39

200800004604 09/02/2008 AT 10:17 AM
OR Volume 0693 Page 0001 - 0039
Filed for Record in JASPER COUNTY
Agreement Fee: $45.00

WHEREAS, the Development Agreement for Okatie Crossings Tract, Hardeeville, South Carolina, by and among Horne Real Estate, LLC, Sembler Atlanta, Inc., and the City of Hardeeville was recorded on June 23, 2008, in the Beaufort County Records in Book 2737 at Page 1, and in the Jasper County Records on June 23, 2008, in Book 674 at Page 1; and

WHEREAS, by scrivener's error, the property description in Exhibit A to Development Agreement did not include a parcel designated as an additional **"Parcel 2" containing 1.687 acres, more or less,** as shown on the **revised "Plat"** recorded in the Beaufort County Records on July 21, 2008, in **Plat Book 125 at Page 170**, and in the Jasper County Records on July 21, 2008, in **Plat Book 31 at Page 166**; and

WHEREAS, the Beaufort County Tax Parcel ID #R603 021 000 0297 0000 for such additional "Parcel 2" was included in the property description in Exhibit A to Development Agreement; and

WHEREAS, it is the intent of the parties to add this additional "Parcel 2" to Exhibit A to Development Agreement and to cite also the above-mentioned revised Plat; and

WHEREAS, additionally, it is the intent of the parties to re-record only the actual Development Agreement portion (through Page 33) and the corrected Exhibit A, NUNC PRO TUNC.

Corrected and submitted on behalf of the Authorized Attorney.

By:_____
Sarah F. Robertson
McNAIR LAW FIRM, P.A.

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF BEAUFORT

I, the undersigned Notary Public do certify that Sarah F. Robertson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my official seal this the 29th day of August, 2008.

_____(SEAL)
Notary Public for South Carolina
Laureen J. Kangas
My Commission Expires
February 14, 2016

My commission expires:_____

This document was prepared by:
Sarah F. Robertson
McNair Law Firm, P.A.
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DEVELOPMENT AGREEMENT

OKATIE CROSSINGS TRACT

HARDEEVILLE, SOUTH CAROLINA

OKATIE CROSSINGS
DEVELOPMENT AGREEMENT
TABLE OF CONTENTS

Section		Page
I.	RECITALS.	2
II.	DEFINITIONS	2
	A. Definitions	2
	B. Other Definitions.	6
III.	TERM.	6
IV.	DEVELOPMENT OF THE PROPERTY	6
V.	CHANGES TO ZONING REGULATIONS.	6
VI.	TRANSFER OF DEVELOPMENT RIGHTS	7
	A. Right to Assign.	7
	B. Notice of Assignment.	7
	C. Release from Agreement	7
VII.	DEVELOPMENT SCHEDULE.	7
VIII.	DENSITY, USES, AND ACREAGE	8
	A. Use.	8
	B. Acreage.	8
	C. Wetland Acreage	8
	D. Commercial and Residential Development.	8
	E. Non-Residential Intensity.	8
IX.	EFFECT OF FUTURE ORDINANCES OR REGULATIONS OF THE CITY.	9
X.	ROADS, INFRASTRUCTURE, AND SERVICES.	9
	A. Private Roads.	9
	B. Public Roads	10
	C. Potable Water.	15
	D. Water and Sewer Required.	15
	E. Sewage Treatment and Disposal.	15
	F. Use of Effluent.	15
	G. Police Services.	15
	H. Fire Services	16
	I. Sanitation Services.	16
	J. Recreation Services.	16
	K. Library Services.	16
	L. Emergency Medical Services (EMS).	16
	M. Drainage System.	16
	N. Storm Water Quality.	17
XI.	CONVEYANCES AND CONTRIBUTIONS.	17
	A. Administrative Charges for Professional Assistance.	17
	B. Conveyances of Property and Open Space Requirements	17
	C. No Other Dedications	17
	D. Development Fees	18
XII.	PERMITTING PROCEDURES.	21
	A. Phasing Allowed.	21
	B. Timeframe for Review by City.	21

C. Signage. 22
D. Architectural Review Guidelines. 22
E. Bond for Plat Recording. 22
F. Zoning Regulations. 22
G. No Additional Development Obligations. 22
H. Roadway Drainage Systems. 22
I. Plan Review Fees. 23
XIII. OWNER ENTITLEMENTS. 23
A. Water and Sewer Capacity. 23
B. Irrigation. 23
C. Public Transportation. 23
D. Telecommunications / Utility Easements. 23
E. Drainage Systems. 24
F. On-Site Burning. 24
G. Roadway Permitting. 24
H. City Services. 24
XIV. COMPLIANCE REVIEWS. 24
XV. DEFAULTS. 25
XVI. MODIFICATIONS OF AGREEMENT. 25
XVII. NOTICES. 26
XVIII. ENFORCEMENT. 26
XIX. GENERAL. 27
A. Subsequent Laws. 27
B. Estoppel Certificate. 27
C. Entire Agreement. 27
D. No Partnership or Joint Venture. 28
E. Exhibits. 28
F. Construction. 28
G. Severability. 28
H. Assignment. 28
I. Governing Law. 28
J. Counterparts. 28
K. Agreement to Cooperate. 28
L. Eminent Domain. 28
M. No Third Party Beneficiaries. 28
N. Effective Date. 28
O. Approvals. 28
P. Hierarchy of Documents 29
Q. Adjacent Property 29
XX. STATEMENT OF REQUIRED PROVISIONS. 29
A. Legal Description of Property and Legal and Equitable Owners. 29
B. Duration of Agreement. 29
C. Permitted Uses, Densities, Building Heights and Intensities. 29
D. Required Public Facilities. 29
E. Dedication of Land and Provisions to Protect Environmentally Sensitive Areas. 29
F. Local Development Permits. 30

G. Comprehensive Plan and Development Agreement. 30
H. Terms for Public Health, Safety and Welfare. 30
I. Historical Structures....30

EXHIBITS

A Property Description
B Okatie Crossings Tract Planned Development District Standards
C Okatie Crossings Tract Planned Development District Ordinance
D Form of Partial Assignment of Rights and Obligations
E Development Schedule
F Road Improvements
G-1 Commercial Fees - Jasper County
G-2 Commercial Fees - Beaufort County

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)
COUNTY OF BEAUFORT)

DEVELOPMENT AGREEMENT
OKATIE CROSSING TRACT

This Development Agreement ("Agreement") is made and entered into this 19th day of June, 2008, by and among **Horne Real Estate, LLC**, Tennessee limited liability company ("Owner"), **Sembler Atlanta, Inc.**, a Georgia corporation ("Equitable Owner" or "Developer"), and the governmental authority of the **City of Hardeeville, South Carolina** ("City").

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 city governments, to enter into Development Agreements with owners to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and

WHEREAS, Owner is the landowner of approximately 282 acres, generally known as the Okatie Crossings Tract as more particularly described in Exhibit A ("Property"); and

WHEREAS, Owner has entered into a contract to sell the Property to Developer, the Equitable Owner of the Property; and

WHEREAS, Owner or Developer intend to develop all or portions of the Property primarily for commercial uses; and

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

WHEREAS, the City finds that the program of development proposed by Owner and Developer for the Property is consistent with the City's comprehensive land use plan and land

development regulations as defined herein; and will further the health, safety, welfare and economic well being of the City and its residents; and

WHEREAS, the program for development of the Property presents an opportunity for the City to secure quality planning and growth to protect the environment and strengthen and improve the tax base; and

WHEREAS, this Development Agreement is being made and entered among Owner, Developer, and the City, under the terms of the Act, for the purpose of providing assurances to Owner and Developer that Development of the Property may proceed in accordance with the Planned Development District ("PDD") development plan submitted for the Property under the terms hereof, as hereinafter defined, consistent with the approved Planned Development District Standards ("PDD Standards") (as hereinafter defined), without encountering future changes in law which would materially affect the ability to develop under the PDD Standards, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the City, and for the purpose of providing certain funding and funding sources to assist the City in meeting the service and infrastructure needs associated with the development authorized hereunder.

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

I. RECITALS.

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

II. DEFINITIONS.

A. Definitions. As used herein:

"**Act**" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina 1976, as amended; incorporated herein by reference.

"Adjustment Factor" shall mean the percentage applied to determine Development Fees under this Agreement. Initially, the Adjustment Factor shall be 106.09% through December 31, 2011. Thereafter, the Adjustment Factor shall be 106.09% plus the greater of 3% per annum, or the annual CPI percentage increase, compounded for each succeeding year beginning July 1, 2008 (such being the Adjustment Factor applicable to other Development Agreements with the City, such as Hilton Head Lakes, Hardeeville Tract, Sherwood Tract, etc.), unless there has been permitted on the Property at least 800,000 square feet of commercial building space by December

31, 2011, in which case the Adjustment Factor shall remain at 106.09% for the remainder of the Term.

"**Agreement**" or "**Development Agreement**" shall mean this Development Agreement as may be hereafter amended.

"**BJWSA**" shall mean the Beaufort/Jasper Water and Sewer Authority, its successors or assigns.

"**Builder**" shall mean any Person applying for a building permit to construct a structure on a portion of the Property.

"**City**" shall mean the City of Hardeeville, South Carolina.

"**Conceptual Master Plan**" shall mean the schematic Conceptual Master Plan dated June 2, 2008 attached to the Planned Development District Standards.

"**County**" shall mean Jasper County and Beaufort County, South Carolina, as applicable.

"**Developer**" means Sembler Atlanta, Inc., a Georgia corporation, its successors and assigns, including, without limitation, any Subsequent Developer.

"**Development**" shall mean development, as defined in the MZDO, that may be undertaken on all or portions of the Property and construction of improvements thereon.

"**Development Fees**" or "**Developer Fees**" shall have the meaning set forth in Section XII(K), and include without limitation Fire Development Fees, Police Development Fees, Park Development Fees, Library Development Fees, School Development Fees, and Road Development Fees.

"**Development Rights**" shall mean all rights provided for the Development of the Property in accordance with the Zoning Regulations.

"**DHEC**" shall mean the South Carolina Department of Health and Environmental Control.

"Equitable Owner" means Sembler Atlanta, Inc., a Georgia corporation, its successors and assigns.

"**Fire Fund**" shall mean the segregated interest-bearing account held by the City into which all Fire Development Fees are deposited, and may contain a further segregated account for Beaufort Fire Impact Fees collected against that portion of the Property located in Beaufort County.

"**Library Fund**" shall mean the segregated interest-bearing account to be held by the City into which all Library Development Fees are deposited, and may contain a further segregated account for Beaufort County Library Impact Fees collected against that portion of the Property located in Beaufort County.

"**Master Plan**" shall have the meaning given in Section 7.4.E of the MZDO.

"**Municipal Improvement District**" shall mean a district which may be created by the City for the public infrastructure improvements to be located on the Property pursuant to the Section 5-37-10 et seq. of the Code of Laws of South Carolina 1976, as amended.

"**Municipal Improvement District Bond**" shall mean any special assessment bond financing approved and obtained by the City for the Property, the proceeds of which are to be used for public infrastructure serving the Property, as more particularly described in Section 5-37-10 et seq. of the Code of Laws of South Carolina 1976, as amended.

"**MZDO**" shall mean the Municipal Zoning and Development Ordinance of the City of Hardeeville, South Carolina adopted March 20, 2008, a copy of which is attached as an Exhibit to the PDD Standards.

"**Near-Site Roads**" shall mean U.S. Highway 278 and U.S. Highway 170 and related intersections adjacent to or near the Property which connect to roads within the Property and distribute and carry traffic generated from or through the Property.

"**OCRM**" shall mean the Office of Ocean and Coastal Resource Management, an agency of the South Carolina Department of Health and Environmental Control.

"Off-Site Roads" means those roads that are not located within the boundaries of the Property and serve a regional transportation function.

"**Off-Site Roadway Fund**" shall mean the segregated interest-bearing account held by the City into which all Road Development Fees for construction of the eligible public roadways identified herein are deposited, and may contain a further segregated account for Beaufort County Road Impact Fees collected against that portion of the Property located in Beaufort County.

"**Okatie Crossings Tract**" or "**Property**" shall mean that certain tract of land described on Exhibit A.

"On-Site Roads" means those roads or portions of roads as shown on the Conceptual Master Plan which are within the boundaries of the Property, and also those portions of such roads as extend across, but not beyond, any intersection of a public road such roads traverse.

"**Owner**" means Horne Real Estate, LLC, Tennessee limited liability company, its successors and assigns, including, without limitation, Developer or any Subsequent Developer.

"**Park Fund**" shall mean the segregated interest-bearing account to be held by the City into which all Park Development Fees are deposited, and may contain a further segregated account for Beaufort County Park Impact Fees collected against that portion of the Property located in Beaufort County.

"PDD Ordinance" means the Okatie Crossings Tract Planned Development District ordinance approved by the City on June 19, 2008, a copy of which is attached as Exhibit C and incorporated into this Agreement.

"PDD Standards" means the land development regulations for the Property attached as Exhibit B as adopted by the City through the PDD Ordinance, also sometimes referred to as the "Zoning Regulations."

"**Person**" means any individual, limited liability company, limited liability partnership, partnership, corporation, trust or other person or entity.

"**Police Fund**" shall mean the segregated interest-bearing account to be held by the City into which all Police Development Fees are deposited.

"**Project**" shall mean the Development to occur on the Property.

"**Property**" shall mean that certain tract of land described in the attached Exhibit A, also known as the Okatie Crossings Tract.

"**Residential Dwelling Unit**" shall mean a building or portion of a building arranged or designed to provide living quarters for one or more persons, including provisions for living, sleeping, eating, cooking and sanitation.

"SCDOT" means the South Carolina Department of Transportation.

"**School Fund**" shall mean the segregated interest-bearing account to be held by the City into which School Development Fees are deposited, and may contain a further segregated account for Beaufort County School Fees collected against that portion of the Property located in Beaufort County.

"**Subsequent Developer**" means any and all successors in title or lessees of Owner or Developer or lessees of Owner's successor(s) in title who: (a) undertake Development of any portion of the Property; (b) are transferred in writing from Owner or Owner's successors and assigns an interest and/or title to all or a portion of the Property; and (c) are assigned all or a portion of Development Rights.

"**Tax Increment Finance District**" shall mean any tax increment financing district approved for all or a portion of the Property by the City or County pursuant to the Tax Increment Financing Law, codified as Chapter 6, Title 31 of the Code of Laws of South Carolina 1976, as amended.

"**Term**" means the duration of this Agreement as set forth in Section III hereof.

"**Zoning Regulations**" means the land development standards for the Property as set forth in: (a) the PDD Standards adopted for the Property, and all the attachments thereto, including but not being limited to the Conceptual Master Plan, narratives, descriptions, uses, and site development standards therein, a copy of which is attached hereto as "Exhibit B" and incorporated by reference;

(b) this Agreement; and (c) the MZDO dated March 20, 2008, except as the provisions thereof may be clarified or modified by the terms of the PDD Standards.

B. Other Definitions. Other capitalized terms within this Development Agreement, if not defined herein shall have the same definitions as set forth in the PDD Standards, or as may be defined in the MZDO, as the context indicates.

III. TERM.

The term of this Agreement shall commence on the date this Agreement is executed by the parties and terminate five (5) years thereafter; provided, however, that the terms of this Agreement may be renewed by mutual agreement of the parties for two successive five (5) year periods absent a material breach of any terms of this Agreement by Owner, its successors or assigns, during the initial or any renewal terms, as applicable. Upon expiration of the term of this Agreement and any applicable extensions, Owner, its successors or assigns, shall have no further obligations under this Agreement, unless funds are obtained by Owner, its successors or assigns, through public financing, in which case Owner, its successors or assigns, as applicable, shall be obligated to complete the infrastructure to be financed through such public financing, or are a continuing or executory obligation under this Agreement not yet fulfilled or satisfied by the Owner, Developer, or Subsequent Developer, their successors and/or assigns, as applicable.

IV. DEVELOPMENT OF THE PROPERTY.

All Development of the Property, if any, shall be completed in accordance with the Zoning Regulations. All costs charged by or to the City for reviews required by the MZDO shall be paid by the Person applying for such review as generally charged throughout the City for plan review. The City shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by the Zoning Regulations. Notwithstanding any provision of this Agreement, City acknowledges that neither Owner nor Developer shall be obligated under any circumstance to undertake any Development of the Property, unless funds are obtained by Owner, its successors or assigns, through public financing, in which case Owner, its successors or assigns, as applicable, shall be obligated to complete the infrastructure to be financed through such public financing.

V. CHANGES TO ZONING REGULATIONS.

The Zoning Regulations relating to the Property subject to this Agreement shall not be amended or modified during the Term without the express written consent of the Owner or its successors or assigns, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which Owner or its successors or assigns shall have the right to challenge.

VI. TRANSFER OF DEVELOPMENT RIGHTS.

A. Right to Assign.

1. Owner or its successors or assigns shall have the right to sell, transfer, ground lease, or assign Development Rights associated with the Property in whole or in part to any Person (an "Assignee") upon written notice to the City in accordance with the notification provisions of Section VI(B) below; provided, however, that the Property subject to the sale, transfer, or assignment of any right or interest under this Agreement shall have been first subdivided in accordance with subdivision plats approved under the Zoning Regulations.

2. Unless released from the terms of this Agreement as set forth in Section VI(C) below, Owner or a Subsequent Developer shall continue to be subject to the terms of this Agreement with respect to Development of portions of the Property retained by Owner or a Subsequent Developer.

B. Notice of Assignment. Concurrently with a sale, transfer, ground lease, or assignment of the Property, Owner or a Subsequent Developer, as may be applicable, shall notify the City, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and a description of the specific Development Rights and any obligations assigned to the assignee. Subsequent 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 City an acknowledgment of this Agreement and a commitment to be bound by it. Upon the transfer of title to all or a portion of the Property by Owner or a Subsequent Developer, as may be applicable, to any Subsequent Developer, and provided the documents required by this Agreement have been properly executed and delivered, Owner or a Subsequent Developer shall no longer be responsible or liable for future Development, fees, and other obligations related to the portion of the Property and the Development Rights conveyed except as otherwise provided in this Agreement.

C. Release from Agreement. It is expressly acknowledged that Owner or a Subsequent Developer may assign certain Development Rights to Subsequent Developers. Owner and/or Subsequent Developer, as may be applicable, shall be released from the terms of this Agreement in connection with assigning such obligations along with Development Rights to a Subsequent Developer, provided that all obligations associated with the Property or Development Rights assigned are expressly assumed by the assignee. The form of Partial Assignment of Rights and Obligations, attached as Exhibit D, is hereby approved by the City as an allowable and acceptable form for transferring the obligations and rights to be set forth therein and for releasing Owner or a Subsequent Developer, as applicable, from all or a portion of the obligations of this Agreement.

VII. DEVELOPMENT SCHEDULE.

It is anticipated that Developer shall develop the Property generally in accordance with the Development Schedule attached as Exhibit E ("Development Schedule"), or as may be amended by Developer in the future to reflect actual market absorption. Development may occur faster or slower

than as set forth in Development Schedule, as a matter of right. Pursuant to the Act, the failure of the Owner, Developer and any Subsequent Developer to meet the initial Development Schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the Development Schedule shall be judged by the totality of circumstances, including but not limited to the Owner, Developer and Subsequent Developer(s) good faith efforts to attain compliance with the Development Schedule. These schedules are planning and forecasting tools only, and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace if market conditions support a faster pace. Furthermore, periodic adjustments to the Development Schedule which may be submitted unilaterally by Owner, Developer or Subsequent Developers in the future, shall not be considered a material amendment or breach of the Agreement. The fact that actual Development may be completed at a different pace or may not be completed at all in Developer's sole and absolute discretion is expected and shall not be considered a default hereunder.

VIII. DENSITY, USES, AND ACREAGE.

A. Use. Currently, Development on the Property is planned to consist primarily of commercial development with some multi-family residential development which shall be limited to the total densities and uses set forth in the PDD Standards and as shown on the Conceptual Master Plan. As specified in the PDD Standards, the location of lots, buildings, and other elements may vary at the time of Master Plan submittal when more specific designs are available, as long as the general concept of development shown on the Conceptual Master Plan is followed..

B. Acreage. Including jurisdictional wetlands, the Property is comprised of approximately 282 acres, of which there are approximately 4 acres are of jurisdictional wetlands, and 278 acres of highland acreage.

C. Wetland Acreage. Notwithstanding any other provision of the PDD Standards or this Agreement to the contrary, the parties understand that the acreages of wetlands and non-wetlands set forth in the PDD Standards are based upon the jurisdiction assumed by the US Army Corps of Engineers (the "Corps") and/or OCRM as of the date of this Agreement, and in the event that it is determined that the jurisdiction of the Corps or OCRM is less than assumed, the acreage of wetlands and non-wetlands set forth in the PDD Standards and this Agreement shall be adjusted accordingly, as determined by Owner or Developer.

D. Commercial and Residential Development. Owner or a Subsequent Developer shall have the right to utilize a portion of the Property as residential acreage for Multi-Family Residential Dwelling, in accordance with the provisions and requirements of the PDD Standards, and subject to the limitation that there may be no more than one thousand (1,000) Residential Dwelling Units on the Property. Owner or a Subsequent Developer shall notify the City of Owner's or a Subsequent Developer's intention to utilize acreage within the Property for residential purposes within a timely manner.

E. Non-Residential Intensity. Non-residential uses shall have no cap placed on building intensity (building square footage/acre), provided compliance with height, storm-water, parking, buffering, landscaping and other site design requirements of the PDD Standards are met.

Hotel/Inn or Bed and Breakfast Properties, and assisted living, congregate care, and nursing home facilities shall not have a specified dwelling unit per acre maximum, provided compliance with height, storm-water, parking, buffering, landscaping and other site design requirements of the PDD Standards are met. These uses will not be considered residential uses, and such uses therefore will not require any conversion of commercial acreage. All non-residential development shall be subject to the provisions of the PDD Standards.

IX. EFFECT OF FUTURE ORDINANCES OR REGULATIONS OF THE CITY.

A. Owner and Subsequent Developers shall have vested rights to undertake Development of any portion or all of the Property in accordance with the Zoning Regulations, as may be modified in the future with the approval of Owner or a Subsequent Developer pursuant to the terms hereof, or in accordance with this Agreement or statutory authority under the Act for the entirety of the Term. Future enactments of, or changes or amendments to the City ordinances, including zoning or development standards ordinances which conflict with the Zoning Regulations (except those addressing procedural matters) shall not apply to the Property unless the procedures and provisions of § 6-31-80(B) of the Act are followed, and which Owner or a Subsequent Developer shall have the right to challenge. Notwithstanding the above, the Property will be subject to then current fire safety standards and state and/or federal environmental quality standards of general application.

B. The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, or any ad valorem tax of general application throughout the City found by the City Council to be necessary to protect the health and safety of the citizens of the City.

X. ROADS, INFRASTRUCTURE, AND SERVICES.

The City, Owner and Developer recognize that Owner, Developer, or a Subsequent Developer shall be responsible for the majority of the direct costs associated with the Development of the Property, and many other necessary services will be provided by other governmental or quasi-governmental entities, and not by the City. The City agrees to reasonably cooperate with Owner, Developer, or a Subsequent Developer to establish Multi-County Business Park and fee in lieu of property taxes (FILOT) agreements, Municipal Improvement District financing, and/or other public financing programs to provide additional financing for the Development of the Property pursuant to this Development Agreement; provided, however, that the City shall not be required to allocate any portion of the City's millage or tax revenue for such public financing. For clarification, the parties make specific note of and acknowledge the following:

A. Private Roads. All private roads within the Property shall be constructed by Owner, Developer, or a Subsequent Developer, or other parties, as applicable, and maintained by Owner, Developer, or a Subsequent Developer or dedicated for maintenance to other appropriate entities, as applicable. A description of Owner's, Developer's, or a Subsequent Developer's obligations regarding road improvements is attached as Exhibit F. The City will not be responsible for the construction or maintenance of any private roads within the Property, unless the City specifically agrees to do so in the future. In the event a private road within the Property is constructed to either

SCDOT or City standards, and is acceptable as a public road, the City may consider a request to take ownership and assume responsibility for the maintenance of same upon the request of the person or entity which has ownership of the road. The City is under no obligation to accept any private road. If such an offer is made and accepted, the road will become a public road. The City may consider acceptance of any attendant drainage systems separately from acceptance of any road. The City is under no obligation to accept any drainage system for private roads. The recording of a final plat or plan subdividing a portion of the Property shall not constitute an offer to deed or dedicate any or all streets and rights of ways shown thereon to the City, or any other person or entity, nor as acceptance by the City of the dedication absent an express written agreement to do so.

B. Public Roads.

1. Access to Property. The Property is served by existing public roads and direct access to South Carolina Highway 170 and U.S. Highway 278. All existing public roads outside the Property that serve the Property are under the ownership and jurisdiction of the State of South Carolina regarding access, construction, improvements and maintenance. Owner and Developer acknowledges that Owner, Developer, and Subsequent Developers must comply with all applicable state statutes and rules and regulations of the SCDOT or its successor regarding access and use of such public roads. Future public roads may serve the Property. The City shall not be responsible for construction, improvements or maintenance of the public roads which now or hereafter serve the Property, unless set forth in this Agreement or the City otherwise agrees. Prior to or in conjunction with Master Plan approval, Owner, Developer, or a Subsequent Developer shall complete a traffic impact assessment (Master Plan Traffic Impact Assessment) to identify expected traffic requirements for the entire Property, which may be modified and refined as subsequent Master Plans and required traffic impact analyses for specific areas of the Property are submitted to the City Council for approval . The recording of a final plat or plan subdividing a portion of the property shall not constitute an offer to deed or dedicate any or all streets and rights of ways shown thereon to the City, or any other person or entity, nor as an acceptance by the City absent an express written agreement to do so.

2. Near-Site Roads.

(a) South Carolina Highway 170 and U.S. Highway 278 ("Near-Site Roads") are the only improved public roads contiguous to the Property, which highways are under the jurisdiction of SCDOT regarding access, construction, maintenance, improvements and which is also under the jurisdiction of the Federal Highway Administration. Beaufort County is in the process of planning improvements for the Near-Site Roads and the intersection of the Near-Site Roads. It is contemplated that traffic from the Property will impact the Near-Site Roads.

(b) Owner, Developer, and/or Subsequent Developers, as applicable, shall have the right to design and construct, or cause to be designed and constructed, upon obtaining permits and rights of way from applicable governmental agencies and authorities, road improvements to the "Near-Site Roads" required for the Development of the Property provided that the design is in conformance with this

Agreement and capable of providing adequate capacity to accommodate and distribute the traffic generated by the Development of the Property. Traffic generation anticipated from the adjacent developments may require additional road improvements to the Near-Site Roads, both on and off the Property. Such additional Near-Site Road improvements may be included within the allowable design and construction contracts of those required for the Development of the Property, with funding of the additional improvements to be the responsibility of those developments causing the need for the increased road improvements (not including the Road Development Fees paid pursuant to this Agreement). The costs of the Near-Site Roads improvements required by the Development of the Property may be paid from (1) funds provided by Owner, Developer, or a Subsequent Developer; (2) funds obtained through a municipal improvement district (MID); (3) multi county business park and fee in lieu of taxes (FILOT) agreements; (4) other public financing programs as provided hereinafter; (5) future County impact fees; (6) Tax Increment Financing; or any combination of these or other sources that may be available.

(c) The City agrees to reasonably assist Owner, Developer, and Subsequent Developers, as applicable, in the acquisition of right of way necessary for the construction of the Near-Site Roads, including the use of eminent domain for a public purpose. The City and the Owner, Developer, and/or Subsequent Developer, as applicable shall consult and implement measures to mitigate adverse impacts from the siting of such right of way to adjacent landowners. Owner, Developer, and Subsequent Developer, as applicable, shall have no maintenance responsibility for the Near-Site Roads not on the Property following completion of construction of the Near-Site Roads, except as may be set forth within this Agreement.

3. On-Site Roads. Owner or Developer intends to, but unless public financing is utilized, is under no obligation to, construct roadways to traverse the Property to provide distribution of traffic generated on-site from the Development and to accommodate the traffic which has as its primary destination the commercial development proposed for the Property. Owner, Developer, or a Subsequent Developer shall have the right (and, if public financing is utilized, the obligation) to design and construct, or cause to be designed and constructed, upon obtaining permits from applicable governmental authorities, the road improvements located within the Property and their intersections as identified on the Conceptual Master Plan, provided the design is in conformance with this Agreement and capable of providing adequate capacity to accommodate and distribute the traffic generated by the Development of the Property. The costs of the road improvements may be paid by Owner, Developer, or a Subsequent Developer from (a) funds provided by Owner, Developer, or a Subsequent Developer; (b) funds obtained through a municipal improvement district (MID); (c) multi county business park and fee in lieu of taxes (FILOT) agreements; (d) other public financing program as provided hereinafter; (e) future County impact fees; (f) Tax Increment Financing; or any combination of these or other sources that may be available.

4. Public Financing for Roads. Notwithstanding anything contained herein to the contrary, in the event that (a) the Owner or Developer and the City jointly agree that the construction of the improvements to the Near-Site Roads required by the Development of the Property or for improvements to roads within the Property which shall be dedicated for public use is to be defrayed from the proceeds of Municipal Improvement District Bonds or from the receipts of assessments imposed upon the Property; (b) the City creates the Municipal Improvement District; (c) the City is able to issue Municipal Improvement District Bonds which are non-recourse to the City; and (d) suitable arrangements are made by Owner or Developer with the City to guarantee completion of the construction of such road improvements, then the Owner shall notify the City prior to the sale of the first parcel within the Property ("Assessment Notice"), whereupon the City shall take such action as necessary to implement a Municipal Improvement District with respect to the Property and issue Municipal Improvement District Bonds to provide proceeds in such amount as then current, definitive plans indicate to be necessary to complete such road improvements, which monies shall be made available to design, permit and construct such road improvements. Upon obtaining such funding (which may be in phases), the City shall cause the design, permitting and construction of such road improvements (which may be in phases). Nothing herein shall preclude the submission of a design/build proposal for the road improvements by Owner or Developer which complies with the procurement requirements of the City (unless otherwise exempted by agreement and/or ordinance). Further, notwithstanding the above, Owner or Developer may begin construction of the road improvements prior to the creation of the Municipal Improvement District, and provided the Municipal Improvement District Bonds are issued, Owner or Developer shall be reimbursed for any qualifying funds previously expended by Owner or Developer in the completion of the road improvements.

5. Conveyance of Roads. If the costs of the road improvements, water and sewer infrastructure, drainage systems, sidewalks, pathways, or related infrastructure are funded through a municipal improvement special district (MID) or other public financing program requiring public ownership of such public infrastructure improvements, Owner, Developer, or a Subsequent Developer, shall transfer title to the paved portions of such roads, the drainage systems, adjacent sidewalks, adjacent pathways, and related infrastructure constructed by Owner, Developer, or a Subsequent Developer not later than three (3) years after completion of such public infrastructure to the City or other governmental entity.

6. Landscaping of Roads. Any landscaping for roads within the Property shall be installed and perpetually maintained by Owner, Developer, a Subsequent Developer, or their successors or assigns, in a safe manner consistent with the landscape plan to be submitted to and approved by the City as part of the Master Plan approval process.

7. Maintenance of Roads and Drainage System. Notwithstanding the provisions of Section X(B)(3), Owner, Developer, or a Subsequent Developer, their successors and assigns, will have perpetual maintenance responsibility for un-paved portions of the right-of-way, the sidewalks and pathways, and the entire drainage system serving any rights-of-way conveyed to the City or other governmental entity. Owner, Developer, a Subsequent Developer, or their successors or assigns, shall reserve in the deeds of transfer to the City

easements for access for Owner, Developer, or a Subsequent Developer and/or an owners association created for the Property over such rights-of-way in order to perform such maintenance obligations.

8. Access Points. Existing access points for the Property from Highway 170 and Highway 278 are as shown on the Conceptual Master Plan. The access points as shown on the Conceptual Master Plan may be relocated by an amendment to the Conceptual Master Plan and/or the PDD Standards (if applicable) to accommodate traffic modeling information, wetlands, site specific characteristics and adjacent land uses as part of a future traffic management plan.

9. Final Location and Modification of Access Points. The final location of any unconstructed access points will be determined at the time of a Master Plan submittal for these areas. These accesses may be relocated to accommodate traffic modeling information, site specific characteristics, and adjacent land uses as part of a traffic management plan, and the future access management plan currently being developed by the City, and are to be approved as part of Master Plan submittals. Additional access points may be allowed, provided they are warranted and consistent with the future access management plan currently being developed by the City, and are approved as part of a Master Plan submittal. Prior to additional access points being approved, a traffic impact assessment in the City-approved format must be provided to City that demonstrates the additional access point(s) meet SCDOT access management and traffic impact assessment requirements. If traffic signals are warranted, they shall be installed subject to SCDOT approval and permitting. Funding for such signals may be provided through public financing, if available. Additional frontage and interconnecting roads will be used to the maximum practical extent to lessen the need for access points and travel on major roads. Planning, design and construction of these accesses will be accomplished in a manner consistent with SCDOT standards, traffic impact assessments and PDD Standards. Typical roadway cross-sections will be submitted for review at Master Plan approval stage.

10. Wetland Crossings. Potential accesses across the jurisdictional wetlands on or adjacent to the Property shall be allowed if approved by OCRM and the U.S. Army Corps of Engineers, to the extent such approvals are required.

11. Design Standards. Unless otherwise provided in this Agreement or approved by City Council as part of a Master Plan approval, public roads contemplated by this Agreement will be designed and constructed to the standards of SCDOT and/or the City of Hardeeville, utilizing the information obtained by the commissioning of both traffic impact assessments prepared for the entire Property, and individual traffic impact assessments for those areas submitted for Master Plan submittal and site development approval. Unless otherwise agreed at Master Plan approval, private roadways and interior subdivision roadways shall be in accordance with SCDOT standards and the PDD Standards. Road locations indicated on the Conceptual Master Plan are subject to modification at the time of Master Plan approval based upon specific soil conditions, environmental concerns, physical constraints and design parameters.

12. Funding. The Property may have roads designed and/or constructed with funding as outlined in this Agreement, as well as other sources that may become available from time to time. The City, Owner and Developer agree to make a good faith effort to obtain state, federal, City, County, or other public funding assistance that may be available to defray a portion of the costs of any public roads and related improvements (e.g. sidewalks, street lights, etc.) planned for the Property. Owner, Developer, or a Subsequent Developer shall be responsible for the construction of all road improvements within the Property (including ingress and egress access points and intersection improvements onto adjacent roads) necessary to accommodate the traffic impacts of the Development, except as may be set forth herein. To the extent that the costs of these public roads exceed monies available through (as applicable) a Municipal Improvement District, Tax Increment Finance District, or other public financing source approved by City Council, Owner, Developer, or a Subsequent Developer shall be responsible for any additional costs of these public roads necessary to support and mitigate its traffic impacts.

13. Modifications to Preserve Environment. Notwithstanding the provisions of this Section, roadway design standards may be modified by Owner, Developer, or a Subsequent Developer at Master Plan submittal to reduce environmental impacts and increase tree preservation, provided safety concerns are not compromised. To protect and preserve significant trees, such design is hereby encouraged.

14. Funding for Maintenance for Roadways and Other Public Improvements. Maintenance for roadways dedicated to and accepted by the City (or other governmental authority) may be funded through an ad valorem tax applied Citywide, or such other mechanism as may selected by the City that is applied City-wide. Maintenance for other public infrastructure that may be dedicated to the City through any of the public financing methods contained herein shall be as specified in the agreements pertaining to such financing; however, nothing contained herein shall be construed as creating an obligation by the City to accept maintenance responsibility for any improvement. The parties agree that the City may transfer ownership and maintenance responsibility for the paved portion of the roads described above to Jasper County, Beaufort County, SCDOT, or other public entity or quasi-public entity, in the event that Jasper County, Beaufort County, SCDOT, or other public entity or quasi-public entity, agrees to accept same and has a reasonable maintenance program in place.

15. Utility Improvements in Right of Way. To the extent that any third party is permitted by the City to utilize any public road right-of-way within the Property to install underground utilities or other public services within such road right-of-way, then the City shall require that such party perform such work in a good and workmanlike manner, in conformity with all permits and to restore any damage to the right-of-way, including, without limitation, the paved roads, sidewalks, pathways and/or landscaping or other improvements in connection therewith promptly. All utility improvements within such road right-of-way(s) shall be located underground, except such above ground improvements related thereto, such as lift stations, meter boxes, etc.

C. Potable Water. Potable water will be supplied to the Property by BJWSA or some other legally constituted public or private provider allowed to operate in the City. The City shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property unless the City elects to provide such services with the agreement of the applicable utility authority then providing such service to the Property. Owner, Developer, or a Subsequent Developer will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the service provider as provided in any utility agreement between the service provider and Owner, Developer, or a Subsequent Developer.

D. Water and Sewer Required. Each structure constructed within the Property, with the exception of irrigation, incidental maintenance facilities and similar amenities which exist from time to time, and facilities existing at the date of this Agreement will be served by potable water and sewer prior to occupancy, except as otherwise provided herein, for temporary use, temporary being defined as one (1) year or less, or for construction trailers which shall not have a time limitation. Additionally, septic tanks and/or wells may be allowed with the permission of BJWSA where there is a specific finding by BJWSA that such use for specific portions of the Property will comply with overall environmental standards.

E. Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by BJWSA or some other legally constituted public or private provider allowed to operate in the City. The City will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, unless the City elects to provide such service with the agreement of the applicable utility authority then providing such service to the Property. Nothing herein shall be construed as precluding the City from providing sewer services to its residents in accordance with applicable provisions of law. Owner, Developer, or a Subsequent Developer will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the service provider as provided in any utility agreement between the service provider and Owner, Developer, or a Subsequent Developer.

F. Use of Effluent. Treated effluent for the Property will be disposed of only in such manner as may be approved by DHEC and BJWSA. The City will use good faith efforts to cooperate with the Owner, Developer, or a Subsequent Developer in Owner's, Developer's, or a Subsequent Developer's obtaining gray water in connection with providing irrigation water for the landscaped areas and the like, if any, within the Property. Owner, Developer, or a Subsequent Developer shall have the right to operate an irrigation system to provide irrigation services in connection with all or any portion of the Property, provided such is approved by DHEC or other applicable regulatory authority.

G. Police Services. City shall provide police protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the City, provided, however, that Owner, Developer, or a Subsequent Developer may elect in writing to provide in-house patrol services by security forces and/or constables and to forego regular City patrol functions. Owner and Developer acknowledge the concurrent jurisdiction of the City's police department and the Sheriff of the County for the Property and shall not interfere or in anyway hinder law enforcement activities of either on the Property regardless of whether such may be a restricted access community.

H. Fire Services. City shall provide fire protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the City. Owner and Developer acknowledges the jurisdiction of the City's fire department on the Property and shall not interfere or in anyway hinder public safety activities on the Property regardless of whether such may be a restricted access community. Notwithstanding the forgoing, fees for fire protection will be charged as if the owner of the Property was a non-resident under the fire protection fee ordinance (Section 8-120 of the City Code of Ordinances) until such time as a site specific development or subdivision plat is approved for an area of the Property, at which time the non-resident treatment shall be removed as to that area only.

I. Sanitation Services. City shall provide sanitation and trash collection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the City. Notwithstanding this provision, Owner, Developer, or a Subsequent Developer shall have the right to contract for private sanitation services for the Property.

J. Recreation Services. City shall provide recreation services to the Property on the same basis as the City provides such services to other similarly situated residents and businesses in the City.

K. Library Services. Library services currently are provided by Jasper County and Beaufort County. City shall not be obligated to provide library services to the Property, absent its election to provide such services on a city-wide basis.

L. Emergency Medical Services (EMS). EMS services currently are provided by Jasper County and Beaufort County. City shall not be obligated to provide EMS services to the Property, absent its election to provide such services on a city-wide basis.

M. Drainage System. All storm water runoff, treatment and drainage system improvements within the Property will be designed in accordance with the Zoning Regulations. All storm water runoff, treatment and drainage system improvements for the Property shall be constructed and maintained by Owner, Developer, or a Subsequent Developer, unless suitable arrangements are made for acceptance of such responsibility by another governmental agency or government sanctioned utility. The City will not be responsible for any construction or maintenance cost associated with the storm water runoff, treatment and drainage system within the Property. The parties agree to coordinate the drainage for roads constructed by Owner to promote economies of scale and lessen environmental impacts. Future enactments of, or changes or amendments to the City or County ordinances which conflict with the drainage and storm water provisions of the Zoning Regulations shall not apply to the Property unless the procedures and provisions of Section 6-31-80(B) of the Act are followed, which Owner, Developer, or a Subsequent Developer shall have the right to challenge. It is acknowledged that the portions of the Property located within Beaufort County are subject to Stormwater Utility assessments as part of the Beaufort County tax billings, and such may continue to be assessed if the City enters into an interlocal agreement with Beaufort County, unless a separate agreement is reached with the utility as allowed under the ordinances of Beaufort County.

N. Storm Water Quality. Protection of the quality in nearby waters and wetlands is a primary goal of the City. Owner, Developer, and Subsequent Developers shall be required to abide by all provisions of applicable federal and state laws and regulations. Further provisions regarding storm water are included within the PDD Standards for this Project.

XI. CONVEYANCES AND CONTRIBUTIONS.

The City, Owner, and Developer understand and agree that the Development of the Property shall result in additional public services being required to be provided by the City and other governmental agencies. The Owner and Developer agree to participate in mitigating certain costs of the City for such services and costs as provided in this Agreement. The following items are hereby agreed upon to be provided by Owner, Developer, or a Subsequent Developer:

A. Administrative Charges for Professional Assistance. Owner, Developer, and the City agree that certain costs may be incurred early in the development, or pre-development process, making it difficult for the City to provide the necessary funds for employment costs and interim government services prior to actual development and the eventual collection of funds through property taxes, and other sources provided hereunder. Owner or Developer shall contribute to the City a total of $75,000.00, payable in up to three (3) annual installments commencing January 1, 2009, as a contribution to the employment costs of City related to the Development of the Property. The City agrees to utilize its best efforts to attract and retain qualified personnel to staff the positions partially funded by this contribution. The City agrees that all submissions for governmental approvals with respect to the Property shall be expeditiously processed, in accordance with MZDO procedures as modified by the PDD Standards for this Project. The City shall maintain personnel qualified to review plans and plats.

B. Conveyances of Property and Open Space Requirements.

1. Owner or Developer, as applicable, shall have the right to convey to the City a total of eight (8) acres of the Property located in Jasper County from an area to be mutually agreed upon at Master Plan submittal, upon such conveyance, the open space requirements of the PDD Standards shall be reduced from twenty percent (20%) to fifteen percent (15%). Design of any vertical structure on such portion of the Property conveyed to the City shall be in accordance with the architectural guidelines generally applicable to the Property under the PDD Standards.

2. In the event there is residential development included as part of Master Plan submittal, a total of two (2) acres of land within the Property shall be reserved and developed by the Developer as active open space, situated so as to be reasonably and conveniently accessible to the residents of the residential portion of the Property, to be maintained in perpetuity by Owner or Developer, as applicable, and/or an owner's association.

C. No Other Dedications. No other dedications or conveyances of lands for public facilities shall be required in connection with the Development of the Property.

D. Development Fees.

1. Fee Chart.

(a) To assist the City in meeting expenses resulting from ongoing development, upon application for a building permit from the City for all or a portion of the Property, each Builder shall pay Development Fees for Road, Police, Fire, School, Library and Parks ("Development Fees") as set forth in the applicable Fee Charts below.

(b) There shall be two different Development Fee schedules for the Property as indicated in the Fee Charts below as the portion of the Property within Beaufort County is subject to existing Beaufort County impact fees for fire, parks, library and roads which Beaufort County impact fees will be collected by the City at the time of building permit application or development permit (as set forth in the Beaufort County ordinances regarding such) as described below. For that portion of the Property located within Jasper County, Development Fees shall be determined based upon the Jasper County Fee Chart. For that portion of the Property located within Beaufort County, located within Beaufort County, Development Fees shall be determined based upon the Beaufort County Fee Chart.

(c) The City shall be entitled to pursue a division between the City and Beaufort County of the Beaufort County impact fees collected by the City based upon an agreement to be negotiated between the City and Beaufort County.

(d) The Development Fees set forth in the Fee Charts below are based upon 2005 figures. The Development Fee amounts (including Exhibit G-1 and Exhibit G-2) shall be multiplied by the Adjustment Factor. Initially, the Adjustment Factor shall be 106.09% through December 31, 2011. Thereafter, the Adjustment Factor shall be 116.79%, being the average of a 3 percent increase over the five year term of this Agreement.

JASPER COUNTY FEE CHART

DEVELOPMENT TYPE	DEVELOPMENT FEE AMOUNT
Commercial Uses	See attached **Exhibit G-1** which is incorporated into this Agreement
Multifamily Residential Dwelling Units **Total: $2,599.00**	$1,386 per unit - Road $224 per unit - Police $224 per unit - Fire $250 per unit - School $70 per unit - Library $445 per unit - Park

BEAUFORT COUNTY FEE CHART

DEVELOPMENT TYPE	DEVELOPMENT FEE AMOUNT
Commercial Uses	See attached **Exhibit G-2** which is incorporated into this Agreement
Multifamily Residential Dwelling Units **Total: $474.00**	$224 per unit - Police $250 per unit - School

2. Payment of Fees. Except as may be otherwise provided in Section XII(C)(1) above, all Development Fees in this Section C shall be collected at the time a Builder obtains a building permit for any portion of the Property and placed in separate interest-bearing escrow accounts held and established by the City for Police, Fire, School, Library and Parks, which may be utilized for the purposes set forth in this Agreement.

3. No Other City Impact Fees. Notwithstanding any provision to the contrary contained within this Agreement, the Development Fees are being paid in lieu of any other impact fees, development fees or any other similar fees presently existing or adopted solely by the City at any time hereafter during the term of this Agreement; provided, however, the Owner, Developer, a Subsequent Developer, or a Builder, as applicable, shall be subject to the payment of any and all present or future permitting fees enacted by the City that are of City-wide application and that relate to processing applications, development permits, building permits, review of plans, or inspections (but no other capital improvement related impact, development or other extractions).

4. Other Governmental Fees. Except as set forth in this Agreement, nothing herein shall be construed as relieving the Owner, Developer, a Subsequent Developer, or a Builder, their successors and assigns, from payment of any such fees or charges as may be assessed by entities other than the City, provided however, if an entity other than the City imposes, or is permitted by City to impose, a fee or obligation similar in nature to a fee contemplated by this Agreement, the affected Builder shall be entitled to an offset against the particular Development Fee of this Agreement in the amount of such fee or obligation which is collected. The provisions of this section shall not preclude the City or another

governmental authority from imposing a fee of a nature which is not for services or improvements under this Agreement (*i.e.,* police, fire, roads, parks, schools, libraries and other obligations contemplated under this Agreement), which are imposed on a consistent basis throughout the area regulated by such governmental authority imposing such obligations. The City or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (*i.e.,* an EMS response fee or the like), nor from charging fees statutorily authorized in the future (*i.e.,* a real estate transfer fee or the like) as long as such fees are applied throughout the City. The City shall not oppose a challenge by Owner, Developer, or a Subsequent Developer to any development fee, impact fee or other obligation imposed by other governmental authorities to the extent that such fees or obligations are not specifically permitted to be imposed pursuant to the terms of this Agreement. It is specifically acknowledged that the portion of the Property lying within Beaufort County is subject to existing Beaufort County impact fees for fire, parks, library and roads; and that those impact fees will be collected by the City at the time of building permit application or development permit (as set forth in the Beaufort County ordinances regarding such) on behalf of Beaufort County, and that a future intergovernmental agreement between the City and Beaufort County will be adopted which will, at no additional cost to the Owner or Developer, provide for the retention of administrative costs to the City at terms no less favorable than presently in effect between the Town of Bluffton and Beaufort County. The City agrees to use its best efforts to obtain Beaufort County's consent to utilize the impact fees collected for Beaufort County for qualifying capital improvement projects immediately adjacent to the Property, including, without limitation, improvements to Near-Site Roads.

5. Increase in Fees. The Development Fees set forth by the City above are vested for the entire Property and shall not be increased by the City.

6. Assignment of Fees. Any Development Fees paid and/or credits for Development Fees with respect to property conveyed, services performed and/or money paid as provided in this Agreement may be assigned by the Developer owning such credits and all such credits shall remain valid until utilized on the Property. The City shall recognize all such written assignments of such rights and shall credit same against any Development Fees which are owed pursuant to this Agreement.

7. Special Tax District. The City, County or other governmental entity, solely or in conjunction with each other may establish for the Property or subject the Property to a Tax Increment Financing District, Fee in Lieu of Tax (FILOT), Multi-County Business Park, or any other special tax district or financing vehicle authorized by applicable provisions of the Code of Laws of South Carolina 1976, (as amended), which does not impose additional ad valorem taxes or assessments against the Property. The establishment by the City, County or other governmental entity, solely or in conjunction with each other, of a special tax district or other financing vehicle authorized by applicable provisions of the Code of Laws of South Carolina, (1976, as amended), which increases the assessments solely within the Property, shall require the consent of the Owner, Developer, or a Subsequent Developer (as applicable), unless such is otherwise expressly permitted pursuant to the terms of this Agreement. It is acknowledged that at the written election of Owner, Developer, or a

Subsequent Developer, as applicable, a Municipal Improvement District may be implemented with the consent of the City for the Property as set forth in this Agreement.

8. Roadway Funds and Reimbursements. All Road Development Fees for Roads which are collected shall be held by the City in a segregated interest-bearing account known as the Off-Site Roadway Fund as set forth in this Agreement, and all such monies and accrued interest shall be utilized, unless otherwise agreed by the City and Owner, Developer, or a Subsequent Developer, as applicable, to reimburse Owner, Developer, or a Subsequent Developer, as applicable, for the design, permitting and construction of improvements to Near-Site Roads required for the Development of the Property if either a Municipal Improvement District or other public finance program as set forth above is not utilized. City shall pay such reimbursement to Owner, Developer, or a Subsequent Developer, as applicable, within thirty (30) days after substantial completion and delivery of such customary construction and engineering documentation and pay requests by Owner, Developer, or a Subsequent Developer, as applicable, of each pre-approved phase of such improvements to the Near-Site Roads, out of the first funds in the Off-Site Road Fund on a pro rata basis as then current definitive plans indicate to be necessary to complete such improvements to the Near-Site Roads to the extent such funds are collected and as may be thereafter available. Excess funds in the Off-Site Roadway Funds, after payment for the approved Near-Site Roads expenditures, shall be available to the City for other improvements to the regional transportation infrastructure in Jasper County.

9. Use of Library, Parks and School Funds. Development Fees paid for Library, Schools and Parks may be combined and utilized by the City in its discretion for such purposes as it sees fit to address the City's needs for either libraries, parks, or schools, or a combination thereof.

10. Fees for Review of Agreement and PDD Standards. Upon receipt of an invoice from the City, Developer shall pay up to $25,000.00 for costs or expenses of the City's consultants and professionals incurred in negotiating, processing and evaluating this Agreement, the PDD Standards, and application materials related to the annexation of the Property into the City and rezoning of the Property to a PDD.

XII. PERMITTING PROCEDURES.

A. Phasing Allowed. The City agrees that Owner, Developer, or a Subsequent Developer, as applicable, is not required to phase development but shall have the right to do so.

B. Timeframe for Review by City. The City agrees to review all land use changes, land development applications, and plats in an expeditious manner in accordance with the MZDO. These items may be submitted for concurrent review with the City and other governmental authorities. City may give conditional final approval to any submission, but will not grant authorization to record plats or begin development construction activities until all permitting agencies have completed their reviews.

C. Signage. Owner, Developer, or a Subsequent Developer, as applicable, may establish specific signage criteria for the Project which will be provided to the City upon submittal of the initial Master Plan application for the Project. Until such time as a signage program is approved by the City Council, the provisions of the MZDO shall apply.

D. Architectural Review Guidelines. The City acknowledges that Owner, Developer, or a Subsequent Developer, as applicable, shall impose an internal set of architectural guidelines against the Property and shall establish an architectural review board for the Property, which guidelines shall be imposed against the Property prior to the first Master Plan submittal. These architectural guidelines and review procedures must meet the minimum guidelines and standards set forth in the MZDO for architectural review. All Development for the Property must receive approval from the Owner, Developer, or a Subsequent Developer, as applicable, prior to issuance of a development permit by the City.

E. Bond for Plat Recording. The City agrees to allow plat recording with a bond or letter of credit in the amount of 125% of the infrastructure cost prior to completion of infrastructure development and to issue building permits and permit sale of lots prior to completion of such bonded infrastructure in accordance with the MZDO as modified by the PDD Standards for this Property. However, in the event that Owner, Developer, or a Subsequent Developer, as applicable, has posted a bond or letter of credit with a third party for such infrastructure, the City shall accept evidence of such bond or letter of credit in lieu of requiring an additional bond or letter of credit to be posted, provided the City is made an additional payee under the bond or letter of credit.

F. Zoning Regulations. The City agrees that the Property shall be governed by the Zoning Regulations. If amendments are made to the Zoning Regulations, Owner, Developer, Developer, or a Subsequent Developer, as applicable, may elect to have such regulations become applicable to any portion of the Property that Owner, Developer, or a Subsequent Developer, as applicable, designates, provided that the overall residential densities allowed under the PDD Standards are not exceeded.

G. No Additional Development Obligations. The City agrees that the Property is approved and fully vested for intensity, density, uses and height, and Owner, Developer, or a Subsequent Developer, as applicable shall not have any obligations to the City for on or off site transportation or other facilities or improvements other than as provided in this Agreement and its attachments and Exhibits, but must adhere to then current PDD Standards, subdivision plat, and development plan procedural guidelines in accordance with the then current MZDO . The City may not impose additional development obligations or regulations in connection with the ownership or Development of the Property, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which the Owner, Developer, or a Subsequent Developer, as applicable, shall have the right to challenge.

H. Roadway Drainage Systems. If allowed under the Zoning Regulations, roadways (public or private) may utilize swale drainage systems and are not required to have raised curb and gutter systems. Roadway cross sections utilizing swale drainage will be designed, constructed and maintained to meet BMP standards (imposed by regulatory agencies) for storm water quality. Typical schematic roadway cross sections will be approved with the initial Master Plan submittal.

I. Plan Review Fees. All plan review fees shall be consistent with the fees charged generally in the City and shall be paid by the Person submitting an application to the City for such review.

XIII. OWNER ENTITLEMENTS.

City acknowledges that the Property is vested with the following items:

A. Water and Sewer Capacity. The City agrees to sell or authorize the sale of water and sewer capacity to Owner, Developer, a Subsequent Developer, or Builders, as applicable, at the City rates in place as of the effective date of the Agreement of Consolidation and Transfer between Beaufort Jasper Water and Sewer Authority and the City of Hardeeville dated January 17, 2002, plus Two Hundred Fifty Dollar ($250.00) administration fee at the time of application for each building permit within the Property so long as such is available. Owner, Developer, or Subsequent Developer shall each have the right to assign any of its water and sewer capacity which it has acquired to third parties and collect administration fees in connection therewith in accordance with Section 5.6 of the Agreement of Consolidation and Transfer between Beaufort Jasper Water and Sewer Authority and the City of Hardeeville dated January 17, 2002. The $250.00 administrative fee shall be payable to the City at the time of application for a building permit.

B. Irrigation. Provided all required permits are obtained, Owner, Developer, or a Subsequent Developer, as applicable, may own and operate an internal irrigation company and system that serves the Property and the City will grant a franchise and/or such easements over public rights-of-way as may be reasonably required by Owner, Developer, or a Subsequent Developer, as applicable, to implement such irrigation system, which may use reclaimed water from the BJWSA system, if available. Additionally, City agrees that Owner, Developer, or a Subsequent Developer, as applicable, may seek access to any similar irrigation system on real property adjacent to the Property. The City agrees to cooperate with Owner, Developer, or a Subsequent Developer, as applicable, in connection with providing such irrigation water in connection with the Development of the Property to the extent such cooperation does not violate the terms of the City/BJWSA Agreement to Transfer Assets.

C. Public Transportation. The City will, to the extent available, promote public transportation within the City to service the Property.

D. Telecommunications / Utility Easements. The City agrees to grant a non-exclusive franchise for an on-site telecommunications company to Owner, Developer, or a Subsequent Developer, as applicable, on terms consistent with then current franchise agreements. The City agrees that the Owner, Developer, or a Subsequent Developer, as applicable, shall not be required by the City to provide easements to any utility companies other than over public rights of way which may be located within the Property. The City agrees to grant easements within public rights-of-way to telecommunication providers which statutes require the City to grant, and/or which Owner, Developer, or a Subsequent Developer, as applicable, authorizes, to provide service within the Property, upon payment of applicable franchise fees to the City. Additionally, the City agrees that it will enter into a franchise agreement, on terms consistent with then current franchise agreements to

such party providing telecommunication services to the Property, to enable such company to perform such service; provided, however, the City shall have the right to grant other franchises to third party telecommunication companies providing telecommunication services within the City. Further, the City agrees to cooperate with Owner, Developer, or a Subsequent Developer, as applicable, upon request, in negotiating with utility providers to pursue the burial or relocation of overhead electrical transmission lines located within easements crossing the Property.

E. Drainage Systems. All drainage systems constructed within the Project shall be owned and maintained by Owner, Developer, or a Subsequent Developer, as applicable, and the City shall have no responsibility for the construction, operation or maintenance of such systems.

F. On-Site Burning. On-site burning will be permitted within the Property upon obtaining applicable permits.

G. Roadway Permitting. The City agrees to cooperate with Owner, Developer, or a Subsequent Developer, as applicable, in connection with county, state and federal roadway permitting in connection with the Development of portions of the Property.

H. City Services. City services, including, but not limited to, police, fire, sanitation, recreational parks and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other properties within the City, subject to the terms and limitations (if any) of Section XI above. Subject to the terms and limitations of Section XI above (if any), should the Owner, Developer, or a Subsequent Developer, as applicable, require enhanced services beyond those that are routinely provided within the City, then the City agrees that upon the written request of Owner, Developer, or a Subsequent Developer, as applicable, the City shall negotiate in good faith with Owner, Developer, or a Subsequent Developer, as applicable, to provide such enhanced services to the Property upon reasonable terms.

XIV. COMPLIANCE REVIEWS.

As long as Owner, Developer, or a Subsequent Developer, as applicable, owns any of the Property, Owner, Developer, or a Subsequent Developer, as applicable, shall meet with the City, or its designee, at least once per year during the Term to review Development completed by Owner, Developer, or a Subsequent Developer, as applicable, in the prior year and the Development anticipated to be commenced or completed by Owner, Developer, or a Subsequent Developer, as applicable, in the ensuing year. Owner, Developer, or Subsequent Developer, or their/its designee, shall provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy or certificates of completion received in the prior year, the number of permits anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and Development Rights anticipated to be transferred in the ensuing year. Owner, Developer, or Subsequent Developer, or their/its designee, shall be required to compile this information, upon forms approved by the City, within a reasonable time after written request by the City

XV. DEFAULTS.

The failure of the Owner, Developer, or a Subsequent Developer, as applicable, or the City to comply with the terms of this Agreement not cured within thirty (30) days after written notice from the non-defaulting party to the defaulting party (as such time period may be extended with regard to non-monetary breaches for a reasonable period of time based on the circumstances, provided such defaulting party commences to cure such breach within such thirty (30) day period and is proceeding diligently and expeditiously to complete such cure) shall constitute a default, entitling the non-defaulting party to pursue such remedies as provided for in Section XIX; provided however no termination of this Agreement may be declared by the City absent its according Owner, Developer, or a Subsequent Developer, as applicable, and any relevant Subsequent Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided any such termination shall be limited to the portion of the Property in default, and provided further that nothing herein shall be deemed or construed to preclude the City 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 Agreement. A default of Owner shall not constitute a default by Subsequent Developers, and default by Subsequent Developers shall not constitute a default by Owner. The parties acknowledge that individual residents and owners of completed buildings within the Project shall not be obligated for the obligations of the Owner or Subsequent Developer set forth in this Agreement, as those obligations shall have been satisfied prior to construction

XVI. MODIFICATIONS OF AGREEMENT.

A. This Agreement may be modified or amended only by the written agreement of the City, Owner, or their successors and assigns, as applicable; such written agreement may be by resolution or ordinance at the City's sole discretion, unless required by statute to be made by ordinance. 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.

B. This Agreement may be modified or amended as to a portion of the Property only by the written agreement of the City and the owner of said portion of the Property. 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 change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

C. If an amendment affects less than all the persons and entities comprising the owners of the Property, then only the City and those affected persons or entities need to sign such written amendment. Because this Agreement constitutes the plan for certain planned unit development under the City's zoning ordinance, minor modifications to a site plan or to development provisions are authorized to be made without a public hearing or amendment to applicable ordinances. Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text or statutes expressly require amendment, and such

approval or consent shall be in writing and signed by the affected parties. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

XVII. NOTICES.

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

City Manager
City of Hardeeville, SC
205 East Main Street
P.O. Box 609
Hardeeville, South Carolina 29927

To Developer at:

Ms. Kristi Rooks
Sembler Atlanta, Inc.
1450 South Johnson Ferry Road
Atlanta, GA 30319

And to Owner at:

Ms. Christina G. Myer
Horne Real Estate, LLC
412 North Cedar Bluff Road
Suite 205
Knoxville, TN 37923-3609

With Copy To:

Sarah F. Robertson, Attorney at Law
McNair Law Firm, P.A.
5 Belfair Village Drive
Bluffton, SC 29910

XVIII. ENFORCEMENT.

Each Party recognizes that the other Party would suffer irreparable harm from a material breach of this Agreement, and that no adequate remedy at law exists to enforce this Agreement. Consequently, the Parties agree that any Party or their successors and/or assigns who seeks enforcement of the Agreement is entitled to the remedies as provided in the Act, and is entitled to the remedies of injunction and specific enforcement but not to any other legal or equitable remedies, including, but not limited to damages; provided, however, Owner, Developer, or a Subsequent

Developer, as applicable, shall not forfeit its right to just compensation for any violation by City of Fifth Amendment rights of Owner, Developer, or a Subsequent Developer, as applicable.

XIX. GENERAL.

A. Subsequent Laws. In the event state or federal laws or regulations are enacted after the execution of this 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 (collectively, "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, parties designated by Owner, Developer, or a Subsequent Developer, as applicable, and the City shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the City may take reasonable action to comply with such New Laws. Should the 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, Owner, Developer, or a Subsequent Developer, as applicable, and the City each shall have the right to challenge the New Law 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 City and Owner, Developer, or a Subsequent Developer, as applicable, 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, either 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, or both, would constitute a default by either party 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 between the City and Owner, Developer, or a Subsequent Developer, as applicable, 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 City, the Owner, Developer, or any Subsequent 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.

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. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid and unenforceable provision were omitted.

H. Assignment. Subject to the notification provision hereof, Owner or Developer may assign its rights and responsibilities under this Agreement to a subsidiary or affiliate company, or to subsequent land owners or Subsequent Developers. All assignments, except collateral assignments given to secure loans, shall require notification and execution of the Partial Assignment of Rights and Obligations attached as Exhibit B.

I. Governing Law. This Agreement shall be governed by South Carolina law.

J. 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.

K. 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.

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

M. No Third Party Beneficiaries. The provisions of this Agreement may be enforced only by the City, Owner, Developer, and Subsequent Developers, as applicable. No other persons shall have any rights hereunder.

N. Effective Date. The Effective Date of this Agreement shall be the date set forth above which shall be the date the Agreement is signed by all parties, and if the parties do not sign on the same date, the date on which it is signed by the last party.

O. Approvals. For any approval required to be given by a party or their successors and/or assigns, such approval shall not be unreasonably withheld.

P. Hierarchy of Documents. In the event of a conflict among the documents, the hierarchy of documents is: 1) the Development Agreement; 2) the PDD Standards; and 3) the MZDO. In the event of an omission, the MZDO shall govern. To the extent of ambiguity, the parties shall attempt to review same consistent with the terms of this PDD Standards and the MZDO.

Q. Adjacent Property. In the event Owner, Developer, or a Subsequent Developer, as applicable, acquires real property adjacent to the Property, City agrees to allow Owner, Developer, or a Subsequent Developer, as applicable, to annex such real property to the terms of this Development Agreement and the PDD Standards.

XX. 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:

A. 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 Horne Real Estate, LLC. The Equitable Owner of the Property is Sembler Atlanta, Inc., a Georgia corporation.

B. Duration of Agreement. The duration of this Agreement shall be as provided in Section III.

C. Permitted Uses, Densities, Building Heights and Intensities. A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development-related standards, are contained in the Zoning Regulations. Based on prior experience with the type of Development contemplated by the Zoning Regulations, if any residential Development occurs on the Property it is estimated that the average size household of the Property will be 2.2 persons.

D. Required Public Facilities. The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Zoning Regulations and this Agreement will ensure availability of roads and utilities to serve any residents within the Property on a timely basis.

E. Dedication of Land and Provisions to Protect Environmentally Sensitive Areas. Requirements relating to land transfers for public facilities are set forth in Section XII above. 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.

F. Local Development Permits. The standards for Development of the Property shall be as set forth in the Zoning Regulations. 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 applicable law for any vertical construction, and appropriate permits must be obtained from the OCRM and the U.S. Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner or Subsequent Developer, as applicable, and their successors and assigns, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.

G. Comprehensive Plan and Development Agreement. The Development permitted and proposed under the Zoning Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with the land use regulations of the City, which include a Planned Development District for the Property.

H. Terms for Public Health, Safety and Welfare. The City 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 laws.

I. Historical Structures. City acknowledges that there are no known cultural or historical structures or sites on the Property. Any after discovered cultural, historical structure or sites will be addressed through the applicable federal and state regulatory and permitting process at the time of discovery.

[SIGNATURES ON FOLLOWING PAGES.]
[REMAINDER OF PAGE INTENTIONALLY BLANK.]

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

WITNESS:

J Leedbetter
Witness

K Brundage
Notary Public

DEVELOPER:
Sembler Atlanta, Inc. (SEAL)
a Georgia corporation

By: _____
Jeffrey S. Fugua, Vice President

STATE OF GEORGIA)
)
COUNTY OF DeKalb)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Jeffrey S. Fugua, as Vice President of Sembler Atlanta, Inc., a Georgia corporation, on behalf of the corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 19th day of June, 2008.

K Brundage
Notary Public for the State of Georgia
My Commission Expires: 5.12.12

WITNESS:

Witness

Notary Public

OWNER:
Horne Real Estate, LLC (SEAL)
a Tennessee limited liability company

By: _____
Christina G. Myer, Senior Vice Manager

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Christina G. Myer, as Senior Vice Manager of Horne Real Estate, LLC, a Tennessee limited liability company, on behalf of the company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 19th day of June, 2008.

TINA M. BORING STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

Notary Public for the State of Tennessee
My Commission Expires: 12-03-08

WITNESSES:

City of Hardeeville, South Carolina

Witness

By: _____ (SEAL)
Bronco Bostick, Mayor

Notary

Attest: _____
Lori Pomarico, Clerk to Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 19 day of June, 2008, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Bronco Bostick, Mayor, and Lori Pomarico, Clerk to Council, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within document, as the appropriate officials of the City of Hardeeville, South Carolina, 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: 9-19-12

EXHIBIT A

TO DEVELOPMENT AGREEMENT

PROPERTY DESCRIPTION

ALL that certain piece, parcel or tract of land, with improvements thereon, located in Jasper County and Beaufort County, South Carolina, consisting of
Parcel 1 containing 91.188 Acres, more or less,
Parcel 2 containing156.265 Acres, more or less,
Parcel 3 containing 1.524 Acres, more or less,
Parcel 5 containing 1.843 Acres, more or less
Parcel 6 containing 2.129 Acres, more or less,
Parcel 7 containing 1.865 Acres, more or less,
Parcel 8 containing 1.994 Acres, more or less,
Parcel 9 containing 2.070 Acres, more or less, and
Parcel 13 containing 1.410 Acres, more or less, and
Parcel 2 containing 1.687 Acres, more or less,
all as more particularly shown and described on a plat entitled "An ALTA/ACSM Survey of Parcels 3, 5, 6, 7, 8, 9, & 13, Common Area and Future Development Property, Okatie Crossing Phase I & Outparcel 16 & the Remaining Portion of the Wilson Sanders Tract Being a Portion of Summerland Plantation Okatie Area, Beaufort and Jasper counties, South Carolina", dated June 18, 2008, prepared by Thomas & Hutton Engineering Co., certified by Wright C. Powers Jr., R.L.S. (S.C. #19895), and recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Plat Book 31 at Page 116 on June 20, 2008 and also recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 125 at Page 91 on June 20, 2008* (together, the "Plat"). For a more detailed description as to metes and bounds, reference may be had to the above described Plat of record.

*and revised on July 18, 2008, and recorded in the Jasper County Records in Plat Book 31 at Page 166 and recorded in the Beaufort County Records in Plat Book 125 at Page 170.

Jasper TM:
079-00-00-001
079-00-00-004

Beaufort TM:
R603 021 000 0020 0000
R603 021 000 0028 0000
R603 021 000 0308 0000
R603 021 000 0297 0000
R603 021 000 0298 0000
R603 021 000 0300 0000
R603 021 000 0301 0000
R603 021 000 0302 0000
R603 021 000 0303 0000
R603 021 000 0304 0000
R603 021 000 0309 0000
R603 021 000 0310 0000