

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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**AGREEMENT FOR
ENGINEERING SERVICES**

THIS AGREEMENT FOR ENGINEERING SERVICES ("*Agreement*") is made and entered into as of November 25, 2025 ("*Effective Date*"), by and between the TOWN OF BLUFFTON, a South Carolina municipal corporation ("*Town*"), BEAUFORT COUNTY, a political subdivision of the State of South Carolina ("*County*"), and VILLAGE PARK COMMUNITIES, LLC ("*Developer*"). The Town, County and Developer may be referred to individually as a "*Party*" and collectively as the "*Parties*."

RECITALS:

WHEREAS, the Town of Bluffton Town Council ("*Town Council*") initially approved the New Riverside Park Master Plan ("*Riverside MP*"), as shown in "*Exhibit A*" attached hereto and incorporated herein by reference, via majority vote on January 14, 2020, which is associated with real property located within the Town's jurisdiction. The Riverside MP shows a right-of-way connecting New Riverside Drive to property owned by the County identified as Beaufort County TMS No. R610 035 000 0593 0000; and,

WHEREAS, Town Council's approval of the Riverside MP included the condition that "*Prior to issuance of a development permit, there must be an obligation to construct Holly Hill Road as a gravel road from New Riverside Road to the entrance of New Riverside Park with an 8' multi-use trail running the entire length.*"; and,

WHEREAS, Town Council approved the Alston Park Phase 3 Master Plan ("*Alston MP*"), as shown in "*Exhibit B*" attached hereto and incorporated herein by reference, on February 11, 2025, included the following condition:

The first phase of development shall be the construction of Holly Hill Lane from New Riverside Road to the development's entrance at Benton Circle, to include connectivity to the Alston Park development to the north. Construction of the road will initially consist of a sub-base and binder course, with the topcoat to be added prior to Final Certificate of Construction Compliance; and,

WHEREAS, New Riverside, LLC c/o Crescent Resources, LLC currently owns the real property which contains the future public right-of-way for Holly Hill Lane and Anthem Drive, formerly known as Founders Way, consisting of approximately 7.5 acres, more or less, and identified as Beaufort County TMS No. R610 035 000 0022 0000, identified as Holly Hill Lane 100' R/W and Founders Way 100' R/W on the Plat recorded with the Beaufort County Register of Deeds ("*ROD*") in Plat Book 109 at Page 92 as shown in "*Exhibit C*" attached hereto and incorporated herein by reference; and,

WHEREAS, New Riverside, LLC c/o Crescent Resources, LLC and Village Park Homes, LLC entered into that certain Land Swap Agreement on March 24, 2025, which is recorded with the ROD in Book 4468 at Page 2866 pertaining to the mitigation of Village Park's encroachment into the Holly Hill Lane and Anthem Drive, formerly known as Founders Way, right-of-way resulting in the Developers conveyance of three properties identified on that certain plat recorded with the ROD in Plat Book 165 at Page 1, as shown in "*Exhibit D*" attached hereto and incorporated herein by reference, to restore the width of said right-of-ways to 100' as follows: 1) Open Space 1 consisting of

0.938 acre identified as Beaufort County TMS No. R610 035 000 1649 0000 conveyed by Limited Warranty Deed recorded with the ROD in Book 4468 at Page 2891; 2) Open Space 2 consisting of 0.521 acre identified as Beaufort County TMS No. R610 035 000 1650 0000 conveyed by Limited Warranty Deed recorded with the ROD in Book 4468 at Page 2891; 3) Open Space D consisting of 0.159 acre identified as Beaufort County TMS No. R610 035 000 1651 0000 conveyed by Quitclaim Deed recorded with the ROD in Book 4468 at Page 2888; and,

WHEREAS, the right-of-ways described above consisting of Holly Hill Lane, Anthem Drive, (formerly known as Founders Way), Open Space 1, Open Space 2, and Open Space D are collectively known hereafter as "**Holly Hill Lane**"; and,

WHEREAS, the Parties desire to work cooperatively to fulfill the requirements and obligations established in the Riverside MP and Alston MP to construct Holly Hill Lane, hereinafter collectively referred to as the "**Project**"; and,

WHEREAS, the Parties agree that the purpose of this Agreement is to formalize the agreed upon responsibilities, covenants and obligations of each Party in order to obtain the engineering services and plans necessary for the completion of the Project.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties hereto agree as follows:

- I. RECITALS INCORPORATED.** The foregoing recitals are hereby incorporated as though fully set forth herein.
- II. TERM.** The provisions of this Agreement shall come into full force and effect on the Effective Date. This Agreement shall terminate either: (i) on December 1, 2026; or (2) upon completion and receipt of the engineering plans, project costs, and fulfilment of all requirements and scope of services from the engineer consultant pursuant to the terms detailed in "**Exhibit E**", attached hereto and incorporated herein by reference, and payment is made pursuant to the terms of this Agreement; whichever occurs first. The Parties may mutually agree in writing to extend the term of this Agreement.
- III. ENGINEERING SERVICES.** The Parties agree to be equally responsible for the cost associated with obtaining the necessary engineering services for the development of plans for the Project and as detailed in Exhibit E. The total cost associated with the engineering is One Hundred Sixty-Eight Thousand Nine Hundred and 00/100 (\$168,900.00) Dollars. Each Party shall pay an amount not to exceed Fifty-Six Thousand Three Hundred and 00/100 (\$56,300.00) Dollars.
 - a. *Payment of Engineering Costs.* The County and the Town agree to submit payment in full to the Developer no later than thirty (30) days from the Effective Date. Payment shall be made to the Developer in the form of a check to the address provided for in Section IX. The Developer shall be solely responsible for remitting payment to the engineering consultant as required by the terms detailed in Exhibit E. Failure of Developer to remit payment to engineering consultant shall be deemed a default where no further notice is required and the County and Town may take any and all legal actions necessary to force payment and/or to recover the remitted funds.

IV. TERMINATION.

- a. *Termination for Convenience.* Any Party may terminate this Agreement for convenience and without cause by providing a thirty (30) day written notice to the other Parties. If engineering consultant has rendered services and incurred expenses, the terminating Party shall be responsible for its portion of compensation to the engineering consultant for those services rendered as of the date of the notice of termination and Developer shall return all remaining funds to the non-terminating Parties.
- b. *Termination for Default.* A Party shall be considered in default of its obligations under this Agreement if such party should fail to observe, comply with, or perform any term, condition or covenant contained in this Agreement or any Exhibit hereto. Following receipt of a notice of default, the defaulting party shall have a period of seven (7) calendar days to cure said default. In the event of default and failure to cure said default, the non-defaulting party may terminate this Agreement immediately upon written notice to the other parties and pursue any remedies provided by law or under this Agreement.

- V. **NOTICES.** Whenever notice is required or permitted under the terms of this Agreement, it shall be in writing and personally delivered or sent postage or delivery charges prepaid by either (a) United States mail, certified, return receipt requested, in which case notice shall be deemed given on the certified date of delivery or rejection of delivery, or (b) by any national express delivery service which provides evidence of delivery. All notices shall be addressed to the following address (or at such other address as may hereafter be substituted by notice in writing thereof):

The County: **Beaufort County**
Attn: Michael Moore, *Administrator*
100 Ribaut Road
Beaufort, SC 29902
Phone: 843.255.2000
Email: Mmoore@bcgov.net

With Copy to: **Beaufort County Attorney**
Attn: Brian Hulbert
100 Ribaut Road
Beaufort, SC 29902
Phone: 843.255.2055
Email: brian.hulbert@bcgov.net

The Town: **Town of Bluffton**
Attn: Stephen Steese, *Town Manager*
20 Bridge Street
Bluffton, SC 29910
Phone: 843-706-4500
Email: ssteese@townofbluffton.com

With Copy to: **Finger, Melnick, Brooks & LaBruce, P.A.**
Attn: Terry L. Finger, Esq.
P.O. Box 24005
Hilton Head Island, SC 29925
Phone: 843.681.7000
Email: tfinger@fingerlaw.com

To Developer: **VILLAGE PARK COMMUNITIES, LLC**
Attn: John Cardamone
~~4454 Bluffton Park Crescent, Ste. 103~~
~~Bluffton, SC 29910~~
Ph. ~~843-836-9700~~ **816-7848**
Email: jcardamone@vpcommunities.com

**16 BRAMS BUNT RD
HILTON HEAD, SC 29926 JC**

- VI. **INDEMNIFICATION.** Developer shall, at its cost and expense, protect, defend, indemnify and hold harmless the Town and County, its directors, officers, employees, and agents, from and against

any and all demands, liabilities, causes of action, costs and expenses (including attorney's fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Developer, its directors, officers, employees, or agents, relating in any way to Developer's performance under this Agreement.

VII. NON-DISCRIMINATION. The Parties certifies that in the performance of this Agreement, no Party will discriminate any person, client, or subcontractor on account of race, color, sex, age, religion, handicap, or national origin. It is the policy of the Town and County to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, the Town and County gives notice to all vendors or businesses that the Town and County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of the Town and County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts based on race, color, national origin, age, sex, disability, religion, or language. Pursuant to Title VI requirements, any entity that enters into a contract or agreement with the Town including, but not limited to vendors or businesses, may not discriminate based on race, color, national origin, age, sex, disability, religion, or language.

VIII. MISCELLANEOUS.

- a. *Relationship of the Parties.* Notwithstanding any provision hereof, for the purposes of this Agreement each Party is an independent party and nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or any other type of agency relationship. The Parties acknowledge, understand and agree that this Agreement does not create a fiduciary relationship between the Parties nor does it create any obligations unless contained in the terms of this Agreement.
- b. *Construction of Agreement.* Each Party acknowledges that it has participated in the negotiation and drafting of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto or thereto by any court by reason of such Party having or being deemed to have structured, dictated, or drafted any provision in the Agreement.
- c. *Sole Agreement, Merger, and Amendments.* This Agreement contains all of the terms and conditions agreed to between the Parties and supersedes all prior agreements, and there are no oral agreements relating to the transaction covered hereby. All other discussions, proposals, agreements or offers are merged into this Agreement. This Agreement cannot be amended, altered, changed or modified unless each such alteration, amendment, change or modification shall have been set forth in writing in its entirety and signed and delivered by each Party.
- d. *Counterparts.* This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
- e. *Good Faith.* The Parties shall act in good faith in performing and discharging their respective duties and obligations hereunder. Any provision requiring the approval of either Party shall not be unreasonably withheld. The Parties shall execute and deliver such other instruments

and documents as reasonably may be necessary to implement and effectuate the terms of this Agreement.

- f. *Waiver.* No provision, condition or covenant of this Agreement shall be waived by either Party hereto except by a written instrument delivered to the other Party and signed by the Party consenting thereto. If the Town fails to enforce any provision of this Agreement, that failure does not waive the provision or Town's right to enforce it.
- g. *Successors and Assigns.* All provisions of this Agreement shall be binding on and inure to the benefit of each Party and each Party's respective heirs, executors, legal representatives, successors, successors in title and assigns. The Parties understand and agree that Developer may neither assign nor transfer any rights or obligations under this Agreement without providing written notice to the Town and the County and obtaining written approval of the assignment from the Town and County, where the Parties agree that said approval shall not be unreasonably withheld.
- h. *Time of the Essence.* Time is of the essence of this Agreement, although a request for additional time should not be unreasonably withheld when the additional time is needed by a Party to receive the approval and authority required by either local or state law.
- i. *Captions.* The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.
- j. *Severability.* If any provision of this Agreement is held to be illegal, invalid or unenforceable, then this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
- k. *Applicable Law.* This Agreement has been made in the State of South Carolina, and shall be interpreted in accordance with South Carolina law, and any enforcement of this Agreement shall be brought in the State of South Carolina.

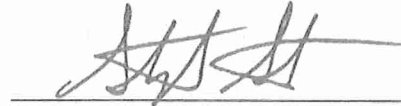
Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures hereto on the Effective Date.

Town of Bluffton:

WITNESSES:

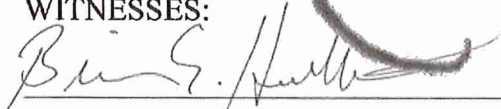


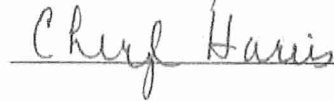


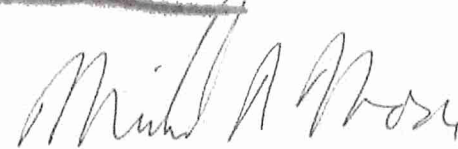
Stephen Steese
Town Manager

Beaufort County:

WITNESSES:



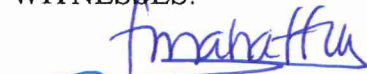


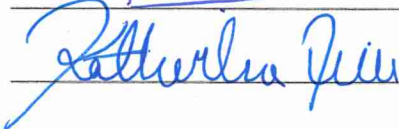


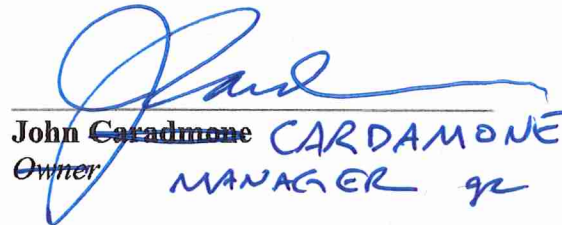
Michael Moore
County Administrator

Village Park Communities, LLC:

WITNESSES:







John Cardamone
Owner

CARDAMONE JC
MANAGER JC

EXHIBIT B

Alston Park Master Plan

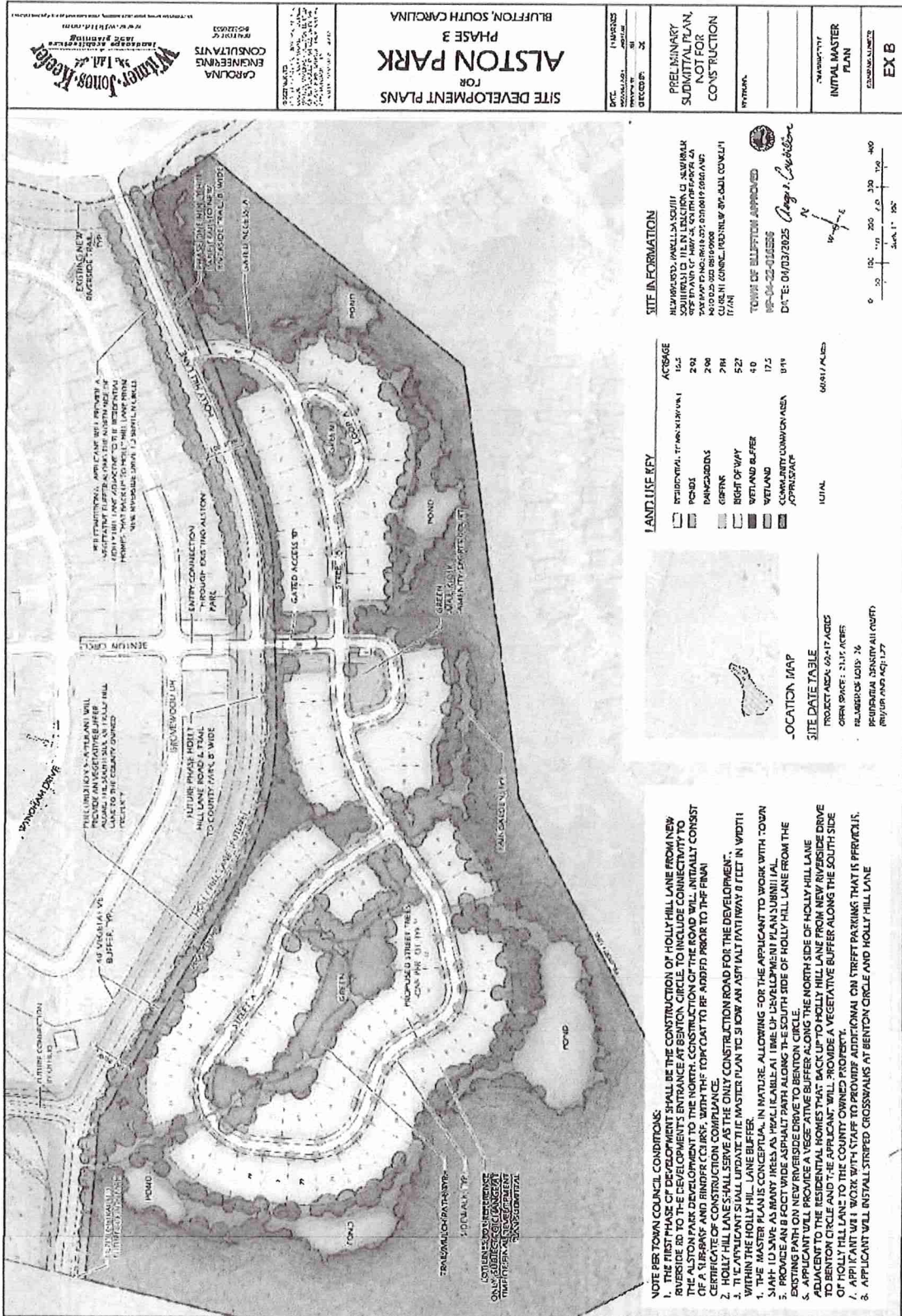


EXHIBIT D

Alston Park Survey, Holly Hill Lane

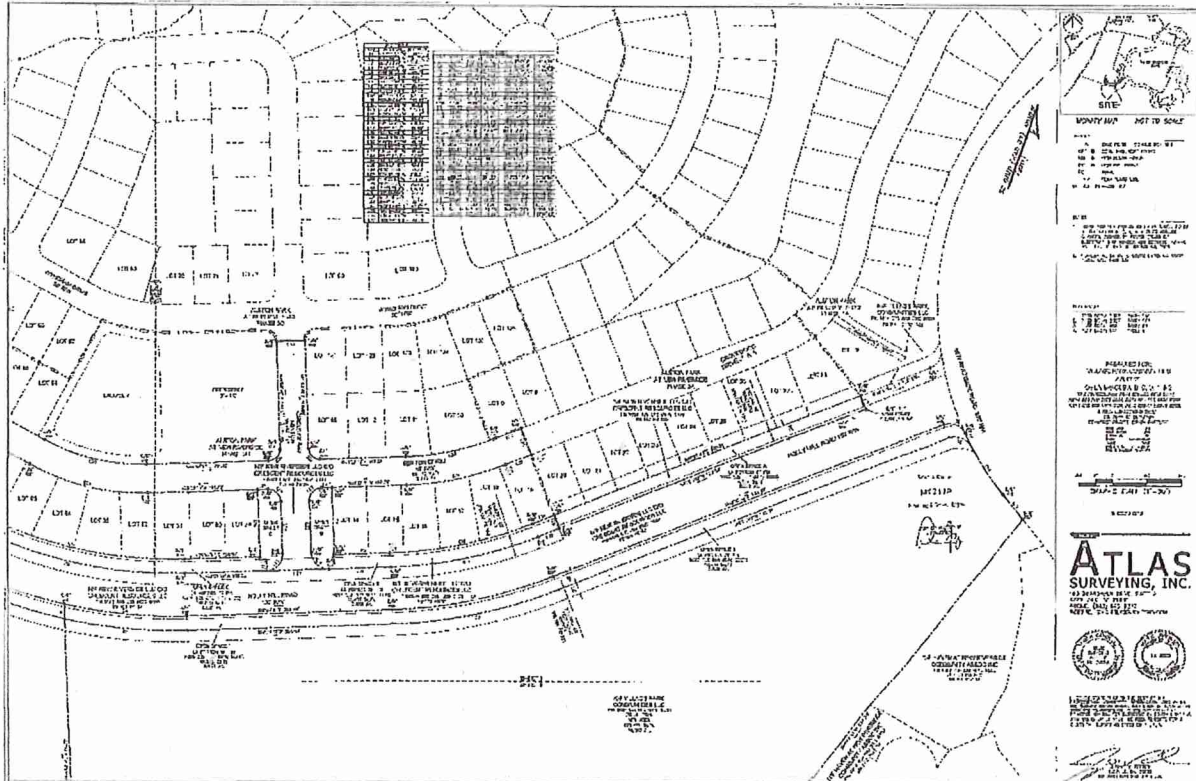
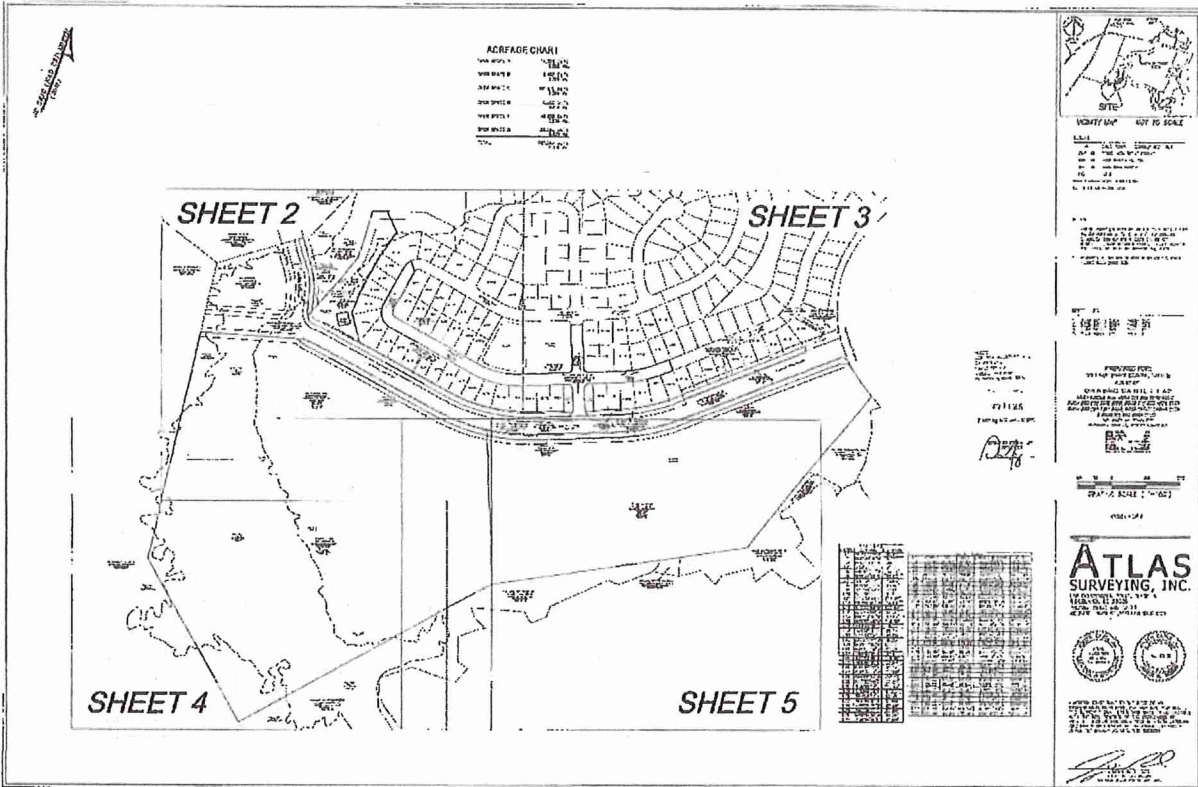


EXHIBIT D

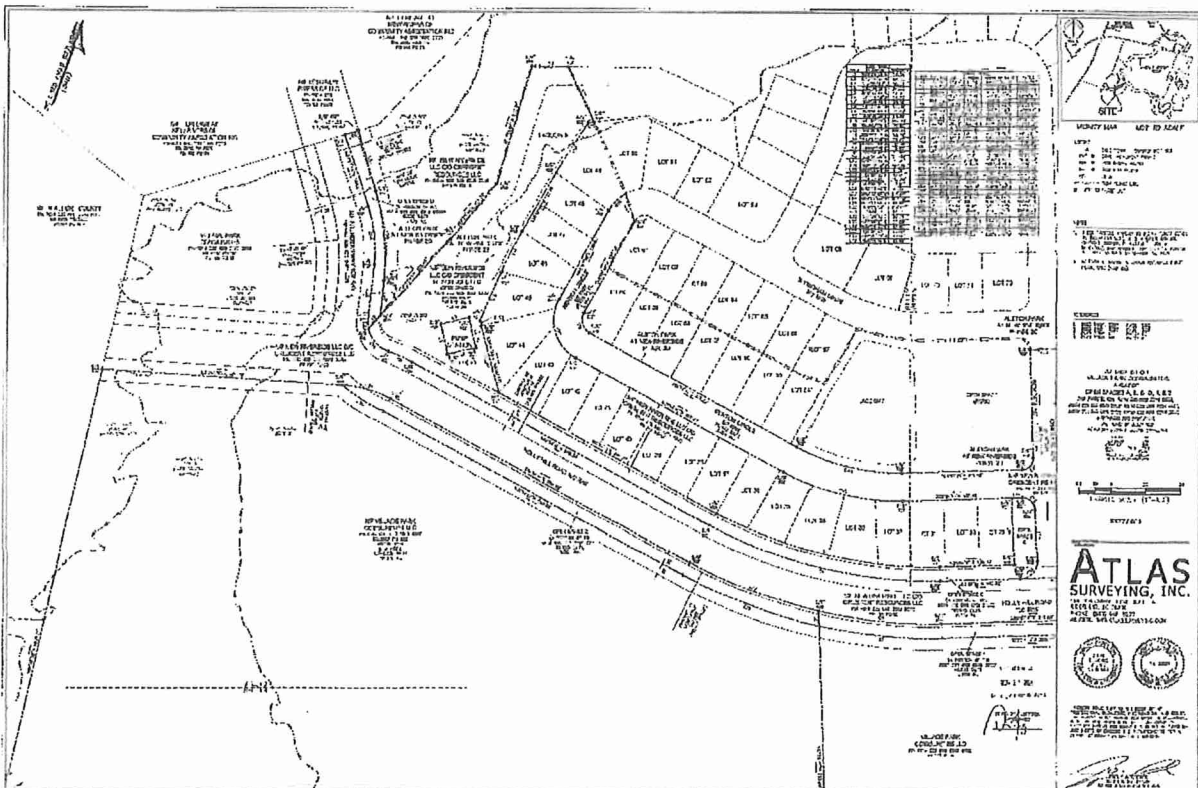
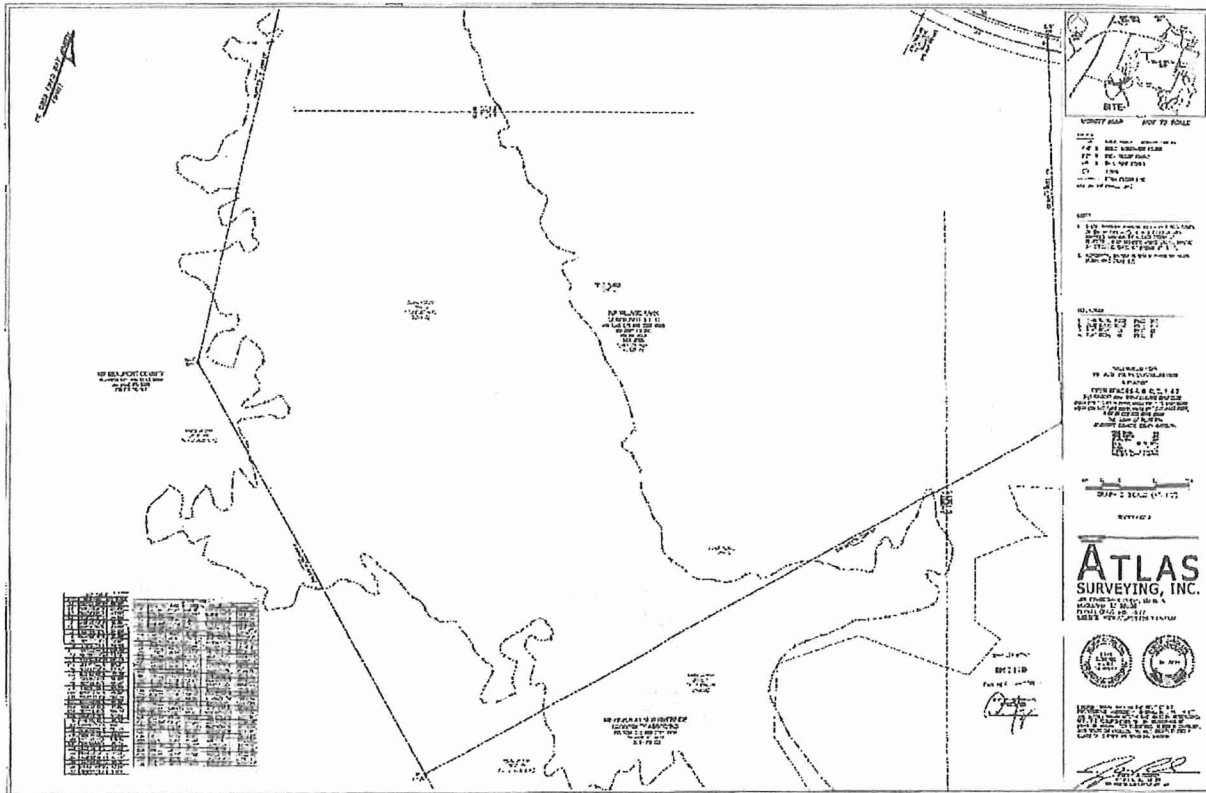
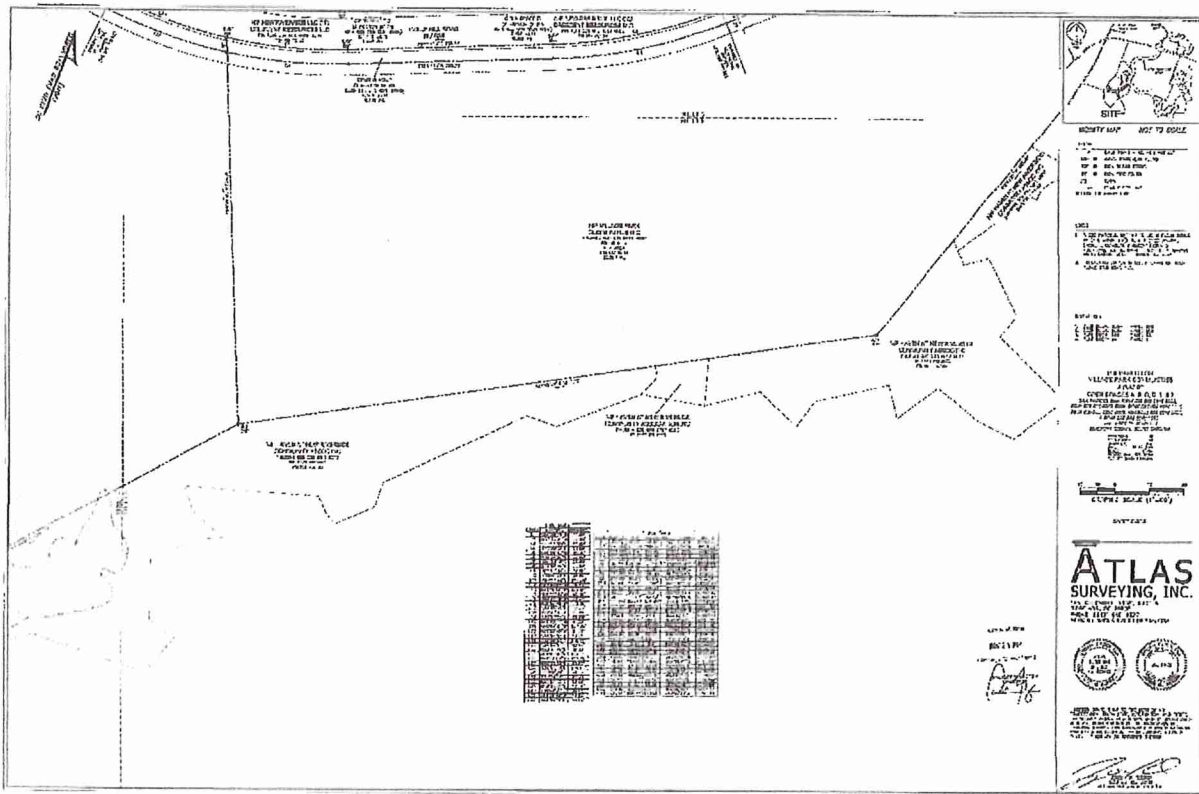


EXHIBIT D



Scale 1:1000 07/20/2017

EXHIBIT E

Letter Agreement for Professional Consulting Services

Kimley»Horn

November 5, 2025

Mr. John Cardamone
Owner
Village Park Communities, LLC.
4454 Bluffton Park Crescent Suite 103
Bluffton SC, 29910

RE: Holly Hill Lane and Anthem Drive Extension
Bluffton, South Carolina
Letter Agreement for Professional Consulting Services

Dear Mr. John,

Kimley-Horn and Associates, Inc. ("Kimley-Horn", "KHA", "Consultant") is pleased to submit this letter agreement (the "Agreement") to **Village Park Communities, LLC** (the "Client"), for professional civil engineering services related to developing a road and cart path project in Bluffton, South Carolina. The Project Understanding, Scope of Services, and Fee for this project are provided below.

PROJECT UNDERSTANDING

We understand that the Client is developing a 5,000 linear foot road in New Riverside. This includes approximately 1,300 linear feet of road from New Riverside Road to Benton Circle, approximately 3,000 linear feet of road from Benton Circle to the future Beaufort County Park property, and approximately 1,400 linear feet from Holly Hill Lane to Anthem Drive in the Heritage at New Riverside residential neighborhood. The site is positioned southwest of New Riverside Road and south of Alston Park – Phase 2. The Town of Bluffton is the Authority Having Jurisdiction (AHJ). All onsite wetlands have already been located and no changes are anticipated. It also appears that a portion of the project site is in a flood zone AE (5), and X.

It is our understanding that the property is within the Palmetto Bluff Planned Unit Development, otherwise known Mainland Tract.

ASSUMPTIONS

Kimley-Horn assumes the following about the project:

- The property is zoned to allow the intended use (PUD); therefore, changes to the zoning and/or request for variances, special exceptions, or special use permits are not included.
- The project will be built in one phase with one Site Development Permit.
- The project is not adjacent to a state right-of-way and improvements within the right-of-way are not included. As such, permitting and coordination with South Carolina Department of Transportation (SCDOT) is not included.
- Kimley-Horn understands the development is proposed to have 5,700 linear feet of road. The scope of services assumes that a single construction document set of plans for the entire development will be accepted by Town of Bluffton for review. The design of hardscape surfaces in the amenity areas are not included.
- Detention and water quality treatment of the site's runoff will be required per the local jurisdiction. Onsite stormwater routing (i.e. roof drainage, roadway drainage inlets, etc.) are provided within the Construction Documents phase of the project.
- Kimley-Horn assumes that adequate water is supplied by the existing infrastructure. No design or study of off-site improvements to water, sanitary sewer, stormwater drainage, roadways, traffic signals, or any other infrastructure improvement is known at this time and is therefore excluded. Kimley-Horn will notify the Client if such a need is discovered.
- Kimley-Horn assumes no sewer will be required for the road.
- Existing dry utilities (overhead power, telecommunications, etc.) are located adjacent to the project and Kimley-Horn assumes that the design of dry utility infrastructure will be by franchise utility provider.

EXHIBIT E

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- The project electrical engineer or power provider (both by others) will design site lighting and provide the required photometric plans.
- Kimley-Horn assumes more than 1.0 acre will be disturbed; thus, NPDES permitting and a three-phased erosion control plan is included in the scope.
- The site development is not anticipated to impact United States Army Corps of Engineers jurisdictional areas or other Environmentally Sensitive Areas.
- Civil documents will be prepared in AutoCAD Civil 3D.
- It is not expected that the proposed development will trigger the Town of Bluffton's threshold for requiring a traffic impact study. Therefore, a full traffic impact study has been excluded from this proposal. If the town decides at a later date (upon receiving more information on the project) to request one, Kimley-Horn will provide the service under a separate agreement.
- Access improvements are limited to driveway connections only. Deceleration or acceleration lanes and modifications to the existing roadway are not anticipated and thus are not included. Kimley-Horn will notify the Client if such a need is discovered and can provide this service in a future amendment.
- Signage will be designed and permitted by others
- Based on existing information, signed and sealed Tree Protection and Replacement plans will be required for the Site Development Permit. Full landscape architecture (LA) services (enhanced landscape, hardscape, streetscape, etc. and irrigation design services are not included in this proposal. Client will provide a signed and sealed tree protection plan.
- Full Landscape Architecture (LA) services including amenity/hardscape design are not included in this proposal.
- Effort resulting from changes to the development scope or site plan after commencement of work may require additional services unless such changes arise out of or result from the errors or omissions of Kimley-Horn or of anyone for whom Kimley-Horn is legally responsible.
- The construction documents will be privately bid by the Owner; therefore, administration of bidding is not included such as quantities lists, bid numbers, and bid administration.
- Kimley-Horn has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and professional opinions as to the probability and timeframe for approvals are made solely on the basis of professional experience and available data. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client.
- Additional tasks or additional effort may be necessary to complete the project based on Jurisdictional or Client requirements. Specifically, as it relates to permitting tasks, budgets are given based on the task description and recent experience. Due to the unpredictable nature of the review process, additional budget may be required. Kimley-Horn will notify the Client if required.
- Our plans show a drainage system to within five feet of the building and does not include underslab drainage or dewatering. Kimley-Horn is to be notified directly if changes are made regarding drainage during design or construction phases. Connecting all building downspouts and drainage systems along with planter drainage directly to the civil drainage system is good practice to reduce the likelihood of water being introduced into the subgrade and surface ponding.
- The permitting process may result in revisions to the construction documents to address review comments. Therefore, construction pricing and scheduling prior to permit approval may also require revisions.
- Kimley-Horn is to be notified directly if changes are made regarding drainage during design or construction phases. Connecting all building downspouts and drainage systems along with planter drainage directly to the civil drainage system is good practice to reduce the likelihood of water being introduced into the subgrade and surface ponding.
- The Client will provide PDFs and AutoCAD files of the previous survey of the site as well as the concept design plans. Reliance on these documents shall be without risk to Kimley-Horn.
- Kimley-Horn shall be permitted to make such corrections or interpretations as may be necessary for the fulfillment of the intent of the Contract Documents. The Owner shall not allow the Contractor to take advantage of any apparent errors, omissions or discrepancies in the drawings or specifications. In case of any errors, omissions or discrepancies in the drawings or specifications, the Owner shall direct the Contractor to promptly submit the matter to the Owner before the improvements are built. The Owner shall promptly make a determination and issue the necessary instructions to the Contractor in writing. Any adjustment by the Contractor without this determination and instructions shall be at the Contractor's own risk and expense.

kimley-horn.com 25 Bull Street, Suite 400, Savannah, GA 31401

912.231.4384



- Kimley-Horn will not be responsible for any construction inspections, special testing, or certifications during or after completion of the project. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

PHASE 1: PRE-DESIGN

The following tasks will be performed during the pre-design phase of the project:

TASK 1 – ENGINEERED SITE PLAN

The Consultant will use the approved Conceptual Master Plan (prepared by the Client) and use that as the basis for preparing the Engineered Site Plan in AutoCAD. The Consultant will make the plan dimensionally accurate, parallel, and perpendicular, and suitable for use to prepare the site permit and construction documents. The Consultant will address one (1) round of reasonable Client comments as part of this task. Additional revisions can be provided as an additional service at our current hourly rates.

PHASE 2: FINAL DESIGN

The following tasks will be performed during the final design phase of the project:

TASK 2 – SITE-CIVIL CONSTRUCTION DRAWINGS

The Consultant assumes the approved Engineered Site Plan documents, further developed in the Engineered Site Plan, will serve as the basis for the preparation of the Construction Documents. These documents will then be submitted to review authorities and for incorporation into the Client's package for bid and construction after permit approval. Should revisions to the layout of the approved Engineered Site Plan be required, it can be provided under a separate agreement. At the time of this agreement, the scope and nature of the offsite roadway improvements is unknown. As such, it has been excluded from this letter agreement and once the full scope is determined, an amendment can be created to identify the necessary scope (if necessary). The Construction Documents prepared under this scope of services shall consist of the following:

- Cover Sheet – Showing sheet index, project location map, and contact information.
- Demolition Plan – This plan will identify existing physical features such as pavement, storm pipes, and utilities that must be removed prior to beginning any construction activities. Tree removal will be handled by the Landscape Architect and shown on the civil demolition plan for coordination purposes only.
- Site Plan – This plan will define proposed improvements including driveways, parking lots, sidewalks, site elements, and roadways. Staking information and dimensions will be provided to assist the contractor in site layout of the proposed improvements. The plan will also indicate known or planned easements as well as any required buffers and setbacks.
- Grading and Drainage Plan – This plan will show proposed finished floor elevations, spot elevations, and proposed contour lines interpolated between spot elevations for the site. The civil plans will direct the contractor to the Geotechnical Report provided by the Client for pavement recommendations. All storm pipes and material shall be sized and specified in accordance with local requirements. No offsite utility design or extension to the site is included in the basic services. No modifications to the existing stormwater management ponds or outlet control structures are proposed.
- Stormwater Management Plan – This plan will show proposed stormwater management facilities and infrastructure necessary to comply with the South Carolina Department of Health and Environmental Control (SCDHEC) and Town's stormwater ordinance. Typically, this entails outlet control structure details, stormwater pond cross sections, and necessary notes.
- Utility Plans – This plan will identify on-site domestic water, fire water, and sanitary sewer services required for the project. Franchise utilities can be shown if provided in a timely manner for coordination only. This base scope of services does not include lift station design (see separate task below), additional analysis for limited utility capacity, extensive offsite utility design, or extensions to the site.

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- **Erosion and Sediment Control Plans** – A three-phase erosion and sediment control plans will be prepared as required by the AHJ and SCDHEC. The location and identification of specific erosion and sediment control measures will be delineated on a plan that will include proposed grading and drainage improvements. These measures will generally reflect guidelines established in the Georgia BMP Handbook and are for the Contractor's guidance. Additional measures may be required during various phases of construction.
- **Pipe Profiles** – Storm, water, and sanitary sewer profiles will be developed in accordance with current published jurisdictional requirements. It is assumed that water profiles will not be required.
- **Construction Details** – Typical construction details for proposed site civil engineering improvements will be included. Typically, these details will correspond with the AHJ, DOT, and standard details. Pavement sections will be designed by the project's geotechnical engineer.
- **Coordination with Consultants** – Kimley-Horn will coordinate with the Client's surveyor, geotechnical engineer, landscape architect, and environmental consultants as necessary. Kimley-Horn will participate in up to two (2) conference calls with these consultants.
- **Revisions** – Kimley-Horn will provide a draft of the plans to the Client for review. Kimley-Horn will address one (1) round of reasonable Client comments as part of this task. Additional revisions can be provided as an additional service at our current hourly rates.

TASK 3 – WATER ANALYSIS

The Consultant will provide the services specifically set forth below:

- Summarize the flow test data used to create model.
- Determine site-specific fire flow requirements, in accordance with local and state codes.
- Perform average and peak domestic demand calculations.
- Coordinate with utility owner to determine the nearest elevated water storage tank overflow elevation, tank level at time of hydrant flow test, and existing water system pressure zones (if necessary).
- Examine existing water infrastructure using information provided by the utility Owner, as well as performed flow and pressure tests, topographic contours, and survey data.
- Perform hydraulic calculations/build and calibrate a Bentley WaterCAD V8i water model (with an iterative Hazen-Williams method) to determine the available fire flow while maintaining minimum pressure in the local water system.
- Create site vicinity, hydrant vicinity, and site model maps.
- Publish pipe, junction, and node result tables and a fire flow summary table.
- Summarize the findings of the analysis in a technical memorandum, including a determination of whether the system demonstrates the ability to provide adequate fire and domestic flows.
- Address (1) round of comments from review agency.

This task does not include design improvements to the water infrastructure if capacity is found not to be adequate.

TASK 4 - STORMWATER QUALITY/QUANTITY SCM DESIGN

In accordance with the Town of Bluffton stormwater rules and regulations, Kimley-Horn will design the stormwater system and stormwater control measures (SCM) for the Project. The following design information will be considered as part of this design process:

- Establish overall drainage area and soil characteristics to develop runoff calculations.
- Size outlet structure and storm pipe network using hydraulic software to determine pipe configuration.
- Review available site area and surface hydraulics to determine suitable location for SCM systems and adjust pipe layout as necessary to work within site constraints.
- Provide calculations and design details for use by review agencies (Town) and contractor.

Based on existing topography and water features on site, we anticipate that two (2) SCMs will be required.

TASK 5 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

The Consultant understands that the project will have greater than one acre of disturbed area or more than 0.5 acre of disturbed area within 0.5 miles of a Coastal Receiving Water and National Pollutant Discharge Elimination System (NPDES) permitting will require a SWPPP to be prepared. The Consultant will prepare

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a Comprehensive SWPPP in accordance with SCDHEC guidelines. The Consultant will also provide information and technical assistance for completion of a Notice of Intent (NOI) application. Site inspections and monitoring are not included and are assumed to be provided by the Client's project Contractor as part of their contract with the owner.

Permitting Disclaimer: Kimley-Horn has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and professional opinions as to the probability and timeframe for approvals are made solely on the basis of professional experience and available data. Furthermore, Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client. Kimley-Horn is not responsible for extending time limited entitlements or permits. Kimley-Horn can provide services to file for extensions, if applicable, provided the Client issues a direct written request for each requested entitlement, prior to the dates of expiration.

TASK 6 - CIVIL PERMITTING ASSISTANCE

The site-civil construction plans and supporting documentation previously prepared will be submitted to the AHJ for their review towards obtaining a Land Development Permit. For the basic scope of services, it is assumed that the plans will be submitted and coordinated for staff level review with the AHJ for planning, zoning, public works, and water/sewer review. For this project, it assumed that the Town of Bluffton is the AHJ. Additional agency reviews, including Beaufort Jasper Water & Sewer Authority (BJWSA) water and sewer reviews, South Carolina Department of Health and Environmental Control (SCDHEC). All fees associated with obtaining a permit (impact, permit, inspection, etc.) are the responsibility of the Client.

The budget for this task consists of the following activities:

- Coordination with the Client for required paperwork
- Submittal for permit to the review agencies listed above
- Coordination with review agency staff to review comments including up to three (3) local meetings
- Response to up to two (2) rounds of comments

Once the technical review is complete, the Client is responsible for providing any paperwork that may be required such as maintenance bonds, indemnity agreements, etc. to the AHJ to obtain the land development permit. The permitted sets of plans will become the Civil documents issued for construction.

TASK 7 -- MEETINGS AND COORDINATION

The Consultant will prepare for and attend meetings with the project design team, Town of Bluffton and Beaufort Jasper Water & Sewer Authority staff, and other stakeholders, to the extent requested by the Client and budgeted for in this agreement. These meetings can include a project kick-off meeting, weekly design review meetings and progress meetings. For budgeting purposes, we have assumed up to eight (8) one-hour meetings and/or conference calls with up to two (2) Kimley-Horn professionals within this task. If additional effort is required, these can be provided at our then current hourly rates.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope by Client request, will be considered additional services and will be performed at our current hourly rates.

Services Not Included

The following list of activities not included is provided for clarity as well as anything not described in the scope of work. Most can be provided upon request as additional services.

- FEMA CLOMR/LOMR preparation and coordination
- Any Changes in the Design Due to Retro-Actively Applied City Regulations
- Project surveying including ALTA, platting, or construction field staking
- Revisions to the existing Traffic Impact Analysis
 - Geotechnical Report, Soils Testing or Materials Testing
 - Off-Site Utility or Infrastructure Design (other than noted in scope of services above)
 - Off-Site Conceptual Roadway Exhibits or Roadway Design

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- Opinions of Probable Construction Cost (OPCC)
- Retaining Wall, Structural, or Slope Stability Design
- Rendering / 3D Models
- Design of amenity/open space areas
- Entrance signage graphics, wayfinding & directional signage
- LEED Accreditation Effort (or similar)
- Design/Relocation of Existing Water, Sanitary Sewer, Storm Water, Gas, Electric, Telephone, Cable TV Service, or other Utility (other than noted in the Scope of Services above)
- Revision to Plans to Reduce Cost after Bidding
- Landscape / accent lighting design
- Offsite Water Demand or Sanitary Sewer Analysis / Reports
- USACE Jurisdictional Determination, Permitting, etc.
- Stream modeling / floodplain analysis
- Any services beyond those specifically included in the Scope of Services referenced above

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including, but not limited to:

- Any existing reports, surveys, design plans, as-builts, etc. of the subject site
- Payment of any review, permit, impact, inspection, or tap fees as may be required
- Geotechnical investigation report with paving sections, utility trenching, and other soils information as may be required for the project.
- Safe and secure access to the project site
- Offsite easements and neighboring property consent, if required.

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FEE AND BILLING

The Consultant will perform the Scope of Services above for the compensation included in the table below. Tasks 1 through 5 will be performed on a total lump sum basis. Tasks 6 through 7 will be performed labor fee plus expense basis (hourly). Labor fee will be billed on an hourly basis according to our then current rates.

Individual task amounts are informational only.

PHASE 1: PRE-DESIGN			
Task	Description	Type	Amount
1	Engineered Site Plan	Lump Sum	\$2,500
PHASE 1 SUBTOTAL			\$2,500

PHASE 2: FINAL DESIGN AND PERMITTING			
Task	Description	Type	Amount
2	Site Construction Drawings	Lump Sum	\$102,800
2A	Holly Hill Ln (from New River side to Benton Circle)		\$31,800
2B	Holly Hill Ln Extension to County Park Property		\$48,000
2C	Anthem Drive Extension to Holly Hill Ln		\$23,000
3	Water Analysis	Lump Sum	\$2,500
4	Stormwater Quality/Quantity SCM Design	Lump Sum	\$14,100
5	Erosion Control & NPDES Permitting	Lump Sum	\$8,000
6	Civil Permitting Assistance	Hourly	\$29,500
7	Meetings and Coordination	Hourly	\$9,500
PHASE 2 SUBTOTAL			\$166,400
TOTAL			\$168,900
OWNER TOTAL			\$56,300
TOWN OF BLUFFTON TOTAL			\$56,300
BAUFORT COUNTY TOTAL			\$56,300

Reimbursable expenses:

\$9,500

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Hourly fee estimates are based on the current information and are for general budgeting purposes; actual fees may be less or more than the estimates. For all hourly tasks, a percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. All permitting, application, and similar project fees will be paid directly by the Client. Any minimal fees Client elects to have Kimley-Horn pay for convenience will be billed at 1.15 times cost.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

kimley-horn.com

25 Bull Street, Suite 400, Savannah, GA 31401

912.231.4384

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CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to **Village Park Communities, LLC**.

The Consultant, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

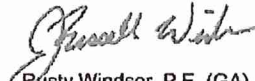
____ Please copy _____

If you would like for us to proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter. We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.


Jamie Gwallney, P.E. (GA, NC)
Vice President


Rusty Windsor, P.E. (GA)
Associate

Attachment: Standard Provisions

Agreed to this _____ day of _____, 2025

Village Park Communities, LLC

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____

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KIMLEY-HORN AND ASSOCIATES, INC. STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

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- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khls-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or

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omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market

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conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.