

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

This Fourteenth Amendment ("Fourteenth Amendment") to Development Agreement and Concept Plan is made and entered into this _____ day of _____, 2024 by and between the TOWN OF BLUFFTON, a South Carolina municipal corporation ("Town") and the BEAUFORT COUNTY SCHOOL DISTRICT, a political subdivision of the State of South Carolina ("BCSD"), its successors and assigns.

WHEREAS, Town and The Branigar Organization, Inc. (Branigar) 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 Official Record 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; and,

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

WHEREAS, subsequent to the execution and approval of the original Development Agreement and Concept Plan, Town has approved Twelve(12) Amendments to the Buckwalter Development Agreement and Concept Plan as follows:

1. First Amendment, which added the 11.721 acre Robertson Tract and no additional Density to the Buckwalter Development Agreement and Concept Plan was executed on June 21, 2002 and recorded in the Beaufort County Office of the Register of Deeds in Book 1599 Page 1149; and

2. Second Amendment, which added the 43.48 acre Johnson Tracts as well as 55 Dwelling Units to the Buckwalter Development Agreement and Concept Plan was executed on February 4, 2003 and recorded in the Beaufort County Office of the Register of Deeds in Book 1709 Page 1440; and

3. Third Amendment, which added the 173.62 acre Cypress Lake Tract from the Jones Estate Development Agreement and Concept Plan as well as 600 Dwelling Units and 90 acres of General Commercial Density to the Buckwalter Development Agreement and Concept Plan was executed on October 10, 2005 and recorded in the Beaufort County Office of the Register of Deeds in Book 2256 Page 189; and

4. Fourth Amendment, which added the 59.91 acre Rose Dhu Creek Phase III Tract as well as 18 Dwelling Units to the Buckwalter Development Agreement and Concept Plan was executed on October 10, 2005 and recorded in the Beaufort County Office of the Register of Deeds in Book 2256 Page 204; and

5. Fifth Amendment, which added the 58.85 acre Graves Tract as well as 58.85 acres of General Commercial Density to the Buckwalter Development Agreement and Concept Plan was executed on November 2, 2005 and recorded in the Beaufort County Office of the Register of Deeds in Book 2305 Page 410; and

6. Sixth Amendment, which added the 2.687 acre Jacoby Tract and no additional Density to the Buckwalter Development Agreement and Concept Plan was executed on May 10, 2006 and recorded in the Beaufort County Office of the Register of Deeds in Book 2816 Page 1746; and

7. Seventh Amendment, which added the 6.5 acre University Investments Tract and no additional Density to the Buckwalter Development Agreement and Concept Plan was executed on January 7, 2008 and recorded in the Beaufort County Office of the Register of Deeds in Book 2671 Page 2250; and

8. Eighth Amendment, which added 324 Dwelling Units through Transfer of Development Rights Permit for Buckwalter Place Initial Master Plan to the Buckwalter Development Agreement and Concept Plan was executed on November 6, 2007 and recorded in the Beaufort County Office of the Register of Deeds in Book 2823 Page 384; and

9. Ninth Amendment, which added the 163 acre Willow Run Tract, 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 Plan was executed on February 25, 2008 and recorded in the Beaufort County Office of the Register of Deeds in Book 2724 Page 1787; and

10. Tenth Amendment, which approved certain changes in use to the 9.18 acre Robertson Site, and related conditions, was executed on February 10, 2012 and recorded in the Beaufort County Register of Deeds in Book 3119 at page 2458; and

11. Eleventh Amendment, which changed the land use designation of a 70± acre tract within Buckwalter PUD from Sandhill Tract to Buckwalter Commons, and included certain requirements for connectivity, executed on April 10, 2013, and recorded in the Beaufort County Register of Deeds in Book 3231 at Page 3176; and

12. Twelfth Amendment, which added a certain 61.093 acre tract, on the north side of U.S. Highway 278 to the Buckwalter PUD and Development Agreement, said tract being owned by The Bishop of Charleston and Beaufort Jasper Water and Sewer Authority, with the terms and conditions of the Amendment being executed on June 14, 2022, and recorded in the ROD in Book 4157 at Page 25; and

13. Thirteenth Amendment, which added certain parcels consisting of 65.592 total acres, more or less, located at southwest corner of the Buckwalter Parkway and Lake Point Drive intersection and to the west of the Retreat at Grande Oaks, said parcels being owned by Grande Oaks II, LLC and University Investments, LLC, a new Grande Oaks Land Use Tract, added 28 acres of general commercial development rights, and other terms and conditions of the Amendment being executed on _____, 2024, and recorded in the ROD in Book ____ at Page ____; and

WHEREAS, Indian Hill is the owner of certain parcels consisting of 142.551 acres, more or less, said parcels being identified as three parcels (collectively, the “Indian Hill Property”) which are as follows: (i) A parcel of approximately 102.511 acres assigned Beaufort County Tax Map No. R610-022-000-013A-0000; (ii) a parcel of approximately 10.040 acres assigned Beaufort County Tax Map No. R610-022-000-0035-0000; and, (iii) a parcel of approximately 30.000 acres assigned Beaufort County Tax Map No. R610-022-000-0049-0000; and

WHEREAS, the Town is the owner of that certain parcel consisting of 19.753 acres, more or less, identified as Beaufort County Tax Map No. R610-022-000-1094-0000 and is owned by the Town of Bluffton (the “Town Property”); and

WHEREAS, the Indian Hill Property and the Town Property are collectively known as the Willow Run Tract; and

WHEREAS, adjacent properties contain certain easements for that certain right-of way which are (i) an approximately 22.39-acre parcel assigned Beaufort County Tax Map No. R610-022-000-1095-0000 and owned by Mooney Enterprises, LLC (the “Mooney Property”); (ii) an approximately 221.43-acre parcel assigned Beaufort County Tax Map No. R610-030-000-0138-0000 and owned by Southeast Regional Land Conservancy, Inc. (the “Conservancy Property”); and, (iii) an approximately 55.18-acre parcel assigned Beaufort County Tax Map No. R610-030-000-1970-0000 and owned by Inland Bluffton, LLC (the “Inland Bluffton Property”); and

WHEREAS, BCSD is currently under contract with Indian Hill to acquire the Indian Hill Property; and

WHEREAS, the District has identified the Willow Run Tract as a potentially suitable development site for needed school facilities, which may include a lower school complex (K-8)/Middle School and/or associated athletic fields, courts, administrative offices, and other structures intended to support school operations (the “*School Facilities*”); and

WHEREAS, the Ninth Amendment established certain obligations for Indian Hill such as the construction of certain right of way as the owner of the Indian Hill Property; and

WHEREAS, from 2010 to 2022, the population of Bluffton grew by approximately 179%, increasing the demand on civic infrastructure and public services, including but not limited to those public services provided by the BCSD; and as such, many of the BCSD's facilities in the greater Bluffton area are either at capacity, near capacity, or unable to reasonably accommodate additional new students; and recent land development in the area has also dramatically increased property values and reduced local inventory for large civic facilities, such as new schools and athletic fields, furthering the urgency with which the District must identify and acquire new potential development sites; and

WHEREAS, throughout Beaufort County and, in particular, southern Beaufort County, a shortage of affordable and workforce housing remains a pressing issue for local businesses, residents, and governmental organizations. Both the Town and the District 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, it is now the desire and intention of BCSD and the Town to effectuate this Fourteenth (14th) Amendment to the Development Agreement and Concept Plan to amend those provisions pertaining to the North-South Connector Road construction requirements for the Indian Hill Property; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Town and BCSD agree as follows:

1. **Recitals.** The above recitals are hereby incorporated herein by reference.
2. **Amendment of Development Agreement and Concept Plan.** That certain Development Agreement and Concept Plan, dated April 19, 2000, and recorded in Official Records Book 1288 at Page 1 in the Office of the Register of Deeds for Beaufort County, South Carolina, as previously amended, is hereby further amended under the terms set forth below.
3. **North-South Connector Road.** The Ninth Amendment, Section 11, Bluffton Parkway Connector Right-of-Way and Construction, provides for certain obligations for the construction of that certain right-of-way referred to as the "Connector Road", which may also be referenced as "North-South Connector" throughout this Section. The Town and the District desire to amend the terms of the construction obligations as they pertain to Indian Hill's requirement for phased construction of the North-South Connector. However, Section 11 also includes provisions for other aspects of the North-South Connector Road and

associated improvements such as design, construction standards, future traffic signalization at its US 278 intersection, and access road(s) to provide interconnectivity, which must be retained since many involve persons and/or entities who are not a party of this Amendment. As such, it is necessary to retain and revoke certain portions of the original Section 11 language as well as specify the revised terms of the construction obligation as follows:

- a. The original language of Section 11 is hereby revised to revoke that certain language identified by strikethrough as follows:

~~“Indian Hills acknowledges that a primary reason for the Town's willingness to enter into this Ninth Amendment to the Buckwalter Development Agreement and to amend the Concept Master Plan for Buckwalter Planned Unit Development, is to lessen the traffic impact on U.S. Hwy. 278 through the planned interconnection of a roadway network ("Connector Road") through the Buckwalter Tract from U.S. Hwy. 278 to the Bluffton Parkway. Accordingly, in consideration of the agreements contained herein, when the required eighty foot (80') right of way is made available, through grant of right of way easement, the Connector road shall be constructed from Hwy. 278 to the southern boundary line of Parcel C at the time of development of Parcel B (Phase 1). The construction of Phase 1 shall begin at the time a final development permit is issued for all or any portion of Parcel B. When the required eighty (80') foot right-of-way is made available, through the grant of right of way easement, the Connector Road shall be extended from the southern boundary line of Parcel C to the Bluffton Parkway at the time of development of Parcels A and C (Phase 2). The construction of Phase 2 shall begin at the time a final development permit is issued for all or any portion of Parcels A and C, provided that the Bluffton Parkway is realigned and constructed in accordance with Exhibit "C." The Connector Road shall consist of an eighty foot (80') right-of-way and include three twelve (12') foot lanes with an ten (10') foot pathway wherever possible as determined by the Town of Bluffton. The Connector Road shall be built by Indian Hills, its successors and/or assigns, in accordance with all applicable standards of the South Carolina Department of Transportation (SCDOT). The traffic signalization at the proposed road's intersection with U.S. Hwy. 278 and Bluffton Parkway shall be paid for by Willow Run or its successor. The owner(s) of the Willow Run Tract as described on Exhibit "A" shall have the right to construct access roads into the respective properties at locations agreed to by Indian Hills, the Town and other appropriate governmental entities as the case may be. The Woodbridge Tract shall also be given access to Bluffton Parkway at locations agreed to by University~~

Investments, the Town and the South Carolina Department of Transportation (SCDOT).”

- b. BCSD North-South Connector Obligation. At the time of the development of any portion of the School Facilities, the District shall design, engineer, develop and construct at its cost and expense a new intersection for U.S. Highway 278 and the North-South Connector from the intersection with U.S. Highway 278 to the Indian Hill Connection Point. The North-South Connector and the intersection shall be constructed in compliance with any and all applicable SCDOT, Beaufort County, and/or Town of Bluffton requirements, including but not limited to those set forth in the Development Agreement. Upon the completion of the North-South Connector and the School Facilities by the District, the District shall execute such documents necessary to publicly dedicate said portions of the North-South Connector to the Town and the Town shall accept the same, including any future maintenance requirements. Additionally, at the time of the development of any portion of the School Facilities, the District shall design and engineer the extension of the North-South Connector to the southern boundary of the Mooney Property, at its own cost and expense, and transfer such documents to the Town for future permitting.
- c. Town North-South Connector Obligation. The Town, at its discretion, shall design, engineer, develop and construct at its cost and expense that portion of the North-South Connector from the Indian Hill Connection Point to the 120’ relocatable Access Easement A.K.A Proposed Bluffton Parkway as shown on that certain plat prepared by Thomas & Hutton, dated December 11, 2014 and entitled “A Subdivision of A Portion of Parcel 5 Buckwalter Commercial Inc., Prepared for Inland Capital Management, LLC”, which is recorded in the Beaufort County Register of Deeds Office at Plat Book 140 at Page 11.
4. **Consistency With Comprehensive Plan.** The Town of Bluffton confirms that the matters contained herein are consistent with the Comprehensive Plan of the Town, and consistent with long-range traffic planning for the Town, wetland protection and other planning goals.
5. **Miscellaneous.** Except as expressly modified hereby, and as previously modified of record, the Development Agreement and Concept Plan for the Buckwalter Tract shall continue in full force and effect. By their signatures below, the parties hereto consent to this Amendment to the Development Agreement hereto.
6. **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.

7. **Execution.** This Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

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In Witness Whereof, the parties hereto, in and through their authorized representatives, have caused these instruments to be executed on their behalf effective the date first above written.

WITNESSES: TOWN OF BLUFFTON, SOUTH CAROLINA

By: _____

Its: _____

Attest: _____

STATE OF SOUTH CAROLINA)

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ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

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I, _____, Notary Public for South Carolina do hereby certify that _____ on behalf of 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 the ____ day of _____, 2024.

Notary Public for South Carolina

My Commission Expires: _____

WITNESSES:

UNIVERSITY INVESTMENTS, LLC., a
South Carolina Limited Liability Company

By: _____

Its: _____

STATE OF SOUTH CAROLINA)

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ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

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

Witness my hand and seal this the ____ day of _____, 2024.

Notary Public for South Carolina

My Commission Expires: _____

DISTRICT, a
WITNESSES:

BEAUFORT COUNTY SCHOOL

South Carolina Limited Liability Company

By: _____

Its: _____

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

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

Witness my hand and seal this the ___ day of _____, 2024.

Notary Public for South Carolina

My Commission Expires: _____

EXHIBIT A
Property Descriptions

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EXHIBIT B

North-South Connector Road Responsibility Map

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EXHIBIT C

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