GREEN SPACE PROGRAM "GRANT" AGREEMENT

This agreement ("Agreement"), made as of the ____ day of ______________ , 2025, by and between the County of Beaufort ("County"), the Town of Bluffton ("Grantee"), and, if applicable, the landowner ("Landowner") (collectively referred to as the "Parties"), is for the preservation of certain real property known as the Buckwalter PUD Tracts – Parcels 5A and 5B located in Beaufort County, South Carolina as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"). By signing this Agreement or accepting any of the Grant funds, the Parties agree to comply with and consent to the terms and conditions set forth herein.

I. **Grant Award and Reimbursement of Qualified Due Diligence Expenses.**

A. **Application Grant Award**. The County hereby awards funding in the amount of $TBD (the "Grant") to Grantee for the procurement of an interest in real property in perpetuity for preservation and conservation purposes as set forth in Grantee's application for funding ("Application"), which was approved pursuant to the Beaufort County Green Space Program Ordinance (Chapter 38, Article VII of the Beaufort County Code) by Resolution 2025/56 of Beaufort County Council on September 22, 2025. All representations made by Grantee in the Green Space Program Application and during any public meetings of the Green Space Advisory Committee or of the Beaufort County Council, and as referenced in the approved Resolution are incorporated by reference into this Grant Agreement.

B. **Reimbursement of Qualified Due Diligence Expenses.**

1. _________ (enter N/A if no approved reimbursements)

OR

2. The County hereby awards funding to Grantee in the amount of $TBD for reimbursement of due diligence expenses that the County has determined are eligible for reimbursement from the due diligence budget approved for the Application by the Natural Resources Committee of Beaufort County Council on January 13, 2025 pursuant to the Beaufort County Green Space Program Ordinance (Chapter 38, Article VII of the Beaufort County Code). All representations made by Grantee in the Due Diligence Reimbursement Request Form submitted by the Grantee to the County are incorporated by reference into this Grant Agreement.

Reviewed by Beaufort County

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Legal Department

II. **Summary Terms of Grant and Expense Reimbursement**.

A.	Total Amount:	$TBD
B.	Property:	Buckwalter PUD Tracts – Parcels 5A and 5B
C.	County:	Beaufort County
D.	Acres:	240 +/- Acres
E.	Grantee:	Town of Bluffton
F.	Procurement Number:	GSP-TBD
G.	Escrow Agent:	Finger, Melnick, Brooks & LaBruce, P.A.

III. **Availability of Funds**. The release of any Grant and Reimbursement monies is subject to the availability of Green Space Program funding.

IV. **Use of Grant Funds**. The County awards this Grant in reliance upon the accuracy and completeness of the Grantee's Application and supporting documents and any of Grantee's representations made during public meetings. Grant funds may only be used for the procurement of real property interests for conservation purposes, as represented in the Application and public meetings, and as approved by the County Council of Beaufort. Any material changes to the scope or purpose of the Project, as determined in the sole discretion of the County, arising after County Council approved the Grant ("Date Authorized"), unless subsequently ratified, shall render this Agreement null and void.

V. **Conditions for Disbursement of Green Space Funds**. As a condition to disbursement of the Grant Funds, the County shall determine in its sole discretion whether all required due diligence items either provided by Grantee or obtained by the County are satisfactory and sufficient to permit release of the Grant funds, including:

A. Cover letter listing the final project details, a proposed closing date and the closing escrow agent. The designated escrow agent shall have an active state vendor number, except that if Grantee is a federal, state or local governmental entity the escrow agent may be an approved vendor of such governmental entity if it does not have an active state vendor number;

B. Final appraisal of the Property completed, listing the County as an intended user, and being prepared within 6 months of request for disbursement;

C. A Phase One Environmental hazard assessment showing no Recognized Environmental Concerns;

D. A signed and executed contract, if any, between Grantee and Landowner;

E. Updated Title Insurance Commitment Letter;

F. A boundary survey which for fee simple procurements shall require a plat in recordable form and when appropriate, as determined by the County, a topographic survey, tree survey and/or archeological survey;

G. A signed copy of this Grant Agreement by the Grantee and, for conservation easements, also by the Landowner;

H. If applicable, a signed copy of a subordination agreement by a mortgage holder or other similar party with senior priority rights in the Property; and

I. Any other data, acknowledgement, or documentation requested by the County.

VI. **Additional Terms for Disbursement of Grant Funds for Fee Simple Interests.**

A. A final recordable form of a declaration of covenants and restrictions containing such conditions and restrictions as the County requires, with the County as a named beneficiary with power to enforce the covenants and restrictions.

VII. **Additional Terms for Disbursement of Grant Funds for Conservation Easements**.

A. A copy of the Conservation Easement in final recordable form;

B. A management/financial resources plan or baseline documentation report (BDR) (including a description of how the property will be managed to protect the conservation values of the property).

VIII. **Discrepancies**.

A. <u>Acreage Discrepancies.</u> If the interest in the Property is reduced in acreage up to 10% as to that stated in the Application, the County may reduce the award on a proportional per acre basis. However, a reduction of acreage exceeding 10% shall be deemed material and will render the original Grant null and void.

B. <u>Valuation Discrepancies.</u> In the event that the property values represented in the Application and supporting documentation materially deviate by the time Grantee requests funds for closing, as determined by the final appraisal, the County reserves the right to require the Grantee to resubmit the application for reconsideration with updated financial figures. Please note that under no circumstances will the County's Grant exceed the appraised fair market value of the property interest being purchased.

IX. **Release of Grant Funds**. The County will release the Grant funds once Grantee executes this Grant Agreement and satisfies all other related terms and conditions, as determined by the County in its sole discretion.

X. **Closing Deadline.** Closing must be scheduled within 60 days of the release of Grant funds, unless otherwise approved by the County.

XI. **Closing Package.** Grantee shall provide the documents listed below ("Closing Package") to the County, **within 90 days of closing** the real estate transaction subject to the Application. The Closing Package shall include:

A. Cover letter listing all enclosed documents, a full accounting of the use of Grant funds, a list of all contributing partners, and a brief acknowledgement that Grantee has satisfied the objectives, terms and conditions of the Project, as set forth in the Application and public meetings;

B. Copy of the signed closing statement;

C. Copy of recorded Grant Agreement;

D. Copies of final due diligence and legal documents, and all other recorded documents; and

E. Copy of Title Insurance Binder;

F. All other documentation requested by the County.

XII. **Recorded Grant Agreement**. This executed Grant Agreement must be recorded on the deed(s) of the real estate interest(s) subject to the Grant. A copy of the recorded Grant Agreement must be submitted in the Closing Package.

XIII. **Inspection Reports**. A copy of all inspection reports must be made available upon request by the County and provided to the County within 30 days of the request. In all instances, the Grantee is required to give the County notice of any stewardship concern that materially threatens the conservation purposes of the Grant within 30 days of discovering it. Electronic copies of the Grantee's stewardship reports are acceptable.

XIV. **Indemnification**. Grantee and if applicable, Landowner, agrees to indemnify, defend and hold harmless the County from and against any loss, cost, or damage of any kind arising out of its breach of this Agreement, and or its negligence or willful misconduct. This indemnification provision shall not apply to a Grantee or Landowner that is a federal, state, or local governmental entity.

XV. **Title Insurance Proceeds**. Proceeds arising out of any perfected claim against title will be shared in proportion to the County's Grant, as compared to the total cash funds provided from all sources for the acquisition of the interests in the land.

XVI. **Reversion of Grant Funds**. Grantee will immediately return to the County any unexpended funds at the end of the Grant period (if applicable). Funds also shall be immediately returned if the County terminates the Grant in accordance with Article V or Article XV.

XVII. **Termination.** The County may terminate the Grant (including any further funding thereof) immediately if, in its sole discretion, it determines the Grantee has breached this Agreement, has not made adequate attempts to fulfill the terms of the Grant, has made a misrepresentation about the organization, including its 501(c)(3) status, or the Project, files bankruptcy, or has misappropriated Grant funds.

XVIII. **Accounting.** Grantee is responsible for the proper expenditure and accounting of funds, and for maintaining adequate supporting records consistent with generally accepted accounting practices. Grantee's financial and accounting records relating to the Grant must be made available for examination by the County staff for three (3) years after the closing date.

XIX. **Limit of Commitment**. The County has no obligation to provide any support beyond the Grant period, unless otherwise agreed to in writing between the Parties.

XX. **Applicable Law**. This Grant shall be governed by and construed in accordance with the laws of South Carolina. In carrying out the Project, Grantee will comply with all applicable laws, regulations, and rules, and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

XXI. **Legal Relationship and Liability**. Nothing contained herein shall create a partnership, joint venture, employment, agency or fiduciary relationship between the parties. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Agreement. Neither party to this Agreement shall be liable to the other party for any consequential, punitive, special or exemplary damages (including lost profits) resulting from or arising out of any breach of this Agreement, or any party's performance under this Agreement.

XXII. **Counterparts.** This Agreement may be executed in any number of counterparts (or upon separate signature pages bound together in one or more counterparts), each executed counterpart constituting an original agreement, but altogether constituting only one agreement. This Agreement may be executed via facsimile or electronic document (including PDF) signature.

XXIII. **Escrow Agent**. All approved Grant funds shall be disbursed to the designated escrow agent for the procurement of the real estate interest as set forth in the Grant Application. As an exception, if the Grantee owns the property interest prior to the release of the Grant Award, Grantee may request payment be made directly to the Grantee. In such circumstances, the Grantee must provide documentation to ensure that the Grant Award is consistent with all laws and regulations, including the County's internal policies, governing eligible use of funds.

XXIV. **Entire Agreement**. This Grant Agreement constitutes the entire agreement between the Grantee and the County. No oral representations or other agreements have been made by the Grantee or the County except as stated herein.

XXV. **Permanent Protection of Property Interest**. The Parties acknowledge and agree that the use of County monies to acquire the interest in the Property will render the Property ***permanently*** protected. Any subsequent change to the use or legal status of the Property that undermines its permanent protection shall constitute a breach of contract and entitle the County to seek legal remedies, including the reimbursement of grant funds.

XXVI. **Permanency of Property Protection Unaffected by Donor's Qualification for Associated Tax Deductions**. The Parties agree and acknowledge that the limitations and restrictions on the uses of the Property effectuating its permanent protection, as set forth in this Grant Agreement, or by reference to collateral deeds, conservation easements, etc., will remain intact and unaffected even if a court or governmental body subsequently determines that the underlying transaction or a component thereof fails to satisfy the requirements necessary to qualify for a federal or state tax deduction.

XXVII. **State and Federal Tax Deductions and Credits.** The County makes NO representations that the proposed transaction will qualify for federal or state conservation-related tax deductions or credits. The undersigned participating Landowner shall be solely responsible for any tax considerations and should rely on independent tax advisors for counsel on such matters.

XXVIII. **Post-Closing Mortgages and Liens.** If Grantee acquires a fee simple interest in real property with the Grant, Grantee nor any successor owner may encumber the Grant Property thereafter with any lien or mortgage unless expressly approved in writing by the County Administrator. This provision shall not apply when the Grant funds the acquisition of a conservation easement interest. Notwithstanding the foregoing, any preexisting lien or mortgage on the Property must be satisfied or subordinated prior to Closing.

Beaufort County, South Carolina
By:

______________________________________ ____________________________
Name: Michael Moore Date
Title: County Administrator

____
Witness 1
Printed Name:

____
Witness 2
Printed Name:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

I, _________________________________, do hereby certify that Michael Moore personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _______________, 20___.

____________________________ (official seal)
Notary Public of South Carolina
My commission expires: ________________

Reviewed by Beaufort County

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Legal Department

We hereby acknowledge that we have read, understand and agree to the terms of this Grant Agreement.

GRANTEE:

THE TOWN OF BLUFFTON,
SOUTH CAROLINA

_______________________________________ _____________________________
Larry Toomer, Mayor Date

_______________________________________ _____________________________
Steven Steese, Town Manager Date

____
Witness 1
Printed Name ____________________________

____
Witness 2
Printed Name: ___________________________

NOTARY FORM

STATE OF ______________________________

COUNTY OF ____________________________

I, ______________________________________ a Notary Public for said County and State, do hereby certify that ______________________________________ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _______________, 20___.

_____________________________ (Official Seal)
Notary Public
My commission expires: _______________

GREEN SPACE PROGRAM "GRANT" AGREEMENT

EXHIBIT A