

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00000846 Vol: 8783 Pg: 235



53 2011 00000846

Instrument Number: 2011- 00000846

As
Agreement

Recorded On: January 13, 2011

Parties: EAGLE LANDING SUBDIVISION
To
DOUBLE E DEVELOPMENT LLC

Billable Pages: 10

Recorded By: EAGLE LANDING ASSOCIATION

Num Of Pages: 15

Comment:

**** Examined and Charged as Follows: ****

Agreement 20.00
Recording Charge: 20.00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Register of Deeds Office For: Berkeley County, SC

File Information:

Record and Return To:

Document Number: 2011- 00000846 EAGLE LANDING ASSOCIATION
Receipt Number: 309244 2154 N CENTER ST
Recorded Date/Time: January 13, 2011 03:31:58P STE 204-B
Book-Vol/Pg: Bk-R VI-8783 Pg-235 NORTH CHARLESTON SC 29406
Cashier / Station: R McMakin / Cash Super Station 5



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY) **PLANNED DEVELOPMENT AGREEMENT**

THIS PLANNED DEVELOPMENT AGREEMENT (the "Agreement") offered this 6th day of March, 2007, by and between Eagle Landing Subdivision (the "Home Owners Association") and Double "E" Development, LLC., (the "Developer").

1. WHEREAS, for and in consideration of the amount of Five Dollars (\$5.00) paid in hand, the Eagle Landing Subdivision agrees to refrain from challenging before any board, commission, court or any other legal or equitable regulatory authority the development of 75 single family home sites as described and delineated further in this agreement by Double "E" Development, LLC., and Double "E" Development, LLC., in return will construct a Nine (9) hole Golf Course, to include a putting and pitching green, recreational open space, and a neighborhood grill;

2. WHEREAS, Double "E" Development, LLC., agrees if it does not fully comply with the terms of this agreement that Eagle Landing Subdivision shall be afforded the remedy of Specific Performance as well as any injunctive relief including but not limited to the cessation of development, marketing, and construction of the home sites.

3. WHEREAS, this addition to Eagle Landing is a 61.559-acre tract (TMS Numbers 2590000072, 2590000073 and 2590000074) located in the existing Eagle Landing Subdivision. This tract is currently zoned PD - Golf Course in Hanahan, Berkeley County, South Carolina;

4. WHEREAS, the additional development in Eagle landing will consist of Exactly 75 single family home sites to be rezoned Single Family Residential, with a 9 hole golf course zoned Golf Course, a park relocation, to include a putting and pitching green which shall be zoned as Passive Recreational Open Space as well as the construction of a neighborhood grill all as shown on the attached plat, attached hereto as Exhibit "A";

5. WHEREAS, Eagle Landing is located off Rivers Avenue across from Northwoods Mall. The main access into Eagle Landing is by Eagle Landing Boulevard. Eagle Landing Boulevard and Northbrook Boulevard will provide the ingress/egress for the ADDITIONAL development. The ADDITIONAL development boundaries

consist primarily of the existing Eagle Landing Subdivision, the Seaboard Coast Line Railroad, and vacant land;

6. WHEREAS, it is the intent of the developer to use this Type "B" Planned Development to rezone a portion of the property to Single Family Residential and develop 75 single-family home sites;
7. WHEREAS, all home sites and structures will be governed by the Eagle Landing H.O.A. Covenants and Restrictions, the City of Hanahan and this agreement.
8. WHEREAS, these 75 single family home sites will consist of two varying lot sizes as more fully described below;
 - a. Lots 1 – 51 will consist of a minimum lot size of 80 feet by 120 feet or 9,600 square feet. The square footage of the homes built on these lots will be no less than 2100 square feet. Building setbacks for each lot are as follows:
 - i. Front - 15 feet
 - ii. Rear - 20 feet
 - iii. Sides - 10 feet
 - b. Lots 52 – 75 will consist of a minimum lot size of 65 feet by 120 feet or 7,800 square feet. The square footage of the homes will be no less than 2100 square feet. Building setbacks for each of these lots is as follows:
 - i. Front - 15 feet
 - ii. Rear - 20 feet
 - iii. Sides - 7.5 feet
9. WHEREAS, all homes must be constructed using brick, stucco, or hardy plank siding. Roofs must consist of architectural shingles. No vinyl siding will be allowed;
10. WHEREAS, the maximum height limit shall be 35 feet regardless of the number of proposed stories;
11. WHEREAS, the Eagle Landing Association's Architectural Review Board will ensure stringent requirements to prevent repetitive designs from being utilized;



12. WHEREAS, the developer will maintain a portion zoned Golf Course. The golf course will use 9 of the existing holes;
13. WHEREAS, there will be modifications to some of the existing tee boxes and fairways and the golf course will be fully constructed and operational by the sale of lots 51 through 75 or December 31, 2007, whichever occurs first;
14. WHEREAS, the developer will operate the 9 hole golf course subject to the following provisions herein;
15. WHEREAS, the developer will construct a neighborhood grill as shown on the attached plat, to be located on the parcel next to the existing buildings along the pond. The grill will provide a deck over the pond and it is the developer's intent to operate the parcel as a neighborhood grill opened primarily for Eagle Landing community; however it will be open to the public;
16. WHEREAS, the grill will be completed on or before December 31, 2008;
17. WHEREAS, if the grill is to be closed for any reason, other than remodeling, for a period of longer than 30 days, Eagle Landing will have the right of first refusal to purchase the grill at the then existing fair market value. If Eagle Landing is unable or unwilling to purchase the grill within 60 days of the offer, developer is free to sell the grill to any third party for the exact sum and terms offered to Eagle Landing. Any term or price change must be offered first to Eagle Landing with the same 60 day option period;
18. WHEREAS, the property where the grill it to be construction will have a deed restriction placed on it to ensure that it will always remain a neighborhood grill and to ensure strict compliance with the above referenced purchase option;
19. WHEREAS, a portion of the property will be zoned Passive Recreational Open Space to which the developer is proposing to the existing City of Hanahan. Access to the new park will be provided through an easement located between Lots 68 & 69;
20. WHEREAS, Conservation Easements will be placed along roadways where Golf Course or Passive Recreational Open Space is adjacent. The 15-foot easements will restrict access to the property, therefore preventing future development to



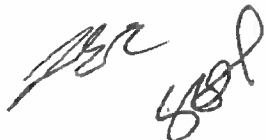
those parcels;

21. WHEREAS, all access easements will be sold to the Eagle Landing H.O.A. for a fee of \$10.00;
22. WHEREAS, the additional development in Eagle Landing will obtain its main arteries of ingress/egress from new roads connecting to existing roads: Eagle landing Boulevard and Northbrook Boulevard. These primary roadways also will serve as an access route to the adjacent parcels;
23. WHEREAS, all new roadways within the boundaries of the Additional development will be zoned as Public Roads. All right-of-ways along these roadways will employ a minimum width of 50 feet, but may vary at intersection points. The roadways will be serviced with off street parking in the form of garages and driveways;
24. WHEREAS, all new roadways will have a four-foot sidewalk along both sides of the road to insure and promote safety for pedestrians. All sidewalks will be constructed by the developer and are to conform to the latest ADA standards. The developer will be responsible for maintenance and repairs of these roadways and sidewalks until accepted by Berkeley County;
25. WHEREAS, each individual home site will be required to follow a set of specific landscape guidelines that will be approved by the Eagle Landing H.O.A. Board of Directors. These guidelines will be listed in addition to Eagle Landing's H.O.A. Covenants and Restrictions. It will be the developer and individual homeowner's responsibility to implement the required landscape material;
26. WHEREAS, a 20-foot buffer will exist where a new home is adjacent to an existing home. The buffer requirement will be three canopy trees, four understory trees, and twenty-five shrubs per 100 linear feet. The City of Hanahan and the Eagle Landing H.O.A. will enforce the buffer requirements;
27. WHEREAS, the Additional Eagle Landing development will incorporate utility access through the existing Eagle Landing Subdivision along Eagle Landing Boulevard, Northbrook Boulevard, Roma Road, and Starling Road;
28. WHEREAS, these service facilities will utilize the existing utility easements and

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will include electric, cable, telephone, gas, water line, sewer line, and storm sewer lines;

29. WHEREAS, all utility locations will be designed to be underground and will be located within the street right-of-ways, as well as, existing and proposed utility easements. All utilities will be designed to satisfy overseeing Agencies standards, including but not limited to the Eagle Landing H.O.A;
30. WHEREAS, additional development will use 3.83 acres of existing pond areas for detention areas. The development will modify the size and shape of the existing ponds to manage storm water runoff created by the new home sites. If necessary the developer will build a new pond and it will be the developer's responsibility to maintain that pond. The developer will meet with the Eagle Landing H.O.A. Board to address all drainage issues. The developer will gain prior approval from DNR before any altering of the existing ponds;
31. WHEREAS, site lighting will be installed by the developer and will be required along all streets, and future site amenities. The style of lighting fixtures will be the same as the existing Eagle Landing Development and will ensure safe travel within the nighttime hours. Final location of all lighting fixtures will be determined at a later date;
32. WHEREAS, all street signs will conform to the existing Eagle Landing development signs and will use bird names for all streets;
33. WHEREAS, the naming of these streets will be undertaken by the Eagle Landing H.O.A. Board of Directors;
34. WHEREAS, the developer shall deed the open property beside lots 50 and 51 to The Eagle Landing H.O.A. Inc;
35. WHEREAS, the developer will relocate the message board, currently located at the corner of Indigo and Northbrook, in an appropriate location of the Eagle Landing H.O.A.'s choice;
36. WHEREAS, all areas of TMS #2590000074, #2590000073, #2590000072, and #2590000064 will be under the current covenants and restrictions of The Eagle Landing H.O.A;

Handwritten signatures in black ink, appearing to be initials or names, located below the list of conditions.

37. WHEREAS, after completion of all home sites, golf course, and grill, the developer will pay Eagle Landing \$5,000 to update the Covenants and Restrictions;
38. WHEREAS, the developer will build and maintain a cart path throughout the neighborhood as he owns the golf course area. These paths will be separate and apart from the buffers. The developer agrees to run the golf course for a period of not less than two years;
39. WHEREAS, after two years from the date the golf course is constructed and operational, the developer does not want to continue running the course for any reason, the developer will lease the course to The Eagle Landing Association, Inc., for a period of five years. During this time the Eagle Landing Association will be responsible for all cost associated with running the golf course. At any time during this five year lease Eagle Landing may purchase the golf course area for \$10.00 upon notice sent certified mail to the address listed below. The developer will convey the property with five days of receipt of notice and payment, by a fee simple deed free and clear of any liens or encumbrances;
40. WHEREAS, Developer hereby agrees to grant to Eagle Landing a first right of refusal to purchase the golf course subject to the other provisions of this agreement. If developer wishes to sell the golf course, it must first be offered to Eagle Landing for \$10.00. This offer must be made in writing and mailed to the address herein by certified mail. The offer must remain open for a period of not less than 30 days;

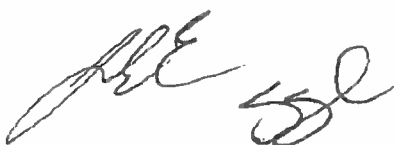
Double E Development LLC
P.O. Box 60485
North Charleston, SC 29419

Capitol Group
2154 North Center Street
Suite 204 B
North Charleston, 29406



THEREFORE IT IS AGREED:

41. For and in consideration of the amount of Five Dollars (\$5.00) paid in hand, the Eagle Landing Subdivision agrees to refrain from challenging before any board, commission, court or any other legal or equitable regulatory authority the development of 75 single family home sites as described and delineated further in this agreement by Double "E" Development, LLC., and Double "E" Development, LLC., in return will construct a Nine (9) hole Golf Course, to include a putting and pitching green, recreational open space, and a neighborhood grill;
42. Double "E" Development, LLC., agrees if it does not fully comply with the terms of this agreement that Eagle Landing Subdivision shall be afforded the remedy of Specific Performance as well as any injunctive relief including but not limited to the cessation of development, marketing, and construction of the home sites.
43. This addition to Eagle Landing is a 61.559-acre tract (TMS Numbers 2590000072, 2590000073 and 2590000074) located in the existing Eagle Landing Subdivision. This tract is currently zoned PD - Golf Course in Hanahan, Berkeley County, South Carolina;
44. The additional development in Eagle landing will consist of Exactly 75 single family home sites to be rezoned Single Family Residential, with a 9 hole golf course zoned Golf Course, a park relocation, to include a putting and pitching green which shall be zoned as Passive Recreational Open Space as well as the construction of a neighborhood grill all as shown on the attached plat, attached hereto as Exhibit "A";
45. Eagle Landing is located off Rivers Avenue across from Northwoods Mall. The main access into Eagle Landing is by Eagle Landing Boulevard. Eagle Landing Boulevard and Northbrook Boulevard will provide the ingress/egress for the ADDITIONAL development. The ADDITIONAL development boundaries consist primarily of the existing Eagle Landing Subdivision, the Seaboard Coast Line Railroad, and vacant land;
46. It is the intent of the developer to use this Type "B" Planned Development to rezone a portion of the property to Single Family Residential and develop 75 single-family home sites;



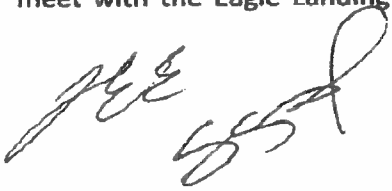
47. All home sites and structures will be governed by the Eagle Landing H.O.A. Covenants and Restrictions, the City of Hanahan and this agreement.
48. These 75 single family home sites will consist of two varying lot sizes as more fully described below;
 - a. Lots 1 – 51 will consist of a minimum lot size of 80 feet by 120 feet or 9,600 square feet. The square footage of the homes built on these lots will be no less than 2100 square feet. Building setbacks for each lot are as follows:
 - i. Front - 15 feet
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 - b. Lots 52 – 75 will consist of a minimum lot size of 65 feet by 120 feet or 7,800 square feet. The square footage of the homes will be no less than 2100 square feet. Building setbacks for each of these lots is as follows:
 - i. Front - 15 feet
 - ii. Rear - 20 feet
 - iii. Sides - 7.5 feet
49. All homes must be constructed using brick, stucco, or hardy plank siding. Roofs must consist of architectural shingles. No vinyl siding will be allowed;
50. The maximum height limit shall be 35 feet regardless of the number of proposed stories;
51. The Eagle Landing Association's Architectural Review Board will ensure stringent requirements to prevent repetitive designs from being utilized;
52. The developer will maintain a portion zoned Golf Course that will consist of regulation standards. The golf course will use 9 of the existing holes;
53. There will be modifications to some of the existing tee boxes and fairways and the golf course will be fully constructed and operational by the sale of lots 51 through 75 or December 31, 2007, whichever occurs first;



54. The developer will operate the 9 hole golf course subject to the following provisions herein;
55. The developer will construct a neighborhood grill as shown on the attached plat, to be located on the parcel next to the existing buildings along the pond. The grill will provide a deck over the pond and it is the developer's intent to operate the parcel as a neighborhood grill opened primarily for Eagle Landing community; however it will be open to the public;
56. The grill will be completed on or before December 31, 2008;
57. If the grill is to be closed for any reason, other than remodeling, for a period of longer than 30 days, Eagle Landing will have the right of first refusal to purchase the grill at the then existing fair market value. If Eagle Landing is unable or unwilling to purchase the grill within 60 days of the offer, developer is free to sell the grill to any third party for the exact sum and terms offered to Eagle Landing. Any term or price change must be offered first to Eagle Landing with the same 60 day option period;
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60. Conservation Easements will be placed along roadways where Golf Course or Passive Recreational Open Space is adjacent. The 15-foot easements will restrict access to the property, therefore preventing future development to those parcels;
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63. All new roadways within the boundaries of the Additional development will be zoned as Public Roads. All right-of-ways along these roadways will employ a minimum width of 50 feet, but may vary at intersection points. The roadways will be serviced with off street parking in the form of garages and driveways;
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66. A 20-foot buffer will exist where a new home is adjacent to an existing home. The buffer requirement will be three canopy trees, four understory trees, and twenty-five shrubs per 100 linear feet. The City of Hanahan and the Eagle Landing H.O.A. will enforce the buffer requirements;
67. The Additional Eagle Landing development will incorporate utility access through the existing Eagle Landing Subdivision along Eagle Landing Boulevard, Northbrook Boulevard, Roma Road, and Starling Road;
68. These service facilities will utilize the existing utility easements and will include electric, cable, telephone, gas, water line, sewer line, and storm sewer lines;
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developer will gain prior approval from DNR before any altering of the existing ponds;

71. Site lighting will be installed by the developer and will be required along all streets, and future site amenities. The style of lighting fixtures will be the same as the existing Eagle Landing Development and will ensure safe travel within the nighttime hours. Final location of all lighting fixtures will be determined at a later date;
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79. After two years from the date the golf course is constructed and operational, the developer does not want to continue running the course for any reason, the developer will lease the course to The Eagle Landing Association, Inc., for a period of five years. During this time the Eagle Landing Association will be responsible for all cost associated with running the golf course. At any time



during this five year lease Eagle Landing may purchase the golf course area for \$10.00 upon notice sent certified mail to the address listed below. The developer will convey the property with five days of receipt of notice and payment, by a fee simple deed free and clear of any liens or encumbrances;

80. Developer hereby agrees to grant to Eagle Landing a first right of refusal to purchase the golf course subject to the other provisions of this agreement. If developer wishes to sell the golf course, it must first be offered to Eagle Landing for \$10.00. This offer must be made in writing and mailed to the address herein by certified mail. The offer must remain open for a period of not less than 30 days;

SIGNATURE ON FOLLOWING PAGE

*28E
SLOL*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered each unto the other by their respective duly authorized representatives as of the date abovementioned.

WITNESSES:

Cary M Pils

[Signature]
Double E Development LLC

Cary M Pils

[Signature]
Eagle Landing Home Owners Association

[Signature]

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

I, undersigned witness Notary Public for South Carolina, do hereby certify that the Grantors personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of January, 2011.

Edna A. Crowder

NOTARY PUBLIC FOR SOUTH CAROLINA

My commission Expires: 12-18-2018

