

9 PB
NC
*Gonzalez, Gibson
Bf 10/24

Attachment 5

BEAUFORT COUNTY SC - ROD
BK 4334 Pgs 3382-3390
2024022031 RED
05/16/2024 04:27:18 PM
REC'D BY pbaxley RCPT# 1168888
RECORDING FEES \$0.00

ADD DMP Record 6/6/2024 03:41:35 PM
BEAUFORT COUNTY TAX MAP REFERENCE

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

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, **St. Andrew By-The-Sea United Methodist Church, Inc.**, a South Carolina nonprofit corporation ("Grantor"), in the State aforesaid and in consideration of the sum of **Three Million Two Hundred Thousand and 00/100 Dollars (\$3,200,000.00)** paid to it in hand at and before the sealing of these presents by **Beaufort County**, a subdivision of the State of South Carolina ("Grantee"), having an address of Post Office Box 1228, Beaufort, South Carolina 29901, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions set forth in the legal description below, unto the said Grantee, its successors and assigns, forever, the following described property, to-wit:

SEE ATTACHED "EXHIBIT A" INCORPORATED HEREIN BY REFERENCE

This deed was prepared by Burr & Forman, LLP, 23-B Shelter Cove Lane, Suite 400, Hilton Head Island, South Carolina 29928.

Tax Map # R610 030 000 0712 0000

Grantor has complied with Section 2540 of the Book of Discipline of the United Methodist Church and the written consent of the Pastor and the District Superintendent is attached hereto as **Exhibit "B"**.

THIS CONVEYANCE is made subject to any applicable restrictions, reservations, zoning ordinances or easements that may appear of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

APPROVED FOR RECORDING
BY: [Signature]
BEAUFORT COUNTY ATTORNEY
DATE: 5/10/24

TOGETHER WITH all and singular, the rights, members, hereditaments and appurtenances to the said premises belong, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises herein mentioned unto said Grantee, its successors and assigns, forever.

AND the within Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantee as hereinabove described against the Grantor and Grantor's successors and assigns, so that neither Grantor nor those claiming under it shall hereafter have any interest in or claim the same, or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed as of this

8 day of May, 2024.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Paul M. Uledes
Witness #1

Lyndal J. Troner
Witness #2

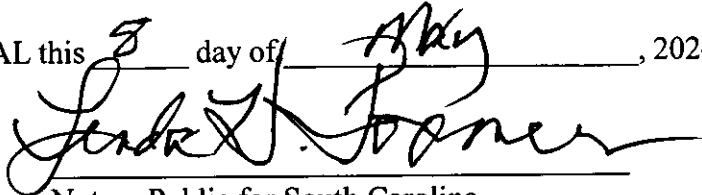
**ST. ANDREW-BY-THE-SEA UNITED
METHODIST CHURCH, INC.**, a South
Carolina nonprofit corporation

By: Floyd McKeag
Floyd McKeag
Chair-Board of Trustees

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGEMENT

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Floyd McKeag, Chair of the Board of Trustees for St. Andrew By-The-Sea United Methodist Church, Inc., a South Carolina nonprofit corporation, personally appeared before me this day and acknowledged the execution of the foregoing Deed.

WITNESS MY HAND AND SEAL this 8 day of May, 2024.



Notary Public for South Carolina

My commission expires: _____

Seal:



EXHIBIT "A"

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.

BEING the same property conveyed to the Grantor herein by Limited Warranty Deed from SCBT f/k/a SCBT, N.A. f/k/a South Carolina Bank and Trust, N.A. dated June 5, 2014, recorded June 9, 2014, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 3326, at Page 319.

TM# R610 030 000 0712 0000

EXHIBIT "B"

- See attached letters of Authorization to Sell from Jonathan E. Tompkins dated 4-25-2024 and Joseph A. McDonald dated 4-29-2024



April 25, 2024

Pursuant to the language in BOD paragraph 2540, as Senior Pastor, Saint Andrew By-The-Sea UMC, Inc., I consent to the sale of this property to Beaufort County.

Signed,

A handwritten signature in black ink that reads "Jonathan E. Tompkins". The signature is written in a cursive style.

Jonathan E. Tompkins

Senior Pastor

St. Andrew By-The-Sea UMC
20 Pope Avenue
Hilton Head Island, SC 29928



843.785.4711
www.hhiumc.com
standrewbythesea@gmail.com



Rev. Joseph A. McDonald
District Superintendent

***Walterboro District
The United Methodist Church***

Office: P.O. Box 829
119 N. Lucas Street
Walterboro, SC 29488
Tel. (843) 549-5441
Fax (843) 549-8073

Residence: 175 Auld Brass Road
Walterboro, SC 29488
(803) 671-1691

E-mail: wadist@umcsc.org
jamcdonald@umcsc.org

April 29, 2024

Greetings,

As Superintendent of the Walterboro District of the United Methodist Church, I give consent to the transfer of property on Buckwalter Highway to St. Andrew By-The-Sea, Hilton Head, South Carolina. This transfer shall conform to the Book of Discipline of the United Methodist Church, and has been approved by the St. Andrew By-The-Sea United Methodist Church's church conference and the Walterboro District Board of Church Location and Building.

Sincerely,

Joseph A. McDonald
Walterboro District Superintendent

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-section 2).
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
 - (a)_____The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (b)_____The fee is computed on the fair market value of the realty which is _____
 - (c)_____The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes___ or No___ to the following: A lien or encumbrance existed on The land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes,"
6. The deed recording fee is computed as follows:
 - (a)Place the amount listed in item 4 above here: _____

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

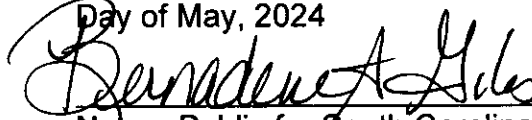
(c) Subtract Line 6 (b) from Line 6(a) and place result here: _____

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



Thomas A. Bendle, Jr.
Attorney for Beaufort County

SWORN to before me this 10th
Day of May, 2024


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

9
NC PB
H. Howell, Beaufort
Reg. Cnty

BEAUFORT COUNTY SC - ROD
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05/16/2024 04:27:18 PM
REC'D BY pbaxley RCPT# 1168888
RECORDING FEES \$0.00

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BEAUFORT) PARTIAL ASSIGNMENT AND
) ASSUMPTION OF RIGHTS AND
) OBLIGATIONS UNDER THE
) DEVELOPMENT AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT ("Partial Assignment") is dated this 15 day of May, 2024, by and between ST. ANDREW BY-THE-SEA METHODIST CHURCH, INC., a South Carolina non-profit corporation ("Assignor") and BEAUFORT COUNTY, a subdivision of the State of South Carolina ("Assignee").

Witnesseth:

WHEREAS, on or about the 19th day of April, 2000, SP Forests, LLC ("SP Forests") entered into a Development Agreement ("Development Agreement") with the Town of Bluffton, South Carolina, which Development Agreement was recorded in the Beaufort County Register of Deeds Office in Book 1288 at Page 1, incident to the annexation and future development of the Buckwalter Tract, which Development Agreement, as amended, controls the Property (as defined below); and

WHEREAS, Winding River BTS 1, LC, a Utah limited liability company ("Winding River") acquired from SP Forests certain property and was partially assigned certain rights with respect to such property pursuant to a Partial Assignment and Assumption of Rights and Obligations Under Development Agreement dated September 27, 2000 and recorded in the Office of the Register of Deeds for Beaufort County in Official Record Book 1337 at Page 1247, as recorded in Book 1374 at Page 336; and

WHEREAS, BHR Acquisition Co., LLC acquired from SP Forests certain property and was partially assigned certain rights with respect to such property pursuant to a Partial Assignment and Assumption of Rights and Obligations Under Development Agreement dated December 19, 2000 and recorded in the Office of the Register of Deeds for Beaufort County in Official Record Book 1368 at Page 243; and

WHEREAS, BHR Acquisition Co., LLC became the successor in interest to Winding River through Articles of Merger dated December 28, 2001, and as such successor in interest became the owner of the property of Winding River including all or a portion of the Property (as hereinafter defined); and

54031815 v1

APPROVED FOR RECORDING
BY: [Signature]
BEAUFORT COUNTY ATTORNEY
DATE: 5/16/24

WHEREAS, Buckwalter Commercial, Inc., a South Carolina corporation acquired from BHR Acquisition Co., LLC, a South Carolina limited liability company, certain property and was partially assigned certain rights with respect to such property, pursuant to a Partial Assignment and Assumption of Rights and Obligations Under Development Agreement dated February 18, 2003, and recorded February 19, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Record Book 1715 at Page 1128; and

WHEREAS, SCBT f/k/a South Carolina Bank and Trust, N.A., a South Carolina limited liability company ("SCBT"), acquired certain real property in the Buckwalter PUD in the area known as Buckwalter Commons from Buckwalter Commercial, Inc., a South Carolina corporation (as successor in interest to BHR Acquisition Co., LLC) as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property") by a Title to Real Estate recorded February 19, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina in Official Record Book 1715 at Page 1152;

WHEREAS, SCBT was partially assigned certain rights with respect so such property, pursuant to a Partial Assignment and Assumption of Rights and Obligations under Development Agreement dated February 18, 2003, and recorded February 19, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Record Book 1715 at Page 1155; and

WHEREAS, Assignor was partially assigned certain rights with respect to such property, pursuant to a Partial Assignment and Assumption of Rights and Obligations Under Development Agreement dated June 5, 2014 and recorded June 9, 2014 in the Office of the Register of Deeds for Beaufort County, South Carolina in Official Record Book 3326 at Page 332.

WHEREAS, Assignor, by Deed of conveyance, is transferring its interests in the Property to Assignee; and

WHEREAS, an integral part of the conveyance of the Property by Assignor to Assignee, is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume certain rights, privileges, and obligations under the Development Agreement applicable to the Property, thus necessitating the preparation and execution of the with Partial Assignment and Assumption; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, parties hereby agree as follows, to-wit:

1. Partial Assignment and Assumption of Rights, Privileges and Obligations Applicable to the Property Pursuant to The Development Agreement and Buckwalter PUD Concept Plan. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, 10.09 acres of General Commercial (the "Assigned Land Use") as an allowed land use. Assignee shall be entitled to all of the rights, privileges, and obligations, including all alternate land uses, as described in the Development Agreement and the Buckwalter PUD Concept Plan ("Concept Plan") applicable or available to the Property except for those certain excluded obligations, rights and privileges ("Excluded Obligations")

identified herein below. Assignee hereby assumes and agrees to perform all of Assignor's rights, privileges and obligations as described in the Development Agreement applicable to the Assigned Land Use Property, except for the Excluded Obligations. Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof, and to develop the Property in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns. See Exhibit A attached hereto.

(JB)

2. Excluded Obligations, Right and Privileges. The following are hereby excluded from Assignor's assignment and Assignee's assumption herein:

- (a) the terms of Article XII A and B concerning the government facilities, park or playground site;
- (b) the terms of Article XII C concerning the payment of administrative charges.

Provided, however, Assignee assumes the obligation to pay any fees identified in Article XII D of the Development Agreement as they relate to the Property.

3. Estoppel Certificate. Pursuant to Article XIX of the Development Agreement, the Town and Assignor hereby certify the following, to-wit:

- (a) that the Development Agreement, as amended, is in full force and effect;
- (b) that the Development Agreement through the amendment dated April 10, 2013 has not been further amended or modified;
- (c) that to the best knowledge of Town and Assignor, all parties to the Development Agreement are in full compliance with all obligations thereunder as of the date hereof;
- (d) that to the best knowledge of Town and Assignor, no event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute an event of default under the terms of the Development Agreement;
- (e) that by its execution hereof, the Town of Bluffton confirms that the within instrument shall serve as the requisite notice under the provisions of Article V, Paragraph 2 of the Development Agreement of transfer of the Property and hereby consents to the terms of this Partial Assignment and Assumption, and agrees that with respect to any obligations assigned by Assignor to Assignee and assumed by Assignee hereunder, the Town of Bluffton shall look solely to Assignee, not to Assignor, for performance of such obligations, and enforcement thereof by the Town.

4. Default and Enforcement of Provisions. As provided in Paragraph XV of the Development Agreement, and, as herein provided, upon the failure of Assignor, Assignee or the Town of Bluffton to comply with the terms of the Development Agreement and the within Partial Assignment and Assumption incident to the Property, one or more of the non-defaulting parties may pursue any and all legal or equitable remedies, including a specific performance, against the defaulting party.
5. Notices. Any notice, demand, request, consent, approval, or communication among any of the parties hereto or the Town of Bluffton shall be in writing and shall be delivered or addressed as provided under Paragraph XVII of the Development Agreement and shall be addressed as follows:

As to Assignor:

St. Andrew By-The-Sea United Methodist Church, Inc.
20 Pope Avenue
Hilton Head Island, SC 29928

As to Assignee:

Beaufort County
P. O. Box 1228
Beaufort, SC 29901

With a required copy, as to Assignor, to:

Burr & Forman LLP
Attn: Walter J. Nester, III
P. O. Drawer 3
Hilton Head Island, SC 29938

With a required copy, as to Assignee, to:

Beaufort County
Attn: Brittany Ward
P. O. Box 1228
Beaufort, SC 29901

As to the Town of Bluffton:

Town of Bluffton
Attn: Town Manager
P. O. Box 386
Bluffton, SC 29910

With a required copy to:

Town Attorney
c/o Town of Bluffton
P. O. Box 386
Bluffton, SC 29910

6. Binding Effect. This Partial Assignment and Assumption shall inure to the benefits of and be binding upon the respective parties hereto, their successors and assigns.
7. Governing Law. The within Partial Assumption shall be interpreted and constructed and conform to the laws of the State of South Carolina.
8. Reaffirmation of Terms. All other terms, conditions, rights and privileges contained in the Development Agreement not specifically referenced herein shall remain in full force and effect and binding upon the parties hereto and their successors and assigns.

(BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Partial Assignment and Assumption to be duly executed as of the 8 day of May, 2024.

WITNESSES:

Paul M. Meeder
Witness #1

Linda H. Toomer
Witness #2

**ST. ANDREW-BY-THE-SEA UNITED
METHODIST CHURCH, INC.**, a South
Carolina nonprofit corporation

By: Floyd McKeag
Floyd McKeag
Chair-Board of Trustees

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGEMENT

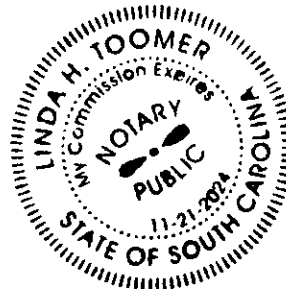
COUNTY OF BEAUFORT)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Floyd McKeag, Chair of the Board of Trustees for St. Andrew By-The-Sea United Methodist Church, Inc., a South Carolina nonprofit corporation, personally appeared before me this day and acknowledged the execution of the foregoing Deed.

WITNESS MY HAND AND SEAL this 8 day of May, 2024.

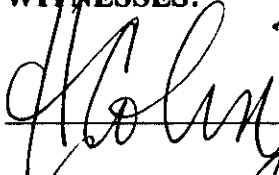
Linda H. Toomer
Notary Public for South Carolina
My commission expires: _____

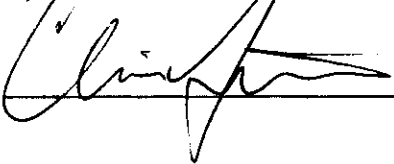
Seal



The undersigned, Stephen Steese, as Town Manager of the Town of Bluffton, and Marcia Hunter as Town Clerk, hereby ratify and approve this Partial Assignment and Assumption of Rights and Obligations under the Development Agreement on behalf of the Town of Bluffton, South Carolina as of this 15th day of May, 2024.

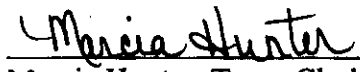
WITNESSES:







Stephen Steese, Town Manager



Marcia Hunter, Town Clerk

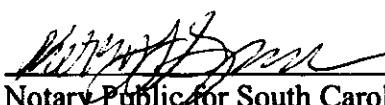
STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that Stephen Steese, as Town Manager, and Marcia Hunter, as Town Clerk, respectively of the Town of Bluffton, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 15 day of May, 2024.

Kerry L. Guzman
Notary Public, State of South Carolina
My Commission Expires June 8, 2032



Notary Public for South Carolina
Print Name: Kerry L. Guzman
My Commission Expires: 06/08/2032

SEAL

WITNESSES:

[Signature]

[Signature]
John C. Robinson, Interim Beaufort County Administrator

T. Bender

Cheryl H. Harris

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that John C. Robinson, as Interim Beaufort County Administrator

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 10th day of May, 2024.

Cheryl H. Harris SEAL
Notary Public for South Carolina
Print Name: Cheryl H. Harris
My Commission Expires: 8/24/2028

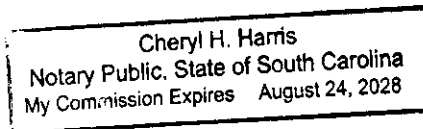


EXHIBIT "A"

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.

