	√	Motion		

Summary: Staff have received a request for a Zoning Map Amendment of one parcel located at 100 Jinks St (formerly Jerry's Junkyard) to support the development of a landscaping laydown yard.

Recommended Action: Staff recommend the Planning Commission accept the application and schedule a Public Hearing at the November 2023 Planning Commission meeting.

Committee Action:

- Approved as Recommended
- Approved with Modifications
- Disapproved
- Tabled to Time Certain
- Other

Colin J Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Administrator



Council Members

Alfred Washington

Stacy Pinckney

David Paul Murray

Town of Yemassee Administration Department

Rezoning Analysis (ZONE-09-23-1084)

100 Jinks St (Hampton County)

Meeting Date: October 3, 2023

Applicant Name:	Dan Ball
Applicant Company:	LNC Holdings, LLC.
Applicant Mailing Address:	326 Cove View Ct Columbia, SC 29212
Applicant Phone:	(864) 270-7050
Applicant Email:	dan@gencopools.com
Owner Name:	LNC Holdings, LLC.
Owner Company:	LNC Holdings, LLC.
Applicant Mailing Address:	326 Cove View Ct Columbia, SC 29212
Owner Email:	dan@gencopools.com
Site Address(es):	100 Jinks St
Site County:	Hampton
Tax Map Number(s):	204-01-01-018
Existing Zoning:	Residential ½ Acre (R2A)
Proposed Zoning:	Office Commercial District (OCD)
Overlays:	None
Site Acreage:	8.00
Site Description:	Property was home to the former junkyard for Jerry's Used Cars.
Land Use Compatibility:	To the north and east of the property is the Ironline PUD. To the south, the Pine Street community. Ponderosa Subdivision to the west.
Environmental Issues:	None noted during preliminary research.
Public Service Issues:	Lowcountry Regional Water System (LRWS) is the franchised provider within the Town of Yemassee. Development would require connection to water and wastewater services.

Surrounding Properties:

Direction	Situs Address & TMS	Owner(s)	Zoning Designation
North	204-01-05-005 000 Jinks St	Ironline Metals, LLC.	Planned Unit Development
West	37 Poston Dr 204-01-01-017	Randy & Anna Lunsford	Residential ½ Acre (R2A)
West	22 Ponderosa Dr 204-01-01-011	Monique Magwood- Badger	Residential ½ Acre (R2A)
West	16 Ponderosa Dr 204-01-01-013	Don & Janice High	Residential ½ Acre (R2A)
South	106 Jinks St 204-01-01-009	Mt. Meriah Lodge	Residential ½ Acre (R2A)
South	13 Pine St 204-01-01-008	Robert E. Williams	Residential ½ Acre (R2A)
East	52 Lacey St 204-01-05-001	Daniel Dziadaszek	General Residential (GR)

Staff Review: Staff support the zoning amendment to Office Commercial. The proposed use is a low impact use that would be a significant improvement from the previous non-conforming use.

Staff Recommendation: Staff request the Planning Commission accept the application and schedule a Public Hearing for the November Planning Commission meeting.



Project Information

General Information

Project #	ZONE-09-23-1084	Parcel #	204-01-01-018	Building ID	
Location	100 JINKS ST				
Project Type	Zoning Map Amendment Application	Project Use	Re-Zoning		
Parent Project #		Subdivision			
Applicant Name	LNC Holdings, LLC.	Address	326 COVE VIEW CT, COLUMBIA, SC 29212-8401		
Applicant Email	dan@gencopools.com	Phone	(864) 270-7050	Cell	(864) 270-7050
Owner Name	LNC Holdings, LLC.	Address	326 COVE VIEW CT, COLUMBIA, SC 29212		
Owner Email	dan@gencopools.com	Phone	(864) 270-7050	Cell	(864) 270-7050
Contractor		Address			
Contractor Email		Phone		Cell	

Property Information

Type/Improvement		Accessory/Structure			
Current Use	B Business	Proposed Use	B Business		
Current Zoning		Proposed Zoning	Office Commercial District (OCD)		
Project Cost		Project Value			
Current Use And Proposed Changes					
Lot Width		Lot Depth		Map Number	204-01-01-018
Total Area of Building & Accessory Structures (Sq Ft)		Total Area of All Man-made Improvements (Sq Ft)			
General Notes					
Restrictions / Variances					



Structure Information

Structure Type		# of Stories		Usable Floor Area (Sq Ft)
Structure Height		# of Units	0	Load per Floor (Lbs)
Sign Dimensions		# of Bedrooms		# of Bathrooms
Occupancy Empty Room		With Chairs		Tables & Chairs
Foundation Material		Foundation Type		Footing Depth
Foundation Information				
Setbacks Front & Rear	30	30	Setbacks Right & Left Sides	25 25
Setbacks Information				
Water Utility	Public		Sewage Utility	Public
Gas Utility	Public		Electric Utility	Public
Driveway Width		# of Off Street Parking		# of Off Street Loading
Miscellaneous Information				



Contacts

Contact Name	Type	Project	Address	Phone
LNC Holdings, LLC.	Owner		326 COVE VIEW CT, COLUMBIA, SC 29212	(864) 270-7050
LNC Holdings, LLC.	Previous Owner		326 COVE VIEW CT, COLUMBIA, SC 29212	(864) 270-7050



Fees

Fee Type	Date	Debit	Credit	Balance
Project Fees	September 6, 2023	\$250.00		\$250.00
			\$250.00	\$0.00
	TOTAL	\$250.00	\$250.00	\$0.00



Town of Yemassee
Attn: Administration Department
Yemassee Municipal Complex
101 Town Cir
Yemassee, SC 29945-3363
P: (843) 589-2565 Ext. 3
www.townofyemassee.org

Invoice

Date	Invoice#
September 6, 2023	23-0234

Bill To
LNC Holdings, LLC. 326 COVE VIEW CT COLUMBIA, SC 29212

Invoice Due Date: September 15, 2023

Parcel Number: 204-01-01-018

Location: 100 JINKS ST

Date	Description	Paid Date	Amount	Paid	Balance
September 6, 2023	Zoning Map Amendment Application		\$250.00		
	TOTAL: Project Fees		\$250.00		\$250.00

Please make checks payable to: Town of Yemassee



Town of Yemassee

101 Town Cir, Yemassee, South Carolina 29945-3363
Phone: 843-589-2565 Ext. 3

PAYMENT RECEIPT

Original Invoice Number: 23-0234
Invoice Date: September 6, 2023

LNC Holdings, LLC.
326 COVE VIEW CT
COLUMBIA, SC 29212

Thank you for your payment(s).

Your Payment Transactions for this record are recorded below.

Record Number: Project A23-0231

Date	Description	Paid Date	Amount	Paid	Balance
September 6, 2023	Zoning Map Amendment Application		\$250.00		
	TOTAL: Project Fees		\$250.00		\$250.00
	Check 1788 GrandSouth Bank Check 1788	September 19, 2023		\$250.00	\$0.00



Property Report

OWNER DATA

Tax Parcel ID (S-B-L): 204-01-01-018

Map #: 204-01-01-018

Location State: SC

Association (Owner): LNC HOLDINGS, LLC.

Additional Owner 1:

Additional Owner 2:

Contact: Dan Ball

Email: dan@gencopools.com

Location: 100 JINKS ST

Location City: YEMASSEE

Location Zip: 29945-0000

Owner Mailing Address: 326 COVE VIEW CT,
COLUMBIA, SC 29212-8401

Additional Owner 1 Mailing Address:

Additional Owner 2 Mailing Address:

Phone: (864) 270-7050

OCCUPANCY DATA

Occupancy Class: B Business

Basement Types:

Floor Finish: 0

Wall Finish:

Capacity Empty Room/Main:

Capacity with tables/chairs:

Construction Class:

Floor Types:

Fuel Type:

Census B Hampton County

Capacity with Chairs:

PROPERTY DATA

Tax Parcel Group Code parcel_form: 208-Lots & Acreage (Vacant)

of Stories:

Neighbourhood Name:

Waterfront: 0

Flood Plain: N

Improvement Value: 0

Neighborhood Code:

Parcel Area Sq Footage: 348480

Zoning District: Residential 1/2 Acre (R2A)

Property Type Description: Former Junkyard

East Grid Coordinates: 0.0000000000

GIS/Map Link: <https://qpublic.schneidercorp.com/Application.aspx?AppID=902&LayerID=17042&PageTypeID=4&PageID=7674&KeyValue=204-01-01-018>

Structure Height:

Wall Construction:

Foundation Types:

Property Type Code: Unimproved Land

Sprinkler: 0

Year Built: 0

Commercial: 0

Land Value: 14500

Total Value: 14500

Assessed Value: 14500

Acerage: 8

Fire Alarm: %alarm_system

Notes (Historical): The car lot is currently on property formerly run by Jerry Cook. 8 Acres of dozens of abandoned vehicles in an array of disrepair.

North Grid Coordinates: 0.0000000000

Lat: Long:

GIS ID:

Manufactured Truss: 0

ADDITIONAL FIELDS

Lot:	Sheet:	House Number:
Block:	House Style:	Sewer Permit application date: 0000-00-00
Section:	Land Use Code: 206-Re	Qualify:
Building No.:	Exemptions: None	Psewer:
Front setback: 30	Elderly Exemptions: None	Tax Map # 204-01-01-018
Rear setback: 30	Number of Building: 0	OutstandingIssue:
Left setback: 25	Directions to site:	River frontage: 0
Right setback: 25	Total sq feet: 0	Special info:
Inspection District: D - Downtown / Historic District	Total rooms: 0	NAS_SWODate: 2023-08-01
Subdivision:	Heritage Number:	NAS_EHSepExpire: 0000-00-00 00:00:00
Bedrooms:	Spec info entered by: GARNES, M (G1959)	Building Date: 0000-00-00
Bathrooms:	NAS_SWOBy:	Plan number:
House Structure:	NAS_SWOReason:	Connect:
Closed: 0	NAS_EHSepIssued: 0000-00-00 00:00:00	
Account Number #:	Book Page:	



Parcel Report Card

Tax Parcel ID (S-B-L)	204-01-01-018	Association (Owner)	LNC HOLDINGS, LLC.
Address	100 JINKS ST	City, State, Zip	YEMASSEE SC 29945-0000
Group Code	208-Lots & Acreage (Vacant)	GIS ID	
Contact	Dan Ball	Email	dan@gencopools.com
Phone	(864) 270-7050	Mailing Address	326 COVE VIEW CT, COLUMBIA, SC 29212-8401

Fees Collected

Fees

Fee Type	Parcel #	Case #	Details	Date	Fee	Debit	Credit	Balance
Project Fees	204-01-01-018	PB ZONE-0 9-23-1084						
- Zoning Map Amendment Application (Invoice #23-0234)		DEFAULT FEE CHARGE		September 6, 2023	\$250.00		\$0.00	
Check 1788 (Invoice #23-0234)		GrandSouth Bank Check 1788		September 19, 2023		\$250.00		
TOTAL					\$250.00	\$250.00	\$0.00	

Hampton County, SC

Summary

Parcel Number 204-01-01-018.
Tax District County (District N)
Location Address PINE
Town Code YE
Class Code (NOTE: Not Zoning Info)
 208-Lots & Acreage (Vacant)
 206-Residential Lot Vacant
Note multiple classes/buildings on this parcel.
Acres 8.00
Description
Record Type Residential Agricultural
Town Code / Neighborhood YE
Owner Occupied

[View Map](#)

Note: Acres will not display correctly if any or all of the parcel is classed as exempt. (Exempt acreage will not calculate in total acreage.)

Owners

PROVIDENCE SOLUTIONS LLC
 7087 RIVERS AVE
 NORTH CHALRESTON SC
 29406

2022 Value Information

Land Market Value \$14,500
Improvement Market Value \$0
Total Market Value \$14,500
Taxable Value \$14,500
Total Assessment Market \$870

Note: Values will not display correctly if any or all of the parcel is classed as exempt. (Exempt building values will not display nor calculate in totals.)

Sales Information

Sale Date	Price	Deed Book	Plat Book	Grantor
2/9/2022	\$10	503 264	10 85	COOK MATTHEW R & JERRY W JR
9/6/2018	Not Available	461 292	Not Available	Not Available
12/24/1987	Not Available	118 54	Not Available	Not Available

No data available for the following modules: Building Information, Lot Size Information (Dimensions in Feet).

Hampton County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

[| User Privacy Policy](#) | [| GDPR Privacy Notice](#)
 Last Data Upload: 9/21/2023, 7:41:22 AM

Contact Us

Developed by



JOHNSON, JR., 300 MAIN STREET, HARDEEVILLE, SC 29927, WITH THE BENEFIT OF A TITLE EXAMINATION AND WITHOUT OPINION AS TO THE APPLICATION OF THE DEVELOPMENT STANDARDS ORDINANCE OR SIMILAR ORDINANCES OR REGULATIONS. LAW OFFICE FILE NO: 03-825-02-500-23.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, Grantee's Successors and Assigns forever.

And the Grantor does hereby bind Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's Successors and Assigns, against Grantor and Grantor's Successors and Assigns and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

INTENTIONALLY LEFT BLANK

WITNESS ITS Hand and Seal this 17 day of July
in the year of our Lord two thousand twenty-three and in the
two hundred and forty-seventh year of sovereignty and
Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Amanda Herly
(WITNESS #1 SIGNS HERE)

Amanda Herly
Print Name of Witness

PROVIDENCE SOLUTIONS,
LLC

BY: [Signature]

MATTHEW R. COOK

ITS: MANAGER & SOLE
MEMBER

Tracie Hopkins
(WITNESS #2 / NOTARY SIGNS HERE)

Tracie L. Hopkins
Print Name of Witness

STATE OF SOUTH CAROLINA)
COUNTY OF W. Charleston

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that
Matthew R. Cook as Manager and Sole Member of Providence
Solutions, LLC, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 17
day of July, 2023.

Tracie Hopkins
Notary Public for SC

(SEAL)

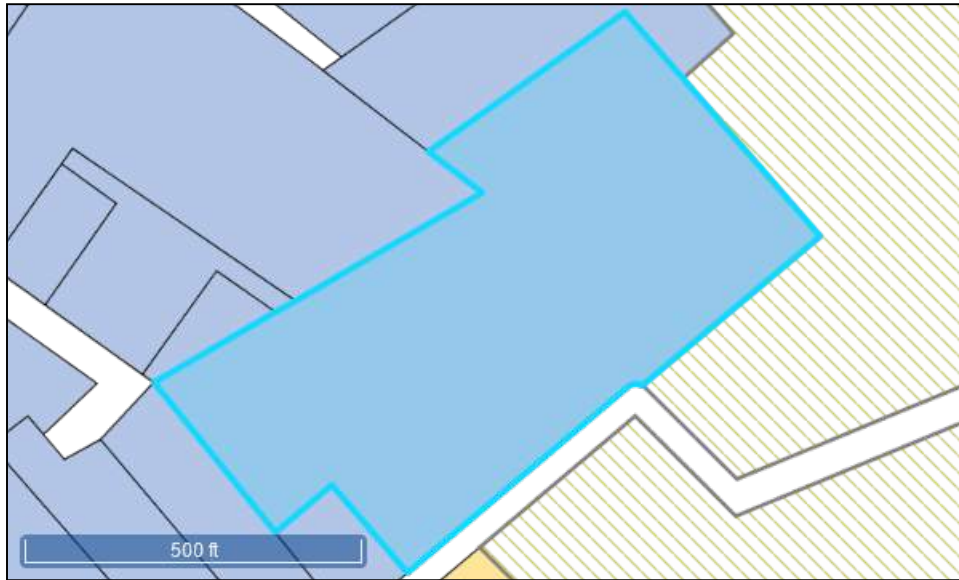
Print Name of Notary: Tracie L. Hopkins

My Commission Expires: 2/25/2026

Town of Yemassee

Property Zoning Report - Hampton

21 Sep 2023



Parcels Hampton

TMS: 204-01-01-018.
Owner City State ZIP Code: NORTH CHALRESTON SC 29406
Owner: PROVIDENCE SOLUTIONS LLC
Owner Street Address: 7087 RIVERS AVE NORTH CHALRESTON SC
Parcel Street Address: PINE

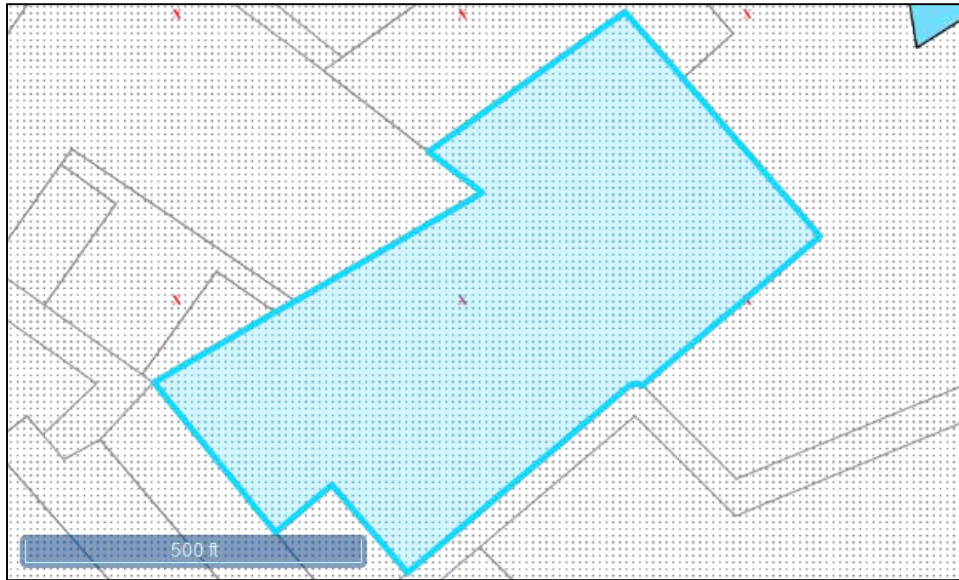
Zoning

Count	Zoning Description	Overlapping Quantities
1.	1 Residential 1/2 Acre	360,722.23sf (8.28acres)

Town of Yemassee

Flood Zone Report - Hampton

21 Sep 2023



Parcels Hampton

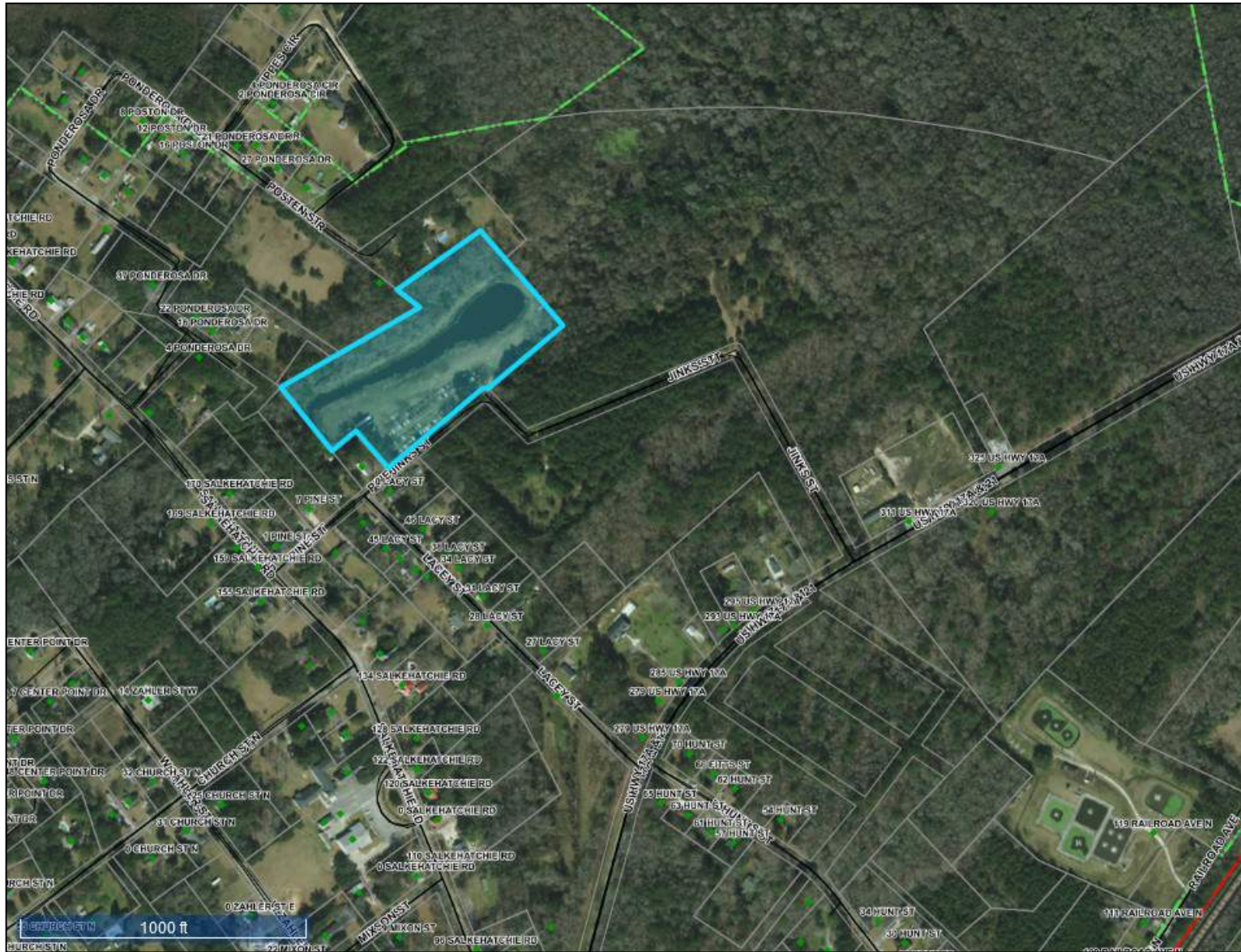
TMS: 204-01-01-018.
Owner City State ZIP Code: NORTH CHALRESTON SC 29406
Owner: PROVIDENCE SOLUTIONS LLC
Owner Street Address: 7087 RIVERS AVE NORTH CHALRESTON SC
Parcel Street Address: PINE

Flood Zones Hampton

Count	Classification	Overlapping Quantities
1.	2 Area of Minimal Flood Hazard	721,444.46sf (16.56acres)



100 Jinks St Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- ◆ Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper
- Beaufort Road Names
- Roads
- Major Roads
- Hampton Road Names
- Roads
- Major Roads
- Interstate
- Jasper Road Names
- Roads
- Major Roads
- Interstate
- Railroads
- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary

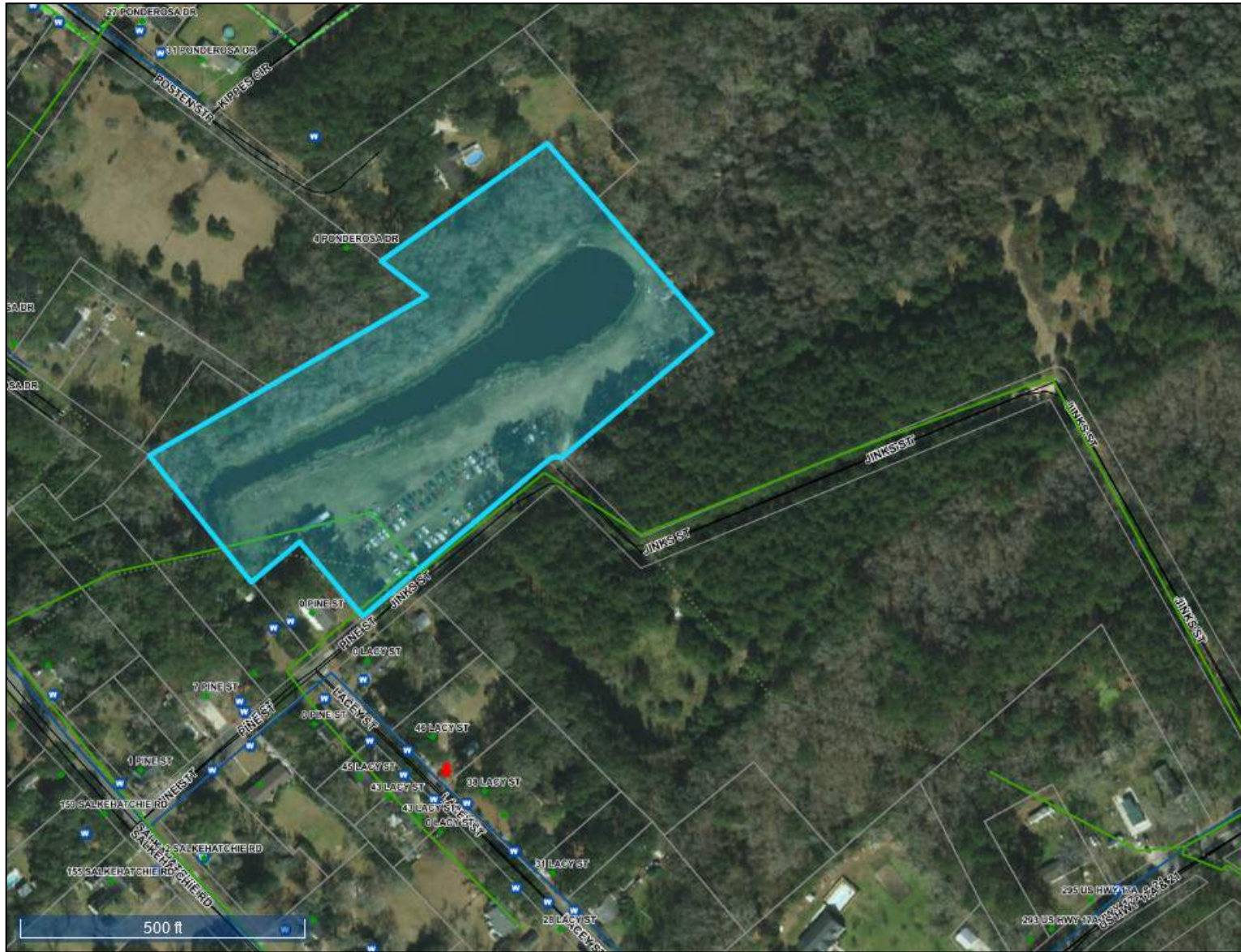
Note:
Aerial View

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

22 Sep, 2023



100 Jinks St



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- ◆ Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper
- Sewer Lift Stations

Sewer Lines

- Main
- Service
- Force Main
- Effluent Line
- Inactive Main
- Inactive Service
- Inactive Force Main
- Inactive Effluent Line
- Abandoned Main
- Abandoned Service
- Abandoned Force Main
- Abandoned Effluent Line

Fire Hydrants Water Meters

Water Lines

- Water Main Line
- Water Service Line
- Water Fire Line
- Inactive Water Main Line
- Inactive Water Service Line
- Inactive Water Fire Line
- Abandoned Water Main Line
- Abandoned Water Service Line
- Abandoned Water Fire Line

Beaufort Road Names Beaufort Roads

- Roads
- Major Roads

Hampton Road Names Hampton Roads

- Roads
- Major Roads
- Interstate

Jasper Road Names Jasper Roads

- Roads
- Major Roads
- Interstate

Note:
LRWS

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21 Sep, 2023



100 Jinks St



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- ◆ Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper
- Beaufort Road Names
- / Roads
- / Major Roads
- Hampton Road Names
- Hampton Roads
- / Roads
- / Major Roads
- / Interstate
- Jasper Road Names
- Jasper Roads
- / Roads
- / Major Roads
- / Interstate
- Railroads
- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary
- Base Flood Elevations Beaufort
- Base Flood Elevations Hampton
- Base Flood Elevations Jasper
- Flood Zones Beaufort
- 1% Annual Chance Flood Hazard
- Zones A, AE, A99, AO, AH, AR, V, VE
- Regulatory Floodway
- Zone AE
- 0.2% Annual Chance Flood Hazard
- Zone X
- Future Conditions 1% Annual Chance Flood Hazard
- Zone X
- Area with Reduced Risk Due to Levee
- Zone X
- Area of Minimal Flood Hazard
- Zone X

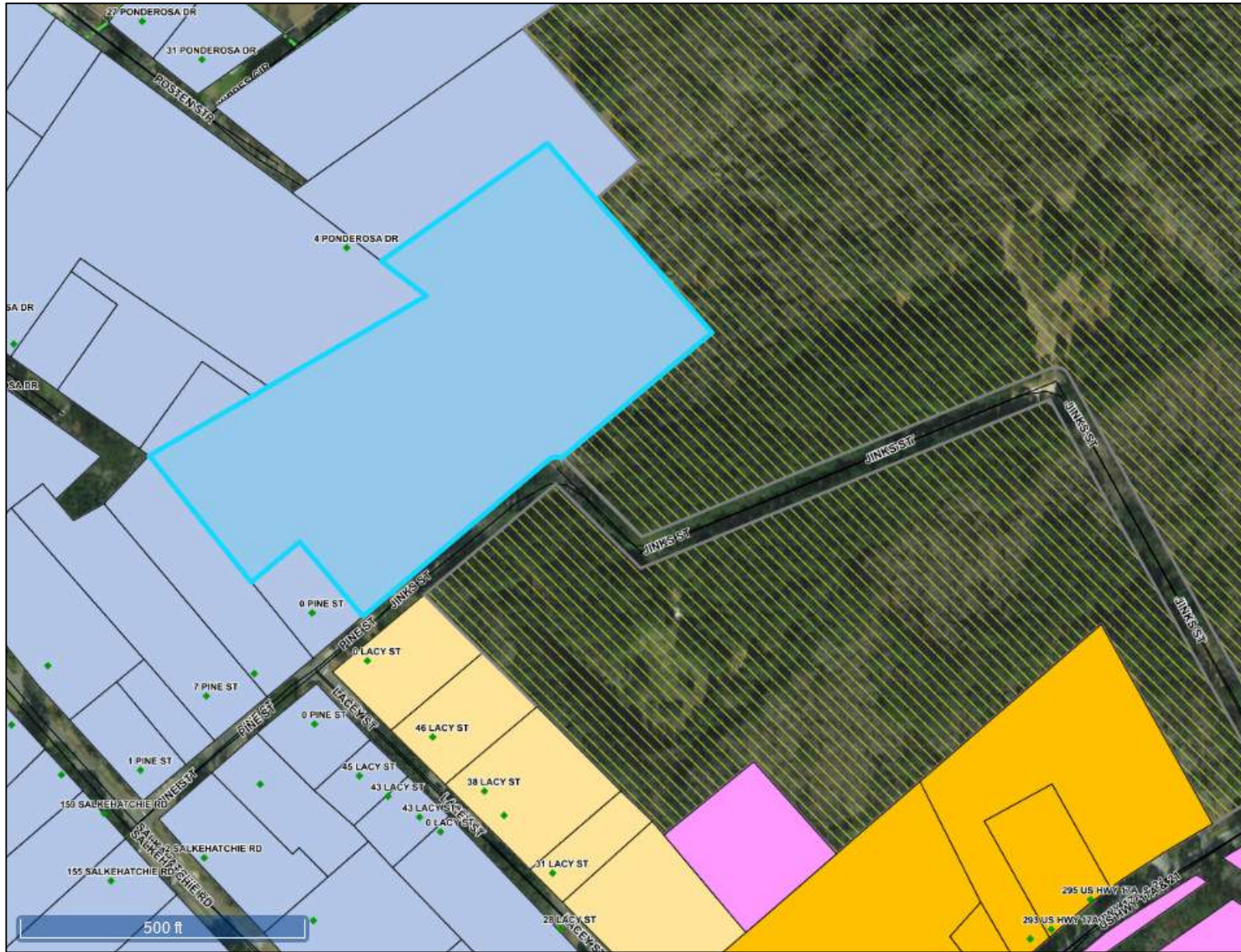
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21 Sep, 2023



100 Jinks St



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- ◆ Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper

Zoning

- Office Commercial District
- Conservation Preservation District
- General Residential
- Residential 1 Acre
- Residential 1/2 Acre
- Residential 1/3 Acre
- Residential 1/4 Acre
- Village Commercial District
- Mixed Use
- Light Industrial District
- Agricultural
- Telecommunications Tower
- Transitional
- Utility
- General Residential Townhouse
- Regional Commercial District
- Planned Unit Development
- To Be Determined

Beaufort Road Names

Beaufort Roads

- Roads
- Major Roads

Hampton Road Names

Hampton Roads

- Roads
- Major Roads
- Interstate

Jasper Road Names

Jasper Roads

- Roads
- Major Roads
- Interstate

Railroads

- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary

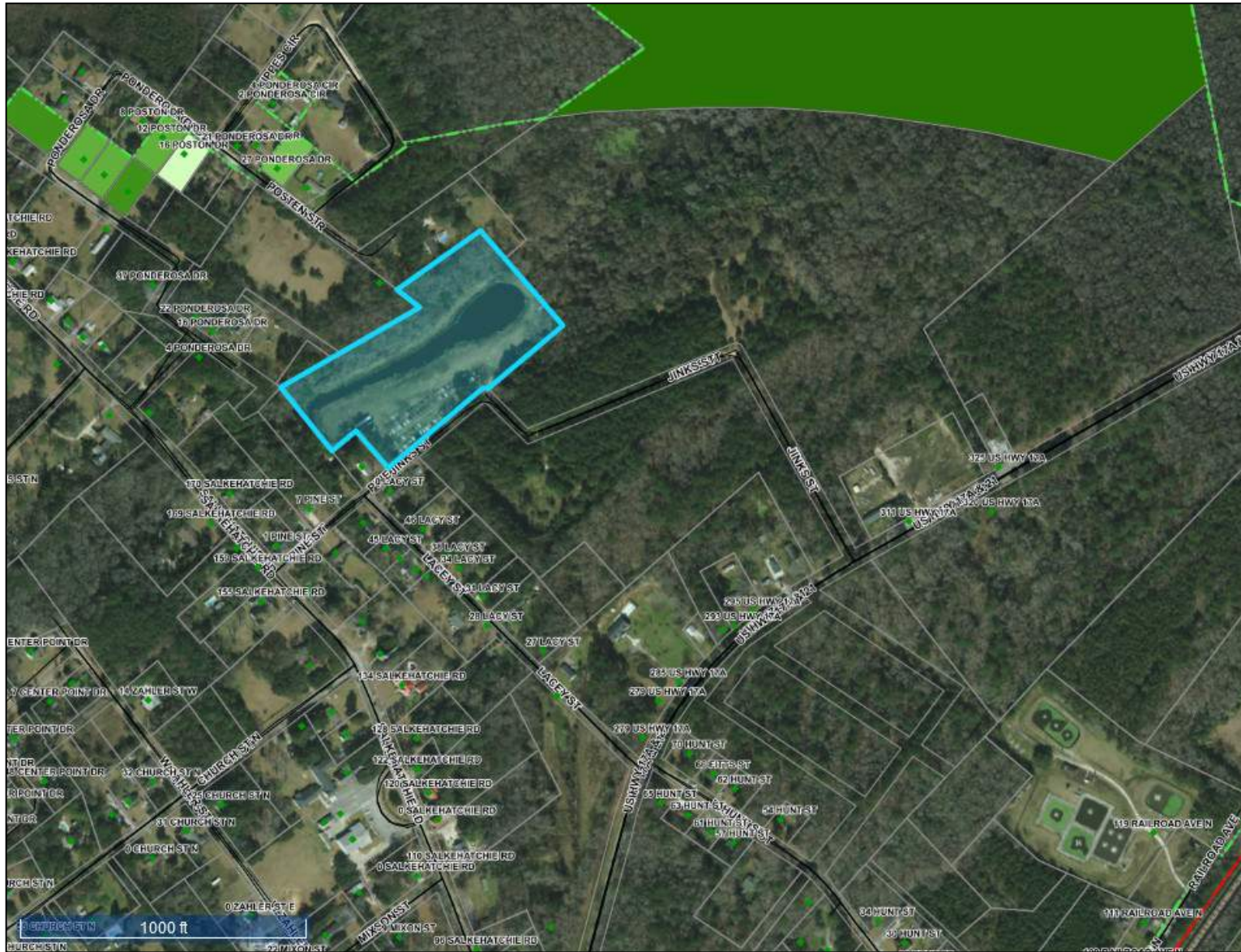
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21 Sep, 2023



100 Jinks St Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- ◆ Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper
- Annexations 2005
- Annexations 2012
- Annexations 2015
- Annexations 2016
- Annexations 2017
- Annexations 2018
- Annexations 2019
- Annexations 2020
- Annexations 2021
- Annexations 2022
- Beaufort Road Names
 - Roads
 - Major Roads
- Hampton Road Names
- Hampton Roads
 - Roads
 - Major Roads
 - Interstate
- Jasper Road Names
- Jasper Roads
 - Roads
 - Major Roads
 - Interstate
- Railroads
- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary

Note:
Annexation History

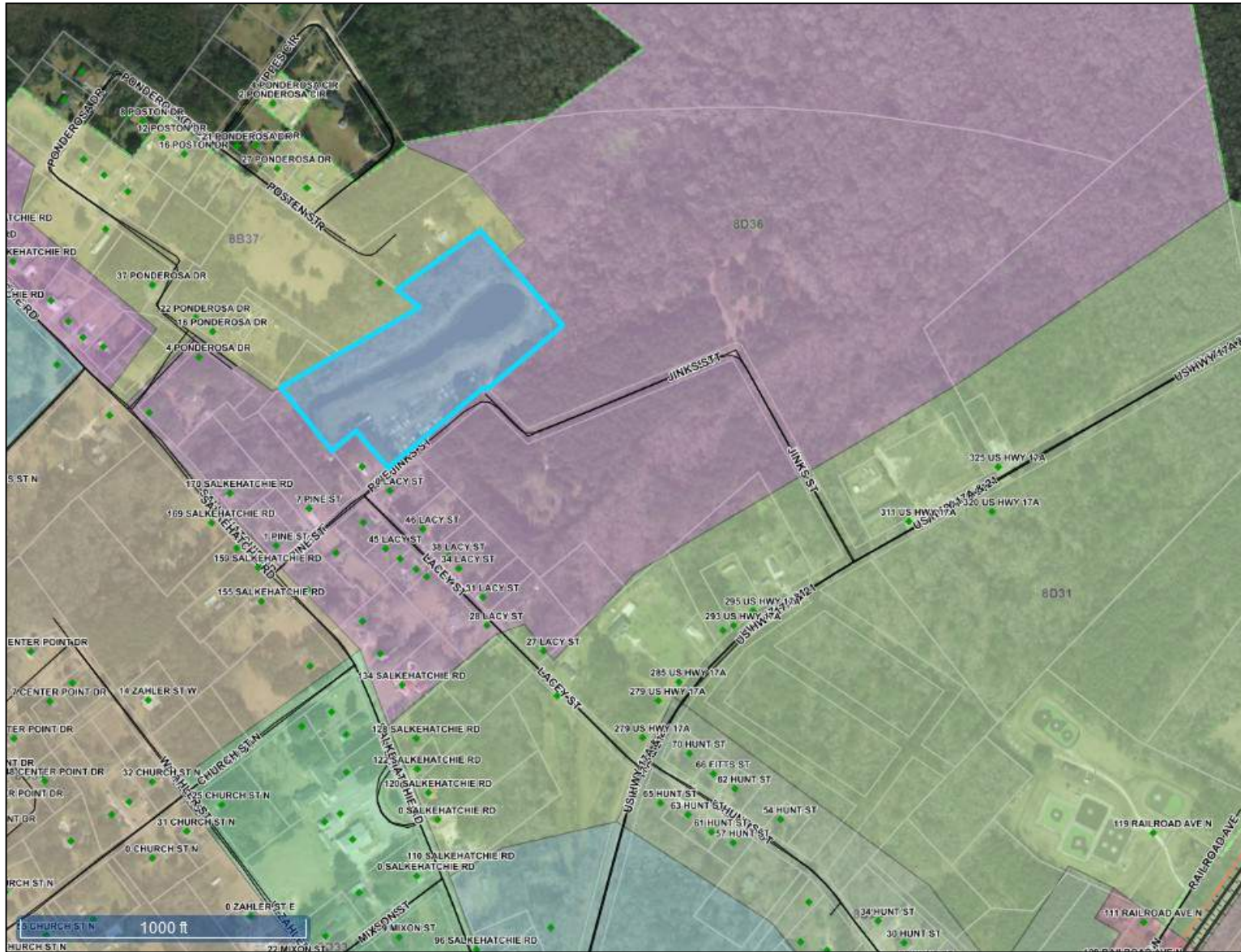
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22 Sep, 2023



100 Jinks St Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper
- ...

Note:
Police Patrol Grids

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22 Sep, 2023



100 Jinks St Zoning Map Amendment



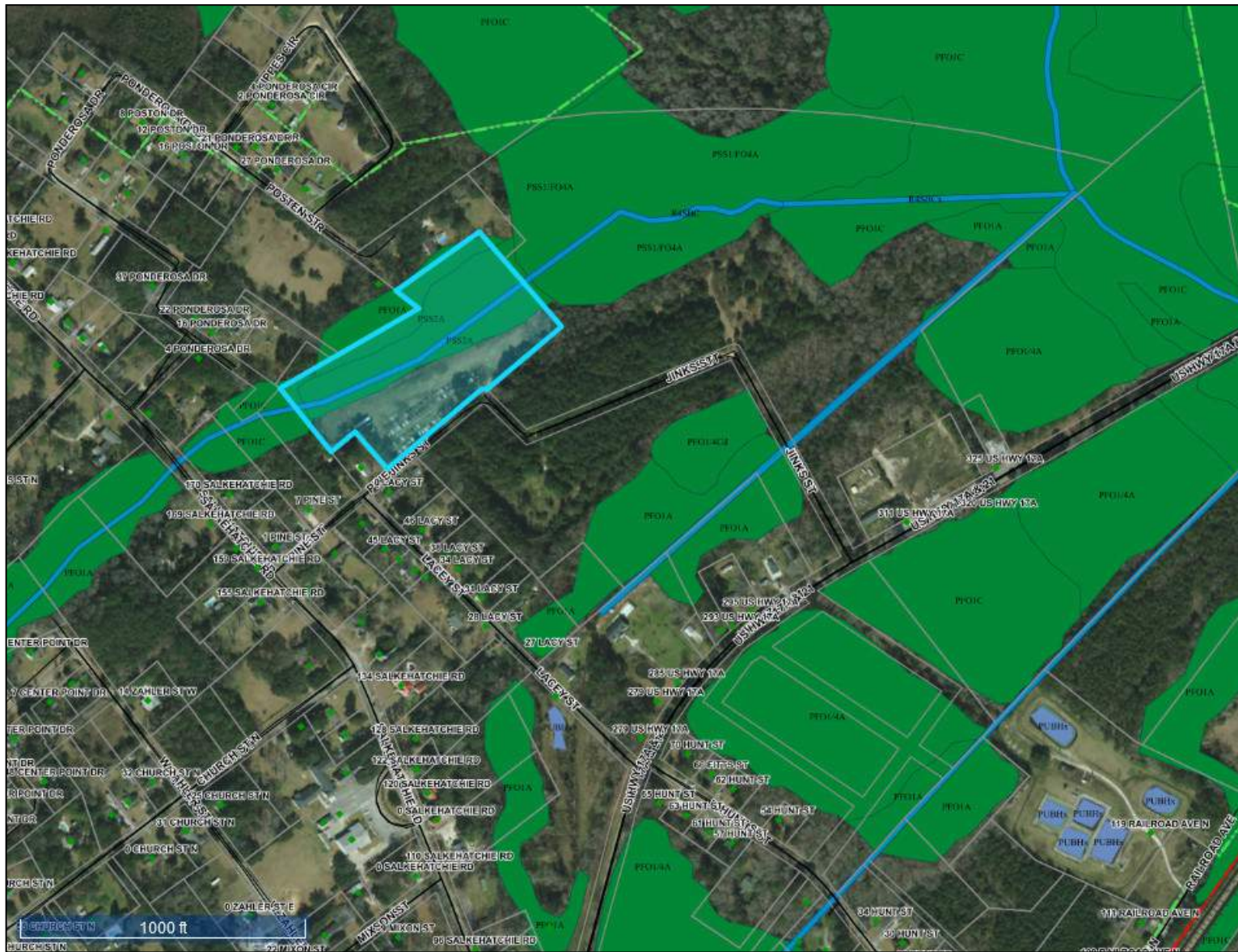
- Legend**
- ◆ Address Points Beaufort
 - Parcels Beaufort
 - ◆ Address Points Hampton
 - Parcels Hampton
 - ◆ Address Points Jasper
 - Parcels Jasper
- Police Patrol Zones**
- Zone A
 - Zone B
 - Zone C - Yemassee Core
 - Zone C - Sheldon
 - Zone D
- Beaufort Road Names**
- Beaufort Roads**
- Roads
 - Major Roads
- Hampton Road Names**
- Hampton Roads**
- Roads
 - Major Roads
 - Interstate
- Jasper Road Names**
- Jasper Roads**
- Roads
 - Major Roads
 - Interstate
- Railroads**
- County Boundary Beaufort
 - County Boundary Hampton
 - County Boundary Jasper
 - Yemassee Boundary

Note:
Police Patrol Zones

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100 Jinks St Zoning Map Amendment



Legend

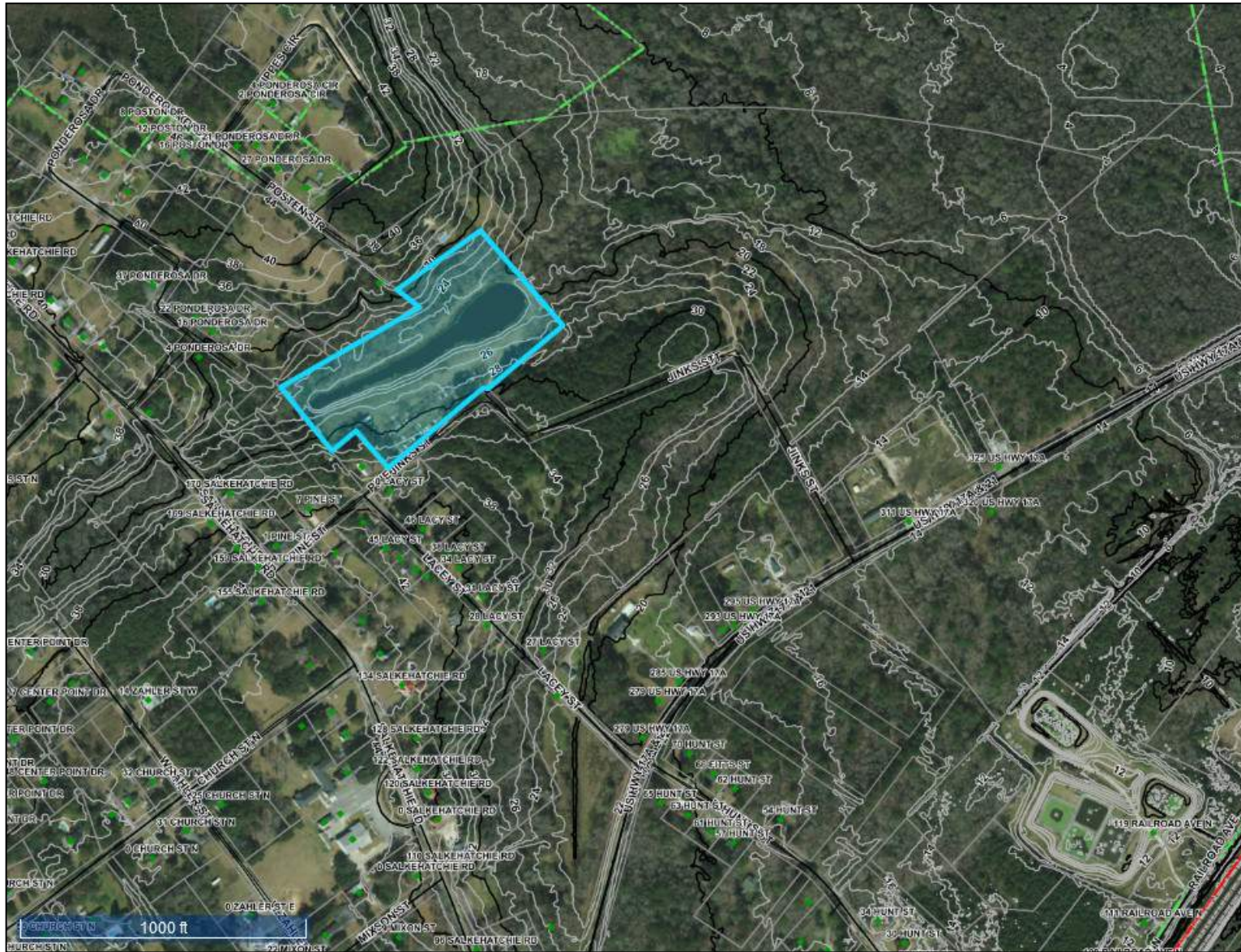
- ◆ Address Points Beaufort
- Parcels Beaufort
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- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper
- Beaufort Road Names
- Beaufort Roads
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 - Major Roads
- Hampton Road Names
- Hampton Roads
 - Roads
 - Major Roads
 - Interstate
- Jasper Road Names
- Jasper Roads
 - Roads
 - Major Roads
 - Interstate
- Railroads
- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary
- Beaufort NWI
 - Estuarine and Marine Deepwater
 - Estuarine and Marine Wetland
 - Freshwater Emergent Wetland
 - Freshwater Forested/Shrub Wetland
 - Freshwater Pond
 - Lake
 - Other
 - Riverine
- Hampton NWI
 - Estuarine and Marine Deepwater
 - Estuarine and Marine Wetland
 - Freshwater Emergent Wetland
 - Freshwater Forested/Shrub Wetland
 - Freshwater Pond
 - Lake
 - Other
 - Riverine

Note:
National Wetland Inventory

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100 Jinks St Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- ◆ Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper
- Beaufort Road Names
- Roads
- Major Roads
- Hampton Road Names
- Roads
- Major Roads
- Interstate
- Jasper Road Names
- Jasper Roads
- Roads
- Major Roads
- Interstate
- Railroads
- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary
- Beaufort Contour Labels
- Beaufort Contours
- Major
- Minor
- Hampton Contour Labels
- Hampton Contours
- Major
- Minor
- Jasper Contour Labels
- Jasper Contours
- Major
- Minor

Note:
Elevation Contours

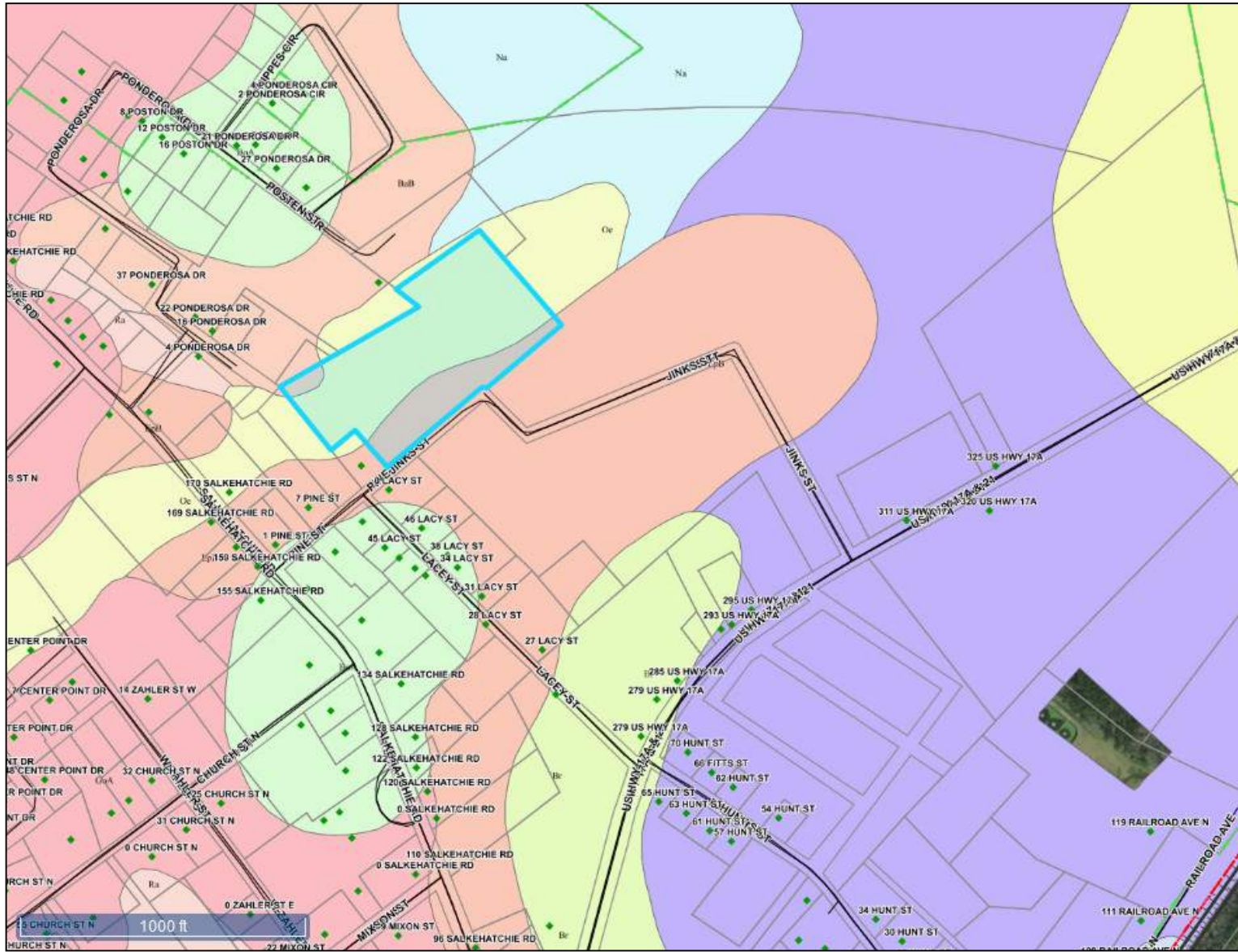
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22 Sep, 2023



100 Jinks St Zoning Map Amendment



- Legend**
- ◆ Address Points Beaufort
 - Parcels Beaufort
 - ◆ Address Points Hampton
 - Parcels Hampton
 - ◆ Address Points Jasper
 - Parcels Jasper
 - ◆ Beaufort Road Names
 - Beaufort Roads
 - ◆ Hampton Road Names
 - Hampton Roads
 - ◆ Jasper Road Names
 - Jasper Roads
 - ◆ Railroads
 - County Boundary Beaufort
 - ◆ County Boundary Hampton
 - County Boundary Jasper
 - ◆ Yemassee Boundary

Note:
Soil Classifications

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Recommended Motion

(LNC Holdings, LLC Zoning Map Amendment)

“I make the motion to accept the Zoning Map Amendment Application for LNC Holdings, LLC. and to schedule a Public Hearing at the November Planning Commission meeting”.

Colin J. Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Administrator



Council Members

Alfred Washington

Stacy Pinckney

David Paul Murray

Committee / Commission Agenda Item

Subject: A request by Michelle B. Hagan for consideration of a Zoning Map Amendment. The applicant is seeking to rezone one parcel of land totaling 1.00 acres located at 18 Lacey St from its current zoning designation of Residential ¼ Acre (R4A) to General Residential (GR). The property is further identified by Hampton County TMS: 204-01-05-006. **(ZONE-09-23-1088)**

Submitted by: Matthew Garnes, Staff Liaison to Committee

Attachments:

	Ordinance		Resolution		Other
√	Support Documents	√	Motion		

Summary: Staff have received a request for a Zoning Map Amendment of one parcel located at 18 Lacey Street from the existing zoning of R4A to General Residential to permit placement of a manufactured or mobile home.

Recommended Action: Staff recommend the Planning Commission accept the application and schedule a Public Hearing at the November 2023 Planning Commission meeting.

Committee Action:

- Approved as Recommended
- Approved with Modifications
- Disapproved
- Tabled to Time Certain
- Other

Colin J Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Administrator



Council Members

Alfred Washington

Stacy Pinckney

David Paul Murray

**Town of Yemassee Administration Department
Rezoning Analysis (ZONE-09-23-1088)
18 Lacey St (Hampton County)
Meeting Date: October 3, 2023**

Category	Data
Applicant Name:	Michelle B. Hagan
Applicant Mailing Address:	279 U.S. Highway 17A Yemassee, SC 29945
Applicant Phone:	(803) 842-0446
Applicant Email:	Hagan4@yahoo.com
Owner Name:	Michelle B. Hagan
Owner Company:	
Applicant Mailing Address:	279 U.S. Highway 17A Yemassee, SC 29945
Owner Email:	Hagan4@yahoo.com
Site Address(es):	18 Lacey St
Site County:	Hampton
Tax Map Number(s):	204-01-05-006
Existing Zoning:	Residential ¼ Acre (R4A)
Proposed Zoning:	General Residential (GR)
Overlays:	None
Site Acreage:	1.00
Site Description:	Undeveloped wooded lot that is accessed off Lacey Street but sits directly behind 279 U.S. Highway 17A.
Land Use Compatibility	To the north and west of the property is the Ironline PUD. To the south, the Pine Street community. East of the property is a single-family dwelling.
Environmental Issues:	None noted during preliminary research.
Public Service Issues:	Lowcountry Regional Water System (LRWS) is the franchised provider within the Town of Yemassee. Development would require connection to water and wastewater services.

Surrounding Properties:

Direction	Situs Address & TMS	Owner(s)	Zoning Designation
North	000 Jinks St 204-01-05-005	Ironline Metals, LLC.	Planned Unit Development
West	000 Jinks St 204-01-05-005	Ironline Metals, LLC.	Planned Unit Development
East	279 U.S. Hwy 17A 204-01-05-007	Richard A. Hagan	Mixed Use (MU)
South	28 Lacey St 204-01-05-004	Amy L. Youmans	General Residential (GR)
South	34 Lacey St 204-01-05-014	Frances Kay Reebe	General Residential (GR)

Staff Review: Staff support the zoning amendment to General Residential (GR) largely in part due to the parcels just south of the subject property already being zoned as General Residential and this property, if rezoned, could not be considered “spot zoning” since contiguity to the zoning district requested is established. Staff emphasize the importance of proper building orientation should the property be developed. Any structure should be oriented to face Lacey Street as the situs address is already assigned.

Staff Recommendation: Staff request the Planning Commission accept the application and schedule a Public Hearing for the November Planning Commission meeting.



TOWN OF YEMASSEE
ZONING MAP/TEXT AMENDMENT APPLICATION

1427

Town of Yemassee
 Attn: Administration Department
 101 Town Circle
 Yemassee, SC 29945-3363
 (843)589-2565 Ext. 3
 www.townofyemassee.org

Applicant	Property Owner
Name: Same as owner	Name: Michelle or Shon Hagan
Phone:	Phone: 803 842 0446
Mailing Address:	Mailing Address: 279 US Highway 17A
E-mail:	E-mail: hagan4@yahoo.com
Town Business License # (if applicable):	

Project Information	
Project Name: Hagan	Acreage: 1 acre
Project Location: Greer	Comprehensive Plan Amendment Yes No
Existing Zoning: Residential Townhouse	Proposed Zoning: General Residential
Type of Amendment: Text Map	
Tax Map Number(s): 204-01-05-006	

Project Description: Future home site mod/manufactured located directly behind my current residence

- Minimum Requirements for Submittal**
- 1. Two (2) full sized copies and digital files of the maps and/or plans depicting the subject property.
 - 3. Project Narrative and digital file describing reason for application and compliance with the criteria in Article 8 of the DSO.
 - 4. An Application Review Fee as determined by the Town of Yemassee Schedule of Rates & Fees. Checks made payable to the Town of Yemassee.

Note: A Pre-Application Meeting is required prior to Application submittal.

Disclaimer: The Town of Yemassee assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.

I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property. As applicable, I authorize the subject property to be posted and inspected.

Property Owner Signature: <i>[Signature]</i>	Date: 8/28/23
Applicant Signature: <i>[Signature]</i>	Date: 8/28/23

For Office Use	
Application Number:	Date Received:
Received By:	Date Approved:



Project Information

General Information

Project #	A23-0234	Parcel #	204-01-05-006	Building ID	
Location	18 LACEY ST				
Project Type	Zoning Map Amendment Application	Project Use	Re-Zoning		
Parent Project #		Subdivision			
Applicant Name	HAGAN, MICHELLE B.	Address	279 U.S. HIGHWAY 17A, YEMASSEE, SC 29945		
Applicant Email	hagan4@yahoo.com	Phone	(803) 842-0446	Cell	(803) 842-0446
Owner Name	HAGAN, MICHELLE B.	Address	279 U.S. HIGHWAY 17A, YEMASSEE, SC 29945		
Owner Email	hagan4@yahoo.com	Phone	(803) 842-0446	Cell	(803) 842-0446
Contractor		Address			
Contractor Email		Phone		Cell	

Property Information

Type/Improvement	Zoning Map Amendment	Accessory/Structure	
Current Use	Unimproved Land	Proposed Use	R-3 Residential
Current Zoning		Proposed Zoning	General Residential (GR)
Project Cost	250	Project Value	250
Current Use And Proposed Changes	A request by Michelle B. Hagan, for consideration of a Zoning Map Amendment. The applicant is seeking to rezone one parcel of land totaling 1.00 acres located at 18 Lacey St from its current zoning designation of Residential ¼ Acre (R4A) to General Residential (GR). The property is further identified by Hampton County TMS: 204-01-05-006.		

UPDATE 9/12/23 - Staff have received the application and have reviewed its contents for accuracy and completion. Included with the submittal was a cash payment in the amount of \$250.00. Receipt sent.

Lot Width		Lot Depth		Map Number	204-01-05-006
Total Area of Building & Accessory Structures (Sq Ft)		Total Area of All Man-made Improvements (Sq Ft)			
General Notes					
Restrictions / Variances					



Structure Information

Structure Type		# of Stories		Usable Floor Area (Sq Ft)	
Structure Height		# of Units	0	Load per Floor (Lbs)	
Sign Dimensions		# of Bedrooms		# of Bathrooms	
Occupancy Empty Room		With Chairs		Tables & Chairs	
Foundation Material		Foundation Type		Footing Depth	
Foundation Information					
Setbacks Front & Rear	15	10	Setbacks Right & Left Sides	10	10
Setbacks Information					
Water Utility	Lowcountry Regional Water System Public		Sewage Utility	Lowcountry Regional Water System Public	
Gas Utility	None Public		Electric Utility	Dominion Energy Public	
Driveway Width	12	# of Off Street Parking	0	# of Off Street Loading	6
Miscellaneous Information					



Contacts

Contact Name	Type	Project	Address	Phone
HAGAN, MICHELLE B.	Applicant	Hagan Rezoning	279 U.S. HIGHWAY 17A, YEMASSEE, SC 29945	803-842-0446
HAGAN, MICHELLE B.	Owner		279 U.S. HIGHWAY 17A, YEMASSEE, SC 29945	(803) 842-0446
HAGAN, RICHARD A.	Others	Hagan Rezoning	279 U.S. HIGHWAY 17A, YEMASSEE, SC 29945	8038429113

Parcel Owner Changed On September 4, 2023



Fees

Fee Type	Date	Debit	Credit	Balance
Project Fees	September 20, 2023	\$0.00		\$0.00
			\$250.00	\$-250.00
	TOTAL	\$0.00	\$250.00	\$-250.00



Town of Yemassee
 Attn: Administration Department
 Yemassee Municipal Complex
 101 Town Cir
 Yemassee, SC 29945-3363
 P: (843) 589-2565 Ext. 3
 www.townofyemassee.org

Invoice

Date	Invoice#
September 8, 2023	23-0239

Bill To
HAGAN, MICHELLE B. 279 U.S. HIGHWAY 17A YEMASSEE, SC 29945

Invoice Due Date: November 20, 2023

Parcel Number: 204-01-05-006

Location: 18 LACEY ST

Date	Description	Paid Date	Amount Paid	Balance
September 8, 2023	Zoning Map Amendment Application		\$250.00	
	TOTAL: Project Fees		\$250.00	\$250.00
	Cash Cash Payment	September 20, 2023	\$250.00	\$0.00

Please make checks payable to: Town of Yemassee



Town of Yemassee

101 Town Cir, Yemassee, South Carolina 29945-3363
Phone: 843-589-2565 Ext. 3

PAYMENT RECEIPT

Original Invoice Number: 23-0239
Invoice Date: September 8, 2023

HAGAN, MICHELLE B.
279 U.S. HIGHWAY 17A
YEMASSEE, SC 29945

Thank you for your payment(s).

Your Payment Transactions for this record are recorded below.

Record Number: Project A23-0234

Date	Description	Paid Date	Amount	Paid	Balance
September 8, 2023	Zoning Map Amendment Application		\$250.00		
	TOTAL: Project Fees		\$250.00		\$250.00
	Cash Cash Payment	September 20, 2023		\$250.00	\$0.00

Hampton County, SC

Summary

Parcel Number 204-01-05-006.
Tax District County (District N)
Location Address
Town Code YE
Class Code (NOTE: Not Zoning Info) 206-Residential Lot Vacant
Acres 1.00
Description
Record Type Residential
Town Code / Neighborhood YE
Owner Occupied

[View Map](#)

Note: Acres will not display correctly if any or all of the parcel is classed as exempt. (Exempt acreage will not calculate in total acreage.)

Owners

HAGAN MICHELLE BERRY & SHON
 279 HIGHWAY 17-A
 YEMASSEE SC
 29945

2022 Value Information

Land Market Value \$12,200
Improvement Market Value \$0
Total Market Value \$12,200
Taxable Value \$12,200
Total Assessment Market \$730

Note: Values will not display correctly if any or all of the parcel is classed as exempt. (Exempt building values will not display nor calculate in totals.)

Sales Information

Sale Date	Price	Deed Book	Plat Book	Grantor
11/1/2017	\$6,500	446 304		JINKS JORDON JEROME
7/24/1982	Not Available	75 539	Not Available	Not Available

No data available for the following modules: Building Information, Lot Size Information (Dimensions in Feet).

Hampton County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

[User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 9/22/2023, 7:16:56 AM

Contact Us

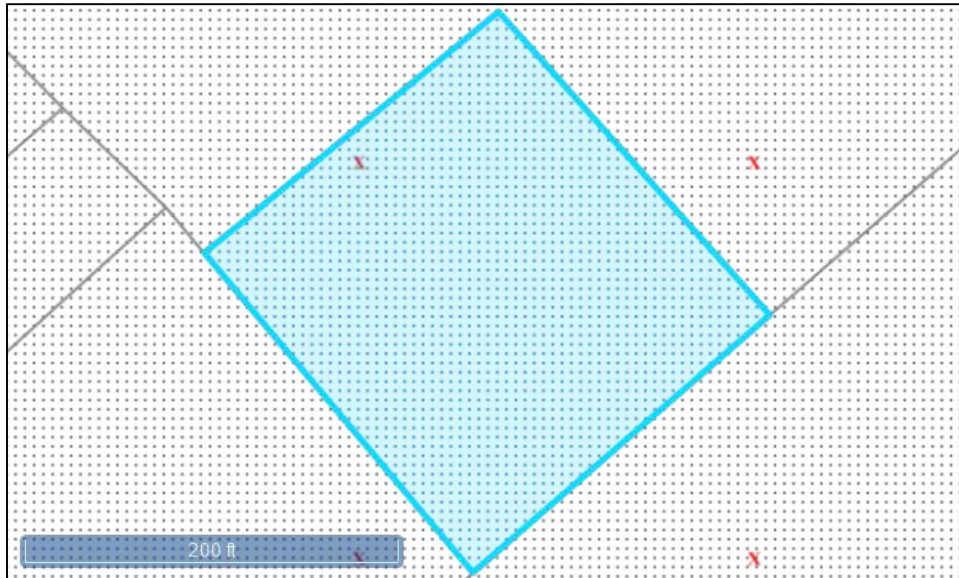
Developed by



Town of Yemassee

Flood Zone Report - Hampton

22 Sep 2023



Parcels Hampton

TMS: 204-01-05-006.
Owner City State ZIP Code: YEMASSEE SC 29945
Owner: HAGAN MICHELLE BERRY & SHON SURVIVORSHIP TITLE
Owner Street Address: 279 HIGHWAY 17-A YEMASSEE SC
Parcel Street Address:

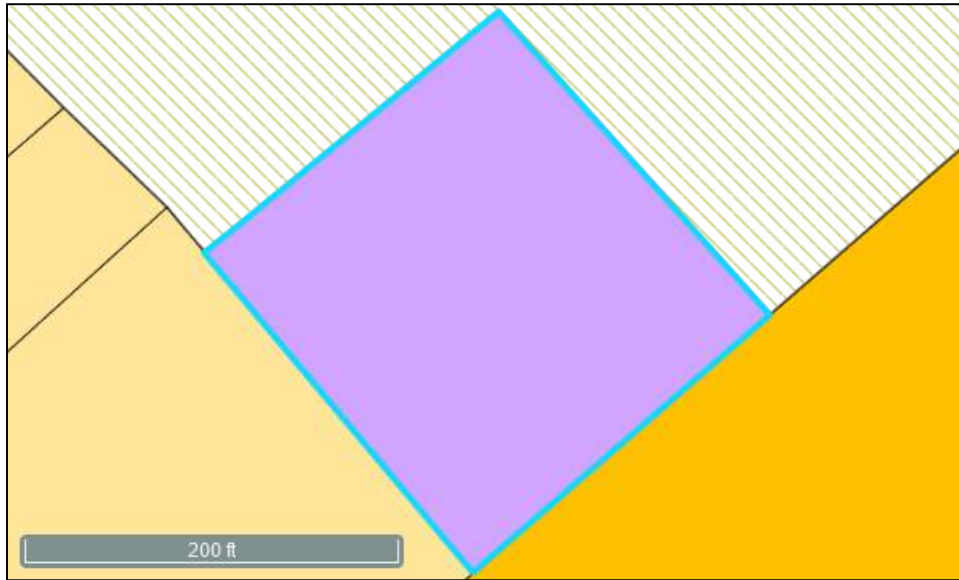
Flood Zones Hampton

Count	Classification	Overlapping Quantities
1.	2 Area of Minimal Flood Hazard	90,664sf (2.08acres)

Town of Yemassee

Property Zoning Report - Hampton

22 Sep 2023




Parcels Hampton

TMS: 204-01-05-006.
Owner City State ZIP Code: YEMASSEE SC 29945
Owner: HAGAN MICHELLE BERRY & SHON SURVIVORSHIP TITLE
Owner Street Address: 279 HIGHWAY 17-A YEMASSEE SC
Parcel Street Address:

Zoning

Count	Zoning Description	Overlapping Quantities
1.	1 Residential 1/4 Acre	45,332sf (1.04acres)

This document is for reference only. Please contact the Town of Yemassee Planning & Zoning Department for specific ordinance language

	<p style="text-align: center;">Residential 1/4 Acre (R4A) Zoning District</p> <p>The Residential 1/4 Acre District is designed to provide for homogeneous residential purposes. The intent of the district is to provide areas primarily for single-family detached dwellings, and to discourage any encroachment by uses which may be incompatible with such residential use.</p> <p style="text-align: center;">Section 5.4, Town of Yemassee Zoning Ordinance</p>
<p>Standards for the R4A District 5.4.1</p>	
<ul style="list-style-type: none">• Maximum Density: Three (3) Dwelling units per acre• Minimum Lot Size: 10,890 square feet per dwelling unit• Maximum building height: Thirty-Five (35') feet or three (3) stories, whichever is less; excluding church spires, belfries, cupolas, monuments, chimneys, or flagpoles• Minimum front yard setback: Fifteen (15) feet from lot line• Minimum side yard setback: Ten (10) feet from lot lines• Minimum rear yard setback: Ten (10) feet from the lot lines.	
<p>Permitted Uses for the R4A District 5.4.2</p>	
<ul style="list-style-type: none">• Single-Family dwelling (Stick built home)• Church, Civic, or Institutional use• Home Occupations are permitted if there is no exterior evidence of the home occupation.	
<p>Prohibited Uses for the R4A District</p>	
<ul style="list-style-type: none">• Adult Entertainment Establishments• Any business, person, entity, or service offering Adult Entertainment	



Property Report

OWNER DATA

Tax Parcel ID (S-B-L): 204-01-05-006

Map #: 204-01-05-006

Location State: SC

Association (Owner): HAGAN, MICHELLE B.

Additional Owner 1: HAGAN, SHON

Additional Owner 2:

Contact: Michelle Hagan

Email: hagan4@yahoo.com

Location: 18 LACEY ST

Location City: YEMASSEE

Location Zip: 29945-0000

Owner Mailing Address: 279 U.S. HIGHWAY 17A,
YEMASSEE, SC 29945

Additional Owner 1 Mailing Address: 279 U.S.
HIGHWAY 17A, YEMASSEE, SC 29945

Additional Owner 2 Mailing Address:

Phone: (803) 842-0446

OCCUPANCY DATA

Occupancy Class: Unimproved Land

Basement Types:

Floor Finish: 0

Wall Finish:

Capacity Empty Room/Main:

Capacity with tables/chairs:

Construction Class:

Floor Types:

Fuel Type:

Census B Hampton County

Capacity with Chairs:

PROPERTY DATA

Tax Parcel Group Code parcel_form: 206-Residential Lot Vacant

of Stories:

Neighbourhood Name:

Waterfront: 0

Flood Plain: N

Improvement Value: 0

Neighborhood Code:

Parcel Area Sq Footage: 43560

Zoning District: Residential 1/4 Acre (R4A)

Property Type Description:

East Grid Coordinates: 0.0000000000

GIS/Map Link: <https://qpublic.schneidercorp.com/Application.aspx?AppID=902&LayerID=17042&PageTypeID=4&PageID=7674&KeyValue=204-01-05-006>

Structure Height:

Wall Construction:

Foundation Types:

Property Type

Code: Unimproved Land

Sprinkler: 0

Year Built: 0

Commercial: 0

Land Value: 12200

Total Value: 12200

Assessed Value: 12200

Acerage: 1

Fire Alarm: %alarm_system

Notes (Historical): Former site
of manufactured home

North Grid

Coordinates: 0.0000000000

Lat: Long:

GIS ID:

Manufactured Truss: 0

ADDITIONAL FIELDS

Lot:	Sheet:	House Number: 18
Block:	House Style:	Sewer Permit application date: 0000-00-00
Section:	Land Use Code: 206	Qualify:
Building No.:	Exemptions: None	Psewer:
Front setback: 15	Elderly Exemptions: None	Tax Map # 204-01-05-006
Rear setback: 10	Number of Building: 0	OutstandingIssue:
Left setback: 10	Directions to site:	River frontage: 0
Right setback: 10	Total sq feet: 0	Special info: None
Inspection District: D - Downtown / Historic District	Total rooms: 0	NAS_SWODate: 2023-09-05
Subdivision: Pine / Lacey Residential	Heritage Number: None	NAS_EHSepExpire: 0000-00-00 00:00:00
Bedrooms: 0	Spec info entered by: GARNES, M (G1959)	Building Date: 0000-00-00
Bathrooms: 0	NAS_SWOBy:	Plan number:
House Structure: Unimproved Land	NAS_SWOReason:	Connect:
Closed: 11	NAS_EHSepIssued: 0000-00-00 00:00:00	
Account Number #:	Book Page:	



Parcel Report Card

Tax Parcel ID (S-B-L)	204-01-05-006	Association (Owner)	HAGAN, MICHELLE B.
Address	18 LACEY ST	City, State, Zip	YEMASSEE SC 29945-0000
Group Code	206-Residential Lot Vacant	GIS ID	
Contact	Michelle Hagan	Email	hagan4@yahoo.com
Phone	(803) 842-0446	Mailing Address	279 U.S. HIGHWAY 17A, YEMASSEE, SC 29945

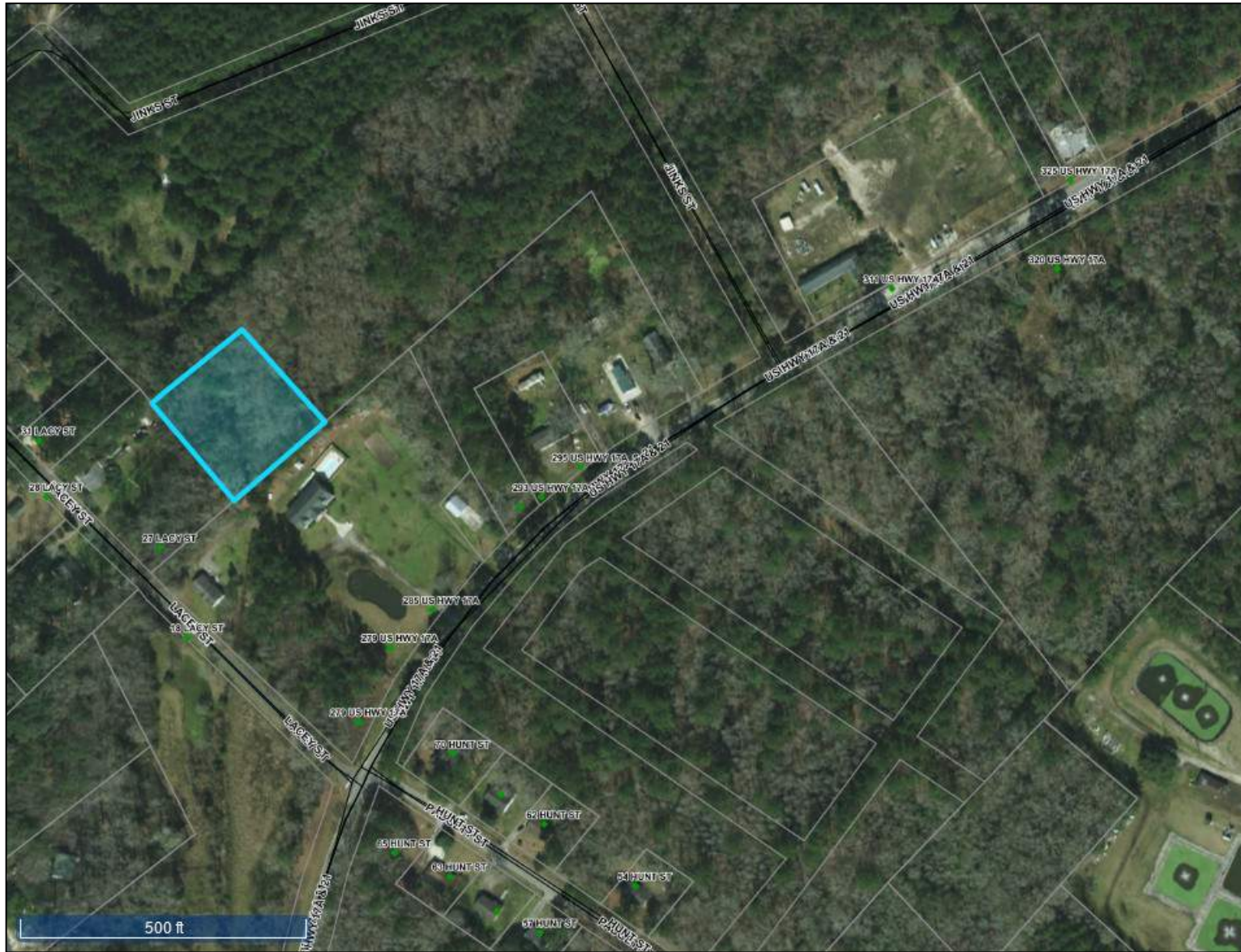
Fees Collected

Fees

Fee Type	Parcel #	Case #	Details	Date	Fee	Debit	Credit	Balance
Project Fees	204-01-05-006	PB A23-0234						
- Zoning Map Amendment Application (Invoice #23-0239)		DEFAULT FEE CHARGE		September 8, 2023	\$250.00		\$0.00	
Cash C a sh (Invoice #23-0239)		Cash Payment		September 20, 2023		\$250.00		
TOTAL					\$250.00	\$250.00	\$0.00	



18 Lacey St Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- ◆ Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper
- Beaufort Road Names

Beaufort Roads

- Roads
- Major Roads

Hampton Road Names

Hampton Roads

- Roads
- Major Roads
- Interstate

Jasper Road Names

Jasper Roads

- Roads
- Major Roads
- Interstate

Railroads

- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary

22 Sep, 2023

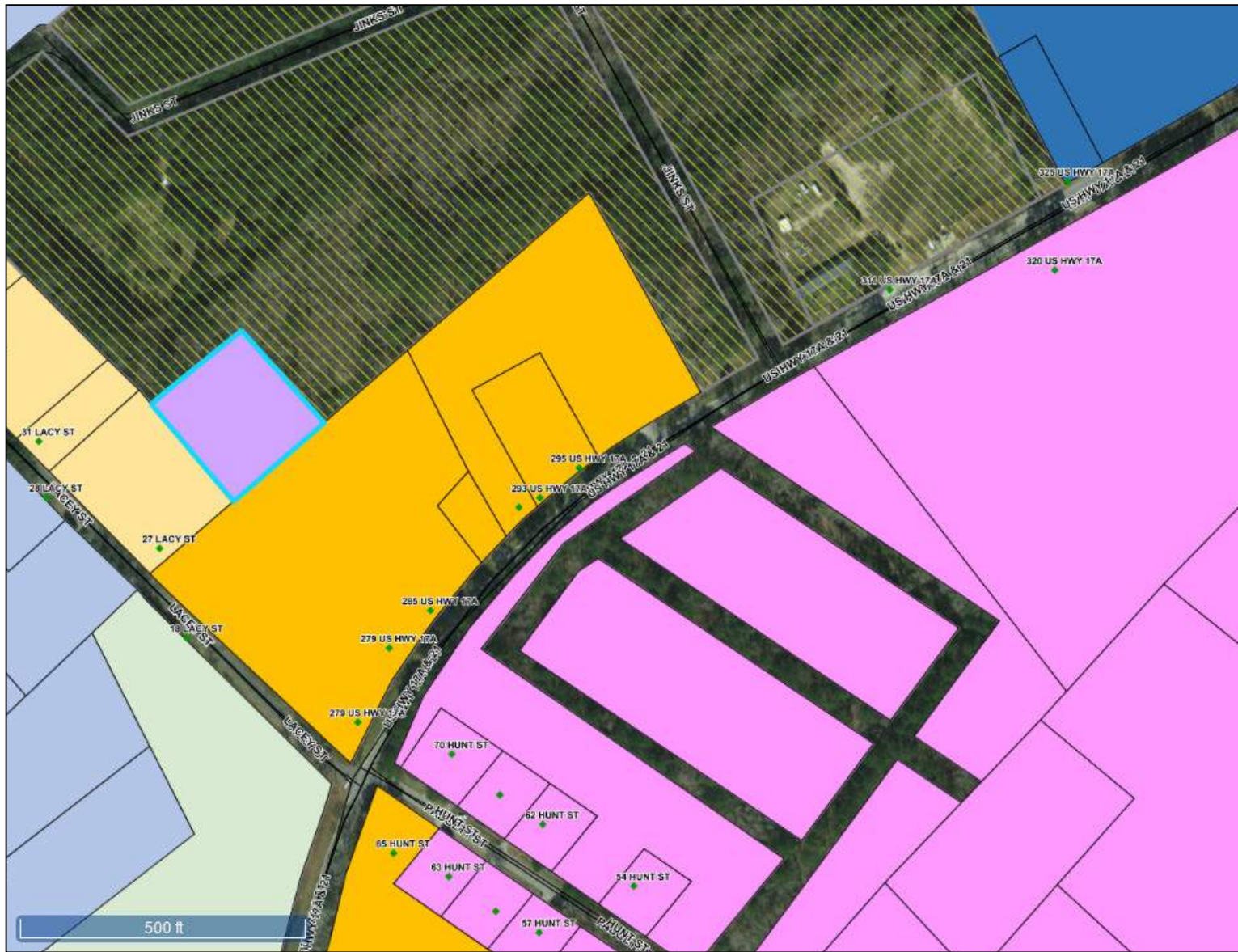
Note:
Aerial View

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



18 Lacey St Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- ◆ Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper

Zoning

- Office Commercial District
- Conservation Preservation District
- General Residential
- Residential 1 Acre
- Residential 1/2 Acre
- Residential 1/3 Acre
- Residential 1/4 Acre
- Village Commercial District
- Mixed Use
- Light Industrial District
- Agricultural
- Telecommunications Tower
- Transitional
- Utility
- General Residential Townhouse
- Regional Commercial District
- Planned Unit Development
- To Be Determined

Beaufort Road Names

Beaufort Roads

- Roads
- Major Roads

Hampton Road Names

Hampton Roads

- Roads
- Major Roads
- Interstate

Jasper Road Names

Jasper Roads

- Roads
- Major Roads
- Interstate

- Railroads
- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary

Note:
Zoning

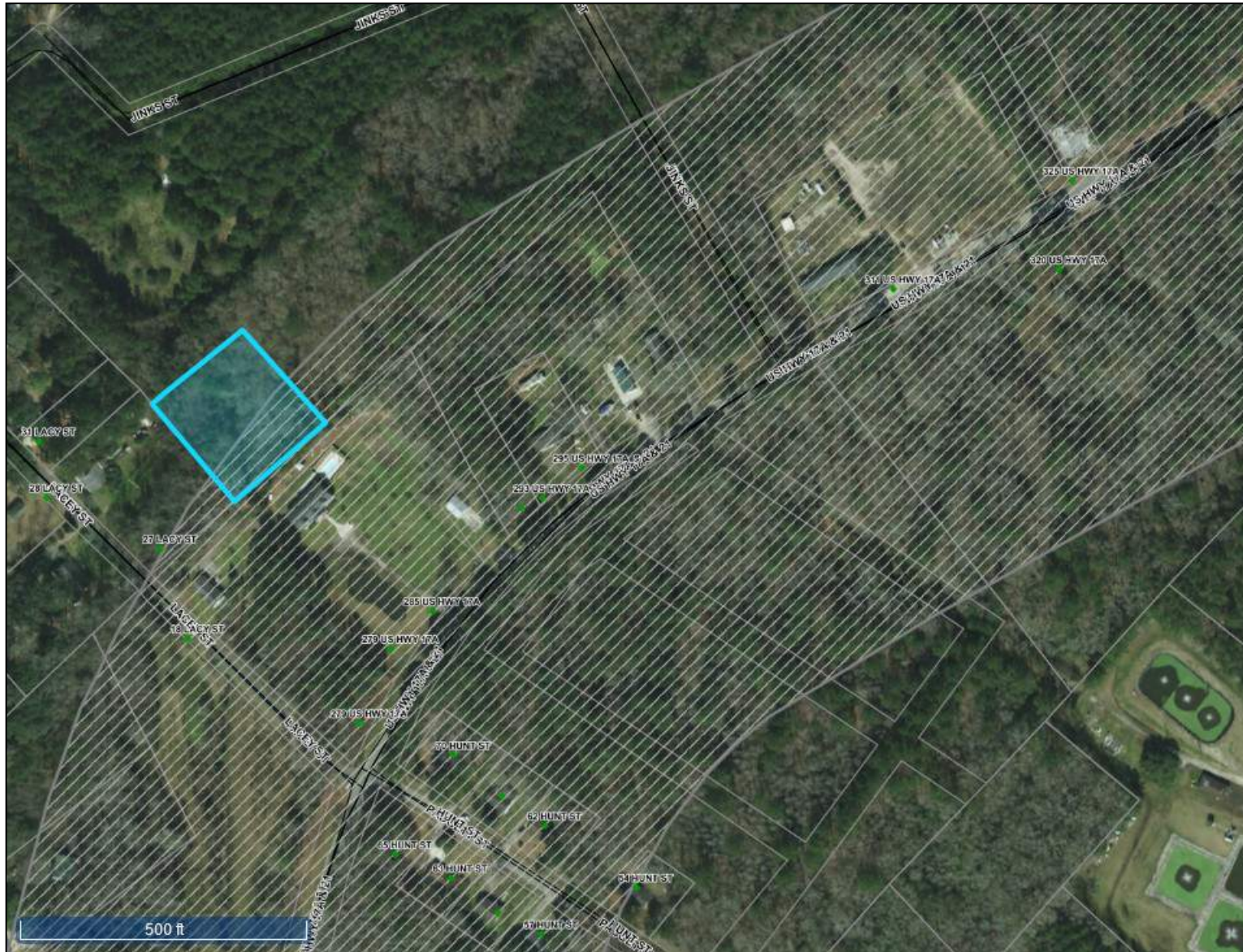
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22 Sep, 2023



18 Lacey St Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- ◆ Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper
- ▭ Highway Corridor Overlay District
- ▭ Beaufort Road Names
- Beaufort Roads**
 - Roads
 - Major Roads
- Hampton Road Names**
- Hampton Roads**
 - Roads
 - Major Roads
 - Interstate
- Jasper Road Names**
- Jasper Roads**
 - Roads
 - Major Roads
 - Interstate
- ✂ Railroads
- ▭ County Boundary Beaufort
- ▭ County Boundary Hampton
- ▭ County Boundary Jasper
- ▭ Yemassee Boundary

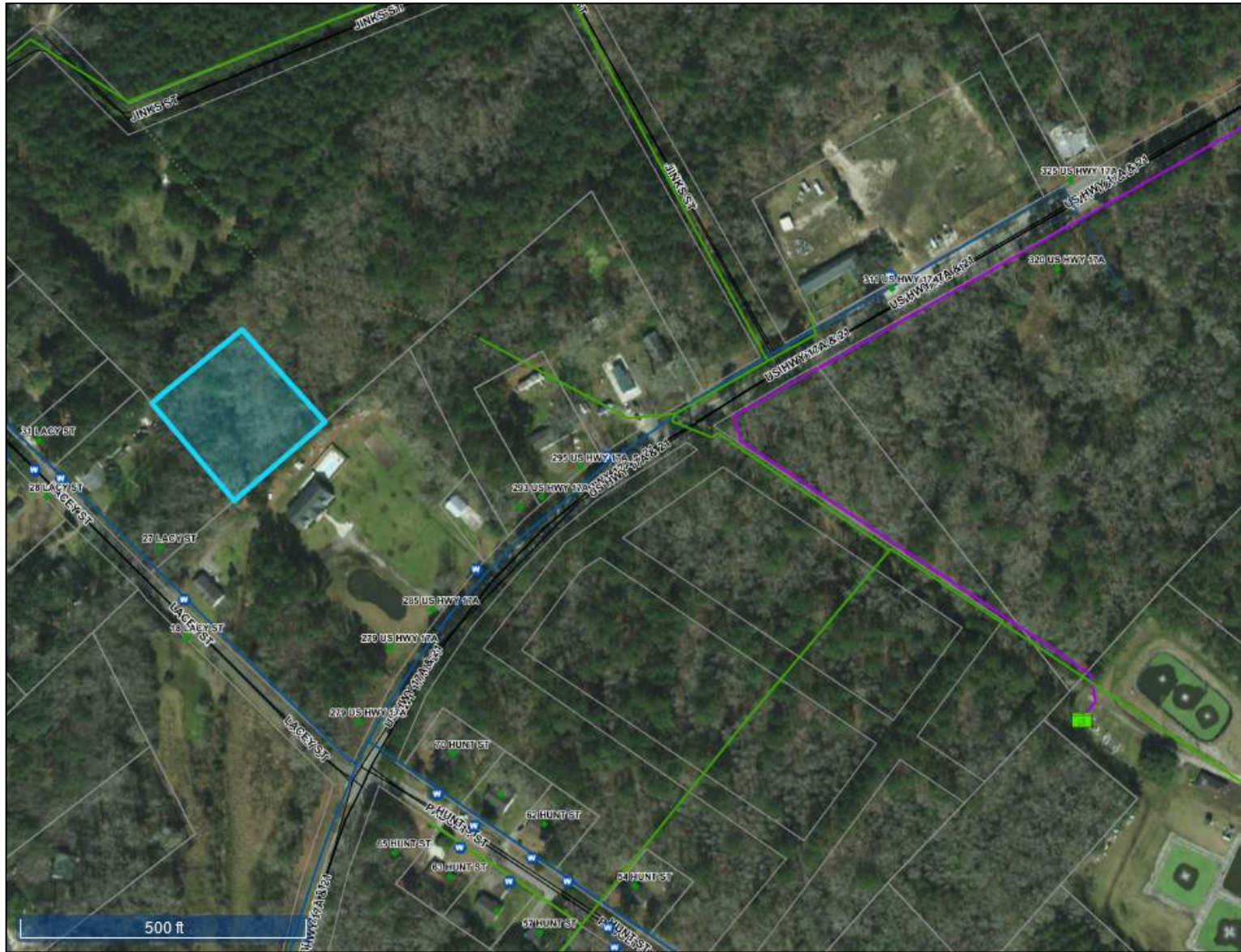
22 Sep, 2023

Note:
Highway Corridor Overlay Dist

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18 Lacey St Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
- Address Points Beaufort Parcels Beaufort
- ◆ Address Points Hampton
- Address Points Hampton Parcels Hampton
- ◆ Address Points Jasper
- Address Points Jasper Parcels Jasper
- Sewer Lift Stations

Sewer Lines

- Main
- Service
- Force Main
- Effluent Line
- Inactive Main
- Inactive Service
- Inactive Force Main
- Inactive Effluent Line
- Abandoned Main
- Abandoned Service
- Abandoned Force Main
- Abandoned Effluent Line

Fire Hydrants Water Meters

Water Lines

- Water Main Line
- Water Service Line
- Water Fire Line
- Inactive Water Main Line
- Inactive Water Service Line
- Inactive Water Fire Line
- Abandoned Water Main Line
- Abandoned Water Service Line
- Abandoned Water Fire Line

Beaufort Road Names Beaufort Roads

- Roads
- Major Roads

Hampton Road Names Hampton Roads

- Roads
- Major Roads
- Interstate

Jasper Road Names Jasper Roads

- Roads
- Major Roads
- Interstate

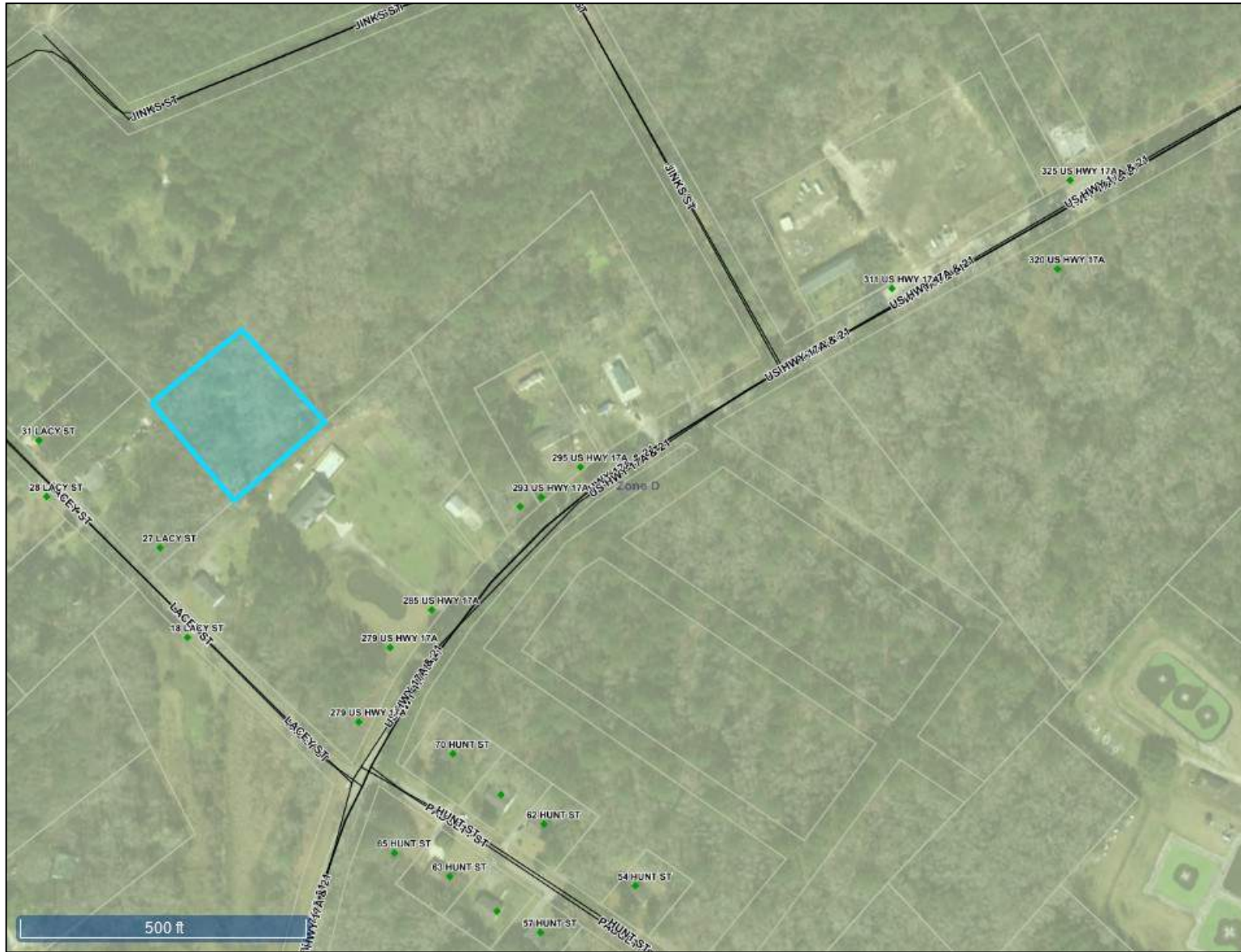
Note:
LRWS Infrastructure

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22 Sep, 2023



18 Lacey St Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- ◆ Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper
- Police Patrol Zones**

- Zone A
- Zone B
- Zone C - Yemassee Core
- Zone C - Sheldon
- Zone D

Beaufort Road Names

- Roads
- Major Roads

Hampton Road Names

- Roads
- Major Roads
- Interstate

Jasper Road Names

- Roads
- Major Roads
- Interstate

Railroads

- County Boundary Beaufort
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22 Sep, 2023

Note:
Police Patrol Zones

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18 Lacey St Zoning Map Amendment



Legend

- ◆ Address Points Beaufort
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- Parcels Jasper
- ...

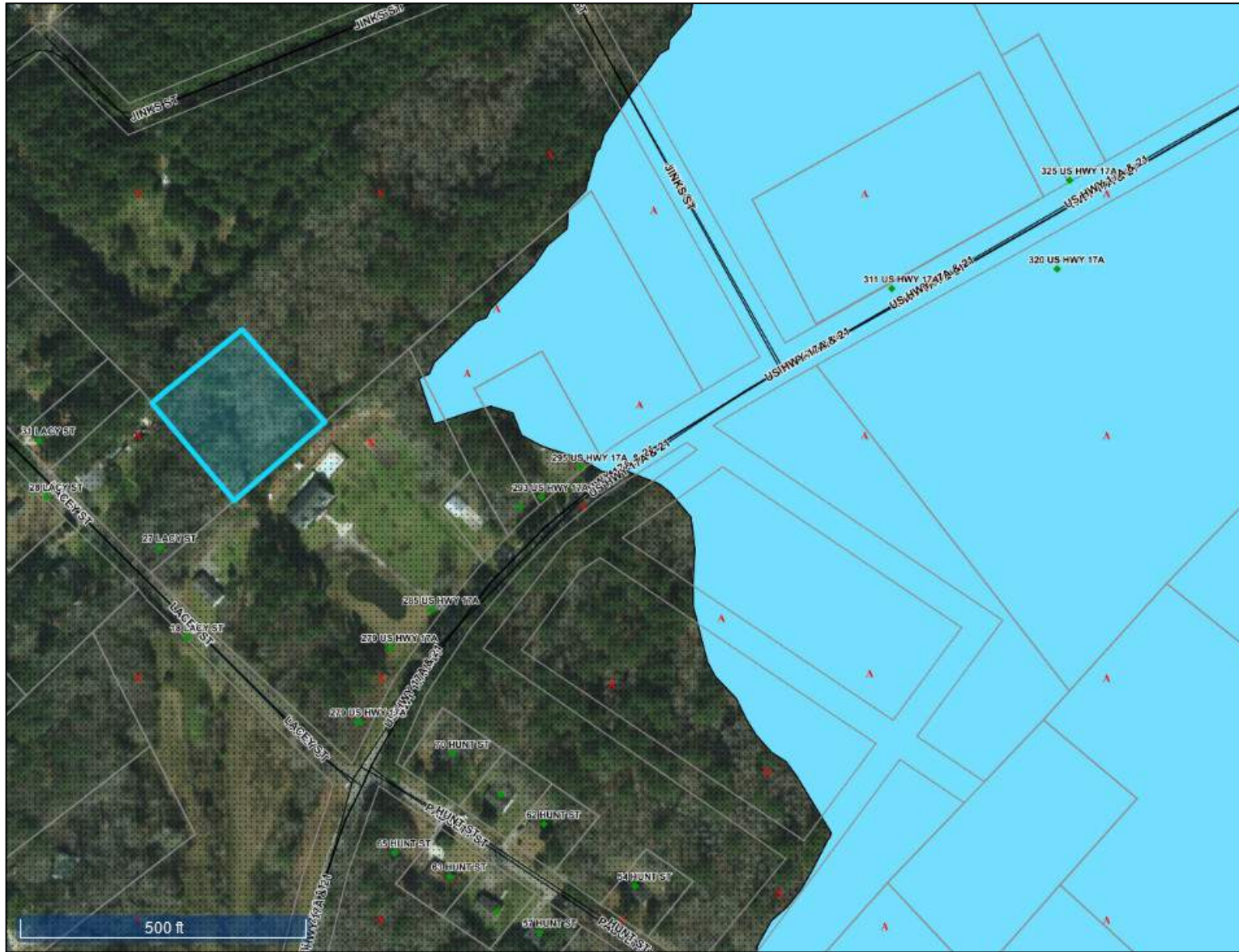
22 Sep, 2023

Note:
Police Patrol Grids

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18 Lacey St Zoning Map Amendment



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- ◆ Address Points Beaufort
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- Parcels Jasper
- Beaufort Road Names
- / Roads
- / Major Roads
- Hampton Road Names
- Hampton Roads
- / Roads
- / Major Roads
- / Interstate
- Jasper Road Names
- Jasper Roads
- / Roads
- / Major Roads
- / Interstate
- Railroads
- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary
- Base Flood Elevations Beaufort
- Base Flood Elevations Hampton
- Base Flood Elevations Jasper
- Flood Zones Beaufort
- 1% Annual Chance Flood Hazard
- Zones A, AE, A99, AO, AH, AR, V, VE
- Regulatory Floodway
- Zone AE
- 0.2% Annual Chance Flood Hazard
- Zone X
- Future Conditions 1% Annual Chance Flood Hazard
- Zone X
- Area with Reduced Risk Due to Levee
- Zone X
- Area of Minimal Hazard
- Zone X

22 Sep, 2023

Note:
FEMA Floodplains

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18 Lacey St Zoning Map Amendment



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- Beaufort Road Names
- Major Roads
- Hampton Road Names
- Hampton Roads
- Jasper Road Names
- Jasper Roads
- Railroads
- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary
- Beaufort NWI
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine
- Hampton NWI
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

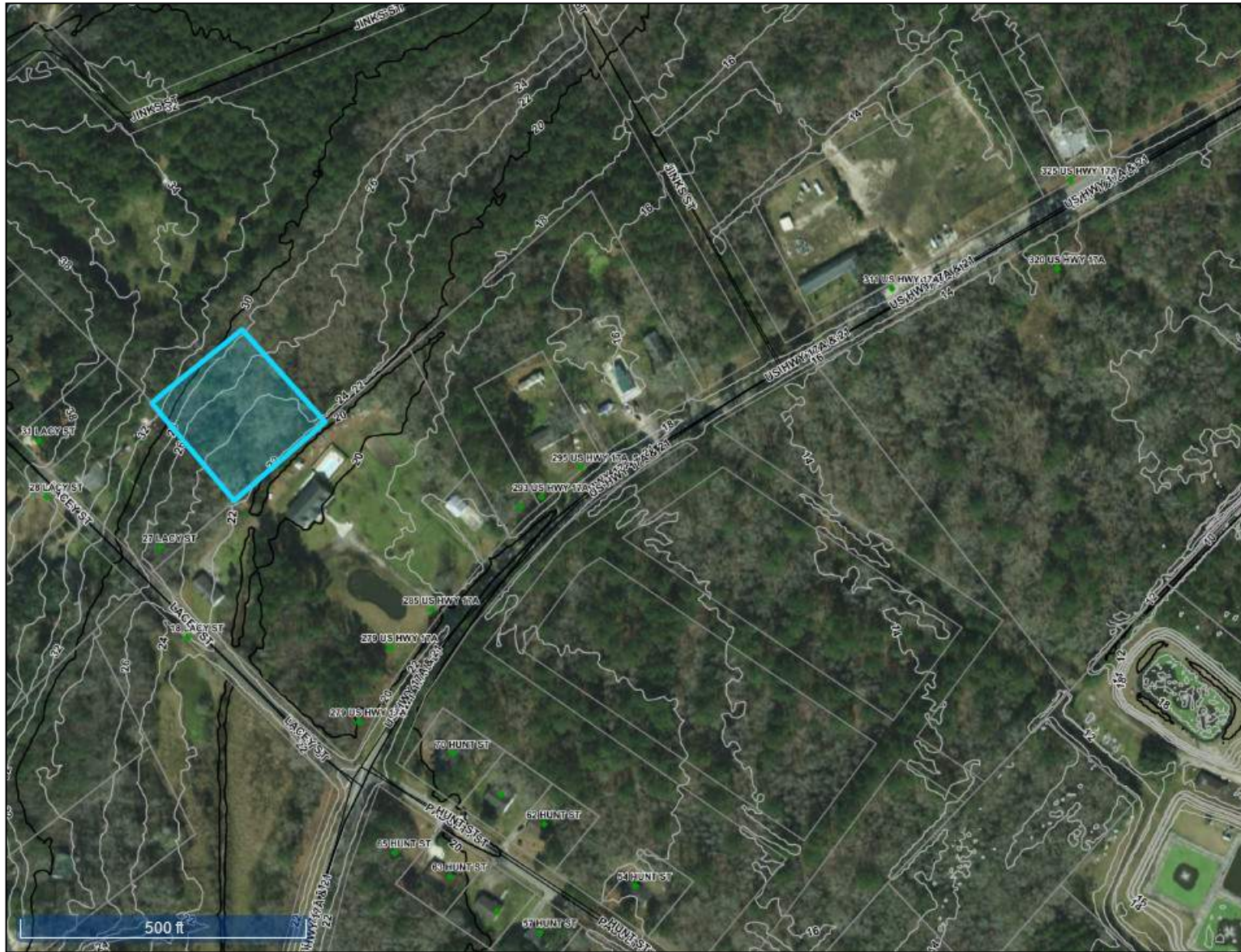
22 Sep, 2023

Note:
National Wetland Inventory

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18 Lacey St Zoning Map Amendment



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- Beaufort Road Names
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- / Major Roads
- Hampton Road Names
- Hampton Roads
- / Roads
- / Major Roads
- / Interstate
- Jasper Road Names
- Jasper Roads
- / Roads
- / Major Roads
- / Interstate
- Railroads
- County Boundary Beaufort
- County Boundary Hampton
- County Boundary Jasper
- Yemassee Boundary
- Beaufort Contour Labels
- Beaufort Contours
- / Major
- / Minor
- Hampton Contour Labels
- Hampton Contours
- / Major
- / Minor
- Jasper Contour Labels
- Jasper Contours
- / Major
- / Minor

Note:
Elevation Contours

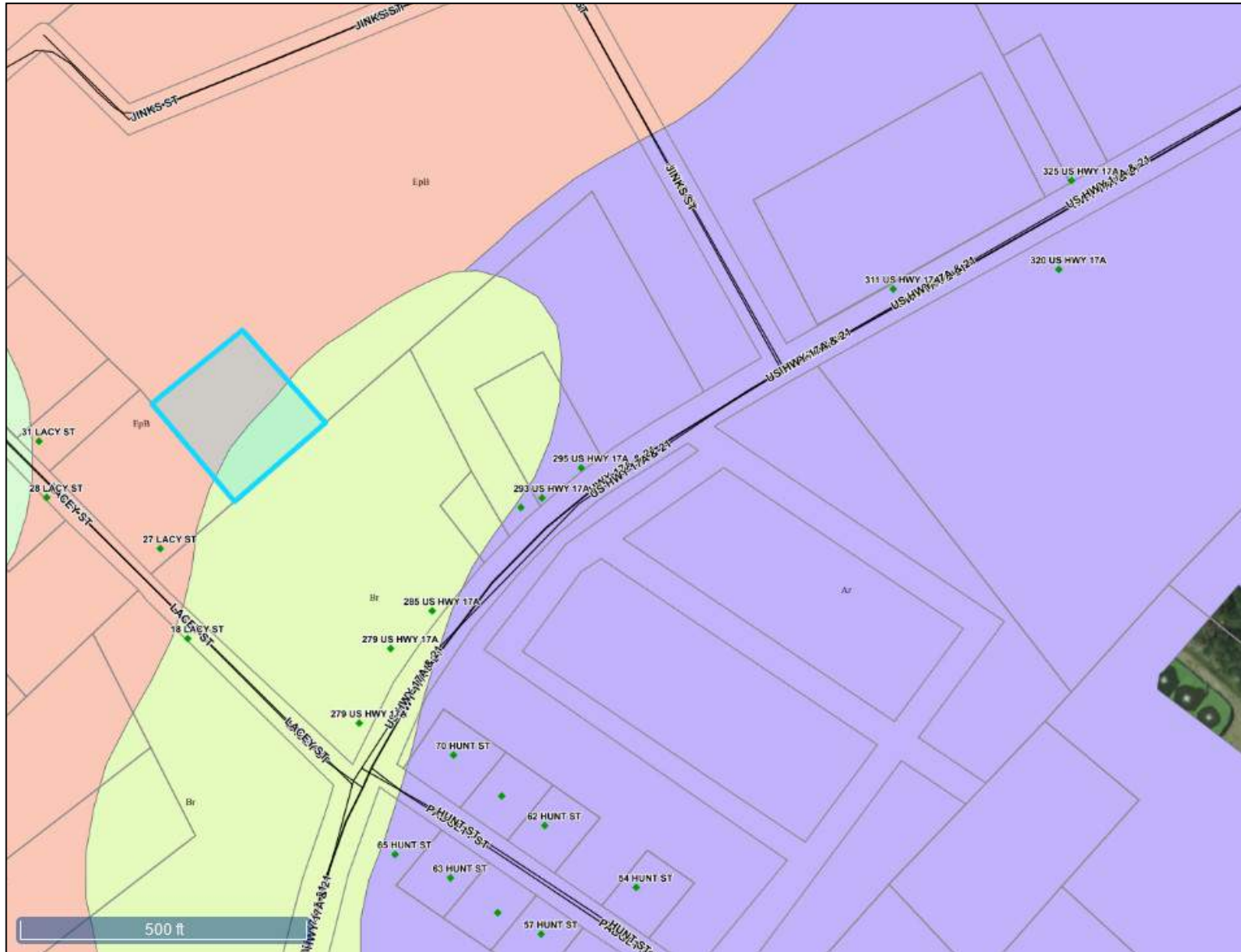
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22 Sep, 2023



18 Lacey St Zoning Map Amendment



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Beaufort Roads

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Jasper Roads

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Railroads

- County Boundary Beaufort
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- Yemassee Boundary

22 Sep, 2023

Note:
Soil Classifications

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Recommended Motion

(18 Lacey St Zoning Map Amendment)

“I make the motion to accept the Zoning Map Amendment Application for Michelle Hagan at 18 Lacey St and to schedule a Public Hearing at the November Planning Commission meeting”.