

**ORDINANCE NO. 25-05**

**AN ORDINANCE AUTHORIZING DARLINGTON COUNTY TO ACCEPT OWNERSHIP AND RESPONSIBILITY OF PROPERTY THROUGH THE BUYOUT PROGRAM WITH SOUTH CAROLINA OFFICE OF RESILIENCE (SCOR), GROUP 1**

**WHEREAS**, Darlington County, South Carolina acting by and through its County Council is authorized under Title 4 of the Code of Laws of South Carolina, to purchase or acquire real property;

**WHEREAS**, Darlington County recognizes the threat that flooding poses to Darlington County;

**WHEREAS**, Darlington County has a proposed flood mitigation project called the Darlington County Buyout Project;

**WHEREAS**, The South Carolina Office of Resilience ("SCOR") and Darlington County, are acting in accordance with a Darlington County application for a Community Block Grant for Mitigation ("CDBG-MIT"), and a Grant Agreement executed November 21, 2022;

**WHEREAS**, The Buyout Project is funded in part by a U.S. Department of Housing and Urban Development CDBG-MIT for the purpose of Darlington County acquiring property from voluntary participating residential homeowners who are located in a floodplain, and/or have suffered damages due to flooding during 2015, 2016, or 2018 Presidentially-declared disasters and/or located in a program defined Disaster Risk Reduction Area;

**WHEREAS**, Darlington County anticipates receiving ownership of approximately forty parcels of real property, as will be further identified herein (the "Properties");

**WHEREAS**, Darlington County anticipates receiving ownership of the Properties at no cost to Darlington County, but Darlington County will be perpetually responsible for the maintenance of the Properties; and

**WHEREAS**, representatives for the SCOR and the voluntarily participating residential homeowners have negotiated the Contract(s) for Sale of Real Estate.

**NOW, THEREFORE**, be it ordained by the County Council in meeting duly assembled that:

1. The County Council hereby approves the Contract(s) for Sale of Real Estate as is/are attached hereto as Exhibit 1. The Chairman of County Council and the County Administrator are hereby authorized, empowered, and directed to execute, acknowledge and deliver all documents in the name of, and on behalf of, Darlington County to carry out the transaction

contemplated by this Ordinance as may be necessary and appropriate to acquire the following parcels of real property:

- a. **Street Address:** 404 Watson Cir, Hartsville, SC  
**Tax Map No.:** 036-05-01-009  
**Plat Book 35 at Page 71**
  
- b. **Street Address:** 406 Watson Cir, Hartsville, SC  
**Tax Map No.:** 036-05-01-008  
**Plat Book 35 at Page 119**
  
- c. **Street Address:** 420 Watson Cir, Hartsville, SC  
**Tax Map No.:** 036-05-01-005  
**Plat Book 35 at Page 119**
  
- d. **Street Address:** 412 Watson Cir, Hartsville, SC  
**Tax Map No.:** 036-05-01-007  
**Plat Book 35 at Page 119**
  
- e. **Street Address:** 308 Kenwood Ave, Hartsville, SC  
**Tax Map No.:** 056-02-02-012  
**Plat Book 17 at Page 107**
  
- f. **Street Address:** 511 Kenwood Ave, Hartsville, SC  
**Tax Map No.:**056-02-02-061  
**Plat Book 36 at Page 231**
  
- g. **Street Address:** 1236 Patrick Hwy, Hartsville, SC  
**Tax Map No.:** 054-16-01-076  
**Plat Book 98 at Page 191**
  
- h. **Street Address:** 107 Shoshone Dr, Darlington, SC  
**Tax Map No.:** 184-00-01-017  
**Plat Book 72 at Page 29**
  
- i. **Street Address:** 2425 Sampit Dr, Hartsville, SC  
**Tax Map No.:** 011-00-01-162  
**Plat Book 30 at Page 191**
  
- j. **Street Address:** 217 S Mary St, Hartsville, SC  
**Tax Map No.:**056-04-04-040  
**Plat Book 25 at Page 9**

2. All Ordinances, Orders, Resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.


3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed severable.


4. This Ordinance shall take effect and be in full force upon the third reading and enactment by the County Council; provided, however, the effective date of the attached Contracts(s) for Sale of Real Estate shall be the date of the full execution of each contract by the last party signing, and their delivery of the fully executed contract to the other party thereto, which may be by electronic means.

**ORDAINED** in meeting duly assembled this 7 day of April, 2025.

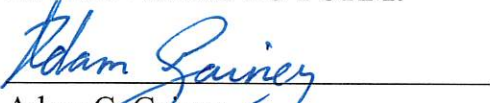
**ATTEST:**

  
M. Charles Stewart, III  
County Administrator  
Darlington County

  
Bobby Hudson, Chairman  
County Council  
Darlington County

  
Janet Bishop  
Clerk to Council  
Darlington County

**APPROVED AS TO FORM:**

  
Adam C. Gainey  
County Attorney  
Darlington County

First Reading: February 3, 2025  
Second Reading: March 3, 2025  
Third Reading: April 7, 2025  
Public Hearing: April 7, 2025

**CONTRACT FOR SALE OF REAL ESTATE  
(PRIMARY RESIDENCE)**

1. **Legally binding Contract:** This Contract is made and entered into by and between the Vested Property Owner(s) Robyn Hudson (herein after "SELLER(S)") and Buyer, Darlington County, (hereinafter "COUNTY"). The SELLER(S) agrees to sell, and COUNTY agrees to buy the below listed legally described real property with improvements and fixtures thereon for an agreed upon consideration as provided by the terms herein.

2. **Contractual Background:** The South Carolina Office of Resilience Disaster Recovery Division (SCOR DRD) and the COUNTY, a body politic, public entity, and Unit of General Local Government (UGLG), are acting in accordance with a Darlington County application for a Community Development Block Grant for Mitigation (CDBG-MIT), and a Grant Agreement executed on November 21, 2022.

3. **Buyout Program Funding:** The Buyout Program is funded in part by a U.S. Department of Housing and Urban Development ("HUD") CDBG-MIT for the purpose of the CITY to acquire property from voluntary participating residential homeowners who are located in a floodplain, and/or have suffered damage due to flooding during 2015, 2016, or 2018 Presidentially-declared disasters and/or located in a program defined Disaster Risk Reduction Area (DRRA).

4. **Buyout Program Administration:** The Buyout Program is administered by SCOR DRD pursuant to a HUD approved Action Plan, submitted on March 26, 2020, and a SCOR Grant Agreement executed on July 31, 2020, pursuant to Public Law 115-123 and implemented in accordance with Title I of the Housing and Community Development Act of 1974 (HCDA) (42 USC 5301 et seq.).

5. **Property to be Sold:** Subject to the terms and conditions herein, SELLER(S) voluntarily agrees to sell, and COUNTY agrees to purchase the following described property with improvements and fixtures thereon:

**Legal Description:** Lot No. 25 bounded on the north by Lot No. 26, on the east Watson Circle, on the south by Lot No. 24, and on the west by property of others

**Street Address:** 406 Watson Cir., Hartsville, SC 29550

**Tax Map #:** 036-05-01-008

**6. Voluntary Participation and No Real Estate Listing:** The SELLER(S) represents and warrants that the SELLER(S) wishes to sell the property voluntarily under this program, and acknowledges that SELLER(S) is/are (a) under NO obligation to sell the Property to the COUNTY under this voluntary program; and (b) SELLER(S) fully understands that Darlington County or SCOR will NOT use powers of eminent domain to acquire the herein described property under this program if SELLER(S) chooses to voluntarily withdraw from the buyout program prior to or at the time of Closing; and (c) SELLER(S) affirms that any or all previous real estate listing agreements or written real estate contracts made prior to SELLER(S) entering this voluntary CDBG-MIT Buyout program have been revoked and are no longer in effect.

**7. Property Purchase Price.** For a property purchased after the 2015, 2016, and 2018, Presidentially declared disasters, the COUNTY agrees to pay the SELLER(S)'s documented property purchase price, and any applicable market adjustment incentive, for a total property purchase price as reflected on the attached Agency Determination of Just Compensation Calculation worksheet. The market adjustment incentive is applicable only if the SELLER(S) has resided in the home or the SELLER(S) has had a tenant reside in the home. Where the total property purchase price calculation is based upon a Fair Market Value Appraisal, SELLER(S) acknowledges that a copy of the Appraisal has been provided to SELLER(S).

**8. Buyout Eligible Incentives and Program Costs.** SELLER(S) and COUNTY acknowledge that the purpose of the CDBG-MIT Buyout Program is to remove citizens from harm's way of potential future flooding or related disasters. It is the Program's intent to incentivize SELLER(S)'s relocation to areas of reduced risk by providing Program allowable financial incentives payable directly to SELLER(S). SELLER(S) and COUNTY acknowledge that the Property Purchase Price includes payment for any Program incentives for eligible moving expenses and any applicable low-and-moderate-income individual incentives. All eligible incentives are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and incorporated herein. SELLER(S) acknowledges that the costs of the CDBG-MIT Buyout Program, to include applicable Closing costs, are paid by the CDBG-MIT Buyout Program.

**9. Duplication of Benefits:** SELLER(S) acknowledges that Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5144), ("Stafford Act"), requires that a duplication of benefits (DOB) analysis be completed, and that the SELLER(S) has received, in writing, notification of any DOB that is applicable, and that the amount shall be deducted from the property purchase price. Parties acknowledge that Stafford Act prohibits any person from receiving federal financial assistance with respect to this CDBG-MIT Buyout Program for any loss resulting from a Presidentially-declared disaster for which SELLER(S) has received financial assistance under any other program or insurance from any source.

a. SELLER(S) acknowledges that DOB calculations if applicable are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and the DOB Calculation worksheet and are incorporated herein.

b. SELLER(S) acknowledges that the funds being used to purchase the property cannot and

406 Watson Circle Real Estate Purchase Contract

will not duplicate any future benefits that SELLER may receive for the same purpose from any other sources.

10. **Total Project Purchase Price Payable to SELLER(S)**: The agency determined just compensation property purchase price plus improvements made to the home is **\$89,944.57** plus **\$0.00** for the applicable incentive payments; less a reduction for **\$0.00**, the duplication of benefits, for a **NET** Total Project Purchase Price Amount of **\$89,944.57**. (SEE Attached Agency Determination of Just Compensation 1 worksheet)

(a) SELLER(S) acknowledges that SELLER(S) total Project Purchase Price Amount **will be reduced** by any contingent or pro-rata payments identified in Paragraphs 11 and 12 below.

11. **Expiration of the Real Estate Purchase Offer**. SELLER(S) acknowledges that the offer in this Real Estate Purchase Contract is presented on **February 25, 2025**. SELLER(S) acknowledges that this offer shall be reviewable for a period of **30 days** from this date. SELLER(S) agrees to communicate any questions, appeals, decisions, or requests for additional time in writing. SELLER(S) acknowledges that upon SELLER(S) failure to communicate within this timeframe, SCOR may terminate this offer.

12. **Schedule Closing Date**. Once both SELLER(S) and COUNTY have signed this Real Estate Purchase Contract, SCOR will schedule a closing date for completing the purchase. The Closing shall be completed within 90 days of the date of the Real Estate Purchase contract or Title Search Confirmation unless the closing date is further extended by the written agreement by SCOR.

13. **Priority of Payment of Proceeds**. SELLER(S) acknowledges that all liens on the property, including any real property taxes, environmental fees, or other county assessments/liens/encumbrances, will be due and payable on the date of Closing. At the Closing, the priority payments for all liens, real property taxes, environmental fees, etc., shall be withdrawn from the proceeds of sale with all remainder of proceeds then payable to SELLER(S), plus payment for applicable program incentives to SELLER(S).

14. **Payment Contingent Upon Following**: Payment under the terms of this Contract shall be due at the time of the Closing. Upon the execution of the Contract, SCOR shall schedule the Closing date. Payment of any funds due to SELLER(S) under this Contract is strictly contingent upon the following: (a) approval of the SELLER(S)'S title; (b) the execution at Closing of a general warranty deed, conveying marketable title for the Property in fee simple with all Program required restrictive covenants contained therein; (c) the Property must be clear of all mortgages, liens, and other encumbrances, including any unpaid laborers' and materialmen's liens; and (d) any outstanding real estate taxes, rents, dues, fees, utility bills, and any other expenses relating to the Property, shall be due and pro-rated (if appropriate) as of the date of Closing and **SHALL BE PAID** from the SELLER(S)'s proceeds of the sale.

15. **SELLER(S) Execute All Documents.** SELLER(S) will execute all requested documents necessary to transfer the property, and SELLER(S) agrees to execute all documents in the future as may be required by the COUNTY, State of South Carolina, and/or HUD to complete this transaction and to comply with COUNTY, State, or Federal regulations. It is further understood that the SELLER(S) will return to SCOR any disaster benefit/aid money received by the SELLER(S) if any of the disaster aid monies are determined to be a DOB. The future DOB shall be acknowledged by SELLER(S) in the attached subrogation agreement is incorporated herein.

16. **SELLER(S) Consultation with Attorney.** SELLER(S) acknowledges that SELLER(S) (a) has had an opportunity to review this Contract; (b) SELLER(S) has had an opportunity, if the SELLER(S) so chooses, to contact and retain an attorney of SELLER(S)'s choice to review this Contract prior to signing; and (c) SELLER(S) fully understands the nature of this Contract and hereby releases and agrees to hold the State of South Carolina harmless from any and all claims arising out of or related to this Contract or anything incidental to the sale of the Property.

**The SELLER(S) shall release and indemnify the State of South Carolina and COUNTY from and against any suits, damages, obligations, or liability regardless of the negligence, alleged misrepresentations, or other intentional or unintentional acts of the COUNTY, or the State of South Carolina, or any acts of the officers, agents, employees, or subcontractors performed in relation to this contract, the administration of this buyout program, or any aspect of floodplain administration.**

17. **Possession of the Property at Closing.** SELLER(S) and/or SELLER(S)'s tenant(s) (if applicable), MUST VACATE THE PROPERTY AT LEAST 48 HOURS PRIOR TO THE SCHEDULED CLOSING. Possession of the Property shall be turned over to the COUNTY at the time of the Closing. At least 48 hours prior to the Closing date, SELLER(S) shall submit to SCOR a signed notice stating the following: (a) that the property is vacated; (b) that all utilities are turned off; (c) that SELLER(S) has submitted a signed acknowledgement by the utility company stating that the utility account(s) are/is closed; and (d) SELLER(S) shall notify that property is ready for a SCOR Compliance Inspection so that all required inspections occur prior to the date of the Closing. SELLER(S) shall surrender all keys to the property at the Closing.

18. **Material Defect.** If the title examination, county compliance inspection, boundary line survey, or other information received discloses a material defect, COUNTY may accept the Property with the defect or require that the SELLER(S) attempt to remedy the defect within 30 days after its discovery. If defect is not remedied within that period, COUNTY may elect to rescind and vacate this CONTRACT in writing to the SELLER(S).

19. **Property Deed** shall be made in the name of Darlington County Government.

20. **Binding Effect of this Contract.** This Contract shall be for the benefit of, and be binding upon, the parties, their heirs, successors, legal representatives, and assigns. It constitutes the entire Contract between the parties. No modification of this Contract shall be binding unless signed by

both SELLER(S) and COUNTY.

21. **Governing Law.** This Contract shall be governed and interpreted in accordance with the laws of South Carolina.

22. **Cooperation.** COUNTY and SELLER(S) agree to take promptly all actions reasonably necessary to carry out the responsibilities and obligations of this Contract. For those properties where SELLER has rented to a third-party tenant, SELLER shall comply with all COUNTY and/or SCOR-DRD requests for tenant information. Seller shall provide mandated notices to tenant(s) and follow all COUNTY and/or SCOR-DRD directives as mandated by the Uniform Relocation Assistance and Real Property Acquisitions Act, (URA) as amended (42 U.S.C. 4601 et seq.) (49 CFR Part 24).

23. **Other Terms.** The following terms and conditions supplement or supersede other provisions of this Contract: The SELLER(S) will not remove any items considered real property, such as building materials, fixtures, or improvements, and the COUNTY will not permit any materials to be salvaged at this time or at the time of demolition by the SELLER(S). Any violation of this provision may result in changing the fair market value of the Property.

24. **Facsimile and other Electronic Means:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and 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 original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

25. **Non-Foreign Affidavit.** SELLER(S) warrants that SELLER(S) is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and will execute a certificate to that effect at Closing.

26. **No Relocation Benefits Eligible under URA.** The SELLER(S) understands that this real estate purchase contract represents a voluntary transaction, and that SELLER(S) is not eligible for any relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Act ("URA") (42 U.S.C. 4601 et seq.) (49 CFR Part 24). The SELLER(S) acknowledges there are no tenants residing in their household.

27. **No Assignment.** Any assignment or other transfer of this Agreement without the written consent of the other party shall be null and void and of no force or effect.

28. **Effective Date.** This Contract shall take effect on the date the COUNTY accepts SELLER(S) signed contract.

RH  
RJC

29. **Darlington County Ordinance Process.** SELLER(S) acknowledge(s) and understand(s) that before the COUNTY is authorized to execute/sign this Contract for the Sale of Real Estate, COUNTY must follow Darlington County Council’s public hearing and ordinance passage process. The ordinance passage process involves a three-reading procedure where an ordinance for purchase of property under the Buyout Program is presented at 3 consecutive County Council Meetings and will be presented for at least one public hearing. SELLER(S) acknowledge(s), understand(s), and **agree(s)** that during the third (3<sup>rd</sup>) and final reading of the ordinance, the COUNTY will disclose the above named property tax map parcel identification number, address, and the location of a relevant plat (if any) filed with the Clerk of Court for Darlington County. Parties acknowledge and understand that this ordinance and public hearing process is required per South Carolina Code of Laws, Section 4-9-120, 4-9-30(2), and 4-9-130, and strictly adheres to Op. S.C. Att’y Gen., 2009 WL 580557 (February 17, 2009) and Op. S.C. Att’y Gen.2023 WL 6036770 (September 08, 2023), thus ensuring that legal ownership is acquired by COUNTY.

IN WITNESS WHEREOF, the undersigned have executed this Contract and acknowledges that such terms and conveyance is binding upon the heirs, executors, successors and assigns of all parties.

SELLER(S): Robyn Hudson  
Robyn Hudson

Address: 406 Watson Cir., Hartsville, SC 29550

Date: 02/25/2025

Accepted by the Darlington County on the 7 day of April, 2025.

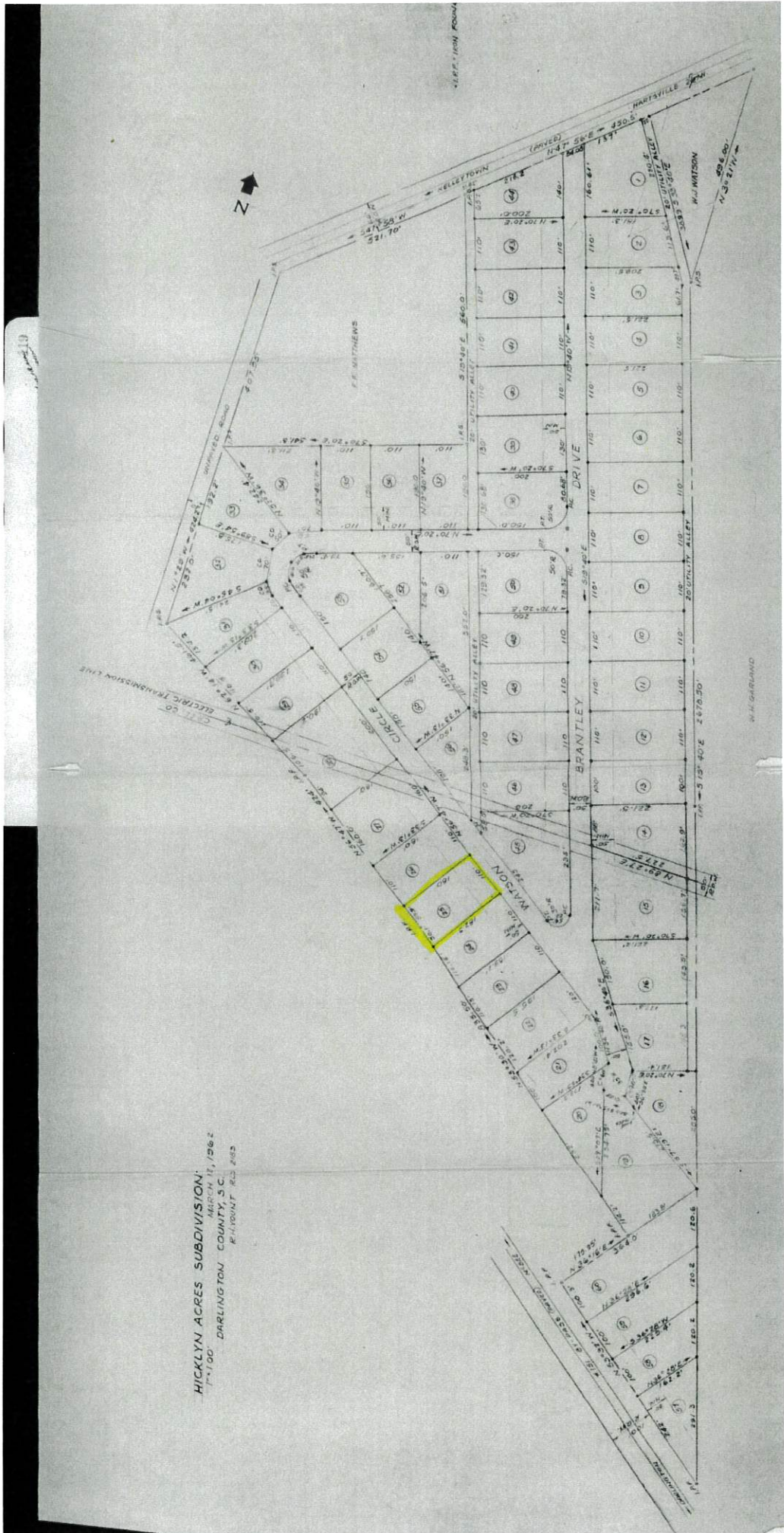
By: [Signature]  
Darlington County Representative

Funding Source acknowledged by the South Carolina of Resilience

By: Rebecca Chasen  
SCOR Representative

Plat Book 35 Page 119  
 Lot 25

HICKLYN ACRES SUBDIVISION:  
 MARCH 11, 1962  
 1-100 DARLINGTON COUNTY, S.C.  
 RAYMOUNT 82.2 2483



**CONTRACT FOR SALE OF REAL ESTATE AMENDED  
APPEALED VALUE AND INCLUDES PARAGRAPH #29**

1. **Legally binding Contract:** This Contract is made and entered into by and between the Vested Property Owner(s) Michael Baker and Hannah Dearing Baker (herein after "SELLER(S)") and Buyer, Darlington County, (hereinafter "COUNTY"). The SELLER(S) agrees to sell, and COUNTY agrees to buy the below listed legally described real property with improvements and fixtures thereon for an agreed upon consideration as provided by the terms herein.

2. **Contractual Background:** The South Carolina Office of Resilience Disaster Recovery Division (SCOR DRD) and the COUNTY, a body politic, public entity, and Unit of General Local Government (UGLG), are acting in accordance with a Darlington County application for a Community Development Block Grant for Mitigation (CDBG-MIT), and a Grant Agreement executed on November 21, 2022.

3. **Buyout Program Funding:** The Buyout Program is funded in part by a U.S. Department of Housing and Urban Development ("HUD") CDBG-MIT for the purpose of the CITY to acquire property from voluntary participating residential homeowners who are located in a floodplain, and/or have suffered damage due to flooding during 2015, 2016, or 2018 Presidentially-declared disasters and/or located in a program defined Disaster Risk Reduction Area (DRRA).

4. **Buyout Program Administration:** The Buyout Program is administered by SCOR DRD pursuant to a HUD approved Action Plan, submitted on March 26, 2020, and a SCOR Grant Agreement executed on July 31, 2020, pursuant to Public Law 115-123 and implemented in accordance with Title I of the Housing and Community Development Act of 1974 (HCDA) (42 USC 5301 et seq.).

5. **Property to be Sold:** Subject to the terms and conditions herein, SELLER(S) voluntarily agrees to sell, and COUNTY agrees to purchase the following described property with improvements and fixtures thereon:

**Legal Description:** Lot No. 22 bounded on the north by Watson Circle, on the east by Lot No. 21, on the south by property of Gilbert, and on the west by Lot No. 23

**Street Address:** 420 Watson Cr., Hartsville, SC 29550

**Tax Map #:** 036-05-01-005

6. **Voluntary Participation and No Real Estate Listing:** The SELLER(S) represents and warrants that the SELLER(S) wishes to sell the property voluntarily under this program, and acknowledges that SELLER(S) is/are (a) under NO obligation to sell the Property to the COUNTY under this voluntary program; and (b) SELLER(S) fully understands that Darlington County or SCOR will NOT use powers of eminent domain to acquire the herein described property under this program if SELLER(S) chooses to voluntarily withdraw from the buyout program prior to or at the time of Closing; and (c) SELLER(S) affirms that any or all previous real estate listing agreements or written real estate contracts made prior to SELLER(S) entering this voluntary CDBG-MIT Buyout program have been revoked and are no longer in effect.

7. **Property Purchase Price.** For a property purchased after the 2015, 2016, and 2018, Presidentially declared disasters, the COUNTY agrees to pay the SELLER(S)'s documented property purchase price, and any applicable market adjustment incentive, for a total property purchase price as reflected on the attached Agency Determination of Just Compensation Calculation worksheet. The market adjustment incentive is applicable only if the SELLER(S) has resided in the home or the SELLER(S) has had a tenant reside in the home. Where the total property purchase price calculation is based upon a Fair Market Value Appraisal, SELLER(S) acknowledges that a copy of the Appraisal has been provided to SELLER(S).

8. **Buyout Eligible Incentives and Program Costs.** SELLER(S) and COUNTY acknowledge that the purpose of the CDBG-MIT Buyout Program is to remove citizens from harm's way of potential future flooding or related disasters. It is the Program's intent to incentivize SELLER(S)'s relocation to areas of reduced risk by providing Program allowable financial incentives payable directly to SELLER(S). SELLER(S) and COUNTY acknowledge that the Property Purchase Price includes payment for any Program incentives for eligible moving expenses and any applicable low-and-moderate-income individual incentives. All eligible incentives are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and incorporated herein. SELLER(S) acknowledges that the costs of the CDBG-MIT Buyout Program, to include applicable Closing costs, are paid by the CDBG-MIT Buyout Program.

9. **Duplication of Benefits:** SELLER(S) acknowledges that Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5144), ("Stafford Act"), requires that a duplication of benefits (DOB) analysis be completed, and that the SELLER(S) has received, in writing, notification of any DOB that is applicable, and that the amount shall be deducted from the property purchase price. Parties acknowledge that Stafford Act prohibits any person from receiving federal financial assistance with respect to this CDBG-MIT Buyout Program for any loss resulting from a Presidentially declared disaster for which SELLER(S) has received financial assistance under any other program or insurance from any source.

a. SELLER(S) acknowledges that DOB calculations if applicable are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and the DOB Calculation worksheet and are incorporated herein.

b. SELLER(S) acknowledges that the funds being used to purchase the property cannot and

420 Watson Circle Real Estate Purchase Contract

will not duplicate any future benefits that SELLER may receive for the same purpose from any other sources.

MB

10. **Total Project Purchase Price Payable to SELLER(S)**: The agency determined just compensation property purchase price is **\$179,000.00** plus **\$0.00** for the applicable incentive payments; less a reduction for **\$0.00**, the duplication of benefits, for a NET Total Project Purchase Price Amount of **\$179,000.00** (SEE Attached Agency Determination of Just Compensation worksheet)

Hb

RJC

(a) SELLER(S) acknowledges that SELLER(S) total Project Purchase Price Amount **will be reduced** by any contingent or pro-rata payments identified in Paragraphs 11 and 12 below.

11. **Expiration of the Real Estate Purchase Offer**. SELLER(S) acknowledges that the offer in this Real Estate Purchase Contract is presented on February 25, 2025. SELLER(S) acknowledges that this offer shall be reviewable for a period of **30 days** from this date. SELLER(S) agrees to communicate any questions, appeals, decisions, or requests for additional time in writing. SELLER(S) acknowledges that upon SELLER(S) failure to communicate within this timeframe, SCOR may terminate this offer.

12. **Schedule Closing Date**. Once both SELLER(S) and COUNTY have signed this Real Estate Purchase Contract, SCOR will schedule a closing date for completing the purchase. The Closing shall be completed within 90 days of the date of the Real Estate Purchase contract or Title Search Confirmation unless the closing date is further extended by the written agreement by SCOR.

13. **Priority of Payment of Proceeds**. SELLER(S) acknowledges that all liens on the property, including any real property taxes, environmental fees, or other county assessments/liens/encumbrances, will be due and payable on the date of Closing. At the Closing, the priority payments for all liens, real property taxes, environmental fees, etc., shall be withdrawn from the proceeds of sale with all remainder of proceeds then payable to SELLER(S), plus payment for applicable program incentives to SELLER(S).

14. **Payment Contingent Upon Following**: Payment under the terms of this Contract shall be due at the time of the Closing. Upon the execution of the Contract, SCOR shall schedule the Closing date. Payment of any funds due to SELLER(S) under this Contract is strictly contingent upon the following: (a) approval of the SELLER(S)'S title; (b) the execution at Closing of a general warranty deed, conveying marketable title for the Property in fee simple with all Program required restrictive covenants contained therein; (c) the Property must be clear of all mortgages, liens, and other encumbrances, including any unpaid laborers' and materialmen's liens; and (d) any outstanding real estate taxes, rents, dues, fees, utility bills, and any other expenses relating to the Property, shall be due and pro-rated (if appropriate) as of the date of Closing and SHALL BE PAID from the SELLER(S)'s proceeds of the sale.

15. **SELLER(S) Execute All Documents.** SELLER(S) will execute all requested documents necessary to transfer the property, and SELLER(S) agrees to execute all documents in the future as may be required by the COUNTY, State of South Carolina, and/or HUD to complete this transaction and to comply with COUNTY, State, or Federal regulations. It is further understood that the SELLER(S) will return to SCOR any disaster benefit/aid money received by the SELLER(S) if any of the disaster aid monies are determined to be a DOB. The future DOB shall be acknowledged by SELLER(S) in the attached subrogation agreement is incorporated herein.

16. **SELLER(S) Consultation with Attorney.** SELLER(S) acknowledges that SELLER(S) (a) has had an opportunity to review this Contract; (b) SELLER(S) has had an opportunity, if the SELLER(S) so chooses, to contact and retain an attorney of SELLER(S)'s choice to review this Contract prior to signing; and (c) SELLER(S) fully understands the nature of this Contract and hereby releases and agrees to hold the State of South Carolina harmless from any and all claims arising out of or related to this Contract or anything incidental to the sale of the Property.

**The SELLER(S) shall release and indemnify the State of South Carolina and COUNTY from and against any suits, damages, obligations, or liability regardless of the negligence, alleged misrepresentations, or other intentional or unintentional acts of the COUNTY, or the State of South Carolina, or any acts of the officers, agents, employees, or subcontractors performed in relation to this contract, the administration of this buyout program, or any aspect of floodplain administration.**

17. **Possession of the Property at Closing.** SELLER(S) and/or SELLER(S)'s tenant(s) (if applicable), MUST VACATE THE PROPERTY AT LEAST 48 HOURS PRIOR TO THE SCHEDULED CLOSING. Possession of the Property shall be turned over to the COUNTY at the time of the Closing. At least 48 hours prior to the Closing date, SELLER(S) shall submit to SCOR a signed notice stating the following: (a) that the property is vacated; (b) that all utilities are turned off; (c) that SELLER(S) has submitted a signed acknowledgement by the utility company stating that the utility account(s) are/is closed; and (d) SELLER(S) shall notify that property is ready for a SCOR Compliance Inspection so that all required inspections occur prior to the date of the Closing. SELLER(S) shall surrender all keys to the property at the Closing.

18. **Material Defect.** If the title examination, county compliance inspection, boundary line survey, or other information received discloses a material defect, COUNTY may accept the Property with the defect or require that the SELLER(S) attempt to remedy the defect within 30 days after its discovery. If defect is not remedied within that period, COUNTY may elect to rescind and vacate this CONTRACT in writing to the SELLER(S).

19. **Property Deed** shall be made in the name of Darlington County Government.

20. **Binding Effect of this Contract.** This Contract shall be for the benefit of, and be binding upon, the parties, their heirs, successors, legal representatives, and assigns. It constitutes the entire Contract between the parties. No modification of this Contract shall be binding unless signed by

420 Watson Circle Real Estate Purchase Contract

both SELLER(S) and COUNTY.

21. **Governing Law.** This Contract shall be governed and interpreted in accordance with the laws of South Carolina.

22. **Cooperation.** COUNTY and SELLER(S) agree to take promptly all actions reasonably necessary to carry out the responsibilities and obligations of this Contract. For those properties where SELLER has rented to a third-party tenant, SELLER shall comply with all COUNTY and/or SCOR-DRD requests for tenant information. Seller shall provide mandated notices to tenant(s) and follow all COUNTY and/or SCOR-DRD directives as mandated by the Uniform Relocation Assistance and Real Property Acquisitions Act, (URA) as amended (42 U.S.C. 4601 et seq.) (49 CFR Part 24).

23. **Other Terms.** The following terms and conditions supplement or supersede other provisions of this Contract: The SELLER(S) will not remove any items considered real property, such as building materials, fixtures, or improvements, and the COUNTY will not permit any materials to be salvaged at this time or at the time of demolition by the SELLER(S). Any violation of this provision may result in changing the fair market value of the Property.

24. **Facsimile and other Electronic Means:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and 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 original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

25. **Non-Foreign Affidavit.** SELLER(S) warrants that SELLER(S) is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and will execute a certificate to that effect at Closing.

26. **No Relocation Benefits Eligible under URA.** The SELLER(S) understands that this real estate purchase contract represents a voluntary transaction, and that SELLER(S) is not eligible for any relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Act ("URA") (42 U.S.C. 4601 et seq.) (49 CFR Part 24). The SELLER(S) acknowledges there are no tenants residing in their household.

27. **No Assignment.** Any assignment or other transfer of this Agreement without the written consent of the other party shall be null and void and of no force or effect.

28. **Effective Date.** This Contract shall take effect on the date the COUNTY accepts SELLER(S) signed contract.

MB  
HB  
RJC

**29. Darlington County Ordinance Process.** SELLER(S) acknowledge(s) and understand(s) that before the COUNTY is authorized to execute/sign this Contract for the Sale of Real Estate, COUNTY must follow Darlington County Council's public hearing and ordinance passage process. The ordinance passage process involves a three-reading procedure where an ordinance for purchase of property under the Buyout Program is presented at 3 consecutive County Council Meetings and will be presented for at least one public hearing. SELLER(S) acknowledge(s), understand(s), and **agree(s)** that during the third (3<sup>rd</sup>) and final reading of the ordinance, the COUNTY will disclose the above named property tax map parcel identification number, address, and the location of a relevant plat (if any) filed with the Clerk of Court for Darlington County. Parties acknowledge and understand that this ordinance and public hearing process is required per South Carolina Code of Laws, Section 4-9-120, 4-9-30(2), and 4-9-130, and strictly adheres to Op. S.C. Att'y Gen., 2009 WL 580557 (February 17, 2009) and Op. S.C. Att'y Gen.2023 WL 6036770 (September 08, 2023), thus ensuring that legal ownership is acquired by COUNTY.

IN WITNESS WHEREOF, the undersigned have executed this Contract and acknowledges that such terms and conveyance is binding upon the heirs, executors, successors and assigns of all parties.

SELLER(S): Michael Baker  
Michael Baker  
Hannah Dearing Baker  
Hannah Dearing Baker

Address: 420 Watson Cr., Hartsville, SC 29550

Date: 02/25/2025 02/25/2025

Accepted by the Darlington County on the 7 day of April, 2025.

By: [Signature]  
Darlington County Representative

Funding Source acknowledged by  
The South Carolina of Resilience

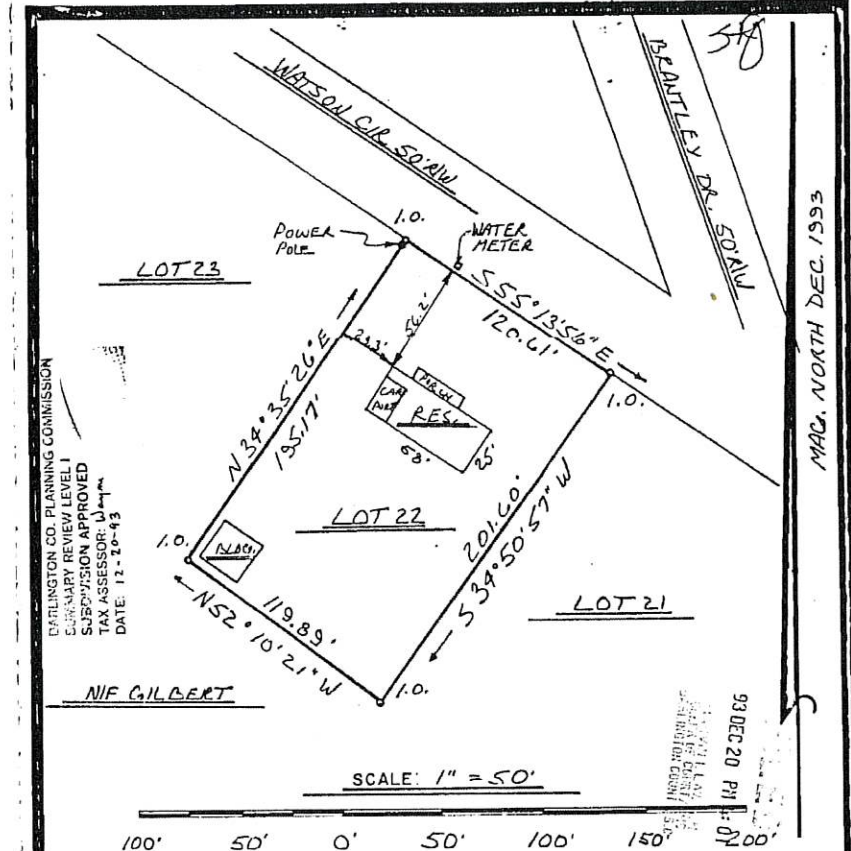
By: Rebecca Chasen 02/25/2025

Plat Book 149 Page 301

Lot 22

Martin L. & Kimberly Dearing 301

Plat Book 149-301



DARLINGTON CO. PLANNING COMMISSION  
 PRELIMINARY REVIEW LEVEL  
 SUSPENSION APPROVED  
 TAX ASSESSOR: W. J. ...  
 DATE: 12-20-93

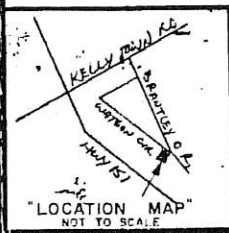
MAC, NORTH DEC. 1993

93 DEC 20 PM 4:01  
 HARTVILLE DISTRICT  
 DARLINGTON COUNTY

**MAP**  
OF

A CLASS 'B' CLOSING SURVEY OF LOT 22, OF THE HICKLYN ACRES SUBDIVISION, REF. PLAT BOOK 55, PAGE 119, LOCATED JUST SOUTH WEST OF THE CITY OF HARTSVILLE, DARLINGTON COUNTY, STATE OF SOUTH CAROLINA. THIS SURVEY MADE IN ACCORDANCE WITH THE MINIMUM STANDARDS MANUAL.

FOR  
 MARTIN L. DEARING AND KIMBERLY G. DEARING  
 420 WATSON CIR.

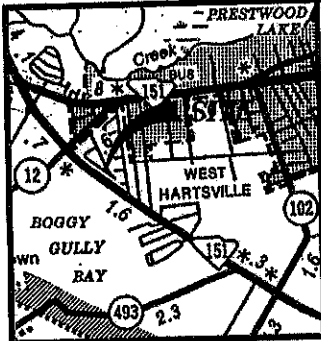


I hereby certify that the measurements as shown above are correct and there are no apparent encroachments or projections other than shown.

*Jack D. Epperly*  
 JACK D. EPPERLY, PLS  
 S.C. REG NO. 10782  
 HARTSVILLE, S.C.  
 DARLINGTON COUNTY  
 DATE: 9 DEC. 1993

Notes: This lot is not in a flood hazard boundary area designated by U. S. Dept. FEMA as per sheet 1000

LEGEND: 1.0. = EXIST. IRON PIN



LOCATION MAP

**LOT 23**  
 GARY T ODOM  
 TM: 036-05-01-006  
 D.B. 987 PG. 165

**LOT 22**  
 0.55 Ac.  
 TM: 036-05-01-005  
 D.B. 1097 PG. 0302

**LOT 21**  
 ESSIE MAE J DAVIS  
 TM: 036-05-01-004  
 D.B. 857 PG. 307

CEQUEL STORAGE  
 TM: 036-05-01-032  
 D.B. 1079 PG. 146

TIME WARNER CABLE  
 TM: 036-05-01-018  
 D.B. 1067 PG. 1540

DARLINGTON COUNTY  
 SOUTH CAROLINA

420 WATSON CIR.  
 HARTSVILLE, S.C.

**PLAT**

OF 0.55 ACRES LOCATED NEAR THE CITY OF HARTSVILLE COUNTY, SOUTH CAROLINA  
 BEING THAT PROPERTY SHOWN AS LOT 22 ON A PLAT OF HICKLYN ACRES DATED  
 DECEMBER 5, 1961 AND RECORDED IN PLAT BOOK 35, PAGE 70.

SURVEYED FOR:

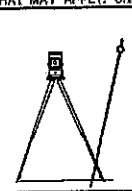
**MICHEAL A. BAKER**  
**& HANNAH N. DEARING**

THIS IS A RESURVEY OF  
 AN EXISTING PARCEL.

DATE: AUGUST 25, 2021 JOB NO: 21856 FLD BK: N/A PAGE: N/A REF JOB NO: N/A TM#: 036-05-01-005

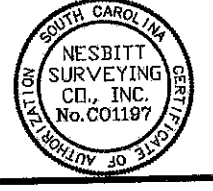
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN. ALSO I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAP 45031C0280C, EFFECTIVE DATE FEB. 6, 2013 AND FOUND THE SUBJECT PROPERTY TO NOT BE IN A FLOOD ZONE.

NOTE: THIS PROPERTY IS SUBJECT OF ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, COVENANTS AND RESTRICTIONS, RECORDED OR UNRECORDED, THAT MAY APPLY. UNLESS NOTED HEREON THIS MAP DOES NOT ADDRESS ENVIRONMENTAL CONCERNS OR SUBSURFACE INVESTIGATION.



**NESBITT SURVEYING CO., INC.**  
 4340 ALLIGATOR ROAD  
 TIMMONSVILLE, S.C. 29161  
 PHONE (843) 346-3302  
 FAX (843) 346-5802  
 email davidn@nesbittsurveying.com  
 SCALE 1" = 40 FT  
 0 10 20 30 40 80  
 GRAPHIC SCALE

DAVID A. NESBITT REG NO 7623



**AMENDED CONTRACT FOR SALE OF REAL ESTATE  
DARLINGTON COUNTY ORDINANCE REQUIREMENT  
(PRIMARY RESIDENCE)**

1. **Legally binding Contract:** This Contract is made and entered into by and between the Vested Property Owner(s) Bryan and Kathryn Starling (herein after “SELLER(S)”) and Buyer, Darlington County, (hereinafter “COUNTY”). The SELLER(S) agrees to sell, and COUNTY agrees to buy the below listed legally described real property with improvements and fixtures thereon for an agreed upon consideration as provided by the terms herein.

2. **Contractual Background:** The South Carolina Office of Resilience Disaster Recovery Division (SCOR DRD) and the COUNTY, a body politic, public entity, and Unit of General Local Government (UGLG), are acting in accordance with a COUNTY application for a Community Development Block Grant for Mitigation (CDBG-MIT), and a Grant Agreement executed November 21, 2022.

3. **Buyout Program Funding:** The Buyout Program is funded in part by a U.S. Department of Housing and Urban Development (“HUD”) CDBG-MIT for the purpose of the COUNTY to acquire property from voluntary participating residential homeowners who are located in a floodplain, and/or have suffered damage due to flooding during 2015, 2016, or 2018 Presidentially-declared disasters and/or located in a program defined Disaster Risk Reduction Area (DRRA).

4. **Buyout Program Administration:** The Buyout Program is administered by SCOR DRD pursuant to a HUD approved Action Plan, submitted on March 26, 2020, and a SCOR Grant Agreement executed on July 31, 2020, pursuant to Public Law 115-123 and implemented in accordance with Title I of the Housing and Community Development Act of 1974 (HCDA) (42 USC 5301 et seq.).

5. **Property to be Sold:** Subject to the terms and conditions herein, SELLER(S) voluntarily agrees to sell, and COUNTY agrees to purchase the following described property with improvements and fixtures thereon:

**Legal Description:** Lot No. 24 bounded on the north by Lot No. 25, on the east by Watson Circle, and on the south by Lot No. 23

**Street Address:** 412 Watson Cir., Hartsville, SC 29550

**Tax Map #:** 036-05-01-007

**6. Voluntary Participation and No Real Estate Listing:** The SELLER(S) represents and warrants that the SELLER(S) wishes to sell the property voluntarily under this program, and acknowledges that SELLER(S) is/are (a) under NO obligation to sell the Property to the COUNTY under this voluntary program; and (b) SELLER(S) fully understands that Darlington County or the SCOR will NOT use powers of eminent domain to acquire the herein described property under this program if SELLER(S) chooses to voluntarily withdraw from the buyout program prior to or at the time of Closing; and (c) SELLER(S) affirms that any or all previous real estate listing agreements or written real estate contracts made prior to SELLER(S) entering this voluntary CDBG-MIT Buyout program have been revoked and are no longer in effect.

**7. Property Purchase Price.** COUNTY agrees to pay a property purchase price as calculated on the attached Agency Determination of Just Compensation Calculation worksheet. SELLER(S) acknowledges that the calculation is based upon one (or more) pre-disaster Fair Market Value Property Appraisal(s) and any applicable market rate adjustment incentive. The number of appraisals is dependent upon the number of documented Presidentially declared disaster flooding events which impacted the property during the SELLER(S) ownership. Where more than one appraisal was obtained, the Agency Determined Just Compensation Calculation shall use the highest appraised pre-disaster Fair Market Value. SELLER(S) acknowledges that copy(ies) of the Appraisal(s) used as the basis to calculate the pre-disaster Fair Market Value has/have been provided to SELLER(S).

**8. Buyout Eligible Incentives and Program Costs.** SELLER(S) and COUNTY acknowledge that the purpose of the CDBG-MIT Buyout Program is to remove citizens from harm's way of potential future flooding or related disasters. It is the Program's intent to incentivize SELLER(S)'s relocation to areas of reduced risk by providing Program allowable financial incentives payable directly to SELLER(S). SELLER(S) and COUNTY acknowledge that the Property Purchase Price includes payment for any Program incentives for eligible moving expenses and any applicable low-and-moderate-income individual incentives. All eligible incentives are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and incorporated herein. SELLER(S) acknowledges that the costs of the CDBG-MIT Buyout Program, to include applicable Closing costs, are paid by the CDBG-MIT Buyout Program.

**9. Duplication of Benefits:** SELLER(S) acknowledges that Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5144), ("Stafford Act"), requires that a duplication of benefits (DOB) analysis be completed, and that the SELLER(S) has received, in writing, notification of any DOB that is applicable, and that the amount shall be deducted from the property purchase price. Parties acknowledge that Stafford Act prohibits any person from receiving federal financial assistance with respect to this CDBG-MIT Buyout Program for any loss resulting from a Presidentially declared disaster for which SELLER(S) has received financial assistance under any other program or insurance from any source.

412 Watson Circle Real Estate Purchase Contract

a. SELLER(S) acknowledges that DOB calculations if applicable are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and the DOB Calculation worksheet and are incorporated herein.

b. SELLER(S) acknowledges that the funds being used to purchase the property cannot and will not duplicate any future benefits that SELLER may receive for the same purpose from any other sources.

10. **Total Project Purchase Price Payable to SELLER(S)**: The agency determined just compensation property purchase price is **\$185,000.00**, plus **\$30,000.00**, for the applicable incentive payments; less a reduction for \$0.00, the duplication of benefits, for a **NET** Total Project Purchase Price Amount of **\$215,000.00** (SEE Attached Agency Determination of Just Compensation worksheet)

(a) SELLER(S) acknowledges that SELLER(S) total Project Purchase Price Amount **will be reduced** by any contingent or pro-rata payments identified in Paragraphs 11 and 12 below.

11. **Expiration of the Real Estate Purchase Offer**: SELLER(S) acknowledges that the offer in this Real Estate Purchase Contract is presented on **January 8, 2025**. SELLER(S) acknowledges that this offer shall be reviewable for a period of **30 days** from this date. SELLER(S) agrees to communicate any questions, appeals, decisions, or requests for additional time in writing. SELLER(S) acknowledges that upon SELLER(S) failure to communicate within this timeframe, SCOR may terminate this offer.

12. **Schedule Closing Date**. Once both SELLER(S) and COUNTY have signed this Real Estate Purchase Contract, SCOR will schedule a closing date for completing the purchase. The Closing shall be completed within 90 days of the date of the Real Estate Purchase contract or Title Search Confirmation unless the closing date is further extended by the written agreement by SCOR.

13. **Priority of Payment of Proceeds**. SELLER(S) acknowledges that all liens on the property, including any real property taxes, environmental fees, or other county assessments/liens/encumbrances, will be due and payable on the date of Closing. At the Closing, the priority payments for all liens, real property taxes, environmental fees, etc., shall be withdrawn from the proceeds of sale with all remainder of proceeds then payable to SELLER(S), plus payment for applicable program incentives to SELLER(S).

14. **Payment Contingent Upon Following**: Payment under the terms of this Contract shall be due at the time of the Closing. Upon the execution of the Contract, SCOR shall schedule the Closing date. Payment of any funds due to SELLER(S) under this Contract is strictly contingent upon the following: (a) approval of the SELLER(S)'S title; (b) the execution at Closing of a general warranty deed, conveying marketable title for the Property in fee simple with all Program required restrictive

412 Watson Circle Real Estate Purchase Contract

covenants contained therein; (c) the Property must be clear of all mortgages, liens, and other encumbrances, including any unpaid laborers' and materialmen's liens; and (d) any outstanding real estate taxes, rents, dues, fees, utility bills, and any other expenses relating to the Property, shall be due and pro-rated (if appropriate) as of the date of Closing and SHALL BE PAID from the SELLER(S)'s proceeds of the sale.

15. **SELLER(S) Execute All Documents.** SELLER(S) will execute all requested documents necessary to transfer the property, and SELLER(S) agrees to execute all documents in the future as may be required by the COUNTY, State of South Carolina, and/or HUD to complete this transaction and to comply with County, State, or Federal regulations. It is further understood that the SELLER(S) will return to SCOR any disaster benefit/aid money received by the SELLER(S) if any of the disaster aid monies are determined to be a DOB. The future DOB shall be acknowledged by SELLER(S) in the attached subrogation agreement is incorporated herein.

16. **SELLER(S) Consultation with Attorney.** SELLER(S) acknowledges that SELLER(S) (a) has had an opportunity to review this Contract; (b) SELLER(S) has had an opportunity, if the SELLER(S) so chooses, to contact and retain an attorney of SELLER(S)'s choice to review this Contract prior to signing; and (c) SELLER(S) fully understands the nature of this Contract and hereby releases and agrees to hold the State of South Carolina harmless from any and all claims arising out of or related to this Contract or anything incidental to the sale of the Property.

**The SELLER(S) shall release and indemnify the State of South Carolina and COUNTY from and against any suits, damages, obligations, or liability regardless of the negligence, alleged misrepresentations, or other intentional or unintentional acts of the COUNTY, or the State of South Carolina, or any acts of the officers, agents, employees, or subcontractors performed in relation to this contract, the administration of this buyout program, or any aspect of floodplain administration.**

17. **Possession of the Property at Closing.** SELLER(S) and/or SELLER(S)'s tenant(s) (if applicable), MUST VACATE THE PROPERTY AT LEAST 48 HOURS PRIOR TO THE SCHEDULED CLOSING. Possession of the Property shall be turned over to the COUNTY at the time of the Closing. At least 48 hours prior to the Closing date, SELLER(S) shall submit to SCOR a signed notice stating the following: (a) that the property is vacated; (b) that all utilities are turned off; (c) that SELLER(S) has submitted a signed acknowledgement by the utility company stating that the utility account(s) are/is closed; and (d) SELLER(S) shall notify that property is ready for a SCOR Compliance Inspection so that all required inspections occur prior to the date of the Closing. SELLER(S) shall surrender all keys to the property at the Closing.

18. **Material Defect.** If the title examination, county compliance inspection, boundary line survey, or other information received discloses a material defect, COUNTY may accept the Property with the defect or require that the SELLER(S) attempt to remedy the defect within 30 days after its discovery. If defect is not remedied within that period, COUNTY may elect to rescind and vacate this CONTRACT in writing to the SELLER(S).

19. **Property Deed** shall be made in the name of Darlington County Government.

20. **Binding Effect of this Contract**. This Contract shall be for the benefit of, and be binding upon, the parties, their heirs, successors, legal representatives, and assigns. It constitutes the entire Contract between the parties. No modification of this Contract shall be binding unless signed by both SELLER(S) and COUNTY.

21. **Governing Law**. This Contract shall be governed and interpreted in accordance with the laws of South Carolina.

22. **Cooperation**. COUNTY and SELLER(S) agree to take promptly all actions reasonably necessary to carry out the responsibilities and obligations of this Contract. For those properties where SELLER has rented to a third-party tenant, SELLER shall comply with all COUNTY and/or SCOR-DRD requests for tenant information. Seller shall provide mandated notices to tenant(s) and follow all COUNTY and/or SCOR-DRD directives as mandated by the Uniform Relocation Assistance and Real Property Acquisitions Act, (URA) as amended (42 U.S.C. 4601 et seq.) (49 CFR Part 24).

23. **Other Terms**. The following terms and conditions supplement or supersede other provisions of this Contract: The SELLER(S) will not remove any items considered real property, such as building materials, fixtures, or improvements, and the COUNTY will not permit any materials to be salvaged at this time or at the time of demolition by the SELLER(S). Any violation of this provision may result in changing the fair market value of the Property.

24. **Facsimile and other Electronic Means**: The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and 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 original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

25. **Non-Foreign Affidavit**. SELLER(S) warrants that SELLER(S) is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and will execute a certificate to that effect at Closing.

26. **No Relocation Benefits Eligible under URA**. The SELLER(S) understands that this real estate purchase contract represents a voluntary transaction, and that SELLER(S) is not eligible for any relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Act ("URA") (42 U.S.C. 4601 et seq.) (49 CFR Part 24). The SELLER(S) acknowledges there are no tenants residing in their household.

412 Watson Circle Real Estate Purchase Contract

27. **No Assignment.** Any assignment or other transfer of this Agreement without the written consent of the other party shall be null and void and of no force or effect.

28. **Effective Date.** This Contract shall take effect on the date the COUNTY accepts SELLER(S) signed contract.

29. **Darlington County Ordinance Process.** SELLER(S) acknowledge(s) and understand(s) that before the COUNTY is authorized to execute/sign this Contract for the Sale of Real Estate, COUNTY must follow Darlington County Council's public hearing and ordinance passage process. The ordinance passage process involves a three-reading procedure where an ordinance for purchase of property under the Buyout Program is presented at 3 consecutive County Council Meetings and will be presented for at least one public hearing. SELLER(S) acknowledge(s), understand(s), and agree(s) that during the third (3<sup>rd</sup>) and final reading of the ordinance, the COUNTY will disclose the above named property tax map parcel identification number, address, and the location of a relevant plat (if any) filed with the Clerk of Court for Darlington County. Parties acknowledge and understand that this ordinance and public hearing process is required per South Carolina Code of Laws, Section 4-9-120, 4-9-30(2), and 4-9-130, and strictly adheres to Op. S.C. Att'y Gen., 2009 WL 580557 (February 17, 2009) and Op. S.C. Att'y Gen. 2023 WL 6036770 (September 08, 2023), thus ensuring that legal ownership is acquired by COUNTY.

Bjs

KMS

RJC

IN WITNESS WHEREOF, the undersigned have executed this Contract and acknowledges that such terms and conveyance is binding upon the heirs, executors, successors and assigns of all parties.

SELLER(S):

*Bryan Starling*

Bryan Starling

*Kathryn Starling*

Kathryn Starling

Address: 412 Watson Cir., Hartsville, SC 29550

Date:

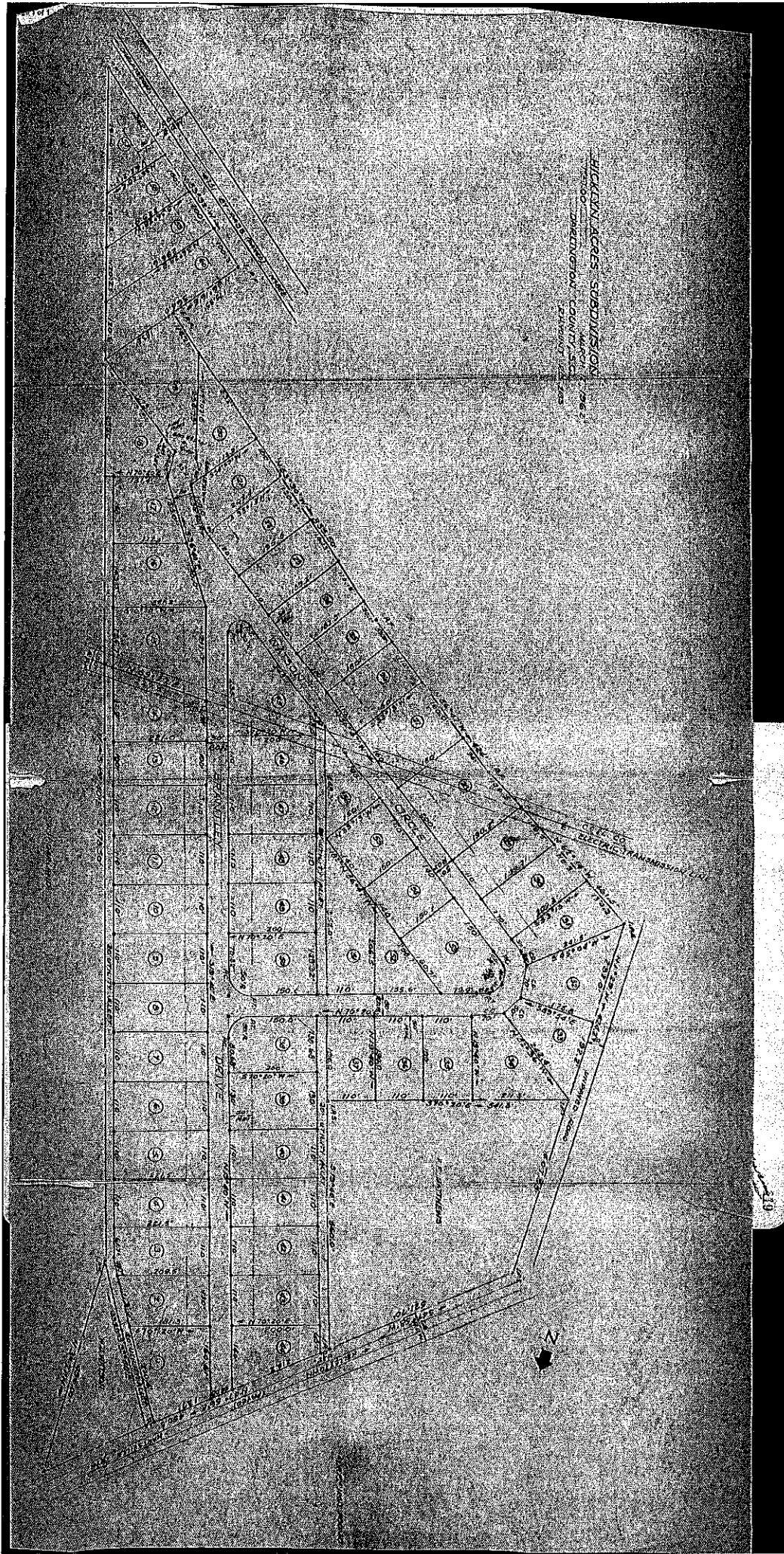
Accepted by Darlington County on the <sup>7<sup>th</sup></sup> day of April, 2025.

By: *Mari Cole*  
Darlington County Representative

Funding Source acknowledged by the South Carolina of Resilience

By: *Rebecca Chasen*  
SCOR Representative

HICKMAN ACRES SUBDIVISION  
MICHIGAN  
COUNTY  
DIVISION



**AMENDED CONTRACT FOR SALE OF REAL ESTATE  
DARLINGTON CO. COUNCIL ORDINANCE REQUIREMENT INCLUDED  
(PRIMARY RESIDENCE)**

1. **Legally binding Contract:** This Contract is made and entered into by and between the Vested Property Owner(s) Donald E. III and Samantha Jones (herein after “SELLER(S)”) and Buyer, Darlington County, (hereinafter “COUNTY”). The SELLER(S) agrees to sell, and COUNTY agrees to buy the below listed legally described real property with improvements and fixtures thereon for an agreed upon consideration as provided by the terms herein.

2. **Contractual Background:** The South Carolina Office of Resilience Disaster Recovery Division (SCOR DRD) and the COUNTY, a body politic, public entity, and Unit of General Local Government (UGLG), are acting in accordance with a COUNTY application for a Community Development Block Grant for Mitigation (CDBG-MIT), and a Grant Agreement executed November 21, 2022.

3. **Buyout Program Funding:** The Buyout Program is funded in part by a U.S. Department of Housing and Urban Development (“HUD”) CDBG-MIT for the purpose of the COUNTY to acquire property from voluntary participating residential homeowners who are located in a floodplain, and/or have suffered damage due to flooding during 2015, 2016, or 2018 Presidentially-declared disasters and/or located in a program defined Disaster Risk Reduction Area (DRRA).

4. **Buyout Program Administration:** The Buyout Program is administered by SCOR DRD pursuant to a HUD approved Action Plan, submitted on March 26, 2020, and a SCOR Grant Agreement executed on July 31, 2020, pursuant to Public Law 115-123 and implemented in accordance with Title I of the Housing and Community Development Act of 1974 (HCDA) (42 USC 5301 et seq.).

5. **Property to be Sold:** Subject to the terms and conditions herein, SELLER(S) voluntarily agrees to sell, and COUNTY agrees to purchase the following described property with improvements and fixtures thereon:

**Legal Description:** Lot No. 4 Blk D bounded on the north by canal, on the east by Lot No. 5, on the south by Kenwood Drive, and on the west by Lot No. 6

**Street Address:** 308 Kenwood Ave., Hartsville, SC 29550

**Tax Map #:** 056-02-02-012

6. **Voluntary Participation and No Real Estate Listing:** The SELLER(S) represents and warrants that the SELLER(S) wishes to sell the property voluntarily under this program, and acknowledges that SELLER(S) is/are (a) under NO obligation to sell the Property to the COUNTY under this voluntary program; and (b) SELLER(S) fully understands that Darlington County or the SCOR will NOT use powers of eminent domain to acquire the herein described property under this program if SELLER(S) chooses to voluntarily withdraw from the buyout program prior to or at the time of Closing; and (c) SELLER(S) affirms that any or all previous real estate listing agreements or written real estate contracts made prior to SELLER(S) entering this voluntary CDBG-MIT Buyout program have been revoked and are no longer in effect.

7. **Property Purchase Price.** COUNTY agrees to pay a property purchase price as calculated on the attached Agency Determination of Just Compensation Calculation worksheet. SELLER(S) acknowledges that the calculation is based upon one (or more) pre-disaster Fair Market Value Property Appraisal(s) and any applicable market rate adjustment incentive. The number of appraisals is dependent upon the number of documented Presidentially declared disaster flooding events which impacted the property during the SELLER(S) ownership. Where more than one appraisal was obtained, the Agency Determined Just Compensation Calculation shall use the highest appraised pre-disaster Fair Market Value. SELLER(S) acknowledges that copy(ies) of the Appraisal(s) used as the basis to calculate the pre-disaster Fair Market Value has/have been provided to SELLER(S).

8. **Buyout Eligible Incentives and Program Costs.** SELLER(S) and COUNTY acknowledge that the purpose of the CDBG-MIT Buyout Program is to remove citizens from harm's way of potential future flooding or related disasters. It is the Program's intent to incentivize SELLER(S)'s relocation to areas of reduced risk by providing Program allowable financial incentives payable directly to SELLER(S). SELLER(S) and COUNTY acknowledge that the Property Purchase Price includes payment for any Program incentives for eligible moving expenses and any applicable low-and-moderate-income individual incentives. All eligible incentives are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and incorporated herein. SELLER(S) acknowledges that the costs of the CDBG-MIT Buyout Program, to include applicable Closing costs, are paid by the CDBG-MIT Buyout Program.

9. **Duplication of Benefits:** SELLER(S) acknowledges that Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5144), ("Stafford Act"), requires that a duplication of benefits (DOB) analysis be completed, and that the SELLER(S) has received, in writing, notification of any DOB that is applicable, and that the amount shall be deducted from the property purchase price. Parties acknowledge that Stafford Act prohibits any person from receiving federal financial assistance with respect to this CDBG-MIT Buyout Program for any loss resulting from a Presidentially declared disaster for which SELLER(S) has received financial assistance under any other program or insurance from any source.

308 Kenwood Avenue Real Estate Purchase Contract

a. SELLER(S) acknowledges that DOB calculations if applicable are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and the DOB Calculation worksheet and are incorporated herein.

b. SELLER(S) acknowledges that the funds being used to purchase the property cannot and will not duplicate any future benefits that SELLER may receive for the same purpose from any other sources.

10. **Total Project Purchase Price Payable to SELLER(S)**: The agency determined just compensation property purchase price is \$ 196,000.00, plus \$ 5,00.00, for the applicable incentive payments; less a reduction for \$0.00, the duplication of benefits, for a **NET** Total Project Purchase Price Amount of \$ 201,000.00 (SEE Attached Agency Determination of Just Compensation worksheet)

(a) SELLER(S) acknowledges that SELLER(S) total Project Purchase Price Amount **will be reduced** by any contingent or pro-rata payments identified in Paragraphs 11 and 12 below.

11. **Expiration of the Real Estate Purchase Offer**. SELLER(S) acknowledges that the offer in this Real Estate Purchase Contract is presented on **January 8, 2024**. SELLER(S) acknowledges that this offer shall be reviewable for a period of **30 days** from this date. SELLER(S) agrees to communicate any questions, appeals, decisions, or requests for additional time in writing. SELLER(S) acknowledges that upon SELLER(S) failure to communicate within this timeframe, SCOR may terminate this offer.

12. **Schedule Closing Date**. Once both SELLER(S) and COUNTY have signed this Real Estate Purchase Contract, SCOR will schedule a closing date for completing the purchase. The Closing shall be completed within 90 days of the date of the Real Estate Purchase contract or Title Search Confirmation, unless the closing date is further extended by the written agreement by SCOR.

13. **Priority of Payment of Proceeds**. SELLER(S) acknowledges that all liens on the property, including any real property taxes, environmental fees, or other county assessments/liens/encumbrances, will be due and payable on the date of Closing. At the Closing, the priority payments for all liens, real property taxes, environmental fees, etc., shall be withdrawn from the proceeds of sale with all remainder of proceeds then payable to SELLER(S), plus payment for applicable program incentives to SELLER(S).

14. **Payment Contingent Upon Following**: Payment under the terms of this Contract shall be due at the time of the Closing. Upon the execution of the Contract, SCOR shall schedule the Closing date. Payment of any funds due to SELLER(S) under this Contract is strictly contingent upon the following: (a) approval of the SELLER(S)'S title; (b) the execution at Closing of a general warranty deed, conveying marketable title for the Property in fee simple with all Program required restrictive

308 Kenwood Avenue Real Estate Purchase Contract

covenants contained therein; (c) the Property must be clear of all mortgages, liens, and other encumbrances, including any unpaid laborers' and materialmen's liens; and (d) any outstanding real estate taxes, rents, dues, fees, utility bills, and any other expenses relating to the Property, shall be due and pro-rated (if appropriate) as of the date of Closing and SHALL BE PAID from the SELLER(S)'s proceeds of the sale.

15. **SELLER(S) Execute All Documents.** SELLER(S) will execute all requested documents necessary to transfer the property, and SELLER(S) agrees to execute all documents in the future as may be required by the COUNTY, State of South Carolina, and/or HUD to complete this transaction and to comply with County, State, or Federal regulations. It is further understood that the SELLER(S) will return to SCOR any disaster benefit/aid money received by the SELLER(S) if any of the disaster aid monies are determined to be a DOB. The future DOB shall be acknowledged by SELLER(S) in the attached subrogation agreement is incorporated herein.

16. **SELLER(S) Consultation with Attorney.** SELLER(S) acknowledges that SELLER(S) (a) has had an opportunity to review this Contract; (b) SELLER(S) has had an opportunity, if the SELLER(S) so chooses, to contact and retain an attorney of SELLER(S)'s choice to review this Contract prior to signing; and (c) SELLER(S) fully understands the nature of this Contract and hereby releases and agrees to hold the State of South Carolina harmless from any and all claims arising out of or related to this Contract or anything incidental to the sale of the Property.

**The SELLER(S) shall release and indemnify the State of South Carolina and COUNTY from and against any suits, damages, obligations, or liability regardless of the negligence, alleged misrepresentations, or other intentional or unintentional acts of the COUNTY, or the State of South Carolina, or any acts of the officers, agents, employees, or subcontractors performed in relation to this contract, the administration of this buyout program, or any aspect of floodplain administration.**

17. **Possession of the Property at Closing.** SELLER(S) and/or SELLER(S)'s tenant(s) (if applicable), MUST VACATE THE PROPERTY AT LEAST 48 HOURS PRIOR TO THE SCHEDULED CLOSING. Possession of the Property shall be turned over to the COUNTY at the time of the Closing. At least 48 hours prior to the Closing date, SELLER(S) shall submit to SCOR a signed notice stating the following: (a) that the property is vacated; (b) that all utilities are turned off; (c) that SELLER(S) has submitted a signed acknowledgement by the utility company stating that the utility account(s) are/is closed; and (d) SELLER(S) shall notify that property is ready for a SCOR Compliance Inspection so that all required inspections occur prior to the date of the Closing. SELLER(S) shall surrender all keys to the property at the Closing.

18. **Material Defect.** If the title examination, county compliance inspection, boundary line survey, or other information received discloses a material defect, COUNTY may accept the Property with the defect or require that the SELLER(S) attempt to remedy the defect within 30 days after its discovery. If defect is not remedied within that period, COUNTY may elect to rescind and vacate this CONTRACT in writing to the SELLER(S).

19. **Property Deed** shall be made in the name of Darlington County Government.

20. **Binding Effect of this Contract**. This Contract shall be for the benefit of, and be binding upon, the parties, their heirs, successors, legal representatives, and assigns. It constitutes the entire Contract between the parties. No modification of this Contract shall be binding unless signed by both SELLER(S) and COUNTY.

21. **Governing Law**. This Contract shall be governed and interpreted in accordance with the laws of South Carolina.

22. **Cooperation**. COUNTY and SELLER(S) agree to take promptly all actions reasonably necessary to carry out the responsibilities and obligations of this Contract. For those properties where SELLER has rented to a third-party tenant, SELLER shall comply with all COUNTY and/or SCOR-DRD requests for tenant information. Seller shall provide mandated notices to tenant(s) and follow all COUNTY and/or SCOR-DRD directives as mandated by the Uniform Relocation Assistance and Real Property Acquisitions Act, (URA) as amended (42 U.S.C. 4601 et seq.) (49 CFR Part 24).

23. **Other Terms**. The following terms and conditions supplement or supersede other provisions of this Contract: The SELLER(S) will not remove any items considered real property, such as building materials, fixtures, or improvements, and the COUNTY will not permit any materials to be salvaged at this time or at the time of demolition by the SELLER(S). Any violation of this provision may result in changing the fair market value of the Property.

24. **Facsimile and other Electronic Means**: The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and 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 original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

25. **Non-Foreign Affidavit**. SELLER(S) warrants that SELLER(S) is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and will execute a certificate to that effect at Closing.

26. **No Relocation Benefits Eligible under URA**. The SELLER(S) understands that this real estate purchase contract represents a voluntary transaction, and that SELLER(S) is not eligible for any relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Act ("URA") (42 U.S.C. 4601 et seq.) (49 CFR Part 24). The SELLER(S) acknowledges there are no tenants residing in their household.

308 Kenwood Avenue Real Estate Purchase Contract

27. **No Assignment.** Any assignment or other transfer of this Agreement without the written consent of the other party shall be null and void and of no force or effect.

28. **Effective Date.** This Contract shall take effect on the date the COUNTY accepts SELLER(S) signed contract.


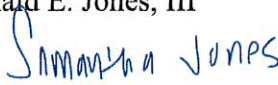
29. **Darlington County Ordinance Process.** SELLER(S) acknowledge(s) and understand(s) that before the COUNTY is authorized to execute/sign this Contract for the Sale of Real Estate, COUNTY must follow Darlington County Council's public hearing and ordinance passage process. The ordinance passage process involves a three-reading procedure where an ordinance for purchase of property under the Buyout Program is presented at 3 consecutive County Council Meetings and will be presented for at least one public hearing. SELLER(S) acknowledge(s), understand(s), and agree(s) that during the third (3<sup>rd</sup>) and final reading of the ordinance, the COUNTY will disclose the above named property tax map parcel identification number, address, and the location of a relevant plat (if any) filed with the Clerk of Court for Darlington County. Parties acknowledge and understand that this ordinance and public hearing process is required per South Carolina Code of Laws, Section 4-9-120, 4-9-30(2), and 4-9-130, and strictly adheres to Op. S.C. Att'y Gen., 2009 WL 580557 (February 17, 2009) and Op. S.C. Att'y Gen. 2023 WL 6036770 (September 08, 2023), thus ensuring that legal ownership is acquired by COUNTY.

SRJ

Dej

RJC


IN WITNESS WHEREOF, the undersigned have executed this Contract and acknowledges that such terms and conveyance is binding upon the heirs, executors, successors and assigns of all parties.

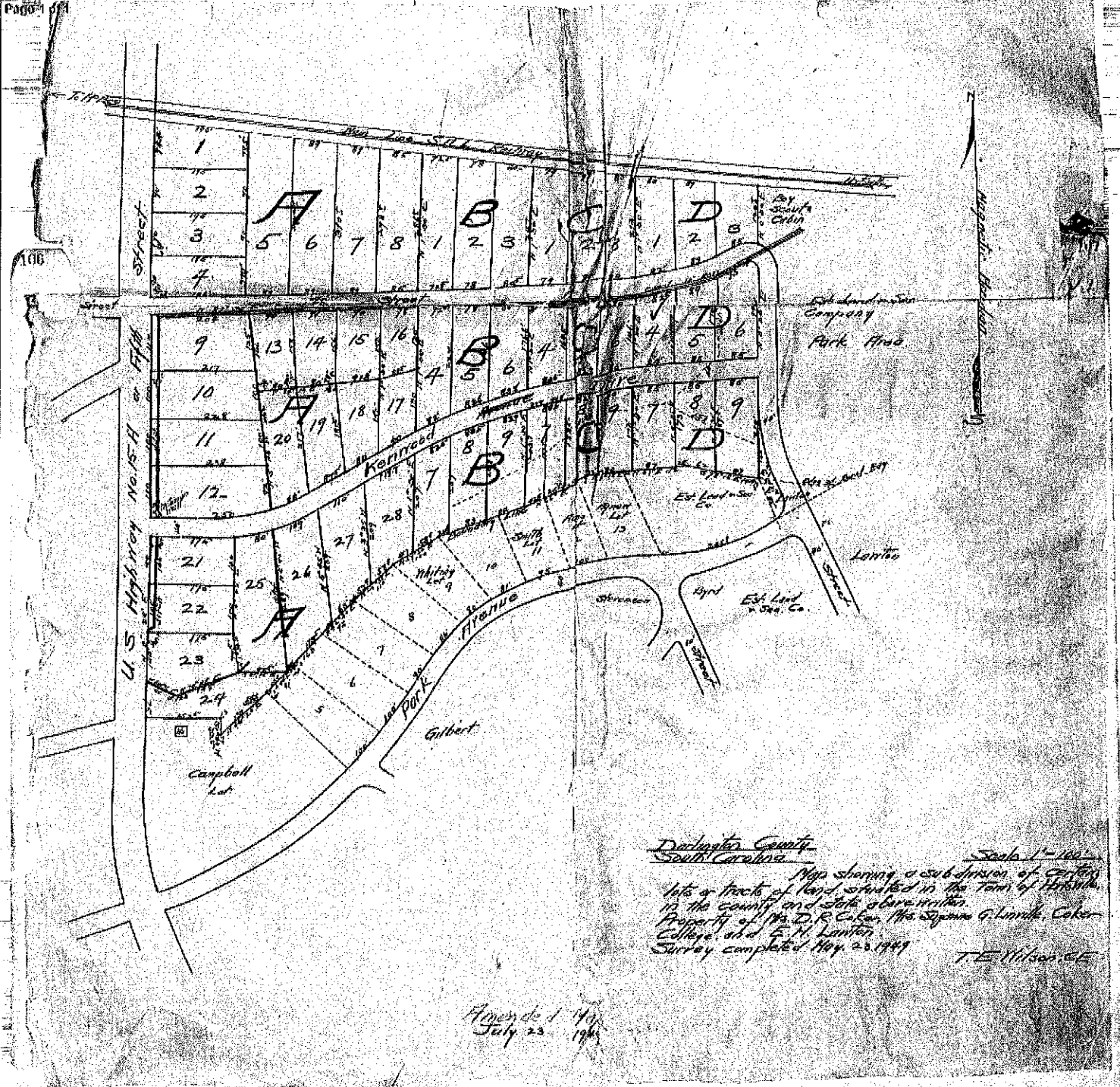
SELLER(S):   
Donald E. Jones, III  
  
Samantha Jones

Address: 308 Kenwood Ave., Hartsville, SC 29550

Date: 02/28/2025

Accepted by Darlington County on the 17<sup>th</sup>  
day of April 2025  
By:   
Darlington County Representative

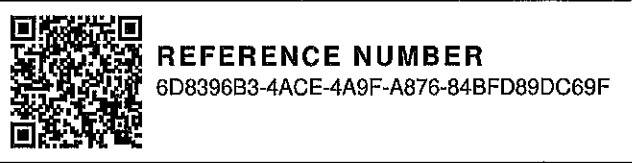
Funding Source acknowledged by the  
South Carolina of Resilience  
By:   
SCOR Representative



Darlington County  
South Carolina      *Scale 1"=100'*  
 Map showing a subdivision of certain  
 lots or tracts of land situated in the Town of Hobbsville  
 in the county and state aforesaid.  
 Property of Mr. D. R. Coker, Mrs. Suzanne G. Linnick, Coker  
 College, and E. H. Lanier.  
 Survey completed May 22, 1949      T. E. Wilson, C.E.

Amended 1<sup>st</sup> time  
 July 23, 1949

# SIGNATURE CERTIFICATE



### TRANSACTION DETAILS

**Reference Number**  
6D8396B3-4ACE-4A9F-A876-84BFD89DC69F

**Transaction Type**  
Signature Request

**Sent At**  
02/28/2025 10:25 EST

**Executed At**  
02/28/2025 16:03 EST

**Identity Method**  
email

**Distribution Method**  
email

**Signed Checksum**  
992e9af33d6faed8a910a679e78b01657581e0c90e99d7932ca742f5c2509239

**Signer Sequencing**  
Disabled

**Document Passcode**  
Disabled

### DOCUMENT DETAILS

**Document Name**  
7- Amended Contract 308 Kenwood Ave

**Filename**  
7-\_Amended\_Contract\_308\_Kenwood\_Ave.pdf

**Pages**  
6 pages

**Content Type**  
application/pdf

**File Size**  
131 KB

**Original Checksum**  
6fba61c492051f9fda50a8aef20ede8aa6fc566a4f5059e483fe0d20b2bc435d

## SIGNERS

#### SIGNER

**Name**  
Samantha Jones

**Email**  
srgalney21@hotmail.com

**Components**  
3

#### E-SIGNATURE

**Status**  
signed

**Multi-factor Digital Fingerprint Checksum**  
eb09851fc42002c44baee4ecb835b12ba1534b1dec5e02f5949e7c2d3ec5c874

**IP Address**  
174.216.0.128

**Device**  
Mobile Safari via iOS

**Drawn Signature**

**Signature Reference ID**  
843091C6

**Signature Biometric Count**  
13

#### EVENTS

**Viewed At**  
02/28/2025 16:02 EST

**Identity Authenticated At**  
02/28/2025 16:03 EST

**Signed At**  
02/28/2025 16:03 EST

**Name**  
Donald Jones

**Email**  
donniejones24.dj@gmail.com

**Components**  
2

**Status**  
signed

**Multi-factor Digital Fingerprint Checksum**  
e2ba0ae4e3b27eb5787040d5f5e02af72cd76fe72a80b01a6d50fe0425e63d0

**IP Address**  
174.247.7.58

**Device**  
Mobile Safari via iOS

**Drawn Signature**

**Signature Reference ID**  
B784220D

**Signature Biometric Count**  
5

**Viewed At**  
02/28/2025 13:02 EST

**Identity Authenticated At**  
02/28/2025 13:03 EST

**Signed At**  
02/28/2025 13:03 EST

**SIGNER****Name**

Rebecca Chasen

**Email**

rebecca.chasen@scor.sc.gov

**Components**

2

**E-SIGNATURE****Status**

signed

**Multi-factor Digital Fingerprint Checksum**

f0d8d4f80324be4b292a52889c16019d8543b8e28a8cae54e0d764405ae61eae80

**IP Address**

167.7.151.140

**Device**

Chrome via Windows

**Typed Signature***Rebecca Chasen***Signature Reference ID**

DA445FCE

**EVENTS****Viewed At**

02/28/2025 10:27 EST

**Identity Authenticated At**

02/28/2025 10:27 EST

**Signed At**

02/28/2025 10:27 EST

**AUDITS****TIMESTAMP**

02/28/2025 10:25 EST

02/28/2025 10:25 EST

02/28/2025 10:25 EST

02/28/2025 10:25 EST

02/28/2025 10:27 EST

02/28/2025 10:27 EST

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02/28/2025 13:03 EST

02/28/2025 13:03 EST

02/28/2025 13:46 EST

02/28/2025 14:55 EST

02/28/2025 16:02 EST

02/28/2025 16:03 EST

02/28/2025 16:03 EST

**AUDIT**

Nancy Miramonti (nancy.miramonti@scor.sc.gov) created document '7-Amended\_Contract\_308\_Kenwood\_Ave.pdf' on Microsoft Edge via Windows from 54.144.112.110.

Rebecca Chasen (rebecca.chasen@scor.sc.gov) was emailed a link to sign.

Donald Jones (donniejones24.dj@gmail.com) was emailed a link to sign.

Samantha Jones (srgainey21@hotmail.com) was emailed a link to sign.

Rebecca Chasen (rebecca.chasen@scor.sc.gov) viewed the document on Chrome via Windows from 167.7.151.140.

Rebecca Chasen (rebecca.chasen@scor.sc.gov) viewed the document on Chrome via Windows from 52.73.156.143.

Rebecca Chasen (rebecca.chasen@scor.sc.gov) authenticated via email on Chrome via Windows from 167.7.151.140.

Rebecca Chasen (rebecca.chasen@scor.sc.gov) signed the document on Chrome via Windows from 167.7.151.140.

Donald Jones (donniejones24.dj@gmail.com) viewed the document on Mobile Safari via iOS from 174.247.7.58.

Donald Jones (donniejones24.dj@gmail.com) authenticated via email on Mobile Safari via iOS from 174.247.7.58.

Donald Jones (donniejones24.dj@gmail.com) signed the document on Mobile Safari via iOS from 174.247.7.58.

Samantha Jones (srgainey21@hotmail.com) was emailed a reminder.

Samantha Jones (srgainey21@hotmail.com) was emailed a reminder.

Samantha Jones (srgainey21@hotmail.com) viewed the document on Mobile Safari via iOS from 174.216.0.128.

Samantha Jones (srgainey21@hotmail.com) authenticated via email on Mobile Safari via iOS from 174.216.0.128.

Samantha Jones (srgainey21@hotmail.com) signed the document on Mobile Safari via iOS from 174.216.0.128.

**CONTRACT FOR SALE OF REAL ESTATE  
(PRIMARY RESIDENCE)**

**1. Legally binding Contract:** This Contract is made and entered into by and between the Vested Property Owner(s) James Perkinson, II and Pamela Perkinson (herein after "SELLER(S)") and Buyer, Darlington County, (hereinafter "COUNTY"). The SELLER(S) agrees to sell, and COUNTY agrees to buy the below listed legally described real property with improvements and fixtures thereon for an agreed upon consideration as provided by the terms herein.

**2. Contractual Background:** The South Carolina Office of Resilience Disaster Recovery Division (SCOR DRD) and the COUNTY, a body politic, public entity, and Unit of General Local Government (UGLG), are acting in accordance with a COUNTY application for a Community Development Block Grant for Mitigation (CDBG-MIT), and a Grant Agreement executed November 21, 2022.

**3. Buyout Program Funding:** The Buyout Program is funded in part by a U.S. Department of Housing and Urban Development ("HUD") CDBG-MIT for the purpose of the COUNTY to acquire property from voluntary participating residential homeowners who are located in a floodplain, and/or have suffered damage due to flooding during 2015, 2016, or 2018 Presidentially-declared disasters and/or located in a program defined Disaster Risk Reduction Area (DRRA).

**4. Buyout Program Administration:** The Buyout Program is administered by SCOR DRD pursuant to a HUD approved Action Plan, submitted on March 26, 2020, and a SCOR Grant Agreement executed on July 31, 2020, pursuant to Public Law 115-123 and implemented in accordance with Title I of the Housing and Community Development Act of 1974 (HCDA) (42 USC 5301 et seq.).

**5. Property to be Sold:** Subject to the terms and conditions herein, SELLER(S) voluntarily agrees to sell, and COUNTY agrees to purchase the following described property with improvements and fixtures thereon:

**Legal Description:** Lot No. 3 bounded on the north by Lot No. 4, on the east by Sonoco Products Company, on the south by Lot No. 2, and on the west by Kenwood Drive

**Street Address:** 511 Kenwood Ave., Hartsville, SC 29550

**Tax Map #:** 056-02-02-061

**6. Voluntary Participation and No Real Estate Listing:** The SELLER(S) represents and warrants that the SELLER(S) wishes to sell the property voluntarily under this program, and acknowledges that SELLER(S) is/are (a) under NO obligation to sell the Property to the COUNTY under this voluntary program; and (b) SELLER(S) fully understands that Darlington County or the SCOR will NOT use powers of eminent domain to acquire the herein described property under this program if SELLER(S) chooses to voluntarily withdraw from the buyout program prior to or at the time of Closing; and (c) SELLER(S) affirms that any or all previous real estate listing agreements or written real estate contracts made prior to SELLER(S) entering this voluntary CDBG-MIT Buyout program have been revoked and are no longer in effect.

**7. Property Purchase Price.** COUNTY agrees to pay a property purchase price as calculated on the attached Agency Determination of Just Compensation Calculation worksheet. SELLER(S) acknowledges that the calculation is based upon one (or more) pre-disaster Fair Market Value Property Appraisal(s) and any applicable market rate adjustment incentive. The number of appraisals is dependent upon the number of documented Presidentially declared disaster flooding events which impacted the property during the SELLER(S) ownership. Where more than one appraisal was obtained, the Agency Determined Just Compensation Calculation shall use the highest appraised pre-disaster Fair Market Value. SELLER(S) acknowledges that copy(ies) of the Appraisal(s) used as the basis to calculate the pre-disaster Fair Market Value has/have been provided to SELLER(S).

**8. Buyout Eligible Incentives and Program Costs.** SELLER(S) and COUNTY acknowledge that the purpose of the CDBG-MIT Buyout Program is to remove citizens from harm's way of potential future flooding or related disasters. It is the Program's intent to incentivize SELLER(S)'s relocation to areas of reduced risk by providing Program allowable financial incentives payable directly to SELLER(S). SELLER(S) and COUNTY acknowledge that the Property Purchase Price includes payment for any Program incentives for eligible moving expenses and any applicable low-and-moderate-income individual incentives. All eligible incentives are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and incorporated herein. SELLER(S) acknowledges that the costs of the CDBG-MIT Buyout Program, to include applicable Closing costs, are paid by the CDBG-MIT Buyout Program.

**9. Duplication of Benefits:** SELLER(S) acknowledges that Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5144), ("Stafford Act"), requires that a duplication of benefits (DOB) analysis be completed, and that the SELLER(S) has received, in writing, notification of any DOB that is applicable, and that the amount shall be deducted from the property purchase price. Parties acknowledge that Stafford Act prohibits any person from receiving federal financial assistance with respect to this CDBG-MIT Buyout Program for any loss resulting from a Presidentially declared disaster for which SELLER(S) has received financial assistance under any other program or insurance from any source.

a. SELLER(S) acknowledges that DOB calculations if applicable are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and the DOB Calculation

511 Kenwood Avenue Real Estate Purchase Contract

worksheets and are incorporated herein.

b. SELLER(S) acknowledges that the funds being used to purchase the property cannot and will not duplicate any future benefits that SELLER may receive for the same purpose from any other sources.

**10. Total Project Purchase Price Payable to SELLER(S):** The agency determined just compensation property purchase price is \$ 160,000.00, plus \$ 5,000.00, for the applicable incentive payments; less a reduction for \$ 0.00, the duplication of benefits, for a NET Total Project Purchase Price Amount of \$ 165,000.00 (SEE Attached Agency Determination of Just Compensation worksheet)

(a) SELLER(S) acknowledges that SELLER(S) total Project Purchase Price Amount will be reduced by any contingent or pro-rata payments identified in Paragraphs 11 and 12 below.

**11. Expiration of the Real Estate Purchase Offer.** SELLER(S) acknowledges that the offer in this Real Estate Purchase Contract is presented on **February 5, 2025**. SELLER(S) acknowledges that this offer shall be reviewable for a period of 30 days from this date. SELLER(S) agrees to communicate any questions, appeals, decisions, or requests for additional time in writing. SELLER(S) acknowledges that upon SELLER(S) failure to communicate within this timeframe, SCOR may terminate this offer.

**12. Schedule Closing Date.** Once both SELLER(S) and COUNTY have signed this Real Estate Purchase Contract, SCOR will schedule a closing date for completing the purchase. The Closing shall be completed within 90 days of the date of the Real Estate Purchase contract or Title Search Confirmation unless the closing date is further extended by the written agreement by SCOR.

**13. Priority of Payment of Proceeds.** SELLER(S) acknowledges that all liens on the property, including any real property taxes, environmental fees, or other county assessments/liens/encumbrances, will be due and payable on the date of Closing. At the Closing, the priority payments for all liens, real property taxes, environmental fees, etc., shall be withdrawn from the proceeds of sale with all remainder of proceeds then payable to SELLER(S), plus payment for applicable program incentives to SELLER(S).

**14. Payment Contingent Upon Following:** Payment under the terms of this Contract shall be due at the time of the Closing. Upon the execution of the Contract, SCOR shall schedule the Closing date. Payment of any funds due to SELLER(S) under this Contract is strictly contingent upon the following: (a) approval of the SELLER(S)'S title; (b) the execution at Closing of a general warranty deed, conveying marketable title for the Property in fee simple with all Program required restrictive covenants contained therein; (c) the Property must be clear of all mortgages, liens, and other encumbrances, including any unpaid laborers' and materialmen's liens; and (d) any outstanding real

estate taxes, rents, dues, fees, utility bills, and any other expenses relating to the Property, shall be due and pro-rated (if appropriate) as of the date of Closing and SHALL BE PAID from the SELLER(S)'s proceeds of the sale.

15. **SELLER(S) Execute All Documents.** SELLER(S) will execute all requested documents necessary to transfer the property, and SELLER(S) agrees to execute all documents in the future as may be required by the COUNTY, State of South Carolina, and/or HUD to complete this transaction and to comply with County, State, or Federal regulations. It is further understood that the SELLER(S) will return to SCOR any disaster benefit/aid money received by the SELLER(S) if any of the disaster aid monies are determined to be a DOB. The future DOB shall be acknowledged by SELLER(S) in the attached subrogation agreement is incorporated herein.

16. **SELLER(S) Consultation with Attorney.** SELLER(S) acknowledges that SELLER(S) (a) has had an opportunity to review this Contract; (b) SELLER(S) has had an opportunity, if the SELLER(S) so chooses, to contact and retain an attorney of SELLER(S)'s choice to review this Contract prior to signing; and (c) SELLER(S) fully understands the nature of this Contract and hereby releases and agrees to hold the State of South Carolina harmless from any and all claims arising out of or related to this Contract or anything incidental to the sale of the Property.

**The SELLER(S) shall release and indemnify the State of South Carolina and COUNTY from and against any suits, damages, obligations, or liability regardless of the negligence, alleged misrepresentations, or other intentional or unintentional acts of the COUNTY, or the State of South Carolina, or any acts of the officers, agents, employees, or subcontractors performed in relation to this contract, the administration of this buyout program, or any aspect of floodplain administration.**

17. **Possession of the Property at Closing.** SELLER(S) and/or SELLER(S)'s tenant(s) (if applicable), **MUST VACATE THE PROPERTY AT LEAST 48 HOURS PRIOR TO THE SCHEDULED CLOSING.** Possession of the Property shall be turned over to the COUNTY at the time of the Closing. At least 48 hours prior to the Closing date, SELLER(S) shall submit to SCOR a signed notice stating the following: (a) that the property is vacated; (b) that all utilities are turned off; (c) that SELLER(S) has submitted a signed acknowledgement by the utility company stating that the utility account(s) are/is closed; and (d) SELLER(S) shall notify that property is ready for a SCOR Compliance Inspection so that all required inspections occur prior to the date of the Closing. SELLER(S) shall surrender all keys to the property at the Closing.

18. **Material Defect.** If the title examination, county compliance inspection, boundary line survey, or other information received discloses a material defect, COUNTY may accept the Property with the defect or require that the SELLER(S) attempt to remedy the defect within 30 days after its discovery. If defect is not remedied within that period, COUNTY may elect to rescind and vacate this CONTRACT in writing to the SELLER(S).

19. **Property Deed** shall be made in the name of Darlington County Government.

511 Kenwood Avenue Real Estate Purchase Contract

20. **Binding Effect of this Contract.** This Contract shall be for the benefit of, and be binding upon, the parties, their heirs, successors, legal representatives, and assigns. It constitutes the entire Contract between the parties. No modification of this Contract shall be binding unless signed by both SELLER(S) and COUNTY.

21. **Governing Law.** This Contract shall be governed and interpreted in accordance with the laws of South Carolina.

22. **Cooperation.** COUNTY and SELLER(S) agree to take promptly all actions reasonably necessary to carry out the responsibilities and obligations of this Contract. For those properties where SELLER has rented to a third-party tenant, SELLER shall comply with all COUNTY and/or SCOR-DRD requests for tenant information. Seller shall provide mandated notices to tenant(s) and follow all COUNTY and/or SCOR-DRD directives as mandated by the Uniform Relocation Assistance and Real Property Acquisitions Act, (URA) as amended (42 U.S.C. 4601 et seq.) (49 CFR Part 24).

23. **Other Terms.** The following terms and conditions supplement or supersede other provisions of this Contract: The SELLER(S) will not remove any items considered real property, such as building materials, fixtures, or improvements, and the COUNTY will not permit any materials to be salvaged at this time or at the time of demolition by the SELLER(S). Any violation of this provision may result in changing the fair market value of the Property.

24. **Facsimile and other Electronic Means:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and 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 original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

25. **Non-Foreign Affidavit.** SELLER(S) warrants that SELLER(S) is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and will execute a certificate to that effect at Closing.

26. **No Relocation Benefits Eligible under URA.** The SELLER(S) understands that this real estate purchase contract represents a voluntary transaction, and that SELLER(S) is not eligible for any relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Act ("URA") (42 U.S.C. 4601 et seq.) (49 CFR Part 24). The SELLER(S) acknowledges there are no tenants residing in their household.

27. **No Assignment.** Any assignment or other transfer of this Agreement without the written consent of the other party shall be null and void and of no force or effect.

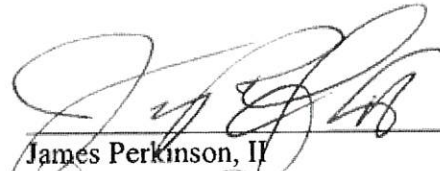
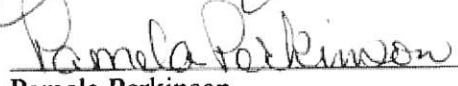
511 Kenwood Avenue Real Estate Purchase Contract

28. **Effective Date.** This Contract shall take effect on the date the COUNTY accepts SELLER(S) signed contract.

29. **Darlington County Ordinance Process.** SELLER(S) acknowledge(s) and understand(s) that before the COUNTY is authorized to execute/sign this Contract for the Sale of Real Estate, COUNTY must follow Darlington County Council's public hearing and ordinance passage process. The ordinance passage process involves a three-reading procedure where an ordinance for purchase of property under the Buyout Program is presented at 3 consecutive County Council Meetings and will be presented for at least one public hearing. SELLER(S) acknowledge(s), understand(s), and **agree(s)** that during the third (3<sup>rd</sup>) and final reading of the ordinance, the COUNTY will disclose the above named property tax map parcel identification number, address, and the location of a relevant plat (if any) filed with the Clerk of Court for Darlington County. Parties acknowledge and understand that this ordinance and public hearing process is required per South Carolina Code of Laws, Section 4-9-120, 4-9-30(2), and 4-9-130, and strictly adheres to Op. S.C. Att'y Gen., 2009 WL 580557 (February 17, 2009) and Op. S.C. Att'y Gen. 2023 WL 6036770 (September 08, 2023), thus ensuring that legal ownership is acquired by COUNTY.

IN WITNESS WHEREOF, the undersigned have executed this Contract and acknowledges that such terms and conveyance is binding upon the heirs, executors, successors and assigns of all parties.

SELLER(S):


  
James Perkinson, II  
  
Pamela Perkinson

Address: 511 Kenwood Ave., Hartsville, SC 29550

Date: 2/26/2025

Accepted by Darlington County on the <sup>4<sup>th</sup></sup>  
day of April, 2025.

By:

  
Darlington County Representative

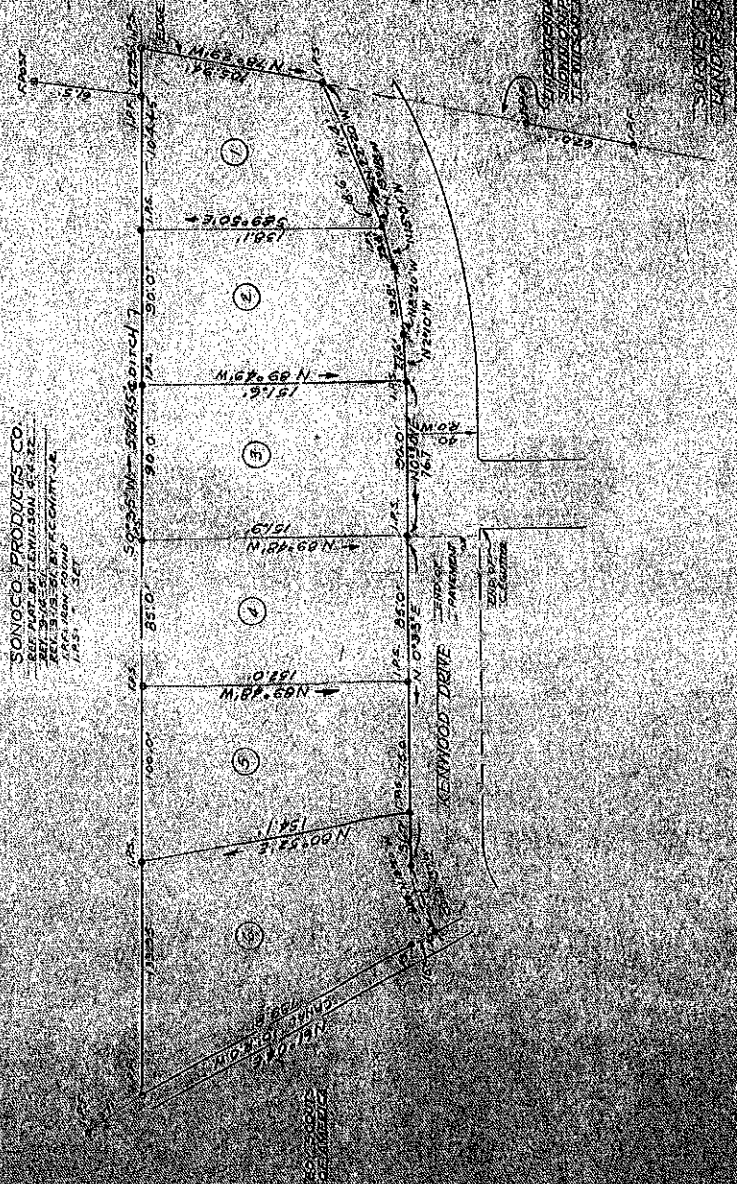
**4 511 Kenwood Avenue Real Estate Purchase Contract**

**Funding Source acknowledged by the  
South Carolina of Resilience**

By:   
SCOR Representative

8-16  
1951

SONOCO PRODUCTS CO.  
 801 N. B. LITTLETON ST.  
 ATLANTA, GA.  
 1/21, 1/22, 1/23, 1/24, 1/25, 1/26, 1/27, 1/28, 1/29, 1/30, 1/31, 2/1, 2/2, 2/3, 2/4, 2/5, 2/6, 2/7, 2/8, 2/9, 2/10, 2/11, 2/12, 2/13, 2/14, 2/15, 2/16, 2/17, 2/18, 2/19, 2/20, 2/21, 2/22, 2/23, 2/24, 2/25, 2/26, 2/27, 2/28, 2/29, 2/30, 3/1, 3/2, 3/3, 3/4, 3/5, 3/6, 3/7, 3/8, 3/9, 3/10, 3/11, 3/12, 3/13, 3/14, 3/15, 3/16, 3/17, 3/18, 3/19, 3/20, 3/21, 3/22, 3/23, 3/24, 3/25, 3/26, 3/27, 3/28, 3/29, 3/30, 3/31, 4/1, 4/2, 4/3, 4/4, 4/5, 4/6, 4/7, 4/8, 4/9, 4/10, 4/11, 4/12, 4/13, 4/14, 4/15, 4/16, 4/17, 4/18, 4/19, 4/20, 4/21, 4/22, 4/23, 4/24, 4/25, 4/26, 4/27, 4/28, 4/29, 4/30, 4/31, 5/1, 5/2, 5/3, 5/4, 5/5, 5/6, 5/7, 5/8, 5/9, 5/10, 5/11, 5/12, 5/13, 5/14, 5/15, 5/16, 5/17, 5/18, 5/19, 5/20, 5/21, 5/22, 5/23, 5/24, 5/25, 5/26, 5/27, 5/28, 5/29, 5/30, 5/31, 6/1, 6/2, 6/3, 6/4, 6/5, 6/6, 6/7, 6/8, 6/9, 6/10, 6/11, 6/12, 6/13, 6/14, 6/15, 6/16, 6/17, 6/18, 6/19, 6/20, 6/21, 6/22, 6/23, 6/24, 6/25, 6/26, 6/27, 6/28, 6/29, 6/30, 6/31, 7/1, 7/2, 7/3, 7/4, 7/5, 7/6, 7/7, 7/8, 7/9, 7/10, 7/11, 7/12, 7/13, 7/14, 7/15, 7/16, 7/17, 7/18, 7/19, 7/20, 7/21, 7/22, 7/23, 7/24, 7/25, 7/26, 7/27, 7/28, 7/29, 7/30, 7/31, 8/1, 8/2, 8/3, 8/4, 8/5, 8/6, 8/7, 8/8, 8/9, 8/10, 8/11, 8/12, 8/13, 8/14, 8/15, 8/16, 8/17, 8/18, 8/19, 8/20, 8/21, 8/22, 8/23, 8/24, 8/25, 8/26, 8/27, 8/28, 8/29, 8/30, 8/31, 9/1, 9/2, 9/3, 9/4, 9/5, 9/6, 9/7, 9/8, 9/9, 9/10, 9/11, 9/12, 9/13, 9/14, 9/15, 9/16, 9/17, 9/18, 9/19, 9/20, 9/21, 9/22, 9/23, 9/24, 9/25, 9/26, 9/27, 9/28, 9/29, 9/30, 9/31, 10/1, 10/2, 10/3, 10/4, 10/5, 10/6, 10/7, 10/8, 10/9, 10/10, 10/11, 10/12, 10/13, 10/14, 10/15, 10/16, 10/17, 10/18, 10/19, 10/20, 10/21, 10/22, 10/23, 10/24, 10/25, 10/26, 10/27, 10/28, 10/29, 10/30, 10/31, 11/1, 11/2, 11/3, 11/4, 11/5, 11/6, 11/7, 11/8, 11/9, 11/10, 11/11, 11/12, 11/13, 11/14, 11/15, 11/16, 11/17, 11/18, 11/19, 11/20, 11/21, 11/22, 11/23, 11/24, 11/25, 11/26, 11/27, 11/28, 11/29, 11/30, 11/31, 12/1, 12/2, 12/3, 12/4, 12/5, 12/6, 12/7, 12/8, 12/9, 12/10, 12/11, 12/12, 12/13, 12/14, 12/15, 12/16, 12/17, 12/18, 12/19, 12/20, 12/21, 12/22, 12/23, 12/24, 12/25, 12/26, 12/27, 12/28, 12/29, 12/30, 12/31.



SONOCO PRODUCTS CO.  
 801 N. B. LITTLETON ST.  
 ATLANTA, GA.



HENRY D. MCMASTER, Governor  
BENJAMIN I. DUNCAN II, Chief Resilience Officer

### STATEMENT OF VOLUNTARY PARTICIPATION

THIS AGREEMENT is made and entered into this 26<sup>th</sup> day of FEB, 2025, by and Darlington County, hereinafter referred to as "County" and PERKINSN JAMES L II & PAMELA C PERKINSON, hereinafter referred to as "Seller." The parties agree as follows:

1. Seller affirms that he/she/they is/are the owner/owners of property located at **-511 KENWOOD AVENUE, HARTSVILLE, SOUTH CAROLINA 29550** hereinafter referred to as "Property."
2. County has offered to purchase Property. If Seller agrees to sell, Seller must permanently relocate from Property.
3. County has offered to purchase Property, which offer includes the property value plus eligible incentives.
4. County has notified Seller that Seller is not required to sell property and County will not use its power of eminent domain for the purpose of this project to acquire property if Seller chooses not to sell it.
5. County has notified Seller that if Seller agrees to sell property to County, such a transaction is voluntary.
6. County affirms that it has no intention to acquire the Property by Eminent Domain.

	<u>2-26-2025</u>
Owner	Date
<u>Pamela C Perkinson</u>	<u>2-26-2025</u>
Owner	Date
	<u>2/26/25</u>
Authorized Agent Signature	Date





# SC SCOR, Disaster Recovery Division, CDBG-Mitigation Duplication of Benefits Calculation Worksheet

Prior to the award of assistance, the grantee will use the best, most recent available data from FEMA, the Small Business Administration (SBA), insurers, and any other sources of local, state and federal sources of funding to prevent the duplication of benefits.

James & Pamela

Homeowner Name: Perkinson Property Address: 511 Kenwood Ave., Hartsville, SC 29550

County: Darlington

Project ID: BP-22-1600-01

Date Property Purchase: 11/25/2019 Federal Disasters screened for: 2015 2016 2018

Assistance Received	Total Assistance Received	Total documentation received from homeowner(s)	MIT Inspection report Xactimate amount and signed affidavit	Special Case Panel - Inspection report with no amount and signed affidavit	Duplication of Benefit Gap
National Flood Insurance Program (NFIP)					\$0.00
Federal Emergency Management Agency (FEMA)					\$0.00
Private Insurance					\$0.00
Community Development Block Grant - Disaster Recovery (CDBG-DR)					\$0.00
Non-Profit (Fill in Organization Name):					\$0.00
Other:					\$0.00
<b>Total</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Signature of Property Owner: *[Handwritten Signature]*

Date: 2/26/2025




HENRY D. MCMASTER, Governor  
BENJAMIN I. DUNCAN II, Chief Resilience Officer

## SUBROGATION AGREEMENT FORM


(sign only if participating in the buyout program)

I grant Darlington County, the State, or their designee(s) subrogation rights, to recover from any person or entity, funds to which I may be entitled for property damage for the October 2015 storm event, October 2016 Hurricane Matthew, or September 2018 Hurricane Florence. I understand that if I receive future assistance for the same purpose as the CDBG-Mitigation funds provided under the State's program, e.g., insurance proceeds received because of a settlement, etc., any funds or benefits received through the State's program will need to be returned to the State according to its Program Guidelines, which are available on the State program website. Darlington County, the State or their designee(s) may recover other funds due me up to the amount of assistance provided by them under the program for which I am applying.

I agree that if I receive additional funds for this same October 2015 storm damage loss, October 2016 Hurricane Matthew loss or September 2018 Hurricane Florence loss, after the buyout is complete, then I will notify SCOR within five (5) days of receipt of the funds. I will send the notice to 632 Rosewood Drive, Columbia, SC 29201

  
\_\_\_\_\_  
Owner

2-26-2025  
Date

  
\_\_\_\_\_  
Owner

2-26-2025  
Date



HENRY D. MCMASTER, Governor  
BENJAMIN I. DUNCAN II, Chief Resilience Officer

### PRE-CLOSING LIEN DISCLOSURE

To facilitate the closing process, please identify any/all outstanding liens that may affect the purchase and closing of your property.

All liens will need to be settled/paid prior to or at Closing.

OWNER'S NAME(S): James & Pamela Perkinson

PROPERTY ADDRESS: 511 Kenwood Ave., Hartsville, SC 29550

HAS MARITAL STATUS CHANGED SINCE ACQUISITION OF THE PROPERTY?  YES  NO

LENDER: Rocket Mortgage

LENDER PHONE NO: \_\_\_\_\_

LOAN NO.: \_\_\_\_\_

LENDER: \_\_\_\_\_

LENDER PHONE NO: \_\_\_\_\_

LOAN NO.: \_\_\_\_\_

OTHER KNOWN LIEN HOLDERS:

NAME: \_\_\_\_\_ CONTACT INFO: \_\_\_\_\_

NAME: \_\_\_\_\_ CONTACT INFO: \_\_\_\_\_

NAME: \_\_\_\_\_ CONTACT INFO: \_\_\_\_\_

\* Attach additional sheets if necessary.

[Signature] 2-26-25  
Signature Date

[Signature] 2-26-25  
Signature Date



HENRY D. MCMASTER, Governor  
BENJAMIN I. DUNCAN II, Chief Resilience Officer

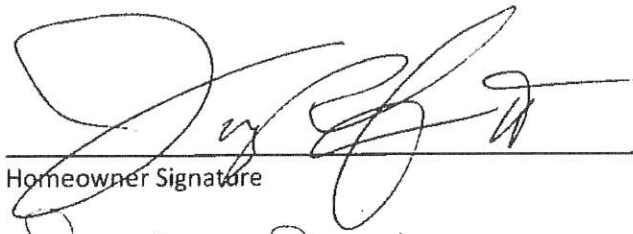
## STATEMENT OF MEETING ATTENDANCE & DOCUMENT REVIEW

February 26, 2025

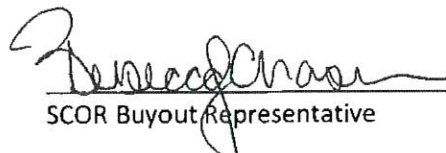
By signing below, I affirm that I met with **Rebecca Chasen** from the South Carolina Office of Resilience Buyout Team to discuss the purchase of my property located at **511 Kenwood Ave., Hartsville, SC 29550**. I understand this process is **voluntary** and at any time I may opt out of the program. During this offer meeting, I was presented with an Offer Packet including items from the below checklist. I understand that I have thirty (30) calendar days from today's date to review the Offer to Purchase packet and respond to SCOR with additional questions, a request to appeal, and/or a decision to accept or decline.

PACKET CHECKLIST:

- Offer to Purchase Letter
- Statement of Determination of Just Compensation
- Duplication of Benefits Calculation Form (if applicable)
- Statement of Voluntary Participation
- Non-Participation Form
- Subrogation Agreement Form
- Contract for Sale of Real Estate
- Pre-Closing Lien Disclosure
- Buyout Offer Appeals Process
- Frequently Asked Questions
- South Carolina Legal Services Pamphlet
- Documents to be returned in self-addressed stamped envelope.
- Appraisal(s)

  
 Homeowner Signature 2-26-2025  
 Date

  
 Homeowner Signature 2-26-2025  
 Date

  
 SCOR Buyout Representative 2/26/2025  
 Date

**CONTRACT FOR SALE OF REAL ESTATE  
(PRIMARY RESIDENCE)**

1. **Legally binding Contract:** This Contract is made and entered into by and between the Vested Property Owner(s) Kevin Brandis (herein after “SELLER(S)”) and Buyer, Darlington County, (hereinafter “COUNTY”). The SELLER(S) agrees to sell, and COUNTY agrees to buy the below listed legally described real property with improvements and fixtures thereon for an agreed upon consideration as provided by the terms herein.

2. **Contractual Background:** The South Carolina Office of Resilience Disaster Recovery Division (SCOR DRD) and the COUNTY, a body politic, public entity, and Unit of General Local Government (UGLG), are acting in accordance with a COUNTY application for a Community Development Block Grant for Mitigation (CDBG-MIT), and a Grant Agreement executed November 21, 2022.

3. **Buyout Program Funding:** The Buyout Program is funded in part by a U.S. Department of Housing and Urban Development (“HUD”) CDBG-MIT for the purpose of the COUNTY to acquire property from voluntary participating residential homeowners who are located in a floodplain, and/or have suffered damage due to flooding during 2015, 2016, or 2018 Presidentially-declared disasters and/or located in a program defined Disaster Risk Reduction Area (DRRA).

4. **Buyout Program Administration:** The Buyout Program is administered by SCOR DRD pursuant to a HUD approved Action Plan, submitted on March 26, 2020, and a SCOR Grant Agreement executed on July 31, 2020, pursuant to Public Law 115-123 and implemented in accordance with Title I of the Housing and Community Development Act of 1974 (HCDA) (42 USC 5301 et seq.).

5. **Property to be Sold:** Subject to the terms and conditions herein, SELLER(S) voluntarily agrees to sell, and COUNTY agrees to purchase the following described property with improvements and fixtures thereon:

**Legal Description:** Lot No. 5 bounded on the north by Lot No. 6, on the east by S.C. Route 102, on the south by Lot No. 4, and on the west by Lot No. 22

**Street Address:** 1236 Patrick Hwy, Hartsville, SC 29550

**Tax Map #:** 054-16-01-076

6. **Voluntary Participation and No Real Estate Listing:** The SELLER(S) represents and warrants that the SELLER(S) wishes to sell the property voluntarily under this program, and acknowledges that SELLER(S) is/are (a) under NO obligation to sell the Property to the COUNTY under this voluntary program; and (b) SELLER(S) fully understands that Darlington County or the SCOR will NOT use powers of eminent domain to acquire the herein described property under this program if SELLER(S) chooses to voluntarily withdraw from the buyout program prior to or at the time of Closing; and (c) SELLER(S) affirms that any or all previous real estate listing agreements or written real estate contracts made prior to SELLER(S) entering this voluntary CDBG-MIT Buyout program have been revoked and are no longer in effect.

7. **Property Purchase Price.** COUNTY agrees to pay a property purchase price as calculated on the attached Agency Determination of Just Compensation Calculation worksheet. SELLER(S) acknowledges that the calculation is based upon one (or more) pre-disaster Fair Market Value Property Appraisal(s) and any applicable market rate adjustment incentive. The number of appraisals is dependent upon the number of documented Presidentially declared disaster flooding events which impacted the property during the SELLER(S) ownership. Where more than one appraisal was obtained, the Agency Determined Just Compensation Calculation shall use the highest appraised pre-disaster Fair Market Value. SELLER(S) acknowledges that copy(ies) of the Appraisal(s) used as the basis to calculate the pre-disaster Fair Market Value has/have been provided to SELLER(S).

8. **Buyout Eligible Incentives and Program Costs.** SELLER(S) and COUNTY acknowledge that the purpose of the CDBG-MIT Buyout Program is to remove citizens from harm's way of potential future flooding or related disasters. It is the Program's intent to incentivize SELLER(S)'s relocation to areas of reduced risk by providing Program allowable financial incentives payable directly to SELLER(S). SELLER(S) and COUNTY acknowledge that the Property Purchase Price includes payment for any Program incentives for eligible moving expenses and any applicable low-and-moderate-income individual incentives. All eligible incentives are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and incorporated herein. SELLER(S) acknowledges that the costs of the CDBG-MIT Buyout Program, to include applicable Closing costs, are paid by the CDBG-MIT Buyout Program.

9. **Duplication of Benefits:** SELLER(S) acknowledges that Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5144), ("Stafford Act"), requires that a duplication of benefits (DOB) analysis be completed, and that the SELLER(S) has received, in writing, notification of any DOB that is applicable, and that the amount shall be deducted from the property purchase price. Parties acknowledge that Stafford Act prohibits any person from receiving federal financial assistance with respect to this CDBG-MIT Buyout Program for any loss resulting from a Presidentially declared disaster for which SELLER(S) has received financial assistance under any other program or insurance from any source.

a. SELLER(S) acknowledges that DOB calculations if applicable are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and the DOB Calculation

1236 Patrick Highway Real Estate Purchase Contract

worksheet and are incorporated herein.

b. SELLER(S) acknowledges that the funds being used to purchase the property cannot and will not duplicate any future benefits that SELLER may receive for the same purpose from any other sources.

10. **Total Project Purchase Price Payable to SELLER(S)**: The agency determined just compensation property through calculation of original appraisal, homeowner appraisal and 3rd party appraisal in the amount of \$ **149,183.00**, plus \$ **30,000.00**, for the applicable incentive payments; less a reduction for \$ **0.00**, the duplication of benefits, for a **NET** Total Project Purchase Price Amount of \$ **179,183.00** (SEE Attached Agency Determination of Just Compensation worksheet)

(a) SELLER(S) acknowledges that SELLER(S) total Project Purchase Price Amount **will be reduced** by any contingent or pro-rata payments identified in Paragraphs 11 and 12 below.

11. **Expiration of the Real Estate Purchase Offer**. SELLER(S) acknowledges that the offer in this Real Estate Purchase Contract is presented on **April 9, 2025**. SELLER(S) acknowledges that this offer shall be reviewable for a period of **30 days** from this date. SELLER(S) agrees to communicate any questions, appeals, decisions, or requests for additional time in writing. SELLER(S) acknowledges that upon SELLER(S) failure to communicate within this timeframe, SCOR may terminate this offer.

12. **Schedule Closing Date**. Once both SELLER(S) and COUNTY have signed this Real Estate Purchase Contract, SCOR will schedule a closing date for completing the purchase. The Closing shall be completed within 90 days of the date of the Real Estate Purchase contract or Title Search Confirmation unless the closing date is further extended by the written agreement by SCOR.

13. **Priority of Payment of Proceeds**. SELLER(S) acknowledges that all liens on the property, including any real property taxes, environmental fees, or other county assessments/liens/encumbrances, will be due and payable on the date of Closing. At the Closing, the priority payments for all liens, real property taxes, environmental fees, etc., shall be withdrawn from the proceeds of sale with all remainder of proceeds then payable to SELLER(S), plus payment for applicable program incentives to SELLER(S).

14. **Payment Contingent Upon Following**: Payment under the terms of this Contract shall be due at the time of the Closing. Upon the execution of the Contract, SCOR shall schedule the Closing date. Payment of any funds due to SELLER(S) under this Contract is strictly contingent upon the following: (a) approval of the SELLER(S)'S title; (b) the execution at Closing of a general warranty deed, conveying marketable title for the Property in fee simple with all Program required restrictive covenants contained therein; (c) the Property must be clear of all mortgages, liens, and other encumbrances, including any unpaid laborers' and materialmen's liens; and (d) any outstanding real

1236 Patrick Highway Real Estate Purchase Contract

estate taxes, rents, dues, fees, utility bills, and any other expenses relating to the Property, shall be due and pro-rated (if appropriate) as of the date of Closing and SHALL BE PAID from the SELLER(S)'s proceeds of the sale.

15. **SELLER(S) Execute All Documents.** SELLER(S) will execute all requested documents necessary to transfer the property, and SELLER(S) agrees to execute all documents in the future as may be required by the COUNTY, State of South Carolina, and/or HUD to complete this transaction and to comply with County, State, or Federal regulations. It is further understood that the SELLER(S) will return to SCOR any disaster benefit/aid money received by the SELLER(S) if any of the disaster aid monies are determined to be a DOB. The future DOB shall be acknowledged by SELLER(S) in the attached subrogation agreement is incorporated herein.

16. **SELLER(S) Consultation with Attorney.** SELLER(S) acknowledges that SELLER(S) (a) has had an opportunity to review this Contract; (b) SELLER(S) has had an opportunity, if the SELLER(S) so chooses, to contact and retain an attorney of SELLER(S)'s choice to review this Contract prior to signing; and (c) SELLER(S) fully understands the nature of this Contract and hereby releases and agrees to hold the State of South Carolina harmless from any and all claims arising out of or related to this Contract or anything incidental to the sale of the Property.

**The SELLER(S) shall release and indemnify the State of South Carolina and COUNTY from and against any suits, damages, obligations, or liability regardless of the negligence, alleged misrepresentations, or other intentional or unintentional acts of the COUNTY, or the State of South Carolina, or any acts of the officers, agents, employees, or subcontractors performed in relation to this contract, the administration of this buyout program, or any aspect of floodplain administration.**

17. **Possession of the Property at Closing.** SELLER(S) and/or SELLER(S)'s tenant(s) (if applicable), MUST VACATE THE PROPERTY AT LEAST 48 HOURS PRIOR TO THE SCHEDULED CLOSING. Possession of the Property shall be turned over to the COUNTY at the time of the Closing. At least 48 hours prior to the Closing date, SELLER(S) shall submit to SCOR a signed notice stating the following: (a) that the property is vacated; (b) that all utilities are turned off; (c) that SELLER(S) has submitted a signed acknowledgement by the utility company stating that the utility account(s) are/is closed; and (d) SELLER(S) shall notify that property is ready for a SCOR Compliance Inspection so that all required inspections occur prior to the date of the Closing. SELLER(S) shall surrender all keys to the property at the Closing.

18. **Material Defect.** If the title examination, county compliance inspection, boundary line survey, or other information received discloses a material defect, COUNTY may accept the Property with the defect or require that the SELLER(S) attempt to remedy the defect within 30 days after its discovery. If defect is not remedied within that period, COUNTY may elect to rescind and vacate this CONTRACT in writing to the SELLER(S).

19. **Property Deed** shall be made in the name of Darlington County Government.

1236 Patrick Highway Real Estate Purchase Contract

20. **Binding Effect of this Contract.** This Contract shall be for the benefit of, and be binding upon, the parties, their heirs, successors, legal representatives, and assigns. It constitutes the entire Contract between the parties. No modification of this Contract shall be binding unless signed by both SELLER(S) and COUNTY.

21. **Governing Law.** This Contract shall be governed and interpreted in accordance with the laws of South Carolina.

22. **Cooperation.** COUNTY and SELLER(S) agree to take promptly all actions reasonably necessary to carry out the responsibilities and obligations of this Contract. For those properties where SELLER has rented to a third-party tenant, SELLER shall comply with all COUNTY and/or SCOR-DRD requests for tenant information. Seller shall provide mandated notices to tenant(s) and follow all COUNTY and/or SCOR-DRD directives as mandated by the Uniform Relocation Assistance and Real Property Acquisitions Act, (URA) as amended (42 U.S.C. 4601 et seq.) (49 CFR Part 24).

23. **Other Terms.** The following terms and conditions supplement or supersede other provisions of this Contract: The SELLER(S) will not remove any items considered real property, such as building materials, fixtures, or improvements, and the COUNTY will not permit any materials to be salvaged at this time or at the time of demolition by the SELLER(S). Any violation of this provision may result in changing the fair market value of the Property.

24. **Facsimile and other Electronic Means:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and 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 original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

25. **Non-Foreign Affidavit.** SELLER(S) warrants that SELLER(S) is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and will execute a certificate to that effect at Closing.

26. **No Relocation Benefits Eligible under URA.** The SELLER(S) understands that this real estate purchase contract represents a voluntary transaction, and that SELLER(S) is not eligible for any relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Act ("URA") (42 U.S.C. 4601 et seq.) (49 CFR Part 24). The SELLER(S) acknowledges there are no tenants residing in their household.

27. **No Assignment.** Any assignment or other transfer of this Agreement without the written consent of the other party shall be null and void and of no force or effect.

1236 Patrick Highway Real Estate Purchase Contract

28. **Effective Date.** This Contract shall take effect on the date the COUNTY accepts SELLER(S) signed contract.

29. **Darlington County Ordinance Process.** SELLER(S) acknowledges(s) and understand(s) that before the COUNTY is authorized to execute/sign this Contract for the Sale of Real Estate, COUNTY must follow Darlington County Council’s public hearing and ordinance passage process. The ordinance passage process involves a three-reading procedure where an ordinance for purchase of property under the Buyout Program is presented at 3 consecutive County Council Meetings and will be presented for at least one public hearing. **SELLER(S) acknowledge(s), understand(s), and agree(s) that during the third (3<sup>rd</sup>) and final reading of the ordinance, the COUNTY will disclose the above named property tax map parcel identification number, address, and the location of a relevant plat (if any) filed with the Clerk of Court for Darlington County.** Parties acknowledge and understand that this ordinance and public hearing process is required per South Carolina Code of Laws, Section 4-9-120, 4-9-30(2), and 4-9-130, and strictly adheres to Op. S.C. Att’y Gen., 2009 WL 580557 (February 17, 2009) and Op. S.C. Att’y Gen.2023 WL 6036770 (September 08, 2023), thus ensuring that legal ownership is acquired by COUNTY.

IN WITNESS WHEREOF, the undersigned have executed this Contract and acknowledges that such terms and conveyance is binding upon the heirs, executors, successors and assigns of all parties.

SELLER(S): Kevin Brandis  
Kevin Brandis

Address: 1236 Patrick Hwy, Hartsville, SC 29550

Date: 04/09/2025

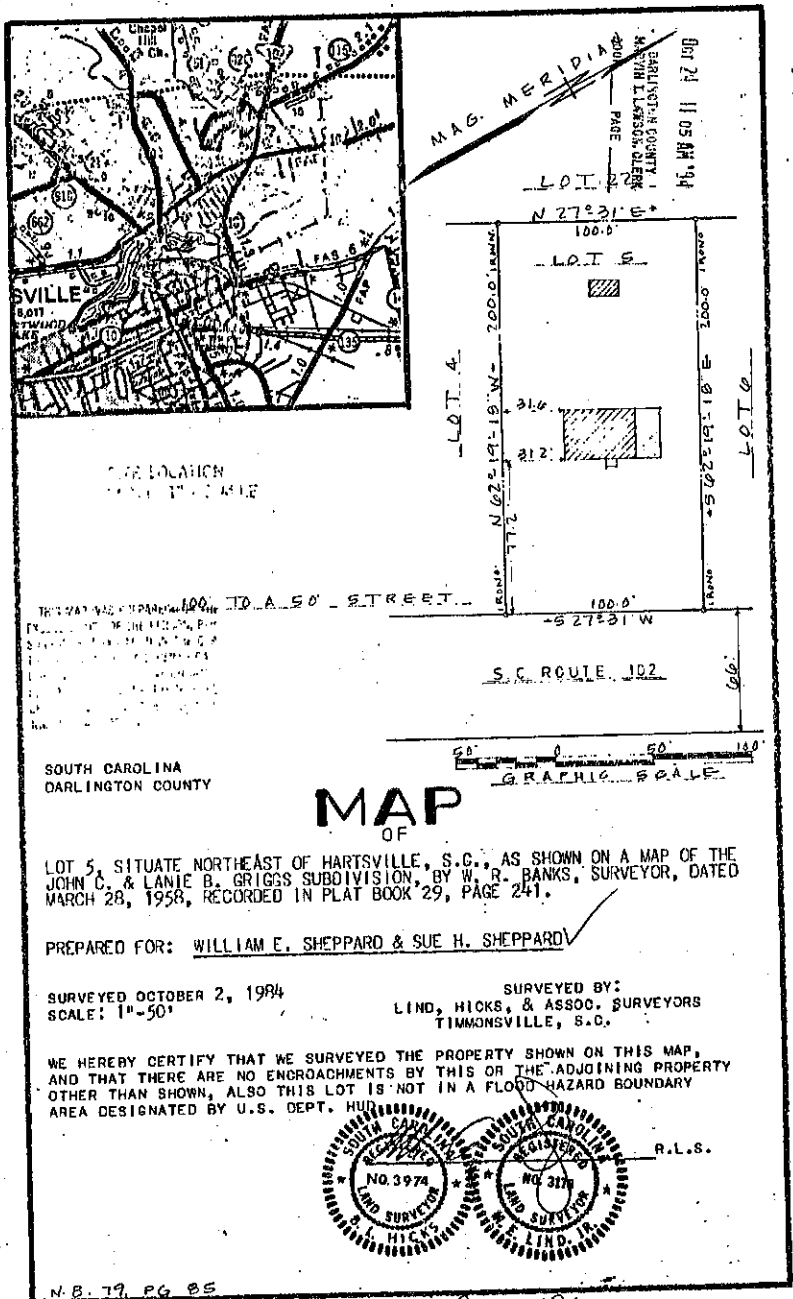
Accepted by Darlington County on the 7<sup>th</sup>  
day of April, 2025.

By: Meeri [Signature]  
Darlington County Representative

Funding Source acknowledged by the  
South Carolina of Resilience

By: Rebecca Chasen  
SCOR Representative

William E. Sheppard  
+  
Sue H. Sheppard  
191  
DeRoach



Plat Book 98 Page 191



**CONTRACT FOR SALE OF REAL ESTATE  
(PRIMARY RESIDENCE)**

1. **Legally binding Contract:** This Contract is made and entered into by and between the Vested Property Owner(s) **MICHAEL T. GANNON, PATRICIA A. GANNON BALAZS, AND MARY B. GANNON GREEN**, (herein after "SELLER(S)") and Buyer, Darlington County, (hereinafter "COUNTY"). The SELLER(S) agrees to sell, and COUNTY agrees to buy the below listed legally described real property with improvements and fixtures thereon for an agreed upon consideration as provided by the terms herein.

2. **Contractual Background:** The South Carolina Office of Resilience Disaster Recovery Division (SCOR DRD) and the COUNTY, a body politic, public entity, and Unit of General Local Government (UGLG), are acting in accordance with a COUNTY application for a Community Development Block Grant for Mitigation (CDBG-MIT), and a Grant Agreement executed November 21, 2022.

3. **Buyout Program Funding:** The Buyout Program is funded in part by a U.S. Department of Housing and Urban Development ("HUD") CDBG-MIT for the purpose of the COUNTY to acquire property from voluntary participating residential homeowners who are located in a floodplain, and/or have suffered damage due to flooding during 2015, 2016, or 2018 Presidentially-declared disasters and/or located in a program defined Disaster Risk Reduction Area (DRRA).

4. **Buyout Program Administration:** The Buyout Program is administered by SCOR DRD pursuant to a HUD approved Action Plan, submitted on March 26, 2020, and a SCOR Grant Agreement executed on July 31, 2020, pursuant to Public Law 115-123 and implemented in accordance with Title I of the Housing and Community Development Act of 1974 (HCDA) (42 USC 5301 et seq.).

5. **Property to be Sold:** Subject to the terms and conditions herein, SELLER(S) voluntarily agrees to sell, and COUNTY agrees to purchase the following described property with improvements and fixtures thereon:

**Legal Description:** Lot No. 28

**Street Address:** 107 Shoshone Drive, Darlington, SC 29532

**Tax Map #:** 184-00-01-017

6. **Voluntary Participation and No Real Estate Listing:** The SELLER(S) represents and warrants that the SELLER(S) wishes to sell the property voluntarily under this program, and acknowledges

107 Shoshone Drive Real Estate Purchase Contract

that SELLER(S) is/are (a) under NO obligation to sell the Property to the COUNTY under this voluntary program; and (b) SELLER(S) fully understands that Darlington County or the SCOR will NOT use powers of eminent domain to acquire the herein described property under this program if SELLER(S) chooses to voluntarily withdraw from the buyout program prior to or at the time of Closing; and (c) SELLER(S) affirms that any or all previous real estate listing agreements or written real estate contracts made prior to SELLER(S) entering this voluntary CDBG-MIT Buyout program have been revoked and are no longer in effect.

**7. Property Purchase Price.** COUNTY agrees to pay a property purchase price as calculated on the attached Agency Determination of Just Compensation Calculation worksheet. SELLER(S) acknowledges that the calculation is based upon one (or more) pre-disaster Fair Market Value Property Appraisal(s) and any applicable market rate adjustment incentive. The number of appraisals is dependent upon the number of documented Presidentially declared disaster flooding events which impacted the property during the SELLER(S) ownership. Where more than one appraisal was obtained, the Agency Determined Just Compensation Calculation shall use the highest appraised pre-disaster Fair Market Value. SELLER(S) acknowledges that copy(ies) of the Appraisal(s) used as the basis to calculate the pre-disaster Fair Market Value has/have been provided to SELLER(S).

**8. Buyout Eligible Incentives and Program Costs.** SELLER(S) and COUNTY acknowledge that the purpose of the CDBG-MIT Buyout Program is to remove citizens from harm's way of potential future flooding or related disasters. It is the Program's intent to incentivize SELLER(S)'s relocation to areas of reduced risk by providing Program allowable financial incentives-payable directly to SELLER(S). SELLER(S) and COUNTY acknowledge that the Property Purchase Price includes payment for any Program incentives for eligible moving expenses and any applicable low-and-moderate-income individual incentives. All eligible incentives are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and incorporated herein. SELLER(S) acknowledges that the costs of the CDBG-MIT Buyout Program, to include applicable Closing costs, are paid by the CDBG-MIT Buyout Program.

**9. Duplication of Benefits:** SELLER(S) acknowledges that Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5144), ("Stafford Act"), requires that a duplication of benefits (DOB) analysis be completed, and that the SELLER(S) has received, in writing, notification of any DOB that is applicable, and that the amount shall be deducted from the property purchase price. Parties acknowledge that Stafford Act prohibits any person from receiving federal financial assistance with respect to this CDBG-MIT Buyout Program for any loss resulting from a Presidentially declared disaster for which SELLER(S) has received financial assistance under any other program or insurance from any source.

a. SELLER(S) acknowledges that DOB calculations if applicable are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and the DOB Calculation worksheet and are incorporated herein.

b. SELLER(S) acknowledges that the funds being used to purchase the property cannot and

107 Shoshone Drive Real Estate Purchase Contract

will not duplicate any future benefits that SELLER may receive for the same purpose from any other sources.

**10. Total Project Purchase Price Payable to SELLER(S):** The agency determined just compensation property purchase price is \$ 270,000.00, plus \$ 5,000.00, for the applicable incentive payments; less a reduction for \$ 0.00, the duplication of benefits, for a NET Total Project Purchase Price Amount of \$ 275,000.00 (SEE Attached Agency Determination of Just Compensation worksheet)

(a) SELLER(S) acknowledges that SELLER(S) total Project Purchase Price Amount will be reduced by any contingent or pro-rata payments identified in Paragraphs 11 and 12 below.

**11. Expiration of the Real Estate Purchase Offer.** SELLER(S) acknowledges that the offer in this Real Estate Purchase Contract is presented on **February 26, 2025**. SELLER(S) acknowledges that this offer shall be reviewable for a period of 30 days from this date. SELLER(S) agrees to communicate any questions, appeals, decisions, or requests for additional time in writing. SELLER(S) acknowledges that upon SELLER(S) failure to communicate within this timeframe, SCOR may terminate this offer.

**12. Schedule Closing Date.** Once both SELLER(S) and COUNTY have signed this Real Estate Purchase Contract, SCOR will schedule a closing date for completing the purchase. The Closing shall be completed within 90 days of the date of the Real Estate Purchase contract or Title Search Confirmation unless the closing date is further extended by the written agreement by SCOR.

**13. Priority of Payment of Proceeds.** SELLER(S) acknowledges that all liens on the property, including any real property taxes, environmental fees, or other county assessments/liens/encumbrances, will be due and payable on the date of Closing. At the Closing, the priority payments for all liens, real property taxes, environmental fees, etc., shall be withdrawn from the proceeds of sale with all remainder of proceeds then payable to SELLER(S), plus payment for applicable program incentives to SELLER(S).

**14. Payment Contingent Upon Following:** Payment under the terms of this Contract shall be due at the time of the Closing. Upon the execution of the Contract, SCOR shall schedule the Closing date. Payment of any funds due to SELLER(S) under this Contract is strictly contingent upon the following: (a) approval of the SELLER(S)'S title; (b) the execution at Closing of a general warranty deed, conveying marketable title for the Property in fee simple with all Program required restrictive covenants contained therein; (c) the Property must be clear of all mortgages, liens, and other encumbrances, including any unpaid laborers' and materialmen's liens; and (d) any outstanding real estate taxes, rents, dues, fees, utility bills, and any other expenses relating to the Property, shall be due and pro-rated (if appropriate) as of the date of Closing and SHALL BE PAID from the SELLER(S)'s proceeds of the sale.

15. **SELLER(S) Execute All Documents.** SELLER(S) will execute all requested documents necessary to transfer the property, and SELLER(S) agrees to execute all documents in the future as may be required by the COUNTY, State of South Carolina, and/or HUD to complete this transaction and to comply with County, State, or Federal regulations. It is further understood that the SELLER(S) will return to SCOR any disaster benefit/aid money received by the SELLER(S) if any of the disaster aid monies are determined to be a DOB. The future DOB shall be acknowledged by SELLER(S) in the attached subrogation agreement is incorporated herein.

16. **SELLER(S) Consultation with Attorney.** SELLER(S) acknowledges that SELLER(S) (a) has had an opportunity to review this Contract; (b) SELLER(S) has had an opportunity, if the SELLER(S) so chooses, to contact and retain an attorney of SELLER(S)'s choice to review this Contract prior to signing; and (c) SELLER(S) fully understands the nature of this Contract and hereby releases and agrees to hold the State of South Carolina harmless from any and all claims arising out of or related to this Contract or anything incidental to the sale of the Property.

**The SELLER(S) shall release and indemnify the State of South Carolina and COUNTY from and against any suits, damages, obligations, or liability regardless of the negligence, alleged misrepresentations, or other intentional or unintentional acts of the COUNTY, or the State of South Carolina, or any acts of the officers, agents, employees, or subcontractors performed in relation to this contract, the administration of this buyout program, or any aspect of floodplain administration.**

17. **Possession of the Property at Closing.** SELLER(S) and/or SELLER(S)'s tenant(s) (if applicable), MUST VACATE THE PROPERTY AT LEAST 48 HOURS PRIOR TO THE SCHEDULED CLOSING. Possession of the Property shall be turned over to the COUNTY at the time of the Closing. At least 48 hours prior to the Closing date, SELLER(S) shall submit to SCOR a signed notice stating the following: (a) that the property is vacated; (b) that all utilities are turned off; (c) that SELLER(S) has submitted a signed acknowledgement by the utility company stating that the utility account(s) are/is closed; and (d) SELLER(S) shall notify that property is ready for a SCOR Compliance Inspection so that all required inspections occur prior to the date of the Closing. SELLER(S) shall surrender all keys to the property at the Closing.

18. **Material Defect.** If the title examination, county compliance inspection, boundary line survey, or other information received discloses a material defect, COUNTY may accept the Property with the defect or require that the SELLER(S) attempt to remedy the defect within 30 days after its discovery. If defect is not remedied within that period, COUNTY may elect to rescind and vacate this CONTRACT in writing to the SELLER(S).

19. **Property Deed** shall be made in the name of Darlington County Government.

20. **Binding Effect of this Contract.** This Contract shall be for the benefit of, and be binding upon, the parties, their heirs, successors, legal representatives, and assigns. It constitutes the entire Contract between the parties. No modification of this Contract shall be binding unless signed by

107 Shoshone Drive Real Estate Purchase Contract

both SELLER(S) and COUNTY.

21. **Governing Law.** This Contract shall be governed and interpreted in accordance with the laws of South Carolina.

22. **Cooperation.** COUNTY and SELLER(S) agree to take promptly all actions reasonably necessary to carry out the responsibilities and obligations of this Contract. For those properties where SELLER has rented to a third-party tenant, SELLER shall comply with all COUNTY and/or SCOR-DRD requests for tenant information. Seller shall provide mandated notices to tenant(s) and follow all COUNTY and/or SCOR-DRD directives as mandated by the Uniform Relocation Assistance and Real Property Acquisitions Act, (URA) as amended (42 U.S.C. 4601 et seq.) (49 CFR Part 24).

23. **Other Terms.** The following terms and conditions supplement or supersede other provisions of this Contract: The SELLER(S) will not remove any items considered real property, such as building materials, fixtures, or improvements, and the COUNTY will not permit any materials to be salvaged at this time or at the time of demolition by the SELLER(S). Any violation of this provision may result in changing the fair market value of the Property.

24. **Facsimile and other Electronic Means:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and 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 original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

25. **Non-Foreign Affidavit.** SELLER(S) warrants that SELLER(S) is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and will execute a certificate to that effect at Closing.

26. **No Relocation Benefits Eligible under URA.** The SELLER(S) understands that this real estate purchase contract represents a voluntary transaction, and that SELLER(S) is not eligible for any relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Act ("URA") (42 U.S.C. 4601 et seq.) (49 CFR Part 24). The SELLER(S) acknowledges there are no tenants residing in their household.

27. **No Assignment.** Any assignment or other transfer of this Agreement without the written consent of the other party shall be null and void and of no force or effect.

28. **Effective Date.** This Contract shall take effect on the date the COUNTY accepts SELLER(S) signed contract.

107 Shoshone Drive Real Estate Purchase Contract

29. **Darlington County Ordinance Process.** SELLER(S) acknowledge(s) and understand(s) that before the COUNTY is authorized to execute/sign this Contract for the Sale of Real Estate, COUNTY must follow Darlington County Council's public hearing and ordinance passage process. The ordinance passage process involves a three-reading procedure where an ordinance for purchase of property under the Buyout Program is presented at 3 consecutive County Council Meetings and will be presented for at least one public hearing. SELLER(S) acknowledge(s), understand(s), and agree(s) that during the third (3<sup>rd</sup>) and final reading of the ordinance, the COUNTY will disclose the above named property tax map parcel identification number, address, and the location of a relevant plat (if any) filed with the Clerk of Court for Darlington County. Parties acknowledge and understand that this ordinance and public hearing process is required per South Carolina Code of Laws, Section 4-9-120, 4-9-30(2), and 4-9-130, and strictly adheres to Op. S.C. Att'y Gen., 2009 WL 580557 (February 17, 2009) and Op. S.C. Att'y Gen. 2023 WL 6036770 (September 08, 2023), thus ensuring that legal ownership is acquired by COUNTY.

IN WITNESS WHEREOF, the undersigned have executed this Contract and acknowledges that such terms and conveyance is binding upon the heirs, executors, successors and assigns of all parties.

*Michael T. Gannon*

SELLER(S):

MICHAEL T. GANNON

*Patricia A. Gannon Balazs*

PATRICIA A. GANNON BALAZS

*Mary B. Gannon Green*

MARY B. GANNON GREEN

Address: 107 Shoshone Drive, Darlington, SC 29532

Date: 03/03/2025

Accepted by Darlington County on the *7<sup>th</sup>* day of *April*, 2025

Funding Source acknowledged by the South Carolina of Resilience

By: *[Signature]*  
Darlington County Representative

By: *Rebecca J Chasen*  
SCOR Representative

Part of  
Survey of

5-11-1954  
S-11-1954

100  
100  
100



RESIDENTIAL SUBDIVISION  
**SAMMOSET**

PLAT IN LINGSTON COUNTY, SOUTH CAROLINA  
 MADE BY ENGINEERS JOHN M. ESTLIN, JR. AND DAVID L. ERWIN

TABLE SHOWING LOTS AND THEIR CLASSIFICATION DATA

LOT NUMBER	REGULATION	SIZE CLASSIFICATION	GEN. CLASSIFICATION
1	100	100	100
2	100	100	100
3	100	100	100
4	100	100	100
5	100	100	100
6	100	100	100
7	100	100	100
8	100	100	100
9	100	100	100
10	100	100	100
11	100	100	100
12	100	100	100
13	100	100	100
14	100	100	100
15	100	100	100
16	100	100	100
17	100	100	100
18	100	100	100
19	100	100	100
20	100	100	100
21	100	100	100
22	100	100	100
23	100	100	100
24	100	100	100
25	100	100	100
26	100	100	100
27	100	100	100
28	100	100	100
29	100	100	100
30	100	100	100
31	100	100	100
32	100	100	100
33	100	100	100
34	100	100	100
35	100	100	100
36	100	100	100
37	100	100	100
38	100	100	100
39	100	100	100
40	100	100	100
41	100	100	100
42	100	100	100
43	100	100	100
44	100	100	100
45	100	100	100
46	100	100	100
47	100	100	100
48	100	100	100
49	100	100	100
50	100	100	100

CURVE DATA

LOT NUMBER	REGULATION	SIZE CLASSIFICATION	GEN. CLASSIFICATION
1	100	100	100
2	100	100	100
3	100	100	100
4	100	100	100
5	100	100	100
6	100	100	100
7	100	100	100
8	100	100	100
9	100	100	100
10	100	100	100
11	100	100	100
12	100	100	100
13	100	100	100
14	100	100	100
15	100	100	100
16	100	100	100
17	100	100	100
18	100	100	100
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21	100	100	100
22	100	100	100
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26	100	100	100
27	100	100	100
28	100	100	100
29	100	100	100
30	100	100	100
31	100	100	100
32	100	100	100
33	100	100	100
34	100	100	100
35	100	100	100
36	100	100	100
37	100	100	100
38	100	100	100
39	100	100	100
40	100	100	100
41	100	100	100
42	100	100	100
43	100	100	100
44	100	100	100
45	100	100	100
46	100	100	100
47	100	100	100
48	100	100	100
49	100	100	100
50	100	100	100



# DETERMINATION OF JUST COMPENSATION CALCULATION

(Pre-Disaster Purchase)

Property Owner(s): Gannon Roland J LIFE ESTATE Tax Parcel ID: 184-00-01-017

Property Address: 107 Shoshone Dr., Darlington, SC 29532 Date Property Purchased by Owner: 2/2/1986 (Gannon Roland J & Roberta T), 12/15/2023 (Gannon Roland J LIFE ESTATE)

Type of Property:  Stick Built  MHU Total # Rooms: 10 # Bedrooms: 5  
 Exterior (choose one):  Brick  Wood  Concrete  Other:

	Highest Appraised Pre-Disaster Value (2016/2018)	\$210,000.00
+	Market Adjustment Incentive	\$60,000.00
	<b>TOTAL PURCHASE PRICE</b>	<b>\$270,000.00</b>
	Moving Incentive	\$5,000.00
+ Low-and-Moderate Income (LMI) Incentive		\$0.00
	<b>TOTAL INCENTIVES</b>	<b>\$5,000.00</b>
	<b>- Total Duplication of Benefits Gap</b>	<b>\$0.00</b>

**TOTAL OFFER TO PURCHASE PRICE \$275,000.00**

(Total Offer Price = Total Purchase Price + Total Incentives - Total Duplication of Benefits Gap)

The CDBG-MIT Voluntary Buyout Program offers incentives to assist owners with the ability to relocate to an area with reduced risk of flooding while not being made worse off financially or in terms of housing quality by participating in the program. The Moving Incentive is to assist homeowners with relocating to a new home and is a maximum of \$5,000. The LMI Incentive is for property owners who have a household income of 80% or less of the AMI for the county they reside in and is a maximum of to \$25,000.

Michael T. Gannon 03/03/2025  
Michael T Gannon Date

Patricia A Gannon Balazs 2/26/2025  
Patricia A Gannon Balazs Date

Mary B Gannon Green 02-26-25  
Mary B Gannon Green Date

Rebecca J Chasen 2/26/2025  
SCOR Representative Date



# SC SCOR, Disaster Recovery Division, CDBG-Mitigation Duplication of Benefits Calculation Worksheet

Prior to the award of assistance, the grantee will use the best, most recent available data from FEMA, the Small Business Administration (SBA), insurers, and any other state and federal sources of funding to prevent the duplication of benefits.

Homeowner Name: Roland & Roberta Gannon Property Address: 107 Shoshone Dr., Darlington SC 29532

County: Darlington

Project ID: BP-22-1600-01

Date Property Purchased: 2/2/1986 Federal Disasters screened for: **2015 2016 2018**

Assistance Received	Total Assistance Received	Total documentation received from homeowner(s)	MIT Inspection report amount and signed affidavit	Special Case Panel - Inspection report with no amount and signed affidavit
National Flood Insurance Program (NFIP)	\$48,230.25		\$64,429.06	
Federal Emergency Management Agency (FEMA)				
Private Insurance				
Community Development Block Grant - Disaster Recovery (CDBG-DR)				
Non-Profit (Fill in Organization Name):				
Other:				
<b>Total</b>	\$48,230.25	\$0.00	\$64,429.06	\$0.00

Signature of Property Owner(s): *Margaret Gannon* *Roberta Gannon*

Date: 2/2/2025

*Michelle T. Gannon*

03/03/2025



HENRY D. MCMASTER, Governor  
BENJAMIN I. DUNCAN II, Chief Resilience Officer

## SUBROGATION AGREEMENT FORM

(sign only if participating in the buyout program)

I grant Darlington County, the State, or their designee(s) subrogation rights, to recover from any person or entity, funds to which I may be entitled for property damage for the October 2015 storm event, October 2016 Hurricane Matthew, or September 2018 Hurricane Florence. I understand that if I receive future assistance for the same purpose as the CDBG-Mitigation funds provided under the State's program, e.g., insurance proceeds received because of a settlement, etc., any funds or benefits received through the State's program will need to be returned to the State according to its Program Guidelines, which are available on the State program website. Darlington County, the State or their designee(s) may recover other funds due me up to the amount of assistance provided by them under the program for which I am applying.

I agree that if I receive additional funds for this same October 2015 storm damage loss, October 2016 Hurricane Matthew loss or September 2018 Hurricane Florence loss, after the buyout is complete, then I will notify SCOR within five (5) days of receipt of the funds. **I will send the notice to 632 Rosewood Drive, Columbia, SC 29201**

*Michael T. Gannon*

03/03/2025

Michael T Gannon

Date

*Patricia A Gannon Balazs*

Patricia A Gannon Balazs

*02/26/2025*

Date

*Mary B Gannon Green*

Mary B Gannon Green

*02-26-25*

Date



HENRY D. MCMASTER, *Governor*  
BENJAMIN I. DUNCAN II, *Chief Resilience Officer*

## PRE-CLOSING LIEN DISCLOSURE

To facilitate the closing process, please identify any/all outstanding liens that may affect the purchase and closing of your property.

All liens will need to be settled/paid prior to or at Closing.

OWNER'S NAME(S): Michael T. Gannon, Patricia A. Gannon Balazs, & Mary B. Gannon Green

PROPERTY ADDRESS: 107 Shoshone Drive, Darlington, SC 29532

HAS MARITAL STATUS CHANGED SINCE ACQUISITION OF THE PROPERTY?  YES  NO

LENDER: _____
LENDER PHONE NO: _____
LOAN NO.: _____

*NA PERB.*

\* Attach additional sheets if necessary.

OTHER KNOWN LIEN HOLDERS:	
NAME: _____	CONTACT INFO: _____
NAME: _____	CONTACT INFO: _____
NAME: _____	CONTACT INFO: _____



HENRY D. MCMASTER, Governor  
BENJAMIN I. DUNCAN II, Chief Resilience Officer

## STATEMENT OF MEETING ATTENDANCE & DOCUMENT REVIEW

February 26, 2025

By signing below, I affirm that I met with **Rebecca Chasen** from the South Carolina Office of Resilience Buyout Team to discuss the purchase of my property located at **107 Shoshone Drive, Darlington, SC 29532**. I understand this process is **voluntary** and at any time I may opt out of the program. During this offer meeting, I was presented with an Offer Packet including items from the below checklist. I understand that I have thirty (30) calendar days from today's date to review the Offer to Purchase packet and respond to SCOR with additional questions, a request to appeal, and/or a decision to accept or decline.

PACKET CHECKLIST:

- Offer to Purchase Letter
- Statement of Determination of Just Compensation
- Duplication of Benefits Calculation Form (if applicable)
- Statement of Voluntary Participation
- Non-Participation Form
- Subrogation Agreement Form
- Contract for Sale of Real Estate
- Pre-Closing Lien Disclosure
- Buyout Offer Appeals Process
- Frequently Asked Questions
- South Carolina Legal Services Pamphlet
- Documents to be returned in self-addressed stamped envelope.
- Appraisal(s)

*Michael T. Gannon*

03/03/2025

ATTENDED VIA PHONE CALL

Michael T Gannon	Date
<i>Patricia A. Gannon Balazs</i>	<i>02/26/2025</i>
Patricia A Gannon Balazs	Date
<i>Mary B Gannon Green</i>	<i>02-26-2025</i>
Mary B Gannon Green	Date
<i>Rebecca Chasen</i>	2/26/2025
SCOR Buyout Representative	Date



HENRY D. MCMASTER, Governor  
BENJAMIN I. DUNCAN II, Chief Resilience Officer

## STATEMENT OF VOLUNTARY PARTICIPATION

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and Darlington County, hereinafter referred to as "County" and GANNON ROLAND J LIFE ESTATE, hereinafter referred to as "Seller." The parties agree as follows:

1. Seller affirms that he/she/they is/are the owner/owners of property located at **-107 Shoshone Drive, Darlington, SC 29532** hereinafter referred to as "Property."
2. County has offered to purchase Property. If Seller agrees to sell, Seller must permanently relocate from Property.
3. County has offered to purchase Property, which offer includes the property value plus eligible incentives.
4. County has notified Seller that Seller is not required to sell property and County will not use its power of eminent domain for the purpose of this project to acquire property if Seller chooses not to sell it.
5. County has notified Seller that if Seller agrees to sell property to County, such a transaction is voluntary.
6. County affirms that it has no intention to acquire the Property by Eminent Domain.

*Michael T. Gannon*

03/03/2025

Michael T Gannon

*Patricia A Gannon Balazs*

Date

*02/26/2025*

Patricia A Gannon Balazs

Date

*Mary B. Gannon Green*

*02/26/2025*

Mary B Gannon Green

Date

*Rebecca Chasen*

2/26/2025

Authorized SCOR Signature

Date

**CONTRACT FOR SALE OF REAL ESTATE  
(PRIMARY RESIDENCE)**

1. **Legally binding Contract:** This Contract is made and entered into by and between the Vested Property Owner(s) **Bobby M. Gainey** (herein after "SELLER(S)") and Buyer, **Darlington County**, (hereinafter "COUNTY"). The SELLER(S) agrees to sell, and COUNTY agrees to buy the below listed legally described real property with improvements and fixtures thereon for an agreed upon consideration as provided by the terms herein.

2. **Contractual Background:** The South Carolina Office of Resilience Disaster Recovery Division (SCOR DRD) and the COUNTY, a body politic, public entity, and Unit of General Local Government (UGLG), are acting in accordance with a COUNTY application for a Community Development Block Grant for Mitigation (CDBG-MIT), and a Grant Agreement executed November 21, 2022.

3. **Buyout Program Funding:** The Buyout Program is funded in part by a U.S. Department of Housing and Urban Development ("HUD") CDBG-MIT for the purpose of the COUNTY to acquire property from voluntary participating residential homeowners who are located in a floodplain, and/or have suffered damage due to flooding during 2015, 2016, or 2018 Presidentially-declared disasters and/or located in a program defined Disaster Risk Reduction Area (DRRA).

4. **Buyout Program Administration:** The Buyout Program is administered by SCOR DRD pursuant to a HUD approved Action Plan, submitted on March 26, 2020, and a SCOR Grant Agreement executed on November 21, 2022, pursuant to Public Law 115-123 and implemented in accordance with Title I of the Housing and Community Development Act of 1974 (HCDA) (42 USC 5301 et seq.).

5. **Property to be Sold:** Subject to the terms and conditions herein, SELLER(S) voluntarily agrees to sell, and COUNTY agrees to purchase the following described property with improvements and fixtures thereon:

**Legal Description:** Lot No. 5 Blk B

**Street Address:** 2425 Sampit Dr., Hartsville, SC 29550

**Tax Map #:** 011-00-01-162 (Lot), 011-00-01-162.001 (MHU)

6. **Voluntary Participation and No Real Estate Listing:** The SELLER(S) represents and warrants

that the SELLER(S) wishes to sell the property voluntarily under this program, and acknowledges that SELLER(S) is/are (a) under NO obligation to sell the Property to the COUNTY under this voluntary program; and (b) SELLER(S) fully understands that Darlington County or the SCOR will NOT use powers of eminent domain to acquire the herein described property under this program if SELLER(S) chooses to voluntarily withdraw from the buyout program prior to or at the time of Closing; and (c) SELLER(S) affirms that any or all previous real estate listing agreements or written real estate contracts made prior to SELLER(S) entering this voluntary CDBG-MIT Buyout program have been revoked and are no longer in effect.

**7. Property Purchase Price.** COUNTY agrees to pay a property purchase price as calculated on the attached Agency Determination of Just Compensation Calculation worksheet. SELLER(S) acknowledges that the calculation is based upon one (or more) pre-disaster Fair Market Value Property Appraisal(s) and any applicable market rate adjustment incentive. The number of appraisals is dependent upon the number of documented Presidentially declared disaster flooding events which impacted the property during the SELLER(S) ownership. Where more than one appraisal was obtained, the Agency Determined Just Compensation Calculation shall use the highest appraised pre-disaster Fair Market Value. SELLER(S) acknowledges that copy(ies) of the Appraisal(s) used as the basis to calculate the pre-disaster Fair Market Value has/have been provided to SELLER(S).

**8. Buyout Eligible Incentives and Program Costs.** SELLER(S) and COUNTY acknowledge that the purpose of the CDBG-MIT Buyout Program is to remove citizens from harm's way of potential future flooding or related disasters. It is the Program's intent to incentivize SELLER(S)'s relocation to areas of reduced risk by providing Program allowable financial incentives payable directly to SELLER(S). SELLER(S) and COUNTY acknowledge that the Property Purchase Price includes payment for any Program incentives for eligible moving expenses and any applicable low-and-moderate-income individual incentives. All eligible incentives are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and incorporated herein. SELLER(S) acknowledges that the costs of the CDBG-MIT Buyout Program, to include applicable Closing costs, are paid by the CDBG-MIT Buyout Program.

**9. Duplication of Benefits:** SELLER(S) acknowledges that Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5144), ("Stafford Act"), requires that a duplication of benefits (DOB) analysis be completed, and that the SELLER(S) has received, in writing, notification of any DOB that is applicable, and that the amount shall be deducted from the property purchase price. Parties acknowledge that Stafford Act prohibits any person from receiving federal financial assistance with respect to this CDBG-MIT Buyout Program for any loss resulting from a Presidentially declared disaster for which SELLER(S) has received financial assistance under any other program or insurance from any source.

a. SELLER(S) acknowledges that DOB calculations if applicable are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and the DOB Calculation worksheet and are incorporated herein.

b. SELLER(S) acknowledges that the funds being used to purchase the property cannot and will not duplicate any future benefits that SELLER may receive for the same purpose from any other sources.

10. **Total Project Purchase Price Payable to SELLER(S)**: The agency determined just compensation property purchase price is \$ 140,000.00, plus \$ 5,000.00, for the applicable incentive payments; less a reduction for \$ 0.00, the duplication of benefits, for a NET Total Project Purchase Price Amount of \$ 145,000.00 (SEE Attached Agency Determination of Just Compensation worksheet)

(a) SELLER(S) acknowledges that SELLER(S) total Project Purchase Price Amount **will be reduced** by any contingent or pro-rata payments identified in Paragraphs 11 and 12 below.

11. **Expiration of the Real Estate Purchase Offer**. SELLER(S) acknowledges that the offer in this Real Estate Purchase Contract is presented on **February 26, 2025**. SELLER(S) acknowledges that this offer shall be reviewable for a period of **30 days** from this date. SELLER(S) agrees to communicate any questions, appeals, decisions, or requests for additional time in writing. SELLER(S) acknowledges that upon SELLER(S) failure to communicate within this timeframe, SCOR may terminate this offer.

12. **Schedule Closing Date**. Once both SELLER(S) and COUNTY have signed this Real Estate Purchase Contract, SCOR will schedule a closing date for completing the purchase. The Closing shall be completed within 90 days of the date of the Real Estate Purchase contract or Title Search Confirmation unless the closing date is further extended by the written agreement by SCOR.

13. **Closing Date is Contingent upon MHU De-Titling**. SELLER(S) acknowledges that the housing structure located on the property is a mobile housing unit (MHU). As such, SELLER(S) acknowledges that the South Carolina Department of Motor Vehicles (SCDMV) has issued a Certificate of Title for the MHU as SELLER(S) personal property. The COUNTY's scheduling of the Closing date for completing the purchase under this Contract is strictly contingent upon COUNTY notification that SELLER(S) title to the property is without defect and that there are no other impediments to Closing the contract for purchase. Upon notice of no impediments, the COUNTY shall notify SELLER(S) to follow COUNTY and SCDMV requirements to de-title the MHU. Upon the COUNTY's determination that the MHU de-tilting requirements have been satisfied, then COUNTY shall proceed with scheduling of the Closing date for purchase under this Contract. Failure of SELLER(S) to satisfactorily de-title the MHU, as required herein shall void this Contract, and the COUNTY shall not schedule a Closing date, and the obligations of either party pursuant to this Contract shall be nullified, voided, and canceled.

14. **Priority of Payment of Proceeds**. SELLER(S) acknowledges that all liens on the property, including any real property taxes, environmental fees, or other county

assessments/liens/encumbrances, will be due and payable on the date of Closing. At the Closing, the priority payments for all liens, real property taxes, environmental fees, etc., shall be withdrawn from the proceeds of sale with all remainder of proceeds then payable to SELLER(S), plus payment for applicable program incentives to SELLER(S).

**15. Payment Contingent Upon Following:** Payment under the terms of this Contract shall be due at the time of the Closing. Upon the execution of the Contract, SCOR shall schedule the Closing date. Payment of any funds due to SELLER(S) under this Contract is strictly contingent upon the following: (a) approval of the SELLER(S)'S title; (b) the execution at Closing of a general warranty deed, conveying marketable title for the Property in fee simple with all Program required restrictive covenants contained therein; (c) the Property must be clear of all mortgages, liens, and other encumbrances, including any unpaid laborers' and materialmen's liens; and (d) any outstanding real estate taxes, rents, dues, fees, utility bills, and any other expenses relating to the Property, shall be due and pro-rated (if appropriate) as of the date of Closing and SHALL BE PAID from the SELLER(S)'s proceeds of the sale.

**16. SELLER(S) Execute All Documents.** SELLER(S) will execute all requested documents necessary to transfer the property, and SELLER(S) agrees to execute all documents in the future as may be required by the COUNTY, State of South Carolina, and/or HUD to complete this transaction and to comply with County, State, or Federal regulations. It is further understood that the SELLER(S) will return to SCOR any disaster benefit/aid money received by the SELLER(S) if any of the disaster aid monies are determined to be a DOB. The future DOB shall be acknowledged by SELLER(S) in the attached subrogation agreement is incorporated herein.

**17. SELLER(S) Consultation with Attorney.** SELLER(S) acknowledges that SELLER(S) (a) has had an opportunity to review this Contract; (b) SELLER(S) has had an opportunity, if the SELLER(S) so chooses, to contact and retain an attorney of SELLER(S)'s choice to review this Contract prior to signing; and (c) SELLER(S) fully understands the nature of this Contract and hereby releases and agrees to hold the State of South Carolina harmless from any and all claims arising out of or related to this Contract or anything incidental to the sale of the Property.

**The SELLER(S) shall release and indemnify the State of South Carolina and COUNTY from and against any suits, damages, obligations, or liability regardless of the negligence, alleged misrepresentations, or other intentional or unintentional acts of the COUNTY, or the State of South Carolina, or any acts of the officers, agents, employees, or subcontractors performed in relation to this contract, the administration of this buyout program, or any aspect of floodplain administration.**

**18. Possession of the Property at Closing.** SELLER(S) and/or SELLER(S)'s tenant(s) (if applicable), MUST VACATE THE PROPERTY AT LEAST 48 HOURS PRIOR TO THE SCHEDULED CLOSING. Possession of the Property shall be turned over to the COUNTY at the time of the Closing. At least 48 hours prior to the Closing date, SELLER(S) shall submit to SCOR a signed notice stating the following: (a) that the property is vacated; (b) that all utilities are turned

off; (c) that SELLER(S) has submitted a signed acknowledgement by the utility company stating that the utility account(s) are/is closed; and (d) SELLER(S) shall notify that property is ready for a SCOR Compliance Inspection so that all required inspections occur prior to the date of the Closing. SELLER(S) shall surrender all keys to the property at the Closing.

19. **Material Defect.** If the title examination, county compliance inspection, boundary line survey, or other information received discloses a material defect, COUNTY may accept the Property with the defect or require that the SELLER(S) attempt to remedy the defect within 30 days after its discovery. If defect is not remedied within that period, COUNTY may elect to rescind and vacate this CONTRACT in writing to the SELLER(S).

20. **Property Deed** shall be made in the name of Darlington County Government.

21. **Binding Effect of this Contract.** This Contract shall be for the benefit of, and be binding upon, the parties, their heirs, successors, legal representatives, and assigns. It constitutes the entire Contract between the parties. No modification of this Contract shall be binding unless signed by both SELLER(S) and COUNTY.

22. **Governing Law.** This Contract shall be governed and interpreted in accordance with the laws of South Carolina.

23. **Cooperation.** COUNTY and SELLER(S) agree to take promptly all actions reasonably necessary to carry out the responsibilities and obligations of this Contract. For those properties where SELLER has rented to a third-party tenant, SELLER shall comply with all COUNTY and/or SCOR-DRD requests for tenant information. Seller shall provide mandated notices to tenant(s) and follow all COUNTY and/or SCOR-DRD directives as mandated by the Uniform Relocation Assistance and Real Property Acquisitions Act, (URA) as amended (42 U.S.C. 4601 et seq.) (49 CFR Part 24).

24. **Other Terms.** The following terms and conditions supplement or supersede other provisions of this Contract: The SELLER(S) will not remove any items considered real property, such as building materials, fixtures, or improvements, and the COUNTY will not permit any materials to be salvaged at this time or at the time of demolition by the SELLER(S). Any violation of this provision may result in changing the fair market value of the Property.

25. **Facsimile and other Electronic Means:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and 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 original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

26. **Non-Foreign Affidavit.** SELLER(S) warrants that SELLER(S) is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and will execute a certificate to that effect at Closing.

27. **No Relocation Benefits Eligible under URA.** The SELLER(S) understands that this real estate purchase contract represents a voluntary transaction, and that SELLER(S) is not eligible for any relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Act ("URA") (42 U.S.C. 4601 et seq.) (49 CFR Part 24). The SELLER(S) acknowledges there are no tenants residing in their household.

28. **No Assignment.** Any assignment or other transfer of this Agreement without the written consent of the other party shall be null and void and of no force or effect.

29. **Effective Date.** This Contract shall take effect on the date the COUNTY accepts SELLER(S) signed contract.

30. **Darlington County Ordinance Process.** SELLER(S) acknowledge(s) and understand(s) that before the COUNTY is authorized to execute/sign this Contract for the Sale of Real Estate, COUNTY must follow Darlington County Council's public hearing and ordinance passage process. The ordinance passage process involves a three-reading procedure where an ordinance for purchase of property under the Buyout Program is presented at 3 consecutive County Council Meetings and will be presented for at least one public hearing. SELLER(S) acknowledge(s), understand(s), and **agree(s)** that during the third (3<sup>rd</sup>) and final reading of the ordinance, the COUNTY will disclose the above named property tax map parcel identification number, address, and the location of a relevant plat (if any) filed with the Clerk of Court for Darlington County. Parties acknowledge and understand that this ordinance and public hearing process is required per South Carolina Code of Laws, Section 4-9-120, 4-9-30(2), and 4-9-130, and strictly adheres to Op. S.C. Att'y Gen., 2009 WL 580557 (February 17, 2009) and Op. S.C. Att'y Gen. 2023 WL 6036770 (September 08, 2023), thus ensuring that legal ownership is acquired by COUNTY.

BMG

RJC

IN WITNESS WHEREOF, the undersigned have executed this Contract and acknowledges that such terms and conveyance is binding upon the heirs, executors, successors and assigns of all parties.



SELLER(S): \_\_\_\_\_

Bobby Gainey

Address: 2425 Sampit Drive, Hartsville, SC 29550

Date: 03/09/2025

Accepted by Darlington County on the 9th  
day of April, 2025.

By:   
Darlington County Representative

Funding Source acknowledged by the  
South Carolina of Resilience

By: Rebecca J Chasen  
SCOR Representative

Handwritten notes in the top left margin, including the number '191' and some illegible scribbles.

Handwritten numbers '19' and '20' in the left margin.

Handwritten header text: *SALES REPORT FOR THE YEAR 1911*

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217 S Mary Street Real Estate Purchase Contract

**CONTRACT FOR SALE OF REAL ESTATE  
(PRIMARY RESIDENCE)**

- 1. Legally binding Contract:** This Contract is made and entered into by and between the Vested Property Owner(s) Robert and Geraldine Benjamin (herein after "SELLER(S)") and Buyer, Darlington County, (hereinafter "COUNTY"). The SELLER(S) agrees to sell, and COUNTY agrees to buy the below listed legally described real property with improvements and fixtures thereon for an agreed upon consideration as provided by the terms herein.
- 2. Contractual Background:** The South Carolina Office of Resilience Disaster Recovery Division (SCOR DRD) and the COUNTY, a body politic, public entity, and Unit of General Local Government (UGLG), are acting in accordance with a COUNTY application for a Community Development Block Grant for Mitigation (CDBG-MIT), and a Grant Agreement executed November 21, 2022.
- 3. Buyout Program Funding:** The Buyout Program is funded in part by a U.S. Department of Housing and Urban Development ("HUD") CDBG-MIT for the purpose of the COUNTY to acquire property from voluntary participating residential homeowners who are located in a floodplain, and/or have suffered damage due to flooding during 2015, 2016, or 2018 Presidentially-declared disasters and/or located in a program defined Disaster Risk Reduction Area (DRRA).
- 4. Buyout Program Administration:** The Buyout Program is administered by SCOR DRD pursuant to a HUD approved Action Plan, submitted on March 26, 2020, and a SCOR Grant Agreement executed on July 31, 2020, pursuant to Public Law 115-123 and implemented in accordance with Title I of the Housing and Community Development Act of 1974 (HCDA) (42 USC 5301 et seq.).
- 5. Property to be Sold:** Subject to the terms and conditions herein, SELLER(S) voluntarily agrees to sell, and COUNTY agrees to purchase the following described property with improvements and fixtures thereon:

**Legal Description:** Lot Nos. 53 and 54

**Street Address:** 217 S. Mary St., Hartsville, SC 29550

**Tax Map #:** 056-04-04-040
- 6. Voluntary Participation and No Real Estate Listing:** The SELLER(S) represents and warrants

### 217 S Mary Street Real Estate Purchase Contract

that the SELLER(S) wishes to sell the property voluntarily under this program, and acknowledges that SELLER(S) is/are (a) under NO obligation to sell the Property to the COUNTY under this voluntary program; and (b) SELLER(S) fully understands that Darlington County or the SCOR will NOT use powers of eminent domain to acquire the herein described property under this program if SELLER(S) chooses to voluntarily withdraw from the buyout program prior to or at the time of Closing; and (c) SELLER(S) affirms that any or all previous real estate listing agreements or written real estate contracts made prior to SELLER(S) entering this voluntary CDBG-MIT Buyout program have been revoked and are no longer in effect.

**7. Property Purchase Price.** COUNTY agrees to pay a property purchase price as calculated on the attached Agency Determination of Just Compensation Calculation worksheet. SELLER(S) acknowledges that the calculation is based upon one (or more) pre-disaster Fair Market Value Property Appraisal(s) and any applicable market rate adjustment incentive. The number of appraisals is dependent upon the number of documented Presidentially declared disaster flooding events which impacted the property during the SELLER(S) ownership. Where more than one appraisal was obtained, the Agency Determined Just Compensation Calculation shall use the highest appraised pre-disaster Fair Market Value. SELLER(S) acknowledges that copy(ies) of the Appraisal(s) used as the basis to calculate the pre-disaster Fair Market Value has/have been provided to SELLER(S).

**8. Buyout Eligible Incentives and Program Costs.** SELLER(S) and COUNTY acknowledge that the purpose of the CDBG-MIT Buyout Program is to remove citizens from harm's way of potential future flooding or related disasters. It is the Program's intent to incentivize SELLER(S)'s relocation to areas of reduced risk by providing Program allowable financial incentives payable directly to SELLER(S). SELLER(S) and COUNTY acknowledge that the Property Purchase Price includes payment for any Program incentives for eligible moving expenses and any applicable low-and-moderate-income individual incentives. All eligible incentives are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and incorporated herein. SELLER(S) acknowledges that the costs of the CDBG-MIT Buyout Program, to include applicable Closing costs, are paid by the CDBG-MIT Buyout Program.

**9. Duplication of Benefits:** SELLER(S) acknowledges that Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5144), ("Stafford Act"), requires that a duplication of benefits (DOB) analysis be completed, and that the SELLER(S) has received, in writing, notification of any DOB that is applicable, and that the amount shall be deducted from the property purchase price. Parties acknowledge that Stafford Act prohibits any person from receiving federal financial assistance with respect to this CDBG-MIT Buyout Program for any loss resulting from a Presidentially declared disaster for which SELLER(S) has received financial assistance under any other program or insurance from any source.

a. SELLER(S) acknowledges that DOB calculations if applicable are reflected on the attached Agency Determination of Just Compensation Calculation worksheet and the DOB Calculation worksheet and are incorporated herein.

217 S Mary Street Real Estate Purchase Contract

b. SELLER(S) acknowledges that the funds being used to purchase the property cannot and will not duplicate any future benefits that SELLER may receive for the same purpose from any other sources.

10. Total Project Purchase Price Payable to SELLER(S): The agency determined just compensation property purchase price is \$ 130,000.00, plus \$ 30,000.00, for the applicable incentive payments; less a reduction for \$0.00, the duplication of benefits, for a NET Total Project Purchase Price Amount of \$ 160,000.00 (SEE Attached Agency Determination of Just Compensation worksheet)

(a) SELLER(S) acknowledges that SELLER(S) total Project Purchase Price Amount will be reduced by any contingent or pro-rata payments identified in Paragraphs 11 and 12 below.

11. Expiration of the Real Estate Purchase Offer. SELLER(S) acknowledges that the offer in this Real Estate Purchase Contract is presented on January 8, 2025. SELLER(S) acknowledges that this offer shall be reviewable for a period of 30 days from this date. SELLER(S) agrees to communicate any questions, appeals, decisions, or requests for additional time in writing. SELLER(S) acknowledges that upon SELLER(S) failure to communicate within this timeframe, SCOR may terminate this offer.

12. Schedule Closing Date. Once both SELLER(S) and COUNTY have signed this Real Estate Purchase Contract, SCOR will schedule a closing date for completing the purchase. The Closing shall be completed within 90 days of the date of the Real Estate Purchase contract or Title Search Confirmation unless the closing date is further extended by the written agreement by SCOR.

13. Priority of Payment of Proceeds. SELLER(S) acknowledges that all liens on the property, including any real property taxes, environmental fees, or other county assessments/liens/encumbrances, will be due and payable on the date of Closing. At the Closing, the priority payments for all liens, real property taxes, environmental fees, etc., shall be withdrawn from the proceeds of sale with all remainder of proceeds then payable to SELLER(S), plus payment for applicable program incentives to SELLER(S).

14. Payment Contingent Upon Following: Payment under the terms of this Contract shall be due at the time of the Closing. Upon the execution of the Contract, SCOR shall schedule the Closing date. Payment of any funds due to SELLER(S) under this Contract is strictly contingent upon the following: (a) approval of the SELLER(S)'S title; (b) the execution at Closing of a general warranty deed, conveying marketable title for the Property in fee simple with all Program required restrictive covenants contained therein; (c) the Property must be clear of all mortgages, liens, and other encumbrances, including any unpaid laborers' and materialmen's liens; and (d) any outstanding real estate taxes, rents, dues, fees, utility bills, and any other expenses relating to the Property, shall be due and pro-rated (if appropriate) as of the date of Closing and SHALL BE PAID from the

217 S Mary Street Real Estate Purchase Contract

SELLER(S)'s proceeds of the sale.

15. **SELLER(S) Execute All Documents.** SELLER(S) will execute all requested documents necessary to transfer the property, and SELLER(S) agrees to execute all documents in the future as may be required by the COUNTY, State of South Carolina, and/or HUD to complete this transaction and to comply with County, State, or Federal regulations. It is further understood that the SELLER(S) will return to SCOR any disaster benefit/aid money received by the SELLER(S) if any of the disaster aid monies are determined to be a DOB. The future DOB shall be acknowledged by SELLER(S) in the attached subrogation agreement is incorporated herein.

16. **SELLER(S) Consultation with Attorney.** SELLER(S) acknowledges that SELLER(S) (a) has had an opportunity to review this Contract; (b) SELLER(S) has had an opportunity, if the SELLER(S) so chooses, to contact and retain an attorney of SELLER(S)'s choice to review this Contract prior to signing; and (c) SELLER(S) fully understands the nature of this Contract and hereby releases and agrees to hold the State of South Carolina harmless from any and all claims arising out of or related to this Contract or anything incidental to the sale of the Property.

The SELLER(S) shall release and indemnify the State of South Carolina and COUNTY from and against any suits, damages, obligations, or liability regardless of the negligence, alleged misrepresentations, or other intentional or unintentional acts of the COUNTY, or the State of South Carolina, or any acts of the officers, agents, employees, or subcontractors performed in relation to this contract, the administration of this buyout program, or any aspect of floodplain administration.

17. **Possession of the Property at Closing.** SELLER(S) and/or SELLER(S)'s tenant(s) (if applicable), MUST VACATE THE PROPERTY AT LEAST 48 HOURS PRIOR TO THE SCHEDULED CLOSING. Possession of the Property shall be turned over to the COUNTY at the time of the Closing. At least 48 hours prior to the Closing date, SELLER(S) shall submit to SCOR a signed notice stating the following: (a) that the property is vacated; (b) that all utilities are turned off; (c) that SELLER(S) has submitted a signed acknowledgement by the utility company stating that the utility account(s) are/is closed; and (d) SELLER(S) shall notify that property is ready for a SCOR Compliance Inspection so that all required inspections occur prior to the date of the Closing. SELLER(S) shall surrender all keys to the property at the Closing.

18. **Material Defect.** If the title examination, county compliance inspection, boundary line survey, or other information received discloses a material defect, COUNTY may accept the Property with the defect or require that the SELLER(S) attempt to remedy the defect within 30 days after its discovery. If defect is not remedied within that period, COUNTY may elect to rescind and vacate this CONTRACT in writing to the SELLER(S).

19. **Property Deed** shall be made in the name of Darlington County Government.

20. **Binding Effect of this Contract.** This Contract shall be for the benefit of, and be binding

217 S Mary Street Real Estate Purchase Contract

upon, the parties, their heirs, successors, legal representatives, and assigns. It constitutes the entire Contract between the parties. No modification of this Contract shall be binding unless signed by both SELLER(S) and COUNTY.

21. **Governing Law.** This Contract shall be governed and interpreted in accordance with the laws of South Carolina.

22. **Cooperation.** COUNTY and SELLER(S) agree to take promptly all actions reasonably necessary to carry out the responsibilities and obligations of this Contract. For those properties where SELLER has rented to a third-party tenant, SELLER shall comply with all COUNTY and/or SCOR-DRD requests for tenant information. Seller shall provide mandated notices to tenant(s) and follow all COUNTY and/or SCOR-DRD directives as mandated by the Uniform Relocation Assistance and Real Property Acquisitions Act, (URA) as amended (42 U.S.C. 4601 et seq.) (49 CFR Part 24).

23. **Other Terms.** The following terms and conditions supplement or supersede other provisions of this Contract: The SELLER(S) will not remove any items considered real property, such as building materials, fixtures, or improvements, and the COUNTY will not permit any materials to be salvaged at this time or at the time of demolition by the SELLER(S). Any violation of this provision may result in changing the fair market value of the Property.

24. **Facsimile and other Electronic Means:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and 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 original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

25. **Non-Foreign Affidavit.** SELLER(S) warrants that SELLER(S) is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and will execute a certificate to that effect at Closing.

26. **No Relocation Benefits Eligible under URA.** The SELLER(S) understands that this real estate purchase contract represents a voluntary transaction, and that SELLER(S) is not eligible for any relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Act ("URA") (42 U.S.C. 4601 et seq.) (49 CFR Part 24). The SELLER(S) acknowledges there are no tenants residing in their household.

27. **No Assignment.** Any assignment or other transfer of this Agreement without the written consent of the other party shall be null and void and of no force or effect.

217 S Mary Street Real Estate Purchase Contract

28. **Effective Date.** This Contract shall take effect on the date the COUNTY accepts SELLER(S) signed contract.

IN WITNESS WHEREOF, the undersigned have executed this Contract and acknowledges that such terms and conveyance is binding upon the heirs, executors, successors and assigns of all parties.

SELLER(S): Rob. Benjamin  
Robert Benjamin

Geraldine Benjamin  
Geraldine Benjamin

Address: 217 S Mary St  
Hartsville, SC 29550

Date: 03/10/2025

Accepted by Darlington County on the 7<sup>th</sup>  
day of April, 2025.

By: [Signature]  
Darlington County Representative

Funding Source acknowledged by the  
South Carolina of Resilience

By: Nancy M. Mott 3 10 25  
SCOR Representative



# Darlington County Recording Page



Darlington Clerk of Court / ROD  
**Scott B. Suggs**  
Darlington County Courthouse  
110 N. Main St.  
Darlington, SC 29532  
(843) 398-4330

OrdinanceNo : **2026-09**



Doc ID - 004176320084

On (Recorded Date) : **6/9/2026**  
At (Recorded Time) : **4:18:17 PM**

Recording Pages : **84**  
Recording Fee : **\$0.00**

**Please keep this Cover Page with the Original Document**  
**This sheet is now part of this document, please leave attached.**

Index Type : **ORDINANCE**  
Type of Instrument :  
Type of Transaction: **Ordinance**

First INDEXED NAME

DARLINGTON COUNTY COUNCIL

Received From :  
DARLINGTON COUNTY COUNCIL

Return To :

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The attached document including this Cover Page was recorded in the County Recorder's office of  
Darlington County, South Carolina

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Printed on: Tuesday, June 9, 2026 4:19 pm

404 Watson Cir.

**J. JaNet Bishop**

**From:** Miramonti, Nancy <Nancy.Miramonti@scor.sc.gov>  
**Sent:** Thursday, April 10, 2025 9:40 AM  
**To:** J. JaNet Bishop  
**Subject:** RE: [External] FW: Darlington County Buyout -- Offers for signature

**Caution:** CAUTION: This email originated from outside of Darlington County Govt. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,  
We do not have a contract for 404 Watson at this time. This property owner agreed to have his information read out prior to receiving an offer.  
Thanks,



**Nancy Miramonti**  
Mitigation Buyout Program Manager  
**South Carolina Office of Resilience**  
632 Rosewood Drive, Columbia, SC 29201  
(803) 667-7360  
[scor.sc.gov](http://scor.sc.gov)



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*WARNING: All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA), §30-410 SC Code of Laws.*

**From:** J. JaNet Bishop <jbishop@darcosc.net>  
**Sent:** Thursday, April 10, 2025 9:31 AM  
**To:** Miramonti, Nancy <Nancy.Miramonti@scor.sc.gov>  
**Subject:** [External] FW: Darlington County Buyout -- Offers for signature

The contract for 404 Watson (Parcel # 036-05-01-009) is missing.

*J. JaNet Bishop, Clerk to Council  
County Administrator's Office  
1 Public Square, Room 210  
Darlington, SC 29532  
Website: [www.darcosc.com](http://www.darcosc.com)  
Direct: 843-944-8270  
Office: 843-398-4100*