



# TOWN COUNCIL REGULAR MEETING

Town Council Chambers, Moncks Corner Municipal  
Complex, 118 Carolina Avenue  
TUESDAY, APRIL 21, 2026 at 6:00 PM

---

## AGENDA

### CALL TO ORDER

### INVOCATION

1. **Invocation:** Jeff Roper, Pastor of Pinopolis Community Church

### PLEDGE OF ALLEGIANCE

### PRESENTATIONS

2. **Recognition:** 2026 Berkeley High School Beta Club Champions
3. **Recognition:** Landon Jackson of Berkeley High School - National Wrestling Champion
4. **Presentation:** SS4A Safety Action Plan (DRAFT)
5. **Awards Presentation:** Police Department

### APPROVAL OF MINUTES

6. **Regular Meeting Minutes:** March 17, 2026
7. **Special Meeting:** April 13, 2026
8. **Town Hall Design Workshop:** April 13, 2026

### REPORTS

9. **Mayor's Report:** Thomas J. Hamilton, Jr.
10. **Administrator's Report:** Jeffrey V. Lord

### NEW BUSINESS

11. **Consideration:** Demolition Assistance Bids for property located at 106 Carolina Avenue.

### OLD BUSINESS

12. **Second Reading & Public Hearing:** Consider a Conditional Zoning Map Amendment (CZ-26-01) request for two (2) parcels (142-08-04-012 and -013) totaling ~5.58 acres, located at 402 Wall Street. The parcels are requesting to be zoned Conditional Zoning - Residential Single Family (CZ R-2).
13. **Second Reading & Public Hearing:** Consider an Zoning Map Amendment (ZA-26-01) request for two (2) parcels (162-00-01-018 & -059) totaling ~13.18 acres, located at 1190 Ben Barron Road. The parcel is requesting to be zoned Industrial Park (M-2).
14. **Second Reading & Public Hearing:** Consider an Zoning Map Amendment (ZA-26-02) request for four (4) parcels (142-07-04-011, -012, -014, -032) totaling ~4.19 acres, located at 106 Church Street. The parcels are requesting to be zoned General Commercial (GC).

- 15. Second Reading & Public Hearing:** Consider an Zoning Map Amendment (ZA-25-04) request for one (1) parcel (162-00-01-017) totaling 30.3 acres, located on US Highway 52. The parcel would be zoned Planned Development (PD) to allow single-family detached dwelling units, commercial development, and dedicated civic recreation space.
- 16. Second Public Hearing:** Consider a Development Agreement (DA-25-01) request for one (1) parcel (162-00-01-017) totaling 31.3 acres, located on US Highway 52. The parcel would be zoned Planned Development (PD) to allow single-family detached dwelling units, commercial development, and dedicated civic recreation space.
- 17. Second Reading & Public Hearing:** Consider an Annexation (AN-24-03) and Zoning Map Amendment request for four (4) parcels (162-02-00-017, 162-02-00-019, 162-00-01-020, 162-00-01-029) and a portion of one (1) parcel (162-02-00-015), totaling 96.01 acres, located on US Highway 52. The parcel would be zoned Planned Development (PD) to allow single-family detached dwelling units, civic space, and commercial development.
- 18. Second Public Hearing:** Consider a Development Agreement (DA-25-02) request for four (4) parcels (162-02-00-017, 162-02-00-019, 162-00-01-020, 162-00-01-029) and a portion of one (1) parcel (162-02-00-015), totaling 96.01 acres, located on US Highway 52. The parcel would be zoned Planned Development (PD) to allow single-family detached dwelling units, civic space, and commercial development.

**PUBLIC INPUT** - Public Input will be limited to 3 minutes per individual

#### **ADJOURNMENT**

*In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at (843) 719- 7900 within 48 hours prior to the meeting in order to request such assistance.*



# TOWN COUNCIL REGULAR MEETING

Town Council Chambers, Moncks Corner Municipal  
Complex, 118 Carolina Avenue  
TUESDAY, MARCH 17, 2026 at 6:00 PM

---

## MINUTES

### CALL TO ORDER

The regular meeting of the Town Council was called to order by Mayor Thomas J. Hamilton, Jr. at 6:00 p.m.

#### Present:

Mayor Thomas J. Hamilton, Jr.  
Mayor Pro-Tem David A. Dennis, Jr.  
Council Member Leroy S. Dingle, Jr.  
Council Member James N. Law, Jr.  
Council Member Latorie S. Lloyd  
Council Member Chadwick D. Sweatman  
Council Member James B. Ware, III

#### Staff Present:

James E. Brogdon, Town Attorney  
Jeffrey V. Lord, Town Administrator  
Marilyn M. Baker, Administrative Services Director/Clerk to Council  
Justine H. Lovell, Finance Director  
James C. Jackson, III, Fire Chief  
R. Logan Faulkner, Public Service Director  
Mohamed A. Ibrahim, Technology Director  
Elizabeth B. Rentz, Recreation Director  
Antwan L. Richardson, Police Chief  
Justin S. Westbrook, Community Development Director  
Carter France, Town Planner

### INVOCATION

Invocation was delivered by Moncks Corner Fire Chief James C. Jackson, III

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Council Member Latorie Lloyd

## PRESENTATION:

### 1. **Proclamation:** 2026 Child Abuse Prevention Month

Mayor Hamilton presented a Proclamation to representatives of the Kay Phillips Child Advocacy Center. Present were Rob Bullard, KPCAC Director of Clinical & Forensic Services – Berkeley, Valerie Davis, Berkeley County DSS Director, Debbie Dominianni, KPCAC Prevention and Outreach Specialist – Dorchester and Anna-Claire Hart, KPCAC Prevention and Outreach Specialist – Berkeley. Executive Director Kay Phillips was unable to attend.

## APPROVAL OF MINUTES

### 2. **Regular Meeting Minutes:** February 17, 2026

Motion was made by Council Member Law to approve the regular meeting minutes of February 17, 2026. Motion was seconded by Mayor Pro-Tem Dennis and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

## REPORTS

### 3. **Mayor's Report:** Thomas J. Hamilton, Jr.

Mayor Hamilton reported the following:

February 20

- He attended Career Day at Berkeley Elementary, where Public Service showcased their equipment and educated students about their work. Several police officers also engaged with students and displayed the police motorcycles.
- That evening, he attended the Police Department's Banquet and Awards Dinner. Councilmen Dennis and Ware were also present.

February 21

- He was invited to the Biker Life 2-Year Anniversary event.

February 26–27

- He attended the Berkeley Shrine Club BBQ Cookoff, with the awards presentation held on the 27th.

March 3

- He attended the Seniors Lunch at First Baptist Church, where the Fire Department spoke and demonstrated the fire extinguisher simulator.

March 4

- He attended and read to a first-grade class at Berkeley Preparatory Academy, sharing information about the Town and upcoming events, followed by a Q&A session.

March 6

- He reported that the Town hosted the 3rd-grade class from St. John's Christian Academy for tours of Town Hall, Fire Station 1, and the Public Service Building. Councilman Dennis was also in attendance.

March 7

- He attended the Nazareth Reformed Episcopal Church's Community Day and enjoyed the fellowship and food.
- Later that day, the Town held its St. Patrick's Day Festival, which was a tremendous success with strong vendor participation and excellent music. Councilman Dennis was also in attendance.

March 11

- He read to two 3rd-grade classes at Cross Elementary School and noted being impressed with the students' engagement and questions.
- He along with Councilwoman Lloyd attended the ribbon cutting for The Dugout.

March 14

- The Mayor and his family attended a Community Prayer Walk sponsored by Grace Reformed Episcopal Church and the Moncks Corner Police Department. The walk took place in the Wall Street and Mitton Lane area. He expressed appreciation for Chief Antwan Richardson, the officers and staff who cooked, and Chief James Jackson and the firefighters who set up a display tent.
- Later that day, he attended "Shuckin' in the Park" at Old Santee Canal Park and enjoyed speaking with residents. Councilman Dennis was also in attendance.

#### 4. **Administrator's Report:** Jeffrey V. Lord

Administrator Lord reported the following:

- **Rembert Dennis Blvd. Sidewalk Project:** This project is being funded through a COG Grant and is being implemented by the SCDOT. All required permitting steps have been completed, and the project remains on schedule to be bid on May 11<sup>th</sup>.
- **Lacey Park Project:** He reported that while 23 vendors initially expressed interest in the project, only one bid was ultimately submitted. The bid received exceeded the project budget and was therefore rejected. The Administrator contacted the remaining vendors to determine the reason for non-participation and learned that the primary concern was the nine-month construction timeline. The project will be re-bid with a one-year build period to encourage broader vendor participation. Unfortunately, this adjustment is expected to delay the project by approximately two months while the bid approval process is repeated.
- **LED Lighting Grant:** He reported that Public Service Director Logan Faulkner secured an LED Lighting Grant in the amount of \$41,420 to improve the lighting at the Youth Fields. This funding will support the completion of the Town's transition to LED lighting, which is expected to help reduce overall electric costs. He noted that the project must also comply with Build America, Buy America requirements.
- **Fire House Subs Grant:** He reported that Fire Chief James Jackson secured a Fire House Subs Grant in the amount of \$37,727 for extraction equipment.

## NEW BUSINESS

### 5. **Consideration:** Heatley and Gulledege Street Parking Lot Design Proposal

Administrator Lord requested Council's approval of design services by Wood + Partners for the downtown parking lot project in the amount of \$140,600. He explained that the Town entered into an Intergovernmental Agreement last month with the Berkeley County School District and Berkeley County to expand public parking at the corner of Gulledege and Heatley Streets. Under this agreement, the Town is responsible for engineering and design. The Town has secured a \$350,000 grant to support construction, and we are expecting to leverage the County's in-kind services to minimize our out of pocket for the match. Funding will come from the General Operating Fund.

Motion was made by Council Member Sweatman to approve. Motion was seconded by Council Member Lloyd and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

### 6. **Consideration:** Winter Street Drainage Improvements Construction Administration Proposal

Administrator Lord reported that the Town solicited bids on January 5, 2026, and received them on February 4<sup>th</sup>. Council approved during the February 17<sup>th</sup> meeting the low bid from W.E. Davis Construction at \$691,075.62.

Seamon Whiteside was selected as the Town's on-call engineer for civil projects. They submitted a proposal for engineering, permitting, bid and construction management for the upgrade of the California Branch crossing at Main Street in the amount of \$49,200. He requested Council's approval to accept the proposal. Funding will come from the Stormwater Fund.

Motion was made by Council Member Sweatman to approve. Motion was seconded by Mayor Pro-Tem Dennis and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

### 7. **Consideration:** Professional Services Proposal – NRCS Emergency Watershed Protection Program

Administrator Lord reported that the proposal from Seamon Whiteside & Associates (SW+) provides the professional engineering, environmental, and program management services necessary to administer the grant funded through the USDA Natural Resources Conservation Services (NRCS) Emergency Watershed Protection (EWP) Program related to damages from Tropical Storm Debbie and meet federal grant requirements.

The project is estimated to take approximately 20 months, including roughly 12 months of construction activities.

Funding will come from NRCS EWP Grant and the Storm Water Fund.

Administrator Lord requested Council's approval to accept the proposal from Seamon Whiteside & Associates (SW+) for the NRCS Emergency Watershed Protection Program Professional Services in the amount of \$1,748,782.50.

Motion was made by Council Member Law to approve. Motion was seconded by Council Member Sweatman and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

- 8. First Reading:** Consider a Conditional Zoning Map Amendment (CZ-26-01) request for two (2) parcels (142-08-04-012 and -013) totaling ~5.58 acres, located at 402 Wall Street. The parcels are requested to be zoned Conditional Zoning - Residential Single Family (CZ R-2).

Community Development Director Westbrook gave Council a brief overview of the request. Staff recommended denial for the request for conditional zoning-single family residential (CZ R-2) zoning district designation for the subject parcel. Staff's recommendation is due to the requested density and lack of justifiable and appropriately portioned density bonuses. With more work by the applicant, and specifically more physical contribution from the applicant to the Town and its residents, the proposal may be a benefit to the community should more discussion negotiations turn out to be a better project to be considered. He added that staff weren't included in conversations between the developer and community leaders for the proposed developer contribution. The Planning Commission recommended approval (4-0)

Motion was made by Council Member Law to approve. Motion was seconded by Council Member Sweatman, and motion was approved by majority vote as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman

Voting Nay: Council Member Ware

- 9. First Reading:** Consider an Zoning Map Amendment (ZA-26-01) request for two (2) parcels (162-00-01-018 & -059) totaling ~13.18 acres, located at 1190 Ben Barron Road. The parcel is requesting to be zoned Industrial Park (M-2).

Community Development Director Westbrook provided Council with an overview of the request. Staff recommend approval due to the request's compatibility with the Future Land Use Map, and recognizable alignment with some of the goals & implementation strategies of the Comprehensive Plan. The Planning Commission recommended approval (4-0) of the request.

Motion was made by Council Member Law to approve. Motion was seconded by Mayor Pro-Tem Dennis, and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

- 10. First Reading:** Consider a Zoning Map Amendment (ZA-26-02) request for four (4) parcels (142-07-04-011, -012, -014, -032) totaling ~4.19 acres, located at 106 Church Street. The parcels are requested to be zoned General Commercial (GC).

Community Development Director Westbrook provided Council with an overview of the request. Staff recommended approval due to the request's compatibility with the Future Land Use Map, recognizable alignment with some of the goals & implementation strategies of the 2024 Comprehensive Plan, and the fact that N. Live Oak Drive has become a heavily traversed commercial corridor. During the Planning Commission meeting the applicant spoke in favor of the General Commercial (C-2) designation, stating the need for desired signage. The Planning Commission recommended approval (4-0).

Motion was made by Council Member Law to approve. Motion was seconded by Mayor Pro-Tem Dennis, and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

- 11. First Public Hearing:** Consider a Development Agreement (DA-25-01) request for one (1) parcel (162-00-01-017) totaling 31.3 acres, located on US Highway 52. The parcel would be zoned Planned Development (PD) to allow single-family detached dwelling units, commercial development, and dedicated civic recreation space.

Council Member Law recused himself from discussions due to his professional relationship with the development.

Community Development Director Westbrook provided an overview of the project development. Mr. Westbrook stated that both the Town Attorney and the Developers Attorney have vetted and support the presented Development Agreement.

Staff and the Planning Commission recommend approval.

**Public Hearing:** There were no comments from the public.

This is a public hearing only and requires no action by Council at this time.

- 12. First Public Hearing:** Consider a Development Agreement (DA-25-02) request for four (4) parcels (162-02-00-017, 162-02-00-019, 162-00-01-020, 162-00-01-029) and a portion of one (1) parcel (162-02-00-015), totaling 96.01 acres, located on US Highway 52. The parcel would be zoned Planned Development (PD) to allow single-family detached dwelling units, single-family attached (townhomes) dwelling units, civic space, and commercial development.

Community Development Director Westbrook provided Council with a brief overview of the project. Community Development Director Westbrook provided an overview of the project development. Mr. Westbrook stated that both the Town Attorney and the Developers Attorney have vetted and support the presented Development Agreement.

**Public Hearing:** There were no comments from the public.

**Discussion:** Concerns were expressed by Council concerning the dangers of a left-hand turn out of this subdivision on to Highway 52 toward Goose Creek.

## OLD BUSINESS

- 13. First Reading:** Consider a Text Amendment (TA-25-01) request to amend Article 7-13 (Architectural Standards) of the Town Zoning Ordinance to modify exterior building material standards.

Community Development Director provided Council with an overview of the text changes.

Motion was made by Council Member Law to approve. Motion was seconded by Mayor Pro-Tem Dennis and unanimously approved.

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

## PUBLIC INPUT:

Walter Brown of 114 Fennick Drive, Moncks Corner addressed Council regarding the Wall Street rezoning request. He asked Council to consider adding buffers along the east and west property boundary lines. He also expressed concern about a laydown yard operating on the former old Fairgrounds property owned by the County and requested that the Town look into the matter. Mayor Hamilton stated that his understanding was that the use was temporary and confirmed that the Town would follow up.

## EXECUTIVE SESSION:

### 14. EXECUTIVE SESSION:

Motion was made by Mayor Pro-Tem Dennis to go into executive session to discuss the following:

- Proposed contractual arrangements related to the Downtown TIF

Motion was seconded by Council Member Lloyd and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

#### **Out of Executive Session and Reconvene to the Regular Meeting:**

Motion was made by Council Member Law to come out of executive session and reconvene to the regular meeting. Motion was seconded by Council Member Ware and approved unanimously as follows.

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

Mayor Hamilton announced that there was no action taken during executive session.

**ADJOURNMENT**

Motion was made by Mayor Pro-Tem Dennis and seconded by Council Member Lloyd to adjourn the regular meeting of Council. Motion was approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Lloyd, Council Member Law, Council Member Sweatman, Council Member Ware

The meeting was adjourned at 8:15 p.m.

A copy of this meeting's agenda was e-mailed to the Post and Courier, The Berkeley Independent, Channel 4, Channel 2, and The News Journal Scene. The agenda was posted on the Municipal Complex bulletin board and the Town Website at least 24 hours prior to the meeting.

Minutes Approved and Adopted:

\_\_\_\_\_  
Marilyn M. Baker/Clerk to Council

April 21, 2026

DATE



# TOWN COUNCIL SPECIAL MEETING

Town Council Chambers, Moncks Corner Municipal  
Complex, 118 Carolina Avenue  
MONDAY, APRIL 13, 2026 at 5:00 PM

## MINUTES

### CALL TO ORDER

The special meeting of the Town Council was called to order by Mayor Thomas J. Hamilton, Jr. at 5:00 p.m.

#### Present:

Mayor Thomas J. Hamilton, Jr.  
Mayor Pro-Tem David A. Dennis, Jr.  
Council Member Leroy S. Dingle, Jr.  
Council Member James N. Law, Jr.  
Council Member Latorie S. Lloyd  
Council Member Chadwick D. Sweatman  
Council Member James B. Ware, III

#### Staff Present:

James E. Brogdon, Town Attorney  
Jeffrey V. Lord, Town Administrator  
Marilyn M. Baker, Administrative Services Director/Clerk to Council  
James C. Jackson, III, Fire Chief  
Mohamed A. Ibrahim, Technology Director  
Antwan L. Richardson, Police Chief  
Justin S. Westbrook, Community Development Director

### INVOCATION

Invocation was delivered by Moncks Corner Fire Chief James C. Jackson, III

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Council Member Leroy Dingle, Jr.

- 1. Second Reading and Public Hearing:** Consider a Text Amendment (TA-25-01) request to amend Article 7-13 (Architectural Standards) of the Town Zoning Ordinance to modify exterior building material standards.

**Public Hearing:** There were no comments from the public.

Community Development Director Westbrook provided Council with a brief overview of the changes in the text amendments.

Motion was made by Mayor Pro-Tem Dennis to approve. Motion was seconded by Councilman Sweatman and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Lloyd, Council Member Law, Council Member Sweatman, Council Member Ware.

## 2. EXECUTIVE SESSION:

Motion was made by Council Member Law to go into executive session to discuss the following:

- Personnel matter pertaining to the Fire Department
- Negotiations related to a proposed contractual matter.

Motion was seconded by Mayor Pro-Tem Dennis and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

### **Out of Executive Session and Reconvene to the Special Meeting:**

Motion was made by Council Member Law to come out of executive session and reconvene to the special meeting. Motion was seconded by Mayor Pro-Tem Dennis and approved unanimously as follows.

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

Mayor Hamilton announced that there was no action taken during executive session.

## **ADJOURNMENT**

Motion was made by Council Member Ware and seconded by Council Member Sweatman to adjourn the special meeting of Council. Motion was approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Lloyd, Council Member Law, Council Member Sweatman, Council Member Ware

The meeting was adjourned at 6:20 p.m.

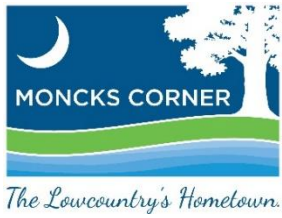
A copy of this meeting's agenda was e-mailed to the Post and Courier, The Berkeley Independent, Channel 4, Channel 2, and The News Journal Scene. The agenda was posted on the Municipal Complex bulletin board and the Town Website at least 24 hours prior to the meeting.

Minutes Approved and Adopted:

\_\_\_\_\_  
Marilyn M. Baker/Clerk to Council

April 21, 2026

DATE



# TOWN COUNCIL WORKSHOP

Town Council Chambers, Moncks Corner Municipal  
Complex, 118 Carolina Avenue

MONDAY, APRIL 13, 2026

Immediately Following the Special Called Meeting

## MINUTES

### CALL TO ORDER

The workshop of the Town Council was called to order by Mayor Thomas J. Hamilton, Jr. at 6:21 p.m.

#### Present:

Mayor Thomas J. Hamilton, Jr.  
Mayor Pro-Tem David A. Dennis, Jr.  
Council Member Leroy S. Dingle, Jr.  
Council Member James N. Law, Jr.  
Council Member Latorie S. Lloyd  
Council Member Chadwick D. Sweatman  
Council Member James B. Ware, III

#### Staff Present:

James E. Brogdon, Town Attorney  
Jeffrey V. Lord, Town Administrator  
Marilyn M. Baker, Administrative Services Director/Clerk to Council

### DISCUSSION:

Council convened a workshop focused solely on the updated Town Hall design. Administrator Lord presented the revised plans, highlighting key changes and gathering feedback from Council members.

### ADJOURNMENT

Motion was made by Mayor Pro-Tem Dennis and seconded by Council Member Lloyd to adjourn the workshop of Council. Motion was approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Lloyd, Council Member Law, Council Member Sweatman, Council Member Ware

The workshop was adjourned at 6:30 p.m.

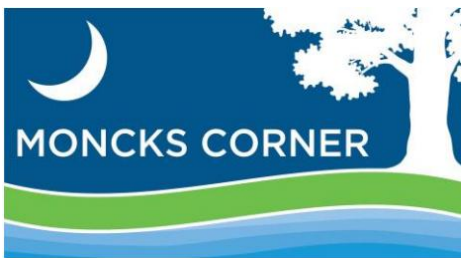
A copy of this meeting's agenda was posted on the Municipal Complex bulletin board at least 24 hours prior to the meeting.

Minutes Approved and Adopted:

\_\_\_\_\_  
Marilyn M. Baker/Clerk to Council

April 21, 2026

DATE



*The Lowcountry's Hometown*

PO Box 700 | Moncks Corner, SC 29461 | 843.719.7900 | monckscorner.gov

### STAFF REPORT

**TO:** Town Council

**FROM:** Justin Westbrook, Community Development Director

**SUBJECT:** Demolitions Assistance (DEMO-26-01) – 106 Carolina

**DATE:** April 21, 2026

**Background:** The Town has received a request for demolition assistance for the single-family detached dwelling located at 106 Carolina Avenue. Town staff directly solicited bids and received three responses.

Bidder	106 Carolina	Estim. Completion Time
Lawrence Construction	\$25,900.00	10 Days
Action Abatement Inc.	\$15,166.00	10 Days
Complete Demolition Services, LLC	\$31,000.00	14 Days
<b>LOWEST BID</b>	<b>\$15,166.00</b>	

**Staff Recommendation:** Consider authorizing the demolition of 106 Carolina Avenue and accepting the low bid from Action Abatement Inc. for the demolition.

*Attachments:*      *SIGNED - Application (William Ford)(20251209)*  
                               *Location Maps (Aerial, Zoning, Future Land Use Map, Environmental)*  
                               *Site Pictures (20251112)*



### How it Works

- Buildings will be identified by Town staff or by application from the owner
- The property must be owned free and clear—no mortgages or liens
- Property owner will only pay up to 10% of the cost of demolition, and no more than \$1,000
- Property remains with the owner—the Town **DOES NOT** take possession

### Demolition Process

- The entire footprint of the building is removed including steps, porches, chimneys, pier supports, concrete slabs, and parking areas
- The low-bid contractor is responsible for all permits and landfill disposal fees, including asbestos disposal in a lined landfill
- All phases of the demolition will be inspected to ensure that all materials have been removed properly
- After demolition is complete, the property owner must maintain the property by keeping the lot regularly mowed

### Moncks Corner Demolition Assistance Program Application

Name of Property Owner: WILLIAM N. FORO

Address of Property Owner: 1941 POWFOLDS ROAD, POWFOLDS, S.C. 29469

Primary Phone: 843-312-8098 E-mail Address: billy.foro52@yahoo.com

Address of Property to be Demolished: 106 CAROLINA AVE

Please Describe the Structure (age, specific concerns, etc.): 1890-1900'S  
OLD WOOD FRAME HOME

Why Are you Seeking Aid from the Town in the Demolition of this Structure?  
my AGE, my INCOME, AND  
CONDITION OF HOUSE

#### APPLICATION DETAILS

I certify that the property described above belongs, in whole or in part, to me and I am authorized to apply for demolition assistance program on behalf of any other owners.

I certify that the property is owned free and clear, and that no mortgages or liens have been placed against the property.

I understand that I may be required to pay up to 10% of the cost of the demolition (up to \$1,000) to help defray the total cost of demolition. Final payment amount will be determined based on cost of project and my ability to pay.

I understand that applying for the Moncks Corner Demolition Assistance Program is no guarantee that the structure described above will be demolished as part of the program.

[Signature]  
Signature

12/9/2025  
Date

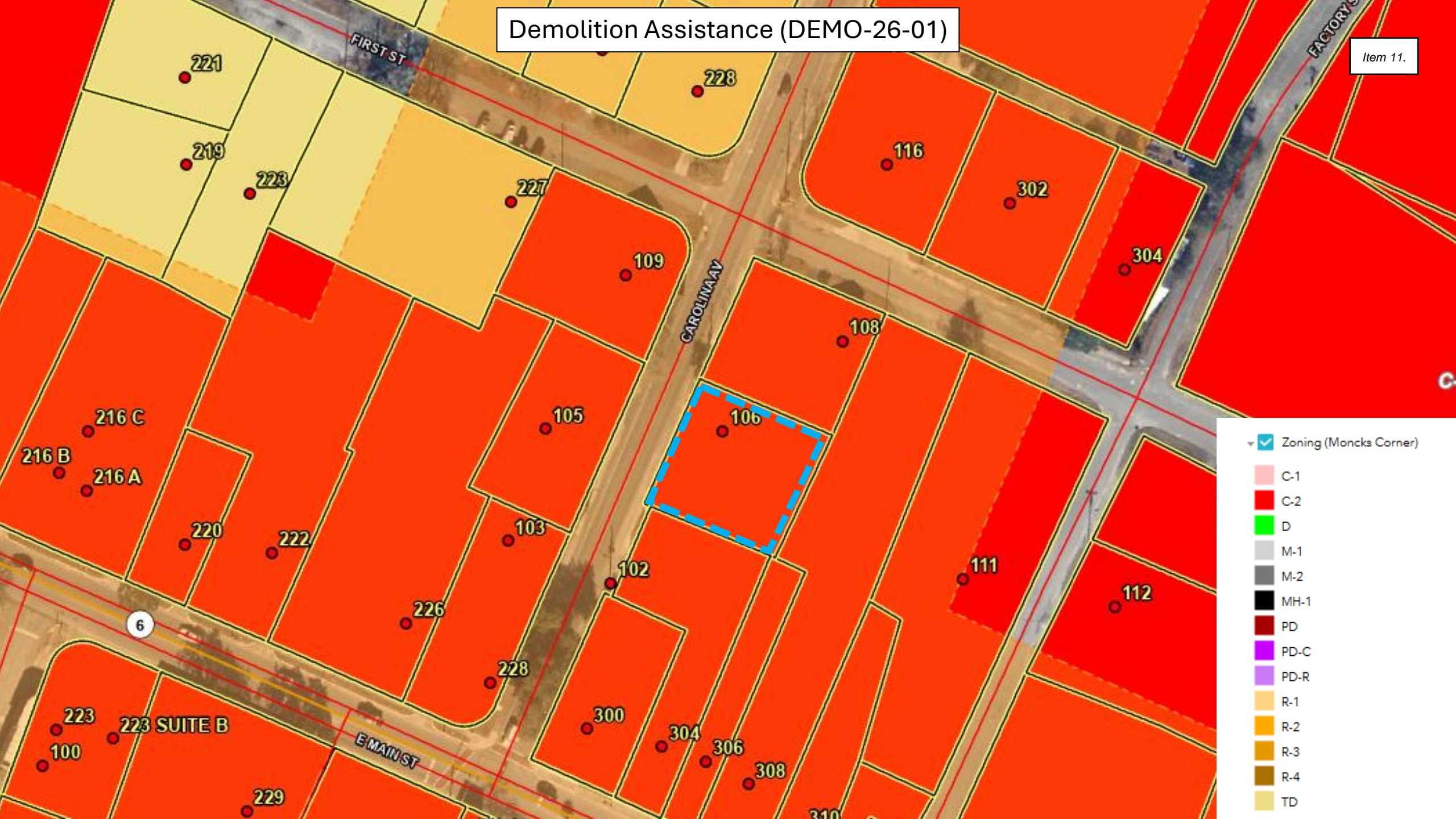
# Demolition Assistance (DEMO-26-01)

Item 11.



# Demolition Assistance (DEMO-26-01)

Item 11.



### Zoning (Moncks Corner)

- C-1
- C-2
- D
- M-1
- M-2
- MH-1
- PD
- PD-C
- PD-R
- R-1
- R-2
- R-3
- R-4
- TD













**AN ORDINANCE TO RE-CLASSIFY 5.58 ACRES OF REAL PROPERTY ADDRESSED AS 402 WALL STREET, TMS # 142-08-04-012 & -013 FROM R-2, SINGLE-FAMILY RESIDENTIAL TO CZ R-2, CONDITIONAL ZONING – SINGLE-FAMILY RESIDENTIAL, AND TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF MONCKS CORNER TO SO REFLECT**

**WHEREAS**, a request has been presented to the Moncks Corner Town Council by the owner of the properties designated on the Tax Map Records of Berkeley County, South Carolina as TMS # 142-08-04-012 and 142-08-04-013 to subsequently re-classify portions of the property from R-2, Single-Family Residential to CZ R-2, Conditional Zoning – Single-family Residential; and

**WHEREAS**, it is necessary and desirable to reclassify said property to CZ R-2, Conditional Zoning – Single-family Residential;

**WHEREAS**, the conditions to be placed upon this parcel are described as follows:

1. Up to seventeen (17) single family detached dwelling units may be platted and constructed on the subject parcel, as generally shown on Exhibit A – Concept Plan.
2. Dimensional Standards:
  - a. Minimum Lot Size: 6,000 ft<sup>2</sup>
  - b. Minimum Lot Width: 40-feet
  - c. Front Setback: 25-feet
  - d. Side Setback: 7.5-feet
  - e. Rear Setback: 15-feet
  - f. Maximum Lot Coverage: 50%
  - g. All other dimensional and zoning standards not specifically mentioned shall be subject to the R-2 – Single Family Detached zoning district listed in the Zoning Ordinance in place at the time of construction.
3. A 5-foot standard sidewalk shall be constructed through the parcel, from Wall Street to the Town’s walking path at the Recreational Complex.
4. A Type-A buffer shall be installed prior to the issuance of a Final Plat, along the Wall Street edge of the subject parcel.
5. Additional parking, as generally shown on the Exhibit A – Concept Plan, shall be installed with at least six (6) parking spaces, with appropriate dimensions for the parking area as defined in the Town’s Zoning Ordinance.
6. No more than three (3) dwelling units shall share the same floor plan, ensuring a robust product mix. Floor plan delineation and determination of similarity shall rest with the Zoning Administrator and approved prior to the issuance of a Building Permit.
7. Required open space shall be 20% of the total lot area of the development.

**NOW, THEREFORE, BE IT ORDAINED** and ordered by the Mayor and Town Council of the Town of Moncks Corner, South Carolina, in Council duly assembled on this 21st day of April, 2026, that the property herein described is hereby zoned Conditional Zoning – Single-family Residential (CZ R-2); and

**BE IT FURTHER ORDAINED** that the official zoning map of the Town of Moncks Corner be, and the same hereby is, amended to so reflect.

**DONE IN COUNCIL ASSEMBLED this 21st day of April, 2026.**

FIRST READING: March 17, 2026  
SECOND READING AND PUBLID HEARING: April 21,  
2026

\_\_\_\_\_  
Thomas J. Hamilton Jr., Mayor

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Marilyn M. Baker, Clerk to Council

\_\_\_\_\_

\_\_\_\_\_

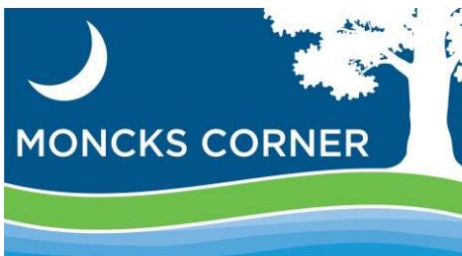
Approved As To Form:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
James E. Brogdon, Jr., Town Attorney

\_\_\_\_\_



*The Lowcountry's Hometown*

PO Box 700 | Moncks Corner, SC 29461 | 843.719.7900 | monckscorner.gov

### STAFF REPORT

**TO:** Town Council

**FROM:** Justin Westbrook, Community Development Director

**SUBJECT:** Zoning Map Amendment (CZ-26-01) – David McNair – Wall Street

**DATE:** March 17, 2026

**Background:** The applicant, McNair Design, has applied for a Zoning Map Amendment (CZ-26-01) for two (2) parcels (TMS # 142-08-04-012 & -013) addressed as 402 Wall Street. The applicant is seeking the parcels be zoned **Conditional Zoning – Residential Single Family (CZ-R-2)**.

**Existing Zoning:** The subject parcels are currently in the **Single Family Residential District (R-2)** Zoning District. Per the Town’s Zoning Ordinance, this zoning district is intended to:

*“...as single-family residential areas with detached units with low to medium population densities. Use regulations for the single family districts are identical, but contain two (2) classes of lot width and lot area, and these dimensional differences are intended to be preserved”*

	Adjacent Zoning	Adjacent Land Use
North	R-2	Single Family Detached Dwelling
South	M-1	Recreational Complex
East	R-2	VACANT
West	R-2	VACANT

**Existing Site Conditions:** The subject parcels comprise an approximate total of 5.58 acres, which is currently unoccupied. The parcels appear to have been occupied by a single-family detached structure previously. Per the National Wetlands Inventory map, there do appear to be wetlands delineated on the parcel, predominantly to the south. The subject parcel currently benefits from approximately 305- feet of right-of-way.

**Proposed Zoning Request:** The applicant has requested to rezone the subject parcels to the **Conditional Zoning – Single Family Residential (CZ R-2)** Zoning District. Per the Town’s Zoning Ordinance, a **Conditional Zoning (CZ)** Zoning District is intended to:

*“provide a mechanism for evaluating alternative zoning regulations as well as other Town ordinance elements of the proposed application on its own merit, emphasizing that these provisions are not to be used to circumvent the intent or use of conventional zoning classifications set forth in this chapter or*

*other applicable variance, waiver or amendment to other ordinances, contrary to state or federal but to permit innovative and creative design of communities in the Town of Moncks Corner "*

Per the Town’s Zoning Ordinance, a Conditional Zoning (CZ) Zoning District is intended:

*“as single-family residential areas with detached units with low to medium population densities.”*

As with any requested **Conditional Zoning** request, the applicant has worked with Staff to negotiate a density bonus to allow the reduction of minimum required lot size. As such, the applicant is looking for a reduction of lot size from 12,000 square feet, as the required starting point for any **Conditional Zoning** district, down to 6,000 square feet, or a 50% reduction in lot size.

Bonus Type	Bonus	Square Feet
Base Lot Size		12,000
Sidewalk Connectivity	10%	1,200
Type A Bufferyard – Wall Street side	10%	1,200
Additional Open Space Requirements (20%)	10%	1,200
Additional Parking	10%	1,200
Product Mix (No more than 3 identical floor plans)	10%	1,200

Previously, the applicant submitted conditions the Planning Commission hear in 2025. That request never went beyond the Planning Commission, as the public and surrounding residents expressed concern about the development. Traffic, number of units and the look and feel of the development were concerns Staff remembers from the meeting in July. The applicant’s request only included one of the two parcels currently up for review, totaling 4.3 acres for development. On that plan, the applicant showed potential ten (10) units, with a request of 42% reduction in lot size, or 6,960 ft2. Since the Planning Commission meeting, the applicant has added another parcel to the request, increasing the number of units requested from 11 to 15, but on 5.58 acres instead of the 4.35 acres originally proposed. This didn’t appear to increase the density much but would have allowed for more flexibility for design of the development.

Since the July 2025 Planning Commission meeting, the applicant has been working with the residents of the Wall Street community and the applicant has presented a “Neighborhood Revitalization Fee” to be paid to the Grace Impact Development Center. Initially, Staff was unaware of the amount per lot the applicant and neighborhood have agreed to, and have not seen the “agreement” reference in the Applicant’s provided documents. Staff had significant heartburn with the fee for two (2) distinct reasons; traditionally the Town Council and Planning Commission has not considered a fee paid directly to residents that the Town has not been a party to in any capacity, and, the name “Neighborhood Revitalization Fee” has historically been used for a Town-controlled fund to benefit areas that have not seen revitalization or financial investment. One area that has seen a lack of development and investment is the Wall Street community. Proposing an in-fill development in such a community, which recently has not seen development of any kind, defeats the purpose of collecting funds to benefit from a lot size reduction. This amounts to "double-dipping" in benefits: they are provided by the Town, negotiated by the local community, and it remains unknown what actual benefits are being paid.

Since the previous Town Council meeting on April 17, the applicant and leaders of the Wall Street community met with Staff to find a better alternative for density bonus and the Town's involvement regarding development outside of the previous agreed upon framework. The applicant and community leaders seem to agree, the developer is to pay \$2,000 per lot to the community as stated in the "Density Bonus Request v6" letter, with the Town holding the Final Plat for the development until the community has provided documentation to Staff that the voluntary payment has been paid in full. While not an ideal situation for the Town, all parties are willing to attempt this on a good faith effort from a generally positive meeting on March 25.

While this project will be subject to "Rule of 5" limiting repeating house plans, the applicant has expressed interest in a "product mix" of not to exceed three (3) if the same floor plan. This will ensure that at least five (5) floor plans are used and help provide variability and a sense of organic growth often seen with older subdivisions. Without this implicitly written, Staff can only assume this is the intention of the "product mix" bonus density.

**Density:** The subject parcel consists of approximately 5.58 acres. Staff's estimate is that approximately 11 dwelling units could be reasonably placed on the parcel with the current **Single Family Residential (R-2)** zoning district, allowing down to 8,500 ft<sup>2</sup> lot sizes. With the more realistic output for dwelling units, the density would amount to approximately 1.97 dwelling units/acre.

The applicant is offering a total of 17 dwelling units on the parcel, with property lots down to 6,000 ft<sup>2</sup>. This results in a 50% reduction in lot size for **R-1**, the basis for any **Conditional Zoning**. With the requested number of dwelling units, the requested density would amount to approximately 3.05 dwelling units/acre. While not an insignificant increase in density, it is in line with recent developments in "old Moncks Corner", particularly infill development of this kind. It is also more akin to the density currently seen in the Wall Street neighborhood.

During a quick analysis of the density in the Wall Street neighborhood, there are approximately 137 dwelling units in the area, within an approximate 65.2 acres. This results in an approximate density of 2.1 dwelling units/acre.

**Transportation:** Staff will not require a separate Traffic Impact Analysis (TIA) for the subject parcel for this sized parcel. Staff reserves our right to require a TIA prior to the establishment of the proposed use, per Section 5-9.D.

**Environmental:** Staff will ensure all environmental concerns are addressed per the Zoning Ordinance, Stormwater Ordinance, and all other Town adopted policies and procedures. Any delineation of, or impact to, wetlands will coincide with the required regulations from the US Army Corps of Engineers, and all wetlands will see a 20-foot buffer. Any increase in impervious area would be required to meet the standards of the Town's Stormwater Design Standards Manual.

**Consistency with Plans:** Adopted in 2024 as part of the Town's Comprehensive Plan, the Future Land Use Map identifies the subject parcel as "Town Character Residential". The Plan calls for this land use to be designated for:

*“Intended to promote and enhance smaller lot, town mixed residential type neighborhoods near downtown, commercial corridors and transportation nodes. A mixture of densities should be promoted to include single-family houses, duplexes, triplexes, accessory dwelling units (ADUs), and small-scale apartments.”*

The requested zoning designation does appear to be congruent with this designation of the Future Land Use Map as the request seeks to add a mixture of densities, in line with the existing surrounding neighborhood. The Wall Street neighborhood does see smaller lot sizes in the immediate vicinity. For example, the Hutchinson Lane development, constructed by Habitat for Humanity, sought and received zoning for 6,800 ft<sup>2</sup> lots, with this development being across Wall Street from the subject parcel. This is not the only example of smaller, non-conforming lot sizes in the area, as some older parcels have been created with a mere 4,500 ft<sup>2</sup> lots on Jenkins Street.

The Comprehensive Plan also lays out various goals and implementation strategies to help in decision making for land use requests. Staff believes the applicant and request generally follow the following policies listed in the plan.

3. Maintain a sustainable community by ensuring current infrastructure has the capacity to accommodate for current and future growth.
3. Allow for a range of residential uses to support housing opportunities for residents of all ages and socio-economic statuses.
4. Re-establish the downtown as the focal point of the community by promoting a mixture of residential, commercial and recreational uses

Staff believes that these various goals and implementation strategies are in harmony with the request.

**Procedural Issues:** As part of any Zoning Map Amendment, the request must be at least two (2) acres, or an extension of an existing district boundary, or additional C-1 zoning contiguous to existing commercial. In this case, although divided by the public right-of-way, the subject parcel is adjacent to the Transitional District (TD) zoning designation which is considered commercial in nature.

**Staff Analysis:** Staff believes that the designated future land use is consistent with the requested zoning district, however the density bonus credits provided to the Town ultimately fall short of their intention; to create better planned communities by positively benefiting future residents and current residents. While the lot sizes in the area are comparable to the existing neighborhood, the desire to reduce beyond what is allowed by right is not justifiable with regard to the sidewalk connectivity and the assigned bonus amount, the dog park land dedication and lack of improvements to it, and specifically calling out the desire to not use a floor plan in the neighborhood more than two (2) times.

**Staff Recommendation:** After analysis of the materials provided, Staff recommends approval for the requested **Conditional Zoning – Single Family Residential (CZ R-2)** zoning district designation for the subject parcel. Staff’s recommendation is due to the comparable density as well as corrected and portioned density bonuses. With

the additional work by the applicant, and clarified contribution from the applicant to the Town and its res this proposal appears to be a future benefit to the.

**Planning Commission Recommendation:** The Planning Commission heard the request at their February 24th meeting. The Commission voted (4-0) to recommend APPROVAL of the requested **Conditional Zoning – Single Family (CZ R-2)**. The applicant spoke in favor of the request.

- Attachments:*
- SIGNED - Application (Scott)(20260120)*
  - SIGNED – Application (Brown)(20260120)*
  - Location Maps (Aerial, Zoning, Future Land Use Map, Environmental)*
  - Concept Plan v3 (20260408)*
  - Density Bonus v6 (20260416)*

# Zoning Map Amendment (CZ-26-01)

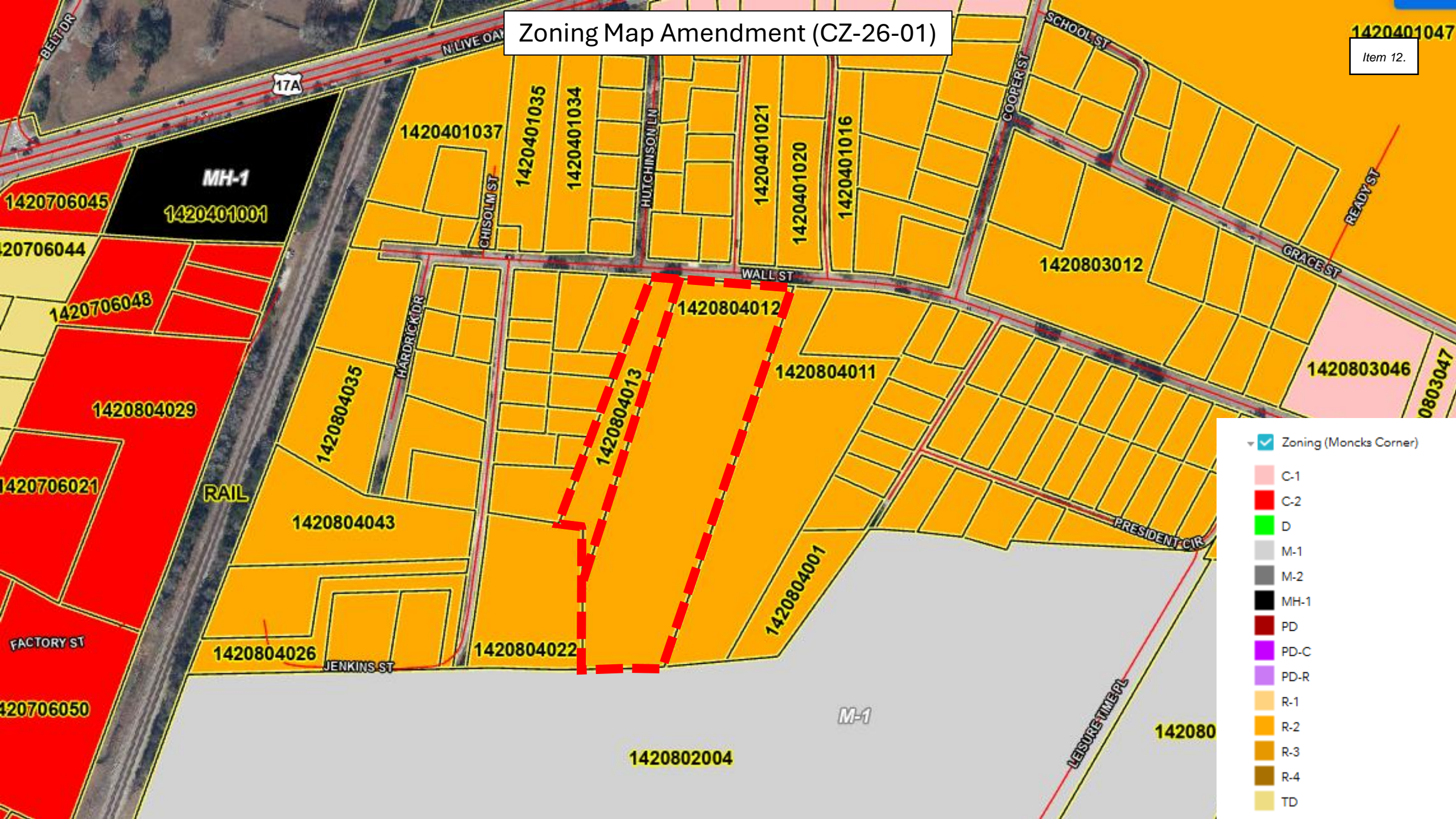
1420401047  
Item 12.



# Zoning Map Amendment (CZ-26-01)

1420401047

Item 12.

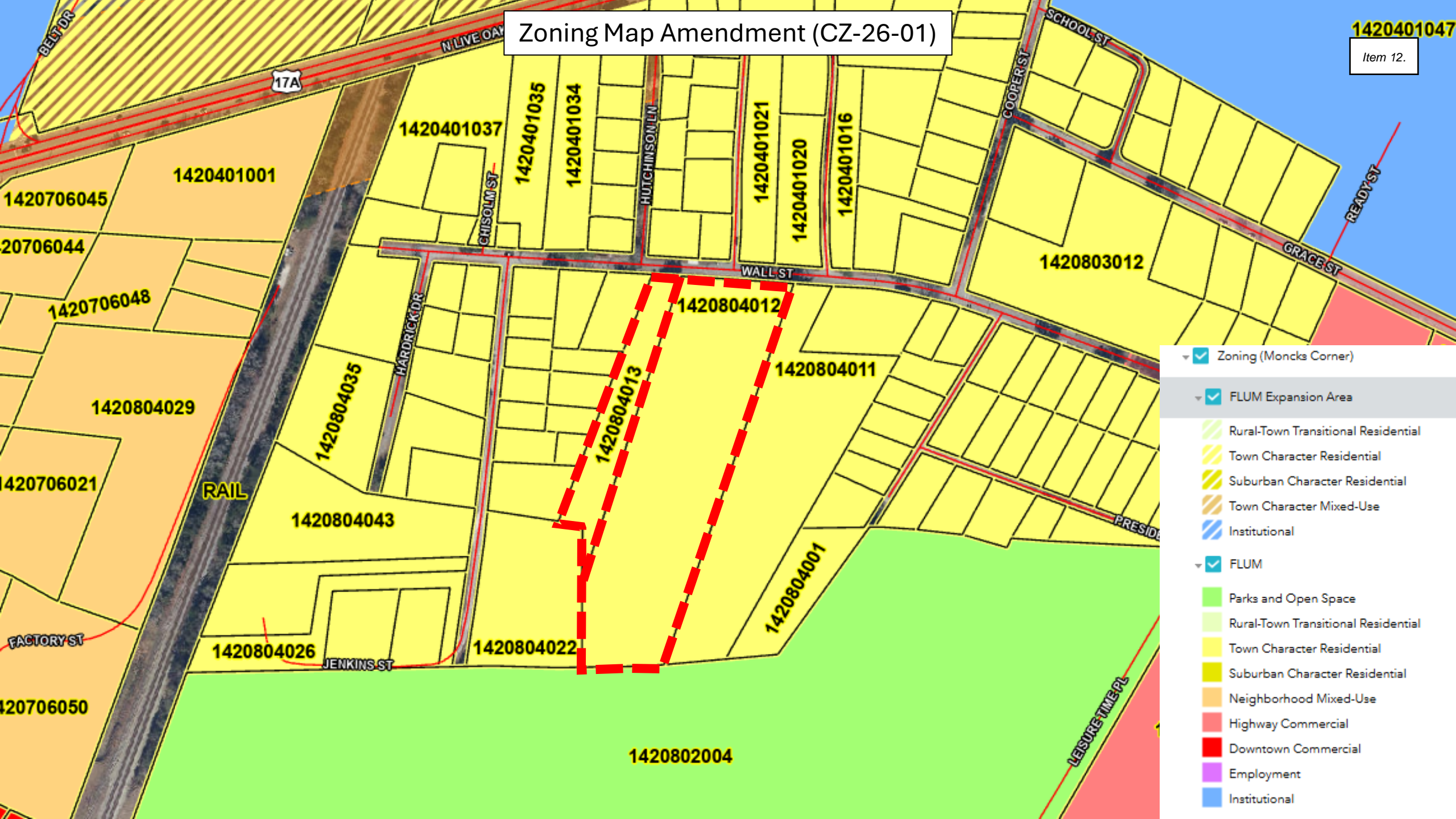


☑ Zoning (Moncks Corner)

- C-1
- C-2
- D
- M-1
- M-2
- MH-1
- PD
- PD-C
- PD-R
- R-1
- R-2
- R-3
- R-4
- TD

# Zoning Map Amendment (CZ-26-01)

1420401047  
Item 12.

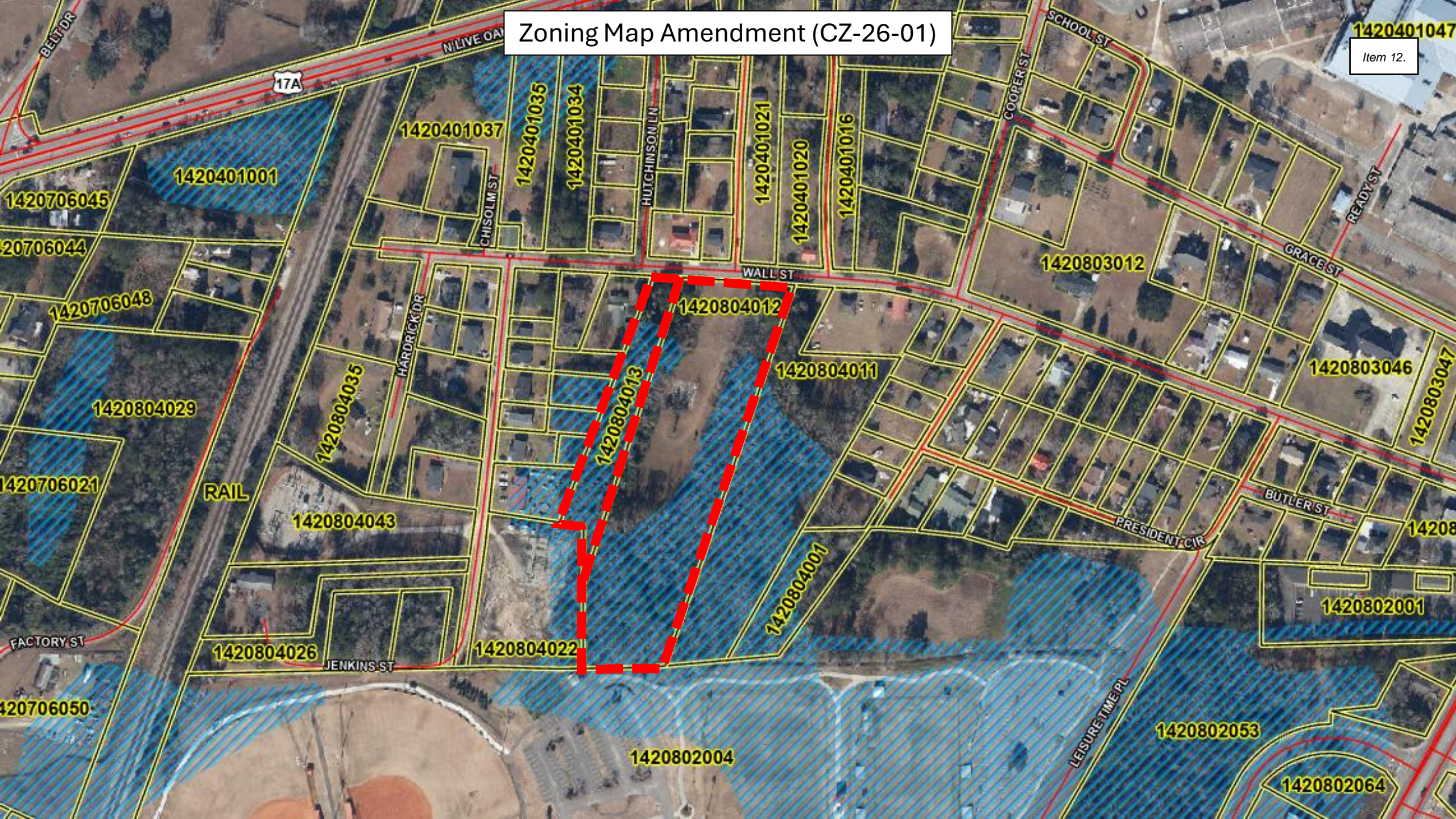


- Zoning (Moncks Corner)
- FLUM Expansion Area
  - Rural-Town Transitional Residential
  - Town Character Residential
  - Suburban Character Residential
  - Town Character Mixed-Use
  - Institutional
- FLUM
  - Parks and Open Space
  - Rural-Town Transitional Residential
  - Town Character Residential
  - Suburban Character Residential
  - Neighborhood Mixed-Use
  - Highway Commercial
  - Downtown Commercial
  - Employment
  - Institutional

# Zoning Map Amendment (CZ-26-01)

1420401047

Item 12.



1420401001

1420401037

1420401035

1420401034

1420401021

1420401020

1420401016

1420803012

1420804012

1420804011

1420803046

1420803047

1420804029

1420804035

1420804013

1420804043

1420803047

1420802001

1420804026

1420804022

1420804001

PRESIDENT CIR

BUTLER ST

JENKINS ST

1420802004

1420802053

1420802064

17A

N LIVE OAK

CHISOLM ST

HUTCHINSON LN

SCHOOL ST

COOPER ST

READY ST

GRACE ST

WALL ST

HARDRICK DR

RAIL

BELT DR

FACTORY ST

LEISURE TIME PL

1420706045

1420706044

1420706048

1420706021

1420706050



**REZONING APPLICATION**  
Moncks Corner Community Development

**MONCKS CORNER**  
*The Lowcountry's Hometown*

**Applicant Information**

Name: Devin Terrill Address: 165 Sabb Dr Rldgeville, SC 29472

Phone: 843-261-3448 E-Mail: \_\_\_\_\_

**Property Owner Information (If Different)**

Name: Paragon Investment Group LLC Address: 2721 W 5th North Street, Summerville SC 29483

Phone: 843-821-9797 E-Mail: \_\_\_\_\_

TMS #: 162-00-01-018 162-00-01-059 Address: 1190 Ben Barron Lane, Moncks Corner

Current Zoning: PD-R Requested Zoning: M-2

Current Use of Property: Scrap Yard/ metal recycling

Proposed Use of Property: Scrap Yard/ metal recycling

Has any application involving this property been previously considered by the Moncks Corner Planning Commission or Board of Zoning Appeals? If yes, please state details.

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

I (we) certify that I (we) are the free holder(s) of the property(s) involved in this application and further that I (we) designate the person signing as applicant to represent me (us) in this rezoning.

Owner's Signature:  Date: 1/8/26

Applicant's Signature: Devin Terrill Date: 1/8/2026

*For Official Use Only*

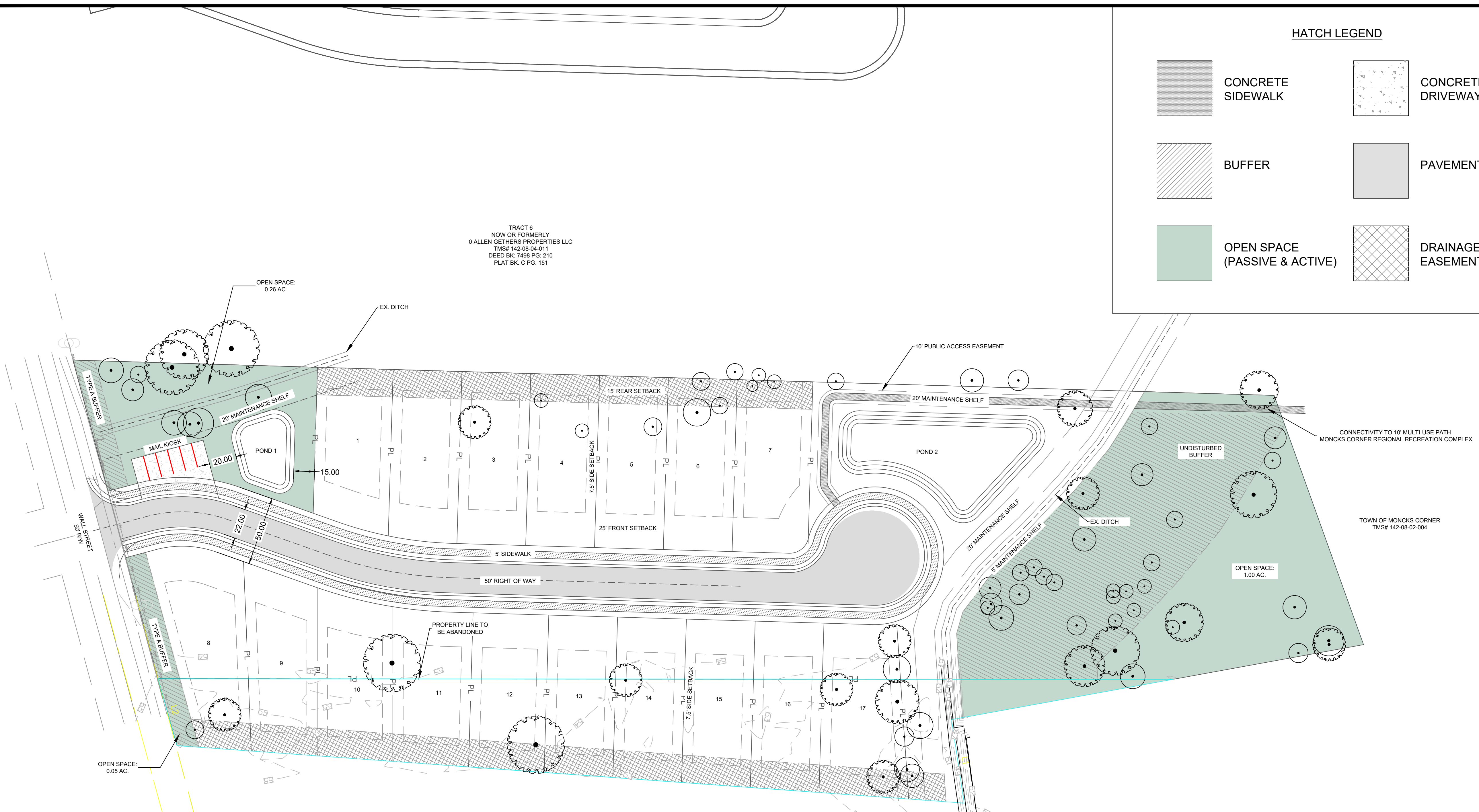
Received: \_\_\_\_\_ Property Posted: \_\_\_\_\_

Receipt #: \_\_\_\_\_ Hearing: \_\_\_\_\_

Advertised: \_\_\_\_\_ Approved: \_\_\_\_\_

C-2.0 - Preliminary Plat - 402 Wall Street.dwg

7/14/2025



**HATCH LEGEND**

	CONCRETE SIDEWALK		CONCRETE DRIVEWAY
	BUFFER		PAVEMENT
	OPEN SPACE (PASSIVE & ACTIVE)		DRAINAGE EASEMENT

**McNair**  
Design & Development

MCNAIR.DESIGN.DEVELOPMENT@GMAIL.COM  
843-330-0296

SOUTH CAROLINA  
LICENSED PROFESSIONAL ENGINEER  
No. 38281  
D. ELLIS MCNAIR

SOUTH CAROLINA  
MCNAIR  
DESIGN & DEVELOPMENT  
No. 7191  
CERTIFICATE OF AUTHORIZATION

**402 WALL STREET**

MONCK'S CORNER, SC 29461

TMS#: 142-08-04-012, 142-08-04-013

SITE INFORMATION	R-2 LOT REQUIREMENTS:	CONDITIONAL REZONING:	OPEN SPACE CALCULATIONS:
<ul style="list-style-type: none"> <li>TMS# 142-08-04-012 , 142-08-04-013</li> <li>ACREAGE: 4.35 ACRES 1.23 ACRES 5.58 ACRES</li> <li>ZONING: TOWN OF MONCK'S CORNER - R-2</li> </ul> <p><b>LOT SUMMARY:</b></p> <ul style="list-style-type: none"> <li>UNITS: 17 (50' X 120')</li> <li>PROPOSED DENSITY: 3.05 UNITS/ACRE</li> </ul>	<ul style="list-style-type: none"> <li>MAX DENSITY: 5 UNITS/ACRE</li> <li>MIN LOT AREA: 8,500 SF</li> <li>MIN. 70' WIDTH</li> <li>FRONT SETBACK: 25'</li> <li>SIDE SETBACK: 10'</li> <li>REAR SETBACK: 15'</li> <li>MAX . LOT COVERAGE: 30%</li> </ul>	<ul style="list-style-type: none"> <li>MAX DENSITY: 5 UNITS/ACRE</li> <li>MIN LOT AREA: 6,000 SF</li> <li>MIN. 40' WIDTH</li> <li>FRONT SETBACK: 25'</li> <li>SIDE SETBACK: 7.5'</li> <li>REAR SETBACK: 15'</li> <li>MAX . LOT COVERAGE: 50%</li> </ul>	<ul style="list-style-type: none"> <li>REQUIRED OPEN SPACE: 13% (0.73 AC.)</li> <li>DENSITY BONUS INCENTIVE: 20% (1.12 AC)</li> </ul> <p>* OPEN SPACE LOCATIONS AND TOTAL ACREAGE IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.</p>

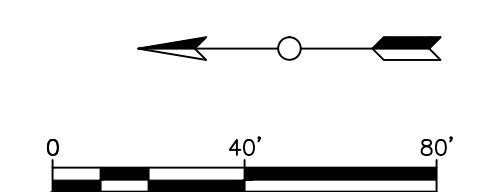
**REVISION HISTORY**

1. XX/XX/XX	
-------------	--

DRAWN BY:	DEM
DATE:	04/08/26
JOB #:	TBD

**SITE PLAN**

**C-5.0**



# McNair

## Design & Development

Mount Pleasant, SC | (843) 330-0296 | demcnair@mcnairdesigndevelopment.com

**Date: 04/16/26**

### **Wall Street**

Moncks Corner, SC 29461

TMS#: 142-08-04-012 & 142-08-04-013

### **Density Bonus Request Letter**

#### **Project Information:**

The subject property is approximately 4.35 acres of real property located at or around 402 Wall Street in Moncks Corner, Berkeley County, South Carolina bearing TMS Number 142-08-04-012; and (2) approximately 1.23 acres of real property located at or around Wall Street in Moncks Corner, Berkeley County, South Carolina bearing TMS Number 142-08-04-013 (collectively the “Property”). The property is currently zoned R-2, a single-family residential district with a minimum lot size of 8,500 SF and maximum density of 5 units per acre. Theoretically the by right zoning would allow 27 residential lots, however the width of the property creates a hardship, greatly impacting the potential density.

The Site’s proximity to Main Street and Berkeley Middle School, and easy access to Hwy 52 supports a residential subdivision. As this site is adjacent to Moncks Corner Regional Recreation Complex, there is also an opportunity to provide sidewalk connectivity from Wall Street to Main Street.

If the property is developed by-right (R-2), it would yield +/-11 lots. The Conditional Zoning request would result in +/-17 lots. The Conditional Rezoning approval would require the Development to provide the following improvements, that otherwise could not be required by the Town:

- Require all homes to be made of high quality Hardie plank siding
- Require sidewalks along any new roadways, and Wall Street in front of the development
- Streetlights along any new roadways
- Decorative Street Signs along any new roadways
- Connect sidewalk from the existing neighborhood through the development to the Town's Recreational Complex
- Provide a buffer from the development along Wall Street
- Additional parking to help discourage street parking in the new development
- Provide a healthy product mix, to ensure all the houses in the development do not look the same

#### **Community Coordination:**

In addition, we worked closely with the Wall Street Community to ensure their involvement in the rezoning process. To address the community’s questions and concerns, a community meeting was hosted at the Hope Impact Center. This opportunity allowed us to engage directly with the neighbors and learn about the historical significance of this community and area.

We have continued to meet with the community leaders and representatives (Tory Liferidge, Shelah Durant) to finalize an “Agreement for Residential Lot Development and Neighborhood Revitalization Fee.” In exchange for Community Partner’s support, the Developer shall pay “The Grace Impact Development Center” a Neighborhood Revitalization Fee that is assessed per lot. The Neighborhood Revitalization Fee shall be payable to Community Partner at the time of Plat Acceptance and Recordation.

**McNair**  
Design & Development

Mount Pleasant, SC | (843) 330-0296 | demcnair@mcnairdesigndevelopment.com

The Grace Impact Development Center was established “to create, organize, incubate and fund programming in the areas of affordable housing, workforce development, health and education for at-risk populations throughout Berkeley County, SC.” (<https://graceimpacts1.org/about-us/>). One of the organization’s first ventures was a partnership with HFHBC and the Wall Street Community Association to build Community’s Hope Impact Centre (CHIC).

**Density Bonus Incentives:**

The proposed development seeks a density bonus by providing the following:

Density Bonus Incentives		
Bonus Type	Bonus	Square Feet
<b>Base Lot Size</b>		<b>12,000</b>
Sidewalk Connectivity	10%	1,200
Type A Buffer on Wall Street	10%	1,200
Open Space Requirements (20%)	10%	1,200
Add. Parking	10%	1,200
Product Mix (No more than 3 identical floorplans)	10%	1,200
	<b>New Min. Lot Size</b>	<b>6,000</b>

The rezoning request is scheduled for April 21st, 2026, Council Meeting. McNair Design & Development LLC looks forward to working with the Town of Moncks Corner on this project. Should you have any questions or need additional information, please email [demcnair@mcnairdesigndevelopment.com](mailto:demcnair@mcnairdesigndevelopment.com)

McNair Design & Development, LLC

Davis McNair, PE  
Principal  
[Demcnair@mcnairdesigndevelopment.com](mailto:Demcnair@mcnairdesigndevelopment.com)  
843-330-0296

**AN ORDINANCE TO RE-CLASSIFY 13.18 ACRES OF REAL PROPERTY ADDRESSED AS 1190 BEN BARRON, TMS # 162-00-01-018 & -059 FROM PD-R, PLANNED DEVELOPMENT - RESIDENTIAL TO M-2, INDUSTRIAL PARK, AND TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF MONCK'S CORNER TO SO REFLECT**

**WHEREAS**, a request has been presented to the Moncks Corner Town Council by the owner of the properties designated on the Tax Map Records of Berkeley County, South Carolina as TMS # 162-00-01-018 and 162-00-01-059 to subsequently re-classify portions of the property from PD-R, Planned Development - Residential to M-2, Industrial Park; and

**WHEREAS**, it is necessary and desirable to reclassify said property to M-2, Industrial Park;

**NOW, THEREFORE, BE IT ORDAINED** and ordered by the Mayor and Town Council of the Town of Moncks Corner, South Carolina, in Council duly assembled on this 21st day of April, 2026, that the property herein described is hereby zoned Industrial Park (M -2); and

**BE IT FURTHER ORDAINED** that the official zoning map of the Town of Moncks Corner be, and the same hereby is, amended to so reflect.

**DONE IN COUNCIL ASSEMBLED this 21st day of April, 2026.**

FIRST READING: March 17, 2026  
SECOND READING AND PUBLIC HEARING: April 21,  
2026

\_\_\_\_\_  
Thomas J. Hamilton Jr., Mayor

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Marilyn M. Baker, Clerk to Council

\_\_\_\_\_

\_\_\_\_\_

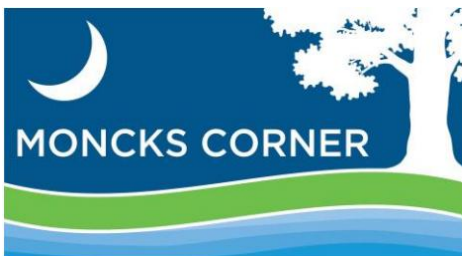
\_\_\_\_\_

Approved As To Form:

\_\_\_\_\_

\_\_\_\_\_  
James E. Brogdon, Jr., Town Attorney

\_\_\_\_\_



*The Lowcountry's Hometown*

PO Box 700 | Moncks Corner, SC 29461 | 843.719.7900 | monckscorner.sc.gov

## STAFF REPORT

**TO:** Town Council  
**FROM:** Justin Westbrook, Community Development Director  
**SUBJECT:** Zoning Map Amendment (ZA-26-01) – Devin Terrill  
**DATE:** April 21, 2026

**Background:** The applicant, Devin Terrill of the Paragon Investment group, has applied for a Zoning Map Amendment (ZA-26-01) for the parcels (TMS # 162-00-01-018 and -059) addressed as 1190 Ben Barron Lane. The applicant is seeking the parcels to be zoned **Industrial Park (M-2)**.

**Existing Zoning:** The subject parcels are currently in the **Planned Development (PD-R)** Zoning District. Per the Town’s Zoning Ordinance, this zoning district is intended to promote:

*“...the development of various types of flexible, negotiated developments under master plans, where the traditional density, bulk, spacing and use regulations of other zoning designations, which may be useful in protecting the character of substantially developed areas, may impose inappropriate and unduly rigid restrictions upon the development of parcels or areas which lend themselves to a unified, planned approach. Negotiated developments are intended to promote flexibility in site planning and structure location, to facilitate the provision of utilities and circulation systems, the mixture of uses, as well as to preserve the natural and scenic features of the parcel.”*

Adjacent Zoning		Adjacent Land Use
North	Heavy Industrial (HI)(Berkeley County)	Undeveloped
South	Light Industrial (M-1)	Undeveloped
East	Planned Development (PD-R)	Undeveloped
	Heavy Industrial (HI) (Berkeley County)	Industrial Equipment Supplier Office Facility
West	M-2	Concrete Mixing Facility

**Existing Site Conditions:** The subject parcels comprises of approximately 13.38 acres, which appear to be occupied by a scrap yard use. Per the National Wetlands Inventory map, there appears to be delineated wetlands that encroach upon the subject parcels, specifically to the side property lines of TMS number 162-00-01-059 and the majority of TMS number 162-00-01-018. The subject parcel fronts Ben Barron Lane, with approximately 371 feet of road frontage.

**Proposed Zoning Request:** The applicant has requested to rezone the subject parcels to the **Industrial Park (M-2)** Zoning District. Per the Town’s Zoning Ordinance, the **Industrial Park (M-2)** Zoning District is intended to:

*“accommodate areas planned and developed as industrial parks which provide an area conducive to the development and protection of modern administrative facilities, research and development centers, specialized manufacturing facilities, and similar enterprises characterized by landscaped campus-like settings “*

With proximity to multiple existing industrial use types, and undeveloped industrially zoned parcels, the proposed zoning district and associated uses fit in the current character of the adjacent properties zoning designations and respective uses.

**Density:** The subject parcels consist of approximately 13.38 acres. Per the Zoning Ordinance, the maximum lot coverage for the **Industrial Park (M-2)** zoning district is unknown to Staff, as the Zoning Ordinance does not specifically mention dimensional standards for that district. Staff regulates this zoning district under the dimensional standards set forth for the **Light Industrial (M-1)** zoning district, which permits a maximum lot coverage of 60%. Any tenant that would reestablish a similar use without modifying the footprint of the buildings, may be deemed nonconforming and subject to the Town’s standards per Section 5-2. Any change of use or change in the building footprint, to include a complete demolition and new construction, would be required to meet the maximum lot coverage prescribed for the **M-2** zoning district.

**Transportation:** Staff will not require a separate Traffic Impact Analysis (TIA) for the subject parcels at this time as the current use is already existing. Should a more intensive use propose to establish on this property after the zoning has been amended to **Industrial Park (M-2)**, Staff reserves our right to require a TIA prior to the establishment of any proposed use, per Section 5-9.D of the Zoning Ordinance.

**Environmental:** Staff will ensure all environmental concerns are addressed per the Zoning Ordinance, Stormwater Ordinance, and all other Town adopted policies and procedures. As the property currently is developed, any tenant that would alter the existing structures or infrastructure without increasing impervious area on the parcels, may be deemed nonconforming and subject to the Town’s standards per Section 5-2. Any increase in impervious area would be required to meet the standards of the Town’s Stormwater Design Standards Manual.

**Consistency with Plans:** Carried over from the 2017 Comprehensive Plan, the 2024 Comprehensive Plan’s Future Land Use Map identifies the subject parcels as “Employment”. The Plan calls for this land use to be designated for:

*“...designated centers for development of large scale (non-retail) commercial and industrial uses occupied by a major employer or a concentration of multiple employers with a mix of supporting or ancillary uses. Clustering of buildings in employment centers is preferred to preserve open space within the development site. Employment areas may also be developed with large labor intensive industrial and commercial uses*

*that produce noxious externalities. Where new development is proposed in an employment area more intensive use, sites should be large enough to include buffers. While not conducive to mixed-use developments, less intensive industrial or more intensive commercial uses, and supportive uses may be co-located within employment areas.”*

The requested zoning designation does appear to be congruent with this designation of the Future Land Use Map as the **Industrial Park (M-2)** zoning district would permit a large variety of industrial use types which would typically employ a substantial number of individuals.

The Comprehensive Plan also lays out various goals and implementation strategies to help in decision making for land use requests. Staff believe the applicant and request generally follow the following policies listed in the plan.

3. Enhance economic opportunities by improving the retention of businesses and encouraging a range of uses and services.

Staff does not believe that any of the various goals and implementation strategies are in conflict with the request.

**Procedural Issues:** As part of any Zoning Map Amendment, the request must be at least two (2) acres, or an extension of an existing district boundary, or additional C-1 zoning contiguous to existing commercial. In this case, the subject parcels is adjacent to the **Industrial Park (M-2)** zoning designation. In addition, the parcels in question appear to be well over two (2) acres in size allowing **Industrial Park (M-2)** to be a permissible request.

**Staff Analysis:** Staff believes that the designated future land is consistent with the requested zoning district, as the “Employment” designation promotes industrial use-types that are major employment generators. The inclusion of one (1) of the implementation strategies of the Comprehensive Plan lends credence to the requested zoning district.

**Staff Recommendation:** After analysis of the materials provided to Staff, the current zoning and proposed zoning impacts to the surrounding neighborhood, and the request’s compatibility with the Town’s Comprehensive Plan, Staff recommends approval for the requested **Industrial Park (M-2)** zoning designation for the subject parcels. Staff’s recommendation is due to the request’s compatibility with the Future Land Use Map, and recognizable alignment with some of the goals & implementation strategies of the 2024 Comprehensive Plan.

**Planning Commission Recommendation:** The Planning Commission heard the request at their February 24th meeting. The Commission voted 4-0 in favor of recommending APPROVAL of the requested zoning of **Industrial Park (M-2)** designation for the subject parcels. The applicant spoke in favor of the request, however no other attendees spoke regarding the application.

*Attachments:                   SIGNED - Application (Paragon)(20260108)  
  Location Maps (Aerial, Zoning, Future Land Use Map, Environmental)*

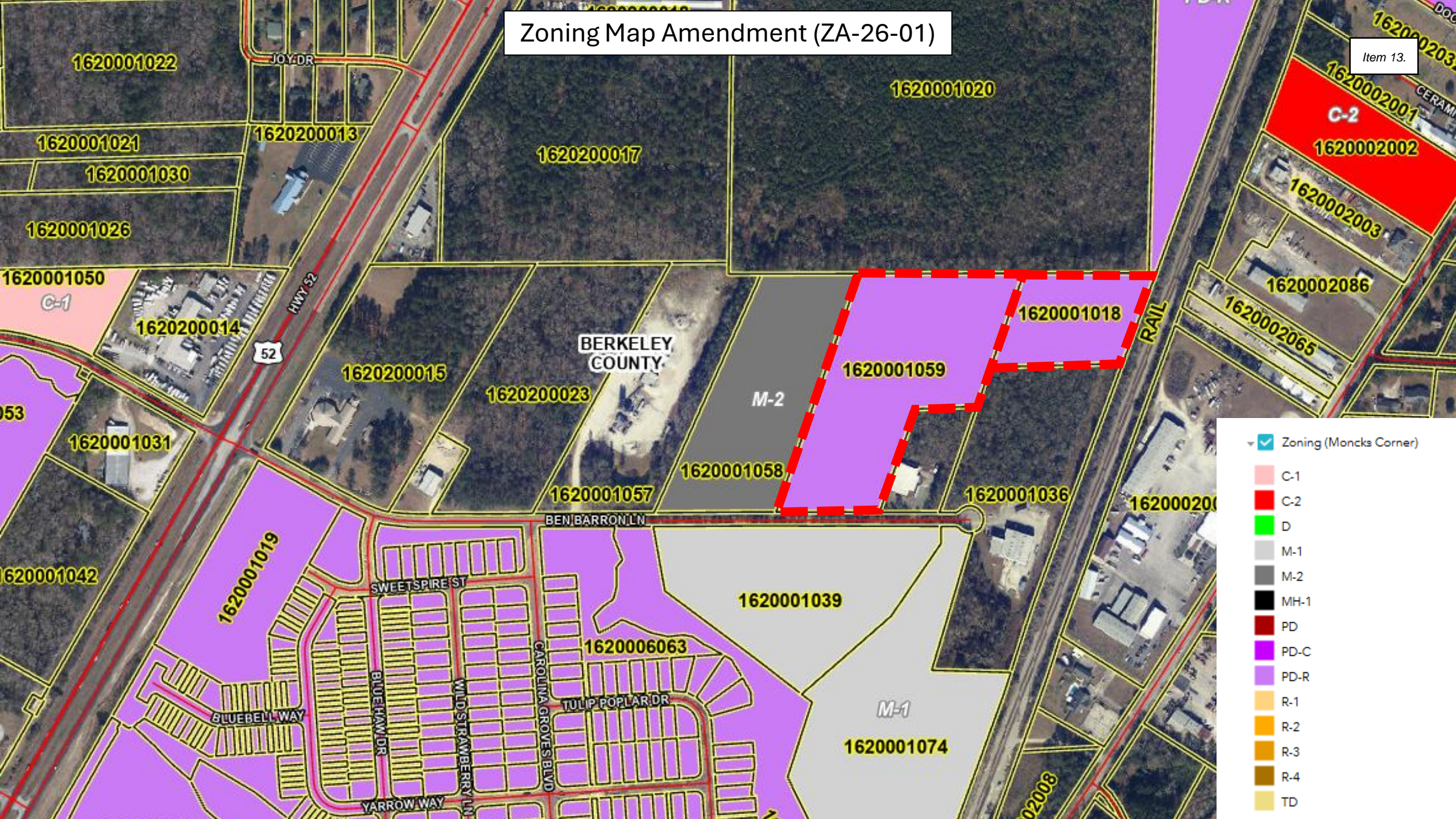
# Zoning Map Amendment (ZA-26-01)

Item 13.



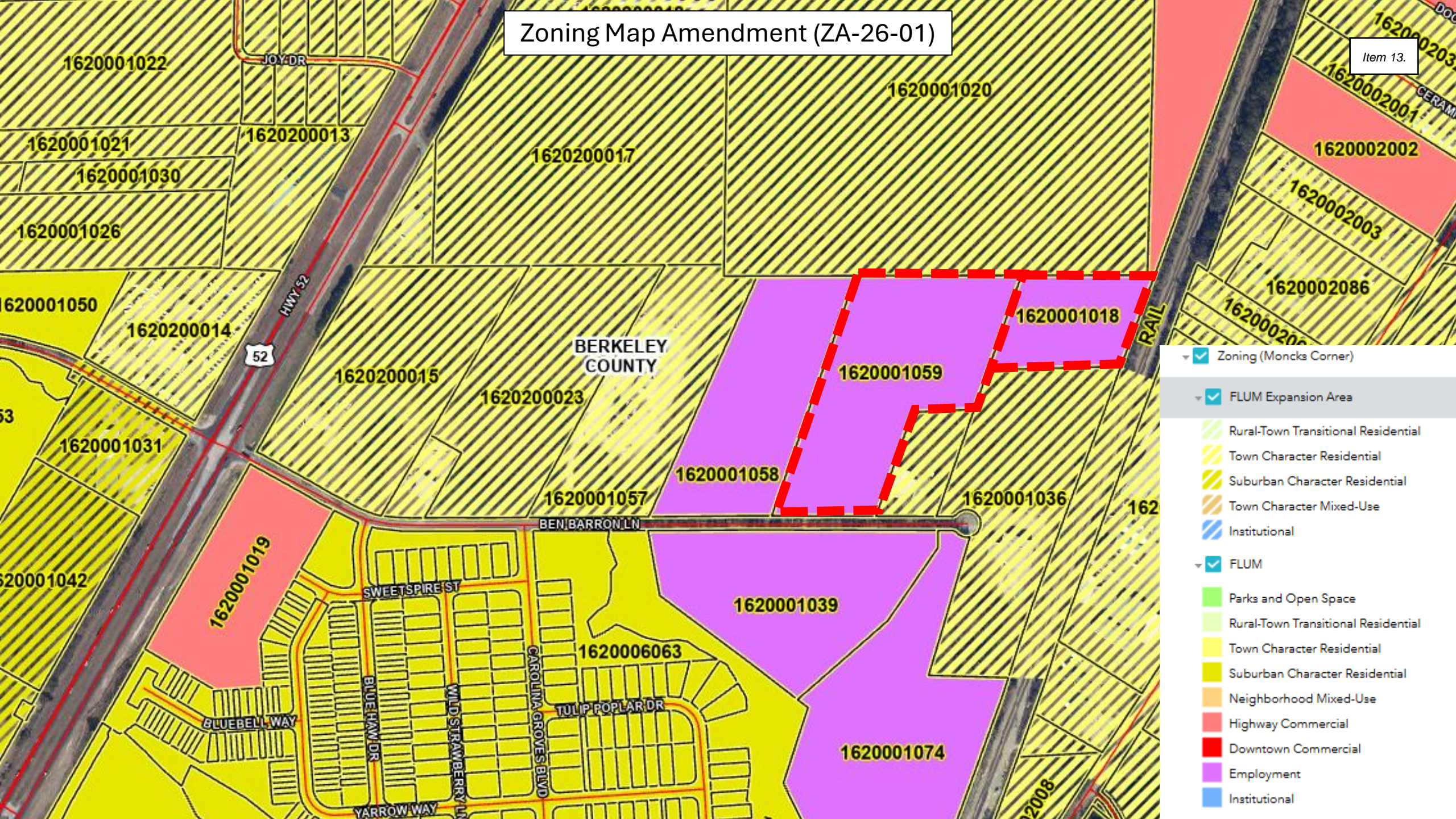
# Zoning Map Amendment (ZA-26-01)

Item 13.



# Zoning Map Amendment (ZA-26-01)

Item 13.



- Zoning (Moncks Corner)
- FLUM Expansion Area
  - Rural-Town Transitional Residential
  - Town Character Residential
  - Suburban Character Residential
  - Town Character Mixed-Use
  - Institutional
- FLUM
  - Parks and Open Space
  - Rural-Town Transitional Residential
  - Town Character Residential
  - Suburban Character Residential
  - Neighborhood Mixed-Use
  - Highway Commercial
  - Downtown Commercial
  - Employment
  - Institutional



# REZONING APPLICATION

Moncks Corner Community Development

# MONCKS CORNER

The Lowcountry's Hometown

### Applicant Information

Name: Devin Terrill Address: 165 Sabb Dr Rldgeville, SC 29472

Phone: 843-261-3448 E-Mail: \_\_\_\_\_

### Property Owner Information (If Different)

Name: Paragon Investment Group LLC Address: 2721 W 5th North Street, Summerville SC 29483

Phone: 843-821-9797 E-Mail: \_\_\_\_\_

TMS #: 162-00-01-018 162-00-01-059 Address: 1190 Ben Barron Lane, Moncks Corner

Current Zoning: PD-R Requested Zoning: M-2

Current Use of Property: Scrap Yard/ metal recycling

Proposed Use of Property: Scrap Yard/ metal recycling

Has any application involving this property been previously considered by the Moncks Corner Planning Commission or Board of Zoning Appeals? If yes, please state details.

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

I (we) certify that I (we) are the free holder(s) of the property(s) involved in this application and further that I (we) designate the person signing as applicant to represent me (us) in this rezoning.

Owner's Signature:  Date: 1/8/26

Applicant's Signature: Devin Terrill Date: 1/8/2026

### For Official Use Only

Received: \_\_\_\_\_ Property Posted: \_\_\_\_\_

Receipt #: \_\_\_\_\_ Hearing: \_\_\_\_\_

Advertised: \_\_\_\_\_ Approved: \_\_\_\_\_

**AN ORDINANCE TO RE-CLASSIFY 4.19 ACRES OF REAL PROPERTY ADDRESSED AS 106 CHURCH STREET, TMS # 142-07-04-011, -012, -014 & -032 FROM TD, TRANSITIONAL DISTRICT TO C-2, GENERAL COMMERCIAL, AND TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF MONCK'S CORNER TO SO REFLECT**

**WHEREAS**, a request has been presented to the Moncks Corner Town Council by the owner of the properties designated on the Tax Map Records of Berkeley County, South Carolina as TMS # 142-07-04-011, 142-07-04-012, 142-07-04-014 and 142-07-04-032 to subsequently re-classify portions of the property from TD, Transitional District to C-2, General Commercial; and

**WHEREAS**, it is necessary and desirable to reclassify said property to C-2, General Commercial and

**NOW, THEREFORE, BE IT ORDAINED** and ordered by the Mayor and Town Council of the Town of Moncks Corner, South Carolina, in Council duly assembled on this 21st day of April, 2026, that the property herein described is hereby zoned General Commercial (C-2); and

**BE IT FURTHER ORDAINED** that the official zoning map of the Town of Moncks Corner be, and the same hereby is, amended to so reflect.

**DONE IN COUNCIL ASSEMBLED this 21st day of April, 2026.**

FIRST READING: March 17, 2026  
SECOND READING AND PUBLID HEARING: April 21, 2026

\_\_\_\_\_  
Thomas J. Hamilton Jr., Mayor

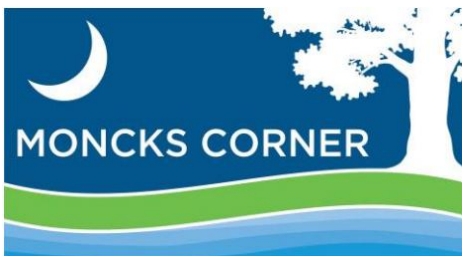
Attest:

\_\_\_\_\_  
Marilyn M. Baker, Clerk to Council

Approved As To Form:

\_\_\_\_\_  
James E. Brogdon, Jr., Town Attorney

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



*The Lowcountry's Hometown*

PO Box 700 | Moncks Corner, SC 29461 | 843.719.7900 | monckscornerse.gov

## STAFF REPORT

**TO:** Town Council  
**FROM:** Justin Westbrook, Community Development Director  
**SUBJECT:** Zoning Map Amendment (ZA-26-02) – Moncks Corner United Methodist Church  
**DATE:** April 21, 2026

**Background:** The applicant, Guy Purvis on behalf of Moncks Corner United Methodist Church, has applied for a Zoning Map Amendment (ZA-26-02) for parcels (TMS # 142-07-04-032, -11, -12, -14) addressed as 106 Church Street, 109 Church Street, and 106 N Live Oak Drive. The applicant is seeking the parcel to be zoned **General Commercial (C-2)**.

**Existing Zoning:** The subject parcel is currently in the **Transitional (TD)** Zoning District. Per the Town’s Zoning Ordinance, this zoning district is intended to promote:

*“...commercial and professional offices uses typically found in single family areas. District land uses will preserve the area’s existing residential character, while permitting commercial uses that are not major traffic generators. Buildings originally constructed for residential use may be used as such by right. Such buildings may be converted to commercial use as detailed below.”*

	Adjacent Zoning	Adjacent Land Use
North	C-1	Undeveloped
		Salon
	C-2	Medical Facility ( <i>under construction</i> )
South	TD	Church
East	TD	Single Family Detached Dwelling
		Single Family Detached Dwelling
West	C-2	Grocery Store (Piggly Wiggly)

**Existing Site Conditions:** The subject parcels together comprise of approximately 4.19 acres, which appear to be occupied by a church, support infrastructure (parking lot), and undeveloped areas. Per the National Wetlands Inventory map, no delineated wetlands encroach upon the subject parcels. The subject parcels fronts N Live Oak Drive, with approximately 673 feet of road frontage and an additional 903-feet of frontage along Church Street.

**Proposed Zoning Request:** The applicant has requested to rezone the subject parcel to the **General Commercial (C-2)** Zoning District. Per the Town’s Zoning Ordinance, the **Office & Institutional (C-2)** Zoning District is intended to:

*“accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominately commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to the restrictions and requirements intended to best fulfill the intent of this ordinance “*

Staff is generally in support of increasing commercially zoned land along a corridor that is rapidly transforming into a heavily traversed throughfare (Live Oak Drive). With proximity to multiple existing commercial use types, and undeveloped commercially zoned parcels, the proposed zoning district and associated uses fit in the current character of the existing properties along the N Live Oak Drive corridor, and mesh nicely with the intent of the **C-2** zoning district mentioned above.

**Density:** The subject parcels consist of approximately 4.19 acres. Per the Zoning Ordinance, the maximum lot coverage for **Office & Institutional (C-2)** zoning district is 60%. It is possible, but unknown to Staff, if the existing structures on the subject-parcel exceed that standard. As the properties currently host a church and parking lot, any tenant that would reestablish a similar use without modifying the footprint of the building, may be deemed nonconforming and subject to the Town’s standards per Section 5-2. Any change of use or change in the building footprint, to include a complete demolition and new construction, would be required to meet the maximum lot coverage prescribed for the **C-2** zoning district.

**Transportation:** Staff will not require a separate Traffic Impact Analysis (TIA) for the subject parcel at this time as the current use is already existing. Should a more intensive use propose to establish on the properties after the zoning has been amended to **General Commercial (C-2)**, Staff reserves our right to require a TIA prior to the establishment of any proposed use, per Section 5-9.D of the Zoning Ordinance.

**Environmental:** Staff will ensure all environmental concerns are addressed per the Zoning Ordinance, Stormwater Ordinance, and all other Town adopted policies and procedures. As the property currently is developed, any tenant that would alter the existing structures and other infrastructure without increasing impervious area on the parcel, may be deemed nonconforming and subject to the Town’s standards per Section 5-2 of the Zoning Ordinance. Any increase in impervious area would be required to meet the standards of the Town’s Stormwater Design Standards Manual.

**Consistency with Plans:** Adopted in 2024 as part of the Town’s Comprehensive Plan, the Future Land Use Map identifies the subject parcel as “Neighborhood Mixed-Use”. The Plan calls for this land use to be designated for:

*“Intended to provide small-scale neighborhood level services to the adjacent neighborhoods. Commercial-residential mixed uses are encouraged. Typically located along heavily traveled roadways, may act as a transition between higher intensity commercial corridors and residential neighborhoods. This area should have a strong focus around form-based zoning and high-quality design elements.”*

The requested zoning district does appear to be congruent with this designation of the Future Land Use the **General Commercial (C-2)** zoning district would permit a large variety of commercial use types by-right which the “Neighborhood Mixed-Use” designation promotes as seen in the definition above. Furthermore, most of the subject parcels front N Live Oak Drive, which Staff considers a heavily traversed commercial corridor.

All the subject parcels, but one (TMS # 142-07-04-014) appear to be within the aforementioned “Mixed Use Overlay”, which the Plan defines as:

*“A 250 ft mixed-use buffer (500 ft in total width) along select roadways is intended to allow for a mixture of higher density residential and low intensity service-based commercial land uses. This overlay provides flexibility for the Town to expand economic opportunities beyond the traditional downtown or strip mall type commercial corridors. Common commercial uses could include professional or medical offices, salons, corner stores, and other uses that provide daily services to local residents. Prime examples of a Neighborhood Mixed Use Corridor are along Broughton Rd and Carolina Ave. Corridors, like these, have formed naturally by the pressures and demands of a growing economy. This Overlay also encourages higher density residential units such as du-tri- or quadruplexes, townhomes, condos and multi-family apartments to be located on or adjacent to these commercial businesses.”*

The primary intent behind the above-mentioned overlay is to expand economic opportunities within the Town’s corporate limits. By rezoning the subject parcels’ **General Commercial (C-2)**, the Town’s economic opportunities are expanded as the **C-2** zoning district allows for a larger variety of by-right commercial uses than what is otherwise permitted by-right in the **Transitional (TD)** zoning district.

The Comprehensive Plan also lays out various goals and implementation strategies to help in decision making for land use requests. Staff believe the applicant and request generally follow the following policies listed in the plan.

3. Enhance economic opportunities by improving the retention of businesses and encouraging a range of uses and services.
4. Re-establish the downtown as the focal point of the community by promoting a mixture of residential, commercial, and recreational uses.

Staff does not believe that any of the various goals and implementation strategies are in conflict with the request.

**Procedural Issues:** As part of any Zoning Map Amendment, the request must be at least two (2) acres, or an extension of an existing district boundary, or additional C-1 zoning contiguous to existing commercial. In this case, although divided by the public right-of-way, the subject parcels are adjacent to the **General Commercial (C-2)** zoning designation which exclusively permits commercial use types by-right. The parcels in question appear to be over two (2) acres in size when combined, and adjacent to existing parcels zoned **C-2** allowing **General Commercial (C-2)** to be a permissible request.

**Staff Analysis:** Staff believes that the designated future land is consistent with the requested zoning district, as both the “Neighborhood Mixed-Use” designation and “Mixed-Use Overlay” promote commercial use-types

along heavily traversed roadways (N Live Oak Drive) and transforming corridors (Church Street). The inclusion of two (2) of the implementation strategies of the Comprehensive Plan also lends credence to the requested zoning district.

**Staff Recommendation:** After analysis of the materials provided to Staff, the current zoning and proposed zoning impacts to the surrounding neighborhood, and the request's compatibility with the Town's Comprehensive Plan, Staff recommends approval for the requested **General Commercial (C-2)** zoning designation for the subject parcels. Staff's recommendation is due to the request's compatibility with the Future Land Use Map, recognizable alignment with some of the goals & implementation strategies of the 2024 Comprehensive Plan, and the fact that N Live Oak Drive has become a heavily traversed commercial corridor.

**Planning Commission Recommendation:** The Planning Commission heard the request at their February 24th meeting. The Commission voted 4-0 in favor of recommending APPROVAL of the requested zoning of **General Commercial (C-2)** designation for the subject parcel. The applicant spoke in favor of the request, stating the need for desired signage, however no other attendees spoke regarding the application.

*Attachments:                    SIGNED - Application (Guy Purvis)(20260211)  
    Location Maps (Aerial, Zoning, Future Land Use Map)*

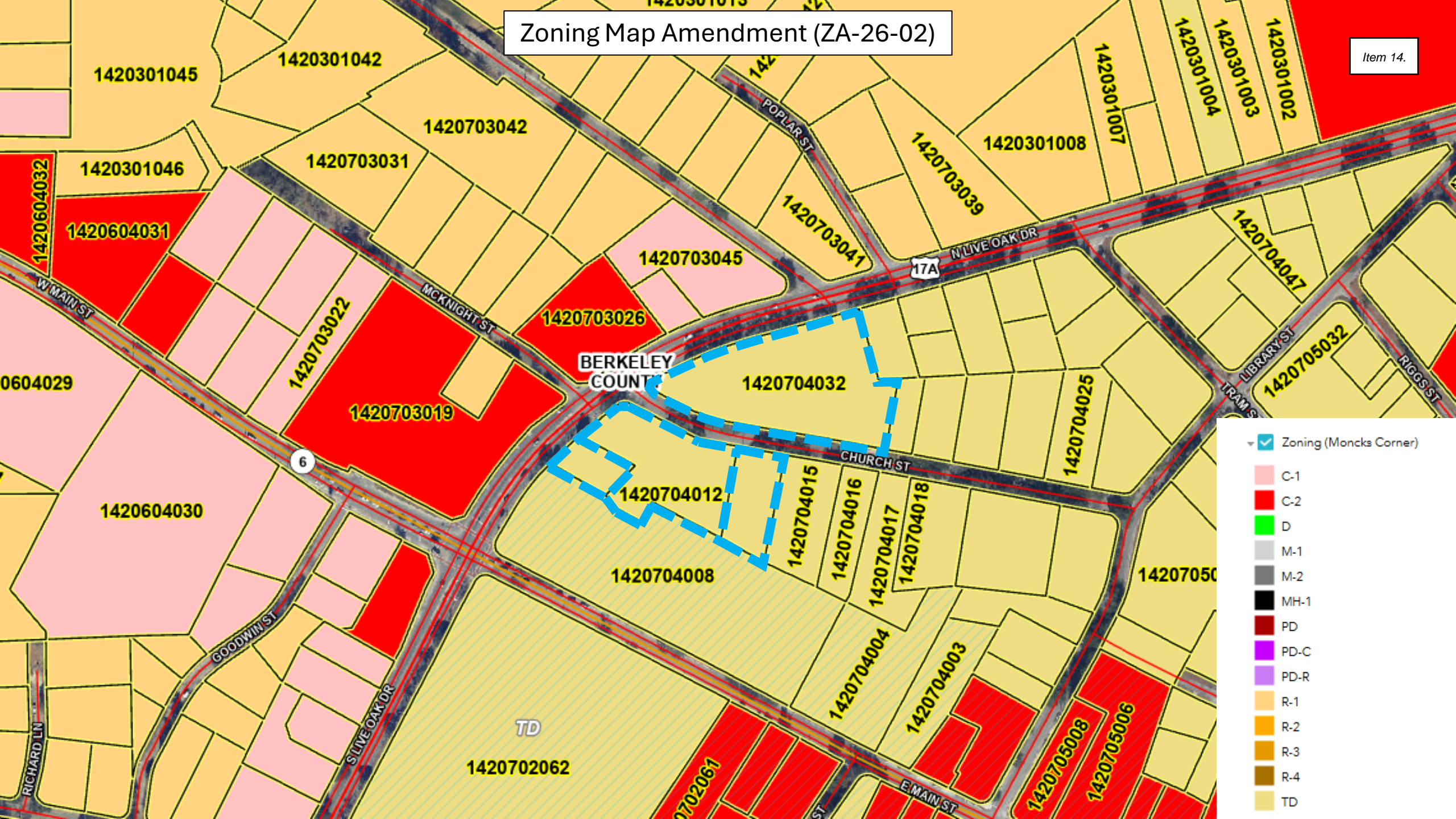
# Zoning Map Amendment (ZA-26-02)

Item 14.



# Zoning Map Amendment (ZA-26-02)

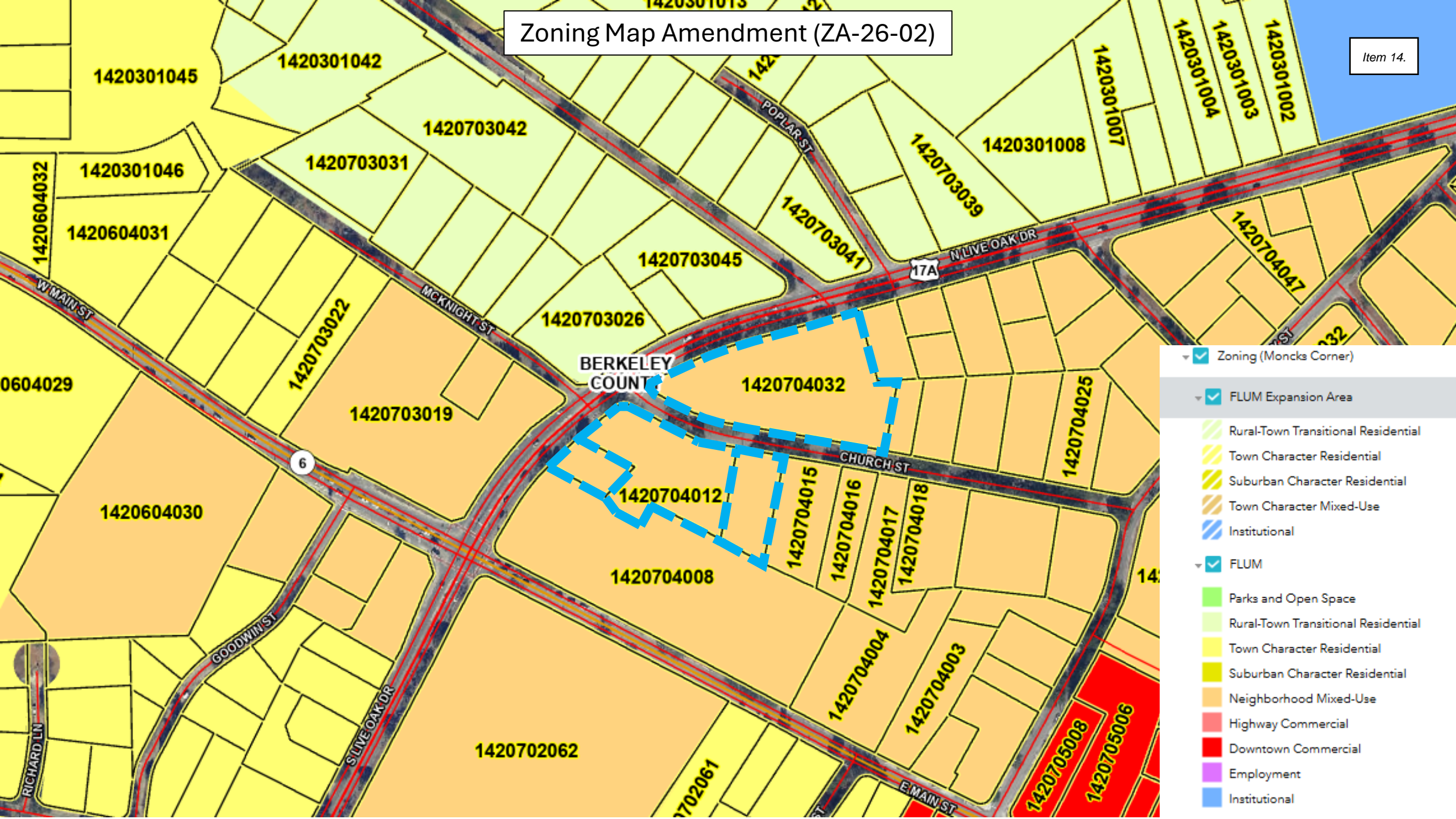
Item 14.



- Zoning (Moncks Corner)
- C-1
- C-2
- D
- M-1
- M-2
- MH-1
- PD
- PD-C
- PD-R
- R-1
- R-2
- R-3
- R-4
- TD

# Zoning Map Amendment (ZA-26-02)

Item 14.



- Zoning (Moncks Corner)
- FLUM Expansion Area
  - Rural-Town Transitional Residential
  - Town Character Residential
  - Suburban Character Residential
  - Town Character Mixed-Use
  - Institutional
- FLUM
  - Parks and Open Space
  - Rural-Town Transitional Residential
  - Town Character Residential
  - Suburban Character Residential
  - Neighborhood Mixed-Use
  - Highway Commercial
  - Downtown Commercial
  - Employment
  - Institutional



# REZONING APPLICATION

Moncks Corner Community Development

# MONCK'S CORNER

The Lowcountry's Hometown

### Applicant Information

Name: Guy Purvis Address: 618 Haldebrand Dr, Bonneau SC 29431  
Phone: 843-822-6112 E-Mail: \_\_\_\_\_

### Property Owner Information (If Different)

Name: Moncks Corner United Methodist Church Address: 106 Church St.

Phone: 843-761-8547 E-Mail: \_\_\_\_\_

TMS #: 1420704012 Address: 106 Church St.

Current Zoning: TD C2

Current Use of Property: Parking Lot ; Church

Proposed Use of Property: Parking Lot with Sign

Has any application involving this property been previously considered by the Moncks Corner Planning Commission or Board of Zoning Appeals? If yes, please state details.

NO

I (we) certify that I (we) are the free holder(s) of the property(s) involved in this application and further that I (we) designate the person signing as applicant to represent me (us) in this rezoning.

Owner's Signature: Guy C Purvis Trustee Date: 1/20/26

Applicant's Signature: Guy C Purvis Date: 1/26/26

For Official Use Only

Guy C Purvis Trustee  
2/11/26

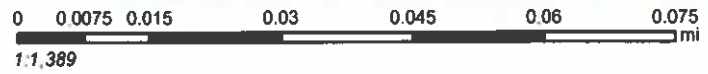
Received: \_\_\_\_\_ Property Posted: \_\_\_\_\_  
Receipt #: \_\_\_\_\_ Hearing: \_\_\_\_\_  
Advised: \_\_\_\_\_ Approved: \_\_\_\_\_

1420704032  
- 044  
- 011  
- 014  
- 045

- 142-07-04-011
- 142-07-04-012
- 142-07-04-014
- 142-07-04-032



Berkeley County GIS Department  
 P.O. Box 6122  
 Moncks Corner, SC 29461  
 (843) 719-4049  
<http://gis.berkeleycountysc.gov>  
 Date: 2/4/2026



THE COUNTY OF BERKELEY AND ITS GIS DEPARTMENT DISCLAIMS  
 ACCOUNTABILITY FOR THIS PRODUCT AND MAKES NO WARRANTY  
 EXPRESS OR IMPLIED CONCERNING THE ACCURACY THEREOF.  
 RESPONSIBILITY FOR INTERPRETATION AND APPLICATION OF  
 THIS PRODUCT LIES WITH THE USER.

**AN ORDINANCE TO ANNEX REAL PROPERTIES LOCATED ALONG US-52 HIGHWAY, TMS # 162-00-01-017 INTO THE CORPORATE LIMITS OF THE TOWN OF MONCK'S CORNER, TO RE-CLASSIFY SAID PROPERTY FROM PD-R, PLANNED DEVELOPMENT - COMMERCIAL TO PD, PLANNED DEVELOPMENT, AND TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF MONCK'S CORNER TO SO REFLECT**

**WHEREAS**, the Moncks Corner Planning Commission held a Public Meeting on June 24, 2025, to consider a change in zoning classification from PD-C, Planned Development - Commercial to PD, Planned Development;

**WHEREAS**, pursuant to said Public Meeting, the Moncks Corner Planning Commission voted to recommend that the zoning classification be changed from PD-C, Planned Development – Commercial to PD, Planned Development;

**WHEREAS**, the Moncks Corner Town held a Public Hearing on April 21st, 2026, to receive public comment and to consider a change in zoning classification from PD-C, Planned Development – Commercial to PD, Planned Development;

**WHEREAS**, it is necessary and desirable to reclassify said property from PD-C, Planned Development - Commercial to PD – Planned Development (Moncks Corner); and

**WHEREAS**, the conditions to be placed upon this parcel are described as follows:

1. All standards and regulations described in Exhibit A – PD Document shall prevail.
2. Any standard or regulation not specified within Exhibit A shall default to the Zoning Ordinance and Land Development Regulations of the Town of Moncks Corner.

**NOW, THEREFORE, BE IT ORDAINED** and ordered by the Mayor and Town Council, that the Zoning Map of the Town of Moncks Corner, is hereby amended by changing the zoning district classification of the property located on Highway 52, designated as TMS# 162-00-01-017, from PD-C, Planned Development – Commercial to PD, Planned Development.

**BE IT FURTHER ORDAINED** that the property herein described shall be zoned PD – Planned Development; and

**BE IT FURTHER ORDAINED** that the official zoning map of the Town of Moncks Corner be, and the same hereby is, amended to so reflect.

**FIRST READING:** August 19, 2025  
**SECOND READING :** April 21, 2026

---

Thomas J. Hamilton Jr., Mayor

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Marilyn M. Baker, Clerk to Council

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved As To Form:

\_\_\_\_\_

\_\_\_\_\_  
James E. Brogdon, Jr., Town Attorney

\_\_\_\_\_

# EXHIBIT A

## SITE DEVELOPMENT REGULATIONS

# VILLAGE SQUARE

THE TOWN OF MONCK'S CORNER  
STATE OF SOUTH CAROLINA

A PLANNED DEVELOPMENT



**DEVELOPER**  
STYO

JANUARY 2, 2026



# TABLE OF CONTENTS

<b>I.</b>	<b>INTRODUCTION</b>	
	A. Executive Summary	1
	B. Comprehensive Plan Alignment	3
<b>II.</b>	<b>LAND USE</b>	
	A. Development Plan	8
	B. Concept Plan	10
	C. Land Use Plan	11
	D. Sidewalk & Trail Plan	12
	E. Visionary Graphics	13
<b>III.</b>	<b>ZONING CRITERIA</b>	
	A. General Guidelines	18
<b>IV.</b>	<b>OPEN SPACE</b>	
	A. Open Space Summary	26
<b>V.</b>	<b>BUFFERS</b>	
	A. Summary of Landscape Buffers	27
	B. Buffer Exhibit	28
<b>VI.</b>	<b>EXISTING CONDITIONS</b>	
	A. Summary of Existing Conditions	29
	B. Existing Conditions Survey	30
	C. Tree Protection Standards	31
<b>VII.</b>	<b>RIGHT-OF-WAY</b>	
	A. Right-of-Way Summary	32
	B. Section Diagram	34
	C. Right-of-Way Road Sections	35
<b>VIII.</b>	<b>DRAINAGE BASIN ANALYSIS</b>	
	A. Drainage Summary	38
<b>IX.</b>	<b>APPENDIX</b>	
	A. FEMA Flood Zone Map	
	B. Existing Topography Map	
	C. Wetland Approximation Map	
	D. Traffic Impact Analysis (Future)	
	E. DeepRoot Tree Root Barrier Specifications	

## EXECUTIVE SUMMARY

Village Square is a Planned Development located on US Hwy 52 (SC DOT Public Right-of-Way), within the jurisdictions of either Moncks Corner or Berkeley County, South Carolina. The project consists of one parcel, totaling approximately 31.35 acres. The parcel is identified as Tax Map # 162-00-01-017.

The subject parcel is located along the Hwy 52 corridor. The current zoning designation of the parcel is as follows:

- TMS # 162-00-01-017 (Moss Grove Plantation): Moncks Corner, PD-C – Planned Development

Currently, the site is comprised of undeveloped and unimproved natural spaces. There is a mix of trees with varying levels of size, health & significance. There are wetlands on site.

The concept for Village Square is an innovative Planned Development (PD) incorporating Traditional Neighborhood Development (TND) practices into a vibrant, human-scaled, pedestrian friendly community. This will be achieved by incorporating “Light Imprint” New Urbanist principles of considerate infrastructure design in combining appropriately scaled neighborhood commercial services, recreational civic spaces, and thoughtfully crafted single-family detached homes. The single-family detached homes will be accessed via streets and alleyways. Rights-of-way will be Private in the legal aspect but will be built to Public Standards from an Engineering standpoint. The single-family detached homes will be sold as fee-simple.

The Village Square PD will have three distinct Districts:

1. “The Market Village” – Mixed-Use: Commercial & Residential
2. “The Civic Park” – Civic Recreational
3. “The Cottage District” – Residential

Throughout the development, publicly accessible open space will serve as the linking element of community, providing an array of outdoor experiences of preserved wetlands, water features, community parks & recreational spaces, and protected woodlands. Open spaces will be linked with sidewalks and multi-use pathways, complimenting the street network with safe and accessible means of multi-modal transit.

The design team will strive to incorporate Low Impact Development (L.I.D.) stormwater management practices such as pervious pavement systems, rain gardens, bio-swales, and large passive open spaces capable of processing stormwater runoff and general site drainage.

Village Square will set the example as a signature planned development, transforming underutilized natural resources into a beautiful neighborhood village that will serve the needs of Moncks Corner with residential housing, retail, service, and recreational opportunities.

The genesis of the entire development gravitates around human-centered design principles yielding a beautiful, naturally situated, safe & sociable environment.

## COMPREHENSIVE PLAN ALIGNMENT

The Village Square Planned Development is aligned with the Town of Moncks Corner’s vision for future land use utilizing redevelopment and infill opportunities.

The intent of a Planned Development (PD) is to:

- Reduce or eliminate potential inflexibility that may result from strict zoning standards.
- Allow greater freedom in achieving designs which provide access, light, open space, and community amenities.
- Promote quality design and environmentally sensitive development by allowing developers to take advantage of special site characteristics, locations, and land use arrangements.

Redevelopment and infill opportunities of underutilized sites are one of Moncks Corner’s greatest physical assets because their development or redevelopment can help enhance or complete existing neighborhoods and districts. These sites can reduce the need to travel great distances to shop or work, thus preserving lands further out. These reductions reduce infrastructure burden, saving taxpayers future tax cost increases.

The PD will implement the “All Corners of the Community” strategies, which maintain and enhance the core values of the community, stated in the Town’s Vision, Mission, and Values Statements:

### VISION STATEMENT:

“The Town of Moncks Corner is an attractive, thriving community which provides opportunity for its citizens and businesses while remaining safe and fiscally sound.”

### MISSION STATEMENT:

“The Town’s mission is to provide reliable, quality services, protect, our citizens and property, improve the quality of life and promote development through managed growth.”

### VALUES STATEMENT:

“The purpose of the Town is to provide safe, quality services, therefore customer service, and professionalism are the highest priorities. For everyone we meet, we are the Town of Moncks Corner, in everything we do, we will look the part, act the part, and do the part.”

By following the Comprehensive Plan's Overall Guiding Principles, the Village Square Planned Development will prioritize the community and its productive growth, both by maintaining the existing characteristics that make Moncks Corner a unique place and by further enhancing its commercial and recreational opportunities in a meaningful and respectful manner:

- Maintain a family-oriented, small town feel with a high quality of life that appeals to existing and future residents of all ages.
- Enhance and expand the quality and range of public services and infrastructure to accommodate the needs of current and future residents.
- Support economic development that provides daily services and employment for residents.
- Reinvest in existing residential and mixed-use neighborhoods to diversify population and economic opportunities.
- Provide a diverse, accessible and high-quality range of public recreational facilities and services for residents and visitors.
- Manage the strategic location and density of future residential developments to be consistent with the best management practices and the town's character.

Through contextually sensitive design, innovative shared open space planning, and a traditional architectural vernacular, the goal of the Village Square Planned Development is to most appropriately comply with the Town of Moncks Corner's 2024 Comprehensive Plan Goals and Strategies to fulfill the visions of the community:

## COMMUNITY CHARACTER

### **Element Goal:**

Preserving the community character, which refers to the unique impression a town, neighborhood, or community makes on residents and visitors, whether that be through one visit or a lifetime or residency. Community characteristics people commonly identify with are shared societal values and shared aesthetic values, a mixture of which cultivates a unique character or identity.

### **Implementation Strategies:**

- Cohesive building design.
- Well-maintained streetscapes and neighborhood patterns.
- Provided amenities.

- High walkability within communities.
- Integrate community facilities.
- Implement walking paths.
- Connect with the natural environment.
- Use signage to create a sense of identity within the community.

## QUALITY OF LIFE AND COMMUNITY ASSETS

### **Element Goal:**

Maintain the high quality of life the Town has cultivated, which has been created by community assets such as efficient public services, clean and safe community facilities, diverse community events, quality education, and accessible historic, cultural and natural resources.

### **Implementation Strategies:**

- Expand park and recreation services.
- Increase accessibility to facilities and amenities.
- Incorporate walking or running paths.
- Create multi-modal connections.
- Provide active and passive activities and educational opportunities.
- Protect core forested areas withing and adjacent to town limits.
- Design buffers along the edges of developments to protect natural habitats, provide privacy to residents, and assist in stormwater mitigation.

## PUBLIC SERVICE AND INFRASTRUCTURE

### **Element Goal:**

Maintain the quality and efficiency of public services and infrastructure as the Town continues to grow.

### **Implementation Strategies:**

- Create sidewalk and crosswalk connections.
- Provide multi-modal trails.
- Create new planned communities that can offset costs of additional public services and create a need for an increased assessment of additional personnel, equipment, and facilities.

## ECONOMIC DEVELOPMENT AND AFFORDABILITY

### **Element Goal:**

Expand the local economy using community assets, and strive to become a haven for small, local businesses that provide daily services to consumers without the pressures of the city competitiveness.

### **Implementation Strategies:**

- Encourage a “Live, Work, Play” lifestyle within the community.
- Provide space for local restaurants and new storefront shops.
- Add various amenities to commercial areas, including public parking lots and outdoor seating along sidewalks.
- Provide walkability within commercial areas.

## QUALITY OF GROWTH

### **Element Goal:**

Balance the preservation of community character with market demands and an increasing desirability for the small-town lifestyle, while also preserving and enhancing the downtown area.

### **Implementation Strategies:**

- Avoid “cookie cutter” homes, with repetitive façade designs and Euclidean single-family neighborhoods.
- Combat the “build now, plan later” mentality.
- Implement targeted design guidelines that ensure quality growth and preserve community character.
- Limit the range of commercial uses in neighborhood nodes.

Attention to the Town’s needs and desires, along with careful attention to design details with innovative land planning practices will ensure that the Citizenry of the Town of Moncks Corner receive an imaginative planned development incorporating traditional neighborhood development (TND) practices into a vibrant, human-scaled, pedestrian friendly community.

This new community will integrate seamlessly within the Town's urban fabric; greatly contributing to the evolving Highway 52 corridor. The efforts of the Developer of Village Square will positively impact Moncks Corner's progression yielding a beautiful, naturally situated, and sociable environment.

Village Square will set the example as a signature planned development, transforming underutilized natural resources into a beautiful neighborhood village. Village Square will create new living, working, leisure, dining, social, recreational and cultural opportunities for The Town of Moncks Corner's citizens and visitors alike.

## DEVELOPMENT PLAN

<b>Property Address</b>	US Hwy 52, Moncks Corner, South Carolina Tax Map # 162-00-01-017
<b>Site Area</b>	31.35 AC Total (29.68 +/- AC Highland, 1.67 +/- AC Wetland)
<b>Existing Zoning</b>	Moncks Corner: PD-C – Planned Development
<b>Existing Conditions</b>	An undeveloped site with unimproved natural spaces.
<b>Proposed Uses</b>	An innovative Planned Unit Development process incorporating Traditional Neighborhood Development (TND) practices into a vibrant, human-scaled, pedestrian friendly community; achieved by incorporating “Light Imprint” New Urbanist principles of considerate infrastructure design in combining appropriately scaled neighborhood commercial services, recreational civic spaces, and thoughtfully crafted single-family detached homes.
<b>Proposed Net Density</b>	2.69 DU/AC
<b>Parcels</b>	1
<b>Development Districts</b>	“The Market Village”: 10.41 +/- “The Civic Park”: 12.29 +/- “The Cottage District”: 8.65 +/-
<b>Site Development</b>	<u>Maximum Residential Units:</u> 80  <u>Landscape Buffers:</u> Highway 52 Frontage Buffer: 25 feet, Type C  <u>The Market Village Residential Building Setbacks:</u> Front: 5 feet Front Corner: 3 feet Side: 3 feet Rear: 5 feet Min. Parcel/Lot Size: 2,000 SF Min. Lot Width: 35 feet Min. Lot Depth: 65 feet Max. Residential Parcel/Lot Coverage: 80%

The Cottage District Residential Building Setbacks:

Front Porch: 5 feet  
Front Home Mass: 10 feet  
Front Corner: 3 feet  
Side: 3 feet  
Rear: 5 feet  
Min. Parcel/Lot Size: 3,000 SF  
Min. Lot Width: 40 feet  
Min. Lot Depth: 70 feet  
Max. Residential Parcel/Lot Coverage: 80%

The Market Village Commercial Building Setbacks:

Front: 5 feet  
Front Corner: 5 feet  
Side: 5 feet  
Side Attached: 0 feet  
Rear: 10 feet  
Max. Commercial Parcel/Lot Coverage: 80%

Maximum Commercial & Commercial Accommodations Space: 60,000 GSF

**Max. Structure Height** Residential structure heights are permitted to a maximum thirty-five feet (35’), measured to the eave, at three stories within The Market Village and The Cottage District. Commercial structure heights within The Market Village are permitted to a maximum of fifty feet (50’), measured to the eave, at three stories. The Civic Park structure heights are permitted to a maximum of twenty-five feet (25’), measured to the eave, at two stories. Heights will be measured from the average adjacent R.O.W./Easement Front *Parcel/Lot* Line back-of-curb elevation to the eave, with an additional allowable 5’ to the top of parapet. Heights will be distributed appropriately according to adjacent land uses and contextually appropriate massing.

**Open Space** A minimum of 20% (6.26 AC) of the property will be provided as Open Space, with a minimum of 25% (1.57 AC) of Open Space to be reserved as Active Open Space.

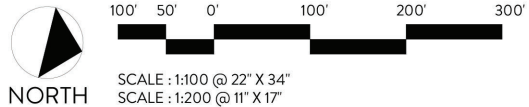
**Parking** Parking will be provided throughout the development via on-street, garage, and surface lot spaces. Key parking requirements are being proposed as the following:

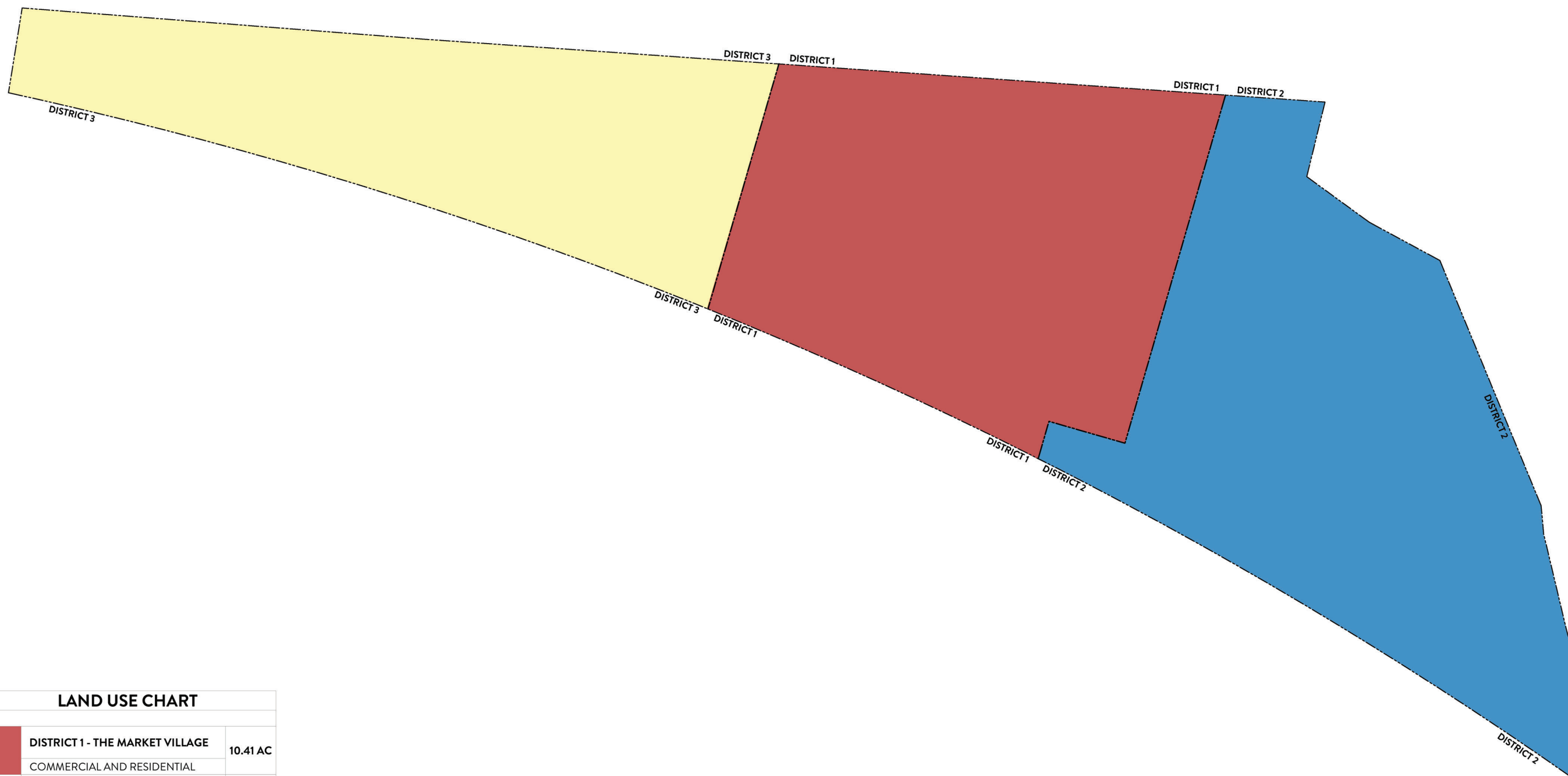
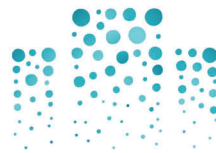
- Commercial: 1:250 GSF
- Residential: 2.0 / Unit

Please refer to the parking section of the General Guidelines for further details.

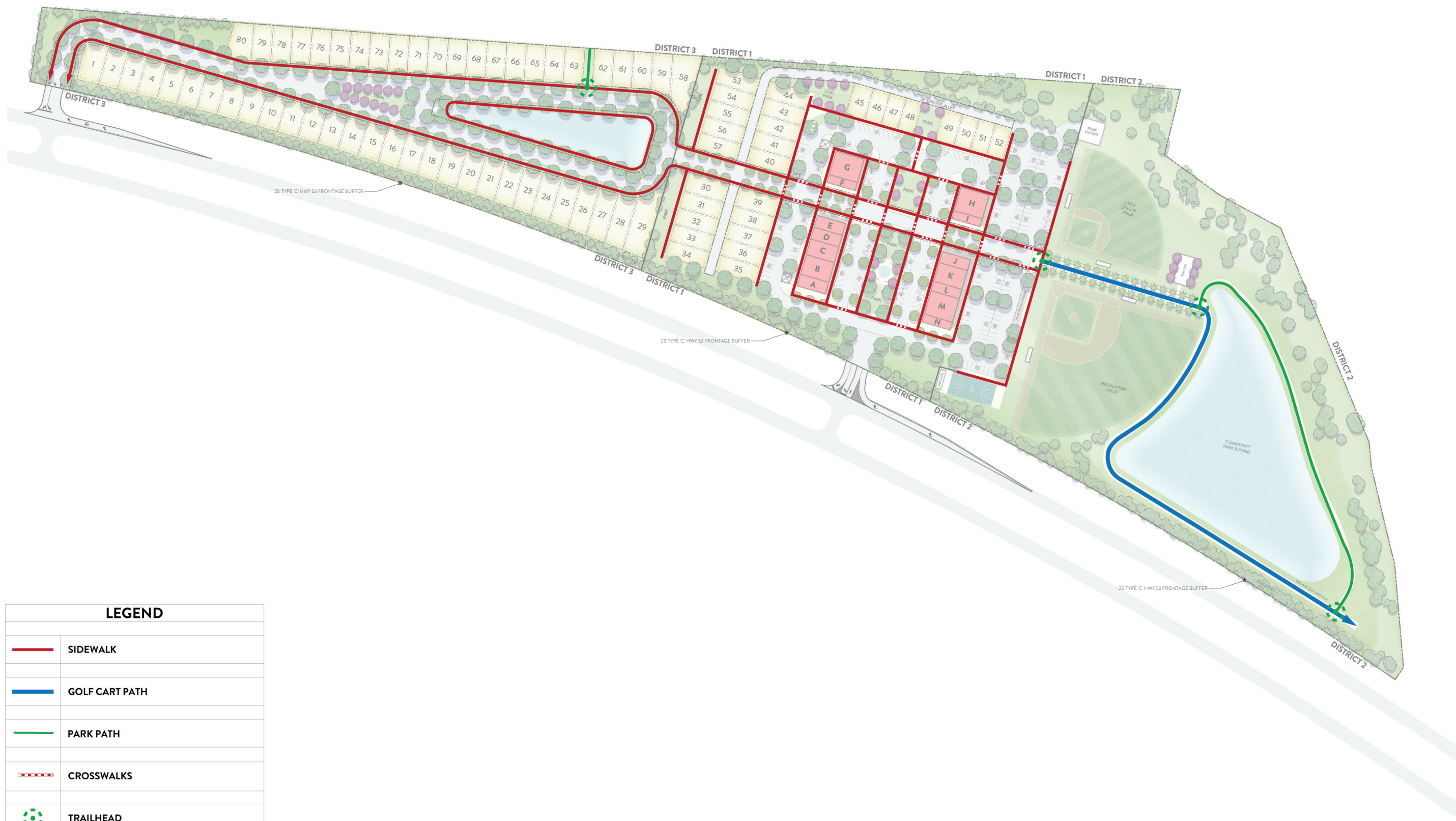


DEVELOPMENT SUMMARY	
<b>TMS#</b>	162-00-01-017
<b>PD</b>	PROPOSED ZONING
<b>31.35 AC +/-</b>	<b>TOTAL SITE AREA</b>
29.68	HIGHLAND
1.67	WETLAND
	<b>DISTRICTS</b>
10.41	DISTRICT 1 - MARKET VILLAGE
12.29	DISTRICT 2 - CIVIC PARK
8.65	DISTRICT 3 - COTTAGE DISTRICT
<b>15.60 (49.7%)</b>	<b>TOTAL OPEN SPACE (SITE)</b>
<b>8.68 AC (55.6%)</b>	<b>ACTIVE OPEN SPACE</b>
	• PARKS
	• SPORTS FIELDS
	• AMENITIES
<b>1.75 AC (11.2%)</b>	<b>BUFFERS</b>
<b>1.67 AC (10.7%)</b>	<b>WETLANDS</b>
<b>3.50 AC (22.4%)</b>	<b>PONDS</b>
<b>26,000</b>	<b>TOTAL COMMERCIAL SPACE (GSF)</b>
<b>80</b>	<b>TOTAL RESIDENTIAL UNITS</b>
80	SINGLE-FAMILY LOTS
<b>2.69</b>	<b>PROPOSED NET DENSITY (DU/AC)</b>
<b>456</b>	<b>PROPOSED PARKING</b>
190	COMMERCIAL
65	RECREATIONAL
160	SINGLE-FAMILY DETACHED LOTS
41	ON-STREET GUEST





LAND USE CHART		
	<b>DISTRICT 1 - THE MARKET VILLAGE</b>	<b>10.41 AC</b>
	COMMERCIAL AND RESIDENTIAL	
	<b>DISTRICT 2 - THE CIVIC PARK</b>	<b>12.29 AC</b>
	RECREATIONAL	
	<b>DISTRICT 3 - THE COTTAGE DISTRICT</b>	<b>8.65 AC</b>
	RESIDENTIAL	
	<b>TOTAL</b>	<b>31.35 AC</b>



LEGEND	
	SIDEWALK
	GOLF CART PATH
	PARK PATH
	CROSSWALKS
	TRAILHEAD



ARCHITECTURAL VISIONARY GRAPHICS ARE FOR ILLUSTRATIVE PURPOSES ONLY.  
PLANNED DEVELOPMENT GUIDELINES DICTATE SITE, BUILDING, AND ARCHITECTURAL STANDARDS.



ARCHITECTURAL VISIONARY GRAPHICS ARE FOR ILLUSTRATIVE PURPOSES ONLY.  
PLANNED DEVELOPMENT GUIDELINES DICTATE SITE, BUILDING, AND ARCHITECTURAL STANDARDS.



ARCHITECTURAL VISIONARY GRAPHICS ARE FOR ILLUSTRATIVE PURPOSES ONLY.  
PLANNED DEVELOPMENT GUIDELINES DICTATE SITE, BUILDING, AND ARCHITECTURAL STANDARDS.



ARCHITECTURAL VISIONARY GRAPHICS ARE FOR ILLUSTRATIVE PURPOSES ONLY.  
PLANNED DEVELOPMENT GUIDELINES DICTATE SITE, BUILDING, AND ARCHITECTURAL STANDARDS.



ARCHITECTURAL VISIONARY GRAPHICS ARE FOR ILLUSTRATIVE PURPOSES ONLY.  
PLANNED DEVELOPMENT GUIDELINES DICTATE SITE, BUILDING, AND ARCHITECTURAL STANDARDS.

## GENERAL GUIDELINES

### A. Parking

Due to Village Square's unique project composition, base parking is being proposed as follows: Two (2) parking spaces per single-family detached residential unit and one (1) parking space per 250 GSF of indoor commercial use space will be located throughout the development via on-street, driveway, garage and surface lot spaces. Outdoor dining patron use space will not have parking requirements. Designated recreational, guest, food truck, and overflow parking spaces will be provided throughout the development.

#### Parking Dimensions and Standards

Surface Lots:

1. Standard Parking Space Size shall be 9' x 18'
2. Handicapped parking space size and quantity shall be determined by the Building Code and Federal regulations.
3. Parallel parking space size shall be 8' wide by 22' long.
4. Aisle widths shall be of a sufficient width to provide safe access for the type and number of vehicles in the parking lot. The following dimensions shall be used as a guide for typical situations:
  - a. 24 feet for 90-degree parking
  - b. 24 feet for two-way 60-degree angled parking
  - c. 20 feet for one-way 60-degree angled parking
  - d. 24 feet for two-way parallel parking
5. A maximum of twelve (12) parking spaces in a row will be permitted without a landscaped parking tree island separating them.

### B. District 1: "The Market Village"

The Market Village is a Mixed-Use district intended to provide for a limited variety of residential, commercial, and service uses associated within the neighborhood commercial context. Permitted uses include residential, hotel, restaurant, bar, retail, financial, fitness, service, and office activities. Commercial uses that are not permitted include tobacco and vape stores, adult stores, convenience stores, pawn shops, gas stations, and storage units. Any residential or commercial use that is not specifically listed in this PD is strictly prohibited.

Addressing for residential and commercial units will be clearly visible along either the Highway 52 Public Right-of-Way or the internal Village Square Public/Private Rights-of-Way or Public/Private Access Easements.

For commercial buildings in The Market Village, front setbacks along Public/Private Rights-of-Way and Public/Private Access Easements shall be ten feet (10'). Rear setbacks shall be ten feet (10'). Side non-attached setbacks of five feet (5') shall apply to free standing units and the end units of attached units. Attached commercial units shall exist with zero-foot (0') side setbacks along their adjoining side property line (demising wall). Side corner setbacks of five feet (5') will apply to the allowed placement of all commercial buildings on corner lots (those having frontage on two or more Public/Private Rights-of-Way or Public/Private Access Easements) and shall observe the required minimum front setback of ten feet (10') for the declared "front" from the primary Public/Private Right-of-Way and the side corner setback of five feet (5') from the secondary Public/Private Right-of-Way. This provision will, for example, apply to the street front corner commercial units in providing an atmosphere of a quaint commercial village.

For residential buildings, front setbacks along Public/Private Rights-of-Way and Public/Private Access Easements shall be zero feet (0'). Rear setbacks shall be five feet (5'). Side non-attached setbacks of three feet (3') shall apply to free standing units. Side corner setbacks of three feet (3') will apply to the allowed placement of all residential buildings on corner lots (those having frontage on two or more Public/Private Rights-of-Way or Public/Private Access Easements) and shall observe the required minimum front setback of zero feet (0') for the declared "front" from the primary Public/Private Right-of-Way and the side corner setback of three feet (3') from the secondary Public/Private Right-of-Way. This provision will, for example, apply to the corner alley-load residential units in providing an atmosphere of a quaint residential village.

The minimum commercial lot width is twenty feet (20') with a minimum lot size of one thousand (1,000) square feet. The minimum residential lot width is thirty-five feet (35') with a minimum lot size of two thousand (2,000) square feet.

Food and beverage use, specifically fine dining, family restaurants, bars, and rooftop bars shall be permitted. Food and beverage establishments are restricted to operating only between 6:00 a.m. and 11:00 p.m.

Commercial Buildings and their associated site landscapes & hardscapes shall conform to the Landscape Guidelines found in the Village Square PD. Related signage within the Commercial District shall conform to Article 13 of the Moncks Corner Zoning Ordinance.

### **C. District 2 Civic Recreational: "The Civic Park"**

The Civic Park will become an asset to the community of Moncks Corner. The Park will provide accessibility to residents of Village Square and local Town citizens alike. The Park is programmed for primarily active play with passive recreational areas interspersed throughout. A multi-use path leads into the Park, splitting into two separate experiences; a multimodal path wide enough for two ways of golf cart travel, and a serene nature walk along the Park's pond feature. The multimodal path will provide internal access to the adjacent Moss Grove parcel to the North. One basketball court and

two baseball fields will be included: a youth-sized field as well as a regulation-sized field for teenagers and adults, with abundant space on all sides for both programmed and passive seating. Various nodes will occur throughout the Park, offering opportunities for passive recreation and relaxation, or additional active play.

One to two pavilions will be provided within The Civic Park, offering protection for all users of the park. Pavilions shall be open, unconditioned structures that offer picnic-style seating. Separate restroom buildings will also be provided. Pavilions and restrooms are permitted to a maximum height of twenty-five feet (25') at two stories.

Parking for The Civic Park will be shared spaces within The Market Village.

Upon substantial completion (i.e. certificate of occupation and operation), The Civic Park will be dedicated to The Town of Moncks Corner's Recreation Department, whereby the Town and/or Recreation Department will be responsible for all management, maintenance, and operational expenses from that day forth.

#### **D. District 3: "The Cottage District"**

The residential Cottage District will consist of single-family detached fee-simple residential dwelling units balanced with open spaces. The blend of built and natural environment will create a strong sense of community within the development and connect residents with both nature and their neighbors. Residential units will have frontage along the interior Village Square Public/Private Rights-of-Way. Detached single-family residential units will have the ability to be sold as fee-simple homes.

Addressing for all residential units will be clearly visible along the interior Village Square Public/Private Rights-of-Way and Public/Private Access Easements.

For parcels and lots, front setbacks along Public/Private Rights-of-Way and Public/Private Access Easements shall be five feet (5'). Rear setbacks shall be five feet (5'). Side non-attached setbacks of three feet (3') shall apply to free standing units. Side corner setbacks of three feet (3') will apply to the allowed placement of all buildings on corner lots (those having frontage on two or more Public/Private Rights-of-Way or Public/Private Access Easements) and shall observe the required minimum front setback of five feet (5') for the declared "front" from the primary Public/Private Right-of-Way and the side corner setback of three feet (3') from the secondary Public/Private Right-of-Way. This provision will, for example, apply to the corner alley-load residential units in providing an atmosphere of a quaint residential village. The minimum lot width for detached single-family units in The Cottage District is forty feet (40'). The minimum lot size is three thousand (3,000) square feet.

Accessory buildings will be allowed and shall have a maximum of two (2) stories at a height of twenty-five (25') feet, measured to the eave, and a maximum area of one thousand (1,000) gross square

feet, which includes a maximum of five hundred (500) square feet of conditioned living space. Accessory buildings can include heated living or residential office space and must maintain a similar exterior finish and architectural appearance to that of the primary residence, as being subordinate in height, scale, and massing.

All site and building construction within the Village Square Planned Development shall comply with the architectural guidelines found in Section 6-12 of the Moncks Corner Zoning Code.

#### **E. Building Heights & Massing**

Residential structure heights are permitted to a maximum thirty-five feet (35'), measured to the eave, at three stories within The Cottage District and The Market Village. Commercial structure heights within The Market Village District are permitted to a maximum of fifty feet (50'), measured to the eave, at three stories. Civic structure heights within The Civic Park are permitted to a maximum of twenty-five feet (25') at two stories. Heights will be measured from the average adjacent R.O.W./Easement Front *Parcel/Lot* Line back-of-curb elevation to the eave, with an additional allowable 5' to the top of parapet. Heights will be distributed appropriately according to adjacent land uses and contextually appropriate massing.

Accessory buildings within The Cottage District will be allowed and shall have a maximum of two (2) stories at a height of twenty-five (25') feet, measured to the eave, and a maximum area of one thousand (1,000) gross square feet, which includes a maximum of five hundred (500) square feet of conditioned living space. Accessory buildings can include heated living or residential office space and must maintain a similar exterior finish and architectural appearance to that of the primary residence, as being subordinate in height, scale, and massing.

#### **F. Property Owners Association**

The Developer will establish a Property Owners Association (POA) for the development. The POA will be managed by the Developer (or their appointed representative) until all units are sold and duties will be transferred to the POA.

The POA will be responsible for funding and maintaining interior private access easement/drive/street/parking repairs & replacement, entry signage and landscaping & lighting, and any other Developer/POA installed amenities on Private property and/or Open Spaces outside of the Village Square Public/Private Rights-of-Way or Public/Private Access Easements. These areas and associated drainage systems will be privately maintained by the Developer until the ongoing maintenance is assumed by the Property Owners Association.

The POA will own and maintain all Open Spaces outside of the Public R.O.W. that are not held by individual or corporate entities. These Open Spaces, while being privately held by the POA, will be publicly accessible, functioning as public spaces, and will be subject to future private rules & regulations, to be established by the POA.

The Town of Moncks Corner and its Recreation Department will be responsible for all management, maintenance, and operational expenses related to The Civic Park. Upon dedication the POA will neither be responsible for The Civic Park nor its expenses, from that day forward.

#### **G. Utilities**

Berkeley County Water and Sanitation will provide water service and Berkeley County Water & Sewer Authority will provide sewer service, via existing adjacent infrastructure. Power and Natural Gas will be provided by Berkeley Electric Coop. Carolina Waste will provide garbage collection for residential dwellings and commercial garbage collection.

#### **H. Signage**

Monument signage for The Market Village, The Civic Park, and The Cottage District along Highway 52 shall comply with Article 13 of the Town of Moncks Corner Zoning Code.

Signage monuments, supporting decorative landscape, and infrastructure (such as landscape lighting & irrigation) shall occur *outside* of the Highway 52 and the internal Village Square Public/Private Rights-of-Way & Access Easements, and therefore will be exempt from City & State encroachment requirements. The monuments will be illuminated with decorative lighting for wayfinding purposes. All signage monuments are subject to approval by the Village Square ARB.

#### **I. Landscape**

Decorative and supplemental landscaping may be provided throughout the development, adjacent to the Highway 52 Public Right-of-Way, and within the internal Village Square Public/Private Rights-of-Way & Access Easements. Decorative landscape and infrastructure (such as landscape lighting & irrigation) shall occur *outside* of the Highway 52 and the internal Village Square Public/Private Rights-of-Way & Access Easements, and therefore will be exempt from City & State encroachment requirements. Dead or dying trees shall be removed and replaced as needed.

#### **J. Lighting**

The Developer will prepare a lighting plan for streetlights (in conjunction with Berkeley Electric Coop) and may also provide decorative building, landscape, site & tree lighting throughout the development, adjacent to the Highway 52 Public Right-of-Way, and adjacent to and/or within the newly proposed internal Village Square Public/Private Rights-of-Way & Access Easements. Buildings, landscape, and signage may be illuminated for the purposes of safety and wayfinding. Lighting proposals shall meet or exceed the American National Standard Practice for Roadway Lighting, Illuminating Engineering Society of North America, as amended. The developer is responsible for all installation and maintenance costs related to lighting, along with any ongoing fees that may occur.

## K. Streets & Sidewalks

The Developer will construct the two-way Village Square Public/Private Rights-of-Way from the Public Highway 52 Right-of-Way at a minimum fifty feet (50') wide. Internal primary Public/Private Rights-of-Way will be provided at a minimum of fifty feet (50'). Secondary Public/Private Alley Rights-of-Way will also be provided at a minimum of twenty feet (20') to service the alley-load single family detached homes. Future sidewalks and crosswalks along the project's frontage on Highway 52 within the SCDOT Right-of-Way are subject to SCDOT purview and approval. Future wetland crossings for pedestrian connectivity shall be under purview of SCDHEC / OCRM.

The minimum typical street pavement width will be twenty feet (20') of paved surface bound by a minimum one and one-half feet (1.5') rollback or standing curb & gutter. The minimum typical alley pavement width will be eighteen feet (18') with one foot (1') ribbon curb on both sides.

A standard minimum five-foot (5') sidewalk will be provided throughout the neighborhood. A sixteen foot (16') wide multi-modal golf-cart path will provide interconnectivity to the adjacent Moss Grove parcel to the North (see exhibits). This connection is intended to be a paved asphalt or concrete path with two-way access across parcels. Additionally, a minimum eight foot (8') wide pedestrian & bicycle trail will connect to the adjacent multi-modal network at specific points, along with access to the large wetland & pond feature park. The intended material for the multi-use path around the pond is "plantation mix".

The intention is for the Village Square Private Public/Private Rights-of-Way to operate and function as would a Public Street via the presence and use of pedestrians, bicyclists, motorists, and all the Town of Moncks Corner and Berkeley County Emergency Service and Public Service providers (such as Police, Fire, EMS, Street Sweeping, Trash Collection, etc.). All Pavers will exceed the weight bearing capacity required by the Town of Moncks Corner Fire Department.

These streets will be built to public standards, meeting the weight bearing capacity and clearance requirements of City/County Engineering & Fire Standards. The majority of the Public/Private R.O.W. will be paved. Asphalt or concrete may be utilized in the majority of paved Public/Private R.O.W. areas.

The majority of "on-street" parking spaces will be paved. The intended material is a road-worthy paver system with pervious joints for stormwater retention & detention and water quality purposes, utilizing Low-Impact Development (LID) sustainability practices. Standard paving materials such as asphalt or concrete may be utilized if this is not achievable.

Road sections and materials will be certified by Civil and Materials Engineers, as necessary. This information will be provided during the permitting processes. Fire truck staging (min. 20' wide) will

be provided throughout the internal vehicular/pedestrian circulation lanes per posted signage and monitoring.

“No Parking”, “Stop” and other street signage will be provided within or adjacent to the Public/Private R.O.W. (which may be expanded to include them). Access to commercial, residential, and guest on-street and off-street parking spaces will be provided to service the neighborhood & development.

Coordination for the encroachment of the Village Square Public/Private Rights-of-Way intersections with the Highway 52 (and future) Public Right-of-Way connections will be conducted with the Town of Moncks Corner, Berkeley County and SC DOT. Sight distance visibility at the ingress/egress intersection will be maintained in accordance with the Town of Moncks Corner, Berkeley County and SC DOT standards.

The intent for accessibility throughout the project is to ensure that the Public/Private Rights-of-Way/Easements and access to all amenities be ADA compliant.

The Developer shall submit plans and specifications for each road to the Zoning Administrator and the City Engineer. In addition to the fees set forth in the Zoning Procedures, the Developer shall also pay for the out-of-pocket expenses incurred by the City in retaining an engineering inspection service to review the Developer's road plans and to periodically test the construction of such roads.

The Developer shall submit a list of qualified engineers which shall be approved by the City. The Developer shall have the right to contract with any of the City approved engineers for inspection services. The Developer may submit an amended list of qualified engineers from time to time for the City's approval.

#### **L. Street Trees**

Street trees will be planted within or adjacent to (predicated upon utility layouts) the newly proposed Public/Private Rights-of-Way and Public/Private Access Easements. Shade and decorative trees will be planted throughout the neighborhood with the goal of positively contributing towards the Town's overall tree canopy. The site should have an average of 2 trees per 100 linear feet of street frontage. Dead or dying trees shall be removed and replaced as needed. UB 48-2 36" DeepRoot Tree Root Barriers are required for all street trees and amenity center tree islands. See Appendix for manufacturer specification sheet.

#### **M. Public Benefit**

Attention to the City's needs and desires, along with careful attention to design details with innovative land planning practices will ensure that the Citizenry of Moncks Corner receive an imaginative urban Planned Development incorporating traditional neighborhood development (TND) practices into a vibrant, human-scaled, pedestrian friendly community.

Throughout the development, publicly accessible open space will serve as the linking element of community, providing an array of outdoor experiences of preserved wetlands, water features, community park spaces, and protected woodlands. Open spaces will be linked with sidewalks and multi-use pathways, complimenting the street network with safe and accessible means of multi-modal transit. Connections will be made to existing roads, access easements and neighborhoods, thus expanding the vehicular and pedestrian grid along the Highway 52 corridor.

This new community will integrate seamlessly within Moncks Corner's unique urban fabric; greatly contributing to the evolving Highway 52 corridor. The efforts of the Developer of Village Square will positively impact Moncks Corner's progression, yielding a beautiful, naturally situated, and sociable environment.

Village Square will set the example as a signature Planned Development, transforming underutilized natural resources into a beautiful village destination. The Village Square Planned Development will create new living, working, leisure, recreational, dining, social, and cultural opportunities for Moncks Corner's citizens and visitors alike.

## OPEN SPACE SUMMARY

Throughout the development, publicly accessible Open Space will serve as the linking element of community, providing an array of outdoor experiences of preserved wetlands, water features, community park spaces, and protected woodlands. Open Spaces will be linked with sidewalks and multi-use pathways, complimenting the street network with safe and accessible means of multi-modal transit.

A minimum of 20% (6.27 AC) of the property is provided as Open Space, with a minimum of 25% (1.57 AC) of Open Space to be reserved as Active Open Space.

Per the current Open Space Plan, 49.7% (15.60 AC) of the property is scheduled to be preserved as Open Space. Of the total Open Space, 55.6% (8.68 AC) is reserved as Active Open Space.

### Pertinent Definitions:

**Open Space:** Any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for public or private use or enjoyment, or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space. Open space shall not include streets, drives, off-street parking and loading areas, areas within residential lots, and areas that are located or shaped in a way that provides no substantial aesthetic or recreational value.

**Wetland:** Land that falls under the jurisdiction of one or more of the following agencies: OCRM or the United States Army Corps of Engineers.

**Active Open Space:** Areas that have been designated for outdoor activity, exercise, and active play.

Please refer to the below Open Space Chart and attached corresponding Open Space Plan for detailed information:

OPEN SPACE CHART	
TOTAL SITE AREA	31.35 AC +/-
TOTAL OPEN SPACE (SITE)	15.60 AC (49.7%)
ACTIVE OPEN SPACE	8.68 AC (55.6%)
• PARKS	
• SPORTS FIELDS	
• AMENITIES	
BUFFERS	1.75 AC (11.2%)
WETLANDS	1.67 AC (10.7%)
PONDS	3.50 AC (22.4%)

## LANDSCAPE BUFFER SUMMARY

Highway 52 Frontage Buffer:

- 25' Type C
- Per 100 linear feet:
  - Canopy / Understory / Evergreen Trees: 6
  - Evergreen Shrubs: 50

Canopy trees, understory tree, and upright evergreen trees must be selected from the approved plants list found in Section 7-9 of the Moncks Corner Zoning Ordinance.

In an effort to preserve quality existing vegetation, any existing plant material that satisfies the requirements of this section may be counted toward satisfying the buffer requirements.

Buffers not required for Right-of-Way encroachments and access points.

Village Square Protective Wetland Buffer: To be determined via SCDHEC/USACE.



6' PRIVACY FENCE  
 EXISTING NATURAL BUFFER  
 VISUAL & AUDITORY  
 SUPPLEMENTAL BUFFER

1 25' TYPE 'C' HWY 52 FRONTAGE BUFFER  
 SCALE: NTS



EASTEREN RED CEDAR  
*Juniperus virginiana*



NATCHEZ CREPE MYRTLE  
*Lagerstroemia indica 'Natchez'*



WAX MYRTLE  
*Myrica cerifera*



DWARF PALMETTO  
*Sabal minor*



JAPANESE PITTOSPORUM  
*Pittosprum tobira*



PINK CLOUD MUHLY GRASS  
*Muhlenbergia capillaris 'Pink Cloud'*

2 TYPICAL BUFFER PLANTINGS

## EXISTING CONDITIONS SUMMARY

Village Square is a Planned Development located on US Hwy 52 (SC DOT Public Right-of-Way), within the jurisdictions of either Moncks Corner or Berkeley County, South Carolina. The project includes one parcel, totaling approximately 31.35 acres. The parcel is identified as Tax Map # 162-00-01-017.

Please refer to the following Existing Conditions Survey & Tree Survey for more detailed Grand Tree information.

NOTES:

- THIS IS NOT A VALID, TRUE COPY OF THIS DOCUMENT UNLESS IT BEARS THE ORIGINAL SIGNATURE, SIGNATURE DATE, AND THE RAISED EMBOSSED SEAL OF THE SURVEYOR NOTED HEREON.
- THIS PLAT HAS BEEN PREPARED FOR STYO, IN ACCORDANCE WITH THEIR PLANNED USE. THIS SURVEY WAS PREPARED USING PUBLIC DOCUMENTS AS NOTED ON THIS PLAT. THE PUBLIC RECORDS SHOWN ON THIS PLAT ARE ONLY THOSE USED TO CONSTRUCT, AS CLOSE AS POSSIBLE, THE BOUNDARIES OF THE SUBJECT PARCELS SHOWN HEREON. THE LINES DELINEATING THE CONTIGUOUS PARCELS SHOWN HEREON DO NOT CONSTITUTE A COMPLETED BOUNDARY SURVEY FOR THOSE PARCELS.
- THIS PROPERTY MAY BE SUBJECT TO VARIOUS UTILITY EASEMENTS (i.e. POWER, TELEPHONE, SANITARY &/or STORM SEWER, etc.) THAT WERE NOT NOTED EITHER IN THE REFERENCE DEED, OR THE REFERENCE PLATS ASSOCIATED WITH THIS PROPERTY. THE UTILITIES SHOWN HEREON ARE BASED ON FIELD SURFACE LOCATIONS, AND WERE NOT VERIFIED AS TO SIZE, DEPTH, MATERIAL, &/or CONDITION. THIS PLAT DOES NOT ADDRESS ANY SUBTERRANEAN CONDITIONS OF ANY NATURE UNLESS SPECIFICALLY NOTED OTHERWISE.
- SUBJECT PROPERTY DEED / PLAT REFERENCES: VARIES - SEE EACH PARCEL.
- HORIZONTAL CONTROL ESTABLISHED WITH GPS USING THE SCGS VRS SYSTEM. HORIZONTAL DATUM - SOUTH CAROLINA STATE COORDINATE SYSTEM (NAD83/2011) ALL DISTANCES ARE GROUND.
- THE PROPERTY IS ZONED PD-C PER THE BERKELEY COUNTY GIS ONLINE MAPPING SYSTEM AND HAS NOT BEEN VERIFIED.
- NO ABOVEGROUND ENCROACHMENTS OF BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS FROM THE SUBJECT PROPERTIES ONTO ADJOINING PROPERTIES OR FROM ADJOINING PROPERTIES ONTO THE SUBJECT PROPERTIES WERE OBSERVED AT THE TIME OF THIS SURVEY OTHER THAN SHOWN HEREON.
- THIS PROPERTY IS LOCATED IN FEMA FLOOD ZONE X, X SHADED, AND AE PER MAP NUMBER 4501SC0395E, REVISED DECEMBER 7, 2018.
- AREA COMPUTED BY COORDINATE METHOD.

IMPORTANT NOTE:

THE COORDINATE/BEARING CONTROL SYSTEM SHOWN ON THIS PLAT IS TIED TO THE SOUTH CAROLINA STATE PLANE NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), SOUTH CAROLINA LAMBERT ZONE 1900 UNITS IN INTERNATIONAL FEET.

TO PLACE THE BOUNDARIES SURVEYED ON A PLANE SURFACE THAT BEST APPROXIMATES A TRUE GRID COORDINATE SYSTEM, ALL DISTANCES FOR THIS PROJECT SHOULD BE MULTIPLIED BY THE COMBINED SCALE FACTOR (0.99983620), DERIVED AT CONTROL POINT #1 AS SHOWN HEREON (N: 483,252.96, E: 2,295,966.88).

ABBREVIATION LEGEND

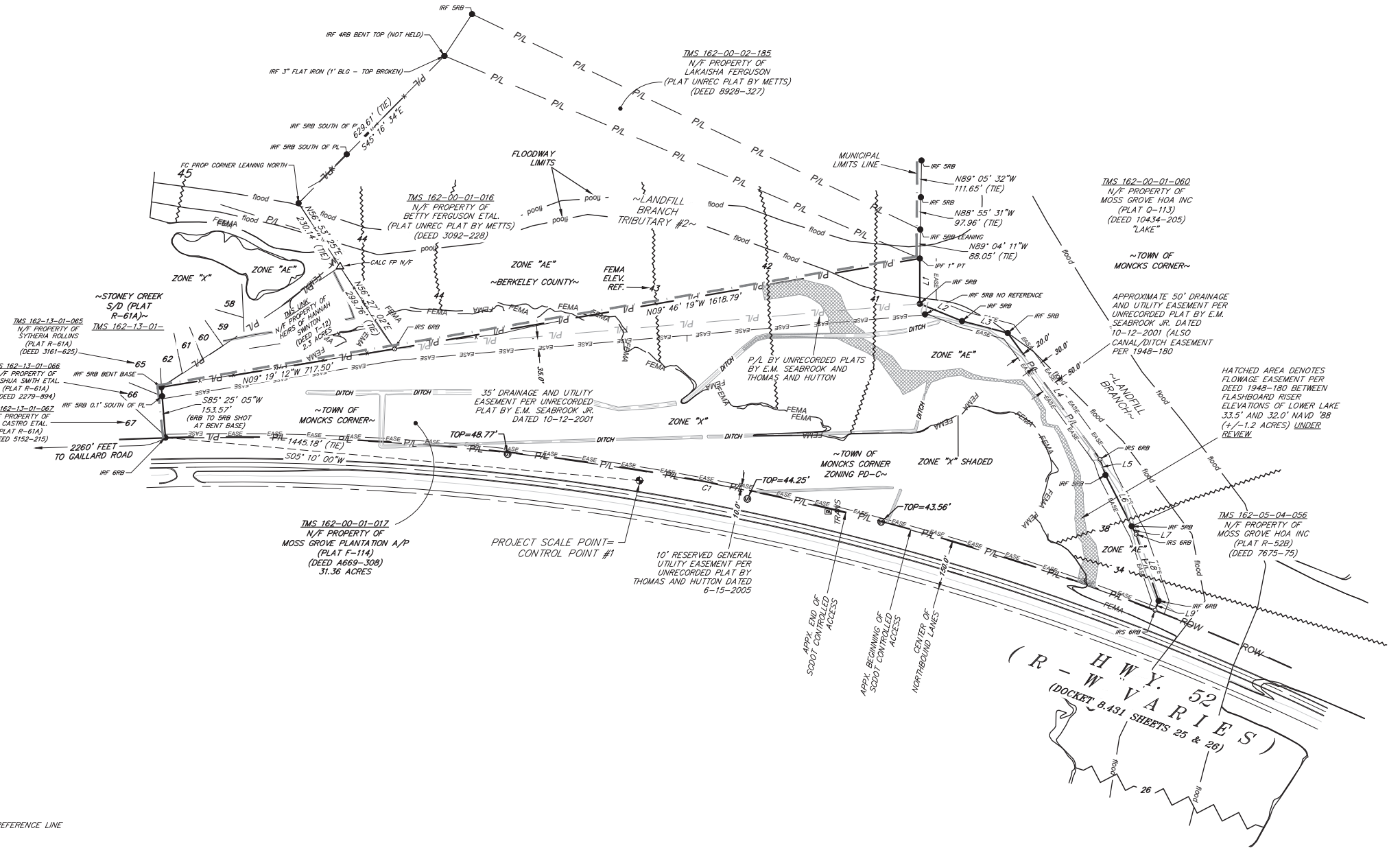
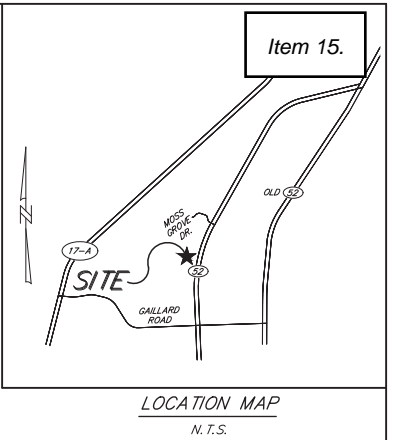
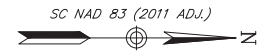
- DB - DEED BOOK
- PB - PLAT BOOK OR PLAT CABINET
- PG - PAGE
- NAD - NORTH AMERICAN DATUM
- NAVD - NORTH AMERICAN VERTICAL DATUM
- GIS - GEOGRAPHICAL INFORMATION SYSTEM
- R-W or ROW - RIGHT-OF-WAY
- IRF - IRON ROD FOUND
- OT - OPEN TOP
- PT - PINCH TOP
- IRF - IRON ROD OR REBAR FOUND
- IRS - IRON ROD OR REBAR SET
- RR - REBAR
- CMF - CONCRETE MONUMENT FOUND
- OMP - CORRUGATED METAL PIPE
- CPF - CORRUGATED PLASTIC PIPE
- T - TOTAL
- B-W - BARBED WIRE FENCE
- H-W - HOG WIRE FENCE
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- N/F - NOT FOUND
- FC - FENCE CORNER
- PP - POWER POLE
- FO - FIBER OPTIC HANDHOLE
- GUY - DOWN GUY
- RR SPIKE - RAIL ROAD SPIKE
- CALC INT - CALCULATED INTERSECTION

SYMBOL LEGEND

- - BOUNDARY CORNER SET (6 REBAR)
- - BOUNDARY CORNER FOUND
- △ - CALCULATED POINT (CALC PT - CP)
- ⊕ - CONTROL POINT
- ▲ - WETLAND FLAG LOCATION (N/A)

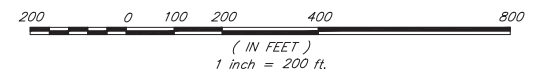
LINE LEGEND

- P/L — SUBJECT PROPERTY LINE SURVEYED
- P/L — TOP OF CANAL/DITCH LINE/SWALE LINE
- P/L — ADJOINING PROPERTY LINE
- ROW — EXISTING SDDOT R/W LINE
- — EDGE OF ASPHALT PAVEMENT (EOP)
- — APPROXIMATE CENTER OF R/W OR R/W REFERENCE LINE
- OHP — OVERHEAD ELECTRIC/POWER LINE
- EASE — EXISTING EASEMENT
- WET — WETLAND LINE (NOT PROVIDED BY CLIENT)
- — MUNICIPAL LIMITS LINE APPROXIMATE



LINE #	DIRECTION	LENGTH
L1	N89°59'39"E	137.49'
L2	N22°19'43"E	138.39'
L3	N14°39'54"E	143.61'
L4	N53°48'27"E	474.74'
L5	N71°10'18"E	50.80'
L6	N62°51'05"E	174.61'
L7	N61°25'49"E	27.51'
L8	N71°18'48"E	213.81'
L9	S69°03'44"E	30.17'

Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	3070.46	7789.50	022°35'05"	S09° 53' 16"W	3050.62



**Parker Land Surveying, LLC**  
5910 Griffin Street  
Hanahan, SC 29410  
Phone: (843) 554-7777  
Fax: (843) 554-7779

I HEREBY STATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

**REVIEW ONLY**

AARON TODD TAYLOR      P.L.S. 19887

PLANNING AND R.O.D. USE ONLY

**BOUNDARY PLAT**  
OF TMS NO. 162-00-01-017, LOCATED IN THE TOWN OF MONCK'S CORNER, CURRENTLY OWNED BY MOSS GROVE PLANTATION A/P BERKELEY COUNTY, SOUTH CAROLINA

DATE: MAY 15, 2025

SCALE: 1" = 200'

## TREE PROTECTION STANDARDS

Tree Protection Standards will be followed in accordance with the Town of Moncks Corner's Tree Ordinance.

## **RIGHT-OF-WAY SUMMARY**

Rights-of-Way will be private in the legal aspect yet will be built to public standards from an engineering standpoint, utilizing requirements set forth by Moncks Corner, Berkeley County, and SCDOT. Throughout the site, utilization of streets and alleys will allow for access to the various single-family homes, commercial areas, and community park areas. These Rights-of-Way associated with the roads and alleys are described in depth below.

### **District 3 Typical 50' Right-of-Way Road Section for Street with Parking:**

The typical street Right-of-Way for this development shall be fifty feet (50') in width. This 50' Right-of-Way includes twenty feet (20') of pavement (two 10' wide travel lanes), with one and two (2') wide curb and gutters on both sides. One side of the Right-of-Way will include eight foot (8') parallel parking. This Right-of-Way will also include five foot (5') wide sidewalks along both sides of the Right-of-Way with a variable verge width.

### **District 3 Typical 50' Right-of-Way Road Section for Street:**

The typical street Right-of-Way for this development shall be fifty feet (50') in width. This 50' Right-of-Way includes twenty feet (20') of pavement (two 10' wide travel lanes), with one and two (2') wide curb and gutters on both sides. This Right-of-Way will also include five foot (5') wide sidewalks and five foot (5') verge along both sides of the Right-of-Way throughout the development.

### **District 1 Typical 20' Right-of-Way Road Section for Alley Along Residential:**

The minimum typical alley Right-of-Way for this development shall be twenty feet (20') in width. This 20' Right-of-Way includes eighteen feet (18') of pavement (one way travel lane), with one foot (1') ribbon curb on both sides.

### **District 1 Typical 50' Right-of-Way Road Section for Street Along Residential:**

The typical street Right-of-Way for this development shall be fifty feet (50') in width. This 50' Right-of-Way includes twenty feet (22') of pavement (two 11' wide travel lanes), with one and two (2') wide curb and gutters on both sides. This Right-of-Way will also include five foot (5') wide sidewalks and four foot (4') verge along both sides of the Right-of-Way throughout the development.

### **District 1 Typical 50' Right-of-Way Road Section for Street Along Park:**

The typical street Right-of-Way for this development shall be fifty feet (50') in width. This 50' Right-of-Way includes twenty feet (22') of pavement (two 11' wide travel lanes), with one and two (2') wide curb and gutters on both sides. This Right-of-Way will also include ten foot (10') wide sidewalks along both sides of the Right-of-Way throughout the development.

**District 1 Typical 50' Right-of-Way Road Section for Street Along Retail:**

The typical street Right-of-Way for this development shall be fifty feet (50') in width. This 50' Right-of-Way includes twenty feet (22') of pavement (two 11' wide travel lanes), with one and two (2') wide curb and gutters on both sides. This Right-of-Way will also include five foot (5') wide sidewalks and five foot (5') verge along both sides of the Right-of-Way throughout the development.

**District 1 Typical 74' Right-of-Way for One-Way Street with Parking:**

The typical street Right-of-Way for this development shall be seventy-four feet (74') in width. This 74' Right-of-Way includes twenty feet (20') of pavement (two 10' wide one-way travel lanes), with one and two (1.5') wide curb and gutters on both sides. Both sides of the Right-of-Way will include seventeen-foot (17') wide angled parking. This Right-of-Way will also include eight foot (8') wide sidewalks along both sides of the Right-of-Way.

The streets and alleys will be built to Public Standards, meeting the weight bearing capacity and clearance requirements set forth by Moncks Corner and the Fire Standards required. The majority of the Rights-of-Way will be paved asphalt on the streets and alleys and concrete for the sidewalks.

Coordination of the encroachment of the Rights-of-Way at the entrance of the development and the intersection with HWY 52 will occur with Moncks Corner and SCDOT. Sight distance viability at this intersection shall be maintained in accordance with Moncks Corner and SCDOT.

Throughout the development, street signage will be located within the Rights-of-Way and on-street parking will be utilized for guests.

These Rights-of-Way are to function for pedestrians, motorists, and the Moncks Corner/Berkeley County's Emergency Services and Public Service providers (including but not limited to: Police, Fire, EMS, street sweeping, trash collection, etc.). ADA and FHA compliance shall be incorporated into the design of these Rights-of-Way.

## DRAINAGE ANALYSIS

### Flood Zone:

Most of the site lies within flood zone “X” as per FEMA Map Number 45015C0395E, dated 12/7/2018. A portion of the site falls within flood zone “AE”. The existing wetlands located onsite are within this flood zone.

A map of the FEMA Flood Zone has been included as an Appendix within the PD for reference.

### Topography:

The site currently drains towards the existing wetlands located along the northwestern property line. The current topography ranges from a max elevation of approximately 49’ to the lowest elevation of 28’. This lowest elevation occurs within the wetland limits.

A map of the existing topography has been included as an Appendix within the PD for reference.

### Wetland Verification:

An approximate wetland delineation was prepared by Ecological Associates, Inc. The approximate wetland map for the parcel includes a Jurisdictional Wetland 1 approximately 1.33 acres and another jurisdictional WOUS approximately 1,277 LF.

A map of the approximate wetland onsite has been included as an Appendix within the PD for reference.

### Preliminary Stormwater Techniques/Drainage Guidelines:

The proposed construction and development of the site will utilize an on-site system of drainage structures, pipes, and detention ponds while coupling best management practices for water quantity and quality control. Stormwater runoff shall be routed through the proposed drainage system to a series of detention ponds that will discharge to the existing floodplain. Pre-development versus post-development conditions will be evaluated, and the system shall be designed accordingly, meeting the local jurisdiction’s stormwater design regulations and design criteria. This stormwater design criteria are set forth by the Town of Moncks Corner, Berkeley County, SCDES, and SCDOT. An exhibit showing the proposed site layout with the proposed detention ponds can be found within the PD.

# DESIGN GUIDELINES VILLAGE SQUARE

FEBRUARY 17, 2026





DRAWINGS AND SPECIFICATIONS ARE PROPRIETARY AND PROPERTY OF SYNCHRONICITY, LLC. NO USAGE ON ANY OTHER PROJECT OR DESIGN PERMITTED. VIOLATIONS SUBJECT TO FULL PROSECUTION UNDER LAW. USAGE FOR ANY REASON OUTSIDE OF THIS SPECIFIC PROJECT MUST HAVE WRITTEN PERMISSION FROM SYNCHRONICITY, LLC.

## Introduction to Village Square

The Story	6
Vision & Theme	7
Use of Guidelines	8

## Site Development

Neighborhood Character	12
Lot Types	12
Height, Scale, & Mass: Residential	14
• Proportion & Massing	17
Height, Scale, & Mass: Commercial	18
• Proportion & Massing	19
Site Analysis	20
Site Design	20
• Lot Siting	20
Setbacks	21

## Architectural Design

Architectural Elements: Commercial & Recreational	25
• Materials & Colors	25
• Windows	25
• Dumpster Design	25
• Exterior Walls	26
Architectural Elements: Residential	29
• Material & Colors	29
• Foundations	29
• Exterior Walls	30
• Accessory Buildings	31
• Garages	31
• Windows	32
• Additional Architectural Regulations	33
• Minimum Thickness of Weather Coverings	33

## Landscape Design

Landscape Elements	37
• General Landscape Requirements	37
• Vegetation	38
• Minimum Planting Requirements	41
• Recommended Plant Palette	42
• Driveways	43
• Fencing / Site Walls	43
• HVAC Equipment	43
• Play Equipment / Pet Enclosures	44
• Pools / Therapy Pools / Spas	44
• Additional Landscape Regulations	44
• Plant List	45
• Recommended Reference List	49

## Design Review Process

Architectural Review Board (ARB)	52
Design Review Administrator	52
Design Review Process	53
• Pre-Design & Site Analysis Conference	54
• Preliminary Design Submittal	55
• Final Design Submittal	56
• Stake-Out Inspection	57
• Minor Changes During Construction	57
• Certificate of Compliance - Final Review	58
• Future Improvement Review	58
• General Guidelines	58
Construction Guidelines	59

## References

Schedule of Homeowners Association Fees	64
Contact Information	65
Table 1404.2	66



# INTRODUCTION TO VILLAGE SQUARE

## THE STORY

### The Site

Village Square is a Planned Development located on US Hwy 52 (SC DOT Public Right-of-Way), within the jurisdictions of either Moncks Corner or Berkeley County, South Carolina. Currently, the site is comprised of undeveloped and unimproved natural spaces. There is a mix of trees with varying levels of size, health & significance. There are wetlands on site.

The concept for Village Square is an innovative Planned Development incorporating Traditional Neighborhood Development (TND) practices into a vibrant, human-scaled, pedestrian friendly community. This will be achieved by incorporating “Light Imprint” New Urbanist principles of considerate infrastructure design in combining appropriately scaled neighborhood commercial services with thoughtfully crafted detached residential homes.

The homes will be detached residential units accessed via a mix of streets and alleyways. Right-of-Ways will be Private in the legal aspect yet will be built to Public Standards from an Engineering standpoint. Village Square will set the example as a signature Planned Development, transforming neglected and underutilized natural resources into a beautiful neighborhood village that will serve the needs of Moncks Corner with residential housing, retail, service, and recreational opportunities.

The genesis of the entire development gravitates around human-centered design principles yielding a beautiful, naturally situated, safe & sociable environment.

### Creating a Community

Village Square is a neighborhood that encourages a sense of community through it’s architecture, landscape, open spaces, connection to nature and easily accessible amenities. Many steps have been taken to create the vision of Village Square including this document - **The Village Square Design Guidelines** - in order to preserve the character and best practices desired by the Village Square HOA.





## VISION & THEMES

### Open Spaces / A Tie to Nature

Throughout the development, publicly accessible open space will serve as the linking element of community, providing an array of outdoor experiences of preserved wetlands, water features, community parks & recreational spaces, and protected woodlands. Open Spaces will be linked with sidewalks and multi-use pathways, complimenting the street network with safe and accessible means of multi-modal transit.

### Features

Village Square will feature numerous ways for residents to connect with nature, with amenities that include city parks, sport fields, outdoor seating, ponds and wetlands, walking and biking trails, and preserved trees.

Village Square will be comprised of three distinct districts:

- “The Market Village”
- “The Civic Park”
- “The Cottage District”





## USE OF GUIDELINES

### Site Selection

The first step to a new home is choosing the appropriate lot and lot type. Different lots have different requirements that will help narrow down what is the right fit for a homeowner. This document defines the various lot types and explains what is required to achieve a successful design.

### Form & Function

Mass and Proportion will determine the location and configuration of all elements found on the site. The Site Principal Section of this document provides information on what is expected for a design to be approved at Village Square.

### Interior Program

Interior Layout is critical to the functionality of the home and has a direct affect on the exterior character displayed most importantly on door, window, and garage placement. Though most standards in this document refer to the exterior, great care should be taken in creating an efficient and desirable interior program that is appropriate for the quality levels expected at Village Square.

### Outdoor Living

Porch Design is an important aspect of any home design but strikes a cord with respect to regional design. Porches influence interaction amongst community members and enhance the sense of neighborhood.



## Fit & Finish

Exterior Materials are an extremely important factor when designing a home. Selected materials should relate to the style of the home as well as the adjacent properties. The Architectural Design Section describes what is required for approval.

## Landscape & Hardscape

Support and enhancement of existing vegetation is encouraged while also presenting a clean and manicured look. Landscape elements including walls, fences, and plants are highly valued in achieving a consistent look throughout Village Square. Please refer to the Landscape Design Section for further information.

## ARB Review

Detached single family homes, and all commercial buildings and associated sites shall be subject to the Town of Moncks Corner design standards and review procedures.

## Submittals & Approvals

The submittal and approval process is an incredibly important part of this document to help homeowners and their team of professionals create documents in an accurate and timely fashion. The following chapters in the Village Square Residential and Commercial Design Guidelines help layout what is expected in all documents and various items that will be focused on during the review for approval. If care is taken during the process to adhere to the standards of Village Square and submit documents in the provided timeline, the approval process is likely to be expedient. All documents submitted to the Architectural Review Board (ARB) should be prepared by a qualified professional, licensed professionals are encouraged and required where applicable.

Any items not specifically addressed in this document will be referred to the Declaration of Covenants, Conditions, Easements and Restrictions for Village Square.



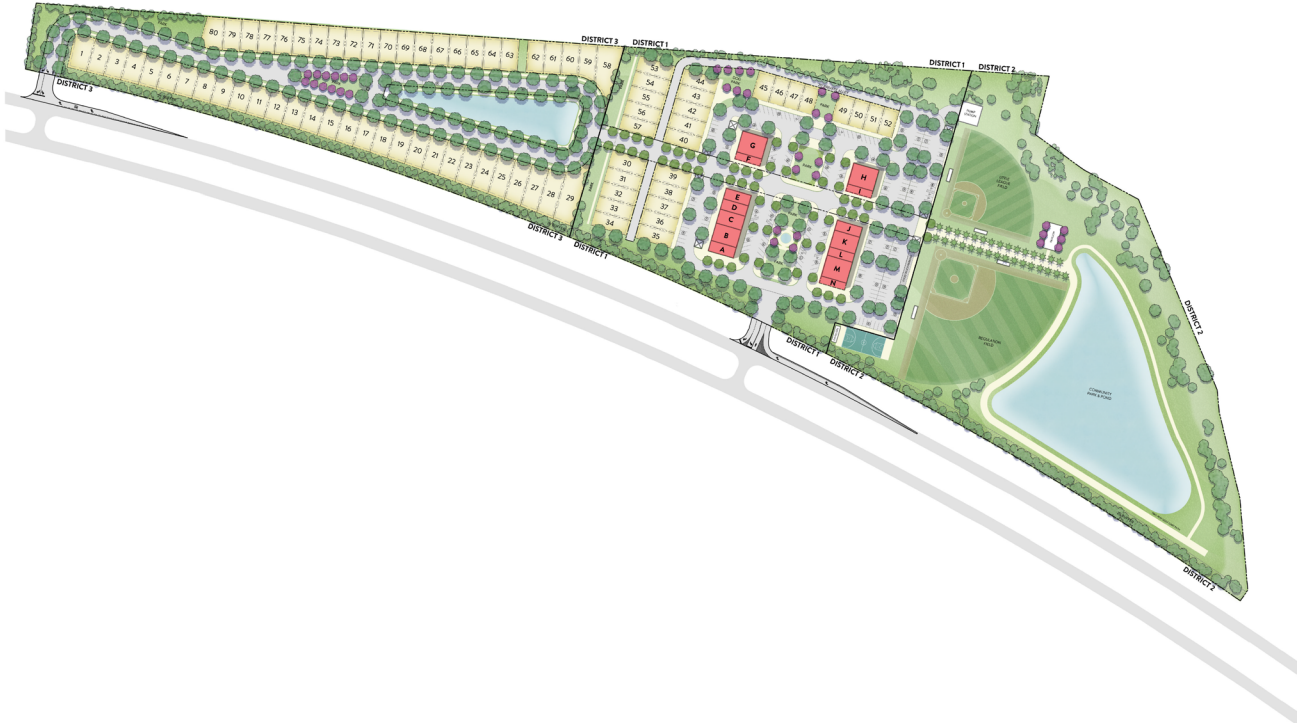
SITE DEVELOPMENT

# NEIGHBORHOOD CHARACTER

All elements found on each lot should strive for a collective quality and style definitive of Village Square that encourages consistency but also applauds individuality that will enrich the neighborhood character. The items discussed in this section help provide the groundwork required for each lot type.

## Phase 1- Residential

There are two (2) home types provided that will create unique but unified areas within Village Square.



\* Site Plan subject to change without notice.

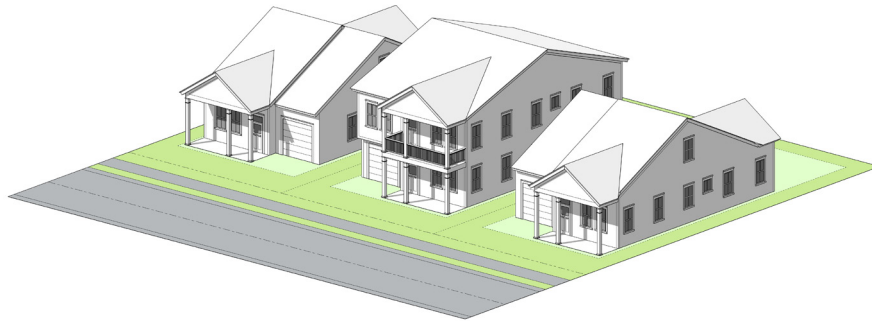




## HEIGHT, SCALE, AND MASS: RESIDENTIAL

### Section 1: 40' Street-Load Homes (SFD)

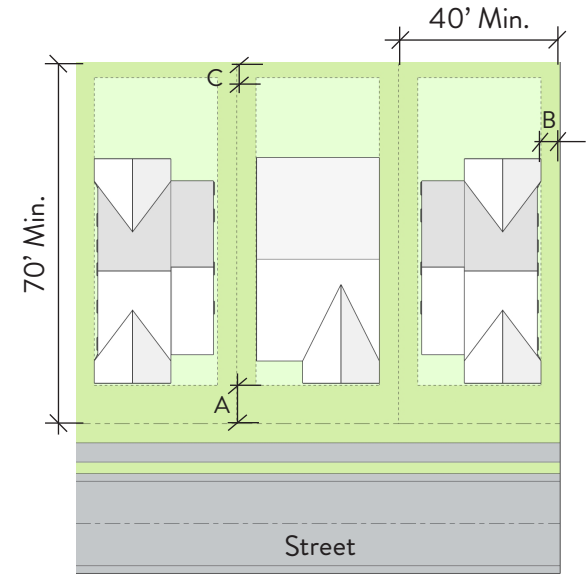
40' Street-Load Homes minimum lot dimensions are 40 feet wide and 70 feet deep. Lot sizes are a minimum of 3,000 square feet. Houses constructed on 40' Street-Load Lots will follow the 35', 3-Story maximum height restriction. Front facing garages are required to be set a minimum of 1'-6" behind the front face of the main body of the structure.



3D 40' Street-Load SFD Lot Type Example

Item 15.

40 x 70 = 2800 ft<sup>2</sup>  
lot



40' Street-Load SFD Lot Plan

Minimum Primary Building Setback & Lot Zones

A	Front Yard Setback	5'
B	Side Yard Setback	3'
C	Rear Yard Setback	5'
	Primary Building Envelope	30'x64'

Driveways?  
Parking?

# HEIGHT, SCALE, AND MASS: RESIDENTIAL

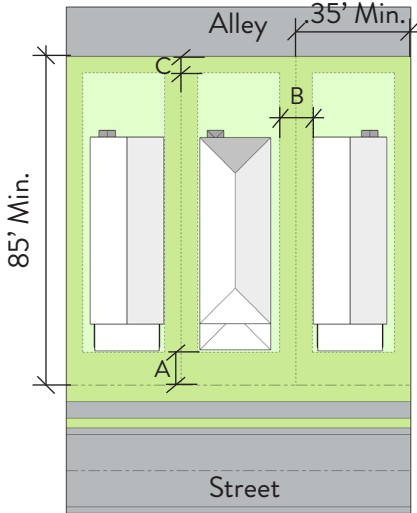
## Section 2: 35' Alley-Load Homes (SFD)

35' Alley-Load Homes minimum lot dimensions are 35 feet wide and 85 feet deep. Lot sizes are a minimum of 2,000 square feet. Houses constructed on 35' Alley-Load Lots will follow the 35', 3-Story maximum height restriction.

2,000 ft<sup>2</sup> lots?



3D Alley-Load SFD Lot Type Example



35' Alley-Load SFD Lot Plan

Minimum Primary Building Setback & Lot Zones

A	Front Yard Setback	0'
B	Side Yard Setback	3'
C	Rear Yard Setback	5'
	Primary Building Envelope	30'x79'

# HEIGHT, SCALE, & MASS: RESIDENTIAL

## Home Height

Residential buildings shall be a maximum height of 35 feet, per the Village Square Planned Development Zoning Standards.



## HEIGHT, SCALE, & MASS: RESIDENTIAL

### Proportion & Massing

Proportion and Massing are essential elements of good home design. The building should be carefully planned so that the final building form is appropriate for the specific home site.

Though proportion and massing will vary between different architectural styles, the following principles are recommended:

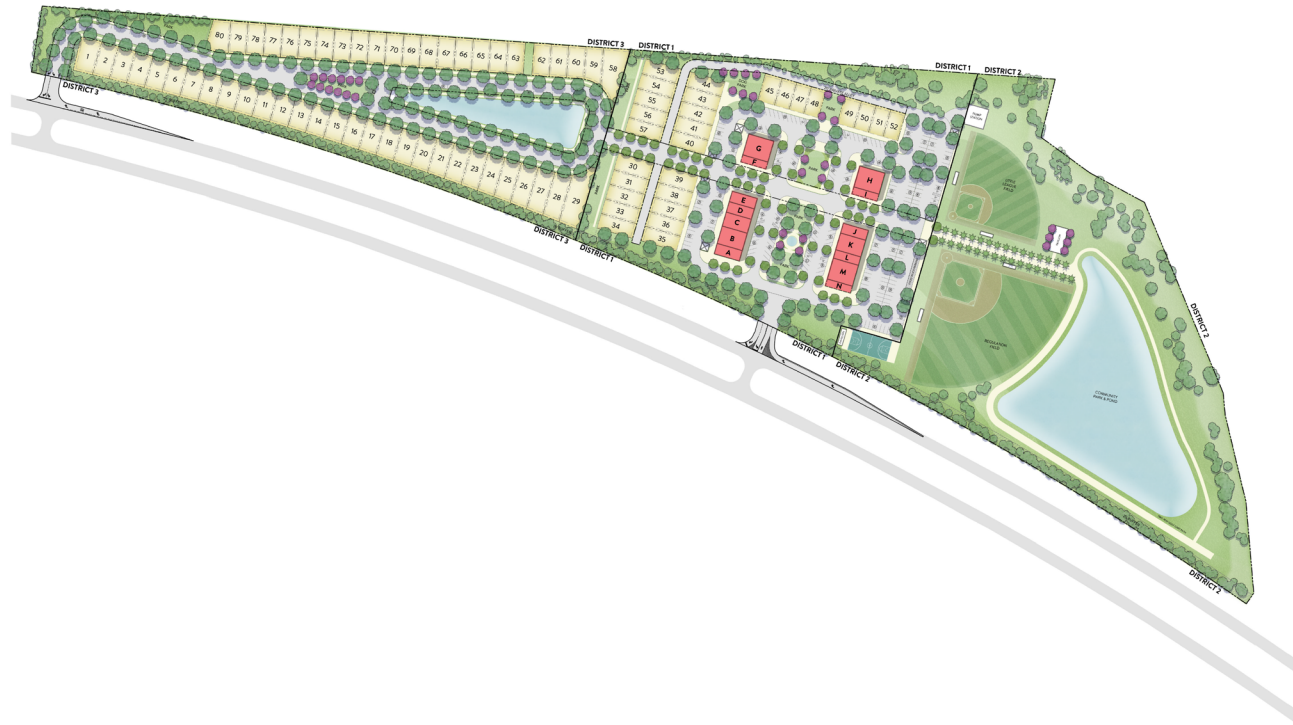
- The main mass of the house should be visible and obvious. Additional massing should appear secondary and still relate to the main mass.
- Proportions should strive to be vertical in nature. Individual elements of the house should be taller than they are wide.
- Large houses should be designed to avoid long facades; instead, the design should incorporate smaller elements to break down overall massing.
- Building shapes should provide interest and be compatible with neighboring structures. No one residence, structure or other improvement should stand apart in siting, design or construction as to detract from the overall appearance of Village Square.
- Porches are not considered part of the main body of the structure.
- Particular attention should be paid to the first floor elevation, as determined by the Federal flood regulations of the Town of Moncks Corner & FEMA.
- Front facing garages are required to be set a minimum of 1'-6" behind the front face of the main body of the structure.
- Garages may be incorporated within the structure or as an accessory structure. Side access garages are encouraged, exceptions based on site restrictions to be submitted for approval by ARB. Drive under style homes are encouraged to have recessed garages 6'-8' behind the front massing of the home. Additional information on Garage Design can be found on **page 31** of this document.



# HEIGHT, SCALE, & MASS: COMMERCIAL

## Phase 2: Commercial Building Height

Commercial buildings shall be a maximum height of 50 feet, per the Village Square Planned Development Zoning Standards.



\* Site Plan subject to change without notice.

## HEIGHT, SCALE, & MASS: COMMERCIAL & RECREATIONAL

### Proportion & Massing

Proportion and Massing are essential elements of good building design. The building should be carefully planned so that the final building form is appropriate for the specific home site.

Though proportion and massing will vary between different architectural styles, the following principles are recommended:

- The main mass of the structure should be visible and obvious. Additional massing should appear secondary and still relate to the main mass.
- Proportions should strive to be vertical in nature. Individual elements of the building should be taller than they are wide.
- Commercial buildings with long facades should incorporate smaller elements to break down overall massing.
- Building shapes should provide interest and be compatible with neighboring structures. No one building, structure or other improvement should stand apart in siting, design or construction as to detract from the overall appearance of Village Square.
- Structures should generally be one to three stories tall. Buildings shall be a maximum height of 50', per the Village Square Planned Development Zoning Standards.
- Particular attention should be paid to the first floor elevation, as determined by the Federal flood regulations of the Town of Moncks Corner & FEMA.

What does this mean /  
what is the purpose?



## SITE ANALYSIS

A thorough site analysis will be encouraged for each new home site. This process will yield an existing inventory of the trees, vegetation and natural characteristics, specific to each lot. Other factors to consider are topography, view corridors, solar angles, and prevailing wind patterns for ideal home orientation.

## SITE DESIGN

### Lot Siting

- A primary design goal for the Village Square Architect is to carefully observe the natural environment. It is important that the Architect:
- Analyze the physical environment of the specific home site, consider site orientation and climatic considerations for passive and active cooling systems, cross ventilation, etc.
- Consider views and other unique site features.
- Create designs that reflect sensitivity to adjacent neighbors in finish materials, scale, and form.
- Carefully compose the arrangement of elements on the site for efficiency and functionality.
- Minimize unsightly elements by appropriate placement or if necessary, utilize vegetative screening or fencing.

# SETBACKS

## Residential Setbacks:

Residential lots will follow the following guidelines for setbacks:

The Market Village: ←

Off-street parking concern w/ such small setbacks

- 5' Front Setback
- 3' Front Corner Setback
- 3' Side Setback
- 5' Rear Setback

The Cottage District:

- 5' Front Porch Setback
- 10' Front Home Mass Setback
- 3' Front Corner Setback
- 3' Side Setback ←
- 5' Rear Setback

Fire code?

## Commercial Setbacks

Commercial lots will follow the following guidelines for setbacks:

The Market Village:

- 5' Front Setback
- 5' Front Corner Setback
- 5' Side Setback
- 0' Side Attached Setback
- 10' Rear Setback







## ARCHITECTURAL ELEMENTS: COMMERCIAL & RECREATIONAL

### Materials & Colors

The fenestration must be compatible with the architectural style of the home. The colors for all exterior finishes should represent sensitivity to the precedent of the Lowcountry and should complement the natural environment.

- Colors which are soft, subtle and considered complementary of the natural environment are recommended. The use of overly bright and/or garish colors is expressly prohibited.
- Trim color should not contrast strongly with the exterior wall color.
- Color samples for new construction and re-staining of existing buildings shall be presented to the ARB in the form of color samples on-site for approval, and shall be submitted in advance of painting and staining.
- Village Square requires selecting paint colors from the Sherwin Williams “Colors of Historic Charleston” palette.
- Please see the **pg. 33** for table of minimum thickness of weather coverings.

### Window Construction

Windows should be selected and located to provide views, light, privacy, and natural ventilation.

### Window Materials

- Windows should be selected and located to provide views, light, privacy, and natural ventilation.
- Storefront window systems are required.
- Windows should comply with all local and national building codes at the time of their installation.
- Low E and thermal glazed or clear glass ONLY.
- Windows required on all sides and to be scaled and placed in a manner that compliments the architectural style.

### Dumpster Design

- Dumpsters shall not be placed in the right-of-way where they might block or impede the passage of vehicular or pedestrian traffic. Dumpster placement shall not impede vehicular parking.
- Dumpsters shall not be placed in a way that impedes or prevents access to any public or utility easement.
- Dumpsters shall be kept clear of all graffiti or other written or drawn material. Dumpsters shall also remain clear of any posters or flyers.
- Dumpsters shall be marked with reflective material approved by the South Carolina Department of Transportation.
- All dumpster enclosure designs must be approved by Village Square ARB.

Dumpsters shall be erected behind the front building line and appropriately screened

# ARCHITECTURAL ELEMENTS: COMMERCIAL & RECREATIONAL

## Exterior Walls

Building facades should be varied and articulated to provide visual interest to pedestrians. Building entries, primary windows and key decorative elements should face the street or the main side yard.

## Exterior Wall Materials

### Metal Panel:

- Contemporary design is encouraged. Take care to avoid systems that look too agricultural or industrial.

### Cement Fiberboard (smooth) Siding:

- Texture: smooth, beaded edge, board & batten.
- Scalloped edge.
- Finish: painted.

Integral to material not painted on

### Stucco:

- Stucco should be a maximum of 25% of the total materials used.
- Traditional or synthetic stucco is allowed.
- Epoxy and/or cementious control joints should relate to facade elements.
- Non-decorative CMU should be painted or covered with a stucco application.

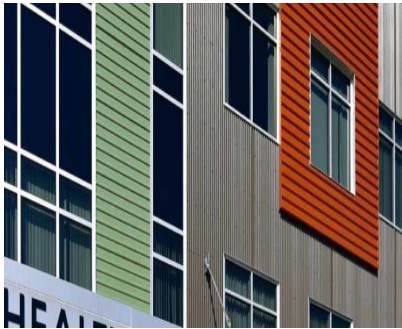
### Masonry:

- Stack bonds are strictly prohibited
- Soldier courses at story changes, use of water table, belt course and shaped brick are encouraged where appropriate.
- Oversized brick are prohibited; nothing greater than a queen size brick shall be permitted.
- Raked mortar joints, maximum 1/2" width.
- Finish: traditional southern colors in the brown and gray families.
- Brick samples must be approved by the ARB.

### Stone:

- Natural or synthetic stone is allowed.

Who defines southern colors



Metal Panel



Fiber Cement Board



Board & Batten



Brick

NO METAL SIDED  
BUILDINGS





Item 15.



## ARCHITECTURAL ELEMENTS: RESIDENTIAL

### Materials & Colors

The fenestration must be compatible with the architectural style of the home. The colors for all exterior finishes should represent sensitivity to the precedent of the Lowcountry and should complement the natural environment.

- Colors which are soft, subtle and considered complementary of the natural environment are required. The use of overly bright and/or garish colors is expressly prohibited.
- Trim color should not contrast strongly with the exterior wall color.
- Color samples for new construction and re-staining of existing buildings shall be presented to the ARB in the form of color samples on-site for approval, and shall be submitted in advance of painting and staining.
- Village Square requires selecting paint colors from the Sherwin Williams “Colors of Historic Charleston” palette.
- Please see the **pg. 33** for table of minimum thickness of weather coverings.

### Foundations

Slab-on-grade Foundations: Allowed where appropriate.

Foundation Masonry Piers: Minimum of 16”x16” and must support required finished floor elevation as specified by local, state and federal regulations.

- Foundation screens must be complimentary to the design of the house and subject to ARB approval. Horizontal and vertical louvers are encouraged, but premanufactured lattice is expressly prohibited.

Continuous Foundations: Where required by FEMA, hydrostatic vents will be installed to meet all local, state and federal building codes.

- Foundation vents should be complimentary to the house, aligning architecturally and are subject to ARB approval.
- Pierced brick patterns may be used where appropriate and subject to ARB approval.

#### FOUNDATION CONSTRUCTION:

- Infill panels between piers must be recessed a minimum of 2” from the outside face of the pier.

#### FOUNDATIONS - NOTES:

- Approved materials include: Brick, Smooth or Scored Stucco, and Tabby Stucco. All materials, colors and stains are subject to ARB approval prior to on-site installation and application.

# ARCHITECTURAL ELEMENTS: RESIDENTIAL

## Exterior Walls

Building facades should be varied and articulated to provide visual interest to pedestrians. Building entries, primary windows and key decorative elements should face the street or the main side yard.

### EXTERIOR WALL MATERIALS:

- Shake:
  - 5" to 8" exposure.
  - Staggered butt, even butt.
  - Finish: stained or painted.
  - Cedar or Fiber Cement Board.
- Lap Siding:
  - Exposure to be approved by ARB.
  - Horizontal siding, clapboard, rabbited, simple channel, shiplap joint, board & batten.
  - Finish: factory pre-finished, stained or painted, matte finish.
- Cement Fiberboard (smooth) Siding:
  - Texture: smooth, beaded edge, board & batten, scalloped edge. Painted finish. ← Integral to material not painted

- Masonry:
  - Stack bonds are strictly prohibited.
  - Soldier courses at story changes, use of water table, belt course and shaped brick are encouraged where appropriate.
  - Oversized brick are prohibited; nothing greater than a queen size brick shall be permitted.
  - Raked mortar joints, maximum 1/2" width.
  - Finish: traditional southern colors in the brown and gray families.
  - Brick samples must be approved by the ARB.
- Stone:
  - Natural or synthetic stone is allowed.
- Stucco:
  - Traditional or synthetic stucco is allowed.
  - Epoxy and/or cementious control joints should relate to facade elements.
  - Non-decorative CMU should be painted or covered with a stucco application.



Shake Siding



Lap Siding



Board & Batten



Brick

## ARCHITECTURAL ELEMENTS: RESIDENTIAL

### Accessory Buildings

- An accessory building is defined as a structure detached from the main house, such as a garage, guest house, pool house, studio, conservatory or workshop.
- Accessory buildings are allowed, and subject to the same design standards and review as primary structures.
- Accessory buildings must be submitted to the ARB for review.



How could you have less than one vehicle in a garage

### Garages: Single Family Detached Homes

- Every house may have a garage, but for not less than one (1) vehicle. Front facing garages are required to be set a minimum of 1'-6" behind the front face of the main body of the structure.
- Garage doors are to be metal, wood, or fiberglass. Garage door details and materials must be submitted to the ARB for review.
- Garages should have a minimum depth of 25' from the back of the sidewalk. Sidewalks are not to be blocked by vehicles at any time.
- Garages may have ornamental metal brackets.
- Garages may have a top row of windows to help with natural illumination of the interior.

Shall have a top row of windows





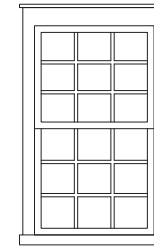
## ARCHITECTURAL ELEMENTS: RESIDENTIAL

### Windows

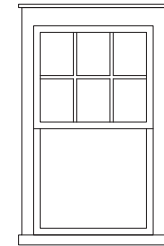
Windows should be selected and located to provide views, light, privacy and natural ventilation.

#### WINDOW MATERIALS:

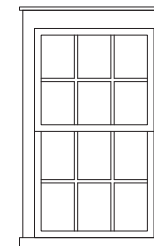
- Low E and thermal glazed or clear glass ONLY.
- Windows must comply with all local and national building codes at the time of their installation.
- Insulated, true divided light or simulated divided light; no interior removable muntins.
- Windows may be wood, aluminum or vinyl if a wood trim and sill are utilized.
- Window light patterns should be in keeping with the architectural style of the home. Recommended divided light sashes: 9:9, 6:6, 6:1, 4:4, 4:2, 2:2, 2:1, 3:1
- Decorative glass for windows is discouraged; however, traditional leaded glass windows are allowed subject to ARB approval.
- The ARB reserves the right to require window samples to be submitted for review.
- Flange windows are discouraged, but may be used if the trim is applied to represent a projecting sill and apron.
- Windows required on all sides and must be scaled and placed in a manner that compliments the architectural style.
- Window protection system shall be reviewed by ARB and shall not detract from the architectural integrity of the house.



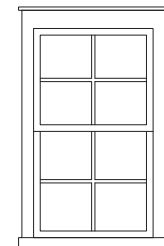
9:9



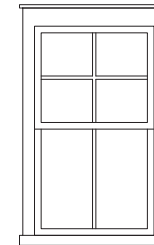
6:1



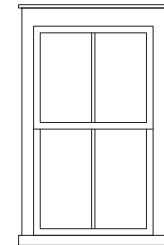
6:6



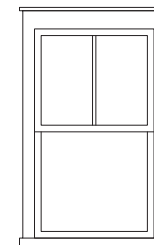
4:4



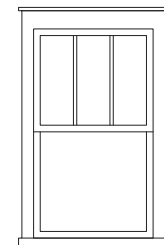
4:2



2:2



2:1



3:1

Windows Examples

## ARCHITECTURAL ELEMENTS: RESIDENTIAL

### Additional Architectural Regulations

- Television, radio antennas, and satellite dishes are not permitted on front and side roofs and should be installed on rear roofs. Locations must be approved by the Village Square ARB prior to installation.
- HVAC platforms will be screened appropriately in a style matching the architecture at the ARB's discretion.
- All vents, mini-split units, tank-less water heaters, etc. are not allowed along the front elevation unless otherwise approved by the ARB.
- Flood lights are only permitted along the side and rear elevations.
- Vinyl siding is disallowed as a siding material.

### Minimum Thickness of Weather Coverings

Minimum Thickness (Inches)	Covering Type
0.25	Adhered masonry veneer
0.019	Aluminum siding
	Anchored masonry veneer
2	Stone (natural)
2.5	Architectural cast stone
2	Other
0.0216 nominal	Cold-rolled copper
0.0162 nominal	Copper shingles
0.313	Exterior plywood (with sheathing)
See Section 2304.6	Exterior plywood (without sheathing)
0.25	Fiber cement lap siding
0.25	Fiber cement panel siding
0.5	Fiberboard siding
0.375	Glass-fiber reinforced concrete panels
0.25	Hardboard siding
0.0162 nominal	High-yield copper
0.0216 nominal	Lead-coated copper
0.0162 nominal	Lead-coated high-yield copper
1	Marble slabs
See Section 2304.6	Particleboard (with sheathing)
See Section 2304.6	Particleboard (without sheathing)
0.125 nominal	Porcelain tile
0.0149	Steel (approved corrosion resistant)
0.344	Structural glass
	Stucco or exterior cement plaster
	Three-coat work over:
0.875	Metal plaster base
0.625	Unit Masonry
0.625	Cast-in-place or precast concrete
	Two-coat work over:
0.5	Unit masonry
0.375	Cast-in-place or precast concrete
1	Terra cotta (anchored)
0.25	Terra cotta (adhered)
0.375	Wood Shingles

Table 1404.2







Item 15.



## LANDSCAPE ELEMENTS

### General Landscape Requirements

Village Square has been planned to maximize the use of natural elements. Various hardwoods and pine trees are plentiful within the community, and it is the ARB's intent to maintain this landscape integrity. Landscape design should always complement and account for the architecture and location of the residence.

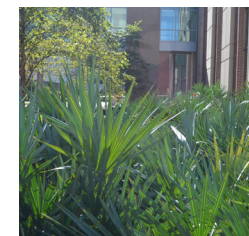
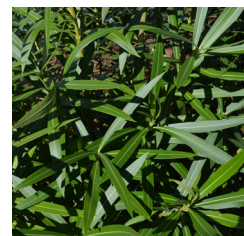
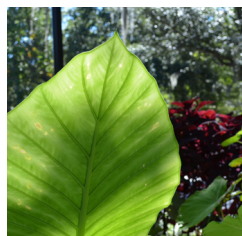
A fundamental design criterion is the need for gardens and lawns to harmonize with the native vegetation, terrain and natural beauty of the community. A landscape plan must be submitted to the ARB with the following implemented:

### Objectives - Planting Approach

- Frame and enhance views
- Create outdoor living spaces
- Accentuate architecture & integrate building within site
- Screen utility areas
- Soften the foundation of the building
- Buffer driveways & parking areas along property lines
- Protect areas disturbed during construction from erosion
- Protect all existing natural areas

### Additional Information

Regardless of approval pertaining to any and all Architecture or Landscape Documents by the ARB, the Developer holds the right to revoke or deny approval of any individual elements, drawings, or sets in their entirety at any time throughout the submittal process as they see fit to maintain the integrity of the design principals and aesthetics of Village Square.



# LANDSCAPE ELEMENTS

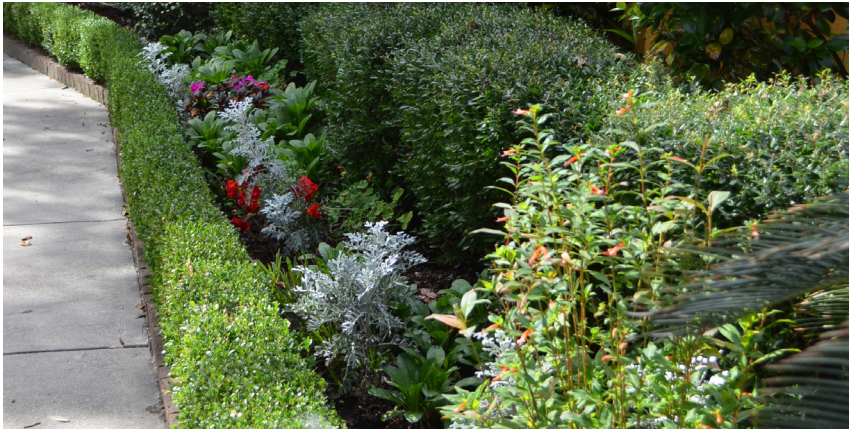
## VEGETATION

### Site Clearing, Grading, & Drainage

- The Contractor shall be responsible for providing positive drainage at two percent (2%) minimum in all planted areas where possible.
- It is strongly advised to utilize any existing natural vegetation on site. Removal of existing material 3 inches in caliber or 5 feet tall requires approval from the ARB. Clearing small, invasive, or unsightly vegetation and enhancing the understory is encouraged.
- Tree removal should be in conformance with **Article III, Chapter 16** of the Town of Moncks Corner Code of Ordinances.

### Shrubs & Groundcovers

- Seasonal color and groundcovers are to be planted in sufficient quantity so that no exposed areas of pine straw or mulch are greater than 20 sf once the plants have reached average maturity in the front yard and 1/4 of the side yard. In the interim, no areas of open pine straw greater than 100 SF will be permitted w/out ARB approval. Irregular pine straw beds are encouraged around existing trees in the side and rear yards. All mulch materials must be in natural colors.



Layered Massing

### Hedges

- Hedges need not be formal, clipped vertical planes requiring constant shearing and clipping but can be massed as a dense thicket.
- Buffer edges planted at the front build-to line and extending along the side property lines to the rear property line are encouraged but not required. Evergreen plants are recommended for such screening.
- When deciduous plant material is used along property lines, consideration should be given to the plants' flowering characteristics and structural appearance in the winter.
- The Landscape Design should transition from groundcovers and progress to larger shrubs closer to the house, mixing textures and colors.

### Lawns

- Adjoining lawns should be viewed as large, flowing open spaces.
- A uniform turf grass of St. Augustine, Centipede or Empire Zoysia shall be approved. Other high-quality turf grass varieties may be considered by the ARB for special circumstances on a case-by-case basis.

SFD is required to have plantings per ZO

## LANDSCAPE ELEMENTS

### Plant Selection

Refer to the recommended plant list.

- Selected plant palette should carefully mix textures and colors.
- The plant palette should complement native species and be compatible with existing environmental and ecological conditions.
- Hardiness, drought tolerance and non-invasive characteristics should be considered.
- Deer resistant plants and shrubs are recommended.
- Plants for screening should be of sufficient and appropriate size and spacing to ensure an adequate buffer within a short period of time.
- Foundation plantings should screen any crawlspaces under houses and decks seen from the street.

### Cutting / Vegetable Gardens

- Cutting / Vegetable Gardens are permitted as long as they are located in rear yards. Proposed size and location must be submitted and are subject to ARB approval.
- In the interest of preventing nuisance pests from becoming a problem, simple, attractive, well maintained post and wire garden fencing is strongly encouraged.
- No garden may be located within 10 feet of side property lines or within 20 feet of rear property lines and shall be screened from the street.



Sabal Palmetto



Southern Magnolia



Lobed Leaf Oak



River Birch Bark

# LANDSCAPE ELEMENTS

## VEGETATION

### Tree Planting

- All proposed trees to be planted in grass areas and all existing trees located in grass areas shall be mulched at the base with a minimum 4'-0" diameter circle of pine straw or shredded hardwood mulch.
- The addition of small flowering trees grouped in clusters should be considered in the Landscape Plan to enhance a potentially sparse understory.
- All trees shall be properly guyed and staked. Guy wires shall be encased in hose to prevent direct contact with the bark of the tree and shall be placed around the trunk in a single loop. Cloth strapping may also be used.
- All mulch must be in natural colors only.

### Irrigation

- Irrigation and properly maintaining plants is a requirement. Irrigation plans must be submitted with the landscape plans. Hoses and sprinklers to be used for interim period only to establish lawn and plantings or repair damaged areas. Irrigation in commercial areas is required.
- Rainwater collection and drip irrigation are encouraged. Barrels, etc. to be screened.
- Shallow wells will be considered pending approval from ARB and Developer.

### Tree Removal

- Tree preservation is strongly encouraged. Tree removal is allowed for necessary lot clearing and grading for the proposed house footprint. Vista enhancement will also be taken into consideration. A tree removal plan shall be submitted to the ARB. Removals cannot commence without ARB and Town of Moncks Corner approval.
- The cutting of forest canopy above 8" caliper is prohibited, except for removal of dead branches, sub-standard sized saplings and straggly material for maintenance.
- Tree protective barricades shall be placed around all trees in or near development areas.
- All cutting is subject to regulations found in **Article III, Chapter 16** of the Town of Moncks Corner Code of Ordinances.
- Tree removal shall require mitigation in forms of replacement or through the tree fund as described in **Article III, Chapter 16** of the Town of Moncks Corner Code of Ordinances.

## MINIMUM PLANTING REQUIREMENTS

### Minimum Planting Requirements

- The Minimum Planting Requirements follow the most recent Town of Moncks Corner Zoning Ordinance.

### Residential Design Requirements

- The natural landscape character shall be preserved in every reasonable instance. Existing trees shall be incorporated into the landscaping plan where feasible.
- Materials shall be planted at regular intervals along the front and both sides of new residential units. Other natural or newly planted landscaping material shall be planted in various areas of the property to create a visual aesthetic.
- At least one canopy tree shall be planted or preserved in the front yard of a residential lot, with a maximum distance of 50 feet between trees.



# LANDSCAPE ELEMENTS

## Recommended Plant Palette

The plant palette for all properties should strive to support and enhance the existing natural vegetation on the site while taking into account the adjacent properties planting schemes. The use of native plantings is encouraged along with non-native planting that is appropriate to the area. Invasive plantings are prohibited. Please refer to the recommended plant list. Additional plantings (not shown on the recommended plant list) can be suggested to the ARB and should be clearly indicated on all submitted planting plans and plant lists for review and approval.



Climbing Fig on Stairs



Adagio Maiden Grass



Liriope

## LANDSCAPE ELEMENTS

### Driveway

Driveways and walkways are an extension of the home. Both should be purposefully designed to remain in unison with the architectural style and materials of the home.

### Guidelines

- Driveways should be located to avoid entering tree root zones (under canopy drip lines).
- Driveways and walkways should be curved where practical between existing trees to avoid unnecessary cutting.
- Driveways must be a maximum of 10' wide at the street and apron (unless a strip driveway is approved by the ARB) and should meet the street with a 10'-0" radius at the corners. The driveway should not surpass the width of the house with concrete.
- Driveways should be a minimum of 20' deep from the back of the sidewalk.
- Semi-circular driveways and motor courts will be considered on an individual basis and shall only be allowed with ARB/ Town of Moncks Corner approval (per pertinent use type). Motor courts and semi-circular driveways may be allowed if they reduce hardscape and encourage the promotion of increased open space and decreased impervious surfaces.
- Strip Driveways will be allowed with maintenance assurance. Strip driveways should have a minimum of 3' of width for tire tracks, and 3' of width for a planter or paver strip.

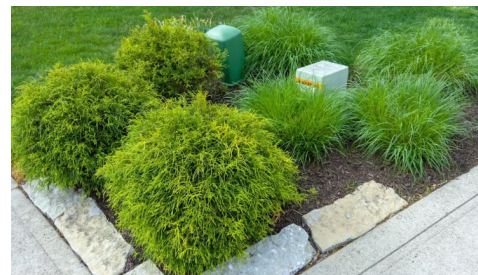
### HVAC Equipment

- No air conditioning or heating apparatus shall be installed on the ground in front of or attached to any front wall of any residence on any Lot.

### Fencing / Site Walls

Fences and walls can offer visual permeability while also contributing to a street front community, establishing territory, and providing privacy in a side or rear yard. All fence and site walls must be functional (i.e. to create privacy, enclose a service area or HVAC unit, etc.). For further information, please reference the Village Square Declaration of Covenants, Conditions, Easements, and Restrictions.

- Fences and walls should never enclose an entire yard.
- Chain link and vinyl fences are expressly prohibited.
- Fences should be 36-48" for front / side / and rear yard picket fencing, and 72-84" for side and rear yard privacy fencing.



## LANDSCAPE ELEMENTS

### Play Equipment / Pet Enclosures

Elements of a planned park or playground, swing sets and similar outdoor play areas, structures and equipment should be located where they will have minimal impact on adjacent Lots and where they will best be screened from general public view. The types of materials allowed are subject to the approval of the ARB.

### Pools / Therapy Pools / Spas

- The size, shape and setting of pools must be carefully designed to achieve a feeling of compatibility with the surrounding natural and manmade environment. Pool designs will be accepted on a case-by-case basis. The location of swimming pools, therapy pools and spas should consider the following:
  1. Indoor / outdoor relationships
  2. Setbacks
  3. Views both to and from the pool area
  4. Wind
  5. Sun angles
  6. Terrain (grading and excavation)
  7. Fencing and privacy screening
  8. Building materials
- Pool and pool equipment enclosures must be architecturally related to the residence and to other structures within their visual field.
- Any pool-related area is considered disturbed area and cannot occur within setbacks, buffers, or easements.
- Above grade pools (not built into a structure/deck) and inflatable bubble covers are prohibited.
- Pool slides are prohibited unless they are low in vertical profile and approved by the ARB in writing.

## LANDSCAPE ELEMENTS

### Additional Landscape Regulations

- Every home must have an enclosed service area suitable for garbage, recycling etc. that must be screened from view by methods and with materials approved by the ARB if stored outside.
- All transformers/generators, if located on side of house, must be screened from view by methods and with materials approved by the ARB. Builders must consult with applicable service or utility providers prior to planning near or around the transformers.
- No accessory vehicular, mobile home, boat, trailer, tent, barn or other similar out-building, or structure shall be placed on any lot at any time.
- Equestrian facilities are not allowed.
- Any vehicles or equipment that cannot be stored in a garage structure or discretely screened are required to be stored off-site at the Owner's expense.
- CATV coaxial cables may not run on exposed exterior surfaces.
- Clotheslines are prohibited.

PLANT LIST

RECOMMENDED PLANT PALETTE

← Require to use not recommend

Large Deciduous Trees (Native)

CARYA species	Hickory
CARYA illinoensis	Pecan
FAGUS grandifolia	American Beech
FRAXINUS americana	White Ash
LIRIODENDRON tulipifera	Tulip Poplar
MAGNOLIA acuminata var. subcordata	Cucumber tree
NYSSA sylvatica	Black Tupelo
QUERCUS falcata	Southern Red Oak
QUERCUS michauxii	Swamp Chestnut Oak
QUERCUS shumardii	Shumard Oak

Large Evergreen Trees (Native)

x CUPRESSOCYPARIS leylandii	Leyland Cypress
GORDONIA lasianthus	Loblolly Bay
ILEX opaca	American Holly
JUNIPERUS virginiana	Eastern Red Cedar
MAGNOLIA grandiflora	Southern Magnolia
MAGNOLIA virginiana	Sweetbay Magnolia
PINUS palustris	Long-Leaf Pine
PINUS glabra	Spruce Pine
PRUNUS caroliniana	Carolina Cherry Laurel
QUERCUS virginiana	Live Oak
SABAL palmetto	Cabbage Palm

### Small Ornamental, Flowering, & Fruiting Trees (Native)

AMELANCHIER arborea	Downy Serviceberry
CARPINUS caroliniana	American Hornbeam
CRATAEGUS marshalii	Parsley Hawthorn
CRATAEGUS species	Hawthorns
DIOSPYROS virginiana	Easter Persimmon
HALESIA diptera	Yellow SnowDrop
HAMAMELIS virginiana	Witchhazel
ILEX vomitoria	Yaupon Holly
RHUS copallina	Winged Sumac
SASSAFRAS albidum	Sassafras

### Small Ornamental, Flowering, & Fruiting Trees (Non-Native)

ACER palmatum	Japanese Maple
CORNUS kousa	Japanese or Korean Dogwood
LAGERSTROEMIA indica	Crape Myrtle
MAGNOLIA soulangeana	Saucer Magnolia
MAGNOLIA stellata	Star Magnolia
STEWARTIA pseudocamellia	Japanese Stewartia
STYRAX species	Snowbell



## PLANT LIST

## RECOMMENDED PLANT PALETTE (CONTINUED)

## Deciduous, Flowering, &amp; Fruiting Shrubs (Native)

AESCULUS parvifolia	Bottlebrush Buckeye
ALNUS serrulata	Smooth Alder
ARONIA arbutifolia	Red Chokeberry
BACCHARIS halimifolia	Groundsel Tree
CALLICARPA Americana	American Beautyberry
CALYCANTHUS floridus	Carolina Allspice
HYDRANGEA quercifolia	Oak-leaf Hydrangea
AMOPHA fruticosa	False Indigo
ILEX species	Hollies
ITEA virginica	Virginia Sweet Spire
VIBURNUM species	Viburnums
SAMBUCUS Canadensis	American Elder
RHUS species	Sumacs
STYRAX Americana	American Snowbell

## Deciduous, Flowering, &amp; Fruiting Shrubs (Non-Native)

BUDDLEIA davidii	Butterfly Bush
CHAENOMELES speciosa	Flowering Quince
COTONEASTER species	Cotoneaster
FORSYTHIA x intermedia	Yellow Bells
PHILADELPHUS coronaries	Sweet Mock Orange
VIBURNUM species	Viburnums
FOTHERGILLA species	Fothergilla



Evergreen Shrubs (Native)

ILEX species	Hollies
LEUCOTHOE populifolia	Florida Leucothoe
MYRICA cerifera	Wax Myrtle
OSMANTHUS Americana	American Tea Olive

Evergreen Shrubs (Non-Native)

BUXUS species	Boxwoods
CAMELLIA japonica	Japanese Camellia
CAMELLIA sasanqua	Sasanqua Camellia
CHAMAEROPS humilis	Mediterranean Fan Palm
ILEX species	Chinese and Japanese Hollies
LIGUSTRUM japonicum	Japanese privet
MAHONIA species	Mahonia
NERIUM oleander	Oleander
OSMANTHUS species	Osmanthus
SARCOCOCCA ruscifolia	Sweet Box
SKIMMIA species	Skimmia
YUCCA gloriosa	Mound Lily

## PLANT LIST

### RECOMMENDED PLANT PALETTE (CONTINUED)

#### Groundcovers (Native)

AJUGA reptans	Bugleweed
GELSEMIUM sempervirens	Yellow Jessamine
JUNIPERUS species	Junipers
LIRIOPE species	Lilyturf
OPHIOPOGON japonicus	Mondo-Grass
SERENOA repens	Saw Palmetto
TRACHELOSPERMUM asiaticum	Asian Jasmine
VINCA minor	Common Periwinkle
VINCA major	Bigleaf Periwinkle

## RECOMMENDED REFERENCE LIST

### BOOKS AND JOURNALS

- 1) Calloway, Stephen, Alan Powers, & Elizabeth Cromley. "The Elements of Style: An Encyclopedia of Domestic Architectural Detail" - Most Recent Edition.
- 2) Cusato, Marianne & Ben Pentreath. "Get Your House Right: Architectural Elements to Use & Avoid". 2011.
- 3) McAlester, Virginia & Lee McAlester. "A Field Guide to American Houses".

### ELECTRONIC RESOURCES

- 1) *Horiculture Website*. <http://www.monrovia.com>



# DESIGN REVIEW PROCESS

## ARCHITECTURAL REVIEW BOARD (ARB)

The ARB exists to review all new construction, renovations, remodeling, alterations and additions at Village Square. The ARB has been established by the Developer of Village Square for the purpose of guiding and enhancing all development within Village Square. These measures are implemented as a means of protection of home values for all homeowners.

Review and approval by the ARB is the first step in the necessary approvals for any new building, renovation, remodel, or alteration. Documents approved by the ARB must be used in following all the normal procedures administered by Town of Moncks Corner for obtaining building permits.

All Commercial projects must also be submitted to the Town of Moncks Corner for approval.

## DESIGN REVIEW ADMINISTRATOR (DRA)

### Limitations of Responsibilities

The primary goal of the DRA is to review the application, plans, specifications, materials, and samples submitted to determine if the proposed development conforms in appearance and construction criteria with the standards and the policy as set forth by the Guidelines. The DRA, ARB, and Developer does not assume responsibility for the following:

- The structural adequacy, capacity or safety features of the proposed improvement of structure or satisfaction of flood elevation/flood design.
- Soil erosion, soil conditions or site/drainage elevations.
- Compliance with any or all building codes, safety requirements, governmental laws, regulations and ordinances.
- Performance or quality of work of any contractor.

## Functions of the Administrator

The DRA will evaluate the site plans, architectural plans and landscape plans for Village Square based on adherence to the design criteria and performance and quality set forth in these Guidelines. The DRA may also evaluate designs based upon criteria that the DRA deems important to the community. If conflicts arise in meeting these standards, the DRA will review. A has the right to grant variances from the Guidelines.

Applicants will be responsible for any fees related to filing variances with local governmental or other reviewing agencies.

The DRA may monitor the construction process in order to ensure conformance with the approved documents and the standards set forth in the Guidelines. It is, however, the responsibility of the Owner, assisted by his/her Architect and Builder to ensure that what is actually built is consistent with plans approved by the DRA.

The DRA will review all plans. Unapproved or incomplete submissions shall be returned to the Owner for revision and may be resubmitted for review. The response of the DRA will be given as expeditiously as possible, normally within 15 calendar days after all required plans, specifications or other documents referred to in the Guidelines have been submitted to the DRA. One copy of all documentation submitted to the DRA shall be retained for permanent record, and the other copy, bearing the approval of the DRA, will be returned to the Applicant. The approved documents will in no way relieve the builder of his responsibility and liability for adherence to all applicable ordinances and building codes.

## QUALIFIED DESIGN PROFESSIONALS

To ensure that Village Square maintains a high quality of architectural designs, all plans for the constructions of dwellings and other buildings or significant structures at Village Square must be designed, drawn, and certified by a South Carolina Registered Architect who has significant experience in residential design and construction. ←

How do we enforce this?

All landscape plans for the New Landscape and sitework of dwellings, other buildings or significant structures must be designed, drawn and certified by an experienced South Carolina Registered Landscape Architect. Small renovations and additions will not require stamped drawings, however, must be submitted for review.

## DESIGN REVIEW PROCESS

### General Requirements

There shall be an emphasis on:

- Thoughtful site planning that respects and preserves the natural settings.
- Architecture and Landscape Architecture that fit well with their natural and built surroundings.
- The use of traditional Lowcountry building design concepts and details.
- Only professionals qualified in the fields of architecture, landscape architecture, engineering, surveying, and construction shall be used.

### Application Format

Application forms and submittal checklists will be available from the DRA. An application fee will be assessed. Please refer to **Reference Section** for all Application Forms.

# DESIGN REVIEW PROCESS

## Design Review Procedure

Written permission by the DRA is required prior to undertaking any site improvements, construction, or installation including site clearing or grading.

Submissions to the DRA may be disapproved upon grounds consistent with the objectives of the Design Guidelines, including purely aesthetic considerations.

The following sequence has been established to provide a systematic review process of all proposed designs, plans and construction. These steps represent the necessary procedures in the review process of all proposed designs, plans and construction.

1. Pre-Design & Site Analysis Conference
2. Preliminary Design Submittal
3. Final Design Submittal
4. Stake-out & Tree Barrier Inspection
5. Certificate of Compliance – Final Review

THE FOLLOWING IS AN OUTLINE OF EACH PHASE OF THE DESIGN REVIEW PROCESS AND THE SUBMITTAL REQUIREMENTS FOR EACH PHASE:

### 1. PRE-DESIGN & SITE ANALYSIS CONFERENCE

A Pre-Design Conference is recommended. It is recommended that the Conference is scheduled prior to commencing extensive site design. The Pre-Design & Site Analysis Conference precedes extensive plan development and is intended to avoid costly redesign and delays during the design and submittal stages by establishing a common ground for the development of the site.

- This item is waived for the Developer and their subsidiary companies.

A Pre-Design Conference can be set up by appointment. The property owner and/or his Architect and Landscape Architect are welcome to meet with the DRA to discuss general design objectives, the characteristics of the particular site and the submittal requirements for ARB review.

To facilitate a productive meeting, the Owner is encouraged to bring the following information:

- **Tree and Topographical Survey**
- **Conceptual Site Plan** showing the following:
  - Anticipated number and location of buildings to be developed on the site.
  - Approximate square footage, orientation, height, and foot-print size of the building(s).
  - Trees to be removed.
  - Relationship of the site to setbacks, buffers, easements and adjoining wetlands & existing homes.
  - Conceptual layout for parking, driveways, porches, terraces, decks, swimming pools, walls and fences.
  - A general concept addressing methods of handling site drainage.
- **Architectural Review Fee:** Fee includes review of architecture, landscape architecture (Refer to Schedule of Fees).

Additionally, design professionals are required to visit Village Square, if possible, for an on-site tour prior to beginning preliminary design plans. The design team can then creatively design the residence in a manner compatible with the overall goals of Village Square. Visiting the site and observing the other homes in Village Square will provide valuable information relative to the site, site placement, existing site parameters, trees of significance and the design process.

## 2. PRELIMINARY DESIGN SUBMITTAL

The Preliminary Design Submittal is required. A complete Preliminary Design Submittal will include appropriate forms and two complete sets of the following:

- **Architectural Review Fee** includes review of architecture, landscape architecture (Refer to Schedule of Fees).
- **Survey** at a minimum scale of 1"=20'-0" showing boundaries, trees and topography and indicating property boundaries, easements, existing site features, adjacent property development and topography at a one (1) foot contour interval. Show adjacent wetlands if applicable.
- **Tree Survey** at a minimum scale of 1"=10'-0" showing all trees eight inches (8") and above in caliper for all areas proposed for disturbance.

- **Site Plan** at a minimum scale 1" = 10'-0" showing the following:

- Site Location Map.
- Preliminary Tree Removal and Protection Plan.
- Building(s), driveways, walkways and parking locations (overall dimensions, setback lines, square footage).
- Landscape features such as terraces, decks, swimming pools, walls, fences, walks, and service yards.

- **Conceptual Landscape Plan** at a minimum scale of 1" = 10'-0" showing the following:

- Areas to be grassed, plant bed lines, shrub massing and proposed trees.

- **Preliminary Plans** at a minimum scale of 1/8" = 1'-0" showing the following:

- Floor Plans.
- Sections (Wall sections and Lateral/Transverse Sections).
- Two Primary Elevations indicating proposed.

## DESIGN REVIEW PROCESS

### 3. FINAL DESIGN SUBMITTAL

The Final Design Submittal is required. A complete Final Design Submittal will include appropriate forms and two complete sets of the following:

- **Architectural Review Fee** includes review of architecture, landscape architecture (Refer to Schedule of Fees).
- **Site Plan** at a minimum scale of 1" = 10'-0" showing the following:
  - Property lines.
  - Building footprints(s).
  - Existing contours.
  - All easements, right of ways, and setbacks.
- **Utility Plan\*** at a minimum scale of 1" = 10'-0" showing the following:
  - Site drainage, catch basins, easements, etc.
  - Sanitary sewer lines.
  - Water lines and meter locations.
  - Electric, telephone, cable, gas lines including meter locations, exterior lighting plan.
  - Location of A/C units and service areas.
- **Grading and Drainage Plan\*** at a minimum scale of 1" = 10'-0" showing the following:
  - Existing and Proposed Contours, Spot Grades.
  - Finished Floor Elevations and Drainage Patterns.
- **Conceptual Landscape Plan** at a minimum scale of 1" = 10'-0" showing the following:
  - Landscape Plan showing II new planting and existing vegetation to be saved.
  - Quantities and Sizes of plant materials (noted).
  - Irrigation Plans will be submitted as part of the landscape plans and specifications. Irrigation Plans may consist of an outline of areas to be irrigated and a specification for coverage and shall indicate which areas are irrigated by sprinkler heads and which are irrigated by drip lines.
- **Building Plans** at a minimum scale of 1/4" = 1'-0" & Construction Details at a minimum scale of 1" = 1'-0".
- **Final Plans** for all proposed structures showing the following:
  - Floor Plans at a minimum scale of 1/8" = 1'-0".
  - Wall Sections at a minimum scale of 1/4" = 1'-0".
  - Longitudinal & Transverse Sections at a minimum scale of 1/4" = 1'-0".

- All Elevations at a minimum scale of 1/8" = 1'-0".

- Details at a minimum scale of 1" = 1'-0".

- **Materials and Color Sample Mock-up ON-SITE:** the Owner shall provide Cut Sheets of roof, siding, trim and windows.
- **Specifications** outlining all divisions of work including site work, landscape, architectural, mechanical, and electrical systems.
- **Schedule** to show time frame of construction. If after Final Design approval by the DRA, final construction plans change during the permitting phase, the Owner will submit a set of the revised permitted construction documents to the DRA for approval.

\*This information may be included on the Site Plan in lieu of a separate Utility Plan and Grading and Drainage Plan if the information is presented clearly and legibly.

#### 4. STAKE-OUT INSPECTION

The DRA will require the Owner/Contractor to stake the location of the house, decks and other proposed Improvements. The staking shall consist of stakes driven at each major corner of the Improvement, connected with string or colored tape to clearly indicate the Improvement location. Prior to the start of construction, the contractor's final stakeout must be approved by the DRA.

The DRA will require the Owner/Contractor to stake the location of the house, decks and other proposed Improvements. The staking shall consist of stakes driven at each major corner of the Improvement, connected with string or colored tape to clearly indicate the Improvement location. Prior to the start of construction, the contractor's final stakeout must be approved by the DRA.

#### 5. MINOR CHANGES DURING CONSTRUCTION

The DRA can approve minor changes in the field during construction that do not significantly alter the exterior elevations. The Construction Change Application (available from the DRA) shall be completed by the Owner's representative and approved by the DRA for more significant changes. The DRA will determine distinction between minor and major changes. Major changes require submittal to the DRA for review and approval.

# DESIGN REVIEW PROCESS

## 6. CERTIFICATE OF COMPLIANCE- FINAL REVIEW

**Architectural Review Fee:** Fee includes final review of architecture, landscape architecture (Refer to Schedule of Fees).

A written Certificate of Compliance is the Final Review for development at Village Square. This certificate is issued to an Owner at the completion of construction as assurance by the DRA that all of the requirements of the protective covenants have been satisfied and that the buildings have been built in accordance with the plans approved by the DRA. The Owner must submit his request in writing to the DRA for review at least two (2) weeks prior to substantial completion of the project. The building will not be occupied until a Certificate of Compliance has been issued by the DRA.

Nothing in this review process or this manual removes the Owner or his design consultants from the responsibility to comply with all local, state, and federal regulations that apply to the development of the site and the construction of the buildings. Neither the DRA nor any agent thereof will be responsible to review any plans or specifications submitted for compliance with applicable codes.

Any variations or discrepancies found during the Final Review will be listed in a report by the DRA and provided to the Owner, Architect & Builder. Where corrective action is required, a date will be provided by which time the correction must be completed. Failure to request a Final Review or to correct noted discrepancies may result in forfeiture of the Construction Escrow Deposit.

## 7. FUTURE IMPROVEMENT REVIEW

It is anticipated that Owners may wish to make improvements or modifications to the exterior of their home or property at some future date. No modifications of existing exterior improvements may be undertaken on any property without prior review and written approval of the DRA.

A request for review of proposed improvements or modifications to the DRA must contain:

- a) Letter of intent with description and purpose of improvements.
- b) Site plan of proposed location of improvements.
- c) Building plans and elevations as applicable.
- d) Materials and color sample boards.

## 8. GENERAL GUIDELINES

The DRA is required to yield a timely response to all submittals within seven (14) working days. If the DRA does not respond within such time, the application is considered denied.

Final design approval shall be active for six (6) months from date of notification letter. Home construction is expected to begin within this period; failure to comply will result in resubmittal and loss of current retainer.

Any items not specifically addressed in this document will be referred to the Declaration of Covenants, Conditions, Easements and Restrictions for Village Square.


# CONSTRUCTION GUIDELINES

## General Requirements

In the interest of maintaining safety as well as an appealing image for residents and visitors, the construction process must be regulated. After receiving DRA Final Approval and obtaining all the necessary permits, the Owner's selected Contractor must submit a Construction Application Form and Construction Escrow Deposit before delivery of materials and start of construction. The Contractor's Construction Escrow Deposit is required for any necessary site maintenance, to ensure compliance with the approved plans and to correct any damage to streets, road shoulders and common areas.

Approved plans will be valid for nine (9) months, including all building improvements and landscaping. Absent extenuating circumstances, all construction should be completed within twelve (12) months of the actual initiation of construction. Contact the DRA for authorization prior to commencing work. The Owner's Contractor shall meet all requirements of the Village Square Construction Regulations. Approved landscaping must be in place before occupancy or completion of construction of the building.

Our building plan approvals will expire before then



## Construction Escrow Deposit Fee

**Construction Escrow Deposit Fee: Refer to Schedule of Fees.**

The Construction Escrow Deposit Fee shall be determined by the ARB as of the date the Final Plans are submitted. The Deposit is payable by check to the Village Square ARB. The fee shall be paid by the Contractor. In the event that the Contractor fails to do so, the Owner will be responsible for the fee.

The Construction Escrow Deposit shall be deposited by the ARB in a construction escrow account. The Construction Escrow Deposit may be used by the ARB for any of the following purposes:

- To pay for the cost to repair any damage to the roadways, roadside curbs, sidewalks or Common Areas caused by Owner or Owner's Contractor or Subcontractors not repaired by the responsible Owner, such Owner's Contractor or Subcontractors.
- To complete any landscaping shown on the Final Plans for a Lot that has not been completed within three months of the completion of the residence on such Lot.
- To pay for the cost of completing any Improvements so that they are in accordance with the approved Final Plans if the Owner fails to complete such Improvements.
- To pay for the cost of restoring or replacing any trees, other vegetation, grades or other natural features improperly removed, altered or destroyed by the Owner, the Owner's Contractors or Subcontractors in violation of the Guidelines.
- To reimburse the Developer for the Owner's share of street cleaning costs during construction. If Owner does not pay such amounts to the Developer in a timely manner as specified in the Construction Rules.
- To pay for the cost of performing any of the Owner's other obligations under the Guidelines.

## CONSTRUCTION GUIDELINES

Except for the reimbursements listed above, the ARB shall give an Owner prior notice that it intends to use the Owner's Construction Escrow Deposit for a particular purpose. The Owner shall thereafter have five days from the date of the notice to repair the damage, complete the landscaping or Improvements, or otherwise perform the work for which the ARB intended to use the Owner's Construction Escrow Deposit, or, if the work cannot be completed during that time, to begin the work and thereafter diligently pursue it to completion. If the Owner, upon receipt of the notice, shall fail to perform the work within the five-day timeframe, then the ARB shall thereafter be free to perform it and to use the Owner's Construction Escrow Deposit to pay for the cost thereof. Upon the completion of Improvements and when all work has been completed by either the responsible Owner or the ARB, the ARB shall return to the Owner any unused portion of the Owner's Construction Escrow Deposit.

Any and all interest earned to the Construction Escrow Deposit shall be credited to and retained by the Village Square ARB for its sole use and benefit.

The Deposit will be held and used as a deposit and will be refunded to either the Builder or the Owner at the issuance of the CERTIFICATE OF COMPLIANCE – FINAL REVIEW.

### Site Regulations

- All reasonable means shall be taken during construction to protect and preserve all existing vegetation.
- Boards or other materials shall not be nailed to trees during construction. Open trash piles are prohibited.
- Construction debris should be placed in dumpsters.
- Storage should occur within driveway and parking limits of the site.
- Small construction trailers must be approved by the DRA.
- All structures, plantings, fixtures, fencing and landscaping—including streets, trees, lawns, sidewalks, and common areas—which are damaged during or after construction by the property Owner's or the Contractor's or Subcontractor's vehicles, or any other cause related to construction shall be repaired or replaced by the Owner.
- The Owner shall be responsible for the Contractor's actions during construction.
- Any clearing, grading or building done without approval by the DRA will result in suspension of work.
- Fines will be issued to Contractors who do not comply with rules regarding silt-fencing and debris.
- CONTRACTOR will be found liable if the Storm Water Pollution Prevention Plan (SWPPP) is violated in any fashion.

## Construction Regulations

While construction is in progress, inspections may be conducted by the DRA to ensure conformance with the approved drawings. The Owner assumes full liability for failure of construction to comply with approved documents. Any changes made during construction must receive approval by the DRA prior to change. Major changes may constitute resubmitting for final approval. Final inspection will be made after the Contractor has completed construction including all site work and landscaping, cleaned the site of debris and removed any Contractor signage, temporary utilities and/or alterations to the construction site. The cost of any aforementioned work which is not completed and must be completed by Village Square will be deducted from the Construction Escrow Deposit.

## Contractor Regulations

- Contractors are responsible for the actions of their employees while in Village Square.
- All Contractors and Contractor personnel are asked to abide by all Rules and Regulations.
- All construction vehicles must comply with applicable state laws in regards to inspections, licensing and authorization for operation.
- The Contractor must provide toilet facilities for the workers on the job site in a discreet location.
- Contractors must be licensed in the State of South Carolina and permits must be posted and protected from the weather.
- Any Contractor found to be in obvious non-conformance with the Contractor Regulations will be denied access, and work will be suspended.

## Construction Signage

- Construction permit boxes similar to a standard document box shall be allowed. These shall in no way be marketing signs of any nature.





# SCHEDULE OF HOMEOWNERS ASSOCIATION FEES\*

## OCTOBER 2027

FINAL plan approval

New Construction

ARCHITECTURAL REVIEW FEE	\$500.00
LANDSCAPE REVIEW FEE	\$250.00

Alterations / Renovations

ARCHITECTURAL REVIEW FEE	\$250.00
LANDSCAPE REVIEW FEE	\$125.00
H.O.A. ADMIN. REVIEW FEE	\$1,000.00
RESUBMITTAL / REVIEW FEE	\$100-\$250

CERTIFICATE of compliance / final review

New Construction

ARCHITECTURAL REVIEW FEE	\$250.00
--------------------------	----------

Alterations / Renovations

ARCHITECTURAL REVIEW FEE	\$125.00
--------------------------	----------

MARKETING FEE

The greater of \$5,000.00 or 1.5% of the sales price of the home.

The \$5,000.00 shall be payable at the initial closing on the lot and the remaining balance, if any, shall be payable upon retail sale and/or occupancy of the home. The fee shall be made payable to Village Square Homeowners Association, Inc.

\* Subject to change without notice.

## CONTACT INFORMATION

### **DESIGN REVIEW ADMINISTRATOR (DRA) ON BEHALF OF THE ARB**

#### **Synchronicity**

69 Morris Street, Suite 101

Charleston, SC 29403

843.203.4766

info@synchronicity.design

[www.synchronicity.design](http://www.synchronicity.design)

### **DEVELOPER**

#### **STYO Development, LLC**

334 Rhum Retreat

Mount Pleasant, SC 29464

### **Village Square HOMEOWNERS ASSOCIATION**

#### **HOA**

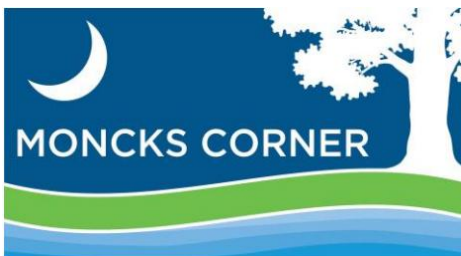
The HOA will be administered by the developer until the appropriate time for transition.

Table 1404.2

Minimum Thickness of Weather Coverings

Minimum Thickness (Inches)	Covering Type
0.25	Adhered masonry veneer
0.019	Aluminum siding
	Anchored masonry veneer
2	Stone (natural)
2.5	Architectural cast stone
2	Other
0.0216 nominal	Cold-rolled copper
0.0162 nominal	Copper shingles
0.313	Exterior plywood (with sheathing)
See Section 2304.6	Exterior plywood (without sheathing)
0.25	Fiber cement lap siding
0.25	Fiber cement panel siding
0.5	Fiberboard siding
0.375	Glass-fiber reinforced concrete panels
0.25	Hardboard siding
0.0162 nominal	High-yield copper
0.0216 nominal	Lead-coated copper
0.0162 nominal	Lead-coated high-yield copper
1	Marble slabs
See Section 2304.6	Particleboard (with sheathing)
See Section 2304.6	Particleboard (without sheathing)
0.125 nominal	Porcelain tile
0.0149	Steel (approved corrosion resistant)
0.344	Structural glass
	Stucco or exterior cement plaster
	Three-coat work over:
0.875	Metal plaster base
0.625	Unit Masonry
0.625	Cast-in-place or precast concrete
	Two-coat work over:
0.5	Unit masonry
0.375	Cast-in-place or precast concrete
1	Terra cotta (anchored)
0.25	Terra cotta (adhered)
0.375	Wood Shingles





*The Lowcountry's Hometown*

PO Box 700 | Moncks Corner, SC 29461 | 843.719.7900 | monckscorner.sc.gov

## STAFF REPORT

**TO:** Town Council  
**FROM:** Justin Westbrook, Community Development Director  
**SUBJECT:** Zoning Map Amendment (ZA-25-04) – STYO Development  
**DATE:** April 21, 2026

**Background:** The applicant, STYO Development, has applied for a Zoning Map Amendment (ZA-25-04) for a parcel (TMS #162-00-01-017). The property is currently zoned **Planned Development – Commercial (PD-C)**, with the applicant seeking the parcel to be zoned **Planned Development (PD)**. The PD-C district designation was a leftover when Moss Grove Plantation was approved, first through the County, then annexed and developed within the Town’s corporate limits. There is limited information regarding the subject parcel and why **PD-C** was designated for the parcel, however Staff’s long standing interpretation is that the subject parcel was designated commercial as part of the overall Moss Grove Plantation development.

**Existing Zoning:** The subject parcel currently carries a **Planned Development – Commercial (PD-C)** district designation. The Zoning Ordinance does specifically call out or differentiate Commercial or Residential segments of a **Planned Development (PD)** zoning, however the **PD** District is intended to:

*“To encourage the development of mixed-use communities which provide a range of harmonious land uses (residential, commercial, cultural, educational, etc.) which support the mixed uses within the planned unit development (PD District).”*

The zoning district is primarily mixed use in nature, specifically designed for two different use types.

	Adjacent Zoning	Adjacent Land Use
North	Planned Development (PD-R)	Single-family Residential
	Flex-1 (Berkeley County)	
South	Residential (R-1) (Berkeley County)	Industrial Use & Cell Tower
East	General Commercial (C-2)	Berkeley Electric Co-op
	Light Industrial (M-1)	UNDEVELOPED
West	Flex-1 (Berkeley County)	UNDEVELOPED

**Existing Site Conditions:** The subject parcel comprises approximately 31.3 acres, which is currently undeveloped. Per the National Wetlands Inventory map there does appear to be a significant amount of

wetlands shown, spread throughout the parcel. However, per the applicant's PD Document, the wetland to be only approximately 1.33 acres and limited to the northern edge of the parcel, adjacent to the Moss Grove Plantation stormwater pond. The subject parcel does appear to have some designated floodway on the parcel, with the applicant providing this documentation within their PD Document, in the form of the National Flood Hazard Layer. The subject parcel is currently accessible by US Hwy 52, and benefits from approximately 0.58 miles (3,068-feet) of road frontage.

**Proposed Zoning Request:** The applicant has requested to rezone the subject parcel to an overall **Planned Development (PD)** zoning district. Per the Town's Zoning Ordinance, the **PD District** is intended to:

*"...encourage the development of mixed-use communities which provide a range of harmonious land uses (residential, commercial, cultural, educational, etc.) which support the mixed uses within the planned unit development (PD District)."*

The proposed PD Document divides the 31.3 acre parcel into three (3) "districts". The applicant has proposed the "Cottage District", "Market Village" and "Civic Park", with each area having separate dimensional standards (setbacks, buffers lot coverage, etc.) as well as delineated allocation of residential units, allowable use types and dedicated parking.

The "Cottage District" will be situated on the southern end of the subject parcel and will consist of approximately 8.65 acres. Serving exclusively as a residential area of the project, the project aims to have approximately fifty-two (52) single-family detached units. Per the PD Document, these units will use a minimum lot size of 3,000 ft<sup>2</sup>, with a minimum lot width of 40-feet. The setbacks are significantly reduced compared to other projects approved within the Town, and the density for this district appears to be significant. The maximum lot coverage is set for 80%, which is significant compared to existing Zoning Ordinance standards. As the applicant has set aside small pocket parks and stormwater indicated for each phase, the lot coverage is less of a concern as it is typically with development due to the overall design with environmental sensitivity offsetting lot coverage.

The "Market Village" district will be situated in the center of the subject parcel and be approximately 9.56 acres. This district will blend the residential and commercial aspects of the development, and in Staff's opinion, serve as a transitional district between the solely residential "Cottage District" and the "Civic Park" district that will be dedicated to the Town for public and recreation use. This district will see a limited number of residential single-family detached homes, expected to be approximately twenty-eight (28) units. These lots are expected to be smaller than what is proposed in the "Cottage District", although the PD Document does not prescribe dimensional standards for this use type, which is a cause for concern by Staff. The remaining section of the "Market Village" will be commercial use types using a minimum lot size of 2,000 square feet. It is expected there will be at least 26,000 square feet of commercial area, serving a variety of use types, including hotel, restaurant, bar, financial offices, and other service and office use types. Prohibited use types the applicant is proposing for this district are tobacco and vape stores, adult stores, convenience stores, pawn shops, gas stations and storage units. It is Staff's interpretation that those uses not specifically called out within the PD Document will be prohibited, however the applicant was forward thinking to specifically call out use types that did not fit the development vision.

The “Civic Park” district of the project will comprise of the northern end of the subject parcel approximately 13.09 acres in size. This district will serve as another use type for the **Planned Development (PD) District**, utilizing three (3) individual uses when most **PD Districts** only utilize two (2). This specific district is intended to serve as a regional, not just community, park and open space, with final dedication and maintenance to be provided by the Town of Moncks Corner. Amenities for this district include a basketball court, two (2) ball fields, walking trails, and at least one (1) pavilion to be used by the citizens and potentially rentable as the Recreation Department’s facilities generally are.

**Density:** The subject parcels consist of approximately 30.3 acres. With eighty (80) units, this results in a 2.64 dwelling unit/acre for the entire project. While some of the residential units are smaller than what is typically seen, this is offset by a significant number of commercial space and civic space to be dedicated to the Town of Moncks Corner.

For context, the nearby Riverstone community consists of approximately 31.3 acres with entitlements for one-hundred nine (109) dwelling units. This equates to 3.48 dwelling units per acre. Further south on US-52 is the Oakley Point subdivision of single-family dwelling units. This project was constructed on approximately one-hundred thirty-four (134) acres with up to three-hundred seven (307) dwelling units. This equates to a density of 2.28 dwelling units per acre. It is important to note that both developments utilize a traditional single-family detached use and not a single-family attached townhome product.

**Transportation & Parking:** Staff will require a separate Traffic Impact Analysis (TIA) for the subject parcel prior to Preliminary Plat approval for any portion of the project. All TIA recommendations will be funded and installed by the developer prior to Final Plat approval for each phase. This can ensure the Town is achieving the best connectivity as prescribed by a licensed traffic engineer prior to the development of the subject parcel.

Parking appears to be met for all uses, with no shared parking proposed. This is vital as each unit, commercial use and the civic space has dedicated parking within the standards of the current Zoning Ordinance. Staff does have questions regarding the phase lines and dedication of the “Civic Park” district, as the parking for this use does appear to be within the “Market Village” district. As the civic area will eventually be owned by the Town, the required parking for such a use will remain in HOA or private hands. Absent an easement or parking agreement, filed with Berkeley County Register of Deeds, Staff cannot guarantee the parking for the civic space will be protected, and therefore the civic space could become useless without proper access and parking facilities.

**Environmental:** The parcel appears to be approximately 30.3 acres. Per the National Wetlands Inventory, the parcel appears to have significant amount of wetlands, covering the majority of the parcel. The applicant’s PD Document shows considerably less amount of wetlands, and appear to only be along the northern property line of the subject parcel. There also appears to be floodway delineated on the property which adds to the environmental sensitivity of the development. When a Preliminary Plat for each “district” is applied for, Staff will ensure all environmental concerns are addressed per the Zoning Ordinance, Stormwater Ordinance, and all other Town adopted policies and procedures.

**Consistency with Plans:** Adopted in 2024 as part of the Town’s Comprehensive Plan, the Future Land Use identifies the subject parcel as “Highway Commercial”. The Plan calls for this land use to be designated for:

*“Intended for automotive dependent commercial uses such as gas stations, banks, fast food restaurants, auto sales, groceries, etc. While less common, light industrial uses such as auto shops, car washes and storage units, as well as conditional use/special exceptions.”*

The requested zoning designation *may* be congruent with this designation of the Future Land Use Map as the request includes commercial, as well as residential and civic space. The subject parcel also appears to be within the aforementioned “Highway Commercial Overlay”, which the Plan defines as:

*“A 1000 ft commercial buffer (2000 ft in total width) along the US 52 Corridor is approximately eleven miles in length and is intended to allow for low intensity (ideally service based) commercial businesses such as medical offices, banks, pharmacies, etc. along the highway corridor while permitting residential units behind. Higher density residential units such as multi-family apartments would be permitted, however, should be part of a larger planned development.”*

The requested parcel, is entirely within the “Highway Commercial Overlay”, does include a significant commercial element, and appears to comply with all aspects of the Future Land Use Map.

The Comprehensive Plan also lays out various goals and implementation strategies to help in decision making for land use requests. Staff believes the applicant and request generally adhere to the following policies listed in the plan.

1. Maintain a sustainable community by ensuring current infrastructure has the capacity to accommodate for current and future growth.
2. Allow for a range of residential uses to support housing opportunities for residents of all ages and socio-economic statuses.
3. Enhance economic opportunities by improving the retention of businesses and encouraging a range of uses and services.
6. Provide high quality public services, infrastructure, facilities, and programs that meet the needs of current and future residents.
9. Enhance the quality and range of parks and recreational opportunities while adequately maintaining existing facilities.

**Procedural Issues:** As part of any Zoning Map Amendment, the request must be at least two (2) acres, an extension of an existing district boundary, or additional C-1 zoning contiguous to existing commercial. In this case, the subject parcel exceeds two (2) acres in size. The Zoning Ordinance does call for any development over twenty-five (25) acres to have an executed Development Agreement, which Staff will work with the applicant and the Town Attorney to ensure this requirement is met.

**Staff Analysis:** Staff believe the PD Document is generally complete and covers most concerns raised by Staff during this application process. The applicant has showed a good-faith effort to find solutions to challenges a complex project such as this has raised. While Staff still has concerns, this application leaves little open ended

questions that Staff believe could damage or harm the Town, this development, and more importantly current residents in the area. Staff appreciates the delineation of the three (3) “districts” and the standards set up in the PD Documents for each. The lots do appear to be smaller than other similarly set up or approved developments in recent history, which may be a cause for concern or pause by the Planning Commission or Town Council. The density, when taking into account the project as a whole, appears to be on-par with surrounding developments, and actually is less than those neighborhoods that are recently complete or under construction. The amenities for the development, not just serving the immediate residential areas but also the Town as a whole, really incorporates a true mixed-use development, and does answer at least partly, Staff’s initial question we pose to every developer who approaches us; how will this benefit the Town. The “Civic Park” does add needed field space for the Town’s Recreation Department and will include lighting and other amenities that can be cost prohibitive for the Town to seek out and develop on our own. Parking for this park is a concern and does need to ensure the Town and public have access and use of the needed parking for such a civic park, and Staff expects the applicant to address this moving forward. The need for commercial space along US-52 is bolstered by the applicant’s connections to commercial real estate brokers, and Staff feels confident with the applicant’s plan to make the “Market Village” portion of the development “pad-ready” and not another set-aside that has plagued past mixed use developments in the Town.

**Staff Recommendation:** At this time, Staff generally recommends approval for the requested **Planned Development (PD)** zoning district designation for the subject parcel. Staff has reached this recommendation due to the PD Document being thoughtful and complete. While there are some questions that need to be addressed, such as parking and the public’s will to allow 3,000 square foot homes, Staff believes that this application and the submitted documentation will serve the Town as a satisfactory base to move forward with this long undeveloped parcel. Staff believes the compliance with the application and the 2024 Comprehensive Plan with a mix of housing types, commercial opportunities and civic space, meets the spirit and intent of our long range planning documents and vision for the US-52 corridor.

**Planning Commission Recommendation:** The Planning Commission heard the request at their June 24th meeting. The Commission voted 7-0 in favor of recommending APPROVAL of the requested zoning of **Planned Development (PD)** designation for the subject parcel. The applicant spoke in favor of the request, however no other attendees spoke regarding the application.

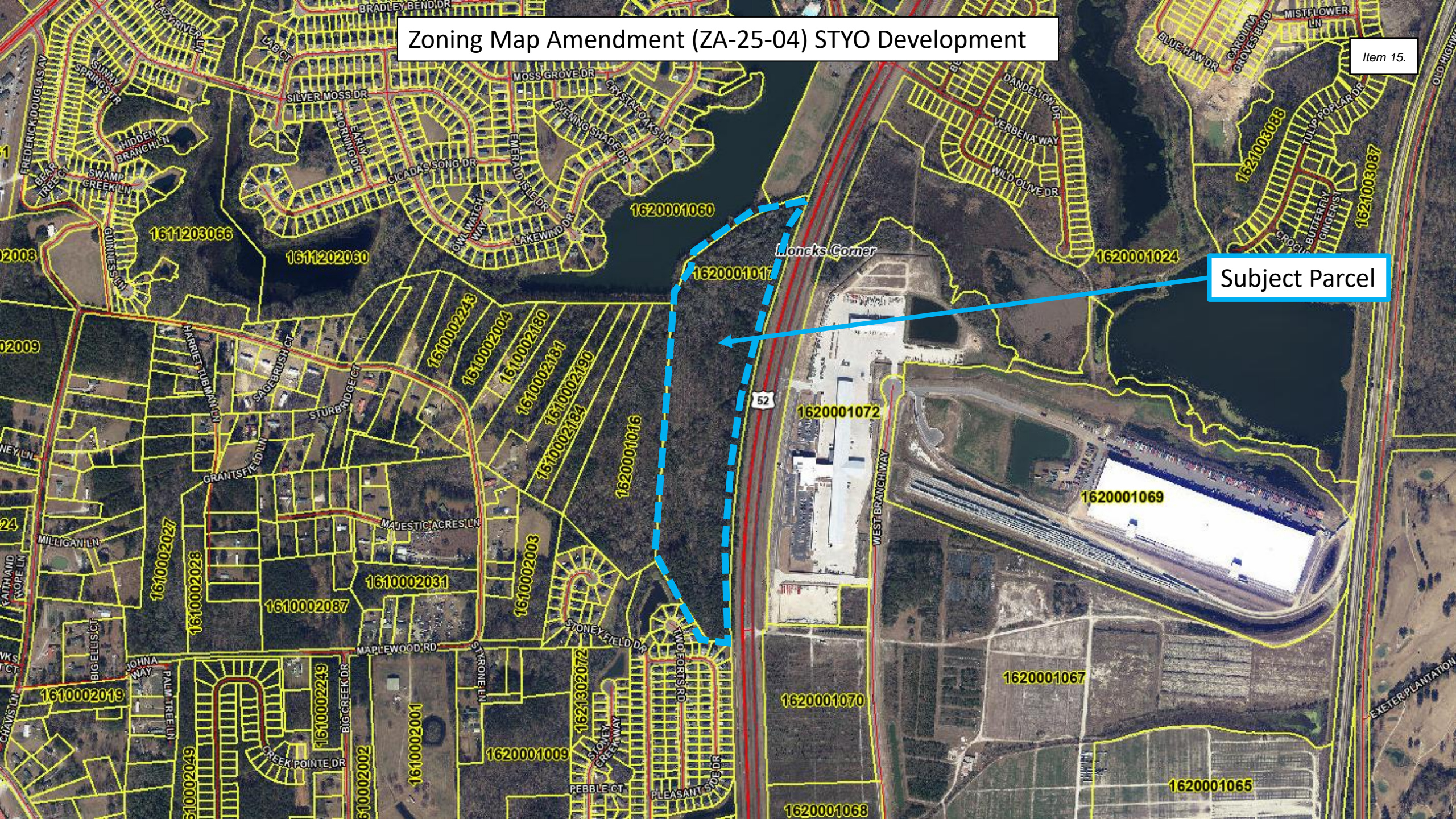
*Attachments:*

- DRAFT - Ordinance (20250820)*
- Location Maps (Aerial, Zoning, Future Land Use Map, Environmental)*
- SIGNED - Application (STYO Development) (20240520)*
- PD Document v8 (20260102)*
- Design Guidelines*

# Zoning Map Amendment (ZA-25-04) STYO Development

Item 15.

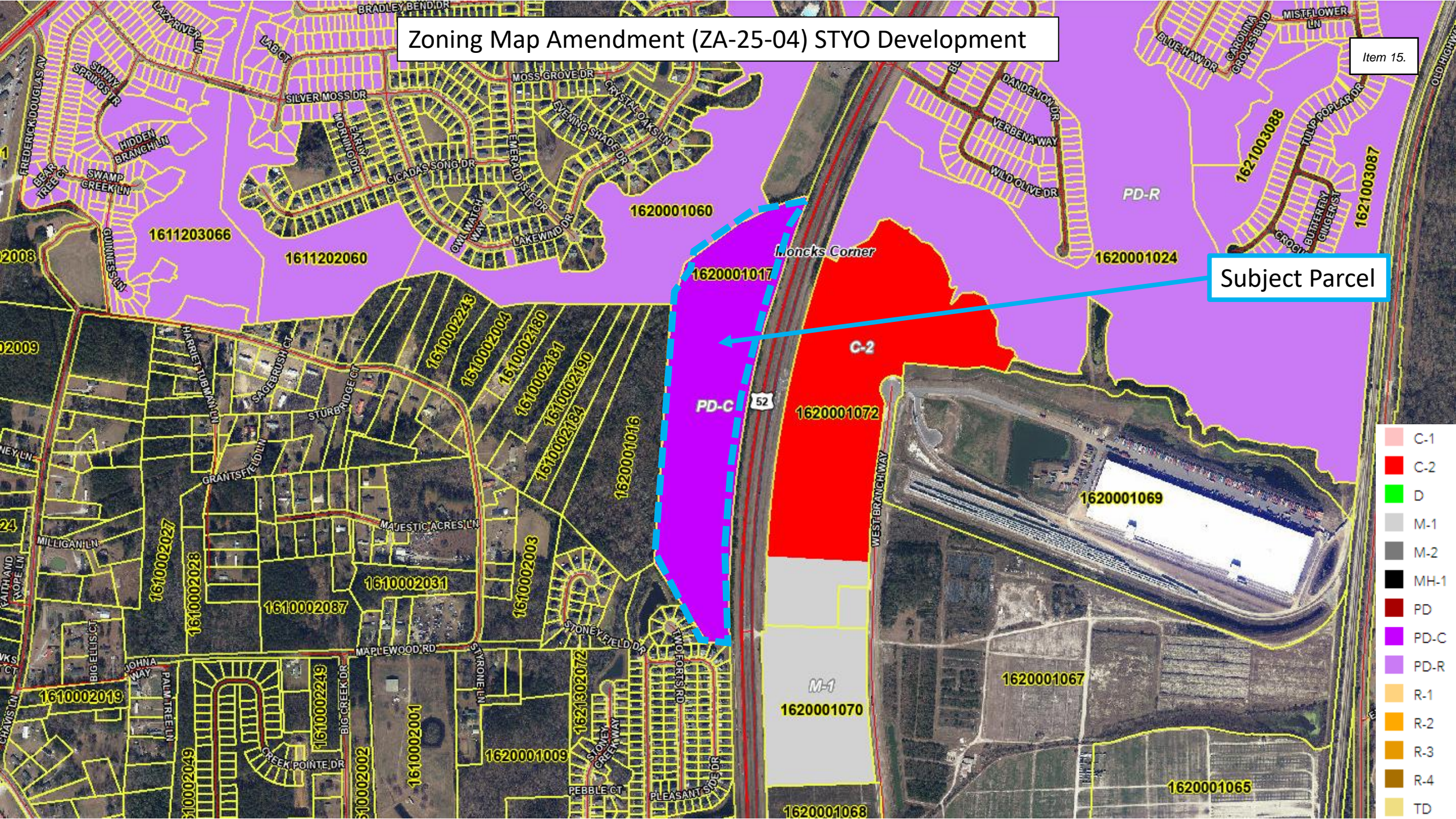
Subject Parcel



# Zoning Map Amendment (ZA-25-04) STYO Development

Item 15.

Subject Parcel

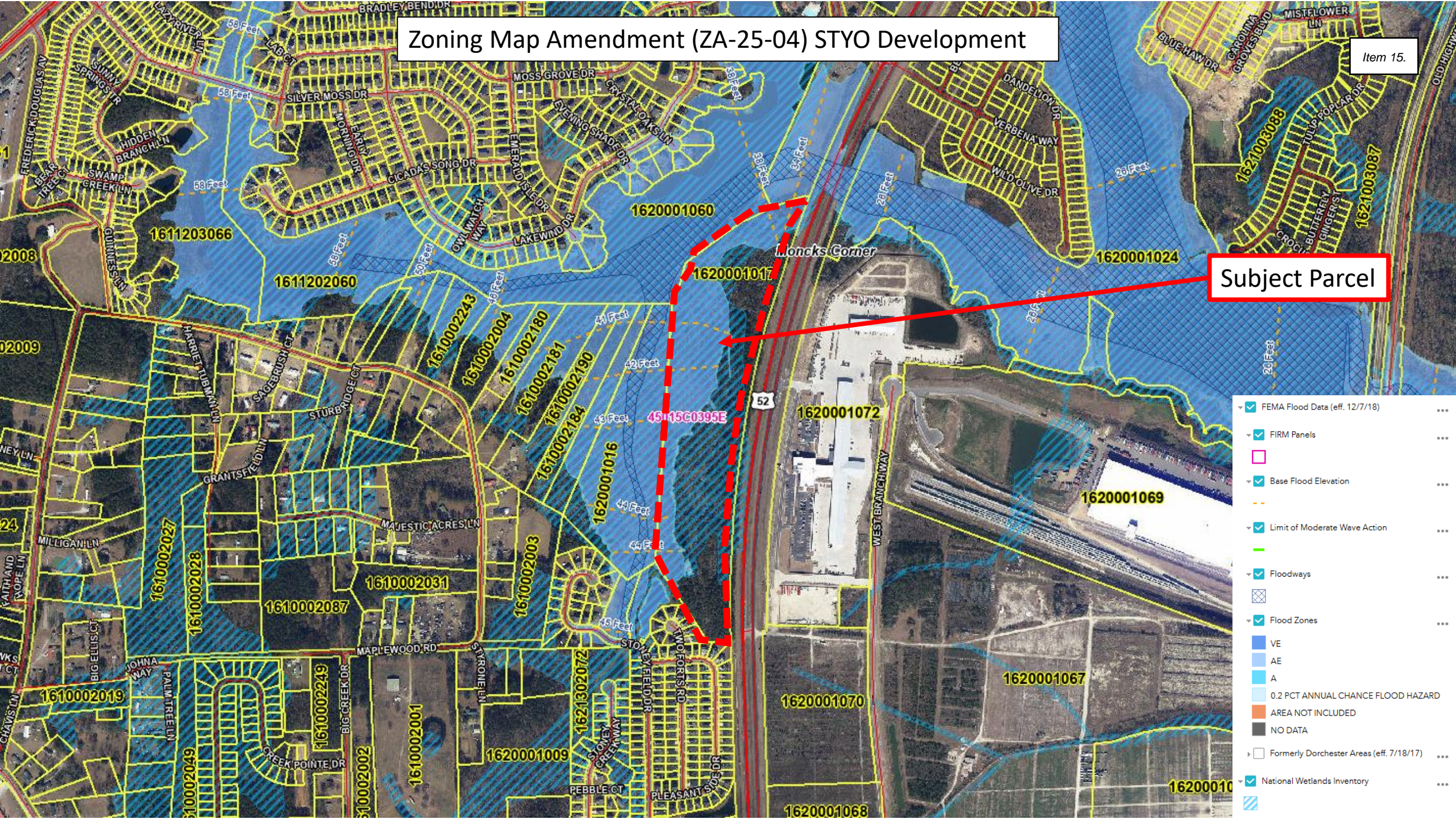


- C-1
- C-2
- D
- M-1
- M-2
- MH-1
- PD
- PD-C
- PD-R
- R-1
- R-2
- R-3
- R-4
- TD

# Zoning Map Amendment (ZA-25-04) STYO Development

Item 15.

Subject Parcel

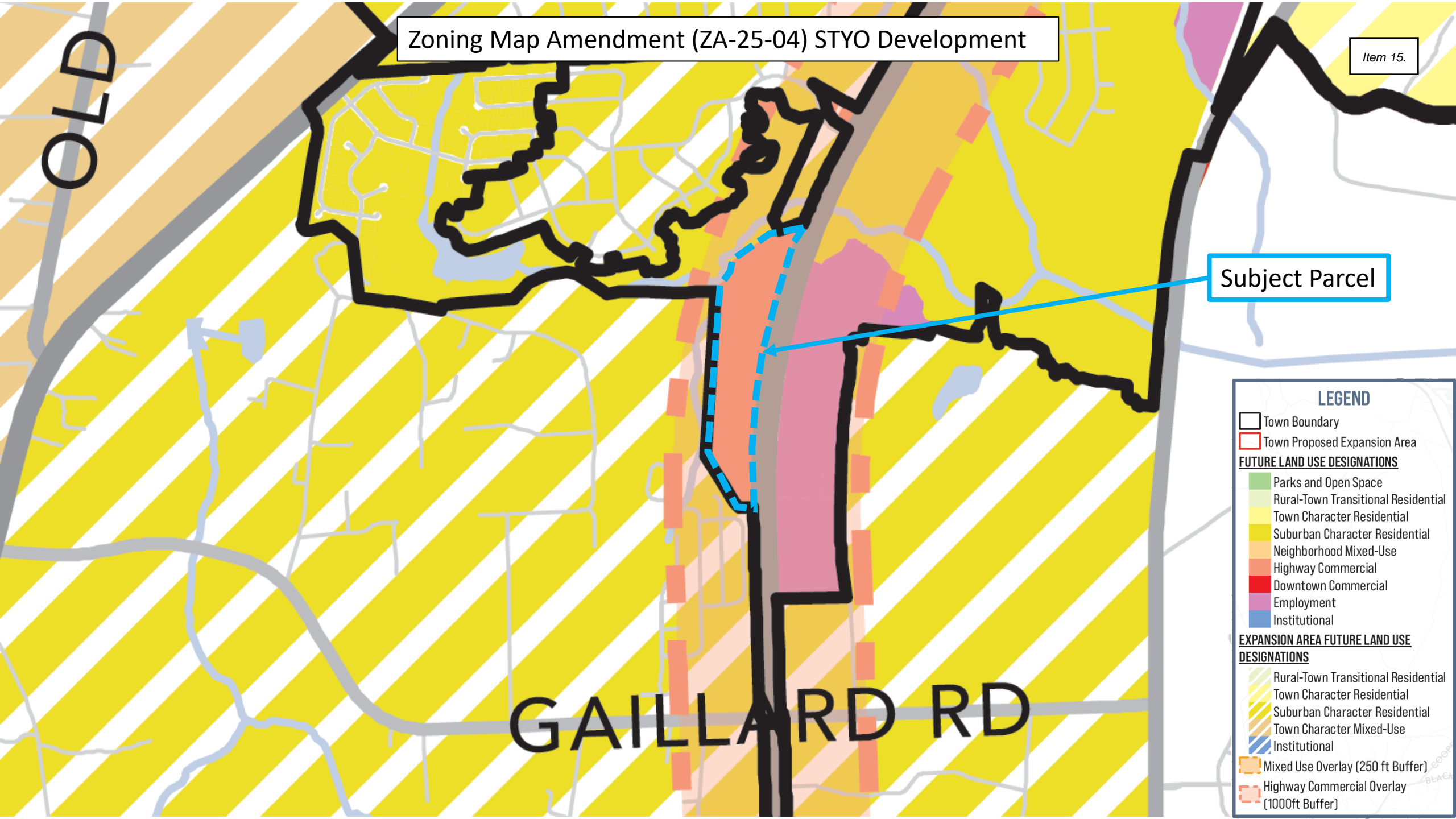


- FEMA Flood Data (eff. 12/7/18) ...
  - FIRM Panels ...
  - Base Flood Elevation ...
  - Limit of Moderate Wave Action ...
  - Floodways ...
  - Flood Zones ...
  - National Wetlands Inventory ...
- Legend for Flood Zones:
- VE
  - AE
  - A
  - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
  - AREA NOT INCLUDED
  - NO DATA
  - Formerly Dorchester Areas (eff. 7/18/17) ...

# Zoning Map Amendment (ZA-25-04) STYO Development

Item 15.

Subject Parcel



### LEGEND

- Town Boundary
- Town Proposed Expansion Area

#### FUTURE LAND USE DESIGNATIONS

- Parks and Open Space
- Rural-Town Transitional Residential
- Town Character Residential
- Suburban Character Residential
- Neighborhood Mixed-Use
- Highway Commercial
- Downtown Commercial
- Employment
- Institutional

#### EXPANSION AREA FUTURE LAND USE DESIGNATIONS

- Rural-Town Transitional Residential
- Town Character Residential
- Suburban Character Residential
- Town Character Mixed-Use
- Institutional
- Mixed Use Overlay (250 ft Buffer)
- Highway Commercial Overlay (1000ft Buffer)

# Rezoning Application

Home / Government / Community Development / Zoning Map Amendment (Rezoning) Application

## Navigate Further

- Building, Permitting, & Inspections
- Code Enforcement
- Planning & Zoning
  - Annexation
  - Annexation Form
  - Comprehensive Planning
  - Tree Protection
- Stormwater Management
  - Stormwater Fee Appeals
- Business and Residential Development Incentives
- Planning Commission
- Board of Zoning Appeals
  - Special Exceptions
  - Variances
- Forms

## Zoning Map Amendment (Rezoning) Application

Error: Your application is not valid, please fix the errors!

### Applicant Information

First Name  
Todd

Last Name  
Richardson

Street Address \*  
69 Morris Street

Apartment, suite, etc  
Suite 101

City  
Charleston

State/Province  
South Carolina

ZIP / Postal Code  
29403

Phone \*  
+1 843 203 4766

## Staff

- Tim Shiner**  
Chief Building Official/Fire Marshal  
843-259-0369
- Jamie Baker**  
Deputy Building Official  
854-206-7181
- Bobbi Jo Seabrook**  
Permitting Clerk  
843-719-7914
- Justin Westbrook**  
Community Development Director  
843-719-7913

## Forms

- Zoning Map Amendment (Rezoning) Application online form
- Special Event Application online form
- Tree Removal Application online form
- Variance Application online form
- Zoning Verification Letter online form
- Administrative Review (Appeal) Application Download
- Demolition Assistance Application Download
- Public Office Application online form





- [100% Annexation Application](#) online form
- [Variance Application](#) online form
- [Special Exception Application](#) online form

## Property Owner Information

If different than the applicant.

Name

Chris Young - STYO Development LLC

Phone

+1 843 367 6755

Street Address

2001 Helm Avenue

Apartment, suite, etc

City

North Charleston

State/Province

South Carolina

ZIP / Postal Code

29405

## Subject Parcel

TMS Number \*

162-00-01-017





Current Zoning \*

PD Planned Development ▾

Requested Zoning \*

PD Planned Development ▾

Current Use of Property \*

Undeveloped

Proposed Use of Property \*

Mixed-Use Planned Development

Has any application involving this property been previously considered by the Moncks Corner Planning Commission or Board of Zoning Appeals? If yes, please state details.

No


Consent \*

I (we) certify that I (we) are the free holder(s) of the property(s) involved in this application and further that I (we) designate the person signing as applicant to represent me (us) in this rezoning.

Signature \*



Date \*

 05/20/2025

[Submit Application](#)



September 10, 2025

Mr. Justin Westbrook  
Town of Moncks Corner  
118 Carolina Avenue  
Moncks Corner, SC 29461

RE: Village Square Planned Development  
Moncks Corner, Berkeley County, South Carolina  
US 52 Culvert Considerations  
Engineer Summary Letter  
LJA Project No. SC6427-2502

Dear Justin:

**LJA ENGINEERING, INC.** ("LJA") is submitting this letter on behalf of our client, **STYO DEVELOPMENT, LLC**, who is the the contract buyer / developer of the above-referenced Village Square Planned Development.

As directed by our client, we have completed a preliminary hydrologic and hydraulic stormwater and floodplain evaluation for the planned development. This analysis considered existing conditions, FEMA mapped floodplain and floodway boundaries, downstream conveyance, and applicable Town, County, and State requirements.

In response to recent discussions regarding potential upsizing of the existing culverts beneath U.S. Highway 52 adjacent to the site, we offer the following clarifications:

Our design does not rely on offsite culvert modifications (or any other offsite drainage improvements). The proposed drainage improvements have been engineered to function without altering the capacity of the existing SCDOT culverts. Our stormwater management approach reduces post-development peak discharge rates compared to existing conditions and lessens hydrological impacts to the mapped FEMA floodplain.

Additionally, the majority of the floodplain impacting the subject development is not directly related to the existing Highway 52 culverts as the floodplain is primarily a function of the adjacent pond's downstream control berm, which is ~300-LF upstream of the culverts. Based on current FEMA FIRM 45015C0395E for Berkeley County, effective on December 7, 2018, as well as the Berkeley County FEMA FIS, the floodplain significantly drops in base flood elevation (BFE) from an elevation of ~38 ft MSEL at the pond control berm to ~33 ft MSEL at the culverts. This indicates that culvert modifications will have minimal benefits to the controlling floodplain's base flood elevations impacting the project.

Culvert upsizing on offsite property is also beyond the project's scope and jurisdiction. The Highway 52 culverts are located within right-of-way not controlled by the project owner and are under SCDOT's authority. Any modifications to FEMA-regulated floodplain/floodway structures would require extensive coordination, multi-agency permitting, and additional FEMA Conditional Letter of Map Revision (CLOMR) requirements, beyond the scope of the development. Additionally, the culverts have additional permitting scrutiny given their location within a Floodway and public data sources show the culverts within potential wetland areas that require additional environmental studies and potential USACE permitting.

Because the culverts are owned and maintained by SCDOT and located offsite, they are not within the development's responsibility to modify. Any proposed changes would require SCDOT sponsorship and permitting through FEMA. The Town's stormwater design criteria does not require offsite culvert upsizing when a project can demonstrate no adverse impact. Our design meets or exceeds all applicable standards, ensuring consistency with Town regulations.

Based on our analysis, no offsite culvert improvements are warranted. The project will be designed to mitigate floodplain impacts and comply with Town, County, State, and FEMA requirements without triggering downstream improvements. We trust this provides sufficient documentation to support the Town's consideration of potential highway culvert modifications. If you have any questions, please contact us at 843.405.5140 or [chager@lja.com](mailto:chager@lja.com).

Sincerely,  
**LJA ENGINEERING, INC.**



Charles R. Hager V, P.E.  
Senior Director  
Charleston Manager



**ORDINANCE NO. 2026-\_\_\_\_\_**

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT CONCERNING THE VILLAGE SQUARE DEVELOPMENT, AUTHORIZING THE EXECUTION THEREOF, AND OTHER MATTERS RELATING THERETO.**

**NOW THEREFORE, BE IT ORDAINED**, by the Town Council of Moncks Corner (the “*Town Council*”), the governing body of the Town of Moncks Corner, South Carolina (the “*Town*”), as follows:

**Section 1 Findings.** The Town Council makes the following findings of fact in connection with the enactment of this ordinance (this “*Ordinance*”):

(1) The Town Council is authorized pursuant to the South Carolina Local Government Development Agreement Act, codified at Title 6, Chapter 31 of the Code of Laws of South Carolina 1976, as amended (the “*Act*”) to enter into development agreements (generally, “*Development Agreements*”) with developers that provide certain terms under which developments may proceed.

(2) The Town has received a request from STYO Development, LLC. (the “*Property Owner*”) that the Town consider entering into a Development Agreement concerning that certain 29.97 highland acres and approximately 1.33 acres of wetlands, for a total of 31.30 acres of real property of the Property Owner, identified by Berkeley County TMS Number 162-00-01-017, comprising the Village Square development (the “*Development*”). The form of the Development Agreement between the Town and the Property Owner concerning the Development is attached to this Ordinance at **Exhibit A** (the “*Village Square Development Agreement*”).

(3) In accordance with Section 6-31-50 of the Act, the Town has caused a notice of a public hearing concerning the Village Square Development Agreement to be published in a newspaper of general circulation within the Town, providing notification of the date, time, and location of such public hearing, and which included certain particulars concerning the Development and the Village Square Development Agreement. As further required by Section 6-31-50 of the Act, at this public hearing the Town Council announced the date, time, and place of a second public hearing concerning the Village Square Development Agreement.

(4) The Town Council now desires to approve and enter into the Village Square Development Agreement in accordance with the Act.

**Section 2 Approval of Development Agreement.** The Town hereby agrees to enter into the Village Square Development Agreement. The form, provisions, terms, and conditions of the Village Square Development Agreement, as attached at **Exhibit A** of this Ordinance, are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Village Square Development Agreement were set out in this Ordinance in its entirety. The Mayor of the Town (the “*Mayor*”) is hereby authorized, empowered, and directed to execute the Village Square Development Agreement in the name and on behalf of the Town; the Clerk to the Town Council (the “*Clerk*”) is hereby authorized, empowered, and directed to attest the same; and the Mayor is further authorized, empowered, and directed to cause the delivery of the Village Square Development Agreement to the Developer. The Village Square Development

Agreement, as executed and delivered, is to be in substantially the form as attached at **Exhibit A** of this Ordinance, or with such changes therein as shall not materially adversely affect the rights of the Town thereunder and as shall be approved by the official or officials of the Town executing the same, upon the advice of legal counsel; their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Village Square Development Agreement approved hereby.

**Section 3 Further Action.** The Mayor, the Town Administrator (the “*Town Administrator*”), and the Clerk, for and on behalf of the Town, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the Town under and pursuant to the Village Square Development Agreement. The Mayor and the Town Administrator, or either one of them acting alone, are hereby authorized to execute and deliver on behalf of the Town all certificates and documents as they deem necessary, upon advice of counsel, to accomplish the foregoing.

**Section 4 Severability.** The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

**Section 5 Repealer; Effective Date.** All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its enactment.

[Remainder of Page Left Blank]

**DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**TOWN MONCKS CORNER**

ATTEST:

\_\_\_\_\_  
Marilyn M. Baker, Clerk to Council

\_\_\_\_\_  
Thomas J. Hamilton, Jr. Mayor

First Reading: [February 17, 2026]  
First Public Hearing: [March 17, 2026]  
Second Reading: [April 21, 2026]  
Second Public Hearing: [April 21, 2026]

**Exhibit A**  
**Form of Village Square Development Agreement**

[Draft of 3.11.2026]

**VILLAGE SQUARE  
DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE TOWN OF MONCKS CORNER, SOUTH CAROLINA,  
AND  
STYO DEVELOPMENT, LLC**

**Prepared by:  
R. Stewart Miller, Jr.  
Burr & Forman LLP  
2411 N. Oak Street, Suite 206  
Myrtle Beach, SC 29577**

**VILLAGE SQUARE  
DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE TOWN OF MONCK'S CORNER, SOUTH CAROLINA,  
AND  
STYO DEVELOPMENT, LLC**

**TABLE OF CONTENTS**

RECITALS ..... 1

1. Legal Description of the Real Property ..... 2

2. Definitions..... 2

3. Compliance with South Carolina Code Section 6-31-60 ..... 4

4. Relationship of the Parties ..... 4

5. Reserved..... 4

6. Intent of the Parties ..... 5

7. Consistency with the Town’s Comprehensive Plan and Land Development  
Regulations ..... 5

8. Legislative Act ..... 5

9. Applicable Land Use Regulations ..... 5

10. Building Codes and Laws Other Than Land Use Regulations ..... 6

11. Local Development Permits and Other Permits Needed ..... 6

12. Vested Rights Governing the Development of the Real Property ..... 7

13. Facilities, Services and Public Uses..... 8

14. Traffic Considerations ..... 9

15. Schedule for Project Development ..... 10

16. Term of the Agreement..... 10

17. Amending or Canceling the Agreement ..... 10

18. Modifying or Suspending the Agreement..... 10

19. Periodic Review ..... 11

20. Severability ..... 11

21. Merger..... 11

22. Conflicts of Law ..... 11

23. Remedies..... 12

24. Recording ..... 12

25. Third Parties..... 12

26. Town Approval of Agreement..... 12

27. Successors and Assigns..... 12

28. General Terms and Conditions ..... 14

**EXHIBITS**

- Exhibit A: Legal Description
- Exhibit A-1: Boundary Survey
- Exhibit B: Conceptual Land Use Plan
- Exhibit C: Development Schedule
- Exhibit D: The Town of Moncks Corner Land Development Regulations Ordinance
- Exhibit E: Development Agreement Ordinance
- Exhibit F: Village Square Planned Development Guidelines
- Exhibit G: Form Partial Assignment

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE TOWN OF MONCKS CORNER, SOUTH CAROLINA,**

**AND**

**STYO DEVELOPMENT, LLC**

This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Moncks Corner, a political subdivision of the State of South Carolina (the "Town") and STYO Development, LLC, a South Carolina limited liability corporation (the "Property Owner").

**RECITALS**

This Agreement is predicated upon the following:

I. The Code of Laws of South Carolina (the "S.C. Code") Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the "Act"), enables local governments to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.

II. Pursuant to the Act, the Town conducted public hearings regarding its consideration of this Agreement on \_\_\_\_\_, 2026, and \_\_\_\_\_, 2026, after publishing and announcing notice, in accordance with the Act and the current Town of Moncks Corner Land Development Regulations Ordinance adopted October 16, 2012, as amended.

III. The Town Council adopted Ordinance Number \_\_\_\_\_, thereby rezoning it Planned Development, PD and approving the Village Square Planned Development Site Development Regulations (the "Development Guidelines"). A copy of the Ordinance and Development Guidelines is attached hereto as Exhibit F.

IV. The Town Council adopted Ordinance Number \_\_\_\_\_ on \_\_\_\_\_, 2026, (a) determining that this Agreement is consistent with the Town Comprehensive Plan, the Act, and the Current Regulations, hereinafter defined, of the Town, and (b) approving this Agreement. A copy of the Ordinance is attached hereto as Exhibit E.

NOW THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

1. Legal Description of the Real Property. The Real Property which is the subject of this Agreement is described as follows:

- (a) A legal description of the Real Property is set forth in Exhibit A.
- (b) A boundary survey of the Real Property is set forth on Exhibit A-1.

The Real Property currently consists of approximately twenty-nine and ninety-seven hundredths (29.97) acres of highland acres and approximately one and thirty-three hundredths (1.33) acres of wetlands, for a total acreage of approximately thirty-one and three tenths (31.30) acres, as more fully depicted on Exhibit A-1.

The Property Owner may notify the Town from time to time of property proposed to be added to the legal description of Real Property by the filing of a legal description of subsequently acquired properties with the Clerk of Council and the Planning and Zoning Administrator; provided, however, that no other property shall be added to the Agreement unless: (1) the Development Plan is duly amended; and (2) this Agreement is duly amended to add the legal description of the subsequently acquired properties to the legal description of the Real Property, pursuant to S.C. Code Section 6-31-10, et seq.

2. Definitions. In this Agreement, unless the word or phrase is non-capitalized:

(a) “Agreement” means this Development Agreement, including the recitals and exhibits attached hereto.

(b) “Building Development Standards” mean minimum standards for the area, width, building coverage, building setback, and yard requirements for Lots or Development Parcels.

(c) “Comprehensive Plan” means the Town of Moncks Corner Comprehensive Plan, adopted May 16, 2017, as amended through the Effective Date, and adopted pursuant to S.C. Code Section 6-7-510, et seq., 5-23-490, et seq., 6-29-310, et seq., or 4-27-600 and the official map adopted pursuant to S.C. Code Section 6-7-1210, et seq.

(d) “Current Regulations” mean the Comprehensive Plan; and the Town of Moncks Corner Land Development Regulations Ordinance, adopted October 16, 2012, as amended through the Effective Date, which is attached as Exhibit D, and the Development Guidelines, attached as Exhibit F.

(e) “Development” means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels, and is intended by the Parties to include all uses of, activities upon or changes to the Real Property as are authorized by the Agreement. This definition does not include commercial timbering, which may continue on Undeveloped Tracts during the Term of this Agreement.

“Development,” as designated in a land or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, “Development” refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(f) “Development Parcel” means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way and Open Space.

(g) “Development Permit” includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development or use of property.

(h) “Dwelling Unit” means one or more rooms, designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit. Dwelling Unit shall not include, however, hotel rooms or other facilities for transient short term stays, assisted living facilities, nursing homes, or other commercial properties.

(i) “Facilities” means major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.

(j) “Green Space” means areas dedicated to buffers, or naturally occurring or developed wetlands.

(k) “Land Development Regulation” means ordinances and regulations enacted by the Town or the State of South Carolina for the regulation of any aspect of Development and includes the Town’s zoning, subdivision, building construction, occupancy or sign regulations or any other regulations controlling the Development or use of property.

(l) “Law” means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, policies and rules) adopted by a Local Government affecting the Development of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications.

(m) “Local Government” means any county, municipality, special district, or governmental entity of the State, county, municipality, or region established pursuant to law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Facilities.

(n) “Lot” means Development Parcel identified in a Subdivision Plat recorded in the Berkeley County Register of Deeds Office.

(o) “Open Space” means areas dedicated to roadways and Green Space.

(p) “Parties” means the Property Owner and Town.

(q) “Parcel” means any of those tracts of Real Property that are identified in Exhibit B, as same may be specifically identified by the filing of a subdivision application.

(r) “Project” is the Development that will occur within and upon the Property described in Exhibit A and Exhibit A-1.

(s) “Property Owner” means STYO Development, LLC, a South Carolina limited liability corporation, together with all subsidiaries thereof and other related entities, which have a legal or equitable interest on the date of execution hereof in any of the Real Property as described in Paragraph 5 and includes STYO Development, LLC’s successors in interest or successors in title and/or assigns by virtue of assignment or other instrument pursuant to Paragraph 29 hereof.

(t) “Property Owners Association” or “POA” means one or more Property Owners Associations that may be established pursuant to Section 12B.

(u) “Real Property” is the real property referred to in Paragraph 5 and includes any improvements or structures customarily regarded as part of real property.

(v) “Subdivision Plat” means a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement.

(w) “Undeveloped Lands” in existence on the date of execution of this Agreement is the Real Property indicated on Exhibit A and Exhibit A-1. Undeveloped Lands shall, during the Term of this Agreement, include Real Property that (i) has not received final plat approval or (ii) has received preliminary, conditional or final plat approval but consists of five (5) or more contiguous acres of Real Property, depicted as Lots or parcels thereon, and has not had a building permit issued for it.

3. Compliance with South Carolina Code Section 6-31-60. The Property Owner has an equitable interest in the property by way of its purchase option agreement with Moss Grove Plantation Limited Partnership, who is the current fee simple owner of the Property.

4. Relationship of the Parties. This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Property Owner constitutes “state action” for any purposes.

5. Reserved.

6. Intent of the Parties. The Town and the Property Owner agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Property Owner, its successors in title and/or assigns. The Town and the Property Owner are entering into this Agreement in order to secure benefits and burdens referenced in S. C. Code Sections 6-31-10 et seq.

7. Consistency with the Town's Comprehensive Plan and Land Development Regulations. This Agreement is consistent with the Town's Comprehensive Plan and Current Regulations. Whenever express substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered in *pari material* to give effect to both the Current Regulations and this Agreement; provided, however, that in the event of a conflict between this Agreement and the Current Regulations, and subject to the provisions of S.C. Code Section 6-31-80, the standards set forth in Current Regulations shall govern. In the event of a dispute between the parties to this Agreement as to whether a provision in the Comprehensive Plan or Current Regulations is inconsistent with express or implied substantive provisions of this Agreement, the parties must first submit such disputed interpretation to Town Council and must wait fourteen (14) days after such submittal before invoking the remedies afforded them under this Agreement.

8. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of Town Council, subject to compliance with applicable statutory procedures and consistent with Paragraph 9(a). This Agreement constitutes a legislative act of Town Council. Town Council adopted this Agreement only after following procedures required by S.C. Code Section 6-31-10, et seq. This Agreement shall not be construed to create a debt of the Town as referenced in S.C. Code Section 6-31-145.

9. Applicable Land Use Regulations.

(a) Applicable Laws and Land Development Regulations. Except as otherwise provided by this Agreement or by S.C. Code Section 6-31-10, et seq., the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement, defined as the Current Regulations. The Town shall not apply subsequently adopted Laws and Land Development Regulations to the Real Property or the Project unless the Town has held a public hearing and has determined: (1) the proposed, subsequent Laws or Land Development Regulations are not in conflict with the Laws or Land Development Regulations governing the Agreement and do not prevent the Development set forth in this Agreement; (2) the proposed, subsequent Laws or Land Development Regulations are essential to the public health, safety, or welfare and the proposed, subsequent Laws or Land Development Regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed, subsequent Laws or Land Development Regulations are specifically anticipated and provided for in this Agreement; (4) the Town demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, which changes, if not addressed by the Town, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by the Property Owner. Nothing herein shall preclude Property Owner from agreeing to abide by such new Laws, regulations, or ordinances subsequently passed by the Town that it, in its sole discretion, deems appropriate; and in such case the Laws, regulations, or ordinances, so agreed to by Property Owner shall become part of the Current Regulations.

(b) Vested Rights. Subject to the provisions of subparagraphs (a) and (b) above, all rights and prerogatives accorded the Property Owner by this Agreement shall immediately constitute vested rights for the Development of the Real Property.

(c) Subparagraphs 9(a) and 9(b) of this Agreement do not abrogate any rights either preserved by S.C. Code Section 6-31-140 or that may have been vested pursuant to common law and otherwise in the absence of a development agreement.

10. Building Codes and Laws Other Than Land Use Regulations. The Property Owner, notwithstanding any provision that may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the Town to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Paragraph 9(a).

11. Local Development Permits and Other Permits Needed. The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project:

Zoning permits, plat approvals (preliminary, conditional or final), road and drainage construction plan approvals, building permits, certificates of occupancy, county water and/or sewer development contracts, and utility construction and operating permits.

The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Property Owner of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.

12. Vested Rights Governing the Development of the Real Property.

#### A. LAND USE

1. Allowable Uses. All uses allowed in the Village Square Planned Development Guidelines as set forth in Exhibit F.

2. Density. The permitted density as set forth in Exhibit F; specifically, Property Owner has a vested right to develop 80 residential lots.

3. Building Development Standards. The criteria with respect to minimum lot sizes, setbacks, height and impervious coverage are set forth in Exhibit F.

4. Buffers and Signage. The criteria as set forth Exhibit F shall apply with respect to buffers and signage.

#### B. PROPERTY OWNER'S ASSOCIATION

A Property Owner's Associations ("POA") may be established. Membership in the POA will be mandatory for any property owner. The POA will be funded by dues to be established in its recorded restricted covenants, and the restrictive covenants shall give the POA the right to impose liens on applicable property and foreclose on the same in order to secure the payment of all such dues. The restrictive covenants shall further provide that no residential units within the Development may be used as short term rental units and no purchaser of a residential unit within the Development, or any Affiliate (as defined herein) of such purchaser, may own more than three (3) residential units within the Development at any given time. Nothing contained in this Section 12.B shall be construed so as to prohibit Property Owner, with such reference including its successors and assigns, and specifically any builder acquiring Lots or Development Parcels for the purpose of constructing a residential unit from acquiring more than one Lot or Development Parcel at a given time.

The covenants shall further establish a process to review and approval of would be purchasers to ensure compliance, which restriction shall extend for a period not less than two years following the date on which the Developer no longer controls the POA or has the power to appoint a controlling number of individuals serving on the POA ("Developer Control Period") and may not be remove are amended without approval of at least sixty-six percent (66%) of all voting members. Prior to the approval of the final plat for the first phase of the Development, the Developer shall submit draft restrictive covenants to the Town for review and approval, which approval shall not be unreasonably withheld. The POA's responsibility will be to manage the affairs of the POA including the enforcement of recorded documents and the maintenance of common areas. The POA's documents may also establish an Architectural Review Board (ARB) to review and approve all structures and any additions or improvements. This review will be for aesthetic purposes (e.g., height, architectural detail, materials, and colors) and does not replace the building permit review and approval by the Town. The Town agrees that it will not establish an architectural review body during the term of this Agreement that replaces or duplicates the jurisdiction of the ARB as reserved under this paragraph.

For the purposes of this Section 12(B), the term "Affiliate" means any corporation, limited liability company, partnership or other person or entity which directly or indirectly owns all or part of the applicable property-owning entity, or which is directly or indirectly owned in whole or in part by the property-owning entity, or by any partner, shareholder, or owner of the property-owning entity, as the case may be, as well as any subsidiary, affiliate, or other individual, or entity who now or hereafter bears a relationship to the property-owning entity, as described in Section 267(b) of the Internal Revenue Code.

#### C. OPEN SPACE

1. The Property Owner agrees to preserve portions of the Real Property as Open Space pursuant to Section 6-12 of the Town's Land Development Regulations. Open Space shall be designated on each plat submitted to the Town for final plat approval.

2. Dedication of Open Space. The Property Owner may convey portions of the Open Space to: (1) the Town, upon the Town's agreement to accept such Open Space; or (2) one or more qualified organizations under 26 U.S.C. Section 501(c)(3) in a form required by state or federal law and may subsequently transfer all or portions of such Open Space to such entity. The Property Owner will at all times reserve to itself, its successors, and assigns water rights, easements for access and infrastructure purposes (e.g.: roads, walkways, paths, drainage, utility easements and rights of way) necessary, convenient, or desirable for the Development. Notwithstanding the foregoing, the portion of the Real Property designated as "District 2 – The Civic Park", which constitutes a portion of the Open Space as required by Section 6-12 of the Town's Land Development Regulations, shall be donated and conveyed to the Town upon substantial completion (i.e. certificate of occupation and operation), whereafter the Town and/or the Town's Recreation Department shall be responsible for all management, maintenance, and operation expenses from that day forth.

#### D. FLEXIBILITY OF USES AND TRACTS

The Conceptual Land Use Plan, attached as Exhibit B, of the Project must maintain flexibility to accommodate specific soil conditions, environmental concerns, physical constraints, market conditions, and design parameters. Accordingly, the exact location of boundary lines between tracts, the location and size of land uses indicated within the planned areas, and the preliminary design concepts shall be subject to change as phases of the Conceptual Land Use Plan are submitted for final plan review over the life of the Project; provided, however, that the maximum densities and allowed land uses set forth in this Ordinance shall be strictly adhered to.

#### E. SUBDIVISION PLAN REVIEW AND APPROVAL

Preliminary Plans and Final Plats for each phase of the Development shall be submitted for review and approved at staff level by the Town Administrative Officer pursuant to the provisions of Current Regulations. Furthermore, Town agrees that it shall review all Preliminary Plans and/or Final Plans within the time frames set forth in the Current Regulations, if any.

13. Facilities, Services and Public Uses. Although the nature of this long-term project prevents the Property Owner from providing exact completion dates, the general phases of construction and Development are set forth in Paragraph 15 and described in Exhibit C attached hereto. The Property Owner certifies that the following services and Facilities will be in place (or if not fully in place, the cost of construction fully bonded or letter of credit posted pursuant to the Current Regulations) at the times provided herein, and as to roads, sewer, and water infrastructure, prior to the approval of the final plat for the applicable phase of Development. Subject to compliance with applicable Laws, all provisions of this Agreement and prior approval of construction plans by the Town or other applicable governmental entity, the Town hereby authorizes the Property Owner, on its own or through its affiliated companies, to install the Facilities. Notwithstanding any provision herein to the contrary, the Property Owner hereby assures the Town that adequate Facilities shall be available concurrent with the impacts of Development.

(a) Rights-of-Way/Easement. The Property Owner shall at its expense develop and provide roads and other related infrastructure within the Project and pursuant to and at such time required by the development plans for the Project and the Current Regulations. Such Facilities may be transferred by the Developer to Berkeley County or SCDOT, subject to proper dedication

and acceptance by governmental entity, or POA, as required by recorded restrictive covenants. Following any such dedication or conveyance, the applicable governmental entity or the POA, as applicable, will have ownership and maintenance responsibility of such Facilities.

In the event that roads, sidewalks, landscaping, streetlights, or stormwater facilities are to be dedicated to an POA, the restrictive covenants applicable to all property within the Development shall include a statement that such facilities within the Development are privately owned and maintained facilities that are not maintained by the Town, Berkeley County, SCDOT, or any other governmental entity and will not be maintained by any such governmental entity in the future, and that the POA has the sole responsibility for the maintenance of such facilities and the funding thereof.

(b) Water and Sewer. Subject to approval by the South Carolina Department of Environmental Services (“SCDES”), the service and Facilities for water and sewer, shall be provided by the Berkeley County Water and Sanitation Authority (“BCWSA”).

(c) Stormwater. Stormwater facilities shall be maintained by the Property Owner; however, Property Owner has the right to assign such maintenance responsibilities to the Property Owners’ Association.

(d) Civic Park. The Property Owner shall, at its expense, develop the following recreation facilities, which comprise the “Civic Park,” as further described in the Development Guidelines: (1) multi-use path leading into the Civic Park, with portions consisting of a multimodal path wide enough for two ways of golf cart travel and a serene nature walk along the Civic Park’s pond feature (the “Trails”); (2) one full-size basketball court (the “Basketball Court”); (3) two baseball fields, one youth-size (200-foot minimum fence distance) and one regulation-size (225-foot minimum fence distance), all with adequate space for seating (together, the “Baseball Fields”); (4) one pavilion, consisting of open unairconditioned structures with picnic-style seating (the “Pavilion”); and (5) a restroom facility (the “Restrooms”). The design and materials of the Civic Park facilities shall be substantially similar to the Town’s Regional Recreation Complex. Final construction plans for the facilities to be included within the Civic Park shall be subject to final approval by the Town, which approval shall not be unreasonably conditioned, delayed, or withheld. Upon the completion of the Civic Park and the issuance of a certificate of occupancy therefor, the Town shall accept dedication of such facilities and shall thereafter be responsible for the management, maintenance, and operation thereof.

(e) Acceptance of Facilities. Except as otherwise set forth above, the Facilities described in this Section 13 will be accepted by the Town or other applicable governmental entity pursuant to the applicable provisions of the Town’s code of ordinances or applicable ordinances, laws, or regulations of such other governmental entity, upon tender by the Developer, provided said Facilities are designed for construction in accordance with the specifications approved by the applicable governmental entity, and provided further that the Facilities, as built, are constructed in accordance with applicable provisions of the Town’s code, are in good condition, and not subject to any monetary lien.

#### 14. Traffic Considerations.

(a) Planning. Long-term planning is essential to assuring safe and convenient ingress and egress for the Project. It is equally essential that this planning may be done on a regional basis, which includes other significant developments that are either underway, or soon to commence. The Property Owner is working and will continue to work with all appropriate planning agencies to ensure that the safe ingress and egress for the Project and the surrounding community is addressed.

(b) Future Road Improvements. The Parties agree that in order to more effectively accommodate the vehicular traffic associated with the known development plans for the region, including the Project, additional road improvements shall be a top priority. Prior to approval of the preliminary plat for the first phase of Development upon the Property, a traffic impact analysis (“TIA”) with respect to the Project shall be prepared at the cost and expense of Developer. Such traffic improvements recommended in the TIA shall be completed by Developer at or prior to such time it is necessary to support the traffic generated by the Development of the Project, as more particularly set forth in the TIA. The TIA shall be updated with each phase of the Project prior to the approval of the preliminary plat or the site plan approval.

15. Median Plantings. In order to assist the Town with its efforts on landscaping the medians on Highway 52 (the “Median Work”), Property Owner agrees to contribute Seventy-Five Thousand and No/100 Dollars (\$75,000.00) (the “Landscaping Contribution”), which shall be paid within thirty (30) days of receipt of notification from the Town that it has obtained an encroachment permit to install the landscaping. The design of the Median Work shall substantially comply with the Town’s standard template for landscaped medians, which is attached as Exhibit H hereto. The Town shall be responsible for the completion of the Median Work, which the Town shall cause to be completed within one hundred twenty (120) days of receipt of the Landscaping Contribution. To the extent the Landscaping Contribution exceeds the Town’s costs for completing the Median Work, the remaining funds will be used for public improvements or maintenance for the Project, as determined in the Town’s sole and absolute discretion.

16. Ownership of Road Improvements. Those road improvements described in Section 14(b) above that are eligible for dedication to Berkeley County or SCDOT, as applicable, shall be constructed in accordance with Berkeley County or SCDOT specifications and standards, as applicable. The ownership and maintenance responsibility of those roads that are eligible for dedication to Berkeley County or SCDOT shall be transferred by the Developer to Berkeley County or SCDOT, as applicable, subject to proper dedication and acceptance by such governmental entity. Following any such dedication or conveyance, the applicable governmental entity will have ownership and maintenance responsibility of such road improvements.

In the event that roads, sidewalks, landscaping, streetlights, or stormwater facilities are to be dedicated to an POA, the restrictive covenants applicable to all property within the Development shall include a statement that such facilities within the Development are privately owned and maintained facilities that are not maintained by the Town, Berkeley County, SCDOT, or any other governmental entity and will not be maintained by any such governmental entity in the future, and that the POA has the sole responsibility for the maintenance of such facilities and the funding thereof.

17. Schedule for Project Development.

(a) Commencement Date. The Project will be deemed to commence Development upon the Effective Date.

(b) Thresholds for Project Development. The various components of the Project shall be developed in accordance with the Development Guidelines under the following thresholds:

- (i) The Property Owner or assigns may commence Development of the commercial components of the Project upon the Town's approval of a commercial site plan pursuant to the Current Regulations.
- (ii) The Property Owner or assigns may be issued building permits for, and carryout the construction of, the 78 Dwelling Units of the residential components of the Project only upon the Town's approval of a final subdivision plat for the Project pursuant to the Current Regulations.
- (iii) The Property Owner or assigns may be issued certificates of occupancy for the first 40 of such 78 Dwelling Units (as referenced in clause (ii) above) only upon the achievement of the following thresholds: (1) the completion of grading for all areas contained within the Civic Park and all commercial components of the Project; and (2) the issuance by the Town of a building permit for the construction of not less than 20,000 square feet of commercial buildings within the commercial components of the Project.
- (iv) The Property Owner or assigns may be issued certificates of occupancy for the next 20 of such 78 Dwelling Units (as referenced in clause (ii) above) only upon the achievement of the following thresholds: (1) the construction and issuance of certificates of occupancy for the Basketball Court, the Baseball Fields, the Pavilion, and the Restrooms; and (2) the inspection and approval of the foundation for commercial buildings comprising not less than 20,000 square feet within the commercial components of the Project.
- (v) The Property Owner or assigns may be issued certificates of occupancy for the final 18 of such 78 Dwelling Units (as referenced in clause (ii) above) only upon the achievement of the following thresholds: (1) the completion of the construction of commercial building shells comprising not less than 20,000 square feet within the commercial components of the Project, and the Town's issuance of a certificate of completion therefor; and (2) the completion of construction of the Trails or the Property Owner's delivery to the Town of a performance bond in accordance with the bond requirements of the Current Regulations.

(c) Disclosure of Development Thresholds. The final plat for the Project shall include the following statement notifying purchasers of Lots or Undeveloped Land within the Project of the development thresholds set forth in this Section 17(b):

The property shown hereon is subject to the terms of a Village Square Development Agreement by and between the Town Of Moncks Corner, South Carolina, and STYO Development, LLC, dated as of [\_\_\_\_], 20[\_\_\_\_], and recorded on [\_\_\_\_], 20[\_\_\_\_]

in the Office of the Berkeley County Register of Deeds at book [ ], page [ ] (the “Development Agreement”). Under the terms of the Development Agreement, the Property Owner (as defined in the Development Agreement) is required to achieve certain thresholds for the development of the Project (as defined in the Development Agreement) prior to the Town issuing certificates of occupancy for certain numbers of residential units constructed within the Project. Reference is made to the terms of the Development Agreement for a complete description of such thresholds and restrictions, and purchasers of Lots and Undeveloped Land within the Project are subject to such restrictions on the issuance of certificates of occupancy.

(d) Completion Date. The Property Owner projects that by the end of the year 2031 the Project should be substantially completed (i.e., essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses).

18. Term of the Agreement. The Term of this Agreement shall commence on the date this Agreement is executed by the Town and Property Owner and terminate five (5) years thereafter (the “Termination Date”).

19. Amending or Canceling the Agreement. Subject to the provisions of S.C. Code Section 6-31-80, this Agreement may be amended or canceled in whole or in part only by written mutual consent of the Parties or by their successors in interest.

Any amendment to this Agreement shall comply with the provisions of S.C. Code Section 6-31-10, et seq. Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld. A major modification of this Agreement shall occur only after public notice and a public hearing by the Town.

20. Modifying or Suspending the Agreement. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

21. Periodic Review. The Town Administrator or their designee shall review the Project and this Agreement at least once every twelve (12) months, at which time the Property Owner shall demonstrate good-faith compliance with the terms of this Agreement.

If, as a result of its periodic review or at any other time, the Town finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the Town shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Property Owner a commercially reasonable time in which to cure the material breach.

In no event shall Property Owner be allotted less than thirty (30) days to cure as provided by this Section 19. However, if the Property Owner fails to cure any material breach within the

time given, then the Town unilaterally may terminate or modify this Agreement; provided that the Town has first given the Property Owner the opportunity: (1) to rebut the Town's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the Town with respect to the findings and determinations.

22. Severability. Subject to the provisions of S.C. Code Section 6-31-150, if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

23. Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement. 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, this is not to be construed as a waiver of attorney-client privilege or the right of the Town to determine the manner or extent to which the Town may defend such action or incur any expense in doing so.

24. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

25. Remedies. Each Party recognizes that the other Party would suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law exists to enforce this Agreement. Consequently, the Parties agree that any nonbreaching Party who seeks enforcement of the Agreement is entitled to the remedies of injunction and specific performance but not to any other legal or equitable remedies including, but not limited to, damages; provided, however, the Property Owner shall not forfeit its right to just compensation for any violation by the Town of Property Owner's Fifth Amendment rights. The Town will look solely to the Property Owner as to any rights it may have against the Property Owner under this Agreement, and hereby waives any right to assert claims against limited partners or members of the Property Owner, and further agrees that no limited partner, member, agent, officer, employee or representative of the Property Owner has any personal liability under this Agreement. Likewise, Property Owner agrees to look solely to the Town as to any rights it may have against the Town under this Agreement, and hereby waives any right to assert claims for personal liability against individuals acting on behalf of the Town, including employees, its Town Council members, agencies, boards, or commissions.

26. Recording. Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with Berkeley County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

27. Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities who are not Parties or successors and assigns to this Agreement.

28. Town Approval of Agreement. The Town Council has approved the Project under the process set forth in S.C. Code Section 6-31-50 of the Act on the terms and conditions set forth in this Agreement.

29. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of the Property Owner in the ownership or Development of any portion of the Real Property or the Project. Except for the purchasers of Lots containing improved or constructed Units within single-family residential subdivisions within the Development, a purchaser, lessee or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred upon the execution, recording, and delivery to the Town of an Assignment (as defined herein). Assignees of Development Parcels shall be required to execute a written acknowledgment accepting and agreeing to the Property Owner's obligations in this Agreement (an "Assignment") in substantially similar form to Exhibit G attached hereto, with such Assignment being in recordable form and provided to the Town at the time of the recording of any deed transferring a Development Parcel to that Assignee. To the extent that an Assignee is responsible for the construction or installation of Facilities that are to be located outside of the applicable Development Parcel that the Property Owner is otherwise obligated to construct or install under this Agreement, the Assignment shall specify the Facilities, if any, for which the Assignee shall be responsible. Upon delivery of an Assignment, Property Owner shall be released of any further liability or obligation with respect to said Development Parcel and any other liability or obligation specified in such Assignment.

This paragraph shall not be construed to prevent Property Owner from obtaining indemnification of liability to the Town from third parties; provided, however, no such indemnification shall relieve the Property Owner of liability or obligations hereunder. Further, Property Owner shall not be required to notify the Town or obtain the Town's consent with regard to the sale of Lots in single-family residential subdivisions, Lots in commercial areas or Lots in industrial areas that have been platted and approved in accordance with the terms of this Agreement. Property Owner shall be released from obligations with respect to Lots within the Development upon the sale thereof and delivery of an Assignment.

This Agreement shall also be binding on the Town and all future Town Councils for the duration of this Agreement, even if the Town Council members change.

(b) Transfer of Project. Property Owner shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following exceptions:

(i) Notice of Property Transfer. If the Property Owner intends to transfer all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes, or accepts all or a portion of the liabilities and obligations of, the "Property Owner" under and within the meaning of this Agreement, Property Owner shall notify the Town by written notice and provide it a copy of the Assignment of such status as the "Property Owner" within thirty (30) days of the intended transfer.

(ii) Transfer of Facility and Service Obligations. If the Property Owner transfers any portion of the Real Property on which the Property Owner is required to

provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Real Property conveyed, then the Property Owner shall be required to obtain an Assignment from purchaser expressly assuming all such separate responsibilities and obligations with regard to the parcel conveyed and the Property Owner shall record such Assignment and provide a copy of such Assignment to the Town.

(iii) Assignment of Development Rights. Any and all conveyances of any portion of the Real Property subject to the intensities/square footage set forth in Section 12A herein to third party developers shall, by written agreement in substantially the same form as Exhibit G, assign a precise number of residential units, commercial/office square footage, and/or industrial square footage, as applicable. The Property Owner shall notify the Town within thirty (30) days of the intended conveyance of the property, provide the Town the applicable documents assigning the development rights to the transferee, and record the same in the office of the Berkeley County Register of Deeds.

(iv) Mortgage Lenders. Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this Section shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Real Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Real Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to the Property owner.

(c) Release of Property Owner. In the event of conveyance of all or a portion of the Real Property and compliance with the conditions set forth herein, including the delivery of an Assignment to the Town, the Property Owner shall be released from any further obligations with respect to this Agreement as to the portion of Real Property so transferred, and the transferee shall be substituted as the Property Owner under the Agreement as to the portion of the Real Property so transferred.

(d) Estoppel Certificate. Upon request in writing from an assignee or the Property Owner to the Town sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the Town will provide a certificate (the "Certificate") in recordable form that solely with regard to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The Town will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the Certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

The Certificate issued by the Town will be binding on the Town in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. No claim or action to enforce compliance with this Agreement may be brought

against the Property Owner or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property for which the Town Administrator, Town Community Development Director, or other Town department head has actual knowledge thereof except as otherwise described in the Certificate.

Provided that such request is delivered in the same manner as other notices hereunder pursuant to Section 28(h) hereof, if the Town does not respond to such request within thirty (30) days of its receipt, the portion of the Real Property described in the request will be deemed in compliance with all of the covenants and terms of this Agreement. A certificate of such conclusion may be recorded by the Property Owner, including a copy of the request and the notice of receipt and it shall be binding on the Town as of its date. Such notice shall have the same effect as a Certificate issued by the Town under this Section.

30. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit A hereto and shown on Exhibits A-1 attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

(b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(c) Mutual Releases. At the time of, and subject to (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without any appeal having been filed or (ii) the final determination of any court upholding this Agreement, whichever occurs later, and excepting the parties' respective rights and obligations under this Agreement, Property Owner, on behalf of itself and Property Owner's partners, officers, directors, employees, agents, attorneys, consultants, hereby releases the Town and the Town's council members, officials, employees, agents, attorneys and consultants, and the Town, on behalf of itself and the Town's council members, officials, employees, agents, attorneys and consultants, hereby releases Property Owner and Property Owner's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Agreement in connection with the Real Property or the application, processing or approval of the Project; provided, however, that each party shall not be released from its continuing obligation to comply with the law, including the Current Regulations.

(d) State and Federal Law. The Parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event State or federal laws or regulations prevent or preclude compliance with one or more provisions of the development agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with State or federal laws or regulations. The Parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

(e) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the Town Council through the adoption of a resolution, no officer, official or agent of the Town has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the Town by making any promise or representation contained herein. Any amendments are subject to Paragraph 17 herein.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

(g) Attorney's Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeal or rehearings, the prevailing Party shall be entitled to receive from the other party thereto reimbursement for all reasonable attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified herein.

(h) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the Town:

Mayor of Moncks Corner  
(P.O. Box 700)  
118 Carolina Avenue  
Moncks Corner, SC 29461

With copies to:

Moncks Corner Town Administrator  
(P.O. Box 700)  
118 Carolina Avenue  
Moncks Corner, SC 29461

To the Property Owner:

STYO Development, LLC  
Attn: Chis Young  
2001 Helm Avenue  
North Charleston, SC 29405

With copy to:

R. Stewart Miller, Jr.

Burr & Forman LLP  
2411 N. Oak Street, Suite 206  
Myrtle Beach, SC 29577

(i) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

[SEPARATE SIGNATURES PAGES ATTACHED]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written.

Witness:

TOWN OF MONCK'S CORNER

\_\_\_\_\_

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

Thomas J. Hamilton, Mayor

\_\_\_\_\_

Attest: Marilyn M. Baker, Clerk of Council

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

ACKNOWLEDGMENT

The within instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the Town of Moncks Corner, by Thomas J. Hamilton, its Mayor, and attested to by Marilyn M. Baker, its Clerk of Council.

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Notary Public for South Carolina

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBITS**

Exhibit A: Legal Description

Exhibit A-1: Boundary Survey

Exhibit B: Conceptual Land Use Plan

Exhibit C: Development Schedule

Exhibit D: The Town of Moncks Corner Land Development Regulations Ordinance

Exhibit E: Development Agreement Ordinance

Exhibit F: Village Square Planned Development Guidelines

Exhibit G: Form Partial Assignment

Exhibit A  
Legal Description

ALL THAT CERTAIN piece, parcel, or lot of land, with any improvements thereon, situate, lying, and being in the Town of Moncks Corner, Berkeley County, State of South Carolina, shown and depicted on a plat by Parker Land Surveying, LLC entitled, "BOUNDARY PLAT OF TMS NO. 162-00-01-017, LOCATED IN THE TOWN OF MONCK'S CORNER, CURRENTLY OWNED BY MOSS GROVE PLANTATION A/P BERKELEY COUNTY, SOUTH CAROLINA," dated May 15, 2025, revised July 25, 2025, and recorded August 13, 2025 in the Register of Deeds Office for Berkeley County as Instrument 2025026844.

Metes and Bounds:

TO FIND THE POINT OF COMMENCEMENT LOCATE THE CENTERLINE INTERSECTION OF GAILLARD ROAD AND HIGHWAY 52, THENCE RUNNING IN A NORTHERLY DIRECTION OR APPROXIMATELY 2,260 FEET, A POINT, (POC1) THENCE RUNNING S85°25'05"W FOR A DISTANCE OF 153.57' TO A #5 IRON REBAR FOUND AT BENT BASE; THENCE N09°19'12"W FOR A DISTANCE OF 717.50' TO AN IRON ROD SET - MAGNAIL IN BASE OF TREE; THENCE N09°46'19"W FOR A DISTANCE OF 1618.79' TO A 1" IRON PIPE FOUND; THENCE N89°59'39"E FOR A DISTANCE OF 137.49' TO A #5 IRON REBAR FOUND; THENCE N22°19'43"E FOR A DISTANCE OF 138.39' TO A #5 IRON REBAR FOUND; THENCE N14°39'54"E FOR A DISTANCE OF 143.61' TO A #5 IRON REBAR FOUND; THENCE N53°48'27"E FOR A DISTANCE OF 474.74' TO A #6 IRON REBAR FOUND; THENCE N71°10'18"E FOR A DISTANCE OF 50.80' TO A #5 IRON REBAR FOUND; THENCE N62°51'05"E FOR A DISTANCE OF 174.61' TO A #5 IRON REBAR FOUND; THENCE N61°25'49"E FOR A DISTANCE OF 27.51' TO A #6 IRON REBAR FOUND; THENCE N71°18'48"E FOR A DISTANCE OF 213.81' TO A #6 IRON REBAR FOUND; THENCE S69°03'44"E FOR A DISTANCE OF 30.17' TO A #6 IRON REBAR FOUND; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 3070.46', WITH A RADIUS OF 7789.50', WITH A CHORD BEARING OF S09°53'16"W, WITH A CHORD LENGTH OF 3050.62', WITH A DELTA ANGLE OF 22°35'05" TO A #6 IRON REBAR FOUND; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1,365,939 SQUARE FEET (31.358 ACRES) MORE OR LESS.

TMS No.: 162-00-01-017

Exhibit A-1  
Boundary Survey

"BOUNDARY PLAT OF TMS NO. 162-00-01-017, LOCATED IN THE TOWN OF MONCKS CORNER, CURRENTLY OWNED BY MOSS GROVE PLANTATION A/P BERKELEY COUNTY, SOUTH CAROLINA," dated May 15, 2025, revised July 25, 2025, and recorded August 13, 2025 in the Register of Deeds Office for Berkeley County as Instrument 2025026844.

Exhibit B  
Conceptual Land Use Plan

Exhibit C  
Development Schedule

N/A – not to exceed five (5) years.

Exhibit D  
Town of Moncks Corner Land Development Regulations

The Town of Moncks Corner Land Development Regulations Ordinance, adopted October 16, 2012, as amended through the date of this Development Agreement. A complete published copy being included herewith.

Exhibit E  
Development Agreement Ordinance

Exhibit F  
Village Square Planned Development Guidelines

Exhibit G  
Form Partial Assignment

STATE OF SOUTH CAROLINA ) ) COUNTY OF BERKELEY )	) ) )	<b>PARTIAL ASSIGNMENT AND          ASSUMPTION OF RIGHTS AND          OBLIGATIONS UNDER          DEVELOPMENT AGREEMENT</b>
--	-------------	---

This **PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT** (“Partial Assignment and Assumption”) is dated as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between STYO Development, LLC, a South Carolina limited liability corporation (“Assignor”) and \_\_\_\_\_ (“Assignee”).

R E C I T A L S:

**WHEREAS**, on or about \_\_\_\_\_, Assignor entered into that certain Village Square Development Agreement (“Development Agreement”) with the Town of Moncks Corner, South Carolina (the “Town”), incident to the future development of approximately thirty-one and three tenths (31.30) acres of real property, as further described on Exhibit “A” attached to the Development Agreement (the “Property”), which Development Agreement was recorded in the Office of the Register of Deeds of Berkeley County, South Carolina (the “ROD”) in Volume \_\_\_\_ at Page \_\_\_\_; and

**WHEREAS**, simultaneously herewith, Assignor conveyed approximately \_\_\_\_\_ (\_\_\_\_) acres of real property (the “Transferred Property”) as more particularly described on the attached Exhibit “A”, which is attached hereto and incorporated herein by reference; and

**WHEREAS** it is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume certain rights, privileges and obligation under the terms of the Development Agreement applicable to certain real property described the Transferred Property, thus necessitating the preparation and execution of the within Partial Assignment and Assumption.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy whereof is herewith acknowledged, the parties hereby agree as follows, to wit:

1. Partial Assignment and Assumption of Rights Privileges and Obligations Applicable to the Transferred Property Pursuant to the Development Agreement. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, all of Assignor’s rights, privileges and obligations as described in the Development Agreement with respect to \_\_\_\_\_ (\_\_\_\_) acres with a \_\_\_\_\_ density not to exceed \_\_\_\_\_ (as further described in Section 12.A of the Development Agreement) (the “Allocated Rights”). Assignee hereby assumes and agrees to perform all of Assignor’s rights, privileges and obligations as described in the Development Agreement, applicable to the Transferred Property, including without limitation, the Assumed Obligations (as defined below). Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof and to develop the Transferred Property in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns.

2. Assumed Obligations. In connection with this Partial Assignment and Assumption, Assignee agrees to assume, and release Assignor from any liability for, the following obligations (the “Assumed Obligations”) arising under the Development Agreement:

- (i) \_\_\_\_\_

(ii) \_\_\_\_\_

3. Default and Enforcement of Provisions. As provided in Section 25 of the Development Agreement and as herein provided, upon the failure of Assignor or Assignee to comply with the terms of the Development Agreement and this Partial Assignment and Assumption incident to the Property, the non-defaulting party may pursue the remedies of injunction and specific performance, but not any other legal or equitable remedies, including, but not limited to, damages.

4. Indemnification. Assignee agrees to indemnify, defend and hold harmless Assignor, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages, and reasonable attorney fees arising out of any breach by Assignee of the Development Agreement from and after the Closing Date, including without limitation the Assumed Obligations set forth in Section 2 hereof.

5. Notices. Any notice, demand, request, consent, approval or communication among any of the parties hereto shall be in writing and shall be delivered or addressed as provided under Section 30(h) of the Development Agreement and shall also be addressed as follows:

As to Assignee:

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

To Assignor:

STYO Development, LLC  
Attn: Chris Young  
2001 Helm Avenue  
North Charleston, SC 29405

With copy to:

R. Stewart Miller, Jr.  
Burr & Forman LLP  
2411 North Oak Street, Suite 206  
Myrtle Beach, SC 29577

6. Binding Effect. This Partial Assignment and Assumption shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

7. Governing Law. The within Partial Assignment and Assumption shall be interpreted and construed and conform to the laws of the State of South Carolina.

8. Reaffirmation of Terms. All other terms, conditions, rights and privileges contained in the Development Agreement not specifically referenced herein shall remain in full force and effect and binding upon the parties hereto and their successors and assigns.

**IN WITNESS WHEREOF**, the parties have caused this Partial Assignment and Assumption to be duly executed as of the date set forth above.

Witness	<u>ASSIGNEE:</u>
_____	_____
_____	By: _____
_____	Its: _____

STATE OF SOUTH CAROLINA )	
)	ACKNOWLEDGMENT
COUNTY OF BERKELEY )	

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named \_\_\_\_\_, by \_\_\_\_\_, its \_\_\_\_\_, sign and seal the within written Development Agreement, and as the act and deed of \_\_\_\_\_ deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public for South Carolina

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

Witness:

STYO DEVELOPMENT, LLC

\_\_\_\_\_

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

Name: Chris Young

Its: Manager

\_\_\_\_\_

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF BERKELEY )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named STYO Development, LLC, by Chris Young, its Manager, sign and seal the within written Development Agreement, and as the act and deed of STYO Development, LLC deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public for South Carolina

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

Exhibit A to Assignment and Assumption  
Transferred Property

Exhibit H  
Town's Standard Template for Median Work

**AN ORDINANCE TO ANNEX REAL PROPERTIES LOCATED ALONG US-52 HIGHWAY, TMS # 162-00-01-029, 162-00-01-020, 162-02-00-019, 162-02-00-017, 162-02-00-015 INTO THE CORPORATE LIMITS OF THE TOWN OF MONCKS CORNER, TO RE-CLASSIFY SAID PROPERTY FROM FLEX-1, AGRICULTURAL DISTRICT (BERKELEY COUNTY) TO PD, PLANNED DEVELOPMENT DISTRICT (MONCKS CORNER), AND TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF MONCKS CORNER TO SO REFLECT**

**WHEREAS**, a proper petitions have been filed with the Town Council by 100 percent of the freeholders owning 100 percent of the assessed value of the contiguous property hereinafter described petitioning for annexation to the Town under the provisions of S.C. Code Section 5-3-150(3); and

**WHEREAS**, the area to be annexed also includes any rights-of-way, roads, or railroad tracks located adjacent to the described property; and

**WHEREAS**, a request has been presented to the Moncks Corner Town Council by the owner of the property designated on the Tax Map Records of Berkeley County, South Carolina as TMS # 162-00-01-029, 162-00-01-020, 162-02-00-019, 162-02-00-017, 162-02-00-015 to subsequently re-classify portions of the property from Flex-1 – Agricultural District (Berkeley County) to PD – Planned Development (Moncks Corner); and

**WHEREAS**, it is necessary and desirable to reclassify said property from Flex-1 – Agricultural District (Berkeley County) to PD – Planned Development (Moncks Corner); and

**WHEREAS**, the conditions to be placed upon this parcel are described as follows:

1. All standards and regulations described in Exhibit A – PD Document shall prevail.
2. Any standard or regulation not specified within Exhibit A shall default to the Zoning Ordinance and Land Development Regulations of the Town of Moncks Corner.

**NOW, THEREFORE, BE IT ORDAINED** and ordered by the Mayor and Town Council of the Town of Moncks Corner, South Carolina, in Council duly assembled on this 21st day of April, 2026, that the property herein described is hereby annexed to and becomes a part of the Town of Moncks Corner effective immediately; and

**BE IT FURTHER ORDAINED** that the property herein described shall be zoned PD – Planned Development; and

**BE IT FURTHER ORDAINED** that the official zoning map of the Town of Moncks Corner be, and the same hereby is, amended to so reflect.

**ORDINANCE NO. 2026-\_\_ CONTINUED:**

**FIRST READING:** September 16, 2025

**SECOND READING :** April 21, 2026

\_\_\_\_\_  
Thomas J. Hamilton Jr., Mayor

Attest:

\_\_\_\_\_  
Marilyn M. Baker, Clerk to Council

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

Approved As To Form:

\_\_\_\_\_  
James E. Brogdon, Jr., Town Attorney

# EXHIBIT A

## A Mixed Use Planned Development in the Town of Moncks Corner

Weathers Tract PD  
Berkeley County, South Carolina

**Prepared for:**  
Dream Finders Homes  
1510 N Highway 17  
Mount Pleasant, SC 29464

**Prepared by:**  
Stantec Consulting Services, Inc.  
4969 Centre Pointe Drive Suite 200  
North Charleston, SC 29418



# Table of Contents

- 1 Executive Summary..... 1**
- 2 Existing Conditions ..... 2**
- 3 General Site Description ..... 2**
- 4 Cultural and Natural Resources: Vegetation, Wetlands,  
Hydrology, & Soils..... 3**
- 5 Design Intent..... 3**
  - 5.1 Residential Development..... 4**
  - 5.2 Commercial and Retail Development ..... 6**
  - 5.3 Recreational Development..... 7**
  - 5.4 Wetland and Buffers ..... 8**
  - 5.5 Internal Roadway ..... 9**
    - 5.5.1 50’ Road Right of Way (No Parking)..... 9**
    - 5.5.2 50’ Access Right of Way (With Trail)..... 10**
  - 5.6 Lot Size Requirement ..... 10**
- 6 Proposed Development Schedule ..... 11**
- 7 Proposed Improvements..... 11**
- 8 Impacts and Coordination..... 12**
- 9 Site Utilities – Water, Sewer, & Hydrology..... 13**
- 10 Landscape Objectives ..... 13**
- 11 Homeowner’s Association ..... 15**
- 12 Traffic Impact Assessment ..... 16**
- Appendix A..... 17**



# 1 Executive Summary

Weathers Tract is a planned Development on US Highway 52, within the jurisdictions of either Berkeley County or Moncks Corner, South Carolina. The Project consists of five parcels, totaling approximately 96 acres.

The subject parcel is located along the Highway 52 corridor. The current zoning of the five parcels are as follows:

- TMS #: 162-00-01-029 (Issac Reid): HI - Heavy Industrial District
- TMS #: 162-00-01-020 (Adelaide Callum): HI - Heavy Industrial District
- TMS #: 162-00-01-017 (Wallace M Zada Rev Trust): HI - Heavy Industrial District
- TMS #: 162-02-00-019 (Carol Flarisee): HI - Heavy Industrial District
- TMS #: 162-02-00-015 (First Christian Church): HI - Heavy Industrial District

The site is mostly undeveloped, unoccupied, and wooded land with meandering wetlands. The preservation of wetlands serves as the basis of design as the development forms around these spaces to utilize them as natural features and natural buffers.

The concept design of Weathers Tract PD is intended to serve Moncks Corner by creating an organized growth of development with increased density along US Highway 52 as part of the Highway Commercial Overlay within the Town's Comprehensive Plan. The intent is to create a denser commercial and retail district along the highway corridor, which then turns into a residential with two housing types, Series A and Series B. Nested between these two districts will be a pickle ball facility accessible to the public from the wester retail/commercial district and from the eastern residential district.

Open spaces throughout the development will be publicly accessible, providing an opportunity to experience the preserved wetlands, water features, and a recreation space which will all be connected by an existing 10' trail system from the southern edge of the site and a series of sidewalks.

The concept for Weathers Tract contains 3 districts:

- I. Residential – The residential district will contain two single-family housing types, consisting of series A and series B.
- II. Commercial and Retail – The commercial and retail district will serve as the commercial and retail buffer of the highway commercial overlay within the comprehensive plan. This is roughly 8 acres of the overall project site dedicated to service based commercial businesses along the highway corridor.



- III. Recreation – The recreation district will provide the town with a new pickle ball complex for the public to utilize. This recreational facility will aid in the continued establishment of Moncks Corner as a recreation destination.

## 2 Existing Conditions

The five parcels comprising the site are currently zoned as Heavy Industrial District (HI) per Berkeley County zoning. Existing conditions of the land use are mostly undeveloped, unoccupied, and wooded land with meandering wetlands. See wetland exhibit in *Appendix, Exhibit 4* with corresponding letter of confirmed Approved Jurisdictional Determination, Exhibit 13. These five areas constitute the portions of the site proposed for development. The balance of the site is heavily wooded with a mixture of evergreen and deciduous trees with a railroad running north-south along the eastern portion of the site. Topographically, the site generally slopes southeast away from US-HWY 52.



Figure 2-1: Existing Zoning (Appx. Exhibit 2)

## 3 General Site Description

The subject property of Weathers Tract Development are located in *Table 3.1*. The properties are located in Berkeley County, South Carolina, off US-HW 52 and Ben Barron Lane. The site is shown in Appendix, Exhibits 1-5 emphasizing various surrounding contexts.

Table 3.1 Project Parcels

Tax Parcel #	Acreage	Current Zoning, Berkely County	Property Owner
162-00-01-029	29.68 acres	HI – Heavy Industrial District	Issac Reid
162-00-01-020	43.79 acres	HI – Heavy Industrial District	Adelaide Callum
162-02-00-017	18.74 acres	HI – Heavy Industrial District	Wallace M Zada Rev Trust
162-02-00-019	2.70 acres	HI – Heavy Industrial District	Carol Flarisee
162-02-00-015	1.1 acres	HI – Heavy Industrial District	First Christian Church
Subtotal=	96.01 acres		



## 4 Cultural and Natural Resources: Vegetation, Wetlands, Hydrology, & Soils

Per the completed wetland delineation, there are areas of the site which are considered wetlands. These areas are limited to low lying areas within the existing, forested areas listed as a Jurisdictional Wetlands with connecting Non-Jurisdictional Wetland or Features, and portions are intended to remain mostly preserved and with an average 20-foot undisturbed buffer adjacent to developed areas. The forested wetland areas are indicated on the map located in *Appendix, Exhibit 4*.

The Federal Emergency Management Agency (FEMA) Flood Map for the site indicates the site does not contain mapped flood zones. The flood map panel is located in *Appendix, Exhibit 5*.

Soils at the site are indicative of the area. Within the areas proposed for development, the United States Department of Agriculture, Natural Resource Conservation Service lists the predominant (accounting for over 70% of the site) soil types as Coxville fine sandy loam (poorly drained), Goldsborough loamy sand 0 to 2 percent slopes (moderately well drained), Ocilla loamy fine sand (somewhat poorly drained), and Duplin fine sandy loam 0 to 2 percent slope (moderately well drained). Goldsboro Loamy Sand 0 to 2 percent slope, Lenoir Fine Sandy Loam, Duplin Fine Sandy Loam 0 to 2 percent slope, Rains Fine Sandy Loam 0 to 2 percent slope, Ocilla Loamy Fine Sand, Byars Loam, Pantego Fine Sandy Loam, and Coxville Fine Sandy Loam.

## 5 Design Intent

The intent of the development is to produce a master-planned community to provide homes and services to support growth where anticipated to occur and in areas with existing infrastructure. The project will include a combination of single-family residential homes, recreation space, and commercial/retail uses.

Select natural wooded areas and wetlands throughout the site will be preserved. Existing vegetation may also be integrated into the screening buffer areas surrounding the residential portions of the development. Differing adjacent uses will be separated by buffer plantings.

Stormwater for development will be captured in multiple drainage features such as ponds and vegetated swales or buffers within the development. These features are to be enhanced around the

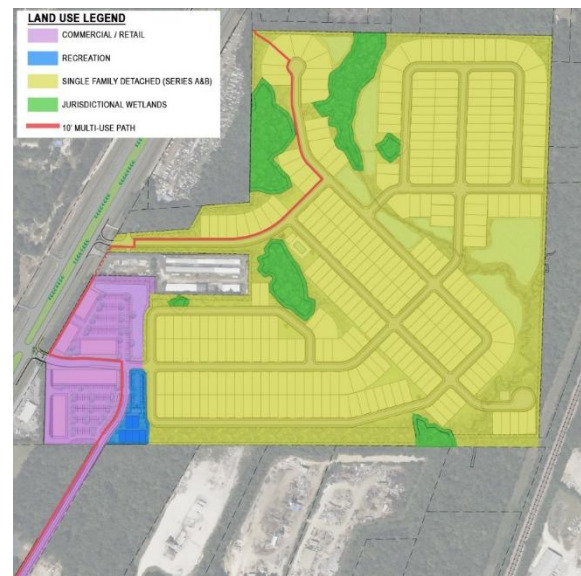


Figure 5-1: Proposed Planned Development Land Use (With Path) (Appx. Exhibit 6)



central amenity area which may include a pool, a club house, and a playground for use by the subdivision residents. There may be shared stormwater collection for certain portions of commercial development adjacent to residential areas as designed.

Proposed major ingress / egress points to the residential development will be provided by two separate access points along US-HWY 52 and an access right of way through the southern church parcel to serve as the main entrance on Ben Barron Ln. Access to the commercial development areas will be provided from two points, the southern access point along 52 and from Ben Barron Ln.

The intent of this project is illustrated in Figure 5-1 and described in detail below:

## 5.1 Residential Development

*Residential development* will consist of single-family detached units proposed with a maximum of 316 units. The following is an example of lot composition for single-family detached and listed in table below: 60 lots minimum Series A (19% of total) and 256 Series B (81% of total). See below Lot requirements for additional information.

*Table 5.1 Residential Unit Type Composition*

	<b>Minimum Number of Lots/Units Required</b>	<b>Maximum Number of Lots/Units Allowed</b>
Single Family Detached		
Series A	60	316
Series B	256	
Total Allowable Lots/Units (combined Series A & B)		316 Units



The total residential units proposed is 316 residential units at an average of 3.3 units per acre of the total project area. Lot coverage shall not exceed 75% to be comprised of a roof, driveway, patio, and accessory structure only and excludes walks.

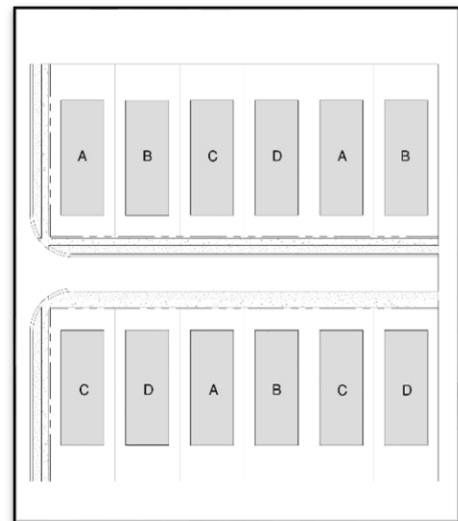
The proposed *Single family detached* architecture draws from the local Lowcountry vernacular, featuring broad porches, metal roof accents, lap siding, board and batten detailing, and double porches on select elevations. These elements are unified by a historic Charleston color palette, creating a cohesive collection of homes that pays homage to the traditional architecture of the Charleston area. To provide architectural diversity within the community, each floor plan offered will include four possible elevations, each incorporating the varying elements mentioned above.

To further support our commitment to architectural diversity within residential development, this community will adhere to the rule of 7, which states:

In order to avoid monotony of architectural design, there shall be no duplication of elevations substantially like any proposed neighboring dwelling. No building elevation shall be repeated across from, adjacent to, or diagonal to a similar building elevation on the same street (or an intersecting street in the case of a corner lot). On the same side of the street as the building in question, there shall be a minimum 2 lot gap between each similar building elevation. See *Figure 5-3*.



*Figure 5-2: Highlighting residential development location*



*Figure 5-3: Proposed unit layout*



## 5.2 Commercial and Retail Development

Commercial and retail development will occupy approximately 9 acres. The current plan allows for the potential of 70,000 gross square footage of commercial / retail space. The maximum amount of retail space shall be governed by the space constraints of the site, including but not limited to: buffers, setbacks, parking requirements, etc., with no maximum limits. However, the total amount of gross commercial / retail space shall be at least 50,000 SF within the entire area governed by this PD. Commercial and retail spaces should share similar characteristics to other new development in Moncks corner. The minimum design standard for the development shall match the architecture of newer commercial and retail development in the Town, as shown in *Figure 5-4*.



*Figure 5-4: Precedent commercial and retail developments in Moncks Corner*

Accepted uses shall be:

- Tailor shops
- Beauty shops and barbershops
- Laundry and dry cleaners
- Photographic Studios
- Copy services
- Banks and financial institutions
- Retail sale, excluding vape, tobacco, and pawn shops
- Business and professional offices
- Financial institutions, excluding title loan, pay day loan, and other predatory lending
- Personal service shops
- Limited wholesale activity



*Figure 5-5: Highlighting commercial and retail development location*



- Restaurants and bars
- Taprooms
- Taverns
- Amusement centers
- Hotels and motels
- Commercial and professional sports clubs and promoters
- Transportation services
- Groceries
- Medical offices
- Pharmacies
- Government buildings

### 5.3 Recreational Development

The *Recreational development* to be constructed by the developer and dedicated to the Town for ownership and maintenance. The parcel for the pickleball facility will be platted with phase one. The completion of the facility, including receipt of Certificate of Occupancy, prior to the final plat approval for phase two. The facility will occupy approximately 1.2 acres. This recreational development is anticipated to be for a pickleball complex comprised of courts, pavilion with bathrooms to be designed with Town signature architecture - matching the recreational complex, circulation paths, well-marked pedestrian crossings, timing mechanism, and associated parking. Anticipated regular use along with intermittent events and tournaments. The minimum design standard for the facility shall match the site plan as shown in *Figure 5-7* and the architecture as shown in *Figure 5-8*.

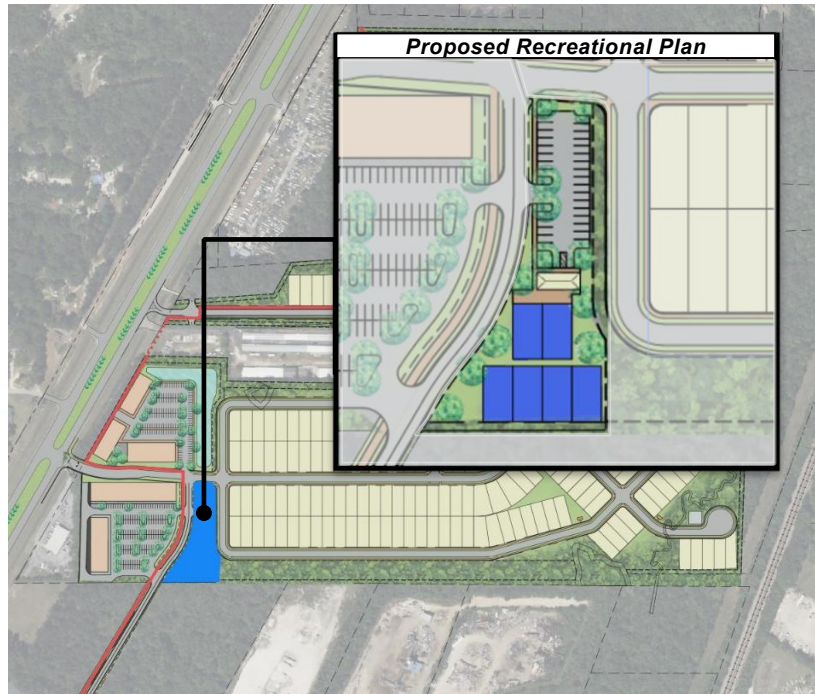


Figure 5-6: Highlighting recreational development location



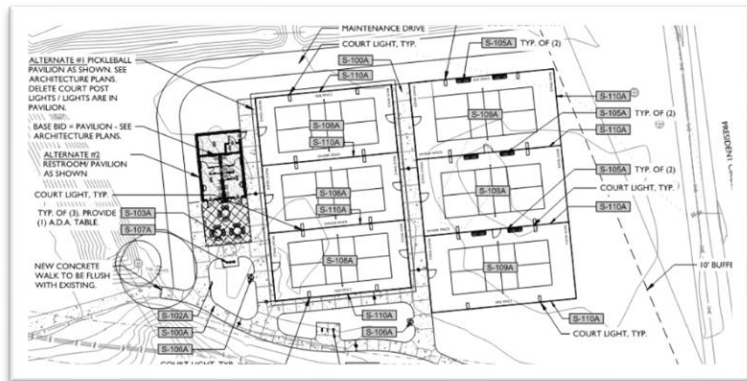


Figure 5-7: Precedent pickleball site plan



Figure 5-8: Moncks Corner recreational facility architecture

## 5.4 Wetland and Buffers

Within the development, 7.3 acres (2.2 acres of buffer and 5.1 acres of wetland) or approximately 7.6% will be set aside as preserved natural *wetland and buffers*. The wetland buffer requirement corresponds with jurisdictional wetlands only, not to include non-jurisdictional wetlands unless required by SCDES BCM, tributaries, and similar water features such as swales and ditches. All non impacted wetlands will be buffered. All impacted wetlands will be permitted by US Army Corps of Engineers and/or SCDES. All disturbed areas need to be stabilized with a planting style conducive to the Lowcountry and natural areas. All ponds to be protected with natural riparian buffer, planted to include wild grasses and native mix.



Figure 5-9: Shows location of wetlands and wetland buffers



## 5.5 Internal Roadway

*Internal roadways* are proposed with 50-foot right of ways. One type will service the residential and commercial areas of the site, and the other will service the recreational and commercial areas of the site while also providing a 10' trail system. Right of ways will be designed and constructed to Berkeley County standards with intended ownership and maintenance by Berkeley County where acceptable.



### 5.5.1 50' Road Right of Way

Figure 5-10: Transportation Plan (Appx. Exhibit 10)

The typical street Right of Way (ROW) for this development shall be fifty feet (50') in width. This 50' ROW includes twenty-two feet (22') of pavement (two 11' wide travel lanes), with two-foot (2') wide curb and gutter on both sides. This ROW will also include a six-foot (6') verge, a five-foot (5') sidewalk, with one foot (1') of extra space along both sides of the ROW throughout the development. See cross section and ROW location below. See cross section enlargement in *Appendix, Exhibit 11.1*.



Figure 5-11: Typ. Neighborhood Road Sections (Appx. Exhibit 11.1)



Figure 5-12: 50' Road ROW locations



### 5.5.2 50' Access Right of Way (With Trail)

The access Right of Way (ROW) for this development shall be fifty feet (50') in width adjacent to First Christian Church. This fifty-foot (50') ROW is intended to become a main entry and exit. The ROW includes twenty-two feet (22') of pavement (two 11' wide travel lanes), with two-foot (2') wide curb and gutter on both sides. This ROW will also include a five-foot (5') verge, ten-foot (10') sidewalk, and a five and a half foot (5.5') grass strip on one side and on the other side will include a three and a half foot (3.5') grass strip on the other side. See cross section and ROW location below. And see cross section enlargement in *Appendix, Exhibit 11.2*.



Figure 5-13: Typ. Neighborhood Road Sections (Appx. Exhibit 11.2)



Figure 5-14: Road ROW locations

## 5.6 Lot Size Requirements

Table 5.2 Lot Requirement Table

Lot Type	Lot Area (min.)	Lot Width (min)***	Lot Depth (min)	Front Building Setback*	Rear Building Setback*	Side Building Setback*	Corner Side Building Setback*
<b>Single Family Detached</b>							
Series A**	6600 SF	55 Feet**	120 Feet	25 Feet	15 Feet	7.5 Feet	7.5 Feet
Series B	5400 SF	45 Feet	120 Feet	25 Feet	15 Feet	7.5 Feet	7.5 Feet
<b>Commercial/ Retail</b>							
Lots along US – HW 52	n/a	n/a	n/a	15 Feet	15 Feet	10 Feet	10 Feet
<b>Recreation</b>	n/a	n/a	n/a	25 Feet	15 Feet	10 Feet	10 Feet



\* Note for setbacks: Stairs and HVAC units may encroach into the setback. Roof overhangs allowed in front setbacks; roof overhangs, meters, and electric panels allowed in the side and rear setbacks as long as projection is less than 18-inches of encroachment.

\*\* Lot width is defined at the midpoint of the lot. All side lot lines must be straight, along one bearing and be perpendicular to the ROW (plus or minus 5 degrees).

\*\*\* Lot width shall be measured at the setback line.

\*\*\*\* Side setback on corner lots shall be 7.5 feet on the long side and 15 feet setback on the short side.

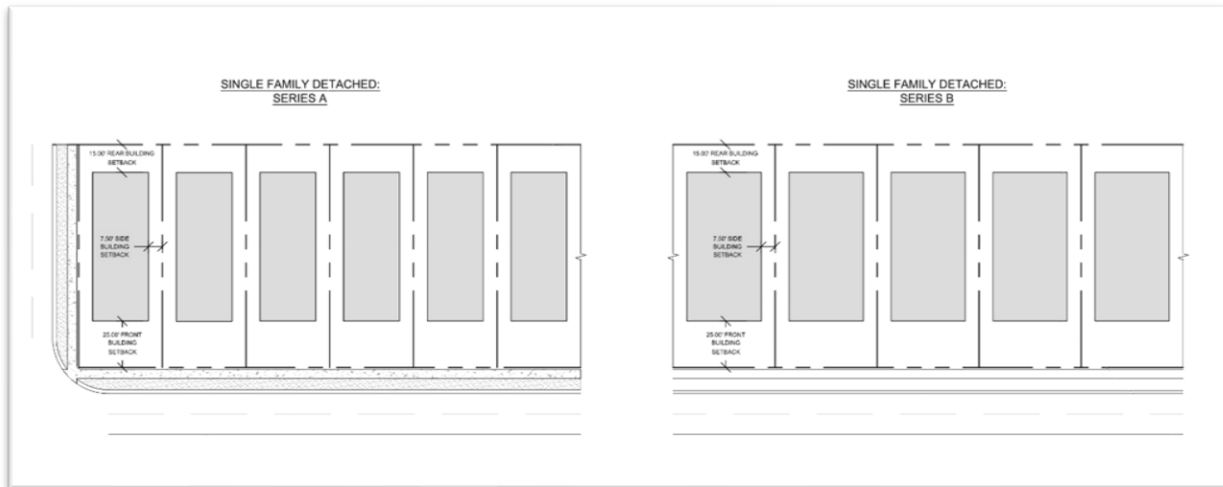


Figure 5-15: Showing building setback spacing for single family detached (Series A&B)

## 6 Proposed Development Schedule

The project will be developed in multiple phases with construction scheduled to commence for residential areas in 2026 and anticipated to continue through 2030. Development of commercial and recreational areas to be on separate time frame. The completion of the recreational facility, including receipt of Certificate of Occupancy, prior to the final plat approval for phase one.



Figure 6-1: Project Phasing Plan (Appx. Exhibit 9)

## 7 Proposed Improvements

It is intended for new roads proposed within the project will be constructed to the standards acceptable by Berkeley County for the intention of dedication to the County. The recreation space will be deeded to the



town for ownership and maintenance. All utility improvements will be designed and dedicated to the authorities having jurisdiction. Commercial parcels to be developed with off-street parking to be collectively provided and shared among businesses.

It is intended for street trees to be included in this development. See landscape objectives for more information.

All open space and common areas of residential space will be maintained by the community homeowner's association. The recreation space will be deeded to the town for ownership and maintenance. A sidewalk system will be incorporated into the right of way. A five-foot (5') wide concrete sidewalk will be installed on both sides of all roadways within the development, except for the fifty-foot (50') access ROW connecting to Ben Barron which will have a ten-foot (10') Town trail that shall be paved and extended through the community as proposed in, *Proposed Planned Development Land Uses (With Path)* exhibit, *Appendix, Exhibit 6* and



Figure 7-1: Trail and sidewalk locations

*Figure 7-1*. Sidewalks will be separated from the pavement with a minimum five-foot (5') grass strip. All sidewalks and trails shall be maintained by the homeowner's association. A grass strip shall not be required along roadways with parking, on the side of parking, within the development, *Appendix, Exhibit 11.2*. The A combination of sidewalks and trails will be provided for interconnection in this development. Any additional trails in development to be gravel or similar material approved by the developer.

## 8 Impacts and Coordination

Currently Moncks Corner Water Works / Public Works Commission is available to provide water and wastewater utilities to the proposed development. There is ongoing coordination for an update to these services anticipated to potentially be provided by Berkeley County Water and Sanitation (BCWS). Santee Cooper will provide electricity to the proposed development. A pump station will be coordinated and constructed on site. Letters of coordination and willingness to serve the development are being actively coordinated and will be provided with copies provided for reference starting in *Appendix, Exhibit 12*.

All communication and cable/internet service providers for the project will install their lines and conduit underground in the road rights-of-way and, if necessary, in front, side, and rear lot line easements. Should utility easements become necessary, they will be located outside of proposed water, sewer, and drainage easements. The utility companies will be required to avoid root systems of existing and installed trees if at all possible.



All required landscaping and trees shall be located outside of all easements.

## 9 Site Utilities – Water, Sewer, & Hydrology

Currently water for domestic consumption and fire protection will be serviced by Moncks Corner Water Works. Sanitary sewer utilities will be serviced by Moncks Corner Public Works Commission. There is ongoing coordination, and all new infrastructure will be designed and constructed in accordance with the standard of those identified utility providers and South Carolina Department of Environmental Services (SC DES). Stormwater will be collected and directed to new and existing stormwater control ponds located throughout the development. All collection systems will be designed to meet current Moncks Corner or Berkeley County and SCDES design standards.

Prior to the first Site Plan approval or Preliminary Plat approval for Phase 1—whichever occurs first—the applicant shall submit a downstream drainage analysis evaluating pre- and post-development stormwater infrastructure.

The analysis must demonstrate that post-development peak runoff rates do not exceed pre-development rates for 2-, 10-, and 25-year storm events. Additionally, the study must report the peak water staging at the railroad culvert for each of these intervals. If the analysis indicates that water staging at the railroad culvert increases by more than 1" during a 2-, 10-, or 25-year storm, the developer is required to provide a formal letter of acknowledgement and approval from the rail company regarding the additional staging.

## 10 Landscape Objectives

The development's overall landscape plan will utilize local native plant species and naturalized non-invasive plants along with a variety of seasonal color, chosen from Moncks Corner Landscape Ordinance, Chapter 7 to ensure the overall beauty of the community is both preserved and enhanced. Plants listed by Clemson University or the South Carolina Forestry Commission as invasive shall not be allowed. These spaces in the community will be reserved for the use of residents. Median planting improvements along US-Highway 52 will utilize the various planting patterns found in the Town of Moncks Corner US-Highway 52 Median planting design standard, and is to be reviewed and approved by the Town with phase 1 preliminary plat approval and installed, inspected, and accepted by the Town for maintenance. Encroachment permit to be submitted to and approved by SCDOT, submitted by the developer prior to installation. The median planting improvements shall be required adjacent to the property frontage.

Street trees shall be planted along the entry drives and subdivision roads where permitted and shall follow their corresponding planting pattern listed in *Table 10.2*.

Street trees shall be planted along public roads in the development that are fifty-foot (50') right of ways without parking and shall be spaced between forty feet (40') and sixty feet (60') on center. Additional evergreen shrubs shall be planted along the fifty-foot (50') access right of way, between the required street trees, as a way to enhance the visual appeal of the development's main entry and exit right of way, *Appendix, Exhibit 11.3*.



Street trees will be located at the ends of Single Family Attached blocks and in additional areas where they will not be conflicting with easements and driveways. Street trees shall be setback from corners and intersections so as not to conflict with lines of sight.

Bufferyards are to be utilized to provide screening between uses if not separated by road as well as undisturbed wetland buffer adjacent to development. Trees to be installed with minimum caliper of 2 1/2 inches and six to eight feet height. Evergreen shrubs shall be minimum of 3 gallons at installation and a minimum of 24 inches height. Existing vegetation providing screening equal to or greater than bufferyard shall be accepted. Maintenance will be provided by respective homeowner associations and commercial property owners. To guarantee the highest level of aesthetic quality and consistency is achieved, the developer and planning director shall approve or disapprove landscape plans for each installed portion within the master development.

*External project boundary buffers:* Buffers along the perimeter of the project boundary shall be as shown in *Appendix, Exhibit 7*. The buffer type shall be shown in *Table 10.2*.

*Internal buffers:* Within the project boundary separation between districts and/or uses shall be as shown in *Table 10.1*.

*Table 10.1 Land Use Table*

<b>LAND USES</b>	<b>Single Family Detached</b>	<b>Commercial / Retail</b>	<b>Assembly &amp; Worship</b>	<b>Recreation</b>	<b>Industrial</b>	<b>Agricultural</b>
<b>Proposed</b>						
<b>Single Family Detached</b>	n/a	Type C	n/a	n/a	Type E	Type B
<b>Commercial / Retail</b>	Type C	n/a	Type A	Type A	Type D	n/a
<b>Recreation</b>	Type B	Type A	Type A	n/a	n/a	n/a
<b>Assembly &amp; Worship</b>	n/a	Type A	n/a	Type A	Type C	Type A

*Table 10.2 Bufferyard Table*

<b>BUFFERYARDS</b>	<b>Min Buff Width (from Property line)</b>	<b>Width with Opaque Screen</b>	<b>Canopy Tree, Under Story, and/or Upright Evergreen per 100 LF</b>	<b>Evergreen Shrubs per 100 LF</b>
<b>Type A</b>	10 feet	n/a	3	25
<b>Type B</b>	15 feet	10 feet	4	50



<b>Type C</b>	25 feet	15 feet	6	50
<b>Type D</b>	50 feet	25 feet	8	75
<b>Type E*</b>	75 feet	50 feet	12	75

Opaque Screens may be wood or masonry (block, brick, or stucco) and must be a minimum of 6'-0" tall and placed at the property line. Wood fences shall be installed with finished side facing out. Along streets, opaque screens shall be placed at the interior edge of the buffer, not at the property line.

No buffers shall be required between identical uses.

\*Type E buffer shall include a berm, see Figure 10-1.

Wetland Buffer (20-foot width) Preservation of existing vegetation with limited disturbance. In areas where there is no existing vegetation within the wetland buffer, plants shall be installed to meet the requirements of a Type B buffer, if allowed by the US Army Corps of Engineers. Pervious trails and landscaping allowed.

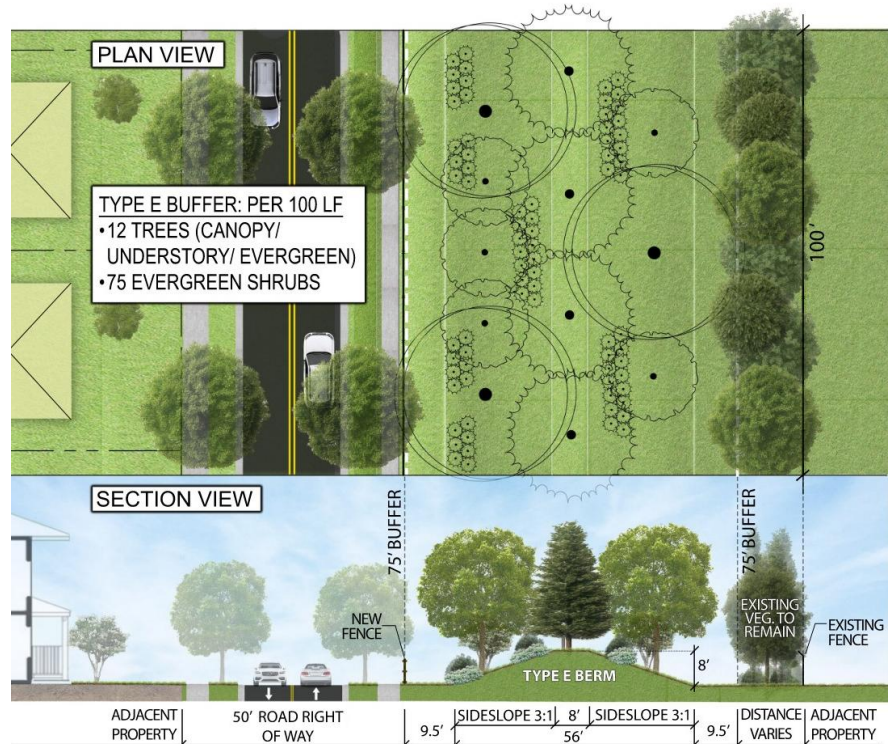


Figure 10-1: Type E buffer. Berm details: Plan view (top) and section view (bottom)

## 11 Homeowner's Association

Homeowner Association will be organized for the Weathers Tract Development and will govern the site through use of restrictive covenants. Covenants and restrictions are being defined and will be recorded with the final plat for each phase of construction. HOA CCRs to include no more than 10% of units to be rentals. Staff to check CCRs prior to recording, which needs to be recorded prior to Final Plat approval for Phase 1 (or first phase to be developed).



## 12 Traffic Impact Assessment

A Traffic Impact Analysis (TIA) shall be required prior to the approval of the Preliminary Plat for the First Phase. This TIA shall analyze the entire development, with improvement recommendations noted for each phase. The TIA shall be conducted and coordinated by the Town and paid for by the Developer. All improvements noted in the TIA for each phase, shall be incorporated into the design plans and approvals for the Preliminary Plat for that phase. The developer is responsible for the cost of the improvements noted in the TIA, including but not limited to right of way acquisition, if required.

This TIA shall be updated with each phase of the project prior to the approval of the preliminary plat or the site plan approval.



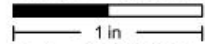
# Appendix A



# Berkeley County GIS Online Mapping



1 inch = 4,000 feet

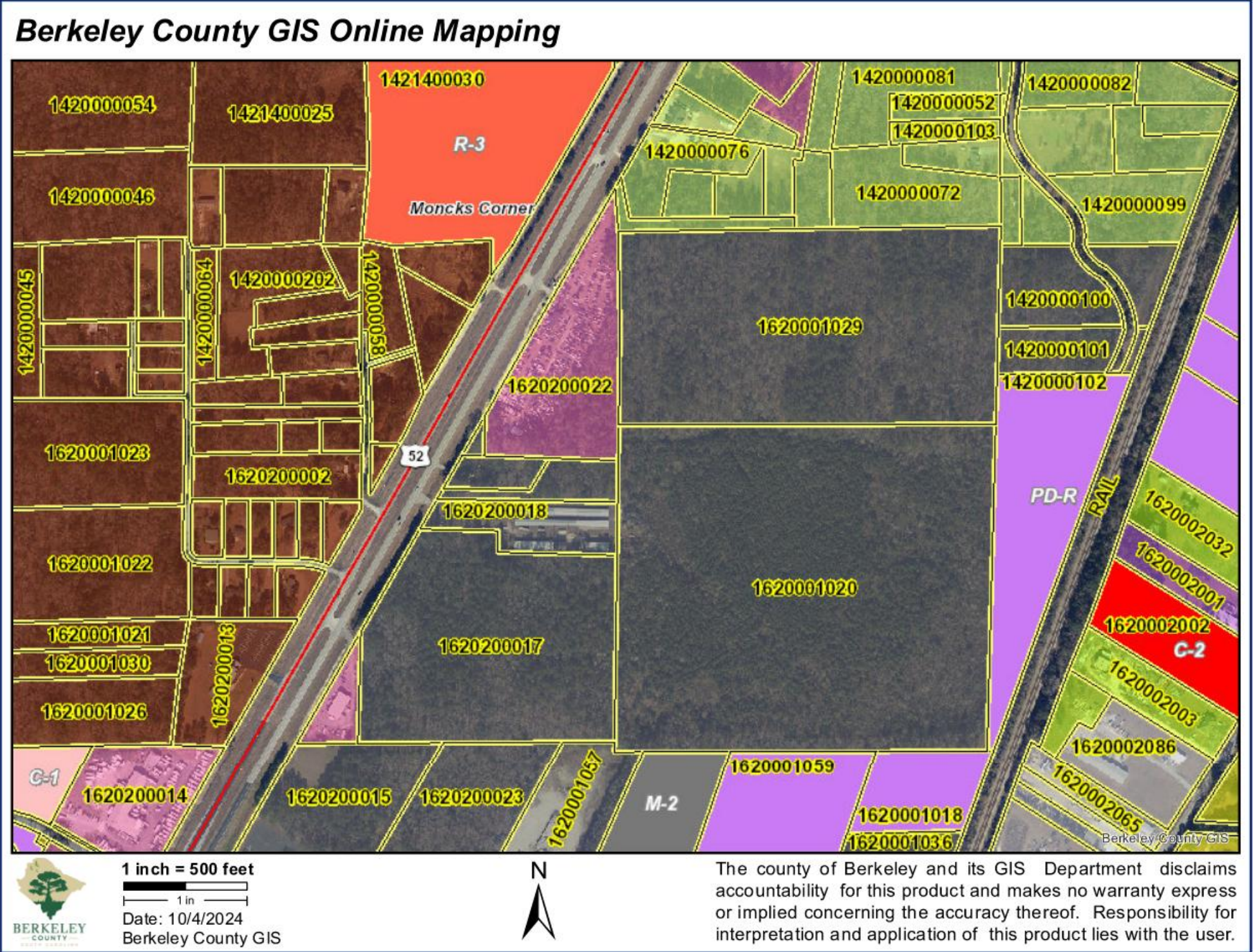


Date: 10/4/2024

Berkeley County GIS



The county of Berkeley and its GIS Department disclaims accountability for this product and makes no warranty express or implied concerning the accuracy thereof. Responsibility for interpretation and application of this product lies with the user.

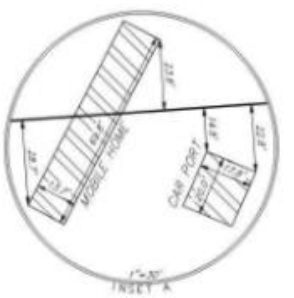


LEGEND	
BERKELEY COUNTY ZONING	MONCK'S CORNER ZONING
EG	R15
Flex1	R2
GC	R2-R
HI	R2-R(F)
LI	R3
OI	R4
OIGC	R5
PD-MU	RNC
PD-OP/IP	
PD-RC	
R1	
R1-MM	
R1-R	
	C-1
	C-2
	D
	M-1
	M-2
	MH-1
	PD
	PD-C
	PD-R
	R-1
	R-2
	R-3
	R-4
	TD

- NOTES:
- THIS IS NOT A FINAL TRUE COPY OF THIS DOCUMENT UNLESS IT BEARS THE ORIGINAL SIGNATURE, SIGNATURE DATE, AND THE RAISED EMBOSSED SEAL OF THE SURVEYOR NOTED HEREON.
  - THIS PLAT HAS BEEN PREPARED FOR DREAM FINDERS HOMES, LLC. IN ACCORDANCE WITH THEIR PLANNED USE, THIS SURVEY WAS PREPARED USING PUBLIC DOCUMENTS AS NOTED ON THIS PLAT. THE PUBLIC RECORDS SHOWN ON THIS PLAT ARE ONLY THOSE USED TO CONSTRUCT, AS CLOSE AS POSSIBLE, THE BOUNDARIES OF THE SUBJECT PARCELS SHOWN HEREON. THE LINES DELINEATING THE CONTIGUOUS PARCELS SHOWN HEREON DO NOT CONSTITUTE A COMPLETED BOUNDARY SURVEY FOR THOSE PARCELS.
  - THIS PROPERTY MAY BE SUBJECT TO VARIOUS UTILITY EASEMENTS (i.e. POWER, TELEPHONE, SANITARY &/OR STORM SEWER, etc.) THAT WERE NOT NOTED EITHER IN THE REFERENCE DEEDS, OR THE REFERENCE PLATS. THE UTILITIES SHOWN HEREON ARE BASED ON FIELD SURFACE LOCATIONS, AND WERE NOT VERIFIED AS TO SIZE, DEPTH, MATERIAL, &/OR CONDITION. THIS PLAT DOES NOT ADDRESS ANY SUBTERRANEAN CONDITIONS OF ANY NATURE UNLESS SPECIFICALLY NOTED OTHERWISE.
  - AREA COMPUTED BY COORDINATE METHOD.
  - HORIZONTAL CONTROL ESTABLISHED WITH GPS USING THE SCOT VRS SYSTEM. HORIZONTAL DATUM - SOUTH CAROLINA STATE COORDINATE SYSTEM (NAD 2011). ALL DISTANCES SHOWN ARE GROUND DISTANCES.
  - SUBJECT PROPERTY GRAPHICALLY LOCATED WITHIN FLOOD ZONE "X" PER FEMA MAP 450503032E WITH AN EFFECTIVE DATE OF DECEMBER 2, 2018. VERTICAL REFERENCE = NAVD83.
  - SUBJECT PROPERTIES ARE ZONED BERKELEY COUNTY - HI (HEAVY INDUSTRIAL) PER BERKELEY COUNTY OS AS OF NOV. 2024.
  - NO ARCHITECTURAL ENCROACHMENTS OF BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS FROM THE SUBJECT PROPERTY ONTO ADJACENT PROPERTIES OR FROM ADJACENT PROPERTIES ONTO THE SUBJECT PROPERTY WERE OBSERVED AT THE TIME OF THIS SURVEY OTHER THAN SHOWN HEREON.

- ABBREVIATION LEGEND
- DB - DEED BOOK
  - PB - PLAT BOOK/PLAT CABINET
  - PC - PAGE
  - NAD - NORTH AMERICAN DATUM
  - NAD83 - NORTH AMERICAN VERTICAL DATUM
  - GIS - GEOGRAPHICAL INFORMATION SYSTEM
  - R/W - RIGHT-OF-WAY
  - RF - IRON PIPE FOUND
  - OT - OPEN TOP
  - PI - IRON PIN
  - RF - IRON ROD/REBAR FOUND
  - RS - IRON ROD/REBAR SET
  - AB - REBAR
  - CMF - CONCRETE MONUMENT FOUND
  - (T) - TOTAL
  - NOL - NORTH OF LINE
  - SOL - SOUTH OF LINE
  - EOL - EAST OF LINE
  - WOL - WEST OF LINE
  - OL - ON LINE
  - CP - CONTROL POINT

- ADDITIONAL REFERENCES
- PLAT TITLED "PLAT OF LAND 'A', 'B', & 'C' SURVEYED AT THE REQUEST OF ADELINA ADELAIDE CALLUM" BY CLEARWOOD E. DROGE DATED JULY 6, 1980 NOT RECORDED.
  - PLAT TITLED "PLAT OF TRACTS 'A', 'B', & 'C', 'A1' & 'B1' OWNED BY: FARCON CORP. 'C'-OWNED BY: BERKELEY INDUSTRIAL PARK, 'A'-TO BE CONVEYED TO BERKELEY INDUSTRIAL PARK, 'B'- TO BE CONVEYED TO FARCON CORP. 1st ST. JOHN'S PARISH, BERKELEY COUNTY, SOUTH CAROLINA BY CLEARWOOD E. DROGE, DATED NOVEMBER 8, 1982, RECORDED IN PB 1, PG. 253 AT THE BERKELEY COUNTY REGISTER OF DEEDS.
  - SCDOT DKT. No. 8-431

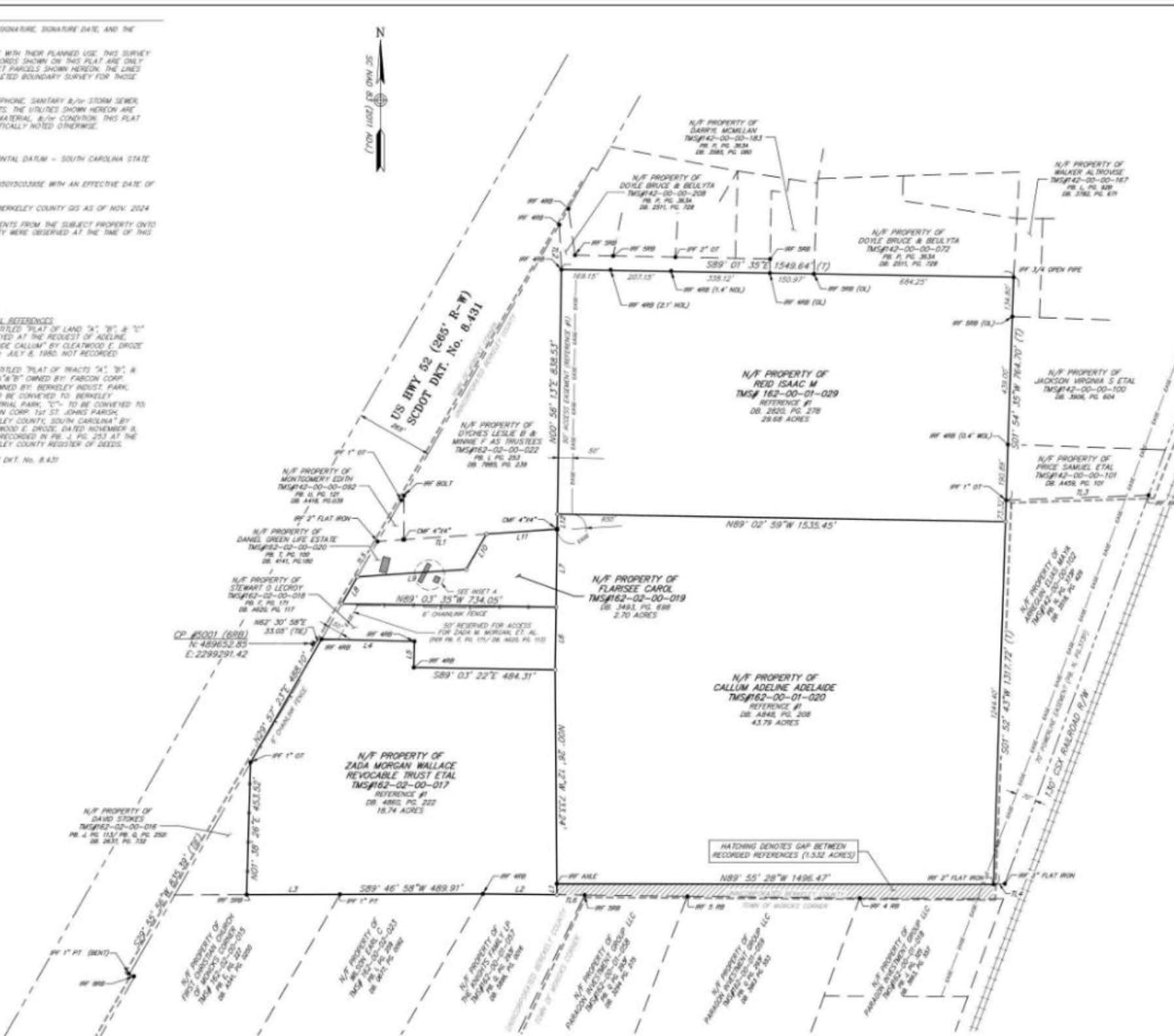
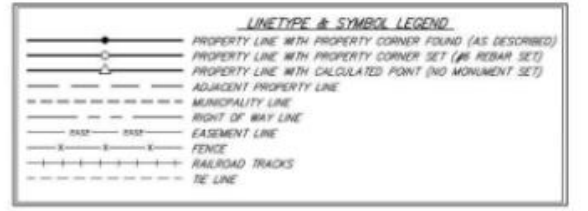


LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S00°26'12"E	37.94'
L2	N89°21'01"W	253.27'
L3	S89°50'30"W	318.64'
L4	S88°33'27"E	316.28'
L5	S01°24'34"W	89.88'
L6	N00°54'24"E	215.03'
L7	N00°43'15"E	267.52'
L8	N29°48'29"E	105.83'
L9	N88°14'34"E	374.06'
L10	N29°46'34"E	140.00'
L11	N88°04'31"E	242.53'
L12	N00°26'13"E	31.30'

TIE LINE TABLE

LINE #	DIRECTION	LENGTH
T1	N88°04'16"E	263.97'
T2	N02°33'04"W	154.28'
T3	N87°30'12"E	486.38'
T4	N87°26'21"E	38.59'
T5	N29°48'29"E	3186.62'
T6	S89°21'01"W	85.17'



IMPORTANT NOTE:

THE COORDINATE/BEARING CONTROL SYSTEM SHOWN ON THIS PLAT IS TIED TO THE SOUTH CAROLINA STATE PLANE NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), SOUTH CAROLINA LAMBERT ZONE 3900, UNITS IN INTERNATIONAL FEET.

TO PLACE THE BOUNDARIES SURVEYED ON A PLANE SURFACE THAT BEST APPROXIMATES A TRUE GRID COORDINATE SYSTEM, ALL DISTANCES FOR THIS PROJECT SHOULD BE ADJUSTED BY THE CORNER SCALE FACTOR (3 INCHES) DERIVED AT CONTROL POINT #5001 (SP COORDINATES N 48552.85 E 2299291.42) A CAPPED 3/4" REBAR AS SHOWN HEREON.

Parker Land Surveying, LLC  
 3910 Griffin Street  
 HamHam, SC 29818  
 Phone: (843) 554-7777  
 Fax: (843) 554-7779

I HEREBY STATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

**DRAFT**

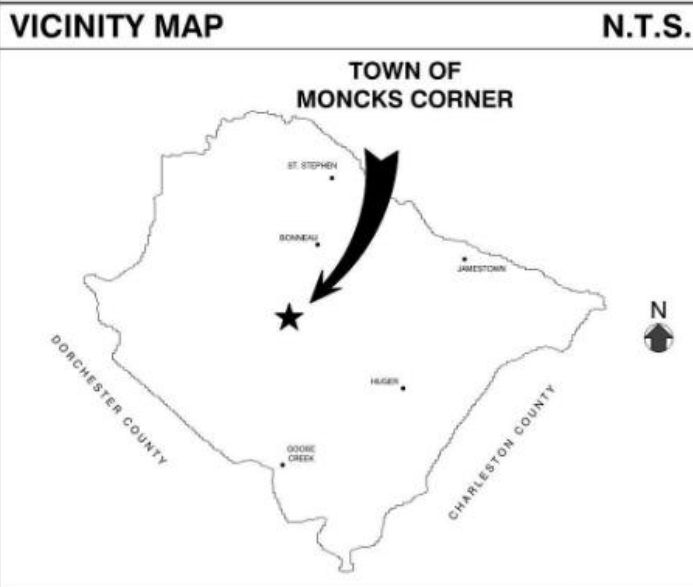
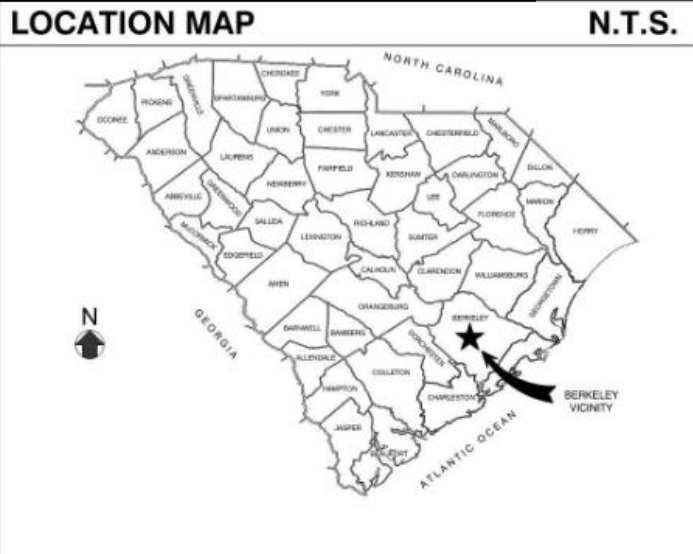
AARON E. VILMAANEN P.L.S. 43382



**PLAT**  
 SHOWING THE BOUNDARIES OF TMS# 162-00-01-029 (29.68 AC), TMS# 162-00-01-020 (43.79 AC.), TMS# 162-02-00-017 (18.74 AC.), & TMS# 162-02-00-019 (2.70 AC) LOCATED NEAR THE TOWN OF MONCK'S CORNER IN BERKELEY COUNTY, SOUTH CAROLINA

DATE: OCTOBER 15, 2024  
 SCALE: 1" = 200'

SHEET: 1 OF 1



**LEGENDS**

**LINE TYPE LEGEND**

- PROPERTY LINE WITH PROPERTY CORNER FOUND (AS DESCRIBED)
- PROPERTY LINE WITH PROPERTY CORNER SET (# REBAR SET)
- PROPERTY LINE WITH CALCULATED POINT (NO MONUMENT SET)
- ADJACENT PROPERTY LINE
- RIGHT OF WAY LINE
- OVERHEAD POWERLINE W/ POWER POLE
- UNDERGROUND COMMUNICATION LINE
- UNDERGROUND POWER LINE
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- STORM DRAINAGE PIPE
- EASEMENT LINE
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- MUNICIPALITY LINE
- RAILROAD TRACKS
- WETLAND LINE
- FENCE

**ABBREVIATION LEGEND**

- DB - DEED BOOK
- FB - FLAT BOOK/PLAT CABINET
- PK - PLAT
- NAD - NORTH AMERICAN DATUM
- NAD10 - NORTH AMERICAN VERTICAL DATUM
- GIS - GEOGRAPHICAL INFORMATION SYSTEM
- MB - MAILBOX
- RCF - REINFORCED CONCRETE PIPE
- MANHOLE
- CI - CURB INLET
- IE - INVERT ELEVATION
- LP - LIGHT POLE
- GM - GAS METER
- WM - WATER METER
- WF - WATER VALVE
- PH of HYD - FIRE HYDRANT
- GP - GATE POST
- TRANS - TRANSFORMER
- FO - FIBER OPTIC COMMUNICATION BOX
- TP - TELEPHONE PEDESTAL
- (TYP) - TYPICAL
- R/W - RIGHT-OF-WAY
- IPF - IRON PIPE FOUND
- OT - OPEN TOP
- PI - PINCH TOP
- RF - IRON ROD/REBAR FOUND
- RS - IRON ROD/REBAR SET
- RE - REBAR
- CMF - CONCRETE MONUMENT FOUND
- (T) - TOTAL
- NOL - NORTH OF LINE
- SOL - SOUTH OF LINE
- EOL - EAST OF LINE
- WOL - WEST OF LINE
- CL - ON LINE
- CP - CONTROL POINT

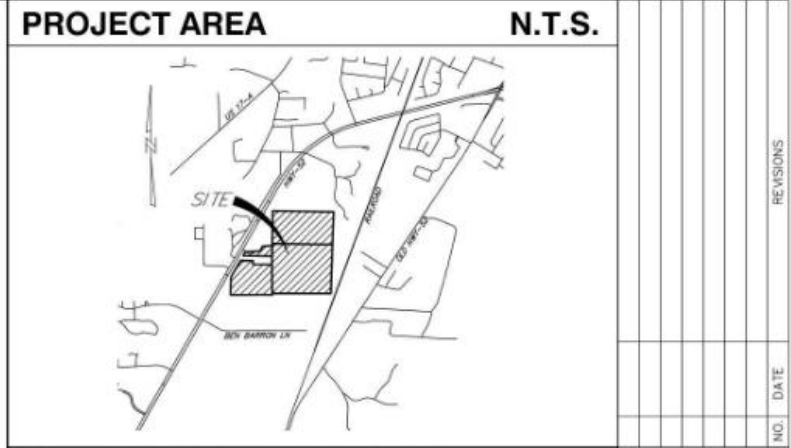
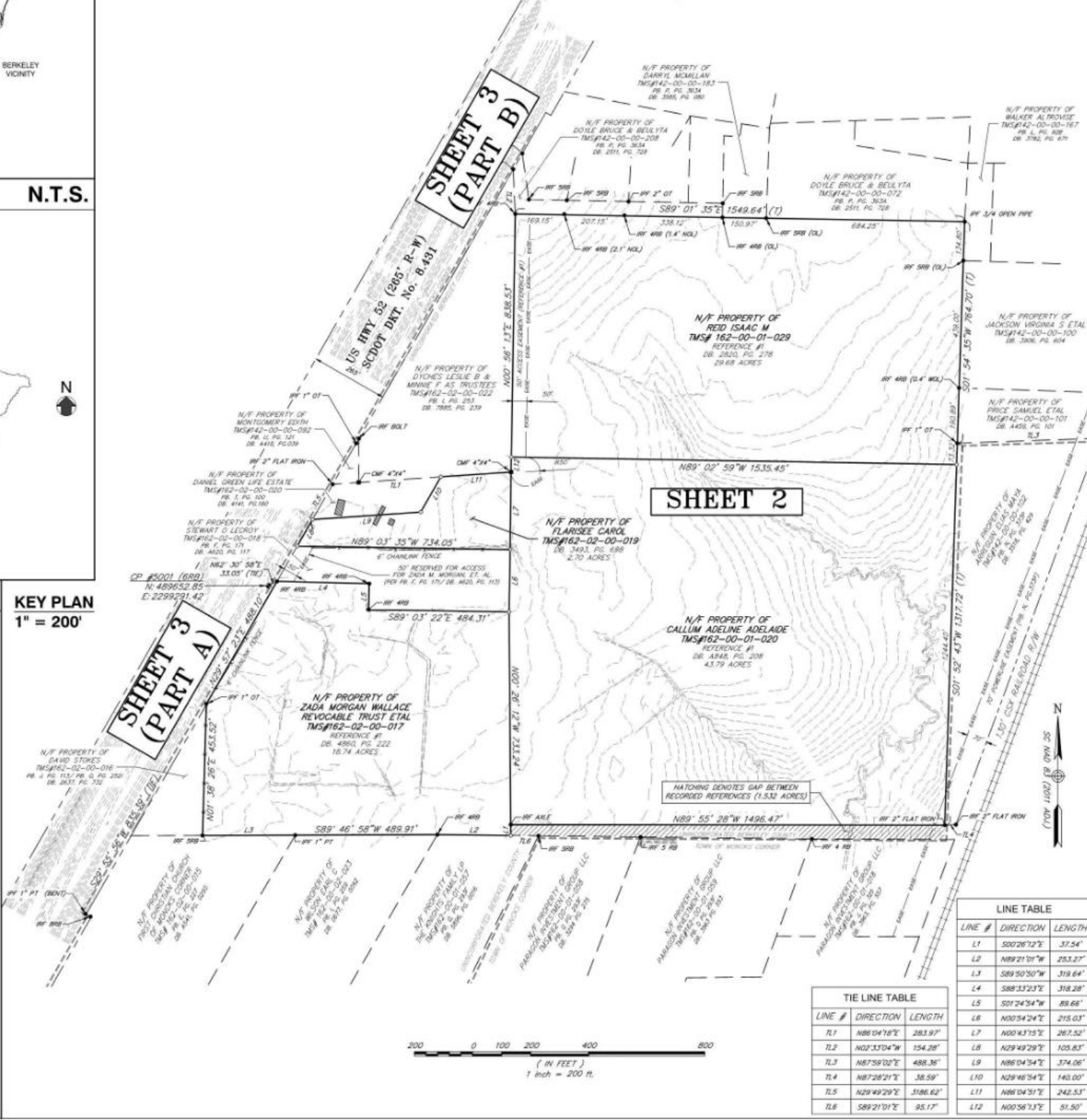
**SYMBOL LEGEND**

- SIGN
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- TELEPHONE PEDESTAL
- SEWER MANHOLE
- TREE
- SPOT ELEVATION
- ASPHALT
- GRAVEL
- WETLANDS

**KEY PLAN**  
1" = 200'

# TOPOGRAPHIC SURVEY "WEATHER'S TRACTS"

## NEAR THE TOWN OF MONCK'S CORNER, BERKELEY COUNTY, SC



- ADDITIONAL REFERENCES**
1. PLAT TITLED "PLAT OF LAND 'A', 'B', & 'C' SURVEYED AT THE REQUEST OF ADELAIDE ADELAIDE CALLUM" BY CLEATWOOD E. DROZD DATED JULY 8, 1988, NOT RECORDED.
  2. PLAT TITLED "PLAT OF TRACTS 'A', 'B', & 'C', 'A' & 'B' OWNED BY FABCON CORP. 'C'-OWNED BY BERKELEY INDUSTRIAL PARK, 'A'-TO BE CONVEYED TO BERKELEY INDUSTRIAL PARK 'C'-TO BE CONVEYED TO FABCON CORP. 1st ST. JOHN'S PARISH, BERKELEY COUNTY, SOUTH CAROLINA" BY CLEATWOOD E. DROZD, DATED NOVEMBER 8, 1982, RECORDED IN P.B. 1, PG. 253 AT THE BERKELEY COUNTY REGISTER OF DEEDS.
  3. SCDOT DKT. NO. 8-431

- SURVEY NOTES**
- 1) THIS IS NOT A VALID, TRUE COPY OF THIS DOCUMENT UNLESS IT BEARS THE ORIGINAL SIGNATURE, SIGNATURE DATE, AND THE RAISED EMBOSSED SEAL OF THE SURVEYOR NOTED HEREON.
  - 2) THIS PLAT HAS BEEN PREPARED FOR DREAM FINDER'S HOMES, LLC, IN ACCORDANCE WITH THEIR PLANNED USE. THIS SURVEY WAS PREPARED USING PUBLIC DOCUMENTS AS NOTED ON THIS PLAT. THE PUBLIC RECORDS SHOWN ON THIS PLAT ARE ONLY THOSE USED TO CONSTRUCT, AS CLOSE AS POSSIBLE, THE BOUNDARIES OF THE SUBJECT PARCELS SHOWN HEREON. THE LINES DELINEATING THE CONTIGUOUS PARCELS SHOWN HEREON DO NOT CONSTITUTE A COMPLETED BOUNDARY SURVEY FOR THOSE PARCELS.
  - 3) THIS PROPERTY MAY BE SUBJECT TO VARIOUS UTILITY EASEMENTS (I.E. POWER, TELEPHONE, SANITARY &/OR SEWER, ETC.) THAT WERE NOT NOTED EITHER IN THE REFERENCE DEEDS, OR THE REFERENCED PLATS. THE UTILITIES SHOWN HEREON ARE BASED ON FIELD SURFACE LOCATIONS, AND WERE NOT VERIFIED AS TO SIZE, DEPTH, MATERIAL, &/OR CONDITION. THIS PLAT DOES NOT ADDRESS ANY SUBTERRANEAN CONDITIONS OF ANY NATURE UNLESS SPECIFICALLY NOTED OTHERWISE.
  - 4) AREA COMPUTED BY COORDINATE METHOD.
  - 5) HORIZONTAL AND VERTICAL CONTROL ESTABLISHED WITH GPS USING THE 2005 VRS SYSTEM - HORIZONTAL DATUM - SOUTH CAROLINA STATE COORDINATE SYSTEM (NAD 2011) VERTICAL DATUM - NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) ALL DISTANCES SHOWN ARE GROUND DISTANCES.
  - 6) SUBJECT PROPERTY GRAPHICALLY LOCATED WITHIN FLOOD ZONE "X" PER FEMA MAP 45015C0392E WITH AN EFFECTIVE DATE OF DECEMBER 7, 2016. VERTICAL REFERENCE = NAVD88.
  - 7) SUBJECT PROPERTIES ARE ZONED BERKELEY COUNTY - HI (HEAVY INDUSTRIAL) PER BERKELEY COUNTY GIS AS OF NOV. 2024.
  - 8) NO ADVERSE ENCROACHMENTS OF BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS FROM THE SUBJECT PROPERTY ONTO ADJACENT PROPERTIES OR FROM ADJACENT PROPERTIES ONTO THE SUBJECT PROPERTY WERE OBSERVED AT THE TIME OF THIS SURVEY OTHER THAN SHOWN HEREON.
  - 9) THE UTILITIES SHOWN HEREON ARE BASED ON FIELD SURFACE LOCATIONS, AND WERE NOT VERIFIED AS TO SIZE, DEPTH, MATERIAL, &/OR CONDITION. THIS PLAT DOES NOT ADDRESS ANY SUBTERRANEAN CONDITIONS OF ANY NATURE UNLESS SPECIFICALLY NOTED OTHERWISE.
  - 10) WETLANDS SHOWN HEREON WERE DELINEATED BY PASSARELLA & ASSOCIATES INC., DATED 09/10/2024 (LABELLED AS SHOWN ON DRAWING NO. SC-25JL4002 FIGURE 7).

**IMPORTANT NOTE:**  
THE COORDINATE/BEARING CONTROL SYSTEM SHOWN ON THIS PLAT IS TIED TO THE SOUTH CAROLINA STATE PLANE NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) SOUTH CAROLINA LAMBERT ZONE 3003, UNITS IN INTERNATIONAL FEET.  
TO PLACE THE BOUNDARIES SURVEYED ON A PLANE SURFACE THAT BEST APPROXIMATES A TRUE GRID COORDINATE SYSTEM, ALL DISTANCES FOR THIS PROJECT SHOULD BE MULTIPLIED BY THE COMBINED SCALE FACTOR (0.999833089) DERIVED AT CONTROL POINT #5001 (SP COORDINATES N 489652.85, E 2299291.42), A CAPPED 3/4" REBAR AS SHOWN HEREON.

**SURVEYOR STATEMENT:**  
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

**\*DRAFT\***  
AARON E. SWANMAN S.C.P.L.S. # 4382

**INDEX OF DRAWINGS**

DWG. NO.	DWG. NO.	SHEET NO.	DRAWING TITLE
XXXXXXXX	XXXX	1	COVER SHEET, VICINITY MAPS, NOTES, AND LEGEND
XXXXXXXX	XXXX	2	TOPOGRAPHIC SURVEY
XXXXXXXX	XXXX	3	TOPOGRAPHIC SURVEY

**LINE TABLE**

LINE #	DIRECTION	LENGTH
L1	S89°26'12"E	37.54'
L2	N89°21'01"W	253.27'
L3	S89°50'50"W	319.64'
L4	S88°31'23"E	318.28'
L5	S01°24'34"W	89.66'
L6	N00°54'24"E	215.03'
L7	N00°43'15"E	267.52'
L8	N29°49'29"E	105.83'
L9	N86°04'34"E	374.06'
L10	N89°46'34"E	140.00'
L11	N86°04'30"E	242.53'
L12	N00°56'13"E	51.50'

**TIE LINE TABLE**

LINE #	DIRECTION	LENGTH
T1	N86°04'16"E	283.97'
T2	N02°33'04"W	154.28'
T3	N87°56'02"E	488.36'
T4	N87°26'21"E	38.59'
T5	N29°49'29"E	3186.62'
T6	S89°21'01"E	95.17'

REVISIONS

NO.	DATE	REVISIONS

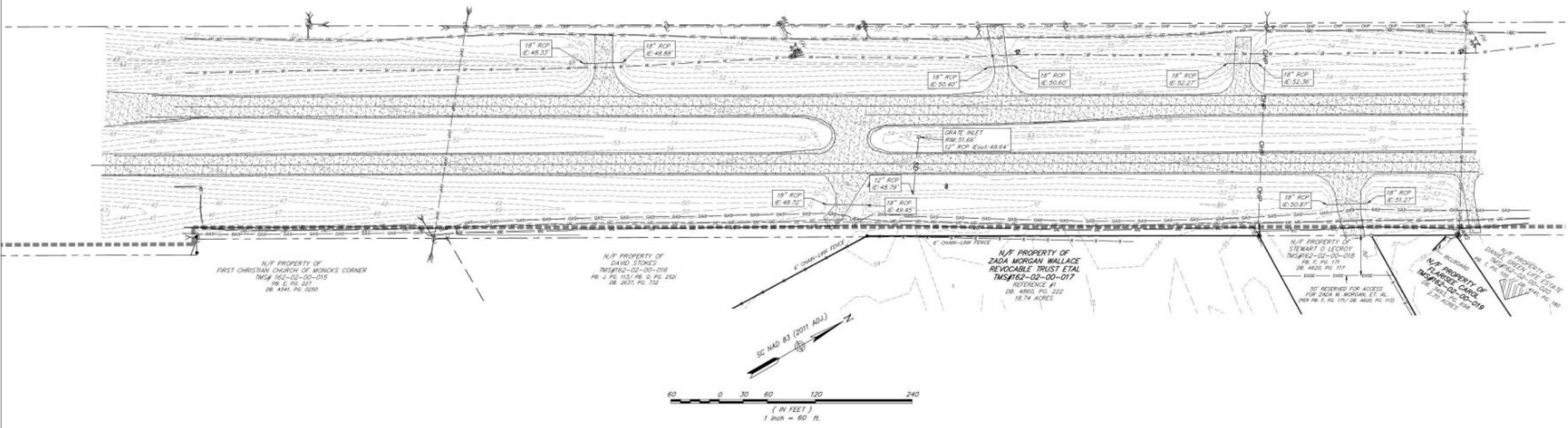
**TOPOGRAPHIC SURVEY**  
TMS# 162-00-01-029, TMS# 162-00-01-020,  
TMS# 162-02-00-017, & TMS# 162-02-00-019  
LOCATED NEAR THE TOWN OF MONCK'S CORNER,  
BERKELEY COUNTY, SOUTH CAROLINA

**Parker Land Surveying, LLC**  
5910 Griffin Street  
Hillabee, SC 29410  
Phone: (843) 534-1777  
Fax: (843) 534-1779

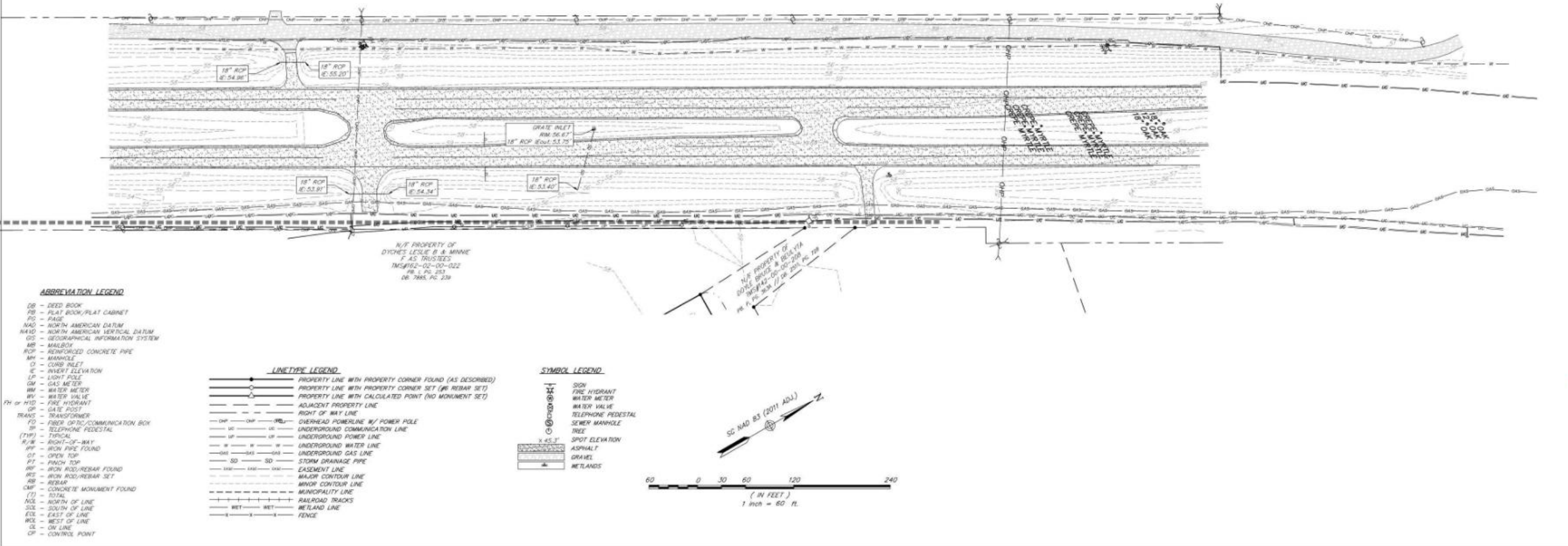
**\*DRAFT\***

DESIGNED BY: AEW  
CHECKED BY: ACV  
APPROVED BY: AGG  
SCALE: 1" = 200'  
DATE: 10/15/2024  
PROJECT NO.: 24046  
SHEET 7 OF 3

SHEET 3 (PART A)



SHEET 3 (PART B)



- ABBREVIATION LEGEND**
- DB - DEED BOOK
  - PB - PLAT BOOK/PLAT CABINET
  - PD - PLAT
  - NAD - NORTH AMERICAN DATUM
  - NAD10 - NORTH AMERICAN VERTICAL DATUM
  - GIS - GEOGRAPHICAL INFORMATION SYSTEM
  - MB - MAILBOX
  - ROP - REINFORCED CONCRETE PIPE
  - MM - MANHOLE
  - C - CURB
  - E - ELEVATION
  - LP - LIGHT POLE
  - GM - GAS METER
  - WM - WATER METER
  - WV - WATER VALVE
  - FH or HYD - FIRE HYDRANT
  - GP - GATE POST
  - TRANS - TRANSFORMER
  - FD - FIBER OPTIC/COMMUNICATION BOX
  - TP - TELEPHONE PEDESTAL
  - (TYP) - TYPICAL
  - R/W - RIGHT-OF-WAY
  - WPF - IRON PIPE FOUND
  - OT - OPEN TOP
  - FT - FINCH TOP
  - RF - IRON ROD/REBAR FOUND
  - RR - IRON ROD/REBAR SET
  - RP - REBAR
  - CMF - CONCRETE MONUMENT FOUND
  - (T) - TOTAL
  - NOL - NORTH OF LINE
  - SOL - SOUTH OF LINE
  - EOL - EAST OF LINE
  - WOL - WEST OF LINE
  - OL - ON LINE
  - CP - CORNER POINT

- LINE TYPE LEGEND**
- PROPERTY LINE WITH PROPERTY CORNER FOUND (AS DESCRIBED)
  - PROPERTY LINE WITH PROPERTY CORNER SET (RE REBAR SET)
  - PROPERTY LINE WITH CALCULATED POINT (NO MONUMENT SET)
  - ADJACENT PROPERTY LINE
  - RIGHT OF WAY LINE
  - OVERHEAD POWERLINE W/ POWER POLE
  - UNDERGROUND COMMUNICATION LINE
  - UNDERGROUND POWER LINE
  - UNDERGROUND WATER LINE
  - UNDERGROUND GAS LINE
  - STORM DRAINAGE PIPE
  - EASEMENT LINE
  - MAJOR CONTOUR LINE
  - MINOR CONTOUR LINE
  - MUNICIPALITY LINE
  - RAILROAD TRACKS
  - WETLAND LINE
  - FENCE

- SYMBOL LEGEND**
- SIGN
  - FIRE HYDRANT
  - WATER METER
  - WATER VALVE
  - TELEPHONE PEDESTAL
  - SEWER MANHOLE
  - TREE
  - SPOT ELEVATION
  - ASPHALT
  - GRAVEL
  - WETLANDS

**TOPOGRAPHIC SURVEY**

TMS# 162-00-01-029, TMS# 162-00-01-020,  
TMS# 162-02-00-017, & TMS# 162-02-00-019  
LOCATED NEAR THE TOWN OF MONCK'S CORNER,  
BERKELEY COUNTY, SOUTH CAROLINA

**Parker Land Surveying, LLC**  
5910 Guffin Street  
Hamburg, SC 29410  
Phone: (843) 554-7777  
Fax: (843) 554-7779

**DRAFT**

DESIGNED: AEV  
DRAWN: AEV  
CHECKED: AGG  
APPROVED: AGG  
SCALE: 1" = 60'  
DATE: 10/15/2024  
PROJECT NO.: 24046  
SHEET 3 OF 3

NO.	DATE	REVISIONS

Z:\Draw\Draw\Survey\24046 - Wetland\Twp\Boundary\Twp - Boundary Topo Wetland.dwg 10/15/2024 1:25:21 PM, aev

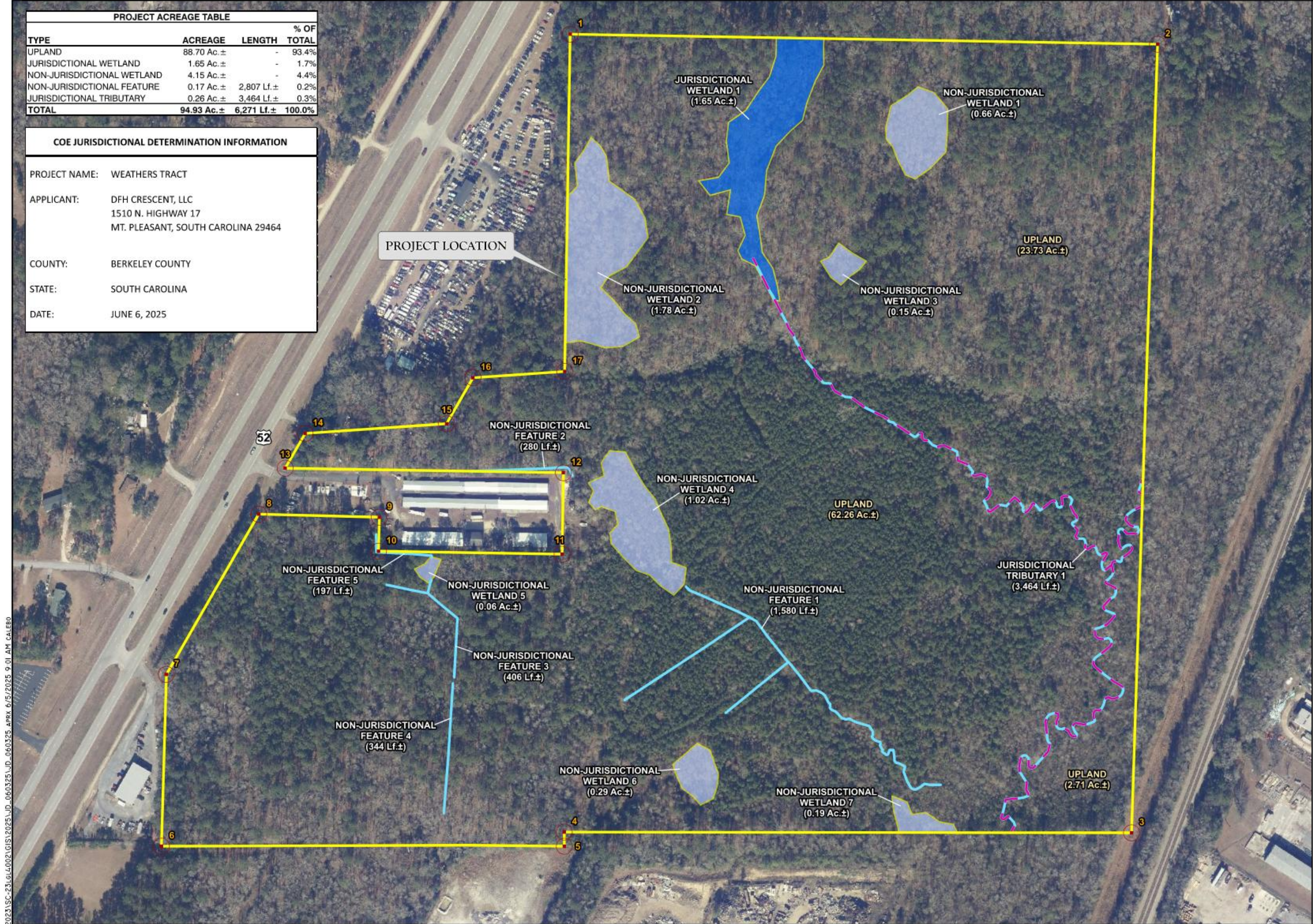


**EXHIBIT 4 – WETLANDS DELINEATION MAP**

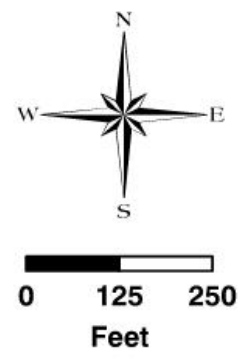
Item 17.

PROJECT ACREAGE TABLE			
TYPE	ACREAGE	LENGTH	% OF TOTAL
UPLAND	88.70 Ac.±	-	93.4%
JURISDICTIONAL WETLAND	1.65 Ac.±	-	1.7%
NON-JURISDICTIONAL WETLAND	4.15 Ac.±	-	4.4%
NON-JURISDICTIONAL FEATURE	0.17 Ac.±	2,807 Lf.±	0.2%
JURISDICTIONAL TRIBUTARY	0.26 Ac.±	3,464 Lf.±	0.3%
<b>TOTAL</b>	<b>94.93 Ac.±</b>	<b>6,271 Lf.±</b>	<b>100.0%</b>

COE JURISDICTIONAL DETERMINATION INFORMATION	
PROJECT NAME:	WEATHERS TRACT
APPLICANT:	DFH CRESCENT, LLC 1510 N. HIGHWAY 17 MT. PLEASANT, SOUTH CAROLINA 29464
COUNTY:	BERKELEY COUNTY
STATE:	SOUTH CAROLINA
DATE:	JUNE 6, 2025



LEGEND	
	WEATHERS TRACT
	JURISDICTIONAL WETLAND
	NON-JURISDICTIONAL WETLAND
	JURISDICTIONAL TRIBUTARY
	NON-JURISDICTIONAL FEATURE



Map No.	Latitude	Longitude
1	33.17873839	-80.01891441
2	33.17862549	-80.01385090
3	33.17290674	-80.01414029
4	33.17295131	-80.01903117
5	33.17284813	-80.01903140
6	33.17287625	-80.02250495
7	33.17412193	-80.02244850
8	33.17527795	-80.02163882
9	33.17524763	-80.02059912
10	33.17500132	-80.02060913
11	33.17496677	-80.01902668
12	33.17555764	-80.01900889
13	33.17560987	-80.02140739
14	33.17586084	-80.02123252
15	33.17592138	-80.02001198
16	33.17625354	-80.01978094
17	33.17629279	-80.01898959

NOTES:  
 AERIAL PHOTOGRAPHS WERE ACQUIRED FROM THE SOUTH CAROLINA REVENUE AND FISCAL AFFAIRS OFFICE WITH FLIGHT DATES OF JANUARY THROUGH FEBRUARY 2023.  
 PROPERTY BOUNDARY AND WETLAND LINES PER PARKER LAND SURVEYING DRAWING No. 24-046 - WEATHERS TRACT- BOUNDARY TOPO WETLAND I2-16-24.DWG DATED DECEMBER 16, 2024.

J:\SOUTH CAROLINA\2023\SC-23LGL4002\GIS\2025\JD\_060325\_APRX\_6/5/2025\_9:01 AM CALEDO

REVISIONS	DATE	DRAWN BY	DATE
		T.S., C.O.	06/04/25
		DESIGNED BY	DATE
		T.B.	06/04/25
		REVIEWED BY	DATE
		T.B.	06/04/25

363 Wando Place Drive  
 Suite 200  
 Mt. Pleasant, SC 29464  
 Phone (843) 971-8520  
 Fax (843) 971-8522



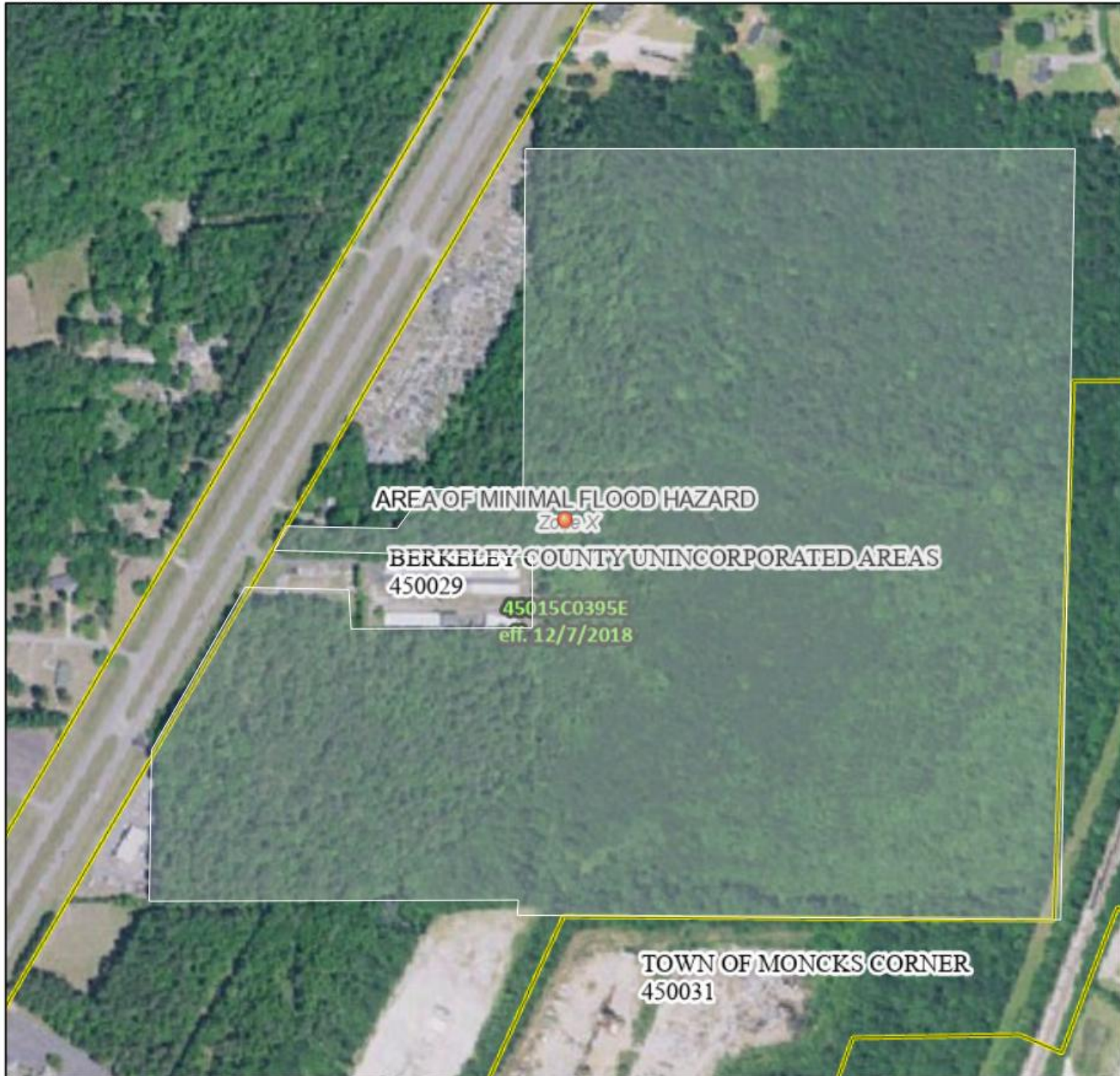
**WEATHERS TRACT**  
 AERIAL WITH FEATURES AND BOUNDARY COORDINATES

DRAWING No.	SC-23LGL4002
SHEET No.	FIGURE 7

# National Flood Hazard Layer FIRMette



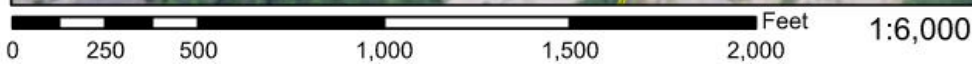
80°126"W 33°10'48"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- |                                    |  |   |
|------------------------------------|--|---|
| <b>SPECIAL FLOOD HAZARD AREAS</b>  |  | Without Base Flood Elevation (BFE)<br>Zone A, V, A99  |
|                                    |  | With BFE or Depth Zone AE, AO, AH, VE, AR<br>Regulatory Floodway  |
| <b>OTHER AREAS OF FLOOD HAZARD</b> |  | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X |
|                                    |  | Future Conditions 1% Annual Chance Flood Hazard Zone X  |
|                                    |  | Area with Reduced Flood Risk due to Levee. See Notes. Zone X  |
|                                    |  | Area with Flood Risk due to Levee Zone D  |
| <b>OTHER AREAS</b>                 |  | NO SCREEN Area of Minimal Flood Hazard Zone X   |
|                                    |  | Effective LOMRs   |
| <b>GENERAL STRUCTURES</b>          |  | Area of Undetermined Flood Hazard Zone D  |
|                                    |  | Channel, Culvert, or Storm Sewer  |
| <b>OTHER FEATURES</b>              |  | Levee, Dike, or Floodwall   |
|                                    |  | 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation<br>17.5   |
| <b>MAP PANELS</b>                  |  | Coastal Transect  |
|                                    |  | Base Flood Elevation Line (BFE)   |
|                                    |  | Limit of Study  |
|                                    |  | Jurisdiction Boundary   |
| <b>OTHER FEATURES</b>              |  | Coastal Transect Baseline   |
|                                    |  | Profile Baseline  |
|                                    |  | Hydrographic Feature  |
| <b>MAP PANELS</b>                  |  | Digital Data Available  |
|                                    |  | No Digital Data Available   |
|                                    |  | Unmapped  |
|                                    |  | The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.                              |



80°0'49"W 33°10'17"N

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/8/2025 at 3:27 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

**EXHIBIT 6 – PROPOSED PLANNED DEVELOPMENT LAND USES (WITH PATH)**

Item 17.

**SITE DATA SUMMARY**

TOTAL RESIDENTIAL = 316 UNITS

SINGLE FAMILY DETACHED

SERIES A: 60 UNITS

SERIES B: 256 UNITS

**COMMERCIAL & RETAIL**

TOTAL SF: +/-70,000 SF

PARKING REQ: 283

PARKING PROVIDED: 293

RECREATION PARKING PROVIDED: 32

**LAND USE LEGEND**

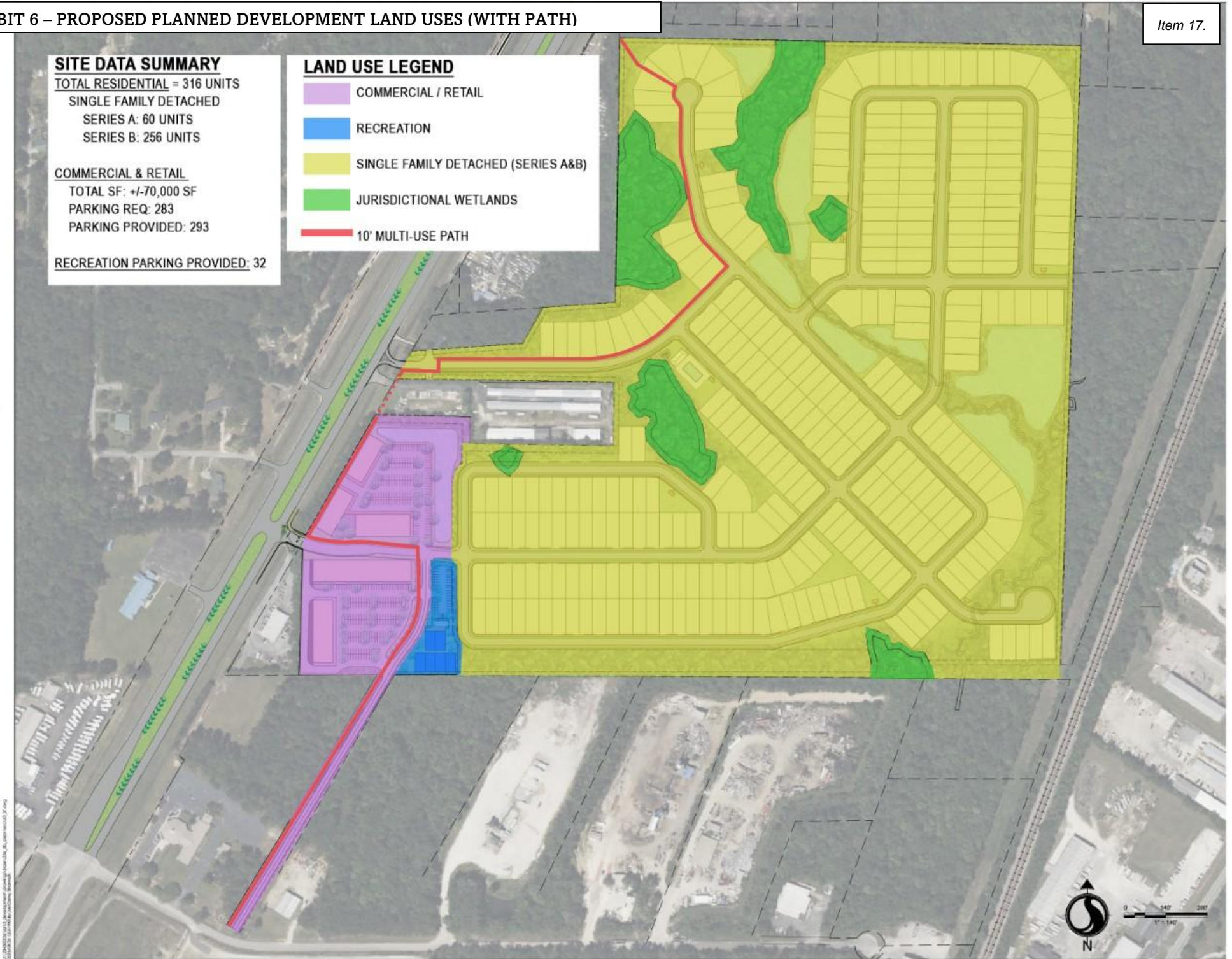
COMMERCIAL / RETAIL

RECREATION

SINGLE FAMILY DETACHED (SERIES A&B)

JURISDICTIONAL WETLANDS

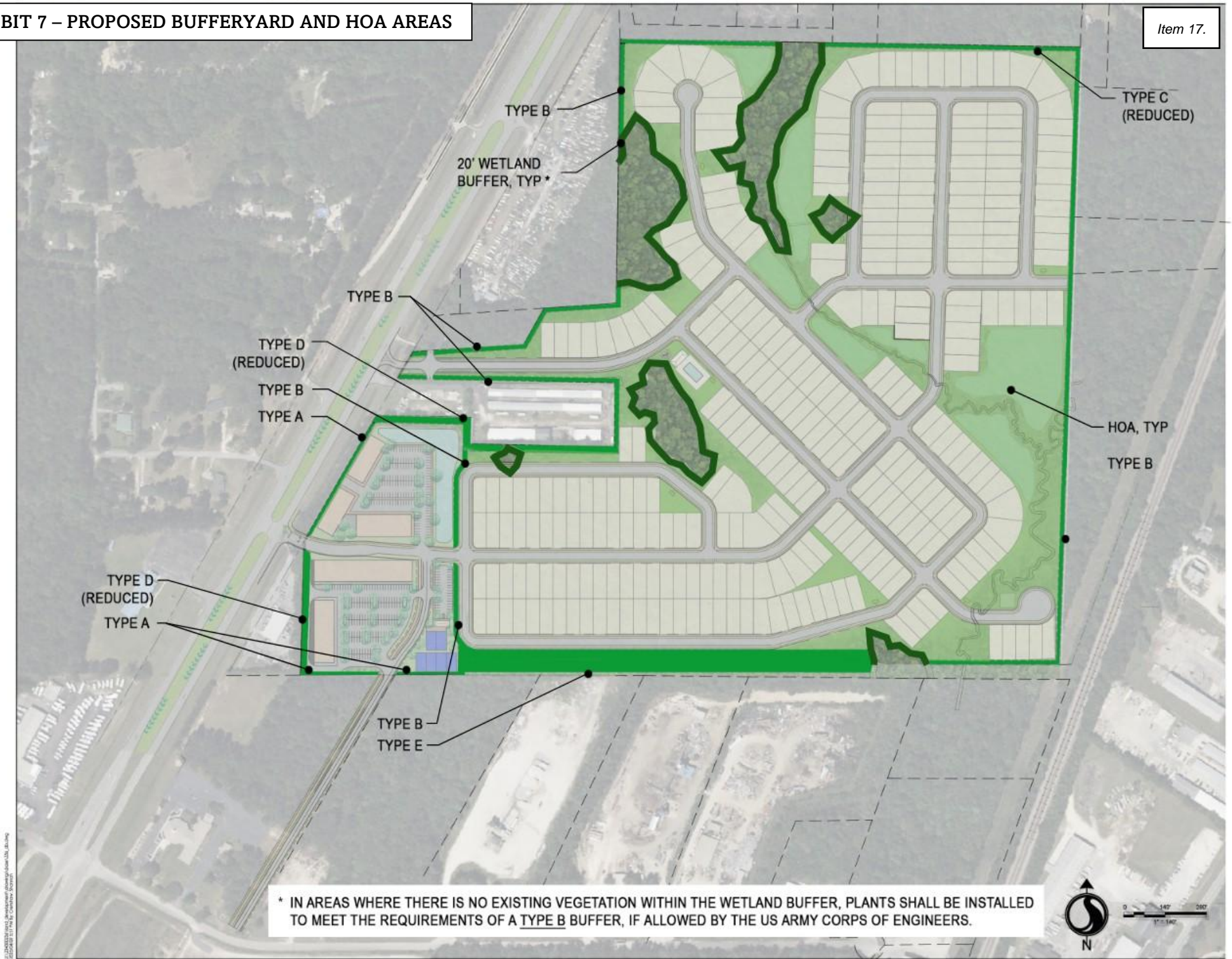
10' MULTI-USE PATH



02/28/2018 10:42 AM C:\Users\jason\Documents\GIS\Projects\GIS\Map\_Series\_A\_B\_Summary.mxd

EXHIBIT 7 – PROPOSED BUFFERYARD AND HOA AREAS

Item 17.



\* IN AREAS WHERE THERE IS NO EXISTING VEGETATION WITHIN THE WETLAND BUFFER, PLANTS SHALL BE INSTALLED TO MEET THE REQUIREMENTS OF A TYPE B BUFFER, IF ALLOWED BY THE US ARMY CORPS OF ENGINEERS.

01/20/2023 10:13 AM \\s:\projects\2023\01\20230113\01\20230113.dwg  
D:\Projects\2023\01\20230113\01\20230113.dwg  
D:\Projects\2023\01\20230113\01\20230113.dwg

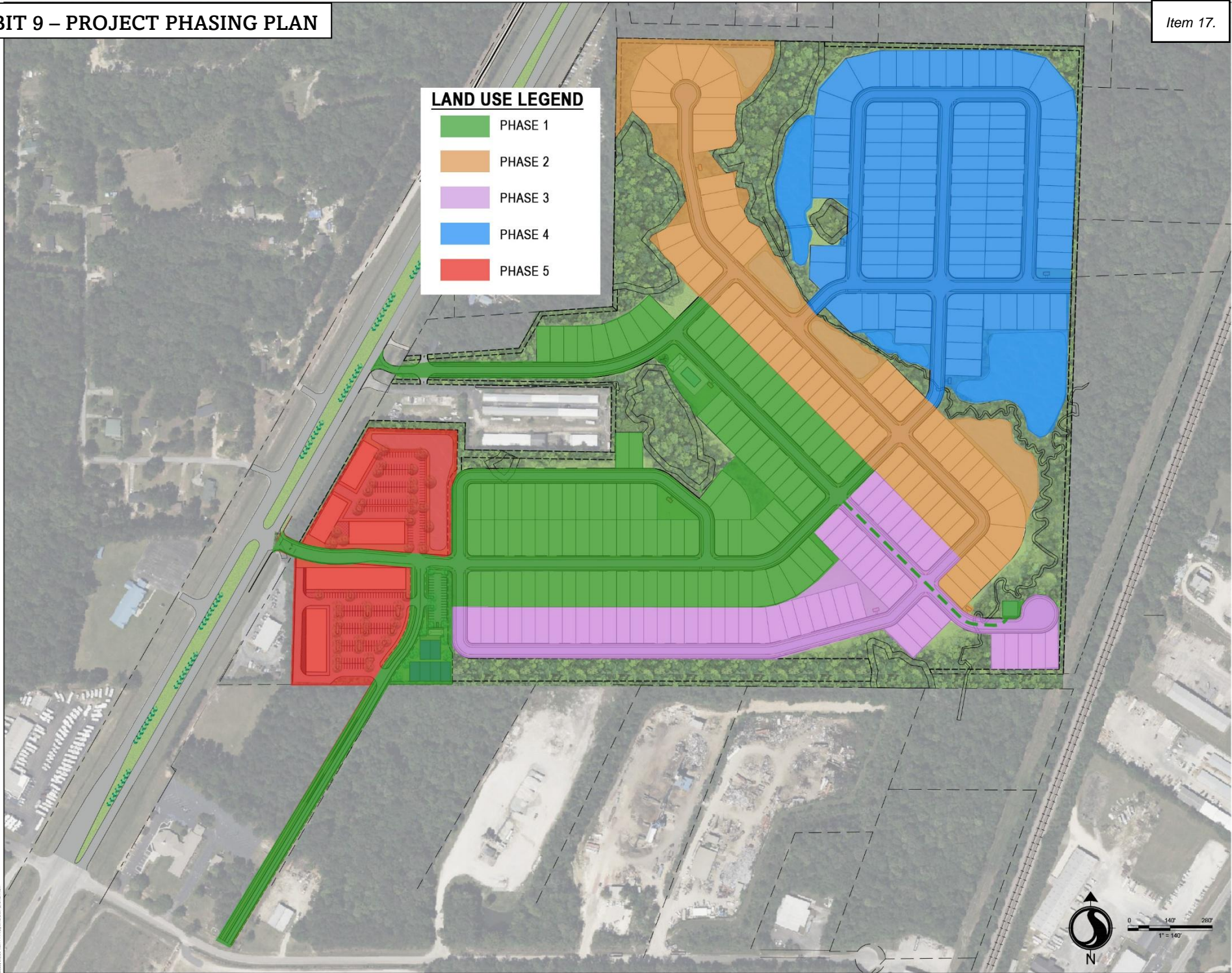
01/20/2023 10:13 AM



EXHIBIT 9 – PROJECT PHASING PLAN

**LAND USE LEGEND**


- PHASE 1 (Green)
- PHASE 2 (Orange)
- PHASE 3 (Purple)
- PHASE 4 (Blue)
- PHASE 5 (Red)

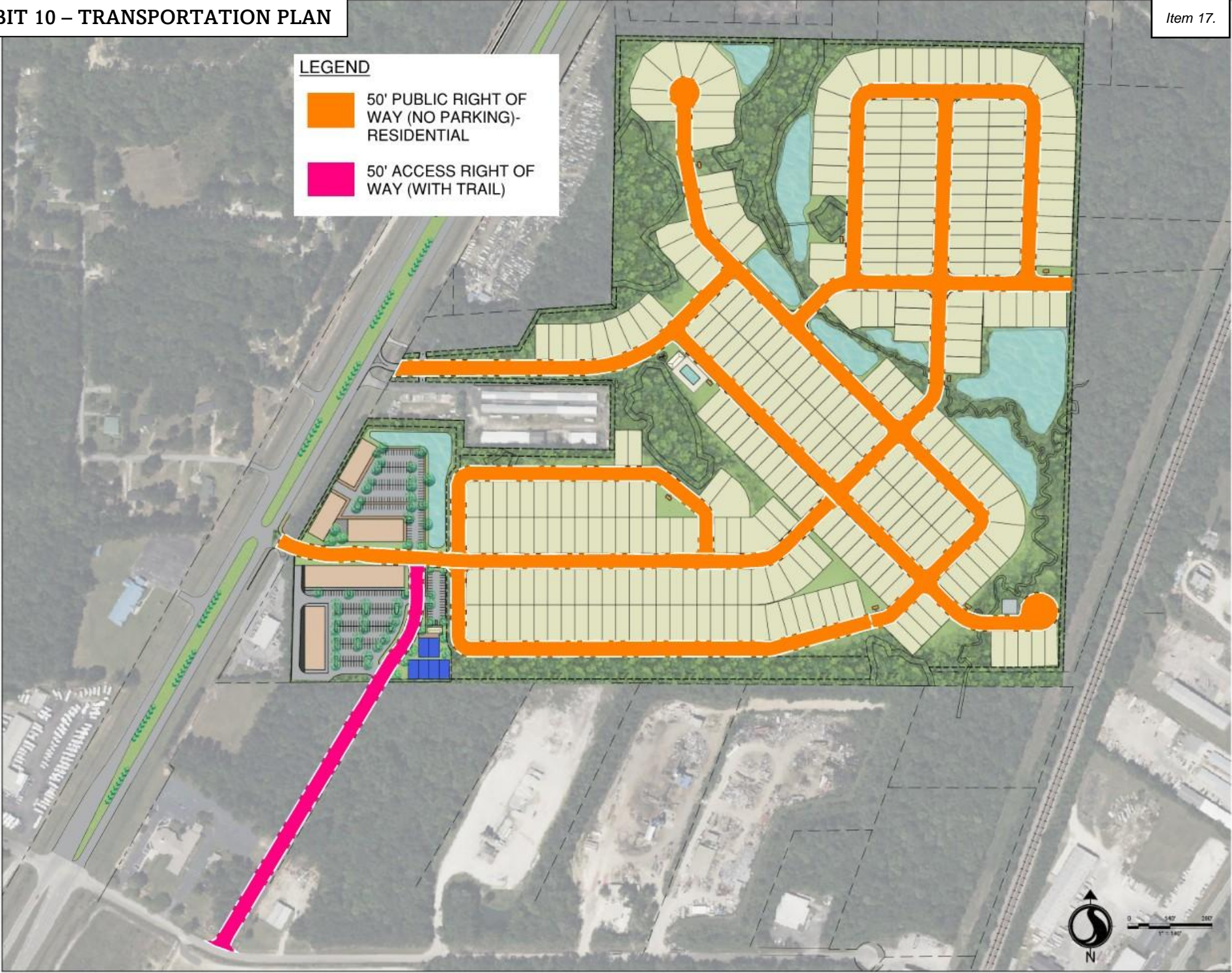


U:\310025640\proj\_dev\310025640\310025640.dwg, 25/07/2012 12:17:18 PM, 1/1/2012 12:17:18 PM, 1/1/2012 12:17:18 PM

ORIGINAL SHEET ARCH-10

**LEGEND**

-  50' PUBLIC RIGHT OF WAY (NO PARKING)- RESIDENTIAL
-  50' ACCESS RIGHT OF WAY (WITH TRAIL)



08/20/2018 10:58:00 AM 10/20/2018 10:58:00 AM 10/20/2018 10:58:00 AM

**EXHIBIT 11.1 – 50' ROAD ROW**



**EXHIBIT 11.2 – 50' ACCESS ROW (WITH TRAIL)**



EXHIBIT 12– UTILITIES AVAILABILITY LETTER

**Electric: Santee Cooper**



Monday, November 4, 2024

Stantec  
Attention: Erica Reiser  
4969 Center Pointe Drive, Suite 200  
North Charleston, SC 29418

**Project: Weathers Tract PD**

**Project Location: Highway 52, Moncks Corner  
Berkeley County TMS: 162-00-01-029, 162-00-01-020, 162-02-00-017,  
162-02-00-020, 162-02-00-019**

Dear Ms. Reiser:

Please be advised that the above-referenced location is within the electric service territory of Santee Cooper. The electrical load requirements for this project have been reviewed and approved by our Distribution Planning Department. The necessary easements(s) and/or rights-of-way must be granted prior to our installation, and all Santee Cooper terms and conditions of service, including any applicable investment recovery charges, must be satisfied by your contractor(s) and/or representative(s). If the above conditions are met, we expect to have adequate electric service capacity and facilities available to serve this project upon the completion of your construction.

We ask that you please keep us apprised of your construction schedule and electric service requirements. If you need further assistance or additional information, please do not hesitate to contact me.

Sincerely,

  
John F. Curtis, P.E.  
Manager, Distribution Project Design – Horry Georgetown Division

Distribution Planning  
Reviewed by: M. D. Waters  
Date: 11/4/2024

pc: B. D. Lewis, Carlita Goff, M. D. Waters, W. M. James, C.F. McCants



Official Home Builder of the PGA TOUR

May 15, 2025

Mr. Samuel Hormell  
Administrator  
Moncks Corner Water Works

**Weathers Tract Water and Sewer**

Dear Samuel,

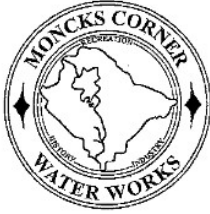
Dream Finders Homes, LLC is prepared to pay Water and Sewer impact fees in the amount of \$3,700 per lot for the project referenced above (\$1,500 for water and \$2,200 for sewer) to Moncks Corner Water Works in a manner consistent with current projects that Moncks Corner Water Works serves. In exchange for the payment of these impact fees, Moncks Corner Water Works will swap water and sewer service areas with BCWS, so that water and sewer for the project will be served by BCWS. The estimated lot count for the project is 360 lots subject to PD approval. DFH is in the process of applying for annexation into the town and rezoning to PD on the project referenced above.

Sincerely,

Michael Condon  
Vice President of Land / Charleston

**AGREED AND ACCEPTED:**

By:   
Name: Samuel Hormell  
Date: 5/15/25



**MONCK'S CORNER WATER WORKS**

**PUBLIC WORKS COMMISSION**

S.E. Hornell  
Administrator

Commissioners:

J. Wayne Varner, Chairman  
Christopher M. Harrison      Michael E. Harrelson

3/13/2025

Mr. Johnny Cribb

Berkeley County Government

1003 US-52, Moncks Corner, SC 29461

Re: **Re: 162-02-00-017, 162-02-01-020, 162-02-01-029**

Mr Cribb:

After discussions amongst Moncks Corner Public Works Commission, in regards to the above listed TMS numbers, we have found it in the best interest of all involved parties to relinquish rights to water and sewer. These properties are located on the border of our territories, and the best fit for service of utilities seems to be for BCWS to serve them. Moncks Corner Public Works hereby relinquishes all current and future water and sewer rights of the above listed properties to Berkeley County.

If you have any questions, feel free to reach out to my office at 843-719-7965.

Sincerely,

A handwritten signature in black ink that reads "Wayne Varner".

Wayne Varner

Chairman

Moncks Corner Water Works

## EXHIBIT 13– WETLANDS APPROVED JURISDICTIONAL DETERMINATION



**DEPARTMENT OF THE ARMY**  
U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT  
69A HAGOOD AVE  
CHARLESTON, SOUTH CAROLINA 29403

June 12, 2025

Regulatory Division

Ms. Encarna Robinson  
DFH Crescent, LLC  
1510 North Highway 17  
Mt. Pleasant, South Carolina 29461-3510  
encarna.robinson@dreamfindershomes.com

Dear Ms. Robinson:

This is in response to your request for an Approved Jurisdictional Determination (AJD) (SAC-2023-00774) received in our office on October 23, 2024, for a 94.93-acre site identified as TMS# 162-00-01-020, 162-00-01-029, 162-00-00-017, and 162-01-00-019, east of and adjacent to U.S. Highway 52, Moncks Corner, Berkeley County, South Carolina (Latitude: 33.174584°, Longitude: -80.016563°). An AJD is used to indicate the Corps has identified the presence or absence of wetlands and/or other aquatic resources on a site, including their accurate location(s) and boundaries, as well as their jurisdictional status pursuant to Section 404 of the Clean Water Act (CWA) (33 U.S.C. § 1344) and/or navigable waters of the United States pursuant to Section 10 of the Rivers and Harbors Act of 1899 (RHA) (33 U.S.C. § 403).

The site is shown on the attached map titled "WEATHERS TRACT AERIAL WITH FEATURES AND BOUNDARY COORDINATES" and dated June 4, 2025, prepared by Passarella and Associates Inc. Based on a review of aerial photography, topographic maps, National Wetlands Inventory maps, soil survey information, Wetland Determination Data Form(s), and LiDAR imagery, we conclude the referenced map accurately reflects the location and boundaries of aquatic resources within the site. The site contains 1.65 acres of jurisdictional wetlands, and 3,464 linear feet of other waters of the United States that are subject to Corps' jurisdiction under Section 404 of the CWA

The site also contains 4.15 acres of freshwater wetlands as federally defined by the 1987 Corps of Engineers Wetland Delineation Manual and applicable regional supplement; however, the 4.15 acres of freshwater wetlands are not subject to Corps' jurisdiction based upon U.S. Supreme Court decisions. The location and configuration of these non-jurisdictional areas are reflected on the above referenced map. It should be clearly noted that decisions of the U.S. Supreme Court to exclude certain waters and wetlands from federal jurisdiction under the CWA have no effect on any state or local government restrictions or requirements concerning wetlands. You are strongly cautioned to ascertain whether such restrictions or requirements exist for the area in question before undertaking any activity which might impact these aquatic resources.

The site in question also contains aquatic resources that are not subject to regulatory jurisdiction under Section 404 of the CWA or Section 10 of the RHA.

Attached is a Memorandum for Record describing the basis of jurisdiction for the delineated area(s). Be aware that a Department of the Army (DA) permit may be required for certain activities in the areas subject to Corps' regulatory jurisdiction, and these areas may be subject to restrictions or requirements of other state or local government agencies.

If you submit a permit application as a result of this AJD, include a copy of this letter and the map as part of the application. Not submitting the letter and depiction will cause a delay while we confirm an AJD was performed for the proposed permit project area. Note that some or all of these areas may be regulated by other state or local government entities, and you should contact the South Carolina Department of Environmental Services, Bureau of Water, or Bureau of Coastal Management, to determine the limits of their jurisdiction.

This AJD is valid for five (5) years from the date of this letter unless new information warrants revision before the expiration date. This AJD is an appealable action under the Corps of Engineers administrative appeal procedures defined at 33 CFR Part 331. The administrative appeal options, process and appeals request form is attached for your convenience and use.

This AJD was conducted pursuant to Corps of Engineers' regulatory authority to identify the limits of Corps of Engineers' jurisdiction for the particular site identified in this request. This AJD may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

In all future correspondence, please refer to file number SAC-2023-00774. A copy of this letter is forwarded to State and/or Federal agencies for their information. If you have any questions, please contact T. Brian Hardee, project manager, at (843) 365-0848, or by email at [Tony.B.hardee@usace.army.mil](mailto:Tony.B.hardee@usace.army.mil).

Sincerely,



T. Brian Hardee  
Team Lead / South Branch

Attachments:

Memorandum for Record

Notification of Appeal Options

Map titled "WEATHERS TRACT AERIAL WITH FEATURES AND BOUNDARY COORDINATES"

Copies Furnished:

Ms. Molly Takacs

Passarella & Associates, Inc

363 Wando Place Drive, Suite 200

Mt. Pleasant, South Carolina 29464

[mollyt@passarella.net](mailto:mollyt@passarella.net)

SCDES – Bureau of Water

2600 Bull Street

Columbia, South Carolina 29201

[WQCWetlands@des.sc.gov](mailto:WQCWetlands@des.sc.gov)

SCDES – Bureau of Coastal Management

1362 McMillan Avenue, Suite 400

North Charleston, South Carolina 29405

[OCRMPermitting@des.sc.gov](mailto:OCRMPermitting@des.sc.gov)



DEPARTMENT OF THE ARMY  
 U.S. ARMY CORPS OF ENGINEERS, CESAC DISTRICT  
 69A HAGOOD AVE  
 CHARLESTON, SOUTH CAROLINA 29403

CESAC-RD

June 12, 2025

MEMORANDUM FOR RECORD

SUBJECT: US Army Corps of Engineers (Corps) Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), <sup>1</sup>SAC-2023-00774 MFR 1 of 1<sup>2</sup>

BACKGROUND. An Approved Jurisdictional Determination (AJD) is a Corps document stating the presence or absence of waters of the United States on a parcel or a written statement and map identifying the limits of waters of the United States on a parcel. AJDs are clearly designated appealable actions and will include a basis of JD with the document.<sup>3</sup> AJDs are case-specific and are typically made in response to a request. AJDs are valid for a period of five years unless new information warrants revision of the determination before the expiration date or a District Engineer has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.<sup>4</sup> For the purposes of this AJD, we have relied on section 10 of the Rivers and Harbors Act of 1899 (RHA),<sup>5</sup> the Clean Water Act (CWA) implementing regulations published by the Department of the Army in 1986 and amended in 1993 (references 2.a. and 2.b. respectively), the 2008 *Rapanos-Carabell* guidance (reference 2.c.), and other applicable guidance, relevant case law and longstanding practice, (collectively the pre-2015 regulatory regime), and the *Sackett* decision (reference 2.d.) in evaluating jurisdiction.

This Memorandum for Record (MFR) constitutes the basis of jurisdiction for a Corps AJD as defined in 33 CFR §331.2. The features addressed in this AJD were evaluated consistent with the definition of “waters of the United States” found in the pre-2015 regulatory regime and consistent with the Supreme Court’s decision in *Sackett*. This AJD did not rely on the 2023 “Revised Definition of ‘Waters of the United States,’” as

<sup>1</sup> While the Supreme Court’s decision in *Sackett* had no effect on some categories of waters covered under the CWA, and no effect on any waters covered under RHA, all categories are included in this Memorandum for Record for efficiency.

<sup>2</sup> When documenting aquatic resources within the review area that are jurisdictional under the Clean Water Act (CWA), use an additional MFR and group the aquatic resources on each MFR based on the TNW, interstate water, or territorial seas that they are connected to. Be sure to provide an identifier to indicate when there are multiple MFRs associated with a single AJD request (i.e., number them 1, 2, 3, etc.).

<sup>3</sup> 33 CFR 331.2.

<sup>4</sup> Regulatory Guidance Letter 05-02.

<sup>5</sup> USACE has authority under both Section 9 and Section 10 of the Rivers and Harbors Act of 1899 but for convenience, in this MFR, jurisdiction under RHA will be referred to as Section 10.

CESAC-RD  
SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SAC-2023-00774

amended on 8 September 2023 (Amended 2023 Rule) because, as of the date of this decision, the Amended 2023 Rule is not applicable in this state due to litigation.

1. SUMMARY OF CONCLUSIONS.

- a. Provide a list of each individual feature within the review area and the jurisdictional status of each one (i.e., identify whether each feature is/is not a water of the United States and/or a navigable water of the United States).

Name of Aquatic Resource	Acres (AC.) /Linear Feet (L.F)	Waters of the US (JD or Non-JD)	Section 404/Section 10
Jurisdictional Wetland 1	1.65 acres	JD	404
Jurisdictional Tributary 1	3464 linear feet	JD	404
Non-JD wetland 1	0.66	Non-JD	N/A
Non-JD wetland 2	1.78	Non-JD	N/A
Non-JD wetland 3	0.15	Non-JD	N/A
Non-JD wetland 4	1.02	Non-JD	N/A
Non-JD wetland 5	0.06	Non-JD	N/A
Non-JD wetland 6	0.29	Non-JD	N/A
Non-JD wetland 7	0.19	Non-JD	N/A
Non-JD Feature 1	1580 linear feet	Non-JD	N/A
Non-JD Feature 2	280 linear feet	Non-JD	N/A
Non-JD Feature 3	406 linear feet	Non-JD	N/A
Non-JD Feature 4	344 linear feet	Non-JD	N/A
Non-JD Feature 5	197 linear feet	Non-JD	N/A

2. REFERENCES.

- a. Final Rule for Regulatory Programs of the Corps of Engineers, 51 FR 41206 (November 13, 1986).
- b. Clean Water Act Regulatory Programs, 58 FR 45008 (August 25, 1993).
- c. U.S. EPA & U.S. Army Corps of Engineers, Clean Water Act Jurisdiction Following the U.S. Supreme Court’s Decision in *Rapanos v. United States & Carabell v. United States* (December 2, 2008)
- d. *Sackett v. EPA*, 598 U.S. 651, 143 S. Ct. 1322 (2023)

CESAC-RD

SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SAC-2023-00774

3. REVIEW AREA.  
Project size: 94.93 acres  
Coordinates: 33.1749°, -80.0190°  
Moncks Corner, Berkeley County, South Carolina  
The review area is currently forested with mixture of wetlands, tributaries, ditches, and upland area. The surrounding area is mixed commercial and residential.
4. NEAREST TRADITIONAL NAVIGABLE WATER (TNW), INTERSTATE WATER, OR THE TERRITORIAL SEAS TO WHICH THE AQUATIC RESOURCE IS CONNECTED. The Cooper River, a tidal waterbody.
5. FLOWPATH FROM THE SUBJECT AQUATIC RESOURCES TO A TNW, INTERSTATE WATER, OR THE TERRITORIAL SEAS. Onsite wetlands and tributary continue offsite to the south, turning east after flowing under CSX railroad and Old Highway 52, eventually discharging directly into the Cooper River.
6. SECTION 10 JURISDICTIONAL WATERS<sup>6</sup>: Describe aquatic resources or other features within the review area determined to be jurisdictional in accordance with Section 10 of the Rivers and Harbors Act of 1899. Include the size of each aquatic resource or other feature within the review area and how it was determined to be jurisdictional in accordance with Section 10.<sup>7</sup> N/A
7. SECTION 404 JURISDICTIONAL WATERS: Describe the aquatic resources within the review area that were found to meet the definition of waters of the United States in accordance with the pre-2015 regulatory regime and consistent with the Supreme Court's decision in *Sackett*. List each aquatic resource separately, by name, consistent with the naming convention used in section 1, above. Include a rationale for each aquatic resource, supporting that the aquatic resource meets the relevant category of "waters of the United States" in the pre-2015 regulatory regime. The rationale should also include a written description of, or reference to a map in the administrative record that shows, the lateral limits of jurisdiction for each aquatic resource, including how that limit was determined, and incorporate relevant

<sup>6</sup> 33 CFR 329.9(a) A waterbody which was navigable in its natural or improved state, or which was susceptible of reasonable improvement (as discussed in § 329.8(b) of this part) retains its character as "navigable in law" even though it is not presently used for commerce, or is presently incapable of such use because of changed conditions or the presence of obstructions.

<sup>7</sup> This MFR is not to be used to make a report of findings to support a determination that the water is a navigable water of the United States. The district must follow the procedures outlined in 33 CFR part 329.14 to make a determination that water is a navigable water of the United States subject to Section 10 of the RHA.

CESAC-RD

SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SAC-2023-00774

references used. Include the size of each aquatic resource in acres or linear feet and attach and reference related figures as needed.

- a. TNWs (a)(1): N/A
  - b. Interstate Waters (a)(2): N/A
  - c. Other Waters (a)(3): N/A
  - d. Impoundments (a)(4): N/A
  - e. Tributaries (a)(5): Jurisdictional Tributary 1 is a 3464 linear foot perennial tributary that bisects the interior of the site and bisects Jurisdictional Wetland 1. This feature demonstrates relatively permanent flow with a clearly defined OHWM as observed with data supplied by the agent as well as naturally form sinuosity as observed in aerial imagery. This feature would be considered a "requisite water".
  - f. The territorial seas (a)(6): N/A
  - g. Adjacent wetlands (a)(7): Jurisdictional Wetland 1 was determined to meet the three parameters of the 1987 Corps of Engineers Wetland Delineation Manual. This feature is bisected by a "requisite water", Jurisdictional Tributary 1, that eventually discharges into the Cooper River, a named TNW. The bisection of this tributary satisfies the physical abutment of a wetland to a requisite water as outlined in the current Sackett decision implementation guidance.
8. NON-JURISDICTIONAL AQUATIC RESOURCES AND FEATURES
- a. Describe aquatic resources and other features within the review area identified as "generally non-jurisdictional" in the preamble to the 1986 regulations (referred to as "preamble waters").<sup>8</sup> Include size of the aquatic resource or feature within the review area and describe how it was determined to be non-jurisdictional under the CWA as a preamble water. N/A
  - b. Describe aquatic resources and features within the review area identified as "generally not jurisdictional" in the *Rapanos* guidance. Include size of the aquatic resource or feature within the review area and describe how it was determined to be non-jurisdictional under the CWA based on the criteria listed in the guidance. N/A

---

<sup>8</sup> 51 FR 41217, November 13, 1986.

CESAC-RD

SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SAC-2023-00774

- c. Describe aquatic resources and features identified within the review area as waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of CWA. Include the size of the waste treatment system within the review area and describe how it was determined to be a waste treatment system. N/A
- d. Describe aquatic resources and features within the review area determined to be prior converted cropland in accordance with the 1993 regulations (reference 2.b.). Include the size of the aquatic resource or feature within the review area and describe how it was determined to be prior converted cropland. N/A
- e. Describe aquatic resources (i.e. lakes and ponds) within the review area, which do not have a nexus to interstate or foreign commerce, and prior to the January 2001 Supreme Court decision in “*SWANCC*,” would have been jurisdictional based solely on the “Migratory Bird Rule.” Include the size of the aquatic resource or feature, and how it was determined to be an “isolated water” in accordance with *SWANCC*.
- f. Describe aquatic resources and features within the review area that were determined to be non-jurisdictional because they do not meet one or more categories of waters of the United States under the pre-2015 regulatory regime consistent with the Supreme Court’s decision in *Sackett* (e.g., tributaries that are non-relatively permanent waters; non-tidal wetlands that do not have a continuous surface connection to a jurisdictional water).

Non-jurisdictional Wetland 1- Although in itself it meets the criteria set forth in the 1987 Wetland Delineation Manual and the 2009 Coastal Plain Supplement, this wetland (approximately 0.66 acres) was found to be non-adjacent due to its hydrologic separation from other Waters of the US. All water contained within this wetland is retained within the wetland boundary and percolates to an unknown depth. Because of the lack of a discernable outfall, and topographic elevation differences that inhibited any surface or subsurface hydrologic connection, this wetland is isolated and not connected to any other Waters of the US. No surface or subsurface connection could be found after a review of aerial photography, soil survey data, NWI data, or USGS Topographic Maps.

Non-jurisdictional Wetland 2- Although in itself it meets the criteria set forth in the 1987 Wetland Delineation Manual and the 2009 Coastal Plain Supplement, this wetland (approximately 1.78 acres) was found to be non-adjacent due to its hydrologic separation from other Waters of the US. All water contained within this wetland is retained within the wetland boundary and percolates to an unknown

CESAC-RD

SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SAC-2023-00774

depth. Because of the lack of a discernable outfall, and topographic elevation differences that inhibited any surface of subsurface hydrologic connection, this wetland is isolated and not connected to any other Waters of the US. No surface or subsurface connection could be found after a review of aerial photography, soil survey data, NWI data, or USGS Topographic Maps.

Non-jurisdictional Wetland 3- Although in itself it meets the criteria set forth in the 1987 Wetland Delineation Manual and the 2009 Coastal Plain Supplement, this wetland (approximately 0.15 acres) was found to be non-adjacent due to its hydrologic separation from other Waters of the US. All water contained this wetland wetlands is retained within the wetland boundary and percolates to an unknown depth. Because of the lack of a discernable outfall, and topographic elevation differences that inhibited any surface of subsurface hydrologic connection, this wetland is isolated and not connected to any other Waters of the US. No surface or subsurface connection could be found after a review of aerial photography, soil survey data, NWI data, or USGS Topographic Maps.

Non-jurisdictional Wetland 4- Although in itself it meets the criteria set forth in the 1987 Wetland Delineation Manual and the 2009 Coastal Plain Supplement, this wetland (approximately 0.66 acres) was found to be non-adjacent due to its hydrologic separation from other Waters of the US. Non-jurisdictional feature 1 flows into this wetland and all water contained within this wetland is retained within the wetland boundary and percolates to an unknown depth. Because of the lack of a discernable outfall, and topographic elevation differences that inhibited any surface of subsurface hydrologic connection, this wetland is isolated and not connected to any other Waters of the US. No surface or subsurface connection could be found after a review of aerial photography, soil survey data, NWI data, or USGS Topographic Maps.

Non-jurisdictional Wetland 5- Although in itself it meets the criteria set forth in the 1987 Wetland Delineation Manual and the 2009 Coastal Plain Supplement, this wetland (approximately 0.06 acres) was found to be non-adjacent due to its hydrologic separation from other Waters of the US. Non-jurisdictional features 3, 4, and 5 flow into this wetland and all water contained within these wetlands is retained within the wetland boundary and percolates to an unknown depth. Because of the lack of a discernable outfall, and topographic elevation differences that inhibited any surface of subsurface hydrologic connection, this wetland is isolated and not connected to any other Waters of the US. No surface or subsurface connection could be found after a review of aerial photography, soil survey data, NWI data, or USGS Topographic Maps.

CESAC-RD

SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SAC-2023-00774

Non-jurisdictional Wetland 6- Although in itself it meets the criteria set forth in the 1987 Wetland Delineation Manual and the 2009 Coastal Plain Supplement, this wetland (approximately 0.29 acres) was found to be non-adjacent due to its hydrologic separation from other Waters of the US. All water contained within this wetland is retained within the wetland boundary and percolates to an unknown depth. Because of the lack of a discernable outfall, and topographic elevation differences that inhibited any surface or subsurface hydrologic connection, this wetland is isolated and not connected to any other Waters of the US. No surface or subsurface connection could be found after a review of aerial photography, soil survey data, NWI data, or USGS Topographic Maps.

Non-jurisdictional Wetland 7 - Although in itself it meets the criteria set forth in the 1987 Wetland Delineation Manual and the 2009 Coastal Plain Supplement, this wetland (approximately 0.66 acres) was found to be non-adjacent due to its hydrologic separation from other Waters of the US. All water contained within this wetland is retained within the wetland boundary and percolates to an unknown depth. Because of the lack of a discernable outfall, and topographic elevation differences that inhibited any surface or subsurface hydrologic connection, this wetland is isolated and not connected to any other Waters of the US. No surface or subsurface connection could be found after a review of aerial photography, soil survey data, NWI data, or USGS Topographic Maps.

Non-JD Features 1-5 are each linear features that do not contain flow requirements of a relatively permanent water. These features are man-made ditches, conveying stormwater primarily, but do connect to onsite wetlands that are non-jurisdictional. They are documented here because, although not jurisdictional, they would not meet the 3 requirements of an upland ditch.

Non-JD Feature 1	1580 linear feet	Non-JD	N/A
Non-JD Feature 2	280 linear feet	Non-JD	N/A
Non-JD Feature 3	406 linear feet	Non-JD	N/A
Non-JD Feature 4	344 linear feet	Non-JD	N/A
Non-JD Feature 5	197 linear feet	Non-JD	N/A

CESAC-RD

SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SAC-2023-00774

9. DATA SOURCES. List sources of data/information used in making determination. Include titles and dates of sources used and ensure that information referenced is available in the administrative record.
  - a. Review performed for Site Evaluation: Office (desktop) Determination.  
Date: June 12, 2025
  - b. Map submitted by or on behalf of, the applicant/consultant:  
Map titled "WEATHERS TRACT AERIAL WITH FEATURES AND BOUNDARY COORDINATES" dated June 4, 2025.
  - c. Wetland Delineation Data Sheets: Prepared and submitted by or on behalf of the applicant/consultant. This office concurs with the data sheets/delineation report.
  - d. Site Photographs: Photos provided by Passarella and Associates Inc, submitted as part of the JD request dated October 23, 2024.
  - e. Previous AJD: N/A
  - f. USGS Topographic map: 7.5 Minute – Moncks Corner: Quad depicts the review area void of forested uplands with a solid blue line for tributary onsite..
  - g. USFWS National Wetland Inventory (NWI) Map Service: NWI depicts the review area as upland with three freshwater wetlands. <https://arcportal-ucop-corps.usace.army.mil/s0portal/home/item.html?id=1eb5aab71973402fbd879cbb7bd3595>
  - h. National Hydrographic Dataset (NHD): NHD does not depict any linear features within the review area.  
<https://hydro.nationalmap.gov/arcgis/rest/services/nhd/MapServer>
  - i. USDA NRCS Soil Survey: USDA-NCSS SSURGO and STATSGO digital soil survey  
This layer displays soil map units derived from the SSURGO database.  
<https://arcportal-ucop-corps.usace.army.mil/s0portal/home/item.html?id=045a6ccb74954698892c0cc5106beee5>
  - j. USGS 3D Elevation Program (3DEP) Map Service: <https://arcportal-ucop-corps.usace.army.mil/s0portal/home/item.html?id=8ba4619c2e60467a909a1bc31e3a06cc>

CESAC-RD

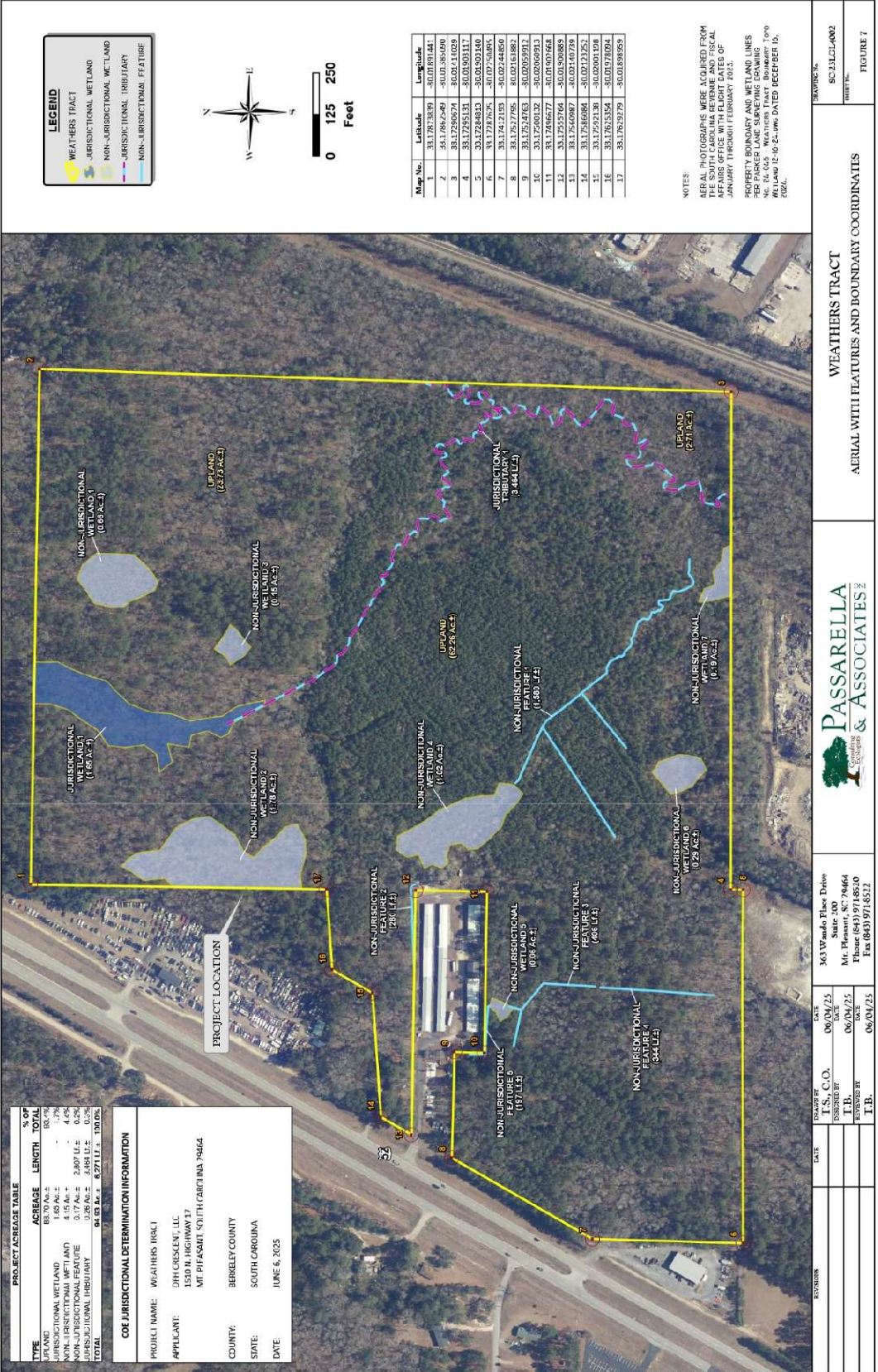
SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SAC-2023-00774

- k. Aerial Imagery: ESRI Base layer imagery, 2020 SCDNR IR Aerial\_2020\_NIR (Map Service)  
[https://tiles.arcgis.com/tiles/RvqSyw3dil7dTKo5/arcgis/rest/services/SC\\_2020\\_NIR/MapServer](https://tiles.arcgis.com/tiles/RvqSyw3dil7dTKo5/arcgis/rest/services/SC_2020_NIR/MapServer)

10. OTHER SUPPORTING INFORMATION.

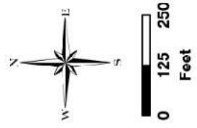
- a. EPA / HQ joint memo, MEMORANDUM TO THE FIELD BETWEEN THE U.S. DEPARTMENT OF THE ARMY, U.S. ARMY CORPS OF ENGINEERS AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY CONCERNING THE PROPER IMPLEMENTATION OF “CONTINUOUS SURFACE CONNECTION” UNDER THE DEFINITION OF “WATERS OF THE UNITED STATES” UNDER THE CLEAR WATER ACT, dated March 12, 2025.

11. NOTE: The structure and format of this MFR were developed in coordination with the EPA and Department of the Army. The MFR's structure and format may be subject to future modification or may be rescinded as needed to implement additional guidance from the agencies; however, the approved jurisdictional determination described herein is a final agency action.



**LEGEND**

- WEATHERS TRACT
- JURISDICTIONAL WETLAND
- NON-JURISDICTIONAL WETLAND
- JURISDICTIONAL TRIBUTARY
- NON-JURISDICTIONAL FEATURE



Map No.	Latitude	Longitude
1	35.17875839	-80.071891541
2	35.17866249	-80.07385096
3	35.1786274	-80.0733117
4	35.1784833	-80.07303146
5	35.17828276	-80.07256895
6	35.17817153	-80.07244590
7	35.17827795	-80.07246882
8	35.17824763	-80.07059717
9	35.17900132	-80.02069913
10	35.17946277	-80.01007458
11	35.17955769	-80.01008885
12	35.17966777	-80.01121252
13	35.17969884	-80.01121252
14	35.17922198	-80.02001108
15	35.17825354	-80.01178094
16	35.17829279	-80.01898593
17	35.17875839	-80.071891541

**NOTES**  
 AERIAL PHOTOGRAPHS WERE ACQUIRED FROM THE SOUTH CAROLINA REVENUE AND FISCAL AFFAIRS OFFICE WITH FLIGHT DATES OF JANUARY THROUGH FEBRUARY 2015.  
 PROPERTY BOUNDARY AND WETLAND LINES WERE OBTAINED FROM THE SOUTH CAROLINA REVENUE AND FISCAL AFFAIRS OFFICE WITH FLIGHT DATES OF JANUARY THROUGH FEBRUARY 2015.  
 WETLAND LINES WERE DATED DECEMBER 15, 2011.

**PROJECT ACREAGE TABLE**

TYPE	ACREAGE	LENGTH	TOTAL	% OF TOTAL
UPLAND	85.70 Ac.±		85.70	95.7%
JURISDICTIONAL WETLAND	4.15 Ac.±		4.15	4.7%
NON-JURISDICTIONAL WETLAND	3.17 Ac.±	2,867 Ft.±	3.17	3.6%
JURISDICTIONAL TRIBUTARY	0.26 Ac.±	2,494 Ft.±	0.26	0.3%
<b>TOTAL</b>	<b>93.38 Ac.±</b>	<b>5,371 Ft.±</b>	<b>93.38</b>	<b>100.0%</b>

**COE JURISDICTIONAL DETERMINATION INFORMATION**

PROJECT NAME: WEATHERS TRACT  
 APPLICANT: DIVE GUSKENT, LLC  
 1550 W. HARTWAY ST.  
 MT. PLEASANT, SOUTH CAROLINA 29464  
 COUNTY: BERKELEY COUNTY  
 STATE: SOUTH CAROLINA  
 DATE: JUNE 6, 2025



363 Woods Place Drive  
 Suite 100  
 Mt. Pleasant, SC 29464  
 Phone (843) 971-8510  
 Fax (843) 971-8512

DATE	REVISOR	DATE	REVISOR
06/01/25	J.S., C.O.	06/01/25	J.S., C.O.
06/01/25	T.B.	06/01/25	T.B.
06/01/25	T.B.	06/01/25	T.B.

WEATHERS TRACT  
 AERIAL WITH FEATURES AND BOUNDARY COORDINATES

SCALE: AS SHOWN

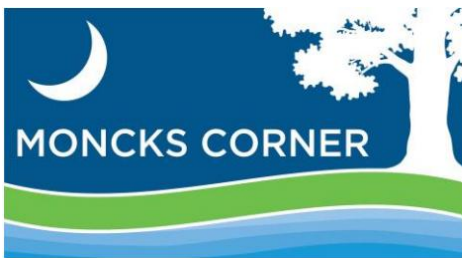


363 Woods Place Drive  
 Suite 100  
 Mt. Pleasant, SC 29464  
 Phone (843) 971-8510  
 Fax (843) 971-8512

DATE	REVISOR	DATE	REVISOR
06/01/25	J.S., C.O.	06/01/25	J.S., C.O.
06/01/25	T.B.	06/01/25	T.B.
06/01/25	T.B.	06/01/25	T.B.

SCALE: AS SHOWN

FIGURE 7



*The Lowcountry's Hometown*

PO Box 700 | Moncks Corner, SC 29461 | 843.719.7900 | monckscorner.sc.gov

## STAFF REPORT

**TO:** Town Council  
**FROM:** Justin Westbrook, Community Development Director  
**SUBJECT:** Annexation (AN-24-03) – Dream Finders  
**DATE:** April 21, 2026

**Background:** The applicant, Dream Finders, has applied for an Annexation (AN-24-03) for four (4) complete parcels; the “Reid” parcel (TMS# 162-00-01-029), the “Callum” parcel (TMS # 162-00-01-020), the “Flarisee” parcel (TMS # 162-02-00-019), and the “Morgan” parcel (TMS # 162-02-00-017). The application also includes a future portion of another parcel, the “church” parcel (TMS # 162-02-00-015). The parcels are currently zoned within Berkeley County, zoned as their **Heavy Industrial (HI)** zoning district, and total approximately 96.01 acres. The applicant is seeking the parcels to be annexed and zoned **Planned Development (PD)** which will provide a mix of uses, including residential and commercial, with various housing types, to include single family attached (townhomes) and a mix of single family detached dwelling with varying lot sizes.

**Existing Zoning:** The subject parcels currently reside in Berkeley County with their **Heavy Industrial (HI)** district designation. The County’s Zoning Ordinance specifies that their **HI** District is intended to:

*“Provide for areas within the county where heavy industrial uses and compatible uses may take place, including, but not limited to, the mechanical or chemical transformation of organic or inorganic substances into new products.”*

	Adjacent Zoning	Adjacent Land Use
<b>North</b>	Flex-1 (Berkeley County)	Single-family Residential
<b>South</b>	Planned Development Residential (PD-R)	Industrial Use
	Light Industrial (M-1)	Concrete Plant
	Heavy Industrial (HI) (Berkeley County)	UNDEVELOPED, Industrial Use
<b>East</b>	Planned Development – Commercial (PD-R)	UNDEVELOPED
	Heavy Industrial (HI) (Berkeley County)	UNDEVELOPED
<b>West</b>	Residential (R-2) (Berkeley County)	Single Family Dwellings
	Heavy Industrial (HI) (Berkeley County)	Church, Used Car Sales, RV Sales

**Existing Site Conditions:** The subject parcels total approximately 96.01 acres, which are currently undeveloped. Per the National Wetlands Inventory map, there does appear to be a significant number of wetlands shown,

spread throughout the parcel. However, per the applicant's PD Document, the wetlands seem to be m with the applicant proposing very limited if any disturbance of the wetlands delineated in their documentation. The application's intact parcels are currently accessible by US-52, and benefit from approximately 488-feet (TMS # 162-02-00-017) and approximately 105-feet (TMS # 162-02-00-019) of road frontage. The portion of the parcel owned by the Grove Christian Church, will be created prior to the public hearing before Town Council. This new parcel will be approximately 50-feet in width with similar road frontage along Ben Baron Lane.

**Proposed Zoning Request:** The applicant has requested to annex and apply a **Planned Development (PD)** district to the subject parcels. Per the Town's Zoning Ordinance, the **PD District** is intended to:

*"...encourage the development of mixed-use communities which provide a range of harmonious land uses (residential, commercial, cultural, educational, etc.) which support the mixed uses within the planned unit development (PD District)."*

The proposed PD Document divides the 96.01 acre project into three (3) districts. The first district includes what Staff considers the main development entrance through the "church" parcel. This roadway is prescribed to have a typical cross section, 10-foot multi-use path and enhanced landscaping that is more intensive than other streetscapes through the development. This district will include at least 50,000 ft<sup>2</sup> of commercial area. The second district will include a pickleball facility constructed by the developer, to the Town's specifications and dedicated to the Town for ownership and operation.

The third district includes the Series A and Series B residential lots, which serve as the large-lot units for the development. The residential development, per the Development Agreement, will be developed in accordance with a prescribed schedule, with certain benchmarks for the required commercial district and pickleball facility being required prior to certain percentages of the residential development being constructed. This will ensure the residential is developed in a fashion closer related to the development of the vital commercial district of the development.

Staff has worked closely with the developer to pinpoint the specific amount of commercial proposed, along with previously mentioned benchmarks and circuit breakers outlined in the Development Agreement to ensure development of an appropriate amount of commercial planned. Staff typically run a financial analysis on all potential projects, including the number of residential units, square footage of units, projected price points and build out timelines. Staff compare this to the amount of services needed for the Town to include this in our service areas, and the projection typically indicates a long-term loss for the Town. An easy offset to a loss is the inclusion of commercial space, which takes considerably less resources to serve by the Town, but has a higher tax income for the Town's budget. After some conversations with the applicant, Staff believes the amount of commercial, the only meaningful variable to the analysis, is sufficient enough to offset the residential loss incurred by this development.

The project does benefit from a dedicated pickleball facility, as previously mentioned, as well as the extension of a 10-foot trail that extends south through Carolina Groves subdivision and through the Berkeley Electric Cooperative property. Staff does have concerns about the addition of any amenities for the existing and future residents beyond these two prospects. Staff requested, with the applicant providing, an additional trail system

be included in the PD Document to help activate the scattered wetland areas and around the project, which we believe would be a great benefit to the residents and community as a whole.

**Density:** The subject parcels consist of approximately 96.01 acres. With up to three hundred sixteen (316) units, this results in a 3.29 dwelling unit/acre for the entire project. This density includes a large section for commercial and two (2) types of single family detached homes.

The two (2) types of single family detached lot sizes are referred to as Series A and Series B. The setbacks for these lot sizes are all the same, with a 25-foot front setback, 15-foot rear setback, and a 7.5-foot side setback from property lines. The prescribed front and rear setbacks are typical, however the 7.5-foot side setback, requested by Staff, constitutes a large side than typical of a **Planned Development (PD)** district.

- Series A lots will have a minimum lot size of 6,600 ft<sup>2</sup>, and the project will see at least sixty (60) of these lot types.
- Series B lots will have a minimum lot size of 5,400 ft<sup>2</sup>, and the project will utilize at least two hundred fifty six (256) of these lot types.

While some of the residential units are smaller than what is typically seen, this is offset by a significant number of commercial space and civic space to be dedicated to the Town of Moncks Corner. Previous versions of the PD Document show single-family attached mixed with “larger, estate lots” closer to the 8,500 ft<sup>2</sup> of residential lots seen with R-2 zoning. After the previous Town Council meeting in September 2025, the applicant heard the concerns of the Council and elected to remove all single-family attached products, off-set by the simultaneous elimination of the “larger, estate lots”.

For context, the nearby Riverstone community consists of approximately 31.3 acres with entitlements for one-hundred nine (109) dwelling units. This equates to 3.48 dwelling units per acre. Further south on US-52 is the Oakley Point subdivision of single-family dwelling units. This project was constructed on approximately one-hundred thirty-four (134) acres with up to three-hundred seven (307) dwelling units. This equates to a density of 2.28 dwelling units per acre. It is important to note that both developments utilize a traditional single-family detached use and not a single-family attached townhome product.

**Transportation & Parking:** The PD Document prescribes a Traffic Impact Analysis (TIA) for each phase listed in the PD Document and will be required prior to Preliminary Plat approval for any phase of the project. This is sufficient and necessary to judge the growth and manage the traffic impacts accordingly and appropriately time.

Staff and the applicant agree per the Town’s usual operation, that all TIA recommendations will be funded and installed by the developer prior to Final Plat approval for each phase. This can ensure the Town is achieving the best connectivity as prescribed by a licensed traffic engineer prior to the development of the subject parcel.

Staff has heard concerns of the Town Council regarding access points and this development, which are predicated on existing conditions seen on Highway 52 that should be avoidable if at all possible. Staff has requested more information of the applicant to explore limiting left-turns out of the development at the middle entrance, supported by the planned light at Ben Baron Lane, adjacent to this development’s planned southern entrance. At this time, Staff defers to SCDOT and traffic engineers to determine not only the design to ensure

safe movement by current and future residents, but also what limitations can and will be allowed by SCD ultimate owner/maintainer of Highway 52 on this limit access highway.

Staff is concerned about adjacent parcels, particularly to the east, which may be landlocked from adequate transportation connectivity, should this development continue. Staff recommends a dedicated right-of-way with a constructed stub out to the eastern edge of the project, to ensure future growth could access this project and its connection to Ben Baron Lane and US-52.

**Environmental:** Per the National Wetlands Inventory, the parcels appear to have significant number of wetlands, covering the majority of the parcels. The applicant's PD Document shows considerably less amount of wetlands, and appears to be scattered throughout the development, however the PD Document appears to keep development impact to a minimum. When a Preliminary Plat for each phase is applied for, Staff will ensure all environmental concerns are addressed per the Zoning Ordinance, Stormwater Ordinance, and all other Town adopted policies and procedures.

**Consistency with Plans:** Adopted in 2024 as part of the Town's Comprehensive Plan, the Future Land Use Map identifies the subject parcel as "Highway Commercial". The Plan calls for this land to be designated for:

*"Intended to promote and enhance smaller lot, town mixed residential type neighborhoods near the downtown, commercial corridors and transportation nodes. A mixture of densities should be promoted to include single-family houses, duplexes, triplexes, accessory dwelling units (ADUs), and small-scale apartments."*

The requested zoning designation *may not* be congruent with this designation of the Future Land Use Map as the request includes commercial, as well as higher density residential and civic space. The subject parcel also appears to be within the aforementioned "Highway Commercial Overlay", which the Plan defines as:

*"A 1000 ft commercial buffer (2000 ft in total width) along the US 52 Corridor is approximately eleven miles in length and is intended to allow for low intensity (ideally service based) commercial businesses such as medical offices, banks, pharmacies, etc. along the highway corridor while permitting residential units behind. Higher density residential units such as multi-family apartments would be permitted, however, should be part of a larger planned development."*

The requested parcels are all within the "Highway Commercial Overlay", which does include a significant commercial element, and appears to comply with all aspects of the Future Land Use Map.

The Comprehensive Plan also lays out various goals and implementation strategies to help in decision making for land use requests. Staff believes the applicant and request generally adhere to the following policies listed in the plan.

1. Maintain a sustainable community by ensuring current infrastructure has the capacity to accommodate for current and future growth.
2. Allow for a range of residential uses to support housing opportunities for residents of all ages and socio-economic statuses.

3. Enhance economic opportunities by improving the retention of businesses and encouraging a range of uses and services.
6. Provide high quality public services, infrastructure, facilities, and programs that meet the needs of current and future residents.
9. Enhance the quality and range of parks and recreational opportunities while adequately maintaining existing facilities.

**Procedural Issues:** As the subject parcels are requesting annexation by 100% of the property owners, and have signed annexation petitions, the request will be presented for approval at two (2) separate Town Council meetings. As part of this request, the applicant is also seeking to apply Town of Moncks Corner zoning to the subject parcels.

As part of any Zoning Map Amendment, the request must be at least two (2) acres, an extension of an existing district boundary, or additional C-1 zoning contiguous to existing commercial. In this case, the subject parcel exceeds two (2) acres in size and is adjacent to an existing district boundary.

**Staff Analysis:** Staff believe the PD Document is generally complete and covers most concerns raised by Staff during this application process. The applicant has showed a good-faith effort to find solutions to challenges a complex project such as this has raised. While Staff still has concerns, this application leaves little open-ended questions that Staff believe could damage or harm the Town, this development, and more importantly the current residents in the area.

There are still a few Staff concerns, which we anticipate the applicant will continue to work with us to achieve some closure on. These concerns include the traffic pattern and design for the middle entrance for the development on Highway 52, any future stub out within dedicated right-of-way to the east, and connection through the “church” property and Ben Baron Lane.

Since the Planning Commission meeting in August 2025 and the first Town Council reading in September 2025, the applicant has proposed and presented an exhibit showing the elimination of two aspects of the plan that appears to significantly reduce the financial burden to the Town by the project. The two changes appear to be the complete elimination of the townhome section of the project, and also the elimination of the larger Series A lots (8,500 ft<sup>2</sup>). This reduction in housing types helps with the financial analysis, but also reduces the number of maximum units from 375 down to 316 units.

Staff does acknowledge several positive impacts this project may have on the Town, such as the inclusion of commercial area and a dedicated, constructed pickle ball facility to be used by all residents of the area, as a Town-owned and operated recreation facility. The commercial portion of the project may provide a positive financial impact to offset the residential costs of servicing the future area, and the inclusion of additional retail, dining and entertainment facilities in the Town may be to the benefit of existing residents.

**Planning Commission Recommendation:** The Planning Commission heard the request at their August 26th meeting. The Commission voted 7-0 in favor of recommending APPROVAL of the requested **Planned Development (PD)** designation for the subject parcels, however they had several concerns. The two most prominent concerns voice by the Commission was the density and the impact on the Town by the development,

specifically the financial, traffic and other strains on the Town and community services this many propose may impose. The applicant spoke in favor of the request, however no other attendees spoke regarding the application.

**Staff Recommendation:** Currently, Staff generally recommends approval for the requested **Planned Development (PD)** zoning district designation for the subject parcels. Staff has reached this recommendation due to the PD Document being thoughtful and complete. While there are some questions that need to be addressed, such as the commercial buildout size and timing, Staff believes that this application and the submitted documentation will serve the Town as a potential satisfactory base to move forward. Staff believes the compliance with the application and the 2024 Comprehensive Plan with a mix of housing types, commercial opportunities and pickleball facility, meets the spirit and intent of our long-range planning documents and vision for the US-52 corridor.

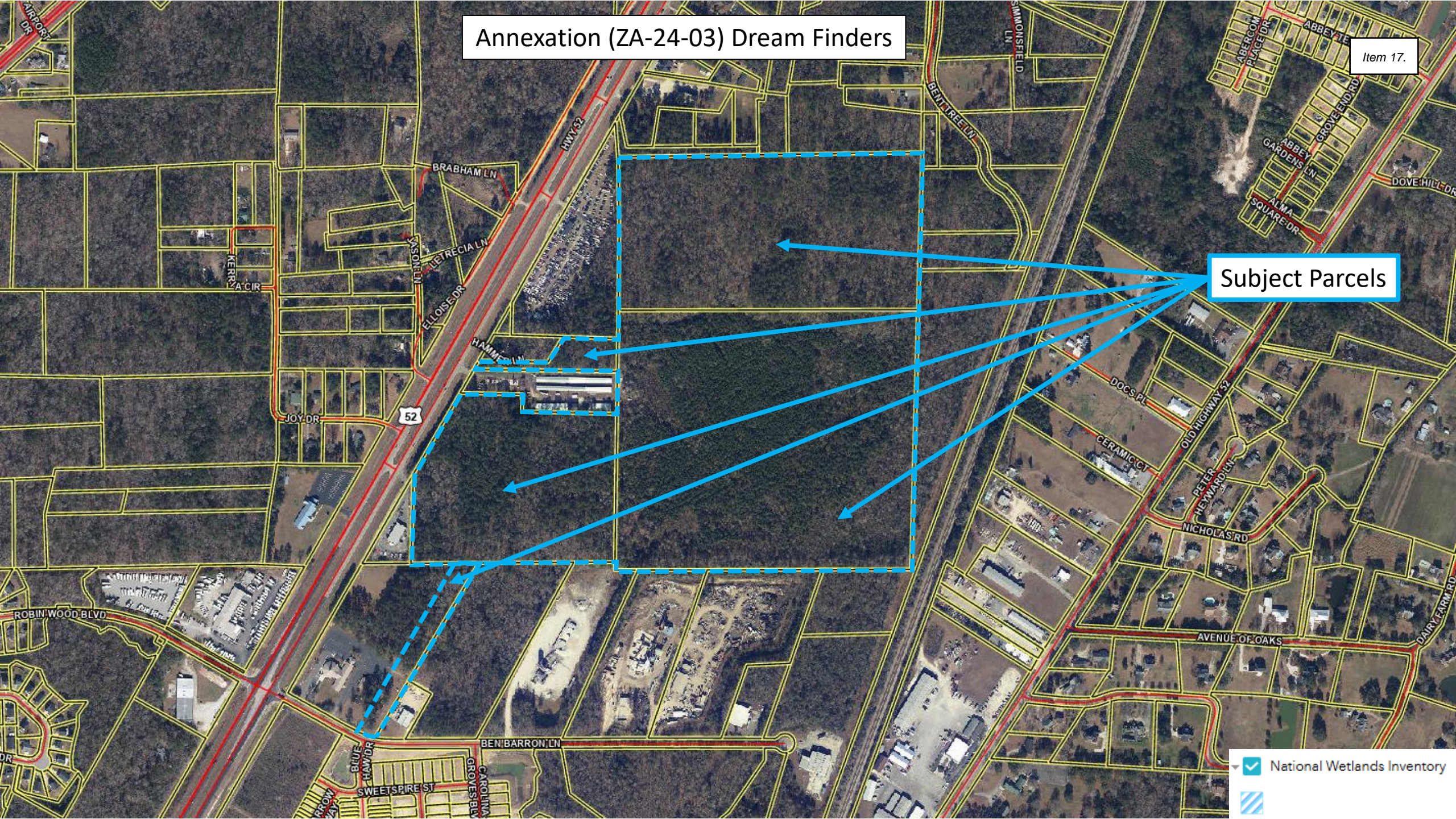
Since the Planning Commission meeting, the applicant has worked with Staff to address the two prominent concerns of the Commission. By reducing the number of units from 375 to 316 and eliminating the townhome section of the project, Staff believes that these changes positively influence the financial analysis that was generally negative, and shows a more subdued strain on Town services and less of a financial burden over the next decade by serving these parcels and this planned community. Staff also believe, that by eliminating the townhomes, reducing the number of units, and therefore lessening the density, the congestion and traffic concerns are also mitigated to a lesser degree than previously thought.

*Attachments:                    Location Maps (Aerial, Zoning, Future Land Use Map, Environmental)  
    SIGNED - Application (Reid, Adelaide, Wallace, Flarisee) (20241119)  
    SIGNED – Application (The Grove Christian Church) (20250724)  
    PD Document (20250724)*

# Annexation (ZA-24-03) Dream Finders

Item 17.

Subject Parcels

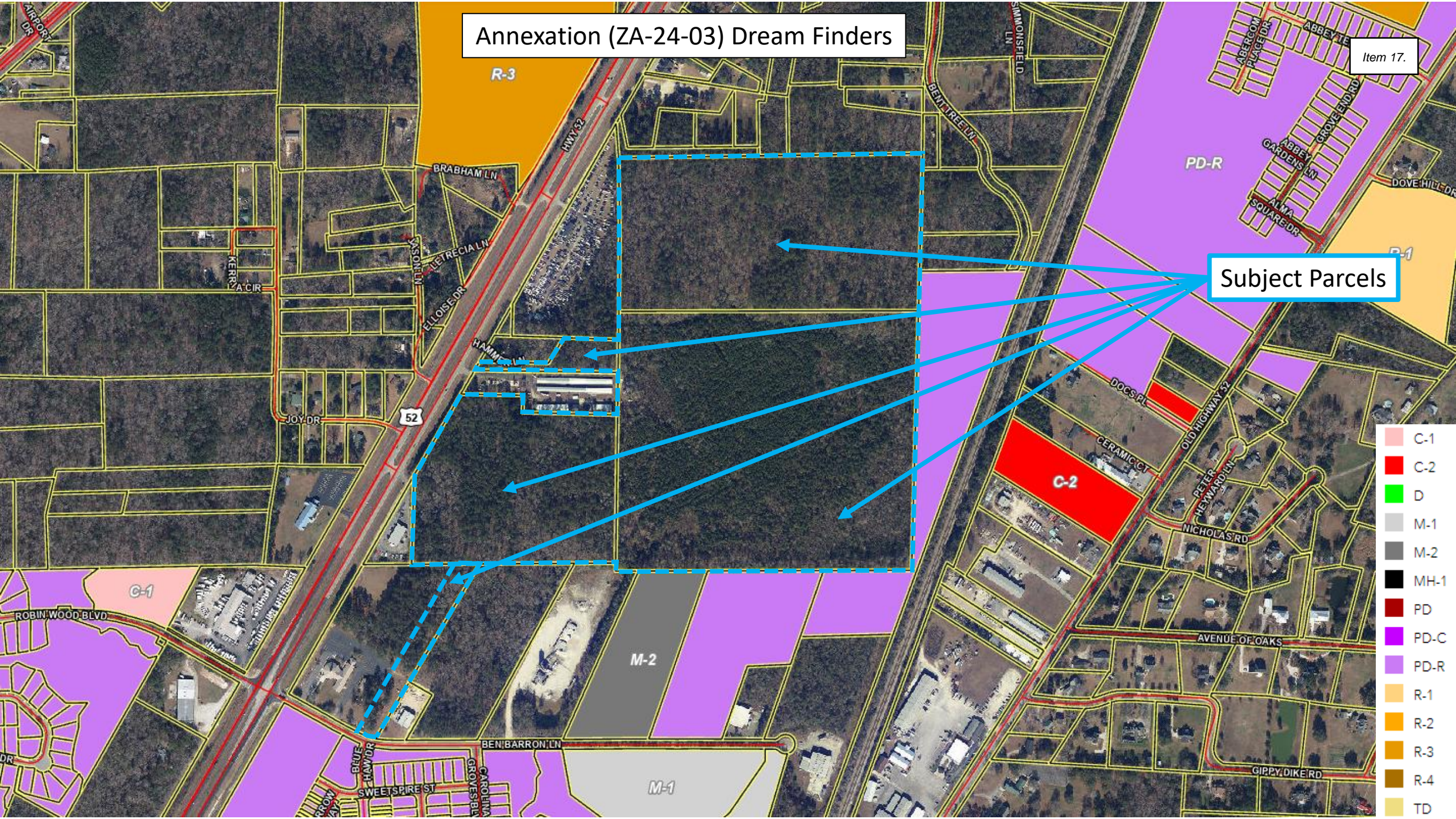


- National Wetlands Inventory
-

# Annexation (ZA-24-03) Dream Finders

Item 17.

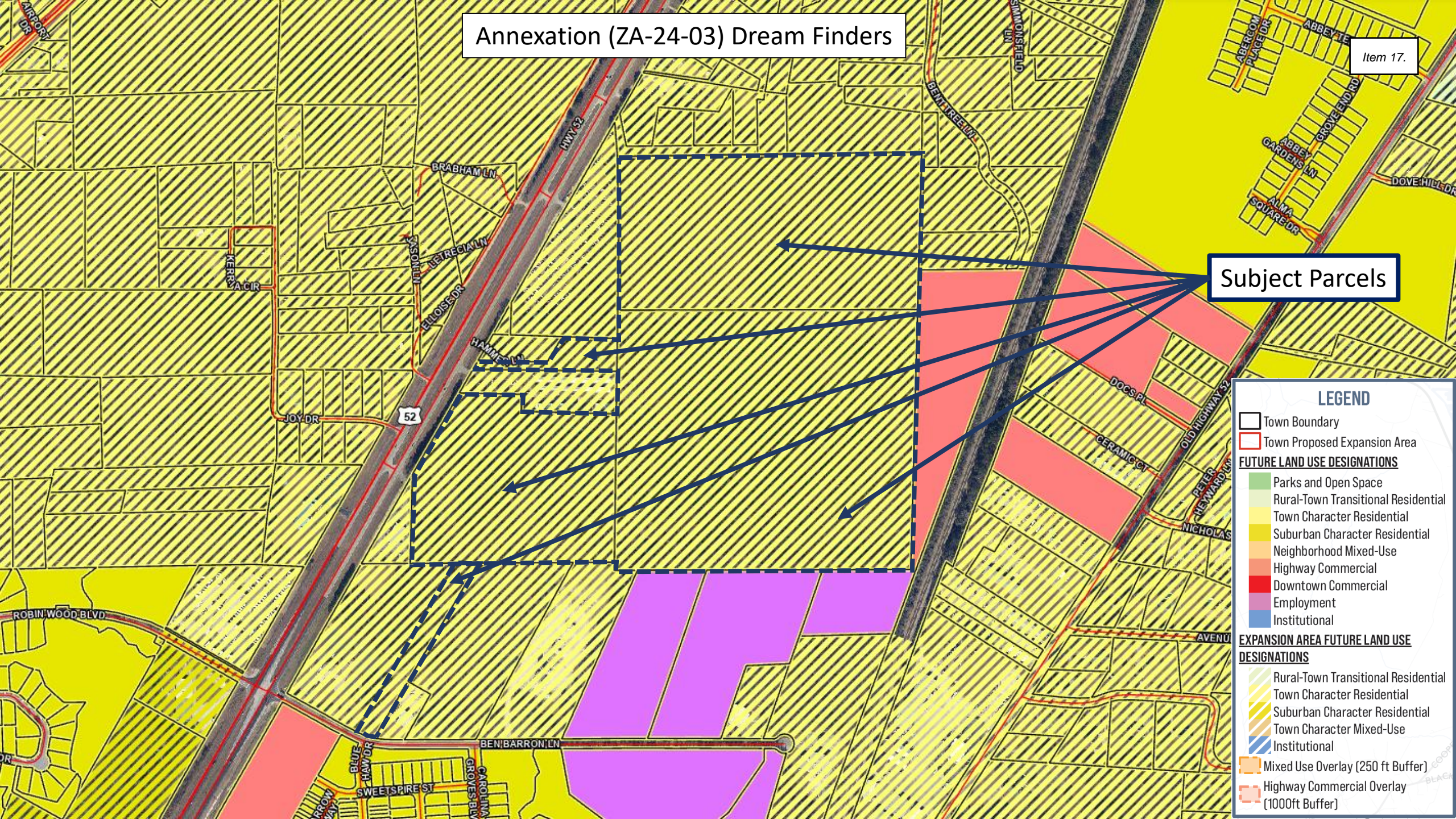
Subject Parcels



# Annexation (ZA-24-03) Dream Finders

Item 17.

Subject Parcels



### LEGEND

- Town Boundary
- Town Proposed Expansion Area

#### FUTURE LAND USE DESIGNATIONS

- Parks and Open Space
- Rural-Town Transitional Residential
- Town Character Residential
- Suburban Character Residential
- Neighborhood Mixed-Use
- Highway Commercial
- Downtown Commercial
- Employment
- Institutional

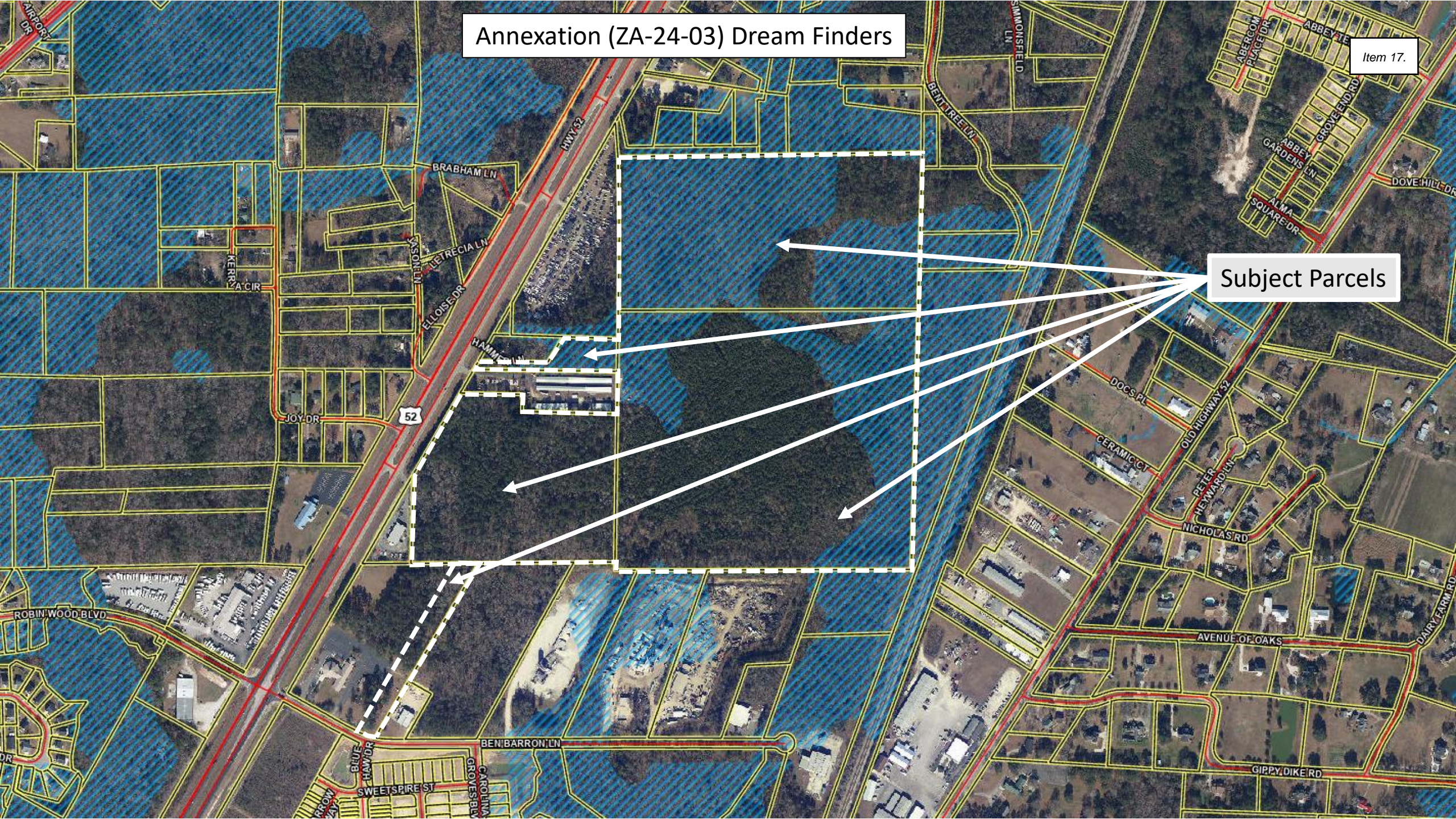
#### EXPANSION AREA FUTURE LAND USE DESIGNATIONS

- Rural-Town Transitional Residential
- Town Character Residential
- Suburban Character Residential
- Town Character Mixed-Use
- Institutional
- Mixed Use Overlay (250 ft Buffer)
- Highway Commercial Overlay (1000ft Buffer)

Annexation (ZA-24-03) Dream Finders

Item 17.

Subject Parcels





## Applicant Information

**NAME**

Kristina Harvey

**ADDRESS**

4969 Centre Pointe Drive, Suite 200 c/o Stantec N Charleston

**EMAIL ADDRESS**

**PHONE**

843 740 3260

## Property Owner Information

If different than applicant

**NAME**

Dream Finders Homes

**ADDRESS**

1510 N Highway 17 Mount Pleasant

**EMAIL ADDRESS**

**PHONE**

843 530 0147

**TO THE MAYOR AND COUNCIL OF THE TOWN OF MONCK'S CORNER:**

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City/Town by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section 5-3-150(3).

The territory to be annexed is described as follows. Description may be attached.

Insert description of territory. The description may be taken from deeds or may be drawn to cover multiple parcels using known landmarks. It should be definitive enough to accurately fix the location.

**THE PROPERTY IS DESIGNATED AS FOLLOWS ON THE COUNTY TAX MAPS:**

The subject property of Weathers Tract Development encompasses tax parcel numbers 162-00-01-029 (29.00 acres), 162-00-01-020 (43.84 acres), 162-02-00-017 (17.84 acres), and 162-02-00-019 (2 acres) for a total of 92.68 acres. The property owners are correspondingly Reid Isaac, Adelaide Callum, Wallace M Zada Rev Trust, and Carol Flarisee from whom affidavits obtained.

**\*\* A plat or map of the area should be attached. A tax map may be adequate \*\***

**UPLOAD FILE**

[ecPX0oCvqAvX-berkely\\_county\\_zoning1-500.jpg](ecPX0oCvqAvX-berkely_county_zoning1-500.jpg)

**IT IS REQUESTED THAT THE PROPERTY BE ZONED AS FOLLOWS:**

Planned Development

**CONSENT**

checked

**APPLICANTS SIGNATURE**

**DATE**

11/19/2024





**100% ANNEXATION PETITION**  
Moncks Corner Community Development

**MONCKS CORNER**  
*The Lowcountry's Hometown*

**Applicant Information**

Name: Ryan Leaphart Address: 1510 N HWY 17 *Mont-Rain SC 29566*  
Phone: (843) 566-2958 E-Mail: ryan.leaphart@DREAMMONCKSCORNER.COM

**Property Owner Information (If Different)**

Name: The Grove Christian Church Address: 1116 BEN BARRON LANE  
Phone: 843-761-1056 E-Mail: \_\_\_\_\_

**TO THE MAYOR AND COUNCIL OF THE TOWN OF MONCKS CORNER:**

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City/Town by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section 5-3-150(3).

The territory to be annexed is described as follows. Description may be attached:

*Insert description of territory. The description may be taken from deeds or may be drawn to cover multiple parcels using known landmarks. It should be definitive enough to accurately fix the location.*

The property is designated as follows on the County tax maps: 1620200015

\*\*\* A plat or map of the area should be attached. A tax map may be adequate \*\*\*

It is requested that the property be zoned as follows:

THIS APPLIES TO THE SOR/W ONLY IF APPROVED R.S.C.

I (we) certify that I (we) are the free holder(s) of the property(s) involved in this application and further that I (we) designate the person signing as applicant to represent me (us) in this rezoning.

Owner's Signature: Roy Edwards Date: 7/23/25

Applicant's Signature: \_\_\_\_\_ Date: 7/24/25

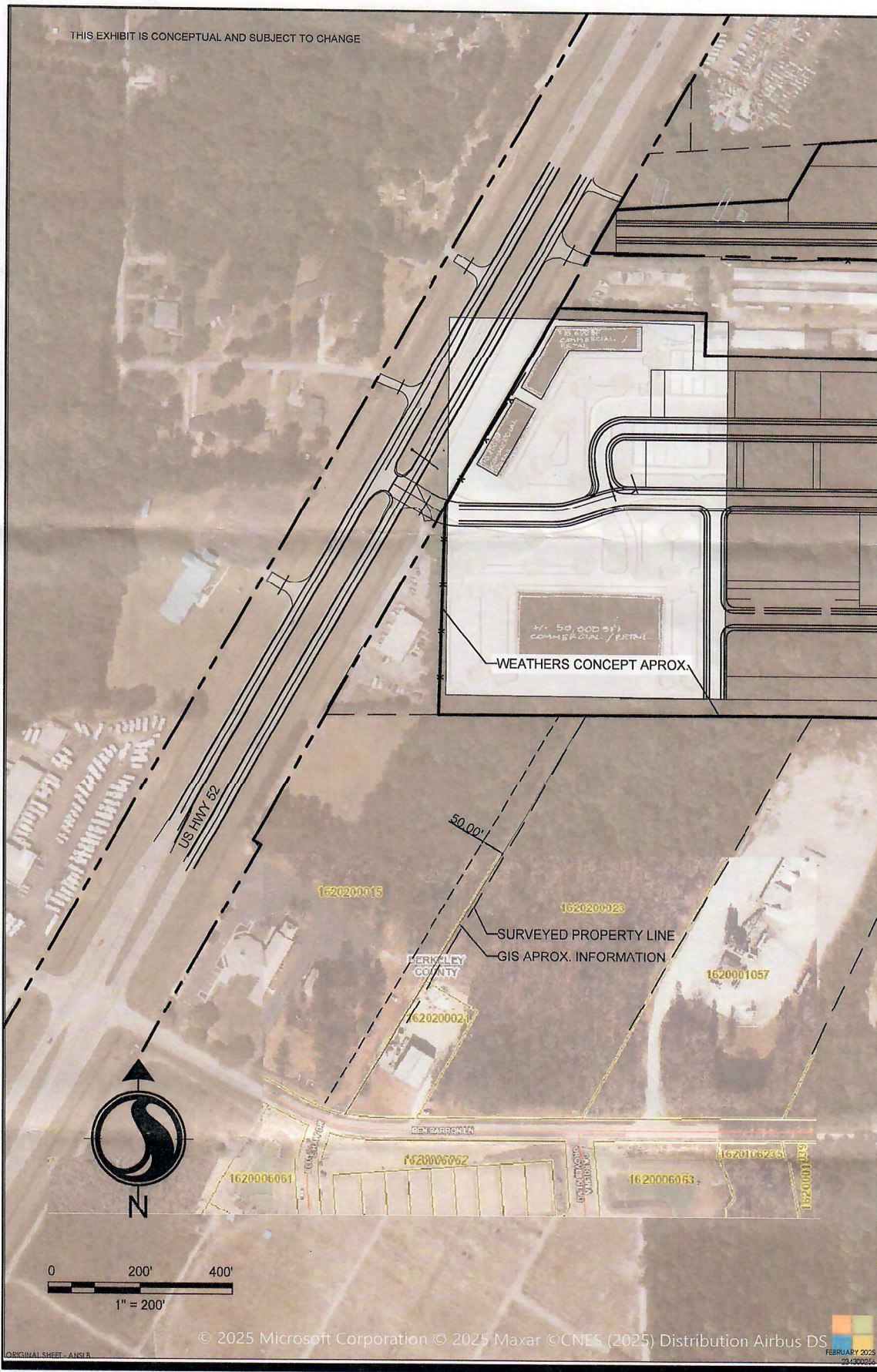
*For Official Use Only*

Received: \_\_\_\_\_ Property Posted: \_\_\_\_\_

Receipt #: \_\_\_\_\_ Hearing: \_\_\_\_\_

Advertised: \_\_\_\_\_ Approved: \_\_\_\_\_

THIS EXHIBIT IS CONCEPTUAL AND SUBJECT TO CHANGE



U:\23502255\land\_development\drawings\base\_256\_ab.dwg  
2025/02/19 10:37 AM By: Crenshaw, Shannon

ORIGINAL SHEET - ANSLR

© 2025 Microsoft Corporation © 2025 Maxar ©CNES (2025) Distribution Airbus DS

FEBRUARY 2025  
23-000255



HWY 52  
MONCK'S CORNER, SC

Client/Project  
DREAM FINDERS HOME  
WEATHERS TRACT

Figure No.  
1.0

Title  
EXHIBIT 1 -  
SOUTHERN ACCESS



PO Box 3408  
Summerville, SC 29484-3408

[www.knightscompanies.com](http://www.knightscompanies.com)

Office (843) 821-7600  
Fax (843) 285-7759

15 September 2025

Dear respected council members,

I am submitting this written request on behalf of Knight's Redi-Mix, Inc. to express our concern regarding the proposed Dream Finders Homes development project, Weathers Tract PD, located at the following TMS #: 162-02-00-017, 162-02-00-019, 162-00-001-020, 162-00-01-029, and a portion of parcel 162-02-00-015, totaling 96.01 acres, located on US Highway 52 requesting Annexation (AN-24-03) and Planned Development (PD) zoning to allow single-family detached dwelling units, single-family attached (townhome) dwelling units, civic space, and commercial development.

Knight's Redi-Mix, Inc. owns the property located at 1160 Ben Barron Ln, Moncks Corner, SC 29461 (TMS#: 162-00-01-057), zoned "Heavy Industrial", and operates a ready-mixed concrete batch plant on this site. We strategically planted our location here in 2006 to coexist with like-kind neighboring uses, alongside all above parcels undergoing annexation and downzoning, currently zoned "HI – Heavy Industrial" within Berkeley County.

We, Knight's, are concerned about the setback and buffer yards proposed in the Staff Report of August 26, 2025. The current setback and buffer requirements, as outlined in the zoning ordinance, are not being adequately upheld to protect the standing operations of our Heavy Industrial zoning and use, nor protect the future incoming residents from the industrial zoned impacts (i.e. noise pollution, dust, aesthetics and property values). We are requesting that the buffer requirements be increased from 50' to 100' in the form of dense vegetation to create a safeguard for both parties. We anticipate the Town would receive an increase in complaints about noise, dust, operating hours, etc. if the development was allowed to be constructed as close to the property lines as currently presented, without requiring thoughtful and increased buffer yards and setbacks. We respectfully request that the Board consider the following actions:

- Require an expanded setback and buffer zone for the proposed development and properties under Annexation (AN-24-03)
- Direct staff to review and update current zoning ordinances to require larger, more protective setbacks between residential, commercial, and industrial zones in the future
- Require a high-quality, dense landscaped buffer within the expanded setback to provide a stronger, durable visual and sound screen

We understand the need for new development and support the Dream Finders Homes project on the Weathers Tract PD. Dream Finders Homes are respected customers of Knight's Redi-Mix; however, this development must be planned responsibly to prevent the incompatible mixing of land uses that can lead to future conflicts and complaints for the community at large. The purpose of zoning is to prevent spillover impacts and protect residents from the effects of incompatible neighbors. In this case, simply adhering to the minimum setback will likely fall short of that goal. In the interest of ensuring and upholding our operations in Berkeley County without being put under scrutiny, we ask that the decision



PO Box 3408  
Summerville, SC 29484-3408

[www.knightscompanies.com](http://www.knightscompanies.com)

Office (843) 821-7600  
Fax (843) 285-7759

makers consider protecting both parties and enforcing 100' buffers on the entire development side of the project which adjoins with our property parcel. I urge you to consider a revision of the proposed setback and buffer requirements to better reflect the needs and expectations of our community.

Thank you for your time and for your consideration of this important issue. We look forward to the solution our council members come to, in the best interest of the existing business owners and the future residents of the Town of Moncks Corner.

Respectfully,

A handwritten signature in blue ink, appearing to read "Pete Knight", with a long, sweeping underline.

Pete Knight  
President & CEO of Knight's Companies

**ORDINANCE NO. 2026-\_\_\_\_\_**

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT CONCERNING THE WEATHERS TRACT DEVELOPMENT, AUTHORIZING THE EXECUTION THEREOF, AND OTHER MATTERS RELATING THERETO.**

**NOW THEREFORE, BE IT ORDAINED**, by the Town Council of Moncks Corner (the “*Town Council*”), the governing body of the Town of Moncks Corner, South Carolina (the “*Town*”), as follows:

**Section 1 Findings.** The Town Council makes the following findings of fact in connection with the enactment of this ordinance (this “*Ordinance*”):

(1) The Town Council is authorized pursuant to the South Carolina Local Government Development Agreement Act, codified at Title 6, Chapter 31 of the Code of Laws of South Carolina 1976, as amended (the “*Act*”) to enter into development agreements (generally, “*Development Agreements*”) with developers that provide certain terms under which developments may proceed.

(2) The Town has received a request from Dream Finders Homes, LLC (the “*Property Owner*”) that the Town consider entering into a Development Agreement concerning that certain 96.01 acres of real property, identified by Berkely County TMS Numbers 162-00-01-029, 162-00-1-020, 162-02-00-017, 162-02-00-019, and 162-02-00-015 (portion), comprising the Weathers Tract Development (collectively, the “*Development*”). The form of the Development Agreement between the Town and the Property Owner concerning the Development is attached to this Ordinance at **Exhibit A** (the “*Weathers Tract Development Agreement*”).

(3) In accordance with Section 6-31-50 of the Act, the Town has caused a notice of a public hearing concerning the Weathers Tract Development Agreement to be published in a newspaper of general circulation within the Town, providing notification of the date, time, and location of such public hearing, and which included certain particulars concerning the Development and the Weathers Tract Development Agreement. As further required by Section 6-31-50 of the Act, at this public hearing the Town Council announced the date, time, and place of a second public hearing concerning the Weathers Tract Development Agreement.

(4) The Town Council now desires to approve and enter into the Weathers Tract Development Agreement in accordance with the Act.

**Section 2 Approval of Development Agreement.** The Town hereby agrees to enter into the Weathers Tract Development Agreement. The form, provisions, terms, and conditions of the Weathers Tract Development Agreement, as attached at **Exhibit A** of this Ordinance, are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Weathers Tract Development Agreement were set out in this Ordinance in its entirety. The Mayor of the Town (the “*Mayor*”) is hereby authorized, empowered, and directed to execute the Weathers Tract Development Agreement in the name and on behalf of the Town; the Clerk to the Town Council (the “*Clerk*”) is hereby authorized, empowered, and directed to attest the same; and the Mayor is further authorized, empowered, and directed to cause the delivery of the Weathers Tract Development Agreement to the Developer. The Weathers Tract Development

Agreement, as executed and delivered, is to be in substantially the form as attached at **Exhibit A** of this Ordinance, or with such changes therein as shall not materially adversely affect the rights of the Town thereunder and as shall be approved by the official or officials of the Town executing the same, upon the advice of legal counsel; their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Weathers Tract Development Agreement approved hereby.

**Section 3 Further Action.** The Mayor, the Town Administrator (the “*Town Administrator*”), and the Clerk, for and on behalf of the Town, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the Town under and pursuant to the Weathers Tract Development Agreement. The Mayor and the Town Administrator, or either one of them acting alone, are hereby authorized to execute and deliver on behalf of the Town all certificates and documents as they deem necessary, upon advice of counsel, to accomplish the foregoing.

**Section 4 Severability.** The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

**Section 5 Repealer; Effective Date.** All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its enactment.

[Remainder of Page Left Blank]

**DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**TOWN OF MONCK'S CORNER**

ATTEST:

\_\_\_\_\_  
Marilyn M. Baker, Clerk to Council

\_\_\_\_\_  
Thomas J. Hamilton, Jr. Mayor

First Reading: [February 17, 2026]  
First Public Hearing: [March 17, 2026]  
Second Reading: [April 21, 2026]  
Second Public Hearing: [April 21, 2026]

**Exhibit A**  
**Form of Weathers Tract Development Agreement**

**WEATHERS TRACT  
DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
DREAM FINDERS HOMES, LLC  
AND  
THE TOWN OF MONCKS CORNER, SOUTH CAROLINA**

**Date: [-]**

Prepared by:  
Nicole A. Scott, Esq.  
Jacob L. Allen, Esq.  
Maynard Nexsen PC  
205 King Street  
Charleston, SC 29401

**EXHIBITS**

- Exhibit A: Legal Description
- Exhibit B: Boundary Plat
- Exhibit C: Development Schedule
- Exhibit D: Development Agreement Ordinance
- Exhibit E: Town of Moncks Corner Zoning Ordinance
- Exhibit F: Land Development Regulations
- Exhibit G: PD Development Plan

**DEVELOPMENT AGREEMENT  
BY AND AMONG  
DREAM FINDERS HOMES, LLC  
AND  
THE TOWN OF MONCKS CORNER, SOUTH CAROLINA**

**THIS DEVELOPMENT AGREEMENT** (this “**Agreement**”) is entered into to be effective as of the [-] day of [-], 2026 (the “**Effective Date**”), by and among **THE TOWN OF MONCKS CORNER, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (the “**Town**”), and **DREAM FINDERS HOMES, LLC**, a Florida limited liability company (the “**Developer**”). The Town and Developer are sometimes separately referred to in this Agreement as a “**Party**” or jointly referred to as the “**Parties**.”

**RECITALS:**

**WHEREAS**, Developer has contracted to purchase those certain pieces, parcels or tracts of land, identified as Berkeley County TMS Numbers 162-00-01-029, 162-02-00-020, 162-02-00-017, 162-02-00-019, and 162-02-00-015 (portion) consisting in total of approximately ninety-six and 01/10 (96.01) acres (collectively, the “**Property**”), all which is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference; and

**WHEREAS**, on [DATE], the Town of Moncks Corner Council (“**Town Council**”) adopted Ordinance No. [NUMBER], which annexed the Property into the Town and designated the Property to the zoning classification of Planned Development District (PD); and

**WHEREAS**, the Code of Laws of South Carolina (the “**S.C. Code**”) Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the “**Act**”), enables local governments, including municipal governments, to enter into binding development agreements with legal and equitable owners intending to develop real property in accordance with certain conditions set forth in the Act; and

**WHEREAS**, the Parties now desire to enter into this Agreement, pursuant to the terms of the Act, for the purpose of providing assurance to Developer that development of the Property may proceed in accordance with the Current Regulations of the Town, as hereinafter defined, without encountering future changes in laws that would materially affect the ability to develop the Property pursuant to development plan submitted for the Property, as more particularly described herein, and for the purpose of providing the Town with important protections to the natural environment, by encouraging quality planning and managed growth and an opportunity for long term financial stability and a viable tax base, and for the purpose of providing certain funding and funding sources to assist the Town in meeting the service and infrastructure needs relating to the development authorized hereunder; and

**WHEREAS**, the Town conducted public hearings regarding its consideration of this Agreement on March 17, 2026, and [DATE], after publishing and announcing notice, in accordance with the Act and the Town Zoning Ordinance, as amended through the Effective Date hereof; and

**WHEREAS**, the Town, acting by and through Town Council, adopted Ordinance No. [NUMBER] on [DATE] (“**Development Agreement Ordinance**”), (a) determining that this Agreement is consistent with the Town’s Comprehensive Plan, the Act, and the Current Regulations of the Town, and (b) thereby approving this Agreement, a copy of said ordinance attached hereto as **Exhibit D**.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, including the potential economic benefits to both the Town and Developer by entering this Agreement, and to encourage

well planned development of the Property, and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, the Town and Developer hereby agree as follows:

1. **Definitions.** Unless the word or phrase is non-capitalized, the following terms used in this Agreement shall mean:

“**Act**” shall mean the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; incorporated herein by reference.

“**Agreement**” shall mean this Development Agreement, including, without limitation, the recitals and exhibits attached hereto.

“**Building Development Standards**” shall mean minimum standards for the area, width, building coverage, building setback and yard requirements for Lots or Development Parcels.

“**Commercial Phase of Development**” shall mean those portions of the Project that are to be developed for commercial and retail development pursuant to the Development Plan and the Conceptual Master Plan.

“**Comprehensive Plan**” shall mean the Moncks Corner 2024 Comprehensive Plan, adopted pursuant to Ordinance Number 2024-07, in accordance with S.C. Code Section 6-29-510, *et seq.*, and the official map adopted pursuant to S.C. Code Section 6-7-1210, *et seq.*, all as amended through the Effective Date hereof.

“**Conceptual Master Plan**” shall mean the conceptual plan attached as Exhibit 8 to the Development Plan, as may be modified or amended from time to time.

“**Current Regulations**” shall mean the following ordinances and regulations that are in effect as of the Effective Date of this Agreement, specifically: (i) the Comprehensive Plan; (ii) the Zoning Ordinance (hereinafter defined), (iii) the Land Development Regulations (hereinafter defined), and (iv) the Development Plan.

“**Density**” shall mean, where applicable, the commercial square footage per acre or the number of Dwelling Units per acre. Parcel Density equals the commercial square footage or Dwelling Units divided by the gross acreage of a specific parcel.

“**Developer**” shall mean Dream Finders Homes, LLC, a Florida limited liability company, and its successors in interest, successors in title or assigns that are: (a) transferred, conveyed or granted a legal or equitable interest and/or title to all or a portion of the Property in writing; and (b) are assigned rights and obligations under this Agreement by virtue of an assignment or other instrument pursuant to Section 27 hereof. When used herein with a reference to a specific portion of the Property, “Developer” shall mean and refer to the specific person or entity that holds legal or equitable title to such portion of the Property, and the rights to undertake Development of said portion of the Property. Other than the Property Owner, Developer hereby warrants that there are no other persons or entities that have an equitable interest in the Property.

“**Development**” shall mean the planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels, and is intended by the Parties to include all uses of, activities upon or changes to the Property

as are authorized by the Agreement. This definition does not include commercial timbering and silviculture, which may continue on Undeveloped Land (hereinafter defined) during the Term of this Agreement. The term “Development,” as designated in a land or development permit, includes the planning for and all other activity customarily associated with it, unless otherwise specified. When appropriate to the context, “Development” refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

“**Development Parcel**” shall mean any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way.

“**Development Permit**” shall include any building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, certificate of occupancy and any other official action of a Local Government entity having the effect of permitting the Development or use of property.

“**Development Plan**” or “**PD Plan**” shall mean the Weathers Tract PD development plan for the Property approved by Town Council on [DATE], pursuant to Ordinance No. [NUMBER], and attached hereto as **Exhibit G** and incorporated herein by reference, as may be amended from time to time.

“**Dwelling Unit**” shall mean one or more rooms, designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit. Dwelling Unit shall not include, however, hotel rooms or other facilities for transient short-term stays, assisted living facilities, or other commercial properties.

“**Facilities**” shall mean major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water. Except as may be specifically provided for in this Agreement, the Developer is specifically exempted from any Town requirement for the provision of facilities relating to public education, public health systems and facilities, libraries, public housing, jails and other detention sites, courts, police and trash or garbage disposal sites. Such exemptions shall not, however, exempt Developer from payment of applicable user fees for any such facilities.

“**HOA**” or “**Homeowner’s Association**” shall mean the Homeowner’s Association that shall be established prior to the sale of any Real Property, pursuant to Section 11(B) hereof.

“**Land Development Regulations**” shall mean the Town of Monck Corner Land Development Regulations, adopted and approved by the Town on October 16, 2012, as amended through the Effective Date hereof, and which is attached hereto as **Exhibit F** and incorporated herein by reference.

“**Law**” shall mean all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, policies and rules adopted by a Local Government affecting the Development of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications.

“**Local Government**” shall mean any county, municipality, special district, or governmental entity of the State, county, municipality, or region established pursuant to law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public facilities.

“**Lot**” shall mean Development Parcel identified in a Subdivision Plat recorded in the Berkeley County Register of Deeds Office.

“**Parties**” shall mean Developer and the Town.

“**Parcel**” shall mean any of those tracts of the Real Property that are identified on the boundary plat of the Real Property, attached hereto as **Exhibit B**, and shall include any lot, tract, or portion thereof that is subsequently subdivided from such identified tracts by the filing of a Subdivision Plat.

“**Project**” shall mean all Development that will occur within and upon the Property.

“**Property**” or “**Real Property**” shall mean all of those certain pieces, parcels or tracts of land, consisting in the aggregate of approximately ninety-six and 01/10 (96.01) acres, located in the Town of Moncks Corner, Berkeley County, South Carolina, and which is more particularly described on **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by reference.

“**Property Owner**” shall mean, collectively, (i) John P. Morgan, Jr., as Trustee of the John Philip Morgan Jr. Trust dated March 29, 2007, (ii) the First Christian Church of Moncks Corner, a South Carolina Eleemosynary Corporation, (iii) Carol Flarisee, (iv) Adeline Adelaide Callum, and (v) Issac M. Reid, each of which owns legal interest and holds legal title to a portion of the real property comprising the Property on the Effective Date hereof, and shall include any and all of their successors in interest, successors in title (as to any portion of the applicable portion of the Property) and assigns, together with all subsidiaries thereof and other entities, which have a legal and/or equitable interest, on the date of execution hereof, in any of the Property herein defined.

“**Residential Phase of Development**” shall mean those phases of Development of the Project that are to be developed for residential purposes under the Conceptual Master Plan.

“**Subdivision Plat**” shall mean a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement.

“**Term**” shall have the meaning set forth in Section 15 of this Agreement.

“**Town**” shall mean the Town of Moncks Corner, South Carolina.

“**Undeveloped Lands**” in existence on the date of execution of this Agreement is the Real Property indicated on **Exhibit A** and **Exhibit B**. Undeveloped Lands shall, during the term of this Agreement, include Real Property that either (i) has not received final plat approval or (ii) has received preliminary, conditional or final plat approval but consists of five (5) or more contiguous acres of Real Property, depicted as Lots or parcels thereon, and has not been sold

“**Vested Units**” means the new Dwelling Units, together with new commercial square footage which may be approved for all Undeveloped Lands.

“**Zoning Ordinance**” means the Town of Moncks Corner Zoning Ordinance, 2012, as amended through the Effective Date hereof, and which is attached hereto as **Exhibit E** and incorporated herein by reference.

2. **Parties.** Parties to this Agreement are the Developer and the Town.

3. **Relationship of the Parties.** This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended

to create, nor does it create, a relationship whereby the conduct of the Developer constitutes “state action” for any purposes.

**4. Legal Description of the Property.** The Property which is the subject of this Agreement is described as follows:

- A. A legal description of the Property is set forth in **Exhibit A.**
- B. A boundary plat of the Real Property is set forth in **Exhibit B.**

The Real Property currently consists of approximately eighty-nine and 78/100 (89.78) acres of highland and approximately six and 23/100 (6.23) acres of wetlands, with a total gross acreage of approximately aggregate of approximately ninety-six and 01/10 (96.01) acres of land.

The Developer may notify the Town from time to time of property proposed to be added to the legal description of Real Property by the filing of a legal description of subsequently acquired properties with the Clerk of Council; provided, however, that no other property shall be added to the Agreement unless this Agreement is duly amended to add the legal description of the subsequently acquired properties to the legal description of the Real Property, pursuant to S.C. Code Section 6-31-10, *et seq.*

**5. Intent of the Parties.** The Town and the Developer agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Developer, its successors in title and/or assigns. The Town and the Developer are entering into this Agreement in order to secure benefits and burdens referenced in the Code of Laws of South Carolina, Sections 6-31-10, *et seq.* To that end, the Parties agree to cooperate full with each other to accomplish the purposes of this Agreement during the Term hereof.

**6. Consistency with the Town’s Comprehensive Plan and Land Development Regulations.** This Agreement is consistent with the Town’s Comprehensive Plan and Current Regulations. Whenever express substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered in *pari material* to give effect to both the Current Regulations and this Agreement; provided, however, that in the event of a conflict between this Agreement and the Current Regulations, and subject to the provisions of S.C. Code Section 6-31-80, the standards set forth in the Current Regulations shall govern. In the event of a dispute between the parties to this Agreement as to whether a provision in the Comprehensive Plan or Current Regulations is inconsistent with express or implied substantive provisions of this Agreement, the parties must first submit such disputed interpretation to Town Council and must wait fourteen (14) days after such submittal before invoking the remedies afforded them under this Agreement.

**7. Legislative Act.** Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of Town Council, subject to compliance with applicable statutory procedures and consistent with **Section 8(A).** This Agreement constitutes a legislative act of Town Council. Town Council adopted this Agreement only after following procedures required by S.C. Code Section 6-31-10, *et seq.* This Agreement shall not be construed to create a debt of the Town as referenced in S.C. Code Section 6-31-145.

**8. Applicable Land Use Regulations.**

A. **Applicable Laws and Land Development Regulations.** Except as otherwise provided by this Agreement or by Section 6-31-10, *et seq.*, the Laws applicable to Development of the Property

subject to this Agreement, are those in force and effect at the time of execution of this Agreement, which are defined herein as the Current Regulations, and include, without limitation, **Exhibit E** and **Exhibit F** attached hereto.

B. **Changes or Amendments to Land Development Regulations.** During the Term of this Agreement, the Current Regulations governing the Property and the Project shall not be amended or modified and the Town shall not apply subsequently adopted Laws or Land Development Regulations to the Property or the Project unless the Town has held a public hearing and has determined: (1) such proposed, subsequent Laws or Land Development Regulations are not in conflict with the Laws or Land Development Regulations governing Development of the Property or this Agreement and do not prevent the Development set forth in this Agreement; (2) the proposed, subsequent Laws or Land Development Regulations are essential to the public health, safety, or welfare and the proposed, subsequent Laws or Land Development Regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed, subsequent Laws or Land Development Regulations are specifically anticipated and provided for in this Agreement; (4) the Town demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, which changes, if not addressed by the Town, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by the Developer. Nothing herein shall preclude Developer from agreeing to abide by such new Laws, regulations, or ordinances subsequently passed by the Town which it, in its sole discretion, deems appropriate; and in such case the Laws, regulations, or ordinances, so agreed to by Developer shall become part of the Current Regulations.

C. **Vested Rights.** Subject to the provisions of subparagraph (A) above, all rights, entitlements and prerogatives accorded the Developer by this Agreement shall immediately constitute vested rights for the Development of the Real Property.

Section 8(B) of this Agreement does not abrogate any rights either preserved by S.C. Code Section 6-31-140 or that may have been vested pursuant to common law and otherwise in the absence of a development agreement.

9. **Building Codes and Laws Other Than Land Use Regulations.** The Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing, fire and gas codes subsequently adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the Town to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Property shall be subject to Section 8(B).

10. **Local Development Permits and Other Permits Needed.** The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project and the Town agrees to use best efforts to expedite the approval of the Development Permits within thirty (30) days of application of same:

Zoning permits, plat approvals (preliminary, conditional or final), roads and drainage construction plan approvals, building permits, certificates of occupancy, potable water and septic field permits, and utility construction and operating permits, as well as permits from

the South Carolina Department of Environmental Services, South Carolina Department of Transportation, and the US Environmental Protection Agency.

The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing permit requirements, conditions, terms, or restrictions.

## **11. Vested Rights Governing the Development of the Real Property.**

### **A. LAND USES AND INTENSITIES**

The Development Plan, attached hereto as **Exhibit G**, in addition to the Current Regulations, establishes the zoning regulations applicable to and governing Development of the Property, including, without limitation, the land uses and intensities permitted on the Property. More particularly, Development of the Property shall be consistent with the following:

(i) Permitted Uses. All land uses permitted in Section 5 of the Development Plan are permitted on the Real Property.

(ii) Number of Dwelling Units. In total, the Property shall be entitled up to three hundred sixteen (316) residential Dwelling Units.

(iii) Building Development Standards. The criteria as set forth in Section 5.6 of the Development Plan shall apply with respect to minimum Lot area, width, depth, setback, and yard requirements, and Section 10 of the Development Plan shall apply with respect to buffer requirements.

### **B. HOMEOWNER'S ASSOCIATION**

Developer shall establish Master Property Owner's Association ("**MPOA**") prior to the sale of Dwelling Units to individual property owners. Membership in the MPOA will be mandatory for any property owner. The MPOA will be funded by dues to be established in its recorded restricted covenants, and the restrictive covenants shall give the MPOA the right to impose liens on applicable property in order to secure the payment of all such dues. The restrictive covenants shall further provide that no more than 10% of the residential units within the Development may be used as rental units at any given time and establish a process to review and approval of rental units to ensure compliance, which restriction shall extend for a period not less than two years following the date on which the Developer no longer controls the MPOA or has the power to appoint a controlling number of individuals serving on the MPOA and may not be removed or amended without approval of a super majority of all members. Prior to the approval of the final plat for the first phase of the Development, the Developer shall submit draft restrictive covenants to the Town for review and approval, which approval shall not be unreasonably withheld. The MPOA's responsibility will be to manage the affairs of the MPOA including the enforcement of recorded documents and the maintenance of common areas. Common areas may include passive park space and nature trails, as well as areas for pools, playgrounds, and other active amenities. There may be individual property owner associations ("**POA**") established for each development tract which will incorporate its own common areas and be managed by each POA and governed by the MPOA. The POA may contract with the MPOA for maintenance and/or management services.

The MPOA's documents will also establish an Architectural Review Board ("**ARB**") to review and approve all structures including residential, and any additions or improvements such as fences, pools, etc. This review will be for aesthetic purposes (e.g., height, architectural detail, materials, colors) and does not replace the building permit review and approval by the Town. The Town agrees that it will not establish

an architectural review body during the term of this Agreement which replaces or duplicates the jurisdiction of the ARB as reserved under this paragraph.

### C. OPEN SPACE

The Developer may convey the Open Space to one or more property owner's associations. The Developer will at all times reserve to itself, its successors and assigns easements for access and infrastructure purposes (e.g., roads, walkways, paths, utility easements and rights of way) necessary or desirable for the Development.

The Town agrees that the Facilities and Open Space specified in this Agreement and Development Plan, including, but not limited to, the Recreation Facility as set forth in Section 14 below, shall satisfy the open space and recreation requirements of Section 6-12 of the Land Development Regulations respecting the same; provided, however, Developer shall, subject to the Recreation Impact Fee Credit (hereinafter defined) provided to Developer, continue to pay Parks & Recreation Impact Fees pursuant to the Town's Impact Fee Program (hereinafter defined), all as more particularly set forth in Section 14 below.

### D. SUBDIVISION PLAN REVIEW AND APPROVAL

Preliminary plans, construction plans, and final plats for each phase of the Development shall be submitted for review and approved at staff level by the Town Administrative Officer pursuant to the provisions of Current Regulations. Furthermore, Town agrees that it shall review all preliminary plans and/or final plans within the time frames set forth in the Current Regulations, if any.

### E. FLEXIBILITY OF USES AND TRACTS

Notwithstanding anything to the contrary contained herein, the Conceptual Master Plan is not intended to be a rigid, exact site plan for future Development of the Property, but must maintain flexibility to accommodate specific soil conditions, environmental concerns, physical constraints, market conditions and design parameters. Accordingly, the exact location of boundary lines between Development Parcels, the location and size of land uses indicated within the planned areas, and the preliminary design concepts for the Development Parcels and uses described in the Conceptual Master Plan shall be subject to change as phases of the Conceptual Master Plan are submitted for final plan review over the life of the Project, without requiring the need for a public hearing or amendment to this Agreement, and such minor modifications shall be processed at staff level; provided, however, that any modifications that increase overall the maximum densities or introduce new land uses not otherwise permitted under this Agreement and the Development Plan shall require an amendment to this Agreement.

**12. Facilities and Services.** Although the nature of this long-term project prevents the Developer from providing exact completion dates, the general phases of construction and Development are set forth in Section 15 and described on Exhibit C attached hereto and incorporated herein by reference. The Developer certifies that the following services and Facilities will be in place (or if not fully in place, the cost of construction fully bonded or letter of credit posted pursuant to the Current Regulations) at the times provided herein, and as to roads, sewer, and water infrastructure, prior to final plat approval for the applicable phase of Development, as required pursuant to the Land Development Regulations. Subject to compliance with applicable Laws, all provisions of this Agreement, and prior approval of construction plans by the Town or other applicable governmental entity, the Town hereby authorizes the Developer, on its own or through its affiliated companies, to install the Facilities. Notwithstanding any provision herein to the contrary, the Developer hereby assures the Town that adequate Facilities, constructed in accordance with plans, specifications, and designs approved by the Town, where applicable, shall be available concurrent with the phases of Development, and the Developer shall remain obligated to construct all

Facilities necessary for the various phases of Development unless the obligation to construct specific facilities has been expressly assigned to other parties pursuant to Section 27 hereof.

A. Rights-of-Way/Easement. The Developer may at its expense develop and provide roads and other related infrastructure within the Project and pursuant to and at such time required by the development plans for the Project and the Current Regulations. Dedication of such Facilities to a governmental entity shall be done in accordance with Section 13.D hereof.

B. Water and Sewer. Currently, Moncks Corner Water Works/Public Works Commission (“MCWW”) is available to provide water and wastewater utilities to the Project; provided, however, Developer may elect for such services to be provided by Berkeley County Water and Sanitation Authority (“BCWSA”). At Developer’s election, the Town hereby agrees to use commercially reasonable efforts and cooperate with Developer to effectuate the provision of such services to the Project by BCWSA.

Notwithstanding whether BCWSA provides such services to the Project, Developer hereby agrees to make a one-time payment for water and sewer impact fees to Moncks Corner Water Works for each residential Lot in the Project. The amount of the water impact fee payable is One Thousand Five Hundred Dollars and 00/100 (\$1,500.00) and the sewer impact fee is Two Thousand Two Hundred Dollars and 00/100 (\$2,200.00), for an aggregate sum of Three Thousand Seven Hundred Dollars and 00/100 (\$3,700.00) for each residential Lot in the Project (“Water and Sewer Fee”). The Water and Sewer Fee for a particular residential Lot shall be due and payable upon the Town’s issuance of a building permit with respect to such residential Lot and the above amounts shall be fixed for the Term of this Agreement (and any extensions thereof).

C. Stormwater. Stormwater facilities shall be maintained by the Developer; however, Developer has the right to assign such maintenance responsibilities to the Property Owners’ Association.

D. Acceptance of Facilities. Ownership and maintenance responsibility over the Facilities described in this Section 12 may be transferred by Developer to the Town, Berkeley County, SCDOT or another applicable governmental entity, as applicable, pursuant to the applicable provisions of the applicable governmental entities regulations and the applicable governmental entities determination to accept dedication thereof. Following any such transfer or conveyance, the applicable governmental entity will have ownership and maintenance responsibility of such Facilities.

### **13. Traffic Considerations**

A. Planning. Long-term planning is essential to assuring safe and convenient ingress and egress for the Project. It is equally essential that this planning be done in a manner that considers existing and future traffic impacts – both within and outside of the Project site. The Developer agrees to work with all appropriate planning agencies to assure said planning occurs, and the Town agrees to use best efforts to expedite any and all permits required, which shall not be unreasonably withheld.

B. Future Road Improvements. The Parties agree that in order to more effectively accommodate the vehicular traffic associated with the known development plans for the region, including the Project, additional road improvements shall be a top priority. Prior to approval of the preliminary plat for the first phase of Development upon the Property, a traffic impact analysis (“TIA”) with respect to the Project shall be prepared at the cost and expense of Developer. Such traffic improvements recommended in the TIA shall be completed by Developer at or prior to such time it is necessary to support the traffic generated by the Development of the Project, as more particularly set forth in the TIA. The TIA shall be updated with each phase of the Project prior to the approval of the preliminary plat or the site plan approval for the applicable phase.

C. Median Plantings. Developer agrees to contribute an amount not to exceed \$125,000 (the “**Landscaping Contribution**”) to the Town for the purposes of installing median planting improvements along US-Highway 52 as set forth in Section 10 of the Development Plan (“**Median Planting Improvements**”). The Landscaping Contribution shall be paid within thirty (30) days of receipt of written notification from the Town that it has obtained an encroachment permit to install the Median Planting Improvements; provided, however, in no event shall Developer be required to pay the Landscaping Contribution prior to final plat approval for the first Residential Phase of Development. The Town shall spend the Landscaping Contribution exclusively for Median Planting Improvements that are consistent with the Town’s US-Highway 52 Median planting design standards along the US-Highway 52 medians adjacent to the Project. The Town and Developer hereby acknowledge and agree that Developer is providing the Town the Landscaping Contribution for the purposes of paying the cost and expense incurred by the Town in completing the Median Planting Improvements, and that the Developer’s obligation with respect to any and all Median Planting Improvements as contemplated in Section 10 of the Development Plan are satisfied by the payment of the Landscaping Contribution.

D. Ownership of Road Improvements. The road improvements, described in Section 13(B) above shall be constructed in accordance with Berkeley County specifications and standards, and ownership and maintenance responsibility of those roads that are eligible for dedication to Berkeley County or SCDOT shall be transferred by the Developer to Berkeley County or SCDOT, as applicable, subject to proper dedication and acceptance by such governmental entity. Following any such dedication or conveyance, the applicable governmental entity will have ownership and maintenance responsibility of such road improvements.

In the event that roads, sidewalks, landscaping, streetlights, or stormwater facilities are to be dedicated to an MPAO, the restrictive covenants applicable to all property within the Development shall include a statement that such facilities within the Development are privately owned and maintained facilities that are not maintained by the Town, Berkeley County, SCDOT, or any other governmental entity and will not be maintained by any such governmental entity in the future, and that the MPAO has the sole responsibility for the maintenance of such facilities and the funding thereof.

#### **14. Recreational Facility Contribution; Recreation Impact Fee Credit.**

The Town and Developer have identified and agreed upon approximately one and 2/10 (1.2) acres of the Property, the general location of which is more particular shown on Section 5.3 of the Development Plan, that shall be utilized for recreational purposes as set forth in this Section 14. Developer shall design, permit, construct and complete, at no cost and expense to the Town, a recreational facility upon such site, which facility is currently anticipated to comprise a pickleball complex, which shall include a minimum of six pickleball courts (three of which shall be covered, as described as “Alternate 1” in figure 5-7 of the Development Plan), men’s and women’s restroom facilities, a covered shelter, and adequate parking (collectively, the “**Recreational Facility**”). Developer hereby agrees that the design and construction the Recreational Facility by Developer shall be in accordance with the standards set forth in Section 5.3 of the Development Plan. The Recreational Facility shall be completed by Developer, including receipt of certificate of occupancy, prior to final plat approval for the second Residential Phase of Development.

Following the issuance of a certificate of occupancy for the Recreational Facility, Developer will transfer and convey, at no costs or expense to the Town, the Recreational Facility to the Town. The conveyance of the Recreational Facility shall be subject to a covenant that the site only be used, operated and maintained by the Town for such recreational purposes and no other purposes; and further reserving unto Developer such easements, rights of way and encroachments as may be necessary for the further Development of the Project. The Town hereby agrees that the Recreational Site and all improvements thereon will accepted by the Town pursuant to the applicable provisions of the Town’s code of ordinances,

upon tender by the Developer, and following such conveyance, the Town will have ownership and maintenance responsibility of the Recreational Facility.

In consideration for the contribution of the Recreation Facility, the Town shall provide the Developer with a credit against Recreation Impact Fees (as further described herein, the “**Recreation Impact Fee Credit**”) imposed by the Town pursuant to the Town’s Impact Fee Program, as enacted by ordinance of the Town Council on April 15, 2025 (the “**Impact Fee Program**”), as such Recreation Impact Fees may be amended from time to time in accordance with the provisions of the Impact Fee Program and the South Carolina Development Impact Fee Act. The amount of the Recreation Impact Fee Credit shall be equal to the Developer’s total actual and documented expenditures for the construction and development of the Recreation Facility. Until such time as the Recreational Facility has been completed and dedicated to the Town in accordance with the foregoing paragraph, the Town shall collect the full amount of the Recreation Impact Fee in accordance with the Impact Fee Program. At such time as the Recreational Facility has been completed and dedicated to the Town, and the Developer has provided the Town with invoices, payment applications, or other documentation of the Developer’s actual expenditures for the Recreational Facility (“**Recreation Facility Completion Date**”), the amount of the Recreation Impact Fee Credit shall be confirmed in writing between the Town and the Developer and shall be allocated equally among the 316 planned residential Dwelling Units within the Residential Phases of Development within the Development. The Town shall reimburse the Developer for the amount of the Recreation Impact Fee Credit allocated to those residential Dwelling Units for which the Recreation Impact Fee has been previously paid prior to the Recreation Facility Completion Date, and shall reduce the amount of Recreation Impact Fee that it collects from the Developer for those residential Dwelling Units for which a Recreation Impact Fee is paid after Recreation Facility Completion Date. The Town shall pay the reimbursement of Recreation Impact Fees to the Developer within 30 days of the date on which the Town and the Developer certify in writing the total amount of the Recreation Impact Fee Credit. In no case shall the amount of the Recreation Impact Fee Credit exceed the total amount of Recreation Impact Fees to be collected among the 316 residential Dwelling Units with the Development, and in such event, the amount of the Recreation Impact Fee Credit shall be reduced to such amount.

#### 15. **Schedule for Project Development.**

A. **Commencement Date.** The Project will be deemed to commence Development upon the execution and adoption of this Agreement.

B. **Commercial Development; Withholding of Residential Building Permits.** The Town and the Developer hereby agree that the Town may withhold issuance of up to fifty percent (50%) of the building permits for the total three hundred sixteen (316) residential Dwelling Units permitted upon the Property pursuant to this Agreement (“**Total Residential Building Permits**”) subject to following withholding and phasing schedule:

(i) **Initial Withholding Pending Commercial Site Plan Approval.** The Town may withhold issuance of up to twenty-five percent (25%) of the Total Residential Building Permits for the Property until such time that one or more site plan(s) totaling the sum of at least fifty thousand (50,000) square-feet of the Commercial Phase of the Development have been approved by the Town.

(ii) **Final Withhold Pending Commercial Building Permit Issuance.** The Town may withhold issuance of up to an additional twenty-five percent (25%) of the Total Residential Building Permits for the Property until such time that one or more building permit(s) authorizing construction for the sum of at least fifty thousand (50,000) square-feet of the Commercial Phase of the Development have been issued by the Town.

Upon satisfaction of the applicable thresholds in subsections (i) and (ii) above, the Town shall release the corresponding number of withheld Total Residential Building Permits, which may thereafter be issued in accordance with the applicable provisions of the Current Regulations. In addition, the Town hereby agrees to cooperate with the Developer in good faith to facilitate timely approvals of all applications, plans, permits and other submittals relating to the Commercial Phase of the Development provided that such submittals are consistent with this Agreement and the Current Regulations.

C. Interim Completion Date. The Developer projects that the Property will be developed in accordance with the Development Schedule, attached hereto as **Exhibit C**, or as amended by Developer in the future to reflect actual market absorption. Pursuant to the Act, the failure of Developer to meet the Development Schedule shall not, in and of itself, constitute a material breach of this Agreement.

D. Completion Date. The Developer anticipates that the Project should be substantially completed (*i.e.*, all sites erected built, and essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses) no later than five (5) years following the Effective Date hereof.

16. Term of the Agreement. The term of this Agreement shall be for a period of five (5) years (“**Term**”), commencing on the Effective Date hereof and shall expire on the fifth (5<sup>th</sup>) anniversary of the Effective Date (the “**Expiration Date**”).

17. Amending or Canceling the Agreement. Subject to the provisions of S.C. Code Section 6-31-80, this Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties in writing or by their successors in interest.

Any amendment to this Agreement shall comply with the provisions of S.C. Code Section 6-31-10, *et seq.* Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires an amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld. A major modification of this Agreement shall occur only after public notice and a public hearing by the Town.

18. Modifying or Suspending the Agreement. The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of the development agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with state or federal laws or regulations. The Parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

19. Periodic Review. The Town Administrator or their designee of the Town shall review the Project and this Agreement at least once every twelve (12) months, at which time the Developer shall demonstrate good-faith compliance with the terms of this Agreement.

If, as a result of its periodic review or at any other time, the Town finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Town shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time, which Town agrees shall be at least thirty (30) days, in which to cure the material breach.

If the Developer fails to cure any material breach within the time given, then the Town unilaterally may terminate or modify this Agreement; provided, that the Town has first given the Developer the opportunity within the time given: (1) to rebut the Town's findings and determinations; or (2) to consent to amend this Agreement to meet the concerns of the Town with respect to the findings and determinations.

**20. Severability.** Subject to the provisions of S.C. Code Section 6-31-150, if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

**21. Merger.** This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. In return for the respective rights, benefits and burdens undertaken by the Parties, the Developer shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein.

**22. Conflicts of Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina and the United States.

**23. Remedies.** Each Party recognizes that the other Party would suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law exists to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to the remedies of injunction and specific performance but not to any other legal or equitable remedies including, but not limited to, damages; provided, however, the Developer shall not forfeit its right to just compensation for any violation by the Town of Developer's Fifth Amendment rights. The Town will look solely to the Developer as to any rights it may have against the Developer under this Agreement, and hereby waives any right to assert claims against limited partners or members of the Developer, and further agrees that no limited partner, member or agent of the Developer has any personal liability under this Agreement. Likewise, Developer agrees to look solely to the Town as to any rights it may have against the Town under this Agreement, and hereby waives any right to assert claims for personal liability against individuals acting on behalf of the Town, its Town Council members, agencies, boards, or commissions.

Notwithstanding anything to the contrary contained herein, in the event of a conveyance of all or a portion of the Real Property and execution of an Assignment as set forth in Section 27 below where more than one person or entities constitute a "Developer" under this Agreement, a breach or default by a Developer under this Agreement shall not constitute a breach or default by any other non-breaching Developer, nor shall any such breach or default by a Developer impair or diminish the rights of any non-defaulting Developer.

**24. Recording.** Within fourteen (14) days after execution of this Agreement, the Developer shall record the agreement with Berkeley County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

**25. Third Parties.** Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities who are not Parties or successors and assigns to this Agreement.

**26. Town Approval of Agreement.** The Town Council has approved the Project under the process set forth in Section 6-31-50 of the Act on the terms and conditions set forth in this Development Agreement.

## 27. Successors and Assigns.

A. Binding Effect. This Agreement shall be binding on the successors and assigns of the Developer in the ownership or Development of any portion of the Real Property or the Project. Except for the purchasers of Lots containing Dwelling Units within single-family residential subdivisions within the Development, a purchaser, lessee or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Developer's obligations hereunder as to the portion or portions of the Real Property so transferred upon the execution, recording, and delivery to the Town of an Assignment (as defined herein). Assignees of Development Parcels shall be required to execute a written acknowledgment accepting and agreeing to the Developer's obligations in this Agreement (an "Assignment"), said Assignment to be in recordable form and provided to the Town at the time of the recording of any deed transferring a Development Parcel. To the extent that an assignee is responsible for the construction or installation of Facilities that are to be located outside of the applicable Development Parcel that the Developer is otherwise obligated to construct or install under this Agreement, the Assignment shall specify the Facilities for which the assignee shall be responsible. Upon delivery of such Assignment, Developer shall be released of any further liability or obligation with respect to said portion of the Property conveyed and any other liability or obligation specified in such Assignment. This paragraph shall not be construed to prevent Developer from obtaining indemnification of liability to the Town from third parties; provided, however, no such indemnification shall relieve the Property Owner of liability or obligations hereunder. Further, Developer shall not be required to notify the Town or obtain the Town's consent with regard to the sale of Lots in residential areas which have been platted and approved in accordance with the terms of this Agreement. Developer shall be released from obligations with respect to Lots within the Development upon the sale thereof.

This Agreement shall also be binding on the Town and all future Town Councils for the duration of this Agreement, even if the Town Council members change.

B. Transfer of Project. Developer shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following exceptions:

(i) Notice of Property Transfer. If the Developer intends to transfer all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes, or accepts all or a portion of the liabilities and obligations of, the "Developer" under and within the meaning of this Agreement, Developer shall notify the Town by written notice and provide it a copy of the Assignment of such status as the "Developer."

(ii) Transfer of Facility and Service Obligations. If the Developer transfers any portion of the Real Property on which the Developer is required to provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Real Property conveyed, then the Developer shall be required to obtain an Assignment from purchaser expressly assuming all such separate responsibilities and obligations with regard to the parcel conveyed and the Developer shall record such Assignment and provide a copy of such Assignment to the Town.

(iii) Assignment of Development Rights. Any and all conveyances of any portion of the Real Property subject to the density unit totals and size limits set forth herein to third party developers shall, by contract and covenant running with the land, assign a precise number of Dwelling Units, and/or commercial square footage, in reduction of the maximum Dwelling Units, and/or vested commercial square footage provided for herein.

(iv) Mortgage Lenders. Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this Section shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Real Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Real Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to the Developer.

C. Release of Developer. In the event of conveyance of all or a portion of the Real Property and compliance with the conditions set forth therein, including the delivery of an Assignment to the Town, the Developer shall be released from any further obligations with respect to this Agreement as to the portion of Real Property so transferred, and the transferee shall be substituted as the Developer under the Agreement as to the portion of the Real Property so transferred.

D. Estoppel Certificate. Upon request in writing from an assignee or the Developer to the Town sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the Town will provide a certificate (the "Certificate") in recordable form that solely with respond to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The Town will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

The Certificate issued by the Town will be binding on the Town in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. No claim or action to enforce compliance with this Agreement may be brought against the Developer or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property for which the Town Administrator, Town Community Development Director, or other Town department head has actual knowledge thereof, except as otherwise described in the Certificate.

Provided that such request is delivered in the same manner as other notices hereunder pursuant to Section 28(G) hereof, if the Town does not respond to such request within thirty (30) days of the time of its receipt, the portion of the Real Property described in the request will be deemed in compliance with all of the covenants and terms of this Agreement. A certificate of such conclusion may be recorded by the Developer, including a copy of the request and the notice of receipt and it shall be binding on the Town as of its date. Such notice shall have the same effect as a Certificate issued by the Town under this Section.

## **28. General Terms and Conditions.**

A. Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit A and shown on Exhibit B attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

B. Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare,

including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

C. Mutual Releases. At the time of, and subject to (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without any appeal having been filed or (ii) the final determination of any court upholding this Agreement; whichever occurs later, and excepting the parties' respective rights and obligations under this Agreement, Developer, on behalf of itself and Developer's partners, officers, directors, employees, agents, attorneys, consultants, hereby releases the Town and the Town's council members, officials, employees, agents, attorneys and consultants, and the Town, on behalf of itself and the Town's council members, officials, employees, agents, attorneys and consultants, hereby releases Developer and Developer's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Agreement in connection with the Real Property or the application, processing or approval of the Project; provided, however, that each party shall not be released from its continuing obligation to comply with the law, including the Current Regulations.

D. No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the Town Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the Town has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the Town by making any promise or representation contained herein. Any amendments are subject to Section 17 herein.

E. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

F. Attorney's Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeal or rehearings, the prevailing Party shall be entitled to receive from the other party thereto reimbursement for reasonable attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified herein.

G. Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the Town:

Mayor of Moncks Corner  
(P.O. Box 700)  
118 Carolina Avenue  
Moncks Corner, SC 29461

With copies to:

Moncks Corner Town Administrator  
(P.O. Box 700)  
118 Carolina Avenue  
Moncks Corner, SC 29461

To the Developer:

Dream Finders Homes, LLC  
1510 N Highway 17  
Charleston, South Carolina 29464  
Attn: Michael Condon

With Copy to:

Maynard Nexsen PC  
205 King Street, Suite 400  
Charleston, SC 29401  
Attn: Nicole Scott

H. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

I. Agreement to Cooperate. The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement. 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, this is not to be construed as a waiver of attorney-client privilege or the right of the Town to determine the manner or extent to which the Town may defend such action or incur any expense in defending such action so long as such defense does not relieve the Town of any obligations or conflict with any rights of Developer under this Agreement.

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

K. Hierarchy of Documents. In the event of a conflict among the documents, the hierarchy of governing documents shall be: (1) this Agreement; (2) The Development Plan; (3) the Current Regulations; and (4) other applicable statutes, ordinances, and regulations governing Development and uses for the Property in effect as of the Effective Date hereof. In the event of an omission, the Current Regulations shall govern. To the extent of ambiguity, the parties shall attempt to review same consistent with the terms of this Agreement, the Development Plan and the Current Regulations.

**29. Statement of Required Provisions.** The Act requires that a development agreement must include certain mandatory provisions, pursuant to S.C. Code 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 S.C. Code Section 6-31-60 (A) for the required items:

A. Legal Description of Property and Legal and Equitable Owners. The legal description of the Property is set forth in Exhibit A attached hereto. The present legal owners of the Property are (i) John P. Morgan, Jr., as Trustee of the John Philip Morgan Jr. Trust dated March 29, 2007, (ii) the First Christian Church of Moncks Corner, a South Carolina Eleemosynary Corporation, (iii) Carol Flarisee, (iv) Adeline Adelaide Callum, and (v) Issac M. Reid. The Developer, Dream Finders Homes, LLC, has an equitable interest in the Property by virtue of certain Agreements for the Purchase and Sale of Real Property, entered into by and between the Property Owners and Developer. In total, The Real Property currently consists of approximately eighty-nine and 78/100 (89.78) acres of highland and approximately six and 23/100 (6.23) acres of wetlands, with a total gross acreage of approximately aggregate of approximately ninety-six and 01/10 (96.01) acres of land.

B. Duration of Agreement. The duration of this Agreement shall be as provided in Section 16 hereof.

C. Permitted Uses, Densities, Building Heights and Intensities. A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development-related standards, are contained in the Current Regulations, as supplemented by this Agreement.

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

E. Dedication of Land and Provisions to Protect Environmentally Sensitive Areas. All requirements relating to land transfers for public facilities are set forth in Section 14 above. The Current Regulations, which are incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant state and federal laws will be fully complied with, in addition to the important provisions set forth in this Agreement.

F. Local Development Permits. The development standards for the Property shall be as set forth in the Current Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Current Regulations, as supplemented by this Agreement. 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) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve Developer, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.

G. Comprehensive Plan and Development Agreement. The Development permitted and proposed under the Current Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the Town, which include the Zoning Ordinance and the Land Development Regulations, as defined herein.

H. Terms for Public Health, Safety and Welfare. Town Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Current Regulations and existing laws.

I. Historical Structures. Any cultural, historical structure or sites will be addressed through the applicable federal and state permitting process at the time of development.

J. Recording. This Development Agreement shall be recorded in the public records of Berkeley County, South Carolina, in accordance with statutory requirements of the Act.

[Separate Signature Pages Follow]

**\*\*\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\*\*\***

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

Witnesses:

**TOWN OF MONCKS CORNER, SOUTH CAROLINA**

\_\_\_\_\_  
*Witness No. 1*

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

\_\_\_\_\_  
*Witness No. 2*

Attest: \_\_\_\_\_  
\_\_\_\_\_, Clerk of Council

STATE OF SOUTH CAROLINA     )  
COUNTY OF BERKELEY         )

**ACKNOWLEDGMENT**

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, Mayor of the Town of Moncks Corner, South Carolina, and \_\_\_\_\_, the Clerk of Council, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officials of the Town of Moncks Corner, South Carolina, who acknowledged the due execution of the foregoing document.

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties on the day and year first above written.

Witnesses:

**DREAM FINDERS HOMES, LLC**, a Florida limited liability company

\_\_\_\_\_  
*Witness No. 1*

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
*Witness No. 2*

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

I, the undersigned Notary Public for the state of \_\_\_\_\_, do hereby certify that Dream Finders Homes, LLC, a Florida limited liability company, by \_\_\_\_\_, its \_\_\_\_\_, who is personally known to me, or was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument appeared before this day, and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBITS**

- Exhibit A: Legal Description
- Exhibit B: Boundary Plat
- Exhibit C: Development Schedule
- Exhibit D: Development Agreement Ordinance
- Exhibit E: Town of Moncks Corner Zoning Ordinance
- Exhibit F: Land Development Regulations
- Exhibit G: PD Development Plan

**EXHIBIT A****LEGAL DESCRIPTION**

ALL THAT CERTAIN PIECE, parcel or tract of land, situate, lying and being in 2nd St. Johns Parish, County of Berkeley, State of South Carolina, MEASURING AND CONTAINING Twenty-nine (29.0) acres, more or less, and BUTTING AND BOUNDING as follows, to wit: On the North by the right-of-way of a dirt road leading to U.S. Highway 52 in part and by lands of Janie and Natalie Gethers in part; on the East by lands of the Heirs of Gibby Simmons, on the South by Tact "A" as shown on a plat hereinafter referred; and on the West by lands of Leone P. Green in part and Mary Simmons in part. Said tract of land is shown and designated as Tract "B" on a plat entitled PLAT OF LAND "A", "B", AND "C" SURVEYED AT THE REQUEST OF ADELINE ADELAIDE CALLUM, SUB-DIVIDED AS SHOWN" prepared by Cleatwood E. Droze, R.L.S., and J. Hugh Campbell, Jr., R.L.S., dated July 8, 1980, revised September 10, 1989, and further revised December 18, 1989, a copy of which is recorded in the R.M.C. Office for Berkeley County and to which reference is hereby craved for a more complete and accurate description of the tract of land.

TMS No.: 162-00-01-029

– ALSO –

ALL THAT CERTAIN LOT, piece, or parcel of land, situate, lying and being in Berkeley County, South Carolina, near the town of Moncks Comer, designated as **Tract No. 14** on a plat by J. Philip Morgan, RLS, dated February 3, 1949, made for the Estate of November Reid (spelled incorrectly on said plat as Read), the said Tract No. 14 consisting of **twenty (20) acres** more or less, measuring and containing on the North and South lines one thousand fifty (1050') feet, and on the east line eight hundred twenty six (826") feet, and on the west line eight hundred forty five (845') feet. Butting and bounding as follows: On the North by a three (3) acre tract designated as Tract No. 13 on said plat, on the East by lands of Nero Small; on the south by Oak Hill Plantation; and on the West by lands of Georgia Glover and Caroline Poinsett. For a more complete description of the size, shape, and dimensions of the said Tract No. 14, reference is made to said plat by J. Philip Morgan.

TMS No.: 162-02-00-017

– ALSO –

ALL THAT PIECE, parcel or tract of land, lying and being in 1<sup>st</sup> St. John's Parish, County of Berkeley, State of South Carolina, containing Five (5) acres more or less, Bounded on the West by lands of Alice Read and Jack Ferguson, on the East by lands formerly owned by Smalls, on the South by lands of November Read and on the West by lands of August Read; SAVING AND EXCEPTING from the general description above a 2.01 acre parcel acquired by the South Carolina Highway Department in a condemnation proceeding in File 8-431, Project No. F-071-1 (54) Tract No. 23-E and a one (1) acre lot conveyed to Henry L. Simmons et al by deed of Mary Simmons Gethers dated October 26, 1970 and found of record in the Office of the Register of Deeds for Berkeley County in Book A 216 at Page 165.

TMS No.: 162-02-00-019

– ALSO –

ALL THAT CERTAIN PIECE, parcel or lot of land, situate, lying and being in First St. Johns Parish, County of Berkeley, State of South Carolina, MEASURING AND CONTAINING **One (1) Acre** more or less, tract of land being shown on plat entitled "Plat of 1.0 acre, Land Owned by Mary Simmons, to be

conveyed to Henry Simmons, near Moncks Comer, Berkeley County, S.C.," prepared by Bobby M. Long, R.L.S., dated September 22, 1970, a copy of which is recorded in the ROD Office for Berkeley County in Plat Book "U", at Page 89, reference to which is hereby craved for a more accurate and complete description of said tract of land, BUTTING AND BOUNDING as follows, to wit:

**NORTH:** By lands of Edith Montgomery, lands of Leslie B. Dyches & Minnie F. Dyches as Trustees;  
**EAST:** By lands of Carol Flarisee;  
**SOUTH:** By lands of Carol Flarisee;  
**WEST:** By Hwy 52.

TMS No.: 162-02-00-020

**EXHIBIT B**  
**BOUNDARY PLAT**

*[To be inserted prior to execution]*

**EXHIBIT C****DEVELOPMENT SCHEDULE**

Development of the Property is expected to occur over the Term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Developer as the development evolves over the term; provided, however, the parties acknowledge that the Recreation Facility shall be completed prior to the final plat approval for the second Residential Phase of Development pursuant to Sections 14 of this Agreement, and the Town's issuance of the Total Number of Residential Building Permits shall subject to withholding provisions established in Section 15(B) of this Agreement:

	<b>Residential</b>	<b>Commercial</b>
<b>2026</b>	-	-
<b>2027</b>	-	-
<b>2028</b>	102 Dwelling Units	-
<b>2029</b>	62 Dwelling Units	<i>(estimated site plan approval)</i>
<b>2030</b>	54 Dwelling Units	50,000 square feet
<b>2031</b>	98 Dwelling Units	-
<b>TOTAL:</b>	<b>316 Dwelling Units</b>	<b>50,000 square feet</b>

This Development Schedule is for planning and forecasting tools only, and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace if market conditions support a faster pace. 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 hereunder. Development activity may occur faster or slower than the forecast schedule, as a matter of right, depending upon market conditions. Furthermore, periodic adjustments to the development schedule which may be submitted unilaterally by Owner in the future, shall not be considered a material amendment or breach of the Agreement, subject to the requirements of Sections 14 and 15(B) of this Agreement concerning the Recreation Facility and the Commercial Phase of Development, respectively.

**EXHIBIT D**

**DEVELOPMENT AGREEMENT ORDINANCE**

*[To be inserted prior to execution]*

**EXHIBIT E**

**TOWN OF MONCK'S CORNER ZONING ORDINANCE**

*[To be inserted prior to execution]*

**EXHIBIT F**

**LAND DEVELOPMENT REGULATIONS**

*[To be inserted prior to execution]*

**EXHIBIT G**

**PD DEVELOPMENT PLAN**

*[To be inserted prior to execution]*