

**1994/28**

Rezoning (Del Webb C Bull Hill Tract) (Amending 90/3)

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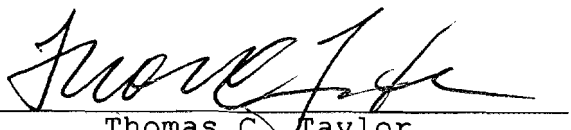
AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA,  
AMENDING THE EXISTING OFFICIAL LAND USE ZONING MAPS, DATED  
APRIL 9, 1990, WHICH ARE PART AND PARCEL OF THE ZONING AND  
DEVELOPMENT STANDARDS ORDINANCE (90/3).

**A. OFFICIAL LAND USE ZONING MAP 600-9**


Bluffton District, Okatie Area, Map 28, Parcel 1 from  
Residential Agricultural District to Planned Unit  
Development 600-9.


Adopted this 12th day of December, 1994.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:   
Thomas C. Taylor  
Chairman

ATTEST:

  
Clerk to Council

REVIEWED BY:  
  
Ladson Howell, County Attorney

First Reading: October 24, 1994  
Second Reading: November 14, 1994  
Public Hearing: December 12, 1994  
Third and Final Reading: December 12, 1994

Amending Ordinance 90-3

00861

STATE OF SOUTH CAROLINA                    )  
   )  
 COUNTY OF BEAUFORT                         )                    **AMENDMENT TO  
   )                    DEVELOPMENT AGREEMENT**

This Amendment to Development Agreement ("Amendment") is made and entered this \_\_\_\_ day of \_\_\_\_\_, 1994, by and between Del Webb Communities, Inc., an Arizona Corporation ("Del Webb") and the governmental authority of the County of Beaufort, South Carolina ("Beaufort County").

WHEREAS, Del Webb and Beaufort County previously entered into a certain Development Agreement, dated December 16, 1993, and recorded in Deed Book \_\_\_\_ at Page \_\_\_\_ in the Office of the Register of Mesne Conveyances ("RMC") for Beaufort County, South Carolina, the purpose of which Development Agreement being to establish certain rights, duties and obligations of each party concerning a certain 4,250 acre parcel of land in Beaufort County, South Carolina, all as more fully set forth in said Development Agreement; and,

WHEREAS, Del Webb desires to add an additional parcel of land, more particularly described below, to the scheme of development originally approved for the original 4,250 acre parcel, and further, Del Webb and Beaufort County desire to enter this Amendment to incorporate the new parcel into the basic terms of the original Development Agreement, as modified herein and subject to the terms hereof.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both Beaufort County and Del Webb of entering into this Amendment to encourage the planned development by Del Webb, the receipt and sufficiency of such consideration being hereby acknowledged, Beaufort County and Del Webb hereby agree as follows:

**I.        INCORPORATION.**

The above recitals, together with all terms and conditions of the Development Agreement dated December 16, 1993, between Del Webb and Beaufort County, as recorded in Deed Book \_\_\_\_ at Page \_\_\_\_ in the RMC Office of Beaufort County, South Carolina, are hereby incorporated by reference into this Amendment, except as specifically modified hereinbelow.

**II.       AMENDED PROVISIONS.**

The Development Agreement dated December 16, 1994, between Del Webb and Beaufort County, as recorded in Deed Book \_\_\_\_ at Page \_\_\_\_ in the RMC Office of Beaufort County, South Carolina, (hereinafter "Development Agreement") is hereby amended as follows:

00862

A. Section II A. of the Development Agreement, **Definition of Land Use Plan**, is hereby amended to include as part of the definition of Land Use Plan, in addition to the original land use plan described in the Development Agreement, the rezoning approval of the Bull Hill Tract, containing 377.94 acres, with certain changes to the Argent III Tract, as approved by Beaufort County Council on November \_\_\_\_\_, 1994, by Beaufort County Ordinance No. \_\_\_\_\_. All elements of the approved rezoning of said Bull Hill Tract and Argent III Tract are hereby incorporated into this Amendment by reference, including the approved Master Plan, the use and density descriptions and allocations contained therein, and all development standards and parameters as set forth in the submitted and approved rezoning application. Whenever referred to herein, or in the Development Agreement, the terms land use plan, master plan or zoning approval shall mean and refer to the entire land use plan as described above, and not to any specific or limiting portion thereof, unless such limitations are clearly stated. A complete copy of the Bull Hill Tract and Argent III Tract Master Plan is attached hereto and incorporated herein as Exhibit "C".

B. Section II B of the Development Agreement, **Land Subject to Agreement**, is hereby amended to include the land as described in Exhibit "A" hereto, which land, together with the land described in Exhibit "A" to the Development Agreement, shall henceforth constitute "the Property" which is subject to the terms of the Development Agreement.

C. Section III of the Development Agreement, **Infrastructure Costs And Impact Fees**, is hereby amended to add the following language to the end of the present Section III:

Del Webb and Beaufort County recognize that the ability of Beaufort County to collect a Transfer Fee from Purchasers at the time of transfer of real property within the unincorporated areas of Beaufort County was a material consideration to Beaufort County in negotiating the terms of the original Development Agreement. The parties further recognize that the State of South Carolina has enacted legislation which will terminate Beaufort County's ability to collect such transfer fees after December 31, 1996. Therefore, Del Webb hereby agrees that beginning on January 1, 1997, it will collect a fee of \$300.00 from purchasers of homes from Del Webb within the Property, at the closing of each initial developer sale, and pay such fee unto Beaufort County. Furthermore, Del Webb agrees that beginning on January 1, 1997, Del Webb will pay the equivalent of the present transfer fee amount (.0025 x purchase price) at the time of its purchase of any land in the unincorporated area of Beaufort County.

The payments to be made to Beaufort County under the foregoing paragraph are to be made to compensate Beaufort County for the expected loss of revenue resulting from the loss of transfer fee revenue under the present transfer fee ordinance of Beaufort County. In the event that circumstances change so as to allow Beaufort County to continue to collect transfer fee payments of .0025 percent of purchase price under its present ordinance, or any duly enacted equivalent fee or tax to replace the present ordinance, which replacement applies to the Property or its purchasers, then the provisions of the foregoing paragraph shall be null and void.

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D. Section IV A of the Development Agreement, **Multi-Purpose Facility**, is hereby amended as follows:

All references to the timing of Del Webb's transfer of the 5 acre parcel for the **Multi-Purpose Facility** to Beaufort County, the timing of all payments from Del Webb to Beaufort County for the construction and maintenance of the **Multi-Purpose Facility**, and the timing of Beaufort County's obligations to construct and operate the **Facility** are hereby amended, so that the following timetable shall govern the actions and obligations of the parties hereunder:

1. Del Webb shall donate the 5 acre parcel, as described in the plat attached hereto as Exhibit "B", to Beaufort County no later than December 1, 1994.
2. Del Webb shall place the first payment of **\$412,500.00** in Escrow, under the terms described in the Development Agreement, on or before December 1, 1994.
3. Del Webb shall place the second payment of **\$212,500.00** in Escrow, under the terms described in the Development Agreement, on or before December 1, 1995.
4. Beaufort County shall have a duty to provide fire protection and emergency medical services operating from the site, as more fully described in the Development Agreement, by no later than \_\_\_\_\_, 1995, and to maintain such services in operation from the site thereafter.
5. Del Webb shall place the final payment of **\$200,000.00** into Escrow, for the purpose described in the Development Agreement, no later than December 1, 1996.

All of the provisions described above in paragraph numbers 1-5 relate to setting specific dates on the obligations of both Beaufort County and Del Webb regarding the **Multi-Purpose Facility**, and no other substantive changes are intended regarding the obligations of these parties under the above stated amendments. In addition to the timing schedule set forth above, the parties further agree to amend the final paragraph on page 6 of the Development Agreement, which paragraph is completed on page 7 of the Development Agreement, to delete all references to the final **\$200,000.00** payment by Del Webb as being a loan to Beaufort County, and all references to any obligation of Beaufort County to repay such **\$200,000.00** amount to Del Webb. To accomplish such purposes, the entire final paragraph on page 6 of the Development Agreement, to its conclusion on page 7, is hereby deleted, and the following sentence is hereby substituted there for: "In addition to the payment of **\$625,000.00** by Del Webb as provided above, Del Webb shall make an additional, non-reimbursable payment to Beaufort County of **\$200,000.00**, on or before December 1, 1996, said payment to be made to the same Escrow Account as described above, for the purpose of purchasing the pump truck for fire protection which will operate from the **Multi-Purpose Facility**."

E. Section VI B(2) is hereby amended so that the heading "**Argent III Tract**" shall now be changed to "**Argent III and Bull Hill Tract**". In all other respects the section shall remain unchanged.

00864

F. In addition to the specific amendments to existing sections of the Development Agreement as described above, Del Webb and Beaufort County hereby add the following new provision, which shall be designated as an additional paragraph D to Section II of the Development Agreement:

D. Future Development Property. Beaufort County and Del Webb hereby agree that if Del Webb should add other property to its Master Plan, beyond the Property as described in paragraphs II A and B above, per lot impact fee or transfer fee charges shall be limited to \$300.00 per home, as provided under Section III C of the Development Agreement, as amended, or such per lot or home impact fee or transfer fee as may be applicable to other properties similarly situated in the unincorporated areas of Beaufort County, S.C., whichever amount is the lesser amount. The future Development property which shall be covered by this provision is more particularly described in Exhibit "A" to this Development Agreement, as amended.

Except as specifically provided under this Amendment, or by necessary implication to effectuate the provisions hereof, all other terms and conditions of the Development Agreement of December 16, 1993 shall continue in full force and effect.

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

WITNESSES

DEL WEBB COMMUNITIES, INC.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

WITNESSES

THE COUNTY COUNCIL  
OF BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

PROBATE

**EXHIBIT "A"**  
**Legal Description of Property**

The Property which is made subject to this Amendment is more particularly described as follows:

All that certain piece and parcel of real property, in Beaufort County, South Carolina, containing 377.94 acres, more or less, as depicted upon a plat entitled "Boundary Plat For Bull Hill Tract, Beaufort County, South Carolina," prepared for Del Webb Communities, Inc., by Thomas and Hutton Engineering Co., Savannah, Ga., dated \_\_\_\_\_, 1994, certified by Boyce L. Young, S.C.R.L.S. No. 11079, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_.

AND ALSO, for the purpose of describing the Future Development Property under IIF of this Amendment (which adds a new paragraph IID to the Development Agreement) only, all that certain property which is contiguous to the approved Master Plan Area, within Beaufort County, South Carolina, and which lies east of the New River, west of S.C. Highway 170, north of S.C. Highway 46, and south of the proposed extension of U.S. Highway 278 from McGarveys Comer to Interstate 95, which Property is not a part of the presently approved Master Plan Area.

00865

**EXHIBIT "B"**

**Description of Property To Be Donated**

All that certain parcel of property, containing 5.0 acres, more or less, as shown on a plat entitled "\_\_\_\_\_", prepared by Thomas and Hutton Engineering Company, Savannah, Ga., dated \_\_\_\_\_, 1994, certified by Boyce L. Young, S.C.R.L.S. No. 11079, and recorded in the RMC Office of Beaufort County, South Carolina, in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_.



**EXHIBIT "C"**  
**Master Plan Amendment**

Attached hereto as Exhibit "C" to the Amendment To the Development Agreement is a complete copy of the entire Del Webb Master Plan and Rezoning documentation for the Bull Hill Tract, with certain approved changes to the Argent III Tract, as approved and adopted by the County Council of Beaufort County, South Carolina on November\_\_\_\_\_, 1994. To the extent that any portion of such Master Plan Amendment may be inadvertently or intentionally omitted as a physical attachment hereto, or any copy hereof, such Master Plan Amendment and Rezoning Approval, as adopted by Beaufort County Ordinance Number \_\_\_\_\_, is hereby incorporated herein by reference.