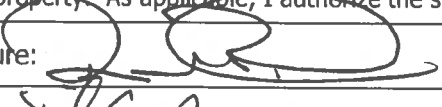
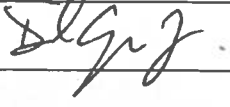




**TOWN OF BLUFFTON
DEVELOPMENT AGREEMENT APPLICATION**

Growth Management Customer Service Center
20 Bridge Street
Bluffton, SC 29910
(843)706-4500
www.townofbluffton.sc.gov
applicationfeedback@townofbluffton.com

Applicant		Property Owner	
Name: Livewell Terrace L.P.		Name: Beaufort County Memorial Hospital	
Phone: 614-396-3200		Phone: 843-522-5108	
Mailing Address: 500 South Front St., Columbus, OH 43215		Mailing Address: 955 Ribaut Road, Beaufort, SC 29902	
E-mail: aamstutz@wodagroup.com		E-mail: Allison.Coppage@bmhsc.org	
Town Business License # (if applicable):			
Project Information			
Project Name: Livewell Terrace		<input type="checkbox"/> New	<input checked="" type="checkbox"/> Amendment
Project Location: 335 Buckwalter Parkway			
Zoning District: Buckwalter PUD		Acreage: 10.09	
Tax Map Number(s): R610 030 000 0712 0000			
Project Description: 120 Unit Affordable Apartment Complex and 6000 SF Medical Office Building			
Minimum Requirements for Submittal			
<input type="checkbox"/> 1. One (1) paper copy and digital file of the draft Development Agreement. <input type="checkbox"/> 2. Mandatory Application Check In Meeting scheduled. <input type="checkbox"/> 3. Recorded deed and plat showing proof of property ownership. <input type="checkbox"/> 4. Project Narrative describing reason for application and compliance with the criteria in Article 3 of the UDO. <input type="checkbox"/> 5. An Application Review Fee as determined by the Town of Bluffton Master Fee Schedule. Checks made payable to the Town of Bluffton.			
Note: A Pre-Application Meeting is required prior to Application submittal.			
Disclaimer: The Town of Bluffton assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.			
I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property. As applicable, I authorize the subject property to be posted and inspected.			
Property Owner Signature: 		Date: 4/4/25	
Applicant Signature: 		Date: 4/19/25	
For Office Use			
Received By:		Date Approved:	
Application Number:			



**TOWN OF BLUFFTON
PLANNED UNIT DEVELOPMENT (PUD)
CONCEPT PLAN APPLICATION**

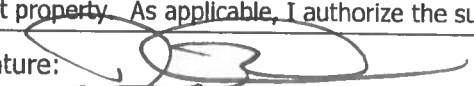

Growth Management Customer Service Center
20 Bridge Street
Bluffton, SC 29910
(843)706-4522
www.townofbluffton.sc.gov
applicationfeedback@townofbluffton.com

Applicant		Property Owner	
Name:	Livewell Terrace L.P.	Name:	Beaufort County Memorial Hospital
Phone:	614-396-3200	Phone:	843-522-5108
Mailing Address:	500 South Front Street Columbus, OH 43215	Mailing Address:	955 Ribaut Road Beaufort, SC 29902
E-mail:	aamstutz@wodagroup.com	E-mail:	Allison.Coppage@bmhsc.org
Town Business License # (if applicable):			
Project Information			
Project Name:	Livewell Terrace	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Amendment
Project Location:	335 Buckwalter Parkway	Acreage:	10.09
PUD Name:	Buckwalter		
Tax Map Number(s):	R610 030 000 0712 0000		
Project Description: 120 Unit Affordable Apartment Complex and 6000 SF Medical Office Building			
Minimum Requirements for Submittal			
<input type="checkbox"/> 1. Two (2) full sized copies and digital files of the Concept Plan.			
<input type="checkbox"/> 2. Recorded deed and plat showing proof of property ownership.			
<input type="checkbox"/> 3. Project Narrative describing reason for application and compliance with the criteria in Article 3 of the UDO.			
<input type="checkbox"/> 4. An Application Review Fee as determined by the Town of Bluffton Master Fee Schedule. Checks made payable to the Town of Bluffton.			
Note: A Pre-Application Meeting is required prior to Application submittal.			
Disclaimer: The Town of Bluffton assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.			
I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property. As applicable, I authorize the subject property to be posted and inspected.			
Property Owner Signature:		Date: 4/14/25	
Applicant Signature:		Date: 4/29/25	
For Office Use			
Application Number:		Date Received:	
Received By:		Date Approved:	



**TOWN OF BLUFFTON
TRANSFER OF DEVELOPMENT
RIGHTS APPLICATION**

Growth Management Customer Service Center
20 Bridge Street
Bluffton, SC 29910
(843) 706-4500
www.townofbluffton.sc.gov
applicationfeedback@townofbluffton.com

Applicant		Property Owner	
Name: Livewell Terrace L.P.		Name: Beaufort County Memorial Hospital	
Phone: 614-396-3200		Phone: 843-522-5108	
Mailing Address: 500 South Front Street Columbus, OH 43215		Mailing Address: 955 Ribaut Road Beaufort, SC 29902	
E-mail: aamstutz@wodagroup.com		E-mail: Allison.Coppage@bmhsc.org	
Town Business License # (if applicable):			
Project Information			
Project Name: Livewell Terrace			
Development Rights Being Transferred:			
Sending Zone:		Receiving Zone:	
Zoning District:		Zoning District: Buckwalter PUD	
Address:		Address: 335 Buckwalter Parkway, Bluffton	
Tax Map Number:		Tax Map Number: R610 030 000 0712 0000	
Minimum Requirements for Submittal			
<input type="checkbox"/> 1. Two (2) full sized copies and digital files of the maps and/or plans depicting the Sending and Receiving Zones.			
<input type="checkbox"/> 2. Two (2) full sized copies and digital files of the Boundary Surveys, signed and sealed by a registered land surveyor, of Sending Zone and Receiving Zone.			
<input type="checkbox"/> 3. Project Narrative describing reason for application and compliance with the criteria in Article 3 of the UDO.			
<input type="checkbox"/> 4. Recorded deed and plat showing proof of property ownership for both Receiving and Sending Zones.			
<input type="checkbox"/> 5. Statement of the Applicant(s) ability and right to transfer.			
<input type="checkbox"/> 6. Submittal of concurrent applications as applicable.			
<input type="checkbox"/> 7. An Application Review Fee as determined by the Town of Bluffton Master Fee Schedule. Checks made payable to the Town of Bluffton.			
Note: A Pre-Application Meeting is required prior to Application submittal.			
Disclaimer: The Town of Bluffton assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.			
I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property. As applicable, I authorize the subject property to be posted and inspected.			
Property Owner Signature: 		Date: 4/4/25	
Applicant Signature: 		Date: 4/19/25	
For Office Use			
Application Number:		Date Received:	
Received By:		Date Approved:	

**APPLICATION NARRATIVE
FOR
APPLICATIONS FOR BUCKWALTER DEVELOPMENT AGREEMENT AND
CONCEPT PLAN AMENDMENT
AND
BUCKWALTER CONCEPT MASTER PLAN AMENDMENT
AND
TRANSFER OF DEVELOPMENT RIGHTS
FOR
DEVELOPMENT OF AFFORDABLE HOUSING ON
10.09 ACRE PARCEL LOCATED AT 335 BUCKWALTER PARKWAY
FOR
BEAUFORT COUNTY MEMORIAL HOSPITAL
AND
LIVEWELL TERRACE L.P.**

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) BEFORE THE PLANNING COMMISSION
) AND TOWN COUNCIL OF THE
) TOWN OF BLUFFTON, SOUTH CAROLINA

**APPLICATION NARRATIVE
FOR
APPLICATIONS FOR BUCKWALTER DEVELOPMENT AGREEMENT AND
CONCEPT PLAN AMENDMENT
AND
BUCKWALTER CONCEPT MASTER PLAN AMENDMENT
AND
TRANSFER OF DEVELOPMENT RIGHTS
FOR
DEVELOPMENT OF AFFORDABLE HOUSING ON
10.09 ACRE PARCEL LOCATED AT 335 BUCKWALTER PARKWAY
FOR
BEAUFORT COUNTY MEMORIAL HOSPITAL
AND
LIVEWELL TERRACE L.P.**

This Project Narrative is submitted with and is intended to be incorporated in and comprise a part of the application for (i) Buckwalter Development Agreement and Concept Plan amendment for the Buckwalter Planned Unit Development; (ii) application for Buckwalter Concept Master Plan amendment; and (iii) application for the Transfer of Development Rights (collectively sometimes herein the “**Application**”) of Livewell Terrace Limited Partnership (“**Applicant**”)¹. This narrative is submitted to the Planning Commission and the Town Council for the Town of Bluffton, South Carolina (the “**Town**”) to explain the

¹ See Acts and Joint Resolutions of the General Assembly of the State of South Carolina, No. 1197 attached hereto as Exhibit “A” and made a part hereof.

request and describe how the Application meets the criteria of the Town's Unified Development Ordinance (the "UDO") as required by the Application and the UDO.

I. **NARRATIVE.**

A. **Introduction, Background And Request.**

Beaufort County Memorial Hospital is the owner² (the "Owner") of an approximate 10.09 acre parcel of real property (the "Property") identified by Beaufort County Tax Map number **R610 030 000 0712 0000** located on Buckwalter Parkway in the Town. The 411 address for the Property is #335 Buckwalter Place Boulevard and it is more specifically shown and described as "Parcel C6-B" on that certain plat of survey entitled "A ALTA/ACSM Land Title Survey of Parcel C6-B Buckwalter Parkway", dated January 14, 2003 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina ("ROD") in **Plat Book 91 at Page 147**³.

The Property is unimproved and is currently zoned Buckwalter Planned Unit Development with a use designation of General Commercial with the allocation of 10.9 acres of Commercial Development Rights.⁴ The Property is subject to the Development Agreement and Concept Plan for the Buckwalter Tract, recorded in the ROD in Book 1288 at Page 1, as amended (the "Development Agreement"). It is the intent of Owner to construct one hundred twenty (120) apartments. One hundred percent (100%) of the apartments shall be designated as affordable housing units with that use being confirmed by a restrictive covenant (the "Affordable Housing Restrictive Covenant") in the form attached hereto and made a part hereof.⁵ The Applicant is proposing the development be named Livewell Terrace. Applicant is seeking transfer of sixty (60) residential development rights ("RDUs") from the Town of Bluffton and a corresponding one hundred percent (100%) density bonus pursuant to Section 6.5.4 of the UDO ("Density Bonus"). In addition, a portion of the Property shall also be developed by Owner as a 6,000 square foot medical office building and sufficient development rights shall be retained by the Applicant. The balance of the 10.09 acres of General Commercial development rights ("GC Rights") shall be transferred to the Town.

Owner has provided an authorization letter.⁶

The Applicant submits this Application requesting the approval of:

1. Approval of an amendment to the Development Agreement together with an amendment to the Buckwalter Concept Master Plan ("Concept Master Plan")⁷ as described herein;
2. Approval of the Transfer of Development Rights described herein; and

² See deed recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in **Book 4423 at Pages 1991** attached hereto as Exhibit "B" and made a part hereof.

³ See said boundary plat attached hereto as Exhibit "C" and made a part hereof.

⁴ See Zoning Letter attached hereto as Exhibit "D" and made a part hereof.

⁵ Attached hereto as Exhibit "E".

⁶ See letter attached hereto as Exhibit "F".

⁷ See proposed amended Concept Master Plan attached hereto as Exhibit "G" and made a part hereof.

3. Approval of the Density Bonus described herein.

II. AMENDMENT TO DEVELOPMENT AGREEMENT AND CONCEPT PLAN.

A. **Applicability.** The Property is currently zoned Buckwalter PUD and within the Buckwalter Commons Land Use Tract and the Buckwalter Commons Phase I Master Plan and this application seeks to amend the Development Agreement and Concept Master Plan for Buckwalter Tract (“**Concept Master Plan Amendment**”) to allocate 120 RDUs to the Buckwalter Commons Land Use Tract, subject to the Affordable Housing Restrictive Covenant, and to transfer the GC Rights to the Town and to update the current Density Summary Tables in the Concept Master Plan to reflect the additional residential development rights contemplated herein. The Applicant submits that it is appropriate to amend the Development Agreement and Concept Master Plan (collectively sometimes hereinafter the “**Amendment**”) and assign the Property the density as more particularly described herein.

1. Consistency with the Comprehensive Plan.

- a. Cultural Resources. *The Cultural Resources Element of the Comprehensive Plan instructs the Town to strive to maintain a sense of community, diversity and individuality by preserving cultural resources.*⁸ The proposed Amendment will not adversely affect the Culture Resources vision of the Comprehensive Plan since the Property is currently undeveloped and no historical or cultural resources will be removed or impacted. The proposed Amendment allows more diverse housing options which will provide housing opportunities for a more diverse population to live in the Town and to contribute the cultural vision of the Comprehensive Plan.
- b. People. *The People Element of the Comprehensive Plan acknowledges and accepts the Town’s diverse population and strives to offer a high quality of life for all residents, visitors and workers.*⁹ The proposed Amendment is consistent with the People Element as it provides affordable housing to support the current and future population of the Town located in the Buckwalter PUD.¹⁰ Furthermore, it is consistent with and furthers efforts to fulfill the goal to prepare for the minimum two-fold increase growth of the Town’s permanent residents and increase resources available to an increasingly diverse population. The proposed Amendment is therefore consistent with the People Element of the Comprehensive Plan.
- c. Economy. *The Economy Element of the Comprehensive Plan instructs the Town to strive to create a vital, diverse and sustainable local economy that enhances Bluffton’s community resources: human, natural and economic.*¹¹ The Economy Element of the Comprehensive Plan recognizes the need to ensure a balanced local economy through revisions to zoning and land use regulations and also the need to foster and environment that

⁸ See Element 1, Blueprint Bluffton Comprehensive Plan 2022, Page 29.

⁹ See Element 2, Blueprint Bluffton Comprehensive Plan 2022, Page 47.

¹⁰ See Element 2, Blueprint Bluffton Comprehensive Plan 2022, Page 47.

¹¹ See Element 3, Blueprint Bluffton Comprehensive Plan 2022, Page 59.

supports entrepreneurship and innovation. The Applicant's proposed Amendment provides residents and guests of the Town and the greater Bluffton area with affordable housing options which will attract a diverse population that can contribute to and grow the local economy. All of which serve to enhance the Town's human, natural and economic resources and thus and contributes to growth of local businesses and form a stable tax base. Accordingly, the proposed additional use category is consistent with the Economy of the Comprehensive Plan.

- d. Resiliency. *The Resiliency Element of the Comprehensive Plan instructs the Town to plan adapt to changes in climate and natural resources, and promote renewable power sources.*¹² The Applicant's proposed Amendment will facilitate the creation of a strong and diverse workforce who will be enabled to contribute to the innovation and new business located in the Town needed to create a resilient and strong community in the Town. The addition of affordable housing to the Town will allow a younger workforce to live and work in the Town and thus allow new thought leadership to contribute to and reinforce the resilient Town community.
- e. Housing Element. *The Housing Element of the Comprehensive Plan seeks to ensure that every resident has decent, safe and affordable housing.*¹³ The Applicant's proposed Amendment supports the Housing Element as it provides affordable housing for the existing and growing workforce. The proposed Amendment directly addresses the Housing Element and will provide a community of 100% affordable housing. The proposed Amendment will allow affordable housing in and around new developments in Bluffton and thus will provide housing for the much needed workforce to sustain the growing communities in the Town.
- f. Natural Resources Element. *The Natural Resources Element of the Comprehensive Plan instructs the Town to conserve, protect, restore, and enhance natural resources in the Town.*¹⁴ The Applicant is seeking to amend the Concept Master Plan to authorize use of the Property for uses consistent within the Buckwalter PUD as well as that of other areas within the municipal limits of the Town along Buckwalter Parkway corridor and in the Buckwalter PUD. The land surrounding the Property is primarily developed pursuant to the Development Agreement and Concept Master Plan and the Applicant's proposed Amendment will not disturb existing recreational facilities nor prohibit public access to water facilities. The proposed Amendment will not also impact an ecologically sensitive natural area and is thus consistent with the Natural Resources Element.
- g. Land Use Element. *The Land Use Element of the Comprehensive Plan encourages the Town to envision a more balanced Bluffton and identify areas for development to better suit community needs.*¹⁵ The Applicant's

¹² See Element 4, Blueprint Bluffton Comprehensive Plan 2022, Page 75.

¹³ See Element 5, Blueprint Bluffton Comprehensive Plan 2022, Page 95.

¹⁴ See Element 5, Blueprint Bluffton Comprehensive Plan 2022, Page 109.

¹⁵ See Element 5, Blueprint Bluffton Comprehensive Plan 2022, Page 109.

proposed Amendment provides residents and guests of the Town and the greater Bluffton area with additional affordable housing options which will provide a much needed addition to the community. The Applicant's proposed use of the Property is supported by the surrounding existing infrastructure and does not adversely impact or create unplanned burdens on the natural environment or existing infrastructure.

- h. Transportation Vision. *The Transportation Vision of the Comprehensive Plan seeks to connect residents with destinations and expand the integrated active transportation network and expand public transportation.*¹⁶ The Applicant's proposed use is consistent with and supports the Transportation Element of the Comprehensive Plan. Access and road infrastructure for the Property will tie into existing developed transportation networks seamlessly. The development of the Property will provide an opportunity for residents to live close to their work and thus allow for greater use of public transportation and already developed transportation networks.
 - i. Community Facilities Element. *The Community Facilities Element of the Comprehensive Plan encourages the Town to unite the community through shared facilities and plan for future growth.*¹⁷ The approval of this Application supports the Community Facilities Element by allowing for the future growth of the Town by providing affordable housing for a younger, more diverse population to live and work in Bluffton. The proposed Amendment will allow the development of an affordable housing community with new utilities systems that will reduce waste and will not negatively impact surrounding development.
 - j. Priority Investments Element. *The Priority Investments Element of the Comprehensive Plan encourages the realization of community priorities through consistent and responsible funding.*¹⁸ The Applicant's proposed Amendment already benefits from State funded tax credits for affordable housing. Accordingly, approval of the proposed Amendment will support the State initiatives to allow affordable housing in communities throughout the State. The proposed Amendment will not require funding from the Town and will be consistent with the Priority Investment Element.
2. Consistency with the intent of the Planned Unit Development Zoning District. Section 4.2.13 of the UDO describes the purpose of the PUD district as one to "achieve the objectives of the Town of Bluffton *Comprehensive Plan* and to allow flexibility in development than could otherwise be achieved through strict application of this Ordinance." The Owner submits that the proposed Amendment will achieve this flexibility and will result in achieving the purpose of the PUD which is to "improve[] design, character and quality of walkable mixed-use developments and preserve natural and scenic features of open spaces."¹⁹

¹⁶ See Element 5, Blueprint Bluffton Comprehensive Plan 2022, Page 155.

¹⁷ See Element 5, Blueprint Bluffton Comprehensive Plan 2022, Page 173.

¹⁸ See Element 5, Blueprint Bluffton Comprehensive Plan 2022, Page 193.

¹⁹ See Section 4.2.13, Planned Unit Development, Town of Bluffton Unified Development Ordinance

- a. Eligibility. The Owner submits that the proposed Amendment meets the required eligibility criteria as outlined below.
 - i. Preservation of Significant Natural and Historic Features. The Applicant submits that the proposed Amendment does not alter or diminish the existing preservation and enhancement natural and historic features of the Buckwalter PUD.
 - ii. Preservation of Usable Open Space. The Applicant submits that the proposed Amendment will not alter or diminish the existing preservation of usable open space. The addition of the Property adds usable open space to the Buckwalter PUD.
 - iii. Incorporation of a Complementary Mixture of Uses. The Applicant submits that the proposed Amendment will complement the current mixture of uses in the Buckwalter PUD because of the affordable housing and medical office spaces uses proposed for the Property.
 - iv. Inclusion of Creative Design of as Nonconforming Site. The Applicant submits that the Property is in conformance with the Ordinance and the inclusion of the Property in the Buckwalter PUD will maintain compliance with the Ordinance and further implements the goals of the Comprehensive Plan.
 - v. Economic Development. The Applicant submits that the proposed Amendment will provide economic development consistent with the Comprehensive Plan as outlined in this Application.
 - b. Public Services. The Applicant submits that the proposed Amendment will not impact the Buckwalter PUD's ability to be served by adequate public services. In fact, the inclusion of the Property will add to the public services offered through the addition of the affordable housing opportunity for residents of the Town.
 - c. Allowed Uses. The Applicant submits that the land uses proposed on the Property are consistent with the uses within the Buckwalter Commons Land Use Tract.
 - d. Affordable Housing. The Applicant submits that the proposed Amendment will not negatively impact the existing affordable and workforce housing located within the Buckwalter PUD but will enhance and add to the available affordable housing in the community at large.
 - e. Dimensional Requirements. The Applicant submits that proposed Amendment will not cause deviations from the current standards for dimensional requirements.
3. Consistency with Development Agreement and Concept Plan. The proposed Amendment is consistent with the Development Agreement and Concept Master Plan for Buckwalter PUD. The Town and Branigar Organization, Inc. executed and approved the Development Agreement, which Development Agreement, as amended, governs the use and development of a tract of land known as the

Buckwalter Tract. Concurrently with the execution of the Development Agreement, the Town of Bluffton annexed Buckwalter Tract into the Town boundaries and granted Concept Master Plan zoning to the Buckwalter Tract, all as more particularly described in the Annexation Petition and Concept Plan for Buckwalter Tract, adopted April 19, 2000. Subsequent to the execution and approval of the Development Agreement, the Town Approved thirteen (13) Amendments to the Buckwalter Development Agreement and Concept Plan. The Owner submits that the change of use for affordable residential multi-family and medical office use for the Property is consistent with the Development Agreement and Concept Master Plan for Buckwalter PUD and therefore submits a proposed Amendment to Development Agreement and Concept Plan - Buckwalter Tract attached hereto as Exhibit "H" and made a part hereof.

4. **Compatibility of Proposed Land Uses, Densities, Traffic Circulation, Environmental Features and Design with Adjacent Land Uses as well as Character of Surrounding Area.**

- a. Land Uses. The Property is already in the Buckwalter PUD and the uses are consistent with the uses already existing in the Buckwalter PUD and are derived from uses allowed in the Town and specifically within the Buckwalter PUD. Across Buckwalter Parkway exists Buckwalter Place with commercial and medical facilities. To the South East of the Property is the Townes at Buckwalter, a residential community.
- b. Density. The Property currently has 10.9 acres of General Commercial density. The requested density of 60 RDUs and a 100% density bonus per Section 6.5.4 of the UDO is consistent with surrounding density and uses and that found in the Buckwalter PUD, Development Agreement and Concept Master Plan and therefore the proposed density of the Property is compatible with the density and development along Buckwalter Parkway within the municipal limits of the Town and that along the Buckwalter PUD.
- c. Traffic Circulation. The Property is served by Buckwalter Parkway which provides direct access to U.S. Highway 278. Other than the Bluffton Parkway which leads to South Carolina Highway 170, no other public rights of way are nearby. Much of the surrounding land is already developed and traffic impacts have or are being addressed. Development of the Property shall comply with applicable traffic requirements.
- d. Environmental Features. Much of the surrounding property is already developed with commercial uses and the impacts on natural resources and the existing natural environment have been considered, planned and already approved. Accordingly, the Applicant submits that the proposed Amendment will not result in any major or unanticipated impacts to the natural resources and existing environmental features of the surrounding areas. Further, the development proposed will adhere to all stormwater requirements of the Town.
- e. Character of Surrounding Areas. Much of the surrounding property is already developed with commercial and residential uses institutional uses and design, aesthetics and character have already been considered and

addressed. Applicant intends to develop the Property consistent with the character of the surrounding existing development.

5. **Ability to be served by adequate public services.** The Property has direct access to Buckwalter Parkway and indirect access to U.S. Highway 278, a major arterial with excellent connections to the Bluffton Parkway, South Carolina Highway 46 and 170 and beyond. The Property has ability to connect to all necessary and readily available utilities and storm water drainage facilities that are suitable for the proposed use and those available in the Buckwalter PUD.
6. **Demonstration of innovative site planning techniques that improve upon the standards in other allowable Town of Bluffton zoning districts with the purpose of enhancing the Town of Bluffton's health, safety and welfare.** Much of the surrounding property is already developed with commercial and residential uses. The proposed Amendment will ensure that the balance of the Property is developed in accordance with the surrounding Buckwalter PUD and will not negatively impact the Town of Bluffton's health, safety and welfare.
7. **Conformance with adopted or accepted plans, policies, and practices of the Town of Bluffton.** Much of the surrounding property is already developed with commercial and residential uses in conformance with policies and practices of the Town of Bluffton. For a discussion of compatibility with the Town of Bluffton Comprehensive Plan please refer to Section IIA.1 of this Application Narrative.
8. **Compliance with applicable requirements in the Application Manual.** The Applicant submits that this Application is compliant with the applicable requirements of the Town's Applications Manual.

III. **TRANSFER OF DEVELOPMENT RIGHTS AND DENSITY BONUS.**

- A. **Applicability.** Pursuant to Section 6.6 of the UDO, Applicant seeks the Transfer of Development Rights from the Town's Development Rights Bank in the amount of sixty (60) RDUs and a 100% density bonus pursuant to Section 6.5.4 of the UDO for affordable/workforce housing. Applicant intends to develop an affordable housing apartment complex on the Property called Livewell Terrace. The development of the Property will include the following features:
 1. Total number of units will be 120. This number assumes the 100% density bonus as described in Section 6.5.4 of the UDO is granted.
 2. Units will be available to Beaufort County Memorial Hospital employees and any other persons seeking affordable housing.
 3. Affordable Housing Description:
 - a. Number of Units by number of bedrooms: 30 one-bedroom units, 60 two-bedroom units, 30 three-bedroom units.
 - b. Unit Area Median Income Breakdown: 30 units restricted to 40% Area Median Income, 60 units restricted to 60% Area Median Income, 30 units

restricted to 80% Area Median Income. Income restrictions to be proportionally divided by unit types and sizes.

- c. All 120 affordable housing units to be developed in a single phase.
- d. Affordable housing units to be available to anyone looking for housing pursuant to SC Housing requirements.
- e. Annual rent and income limits are determined by the Area Median Income by unit size for Beaufort County. The U.S. Department of Housing and Urban Development (“HUD”) determines the median income for each household size annually. Then for each income restricted unit, the household can earn an income no more than the restricted percentage of that median income. For example, a one-person household living in an 80% Area Median Income unit can earn no more than 80% of what HUD determines is the median income for a one-person household in Beaufort County to be eligible to live in the unit. The rent caps are then determined by HUD’s assumption that each unit is occupied by 1.5 persons per bedroom. For example, a two-bedroom unit will have rent limits established under the assumption that a three-person household is living in the unit. This might not always be the case as SC Housing requires the occupancy standards to permit 1-2 persons per bedroom, so a two, three, or four person household would be permitted to live in a two-bedroom unit. The rents are then capped at 30% of the monthly income limit. So, in the example of a two-bedroom unit at 80% Area Median Income, the max rent will be determined by taking the three-person household median income, multiplying it by 80% to get the 80% Area Median Income, dividing by 12 to get the monthly income limit, and then multiplying by 30% to get the rent limit.
- f. The above description includes details as to how a household qualifies in terms of income eligibility. In addition to this eligibility, background checks (including criminal, credit, etc.) are performed on every household to confirm qualification with the management team’s occupancy requirements.

B. **Criteria for Release of Development Rights.** Pursuant to resolutions adopted by the Town on January 14, 2025 (the “**Town Resolution**”), Applicant agrees to comply with the requirements and criteria set forth in the Town Resolution and the following requirements in order to receive Development Rights from the Town:

- 1. The Town will hold the sixty (60) RDUs and the Density Bonus in the Town’s Development Rights Bank until such time as their release and assignment from the Town to Owner as necessary to construct affordable housing as described herein.
- 2. The release of the RDUs will occur at the time Building Permit Applications are submitted for each multi-family structure on the Property. The RDUs will be transferred by Assignment of Rights and Obligations Under Development Agreement which shall be recorded in the Beaufort County Register of Deeds.

3. Applicant has prepared an Affordable Housing Restrictive Covenant which is attached hereto as Exhibit "E" and made a part hereof. Upon approval, such covenants shall be recorded in the Beaufort County Register of Deeds. Future revisions to the covenants shall require approval of the Town Manager.
4. Use of the 120 RDs (60 RDUs plus the density bonus) once assigned to Owner, shall be limited to the Property and may not be transferred or utilized elsewhere within Buckwalter PUD or the Town.
5. Owner shall transfer to the Town via an Assignment of Rights and Obligations Under Development Agreement recorded in the Beaufort County Register of Deeds, the residual general commercial development rights after it has determined rights required for the development of the medical facilities on the Property.

IV. CONCLUSION.

- A. The Applicant believes the foregoing narrative and analysis demonstrates that this Application is in conformance with the Town's Comprehensive Plan, and meets the criteria set forth in Section 3.4.3 of the UDO. Accordingly, the Applicant respectfully requests that the Planning Commission and Town Council:
 1. Review this Application and the supporting documentation and any testimony which will be entered into the record.
 2. Find the following:
 - a. That this Application and the supporting testimony and documentation establish the physical, geographical, hydrological and other environmental features of the Property support the breadth and intensity of the uses available in the proposed additional use category.
 - b. That this Application and the supporting testimony and documentation establish that the uses available in the proposed additional use category for the Property are compatible with surrounding uses and zoning districts in terms of suitability of location, impacts on the environment, noise, density, nature of use, traffic impacts, aesthetics, ability to develop adjacent properties under existing zoning and the potential influence on property values.
 - c. That this Application and the supporting testimony and documentation establish that the public infrastructure and services are available and capable of sufficiently accommodating the uses available in the proposed additional use category without compromising the public health, safety and welfare of the Town.
 - d. That this Application and the supporting testimony and documentation establish that there is a public need in the zoning district and the Town for the use proposed by the Application.

- e. That this Application and the supporting testimony and documentation are in compliance with the applicable requirements in the Applications Manual.
- 3. Recommend approval of this Application with uses and density as set forth in the proposed Amendment to the Buckwalter Development Agreement and Concept Master Plan.

Respectfully submitted on behalf of the Applicant this 6th day of May, 2025.

Burr & Forman LLP

EXHIBIT "A" TO SUPPLEMENT

**South Carolina Secretary of State
Business Filings Report**

(please see attached)

Acts and Joint Resolutions

OF THE

GENERAL ASSEMBLY

OF THE

State of South Carolina

REGULAR SESSION OF 1966

AND

EXTRA SESSION OF 1965-66

Second Part

of Fifty-fourth Volume of Statutes at Large

(The Acts and Joint Resolutions of 1965
Constituted First Part)

PRINTED UNDER DIRECTION OF
LEWIE GRIFFITH MERRITT
CODE COMMISSIONER

tion of the watershed conservation district is not administratively practicable and feasible, they shall record such determination and shall certify such determination to the directors of the watershed conservation district; *provided*, however, that the supervisors shall not be authorized to determine that the continued operation of the watershed conservation district is administratively practicable and feasible unless at least a majority of the votes cast in the referendum shall have been cast in favor of the continuance of the watershed conservation district.

(4) Upon receipt from the supervisors of a certification that they have determined that the continued operation of the watershed conservation district is not administratively practicable and feasible, the directors shall forthwith proceed to terminate the affairs of the watershed conservation district. A copy of the determination shall be certified to the Auditor of Beaufort County for recording. After being recorded, the certification shall be filed with the State Soil and Water Conservation Committee.

SECTION 19. Supervisory authority if district discontinued.—

If the Beaufort-Jasper County Soil and Water Conservation District is discontinued, all supervisory authority over the affairs of the watershed conservation district which was previously exercised by the supervisors shall thereafter be exercised by the governing body of Beaufort County.

SECTION 20. This act shall take effect upon approval by the Governor.

Approved the 14th day of May, 1966.

(R1285, S800)

No. 1197

An Act To Create The Beaufort County Memorial Hospital, Provide For The Appointment Of A Board Of Regents, Prescribe Its Powers And Duties, Provide For The Maintenance And Operation Of The Hospital And To Repeal Acts 777 Of 1942, 492 of 1944 And 902 Of 1948, Relating To The Beaufort County Hospital Association.

Be it enacted by the General Assembly of the State of South Carolina:

SECTION 1. Beaufort County Memorial Hospital created.—

There is hereby created the Beaufort County Memorial Hospital to

be governed by a board of regents consisting of nine members to be appointed by a majority of the county legislative delegation, including the Senator. The original appointments shall be four for two years and five for four years; thereafter, all appointments shall be for four years and until their successors are duly appointed and qualified. *Provided*, that the original appointments pursuant to this act shall include the present members of the Board of Regents of the Beaufort County Hospital Association. Any vacancy caused by death, resignation or otherwise shall be filled in the same manner in which appointments are made. The members of the board shall receive no salary but, while in attendance at a meeting, shall be entitled to per diem and mileage not to exceed ten dollars.

SECTION 2. Board members—chairman—officers.—The members of the board of regents shall meet as soon as practicable after all appointments have been made and elect one of its members as chairman and such other officers as it may deem necessary. The officers shall serve for two years or until their successors have been elected.

SECTION 3. Property of Beaufort County Hospital Association.—All the property, real and personal, and funds that are now in the control of the Beaufort County Hospital Association shall become the property of the Beaufort County Memorial Hospital.

SECTION 4. Funds—administrator.—The board is authorized to equip, maintain and operate the hospital out of funds provided by the annual county appropriations act. The board shall employ a competent administrator who shall be its direct executive representative in the management of the hospital.

SECTION 5. Powers and duties.—The board shall have the following powers and duties:

- (1) To adopt and use a corporate seal;
- (2) To adopt such bylaws, rules and regulations for the conduct of its business and expenditure of its funds, as it may deem advisable;
- (3) To acquire by gift, purchase, lease or otherwise, all kinds and descriptions of real and personal property;
- (4) To accept gifts, grants, donations, devises and bequests;
- (5) To enlarge and improve any hospital building that it may acquire or construct;
- (6) To adequately staff and equip any hospital that it may operate;
- (7) To provide and operate out patient departments;

(8) To establish and operate such clinics as the board may deem necessary to the health of the residents of Beaufort County;

(9) To employ such personnel as it may deem necessary for the efficient operation of the several facilities maintained by the board;

(10) To establish and promulgate reasonable rates for the use of the services and facilities afforded by the board;

(11) To provide reasonable regulations concerning the use of the facilities maintained by the board including reasonable rules governing the conduct of physicians, nurses and technicians while on duty or practicing their profession in the facilities maintained by the board;

(12) To define eligibility requirements for patients for charity services, to operate and maintain necessary services for such patients, to contract with third parties for reimbursement for services rendered to such patients, and to collect partial payment from patients unable to pay the rates established by the board;

(13) To expend the proceeds derived from the charges made for the use of the services and facilities of the hospital for the operation and maintenance thereof;

(14) To arrange with the proper authorities of any adjoining county, upon such financial terms as are agreeable to each, to admit and care for charity cases from such adjoining county; *provided*, that patients may be admitted to the hospital from any place whatsoever;

(15) To expend any funds received in any manner, and the proceeds derived from the issue of bonds, to defray any costs incident to establishing, constructing, equipping and maintaining any hospital;

(16) To apply to the Federal Government and any other governmental agency for a grant of moneys to aid in the construction and equipment of any hospital;

(17) To dispose of any property, real or personal, that it may possess, provided always that it shall not dispose of the hospital building;

(18) To enter into contracts for hospital care with any association or agency of the Federal government having a hospital care program;

(19) To exercise the power of eminent domain, in the manner provided by the general laws of the State of South Carolina for procedure by any county, municipality or authority created by or organized under the laws of this State, or by the State Highway Department, or by railroad corporations.

SECTION 6. Bonds.—Bonds or notes of the hospital shall be issued by the governing body of the county upon the authorization of the county legislative delegation. The funds received from such issue shall be deposited with the county treasurer.

SECTION 7. Audit.—The board shall file a copy of an annual audit of the financial operations of the hospital with the governing body of the county and the county legislative delegation. During the month of January of each year the board shall furnish to the legislative delegation its budget requests for the succeeding fiscal year.

SECTION 8. Hospital—board to manage.—The board shall manage and control the hospital and its financial affairs, but shall have no authority to create any financial obligation on the county beyond the amounts appropriated for the hospital.

SECTION 9. Acts 777 of 1942, 492 of 1944 and 902 of 1948 repealed.—Acts 777 of 1942, 492 of 1944 and 902 of 1948 are repealed.

SECTION 10. Time effective.—This act shall take effect upon approval by the Governor.

Approved the 8th day of June, 1966.

(R1321, H2659)

No. 1198

An Act To Authorize The Forest Beach Public Service District In Beaufort County To Pledge The Full Faith And Credit Of The District To The Payment Of The Principal And Interest Of Its Obligations.

Be it enacted by the General Assembly of the State of South Carolina :

SECTION 1. Forest Beach Public Service District—Beaufort County—may pledge full faith and credit.—Notwithstanding the provisions of Section 6 of Act No. 481 of 1961, relating to the borrowing of money and the pledging of credit of the State of South Carolina, Beaufort County and the Forest Beach Public Service District, for the payment of the principal and interest of obligations of the district, the Forest Beach Public Service District is hereby authorized to pledge the full faith and credit of the district for the payment of the principal and interest of its obligations not to exceed the sum of \$20,000.00.

EXHIBIT "B" TO SUPPLEMENT

Property Deed

(please see attached

11
15 PB
Howell Gibson

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

(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

60750287 v2

Reviewed by Beaufort County


Legal Department

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.

Bernadene A. G. Co
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

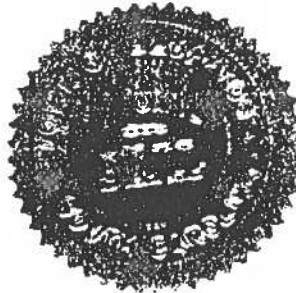


EXHIBIT B

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 al 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.

T. Bendle Jr.
Thomas A. Bendle, Jr.
Attorney for Beaufort County

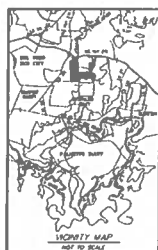
SWORN to before me this 10th
Day of April, 2025

Bernadene A. Miles
Notary Public for South Carolina
My Commission Expires: 08/08/2029

EXHIBIT "C" TO SUPPLEMENT

Boundary Plat

(please see attached)

[illegible]

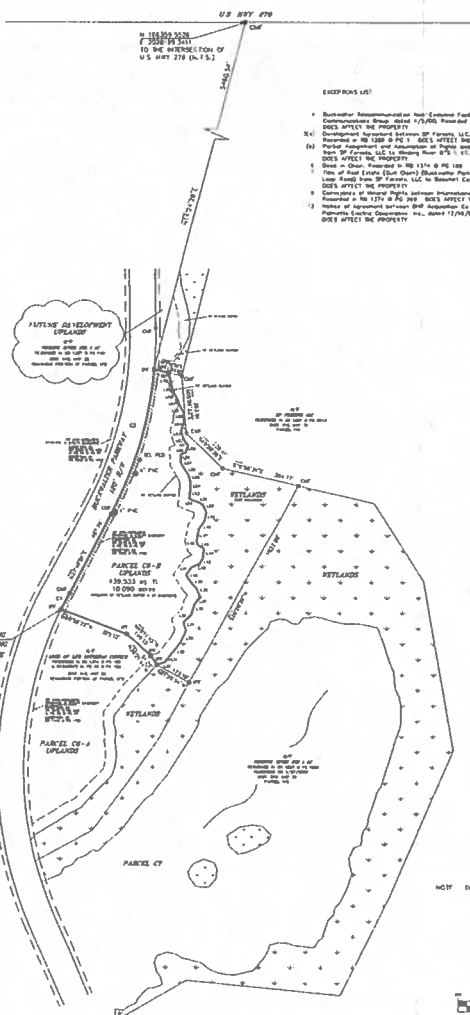
To SOUTH CAROLINA BANK AND TRUST, N.A.

This is to certify that this map or plot and the survey on which it is based were made in accordance with Minimum Standards Detail Requirements for ALTA/ACSM Land Info Surveys, jointly established and adopted by ALTA, ACSM and NSPS in 1990, and includes items 1-10 of Table A (User's) Pursuant to the Accuracy Standards as adopted by ALTA, NSPS, and ACSM and effect on the date of this certification, undersigned further certifies that the survey measurements were made in accordance with the Minimum Angle, Distance and Closure Requirements for Survey Measurements Along Contained Land Boundaries for

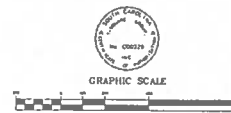
Signed [Signature] Date February 19, 2003

CUTS TABLE				
CUTS	STATUS	LENGTH	DEPTH	CLASIFIC
CI	17-100'	00-67'	00-66'	00-10-057

LINE	LENG	TH	REMARK
1.30	37.40	37°43'43"W	
1.31	37.40	37°43'43"W	
1.32	37.40	37°43'43"W	
1.33	37.40	37°43'43"W	
1.34	40.50	37°43'35"W	
1.35	40.50	37°43'35"W	
1.36	40.50	37°43'35"W	
1.37	41.37	37°43'40"W	
1.38	41.37	37°43'40"W	
1.39	41.37	37°43'40"W	
1.40	41.37	37°43'40"W	
1.41	41.37	37°43'40"W	
1.42	40.68	37°44'35"W	
1.43	40.68	37°44'35"W	
1.44	40.68	37°44'35"W	
1.45	41.37	37°44'35"W	
1.46	41.37	37°44'35"W	
1.47	57.00	37°45'00"W	
1.48	57.00	37°45'00"W	
1.49	57.00	37°45'00"W	
1.50	57.00	37°45'00"W	
1.51	57.00	37°45'00"W	
1.52	33.91	37°45'00"W	
1.53	33.91	37°45'00"W	
1.54	33.91	37°45'00"W	
1.55	33.91	37°45'00"W	
1.56	33.91	37°45'00"W	
1.57	33.91	37°45'00"W	
1.58	33.91	37°45'00"W	
1.59	33.91	37°45'00"W	
1.60	36.31	37°45'00"W	
1.61	36.31	37°45'00"W	
1.62	36.31	37°45'00"W	
1.63	36.31	37°45'00"W	
1.64	36.31	37°45'00"W	
1.65	36.31	37°45'00"W	
1.66	36.31	37°45'00"W	
1.67	36.31	37°45'00"W	
1.68	36.31	37°45'00"W	
1.69	36.31	37°45'00"W	
1.70	36.31	37°45'00"W	
1.71	36.31	37°45'00"W	
1.72	36.31	37°45'00"W	
1.73	36.31	37°45'00"W	
1.74	36.31	37°45'00"W	
1.75	36.31	37°45'00"W	
1.76	36.31	37°45'00"W	
1.77	36.31	37°45'00"W	
1.78	36.31	37°45'00"W	
1.79	36.31	37°45'00"W	
1.80	36.31	37°45'00"W	
1.81	36.31	37°45'00"W	
1.82	36.31	37°45'00"W	
1.83	36.31	37°45'00"W	
1.84	36.31	37°45'00"W	
1.85	36.31	37°45'00"W	
1.86	36.31	37°45'00"W	
1.87	36.31	37°45'00"W	
1.88	36.31	37°45'00"W	
1.89	36.31	37°45'00"W	
1.90	36.31	37°45'00"W	
1.91	36.31	37°45'00"W	
1.92	36.31	37°45'00"W	
1.93	36.31	37°45'00"W	
1.94	36.31	37°45'00"W	
1.95	36.31	37°45'00"W	
1.96	36.31	37°45'00"W	
1.97	36.31	37°45'00"W	
1.98	36.31	37°45'00"W	
1.99	36.31	37°45'00"W	
2.00	36.31	37°45'00"W	



NOTE: THERE IS NO EVIDENCE OF ANY STRUCTURES LOCATED ON THIS PROPERTY.



C:\Land Projects R2\2000d\p\DWG\PARCEL6-8-ALTA.dwg 02/14/03 10:12:09 AM EST

T-SQUARE GROUP, INC.

Phone 843-752-8570 Fax 843-752-5270

[illegible]

THE ABOVE PLAT PREPARED BY ME AT THE REQUEST OF

SOUTH CAROLINA BANK AND TRUST
 A ALTA/ACSM LAND TITLE SURVEY OF PARCEL C-8-B-BUCHWATER PARKWAY
 A NORTHWEST CORNER 2.000 ACRES OF PARCEL C-1-A, PHASE 1
 R 9.2 LLC TRACT RECORDED ON 8/23/00, PG 78 & PG 12,
 TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
 DIST. 810, MAP 22, A PORTION OF PARCEL 570

NOTE: ACCORDING TO FELA AND HIS SISTER'S PHONE NO
DOES NOT RING. THE PROPERTY NOT BE SUBJECT TO EASEMENTS,
RIGHTS OF WAY, ETC. AND OTHER FACTS THAT MAY BE REVEALED
IN A COMPLETE TITLE SEARCH.

DISCUSSABLE PLAT

A PLAT BY ME DATED 1/5/2004, PREPARED FOR
SUCCESSION OF CONDOMINIUM, INC.

1. CONDOMINIUM WATER PLAT DATED 3/19/2000
2. PLAT OF 1000 S. PALM BLVD, INC.

3. 1000 S. PALM BLVD, INC.

EXHIBIT "D" TO SUPPLEMENT

Zoning Letter

(please see attached)

Larry C. Toomer
Mayor

Dan Wood
Mayor Pro Tempore

Stephen Steese
Town Manager



Fred Hamilton
Bridgette Frazier
Emily Burden
Council Members

Marcia Hunter
Town Clerk

April 2, 2025

Walter J. Nester, III
4 Clarks Summit Drive
Suite 200
Bluffton, SC 29910

TRANSMITTED ELECTRONICALLY
wnester@burr.com

RE: Request for Zoning Verification Letter
R610 030 000 0712 0000
335 Buckwalter Parkway

To Whom It May Concern,

This letter verifies that the subject property, located at 335 Buckwalter Parkway and identified by Beaufort County Tax Map Number R610 030 000 0172 0000, is zoned Buckwalter Planned Unit Development (PUD) within the Buckwalter Commons Land Use Tract and a part of the Buckwalter Commons Phase I Master Plan. As such, the property is subject to the use and design regulations set forth in the Buckwalter Conceptual Land Use Plan, Buckwalter Development Agreement and Buckwalter Commons Phase I Master Plan.

The subject property is within the Buckwalter Commons Tract of the Buckwalter PUD. The designation identifies the following permitted land uses:

- Business Center
- Community Recreation
- General Commercial
- Hotel/Inn
- Institutional/Civic
- Maintenance Areas
- Model Home/Sales center
- Multi-family Residential
- Neighborhood Commercial
- Open Space
- Silviculture
- Single-family Residential
- Traditional Neighborhood Development District

The Buckwalter PUD Concept Plan and Development Agreement can be found at the following link:
<https://www.townofbluffton.sc.gov/DocumentCenter/View/407/Buckwalter-Planned-Unit->

Theodore D. Washington Municipal Building
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910
Telephone (843) 706-4500 Fax (843) 757-6720
www.townofbluffton.sc.gov

Development-Concept-Plan-Development-Agreement-PDF

The Buckwalter Commons Phase I Plan can be downloaded from the following link: [Buckwalter Commons Phase I Master Plan.pdf](#)

Lastly, please note the property may be subject to deed restrictions, easements, agreements, restrictive covenants, and/or other recorded documents, which may be discovered through a title search, that are not addressed or confirmed by the Town in this letter. Should you wish to appeal this determination, an application for appeal can be made with the Board of Zoning Appeals within 10 days of the receipt of this letter.

If you have any further questions, please feel free to contact me at 843-706-7829 or acastrillon@townofbluffton.com.

Sincerely,



Angie Castrillon
Planner
Growth Management Department
843-706-7829 / acastrillon@townofbluffton.com

EXHIBIT "E" TO SUPPLEMENT
Affordable Housing Restrictive Covenant

(please see attached)

Burr & Forman LLP (WJN)
23-B Shelter Cove Lane Suite 400
Hilton Head Island, SC 29928
843-785-2171

THIS RESTRICTIVE COVENANT (AFFORDABLE HOUSING REQUIREMENT)
 ("Restrictive Covenant") is made this ____ day of _____, 2025 (the "Effective Date") by Beaufort Memorial Hospital ("BMH").

WHEREAS, BMH is the owner in fee simple of that certain real property located in and subject to the jurisdiction of the Town of Bluffton, South Carolina (the “**Town**”), said real property more particularly described in **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, simultaneously herewith, BMH and the Town have executed that certain Partial Assignment of Rights and Obligations Under Development Agreement and Concept Plan (the **“Fourteenth Amendment”**) to convey sixty (60) residential development rights from the Town to BMH for the development of affordable housing on the Property; and

WHEREAS, pursuant to the Fourteenth Amendment, BMH shall receive a one hundred percent (100%) density bonus pursuant to Section 6.5.4 of the Unified Development Ordinance to increase the sixty (60) additional residential development rights to allow a total of one hundred twenty (120) affordable housing residential development rights; and

60560553 v1

WHEREAS, accordingly, BMH is recording this Restrictive Covenant to place the public on notice of the restrictive covenant (defined below).

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, BMH hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns, lessees, or other occupiers and users.

These provision, terms and conditions include, without limitation, the following:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Restrictive Covenant.** The residential development rights assigned to the Property from the Town may only be used for Affordable Housing as defined in **Exhibit "B"**.
3. **Term and Termination.** This Agreement shall run with the land and be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof for a term of thirty (30) years from the Effective Date unless otherwise modified or terminated as set forth herein.
4. **Amendments; Waivers.** This Covenant may not be amended, modified or supplemented in any respect whatsoever or terminated or rescinded, in whole or in part, during the Term except by an agreement in writing signed by the Town and BMH, its successor and assigns, and recorded in the office of the ROD. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing.
5. **Covenant Running with the Land.** This Covenant shall constitute a covenant running with title to the Property and shall be binding upon and a limitation upon the Property, BMH, the successor and assigns of BMH, and all present and future owners of fee simple title, lessees, mortgagees, or other persons claiming an interest in or to the Property or part thereof, from time to time and all those claiming by, through, or under the foregoing and/or any of its or his/her/their heirs, successors, and assigns for the benefit of BMH. BMH is an intended third-party beneficiary of this Covenant, and shall have the right to enforce, by any proceeding at law or in equity, the covenants and restrictions set forth in this Covenant. Failure by BMH to enforce any covenant or restriction contained in this Covenant shall not be deemed a waiver of the right to do so thereafter. In the event of a breach or violation of any covenant or restriction contained herein, BMH shall be entitled to recover from the breaching or violative party all costs and expenses incurred by BMH in connection therewith, including, without limitation, reasonable attorneys' fees and court costs.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule. This Covenant shall not be construed to grant any rights to the public in general.
7. **Severability.** If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

8. **Town.** The Town joins in the execution of this Restrictive Covenant to acknowledge the terms and conditions hereof.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the date first above written.

WITNESSES:

Beaufort Memorial Hospital

1st Witness

Print Name: _____

By: _____

Print Name:

Title:

Second Witness/Notary Public

Print Name: _____

STATE OF SOUTH CAROLINA)

)

COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____, as _____ of , Beaufort Memorial Hospital.

Notary Public for South Carolina

My Commission Expires: _____

5

Exhibit "A"

Property

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.

SAID PROPERTY is conveyed subject to all applicable covenants, conditions, restrictions and easements filed of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

TMS# R610 030 000 0712 0000

Exhibit “B”

“Affordable Housing: Housing affordable to low and moderate-income families (those earning up to 80% of the Beaufort County Area Median Income (AMI), as defined in the schedule published annually by the U.S. Department of Housing and Urban Development).”

EXHIBIT "F" TO SUPPLEMENT

Authorization Letter Beaufort County Memorial Hospital

(please see attached)



Beaufort Memorial
HOSPITAL

955 Ribaut Road | Beaufort SC 29902
843-522-5200 | 877-532-6472
beaufortmemorial.org

February 19, 2025

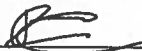
To Whom It May Concern,

We, Beaufort Memorial Hospital a party to the development of 335 Buckwalter Pkwy, Bluffton, SC 29909 (**Parcel R610 030 000 0712 0000**), hereby authorize Woda Cooper Development Inc. to act on our behalf in all matters related to the development the designated medical office space on the site. This authorization includes any submittals pertaining to site and development plan approval and obtaining permits.

Should you have any questions regarding this authorization, please feel free to contact us at 843-522-5108

Thank you for your attention to this matter.

Sincerely,



Russell Baxley (Feb 19, 2025 17:42 EST)
Russell Baxley
President and CEO
Beaufort Memorial Hospital

EXHIBIT “G” TO SUPPLEMENT

Concept Master Plan

(please see attached)

CONCEPT MASTER PLAN

For
Buckwalter
PLANNED UNIT DEVELOPMENT
Bluffton, South Carolina

Prepared For:
Branigan Organization
Savannah, Georgia



A company of
INTERMEDIAL

Prepared By:
Wood4Partners, Inc.
Lafayette, South Carolina

Thomas & Huion Engineering Co.
Savannah, Georgia

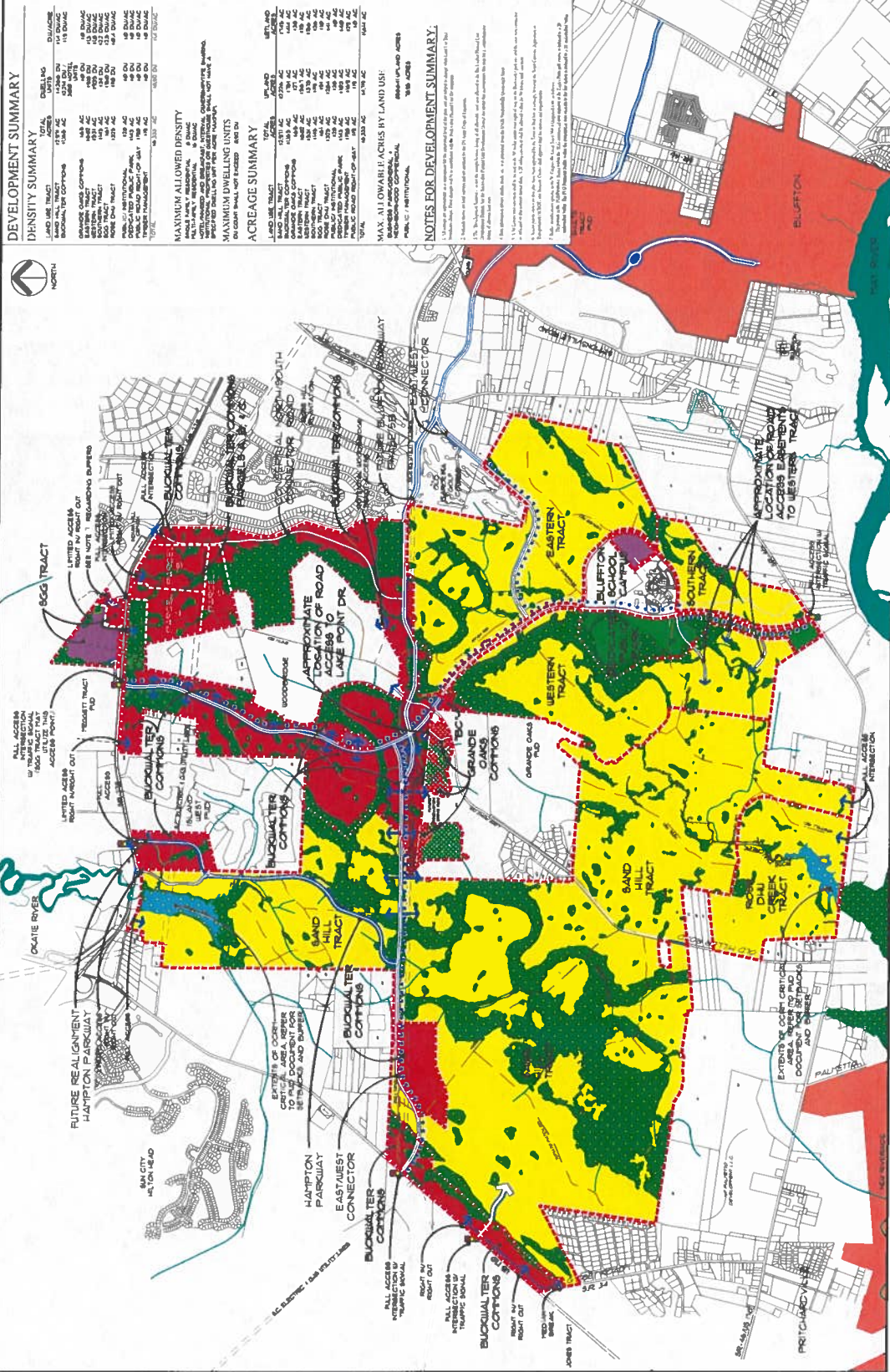
LEGEND:

- ROADS / PUBLIC RIGHT-OF-WAY
- INTERSECTION / ACCESS POINTS
- EXISTING DIRT ROADS
- STREAMS / WATER CHANNELS
- LAND USE TRACT LIMIT
- LEISURE TRAIL
- PUD LAND USE AREAS

- RESIDENTIAL
- PUBLIC / INSTITUTIONAL
- WETLANDS
- TIMBER MANAGEMENT
- OCRM CRITICAL AREA
- DEDICATED PUBLIC PARK
- COMMERCIAL
- GRANDE OAKS COMMONS



NOTES:
1. This plan is a conceptual master plan and is not intended to be used for any other purpose.
2. The plan is based on the information provided by the client and is not intended to be used for any other purpose.
3. The plan is based on the information provided by the client and is not intended to be used for any other purpose.
4. The plan is based on the information provided by the client and is not intended to be used for any other purpose.
5. The plan is based on the information provided by the client and is not intended to be used for any other purpose.
6. The plan is based on the information provided by the client and is not intended to be used for any other purpose.
7. The plan is based on the information provided by the client and is not intended to be used for any other purpose.
8. The plan is based on the information provided by the client and is not intended to be used for any other purpose.
9. The plan is based on the information provided by the client and is not intended to be used for any other purpose.
10. The plan is based on the information provided by the client and is not intended to be used for any other purpose.



DEVELOPMENT SUMMARY

LAND USE	TOTAL ACRES	DENSITY	DEVELOPABLE ACRES
RESIDENTIAL	1,200	10	1,200
PUBLIC / INSTITUTIONAL	100	1	100
WETLANDS	500	0	500
TIMBER MANAGEMENT	1,000	0	1,000
OCRM CRITICAL AREA	200	0	200
DEDICATED PUBLIC PARK	100	0	100
COMMERCIAL	50	0	50
GRANDE OAKS COMMONS	100	0	100
SOUTHERN TRACT	100	0	100
EASTERN TRACT	100	0	100
WESTERN TRACT	100	0	100
BAND HILL TRACT	100	0	100
BUCKWALTER COMMONS	100	0	100
GRANDE OAKS COMMONS	100	0	100
SOUTHERN TRACT	100	0	100
EASTERN TRACT	100	0	100
WESTERN TRACT	100	0	100
BAND HILL TRACT	100	0	100
BUCKWALTER COMMONS	100	0	100

MAXIMUM ALLOWED DENSITY

LAND USE	TOTAL ACRES	DENSITY	DEVELOPABLE ACRES
RESIDENTIAL	1,200	10	1,200
PUBLIC / INSTITUTIONAL	100	1	100
WETLANDS	500	0	500
TIMBER MANAGEMENT	1,000	0	1,000
OCRM CRITICAL AREA	200	0	200
DEDICATED PUBLIC PARK	100	0	100
COMMERCIAL	50	0	50
GRANDE OAKS COMMONS	100	0	100
SOUTHERN TRACT	100	0	100
EASTERN TRACT	100	0	100
WESTERN TRACT	100	0	100
BAND HILL TRACT	100	0	100
BUCKWALTER COMMONS	100	0	100
GRANDE OAKS COMMONS	100	0	100
SOUTHERN TRACT	100	0	100
EASTERN TRACT	100	0	100
WESTERN TRACT	100	0	100
BAND HILL TRACT	100	0	100
BUCKWALTER COMMONS	100	0	100

MAXIMUM DWELLING UNITS

LAND USE	TOTAL ACRES	DENSITY	DEVELOPABLE ACRES
RESIDENTIAL	1,200	10	1,200
PUBLIC / INSTITUTIONAL	100	1	100
WETLANDS	500	0	500
TIMBER MANAGEMENT	1,000	0	1,000
OCRM CRITICAL AREA	200	0	200
DEDICATED PUBLIC PARK	100	0	100
COMMERCIAL	50	0	50
GRANDE OAKS COMMONS	100	0	100
SOUTHERN TRACT	100	0	100
EASTERN TRACT	100	0	100
WESTERN TRACT	100	0	100
BAND HILL TRACT	100	0	100
BUCKWALTER COMMONS	100	0	100
GRANDE OAKS COMMONS	100	0	100
SOUTHERN TRACT	100	0	100
EASTERN TRACT	100	0	100
WESTERN TRACT	100	0	100
BAND HILL TRACT	100	0	100
BUCKWALTER COMMONS	100	0	100

MAX. ALLOWABLE ACRES BY LAND USE

LAND USE	TOTAL ACRES	DENSITY	DEVELOPABLE ACRES
RESIDENTIAL	1,200	10	1,200
PUBLIC / INSTITUTIONAL	100	1	100
WETLANDS	500	0	500
TIMBER MANAGEMENT	1,000	0	1,000
OCRM CRITICAL AREA	200	0	200
DEDICATED PUBLIC PARK	100	0	100
COMMERCIAL	50	0	50
GRANDE OAKS COMMONS	100	0	100
SOUTHERN TRACT	100	0	100
EASTERN TRACT	100	0	100
WESTERN TRACT	100	0	100
BAND HILL TRACT	100	0	100
BUCKWALTER COMMONS	100	0	100
GRANDE OAKS COMMONS	100	0	100
SOUTHERN TRACT	100	0	100
EASTERN TRACT	100	0	100
WESTERN TRACT	100	0	100
BAND HILL TRACT	100	0	100
BUCKWALTER COMMONS	100	0	100

NOTES FOR DEVELOPMENT SUMMARY:

1. The plan is based on the information provided by the client and is not intended to be used for any other purpose.
2. The plan is based on the information provided by the client and is not intended to be used for any other purpose.
3. The plan is based on the information provided by the client and is not intended to be used for any other purpose.
4. The plan is based on the information provided by the client and is not intended to be used for any other purpose.
5. The plan is based on the information provided by the client and is not intended to be used for any other purpose.
6. The plan is based on the information provided by the client and is not intended to be used for any other purpose.
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8. The plan is based on the information provided by the client and is not intended to be used for any other purpose.
9. The plan is based on the information provided by the client and is not intended to be used for any other purpose.
10. The plan is based on the information provided by the client and is not intended to be used for any other purpose.

EXHIBIT “H” TO SUPPLEMENT

Amendment to Development Agreement and Concept Plan – Buckwalter Tract

(please see attached)

Prepared By and After
Recording Return to:
Burr & Forman LLP
Attn: Walter J. Nester, III
23-B Shelter Cove Lane
Hilton Head Island, SC 29928
843-785-2171

STATE OF SOUTH CAROLINA)	FOURTEENTH AMENDMENT TO
)	DEVELOPMENT AGREEMENT
)	AND CONCEPT PLAN
)	BUCKWALTER TRACT
COUNTY OF BEAUFORT)	

THIS FOURTEENTH AMENDMENT (“**Fourteenth Amendment**”) to Development Agreement and Concept Plan is made and entered into this ____ day of _____, 2025 by and between the Town of Bluffton, South Carolina (“**Town**”), and Beaufort Memorial Hospital, a hospital organized and governed by the laws of the state of South Carolina, its successors and assigns (“**Owner**”).

RECITALS

WHEREAS, the Town and The Branigar Organization, Inc. executed and approved a Development Agreement (“**Development Agreement**”), dated April 19, 2000, and recorded in the Office of the Register of Deeds (“**ROD**”) for Beaufort County, South Carolina in Book 1288 at Page 1, which Development Agreement, as amended, governs the use and development of a tract of land known as the Buckwalter Tract, originally containing approximately 5,680 acres of land, more particularly described in the Development Agreement and amendments thereto (the “**Buckwalter PUD**”); and,

WHEREAS, concurrently with the execution of the Development Agreement, the Town annexed the Buckwalter Tract and granted Concept Plan zoning to the Buckwalter Tract, all as more particularly described in the Annexation Petition and Concept Plan (“**Concept Plan**”) for Buckwalter Tract, adopted April 19, 2000; and,

WHEREAS, subsequent to the execution and approval of the Development Agreement and Concept Plan, the Town approved Thirteen (13) Amendments to the Buckwalter Development Agreement and Concept Plan, each hereinafter identified as follows:

1. **First Amendment.** Addition of 11.721 acres known as the Robertson Tract with additional Density to the Buckwalter Development Agreement and Concept Plan executed on June 21, 2002 and recorded in the ROD in **Book 1599 at Page 1149**; and
2. **Second Amendment.** Addition of 43.38 acres known as the Johnson Tracts together with 55 Dwelling Units to the Buckwalter Development Agreement and Concept Plan executed on February 4, 2003 and recorded in the ROD in **Book 1709 at Page 440**; and

3. **Third Amendment.** Addition of 173.62 acres known as the Cypress Lake Tract from the Jones Estate Development Agreement and Concept Plan together with 600 Dwelling Units and 90 acres of General Commercial Density to the Buckwalter Development Agreement and Concept Plan executed on October 10, 2005 and recorded in the ROD in **Book 2256 at Page 189**; and
4. **Fourth Amendment.** Addition of 59.91 acres known as the Rose Dhu Creek Phase III Tract together with 18 Dwelling Units to the Buckwalter Development Agreement and Concept Plan executed on October 10, 2005 and recorded in the ROD in **Book 2256 at Page 204**; and
5. **Fifth Amendment.** Addition of 58.85 acres known as the Graves Tract together with 58.85 acres of General Commercial Density to the Buckwalter Development Agreement and Concept Plan executed on November 2, 2005 and recorded in the ROD in **Book 2305 at Page 410**; and
6. **Sixth Amendment.** Addition of 2.687 acres known as the Jacoby Tract with no additional Density to the Buckwalter Development Agreement and Concept Plan executed on May 10, 2006 and recorded in the ROD in **Book 2816 at Page 1746**; and
7. **Seventh Amendment.** Addition of 6.5 acres known as the University Investments Tract with no additional Density to the Buckwalter Development Agreement and Concept Plan executed on January 7, 2008 and recorded in the ROD in **Book 2671 at Page 2250**; and
8. **Eighth Amendment.** Addition of 324 Dwelling Units through Transfer of Development Rights Permit for Buckwalter Place Initial Master Plan to the Buckwalter Development Agreement and Concept Plan executed on November 6, 2007 and recorded in the ROD in **Book 2823 at Page 384**; and
9. **Ninth Amendment.** Addition of 163 acres known as the Willow Run Tract, together with the reallocation of Land Uses for the Northern Tract, as well as 260 Dwelling Units and 162 acres of General Commercial Density to the Buckwalter Development Agreement and Concept Master Plan executed on February 25, 2008 and recorded in the ROD in **Book 2724 at Page 1787**; and
10. **Tenth Amendment.** Approved certain changes in use to the 9.18 acre Robertson site, and related conditions executed on February 10, 2012 and recorded in the ROD in **Book 3119 at Page 2458**; and
11. **Eleventh Amendment.** Approved changes in permitted use for the Buckwalter Commons Connector Tract and redesignated a portion of the Sandhill Tract as Buckwalter Commons Tract and added an additional 70 acres of Commercial Density executed on April 10, 2013 and recorded in the ROD in **Book 3231 at Page 3176**; and
12. **Thirteenth Amendment.** Addition of 65.592 acres known as Grande Oaks Commons, executed on January 17, 2025 and recorded in the Beaufort County Register of Deeds in **Book 4401 at Page 800**; and

WHEREAS, Owner owns that certain 10.09 acre parcel of real property (the “**Property**”) located in the portion of the current Buckwalter PUD known as Buckwalter Commons, said Property is more particularly described in Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, the Owner proposes the development of “Affordable Housing” of up to one hundred twenty (120) multifamily apartments on the Property; and

WHEREAS, pursuant to that certain resolution by the Town attached hereto as Exhibit “B” and made a part hereof, the Town has agreed to assign sixty (60) residential development rights from the Town’s Development Rights Bank for use on the Property; 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; and

WHEREAS, it is the desire and intention of the Town and Owner to enter into this Fourteenth Amendment to amend the Buckwalter Concept Plan to update the Density Summary Tables in the Concept Plan to reflect the additional residential development rights contemplated therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Town and Owner agree as follows:

1. **Recitals.** The above recitals are incorporated herein by this reference thereto.
2. **Amendment of Development Agreement and Concept Plan.** The Development Agreement and Concept Plan are hereby further amended to provide:
 - A. Amendment to Development Agreement. The Development Agreement and Concept Plan, as amended, is hereby amended to add an additional sixty (60) residential development rights to the overall residential density for the Buckwalter PUD for use on the Property and a corresponding one hundred percent (100%) density bonus pursuant to Section 6.5.4 of the Unified Development Ordinance and Section XIII.3 of the Development Agreement. In addition, the Property shall be restricted to use for Affordable Housing for thirty (30) years from the execution of this Fourteenth Amendment. The Owner shall be entitled to
 - B. Amendments to Concept Plan. The Buckwalter Concept Plan, as amended, is hereby further amended as follows:
 - i. Density. The Property shall sixty (60) residential dwelling unit development rights and a corresponding one hundred percent (100%) density bonus pursuant to Section 6.5.4 of the Unified Development Ordinance and Section XIII.3 of the Development Agreement. Notwithstanding anything otherwise contained in the Development Agreement or Concept Plan, the residential dwelling unit development rights allocated to the Property may not be transferred to any other piece, parcel or tract of land within the Buckwalter Tract or otherwise. This prohibition shall not apply to the transfer of residential dwelling unit development rights to the Town. The Density Summary Table is hereby amended in accordance with Exhibit “C” attached hereto and incorporated herein.
 - ii. Bonus. Pursuant to Section 6.5.4 of the Unified Development Ordinance (UDO) the Owner shall receive one hundred percent (100%) density bonus since one hundred percent (100%) of the sixty (60) residential development rights are being allocated to Affordable Housing.

- iii. No Effect on Other Landowner Rights. No change which is hereby approved to the Development Agreement and Concept Plan shall have any effect whatsoever on any property or landowner rights other than the Property and Owner.
- 3. **Reaffirmation of Buckwalter Development Agreement, Concept Plan and Amendments Thereto.** The Buckwalter Development Agreement, Concept Plan and all prior amendments thereto as modified by this Fourteenth Amendment are hereby ratified and reaffirmed as if set forth verbatim herein.
- 4. **Binding Effect.** This Fourteenth Amendment to the Buckwalter Development Agreement and Concept Plan shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.
- 5. **Consistency with the Comprehensive Plan.** The Town confirms that the matters contained herein are consistent with the Comprehensive Plan of the Town of Bluffton and consistent with long range planning for the Town, wetland protection, and other planning goals.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto, in and through their authorized representatives, have caused this instrument to be executed on their behalf effective the date first above written.

WITNESSES:

TOWN OF BLUFFTON,
SOUTH CAROLINA

By: _____

Its: _____

SOUTH CAROLINA

)

)

)

COUNTY OF BEAUFORT

ACKNOWLEDGEMENT

I, _____, Notary Public for South Carolina do hereby certify that _____ on behalf of the Town of Bluffton, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2025.

Notary Public for South Carolina

My Commission Expires: _____

WITNESSES:

BEAUFORT MEMORIAL HOSPITAL

By: _____

Its: _____

SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, Notary Public for South Carolina do hereby certify that
_____ on behalf of Beaufort Memorial Hospital personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2025.

Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT "A"

Legal 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.

SAID PROPERTY is conveyed subject to all applicable covenants, conditions, restrictions and easements filed of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

TMS# R610 030 000 0712 0000

EXHIBIT "B"

Resolution

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:

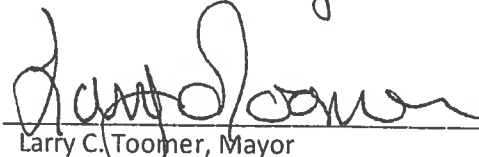
Town Council will support the Project and Beaufort Memorial Hospital's acquisition of 120 RDUs subject to the following conditions:

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.

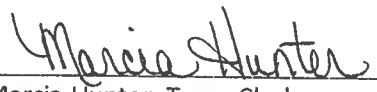
3. Affordable Housing Covenants shall be drafted and upon review and approval by the Town, will be recorded with the Beaufort County Register of Deeds and any future revisions will require approval by the Town Manager.
4. Use of the 120 RDUs, once assigned to BMH, shall be limited to the 10.09 acre property 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 "C"

Density Summary Table

