

MEETING AGENDA

The Town of Ridgeland

PLANNING COMMISSION

Monday, June 9, 2025, 5:30 P.M.

Town Hall, Council Chambers, 1 Town Hall, Ridgeland, SC 29936

STATEMENT OF MEDIA NOTIFICATION: "In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, all local media were duly notified of the time, date, place, and agenda of this meeting."

I. Call to Order: Pledge of Allegiance by Chairman Frankie Denmark

II. Roll Call

III. Approval of Minutes: May 12, 2025

IV. Old Business:

1. Proposed text amendment to the Town of Ridgeland Zoning Ordinance concerning revisions to Ordinance 03-2021, Section 5.11.1.C, "Landscape Standards" addressing tree protection and mitigation.

Planning Commissions role: Advisory to Council **Action needed:** Recommendation to Council

V. New Business:

- 1. The Applicant, Barry L. Johnson representing property owners Pepper Hall, LLC and Tickton Hall, Holdings, LLC is requesting the following items;
 - a) Joint Development Agreement by and among the Town of Ridgeland and Tickton Hall Investments, LLC, Euhaw Holdings, LLC, Tickton Holdings, LLC, and Pepper Hall, LLC relating to "Tickton Hall"
 - b) Zoning Designation (Special District Tickton Hall)

For properties located at 083-00-06-070, 083-00-06-080, 083-00-06-079, 083-00-06-071, 096-00-00-016, 096-00-00-026, 096-00-00-027, and 083-00-06-074.

Planning Commissions role: Advisory to Council.

Action needed: Comments re the Joint Development Agreement may be passed along to Council for consideration. Recommendation to Council re the Special District.

VI. Staff Comments:

- 1. Update from Staff Council's resolution instructing the Planning Commission to initiate an impact fee study, as well as formulate a capital improvement plan.
- VII. Commissioner's Comments
- VIII. Adjournment



MEETING MINUTES

The Town of Ridgeland

PLANNING COMMISSION

Monday, May 12, 2025, 5:30 P.M.

Town Hall, Council Chambers, 1 Town Hall, Ridgeland, SC 29936

STATEMENT OF MEDIA NOTIFICATION: "In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, all local media were duly notified of the time, date, place, and agenda of this meeting."

I. Call to Order: Pledge of Allegiance and Invocation by Chairman Denmark

Chairman Frankie Denmark

II. Roll Call

Commissioner Tenerowicz, Chairman Denmark, and Commissioner May were present. Commissioner Rodina and Commissioner Moore were absent.

III. Approval of Minutes: April 14, 2025

Motion to approve April 14, 2025, meeting minutes were made by Commissioner May and seconded by Commissioner Tenerowicz. Motion was unanimously approved.

IV. New Business:

1. Resolution of approval: Town of Ridgeland 2025 Comprehensive Plan Planning Director, Aaron Rucker, stated that we have been working on this since August 2024. It is now before the planning commission for recommending approval of the Comprehensive Plan to Council.1st Reading and 2nd public hearing by Town Council is anticipated to take place on Thursday, June 5, 2025, in Ridgeland's Town Hall Council Chambers. Bridget Callea, Benchmark Consulting, provided a presentation as an overview of where we were,

where we are, and where we are headed. She explained there have been some minor changes from the draft since the April 16th public meeting. These changes were based off the comments received at the meeting involving the Future Land Use Map (changed all conservation lands within map area to be "Restricted Development," adding labels to better identify boundaries of land use areas and confirmation the future land use map extended to the Town of Hardeeville, and adding airport impacts to future land use sections to help explain impacts. A map was also added showing potential areas for up-zoning.

Motion: Commissioner May made a motion to approve the resolution and present the draft of the Comprehensive Plan to Council for reading on June 5, 2025. Commissioner Tenerowicz seconded the motion. Motion passed unanimously.

V. Old Business:

1. Proposed text amendment to the Town of Ridgeland Zoning Ordinance concerning revisions to

Ordinance 03-2021, Section 5.11.1.C, "Landscape Standards" addressing tree protection and mitigation.

Staff explained the revision made to the draft thus far. Additional input was received from the planning commission as follows:

- Add the Clemson Ext. Invasive Species list to exempt those trees from protection.
- Add a triple fee penalty which is consistent with other ordinances
- Consider non-English speaking and/or reading residents
- Add growth and survivability to the end of sentence G in 10.1 General Provisions

Motion: Commissioner Tenerowicz made a motion to table until the June 9th planning commission meeting and the motion was seconded by Commissioner May.

VI. Public Comment Time (3 min)

Councilman Bill Fishburne provided the following input: page 2's 10 inches should be measured from overhang (this was a citation to a previous version.), removing the tree sampling survey, increasing the cost to mitigate a tree, and addressing tree pruning for utilities.

VII. Staff Comments

Impact Fee Study and Capital Improvement Plan is on the horizon. Resolution from the Town Council would come to Planning Commission anticipated in June/July. All development would be subjected to impact fees. This would not affect infill growth. Town Administrator, Dennis Averkin, stated that Ridgeland is one of the top three counties for growth in the nation, and we do not want to put the burden on our long-term residents.

VIII. Commission Member Comments

No additional comments.

IX. Adjournment

Motion to adjourn was made by Commissioner May and seconded by Commissioner Tenerowicz

Old Business

5.11.1.C TREE PROTECTION

5.11.1.C.1. Intent.

Pursuant to authority conferred by the South Carolina Code of Laws, to promote the public health, safety and general welfare; to reduce noise, heat and glare; to reduce air pollution; to prevent soil erosion; to improve surface drainage and minimize flooding; to prevent excessive and unsightly clearing of wooded tracts of land and to promote tree conservation and preservation; to ensure that noise, glare and other distractions of movement on one (1) area not adversely affect activity within other adjacent areas; to beautify and enhance improved and undeveloped land; to provide a protective physical and psychological barrier between pedestrians and traffic; to create special places that are inviting; to create a civic identity; to counteract the heat stand effect; to encourage energy and water conservation; to protect the wildlife habitat and sensitive ecosystems; to enhance real estate and economic values; to ensure that excessive tree cutting does not reduce property values; to minimize the cost of construction and maintenance of drainage systems necessitated by the increased flow and diversion of surface waters; to encourage the proliferation and replacement of trees on public and private property; and to allow trees to attain their natural shape and size while growing to maturity, the town council does hereby ordain and enact into law this tree protection chapter. The provisions herein shall not be interpreted to prohibit or unduly inhibit development of private property.

5.11.1.C.1(a). Definitions.

Protected Trees: Trees planted or retained to meet the requirements of the Ridgeland Zoning and Land Development Ordinances and any species of trees that are eight (8) inches or more in diameter at breast height (DBH) excluding Water Oaks (Quercus nigra) and those listed in the Clemson Extension's "Invasive Plant Pest Species of South Carolina."

Landmark Trees: All trees declared to be "landmark" trees per Section 45.11.1.C.5.

Silviculture: Involves the on-going cultivation and harvesting of pine or hardwood trees from a property which is conducted by a bona fide commercial silviculture operation and is consistent with silviculture Best Management Practices.

5.11.1.C.2. Clear Cutting Prohibited.

The clear cutting of trees by any person for the sole purpose of clearing land or offering land for sale shall be prohibited. Bona fide silviculture operations are exempt from this provision. There shall be a 1-year pause on all development permits for violation of the Town's clear-cutting ordinance.

5.11.1.C.3. Business licensing.

It shall be unlawful for any person who is being paid a fee for the business of planting, cutting, trimming, pruning, removing, or otherwise modifying trees within the Town of Ridgeland to conduct such business without first signing an affidavit stating that he/she has received and read the Tree Protection Ordinance and 1995 ANSI A300 Standards. Such affidavit shall be completed and submitted when making application for or renewing a Town of Ridgeland business license.

5.11.1.C.4. Protected Trees.

- (A) The following trees shall be considered "protected" by the Town of Ridgeland for the purposes of this ordinance:
 - (1) Trees planted or retained to meet the requirements of the Ridgeland Zoning and Land Development Ordinances.

- (2) All species of trees that are eight (8) inches or more in diameter at breast height (DBH) excluding those listed in 5.11.1.C.1(a). Definitions.
- (3) All trees declared to be "landmark" trees per Section <u>5.11.1.C.5</u>4 below.
- (B) On the lot of a single-family detached, single-family attached, or individually sited manufactured home, the following trees shall be exempt from the tree protection requirements of this ordinance:
 - (1) All trees in the proposed buildable area or driveway, excluding "landmark" trees.
 - (2) Up to twenty-five (25) percent of "protected" trees, excluding landmark trees, outside of the proposed buildable area or driveway.
 - (3) Pines (pinus), except Longleaf Pines (palustris), sweet gums (liquidamber styraciflua), Water Oaks, (Quercus nigra), wax myrtles (myrica cerifera), crepe myrtles (lagerstromia indica), and those listed in the Clemson Extension's "Invasive Plant Pest Species of South Carolina."
 - (4) Dead trees or trees badly damaged by accident, storm, fire, or infestation.
 - (5) Landmark trees per Section 5.11.1.C.5 within 10 feet of an existing or planned home foundation overhang.
- (C) On the lot of multi-family residential and nonresidential uses, the following trees shall be exempt from tree protection requirements of this ordinance; provided that in no instance shall there be fewer than twenty (20) trees per acre or less than twenty (20) trees per acre with a combined DBH greater than or equal to one hundred sixty (160) inches per acre retained.
 - (1) All trees in the proposed buildable area, driveway, or other required site improvements, excluding "landmark" trees and those protected trees located within required setback or buffer areas whichever is greater, not to exceed sixty-five (65) percent of the entire site.
 - (2) Pines (pinus) except Longleaf Pines (palustris), sweet gums (liquidamber styraciflua), wax myrtles (myrica cerifera), crepe myrtles (lagerstromia indica), and those listed in the Clemson Extension's "Invasive Plant Pest Species of South Carolina."
 - (3) Dead trees or trees badly damaged by accident, storm, fire, or infestation.

5.11.1.C.5 Landmark trees.

(A) The town hereby declares the following trees greater than or equal to the stated diameter at breast height to be "landmark trees" with the preservation standards provided above those for "protected trees."

SPECIES	COMMON NAME	DBH
Eastern Red Cedar	Juniperus virginiana	24"
Southern Magnolia	Magnolia grandiflora	24"
Live Oak	Quercus virginiana	24"
Laurel Oak	Quercus laurifolia	24"
Willow Oak	Quercus phellos	24"
Red Maple	Acer rubrum	24"
Bald Cypress	Taxodium distichum	24"
American Holly	Ilex opaca	10"
Flowering Dogwood	Cornus florida	8"
Hickory (except Pecan)	Carya	24"
Cabbage Palm	Sabal palmetto	12"
Longleaf Pine	Pinus palustris	10"
Savannah Holly	Ilex x attennata	10"

(B) All trees not listed above, but greater than thirty-six (36) inches in diameter at breast height and protected under this section, shall be considered "landmark" trees for the purposes of this ordinance.

5.11.1.C.6. Preservation of protected and landmark trees.

- (A) It shall be unlawful to cut or otherwise destroy a protected tree or landmark tree without first obtaining a tree removal permit or, for larger property development, a zoning-site work permit. Within individual properties or the area of the entire development site, no tree designated as a landmark tree shall be removed, cut or otherwise disturbed unless the Town Arborist determines that the tree is hazardous, in decline, diseased, infectious; the removal of the tree is necessary to maintain the appearance, health or vigor of the remaining trees or no other practical alternatives for reasonable use of the property exist. If a determination is made that certain healthy, protected or landmark trees may be removed, they shall be replaced in accordance with the requirements of section 5.11.1.C.8.
- (B) Unless specifically authorized by the <u>Planning staff and Town Arborist</u>, no person shall intentionally damage, cut, carve, transplant, or remove any protected or landmark tree; attach any signs with rope, wire, nails, or other contrivance to any protected or landmark tree; allow any substance which is harmful to such trees to come in contact with them or be placed within their drip line over pervious areas; or intentionally set fire or allow any fire to burn when such fire or the heat thereof will injure any portion of any protected tree or landmark tree.
- (C) The landowner/ developer shall ensure, to the extent practical, that site and land developments are planned, designed, and constructed to maximize retention of existing trees. Protected trees and especially landmark trees shall be located in common areas and in required buffers and yards to the extent practical.

5.11.1.C.7. Tree survey required for development.

7.1. General provisions.

- (A) The landowner/ developer shall document protected and landmark trees on the property proposed for development. Two (2) survey methods are provided herein. The landowner/ developer of property ten (10) acres or more in area shall have the option to utilize "standard" or "sampling" survey method for protected trees. Landmark trees shall always be surveyed using the standard method.
- (B) A required tree survey shall appear on all preliminary land development plans, site development plans, and any engineering and building site plans showing the installation and construction of improvements and structures.
- (C) Tree surveying shall not be required on tracts reserved for later phases or future development, on residual tracts of land, or in wetlands proposed to remain undisturbed.

7.2. Standard tree survey.

- (A) All protected and landmark trees shall be surveyed and graphically indicated on the appropriate development plan. The graphic indications shall be labeled by species and diameter at breast height.
- (B) Critical root zones and drip lines of protected and landmark trees should be surveyed and illustrated as well. In the absence of specific root zones and drip lines, the plan shall illustrate a graphical representation of the drip line, which shall be a circle centered at the trunk of the tree equal in feet to the diameter at breast height in inches. (e.g., a twenty-four-foot-diameter drip line shall encircle a tree labeled "twenty-four-inch live oak".)
- (C) The survey shall indicate those portions of critical root zones and drip lines of trees on abutting properties that overlap the subject property, to the extent that such drip lines and critical root zones can be determined from the vantage point of the property to be developed. This provision shall not authorize the trespass on other private property abutting the subject site.

(D) The development plan shall graphically indicate which trees are proposed to be removed, retained, and retained with pruning.

7.3. Tree sampling survey.

- (A) The intent of the tree sampling survey of protected trees is to relieve the landowner/ developer of the burden of a complete tree survey for all protected trees, which may be numerous, but to encourage the preservation of clusters of protected trees of greater value in a specific portion or section of a tract or in a natural state. Typically, those trees with greater value on a given site are mature, bottomland, and hardwood, while immature upland pines, other than protected Longleaf Pines, are of little value to the Town of Ridgeland. The planning commission will consider an immature upland pine forest absent from Longleaf Pines a suitable site for development.
- (B) The tree sampling survey of protected trees shall supplement the standard survey of landmark trees. The sampling survey shall indicate the type of groundcover present on each acre of property required to be surveyed. Sampling shall therefore occur once per acre, evenly distributed throughout the property. Groundcover types to be documented on the appropriate development plan include, but are not limited to "cleared," "sandy area," "scrub/shrub," "bottomland hardwood forest," "upland hardwood forest," "bottomland mixed forest," "upland mixed forest," "Longleaf Pine forestLongleaf Pine Forest/ savannah," and "marshland."
- (C) Forests shall be surveyed for predominant species types, approximate average age, approximate average tree diameter at breast height, and frequency or density of trees. The sample shall consider all trees, from immature trees to landmark trees. These findings shall be documented by sample and indicated on the development plan.
- (D) Forested areas shall be indicated on the plan via hatching or other graphic methods as whether they are proposed to be cleared or retained. The landowner/ developer shall tabulate the approximate number of trees in proposed cleared forests, which shall be the basis for the tree removal mitigation strategy set forth below.

5.11.1.C.8. Tree removal mitigation.

(A) A landowner/ developer shall propose a tree planting schedule to replace all protected and landmark trees cleared for property development as defined previously. Trees planted shall be proposed in landscaped buffers, common areas, road rights-of-way, and/or other portions of the developed site. To the extent practical, replacement trees shall be the same species and diversity as those removed and shall be suitable for Botanical Zone 8B (as suggested in Appendix I). The number and size of mitigation trees shall be in accordance with the table below.

Each Exiting Tree Removed	Will Be Replaced By	Replacement Tree Size	Replacement Value Calculation
1 tree, 8—16" DBH	3 trees	3" in Caliper	\$250
1 tree, over 16—24" DBH (excluding landmark trees	5 trees	4" in Caliper	\$500
1 tree, over 24—36" DBH (excluding landmark trees	5 trees	5" in Caliper	\$750
*All landmark trees	6 trees	6" in Caliper	\$ <u>3</u> 1000

All protected or landmark trees removed without an approved permit shall be mitigated at twice the requirement listed above.

(B) Existing trees, mitigation trees and/or planted buffer trees shall be applied towards the required minimum of twenty (20) trees per acre or less than twenty (20) trees with a combined DBH greater than or equal to one hundred sixty (160) inches per acre requirement.

(C) MITIGATION ALTERNATIVES:

In the case of residential lots that are part of a larger development of three or more units/ lots or on commercial properties where Town Staff has determined that all the required trees cannot be planted on site due to availability or spacing constraints, the remaining balance of trees may either be planted on public properties using the Tree Bank or Tree Replacement Fund alternative. For residential development of less than three lots that are not part of a larger development where Town Staff has determined that site constraints result in the inability to provide for all the required trees, as many trees as practicable must be planted on the site and no further mitigation is required.

A. Tree Bank

- 1. The tree bank site location shall be in the same planning area of the Town as the project site. (Town Staff has final authority to determine site location).
- 2. Each tree bank tree must be 3-inch caliper size at a minimum.
- All tree bank trees must be long-lived, hardy, native or naturalized, and compatible with local conditions, with good aesthetic value, healthy, and disease and pest free and approved by Town Staff.
- 4. To prevent a monoculture among plantings, the town shall require a diversity in the trees planted. Depending on the number of trees planted, there shall be a diversity of the plantings as follows:
 - 5 to 10 trees: minimum 2 types of trees to be planted;
 - 10 to 20 trees: minimum 4 types of trees to be planted;
 - 20 to 100 trees: minimum 7 types of trees to be planted;
 - Greater than 100 trees: minimum 10 types of trees to be planted.
- 5. All tree bank trees are to be guaranteed for 1 full year after planting. Any trees that die within this time period must be replaced by the landowner/ developer and/or permitee.

Tree Replacement Fund: If the tree banking alternative is not desirable, then the tree replacement fund is the alternative to meet tree density requirements. If constraints result in the inability to use the Tree Bank alternative, then the installed cost of the remaining balance of required trees must be contributed to the Tree Replacement Fund. The following criteria must be observed:

- 6. In cases where any or all replacement trees cannot be adequately accommodated on a site, the landowner/ developer/owner shall, in lieu of planting the trees, pay a fee to the town.
- 7. The required replacement fee shall be the total cost to plant the balance of trees that were unable to be planted to satisfy the site density requirement or recompense tree requirements. This fee will be based on the Replacement Value Calculation in the above table installed to the American Association of Nurserymen standards.

Revenue collected in this fund shall be placed in a separate account and be used solely to support tree planting for the beautification of public lands in the Town limits.

Tree Mitigation Cost Calculation

Healthy trees; any protected or landmark tree as herein defined - -take the cumulative sum of the diameter inches of all the trees, divide by 10, and multiply by the replacement value calculation in the table above_in Section 5.11.1.C.8 equals money to be paid into the Tree Replacement Fund.

(D) All newly planted vegetative material shall be guaranteed to meet American Standards for Nursery Stock at time of planting and for one year thereafter. Maintenance and replacement of damaged, destroyed, or dead plant materials shall be the responsibility of the property owner, or in the case of mitigation trees planted off-site, the responsibility of the landowner/ developer.

5.11.1.C.9. Tree protection measures during development.

The landowner/ developer shall take the following measures to protect retained trees during land disturbance, installation of improvements, construction, and other development activities.

- (A) Clear-cutting shall be prohibited. Clearing of a site for sale or development prior to application for preliminary land development plan approval or a zoning permit shall be prohibited (see also Section 5.11.1.C.2).
- (B) Protected trees scheduled to remain shall be protected against:
 - Unnecessary cutting, breaking, or skinning of roots;
 - (2) Skinning and bruising of bark;
 - (3) Smothering of trees by stockpiling construction or excavation materials within drip line and critical root zone;
 - (4) Burning of trash or debris within the drip line or critical root zone;
 - (5) Excessive foot or vehicular traffic;
 - (6) Parked vehicles within the drip line and critical root zone; and
 - (7) Grading, filling, ditching, or trenching, except as specifically provided herein.
- (C) If trees are wounded or stressed during construction, any wounds to the bark should be cleaned to sound wood by removing loose bark and wood, leaving a smooth edge around the wound.
- (D) Topsoil disturbance in the critical root zone and drip line of each tree will be limited to six (6) inches removed or six (6) inches added. Any soil added shall be a loamy soil mix to ensure compaction is minimized.
- (E) The landowner/ developer shall provide water and fertilizer to trees as required to maintain their health during construction work.
- (F) The landowner/ developer shall designate one (1) corridor for construction access on the development plan, preferably where the driveway or parking area will be located, and shall limit construction equipment access, material storage, fuel tanks, chemical or cement rinsing, vehicle parking and construction office locations to non-forested areas to the greatest extent practical.
- (G) No more than thirty (30) percent of the area within the drip line and critical root zone of the tree shall be disturbed for access to the construction site, installation of improvements or other construction, except as specifically approved by the planning commission or the design control committee on a development plan under its purview.
 - (1) The landowner/ developer shall submit documentation from a professional arborist that any disturbance beyond thirty (30) percent can be mitigated and that the tree will survive and remain healthy despite the intrusion.
 - (2) All segments of roots removed during development shall be severed clean and a two-inch layer of mulch shall be applied over the surface of remaining exposed roots during development.

- (H) The landowner/ developer shall erect temporary barricades at the drip lines of all trees or groups of trees, except where approved development plans propose installation of improvements or other construction per subsection (G), above.
 - (1) The barricade is to be at least three (3) feet high and shall be of adequate structure to prevent removal or failure by natural causes.



- (2) The barricade shall be posted as "tree protection zone" or similarly visibly designated. Orange fencing common to construction sites in the Lowcountry is recommended.
- (3) Nothing shall be stored within the barricades, including but not limited to construction material, machinery, chemical, or temporary soil deposits.
- (I) Any actions that cause the death or removal of trees during development for which approval was not received shall result in a violation of this ordinance AND shall necessitate mitigation for the loss of the tree.

5.11.1.C.10. Issuance of tree removal permits.

10.1. General provisions.

A person who seeks to remove a tree outside the context of property development shall apply for a tree removal permit, which shall be required to authorize the removal of the tree. The permit shall be authorized only for the following trees or conditions.

- (A) Trees that may threaten health or property.
- (B) Diseased or infectious trees and trees in decline.
- (C) Trees or their root systems causing visible damage to structures or areas used for pedestrian and vehicular traffic.
- (D) Trees or their root systems causing damage to areas used for pedestrians, vehicular movement, or underground utility lines.
- (E) Trees within road and utility rights-of-way and easements that cannot be properly pruned by the local utility company.
- (F) Trees on land actively managed for forestry and/or harvesting.
- (G) Managing trees to protect and encourage landmark trees growth and survivability.

10.2. Forest management.

- (A) Proper and routine forest management, including thinning and prescribed burns, is encouraged in Ridgeland for those properties owned for the prospect of harvesting timber and/or for conservation. The forest manager shall comply with this ordinance and shall seek a tree removal permit.
- (B) The applicant in receipt of a tree removal permit for forest management shall not be eligible to apply for preliminary land development plan approval or a zoning permit within two (2) years of the authorization date of the tree removal permit.

10.3. Permit review.

- (A) The person seeking to remove a protected tree shall submit a completed application form available from the Planning Department, together with the fee for review, to the Planning Department.
 - (1) The completed application shall include the name of the applicant, the name of the property owner of the tree, if different from the applicant, the addresses of each, and the reason(s) for proposed removal of the tree. A professional certification may be used to substantiate the reason for removal and may be submitted as part of the completed application.
 - (2) One (1) permit covers all trees proposed for removal in the application.
- (B) The Planning Department shall review the application and either approve or deny it within ten (10) business days.
 - (1) The Planning Department <u>and Town Arborist</u> shall be authorized by receipt of the application to visit the site as necessary to inspect for compliance with this section of the Zoning Ordinance.
 - (2) The Planning Department shall state in writing the reason(s) for denial. A denied application shall be eligible for appeal to the Ridgeland Board of Zoning Appeals.
- (C) The authorized permit shall be posted on the site at the road right-of-way during tree removal. The permit shall be valid for six (6) months after the date of issuance.

5.11.1.C.11. Tree pruning.

- (A) Maintenance pruning allows for the healthy uniform growth of a tree. Tree pruning promotes the health and natural growth of the tree. A tree's habit of growth must be considered ahead of time, and pruning must not interfere with any design intent or landscaping upon the tree's installation. Pruning shall be done in accordance with the guidelines of the International Society of Arboriculture as published in the Arborist Certification Guide.
- (B) The use of unnatural pruning techniques will be considered an unauthorized removal of a tree unless the tree is designated on approved landscape plan to be shaped or formed in an unnatural pattern or to be maintained at a certain height. Examples of unnatural pruning are topping, stubbing, dehorning, or lopping.
- (C) In the situation where a protected tree or its limbs present a potential hazard to real property, minimal pruning shall be allowed to prevent negative impacts on public and private property and to provide for public safety. In the case of a hazardous tree, removal may be allowed, per code.
- (D) No permit is necessary for pruning; however, improper pruning and pruning out of conformance with these provisions shall be a violation of this ordinance and shall necessitate mitigation of the tree's loss.
- (E) No more than ten-twenty (1020%) percent of the tree's leaf surface shall be removed.
- (F) Climbing spikes shall not be used on trees that are not being removed.
- (G) Property owners/utility companies have the burden of proving that they have met the above requirements.

Appendix I. Suggested Mitigation Trees

Scientific Name	Common Name
Acer rubrum	Red Maple
Betula nigra	River Birch
Carya illinoensis	Pecan
Carya species	Hickory
Celtis laevigata	Sugarberry
Cercis Canadensis	American Redbud
Comus florida	Flowering Dogwood
Cupressus x chamaecyparis	Leyland Cypress
Eriobotrya japonica	Loquat
Fagus grandifolia	American Beech
Fraxinus species	White, Carolina, Green Ash
Ginkgo biloba	Ginkgo
Gordonia lasianthus	Loblolly Bay
Ilex opaca	American Holly
llex vomitoria	Yaupon Holly
Ilex x attenuata	Fosters, Savannah Holly
Juniperus virginiana	Eastern Red Cedar
Lagerstroemia indica	Crepe Myrtle
Liriodendron tulipifera	Tulip Poplar
Magnolia grandiflora	Southern Magnolia
Nyssa slyvatica	Blackgum, Tupelo
Oxydendron arboretum	Sourwood
Pistacia chinensis	Chinese Pistache
Quercus acutissima	Sawtooth Oak
Quercus alba	White Oak
Quercus falcata	Southern Red Oak
Quercus laurifolia	Laurel Oak
Quercus lyrata	Overcup Oak
Quercus phellos	Willow Oak
Quercus prinus	Chestnut Oak
Quercus shumardii	Shumard Oak
Quercus stellate	Post Oak
Quercus virginiana	Live Oak
Sassafrass albidum	Sassafrass
Taxodium distichum	Bald Cypress
Ulmus parvifolia	Chinese Elm
Zelkova serrata	Japanese Zelkova



TICKTON HALL SPECIAL DISTRICT I FACT SHEET

Total Acreage: 1,424 acres (+/- 190 acres of potential wetlands & +/- 1,234 acres of

upland fields and forest)

Existing Zoning: Community Commercial (SC Highway 462) and Rural Preservation

Proposed Zoning: Special District (SD) in the Town of Ridgeland

Development Agreement Duration: 20 years (between 1,000 and 2,000 AC of Highland)

Development Agreement Extensions: By mutual consent of all parties

Development Agreement Modification: By mutual consent of all parties

Maximum Number of Units Allowed: 2,032 units (1.4 units per acre)

Minimum Open Space Required: 25%

Required Setbacks: SC Highway 462: 50'; Bolan Hall: 100'; Tickton Hall Road: 100';

OCRM Critical Line/ Euhaw Creek: 75' (Average)

Transect Types: TI-T2: 25% minimum overall and no max

T3: 30% min and no max (6 By-Right/ 8 TDR DU's per acre)
T4: no min and 40% max (8 By-Right/ 9 TDR DU's per acre)
T5: no min and 30% max (10 By-Right/ 15 TDR DU's per acre)

Prohibited Uses: Junkyards or auto salvage yards; Gambling facilities not authorized by law; Sexually-oriented businesses

Water: Community Wells (installed by the developer)

Sewer: Sewer Treatment Plant- Installed by the developer

Septic Systems: The first [120] homes will be served by Septic but will be required to convert. *By right, under RP-10 in Jasper County, more than 120 homes could be on septic*

...............................

permanently.

Commercial: There will be a small Village Center Commercial Area

Hamlet VIiiages or Settlements may occur in the vicinity of Euhaw Creek.

Townhomes (Single Family Attached) and Single Family Detached Units are allowed.

Multi-Family Units (Apartments) are NOT an allowed land use.

Tree Protection is more stringent than Town requirement (Example: No Live Oaks graded A, B, or C may be removed)

Street Trees are required on all streets {except alleys, service roads, and driveways) **Vinyl Siding** is not allowed (regardless of pending legislation).

TICKTON HALL ANNEXATION AND REZONING

TOWN OF RIDGELAND APRIL 14, 2025

INDEX OF SUBMITTAL ITEMS:

- 1 Annexation Petition dated (8-23-22) to exclude parcel 083-00-06-016
- 2. Special Development District/ Regional plan submittal application (dated 2-7-24 and amended 4-15-25 to remove parcel 083-00-06-016)
- 3. Development Agreement Draft (Revision dated 5-28-25)
- Conceptual Master Plan and Density Summary Draft dated (4-5-25)
 11XI7 hard copy included
- Special District Controlled Growth Sector (G2) (dated 4-8-25)
 - Narrative
 - -Supporting Exhibits



TOWN OF RIDGELAND SPECIAL DEVELOPMENT DISTRICT APPLICATION

Planning and Community Development P.O. Box 1119, or 1 Town Square Ridgeland, South Carolina 29936 Phone: 843-726-7516 FAX: 843-726-7525 www.ridgelandsc.gov



OFFICE USE C	ONLV DATE FILED:	APPLI	CATION NUMBER:	K PARTIES	ZONING D	ISTRICT:
	structions: Entries must be passing. If the applrcant is not t	• • •	• • •			
	equirements: Requirements must be submitted. Application		•	asis by planni	ing staff, in all cas	ses photos of the
	Section 6-29-1145 of the Sou , conflicts with, or prohibits		•	•	• •	corded covenant
Applicant Inf	ormation					
Applicant Na	me: Barry L Johnson, Esquire					
Applicant em	nail: Barry@jdpa.com		Applicant Phor	ne number:""(8	43) 815-1121	
	ailing Address:Johnson & Dav	ris, PA, Attn: Barry	L. Johnson, 10 Pinckn	ey Colony Road	d, Suite 200, Bluffto	n. S C 29909
Applicant Tit	le: Property Owner	Developer	Architect	Engineer	Contractor	
Property own	er Information:					-
Property Ow	ner Name; Pepper Hall, LLC	&Tickton Hall F	Holdings, LLC			
	nail:Barry@jd-pa.com		Applicant Phor			_
Applicant ma	ailing Address:Johnson & Dav	ris, PA. Attn; Barry	L. Johnson, 10 Pinckn	ey Colony Road	, Suite 200, Bluffto	n, S C 29909
PropertyAdd	ress(es):					
Property loca	tion:			6-079; 083-00	0-06-07; 096-00-0	00-016;
Parcel ID(sl:			0.00.00			
Acreage and	number of lots included in	map amendme	nt request: +/-l 4	24;8 total	lots I p rcels	
Direction	Jurisdiction (circle one)	Parcel IC	Acreage	Zoning	classification	Current use

Direction	Jurisdiction (circle one)	Parcel ID	Acreage	Zoning classification	Current use
North	Jasper County	084-00-01-001	10,454.85	POD - special district	vacant ; hunting; POD zoning
East	Q_a_sper C"ounJ:> Town of Ridgeland				Euhaw Creek
South	(. Jasper C ty Town of Ridgeland	Multiple properties	oned Ri	sidential and Rural	reservation
West	CJasperCounti) Town oJ Ridgeland	Hwy 462 multiple prOf and RP. Includes co	Ji&rties zo nimerciat:	ed Community comm1 rvices, and p1newooo	rcial, Industrial reqycling



TOWN OF RIDGELAND SPECIAL DEVELOPMENT DISTRICT APPLICATION

Planning and Community Development P.O. Box 1119, or 1 Town Square Ridgeland, South Carolina 29936 Phone: 843-726-7516 FAX: 843-726-7525

www.ridgelandsc.gov

Description of current use and proposed use: <u>Cu</u>	urrent use is agricultural and forestry. Proposed use
outlined in Special District - Regional plan	submittal.
water to the second sec	And the second s
400	
esignation of Agent [complete only Fowner Is r	not applicant)
, , , , , , , , , , , , , , , , , , ,	
L(wa) hare by appoint the server samed & Ann	slicant as my lour) agent to represent me (us) in this application
Tower nere by appoint the person fallied as App	clicant as my (our) agent to represent me (us) in this application.
Owner's Signbture	Date 0 1-27
I (We) certify that the following information in t	his application to correct.
Applicant's Signotur;	Date
(100)	A second le company (us) in this complexestions
(we) here by appoint the person named as Applicant as	my four) agent to represent me (43) in this application.
Owner's Signature	_ Date
(AA)	
I (We) certily that the following injurious in this applica	fion is correct.



"OO 1759" "053208250" 33000309

PEPPER HALL LLC

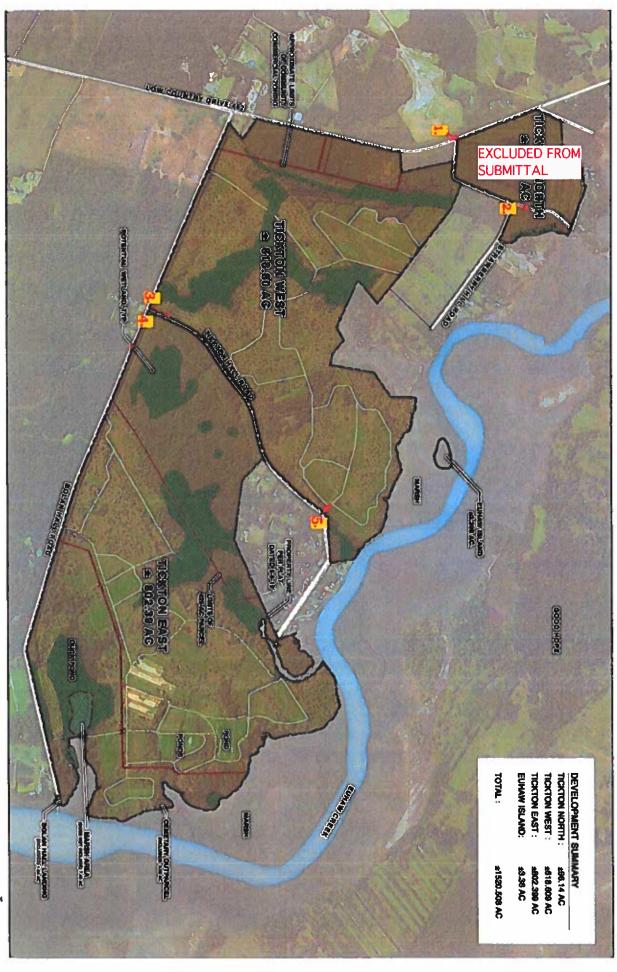
Town of Ridgeland

2/2/2024
Tickton Hall Investments, LLC - Town's Concept Plan

1769

16,810.20

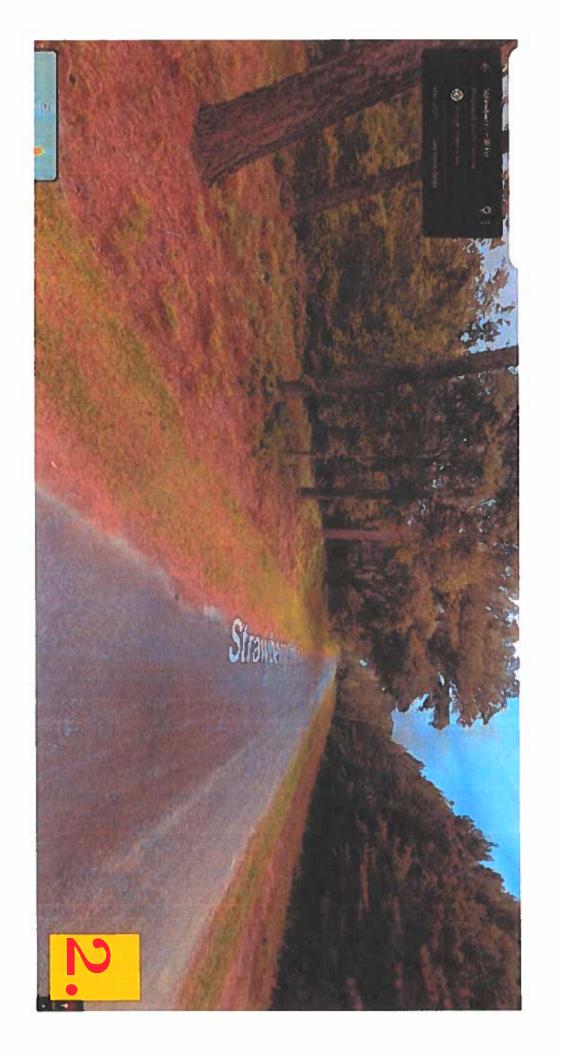
16,810.20

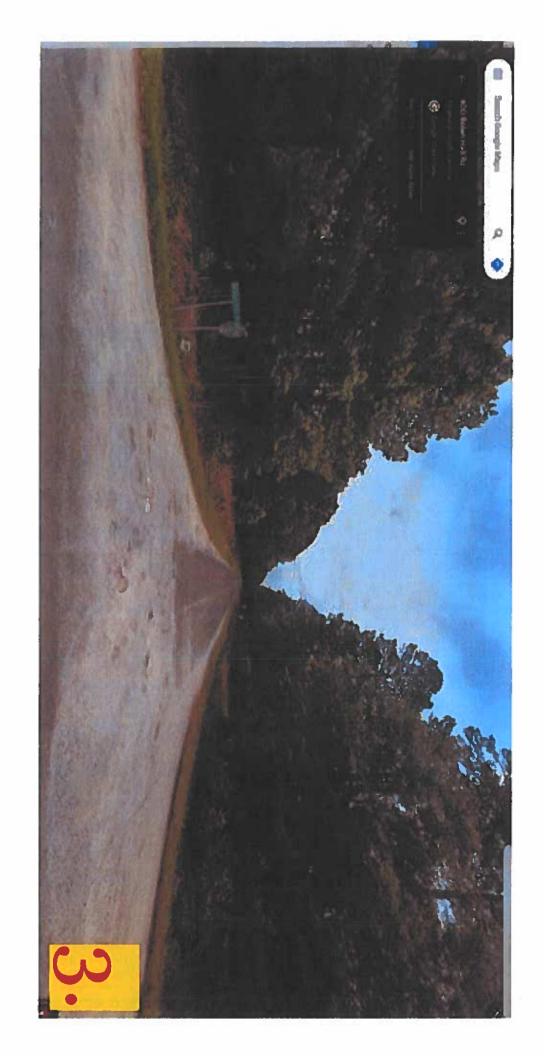


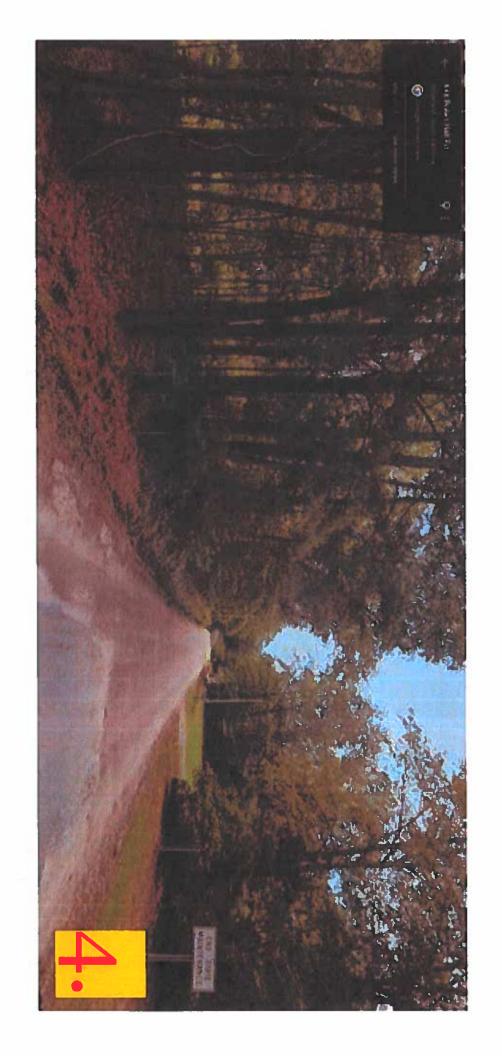
EXISTING CONDITIONS SITE PHOTOS

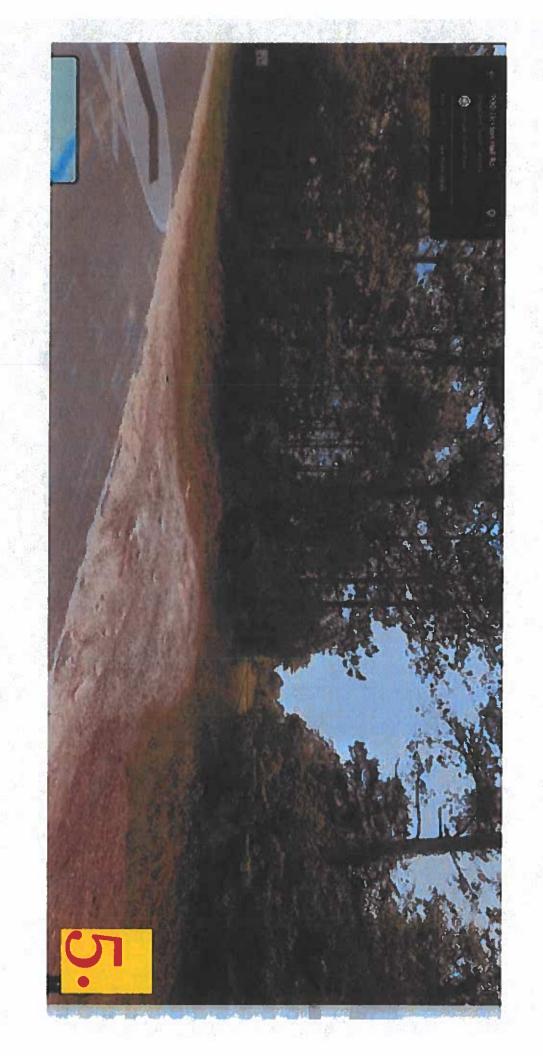


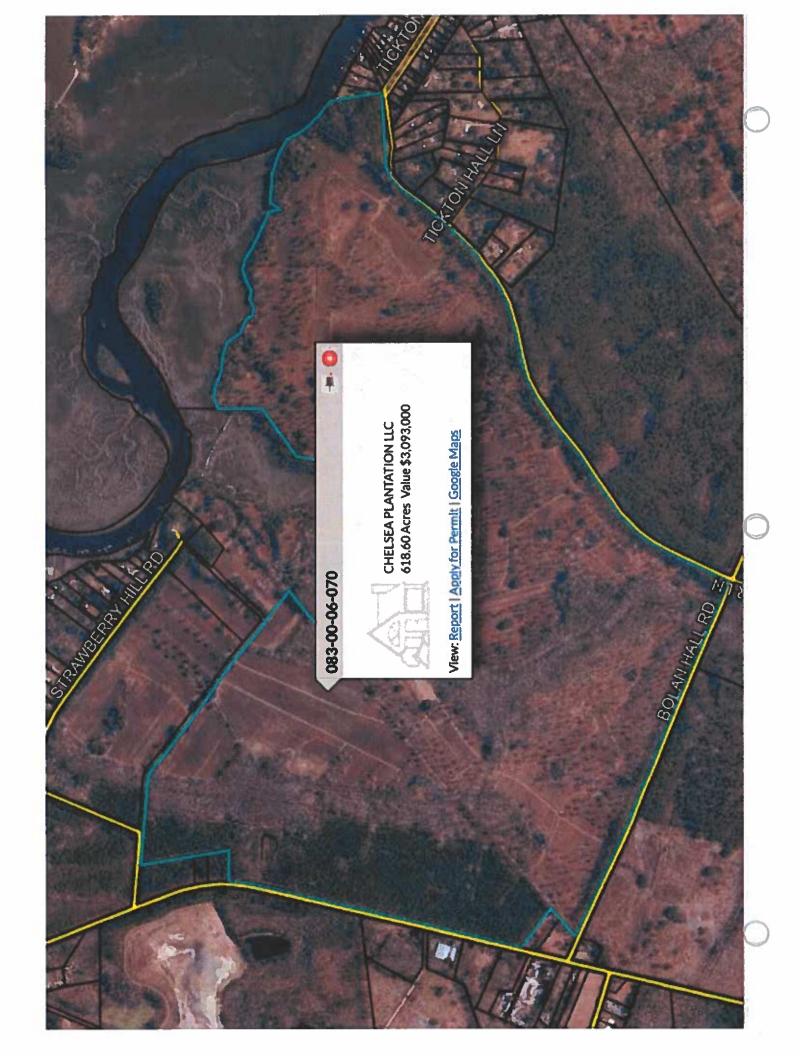


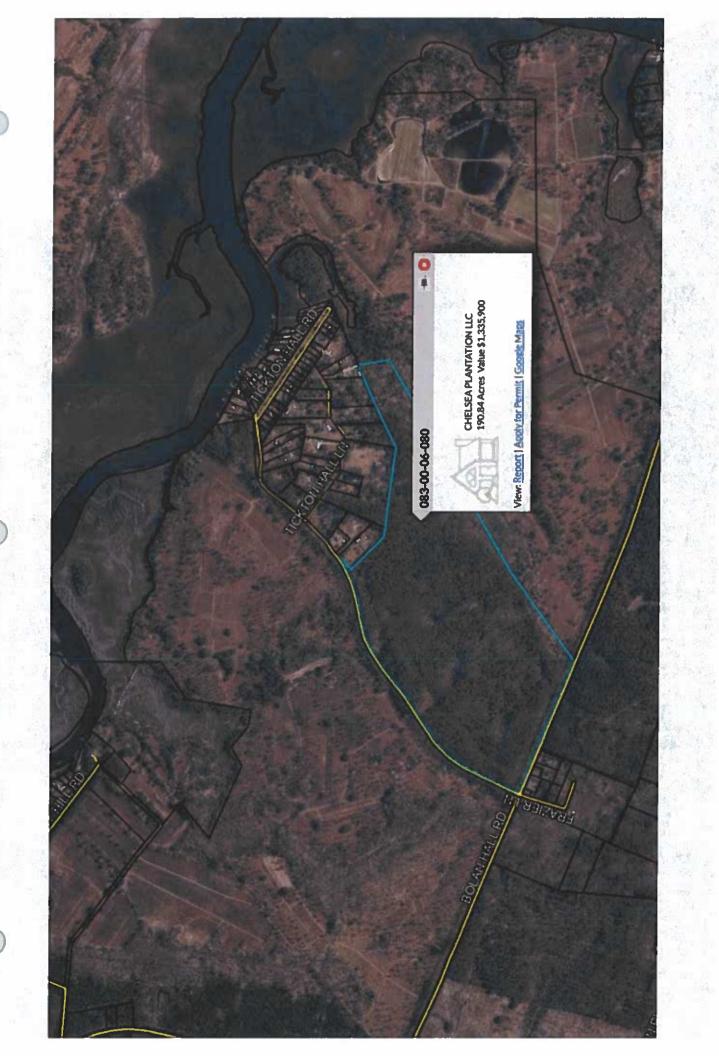




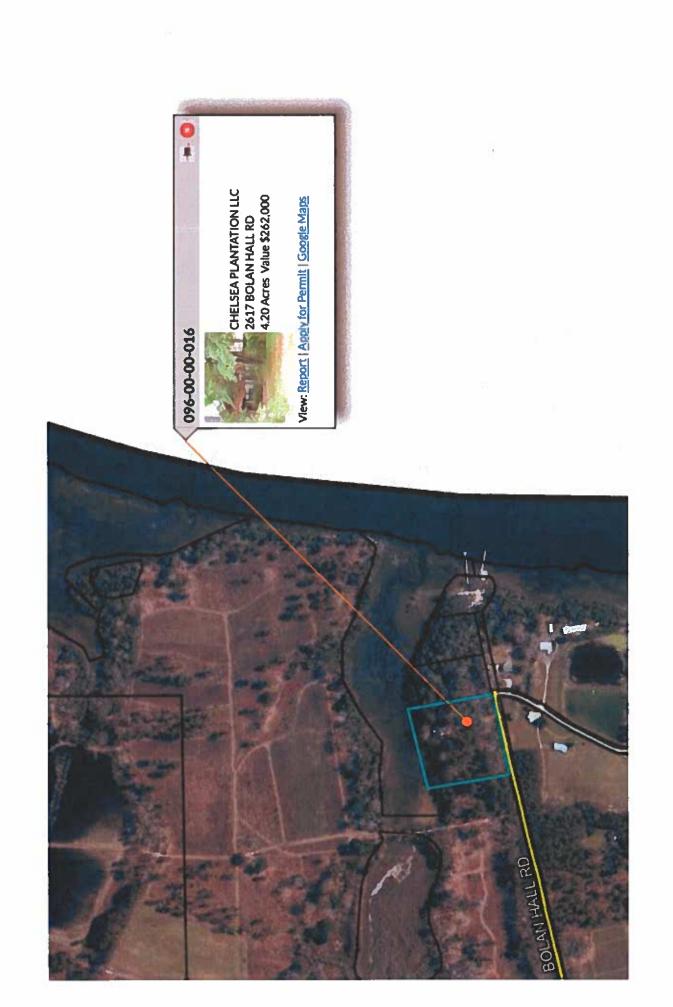






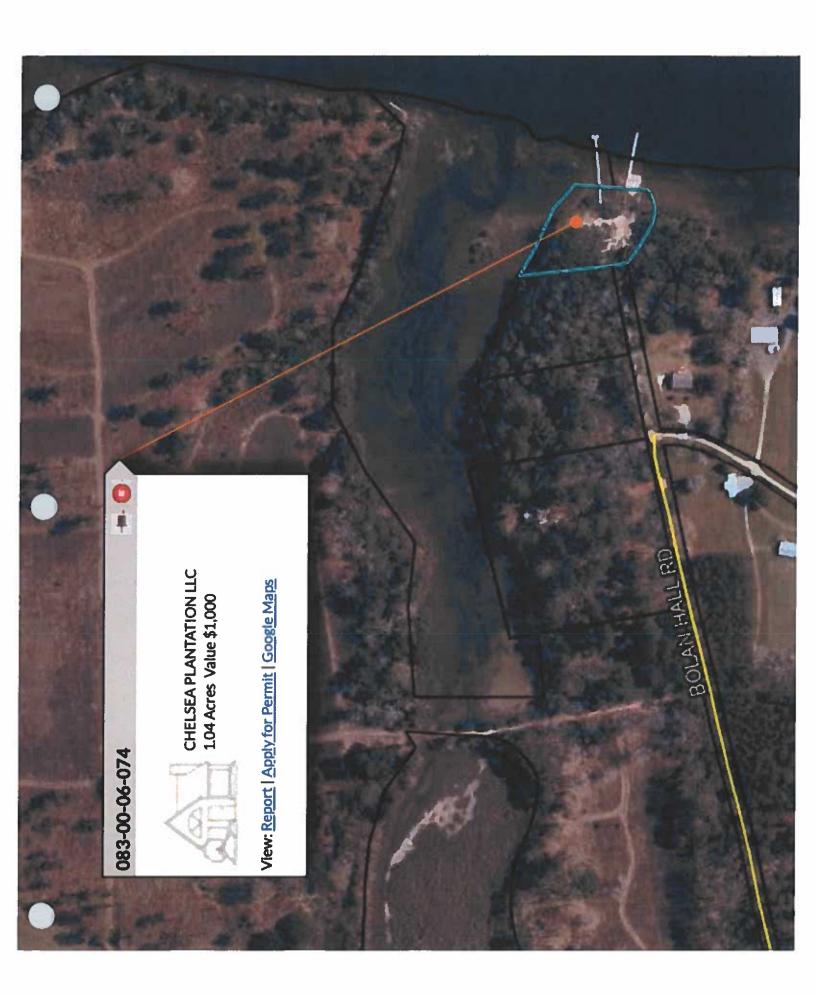












JOINT DEVELOPMENT AGREEMENT

BY AND AMONG

THE TOWN OF RIDGELAND, SOUTH CAROLINA

AND

TICKTON HALL INVESTMENTS, LLC, EUHAW HOLDINGS, LLC, TICKTON HALL HOLDINGS, LLCAND

PEPPER HALL, LLC

RELATING TO

"TICKTON HALL"

DRAFT - MAY 28, 2025

Prepared By:
Barry L. Johnson, Esq.
Johnson & Davis, PA
Attorneys at Law
The Victoria Building, Suite 200
Bluffton, South Carolina 29909

TABLE OF CONTENTS

		Page Number
Agreement and R	ecitals	
Section 1	Incorporation	0
Section 2	Definitions	Ö
Section 3	Term	Ö
Section 4	Development of Property	Ŏ
Section 6	Allowed Uses and Densities	Ŏ
Section 7	Restricted-Access Communities	Ŏ
Section 8	Effect of Future Laws. Changes to Zoning Regulations	Ŏ
Section 9	Infrastructure and Services	Ö
Section 10	Development Fees; Funds	Ö
Section 11	Permitting Procedures	Ö
Section 12	Owner and Developer Entitlements	Õ
Section 13	Compliance Reviews	0
Section 14	Defaults	Ō
Section 15	Modification of Agreement	0
Section 16	Notices	[]
Section 17	Enforcement	
Section 18	General	[]
Section 19	Statement of Required Provisions	[]
Signature Page		[]
	EXHIBIT SCHEDULE	
Exhibit A	Property Description	D
Exhibit B	Application for Special District Ordinance, Development	
	Agreement and Annexation Petition (Tickton Hall)	0
Exhibit C	Application for Special District Ordinance, Development	
	Agreement and Annexation Petition (Pepper Hall)	0
Exhibit D	Tickton Hall Special District Ordinance	
Exhibit E	Coastal Surveying Co., Inc. Plat of Survey	
Exhibit F	Jasper County Storm Water Ordinance	
Exhibit H	Bolan Hall Boat Landing Parcel Description	()
Exhibit I	Development Fee Schedule	()
Exhibit J	Town of Ridgeland SmartCode	<u>(1</u>
Exhibit K	Town of Ridgeland Tree Mitigation Ordinance	0
Exhibit L	[Utility Service Provider Commitment]	<u>O</u>
Exhibit M	[Utility Service Provider Commitment]	Ö
Exhibit N	[Utility Service Provider Commitment]	Q Q
Exhibit O	Form of Annual Review Compliance Certificate	()

STATE OF SOUTH CAROLINA) DEVELOPMENT AGREEMENT (TICKTON HALL DEVELOPMENT) TOWN OF RIDGELAND

This Development Agreement ("Agreement") is made and entered, effective as of
_______, 2024, by and among **Tickton Hall Investments, LLC, Euhaw Holdings, LLC,** Tickton Hall Holdings, LLC, and Pepper Hall, LLC (each an "Owner," collectively,
"Owners"), and the Town of Ridgeland, South Carolina ("Town")

RECITALS

WHEREAS, Tickton Hall Investments, LLC, Euhaw Holdings, LLC, Tickton Hall Holdings, LLC, and Pepper Hall, LLC is collectively as owner (s) of certain real property more fully described as the THI Parcel on the attached Exhibit A the property,

WHEREAS, for all purposes under this Agreement, the Property constitutes "Tickton Hall";

WHEREAS, Tickton Hall Investments, LLC, Euhaw Holdings, LLC, Tickton Hall Holdings, LLC, and Pepper Hall, LLC are each an applicant for the Special District Ordinance, Development Agreement and Annexation Petition through and with the Town ("THI Application"), a copy of which is attached to this Agreement as Exhibit B,

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

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

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

WHEREAS, the Act further authorizes local governments to enter development agreements with property owners to accomplish these and other goals as set forth in the Act;

WHEREAS, Owners intend to develop, or to cause or allow to be developed, Tickton Hall

as a mixture of uses, including, for example, residential, commercial, agricultural, hunting, mixed-use, recreational, conservation, and governmental.

WHEREAS, Owners desire to plan their properties in such a manner so as to relate to and reinforce the existing character and the current vision of the Town, to coordinate land use, to foster interconnectivity and embrace a mix of uses, and, thereby, reduce automotive vehicle miles traveled, while safeguarding the environment, by creating walkable, compact communities, so as to promote health benefits and a sense of community, to preserve and embrace natural and cultural resources, and to promote economic development for the benefit of the Town, but to ensure properties are independently developed;

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

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

WHEREAS, the Owners intend for their program for the Property's future development to serve as an unprecedented opportunity for the Town to secure quality planning and growth, to provide protection of the environment, and to strengthen and revitalize the tax base;

WHEREAS, this Agreement is being made and entered between the Owners and the Town under the terms of the Act, for the purpose of providing assurances to Owners that they may proceed with their development plans under this Agreement, consistent with its approved Tickton Hall Special District Ordinance (defined below), without encountering future changes in law that would materially and adversely affect the ability to develop under the approved development plan, and for the purpose of providing important protections to the natural environment, and long-term financial stability of, and a viable tax base for, the Town, for the purpose of providing certain funding and funding sources to assist the Town in meeting the public service and public infrastructure needs associated with developing the Property;

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, and for other good and valuable consideration, including the potential economic benefits to the Town and the Owners by entering this Agreement, and to encourage well-planned development by the Owners, the receipt and sufficiency of each consideration being acknowledged by the Town and the Owners individually and mutually, hereby agree as follows:

- 1. INCORPORATION. The above recitals are incorporated in this Agreement, together with the findings of the South Carolina General Assembly as set forth in the Act, specifically section 6-31-10(B).
- 2. **DEFINITIONS**. Each term used, but not defined, in this Agreement has the meaning ascribed to that term in the Tickton Hall Special District Ordinance, a copy of which being attached to this Agreement as **Exhibit D**. Otherwise, as used in this Agreement, each defined term has the meaning as described:

- "Act" means the South Carolina Local Government Development Agreement Act, as codified in South Carolina Code Annotated sections 6-31-10 through and including 6-31-160, as may be amended, at any time and from time to time.
 - "Adjacent Land" means any real property adjacent to Tickton Hall.
- "Administration/Planning Fund" means the Town's fund into which all Development Fees allocated for the Town's use for administration and planning are to be collected hereunder and deposited.
- "Agreement" means this Agreement, as it may be amended at any time and from time to time, according to this Agreement's requirements regarding amendment.
- "Association" means one or more property owners' associations established, or to-be-established, to maintain portions of Property.
- "Community Plan Approval Stage" means Community Plan Submittal, as defined in the Town's SmartCode or other Town Zoning Regulations.
 - "County" means Jasper County, South Carolina.
- "Developer" includes Owners and all permitted successors and/or permitted assigns in title and lessees, including Developers, of Owners who undertake Development of Property and who receive by written transfer from Owners portions of the Development rights, duties, and obligations under this Agreement.
- "Development" means the development of portions of Property as contemplated in the Tickton Hall Special District Ordinance, in this Agreement, and in the Zoning Regulations.
 - "Development Fees" has the meaning set forth in Section 10.1.1.
- "Development Rights" means the rights of Owners or Developers according to the Tickton Hall Special District Ordinance, this Agreement, and the Zoning Regulations.
- "Development Schedule" means the planning and guidance schedule of development of Property, as provided for in Section 5.
- "Development Summary Table" means a table, maintained by the Owners and the Town, detailing the number of units and/or square footage of development permitted to date, and the number of units and/or square footage remaining.
- "Downtown Development Fund" means the Town's fund into which all Development Fees related to downtown development, and which are collected under this Agreement are to be deposited.

"Euhaw Cemetery" is the site of the cemetery identified on the Plat of Survey, prepared by Coastal Surveying Co., Inc, Job No. 63,042 ALTA, certified by Michael R. Dunigan, S.C. P. L. S. #11905, dated 04/10/19, as further described on Exhibit E.

"Euhaw Cemetery Access Road" will be an access road for reasonable public ingress and egress from Bolan Hall Road to the Euhaw Cemetery, which will be designated by Owners (or the Developer) at the Community Plan Approval stage for those portions of Property which include Euhaw Cemetery and such access to it; provided, however, that the location, design, and pathway of the Euhaw Cemetery Access Road is subject to change and relocation by Owners (or a Developer), on approval of the Planning Commission according to South Carolina Code Annotated section 6-29-1110, et seq., and which Access Road shall be dedicated, by written, recorded instrument, to be available for public use for access to the Euhaw Cemetery regardless whether it traverses a Restricted-Access Community.

"Library Fund" means the Town's fund into which all Development Fees related to library expenditures, and which are collected under this Agreement are to be deposited.

"Jasper County Storm Water Ordinance" means that Ordinance, of which a copy appears at Exhibit F to this Agreement, which is adopted by the Town as its current Storm Water Best Practices Manual or any future updates.

"On-Site and Near-Site Road Improvements" include, as On-Site Road Improvements, the Euhaw Cemetery Access Road, and, as Community Plan Approvals proceed, may include other On-Site, and/or Near-Site Road Improvements as necessary for Development of Tickton Hall.

"Owner" or, collectively, "Owners" means:

Euhaw West (618.609 acres) - owned by Tickton Hall Holdings, LLC

Euhaw Island (3.360 acres) - owned by Tickton Hall Holdings, LLC

Parcel C (190.843 acres) of Euhaw East – owned by Tickton Hall Holdings, LLC

Parcel B (425.00 acres) of Euhaw East – owned in undivided interests by Pepper Hall, LLC (52%) and by Euhaw Holdings, LLC (48%

Parcel A (194.040 acres) of Euhaw East – owned by Tickton Hall Investments, LLC their permitted successors and/or permitted assigns, through which an interest in this Agreement is assigned, in writing.

"Parks Fund" means the Town's fund into which all Development Fees related to park expenditures, and which are collected under this Agreement are to be deposited.

"Police Fund" means the Town's fund into which all Development Fees related to police expenditures, and which are collected under this Agreement are to be deposited.

"Property" means those certain tracts of land described as the THI Parcel and the PH Parcel in **Exhibit A**, as may be amended by the Town, , and Owners, which may be partially assigned for ownership and/or purposes of Development according to this Agreement.

"School Fund" means the Town's fund into which the Development Fees related to school expenditures, and which are collected under this Agreement are to be deposited.

"Special District Ordinance" means the Zoning Regulations and Planned Unit Development (PDD) document for Tickton Hall as defined in Zoning regulations below.

"Tickton Hall Special District Ordinance" means the Tickton Hall Special District Ordinance for the Property approved by the Town simultaneous with the submission and approval of this Agreement and simultaneous with Property's annexation in the Town.

"Tickton Hall Regional Plan" means the Special District submitted by Owners and approved by the Town as part of the Tickton Hall Special District Ordinance simultaneous with the submission and approval of this Agreement and simultaneous with Property's annexation in the Town.

"Term" means the term of this Agreement as set forth in Section 3.

"Town" means the Town of Ridgeland, South Carolina.

"Uplands" has the meaning set forth in the Tickton Hall Special District Ordinance.

"Zoning Regulations" means the Tickton Hall Special District Ordinance or Planned Unit District (PDD) establishing a Special PDD District for the Property, this Agreement, all attachments to this Agreement, and applicable building, housing, electrical, plumbing, gas, safety, and maintenance codes of the Town, as the provisions thereof may be clarified or modified by the terms of the Tickton Hall Special District Ordinance and this Agreement. It is expressly understood that the Tickton Hall Special District Ordinance shall not repeal, amend, or otherwise modify any Zoning Regulations applicable to property other than the Property. For all purposes under this Agreement, the term "Zoning Regulations" is, and shall be deemed to be, included in the term "land development regulations" as used in the Act.

3. TERM. The term of this Agreement commences on this Agreement's effective date and terminates on the effective date's 20th anniversary; provided however, that, to the extent permitted by law, the Term of this Agreement is automatically renewed for two, 10-year periods absent a material breach by Owners of any terms of this Agreement during the initial or second renewal term. The Town Owners agree that it is their intent that, to the extent permitted by law, the Term of this Agreement and the renewal provisions apply to all Property. In the event, however, that a third party challenges the Term of this Agreement, and a court of competent jurisdiction thereafter determines that the length of the Term exceeds the maximum term allowed under the Act, then the Term of this Agreement relative to all or specifically affected portions of the Property is reduced *ab initio* to the maximum permissible term under the Act. Owners and Developers shall maintain a Development Summary Table and submit a current version of the Development Summary Table with each Community Plan Approval application.

- 4. DEVELOPMENT OF THE PROPERTY. Owners and/or Developers shall develop the Property in accordance with the Zoning Regulations. All costs charged by or to the Town for reviews required by the Town shall be paid by Owners and/or Developers or whatever other party is applying for review, as generally charged throughout the Town for plan review. The Town shall maintain or cause to be maintained a procedure for the processing of reviews as contemplated by the Zoning Regulations. In the event that an Owner or Developer transfers any interest in all or a portion of Property or any development therein to any permitted successor and/or permitted assign, that Owner or Developer and such permitted successor and/or permitted assign may, by written assignment that is submitted to, and approved by, the Town, allocate any of the duties or benefits placed on that Owner or Developer by this Agreement between them, in which event the duties and benefits shall apply separately to each of them according to the Property or portion thereof owned by each, under the terms of the assignment agreement. Any such allocation of duties or benefits must be equitable in nature such that the obligations allocated to any tract are commensurate with the type and density of development allocated to such tract.
 - 4.1 Owners do, for themselves and their permitted successors and/or permitted assigns, including Developers, and notwithstanding the Zoning Regulations, agree to be bound by the following:
 - 4.1.1.1 Each Owner shall be required to notify the Town, in writing as and when each Owner intends to transfer Development Rights to any other party. Such information includes the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage, as applicable, subject to the transfer. Developers transferring Development Rights to any other party shall be subject to this requirement of notification and approval, and any entity acquiring, after approval, Development Rights under this Agreement shall be required to file with the Town an acknowledgment of this Agreement and a commitment to be bound by it, in advance of such transfer. In conjunction with any such transfer, Owner or Developer making the transfer shall provide the Town with a current Development Summary Table.
 - 4.1.1.2 Each Owner and Developer, and each of their respective heirs, permitted successors and/or permitted assigns, agrees that all Development must be served by potable water and sanitary sewer prior to occupancy, with the exception of irrigation, incidental maintenance facilities, golf courses, earthwork and similar amenities which may exist from time to time, and except as otherwise provided in this Agreement for temporary use (temporary being six months or less). The above notwithstanding, wells for potable water, and sewer septic tanks, may be permitted when in compliance with environmental standards as regulated by DHEC and other applicable regulatory bodies for (i) temporary sales offices; (ii) [reserved]; and (iii) for single-family detached residential lots of one acre or more in size.

- 4.1.2 No Community Plan for any portion of Property shall be submitted for Community Plan Approval at the Community Plan Approval Stage unless that Plan encompasses 20 or more acres of high land, which acres are not jurisdictional wetlands or wetlands buffer areas.
- 5. DEVELOPMENT SCHEDULE. Owners and/or Developers shall develop the Property according to the Development Schedule contained within Special District PDD application and plan or as it may be amended by the respective Owners or Developers in the future to reflect actual market absorption. Pursuant to the Act, the failure of an Owner and any Developer to meet the initial Development Schedule shall not, in and of itself, constitute a material breach of this Agreement. The Development Schedule is a planning and forecasting tool only and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace if market conditions support a faster pace. The fact that actual development may take place at a different pace, based on future market forces, is expected, and shall not be considered a default under this Agreement. Development activity may occur faster or slower than the forecast Development Schedule, as a matter of right. Furthermore, periodic adjustments to the Development Schedule of the Property which may be made and submitted unilaterally by the respective Owners and Developers in the future shall not be considered a material amendment or breach of the Agreement.
- ALLOWED USES AND DENSITY. Notwithstanding any Town ordinance to the contrary and subject to the Tree Preservation and Replacement provisions of the Town SmartCode. all uses allowed under this Agreement for Controlled Growth Sector (G2), as well as for governmental use, and, the following uses of the Property shall be allowed uses under this Agreement: Silviculture (which may include Sustainable Forestry Initiative practices), Aquaculture, and Agriculture activities, including farm ponds, on all parcels; hunting activities on all portions of at least 50 acres in size, unless and until such time as the respective portions are permitted for Development, provided that hunting is conducted in accordance with state regulations regarding such activities adjacent to vertically developed parcel(s); mining activities done according to the permitting requirements of all applicable regulatory bodies; the incineration of vegetative debris done according to the permitting requirements of all applicable regulatory bodies. Single-family residential (attached and detached), regional and neighborhood commercial, hotels, condo-hotels, fractional ownership/timeshares, civic, mixed-use, traditional neighborhood development, recreational including golf courses, community access points with docks and boat landings, including private, shared, and community docks. Conservation development on the Property shall not exceed the densities and building intensities allowed under the Town Smart Code's transect zones and shall be consistent with the uses set forth in the Tickton Hall Regional Plan, and the Zoning Regulations. The planned population density is based on 2.5 persons per household in Property. There shall be a maximum of 2032 single-family residential homes. For purposes of zoning and building codes/permits, townhomes shall be treated as single-family attached residential units. Building heights shall not exceed four stories above ground level parking, with total heights above finished first floor elevations not to exceed 45.0 feet in total height, except as may be approved by Town in the future.
 - 6.1 Subject to the limitations in Section 6, conversion of allowed commercial and land uses to single-family or assisted living residential units may be allowed at a conversion rate of one residential dwelling unit or assisted living bed per 2,000 square feet of allowable commercial space.

7. **RESTRICTED-ACCESS COMMUNITIES.** Owners and/or Developers shall have the right, but not the obligation, to create restricted-access communities within the Property, provided, however, restricted access shall not apply to any local government providing service to the Property and appropriate access and/or codes must be provided for public emergency providers.

8. EFFECT OF FUTURE LAWS. CHANGES TO ZONING REGULATIONS.

- 8.1 Except as provided by (a) the Act, specifically section 6-31-80(B), or (b) this Agreement, the Zoning Regulations as they relate to Property, shall not be amended or modified without the written consent of an affected Owner and of any affected Developer.
- 8.2 Each Owner and its permitted successors and/or permitted assigns shall have vested rights to undertake Development of any portion or all of such Owner's Property according to the Zoning Regulations. Subject to the provisions of Section 9.3, future enactments of, or changes or amendments to, the Town ordinances, including the Zoning Regulations, shall not apply to the Property except as provided by (a) the Act, specifically section 6-31-80(B), or (b) this Agreement.
- 8.3 Notwithstanding the above, the Property shall always be subject to the current building, housing, electrical, plumbing, gas, safety, and maintenance codes of the Town.
- 9. INFRASTRUCTURE AND SERVICES. The Owners and the Developers of the Property will coordinate on sharing road, water and sewer infrastructure improvements to the extent reasonably practical; provided, however, that an Owner or Developer shall not be prevented from pursuing its individual development plans based on other Owners or Developers not completing or paying for their portion(s) of such shared public or community infrastructure, provided that sufficient infrastructure is to be in place prior to issuance of a Certificate of Occupancy or of Compliance, as applicable, to serve a Community within an approved Community Plan. For clarification, the parties also make specific note of and acknowledge the following:

9.1 Roads and Docks.

9.1.1 Private Roads. All private roads within the Property, if any, shall be constructed by the respective Owner, Developer, Association, or other parties, and maintained by such party(-ies) and/or Association(s), or dedicated or delegated for maintenance to other appropriate entities. The Town is not responsible for the construction or maintenance of any private roads within the Property. Private roads within the Property shall meet or exceed current Town design standards and conform to South Carolina Standard Specifications for Highway Construction Manual, unless otherwise agreed to by Owner or Developer, and the Town, at the Community Plan Approval Stage.

- 9.1.2 Bolan Hall Boat Landing. Owners agree to donate the necessary amounts of land owned by them for the right-of-way to facilitate required On-Site and Near-Site Road improvements. Additionally, Owners agree to donate to the Town of Ridgeland the Property commonly known as Bolan Hall Boat Landing which consists of approximately one-acre plus or minus and is identified as Parcel ID 083-00-06-074 and subject to the terms of the lease with Jasper County and it's recording data.
- 9.1.3 If Near-Site improvements are appropriate under this Agreement and require the acquisition of rights-of-way and/or easements on other property, Owners agree to use all available, reasonable, efforts to acquire such necessary rights-of-way and/or easements. If Owners are unsuccessful in acquiring such rights-of- way, to the extent permitted by law and subject to there being adequate funds available, the Town, in conjunction with other applicable governmental authorities, will seek to acquire the necessary rights-of-way (including to the extent permitted by law the use of the power of eminent domain, if necessary and legally permissible) to enable the construction of Near-Site improvements. Any use by the Town of the power of eminent domain shall be subject, however, to approval by the then-current, Town Council. If the Town determines not to so acquire such lands, then Owners will not be required to acquire or construct such Near-Site improvements and may otherwise proceed with their proposed Community Plan and obtain approvals therefor without exception or condition for same.
- 9.1.4 All public roads outside the Property that serve the Property are currently under the jurisdiction of the State of South Carolina and/or Jasper County regarding access, construction, improvements, and maintenance. Owners acknowledge that they must comply with all applicable state statutes and rules and regulations of the South Carolina Department of Transportation or its successor, and all ordinances, codes, and regulations of Jasper County, as applicable, regarding access and use of such public roads. The Owners acknowledge that they must comply with setbacks of 50 feet from the right of way of S.C. Hwy 462, and setbacks of 100 feet from the rights of way of Tickton Hall Road and of Bolan Hall Road. Allowable uses within the setback areas will include sanitary sewer effluent dispersion equipment, operations and, any other development not requiring a building permit but will otherwise be subject to currently applicable land use regulations. Future public and private roads may serve the Property. The Town shall not be responsible for construction or maintenance of the public roads which now or hereafter serve Property.
- 9.1.5 Additional public roads may be planned in the future, on written agreement between affected Owners and the Town, provided, however, the Town is not required to agree to additional public roads. The affected

Owners shall have the right to design and construct, on obtaining permits from applicable governmental authorities, roadways designated at the Community Plan Approval Stage, provided such design is in conformance with and capable of absorbing the traffic loading created by the Community within an approved Community Plan within the Property. To the extent that any third party is permitted by the Town to utilize any public road right-of- way within the Property to install underground utilities or other public services within such road right-ofway, then the Town shall require that such party perform such work in a good and workmanlike manner and restore any damage to the rightof-way and/or landscaping or other improvements in connection therewith promptly. To the extent practical, the Owners will utilize construction accesses and temporary construction roads to minimize the use by construction vehicles and construction supply trucks of the public roads to be constructed, to avoid undue wear and tear. The Town makes no representations or guarantees that roadway access shown in the Tickton Hall Special District will be permitted or allowed. Accesses must meet the requirements of. the Town will be based on traffic impact analysis during the Community Plan Approval Stage of specific areas of the Property. (Insert Papper Hall Language on the time frame for updating the TIA)

9.1.6 Reserved.

- 9.1.7 The maximum number of docks allowed on the Property shall be 50, of which up to 5 may be community docks, and 20 individual docks, and 25 shared docks. If 5 community docks are not permitted by the South Carolina Department of DES and OCRM then the remaining number can be transferred to either private or shared docks at the Owner's discretion and in compliance with DES/OCRM regulations.
- 9.2 Potable Water. The Town does not have the capacity to provide potable water service to the Property. Thus, the Owners/Developers will have that responsibility to provide potable water service for each approved Community Plan of the Property, which may be met by any one or combination of the following methods:
 - A. By agreement of the Owners/Developers with the Beaufort-Jasper Water & Sewer Authority which may also be in coordination and agreement with the owners/developers of the nearby lands of Chelsea Plantation; or
 - B. By agreement of the Owners/Developer with one or more private utility companies; or
 - C. By private wells on residential lots, in accordance with South Carolina State laws and State agency rules and regulations.

Regardless of the method(s) chosen by the Owners/Developers, the potable water system(s) chosen for the Property must follow all federal and state laws.

Subject to the provisions of Section 10.1.2 hereof, the Property will not be subject to the payment to the Town of Development Fees, Impact Fees, Capacity Fees, or Tap-in Fees related to the provision of potable water service to the Property. All required permits and approvals for the selected means of potable water service, for each Community Plan, must be in place and filed with the Town at or before the Town's issuance of each Community Plan approval. If methods A. or B. are selected, then they must be constructed, accepted, and approved for operation, before any Certificates of Occupancy for structures to be built pursuant to each such Community Plan will be issued.

- 9.3 Sanitary Sewer. The Town does not have the capacity to provide sanitary sewer services to the Property. Thus, the Owners/Developers will have that responsibility, to provide sanitary sewer service for each approved Community Plan of the Property, which may be met by any one or a combination of the following methods:
 - A. By agreement of the Owners/Developers with another licensed public utility in the service area of Tickton Hall; or
 - B. By agreement of the Owners/Developers with one or more private utility companies; or
 - C. By private septic tanks, including small cluster systems, on residential lots in accordance with South Carolina State laws and State agency rules and regulations. If the owner/developer elects to initially install septic systems those systems shall be converted to public sewer and taken off-line prior to or upon, at the discretion of the developer, the sale of 120 lots.

Regardless of the method(s) chosen by the Owners/Developers, the sanitary sewer system(s) chosen for the Property must follow all federal and state laws. Subject to the provisions of Section 10.1.2 hereof, the Property will not be subject to the payment to the Town of Development Fees, Impact Fees, Capacity Fees, or Tap-in Fees related to the provision of sanitary sewer service to the Property. All required permits and approvals for the selected means of sanitary sewer service, for each Community Plan, must be in place and filed with the Town at or before the Town's issuance of each Community Plan approval. Any methods selected must be constructed, accepted, and approved for operation, before any Certificates of Occupancy for structures to be built pursuant to each such Community Plan will be issued.

- 9.4 Police Services. The Town shall provide police protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the Town. Owners acknowledge that the jurisdiction of the Town's police department includes the Property, and the Owners shall not interfere or in any way hinder public safety activities on the Property regardless of whether such may be a restricted access community and, in such events, shall provide applicable gate access codes for public safety ingress and egress.
- 9.5 Fire/ EMS Services. Jasper County has agreed to continue to provide fire and EMS services to the property. The Owners acknowledge the County's fire and

EMS department's jurisdiction includes the Property and the Owner shall not interfere or in any way hinder public safety activities on the Property regardless of whether such may be a restricted access community and, in such events, shall provide appropriate gate access codes for public safety ingress/egress. To assist in funding some or all the financial aspects of developing and maintaining fire/EMS service Jasper County may but it is not required to implement and collect an annual public safety/fire fee.

- 9.6 Reserved.
- 9.7 Public Safety Facility Site. Notwithstanding anything else contained herein, the Property Owner and County acknowledge and agree that a public safety facility site constructed on the Real Property will benefit residents of the Project and the Jasper County community, including the Town. As such, while the County specifically has no obligation to purchase any portion of the Real Property, Owner agrees to reserve two (2) highland acres (at a location to be agreed upon by the Owner, the County, and the Town) for use as a public safety facility site. It is the intent of the parties that the acreage is in a location that enhances the ISO rating of the Jasper County and of the Town. Furthermore, if the County elects to purchase the Public Safety Site Acreage, the Owner agrees to sell it for its Fair Market Value.
- 9.8 Sanitation Services. The Town of Ridgeland shall provide sanitation and trash collection services to Property on the same basis as it is provided to other similarly situated residents and businesses in the Town.
- 9.9 Reserved.
- 9.10 Drainage System.
 - 9.10.1 All stormwater runoff, treatment and drainage system improvements within the Property will be designed according to the Zoning Regulations, and the Town Storm Water Best Management Practices, in effect at the adoption of this agreement. The parties acknowledge that the Town has adopted and follows the Jasper County Storm Water Ordinance for Storm Water Best Management Practices (Exhibit F). Owners, their permitted successors and/or permitted assigns, agree to abide by the regional SOLOCO Stormwater Manual upon the adoption by Japer County and upon the commencement of town-wide enforcement by the Town of Ridgeland. All stormwater runoff, treatment and drainage system improvements for the Property shall be constructed by the respective Owners or Developers. The Town will not be responsible for any construction or maintenance costs associated with the stormwater runoff, treatment, and drainage system within the Property.
 - 9.10.2 All drainage systems constructed within the Property shall become owned and maintained by one or more Association(s) which may be established for various portions of the Property, and the Town shall have no responsibility

for the construction, operation, or maintenance of such systems, except for any portion of any storm drainage system which is expressly dedicated to and accepted by the Town, for which the Town shall be responsible. The Town shall have the right, but not the obligation, to enter on any portion of the Property for the purpose of repairing or resolving any failure of maintenance or repair by Owners or by any such Association or any other party with respect to any storm drainage facility maintained by such Owner, Association or party, (i) in an emergency situation, without notice to such Owner Association or party, and (ii) in all other circumstances, after giving notice to such Owner, Association or other party and failure of the same promptly to repair or resolve such situation. In the event the Town undertakes any such repair or resolution, such Owner, Association or other party shall pay to the Town all out-of-pocket costs and a reasonable fee for all internal staff and materials expenses incurred by the Town in connection therewith.

- 9.10.3 The Town acknowledges that the Zoning Regulations include provisions regarding mining permits for the Property, with lakes and setback areas created from the mining permits serving as part of the stormwater management system for Property and as a component of one or more sewer plants. In recognition of the public benefits derived from sewer plants, the Town agrees to provide reasonable support to Owners in their mining permit applications.
- 9.11 Open Space. Each Community Plan submitted by an Owner or Developer under the Tickton Hall Special District Ordinance shall provide for not less than 25% of gross acreage in each Community Plan receiving Town approval, at the Community Plan Approval Stage, to be reserved for open space ("Green Space"). The land reserved for open space may include wetlands, lakes, recreational amenities, and other similar land uses, but only to the extent such areas are available to residents for recreational use. Nevertheless, Owners may elect to provide open space for the entire property of at least 25% of the gross acreage (±160 acres) of the Property (±1,520 acres) and, in such event, the Open Space requirement shall have been fulfilled and shall not individually apply to any specific Community within Property. Owners shall use their good faith, best, efforts to pursue a sale of approximately 160 acres of Green Space to a conservation easement trust. Each Owner or Developer, which elects to place a portion of Property in a non-developable status, through conversation easement or otherwise, shall provide written notice to the Town of that election no more than 30 days after such election is made.
 - 9.12 Underground Utilities. All water, sanitary sewer, irrigation, electricity, gas, cable television, telephone and other communication and information technology lines within the Property shall be placed underground, except: (i) the Palmetto Electric Cooperative main transmission lines to development parcels, including new lines to cross the Property to reach a development parcel, and (ii) for Tracts A & B of the Euhaw East Property (approximately 619.040 acres) as long as it remains in the Agricultural Use Classification for property tax purposes, and (iii) as otherwise approved by the Town.

development of the Property shall result in additional public services being required to be provided by the Town /or other governmental agencies. The Town and Owners acknowledge it is desirable that certain public facilities be located in or in the vicinity of the Property. The owner agrees to participate in mitigating certain initial costs of the Town for such services as provided in this Agreement, and the following items are agreed on.

10.1 Development Fees

- 10.1.1 To assist in meeting local government expenses of the and resulting from ongoing development, each Owner or Developer shall pay Development Fees for Off-Site and (if any) On-Site/Near-Site Roads, Police and Fire, Parks, Libraries, Schools, Administrative Planning and Downtown Redevelopment as set forth in Exhibit I ("Development Fee Schedule").
- 10.1.2 Development Fees for Off-Site and (if any) On-Site/Near-Site Roads, Police, Parks, Libraries, and Schools for the Property shall be paid by the then current Owner or Developer at such time as a building permit is issued for improvements on such Property.
- 10.1.3 Development Fees for Administrative/Planning for any portion of the Property shall be paid by the then current Owner or Developer at such time as a final Development Plan is approved for the Property.
- 10.1.4 Development Fees for Downtown Redevelopment for Property shall be paid by the then current Owner or Developer at such time as a building permit is issued for improvements on the Property; provided, however that the Downtown Redevelopment Development Fees will be discounted by [50]% if paid earlier at, or within thirty days next following, the time a Community Plan is approved for a portion of Property, at the Community Plan Approval Stage.
- 10.1.5 All Development Fee amounts are as set forth in **Exhibit I** and shall increase 2% from the Development Fee amounts most recently in effect, beginning July 1st, 2026, and on each second anniversary of such date thereafter throughout the first 20 years of the Term of this Agreement, and thereafter every two years by the greater of (a) the respective per annum percentage increase in the Consumer Price Index (CPI-U, U.S city average, all items, base period 1982-84=100), summed over the prior two-year period using simple interest, or (b) 2 percent (2%) per annum. Should the Town operate the sewer system Owners, their permitted successors and/or permitted assigns, are exempt from the payment of any connection, tap, capacity and/or sewer impact fees associated with an individual property, lot or parcel tying into the system.
- 10.1.6 Except as set forth in this Agreement, nothing in this Agreement shall be construed as relieving Owners, their permitted successors and/or

permitted assigns, from payment of any such ad valorem tax, fees, or charges as may be assessed by entities other than the Town. This Agreement shall not preclude the Town from imposing a fee of a nature which is not for improvements contemplated under this Agreement (e.g., police, fire, roads, parks, schools, libraries, the Town's operation costs of any water/sewer systems that may be constructed by the Owner if the town operates the system and other obligations contemplated under this Agreement or services and improvements contemplated by this Agreement), which are imposed on a consistent basis throughout the Town. The Town or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (e.g., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (e.g., a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan, or construction.

- 10.1.7 Nothing in this Agreement shall be construed as limiting the right of the Town to increase any service fees, to extent applicable, from time to time for services provided such as sanitary sewer, water, and other services.
- 10.1.8 The Development Fees set forth above are vested for the entire Property throughout the Term hereof, including renewals thereof, for the benefit of each Owner and Developer, and shall not be increased except as set forth in this Agreement.
 - 10.1.9 Reserved.
 - 10.1.10 The Town is entitled to use Development Fees as set forth in this Agreement. The Town may elect to establish funds for the Development Fees in separate accounts or to comingle such funds with each other and with other funds, provided that the Town maintains separate accounting balances by Owner and by portion of the Property for the funds comprising the balance of each classification of Development Fee. The Town may determine in its sole discretion what funds will be held in interest-bearing or non-interest-bearing accounts. Notwithstanding the preceding, funds for On-Site and (if any) Near-Site Road improvements shall be held in segregated interest-bearing accounts.
 - 10.1.11Owners have agreed in this Agreement to pay up to 25% (twenty-five percent) of the costs and expenses of the Town consultants and professionals incurred in negotiating, processing, and evaluating this Agreement and the accompanying Tickton Hall Special District Ordinance. The Town shall provide sufficient documentation of these charges, provided, however, with respect to the Town's legal counsel, the

Town need only provide a general statement of the legal counsel's activities and is not required to provide an itemized statement of legal fees and/or expenses or to employ a billing relationship with the Town's legal counsel other than as the Town may elect (e.g., a fixed-fee arrangement). Owners shall pay such fees within 30 days of the delivery of each invoice. Any costs and expenses not earned by the Town's consultants, legal counsel, and professionals in negotiating, processing, and evaluating this Agreement and the accompanying Zoning Regulations shall be refunded to Owners. Such Surety Deposit shall not be applied to the Town's expenses as incurred, but they shall be paid by the Owners, as incurred and invoiced by the Town to the Owners. In the event Owners fail timely to pay any such invoices, then the Town may instruct the consultants to suspend work, and may apply the Surety Deposit to unpaid bills, with Owners to remain liable for any balance outstanding.

- 10.1.12. Police Fund. All Development Fees for Police shall be placed in the police Fund owned and controlled by the Town such funds may be allocated by the Town for Police services for construction and equipping facilities and personnel for police services, as the Town determines at its discretion. The Owners consent that any Development Fees collected for police purposes may be available for such purposes through land acquisitions, construction and equipment costs, debt services and other expenses as the Town may elect.
- 10.2 Parks Fund. All Development Fees for Parks shall be placed in the Parks Fund owned and controlled by the Town may be utilized for Off-Site public park site acquisition or improvements at the discretion of the Town. The Town will reasonably and in good faith consider a proposal by any of the Owners to dedicate land and//or improve land for one or more public parks, and will consider providing a credit against the Park Fee portion of future Development Fees with respect to any such donation, but and such donation and credit shall be subject to agreement of the parties in the future, and neither party shall be obligated to agree to any such donation. Unless otherwise agreed, Development Fees for Parks shall not be used for private neighborhood or private local parks.
- 10.3 Schools Fund. All Development Fees for schools shall commence once the Town has a legal and binding agreement with the School District for the collection of said fees and shall be placed in the School Fund to be utilized for the acquisition of school site(s) in or in the vicinity of the Town, capital improvements for schools, or the providing of school services in or in the vicinity of the Town, as determined by the Town, in its discretion. The Town may in its discretion release any or all such funds to the school district.
- 10.4 Library Fund. All Development Fees for libraries shall commence once the town has a legal and binding agreement with Jasper County for the collection of said

- fees and shall be placed in the Library Fund to be utilized for library expenditures in or in the vicinity of the Town as determined by the Town, in its discretion.
- 10.5 Administration/Planning Fund. All Development Fees (including any contributions thereto per Section 6. hereof) for Administration/Planning shall be placed in the Administration/Planning Fund to be utilized for administration and planning expenses of the Town as determined by the Town, in its discretion.
- 10.6 Downtown Redevelopment Fund. All Development Fees for Downtown Redevelopment shall be placed in the Downtown Redevelopment Fund to be utilized for redevelopment of the downtown area of the Town as determined by the Town in its discretion.
- 10.7 Sanitary Sewer and Water Fees. All fees for sanitary water and sewer shall be collected by the Association or contracted utility provider.
- 10.8 No Other Public Facilities Required. Except with respect to the dedications and/or conveyances of the properties referred to in this Agreement, and except for dedication of utility facilities and roads to the extent provided in this Agreement, no other dedications, or conveyances of lands for public facilities shall be required in connection with the development of Property.
- 10.9 Town's Accounts. All the various Funds described above shall be held in such accounts as the Town may designate, own, and control. Unless otherwise stated in this Agreement, the Town is not required to segregate such accounts, and the Funds may be deposited and held with each other and with other funds in the same account, provided that the Town's accounting system shall maintain all such funds as separate line-items by Owner and by Property on its statement of assets.

11 PERMITTING PROCEDURES.

- 11.1 The Town agrees to allow each Owner and Developer the ability to permit, construct and operate model homes for sales and marketing purposes.
- 11.2 The Town agrees that the Owners and/or any Developers are not required to phase development but shall have the right to do so.
- 11.3 The Town agrees to review all proposed land use changes, land development applications, and plats for the Property in a reasonable and prompt manner consistent with all other reviews according to the Zoning Regulations. The Town may give final approval to any submission but will not grant authorization to record plats or begin construction development activities until all permitting agencies have completed their reviews.
- 11.4 Signage for the Property is governed by the provisions of the Zoning Regulations.
- 11.5 The parties acknowledge that Owners may adopt architectural guidelines which

- will be enforced by Owners until such time(s) as one or more Associations are established, at which time such Association(s) will enforce, and may amend from time to time, such architectural and landscaping guidelines.
- 11.6 Tree preservation and protection shall be according to the provisions of the Town SmartCode, a copy of which is attached as **Exhibit L**, and the Town's tree mitigation ordinance, a copy of which is attached as **Exhibit M**.
- 11.7 The Town agrees to allow plat recording for subdivision and sales with a letter of credit (or a surety bond if approved by the Town) prior to completion of infrastructure development and to issue building permits and to permit sale of lots prior to completion of such bonded infrastructure according to the Zoning Regulations.
- 11.8 All plan review fees shall be consistent with the fees charged generally in the Town for projects of similar size and complexity.
- 11.9 Any cultural and/or historical structures and/or sites on Property will be addressed through applicable federal and state regulations and the Zoning Regulations at the time of development within an approved Community Plan within Property.
- 12 **DEVELOPER ENTITLEMENTS.** The Town acknowledges that Developer is vested with the following entitlements:
 - 12.1 The zoning, uses, and densities for the Property set forth in this Agreement (including in its Exhibits) and in the Zoning Regulations as modified, if applicable, by this Agreement.
- all review requirements under the Act and the Zoning Regulations. Further, each Owner and all Developers shall meet with the Town's Director of Planning, or other official designee of the Town once no more than once per year, to review Development completed in the prior year and the Development anticipated to be commenced or completed in the ensuing year. Such information as may reasonably be requested by the Town, to include without limitation acreage of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. The respective Owner and/or Developer shall be required to meet and compile this information within a reasonable time after a written request by the Town.
- DEFAULTS. The failure of an Owner, Developer, or the Town to comply with the terms of this Agreement, if not cured within 30 days after written notice from the non-defaulting party to the defaulting party (as such time period may be extended with regard to non-monetary breaches or a reasonable period of time based on the circumstances provided such defaulting party commences to cure such breach within such 30-day period and is proceeding

diligently and expeditiously to complete such cure, if such breach is capable of being cured within 60 days), shall constitute a default, entitling the non-defaulting party to pursue such remedies as deemed appropriate, including specific performance against the defaulting party; provided however no termination of this Agreement may be declared by the Town against the defaulting party absent its according to the defaulting Owners and any relevant Developers the notice, hearing and opportunity to cure according to the Act; and provided any such termination shall be limited to Owner and/or Developer in default and that portion of the Property in default, and provided further that nothing in this Agreement shall be deemed or construed to preclude the Town or its designee from issuing stop work orders or voiding permits issued for such Development when such Development contravenes the provisions of the Zoning Regulations or this Agreement; provided further that the remedies of Owners and any Developers against the Town shall be limited to injunctive relief requiring specific performance of the Town's 's obligations under this Agreement, and the Town shall not be liable to any Owner or Developer for damages of any nature, including direct damages, consequential, punitive damages or any other form of damages. The parties acknowledge that individual residents and owners of completed buildings within the Property shall not be obligated for the obligations of Owners or Developers set forth in this Agreement.

15 MODIFICATION OF AGREEMENT.

- 15.1 This Agreement may be modified or amended only by the written agreement of the Town, and the affected Owners. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced and, with respect to the Town, approved by the Town Council, after having been provided to the appropriate (if any)board or commission for consideration and a recommendation for approval delivered to the Town and Council.
- 15.2 This Agreement may be modified or amended as to a portion of the Property only by the written agreement of the Town, as and if approved by the Town Council, in its sole discretion, and of the Owner of the affected portion of the Property.
- 15.3 If an amendment of this Agreement affects less than all the persons and entities comprising Owners, or less than all of the Property, then only the Town those affected persons or entities need to sign such written amendment. Because this Agreement constitutes the plan for a Special District under the Zoning Regulations, minor modifications to a site plan or to development provisions may be made without a public hearing or amendment to applicable ordinances. Any requirement of this Agreement requiring consent or approval of one of the parties shall not require amendment of this Agreement unless the text expressly requires amendment, and such approval or consent shall be in writing and signed by the affected parties. Wherever said consent or approval is required, the same shall not be unreasonably withheld, delayed, or conditioned.

For purposes of this Agreement, a "minor modification" means each change to a site plan or development provision, except changes that are not considered by the Town's 's staff to be incidental and minimal: for example changes that are not "minor modifications would be changes caused by environmental features, adaptations to comply with substantive regulatory requirements, new land uses and/or relocation, redesignation, or reallocation of land uses, increases to maximum units and/or square footage allowances, changes in any interchange or other access point to a public road system.

- 15.4 The Tickton Hall Special District is not intended to define rigid, exact site plans for future development. The location of roads, buildings, recreational amenities, and other elements may vary at the time of approval and permit applications when more specific designs have become available, as long as the general design standards, and building characteristics, maximum densities set forth in this Agreement and the general concept of environmentally sensitive residential, commercial, , and mixed-use development, and the Act's findings are followed and respected.
- 15.5 Modification to Include Contiguous Land. The Town agrees that if Owner acquires land contiguous to Property, up to a maximum of 3,000 acres, then the Town will engage in good faith discussions to modify this Agreement and the Tickton Hall Special District Ordinance to include such additional land, provided that land use and densities shall be consistent with that permitted in this Agreement, the associated Regional Plan, and subject to compliance with the legal requirements for modification of this Agreement and subject to final approval of the Town Council, in its sole discretion.
- 16. NOTICES. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party under this Agreement shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address such party may from time to time direct by written notice given in the manner in this Agreement prescribed, and such notice or communication shall be deemed to have been given or made when communicated by (i) personal delivery or by independent courier service evidenced by written receipt, (ii) by facsimile evidenced by return facsimile acknowledgement receipt, or by mail on the 5th business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, return receipt requested addressed as hereinafter provided. All notices, demands, requests, consents, approvals, or communications shall be addressed:

To the Town at: Town Administrator

Hand delivery: Town of Ridgeland Town Hall

Mail: Post Office Box 1119 Ridgeland, South Carolina 29936

With a copy that shall not constitute notice to:

King Kozlarek Law LLC

Attn: Michael E. Kozlarek, Esq.

Post Office Box 565

Greenville, South Carolina 29602-0565

And to Owners at: Tickton Hall investments, LLC, Euhaw Holdings, LLC,

Tickton Hall Holdings, LLC, Tickton Hall Holdings, LLFC,

and Pepper Hall, LLC

Attn: Robert L. Graves, Co-Manager Attn: R. Ling Graves, Co-Manager

17 Dunnigan's Alley

Hilton Head Island, South Carolina, 29928

With a copy to: Johnson & Davis, PA

Attn: Barry L. Johnson Attn: W. Lamar Johnson, II The Victoria Building, Suite 200 10 Pinckney Colony Road

Bluffton, South Carolina 29909

Barry@jd-pa.com Lamar@jd-pa.com

17. ENFORCEMENT. Any party, and its successors and assigns, to this Agreement shall have the right to enforce the terms, provisions, and conditions of this Agreement (if not cured within the applicable cure period) by any remedies available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with said enforcement, subject to the limitations or remedies against Owner set forth in Section 14.

18. STATEMENT OF REQUIRED PROVISIONS.

- 18.1 Specific Statements. The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60 (A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60 (A) for the required items:
 - 18.1.1 Legal Description of Property and Legal Owners. The legal descriptions of Property are set forth in **Exhibit A** attached to this Agreement. The Ownership of all parcels is as follows:

Euhaw West (618.609 acres) is Tickton Hall Holdings, LLC,

Euhaw Island (3.360 acres) is Tickton Hall Holdings, LLC,

Parcel A (194.040 acres) of Euhaw East is Tickton Hall Investments, LLC Parcel B (425.00 acres) of Euhaw East is in undivided interests by Pepper Hall, LLC (52%) and by Euhaw Holdings, LLC (48%

Parcel C (190.843 acres) of Euhaw East is Tickton Hall Holdings, LLFC

- 18.1.2 Duration of Agreement. The duration of this Agreement shall be as provided in Article 3.
- 18.1.3 Permitted Uses, Densities, Building Heights, and Intensities. A complete listing and description of permitted uses, population densities, building

- intensities and heights, as well as other development-related standards, are contained in the Zoning Regulations, as supplemented by this Agreement and the Tickton Hall Special District Plan.
- 18.1.4 Required Public Facilities. The utility services available to Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Zoning Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.
- 18.1.5 Dedication of Land and Provisions to Protect Environmentally Sensitive Areas. All requirements relating to land transfers for public facilities are set forth in Article 10. The Zoning Regulations described above, and incorporated in this Agreement, contain numerous provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the provisions set forth in this Agreement.
- 18.1.6 Local Development Permits. The Development standards for the Property shall be as set forth in the Zoning Regulations and in the Tickton Hall Special District Ordinance. Specific approvals and permits, consistent with the standards set forth in the Zoning Regulation, must be obtained prior to commencing Development. Building permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina (OCRM/DES) and Army Corps of Engineers, when applicable, prior to any impact on freshwater wetlands. With regard to saltwater marshes, and lands below the mean high-water line of tidal or tidally influenced waters, will require permits from the State of South Carolina (OCRM/DES). It is specifically understood that the failure of this Agreement to address a particular permit approval, condition, term, or restriction does not relieve Owner, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions, unless otherwise provided under this Agreement.
- 18.1.7 Comprehensive Plan and Agreement. The Owner, and the Town represent that the Development permitted and proposed under the Zoning Regulations is consistent with the Comprehensive Plan and with current land use regulations of the Town, which include a Special District for Property.
- 18.1.8 Terms for Public Health, Safety and Welfare. The Town finds that all issues relating to public health, safety, and welfare have been adequately considered and appropriately addressed in the Zoning Regulations.
- 18.1.9 Historical Structures. Any cultural, historical structure or sites will be addressed through applicable federal and state regulations in the

permitting process at the time of development, as required by applicable state regulations.

19. GENERAL.

- 19.1 Subsequent Laws. In the event that state or federal laws or regulations are enacted after the execution of this Agreement, or that decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement (collectively, "New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment, and awareness, of any such New Law, a party designated by each of Owners and Developers and the Town shall meet and confer in good faith to agree on such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Law, the Town may take whatever action the Town determines is appropriate to comply with such New Law. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, each of Owners, Developers, and the Town each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.
- 19.2 Estoppel Certificate. The Town, each of the Owners and any Developer may, at any time, and from time to time, deliver written notice, subject to such qualifiers as that party reasonably deems appropriate to the other applicable party requesting such party to certify in writing:
 - 19.2.1 that this Agreement is in full force and effect.
 - 19.2.2 that this Agreement has not been amended or modified, or if so amended, identifying the amendments.
 - 19.2.3 whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default; and
- 19.3 Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings among the Town, , and Owners relative to Property and its Development and there are no promises, agreements, conditions, or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.
 - 19.3.1 whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice,

- 19.4 No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Town, , the Owners, or any Developer, or to render such party liable in any manner for the debts or obligations of another party.
- 19.5 Exhibits. All exhibits attached to this Agreement and/or referred to in this Agreement are incorporated in this Agreement as though set forth in full.
- 19.6 Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.
- 19.7 Assignment. No sale, transfer or assignment of all or a portion of Property, or creation of a joint venture or partnership, shall require the amendment of this Agreement. Each Owner shall have the right to sell, transfer, ground lease, or assign its Development Rights associated with Property, in whole or in part to any subsidiary, sister company, joint venture entity, or subsequent land owners and Developers (an "Assignee") on written notice to the Town according to the provisions hereof; provided, however, that the sale, transfer, or assignment of any right or interest under this Agreement shall be made only together with the sale, transfer, ground lease, or assignment of all or a portion of the respective Owner's Property subdivided according to the Zoning Regulations. Concurrently with such final sale, transfer, ground lease, or assignment, Owner shall (i) notify Town in writing of such sale, transfer, or ground lease, and (ii) Owner and Assignee shall provide a written assignment and assumption agreement to the Town pursuant to which the Assignee shall assume and succeed to the rights, duties, and obligations of Owner with respect to all or a portion of Property so purchased. acquired, or leased.
- 19.8 Governing Law. This Agreement shall be governed by the laws of the State of South Carolina, without regard to its conflicts of laws principles.
- 19.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.
- 19.10 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, that each party shall retain and have the right to pursue its own independent legal defense, and each party shall be responsible for payment only of its own legal and other fees and costs associated with such defense.

- 19.11 Eminent Domain. Nothing contained in this Agreement shall limit, impair, or restrict the Town's and 's right and power of eminent domain under the laws of the State of South Carolina.
- 19.12 No Third-Party Beneficiaries. The provisions of this Agreement may be enforced only by the Town, the, each of the Owners, and each of the Developers and their permitted successors and/or permitted assigns. No other persons shall have any rights under this Agreement.
- 19.13 Conditions Precedent. This Agreement shall have no force and effect unless the Town, as a condition precedent in processing and adopting this Agreement, and the related Annexation Petition, and the related Tickton Hall Special District, has complied with the Act, specifically section 6-31-110, such that the Term of this Agreement is not adversely affected hereby. In addition, neither this Agreement, nor any Town ordinance accepting and adopting this Agreement shall have any force and effect unless the related Annexation Petition and the related Tickton Hall Special District are accepted and adopted per ordinances of the Town, all on terms acceptable to Owners.

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

[ONE SIGNATURE PAGE AND [] EXHIBITS FOLLOW] [REMAINDER OF PAGE SUBSTANTIVELY BLANK]

EXHIBIT A DESCRIPTION OF PROPERTY

THE TOWN HAS NOT MADE ANY INDEPENDENT INVESTIGATION, AND MAKES NO REPRESENTATION, WARRANTY, OR AGREEMENT, REGARDING ANY INFORMATION IN THIS EXHIBIT A.

Description of Property Owned by Tickton Hall Holdings, LLC

Euhaw West

ALL that certain piece, parcel or tract of land, situate, lying, and being in Jasper County, State of South Carolina, generally known as Euhaw West, containing 686.609 acres, save and except that certain parcel of land containing approximately 68.00 acres formerly a part of Euhaw West but since sold, as specifically described and delineated as the North Site, in that certain plat recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Plat Book 38 at Page 188, resulting in Euhaw West now containing 618.609 acres, all as more particularly shown and described on the aforesaid plat of record of the North Site, and as further shown on Sheet 2 of 5 of that certain Plat of Survey prepared by Coastal Surveying Co., Inc, Job No. 63,042 ALTA, certified by Michael R. Dunigan, S.C. P. L. S. #11905, dated 04/10/19, entitled "An ALTA/ACSM Land Title Survey of Chelsea Plantation Area," recorded in the Office of the Register of Deeds for Jasper County, South Carolina on 04/11/19 in Plat Book 0036 at Pages 0239-0243.

Euhaw Island

ALL that certain piece, parcel or tract of land, situate, lying, and being in Jasper County, State of South Carolina, generally known as Euhaw Island, containing 3.360 acres, as more particularly shown and described on Sheet 2 of 5 of that certain Plat of Survey prepared by Coastal Surveying Co., Inc, Job No. 63,042 ALTA, certified by Michael R. Dunigan, S.C. P. L. S. #11905, dated 04/10/19, entitled "An ALTA/ACSM Land Title Survey of Chelsea Plantation Area," recorded in the Office of the Register of Deeds for Jasper County, South Carolina on 04/11/19 in Plat Book 0036 at Pages 0239-0243.

Parcel C of Euhaw East

ALL that certain piece, parcel or tract of land, situate, lying and being in Jasper County, State of South Carolina, , more particularly shown and described as Parcel C, containing 190.843 acres, on that certain Plat of Survey prepared by Coastal Surveying, Co., Inc., Job No. 72,548B, certified by Michael R. Dunigan, S.C. P. L. S. #11905, dated 06/14/22, entitled "A Subdivision Plat, A Part of Formerly Euhaw East TPN 083-00-06-016 Creating Parcels A, B and C, A Portion of Chelsea Plantation," recorded in the Office of the Register of Deeds for Jasper County, South Carolina on 06/23/2022 in Book 38 at Pages 383-384.

Description of Property Owned by Pepper Hall, LLC and Euhaw Holdings, LLC

Parcel B of Euhaw East

ALL that certain piece, parcel or tract of land, situate, lying and being in Jasper County, State of South Carolina, , more particularly shown and described as Parcel B, containing 425.0 acres, on that certain Plat of Survey prepared by Coastal Surveying, Co., Inc., Job No. 72,548B, certified by Michael R. Dunigan, S.C. P. L. S. #11905, dated 06/14/22, entitled "A Subdivision Plat, A Part of Formerly Euhaw East TPN 083-00-06-016 Creating Parcels A, B and C, A Portion of Chelsea Plantation," recorded in the Office of the Register of Deeds for Jasper County, South Carolina on 06/23/2022 in Book 38 at Pages 383-384.

Description of Property Owned by Tickton Hall Investments, LLC

Parcel A of Euhaw East

ALL that certain piece, parcel or tract of land, situate, lying and being in Jasper County, State of South Carolina, , more particularly shown and described as Parcel A, containing 194.040 acres, on that certain Plat of Survey prepared by Coastal Surveying, Co., Inc., Job No. 72,548B, certified by Michael R. Dunigan, S.C. P. L. S. #11905, dated 06/14/22, entitled "A Subdivision Plat, A Part of Formerly Euhaw East TPN 083-00-06-016 Creating Parcels A, B and C, A Portion of Chelsea Plantation," recorded in the Office of the Register of Deeds for Jasper County, South Carolina on 06/23/2022 in Book 38 at Pages 383-384.

EXHIBIT B <u>APPLICATION FOR SPECIAL DISTRICT ORDINANCE, ETC. (TICKTON HALL)</u> [SEE [] PAGES, ATTACHED]

EXHIBIT C TICKTON HALL SPECIAL DISTRICT ORDINANCE

[To be drafted by the Town]

EXHIBIT D COASTAL SURVEYING CO., INC. PLAT OF SURVEY [SEE [] PAGES, ATTACHED]

EXHIBIT E JASPER STORM WATER ORDINANCE [SEE [] PAGES, ATTACHED]

EXHIBIT F <u>DEVELOPMENT SCHEDULE</u> [SEE [] PAGES, ATTACHED]

EXHIBIT G BOLAN HALL BOAT LANDING PARCEL DESCRIPTION

EXHIBIT H <u>DEVELOPMENT FEE SCHEDULE</u>†

	Police	Parks	Library	Schools	Administrati on /Planning	Downtown Re- Development
Residential (per SFU)	\$1051.50	\$450.00	\$175.00	\$280.00	\$140.00	\$210.00
Commercial (per 1,000 sq ft	\$250.00				-	\$140.00
Hotel /Motel (per room)	\$250.00	\$95.00	\$95.00		\$70.00	-
Day Care Center (per center)	\$70.00				\$70.00	-
General Office (per 1,000 sq ft)	-				\$70.00	-
Retail Under 100,000 sq ft	-				\$70.00	-
Gasoline/Convience Store	-				\$140.00	-
Restaurant (per room)	-				\$70.00	-(

[†]Uses not listed will be compared against the ones listed above and the most appropriate category used for the unlisted use.

EXHIBIT I TOWN OF RIDGELAND SMARTCODE [SEE [] PAGES, ATTACHED]

EXHIBIT J TOWN OF RIDGELAND TREE MITIGATION ORDINANCE [SEE [] PAGES, ATTACHED]

SPECIAL DISTRICT

FOR

TICKTON HALL

RIDGELAND, SOUTH CAROLINA

PREPARED FOR

TICKTON HALL INVESTMENTS, LLC
PEPPER HALL, LLC

BY

WITMER - JONES - KEEFER, LTD.
URBAN EDGE STUDIO

April 8, 2025

SPECIAL DISTRICT TICKTON HALL

TABLE OF CONTENTS

SECTION I – SITE DEVELOPMENT

A.	The Property	page 3	
В.	Special District (SD) and Development Agreement (DA) Process	page 4	
C.	Special District – Controlled Growth Sector	page 5	
D.	Environmental Protection (NEWKIRK ENVIRONMENTAL)	page 7	
E.	Cultural and Historical Resources (BROCKINGTON CONSULTING)	page 6	
F.	Water and Sewer Service	page 7	
G.	Utility Service	page 7	
н.	Roadways and Traffic (KIMLEY HORN)	page 8	
I.	Landscape Standards and Tree Preservation	page 9	
J.	Parking	page 11	
к.	Stormwater Management	page 12	
L.	Public – Police/Fire	page 12	
M.	Architectural Standards	page 12	
CECTION II. I AND LICE			

SECTION II - LAND USE

A.	Introduction and Narrative	page 12
В.	Allowed Land Uses	page 13
C.	Allowed Density and Transfer of Density between Planning Areas	page 14
D.	Definitions of Land Use Terms and Density Terms	page 15

SECTION III - EXEMPTIONS

A. TOWN OF RIDGELAND ZONING ORDINANCE ADOPTED MARCH 18, 2010 page 24

LIST OF APPENDICES

Appendix A Site Location Map

Appendix B Boundary Exhibit

Appendix C Town of Ridgeland Zoning overlay

Appendix D Existing Conditions Aerial Site Map

Appendix E Special District with Community District overlay

Appendix F Wetland Assessment; USDA Soils Data

Appendix G USGS Quadrangle Map

Appendix H FEMA Map

Appendix I Cultural Resources Assessment - Brockington

Appendix J Federal Threatened and Endangered Species Evaluation

Appendix K Phase I Environmental Site Assessment

Appendix L 2010 Town of Ridgeland SmartCode / Zonjing Ordinance

Appendix M Jasper County Stormwater Ordinance

Appendix N Development Schedule

Appendix O Traffic Impact Study Standards

Appendix P Architectural Standards - DRAFT

TICKTON HALL

SPECIAL DISTRICT – CONTROLLED GROWTH SECTOR (G2)

SECTION I – SITE DEVELOPMENT

A. THE PROPERTY

The TICKTON HALL Special District (SD) is located in Jasper County, South Carolina with frontages on Low Country Drive/SC Highway 462; Bolan Hall Road; Tickton Hall Road and Strawberry Hill Road. The property is located approximately 2.3 miles south of the Highway 141/336 (Old House Road) intersection; approximately 3 miles north of SC Highway 141/Snake Road intersection and is approximately 1424 acres. A site location map is provided in Appendix A.

The TICKTON HALL Tract is currently owned by the following;
Tickton West (618.60 acres) – owned by Tickton Hall Holdings, LLC
Euhaw Island (3.360 acres) – owned by Tickton Hall Holdings, LLC
Parcel C (190.843 acres) of Euhaw East – owned by Tickton Hall Holdings, LLC
Parcel B (425.00 acres) of Euhaw East – owned in undivided interest by Pepper Hall, LLC (52%) and by Euhaw Holdings, LLC (48%)

Parcel A (194.040 acres) of Euhaw East – owned by Tickton Hall Investments, LLC (collectively as Owners); its successors or assigns. The Owner proposes that this property be annexed and zoned as a Special District in accordance with the Town of Ridgeland SmartCode (TRSC) and Land Development Regulations (LDR) in effect at the time of submittal to the Town of Ridgeland. The Special District designation will be utilized to encourage unified planning and development based on the TRSC, to protect the environment; promote economical and efficient land use; to foster a harmonious variety of uses within walkable neighborhoods; and to encourage creative design.

The TICKTON HALL Tract is located in Jasper County, South Carolina and is bordered by Good Hope PDD to the north; Bolan Hall Road to the south; Lowcountry Drive / SC Highway 462 to the west and Euhaw Creek to the east and north. The property is currently agricultural in use and includes barn, caretaker's cottage, sheds, fencing, signage and other agricultural structures along with internal access roads, gates and utilities. The property has approximately 6,300 linear feet (1.2 miles) of frontage on SC Highway 462 to the west and approximately 14,400 linear feet (2.73 miles) of frontage on Bolan Hall Road to the south. A Site Boundary Exhibit is included as Appendix B. See Section I.C. and Appendix E for details related to the Special District and Community District overlay.

TICKTON HALL is currently zoned Community Commercial along SC Highway 462 and Rural Preservation elsewhere. The adjacent land use to the north is Good Hope Plantation PDD (Special District - Controlled Growth Sector G-2) to the north, residential parcels to the south, and Highway Commercial to the west. It is anticipated that TICKTON HALL will be developed in four to five phases over an approximately ten-to-fifteen-year period.

The property encompasses approximately 1424 acres which consist of +/- 190 acres of potential wetlands, and +/- 1234 acres of upland fields and forest. The property fronts on the Euhaw Creek, which includes the OCRM critical area. The U.S. Army Corps of Engineers (USACE) wetland verification will be included at time of submitting the Community Plan Approval. Preliminary soil distribution has been evaluated using available on-site soil data and USDA soils information. Descriptions of the on-site soils are included in Appendix F, Wetland Assessment and USDA Soils Data.

Based on a review of the USGS Jasper County quadrangle map and preliminary site surveys, site elevations range from approximately 10 to 20 feet above Mean Sea Level (MSL). There are four primary drainage basins as outlined on the USGS map. The USGS Quadrangle Map is included as Appendix G. Currently, the site is mostly wooded with the exception of agricultural fields and management roads (see Appendix D).

Based on a review of current FEMA Flood Insurance Rate Maps (FIRM), the majority of the Special District property is designated Zone 'X' - an area determined to be outside the 0.2% annual chance floodplain, or shaded Zone 'X' - an area of 0.2% annual chance of flood with no base flood elevations established. Less significant sized areas within the property are designated Zone 'AE' - special flood hazard areas subject to inundation by the 1% annual chance flood with Base Flood Elevations determined. Within the Special District property, these Zone 'AE' areas often, but not exclusively, encompass freshwater or saltwater wetland areas. The Special District property can be found within FIRM Map Panel Number 45053C0310D, 45053C0325D, and 45053C0350D effective October 18, 2019, included as Appendix H.

B. SPECIAL DISTRICT (SD) AND DEVELOPMENT AGREEMENT (DA) PROCESS

The Special District Overlay Zone was adopted by the Town of Ridgeland to permit and encourage the effective, efficient, and economical development of land in and around the Town of Ridgeland. The Special District Application will be accompanied by a Development Agreement, the intent of which is to protect the rights and entitlements specified in the Special District for the property from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Special District or in any way hinder, restrict, or prevent the development of the project. The Development Agreement will provide a reasonable certainty as to the lawful

requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State. The Development Agreement is being made and entered between the Owner and The Town of Ridgeland, for the purpose of providing assurances to the Owner that it may proceed without encountering future changes in law which would materially affect the ability to develop under the Special District, and for the purpose of providing important protection to the natural environment, as well as long term financial stability, and a viable tax base to the Town of Ridgeland. The Owner as well as its successors, assigns, and future owners will adhere to the provisions of the Special District and Development Agreement for the duration that each remains in effect, unless one or both are modified or extended through mutual agreement with the Town of Ridgeland.

C. SPECIAL DISTRICT – CONTROLLED GROWTH SECTOR (G2)

It is anticipated that TICKTON HALL will be developed over a period of 10 to 15 years, in accordance with the Special District (SD) set forth in this document or amended in the future. The Special District sets forth the general scope of the development including the Controlled Growth Sector (G2) and transect allocations within each of the Community Plan Districts. In addition to the Special District, development of the property is to be approved based on the Town of Ridgeland SmartCode (TRSC) and further assured by the Development Agreement (DA) between the Owner and the Town of Ridgeland. The Special District is included in Appendix E.

The Special District will provide guidance for planning sustainable Hamlet Neighborhood villages that will enhance the environmental, cultural and economic vitality of the Town and the region. This community scale planning provides an opportunity for a mix of land uses that will be developed over a period of time. Based on the TRSC, community scale plans should range in size from a minimum of 60 acres to a maximum of 160 acres. However, the TICKTON HALL Special District includes larger community planning areas due to location of natural features on the property. In addition, the minimum planning area is reduced to 1 acre to accommodate phased development. The TICKTON HALL Special District Plan (Appendix E), illustrates the Community Districts, general access points, and transect allocation for each the Community Districts. Future Community Plan Approvals will outline proposed land uses based on the established transect allocations. Uses are detailed under Section 2 - Land Use Designations and Definitions and the TRSC (Appendix L).

The TICKTON HALL Special District includes 25% open space with connections through each of the Community Plan Districts. The open space includes preserved or reclaimed ecosystems that provide an avenue for wildlife movement, protection of natural resources, passive recreation, active recreation and stormwater management. The

Special District establishes the framework ensuring a minimum of 25% open space to be defined during the Community Plan Approval.

The Special District will maintain open space requirements to be allocated within the Transect zones. The open space and amenities will be owned and maintained in the manner approved with appropriate covenants and restrictions by the developer, homeowner's association, or other legally designated entity. Property deeded to a governmental entity becomes the maintenance responsibility of that entity.

Activities along any external property lines of the Special District shall conform to the setback, buffer, and screening as described in Section II.D.10 of the Special District. Development height requirements shall conform to the latest adopted version of the Town of Ridgeland SmartCode (TRSC) and Land Development Regulations (LDR); except as provided herein and in the Development Agreement.

Development is planned to occur in accordance with the Development Schedule presented in Appendix N which is preliminary and subject to change based on market conditions.

D. ENVIRONMENTAL PROTECTION

Environmental protection is a priority for the Owner. As part of the development process, the TICKTON HALL Owner will meet or exceed the stormwater management requirements of the Jasper County and the South Carolina Department of Environmental services — Bureau of Coastal Management (SCDES-BCM).

The FICKTON HALL Owner will prepare stormwater management plans for the Community Plan Approval as they are developed. The plan will address the hydrological characteristics of the site as well as predevelopment conditions and post-development stormwater management facilities for flood control and sediment reduction.

Freshwater wetlands on the property are typical of the South Carolina Lowcountry. Approximately 13 percent of the site is potential freshwater wetlands. An assessment indicating the freshwater wetlands on the property is included in Appendix F. On-site wetland impacts resulting from the development of the TICKTON HALL Special District will be permitted jointly through the USACE and SCDES. All impact mitigation will be accomplished through a combination of buffers and preservation of jurisdictional wetlands to meet or exceed state and/or federal standards.

A Federal Threatened and Endangered Species Evaluation by Newkirk Environmental is included as Appendix J. The evaluation indicates that it is unlikely that development of the site will have an adverse effect on any Threatened and Endangered Species.

A Phase I Environmental Site Assessment included as Appendix K. The results of the onsite investigation did not indicate any recognized environmental conditions on the project site or within the immediate vicinity.

E. CULTURAL AND HISTORICAL RESOURCES

As part of the comprehensive study of the property, a preliminary assessment of the cultural and historical resources on the site was prepared by Brockington Cultural Resources Consulting and is included as Appendix I. Further assessment will be prepared prior to submittal of a Community Plan for each of the Districts. As part of Community Plan Approval and prior to final design, the South Carolina Department of Archives and History (SCDAH) will be contacted by the Owner to request a review of the Department's Cultural Resource Inventory database. The Owner will follow the directions and procedures of the SCDAH and, as appropriate and if necessary, will address all cultural resource and historical resource issues with the State Historic Preservation Office. A final determination will be provided as part of Community Plan Approval.

F. WATER AND SEWER SERVICE

Water and sewer service will be provided to TICKTON HALL by the Town of Ridgeland and/or Beaufort-Jasper Water & Sewer Authority or entity approved by the Town. Detailed planning for the water and sewer systems will commence at the time of Community Plan approval by the Town of Ridgeland. Wells for potable water and sewer septic tanks may be permitted when In compliance with environmental standards as regulated by DPH and other regulatory bodies.

G. UTILITY SERVICE

TICKTON HALL is within the service territory of Palmetto Electric for electrical power. The Owner will coordinate with Palmetto Electric regarding planning for the Special District.

Other utility services may be provided at the time of Community Plan approval by legally established entities at the discretion of the Owner, provided such are in accordance with applicable franchising ordinances and licensing requirements of Jasper County and the Town of Ridgeland.

H. ROADWAYS AND TRAFFIC

TICKTON HALL has frontage on SC Highway 462 (Lowcountry Drive) to the west (extending from Bolan Hall Road intersection to approximately 1400 LF north of Strawberry Hill Road intersection), Bolan Hall Road to the south, Strawberry Hill Road internally, and is split by Tickton Hall Road through the middle of the site. SC Highway 462, Bolan Hall Road (from SC Highway 462 to Tickton Hall Road), Tickton Hall Road, and Strawberry Hill Road are all owned and maintained by the South Carolina Department of Transportation (SCDOT). Bolan Hall Road from Tickton Hall Road to eastern terminus is maintained by Jasper County.

The TICKTON HALL Special District provides locations for potential internal access points for future interconnectivity. As part of Special District (SD) for the project, the Owner will work with SCDOT, the Town of Ridgeland, and Jasper County to obtain up to five access points along SC Highway 462; up to six access points along Bolan Hall Road (including the intersection of Bolan Hall Road and Tickton Hall Road); up to three access points along each side of Tickton Hall Road; and up to two access points along each side of Strawberry Hill Road. Additional access points may be requested during the Community Plan Approval submittals.

All proposed access points shall be accompanied by a traffic analysis that demonstrates consistency with the Jasper County, Town of Ridgeland, and SCDOT access standards and design criteria. These accesses may be relocated to accommodate traffic modeling information, site specific characteristics, and adjacent land uses as part of the access management plan. Full access driveways are accesses that do not have restrictions for movements. Restricted accesses may be defined as right-in/right-out, right-in only, and/or left-over movements.

Primary access to the interior of the development will be via the access points off of Highway 462 (Lowcountry Drive) and accesses off Bolan Hall Road as shown on the Special District. Secondary access points are located off Strawberry Hill Road and Tickton Hall Road. Connectivity between the various development parcels and these access locations will be planned and incorporated into the site plans for the individual developments as they are submitted to Jasper County and or the Town of Ridgeland for review. Traffic circulation and access systems will be developed to maximize the public utility of full access points to Highway 462 (Lowcountry Drive) from TICKTON HALL and from adjacent and opposite parcels to the extent practical. Interconnectivity between different proposed uses within the Special District will be promoted to encourage efficient traffic flow between the community districts.

The TICKTON HALL Special District may have roads designed with funding as outlined in the Development Agreement Section 9.1. Roads indicated on the Special District are subject to modification at the time of Community Plan Approval based upon specific soil conditions, environmental concerns, physical constraints, and design parameters. The number of access points and locations described above and shown on the Special District are preliminary and may be relocated during Community Plan Approval. Planning, design, and construction of these accesses, as well as all roadways and transportation elements, shall be in accordance with SCDOT standards, Jasper County Ordinances, Town of Ridgeland Ordinances, a traffic impact assessment for each Community Plan, Special District standards, or other engineering standards reasonably acceptable to the County / Town engineer. Typical roadway sections will be submitted for review at the Community Plan approval stage.

Road linkages to adjacent properties may include impacts to jurisdictional wetlands. Potential access across the jurisdictional wetlands surrounding adjacent tracts may be allowed if approved by OCRM and the USACE.

Notwithstanding other provisions of this document and subject to approval by Jasper County, SCDOT, and/or the Town of Ridgeland, roadway design standards may be modified to reduce environmental impacts and increase tree preservation provided safety concerns are not compromised. Protection and preservation of significant trees will be encouraged. Reductions of roadway and right-of-way widths may not occur unless specifically authorized by the appropriate authorities. See Attached appendix 'O' Tickton Hall Tract Traffic Impact Study Standards.

I. TREE PRESERVATION AND LANDSCAPE STANDARDS

- 1. The minimum allowable post development tree coverage for all development shall be 10 trees, 2 ½" inches DBH (Diameter Breast Height) or larger, per acre within developed areas. Trees planted in commercial area, buffers and parking lots can be used towards this requirement.
- 2. Existing Hardwood trees having a DBH of twenty-four (24) inches or greater shall be field surveyed. To the extent practical, Developer will use best efforts to preserve hardwoods having a DBH of twenty-four (24) inches or greater, except for Live Oaks (see below), and when not practicable will mitigate as follows:
 - All Hardwoods (24" or greater) Mitigate with Two (2) trees at 2 ½" caliper inches
- 3. Live Oaks of 24" and greater shall be graded (A to F) by an arborist. No Live Oaks 24" or greater which are graded A through C may be removed. Live Oaks graded D or F shall follow the mitigation requirements of this document.
- 4. Mitigation may be accomplished through additional plantings as outlined above or by the identification and preservation of existing hardwood trees between four (4) inches and eighteen (23) inches in diameter within the Master Plan area. Trees can be identified (field located) by landscape architect.

5. The tree preservation and replacement requirements of this section shall not apply to clearing related to Silviculture / Farming activities; construction of public infrastructure projects such as public streets, pathways, water or sanitary sewer projects and golf course construction.

STREET TREES

- 1. Street trees shall be provided on both sides of all roads (except alleys, service roads, etc.)
- and may be located within the landscape area between the back of curb and sidewalks or within ten (10) feet of the street rights-of-way. Street trees are not required when streets are located adjacent to existing trees / tree canopy.
- 2. The spacing shall average sixty (60) feet less on center. Final locations may be adjusted based driveways, utilities, pathways, existing tree locations, etc.
- 3. The following is a list of trees that are allowable for use as street trees. (alternate species may be proposed, but require approval from the POA):
 - Nuttall Oak
 - Live Oak
 - Elm species (Allee / Drake)
 - Red Maple
 - Southern Red Oak
 - Shumard Oak

Mixed use and Commercial DISTRICTS (T4 / T5)

- 1. A landscape strip of at least five feet (5') in depth shall be provided between buildings and parking spaces, sidewalks, and other vehicular use areas. This area shall be planted with trees, shrubs, groundcovers, ornamental grasses, and limited amounts of sod. This area is not required in the following situations:
- a. The rear and sides of buildings, which are not generally accessible or visible from the public right of way or to the public.
- b. Areas where it is necessary to have direct access (both vehicles and pedestrian) to the building. Including street frontages in village commercial areas.

- 2. All parking areas directly adjacent to public rights-of-way must provide a minimum six-foot (6') landscape area between the parking area and the right-of-way. Evergreen plant material will be installed in these areas to screen parking area.
- 3. Landscape strips of at least six (5) feet in width shall be provided between parking isles of either head-in or diagonal parking. Each landscape median shall have at least one tree for every 20 linear feet, or portion thereof, and be covered with grass, shrubs, or living ground cover.
- 4. A minimum nine-foot (9') landscape island shall be provided at the end of all parking bays.
- 5. There shall be a maximum of ten (10) continuous parking spaces without a nine-foot (9') landscape island. There shall be at least one hundred (100) square feet of landscape area per Eight (8) parking spaces.
- 7. All landscape islands shall be planted with at least one (1) shade tree.
- 8. Curbing and/or wheel stops, etc. shall be required to protect landscape areas from vehicular encroachment.
- 9. All loading zones and loading areas must be screened with landscaping, a wall or fence and/or a combination of landscaping and a wall or fence.

SINGLE FAMILY RESIDENTIAL DISTRICTS

- 1. Front and side yards of all dwellings which front on a public right-of-way shall be covered with landscaping, except for those areas that are naturalized, or areas to be used for driveways, sidewalks, off-street parking, etc.
- 2. Each single-family lot shall have a minimum of two (2) trees planted at time of home construction. A minimum of one (1) of these must be in the front yard or included with the streetscape.
- a. Trees must be a minimum height of ten feet (10-12') or caliper of 2 1/2 inches.

J. PARKING

The total number of required parking spaces for all land uses allowed herein shall conform to the Town of Ridgeland SmartCode in effect at the time of Final Adoption of the TICKTON HALL Special District. Modulation of those standards may be allowed provided the applicant furnishes actual documentation that the new proposed standard

meets the parking needs of the proposed land use and obtains Town agreement at the time of Community Plan Approval.

K. STORMWATER MANAGEMENT

The TICKTON HALL Special District shall conform to the Jasper County Stormwater Management Ordinance in effect at the time of Special District approval, as well as all other applicable state and federal requirements. Stormwater Best Management Practices (BMPs) will be employed in the development of the Special District so that runoff leaving the site is designed not to degrade water quality within surrounding wetlands and the receiving waterways. Protection of the surrounding watershed is a priority for TICKTON HALL. Community Plans will include protection methods in addition to the Stormwater Management Ordinance. The Special District outlines the major drainage basins and limits of the Open Space Corridor. The Open Space Corridor provides additional protection from disturbances along wetland and sensitive marsh edges. Rain Gardens, bioswales, and wetland restoration will be incorporated within the Community Plan Districts.

L. PUBLIC SAFETY - POLICE/FIRE

TICKTON HALL is committed to the safety and well-being of the surrounding region. A fire station / public safety parcel will be designated at time of Community Plan Approval submittal. Final location to be determined based on agreement with the Town of Ridgeland as outlined in the Development Agreement.

M. ARCHITECTURAL STANDARDS

Architectural standards shall conform with the Town of Ridgeland Smartcode as amended in **Appendix P** and applicable 'District Design Guidelines' established at the time of community plan submittal. Design guidelines will outline additional site plan, architecture, landscape, signage and lighting guidelines for that Community District.

SECTION II – LAND USE

A. INTRODUCTION AND NARRATIVE

The TICKTON HALL Special District has a total area of 1424.35 acres, including +/-190 acres of potential wetlands, as indicated on the Special District (Appendix E).

The Special District consists of the following land use areas designated as Controlled Growth Sector (G2), in accordance with the Town's Comprehensive Plan:

Tickton West and Euhaw Island +/-621.97 acres
Tickton East +/-802.39 acres

Of the approximately 1424 acres, approximately 25% of the property will be preserved as open space or park space and included in the Community Plans according to the Transect allocations outlined in the Controlled Growth Sector (G2). To allow long term flexibility for lower density development, this application includes an amendment to the Growth Sector Allocation outlined in Section III.

Village Commercial and Mixed-Use areas are intended to be located along the SC Highway 462 corridor. Hamlet Villages or Settlements may occur in the vicinity of Euhaw Creek. Final locations will be determined as part of submitting a Community Plan for each of the land use areas.

The Special District for the TICKTON HALL shall maintain flexibility to accommodate specific soil conditions, environmental concerns, pedestrian friendly requirements, physical constraints, market conditions and design parameters and as such, the exact location of boundary lines between land uses and their subsequent location and size indicated within the planning area shall be subject to change at the time Community Plan Approval are submitted for development; provided, however, that maximum densities and other conditions of this Special District and the Development Agreement between the Owner and Town of Ridgeland, South Carolina, will be strictly adhered to, unless adjustment is requested by the Owner and approved by the Town. The boundaries of the Special District may be modified to include adjacent acreage subject to the approval of Town of Ridgeland by appropriate petition/application to the Town of Ridgeland to amend the Special District and, if necessary, to amend the Development Agreement.

B. ALLOWED LAND USES

The purpose of this portion of the Special District document is to state which land uses shall be allowed within the TICKTON HALL Special District; however, by allowing these uses this does not obligate the developer to provide the uses or facilities stated herein.

Any easement that occurs within the property shall have the same land uses as any of the adjacent land uses. Any restrictions shall be based on the legal definition and scope of that easement.

Design Regulations and Performance Standards will be established for each area at the time of the Community Plan Approval. Unless otherwise agreed at Community Plan Approval or in this Special District, the standard for uses and design criteria from the Town

of Ridgeland SmartCode, Subdivision Regulations and Land Development Regulation will apply.

C. ALLOWED DENSITY

The following Transect Zones will regulate the proposed density within TICKTON HALL Special District. Residential and Commercial density will be a subject of approval for the Community Plan of each District as outlined in the Special District (Appendix E)

T1-T2: 25% minimum overall and no max

T3: 30% min and no max (6 By-Right / 8 TDR DU's per acre)
T4: no min and 40% max (8 By-Right / 9 TDR DU's per acre)
T5: no min and 30% max (10 By-Right / 15 TDR DU's per acre)

The TICKTON HALL Special District has density which can be transferred between each Community Plan, but limited by the overall allocated density for T5, T4, T3 and T2 transect zones assigned to TICKTON HALL. Each transect zone has a By-Right residential density and Transfer of Development Rights (TDR) to increase the density within each Community Plan (see above). TDR density shall be transferred during the Community Plan approval process as outlined in the TRSC. Overall residential density shall include both Attached and Detached Single-Family Residential. Bed and Breakfast and Guesthouses shall not count against residential density. Detached Guesthouses, "Mother-in-Law" Apartments, and Garage Apartments (for rent or not) on the same lot with a single family unit will be allowed as an additional structure and not count as a DU. Fractional Ownership/Time Shares and Condo/Hotels count as 0.5 residential units for purposes of density. Condo/Hotels are defined as primarily transient, short-term lodging facilities which have units or vacation shares owned by individuals/entities and may be under some type of common management/leasing program. Both short- and long-term multi-family rentals and units for sale are allowed.

Commercial to Residential Conversion Rate: Commercial Densities may be converted to single family residential units or assisted living residential unit. The allowable conversion rate shall be 2000 Square Feet Commercial to one DU Residential or assisted living bed.

Commercial acreage shall include the commercial uses of Institutional/Civic and shall not count against the commercial density allocation and have no cap placed on unit density (building square footage/acre); provided compliance with stormwater, parking, buffering, landscaping and other site design requirements of the Special District, TRSC, and LDR are met. Hotel/Inn/Bed and Breakfast properties, and assisted living/congregate care/nursing home facilities shall not have a specified dwelling unit per acre maximum, provided compliance with stormwater, parking, buffering, landscaping, and other site design requirements of the Special District, TRSC, and the LDR are met. All commercial

development shall be subject to the provisions of the Development Agreement and Special District.

D. DEFINITIONS OF LAND USE TERMS AND DENSITY TERMS

In the absence of a term definition in this Regional Plan or in the TICKTON HALL Development Agreement with Town of Ridgeland, the definitions of the Ridgeland SmartCode shall apply in the interpretation of this Special District. The definitions below shall generally describe the allowed uses within the Special District.

1. Special District including Tickton West (including Tickton Island) and Tickton East

The Controlled Growth Sector (G2) designation allows for planning based on the transect allocation outlined in Section III.

a. Permitted Uses:

- (1) Establishments engaged in selling goods or merchandise to the general public for personal or household consumption (e.g., outlet centers, shopping centers, supermarkets, department stores, convenience stores, gas stations, automobile and boat dealerships, etc.) and rendering services incidental to the sale of such goods; establishments providing services or entertainment to the general public including but not limited to eating and drinking establishments, personal service and repair business and entertainment establishments (e.g. movie theatres, bowling alleys, etc.); medical and health facilities/office buildings and/or office for government, business professional or general purposes, unless specifically prohibited under Prohibited Uses below.
- (2) Assembly and Worship
- (3) Colleges and Professional Schools, Neighborhood (elementary, middle and high school)
- (4) Storage facility
- (5) Assisted living and continuing care facility
- (6) Daycare, commercial
- (7) Utilities including Cell Towers
- (8) Public Services
- (9) Government Office
- (10) Commercial lodging (hotel and motel)
- (11) Commercial Retail
- (12) Office
- (13) Medical and Health Facilities
- (14) Restaurant (including outdoor seating)

- (15) Service Businesses
- (16) Dry-cleaning and Laundry Services
- (17) Parking Garages
- (18) Gas-convenient stores
- (19) Commercial Amusement (indoor)
- (20) Christmas Tree Sales
- (21) Roadside Stands (on designated areas only)
- (22) Commercial Outdoor Sales (related to existing retail)
- (23) Public Interest and Special Events (permitted, located, and scheduled ahead of time)
- (24) Golf Course
- (25) Movie Theaters, Bowling alleys, Entertainment
- (26) Grocery
- (27) Warehouse facilities
- (28) Recreational Vehicle Park
- (29) Outdoor go-cart racing facilities subject to the TRSC
- (30) Single family attached and detached residential
- (31) Equestrian including public stables and facilities
- (32) Agricultural uses with Hunting
- Sidewalk displays are permitted directly in front of an establishment, if at least five (5) feet of sidewalk is maintained for adequate and uncluttered pedestrian access.
- c. Commercial uses shall provide a minimum buffer of fifteen (15) feet from any adjacent residential use not separated by a road right of way.

d. Prohibited Uses:

The following uses are specifically prohibited:

- (1) Junkyards or auto salvage yards
- (2) Gambling facilities not authorized by law
- (3) Sexually-oriented businesses

2. Hotel, Inn, Resort and Condo/Hotel

This designation is for hotels, inns, timeshare projects, resorts and spas that consist of building or buildings with guest rooms for sleeping, kitchens and or a dining room(s) to provide meals for guests, including public restaurants, bars, and entertainment areas. Hotels, inns, and spas shall be considered a commercial land use. Conference facilities may or may not accompany the hotel/inn and may be integral to the hotel/inn or detached. Resorts under this land use may include fractional ownership. Hotels, inns, and spas shall be considered a commercial land

use and will not count against the residential unit cap except for Fractional Ownership/Time Shares and Condo/Hotels, which count as 0.5 residential units for purposes of density, but count as a commercial unit (Hotel/Motel) for Developer Fees under the Development Agreement.

Maximum building height shall meet the requirements of TRSC

3. Community Recreation, Amenities and Parks – Allowed in all Transect Zones or as allowed in the TRSC

This designation allows for the recreational complexes and amenities to serve the TICKTON HALL Special District. Land uses may consist of private and semi-private recreation, indoor and outdoor lighted and unlighted recreation facilities, establishments and services that include active and passive sports and entertainment, ancillary facilities such as restaurants serving such public recreational facilities. Community Recreation enhances the quality of life and provides recreational needs for the TICKTON HALL community and shall not be counted against the overall allowed acreage for commercial uses within the TICKTON HALL Special District. Permitted uses include:

- a. Outdoor Recreational Facilities including but not limited to:
 - 1. Public or Private Clubhouse and pavilions (maximum 3 stories and 45' height above finished grade, subject to provisions of the TRSC)
 - 2. Swimming pool and support facilities
 - 3. Event space and green for outdoor recreation and restrooms
 - 4. Recreation fields, sports courts and other recreation related amenities.
 - 5. Sidewalks and pedestrian trails
 - 6. Recreational Building including but not limited to uses such as indoor recreation, meetings, assembly, banquet, fitness, and hobby space.
 - 7. Accessory Buildings
 - 8. Community Offices/Administration Buildings shall not be counted against commercial acreage.
 - 9. Maintenance and Storage Facilities
 - 10. Pro shops, snack bars, grills, restaurants and lounges associated with clubhouses
 - 11. Ancillary uses associated with community recreation facilities such as craft centers, fitness centers, etc.
 - 12. Equestrian including public stables and facilities
 - 13. Hunting

Community Recreation, Amenities and Parks can be used to fulfill the Civic Space requirements outlined in 3.5.3 of the TRSC.

4. Community River Access - Allowed in all Transect Zones or as allowed in the TRSM

This designation allows for community access to the rivers, marshes and creeks within and adjacent to TICKTON HALL. Community River Access locations shall remain flexible to accommodate surveyed river and creek locations, specific soil conditions, environmental concerns or other physical constraints. The exact location of the Community River Access sites will be determined at the time of Community Plan Approval submittal and as permitted through DHEC.

- a. Individual Docks and Shared docks (20 total Individual and 25 shared allowed)
 - 1. Docks associated with residential dwellings.
 - Individual and shared docks shall comply with all Town of Ridgeland, State and federal standards, which are in effect at the time of such permitting, and regulations shall be determined, by the direct application to appropriate agencies.
- b. Community Docks and Marinas (5 total Community Docks allowed)
 - 1. Piers and pier heads
 - 2. Floating docks
 - 3. Boat Launch includes hoist, ramp, travel lift and fork lift
 - 4. Wet or dry boat storage
 - 5. All ancillary uses including ships store, dining facilities, and boat repair.
 - 6. Community and marina docks shall comply with all Town of Ridgeland, State and federal standards, which are in effect at the time of such permitting, and regulations shall be determined, by the direct application to appropriate agencies.
- c. Canoe and Kayak Access
 - 1. Pier, pier head and floating docks for launch of canoes and kayaks.
 - 2. No fueling facilities
 - Canoe and kayak access shall comply with all Town of Ridgeland, State and federal standards which are in effect at the time of such permitting, and regulations shall be determined by the direct application to appropriate agencies.
 - 4. Canoe and Kayak access do not count against the dock limits prescribed in the Development Agreement.
- 5. Institutional/Civic Allowed in all Transect Zones (T1, T2, T3, T4, and T5)

This designation allows for institutional and civic land uses, which shall be allowed to occur as a mixed use throughout the TICKTON HALL Special District. Institutional and civic land uses shall be reviewed at the Community Plan phase.

- a. Civic, cultural, municipal, governmental, educational (public or private), conference centers, research or other similar facilities which may include dormitories or other similar living quarters for students, staff, faculty and professionals.
- b. Churches, synagogues, temple and other places of worship provided that such uses are housed in a permanent structure.
- c. Cemeteries provided that such use does not include a funeral home or crematorium.
- d. Medical and health facilities, assisted living facility, nursing home and congregate care facility.
- e. Public emergency service facilities, fire stations, library, museum, day care facilities, social/community centers, etc.

6. Maintenance Areas - Allowed in all Transect Zones (T1, T2, T3, T4, and T5)

The maintenance areas will contain the facilities, tools and equipment necessary to maintain the common properties within the TICKTON HALL Special District. These facilities may be congregated on a central site or located in separate convenient sites for different services such as general community maintenance, golf course maintenance, recreation area maintenance, agricultural uses, equestrian stables and facilities, hunting land or individual property regime maintenance. Permitted uses include:

- a. Vehicle maintenance
- b. Storage of vehicles and parts, boats, recreational vehicles and resident storage
- c. Fuel storage
- d. Shops for woodwork, metalwork and painting.
- e. Greenhouses, plant propagation areas and holding yards
- f. Mulching facility and mulch storage.
- g. Storage of chemicals and bulk materials as permitted by law.
- h. Offices associated with community and maintenance.

7. Recreational Vehicle Parks – Allowed in all Transect Zones (T1, T2, T3, T4, and T5)

These parks are permitted provided the owner/developer and the Town agree to the design standards that must be submitted at the time of Community Plan Approval submittal. Recreational Vehicle Parks shall be buffered a minimum of 50 feet from any adjacent residential land use.

8. Model Home/Sales Center – allowed in T3, T4 and T5

This designation allows for the model homes and office/administrative facilities associated with the primary sale of residential lots and homes. The facility(s) may be permanent or temporary in nature with the model homes being sold as single-family residences in the future or the facility(s) may relocate from time to time during the period of development to meet the needs of development phasing. From time to time model homes may be constructed and later sold as permanent residences when no longer needed as models. Permanent model homes will count towards the total residential density cap and towards associated residential development fees. Temporary sales centers will not count against commercial square footage density or development fees.

9. Open Space

TICKTON HALL Special District shall provide at least twenty-five (25) percent open space for the overall Special District. There shall be no requirement for additional open space within each Community Plan. Open space may be in restricted access, gated communities and shall consist of the following:

- (1) Landscaped areas including manicured village greens and pocket parks
- (2) Environmental Corridors; Forest, wildlife preserves/corridors, wetland conservation areas, wetland buffers, Lakes and other stormwater management areas and greenbelts
- (3) Community garden plots
- (4) Recreation areas including swimming pools, tennis courts, playgrounds, ball fields, lawn game fields, gardens, golf courses, etc.
- (5) Pedestrian/bicycle trail, sidewalk easements or within right-of-way
- (6) Buffer and setback areas
- (7) Treated wastewater application areas, effluent spray fields, and drip irrigation
- (7) Preserved areas containing cultural, historic or environmental resources

10. Setbacks and Buffers

Setbacks and buffers required by the TRSC shall apply at time of Community Plan Approval. All other buffers and setbacks shall be maintained as described below:

SC Highway 462 : 50' Setback Bolan Hall: 250' Setback

Tickton Hall Road: 100' Setback OCRM Critical Line / Euhaw Creek: 75' Average Setback / Buffer

All other Property perimeter boundary lines: 50' Setback

- (1) There shall be no minimum setbacks applied to the Community Plan areas other than setbacks outlined above; those required by Fire Code; and those described elsewhere in this document.
- (2) At time of submitting wetlands or recorded conservation easements the setbacks and buffers shall be as determined by the state and federal agencies having jurisdiction over the wetlands. The project shall have the right to buffer average in accordance with USACE and OCRM standards.
- (3) A 10-foot setback shall be required for all drainage systems and retention ponds within the development, unless otherwise directed by applicable governmental authorities for applicable wetland buffers, etc.
- (4) Stormwater features related to the outfall from a detention, retention or filtration system shall be allowed within the perimeter setbacks and buffers. Only temporary flood control and soil erosion control devices shall be permitted in the perimeter setback and buffer areas during construction. These devices shall be immediately removed upon stabilization of these areas.
- (5) Multi-use pathways and trails shall be allowed in the setbacks/buffers as approved on the Community Plans.
- (6) Perimeter Buffers should include the reasonable preservation of existing tree canopy and native shrubs. Buffers may be enhanced to achieve reasonable visual opacity from public streets and adjacent residential properties. Fencing and pastures are allowed with buffer areas.
- (7) Treated wastewater application areas, effluent spray fields, drip irrigation and site utilities (sewer, water, power) shall be allowed in buffers.
- (8) Modifications to the Perimeter Buffers including created and planted berms, stormwater BMP's and fencing should be submitted for approval with the Community Plans.
- (9) Signage, fencing and landscape lighting are allowed in the perimeter buffers.

11. Signage Control

- a. Signage for the TICKTON HALL Special District shall be governed by the District Design Guidelines at time of Community Plan approval. Monument signs shall be allowed at every access point based on the following criteria:
 - i. Monument signs shall not exceed 90 SF and 15' height at each entry along SC Highway 462
 - Outparcels along SC Highway 462 are allowed one 40 SF sign per parcel or one 80 SF sign for multiple tenants. Outparcel signs shall not exceed 12' height.
 - iii. Monument signs shall not exceed 48 SF and 10' height along Bolan Hall Road, Tickton Hall Road and Strawberry Hill Road.

Signage Master Plan to be included with Community Plan submittals. All other signage legibly visible from the Public Right-of-Way subject to District Design Guidelines approval.

12. Wetlands

This designation allows the following uses within wetlands:

- a. Buffers
- b. Conservation areas
- Wetland Grossings and activities in all wetland areas as permitted by the USACE and DES
- d. Disposal of reclaimed water as permitted by DPH
- e. Stormwater management and recreational lakes
- f. Boardwalks, nature trails, bridges and other permitted structures to enhance the open space / environmental corridors.
- g. Game Management, selective pruning and replantings for sports activities including golf.

13. Utilities

This designation allows for utility service to serve the Community Districts of the TICKTON HALL Special District. The following utility land uses shall be allowed:

- a. Potable water supply and distribution including wells
- b. Wastewater collection, treatment and disposal including septic tank systems
- c. Stormwater collection, treatment and detention
- d. Irrigation
- e. Communication towers
- f. Satellite antennas
- g. Cable television facilities

- h. Telephone facilities
- i. Power transmission and distribution
- j. Fiber optic lines
- k. Other utility services (i.e., Internet access and other telecommunication uses)
- I. Solar Farm

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

- a. Arterial streets and primary access roads
- b. Water supply
- c. Wastewater treatment and effluent disposal
- d. Power substations
- e. Central telephone facilities
- f. Stormwater management lagoons
- g. Natural gas supply

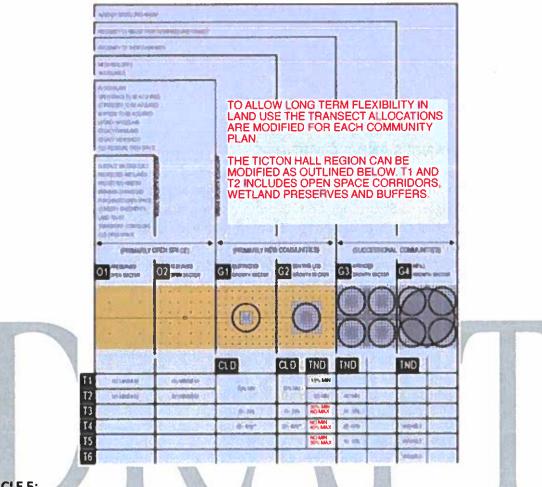
In the case of this Special District, the community-wide infrastructure may serve more than one planning tract. Infrastructure serving the community (on-site and off-site) will be approved as part of the Development approval process. Infrastructure projects must receive a Town of Ridgeland Permit prior to construction.

SECTION III - CHANGES AND EXEMPTIONS

The Special District and Development Agreement constitute a request for a waiver from the current Town of Ridgeland SmartCode and LDR where differences occur. However, activities in the Special District shall conform to all other Town of Ridgeland Ordinances and Regulations where differences do not occur. The Special District may introduce land uses that do not exist in the current Zoning Ordinance. Based on the Special District, TICKTON HALL requests deviations, waivers and variances from the TRSC.

The provisions of the Development Agreement and the Special District shall apply to development in the TICKTON HALL. In the event of a conflict, the hierarchy of documents is the following: 1) Development Agreement; 2) Special District; 3) Town of Ridgeland SmartCode and LDR in effect at the time of Final Adoption of the TICKTON HALL Special District. The following clarifications or modifications to otherwise applicable standards of the TRSC are hereby made applicable to the TICKTON HALL Special District (THRP):

2.2 TABLE 1. - SECTOR/COMMUNITY ALLOCATION.



ARTICLE 5:

- 1. Signage standards to be determined at time of community plan submittal.
 - 2. Signage Standards shall be modified to allow wood composite materials.
 - 3. Monument signs shall be allowed at all entrances along Highway 462. (80 SF max per sign; 12' Maximum Height)
 - 4. Parcel identification signage shall be allowed along Highway 462 and Bolan Hall Road (40 SF max per sign; 12' Maximum height)
 - 5. Neighborhood Entry signs shall be allowed at all entrances along Bolan Hall and Tickton Hall road. (50 SF max per sign, 10' maximum height)
 - 6. Signage standards to be determined at time of Community Plan approval
 - 7. Architectural Standards to be determined at time of Community plan approval.
 - 8. Architectural Standards shall be modified to allow wood composite and materials.

ARTICLE 6: SEE TABLE 1-T2 AND TABLE 1-T3

ARTICLE 6 and Table 14. - T3

TRSC- Lot width: 60 ft. min. and 120 ft. max. THRP- Lot width: 35 ft. min. and 200' max.

ARTICLE 6 TABLE 14. - T4/T5

TRSC- Lot width: 28 ft. min. and 90 ft. max.

THRP- Lot width: 20 ft. min. for Row house; 35' min for single family and no max.

DRAFT



RURAL ZONE

BUILDING CONFIGURATION:

PRINCIPAL BUILDING: 2 STORIES MAX

OUTBUILDING: 2 STORIES MAX

Consists of sparsely settled lands in open or cultivated states. These include woodland, agricultural land, and grassland. Typical buildings include farmhouses, plantations, cabins, agricultural buildings, family compound, and hunting lodge. The T2 zone is recommended for those areas outside the edge of sub-urban and urban settlement.

PERMITTED USES:

By Right: House, Accessory Unit, Open-Market Building, Bus Shelter, Fountain or Public Art, Playground, Religious Assembly, Grain Storage, Greenhouse, Kennel, Stable, Rest Stop, Roadside Stand, Cemetery, Childcare Center

By Warrant: Inn (up to 12 rooms), Bed & Breakfast (up to 5 rooms), Outdoor Auditorium, Livestock Pen, Gasoline, Electric Substation, Wireless Transmitter.

CIVIC SPACES: PARKS & PLAYGROUNDS.

BASE RESIDENTIAL DENSITY: 1 UNIT/25 ACRES AVERAGE:

1 UNIT / 1 ACRE

BLOCK SIZE: NO MAXIMUM

PERMITTED THOROUGHFARES: SEE THOROUGHFARE STANDARDS FOR T2

LOT WIDTH AND COVERAGE: BY WARRANT

PERMITTED PRIVATE FRONTAGES: COMMON YARD

Building Function: RESTRICTED RESIDENTIAL, RESTRICTED LODGING,

RESTRICTION OFFICE, RESTRICTED RETAIL

BUILDING DISPOSITION:

EDGEYARD:

PERMITTED

Sideyard:

Not Permitted Not Permitted

Rearyard: Courtyard:

Not Permitted

SETBACKS:

PRINCIPAL BUILDING:

20' MIN.

(G.1) FRONT SETBACK (PRINCIPAL): 48 FT. MINT.

(G.2) FRONT SETBACK (SECONDARY): 48 MIN. MIN.

(G.3) SIDE SETBACK: 96 FT. 15' MIN.

(G.4) REAR SETBACK: 96-ET. 15' MIN. FRONTAGE BUILDOUT: NOT APPLICABLE

1/2 ACRE MINIMUM LOT SIZE

OUTBUILDING:

(H.1) FRONT SETBACK: 20 MIN +=BLDG SETBACK

(H.2) SIDE SETBACK: 3 OR 6 FT. 5'MIN.

(H.3) REAR SETBACK: 3 FT. MIN 5' MIN.





NEIGHBORHOOD GENERAL

T3, Neighborhood General, consists of a medium density residential area, adjacent to Neighborhood Core (T4) areas that contain some mixed use. Home occupations and accessory buildings are permitted. T3 contains a wide array of building types and is characterized by its dappled sunlight and shade illuminating its thoroughfares with soft edges. Medium-sized blocks define Neighborhood General and are typically serviced by rear lanes/alleys similar to the orginally platted lots of Ridgeland.

PERRMITTED USES:

BY RIGHT: LIVE/WORK UNIT, BUNGALOW, SIDEYARD HOUSE, COTTAGE, BED & BREAKFAST (UP TO 5 ROOMS), HOUSE, ACCESSORY UNIT, OPEN-MARKET BUILDING, BUS SHELTER, FOUNTAIN OR PUBLIC ART, OUTDOOR AUDITORIUM, PLAYGROUND, LIBRARY, RELIGIOUS ASSEMBLY, CHILDCARE CENTER, FIRE STATION, FUNERAL HOME

By Warrant: Greenhouse, Kennel, Stable, , Electric Substation, Cemetery, Elementary School.

CIVIC SPACES: PARKS, GREEN, & PLAYGROUNDS.

BASE RESIDENTIAL DENSITY: 6 DWELLING UNITS PER ACRE MAXIMUM.

BLOCK SIZE/PERIMETER: '2200 FEET, 3200 FEET

PERMITTED THOROUGHFARES: SEE THOROUGHFARE STANDARDS FOR T3

LOT WIDTH: 60-FT-MIN-AND-420-FT-MAX: 35' MIN. X 200' MAX

LOT COVERAGE: 60%

PERMITTED PRIVATE FRONTAGES: COMMON YARD, PORCH & FENCE

BUILDING CONFIGURATION:

PRINCIPAL BUILDING: 2 STORIES MAX

OUTBUILDING: 2 STORIES MAX

SETBACKS:

PRINCIPAL BUILDING:

(G.1) FRONT SETBACK (PRINCIPAL): 6-12 FT. MIN.

(G.2) FRONT SETBACK (SECONDARY): 6-12 FT. MIN.

(G.3) SIDE SETBACK: 0 FT. OR 5FT.

(G.4) REAR SETBACK: 5 FT.

FRONTAGE BUILDOUT: 50% MINIMUM

OUTBUILDING:

(H.1) FRONT SETBACK: 24 MIN + BLDG SETBACK

(H.2) SIDE SETBACK: 0 OR 3 FT.

(H.3) REAR SETBACK: 3 FT. MIN

BUILDING DISPOSITION:

EDGEYARD:

PERMITTED

SIDEYARD:

PERMITTED

REARYARD:

NOT PERMITTED

COURTYARD:

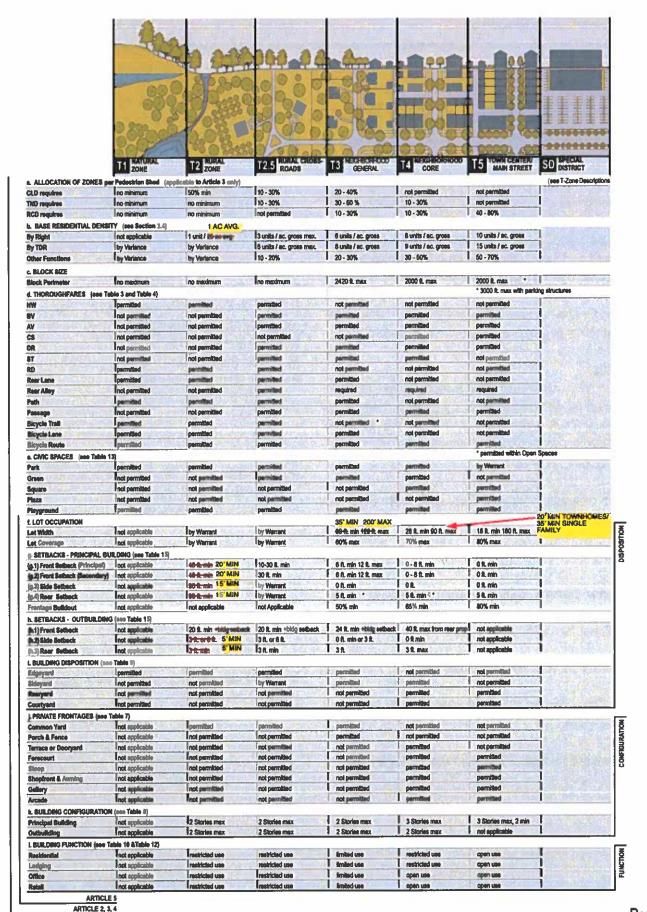
NOT PERMITTED

Building Function: RESTRICTED RESIDENTIAL, RESTRICTED LODGING,

LIMITED OFFICE, RESTRICTED RETAIL

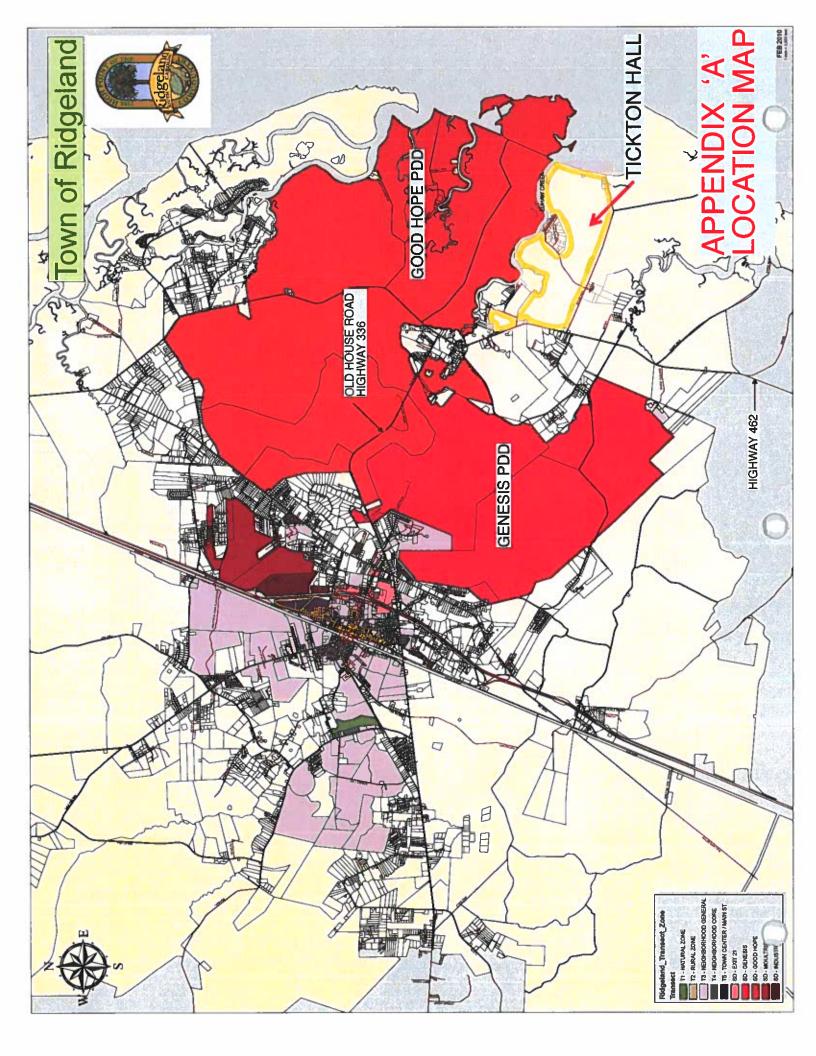
TICKTON HALL SPECIAL DISTRICT - CHANGES AND EXEMPTIONS

TABLE 14. SMARTCODE SUMMARY



APPENDIX A

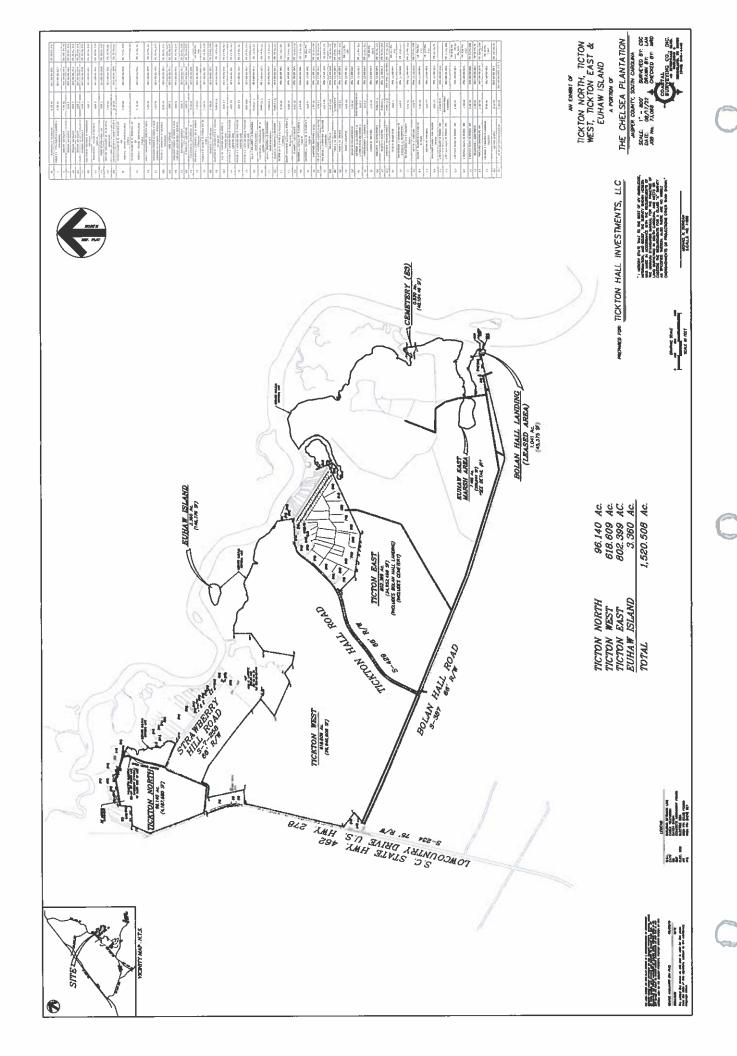
SITE LOCATION MAP



APPENDIX B

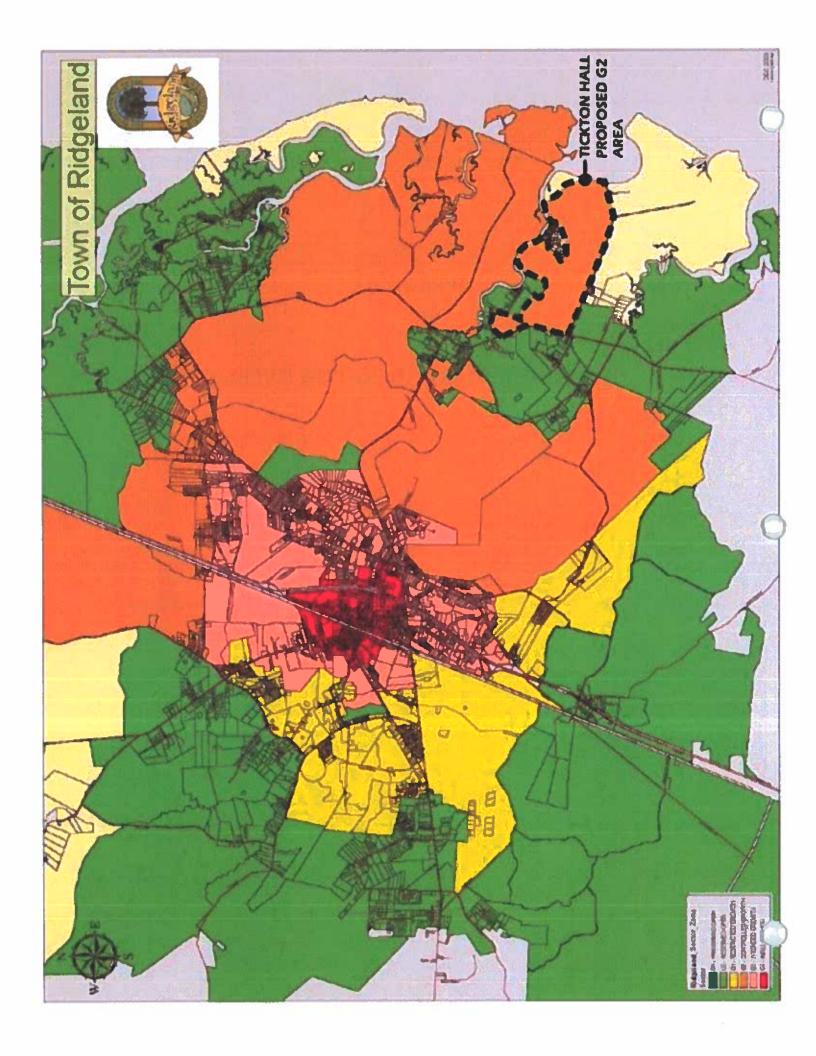
SITE SURVEY AND BOUNDARY EXHIBIT

DRAFT



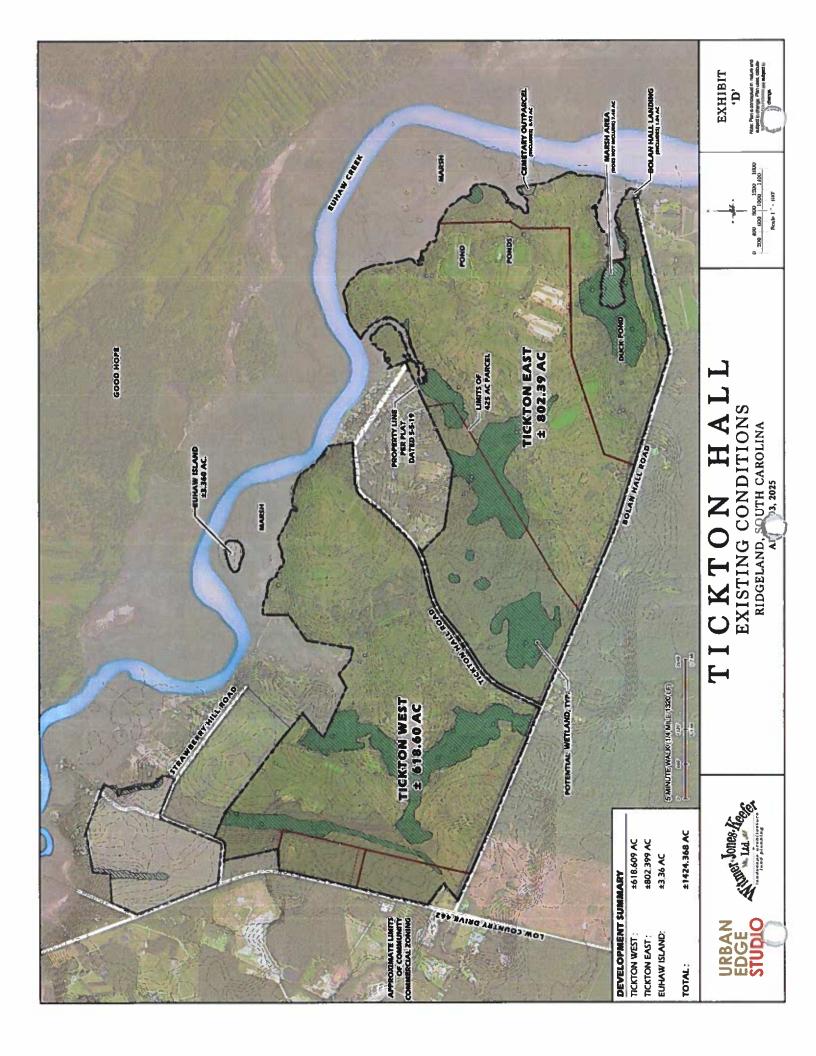
APPENDIX C

TOWN OF RIDGELAND ZONING OVERLAY



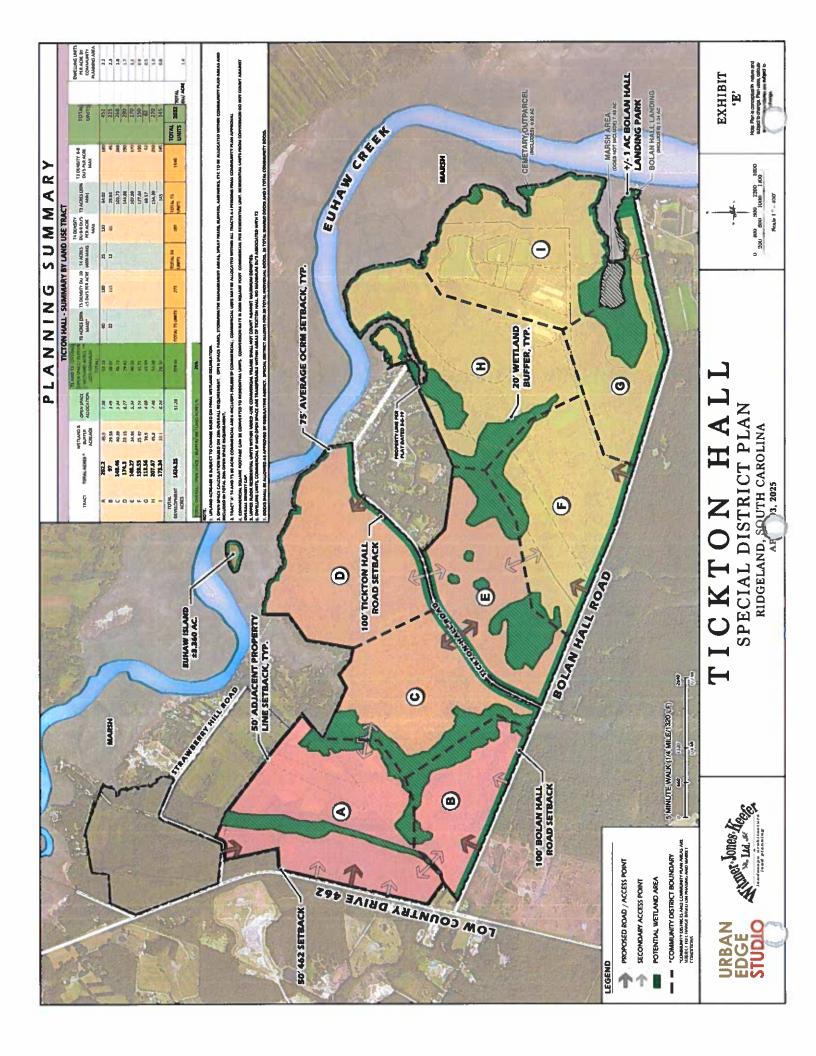
APPENDIX D

EXISTING CONDITIONS AND AERIAL SITE MAP



APPENDIX E

SPECIAL DISTRICT WITH COMMUNITY DISTRICT OVERLAY



APPENDIX F

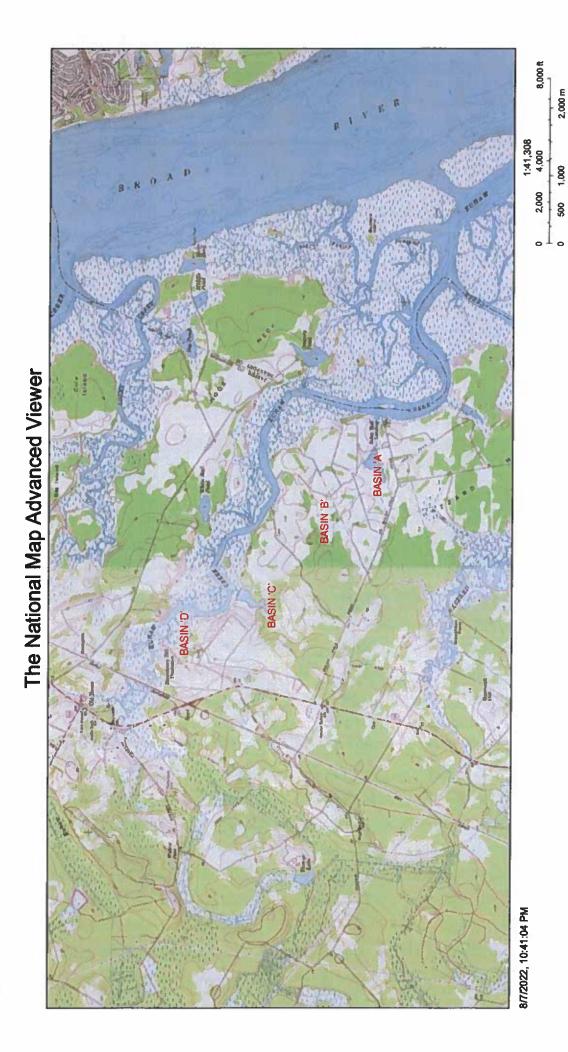
WETLAND ASSESSMENT / USDA SOILS DATA SEE DIGITAL COPY 4-9-25

APPENDIX G

USGS QUADRANGLE MAP

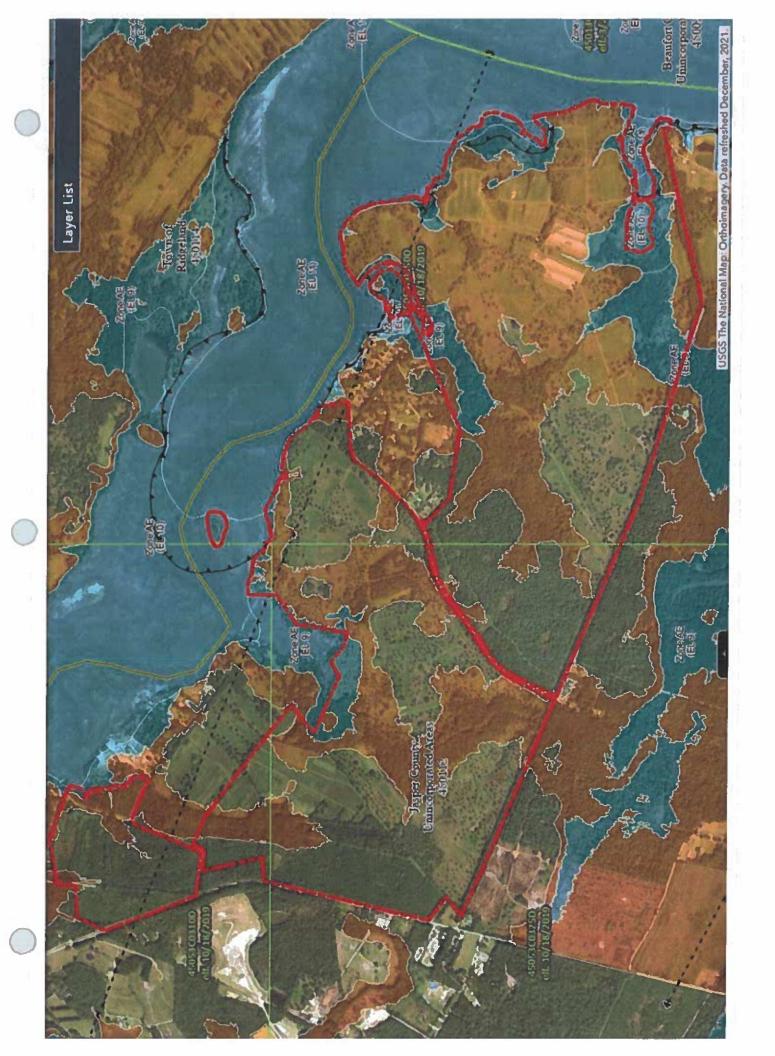
2,000 m

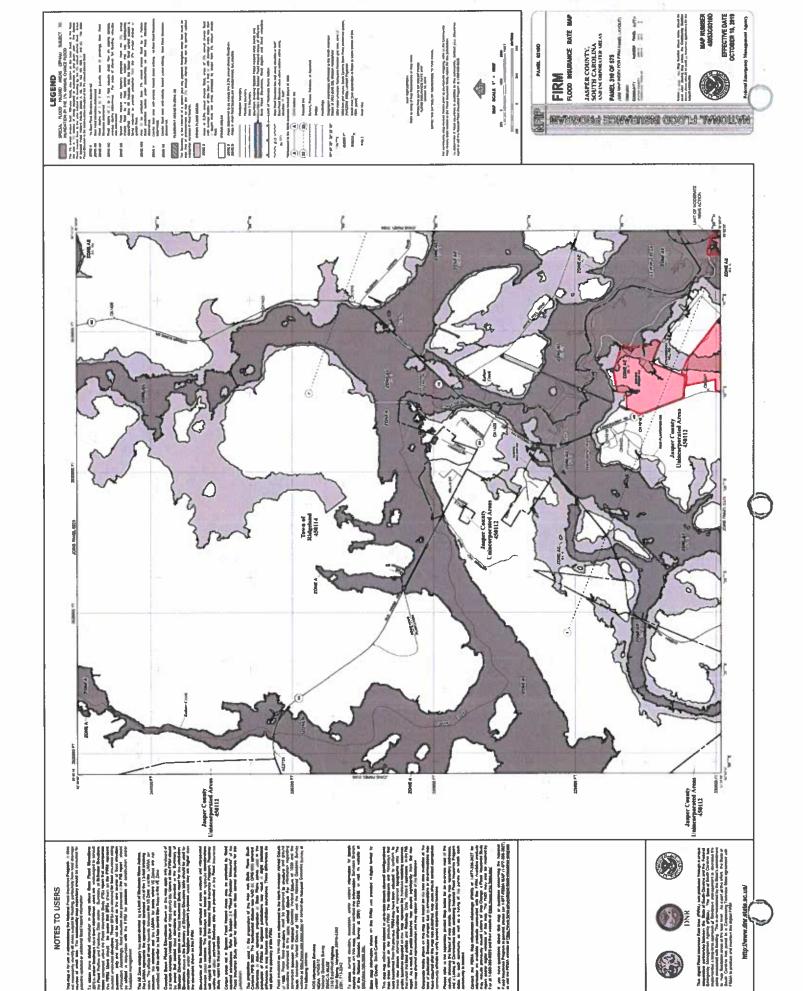
Copyright © 2013 National Geographic Society, i-cubed



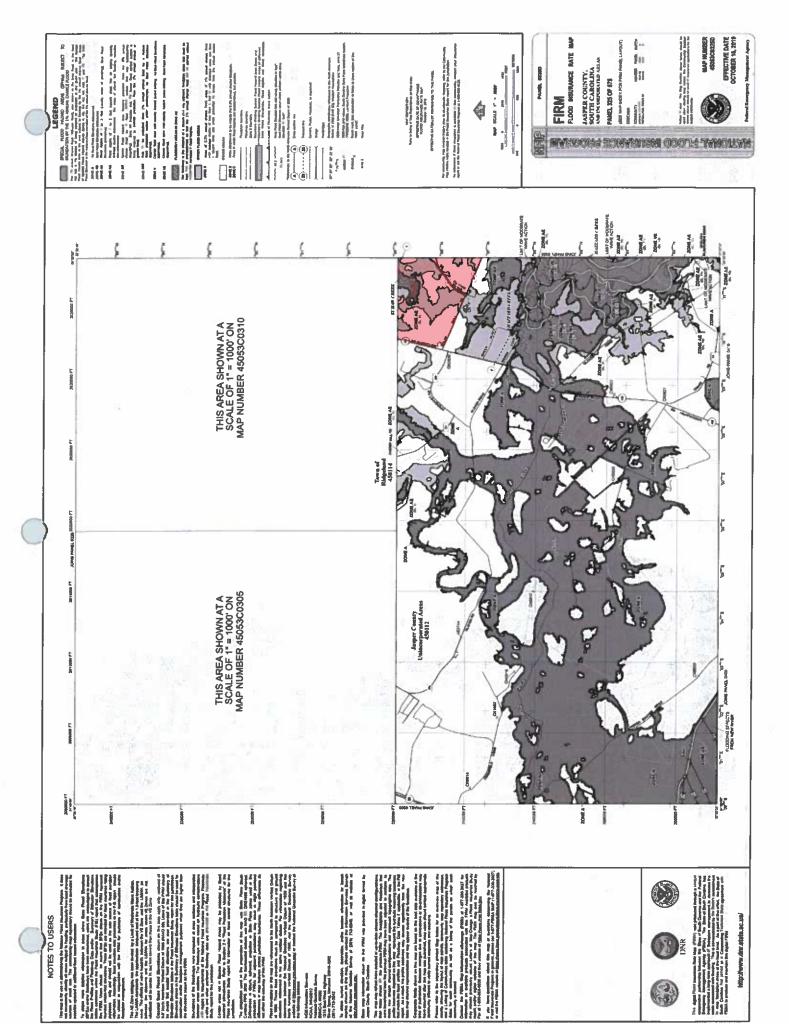
APPENDIX H

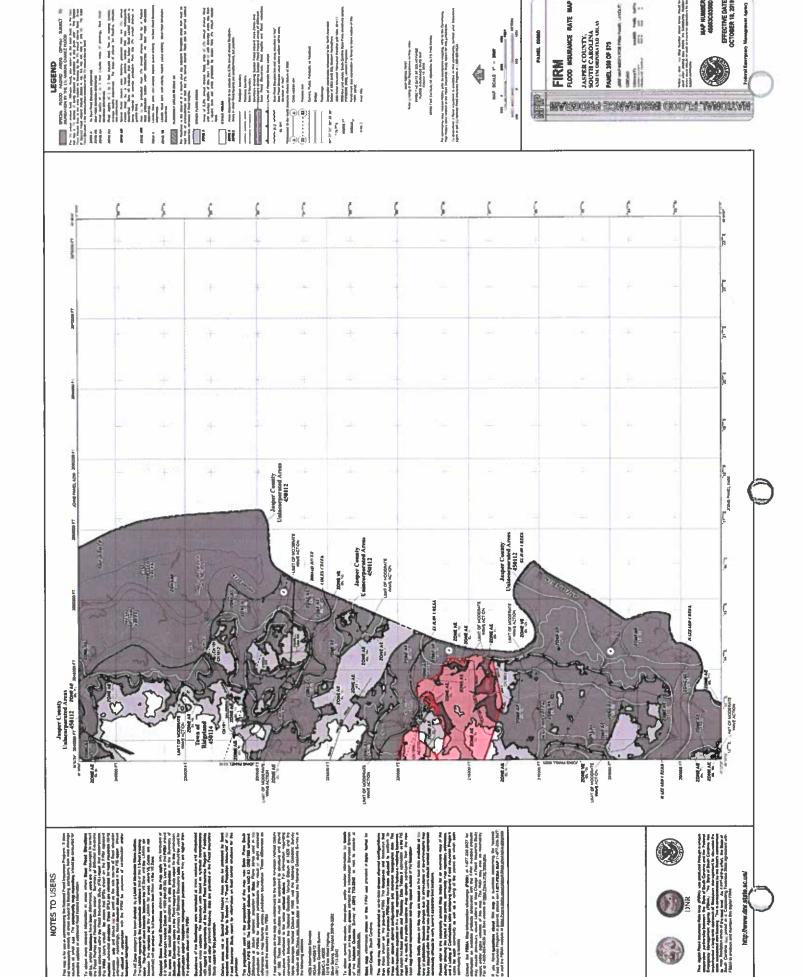
FEMA MAP





H





APPENDIX I

CULTURAL RESOURSES ASSESSMENT - BROCKINGTON

SEE DIGITAL COPY 4-9-25

APPENDIX L

SEE DIGITAL COPY 4-9-25

2010 TOWN OF RIDGELAND ZONING ORDINANCE

DRAFI

APPENDIX M

SEE DIGITAL COPY 4-9-25

JASPER COUNTY STORMWATER ORDINANCE

APPENDIX N

DEVELOPMENT SCHEDULE

The following is a Preliminary Development Schedule for TICKTON HALL Special District that is subject to change based on market conditions and other factors:

Year	Commercial (sq ft)	Residential (dwelling units)
Phase 1 – 2026-2027	BASED ON MARKET CONDITIONS	BASED ON MARKET CONDITIONS
Phase 2 -2028-2030		
Phase 3 -2031-2033		
Phase 4 -2033-2034		
Phase 5 -2036-2039		

APPENDIX O

TRAFFIC IMPACT STUDY



Memorandum

Kimley-Horn April 9, 2025

RE: Tickton Hall Tract Traffic Impact Study Standards

Ridgeland, Jasper County, South Carolina

Project Introduction

The proposed Tickton Hall Tract is located along SC 462 (Lowcountry Drive) from Bolan Hall Road to Strawberry Hill Road. The proposed Tickton Hall Tract is bound by SC 462 (Lowcountry Drive) to the west, Bolan Hall Road to the south, Strawberry Hill Road to the north and is split by Tickton Hall Road through the middle of the proposed development.

Nearby Road Information

SC 462 (Lowcountry Drive) is currently a SCDOT maintained rural arterial with a 2024 average annual daily traffic volume (AADT) of 12,600 vehicles per day (vpd) from SC 336 to Snake Road.

Bolan Hall Road is a state maintained rural local two-lane roadway from SC 462 (Lowcountry Drive) to Tickton Hall Road. The state maintenance on Bolan Hall Road stops from Tickton Hall Road to its eastern terminus, SCDOT does not provide AADT data for Bolan Hall Road

Tickton Hall is a state maintained rural local two-lane roadway SCDOT does not provide AADT data for Bolan Hall Road

Strawberry Hill Road is a state maintained urban local two-lane roadway SCDOT does not provide AADT data for Bolan Hall Road

Project Access

The Conceptual Master Plan provides locations for potential external and internal access points for future interconnectivity. The access points are anticipated to be full-movement and/or restricted access depending on the South Carolina Department of Transportation (SCDOT), Jasper County, and/or the Town of Ridgeland standards. The driveway spacing and driveway access should adhere to the SCDOT's Access and Roadside Management Standards (ARMS).

Traffic Impact Study

As each Community Plan within the Regional Plan is developed, a traffic impact study (TIS) will need to be performed to determine access control type (i.e., stop controlled, signal, or roundabout) and geometric improvements. The phasing of the community plans for Tickton Hall Tract will determine when and what improvements are required for the development. The TIS study area, TIS parameters, road improvements, and access types will need to be coordinated with SCDOT, Jasper County, and/or the Town of Ridgeland for each Community Plan.



Typical items we coordinate with municipalities, counties, and SCDOT to perform a TIS are:

- Study Area:
- Trip Generation Methodology
- Traffic Counts
- Approved Developments
- Growth Rate
- Build-Out Year

SCDOT would provide approval for the TIS to receive encroachment permits on State Routes, For municipalities and counties without traffic engineers on staff, it is typical to hire a third-party traffic engineer to review the TIS.

Potential Mitigation

Potential improvements for the Tickton Hall tract may include but are not limited to:

- Signalization of study area intersections
- Roundabouts at study area intersections
- Deceleration lanes at study area intersections
- · Road widening along study area roadways

As previously noted, the study area will need to be determined via coordination with SCDOT, Jasper County, and/or the Town of Ridgeland.

We have coordinated with SCDOT and there are currently no plans to widen SC 462 in the vicinity of the site. The Average Annual Daily Traffic Volume on AADT on SC 462 12,600 vpd) is currently well below the threshold of four lanes (28,500 -31,200 vpd).

The land uses and densities for the Tickton Hall Tract are unknown at the time of the memo, therefore the improvements and timing of improvements are unknown at this time. As each community plan develops, a TIS will determine proposed geometric and traffic flow improvements.

Should questions concerning the need for a TIS for the various Community Plans occur, please contact:

Dillon Turner, PE, PTOE

<u>Dillon.Turner@kimley-horn.com</u>

843-574-8593

APPENDIX P

ARCHITECTURAL STANDARDS - DRAFT

DRAHI

TICKTON HALL ARCHITECTURAL GUIDELINES

Tickton Hall: Architectural Supplement to the SmartCode

This document serves as a supplement to the SmartCode and provides additional Architectural styles and patterns may be adopted and formalized as part of the architectural guidance specific to the neighborhoods within Tickton Hall Community Plan approval process.

design, including-but not limited to-brick, tabby, stucco, and wood. Architectural Architecture. Materials should reflect the traditional palette of Southern Coastal expansive porches, generous roof overhangs, dormers, raised foundations, and The architectural character of Tickton Hall is grounded in Authentic Southern details are expected to exemplify classic Southern elements such as columns, high ceilings.

Lowcountry, French Colonial, Georgian, and Greek Revival, provided they remain cohesive architectural expression that aligns with the Southern character of the The Architectural Review Board (ARB) is charged with ensuring a diverse yet community. Acceptable styles may include Traditional, Modern, Farmhouse, consistent with the principles of Southern architecture.

architectural plans. The ARB may provide a list of recommended architects, though registered architect to design their residence or select from a list of pre-approved All builders and homeowners are required to either engage a South Carolinahomeowners are free to retain a licensed architect of their choosing.

Creativity and design excellence are highly encouraged. The ARB supports a wide quality and character of the community. All home designs must undergo a formal range of materials and color palettes, provided they reinforce the architectural review and receive approval from the ARB prior to the commencement of construction



ARCHITECTURAL STANDARDS

THE FOLLOWING ARCHITECTURAL STANDARDS SHALL APPLY TO ALL STRUCTURES IN THE FOLLOWING TRANSECT ZONES: T2.5, T3, T4, 75. AND SD-Ext 2 5.13 5.13.1

15.13.2 WALLS-MATERALS

APPROVED BY THE CRC. Composite wood materials are acceptable PLANK," STUCCO, OR BRICK. WALLS MAY BE FINISHED IN BRICK AS A. WALLS SHALL BE FINISHED IN WOOD CLAPBOARD (SEALED WITH PAINT OR STAIN), BOARD AND BATTEN, CEDAR SHINGLES, "HARDIE

B. FOUNDATION WALLS, AND PIERS SHALL BE PARGED BLOCK, SMOOTH FINISHED POURED CONCRETE, TABBY, STUCCO OR BRACK.

OR FRAMED WOOD WITH NOT MORE THAN 1-.5" SPACES BETWEEN BOARDS OR WOOD LOUVERS. LATTICE SHALL BE INSTALLED BETWEEN SUPPORTS AS APPROVED BY THE CRC. GALVANIZED HARDWARE C. CRAMI, SPACE MAY BE SKIRTED WITH HORIZONTAL WOOD BOARDS, CLOTH MAY BE PLACED BEHIND THE LATTICE.

PERFORATED WITH PRECAST ELEMENTS, BUT MAY ACCOMMODATE 5.13.4 ELEMENTS—MATERIALS WALLS SHALL BE WOOD OR IRON. GARDEN WALLS SHALL NOT BE D. GARDEN WALLS SHALL BE STUCCO OR BRICK. GATES IN GARDEN

E. FENCES AT FRONTAGES AND IN FRONT YARDS SHALL BE MADE OF SMOOTH CEDAR, OR P.T. WOOD PICKETS; SPACING BETWEEN PICKETS SHALL NOT EXCEED 1-.5". ALL OTHER FENCES SHALL BE MADE OF WOOD BOARDS WITH A RECTANGULAR SECTION. WOOD FENCES MAY HAVE STUCCO, BRICK, OR TABBY PIERS. WIRE FENCES ARE PERMITTED AS LONG AS THE POSTS ARE MADE OF WOOD AND THE FENCE IS PLANTED WITH A GROWING VINE I.E. JASMINE, ETC. CYCLONE FENCES ARE NOT PERMITTED.

F. RETAINING WALLS SHALL BE BUILT OF STUCCO, BRICK, OR TABBY.

5.13.3. WALLS-CONFIGURATIONS AND TECHNIQUES

A. WALLS MAY BE BUILT OF NO MORE THAN TWO MATERIALS AND CEDAR SHINGLES MAY BE COMBINED WITH WOOD SIDING WHEN THE MATERIAL CHANGE OCCURS HORIZONTALLY, (TYPICAL AT FLOOR LINE ALL THE WALLS OF A SINGLE BUILDING MUST BE BUILT OF THE SAME MATERIALS IN THE SAME CONFIGURATION. WOOD CLAPBOARD AND SHALL ONLY CHANGE MATERIAL ALONG A HÖRIZONTAL LINE, I.E. OR A GABLE END), WITH THE HEAVIER MATERIAL BELOW THE LIGHTER. SHINGLES SHALL BE HORIZONTAL.

BOARDS WITH MORE THAN 6" TO THE WEATHER SHALL SHOW A 1" VARIATION FROM ONE BOARD TO THE NEXT. SHINGLES SHALL BE MAXIMUM 8" TO THE WEATHER. DECORATIVE SHINGLES SHALL SIDING SHALL BE HORIZONTAL, MAXIMUM 6" TO THE WEATHER.

D. STUCCO SHALL BE SMOOTH SAND- OR TABBY- FINISHED.

TRIM SHALL BE MINIMUM GRADE "B" TRIM LUMBER; AND SHALL AT THE FRONT DOOR, WHICH MAY BE ANY SIZE (3.5" MINIMUM) OR

BE 3.5" TO 6" IN WIDTH AT CORNERS AND AROUND OPENING, EXCEPT

ZONTAL CAP. BRICK MORTAR JOINTS SHALL BE STRUCK AND NO F. GARDEN WALLS SHALL BE MINUM 8" THICK AND HAVE A HORP-

WOOD FENCES SHALL BE PAINTED WHITE OR CHARLESTON GREEN G. FENCES ON ADJACENT LOTS SHALL HAVE DIFFERENT DESIGNS. FENCES IN FRONT YARDS SHALL BE AS INDICATED IN THE CODE. UNLESS OTHERWISE APPROVED BY THE CRC. MORE THAN 3/8" WIDE.

H. WALLS SHALL BE ONE COLOR.

A DARK COLOR. MASONRY, SMOOTH SIDING AND TRANSHALL BE A LIGHT COLOR, WHICH MAY OR MAY NOT BE THE SAME AS THE WALL 1. COLORS: COLORS FOR ALL MATERIALS SHALL BE SELECTED FROM A MASTER LIST APPROVED BY THE CRC. ROUGH SIDING SHALL BE

J. PAINTS AND STAINS: ALL EXTERIOR SMOOTH WOOD SHALL BE PAINTED. WOOD SHINGLES MAY BE LEFT TO AGE NATURALLY, OR SHALL BE STAINED.

A. CHIMMEYS SHALL BE FINISHED WITH STUCCO OR BRICK. FLUES FOR POT BELLY STOVES SHALL BE METAL WITH AN APPROPRATE LINTEL OR JACK ARCH.

B. PIERS AND ARCHES SHALL BE MADE OF STUCCO, BRICK, OR

BE MADE OF WOOD. PORCHES MAY BE ENCLOSED WITH GLASS OR CEILINGS MAY BE ENCLOSED WITH PAINTED WOOD; EXPOSED JOISTS C. PORCHES, COLUMNS, POSTS, SPINDLES AND BALUSTERS SHALL SCREENS FOR A MAXIMUM OF 30% OF THEIR LENGTH; HOWEVER GLASS ENCLOSURES ARE NOT PERMITTED AT FRONTAGES. PORCH SHALL BE PAINTED.

D. ARCADES IN T4 OR T5 SHALL BE METAL OR STUCCO, WITH WOOD OR METAL POSTS, RAILINGS, AND BALCONIES.

E. STOOPS SHALL BE MADE OF WOOD, BRICK, OR CONCRETE. IF CONCRETE, A STOOP SHALL HAVE BRICK OR STUDGO CHEEK WALLS.

F. DECKS SHALL BE LOCATED IN REAR YARDS ONLY, ELEVATED A MAX OF 18" ABOVE GRADE AND PAINTED OR STAINED (EXCEPT WALKING SUPFACES WHICH MAY BE UNPAINTED). G. AWMINGS SHALL HAVE A METAL STRUCTURE COVERED WITH CANVAS OR SYNTHETIC CANVAS.

H. Metal Elements shall be unpainted galvanized steel, ANODIZED OR ESP ALUMINUM, OR MARINE GRADE ALUMINUM.

PATIOS AND STOOPS MAY HAVE HORIZONTAL SURFACES MADE OF BRICK, OR TABBY.

ALL REFERENCES TO WOOD MAY BE REPLACED WITH A COMPOSITE OR APPROVED EQUAL MATERIAL

CREDIT: DUANY PLATER-ZYBERK & Co.

M. THE FOLLOWING SHALL NOT BE PERWITTED: PANELIZED MA-ABOVE-GROUND POOLS (EXCEPT THOSE OF THE INFLATABLE VARIETY), ANTENNAS, SOLAR PAMELS, SIGNS (ON PRIVATE PROPERTY), DIRECT TERIALS, KEYSTONES, QUOINS, WINDOW AIR CONDITIONING UNITS.

5.13.5 ELEMENTS-CONFIGURATIONS AND TECHNIQUES

- A. CHIMNEYS SHALL BE A MIN. 2:1 PROPORTION IN PLAN AND CAPPED TO CONCEAL SPARK ARRESTERS. FIREPLACE ENCLOSURES AND CHIMNEYS SHALL EXTEND TO THE GROUND.
 - PORCH PIERS OF MASONRY CONSTRUCTION SHALL BE NO LESS
- ARCHES OF MASONRY CONSTRUCTION SHALL BE NO LESS THAN
- 12" IN DEPTH.
 - ARCADES AND BREEZEWAYS SHALL HAVE VERTICALLY PROPOR. TIONED OPENINGS.

SCREEN PORCHES SHALL HAVE SCREENS FRAMED IN WOOD

- COLUMNS (THE ORDERS), IF PROVIDED, SHALL BE OF THE TUS-CAN OR DORIC ORDERS WITH CORRECT PROPORTIONS OR PROFILES INSTALLED BEHIND FRAMED RAILINGS.
- RAILINGS SHALL HAVE HORIZONTAL TOP AND BOTTOM RAILS WOOD TOP PAILS SHALL BE EASED AND BOTTOM RAILS SHALL HAVE A VERTICAL SECTION. TOP AND BOTTOM RAILS SHALL BE CENTERED POSTS SHALL BE NO LESS THAN 6" X 6", EXCEPT AT OUTBUILD-ON THE PICKETS. THE OPENING BETWEEN SPINDLES AND BALUSTERS ACCORDING THE AMERICAN VIGNOLA. SHALL NOT EXCEED 4".
 - BALCONIES WHICH CANTILEVER SHALL BE STRUCTURALLY SUP-
- SIGNS ATTACHED TO BUILDING SHALL BE INTEGRAL TO THE STOREFRONT, NO LARGER THAN 18" IN HEIGHT AND EXTERNALLY LIT. AWNINGS SHALL BE RECTANGULAR IN SHAPE WITH STRAIGHT PORTED BY BRACKETS.
- K. Awnings may have side panels but shall not have a bottom SOFFIT PANEL, AWMINGS SHALL NOT BE BACKLIT,
- SPOTLIGHTS ATTACHED TO BUILDING WALLS OR ROOF EAVES ARE ONLY PERMITTED IN REAR YARDS AND ILLUMINATING CONE SHALL NOT EMIT EXCESS OR DIRECT LIGHT BEYOND PROPERTY LINE.
- WOOD ELEMENTS ARUST BE PAINTED OR STAINED WITH AN OPAQUE OR SEMI-SOLID STAIN, EXCEPT WALKING SURFACES WHICH MAY BE LEFT NATURAL

5.13.6 ROOFS--MATERIALS

A. ROOFS SHALL BE CLAD IN WOOD SHINGLES, (CORRUCATED, 5 V CRIMP OR STANDING SEAM) GALVANIZED STEEL, GALVALUME OR COPPER. ASPHALTIC OR FIBERCLASS SHINGLES SHALL BE ARCHI-TECTURAL GRADE AND SHALL BE SUBMITTED FOR APPROVAL.

B. GUTTERS AND DOWNSPOUTS, WHEN USED, SHALL BE MADE OF

- GALVANIZED STEEL, COPPER (NOT COPPER-COATED), ANODIZED OR COPPER ROOFS, FLASHING, GUTTERS, AND DOWNSPOUTS SHALL C. FLASHING SHALL BE COPPER, LEAD OR ANODIZED ALUMINUM. ESP ALUMANUM.
 - BE ALLOWED TO AGE NATURALLY (NOT PAINTED OR SEALED).

5.13.7 Roofs-Configurations and Techniques

A. PRINCIPAL ROOFS SHALL BE A SYMMETRICAL GABLE OR HIP WITH A SLOPE OF 6:12 TO 10:12.

- TION PF THE PRINCIPAL BUILDING) MAY BE SHED SLOPED NO LESS B. ANCILLARY ROOFS (ATTACHED TO WALLS AT THE HIGHEST POR-THAN 2:12. ROOFS ON TOWERS SHALL BE FLAT OR HAVE A SLOPE or 4:12 to 8:12.
- C. FLAT ROOFS, INCLUDING FLAT ROOFS ON TOWERS, SHALL BE PERMITTED ONLY WHEN OCCUPABLE AND ACCESSIBLE FROM AN INTERIOR ROOM. FLAT ROOFS SHALL HAVE A RAILING OR PARAPET WALL NO LESS THAN 36" HIGH.
 - PARAPETS SHALL BE HORIZONTAL.
- THAN 8" SHALL HAVE A CLOSED SOFFIT. EAVES WHICH OVERHANG OVERHANG BETWEEN 8" AND 16" SHALL HAVE BITHER A CLOSED MORE THAN 16" SHALL HAVE EXPOSED RAFTERS. EAVES WHICH SOFFIT OR EXPOSED RAFTERS, RAFTER TAILS MAY NOT EXCEED 8" E. EAVES SHALL BE CONTINUOUS. EAVES WHICH OVERHANG LESS IN DEPTH.
- F. GUTTERS SHALL BE HALF-ROUND. DOWNSPOUTS SHALL BE
- SIDE BUILDING WALLS AND HAVE GABLE OR SHED ROOFS WITH A G. DORWERS SHALL BE HABITABLE, PLACED A MINIMUM OF 3' FROM SLOPE TO MATCH THE PRINCIPAL STRUCTURE OR SHED ROOFS WITH MINDOWS, I.E. NO SIDING AT EITHER SIDE OF WINDOWS. DORNER A SLOPE 3:12. DORMERS SHALL NOT BE EXCESSIVELY LARGER THAN EAVES AND RAKE TRIM SHOULD BE SCALED DOWN FROM PRIMARY EAVES AND RAKE TRIM PROPORTIONS (66%).
- H. SKYLIGHTS SHALL BE FLAT AND MOUNTED SO AS NOT TO DE MSIBLE FROM ANY FRONTING STREET.

5.13.8 OPENINGS-MATERIALS

ALUMINIAM CLAD AND SHALL BE GLAZED WITH CLEAR CLASS. ALL TRIM SHALL BE NO LESS THAN 3.5" BAY WINDOWS SHALL BE MADE A. WINDOWS SHALL BE MADE OF WOOD (PAINTED), VINYL OR

- OF TRIM LUMBER. CORNER TRIM SHALL BE NO LESS THAN 4".
- B. Doors (including garage doors) shall be wood or metal. DOORS SHALL BE PAINTED OR STAINED.
- STOREFRONT SHALL BE MADE OF WOOD, OR METAL.
- D. SHUTTERS SHALL BE WOOD, PVC, PAINTED, OPERABLE AND MEET THE WIDTH OF THE WINDOW WHEN CLOSED.
 - E. SECURITY DOORS AND WINDOW GRILLES MUST BE APPROVED.

5.13.9 OPENINGS-CONFIGURATIONS AND TECHNIQUES

- HORIZONTALLY WITH PANES OF VERTICAL PROPORTIONS. MULTIPLE WINDOWS IN THE SAME ROUGH OPENING SHALL BE SEPARATED BY A A. WINDOWS RECTANGULAR SINGLE-, DOUBLE-, OR TRIPLE-HUNG, AMMING, FIXED (UNDER 2 SF), OR OPERABLE CASEMENT TYPES, WITH A SQUARE TO VERTICAL PROPORTION. TRANSOMS MAY BE ORIENTED 4" MIN. POST. IN MASONRY WALLS THE CENTERLINE OF THE WINDOW SASH SHALL ALIGN WITH THE CENTERLINE OF THE WALL.
 - B. WINDOW MUNTINS SHALL BE TRUE DIVIDED LIGHT OR SIMULATED DIVIDED LIGHT WINDOWS OR FIXED ON THE INTERIOR AND EXTERIOR SURFACE AND CREATE PANELS OF SQUARE OR VERTICAL PROPOR-Š
- EXTEND TO THE FLOOR INSIDE AND TO THE GROUND OUTSIDE, IF LOCATED ON THE GROUND FLOOR OR, IF NOT, BE STRUCTURALLY C. BAY WINDOWS SHALL HAVE A MAINFOM OF 3 SIDES AND SHALL SUPPORTED BY BRACKETS.
- D. STORM WINDOWS AND SCREENS SHALL BE INTEGRAL WITH THE MINDOW. SCREENS SHALL BE MADE OF BRASS, BRONZE, OR BLACK
- E. FRONT DOORS, INCLUDING THE ENTRY DOOR TO THE PORCH ON (PAIRED DOORS ARE NOT PERMITTED AT FRONTAGES. WINDOWS SIDE YARD HOUSES, SHALL BE LOCATED ON THE FRONTAGE LINE. G. DOORS SHALL BE HINGED. DOORS, EXCEPT GARAGE DOORS. IN DOORS MUST BE RECTANGULAR AND VERTICALLY-ORIENTED)
- SHALL BE CONSTRUCTED OF PLANKS OR RAISED PANELS NOT FLUSH HAVE A LIGHT FIXTURE WITH AN INCANDESCENT BULB ACTIVATED BY WITH APPLIED TRUM) WHICH EXPRESS THE CONSTRUCTION TECHNIQUE. H. GARAGE DOORS FACING A STREET FRONTAGE SHALL BE A MAXI-MUM OF 10" IN WIDTH. GARAGE DOORS FACING AN ALLEY SHALL A PHOTOCELL. GARAGE DOORS SHALL BE PAINTED OR STAINED. STOREFRONTS SHALL BE PAINTED A DARK GLOSS COLOR.
 - . SHUTTERS SHALL BE OPERABLE, SIZED AND SHAPED TO MATCH
- STUCCO TRIM ARTICULATIONS SHALL BE SUBJECT TO APPROVAL BY THE CRC.
- K. An Accent Color, for ITEMS SUCH AS THE FRONT DOOR AND SHUTTERS, MAY BE USED SUBJECT TO APPROVAL FROM THE CRC

ALL REFERENCES TO WOOD MAY BE REPLACED WITH A COMPOSITE OR APPROVED EQUAL MATERIAL -







CREDIT: DUANY PLATER-ZYBERK & CO.



NATURAL ZONE

T-1 CONSISTS OF NATURAL LANDSCAPES WITH SOME AGRICULTURAL USE AS COOPTION, INCLUDING LANDS LANGUFABLE FOR DEVELOPMENT DUE TO TOPOGRAPHY, HYDROLOGY OR VEGETATION. THE GENERAL CHARACTER OF WELL AS PUBLIC ACCESS TO GREENWAYS AND BLUEWAYS. HUMAN SETTLE-CONSISTS OF LANDS APPROXIMATING OR REVERTING TO A WILDERNESS MENT WITHIN T1 IS NOT PERMITTED.

Person Uses: By Right: Grain Storage, Greenhouse, Stable, Rest Stop, Roadside Stand

BY WARRANT: LINESTOCK PEN, ELECTRIC SUBSTATION, WIRBESS TRANSMITTER.

CINC SPACES: PARKS & PLAYGROUNDS.

BASE RENDENTAL DENSITY: NOT APPLICABLE

BLOCK SIZE: NO MAXIMUM

PERMITTED THOROUGHFARES: SEE THOROUGHFARE STANDARDS FOR T1

Репиттер Виндии Дізговттом: Ердетича















CREDIT. DUANY PLATER-ZYBERK & Co.

APPENDIX P PAGE 3



CAL BUILDINGS INCLUDE FARMHOUSES, PLANTATIONS, CABINS, AGRICULTURAL FHESE INCLUDE WOODLAND, AGRICULTURAL LAND, AND GRASSLAND. TYPI-RECOMMENDED FOR THOSE AREAS OUTSIDE THE EDGE OF SUB-URBAN AND CONSISTS OF SPARSELY SETTLED LANDS IN OPEN OR CULTIVATED STATES. BUILDINGS, FAMILY COMPOUND, AND HUNTING LODGE. THE T2 ZONE IS JPBAN SETTLEMENT.

PERMITTED USES:

SHELTER, FOUNTAIN OR PUBLIC ART, PLAYCROUND, RELIGIOUS AS-SEMBLY, GRAIN STORACE, GREEWHOUSE, KEWIEL, STABLE, REST STOP, BY RIGHT: HOUSE, ACCESSORY UNT, OPEN-MARKET BULDING, BUS ROADSDE STAND, CENETERY, CHILDCARE CENTER

ROOMS), OLIDDOR AUDITORUM, LIVESTOCK PBY, GASOLINE, ELECTRIC BY WARRANT: INN (UP TO 12 ROOMS), BED & BREAKSAST (UP TO 5 SUBSTATION, WIRELESS TRANSMETTER.

CINC SPACES: PARKS & PLAYGROUNDS.

BASE RESDENTAL DENSITY: 1 UNIT/26-4

BLOCK SZE: NO MAXIMUM

PERMITTED THOROUGHFARES: SEE THOROUGHFARE STANDARDS FOR TZ

LOT WIDTH AND COVERAGE: BY WARRANT

PERMITTED PRIVATE FRONTAGES: COMMON YAND

BULDING FUNCTION: RESTRICTED RESIDENTAL, RESTRICTED LODGING, RESTRICTION OFFICE, RESTRICTED RETAIL

Виплия Въроятом:

Not Permitted PERMITTED EDGEYNRD: Sideyard:

Not Permitted Not Permitted Rearyard: Courtyard: CREDIT DUANY PLATER-ZYBERK & CO.

BULDING CONFIGURATION:
PRINCIPAL BULDING: 2 STORES MAX
OUTBULDING: 2 STORES MAX

SETBACIOS:

PRINCIPAL BUILDING:

(6.1) FRONT SETBACK (PRINCIPAL): 40

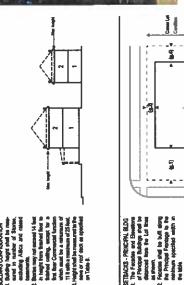
(G.2) FRONT SETBACK (SECONDARY): 48

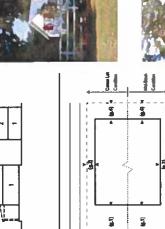
(6.3) Side Settakok: 30 m. ...

(6.4) REAR SETBACK: 66-T. IFF-FROMTAGE BULDOUT: NOT APPLICABLE

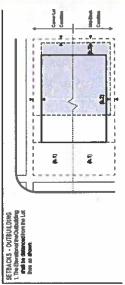
OUTBUILDING:

(H.1) FROM SETBACK: 20 MN + BLDG SETBACK (H.2) SIDE SETBACK: 3-BING-FIFE, S' MIN (H.3) REAR SETBACK: 3-BING-BING-S' MIN













APPENDIX P PAGE 4

NEIGHBORHOOD GENERAL

AND IS CHARACTERIZED BY ITS DAPPLED SUNLIGHT AND SHADE ILLUMNATING NEGRBORHOOD GENERAL AND ARE TYPICALLY SERVICED BY REAR LANES! CONTAIN SOME MIXED USE. HOME OCCUPATIONS AND ACCESSORY BUILD-ITS THOROUGHFARES WITH SOFT EDGES. MEDIUM-SIZED BLOCKS DEFINE INGS ARE PERMITTED. T3 CONTAINS A WIDE ARRAY OF BUILDING TYPES 13, Neighborhood General, consists of a medium density resi-DENTAL AREA, ADJACENT TO NEGHBORHOOD CORE (T4) AREAS THAT ALLEYS SIMILAR TO THE ORGINALLY PLATTED LOTS OF RIDGELAND.

PEROMITTED USES:

BY ROWIT: LIVE/WORK UNIT, BUNCALOW, SIDEYARD HOUSE, COTTAGE BED & BREAKFAST (UP TO 5 ROOMS), HOUSE, ACCESSORY UNIT, OPEN-MARKET BULDING, BUS SHETER, FOUNTAIN OR PUBLIC ART, OUTDOOR AUDTORUM, PLAYGROUND, LIBRARY, RELIGIOUS ASSEMBLY, CHEDCARE CENTER, FIRE STATION, FUNERAL HOME BY WARRANT: GREENHOUSE, KENNEL, STABLE, , ELECTRIC SUBSTATION, CEMETERY, ELEMENTARY SCHOOL.

CINC SPACES: PARKS, GREEN, & PLAYGROUNDS.

BASE RESIDENTAL DENSITY: 6 DWELLING UNTS PER ACRE MAXIMUL.

BLOCK SZZIPERMETER: 6200 FEET

PERMITTED THOROUGHFARES: SEE THOROUGHFARE STANDARDS FOR T3

LOT WIDTH: 60 FT. MIN AND 120 FT. MAX. 35" MIN X 200" MAX LOT COVERAGE: 60% PERMITTED PRIVATE FRONTAGES: COMMON YARD, PORCH & FENCE



CREDIT. DIMMY PLATER-ZYBERK & Co.

BULDING CONFIGURATION:

PRINCIPAL BUILDING: 2 STORES MAX OUTBUILDING: 2 STORES MX

SETBACKS:

PRINCIPAL BULDING:

- (6.2) FRONT SETBACK (SECONDARY): 6-12 FT. MIN. (6.1) FRONT SETBACK (PRINCIPAL): 6-12 FT. MIN.

- (6.3) SDE SETBACK 0 FT. OR 5FT. (6.4) REAR SETBACK 5 FT. FRONTAGE BULLDOUT: 50% MINIMA

OUTBULDING:

(H.1) FRONT SETBACK: 24 MIN 444

SETBACKS - OVTBUILDING

1. The Beambon of the Cutualing
shall be determed from the Lot
lines as shown.

- (H.2) Side Setracio O or 3 FT. (H.3) Rear Setracio 3 FT. MIN

2

ã

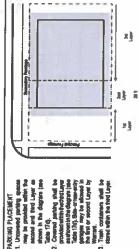
BUILDING DISPOSITION:

Not Persumed Not Perwitted PERMITED PERMITTED COURTYAND: EDGEYARD: REARYARD! SIDEYARD.

BUILDING FUNCTION: RESTRICTED RESIDENTIAL, RESTRICTED LODGING,

PARKING PLACEMENT

LIMITED OFFICE, RESTRICTED RETAIL





TOWN OF RIDGELAND, SOUTH CAROLINA SMARTCODE



3

5

SETALOSS - PRINCIPIA, BLDG

1. The Founds and Bresiers
of Principa Budding what to
electronic them the Last free
and from.
2. Fendes with the MA drop
the Principal Freeling to the
mentioners specified with it
for authe.

5





APPENDIX P PAGE 5



NEIGHBORHOOD CORE

WIDE RANGE OF BUILDING TYPES EXIST IN T4, INCLUDING, BUT NOT LIMITED DISTRICT PRIMARILY IN THE FORM OF SECESSIONAL RESIDENTIAL FABRIC. A DETACHED HOUSING. SINGLE-FAMILY DETACHED HOUSING IS TYPICALLY SET BACK FROM THE FRONT PROPERTY LINE TO ALLOW FOR PORCH AND FENCE FRONTAGE, WHILE ATTACHED HOUSING MAINTAINS A FRONT STOOP FRONT-TO, ROWHOUSES, CORNER STORES, AND SINGLE FAMILY ATTACHED AND 14, NEGREDORHOOD CORE, REPRESENTS A LOW INTENSITY MIXED-USE Ą

PERMITTED USES:

BY RIGHT: FLEX BUILDING, APARTMENT BUILDING, ROW HOUSE, DUPLEX ACCESSORY UNIT, OPEN-MARKET BUILDING, BUS SHELTER, FOUNTAIN OR ROOMS), OFFICE BULDING, RETAIL BUILDING, DISPLAY GALLERY, HOUSE, House, Cottage, Bed & Breadfast (up to 5 rooms), Inn (up to 12 PUBLIC ART, PLAYGROUND, LIBRARY, RELIGIOUS ASSEMBLY, CHILDCARE House, Courtrard House, Live/Work Unit, Bundalow, Sideyard CENTER, FIRE STATION, ELEMENTARY SCHOOL, POLICE STATION, FU-NERAL HOME.

(H.1) FRONT SETBACK: 40 FT. FROM REAR PROP-

OUTBUILDING:

(H.2) Side Setback: 0 FT. Min. (H.3) Rear Setback: 3 FT. Min

ERTY LINE

BY WARRANT: RESTAURANT, MOME THEATER, LIVE THEATER, MUSEUM, SURFACE PARKING LOT, GREENHOUSE, KENNEL, ELECTRIC SUBSTATION CEMETERY, MEDICAL CLINIC, HIGH SCHOOL, MIXED USE BLOCK

CINC SPACES: PARKS, GREEN, PLAYGROUNDS, AND SOUME

Not PERMITTED

EDGEYARD!

SIDEYARD REARWARD

Видлия Disposmoн:

PERMITTED PERMITTED PERMITTED

COURTYARD:

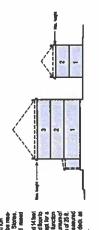
BASE RESIDENTAL DENSITY: 8 DWELLING UNITS PER ACRE MAXIMUM.

BLOCK SZE/PERMETER: 2000 FEET.

RESTRICTED LODGING, OPEN OFFICE, OPEN RETAIL BULDING FUNCTION: RESTRICTED RESDENTAL PERMITTED THOROUGHEARES: SEE THOROUGHEARE STANDARDS FOR T4

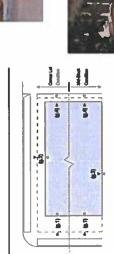
BULLING CONFIGURATION:

PRINCIPAL BUILDING: 3 STORIES MAX **DUTBUILDING: 2 STORIES MAX**









SETBACKS - PRINCIPAL BLDG

1. The Francise and Severtions
of Pervicine Backings and to
deserrote from the Lold how
as allows.
F. Francise and to built drong
the Principal Francise to the
reference specified width in
the Backing Security of the
the Backin

(G.1) FRONT SETBACK (PRINCIPAL): 0-8 FT, MIN. (G.2) FRONT SETBACK (SECONDARY): 0-8 FT, MIN.

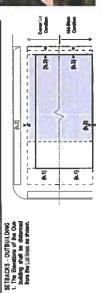
PRINCEAL BUILDING:

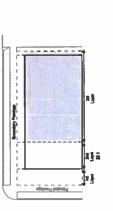
SETBACKS:

(6.4) REAR SETBACK; 5 FT. FROMTAGE BULDOUT: 65% MINIMUM

(a.3) Side Settakox: 0 FT.







provided velocities that Layer as strong in the desperation Table 170; 3. Treat consisten shall be stored within the third Layer.

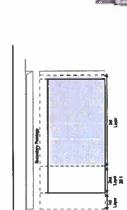
FENCE, TERRANCE OR I.C., FORECOURT, STOOP,

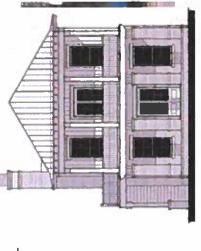
SHOPFRONT & AWNENG, GALLERY

PERSITTED PRIMATE FRONTAGES: PORCH &

LOT WIDTH: 28 FT. MIN AND 90 FT. MAX.

LOT COVERAGE: 70%





PAGE 21

APPENDIX P PAGE 6

TABLE 1: TRANSECT ZONE DESCRIPTIONS



THE FRONTAGES IN ORDER TO DIFFINE THE PUBLIC REALM. WIDE SIDEWALKS T5, TOWN CENTER/MAIN STREET, CONSISTS OF MIGHER DENSITY, NIXED-ZONE AS A HICHLY WALKABLE AREA. BUILDINGS ARE SET VERY CLOSE TO AND REGULAR PLANTINGS AND STREET FLRWITURE COMBINE TO FORM THE USE BUILDINGS THAT ACCOMMODATE RETAIL, ROMHOUSES, OFFICES, AND APARTMENTS. A TIGHT NETWORK OF STREETS DEFINES THE TRANSECT VIBLIC REALIN.

PERMITTED USES:

BY RIGHT: Muzed Use Block, LIVE/WORK UNIT, BUNGALOW, SIDEWAD HOUSE, BED & BREAKFAST (UP TO 5 ROOMS), ACCESSORY UNIT, OPEN-MARKET BULDING, BUS SHELTER, FOUNTAIN OR PUBLIC ART, OUTDOOR HEATER, APARTMENT BUILDING, FLEX BULDING, ROW HOUSE, DUPLEX HOUSE, COURTYARD HOUSE, INN (UP TO 12 ROOMS), OFFICE BUILDING, AUDITORUM, PLAYGROUND, LIBRARY, RELIGIOUS ASSEMBLY, CHILDCARE TURE, POLICE STATION, FUNERAL HOME, MEDICAL CLINIC, ELEMBITARY CENTER, FIRE STATION, SCHOOL DORWITCHY, LIVE THEATER, MOVE RETAL BULDING, RESTAURANT, DISPLAY GALLERY, PARKING STRUC-School, BY WARRANT: HOTE (NO ROOM LIMIT), GREENHOUSE, KENNE, STABLE, ELECTRIC SUBSTATION, PUSH CART, LIQUOR SELLING ESTABLISHMENT, CONFERENCE CENTER, PASSENGER TERMINAL, GASOUNE, DRIVE-THROUGH FACILITY, COLLEGE, HIGH SCHOOL, TRADE SCHOOL.

CINIC SPACES: PLAZAS, SQUARES, PARICS, GREEN, & PLAYGROUNDS.

BASE RESIDENTAL DENSITY: 10 DWELLING UNITS PER ACRE.

BLOCK SZEPERMETER: 2000 FEET.

Виции Сомпаивалом:

PRINCIPAL BUILDING: 3 STORES MAX, 2 STORIES MIN OUTBUILDING: 2 STORES MAX

(6.1) FRONT SETBACK (PRINCIPAL): 0 FT. MIN. PRHCPAL BUILDING:

(6.2) FRONT SETBACK (SECONDARY): 0 FT. MIN.

2 min.

- (a.3) Side Settadoc: () er
- (6.4) REAR SETBACK: 5 FT.

OUTBUILDING:

- FRONTAGE BULLDOUT: 80% MINIMUM
- (H.1) FRONT SETBACK: NOT APPLICABLE (H.2) SIDE SETBACK: NOT APPLICABLE

(H.3) REAR SETBACK: NOT APPLICABLE

BULDING DISPOSITION:

3.

F ... T C

SETBACKS - PRINCIPAL BLOG

1. The Fraction and Elevations
of Principal Buddening with the
destinant than the Let these
as shown.
2. Fraction will be built strong
the Principal Fraction of the Principal Brown
the Principal Fraction with m
the subtle.

Not Perмиттер Not PERMITTED PERMITTED PERMITTED COURTYNED: REARMARD: EDGEYARD: SIDEYARD:

PERMITTED PRIMITE FRONTAGES: TERRANCE OR LC, FORECOURT, STOOP, SHOPFRONT & AWNING, GAL-LERY, ARCADE

2

SETBACKS - OUTBUILDING 1. The Elevation of the Out-building shall be detented from the Lot tree as shown.

Î

BUILDING FUNCTION: OPEN RESIDENTIAL, OPEN LODGING, OPEN OFFICE, OPEN RETAIL PERMITTED THOROUGHFARES: SEE THOROUGHFARE STANDARDS FOR T5

Lot Winth: 18 Ft. MN AND 180 FT. MX. LOT COVERAGE: 80%

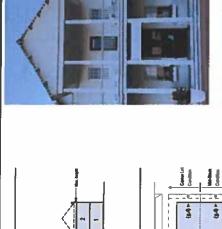
PARRIMO PLACEMENT

1. Uncovered perinty appear
may be provided within he
had been set shown in he
degerm (see lable 174).

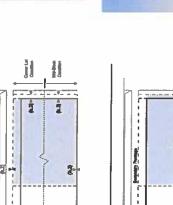
2. Covered parking shall be
provided within the diagram (see
an inhount in beddingsm (see
all himsen in the diagram (see
all himsen in the diagram (see
all himsen occasions shall be
direct diagram (see).

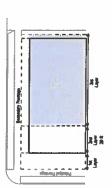
3. Than occasions shall be
direct dieth the shall Layer.

CREDIT: DUANY PLATER-ZYBERK & Co.









APPENDIX P PAGE 7 PAGE 22