



**The Town of Hilton Head Island**  
**Town Council Public Hearing/ Special Meeting**

**August 12, 2015**

**5:00 P.M.**

**BENJAMIN M. RACUSIN COUNCIL CHAMBERS**

**AGENDA**

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**As a Courtesy to Others Please Turn Off/Silence All Mobile Devices During  
the Town Council Meeting**

- 1) Call to Order**
- 2) Pledge to the Flag**
- 3) FOIA Compliance** – Public notification of this meeting has been published, posted and distributed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.
- 4) Approval of Minutes**
  - a.** Town Council Meeting, August 4, 2015

**5:00 P.M. – PUBLIC HEARING – Proposed Addendum #1 to that certain Amended and Restated Development Agreement dated November 19, 2014 between Shelter Cove Towne Centre, LLC, and the Town of Hilton Head Island**

**5) Unfinished Business**

**None.**

**6) New Business**

**a. First Reading of Proposed Ordinance 2015-18**

First Reading of Proposed Ordinance 2015-18 to amend Title 16, the Land Management Ordinance, of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-1-107, the Official Zoning Map and the Palmetto Dunes Resort Master Plan with respect to the certain parcels identified as Parcel 7, on Beaufort County Tax Map #12C, and an approximately 4.4 acre portion of Parcel 2 on Beaufort County Tax Map #12C, within the Palmetto Dunes Resort Master Plan under the PD-1 Planned Development Mixed Use District, to amend the associated uses and densities for Parcel 7, Tax Map #12C to community park and 120-150 multi-family dwelling units; and the portion of Parcel 2, Tax Map #12C to 80-120 multi-family dwelling units and community park; provided the aggregate total of multi-family units does not exceed 240 total and providing for severability and an effective date.

**b. First Reading of Proposed Ordinance 2015-17**

First Reading of Proposed Ordinance 2015-17 of the Town Council for the Town of Hilton Head Island, South Carolina, authorizing the execution of Addendum #1 to that certain Amended and Restated Development Agreement for Shelter Cove Mall with Shelter Cove Towne Centre, LLC and Shelter Cove II, LLC for the redevelopment of property previously known as the Mall at Shelter Cove and surrounding property, pursuant to the authority of S.C. Code Ann. § 5-7-40 (Supp. 2011), and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983); and providing for severability and an effective date.

**c. First Reading of Proposed Ordinance 2015-20**

First Reading of Proposed Ordinance 2015-20 of the Town Council for the Town of Hilton Head Island, South Carolina, authorizing the sale of real property owned by the Town of Hilton Head Island, South Carolina, to Shelter Cove II, LLC, in exchange for land to be conveyed to the Town of Hilton Head Island, South Carolina and owned by Shelter Cove II, LLC, in conjunction with Addendum #1 to that certain Amended and Restated Development Agreement, pursuant to the authority of S.C. Code Ann. § 5-7-40 (Supp. 2011), and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983); and providing for severability and an effective date.

**d. First Reading of Proposed Ordinance 2015-21**

First Reading of Proposed Ordinance 2015-21 of the Town Council for the Town of Hilton Head Island, South Carolina, authorizing the establishment of covenants and restrictions on real property in conjunction with Addendum #1 to that certain Amended and Restated Development Agreement, pursuant to the authority of S.C. Code Ann. § 5-7-40 (Supp. 2011), and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983); and providing for severability and an effective date.

**e. Performance Evaluation and Compensation of the Town Manager**

**7) Adjournment**

**THE TOWN OF HILTON HEAD ISLAND**  
**REGULAR TOWN COUNCIL MEETING**

**Date:** Tuesday, August 4, 2015

**Time:** 4:00 P.M.

**Present from Town Council:** David Bennett, *Mayor*; Bill Harkins, *Mayor Pro Tem*, Lee Edwards, Marc Grant, Tom Lennox, Kim Likins, John McCann, *Council Members*

**Present from Town Staff:** Steve Riley, *Town Manager*; Greg DeLoach, *Assistant Town Manager*; Charles Cousins, *Director of Community Development*; Jill Foster, *Deputy Director of Community Development*; Scott Liggett, *Director of Public Projects & Facilities/Chief Engineer*; Ed Boring, *Deputy Fire Chief- Support Services*; Heather Colin, *Development Review Administrator*; Nicole Dixon, *Senior Planner*; Jayme Lopko, *Senior Planner*; Brian Hulbert, *Staff Attorney*; Julian Walls, *Facilities Manager*; John Valvo, *Systems Analyst*; Vicki Pfannenschmidt, *Executive Assistant/Town Clerk*

**Present from Media:** Zach Murdock, Erin Heffernan ~ Island Packet

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**1) CALL TO ORDER**

Mayor Bennett called the meeting to order at 4:00 p.m.

**2) PLEDGE TO THE FLAG**

**3) INVOCATION**

**4) FOIA Compliance** – Public notification of this meeting has been published, posted, and mailed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.

**5) Proclamations and Commendations**

**6) Approval of Minutes**

**a. Town Council Meeting, July 21, 2015**

Mr. Harkins moved to approve. Mr. McCann seconded. The minutes of the July 21, 2015 regular Town Council meeting were unanimously approved by a vote of 7-0.

Mr. Riley asked for an amendment to the agenda. He explained there was timing issue related to the closing regarding the previously approved sale of 10 acres to the owners of Pineland Mall. He further explained an issue came up related to the closing and some covenants that need discussed. He asked for a motion to add the following to the Executive Session:

1) Receiving legal advice related to negotiations incident to proposed sale or purchase of property and the associated covenants at Pineland Station to the executive session;

And under **New Business**:

2) Discussion of the release of covenants encumbering Town owned property at Pineland Station as an action item under new business;

and that the Town Council find that exigent circumstance will exist if the Pineland Station contractual matter is not added to the current meeting agenda for the Council's consideration and desired action before the conclusion of this meeting. Mr. Harkins moved to modify the agenda for the reasons as set forth by the Town Manager. Mr. McCann seconded. The motion was unanimously approved by a vote of 7-0.

## 7) **Report of the Town Manager**

### a. Semi-Annual Update of the Planning Commission – Alex Brown, Chairman

Mr. Brown presented his report for the period of January, 2015 through June, 2015. He noted seven meetings were cancelled during this period due to lack of agenda items. He noted the Circle to Circle Committee is moving along well and public input is at a high and they are comfortable with the process being utilized. He added that he would recommend the process used by the Committee moving forward. Mr. Brown said that due to the existing goals Council has set he does not foresee the Planning Commission coming forward with recommendations for the upcoming year and restated his comments concerning Town Council utilizing the Planning Commission in moving forward with their goals.

### b. Town Manager's Items of Interest

Mr. Riley reported on items of interest listed below.

- (1) Town News
- (2) Noteworthy Events

## 8) **Reports from Members of Council**

### a. General Reports from Council

Mr. McCann suggested that in addition to Town Council meetings, the Pledge of Allegiance be included in all Town Council Workshops. Members of Council concurred.

Mr. Harkins stated he has received a number of questions and complaints from residents regarding resident parking and access at Town beaches. He suggested addressing the issue after the conclusion of the season. Mr. McCann added that the issue regarding tents/cabanas on the beach be included in the review. He suggested the Finance and Administrative Committee conduct the review of both issues. Mayor Bennett agreed.

### b. Report of the Intergovernmental Relations Committee – Bill Harkins, Chairman

No report.

### c. Report of the Community Services Committee – Kim Likins, Chairman

Mrs. Likins updated Council on the activities of the Arts and Strategic Planning Committee noting the August 10 meeting was rescheduled to August 17 at 3:00 p.m. She said they are moving forward with their interview process as well as their investigation into other communities and their involvement in supporting the arts.

### d. Report of the Public Planning Committee – Tom Lennox, Chairman

Mr. Lennox reported the Committee met on July 23 and addressed two items. The first to review and approve the updated Hilton Head Island Design Guide and the second a request from the United Way regarding increased length of time for their campaign and as a result increased length of time for signage placed on the Island. He stated both items would be coming forward to Town Council with the Committee recommendation for approval.

### e. Report of the Public Facilities Committee – Lee Edwards, Chairman

No report.

**f. Report of the Public Safety Committee - Marc Grant, Chairman**

No report.

**g. Report of the Finance and Administrative Committee - John McCann, Chairman**

Mr. McCann reported that the Accommodations Tax Advisory Committee has developed a new application for this year utilizing suggestions from the Finance and Administrative Committee as well as suggestions from the Mayor. He added that the RFQ for the Marketing and PR Firm went out this week and the deadline for submittal is September 1. He explained the Committee is working on procedures to handle responses and will update Council throughout the process.

**h. Report of the Circle to Circle Committee - Tom Lennox, Town Council Liaison**

Mr. Lennox stated the Committee met three times since July 21. He said that on July 22 the Committee developed four guiding principles for the process which are:

1. Convey a sense of place and character for the Circle to Circle area which may in fact extend all the way to the bridge.
2. Observe and enhance the natural environment and lush tropical landscape.
3. To provide an Island experience.
4. Balance the needs and wants of residents with those of tourists and future residents.

He stated the Committee met with the public on July 22 at 4:00 p.m. to exchange what they thought was heard to what they thought they said and it was a good match. He remarked on the support from the public on proceeding from the assumptions and the guiding principles. Mr. Lennox added that the Committee met on July 29 to focus on the vision and address any and all challenges thought to stand in the way. He said the committee anticipates having an update for Council at the retreat in November.

**9) Appearance by Citizens**

Mayor Bennett stated that no one contacted Town Hall to speak but he received a couple emails from individuals asking to speak. He asked if anyone was present that would like to speak on items that are not included on the agenda.

Mr. Toby McSwain addressed Council asking for consideration of the installation of leisure pathways on Jonesville Road.

**10) Unfinished Business**

**a. Second Reading of Proposed Ordinance 2015-03**

Second Reading of Proposed Ordinance 2015-03 authorizing the execution of a Sale and Purchase Agreement and the execution of one or more deeds for the sale of approximately 0.472 acres of real property along Spanish Wells Road to South Carolina Department of Transportation, pursuant to the authority of S.C. Code Ann. § 5-7-40 (Supp. 2011), and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983); and providing for severability and an effective date.

Mr. Harkins moved to approve. Mr. McCann seconded. The motion was unanimously approved by a vote of 7-0.

## 11) New Business

### a. Consideration of a Resolution - Community Rating System Program for Public Information

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina to approve the Town of Hilton Head Island Community Rating System Program for Public Information.

Mr. Harkins moved to approve. Mr. McCann seconded.

Nicole Dixon explained the extensive process and noted the 25% discount in flood insurance costs that Hilton Head Island citizens receive as a benefit from the Town program. The motion was unanimously approved by a vote of 7-0.

### b. Consideration of a Resolution – Public Art

Consideration of a Resolution of the Town of Hilton Head Island, South Carolina, authorizing the execution of a gift agreement with the Community Foundation of the Lowcountry for the acquisition of the “Carocol” sculpture.

Mr. Harkins moved to approve. Mr. McCann seconded. The motion was unanimously approved by a vote of 7-0.

At 4:25 p.m. Mr. Harkins moved to go into Executive Session to discuss some contractual matters relative to the Amended Shelter Cove Towne Centre Development Agreement. Mr. McCann seconded. The motion was unanimously approved by a vote of 7-0.

## 5:30 P.M. – PUBLIC HEARING – Proposed Addendum #1 to that certain Amended and Restated Development Agreement dated November 19, 2014 between Shelter Cove Towne Centre, LLC, and the Town of Hilton Head Island

Mayor Bennett called the meeting back to order at 5:35 p.m. and opened the Public Hearing noted above.

Mayor Bennett explained the proposed changes to the agreement came about as a result of a phone conference he held with Mr. Senn back in December of 2014. He said it was based on an idea that he believed would improve the overall development plan of Shelter Cove. He stated that as a developer himself, he respects and appreciates the efforts that go into bringing a real estate development into fruition. He emphasized it was just an idea and that for whatever reason Mr. Senn didn't believe that changes resulting from the idea would improve the overall project that he would be fully entitled and encouraged to move forward with the development approvals that he had in hand at that point and time. Mayor Bennett said he appreciated Blanchard and Calhoun's continued efforts to bring an exceptional project to fruition in our community. He invited representatives of Shelter Cove Town Centre to conduct a presentation.

Mr. Mark Senn of Blanchard and Calhoun stated their intentions are to do the best they can do with the project and they welcomed the idea proposed by Mayor Bennett. He stated the changes that resulted strengthen the overall development. Mr. John Lee of Blanchard and Calhoun explained the background of the changes and suggestions from the Mayor to move the west side apartments to the east side and reduce the massiveness of the buildings while opening up the park area. The architect for the project, Ms. Ellen Garland, displayed the plans, reviewed the proposed changes and offered to answer any questions.

Mayor Bennett asked for public input.

Frank Babel approached Council and noted the need for connectivity of leisure pathways in the area and encouraged Council to request the developer to install and pay for the installation of pathways in the area of the proposed changes.

Mark Baker of Wood and Partners pointed out that one of the key features of the plan is that it does have a public edge all along the marsh and includes a trail in front on the marsh side and on the Shelter Cove Lane side.

Mayor Bennett asked for further public input and there being none read the following statement:

*The Town of Hilton Head Island Town Council will hold a second Public Hearing on a proposed Amendment #1 to the Amended and Restated Development Agreement between the Town of Hilton Head Island and Shelter Cove Towne Centre, LLC at 5:00 p.m. on Wednesday, August 12, 2015, in the Benjamin M. Racusin Council Chambers and Town Hall. This will be a Special Town Council meeting and we will add First Reading of New Business Items C, D, E and F from this Public Hearing/Regular Meeting Agenda.*

He stated that during Executive Session, the majority opinion of Council is they would like to see several changes to the Development Agreement. He said that in essence, Council would like to see a revised concept plan and consulting with the Town Attorney, there are questions that exist between what is shown on the plan and the language within the Development Agreement. He added that the purpose of clarity, Council would like to see utilization of the existing boundaries that are associated with the current development agreement with only adding the residential component of East #3 parcel. He reiterated the concern again comes back to adding in the Veterans Memorial Park and some question as to control, so they would rather not have it be a part of the agreement. Mayor Bennett added that Council does not want any additional covenants or restrictions on any other Town property that haven't already been covenanted to the current Development Agreement. Council would like the exchange parcel, which would be the parcel south to the Community Park, be restored and graded and seeded prior to turnover to the Town and that the revised concept plan will not reflect any improvements which would otherwise be the Town's responsibility to fund that haven't previously been agreed to by the Town. He stated the example of what is shown on the concept plan is a parking area on the parcel just outside of the Newport Town Homes parcel. He said it is unknown who would fund that or whether the Town would want to construct parking on that parcel and Council does not want to have it shown on the drawing and he said the same would be true at the far northern end. Mayor Bennett said Council will meet on Wednesday, August 12 at 5:00 p.m. to continue the process.

At 6:00 p.m. Mayor Bennett closed the Public Hearing.

**c. First Reading of Proposed Ordinance 2015-18**

First Reading of Proposed Ordinance 2015-18 to amend Title 16, the Land Management Ordinance, of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-1-107, the Official Zoning Map and the Palmetto Dunes Resort Master Plan with respect to the certain parcels identified as Parcel 7, on Beaufort County Tax Map #12C, and an approximately 4.4 acre portion of Parcel 2 on Beaufort County Tax Map #12C, within the Palmetto Dunes Resort Master Plan under the PD-1 Planned Development Mixed Use District, to amend the associated uses and densities for Parcel 7, Tax Map #12C to community park and 120-150 multi-

family dwelling units; and the portion of Parcel 2, Tax Map #12C to 80-120 multi-family dwelling units and community park; provided the aggregate total of multi-family units does not exceed 240 total and providing for severability and an effective date.

To be addressed at the August 12, 2015 Public Hearing/Special Meeting

**d. First Reading of Proposed Ordinance 2015-17**

First Reading of Proposed Ordinance 2015-17 of the Town Council for the Town of Hilton Head Island, South Carolina, authorizing the execution of Addendum #1 to that certain Amended and Restated Development Agreement for Shelter Cove Mall with Shelter Cove Towne Centre, LLC and Shelter Cove II, LLC for the redevelopment of property previously known as the Mall at Shelter Cove and surrounding property, pursuant to the authority of S.C. Code Ann. § 5-7-40 (Supp. 2011), and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983); and providing for severability and an effective date.

To be addressed at the August 12, 2015 Public Hearing/Special Meeting

**e. First Reading of Proposed Ordinance 2015-20**

First Reading of Proposed Ordinance 2015-20 of the Town Council for the Town of Hilton Head Island, South Carolina, authorizing the sale of real property owned by the Town of Hilton Head Island, South Carolina, to Shelter Cove II, LLC, in exchange for land to be conveyed to the Town of Hilton Head Island, South Carolina and owned by Shelter Cove II, LLC, in conjunction with Addendum #1 to that certain Amended and Restated Development Agreement, pursuant to the authority of S.C. Code Ann. § 5-7-40 (Supp. 2011), and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983); and providing for severability and an effective date.

To be addressed at the August 12, 2015 Public Hearing/Special Meeting

**f. First Reading of Proposed Ordinance 2015-21**

First Reading of Proposed Ordinance 2015-21 of the Town Council for the Town of Hilton Head Island, South Carolina, authorizing the establishment of covenants and restrictions on real property in conjunction with Addendum #1 to that certain Amended and Restated Development Agreement, pursuant to the authority of S.C. Code Ann. § 5-7-40 (Supp. 2011), and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983); and providing for severability and an effective date.

To be addressed at the August 12, 2015 Public Hearing/Special Meeting

**12) Executive Session**

Mr. Riley stated he needed an Executive Session for land acquisition matters pertaining to the proposed sale or purchase of property for the Lagoon Road Extension; legal matters pertaining to proposed contractual arrangements with Palmetto Hall and Beaufort County related to the Airport; legal matters regarding negotiations incident to proposed contractual agreements with the Hilton Head island-Bluffton Chamber of Commerce and Visitor & Convention Bureau; contractual matters related to a request to release covenants on the parcel previously approved to be sold to Pineland Associates, II, LLC; personnel matters pertaining to appointments to Boards and Commissions; personnel matters pertaining to the annual review of the Town Attorney; and personnel matters pertaining to the annual review of the Town Manager.

Mr. Harkins moved to go into Executive Session for the reasons as set forth by the Town Manager. Mr. McCann seconded. The motion was approved by a vote of 7-0.

Mayor Bennett called the meeting back to order at 7:48 p.m. and asked if there was anything to take up as a result of Executive Session.

Mr. McCann moved that the Town Manager be authorized to execute a release of covenants that encumber the Town-owned land adjacent to the Pineland Mall Shops. Mr. Harkins seconded. The motion was approved unanimously by a vote of 7-0.

### **New Business**

#### **11.g. Appointments to Board and Commissions**

Mrs. Likins moved that Michael Gentemann be appointed to the Design Review Board as an Architect member, to fill the unexpired term of Kevin Quat ending June, 2018. Mr. Edwards seconded. The motion was unanimously approved by a vote of 7-0.

#### **13) Adjournment**

Mr. Harkins moved to adjourn. Mrs. Likins seconded. The motion was approved by a vote of 7-0. The meeting was adjourned at 7:49 p.m.

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Vicki L. Pfannenschmidt  
Executive Assistant/Town Clerk

Approved:

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David Bennett, Mayor



# TOWN OF HILTON HEAD ISLAND

## *Community Development Department*

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Teri B. Lewis, AICP, *LMO Official*  
**FROM:** Heather L. Colin, AICP, *Development Review Administrator*  
**CC:** Charles Cousins, AICP, *Community Development Director*  
**DATE:** July 16, 2015  
**SUBJECT:** ZA-1190-2015 – Shelter Cove Towne Centre Apartments  
Proposed Ordinance No. 2015-18

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### **Recommendation:**

The Planning Commission met on July 15, 2015 to review the attached application for Zoning Map Amendment (ZA-1190-2015) and after a public hearing voted 6-0-0 to recommend that Town Council approve the proposed application for rezoning. Commissioner Caroline McVitty, Commissioner Todd Theodore, and Commissioner Bryan Hughes were not present.

### **Summary:**

Victor J. Mills on behalf of Shelter Cove Towne Centre, LLC and Shelter Cove II, LLC has submitted a request to amend the Palmetto Dunes Resort Master Plan to shift and reallocate the multi-family density and allow for flexibility in assigning density in the following manner:

- Change the number of multi-family dwelling units (apartments) on the Multi-family Site #1 from 210 to 120-150;
- Increase the number of multi-family dwelling units (apartments) on the Multi-family Site #2 from 0 permitted to a range of 80-120;
- The aggregate total of dwelling units for both properties would not exceed 240 units; and
- No other changes to the Master Plan land use designations and associated densities for the properties.

### **Background:**

On **November 19, 2014** Town Council approved an Amended and Restated Development Agreement between Shelter Cove Towne Centre, LLC and Town of Hilton Head Island for the redevelopment of the Mall at Shelter Cove, now known as Shelter Cove Towne Centre.

On **June 9, 2015** Town Council approved the initiation of an application to be submitted by Shelter Cove Towne Centre to submit a Zoning Map Amendment application for Town owned property located further along Shelter Cove Lane. This would begin the public process for consideration of a plan that would involve a land swap and reconfiguration of the apartments.

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND**

**ORDINANCE NO. 2015-**

**PROPOSED ORDINANCE NO. 2015-18**

**AN ORDINANCE TO AMEND TITLE 16, THE LAND MANAGEMENT ORDINANCE, OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, BY AMENDING SECTION 16-1-107, THE OFFICIAL ZONING MAP AND THE PALMETTO DUNES RESORT MASTER PLAN WITH RESPECT TO THE CERTAIN PARCELS IDENTIFIED AS PARCEL 7, ON BEAUFORT COUNTY TAX MAP #12C, AND AN APPROXIMATELY 4.4 ACRE PORTION OF PARCEL 2 ON BEAUFORT COUNTY TAX MAP #12C, WITHIN THE PALMETTO DUNES RESORT MASTER PLAN UNDER THE PD-1 PLANNED DEVELOPMENT MIXED USE DISTRICT, TO AMEND THE ASSOCIATED USES AND DENSITIES FOR PARCEL 7, TAX MAP #12C TO COMMUNITY PARK AND 120-150 MULTI-FAMILY DWELLING UNITS; AND THE PORTION OF PARCEL 2, TAX MAP #12C TO 80-120 MULTI-FAMILY DWELLING UNITS AND COMMUNITY PARK; PROVIDED THE AGGREGATE TOTAL OF MULTI-FAMILY UNITS DOES NOT EXCEED 240 TOTAL AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, on May 7, 1986, the Town of Hilton Head Island granted Preliminary Plan Approval to an update of the Palmetto Dunes Resort Master Plan; and

**WHEREAS**, on October 7, 2014, the Town Council did amend Title 16 of the Municipal Code of the Town of Hilton Head Island by enacting a new Land Management Ordinance (the "LMO"); and

**WHEREAS**, section 16-3-105.K of the Land Management Ordinance incorporates the Palmetto Dunes Resort Master Plan and associated text as a Town-approved master plan under the PD-1 Planned Development Mixed Use District; and

**WHEREAS**, on October 16, 2012, Town Council approved a Zoning Map Amendment to facilitate the redevelopment of the Mall at Shelter Cove; and

**WHEREAS**, on October 16, 2012, Town Council approved a Development Agreement to facilitate the redevelopment of the Mall at Shelter Cove; and

**WHEREAS**, on November 19, 2014, Town Council approved a Zoning Map Amendment to further facilitate the redevelopment of the Mall at Shelter Cove by amending the associated multi-family density; and

**WHEREAS**, on November 19, 2014, Town Council approved an Amended and Restated Development Agreement to further facilitate the redevelopment of the Mall at Shelter Cove; and

**WHEREAS**, on June 9, 2015, Town Council authorized Shelter Cove Towne Centre to submit a Zoning Map Amendment application to request approval of a shift and reallocation of multi-family dwelling units;

**WHEREAS**, the Planning Commission is authorized by the LMO to hold a public hearing on said Zoning Map Amendment application, and the Planning Commission held a public

hearing on July 15, 2015, at which time a presentation was made by staff and an opportunity was given for the public to comment on the rezoning request;

**WHEREAS**, the Planning Commission, after consideration of the staff report, public comments, and the criteria set forth in Section 16-2-103.C of the LMO, voted 6-0 to recommend to Town Council that the rezoning request be approved, finding that the application is consistent with the Comprehensive Plan and serves to carry out the purposes of the Land Management Ordinance; and

**WHEREAS**, after due consideration of said Zoning Map Amendment application and the recommendation of the Planning Commission, the Town Council, upon further review, finds it is in the public interest to approve the proposed application.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF THE SAID COUNCIL:**

**Section 1. Amendment.** That the Official Zoning Map of the Town of Hilton Head Island, as referred to in Section 16-1-107 of the LMO, and the Palmetto Dunes Resort Master Plan and associated text, referred to in Section 16-3-105.K of the Land Management Ordinance, be hereby amended to modify the use designations and associated density of that certain 4.97 acre parcel identified as Parcel 7 on Beaufort County Tax Map 12C, to 120-150 multi-family dwelling units, and community park; and that approximately 4.4 acre portion of the parcel identified as Parcel 2 on Beaufort County Tax Map 12C to 80-120 multi-family dwelling units and community park; provided that the aggregate total of multi-family units does not exceed 240 total. The attached Concept Plan shows the location of the subject properties.

**Section 2. Severability.** If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 3. Effective Date.** This Ordinance shall be effective upon its adoption by the Town Council of the Town of Hilton Head Island, South Carolina.

**PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

THE TOWN OF HILTON HEAD  
ISLAND, SOUTH CAROLINA

\_\_\_\_\_  
David G. Bennett, Mayor

ATTEST:

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Victoria L. Pfannenschmidt, Town Clerk

Public Hearing: July 15, 2015

First Reading: August 4, 2015

Second Reading:

Approved as to form:

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Gregory M. Alford, Town Attorney

Introduced by Council Member: \_\_\_\_\_



**SHELTER COVE TOWNE CENTRE APARTMENTS**  
 ALTERNATE CONCEPT PLAN - STUDY TWO  
 HILTON HEAD ISLAND, SOUTH CAROLINA  
 JULY 1, 2015





## TOWN OF HILTON HEAD ISLAND COMMUNITY DEVELOPMENT DEPARTMENT

One Town Center Court

Hilton Head Island, SC 29928

843-341-4757

### STAFF REPORT ZONING MAP AMENDMENT

Application #:	Name of Project or Development:	Public Hearing Date:
<b>ZA-001190-2015</b>	Shelter Cove Towne Centre Apartments (Mall at Shelter Cove)	July 15, 2015

Parcel Data or Location:		Applicant/Agent
District R520, Parcel 7, Tax Map 12C Multifamily Site #1  4.97 Acres	District R520, Parcel 2, Tax Map 12C ( <i>portion of</i> ) Multifamily Site #2  Approximately 4.4 Acres	
<u>Existing and Proposed Zoning District</u> PD-1; Palmetto Dunes Resort Master Plan (no change)	<u>Existing and Proposed Zoning District</u> PD-1; Palmetto Dunes Resort Master Plan (no change)	Victor J. Mills on behalf of Shelter Cove Towne Centre, LLC and Shelter Cove II, LLC
<u>Existing Master Plan Land Use Designations</u> Multifamily Residential and Community Park	<u>Existing Master Plan Land Use Designation</u> Community Park	
<u>Proposed Master Plan Land Use Designations</u> Multifamily Residential and Community Park	<u>Proposed Master Plan Land Use Designations</u> Community Park and Multifamily Residential	
<u>Applicable Overlay District</u> Corridor Overlay	<u>Applicable Overlay District</u> Corridor Overlay	
<u>Existing Density</u> Maximum of 210 dwelling units; (not to exceed 240 for the entire development site)	<u>Existing Density</u> 0 dwelling units	
<u>Proposed Density</u> <b>A range of Multifamily dwelling units from 120-150(provided that there will be no more than</b>	<u>Proposed Density</u> <b>A range of Multifamily dwelling units from 80-120 (provided that there will be no</b>	

<b>240 total Multifamily units on both properties in this request)</b>	<b>more than 240 total Multifamily units on both properties in this request)</b>	
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**Application Summary:**

Victor J. Mills on behalf of Shelter Cove Towne Centre, LLC and Shelter Cove II, LLC has submitted a request to amend the Palmetto Dunes Resort Master Plan to reallocate the multifamily density and allow for flexibility in assigning density in the following manner:

- change the number of multifamily dwelling units (apartments) on the Multifamily Site #1 of the development (120 to 150);
- increase the number of multifamily dwelling units (apartments) on the Multifamily Site #2 from 0 permitted units to a range of (80 to 120)
- the aggregate total of dwelling units for both properties would not exceed 240 units; and
- no other changes to the Master Plan land use designations and associated densities for the properties.

**Planning Commission Action:**

Staff recommends that the Planning Commission review the application and staff report, hold a public hearing on the application, and make a recommendation for action on the application to Town Council for their review and decision.

**Other Related Commission or Committee Recommendations and Background:**

- On **December 21, 2010** Town Council approved by resolution, ‘Shelter Cove Mall Redevelopment: Conceptual Plan Direction and Town’s Role’ as a High Priority Target for Action.
- On **December 20, 2011** Town Council approved by resolution, ‘Shelter Cove Area Redevelopment: Determine Town’s Role, and Approve a Plan’ as a Top Priority Target for Action.
- On **October 16, 2012** Town Council approved a Development Agreement between Shelter Cove Towne Centre, LLC and the Town of Hilton Head Island for the redevelopment of the Mall at Shelter Cove, now known as Shelter Cove Towne Centre that includes commercial uses, multifamily residential (apartments), and a relocated waterfront Community Park.
- On **July 29, 2014** Town Council held a workshop to discuss the proposed changes associated with the project in a public setting. No action was taken; the massing of the buildings and associated parking were discussed and indicated as areas of concern.
- On **November 19, 2014** Town Council approved a rezoning request to increase the overall multifamily dwelling units from 210-240 and to allow for flexibility in the location of the units.
- On **November 19, 2014** Town Council approved an Amended and Restated Development Agreement between Shelter Cove Towne Centre, LLC and the Town of Hilton Head Island for the redevelopment of the Mall at Shelter Cove, now known as

Shelter Cove Towne Centre that included changes related to the subsequent rezoning and included potential future parking improvements.

**Background:**

On October 16, 2012, Town Council approved both a Development Agreement as well as an amendment to the Palmetto Dunes Resort Master Plan. The Development Agreement included specific information related to the redevelopment project, including a conceptual site plan. The Master Plan land use designations for the properties were:

Property One:

- **295,000** square feet of Commercial uses excluding uses restricted by LMO 16-4-209, but permitting liquor stores and gas sales, Community Park, and **76 Multifamily dwelling units.**

Property Two:

- Community Park and **134 Multifamily dwelling units** (on a portion of the Town owned parcel, a portion of the current Shelter Cove Community Park).

On November 19, 2014, Town Council approved both a Development Agreement as well as an amendment to the Palmetto Dunes Resort Master Plan. The Development Agreement includes specific information related to the redevelopment project, including a conceptual site plan. The current Master Plan land use designations for the properties are:

Property One:

- **295,000** square feet of Commercial uses excluding uses restricted by LMO 16-4-209 (LMO 13-3-105.K.3), but permitting liquor stores and gas sales, Community Park, and **up to 50 Multifamily dwelling units.**

Property Two:

- Community Park and **up to 210 Multifamily dwelling units; provided the aggregate total doesn't exceed 240 units** (previous Shelter Cove Community Park).

Since the commencement of the commercial portion of the project and the opening of the new relocated Waterfront Community Park, the discussions began to consider shifting the location of the apartments from adjacent to the Newport Community to further along Shelter Cove Lane.

The proposed changes will require modifications to the Development Agreement. In order to facilitate the relocation, Town Council will have to approve the land swap. Town Council will hold two public hearings on the requested modifications in the Development Agreement that are associated with this request, which will be held at the same time as 1<sup>st</sup> and 2<sup>nd</sup> Readings for this Zoning Map Amendment.

**Applicant's Grounds for ZMA, Summary of Facts and Conclusions of Law:**

As stated in the Application, "The purpose of the requested rezoning is to lessen the footprint of the New Multi-Family Parcel and to decrease the mass associated with the Multi-Family structure to be constructed thereon, and also to allow for the increase in size of the Community Park Parcel by adding thereto, at the discretion of the Town, the proposed

Community Park Expansion or Greenspace, all as shown on the Concept Plan. If the rezoning request is granted, the synergy created by separating the multi-family activities from the Community Park will result in a more well-organized configuration that provides for a more identifiable separation of the type of activities conducted on the Community Park Parcel used for leisure and recreation by the public and the residential multi-family units which will be used by residents of the community. This separation will provide: (i) the opportunity and convenience to the residents of the multi-family units to be able to work and spend their leisure time within a comfortable walking distance from their residences, (ii) to provide greater Community Park space for the public, and (iii) to provide further separation and privacy to the individuals residing at Newport.”

### **Summary of Facts and Conclusions of Law:**

#### **Findings of Facts:**

- LMO 16-2-102.E.1 requires that, when an application is subject to a hearing, the LMO Official shall ensure that the hearing on the application is scheduled for a regularly scheduled meeting of the body conducting the hearing or a meeting specially called for that purpose by such body. The LMO Official scheduled the public hearing on the application for the July 15, 2015 Planning Commission meeting, which is a regularly scheduled meeting of the commission.
- LMO 16-2-102.E.2 requires the LMO Official to publish a notice of the public hearing in a newspaper of general circulation in the Town no less than 15 calendar days before the hearing date. Notice of the July 15, 2015 public hearing was published in the Island Packet on June 28, 2015.
- LMO 16-2-102.E.2 requires the applicant to mail a notice of the public hearing by first-class mail to the owner(s) of the land subject to the application and owners of record of properties within 350 feet of the subject land, no less than 15 calendar days before the July 15, 2015 hearing date. The applicant mailed notices of the public hearing by first-class mail to the owner(s) of the land subject to the application and owners of record of properties within 350 feet of the subject land on June 25, 2015.
- LMO Appendix D.1.A requires the applicant to submit a copy of correspondence illustrating that the applicant has solicited written comments from the appropriate property owners’ association regarding the requested amendment. Such correspondence shall encourage the association to direct any comments in writing to the LMO Official and the applicant within 14 calendar days of receipt of the notification. The applicant mailed these notices on June 25, 2015.
- LMO 16-2-102.E.2 requires the LMO Official to post conspicuous notice of the public hearing on or adjacent to the land subject to the application no less than 15 days before the hearing date, with at least one such notice being visible from each public thoroughfare that abuts the subject land. The LMO Official posted on June 29, 2015 conspicuous notice of the public hearing on the land subject to the application, with two notices being visible from the public thoroughfare that abuts the subject land.

#### **Conclusions of Law:**

- The Official scheduled the public hearing on the application for the July 15, 2015 Planning Commission meeting, in compliance with LMO 16-2-102.E.1.
- Notice of the public hearing was published 17 calendar days before the meeting date, in compliance with LMO 16-2-102.E.2.
- The applicant mailed notices of the public hearing to the owner(s) of the land subject

- to the application and owners of record of properties within 350 feet of the subject land 20 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2
- The applicant mailed a notice regarding the requested amendment to the Palmetto Dunes Resort Property Owners' Association, Newport POA, and Shelter Cove Harbor Community 20 calendar days before the hearing date, in compliance with LMO Appendix D.1.A.
  - The LMO Official posted conspicuous notice of the public hearing on the land subject to the application 17 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2.

***As set forth in Section 16-2-103.C.3, Zoning Map Amendment Review Criteria, the Commission shall consider and make findings on the following matters regarding the proposed amendment.***

**Summary of Facts and Conclusions of Law:**

*Criteria 1: Whether and the extent to which the proposed zoning is in accordance with the Comprehensive Plan (LMO 16-2-103.C.3.a.i):*

**Findings of Facts:**  
The adopted Comprehensive Plan addresses this project in the following areas:

**Housing Element**

**Implications for the Comprehensive Plan 5.1 – Housing Units and Tenure**

Although, an increase in the total number of housing units contributes to the economic tax base for the Town, it is important that both the quantity as well as quality of the housing stock is maintained to sustain current and future population and overall property values. As the amount of available land declines for new development, it will be very important to maintain a high quality housing stock on residential properties. In addition, the availability of various housing types is important for the housing market viability to accommodate the diverse needs of the Island’s population.

**Community Facilities Element**

**Implications for the Comprehensive 6.4 – Town Acquired Property**

As the number of Town-owned properties continues to increase careful consideration of future utility is important to long range planning efforts.

**Goal 6.1 – Build-out**

A. The goal is to provide innovative and visionary initiatives that mitigate challenges of growth and redevelopment while making available higher levels of service for community facilities in a fiscally responsible manner.

**Goal 6.4 – Town Acquired Property**

B. The goal is to assess the utility and character of Town acquired property.

## **Land Use Element**

### **Implications for the Comprehensive 8.2 – Town Acquired Property**

Building permit data is indicative of several factors, one being the state of the economy as well as current building needs and growth in both residential and commercial types. The data indicates that there is currently a downward trend in the number of building permits issued by the Town. Redevelopment of our existing built environment and infill development should be a focus for the future development of our community, while the Town has entered a more mature level of development.

### **Goal 8.11 – Six Land Use Goals in Town Plan**

4. Promote quality infill development and use redevelopment opportunities to promote more pedestrian friendly retail environments.

### **Goal 8.1 – Existing Land Use**

A. The goal is to have an appropriate mix of land uses to meet the needs of existing and future populations.

### **Goal 8.3 – Planned Unit Developments (PUD's)**

B. The goal is to have an appropriate mix of land uses to accommodate permanent and seasonal populations and existing market demands is important to sustain the Town's high quality of life and should be considered when amending PUD Master Plans.

### **Goal 8.4 – Existing Zoning Allocation**

A. An appropriate mix of land uses to accommodate permanent and seasonal populations and existing market demands is important to sustain the Town's high quality of life and should be considered when amending the Town's Official Zoning Map.

### **Goal 8.5 – Land Use Per Capita**

A. The goal is to have an appropriate mix and availability of land uses to meet the needs of existing and future populations.

### **Goal 8.10 – Zoning Changes**

A. The goal is to provide appropriate modifications to the Zoning designations to meet market demands while maintaining the character of the Island.

### **Goal 8.6 – Build-out**

A. The goal is to monitor land use consumption and conversion rates to maintain a proper balance of public infrastructure, private development, and land conservation.

B. The goal is to consider develop regulations and requirements to maintain the Island character and meet the needs of the community as it approaches build out.

### **Goal 8.10 - Zoning Changes**

A. The goal is to provide appropriate modifications to the Zoning designations to meet market demands while maintaining the character of the Island.

### **Implementation Strategy 8.3 - Planned Unit Developments (PUDs)**

A. Consider flexibility within the PUDs to address appropriate commercial or service land uses in areas with a high residential concentration.

### **Implementation Strategy 8.10 – Zoning Changes**

B. Consider focusing higher intensity land uses in areas with available sewer

connections.

### **Transportation Element**

#### **Implications for the Comprehensive 9.3 – Traffic Planning on the Island**

Future development and zoning classifications have an impact on the potential build-out of properties on the Island. Increasing the density of properties in certain areas of the Town may not be appropriate due to the inability of the current transportation network to handle the resulting additional traffic volumes. It may be more appropriate to provide density in areas that have the available roadway capacity and to reduce densities or development potential in areas that do not have the appropriate roadway capacity.

### **Natural Resources Element**

#### **Goal 3.3 Protect Quality of Life through Environmental Preservation**

- B. The goal is to maintain human health through natural resource preservation.
- D. The goal is to preserve open space (including improvement and enhancement of existing).
- E. The goal is to encourage greenways between present and future town properties.
- F. The goal is to encourage the preservation and/or enhancement of wildlife habitat on all town properties.
- H. The goal is to enhance, create and maintain vegetated riparian wetland buffers with viewing corridors and windows.

#### **Goal 3.5 Promote Sustainable Development**

- D. The goal is to create positive environmental effects on the surrounding neighborhood through Town open space land acquisition program.
- E. The goal is to preserve wetlands (isolated freshwater are of high priority), trees, rare or critical animal habitats, rare or critical

#### **Implementation Strategy 3.1 Protect Water Quality and Quantity**

- B. Maintain and/or improve watershed condition by reducing impervious surfaces through land acquisition.
- J. Implement the recommendations of the Broad Creek Management Plan.

#### **Implementation Strategy 3.3 Protect Quality of Life through Environmental Preservation**

#### **Broad Creek Management Plan - Chapter 2: Land Use**

#### **Goal 2: Land uses should be managed to protect the natural beauty of the shoreline of Broad Creek.**

As development continues, the visual appearance of the creek will change, but with the appropriate application of existing regulations, Broad Creek will remain a place of natural beauty.

**Implementation Strategy 3: Identify parcels along Broad Creek for potential purchase by the Town.**

These should include properties which are subject to high density development and properties which have valuable qualities for their visual beauty and/or wildlife habitat.

**Implementation Strategy 4: Examine any future rezonings to determine their impact on Broad Creek.**

Low impact land uses and creative site design should be strongly encouraged to preserve the creek's water quality and wildlife.

**Implementation Strategy 5: Work with the Architectural Review Boards of the PUDS and the individual landowners along the creek to help them understand the importance of buffers and building design considerations that impact the visual quality of Broad Creek.**

**Broad Creek Management Plan - Chapter 3: Water Quality**

**Goal 2: Acquire vacant parcels in the Broad Creek watershed and manage them as open space for stormwater filtration**

**Implementation Strategy: Protection of Critical Habitat #6: Research vacant parcels for possible acquisition for open space.**

These efforts should focus on the Broad Creek corridor, but all vacant, undeveloped properties within the watershed as well as the remainder of the Town have wildlife habitat value. Any properties purchased for open space should be managed for wildlife habitat. Priority should be given to parcels which can be part of a wildlife corridor system as discussed in the next section. The Natural Resources Element of the Comprehensive Plan supports this recommendation.

**Implementation Strategy: Creation of Wildlife Corridors #1: Manage Town owned land along Broad Creek to provide wildlife corridors.**

These properties are perhaps the most important first step and must be managed so that they provide linkages between parcels. The use of native vegetation to provide cover, and limiting fencing and other barriers on Town property is critical for wildlife movement. Current Town projects are being designed with this consideration.

**Implementation Strategy: Creation of Wildlife Corridors #2: Encourage creek front property owners to manage their property in such a way as to provide a continuous wildlife corridor.**

The land along Broad Creek is a natural wildlife corridor, and is vital to the continued health of our wildlife populations. While the Town must set an example, most of the creek front property is privately owned. The Town should encourage these property owners to manage their property to provide wildlife access. This will involve educating property owners about the importance of wildlife corridors, and providing them with information on how to make best use of their property. Limiting fences and docks are

important aspects of providing connectivity. The development of a backyard wildlife program would be an excellent way to encourage participation. Articles in neighborhood newsletters are another good way to reach homeowners.

### **Broad Creek Management Plan - Chapter 5: Recreation and Boating Management**

**Implementation Strategy: Access to Broad Creek #3: The Town should consider developing its own land in such a manner as to provide public enjoyment of the creek.**

This could be in the form of trails along the creek, picnic areas and benches along certain parts of the creek, boardwalks out to the creek and deep-water access points for boat launching. The Town could also consider working with non-profit rowing and kayak clubs in a public/private partnership to facilitate construction of a facility for the launching and storage of kayaks and rowing vessels.

#### **Conclusions of Law:**

- Several elements of the Comprehensive Plan address the proposed application, however, there is no language that prohibits this rezoning from being approved.

### **Summary of Facts and Conclusions of Law:**

*Criteria 2: Whether and the extent to which the proposed zoning would allow a range of uses that are compatible with the uses allowed on other property in the immediate vicinity (LMO 16-2-103.C.3.a.ii):*

#### **Findings of Facts:**

- The proposed zoning is to maintain the base zoning district as PD-1, but to amend the permitted uses to include multifamily residential in addition to the current use of community park on Multifamily Site #2 and to decrease the number of approved units on Multifamily Site #1.
- The uses that are allowed within the immediate vicinity of the property include community park, commercial uses, community services and multifamily residential uses.
- The subject property and properties in the vicinity are also within the COR District, Corridor Overlay District.
- Properties to the east and northeast are within the LC, Light Commercial Zoning District.

#### **Conclusions of Law:**

The proposed zoning would allow for a range of uses that are compatible with the uses allowed on other property in the immediate vicinity because:

- The approved uses for the properties to the northwest include multifamily residential and community park, to the south the approved uses are commercial uses (Shelter Cove Towne Centre) and to the east community service (SHARE Center and Sheriff's substation) and commercial uses (Shelter Cove Plaza).
- Multifamily residential is already a permitted use in the vicinity and this request extends that use further north along Shelter Cove Lane.

**Summary of Facts and Conclusions of Law:**

*Criteria 3: Whether and the extent to which the proposed zoning is appropriate for the land (LMO 16-2-103.C.3.a.iii):*

**Findings of Facts:**

- The land that Multifamily Site #1 occupies is already approved for a greater number of multifamily units, up to 210 units.
- The land that Multifamily Site #1 occupies is 4.97 acres.
- The land that Multifamily Site #2 occupies is approximately 4.4 acres.
- A detailed site analysis and design plans for Multifamily Site #2 have not been conducted or submitted to the Town at this time.

**Conclusion of Law:**

- Multifamily Site #1 will have less units on the land than previously approved.
- A thorough site analysis has not been conducted for Multifamily Site #2, therefore it is not known if the land is appropriate for the development as it currently exists. Additional improvements or modifications to the site will be required. Site conditions such as wetlands, tree coverage, and grading as related to stormwater engineering will be reviewed in accordance with future development plan approval requests.
- Therefore, the full extent of the appropriateness for the land for multifamily dwelling units is not known at this time.

**Summary of Facts and Conclusions of Law:**

*Criteria 4: Whether and the extent to which the proposed zoning addresses a demonstrated community need (LMO 16-2-103.C.3.a.iv):*

**Findings of Facts:**

- The multifamily density on Multifamily Site #1 will decrease from a maximum of 210 to 130-150 units and Multifamily Site #2 will increase to 80-110 units, the aggregate total will not exceed 240 units.

**Conclusions of Law:**

- The aggregate total of units remains the same as previously approved for the entire development, the rezoning shifts the overall location and therefore still meets the community needs allowing for a variety of housing options and locations.

**Summary of Facts and Conclusions of Law:**

*Criteria 5: Whether and the extent to which the proposed zoning is consistent with the overall zoning program as expressed in future plans for the Town (LMO 16-2-103.C.3.a.v):*

**Findings of Facts:**

- There are no approved future plans for this portion of property.
- The zoning program for this parcel is identified as PD-1, Planned Development Mixed Use.
- Chaplin Linear Park plans propose a connection to other adjacent parks and areas in the vicinity.
- The Palmetto Dunes Resort Master Plan designates Multifamily Site #2 as Community Park, not Multifamily Residential.

**Conclusion of Law:**

- The approval of this request would keep the property within the PD-1 Planned Development Mixed Use District.
- The proposed zoning would still allow for the completion of the linear park plans as currently envisioned.
- The proposed zoning would amend the Master Plan to allow Multifamily Residential as a permitted use on this portion of the property.

**Summary of Facts and Conclusions of Law:**

*Criteria 6: Whether and the extent to which the proposed zoning would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts (LMO 16-2-103.C.3.a.vi):*

**Findings of Facts:**

- The application proposes to maintain the Property's existing zoning district while adding the use of Multifamily Residential to Multifamily Site #2 and shift units from Multifamily Site #1.
- The parcels to the west and east are also located in the PD-1 Zoning District. The adjacent properties to the east and northeast are zoned, LC, Light Commercial Zoning District.

**Conclusions of Law:**

- The proposed zoning will remain in the PD-1 zoning district, therefore, not creating an isolated zoning district.
- The proposed uses within the PD-1 zoning district are uses that would also be permitted within the LC zoning district.

**Summary of Facts and Conclusion of Law**

*Criteria 7: Whether and the extent to which the proposed zoning would allow the subject property to be put to a reasonably viable economic use (LMO 16-2-103.C.3.a.vii):*

**Findings of Fact:**

- The subject property is proposed to be rezoned to allow for multifamily residential units, shifting the number of units to different portions of the property.
- The overall number of units that will be permitted will not be exceed 240.

**Conclusions of Law:**

- The relocation of the units may result in a reasonably viable economic use. The aggregate total of units remains unchanged, just shifted in location.

**Summary of Facts and Conclusions of Law**

*Criteria 8: Whether and the extent to which the proposed zoning would result in development that can be served by available, adequate and suitable public facilities (e.g. streets, potable water, sewerage, stormwater management) (LMO 16-2-103.C.3.a.viii):*

**Findings of Fact:**

- The property is within the Broad Creek Public Service District which currently serves the development and the properties in the vicinity.
- Stormwater facilities are in place for the existing development on site.
- The properties front Shelter Cove Lane and are accessible via William Hilton Parkway.
- A revised Traffic Study will be submitted prior to the Town Council meeting to address any impacts from the shift in the location of the dwelling units.

**Conclusions of Law:**

- Staff concludes that this property has available sewer and water facilities suitable and adequate for the proposed uses as set forth in LMO Chapter 3, Article XV.
- The adequacies of the storm water facilities and all other infrastructure will be reviewed as part of the DPR (Development Plan Review) and will be installed to comply with the LMO Chapter 5, Article VI.

**Summary of Facts and Conclusion of Law**

*Criteria 9: Whether and the extent to which the proposed zoning is appropriate due to any changed or changing conditions in the affected area (LMO 16-2-103.C.3.a.ix):*

**Findings of Fact:**

- The application proposes to maintain the existing zoning district while relocating and shifting the location of multifamily dwelling units.
- The previous Town owned location of Shelter Cove Community Park (Multifamily Site #1) is now currently owned by SCTC, in exchange for the new Waterfront Community Park.
- A majority of the commercial space within Shelter Cove Towne Centre has been redeveloped and is currently operating.

**Conclusions of Law:**

- The conditions in the affected area have changed significantly in the past couple of years with redevelopment of the previous enclosed Mall to a multi-use activity center that encompasses a variety of uses from commercial, residential and community types of uses.

- The location of the Waterfront Community Park has shifted and changed area. The park is located along Broad Creek with an increased amount of linear community park space with connecting pathways.

**Planning Commission Action**

Staff recommends that the Planning Commission review the application and staff report, hold a public hearing on the application, and make a recommendation for action on the application to Town Council for their review and decision.

**Note: If the proposed amendment is approved by Town Council, such action shall be by ordinance to amend the Official Zoning Map. If it is denied by Town Council, such action shall be by resolution.**

**PREPARED BY:**

HLC

7/7/15

DATE

Heather L. Colin, AICP  
*Development Review Administrator*

**REVIEWED BY:**

TBL

7/8/15

DATE

Teri B. Lewis, AICP  
*LMO Official*

**REVIEWED BY:**

Jayne Lopko, AICP  
*Senior Planner & Planning Commission  
Coordinator*

DATE

**ATTACHMENTS:**

- A) Location Map
- B) Adjacent Zoning Districts
- C) Proposed Concept Plan
- D) Applicant's Narrative and Attachments



Exchange Parcel-New Multi-Family Tract

Subject Property

Mall Tract

SHELTER COVE LANE

WILLIAM HILTON PARKWAY

OFF SHORE DRIVE

STARBOARD TACK

SEA LANE

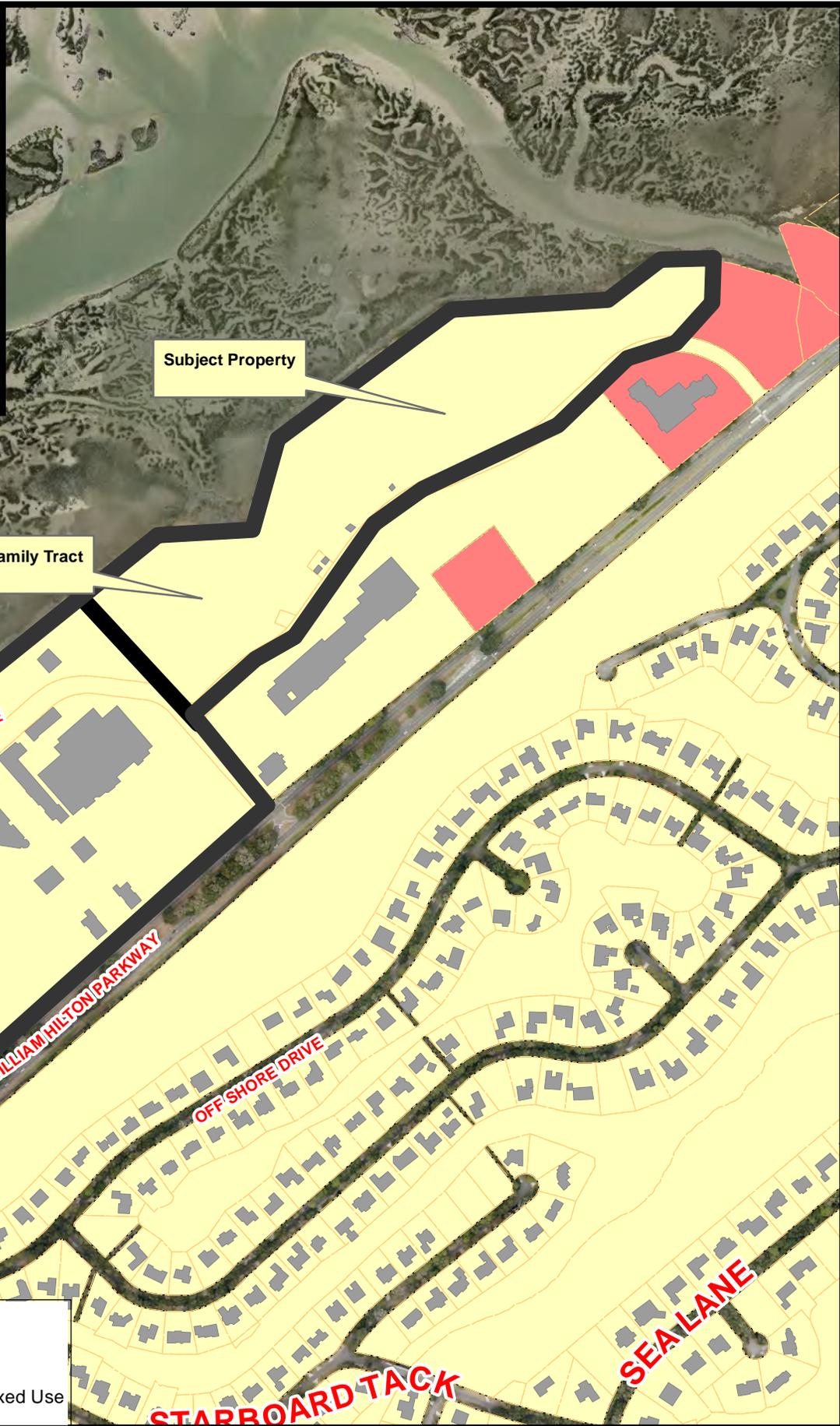
TOWN OF HILTON HEAD ISLAND  
ONE TOWN CENTER COURT  
HILTON HEAD ISLAND, S.C. 29928  
PHONE (843) 341-6000

Town of Hilton Head Island  
Attachment A  
ZA-001190-2015 - Location Map



0 200 400 Feet

This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion. Map created May 15, 2014.



Subject Property

Exchange Parcel-New Multi-Family Tract

Mall Tract

SHELTER COVE LANE

WILLIAM HILTON PARKWAY

OFF SHORE DRIVE

STARBOARD TACK

SEA LANE

**Zoning District**

 LC, Light Commercial

 PD-1, Planned Development Mixed Use

TOWN OF HILTON HEAD ISLAND  
 ONE TOWN CENTER COURT  
 HILTON HEAD ISLAND, S.C. 29928  
 PHONE (843) 341-6000

Town of Hilton Head Island  
 Attachment B  
 ZA-001190-2015 - Adjacent Zoning Districts



600 300 0 600 Feet

This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion. Map created May 15, 2014

# Attachment C



Document is preliminary and subject to change

## SHELTER COVE TOWNE CENTRE APARTMENTS

ALTERNATE CONCEPT PLAN - STUDY TWO

HILTON HEAD ISLAND, SOUTH CAROLINA

JULY 1, 2015



BLANCHARD & CALHOON

Wood Partners Inc. **WPI**

Landscape Architects  
Landscape Planners

PO Box 23949 Hilton Head Island, SC 29925  
843.661.6618 Fax 843.661.7066 www.woodpartners.com

STATE OF SOUTH CAROLINA ) BEFORE THE PLANNING COMMISSION  
 ) OF  
 ) THE TOWN OF HILTON HEAD ISLAND,  
COUNTY OF BEAUFORT ) SOUTH CAROLINA

**ATTACHMENT 1**

**TO  
THE ZONING MAP AMENDMENT APPLICATION**

**OF  
SHELTER COVE TOWNE CENTRE, LLC  
AND  
SHELTER COVE II, LLC**

**FOR  
AMENDMENT OF THE TOWN OF HILTON HEAD ZONING MAP PROVIDING FOR  
THE INCREASE IN THE NUMBER OF MULTI-FAMILY RESIDENTIAL DWELLING  
UNITS ON PROPERTY OWNED BY THE TOWN (“TOWN PARCEL”) OF HILTON  
HEAD ISLAND ON  
THE PARCEL  
IDENTIFIED AS PARCEL 12 ON BEAUFORT COUNTY  
TAX MAP 12C (P/O TAX PARCEL I.D. NO. R520-012-00C-0002-0000) ADJACENT TO  
THE REVISED SHELTER COVE MALL PARCEL (as hereinafter identified)  
(EXCEPT FOR THE AMENDMENT TO THE ZONING MAP APPLIED FOR HEREIN,  
THE USES AND DENSITIES PROVIDED FOR IN ZMA #000659-2014 REMAIN  
UNCHANGED AND CONTINUE IN FULL FORCE AND EFFECT)**

This Attachment 1 is attached to and is made a part of the Zoning Map Amendment Application (this “Application”) of Shelter Cove Towne Centre, LLC, and Shelter Cove II, LLC (the “Applicant”), and is submitted by the Applicant to the Planning Commission of the Town of Hilton Head Island (the “Town”) to address the zoning map amendment criteria set forth in Section 16-2-103.C.3 of the Land Management Ordinance of the Town of Hilton Head Island (the “LMO”). This Application seeks approval of an amendment to the Official Zoning Map of the Town pursuant to LMO Section 16-1-107 by amending the Palmetto Dunes Resort Master Plan and its associated text to increase the allowable number of multi-family residential units allowed on the Town Parcel (“Town Parcel”) specifically identified as that portion of the Town

Parcel shown as the New Multi-Family Parcel (“New Multi-Family Parcel”), now owned by Shelter Cove II, LLC, and more clearly shown on that certain Plat thereof entitled “Boundary Reconfiguration of 4.97 Acre New Multi-Family Parcel and 26.29 Town of Hilton Head Parcel, Totaling 31.26 Acres, a Portion of Shelter Cove Lane, Shelter Cove Community Park” prepared by Surveying Consultants, dated June 1, 2015, attached hereto as Exhibit “B”, and that portion of the Town Parcel identified as Multi-Family Site #2 (“Multi-Family Site #2”), identified and shown on the Concept Plan (“Concept Plan”) entitled “Shelter Cove Towne Centre Apartments, Alternate Concept Plan – Study 2” dated April 21, 2015, prepared by Wood & Partners, Inc., said Concept Plan being attached hereto and marked Exhibit “A”. It is understood and agreed that the Concept Plan is by its term conceptual and that the exact location and size of the Multi-Family Site #2 will be defined at a later date. (The New Multi-Family Parcel is also identified as Multi-Family Site #1 on the Concept Plan.).

This Zoning Map Amendment Application respectfully requests an increase in the allowable number of multi-family residential dwelling units (“RDUs”) (subject to allocation as approved by the Town) on the New Multi-Family Parcel from 120 to 150 RDUs, and Multi-Family Site #2 from 80-120 RDUs , provided, however, that the total number of multi-family residential dwelling units on the New Multi-Family Parcel, Multi-Family Site #2, and the Revised Multi-Family Parcel as shown on Exhibit “B”, shall never exceed 240 multi-family residential dwelling units.

## **I. NARRATIVE – BACKGROUND**

On the 19<sup>th</sup> day of November, 2014, the Town Council of Hilton Head approved Ordinance No. 2014-29, which limited the allowed number of residential dwelling units (“RDUs”) on the Revised Multi-Family Parcel (as shown on Exhibit “B”) to 50 RDUs and increased the allowable number of RDUs on the New Multi-Family Parcel(as shown on Exhibit

“B”) to 210 RDUs provided, however, that the maximum number of RDUs on the Revised Multi-Family Parcel (as shown on Exhibit “B”) and New Multi-Family Parcel (as shown on Exhibit “B”) would never exceed 240 RDUs.

**A. THE REQUESTED REZONING**

The Applicant is requesting that the PD Master Plan and the accompanying text be amended to increase the maximum number of multi-family residential dwelling units on the parcel identified as New Multi-Family Parcel owned by Shelter Cove II, LLC as shown on Exhibit “B” from 120 to 150 RDUs, and Multi-Family Site #2 as shown on Exhibit “A” from 80 to 120 RDUs, provided, however, that the total number of multi-family residential dwelling units on the New Multi-Family Parcel, Multi-Family Site #2, and the Revised Multi-Family Parcel as shown on Exhibit “B” shall never exceed 240 multi-family residential dwelling units.

**B. THE PURPOSE FOR REQUESTED REZONING**

The purpose of the requested rezoning is to lessen the footprint of the New Multi-Family Parcel and to decrease the mass associated with the Multi-Family structure to be constructed thereon, and also to allow for the increase in size of the Community Park Parcel by adding thereto, at the discretion of the Town, the proposed Community Park Expansion or Greenspace, all as shown on the Concept Plan. If the rezoning request is granted, the synergy created by separating the multi-family activities from the Community Park will result in a more well-organized configuration that provides for a more identifiable separation of the type of activities conducted on the Community Park Parcel used for leisure and recreation by the public and the residential multi-family units which will be used by residents of the community. This separation will provide: (i) the opportunity and convenience to the residents of the multi-family units to be able to work and spend their leisure time within a comfortable walking distance from their

residences, (ii) to provide greater Community Park space for the public, and (iii) to provide further separation and privacy to the individuals residing at Newport.

## **II. NARRATIVE – THE DEVELOPMENT AGREEMENT**

This application shall precede the filing by Applicant of a revision (“Revision”) to the Amendment to the First Amended and Restated Development Agreement which said First Amended and Restated Development Agreement dated November 25, 2014 amended and restated that certain Development Agreement between the Town of Hilton Head Island, South Carolina, and Shelter Cove Towne Centre, LLC, dated October 16, 2012, pursuant to the provisions of the South Carolina Local Government Development Agreement Act (Section 16-3-10, *et seq.* of the South Carolina Code of Laws (1976), as amended (the “Act”). The Revision to the First Amended and Restated Development Agreement is between the Town of Hilton Head Island, South Carolina (“Town”), and Shelter Cove Towne Centre, LLC, and Shelter Cove II, LLC (collectively, the “Developer”), and is revised to reflect the changes, if enacted by the Town, pursuant to this Application, to add certain provisions increasing the number of RDUs allowable on the Town Parcel as hereinabove described as New Multi-Family Parcel as shown on Exhibit “B”, and Multi-Family Site #2 on Exhibit “A”. Under the Act, the Revision process for the Revision to the First Amended and Restated Development Agreement is substantially the same as the process for the review and approval of this Application, although there are certain requirements and standards applicable to each.

## **III. CURRENT AND PROPOSED PERMITTED USE AND DENSITY**

The purpose of this Application is solely to amend the Town of Hilton Head Zoning Map to provide for an increase in the number of multi-family residential dwelling units allowed on the Town Parcel as identified as New Multi-Family Parcel on Exhibit “B” from 120 to 150 RDUS and Multi-Family Site #2 as identified on Exhibit “A” from 80 to 120 RDUS provided, however,

that the total number of multi-family residential dwelling units on New Multi-Family Parcel and Multi-Family Site #2, and the Revised Multi-Family Parcel as shown on Exhibit “B” shall never exceed 240 multi-family residential dwelling units. Except for the requested changes of the allowed density on the aforementioned parcels, all other terms, uses and densities pursuant to ZMA #000659-2014 remain unchanged and unaffected. As noted above, on the 5<sup>th</sup> day of June, 2015, the New Multi-Family Parcel shown on Exhibit “B” was conveyed by the Town to Shelter Cove II, LLC.

#### **IV. NARRATIVE – REZONING CRITERIA**

LMO Section 16-2-103.C.3 sets forth the criteria which the Planning Commission is to address in making a recommendation to the Town Council on this rezoning request, as follows:

##### **A. CONSISTENCY (OR LACK THEREOF) WITH THE COMPREHENSIVE PLAN.**

The **HOUSING VISION** of the Comprehensive Plan for the Town is to promote and facilitate entrepreneurial housing initiatives that will result in the development of diverse housing types for all income levels on Hilton Head Island, and to support affordable housing initiatives in the region to supplement housing on the Island<sup>1</sup>. It is an accepted fact that the recent economic downturn in the economy has resulted in fewer families being able to afford to finance and maintain single-family individual houses and the number of Island residents that have been forced to vacate their homes and seek other more economical living facilities off Island has risen greatly. Unfortunately, since the date of the adoption of the current Comprehensive Plan available, reasonably priced multi-family residential dwelling units have virtually been eliminated through the conversion of multi-family residential apartment complexes into condominiums, creating a greater demand for apartment living for both permanent and

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<sup>1</sup> See Comprehensive Plan at Page 50.

temporary residents. The Applicant's experience in the housing market in the southeast has indicated an increasing need for available apartments to rent in locations that allow inhabitants to more easily get to their work place and to shop and recreate in a wholesome and centrally located environment. The shortage of available residential apartment units to rent on Hilton Head Island has been exacerbated by the limited amount of land available for construction of new multi-family residential dwelling units along with the added difficulty of obtaining financing to purchase condominiums by middle to lower-income families since the beginning of the economic crisis in 2007. This trend in the reduction of available apartments is illustrated in Table 5.1 of Chapter 5 of the Comprehensive Plan that states that "...in 1999 there were 601 fewer multi-family residential dwelling units than there were single-family units. In 2000, there were 4,506 fewer multi-family residential dwelling units than single-family units, and in 2007 there were 3,660 fewer multi-family residential dwelling units than single-family units...". Applicant's recent research, with the assistance of the Town, indicates that the number of apartments on the Island today that have not been converted to a condominium is a mere 302. Additionally, Applicant engaged Coastal Marketing Services to determine the amount of apartments available for rent on Hilton Head Island, and in January of 2012. The report at that time indicated a total of 475 rental units with 211 of the 475 being HUD subsidized. This report has been updated on the 29th day of April, 2014, and indicates that "there have been virtually no changes in rental inventory since January 2012" (see report of Coastal Marketing Services attached hereto and marked Exhibit "C"). Accordingly, the multi-family residential dwelling unit component as revised is expected by the Applicant to be in high demand and to satisfy an increasing need, through this entrepreneurial housing initiative, to develop more diverse housing types on Hilton Head Island and help to partially rebalance the substantial difference between single-family residential and multi-family residential dwelling units, which are far more

affordable, and provide greater opportunities for the diverse income and age levels of current and future residents to the Island. Section 5.1 of Chapter 5 of the Comprehensive Plan provides a “goal” to encourage development of multi-family residential dwelling units to meet market demands and new trends<sup>2</sup>. This “goal” is more important today than it was at the time that the Comprehensive Plan<sup>3</sup> was adopted.

In order to help fulfill the “goals” of the Comprehensive Plan for the benefit of the current and future citizens of the Town, the Town Council of Hilton Head enacted Ordinance 2012-27 on the 16<sup>th</sup> day of October, 2012, which provided for a Declaration of Covenants, Restrictions and Limitations on the New Multi-Family Parcel as shown on Exhibit “B” by providing that “(i) in the event any apartments are erected, constructed or otherwise built on or within the New Multi-Family Parcel, said apartments shall not be converted into condominiums in any manner; (ii) in the event any apartments are erected, constructed or otherwise built on or within the Property, the owners of any apartments shall not execute or enter into any lease(s) with a term for less than twelve (12) months per lease. In the event that such lease is executed or entered into, said lease shall be considered void and of no legal effect; (iii) in the event any apartments are erected, constructed or otherwise built on or within the Property, the tenant(s) of any apartment(s) shall not lease or sub-let the apartment(s) to any third parties”. Similar restrictions would be imposed on the RDUs in Multi-Family Site #2.

The **ECONOMIC DEVELOPMENT VISION** of the Comprehensive Plan looks to define, foster and enhance the economic environment that that sustains Hilton Head Island’s unique way of life<sup>4</sup>. Section 7.5 of the Comprehensive Plan recognizes potential risks to the Island’s economic future and recognizes that with the early, rapid growth of the base economic

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<sup>2</sup> See Comprehensive Plan at Page 50.

<sup>3</sup> See Comprehensive Plan at Pages 50 and 60.

<sup>4</sup> See the Comprehensive Plan, at Page 89.

engines of residential and visitor investment slowing as the Island approaches maturity, efforts should be focused on initiatives for enriching the economic potential while preserving the essential character and natural assets that have been responsible for the Island's success<sup>5</sup>. With the deterioration of the Mall, the economic benefit to the Town has decreased with the benefit going to the recently revitalized discount centers in the Bluffton area. In order for the Town to help recapture the dollars that are being lost, flexibility in allowing the Applicant to use private funds to increase the amount of multi-family residential housing to restore the Town's most prominent shopping mall will attract and retain visitors, shoppers and apartment residents and re-energize and encourage local shopping and the economic benefits to the Town associated therewith. As a Town center, the residential multi-family residential apartments offer the surrounding area a place for working, shopping and socializing and become a regional generator of economic activity. The increase of multi-family residential apartments allows denser urban ranges to transform the enclaves into a transient-ready Town center, and at the same time help to partially rebalance the substantial difference between single-family residential and multi-family residential dwelling units and additionally helps to satisfy Section 5.1 of Chapter 5 of the Comprehensive Plan which contains a "goal" to encourage development of multi-family residential dwelling units to meet market demands and new trends. Further, potential strategies and implications of the Comprehensive Plan identify the need to incentivize the development of flexibility of streamlining in regulation of density caps, setbacks (and other controls), that enable a qualitative, principal based, asset revitalization that enhance the Island's positive legacies<sup>6</sup>.

The Applicant feels that the requested rezoning will encourage and facilitate the redevelopment of the Revised Shelter Cove Mall Parcel, Town Parcel (including Multi-Family

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<sup>5</sup> See Comprehensive Plan, at Page 92.

<sup>6</sup> See Comprehensive Plan, at Page 93.

Site #2), and New Multi-Family Parcel, and encourage additional residential occupancy and use of the entire Shelter Cove area, benefitting the entire Town of Hilton Head. The proposed amendment to the Town Zoning Map will also provide additional employment opportunities for Hilton Head Island residents; increase ad valorem tax revenue; substantially increase State sales taxes; and dramatically increase hospitality taxes to promote tourism, nourish beaches, support beach parks, build pathways, support various cultural organizations and pathway rehabilitation<sup>7</sup>.

The **TRANSPORTATION VISION** of the Comprehensive Plan is for The Town to provide a safe, efficient, environmentally sound, esthetically sensitive and fiscally responsible transportation system which is integrated into the regional network to enhance the quality of life for those living in, employed in, and visiting Hilton Head Island.<sup>8</sup>

**B. COMPATABILITY WITH THE PRESENT ZONING AND CONFORMING USES OF NEARBY PROPERTY AND WITH THE CHARACTER OF THE NEIGHBORHOOD.**

All of the nearby or surrounding properties in the vicinity of the Mall Tract and Town Parcel are located within the PD-1 Planned Development Mixed Use District encompassed by the PD Master Plan, including the Town's Shelter Cove Memorial Park, the Newport multi-family residential dwelling unit residential development, and the Plaza at Shelter Cove Shopping Center. Accordingly, the Applicant feels that the additional multi-family residential dwelling units, respectfully applied for herein, is a consistent and appropriate use with the surrounding properties. Recognizing that historical intended uses are not pertinent to this Application, it is interesting to note that as far back as 1984 and 1986, a significant portion of the Shelter Cove Mall Tract was designated for multi-family residential dwelling units.

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<sup>7</sup> See Comprehensive Plan at Page 91.

<sup>8</sup> See Comprehensive Plan at Page 116.

**C. SUITABILITY OF THE PROPERTY AFFECTED BY THE AMENDMENT FOR USES PERMITTED BY THE DISTRICT THAT WOULD BE MADE APPLICABLE BY THE PROPOSED AMENDMENT.**

The change to the PD Master Plan requested by this Application, respectfully requesting an increase in the number of multi-family residential apartments allowable, will not result in any change in the currently permitted uses applicable to the Revised Multi-Family Parcel, but rather add to the already permitted uses (ZMA #120006) that are typically associated with PUDs. As noted in Paragraph B above, the adjacent Newport multi-family residential dwelling unit development would indicate that the addition of multi-family residential dwelling units on the New Multi-Family Parcel and Multi-Family Site #2 would be a suitable use and compatible with the surrounding property. Considering the mixed-use nature of the PD-1 Zoning Districts under the LMO, the additional multi-family residential dwelling units respectfully requested on the Town Parcel herein is consistent with most other PUDs on Hilton Head Island, including Sea Pines, the oldest PUD on the Island, and Palmetto Dunes, which is in the same PD District.

**D. SUITABILITY OF THE PROPERTY AFFECTED BY THE AMENDMENT FOR USES PERMITTED BY THE DISTRICT APPLICABLE TO THE PROPERTY AT THE TIME OF A PROPOSED AMENDMENT.**

Again, the change to the PD Master Plan requested by this Application will, add additional single-family multi-use apartments that will invigorate the area for the benefit that will accrue to its owners, the residents of Hilton Head Island, and the Town.

**E. MARKETABILITY OF THE PROPERTY AFFECTED BY THE AMENDMENT FOR USES PERMITTED BY THE DISTRICT APPLICABLE TO THE PROPERTY AT THE TIME OF THE PROPOSED AMENDMENT.**

The Mall Tract as presently under development pursuant to ZMA #120006 has, based on already experienced market demand, been deemed a success. The vast experience of Applicant suggests that the additional multi-family residential dwelling units requested hereunder will undoubtedly increase the revenues and thereby increase the value of the entire Mall as an asset,

not only for the Applicant but also for the Town. Increased residential success and value translate directly to increased marketability.

**F. AVAILABILITY OF WATER AND STORM WATER FACILITIES GENERALLY SUITABLE FOR THE PROPOSED USE.**

The sewer, water and stormwater facilities serving the Town Parcel were designated and implemented as part of the overall sewer, water and stormwater system serving the PD Master Plan area. The fact that the Mall Tract is currently in operation, even though under development, is clear evidence of the availability of the facilities necessary to accommodate the commercial activities on the additional multi-family residential units associated herewith. The stormwater drainage system which currently drains into detention ponds, and ultimately Broad Creek, will be greatly enhanced through the utilization and introduction of pervious parking areas near Broad Creek, enhanced stormwater detention infrastructure.

**V. NARRATIVE – CONCLUSION**

The Applicant feels the foregoing narrative demonstrates that this Application is in conformance with the LMO as amended by and through the Revision to the Amended and Restated Development Agreement, the Town’s Comprehensive Plan, and meets the criteria set forth in LMO Section 16-2-103.C.3. Accordingly, the Applicant respectfully requests that the Planning Commission (a) consider the Application and the testimony and supporting documentation which will be entered into the record; (b) find:

1. That this Application and the supporting documentation established that the requested Master Plan Amendment is consistent with the Town’s Comprehensive Plan; and
2. That this Application and the supporting documentation establish that the Applicant has demonstrated adjustment to the PD Master Plan which will result in a community-wide benefit; and

3. That this Application and the supporting documentation establish that the current and proposed density of the Town Parcel, the Multi-Family Parcel, and Multi-Family Site #2 as shown on Exhibits “A” and “B”, are consistent with the conforming uses of nearby properties and with the character of the neighborhood around the surrounding area; and

4. That this Application and the supporting documentation establish that the Town Parcel is suitable for the current and proposed densities permitted by the Zoning District that would be applicable to the Town Parcel by the requested Zoning Map Amendment; and

5. That this Application and the supporting documentation is suitable for the current and proposed density permitted by the zoning district that is currently applicable; and

6. That this Application and the supporting documentation establish that the marketability of the referenced parcels applicable to this Application will be increased by the approval of the requested master plan amendment; and

7. That this Application and the supporting documentation establish that there will be no substantial change in the need for sewer, water and stormwater facilities; and

8. Except for the Amendment to the Zoning Map applied for herein, the uses and densities provided for in ZMA #120006 remain unchanged and continue in full force and effect.

9. Respectively recommend to the Town Council that they approve this Application.

**SPECIFIC REVIEW AND RESPONSES TO LMO SECTION 16-2-103.C.3 as follows:**

I. The requested Zoning Map Change requested herein is in accordance with the Comprehensive Plan.

II. The requested additional RDUs being requested on the New Multi-Family Parcel and Multi-Family Site #2 will be compatible with the uses allowed on other property in the immediate vicinity.

III. The additional units allowed on the New Multi-Family Parcel and Multi-Family Site #2 are appropriate for the land, particularly considering the possible relocation of any RDUs.

IV. The additional RDUs address a demonstrated community need for providing additional apartment dwelling in a central area as hereinabove provided for.

V. A review of the Comprehensive Plan for the Town of Hilton Head Island clearly indicates that additional apartments and multiple housing types are consistent with the overall zoning program as expressed in future plans for the Town.

VI. The additional RDUs would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts.

VII. The additional RDUs on the parcels identified herein would put the subject property to a reasonably viable economic use as provided for above.

VIII. The additional RDUs being requested would result in development that can be served by available adequate and suitable public facilities, i.e. the streets, potable water, sewage, storm water management, etc.

IX. The renovation resulting from this Application provides an opportunity for younger to middle-age citizens to live near their work place as a result of the change conditions and locations of the RDUs.

Respectfully submitted on behalf of the Applicant this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

William W. Jones  
Jones Simpson & Newton, P.A.  
PO Box 1938  
Bluffton, SC 29910  
(843) 706-6111



Except for the Amendment to the Zoning Map applied for herein, the uses and densities provided for in ZMA #000659-2014 remain unchanged and continue in full force and effect.

Respectfully submitted on behalf of the Applicant this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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William W. Jones  
Jones Simpson & Newton, P.A.  
PO Box 1938  
Bluffton, SC 29910  
(843) 706-6111

EXHIBIT "A"  
CONCEPT PLAN



**SHELTER COVE TOWNE CENTRE APARTMENTS**  
 ALTERNATE CONCEPT PLAN - STUDY TWO  
 HILTON HEAD ISLAND, SOUTH CAROLINA  
 10.03.2010

Wood Partners Inc. **WPI**  
 ARCHITECTS  
 1000 W. 10TH STREET, SUITE 200  
 CHARLOTTE, NC 28202  
 TEL: 704.375.1100 FAX: 704.375.1101  
 WWW.WOODPARTNERS.COM



EXHIBIT "B"

SURVEY

NO.	AREA	ACRES
1	NEW MULTI-FAMILY PARCEL	4.97
2	N/7 TOWN OF HILTON HEAD ISLAND PARCEL	26.29
3	SHILTER COVE LANE - 60' R/W	35.76
4	TOTAL AREA	67.02

NO.	AREA	ACRES
1	NEW MULTI-FAMILY PARCEL	4.97
2	N/7 TOWN OF HILTON HEAD ISLAND PARCEL	26.29
3	SHILTER COVE LANE - 60' R/W	35.76
4	TOTAL AREA	67.02

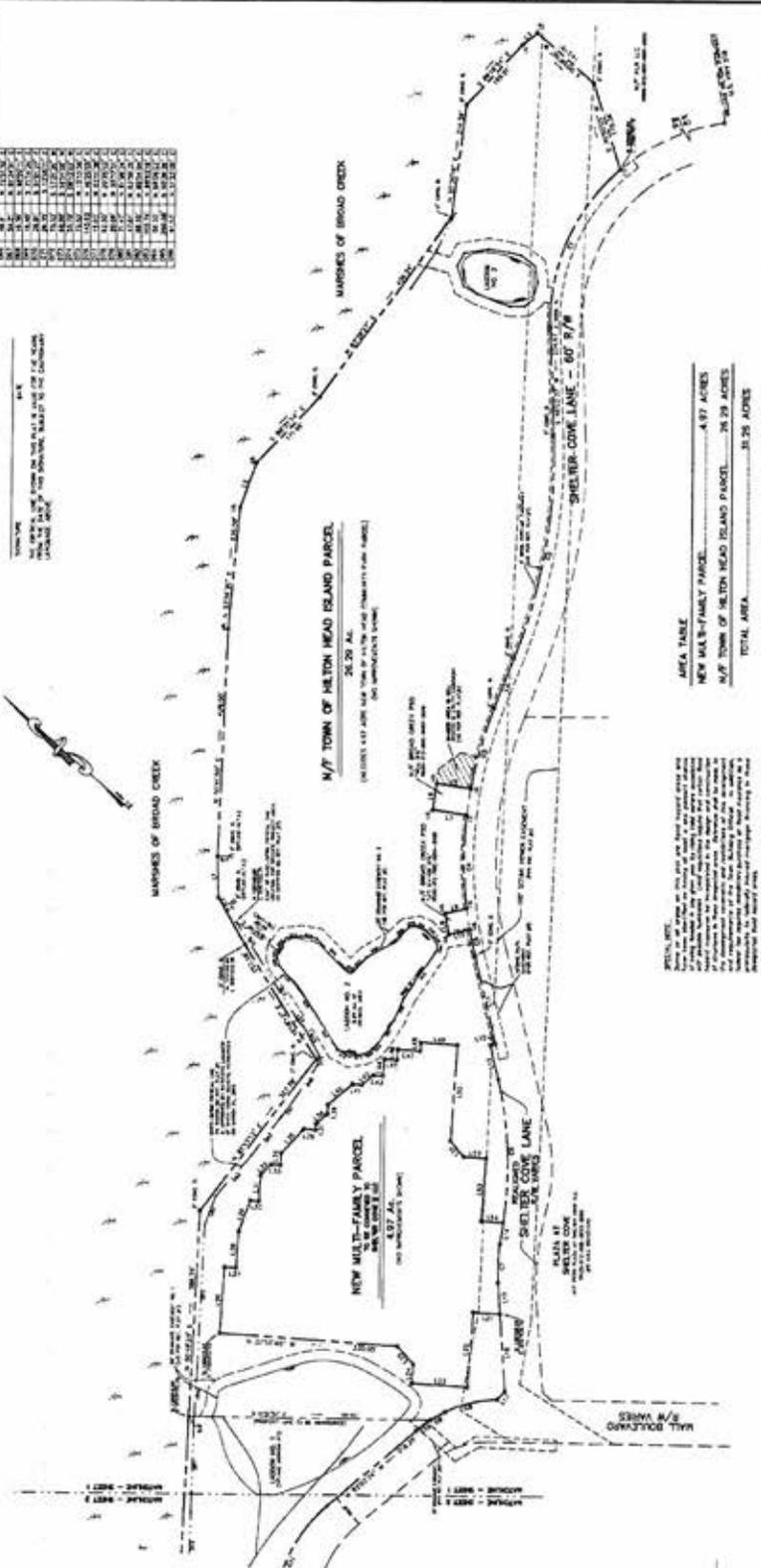
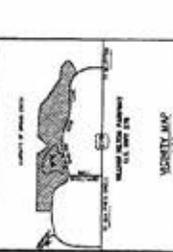
NOTICE: THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE FINAL PLAN SHALL BE THE PLAN AS APPROVED BY THE TOWN OF HILTON HEAD. THE TOWN ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE PLAN AND THE TOWN ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE PLAN.

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NO.	AREA	ACRES
1	NEW MULTI-FAMILY PARCEL	4.97
2	N/7 TOWN OF HILTON HEAD ISLAND PARCEL	26.29
3	SHILTER COVE LANE - 60' R/W	35.76
4	TOTAL AREA	67.02



NO.	AREA	ACRES
1	NEW MULTI-FAMILY PARCEL	4.97
2	N/7 TOWN OF HILTON HEAD ISLAND PARCEL	26.29
3	SHILTER COVE LANE - 60' R/W	35.76
4	TOTAL AREA	67.02

**BOUNDARY RECONFIGURATION**  
 of  
**4.97 ACRE NEW MULTI-FAMILY PARCEL &  
 26.29 TOWN OF HILTON HEAD ISLAND PARCEL**  
 TOTALING 31.26 ACRES

A PORTION OF  
**SHILTER COVE LANE**  
**SHILTER COVE COMMUNITY PARK**  
 WILTON HEAD ISLAND, WILSON COUNTY, SOUTH CAROLINA

SCALE: 1" = 100'  
 DATE: 4/10/2019 JOB NO: SC19006-204

**SO**  
 SURVEYING CONSULTANTS

100' SCALE  
 1" = 100'

**AREA TABLE**

NEW MULTI-FAMILY PARCEL	4.97 ACRES
N/7 TOWN OF HILTON HEAD ISLAND PARCEL	26.29 ACRES
TOTAL AREA	31.26 ACRES

PREPARED FOR: SHILTER COVE #2 LLC  
 1000 S. 10TH ST. WILSON COUNTY, SOUTH CAROLINA 29389

DATE: 4/10/2019

PROJECT NO: SC19006-204

1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE FINAL PLAN SHALL BE THE PLAN AS APPROVED BY THE TOWN OF HILTON HEAD. THE TOWN ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE PLAN AND THE TOWN ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE PLAN.

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15. THE TOWN ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE PLAN AND THE TOWN ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE PLAN.



EXHIBIT "C"

LETTER FROM COASTAL MARKETING SERVICES

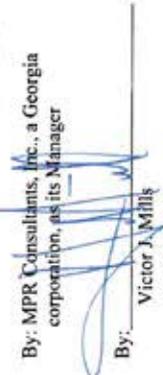
STATE OF SOUTH CAROLINA )  
 ) AFFIDAVIT OF OWNERSHIP  
COUNTY OF BEAUFORT )

The undersigned, under oath, does hereby depose and state that it is the fee simple, absolute owner of the real property more fully described on Exhibit A attached hereto pursuant to that certain Deed dated December 17, 2013, from Shelter Cove Towne Centre, L.L.C., a South Carolina limited liability company, to Shelter Cove II, LLC, as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 3299 at Page 3329; and further that representatives of the Town of Hilton Head Island have permission to enter the property and the undersigned agrees to hold harmless any such representative, except for acts of negligence or damage.

Further Deponent sayeth not.

SHELTER COVE II, LLC  
a South Carolina limited liability company

By: MPR Consultants, Inc., a Georgia  
corporation, as its Manager

By:   
Victor J. Mills

Its: President

SWORN to before me this 11 day of  
March, 2015.

  
Notary Public for Georgia  
My Commission Expires: 3/27/16



**Exhibit A**  
**Legal Description**

ALL those certain pieces, parcels or tracts of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, shown and designated as **Revised Multi-Family Parcel, 4.62 Acres and Town of Hilton Head Island Community Park Parcel, 4.97 Acres** on a plat entitled "**SUBDIVISION PLAT OF SHELTER COVE MALL AREA, A SECTION OF SHELTER COVE, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA**", prepared by Terry G. Hatchell, SCRLS No. 11059 of Surveying Consultants, Inc. dated December 11, 2013 and recorded on December 20, 2013 in the ROD Office for Beaufort County, South Carolina in Plat Book 00138 at Page 0002 (the "Plat"). Said parcels of land having such location, buttings, boundings, courses and distances as by reference to said Plat will more fully appear.



# TOWN OF HILTON HEAD ISLAND

## *Community Development Department*

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Teri B. Lewis, AICP, *LMO Official*  
**FROM:** Heather L. Colin, AICP, *Development Review Administrator*  
**CC:** Charles Cousins, AICP, *Community Development Director*  
**DATE:** August 7, 2015  
**SUBJECT:** Addendum #1 to that Certain Amended and Restated Development Agreement for Shelter Cove Mall  
Proposed Ordinance No. 2015-17

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At the conclusion of the Public Hearing held by Town Council on August 4, 2015 for the Addendum to the Development Agreement, Town Council requested that Shelter Cove Towne Centre make the following revisions:

- 1) Remove portions of Town owned property that are not subject to the Shelter Cove Towne Centre redevelopment, specifically the Veteran's Memorial Park and remaining Town owned land to the north of East #2 (Exhibit to Addendum); and
- 2) Eliminate the restrictive covenants that were requested to be placed on the deed for the exchange parcel to restrict the property for use as a park or green space (8.01 (a) of the Exchange Agreement); and
- 3) Include clarification that the Town is not responsible for the construction or installation of any of the elements shown on the Concept Plan or included in the Addendum (no. 17 of the Addendum); and
- 4) Prior to closing, the exchange parcel will be graded and seeded and delivered to the Town in that condition (no. 12 of the Addendum).

On August 6, 2015, the Town Manager, Town staff, and the developers met to further discuss the proposed changes. As a result of that discussion, the development agreement boundaries for East #2 were shifted in order to accommodate public pathways that will be constructed by the developer at his cost.

All of the revisions described above have been made and are reflected in the attached Addendum to the Development Agreement.

**AN ORDINANCE OF THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF ADDENDUM #1 TO THAT CERTAIN AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR SHELTER COVE MALL WITH SHELTER COVE TOWNE CENTRE, LLC AND SHELTER COVE II, LLC FOR THE REDEVELOPMENT OF PROPERTY PREVIOUSLY KNOWN AS THE MALL AT SHELTER COVE AND SURROUNDING PROPERTY, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. § 5-7-40 (SUPP. 2011), AND § 2-7-20, *CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA*, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**LEGISLATIVE FINDINGS**

WHEREAS, on or about November 19, 2014, the Town of Hilton Head Island, South Carolina, Shelter Cove Towne Centre, LLC, and Shelter Cove II, LLC entered into that certain Amended and Restated Development Agreement for Shelter Cove Mall (“Development Agreement”), which provided for terms and conditions governing the redevelopment of property located on Hilton Head Island, previously known as The Mall at Shelter Cove; and,

WHEREAS, the Development Agreement was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 2, 2014 in Book 3363 at Page 1306; and,

WHEREAS, the parties desire to execute an Addendum to the Development Agreement to provide for, among other things, a revised Concept Plan and to reflect other matters which have changed since the Development Agreement was recorded, in a form entitled “Addendum #1 to that certain Amended and Restated Development Agreement” (“Addendum”); and,

WHEREAS, the State of South Carolina has enacted the South Carolina Local Government Development Agreement Act, Section 6-31-10, *et seq.* of the South Carolina Code of Laws (1976), as amended (the “Act”); and

WHEREAS, the Act authorizes local governments, including the city council of a municipality, to enter into development agreements with developers to accomplish the goals as set forth in the Act; and

WHEREAS, pursuant to and under the terms of the Act, the Development Agreement would provide assurances to the parties that they may proceed with the proposed development, and memorialize certain agreements between the parties with respect to the property and its development; and

WHEREAS, the Town Council for the Town of Hilton Head Island, South Carolina, has determined that it is in the best interests of the Town to execute the Addendum, or one substantially similar in form and substance, a copy of which is attached hereto as Exhibit "A".

**NOW THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF THE SAID COUNCIL, AS FOLLOWS:**

***Section 1.*** Execution of Agreement.

- (a) The Mayor and/or Town Manager are hereby authorized to execute and deliver the Addendum in a substantially similar form to that attached hereto as Exhibit "A"; and
- (b) The Mayor and/or Town Manager are hereby authorized to take such other and further actions as may be necessary to complete the transactions contemplated in the Addendum, as authorized hereby.

***Section 2.*** Severability.

If any section, phrase, sentence or portion of this Ordinance is, for any reason, held or deemed to be invalid or unconstitutional by any court of competent jurisdiction, then such section, phrase, sentence or portion shall be deemed a separate, distinct and independent provision and shall not affect the remaining portion thereof.

**Section 3.** Effective Date.

This Ordinance shall become effective upon adoption thereof by the Town Council for the Town of Hilton Head Island, South Carolina.

**PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS \_\_\_ DAY OF \_\_\_\_\_, 2015.**

\_\_\_\_\_  
David G. Bennett, Mayor

ATTEST:

\_\_\_\_\_  
Victoria L. Pfannenschmidt, Town Clerk

First Public Hearing: July 15, 2015

Second Public Hearing: August 4, 2015

First Reading: \_\_\_\_\_

Third Public Hearing: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Approved as to form: \_\_\_\_\_  
Gregory M. Alford, Town Attorney

Introduced by Council Member: \_\_\_\_\_

**EXHIBIT "A"**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**ADDENDUM #1 (“Addendum”) TO THAT CERTAIN AMENDED AND RESTATED DEVELOPMENT AGREEMENT DATED NOVEMBER 19, 2014, AND APPROVED BY THE TOWN OF HILTON HEAD ISLAND PURSUANT TO ORDINANCE NO. \_\_\_\_\_, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A COPY OF WHICH IS ATTACHED HERETO AND MARKED EXHIBIT “C”**

1. This Addendum (“Addendum”) was approved by the Town of Hilton Head Island, South Carolina (the “Town”) pursuant to Ordinance \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015, in accordance with the Town of Hilton Head Land Management Ordinance dated October 7, 2014, and in accordance with the South Carolina Local Government Development Agreement Act (the “Act”) and pursuant to Section 16-1-108(E)(3) of the LMO.

2. This Addendum and the provisions contained herein shall incorporate into the Shelter Cove Mall Redevelopment the parcel identified as “East #2” as shown on the attached Exhibit “B” (hereinafter, the “Multi-Family Site #2”).

3. On the 16<sup>th</sup> day of October, 2012, the Town enacted Ordinance 2012-25 (Proposed Ordinance 2012-23) entitled:

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH SHELTER COVE TOWNE CENTRE, LLC FOR THE REDEVELOPMENT OF THE MALL AT SHELTER COVE PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. SEC. 5-7-40 (SUPP. 2011), AND SEC. 2-7-20, CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

4. Pursuant to the Ordinance set forth in Paragraph 3 above, on the 16<sup>th</sup> day of October, 2012, Shelter Cove Towne Centre, LLC and the Town did enter into a Development Agreement for the redevelopment of the Mall at Shelter Cove.

5. On the 16<sup>th</sup> day of October, 2012, the Town did enact Ordinance 2012-26 (Proposed Ordinance 2012-24) entitled:

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE SALE OF REAL PROPERTY OWNED BY**

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, IN EXCHANGE FOR LAND OWNED BY SHELTER COVE TOWNE CENTRE, LLC IN CONJUNCTION WITH THE MALL AT SHELTER COVE DEVELOPMENT AGREEMENT AND PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. §5-7-40 (SUPP. 2011), AND §2-7-20, *CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA*, (1983, As Amended); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

6. On the 19<sup>th</sup> day of November, 2014, the Town enacted Ordinance 2014-30 (Proposed Ordinance 2014-25) entitled:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR SHELTER COVE MALL WITH SHELTER COVE TOWNE CENTRE, LLC AND SHELTER COVE II, LLC FOR THE REDEVELOPMENT OF THE PROPERTY KNOWN GENERALLY AS THE MALL AT SHELTER COVE, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. §5-7-40 (SUPP. 2011), AND §2-7-20, *CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA*, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

7. On November 25, 2014, the Town entered into an Amended and Restated Development Agreement for Shelter Cove Mall with Shelter Cove Towne Centre, LLC, a South Carolina limited liability company, and Shelter Cove II, LLC, a South Carolina limited liability company.

8. On the 4<sup>th</sup> day of May, 2014, Shelter Cove Towne Centre, LLC and Shelter Cove II, LLC (hereinafter collectively referred to as “the Developer”), as Applicant, submitted to the Town the following:

ZONING MAP AMENDMENT OF SHELTER COVE TOWNE CENTRE, LLC, AND SHELTER COVE II, LLC, FOR AMENDMENT OF THE TOWN OF HILTON HEAD ZONING MAP PROVIDING FOR THE REDUCTION OF THE ALLOWABLE MULTI-FAMILY RESIDENTIAL DWELLING UNITS ON THAT CERTAIN 42.45 ACRE PORTION OF THE PARCEL IDENTIFIED AS PARCEL 26 ON BEAUFORT COUNTY TAX MAP 12B (THE “MALL TRACT”) AND THE INCREASE IN THE NUMBER OF MULTI-FAMILY RESIDENTIAL DWELLING UNITS ON PROPERTY OWNED BY THE TOWN (“TOWN PARCEL”) OF HILTON HEAD ISLAND BEING A 9.3 ACRE PORTION OF THE PARCEL IDENTIFIED AS PARCEL 12 ON BEAUFORT COUNTY TAX MAP 12C ADJACENT TO THE MALL TRACT (EXCEPT FOR THE AMENDMENT TO THE ZONING MAP APPLIED FOR

HEREIN, THE USES AND DENSITIES PROVIDED FOR IN ZMA #120006 REMAIN UNCHANGED AND CONTINUE IN FULL FORCE AND EFFECT).

9. On the 19<sup>th</sup> day of November, 2014, the Town enacted Ordinance 2014-29 (Proposed 2014-24) entitled:

AN ORDINANCE TO AMEND TITLE 16, "THE LAND MANAGEMENT ORDINANCE" OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, BY AMENDING SECTION 16-4-102, THE OFFICIAL ZONING MAP AND THE PALMETTO DUNES RESORT MASTER PLAN WITH RESPECT TO THE CERTAIN PARCELS IDENTIFIED AS PARCEL 12 ON BEAUFORT COUNTY TAX MAP #12B, AND A 9.3 ACRE PORTION OF PARCEL 12 ON BEAUFORT COUNTY TAX MAP #12C, WITHIN THE PALMETTO DUNES RESORT MASTER PLAN UNDER THE PD-1 PLANNED DEVELOPMENT MIXED USE DISTRICT, TO DECREASE THE NUMBER OF MULTIFAMILY DWELLING UNITS ON PARCEL 26, TAX MAP #12B TO 50; INCREASE THE NUMBER OF MULTIFAMILY DWELLING UNITS ON PARCEL 12, TAX MAP #12C TO 210; THE AGGREGATE TOTAL OF DWELLING UNITS FOR BOTH PROPERTIES WOULD NOT EXCEED 240 UNITS; AND NO OTHER CHANGES TO THE MASTER PLAN LAND USE DESIGNATIONS AND ASSOCIATED DENSITIES FOR THE PROPERTIES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

10. On the 16th day of June, 2015, pursuant to the Ordinance of the Town set forth in Paragraph 5 above, and in accordance with Article IV, Section C of the Amended and Restated Development Agreement for Shelter Cove Mall, the Town conveyed to Shelter Cove II, LLC, a 4.97 acre parcel identified as the "New Multi-Family Parcel" (hereinafter, the "Multi-Family Site #1") more clearly shown on Exhibit "A", and in exchange therefore Shelter Cove Towne Centre, LLC, did convey to the Town that certain 4.97 acre parcel described as "New Town of Hilton Head Island Community Park Parcel" and simultaneously committed to convey to the Town that certain 0.17 acre parcel located within the Revised Multi-Family Parcel to the northwest thereof as shown on Exhibit "A".

11. On the \_\_\_\_\_ day of June, 2015, Shelter Cove Towne Centre, LLC and Shelter Cove II, LLC, as Applicant, filed with the Town a Zoning Map Amendment Application for amendment to the Town Zoning Map entitled as follows:

THE ZONING MAP AMENDMENT APPLICATION OF SHELTER COVE TOWNE CENTRE, LLC AND SHELTER COVE II, LLC FOR AMENDMENT OF THE TOWN OF HILTON HEAD ZONING MAP PROVIDING FOR THE INCREASE IN THE NUMBER OF MULTI-FAMILY RESIDENTIAL

DWELLING UNITS ON PROPERTY OWNED BY THE TOWN (“TOWN PARCEL”) OF HILTON HEAD ISLAND ON THE PARCEL IDENTIFIED AS PARCEL 12 ON BEAUFORT COUNTY TAX MAP 12C (P/O TAX PARCEL I.D. NO. R520-012-00C-0002-0000) ADJACENT TO THE REVISED SHELTER COVE MALL PARCEL (as hereinafter identified) (EXCEPT FOR THE AMENDMENT TO THE ZONING MAP APPLIED FOR HEREIN, THE USES AND DENSITIES PROVIDED FOR IN ZMA #000659-2014 REMAIN UNCHANGED AND CONTINUE IN FULL FORCE AND EFFECT).

The Zoning Map Amendment Application applied for amendment to the Palmetto Dunes Resort Master Plan and its associated text to modify the allowable number of multi-family residential units allowed on the Multi-Family Site #1 to between 120 to 150 RDUs, and Multi-Family Site #2 to between 80-120 RDUs, provided, however, that the total number of multi-family residential dwelling units on Multi-Family Site #1 and Multi-Family Site #2 shall never exceed 240 multi-family residential dwelling units.

12. In order to accomplish the objectives contained within the Zoning Map Amendment Application as set forth above, the Developer and the Town propose to exchange the parcel known as Beaufort County TMS # R520-012-00B-0082-0000 and shown as “Revised Multi-Family Parcel” on the attached Exhibit “A” (less and except that certain 0.17 acre portion as described in Paragraph 10 above) (hereinafter, the “Developer Parcel”), owned by the Developer, for Multi-Family Site #2 owned by the Town pursuant to the terms and conditions of that certain Exchange Agreement to be entered into between the parties and attached hereto as Exhibit “D”. Prior to the Town’s conveyance of the Multi-Family Site #2 to Developer, the Town shall place restrictions on the Multi-Family Site #2 parcel prohibiting: (a) converting apartments to condominiums; (b) rentals of apartments for less than twelve (12) months per lease; and (c) sub-letting of apartments by tenants. The Developer Parcel shall be conveyed to the Town in a “grade and seed” condition, more specifically the Developer shall provide the Developer Property to the Town in a condition such that the property has been (1) graded to the Town’s satisfaction, (2) cleared of trash, rubbish or other debris, and (3) uniformly seeded with grass. Notwithstanding anything contained herein or in the Exchange Agreement, in the event the closing under the Exchange Agreement has not occurred within ninety (90) days of the date of this Addendum, Developer may elect to terminate this Addendum and the Exchange Agreement and the parties will cooperate to rezone any property as may be necessary to revert back to the original zoning classifications.

13. As a result of the location of the multi-family units on Multi-Family Site #2, Developer has conducted a traffic study to determine the impact of the additional traffic utilizing Shelter Cove Lane from Multi-Family Site #2 as it enters into U.S. Hwy. 278. This traffic study shall be agreed by the Town to be in lieu of the traffic study provided for under LMO Section 16-3-1301, *et seq.* If the updated traffic study of Developer indicates the possibility of certain existing deficiencies at the entrances of Shelter Cove Lane into U.S. Hwy. 278, the correction of such deficiencies may be paid for by the Town at its discretion.

14. The Town and the Developer agree that the multi-family buildings located on Multi-Family Site #1 and Multi-Family Site #2 shall not exceed four stories and sixty-seven (67') feet in height.

15. Unless stated to the contrary herein, the provisions contained with the Amended and Restated Development Agreement shall apply to all provisions contained herein. The development of improvements on Multi-Family Site #2 will include the design and implementation of a Stormwater Master Plan, the elements of which must be fully compliant with the LMO and/or otherwise approved by the Town. The Master Plan will propose modifications to the existing stormwater infrastructure to meet the stormwater standards in the Town Land Management Ordinance. The Town agrees to use best efforts to assist in approving the Master Plan and granting any licenses or easements necessary to permit Developer to construct and utilize necessary improvements and utilize the existing lagoon owned by the Town east of Multi-Family Site #2.

Notwithstanding US Army Corps of Engineers (USACE) and OCRM determinations, the pond to the east of Multi-Family Site #2 shall be treated as stormwater management facilities and shall not be considered tidal or freshwater wetlands for the purposes of application of the Town of Hilton Head Island LMO. The pond remains subject to all requirements of USACE and OCRM.

Since modifications will be made to the pond to the east of Multi-Family Site #2 that will significantly improve stormwater management for water quality improvement by providing for first-flush retention with 48-hour drawdown, no prior or additional filtration on site will be required. Best efforts will be made to incorporate prior or additional on-site treatment where practical.

16. Developer shall be responsible for the construction of (1) a pathway connecting the east side of the Community Park to the west side of Veterans Memorial Park, (2) a pathway from the east side of Veterans Memorial Park to the existing lagoon on the east side of Multi-Family Site #2, and (3) a pathway along Shelter Cove Lane connecting Multi-Family Site #2 to the existing pathway in front of Veterans Memorial Park, and to provide public access easements over all such pathways to provide for the use and enjoyment of same by the general public and for fire protection. Upon the creation of such easements, the Town shall be responsible for the maintenance of such pathways and agrees that use of, access to, and travel upon the pathways shall be under the exclusive control of the Town, and the Town shall at all times comply with all applicable laws, rules, codes, and regulations concerning the use and maintenance of the pathways as described herein.

17. Town and Developer acknowledge and agree that the Town is not responsible for construction (or costs thereof) of any items or features, the installation of which is contemplated by this Addendum, including but not limited to buildings or pathways, and the Town is not required to expend any funds to or make any improvements to any property(ies) shown on the attached Exhibits "A" or "B". The parties further acknowledge and agree that the Developer shall not place any restrictions, covenants, or other encumbrances of any nature upon the Developer Property or any other property owned by the Town or to be conveyed to the Town pursuant to the terms of this Addendum.

18. Town and Developer will agree to cooperate with each other in obtaining any permits or approvals necessary for the construction of improvements contemplated by this Addendum and to sign any necessary permits or approvals relative to property belonging to the other party relative to same.

19. Upon approval by the Town of this Addendum to the Amended and Restated Development Agreement, all rights, terms, conditions, limitations, restrictions, and LMO references contained within the Amended and Restated Development Agreement for Shelter Cove Mall, and which are not contrary to the provisions of this Addendum, shall remain in full force and effect and be applicable to all property and provisions set forth herein. For the purposes of clarification, the Multi-Family Site #2 is to be considered a part of the Shelter Cove Mall Tract for the purposes of setbacks, buffers, pervious areas, and open space. Further, any exhibits contained within or referenced by the Amended and Restated Development Agreement

for Shelter Cove Mall are hereby amended, revised and/or modified to the extent necessary to reflect the provisions of this Addendum.

(SIGNATURE PAGES FOLLOW)



**IN WITNESS WHEREOF**, Shelter Cove Towne Centre, LLC, has caused this Addendum to the Amended and Restated Development Agreement to be signed and sealed this \_\_ day of \_\_\_\_\_, 2015.

**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

**Shelter Cove Towne Centre, LLC,  
a South Carolina limited liability company**

By: MPR Consultants, Inc., a Georgia corporation, as its Manager

\_\_\_\_\_  
  
\_\_\_\_\_

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

**STATE OF** )  
 )  
**COUNTY OF** )

**ACKNOWLEDGEMENT**

I, the undersigned Notary Public, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires:\_\_\_\_\_

**IN WITNESS WHEREOF**, Shelter Cove II, LLC, has caused this Addendum to the Amended and Restated Development Agreement to be signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2015.

**SIGNED, SEALED AND  
DELIVERED IN THE PRESENCE  
OF:**

**Shelter Cove II, LLC,  
a South Carolina limited liability  
company**

By: MPR Consultants, Inc., a Georgia corporation, as its Manager

\_\_\_\_\_

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

\_\_\_\_\_

**STATE OF** )  
 )  
**COUNTY OF** )

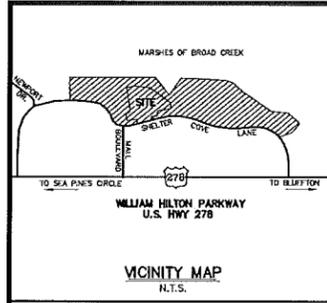
**ACKNOWLEDGEMENT**

I, the undersigned Notary Public, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"  
SURVEY



CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	337.82'	378.17'	181.18'	326.79'	S 71°34'29" W	51°11'52"
C2	430.85'	1024.77'	218.65'	427.68'	S 58°02'06" W	24°05'20"
C3	157.91'	773.33'	79.23'	157.64'	S 84°13'13" W	11°41'59"
C4	177.66'	773.33'	89.22'	177.27'	S 48°05'01" W	13°09'46"
C5	50.90'	773.33'	25.01'	49.92'	S 38°40'24" W	3°42'18"
C6	289.82'	710.00'	136.56'	288.20'	S 45°48'18" W	21°46'28"
C7	73.90'	340.00'	37.09'	73.75'	S 50°27'56" W	12°27'10"
C8	100.93'	240.00'	51.22'	100.19'	N 55°24'45" W	24°05'43"
C9	31.44'	240.00'	15.74'	31.42'	N 71°12'46" W	7°30'19"
C10	33.90'	240.00'	16.98'	33.88'	N 79°00'45" W	8°05'39"
C11	244.48'	290.00'	130.03'	237.30'	S 72°47'21" W	48°18'09"
C12	37.94'	290.00'	19.00'	37.91'	S 44°53'25" W	7°29'44"
C13	107.47'	290.00'	54.36'	106.86'	S 30°31'33" W	21°14'00"
C14	105.31'	210.00'	53.79'	104.21'	S 34°16'31" W	28°43'56"
C15	110.86'	290.00'	56.01'	109.99'	S 37°42'36" W	21°51'45"
C16	158.93'	137.00'	89.68'	150.23'	N 75°29'03" W	68°13'34"

TOWN OF HILTON HEAD ISLAND LMO  
SECTION 16-5-1402 DISCLOSURE STATEMENT

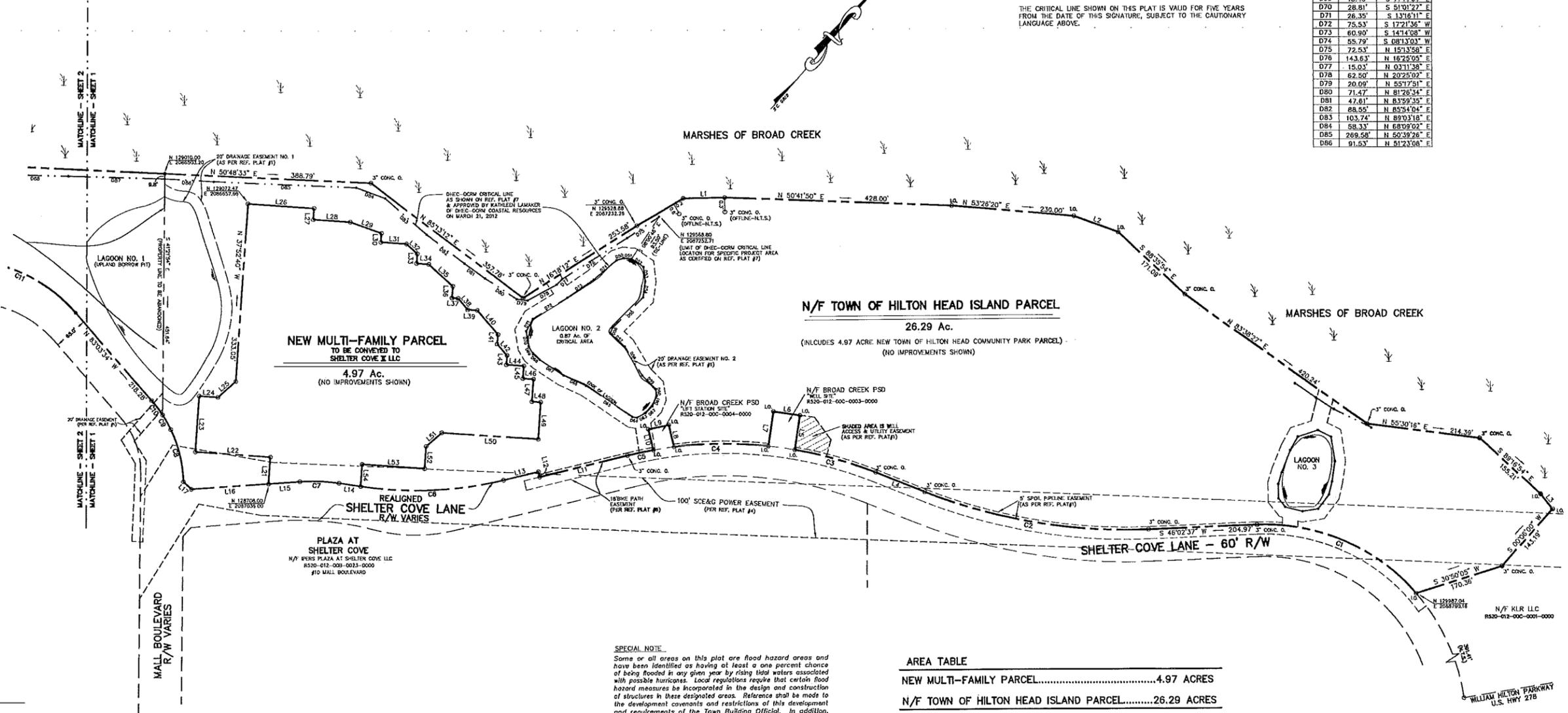
Some or all areas on this plot are flood hazard areas and have been identified as having at least a one percent chance of being flooded in any given year by rising tidal waters associated with possible hurricanes. Local regulations require that certain flood hazard protective measures be incorporated in the design and construction of structures in these designated areas. Reference shall be made to the development covenants and restrictions of this development and requirements of the Town Building Official. In addition, federal law requires mandatory purchase of flood insurance as a prerequisite to federally insured mortgage financing in these designated flood hazard areas.

SPECIAL NOTE:  
THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IN NO WAY WAIVES ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREIN OR NOT.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR FIVE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE.

LINE	LENGTH	BEARING
D50	14.10'	S 30°25'21" W
D51	15.23'	S 53°22'41" W
D52	27.41'	S 82°57'41" W
D53	27.71'	N 48°18'39" W
D54	29.73'	N 33°52'43" W
D55	80.76'	N 02°34'03" E
D56	11.12'	N 19°20'28" W
D57	36.89'	N 89°45'32" W
D58	63.18'	N 73°06'06" W
D59	36.20'	N 85°32'01" W
D60	12.67'	N 50°41'28" W
D61	21.23'	N 18°58'24" W
D62	17.98'	N 03°17'28" E
D63	18.34'	N 82°30'36" E
D64	9.51'	N 56°32'46" E
D65	104.50'	N 82°30'36" E
D66	46.81'	N 72°51'09" E
D67	54.21'	N 81°34'51" E
D68	16.39'	N 88°02'11" E
D69	16.40'	S 71°14'34" E
D70	28.81'	S 51°01'27" E
D71	26.35'	S 13°16'11" E
D72	75.53'	S 12°12'35" W
D73	60.90'	S 14°14'08" W
D74	55.79'	S 08°13'03" W
D75	72.53'	N 15°13'58" E
D76	143.63'	N 16°25'05" E
D77	15.03'	N 02°11'50" E
D78	62.50'	N 20°25'02" E
D79	20.09'	N 55°17'51" E
D80	71.47'	N 81°26'34" E
D81	47.61'	N 83°59'35" E
D82	88.55'	N 85°54'04" E
D83	103.74'	N 89°03'18" E
D84	58.33'	N 68°09'02" E
D85	269.58'	N 50°38'26" E
D86	91.53'	N 51°23'06" E

LINE	LENGTH	BEARING
L1	78.51'	N 47°05'25" E
L2	89.89'	N 68°09'15" E
L3	35.88'	S 80°10'07" E
L4	99.91'	S 70°05'34" W
L5	65.00'	N 33°09'30" W
L6	90.00'	S 33°09'30" W
L7	65.29'	S 33°09'30" W
L8	42.09'	N 55°11'21" W
L9	40.03'	S 37°04'13" W
L10	40.05'	S 55°11'21" E
L11	169.23'	S 34°40'06" W
L12	10.03'	N 54°48'06" W
L13	67.06'	S 34°55'05" W
L14	41.43'	S 56°41'31" W
L15	59.17'	S 44°42'21" W
L16	145.76'	S 44°42'21" W
L17	20.42'	N 88°40'03" W
L18	72.51'	S 74°31'13" W
L19	39.18'	N 42°28'14" W
L20	64.14'	N 50°45'16" E
L21	50.20'	N 37°52'40" E
L22	141.83'	S 52°07'20" W
L23	104.64'	N 37°52'40" E
L24	34.88'	N 82°07'20" E
L25	45.38'	N 07°07'20" E
L26	124.39'	N 52°07'20" E
L27	21.00'	S 37°52'40" E
L28	70.31'	N 52°07'20" E
L29	62.52'	N 67°58'18" E
L30	16.55'	S 37°52'40" E
L31	49.25'	N 52°07'20" E
L32	27.26'	S 89°12'00" E
L33	17.98'	S 37°52'40" E
L34	22.48'	N 52°07'20" E
L35	61.15'	S 89°12'00" E
L36	21.79'	S 37°52'40" E
L37	11.37'	N 52°07'20" E
L38	27.66'	S 81°33'37" E
L39	18.07'	N 52°07'20" E
L40	59.68'	S 82°19'56" E
L41	18.07'	S 36°47'12" E
L42	28.50'	S 83°06'16" E
L43	17.00'	S 37°52'40" E
L44	32.50'	N 52°07'20" E
L45	23.46'	S 37°52'40" E
L46	19.87'	N 52°07'20" E
L47	42.20'	S 37°52'40" E
L48	16.62'	N 52°07'20" E
L49	69.19'	S 37°52'40" E
L50	180.72'	S 52°07'20" W
L51	38.43'	S 07°07'20" W
L52	41.80'	S 37°52'40" E
L53	118.25'	S 52°07'20" E
L54	41.42'	S 37°52'40" E



AREA TABLE

NEW MULTI-FAMILY PARCEL.....	4.97 ACRES
N/F TOWN OF HILTON HEAD ISLAND PARCEL.....	26.29 ACRES
<b>TOTAL AREA.....</b>	<b>31.26 ACRES</b>

SPECIAL NOTE:  
Some or all areas on this plot are flood hazard areas and have been identified as having at least a one percent chance of being flooded in any given year by rising tidal waters associated with possible hurricanes. Local regulations require that certain flood hazard protective measures be incorporated in the design and construction of structures in these designated areas. Reference shall be made to the development covenants and restrictions of this development and requirements of the Town Building Official. In addition, federal law requires mandatory purchase of flood insurance as a prerequisite to federally insured mortgage financing in these designated flood hazard areas.

I, the undersigned, as the Owner of Record of parcel R520-012-000-0002-0000, agree to the recording of this plat.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

I, the undersigned, as the Owner of Record of parcel R520-012-000-0028-0000, agree to the recording of this plat.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**BOUNDARY RECONFIGURATION**

OF

**4.97 ACRE NEW MULTI-FAMILY PARCEL &  
26.29 TOWN OF HILTON HEAD ISLAND PARCEL,  
TOTALING 31.26 ACRES**

A PORTION OF

**SHELTER COVE LANE**

**SHELTER COVE COMMUNITY PARK**

HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1" = 100'      DATE: 6/01/2015      JOB NO: SC110040E-2(A)

LEGEND:  
I.O. IRON OLD, FOUND  
3" CONC. O. 3"x3" CONCRETE MONUMENT FOUND

SOURCE OF TITLE:  
\*DEED BOOK 1165 AT PAGE 118  
\*PLAT BOOK 69 AT PAGE 182  
\*DEED BOOK 3076 AT PAGE 2860  
\*PLAT BOOK 138 AT PAGES 1 & 2

- NOTES
- I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO OBVIOUS, APPARENT OR VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.
  - AS OF THE DATE OF THIS SURVEY THIS PROPERTY IS LOCATED IN ZONE B, A-7 & A-8. A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY H.U.D. PANEL 14-D, COMMUNITY NO. 450250, MAP DATED 9/29/85, BASE ELEVATION 14.0' & 15.0'. FLOOD HAZARD ZONE AND BASE ELEVATION WERE VERIFIED BY RICHARD SPRUCE, PLANS REVIEW ADMINISTRATOR, TOWN OF HILTON HEAD ISLAND ON 4/16/2012.
  - BUILDING SETBACKS WHICH EXIST FOR THIS PROPERTY, SHOWN OR NOT SHOWN ON THIS SURVEY, ARE EXPLAINED IN THE COVENANTS, EASEMENTS & SETBACKS SHOWN SHOULD BE VERIFIED THRU THE APPROPRIATE ARCHITECTURAL REVIEW BOARD OR BUILDING AGENCY.
  - "ALL BUFFERS AND SETBACKS AREA SUBJECT TO THE TERMS IN THE APPROVED DEVELOPMENT AGREEMENT DATED OCTOBER 16, 2012" PER THE TOWN OF HILTON HEAD ISLAND PLANNING DEPARTMENT.
  - BEARINGS SHOWN ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATES ESTABLISHED FROM GPS OBSERVATION. SEE REFERENCE PLAT #1 FROM RECORD BEARINGS.
  - THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAY BE OTHER EASEMENTS, RIGHT-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, RESTRICTIONS, OR OTHER SIMILAR MATTERS OF PUBLIC RECORD, NOT DEPICTED ON THIS SURVEY.
  - PROPERTY CORNERS TO BE SET WITH 1/2" IRON REBAR WITH CAP OR WITH NAILS WHEN FALLING IN PAVEMENT.

- REFERENCE PLATS:
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  - SUBDIVISION PLAT OF SHELTER COVE MALL AREA, A SECTION OF SHELTER COVE, HILTON HEAD ISLAND, DATED: 12/11/2013, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, RECORDED: PB 138, PG. 2, 12/20/2013, SURVEYING CONSULTANTS
  - EASEMENT PLAT FOR THE RELOCATION OF HILTON HEAD GAS TURBINE-MARKET PLACE TISKY TRANSMISSION LINE ON THE LANDS OF SHELTER COVE HARBOUR COMPANY AND SHELTER COVE TOWNE CENTER, LLC, HILTON HEAD ISLAND, SC DATED: 7/09/2013, BY: MARK R. RENEW, S.C.R.L.S. NO. 25347, RECORDED: PB 137 PG 191, 12/13/2013.
  - ASBUILT, TREE & TOPOGRAPHIC SURVEY OF A PORTION OF TOWN OF HILTON HEAD ISLAND SHELTER COVE COMMUNITY PARK, SHELTER COVE LANE, A SECTION OF SHELTER COVE, DATED: 5/22/2014, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, SURVEYING CONSULTANTS
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  - ASBUILT, TREE & TOPOGRAPHIC SURVEY OF SHELTER COVE MALL, A PORTION OF SHELTER COVE COMMUNITY PARK, A SECTION OF SHELTER COVE, DATED: 8/3/2011; LAST REVISED: 4/16/2012, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, SURVEYING CONSULTANTS
  - ASBUILT, TREE & TOPOGRAPHIC SURVEY OF PARCEL "B", 35 & 36, SHELTER COVE LANE, A SECTION OF SHELTER COVE, PHASE 2, PALMETTO DUNES RESORT, DATED: 10/06/2003; LAST REVISED: 05/08/2005, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, SURVEYING CONSULTANTS

PREPARED FOR: SHELTER COVE II LLC  
AND THE TOWN OF HILTON HEAD ISLAND

ADDRESS: #19, #43, #45, #47, #49, #51, #59 & #69 SHELTER COVE LANE  
PORTION OF R520-012-000-0081-0000 & TAX PARCEL I.D. NO. R520-012-000-0002-0000

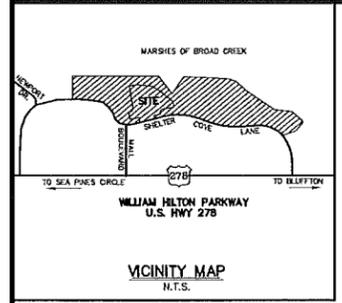


SHEET 1 OF 2  
THIS SURVEY CONSISTS OF 2 SHEETS

GRAPHIC SCALE  
0 100 200 300

**SG SURVEYING CONSULTANTS**

17 Sherrington Drive, Suite C, Beaufort, SC 29910  
SC Telephone: (843) 816-3304 FAX: (843) 816-3305  
CA Telephone: (912) 826-2775



CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	337.92	378.17	181.16	326.79	S 71°34'29" W	51°11'52"
C2	430.85	1024.77	218.65	427.88	N 58°02'06" E	24°05'20"
C3	157.91	773.33	79.23	157.64	S 84°13'13" W	11°11'59"
C4	177.66	773.33	89.22	177.27	S 48°05'01" W	13°09'46"
C5	50.00	773.33	25.01	49.99	S 36°40'24" W	3°42'16"
C6	269.82	710.00	136.56	268.20	N 45°48'16" E	21°46'26"
C7	73.90	340.00	37.09	73.75	S 50°27'56" W	12°27'10"
C8	100.83	240.00	51.24	100.19	N 55°24'45" W	24°05'43"
C9	31.44	240.00	15.74	31.42	N 71°12'46" W	7°39'19"
C10	33.90	240.00	16.98	33.88	N 79°00'45" W	8°05'39"
C11	244.48	290.00	130.03	237.30	S 72°47'21" W	48°18'09"
C12	37.94	290.00	19.00	37.91	S 44°32'25" W	7°29'44"
C13	107.47	290.00	54.36	106.86	S 30°31'33" W	21°14'30"
C14	105.31	210.00	53.79	104.21	N 34°15'31" E	28°43'55"
C15	110.66	290.00	56.01	109.99	S 37°42'36" W	21°51'45"
C16	158.93	137.50	89.68	150.23	N 75°29'03" W	66°13'34"

**TOWN OF HILTON HEAD ISLAND LMO SECTION 16-5-1402 DISCLOSURE STATEMENT**

Some of all areas on this plot are flood hazard areas and have been identified as having at least a one percent chance of being flooded in any given year by rising tidal waters associated with possible hurricanes. Local regulations require that certain floor hazard protective measures be incorporated in the design and construction of structures in these designated areas. Reference shall be made to the development covenants and restrictions of this development and requirements of the Town Building Official. In addition, federal law requires mandatory purchase of flood insurance as a prerequisite to federally insured mortgage financing in these designated flood hazard areas.

**SPECIAL NOTE:**

THE AREA SHOWN ON THIS PLAN IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IN NO WAY WAIVES THE ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREIN OR NOT.

LINE	LENGTH	BEARING
D50	14.10'	S 30°25'21" W
D51	18.23'	S 83°22'41" W
D52	27.41'	S 82°27'41" W
D53	27.71'	N 48°18'39" W
D54	29.73'	N 33°52'43" W
D55	80.76'	N 03°54'03" E
D56	11.15'	N 19°20'28" W
D57	36.89'	N 88°45'32" W
D58	63.18'	N 73°06'06" W
D59	36.20'	N 86°32'01" W
D60	12.67'	N 50°41'28" W
D61	21.23'	N 18°56'24" W
D62	17.99'	N 03°17'28" E
D63	18.34'	N 20°28'36" E
D64	9.51'	N 56°32'46" E
D65	104.50'	N 82°30'36" E
D66	46.81'	N 72°51'10" E
D67	54.21'	N 81°34'51" E
D68	16.39'	N 88°02'11" E
D69	16.40'	S 71°14'34" E
D70	28.81'	S 51°01'27" E
D71	26.35'	S 13°16'11" E
D72	75.53'	S 17°41'36" W
D73	60.90'	S 14°14'08" W
D74	55.79'	S 08°13'03" W
D75	72.53'	N 15°13'58" E
D76	143.63'	N 16°25'05" E
D77	15.03'	N 03°11'38" E
D78	62.50'	N 20°25'02" E
D79	20.09'	N 55°17'51" E
D80	71.47'	N 81°26'34" E
D81	47.61'	N 83°59'35" E
D82	88.65'	N 85°44'04" E
D83	103.74'	N 89°03'18" E
D84	58.33'	N 83°09'02" E
D85	269.68'	N 50°32'26" E
D86	91.53'	N 51°23'08" E

LINE	LENGTH	BEARING
L1	78.51'	N 47°55'55" E
L2	89.89'	N 84°09'15" E
L3	35.88'	S 80°10'07" E
L4	98.91'	S 70°05'34" W
L5	65.00'	N 33°09'30" W
L6	50.00'	S 56°30'30" W
L7	63.29'	S 33°30'30" W
L8	42.09'	N 55°11'21" W
L9	40.03'	S 37°04'13" W
L10	40.05'	S 55°11'21" E
L11	169.73'	S 34°49'06" W
L12	10.03'	N 54°49'06" W
L13	67.06'	N 34°55'05" E
L14	41.43'	S 65°41'31" W
L15	59.17'	S 44°14'21" W
L16	145.76'	S 44°14'21" W
L17	20.42'	N 68°40'03" W
L18	72.51'	S 74°33'13" W
L19	39.18'	N 42°25'14" W
L20	64.14'	N 50°45'16" E
L21	50.20'	N 37°52'40" W
L22	141.83'	S 52°07'20" E
L23	104.64'	N 37°52'40" W
L24	34.88'	N 52°07'20" E
L25	45.38'	N 07°07'20" E
L26	124.39'	N 52°07'20" E
L27	21.00'	S 37°52'40" E
L28	70.31'	N 52°07'20" E
L29	62.52'	N 67°58'18" E
L30	16.55'	S 37°52'40" E
L31	49.25'	N 52°07'20" E
L32	27.25'	S 89°12'00" E
L33	17.98'	S 37°52'40" E
L34	22.46'	N 52°07'20" E
L35	61.15'	S 89°12'00" E
L36	21.79'	S 37°52'40" E
L37	11.37'	N 52°07'20" E
L38	27.66'	S 81°33'37" E
L39	18.07'	N 52°07'20" E
L40	59.68'	S 82°19'58" E
L41	18.07'	S 36°47'12" E
L42	28.50'	S 83°06'16" E
L43	17.10'	S 37°22'48" E
L44	30.50'	N 52°05'45" E
L45	23.46'	S 37°52'40" E
L46	19.87'	N 52°07'20" E
L47	42.20'	S 37°52'40" E
L48	16.62'	N 52°07'20" E
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**AREA TABLE**

NEW MULTI-FAMILY PARCEL.....	4.97 ACRES
N/F TOWN OF HILTON HEAD ISLAND PARCEL.....	26.29 ACRES
<b>TOTAL AREA.....</b>	<b>31.26 ACRES</b>

**LEGEND:**

I.O. IRON OLD, FOUND  
3"x3" CONCRETE MONUMENT FOUND

**SOURCE OF TITLE:**

- \*DEED BOOK 1165 AT PAGE 116
- \*PLAT BOOK 69 AT PAGE 182
- \*DEED BOOK 3076 AT PAGE 2880
- \*PLAT BOOK 138 AT PAGES 1 & 2

- NOTES**
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  - AS OF THE DATE OF THIS SURVEY THIS PROPERTY IS LOCATED IN ZONE B<sub>1</sub>-2 & A-B. A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY H.U.D. PANEL 14-E, COMMUNITY NO. 450256, MAP DATED 9/22/88, BASE ELEVATION 14.0' & 15.0'. FLOOD HAZARD ZONE AND BASE ELEVATION WERE VERIFIED BY RICHARD SPRUCE, PLANS REVIEW ADMINISTRATOR, TOWN OF HILTON HEAD ISLAND ON 4/16/2012.
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  - EASEMENT PLAT FOR THE RELOCATION OF HILTON HEAD GAS TURBINE-MARKET PLACE 118KV TRANSMISSION LINE ON THE LANDS OF SHELTER COVE HARBOUR COMPANY AND SHELTER COVE TOWNE CENTER, LLC, HILTON HEAD ISLAND, SC DATED: 7/09/2013, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 25347, RECORDED: PB 137 PG 191, 12/13/2013.
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**SPECIAL NOTE:**

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I the undersigned, as the Owner of Record of parcel R520-012-000-0002-0000, agree to the recording of this plat.

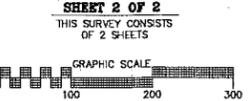
\_\_\_\_\_  
SIGNATURE DATE

I the undersigned, as the Owner of Record of parcel R520-012-000-0002-0000, agree to the recording of this plat.

\_\_\_\_\_  
SIGNATURE DATE

PREPARED FOR: SHELTER COVE II LLC & THE TOWN OF HILTON HEAD ISLAND

ADDRESS: #39, #43, #45, #47, #49, #51, #59 & #60 SHELTER COVE LANE  
PORTION OF R520-012-000-0001-0000 & TAX PARCEL I.D. NO. R520-012-000-0002-0000



**BOUNDARY RECONFIGURATION**

OF

**4.97 ACRE NEW MULTI-FAMILY PARCEL & 26.29 TOWN OF HILTON HEAD ISLAND PARCEL,**

**TOTALING 31.26 ACRES**

A PORTION OF

**SHELTER COVE LANE**

**SHELTER COVE COMMUNITY PARK**

HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1" = 100' DATE: 6/01/2015 JOB NO: SC110040E-2(A)

**SURVEYING CONSULTANTS**

17 Sherington Drive, Suite C, Bluffton, SC 29910  
SC Telephone: (843) 815-3304 FAX: (843) 815-3305  
GA Telephone: (912) 828-2775

EXHIBIT "B"  
EAST #2 ADDITION



Town of Hilton Head Island

Exhibit to Addendum - Shelter Cove Towne Centre Development Agreement - August 6, 2015

Note: Black dashed line represents area bound by Addendum #1 to the Development Agreement.



1 inch = 225 feet



TOWN OF HILTON HEAD ISLAND  
PO BOX 90178  
HILTON HEAD ISLAND, S.C. 29928  
PH: (843) 341-4433  
Data Created: Thursday, August 06, 2015  
Project: 22 Park Blvd



The information on this map has been derived from a variety of sources and is intended to be used only as a guide. It is provided without warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for the accuracy or completeness of any data shown on this map.

EXHIBIT "C"  
TOWN ORDINANCE

EXHIBIT "D"  
EXCHANGE AGREEMENT

EXCHANGE AGREEMENT OF:

+/- 4.45 Acres and +/- 4.444 Acres

By and Between

Shelter Cove II, LLC

and

The Town of Hilton Head Island, South Carolina

Dated \_\_\_\_\_



or unusable land remnants/slivers or other areas which provide little benefit to the Seller and/or Purchaser.

2. *Developer Property*: The Developer Property referred to in this Agreement is defined and described as follows:

(a) The Developer Real Property referred to in this Agreement is defined and described as follows:

ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 4.62 acres, more or less, and shown and described as "Revised Multi-Family Parcel" on the attached Exhibit "D-1" less and except that certain 0.17 acre portion to be conveyed to the Town as set forth in the Agreement between Developer and the Town dated June 5, 2015.

A Portion of Beaufort County TMS#: R520-012-00B-0082-0000

(hereinafter, the "Developer Real Property")

(b) *Developer Intangible Personal Property*: In connection with the Developer Real Property, Seller may have (i) obtained certain governmental permits and approvals and (ii) obtained certain contractual rights and other intangible assets, which are hereinafter referred to as the "Developer Intangible Personal Property" and which are described as follows:

- (i) Any and all contract rights, declarant rights, access rights or easements, utility easements, covenant rights burdening other property in favor of the Developer Real Property, easements, rights with respect to lands or marshlands lying below the S. C. D. H. E. C. - O. C. R. M. Critical Line, development plan approvals, zoning rights or approvals, development permits, utility allocations, State, Federal or Local governmental permits and approvals, S. C. D. H. E. C. - O. C. R. M. Permits; United States Army Corps of Engineers Permits, if any; and,
- (ii) Any and all rights, funds, rights to funds, including deductibles, associated with or related to any pending or previous environmental cleanup affecting

the Developer Real Property, if any.

- (iii) Any and all other rights, contracts, easements, contract rights or governmental or other approvals, regardless of description, which affect, touch or concern the Developer Real Property in any way, shape or form, regardless of description, if any.

(c) *Definition of the "Developer Property"*: Both the Developer Real Property and the Developer Intangible Personal Property are hereinafter referred to collectively as the "Developer Property".

3. *Town Property*: The Town Property referred to in this Agreement is defined and described as follows:

- (a) The Town Real Property referred to in this Agreement is defined and described as follows:

ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of approximately 4.444 acres, more or less, and shown and described as "East #2" on the attached Exhibit "D-2".

A Portion of Beaufort County TMS#: R520-012-00C-0002-0000

(hereinafter, the "Town Real Property")

- (b) *Town Intangible Personal Property*: In connection with the Town Real Property, Purchaser may have (i) obtained certain governmental permits and approvals and (ii) obtained certain contractual rights and other intangible assets, which are hereinafter referred to as the "Town Intangible Personal Property" and which are described as follows:

- (i) Any and all contract rights, declarant rights, access rights or easements, utility easements, covenant rights burdening other property in favor of the Town Real Property, easements, rights with respect to lands or marshlands lying below the S. C. D. H. E. C. - O. C. R. M. Critical Line, development plan approvals, zoning rights or approvals, development permits, utility allocations, State, Federal or Local governmental permits and approvals, S. C. D. H. E. C. - O. C. R. M. Permits; United States Army Corps of Engineers

Permits, if any; and,

- (ii) Any and all rights, funds, rights to funds, including deductibles, associated with or related to any pending or previous environmental cleanup affecting the Town Real Property, if any.
- (iii) Any and all other rights, contracts, easements, contract rights or governmental or other approvals, regardless of description, which affect, touch or concern the Town Real Property in any way, shape or form, regardless of description, if any.

(c) *Definition of the "Town Property"*: Both the Town Real Property and the Town Intangible Personal Property are hereinafter referred to collectively as the "Town Property".

4. *Current Survey*: See Article 1 above.

4.01 *Delivery of Documents by Seller*:

(a) Within fifteen (15) days of the Effective Date as defined herein, Seller shall deliver or cause to be delivered to Purchaser copies of the following documents:

- (i) Any existing title insurance policies in the possession of Seller or Seller's attorney insuring title to the Developer Real Property.
- (ii) Copies of any documents evidencing utility allocations or capacity or other contracts benefiting the Developer Real Property.
- (iii) Any and all documents relating to any rights or obligations which run to or from the Developer Real Property.
- (iv) Copies of all engineering studies, wetland delineations, environmental studies, surveys and the like of the Developer Real Property which are in Seller's possession. Such studies may be given with appropriate disclaimers.
- (v) Copies of any reports, studies or documentation of any type pertaining to any ongoing or previous environmental cleanup affecting the Developer Real Property.

(b) *Return of Documents*: If this Agreement is terminated for any reason other than Default of Seller, Purchaser shall, within five (5) days following such termination, deliver to Seller all documents and materials relating to the Developer Property previously delivered to

Purchaser by Seller. The return of such documents shall not affect the right of either party to seek legal or equitable remedies as provided under elsewhere in this Agreement.

4.02 *Delivery of Documents by Purchaser:*

(a) Within fifteen (15) days of the Effective Date as defined herein and upon demand by Seller, Purchaser shall deliver or cause to be delivered to Seller copies of the following documents:

- (i) Any existing title insurance policies in the possession of Purchaser or Purchaser's attorney insuring title to the Town Real Property.
- (ii) Copies of any documents evidencing utility allocations or capacity or other contracts benefiting the Town Real Property.
- (iii) Any and all documents relating to any rights or obligations which run to or from the Town Real Property.
- (iv) Copies of all engineering studies, wetland delineations, environmental studies, surveys and the like of the Town Real Property which are in Purchaser's possession. Such studies may be given with appropriate disclaimers.
- (v) Copies of any reports, studies or documentation of any type pertaining to any ongoing or previous environmental cleanup affecting the Town Real Property.

(b) *Return of Documents:* If this Agreement is terminated for any reason other than Default of Purchaser, Seller shall, within five (5) days following such termination, deliver to Purchaser all documents and materials relating to the Property previously delivered to Seller by Purchaser. The return of such documents shall not affect the right of either party to seek legal or equitable remedies as provided elsewhere in this Agreement.

5. *Escrow Deposit:* Upon execution of this Agreement, no escrow deposit or similar payment shall be made by Purchaser or Seller with Escrow Agent hereinafter described.

6. *Purchaser's Title:* Seller shall provide Purchaser with good and marketable title to the

Developer Property by Deed of General Warranty, free and clear of any and all monetary liens and encumbrances.

(a) *Title Evidence:* Within thirty (30) days after the Effective Date as defined herein, Purchaser may obtain a current ALTA Owner's Title Insurance Commitment (the "Commitment") underwritten on, and issued by, a Title Insurance Company of the Purchaser's choosing (hereinafter, the "Title Company"), by which Commitment the Title Company shall agree to insure fee simple marketable title to the Developer Real Property in the name of the Purchaser in an amount equal to the then-current market value of the Developer Real Property. Seller and Purchaser understand and agree that as of the date of the Title Commitment and the Closing Date, fee simple marketable title to the Developer Property shall be vested in the Seller, and the Commitment shall show and evidence:

- (i) That fee simple, marketable title to the Developer Real Property is vested in the Seller;
- (ii) That title to the Developer Real Property is in the condition required by this Article 6. The cost of, or premium associated with, the Commitment, and any Final Policy of Title Insurance issued thereon, shall be the responsibility of and shall be paid for by the Purchaser.

(b) *Objections to Title:* If Purchaser's title examination or the Commitment shall reveal that Seller's title to the Developer Real Property is subject to any easements, covenants, clouds on or to the title, encroachments, boundary discrepancies, liens, encumbrances, or any other matter affecting title, or Purchaser's proposed use of the Developer Real Property, then Purchaser shall notify Seller, in writing, of such title defects and Purchaser's objection to the same within five (5) days after the delivery of the Commitment. Upon such notification, the same shall be treated as defect(s) in title ("Title Defects"). Unless Purchaser delivers said written objections within the said five (5) day

period following the delivery of the Commitment, it shall be conclusively deemed that Purchaser has accepted title to the Developer Real Property in its then-existing condition.

(c) *Seller's Right to Cure:* Seller shall have thirty (30) days from receipt of Purchaser's written notice of any Title Defects to Cure (hereinafter defined), or to cause to be Cured, the Title Defects. Seller agrees to use its best efforts and due diligence in Curing, or in causing to be Cured, the Title Defects. If said thirty (30) day period given Seller to Cure the Title Defects shall extend beyond the Closing Date, and Seller does not Cure, or cause to be Cured, the Title Defects before the Closing Date, then closing shall be held within ten (10) days after Seller delivers written notice to Purchaser that the Title Defects have been Cured. "Cured" as used herein means that a title insurance company authorized to do business in South Carolina and a member of the American Land Title Association will issue a Title Insurance Policy insuring title to the Developer Real Property at standard rates and with only the standard exceptions.

(d) *Seller's Failure to Cure:* If Seller cannot Cure, or cause to be Cured, the Title Defects within the said thirty (30) day period, or within such longer period to which the Seller and Purchaser may agree in writing, then the Purchaser shall have the option of:

- (i) Closing this transaction in accordance with the terms and conditions hereof, and accepting title to the Developer Real Property in its then-existing condition by deed, taking exception to such unCured Title Defects, with such additional terms and conditions as are agreed to by the Parties; or,
- (ii) Terminating this Agreement, whereupon Purchaser and Seller shall thereafter be released from any and all further obligations or liabilities to one another arising under or out of this Agreement.

(e) *Subsequent Matters:* The Seller acknowledges that a period of days will elapse between the delivery of the Commitment as required herein and Closing. Acceptance of the

Commitment by the Purchaser shall not be deemed a waiver of any Title Defect arising between the date of delivery of the Commitment and the date of Closing.

- (i) The Purchaser shall notify the Seller of any Title Defects arising subsequent to delivery of the Title Commitment prior to closing.
- (ii) Upon notification to Seller by Purchaser of any Title Defects arising subsequent to delivery of the Title Commitment, the “Cure” provisions of this Article 6 shall become effective.

7. *Seller’s Title:* Subject to Article 7(f) below, Purchaser shall provide Seller with good and marketable title to the Town Property by Deed of General Warranty, free and clear of any and all monetary liens and encumbrances.

(a) *Title Evidence:* Within thirty (30) days after the Effective Date as defined herein, Seller may obtain a current ALTA Owner’s Title Insurance Commitment (the “Commitment”) underwritten on, and issued by, a Title Insurance Company of the Seller’s choosing (hereinafter, the “Title Company”), by which Commitment the Title Company shall agree to insure fee simple marketable title to the Town Real Property in the name of the Seller in an amount equal to the then-current market value of the Town Real Property. Purchaser and Seller understand and agree that as of the date of the Title Commitment and the Closing Date, fee simple marketable title to the Town Property shall be vested in the Purchaser, and the Commitment shall show and evidence:

- (i) That fee simple, marketable title to the Town Real Property is vested in the Purchaser;
- (ii) That title to the Town Real Property is in the condition required by this Article 7. The cost of, or premium associated with, the Commitment, and any Final Policy of Title Insurance issued thereon, shall be the responsibility of and shall be paid for by the Seller.

(b) *Objections to Title:* If Seller’s title examination or the Commitment shall reveal

that Purchaser's title to the Town Real Property is subject to any easements, covenants, clouds on or to the title, encroachments, boundary discrepancies, liens, encumbrances, or any other matter affecting title, or Seller's proposed use of the Town Real Property, then Seller shall notify Purchaser, in writing, of such title defects and Seller's objection to the same within five (5) days after the delivery of the Commitment. Upon such notification, the same shall be treated as defect(s) in title ("Title Defects"). Unless Seller delivers said written objections within the said five (5) day period following the delivery of the Commitment, it shall be conclusively deemed that Seller has accepted title to the Town Real Property in its then-existing condition.

(c) *Purchaser's Right to Cure:* Purchaser shall have thirty (30) days from receipt of Seller's written notice of any Title Defects to Cure (hereinafter defined), or to cause to be Cured, the Title Defects. Purchaser agrees to use its best efforts and due diligence in Curing, or in causing to be Cured, the Title Defects. If said thirty (30) day period given Purchaser to Cure the Title Defects shall extend beyond the Closing Date, and Purchaser does not Cure, or cause to be Cured, the Title Defects before the Closing Date, then closing shall be held within ten (10) days after Purchaser delivers written notice to Seller that the Title Defects have been Cured. "Cured" as used herein means that a title insurance company authorized to do business in South Carolina and a member of the American Land Title Association will issue a Title Insurance Policy insuring title to the Town Real Property at standard rates and with only the standard exceptions.

(d) *Purchaser's Failure to Cure:* If Purchaser cannot Cure, or cause to be Cured, the Title Defects within the said thirty (30) day period, or within such longer period to which the Seller and Purchaser may agree in writing, then the Seller shall have the option of:

- (i) Closing this transaction in accordance with the terms and conditions hereof, and accepting title to the Town Real Property in its then-existing condition by deed, taking exception to such unCured Title Defects, with such additional terms and conditions as are agreed to by the Parties; or,
- (ii) Terminating this Agreement, whereupon Purchaser and Seller shall thereafter be released from any and all further obligations or liabilities to one another arising under or out of this Agreement.

(e) *Subsequent Matters:* The Purchaser acknowledges that a period of days will elapse between the delivery of the Commitment as required herein and Closing. Acceptance of the Commitment by the Seller shall not be deemed a waiver of any Title Defect arising between the date of delivery of the Commitment and the date of Closing.

- (i) The Seller shall notify the Purchaser of any Title Defects arising subsequent to delivery of the Title Commitment prior to closing.
- (ii) Upon notification to Purchaser by Seller of any Title Defects arising subsequent to delivery of the Title Commitment, the “Cure” provisions of this Article 7 shall become effective.

(f) Prior to the Town’s conveyance of the Town Property to Developer, the Town shall place restrictions on the Town Property prohibiting: (a) converting apartments to condominiums; (b) rentals of apartments for less than twelve (12) months per lease; and (c) sub-letting of apartments by tenants. Said restrictions shall be in substantial conformance with the attached Exhibit “D-3”.

8. *Closing:* This transaction shall be “Closed” at 10 o’clock A.M. on the Closing Date (hereinafter defined) at the Office of Purchaser’s Attorney, or at such other place as Purchaser and Seller shall mutually agree in writing. At Closing, title to the Developer Property shall be conveyed from Seller to Purchaser by delivery of the Deed and other documents required herein from Seller to Purchaser. Also at Closing, title to the Town Property shall be conveyed from Purchaser to Seller by delivery of the Deed and other documents required herein from Purchaser to Seller. Subject to

fulfillment of all of the Seller's and Purchaser's obligations and any conditions hereunder, the Closing, unless otherwise modified or extended by mutual agreement of the Seller and Purchaser in writing, shall occur on or before sixty (60) days following the later of: (a) the Effective Date of this Agreement, or (b) completion of a survey(s) showing the exact dimensions of the Developer Property and the Town Property as further described in Section 12 of the Addendum to which this Agreement is attached (the "Closing Date").

8.01. *Seller's Obligations at Closing:* At Closing, the Seller shall deliver to Purchaser, at Seller's expense, the following Closing Documents:

- (a) A Good and sufficient General Warranty Deed (the "Deed") so as to convey to Purchaser Fee Simple, Marketable Title to the Developer Real Property, as provided herein above. The Deed shall be in recordable form, with documentary stamps (if any) affixed, executed by the Seller and duly acknowledged before a Notary Public.
- (b) A "Certification by Entity Transferor," certifying that the Seller is not a "foreign person" as that term is used and defined in Section 1445 (f)(3) of the Internal Revenue Code of 1986, as amended.
- (c) A mechanic's lien affidavit, duly executed by Seller and acknowledged before a notary public, attesting to the absence, unless otherwise provided for in this Agreement, or unless created by acts of the Purchaser, of any claims of lien or potential lienors and further attesting that there have been no improvements to the Developer Real Property for ninety (90) days immediately preceding the Closing Date for which the cost thereof remains unpaid.
- (d) Seller's/Owner's Affidavit and Indemnity (GAP Affidavit).
- (e) A South Carolina residency affidavit certifying the address, Residence and Federal Identification Number of Seller to establish the withholding requirements of S. C. Code Ann. § 12-8-580 and SC Revenue Advisory Bulletin #02-6.
- (f) Full and complete releases, in recordable form, of any mortgages, liens, claims or other encumbrances to the title of the Developer Real Property, except as may be otherwise provided in this Agreement.
- (g) An Absolute Assignment by Seller to Purchaser of any and all of Seller's rights, privileges, permits, easements, licenses and approvals, if any, which may exist regarding or incidental to the Developer Property in any way, or the present or future development of the Developer Property, including but not limited to those set forth herein above.

(h) Such other documents as Purchaser, Purchaser's Attorney or Purchaser's Title Insurance Company may reasonably require or deem as necessary to convey the Developer Property to the Purchaser in accordance with the terms and provisions of this Agreement.

8.02. *Purchaser's Obligations at Closing:* At Closing, the Purchaser shall deliver to Seller, at Purchaser's expense, the following Closing Documents:

(a) A Good and sufficient General Warranty Deed (the "Deed") so as to convey to Purchaser Fee Simple, Marketable Title to the Town Real Property, as provided herein above. The Deed shall be in recordable form, with documentary stamps (if any) affixed, executed by the Purchaser and duly acknowledged before a Notary Public.

(b) A "Certification by Entity Transferor," certifying that the Purchaser is not a "foreign person" as that term is used and defined in Section 1445 (f)(3) of the Internal Revenue Code of 1986, as amended.

(c) A mechanic's lien affidavit, duly executed by Seller and acknowledged before a notary public, attesting to the absence, unless otherwise provided for in this Agreement, or unless created by acts of the Seller, of any claims of lien or potential lienors and further attesting that there have been no improvements to the Town Real Property for ninety (90) days immediately preceding the Closing Date for which the cost thereof remains unpaid.

(d) Owner's Affidavit and Indemnity (GAP Affidavit).

(e) A South Carolina residency affidavit certifying the address, Residence and Federal Identification Number of Purchaser to establish the withholding requirements of S. C. Code Ann. § 12-8-580 and SC Revenue Advisory Bulletin #02-6.

(f) Full and complete releases, in recordable form, of any mortgages, liens, claims or other encumbrances to the title of the Town Real Property, except as may be otherwise provided in this Agreement.

(g) Such other documents as Seller, Seller's Attorney or Seller's Title Insurance Company may reasonably require or deem as necessary to convey the Town Property to the Seller in accordance with the terms and provisions of this Agreement.

9. *Default by Purchaser:* Except as may be otherwise expressly provided or limited herein with respect to any specific act or omission, if the Purchaser shall default in any of its obligations, covenants, or agreements contained within this Agreement or any of the Exhibits hereto, and shall remain in default after ten (10) day's written notice specifying the default and demanding that the

default be cured, then the Seller shall be entitled to either (a) terminate this Agreement by written notice to Purchaser, or (b) pursue any remedy at law or in equity against the Purchaser. The provisions of this Article 9 shall be binding upon the successors and assigns of the Purchaser, and shall survive the Closing of the transaction contemplated herein.

10. *Default by Seller:* Except as may be otherwise expressly provided or limited herein with respect to any specific act or omission, if the Seller shall default in any other obligations, covenants, or agreements contained within this Agreement or any of the Exhibits hereto, and shall remain in default after ten (10) day's written notice specifying the default and demanding that the default be cured, then the Purchaser shall be entitled to either (a) terminate this Agreement by written notice to Purchaser, or (b) in the alternative, pursue any remedy at law or in equity against the Seller. The provisions of this Article 10 shall be binding upon the successors and assigns of the Seller, and shall survive the Closing of the transaction contemplated herein.

11. *Conditions to Purchaser's Obligation to Close:* The obligation of the Purchaser to purchase the Developer Property from the Seller in exchange for the Town Property is subject to satisfaction, as of the Closing Date, of the following conditions (any of which may be waived, in writing, in whole or in part by Purchaser at or prior to Closing):

(a) All of the representations and warranties of the Seller set forth herein shall be true on and as of the Closing in all respects, as though such representations and warranties were made at and as of the Closing; and all covenants, agreements and documents required of the Seller in this Agreement shall have been performed, complied with or delivered (as the case may be) in accordance with this Agreement.

(b) The Developer Property shall not be in material violation of any governmental laws, ordinances, rules or regulations, and there shall be no action, suit or proceeding pending or filed against or affecting the Developer Property or any portion thereof, or relating to or affecting or arising out of the ownership or development of the Developer Property or any portion thereof, in any state or federal court or by any federal, state, county or municipal department, commission, board bureau, or agency or other governmental instrumentality.

(c) Approval of the terms of this Agreement, and the Addendum to which this Agreement is attached, by the Town Council for The Town of Hilton Head Island, South Carolina.

(d) In the event any of the above stated conditions is not satisfied or waived in writing by Purchaser prior to Closing, this Agreement shall terminate on the Option of the Purchaser and neither Party shall have any further obligation or rights with respect to the other.

12. *Conditions to Seller's Obligation to Close:* The obligation of the Seller to sell the Developer Property to the Purchaser in exchange for the Town Property is subject to satisfaction, as of the Closing Date, of the following conditions (any of which may be waived, in writing, in whole or in part by Seller at or prior to Closing):

(a) All of the representations and warranties of the Purchaser set forth herein shall be true on and as of the Closing in all respects, as though such representations and warranties were made at and as of the Closing; and all covenants, agreements and documents required of the Seller in this Agreement shall have been performed, complied with or delivered (as the case may be) in accordance with this Agreement.

(b) The Town Property shall not be in material violation of any governmental laws, ordinances, rules or regulations, and there shall be no action, suit or proceeding pending or filed against or affecting the Town Property or any portion thereof, or relating to or affecting or arising out of the ownership or development of the Town Property or any portion thereof, in any state or federal court or by any federal, state, county or municipal department, commission, board bureau, or agency or other governmental instrumentality.

(c) In the event any of the above stated conditions is not satisfied or waived in writing by Purchaser prior to Closing, this Agreement shall terminate on the Option of the Seller and neither Party shall have any further obligation or rights with respect to the other.

13. *Representations and Warranties of Seller:* To induce Purchaser to enter into this Agreement and to purchase the Developer Property in exchange for the Town Property, Seller represents and warrants (which representations and warranties shall survive the Closing) to Purchaser as follows:

(a) As of the date of this Agreement and as of the date of Closing, Seller will have all requisite legal power and authority to execute and deliver the Deed and other documents to be delivered pursuant to this Agreement. The individual(s) executing this Agreement on behalf of Seller has and as of the date of Closing, will have, express authority and full power

on behalf of Seller to enter into and deliver this Agreement and the Deed and other documentation required hereunder.

(b) Other than work or material contracted for by Purchaser, as of the Closing, no work will have been performed or will be in process at the Developer Property, and no materials will have been delivered to the Developer Property that might provide the basis for the filing of a Mechanic's, Materialman's or other lien against the Developer Property or any portion thereof. The requirements set forth in this Article 13 shall be deemed satisfied by Seller's delivery at Closing of an executed copy of the Seller's/Owner's Affidavit and Indemnity (GAP Affidavit).

(c) Other than is expressly provided for herein, Seller shall not grant any easements, or enter into any covenants or agreements concerning the Developer Property or title to the Developer Real Property, or in any other way affect the Developer Property or title to the Developer Real Property without the written consent of Purchaser.

(d) To the best of Seller's knowledge, there is no litigation now pending or threatened against the Seller which would materially affect the execution, delivery or enforceability of this Agreement, or the Seller's performance or other obligations hereunder.

14. *Representations and Warranties of Purchaser:* To induce Seller to enter into this Agreement and to sell the Developer Property in exchange for the Town Property, Purchaser represents and warrants (which representations and warranties shall survive the Closing) to Seller as follows:

(a) As of the date of this Agreement and as of the date of Closing, Purchaser will have all requisite legal power and authority to execute and deliver the Deed and other documents to be delivered pursuant to this Agreement. The individual(s) executing this Agreement on behalf of Purchaser has and as of the date of Closing, will have, express authority and full power on behalf of Purchaser to enter into and deliver this Agreement and the Deed and other documentation required hereunder.

(b) Other than work or material contracted for by Seller, as of the Closing, no work will have been performed or will be in process at the Town Property, and no materials will have been delivered to the Town Property that might provide the basis for the filing of a Mechanic's, Materialman's or other lien against the Town Property or any portion thereof.

(c) Other than is expressly provided for herein, Purchaser shall not grant any easements, or enter into any covenants or agreements concerning the Town Property or title to the Town Real Property, or in any other way affect the Town Property or title to the Town Real Property without the written consent of Seller.

(d) To the best of Purchaser's knowledge, there is no litigation now pending or threatened against the Purchaser which would materially affect the execution, delivery or enforceability of this Agreement, or the Purchaser's performance or other obligations hereunder.

15. *Brokers:* Seller and Purchaser warrant and represent that no broker, finder, or other person is entitled to a commission, finder's fee or other compensation in connection with this Agreement, and Seller shall indemnify and hold harmless the Purchaser from any and all claims, liabilities, losses, damages, costs and expenses arising from the claim of any broker, finder or other person for such compensation, arising by, under or through Seller. The obligations under this Article 15 shall survive the Closing.

16. *Effective Date:* The "Effective Date" of this Agreement shall be the date upon which the officials of The Town of Hilton Head Island, South Carolina, execute and deliver this Agreement to Seller.

17. *Possession:* Possession of the Developer Property shall be delivered to the Purchaser at Closing; provided, however, that Purchaser provides an executed Deed to Seller of the Town Property in accordance with the terms of this Agreement at Closing. Possession of the Town Property shall be delivered to the Seller at Closing; provided, however, that Seller provides an executed Deed to Purchaser of the Developer Property in accordance with the terms of this Agreement at Closing.

18. *Prorations:* Payment of the following is to be pro-rated between the Seller and the Purchaser as of the Closing Date:

a. Real Property Taxes and Assessments, if any, shall be made on the basis of the current year's tax with due exemptions, if allowed for the said year, with Seller being responsible for such taxes with respect to the Developer Property and Purchaser being responsible for such taxes with respect to the Town Property. If Closing occurs on a date when the current year's taxes are not fixed, taxes will be apportioned based upon the prior year's taxes plus ten (10%) per cent. Any tax apportionment based upon an estimate shall be

recalculated when the property taxes are finally fixed, and the Seller or Purchaser, as the case may be, shall make payment to the other based upon such recalculation. The provisions of this Article 19(a) shall survive the Closing and delivery of the Deed.

19. *Seller's Closing Costs:* Seller shall be responsible to pay for the Cost of:
  - (a) Any documentary stamp expense or taxes which may be payable to the State of South Carolina and/or the County of Beaufort, and any other fees or charges payable by reason of the execution, delivery and recording of the Developer Property deed;
  - (b) Recording of the Town Property Deed and any Town of Hilton Head Island, South Carolina Transfer Fee in connection therewith;
  - (c) As to the Town Property, the cost of any title insurance premium chargeable for the Commitment and any policy of Title Insurance issued therefrom; and,
  - (d) With regard to the Town Property, any other purchaser Closing Costs which are customary in Beaufort County, South Carolina; and,
  - (e) With regard to the Developer Property, any other seller Closing Costs which are customary in Beaufort County, South Carolina.
  
20. *Purchaser's Closing Costs:* Purchaser shall be responsible to pay the cost of:
  - (a) Any documentary stamp expense or taxes which may be payable to the State of South Carolina and/or the County of Beaufort, and any other fees or charges payable by reason of the execution, delivery and recording of the Town Property deed;
  - (b) Recording of the Developer Property Deed and any Town of Hilton Head Island, South Carolina Transfer Fee in connection therewith;
  - (c) As to the Developer Property, the Cost of any title insurance premium chargeable for the Commitment and any policy of Title Insurance issued therefrom;
  - (d) With regard to the Developer Property, any other purchaser Closing Costs which are customary in Beaufort County, South Carolina; and,
  - (e) With regard to the Town Property, any other seller Closing Costs which are customary in Beaufort County, South Carolina.
  
21. *Attorney's Fees and Costs:* If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties

shall be entitled to recover its reasonable attorney's fees and any costs incurred as a result of any such dispute, whether incurred before the institution of suit or after the commencement of suit, including appellate proceedings, in addition to any other relief to which the prevailing party is entitled.

22. OMITTED.

23. *Damage or Risk of Loss for Developer Property:* The risk of loss or complete or partial destruction of the Developer Property shall rest with the Seller up to the time that the Closing occurs.

If the Developer Property is damaged, but repairable prior to Closing, Seller has the option of repairing and proceeding. If the Developer Property is damaged, but un-repairable prior to Closing, this Agreement shall be terminated and neither party shall have any further rights or obligations with respect to the other.

24. *Damage or Risk of Loss for Town Property:* The risk of loss or complete or partial destruction of the Town Property shall rest with the Purchaser up to the time that the Closing occurs.

If the Town Property is damaged, but repairable prior to Closing, Purchaser has the option of repairing and proceeding. If the Town Property is damaged, but un-repairable prior to Closing, this Agreement shall be terminated and neither party shall have any further rights or obligations with respect to the other.

25. *Condemnation of Developer Property:* If, between the date of this Agreement and the Closing, a taking or condemnation of the Developer Property is threatened, or commenced, Purchaser may elect, in writing, within five (5) days after receipt of notice from Seller of such taking or condemnation, accompanied by information regarding the amount and payment of the condemnation proceeds, to terminate this Agreement or to purchase the Developer Property without regard to such condemnation. If Purchaser fails to notify Seller of Purchaser's election, Purchaser

will be deemed to have elected to proceed with the purchase of the Developer Property without regard to such taking or condemnation. If Purchaser elects to terminate this Agreement, Purchaser shall notify Seller of such election in writing; this Agreement shall be of no further force and effect; and Seller shall be entitled to receive any condemnation awards payable as a result of such taking or condemnation. If Purchaser elects to purchase the Developer Property despite such taking or condemnation, Seller shall assign its rights to and Purchaser shall be entitled to receive any condemnation awards payable as a result of such taking or condemnation.

26. *Condemnation of Town Property:* If, between the date of this Agreement and the Closing, a taking or condemnation of the Town Property is threatened, or commenced, Seller may elect, in writing, within five (5) days after receipt of notice from Purchaser of such taking or condemnation, accompanied by information regarding the amount and payment of the condemnation proceeds, to terminate this Agreement or to purchase the Town Property without regard to such condemnation. If Seller fails to notify Purchaser of Seller's election, Seller will be deemed to have elected to proceed with the purchase of the Town Property without regard to such taking or condemnation. If Seller elects to terminate this Agreement, Seller shall notify Purchaser of such election in writing; this Agreement shall be of no further force and effect; and Purchaser shall be entitled to receive any condemnation awards payable as a result of such taking or condemnation. If Seller elects to purchase the Town Property despite such taking or condemnation, Purchaser shall assign its rights to and Seller shall be entitled to receive any condemnation awards payable as a result of such taking or condemnation.

27. *Escrow Agent:* The "Escrow Agent" shall be Gregory M. Alford, Esq., Alford & Thoreson, LLC, 18 Executive Park Road, Building 1, Hilton Head Island, South Carolina 29928. If any dispute should arise as to whether Escrow Agent is obligated to deliver any documents which it holds,

Escrow Agent shall not be required to make delivery thereof, but, in such event shall hold the same until receipt, by Escrow Agent, of written authorization from Seller and Purchaser directing the disposition of the same. In the absence of such written authorization, Escrow Agent may hold any documents in connection with this transaction in its possession until a final determination of the rights of the Parties by a Court of competent jurisdiction. If such written authorization is not given or proceedings for such determination are not begun and diligently continued, Escrow Agent may institute an appropriate proceeding for leave to place the Escrow Deposit, or any other funds or documents in connection with this transaction in its possession with the Clerk of Court for Beaufort County, South Carolina, pending such determination. Escrow Agent shall not be charged with notice of any fact or circumstance unless and until written notice of the same is received by Escrow Agent. Upon making the delivery of the funds or documents which Escrow Agent may hold in accordance with the provisions of this Article 27, Escrow Agent shall have no further obligation or liability to Purchaser and Seller, and Purchaser and Seller agree to indemnify and hold Escrow Agent harmless from any such liability. The Escrow Agent shall serve as Closing Agent for all Parties at settlement. Deposit with the Escrow Agent of the instruments of conveyance and such other documents as are required of either Party under the terms of this Agreement, and/or the Title Company, and/or the Escrow Agent shall be deemed to be a good and sufficient tender of performance in accordance with the terms hereof.

28. *Conduct Prior to Closing:* From and after the date hereof, Seller shall not, without the prior written approval of the Purchaser, make any alterations or additions to the Developer Property except as required for maintenance or by law, sell, transfer, encumber, lease or rent all or any part of the Developer Property or change the status of title to the Developer Property; or cancel, assign or amend any license or permit or other right held by the Seller with respect to the Developer Property or any part thereof prior to Closing. From and after the date hereof, Purchaser shall not, without the prior written approval of the Seller, make any alterations or additions to the Town Property except as required for maintenance or by law, sell, transfer, encumber, lease or rent all or any part of the Town Property or change the status of title to the Town Property; or cancel, assign or amend any license or permit or other right held by the Purchaser with respect to the Town Property or any part thereof prior to Closing.

29. *Miscellaneous:*

29.01. *Assignability:* This Agreement may not be assigned by either the Purchaser or the Seller without the express written consent of both parties.

29.02 *Binding Effect:* This Agreement shall inure to the benefit of and shall be binding upon the Seller and Purchaser and their respective successors and assigns.

29.03. *Amendment, Changes and Modifications:* Except as otherwise provided herein, this Agreement may not be effectively amended, changed, modified or altered without the written consent of both parties hereto.

29.04. *Severability:* In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

29.05. *Execution in Counterparts:* This Agreement may be simultaneously executed in several

counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

29.06. *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

29.07. *Captions:* The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

29.08. OMITTED.

29.09. *Plural/Singular:* Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

29.10. *No Third Party Beneficiaries:* The Parties hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

29.11. *Notices:* All notices, applications, requests, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered in person, or mailed by regular first class mail, postage prepaid (in such case, delivery shall be deemed complete upon mailing), addressed as follows, or to such other place as may be designated in writing by the parties:

To Purchaser: THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA  
Stephen G. Riley, ICMA-CM, Town Manager  
One Town Center Court  
Hilton Head Island, SC 29928

With Copy to: Gregory M. Alford, Esq.  
Alford & Thoreson, LLC  
Post Office Drawer 8008  
Hilton Head Island, SC 29938-8008

To Seller: Mark Senn  
President, Blanchard & Calhoun Commercial Corporation  
2743 Perimeter Parkway  
Building 200, Suite 370  
Augusta, Georgia 30909

With a copy to: William W. Jones, Jr., Esquire  
Jones, Simpson & Newton  
P.O. Box 1938  
Bluffton, South Carolina 29910

29.12 *Further Assurances and Corrective Documents:* The Seller and Purchaser agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Agreement and give effect hereto. The Seller and Purchaser agree that each shall, upon request, execute and deliver such other or corrective documents, or any such document as may be reasonably requested by any governmental or regulatory agencies, including but not limited to any such documents relating to any pending or previous environmental cleanup affecting the Real Property, as may be reasonably determined to be necessary, either before or after the Closing. The obligations of the Article shall survive the Closing.

29.13. *Conflict(s) with Addendum:* This Agreement is attached as Exhibit “D” to that certain “Addendum #1 to that certain Amended and Restated Development Agreement dated November 19, 2014”. In the event of any conflict(s) between this Agreement and the Addendum, the provisions of the Addendum shall control.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Seller and the Purchaser, have, or have caused their duly authorized officers and representatives to execute this Agreement as of the date and year first above written.

**WITNESSES:**

**THE TOWN OF HILTON HEAD ISLAND,  
SOUTH CAROLINA**

\_\_\_\_\_ **By:** \_\_\_\_\_  
**David Bennett, Mayor**

\_\_\_\_\_ **Attest:** \_\_\_\_\_  
**Stephen G. Riley, ICMA-CM  
Town Manager**

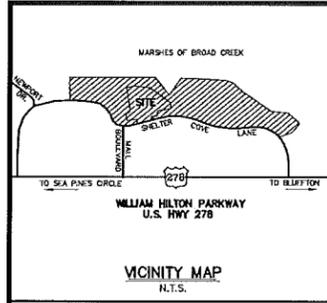
**Shelter Cove II, LLC,  
a South Carolina limited liability  
company**

By: MPR Consultants, Inc., a Georgia  
corporation, as its Manager

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

EXHIBIT D-1

REVISED MULTI-FAMILY PARCEL DEPICTION



CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	337.82'	378.17'	181.18'	326.79'	S 71°34'29" W	51°11'52"
C2	430.85'	1024.77'	218.65'	427.68'	S 58°02'06" W	24°05'20"
C3	157.91'	773.33'	79.23'	157.64'	S 64°13'13" W	11°41'59"
C4	177.66'	773.33'	89.22'	177.27'	S 48°05'01" W	13°09'46"
C5	50.90'	773.33'	25.01'	49.92'	S 38°40'24" W	3°42'18"
C6	289.82'	710.00'	136.56'	288.20'	S 45°48'18" W	21°46'28"
C7	73.90'	340.00'	37.09'	73.75'	S 50°27'56" W	12°27'10"
C8	100.93'	240.00'	51.22'	100.19'	N 55°24'45" W	24°05'43"
C9	31.44'	240.00'	15.74'	31.42'	N 71°12'46" W	7°30'19"
C10	33.90'	240.00'	16.98'	33.88'	N 79°00'45" W	8°05'39"
C11	244.48'	290.00'	130.03'	237.30'	S 72°47'21" W	48°18'09"
C12	37.94'	290.00'	19.00'	37.91'	S 44°53'25" W	7°29'44"
C13	107.47'	290.00'	54.36'	106.86'	S 30°31'33" W	21°14'00"
C14	105.31'	210.00'	53.79'	104.21'	S 34°16'31" W	28°43'56"
C15	110.86'	290.00'	56.01'	109.99'	S 37°42'36" W	21°51'45"
C16	158.93'	137.60'	89.68'	150.23'	N 75°29'03" W	68°13'34"

TOWN OF HILTON HEAD ISLAND LMO  
SECTION 16-5-1402 DISCLOSURE STATEMENT

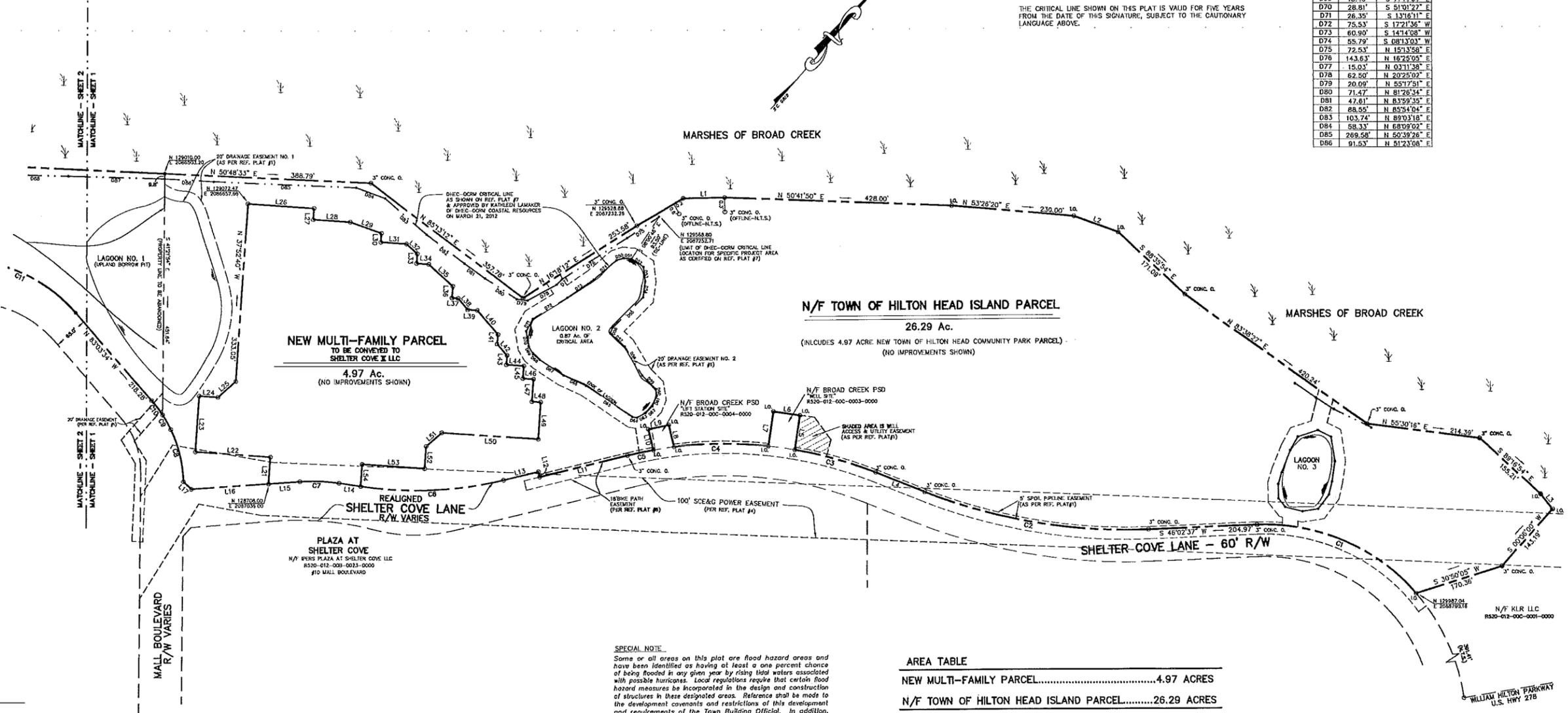
Some or all areas on this plot are flood hazard areas and have been identified as having at least a one percent chance of being flooded in any given year by rising tidal waters associated with possible hurricanes. Local regulations require that certain flood hazard protective measures be incorporated in the design and construction of structures in these designated areas. Reference shall be made to the development covenants and restrictions of this development and requirements of the Town Building Official. In addition, federal law requires mandatory purchase of flood insurance as a prerequisite to federally insured mortgage financing in these designated flood hazard areas.

SPECIAL NOTE:  
THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IN NO WAY WAIVES ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREIN OR NOT.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR FIVE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE.

LINE	LENGTH	BEARING
D50	14.10'	S 30°25'21" W
D51	15.23'	S 53°22'41" W
D52	27.41'	S 82°57'41" W
D53	27.71'	N 48°18'39" W
D54	29.73'	N 33°52'43" W
D55	80.76'	N 03°34'03" E
D56	11.12'	N 19°20'28" W
D57	36.89'	N 89°45'32" W
D58	63.18'	N 73°06'06" W
D59	36.20'	N 85°32'01" W
D60	12.67'	N 50°41'28" W
D61	21.23'	N 18°58'24" W
D62	17.98'	N 03°17'28" E
D63	18.34'	N 82°30'36" E
D64	9.51'	N 56°32'46" E
D65	104.50'	N 82°30'36" E
D66	46.81'	N 72°51'09" E
D67	54.21'	N 81°34'51" E
D68	16.39'	N 88°02'11" E
D69	16.40'	S 71°14'34" E
D70	28.81'	S 51°01'27" E
D71	26.35'	S 13°16'11" E
D72	75.53'	S 17°12'35" W
D73	60.90'	S 14°14'08" W
D74	55.79'	S 08°13'03" W
D75	72.53'	N 15°13'58" E
D76	143.63'	N 16°25'05" E
D77	15.03'	N 07°11'50" E
D78	62.50'	N 20°25'02" E
D79	20.09'	N 55°17'51" E
D80	71.47'	N 81°26'34" E
D81	47.61'	N 83°59'35" E
D82	88.55'	N 85°54'04" E
D83	103.74'	N 89°03'18" E
D84	58.33'	N 68°09'02" E
D85	269.58'	N 50°38'26" E
D86	91.53'	N 51°23'06" E

LINE	LENGTH	BEARING
L1	78.51'	N 47°05'25" E
L2	89.89'	N 68°09'15" E
L3	35.88'	S 80°10'07" E
L4	99.91'	S 70°05'34" W
L5	65.00'	N 33°09'30" W
L6	90.00'	S 33°09'30" W
L7	65.29'	S 33°09'30" W
L8	42.09'	N 55°11'21" W
L9	40.03'	S 37°04'13" W
L10	40.05'	S 55°11'21" E
L11	169.23'	S 34°40'06" W
L12	10.03'	N 54°48'06" W
L13	67.06'	S 34°55'05" W
L14	41.43'	S 56°41'31" W
L15	59.17'	S 44°42'21" W
L16	145.76'	S 44°42'21" W
L17	20.42'	N 88°40'03" W
L18	72.51'	S 74°33'13" W
L19	39.18'	N 42°28'14" W
L20	64.14'	N 50°45'16" E
L21	50.20'	N 37°52'40" E
L22	141.83'	S 52°07'20" W
L23	104.64'	N 37°52'40" E
L24	34.88'	N 82°07'20" E
L25	45.38'	N 07°07'20" E
L26	124.39'	N 52°07'20" E
L27	21.00'	S 37°52'40" E
L28	70.31'	N 52°07'20" E
L29	62.52'	N 67°58'18" E
L30	16.55'	S 37°52'40" E
L31	49.25'	N 52°07'20" E
L32	27.26'	S 89°12'00" E
L33	17.98'	S 37°52'40" E
L34	22.48'	N 52°07'20" E
L35	61.15'	S 89°12'00" E
L36	21.79'	S 37°52'40" E
L37	11.37'	N 52°07'20" E
L38	27.66'	S 81°33'37" E
L39	18.07'	N 52°07'20" E
L40	59.68'	S 82°19'56" E
L41	18.07'	S 36°47'12" E
L42	28.50'	S 83°06'16" E
L43	17.00'	S 37°52'40" E
L44	32.50'	N 52°07'20" E
L45	23.46'	S 37°52'40" E
L46	19.87'	N 52°07'20" E
L47	42.20'	S 37°52'40" E
L48	16.62'	N 52°07'20" E
L49	69.19'	S 37°52'40" E
L50	180.72'	S 52°07'20" W
L51	38.43'	S 07°07'20" W
L52	41.80'	S 37°52'40" E
L53	118.25'	S 52°07'20" E
L54	41.42'	S 37°52'40" E



AREA TABLE

NEW MULTI-FAMILY PARCEL.....	4.97 ACRES
N/F TOWN OF HILTON HEAD ISLAND PARCEL.....	26.29 ACRES
<b>TOTAL AREA.....</b>	<b>31.26 ACRES</b>

SPECIAL NOTE:  
Some or all areas on this plot are flood hazard areas and have been identified as having at least a one percent chance of being flooded in any given year by rising tidal waters associated with possible hurricanes. Local regulations require that certain flood hazard protective measures be incorporated in the design and construction of structures in these designated areas. Reference shall be made to the development covenants and restrictions of this development and requirements of the Town Building Official. In addition, federal law requires mandatory purchase of flood insurance as a prerequisite to federally insured mortgage financing in these designated flood hazard areas.

I, the undersigned, as the Owner of Record of parcel R520-012-000-0002-0000, agree to the recording of this plat.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

I, the undersigned, as the Owner of Record of parcel R520-012-000-0028-0000, agree to the recording of this plat.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**BOUNDARY RECONFIGURATION**

OF

**4.97 ACRE NEW MULTI-FAMILY PARCEL & 26.29 TOWN OF HILTON HEAD ISLAND PARCEL, TOTALING 31.26 ACRES**

A PORTION OF

**SHELTER COVE LANE**

**SHELTER COVE COMMUNITY PARK**

HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1" = 100' DATE: 6/01/2015 JOB NO: SC110040E-2(A)

LEGEND:  
I.O. IRON OLD, FOUND  
3" CONC. O. 3"x3" CONCRETE MONUMENT FOUND

SOURCE OF TITLE:  
\*DEED BOOK 1165 AT PAGE 118  
\*PLAT BOOK 69 AT PAGE 182  
\*DEED BOOK 3076 AT PAGE 2860  
\*PLAT BOOK 138 AT PAGES 1 & 2

- NOTES
- I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO OBVIOUS, APPARENT OR VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.
  - AS OF THE DATE OF THIS SURVEY THIS PROPERTY IS LOCATED IN ZONE B, A-7 & A-8. A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY H.U.D. PANEL 14-D, COMMUNITY NO. 450250, MAP DATED 9/29/85, BASE ELEVATION 14.0' & 15.0'. FLOOD HAZARD ZONE AND BASE ELEVATION WERE VERIFIED BY RICHARD SPRUCE, PLANS REVIEW ADMINISTRATOR, TOWN OF HILTON HEAD ISLAND ON 4/16/2012.
  - BUILDING SETBACKS WHICH EXIST FOR THIS PROPERTY, SHOWN OR NOT SHOWN ON THIS SURVEY, ARE EXPLAINED IN THE COVENANTS, EASEMENTS & SETBACKS SHOWN SHOULD BE VERIFIED THRU THE APPROPRIATE ARCHITECTURAL REVIEW BOARD OR BUILDING AGENCY.
  - \*ALL BUFFERS AND SETBACKS AREA SUBJECT TO THE TERMS IN THE APPROVED DEVELOPMENT AGREEMENT DATED OCTOBER 16, 2012 PER THE TOWN OF HILTON HEAD ISLAND PLANNING DEPARTMENT.
  - BEARINGS SHOWN ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATES ESTABLISHED FROM GPS OBSERVATION. SEE REFERENCE PLAT #1 FROM RECORD BEARINGS.
  - THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAY BE OTHER EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, RESTRICTIONS, OR OTHER SIMILAR MATTERS OF PUBLIC RECORD, NOT DEPICTED ON THIS SURVEY.
  - PROPERTY CORNERS TO BE SET WITH 1/2" IRON REBAR WITH CAP OR WITH NAILS WHEN FALLING IN PAVEMENT.

- REFERENCE PLATS:
- PLAT OF PARCELS B, 35 AND 36, SHELTER COVE, PHASE 2, PALMETTO DUNES RESORT, DATED: 11/24/1998, LAST REVISED: 3/22/1999, BY: JAMES W. SMS, S.C.R.L.S. NO. 13169, RECORDED: PLB, PG. 182.
  - BOUNDARY RECONFIGURATION OF SHELTER COVE MALL AREA, A SECTION OF SHELTER COVE, HILTON HEAD ISLAND, DATED: 8/24/2013, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, RECORDED: PB 138, PG. 1, 12/20/2013, SURVEYING CONSULTANTS
  - SUBDIVISION PLAT OF SHELTER COVE MALL AREA, A SECTION OF SHELTER COVE, HILTON HEAD ISLAND, DATED: 12/11/2013, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, RECORDED: PB 138, PG. 2, 12/20/2013, SURVEYING CONSULTANTS
  - EASEMENT PLAT FOR THE RELOCATION OF HILTON HEAD GAS TURBINE-MARKET PLACE TISKY TRANSMISSION LINE ON THE LANDS OF SHELTER COVE HARBOUR COMPANY AND SHELTER COVE TOWNE CENTER, LLC, HILTON HEAD ISLAND, SC DATED: 7/09/2013, BY: MARK R. RENEW, S.C.R.L.S. NO. 25347, RECORDED: PB 137 PG 191, 12/13/2013.
  - ASBLT, TREE & TOPOGRAPHIC SURVEY OF A PORTION OF TOWN OF HILTON HEAD ISLAND SHELTER COVE COMMUNITY PARK, A SECTION OF SHELTER COVE, DATED: 5/22/2014, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, SURVEYING CONSULTANTS
  - SURVEY OF BIKE PATH EASEMENT, ALONG MEMORIAL PATHWAY COMMUNITY PARK, A PORTION OF SHELTER COVE, DATED: 04/12/2006, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, SURVEYING CONSULTANTS
  - ASBLT, TREE & TOPOGRAPHIC SURVEY OF SHELTER COVE MALL, A PORTION OF SHELTER COVE COMMUNITY PARK, A SECTION OF SHELTER COVE, DATED: 8/3/2011; LAST REVISED: 4/16/2012, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, SURVEYING CONSULTANTS
  - ASBLT, TREE & TOPOGRAPHIC SURVEY OF PARCEL "B", 35 & 36, SHELTER COVE LANE, A SECTION OF SHELTER COVE, PHASE 2, PALMETTO DUNES RESORT, DATED: 10/06/2003; LAST REVISED: 05/08/2005, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, SURVEYING CONSULTANTS

PREPARED FOR: **SHELTER COVE II LLC & THE TOWN OF HILTON HEAD ISLAND**

ADDRESS: #19, #43, #45, #47, #49, #51, #59 & #69 SHELTER COVE LANE  
PORTION OF R520-012-000-0081-0000 & TAX PARCEL I.D. NO. R520-012-000-0002-0000

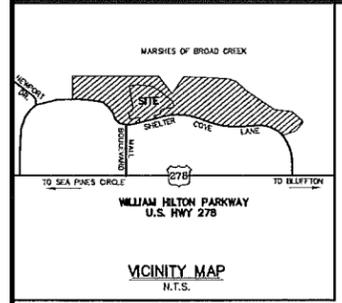


SHEET 1 OF 2  
THIS SURVEY CONSISTS OF 2 SHEETS

GRAPHIC SCALE  
0 100 200 300

**SG SURVEYING CONSULTANTS**

17 Sherrington Drive, Suite C, Beaufort, SC 29910  
SC Telephone: (843) 816-3304 FAX: (843) 816-3305  
CA Telephone: (912) 826-2775



CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	337.92'	378.17'	181.16'	326.79'	S 71°34'29" W	51°11'52"
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C3	157.91'	773.33'	79.23'	157.64'	S 84°13'13" W	11°11'59"
C4	177.66'	773.33'	89.22'	177.27'	S 48°05'01" W	13°09'46"
C5	50.00'	773.33'	25.01'	49.99'	S 36°40'24" W	3°42'16"
C6	269.82'	710.00'	136.56'	268.20'	N 45°48'16" E	21°46'26"
C7	73.90'	340.00'	37.09'	73.75'	S 50°27'56" W	12°27'10"
C8	100.83'	240.00'	51.24'	100.19'	N 55°24'45" W	24°05'43"
C9	31.44'	240.00'	15.74'	31.42'	N 71°12'46" W	7°39'19"
C10	33.90'	240.00'	16.95'	33.88'	N 79°00'45" W	8°05'39"
C11	244.48'	290.00'	130.03'	237.30'	S 72°47'21" W	48°18'09"
C12	37.94'	290.00'	19.00'	37.91'	S 44°32'25" W	7°29'44"
C13	107.47'	290.00'	54.36'	106.86'	S 30°31'33" W	21°14'30"
C14	105.31'	210.00'	53.79'	104.21'	N 34°15'31" E	28°43'55"
C15	110.66'	290.00'	56.01'	109.99'	S 37°42'36" W	21°51'45"
C16	158.93'	137.50'	89.68'	150.23'	N 75°29'03" W	66°13'34"

**TOWN OF HILTON HEAD ISLAND LMO SECTION 16-5-1402 DISCLOSURE STATEMENT**

Some of all areas on this plot are flood hazard areas and have been identified as having at least a one percent chance of being flooded in any given year by rising tidal waters associated with possible hurricanes. Local regulations require that certain floor hazard protective measures be incorporated in the design and construction of structures in these designated areas. Reference shall be made to the development covenants and restrictions of this development and requirements of the Town Building Official. In addition, federal law requires mandatory purchase of flood insurance as a prerequisite to federally insured mortgage financing in these designated flood hazard areas.

**SPECIAL NOTE:**

THE AREA SHOWN ON THIS PLAN IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IN NO WAY WAIVES THE ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREIN OR NOT.

LINE	LENGTH	BEARING
D50	14.10'	S 30°25'21" W
D51	18.23'	S 83°22'41" W
D52	27.41'	S 82°27'41" W
D53	27.71'	N 48°18'39" W
D54	29.73'	N 33°52'43" W
D55	80.76'	N 03°54'03" E
D56	11.15'	N 19°20'28" W
D57	36.89'	N 88°45'32" W
D58	63.18'	N 73°06'06" W
D59	36.20'	N 86°32'01" W
D60	12.67'	N 50°41'28" W
D61	21.23'	N 18°56'24" W
D62	17.99'	N 03°17'28" E
D63	18.34'	N 20°28'36" E
D64	9.51'	N 56°32'46" E
D65	104.50'	N 82°30'36" E
D66	46.81'	N 72°51'10" E
D67	54.21'	N 81°34'51" E
D68	16.39'	N 88°02'11" E
D69	16.40'	S 71°14'34" E
D70	28.81'	S 51°01'27" E
D71	26.35'	S 13°16'11" E
D72	75.53'	S 17°41'36" W
D73	60.90'	S 14°14'08" W
D74	55.79'	S 08°13'03" W
D75	72.53'	N 15°13'58" E
D76	143.63'	N 16°25'05" E
D77	15.03'	N 03°11'38" E
D78	62.50'	N 20°25'02" E
D79	20.09'	N 55°17'51" E
D80	71.47'	N 81°26'34" E
D81	47.61'	N 83°59'35" E
D82	88.65'	N 85°44'04" E
D83	103.74'	N 89°03'18" E
D84	58.33'	N 83°09'02" E
D85	269.68'	N 50°32'26" E
D86	91.53'	N 51°23'08" E

LINE	LENGTH	BEARING
L1	78.51'	N 47°55'55" E
L2	89.89'	N 84°09'15" E
L3	35.88'	S 80°10'07" E
L4	98.91'	S 70°05'34" W
L5	65.00'	N 33°09'30" W
L6	50.00'	S 56°50'30" W
L7	63.29'	S 33°09'30" W
L8	42.09'	N 55°11'21" W
L9	40.03'	S 37°04'13" W
L10	40.05'	S 55°11'21" E
L11	169.73'	S 34°49'06" W
L12	10.03'	N 54°49'06" W
L13	67.06'	N 34°55'05" E
L14	41.43'	S 65°41'31" W
L15	59.17'	S 44°14'21" W
L16	145.76'	S 44°14'21" W
L17	20.42'	N 68°40'03" W
L18	72.51'	S 74°33'13" W
L19	39.18'	N 42°25'14" W
L20	64.14'	N 50°45'16" E
L21	50.20'	N 37°52'40" W
L22	141.83'	S 52°07'20" E
L23	104.64'	N 37°52'40" W
L24	34.88'	N 52°07'20" E
L25	45.38'	N 07°07'20" E
L26	124.39'	N 52°07'20" E
L27	21.00'	S 37°52'40" E
L28	70.31'	N 52°07'20" E
L29	62.52'	N 67°58'18" E
L30	16.55'	S 37°52'40" E
L31	49.25'	N 52°07'20" E
L32	27.25'	S 89°12'00" E
L33	17.98'	S 37°52'40" E
L34	22.46'	N 52°07'20" E
L35	61.15'	S 89°12'00" E
L36	21.79'	S 37°52'40" E
L37	11.37'	N 52°07'20" E
L38	27.66'	S 81°33'37" E
L39	18.07'	N 52°07'20" E
L40	59.68'	S 82°19'58" E
L41	18.07'	S 36°47'12" E
L42	28.50'	S 83°06'16" E
L43	17.10'	S 37°22'48" E
L44	30.50'	N 52°05'45" E
L45	23.46'	S 37°52'40" E
L46	19.87'	N 52°07'20" E
L47	42.20'	S 37°52'40" E
L48	16.62'	N 52°07'20" E
L49	69.19'	S 37°52'40" E
L50	180.72'	S 52°07'20" W
L51	38.43'	S 07°07'20" W
L52	41.80'	S 37°52'40" E
L53	118.25'	S 52°07'20" W
L54	41.42'	S 37°52'40" E

**AREA TABLE**

NEW MULTI-FAMILY PARCEL.....4.97 ACRES

N/F TOWN OF HILTON HEAD ISLAND PARCEL.....26.29 ACRES

TOTAL AREA.....31.26 ACRES

**LEGEND:**

I.O. IRON OLD, FOUND

3"x3" CONCRETE MONUMENT FOUND

**SOURCE OF TITLE:**

\*DEED BOOK 1165 AT PAGE 116

\*PLAT BOOK 69 AT PAGE 182

\*DEED BOOK 3076 AT PAGE 2880

\*PLAT BOOK 138 AT PAGES 1 & 2

- NOTES**
- I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MANUAL STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO OBVIOUS, APPARENT OR VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.
  - AS OF THE DATE OF THIS SURVEY THIS PROPERTY IS LOCATED IN ZONE B<sub>1</sub>-A<sub>1</sub> & A<sub>2</sub>. A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY H.U.D. PANEL 14-E, COMMUNITY NO. 450256, MAP DATED 9/22/88, BASE ELEVATION 14.0' & 15.0'. FLOOD HAZARD ZONE AND BASE ELEVATION WERE VERIFIED BY RICHARD SPRUCE, PLANS REVIEW ADMINISTRATOR, TOWN OF HILTON HEAD ISLAND ON 4/16/2012.
  - BUILDING SETBACKS WHICH EXIST FOR THIS PROPERTY, SHOWN OR NOT SHOWN ON THIS SURVEY, ARE EXPLAINED IN THE COVENANTS, EASEMENTS & SETBACKS SHOWN SHOULD BE VERIFIED THRU THE APPROPRIATE ARCHITECTURAL REVIEW BOARD OR BUILDING AGENCY.
  - ALL BUFFERS AND SETBACKS AREA SUBJECT TO THE TERMS IN THE APPROVED DEVELOPMENT AGREEMENT DATED OCTOBER 16, 2012 PER THE TOWN OF HILTON HEAD ISLAND PLANNING DEPARTMENT.
  - BEARINGS SHOWN ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATES ESTABLISHED FROM GPS OBSERVATION. SEE REFERENCE PLAT #1 FROM RECORD BEARINGS.
  - THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THEREFORE THERE MAY BE OTHER EASEMENTS, RIGHT-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, RESTRICTIONS, OR OTHER SIMILAR MATTERS OF PUBLIC RECORD, NOT DEPICTED ON THIS SURVEY.
  - PROPERTY CORNERS TO BE SET WITH 1/2" IRON REBAR WITH CAP OR WITH MARKS WHEN FALLING IN PAVEMENT.

- REFERENCE PLATS:**
- PLAT OF PARCELS B, 35 AND 36, SHELTER COVE, PHASE 2, PALMETTO DUNES RESORT, DATED: 11/24/1998, LAST REVISED: 3/22/1999, BY: JAMES M. SIMS, S.C.R.L.S. NO. 13189, RECORDED: P.B. 69, P.C. 182.
  - BOUNDARY RECONFIGURATION OF SHELTER COVE MALL AREA, A SECTION OF SHELTER COVE, HILTON HEAD ISLAND, DATED: 9/24/2013, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, SURVEYING CONSULTANTS
  - SUBDIVISION PLAT OF SHELTER COVE MALL AREA, A SECTION OF SHELTER COVE, HILTON HEAD ISLAND, DATED: 12/11/2013, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, RECORDED: PB 138, PG. 2, 12/20/2013, SURVEYING CONSULTANTS
  - EASEMENT PLAT FOR THE RELOCATION OF HILTON HEAD GAS TURBINE-MARKET PLACE 118KV TRANSMISSION LINE ON THE LANDS OF SHELTER COVE HARBOUR COMPANY AND SHELTER COVE TOWNE CENTER, LLC, HILTON HEAD ISLAND, SC DATED: 7/09/2013, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 25347, RECORDED: PB 137 PG 191, 12/13/2013.
  - ASBUILT, TREE & TOPOGRAPHIC SURVEY OF A PORTION OF TOWN OF HILTON HEAD ISLAND SHELTER COVE COMMUNITY PARK, SHELTER COVE LANE, A SECTION OF SHELTER COVE, DATED: 5/22/2014, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, SURVEYING CONSULTANTS
  - SURVEY OF BIKE PATH EASEMENT, ALONG MEMORIAL PATHWAY COMMUNITY PARK, A PORTION OF SHELTER COVE LANE, A SECTION OF SHELTER COVE, PHASE 2, PALMETTO DUNES RESORT, DATED: 04/12/2006, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, SURVEYING CONSULTANTS
  - ASBUILT, TREE & TOPOGRAPHIC SURVEY OF SHELTER COVE MALL, A PORTION OF SHELTER COVE COMMUNITY PARK, A SECTION OF SHELTER COVE, DATED: 8/3/2011; LAST REVISED: 4/16/2012, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, SURVEYING CONSULTANTS
  - ASBUILT, TREE & TOPOGRAPHIC SURVEY OF PARCEL "B", 35 & 36, SHELTER COVE LANE, A SECTION OF SHELTER COVE, PHASE 2, PALMETTO DUNES RESORT, DATED: 10/06/2003; LAST REVISED: 05/08/2005, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, SURVEYING CONSULTANTS

**SPECIAL NOTE:**

Some of all areas on this plot are flood hazard areas and have been identified as having at least a one percent chance of being flooded in any given year by rising tidal waters associated with possible hurricanes. Local regulations require that certain floor hazard protective measures be incorporated in the design and construction of structures in these designated areas. Reference shall be made to the development covenants and restrictions of this development and requirements of the Town Building Official. In addition, federal law requires mandatory purchase of flood insurance as a prerequisite to federally insured mortgage financing in these designated flood hazard areas.

I the undersigned, as the Owner of Record of parcel R520-012-000-0002-0000, agree to the recording of this plat.

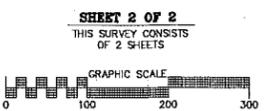
\_\_\_\_\_  
SIGNATURE DATE

I the undersigned, as the Owner of Record of parcel R520-012-000-0002-0000, agree to the recording of this plat.

\_\_\_\_\_  
SIGNATURE DATE

PREPARED FOR: SHELTER COVE II LLC & THE TOWN OF HILTON HEAD ISLAND

ADDRESS: #39, #43, #45, #47, #49, #51, #59 & #60 SHELTER COVE LANE  
PORTION OF R520-012-000-0001-0000 & TAX PARCEL I.D. NO. R520-012-000-0002-0000



**BOUNDARY RECONFIGURATION**

OF

**4.97 ACRE NEW MULTI-FAMILY PARCEL & 26.29 TOWN OF HILTON HEAD ISLAND PARCEL,**

**TOTALING 31.26 ACRES**

A PORTION OF

**SHELTER COVE LANE**

**SHELTER COVE COMMUNITY PARK**

HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1" = 100' DATE: 6/01/2015 JOB NO: SC110040E-2(A)

**SG SURVEYING CONSULTANTS**

17 Sherington Drive, Suite C, Bluffton, SC 29910  
SC Telephone: (843) 815-3304 FAX: (843) 815-3305  
GA Telephone: (912) 828-2775

EXHIBIT D-2

EAST #2 DEPICTION



Town of Hilton Head Island

Exhibit to Addendum - Shelter Cove Towne Centre Development Agreement - August 6, 2015

Note: Black dashed line represents area bound by Addendum #1 to the Development Agreement.

150 75 0 150 300 450 Feet

1 inch = 222 feet



TOWN OF HILTON HEAD ISLAND  
P.O. BOX 90178  
HILTON HEAD ISLAND, S.C. 29928  
PH: (843) 341-4433  
Data Created: Thursday, August 06, 2015  
Project: 22 Park Blvd



The information on this map has been derived from a variety of sources and is intended to be used only as a guide. It is provided without warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for the accuracy or completeness of any data shown on this map.

EXHIBIT D-3

DECLARATION OF COVENANTS, RESTRICTIONS, AND LIMITATIONS

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT ) DECLARATION OF COVENANTS,  
 ) RESTRICTIONS, AND LIMITATIONS

THIS DECLARATION is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Town of Hilton Head Island, South Carolina, a municipal corporation (hereinafter referred to as “Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of certain lands (hereinafter referred to as the “Property”) described in Article I of this Declaration, located on Hilton Head Island, Beaufort County, South Carolina; and

WHEREAS, Declarant finds that private controls over the use of the land are an effective means of establishing, preserving, maintaining and, in some instances, enhancing, the economic or intangible values pertaining to the use and enjoyment of the Property and, to this end, Declarant desires to establish on the Property certain private land use controls, conditions, restrictions, equitable servitudes, encumbrances, affirmative obligations, burdens, benefits, reservations, easements, assessments, charges and liens (hereinafter referred to as the “Declaration” or these “Covenants”).

NOW THEREFORE, Declarant hereby declares that the Property hereof is and shall be held, transferred, sold, devised, assigned, conveyed, given, purchased, leased, occupied, possessed, mortgaged, encumbered and used subject to these Covenants. These Covenants, the benefits of these Covenants, and the affirmative and negative burdens of these Covenants, whether pertaining to items, benefits and obligations presently existing or to be created or executed in the future, do and shall, in equity and at law, touch and concern, benefit and burden, and run with the land and any estates in the Land herein referred to as the Property, and these Covenants are intended to be Covenants and servitudes burdening and benefiting all persons now or hereafter deriving a real property estate in the Property whether by assignment, succession or inheritance or other method of conveyance.

PART ONE  
PROPERTY COVERED BY COVENANTS

ARTICLE I:

Property Description

Section 1.1: The Property: The real property (“the Property”) which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these Covenants, is described as follows:

[Legal description to be inserted upon completion of survey]

PART TWO  
LAND USE RESTRICTIONS

ARTICLE II:  
General Land Use Restrictions and Obligations

Section 2.1: Restrictions on Converting Apartments to Condominiums. In the event any apartments are erected, constructed, or otherwise built on or within the Property, said apartments shall not be converted into condominiums in any manner.

Section 2.2: Restrictions on Rentals of Apartments for Less than Twelve Months per Lease. In the event any apartments are erected, constructed, or otherwise built on or within the Property, the owner(s) of any apartment(s) shall not execute or enter into any lease(s) with a term for less than twelve (12) months per lease. In the event that such a lease is executed or entered into, said lease shall be considered void and of no legal effect.

Section 2.3: Restrictions on Sub-Letting of Apartments by Tenants. In the event any apartments are erected, constructed, or otherwise built on or within the Property, the tenant(s) of any apartment(s) shall not lease or sub-let the apartment(s) to any third parties.

Section 2.4: Restrictions on Timeshares and Interval/Fractional Ownership. There shall not be any timesharing, interval ownership, or fractional ownership occurring in or about the Property, in connection with any apartments or other dwellings or structures erected, constructed or otherwise built on or within the Property.

PART THREE  
GENERAL

Article III:  
General Provisions

Section 3.1: Duration of Covenants. All covenants, restrictions and affirmative obligations set forth herein shall run with the land and shall be binding on all parties and persons claiming under them.

Section 3.2: Remedies in the Event of Violation or Breach. In the event of a violation or breach of any of the restrictions contained herein by grantee, its agents, successors or assigns, Declarant shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event, and Declarant shall have the right to recover all costs and expenses of suit in such action, including reasonable attorneys' fees and costs whether or not incurred in conjunction with appellate proceedings.

Section 3.3: Severability and Rule Against Perpetuities. The invalidation by any court of any restrictions of these Covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect. If any provisions of this Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions contained herein and imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law or until twenty-one (21) years after the death of the last survivor of the now living descendants of former President George W. Bush and the original Owner of the Property.

Section 3.4: Interpretation. In all cases, the provisions of this Declaration shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of the Property, which will carry out the intent of the Declarant as expressed in the recitals of these Covenants.

Contrary to the restrictive common law rule of construction, these Covenants shall by this Covenant be interpreted broadly to touch and concern the Property with recognition of modern economic, land use planning and real estate finance and development principles, theories and practices. It is the Declarant's intent, and all Owners who take subject to the Covenants, do covenant and agree, and are thereby estopped to deny, that any reserved right or function of the Declarant, and any other covenant condition, restriction or obligation within these Covenants is intended to promote the use and enjoyment of the Property, is intended to foster the creation, preservation or enhancement of economic or intangible values associated with the Property, and does touch and concern, benefit and burden and run with the Property.

The provisions of these Covenants shall be given full force and effect notwithstanding the existence of any zoning ordinance which allows a less restricted use of the Property.

Section 3.5: Enforcement by the Declarant. In addition to the foregoing, the Declarant shall have the right, but shall not be obligated, to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. Violators shall be obligated to reimburse the Declarant in full for its direct and indirect costs, including but not limited to legal fees incurred by the Defendant in maintaining compliance with these Covenants in the event the Declarant prevails in such proceedings.

Section 3.6: Gender, Tense, and Number. When necessary for proper construction, the masculine form of any word used in this Declaration shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

Section 3.7: No Waiver. Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.

Section 3.8: Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

TOWN OF HILTON HEAD  
ISLAND, SOUTH CAROLINA

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Stephen G. Riley, ICMA-CM  
Town Manager

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

UNIFORM ACKNOWLEDGMENT

I, the undersigned Notary Public do hereby certify that Stephen G. Riley appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument on behalf of The Town of Hilton Head Island, South Carolina.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(SEAL)

Signature of Notary Public for South Carolina

My Commission expires:\_\_\_\_\_

**EXHIBIT "B"**



**Town of Hilton Head Island**

Exhibit to Addendum - Shelter Cove Towne Centre Development Agreement - August 6, 2015

Note: Black dashed line represents area bound by Addendum #1 to the Development Agreement.

150 75 0 150 300 450 Feet

1 inch = 225 feet



TOWN OF HILTON HEAD ISLAND  
 P.O. BOX 5000  
 HILTON HEAD ISLAND, S.C. 29928  
 PH: (843) 341-4433  
 Date Created: Thursday, August 06, 2015  
 Project: Shelter Cove



The information on this map has been derived from a variety of sources and is intended to be used only as a guide. It is provided without warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for the accuracy or completeness of any data shown on this map.



## TECHNICAL MEMORANDUM

Date: July 14, 2014

Re: Shelter Cove Mall Traffic Study Revision

### OVERVIEW

A traffic impact study dated June 25, 2012 was originally performed to evaluate traffic impacts associated with the planned redevelopment of Shelter Cove Mall (now known as Shelter Cove Towne Center) located in the Town of Hilton Head Island, SC. A revision to that study, dated June 9, 2014, was later performed to evaluate the requested addition of 30 multi-family dwelling units (du) to the site. A summary and comparison of the land uses and intensities evaluated in the original and revised studies is as follows:

**Table 1: Land Use Comparison of Original 2012 Study vs. 2014 Revised Traffic Study**

Land Use	June 25, 2012 Study	June 9, 2014 Revised Study
Retail	295,000 sf	295,000 sf
Multi-family	210 du total	240 du total
<i>West Site</i>	76 du	30 du
<i>East Site</i>	134 du	210 du
Community Park	5.1 ac	5.1 ac

As shown in Table 1 above the only change that occurred as part of the revised study was the addition of 30 du of multi-family and the division of units between the two locations on the site.

### PROPOSED MASTER PLAN MODIFICATION

A modification to the site master plan has been requested which would not change any land uses or intensities (with the exception of a slightly larger community park) but would change the location of the multi-family units, which in turn would change travel patterns to and from the multi-family portion of the development. In the modified plan the multi-family West Site would go away and the community park would expand in that area from the previous 5.1 ac. to 9.6 ac. The multi-family East Site (from here forward to be referred to as East #1) will go from 210 du down to 136 du. A new site east of East #1 on Shelter Cove Lane (to be referred to as East#2) will be developed with 104 du. The modified site plan showing the East #1 and East #2 sites is included in the attachments to this memorandum. Table 2 below summarizes and compares the land uses and intensities from the June 9, 2014 revised study to those in the most recent master plan modification.

**Table 2: Land Use Comparison of 2014 Revised Traffic Study vs. 2015 Modified Master Plan**

Land Use	June 9, 2014 Revised Study	2015 Modified Master Plan
Retail	295,000 sf	295,000 sf
Multi-family	240 du total	240 du total
<i>West Site</i>	<i>30 du total</i>	<i>0 du</i>
<i>East #1 (East Site)</i>	<i>210 du total</i>	<i>136 du</i>
<i>East #2</i>		<i>104 du</i>
Community Park	5.1 ac	9.6 ac

As shown in Table 2 above the only change that occurred as part of the revised study was the addition of 4.5 acres of community park and the division of units and their location on the site.

## TRAFFIC OPERATIONS

Traffic operations were analyzed at two intersections:

- US 278 Bus./Shelter Cove Lane (formerly Mall Blvd) - *signalized*
- US 278 Bus./Shelter Cove Lane - *unsignalized*

Traffic counts for these intersections were recorded in June 2015 for the morning and evening weekday peak hours. Operational analysis was performed at these intersections using the methodology as described in the original traffic impact study. The volumes used in all the analyses are attached to this memorandum as Figures 1 through 4.

## 2015 EXISTING CONDITION

Capacity analyses were performed using the June 2015 counts for the weekday peak hours to document the existing operational condition. The results are shown in Table 3.

**Table 3: Peak Hour Intersection Level of Service (LOS), 2015 Existing Condition**

Peak Hour Intersection LOS	AM Peak Hour			PM Peak Hour		
	LOS	Delay (sec)	v/c	LOS	Delay (sec)	v/c
<b>US 278 Bus./Shelter Cove Lane, Signalized</b>						
Overall Intersection	A	6.9	0.46	B	16.6	<i>0.85</i>
US 278 Bus. Off-Island bound Left-Turn	<i>E</i>	<i>74.9</i>	<i>0.38</i>	<i>F</i>	<i>104.8</i>	<i>0.85</i>
US 278 Bus. On-Island bound Approach	A	6.9	0.46	B	16.4	0.61
Shelter Cove Ln. (SB) Approach	D	40.0	0.22	D	50.0	0.45
SB Left-Turn	<i>E</i>	<i>74.0</i>	<i>0.41</i>	<i>F</i>	<i>87.4</i>	<i>0.80</i>
<b>US 278 Bus./Shelter Cove Lane, Unsignalized</b>						
US 278 Bus. Off-Island bound Left-Turn	B	12.7	0.01	B	13.6	0.01
Shelter Cove Ln. (SB) Approach	D	31.9	0.15	<i>E</i>	<i>37.1</i>	<i>0.30</i>

Approaches and movements with an LOS of "E" or "F", or a high v/c ratio have been italicized. The left turn movements at the center Shelter Cove Lane intersection (fka Mall Blvd) could operate at a LOS "D"

or better by modifying the current signal timing, but this would come in exchange for reduced operations and less efficient signal coordination on US 278 Bus. (William Hilton Pkwy). Operations at the US 278 Bus./Shelter Cove Ln.(unsignalized) intersection are acceptable in the morning peak hour. However, in the afternoon peak hour the Shelter Cove Lane approach is LOS "E". The poor operation of the side street approach at this intersection could be mitigated to operate at a LOS "D" or better with the installation of an exclusive southbound right turn lane, which is consistent with the recommendations in the previous studies.

## **2017 REDEVELOPED MALL CONDITIONS**

Full build-out of the redeveloped mall is slated for June 2017. To analyze this future condition the following adjustments to the 2015 volumes were made:

- A growth factor of 1%/yr. for two years was applied to the through volumes on US 278 to account for anticipated growth
- Traffic volumes for the remaining 35,000 sf of retail square footage to be built at Shelter Cove Towne Centre. (260,000 sf of the approved total of 295,000 gross square feet of shopping center were completed and operational at the time of the June 2015 traffic counts)
- Redevelopment of the Cracker Barrel site as identified in the previous studies (10,900 gross square feet of high-turnover sit-down restaurant and 4,000 sf drive-in bank)
- Trips for the additional 4.5 ac of park space
- Trips for the 240 du of multi-family

The attached worksheets show calculations for these volumes using *ITE's Trip Generation Manual, 9th Edition*. The original (June 25, 2012) and revised (June 9, 2015) studies used the rates and equations from the 8<sup>th</sup> edition of this manual, which was the latest edition at that time, to calculate trip generation. Therefore, there are differences in the trip generation used in this analysis versus the previous studies. These differences are minor, and would have no bearing on the findings of this analysis, but are noted here for clarity. Traffic distribution for the shopping center, additional park acreage, and land uses on the Cracker Barrel site are identical to the prior studies. The residential is anticipated to split 60/40 between the center and northern intersections of Shelter Cove Lane.

### *US 278 Bus./Shelter Cove Lane (modified signalization)*

The prior versions of the study recommended to convert this center intersection of Shelter Cove Lane to a standard signalized intersection with dual left-turn lanes in and out. A second exclusive lane would be constructed for the off-island-bound left turn on US 278, plus the southbound approach of Shelter Cove Lane would be modified to provide a second left-turn lane. This results in a similar overall level of service with the current geometric configuration, but with significantly shorter queues. The current analysis as documented by this technical memorandum considers this geometric and operational configuration plus the existing coordinated signal timing pattern.

*US 278 Bus./Shelter Cove Lane NE (proposed signalization)*

At the northeast Shelter Cove Lane intersection, it was originally recommended to construct an additional southbound right turn lane on Shelter Cove Lane. In addition to this, our analysis considers the traffic operations with the installation of a traffic signal. This results in a similar overall level of service as the unsignalized side street stop controlled operation, but with significantly shorter queues. The current analysis as documented by this technical memorandum considers this geometric and operational configuration plus the existing coordinated signal timing pattern along US 278.

Capacity analyses were performed using the June 2017 future condition volumes for the weekday peak hours including the recommended improvements. Detailed worksheets with the calculations are included in the attachments to this report. The results are shown in Table 4.

**Table 4: Peak Hour Intersection Level of Service (LOS), 2017 Future Condition**

Peak Hour Intersection LOS Intersection	AM Peak Hour			PM Peak Hour		
	LOS	Delay (sec)	v/c	LOS	Delay (sec)	v/c
<b>US 278 Bus./Shelter Cove Lane, Signalized</b>						
Overall Intersection	A	7.2	0.49	B	13.0	0.61
US 278 Bus. Off-Island bound Left-Turn	<i>E</i>	<i>68.8</i>	<i>0.25</i>	<i>E</i>	<i>74.1</i>	<i>0.55</i>
US 278 Bus. On-Island bound Approach	A	6.0	0.49	B	11.1	0.57
Shelter Cove Ln. (SB) Approach	D	37.9	0.38	D	42.8	0.61
SB Left-Turn	<i>E</i>	<i>70.1</i>	<i>0.38</i>	<i>E</i>	<i>74.8</i>	<i>0.61</i>
<b>US 278 Bus./Shelter Cove Lane, Signalized</b>						
Overall Intersection	A	8.3	0.60	A	7.1	0.62
US 278 Bus. Off-Island bound Left-Turn	A	6.0	0.21	A	6.7	0.29
US 278 Bus. On-Island bound Approach	A	5.4	0.54	A	4.4	0.54
Shelter Cove Ln. (SB) Approach	D	50.6	0.60	D	52.7	0.46
SB Left-Turn	<i>E</i>	<i>75.9</i>	<i>0.60</i>	<i>E</i>	<i>74.3</i>	<i>0.46</i>

Approaches and movements with an LOS of “E” or “F”, or a high v/c ratio have been italicized. The left turn movements at the center Shelter Cove Lane intersection, as well as the existing left turn lanes at the northern Shelter Cove Lane intersection, could operate at a LOS "D" or better. However, this would come in exchange for reduced operations and less efficient signal coordination on the main street.

**RECOMMENDATIONS**

The recommendations for these two intersections remain substantially the same as identified in the prior traffic studies.

*US 278 Bus./Shelter Cove Lane (signalized)*

At the central Shelter Cove Lane intersection (fka Mall Blvd) it is recommended to convert this to a standard signalized intersection with dual left turn lanes in and out. A second exclusive lane would be constructed for the off-island-bound left turn on US 278, plus the southbound approach of Shelter Cove

Lane would be modified to provide a second left-turn lane. This results in a similar overall level of service with the current geometric configuration, but with significantly shorter queues. Addition of these lanes requires conversion of the traffic signal to a traditional stop-and-go signal for all approaches, but allows for the easy construction of signalized pedestrian and bicycle access.

It is understood that there has been some discussion of the need for a protected pedestrian crossing at this location. If the intersection is converted to a traditional stop-and-go intersection then pedestrian signal heads could be added to this intersection for this purpose. In the interim, pedestrian signal heads could be added to just the on-island bound traffic side of US 278 Bus. and the pedestrian crossing of us 278 Bus. Off-island bound could be a) highlighted with a Rectangular Rapid Flashing Beacon (RRFB) or b) the installation of a High-Intensity Activated Crosswalk signal (HAWK signal).

#### *US 278 Bus./Shelter Cove Lane (unsignalized)*

At the northeast Shelter Cove Lane intersection, it is recommended to construct an additional southbound right-turn lane with a minimum of 100 feet of storage. In addition to this turn lane, it is recommended that a traffic signal be installed at this intersection. This results in a similar overall level of service as the unsignalized side street stop controlled operation, but with significantly shorter queues. In addition, this will provide a signalized crossing for the existing bicycle and pedestrian demand.

Additionally, this signal would likely see an upswing in traffic demand as latent demand will be redistributed from the central Shelter Cove Lane intersection and the currently unsignalized mid-block intersection due to the signal making more gaps in traffic available. Installation of a signal at this location will extend the lifespan of the existing configuration of the US 278 Bus./Shelter Cove Lane (signalized) intersection and delay the need for modifying the turn-lanes at that location. Prior to the installation of a traffic signal, a full traffic signal warrant analysis should be conducted for this intersection. Additionally, the latent demand should be considered with regards to the required storage for the side-street turn lanes, as it may well exceed the 100 feet required without the installation of the traffic signal.

**ATTACHMENTS:**

- 2015 Site Plan
- Trip Generation Summary
- Intersection Volumes
  - Figure 1 - Existing Year Peak Hour Traffic (2015)
  - Figure 2 - Background Condition Peak Hour Traffic (2017)
  - Figure 3 - Site Generated Peak Hour Traffic
  - Figure 4 - Developed Condition Peak Hour Traffic (2017)
- LOS Worksheets
  - Existing Year Peak Hour Traffic (2015)
  - Background Condition Peak Hour Traffic (2017)
  - Background Condition Peak Hour Traffic with improvements (2017)
  - Developed Condition Peak Hour Traffic with improvements (2017)



**SHELTER COVE TOWNE CENTRE APARTMENTS**  
 ALTERNATE CONCEPT PLAN - STUDY TWO  
 HILTON HEAD ISLAND, SOUTH CAROLINA  
 APRIL 21, 2015



Trip Generation Summary - Alternative 1  
Average Weekday Driveway Volumes

Project: Shelter Cove  
Alternative: Alternative 1

Open Date: 7/12/2015  
Analysis 7/12/2015

ITE	Land Use	Average Daily Trips			AM Peak Hour Adjacent Street Traffic			PM Peak Hour Adjacent Street Traffic		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
220	Apartments 240 Dwelling Units	798	798	1596	24	98	122	97	52	149
412	Park Expansion 4.5 Acres	5	5	10	0	0	0	0	0	0
820	Shopping Center 35 Gross Leasable Area 1000 SF	748	747	1495	21	13	34	62	68	130
912	Drive-in Bank 4 Gross Floor Area 1000 SF	297	296	593	27	21	48	49	48	97
932	Cracker Barrel 10.9 Gross Floor Area 1000 SF	693	693	1386	65	53	118	64	43	107
Unadjusted Driveway Volume		2541	2546	2551	137	185	322	272	211	483
Unadjusted Pass-By Trips		0	0	0	0	0	0	72	64	136
Internal Capture Trips		0	0	0	19	19	38	78	78	156
Adjusted Driveway Volume		2541	2546	2551	118	166	284	194	133	327
Adjusted Pass-By Trips		0	0	0	0	0	0	51	40	91
Adjusted Volume Added to Adjacent Streets		2541	2546	2551	118	166	284	143	93	236

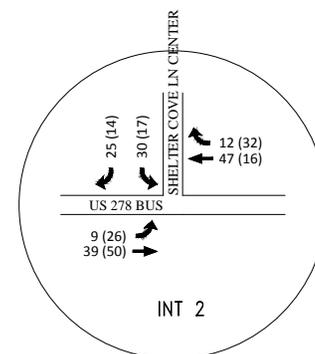
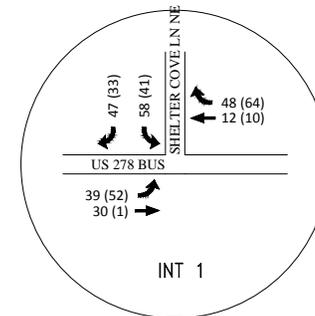
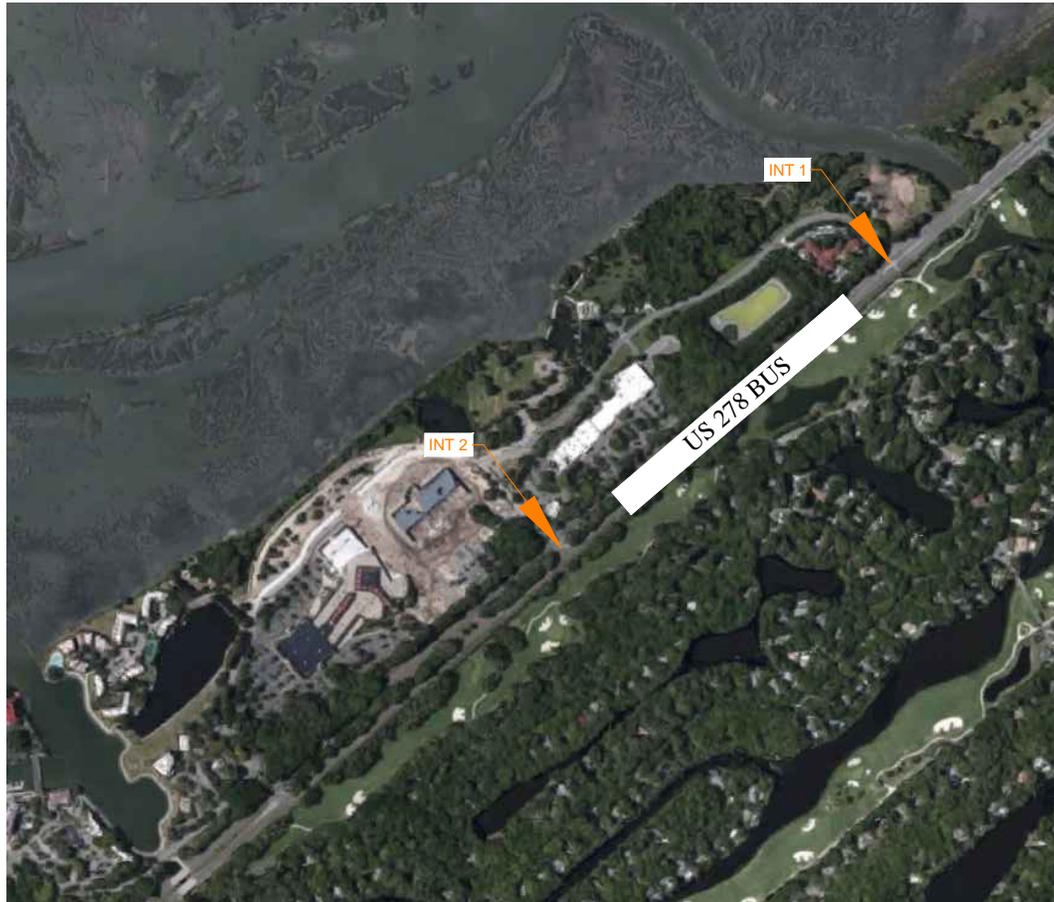
Total AM Peak Hour Internal Capture = 12 Percent

Total PM Peak Hour Internal Capture = 32 Percent





JURISDICTION	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
HILTON HEAD	927-15-131		



Legend: AM (PM)

DRAWING NAME: SHELTER COVE; PROJECT NO: 927-15-131; SHEET NO: INT1 AND INT2; DATE: 01/14/15; SCALE: AS SHOWN; DRAWN BY: J. B. BROWN; CHECKED BY: J. B. BROWN; PRINTED BY: J. B. BROWN

PROPERTY AND EX. R/W LINE	STORM LINE	TELEPHONE LINE
REQUIRED R/W LINE	ON POWER LINE	ON POWER LINE
CONSTRUCTION LIMITS	US POWER LINE	US POWER LINE
PERMANENT EASEMENT FOR MAINTENANCE	WATER LINE	WATER LINE
TEMPORARY EASEMENT FOR CONSTRUCTION	FIBER OPTIC LINE	FIBER OPTIC LINE
EASEMENT FOR CONSTRUCTION OF DRIVEWAYS	GAS LINE	GAS LINE
PERMANENT DRAINAGE EASEMENT	SANITARY SEWER LINE	SANITARY SEWER LINE
	LIGHTING CONDUIT	LIGHTING CONDUIT
	RETAINING WALL	RETAINING WALL
	LIMIT OF DISTURBANCE	LIMIT OF DISTURBANCE

FIGURE 3



SITE GENERATED  
PEAK HOUR TRAFFIC  
(2015)

REVISION DATES	

DATE:	
<b>SHELTER COVE</b>	
SHEET NO.	



Lanes, Volumes, Timings  
 1: US 278 & Mall Blvd (Shelter Cove Center)

7/13/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↖	↔↗	↔↗	↗	↘	↘
Volume (vph)	38	787	1199	98	41	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			500	0	0
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	*0.75	0.91	0.95	1.00	1.00	1.00
Ped Bike Factor	1.00	1.00		0.98		0.99
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1289	3390	3438	1538	1641	1482
Flt Permitted	0.950	0.955			0.950	
Satd. Flow (perm)	1289	3237	3438	1514	1641	1463
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				104		46
Link Speed (mph)		45	45		25	
Link Distance (ft)		485	1265		460	
Travel Time (s)		7.3	19.2		12.5	
Confl. Peds. (#/hr)	1			1		
Confl. Bikes (#/hr)				2		2
Peak Hour Factor	0.85	0.85	0.94	0.94	0.76	0.76
Heavy Vehicles (%)	5%	2%	5%	5%	10%	9%
Adj. Flow (vph)	45	926	1276	104	54	46
Shared Lane Traffic (%)	10%					
Lane Group Flow (vph)	40	931	1276	104	54	46
Turn Type	Prot	NA	NA	Perm	Prot	Free
Protected Phases	5	2	6		4	
Permitted Phases		4		6		Free
Detector Phase	5	2	6	6	4	
Switch Phase						
Minimum Initial (s)	6.0	23.0	23.0	23.0	8.0	
Minimum Split (s)	16.0	29.0	29.0	29.0	21.5	
Total Split (s)	27.0	123.0	96.0	96.0	27.0	
Total Split (%)	18.0%	82.0%	64.0%	64.0%	18.0%	
Yellow Time (s)	3.5	4.5	3.2	3.2	3.2	
All-Red Time (s)	2.5	1.5	2.3	2.3	2.3	
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	
Total Lost Time (s)	4.0	4.0	3.5	3.5	4.0	
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Recall Mode	None	C-Max	C-Max	C-Max	None	
Act Effct Green (s)	12.1	143.6	120.0	120.0	12.2	150.0
Actuated g/C Ratio	0.08	0.96	0.80	0.80	0.08	1.00
v/c Ratio	0.38	0.29	0.46	0.08	0.41	0.03
Control Delay	74.9	0.4	7.3	1.2	74.0	0.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	74.9	0.4	7.3	1.2	74.0	0.0
LOS	E	A	A	A	E	A
Approach Delay		3.4	6.9		40.0	

Lanes, Volumes, Timings  
 1: US 278 & Mall Blvd (Shelter Cove Center)

7/13/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Approach LOS		A	A		D	
Queue Length 50th (ft)	50	0	217	0	51	0
Queue Length 95th (ft)	96	0	331	17	81	0
Internal Link Dist (ft)		405	1185		380	
Turn Bay Length (ft)	500			500		
Base Capacity (vph)	197	3234	2750	1232	251	1463
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.20	0.29	0.46	0.08	0.22	0.03

Intersection Summary

Area Type: Other  
 Cycle Length: 150  
 Actuated Cycle Length: 150  
 Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green  
 Natural Cycle: 70  
 Control Type: Actuated-Coordinated  
 Maximum v/c Ratio: 0.46  
 Intersection Signal Delay: 6.9  
 Intersection LOS: A  
 Intersection Capacity Utilization 47.6%  
 ICU Level of Service A  
 Analysis Period (min) 15  
 \* User Entered Value

Splits and Phases: 1: US 278 & Mall Blvd (Shelter Cove Center)



**Intersection**

Int Delay, s/veh 0.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Vol, veh/h	3	807	1312	31	12	2
Conflicting Peds, #/hr	3	0	0	1	1	3
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	150	-	-	150	0	-
Veh in Median Storage, #	-	0	0	-	2	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	90	90	58	58
Heavy Vehicles, %	0	4	6	7	17	0
Mvmt Flow	3	928	1458	34	21	3

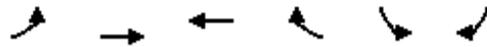
Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	1461	0	735
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	4.1	-	6.9
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	2.2	-	3.3
Pot Cap-1 Maneuver	469	-	367
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	468	-	365
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	31.9
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	468	-	-	-	158
HCM Lane V/C Ratio	0.007	-	-	-	0.153
HCM Control Delay (s)	12.7	-	-	-	31.9
HCM Lane LOS	B	-	-	-	D
HCM 95th %tile Q(veh)	0	-	-	-	0.5

Lanes, Volumes, Timings  
 1: US 278 & Mall Blvd (Shelter Cove Center)

7/13/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	152	1440	1306	150	201	150
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			500	0	0
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	*0.75	0.91	0.95	1.00	1.00	1.00
Ped Bike Factor						0.99
Frt				0.850		0.850
Flt Protected	0.950	0.999			0.950	
Satd. Flow (prot)	1354	3388	3574	1599	1805	1615
Flt Permitted	0.950	0.955			0.950	
Satd. Flow (perm)	1354	3238	3574	1599	1805	1595
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				161		160
Link Speed (mph)		45	45		25	
Link Distance (ft)		485	1265		460	
Travel Time (s)		7.3	19.2		12.5	
Confl. Bikes (#/hr)						1
Peak Hour Factor	0.90	0.90	0.93	0.93	0.94	0.94
Heavy Vehicles (%)	0%	2%	1%	1%	0%	0%
Adj. Flow (vph)	169	1600	1404	161	214	160
Shared Lane Traffic (%)	10%					
Lane Group Flow (vph)	152	1617	1404	161	214	160
Turn Type	Prot	NA	NA	Perm	Prot	Free
Protected Phases	5	2	6		4	
Permitted Phases		4		6		Free
Detector Phase	5	2	6	6	4	
Switch Phase						
Minimum Initial (s)	6.0	23.0	23.0	23.0	8.0	
Minimum Split (s)	16.0	29.0	29.0	29.0	21.5	
Total Split (s)	25.0	130.0	105.0	105.0	30.0	
Total Split (%)	15.6%	81.3%	65.6%	65.6%	18.8%	
Yellow Time (s)	3.5	4.5	3.2	3.2	3.2	
All-Red Time (s)	2.5	1.5	2.3	2.3	2.3	
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	
Total Lost Time (s)	4.0	4.0	3.5	3.5	4.0	
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Recall Mode	None	C-Max	C-Max	C-Max	None	
Act Effct Green (s)	21.1	152.0	103.7	103.7	23.7	160.0
Actuated g/C Ratio	0.13	0.95	0.65	0.65	0.15	1.00
v/c Ratio	0.85	0.51	0.61	0.15	0.80	0.10
Control Delay	104.8	0.8	18.1	1.8	87.4	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	104.8	0.8	18.1	1.8	87.4	0.1
LOS	F	A	B	A	F	A
Approach Delay		9.7	16.4		50.0	
Approach LOS		A	B		D	

Lanes, Volumes, Timings  
 1: US 278 & Mall Blvd (Shelter Cove Center)

7/13/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Queue Length 50th (ft)	210	0	443	0	216	0
Queue Length 95th (ft)	#388	0	511	28	#316	0
Internal Link Dist (ft)		405	1185		380	
Turn Bay Length (ft)	500			500		
Base Capacity (vph)	182	3196	2316	1092	293	1595
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.84	0.51	0.61	0.15	0.73	0.10

Intersection Summary

Area Type:	Other
Cycle Length:	160
Actuated Cycle Length:	160
Offset:	0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green
Natural Cycle:	70
Control Type:	Actuated-Coordinated
Maximum v/c Ratio:	0.85
Intersection Signal Delay:	16.6
Intersection LOS:	B
Intersection Capacity Utilization:	97.0%
ICU Level of Service:	F
Analysis Period (min):	15
* User Entered Value	
# 95th percentile volume exceeds capacity, queue may be longer.	
Queue shown is maximum after two cycles.	

Splits and Phases: 1: US 278 & Mall Blvd (Shelter Cove Center)



**Intersection**

Int Delay, s/veh 0.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Vol, veh/h	4	1710	1479	40	26	8
Conflicting Peds, #/hr	3	0	0	1	1	3
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	150	-	-	150	0	-
Veh in Median Storage, #	-	0	0	-	2	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	94	94	71	71
Heavy Vehicles, %	0	2	1	0	0	0
Mvmt Flow	4	1819	1573	43	37	11

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	1576	0	793
Stage 1	-	-	1576
Stage 2	-	-	918
Critical Hdwy	4.1	-	6.9
Critical Hdwy Stg 1	-	-	5.8
Critical Hdwy Stg 2	-	-	5.8
Follow-up Hdwy	2.2	-	3.3
Pot Cap-1 Maneuver	423	-	336
Stage 1	-	-	159
Stage 2	-	-	354
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	422	-	334
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	159
Stage 2	-	-	350

Approach	EB	WB	SB
HCM Control Delay, s	0	0	37.1
HCM LOS			E

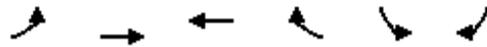
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	422	-	-	-	159
HCM Lane V/C Ratio	0.01	-	-	-	0.301
HCM Control Delay (s)	13.6	-	-	-	37.1
HCM Lane LOS	B	-	-	-	E
HCM 95th %tile Q(veh)	0	-	-	-	1.2

**Notes**

~: Volume exceeds capacity    \$: Delay exceeds 300s    +: Computation Not Defined    \*: All major volume in platoon

Lanes, Volumes, Timings  
1: US 278 & Mall Blvd (Shelter Cove Center)

7/13/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	38	803	1223	98	41	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			500	0	0
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	*0.75	0.91	0.95	1.00	1.00	1.00
Ped Bike Factor	1.00	1.00		0.98		0.99
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1289	3390	3438	1538	1641	1482
Flt Permitted	0.950	0.955			0.950	
Satd. Flow (perm)	1289	3237	3438	1514	1641	1463
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				104		46
Link Speed (mph)		45	45		25	
Link Distance (ft)		485	1265		460	
Travel Time (s)		7.3	19.2		12.5	
Confl. Peds. (#/hr)	1			1		
Confl. Bikes (#/hr)				2		2
Peak Hour Factor	0.85	0.85	0.94	0.94	0.76	0.76
Heavy Vehicles (%)	5%	2%	5%	5%	10%	9%
Adj. Flow (vph)	45	945	1301	104	54	46
Shared Lane Traffic (%)	10%					
Lane Group Flow (vph)	40	950	1301	104	54	46
Turn Type	Prot	NA	NA	Perm	Prot	Free
Protected Phases	5	2	6		4	
Permitted Phases		4		6		Free
Detector Phase	5	2	6	6	4	
Switch Phase						
Minimum Initial (s)	6.0	23.0	23.0	23.0	8.0	
Minimum Split (s)	16.0	29.0	29.0	29.0	21.5	
Total Split (s)	27.0	123.0	96.0	96.0	27.0	
Total Split (%)	18.0%	82.0%	64.0%	64.0%	18.0%	
Yellow Time (s)	3.5	4.5	3.2	3.2	3.2	
All-Red Time (s)	2.5	1.5	2.3	2.3	2.3	
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	
Total Lost Time (s)	4.0	4.0	3.5	3.5	4.0	
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Recall Mode	None	C-Max	C-Max	C-Max	None	
Act Effct Green (s)	12.1	143.6	120.0	120.0	12.2	150.0
Actuated g/C Ratio	0.08	0.96	0.80	0.80	0.08	1.00
v/c Ratio	0.38	0.29	0.47	0.08	0.41	0.03
Control Delay	74.9	0.4	7.4	1.2	74.0	0.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	74.9	0.4	7.4	1.2	74.0	0.0
LOS	E	A	A	A	E	A
Approach Delay		3.4	7.0		40.0	

Lanes, Volumes, Timings  
 1: US 278 & Mall Blvd (Shelter Cove Center)

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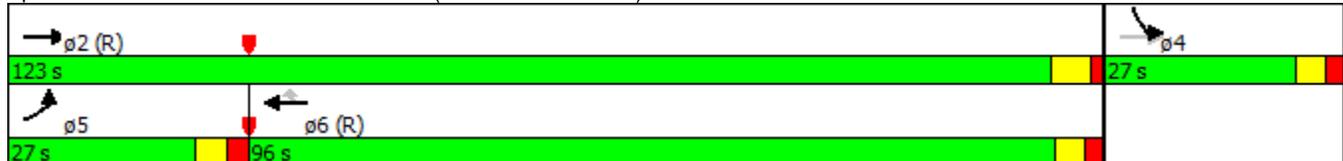


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Approach LOS		A	A		D	
Queue Length 50th (ft)	50	0	224	0	51	0
Queue Length 95th (ft)	96	0	341	17	81	0
Internal Link Dist (ft)		405	1185		380	
Turn Bay Length (ft)	500			500		
Base Capacity (vph)	197	3234	2750	1232	251	1463
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.20	0.29	0.47	0.08	0.22	0.03

Intersection Summary

Area Type: Other  
 Cycle Length: 150  
 Actuated Cycle Length: 150  
 Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green  
 Natural Cycle: 70  
 Control Type: Actuated-Coordinated  
 Maximum v/c Ratio: 0.47  
 Intersection Signal Delay: 6.9  
 Intersection LOS: A  
 Intersection Capacity Utilization 48.0%  
 ICU Level of Service A  
 Analysis Period (min) 15  
 \* User Entered Value

Splits and Phases: 1: US 278 & Mall Blvd (Shelter Cove Center)



**Intersection**

Int Delay, s/veh 0.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Vol, veh/h	3	823	1338	31	12	2
Conflicting Peds, #/hr	3	0	0	1	1	3
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	150	-	-	150	0	-
Veh in Median Storage, #	-	0	0	-	2	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	90	90	58	58
Heavy Vehicles, %	0	4	6	7	17	0
Mvmt Flow	3	946	1487	34	21	3

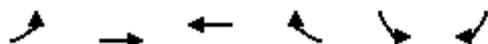
Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	1490	0	1970
Stage 1	-	-	1490
Stage 2	-	-	480
Critical Hdwy	4.1	-	7.14
Critical Hdwy Stg 1	-	-	6.14
Critical Hdwy Stg 2	-	-	6.14
Follow-up Hdwy	2.2	-	3.67
Pot Cap-1 Maneuver	457	-	46
Stage 1	-	-	150
Stage 2	-	-	547
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	456	-	45
Mov Cap-2 Maneuver	-	-	139
Stage 1	-	-	150
Stage 2	-	-	542

Approach	EB	WB	SB
HCM Control Delay, s	0	0	33.1
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	456	-	-	-	152
HCM Lane V/C Ratio	0.008	-	-	-	0.159
HCM Control Delay (s)	13	-	-	-	33.1
HCM Lane LOS	B	-	-	-	D
HCM 95th %tile Q(veh)	0	-	-	-	0.5

Lanes, Volumes, Timings  
1: US 278 & Mall Blvd (Shelter Cove Center)

7/13/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	152	1469	1332	150	201	150
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			500	0	0
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	*0.75	0.91	0.95	1.00	1.00	1.00
Ped Bike Factor						0.99
Frt				0.850		0.850
Flt Protected	0.950	0.999			0.950	
Satd. Flow (prot)	1354	3387	3574	1599	1805	1615
Flt Permitted	0.950	0.955			0.950	
Satd. Flow (perm)	1354	3238	3574	1599	1805	1595
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				161		160
Link Speed (mph)		45	45		25	
Link Distance (ft)		485	1265		460	
Travel Time (s)		7.3	19.2		12.5	
Confl. Bikes (#/hr)						1
Peak Hour Factor	0.90	0.90	0.93	0.93	0.94	0.94
Heavy Vehicles (%)	0%	2%	1%	1%	0%	0%
Adj. Flow (vph)	169	1632	1432	161	214	160
Shared Lane Traffic (%)	10%					
Lane Group Flow (vph)	152	1649	1432	161	214	160
Turn Type	Prot	NA	NA	Perm	Prot	Free
Protected Phases	5	2	6		4	
Permitted Phases		4		6		Free
Detector Phase	5	2	6	6	4	
Switch Phase						
Minimum Initial (s)	6.0	23.0	23.0	23.0	8.0	
Minimum Split (s)	16.0	29.0	29.0	29.0	21.5	
Total Split (s)	25.0	130.0	105.0	105.0	30.0	
Total Split (%)	15.6%	81.3%	65.6%	65.6%	18.8%	
Yellow Time (s)	3.5	4.5	3.2	3.2	3.2	
All-Red Time (s)	2.5	1.5	2.3	2.3	2.3	
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	
Total Lost Time (s)	4.0	4.0	3.5	3.5	4.0	
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Recall Mode	None	C-Max	C-Max	C-Max	None	
Act Effct Green (s)	21.1	152.0	103.7	103.7	23.7	160.0
Actuated g/C Ratio	0.13	0.95	0.65	0.65	0.15	1.00
v/c Ratio	0.85	0.52	0.62	0.15	0.80	0.10
Control Delay	104.8	0.8	18.4	1.8	87.4	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	104.8	0.8	18.4	1.8	87.4	0.1
LOS	F	A	B	A	F	A
Approach Delay		9.6	16.7		50.0	
Approach LOS		A	B		D	

Lanes, Volumes, Timings  
 1: US 278 & Mall Blvd (Shelter Cove Center)

7/13/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Queue Length 50th (ft)	210	0	458	0	216	0
Queue Length 95th (ft)	#388	0	528	28	#316	0
Internal Link Dist (ft)		405	1185		380	
Turn Bay Length (ft)	500			500		
Base Capacity (vph)	182	3195	2316	1092	293	1595
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.84	0.52	0.62	0.15	0.73	0.10

Intersection Summary

Area Type:	Other
Cycle Length:	160
Actuated Cycle Length:	160
Offset:	0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green
Natural Cycle:	70
Control Type:	Actuated-Coordinated
Maximum v/c Ratio:	0.85
Intersection Signal Delay:	16.6
Intersection LOS:	B
Intersection Capacity Utilization	98.6%
ICU Level of Service	F
Analysis Period (min)	15
* User Entered Value	
# 95th percentile volume exceeds capacity, queue may be longer.	
Queue shown is maximum after two cycles.	

Splits and Phases: 1: US 278 & Mall Blvd (Shelter Cove Center)



**Intersection**

Int Delay, s/veh 0.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Vol, veh/h	4	1744	1509	40	26	8
Conflicting Peds, #/hr	3	0	0	1	1	3
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	150	-	-	150	0	-
Veh in Median Storage, #	-	0	0	-	2	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	94	94	71	71
Heavy Vehicles, %	0	2	1	0	0	0
Mvmt Flow	4	1855	1605	43	37	11

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	1608	0	809
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	4.1	-	6.9
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	2.2	-	3.3
Pot Cap-1 Maneuver	412	-	328
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	411	-	326
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	38.9
HCM LOS			E

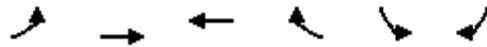
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	411	-	-	-	153
HCM Lane V/C Ratio	0.01	-	-	-	0.313
HCM Control Delay (s)	13.9	-	-	-	38.9
HCM Lane LOS	B	-	-	-	E
HCM 95th %tile Q(veh)	0	-	-	-	1.2

**Notes**

~: Volume exceeds capacity    \$: Delay exceeds 300s    +: Computation Not Defined    \*: All major volume in platoon

Lanes, Volumes, Timings  
 1: US 278 & Mall Blvd (Shelter Cove Center)

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↖↖	↗↗	↖↖	↗	↖↖	↗
Volume (vph)	38	803	1223	98	41	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			500	0	0
Storage Lanes	2			1	2	1
Taper Length (ft)	25				25	
Lane Util. Factor	0.97	0.95	0.95	1.00	0.97	1.00
Ped Bike Factor	1.00			0.98		0.99
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	3335	3539	3438	1538	3183	1482
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	3332	3539	3438	1514	3183	1463
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				104		46
Link Speed (mph)		45	45		25	
Link Distance (ft)		844	1265		460	
Travel Time (s)		12.8	19.2		12.5	
Confl. Peds. (#/hr)	1			1		
Confl. Bikes (#/hr)				2		2
Peak Hour Factor	0.85	0.85	0.94	0.94	0.76	0.76
Heavy Vehicles (%)	5%	2%	5%	5%	10%	9%
Adj. Flow (vph)	45	945	1301	104	54	46
Shared Lane Traffic (%)						
Lane Group Flow (vph)	45	945	1301	104	54	46
Turn Type	Prot	NA	NA	Perm	Prot	Free
Protected Phases	5	2	6		4	
Permitted Phases		4		6		Free
Detector Phase	5	2	6	6	4	
Switch Phase						
Minimum Initial (s)	6.0	23.0	23.0	23.0	8.0	
Minimum Split (s)	16.0	29.0	29.0	29.0	21.5	
Total Split (s)	27.0	123.0	96.0	96.0	27.0	
Total Split (%)	18.0%	82.0%	64.0%	64.0%	18.0%	
Yellow Time (s)	3.5	4.5	3.2	3.2	3.2	
All-Red Time (s)	2.5	1.5	2.3	2.3	2.3	
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	
Total Lost Time (s)	4.0	4.0	3.5	3.5	4.0	
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Recall Mode	None	C-Max	C-Max	C-Max	None	
Act Effct Green (s)	9.5	150.0	124.7	124.7	10.1	150.0
Actuated g/C Ratio	0.06	1.00	0.83	0.83	0.07	1.00
v/c Ratio	0.21	0.27	0.46	0.08	0.25	0.03
Control Delay	68.6	0.2	5.3	0.8	69.2	0.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	68.6	0.2	5.3	0.8	69.2	0.0
LOS	E	A	A	A	E	A
Approach Delay		3.3	4.9		37.4	

Lanes, Volumes, Timings  
 1: US 278 & Mall Blvd (Shelter Cove Center)

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Approach LOS		A	A		D	
Queue Length 50th (ft)	22	0	187	0	26	0
Queue Length 95th (ft)	40	0	255	13	41	0
Internal Link Dist (ft)		764	1185		380	
Turn Bay Length (ft)	500			500		
Base Capacity (vph)	511	3539	2858	1276	488	1463
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.09	0.27	0.46	0.08	0.11	0.03

Intersection Summary

Area Type:	Other
Cycle Length:	150
Actuated Cycle Length:	150
Offset:	0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green
Natural Cycle:	70
Control Type:	Actuated-Coordinated
Maximum v/c Ratio:	0.46
Intersection Signal Delay:	5.6
Intersection LOS:	A
Intersection Capacity Utilization	47.1%
ICU Level of Service	A
Analysis Period (min)	15

Splits and Phases: 1: US 278 & Mall Blvd (Shelter Cove Center)



Lanes, Volumes, Timings  
2: US 278 & Shelter Cove NE

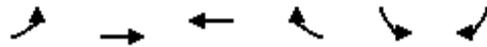
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Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	3	823	1338	31	12	2
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150			150	0	150
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Ped Bike Factor				0.98	1.00	0.98
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1805	3471	3406	1509	1543	1615
Flt Permitted	0.162				0.950	
Satd. Flow (perm)	308	3471	3406	1472	1538	1582
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				32		3
Link Speed (mph)		45	45		25	
Link Distance (ft)		1235	500		495	
Travel Time (s)		18.7	7.6		13.5	
Confl. Peds. (#/hr)	3			1	1	3
Peak Hour Factor	0.87	0.87	0.90	0.90	0.58	0.58
Heavy Vehicles (%)	0%	4%	6%	7%	17%	0%
Adj. Flow (vph)	3	946	1487	34	21	3
Shared Lane Traffic (%)						
Lane Group Flow (vph)	3	946	1487	34	21	3
Turn Type	Perm	NA	NA	Perm	Prot	Perm
Protected Phases		4	8		6	
Permitted Phases	4			8		6
Detector Phase	4	4	8	8	6	6
Switch Phase						
Minimum Initial (s)	4.0	4.0	4.0	4.0	16.0	16.0
Minimum Split (s)	22.0	22.0	22.0	22.0	21.5	21.5
Total Split (s)	125.0	125.0	125.0	125.0	30.0	30.0
Total Split (%)	80.6%	80.6%	80.6%	80.6%	19.4%	19.4%
Yellow Time (s)	4.5	4.5	4.5	4.5	3.2	3.2
All-Red Time (s)	1.5	1.5	1.5	1.5	2.3	2.3
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	0.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	5.5
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	C-Max	C-Max	C-Max	C-Max	None	None
Act Effct Green (s)	139.7	139.7	139.7	139.7	17.5	16.0
Actuated g/C Ratio	0.90	0.90	0.90	0.90	0.11	0.10
v/c Ratio	0.01	0.30	0.48	0.03	0.12	0.02
Control Delay	2.3	2.2	3.1	0.7	63.8	39.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	2.3	2.2	3.1	0.7	63.8	39.5
LOS	A	A	A	A	E	D
Approach Delay		2.2	3.1		60.8	
Approach LOS		A	A		E	

Lanes, Volumes, Timings  
 2: US 278 & Shelter Cove NE

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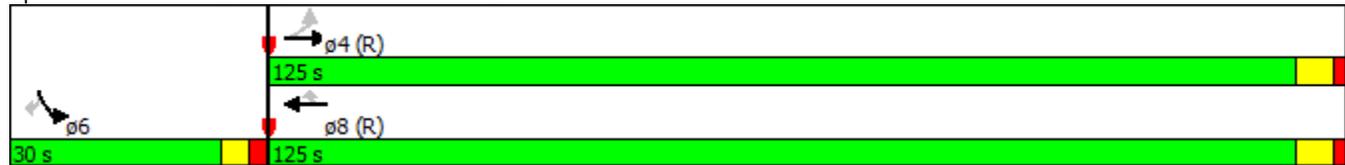


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Queue Length 50th (ft)	0	92	188	0	19	0
Queue Length 95th (ft)	2	105	218	6	31	7
Internal Link Dist (ft)		1155	420		415	
Turn Bay Length (ft)	150			150		150
Base Capacity (vph)	277	3128	3069	1330	258	252
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.01	0.30	0.48	0.03	0.08	0.01

Intersection Summary

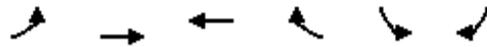
Area Type:	Other
Cycle Length:	155
Actuated Cycle Length:	155
Offset:	30 (19%), Referenced to phase 4:EBTL and 8:WBT, Start of Green
Natural Cycle:	60
Control Type:	Actuated-Coordinated
Maximum v/c Ratio:	0.48
Intersection Signal Delay:	3.3
Intersection LOS:	A
Intersection Capacity Utilization	58.2%
ICU Level of Service	B
Analysis Period (min)	15

Splits and Phases: 2: US 278 & Shelter Cove NE



Lanes, Volumes, Timings  
 1: US 278 & Mall Blvd (Shelter Cove Center)

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↖↖	↗↗	↖↖	↗	↖↖	↗
Volume (vph)	152	1469	1332	150	201	150
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			500	0	0
Storage Lanes	2			1	2	1
Taper Length (ft)	25				25	
Lane Util. Factor	0.97	0.95	0.95	1.00	0.97	1.00
Ped Bike Factor						0.99
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	3502	3539	3574	1599	3502	1615
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	3502	3539	3574	1599	3502	1595
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				161		160
Link Speed (mph)		45	45		25	
Link Distance (ft)		485	1265		460	
Travel Time (s)		7.3	19.2		12.5	
Confl. Bikes (#/hr)						1
Peak Hour Factor	0.90	0.90	0.93	0.93	0.94	0.94
Heavy Vehicles (%)	0%	2%	1%	1%	0%	0%
Adj. Flow (vph)	169	1632	1432	161	214	160
Shared Lane Traffic (%)						
Lane Group Flow (vph)	169	1632	1432	161	214	160
Turn Type	Prot	NA	NA	Perm	Prot	Free
Protected Phases	5	2	6		4	
Permitted Phases		4		6		Free
Detector Phase	5	2	6	6	4	
Switch Phase						
Minimum Initial (s)	6.0	23.0	23.0	23.0	8.0	
Minimum Split (s)	16.0	29.0	29.0	29.0	21.5	
Total Split (s)	25.0	130.0	105.0	105.0	30.0	
Total Split (%)	15.6%	81.3%	65.6%	65.6%	18.8%	
Yellow Time (s)	3.5	4.5	3.2	3.2	3.2	
All-Red Time (s)	2.5	1.5	2.3	2.3	2.3	
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	
Total Lost Time (s)	4.0	4.0	3.5	3.5	4.0	
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Recall Mode	None	C-Max	C-Max	C-Max	None	
Act Effct Green (s)	15.0	160.0	116.9	116.9	16.6	160.0
Actuated g/C Ratio	0.09	1.00	0.73	0.73	0.10	1.00
v/c Ratio	0.51	0.46	0.55	0.13	0.59	0.10
Control Delay	74.2	0.4	11.2	1.3	74.9	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	74.2	0.4	11.2	1.3	74.9	0.1
LOS	E	A	B	A	E	A
Approach Delay		7.4	10.2		42.9	
Approach LOS		A	B		D	

Lanes, Volumes, Timings  
 1: US 278 & Mall Blvd (Shelter Cove Center)

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Queue Length 50th (ft)	88	0	324	0	112	0
Queue Length 95th (ft)	126	0	450	24	154	0
Internal Link Dist (ft)		405	1185		380	
Turn Bay Length (ft)	500			500		
Base Capacity (vph)	459	3539	2610	1211	569	1595
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.37	0.46	0.55	0.13	0.38	0.10

Intersection Summary

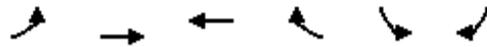
Area Type:	Other
Cycle Length:	160
Actuated Cycle Length:	160
Offset:	0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green
Natural Cycle:	70
Control Type:	Actuated-Coordinated
Maximum v/c Ratio:	0.59
Intersection Signal Delay:	12.1
Intersection LOS:	B
Intersection Capacity Utilization	58.5%
ICU Level of Service	B
Analysis Period (min)	15

Splits and Phases: 1: US 278 & Mall Blvd (Shelter Cove Center)



Lanes, Volumes, Timings  
2: US 278 & Shelter Cove NE

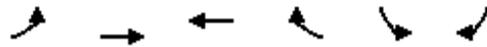
7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↖	↑↑	↑↑	↗	↖	↗
Volume (vph)	4	1744	1509	40	26	8
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150			150	0	150
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Ped Bike Factor				0.98	1.00	0.98
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1805	3539	3574	1615	1805	1615
Flt Permitted	0.138				0.950	
Satd. Flow (perm)	262	3539	3574	1575	1800	1581
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				43		11
Link Speed (mph)		45	45		25	
Link Distance (ft)		1235	500		495	
Travel Time (s)		18.7	7.6		13.5	
Confl. Peds. (#/hr)	3			1	1	3
Peak Hour Factor	0.94	0.94	0.94	0.94	0.71	0.71
Heavy Vehicles (%)	0%	2%	1%	0%	0%	0%
Adj. Flow (vph)	4	1855	1605	43	37	11
Shared Lane Traffic (%)						
Lane Group Flow (vph)	4	1855	1605	43	37	11
Turn Type	Perm	NA	NA	Perm	Prot	Perm
Protected Phases		4	8		6	
Permitted Phases	4			8		6
Detector Phase	4	4	8	8	6	6
Switch Phase						
Minimum Initial (s)	30.0	30.0	30.0	30.0	16.0	16.0
Minimum Split (s)	36.0	36.0	36.0	36.0	21.5	21.5
Total Split (s)	136.0	136.0	136.0	136.0	24.0	24.0
Total Split (%)	85.0%	85.0%	85.0%	85.0%	15.0%	15.0%
Yellow Time (s)	4.5	4.5	4.5	4.5	3.2	3.2
All-Red Time (s)	1.5	1.5	1.5	1.5	2.3	2.3
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	0.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	5.5
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	C-Max	C-Max	C-Max	C-Max	None	None
Act Effct Green (s)	139.6	139.6	139.6	139.6	17.5	16.0
Actuated g/C Ratio	0.87	0.87	0.87	0.87	0.11	0.10
v/c Ratio	0.02	0.60	0.51	0.03	0.19	0.07
Control Delay	2.2	4.6	3.8	0.6	67.5	29.4
Queue Delay	0.0	0.2	0.0	0.0	0.0	0.0
Total Delay	2.2	4.8	3.8	0.6	67.5	29.4
LOS	A	A	A	A	E	C
Approach Delay		4.8	3.7		58.8	
Approach LOS		A	A		E	

Lanes, Volumes, Timings  
 2: US 278 & Shelter Cove NE

7/14/2015

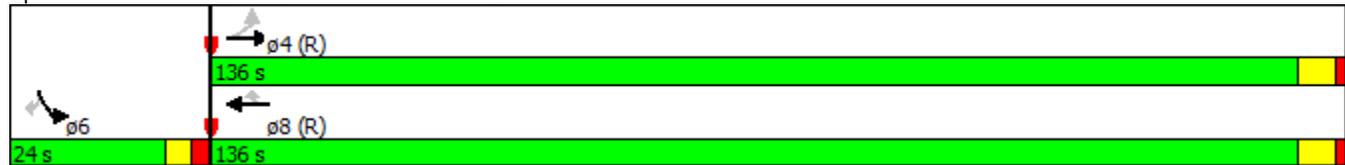


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Queue Length 50th (ft)	1	278	207	0	36	0
Queue Length 95th (ft)	3	317	238	6	59	15
Internal Link Dist (ft)		1155	420		415	
Turn Bay Length (ft)	150			150		150
Base Capacity (vph)	228	3087	3118	1379	225	192
Starvation Cap Reductn	0	407	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.02	0.69	0.51	0.03	0.16	0.06

Intersection Summary

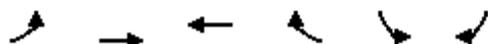
Area Type:	Other
Cycle Length:	160
Actuated Cycle Length:	160
Offset:	24 (15%), Referenced to phase 4:EBTL and 8:WBT, Start of Green
Natural Cycle:	60
Control Type:	Actuated-Coordinated
Maximum v/c Ratio:	0.60
Intersection Signal Delay:	5.0
Intersection LOS:	A
Intersection Capacity Utilization	68.2%
ICU Level of Service	C
Analysis Period (min)	15

Splits and Phases: 2: US 278 & Shelter Cove NE



Lanes, Volumes, Timings  
1: US 278 & Mall Blvd (Shelter Cove Center)

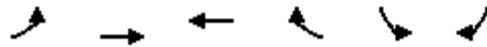
7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↖↗	↑↑	↑↑	↗	↖↗	↗
Volume (vph)	47	842	1270	110	71	60
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			500	0	0
Storage Lanes	2			1	2	1
Taper Length (ft)	25				25	
Lane Util. Factor	0.97	0.95	0.95	1.00	0.97	1.00
Ped Bike Factor	1.00			0.98		0.99
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	3335	3539	3438	1538	3183	1482
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	3333	3539	3438	1514	3183	1463
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				117		79
Link Speed (mph)		45	45		25	
Link Distance (ft)		485	1265		460	
Travel Time (s)		7.3	19.2		12.5	
Confl. Peds. (#/hr)	1			1		
Confl. Bikes (#/hr)				2		2
Peak Hour Factor	0.85	0.85	0.94	0.94	0.76	0.76
Heavy Vehicles (%)	5%	2%	5%	5%	10%	9%
Adj. Flow (vph)	55	991	1351	117	93	79
Shared Lane Traffic (%)						
Lane Group Flow (vph)	55	991	1351	117	93	79
Turn Type	Prot	NA	NA	Perm	Prot	Free
Protected Phases	5	2	6		4	
Permitted Phases		4		6		Free
Detector Phase	5	2	6	6	4	
Switch Phase						
Minimum Initial (s)	6.0	23.0	23.0	23.0	8.0	
Minimum Split (s)	16.0	29.0	29.0	29.0	21.5	
Total Split (s)	27.0	123.0	96.0	96.0	27.0	
Total Split (%)	18.0%	82.0%	64.0%	64.0%	18.0%	
Yellow Time (s)	3.5	4.5	3.2	3.2	3.2	
All-Red Time (s)	2.5	1.5	2.3	2.3	2.3	
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	
Total Lost Time (s)	4.0	4.0	3.5	3.5	4.0	
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Recall Mode	None	C-Max	C-Max	C-Max	None	
Act Effct Green (s)	9.9	150.0	119.5	119.5	11.5	150.0
Actuated g/C Ratio	0.07	1.00	0.80	0.80	0.08	1.00
v/c Ratio	0.25	0.28	0.49	0.10	0.38	0.05
Control Delay	68.8	0.2	6.5	0.9	70.1	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	68.8	0.2	6.5	0.9	70.1	0.1
LOS	E	A	A	A	E	A
Approach Delay		3.8	6.0		37.9	

Lanes, Volumes, Timings  
 1: US 278 & Mall Blvd (Shelter Cove Center)

7/14/2015

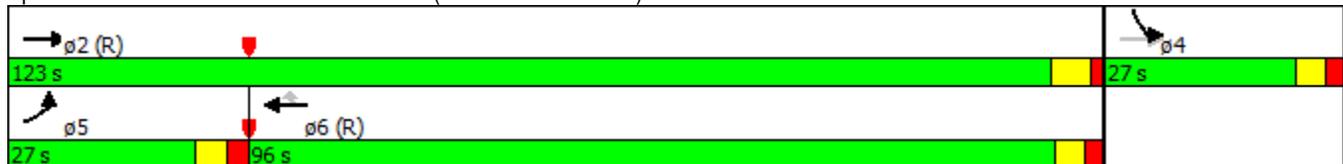


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Approach LOS		A	A		D	
Queue Length 50th (ft)	26	0	217	0	45	0
Queue Length 95th (ft)	47	0	301	15	62	0
Internal Link Dist (ft)		405	1185		380	
Turn Bay Length (ft)	500			500		
Base Capacity (vph)	511	3539	2738	1229	488	1463
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.11	0.28	0.49	0.10	0.19	0.05

Intersection Summary

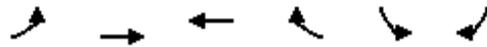
Area Type:	Other
Cycle Length:	150
Actuated Cycle Length:	150
Offset:	0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green
Natural Cycle:	70
Control Type:	Actuated-Coordinated
Maximum v/c Ratio:	0.49
Intersection Signal Delay:	7.2
Intersection LOS:	A
Intersection Capacity Utilization	48.4%
ICU Level of Service	A
Analysis Period (min)	15

Splits and Phases: 1: US 278 & Mall Blvd (Shelter Cove Center)



Lanes, Volumes, Timings  
2: US 278 & Shelter Cove NE

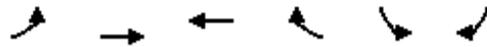
7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	42	853	1350	79	70	49
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150			150	0	150
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Ped Bike Factor				0.98	1.00	0.98
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1805	3471	3406	1509	1543	1615
Flt Permitted	0.149				0.950	
Satd. Flow (perm)	283	3471	3406	1472	1538	1582
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				83		84
Link Speed (mph)		45	45		25	
Link Distance (ft)		1235	500		495	
Travel Time (s)		18.7	7.6		13.5	
Confl. Peds. (#/hr)	3			1	1	3
Peak Hour Factor	0.87	0.87	0.90	0.90	0.58	0.58
Heavy Vehicles (%)	0%	4%	6%	7%	17%	0%
Adj. Flow (vph)	48	980	1500	88	121	84
Shared Lane Traffic (%)						
Lane Group Flow (vph)	48	980	1500	88	121	84
Turn Type	Perm	NA	NA	Perm	Prot	Perm
Protected Phases		4	8		6	
Permitted Phases	4			8		6
Detector Phase	4	4	8	8	6	6
Switch Phase						
Minimum Initial (s)	4.0	4.0	4.0	4.0	16.0	16.0
Minimum Split (s)	22.0	22.0	22.0	22.0	21.5	21.5
Total Split (s)	125.0	125.0	125.0	125.0	30.0	30.0
Total Split (%)	80.6%	80.6%	80.6%	80.6%	19.4%	19.4%
Yellow Time (s)	4.5	4.5	4.5	4.5	3.2	3.2
All-Red Time (s)	1.5	1.5	1.5	1.5	2.3	2.3
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	0.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	5.5
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	C-Max	C-Max	C-Max	C-Max	None	None
Act Effct Green (s)	126.8	126.8	126.8	126.8	20.2	18.7
Actuated g/C Ratio	0.82	0.82	0.82	0.82	0.13	0.12
v/c Ratio	0.21	0.35	0.54	0.07	0.60	0.32
Control Delay	6.0	4.1	5.7	0.9	75.9	14.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	6.0	4.1	5.7	0.9	75.9	14.2
LOS	A	A	A	A	E	B
Approach Delay		4.2	5.4		50.6	
Approach LOS		A	A		D	

Lanes, Volumes, Timings  
 2: US 278 & Shelter Cove NE

7/14/2015

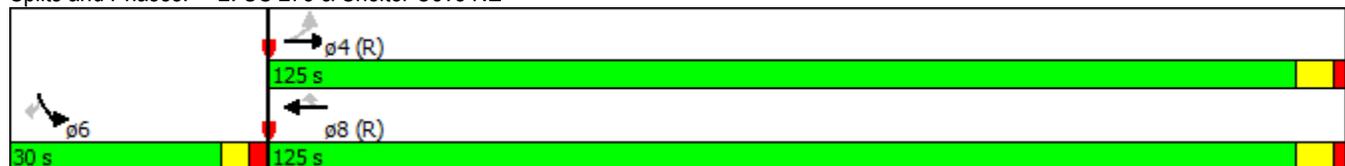


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Queue Length 50th (ft)	8	104	205	1	119	0
Queue Length 95th (ft)	25	155	313	13	113	6
Internal Link Dist (ft)		1155	420		415	
Turn Bay Length (ft)	150			150		150
Base Capacity (vph)	231	2838	2785	1218	258	320
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.21	0.35	0.54	0.07	0.47	0.26

Intersection Summary

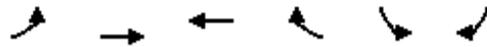
Area Type:	Other
Cycle Length:	155
Actuated Cycle Length:	155
Offset:	30 (19%), Referenced to phase 4:EBTL and 8:WBT, Start of Green
Natural Cycle:	60
Control Type:	Actuated-Coordinated
Maximum v/c Ratio:	0.60
Intersection Signal Delay:	8.3
Intersection LOS:	A
Intersection Capacity Utilization	58.6%
ICU Level of Service	B
Analysis Period (min)	15

Splits and Phases: 2: US 278 & Shelter Cove NE



Lanes, Volumes, Timings  
1: US 278 & Mall Blvd (Shelter Cove Center)

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↖↖	↗↗	↖↖	↗	↖↖	↗
Volume (vph)	178	1519	1348	182	218	164
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			500	0	0
Storage Lanes	2			1	2	1
Taper Length (ft)	25				25	
Lane Util. Factor	0.97	0.95	0.95	1.00	0.97	1.00
Ped Bike Factor						0.99
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	3502	3539	3574	1599	3502	1615
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	3502	3539	3574	1599	3502	1595
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				196		174
Link Speed (mph)		45	45		25	
Link Distance (ft)		485	1265		460	
Travel Time (s)		7.3	19.2		12.5	
Confl. Bikes (#/hr)						1
Peak Hour Factor	0.90	0.90	0.93	0.93	0.94	0.94
Heavy Vehicles (%)	0%	2%	1%	1%	0%	0%
Adj. Flow (vph)	198	1688	1449	196	232	174
Shared Lane Traffic (%)						
Lane Group Flow (vph)	198	1688	1449	196	232	174
Turn Type	Prot	NA	NA	Perm	Prot	Free
Protected Phases	5	2	6		4	
Permitted Phases		4		6		Free
Detector Phase	5	2	6	6	4	
Switch Phase						
Minimum Initial (s)	6.0	23.0	23.0	23.0	8.0	
Minimum Split (s)	16.0	29.0	29.0	29.0	21.5	
Total Split (s)	25.0	130.0	105.0	105.0	30.0	
Total Split (%)	15.6%	81.3%	65.6%	65.6%	18.8%	
Yellow Time (s)	3.5	4.5	3.2	3.2	3.2	
All-Red Time (s)	2.5	1.5	2.3	2.3	2.3	
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	
Total Lost Time (s)	4.0	4.0	3.5	3.5	4.0	
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Recall Mode	None	C-Max	C-Max	C-Max	None	
Act Effct Green (s)	16.3	160.0	114.8	114.8	17.4	160.0
Actuated g/C Ratio	0.10	1.00	0.72	0.72	0.11	1.00
v/c Ratio	0.55	0.48	0.57	0.16	0.61	0.11
Control Delay	74.1	0.5	12.5	1.4	74.8	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	74.1	0.5	12.5	1.4	74.8	0.1
LOS	E	A	B	A	E	A
Approach Delay		8.2	11.1		42.8	
Approach LOS		A	B		D	

Lanes, Volumes, Timings  
 1: US 278 & Mall Blvd (Shelter Cove Center)

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Queue Length 50th (ft)	103	0	350	0	121	0
Queue Length 95th (ft)	144	0	485	27	164	0
Internal Link Dist (ft)		405	1185		380	
Turn Bay Length (ft)	500			500		
Base Capacity (vph)	459	3539	2563	1202	569	1595
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.43	0.48	0.57	0.16	0.41	0.11

Intersection Summary

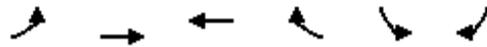
Area Type:	Other
Cycle Length:	160
Actuated Cycle Length:	160
Offset:	0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green
Natural Cycle:	70
Control Type:	Actuated-Coordinated
Maximum v/c Ratio:	0.61
Intersection Signal Delay:	13.0
Intersection LOS:	B
Intersection Capacity Utilization	59.0%
ICU Level of Service	B
Analysis Period (min)	15

Splits and Phases: 1: US 278 & Mall Blvd (Shelter Cove Center)



Lanes, Volumes, Timings  
2: US 278 & Shelter Cove NE

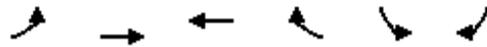
7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	56	1739	1519	104	67	41
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150			150	0	150
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Ped Bike Factor				0.98	1.00	0.98
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1805	3539	3574	1615	1805	1615
Flt Permitted	0.132				0.950	
Satd. Flow (perm)	251	3539	3574	1575	1800	1581
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				111		58
Link Speed (mph)		45	45		25	
Link Distance (ft)		1235	500		495	
Travel Time (s)		18.7	7.6		13.5	
Confl. Peds. (#/hr)	3			1	1	3
Peak Hour Factor	0.94	0.94	0.94	0.94	0.71	0.71
Heavy Vehicles (%)	0%	2%	1%	0%	0%	0%
Adj. Flow (vph)	60	1850	1616	111	94	58
Shared Lane Traffic (%)						
Lane Group Flow (vph)	60	1850	1616	111	94	58
Turn Type	Perm	NA	NA	Perm	Prot	Perm
Protected Phases		4	8		6	
Permitted Phases	4			8		6
Detector Phase	4	4	8	8	6	6
Switch Phase						
Minimum Initial (s)	30.0	30.0	30.0	30.0	16.0	16.0
Minimum Split (s)	36.0	36.0	36.0	36.0	21.5	21.5
Total Split (s)	136.0	136.0	136.0	136.0	24.0	24.0
Total Split (%)	85.0%	85.0%	85.0%	85.0%	15.0%	15.0%
Yellow Time (s)	4.5	4.5	4.5	4.5	3.2	3.2
All-Red Time (s)	1.5	1.5	1.5	1.5	2.3	2.3
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	0.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	5.5
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	C-Max	C-Max	C-Max	C-Max	None	None
Act Effct Green (s)	134.0	134.0	134.0	134.0	18.0	16.5
Actuated g/C Ratio	0.84	0.84	0.84	0.84	0.11	0.10
v/c Ratio	0.29	0.62	0.54	0.08	0.46	0.27
Control Delay	6.7	5.6	4.7	0.5	74.3	17.6
Queue Delay	0.0	0.2	0.0	0.0	0.0	0.0
Total Delay	6.7	5.8	4.7	0.5	74.3	17.6
LOS	A	A	A	A	E	B
Approach Delay		5.9	4.4		52.7	
Approach LOS		A	A		D	

Lanes, Volumes, Timings  
 2: US 278 & Shelter Cove NE

7/14/2015

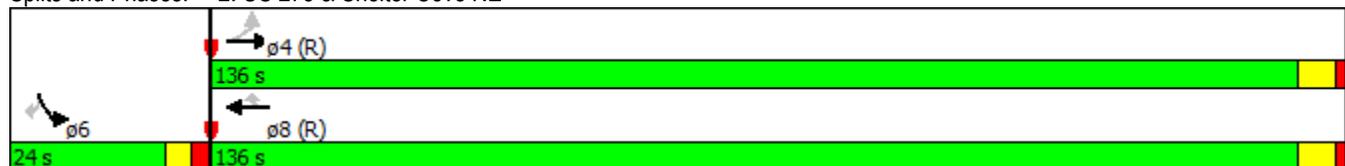


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Queue Length 50th (ft)	11	276	210	0	94	0
Queue Length 95th (ft)	29	356	272	10	121	24
Internal Link Dist (ft)		1155	420		415	
Turn Bay Length (ft)	150			150		150
Base Capacity (vph)	209	2963	2993	1336	225	234
Starvation Cap Reductn	0	402	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.29	0.72	0.54	0.08	0.42	0.25

Intersection Summary

Area Type:	Other
Cycle Length:	160
Actuated Cycle Length:	160
Offset:	24 (15%), Referenced to phase 4:EBTL and 8:WBT, Start of Green
Natural Cycle:	60
Control Type:	Actuated-Coordinated
Maximum v/c Ratio:	0.62
Intersection Signal Delay:	7.1
Intersection LOS:	A
Intersection Capacity Utilization	68.1%
ICU Level of Service	C
Analysis Period (min)	15

Splits and Phases: 2: US 278 & Shelter Cove NE





# TOWN OF HILTON HEAD ISLAND

## *Community Development Department*

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Teri B. Lewis, AICP, *LMO Official*  
**FROM:** Heather L. Colin, AICP, *Development Review Administrator*  
**CC:** Charles Cousins, AICP, *Community Development Director*  
**DATE:** July 16, 2015  
**SUBJECT:** Shelter Cove Towne Centre Apartments – Land Swap  
Proposed Ordinance No. 2015-20

---

### **Recommendation:**

Recommend approval of the exchange of real property with Shelter Cove Towne Centre (SCTC), LLC and Shelter Cove II, LLC as outlined in Addendum #1 of that Certain Amended and Restated Development Agreement.

### **Summary:**

Addendum #1 of that Certain Amended and Restated Development Agreement with Shelter Cove Towne Centre, LLC (The Mall Redevelopment Agreement) contemplates the exchange of real property wherein the property conveyed to SCTC will be developed into multi-family dwelling units and the property conveyed to the Town to allow for future uses, such as an expansion of Shelter Cove Community Park.

### **Background:**

In consideration of SCTC conveying property to the Town and the possible expansion of the Community Park as part of the continued redevelopment of the Mall at Shelter Cove, the Town has agreed to convey a portion of its property to SCTC to be developed and utilized as multi-family dwelling units upon certain conditions and restrictions. These restrictions will be approved via a separate Ordinance.

**AN ORDINANCE OF THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE SALE OF REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, TO SHELTER COVE II, LLC, IN EXCHANGE FOR LAND TO BE CONVEYED TO THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA AND OWNED BY SHELTER COVE II, LLC, IN CONJUNCTION WITH ADDENDUM #1 TO THAT CERTAIN AMENDED AND RESTATED DEVELOPMENT AGREEMENT, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. § 5-7-40 (SUPP. 2011), AND § 2-7-20, CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**LEGISLATIVE FINDINGS**

WHEREAS, the Town of Hilton Head Island, South Carolina (the “Town”) is the owner of certain real property located on Hilton Head Island and known as a portion of Beaufort County Tax Map # R520-012-00C-0002-0000, more particularly described as follows:

That certain piece, parcel or tract of land, being 4.44 acres, more or less, and shown and designated as “Multi-Family Site #2” on that certain Alternate Concept Plan – Study Two for Shelter Cove Towne Centre Apartments, dated July 1, 2015, a copy of which is attached hereto as Exhibit “A”.

(hereinafter referred to as “Town Parcel”); and,

WHEREAS, Shelter Cove II, LLC (“Developer”) is the owner of certain real property located on Hilton Head Island and known as a portion of Beaufort County Tax Map # R520-012-00B-0082-0000, more particularly described as follows:

That certain piece, parcel or tract of land, shown and designated as “Proposed Community Park Expansion” on that certain Alternate Concept Plan – Study Two for Shelter Cove Towne Centre Apartments, dated July 1, 2015, a copy of which is attached hereto as Exhibit “A”.

(hereinafter referred to as “Developer Parcel”); and,

WHEREAS, contemporaneously with the adoption of this Ordinance, the Town is adopting an Ordinance approving the execution and recording of Addendum #1 to that certain

Amended and Restated Development Agreement (“Addendum”), by and between the Town, Shelter Cove Towne Centre, LLC, and Shelter Cove II, LLC; and,

WHEREAS, the Addendum contemplates that the Town and Developer will exchange ownership of the Town Parcel and the Developer Parcel through the execution, delivery, and recording of deeds, and will take other and further actions as described in the Addendum and the Exchange Agreement attached to the Addendum as Exhibit “D”; and,

WHEREAS, the Town Council for the Town of Hilton Head Island, South Carolina, has determined that it is in the best interests of the Town to approve the exchange of property as mentioned herein above, and to authorize the Mayor and/or Town Manager to take such further and other actions as may be necessary to effectuate the above exchange of property, so long as such exchange is in substantial conformance with the Concept Plan attached hereto as Exhibit “A” and the Addendum; and,

WHEREAS, under the provisions of S.C. Code Ann. § 5-7-40 (SUPP. 2011) and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983), the conveyance or granting of an interest in real property owned by the Town of Hilton Head Island must be authorized by Ordinance.

**NOW THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF THE SAID COUNCIL, AS FOLLOWS:**

***Section 1.*** Execution and Acceptance of Deeds.

- (a) The Mayor and/or Town Manager are hereby authorized to (i) execute and deliver a deed, and (ii) accept a deed, evidencing the aforementioned exchange of property so long as such exchange is in substantial conformance with the Concept Plan attached hereto as Exhibit “A” and the Addendum; and

(b) The Mayor and/or Town Manager are hereby authorized to take such other and further actions as may be necessary to complete the transactions contemplated herein and as authorized hereby.

**Section 2.** Severability.

If any section, phrase, sentence or portion of this Ordinance is, for any reason, held or deemed to be invalid or unconstitutional by any court of competent jurisdiction, then such section, phrase, sentence or portion shall be deemed a separate, distinct and independent provision and shall not affect the remaining portion thereof.

**Section 3.** Effective Date.

This Ordinance shall become effective upon adoption thereof by the Town Council for the Town of Hilton Head Island, South Carolina.

**PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS \_\_\_ DAY OF \_\_\_\_\_, 2015.**

\_\_\_\_\_  
David Bennett, Mayor

ATTEST:

\_\_\_\_\_  
Victoria L. Pfannenschmidt, Town Clerk

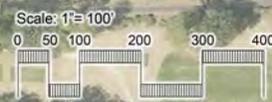
First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Approved as to form: \_\_\_\_\_  
Gregory M. Alford, Town Attorney

Introduced by Council Member: \_\_\_\_\_

**EXHIBIT "A"**



Document is preliminary and subject to change.

# SHELTER COVE TOWNE CENTRE APARTMENTS

## ALTERNATE CONCEPT PLAN - STUDY TWO

HILTON HEAD ISLAND, SOUTH CAROLINA  
JULY 1, 2015



BLANCHARD  
& CALHOUN  
COMMERCIAL



PO Box 23949 | Hilton Head Island, SC 29925  
843.681.6618 | Fax 843.681.7086 | www.woodandpartners.com



# TOWN OF HILTON HEAD ISLAND

## *Community Development Department*

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Teri B. Lewis, AICP, *LMO Official*  
**FROM:** Heather L. Colin, AICP, *Development Review Administrator*  
**CC:** Charles Cousins, AICP, *Community Development Director*  
**DATE:** July 16, 2015  
**SUBJECT:** Shelter Cove Towne Centre Apartments – Establishment of Covenants and Restrictions  
Proposed Ordinance No. 2015-21

---

### **Recommendation:**

Recommend approval of the establishment, execution, and recording of Covenants and Restrictions on Town owned property.

### **Summary:**

Addendum #1 of that Certain Amended and Restated Development Agreement with Shelter Cove Towne Centre, LLC (The Mall Redevelopment Agreement) contemplates the exchange of real property wherein the property conveyed to SCTC will be developed into multi-family dwelling units and that the multi-family units must remain apartments.

### **Background:**

In consideration of SCTC conveying property to the Town and the possible expansion of the Community Park as part of the continued redevelopment of the Mall at Shelter Cove, the Town has agreed to convey a portion of its property to SCTC to be developed and utilized as multi-family dwelling units upon certain conditions and restrictions. Specifically, the parties have agreed that these multi-family units are to remain apartments and cannot be converted into condominiums, they will not be rented for terms less than twelve (12) months and that tenants may not sub-let the units. In order to place these restrictions upon the property, a Declaration of Covenants and Restrictions must be executed and recorded prior to the Town's conveyance of the property.

**AN ORDINANCE OF THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE ESTABLISHMENT OF COVENANTS AND RESTRICTIONS ON REAL PROPERTY IN CONJUNCTION WITH ADDENDUM #1 TO THAT CERTAIN AMENDED AND RESTATED DEVELOPMENT AGREEMENT, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. § 5-7-40 (SUPP. 2011), AND § 2-7-20, *CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.***

**LEGISLATIVE FINDINGS**

WHEREAS, the Town of Hilton Head Island, South Carolina (the “Town”) is the owner of certain real property located on Hilton Head Island and known as a portion of Beaufort County Tax Map # R520-012-00C-0002-0000, more particularly described as follows:

That certain piece, parcel or tract of land, being 4.44 acres, more or less, and shown and designated as “Multi-Family Site #2” on that certain Alternate Concept Plan – Study Two for Shelter Cove Towne Centre Apartments, dated July 1, 2015.

(hereinafter referred to as “Multi-Family Site #2”); and,

WHEREAS, contemporaneously with the adoption of this Ordinance, the Town is adopting an Ordinance approving the execution and recording of Addendum #1 to that certain Amended and Restated Development Agreement (“Addendum”), by and between the Town, Shelter Cove Towne Centre, LLC, and Shelter Cove II, LLC; and,

WHEREAS, the Addendum contemplates that the Town will convey Multi-Family Site #2 to Shelter Cove II, LLC (“Developer”) in exchange for property to be conveyed to the Town; and

WHEREAS, the Developer will develop multi-family dwelling units on the Multi-Family Site #2 subject to certain restrictions as agreed upon between the Developer and the Town; and

WHEREAS, the Town Council for the Town has determined that it is in the best interests of the Town to record and establish a Declaration of Covenants, Restrictions, and Limitations in a substantially similar form as attached hereto as Exhibit “A”; and,

WHEREAS, under the provisions of S.C. Code Ann. § 5-7-40 (SUPP. 2011) and § 2-7-20, *Code of the Town of Hilton Head Island , South Carolina*, (1983), the disposition of an interest in real property owned by the Town of Hilton Head Island must be authorized by Ordinance.

**NOW THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF THE SAID COUNCIL, AS FOLLOWS:**

***Section 1.*** Establishment of Covenants and Restrictions:

- (a) The Mayor and/or Town Manager are hereby authorized to execute and deliver a Declaration of Covenants, Restrictions, and Limitations, or a document substantially similar in form and substance to that, which is attached hereto as Exhibit “A”; and
- (b) The Mayor and/or Town Manager are hereby authorized to take such other and further actions as may be necessary to complete the transactions contemplated herein and as authorized hereby.

***Section 2.*** Severability.

If any section, phrase, sentence or portion of this Ordinance is, for any reason, held or deemed to be invalid or unconstitutional by any court of competent jurisdiction, then such section, phrase, sentence or portion shall be deemed a separate, distinct and independent provision and shall not affect the remaining portion thereof.

***Section 3.*** Effective Date.

This Ordinance shall become effective upon adoption thereof by the Town Council for the Town of Hilton Head Island, South Carolina.

**PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN  
OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS \_\_\_ DAY OF  
\_\_\_\_\_, 2015.**

\_\_\_\_\_  
David Bennett, Mayor

ATTEST:

\_\_\_\_\_  
Victoria L. Pfannenschmidt, Town Clerk

First Reading: \_\_\_\_\_

Second Reading:\_\_\_\_\_

Approved as to form: \_\_\_\_\_  
Gregory M. Alford, Town Attorney

Introduced by Council Member:\_\_\_\_\_

**EXHIBIT "A"**



## Property Description

Section 1.1: The Property: The real property ("the Property") which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these Covenants, is described as follows:

[Legal description to be inserted upon completion of survey]

## PART TWO LAND USE RESTRICTIONS

### ARTICLE II: General Land Use Restrictions and Obligations

Section 2.1: Restrictions on Converting Apartments to Condominiums. In the event any apartments are erected, constructed, or otherwise built on or within the Property, said apartments shall not be converted into condominiums in any manner.

Section 2.2: Restrictions on Rentals of Apartments for Less than Twelve Months per Lease. In the event any apartments are erected, constructed, or otherwise built on or within the Property, the owner(s) of any apartment(s) shall not execute or enter into any lease(s) with a term for less than twelve (12) months per lease. In the event that such a lease is executed or entered into, said lease shall be considered void and of no legal effect.

Section 2.3: Restrictions on Sub-Letting of Apartments by Tenants. In the event any apartments are erected, constructed, or otherwise built on or within the Property, the tenant(s) of any apartment(s) shall not lease or sub-let the apartment(s) to any third parties.

Section 2.4: Restrictions on Timeshares and Interval/Fractional Ownership. There shall not be any timesharing, interval ownership, or fractional ownership occurring in or about the Property, in connection with any apartments or other dwellings or structures erected, constructed or otherwise built on or within the Property.

## PART THREE GENERAL

### Article III: General Provisions

Section 3.1: Duration of Covenants. All covenants, restrictions and affirmative obligations set forth herein shall run with the land and shall be binding on all parties and persons claiming under them.

Section 3.2: Remedies in the Event of Violation or Breach. In the event of a violation or breach of any of the restrictions contained herein by grantee, its agents, successors or assigns, Declarant shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event, and Declarant shall have the right to recover all costs and expenses of suit in such action, including reasonable attorneys' fees and costs whether or not incurred in conjunction with appellate proceedings.

Section 3.3: Severability and Rule Against Perpetuities. The invalidation by any court of any restrictions of these Covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect. If any provisions of this Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions contained herein and imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law or until twenty-one (21) years after the death of the last survivor of the now living descendants of former President George W. Bush and the original Owner of the Property.

Section 3.4: Interoretation. In all cases, the provisions of this Declaration shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of the Property, which will carry out the intent of the Declarant as expressed in the recitals of these Covenants.

Contrary to the restrictive common law rule of construction, these Covenants shall by this Covenant be interpreted broadly to touch and concern the Property with recognition of modern economic, land use planning and real estate finance and development principles, theories and practices. It is the Declarant's intent, and all Owners who take subject to the Covenants, do covenant and agree, and are thereby estopped to deny, that any reserved right or function of the Declarant, and any other covenant condition, restriction or obligation within these Covenants is intended to promote the use and enjoyment of the Property, is intended to foster the creation, preservation or enhancement of economic or intangible values associated with the Property, and does touch and concern, benefit and burden and run with the Property.

The provisions of these Covenants shall be given full force and effect notwithstanding the existence of any zoning ordinance which allows a less restricted use of the Property.

Section 3.5: Enforcement by the Declarant. In addition to the foregoing, the Declarant shall have the right, but shall not be obligated, to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. Violators shall be obligated to reimburse the Declarant in full for its direct and indirect costs, including but not limited to legal fees incurred by the Defendant in maintaining compliance with these Covenants in the event the Declarant prevails in such proceedings.

