



Town Council Quarterly Workshop

Tuesday, October 21, 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.

1. **CALL TO ORDER**
2. **PUBLIC COMMENTS** - Pertaining only to agenda items
3. **WORKSHOP AGENDA ITEMS**
 1. An Ordinance Authorizing the Town Manager to Execute and Deliver Such Documents, Covenants, Easements, and Restrictions in Accordance with the Conditions Imposed by Beaufort County Council as Part of the Green Space Program Over Certain Real Properties to be Purchased by the Town of Bluffton with Assigned Tax Map Nos. R610 030 000 0138 0000 and R610 030 000 1971 0000 – First Reading - Stephen Steese, Town Manager
 2. Consideration of an Ordinance and Ratification of an Easement Over Certain Real Property owned by the Town of Bluffton, identified as Beaufort County Tax Map No. R610 030 000 1848 0000, in favor of Beaufort Jasper Water & Sewer Authority, to Provide Service to the Economic Development Project at Buckwalter Place – Second & Final Reading – Chris Forster, Assistant Town Manager
 3. Update and Discussion Related to a Second Pavilion at Oscar Frazier Park
 4. Update and Discussion Related to the Buck Island Road Park
4. **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 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
Executive Department



MEETING DATE:	October 21, 2025
PROJECT:	Consideration of an Ordinance Authorizing the Town Manager to Execute Conservation Agreements in Accordance with Conditions Imposed by the Beaufort County Green Space Program and the South Carolina Conservation Bank for Two Parcels in the Buckwalter PUD
PROJECT MANAGER:	Stephen Steese, Town Manager

REQUEST: Enact an ordinance which authorizes the Town Manager to execute and deliver such documents as provided by Beaufort County Council as part of the Green Space Program and by the South Carolina State Conservation Bank for the permanent conservation of two tracts of land in the Buckwalter Planned Unit Development with assigned tax map numbers R610-030-000-0138-0000 and R610-030-000-1971-0000.

BACKGROUND: In May of this year, Town Council authorized the signing of a purchase and sale agreement for the acquisition of the two above-named parcels with the understanding that Town staff would apply for contributions from the Beaufort County Green Space program and the state Conservation Bank. Participation in one or both of these programs would include restrictions on the property limiting the uses to conservation-minded and recreational uses. The Conservation Bank approved a contribution of \$146,660 and Beaufort County Council approved via resolution to provide funding from the Green Space program up to \$2,143,678. Funds for due diligence reimbursement have been set aside separately as part of the County Green Space program, but it should be noted that between the two entities pledging funds, there is an excess of \$50,338 above the negotiated purchase price of the parcels. The funds were pledged for the purchase of the parcels and not for park planning expenses so the Town will determine before closing what closing costs there may be and how any excess funds may be allocated within their approved purposes, and whether that reduces the County’s contribution toward the purchase price.

CONTENT OF THE GRANT AGREEMENTS: The South Carolina Conservation Bank has already provided their grant agreement which states that The Bank is awarding their grant only for the purpose of acquisition of real property or qualified closing costs. The property must be permanently protected for conservation purposes.

The County has provided their grant agreement which contains the same terms and conditions as the Conservation Bank.

Town staff is currently working with Beaufort County staff to draft the real property covenant and land use restrictions, which take its language from the County Green Space Program Ordinance enacted at Chapter 38, Article VII of the Beaufort County Code) and the County grant agreement which details the terms and conditions of the grant award. In the first draft covenant, the land is restricted in perpetuity for conservation with the following use restrictions which are directly quoted from the enacting ordinance: low impact walking trails and boardwalks; environmental, historical, and land use planning education; nature viewing, protection of natural and wildlife habitat; low impact parking areas; open air pavilion shelters/picnic areas; buildings and/or other structures deemed essential to support allowed uses. No more than 10% of the total net acreage of upland subject to the conservation easement shall be allowed to be developed. The Town specifically excluded the area of the existing relocatable right of way (named the North-South Connector) from its application. There are also requirements to retain a forested canopy and forested buffer from any OCRM critical lines and wetlands. The grant agreement for the Green Space Program states the purpose of the financial pledge is for the procurement of an interest in real property for preservation and conservation purposes plus an amount specific for the reimbursement of due diligence.

Among the documents as provided by the State Conservation Bank and Beaufort County, there are no contradictory terms.

NEXT STEPS: Although the Town is acquiring these parcels in fee simple, the two grant agreements have terms and conditions which put limitations on the use of Town property, and will provide a supervisory interest in auditing adherence to those terms, therefore Town Council must approve by ordinance.

SUMMARY: Approve by ordinance the terms and conditions of the State Conservation Bank grant agreement and the terms and conditions of the Beaufort County Green Space program covenants and restrictions and grant agreement in exchange for financial contributions of \$146,660 and up to \$2,143,678 respectively.

ATTACHMENTS:

1. South Carolina Conservation Bank grant agreement
2. Draft Beaufort County Green Space covenants and restrictions
3. Draft Beaufort County Green Space grant agreement
4. Ordinance
5. Recommended Motion

ORDINANCE NO. 2025-__

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE TO APPROVE THE ADOPTION OF CONSERVATION COVENANTS AND CONDITIONS ON TWO PARCELS OF REAL PROPERTY IN EXCHANGE FOR FINANCIAL CONTRIBUTIONS FROM THE BEAUFORT COUNTY GREEN SPACE PROGRAM AND THE SOUTH CAROLINA CONSERVATION BANK

WHEREAS, the Town of Bluffton Town Council has enacted a covenant stating, in part, that the Town bears a responsibility for the stewardship of preserving the natural and physical attributes of the Town, and many of the strategic goals were enacted with this covenant in mind;

WHEREAS, keeping these strategic objectives in mind, in May 2025, Town Council authorized by resolution the acquisition in fee simple by the Town of two parcels of real property located within the Buckwalter Planned Unit Development with the intent to enroll them in the Beaufort County Green Space Program for conservation purposes; and

WHEREAS, those two parcels, known as Parcel 5A and Parcel 5B, are assigned tax map numbers R610-030-000-0138-0000 and R610-030-000-1971-0000 and total approximately 240 acres; and

WHEREAS, the Town did successfully apply and win an award from the Beaufort County Green Space Program and from the South Carolina Conservation Bank to provide funds in exchange for permanent covenants of conservation placed on the parcels; and

WHEREAS, the South Carolina Conservation Bank approved a contribution of \$146,660 and Beaufort County authorized by resolution a contribution not to exceed \$2,143,678; and

WHEREAS, the terms and conditions of those contributions are documented in a grant agreement from the Conservation Bank, in the Beaufort County Code, Chapter 38, Article VII, also known as “the Green Space Ordinance”, and a grant agreement and a covenant agreement derived from the County Code; and

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, the Conservation Bank grant agreement, the Beaufort County grant agreement, and the Beaufort County covenants are approved and the Town Manager is authorized to execute those documents in substantial form to those attached as exhibits hereto.

THIS ENTIRE ORDINANCE SHALL TAKE FULL FORCE AND EFFECT UPON ADOPTION.

DONE, RATIFIED AND ENACTED this ____ day of October, 2025.

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

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

GREEN SPACE PROGRAM “GRANT” AGREEMENT

This agreement (“Agreement”), made as of the ____ day of _____, 2025, by and between the County of Beaufort (“County”), the Town of Bluffton (“Grantee”), and, if applicable, the landowner (“Landowner”) (collectively referred to as the “Parties”), is for the preservation of certain real property known as the Buckwalter PUD Tracts – Parcels 5A and 5B located in Beaufort County, South Carolina as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “Property”). By signing this Agreement or accepting any of the Grant funds, the Parties agree to comply with and consent to the terms and conditions set forth herein.

I. Grant Award and Reimbursement of Qualified Due Diligence Expenses.

A. **Application Grant Award.** The County hereby awards funding in the amount of \$TBD (the “Grant”) to Grantee for the procurement of an interest in real property in perpetuity for preservation and conservation purposes as set forth in Grantee’s application for funding (“Application”), which was approved pursuant to the Beaufort County Green Space Program Ordinance (Chapter 38, Article VII of the Beaufort County Code) by Resolution 2025/56 of Beaufort County Council on September 22, 2025. All representations made by Grantee in the Green Space Program Application and during any public meetings of the Green Space Advisory Committee or of the Beaufort County Council, and as referenced in the approved Resolution are incorporated by reference into this Grant Agreement.

B. Reimbursement of Qualified Due Diligence Expenses.

1. _____ (enter N/A if no approved reimbursements)

OR

2. The County hereby awards funding to Grantee in the amount of \$TBD for reimbursement of due diligence expenses that the County has determined are eligible for reimbursement from the due diligence budget approved for the Application by the Natural Resources Committee of Beaufort County Council on January 13, 2025 pursuant to the Beaufort County Green Space Program Ordinance (Chapter 38, Article VII of the Beaufort County Code). All representations made by Grantee in the Due Diligence Reimbursement Request Form submitted by the Grantee to the County are incorporated by reference into this Grant Agreement.

Reviewed by Beaufort County

Legal Department

II. **Summary Terms of Grant and Expense Reimbursement.**

- A. Total Amount: \$TBD
- B. Property: Buckwalter PUD Tracts – Parcels 5A and 5B
- C. County: Beaufort County
- D. Acres: 240 +/- Acres
- E. Grantee: Town of Bluffton
- F. Procurement Number: GSP-TBD
- G. Escrow Agent: Finger, Melnick, Brooks & LaBruce, P.A.

III. **Availability of Funds.** The release of any Grant and Reimbursement monies is subject to the availability of Green Space Program funding.

IV. **Use of Grant Funds.** The County awards this Grant in reliance upon the accuracy and completeness of the Grantee's Application and supporting documents and any of Grantee's representations made during public meetings. Grant funds may only be used for the procurement of real property interests for conservation purposes, as represented in the Application and public meetings, and as approved by the County Council of Beaufort. Any material changes to the scope or purpose of the Project, as determined in the sole discretion of the County, arising after County Council approved the Grant ("Date Authorized"), unless subsequently ratified, shall render this Agreement null and void.

V. **Conditions for Disbursement of Green Space Funds.** As a condition to disbursement of the Grant Funds, the County shall determine in its sole discretion whether all required due diligence items either provided by Grantee or obtained by the County are satisfactory and sufficient to permit release of the Grant funds, including:

- A. Cover letter listing the final project details, a proposed closing date and the closing escrow agent. The designated escrow agent shall have an active state vendor number, except that if Grantee is a federal, state or local governmental entity the escrow agent may be an approved vendor of such governmental entity if it does not have an active state vendor number;
- B. Final appraisal of the Property completed, listing the County as an intended user, and being prepared within 6 months of request for disbursement;
- C. A Phase One Environmental hazard assessment showing no Recognized Environmental Concerns;
- D. A signed and executed contract, if any, between Grantee and Landowner;
- E. Updated Title Insurance Commitment Letter;
- F. A boundary survey which for fee simple procurements shall require a plat in recordable form and when appropriate, as determined by the County, a topographic survey, tree survey and/or archeological survey;

- G. A signed copy of this Grant Agreement by the Grantee and, for conservation easements, also by the Landowner;
- H. If applicable, a signed copy of a subordination agreement by a mortgage holder or other similar party with senior priority rights in the Property; and
- I. Any other data, acknowledgement, or documentation requested by the County.

VI. Additional Terms for Disbursement of Grant Funds for Fee Simple Interests.

- A. A final recordable form of a declaration of covenants and restrictions containing such conditions and restrictions as the County requires, with the County as a named beneficiary with power to enforce the covenants and restrictions.

VII. Additional Terms for Disbursement of Grant Funds for Conservation Easements.

- A. A copy of the Conservation Easement in final recordable form;
- B. A management/financial resources plan or baseline documentation report (BDR) (including a description of how the property will be managed to protect the conservation values of the property).

VIII. Discrepancies.

- A. Acreage Discrepancies. If the interest in the Property is reduced in acreage up to 10% as to that stated in the Application, the County may reduce the award on a proportional per acre basis. However, a reduction of acreage exceeding 10% shall be deemed material and will render the original Grant null and void.
- B. Valuation Discrepancies. In the event that the property values represented in the Application and supporting documentation materially deviate by the time Grantee requests funds for closing, as determined by the final appraisal, the County reserves the right to require the Grantee to resubmit the application for reconsideration with updated financial figures. Please note that under no circumstances will the County's Grant exceed the appraised fair market value of the property interest being purchased.

- IX. **Release of Grant Funds.** The County will release the Grant funds once Grantee executes this Grant Agreement and satisfies all other related terms and conditions, as determined by the County in its sole discretion.

- X. **Closing Deadline.** Closing must be scheduled within 60 days of the release of Grant funds, unless otherwise approved by the County.

- XI. **Closing Package.** Grantee shall provide the documents listed below ("Closing Package") to the County, **within 90 days of closing** the real estate transaction subject to the Application. The Closing Package shall include:

- A. Cover letter listing all enclosed documents, a full accounting of the use of Grant funds, a list of all contributing partners, and a brief acknowledgement that Grantee has satisfied the objectives, terms and conditions of the Project, as set forth in the Application and public meetings;
 - B. Copy of the signed closing statement;
 - C. Copy of recorded Grant Agreement;
 - D. Copies of final due diligence and legal documents, and all other recorded documents; and
 - E. Copy of Title Insurance Binder;
 - F. All other documentation requested by the County.
- XII. **Recorded Grant Agreement.** This executed Grant Agreement must be recorded on the deed(s) of the real estate interest(s) subject to the Grant. A copy of the recorded Grant Agreement must be submitted in the Closing Package.
- XIII. **Inspection Reports.** A copy of all inspection reports must be made available upon request by the County and provided to the County within 30 days of the request. In all instances, the Grantee is required to give the County notice of any stewardship concern that materially threatens the conservation purposes of the Grant within 30 days of discovering it. Electronic copies of the Grantee's stewardship reports are acceptable.
- XIV. **Indemnification.** Grantee and if applicable, Landowner, agrees to indemnify, defend and hold harmless the County from and against any loss, cost, or damage of any kind arising out of its breach of this Agreement, and or its negligence or willful misconduct. This indemnification provision shall not apply to a Grantee or Landowner that is a federal, state, or local governmental entity.
- XV. **Title Insurance Proceeds.** Proceeds arising out of any perfected claim against title will be shared in proportion to the County's Grant, as compared to the total cash funds provided from all sources for the acquisition of the interests in the land.
- XVI. **Reversion of Grant Funds.** Grantee will immediately return to the County any unexpended funds at the end of the Grant period (if applicable). Funds also shall be immediately returned if the County terminates the Grant in accordance with Article V or Article XV.
- XVII. **Termination.** The County may terminate the Grant (including any further funding thereof) immediately if, in its sole discretion, it determines the Grantee has breached this Agreement, has not made adequate attempts to fulfill the terms of the Grant, has made a misrepresentation about the organization, including its 501(c)(3) status, or the Project, files bankruptcy, or has misappropriated Grant funds.

- XVIII. **Accounting.** Grantee is responsible for the proper expenditure and accounting of funds, and for maintaining adequate supporting records consistent with generally accepted accounting practices. Grantee's financial and accounting records relating to the Grant must be made available for examination by the County staff for three (3) years after the closing date.
- XIX. **Limit of Commitment.** The County has no obligation to provide any support beyond the Grant period, unless otherwise agreed to in writing between the Parties.
- XX. **Applicable Law.** This Grant shall be governed by and construed in accordance with the laws of South Carolina. In carrying out the Project, Grantee will comply with all applicable laws, regulations, and rules, and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.
- XXI. **Legal Relationship and Liability.** Nothing contained herein shall create a partnership, joint venture, employment, agency or fiduciary relationship between the parties. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Agreement. Neither party to this Agreement shall be liable to the other party for any consequential, punitive, special or exemplary damages (including lost profits) resulting from or arising out of any breach of this Agreement, or any party's performance under this Agreement.
- XXII. **Counterparts.** This Agreement may be executed in any number of counterparts (or upon separate signature pages bound together in one or more counterparts), each executed counterpart constituting an original agreement, but altogether constituting only one agreement. This Agreement may be executed via facsimile or electronic document (including PDF) signature.
- XXIII. **Escrow Agent.** All approved Grant funds shall be disbursed to the designated escrow agent for the procurement of the real estate interest as set forth in the Grant Application. As an exception, if the Grantee owns the property interest prior to the release of the Grant Award, Grantee may request payment be made directly to the Grantee. In such circumstances, the Grantee must provide documentation to ensure that the Grant Award is consistent with all laws and regulations, including the County's internal policies, governing eligible use of funds.
- XXIV. **Entire Agreement.** This Grant Agreement constitutes the entire agreement between the Grantee and the County. No oral representations or other agreements have been made by the Grantee or the County except as stated herein.
- XXV. **Permanent Protection of Property Interest.** The Parties acknowledge and agree that the use of County monies to acquire the interest in the Property will render the Property *permanently* protected. Any subsequent change to the use or legal status of the Property that undermines its permanent protection shall constitute a breach of contract and entitle the County to seek legal remedies, including the reimbursement of grant funds.

XXVI. Permanency of Property Protection Unaffected by Donor's Qualification for

Associated Tax Deductions. The Parties agree and acknowledge that the limitations and restrictions on the uses of the Property effectuating its permanent protection, as set forth in this Grant Agreement, or by reference to collateral deeds, conservation easements, etc., will remain intact and unaffected even if a court or governmental body subsequently determines that the underlying transaction or a component thereof fails to satisfy the requirements necessary to qualify for a federal or state tax deduction.

XXVII. State and Federal Tax Deductions and Credits. The County makes NO representations that the proposed transaction will qualify for federal or state conservation-related tax deductions or credits. The undersigned participating Landowner shall be solely responsible for any tax considerations and should rely on independent tax advisors for counsel on such matters.

XXVIII. Post-Closing Mortgages and Liens. If Grantee acquires a fee simple interest in real property with the Grant, Grantee nor any successor owner may encumber the Grant Property thereafter with any lien or mortgage unless expressly approved in writing by the County Administrator. This provision shall not apply when the Grant funds the acquisition of a conservation easement interest. Notwithstanding the foregoing, any preexisting lien or mortgage on the Property must be satisfied or subordinated prior to Closing.

Beaufort County, South Carolina
By:

Name: Michael Moore
Title: County Administrator

Date

Witness 1
Printed Name:

Witness 2
Printed Name:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

I, _____, do hereby certify that Michael Moore personally
appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20____.

(official seal)
Notary Public of South Carolina
My commission expires: _____

Reviewed by Beaufort County

Legal Department

We hereby acknowledge that we have read, understand and agree to the terms of this Grant Agreement.

GRANTEE:

THE TOWN OF BLUFFTON,
SOUTH CAROLINA

Larry Toomer, Mayor

Date

Steven Steese, Town Manager

Date

Witness 1
Printed Name _____

Witness 2
Printed Name: _____

NOTARY FORM

STATE OF _____

COUNTY OF _____

I, _____ a Notary Public for said County and State,
do hereby certify that _____ personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20____.

(Official Seal)
Notary Public
My commission expires: _____

GREEN SPACE PROGRAM “GRANT” AGREEMENT

EXHIBIT A

DRAFT

GRANT AGREEMENT

This agreement (“Agreement”), made as of the 17th day of September 2025, by and between the South Carolina Conservation Bank (“Bank”), the Town of Bluffton (“Grantee”), and, if applicable, the landowner (“Landowner”) (collectively referred to as the “Parties”), is for the permanent conservation of real property referred to as Buckwalter Conservation Project (“Property”). By signing this Agreement or accepting any of the Grant funds, the Parties agree to comply with and consent to the terms and conditions set forth herein.

I. **Grant Award.** The Bank hereby awards funding in the amount of One Hundred Forty Six Thousand Six Hundred Sixty Dollars (\$146,660.00) (the “Grant”) to Grantee for the acquisition of an interest in real estate for conservation purposes as set forth in Grantee’s application for funding (“Application”), which was approved by the Bank’s Board of Directors at a public hearing on September 17, 2025 (“Public Hearing”). All representations made by Grantee in the Grant Application and during the Public Hearing are incorporated by reference into this Grant Agreement.

- II. **General Terms of Grant.**
- A. Total Grant Amount: \$146,660
 - B. Property: Buckwalter Conservation Project
 - C. County: Beaufort
 - D. Acres: +/- 239.37
 - E. Grantee: Town of Bluffton
 - F. Date Authorized: 09/17/2025
 - G. Grant Period: 09/17/2025 – 09/17/2026

III. **Availability of Funds.** The release of any Grant monies is subject to the availability of Bank funding.

IV. **Use of Grant Funds.**

- A. General Use of Funds: The Bank awarded this Grant in reliance upon the accuracy and completeness of the Grantee’s Application and supporting documents, and Grantee’s representations during the Public Hearing. Grant funds may only be used for the acquisition of real property interests for conservation purposes or qualified closing costs, as represented in the Application and Public Hearing, and approved by the Bank’s Board of Directors. Any material changes to the scope or purpose of the Project, as determined in the sole discretion of the Bank, arising after the Bank’s Board of Directors approved the Grant (“Date Authorized”), unless subsequently ratified, shall render this Agreement null and void.
- B. Bridged Transactions: In the event that Grantee uses Grant Funds to purchase Property and then transfer same to a long-term land steward (Long-Term Steward) at a later date (“Bridged Transaction”), the Grant Award must be treated as a credit toward any consideration due by Long-Term Steward. Additionally, the Long-Term Steward must be approved by the Bank either in the Application, at the Hearing, or by written

approval by the Bank. If Grantee uses debt to purchase the Property, Grantee shall not encumber or collateralize the Property unless expressly approved by the Bank in writing.

V. Conditions for Disbursement of Grant Funds. Per the statutory requirements of the South Carolina Conservation Bank Act, Grantee must provide the Bank with the documents listed below before the Bank may authorize Grant funds to be released. The Bank shall determine in its sole discretion whether the provided documents are satisfactory and sufficient. The Bank shall make a good faith effort to process its review within 30-60 days of submittal, but the Bank shall be under no obligation to do so within a specific period of time.

- A. Cover letter listing the final project details, a proposed closing date, and escrow agent information (vendor name, vendor number, and preferred mailing address);
- B. Final appraisal of the Property completed by an appraiser approved by the Bank, listing the Bank as an intended user, and being prepared within 12 months of request for disbursement;
- C. A Phase One Environmental hazard assessment showing no Recognized Environmental Concerns;
- D. A signed and executed contract;
- E. Updated Title Insurance Commitment Letter;
- F. A management/financial resources plan or baseline documentation report (BDR) (including a description of how the property will be managed to protect the conservation values of the property);
- G. A signed copy of this Grant Agreement by the Grantee and, for conservation easements, also by the Landowner;
- H. If applicable, a signed copy of a subordination agreement by a lender; and
- I. Any other data, acknowledgement, or documentation requested by the Board of Directors of the Bank.

VI. Additional Terms of Disbursement Grant Funds.

- A. None

VII. Discrepancies.

- A. Acreage Discrepancies. If the interest in the Property is reduced in acreage up to 10% as to that stated in the Application, the Bank may reduce the award on a proportional per acre basis. However, a reduction of acreage exceeding 10% shall be deemed material and will render the original Grant null and void.

B. **Valuation Discrepancies.** In the event that the property values represented in the Application materially deviate by the time Grantee requests funds for closing, as determined by the final appraisal, the Bank reserves the right to require the Grantee to resubmit the application for reconsideration with updated financial figures. Please note that under no circumstances will the Bank's Grant exceed the appraised fair market value of the property interest being purchased.

VIII. **Release of Grant Funds.** The Bank will release the Grant funds once Grantee executes this Grant Agreement and satisfies all other related terms and conditions, as determined by the Bank in its sole discretion.

IX. **Closing Deadline.** Closing must be scheduled within the Grant Period or within 60 days of the release of Grant funds, whichever is sooner, unless otherwise approved by the Bank.

X. **Closing Package.** Grantee shall provide the documents listed below ("Closing Package") to the Bank, **within 30 days of closing** the real estate transaction subject to the Application. The Closing Package shall include:

- A. Cover letter listing all enclosed documents, a full accounting of the use of Grant funds, a list of all contributing partners, and a brief acknowledgement that Grantee has satisfied the objectives, terms and conditions of the Project, as set forth in the Application and Public Hearing;
- B. Copy of the signed closing statement;
- C. Copy of recorded Grant Agreement;
- D. Copies of final due diligence and legal documents, and all other recorded documents; and
- E. Copy of Title Insurance Binder;
- F. All other documentation requested by the Bank.

XI. **Recorded Grant Agreement.** This executed Grant Agreement must be recorded on the deed(s) of the real estate interest(s) subject to the Grant. A copy of the recorded Grant Agreement must be submitted in the Closing Package.

XII. **Annual Report.** A copy of Grantee's initial annual inspection of the Property must be submitted to the Bank within twelve (12) months of the release of Grant funds. Thereafter, copies of all future inspection reports must be submitted to the Bank on an annual basis. Electronic copies of Grantee's annual stewardship reports are acceptable. Grantee is required to give the Bank notice of any stewardship concern that materially threatens the conservation purposes of the Grant within 30 days of discovering it.

XIII. **Indemnification.** Grantee agrees to indemnify, defend and hold harmless the Bank from and against any loss, cost, or damage of any kind arising out of its breach of this Agreement, and

or Grantee's negligence or willful misconduct. Whether Grantee or owner of the Property, this provision shall not apply to a federal, state, or local governmental entity.

XIV. Title Insurance Proceeds. Proceeds arising out of any perfected claim against title will be shared in proportion to the Bank's Grant, as compared to the total cash funds provided from all sources for the acquisition of the interests in the land.

XV. Reversion of Grant Funds. Grantee will immediately return to the Bank any unexpended funds at the end of the Grant period. Funds also shall be immediately returned if the Bank terminates the Grant in accordance with Article V or Article XV.

XVI. Termination. The Bank may terminate the Grant (including any further funding thereof) immediately if, in its sole discretion, it determines the Grantee has breached this Agreement, has not made adequate attempts to fulfill the terms of the Grant, has made a misrepresentation about the organization, including its 501(c)(3) status, or the Project, files bankruptcy, or has misappropriated Grant funds.

XVII. Accounting. Grantee is responsible for the proper expenditure and accounting of funds, and for maintaining adequate supporting records consistent with generally accepted accounting practices. Grantee's financial and accounting records relating to the Grant must be made available for examination by the Bank staff for three (3) years after the Grant period.

XVIII. Publicity. Grantee agrees to coordinate with Bank before issuing press releases or other public statements concerning the Grant.

XIX. Limit of Commitment. The Bank has no obligation to provide any support beyond the Grant period, unless otherwise agreed to in writing between the Parties.

XX. Applicable Law. This Grant shall be governed by and construed in accordance with the laws of South Carolina. In carrying out the Project, Grantee will comply with all applicable laws, regulations, and rules, and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

XXI. Legal Relationship and Liability. Nothing contained herein shall create a partnership, joint venture, employment, agency or fiduciary relationship between the parties. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Agreement. Neither party to this Agreement shall be liable to the other party for any consequential, punitive, special or exemplary damages (including lost profits) resulting from or arising out of any breach of this Agreement, or any party's performance under this Agreement

XXII. Counterparts. This Agreement may be executed in any number of counterparts (or upon separate signature pages bound together in one or more counterparts), each executed counterpart constituting an original agreement, but altogether constituting only one agreement. This Agreement may be executed via facsimile or electronic document (including PDF) signature.

XXIII. Escrow Agent. All approved Grant funds shall be disbursed to an escrow agent with an active state vendor number for the acquisition of the real estate interest, as set forth in the Grant Application. As an exception, if the Grantee owns the property interest prior to the release of the Grant Award, Grantee may request payment in the form of a check mailed to Grantee's address. In such circumstances, the Grantee must provide documentation to ensure that the Grant Award is consistent with all laws and regulations, including the Bank's internal policies, governing eligible use of funds.

XXIV. Entire Agreement. This Grant Agreement constitutes the entire agreement between the Grantee and the Bank. No oral representations or other agreements have been made by the Grantee or the Bank except as stated herein.

XXV. Permanent Protection of Property Interest. The Parties acknowledge and agree that the use of Bank monies to acquire the interest in the Property will render the Property *permanently* protected. Any subsequent change to the use or legal status of the Property that undermines its permanent protection shall constitute a breach of contract and entitle the Bank to seek legal remedies, including the reimbursement of grant funds.

XXVI. Permanency of Property Protection Unaffected by Donor's Qualification for Associated Tax Deductions. The Parties agree and acknowledge that the limitations and restrictions on the uses of the Property effectuating its permanent protection, as set forth in this Grant Agreement, or by reference to collateral deeds, conservation easements, etc., will remain intact and unaffected even if a court or governmental body subsequently determines that the underlying transaction or a component thereof fails to satisfy the requirements necessary to qualify for a federal or state tax deduction.

XXVII. State and Federal Tax Deductions and Credits. The Bank makes NO representations that the proposed transaction will qualify for federal or state conservation-related tax deductions or credits. The undersigned participating Landowner shall be solely responsible for any tax considerations and should rely on independent tax advisors for counsel on such matters.

XXVIII. Post-Closing Mortgages and Liens. If Grantee acquires a fee simple interest in real property with the Grant, Grantee nor any successor owner may encumber the Grant Property thereafter with any lien or mortgage unless expressly approved in writing by the Bank's Executive Director. This provision shall not apply when the Grant funds the acquisition of a conservation easement interest. Notwithstanding the foregoing, any preexisting lien or mortgage on the Property must be satisfied or subordinated prior to Closing.

I hereby acknowledge that I have read, understand and agree to the terms of this Grant Agreement as of the _____ day of _____, 20__.

WITNESSES:

TOWN OF BLUFFTON

By: _____
Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Town of Bluffton, by _____, its _____, this ____ day of _____, 20__.

Notary Public for _____
Name: _____
My Commission Expires: _____

I hereby acknowledge that I have read, understand and agree to the terms of this Grant Agreement as of the _____ day of _____, 20__.

WITNESSES:

LANDOWNER (IF APPLICABLE)

By: _____
Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by _____, this ____ day of _____, 20__.

Notary Public for _____
Name: _____
My Commission Expires: _____

Attachment _____

Recommended Motion

Consideration of an Ordinance Approving the Adoption of Conservation Covenants and Conditions on Two Parcels of Real Property in Exchange for Financial Contributions from the Beaufort County Green Space Program and the South Carolina Conservation Bank – Stephen Steese, Town Manager

“I make a motion to approve an ordinance authorizing the Town Manager to sign the grant agreements from Beaufort County and the South Carolina Conservation Bank, and the Beaufort County covenants agreement so long as they are in substantial form as those attached hereto .”

ORDINANCE NO. _____
TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE AUTHORIZING THE TOWN MANAGER TO EXECUTE AND DELIVER AN EASEMENT PROVIDING A NON-EXCLUSIVE PERMANENT UTILITY EASEMENT TO BEAUFORT JASPER WATER AND SEWER AUTHORITY OVER CERTAIN REAL PROPERTY OWNED BY THE TOWN OF BLUFFTON CONSISTING OF A PORTION OF PARCEL R610-030-000-1848-0000

WHEREAS, Sections 5-7-40 and 5-7-260 of the South Carolina Code of Laws and Sections 2-13(a)(8) and 2-13(a)(4) of the Code of Ordinances for the Town of Bluffton requires that Town Bluffton Town Council (“**Town Council**”) act by Ordinance to convey, lease, or authorize the conveyance or lease of any Town of Bluffton (“**Town**”) owned lands as well as easements and public rights-of-way; and,

WHEREAS, the Town presently owns a parcel consisting of approximately 3.31 acres located in the Town, commonly known and identified as 101 Progressive Street and assigned Tax Map No. R610-030-000-1848-0000; collectively hereinafter the “**Property**”; and,

WHEREAS, Beaufort Jasper Water and Sewer Authority (“**BJWSA**”) has requested that the Town convey it a utility easement across a portion of the Property for the purpose of installing utilities to serve the Property and other development of commercial property at Buckwalter Place; and,

WHEREAS, Town Staff has worked diligently with BJWSA to locate an appropriate easement path across the Property that ensures a minimal impact to the Property itself and provide the necessary utilities as shown and described in “**Exhibit A**” attached hereto and incorporated herein by reference; collectively hereinafter the “**Easement**”; and,

WHEREAS, Town Council has determined that it is in the best interests of the Town to authorize the execution and delivery of the requested Easement.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, in accordance with the foregoing, as follows:

1. **Execution and Delivery of Easement.** The Town Council hereby authorizes the transfer and conveyance of the Easement over the Property and hereby authorizes the Town Manager to execute the Easement in substantial form as shown in “**Exhibit B**” attached hereto and incorporated herein by reference.
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 transfer and conveyance of the Easement on the Property from the Town, including, without limitation, the delivery and recordation of the Easement 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.

3. **Ordinance in Full Force and Effect.** This entire Ordinance shall take full force and effect upon its final adoption.

DONE, RATIFIED AND ENACTED this ____ day of _____, 2025.

This Ordinance was read and passed at first reading on October 14, 2025.

Larry Toomer, *Mayor*
Town of Bluffton, South Carolina

Marcia Hunter, *Town Clerk*
Town of Bluffton, South Carolina

This Ordinance was read and passed at second reading on _____, 2025.

Larry Toomer, *Mayor*
Town of Bluffton, South Carolina

Marcia Hunter, *Town Clerk*
Town of Bluffton, South Carolina

EXHIBIT A

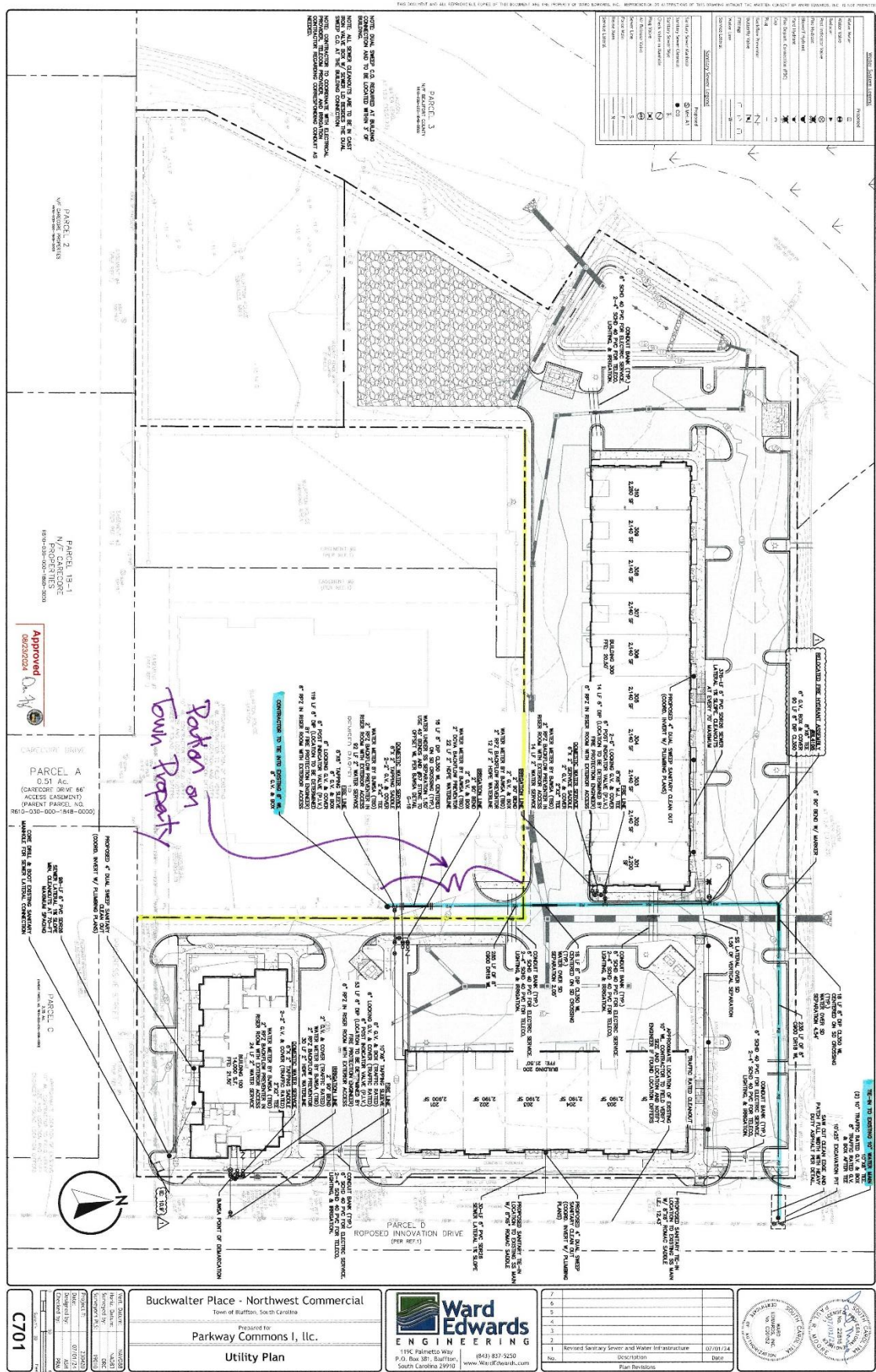


EXHIBIT B

UTILITY EASEMENT

WHEREAS, the Grantor is the owner of the property described herein, located in the Town of Bluffton, Beaufort County, South Carolina; and

WHEREAS, Grantor desires to grant to Grantee a permanent utility easement.

Together with the right, from time to time, to trim, cut or remove trees, underbrush and other obstructions that are over, under, or through a strip of land, within the Easement Area; provided, however, any damage to the property of the Grantor (other than that caused by trimming, cutting, or removing) caused by Grantee in maintaining or repairing said water and/or sewer main and service lines, manholes, hydrants, valves, meters, and appurtenances shall be borne by such Grantee. The parties to this Agreement agree that if any patching or repair and/or replacement of pavement and/or curbing is required as a result of the actions of the Grantee, said patchwork will be the responsibility of the Grantee. Notwithstanding the foregoing, Grantee will be responsible to repair and/or replace any other damage such Grantee causes to other utility lines servicing the Grantor's property.

The permanent easement and right-of-way hereby granted to the Grantee consists of a strip of land, hereinafter described on property as “Easement Area” on the drawing referenced herein and attached hereto, and more particularly described as follows (herein referred to as “Easement Area”):

ALL that certain piece, parcel or strip of land situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, being more particularly depicted and described as a 'double back-slashed' strip of land referenced as "R610-030-000-1848-000, Utility Easement, (*consisting of*) 1,594 SF / 0.037 AC" on that certain Drawing titled "Buckwalter Place - Northwest Commercial dated 9/30/2025, prepared by Ward Edwards, a copy of which is attached hereto and incorporated herein.

This being a portion of the property acquired by The Town of Bluffton, South Carolina, by deed of Parcel 6, LLC, dated 7/20/2010 and recorded on 8/5/2010 in Records Book 2979 at Page 317 in the Beaufort County, South Carolina, Register of Deeds Office.

TAX REF: R610 030 000 1848 0000 (portion of)

The Grantor shall have the right to use the above-described Easement Area for purposes not inconsistent with the Grantee's full enjoyment of the rights hereby granted, provided that the Grantor, without the expressed written permission of the Grantee, shall not erect or construct any building or other structure, including but not limited to the installation of paved roadways, parking areas, etc., thereon; maintain or permit any underground or overground system of piping, poles or wiring within such Easement Area; make use of the facilities installed, buried, erected or constructed thereon; nor drill or operate any well or septic system within such Easement Area.

AND ALSO, the Grantor agrees to provide no less than ten (10) days' prior notice to the Grantee in the event Grantor intends to grant any additional utility easements within the above-described Easement Area. This provision is intended to provide the parties with the opportunity to timely effect coordination between Grantee and any prospective third-party easement grantee in order to preclude damage to the infrastructure of Grantee situated within the Easement Area.

To have and to hold said permanent easement unto the Grantee, its Designees, Successors and Assigns, forever.

Grantor hereby covenants with the Grantee that it is lawfully seized and possessed of the real estate above-described, that it has good lawful right to convey it, or any part thereof, and that it will forever warrant and forever defend the title thereto against the lawful claims of its successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the hand and seal of the undersigned the date and year first above written.

IN THE PRESENCE OF:

GRANTOR:
THE TOWN OF BLUFFTON,
SOUTH CAROLINA

1st Witness signature

BY: _____
Stephen Steese, *Town Manager*

(print name of 1st Witness)

2nd Witness, Notary Public signature

(print name of 2nd Witness, Notary Public)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, _____ (Notary Public) do hereby certify that The Town of Bluffton, South Carolina, by Stephen Steese, its Town Manager, personally appeared before me this date and, in the presence of the other witness herein, acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME, this ____ day of _____, 2025.

(Notary Public signature)

(printed name of Notary Public)

Notary Public for South Carolina
My Commission Expires: _____

WITNESS the hand and seal of the undersigned the date and year first above written.

IN THE PRESENCE OF:

GRANTEE:
BEAUFORT-JASPER WATER & SEWER
AUTHORITY

1st Witness signature

BY: _____
(authorized signature)

(print name of 1st Witness)

(print name)

2nd Witness, Notary Public signature

ITS: _____
(print title)

(print name of 2nd Witness, Notary Public)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, _____ (Notary Public) do hereby certify that Beaufort-Jasper Water & Sewer Authority, by _____ (Name), its _____ (Title), personal appeared before me this date and, in the presence of the other witness herein, acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME, this _____ day of _____, 2025.

(Notary Public signature)

(printed name of Notary Public)

Notary Public for South Carolina
My Commission Expires: _____

Attachment 2
Proposed Motion

Consideration of an Ordinance and Ratification of an Easement Over Certain Real Property owned by the Town of Bluffton, identified as Beaufort County Tax Map No. R610 030 000 1848 0000, in favor of Beaufort Jasper Water & Sewer Authority, to Provide Service to the Economic Development Project at Buckwalter Place.

Proposed Motion

"I move to approve the second and final reading of an Ordinance authorizing the Town Manager to execute an easement over certain real property owned by the Town of Bluffton, located at 101 Progressive Street, in favor of BJWSA to provide service to the Economic Development Project at Buckwalter Place."

TOWN COUNCIL

STAFF REPORT
Executive Department



MEETING DATE:	October 21, 2025
PROJECT:	Consideration of an Ordinance and Ratification of an Easement Over Certain Real Property owned by the Town of Bluffton, identified as Beaufort County Tax Map No. R610 030 000 1848 0000, in favor of Beaufort Jasper Water & Sewer Authority, to Provide Service to the Economic Development Project at Buckwalter Place.
PROJECT MANAGER:	Chris Forster, Assistant Town Manager

REQUEST:

Town Council approve Second and Final Reading of an Ordinance authorizing the granting and transfer of a permanent utility easement (Attachment 1) to Beaufort Jasper Water and Sewer Authority (BJWSA) over a portion of real property owned by the Town of Bluffton at 101 Progressive Street (Tax Map No. R610 030 000 1848 0000). First reading was approved with no changes by a unanimous vote at the October 14 meeting.

BACKGROUND:

In early 2023 a Request for Proposals for the development of a 4.72-acre parcel adjacent to the Law Enforcement Center (LEC) was posted. As a result, on October 30, 2025, the Town entered into a Master Agreement for the Development of Commercial Property in Buckwalter Place with Parkway Commons I, LLC.

BJWSA has requested that the Town grant it a utility easement across a portion of the LEC property for the purpose of installing utilities to serve the economic development project.

Should Town Council desire to pursue the granting of the easement, formal action to authorize the easement via Ordinance is necessary. In accordance with Sections 5-7-40 and 5-7-260 of the South Carolina Code of Laws and Sections 2-13(a)(8) and 2-13(a)(4) of the Code of Ordinances for the Town of Bluffton, Town Council must act by Ordinance to convey, lease, or authorize the conveyance or lease of any Town owned lands as well as easements and public rights-of-way. Therefore, the proposed Ordinance for approval of the Easement is provided as Attachment 1.

NEXT STEPS:

Should Town Council desire to approve Second and Final Reading of the proposed Ordinance, the following next steps will be implemented:

1. Town Manager executes Easement

2. Recording of Easement

SUMMARY:

Consideration of a proposed Easement related to Town owned property at 101 Progressive Steet (LEC) in favor of BJWSA.

ATTACHMENTS:

1. Ordinance with Draft Easement
2. Proposed Motion