

# TOWN COUNCIL

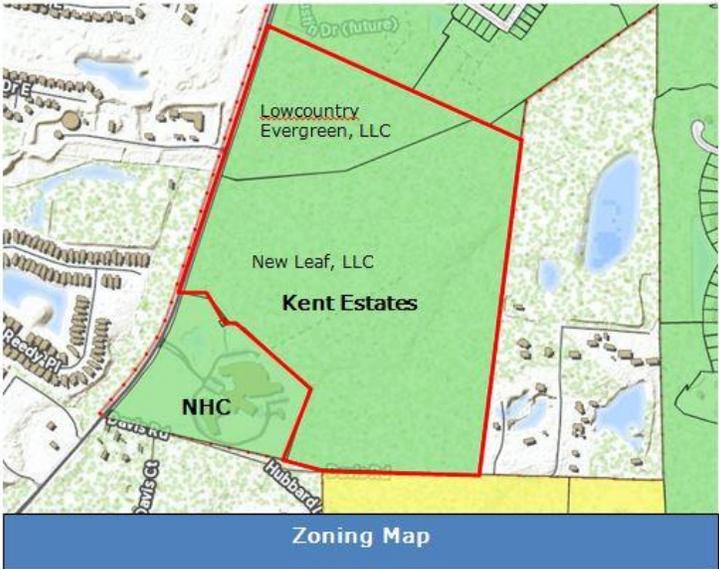
## STAFF REPORT Department of Growth Management



<b>MEETING DATE:</b>	October 13, 2015
<b>PROJECT:</b>	Ordinance Approving a Zoning Map Amendment to Rezone Certain Property within Kent Estates Containing Approximately 111 Acres Located on Okatie Highway (SC 170) from Planned Unit Development (PUD) District to Preserve (PR) District Public Hearing and Final Reading
<b>PROJECT MANAGER:</b>	Kendra Lelie, AICP, Assistant Director Growth Management Department

**REQUEST:** Town Council approve Final Reading of an Ordinance approving the zoning map amendment to rezone certain property within Kent Estates containing approximately 111 acres located on Okatie Highway (SC 170) from Planned Unit Development (PUD) District to Preserve (PR) District and identified by Tax Map Numbers R617 029 000 0023 0000 and R617 029 000 0483 000.

**INTRODUCTION:** On August 14, 2015, the UDO Administrator on behalf of the Town of Bluffton submitted an application requesting approval of a Zoning Map Amendment for 111 acres of land located on Okatie Highway (Route 170) within Kent Estates to be changed from Planned Unit Development (PUD) District to Preserve (PR) District. The Planning Commission recommended approval of the Zoning Map Amendment on September 3, 2015 and Town Council approved the First Reading of the Zoning Map Amendment on September 8, 2015.



**BACKGROUND:** In October 2004, New Leaf, LLC entered into a development agreement with the Town of Bluffton to develop approximately 130 acres on certain property known as Kent Estates PUD to include 449 dwelling units and 119,000 square feet of non-residential uses. New Leaf LLC conveyed 22.48 acres to Lowcountry Evergreen LLC in March 2006 and 19.61 acres to National HealthCare Corporation in April 2008. With the exception of the National HealthCare site, no development has occurred on the property. The table below provides a summary of property and development rights ownership for the entities within Kent Estate:

Property Owner	Acreage Owned	Development Rights					
		Owned/ Assigned		Developed		Remaining	
		DU	Non-Residential	DU	Non-Residential	DU	Non-Residential
National HealthCare Corporation	19.75 Acres	0 DU	69,000 Sq Ft	0 DU	24,000 Sq Ft*	0 DU	45,000 Sq Ft
Lowcountry Evergreen, LLC	22.48 Acres	204 DU	0 Sq Ft	0 DU	0 Sq Ft	204 DU	0 Sq Ft
New Leaf, LLC	88.53 Acres	245 DU	50,000 Sq Ft	0 DU	0 Sq Ft	245 DU	50,000 Sq Ft
<b>Total</b>	<b>130.76 Acres</b>	<b>449 DU</b>	<b>119,000 Sq Ft</b>	<b>0 DU</b>	<b>24,000 Sq Ft*</b>	<b>449 DU</b>	<b>95,000 Sq Ft</b>

*\* The PUD and Initial Master Plan provide that an Assisted Living Facility counts against approved Commercial Density using the following equation: 1 Bed = 200 Sq Feet of Commercial. The Phase 1 facility of 120 beds equates to 24,000 Sq Feet.*

Representatives of New Leaf, LLC (owner of the central tract within Kent Estates) and Lowcountry Evergreen, LLC (owner of the northernmost tract in Kent Estates) have recently discussed with the Open Land Trust and Beaufort County the sale of their properties. The total purchase includes approximately 111 acres of the property known as Kent Estates PUD. The National HealthCare Corporation property is not involved in this transaction and will not be impacted by this Zoning Map Amendment application. The future use of the property by the Open Land Trust is to preserve the property as open space, provide public access, and potential connectivity to the Okatie Regional Park which is located to the northeast of Kent Estates. Additionally, Beaufort County will utilize Stormwater Utility Fees to assist in the purchase and construct stormwater management lagoons. These lagoons along with the preservation of the property in the critical headwaters area of the impaired Okatie River will work in an effort to improve the stormwater quality as it enters the Okatie River.

Separately, as a result of this transaction and change in use, the Town, County, Open Land Trust, and property owners are requesting Town Council approval to terminate the Kent Estates Development Agreement and transfer the remaining development rights of

449 residential dwelling units and 50,000 square feet of commercial use to the Town of Bluffton Development Rights Bank upon the closing of the property. In consideration that no development rights will remain on the property and in order to provide an appropriate zoning, the Town was requested to consider rezoning the property from Planned Unit Development (PUD) District to Preserve (PR) District which will be effective upon closing of the property by the Open Land Trust and Beaufort County. These actions will both remove the development rights that exist on the property and limit the future use of the property to uses permitted in the Preserve District. This is a significant reduction in the development rights in the critical area of the Okatie River headwaters.

As indicated on the UDO use table the types of uses permitted in a Preserve district include agricultural, parks, museums, campgrounds and RV parks, government buildings and utilities.

**ZONING MAP AMENDMENT REVIEW CRITERIA & ANALYSIS:** The Town Council is required to consider the criteria set forth in Section 3.4.3 of the Unified Development Ordinance in assessing an application for a Zoning Map Amendment. These criteria are provided below followed by a Staff Finding(s) based upon review of the application submittals to date.

1. **Section 3.4.3.A. The application demonstrates consistency with the Comprehensive Plan or, if conditions have changed since the Comprehensive Plan was adopted, consistency with the overall intent of the Comprehensive Plan, recent development trends and the general character of the area.**

*Finding. The application is consistent with the Comprehensive Plan, as well as the general character of the area.*

The result of the proposed zoning map amendment will place 111 acres, located at the headwaters of the Okatie River, in the Preserve District. This action meets many natural resource and land use goals found in the Comprehensive Plan which supports maintaining the integrity of local streams and critical habitats and reducing a significant impact on the Okatie River Watershed which encompasses over 15,000 acres.

The Okatie River is a narrow tidal creek and is designated as Outstanding Resource Waters (ORW) by SCDHEC which is recognized as an outstanding recreational or ecological resource that supports recreational and commercial oyster harvesting and contributes an economic and ecological value for Bluffton and all of South Carolina. The river once supported a healthy and prosperous shellfish population but agriculture and development have reduced its overall harvest.

The Comprehensive Plan specifically recognizes the need for the Town to pursue efforts in obtaining development rights from property adjacent to the headwaters of the Okatie River which is an effective tool that can help restore water quality. The proposed zoning map amendment will ensure the development rights for 449 dwelling units and 50,000 square feet of

commercial uses are extinguished which will provide greater consistency with the Comprehensive Plan.

2. **Section 3.4.3.B.** The application shall demonstrate capability of the site's physical, geological, hydrological and other environmental features to support the breadth and intensity of uses that could be developed in the proposed zoning district.

*Finding. The Applicant has provided the information necessary to demonstrate that the physical, geological, hydrological and other environment features of the site can support the development.*

With the proposed rezoning of the property to the Preserve District and an appropriate conservation easement provided by the County and Open Lands Trust, valuable environmental resources will be protected. The proposed intensity of uses is minimal and limited to those found in the Preserve District and within the proposed conservation easement.

3. **Section 3.4.3.C.** The application shall demonstrate compatibility of all the potential uses allowed in the proposed zoning district 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 potential influence on property values.

*Finding. The use and applicable development standards are consistent and compatible with both the existing and planned uses.*

The Preserve zoning district uses are compatible with the surrounding land uses which are generally residential in nature including low density residential to the east, future medium density residential to the north and institutional residential to the southwest of the subject property. Impacts on the environment and future traffic generation are greatly reduced with the change of zoning. The site is suitable to accommodate the impacts associated with the proposed and possible future uses in the surrounding neighborhood.

4. **Section 3.4.3.D.** The application considers the capacity of public infrastructure and services to sufficiently accommodate all potential uses allowed in the proposed district without compromising the public health, safety and welfare of the Town of Bluffton.

*Finding. There is sufficient capacity to provide services to the property without comprising the public health, safety, and welfare of the Town.*

Additional capacity of public infrastructure and services is not anticipated with the proposed change in zoning to the Preserve District.

**5. Section 3.4.3.E. The application shows that there is a public need for the potential uses permitted in the requested zoning district.**

*Finding. The public need for the parcel is to ensure water quality is protected through the reduction of impervious surfaces and best management practices for stormwater techniques.*

As emphasized in the 2007 Comprehensive Plan, planning and land use decisions should consider impacts to the watershed and overall water quality goals and objectives, especially as it relates to stormwater management. The quality of ground and surface water is a public benefit and need and the Comprehensive Plan identifies the protection of these important natural resources as a priority. The subject tract will provide additional stormwater management facilities and facilitate the goal of improved water quality, especially at the headwaters of a valuable water resource.

**6. Section 3.4.3.F. The application must comply with applicable requirements in the Application Manual.**

*Finding. The application has been reviewed by Town Staff and has been determined to be complete, meeting all requirements of the Applications Manual.*

**PLANNING COMMISSION RECOMMENDATION – ZONING MAP AMENDMENT:** The Planning Commission finds that the requirements of Section 3.4.3 of the Unified Development Ordinance are met and recommends Town Council approve the final reading for the Zoning Map Amendment.

**NEXT STEPS:** Based on the direction of Town Council, Town Staff will begin the following next steps to implement the suggested amendments:

Zoning Map Amendment Procedure	Step Completed
Step 1. Pre-Application Meeting	✓
Step 2. Application Check-In Meeting	✓
Step 3. Review by UDO Administrator	✓
Step 4. Planning Commission Public Workshop (August 26, 2015)	✓
Step 5. Planning Commission Public Hearing and Recommendation (September 3, 2015)	✓
Step 6. Town Council 1 <sup>st</sup> Reading (September 8, 2015)	✓
Step 7. Town Council Public Hearing and Final Reading (October 13, 2015)	

**ATTACHMENTS:**

1. Zoning Map Amendment Ordinance
2. Property Exhibit
3. Kent Estates Master Plan
4. UDO Table
5. Kent Estate Development Agreement Excerpt Section VII. Density and Land Uses
6. Partial Assignment and Assumption of Rights and Obligations Under Development Agreement from New Leaf, LLC to Lowcountry Evergreen, LLC
7. Partial Assignment and Assumption of Rights and Obligations Under Development Agreement from New Leaf, LLC to National Healthcare Corporation

ORDINANCE NO. 2015 -

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE TO APPROVE A ZONING MAP AMENDMENT FOR CERTAIN PROPERTY CONSISTING OF APPROXIMATELY 111 ACRES, MORE OR LESS, LOCATED ON OKATIE HIGHWAY (HWY 170) AND IDENTIFIED BY BEAUFORT COUNTY PARCEL IDENTIFICATION NUMBERS R610 029 000 0023 0000 AND R610 029 000 0483 0000 FROM THE KENT ESTATES PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT TO THE PRESERVE (PR) ZONING DISTRICT.

**WHEREAS**, on August 11, 2004 the Town of Bluffton Town Council approved the annexation, development agreement, and zoning map amendment for approximately 130 acres known as the Kent Estate PUD; and

**WHEREAS**, on October 11, 2011, the Town of Bluffton Town Council (the "Town Council") approved the Town's Official Zoning Map through the adoption of Ordinance 2011-16, as amended; and

**WHEREAS**, Kent Estate PUD property owners New Leaf, LLC, Lowcountry Evergreen, LLC, and associated interested parties are negotiating the sale of a portion of the Kent Estate PUD to Beaufort County as part of the Rural and Critical Lands Program; and

**WHEREAS**, on August 14, 2015, the UDO Administrator on behalf of the Town of Bluffton submitted an application requesting approval of a Zoning Map Amendment for a portion of the Kent Estates PUD consisting of approximately 111 acres, more or less, located on Okatie Highway (Hwy 170) and identified by Beaufort County Parcel Numbers R610 029 000 0023 0000 and R610 029 000 0483 0000 from the Kent Estates PUD Zoning District to the Preservation (PR) Zoning District; and

**WHEREAS**, Town of Bluffton Staff and Planning Commission have reviewed the Zoning Map Amendment application in accordance with the procedures established in state law and the Town's Unified Development Ordinance; and

**WHEREAS**, on \_\_\_\_\_, the Planning Commission held a Public Hearing and voted to forward Town Council a recommendation of \_\_\_\_\_ for the Zoning Map Amendment request to rezone the Properties to the Preserve (PR) Zoning District in accordance with the provisions of the Town of Bluffton Unified Development Ordinance.

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

**Section 1. Zoning Map Amendment.** The Town of Bluffton's Official Zoning Map is hereby amended the portion of the Kent Estates PUD consisting of approximately 111 acres, more or less, located on Okatie Highway (Hwy 170) and identified by Beaufort County Parcel Numbers R610 029 000 0023 0000

and R610 029 000 0483 0000 from the Kent Estates PUD Zoning District to the Preserve (PR) Zoning District in accordance with the provisions of the Town of Bluffton Unified Development Ordinance.

**Section 2. Ordinance if Full Force and Effect.** This Ordinance shall take full force and effect upon Beaufort County's purchase of the approximately 111 acres, more or less, located on Okatie Highway (Hwy 170) and identified by Beaufort County Parcel Numbers R610 029 000 0023 0000 and R610 029 000 0483 0000.

DONE, RATIFIED AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

This Ordinance was read and passed at First Reading on \_\_\_\_\_, 2015.

\_\_\_\_\_  
Lisa Sulka, Mayor  
Town of Bluffton, South Carolina

\_\_\_\_\_  
Sandra Lunceford  
Clerk, Town of Bluffton, South Carolina

A Public Hearing was held on this Ordinance on \_\_\_\_\_, 2015.

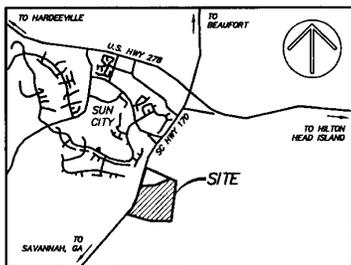
\_\_\_\_\_  
Lisa Sulka, Mayor  
Town of Bluffton, South Carolina

\_\_\_\_\_  
Sandra Lunceford  
Clerk, Town of Bluffton, South Carolina

This Ordinance was passed at Second and Final Reading held on \_\_\_\_\_, 2015.

\_\_\_\_\_  
Lisa Sulka, Mayor  
Town of Bluffton, South Carolina

\_\_\_\_\_  
Sandra Lunceford  
Clerk, Town of Bluffton, South Carolina



VICINITY MAP NOT TO SCALE

NOTES:

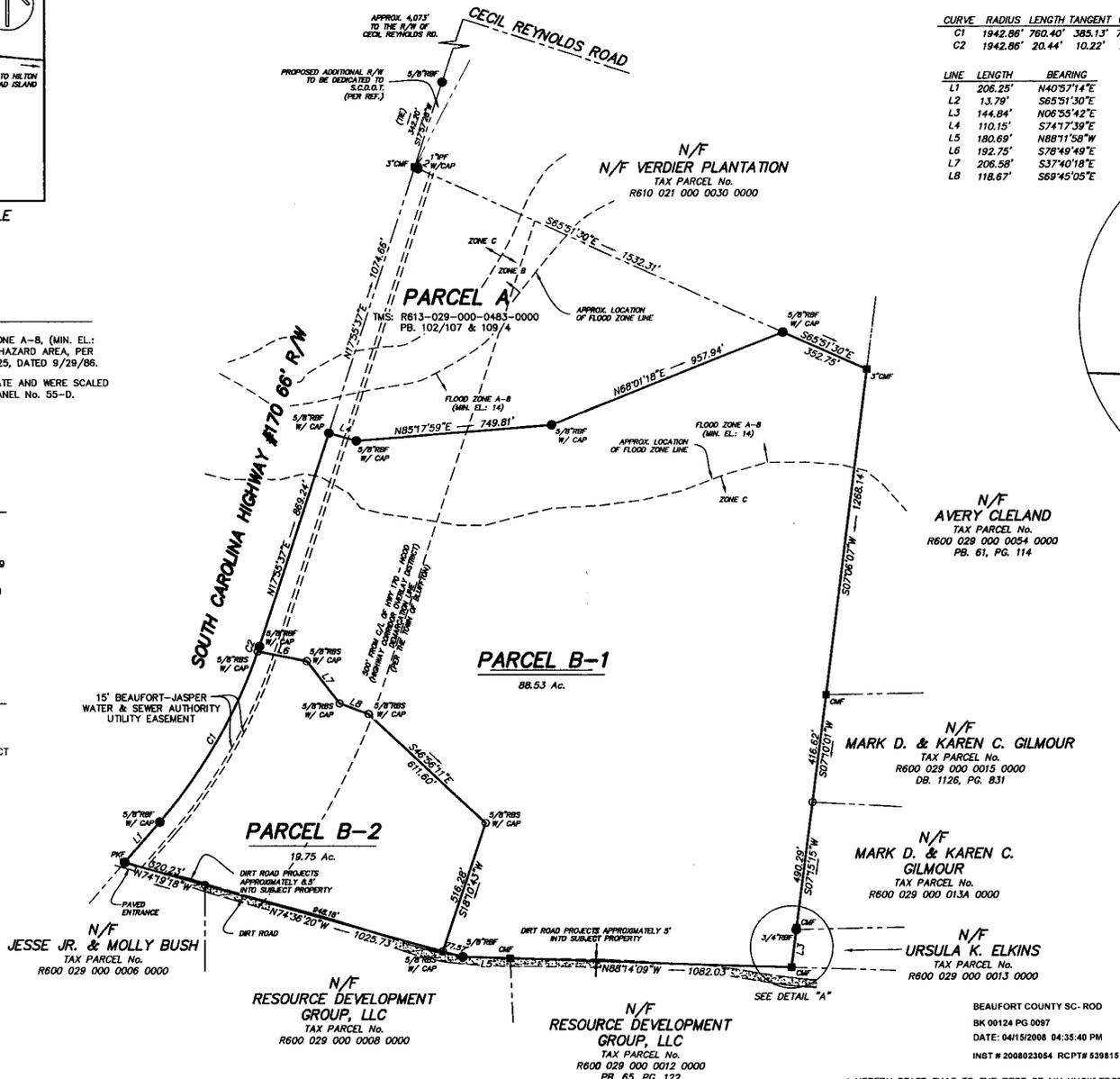
1. THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE A-B, (MIN. EL.: 14), AND IN ZONE C, NOT A SPECIAL FLOOD HAZARD AREA, PER FIRM PANEL No. 55-D, COMMUNITY No. 450025, DATED 9/28/86.
2. FLOOD HAZARD LINES SHOWN ARE APPROXIMATE AND WERE SCALED FROM FLOOD INSURANCE RATE MAP (FIRM) PANEL No. 55-D.
3. NOT ALL IMPROVEMENTS HAVE BEEN SHOWN.

REFERENCE:

1. "PLAT OF THE KAY FORD TRACT CONTAINING 130.8 ACRES"  
DATE: 01/15/04  
BY: MICHAEL JIM GARDNER, S.C.R.L.S. No. 12239
2. "A PLAT OF PARCELS A & B S.C. HIGHWAY 170 THE KAY FORD TRACT"  
DATE: 08/25/04, LAST REVISED: 11/15/04  
BY: DONALD R. COOK, JR., S.C.R.L.S. No. 19010  
RECORDED IN: PB. 109, PG. 4

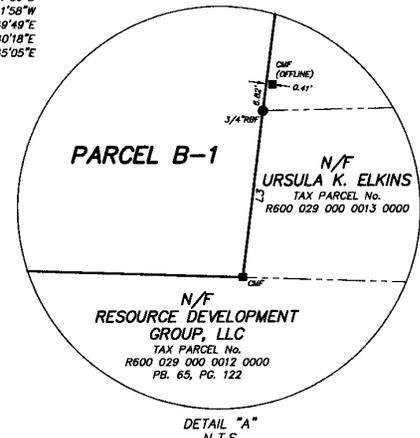
LEGEND:

- CMF CONCRETE MONUMENT FOUND
- RFB IRON REBAR FOUND
- RBS IRON REBAR SET
- HCO HIGHWAY CORRIDOR OVERLAY DISTRICT



CURVE	RADIUS	LENGTH	TANGENT	CHORD	CH.BRG.	DELTA
C1	1942.06'	760.40'	385.13'	755.55'	N29°44'30"E	22°25'28"
C2	1942.06'	20.44'	10.22'	20.44'	N181°3'41"E	0°36'10"

LINE	LENGTH	BEARING
L1	206.25'	N40°57'14"E
L2	13.79'	S85°51'30"E
L3	144.84'	N06°55'42"E
L4	110.15'	S74°17'38"E
L5	180.69'	N85°11'58"W
L6	192.75'	S78°40'49"E
L7	206.58'	S37°40'18"E
L8	118.67'	S89°45'05"E



Town of Bluffton  
Approved  
*[Signature]*

ACREAGE TABLE

PARCEL	ACRES
PARCEL B-1	88.53 ACRES
PARCEL B-2	19.75 ACRES
TOTAL	108.28 ACRES



WARD EDWARDS, INC.  
No. 12239  
No. C00152

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

MICHAEL JIM GARDNER  
S.C.R.L.S. No. 12239  
NOT VALID UNLESS COUNTERED WITH SEAL

BEAUFORT COUNTY SC-RD  
BK 00124 PG 0097  
DATE: 04/15/2008 04:35:40 PM  
INST # 2008023064 RCP#W 539815

A SUBDIVISION SURVEY OF  
**PARCELS B-1 & B-2**  
**S.C. HIGHWAY 170**  
A PORTION OF THE  
KAY FORD TRACT  
TAX PARCEL No. R613-029-000-0023-0000  
BLUFFTON TOWNSHIP, BEAUFORT COUNTY,  
SOUTH CAROLINA  
PREPARED FOR:  
**NEW LEAF, LLC & NATIONAL  
HEALTHCARE CORPORATION**

**WARD EDWARDS, INC.**  
Engineering • Planning • Science • Surveying

P.O. BOX 381 136 CANAL STREET SUITE 304  
BLUFFTON, SC 29910 FLORES, GA 31522  
PH (843) 837-8200 PH (912) 330-0028  
FAX (843) 837-2908 FAX (912) 330-0098  
http://www.ingeniumusa.com ftp://www.ingeniumusa.com

FIELD CHECK: ECR PROJECT No.: **030731F**  
OFFICE CHECK: DLJ FIELD BOOK No.: **536-11**  
DRAWN BY: LAM PROJECT NAME: **030731 SD**  
DATE: 04/14/08 FILE: **030731 SD4.dwg**  
SCALE: 1" = 300'

D:\Land Projects\030731 SD.dwg 03/21/08 3:21:19 PM EJT

Initial Master Plan  
for  
Kent Estates  
Beaufort County, South Carolina  
March 2004 (Last Rev. July 2013)

Planning by: \_\_\_\_\_ Prepared For: \_\_\_\_\_ Engineering by: \_\_\_\_\_



- Kent Estates - General Notes:**
- Residential and Commercial areas shall be developed as fee simple lots. Lot lines and the covenants, restrictions and provisions of this plan are designed to allow for open space, tree retention, side yards setbacks and construction of on site amenities and service areas.
  - Locations and configuration of sidewalks and pathways are subject to change in accordance with the Kent Estates Planned Unit Development (KEPUD) document.
  - For purposes of this exhibit open space includes Community Recreation areas (excluding impervious parking areas), retention ponds, wetlands, perimeter buffers, parks and designated open spaces within residential neighborhoods. This plan shows an estimated 50% open space for Kent Estates, in addition each lot is required to contribute open space. The total open space exceeds the minimum requirement.
  - Final layout, uses and use locations, roadway configuration and other design elements may be adjusted at the time of final development permit application to conform to site specific condition, environmental design criteria, market conditions, final engineering and other physical constraints, as defined in the Master Plan Narrative. This plan is conceptual in nature and based on current projections. The terms of the Development Agreement, Master Plan and Master Plan Narrative shall control future development of the property as set forth in the Master Plan Narrative.
  - Density Allocations are subject to change in accordance with the Kent Estates Planned Unit Development documents. At no time may the maximum density exceed 40 residential dwelling units as stated in the Kent Estates Planned Unit Development documents.
  - All acreages are approximate, as is appropriate for the Initial Master Plan and are subject to change when land use boundaries change. These changes will be made in accordance with the Kent Estates Planned Unit Development documents.
  - The development summary is not the comprehensive listing of all allowable land uses allowed in the Kent Estates Planned Unit Development district. See the Kent Estates Planned Unit Development documents that accompany this plan for a comprehensive listing of all allowed land uses.
  - The boundary and wetland survey was prepared by Gardner Williams and Associates, surveyors in cooperation with Sigh Environmental Services. The Army Corp of Engineers has issued a letter confirming the survey. A copy of the Corp letter is included with this application.

RELEASE FOR CONSTRUCTION DATE: \_\_\_\_\_  
RELEASE FOR PERMIT DATE: \_\_\_\_\_  
OTHER: DATE 3/29/2004

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This drawing and its reproduction are the property of the Architects and may not be reproduced, published, or used in any way without the written permission of the Architects.

NO.	DATE	REVISION
1	3/29/04	
2	3/2012	ADDED NEW S.C. 170 R/W AND NHC BOUNDARY

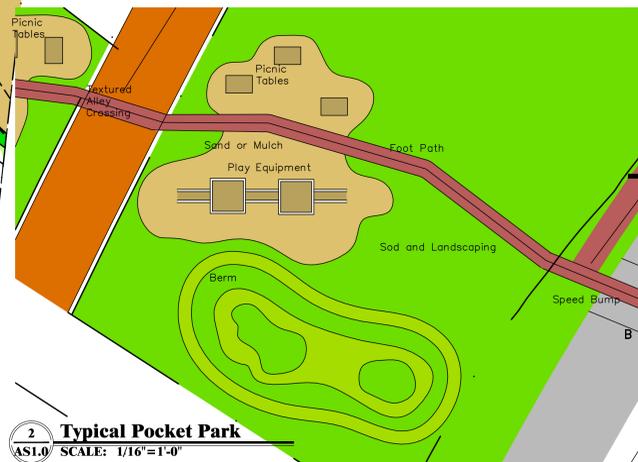
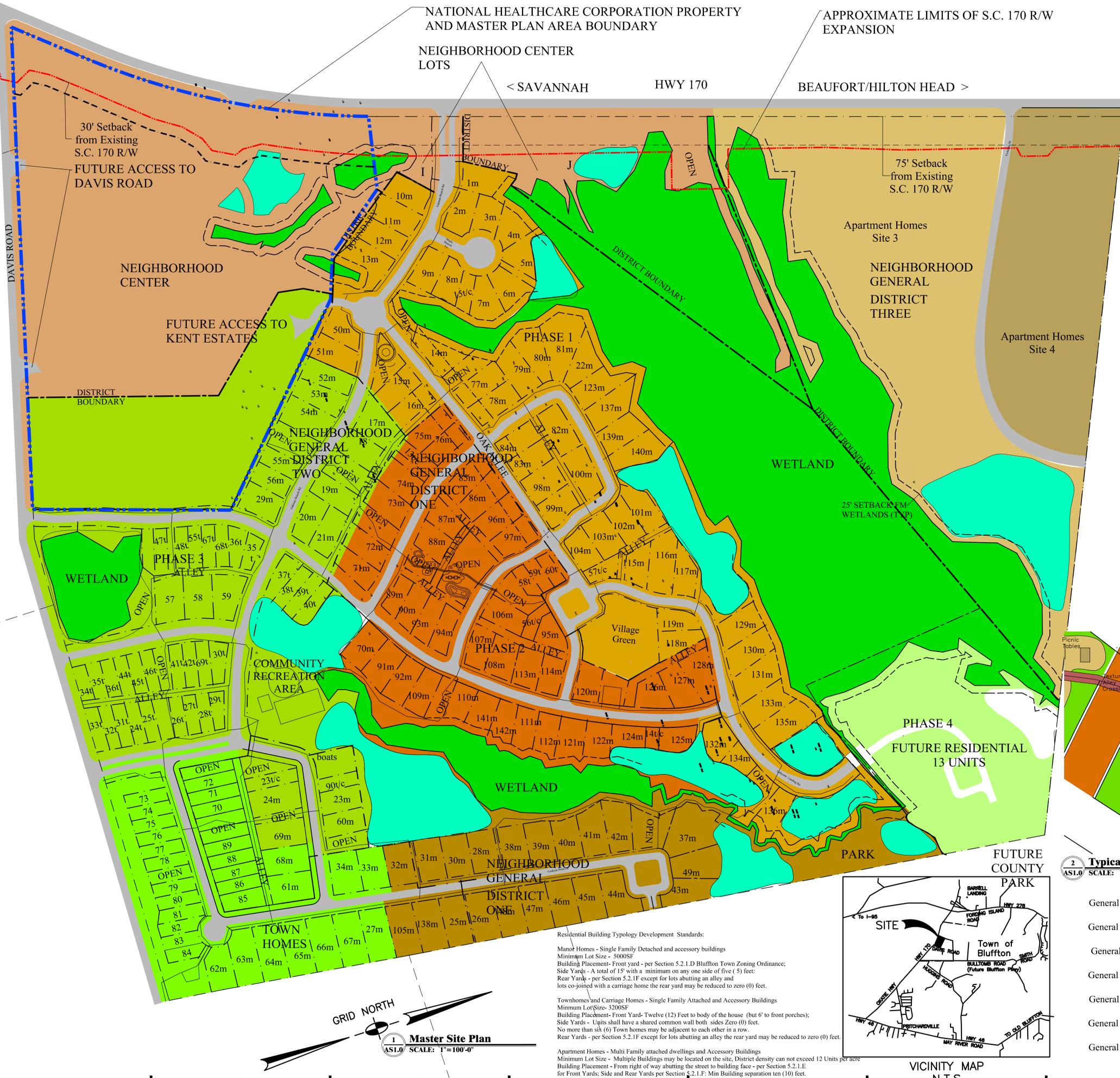
**KRA, INC.**  
ARCHITECTURE, PLANNING AND ENGINEERING  
Beaufort Towne Village  
18 Oak Forest Road, Bluffton SC 29910  
843/815-2021 Fax 843/815-2022  
E-Mail: info@krainc.us

**Kent Estates**  
**A Touch of the Lowcountry**  
Highway 170 @ Sun City  
Bluffton Township, SC  
PREPARED FOR:  
**New Leaf Development, LLC**

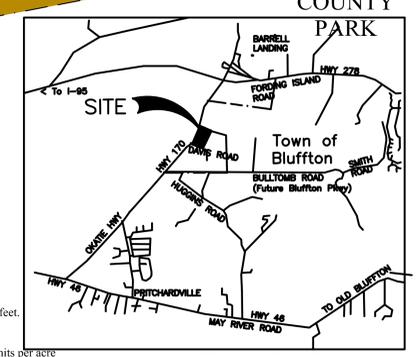
PROJECT NO: 3458  
DRAWN BY: MTD  
CHECKED BY: JTR

Master Site Plan

SHEET NO.  
**AS1.0**



General Residential 1 Phase 1	General Residential 3 Site 3
General Residential 1 Phase 2	General Residential 3 Site 4
General Residential 1 Phase 3	Neighborhood Commercial (10)
General Residential 1 Phase 4	Wetlands
General Residential 2 Phase 1	Roads
General Residential 2 Phase 2	Storm Water Retention
General Residential 2 Phase 3	



**Residential Building Typology Development Standards:**

**Manor Homes - Single Family Detached and Accessory Buildings**  
Minimum Lot Size - 5000SF  
Building Placement - Front yard - per Section 5.2.1.D Bluffton Town Zoning Ordinance;  
Side Yards - A total of 15' with a minimum on any one side of five (5) feet;  
Rear Yards - per Section 5.2.1F except for lots abutting an alley and lots co-joined with a carriage home the rear yard may be reduced to zero (0) feet.

**Townhomes and Carriage Homes - Single Family Attached and Accessory Buildings**  
Minimum Lot Size - 3200SF  
Building Placement - Front Yard - Twelve (12) Feet to body of the house (but 6' to front porches);  
Side Yards - Units shall have a shared common wall both sides Zero (0) feet.  
No more than six (6) Town homes may be adjacent to each other in a row.  
Rear Yards - per Section 5.2.1F except for lots abutting an alley the rear yard may be reduced to zero (0) feet.

**Apartment Homes - Multi Family attached dwellings and Accessory Buildings**  
Minimum Lot Size - Multiple Buildings may be located on the site, District density can not exceed 12 Units per acre  
Building Placement - From right of way abutting the street to building face - per Section 5.2.1.E for Front Yards; Side and Rear Yards per Section 5.2.1.F; Min Building separation ten (10) feet.

GRID NORTH  
**1 Master Site Plan**  
SCALE: 1"=100'-0"



**Table 4.3 Uses by District**

	Preserve (PR)	Agricultural (AG)	Rural Mixed Use (RMU)	Residential General (RG)	Neighborhood Core (NC)	General Mixed Use (GM)	Light Industrial (LI)	Riverfront Edge Historic District (RV-HD)	Historic District (NCV-HD)	Neighborhood General Historic District (NG-HD)	Historic District (NCE-HD)	Neighborhood Center Historic District (NC-HD)	Neighborhood Core Historic District (NC-HD)
<b>Residential</b>													
Single-family Detached	-	P	P	P	P	P	P	P	P	P	P	P	P
Single-family Attached	-	-	P	P	P	P	P	-	-	P	P	P	P
Multi-Family	-	-	-	-	P	P	P	-	-	-	P	P	P
Accessory Dwelling Unit	-	C	C	C	C	C	C	C	C	C	C	C	C
<b>Agriculture/Conservation</b>													
Agricultural Use and Structures	P	P	P	P	P	P	P	P	P	P	P	P	P
Animal Hospital, Veterinary Clinic, Kennel	-	-	SE	-	SE	SE	SE	-	-	-	-	-	SE
Horse Riding School, Horse Training Facility and/or Commercial Stables	-	P	P	-	-	P	P	-	-	-	-	-	-
Seafood/Shellfish Packaging/ Processing	-	-	-	-	-	SE	P	SE	-	-	-	-	-
<b>Commercial Services</b>													
Outdoor Sales	-	C	C	-	C	C	C	-	C	C	C	C	C
Retail Businesses	-	-	P	-	P	P	P	-	P	P	P	P	P
Personal Service Establishments	-	-	P	-	P	P	P	-	P	P	P	P	P
Restaurant	-	-	C	-	C	C	C	-	-	C	C	C	C
Motor Vehicle Sales and Service	-	-	-	-	-	P	P	-	-	-	-	-	-
Fueling/Service Station including fuel pumps/ Convenience Store	-	-	C	-	C	P	P	-	-	C	-	-	C
Car Wash	-	-	C	-	C	P	P	-	-	C	-	-	C
Tattoo/Body Art Parlor	-	-	-	-	-	P	P	-	-	-	-	-	-
Adult Oriented Business	-	-	-	-	-	SE	SE	-	-	-	-	-	-
Low Speed Recreational Vehicle Sales	-	-	-	-	-	-	-	-	-	-	-	-	C

- 1 Introduction
- 2 Administration
- 3 Application Process
- 4 Zoning Districts
- 5 Design Standards
- 6 Sustainable Development Incentives
- 7 Nonconformities
- 8 Penalties & Enforcement
- 9 Definitions & Interpretation





- 1 Introduction
- 2 Administration
- 3 Application Process
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- 5 Design Standards
- 6 Sustainable Development Incentives
- 7 Nonconformities
- 8 Penalties & Enforcement
- 9 Definitions & Interpretation

**Table 4.3 Uses by District**

	Preserve (PR)	Agricultural (AG)	Rural Mixed Use (RMU)	Residential General (RG)	Neighborhood Core (NC)	General Mixed Use (GM)	Light Industrial (LI)	Riverfront Edge Historic District (RV-HD)	Neighborhood Conservation Historic District (NCV-HD)	Neighborhood General Historic District (NG-HD)	Neighborhood Center Historic District (NCE-HD)	Neighborhood Core Historic District (NC-HD)
<b>Lodging</b>												
Bed and Breakfast - maximum of 6 guest rooms	-	P	P	P	P	P	-	P	P	P	P	P
Inns - maximum of 12 guest rooms	-	-	P	-	P	P	-	-	C	P	P	P
Hotel (no room limit)	-	-	-	-	-	P	P	-	-	-	-	P
<b>Office</b>												
Home Occupation	-	P	P	P	P	P	P	P	P	P	P	P
Professional Offices	-	-	P	-	P	P	P	-	P	P	P	P
<b>Health/Human Care</b>												
Family Day Care Home (6 or less children)	-	P	P	P	P	P	P	P	P	P	P	P
Group Day Care Home (7 to 12 children)	-	P	P	P	P	P	P	-	-	P	P	P
Child Care Center (13 or more children)	-	P	P	P	P	P	P	-	-	P	P	P
Hospitals	-	-	-	-	-	P	P	-	-	-	-	-
Medical Offices and Clinics	-	-	P	-	P	P	P	-	-	P	P	P
Nursing Homes and Long-term Care	-	P	P	-	P	P	P	-	-	P	P	P
<b>Recreation/Entertainment</b>												
Campgrounds and Recreational Vehicle Parks	P	P	-	-	-	-	-	-	-	-	-	-
Golf Course	-	P	-	P	-	P	P	-	-	-	-	-
Recreation Facility	C	C	C	-	C	C	C	-	-	-	C	C
Theaters and Auditoriums	-	-	-	-	P	P	-	-	-	-	P	P





**Table 4.3 Uses by District**

	Preserve (PR)	Agricultural (AG)	Rural Mixed Use (RMU)	Residential General (RG)	Neighborhood Core (NC)	General Mixed Use (GM)	Light Industrial (LI)	Riverfront Edge Historic District (RV-HD)	Neighborhood Conservation Historic District (NCV-HD)	Neighborhood General Historic District (NG-HD)	Neighborhood Center Historic District (NCE-HD)	Neighborhood Core Historic District (NC-HD)
<b>Civic/Institutional</b>												
Cemetery	-	P	P	P	P	P	P	-	-	P	P	P
Club, Lodge, Union Hall, or Social Center	-	-	P	-	P	P	P	-	-	P	P	P
Conference or Exhibition Center	-	-	-	-	P	P	P	-	-	-	-	P
Government Building	P	P	P	P	P	P	P	P	P	P	P	P
Parks	P	P	P	P	P	P	P	P	P	P	P	P
Museum	P	P	P	P	P	P	-	P	P	P	P	P
Religious Assembly	-	P	P	P	P	P	P	P	P	P	P	P
School	-	P	P	P	P	P	P	P	P	P	P	P
Utilities	P	P	P	P	P	P	P	P	P	P	P	P
<b>Industrial</b>												
Artisan Workshop	-	P	P	-	P	P	P	-	P	P	P	P
Concrete and Asphalt Plants	-	-	-	-	-	-	SE	-	-	-	-	-
Contractor's Office	-	-	C	-	C	C	C	-	-	C	-	-
Junk and Salvage Operations	-	-	-	-	-	-	C	-	-	-	-	-
Light Assembly/Fabrication	-	-	-	-	-	C	P	-	-	-	-	P
Manufacturing	-	-	-	-	-	-	C	-	-	-	-	-
Mini-warehouses or Self-service Storage Facilities	-	-	-	-	-	C	P	-	-	-	-	-
Research and Laboratory	-	C	C	-	P	P	P	-	-	-	P	P
Solid Waste Transfer Facility/ Recycling Center	-	-	-	-	-	-	C	-	-	-	-	-
Telecommunication Towers	-	C	C	C	C	C	C	-	-	-	-	-
Warehouse or Distribution Operation	-	-	-	-	-	-	P	-	-	-	-	-
<b>Other</b>												
Public and Private Parking Structures and Stand Alone Parking Lots	-	-	-	-	-	-	-	-	-	-	P	P

- 1 Introduction
- 2 Administration
- 3 Application Process
- 4 Zoning Districts
- 5 Design Standards
- 6 Sustainable Development Incentives
- 7 Nonconformities
- 8 Penalties & Enforcement
- 9 Definitions & Interpretation



## **Kent Estate Development Agreement Excerpt**

It is acknowledged that nothing in this agreement shall be deemed or construed to affect the right of any person to seek a variance from the provisions of the Zoning Regulations in accordance with applicable state and local laws in effect at the time of the variance application.

### **VI. DEVELOPMENT SCHEDULE**

The Property shall be developed in accordance with the development schedule, attached as Exhibit D. Pursuant to the Act, the failure of the Owner and Developer(s) to meet the development schedule shall not in and of itself, constitute a material breach of this agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owners and Developer(s) good faith efforts to attain compliance with the development schedule. These schedules are planning and forecasting tools only. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Furthermore, periodic adjustments to the development schedule, which may be submitted by Owner/ Developers in the future, shall not be considered a material amendment or breach of the Agreement.

### **VII. DENSITY AND LAND USES**

Mixed-use development on the Property shall be limited to the following:

**A. Residential Units:** A total of 449 Residential Units, including attached and detached single family, patio lots, zero lot line and multifamily condominium units, as more particularly shown and described in Exhibit C hereto, with the flexibility to adjust unit types and other development matters as set forth in the Initial Master Plan. Notwithstanding the basic maximum of 449 total residential units, an additional 8 residential units may be developed if the alternate development option is chosen in lieu of Phase IV development, as provided under the Exhibit C Initial Master Plan. In such event, the maximum residential development would become 457 units.

**B. Non-Residential Development:** A total of 119,000 sq. ft. of non-residential space, as set forth under the Initial Master Plan, with the flexibility and optional non-residential lot, as set forth in the Initial Master Plan. For the purpose of this clause, governmental service buildings and community use and recreational space, constructed solely for the residents of the property, shall not be included in the calculation of non-residential square footage.

**VIII. RESTRICTED ACCESS**

Owner and / or Developer shall have the right to develop restricted access communities within the Property.

**IX. EFFECT OF FUTURE LAWS**

Owner and Developers shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future pursuant to the terms hereof, and this Development Agreement for the entirety of the Term. Future enactments of, or changes or amendments to Town ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations shall apply to the Property only if permitted pursuant to the Act.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the Town, or of any law or ordinance of general application throughout the Town found by Bluffton Town Council to be necessary to protect the health, safety and welfare of the citizens of Bluffton. Notwithstanding the above, the Town may apply subsequently enacted laws to the Property only in accordance with the Act.

**X. INFRASTRUCTURE AND SERVICES**

Bluffton and Owner recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Owner and Developers, and many other necessary services will be provided by other governmental or quasi-governmental entities, and not by the Town of Bluffton. For clarification, the parties make specific note of and acknowledge the following:

**A. Private Roads.** All roads within the property within gated communities, or for the exclusive use by Owners within the Property, shall be constructed by the Owner and / or Developers, and maintained by them and / or Owners Association, or dedicated to other appropriate entities. The Town of Bluffton will not be responsible for construction or



a. Assignee's prorated share of the cost of the constructing the Leisure Trail, as defined at Section XI (A) of the Development Agreement, said share being \$2,408.00 per year for four (4) consecutive years to timing of which to coincide with payment of the Assignor's prorated share thereof;

b. Payment of the Interim Development Fees for multi-family units and the Boat Ramp Repair Fund payment for each unit Assignee constructs upon the Property as described at Section XI (C) and (D), respectively, of the Development Agreement.

c. Assignee shall be responsible for payment to the Town of its prorated share of any charges for traffic signals pursuant to Section X (C) of the Development Agreement to a maximum obligation by Assignee of \$8,600.00.

d. The remaining costs, fees and charges due by the Assignor pursuant to the Development Agreement shall remain the responsibility of the Assignor and shall form a part of 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.

2. Excluded Obligations This Assignment shall not include and the Assignor shall retain all such rights and obligations pursuant to the Development Agreement as follows (the "Excluded Obligations"):

a. to develop ninety (90) Townhouses and the Interim Development Fees (as defined by the Development Agreement) associated therewith;

b. to develop one hundred fifty-five (155) Manor Homes and the Interim Development Fees associated therewith;

c. to develop one hundred nineteen thousand (119,000) square feet of commercial property and the Interim Development Fees associated therewith;

d. any and all other development fees and costs not otherwise allocated between the Assignor and Assignee pursuant to the Agreement.

3. Estoppel Certificate. Pursuant to Article XVIII 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 August 11, 2004 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 there under 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 XIII of the Development Agreement of transfer of the Property and hereby consents to the terms of this Partial Assignments 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.
- (f) that by its execution hereof, the Town confirms that Assignor by assigning multi family residential zoning retains all rights that Assignor may have to the single family residential and general commercial and/or neighborhood commercial and that this transfer in no way affects such rights and that the acreage associated with this transfer in no way counts against single family residential, general commercial and/or neighborhood commercial acreage rights held by Assignor.

4. Default and Enforcement of Provisions. As provided in Article XIV 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. Ant 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:

New Leaf, LLC  
 c/o Charles Wayne Properties, Inc.  
 444 Seabreeze Boulevard, Suite 1000  
 Daytona Beach, FL 32118  
 Attn: Charles Lichtigman

With a required copy to:

McNair Law Firm, P.A.  
 23-B Shelter Cove Lane  
 Suite 400  
 Hilton Head Island, SC 29928-3588  
 Attn: Walter Nester, Esquire

As to Assignee:

Dr. Paul R. Steadman  
~~8805 Briarstone Lane~~ 5064 Crofton Drive  
~~Waxhaw, NC 28173~~ Fort Mill, SC 29715

With a required copy to:

Daniel A. Saxon, Esquire  
 Novit, Scarminach & Akins, P.A.

PO Drawer 14  
Hilton Head Island, SC 29938

As to the Town of Bluffton:

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

With a required copy to:

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

6. Binding Effect. This Partial Assignment and Assumption shall inure to the benefit 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 assign

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties have caused this Partial Assignment and Assumption to be duly executed as of the 13 day of MARCH, 2006.

WITNESSES:

NEW LEAF, LLC d/b/a NEW LEAF DEVELOPMENT, LLC  
a Delaware limited liability company

Lola L. Affolter  
Notary Public

By: Charles S. Cichely  
Its Manager

FLORIDA )  
STATE OF ~~SOUTH CAROLINA~~ )  
VOLUSIA )  
COUNTY OF ~~BEAUFORT~~ )

ACKNOWLEDGMENT

I, the undersigned Notary Public for ~~South Carolina~~ Florida, do hereby certify that Charles S. Cichely as Manager of New Leaf, LLC, d/b/a New Leaf Development, LLC., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13<sup>th</sup> day of March, 2006.

Lola L. Affolter  
Notary Public for ~~South Carolina~~ Florida  
My Commission Expires:







8/13 by Mar. Vandiver

BEAUFORT COUNTY SC - ROD  
BK 02712 PGS 2383-2400  
FILE NUM 2008024951  
04/23/2008 01:33:10 PM  
REC'D BY R WEBB RCPT# 541008  
RECORDING FEES 13.00

Prepared by and when recorded return to:

MCGNAIR LAW FIRM, P.A./WJN  
Shelter Cove Executive Park, Suite 400  
23-B Shelter Cove Lane  
P.O. Office Drawer 3  
Hilton Head Island, SC 29938  
(843) 785-2171

STATE OF SOUTH CAROLINA ) PARTIAL ASSIGNMENT AND ASSUMPTION  
 ) OF RIGHTS AND OBLIGATIONS UNDER  
COUNTY OF BEAUFORT ) DEVELOPMENT AGREEMENT  
(Book 2045, Page 1139)

**THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT** ("Partial Assignment") is dated this 21<sup>st</sup> day of April, 2008, by and between **NEW LEAF, LLC**, a Delaware limited liability company with an address of c/o Charles Wayne Properties, Inc., 444 Seabreeze Boulevard, Suite 1000, Daytona Beach, FL 32118 ("Assignor"), and **NATIONAL HEALTHCARE CORPORATION**, a Tennessee corporation with an address of 100 Vine Street, Murfreesboro, TN 37130 ("Assignee").

**WITNESSETH:**

**WHEREAS**, on or about the 11th day of August, 2004, Assignor entered into a Development Agreement ("Development Agreement") with the Town of Bluffton, South Carolina (the "Town") incident to the annexation, creation and future development of the Kent Estates Planned Unit Development ("PUD"), which Development Agreement is recorded in the Office of the Register of Deeds for Beaufort County in Book 2045 at Page 1139; and

**WHEREAS**, Assignor entered into a Contract of Sale and Purchase ("Agreement") with Assignee with an effective date of July 23, 2007, providing for the sale by Assignor and the purchase by Assignee of an approximate nineteen and seventy-five one hundredths (19.75) acre parcel of real property within the Kent Estates PUD, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), for the construction of a senior living healthcare facility; and

**WHEREAS**, an integral part of the conveyance of the Property by Assignor to Assignee, it 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 terms of the Development Agreement applicable to the Property, as more particularly described herein.

**NOW, THEREFORE**, in consideration of the aforesaid premises and Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy whereof is herewith 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 Kent Estates PUD Initial Master Plan. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, such rights as it may have to construct up to sixty-nine thousand

(69,000) square feet of Non-Residential Development density together with such rights for the land uses on the Property that are defined in the Development Agreement and Initial Master Plan as Non-Residential Development density (the "Assigned Land Use"). Assignee shall be entitled to all of the privileges and obligations as described in the Development Agreement and the Kent Estates PUD Initial Master Plan ("Master Plan") applicable for the Assigned Land Use to the Property except for those certain excluded obligations, rights and privileges ("Excluded Obligations") identified hereinbelow. 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 for the Property, except for the Excluded Obligations defined hereinbelow. The Assignee shall be solely responsible for payment to the Town of the following fees associated with the Property pursuant to the Development Agreement:

- a. Assignee's prorated share (15.104%) of the cost of constructing the Leisure Trail, as defined at Section XI (A) of the Development Agreement, said share being Two Thousand One Hundred Fourteen and 56/100 Dollars (\$2,114.56) per year, the timing of which to coincide with payment of the Assignor's prorated share thereof;
- b. Assignee's prorated share (15.104%) of the Fee in Lieu of Taxes applicable to the Property as described and due pursuant to Section XI.F of the Development Agreement, said share being Ten Thousand Five Hundred Seventy-Two and 80/100 Dollars (\$10,572.80) per year;
- c. Assignee shall be responsible for payment to the Town of the Property's prorated share (15.104%) of any charges for traffic signals pursuant to Section X (C) of the Development Agreement; and
- d. Assignee shall be responsible for payment to the Town of the Property's prorated share (15.104%) of administration charges for necessary planning pursuant to Section XI.B of the Development Agreement, said share being Six Thousand Six Hundred Forty-Five and 76/100 Dollars (\$6,645.76) per year.
- e. Assignee shall be responsible for payment to the Town of Interim Development Fees for the Assigned Land Use pursuant to Section XI(C) of the Development Agreement.

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.

2. Excluded Obligations. This Assignment shall not include and the Assignor shall retain all such rights and obligations pursuant to the Development Agreement as follows (the "Excluded Obligations"):
  - a. to develop up to two hundred fifty-three (253) Residential Units and the Interim Development Fees (as defined by the Development Agreement) associated therewith;
  - b. to develop fifty thousand square feet (50,000 sf) of Non-Residential Development density and the Interim Development Fees associated therewith;

- c. to develop two hundred four (204) apartment dwelling units and the Interim Development Fees associated therewith, which Assignor has already assigned to Lowcountry Evergreen, LLC by virtue of the Partial Assignment and Assumption of Rights and Obligations under the Development Agreement dated March 13, 2006 and recorded in the Beaufort County ROD Office in Book 2341, at Page 1489;
  - d. any and all other development fees and costs not otherwise allocated between the Assignor and Assignee pursuant to the Agreement.
3. Estoppel Certificate. Pursuant to Article XVIII 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 August 11, 2004 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 XIII 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;
  - (f) that by its execution hereof, the Town confirms that Assignor by assigning the Assigned Land Use for the herein described portion of the Non-Residential Development zoning to Assignee, Assignor nevertheless retains all rights that Assignor may have to the Residential Units and the remaining fifty thousand square feet (50,000 sf) of Non-Residential Development zoning and that this transfer in no way affects such rights and that the acreage associated with this transfer in no way counts against the Residential and/or the remaining fifty thousand square feet (50,000 sf) of Non-Residential Development acreage rights held by Assignor.
4. Default and Enforcement of Provisions. As provided in Article XIV 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.

- S. 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:                   New Leaf, LLC  
c/o Charles S. Lichtigman  
444 Seabreeze Blvd, Suite 1000  
Daytona Beach, FL 32118
- With a required copy to:       McNair Law Firm, P.A.  
23-B Shelter Cove Lane, Suite 400  
Hilton Head Island, SC 29928-3588  
Attn: Walter Nester, III
- As to Assignee:                   National HealthCare Corporation  
Thomas B. Campbell, CCIM  
Director of Development  
100 Vine Street  
Murfreesboro, TN 37130
- With a required copy to:       John K. Lines  
Senior Vice President and General Counsel  
National HealthCare Corporation  
100 Vine Street  
Murfreesboro, TN 37130
- With a required copy to:       Moore & Van Allen, PLLC  
40 Calhoun Street, Suite 300  
Charleston, SC 29401  
Attn: D. Carlyle Rogers
- 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 benefit 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.

IN WITNESS WHEREOF, the parties have caused this Partial Assignment and Assumption to be duly executed as of the 16<sup>th</sup> day of April, 2008.

WITNESSES:

NEW LEAF, LLC

*Debra K. Rouse*  
*Debra K. Rouse*

By: Kent Estates Investors, LLC, Its Manager

By: *Charles S. Lichtigman*  
Charles S. Lichtigman, Manager

STATE OF SC )  
COUNTY OF Beaufort )

ACKNOWLEDGEMENT

I, Debra K. Rouse, a Notary Public for said County and State, do hereby certify that Charles S. Lichtigman, the Manager of Kent Estates Investors, LLC, the Manager of New Leaf, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 16<sup>th</sup> day of April, 2008.

*Debra K. Rouse* (SEAL)  
Notary Public For S.C.  
My commission expires: 3-4-2014

IN WITNESS WHEREOF, the parties have caused this Partial Assignment and Assumption to be duly executed as of the 21<sup>st</sup> day of April, 2008.

<p>WITNESSES:</p> <p><u>Thomas B. Campbell</u></p> <p><u>Chen Wu</u></p>	<p>NATIONAL HEALTHCARE CORPORATION</p> <p>By: <u>Stephen J. Platt</u></p> <p>Name: <u>Stephen J. Platt</u></p> <p>Its: <u>Senior Vice President Development</u></p>
--	---

STATE OF Tennessee )  
 COUNTY OF Reaherford )

ACKNOWLEDGEMENT

I, Barbara Harris, a Notary Public for said County and State, do hereby certify that Stephen J. Platt, as Senior VP - Development of National HealthCare Corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 21<sup>st</sup> day of April, 2008.

Barbara Harris (SEAL)  
 Notary Public For \_\_\_\_\_  
 My commission expires: 8-24-11



**Exhibit "A"****Property Description**

All that certain piece, parcel or tract of land lying and being in Bluffton Township, Beaufort County, South Carolina, being shown and designated as PARCEL B-2 on a plat entitled "A SUBDIVISION SURVEY OF PARCELS B-1 & B-2 S.C. HIGHWAY 170 A PORTION OF THE KAY FORT TRACT TAX PARCEL NO. R613-029-000-0023-0000 BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA PREPARED FOR: NEW LEAF, LLC & NATIONAL HEALTHCARE CORPORATION" prepared by Ward Edwards, Inc., certified by Michael Jim Gardner, S.C.P.L.S. No. 12239 dated April 14, 2008 and recorded on April 15, 2008 in the ROD Office for Beaufort County in Plat Book 124 at Page 97; said tract has such size, shape, metes, bounds and dimensions as are shown on said plat.