

ORDINANCE NO. 25-08

AN ORDINANCE AUTHORIZING DARLINGTON COUNTY TO ACCEPT OWNERSHIP AND RESPONSIBILITY OF PROPERTY THROUGH THE BUYOUT PROGRAM WITH SOUTH CAROLINA OFFICE OF RESILIENCE (SCOR), GROUP 2

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:** 856 Oleander Dr., Darlington, SC
Tax Map No.: 163-00-05-031
Plat Book 53 **at Page** 165

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.

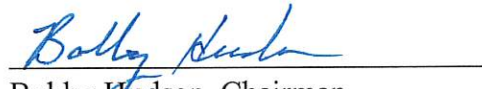
4. This Ordinance shall take effect and be in full force upon the third reading and enactment by the County Council; provided, however, the effective date of the attached Contracts(s) for Sale of Real Estate shall be the date of the full execution of each contract by the last party signing, and their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

ORDAINED in meeting duly assembled this 5th day of May, 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: March 3, 2025
Second Reading: April 1, 2025
Third Reading: May 5, 2025
Public Hearing: May 5, 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) **Galloway Bonnie & Wayne H Life Estates** (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: Designated as Lot No. 2

Street Address: 856 Oleander Drive, Darlington, South Carolina 29532

Tax Map #: 163-00-05-031

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 \$ 210,000.00, 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 \$ 240,000.00 (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 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.

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 (3rd) 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): Bernie Gallant
Wayne H. Galloy
Conce Hodge

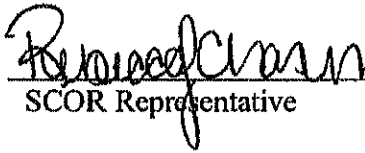
Address: 856 Oleander Drive
Darlington, South Carolina 29532

Date: 26 MAR 25

Accepted by Darlington County on the 14th
day of May, 2025

By: [Signature]
Darlington County Representative

Funding Source acknowledged by the
South Carolina of Resilience

By: 
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 : **2025-12**



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