



## Town Council Special Meeting

Tuesday, July 15, 2025 at 5:00 PM

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers,  
20 Bridge Street, Bluffton, SC

### AGENDA

This meeting can be viewed live on [BCTV](#), on Sparklight Channel 9 and 113 or on Spectrum Channel 1304.

#### I. CALL TO ORDER

#### II. PLEDGE OF ALLEGIANCE

#### III. PUBLIC COMMENT – PERTAINING TO AGENDA ITEMS ONLY

#### IV. FORMAL AGENDA ITEMS

1. A Request by Livewell Terrace L.P. (Woda Cooper Group), with Authorization from the Property Owner Beaufort Memorial Hospital, for the 100% Affordable/Workforce Housing Project to be known as Livewell Terrace Located at 335 Buckwalter Parkway and Identified as Beaufort County Tax Map No. R610 030 000 0712 0000. First Reading – Kevin Icard, Director of Growth Management

For the Following:

- A. Ordinance Approving the Acquisition of Residential Development Rights in the Amount of Sixty (60) Residential Dwelling Units ("RDUs") Owned by the Town of Bluffton and Held in the Town's Development Rights Bank Pursuant to the Transfer of Development Rights Ordinance; and
- B. Ordinance Approving an Amendment to the Buckwalter Planned Unit Development ("PUD") Development Agreement to Increase the Number of Residential Dwelling Units ("RDUs") by Sixty (60) Residential Dwelling Units ("RDUs") Associated with the 100% Density Bonus; and
- C. Ordinance to Approve an Amendment to the Buckwalter Planned Unit Development ("PUD") Concept Plan to Increase the Number of Residential Development Rights by Sixty (60) Residential Dwelling Units ("RDUs") Associated with the 100% Density Bonus.

#### V. ADJOURNMENT

*“FOIA Compliance – Public notification of this meeting has been published and posted in compliance with the Freedom of Information Act and the Town of Bluffton policies.”*

*In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Town of Bluffton will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. The Town of Bluffton Council Chambers are ADA compatible. Auditory accommodations are available. Any person requiring further accommodation should contact the Town of Bluffton ADA Coordinator at 843.706.4500 or [adacoordinator@townofbluffton.com](mailto:adacoordinator@townofbluffton.com) as soon as possible but no later than 48 hours before the scheduled event.*

*Executive Session – The public body may vote to go into executive session for any item identified for action on the agenda.*

*\*Please note that each member of the public may speak at one public comment session and a form must be filled out and given to the Town Clerk. To submit a public comment online, please click here:*

*<https://www.townofbluffton.sc.gov/FormCenter/Town-15/Public-Comment-60>*

*Public comment is limited to 3 minutes per speaker.*

# TOWN COUNCIL

STAFF REPORT  
Growth Management Department



<b>MEETING DATE:</b>	July 15, 2025
<b>PROJECT:</b>	<p>Consideration of requests by Livewell Terrace L.P. (Woda Cooper Group), with authorization from the Property Owner Beaufort Memorial Hospital, for the 100% affordable/workforce housing project to be known as Livewell Terrace located at 335 Buckwalter Parkway and identified as Beaufort County Tax Map No. R610 030 000 0712 0000 for the following:</p> <ul style="list-style-type: none"><li>A. Ordinance approving the acquisition of residential development rights in the amount of sixty (60) Residential Dwelling Units (“RDUs”) owned by the Town of Bluffton and held in the Town’s Development Rights Bank pursuant to the Transfer of Development Rights Ordinance;</li><li>B. Ordinance Approving an amendment to the Buckwalter Planned Unit Development (“PUD”) Development Agreement to increase the number of residential development rights by 60 RDUs associated with the 100% density bonus; and</li><li>C. Ordinance to approve an amendment to the Buckwalter Planned Unit Development (“PUD”) Concept Plan to increase the number of residential development rights by 60 RDUs associated with the 100% density bonus.</li></ul>
<b>PROJECT MANAGER:</b>	Kevin Icard, AICP Growth Management Director

**REQUEST:** Town Staff requests that Town Council consider First Reading of the Ordinances f for the 100% affordable/workforce housing project to be known as Livewell Terrace located at 335 Buckwalter Parkway and identified as Beaufort County Tax Map No. R610 030 000 0712 0000 (the “Properties”) for the following requests:

- A. Ordinance approving the acquisition of residential development rights in the amount of sixty (60) Residential Dwelling Units (“RDUs”) owned by the Town of Bluffton and held in

the Town's Development Rights Bank pursuant to the Transfer of Development Rights Ordinance (Attachment 1);

- B. Ordinance Approving an amendment to the Buckwalter Planned Unit Development ("PUD") Development Agreement to increase the number of residential development rights by 60 RDUs associated with the 100% density bonus (Attachment 2); and
- C. Ordinance to approve an amendment to the Buckwalter Planned Unit Development ("PUD") Concept Plan to increase the number of residential development rights by 60 RDUs associated with the 100% density bonus (Attachment 3).

**BACKGROUND:** Beaufort Memorial Hospital ("BMH") submitted a formal request (Attachment 1) to the Town of Bluffton Town Council to acquire 60 RDUs owned by the Town and held in the Town's Development Rights Bank (Attachment 2) which are associated with the Buckwalter Development Agreement at no cost via Transfer of Development Rights established by Town Ordinance 2007-19 (Attachment 3) ("TDR") to utilize for the construction of a 120 RDU multi-family development providing workforce and affordable housing as well as up to 6,000 square feet of medical facilities (the "Project") .

The subject property consists of 10.09 acres located at 335 Buckwalter Parkway and identified as Beaufort County Tax Map No. R610 030 000 0712 0000, (the "Property"). The Property and its associated 10.09 acres of general commercial development rights were initially sold by St. Andrew's by the Sea Methodist Church to Beaufort County pursuant to County Ordinance 2023-14 (Attachment 4) on May 8, 2024 for \$3.2 Million (Attachment 5). The County then approved Ordinance 2024-36 which was later revised by County Ordinance 2025-08 (Attachment 6) authorizing the County to convey the property to BMH as well as set forth certain provisions for the use of the property. BMH took ownership of the property on April 17, 2025 (Attachment 7).

In addition to the 60 RDUs requested from the Development Rights Bank, BMH is seeking a 100% density bonus of 60 RDUs as their development will consist of 100% workforce and affordable housing. Density Bonuses are allowed 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.”*

As the Buckwalter Development Agreement does not provide guidance on the approval of density bonuses, the Town determined that Unified Development Ordinance, Section 6.5.4.C (Attachment 8) identifying the incentive ranges for a qualified project which allows a 100% density bonus to projects providing 100% affordable housing 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%

The acquisition of 60 RDUs from the Town’s Development Rights Bank plus the 60 RDUs resulting from the approval of the density bonus will bring BMH’s holdings to 120 RDUs and 10.09 acres of general commercial development rights. BMH has agreed to transfer to the Town 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.

These requests are supported by The Blueprint Bluffton Comprehensive Plan which serves as the vision for the Town of Bluffton and its partners in successfully guiding future development and improvements to preserve the Town’s Lowcountry character and improve the quality of life. The plan provides an assessment of the current state of the Town, evaluates opportunities for public infrastructure investments and private development, and provides a roadmap for future decision making.

The State of South Carolina requires comprehensive plans to include nine topical sections and a tenth focused on implementation and priority investments. The Blueprint Bluffton plan assigns a broad goal for each section and a series of targeted objective statements to focus the plan’s recommendations. Section 5 Housing includes multiple objectives as it relates to Affordable and Workforce Housing.

**H1.4 States the following: Foster relationships with non-profit groups and developers to assist in the development, construction, and/ or purchase of affordable housing units.**

*Building housing affordability in a fast-growing and attractive community runs counter to the market. Therefore, communities like Bluffton, and its host of non-profits, developers*

*and other community actors, need to access resources to subsidize elements of the development process. This might relate to land costs, materials, permitting, construction, or entitlements. Because each market is different, the approach to building “affordability” is equally tailored. The Town has made significant progress in defining the local and regional needs and in identifying early policies and projects. The Town will continue to build relationships and serve as the facilitator for future deals through the Community Development Office of the Growth Management department.*

**H2.4 States the following: Incentivize private sector partners to develop diverse housing options within existing development agreements.**

*Bluffton is unique for its number of Planned Unit Developments (PUDs). A PUD allows development flexibility that improves design, permits a mix of certain uses, and helps preserve natural features. These agreements represent a negotiation outside of the traditional zoning and entitlement path where prospective developers present a master plan for development, access, use-mix, and other considerations. Most developments like these, are built over a decade or more. Over this period, the market can shift and the original plan may need to be amended. As PUD developers re-engage the Town with change requests, the Town can negotiate scaled improvements (affordable unit quotas, sidewalk or path connections, aesthetic improvements, etc.) to the overall plan. Through an ongoing discussion, the Town can ensure these communities continue to grow in a way that is both profitable for developers and helps the Town achieve its goals.*

Town Council expressed their support of the Project and acquisition of the 60 RDUs from the Town’s Development Rights Bank in a Resolution adopted on January 14, 2025 (Attachment 9) which and includes the following provisions to provide clarification on certain terms the Town will require moving forward:

1. The 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 is necessary.
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

Planning Commission held a Workshop on June 26, 2025 and provided the following comments on the requests:

1.

**REVIEW CRITERIA & ANALYSIS:** Following is an analysis of the criteria for each application. Due to the complexity of the numerous concurrent applications staffs has included the Applicant's response and our findings for each criteria.

**1. CONVEYANCE OF TOWN OWNED RESIDENTIAL DEVELOPMENT RIGHTS HELD IN THE TOWN'S DEVELOPMENT RIGHTS BANK**

Town Staff, Planning Commission and Town Council are required to consider the criteria set forth in the TDR Ordinance Section IV in assessing an application requesting Town owned development rights from the Town's Development Rights Bank as follows:

*After proper application, the Town may issue transferable Development Rights for such land and authorize their transfer in accordance with the section where the Town finds that issuance and transfer of the Development Rights will serve to implement the Comprehensive Plan. Factors and circumstances to be considered by the Town include, but are not limited to, moving Development Right Units or their or impacts away from waterways, alleviating crowded road conditions, decreasing impacts on schools, decreasing overall Town density, whether affordable housing will be promoted, the extent of the Mixed Use Development, and whether the Development Right Units are, in fact, usable where originally located. The Future Land Use Map and Official Map, when adopted, will be guiding/reference tools during the review process. If the application is premised on a Mixed Use Development, the Applicant must include public spaces, general and/or professional offices, retail, restaurant, hospitality, technology uses, residential units if integrated properly, government and/or civic uses, and similar uses. A Mixed Use Development must demonstrate a minimum of a Ten (10%)*

*percent trip generation reduction on both peak hour and total daily trips as compared to the Maximum Commercial Plan. Any Development Rights issued pursuant to this section shall not be used on the property from which they derive, but may be used on any land designated as a RZ consistent with the Comprehensive Plan. Nothing in this Ordinance would guarantee a one-to-one ratio of Transferred Density Units from Sending Zone to Receiving Zone.*

*Any Density Units that are transferred pursuant to this Ordinance are specifically excluded and are not entitled to utilize any by-right transfer or conversion or divisions into fractional shares provisions that may be found in the Development Agreement applicable to the Receiving Zone. Residential Units transferred to pursuant to this Ordinance may not be transferred from the specific receiving zone to other areas within the receiving PUD or converted to commercial, or visa versa, without express approval of the Town Council, after going through the process set out in this Ordinance.*

Further, the TDR Ordinance, Section VI, Development Rights Bank provides:

*The Town may, but is not obligated to, utilize the Development Right Units it holds in the Development Rights Bank for conservation, affordable housing, economic development, or any other lawful valid governmental purpose.*

Applicant Response: 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:

- a. 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.
- b. Units will be available to Beaufort County Memorial Hospital employees and any other persons seeking affordable housing.
- c. 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.

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

**Finding:** Staff concurs that the request meets the necessary criteria. Further, Section VI of the TDR Ordinance supports the request as it provides that:

*The Town may, but is not obligated to, utilize the Development Right Units it holds in the Development Rights Bank for conservation, affordable housing, economic development, or any other lawful valid governmental purpose.*

## 2. DENSITY BONUS

Density Bonuses are allowed 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.”*

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- d. All 120 affordable housing units to be developed in a single phase.
- e. Affordable housing units to be available to anyone looking for housing pursuant to SC Housing requirements.
- f. 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.

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

Finding: Staff finds that the request meets the requirements.

### 3. DEVELOPMENT AGREEMENT AMENDMENT

Development Agreement Amendments are governed by the South Carolina Code of Laws Development Agreement Act. Section 6-31-60 of the Act details what development agreement must provide, what it may provide, and that a major modification requires public notice and hearing as follows:

(A). A development agreement must include:

- (1). a legal description of the property subject to the agreement and the names of its legal and equitable property owners;
- (2). the duration of the agreement. However, the parties are not precluded from extending the termination date by mutual agreement or from entering into subsequent development agreements;
- (3). the development uses permitted on the property, including population densities and building intensities and height;
- (4). a description of public facilities that will service the development, including who provides the facilities, the date any new public facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development;
- (5). a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the development agreement;
- (6). a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity



of complying with the law governing the permitting requirements, conditions, terms, or restrictions;

- (7). a finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations;
  - (8). a description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and
  - (9). a description, where appropriate, of any provisions for the preservation and restoration of historic structures.
- (B). A development agreement may provide that the entire development or any phase of it be commenced or completed within a specified period of time. The development agreement must provide a development schedule including commencement dates and interim completion dates at no greater than five year intervals; provided, however, the failure to meet a commencement or completion date shall not, in and of itself, constitute a material breach of the development agreement pursuant to Section 6 31 90, but must be judged based upon the totality of the circumstances. The development agreement may include other defined performance standards to be met by the developer. If the developer requests a modification in the dates as set forth in the agreement and is able to demonstrate and establish that there is good cause to modify those dates, those dates must be modified by the local government. A major modification of the agreement may occur only after public notice and a public hearing by the local government.
- (C). If more than one local government is made party to an agreement, the agreement must specify which local government is responsible for the overall administration of the development agreement.
- (D). The development agreement also may cover any other matter not inconsistent with this chapter not prohibited by law.

**Applicant Response:** 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.

*Finding:* The proposed Buckwalter Development Agreement Amendment meets this requirement as the existing and is consistent with the elements of the Town of Bluffton Comprehensive Plan and regulations of the Buckwalter Development Agreement, as amended. The analysis of the proposed Concept Plan Amendment provides details of the request's compliance.

#### 4. CONCEPT PLAN AMENDMENT

Article 3, Section 3.8.3 of the Unified Development Ordinance provides the following review criteria:

a. **Promotion of and consistency with land use goals, environmental objectives and overall intent of the policies within the Comprehensive Plan.**

*Applicant Response:* 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.

i. **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. 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.

- ii. 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. 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. 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.
- iii. 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." 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 an environment that 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.
- iv. 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. 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.

- v. Housing Element. The Housing Element of the Comprehensive Plan seeks to ensure that every resident has decent, safe and affordable housing. 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.
- vi. 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. 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.
- vii. 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. The Applicant's 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.

- viii. 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. 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.
- ix. 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." 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.
- x. Priority Investments Element. The Priority Investments Element of the Comprehensive Plan encourages the realization of community priorities through consistent and responsible funding. 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.

Finding: Staff finds that the proposed Amendment is consistent with the Comprehensive Plan.

**b. Consistency with the intent of the Planned Unit Development Zoning District as prescribed in Article 4.**

Applicant Response: 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."

- i. Eligibility. The Owner submits that the proposed Amendment meets the required eligibility criteria as outlined below.
  1. 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.
  2. 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.
  3. 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.
  4. 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.
  5. Economic Development. The Applicant submits that the proposed Amendment will provide economic development consistent with the Comprehensive Plan as outlined in this Application.
- ii. 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.

- iii. **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.
- iv. **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.
- v. **Dimensional Requirements.** The Applicant submits that proposed Amendment will not cause deviations from the current standards for dimensional requirements..

**Finding:** Staff finds that the proposed Amendment is consistent with the Buckwalter PUD.

**c. Demonstration of innovative site planning techniques that improve the standards in other allowable Town Zoning Districts.**

**Applicant Response:** 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.

**Finding :** Staff finds that the request is in compliance with this criteria.

**d. Compatibility of proposed land uses, densities, traffic circulation and design with adjacent land uses and environmental features, as well as the character of the surrounding areas.**

**Applicant Response:**

- i. **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.

- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.

Finding: Staff finds that the request meets this criteria.

**e. Ability to be served by adequate public services, utilities, etc.**

Applicant Response: 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.

*Finding:* The Properties are within the existing Beaufort County Grande Oaks PUD. As part of the Buckwalter PUD approval process, letters of commitment to serve from the applicable utility providers and government entities are required. Therefore these commitment to serve letters which are incorporated into the existing PUD application fulfill this requirement.

f. **Conformance with adopted or accepted plans, policies, and practices of the Town.**

*Applicant Response:* 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. 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.

*Finding:* Staff finds that the application meets this requirement.

**SCHEDULE:** The proposed schedule for the applications is provided as Attachment 19.

**ATTACHMENTS:**

1. Conveyance of 60 RDUs from the Town's Development Rights Bank Ordinance
2. Density Bonus Ordinance

3. Buckwalter Development Agreement Ordinance
4. Buckwalter Concept Plan Amendment Ordinance
5. Application Submittal
6. Town of Bluffton Development Rights Bank Log
7. Town Ordinance 2007-19 Transfer of Development Rights
8. Beaufort County Ordinance 2023-14 Authorizing the Purchase of 335 Buckwalter Parkway
9. St Andrews by the Sea to Beaufort County Deed, Assignment, and Plat
10. Beaufort County Ordinances 2024-36 and 2025-08 Authorizing the Conveyance of 335 Buckwalter Parkway to BMH and Ordinance
11. Beaufort County to BMH Deed
12. Unified Development Ordinance, Article 6 Excerpt
13. Resolution of Support for Beaufort Memorial Hospital's 120 Residential Dwelling Unit Workforce/Affordable Housing and Medical Facility Project at 335 Buckwalter Parkway and acquisition of necessary residential development rights
14. Draft Schedule
15. Proposed Motions

**ATTACHMENT 1**  
**ORDINANCE NO. 2025-\_\_**

**TOWN OF BLUFFTON, SOUTH CAROLINA**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF SIXTY (60) RESIDENTIAL DEVELOPMENT RIGHTS WITHIN THE BUCKWALTER PLANNED UNIT DEVELOPMENT OWNED BY THE TOWN OF BLUFFTON AND HELD IN THE TOWN'S DEVELOPMENT RIGHTS BANK TO BEAUFORT MEMORIAL HOSPITAL FOR THE AFFORDABLE HOUSING PROJECT TO BE DEVELOPED ON THAT CERTAIN PROPERTY LOCATED AT 335 BUCKWALTER PARKWAY AND CONSISTING OF 10.09 ACRES, MORE OR LESS, AND IDENTIFIED AS BEAUFORT COUNTY TAX MAP NO. R610 030 000 0712 0000; AND, AUTHORIZING THE EXECUTION AND RECORDING OF ASSOCIATED DOCUMENTS.**

**WHEREAS**, the Town of Bluffton, South Carolina, (the "Town") presently owns certain development rights within the Buckwalter Planned Unit Development which are held in the Town's Development Rights Bank which was established by the Transfer of Development Rights Ordinance 2007-19 approved by Town Council on November 6, 2007 ("Town Owned Property"); and,

**WHEREAS**, Beaufort County ("County") conveyed certain property located at 333 and 335 Buckwalter Parkway consisting of 10.09 acres, bearing Beaufort County Tax Map No. R610 030 000 0712 0000 ("Property") and assigned the associated 10.09 acres of general commercial development rights to Beaufort Memorial Hospital ("BMH") for the construction of a 120 unit multi-family development providing affordable housing as well as up to 6,000 square feet of medical facilities (collectively hereinafter the "Project") pursuant to certain terms as set forth in County Ordinance 2024-36, as amended by County Ordinance 2025-08; and

**WHEREAS**, in order to construct the 120 multi-family unit portion of the Project, BMH must acquire 120 residential development rights ("RDUs"); 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 pursuant to the Transfer of Development Rights Ordinance and a purchase and sale agreement approved by Ordinance; and

**WHEREAS**, BMH also requested a 100% density bonus of 60 RDUs as 100% of the RDUs will be designated for affordable housing for households which qualify at up to 80% of the current Area Median Income ("AMI") requiring an amendment to the Development Agreement and Concept Plan to add the 60 RDUs to the total

RDUs allowed within Buckwalter PUD as well as incorporate additional terms as deemed necessary; and

**WHEREAS**, the Town recognizes the need for additional affordable housing within the Town; and

**WHEREAS**, throughout the 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 Bluffton Town Council ("Town Council") on November 8, 2022, as amended, identifies affordable housing as an Objective for the Town's focus per Sections H1.4 and Sections H2.4; and

**WHEREAS**, on \_\_\_\_\_, the Town of Bluffton Planning Commission held a Public Hearing and voted to forward to Town Council a recommendation of approval for the conveyance of 60 RDUs from the Town's Development Rights Bank; and

**WHEREAS**, the Town Council concurs with Planning Commission's recommendation; and

**WHEREAS**, the Town Council finds it to be in the Town's best interest to approve the conveyance of sixty (60) residential development rights to BMH at no cost pursuant to the Transfer of Development Rights Ordinance and Purchase and Sale Agreement, to be attached and incorporated as Exhibit A, and as further described herein.

**NOW, THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA:**

**SECTION 1. Conveyance of Town Owned Residential Development Rights.** Approval of the conveyance of sixty (60) residential development rights to BMH at no cost for use on that certain property consisting of 10.09 acres and identified as Beaufort County Tax Map No. R610 030 000 0712 0000 to BMH, Purchase and Sale Agreement, to be attached and incorporated as Exhibit A.

**SECTION 2. AUTHORIZATION FOR ADDITIONAL ACTIONS.** The Mayor, Town Manager, and Town Clerk are each hereby authorized to execute any and all

documents necessary to consummate the exchange, acceptance, transfer and conveyance of the property, easements and obligations including, without limitation, the delivery and recordation of an Assignment of Rights, to be attached and incorporated as Exhibit "B", which is to be recorded with the Office of the Register of Deeds for Beaufort County, South Carolina. The Town Manager is hereby authorized to pay such reasonable costs of the transaction as may be necessary.

**SECTION 3.** This ordinance shall become effective upon its final adoption.

**DONE, RATIFIED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

This Ordinance was read and passed at First Reading on \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
Marcia Hunter  
Clerk, Town of Bluffton, South Carolina

A Public Hearing for this Ordinance was held on \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
Marcia Hunter  
Clerk, Town of Bluffton, South Carolina

This Ordinance was passed at Second and Final Reading held  
on \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
Marcia Hunter  
Clerk, Town of Bluffton, South Carolina

**Exhibit "A"**  
**PURCHASE AND SALES AGREEMENT**

**Exhibit "B"**  
**ASSIGNMENT OF DEVELOPMENT RIGHTS**



**ATTACHMENT 2**  
**ORDINANCE NO. 2025-\_\_\_\_\_**

**AN ORDINANCE PROVIDING FOR AN AMENDMENT OF THE BUCKWALTER DEVELOPMENT AGREEMENT TO INCORPORATE CERTAIN PROPERTIES OWNED BY BEAUFORT MEMORIAL HOSPITAL, CONSISTING OF 10.9 ACRES, MORE OR LESS, LOCATED AT 333 AND 335 BUCKWALTER PARKWAY, AND BEARING BEAUFORT COUNTY TAX MAP NO. R610 030 000 0712 0000, TO PROVIDE FOR AN AFFORDABLE HOUSING DENSITY BONUS INCREASING THE TOTAL PERMITTED DEVELOPMENT RIGHTS BY 60 RESIDENTIAL DWELLING UNITS AND INCORPORATE CERTAIN TERMS TO THE BUCKWALTER DEVELOPMENT AGREEMENT**

**WHEREAS**, on April 19, 2000, the Town of Bluffton ("Town") enacted Ordinance No. 2000-03 adopting the Buckwalter Development Agreement ("Development Agreement") and Ordinance No. 2000-04 adopting the Buckwalter Concept Plan ("Concept Plan"); and

**WHEREAS**, concurrent with the entering into the Development Agreement on April 19, 2000, the Town annexed the Buckwalter Tract into the Town's corporate boundaries and approved Planned Unit Development ("PUD") zoning for the tract and the Concept Plan; and

**WHEREAS**, the Town has previously approved thirteen amendments to the Tract Development Agreement and Concept Plan to add and/or reallocate additional property and density thereto; and

**WHEREAS**, Beaufort County ("County") conveyed certain property located at 333 and 335 Buckwalter Parkway consisting of 10.09 acres, bearing Beaufort County Tax Map No. R610 030 000 0712 0000 ("Property") and assigned the associated 10.09 acres of general commercial development rights to Beaufort Memorial Hospital ("BMH") for the construction of a 120 unit multi-family development providing affordable housing as well as up to 6,000 square feet of medical facilities (collectively hereinafter the "Project") pursuant to certain terms as set forth in County Ordinance 2024-36, as amended by County Ordinance 2025-08; and

**WHEREAS**, in order to construct the 120 multi-family unit portion of the Project, BMH must acquire 120 residential development rights ("RDUs"); 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 requests a 100% density bonus of 60 RDUs as 100% of the RDUs will be designated for affordable housing for households which qualify at up to 80% of the current Area Median Income ("AMI") requiring an amendment to

the Development Agreement and Concept Plan to add the 60 RDUs to the total RDUs allowed within Buckwalter PUD as well as incorporate additional terms as deemed necessary; and

**WHEREAS**, the Town recognizes the need for additional affordable housing within the Town; and

**WHEREAS**, throughout the 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 Bluffton Town Council ("Town Council") on November 8, 2022, as amended, identifies affordable housing as an Objective for the Town's focus per Sections H1.4 and Sections H2.4; and

**WHEREAS**, Section XIII.3 of the Development Agreement allows density bonuses as an incentive for affordable housing; and

**WHEREAS**, on \_\_\_\_\_, the Town of Bluffton Planning Commission held a Public Hearing and voted to forward to Town Council a recommendation of approval for the 14<sup>th</sup> Amendment of the Development Agreement ("14<sup>th</sup> Amendment") request; and

**WHEREAS**, the Town Council concurs with Planning Commission's recommendation; and

**WHEREAS**, the Town Council finds it to be in the Town's best interest to approve the 14<sup>th</sup> Amendment as shown in Exhibit A attached hereto and incorporated herein by reference and as further described herein.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA**, in accordance with the foregoing, the Town hereby amends the Buckwalter Development Agreement in the following particulars:

1. The Development Agreement shall be amended in accordance with the terms and conditions of the Fourteenth Amendment to Development Agreement And Concept Plan attached hereto and incorporated herein as Exhibit A.
2. In the event of any conflict between the terms and conditions of the Development Agreement and the 14<sup>th</sup> Amendment, the terms and conditions of this 14<sup>th</sup> Amendment to the Development Agreement shall control and the Development Agreement shall be deemed amended to that extent.
3. All other terms and conditions of the Development Agreement, as amended,

shall not be changed or otherwise modified herein and are reaffirmed and remain unchanged.

4. This Ordinance shall take full force and effect upon final adoption by Town Council.

DONE, RATIFIED AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

This Ordinance was read and passed at first reading on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Larry Toomer, Mayor  
Town of Bluffton, South Carolina

\_\_\_\_\_  
Marcia Hunter  
Town of Bluffton, South Carolina

A public hearing was held on this Ordinance on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Larry Toomer, Mayor  
Town of Bluffton, South Carolina

\_\_\_\_\_  
Marcia Hunter, Town Clerk  
Town of Bluffton, South Carolina

This Ordinance was passed at second reading held on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Larry Toomer, Mayor  
Town of Bluffton, South Carolina

\_\_\_\_\_  
Marcia Hunter, Town Clerk  
Town of Bluffton, South Carolina

## Exhibit A

### 14<sup>th</sup> Amendment To Development Agreement And Concept Plan - Buckwalter Tract

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

**STATE OF SOUTH CAROLINA )**  
**)**  
**)**  
**)**  
**)**  
**COUNTY OF BEAUFORT**

# FOURTEENTH AMENDMENT TO DEVELOPMENT AGREEMENT AND CONCEPT PLAN BUCKWALTER TRACT

**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 ("**BMH**"); **collectively hereinafter the "Parties"**.

## RECITALS

**WHEREAS**, the Town and The Branigar Organization, Inc. executed and approved the Buckwalter Development Agreement ("**Development Agreement**"), dated April 19, 2000, and as 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, establishes the available residential development units ("RDUs") 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 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 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 RDUs to the 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 RDUs and 90 acres of General Commercial Density to the 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 RDUs to the 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 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 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 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 RDUs through Transfer of Development Rights Permit for Buckwalter Place Initial Master Plan to the 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 RDUs and 162 acres of General Commercial Density to the 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. **Twelfth Amendment.** Addition of 61.093 acres known as Saint Gregory the Great, executed on June 14, 2022, and recorded in the Beaufort County Register of Deeds in **Book 4157 at Page 250; and**
13. **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,** the Town of Bluffton (“Town”) recognizes the need for additional affordable housing within the Bluffton area; and

**WHEREAS,** BMH has a goal to provide workforce and affordable housing for both healthcare employees and the public, and provide additional medical services throughout Beaufort County; and the Town has expressed a desire to support the goal of establishing affordable and workforce housing within the Town; and

**WHEREAS,** throughout Beaufort County (“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 Bluffton Town Council (“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,** the 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 PUD and subject to the Development Agreement and Concept Plan, for the purpose of affordable housing ,said Property is more particularly described in Exhibit "A" attached hereto and made a part hereof; 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**, On April 17, 2025, the County conveyed the Property to BMH for the construction of a 120 unit multi-family development providing affordable housing as well as up to 6,000 square feet of medical facilities (collectively the “Project”) pursuant to certain terms as set forth in Beaufort County Ordinance 2024-36, as amended by County Ordinance 2025-08; and

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

**WHEREAS**, BMH has submitted a request to the Town to acquire 60 RDUs owned by the Town which are associated with Buckwalter PUD 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 requests a 100% density bonus of 60 RDUs as 100% of the RDUs will be designated for affordable housing for households which qualify up to 80% of the current Area Median Income (“AMI”) via an amendment to the Buckwalter Development Agreement and Concept Plan to add the 60 RDUs to the total RDUs allowed within Buckwalter PUD as well as incorporate additional terms as deemed necessary; and

**WHEREAS**, pursuant to Sec. XIII.3 of the Development Agreement density bonuses are allowed 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.”*; and

**WHEREAS**, as the Development Agreement does not provide guidance on the approval of density bonuses, the Town’s Unified Development Ordinance (“UDO”), 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**, pursuant to that certain resolution by the Town attached hereto as Exhibit "B" and made a part hereof, the Town has agreed to support the assignment of sixty (60) RDUs from the Town's Development Rights Bank for use on the Property; and

**WHEREAS**, it is the desire and intention of the Parties to enter into this Fourteenth Amendment to amend the Concept Plan to update the Density Summary Tables to reflect the additional RDUs contemplated herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties 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 and Concept Plan.** The Development Agreement and Concept Plan, as amended, is hereby further amended to add an additional sixty (60)RDUs to the overall residential density for the Buckwalter PUD only for use on the Property which result from a one hundred percent (100%) affordable housing density bonus pursuant to Section 6.5.4 of the UDO and Section XIII.3 of the Development Agreement. Notwithstanding anything otherwise contained in the Development Agreement or Concept Plan, the RDUs aforementioned allocated to the Property may not be transferred to any other piece, parcel or tract of land within the Buckwalter Tract or otherwise, and shall not be used for any other purpose than to construct affordable housing on the Property. This prohibition shall not apply to the transfer of RDUs development rights to the Town. The Conceptual Master Plan’s Density Summary Table is hereby amended to incorporate these additional RDUs which is provided as Exhibit "C" attached hereto and

incorporated herein.

- B. *Affordable Housing Provisions.* The residential component of the Property shall be restricted to use for Affordable Housing for thirty (30) years from the execution of this Fourteenth Amendment and memorialized through Affordable Housing Restrictive Covenants which shall be drafted prior to the issuance of any building permit, and upon review and approval by the Town Council, will be recorded with the in the ROD Bluffton prior to the issuance of any Certificate of Occupancy. Further, any future revisions to the said Affordable Housing Restrictive Covenants will require approval by the Town Council.
- C. *Undeveloped General Commercial Development Rights.* BMH shall transfer to the Town via an Assignment of Rights and Obligations Under Development Agreement recorded in the ROD, 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 upon the application for any building permit for said facility.
- D. *Residential Dwelling Units to Town.* If following the completion of the Project any number of RDUs are unused, then BMH shall automatically convey said RDUs to the Town. Any failure by BMH, or its successors or assigns, to adhere to any terms, conditions, requirements herein or any future covenants or restrictions as it relates to the use of the RDUs for affordable housing for the Project shall result in BMH automatically conveying any and all remaining RDUs not already used at the time of the non-compliance to the Town.

- 3. **Reaffirmation of Buckwalter Development Agreement, Concept Plan and Amendments Thereto.** The 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 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 Town's Comprehensive Plan and consistent with long range planning for the Town.

[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

\_\_\_\_\_, 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 \_\_\_\_\_,

Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

WITNESSES:

BEAUFORT MEMORIAL HOSPITAL

By: \_\_\_\_\_

Its: \_\_\_\_\_

SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, 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 \_\_\_\_\_,

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**

**Town of Bluffton 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:

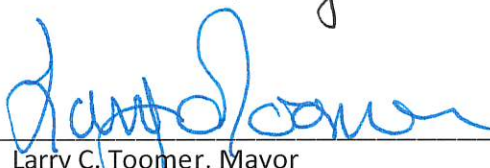
1. The 60 RDUs (60 RDUs plus 60 density bonus RDUs for a total of 120 RDUs) will be held in the Town of Bluffton’s Development Rights Bank until such time as their release and assignment from the Town to BMH as necessary to construct affordable housing up to 80% of the current Area Median Income (“AMI”).
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 14<sup>th</sup> day of January, 2025.

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

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

  
\_\_\_\_\_  
Marcia Hunter, Town Clerk  
Town of Bluffton, South Carolina



**Exhibit C**  
**Buckwalter Concept Plan**  
**Conceptual Master Plan**

**EXHIBIT “G” TO SUPPLEMENT**

**Concept Master Plan**

*(please see attached)*



**ATTACHMENT 3  
ORDINANCE NO. 2025-\_\_\_\_\_**

**AN ORDINANCE PROVIDING FOR AN AMENDMENT OF THE BUCKWALTER CONCEPT PLAN TO INCORPORATE CERTAIN PROPERTIES OWNED BY BEAUFORT MEMORIAL HOSPITAL, CONSISTING OF 10.9 ACRES, MORE OR LESS, LOCATED AT 333 AND 335 BUCKWALTER PARKWAY, AND BEARING BEAUFORT COUNTY TAX MAP NO. R610 030 000 0712 0000, TO PROVIDE FOR AN AFFORDABLE HOUSING DENSITY BONUS INCREASING THE TOTAL PERMITTED DEVELOPMENT RIGHTS BY 60 RESIDENTIAL DWELLING UNITS AND INCORPORATE CERTAIN TERMS TO THE BUCKWALTER CONCEPT PLAN**

**WHEREAS**, on April 19, 2000, the Town of Bluffton ("Town") enacted Ordinance No. 2000-03 adopting the Buckwalter Development Agreement ("Development Agreement") and Ordinance No. 2000-04 adopting the Buckwalter Concept Plan ("Concept Plan"); and

**WHEREAS**, concurrent with the entering into the Development Agreement on April 19, 2000, the Town annexed the Buckwalter Tract into the Town's corporate boundaries and approved Planned Unit Development ("PUD") zoning for the tract and the Concept Plan; and

**WHEREAS**, the Town has previously approved thirteen amendments to the Tract Development Agreement and Concept Plan to add and/or reallocate additional property and density thereto; and

**WHEREAS**, Beaufort County ("County") conveyed certain property located at 333 and 335 Buckwalter Parkway consisting of 10.09 acres, bearing Beaufort County Tax Map No. R610 030 000 0712 0000 ("Property") and assigned the associated 10.09 acres of general commercial development rights to Beaufort Memorial Hospital ("BMH") for the construction of a 120 unit multi-family development providing affordable housing as well as up to 6,000 square feet of medical facilities (collectively hereinafter the "Project") pursuant to certain terms as set forth in County Ordinance 2024-36, as amended by County Ordinance 2025-08; and

**WHEREAS**, in order to construct the 120 multi-family unit portion of the Project, BMH must acquire 120 residential development rights ("RDUs"); 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 requests a 100% density bonus of 60 RDUs as 100% of the RDUs will be designated for affordable housing for households which qualify at up to 80% of the current Area Median Income ("AMI") requiring an amendment to

the Development Agreement and Concept Plan to add the 60 RDUs to the total RDUs allowed within Buckwalter PUD as well as incorporate additional terms as deemed necessary; and

**WHEREAS**, the Town recognizes the need for additional affordable housing within the Town; and

**WHEREAS**, throughout the 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 Bluffton Town Council ("Town Council") on November 8, 2022, as amended, identifies affordable housing as an Objective for the Town's focus per Sections H1.4 and Sections H2.4; and

**WHEREAS**, Section XIII.3 of the Development Agreement allows density bonuses as an incentive for affordable housing; and

**WHEREAS**, on \_\_\_\_\_, the Town of Bluffton Planning Commission held a Public Hearing and voted to forward to Town Council a recommendation of approval for the 14<sup>th</sup> Amendment of the Concept Plan ("14<sup>th</sup> Amendment) request; and

**WHEREAS**, the Town Council concurs with Planning Commission's recommendation; and

**WHEREAS**, the Town Council finds it to be in the Town's best interest to approve the 14<sup>th</sup> Amendment as shown in Exhibit A attached hereto and incorporated herein by reference and as further described herein.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA**, in accordance with the foregoing, the Town hereby amends the Buckwalter Concept Plan in the following particulars:

1. The Concept Plan shall be amended in accordance with the terms and conditions of the Fourteenth Amendment to Development Agreement And Concept Plan attached hereto and incorporated herein as Exhibit A.
2. In the event of any conflict between the terms and conditions of the Concept Plan and the 14<sup>th</sup> Amendment, the terms and conditions of this 14<sup>th</sup> Amendment to the Development Agreement and Concept Plan shall control and the Development Agreement shall be deemed amended to that extent.
3. All other terms and conditions of the Concept Plan, as amended, shall not be changed or otherwise modified herein and are reaffirmed and remain unchanged.



4. This Ordinance shall take full force and effect upon final adoption by Town Council.

DONE, RATIFIED AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

This Ordinance was read and passed at first reading on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Larry Toomer, Mayor  
Town of Bluffton, South Carolina

\_\_\_\_\_  
Marcia Hunter  
Town of Bluffton, South Carolina

A public hearing was held on this Ordinance on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Larry Toomer, Mayor  
Town of Bluffton, South Carolina

\_\_\_\_\_  
Marcia Hunter, Town Clerk  
Town of Bluffton, South Carolina

This Ordinance was passed at second reading held on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Larry Toomer, Mayor  
Town of Bluffton, South Carolina

\_\_\_\_\_  
Marcia Hunter, Town Clerk  
Town of Bluffton, South Carolina

## Exhibit A

### 14<sup>th</sup> Amendment To Development Agreement And Concept Plan - Buckwalter Tract



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

**STATE OF SOUTH CAROLINA )**  
**)**  
**)**  
**)**  
**)**  
**COUNTY OF BEAUFORT**

# FOURTEENTH AMENDMENT TO DEVELOPMENT AGREEMENT AND CONCEPT PLAN BUCKWALTER TRACT

**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 ("**BMH**"); **collectively hereinafter the "Parties"**.

## RECITALS

**WHEREAS**, the Town and The Branigar Organization, Inc. executed and approved the Buckwalter Development Agreement ("**Development Agreement**"), dated April 19, 2000, and as 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, establishes the available residential development units ("RDUs") 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 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 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 RDUs to the 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 RDUs and 90 acres of General Commercial Density to the 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 RDUs to the 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 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 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 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 RDUs through Transfer of Development Rights Permit for Buckwalter Place Initial Master Plan to the 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 RDUs and 162 acres of General Commercial Density to the 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. **Twelfth Amendment.** Addition of 61.093 acres known as Saint Gregory the Great, executed on June 14, 2022, and recorded in the Beaufort County Register of Deeds in **Book 4157 at Page 250; and**
13. **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,** the Town of Bluffton (“Town”) recognizes the need for additional affordable housing within the Bluffton area; and

**WHEREAS,** BMH has a goal to provide workforce and affordable housing for both healthcare employees and the public, and provide additional medical services throughout Beaufort County; and the Town has expressed a desire to support the goal of establishing affordable and workforce housing within the Town; and

**WHEREAS,** throughout Beaufort County (“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 Bluffton Town Council (“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,** the 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 PUD and subject to the Development Agreement and Concept Plan, for the purpose of affordable housing ,said Property is more particularly described in Exhibit "A" attached hereto and made a part hereof; 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**, On April 17, 2025, the County conveyed the Property to BMH for the construction of a 120 unit multi-family development providing affordable housing as well as up to 6,000 square feet of medical facilities (collectively the “Project”) pursuant to certain terms as set forth in Beaufort County Ordinance 2024-36, as amended by County Ordinance 2025-08; and

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

**WHEREAS**, BMH has submitted a request to the Town to acquire 60 RDUs owned by the Town which are associated with Buckwalter PUD 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 requests a 100% density bonus of 60 RDUs as 100% of the RDUs will be designated for affordable housing for households which qualify up to 80% of the current Area Median Income (“AMI”) via an amendment to the Buckwalter Development Agreement and Concept Plan to add the 60 RDUs to the total RDUs allowed within Buckwalter PUD as well as incorporate additional terms as deemed necessary; and

**WHEREAS**, pursuant to Sec. XIII.3 of the Development Agreement density bonuses are allowed 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.”*; and

**WHEREAS**, as the Development Agreement does not provide guidance on the approval of density bonuses, the Town’s Unified Development Ordinance (“UDO”), 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**, pursuant to that certain resolution by the Town attached hereto as Exhibit "B" and made a part hereof, the Town has agreed to support the assignment of sixty (60) RDUs from the Town's Development Rights Bank for use on the Property; and

**WHEREAS**, it is the desire and intention of the Parties to enter into this Fourteenth Amendment to amend the Concept Plan to update the Density Summary Tables to reflect the additional RDUs contemplated herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties 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 and Concept Plan. The Development Agreement and Concept Plan, as amended, is hereby further amended to add an additional sixty (60)RDUs to the overall residential density for the Buckwalter PUD only for use on the Property which result from a one hundred percent (100%) affordable housing density bonus pursuant to Section 6.5.4 of the UDO and Section XIII.3 of the Development Agreement. Notwithstanding anything otherwise contained in the Development Agreement or Concept Plan, the RDUs aforementioned allocated to the Property may not be transferred to any other piece, parcel or tract of land within the Buckwalter Tract or otherwise, and shall not be used for any other purpose than to construct affordable housing on the Property. This prohibition shall not apply to the transfer of RDUs development rights to the Town. The Conceptual Master Plan’s Density Summary Table is hereby amended to incorporate these additional RDUs which is provided as Exhibit "C" attached hereto and

incorporated herein.

- B. *Affordable Housing Provisions.* The residential component of the Property shall be restricted to use for Affordable Housing for thirty (30) years from the execution of this Fourteenth Amendment and memorialized through Affordable Housing Restrictive Covenants which shall be drafted prior to the issuance of any building permit, and upon review and approval by the Town Council, will be recorded with the in the ROD Bluffton prior to the issuance of any Certificate of Occupancy. Further, any future revisions to the said Affordable Housing Restrictive Covenants will require approval by the Town Council.
- C. *Undeveloped General Commercial Development Rights.* BMH shall transfer to the Town via an Assignment of Rights and Obligations Under Development Agreement recorded in the ROD, 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 upon the application for any building permit for said facility.
- D. *Residential Dwelling Units to Town.* If following the completion of the Project any number of RDUs are unused, then BMH shall automatically convey said RDUs to the Town. Any failure by BMH, or its successors or assigns, to adhere to any terms, conditions, requirements herein or any future covenants or restrictions as it relates to the use of the RDUs for affordable housing for the Project shall result in BMH automatically conveying any and all remaining RDUs not already used at the time of the non-compliance to the Town.

- 3. **Reaffirmation of Buckwalter Development Agreement, Concept Plan and Amendments Thereto.** The 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 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 Town's Comprehensive Plan and consistent with long range planning for the Town.

[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

\_\_\_\_\_, 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 \_\_\_\_\_,

Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

WITNESSES:

BEAUFORT MEMORIAL HOSPITAL

By: \_\_\_\_\_

Its: \_\_\_\_\_

SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, 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 \_\_\_\_\_,

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**

**Town of Bluffton 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:

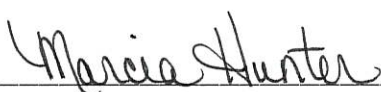
1. The 60 RDUs (60 RDUs plus 60 density bonus RDUs for a total of 120 RDUs) will be held in the Town of Bluffton’s Development Rights Bank until such time as their release and assignment from the Town to BMH as necessary to construct affordable housing up to 80% of the current Area Median Income (“AMI”).
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 14<sup>th</sup> day of January, 2025.

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

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

  
\_\_\_\_\_  
Marcia Hunter, Town Clerk  
Town of Bluffton, South Carolina



**Exhibit C**  
**Buckwalter Concept Plan**  
**Conceptual Master Plan**

**EXHIBIT “G” TO SUPPLEMENT**

**Concept Master Plan**

*(please see attached)*



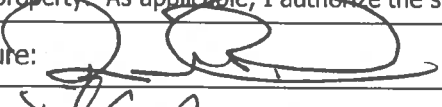
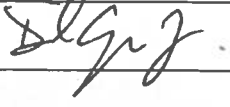






# **TOWN OF BLUFFTON DEVELOPMENT AGREEMENT APPLICATION**

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.			
<b>Note: A Pre-Application Meeting is required prior to Application submittal.</b>			
<b>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.</b>			
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](http://www.townofbluffton.sc.gov)  
[applicationfeedback@townofbluffton.com](mailto:applicationfeedback@townofbluffton.com)

Section 4. Item # 1.

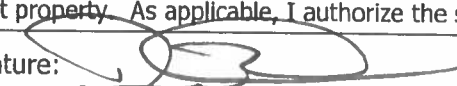

Applicant		Property Owner	
Name:	Livewell Terrace L.P.	Name:	Beaufort County Memorial Hospital
Phone:	614-396-3200	Phone:	843-522-5108
Mailing Address:	500 South Front Street Columbus, OH 43215	Mailing Address:	955 Ribaut Road Beaufort, SC 29902
E-mail:	aamstutz@wodagroup.com	E-mail:	Allison.Coppage@bmhsc.org
Town Business License # (if applicable):			
<b>Project Information</b>			
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			
<b>Minimum Requirements for Submittal</b>			
<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.			
<b>Note: A Pre-Application Meeting is required prior to Application submittal.</b>			
<b>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.</b>			
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	
<b>For Office Use</b>			
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](http://www.townofbluffton.sc.gov)  
[applicationfeedback@townofbluffton.com](mailto:applicationfeedback@townofbluffton.com)

Section 4. Item # 1.

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: <a href="mailto:aamstutz@wodagroup.com">aamstutz@wodagroup.com</a>		E-mail: <a href="mailto:Allison.Coppage@bmhsc.org">Allison.Coppage@bmhsc.org</a>	
Town Business License # (if applicable):			
Project Information			
Project Name: Livewell Terrace			
Development Rights Being Transferred:			
<b>Sending Zone:</b>		<b>Receiving Zone:</b>	
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.			
<b>Note: A Pre-Application Meeting is required prior to Application submittal.</b>			
<b>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.</b>			
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**”)<sup>1</sup>. This narrative is submitted to the Planning Commission and the Town Council for the Town of Bluffton, South Carolina (the “**Town**”) to explain the

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<sup>1</sup> 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 owner<sup>2</sup> (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**<sup>3</sup>.

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.<sup>4</sup> 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.<sup>5</sup> 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.<sup>6</sup>

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**”)<sup>7</sup> as described herein;
2. Approval of the Transfer of Development Rights described herein; and

<sup>2</sup> 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.

<sup>3</sup> See said boundary plat attached hereto as Exhibit “C” and made a part hereof.

<sup>4</sup> See Zoning Letter attached hereto as Exhibit “D” and made a part hereof.

<sup>5</sup> Attached hereto as Exhibit “E”.

<sup>6</sup> See letter attached hereto as Exhibit “F”.

<sup>7</sup> 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.*<sup>8</sup> 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.*<sup>9</sup> 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.<sup>10</sup> 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.*<sup>11</sup> 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

<sup>8</sup> See Element 1, Blueprint Bluffton Comprehensive Plan 2022, Page 29.

<sup>9</sup> See Element 2, Blueprint Bluffton Comprehensive Plan 2022, Page 47.

<sup>10</sup> See Element 2, Blueprint Bluffton Comprehensive Plan 2022, Page 47.

<sup>11</sup> 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.*<sup>12</sup> 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.*<sup>13</sup> 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.*<sup>14</sup> 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.*<sup>15</sup> The Applicant's

<sup>12</sup> See Element 4, Blueprint Bluffton Comprehensive Plan 2022, Page 75.

<sup>13</sup> See Element 5, Blueprint Bluffton Comprehensive Plan 2022, Page 95.

<sup>14</sup> See Element 5, Blueprint Bluffton Comprehensive Plan 2022, Page 109.

<sup>15</sup> 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.*<sup>16</sup> 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.*<sup>17</sup> 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.*<sup>18</sup> 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."<sup>19</sup>

<sup>16</sup> See Element 5, Blueprint Bluffton Comprehensive Plan 2022, Page 155.

<sup>17</sup> See Element 5, Blueprint Bluffton Comprehensive Plan 2022, Page 173.

<sup>18</sup> See Element 5, Blueprint Bluffton Comprehensive Plan 2022, Page 193.

<sup>19</sup> 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)

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PRINTED UNDER DIRECTION OF  
LEWIE GRIFFITH MERRITT  
CODE COMMISSIONER

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STATUTES AT LARGE  
LOCAL AND TEMPORARY LAWS—1966

[No. 1197]

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

No. 1197]

OF SOUTH CAROLINA  
LOCAL AND TEMPORARY LAWS—1966

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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;

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STATUTES AT LARGE  
LOCAL AND TEMPORARY LAWS—1966

[No. 1197]

(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.

No. 1198]

OF SOUTH CAROLINA  
LOCAL AND TEMPORARY LAWS--1966

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**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



Section 4. Item # 1.

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 )

LIMITED WARRANTY DEED

COUNTY OF BEAUFORT )

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**

60750287 v2

**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:**

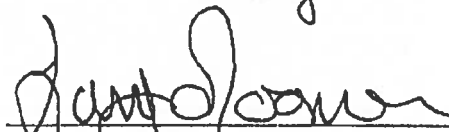
Town Council will support the Project and Beaufort Memorial Hospital's acquisition of 120 RDUs subject to the following conditions:

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.

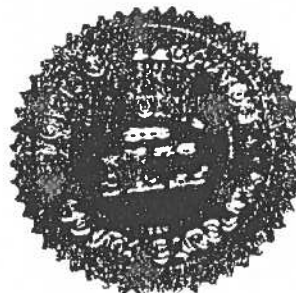
3. Affordable Housing Covenants shall be drafted and upon review and approval by the Town, will be recorded with the Beaufort County Register of Deeds and any future revisions will require approval by the Town Manager.
4. Use of the 120 RDUs, once assigned to BMH, shall be limited to the 10.09 acre property 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 14<sup>th</sup> day of January, 2025.

A public meeting was held on this Resolution on the 14<sup>th</sup> 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)*



**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](http://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](mailto:acastrillon@townofbluffton.com).

Sincerely,



Angie Castrillon  
Planner  
Growth Management Department  
843-706-7829 / [acastrillon@townofbluffton.com](mailto:acastrillon@townofbluffton.com)

**EXHIBIT “E” TO SUPPLEMENT  
Affordable Housing Restrictive Covenant**

*(please see attached)*





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: \_\_\_\_\_

The undersigned, Stephen Steese, as Town Manager of the Town of Bluffton, and Marcia Hunter as Town Clerk, hereby acknowledge this Restrictive Covenant (Affordable Housing Requirement) on behalf of the Town of Bluffton, South Carolina as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES:

TOWN OF BLUFFTON,  
a South Carolina Municipal Corporation

\_\_\_\_\_  
1st Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Stephen Steese, Town Manager

\_\_\_\_\_  
Second Witness/Notary Public  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Marcia Hunter, Town Clerk

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BEAUFORT         )

ACKNOWLEDGMENT

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

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

**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

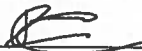
To Whom It May Concern,

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)*

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**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:**

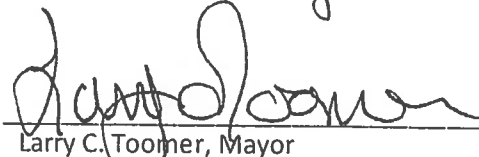
Town Council will support the Project and Beaufort Memorial Hospital’s acquisition of 120 RDUs subject to the following conditions:

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 14<sup>th</sup> day of January, 2025.

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

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

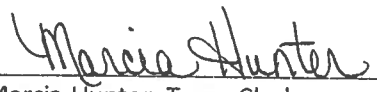
  
 Marcia Hunter, Town Clerk  
 Town of Bluffton, South Carolina



EXHIBIT “C”

Density Summary Table





Town of Bluffton  
Development Rights Bank Summary of Holdings

Method of Acquisition / Sale / Deposit / Withdrawal	Assignor/ Depositor	Assignee/ Authorized Deposit Withdrawal Entity(s)	Development Rights Transferred/ Deposited in Bank	Date of Assignment/ Deposit/ Withdrawal	Associated Development Agreement	Notes
Purchase of Bluffton Park Tract B-11	Trust for Public Land	Beaufort County/ Town of Bluffton	87 DU	December 4, 2007	Shultz Tract	Purchase of Bluffton Park Parcel B-11: Quinnco-D'Amico Shults, LLC assigned 87 DU for Parcel B-11 to the Trust for Public Land through an Assignment of Rights dated December 4, 2007 and recorded in Book 2660 Page 555. The Trust for Public Land then transferred Parcel B-11 and the 87 DU to Beaufort County and the Town of Bluffton. The 87 DU plus 100 DU Quinnco-D'Amico Shults, LLC assigned to the County were then extinguished by an Extinguishment, Termination, and Release of Development Rights on 12/11/2007 and recorded in Book 2660 Page 568.
Extinguishment of Density from Purchase of Bluffton Park Tract B-11	Beaufort County / Town of Bluffton	Beaufort County/ Town of Bluffton	(87) DU	December 5, 2007	Shultz Tract	Purchase of Bluffton Park Parcel B-11: Quinnco-D'Amico Shults, LLC assigned 87 DU for Parcel B-11 to the Trust for Public Land through an Assignment of Rights dated December 4, 2007 and recorded in Book 2660 Page 555. The Trust for Public Land then transferred Parcel B-11 and the 87 DU to Beaufort County and the Town of Bluffton. The 87 DU plus 100 DU Quinnco-D'Amico Shults, LLC assigned to the County were then extinguished by an Extinguishment, Termination, and Release of Development Rights on 12/11/2007 and recorded in Book 2660 Page 568.
Donation per Transfer of Development Rights Permit & Buckwalter Development Agreement 8th Amendment	Quinnco-D'Amico Shults, LLC	Town of Bluffton	81 DU	December 10, 2007	Shultz Tract	Donation per Transfer of Development Rights Permit & Buckwalter Development Agreement 8th Amendment: Quinnco-D'Amico Shults, LLC assigned 81 DU to the Town of Bluffton per the conditions of their Transfer of Development Rights Permit # TD.07.10.001 and the corresponding Buckwalter Development Agreement 8th Amendment which transferred density from the Shultz Tract PUD to the Buckwalter PUD.
Donation through Buckwalter Development Agreement 9th Amendment	Indian Hill Associates, LLC	Town of Bluffton	240 DU	February 25, 2008	None	Buckwalter Development Agreement 9th Amendment: The former Willow Run PUD Development Agreement allowed for 500 DUs with 260 transferring to Buckwalter upon approval of the Buckwalter Development Agreement 9th Amendment. The residual 240 Dus from the Willow Run DA were donated to the Town and are no longer associated with Buckwalter, Willow Run, or any other Town Development Agreement.
Donation through Buckwalter Development Agreement 9th Amendment	University Investments, LLC	Town of Bluffton	90 DU	February 25, 2008	Buckwalter	Buckwalter Development Agreement 9th Amendment: University Investments, LLC donated 90 DU to the Town's Density Bank per the terms of the Buckwalter Development Agreement 9th Amendment.
Donation per Transfer of Development Rights Permit & Buckwalter Development Agreement 8th Amendment	Quinnco-D'Amico Shults, LLC	Town of Bluffton	108 DU	October 21, 2008	Shultz Tract	Donation per Transfer of Development Rights Permit & Buckwalter Development Agreement 8th Amendment: Quinnco-D'Amico Shults, LLC assigned 108 DU to the Town of Bluffton per the conditions of their Transfer of Development Rights Permit # TD.07.10.001 and the corresponding Buckwalter Development Agreement 8th Amendment which transferred density from the Shultz Tract PUD to the Buckwalter PUD.
Donation through the Village at Verdier Development Agreement 1st Amendment	Security Bank of Kansas City	Town of Bluffton	83 DU	April 12, 2011	None	Village at Verdier Development Agreement 1st Amendment: The original Village at Verdier Development Agreement allowed 510 Dus which was reduced to 404 Dus as part of the 1st Amendment. Security Bank of Kansas City donated 83 Dus from the original DA to the Town's Development Rights Bank as part of the 1st Amendment. These Dus are no longer associated with the Village at Verdier or any other Town Development Agreement.
Donation per the Buckwalter Development Agreement 10th Amendment	Grandee Oaks, LLC	Town of Bluffton	12 DU	February 10, 2012	Buckwalter	Buckwalter Development Agreement 10th Amendment: Upon approval, execution and recording of the Buckwalter Development Agreement 10th Amendment, 12 DU will be transferred to the Density Bank per the terms of the Agreement.
Deposit Agreement with the Town of Bluffton	New Riverside, LLC	New Riverside, LLC / Palmetto Bluff, LLC	1,300 DU	January 16, 2013	New Riverside	Deposit Agreement with the Town of Bluffton: Allows for the transfer, deposit and withdrawal of 1,300 residential development units into the Town of Bluffton Development Rights Bank for future allocation to any areas within the New Riverside Land Use Master Plan most recently revised on September 4, 2012, the Concept Land Use Plan for Palmetto Bluff most recently revised on September 4, 2012, or in any other areas of the Town of Bluffton provided they are not transferred back into the Restricted Area, and such transfers are consistent with any other zoning or concept plan for such areas, if applicable.
Town purchase of property within Buckwalter Place	Parcel 6, LLC	Town of Bluffton	10 Acres General Commercial	March 25, 2013	Buckwalter	Purchase of 7.12 Acres Within Buckwalter Place: Parcel 6, LLC assigned 10 acres of general commercial development rights to the Town of Bluffton in conjunction with the Town's purchase of 7.12 acres within Buckwalter Place. Deed reference: Recorded in Book 3225 at Page 1673. Plat reference: Recorded in Plat Book 136 at Page 106.
Assignment accompanying sale of Town owned property within Buckwalter Place	Town of Bluffton	CareCore National, LLC d/b/a eviCore healthcare	(2.35) Acres General Commercial	May 11, 2016	Buckwalter	Assignment of Development Rights: upon eviCore Healthcare's purchase of Town owned property, the Town executed an Assignment of Development Rights transferring 2.35 acres of General Commercial for the undeveloped portion of the purchase area.
Donation of Development Rights Agreement Under Kent Estates Development Agreement	Colony Bank	Town of Bluffton	50,000 Sq Feet Commercial	February 9, 2016	None	Termination of Kent Estates Development Agreement (Book 3465 Page 1300) & Donation of Development Rights Agreement (Book 3465 Page 1319): The Town of Bluffton, Colony Bank (successors of New Leaf, LLC & Lowcountry Evergreen, LLC), & National Healthcare agreed to terminate the Kent Estates Development Agreement. In lieu of New Leaf, LLC & Lowcountry Evergreen, LLC's outstanding fees, Colony Bank agreed to donate the Development Rights previously owned by the former owners. As the property National Healthcare owned did not meet the minimum requirements for a Development Agreement, they agreed to the termination and donation of their development rights to the Town of Bluffton.
	National Healthcare		457 DU			
			69,000 Sq Feet Commercial			
Donation of Development Rights per Master Plan Amendment Approval	Shell Hall Land Acquisition, LLC	Town of Bluffton	13 DU	July 19, 2016	Buckwalter	Shell Hall Master Plan Amendment: Per the Shell Hall Master Plan Amendment approved September 8, 2015 the owners agreed to donate the 13 DUs which will not be developed to the Town. These Development Rights
Withdrawal from Development Rights Bank by Palmetto Bluff, LLC for the Palmetto Bluff Concept Plan per the Deposit Agreement	Palmetto Bluff, LLC	New Riverside, LLC / Palmetto Bluff, LLC	(1,080) DU	December 20, 2016	Palmetto Bluff	Deposit Agreement with the Town of Bluffton, Palmetto Bluff Development Agreement 4th amendment, Palmetto Bluff Concept Plan 1st Amendment, Palmetto Bluff Concept Plan 2nd Amendment, New Riverside Concept Plan 5th Amendment, & Assignment of Development Rights and Obligations Under Concept Plan (Book 3538 Page 3257): Palmetto Bluff withdrew and transfered 1,080 DUs owned and deposited by New Riverside, LLC into the Town's Development Rights Bank into the Palmetto Bluff Concept Plan pursuant to the aforementioned documents.
Withdrawal from Development Rights Bank by New Riverside, LLC for Parcel 4A-1 of New Riverside	New Riverside, LLC	Pritchard Farm, LLC	(113) DU	December 20, 2018	New Riverside	New Riverside, LLC withdrew and assigned 113 RDUs to Pritchard Farms, LLC for New Riverside Parcel 4A-1 on April 23, 2018 which was recorded on May 3, 2018 in Book 3664 at Page 1505.
Assignment accompanying previous sale of Town owned property within Buckwalter Place	Town of Bluffton	CareCore Properties, LLC	(6.44) Acres General Commercial	TBD	Buckwalter	Reserved for future Assignment of Development Rights: As part of the sale of Town owned property to eviCore, an assignment of 6.44 acres of General Commercial to CareCore Properties, LLC for their previous purchase of property, which was developed, was approved by Town Council. The allocation of these development rights are Parcel 1B1 - 1.66 acres General Commercial and Parcel 2 - 4.78 acres of General Commercial.
Withdrawal from Development Rights Bank by New Riverside, LLC for Parcel 4B-2 of New Riverside	New Riverside, LLC	Pritchard Farm, LLC	(107) DU	December 20, 2018	New Riverside	New Riverside, LLC withdrew and assigned 107 RDUs to MFH Land, LLC for New Riverside Parcel 4B-2 on December 19, 2018 which was recorded on December 20, 2018 in Book 3723 at Page 676.
Town purchase of property within Buckwalter Place	eviCore healthcare MSI, LLC	Town of Bluffton	2.35 Acres General Commercial	September 28, 2022	Buckwalter	Reacquisition of property and development rights previously sold to eviCore Healthcare MSI, LLC May 11, 2016.
TOTAL Town of Bluffton Owned Residential Dwelling Units (DU) Available in the Town of Bluffton Development Rights Bank:			1,084 DU <sup>1</sup>			
TOTAL Residential Dwelling Units (DU) Deposited in the Town of Bluffton Development Rights Bank for future withdrawal by New Riverside, LLC:			- DU			
TOTAL Town of Bluffton Owned Commercial Acres/Square Feet (SF) Available in the Town of Bluffton Density Bank:			119,000 Square Feet <sup>2</sup> 3.56 Acres General Commercial			

<sup>1</sup> The breakdown of these 1,084 DUs owned by the Town associated with Development Agreements are as follows: Shultz Tract Development Agreement - 189 DUs; and Buckwalter Development Agreement - 115 DUs. The remaining 780 DUs originated from a Development Agreement, but were removed from the respective Development Agreement's total approved development rights upon transfer to the Town.

<sup>2</sup> The 119,000 Square Feet originated from the Kent Estates Development Agreement which was later terminated and its associated development rights were donated to the Town.

## ORDINANCE NO. 2007-19

TOWN OF BLUFFTON, SOUTH CAROLINA  
ORDINANCE FOR THE TRANSFER OF DEVELOPMENT RIGHTS  
AND CREATION OF THE TOWN OF BLUFFTON  
DEVELOPMENT RIGHTS BANK

WHEREAS, the Town of Bluffton, South Carolina, is experiencing substantial growth, change, and development; and

WHEREAS, the Town Planning Staff and Town Planning Commission have undertaken to revise and update the Town's Comprehensive Plan and the updated Comprehensive Plan was approved on First Reading by Town Council on May 15, 2007 and was approved for final Second Reading approval and adoption on or before September 4, 2007; and

WHEREAS, the Southern Beaufort County Regional Plan encourages local governments, where appropriate, to adopt land use policies and regulations to encourage Mixed Used Development at higher intensity nodes which will result in reduced traffic and reduced vehicle miles traveled; and

WHEREAS, the Town finds this Ordinance will assist in the creation of affordable and workforce housing developed by the Town or privately; and

WHEREAS, the Town finds this Ordinance will assist, where appropriate, in promoting economic development; and

WHEREAS, the Town desires to create a transfer of density units process which will direct future growth in a logical, economical, and efficient manner away from those areas of the Town less suited for such growth, and toward those areas of the Town better suited to provide the public services and facilities necessary for such growth, and for the protection of

environmentally sensitive, historic and natural resources, and the health, safety and welfare of the general public; and

WHEREAS, the Town further desires to create a process to transfer Development Right Units which will assist and encourage private and public interests in reducing Development Right Units and reallocating development rights throughout the Town as is contemplated by the Comprehensive Plan; and

WHEREAS, the Town desires to provide a record of the transfers of Development Right Units and impose appropriate restrictions on the properties involved in such transfers; and

WHEREAS, on July 25, 2007, the Town Planning Commission recommended the adoption of this Ordinance; and

WHEREAS, the Town believes that the same will better ensure the health, safety and welfare of its citizens; and

NOW, in accordance with the foregoing, the Town hereby adopts this Transfer of Development Rights Ordinance and creates the Town of Bluffton Development Rights Bank.

**Section I: Findings.** The Town hereby makes the following findings:

1. Zoning classifications and/or Development Agreements allow land to be developed for residential, commercial, and other purposes.
2. Such development rights are identifiable, valuable, and severable from the parcel where initially permitted.
3. It is a desirable planning practice to permit the transfer of development rights from certain locations in the Town to other locations which can accommodate growth without increasing the overall amount of permitted development in the Town.

4. Issuance of development rights for a particular parcel of land and permitting their transfer to other more suitable land can serve to prevent further overburdening of public infrastructure and facilities.

5. In the process of permitting the transfer of development rights from one parcel to another, the public health, safety, and general welfare may be furthered by providing for the prevention of urban sprawl, and the preservation of open space, protection of important waters and environmentally sensitive areas, and other purposes which serve to implement the Comprehensive Plan.

6. Future growth will be directed by the Town of Bluffton Future Land Use Map, the Town of Bluffton Comprehensive Plan, and the Official Map, once adopted.

7. The Town desires to lower the overall number of Development Right Units and/or the intensity of development to ease the burden on infrastructure, schools, parks, open space, waters, and other necessary public services and facilities.

**Section II: Definitions.** Unless specifically defined below, all words, terms or phrases used in this article shall be ascribed the meaning which they have in the Town of Bluffton Zoning Ordinance and/or Development Standards Ordinance. The following words, terms and phrases when used in this article, have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

***Affordable Housing:*** Affordable housing is affordable to households whose members collectively earn 60% to 80% of the area median family income, adjusted for household size as defined by HUD.

***Certificate:*** A certificate of transferable Development Right Credits calculated and issued pursuant to this article.

***Comprehensive Plan:*** The document, and its amendments, adopted by the Town Council which meets the requirements of South Carolina Law.

***Density:*** The number of Development Right Units permissible within a given property.

***Development Right:*** A right that entitles an owner of real property to develop said property as may be recognized by the common law, statutory law, the United States or South Carolina constitution, the Town Code, the Comprehensive Plan or other applicable federal or state regulations.

***Development Right Credit:*** A Development Right Unit that has been severed from a property through the processes identified in this article and recognized by a Certificate of Transferable Development Right Credits.

***Development Right Unit:*** A Development Right Unit can be either residential or commercial. A residential unit equals one increment of housing designed and intended for residential use by one (1) family, whether a single-family residence, mobile home, or as part of a duplex, apartment, or condominium project. A commercial unit can be either per square foot or by acreage, depending on the Zoning District and/or Development Agreement.

***Economic Development:*** Development that meets Economic Development Goals of the Town of Bluffton Comprehensive Plan and features the following attributes:

- Wireless capacity that supports the designated project
- Mixed uses including commercial, retail, office and residential components
- Accessibility to and creation of public space and amenities

- Public infrastructure integrated to accommodate a dense environment
- Supports the business clusters identified by the Lowcountry Economic Network

***Mixed Use Development:*** An area of property where residential and commercial uses are grouped and mixed together in order to promote a live/work/shop/pray/play mixed use village concept to be patronized by the residents and general public.

***Receiving Zone or RZ:*** The area of property into which Development Right Credits may be transferred and/or Development Right Units may be increased. A Receiving Zone must be a specific Initial Master Plan or parcel of land.

***Rezoning:*** An amendment to the Zoning Map pursuant to the procedures and requirements of the Town Code for such amendments.

***Sending Zone or SZ:*** The area of property from which Development Right Credits may be severed and transferred.

***Town Code:*** The Code of Laws and Ordinances, Town of Bluffton, South Carolina, as the same may be amended.

***Transfer of Development Right Unit or TDU:*** A transfer of Development Right Units from an SZ to a RZ, an increase in Development Right Units to a RZ, or a deposit/withdrawal of Development Right Units into or from the Development Rights Bank, as governed by this article.

***Workforce Housing:*** Workforce housing is affordable to households whose members collectively earn 80% to 120% of the area median family income, adjusted for household size as defined by HUD.

**Section III: Establishment of Receiving Zones and Sending Zones.** Transfer of Development Rights is intended as one method of implementing the Town Comprehensive Plan,

permitting the transfer of Development Rights from one location to another where the associated development can be more appropriately accommodated. The transferring, or sending, location is designated as an SZ. The receiving location is designated as a RZ.

**Section IV: Circumstances Under Which Transfer of Development Rights May Be Allowed.** After proper application, the Town may issue transferable Development Rights for such land and authorize their transfer in accordance with the section where the Town finds that issuance and transfer of the Development Rights will serve to implement the Comprehensive Plan. Factors and circumstances to be considered by the Town include, but are not limited to, moving Development Right Units or their or impacts away from waterways, alleviating crowded road conditions, decreasing impacts on schools, decreasing overall Town density, whether affordable housing will be promoted, the extent of the Mixed Use Development, and whether the Development Right Units are, in fact, usable where originally located. The Future Land Use Map and Official Map, when adopted, will be guiding/reference tools during the review process. If the application is premised on a Mixed Use Development, the Applicant must include public spaces, general and/or professional offices, retail, restaurant, hospitality, technology uses, residential units if integrated properly, government and/or civic uses, and similar uses. A Mixed Use Development must demonstrate a minimum of a Ten (10%) percent trip generation reduction on both peak hour and total daily trips as compared to the Maximum Commercial Plan. Any Development Rights issued pursuant to this section shall not be used on the property from which they derive, but may be used on any land designated as a RZ consistent with the Comprehensive Plan. Nothing in this Ordinance would guarantee a one-to-one ratio of Transferred Density Units from Sending Zone to Receiving Zone.

Any Density Units that are transferred pursuant to this Ordinance are specifically excluded and are not entitled to utilize any by-right transfer or conversion or divisions into fractional shares provisions that may be found in the Development Agreement applicable to the Receiving Zone. Residential Units transferred to pursuant to this Ordinance may not be transferred from the specific receiving zone to other areas within the receiving PUD or converted to commercial, or visa versa, without express approval of the Town Council, after going through the process set out in this Ordinance.

**Section V: Approval Procedure.**

(1) ***Donations.*** A property owner desiring to donate Development Right Units to the Town shall notify the Town and fill out the required forms to complete the donated deposit into the Town Development Rights Bank.

(2) ***Application.*** A property owner desiring to obtain permission to transfer Development Right Units shall apply for issuance of a Transfer Permit. Such application shall be filed with the Town on a form requesting information as the Town may reasonably require, which shall include the following:

- (a) Name, address and telephone number of applicant and the applicant's agent, if any;
- (b) Legal description of the Sending Zone and/or Receiving Zone;
- (c) Map drawn to scale as determined by the Town showing existing land use on the Sending Zone and Receiving Zone and any existing streets, structures, water courses and easements within or adjacent to the property and/or other information as may be reasonably required by the Town;



(d) Statement identifying the existing zoning and/or development agreements on the Sending Zone and Receiving Zone;

(e) The number of Development Right Units requested to be transferred;

(f) Applicants ability and right to transfer;

(g) A narrative describing the reason for the transfer, the intended use of the Development Right Units, and how the transfer accomplishes the goals of the Town Comprehensive Plan, the Southern Beaufort County Regional Plan, and the intent of this Ordinance; and

(h) Such fee as the Town Council may by resolution establish.

(3) **Staff Review.** The Director shall circulate any application for review by appropriate Town Departments, and upon completion of such review shall forward the application to the Planning Commission for review.

(4) **Planning Commission Review.** The Planning Commission shall review the application, the comments of Town Staff, and, after public notice and hearings, shall make findings of fact and recommend the application to the Town Council for approval, approval with modifications or conditions, or denial.

(5) **Amendments of Development Agreements.** If Amendments of Development Agreements are involved, the application shall be reviewed by the Development Agreement Negotiating Committee prior to review by the Planning Commission.

(6) **Town Council Review.** The Town Council shall review the application and the findings and recommendation of the Planning Commission, and after notice and public hearing, shall approve, approve with modifications or conditions, or deny the application for a Transfer

Permit. Such approval shall be conditioned upon delivery to the Town of an executed grant of a Transfer Permit, as approved in the application or as specified by Town Council, and recording copies of the Transfer Permit in the deed records for Beaufort County, and may include other reasonable conditions including, but not limited to, rezoning related to the transfer and vacation or change to existing plats.

(7) ***Initiation by the Town.*** In addition to the foregoing procedures for initiation of a transfer of Development Rights by a property owner, the Town Council on its own motion may issue transferable Development Right Units to a given Receiving Zone. Such rights shall only be issued where the Town Council finds, after review by the Planning Commission and notice and hearing as required, that issuance and transfer of the Development Right Units will serve to implement the findings expressed herein and Comprehensive Plan.

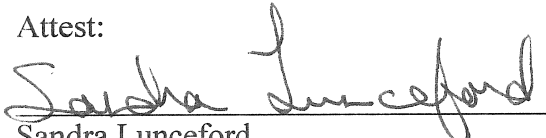
**Section VI: Development Rights Bank.** There is herewith established the Town of Bluffton Development Rights Bank. Any Development Right Units that are transferred pursuant to this Ordinance shall be deposited into and subsequently transferred from the Development Rights Bank. The Town has the right to receive donations of Density Units from any person or entity. The Town has the right to transfer Development Rights to a RZ upon proper application filed pursuant to this Ordinance. The Town has the right to hold indefinitely any Development Rights it possesses. The Town may, but is not obligated to, utilize the Development Right Units it holds in the Development Rights Bank for conservation, affordable housing, economic development, or any other lawful valid governmental purpose. A Development Right Unit deposited into the Development Rights Bank shall only be counted on a unit basis and no dollar value shall be assigned by the Town. Withdrawals from the Development Rights Bank shall be

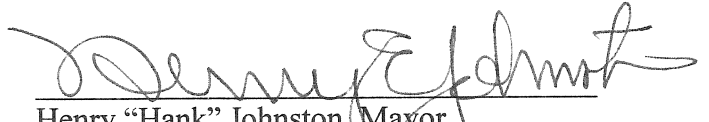
on any reasonable basis or value set by the Town. All deposits into and withdrawals from the Development Rights Bank shall be duly noted and recorded by the Town.

IT IS SO ORDAINED.

First reading by title only held on August 21, 2007.

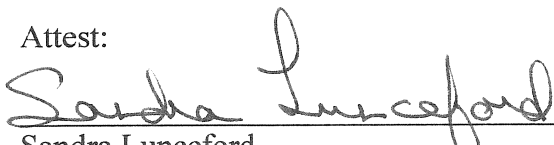
Attest:


  
Sandra Lunceford  
Clerk, Town of Bluffton, South Carolina

  
Henry "Hank" Johnston, Mayor  
Town of Bluffton, South Carolina

A public hearing was held on this Ordinance on November 6, 2007.


Attest:


  
Sandra Lunceford  
Clerk, Town of Bluffton, South Carolina

  
Henry "Hank" Johnston, Mayor  
Town of Bluffton, South Carolina

This Ordinance was passed at final and second reading on November 6, 2007.

Attest:

  
Sandra Lunceford  
Clerk, Town of Bluffton, South Carolina

  
Henry "Hank" Johnston, Mayor  
Town of Bluffton, South Carolina

## ORDINANCE 2023/14

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO PURCHASE AND TO FUND THE PURCHASE OF REAL PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY**

**WHEREAS**, Beaufort County ("County") recognizes that work force and affordable housing is a serious public health and safety concern throughout the County, which places stress on individual families and communities at large from a lack of diversity in neighborhoods, a separation of the workforce from workplaces, imbalances in educational opportunities and community amenities, adverse impacts on child development, and a higher incidence of violent crime that affect low-income neighborhoods; and

**WHEREAS**, the County has identified real property in the southern portion of Beaufort County located conveniently near grocery options, retail shopping, medical services, and multiple employment options, as well as public transit, which will further promote the County's goal of providing citizens with much needed work force and affordable housing; and

**WHEREAS**, the real property identified by the County includes a parcel consisting of approximately 10.09 acres with TMS No. R610 030 000 0712 0000 and an address of 333 and 335 Buckwalter Parkway; collectively hereinafter referred to as the "Property"; and

**WHEREAS**, the County has negotiated terms for the sale and purchase of the Property and the County agrees to purchase the Property below the fair market value in the amount of Three million Six Hundred Thousand (\$3,600,000) Dollars plus closing costs with funds from the General Fund-Fund Balance; and

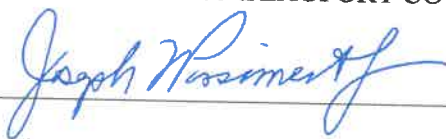
**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to purchase the Property in order to provide citizens of Beaufort County with work force and affordable housing.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, authorizing the County Administrator to execute the necessary documents and provide funding in the amount of \$3,600,000 plus closing costs as described above for the purchase of real property located at 333 & 335 Buckwalter Parkway.

DONE this 27th day of March 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_



Joseph Passiment, Chairman

ATTEST:



Sarah W. Brock, Clerk to Council

Third and Final Reading: March 27, 2023 / Vote 11:0

Public Hearing: March 13, 2023

Second Reading: March 13, 2023 / Vote 11:0

First Reading: February 27, 2023 / Vote 10:0

9 PB  
NC  
\*Gonzalez, Gibson  
Bf 10/24

Section 4. Item # 1.	
BEAUFORT COU	BK 4334 Pgs 3382-3390
2024022031	RED
05/16/2024	04:27:18 PM
REC'D BY pbaxley	RCPT# 1168888
RECORDING FEES \$0.00	

## Attachment 8

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

51849571 v1

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 A. 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

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.

AL this 8 day of May, 2021  
Judge H. L. Jones  
 Notary Public for South Carolina

**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, flowing 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](http://www.hhiumc.com)  
[standrewbythesea@gmail.com](mailto: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: \_\_\_\_\_

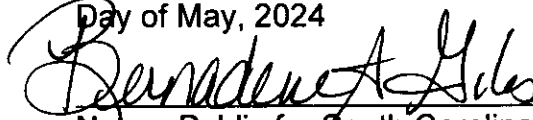
(b) Place the amount listed in item 5 above here: \_\_\_\_\_  
 (If no amount is listed, place zero here.)

(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. Clerk

Section 4. Item # 1.  
BEAUFORT CO  
BK 4334 Pgs 3391-3399  
2024022032 ASIGD  
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

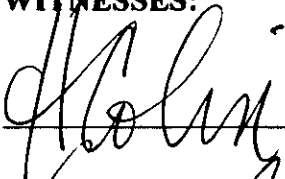
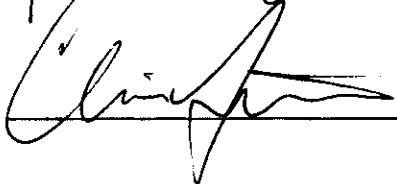
6. Binding Effect. This Partial Assignment and Assumption shall inure to the benefits of and be binding upon the respective parties hereto, their successors and assigns.
7. Governing Law. The within Partial Assumption shall be interpreted and constructed and conform to the laws of the State of South 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)**



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 15<sup>th</sup> day of May, 2024.

WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Stephen Steese, Town Manager

  
\_\_\_\_\_  
Marcia Hunter, Town Clerk

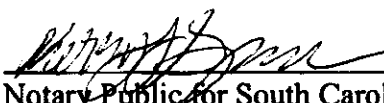
STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BEAUFORT        )

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 10<sup>th</sup> day of May, 2024.

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

Cheryl H. Harris  
Notary Public, State of South Carolina  
My Commission Expires August 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.

All that lot, piece or parcel of land lying and being situated at the Buckwater tract, Town of Bluffton, Beaufort County, South Carolina and more particularly described as follows: COMMENCING at an iron pipe being the northern property line of Parcel C6-A and the southern property line of Parcel C6-B Buckwater Commons, Having S C Grd Coordinates of N 1599699 1153, E 2026491 2149, BEING THE POINT AND PLACE OF COMMENCING AND THE POINT OF BEGINNING, thence running along a curve having a Radius of 7150.00', length 85.07', Chord Bearing N26°14'45", 85' to a concrete monument, thence running N27°40'01", 407.76' to a concrete monument, thence running along a curve having a Radius of 17600.00', length 696.62', Chord Bearing N16°19'40", 692.92' to an iron pipe, thence running S29°32'18", 38.29' to a point, thence running S03°11'04"E, 39.78' to a point, thence running S17°34'31"E, 44.53' to a point, thence running, S14°46'55"E, 26.21' to a point, thence running S26°26'13"E, 30.39' to a point, thence running S44°35'37"E, 17.89' to a point, thence running S15°35'39"E, 38.31' to a point, thence running S70°20'51"E, 26.82' to a point, thence running S03°36'20"E, 36.67' to a point, thence running S32°47'55"E, 33.94' to a point, thence running S32°45'26"E, 36.23' to a point, thence running S15°10'57"E, 34.32' to a point, thence running S03°47'05"E, 41.21' to a point, thence running S05°19'42"E, 32.86' to a point, thence running S68°55'22"E, 33.31' to a point, thence running S10°01'51"E, 37.02' to a point, thence running S10°01'51"E, 37.02' to a point, thence running S17°01'51"E, 19.61' to a point, thence running S56°44'37"E, 31.32' to a point, thence running S03°40'57"E, 40.93' to a point, thence running S22°10'15"E, 29.24' to a point, thence running S64°35'55"E, 39.88' to a point, thence running S35°58'59"E, 42.49' to a point, thence running S33°39'33"E, 38.14' to a point, thence running S42°01'19"E, 36.87' to a point, thence running S27°44'59"E, 43.51' to a point, thence running S33°06'42"E, 43.37' to a point, thence running S35°00'15"E, 49.41' to a point, thence running S46°10'20"E, 49.55' to a point, thence running S17°35'36"E, 40.40' to a point, thence running S25°17'55"E, 59.50' to a point, thence running S40°05'19"E, 62.38' to a point, thence running S10°01'30"E, 65.99' to a point, thence running S37°01'51"E, 37.02' to a point, thence running S35°21'44"E, 51.25' to an iron pipe, thence running N49°11'45"E, 149.15' to an iron pipe, thence running N69°58'22"E, 325.12' back to the POINT AND PLACE OF BEGINNING. SAID TRACT CONTAINING .439.533 square feet, or 10,090.473 square feet.

This is to certify that this map or plot and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA, ACSM and NSPS in 1999, and includes items 1-16 of Table A thereof. 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 Which Control Land Boundaries for ALTA/ACSM Land Title Surveys".

Signed Forrest P. Boughman, P.L.S. #4922

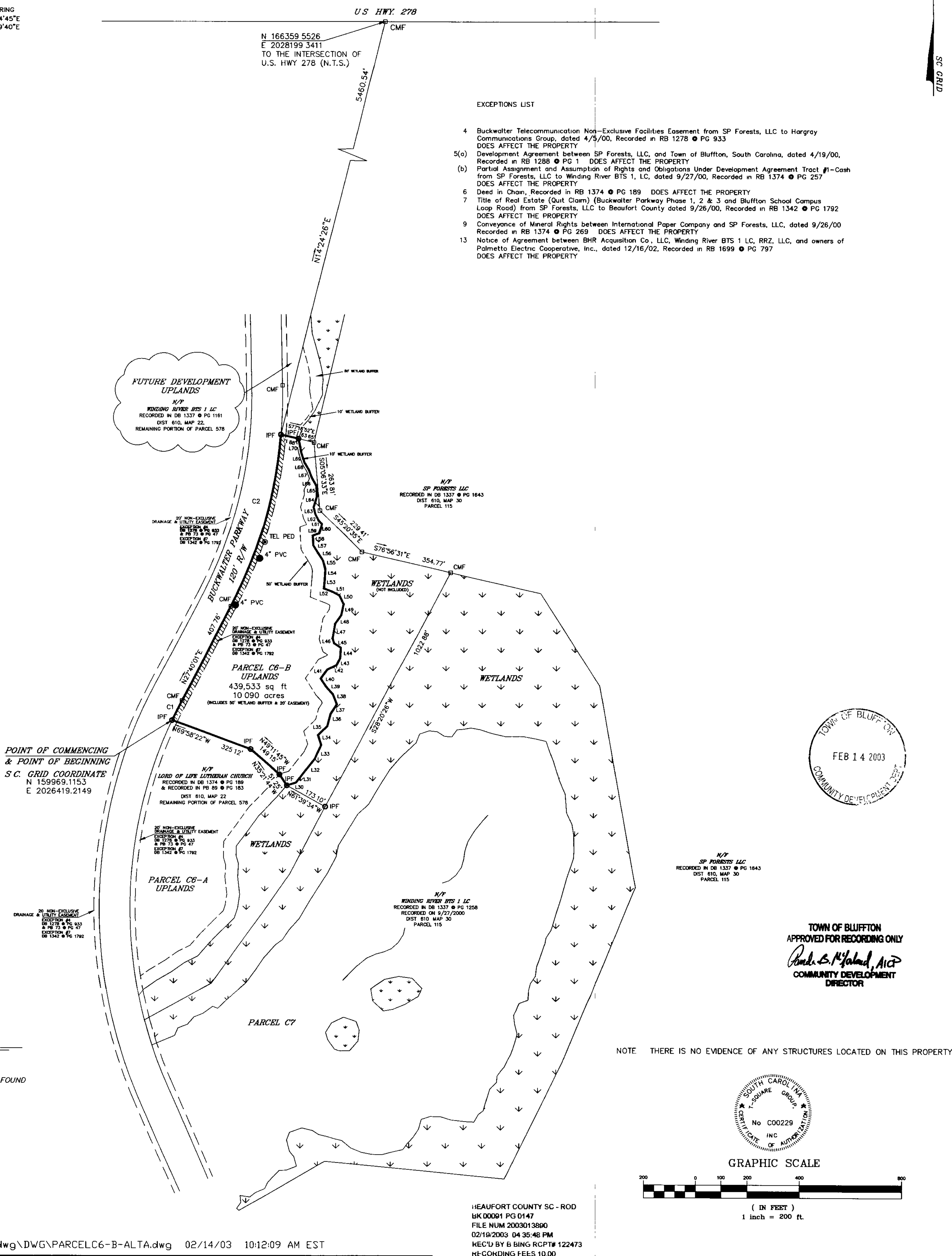
Date FEBRUARY 14, 2003

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	1715.00'	85.07'	85.06'	N26°14'45"E
C2	1760.00'	696.62'	692.08'	N16°19'40"E

LINE	LINE TABLE		BEARING
	LENGTH		
L30	37 40		S73°46'51"W
L31	55 29		S39°02'30"W
L32	62 38		S40°05'19"W
L33	59 50		S25°17'55"W
L34	40 40		S17°35'36"E
L35	49 55		S46°10'20"W
L36	49 41		S15°00'15"W
L37	43 37		S33°06'42"W
L38	43 51		S22°44'59"E
L39	36 87		S42°01'19"E
L40	38 14		S33°39'33"E
L41	42 49		S35°58'59"W
L42	39 88		S64°43'55"W
L43	29 24		S27°10'15"W
L44	40 93		S03°40'57"W
L45	31 32		S56°14'37"E
L46	19 61		S17°01'51"E
L47	57 30		S10°08'37"W
L48	40 02		S35°19'31"W
L49	43 12		S12°06'35"W
L50	37 92		S26°13'04"E
L51	31 67		S62°39'07"E
L52	33 31		S68°55'22"E
L53	32 86		S05°19'42"W
L54	41 21		S03°47'05"W
L55	34 32		S15°10'57"E
L56	36 23		S32°45'26"E
L57	33 94		S32°47'57"E
L58	38 67		S03°36'20"E
L59	26 82		S70°20'51"W
L60	38 31		S15°35'39"W
L61	17 89		S44°35'37"W
L62	30 39		S26°26'13"E
L63	26 21		S14°46'45"E
L64	44 53		S17°34'31"W
L65	39 78		S03°11'04"E
L66	38 29		S29°32'06"E
L67	31 90		S20°57'38"E
L68	32 95		S32°25'17"E
L69	41 51		S18°57'32"E
L70	52 35		S11°28'41"E

EXCEPTIONS LIST

- 4 Buckwater Telecommunication Non-Exclusive Facilities Easement from SP Forests, LLC to Hargrey Communications Group, dated 4/5/00, Recorded in RB 1278 ● PG 933  
DOES AFFECT THE PROPERTY
- 5(a) Development Agreement between SP Forests, LLC, and Town of Bluffton, South Carolina, dated 4/19/00, Recorded in RB 1288 ● PG 1 DOES AFFECT THE PROPERTY
- (b) Partial Assignment and Assumption of Rights and Obligations Under Development Agreement Track #1-Cash from SP Forests, LLC to Winding River BTS 1, LC, dated 9/27/00, Recorded in RB 1374 ● PG 257  
DOES AFFECT THE PROPERTY
- 6 Deed in Chain, Recorded in RB 1374 ● PG 189 DOES AFFECT THE PROPERTY
- 7 Deed of Real Estate (Quit Claim) (Buckwater Park Phase 1, 2 & 3 to Bluffton School Campus Loop Road) from SP Forests, LLC to Beaufort County dated 9/26/00, Recorded in RB 1342 ● PG 1792  
DOES AFFECT THE PROPERTY
- 9 Conveyance of Mineral Rights between International Paper Company and SP Forests, LLC, dated 9/26/00 Recorded in RB 1374 ● PG 269 DOES AFFECT THE PROPERTY
- 13 Notice of Agreement between BHR Acquisition Co., LLC, Winding River BTS 1 LC, RRZ, LLC, and owners of Triumf Electric Cooperative, Inc., dated 12/16/02, Recorded in RB 1699 ● PG 797  
DOES AFFECT THE PROPERTY



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

N/F  
SP FORESTS LLC  
RECORDED IN DB 1337 ● PG 1643  
DIST 610, MAP 30  
PARCEL 115

TOWN OF BLUFFTON  
APPROVED FOR RECORDING ONLY  
*Amber S. McFarland, AICP*  
COMMUNITY DEVELOPMENT  
DIRECTOR

BEAUFORT COUNTY SC - ROD  
BK 00091 PG 0147  
FILE NUM 2003013890  
02/18/2003 04:35:48 PM  
REC'D BY B BING RCPT# 122473  
RECORDING FEES 10.00

THE ABOVE PLAT PREPARED BY ME AT THE REQUEST OF

*SOUTH CAROLINA BANK AND TRUST*

A ALTA/ACSM LAND TITLE SURVEY OF PARCEL C6-B BUCKWALTER PARKWAY,  
THE NORTHERN 10.090 ACRES OF PARCEL C-1-A, PHASE 1,  
THE R R Z LLC TRACT, RECORDED ON 9/22/00, IN PB 76 @ PG 12,  
TOWN OF BLUFFTON. BEAUFORT COUNTY, SOUTH CAROLINA

DIST. 610. MAP 22. A PORTION OF PARCEL 578

NOTE: ACCORDING TO F.E.M.A. MAP NO. 450025 PANEL NO. 0085, SUFFIX 'D', MAP REVISION SEPTEMBER 29, 1986, THIS TRACT FALLS OUTSIDE THE 100 YEAR FLOOD HAZARD AREA IN FLOOD ZONE 'C'.

SPECIAL NOTE: THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, PROTECTIVE COVENANTS AND OTHER FACTS THAT MAY BE REVEALED BY A COMPLETE TITLE SEARCH.

REFERENCE PLAT  
A PLAT BY ME DATED 1/9/2003, PREPARED FOR  
BUCKWALTER COMMERCIAL INC.  
A CONCEPTUAL MASTER PLAN DATED 5/6/2002,  
PREPARED BY WOOD & PARTNERS INC.

DATE JANUARY 14, 2003

**T-SQUARE GROUP, INC.**  
PROFESSIONAL LAND SURVEYORS

P.O. Drawer 330  
139 Burnt Church Road  
Bluffton, S.C. 29910  
Phone 843-757-2650 Fax 843-757-5758

JOB No PARCEL C6-B-ALTA

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE,  
INFORMATION & BELIEF, THE SURVEY SHOWN HEREON  
WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF  
THE MINIMUM STANDARD, AND FOR THE PRACTICE OF  
LAND SURVEYING IN SOUTH CAROLINA, AND DOES NOT  
OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY  
AS SPECIFIED THEREIN.

ALSO, THERE ARE NO VISIBLE ENCROACHMENTS OR  
PROJECTIONS AFFECTING THE PROPERTY OTHER THAN  
THOSE INDICATED.

~~FORREST E. BAUGHMAN, PLS # 4922~~

STATE OF SOUTH CAROLINA  
REGISTERED LAND SURVEYOR  
No. 4922

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**ORDINANCE 2024/36****AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY REAL PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY FOR DEVELOPMENT OF WORKFORCE AND AFFORDABLE HOUSING AND MEDICAL FACILITIES; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, Beaufort County (“County”) recognizes that workforce and affordable housing is a serious public health and safety concern throughout the County, which places stress on individual families and communities at large from a lack of diversity in neighborhoods, a separation of the workforce from workplaces, imbalances in educational opportunities and community amenities, adverse impacts on child development, and a higher incidence of violent crime that affect low-income neighborhoods; and

**WHEREAS**, Beaufort Memorial Hospital (“BMH”) has a goal to provide workforce and affordable housing for both healthcare employees and the public, and provide additional medical services throughout the County; and the Town of Bluffton (“Town”) has expressed a desire to support the goal of establishing affordable and workforce housing in the Town; and

**WHEREAS**, the County has identified two parcels of real property, owned by the County, located in southern Beaufort County in the Town, the parcels collectively consist of approximately 10.1 acres with TMS No. R610 030 000 0712 0000, and with addresses of 333 and 335 Buckwalter Parkway; collectively hereinafter referred to as the “Property”. The Property is conveniently located near grocery options, retail shopping, medical services, and multiple employment options, as well as public transit, which will further promote the County’s goal of providing citizens with much needed workforce and affordable housing and improved access to healthcare; and

**WHEREAS**, the County desires to support BMH and the Town’s goals by conveying the Property to BMH for One and 00/100 (\$1.00) Dollars for the purpose of developing workforce and affordable housing, and developing medical facilities to increase access to healthcare and medical in the area; and

**WHEREAS**, the County will 1) ensure the conveyance of the Property is contingent on the Town approving the issuing of the necessary approvals and the residential dwelling units for the development of workforce and affordable housing on the Property; 2) place contractual obligations on BMH to ensure that the residential housing constructed on the Property is dedicated to workforce and affordable housing; 3) place contractual obligations on BMH to ensure that a maximum of 6,000 sq ft of medical facilities will be constructed on the Property and the maximum number of residential housing units will be constructed on the remaining Property; 4) place contractual obligations on BMH to ensure that development of the Property commences within three (3) years of the conveyance of the property; and 5) ensure the conveying deed for the Property shall include terms restricting the use of the Property to the purposes stated herein otherwise the Property, including all infrastructure thereon, shall revert back to the County; and

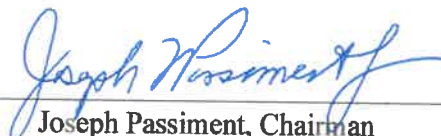
**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to convey the Property to BMH to develop workforce and affordable housing as well as improved access to healthcare.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, authorizes the County Administrator to execute the necessary documents to convey the real property located at 333 & 335 Buckwalter Parkway for development of workforce and affordable housing and medical facilities pursuant to the terms and conditions described above.



DONE this 23rd day of September 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:   
Joseph Passiment, Chairman

ATTEST:

  
Sarah W. Brock, Clerk to Council

First Reading: August 26, 2024 / 11:0

Second Reading: September 9, 2024 / 11:0

Public Hearing: September 9, 2024

Third and Final Reading: September 23, 2024 / 11:0

## ORDINANCE 2025/08

### AN ORDINANCE TO AMEND ORDINANCE 2024/36 AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY REAL PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY FOR DEVELOPMENT OF WORKFORCE AND AFFORDABLE HOUSING AND MEDICAL FACILITIES; AND OTHER MATTERS RELATED THERETO

**WHEREAS**, Beaufort County (“County”) recognizes that workforce and affordable housing is a serious public health and safety concern throughout the County, which places stress on individual families and communities at large from a lack of diversity in neighborhoods, a separation of the workforce from workplaces, imbalances in educational opportunities and community amenities, adverse impacts on child development, and a higher incidence of violent crime that affect low-income neighborhoods; and

**WHEREAS**, Beaufort Memorial Hospital (“BMH”) has a goal to provide workforce and affordable housing for both healthcare employees and the public, and provide additional medical services throughout the County; and the Town of Bluffton (“Town”) has expressed a desire to support the goal of establishing affordable and workforce housing in the Town; and

**WHEREAS**, the County has identified two parcels of real property, owned by the County, located in southern Beaufort County in the Town, the parcels collectively consist of approximately 10.1 acres with TMS No. R610 030 000 0712 0000, and with addresses of 333 and 335 Buckwalter Parkway; collectively hereinafter referred to as the “Property”. The Property is conveniently located near grocery options, retail shopping, medical services, and multiple employment options, as well as public transit, which will further promote the County’s goal of providing citizens with much needed workforce and affordable housing and improved access to healthcare; and

**WHEREAS**, the County desires to support BMH and the Town’s goals by conveying the Property to BMH for One and 00/100 (\$1.00) Dollars for the purpose of developing workforce and affordable housing, and developing medical facilities to increase access to healthcare and medical in the area; and

**WHEREAS**, the County will 1) ensure the conveyance of the Property is contingent on the Town approving the issuing of the necessary approvals and the residential dwelling units for the development of workforce and affordable housing on the Property; 2) place contractual obligations on BMH to ensure that the residential housing constructed on the Property is dedicated to workforce and affordable housing; 3) place contractual obligations on BMH to ensure that a maximum of 6,000 sq ft of medical facilities will be constructed on the Property and the maximum number of residential housing units will be constructed on the remaining Property; 4) place contractual obligations on BMH to ensure that development of the Property commences within three (3) years of the conveyance of the property; and ~~5) ensure the conveying deed for the Property shall include terms restricting the use of the Property to the purposes stated herein otherwise the Property, including all infrastructure thereon, shall revert back to the County;~~ 5) ensure the conveying deed for the Property shall include terms restricting the use of the Property to the above-described Workforce housing and medical facilities for a period of thirty (30) years; and 6) ensure that if, at any time during the thirty-year period the Property ceases to be used for the above-described Workforce housing and medical facilities, the County shall have the options of (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) rescinding the covenants and restrictions affecting the Property 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; and

**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 BMH to develop workforce and affordable housing as well as improved access to healthcare.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, authorizes the County Administrator to execute the necessary documents to convey the real property located at 333 & 335 Buckwalter Parkway for development of workforce and affordable housing and medical facilities pursuant to the terms and conditions described above.

DONE this 10<sup>th</sup> day of March 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: Alice G. Howard  
Alice Howard, Chairman

ATTEST:

Sarah W. Brock  
Sarah W. Brock, Clerk to Council

First Reading: January 27, 2025 / 10:0

Second Reading: February 10, 2025 / 9:0

Public Hearing: March 10, 2025

Third Reading: March 10, 2025 / 11:0

11  
15 PB  
Howell Gibson

# Attachment 10

Section 4. Item # 1.	
BEAUFORT COUNTY	
BK 4423 Pgs 1991-2001	
2025017744 RED	
04/17/2025 04:43:23 PM	
REC'D BY pbaxley RCPT# 1202614	
RECORDING FEES \$15.00	

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

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

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

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

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

## LIMITED WARRANTY DEED

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

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

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

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

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

Reviewed by Beaufort County



Legal Department

60750287 v2

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

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

**NOW, THEREFORE,**

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

**SEE EXHIBIT "B" ATTACHED**

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

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

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

WITNESSES:

Dylan Kidd

Print Name:

T. Bender

Print Name:

GRANTOR

Michael R. Moore

Michael R. Moore  
Beaufort County Administrator

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

ACKNOWLEDGEMENT

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

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

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

**EXHIBIT A**

**TOWN OF BLUFFTON TOWN COUNCIL RESOLUTION**

**ATTACHMENT 1****RESOLUTION****TOWN OF BLUFFTON, SOUTH CAROLINA****A RESOLUTION OF SUPPORT FOR BEAUFORT MEMORIAL HOSPITAL'S ("BMH") 120  
RESIDENTIAL DWELLING UNIT AFFORDABLE HOUSING AND MEDICAL FACILITY PROJECT AT  
335 BUCKWALTER PARKWAY AND ACQUISITION OF NECESSARY  
RESIDENTIAL DEVELOPMENT RIGHTS**

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

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

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

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

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

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

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

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



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

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

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

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

; and

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

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


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

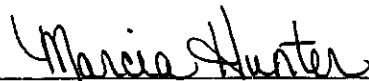
1. The 60 RDUs (60 RDUs plus 60 density bonus RDUs for a total of 120 RDUs) will be held in the Town of Bluffton's Development Rights Bank until such time as their release and assignment from the Town to BMH as necessary to construct affordable housing up to 80% of the current Area Median Income ("AMI").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

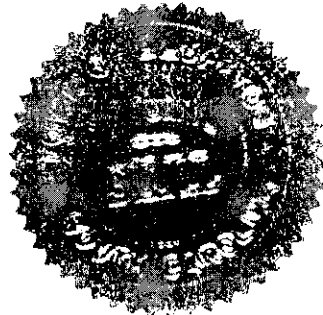
3. Affordable Housing Covenants shall be drafted and upon review and approval by the Town, will be recorded with the Beaufort County Register of Deeds and any future revisions will require approval by the Town Manager.
4. Use of the 120 RDUs, once assigned to BMH, shall be limited to the 10.09 acre property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

DONE AND ACCEPTED the 14<sup>th</sup> day of January, 2025.

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

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

  
Marcia Hunter, Town Clerk  
Town of Bluffton, South Carolina



**EXHIBIT B****PROPERTY DESCRIPTION**

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

**TMS No. R610 030 000 0712 0000**

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

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

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

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

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

**EXHIBIT C****COVENANTS, CONDITIONS AND RESTRICTIONS**

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

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

STATE OF SOUTH CAROLINA   )  
COUNTY OF BEAUFORT        )

### AFFIDAVIT


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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is known as:
3. Check one of the following: The deed is
  - (a)\_\_\_\_\_subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b)\_\_\_\_\_subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c)X\_\_\_\_\_exempt from the deed recording fee because (see Information section of affidavit): 12-24-40 (sub-sections 1 & 2).  
 (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
  - (a)\_\_\_\_\_The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_.
  - (b)\_\_\_\_\_The fee is computed on the fair market value of the realty which is \_\_\_\_\_
  - (c)\_\_\_\_\_The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check Yes\_\_\_ or No\_\_\_ to the following: A lien or encumbrance existed on The land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes,"
6. The deed recording fee is computed as follows:
  - (a)Place the amount listed in item 4 above here: \_\_\_\_\_

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

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

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

  
 Thomas A. Bendle, Jr.  
 Attorney for Beaufort County

SWORN to before me this 10<sup>th</sup>  
 Day of April, 2025

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



Introduction  
1

Administration  
2

Application  
Process  
3

Zoning  
Districts  
4

Design  
Standards  
5

Sustainable  
Development  
Incentives  
6

Nonconformities  
7

Penalties &  
Enforcement  
8

Definitions &  
Interpretation  
9

# Article 6

## Sustainable Development Incentives





## 6.1 Introduction and the Growth Framework Map

### 6.1.1 Intent

The Town strives to provide a sustainable, environmentally conscious, and business friendly community. In this regard, the intent of this Article is to provide applicants options and incentives to integrate sustainable growth principles for neighborhood development and building construction, as well as promote workforce/affordable housing goals.

A portion of this Section is facilitated through the use of a [Growth Framework Map](#) which sets forth a land use vision that assumes that growth should be sustainable as stated in the Town of Bluffton [Comprehensive Plan](#). The [Growth Framework Map](#) is structured to suggest patterns of growth into "place types" that are intended to result in a growth pattern that respects the Town's natural resources, historic fabric, diverse housing, access to nature, mixed-use activity centers, street network and neighborhood structure. Place types are made up of centers and edges with varying degrees of residential and non-residential intensity. Centers consist of locations where a range of uses and density establishes context and character. Edges are either natural (such as a wetland, lake, or coastal marsh) or man-made such as a highway, parkway, or utility easements.

The Town of Bluffton recognizes that a growth framework is necessary to prepare for a more compact and sustainable future. The Town further recognizes that certain areas are best suited for a more intense land development scenario while other areas are more suited for a lower intensity of land use. To effectively and efficiently provide public services, attract desired investment, protect property values, and protect key natural resources, this growth framework is vital as the Town of Bluffton increases in population.

### 6.1.2 Applicability

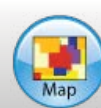
This Article shall apply to all development or redevelopment located within a Place Type as designated on the [Growth Framework Map](#), as adopted herein, and/or located within an already existing neighborhood as defined in the Town's [Comprehensive Plan](#). Each application shall be judged on its own merit and the request for approval of Sustainable Development Incentives defined herein, shall be made at the time the applicable application is submitted.

The [Growth Framework Map](#) shall serve as a guiding document to facilitate preferred growth scenarios and is composed of the following Place Types:

- A. **Rural Crossroads:** Located at the intersection of two or more rural roads, the Rural Crossroads provide a small amount of locally serving retail in a rural context. Generally, rural crossroads should have a distinct boundary from nearby agricultural uses or the natural environment;
- B. **Hamlet:** Located in less urbanized areas, Hamlets typically exist at the edge of rural and developed areas. A Hamlet is made up on a single center with a small retail area and is surrounded by sparsely developed residential areas and rural businesses. The retail area and surrounding residential area of the hamlet transitions into agricultural areas or natural settings;
- C. **Village:** Located in highly developed areas or those areas to be developed, a Village consists of a single center surrounded by compact, complete and connected neighborhoods providing support for a mixed-use area with moderate intensity. The mixed-use development occurs at the intersection of larger neighborhoods and along corridor connecting multiple neighborhoods; and







- D. **Town Center:** Located in the most intensely developed areas or those areas to be intensely developed, Town Centers consist of compact, complete, and highly connected neighborhoods that support a larger, most intense mixed-use development condition. Buildings within the Town Center are usually larger, attached, and may be up to five stories in height.

### 6.1.3 Approval Authority

Sustainable Development Incentives, as described herein, shall be determined and approved by Town Council, unless approval authority is delegated to Town Manager through Town Council Resolution.

### 6.1.4 Calculation of Fee(s), Refund(s), Waiver(s)

Sustainable Development Incentives shall be calculated as described in this Article using the Master Fee Schedule and/or applicable Development Agreement in effect at the time the application requesting Sustainable Development Incentives is determined complete by the UDO Administrator. Refund(s), as described in this Article, refer to fees paid by the applicant for the application requested prior to approval of incentives. Waiver(s), as described in this Article, refer to future fees applicable to the application that the approval authority has determined are no longer due as part of the overall approved incentives.

## 6.2 Design Parameters

The following land use scenarios and development characteristics shall apply to development and/or redevelopment within the place type designations as illustrated on the [Growth Framework Map](#). Further, as applicable per the below Table, [Article 4, Zoning Districts](#) shall serve as a baseline for implementation.

Table 6.2: Design Parameters				
	Rural Crossroads	Hamlet	Village	Town Center
Activity Mix	Retail, Service, Agricultural, Community/Civic Use	Retail, Service, Residential, Agricultural, Community/Civic Use	Retail, Service, Residential, Community/Civic Use	Retail, Service, Residential, Community/Civic Use
Mix of Uses	Horizontal Mixed Use	Horizontal Mixed Use	Horizontal and Vertical Mixed Use	Horizontal and Vertical Mixed Use
Character of Buildings	Detached Residential, Agricultural Buildings, Other Detached Buildings	Detached Residential, Agricultural Buildings, Other Detached Buildings	Attached and Detached Residential Buildings, Attached and Detached Non-Residential Buildings	Mostly Attached Buildings
Place Type Scale	Size: 0.5-5 acres	Size: 6-80 acres	Size: 160+ acres	Size: 200+ acres
Zoning District Allocation	0-10% AG 20-50% RG 30-80% RMU	0-20% RMU 20-50% RG 30-70% NC	10-30% RG, NG-HD 20-60% NC, NCE-HD 10-30% GM	5-10% RG, NG-HD 30-70% NC, NCE-HD 30-70% GM





## 6.3 Sustainable Neighborhood Design

### 6.3.1 Intent

The intent of this Section is to incentivize sustainable neighborhood design and development through the implementation of Smart Growth Principles within in the Town of Bluffton.

### 6.3.2 Applicability

This Section shall apply to applicable applications for development and/or redevelopment within the Place Types identified on the [Growth Framework Map](#). The application shall meet the criteria identified herein.

### 6.3.3 Standards

In order to meet the minimum threshold for qualification for incentives as described in [Section 6.3.4](#), a development and/or redevelopment project must score a minimum of 15 out of a total of 20 points from the following criteria:

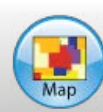
#### A. Redevelopment Site (Total 3 Points)

1. Redevelopment Site: Reuse of previously developed site results in a reduction of more than 15% of impervious surface coverage (1 points).
2. Historic Buildings: Preservation, renovation and / or adaptive reuse of a Contributing Structure (1 point)
3. Infill Development: Small infill development that meets all of the following requirements (1 point):
  - a. Project is located within an area of Bluffton with existing infrastructure and utilities;
  - b. Project is not part of five or more contiguous vacant lots in a subdivision;
  - c. Project's residential density is in accordance with the base zoning specifications, and is at a gross density not less than four units per gross acre; and
  - d. Project does not exceed two thousand five hundred (2,750) square feet in any residential unit, excluding space allocated to porches, carports, garages, and other accessory structures.

#### B. Compact, Complete, and Connected Development (Total 3 Points)

1. Diversity of Uses Planned within an Integrated Access System: Diversification of land use that meets all of the following requirements (1 point):
  - a. Diversity of non-residential land use types (retail, office, institutional, civic) in addition to residential; and
  - b. Diversity of residential building types.
2. Pedestrian System: A connected pedestrian system that meets all of the following requirements (1 point):
  - a. Dedicated off-street paths / trail system and/or bikeways are provided in addition to required sidewalks to abutting neighborhoods; and
  - b. Provision of pedestrian amenities such as street trees, wider sidewalks, pedestrian-scale lighting, special paving, benches, etc.





3. Lowcountry Architecture Vernacular: All proposed structures meet the Old Town architectural requirements of [Article 5, Design Standards](#) (1 point).

#### C. Environmental Sustainability (Total 6 Points)

1. Dedicated Stream Restoration or Wetland Creation or Restoration: Restoration or creation of a dedicated stream or wetland (1 point).
2. Native Plants: Utilize at least 80% of native plants (1 point).
3. Tree Mitigation: Provide tree replanting plan that provides 120% of minimum required plantings. If property cannot sustainably support the tree planting a fee in lieu shall be paid into the Town of Bluffton Tree Bank as prescribed in [Article 5, Design Standards](#) (1 point).
4. Save Trees above 20 inches Minimum Caliper: Protect 50% of all hardwood trees 20 inches minimum caliper DBH (1 point).
5. Exceed Minimum Riparian Buffer Requirements: Provide an additional 25 feet of dedicated buffer in excess of minimum requirements provided in [Article 5, Design Standards](#). (1 point).
6. Exceed Minimum Wetland Buffer Requirements: Provide an additional 25 feet of dedicated wetland buffer in excess of minimum standards as defined by the South Carolina Department of Health and Environmental Control – Office of Critical Resource Management (1 point).

#### D. Water Conservation / Efficiency / Management (Total 3 Points)

1. Installation of Greywater System: Provide a greywater system (1 point).
2. Rainwater Harvesting System: Provide a rainwater harvesting system that meet all of the following requirements (1 point):
  - a. Collect and make use of water runoff from minimum 50% of roof area; and
  - b. Provide storage system and monitoring device and maintenance / management program.
3. Water-Permeable Walkways: Provide water-permeable walkways that meet all of the following requirements (1 point):
  - a. Use water-permeable materials in 50% or more of pathways; and
  - b. Provide maintenance program.

#### E. Energy Efficiency (Total 3 Points)

1. Light Pollution Reduction: install sensors or timers on all exterior site lighting fixtures including signage (1 point).
2. Solar Orientation: Orient at least 50% of structures in a manner to make available solar strategies (1 point)
3. Reduce Heat-Island Effect of Paving: Use light-colored or high albedo materials and/or porous paving with a minimum Solar Reflective Index of 0.6 or over for at least 50% of the site hardscape (1 point).

#### F. Operations and Maintenance Education (Total 2 Points)

1. Home Owner Association (HOA) Documents: Require sustainability of green site features and long-term maintenance requirements in HOA documents as recorded with the Office of the Register of Deeds of Beaufort County. (1 point).

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2. Maintenance Manual for Owner / HOA / Manager: Provide a manual that includes information on how to maintain the green features of the site, including paving materials, landscaping maintenance, stormwater management maintenance, and encourages additional green activities such as recycling, gardening, etc. This Manual shall be recorded with the Office of the Register of Deeds of Beaufort County. (1 point)

#### 6.3.4 Incentives

- A. Upon Town of Bluffton approval, any new development and/or redevelopment application is eligible for the incentives described herein. Incentives may be provided for the following application and/or development agreement fee types:
  1. Master Plan Application;
  2. Development Plan Application;
  3. Subdivision Plan Application;
  4. Development Agreement Application; and
  5. Development Agreement Fees:
    - a. Interim Development Agreement Fee; and/or
    - b. Boat Ramp Repair Fund Fee.
- B. As applicable, the Town of Bluffton may issue an application and/or development agreement fee reduction for the application types identified in [Section 6.3.4.A](#), based upon the following schedule:
  1. 15-19 points: Town of Bluffton shall provide a 25% fee reduction; or
  2. 20 points: Town of Bluffton may provide a 50% fee reduction.

### 6.4 Sustainable Building Design

#### 6.4.1 Intent

The intent of this Section is to incentivize sustainable building design and construction through the implementation of Smart Growth principles within the Town of Bluffton.

#### 6.4.2 Applicability

This Section shall apply to applicable applications for building construction that is located within a place type or existing neighborhood as designated on the [Growth Framework Map](#) or specified in the Town's [Comprehensive Plan](#). The application shall meet the criteria identified herein.

#### 6.4.3 Standards

The most recent standards of the United States Green Building Council Leadership in Energy and Environmental Design (LEED) program LEED program or other similar national or state program as approved by the UDO Administrator for buildings shall serve as the standards of this Section.

#### 6.4.4 Incentives

Upon Town of Bluffton approval, any habitable building demonstrating LEED or similarly approved certification may be eligible for a Building Permit/Plan Check rebate based upon the following schedule, except that any third party plan check review fees shall be exempt from this Section:





- A. LEED Certified or similar rating: Town of Bluffton shall provide a 20% fee rebate;
- B. LEED Silver Certified or similar rating: Town of Bluffton may provide a 30% fee rebate;
- C. LEED Gold Certified or similar rating: Town of Bluffton may provide a 40% fee rebate; or
- D. LEED Platinum Certified or similar rating: Town of Bluffton may provide a 50% fee rebate.

## 6.5 Workforce/Affordable Housing

### 6.5.1 Intent

The intent of this Section is to implement the Town's Workforce/Affordable Housing Goals as identified in the [Comprehensive Plan](#) by providing incentives that will result in the provision of housing that is affordable to low and moderate-income families.

### 6.5.2 Applicability

This Section shall apply to applicable applications for the development of workforce/affordable housing units that are located within a place type and/or existing neighborhood as designated on the [Growth Framework Map](#) specified in the Town's [Comprehensive Plan](#), or having an approved Neighborhood Plan. The application shall meet the criteria identified herein.

### 6.5.3 Standards

#### A. General Standards.

1. The development must contain residential uses, of which at least 20% of the total number of dwelling units shall qualify as workforce/affordable housing pursuant to this Section. A mixture of housing types as well as uses is encouraged to be integrated throughout the development.
2. If market rate units are included in the project, workforce/affordable housing units shall be mixed with and not clustered together or segregated in any way from the market-rate units.
3. If the Development Plan contains a phasing plan, the phasing plan shall provide for the development of a proportion of the workforce/affordable housing units equal to the market rate units being developed as part of the phase. No phasing plan shall provide that the affordable housing units built are the last units in the project.
4. The exterior appearance of the affordable housing units in the project shall be made similar to the market-rate units by the provision of exterior building materials and finishes substantially the same in type and quality.

#### B. Specific Standards.

1. Prior to the submittal of the applicable application for incentive described in [Section 6.5.4](#), a workforce/affordable housing plan must be submitted to the Town of Bluffton for approval. The plan shall contain, at a minimum, the following information:
  - a. A general description of the entire development, including whether the development will contain owner-occupied or rental units, or both;
  - b. The total number and type of market-rate units and workforce/affordable housing units in the development;







- c. The number of bedrooms in each market-rate unit and each workforce/affordable unit;
  - d. The square footage of each market-rate unit and each workforce/affordable housing unit;
  - e. The location within any multi-family residential structure and any single-family residential development of each workforce/affordable housing unit;
  - f. The proposed ownership of workforce/affordable housing units shall be described in detail; and
  - g. Any commitment by local, state, or federal entity shall be identified.
2. The provisions of this Ordinance shall apply to the development and use of the property.
  3. All workforce/affordable housing units shall be marketed to the public in the same manner as the market-rate units.
  4. Owner-occupied workforce/affordable housing shall meet the following criteria:
    - a. **Eligibility.** Sale of owner-occupied workforce/affordable housing units is limited to individuals and families earning no more than 100% of the gross Area Median Income (AMI) for Beaufort County, as published annually by the U.S. Department of Housing and Urban Development and adjusted for household size. The workforce/affordable housing unit shall serve as the owner's primary residence for the duration of ownership or until the deed restrictions required by this Section have expired.
    - b. **Eligibility determination process.** Prospective buyers of new workforce/affordable housing units shall be screened and determined eligible by an individual or agency approved by the Town of Bluffton to make such eligibility determinations prior to closing. Prior to closing on a new workforce/affordable housing unit, the approved individual or agency determining eligibility shall submit an affidavit to the Town of Bluffton that sets forth the sale price and verifies the unit will be occupied by persons qualified pursuant to the requirements of this Section, in addition to any other information deemed appropriate and necessary by the UDO Administrator.
    - c. **Maximum housing cost.** The monthly mortgage payments shall include principal, interest, property taxes, homeowner insurance, private mortgage insurance, maintenance costs, and condominium or homeowners association fees, and shall total no more than 35% of the buyer's gross monthly household income.
    - d. **Closing costs and related fees.** The buyer of a workforce/affordable housing unit shall not pay more in closing costs than is reasonable and customary as approved by the Town of Bluffton. Buyer and seller, in accordance with their contractual obligations, shall pay reasonable and customary real estate commissions. It is reasonable and customary that the seller pays a commission to his/her real estate broker, who then shares the commission with the cooperating real estate broker representing the buyer.





- e. **Term of affordability.** Resale of workforce/affordable housing units shall be limited by deed restriction to the original sales price, adjusted for inflation, and to a purchaser eligible, as described above, for a period of not less than thirty (30) years after issuance of the certificate of occupancy. The increase permitted for inflation shall be based upon the increase in the Consumer Price Index (CPI). The deed restrictions shall include but not be limited to the following:
- (1) A copy of such executed deed restrictions shall be submitted to the Town of Bluffton for approval prior to issuance of a Certificate of Occupancy for any portion of the development.
  - (2) The deed restrictions shall require notice to the Town of Bluffton of any conveyance of the workforce/affordable housing unit, and verification by an individual or agency approved by the Town of Bluffton to make such eligibility determinations that the purchaser is qualified pursuant to the requirements of this Section. Prior to closing on a resale workforce/affordable housing unit, the approved individual or agency determining eligibility shall submit an affidavit to the Town of Bluffton that sets forth the sale price, verifies the purchase price is in accordance with permitted inflationary adjustments, and verifies the unit will be occupied by persons qualified pursuant to the requirements of this Section, in addition to any other information deemed appropriate and necessary by the UDO Administrator.
- f. **Increase in household income during occupancy.** Should a household's income increase to an amount above 120% of the Area Median Income while occupying a workforce/affordable housing unit, the household shall not be required to vacate the unit.
- g. **Vacation of housing unit.** Upon vacating the premises, the unit shall be sold, or made publically available for sale, to a qualifying household pursuant to the requirements of this Section.
5. Renter-occupied workforce/affordable housing shall meet the following criteria:
- a. **Eligibility.** Rental of workforce/affordable housing units is limited to individuals and families earning no more than 80% of the Area Median Income for Beaufort County, as published annually by the U.S. Department of Housing and Urban Development and adjusted for household size. The workforce/affordable housing unit shall serve as the renter's primary residence for the duration of the lease.
  - b. **Eligibility determination process.** Prospective renters of workforce/affordable housing units shall be screened and determined eligible by an individual or agency approved by the Town of Bluffton to make such eligibility determinations prior to closing. Prior to executing a lease on a new workforce/affordable housing unit, the approved individual or agency determining eligibility shall submit an affidavit to the Town of Bluffton that sets forth the lease price and verifies the unit will be occupied by persons qualified pursuant to the requirements of this Section, in addition to any other information deemed appropriate and necessary by the UDO Administrator.

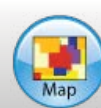




- c. **Rent levels.** The maximum rent level for workforce/affordable housing units is based on the schedule of Fair Market Rents for Beaufort County, as published annually by the U.S. Department of Housing and Urban Development.
  - d. **Lease terms.** A minimum lease term of six months is required for all workforce/affordable housing units so as to avoid short-term rentals.
  - e. **Term of affordability.** Rental workforce housing units shall be limited by deed restriction to remain affordable, as defined herein, for a period of not less than thirty (30) years after issuance of the certificate of occupancy.
    - (1) A copy of such executed deed restrictions shall be submitted to the Town of Bluffton for approval prior to issuance of a Certificate of Occupancy for any portion of the development.
    - (2) The deed restrictions shall require notice to the Town of Bluffton of any lease renewal or new rental contract for the workforce/affordable housing unit, and verification by an individual or agency approved by the Town of Bluffton to make such eligibility determinations that the tenant is qualified pursuant to the requirements of this Section. Prior to execution of a new or renewal lease on a workforce/affordable housing unit, the approved individual or agency determining eligibility shall submit an affidavit to the Town of Bluffton that sets forth the lease price, verifies the lease price is in accordance with the applicable Fair Market Rent, and verifies the unit will be occupied by persons qualified pursuant to the requirements of this Section, in addition to any other information deemed appropriate and necessary by the UDO Administrator.
  - f. **Increase in household income during occupancy.** Should a household's income increase to an amount above 80% of the median family income while occupying a rental workforce/affordable housing unit, the household shall not be required to vacate the unit immediately. The tenant may renew the lease for one additional term, not to exceed one year. Upon vacating the premises, the rental unit shall be rented or made available for rent to a qualifying household pursuant to the requirements of this Section.
6. Deed restrictions are required to achieve the following:
- a. Standard deed restrictions for all workforce/affordable housing units produced pursuant to the requirements of this Section are required and subject to approval by the Town of Bluffton.
  - b. Such restrictions shall include, at a minimum, the following elements in conformance with this Section:
    - (1) Duration.
    - (2) Occupancy requirement and restrictions against leasing/subleasing.
    - (3) Restriction on resale.
    - (4) Requirement to notify the Town of Bluffton in the case of conveyance, lease renewal, or establishment of a new rental contract.







## 6.5.4 Incentives

- A. **Upon Town of Bluffton approval, any workforce/affordable housing development application is eligible for the incentives described herein.** Incentives may be provided for the following application and/or development agreement fee types:
1. Master Plan Application;
  2. Development Plan Application;
  3. Subdivision Plan Application;
  4. Building Permit Application;
  5. Development Agreement Fees:
    - a. Interim Development Agreement Fee; and/or
    - b. Boat Ramp Repair Fund Fee.
- B. **Application/Permit Fee Reduction.** As applicable, the Town of Bluffton may issue an application and/or development agreement fee rebate for the application types identified in [Section 6.5.4.A](#), based upon the following schedule:
1. 20%-30% of total project dwelling units are determined to be workforce/affordable housing units: Town of Bluffton shall provide a 25% fee reduction for all applicable applications. The Building Permit Application and Development Agreement Fee rebates shall be limited to those dwelling units that qualify as workforce/affordable.
- C. **Density Bonus.** Any development providing workforce/affordable housing within a Zoning District that explicitly provides for a permitted base density shall receive a density bonus as provided below:

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%

1. All market-rate units shall be provided on site, except that, in a development undertaken in phases, stages, or otherwise developed in distinct sections, such units may be located in other phases, stages, or section, subject to the terms of the Development Plan.
2. Design guidelines. The project shall at a minimum meet the applicable design requirements in Article 5. The UDO Administrator shall review the project and determine if additional community features such as but not limited to additional open space, parking, lighting, streetscape elements (bike racks, street trees, sidewalks, multi-use paths), buffer plantings, tree preservation and architectural enhancements are appropriate based upon the ultimate density of the project.

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## 6.6 Development Agreement Transfer of Development Rights

### 6.6.1 Intent

The intent of this Section is to provide incentives for those properties within the Town of Bluffton and under the purview of a Development Agreement to develop or redevelop in a manner that is in accordance with this Unified Development Ordinance, the [Growth Framework Map](#), and the Town of Bluffton [Comprehensive Plan](#).

### 6.6.2 Applicability

This Section shall apply to all development or redevelopment of property that is under the purview of a Development Agreement in the Town of Bluffton and within the Place Types identified on the [Growth Framework Map](#). The application shall meet the criteria identified herein.

### 6.6.3 Standards

In order to qualify for the incentives described herein, development or redevelopment of property that is under the purview of a development agreement in the Town of Bluffton shall utilize the Town of Bluffton's Transfer of Development Rights Program and/or transfer of Assignment of Rights and Assumptions within the purview of the respective Development Agreement to facilitate growth within the respective place type as illustrated on the [Growth Framework Map](#).

### 6.6.4 Incentives

- A. Upon Town of Bluffton approval, any Development Agreement Transfer of Development Rights proposal is eligible for the incentives described in herein. Incentives may be provided for both the sending zone and receiving zone for the following application and development agreement fee types:
  1. Development Agreement Application;
  2. Concept Plan Application;
  3. Master Plan Application;
  4. Development Plan Application;
  5. Subdivision Plan Application;
  6. Building Permit/Plan Check Application;
  7. Transfer of Development Rights Application; and/or
  8. Development Agreement Fees:
    - a. Interim Development Agreement Fee; and/or
    - b. Boat Ramp Repair Fund Fee.
- B. The Town of Bluffton may issue application and/or Development Agreement fee reductions for the applications and/or development agreement fees identified in [Section 6.6.4.A](#) which are determined by the Town of Bluffton to comply with this Unified Development Ordinance, the [Growth Framework Map](#), and the Town of Bluffton [Comprehensive Plan](#).



**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 14<sup>th</sup> day of January, 2025.

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

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

  
\_\_\_\_\_  
Marcia Hunter, Town Clerk  
Town of Bluffton, South Carolina



## 2025 Beaufort County, South Carolina Area Median Income (AMI) Limits

Income Limits	Number of Persons in Household							
	One (1)	Two (2)	Three (3)	Four (4)	Five (5)	Six (6)	Seven (7)	Eight (8)
<b>30%</b> <i>Extremely Low</i>	\$ 23,150	\$ 26,450	\$ 29,750	\$ <b>33,050</b>	\$ 37,650	\$ 43,150	\$ 48,650	\$ 54,150
<b>50%</b> <i>Very Low</i>	\$ 38,600	\$ 44,100	\$ 49,600	\$ <b>55,100</b>	\$ 59,500	\$ 63,950	\$ 68,350	\$ 72,700
<b>60%</b> <i>Moderately Low</i>	\$ 46,320	\$ 52,920	\$ 59,520	\$ <b>66,120</b>	\$ 71,400	\$ 76,740	\$ 82,020	\$ 87,240
<b>80%</b> <i>Low</i>	\$ 61,700	\$ 70,500	\$ 79,300	\$ <b>88,100</b>	\$ 95,150	\$ 102,200	\$ 109,250	\$ 116,300
<b>100%</b> <i>Median</i>	\$ 78,750	\$ 90,000	\$ 101,250	\$ <b>112,500</b>	\$ 121,500	\$ 130,500	\$ 139,500	\$ 148,500
<b>120%</b> <i>Moderate</i>	\$ 94,500	\$ 108,000	\$ 121,500	\$ <b>135,000</b>	\$ 145,800	\$ 156,600	\$ 167,400	\$ 178,200
<b>150%</b> <i>High</i>	\$ 118,130	\$ 135,000	\$ 151,880	\$ <b>168,750</b>	\$ 182,250	\$ 195,750	\$ 209,250	\$ 222,750

BEAUFORT MEMORIAL HEALTH &  
WODA COOPER - AFFORDABLE/WORKFORCE HOUSING  
SCHEDULE\* (As of 6/5/2025 )

	IMPORTANT DATES	COMPLETED DATE	JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
Transfer of Development Rights (TDR-05-25-019740)																														
Letter for Support	12/18/2024	12/18/2024																												
Town Council Executive Session and Resolution of Support	1/14/2025	1/14/2025																												
Application Submittal	5/8/2025	5/8/2025																												
Planning Commission Workshop Meeting	6/25/2025				6/25																									
Public Notice for PC Meeting	7/6/2025						7/6																							
Planning Commission Meeting (Public Hearing)	7/23/2025							7/23																						
Town Council First Reading	7/15/2025						7/15																							
Public Notice for TC 2nd Reading	7/27/2025								7/27																					
Town Council Second and Final Reading	8/12/2025										8/12																			

	IMPORTANT DATES	COMPLETED DATE	JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
Buckwalter Development Agreement and Concept Plan Amendment(s) (DAA-05-25-019739) & (CPA-05-25-019741)																														
Application Submittals	5/8/2025	5/8/2025																												
Planning Commission Workshop	N/A	N/A																												
Public Notice for PC Meeting	7/6/2025						7/6																							
Planning Commission Meeting (Public Hearing)	7/23/2025							7/23																						
Town Council First Reading	7/15/2025						7/15																							
Public Notice for TC Meeting	7/27/2025								7/27																					
Town Council Second and Final Reading	8/12/2025										8/12																			

\*All dates are subject to meeting deadlines and receiving intial approvals

\*\*Can be applied for concurrently

DEVELOPMENT PLAN PROJECT SCHEDULE\*

	IMPORTANT DATES	COMPLETED DATE	JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
Preliminary Development Plan (PDP) Submittal	6/10		6/10																											
Review (Typ. 20 business days)																														
Design Review Committee (Every Wednesday, 1 pm)							7/9																							
Revisions and Resubmittal																														
Planning Commission Submittal (Typ. 4 weeks prior to PC Mtg)							7/23																							
Planning Commission Meeting (PDP Approval)	8/27										8/27																			

	IMPORTANT DATES	COMPLETED DATE	JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
Stormwater Permit (SWP)	6/10		6/10																											
Preliminary Stormwater Submittal (concurrent with PDP)																														
Final Stormwater Submittal (submit after approved PDP)														9/2																
Review (Typ. 20 business days)																														
Revisions and Resubmittal (if applicable)																														
SWP Approval & SW Surety																														

	IMPORTANT DATES	COMPLETED DATE	JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
Final Development Plan (FDP) Submittal**	9/2													9/2																
Review (20 business days)																														
Design Review Committee (FDP Approval)																9/24														
Revisions and Resubmittal (Typ. 15 days - if applicable)																														

	IMPORTANT DATES	COMPLETED DATE	JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
Schedule Pre-Construction Meeting (Schedule anytime after FDP Approval)																														
Schedule Pre-Clearing Meeting (Schedule anytime after FDP Approval)																														

	IMPORTANT DATES	COMPLETED DATE	JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
Submit for Building Permit																														
Review (Typ. 20 business days)																														



\*All dates are subject to meeting deadlines and receiving intial approvals  
\*\*Can be applied for concurrently

## Attachment 15

**Beaufort Memorial Hospital Applications  
Town Council Ordinances First Reading  
Proposed Motions**

Consideration of First Reading of the Ordinances Related to Consideration of requests by Livewell Terrace L.P. (Woda Cooper Group), with authorization from the Property Owner Beaufort Memorial Hospital, for the 100% affordable/workforce housing project to be known as Livewell Terrace located at 335 Buckwalter Parkway and identified as Beaufort County Tax Map No. R610 030 000 0712 0000 for the following for the Following Applications:

1. Ordinance approving the acquisition of residential development rights in the amount of sixty (60) Residential Dwelling Units ("RDUs") owned by the Town of Bluffton and held in the Town's Development Rights Bank pursuant to the Transfer of Development Rights Ordinance

*"I move to **(approve/approve with conditions/postpone/deny)** First Reading of the Ordinance Authorizing The Conveyance Of Sixty (60) Residential Development Rights Within The Buckwalter Planned Unit Development Owned By The Town Of Bluffton And Held In The Town's Development Rights Bank To Beaufort Memorial Hospital For The Affordable Housing Project To Be Developed On That Certain Property Located At 335 Buckwalter Parkway And Consisting Of 10.09 Acres, More Or Less, And Identified As Beaufort County Tax Map No. R610 030 000 0712 0000; And, Authorizing The Execution And Recording Of Associated Documents."*

2. Ordinance approving an amendment to the Buckwalter Planned Unit Development ("PUD") Development Agreement to increase the number of residential development rights by 60 RDUs associated with the 100% density bonus.

*"I move to **(approve/approve with conditions/postpone/deny)** First Reading of the Ordinance Providing For An Amendment Of The Buckwalter Development Agreement To Incorporate Certain Properties Owned By Beaufort Memorial Hospital, Consisting Of 10.9 Acres, More Or Less, Located At 333 And 335 Buckwalter Parkway, And Bearing Beaufort County Tax Map No. R610 030 000 0712 0000, To Provide For An Affordable Housing Density Bonus Increasing The Total Permitted Development Rights By 60 Residential Dwelling Units And Incorporate Certain Terms To The Buckwalter Development Agreement."*

3. Ordinance to approve an amendment to the Buckwalter Planned Unit Development ("PUD") Concept Plan to increase the number of residential development rights by 60 RDUs associated with the 100% density bonus

*"I move to **(approve/approve with conditions/postpone/deny)** First Reading of the Ordinance Providing For An Amendment Of The Buckwalter Concept Plan To Incorporate Certain Properties Owned By Beaufort Memorial Hospital, Consisting Of 10.9 Acres, More Or Less, Located At 333 And 335 Buckwalter Parkway, And Bearing Beaufort County Tax Map No. R610 030 000 0712 0000, To Provide For An Affordable Housing Density Bonus Increasing The Total Permitted Development Rights By 60 Residential Dwelling Units And Incorporate Certain Terms To The Buckwalter Concept Plan"*