

Beaufort County Northern Regional Plan Implementation Committee Meeting

Chairman

MIKE TOMY

Vice Chairman

ED PAPPAS

Committee Members

JERRY ASHMORE
EARL CAMPBELL
GERALD DAWSON
JOE DEVITO
BRIAN FLEWELLING
YORK GLOVER
ALICE HOWARD
MIKE MCFEE
MITCH MITCHELL
COLIN MOORE

County Administrator

STEPHEN MURRAY

ERIC GREENWAY

Staff Support

ROBERT MERCHANT
JULIANA SMITH

Administration Building

Beaufort County Government Robert Smalls Complex 100 Ribaut Road

Contact

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Beaufort County Northern Regional Plan Implementation Committee Agenda

Friday, October 22, 2021, 9:30 AM Hybrid Meeting

Executive Conference Room, Administration Building Robert Smalls Complex, 100 Ribaut Road, Beaufort

- CALL TO ORDER
- 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.
- APPROVAL OF MINUTES May 28, 2021
- 5. CITIZEN COMMENTS (Comments are limited to 3 minutes.)

MEETING LINK:

Meeting number (access code): 160 446 1700

Passcode: NRPIC

PRESENTATION ITEMS

- 6. DISCUSSION OF GROWTH BOUNDARIES NORTHERN BEAUFORT COUNTY
- 7. STEPHANIE ROSSI, LOWCOUNTRY COUNCIL OF GOVERNMENTS –
 BEAUFORT MILITARY RESILIENCEY PROJECT UPDATE

DISCUSSION ITEMS - UPDATES

- 8. PRIORITIZED LIST OF ACTION ITEMS 2021
- 9. 2022 CALENDAR OF SCHEDULED MEETINGS
- 10. ROUND THE TABLE COMMENTS

NEW/OTHER BUSINESS

- 11. THE NEXT REGULAR MEETING IS SCHEDULED FOR FRIDAY, NOVEMBER 19, 2021, 9:30 A.M. ADDITIONAL DETAILS WILL BE PROVIDED PRIOR TO THE NOVEMBER MEETING DATE.
- 12. 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

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

<u>PLEDGE OF ALLEGIANCE</u>: 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.

<u>CITIZEN COMMENTS</u>: 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 Herrara, 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 Herrara 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 inabitlity 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 inabitlity 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 Hincher, 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"

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:

- 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.
- 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
- 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:
 - 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			
B. Describe Heating System			
C. Describe HVAC Power Oil Gas Electric Solar Other_			
D. Describe HVAC system approximate age and any other HVAC system(s):			A
Exami	116		
IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS OR DRY ROT O	DR FUN	lGUS, T	HE DAMAGE FROM
WHICH HAS NOT BEEN REPAIRED			
A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dr	ry rot o	r fungu:	····
B. Describe any termite/pest treatment, coverage to property, name of provider, and termite bond (if any):			
C. Describe any known present pest infestations:		16	
V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODES, AND OTHER LAND USE RESTRICTIVE PROPERTY, ANY ENCROACHMENTS OF THE REAL PROPERTY FROM OR TO ADJACENT REAL PROPERTY			
GOVERNMENTAL AGENCY AFFECTING THIS REAL PROPERTY	I T, Aru	DNOTE	LE FRUM A
Apply this question below and the three answer choices to the numbered issues (15-25)) on t	hic disc	rlocura
	/ VIII VI	III William	
			1024141
	Yes	No	No Representation
As owner, do you have any actual knowledge or notice concerning the following: 15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits			
As owner, do you have any actual knowledge or notice concerning the following: 15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property			
As owner, do you have any actual knowledge or notice concerning the following: 15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits			
As owner, do you have any actual knowledge or notice concerning the following: 15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property 16. Designation as a historic building, landmark, site or location within a local historic or other restrictive	Yes	No	No Representation
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As owner, do you have any actual knowledge or notice concerning the following: 15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property 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 17. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property 18. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, insurance issues, or governmental actions that could affect title to the property	Yes	No	No Representation
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- 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

	aph 48-39-10, et. se		le of Laws), an Addendi	rolina Coastal Tidelands & um will be attached to th	
b.	The Purchaser has [has not [] rev	riewed a South Carolina Pr	roperty Condition Disclosur	re Statement.
c.	The South Carolina	Vacation Rental Act doe	es [] does not []	apply to this transaction.	
d. built Paint	prior to 1978, this		e Lead Based Paint Cont	oilt prior to 1978. If such the ingency Addendum and the	
e. 🥌	Flood Insurance is r	equired [] is not req	quired [] for any feder	rally insured mortgage on th	ne Property.
f.	A list of excluded it	ems per Section 4 is [is not [] attached l	iereto.	
g.	Also attached hereto	and incorporated hereit	are the following Adden	da:	
provisions hereo This Contract m counteroffer, an electronic signa foregoing shall handwriting of of Carolina. No fa obligation speci unless expressly partnership, it sh (ii) that the enti- the purchasing of binding upon a successors and a be unreasonably	of and this Contract she ay be executed in count of a company and the deemed to be value of a party to explicitly and legal entity will personally and legal entity will personally and inure to the benussigns. This Contracty withheld. In the	nall be construed in all re- interparts, each of which be communicated by hat the signatures, initia id and binding upon the intract shall be governed kercise any power or rig fractice of variance with g by the affected party, that: (i) the persons exec- lly existing and in good endorse any financing of efit of the parties here t may not be assigned by vent of such approved	spects as if such invalid at shall be deemed to be an of the use of facsimile (FA als, and handwritten or the parties as if the original and construed in accordant granted hereunder, or the terms hereof, shall confeither party is a corporating this Contract are autistanding. The undersigned described above if required to and their respective hereassignment, the original is	f this Contract shall not all and unenforceable provision original. The parties agree AX), e-mail, DocuSign or typewritten modifications also were present on the document with the laws of the State of	were omitted that any offer, other similar to any of the uments in the State of South ance with any power or right pany, trust, of the entity, and principals of the principals of the epresentatives, nsent shall not eased from its
	be modified only in w		my women and the second	agraduant better	on the parties
Initials: Pur	rchaser	Date	Seller	Date	

1929491 v4 - Page 5 of 7 -

example a 15

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 <u>not</u> 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 [] SELLER [] SELLER [] SELLER

example ab 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. (USD) Earnest Money is paid as follows: 5. EARNEST MONEY: Total \$ ____ 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. 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, FHAVA 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 (FHAVA). 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 [____] 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:	
211122		g _p ,	
BUYER:	Date:	Time:	

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Example 4

27.	PR		ISIONS. The provisions initialed below by BUYER are included in this Agreement.	
	Н	Α.	Pest Control Inspection paid by BUYER, SELLER	
	Ш	B.	Existing Pest Control Report dated:	
			Ву:	
	Ш	C.	Subject to BUYER'S approval of Pest Control Report	
	Ш	D.	Waiver of Pest Control Inspection	
	Ш	E.		days of acceptance
		F.	Roof Inspection Report to SELLER within days of acceptance	
	П	G.	City and County Inspection Report ordered within days of acceptance	
	П	H.	Contingency Release Clause	
	П	1.	Flood Hazard Zone Disclosure	
	П	J.	Special Studies Zone Disclosure	
	Н	K.	Rent Control Ordinance	
	Н	L.	Operating Permit	
	Н			
	H	N.		
	Н			
	Н	0.		
	Ш	Р.	Tax Deferred Exchange	
recomm repairs repairs BUYER infection	d p nen and prid 's d	ds for to obligation	ST CONTROL INSPECTION. The main building and all structures on the property are to control operator. If such inspector recommends repair, and/or if the inspecting performance in the inspection of inaccessible areas, the SELLER at SELLER's option may performance to the additional costs of such inspection and if there is damage, may perform the closing. If the SELLER does not elect to correct the damage or perform the additional under this Agreement will terminate. If additional inspections are done and no accovered, the additional costs of inspecting such inaccessible areas and the work requiring condition shall be paid by BUYER.	st control operator orm recommended form the additional onal inspection, the such infestation or
certifyin of the re SELLEF on the p set forth condition inspector approve acceptor be relie BUYER SELLEF property inspector SELLEF at BUY (including condition shall, up	g to get a property and a property a	hat till het, ai hot, ai hot, ai hot, ai hot a EXIII perty 27-4 SUE vith r and acknowith r WA and a BU's ei land ag, e landing, e la	ceipt of notice of work completed by a licensed pest control operator selected by Sthe property is free of evidence of active infestation or infection. As soon as the same are and any certification or other proof of completion of the work shall be delivered to the Age are authorized to receive the same on behalf of their principals. ISTING PEST CONTROL REPORT ACCEPTED BY BUYER. BUYER accepts existing by by the licensed structural pest control operator listed under Item 27-B, SELLER'S obligation of the solution. A above. BJECT TO BUYER'S APPROVAL OF PEST CONTROL REPORT. Property to be purchano charge to SELLER for any pest control work. However, BUYER shall have the right to obtain a report from a licensed structural pest control operator. BUYER shall be report unless written notice to the contrary is delivered to SELLER or SELLER'S Agent the event BUYER does not approve the report, BUYER may have deposit returned an all obligations hereunder. By Weldges that BUYER has not received or relied upon any representations by either respect to the condition of the property. AIVERS OF PEST CONTROL INSPECTION. BUYER has satisfied BUYER about the agrees to purchase said property in present condition without the benefit of a structural pest contractors or other qualified upon any representations by ELLER'S Agent, without respect to the condition of the property. BYER CION OF PHYSICAL CONDITION OF PROPERTY. BUYER shall have the privilege expense, to select licensed contractors or other qualified professionals to inspect the d and improvements), including but not limited to matters structural, geological, plur electrical, built-in appliances, well, pool, septic tank, hazardous and toxic materials, and stapprove all inspection reports obtained in writing, within number of days. If	pest control report gations shall be as assed in its present to have the property dedemed to have within 15 days of doth parties shall the Broker or the decural pest control y either the Broker, and responsibility, e subject property mbing, heating, air and survey. BUYER shall
termina BUYER	te to	this the	ct any unacceptable conditions within three (3) days from receipt of such notice, Bl Agreement. In the event of such termination, all deposits shall be returned less exp date of cancellation.	enses incurred by
	[_		_] BUYER [] BUYER AND [] SELLER [] SELLER HAVE READ T	HIS PAGE.

	example	4
contractor. Within days authorized to receive the sam SELLER may (a) elect to pay the	 BUYER, at BUYER's expense, may end of the report shall be delivered on behalf of their principals. 	order a roof report from a licensed general or roofing d to the Agents of the BUYER and SELLER who are in three (3) days following receipt of the report, ne report; or (b) elect to pay none or only a portion of
such work or terminate all right be delivered to SELLER or SEL such termination, BUYER shall report. If no written election is r SELLER shall be responsible for	is and obligations to the parties under LER's Agent within seven (7) days for the entitled to a full refund of all deponded within seven (7) days, BUYER for the cost of that portion of the work wor all such work, SELLER shall have	BUYER may elect to pay the balance of the cost of this Agreement. Written notice of such election shall ollowing receipt of SELLER's notice. In the event of posits excluding the cost of the above roof inspection shall have the right to terminate this Agreement, and which SELLER elected to pay. In the event SELLER the right to have such work performed by a licensed
report issued for compliance w or transfer, SELLER shall, within to issue the required report	rith local building and permit regulation days, notify the appropriate lo at the earliest practicable date. If SE BUYER may pay the cost of the requ	dinance requires that the property be inspected or a ns, standards, and ordinances as a condition to sale ocal agency to cause the property to be inspected, or ELLER does not agree to pay for correction of any sired corrections or terminate this Agreement. In the
H. CONTINGENCY RI	ELEASE CLAUSE. Subject to the sai	le and conveyance of BUYER's property known as:
Lot Block Secti	ion Subdivision	
Address	1	
Tax Map #	City	Zip
County of	, State of South Card	olina.
rights of BUYER. Should SELL the event BUYER will not waiv Agreement shall be terminated by certified mail and addressed to have been given on the date notice. In the event BUYER was	ER accept such an offer, then BUYER we this condition in writing within and all deposits be returned to BUYER to following the date of mailing evidence aives real property sale contingency, B	y for sale and to accept written offers subject to the R shall be given written notice of such acceptance. In hours of receipt of such notice, then this R. Said notice may be personally delivered or mailed in the event of mailing, such notice shall be deemed ed by the postmark on the envelope containing such UYER must first satisfy SELLER or SELLER'S Agent out the sale of the aforementioned property.
of HUD has found to have spenecessary to purchase flood in financial institution or a loan in	ecial flood hazards and that, pursuant nsurance in order to obtain any loan s sured or guaranteed by an agency of t	the property is located in an area which the Secretary to the National Flood Insurance Program, it will be secured by the property from any federally regulated the U.S. Government. The purpose of the program is consult your lender or insurance carrier.
certifications called for by the lifer the area, wetlands or for an the event such studies are war of complete execution of the a of completion thereof and up the BUYER is not satisfied with	ending agencies and any governments by environmental protection matter shall nted or required, the studies must be for greement. The BUYER and SELLER (on notice by the BUYER to the SELLE	must have access to all studies within five (5) days R within five (5) days of receipt of the studies that the option of correcting the problem, if the SELLER

	Action Item	Latest Meeting Response Date	Action Meeting Date Complete	
1	Review NRPIC mandate, plan & Resolution			EP,AH
	It was unanimously decided that each jurisdictions administration and staff review the documents in meetings in January. A subsequent meeting with all jurisdictions would then be scheduled to discuss modifications providing a revised document for signature. The revised document would then be presented to the NRPIC for final discussion. Need Update on Actions!	5/28/2021		
2	Lady's Island Plan - Implementation Committee			SM,MT
	The task force is continuing to meet every 2 to 3 weeks since organized in late October 2020. Current Agenda items include: A Transportation Update -Access roads -21 Corridor B. Zoning Presentation -Craphic delination of Differences County vs City C. Outreach Update -Stake Holder Lists Presentation / Discussion D.Pathways Work / Secondary Roadways -Update / Discussion E. Consultant Funding -Update / Discussion F. Transfer Task Force to NRPIC DISSOLUTION DOCUMENT COMPLETED - TO BE REMOVED FROM LIST	5/28/2021	5/28/2021	
3	Local option sales tax discussion			JD
	This is a critical issue for decisions of all municipalities to be a County agenda item for the October Ballot. A marketing effort needs to be started for Sales & or Capitol tax 2021. Need update from all municipalities and County. Update Yemassee update at next meeting Council has moved to put this on the Beaufort County ballot Uniform yard waste policy	5/28/2021		EG
	The County public works representative will set up a meeting to speak with the city of Beaufort Update	5/28/2021		
	ID future areas in unincoorprated areas for curbside pick-up and how municipalities may work with County			EG, RM
	Town and city will both review current contracts and dates of renewal decide if a combined contract makes sense other local municipalities are invited to participate in these discussions. Update Would like a presentation from County Solid Waste, including composting lawn waste, at the June 25th NRPIC meeting	5/28/2021		
	Regional Stormwater Sea Level Rise and Fill Ordenance future compliance and incorporate the septic tank restrictions in Lady's Island code & elsewhere			EG
	Ms. Katie Herrera, Beaufort County Stormwater Dept., will present an update (new stormwater Ordinance) at the April 23, 2021, NRPIC meeting. The Town of PR presented at the March 2021 MPC. The City of Beaufort is planning an April 2021 presentation Update Thank you Katie Herrara for presentation	5/28/2021		DM
	A Bike/Ped meeting is scheduled for April 13, 2021, to review/revise the final draft document. SCDOT has hired Kimley-Horne to assist with the statewide planning process. County Councilman York Glover reminded everyone about the Harbor Island Bridge missed opportunity. Mayor Joe Devito also mentioned the Broad River Bridge missed opportunity. Noah Krepps, Beaufort County Long Range Planner, will give an update at the April 23, 2021, NRPIC meeting. Update Document is ready to be shared. Several meetings set up for the months of June-August	5/28/2021		RM
8	Convenience centers			EG
	Still working through decal issues; the solid waste and recycling enterprise system will become a line item on County tax notices – there will be no increase in taxes assessed Remove from list and show as completed What next on improving the plastic bag ban recycling issues	5/28/2021	5/28/2021	SM, AH
	Alice Howard and the coastal conservation league will be working on this issue after COVID. Update Alice Howard to take through Natural Resources. Potential need for changes to ordinances as well as education Identify & consolidated regional vs community parks	5/28/2021		
	Robert Merchant was asked to make requested revisions to the parks list and reroute for the June 25, 2021, NRPIC meeting.	5/28/2021		EG
	consolidated fire service This agenda item will be moved for discussion later in 2021 after law suit	1/19/2021		JD,SM
	utility pollution Joe DeVito updated the board and asked to remove from Task List	1/19/2021	1/19/2021	JD
	Direction of Growth Development (coordinate Master Plans) Dave Prechard and Robert merchant to continue to work on this issue and schedule a presentation to the MPC Later in March / April. Update Comprehensive Plans in draft form, will eventually come before NRPIC	5/28/2021		DP, RM
	Workforce development will revisit in future	5/28/2021		SM
15	Rural Community Fire Protection This Item was requested by York Glover. Will leave on for June 25th NRPIC meeting	5/28/2021		YG
16	Rural Community – public water / adequate water This item was requested by York Glover. Will leave on for June 25th NRPIC meeting	5/28/2021		YG
17	Comprehensive Plan			RM
	April Planning Commission Meeting unveiling of Comp Plan draft. Website set up www.envisionbeaufortcounty.com. Public meetings have been scheduled for June	5/28/2021		