

Samuel E. Murray
Mayor

Council

Yvonne C. Butler
Mayor Pro Tempore

Mary Beth Heyward
Shirley R. Heyward
Henry Robinson



BIRTHPLACE OF AMERICAN CIVILIZATION

Town of Port Royal South Carolina

Town Officials

John P. Perry
Town Manager

Stanton R. Fitzgerald
Operations Administrator

James L. Cadlen
Chief of Police

Chesley H. Carter
Director of Public Works

Wendell O. Wilburn
Fire Chief

ORDINANCE 2000-34

AN ORDINANCE TO ZONE APPROXIMATELY 106.59 ACRES OF REAL ESTATE LOCATED IN BEAUFORT COUNTY DESCRIBED AS TAX MAP 12, PARCEL 1, DISTRICT 110.

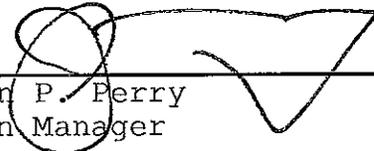
WHEREAS, the Joint Municipal Planning Commission has made a recommendation to the Town Council; and

WHEREAS, the petitioner has requested that Town Council consider his request as to the zoning of the above referenced property; and

WHEREAS, the Town Council finds it in the best interest of the petitioner and the Town of Port Royal to establish same on the official zoning map.

NOW, THEREFORE, BE IT ORDAINED, by Council of the Town of Port Royal, South Carolina, duly assembled and with authority of same, that the property shown and described as Map 12, Parcel 1, District 110 on the attached Beaufort County Tax Map be established as Planned Unit Development (PUD).

REQUESTED BY:



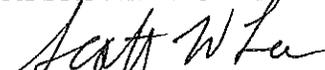
John P. Perry
Town Manager

APPROVED BY:



Samuel E. Murray
Mayor

APPROVED AS TO FORM:



Scott W. Lee
Town Attorney

ATTEST:



Tanya L. Payne
Municipal Clerk

Introduced: September 13, 2000

Final Reading: October 11, 2000

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

**COVENANT AND RESTRICTION TO
RUN WITH LAND**

WHEREAS, Rose Island Properties, LLC, (hereinafter "Developer"), is the fee-simple owner of a tract of land measuring approximately 106.59 acres, commonly known as Rose Island, and referenced on the Beaufort County Tax Map as District 600, Map 012, Parcel 001. See the plat recorded in Plat Book 68 at Page 16 in the Office of the Beaufort County RMC attached hereto as Exhibit A for a more complete description of said property; and

WHEREAS, Rose Island is located in and near the tidal waters of the Broad River, near the municipal limits of the Town of Port Royal, and is accessible only by boat; and

WHEREAS, Developer desires to subdivide Rose Island into 20 single-family home sites, representing a density of not more than 1 residence for every 5 acres, on which it is proposed that owners will construct single-family dwelling units; and

WHEREAS, Developer wishes to have Rose Island annexed into the municipal boundaries of the Town of Port Royal; and

#1 AS
WHEREAS, due to the inaccessibility of Rose Island from land and the unavailability of equipment and personnel to access Rose Island by water, the Town of Port Royal is currently and will in the future be unable to provide police, fire, emergency medical services, garbage pick up, or other emergency or community services otherwise offered and provided to residents of the Town of Port Royal; and

WHEREAS, Developer understands and agrees that such emergency and other community services will not be afforded or provided to property and residents of Rose Island, and that certain modifications of building standards on Rose Island will therefore be required to ensure the safety of residents, visitors and others on Rose Island; and

WHEREAS, Developer covenants and agrees that this Agreement, and the Covenants and Restrictions herein, shall be recorded, and will be binding upon and run with the land of Rose Island, as described in Exhibit A hereto.

NOW, THEREFORE, for and in consideration of the mutual exchange of rights and obligations set forth herein between the parties to this Agreement, the sufficiency of which is hereby acknowledged, it is stipulated, agreed, and covenanted as follows:

- #2 MS
1. Upon submission by Rose Island Properties, LLC, of a properly executed Petition for Annexation, the Town of Port Royal shall annex Rose Island into the corporate limits, and shall zone said property as a Planned Unit Development (PUD) under a PUD Agreement satisfactory to both Developer and the Town. A copy of this Agreement shall be attached, and become a part of, the Petition for Annexation, the Annexation Ordinance, and the Planned Unit Development Agreement.
 2. The Town of Port Royal is unable to, and therefore cannot, and will not in the future be required to, provide fire or police protection, or emergency medical services, of any nature to any property, parcel, resident or other person of or on Rose Island. Any and all owners of property on Rose Island hereby agree to hold the Town of Port Royal forever harmless of and from any and all claims and/or liability arising out of the Town's inability and/or failure to provide fire and/or police protection to persons or property on Rose Island. This Agreement shall run with the land and be a part of any subdivision and sale thereof.
 3. Typical or standard emergency medical services normally provided by the Beaufort County Emergency Medical Service Department (EMS) is not, nor will it in the future be available to persons on Rose Island. If such services can be provided at all, the owners and visitors of Rose Island understand and acknowledge that there will be a major delay in response time due to inaccessibility of the property.
 4. On-site sanitation collection will not be provided by the Town of Port Royal Public Works Department. Collection and proper disposal of garbage and other refuse on Rose Island shall be born exclusively by the Developer and/or owners of property on Rose Island.
 5. It is understood and acknowledged that the Developer and residents of Rose Island must provide for off-island parking for cars or boat trailers belonging to island residents, and to visitors of Rose Island. A launch site for island residents from the mainland, sufficient in size to accomodate emergency vessels if necessary, will be established, maintained and named, at the sole expense of the Developer.
 6. The Developer agrees, and the PUD Agreement and Ordinance pertaining to Rose Island shall provide, that residential density on Rose Island shall be no greater than 1 unit to every 5 acres. Further, the cleared area of each lot shall not exceed 15% of the total area of the lot. Developer agrees to protect sensitive natural areas.
 7. This Agreement shall be attached to and/or incorporated into any proposed Planned Unit Development ordinance for Rose Island, and shall be included as part of the Covenants and Restrictions of Rose Island. This Agreement shall also be recorded

in the RMC office of Beaufort County, and shall attach to and run with the land of Rose Island.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 13th day of November, 2000.

WITNESSES:

x R.B.T.H.P.
Witness 1

Rose Island Properties, LLC

By x [Signature]
George Stephanis

1 [Signature]
Witness 2

Its _____

STATE OF SOUTH CAROLINA

AFFIDAVIT OF PROBATE

COUNTY OF BEAUFORT

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named parties sign, seal, and as their act and deed, deliver the within written Agreement, and that s/he with the other witness, witnessed the execution thereof.

S #/S

R.B.T.H.P.
Signature of Witness 1

SWORN to before me this 13th day of November, 2000.

[Signature]
Notary Public for South Carolina
My Commission Expires: 10/11/08

WITNESSES:

[Signature]
Witness Number 1

Linda K. Bridges
Witness Number 2

TOWN OF PORT ROYAL

By: Samuel E. Murray
Samuel E. Murray, Mayor

Attest: Tanya L. Payne
Town Clerk

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named parties sign, seal, and as their act and deed, deliver the within written Agreement, and that s/he with the other witness, witnessed the execution thereof.

[Signature]
Signature of Witness Number 1

SWORN to before me this 21st
day of November, 2000.

Linda K. Bridges
Notary Public for South Carolina
My Commission Expires: July 28, 2005

#4 pp.

