



Northern Regional Plan Implementation Committee Meeting

Chairman
MIKE TOMY

Vice Chairman
ED PAPPAS

Committee Members
JERRY ASHMORE
EARL CAMPBELL
COLIN MOORE
GERALD DAWSON
BRIAN FLEWELLING
YORK GLOVER
ALICE HOWARD
MIKE McFEE
JOE DEVITO

County Administrator
ERIC GREENWAY

Staff Support
ERIC GREENWAY
ROBERT MERCHANT

Administration Building
Beaufort County Government
Robert Smalls Complex
100 Ribaut Road

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Beaufort County Northern Regional Plan Implementation Committee Agenda

Friday, June 25, 2021, 9:30 AM

Hybrid Meeting

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. FOIA – PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.
4. APPROVAL OF [MINUTES](#) – May 28, 2021
5. CITIZEN COMMENTS (*Comments are limited to 3 minutes.*)

MEETING LINK:

Meeting number (access code): 160 497 6271

Passcode: 736494

DISCUSSION ITEMS - UPDATES

6. PRIORITIZED LIST OF ACTION ITEMS 2021
 - Review of NRPIC Mandate
 - Local Options Sales Tax
 - Uniform Yard Waste
 - Curb-side Pickup
 - Regional Stormwater
 - Bike & Pedestrian Pathways
 - Plastic Bag Ban
 - Regional / Community Parks
 - Consolidated Fire Service
 - Direction of Growth Development
 - Workforce Development
 - Rural Community Fire Protection
 - Rural Community – public water / adequate water
 - Beaufort County & Municipality Comprehensive Plans

Lady's Island Community Preservation Committee Update

Lady's Island Village Center Task Force Update

7. ROUND THE TABLE COMMENTS

NEW / OTHER BUSINESS

8. THE NEXT REGULAR MEETING IS SCHEDULED FOR FRIDAY, JULY 23, 2021, 9:30 A.M. ADDITIONAL DETAILS WILL BE PROVIDED PRIOR TO THE JULY MEETING DATE.

9. ADJOURNMENT

Northern Beaufort County Regional Plan Implementation Committee
Hybrid Meeting Minutes
Friday, May 28, 2021, 9:30 a.m.

ATTENDANCE

Members Present: Mike Tomy, MPC Chairman (Chairman); Alice Howard, Beaufort County Council; Mike McFee, City of Beaufort Mayor Pro Tem; Jerry Ashmore, Town of Port Royal Mayor Pro Tem; and Stephen Murray, City of Beaufort Mayor

Members Absent: Ed Pappas, Beaufort County Planning Commission Chairman (Vice Chairman); Joe DeVito, Town of Port Royal Mayor; York Glover, Beaufort County Council; Gerald Dawson, Beaufort County Council; Earl Campbell, Beaufort County School Board Chair; Brian Flewelling, Beaufort County Council; and Colin Moore, Town of Yemassee Mayor

Staff Present: Robert Merchant, Beaufort County Planning & Zoning Department Acting Director; Noah Krepps, Beaufort County Planning & Zoning Department Long Range Planner; Katie Herrera, Beaufort County Stormwater Utility Management; and Chris DiJulio-Cook, Beaufort County Planning & Zoning Senior Administrative Specialist

Other Attendees: Van Willis, Town of Port Royal Town Manager; General Mitch Mitchell, City of Beaufort Council; Stephanie Rossi, Lowcountry Council of Governments Planning Director; Haythem Shata, Sherwood Design Engineers Consultant; Brianna Frey, Asakura Robinson; Alex Miller, Asakura Robinson; Colonel Karl Arbogast, Commanding Officer MCAS Beaufort; Ginnie Kozak

CALL TO ORDER: Chairman Mike Tomy called the Northern Regional Plan Implementation Committee (NRPIC) meeting to order at 9:37 a.m.

PLEDGE OF ALLEGIANCE: Chairman Mike Tomy led those assembled in the Pledge of Allegiance.

APPROVAL OF MINUTES: Beaufort County Councilman Mike McFee made a motion to approve the March 26, 2021 minutes as submitted, and Mayor Stephen Murray seconded the motion to approve. There was unanimous support for the motion. Chairman Mike Tomy asked if there were any modifications to the agenda. Mayor Stephen Murray made a motion requesting item 11 on the agenda, Lady's Island Plan Implementation Status, be moved to item 5, following the Citizen Comments. Beaufort County Councilman Mike McFee seconded the motion. After a unanimous vote the agenda was modified.

CITIZEN COMMENTS: There were none. Mayor Stephen Murray welcomed Colonel Arbogast, Commanding Officer of Marine Corps Air Station, Beaufort

DISCUSSION ITEM:

Chairman Mike Tomy led discussion regarding updates to the **Lady's Island Plan Implementation Committee Status** – A document for dissolution of the LIPIC, dated May 28, 2021 was read by Chairman Tomy. Upon completion he asked for comments. Mayor Stephen

Murray thanked the members of LIPIC for their efforts, including Rob Merchant, Acting Director of the Beaufort County Planning & Zoning and Allen Patterson, Chairperson of the Lady's Island Plan Implementation Committee and supported the dissolution of the committee. Alice Howard, Beaufort County Council, also commented on the accomplishments of the LIPIC and agreed it was an appropriate time for the dissolution. Mayor Stephen Murray motioned for the dissolution of the LIPIC based on the statements within the document read by Chairman Tomy and asked the letter be included as part of the minutes. Alice Howard seconded. The motion to dissolve the Lady's Island Plan Implementation Committee passed unanimously. Chairman Tomy to forward LIPIC letter of dissolution and Village Task Force mandates to be included with minutes.

PRESENTATIONS:

Ms. Brianna Frey and Ms. Alex Miller, Asakura Robinson, presented an update on the Regional Housing Trust Fund which included draft recommendations and funding discussions as well as an update on philanthropic partners

Ms. Katie Herrera, Beaufort County Stormwater Utility Management, presented the Southern Lowcountry Design Manual Update. Included in her presentation were the implementation timeline, 2021 updates and breakdown of changes in the manual.

Mr. Haythem Shata, Sherwood Design Engineers, presented information regarding the MCAS Beaufort and MCRD Parris Island Military Installation Resilience Review Study which included an update on data collection beginning with the identification and definition phase of the project.

DISCUSSION ITEMS:

Chairman Mike Tomy led discussion regarding updates to the PRIORITIZED LIST OF ACTION ITEMS FOR THE NORTHERN BEAUFORT COUNTY REGIONAL PLAN IMPLEMENTATION COMMITTEE TO ADDRESS IN 2021.

- **Review of NRPIC Mandate** - Regional Plan document sent to Council a few months ago, will circle back and discuss as a council and work session sometime after summer.
- **Lady's Island Plan** - Addressed earlier in meeting with Plan Dissolution Document.
- **Local options sales tax** - Town of Yemassee to update the group regarding their collections, no representative from Yemassee present, item to stay on for next month's meeting. Council has moved to put this on the Beaufort County ballot
- **Uniform yard waste policy** - will revisit in the future
- **Curb-side pickup** – Requested a presentation from County Solid Waste, including composting lawn waste, at June 25th meeting.
- **Regional stormwater** – Thanks to Katie Herrera for her presentation. May revisit in future
- **Bike & Pedestrian pathways** - Presentations are being set up for the months of June, July and August to share the final draft document. LATS Technical Committee Friday, June 4th, Port Royal, June 9th, Hilton Head Public Planning Committee June 24th, Tentative meetings include SoLoCo meeting on June 29th, Hilton Head Town Council in July and Beaufort City in August.

- **Convenience Centers** - To be removed from spreadsheet and shown as “completed”
- **Plastic bag ban recycling issues** - Ready to begin focusing more attention on this, Alice Howard to take through Natural Resources and potential need for changes to ordinances as well as education.
- **Regional / Community Parks** - Robert Merchant was asked to make requested revisions to the parks list and reroute for the June 25, 2021, NRPIC meeting.
- **Consolidated fire service** - will revisit in future after Burton FD litigation resolved
- **Direction of growth development** – Comprehensive Plans in draft form will eventually come before NRPIC.
- **Workforce development** - will revisit in future
- **Rural Community Fire Protection** – This item was requested by York Glover, will leave on for June 25, 2021 NRPIC meeting to be addressed due to Mr. Glover’s inability to be at meeting
- **Rural Community Public water/adequate water** – This item was requested by York Glover, will leave on for June 25, 2021 NRPIC meeting to be addressed due to Mr. Glover’s inability to be at meeting
- **Comprehensive Plan** – April Planning Commission meeting unveiling of Comprehensive Plan draft. Website set up www.envisionbeaufortcounty.com. Public meetings have been scheduled including Planning Commission meeting on Monday, June 7, 2021 and two workshops in an open-house style, walk-through format on Tuesday, June 8, 2021 at the Burton Wells Recreation Center and Thursday, June 10, 2021 at St. Helena Public Library. Hoping for public input to update final draft with inclusion of public comments of plan then on to Planning Commission for August meeting.

OTHER BUSINESS: - Ms. Alice Howard took a moment to recognize time spent with Real Estate Association for Fill Ordinance and Flood Overlay. Updates to follow, moreso with the Flood Overlay than Fill Ordinance. Mayor Murray commented regarding the public review process regarding the ordinances and wanted to make sure there is fairness and transparency in formulation of these ordinances before going to Committee. Robert Merchant mentioned the necessity of reviewing before moving on. A copy of the letter from the Real Estate Association regarding the Flood Overlay has been requested to be shared with the NRPIC.

The next regular NRPIC meeting is scheduled for Friday, June 25, 2021, 9:30 a.m.

ADJOURNMENT: Chairman Mike Tomy adjourned the meeting at 11:42 a.m.

Lady's Island Plan Implementation Committee

Dissolution Document

May 28, 2021

Members:

Allen Patterson, Lady's Island Resident (Chairman)
Paul Sommerville, Beaufort County Council
Mike Tomy, Metropolitan Planning Commission (Coe-Chair)
Stephen Murray III, Beaufort City Council
Jan Malinowski, Lady's Island Resident
Caroline Fermin County Planning Commission
Paul Butare Citizen
Jessie White, SC Coastal Conservation League
Chuck Newton, Sea Island Corridor Coalition
Jason Hinchey, Beaufort County Planning Commission
Staff
Carol Crutchfield, Beaufort County School District
David Prichard, City of Beaufort Staff
Robert Merchant, Beaufort County Staff
Linda Bridges, Town of Port Royal Staff

In 2019, Beaufort County, the City of Beaufort, and the Town of Port Royal adopted the Lady's Island Plan and committed to incorporating the responsible growth measures set forth within the Plan. The Lady's Island Implementation Committee was formed as directed by the Northern Regional Plan Implementation Committee and charged with executing the initial implementation action items of the Plan. Specifically, the LIPIC worked to move forward 3 growth management measures recommended by the Plan:

- 1) an ordinance requiring that new large housing projects be located where public sewer and water is available;
- 2) a fill ordinance limiting the amount of dirt that can be used to fill our lowest-lying areas to build on; and
- 3) a coastal resilience overlay requiring a disclosure about future flooding risks in our lowest-lying areas as a result of climate change.
- 4) Solidify /actively engage the LICPC

Beaufort County adopted the sewer ordinance in 2020. The fill ordinance and CRO was recommended for approval by NRPIC, the MPC, and the Beaufort County Planning Commission. The City of Beaufort adopted the fill requirements in its Flood Damage Prevention Ordinance in April 2021. The fill ordinance and CRO are currently being considered through the public committee and council processes at Beaufort County and the Town of Port Royal. A Chair and active committee for the LICPC are now a functional with local resident participation.

Having taken action to move these growth management measures forward, the existence of LIPIC is no longer necessary and long-term implementation of the Plan is more appropriately

within the purview of NRPIC going forward. Once the above growth management measures are finally adopted, the next implementation action item involves a discussion of growth boundaries, currently underway with the County, City & Town Comprehensive Plans.

A Task force was created under the LIPIC for the purpose of pre-planning of the Lady's Island Village Center with representatives and staff from the City, County & Town that will become a steering committee when a consultant is retained for the master-planning effort.

With Dissolution of the LIPIC we ask the NRPIC to accept the overview of the following:

- 1) Continuing management of the Fill Ordinance & CRO
- 2) Continuing management of the Growth Boundaries
- 3) Continuing overview of the LICPC
- 4) Continuing overview of the Lady's Island Village Task Force (LIVCTF)

Lady's Island Village Center Task Force

Mandate

Background:

For the last 20 years, Beaufort County and the City of Beaufort have shared a vision that Lady's Island should have a vibrant, mixed-use, walkable Village Center. This vision is supported in planning documents such as the Civic Master Plan and the Lady's Island Plan. It is also reinforced through form-based zoning that crosses jurisdictional boundaries. However, even with this solid policy and regulatory framework to advance the vision, progress toward this vision has been modest to date.

Today, there are several key opportunities that if coordinated and executed properly, can significantly advance the Village Center vision into a reality. They are as follows:

- **Development/Redevelopment Opportunities:** These are specific sites that have the potential to develop into mixed-use walkable nodes. Each of them call for public/private coordination to develop conceptual master plans. These include Whitehall, the Lady's Island Marina, Lady's Island Shopping Center, and the former Publix site and adjoining property owned by the Grays.
- **Second tier development of the shopping centers properties in the near future and their development into a connected commercial / mixed use Village.**
- **One-Cent Sales Tax Projects:** \$30 million is slated for transportation improvements in the center of Lady's Island. These projects have the potential to improve interconnectivity for automobiles as well as pedestrians. They also can serve as catalysts for private development/redevelopment.
- **Existing and Proposed Recreation Facilities:** These are important assets that will function better if connected and coordinated with other development in the Village Center. They include Whitehall Park, Lady's Island Boat Landing and adjoining property, Crystal Lake Park, and the proposed multi-use path on Meridian Road.

Proposed Village Center Master Plan: The vehicle to seize these opportunities and advance the Vision is the development of a Village Center Master Plan. The Master Plan should do the following:

- Engage the local governments, business owners, property owners, developers, and the public.
- Develop conceptual plans for each of the redevelopment opportunity sites that provide concrete incremental steps to develop the plans.
- Provide input into the design and execution of the transportation projects to enhance the Lady's Island Village Center Vision and
- Provide specific recommendations for streetscape improvements, sidewalks, multi-use paths, and other facilities that connect the community's assets and catalyze redevelopment.
- Identify regulatory barriers and provide specific changes that advance the vision"

March 1, 2021

Beaufort County Planning Commission

Dear Chairman Pappas and members of the Planning Commission,

On behalf of the 1800+ members of the Hilton Head Area REALTORS® and the Beaufort Jasper County REALTORS®, as well as over 450 Building Industry Companies across the county who are members of the Hilton Head Area Home Builders Association, we would like to take this opportunity to express our concerns regarding the proposed Coastal Resilience Overlay (CRO) Zone standards and the proposed Fill Ordinance Standards.

A. After careful review and consideration, we find the creation of the CRO Zone as well as the disclosure form unnecessary when the matter is already currently addressed in the following manner:

1. **State of South Carolina Residential Property Condition Disclosure statement** - Page 3, Section V, #23 - Disclosing the knowledge of flood hazards, wetlands, or flood hazard designations affecting the property and #24 – disclosing the knowledge of flood insurance affecting the property. The disclosure is available for purchaser at time of contract.
2. **The commonly used contracts to buy and sell residential real estate in Beaufort County** – both contracts address required flood insurance as well as the South Carolina Coastal Tidelands & Wetland Act.
Example 1 – see page 5; Section 17 Statutory and other Addenda.
Example 2 – see page 2 Section 6 Transaction Costs; page 5 Section 12 Survey, Title Examination, Elevation, Insurance
3. **Flood Insurance Disclosure** – an addendum offered to be part of the contract. Discloses that flood insurance costs may increase in the future, potential buyers should investigate flood insurance prior to contract and all types of insurance are subject to cost increases, coverage changes and availability issues.
4. **Commercial Purchase Agreement** - Page 5, Section 27 Provision. Page 6 Section I Flood Hazard Zone. Page 6 Section J Special Studies Area, Wetlands, and Environmental Protection Matters.
5. **Lenders Flood Determination Letter**

B. After careful review and consideration, we believe we should not be arbitrarily setting a base level to 10 feet, that we should wait on the new flood maps to be adopted 3.23.21 and that the ordinance should ONLY apply to properties in a Flood Zone. Below are some of these concerns noted within the current proposed ordinance:

1. **Division 5.13: Fill Standards 5.13.20 Fill Restrictions.** We believe this should be reworded to read *10ft above sea level or below* and that as a result of county residence flood elevations changing as of 3.23.21 our recommendation is to wait before adopting this ordinance to be certain the most up-to-date figures are being utilized.
2. **Division 5.13: Fill Standards 5.13.20 Fill Restrictions A.** This needs to be defined more specifically, what exactly is meant by “area of development.”
3. **Division 5.13: Fill Standards 5.13.20 Fill Restrictions C.** This needs to be defined more specifically; the wording is vague.

4. **Division 5.13: Fill Standards 5.13.20 Fill Restrictions E.** This section requires further review and should take into consideration those dwellings subject to FEMA's 50% Rule. Perhaps verbiage could be added to exclude remodels.
5. **Division 5.13: Fill Standards 5.13.20 Fill Restrictions F.** Can this be simplified or eliminated? Stormwater drainage plans are already required. We are currently NOT allowed to pump water onto our neighbor.
6. **Division 5.13: Fill Standards 5.13.20 Fill Restrictions K.** It is our feeling this section can be eliminated as you only need to have an engineer test the soil if it is below the water table and this would add significant cost.

The Standards greatly impact what rights you have with your property. It is unclear how many parcels of land this may impact in unincorporated Beaufort County and how it will be managed when existing standards are in place within planned gated communities as well as existing Storm Water guidelines and SC DHEC/OCRM. How can this ordinance work to support what is already in existence rather than create added work for county staff? It is our recommendation that Planning Commission revisit their proposal or turn down a vote to move to Natural Resource Committee.

Thank you for considering our views. We are concerned that the CRO Zone and disclosure as well as the Fill Standards may cause unintended consequences if implemented. SC law and local ordinances already address the issues.

Please let us know if we may answer any questions or have more discussion regarding these topics. We appreciate all your hard work for the County.

Regards,

Hilton Head Area Realtors 2021 President, Shaun McTernan
Beaufort Jasper County Realtors 2021 President, Bob Bundy
Hilton Head Area Home Builders Association 2021 President, Brian Quinn

- A. Describe Cooling System Central Ductless Heat Pump Window Other _____
- B. Describe Heating System Central Ductless Heat Pump Furnace Other _____
- C. Describe HVAC Power Oil Gas Electric Solar Other _____
- D. Describe HVAC system approximate age and any other HVAC system(s): _____

Example 1

IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS OR DRY ROT OR FUNGUS, THE DAMAGE FROM WHICH HAS NOT BEEN REPAIRED

- A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dry rot or fungus: _____
- B. Describe any termite/pest treatment, coverage to property, name of provider, and termite bond (if any): _____
- C. Describe any known present pest infestations: _____

V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODES, AND OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY, ANY ENCROACHMENTS OF THE REAL PROPERTY FROM OR TO ADJACENT REAL PROPERTY, AND NOTICE FROM A GOVERNMENTAL AGENCY AFFECTING THIS REAL PROPERTY

Apply this question below and the three answer choices to the numbered issues (15-25) on this disclosure.

As owner, do you have any actual knowledge or notice concerning the following:

	Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Designation as a historic building, landmark, site or location within a local historic or other restrictive district, which may limit changes, improvements or demolition of the property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, insurance issues, or governmental actions that could affect title to the property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Room additions or structural changes to the property during your ownership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Problems caused by fire, smoke, or water to the property during your ownership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Drainage, soil stability, atmosphere, or underground problems affecting the property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Erosion or erosion control affecting the property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Flood hazards, wetlands, or flood hazard designations affecting the property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Flood insurance covering the property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Federal Emergency Management Agency (FEMA) claims filed on the property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If yes to number 25, please list the dates of all claims: _____

- A. Describe any green energy, recycling, sustainability or disability features for the property: _____
- B. Describe any Department of Motor Vehicles titled manufactured housing on the property: _____

Owner: () () Purchaser () () acknowledge receipt of a copy of this page which is page 3 of 5.

Example 2A

15. Notice. Each notice required or permitted to be given under this Contract ("Notice") must comply with the requirements of this Section 15. Any such Notice shall be in writing and shall be deemed to have been given if delivered by hand, email (provided that the recipient returns emailed confirmation of receipt), facsimile, recognized overnight courier service (such as UPS or Federal Express), or mailed by certified mail, return receipt requested, with postage prepaid and addressed:

- a. to the party at the address set forth on Signature Page herein; or
- b. to the Seller or Purchaser's real estate agent (or transaction broker) or closing attorney.

16. MEGAN'S LAW. The Purchaser and Seller agree that the Listing and Selling Broker listed on Signature Page hereof and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker listed on Signature Page hereof and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Purchaser and Seller agree that the Purchaser and Seller have the sole responsibility to obtain any such information. The Purchaser and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

17. STATUTORY AND OTHER ADDENDA.

- a. In the event the Property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Paragraph 48-39-10, et. seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at Seller's expense.
- b. The Purchaser has has not reviewed a South Carolina Property Condition Disclosure Statement.
- c. The South Carolina Vacation Rental Act does does not apply to this transaction.
- d. This Contract applies does not apply to a residence built prior to 1978. If such residence was built prior to 1978, this Contract is subject to the Lead Based Paint Contingency Addendum and the Lead Based Paint Disclosure, both of which are attached hereto.
- e. Flood Insurance is required is not required for any federally insured mortgage on the Property.
- f. A list of excluded items per Section 4 is is not attached hereto.
- g. Also attached hereto and incorporated herein are the following Addenda:

18. MISCELLANEOUS. The invalidity or unenforceability of any provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid and unenforceable provision were omitted. This Contract may be executed in counterparts, each of which shall be deemed to be an original. The parties agree that any offer, counteroffer, and/or acceptance may be communicated by the use of facsimile (FAX), e-mail, DocuSign or other similar electronic signature software, and that the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the originals were present on the documents in the handwriting of each party. This Contract shall be governed and construed in accordance with the laws of the State of South Carolina. No failure of a party to exercise any power or right granted hereunder, or to insist upon strict compliance with any obligation specified herein, and no practice of variance with the terms hereof, shall constitute a waiver of said power or right unless expressly authorized in writing by the affected party. If either party is a corporation, limited liability company, trust, or partnership, it shall provide evidence that: (i) the persons executing this Contract are authorized to act on behalf of the entity, and (ii) that the entity is validly and legally existing and in good standing. The undersigned individuals agree that the principals of the purchasing entity will personally endorse any financing described above if required by the lender. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns. This Contract may not be assigned by Purchaser without Seller's written consent which consent shall not be unreasonably withheld. In the event of such approved assignment, the original Purchaser shall not be released from its obligations under this Contract unless otherwise agreed. This Contract constitutes the entire agreement between the parties hereto and may be modified only in writing.

Initials: Purchaser _____ Date _____ Seller _____ Date _____

Example 2 B

10. APPRAISED VALUE:

This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Calendar Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is contingent not contingent upon the Buyer Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the Buyer Seller. Buyer Seller shall deliver timely Notice of and shall deliver to Closing a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than _____ calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the wood infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with a CL100 wood infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

12. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

13. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by _____ with at least twelve months of coverage after Closing Date will will not be provided by Closing and \$ _____ will be paid by _____ to the Home Warranty Company. Buyer to pay any deficit and surplus reverts to payor. Proposed HWC and type of HWC: _____.

NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

15. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Calendar Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount sufficient for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER
HAVE READ THIS PAGE

Example 2 B

4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before _____, _____ ("Closing Date"). Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): _____

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. **EARNEST MONEY:** Total \$ _____ (USD) Earnest Money is paid as follows: \$ _____ accompanies this offer and \$ _____ will be paid by 6 P.M. on _____ (date) and Earnest Money is in the form of check cash other (e.g. wire) _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize _____ as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request. If Earnest Money is not delivered by the agreed upon date above Seller may terminate the contract by delivering Notice of Termination to the Buyer.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (e.g. SCR518, SCR517, MEDIATION AGREEMENT) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ _____ SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

6. **TRANSACTION COSTS:** Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (including but not limited to mortgage insurance, title insurance lender/owner, flood, insurance, and hazard insurance) discount points, interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes prorated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

All costs to obtain information from or pertaining to owners' association, private/public transfer fees, and any costs similar to transfer fees (e.g. certificate of assessment, capital contributions, working capital, estoppel fees or otherwise named but similar fees) are the Seller's or Buyer's transaction costs. If no box is checked these costs will be added to Seller's transaction costs.

At Closing, Seller will pay Buyer's transaction costs not to exceed \$ _____, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs.

[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER
HAVE READ THIS PAGE

Example 3



FLOOD INSURANCE DISCLOSURE

1. FLOOD INSURANCE COST MAY INCREASE: Buyers are notified that flood insurance costs may increase in the future. Current and future federal laws (e.g. Biggert-Waters Act) and regulations may impact the future availability of the National Flood Insurance Program which may affect the cost and coverage of flood insurance.

2. POTENTIAL BUYERS SHOULD INVESTIGATE FLOOD INSURANCE PRIOR TO CONTRACT: Brokers recommend that Buyers investigate the current and future anticipated cost of flood insurance, availability of flood insurance, flood hazard minimization strategies, NFIP community rating system, federal elevation grants for raising property, and flood insurance cost minimization strategies including higher deductibles prior to signing a contract. Buyers should consult and retain professionals in flood insurance and flood hazard minimization strategies prior to signing a contract. As with any product or service in a real estate transaction, Brokers recommend that buyers shop multiple sources for insurance and obtain appropriate insurance coverage after deliberation. Cost, coverage, elevation, FEMA flood maps, community flood mitigation strategies, special flood hazard areas, and other issues should be investigated. The current owner's insurance cost and coverage should not be relied upon as an indicator of insurance cost and coverage in the future after purchase.

For more information on flood insurance and the National Flood Insurance Program (NFIP) research:

www.floodsmart.gov

www.fema.gov/national-flood-insurance-program

www.realtor.org/topics/national-flood-insurance-program-nfip

3. INSURANCE: All types of insurance are subject to cost increases, coverage changes, and availability issues.

Buyers have sole responsibility to investigate the cost of insurance, the anticipated future cost of insurance, any anticipated availability issues, coverage, deductibles, risk tolerance of buyer, risks of not buying insurance, risks of not buying appropriate insurance, reputations of insurance companies, risk of insurance coverage reduction/termination, factors that can void coverage, factors that can increase/decrease insurance costs, and factors that can increase/decrease risk.

Buyers are solely responsible for obtaining insurance information prior to signing a contract.

Brokers recommend obtaining insurance information and shopping for insurance services. Brokers are not responsible for insurance issues.

Buyers acknowledge receiving a copy, reading, and understanding this insurance disclosure.

IN WITNESS WHEREOF, this disclosure has been duly executed by potential Buyers.

BUYER: _____ Date: _____ Time: _____

BUYER: _____ Date: _____ Time: _____

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Phone:

Fax:

EXAMPLE 4

27. **PROVISIONS.** The provisions initialed below by BUYER are included in this Agreement.

- A. Pest Control Inspection paid by BUYER, SELLER
- B. Existing Pest Control Report dated: _____
By: _____
- C. Subject to BUYER'S approval of Pest Control Report
- D. Waiver of Pest Control Inspection
- E. Inspections of Physical Condition of Property, to be approved or disapproved within _____ days of acceptance
- F. Roof Inspection Report to SELLER within _____ days of acceptance
- G. City and County Inspection Report ordered within _____ days of acceptance
- H. Contingency Release Clause
- I. Flood Hazard Zone Disclosure *
- J. Special Studies Zone Disclosure
- K. Rent Control Ordinance
- L. Operating Permit
- M. Certificate of Occupancy
- N. Personal Property
- O. Smoke Detectors
- P. Tax Deferred Exchange

_____ **A. PEST CONTROL INSPECTION.** The main building and all structures on the property are to be inspected by a licensed pest control operator. If such inspector recommends repair, and/or if the inspecting pest control operator recommends further inspection of inaccessible areas, the SELLER at SELLER'S option may perform recommended repairs and/or may agree to the additional costs of such inspection and if there is damage, may perform the additional repairs prior to the closing. If the SELLER does not elect to correct the damage or perform the additional inspection, the BUYER'S obligation under this Agreement will terminate. If additional inspections are done and no such infestation or infection is discovered, the additional costs of inspecting such inaccessible areas and the work required to return the property to its original condition shall be paid by BUYER.

Funds for work specified in said report, to be done at SELLER'S expense, shall be held in escrow and disbursed by escrow holder upon receipt of notice of work completed by a licensed pest control operator selected by SELLER BUYER certifying that the property is free of evidence of active infestation or infection. As soon as the same are available, copies of the report, and any certification or other proof of completion of the work shall be delivered to the Agents of BUYER and SELLER who are authorized to receive the same on behalf of their principals.

_____ **B. EXISTING PEST CONTROL REPORT ACCEPTED BY BUYER.** BUYER accepts existing pest control report on the property by the licensed structural pest control operator listed under Item 27-B, SELLER'S obligations shall be as set forth in 27-A above.

_____ **C. SUBJECT TO BUYER'S APPROVAL OF PEST CONTROL REPORT.** Property to be purchased in its present condition with no charge to SELLER for any pest control work. However, BUYER shall have the right to have the property inspected and to obtain a report from a licensed structural pest control operator. BUYER shall be deemed to have approved said report unless written notice to the contrary is delivered to SELLER or SELLER'S Agent **within 15 days of acceptance.** In the event BUYER does not approve the report, BUYER may have deposit returned and both parties shall be relieved of all obligations hereunder.

BUYER acknowledges that BUYER has not received or relied upon any representations by either the Broker or the SELLER, with respect to the condition of the property.

_____ **D. WAIVERS OF PEST CONTROL INSPECTION.** BUYER has satisfied BUYER about the condition of the property and agrees to purchase said property in present condition without the benefit of a structural pest control inspection. BUYER acknowledges that BUYER has not received or relied upon any representations by either the Broker, SELLER or SELLER'S Agent, without respect to the condition of the property.

_____ **E. INSPECTION OF PHYSICAL CONDITION OF PROPERTY.** BUYER shall have the privilege and responsibility, at BUYER'S expense, to select licensed contractors or other qualified professionals to inspect the subject property (including land and improvements), including but not limited to matters structural, geological, plumbing, heating, air conditioning, electrical, built-in appliances, well, pool, septic tank, hazardous and toxic materials, and survey. BUYER shall, upon SELLER'S written request, furnish SELLER at no cost, copies of all inspection reports obtained. BUYER shall approve or disapprove all inspection reports obtained in writing, **within _____ number of days.** If SELLER does not agree to correct any unacceptable conditions **within three (3) days from receipt of such notice,** BUYER may elect to terminate this Agreement. In the event of such termination, all deposits shall be returned less expenses incurred by BUYER to the date of cancellation.

[_____] BUYER [_____] BUYER AND [_____] SELLER [_____] SELLER HAVE READ THIS PAGE.

example 4

F. ROOF INSPECTION. BUYER, at BUYER's expense, may order a roof report from a licensed general or roofing contractor. Within _____ days, copies of the report shall be delivered to the Agents of the BUYER and SELLER who are authorized to receive the same on behalf of their principals. Within three (3) days following receipt of the report, SELLER may (a) elect to pay the cost of all work recommended by the report; or (b) elect to pay none or only a portion of the cost of such work. Written notice of such election shall be delivered to BUYER or BUYER's Agent.

In the event SELLER does NOT agree to pay for all such work, BUYER may elect to pay the balance of the cost of such work or terminate all rights and obligations to the parties under this Agreement. Written notice of such election shall be delivered to SELLER or SELLER's Agent within seven (7) days following receipt of SELLER's notice. In the event of such termination, BUYER shall be entitled to a full refund of all deposits excluding the cost of the above roof inspection report. If no written election is made within seven (7) days, BUYER shall have the right to terminate this Agreement, and SELLER shall be responsible for the cost of that portion of the work which SELLER elected to pay. In the event SELLER has elected to pay the cost of all such work, SELLER shall have the right to have such work performed by a licensed general or roofing contractor of SELLER's choice.

G. CITY AND COUNTY INSPECTION REPORT. If local ordinance requires that the property be inspected or a report issued for compliance with local building and permit regulations, standards, and ordinances as a condition to sale or transfer, SELLER shall, within _____ days, notify the appropriate local agency to cause the property to be inspected, or to issue the required report at the earliest practicable date. If SELLER does not agree to pay for correction of any violations shown in the report, BUYER may pay the cost of the required corrections or terminate this Agreement. In the event of termination, all deposits shall be returned.

H. CONTINGENCY RELEASE CLAUSE. Subject to the sale and conveyance of BUYER's property known as:
Lot _____ Block _____ Section _____ Subdivision _____
Address _____
Tax Map # _____ City _____ Zip _____
County of _____, State of South Carolina.

SELLER shall have the right to continue to offer the herein property for sale and to accept written offers subject to the rights of BUYER. Should SELLER accept such an offer, then BUYER shall be given written notice of such acceptance. In the event BUYER will not waive this condition in writing within _____ hours of receipt of such notice, then this Agreement shall be terminated and all deposits be returned to BUYER. Said notice may be personally delivered or mailed by certified mail and addressed to _____. In the event of mailing, such notice shall be deemed to have been given on the date following the date of mailing evidenced by the postmark on the envelope containing such notice. In the event BUYER waives real property sale contingency, BUYER must first satisfy SELLER or SELLER'S Agent that any financing required under this Agreement will be granted without the sale of the aforementioned property.

I. FLOOD HAZARD ZONE. BUYER has been advised that the property is located in an area which the Secretary of HUD has found to have special flood hazards and that, pursuant to the National Flood Insurance Program, it will be necessary to purchase flood insurance in order to obtain any loan secured by the property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government. The purpose of the program is to provide flood insurance at reasonable cost. For further information, consult your lender or insurance carrier.

J. SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL PROTECTION MATTERS. All reports and certifications called for by the lending agencies and any governmental body, by the BUYER concerning any special study for the area, wetlands or for any environmental protection matter shall be at the expense of the SELLER, BUYER. In the event such studies are wanted or required, the studies must be furnished by the proper parties within _____ days of complete execution of the agreement. The BUYER and SELLER must have access to all studies within five (5) days of completion thereof and upon notice by the BUYER to the SELLER within five (5) days of receipt of the studies that the BUYER is not satisfied with the result, the SELLER shall have the option of correcting the problem, if the SELLER elects not to correct the problem, the BUYER's obligations under this Agreement terminate.

[_____] BUYER [_____] BUYER AND [_____] SELLER [_____] SELLER HAVE READ THIS PAGE.