

11
15 PB
Howell Gibson

Attachment 10

BEAUFORT COUNTY SC - ROD
BK 4423 Pgs 1991-2001
2025017744 RED
04/17/2025 04:43:23 PM
REC'D BY pbaxley RCPT# 1202614
RECORDING FEES \$15.00

ADD DMP Record 5/7/2025 03:24:53 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R610	030	000	0712	0000	00

(Please do not write above this line - Reserved for Register of Deeds Office)

Prepared by: Howell Gibson and Hughes PA
Post Office Box 40
Beaufort, SC 29901-0040

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

LIMITED WARRANTY DEED

WHEREAS, Beaufort County, a political subdivision of the State of South Carolina ("**Grantor**") recognizes that the unavailability of affordable housing is a serious public health and safety concern throughout the County, which places stress on families and communities at large from the lack of diversity in neighborhoods, the separation of the workforce from workplaces, the imbalance in educational opportunities and community amenities, the adverse impacts on child development, and the higher incidence of violent crime; and

WHEREAS, Beaufort Memorial Hospital ("**Grantee**") has a goal to provide workforce and affordable housing for both healthcare employees and the public, and to provide additional medical services throughout the County; and

WHEREAS, the Town of Bluffton (the "**Town**") has expressed a desire to support the goal of establishing affordable housing in the Town as documented by a resolution of Bluffton Town Council dated January 14th, 2025 and attached hereto as **EXHIBIT "A"** and incorporated herein by this reference; and

WHEREAS, Grantor has identified two parcels of real property, owned by Grantor, located in the Town, said parcels collectively consisting of approximately 10.1 acres bearing TMS No. R610 030 000 0712 0000, and with addresses of 333 and 335 Buckwalter Parkway; collectively hereinafter referred to as the "**Property**" and more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference. The Property is conveniently located near grocery options, retail shopping, medical services, and multiple employment opportunities, and public transportation, which will further promote Grantor's goal of providing citizens with much needed affordable housing and improved access to healthcare; and

WHEREAS, Grantor desires to support Grantee's and the Town's goals by conveying the Property to Grantee for One and 00/100 (\$1.00) Dollar for the purpose of developing affordable housing and medical facilities to increase access to healthcare and affordable housing in Beaufort County; and

Reviewed by Beaufort County


Legal Department

60750287 v2

WHEREAS, Grantor desires to: (i) ensure that the conveyance of the Property is contingent on the Town approving and issuing of the necessary approvals and the residential dwelling units for the development of affordable housing and a maximum 6,000 SF medical facility on the Property; (ii) ensure that the residential housing constructed on the Property is dedicated to affordable housing through the use of restrictive land use covenants more particularly described in **EXHIBIT "C"** attached hereto and incorporated herein by this reference; (iii) ensure that development of the Property commences (being at a minimum evidenced by the submission of a land development plan application) within three (3) years of the conveyance of the Property by this instrument; (iv) ensure the use of the Property shall be restricted affordable multifamily residential housing and 6,000 SF of medical facilities for a period of thirty (30) years from the date of this instrument; and 6) ensure that if at any time during the thirty (30) year period the Property ceases to be used for the above-described affordable housing and medical facilities, the Grantor shall have the option to (a) repurchase the Property for an amount equal to the fair market value of the improvements to the Property or (b) terminating the covenants and restrictions burdening the Property as described in **Exhibit "C"** in exchange for an amount equal to the fair market value of the Property at that time less the fair market value of the improvements thereon.

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to convey the Property to Grantee pursuant to the terms and conditions described herein.

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, that Grantor, **BEAUFORT COUNTY**, a political subdivision of the State of South Carolina, with an address of P.O. Box 1228, Beaufort, SC 29901, for and in consideration of the sum of One and No/100 Dollars (\$1.00), the receipt and sufficiency of which is hereby acknowledged, paid to it in hand and before the sealing of these presents by Grantee, **BEAUFORT MEMORIAL HOSPITAL**, with an address of 955 Ribaut Road, Beaufort, SC 29902, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, subject to any exception reservation and condition of record and as set forth in **Exhibit "C"** hereto, does hereby remise, release unto the said Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real estate (the "**Premises**") described as follows:

SEE EXHIBIT "B" ATTACHED

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns forever, the Premises and the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor, if any.

And the said Grantor does hereby bind itself, and its successors and assigns to warrant and forever defend all and singular the said premises unto the said Beaufort Memorial Hospital, hereinabove provided against it and its successors and assigns, and any person, persons or entities whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be executed under seal this _____ day of April, 2025.

WITNESSES:

Dylan Kidd
Print Name:

T. Bender
Print Name:

GRANTOR

Michael R. Moore
Michael R. Moore
Beaufort County Administrator

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, a Notary Public for South Carolina, do hereby certify that Michael R. Moore, duly authorized representative and Administrator of Beaufort County, South Carolina, and as directed by Beaufort County Council by Ordinance 2025/08, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. I further certify that the witnesses hereto are not parties to nor beneficiaries of this transaction.

Witness my hand and official seal this the 17th day of April, 2025.

Bernadette A. Hill
Notary Public for South Carolina
My Commission Expires: 03/08/2029

EXHIBIT A

TOWN OF BLUFFTON TOWN COUNCIL RESOLUTION

ATTACHMENT 1

RESOLUTION

TOWN OF BLUFFTON, SOUTH CAROLINA

A RESOLUTION OF SUPPORT FOR BEAUFORT MEMORIAL HOSPITAL'S ("BMH") 120 RESIDENTIAL DWELLING UNIT AFFORDABLE HOUSING AND MEDICAL FACILITY PROJECT AT 335 BUCKWALTER PARKWAY AND ACQUISITION OF NECESSARY RESIDENTIAL DEVELOPMENT RIGHTS

WHEREAS, the Town of Bluffton ("Town") recognizes the need for additional affordable housing within the Bluffton area; and

WHEREAS, throughout Beaufort County and, in particular, southern Beaufort County, a shortage of affordable housing remains a pressing issue for local businesses, residents, and governmental organizations. Both the Town and BMH suffer due to the difficulties caused by a lack of reasonable housing options in attracting and retaining well-trained and highly qualified employees; and

WHEREAS, the Town of Bluffton Comprehensive Plan ("Blueprint Bluffton") adopted by Town Council on November 8, 2022, as amended, identifies affordable housing as an Objective for the Town's focus per Section H1.4 Foster relationships with non-profit groups and developers to assist in the development, construction, and/ or purchase of affordable housing units; and Section H2.4 Incentivize private sector partners to develop diverse housing options within existing development agreements; and

WHEREAS, Beaufort County purchased certain property located at 335 Buckwalter Parkway consisting of 10.09 acres, bearing Beaufort County Tax Map No. R610 030 000 0712 0000 ("Property"), which is within the Buckwalter Development Agreement and Concept Plan, for the purpose of affordable housing; and

WHEREAS, in addition to the Property, the County received an Assignment of Development Rights and Obligations Under Development Agreement for 10.09 acres of general commercial development rights; and

WHEREAS, Beaufort County and Beaufort Memorial Hospital ("BMH") are currently in the process of finalizing an agreement for BMH's acquisition of the property for the construction of a 120 RDU multi-family development providing affordable housing as well as up to 6,000 square feet of medical facilities ("Project"); and

WHEREAS, in order to construct the 120 multi-family unit portion of the Project, BMH must acquire 120 residential development rights; and

WHEREAS, BMH has submitted a request to the Town to acquire 60 RDUs owned by the Town which are associated with Buckwalter from the Development Rights Bank via approval of a Transfer of Development Rights Ordinance and conveyance of the 60 RDUs via a purchase and sale agreement approved by Ordinance; and

WHEREAS, BMH also intends to request a 100% density bonus of 60 RDUs as 100% of the RDUs will be designated for affordable housing via an amendment to the Buckwalter Development Agreement and Concept Plan to add the 60 RDUs to the total RDUs allowed within Buckwalter as well as incorporate additional terms as deemed necessary; and

WHEREAS, the Buckwalter Development Agreement allows density bonuses pursuant to Section XIII.3 of the Buckwalter Development Agreement as an incentive for affordable housing as follows: *"Affordable Housing. Owner and the Town recognize the increasing need for affordable housing in the Bluffton area. Owner will encourage and use best efforts to promote affordable housing within Buckwalter Tract and in consideration therefore, the Town will define affordable housing and develop reasonable incentives to encourage the development of affordable housing within Bluffton. Reasonable incentives may include but not be limited to the elimination of Development Fees on affordable housing, and density increases within any given tract to allow developers to offset any negative economic impacts as a result of the development of affordable homes. Owner will consult with Town regarding incentives to encourage and promote affordable housing which would include but not be limited to price discounts, and land and density adjustments."*

WHEREAS, as the Buckwalter Development Agreement does not provide guidance on the approval of density bonuses, the Unified Development Ordinance, Section 6.5.4.C identifies the incentive ranges for a qualified project which allows a 100% density bonus to projects providing 100% affordable housing, amounting to 60 RDUs for the Project, as follows:

Table 6.5.4: Density Bonus Incentive	
Percentage of Workforce/Affordable Housing Units	Density Bonus
Minimum 25%	25%
26-50%	50%
51-75%	75%
76+%	100%

; and

WHEREAS, the Town of Bluffton Town Council desires to support the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA AS FOLLOWS:


Town Council will support the Project and Beaufort Memorial Hospital's acquisition of 120 RDUs subject to the following conditions:

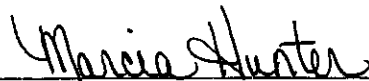
1. The 60 RDUs (60 RDUs plus 60 density bonus RDUs for a total of 120 RDUs) will be held in the Town of Bluffton's Development Rights Bank until such time as their release and assignment from the Town to BMH as necessary to construct affordable housing up to 80% of the current Area Median Income ("AMI").
2. The release of RDUs will occur at time of Building Permit Application for each Multi-Family Structure in the Amount equal to the number of units in said Structure. The RDUs will be transferred by Assignment of Rights and Obligations Under Development Agreement which shall be recorded with the Beaufort County Register of Deeds.

3. Affordable Housing Covenants shall be drafted and upon review and approval by the Town, will be recorded with the Beaufort County Register of Deeds and any future revisions will require approval by the Town Manager.
4. Use of the 120 RDUs, once assigned to BMH, shall be limited to the 10.09 acre property located at 335 Buckwalter Parkway and may not be transferred or utilized anywhere else within Buckwalter or the Town.
5. BMH shall transfer to the Town via an Assignment of Rights and Obligations Under Development Agreement recorded with the Beaufort County Register of Deeds, the residual general commercial development rights after it is determined how many of their 10.09 acre holdings are necessary for the medical facilities on the Property

DONE AND ACCEPTED the 14th day of January, 2025.

A public meeting was held on this Resolution on the 14th day of January, 2025.


Larry C. Toomer, Mayor
Town of Bluffton, South Carolina


Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

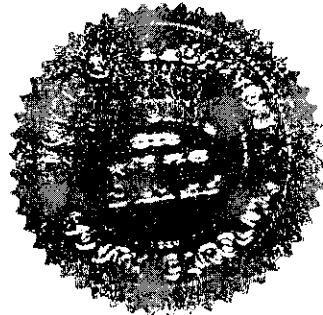


EXHIBIT B

PROPERTY DESCRIPTION

ALL that certain piece, parcel and tract of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, said parcel generally known and described as Parcel C6-B, the said parcel containing a total of 10.09 acres, said Parcel C6-B more specifically shown and described on a boundary survey (the "Plat") thereof entitled "A ALTA/ACSM LAND TITLE SURVEY OF PARCEL C6-B BUCKWALTER PARKWAY", said Plat dated January 14, 2003, as prepared by T-Square Group, Inc., and certified by Forrest Baughman SCRLS #4922, with said Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 91 at Page 147. For a more specific reference to Parcel C6-B by metes and bounds, reference is herewith made to the plat of record.

TMS No. R610 030 000 0712 0000

SAID PROPERTY is conveyed subject to all applicable covenants, conditions, restrictions, development agreements, planned unit development terms, easements, or other instruments and documents filed of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

SAID PROPERTY is further conveyed subject to the conditions as set forth in Exhibit "C" to this instrument.

This being the same property conveyed to Grantor herein by Deed from St. Andrew By-The-Sea United Methodist Church, Inc. dated May 8, 2024, and recorded on May 16, 2024 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 4334 at Page 3382.

This deed was prepared by the Law Firm of Howell, Gibson & Hughes, P.A., with an address of P.O. Box 40, Beaufort, SC 29901 without a current survey or title certifications.

Once recorded, please return to: Howell, Gibson & Hughes, P.A. with an address of P.O. Box 40, Beaufort, SC 29901.

EXHIBIT C

COVENANTS, CONDITIONS AND RESTRICTIONS

The Property described in **Exhibit "A"** shall be owned, conveyed and used subject to all of the covenants, conditions and restrictions described in this Exhibit "C" and the recitals to this instrument which are incorporated herein by this reference all of which shall run with the title to the Property. These covenants, conditions and restrictions shall be binding upon all Persons having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns:

1. That a portion of the Property may be used for the construction of medical facilities up to a maximum of six thousand square feet (6,000 SF);
2. That the Property shall be used for the construction of the maximum amount of affordable multifamily residential housing that may be permitted on the Property;
3. That development of the Property commences (being at a minimum evidenced by the submission of a land development plan application) within three (3) years from the date of this instrument;
4. That the restriction that the Property shall be utilized solely for medical facilities up to a maximum of six thousand square feet (6,000 SF) and affordable multifamily residential housing for a period of at least thirty (30) years from the date of this instrument; and
5. That if, at any time during the thirty (30) year period the subject property ceases to be used for the above-described medical facilities up to a maximum of six thousand square feet (6,000 SF) and affordable multifamily residential housing, the Grantor shall have the option to: (a) purchasing the Property from the Property's owner for an amount equal to the fair market value of the improvements to the Property or (b) terminating these covenants, conditions and restrictions for an amount equal to the fair market value of the Property at that time less the fair market value of the improvements thereon.

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

AFFIDAVIT


PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is known as:
3. Check one of the following: The deed is
 - (a)_____subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b)_____subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c)X_____exempt from the deed recording fee because (see Information section of affidavit): 12-24-40 (sub-sections 1 & 2).
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
 - (a)_____The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (b)_____The fee is computed on the fair market value of the realty which is _____
 - (c)_____The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes___ or No___ to the following: A lien or encumbrance existed on The land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes,"
6. The deed recording fee is computed as follows:
 - (a)Place the amount listed in item 4 above here: _____

(b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)

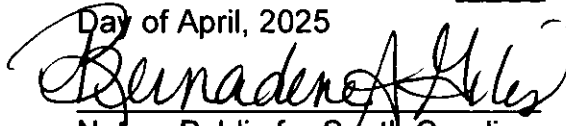
(c) Subtract Line 6 (b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____
8. As required by **Code Section 12-24-70**, I state that I am a responsible Person who was connected with the transaction as: attorney for Beaufort County.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Thomas A. Bendle, Jr.
Attorney for Beaufort County

SWORN to before me this 10th
Day of April, 2025



Notary Public for South Carolina
My Commission Expires: 03/08/2029