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Town of  
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BEAUFORT COUNTY SC - ROD  
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Van Willis  
Town Manager



COOL. COASTAL. FAR FROM ORDINARY.

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ORDINANCE 2021 -25

AN ORDINANCE TO FURTHER AMEND THE PLANNED UNIT DEVELOPMENT ENACTED BY ORDINANCE 2011-17 FOR THAT CERTAIN 317 ACRES MORE OR LESS BEING IN THE TOWN OF PORT ROYAL, SOUTH CAROLINA, GENERALLY LYING ALONG BATTERY CREEK AND DEPICTED IN THAT PLAT ENTITLED "PLAT OF 51.60 ACRES OF HIGHLAND AT SOUTH CAROLINA STATE PORTS AUTHORITY, PORT ROYAL TERMINAL" PREPARED BY THOMAS & HUTTON ENGINEERING CO DATED DECEMBER 20, 2006 AND RECORDED IN PLAT BOOK 0122 AT PAGES 0032-0035 ON OCTOBER 17, 2007, IN THE OFFICE OF THE BEAUFORT COUNTY REGISTER OF DEEDS, AS SUCH PLANNED UNIT DEVELOPMENT WAS SUBSEQUENTLY AMENDED BY ORDINANCE 2017-20, AND OTHER MATTERS RELATED THERETO.

**WHEREAS**, Grey Ghost Properties, LLC ("**GGP**") is the owner of certain real property located in the Town of Port Royal, South Carolina (the "**Town**") generally located along Battery Creek and consisting of approximately 51.44 acres of highland and 265.91 acres of tidal marshes (the "**Property**"), along with certain other parcels acquired by GGP since August 9, 2017 (the "**Additional Properties**"), such date being the last date the entitled "Planned Unit Development for SC SPA Port of Port Royal Tract" originally dated November 9, 2011 (the "**Original PUD**") was amended by Ordinance No. 2017-20 of the Town (as amended, the "**PUD**"); the Additional Properties are more particularly on Exhibit "A" attached hereto, with all of the current GGP holdings (the Property and the Additional Properties) being identified as the "**GGP Properties**" for purposes of this Ordinance; and

**WHEREAS**, Special K, LLC ("**SK LLC**"), is the owner of certain property containing the "dry stack storage" facility as more particularly described in the deed from GGP to SK LLC recorded in Book 3634 at Page 270 in the Office of the Register of Deeds for Beaufort County, SC; and

**WHEREAS**, Progeny, LLC ("**Progeny**") is the owner of certain property adjacent to the dry stack storage facility as more particularly described in the deed from GGP to Progeny recorded in Book at Page in the Office of the Register of Deeds for Beaufort County, SC; and

**WHEREAS**, the Port Royal Redevelopment Group, LLC, a previous contract purchaser of Property proposed a rezoning of the Property to planned unit development status to regulate the development of the Property, the same encapsulated under the terms of the PUD; and

**WHEREAS**, the Property is subject to that certain "Seaport Redevelopment Plan" dated February 8, 2012 as approved by Ordinance No. 2011-23 dated February 8, 2012; and

**WHEREAS**, the Property was also made subject to and received the benefits of that certain Development Agreement between the Town and the South Carolina State Ports Authority dated February 14, 2013 (the "**Original Development Agreement**" and together with the Original PUD, the "**Governing Documents**"), as amended by a First Amendment to Development Agreement between the Town and GGP date August 9, 2017 (as amended, the "**Development Agreement**"); and

**WHEREAS**, due to the unexpected delay and passage of time between the execution of the Governing Documents, and other factors developing over time, certain amendments to the Governing Documents (as noted in the recitals above) were required to allow the development of the Property in a manner deemed necessary and appropriate by GGP and the Town in 2017 (the "**2017 Market Conditions**"); and

**WHEREAS**, among other matters, the 2017 Market Conditions necessitated amendments to extend the term and modify certain dates and conditions in the Governing Documents thereby enacting the Development Agreement and the PUD; and

**WHEREAS**, SH Marinas, LLC, ("**SH**") has entered into a contract with GGP to purchase the GGP Properties, with SK LLC to purchase its property, and Progeny to purchase its property (collectively, all of these properties are the "**Affected Properties**"), and in its due diligence has determined that certain further adjustments to the PUD are necessary to effectively develop the Affected Properties to accommodate its plan for and schedule of development, taking into consideration certain changes to the 2017 Market Conditions;

**WHEREAS**, even in the absence of the sale of the Affected Properties as described in the foregoing recital, certain clarifications to the PUD are needed for the GGP Properties to be properly developed and reflect certain adjustments made by the Town and GGP by mutual agreement; and

**WHEREAS**, GGP, Progeny, SK LLC and SH are requesting the Town consider the within described amendments to the PUD; and

**WHEREAS**, the Joint Municipal Planning Commission (the "**Planning Commission**") has reviewed the PUD amendment request and made recommendation to the Town Council of Port Royal, as the governing body of the Town (the "**Town Council**") to approve such amendments; and

**WHEREAS**, the Town Council finds it in the best interest of the citizens and the Town to further amend the PUD and to amend the regulating plan incorporated with the PUD to reflect such changes.

**NOW, THEREFORE, BE IT ORDAINED**, by the Town Council of the Town of Port Royal, South Carolina, as follows:

**Section 1. Recitals.** Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct.

**Section 2. Amendments to the PUD.** In keeping with the recitals above, the requests of GGP, SK LLC and Progeny and consistent with the recommendations of the Planning Commission, the PUD shall be further amended as follows:

**A. Section 3.3 Permitted Land Uses,** is amended by revising “**Table 2.0 Permitted Land Use Matrix**” as follows:

- (i) adding as an allowable use for “*Boat Repair and Garage*” in Planning Districts PV2, and
- (ii) the “Land Use” for “*Boat Storage and Recreation vehicle storage*” is amended and restated as “*Boat Storage*”; however, except as amended or modified herein, the usages previously permitted for “*Boat Storage and Recreation vehicle storage*” shall remain the same for “*Boat Storage*”;
- (iii) adding as an allowable use for “*Boat Storage*” in Planning Districts PV1 and PV6;
- (iv) by deleting as an allowable use “*Boat Storage*” in Planning District MV; and
- (v) adding as an allowable use for “*Marina*” in Planning Districts PV2.

**B. Section 3.3.1. Drystack Facility [sic],** shall be amended and restated in its entirety, as follows:

**Section 3.3.1. Dry Stack Facility**

Notwithstanding anything in this PUD to the contrary, operations of the existing Dry Stack Facility shall cease if, by no later than August 31, 2022 or such other date as provided in the Development Agreement, the existing Dry Stack Facility has not been aesthetically improved and upgraded in a manner agreeable to the Town in conformance with the general concept plan for landscaping and architectural improvement submitted to the Town for approval attached as Exhibit “J-2” hereto (which is the same “Exhibit J-2” from the 2017 PUD amendment). A sum, in an amount not less than \$30,000 but no more than \$100,000, shall be expended by the Developer within the time limit described in the prior sentence to accomplish the required aesthetic improvements. However, nothing herein shall prohibit the Developer from spending in excess of \$100,000 if acting within the parameters of the general concept plan.

Provided further, if the use of the existing building as a Dry Stack Facility is ever abandoned, then such use shall no longer be permitted and cannot be re-established in said building. For purposes of this subsection, “abandoned” shall mean the failure to (i) complete the aesthetic improvements by the date provided above, or (ii) operate the building as a Dry Stack Facility for a period of three consecutive months or for a period of six months over a period of twelve (12) consecutive months, provided, however (and excepting the definitive deadline for completion of the aesthetic improvements under (i) above), that if such non-use is due to damage as a result of a fire, natural disaster, or other unforeseen and unpreventable accident or occurrence, reconstruction and re-establishment of this use will be allowed, provided reconstruction begins within the latter of a twelve month period after the damage is suffered, or four months after any insurance claims regarding payment for the casualty loss or settled. Neither shall this “abandonment” provision be triggered by any closure necessary to accommodate normal

maintenance or construction time.

Further, to the extent Table 2.0 of the PUD characterizes dry stack storage as "Boat Storage", said chart is amended to allow the Dry Stack Facility in the area in which it is located. Future Dry Stack Facilities shall only be allowed in the PV1 and PV2 districts. Additionally, future Dry Stack Facilities shall additionally be permitted in the PV6 district south of Sands Beach Road.

In the Port Village, any new Dry Stack Facilities shall have a height limit of not to exceed 48 ft. measured from grade.

C. **Section 3.4.A Overall Redevelopment Plan**, is amended by deleting "Upland Density" in its entirety and permitting the following modifications as follows:

Total Dwelling Units: 575 units

Total Non-Residential Land Use: There shall be no square foot limitation; site design requirements will dictate the allowable square footage on each particular site.

D. **Section 3.4.A Overall Redevelopment Plan – 1. Dwelling Units**, is amended and restated as follows:

Each PUD zoning district must contain a minimum of at least two of the following residential building types: single-family detached, single-family attached, or multi-family. In each PUD zoning district that contains residential use, except the Bluff Neighborhood, no single residential building type shall exceed 85% of the residential building types in the district.

Single Family Detached, Single Family Attached, and Multifamily 575 DU's

E. **Section 3.4 Master Development Summary – A. Overall Redevelopment Plan – 2. Non-Residential Land Uses**, is amended by the following modifications to read as follows:

Commercial, Retail, Office, Light Industrial, Hotel (Inn and/or Condo Hotel) No square footage limit; site design will restrict size

F. **Section 3.4 Master Development Summary – A. Overall Redevelopment Plan – 3. Marina**, is amended and restated as follows:

Boat Slips +/- 300 Slip Marina (with 15 slips to be provided for public use)

G. **Section 3.4 Master Development Summary – A. Overall Redevelopment Plan – 4. Parks and Open Space**, is amended and restated as follows:

London Avenue Civic Open Space

+/- 9.8 AC, however, in the event the London Avenue Park is swapped with the Owner for the PV6 property south of Sands Beach Road, this acreage may be reduced or increased to conform with the acreage of the swapped property. In such event, "Total Dedicated Civic Open Space" of +/- 10.8 acres in Sec. 3.4(A) above and "London Avenue Civic Open Space" of +/- 9.8 AC in "**E. Port Village – 2. Parks and Open Space**" below, shall be adjusted accordingly based on the revised acreage for the London Avenue Park resulting from the occurrence of any property swap.

H. **Section 3.4 Master Development Summary – A. Overall Redevelopment Plan – 5. Dwelling Unit Conversions**, is deleted and removed in its entirety.

I. **Section 3.4 Master Development Summary – B. Ribaut Neighborhood (sic)** shall be amended and retitled as "**B. Ribaut Village**" to correct a scrivener's error.

J. **Section 3.5.5 Open Space (OS) Development Standards, Subsection (d)** shall be deleted in its entirety and marked as "Reserved".

K. **Section 3.5.6 Commercial and Residential Conversions** shall be amended to delete the second to last sentence of paragraph two, such that the sentence described below shall be removed:

"Notwithstanding the foregoing, residential density is capped at a maximum of 10 units per acre averaged within the PUD and commercial density will be a minimum of 130,000 square feet within the PUD."

L. **Section 4.3.1 – Criteria for Creation of a Marina - a. General Standards - Subsection iv**, shall be amended and restated in its entirety, as follows:

If the existing Dry Stack Facility is not improved aesthetically or financial security provided within the time frame provided in Section 3.3.1, or if its use is subsequently abandoned as defined in such Section, the building will be removed.

M. **Section 5.2 Subdivision Plats, Site Plans, Architecture and Street Section Review**, is amended by adding new subsection **5.2.5 Garages in the Bluff Neighborhood**, as follows:

In the Bluff Neighborhood, on properties oriented to the water, garages and car ports

shall not be required to be located at the rear of the residence.

N. **Section 5.3.2 Bluff Neighborhood Standards**, is amended by adding new subsection “d”, as follows:

d. *Pools and Clubhouses.* Community pools and clubhouses, and structures customarily appurtenant to such uses, as anticipated development amenities, are considered private Community Recreation facilities under this PUD; to the extent constructed; such facilities shall not be considered Civic Open Space or community open space under this PUD.

O. **Section 5.3.3 Marina Village Standards**, is amended by adding a new subsection “c”, as follows:

c. *Pools and Clubhouses.* Community pools and clubhouses, and structures customarily appurtenant to such uses, as anticipated development amenities, are considered private Community Recreation facilities under this PUD; to the extent constructed; such facilities shall not be considered Civic Open Space or community open space under this PUD.

P. **5.3.4.b Port Village Standards**, is amended and restated in its entirety as follows:

A deeded waterfront public walkway/promenade shall extend from the Marina Village to the London Avenue Park and connect to the Sands beach area access boardwalk in the area as finally determined by mutual agreement of the Town and the Master Developer to accommodate safety issues arising from the path of the path in the area near the existing Dry Stack Facility and operational area, and the possible swap of the location of the London Avenue Park.

Q. **Section 6.2 Defined Terms, Subsection 55 - Master Developer**, is amended and restated to read, as follows:

**55. Master Developer.** Grey Ghost Properties, LLC, or a successor or assignee thereof that is approved in writing by the Town. Notwithstanding the foregoing, in the event that Grey Ghost Properties, LLC successfully sells all of its development interests to SH Marinas, LLC, its successors or assigns, then such transfer shall be deemed preauthorized under the terms of this amendment such that no further approval of the Town shall be required.

R. **Section 6.2 Defined Terms** is amended to add “Section 82 – Dry Stack Facility” as follows:

**82. Dry Stack Facility.** A facility for storing boats out of water. This is principally a land operation, where boats are dry stored or stacked until such time as they are transferred to the water for use.

S. A new section entitled, “**Section 5.12 Trees**” is added as follows:

**Section. 5.12 Trees:** The current version of Chapter 20 – “Trees” of the Port Royal Code of Ordinances, as most recently amended by Ordinance No. 2018-14 dated October 10, 2018, shall be applicable to all new development areas of this PUD, with the exception of

the Bluff Neighborhood, which shall remain subject to the Zoning Regulations in effect prior to this amendment to the PUD.

T. The official zoning map of the PUD is amended to change the area of the London Park from Civic Open Space to PV6 as shown on Exhibit K attached hereto.

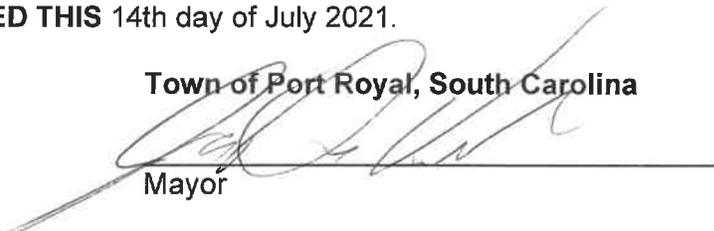
**Section 3.** This ordinance shall become effective upon enactment of this Ordinance by Town Council., unless the effective date and/or these conditions are modified by Town Council by way of a duly adopted ordinance authorizing such extension.

**Section 4.** All ordinances, resolutions or parts of any ordinances or resolutions inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

**Section 5.** If any one or more of the provisions of this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Ordinance.

**DONE, RATIFIED AND ENACTED THIS** 14th day of July 2021.

**Town of Port Royal, South Carolina**



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Mayor

Attest:



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Clerk, Town of Port Royal, South Carolina

First Reading: June 7, 2021

Second Reading: July 14, 2021

EXHIBIT K

Official Zoning Map

