From: Murphy, Reggie D
To: [redacted]
Subject: FW: 1105 Bluffton Parkway - LOI with Exhibit A
Date: Friday, April 28, 2017 4:44:13 PM
Attachments: 1105 Bluffton Parkway LOI with Exhibit A.pdf

From: Oetting, Robert S
Sent: Friday, April 28, 2017 4:44:02 PM (UTC-05:00) Eastern Time (US & Canada)
To: Murphy, Reggie D; Crosby, Tonya V
Subject: FW: 1105 Bluffton Parkway - LOI with Exhibit A

FYI

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District

From: Baker Wilkins [redacted]
Sent: Friday, April 28, 2017 4:17 PM
To: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Subject: 1105 Bluffton Parkway - LOI with Exhibit A

Robert,

Attached is the LOI along with the Exhibit A that I'll send to the listing agent. Once I get a response, I'll let you know.

Thanks,

Baker

W. Baker Wilkins, Jr.
[redacted]

NAI Carolina Charter
[redacted]

NAI Carolina Charter

COMMERCIAL REAL ESTATE SERVICES, WORLDWIDE

April 28, 2017

Re: Proposed Acquisition of 1105 Bluffton Parkway, Bluffton SC 29910

Mary Jeans-Otto:

This letter shall constitute an intent to acquire the Property described below consistent with and the general terms and conditions indicated. Set forth is a summary of the factual background, proposed terms and conditions and suggested transactional procedure relating to the acquisition:

1. PARTIES. The parties to the transaction are:

(a) Purchaser. Purchaser is Entity TBD and/or assigns ("Purchaser").

(b) Seller. The selling entity is George F. and Christine Niesar ("Seller")

(c) Listing Broker. The Listing Broker is Charter One Realty ("Listing Broker")

(d) Buyer's Broker. The Buyer's Broker is NAI Carolina Charter ("Buyers Broker").

2. PROPERTY. The real property which shall be the subject of the Purchase Agreement shall consist of two parcels, one of which is an approximate 5+/- acres and the other is 19.10+/- acres, totaling approximately 24+/- acres. Both parcels are located at 1105 Bluffton Parkway, Bluffton SC, 29910. Attached is Exhibit A which includes a copy of the tax records and tax map for each parcel.

3. PURCHASE PRICE. The purchase price for the Property shall be SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS ($700,000.00) ("Purchase Price").

4. EARNEST MONEY. Within three (3) business days from the date that the Purchase Agreement is executed by both Purchaser and Seller, Purchaser shall deposit Twenty-Five Thousand and 00/100 Dollars ($25,000.00), with the Escrow Agent.

5. TIMING. Both Purchaser and Seller acknowledge that time is of the essence in the transaction as contemplated by this letter of intent. The transactional procedure shall be as follows:

(a) Immediately upon execution of this letter of intent, Purchaser shall commence the preparation of a mutually acceptable Purchase Agreement.

(b) Purchaser and Seller shall execute a mutually acceptable Purchase Agreement within thirty (30) days after the date that this letter of intent has been executed by both parties.

[redacted]

6. PURCHASE AGREEMENT - TERMS AND CONDITIONS. As indicated above, Purchaser will prepare a Purchase Agreement and submit same to Seller for execution. In addition to the terms of the purchase described hereinabove, the terms and conditions of the Purchase Agreement will include, but not necessarily be limited to, the following provisions:

(a) Closing. Closing shall occur within thirty (30) days from the date all contingencies are satisfied by Purchaser (the "Closing").

(b) Title. Title to the Property shall be conveyed by limited warranty deed, subject only to those matters described as permitted exceptions to title under the Purchase Agreement.

(c) Title Insurance. During the inspection period, as a condition to Purchaser's proceeding to Closing, Purchaser shall be able to obtain, from an ALTA member title insurance company of Purchaser's choice, a title binder for the issuance at Closing of an owner's policy at standard rates in an amount equal to the Purchase Price, subject only to permitted exceptions which would be fully defined in the Purchase Agreement.

(d) Seller Materials. Within five (5) days following the Effective Date of Purchase Agreement, if in existence and in Seller's possession, Seller shall deliver to Buyer true, correct, complete and legible copies of the following items: **(a)** Seller's existing owner's title insurance policy covering the Property, together with copies of all documents evidencing those matters to which exception is taken in said title insurance policy which are not of public record and copies of all documents evidencing any appurtenant easements or any existing or proposed encumbrances that are not listed as exceptions in said title insurance policy; **(b)** all existing surveys, plats and topographical maps of the Land; **(c)** all existing or proposed contracts affecting or related to the Property, including agreements or correspondence regarding any Tenant(s) if any, maintenance agreements, service agreements, utility agreements or management agreements; **(d)** all existing appraisals, soils reports, environmental reports, marketing studies, proposed site plans, engineering studies and reports, wetlands studies or reports, documents relating to utilities services and facilities for the Property, documents relating to Seller's possession of the Property, materials relating to any previous rezoning proposals and other similar documentation or correspondence with the Town of Bluffton, Beaufort County, DOT, Army Corps of Engineers, OCRM or any other governing entity; **(e)** copies of all pleadings and other written materials in Seller's possession relating to any completed, pending or contemplated litigation involving the Property; and **(f)** any other pertinent information requested by Purchaser and relating to the Property, to the extent in Seller's possession. In addition, Seller shall, from the Effective Date of the Purchase Agreement to and through the Closing Date deliver to Purchaser other information or materials reasonably requested by Purchaser related to the Property, to the extent such information or materials are within the possession or control of Seller.

(e) Due Diligence Period. For purposes of this Agreement, the term ("Due Diligence Period") shall mean and refer to the period commencing on the Effective Date and expiring at 11:59 p.m. eastern time on the date that is sixty (60) days after the Effective Date. Purchaser and third party consultants shall have access to the Property to conduct all inspections as it deems advisable. Subject to the immediately preceding sentence, inspections conducted by Purchaser may include, but are not limited to, evaluation of: (1) current zoning (2) soil conditions, (3) environmental conditions, (4) traffic impact, (5) utility availability, (6) storm water retention, (7) wetlands, (8) flood zone, (9) buffer/setback requirements, (10) fire access requirements, (11) access, (12) surveys, (13) local building ordinances and restrictions, (14) signage rights, and any other matter Purchaser deems relevant. Purchaser may terminate this Agreement for any reason, or for no reason, in its sole and absolute discretion, by giving written notice to Seller on or before

the date and time the Due Diligence Period expires. In the event that this Agreement shall be terminated by Purchaser during the Inspection Period, the Earnest Money shall be immediately refunded to Purchaser in full.

(f) Rollback Taxes. At Closing, Seller agrees that Purchaser shall be given a credit against Purchase Price for the estimated amount of any rollback taxes up to closing date and thereafter the payment of roll-back taxes shall be the responsibility of Purchaser.

(g) Brokerage and Commission. Seller and Purchaser acknowledge that Baker Wilkins and NAI Carolina Charter are representing the Purchaser in this transaction and Mary Jeans-Otto and Charter One Realty are representing the Seller in this transaction. At closing, Seller is to pay a commission of eight percent (8%) of the purchase price from the proceeds of the sale to be split equally between Brokers.

7. MARKETING. By execution of this letter of intent, Seller agrees to cease any efforts to market the Property described herein, either directly or through brokers or agent for the period of thirty (30) days and further agrees that during said thirty (30) day period, Seller will negotiate in good faith with Purchaser to execute a Purchase Agreement for the Property (the "Purchase Agreement").

8. ACCESS TO PURCHASER. From the acceptance of this letter of intent until Closing, Seller shall provide to Purchaser, its agents, representatives and contractors, subject to the rights of the tenants on the Property, if any, to enter upon the Property during normal business hours for any lawful purpose, including the making of investigations, surveys, tests and studies (including, without limitation, subsurface, environmental and other investigations).

9. CONFIDENTIALITY. Neither Seller nor Purchaser with respect to agents and representatives, shall divulge any of the information heretofore obtained, or to be obtained, from the parties in this matter unless it is to a person or entry involved with or retained by the parties in connection with the proposed acquisition. Prior to Closing, neither party nor their respective agents and representatives shall make or release any statement to the press or public without prior written consent of the other party.

[Signature Page Follows]

Should the above terms and conditions be acceptable to Seller, we would ask that Seller execute and enclose a copy of this letter of intent and return it to my attention within fifteen (15) days of the above date.

Very truly yours,



By: W. Baker Wilkins

Acknowledged and Approved by Seller:

_____

By: George F. Niesar

_____

By: Christine Niesar

Exhibit A

Beaufort County, South Carolina

generated on 3/1/2017 5:54:08 PM EST

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of
R600 029 000 011A 0000	01076034	1105 BLUFFTON PKWY,	2/15/2017

Current Parcel Information

Owner	NIESAR GEORGE F CHRISTINE	Property Class Code	AgVac Forest
Owner Address	[redacted]	Acreage	19.1000

Legal Description: SUBJ TO ROLL BACK TAX LIEN*SPLIT 2/95 5.00 AC 29/34 TIMBERLAND PALMETTO ELEC 15FT EASEMENT DB2635 P431 ($1)PALMETTO ELEC 10FT EASEMENT DB2667 P1604 ($1)10/08 .88 AC ADDDED TO 29/12~02/15 SPLIT 0.02 29/1736

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2016	$443,000		$443,000	$65.22	$71.74
2015	$443,000		$443,000	$131.04	$225.70
2014	$443,400		$443,400	$112.00	$123.20
2013	$443,400		$443,400	$110.94	$114.27
2012	$886,709		$886,709	$107.55	$107.55
2011	$886,709		$886,709	$107.16	$107.16
2010	$886,709		$886,709	$106.89	$110.10
2009	$886,709		$886,709	$106.34	$106.34
2008	$182,000		$182,000	$110.26	$110.26
2007				$100.27	$100.27

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
JIMISON RAYMOND E SANDRA H JTROS	874 1144	6/30/1994	Fu		$30,000
DECATUR FEDERAL SAVINGS & LOAN ASSO	615 1180	12/21/1992	Fu		$132,500
MOCK DONALD L % DECATUR FEDERAL AT	604 2351	8/7/1992	Ma		$112,767
MOCK DONALD L HYON SUK JTROS	572 1860	3/20/1991	QC		$5
RAICH EDMUND	445 1807	3/1/1986	Fu		$133,900
HUBBARD HERBERT W	1984 154	6/1/1985	Ex		$0
HUBBARD HERBERT W	333 21	9/1/1981	Fu		$25,000
RAICH MANFRED E	333 174	9/1/1981	Ot		$25,000
		12/31/1776	Or		$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size

Features & Exterior Features

Building	Type	Feature Code	Description	No. / Sq.Ft.	Value

1105 Bluffton Pkwy



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Beaufort County, South Carolina

generated on 3/1/2017 5:54:27 PM EST

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of
R600 029 000 0034 0000	06092337	,	2/15/2017

Current Parcel Information

Owner	NIESAR GEORGE F CHRISTINE JTROS	Property Class Code	ResImp SingleFamily
Owner Address	[redacted]	Acreage	5.0000
Legal Description	PB50 P32		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2016	$125,000	$132,800	$257,800	$1,331.01	$1,464.11
2015	$125,000	$132,800	$257,800	$1,304.00	$1,574.60
2014	$125,000	$132,800	$257,800	$1,210.81	$1,331.89
2013	$125,000	$132,800	$257,800	$1,205.04	$1,205.04
2012	$250,000	$148,320	$398,320	$1,298.52	$1,298.52
2011	$250,000	$148,320	$398,320	$1,280.24	$1,280.24
2010	$250,000	$148,320	$398,320	$1,258.75	$1,258.75
2009	$250,000	$148,320	$398,320	$1,213.82	$1,213.82
2008	$80,000	$199,800	$279,800	$1,198.31	$1,198.31
2007	$80,000	$199,800	$279,800	$1,124.46	$1,124.46

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
JIMISON RAYMOND E SANDRA H JTROS	716 505	6/30/1994	Fu		$166,000
		12/31/1776	Or		$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
R01	DWELL	Dwelling	1981	2.0	03	960	
R01	DWELL	Dwelling	1981	2.0	03	1,088	
R01	DETGAR	Residential Detached Garage	1981	0	0		816

Features & Exterior Features

Building	Type	Feature Code	Description	No. / Sq.Ft.	Value
R01	DWELL	2CHMMASO	2s Outside masonry chimney	1	$1,600
R01	DWELL	COOLING	Central air	1	$4,480
R01	DWELL	EXT. COVER	Wood siding-cedar	1	$0
R01	DWELL	FOUNDATION	Full Slab	1	$0
R01	DWELL	HEATING	Heat pump	1	$6,140
R01	DWELL	MAS	Masonry fireplace	1	$3,150
R01	DWELL	OFP	Open Frame Porch	144	$3,400
R01	DWELL	OFP	Open Frame Porch	320	$5,990

1105 Bluffton Pkwy



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EXHIBIT A
NIESAR PROPERTY
LEGAL DESCRIPTION

ALL that certain piece, parcel or lot of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, being a five (5) acre parcel as shown on that certain plat prepared by Richard Kesselring, R.L.S. (S.C. #8105), dated June 27, 1994, entitled "A Map of a 5.00 Acres Parcel Cut From Lands Now Formerly of George F. and Christine Niesar as Recorded in the Office of the Recorder for Mesna Conveyances for Beaufort County, S.C." Said plat is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 50 at Page 32.

R600-029-000-0034-0000

Being the same property conveyed to Niesar by deed recorded in Book 716 at Page 505 in the Office of the Register of Deeds for Beaufort County, South Carolina.

ALSO, ALL that certain piece, parcel or lot of land situate lying and being in Bluffton Township, Beaufort County, South Carolina, said parcel containing twenty-five (25) acres, said twenty-five (25) acre parcel being the westernmost twenty-five (25) acres of a forty-four acre parcel, as more specifically shown and described on a Plat thereof entitled "Survey for Manfred Raich", said Plat dated January 8, 1982 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 30 at Page 36.

SAVING AND EXCEPTING from such twenty-five (25) acre parcel all that certain five (5.00) acre parcel, said parcel more specifically shown and described on a Plat thereof entitled "A Map of a Five (5.00) Acres Parcel Cut From Lands Now Formerly of George F. and Christine Niesar" as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 50 at Page 32.

Being the same property conveyed to Niesar by deed recorded in Book 874 at Page 1144 in the Office of the Register of Deeds for Beaufort County, South Carolina.

FURTHER SAVING AND EXCEPTING from such twenty-five (25) acre parcel all that certain piece, parcel and strip of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, more particularly known as a "50' Foot Right of Way for Ingress and Egress of 0.881 Acres" on a plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCPLS No. 11079 for Resource Development Group, LLC, dated April 1, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 124 at Page 128. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

R600-029-000-011A-0000

EXHIBIT B
SCHOOL PROPERTY
LEGAL DESCRIPTION

ALL those certain pieces, parcels or tracts of land, lying and being in Bluffton Township, Beaufort County, South Carolina, and being designated as "Parcel A," and "Parcel B," shown and described on that certain Plat entitled "Boundary Survey" prepared for Beaufort County School District, dated July 3, 2008, prepared by B.P. Barber & Associates, Inc., and certified by Henry B. Dingle, Jr., S.C.P.S. No. 10289, revised September 12, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 126 at Page 102. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

R600-029-000-0084-0000
R600-029-000-0012-0000

ALSO ALL that certain piece, parcel and strip of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, more particularly known as a "50' Foot Right of Way for Ingress and Egress of 0.881 Acres" on a plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCPLS No. 11079 for Resource Development Group, LLC, dated April 1, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 124 at Page 128. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record ("North/South Road").

Portion of R600-029-000-011A-0000

ALSO ALL that certain piece, parcel and or lot of land situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, being shown and described as 0.030 Acres, more or less, said property having dimensions, metes and bounds as shown on the plat entitled "A Boundary Plat of 0.030 Acres, Being a Portion of Tom Zinn Property, Town of Bluffton, Beaufort County, South Carolina," on a plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCPLS No. 11079 for Resource Development Group, LLC, dated July 31, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 126 at Page 11. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

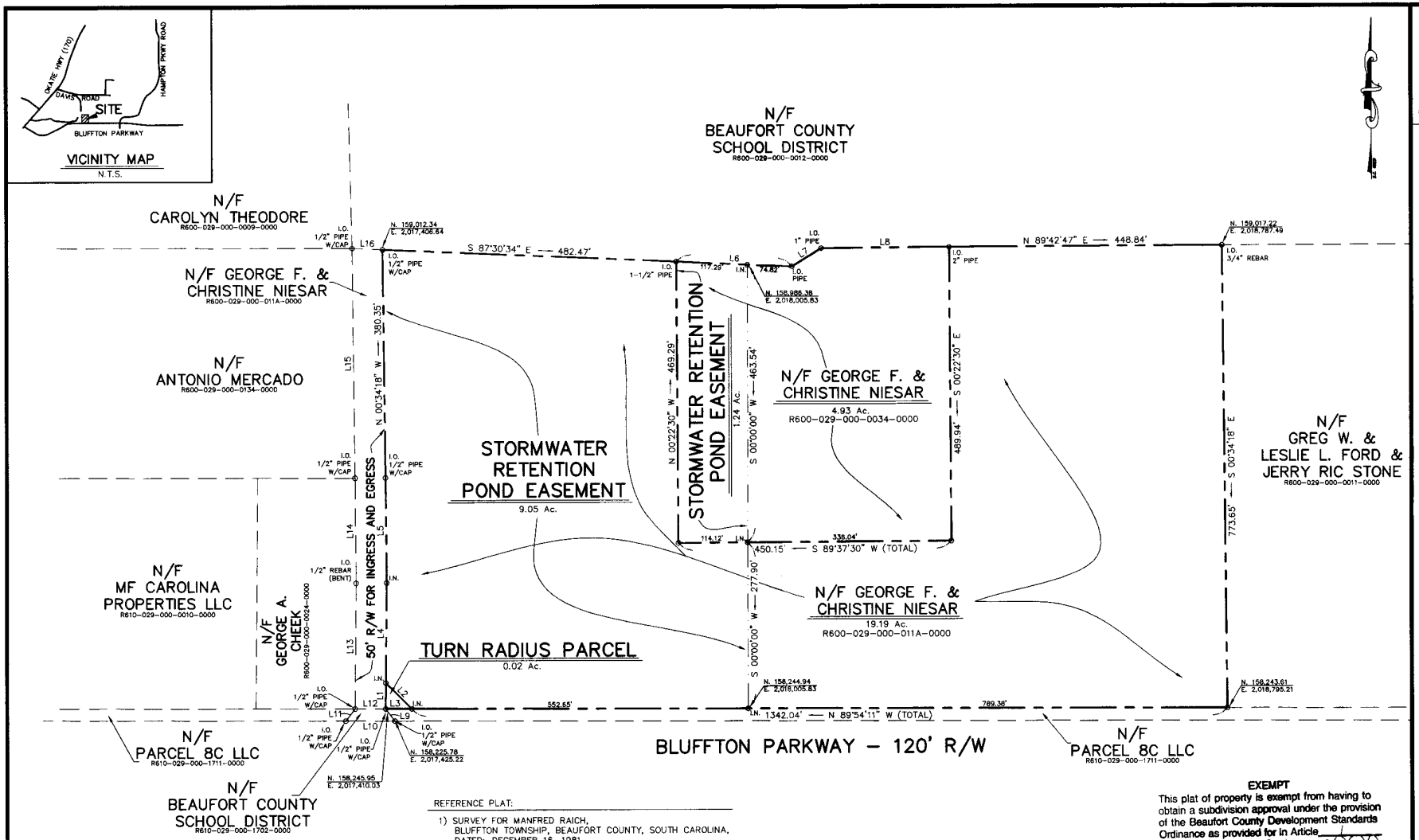
R610-029-000-1702-0000

This being the same property conveyed to Grantor by deed dated September 19, 2008 from Resource Development Group, LLC and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on September 24, 2008 in Book 2767 at Page 2254.

EXHIBIT C
POND PARCEL
LEGAL DESCRIPTION

ALL those two (2) certain pieces, parcels or tracts of land, lying and being in Beaufort County, South Carolina, and each being designated as "Stormwater Retention Pond Easement," containing 9.05 Acres, more or less, and 1.24 Acres, more or less, on a plat entitled "Plat of Turn Radius Parcel and Stormwater Retention Pond Easement, A Portion of Parcels 011A & 0034", Town of Bluffton, Beaufort County, South Carolina", dated May 29, 2014, prepared by Surveying Consultants, certified by Terry G. Hatchell, RLS (SC No. 11059), and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 139 at Page 9. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

Book3333/Page789 CFN#2014032334



LINE TABLE		
LINE	LENGTH	BEARING
L1	43.22'	S 00°31'03" W
L2	60.85'	S 44°38'20" E
L3	43.14'	S 89°54'11" E
L4	167.17'	S 00°31'03" W
L5	175.68'	N 00°29'23" W
L6	192.11'	S 87°33'37" E
L7	56.76'	N 57°37'09" E
L8	210.14'	N 89°37'30" E
L9	25.25'	S 36°58'52" E
L10	80.70'	N 89°51'38" W
L11	25.33'	N 37°38'27" E
L12	50.03'	S 89°54'11" E
L13	209.90'	N 00°31'11" E
L14	175.64'	N 00°29'23" W
L15	382.97'	N 00°34'23" W
L16	50.11'	N 87°30'38" W

NOTES

1) I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN 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 "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO OBVIOUS, APPARENT OR VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

2) AS OF THE DATE OF THIS SURVEY THIS PROPERTY IS LOCATED IN ZONE C, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY H.U.D. PANEL 85-D, COMMUNITY NO. 450025, MAP DATED 9/29/86, BASE ELEVATION N/A. FLOOD HAZARD ZONE AND BASE ELEVATION SHOULD BE VERIFIED BY PROPER TOWN OR COUNTY BUILDING INSPECTIONS DEPARTMENT.

3) BUILDING SETBACKS WHICH EXIST FOR THIS LOT, SHOWN OR NOT SHOWN ON THIS SURVEY, ARE EXPLAINED IN THE COVENANTS. EASEMENTS & SETBACKS SHOWN SHOULD BE VERIFIED THRU THE APPROPRIATE ARCHITECTURAL REVIEW BOARD OR BUILDING AGENCY.

4) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE REPORT.

REFERENCE PLAT:

1) SURVEY FOR MANFRED RAICH,
BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA,
DATED: DECEMBER 16, 1981,
BY: ROD C. SPANN, R.L.S. NO. 6273,
RECORDED: P.B. 30, PG. 36, 1/8/82.

2) A MAP OF A 5.00 ACRES PARCEL CUT FROM LANDS N/F OF GEORGE F. & CHRISTINE NIESAR,
AS RECORDED IN THE OFFICE OF THE RECORDER FOR MESNA CONVEYENCE FOR BEAUFORT COUNTY, S.C.,
FOR GEORGE F. & CHRISTINE NIESAR,
DATED: JUNE 27, 1994,
BY: RICHARD KESSELRING, R.L.S. NO. 8105,
RECORDED: P.B. 50, PG. 32, 07-01-94.

3) A BOUNDARY PLAT OF 0.030 ACRES,
BEING A PORTION OF TOM ZINN PROPERTY,
TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA,
DATED: 7/31/08,
BY: BOYCE L. YOUNG, S.C.R.L.S. NO. 11079,
RECORDED: P.B. 126, PG. 11, 08/05/2008.

4) A SUBDIVISION PLAT OF PARCEL 8C,
TMS: R610 029 000 0610 0000,
A PORTION OF PARCEL 8, LLC PROPERTY,
TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA,
DATED: 04/13/09; REVISED: 5-18-09,
BY: BOYCE L. YOUNG, S.C.R.L.S. NO. 11079,
RECORDED: P.B. 128, PG. 42, 05/21/2009.

5) 50' RIGHT OF WAY FOR INGRESS AND EGRESS OF 0.881 ACRES,
TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA,
DATED: 04/01/08,
BY: BOYCE L. YOUNG, S.C.R.L.S. NO. 11079,
RECORDED: P.B. 124, PG. 128.

EXEMPT
This plat of property is exempt from having to obtain a subdivision approval under the provision of the Beaufort County Development Standards Ordinance as provided for in Article ____ Division ____ Section 106-8(b)(1)(i)
Certified by _____
Date 05-10-2014

GRAPHIC SCALE
0 120 240 360

PLAT OF
TURN RADIUS PARCEL
AND
STORMWATER RETENTION POND EASEMENT
A PORTION OF
PARCELS 011A & 0034
TOWN OF BLUFFTON
BEAUFORT COUNTY
SOUTH CAROLINA

RECORDED IN
THE OFFICE OF THE
CLERK OF COURT
BEAUFORT COUNTY

BEAUFORT COUNTY SC - ROD
BK 139 Ps 9
FILE NUM 2014032332
07/10/2014 11:28:40 AM
REC'D BY rwebb RCPT# 747594
RECORDING FEES $10.00

PREPARED FOR:
BEAUFORT COUNTY
SCHOOL DISTRICT

SOUTH CAROLINA REGISTERED LAND SURVEYOR 11059 TERRY G. HATCHELL

SOUTH CAROLINA SURVEYING CONSULTANTS, INC. No.C00835 CERTIFICATE OF AUTHORIZATION

SURVEYING CONSULTANTS
17 Sherington Drive, Suite C
Bluffton, SC 29910
SC TELEPHONE: (843) 815-3304
FAX: (843) 815-3305
GA TELEPHONE: (912) 826-2775

SCALE: 1" = 120'

DATE: 05/29/2014

JOB NO: SC130199D

REVISIONS:

CREW:
CAD: KW

COPYRIGHT © BY SURVEYING CONSULTANTS

From: Moss, Jeffrey C
To: Crosby, Tonya V
Cc: Oetting, Robert S; Murphy, Reggie D
Subject: RE: 1105 Bluffton Parkway
Date: Tuesday, April 25, 2017 9:03:42 AM

I am ok with the language in the Intent.

Jeff

-

Jeffrey C. Moss, Ed.D.

Superintendent
Beaufort County School District
2900 Mink Point Blvd
Beaufort, South Carolina 29901
843-322-2326

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From: Crosby, Tonya V
Sent: Monday, April 24, 2017 6:02 PM
To: Moss, Jeffrey C <Jeffrey.Moss@beaufort.k12.sc.us>
Cc: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>; Murphy, Reggie D <Reggie.Murphy@beaufort.k12.sc.us>
Subject: FW: 1105 Bluffton Parkway

Dr. Moss,
Please see the notice of intent on the Bluffton Pkwy property. Please review and offer any comments.

Thank you,
Tonya

Tonya V. Crosby, CPA
Chief Finance and Operations Officer
Beaufort County School District
P.O. Drawer 309
Beaufort, SC 29901
(843) 322-2397

Tonya,

Follow the email thread below. At the bottom is the notice of intent to send to Dr. Moss. He has not seen it yet. I would suggest you go ahead and send to him to get his comments.

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District

From: Murphy, Reggie D
Sent: Friday, April 21, 2017 11:21 AM
To: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Cc: Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>
Subject: RE: 1105 Bluffton Parkway

I say we send it to him with the note that we want to extend the due diligence timeframe. He may have other suggestions.

From: Oetting, Robert S
Sent: Friday, April 21, 2017 11:20 AM
To: Murphy, Reggie D <Reggie.Murphy@beaufort.k12.sc.us>
Cc: Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>
Subject: RE: 1105 Bluffton Parkway

Should we forward on to Dr. Moss for review or have the 60 days corrected first?

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District

From: Murphy, Reggie D
Sent: Friday, April 21, 2017 11:09 AM
To: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Cc: Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>
Subject: RE: 1105 Bluffton Parkway

I think 60 days should be the minimum in case there is a need for secondary testing.

Since the seller pays the commission, it doesn't affect us. Maybe the intent was to make sure he received at least 3%.

From: Oetting, Robert S

Sent: Friday, April 21, 2017 11:04 AM
To: Murphy, Reggie D <Reggie.Murphy@beaufort.k12.sc.us>
Cc: Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>
Subject: RE: 1105 Bluffton Parkway

Reggie,

I thought 45 days was enough. We need to get soil borings and a wetland investigation. Each will take less than 30. We can up it to 60 if you would be more comfortable.

Our agreement with Baker was 3% or ½ of the overall commission. The commission was set at 8% by the seller, therefore, he would get 4.

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District

From: Murphy, Reggie D
Sent: Friday, April 21, 2017 10:22 AM
To: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Cc: Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>
Subject: RE: 1105 Bluffton Parkway

A couple of questions: Is 45 days ample time for due diligence? I thought our agreement with Baker was for 3% commission?

From: Oetting, Robert S
Sent: Friday, April 21, 2017 9:47 AM
To: Murphy, Reggie D <Reggie.Murphy@beaufort.k12.sc.us>
Cc: Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>
Subject: FW: 1105 Bluffton Parkway

Reggie,

Baker has put together the attached frame work of the letter of intent for the Neisar property. Let me know if you see any issues. I believe the next step following your review would be to submit to Dr. Moss for review and then on the Sarah for a final prior to agreeing. Let me know what you think.

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District

From: Baker Wilkins [redacted]

Sent: Friday, April 21, 2017 9:14 AM
To: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Subject: 1105 Bluffton Parkway

Robert,

Per our conversation yesterday, I've attached a draft of the letter of intent, copy of the exhibit A (tax records) and a copy of the MLS printout for this listing.

Regarding the LOI, here are a few items I'd like to point out – let me know if you think we need to adjust anything particularly the timing. I agree, the quicker we can make the due diligence and closing the better chance we may have in getting the price.

1. I spoke to Sarah – I'm looking into the best way to present this without disclosing who the buyer is but figured you and others could go ahead and review the letter. You may want Sarah to take a look at this before we send this letter since she has obviously had some dealings with these folks.

2. The Purchase Agreement will refer to McNair Law Firm as the Escrow Agent. I didn't want to mention McNair in this letter.

3. This letter would give us 30 days to get the Purchase Agreement executed and they would agree not to market the property during those 30 days.

4. Seller would provide Buyer with all of the documentation that they have within 5 days of executing the Purchase Agreement – if there is anything that can come out of that list of items or something that you know of that needs to be added, just let me know.

5. Buyer would have 45 days for Due Diligence.

6. Closing would occur within 30 days following the due diligence period.

7. I inserted that any rollback taxes up to the closing date would be accredited against the purchase price – I assume that is how BCSD would want this handled or that could be a negotiation point to be able to give up if necessary.

Let me know your thoughts.

Thanks,

Baker

W. Baker Wilkins, Jr.
[redacted]

NAI Carolina Charter

Cross Property Agent Full



1105 BLUFFTON PARKWAY, BLUFFTON, SC 29910

List Price:	↓$1,000,000 Commercial		ML# 354453
List Type:	Exclusive Right w/MLS Agreement		
Area:	Beaufort Co – Off HHI	Status:	Active
Sub Area:		City:	Bluffton
County:	Beaufort		
Legal Address:	1105 BLUFFTON PARKWAY		
Tax Key #:	01076034	Lease Type:	
Tax Map #:	R600-029-000-011A-0000	# Acres:	24.00
Zoned:	General Com-Beau	SqFt Total:	
Type of Space:	Commercial Acreage	Apx Lot Size:	24
Main Rd Frontage:	Bluffton Parkway		
Special Circum:	NA		

Public Remarks: **This 24 Acres parcel is on 1300+/- Bluffton Parkway frontage and 700+/- frontage on River Ridge Academy. This property is directly across from Hampton Lake and the, to be built, Walmart Neighborhood Market. The property runs in front of the sought after new River Ridge School. The property includes a Log Home, pond with dock, a small dirt road and some grand oak trees. Based on Beaufort County information, the elevation is as high as 37' and as low as 19'. This property located between Highway 170 and Buckwalter Parkway. See MLS 355928. Possible owner financing.**

Private & Confidential: **Important: Please do not drive on the property. There is a log home with occupants adjacent to this this property. Call Mary at 843-441-7011 for an appointment and additional details. EMD to be held by Purchaser's attorney.**

General Information

Building:		Business Type:	Retail
Construct Feat:		Ceiling Height:	
Lease/Net Items:		Size:	
Loading:		Location:	
Fixtures/Equip:		Documents Avail:	Aerial Photo(s), Plat Survey
Roof:		Real Estate Incl:	Included in Price
Floors:		Road Type:	Frontage
Water:		Treatment:	
Heat:		Possession:	At Closing
AC:		Trades:	Not Applicable
Finance:	Cash-AllCash, Conventional		

Business Information

Gross Op Income: Total Expenses: Net Op Income:

Brokerage Information

List Agent: **446010 - Mary Jeans-Otto** LA Email: [redacted]
SCRE #: **80198** REO #: **8465** LA Cell #: [redacted] LA Fax:
List Broker: **063067 - Thomas Reed**
Firm: **Charter One Realty - Belfair** [redacted]
2 Belfair Oaks Blvd, Bluffton, SC 29910
Lockbox Y/N: **No** Lockbox #: Rental Agt: Rental Agt #:
CB Comp Amt: **4.00** IDX Opt In: **Yes** List Date: **08/12/2016** Expire Date:
Owner Name: **George & F Christine Niesar**
How To Show: **Appointment Only**
Showing Instr: **Call Listing Agent, Mary Jeans, @** [redacted] **for appointment.**
VT Type: Photo:
Branded VT URL:
Unbranded VT URL: http://www.propertypanorama.com/instaview/hhi/354453

Friday, April 21, 2017 7:57 AM **Prepared By: NAI Carolina Charter**

Information Deemed Reliable But Not Guaranteed. Copyright: 2017 **MLS of Hilton Head Island, Inc.**

1105 Bluffton Pkwy



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Beaufort County, South Carolina

generated on 4/21/2017 7:58:24 AM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of
R600 029 000 011A 0000	01076034	1105 BLUFFTON PKWY,	4/15/2017

Current Parcel Information

Owner	NIESAR GEORGE F CHRISTINE	Property Class Code	AgVac Forest
Owner Address	[redacted]	Acreage	19.1000

Legal Description: SUBJ TO ROLL BACK TAX LIEN*SPLIT 2/95 5.00 AC 29/34 TIMBERLAND PALMETTO ELEC 15FT EASEMENT DB2635 P431 ($1)PALMETTO ELEC 10FT EASEMENT DB2667 P1604 ($1) 10/08 .88 AC ADDDED TO 29/12~02/15 SPLIT 0.02 29/1736

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2016	$443,000		$443,000	$65.22	$71.74
2015	$443,000		$443,000	$131.04	$225.70
2014	$443,400		$443,400	$112.00	$123.20
2013	$443,400		$443,400	$110.94	$114.27
2012	$886,709		$886,709	$107.55	$107.55
2011	$886,709		$886,709	$107.16	$107.16
2010	$886,709		$886,709	$106.89	$110.10
2009	$886,709		$886,709	$106.34	$106.34
2008	$182,000		$182,000	$110.26	$110.26
2007				$100.27	$100.27

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
JIMISON RAYMOND E SANDRA H JTROS	874 1144	6/30/1994	Fu		$30,000
DECATUR FEDERAL SAVINGS & LOAN ASSO	615 1180	12/21/1992	Fu		$132,500
MOCK DONALD L % DECATUR FEDERAL AT	604 2351	8/7/1992	Ma		$112,767
MOCK DONALD L HYON SUK JTROS	572 1860	3/20/1991	QC		$5

RAICH EDMUND	445 1807	3/1/1986	Fu	$133,900
HUBBARD HERBERT W	1984 154	6/1/1985	Ex	$0
RAICH MANFRED E	333 174	9/1/1981	Ot	$25,000
HUBBARD HERBERT W	333 21	9/1/1981	Fu	$25,000
		12/31/1776	Or	$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size

Features & Exterior Features

Building	Type	Feature Code	Description	No. / Sq.Ft.	Value

1105 Bluffton Pkwy



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NAI Carolina Charter

COMMERCIAL REAL ESTATE SERVICES, WORLDWIDE

April 21, 2017

Re: Proposed Acquisition of 1105 Bluffton Parkway, Bluffton SC 29910

Mary Jeans-Otto:

This letter shall constitute an intent to acquire the Property described below consistent with and the general terms and conditions indicated. Set forth is a summary of the factual background, proposed terms and conditions and suggested transactional procedure relating to the acquisition:

1. PARTIES. The parties to the transaction are:

(a) Purchaser. Purchaser is TBD and/or assigns ("Purchaser").

(b) Seller. The selling entity is George F. and Christine Niesar ("Seller")

(c) Listing Broker. The Listing Broker is Charter One Realty ("Listing Broker")

(d) Buyer's Broker. The Buyer's Broker is NAI Carolina Charter ("Buyers Broker").

2. PROPERTY. The real property which shall be the subject of the Purchase Agreement shall consist of two parcels, one of which is an approximate 5+/- acres and the other is 19.10+/- acres, totaling approximately 24+/- acres. Both parcels are located at 1105 Bluffton Parkway, Bluffton SC, 29910. Attached is Exhibit A which includes a copy of the tax records and tax map for each parcel.

3. PURCHASE PRICE. The purchase price for the Property shall be SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS ($700,000.00) ("Purchase Price").

4. EARNEST MONEY. Within three (3) business days from the date that the Purchase Agreement is executed by both Purchaser and Seller, Purchaser shall deposit Twenty-Five Thousand and 00/100 Dollars ($25,000.00), with the Escrow Agent.

5. TIMING. Both Purchaser and Seller acknowledge that time is of the essence in the transaction as contemplated by this letter of intent. The transactional procedure shall be as follows:

(a) Immediately upon execution of this letter of intent, Purchaser shall commence the preparation of a mutually acceptable Purchase Agreement.

(b) Purchaser and Seller shall execute a mutually acceptable Purchase Agreement within thirty (30) days after the date that this letter of intent has been executed by both parties.

[redacted]

6. PURCHASE AGREEMENT - TERMS AND CONDITIONS. As indicated above, Purchaser will prepare a Purchase Agreement and submit same to Seller for execution. In addition to the terms of the purchase described hereinabove, the terms and conditions of the Purchase Agreement will include, but not necessarily be limited to, the following provisions:

(a) Closing. Closing shall occur within thirty (30) days from the date all contingencies are satisfied by Purchaser (the "Closing").

(b) Title. Title to the Property shall be conveyed by limited warranty deed, subject only to those matters described as permitted exceptions to title under the Purchase Agreement.

(c) Title Insurance. During the inspection period, as a condition to Purchaser's proceeding to Closing, Purchaser shall be able to obtain, from an ALTA member title insurance company of Purchaser's choice, a title binder for the issuance at Closing of an owner's policy at standard rates in an amount equal to the Purchase Price, subject only to permitted exceptions which would be fully defined in the Purchase Agreement.

(d) Seller Materials. Within five (5) days following the Effective Date of Purchase Agreement, if in existence and in Seller's possession, Seller shall deliver to Buyer true, correct, complete and legible copies of the following items: **(a)** Seller's existing owner's title insurance policy covering the Property, together with copies of all documents evidencing those matters to which exception is taken in said title insurance policy which are not of public record and copies of all documents evidencing any appurtenant easements or any existing or proposed encumbrances that are not listed as exceptions in said title insurance policy; **(b)** all existing surveys, plats and topographical maps of the Land; **(c)** all existing or proposed contracts affecting or related to the Property, including agreements or correspondence regarding any Tenant(s) if any, maintenance agreements, service agreements, utility agreements or management agreements; **(d)** all existing appraisals, soils reports, environmental reports, marketing studies, proposed site plans, engineering studies and reports, wetlands studies or reports, documents relating to utilities services and facilities for the Property, documents relating to Seller's possession of the Property, materials relating to any previous rezoning proposals and other similar documentation or correspondence with the Town of Bluffton, Beaufort County, DOT, Army Corps of Engineers, OCRM or any other governing entity; **(e)** copies of all pleadings and other written materials in Seller's possession relating to any completed, pending or contemplated litigation involving the Property; and (**f**) any other pertinent information requested by Purchaser and relating to the Property, to the extent in Seller's possession. In addition, Seller shall, from the Effective Date of the Purchase Agreement to and through the Closing Date deliver to Purchaser other information or materials reasonably requested by Purchaser related to the Property, to the extent such information or materials are within the possession or control of Seller.

(e) Due Diligence Period. For purposes of this Agreement, the term ("Due Diligence Period") shall mean and refer to the period commencing on the Effective Date and expiring at 11:59 p.m. eastern time on the date that is forty-five (45) days after the Effective Date. Purchaser and third party consultants shall have access to the Property to conduct all inspections as it deems advisable. Subject to the immediately preceding sentence, inspections conducted by Purchaser may include, but are not limited to, evaluation of: (1) current zoning (2) soil conditions, (3) environmental conditions, (4) traffic impact, (5) utility availability, (6) storm water retention, (7) wetlands, (8) flood zone, (9) buffer/setback requirements, (10) fire access requirements, (11) access, (12) surveys, (13) local building ordinances and restrictions, (14) signage rights, and any other matter Purchaser deems relevant. Purchaser may terminate this Agreement for any reason, or for no reason, in its sole and absolute discretion, by giving written notice to Seller on or before

the date and time the Due Diligence Period expires. In the event that this Agreement shall be terminated by Purchaser during the Inspection Period, the Earnest Money shall be immediately refunded to Purchaser in full.

(f) Rollback Taxes. At Closing, Seller agrees that Purchaser shall be given a credit against Purchase Price for the estimated amount of any rollback taxes up to closing date and thereafter the payment of roll-back taxes shall be the responsibility of Purchaser.

(g) Brokerage and Commission. Seller and Purchaser acknowledge that Baker Wilkins and NAI Carolina Charter are representing the Purchaser in this transaction and Mary Jeans-Otto and Charter One Realty are representing the Seller in this transaction. At closing, Seller is to pay a commission of eight percent (8%) of the purchase price from the proceeds of the sale to be split equally between Brokers.

7. MARKETING. By execution of this letter of intent, Seller agrees to cease any efforts to market the Property described herein, either directly or through brokers or agent for the period of thirty (30) days and further agrees that during said thirty (30) day period, Seller will negotiate in good faith with Purchaser to execute a Purchase Agreement for the Property (the "Purchase Agreement").

8. ACCESS TO PURCHASER. From the acceptance of this letter of intent until Closing, Seller shall provide to Purchaser, its agents, representatives and contractors, subject to the rights of the tenants on the Property, if any, to enter upon the Property during normal business hours for any lawful purpose, including the making of investigations, surveys, tests and studies (including, without limitation, subsurface, environmental and other investigations).

9. CONFIDENTIALITY. Neither Seller nor Purchaser with respect to agents and representatives, shall divulge any of the information heretofore obtained, or to be obtained, from the parties in this matter unless it is to a person or entry involved with or retained by the parties in connection with the proposed acquisition. Prior to Closing, neither party nor their respective agents and representatives shall make or release any statement to the press or public without prior written consent of the other party.

[Signature Page Follows]

Should the above terms and conditions be acceptable to Seller, we would ask that Seller execute and enclose a copy of this letter of intent and return it to my attention within fifteen (15) days of the above date.

Very truly yours,

_____

By: W. Baker Wilkins

Acknowledged and Approved by Seller:

_____

By: George F. Niesar

_____

By: Christine Niesar

From: Oetting, Robert S
To: Crosby, Tonya V
Cc: Murphy, Reggie D
Subject: FW: 1105 Bluffton Parkway - 24 acres owned by Neisar
Date: Tuesday, April 18, 2017 2:42:23 PM
Attachments: RRA plans for Neisar 3.pdf

Tonya,

Below is the information from our real estate consultant. He would be the one placing an offer on our behalf on the property if the Board approves. Attached is the property in question outlined in red.

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District

From: Baker Wilkins [redacted]
Sent: Thursday, March 23, 2017 7:31 PM
To: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Subject: 1105 Bluffton Parkway - 24 acres owned by Neisar

Robert,

Per our conversations yesterday and thinking through this further, it's my opinion that offering a price per "buildable acre" or "uplands acre" is going to be too complicated. First, I can't imagine their attorney allowing them to sign an offer without a set sales price, and second, it would have to be closely defined to deal with wetlands, retention, easements, setbacks/buffers, etc…

However, we know this land is going have issues which any buyer is going to have to fully understand prior to closing. I suggest that we keep the due diligence period so that Purchaser can get out of the contract for whatever reason or no reason in Purchaser's sole discretion and that buyer has the right to do whatever inspections it deems appropriate.

The risk will be the amount that you spend in due diligence which could get costly as I'm sure you experienced on the property adjacent. However, you are going to have to incur those costs in order to understand what you are purchasing particularly in this case.

So, as it relates to price and based on the tax records, the 16.83 acres adjacent to this sold for $475,000 ($28,223/acre) in 2015. If we offered $30,000 per acre for 1105 Bluffton Parkway, that would be very close to $720,000. I would suggest starting with that price or a little less at $700,000. I would be able to inform the seller's agent that is where we came up with the price which is logical. Another comp is 20 acres closer to Hampton Lakes but it sold for $800,000

($39,880/acre). That would put us very close to their asking price of $1,000,000 and by guessing how many issues this property is going to have, they are going to need to negotiate and we aren't going to know a fair price until we learn more. If all of the 24 acres was usable, their asking price would be low.

Taking the second sketch you sent me, the upland acres looks to be 14.45 with 4.17 acres for the pond and a separate 2.1 acres of uplands. A buyer would need retention but not 4 acres so if you assumed the required retention was 50% of that, that puts you close to 14 acres of usable land assuming you have access to all of it. Again, this is all a guestimate, so the $700,000 / 14 = $50,000 per upland acre. There are so many different factors that play into what makes land usable, I still go back to making an offer based on what the adjacent land sold for in 2015 and see how they respond. I can always discuss the concerns with the listing agent.

I am glad to meet with you, Dr. Moss or anyone else if it would help to talk through this. Let me know your thoughts.

Thanks again,

Baker

W. Baker Wilkins, Jr.
[redacted]

NAI Carolina Charter
[redacted]

From: "Oetting, Robert S" <Robert.Oetting@beaufort.k12.sc.us>
Date: Wednesday, March 22, 2017 at 5:20 PM
To: Baker Wilkins [redacted]
Subject: Revised Neisar

Attached.

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District
P.O. Drawer 309
Beaufort, SC 29901
843-322-0783
robert.oetting@beaufort.k12.sc.us


Area: 8.36 ac
Perimeter: 0.86 km

EXHIBIT A
NIESAR PROPERTY
LEGAL DESCRIPTION

ALL that certain piece, parcel or lot of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, being a five (5) acre parcel as shown on that certain plat prepared by Richard Kesselring, R.L.S. (S.C. #8105), dated June 27, 1994, entitled "A Map of a 5.00 Acres Parcel Cut From Lands Now Formerly of George F. and Christine Niesar as Recorded in the Office of the Recorder for Mesna Conveyances for Beaufort County, S.C." Said plat is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 50 at Page 32.

R600-029-000-0034-0000

Being the same property conveyed to Niesar by deed recorded in Book 716 at Page 505 in the Office of the Register of Deeds for Beaufort County, South Carolina.

ALSO, ALL that certain piece, parcel or lot of land situate lying and being in Bluffton Township, Beaufort County, South Carolina, said parcel containing twenty-five (25) acres, said twenty-five (25) acre parcel being the westernmost twenty-five (25) acres of a forty-four acre parcel, as more specifically shown and described on a Plat thereof entitled "Survey for Manfred Raich", said Plat dated January 8, 1982 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 30 at Page 36.

SAVING AND EXCEPTING from such twenty-five (25) acre parcel all that certain five (5.00) acre parcel, said parcel more specifically shown and described on a Plat thereof entitled "A Map of a Five (5.00) Acres Parcel Cut From Lands Now Formerly of George F. and Christine Niesar" as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 50 at Page 32.

Being the same property conveyed to Niesar by deed recorded in Book 874 at Page 1144 in the Office of the Register of Deeds for Beaufort County, South Carolina.

FURTHER SAVING AND EXCEPTING from such twenty-five (25) acre parcel all that certain piece, parcel and strip of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, more particularly known as a "50' Foot Right of Way for Ingress and Egress of 0.881 Acres" on a plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCPLS No. 11079 for Resource Development Group, LLC, dated April 1, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 124 at Page 128. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

R600-029-000-011A-0000

EXHIBIT B
SCHOOL PROPERTY
LEGAL DESCRIPTION

ALL those certain pieces, parcels or tracts of land, lying and being in Bluffton Township, Beaufort County, South Carolina, and being designated as "Parcel A," and "Parcel B," shown and described on that certain Plat entitled "Boundary Survey" prepared for Beaufort County School District, dated July 3, 2008, prepared by B.P. Barber & Associates, Inc., and certified by Henry B. Dingle, Jr., S.C.P.S. No. 10289, revised September 12, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 126 at Page 102. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

R600-029-000-0084-0000
R600-029-000-0012-0000

ALSO ALL that certain piece, parcel and strip of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, more particularly known as a "50' Foot Right of Way for Ingress and Egress of 0.881 Acres" on a plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCPLS No. 11079 for Resource Development Group, LLC, dated April 1, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 124 at Page 128. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record ("North/South Road").

Portion of R600-029-000-011A-0000

ALSO ALL that certain piece, parcel and or lot of land situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, being shown and described as 0.030 Acres, more or less, said property having dimensions, metes and bounds as shown on the plat entitled "A Boundary Plat of 0.030 Acres, Being a Portion of Tom Zinn Property, Town of Bluffton, Beaufort County, South Carolina," on a plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCPLS No. 11079 for Resource Development Group, LLC, dated July 31, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 126 at Page 11. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

R610-029-000-1702-0000

This being the same property conveyed to Grantor by deed dated September 19, 2008 from Resource Development Group, LLC and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on September 24, 2008 in Book 2767 at Page 2254.

EXHIBIT C
POND PARCEL
LEGAL DESCRIPTION

ALL those two (2) certain pieces, parcels or tracts of land, lying and being in Beaufort County, South Carolina, and each being designated as "Stormwater Retention Pond Easement," containing 9.05 Acres, more or less, and 1.24 Acres, more or less, on a plat entitled "Plat of Turn Radius Parcel and Stormwater Retention Pond Easement, A Portion of Parcels 011A & 0034", Town of Bluffton, Beaufort County, South Carolina", dated May 29, 2014, prepared by Surveying Consultants, certified by Terry G. Hatchell, RLS (SC No. 11059), and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 139 at Page 9. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

Book3333/Page789 CFN#2014032334

From: Oetting, Robert S
To: Baker Wilkins
Subject: RE: 1105 Bluffton Parkway - 24 acres owned by Neisar
Date: Tuesday, March 28, 2017 8:24:10 AM

OK. Will do.

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District

From: Baker Wilkins [redacted]
Sent: Tuesday, March 28, 2017 1:14 AM
To: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Subject: Re: 1105 Bluffton Parkway - 24 acres owned by Neisar

Yes, I'll be in between meetings on HH so just call my cell.

Thanks

W. Baker Wilkins, Jr.
[redacted]

NAI Carolina Charter
[redacted]

From: "Oetting, Robert S" <Robert.Oetting@beaufort.k12.sc.us>
Date: Monday, March 27, 2017 at 3:36 PM
To: Baker Wilkins <[redacted]
Subject: RE: 1105 Bluffton Parkway - 24 acres owned by Neisar

Baker,

Would you be available to discuss the Neisar property on the phone tomorrow at 2?

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District

From: Baker Wilkins [redacted]
Sent: Thursday, March 23, 2017 7:31 PM
To: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Subject: 1105 Bluffton Parkway - 24 acres owned by Neisar

Robert,

Per our conversations yesterday and thinking through this further, it's my opinion that offering a price per "buildable acre" or "uplands acre" is going to be too complicated. First, I can't imagine their attorney allowing them to sign an offer without a set sales price, and second, it would have to be closely defined to deal with wetlands, retention, easements, setbacks/buffers, etc…

However, we know this land is going have issues which any buyer is going to have to fully understand prior to closing. I suggest that we keep the due diligence period so that Purchaser can get out of the contract for whatever reason or no reason in Purchaser's sole discretion and that buyer has the right to do whatever inspections it deems appropriate.

The risk will be the amount that you spend in due diligence which could get costly as I'm sure you experienced on the property adjacent. However, you are going to have to incur those costs in order to understand what you are purchasing particularly in this case.

So, as it relates to price and based on the tax records, the 16.83 acres adjacent to this sold for $475,000 ($28,223/acre) in 2015. If we offered $30,000 per acre for 1105 Bluffton Parkway, that would be very close to $720,000. I would suggest starting with that price or a little less at $700,000. I would be able to inform the seller's agent that is where we came up with the price which is logical. Another comp is 20 acres closer to Hampton Lakes but it sold for $800,000 ($39,880/acre). That would put us very close to their asking price of $1,000,000 and by guessing how many issues this property is going to have, they are going to need to negotiate and we aren't going to know a fair price until we learn more. If all of the 24 acres was usable, their asking price would be low.

Taking the second sketch you sent me, the upland acres looks to be 14.45 with 4.17 acres for the pond and a separate 2.1 acres of uplands. A buyer would need retention but not 4 acres so if you assumed the required retention was 50% of that, that puts you close to 14 acres of usable land assuming you have access to all of it. Again, this is all a guestimate, so the $700,000 / 14 = $50,000 per upland acre. There are so many different factors that play into what makes land usable, I still go back to making an offer based on what the adjacent land sold for in 2015 and see how they respond. I can always discuss the concerns with the listing agent.

I am glad to meet with you, Dr. Moss or anyone else if it would help to talk through this. Let me know your thoughts.

Thanks again,

Baker

W. Baker Wilkins, Jr.
[redacted]

NAI Carolina Charter
[redacted]

From: "Oetting, Robert S" <Robert.Oetting@beaufort.k12.sc.us>
Date: Wednesday, March 22, 2017 at 5:20 PM
To: Baker Wilkins [redacted]
Subject: Revised Neisar

Attached.

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District
P.O. Drawer 309
Beaufort, SC 29901
843-322-0783
robert.oetting@beaufort.k12.sc.us

From: Murphy, Reggie D
To: [redacted]
Subject: FW: Neisar
Date: Wednesday, March 22, 2017 5:02:20 PM
Attachments: Neisar usable land.JPG
RRA wetland.PNG

From: Oetting, Robert S
Sent: Wednesday, March 22, 2017 5:02:17 PM (UTC-05:00) Eastern Time (US & Canada)
To: Baker Wilkins
Cc: Murphy, Reggie D
Subject: Neisar

Baker,

Attached is what I am guesstimating is usable land. Based on the NWI (National Wetland Inventory (attached)). There is 14.45 acres of usable land with a 4.17 acre pond in the middle. This means there is a total of 10.28 acres of usable land. There is also 7.51 acres that appear could be usable due to tree color on the aerial map, but there are shown on the NWI map as wetlands. This is possible usable land.

For us to consider an offer, can you run two versions, one if the total usable land is 10.28 acres in the area shown and a second if there is a total area of 17.79 acres usable of divided land (10.28 + 7.51).

What do you think?

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District
P.O. Drawer 309
Beaufort, SC 29901
843-322-0783
robert.oetting@beaufort.k12.sc.us


PFO4C
PUBHx
PFO1/4A
PUBHx
PUBHh
PFO4A
PFO1C
PFO1/4A
PUBHh
PFO3C
PFO4A
PUBHx
PSS1/4C
PEM1A
PEM1A
Bluffton
PSS4A
PSS1C
PFO1/4A
PFO1/4A


Area: 4.17 ac
Perimeter: 1,838.47 ft
Area: 7.51 ac
Perimeter: 2,966.0
Area: 14.45 ac
Perimeter: 3,633.05 ft

From:	Oetting, Robert S
To:	Baker Wilkins
Cc:	Murphy, Reggie D
Subject:	RE: 1105 Bluffton Parkway
Date:	Friday, March 10, 2017 4:09:50 PM
Attachments:	image001.png RRA plans for Neisar 2.pdf BLUFFTON-#489817-v4-BCSD_-_Contract_with_Neisar.doc BLUFFTON-#489853-v2-BCSD_-_Access_&_Encroachment_Easement_to_Niesar.doc BLUFFTON-#489836-v4-BCSD_-_Pond_Drainage_Fence_Easement_from_Niesar.doc SC130199D.PDF RRA wetland 2.JPG

Baker,

Items that might assist you are attached:

- Portion of the plans for River Ridge Academy, these will show you ROW and Easement locations
- Documents between the BCSD and Neisars
    - Contract
    - Pond Drainage and Fence Easement from Niesar to Beaufort County School District
    - Deed from Niesar to Beaufort County School District for the Turn Radius Parcel
    - Easement plat
- National Wetland Inventory Map showing the known wetlands in the area and on the Neisar's property

Let me know if there is anything else you may need.

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District

From: Baker Wilkins [redacted]
Sent: Wednesday, March 8, 2017 10:08 AM
To: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Subject: 1105 Bluffton Parkway

Robert,

I just now received information from the listing agent for 1105 Bluffton Parkway.

In my opinion, she doesn't have enough documentation know some pertinent details about the property which will factor into determining value. It may not necessarily be her fault, sometimes seller's are not willing to get the necessary studies done but I assume she is a residential agent trying to sell commercial land.

In any event, since the school owns the property adjacent I was wondering if you have any information as to the following basic information;

1. Easements
2. Wetlands
3. Utilities
4. Retention / drainage
5. DOT encroachments
6. Allowable density

Obviously, the more information I have I can offer better suggestions in regards to value and strategy. If not, I will use the sales comp and listing information and get back to you by the end of the week with my thoughts.

Thanks again,

Baker

W. Baker Wilkins, Jr.
Principal
[redacted]

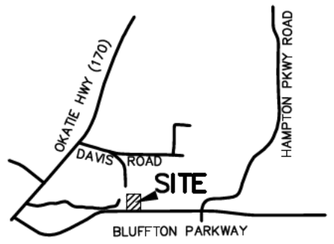
NAI Carolina Charter
1544 Fording Island Road
Hilton Head Island, SC 29926 USA
[redacted]

[redacted]

Vcard

NAI Carolina Charter

NAI Global is the single largest, most powerful global network of owner-operated commercial real estate brokerage firms. NAI Global Member firms, leaders in their local markets, are actively managed to work in unison and provide clients with exceptional solutions to their commercial real estate needs. NAI Global has more than 375 offices strategically located throughout North America, Latin America, Europe and Asia Pacific, with over 6,700 local market professionals, managing over 380 million square feet of property.



VICINITY MAP

N.T.S.

LINE TABLE		
LINE	LENGTH	BEARING
L1	43.22'	S 00°31'03" W
L2	60.85'	S 44°38'20" E
L3	43.14'	S 89°54'11" E
L4	167.17'	S 00°31'03" W
L5	175.68'	N 00°29'23" W
L6	192.11'	S 87°33'37" E
L7	56.76'	N 57°37'09" E
L8	210.14'	N 89°37'30" E
L9	25.25'	S 36°58'52" E
L10	80.70'	N 89°51'38" W
L11	25.33'	N 37°38'27" E
L12	50.03'	S 89°54'11" E
L13	209.90'	N 00°31'11" E
L14	175.64'	N 00°29'23" W
L15	382.97'	N 00°34'23" W
L16	50.11'	N 87°30'38" W

N/F
BEAUFORT COUNTY
SCHOOL DISTRICT
R600-029-000-0012-0000

N/F
CAROLYN THEODORE
R600-029-000-0009-0000

N/F GEORGE F. &
CHRISTINE NIESAR
R600-029-000-011A-0000

N/F
ANTONIO MERCADO
R600-029-000-0134-0000

N/F
MF CAROLINA
PROPERTIES LLC
R610-029-000-0010-0000

N/F
GEORGE A.
CHEEK
R600-029-000-0024-0000

N/F
PARCEL 8C LLC
R610-029-000-1711-0000

N/F
BEAUFORT COUNTY
SCHOOL DISTRICT
R610-029-000-1702-0000

N/F
GREG W. &
LESLIE L. FORD &
JERRY RIC STONE
R600-029-000-0011-0000

N/F
PARCEL 8C LLC
R610-029-000-1711-0000

N. 159,012.34
E. 2,017,406.64

I.O. 1/2" PIPE W/CAP

S 87°30'34" E — 482.47'

I.O. 1/2" PIPE W/CAP

I.O. 1-1/2" PIPE

117.29'

I.N.

74.82'

I.O. PIPE

I.O. 1" PIPE

N. 158,986.38
E. 2,018,005.83

N 89°42'47" E — 448.84'

N. 159,017.22
E. 2,018,787.49

I.O. 2" PIPE

I.O. 3/4" REBAR

N 00°34'18" W — 380.35'

50' INGRESS/EGRESS EASEMENT

I.O. 1/2" PIPE W/CAP

I.O. 1/2" PIPE W/CAP

I.O. 1/2" REBAR (BENT)

I.N.

STORMWATER RETENTION POND EASEMENT
9.05 Ac.

N 00°22'30" W — 469.29'

STORMWATER RETENTION POND EASEMENT
1.24 Ac.

N/F GEORGE F. & CHRISTINE NIESAR
4.93 Ac.

489.94' — S 00°22'30" E

773.65' — S 00°34'18" E

114.12'

I.N.

336.04'

450.15' — S 89°37'30" W (TOTAL)

N/F GEORGE F. & CHRISTINE NIESAR
19.19 Ac.
R600-029-000-011A-0000

TURN RADIUS PARCEL
0.02 Ac.

I.O. 1/2" PIPE W/CAP

I.O. 1/2" PIPE W/CAP

I.O. 1/2" PIPE W/CAP

I.O. 1/2" PIPE W/CAP

N. 158,225.78
E. 2,017,425.22

N. 158,245.95
E. 2,017,410.03

N. 158,244.94
E. 2,018,005.83

N. 158,243.61
E. 2,018,795.21

552.65'

789.38'

I.N. 1342.04' — N 89°54'11" W (TOTAL)

BLUFFTON PARKWAY — 120' R/W

NOTES

1) I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN 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 "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO OBVIOUS, APPARENT OR VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

2) AS OF THE DATE OF THIS SURVEY THIS PROPERTY IS LOCATED IN ZONE C, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY H.U.D. PANEL 85-D, COMMUNITY NO. 450025, MAP DATED 9/29/86, BASE ELEVATION N/A. FLOOD HAZARD ZONE AND BASE ELEVATION SHOULD BE VERIFIED BY PROPER TOWN OR COUNTY BUILDING INSPECTIONS DEPARTMENT.

3) BUILDING SETBACKS WHICH EXIST FOR THIS LOT, SHOWN OR NOT SHOWN ON THIS SURVEY, ARE EXPLAINED IN THE COVENANTS. EASEMENTS & SETBACKS SHOWN SHOULD BE VERIFIED THRU THE APPROPRIATE ARCHITECTURAL REVIEW BOARD OR BUILDING AGENCY.

4) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE REPORT.

REFERENCE PLAT:

1) SURVEY FOR MANFRED RAICH,
BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA,
DATED: DECEMBER 16, 1981,
BY: ROD C. SPANN, R.L.S. NO. 6273,
RECORDED: P.B. 30, PG. 36, 1/8/82.

2) A MAP OF A 5.00 ACRES PARCEL CUT FROM LANDS N/F OF GEORGE F. & CHRISTINE NIESAR,
AS RECORDED IN THE OFFICE OF THE RECORDER FOR MESNA CONVEYENCE FOR BEAUFORT COUNTY, S.C.,
FOR GEORGE F. & CHRISTINE NIESAR,
DATED: JUNE 27, 1994,
BY: RICHARD KESSELRING, R.L.S. NO. 8105,
RECORDED: P.B. 50, PG. 32, 07-01-94.

3) A BOUNDARY PLAT OF 0.030 ACRES,
BEING A PORTION OF TOM ZINN PROPERTY,
TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA,
DATED: 7/31/08,
BY: BOYCE L. YOUNG, S.C.R.L.S. NO. 11079,
RECORDED: P.B. 126, PG. 11, 08/05/2008.

4) A SUBDIVISION PLAT OF PARCEL 8C,
TMS: R610 029 000 0610 0000,
A PORTION OF PARCEL 8, LLC PROPERTY,
TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA,
DATED: 04/13/09; REVISED: 5-18-09,
BY: BOYCE L. YOUNG, S.C.R.L.S. NO. 11079,
RECORDED: P.B. 128, PG. 42, 05/21/2009.

5) 50' RIGHT OF WAY FOR INGRESS AND EGRESS OF 0.881 ACRES,
TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA,
DATED: 04/01/08,
BY: BOYCE L. YOUNG, S.C.R.L.S. NO. 11079,
RECORDED: P.B. 124, PG. 128.

GRAPHIC SCALE
0 120 240 360

PLAT OF
TURN RADIUS PARCEL
AND
STORMWATER RETENTION POND EASEMENT
A PORTION OF
PARCELS 011A & 0034
TOWN OF BLUFFTON
BEAUFORT COUNTY
SOUTH CAROLINA

RECORDED IN
THE OFFICE OF THE
CLERK OF COURT
BEAUFORT COUNTY
P.B. ____ PAGE ____
DATE: _____

PREPARED FOR:

BEAUFORT COUNTY
SCHOOL DISTRICT

SOUTH CAROLINA REGISTERED LAND SURVEYOR 11059 TERRY G. HATCHELL

PRELIMINARY

SOUTH CAROLINA SURVEYING CONSULTANTS, INC. No.C00835 CERTIFICATE OF AUTHORIZATION

SURVEYING CONSULTANTS
17 Sherington Drive, Suite C
Bluffton, SC 29910
SC TELEPHONE: (843) 815-3304
FAX: (843) 815-3305
GA TELEPHONE: (912) 826-2775

SCALE: 1" = 120'

DATE: 05/29/2014

JOB NO: SC130199D

REVISIONS:

CREW: JK/JM
CAD: RGL

COPYRIGHT © BY SURVEYING CONSULTANTS

EXHIBIT A
NIESAR PROPERTY
LEGAL DESCRIPTION

ALL that certain piece, parcel or lot of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, being a five (5) acre parcel as shown on that certain plat prepared by Richard Kesselring, R.L.S. (S.C. #8105), dated June 27, 1994, entitled "A Map of a 5.00 Acres Parcel Cut From Lands Now Formerly of George F. and Christine Niesar as Recorded in the Office of the Recorder for Mesna Conveyances for Beaufort County, S.C." Said plat is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 50 at Page 32.

R600-029-000-0034-0000

Being the same property conveyed to Niesar by deed recorded in Book 716 at Page 505 in the Office of the Register of Deeds for Beaufort County, South Carolina.

ALSO, ALL that certain piece, parcel or lot of land situate lying and being in Bluffton Township, Beaufort County, South Carolina, said parcel containing twenty-five (25) acres, said twenty-five (25) acre parcel being the westernmost twenty-five (25) acres of a forty-four acre parcel, as more specifically shown and described on a Plat thereof entitled "Survey for Manfred Raich", said Plat dated January 8, 1982 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 30 at Page 36.

SAVING AND EXCEPTING from such twenty-five (25) acre parcel all that certain five (5.00) acre parcel, said parcel more specifically shown and described on a Plat thereof entitled "A Map of a Five (5.00) Acres Parcel Cut From Lands Now Formerly of George F. and Christine Niesar" as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 50 at Page 32.

Being the same property conveyed to Niesar by deed recorded in Book 874 at Page 1144 in the Office of the Register of Deeds for Beaufort County, South Carolina.

FURTHER SAVING AND EXCEPTING from such twenty-five (25) acre parcel all that certain piece, parcel and strip of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, more particularly known as a "50' Foot Right of Way for Ingress and Egress of 0.881 Acres" on a plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCPLS No. 11079 for Resource Development Group, LLC, dated April 1, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 124 at Page 128. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

R600-029-000-011A-0000

EXHIBIT B
SCHOOL PROPERTY
LEGAL DESCRIPTION

ALL those certain pieces, parcels or tracts of land, lying and being in Bluffton Township, Beaufort County, South Carolina, and being designated as "Parcel A," and "Parcel B," shown and described on that certain Plat entitled "Boundary Survey" prepared for Beaufort County School District, dated July 3, 2008, prepared by B.P. Barber & Associates, Inc., and certified by Henry B. Dingle, Jr., S.C.P.S. No. 10289, revised September 12, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 126 at Page 102. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

R600-029-000-0084-0000
R600-029-000-0012-0000

ALSO ALL that certain piece, parcel and strip of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, more particularly known as a "50' Foot Right of Way for Ingress and Egress of 0.881 Acres" on a plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCPLS No. 11079 for Resource Development Group, LLC, dated April 1, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 124 at Page 128. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record ("North/South Road").

Portion of R600-029-000-011A-0000

ALSO ALL that certain piece, parcel and or lot of land situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, being shown and described as 0.030 Acres, more or less, said property having dimensions, metes and bounds as shown on the plat entitled "A Boundary Plat of 0.030 Acres, Being a Portion of Tom Zinn Property, Town of Bluffton, Beaufort County, South Carolina," on a plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCPLS No. 11079 for Resource Development Group, LLC, dated July 31, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 126 at Page 11. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

R610-029-000-1702-0000

This being the same property conveyed to Grantor by deed dated September 19, 2008 from Resource Development Group, LLC and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on September 24, 2008 in Book 2767 at Page 2254.

EXHIBIT C
POND PARCEL
LEGAL DESCRIPTION

ALL those two (2) certain pieces, parcels or tracts of land, lying and being in Beaufort County, South Carolina, and each being designated as "Stormwater Retention Pond Easement," containing 9.05 Acres, more or less, and 1.24 Acres, more or less, on a plat entitled "Plat of Turn Radius Parcel and Stormwater Retention Pond Easement, A Portion of Parcels 011A & 0034", Town of Bluffton, Beaufort County, South Carolina", dated May 29, 2014, prepared by Surveying Consultants, certified by Terry G. Hatchell, RLS (SC No. 11059), and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book ____ at Page ____. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

EXHIBIT "A"

LEGAL DESCRIPTION OF BENEFITTED PROPERTY

ALL that certain piece, parcel or lot of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, being a five (5) acre parcel as shown on that certain plat prepared by Richard Kesselring, R.L.S. (S.C. #8105), dated June 27, 1994, entitled "A Map of a 5.00 Acres Parcel Cut From Lands Now Formerly of George F. and Christine Niesar as Recorded in the Office of the Recorder for Mesna Conveyance for Beaufort County, S.C." Said plat is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 50 at Page 32.

R600-029-000-0034-0000

Being the same property conveyed to Niesar by deed recorded in Book 716 at Page 505 in the Office of the Register of Deeds for Beaufort County, South Carolina.

ALSO, ALL that certain piece, parcel or lot of land situate lying and being in Bluffton Township, Beaufort County, South Carolina, said parcel containing twenty-five (25) acres, said twenty-five (25) acre parcel being the westernmost twenty-five (25) acres of a forty-four acre parcel, as more specifically shown and described on a Plat thereof entitled "Survey for Manfred Ralch", said Plat dated January 8, 1962 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 30 at Page 36.

SAVING AND EXCEPTING from such twenty-five (25) acre parcel all that certain five (5.00) acre parcel, said parcel more specifically shown and described on a Plat thereof entitled "A Map of a Five (5.00) Acres Parcel Cut From Lands Now Formerly of George F. and Christine Niesar" as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 50 at Page 32.

Being the same property conveyed to Niesar by deed recorded in Book 874 at Page 1144 in the Office of the Register of Deeds for Beaufort County, South Carolina.

FURTHER SAVING AND EXCEPTING from such twenty-five (25) acre parcel all that certain piece, parcel and strip of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, more particularly known as a "50' Foot Right of Way for Ingress and Egress of 0.881 Acres" on a plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCPLS No. 11079 for Resource Development Group, LLC, dated April 1, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 124 at Page 128. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

R600-029-000-011A-0000

This document was prepared by
McNair Law Firm, P.A. (SFR)
[redacted]

CONTRACT

THIS CONTRACT ("Contract") is made as of the last date indicated below by and between **Beaufort County School District**, with an address of P.O. Drawer 309, Beaufort, SC 29901 ("School District") and **George F. Niesar and Christine Niesar**, whose address is 105 Bulltomb Road, Bluffton, SC 29910 (together, "Niesar").

RECITALS

A. School District is the owner of certain real property described in the attached **Exhibit A** (the "School Property").

B. A portion of the School Property includes a 50' Right of Way connecting the School Property to the Bluffton Parkway Right of Way described as "North/South Road Parcel" within **Exhibit A** ("North/South Road Parcel").

C. Niesar is the owner of certain real property described in the attached **Exhibit B** (the "Niesar Property").

D. The School Property is adjacent to the Niesar Property.

E. School District is in the process of building a new school and related improvements on the School Property.

F. Niesar has agreed to grant certain property and easement rights to School District for the benefit of the School Property in exchange for School District granting certain property and easement rights to Niesar for the benefit of the Niesar Property.

In consideration of the mutual promises contained in this Contract, the receipt and sufficiency of which are hereby acknowledged, BCSD and Niesar agree to the following:

1. POND, DRAINAGE, FENCE, ACCESS, AND MAINTENANCE EASEMENT. Niesar shall convey to School District, its successors and assigns, a Pond, Drainage, Fence, Access, and Temporary Maintenance Easement over the Niesar Property in the form attached as **Exhibit C** for access, fencing, grading, and stormwater drainage runoff to flow from the School Property to a retention pond currently located on the Niesar Property (the "Drainage Easement").

2. CONVEYANCE OF PROPERTY FOR TURN RADIUS. Niesar shall donate to School District, its successors and assigns, a triangular parcel within the Niesar Property at the intersection of the Bluffton Parkway Right of way and the North/South Road to allow for a sufficient turn radius (the "Turn Radius Parcel"). Niesar shall convey marketable title to the Turn

Radius Parcel to School District by general warranty deed, in the form satisfactory to the School District (the "Deed"), free from encumbrances. In connection with execution of the Deed, Niesar also shall execute standard seller's affidavits and state and federal withholding documents required of School District's legal counsel. If an owner's title commitment can be issued by an ALTA title insurance company, without any unusual or extraordinary exceptions, this shall constitute evidence of marketable title. The location of the Turn Radius Parcel shall be delineated on a new survey to be prepared by School District (the "Survey"). The legal description for the Deed shall be based upon the Survey. School District shall provide a copy of the survey to Niesar and shall be responsible for recording the Survey.

3. ROAD IMPROVEMENTS FOR NIESAR PROPERTY. During the course of School District's completion of improvements on the School Property, the North/South Road, and the Niesar Property, School District shall connect the existing dirt road around the Pond (as defined in the Drainage Easement) on the Niesar Property to the North/South Road by construction of a dirt road and driveway, and Niesar hereby grants to School District a temporary easement of access, ingress and egress and the right to remove trees for the purposes of completing such road and driveway work. Additionally, School District will install a new gate or a gate provided by Niesar across such driveway on the Niesar Property at a location selected by Niesar. Following completion of construction of the dirt road and driveway, Niesar shall be responsible for maintenance of such dirt road and driveway.

4. ACCESS EASEMENT AND ENCROACHMENT. School District shall grant to Niesar, their heirs, successors and assigns, an easement in the form attached as **Exhibit D** for pedestrian and vehicular access, ingress, egress, over the North/South Road Parcel to the Niesar Property along with the right for Niesar to maintain and repair a driveway and install, maintain, and repair a mailbox as encroachments onto the North South Road Parcel for Niesar to access the Niesar Property from the North/South Road Parcel at a specified location (the "Access Easement"). School District shall be responsible for relocating the existing mailbox and post to the new location adjacent to the driveway.

5. DATE OF CONVEYANCE. Niesar and School District shall execute the Drainage Easement, Access Easement, Deed, seller's affidavits and state and federal withholding documents, within seven (7) days of the date that the Survey is completed and approved by the Town of Bluffton for recording or such other date determined by School District (the "Closing" or "Closing Date") at the office of School District's lawyer or other offices stipulated by School District. Upon full execution of the documents, School District shall deliver to Niesar the original Access Easement executed by School District in exchange for Niesar delivering to School District the original Drainage Easement, Deed, seller's affidavits and state and federal withholding documents executed by Niesar. School District shall be responsible for recording the Drainage Easement, Deed, and Access Easement. School District shall mail the original recorded Access Easement to Niesar.

6. PRORATIONS. There shall be no prorations for Niesar's conveyance of the Turn Radius Property to School District.

7. CLOSING EXPENSES. The parties acknowledge that there shall be no Deed Recording Fee required pursuant to Section 12-24 of the Code of Laws of South Carolina 1976,

as amended (formerly referred to as documentary stamps) for Niesar's conveyance of the Turn Radius Property to School District. School District shall be responsible for the costs of preparation of the Drainage Easement, Access Easement, Deed, seller's affidavits and state and federal withholding documents. Each party shall be responsible for its own legal fees, including, without limitation, title examination, title insurance costs, and recording fees. At Closing, School District will reimburse Niesar $1,000.00 for legal expenses.

8. NO BROKERAGE FEES. Niesar and School District acknowledge and represent that they are dealing directly with each other with regard to this transaction and that there is no real estate broker involved or any real estate brokerage fee due. Each party holds the other party harmless from any claims for commission from any real estate broker with whom a party may have dealt.

9. DEFAULT. Upon the failure of either party to comply with the terms hereof within the stipulated time, and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that the non-defaulting party may enforce the performance of this Contract by specific performance or sue for damages.

10. MISCELLANEOUS. The recitals set forth above are incorporated into and made a part of this Contract. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid and unenforceable provision were omitted. For the convenience of the parties hereto, duplicate originals of this Contract may be executed and each such original shall be deemed to be an original instrument. This Contract shall be governed and construed in accordance with the laws of the State of South Carolina. Titles of the paragraphs and subparagraphs included herein have been inserted as a matter of convenience for reference only and shall not affect the meaning or construction of any of the terms or provisions hereof. This Contract and all documents and instruments incorporated herein by specific reference are intended by the parties hereto to be the final expression of their agreement and constitute a complete and exclusive statement of the terms hereof notwithstanding any representations or statements to the contrary heretofore made. In the event of litigation relating to enforcement of rights under this Contract, the prevailing party shall be entitled to recover all litigation expenses, including legal fees and court costs, from the non-prevailing party. This Contract constitutes the entire agreement between the parties hereto and may not be amended, modified, altered or changed in any respect whatsoever, except by a further written agreement duly executed by the parties hereto. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the date indicated below.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	PURCHASER: **Beaufort County School District**
_____ Signature of Witness	By:_____ Jeffrey Moss, Superintendent
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	SELLER:
_____ Signature of Witness	_____ **George F. Niesar**
	_____ **Christine Niesar**

EXHIBIT A
LEGAL DESCRIPTION OF SCHOOL PROPERTY

ALL those certain pieces, parcels or tracts of land, lying and being in Bluffton Township, Beaufort County, South Carolina, and being designated as "Parcel A," and "Parcel B," shown and described on that certain Plat entitled "Boundary Survey" prepared for Beaufort County School District, dated July 3, 2008, prepared by B.P. Barber & Associates, Inc., and certified by Henry B. Dingle, Jr., S.C.P.S. No. 10289, revised September 12, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 126 at Page 102. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

R600-029-000-0084-0000
R600-029-000-0012-0000

"North/South Road Parcel"
ALSO ALL that certain piece, parcel and strip of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, more particularly known as a "50' Foot Right of Way for Ingress and Egress of 0.881 Acres" on a plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCPLS No. 11079 for Resource Development Group, LLC, dated April 1, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 124 at Page 128. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

Portion of R600-029-000-011A-0000

"North/South Road Parcel"
ALSO ALL that certain piece, parcel and or lot of land situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, being shown and described as 0.030 Acres, more or less, said property having dimensions, metes and bounds as shown on the plat entitled "A Boundary Plat of 0.030 Acres, Being a Portion of Tom Zinn Property, Town of Bluffton, Beaufort County, South Carolina," on a plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCPLS No. 11079 for Resource Development Group, LLC, dated July 31, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 126 at Page 11. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

R610-029-000-1702-0000

Being the same property conveyed to School District by deed recorded in Book 2767 at Page 2254 in the Office of the Register of Deeds for Beaufort County, South Carolina.

EXHIBIT B
LEGAL DESCRIPTION OF NIESAR PROPERTY

ALL that certain piece, parcel or lot of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, being a five (5) acre parcel as shown on that certain plat prepared by Richard Kesselring, R.L.S. (S.C. #8105), dated June 27, 1994, entitled "A Map of a 5.00 Acres Parcel Cut From Lands Now Formerly of George F. and Christine Niesar as Recorded in the Office of the Recorder for Mesna Conveyance for Beaufort County, S.C." Said plat is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 50 at Page 32.

R600-029-000-0034-0000

Being the same property conveyed to Niesar by deed recorded in Book 716 at Page 505 in the Office of the Register of Deeds for Beaufort County, South Carolina.

ALSO, ALL that certain piece, parcel or lot of land situate lying and being in Bluffton Township, Beaufort County, South Carolina, said parcel containing twenty-five (25) acres, said twenty-five (25) acre parcel being the westernmost twenty-five (25) acres of a forty-four acre parcel, as more specifically shown and described on a Plat thereof entitled "Survey for Manfred Raich", said Plat dated January 8, 1982 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 30 at Page 36.

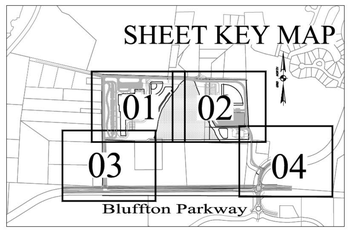
SAVING AND EXCEPTING from such twenty-five (25) acre parcel all that certain five (5.00) acre parcel, said parcel more specifically shown and described on a Plat thereof entitled "A Map of a Five (5.00) Acres Parcel Cut From Lands Now Formerly of George F. and Christine Niesar" as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 50 at Page 32.

Being the same property conveyed to Niesar by deed recorded in Book 874 at Page 1144 in the Office of the Register of Deeds for Beaufort County, South Carolina.

FURTHER SAVING AND EXCEPTING from such twenty-five (25) acre parcel all that certain piece, parcel and strip of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, more particularly known as a "50' Foot Right of Way for Ingress and Egress of 0.881 Acres" on a plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCPLS No. 11079 for Resource Development Group, LLC, dated April 1, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 124 at Page 128. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

R600-029-000-011A-0000

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ROAD A Line Table: Alignments				
Line #	Length	Direction	Start Point	End Point
L1	288.02	N0° 32' 38.32"E	(2017383.92,158166.65)	(2017386.65,158454.65)
L2	80.40	N0° 28' 33.68"W	(2017386.65,158458.22)	(2017385.98,158538.61)
L3	63.68	N0° 32' 43.36"W	(2017385.98,158538.85)	(2017385.38,158602.53)
L4	1297.90	N0° 32' 43.36"W	(2017385.38,158602.53)	(2017373.02,159900.37)
L5	85.92	N1° 46' 20.32"E	(2017373.54,159948.90)	(2017376.20,160034.78)

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S = 0

No.	Date	Revision
4	10/8/14	MOVED DRIVEWAY ENTRANCE TO NEXER PROPERTY
3	8/14/14	RELOCATED RD. B, UTILITIES AND REGRADED ENTIRE SITE

Hite associates
ARCHITECTURE / ENGINEERING / TECHNOLOGY
2800 Meridian Drive / Greenville, NC 27834 / tel (252) 757-0333

New PK-8 School
Beaufort County Schools
Bluffton Parkway
Bluffton / Beaufort County / South Carolina

Civil Engineering Consultant:
Ward Edwards Engineering
P.O. Box 23949
BLUFFTON, SC 29910
PH (843) 837-3250
FAX (843) 837-3258
WWW.WARDEDWARDS.COM

Project No. 21328

Date: 8 October 2014

Drawing no. C 103

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BIORETENTION # 1
GRADED TO CONTOURS SHOWN
SIDE SLOPES 4:1 H:V
BOTTOM ELEVATION 31.67

BIORETENTION # 2
GRADED TO CONTOURS SHOWN
SIDE SLOPES 4:1 H:V
BOTTOM ELEVATION 31.67

BIORETENTION # 3
GRADED TO CONTOURS SHOWN
SIDE SLOPES 4:1 H:V
BOTTOM ELEVATION 31.67

BIORETENTION # 4
GRADED TO CONTOURS SHOWN
SIDE SLOPES 4:1 H:V
BOTTOM ELEVATION 33.67

BIORETENTION # 5
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BIORETENTION # 7
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BIORETENTION # 8
GRADED TO CONTOURS SHOWN
SIDE SLOPES 4:1 H:V
BOTTOM ELEVATION 33.67

BIORETENTION BOTTOM: 34.67

BIORETENTION BOTTOM: 35.67

BIORETENTION BOTTOM: 33.67

LIMIT GRADING AROUND PRESERVED TREES TO KEEP CANOPY AREA AT EXISTING GRADE (TYP)

ROADS TO BE GRADED BASED ON CENTERLINE PROFILE AND TYPICAL ROAD CROSS SECTIONS

GRADE SMALL BIORETENTION CELLS IN PARKING MEDIANS. BOTTOM ELEVATIONS AS SHOWN.

PROPOSED BUILDING
FFE: 39.17

DOUBLE GATE, (TYP) 2 LOCATIONS

Turf / Gravel Emergency Access lane

GRADE 82 LF SHALLOW SWALE AT 0.50%

GRADE 161 LF SHALLOW SWALE AT 1.00%

GRADE 62 LF SHALLOW SWALE AT 0.50%

GRADE 233 LF SHALLOW SWALE AT 0.69%

GRADE 250 LF SHALLOW SWALE AT 0.50%

GRADE 171 LF SHALLOW SWALE AT 1.15%

GRADE 55 LF SHALLOW SWALE AT 0.50%

GRADE 142 LF SHALLOW SWALE AT 0.50%

GRADE 124 LF SHALLOW SWALE AT 1.23%

GRADE 99 LF SHALLOW SWALE AT 0.50%

GRADE 102 LF SHALLOW SWALE AT 0.50%

SIDEWALK CROSS SLOPE MAX 2% (TYP)

CHAIN LINK FENCE AROUND POND

POND BANKS 4:1 H:V

15' WIDE MAINTENANCE SHELF

ARCHEOLOGICAL SITE DO NOT DISTURB

1.39 ACRE WETLAND BUFFER (50' AVG, 25' MIN)

WETLAND A4
14.10 ACRES

PARCEL A
41.766 Ac.
N/F
BEAUFORT COUNTY SCHOOL DISTRICT
TAX PARCEL I.D. NO. R600 029 000 0012 0000

Softball

Future Expansion

DAVIS ROAD

HUBBARD LANE

Bluffton Parkway

SHEET 01
SHEET 03

SHEET 01
SHEET 02

N. 159,014.04
E. 2,018,229.76

GRAD NG AN
S = 0

LINE TABLE

LINE	LENGTH	BEARING
L1	73.65'	N 00°18'25" W
L2	18.42'	S 06°52'17" W

LINE TABLE

LINE	LENGTH	BEARING
L3	56.69'	S 57°34'29" W
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SHEET KEY MAP

01 02 03 04

Bluffton Parkway

GRAPHIC SCALE
40 20 0 40 80

No.	Date	Revision
1	8/14/14	RELOCATED RD & UTILITIES AND REGRADED ENTR. RTE

Hite associates
ARCHITECTURE / ENGINEERING / TECHNOLOGY
2600 Meridian Drive / Greenville, NC 27834 / tel (252) 757-0333

SOUTH CAROLINA PROFESSIONAL ENGINEER 22816 5/14/14 PAUL R. MOSER

CERTIFICATE OF AUTHORIZATION
SOUTH CAROLINA
WARD EDWARDS, INC.
No. C00152

Civil Engineering Consultant:
Ward Edwards Engineering
P.O. Box 1776
BLUFFTON, SC 29910
PH (843) 837-5250
FAX (843) 837-2558
WWW.WARDEDWARDS.COM

New PK-8 School

Beaufort County Schools

Bluffton Parkway

Bluffton / Beaufort County / South Carolina

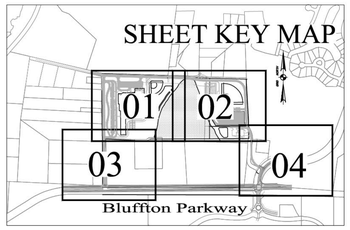
Project No. 21328

Date: 15 August 2014

Drawing no. C 01

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SHEET KEY MAP



BIORETENTION # 8 GRADED TO CONTOURS SHOWN SIDE SLOPES 4:1 H:V BOTTOM ELEVATION 33.67

SHEET 01 SHEET 03

PROPOSED BUILDING FFE: 39.17

GRADE 124 LF SHALLOW SWALE AT 1.23%

GRADE 99 LF SHALLOW SWALE AT 0.50%

SHEET 01 SHEET 03

WETLAND

BIORETENTION BOTTOM: 33.67

VINYL COATED CHAIN LINK FENCE

GRADE 102 LF SHALLOW SWALE AT 0.50%

GRADE 102 LF SHALLOW SWALE AT 0.50%

GRID NORTH

SIDEWALK CROSS SLOPE MAX 2% (TYP)

VINYL COATED CHAIN LINK FENCE

DOUBLE GATE

ROADS TO BE GRADED BASED ON CENTERLINE PROFILE AND TYPICAL ROAD CROSS SECTIONS

STORMWATER POND EASEMENT TO BE ACQUIRED BY BCSD

EASEMENT TO BE ACQUIRED BY BCSD

EASEMENT TO BE ACQUIRED BY BCSD

MATCH EXISTING EDGE OF PAVEMENT ELEVATION

BLUFFTON PARKWAY 120' R/W

GRAPHIC SCALE 40 20 0 40 80

GRAD NG AN

S = 0

No.	Date	Revision
4	10/8/14	MOVED DRIVEWAY ENTRANCE TO NEIGHBOR PROPERTY
1	8/14/14	RELOCATED RD. & UTILITIES AND REGRADED ENTIRE SITE

Hite associates
ARCHITECTURE / ENGINEERING / TECHNOLOGY
2800 Meridian Drive / Greenville, NC 27834 / tel (252) 757-0333

SOUTH CAROLINA PROFESSIONAL ENGINEER 22816 PAUL R. MOSIER REGISTERED 12/31/2014

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION WARD EDWARDS, INC. No. C001152

Civil Engineering Consultant:
Ward Edwards Engineering
P.O. Box 1776
BLUFFTON, SC 29910
PH (843) 837-5250
FAX (843) 837-2558
WWW.WARDEDWARDS.COM

New PK-8 School

Beaufort County Schools

Bluffton Parkway

Bluffton / Beaufort County / South Carolina

Project No. 21328

Date: 8 October 2014

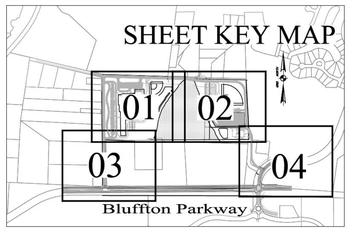
Drawing no. C 03

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Project No. 21328

Date: 8 October 2014

Drawing no. C 103

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BIORETENTION # 1
GRADED TO CONTOURS SHOWN
SIDE SLOPES 4:1 H:V
BOTTOM ELEVATION 31.67

BIORETENTION # 2
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FFE: 39.17

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CHAIN LINK FENCE AROUND POND

POND BANKS 4:1 H:V

15' WIDE MAINTENANCE SHELF

ARCHEOLOGICAL SITE DO NOT DISTURB

1.39 ACRE WETLAND BUFFER (50' AVG, 25' MIN)

WETLAND A4
14.10 ACRES

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41.766 Ac.
N/F
BEAUFORT COUNTY SCHOOL DISTRICT
TAX PARCEL I.D. NO. R600 029 000 0012 0000

Softball

Future Expansion

DAVIS ROAD

HUBBARD LANE

Bluffton Parkway

SHEET 01
SHEET 03

SHEET 01
SHEET 02

N. 159,014.04
E. 2,018,229.76

GRAD NG AN
S = 0

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New PK-8 School

Beaufort County Schools

Bluffton Parkway

Bluffton / Beaufort County / South Carolina

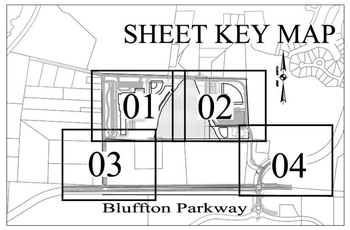
Project No. 21328

Date: 15 August 2014

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SHEET KEY MAP



BIORETENTION # 8 GRADED TO CONTOURS SHOWN SIDE SLOPES 4:1 H:V BOTTOM ELEVATION 33.67

SHEET 01 SHEET 03

PROPOSED BUILDING FFE: 39.17

GRADE 124 LF SHALLOW SWALE AT 1.23%

GRADE 99 LF SHALLOW SWALE AT 0.50%

SHEET 01 SHEET 03

WETLAND

BIORETENTION BOTTOM: 33.67

VINYL COATED CHAIN LINK FENCE

GRADE 102 LF SHALLOW SWALE AT 0.50%

GRADE 102 LF SHALLOW SWALE AT 0.50%

GRID NORTH

SIDEWALK CROSS SLOPE MAX 2% (TYP)

VINYL COATED CHAIN LINK FENCE

DOUBLE GATE

ROADS TO BE GRADED BASED ON CENTERLINE PROFILE AND TYPICAL ROAD CROSS SECTIONS

STORMWATER POND EASEMENT TO BE ACQUIRED BY BCSD

EASEMENT TO BE ACQUIRED BY BCSD

EASEMENT TO BE ACQUIRED BY BCSD

MATCH EXISTING EDGE OF PAVEMENT ELEVATION

BLUFFTON PARKWAY 120' R/W

GRAPHIC SCALE 40 20 0 40 80

GRAD NG AN

S = 0

No.	Date	Revision
4	10/8/14	MOVED DRIVEWAY ENTRANCE TO NEIGHBOR PROPERTY
1	8/14/14	RELOCATED RD. & UTILITIES AND REGRADED ENTIRE SITE

Hite associates
ARCHITECTURE / ENGINEERING / TECHNOLOGY
2800 Meridian Drive / Greenville, NC 27834 / tel (252) 757-0333

SOUTH CAROLINA PROFESSIONAL ENGINEER 22816 PAUL R. MOSIER REGISTERED 12/31/2014

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION WARD EDWARDS, INC. No. C001152

Civil Engineering Consultant:
Ward Edwards Engineering
P.O. Box 1776
BLUFFTON, SC 29910
PH (843) 837-5250
FAX (843) 837-2558
WWW.WARDEDWARDS.COM

New PK-8 School

Beaufort County Schools

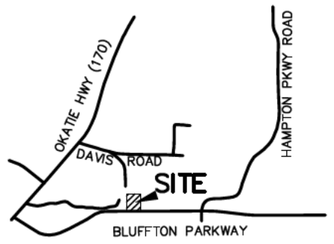
Bluffton Parkway

Bluffton / Beaufort County / South Carolina

Project No. 21328

Date: 8 October 2014

Drawing no. C 03



VICINITY MAP

N.T.S.

LINE TABLE		
LINE	LENGTH	BEARING
L1	43.22'	S 00°31'03" W
L2	60.85'	S 44°38'20" E
L3	43.14'	S 89°54'11" E
L4	167.17'	S 00°31'03" W
L5	175.68'	N 00°29'23" W
L6	192.11'	S 87°33'37" E
L7	56.76'	N 57°37'09" E
L8	210.14'	N 89°37'30" E
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L10	80.70'	N 89°51'38" W
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L12	50.03'	S 89°54'11" E
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L14	175.64'	N 00°29'23" W
L15	382.97'	N 00°34'23" W
L16	50.11'	N 87°30'38" W

N/F
BEAUFORT COUNTY
SCHOOL DISTRICT
R600-029-000-0012-0000

N/F
CAROLYN THEODORE
R600-029-000-0009-0000

N/F GEORGE F. &
CHRISTINE NIESAR
R600-029-000-011A-0000

N/F
ANTONIO MERCADO
R600-029-000-0134-0000

N/F
MF CAROLINA
PROPERTIES LLC
R610-029-000-0010-0000

N/F
GEORGE A.
CHEEK
R600-029-000-0024-0000

N/F
PARCEL 8C LLC
R610-029-000-1711-0000

N/F
BEAUFORT COUNTY
SCHOOL DISTRICT
R610-029-000-1702-0000

N/F
GREG W. &
LESLIE L. FORD &
JERRY RIC STONE
R600-029-000-0011-0000

N/F
PARCEL 8C LLC
R610-029-000-1711-0000

N. 159,012.34
E. 2,017,406.64

I.O. 1/2" PIPE W/CAP

S 87°30'34" E — 482.47'

I.O. 1/2" PIPE W/CAP

I.O. 1-1/2" PIPE

117.29'

I.N.

74.82'

I.O. PIPE

I.O. 1" PIPE

N. 158,986.38
E. 2,018,005.83

N 89°42'47" E — 448.84'

N. 159,017.22
E. 2,018,787.49

I.O. 2" PIPE

I.O. 3/4" REBAR

N 00°34'18" W — 380.35'

50' INGRESS/EGRESS EASEMENT

I.O. 1/2" PIPE W/CAP

I.O. 1/2" PIPE W/CAP

I.O. 1/2" REBAR (BENT)

I.N.

STORMWATER RETENTION POND EASEMENT
9.05 Ac.

N 00°22'30" W — 469.29'

STORMWATER RETENTION POND EASEMENT
1.24 Ac.

N/F GEORGE F. & CHRISTINE NIESAR
4.93 Ac.

489.94' — S 00°22'30" E

773.65' — S 00°34'18" E

114.12'

I.N.

336.04'

450.15' — S 89°37'30" W (TOTAL)

N/F GEORGE F. & CHRISTINE NIESAR
19.19 Ac.
R600-029-000-011A-0000

TURN RADIUS PARCEL
0.02 Ac.

I.O. 1/2" PIPE W/CAP

I.O. 1/2" PIPE W/CAP

I.O. 1/2" PIPE W/CAP

I.O. 1/2" PIPE W/CAP

N. 158,225.78
E. 2,017,425.22

N. 158,245.95
E. 2,017,410.03

N. 158,244.94
E. 2,018,005.83

N. 158,243.61
E. 2,018,795.21

552.65'

789.38'

I.N. 1342.04' — N 89°54'11" W (TOTAL)

BLUFFTON PARKWAY — 120' R/W

NOTES

1) I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN 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 "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO OBVIOUS, APPARENT OR VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

2) AS OF THE DATE OF THIS SURVEY THIS PROPERTY IS LOCATED IN ZONE C, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY H.U.D. PANEL 85-D, COMMUNITY NO. 450025, MAP DATED 9/29/86, BASE ELEVATION N/A. FLOOD HAZARD ZONE AND BASE ELEVATION SHOULD BE VERIFIED BY PROPER TOWN OR COUNTY BUILDING INSPECTIONS DEPARTMENT.

3) BUILDING SETBACKS WHICH EXIST FOR THIS LOT, SHOWN OR NOT SHOWN ON THIS SURVEY, ARE EXPLAINED IN THE COVENANTS. EASEMENTS & SETBACKS SHOWN SHOULD BE VERIFIED THRU THE APPROPRIATE ARCHITECTURAL REVIEW BOARD OR BUILDING AGENCY.

4) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE REPORT.

REFERENCE PLAT:

1) SURVEY FOR MANFRED RAICH,
BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA,
DATED: DECEMBER 16, 1981,
BY: ROD C. SPANN, R.L.S. NO. 6273,
RECORDED: P.B. 30, PG. 36, 1/8/82.

2) A MAP OF A 5.00 ACRES PARCEL CUT FROM LANDS N/F OF GEORGE F. & CHRISTINE NIESAR,
AS RECORDED IN THE OFFICE OF THE RECORDER FOR MESNA CONVEYENCE FOR BEAUFORT COUNTY, S.C.,
FOR GEORGE F. & CHRISTINE NIESAR,
DATED: JUNE 27, 1994,
BY: RICHARD KESSELRING, R.L.S. NO. 8105,
RECORDED: P.B. 50, PG. 32, 07-01-94.

3) A BOUNDARY PLAT OF 0.030 ACRES,
BEING A PORTION OF TOM ZINN PROPERTY,
TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA,
DATED: 7/31/08,
BY: BOYCE L. YOUNG, S.C.R.L.S. NO. 11079,
RECORDED: P.B. 126, PG. 11, 08/05/2008.

4) A SUBDIVISION PLAT OF PARCEL 8C,
TMS: R610 029 000 0610 0000,
A PORTION OF PARCEL 8, LLC PROPERTY,
TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA,
DATED: 04/13/09; REVISED: 5-18-09,
BY: BOYCE L. YOUNG, S.C.R.L.S. NO. 11079,
RECORDED: P.B. 128, PG. 42, 05/21/2009.

5) 50' RIGHT OF WAY FOR INGRESS AND EGRESS OF 0.881 ACRES,
TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA,
DATED: 04/01/08,
BY: BOYCE L. YOUNG, S.C.R.L.S. NO. 11079,
RECORDED: P.B. 124, PG. 128.

GRAPHIC SCALE
0 120 240 360

PLAT OF
TURN RADIUS PARCEL
AND
STORMWATER RETENTION POND EASEMENT
A PORTION OF
PARCELS 011A & 0034
TOWN OF BLUFFTON
BEAUFORT COUNTY
SOUTH CAROLINA

RECORDED IN
THE OFFICE OF THE
CLERK OF COURT
BEAUFORT COUNTY
P.B. ____ PAGE ____
DATE: _____

PREPARED FOR:

BEAUFORT COUNTY
SCHOOL DISTRICT

SOUTH CAROLINA REGISTERED LAND SURVEYOR 11059 TERRY G. HATCHELL

PRELIMINARY

SOUTH CAROLINA SURVEYING CONSULTANTS, INC. No.C00835 CERTIFICATE OF AUTHORIZATION

SURVEYING CONSULTANTS
17 Sherington Drive, Suite C
Bluffton, SC 29910
SC TELEPHONE: (843) 815-3304
FAX: (843) 815-3305
GA TELEPHONE: (912) 826-2775

SCALE: 1" = 120'

DATE: 05/29/2014

JOB NO: SC130199D

REVISIONS:

CREW: JK/JM
CAD: RGL

COPYRIGHT © BY SURVEYING CONSULTANTS

From:	Oetting, Robert S
To:	White, Phyllis
Subject:	RE: 24 Acres Next to River Ridge School for sale - Mary Jeans Otto 843-441-7011
Date:	Thursday, September 15, 2016 11:38:25 AM

Hello.

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District

From: White, Phyllis
Sent: Thursday, September 15, 2016 11:38 AM
To: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Subject: RE: 24 Acres Next to River Ridge School for sale - Mary Jeans Otto 843-441-7011

What are you going to say to George?

From: Oetting, Robert S
Sent: Thursday, September 15, 2016 11:33 AM
To: White, Phyllis <Phyllis.White@beaufort.k12.sc.us>
Subject: FW: 24 Acres Next to River Ridge School for sale - Mary Jeans Otto 843-441-7011

See below. George Neisar is selling his property next to RRA. I got a phone message from him and his realator today. I am going to call George back while I am on the road.

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District

From: Mary Jeans-Otto [[redacted]com]
Sent: Thursday, September 15, 2016 11:09 AM
To: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Subject: 24 Acres Next to River Ridge School for sale - Mary Jeans Otto 843-441-7011

Hi Robert,

Please let me know if the school district would be interested. Thanks, Mary

Click the following link to view the Listing:
http://hhimls.mlsmatrix.com/DE.asp?ID=100206250

Mary Jeans-Otto

Information Deemed Reliable But Not Guaranteed. Copyright: 2016 MLS of Hilton Head Island
Click this link if you wish to Unsubscribe.

From: Phyllis.White@beaufort.k12.sc.us
To: Robert.Oetting@beaufort.k12.sc.us
Subject: RE: Driessen easement
Date: Thursday, June 2, 2016 5:10:00 PM

This is good. Thank you.

From: Oetting, Robert S
Sent: Thursday, June 02, 2016 5:07 PM
To: White, Phyllis <Phyllis.White@beaufort.k12.sc.us>
Subject: RE: Driessen easement

He actually missed his driveway on his request. The actual area would need to be closer to the 1.4 acres shown on the attached. This version picks up the property driveway that is existing.

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District

From: Oetting, Robert S
Sent: Thursday, June 02, 2016 5:04 PM
To: White, Phyllis <Phyllis.White@beaufort.k12.sc.us>
Subject: RE: Driessen easement

He sent me a shaded in plat that has approximately 1 acre shaded similar to the attached aerial. I can give you the plat if you would like it as well.

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District

From: White, Phyllis
Sent: Thursday, June 02, 2016 4:59 PM
To: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Subject: RE: Driessen easement

Can you send me an aerial of the property Niesar wants to put on the market, please?

From: Oetting, Robert S
Sent: Thursday, June 02, 2016 4:53 PM
To: White, Phyllis <Phyllis.White@beaufort.k12.sc.us>
Subject: RE: Driessen easement

That is correct. The triangle piece may have been the original access to the Driessen property from the old road (School Rd) location. This piece was granted from Driessen to BCSD in order to build

the new road. You can see this on the attached picture.

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District

From: White, Phyllis
Sent: Thursday, June 02, 2016 4:44 PM
To: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Subject: RE: Driessen easement

See Schedule A on the document you attached. The property is described as an "Access Easement". I think it was called that for OUR purposes not the owners to give US access to the property.

From: Oetting, Robert S
Sent: Tuesday, April 26, 2016 11:40 AM
To: [redacted]
Cc: Murphy, Reggie D <Reggie.Murphy@beaufort.k12.sc.us>; White, Phyllis <Phyllis.White@beaufort.k12.sc.us>
Subject: Driessen easement

Marla,

Attached is some of the information that I was able to find on the Driessen easement. From these documents it can be found that the Board paid $25K for 0.11 acres in 2000. The first page shows that there was some discussion about an access easement, but I was unable to locate documentation where an access easement from School Road to the Driessen property was granted by the Board. If you have documentation that an access easement was granted, that would be beneficial information for the current Board in consideration of your 2nd easement request.

Robert S. Oetting, PE
Facilities Planning and Construction Officer
Beaufort County School District
P.O. Drawer 309
Beaufort, SC 29901
843-322-0783
robert.oetting@beaufort.k12.sc.us


Area: 1.39 ac


Area: 1.06 ac
Perimeter: 948.06


Area: 1.39 ac

C. RUSSELL KEEP, III
ATTORNEY
[redacted]

October 31, 2018

Wendy Bergfeldt Cartledge, Esq.
BCSD Counsel
Post Office Drawer 309
Beaufort, SC 29901

Re: George F. Niesar and Christine Neisar
-versus
Beaufort County School District
2017-DR-07-01212

Dear Ms. Cartledge,

I wanted to call you but there is no telephone number on your letterhead. By all means, send your appraiser to the Neisar property. Please send me a copy of the appraisal. Thank you.

With warmest, personal regards, I remain

Very truly yours,

C. RUSS KEEP, III, ESQ.

CRK/kmm
cc: MItch Griffith
cc: Christine Nemeth and George Neisar

From: Russ Keep
To: Cartledge, Wendy B
Cc: "Mitch Griffith"; "Christine Nemeth"
Subject: Neisar v. BCSD
Date: Wednesday, October 5, 2022 3:09:18 PM
Attachments: image002.jpg

Wendy and Mitch,

George is not doing and is in intensive care. He might not make it. I am told everything is willed to Christine. Does George need a POA for purposes of signing the Deed if he does not make it? Thank you.

Russ

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, September 08, 2022 4:32 PM
To: Russ Keep <[redacted]>
Cc: 'Mitch Griffith' <[redacted]>
Subject: RE: Please send back the signed contract and we will put the earnest money deposit in escrow

Hi Russ – we need the closing date filled out on the contract please. Thanks!

From: Russ Keep [redacted]>
Sent: Thursday, September 8, 2022 1:30 PM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Cc: 'Mitch Griffith' <[redacted]>
[redacted] we will put the earnest money deposit in escrow

WARNING: This email originated from outside of Beaufort County School District's email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, September 01, 2022 1:44 PM
To: Russ Keep [redacted]>
Cc: 'Mitch Griffith' [redacted]
Subject: Please send back the signed contract and we will put the earnest money deposit in escrow

Hopefully, Mr. Niesar can sell the appliances in the house.

Please let me know how I can be of assistance to facilitate the closing.

Thanks,

Wendy

Wendy B. Cartledge
General Counsel

Beaufort County School District
2900 Mink Point Blvd.
Beaufort, SC 29901
Direct Line: (843) 322.2414
Fax Line: (843) 322.2330
Wendy.Cartledge@beaufort.k12.sc.us

"ATTORNEY-CLIENT PRIVILEGED; DO NOT FORWARD WITHOUT PERMISSION." The information contained in this transmission is privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or by email to wendy.cartledge@beaufort.k12.sc.us or by replying to this message and destroy all copies of this message and all attachments.

Beaufort County School District Nondiscrimination Statement

The BCSD is committed to nondiscrimination and equal opportunity for all students, parents/legal guardians, staff, visitors, applicants for admission and employment, personnel, and community members who participate or seek to participate in its educational programs or activities. Accordingly, the BCSD does not discriminate against any individual on the basis of race, religion, gender, gender identity, sexual orientation, sex, pregnancy, childbirth, or any related medical conditions, color, physical or mental disability, age (40 or older), ancestry, genetic information, national origin, or any other applicable status protected by Title VI, Title VII, Title IX or any other local, state, or federal law.

C. RUSSELL KEEP, III
ATTORNEY
[redacted]

February 28, 2020
VIA E-MAIL & REGULAR U.S. MAIL

Heather McLeod
[redacted]

Re: Neisar v. Beaufort County School District
2017-CP-07-1212

STATUS UPDATE

Dear Heather,

We are just waiting for Beaufort County School District, represented by Wendy Cartledge (843-322-2414) and Mitch Griffith to buy the property subject to the water easement belonging to the school. Thank you.

With warmest, personal regards, I remain

Very truly yours,

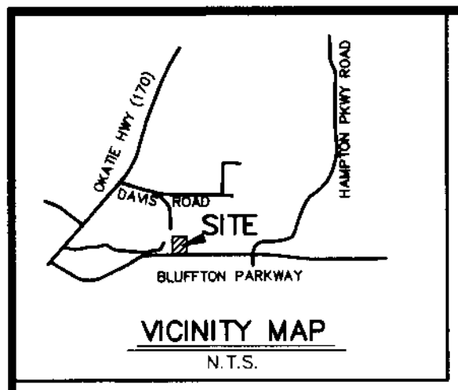
C. RUSS KEEP, III

CRK/kmm
cc: Neisar via e-mail
cc: Mitch Griffith and Wendy Cartledge via e-mail only

From: Russ Keep
To: "McLeod, Heather"
Cc: "Mitch Griffith"; Cartledge, Wendy B; "christine Niesar"
Subject: Neisar v. BC School District 2017-CP-07-1212 STATUS UPDATE
Date: Friday, February 28, 2020 3:32:40 PM
Attachments: LTR to Heather - status update.pdf

WARNING: This email originated from outside of Beaufort County School District's email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Heather,
Please see the attached correspondence from Russ. A hard copy will go out in the mail today. If you have any questions, please do not hesitate to contact our office. Thank you.
Kim



VICINITY MAP
N.T.S.

N/F
BEAUFORT COUNTY
SCHOOL DISTRICT
R600-029-000-0012-0000

N/F
CAROLYN THEODORE
R600-029-000-0009-0000

N/F GEORGE F. &
CHRISTINE NIESAR
R600-029-000-011A-0000

N/F
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R600-029-000-0134-0000

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MF CAROLINA
PROPERTIES LLC
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N/F
GEORGE A.
CHEEK
R600-029-000-0024-0000

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R610-029-000-1711-0000

N/F
BEAUFORT COUNTY
SCHOOL DISTRICT
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R610-029-000-1711-0000

STORMWATER
RETENTION
POND EASEMENT
9.05 Ac.

STORMWATER RETENTION
POND EASEMENT
1.24 Ac.

N/F GEORGE F. &
CHRISTINE NIESAR
4.93 Ac.
R600-029-000-0034-0000

N/F GEORGE F. &
CHRISTINE NIESAR
19.19 Ac.
R600-029-000-011A-0000

50' R/W FOR INGRESS AND EGRESS

TURN RADIUS PARCEL
0.02 Ac.

BLUFFTON PARKWAY – 120' R/W

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N. 158,225.78
E. 2,017,425.22

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S 87°30'34" E — 482.47'
N 89°42'47" E — 448.84'
N 00°34'18" W — 380.35'
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S 00°00'00" W — 463.54'
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S 00°34'18" E — 773.65'
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450.15' — S 89°37'30" W (TOTAL)
1342.04' — N 89°54'11" W (TOTAL)

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GRAPHIC SCALE
0 120 240 360

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1) SURVEY FOR MANFRED RAICH, BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA, DATED: DECEMBER 16, 1981, BY: ROD C. SPANN, R.L.S. NO. 6273, RECORDED: P.B. 30, PG. 36, 1/8/82.

2) A MAP OF A 5.00 ACRES PARCEL CUT FROM LANDS N/F OF GEORGE F. & CHRISTINE NIESAR, AS RECORDED IN THE OFFICE OF THE RECORDER FOR MESNA CONVEYENCE FOR BEAUFORT COUNTY, S.C., FOR GEORGE F. & CHRISTINE NIESAR, DATED: JUNE 27, 1994, BY: RICHARD KESSELRING, R.L.S. NO. 8105, RECORDED: P.B. 50, PG. 32, 07-01-94.

3) A BOUNDARY PLAT OF 0.030 ACRES, BEING A PORTION OF TOM ZINN PROPERTY, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA, DATED: 7/31/08, BY: BOYCE L. YOUNG, S.C.R.L.S. NO. 11079, RECORDED: P.B. 126, PG. 11, 08/05/2008.

4) A SUBDIVISION PLAT OF PARCEL 8C, TMS: R610 029 000 0610 0000, A PORTION OF PARCEL 8, LLC PROPERTY, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA, DATED: 04/13/09; REVISED: 5-18-09, BY: BOYCE L. YOUNG, S.C.R.L.S. NO. 11079, RECORDED: P.B. 128, PG. 42, 05/21/2009.

5) 50' RIGHT OF WAY FOR INGRESS AND EGRESS OF 0.881 ACRES, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA, DATED: 04/01/08, BY: BOYCE L. YOUNG, S.C.R.L.S. NO. 11079, RECORDED: P.B. 124, PG. 128.

EXEMPT

This plat of property is exempt from having to obtain a subdivision approval under the provision of the Beaufort County Development Standards Ordinance as provided for in Article 1 Division ____ Section 106-8(b)(9)(5)
Certified by ____
Date 07-10-2014

PLAT OF
TURN RADIUS PARCEL
AND
STORMWATER RETENTION POND EASEMENT
A PORTION OF
PARCELS 011A & 0034
TOWN OF BLUFFTON
BEAUFORT COUNTY
SOUTH CAROLINA

RECORDED IN
THE OFFICE OF THE
CLERK OF COURT
BEAUFORT COUNTY

BEAUFORT COUNTY SC - ROD
BK 139 Ps 9
FILE NUM 2014032332
07/10/2014 11:28:40 AM
REC'D BY rwebb RCPT# 747594
RECORDING FEES $10.00

PREPARED FOR:

BEAUFORT COUNTY
SCHOOL DISTRICT

SOUTH CAROLINA REGISTERED LAND SURVEYOR 11059 TERRY G. HATCHELL

SOUTH CAROLINA SURVEYING CONSULTANTS, INC. No.C00835 CERTIFICATE OF AUTHORIZATION

SURVEYING CONSULTANTS
17 Sherington Drive, Suite C
Bluffton, SC 29910
SC TELEPHONE: (843) 815-3304
FAX: (843) 815-3305
GA TELEPHONE: (912) 826-2775

SCALE: 1" = 120'

DATE: 05/29/2014

JOB NO: SC130199D

REVISIONS:

CREW: JK/JM
CAD: RGL

COPYRIGHT © BY SURVEYING CONSULTANTS

Book139/Page9 CFN#2014032332

From: Russ Keep
To: Cartledge, Wendy B; "E. Mitchell Griffith"
Subject: Neisar v. BC School District
Date: Wednesday, September 8, 2021 2:22:33 PM
Attachments: Plat 139 - 9.pdf

WARNING: This email originated from outside of Beaufort County School District's email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attached is the plat from plat book 139 page 9. I cannot seem to find the plat from plat book 50 at page 32 online.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Monday, March 11, 2019 10:15 AM
To: C. Russell Keep III [redacted]com>; E. Mitchell Griffith [redacted]
Subject: Neisar property
Can we discuss the property? Thanks for your time.
Wendy
Wendy Bergfeldt Cartledge
General Counsel
Beaufort County School District
Post Office Box 309
Beaufort, South Carolina 29901-0309
Telephone: 843-322-2414
CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, contains information which is or may be privileged pursuant to applicable attorney/client and/or other legal privilege, the Family Educational Rights & Privacy Act (FERPA), 20 U.S.C. 1232g, and/or other relevant state or federal law. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution and/or reproduction of this communication is strictly prohibited. If you have erroneously received this communication, please notify the sender by replying to this message immediately by telephone and by e-mail and destroy all copies of this message and all attachments. All e-mail correspondence to and from this address may be subject to South Carolina public records laws, which may result in monitoring and disclosure to third parties, including law enforcement

This document was prepared by

[redacted]

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made effective the latter date of execution below (the "Effective Date") by and between **Beaufort County School District**, with an address of P.O. Drawer 309, Beaufort, SC 29901 ("Purchaser") and **George F. Niesar and Christine Niesar**, whose address is 105 Bluffton Parkway, Bluffton, SC 29910 ("Seller").

1. PURCHASE AND SALE OF PROPERTY. In consideration of the mutual promises contained in this Contract, Purchaser agrees to purchase and Seller agrees to sell, upon all the terms and conditions hereafter set forth, the lots or parcels of land, with all improvements thereon, and any interests appurtenant thereto, situated in Beaufort County, South Carolina and being described as follows 1105 Bluffton Parkway, Bluffton, SC 29910 with Beaufort County Tax Map Parcel Numbers: R600-029-000-0034-0000 and R600-029-000-011A-0000 (the "Property").

2. PURCHASE PRICE. The total Purchase Price for the Property is EIGHT HUNDRED EIGHTY-SIX THOUSAND AND NO/100 DOLLARS ($886,000.00) ("Purchase Price") to be paid by Purchaser as follows:

(a) $86,000.00 earnest money deposit, to be paid to and held by Escrow Agent hereinafter named within three (3) business days of the Effective Date; and

(b) $800,000.00 in cash, due and payable by wire transfer at Closing (as hereafter defined).

3. FURNISHINGS, SYSTEMS. That which is to be conveyed to Purchaser pursuant to this Contract includes all heating and air conditioning systems, all fixtures attached to the Property, all plumbing and other equipment, and shall additionally include without limitation the following:

4. CONDITION OF PROPERTY. Purchaser has fully examined and inspected the Property, including any personal property described in Paragraph 4 above, and agrees to purchase them "as is." Seller makes no warranty of the condition of such Property; however, all appliances, and heating and air conditioning, electric and plumbing systems shall be in good working order at Closing.

5. CONVEYANCE OF PROPERTY. At Closing, Seller shall convey marketable title to the Property to Purchaser in fee simple by general warranty deed, free from encumbrances, except such as are herein agreed to be assumed by Purchaser. If an owner's title commitment can be issued by an ALTA title insurance company, without any unusual or extraordinary exceptions, this shall constitute evidence of marketable title. As a condition to Purchaser completing the Closing, by Closing, Seller shall remove all personal property, waste, and debris from the Property. Seller shall retain a lawyer licensed in South Carolina to represent Seller in the transaction and to prepare

documents required on Seller's behalf including, without limitation, the deed, FIRPTA affidavit, SC I-295, and seller's title affidavit.

6. DATE AND PLACE OF CLOSING. The closing of this Contract shall take place on or before _____, 2022 (the "Closing" or "Closing Date") at the office of Purchaser's attorney or other offices stipulated by Purchaser. Unless otherwise provided herein, Seller shall deliver possession of the Property to Purchaser at Closing.

7. RISK OF LOSS AND DAMAGE. The risk of loss or damage to the Property by fire or other casualty until Closing is the responsibility of Seller. In the case of loss or damage, Seller has the option to restore the Property within a reasonable time to substantially its undamaged condition or to terminate this Contract. In the event Seller elects to terminate this Contract, there shall be no further obligation of Seller to Purchaser and Escrow Agent shall return the earnest money to Purchaser.

8. PRORATIONS. All Beaufort County taxes, applicable water and sewer and other utility charges, maintenance assessments, regime fees and other applicable taxes and charges shall be prorated as of the date of Closing. Any outstanding special regime assessments shall be Seller's responsibility.

9. CLOSING EXPENSES. Seller shall be responsible for paying the Deed Recording Fee as required by Section 12-24 of the Code of Laws of South Carolina 1976, as amended (formerly referred to as documentary stamps) as well as for preparation of the deed. Purchaser shall be responsible for all financing costs, legal fees in connection with the title examination, title insurance costs, any other fees for recording the deed, any loan documentation and for any Town/County transfer fees, if applicable. As to any other expenses associated with Closing, Seller and Purchaser will pay such closing expenses customarily paid by sellers and purchasers in Beaufort County, South Carolina.

10. NO BROKERAGE FEES. Seller and Purchaser acknowledge and represent that they are dealing directly with each other with regard to this transaction and that there is no real estate broker involved or any real estate brokerage fee due. Purchaser holds Seller harmless from any claims for commission from any real estate broker with whom Purchaser may have dealt.

11. DEFAULT. Upon the failure of Purchaser to comply with the terms hereof within the stipulated time, and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that Seller may: (a) at its option because of the difficulty in ascertaining actual resulting damages, retain the earnest money deposit as liquidated and agreed damages; (b) enforce the performance of this Contract by specific performance; or (c) sue for damages. Upon the failure of Seller to comply with the terms hereof within the stipulated time and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that Purchaser may cancel the Contract and obtain refund of the earnest money deposit and/or proceed with all other rights and remedies at law or in equity against Seller.

12. ESCROW AGENT. Escrow Agent hereinabove referred to shall be Burr & Forman LLP, 4 Clarks Summit Drive, Suite 200, Bluffton, SC 29910, (843) 815- 2171, Attn: Sarah Robertson.

Escrow Agent shall not be charged with any knowledge until such facts are communicated to Escrow Agent in writing. Escrow Agent shall not be required to institute or maintain any litigation unless indemnified to its satisfaction for its legal fees, costs, disbursements and all other expenses and liabilities to which it may, in its judgment, be subjected in connection with this action. Seller and Purchaser shall at all times indemnify Escrow Agent against all actions, proceedings, claims or demands arising out of this transaction. Upon the failure of Purchaser to comply with the requirements as set forth herein and pursuant to the above referenced Paragraph 14, Escrow Agent shall be empowered to dispose of the earnest money deposit as provided for in said paragraph without incurring any liability. In the event of a dispute by and between Seller and Purchaser which cannot be resolved, Escrow Agent shall have the option of depositing the earnest money deposit into the Office of the Clerk of Court for Beaufort County, South Carolina pending resolution of the disposition of said funds and upon depositing said funds, Escrow Agent shall bear no further responsibility.

13. MISCELLANEOUS. If this offer is rejected by Seller, the earnest money deposit shall be returned in full to Purchaser. The invalidity or unenforceability of any provision of this Contact shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid and unenforceable provision were omitted. For the convenience of the parties hereto, duplicate originals of this Contract may be executed and each such original shall be deemed to be an original instrument. This Contract shall be governed and construed in accordance with the laws of the State of South Carolina. Titles of the paragraphs and subparagraphs included herein have been inserted as a matter of convenience for reference only and shall not affect the meaning or construction of any of the terms or provisions hereof. This Contract and all documents and instruments incorporated herein by specific reference are intended by the parties hereto to be the final and entire expression of their agreement and constitute a complete and exclusive statement of the terms hereof notwithstanding any representations or statements to the contrary heretofore made. In the event of litigation relating to enforcement of rights under this Contract, the prevailing party shall be entitled to recover all litigation expenses, including legal fees and court costs, from the non-prevailing party. This Contract may not be amended, modified, altered or changed in any respect whatsoever, except by a further written agreement duly executed by the parties hereto. No failure of a party to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and not practice at variance with the terms hereof, shall constitute a waiver of said power or right unless expressly authored in writing by the affected party. Seller acknowledges that the closing agent for this transaction is required by the provisions of the Internal Revenue Code of 1986, as amended, to complete and file a Form 1099B relating to the sale and, if Seller is a non-resident of South Carolina, a withholding return will be filed with the South Carolina Department of Revenue. Seller will cooperate and provide all information required to the closing agent. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

Purchaser's authorized agent has executed this Contract as of the date below.

PURCHASER:
Beaufort County School District

By:_____

Name: Frank J. Rodriguez

Title: Superintendent

Seller has executed this Contract as of the date below.

SELLER:

_____

George F. Niesar Date

_____

Christine Niesar Date

From: Russ Keep
To: Cartledge, Wendy B
Cc: "Mitch Griffith"
Subject: RE: Proposed Contract to purchase real estate
Date: Monday, August 29, 2022 1:30:27 PM
Attachments: image002.jpg
Active_48830909_Active_1_BCSD - Contract to Purchase Niesar Property (002).docx

---

I removed the Wood Infestation Report and the specifics under Furnishings, Systems both on page 1.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Monday, August 29, 2022 11:36 AM
To: Russ Keep [redacted]>
Cc: 'Mitch Griffith' <[redacted]com>
Subject: RE: Proposed Contract to purchase real estate

Thank you!! Please send me your other edits/revisions/ to the contract – appreciate it!

From: Russ Keep [redacted]>
Sent: Monday, August 29, 2022 11:20 AM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Cc: 'Mitch Griffith' <[redacted]com>
Subject: RE: Proposed Contract to purchase real estate

WARNING: This email originated from outside of Beaufort County School District's email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning! I will provide a W9 for my clients, since the money is not going to me, unfortunately! Ha ha!

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Monday, August 29, 2022 10:31 AM
To: Russ Keep <hh[redacted]
[redacted] <[redacted]>
Subject: Proposed Contract to purchase real estate
Importance: High

Dear Russ:

Good Morning! Please find attached a proposed contract for your review and comment. Please complete appliances in Section 3 and the closing date in Section 7.

We need a W-9 from your law firm so we can send you the earnest money deposit and the closing proceeds.

We look forward to working with you! Sarah Robertson will assist BCSD with the closing.

Thanks,

Wendy

Wendy B. Cartledge
General Counsel

Beaufort County School District
2900 Mink Point Blvd.
Beaufort, SC 29901
Direct Line: (843) 322.2414
Fax Line: (843) 322.2330
Wendy.Cartledge@beaufort.k12.sc.us

"ATTORNEY-CLIENT PRIVILEGED; DO NOT FORWARD WITHOUT PERMISSION." The information contained in this transmission is privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or by email to wendy.cartledge@beaufort.k12.sc.us or by replying to this message and destroy all copies of this message and all attachments.

Beaufort County School District Nondiscrimination Statement

The BCSD is committed to nondiscrimination and equal opportunity for all students, parents/legal guardians, staff, visitors, applicants for admission and employment, personnel, and community members who participate or seek to participate in its educational programs or activities. Accordingly, the BCSD does not discriminate against any individual on the basis of race, religion, gender, gender identity, sexual orientation, sex, pregnancy, childbirth, or any related medical conditions, color, physical or mental disability, age (40 or older), ancestry, genetic information, national origin, or any other applicable status protected by Title VI, Title VII, Title IX or any other local, state, or federal law.

This document was prepared by [redacted]

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made effective the latter date of execution below (the "Effective Date") by and between **Beaufort County School District**, with an address of P.O. Drawer 309, Beaufort, SC 29901 ("Purchaser") and **George F. Niesar and Christine Niesar**, whose address is 105 Bluffton Parkway, Bluffton, SC 29910 ("Seller").

1. PURCHASE AND SALE OF PROPERTY. In consideration of the mutual promises contained in this Contract, Purchaser agrees to purchase and Seller agrees to sell, upon all the terms and conditions hereafter set forth, the lots or parcels of land, with all improvements thereon, and any interests appurtenant thereto, situated in Beaufort County, South Carolina and being described as follows 1105 Bluffton Parkway, Bluffton, SC 29910 with Beaufort County Tax Map Parcel Numbers: R600-029-000-0034-0000 and R600-029-000-011A-0000 (the "Property").

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(a) $86,000.00 earnest money deposit, to be paid to and held by Escrow Agent hereinafter named within three (3) business days of the Effective Date; and

(b) $800,000.00 in cash, due and payable by wire transfer at Closing (as hereafter defined).

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4. CONDITION OF PROPERTY. Purchaser has fully examined and inspected the Property, including any personal property described in Paragraph 4 above, and agrees to purchase them "as is." Seller makes no warranty of the condition of such Property; however, all appliances, and heating and air conditioning, electric and plumbing systems shall be in good working order at Closing.

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documents required on Seller's behalf including, without limitation, the deed, FIRPTA affidavit, SC I-295, and seller's title affidavit.

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7. RISK OF LOSS AND DAMAGE. The risk of loss or damage to the Property by fire or other casualty until Closing is the responsibility of Seller. In the case of loss or damage, Seller has the option to restore the Property within a reasonable time to substantially its undamaged condition or to terminate this Contract. In the event Seller elects to terminate this Contract, there shall be no further obligation of Seller to Purchaser and Escrow Agent shall return the earnest money to Purchaser.

8. PRORATIONS. All Beaufort County taxes, applicable water and sewer and other utility charges, maintenance assessments, regime fees and other applicable taxes and charges shall be prorated as of the date of Closing. Any outstanding special regime assessments shall be Seller's responsibility.

9. CLOSING EXPENSES. Seller shall be responsible for paying the Deed Recording Fee as required by Section 12-24 of the Code of Laws of South Carolina 1976, as amended (formerly referred to as documentary stamps) as well as for preparation of the deed. Purchaser shall be responsible for all financing costs, legal fees in connection with the title examination, title insurance costs, any other fees for recording the deed, any loan documentation and for any Town/County transfer fees, if applicable. As to any other expenses associated with Closing, Seller and Purchaser will pay such closing expenses customarily paid by sellers and purchasers in Beaufort County, South Carolina.

10. NO BROKERAGE FEES. Seller and Purchaser acknowledge and represent that they are dealing directly with each other with regard to this transaction and that there is no real estate broker involved or any real estate brokerage fee due. Purchaser holds Seller harmless from any claims for commission from any real estate broker with whom Purchaser may have dealt.

11. DEFAULT. Upon the failure of Purchaser to comply with the terms hereof within the stipulated time, and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that Seller may: (a) at its option because of the difficulty in ascertaining actual resulting damages, retain the earnest money deposit as liquidated and agreed damages; (b) enforce the performance of this Contract by specific performance; or (c) sue for damages. Upon the failure of Seller to comply with the terms hereof within the stipulated time and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that Purchaser may cancel the Contract and obtain refund of the earnest money deposit and/or proceed with all other rights and remedies at law or in equity against Seller.

12. ESCROW AGENT. Escrow Agent hereinabove referred to shall be Burr & Forman LLP, 4 Clarks Summit Drive, Suite 200, Bluffton, SC 29910, (843) 815- 2171, Attn: Sarah Robertson.

Escrow Agent shall not be charged with any knowledge until such facts are communicated to Escrow Agent in writing. Escrow Agent shall not be required to institute or maintain any litigation unless indemnified to its satisfaction for its legal fees, costs, disbursements and all other expenses and liabilities to which it may, in its judgment, be subjected in connection with this action. Seller and Purchaser shall at all times indemnify Escrow Agent against all actions, proceedings, claims or demands arising out of this transaction. Upon the failure of Purchaser to comply with the requirements as set forth herein and pursuant to the above referenced Paragraph 14, Escrow Agent shall be empowered to dispose of the earnest money deposit as provided for in said paragraph without incurring any liability. In the event of a dispute by and between Seller and Purchaser which cannot be resolved, Escrow Agent shall have the option of depositing the earnest money deposit into the Office of the Clerk of Court for Beaufort County, South Carolina pending resolution of the disposition of said funds and upon depositing said funds, Escrow Agent shall bear no further responsibility.

13. MISCELLANEOUS. If this offer is rejected by Seller, the earnest money deposit shall be returned in full to Purchaser. The invalidity or unenforceability of any provision of this Contact shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid and unenforceable provision were omitted. For the convenience of the parties hereto, duplicate originals of this Contract may be executed and each such original shall be deemed to be an original instrument. This Contract shall be governed and construed in accordance with the laws of the State of South Carolina. Titles of the paragraphs and subparagraphs included herein have been inserted as a matter of convenience for reference only and shall not affect the meaning or construction of any of the terms or provisions hereof. This Contract and all documents and instruments incorporated herein by specific reference are intended by the parties hereto to be the final and entire expression of their agreement and constitute a complete and exclusive statement of the terms hereof notwithstanding any representations or statements to the contrary heretofore made. In the event of litigation relating to enforcement of rights under this Contract, the prevailing party shall be entitled to recover all litigation expenses, including legal fees and court costs, from the non-prevailing party. This Contract may not be amended, modified, altered or changed in any respect whatsoever, except by a further written agreement duly executed by the parties hereto. No failure of a party to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and not practice at variance with the terms hereof, shall constitute a waiver of said power or right unless expressly authored in writing by the affected party. Seller acknowledges that the closing agent for this transaction is required by the provisions of the Internal Revenue Code of 1986, as amended, to complete and file a Form 1099B relating to the sale and, if Seller is a non-resident of South Carolina, a withholding return will be filed with the South Carolina Department of Revenue. Seller will cooperate and provide all information required to the closing agent. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

Purchaser's authorized agent has executed this Contract as of the date below.

PURCHASER:
Beaufort County School District

By:_____

Name: Frank J. Rodriguez

Title: Superintendent

Seller has executed this Contract as of the date below.

SELLER:

George F. Niesar
George F. Niesar Date

Sept 3/22
Christine Niesar Date

From: Russ Keep
To: Cartledge, Wendy B; "E. Mitchell Griffith"
Cc: "Christine Nemeth"
Subject: RE: Niesar
Date: Thursday, June 6, 2019 1:47:21 PM

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Yes, for a reasonable price.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, June 06, 2019 1:44 PM
To: C. Russell Keep III [redacted]>; E. Mitchell Griffith [redacted]
Subject: Niesar

Hi Russ,

Does Mr. Niesar still want to sell the property to the school district?

Thanks,

Wendy

Wendy Bergfeldt Cartledge
General Counsel
Beaufort County School District
Post Office Box 309
Beaufort, South Carolina 29901-0309
Telephone: 843-322-2414

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From: Russ Keep
To: Cartledge, Wendy B; "Mitch Griffith"
Subject: RE: Niesar Closing
Date: Thursday, November 3, 2022 2:21:43 PM
Attachments: ~WRD3753.jpg
image001.jpg
image002.jpg
Dismissal.docx

Please see the attached for your approval prior to filing. Thank you.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Tuesday, November 01, 2022 3:26 PM
To: Russ Keep <[redacted]>; Mitch Griffith [redacted]>
Subject: FW: Niesar Closing

Hello All:
Would you please send me the Order of Dismissal for the Niesar case? [redacted] So glad all of this worked out!! Can the Order of Dismissal be filed tomorrow?
Thank you both for your help!!

From: Bailey, Sharon [redacted]>
Sent: Tuesday, November 1, 2022 12:25 PM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>; Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>; Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Cc: Robertson, Sarah <[redacted]>
Subject: RE: Niesar Closing

We are closing today – I just received the seller's documents and all is good. I will be disbursing this file next.

Thank you.

Sharon Bailey
Paralegal

Image removed by sender.

4 Clarks Summit Drive, Suite 200
Bluffton, South Carolina 29910

main 843-815-2171
fax 843-815-5991
sbailey@burr.com
Web

The information contained in this email is intended for the individual or entity above. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others; also, please notify the sender by replying to this message, and then delete this message from your system. Thank you.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Tuesday, November 1, 2022 11:27 AM
To: Bailey, Sharon <[redacted] Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>; Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Cc: Robertson, Sarah [redacted]>
Subject: RE: Niesar Closing

[EXTERNAL EMAIL]

Will the closing take place today?

From: Bailey, Sharon <[redacted]
Sent: Tuesday, November 1, 2022 9:01 AM
To: Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>; Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>; Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Cc: Robertson, Sarah <[redacted]>
Subject: RE: Niesar Closing

Good Morning!

We did receive the wire yesterday afternoon.

Thanks

Sharon Bailey
Paralegal

Image removed by sender.

4 Clarks Summit Drive, Suite 200
Bluffton, South Carolina 29910

main 843-815-2171
fax 843-815-5991
sbailey@burr.com
Web

The information contained in this email is intended for the individual or entity above. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others; also, please notify the sender by replying to this message, and then delete this message from your system. Thank you.

From: Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>
Sent: Monday, October 31, 2022 5:07 PM

To: Bailey, Sharon [redacted]; Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>; Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Cc: Robertson, Sarah <[redacted]>
Subject: RE: Niesar Closing

[EXTERNAL EMAIL]

We have confirmed the wire transfer was processed on our end.

Tonya V. Crosby, CPA
Chief Financial Officer
Beaufort County School District
2900 Mink Point Boulevard
Beaufort, South Carolina 29902
Office (843) 322-2397

From: Bailey, Sharon [redacted]>
Sent: Monday, October 31, 2022 4:08 PM
To: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>; Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Cc: Robertson, Sarah <[redacted]; Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>
Subject: RE: Niesar Closing

To keep you updated, we have not closed yet and probably won't until tomorrow. We have received copies of most of the seller signed closing documents, but still waiting on a few more to come in.

Thanks and we will keep you updated.

Sharon Bailey
Paralegal

Image removed by sender.

4 Clarks Summit Drive, Suite 200
Bluffton, South Carolina 29910

main 843-815-2171
fax 843-815-5991
sbailey@burr.com
Web

The information contained in this email is intended for the individual or entity above. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others; also, please notify the sender by replying to this message, and then delete this message from your system. Thank you.

From: Bailey, Sharon
Sent: Thursday, October 27, 2022 4:11 PM
To: 'Oetting, Robert S' <Robert.Oetting@beaufort.k12.sc.us>; Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Cc: Robertson, Sarah [redacted]; Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>
Subject: RE: Niesar Closing

I apologize for my error – it is next Monday.

From: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Sent: Thursday, October 27, 2022 4:09 PM
To: Bailey, Sharon [redacted]>; Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Cc: Robertson, Sarah [redacted] Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>
Subject: RE: Niesar Closing

[EXTERNAL EMAIL]

Isn't closing on Monday? You state tomorrow below.

Robert S. Oetting
Chief Operations Officer
Beaufort County School District
P.O. Drawer 309
Beaufort, SC 29901
843-322-0783
robert.oetting@beaufort.k12.sc.us

From: Bailey, Sharon <[redacted]
Sent: Thursday, October 27, 2022 3:55 PM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>; Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Cc: Robertson, Sarah <[redacted]
Subject: RE: Niesar Closing

WARNING: This email originated from outside of Beaufort County School District's email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon!

As promised, please find attached the following documents for you to print and have executed accordingly pending closing tomorrow:

1. Settlement Statement – please have signed at the bottom of the second page where indicated;
2. Tax Disclosure – please have signed at the bottom where marked;
3. Title Insurance Disclosure – please have signed where marked;
4. Termination of Easement – please have this document executed pursuant to the attached instruction sheet.

Once signed, please either fax or e-mail the documents back to me for closing and overnight the originals to us. A pre-paid UPS label is also attached for your use and convenience.

As you will note from Line 303 of the Settlement Statement, the total needed for closing is $818,685.31 and I've attached another copy of our bankwire instructions for your use in wiring your funds to our trust account.

Please do not hesitate to let us know if you have any questions at all. We will be more than happy to assist in any way to ensure a smooth and timely closing.

Thank you,
Sharon

Sharon Bailey
Paralegal

Image removed by sender.

4 Clarks Summit Drive, Suite 200
Bluffton, South Carolina 29910

main 843-815-2171
fax 843-815-5991
sbailey@burr.com
Web

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CASE NO. 2017-CP-07- 01212
	)	
GEORGE F. NIESAR AND	)	
CHRISTINE NIESAR,	)	**ORDER OF DISMISSAL**
Plaintiffs,	)	
-versus-	)	
	)	
BEAUFORT COUNTY SCHOOL DISTRICT,	)	
Defendant.	)	
	)	

PLEASE TAKE NOTICE that, pursuant to Rule 41 (a)(1)(B) of the South Carolina Rules of Civil Procedure, all Parties have agreed and does hereby voluntarily dismiss the within action, including the Complaint, and all claims, counterclaims and/or third-party claims that were or could have been asserted with prejudice.

IT IS SO ORDERED!

JUDGE BENTLEY PRICE

From: Russ Keep
To: Cartledge, Wendy B
Cc: "Mitch Griffith"; "george niesar"; "Christine Nemeth"
Subject: RE: Please send back the signed contract and we will put the earnest money deposit in escrow
Date: Wednesday, September 14, 2022 9:59:36 AM
Attachments: image002.jpg
Contract signed with closing date.pdf

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, September 08, 2022 4:32 PM
To: Russ Keep <[redacted]
Cc: 'Mitch Griffith' <[redacted]
Subject: RE: Please send back the signed contract and we will put the earnest money deposit in escrow

Hi Russ – we need the closing date filled out on the contract please. Thanks!

From: Russ Keep <[redacted]
Sent: Thursday, September 8, 2022 1:30 PM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Cc: 'Mitch Griffith' <[redacted]>
Subject: RE: Please send back the signed contract and we will put the earnest money deposit in escrow

WARNING: This email originated from outside of Beaufort County School District's email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, September 01, 2022 1:44 PM
To: Russ Keep <[redacted]>
Cc: 'Mitch Griffith' <[redacted]
Subject: Please send back the signed contract and we will put the earnest money deposit in escrow

Hopefully, Mr. Niesar can sell the appliances in the house.

Please let me know how I can be of assistance to facilitate the closing.

Thanks,
Wendy

Wendy B. Cartledge
General Counsel

Beaufort County School District

2900 Mink Point Blvd.
Beaufort, SC 29901
Direct Line: (843) 322.2414
Fax Line: (843) 322.2330
Wendy.Cartledge@beaufort.k12.sc.us
"ATTORNEY-CLIENT PRIVILEGED; DO NOT FORWARD WITHOUT PERMISSION." The information contained in this transmission is privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or by email to wendy.cartledge@beaufort.k12.sc.us or by replying to this message and destroy all copies of this message and all attachments.

Beaufort County School District Nondiscrimination Statement

The BCSD is committed to nondiscrimination and equal opportunity for all students, parents/legal guardians, staff, visitors, applicants for admission and employment, personnel, and community members who participate or seek to participate in its educational programs or activities. Accordingly, the BCSD does not discriminate against any individual on the basis of race, religion, gender, gender identity, sexual orientation, sex, pregnancy, childbirth, or any related medical conditions, color, physical or mental disability, age (40 or older), ancestry, genetic information, national origin, or any other applicable status protected by Title VI, Title VII, Title IX or any other local, state, or federal law.

From: Russ Keep
To: Cartledge, Wendy B
Subject: Read: Please send back the signed contract and we will put the earnest money deposit in escrow
Date: Friday, May 5, 2023 10:18:05 AM

Your message
To: Russ Keep
Cc: 'Mitch Griffith'
Subject: RE: Please send back the signed contract and we will put the earnest money deposit in escrow
Sent: 9/8/2022 4:31 PM
was read on 9/9/2022 9:08 AM.

From: Russ Keep
To: Cartledge, Wendy B
Subject: Read: Proposed Contract to purchase real estate
Date: Friday, May 5, 2023 10:18:05 AM

Your message
To: Russ Keep
Cc: 'Mitch Griffith'
Subject: RE: Proposed Contract to purchase real estate
Sent: 8/29/2022 11:35 AM
was read on 8/29/2022 1:01 PM.

A. Settlement Statement

U.S. Department of Housing and Urban Development
OMB Approval No. 2502-0265

B. Type of Loan

1. ☐FHA 2. ☐FmHA 3. ☐Conv. Unins. 4. ☐VA 5. ☐Conv. Ins.	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
	2000416.0000181SMB		

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 and Section 1010.

TitleExpress Settlement System
Printed 10/27/2022 at 14:44 SMB

D. NAME OF BORROWER:	Beaufort County School District
ADDRESS:	PO Drawer 309, Beaufort, SC 29901
E. NAME OF SELLER:	Christine Niesar
ADDRESS:	1105 Bluffton Parkway, Bluffton, SC 29910
F. NAME OF LENDER:	
ADDRESS:	
G. PROPERTY ADDRESS:	1105 Bluffton Pkwy, Bluffton, SC 29910 R600 029 000 0034 0000 and R600 029 000 011A 0000
H. SETTLEMENT AGENT:	Burr & Forman LLP
PLACE OF SETTLEMENT:	4 Clarks Summit Drive, Suite 200, Bluffton, SC 29910
I. SETTLEMENT DATE:	10/31/2022

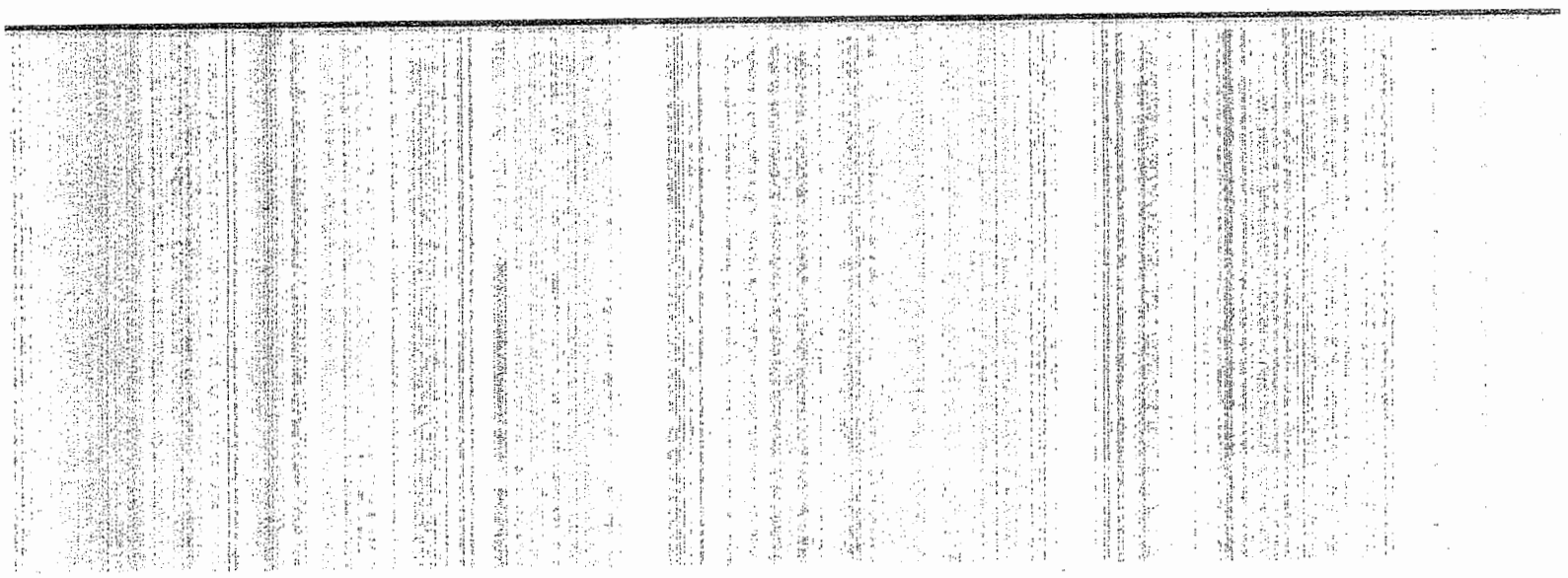
J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	886,000.00	401. Contract sales price	886,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	20,103.80	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	906,103.80	420. GROSS AMOUNT DUE TO SELLER	886,000.00
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money	86,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loans		502. Settlement charges to seller (line 1400)	3,308.20
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of First Mortgage Loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes 01/01/22 to 10/31/22	56.69	511. County taxes 01/01/22 to 10/31/22	56.69
212. Assessments		512. Assessments	
213. County Taxes (0034) 01/01/22 to 10/31/22	1,361.80	513. County Taxes (0034) 01/01/22 to 10/31/22	1,361.80
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	87,418.49	520. TOTAL REDUCTION AMOUNT DUE SELLER	4,726.69
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	906,103.80	601. Gross amount due to seller (line 420)	886,000.00
302. Less amounts paid by/for borrower (line 220)	87,418.49	602. Less reduction amount due seller (line 520)	4,726.69
303. CASH FROM BORROWER	818,685.31	603. CASH TO SELLER	881,273.31

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

SELLER'S INSTRUCTIONS: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Burr & Forman LLP
If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law, and Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN: _____ / _____ SELLER(S) SIGNATURE(S): _____ / _____
SELLER 1 SELLER 2 SELLER 1 SELLER 2



SETTLEMENT STATEMENT

L. SETTLEMENT CHARGES	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $886,000.00 @ 0.000 =		
Division of commission (line 700) as follows:		
701. $ to		
702. $ to		
703. Commission paid at Settlement		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan Origination Fee %		
802. Loan Discount %		
803. Appraisal Fee		
804. Credit Report		
805.		
806.		
807.		
808.		
809.		
810.		
811.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest From to @$ /day		
902. Mortgage Insurance Premium for 0 mont to		
903. Hazard Insurance Premium for 0 mont to		
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER FOR		
1001. Hazard Insurance mo. @ $ /mo		
1002. Mortgage Insurance mo. @ $ /mo		
1003. City Property Tax mo. @ $ /mo		
1004. County Property Tax mo. @ $ /mo		
1005. Annual Assessments mo. @ $ /mo		
1009. Aggregate Analysis Adjustment		
1100. TITLE CHARGES		
1101. Settlement or Closing Fee		
1102. Abstract or Title Search to Burr & Forman LLP	250.00	
1103. Final Update to Burr & Forman LLP	50.00	
1104. Title Insurance Binder to Counsellor Title Insurance Agency, LLC	250.00	
1105. Closing Protection Letter		
1106. UPS, Copies, Courier to Burr & Forman LLP	75.00	
1107. Attorney's fees to Burr & Forman LLP	6,500.00	
(includes above items No:)		
1108. Title Insurance to Counsellor Title Insurance Agency, LLC	1,864.80	
(includes above items No:)		
1109. Lender's Policy NONE		
1110. Owner's Policy 886,000.00 - 1,864.80		
1111.		
1112.		
1113.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording Fees Deed $ 15.00 ; Mortgage $; Release $	15.00	
1202. City/County tax/stamps Deed $; Mortgage $		
1203. City/County/State tax/stamps Deed $ 3,278.20 ; Mortgage $		3,278.20
1204. Transfer Fee Deed $; Mortgage $		
1205. Death Certificate Rec. Fee to Beaufort County Register of Deeds		25.00
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to Surveying Consultants	7,150.00	
1302. Phase I ESA to Newkirk Environmental Inc.	3,914.00	
1303. Easement Termination to Beaufort County Register of Deeds	25.00	
1304. E-Recording Fees to Burr & Forman LLP	10.00	5.00
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)	20,103.80	3,308.20

HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Beaufort County School District

By: Dr. Frank Rodriguez, Superintendent

Christine Niesar

L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $886,000.00 @ 0.000 =			
Division of commission (line 700) as follows:			
701. $	to		
702. $	to		
703. Commission paid at Settlement			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee %			
802. Loan Discount %			
803. Appraisal Fee			
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900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From to @$ /day			
902. Mortgage Insurance Premium for 0 mont to			
903. Hazard Insurance Premium for 0 mont to			
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER FOR			
1001. Hazard Insurance	mo. @ $ /mo		
1002. Mortgage Insurance	mo. @ $ /mo		
1003. City Property Tax	mo. @ $ /mo		
1004. County Property Tax	mo. @ $ /mo		
1005. Annual Assessments	mo. @ $ /mo		
1009. Aggregate Analysis Adjustment			
1100. TITLE CHARGES			
1101. Settlement or Closing Fee			
1102. Abstract or Title Search	to Burr & Forman LLP	250.00	
1103. Final Update	to Burr & Forman LLP	50.00	
1104. Title Insurance Binder	to Counsellor Title Insurance Agency, LLC	250.00	
1105. Closing Protection Letter			
1106. UPS, Copies, Courier	to Burr & Forman LLP	75.00	
1107. Attorney's fees	to Burr & Forman LLP	6,500.00	
(includes above items No:)			
1108. Title Insurance	to Counsellor Title Insurance Agency, LLC	1,864.80	
(includes above items No:)			
1109. Lender's Policy	NONE		
1110. Owner's Policy	886,000.00 - 1,864.80		
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees Deed $ 15.00	; Mortgage $; Release $	15.00	
1202. City/County tax/stamps	Deed $; Mortgage $		
1203. City/County/State tax/stamps	Deed $ 3,278.20 ; Mortgage $		3,278.20
1204. Transfer Fee	Deed $; Mortgage $		
1205. Death Certificate Rec. Fee	to Beaufort County Register of Deeds		25.00
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to Surveying Consultants	7,150.00	
1302. Phase I ESA	to Newkirk Environmental Inc.	3,914.00	
1303. Easement Termination	to Beaufort County Register of Deeds	25.00	
1304. E-Recording Fees	to Burr & Forman LLP	10.00	5.00
1400. TOTAL SETTLEMENT CHARGES	(enter on lines 103, Section J and 502, Section K)	20,103.80	3,308.20

HUD CERTIFICATION OF BUYER AND SELLER

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Beaufort County School Distrct

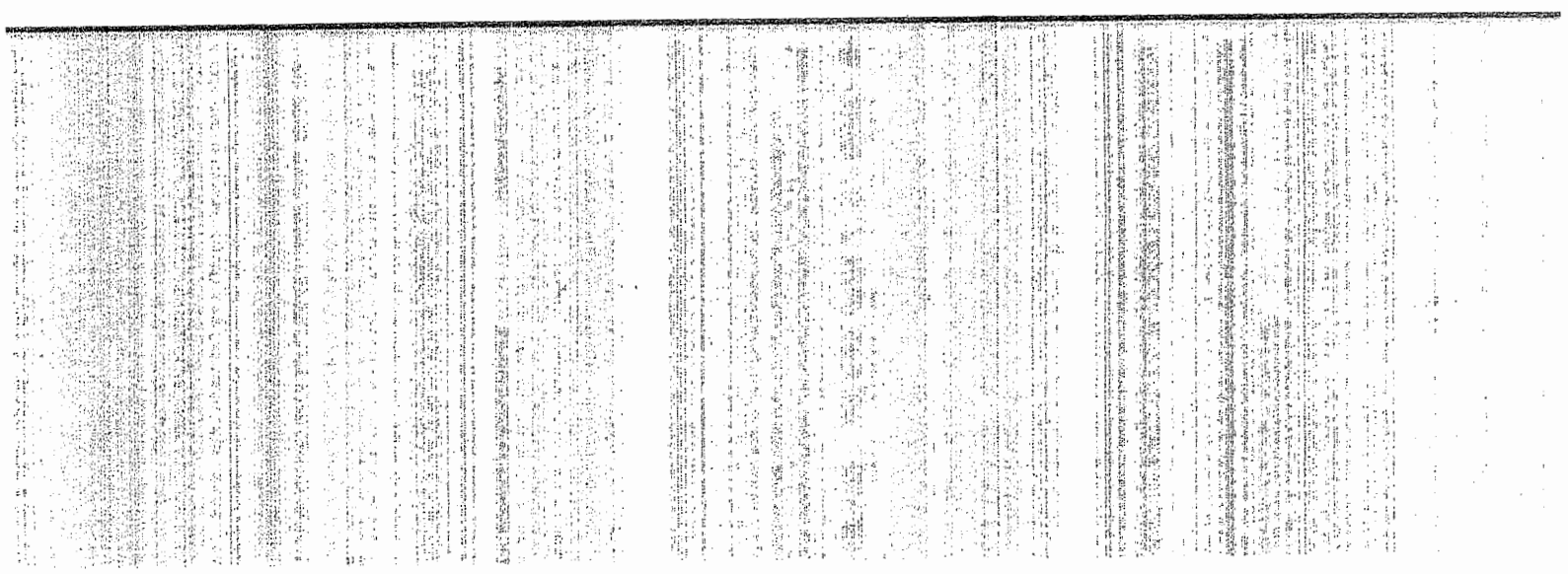
By:Dr. Frank Rodriguez, Superintendent

Chrsuna Nicol

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18 U.S. CODE SECTION 1001 AND SECTION 1010.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT. _____ DATE _____



L. SETTLEMENT CHARGES				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $886,000.00 @ 0.000 =					
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701. $	to				
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800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	%				
802. Loan Discount	%				
803. Appraisal Fee					
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805.					
806.					
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808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From	to	@$	/day		
902. Mortgage Insurance Premium for	0 mont	to			
903. Hazard Insurance Premium for	0 mont	to			
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER FOR					
1001. Hazard Insurance		mo. @ $	/mo		
1002. Mortgage Insurance		mo. @ $	/mo		
1003. City Property Tax		mo. @ $	/mo		
1004. County Property Tax		mo. @ $	/mo		
1005. Annual Assessments		mo. @ $	/mo		
1009. Aggregate Analysis Adjustment					
1100. TITLE CHARGES					
1101. Settlement or Closing Fee					
1102. Abstract or Title Search	to Burr & Forman LLP			250.00	
1103. Final Update	to Burr & Forman LLP			50.00	
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1105. Closing Protection Letter					
1106. UPS, Copies, Courier	to Burr & Forman LLP			75.00	
1107. Attorney's fees	to Burr & Forman LLP			6,500.00	
(includes above items No:)					
1108. Title Insurance	to Counsellor Title Insurance Agency, LLC			1,864.80	
(includes above items No:)					
1109. Lender's Policy	NONE				
1110. Owner's Policy	886,000.00 - 1,864.80				
1111.					
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees Deed $ 15.00	; Mortgage $		; Release $	15.00	
1202. City/County tax/stamps	Deed $		; Mortgage $		
1203. City/County/State tax/stamps	Deed $ 3,278.20		; Mortgage $		3,278.20
1204. Transfer Fee	Deed $		; Mortgage $		
1205. Death Certificate Rec. Fee	to Beaufort County Register of Deeds				25.00
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to Surveying Consultants			7,150.00	
1302. Phase I ESA	to Newkirk Environmental Inc.			3,914.00	
1303. Easement Termination	to Beaufort County Register of Deeds			25.00	
1304. E-Recording Fees	to Burr & Forman LLP			10.00	5.00
1400. TOTAL SETTLEMENT CHARGES	(enter on lines 103, Section J and 502, Section K)			20,103.80	3,308.20

HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Beaufort County School District

By: Dr. Frank Rodriquez, Superintendent

Christine Niesar

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT: _____ DATE: 10/31/22

A. Settlement Statement

U.S. Department of Housing and Urban Development
OMB Approval No. 2502-0265

B. Type of Loan

1. ☐FHA 2. ☐FmHA 3. ☐Conv. Unins. 4. ☐VA 5. ☐Conv. Ins.	6. File Number 2000416.0000181SMB	7. Loan Number	8. Mortgage Insurance Case Number
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 and Section 1010.			TitleExpress Settlement System Printed 10/27/2022 at 14:44 SMB

D. NAME OF BORROWER:	Beaufort County School District
ADDRESS:	PO Drawer 309, Beaufort, SC 29901
E. NAME OF SELLER:	Christine Niesar
ADDRESS:	1105 Bluffton Parkway, Bluffton, SC 29910
F. NAME OF LENDER:	
ADDRESS:	
G. PROPERTY ADDRESS:	1105 Bluffton Pkwy, Bluffton, SC 29910 R600 029 000 0034 0000 and R600 029 000 011A 0000
H. SETTLEMENT AGENT:	Burr & Forman LLP
PLACE OF SETTLEMENT:	4 Clarks Summit Drive, Suite 200, Bluffton, SC 29910
I. SETTLEMENT DATE:	10/31/2022

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	886,000.00	401. Contract sales price	886,000.00

BURR FORMAN LLP
results matter

Sarah F. Robertson
srobertson@burr.com

Burr & Forman LLP
The Plaza at Belfair
4 Clarks Summit Drive, Suite 200
Bluffton, SC 29910

Mailing Address:
Post Office Drawer 3
Hilton Head Island, SC 29938

Office 843.815.2171
Fax 843.815.5991

BURR.COM

November 7, 2022

VIA US MAIL & EMAIL: (wendy.cartledge@beaufort.k12.sc.us)

Wendy Cartledge, Attorney at Law
Beaufort County School District
PO Drawer 309
Beaufort, SC 29901

RE: BCSD Purchase of 1105 Bluffton Pkwy, Bluffton, SC 29910 from Christine Niesar

Dear Wendy:

As you are aware, I am pleased to confirm that Beaufort County School District's purchase of 1105 Bluffton Pkwy (R600 029 000 0034 0000 and R600 029 000 011A 0000) has closed and all disbursements have been made. The original deed has been electronically recorded with Beaufort County. A copy is enclosed and the original will be forwarded to you, along with the title insurance owners policy. Please do not be concerned if there is a four to five month delay because the processing of the deed after it is recorded frequently takes that much time.

I have enclosed a copy of the closing documents for your records along with a memorandum regarding real property taxes in Beaufort County. Please read this carefully for future reference. As you recall, BCSD was given a credit for the Seller's portion of taxes from January 1st through the date of closing. Please note that the Beaufort County tax bills were not available at time of closing but are now due and payable. Please find a copy of the printout from the Treasure's website and remit your payment directly to the Treasurer's office.

Property owners in Beaufort County, South Carolina may register at no charge to receive alerts from Beaufort County Register of Deeds regarding possible fraudulent activity involving their property. The sign up page for Beaufort County can be found at www.beaufortcountysc.gov/register-of-deeds/. Your real property is one of your most significant assets. With a few clicks, you can set up a fraud alert notice to protect your investment. If any documents involving your property are recorded, you will receive an email message notifying you of the activity. I encourage you to take advantage of this free service.

SETTLEMENT STATEMENT

L. SETTLEMENT CHARGES	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $886,000.00 @ 0.000 =		
Division of commission (line 700) as follows:		
701. $ to		
702. $ to		
703. Commission paid at Settlement		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan Origination Fee %		
802. Loan Discount %		
803. Appraisal Fee		
804. Credit Report		
805.		
806.		
807.		
808.		
809.		
810.		
811.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest From to @$ /day		
902. Mortgage Insurance Premium for 0 mont to		
903. Hazard Insurance Premium for 0 mont to		
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER FOR		
1001. Hazard Insurance mo. @ $ /mo		
1002. Mortgage Insurance mo. @ $ /mo		
1003. City Property Tax mo. @ $ /mo		
1004. County Property Tax mo. @ $ /mo		
1005. Annual Assessments mo. @ $ /mo		
1009. Aggregate Analysis Adjustment		
1100. TITLE CHARGES		
1101. Settlement or Closing Fee		
1102. Abstract or Title Search to Burr & Forman LLP	250.00	
1103. Final Update to Burr & Forman LLP	50.00	
1104. Title Insurance Binder to Counsellor Title Insurance Agency, LLC	250.00	
1105. Closing Protection Letter		
1106. UPS, Copies, Courier to Burr & Forman LLP	75.00	
1107. Attorney's fees to Burr & Forman LLP	6,500.00	
(includes above items No:)		
1108. Title Insurance to Counsellor Title Insurance Agency, LLC	1,864.80	
(includes above items No:)		
1109. Lender's Policy NONE		
1110. Owner's Policy 886,000.00 - 1,864.80		
1111.		
1112.		
1113.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording Fees Deed $ 15.00 ; Mortgage $; Release $	15.00	
1202. City/County tax/stamps Deed $; Mortgage $		
1203. City/County/State tax/stamps Deed $ 3,278.20 ; Mortgage $		3,278.20
1204. Transfer Fee Deed $; Mortgage $		
1205. Death Certificate Rec. Fee to Beaufort County Register of Deeds		25.00
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to Surveying Consultants	7,150.00	
1302. Phase I ESA to Newkirk Environmental Inc.	3,914.00	
1303. Easement Termination to Beaufort County Register of Deeds	25.00	
1304. E-Recording Fees to Burr & Forman LLP	10.00	5.00
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)	20,103.80	3,308.20

HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Beaufort County School District

By: Dr. Frank Rodriquez, Superintendent

Christine Niesar

L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $886,000.00 @ 0.000 =			
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804. Credit Report			
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809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From	to @$ /day		
902. Mortgage Insurance Premium for 0 mont	to		
903. Hazard Insurance Premium for 0 mont	to		
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER FOR			
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1005. Annual Assessments	mo. @ $ /mo		
1009. Aggregate Analysis Adjustment			
1100. TITLE CHARGES			
1101. Settlement or Closing Fee			
1102. Abstract or Title Search	to Burr & Forman LLP	250.00	
1103. Final Update	to Burr & Forman LLP	50.00	
1104. Title Insurance Binder	to Counsellor Title Insurance Agency, LLC	250.00	
1105. Closing Protection Letter			
1106. UPS, Copies, Courier	to Burr & Forman LLP	75.00	
1107. Attorney's fees	to Burr & Forman LLP	6,500.00	
(includes above items No:	)		
1108. Title Insurance	to Counsellor Title Insurance Agency, LLC	1,864.80	
(includes above items No:	)		
1109. Lender's Policy	NONE		
1110. Owner's Policy	886,000.00 - 1,864.80		
1111.			
1112.			
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1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
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1304. E-Recording Fees	to Burr & Forman LLP	10.00	5.00
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Beaufort County School District

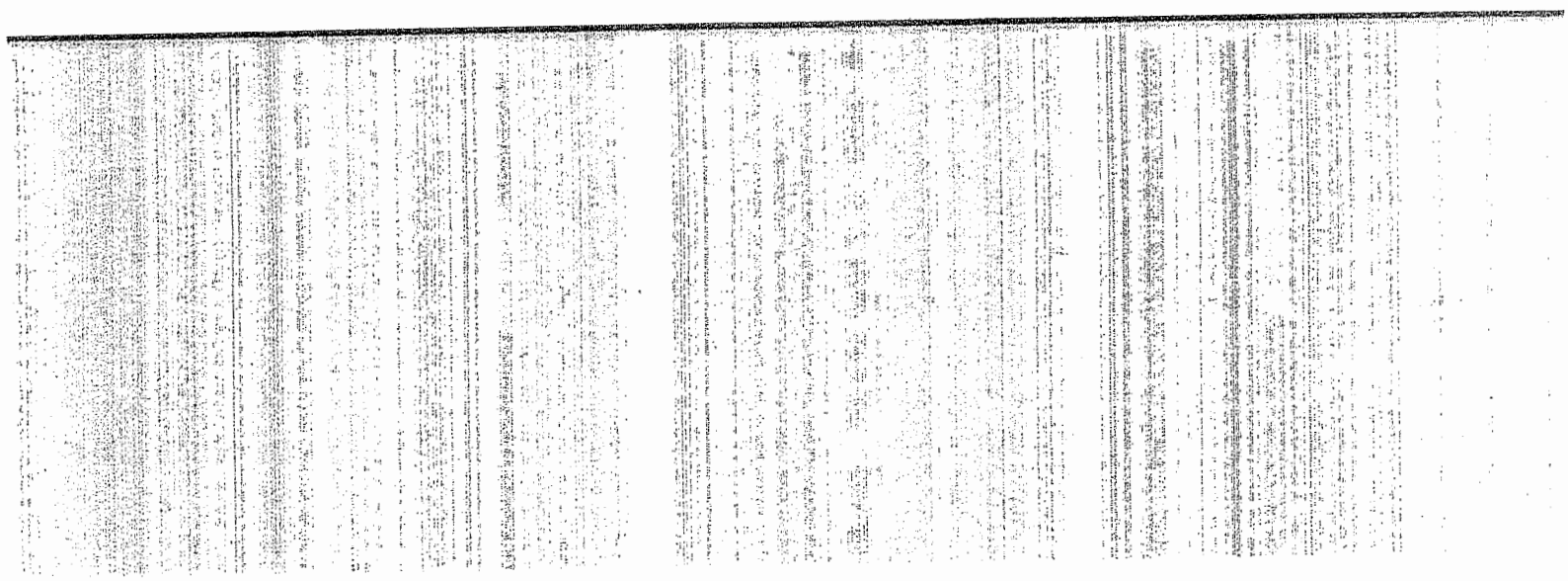
By: Dr. Frank Rodriguez, Superintendent

X Christina Nioset

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18 U.S. CODE SECTION 1001 AND SECTION 1010.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT. _____ DATE _____



L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $886,000.00 @ 0.000 =			
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810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From	to @$ /day		
902. Mortgage Insurance Premium for	0 mont to		
903. Hazard Insurance Premium for	0 mont to		
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER FOR			
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1004. County Property Tax	mo. @ $ /mo		
1005. Annual Assessments	mo. @ $ /mo		
1009. Aggregate Analysis Adjustment			
1100. TITLE CHARGES			
1101. Settlement or Closing Fee			
1102. Abstract or Title Search	to Burr & Forman LLP	250.00	
1103. Final Update	to Burr & Forman LLP	50.00	
1104. Title Insurance Binder	to Counsellor Title Insurance Agency, LLC	250.00	
1105. Closing Protection Letter			
1106. UPS, Copies, Courier	to Burr & Forman LLP	75.00	
1107. Attorney's fees	to Burr & Forman LLP	6,500.00	
(includes above items No:	)		
1108. Title Insurance	to Counsellor Title Insurance Agency, LLC	1,864.80	
(includes above items No:	)		
1109. Lender's Policy	NONE		
1110. Owner's Policy	886,000.00 - 1,864.80		
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees Deed $ 15.00	; Mortgage $; Release $	15.00	
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Beaufort County School District

By: Dr. Frank Rodriquez, Superintendent

Christine Niesar

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The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT: _____ DATE: 10/31/22

A. Settlement Statement

U.S. Department of Housing and Urban Development
OMB Approval No. 2502-0265

B. Type of Loan

1. ☐FHA 2. ☐FmHA 3. ☐Conv. Unins. 4. ☐VA 5. ☐Conv. Ins.	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
	2000416.0000181SMB		

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 and Section 1010.

TitleExpress Settlement System
Printed 10/27/2022 at 14:44 SMB

D. NAME OF BORROWER:	Beaufort County School District
ADDRESS:	PO Drawer 309, Beaufort, SC 29901
E. NAME OF SELLER:	Christine Niesar
ADDRESS:	1105 Bluffton Parkway, Bluffton, SC 29910
F. NAME OF LENDER:	
ADDRESS:	
G. PROPERTY ADDRESS:	1105 Bluffton Pkwy, Bluffton, SC 29910 R600 029 000 0034 0000 and R600 029 000 011A 0000
H. SETTLEMENT AGENT:	Burr & Forman LLP
PLACE OF SETTLEMENT:	4 Clarks Summit Drive, Suite 200, Bluffton, SC 29910
I. SETTLEMENT DATE:	10/31/2022

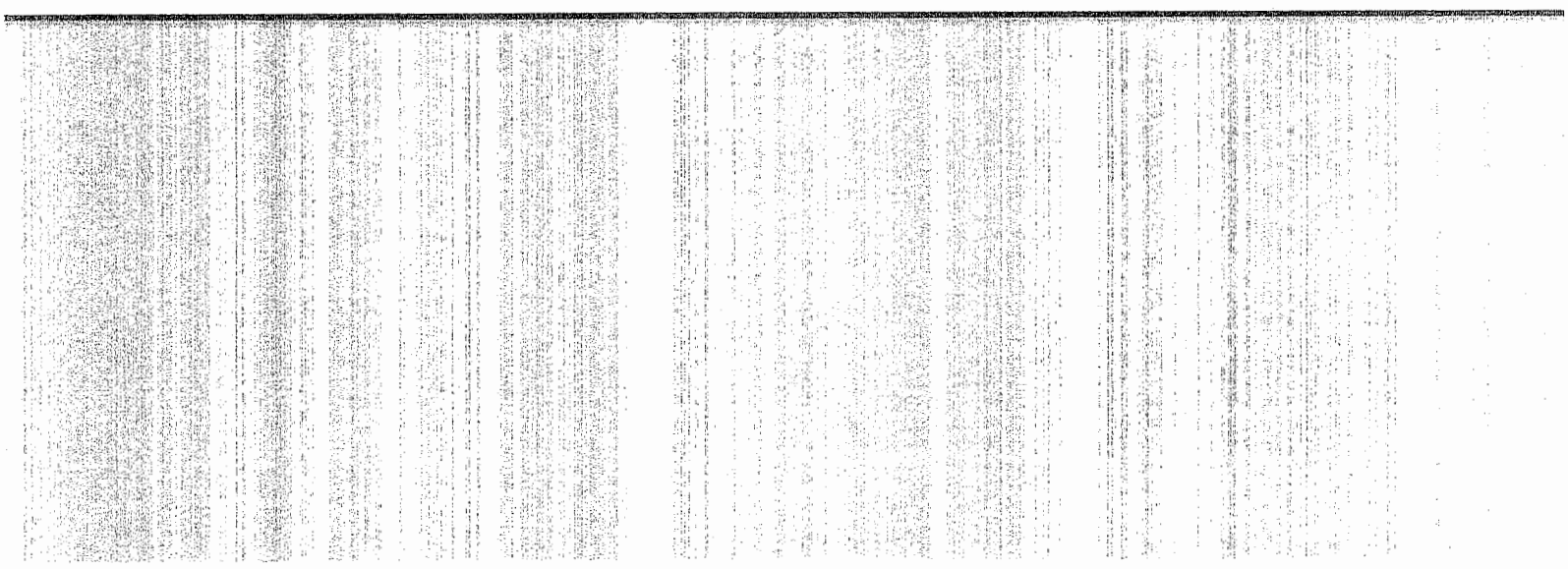
J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	886,000.00	401. Contract sales price	886,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	20,103.80	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	906,103.80	420. GROSS AMOUNT DUE TO SELLER	886,000.00
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money	86,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loans		502. Settlement charges to seller (line 1400)	3,308.20
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of First Mortgage Loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes 01/01/22 to 10/31/22	56.69	511. County taxes 01/01/22 to 10/31/22	56.69
212. Assessments		512. Assessments	
213. County Taxes (0034) 01/01/22 to 10/31/22	1,361.80	513. County Taxes (0034) 01/01/22 to 10/31/22	1,361.80
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	87,418.49	520. TOTAL REDUCTION AMOUNT DUE SELLER	4,726.69
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	906,103.80	601. Gross amount due to seller (line 420)	886,000.00
302. Less amounts paid by/for borrower (line 220)	87,418.49	602. Less reduction amount due seller (line 520)	4,726.69
303. CASH FROM BORROWER	818,685.31	603. CASH TO SELLER	881,273.31

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

SELLER'S INSTRUCTIONS: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Burr & Forman LLP
If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law, and Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN: _____ / _____ SELLER(S) SIGNATURE(S): _____ / _____
SELLER 1 SELLER 2 SELLER 1 SELLER 2



L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
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Beaufort County School District

By: Dr. Frank Rodriquez, Superintendent

Christine Niesar

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1201. Recording Fees Deed $ 15.00	; Mortgage $; Release $	15.00	
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1400. TOTAL SETTLEMENT CHARGES	(enter on lines 103, Section J and 502, Section K)	20,103.80	3,308.20

HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Beaufort County School District

By: Dr. Frank Rodriguez, Superintendent

Christine Nieser

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18 U.S. CODE SECTION 1001 AND SECTION 1010.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT. _____ DATE _____

L. SETTLEMENT CHARGES				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $886,000.00 @ 0.000 =					
Division of commission (line 700) as follows:					
701. $	to				
702. $	to				
703. Commission paid at Settlement					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	%				
802. Loan Discount	%				
803. Appraisal Fee					
804. Credit Report					
805.					
806.					
807.					
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From	to	@$	/day		
902. Mortgage Insurance Premium for	0 mont to				
903. Hazard Insurance Premium for	0 mont to				
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER FOR					
1001. Hazard Insurance	mo. @ $		/mo		
1002. Mortgage Insurance	mo. @ $		/mo		
1003. City Property Tax	mo. @ $		/mo		
1004. County Property Tax	mo. @ $		/mo		
1005. Annual Assessments	mo. @ $		/mo		
1009. Aggregate Analysis Adjustment					
1100. TITLE CHARGES					
1101. Settlement or Closing Fee					
1102. Abstract or Title Search	to Burr & Forman LLP			250.00	
1103. Final Update	to Burr & Forman LLP			50.00	
1104. Title Insurance Binder	to Counsellor Title Insurance Agency, LLC			250.00	
1105. Closing Protection Letter					
1106. UPS, Copies, Courier	to Burr & Forman LLP			75.00	
1107. Attorney's fees	to Burr & Forman LLP			6,500.00	
(includes above items No:	)				
1108. Title Insurance	to Counsellor Title Insurance Agency, LLC			1,864.80	
(includes above items No:	)				
1109. Lender's Policy	NONE				
1110. Owner's Policy	886,000.00 - 1,864.80				
1111.					
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees Deed $ 15.00	; Mortgage $		; Release $	15.00	
1202. City/County tax/stamps	Deed $		; Mortgage $		
1203. City/County/State tax/stamps	Deed $ 3,278.20		; Mortgage $		3,278.20
1204. Transfer Fee	Deed $		; Mortgage $		
1205. Death Certificate Rec. Fee	to Beaufort County Register of Deeds				25.00
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to Surveying Consultants			7,150.00	
1302. Phase I ESA	to Newkirk Environmental Inc.			3,914.00	
1303. Easement Termination	to Beaufort County Register of Deeds			25.00	
1304. E-Recording Fees	to Burr & Forman LLP			10.00	5.00
1400. TOTAL SETTLEMENT CHARGES	(enter on lines 103, Section J and 502, Section K)			20,103.80	3,308.20

HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Beaufort County School District

By: Dr. Frank Rodriquez, Superintendent

Christine Niesar

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT: _____ DATE: 10/31/22

NOTICE TO PURCHASER
RE: BEAUFORT COUNTY AD VALOREM TAXES

PURCHASER: Beaufort County School District

PROPERTY: 1105 Bluffton Pkwy, Bluffton, SC 29910

As is the case with all local governments (counties) in the State of South Carolina, Beaufort County operates on a retroactiv collection of ad valorem taxes, i.e., the current year tax bills are issued near the end of the tax year. In fact, S.C. Law requires ta bills to be mailed by September 30. However, the date is subject to change to a later date, if an extension is requested by th county auditor.

As a courtesy, all property transfers occurring **prior** to September 15, 2022, will be addressed by the County to the January 1 2022, owner of record c/o the new owner at the new owner's address of deed. All property transfers occurring **after** September 1: will be sent to the January 1, 2022, owner of record as prescribed by S.C. Law. If you need to change your address, you shoul send a notice directly to the Beaufort County Tax Assessor, P.O. Box 458, Beaufort, SC 29901. We would therefore appreciat your reading and signing the disclaimer below.

BURR & FORMAN LLP

By: _____
Closing Attorney

****

CREDIT ON SETTLEMENT STATEMENT

We acknowledge our understanding that the seller has been debited at closing the seller's share of taxes for the current tax yea from January 1 to date of closing as indicated on Line 211/511 of the Settlement Statement, and that we are now responsible fo payment of ad valorem taxes for the current tax year. If 2022 taxes are being paid at closing, funds have also been paid by us fo our share, as shown on Line 107 of the Settlement Statement.

TAX BILL

We acknowledge that should we not receive a tax bill related to the captioned real property by November 30, 2022, it will be **ou responsibility** to contact the Beaufort County Treasurer's Office at (843) 255-2600 to request the same. You may also access you tax information and pay your taxes on-line at **www.co.beaufort.sc.us**. Escrow of taxes by our mortgage holder does not relieve u: of the responsibility to confirm that all relevant county taxes have been paid. We authorize BURR & FORMAN LLP to use the fund collected on the Settlement Statement to pay the tax bill.

DELINQUENCY

Taxes are delinquent as of January 15, 2023, and penalties are applied. If taxes are unpaid as of August 31, 2023, the property wil be advertised and subsequently sold on the first Monday in October of 2023.

PRIMARY RESIDENCE

We understand that if we occupy the captioned property as of January 1 of the tax year as our primary place of residence, we ma be entitled to a 4% assessment ratio by application to the Beaufort County Tax Assessor. (For details please contact the Count Assessor at (843) 255-2400.) (NOTE: You may qualify for a further benefit as a primary residence owner and senior citizen, i.e. 65 or older under the Homestead Exemption Act.) For further details contact the Beaufort County Auditor at (843) 255-2500 Forms and information are available on-line at the Beaufort County web page: **www.co.beaufort.sc.us**.

We have received a copy of this disclaimer from BURR & FORMAN LLP.

Beaufort County School District

By: _____
Dr. Frank Rodriguez, Superintendent

GENERAL QUESTIONS

For general questions, please call (843) 255-2000

BILL INFORMATION

This tax bill may be processed electronically.

If your check is dishonored or returned for any reason, we will electronically debit your account for the amount of the check plus a processing fee of $30.00. This may also result in additional fees being incurred from your bank.

If your mobile home ownership changes or you move your mobile home, please contact Building Codes at (843) 255-2065.

For Stormwater Utility Fee questions, please contact Stormwater Administration at (843) 255-2805 or stormwater@bcgov.net. Stormwater rate information can be found at www.beaufortcountysc.gov/stormwater.

GLOSSARY OF TERMS

PROPERTY CLASS CODE: The type (use) of a property subject to appraisal, assessment, and taxation.

APPRAISED VALUE: The value determined by the Assessor's and Auditor's Office before any modifiers or exemptions are applied. It is the most probable price that the property would sell for in an open market between a willing buyer and seller.

CAPPED VALUE: The value upon which modifiers or exemptions are applied and the limit to which a real property's taxable value can increase. This amount may be the same as a property's appraised value.

TAXABLE VALUE: The value upon which the millage is applied.

HOMESTEAD EXEMPTION VALUE: A deduction of $50,000 from a property's capped value for qualified individuals.

ASSESSMENT RATIO: The percentage (4%, 5%, 6%, or 10.5%) applied to determine the taxable value of a property that is subject to taxation.

MILLAGE RATE: The tax rate applied to the taxable value of a property. It is the total amount of mills levied in order to meet the budget of a school district, county, city or other political subdivision.

SCHOOL TAX CREDIT: That portion of the millage rate for school operations which is exempted for primary residences assessed at 4%, this does not include taxes levied for school debt.

RESIDENT EXEMPTION FRAUD

An individual claiming the legal resident (4%) exemption on a property in which he or she is not primarily residing is not entitled to the exemption and may be subject to a significant penalty.

HILTON HEAD ISLAND POLICE SERVICE FEE

The "Hilton Head Island Police Service Fee" (HHPF) is a fee applied to all improved Town of Hilton Head Island properties. Waving of the fee is not permitted. You may appeal the fee amount based on the property's classification and the structure total square footage.

For more information, please visit www.beaufortcountysc.gov, or you can speak with a Police Fee representative at (843)255-2440.

ASSESSOR'S OFFICE

Telephone Number: (843) 255-2400 Email: assessor@bcgov.net
Fax: (843) 255-9404

• Appraises and revalues all real property • Keeps records for all real property, including descriptions, ownership, sales and location • Annually certifies the appraised and assessed valuations • Administers 4% Primary Resident, Agricultural Use, and other applications • Updates and maintains tax maps

AUDITOR'S OFFICE

Beaufort: (843) 255-2500 Email: auditor@bcgov.net
Hilton Head: (843) 255-2510
Bluffton: (843) 255-2505

Generates and adjusts tax rolls for real property, personal property, motor vehicles, and watercraft. Processes homestead applications and military exemptions
Military Exemptions are applied and approved in the Auditor's Office for personal property.

Homestead Exemption Program: Available to primary homeowners over age 65 or 100% disabled. Initial application to County Auditor is required to be filed between the dates of January 1st of the current year and January 15th of the following year.

Businesses: All businesses are required to file a return with the SC Department of Revenue or the Beaufort County Auditor on all furniture, fixtures, and equipment used in the business. If no return has been filed, this bill may represent an estimate.

A taxpayer may object to a personal property value prior to the first due date on the front of this bill by contacting the County Auditor in writing; appealing does not extend the due date.

TREASURER'S OFFICE

Telephone: (843) 255-2600 Website: www.BeaufortCountyTreasurer.com
Fax: (843) 255-9489

• Collects and distributes current and delinquent taxes • Applies and removes delinquency fees • Monitors and manages the delinquency process • Distributes tax collections to municipalities • Processes and issues tax refunds • Receives and processes change of address requests

DELINQUENCY TIMELINE

The Treasurer's Office utilizes multiple methods to pursue the collection of delinquent taxes, including, but not limited to: auction of property, withholding of South Carolina Income Tax refunds, and pursuit through a third-party collections agency. Information about the delinquency timelines may be found at www.BeaufortCountyTreasurer.com.

SOLID WASTE ENTERPRISE FUND

The Solid Waste Enterprise Fund was established July 1, 2021 and pays for the County's waste collection and recycling centers, recycling events, and fees related to the disposal of residential household waste. Additionally, this fund is also responsible for future Capital Projects involving the handling of residential waste.
For more information on recycling and waste, please contact 843-255-2823

You can change your mailing address online at
www.BeaufortCountyTreasurer.com
or in-person at any Treasurer's Office location.

CHICAGO TITLE INSURANCE COMPANY
NOTICE TO PURCHASER-BORROWER
NOTICE OF AVAILABILITY OF OWNER'S TITLE INSURANCE
AND NOTICE OF AGENCY

An ALTA Loan Policy of Title Insurance ("Loan Policy") in the amount of **$.00** is being issued to your mortgage lender on the property you are purchasing. Even though you pay for that Loan Policy, it will not provide title insurance protection to you.

If you want the benefit of your own title insurance protection, you must buy your own ALTA Owner's Policy of Title Insurance ("Owner's Policy").

An Owner's Policy is available with a coverage amount equal to the purchase price of the property. An Owner's Policy is purchased for a one-time premium and protects you for as long as you own the property. Possible problems covered by an Owner's Policy can include:

- Someone else claims to own an interest in your property;
- Someone else claims a lien on your property, including an unpaid lien for real estate taxes, a mortgage, a judgment, or an unpaid homeowner's association lien; or
- You do not have a legal right of access to your property.

Another benefit of your Owner's Policy is that the title insurance company will pay the cost of defending you if someone sues you over a covered matter.

The additional cost to you for an Owner's Policy of title insurance in the amount of **$886,000.00** (being the full purchase price) is **$1,864.80***, if you request it at this time.
*premium included on Closing Disclosure and/or Settlement Statement (NO SEPARATE PAYMENT REQUIRED).

CHICAGO TITLE INSURANCE COMPANY

_X_ I/We do request an Owner's Policy of title insurance.
___ I/We do not request an Owner's Policy of title insurance.

SOUTH CAROLINA DEPARTMENT OF INSURANCE
TITLE INSURANCE FINANCIAL DISCLOSURE FORMS

In accordance with S.C. Code § 38-75-960(A)(1976), as amended, the undersigned producer of title business or associate of such producer hereby advises that it has a financial interest in the following title insurer(s) or title agent(s):

Name of Insurance Agent: Counsellor Title Insurance Agency, LLC

	Name of Insurer or Agent	Address	Nature of Interest
1.	Counsellor Title Insurance Agency, LLC		

Producer/Associate's Name: **Sarah F. Robertson**

Signature: _____

Address: P.O. Drawer 3, Hilton Head Island, SC 29938

Notice is hereby given that **Counsellor Title Insurance Agency, LLC** is a licensed agency, and that **Counsellor Title Insurance Agency, LLC** is a licensed agent for **Chicago Title Insurance Company** and will be paid a commission for the underwriting, preparation, and issuance of the policy equal to sixty percent of the premium charged. Notice is hereby given that you have the right to choose your title insurer.

ACKNOWLEDGMENT

The undersigned applicant is a buyer, seller or lender who has been referred by the above-named producer of title insurance business or associate of such producer to one or more of the title insurers or title agents identified hereinabove. The undersigned expressly recognizes and acknowledges the financial interest of such producer or associate as disclosed hereinabove. The undersigned hereby consents to the audit of the closing attorney's escrow accounts as well as the review of the closing file by Chicago Title Insurance Company.

Applicant's Name: Beaufort County School District

Signature: _____

Signature: _____

October 31, 2022

Address: **1105 Bluffton Pkwy**
Bluffton, SC 29910

F.2781 Rev. 10/16 *This form complies with SCID Regulation 69-18, August 21, 1974, and S.C.Code § 38-75-960(A)(1976)*

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE
(General Warranty)

KNOW ALL MEN BY THESE PRESENTS, that Christine Nemeth f/k/a Christine Niesar, hereinafter referred to as "Grantor," in the State aforesaid, for and in consideration of the sum of Eight Hundred Eighty-Six Thousand and 00/100 Dollars ($886,000.00) to Grantor in hand paid by

Beaufort County School District
PO Drawer 309
Beaufort, SC 29901

hereinafter referred to as "Grantee," the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions set forth in the legal description below, unto the said Grantee, its successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, said parcel containing twenty-five (25) acres, said twenty-five (25) acre parcel being in the westernmost twenty-five (25) acres of a forty-four (44) acre parcel, as more specifically shown and described on a Plat thereof entitled "Survey for Manfred Raich", said Plat dated January 8, 1962 and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Plat Book 30 at Page 36.

Said parcel is further described by reference to adjoining properties, on the north by lands no or formerly of R. J. Davis; on the east by lands now or formerly of Union Bag and Paper Corporation; on the south by lands now or formerly of Union Bag and Paper Corporation; and on the west by lands now or formerly of the heirs of Tobby Jones, Jr.

SAVE AND EXCEPT from such twenty-five (25) acre parcel all that certain five (5.00) acre parcel, said parcel more specifically shown and described on a Plat thereof entitled "A Map of a Five (5.00) Acres Parcel Cut from Lands Now Formerly of George F. and Christine Niesar" as recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, said Plat dated June 27, 1994 in Plat Book 50 at Page 32.

Said five (5.00) acre parcel excluded from the within conveyance is more specifically described as to metes and bounds as follows, to with: Commencing at a point on the northwest corner of said five (5.00) acre parcels adjoining the lands now or formerly of T. J. Davis, thence north 89 degrees 42 minutes 58 seconds east for a distance of 192.02 feet to a point; thence north 57 degrees 16 minutes 43 seconds east for a distance of 56.68 feet to a point; thence north 89 degrees 20 minutes 39 seconds east for a distance of 210 feet to a point; thence south 00 degrees, 39 minutes 21 seconds east for a distance of 498.13 feet to a point; thence south 89 degrees 20 minutes 39 seconds west for a distance of 450.05 feet to a point; thence north 00 degrees 39 minutes 21 seconds west for a distance of 469.29 feet to a point, said point being the point of beginning.

Together with all right, title and interest in and to that certain "right-of-way easement" to Bull Tomb Road, said easement recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Deed Book 339 at Page 1187.

The property described herein being the same property conveyed by Raymond E Jimison and Sandra H. Jimison to George F. Niesar and Christine Niesar by deed recorded in Book 874 at Page 1144, Beaufort County Records on July 18, 1996 and to Christine Niesar by that certain Death Certificate for George F. Niesar recorded in Book _____ at Page _____, Beaufort County Records on _____, 2022.

Tax Map No. R600 029 000 011A 0000

AND

ALL that certain piece, parcel or lot of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, being a five (5) acre parcel as shown on that certain plat prepared by Richard Kesselring, R.L.S. #8105, dated June 27, 1994, entitled "A Map of A 5.00 Acres Parcel cut From Lands N/F of George F. and Christine Niesar As Recorded in the Office of the Recorder for Mesne Conveyance for Beaufort County, S.C." Said plat is recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Plat Book 50 at page 32. For a more detailed description of the property, reference is craved to said Plat.

TOGETHER with all right, title and interest to that certain right of way easement to Bull Tomb Road as referenced in said RMC Office in Deed Book 339 at Page 1187.

TOGETHER with a non-exclusive perpetual easement for pedestrian and vehicular access, ingress and egress in, to, over, across and through the following property:

ALL that piece, parcel and strip of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina more particularly known as a "50'

Foot Right of Way for Ingress and Egress of 0.881 Acres" on a plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCPLS No. 11079 for Resource Development Group, LLC dated April 1, 2008, and recorded in the Office of the Beaufort County Register of Deeds in Plat Book 124 at Page 128. For a more particular description of the courses, metes, bounds and distances of said property, reference is hereby made to said plat of record.

AND ALSO ALL that certain piece, parcel and or lot of land situate, lying and being shown and described as 0.030 Acres, more or less, said property having dimensions, metes and bounds as shown on the plat entitled "A Boundary Plat of 0.030 Acres, Being a Portion of Tom Zinn Property, Town of Bluffton Beaufort County, South Carolina," on a plat by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCPLS No. 11079 for Resource Development Group, LLC, dated July 31, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 126 at Page 11. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plats of record (together, the "Easement Property").

TOGETHER WITH the right for Grantee to (a) maintain and repair one (1) driveway for access from the Easement Property to the Benefitted Property; and (b) install, maintain, and repair a mailbox within the Easement Property (the "Encroachment").

SUBJECT TO THE limitation that Grantee shall access the Benefitted Property from the Easement Property only at the location of the Encroachment.

SAVE AND EXCEPT:

ALL that certain piece, parcel or tract of land, with improvements thereon, located in Beaufort County, South Carolina shown and depicted as "Turn Radius Parcel" containing 0.02 Acre, more or less, on that certain plat entitled "Plat of Turn Radius Parcel and Stormwater Retention Pond Easement, a Portion of Parcels 011A & 0034", Town of Bluffton, Beaufort County, South Carolina", dated May 29, 2014, prepared by Surveying Consultants, certified by Terry G. Hatchell, RLS (SC No. 11059), and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 139 at Page 9 (the "Property"). For a more detailed description as to courses, distances, metes and bounds of the Property, reference may be had to the above described plat of record.

AND

ALL that piece, parcel and strip of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina more particularly known as a "50' Foot Right of Way for Ingress and Egress of 0.881 Acres" on a plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCPLS No. 11079 for Resource Development Group, LLC dated April 1, 2008, and recorded

in the Office of the Beaufort County Register of Deeds in Plat Book 124 at Page 128. For a more particular description of the courses, metes, bounds and distances of said property, reference is hereby made to said plat of record.

The property described herein being the same property conveyed by Raymond E Jimison and Sandra H. Jimison to George F. Niesar and Christine Niesar by deed recorded in Book 716 at Page 505, Beaufort County Records on June 30, 1994 and to Christine Niesar by that certain Death Certificate for George F. Niesar recorded in Book _____ at Page _____, Beaufort County Records on _____, 2022.

Tax Map No. R600 029 000 0034 0000

This Deed was prepared by C. Russell Keep, III, Esquire, Post Office Drawer 5877, Hilton Head Island, South Carolina 29938 without the benefit of a title examination and without opinion as to the application of the development standards ordinance or similar ordinances or regulations.

THIS CONVEYANCE IS MADE SUBJECT TO all other easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned, unto the Grantee, its successors and assigns, its successors and assigns forever; subject, however, to the rights, conditions and restrictions that constitute covenants running with the land, all as set forth herein.

AND Grantor does hereby bind herself and her heirs, executors, administrators and assigns to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns, against Grantor and her heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

[Signatures on Following Page]

WITNESS my Hand and Seal this 29th day of October, 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

(2) _____
Signature of 1st Witness

(3) _____
Signature of 2nd Witness/Notary Public

(1) _____(SEAL)
Christine Nemeth f/k/a Christine Niesar

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that **Christine Nemeth f/k/a Christine Niesar**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 29th day of October, 2022.

(4) _____
Notary Public for SC
Print Name: Russ Kinard
My Commission Expires: 2024

This document was prepared by
Burr & Forman LLP (SFR)
4 Clarks Summit Drive, Suite 200
Bluffton, SC 29910
(843) 815-2171

Cross Reference: Deed Book 3333 at Page 790

STATE OF SOUTH CAROLINA)
) **ABANDONMENT, RELEASE, EXTINGUISHMENT**
COUNTY OF BEAUFORT) **AND TERMINATION OF EASEMENT**

THIS ABANDONMENT, RELEASE, EXTINGUISHMENT AND TERMINATION OF EASEMENT executed effective this 31st day of October, 2022 by Beaufort County School District ("**Owner**").

A. Owner is the owner of the real property described on **Exhibit "A"** attached hereto and incorporated herein.

B. An easement benefiting and burdening the property described on **Exhibit "A"** was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 3333 at Page 790 (the "**Easement**").

C. Owner wishes to document the extinguishment and termination of the Easement benefiting and burdening the property described on **Exhibit "A"**.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that, Owner as owner of the property described on **Exhibit "A"** does hereby declare that Owner has abandoned, released, extinguished, and terminated and by these presents does abandon, release, extinguish and terminate the Easement.

[Signatures on Following Page(s)]

IN WITNESS WHEREOF, Owner, through its appropriate officer, has hereto executed this document effective this 28 day of October, 2022.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

2) _____
Signature of 1st Witness

3) _____
Signature of 2nd Witness/Notary Public

Beaufort County School District (SEAL)

1) _____
By: _____
Name: Frank J. Rodriguez
Its: Superintendent

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I, the undersigned Notary Public, do hereby certify that X Frank Rodriguez, _____ of **Beaufort County School District** personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the school district.

WITNESS my hand and official seal this 28 day of October, 2022.

4) _____ (SEAL)
Notary Public for South Carolina

My Commission Expires:

Carolyn F. Jenkins
Notary Public, State of South Carolina
My Commission Expires March 17, 2025

Exhibit "A"

LEGAL DESCRIPTION OF BENEFITTED PROPERTY

ALL that certain piece, parcel or lot of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, being a five (5) acre parcel as shown on that certain plat prepared by Richard Kesselring, R.L.S. (S.C. #8105), dated June 27, 1994, entitled "A Map of a 5.00 Acres Parcel Cut From Lands Now Formerly of George F. and Christine Niesar as Recorded in the Office of the Recorder for Mesna Conveyance for Beaufort County, S.C." Said plat is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 50 at Page 32.

R600-029-000-0034-0000

Being the same property conveyed to Niesar by deed recorded in Book 716 at Page 505 in the Office of the Register of Deeds for Beaufort County, South Carolina.

ALSO, ALL that certain piece, parcel or lot of land situate lying and being in Bluffton Township, Beaufort County, South Carolina, said parcel containing twenty-five (25) acres, said twenty-five (25) acre parcel being the westernmost twenty-five (25) acres of a forty-four acre parcel, as more specifically shown and described on a Plat thereof entitled "Survey for Manfred Ralch", said Plat dated January 8, 1962 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 30 at Page 36.

SAVING AND EXCEPTING from such twenty-five (25) acre parcel all that certain five (5.00) acre parcel, said parcel more specifically shown and described on a Plat thereof entitled "A Map of a Five (5.00) Acres Parcel Cut From Lands Now Formerly of George F. and Christine Niesar" as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 50 at Page 32.

Being the same property conveyed to Owner by deed recorded in Book _____ at Page _____ in the Office of the Register of Deeds for Beaufort County, South Carolina.

FURTHER SAVING AND EXCEPTING from such twenty-five (25) acre parcel all that certain piece, parcel and strip of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, more particularly known as a "50' Foot Right of Way for Ingress and Egress of 0.881 Acres" on a plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCPLS No. 11079 for Resource Development Group, LLC, dated April 1, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 124 at Page 128. For a more particular description of the courses, metes, bounds, and distances of said property, reference is hereby made to said plat of record.

R600-029-000-011A-0000

NOTICE TO PURCHASER
RE: BEAUFORT COUNTY AD VALOREM TAXES

PURCHASER: Beaufort County School District

PROPERTY: 1105 Bluffton Pkwy, Bluffton, SC 29910

As is the case with all local governments (counties) in the State of South Carolina, Beaufort County operates on a retroactive collection of ad valorem taxes, i.e., the current year tax bills are issued near the end of the tax year. In fact, S.C. Law requires tax bills to be mailed by September 30. However, the date is subject to change to a later date, if an extension is requested by the county auditor.

As a courtesy, all property transfers occurring **prior** to September 15, 2022, will be addressed by the County to the January 1 2022, owner of record c/o the new owner at the new owner's address of deed. All property transfers occurring **after** September 1 will be sent to the January 1, 2022, owner of record as prescribed by S.C. Law. If you need to change your address, you should send a notice directly to the Beaufort County Tax Assessor, P.O. Box 458, Beaufort, SC 29901. We would therefore appreciate your reading and signing the disclaimer below.

BURR & FORMAN LLP

By: _____
Closing Attorney

****

CREDIT ON SETTLEMENT STATEMENT

We acknowledge our understanding that the seller has been debited at closing the seller's share of taxes for the current tax year from January 1 to date of closing as indicated on Line 211/511 of the Settlement Statement, and that we are now responsible for payment of ad valorem taxes for the current tax year. If 2022 taxes are being paid at closing, funds have also been paid by us for our share, as shown on Line 107 of the Settlement Statement.

TAX BILL

We acknowledge that should we not receive a tax bill related to the captioned real property by November 30, 2022, it will be **our responsibility** to contact the Beaufort County Treasurer's Office at (843) 255-2600 to request the same. You may also access your tax information and pay your taxes on-line at **www.co.beaufort.sc.us**. Escrow of taxes by our mortgage holder does not relieve us of the responsibility to confirm that all relevant county taxes have been paid. We authorize BURR & FORMAN LLP to use the funds collected on the Settlement Statement to pay the tax bill.

DELINQUENCY

Taxes are delinquent as of January 15, 2023, and penalties are applied. If taxes are unpaid as of August 31, 2023, the property will be advertised and subsequently sold on the first Monday in October of 2023.

PRIMARY RESIDENCE

We understand that if we occupy the captioned property as of January 1 of the tax year as our primary place of residence, we may be entitled to a 4% assessment ratio by application to the Beaufort County Tax Assessor. (For details please contact the County Assessor at (843) 255-2400.) (NOTE: You may qualify for a further benefit as a primary residence owner and senior citizen, i.e. 65 or older under the Homestead Exemption Act.) For further details contact the Beaufort County Auditor at (843) 255-2500 Forms and information are available on-line at the Beaufort County web page: **www.co.beaufort.sc.us**.

We have received a copy of this disclaimer from BURR & FORMAN LLP.

Beaufort County School District

By: _____
Dr. Frank Rodriguez, Superintendent

12623255-3974-1-2 4

BEAUFORT COUNTY TREASURER
PO DRAWER 487
BEAUFORT, SC 29901-0487
ELECTRONIC SERVICE REQUESTED
www.BeaufortCountyTreasurer.com

2022 BEAUFORT COUNTY PROPERTY TAX BILL

Have a question about...

Real property or mobile homes?
Call 843-255-2400 or Assessor@bcgov.net

Business property, Personal property, Homestead or Military exemption?
Call 843-255-2500 or Auditor@bcgov.net

Your payment?
Call 843-255-2600 or www.BeaufortCountyTreasurer.com

12623255 8706-PTN 3974 1 11 2

EBILLING

GEORGE F NIESAR JR OR CHRISTINE NIESAR
1105 BLUFFTON PKWY
BLUFFTON SC 29910-5170

R600 029 000 011A 0000

Property ID (PIN)	Alternate ID (AIN)
R600 029 000 0034 0000	06092337
Description	**Property Class Code**
PB50 P32	ResImp SingleFamily
Acres / **Assessment Ratio**	**Tax Authority Group**
5.00 / 4.00%	600-BLUFFTON

Values And Prior Year Information	
Appraised Value	354,400
Capped Value	296,470
Homestead Exemption Value	0
Other Exemption Value	0
Taxable Value	11,860
Prior Year Tax/Fees	1,623.85

8706PPTN 10/20/22 2935, 199, k perf 3.5

Where Your Tax Dollars Go

The tax amount for each fund listed in the description below is calculated by multiplying the taxable value by the millage rate. This does not apply to "fee" amounts.

Description	Millage	Taxable Value	Tax/Fee
COUNTY OPERATIONS	0.05390	11,860	639.25
COUNTY DEBT	0.00560	11,860	66.42
RURAL & CRITICAL LANDS	0.00530	11,860	62.86
SCHOOL - OPERATIONS	0.12560	11,860	0.00
SCHOOL - DEBT	0.03630	11,860	430.52
FIRE DISTRICT	0.02710	11,860	321.41
SW Municipal/District Fee			120.00
TOTALS	0.25380	11,860	1,640.46

How Your Taxes Are Calculated

Taxable Value	11,860
x Millage Rate	0.25380
Tax Amount	3,010.08
- School Tax Credit (Primary Residence Only)	1,489.62
+ Fees	120.00
+ Prior Unpaid Taxes/Fees/Penalties	0.00
- Installment Payments	0.00

TOTAL AMOUNT DUE: $1,640.46
DUE BY: January 17, 2023

Pay with no extra fee when paying by check!
Online: www.myBeaufortCounty.com
Phone: 888-970-0624

2022 BEAUFORT COUNTY PROPERTY TAX BILL

Tax Year	AIN	RevObjID	Property ID (PIN)	Property Address	Total Amount Due
2022	06092337	0006092337	R600 029 000 0034 0000		$1,640.46

Owner as of January 1, 2022 NIESAR GEORGE F CHRISTINE JTROS

Include on your check your Phone Number, RevObjID and make payable to Beaufort County Treasurer.

PAYABLE NOW THRU 01/17/2023		$1,640.46
THEN PENALTIES APPLY...		
IF RECEIVED AFTER 01/17/2023	(3%)	$1,689.67
IF RECEIVED AFTER 02/01/2023	(10%)	$1,804.51
IF RECEIVED AFTER 03/16/2023	(15%)	$1,886.53
IF RECEIVED AFTER 03/31/2023	($75)	$1,961.53
IF RECEIVED AFTER 08/31/2023	($25)	$1,986.53

GEORGE F NIESAR JR OR CHRISTINE NIESAR
1105 BLUFFTON PKWY
BLUFFTON SC 29910-5170

Beaufort County RPA
PO BOX 105176
ATLANTA GA 30348-5176

0006092337000016404600001689670000180451000018865300745

BEAUFORT COUNTY TREASURER
PO DRAWER 487
BEAUFORT, SC 29901-0487

FORWARDING SERVICE REQUESTED

2022 BEAUFORT COUNTY PROPERTY TAX BILL

ADJUSTED TAX BILL

BEAUFORT COUNTY SCHOOL DISTRICT
PO BOX 309
BEAUFORT SC 29901

2021 TAX/FEES: $ 67.60
2022 INSTALLMENT PAYMENTS: $ 0.00

TAX YEAR	ALT ID	PROPERTY ID	DISTRICT
2022	01076034	R600 029 000 011A 0000	600-BLUFFTON

PROPERTY TYPE	PROPERTY CLASS CODE	MORTG ID	RATIO	ACRES
Real Property	AgVac Forest		4.00%	19.100

DESCRIPTION

1105 BLUFFTON PKWY
SUBJ TO ROLL BACK TAX LIEN*SPLIT
2/95 5.00 AC 29/34 TIMBERLAND
PALMETTO ELEC 15FT EASEMENT

OUTSTANDING RECAP

TAX YEAR	TAX DUE	PENALTY	TREASURER FEES	TOTAL
2022	35.29			35.29
PRIOR				0.00
TOTAL	35.29	0.00	0.00	35.29

WHERE YOUR TAX DOLLARS GO

THE TAX AMOUNT FOR EACH FUND LISTED IN THE DESCRIPTION BOX BELOW IS CALCULATED BY MULTIPLYING THE ASSESSED VALUE BY THE MILLAGE RATE. THIS DOES NOT APPLY TO "FEE" CHARGES.

DESCRIPTION	MILLAGE	ASSESSED VALUE	TAX/FEE/INT
SCHOOL - OPERATIONS	0.12560	0	0.00
SW Municipal/District Fee		0	35.29
TOTALS	0.25380		35.29

RECEIVED
JAN 23 2023
BY ACCOUNTS PAYABLE

VALUE INFORMATION

SEE BACK OF NOTICE FOR DEFINITION OF THE ACCOUNT ITEMS LISTED BELOW

MARKET VALUE	660,900
TAXABLE VALUE	280,642
SPECIAL TAX ASSESSMENT	0
HOMESTEAD EXEMPTION AMOUNT	0
OTHER EXEMPTIONS	130
HOMESTEAD ASSESSED VALUE	0

HOW YOUR TAXES ARE CALCULATED

(TAXABLE VALUE)	280,642
(HOMESTEAD EXEMPTION) -	0
(OTHER EXEMPTION) -	130
(TAXABLE VALUE LESS EXEMPTIONS)	280,512
(ASSESSMENT RATIO) X	4.00%
(ASSESSED VALUE)	0
(MILLAGE RATE) X	0.25380
(TAX AMOUNT)	0.00
(INSTALLMENT PAYMENTS) -	0.00
(SCHOOL TAX CREDIT SAVINGS-ONLY 4% RESIDENTS) -	0.00
(FEES) +	35.29
(PENALTY/INTEREST) +	
(PRIOR UNPAID TAXES/FEES/PENALTIES) +	0.00
TOTAL AMOUNT DUE	**$35.29**

Return this stub with payment

2022 BEAUFORT COUNTY PROPERTY TAX BILL

TAX YEAR	ALT ID	PROPERTY ID	PROPERTY ADDRESS	TOTAL DUE
2022	01076034	R600 029 000 011A 0000	1105 BLUFFTON PKWY	$35.29

OWNER AS OF JAN 1, 2022: NIESAR GEORGE F CHRISTINE

PAYABLE NOW THROUGH Jan 17, 2023...	$35.29
THEN PENALTIES APPLY...	
IF RECEIVED AFTER Jan 17, 2023 (3%)	$36.35
IF RECEIVED AFTER Feb 01, 2023 (10%)	$38.82
IF RECEIVED AFTER Mar 16, 2023 (15%)	$40.58
IF RECEIVED AFTER Mar 31, 2023 ($75)	$115.58
IF RECEIVED AFTER Aug 31, 2023 ($25)	$140.58

THIS TAX BILL MAY BE PROCESSED ELECTRONICALLY.

THERE WILL BE A CHARGE FOR ANY CHECK RETURNED BY THE BANK.

SEE REVERSE SIDE FOR FURTHER (PAYMENT & CONTACT) INFORMATION & PROCEDURES.

INCLUDE YOUR NAME, ADDRESS, PHONE NUMBER AND THE ALT. ID ON YOUR CHECK. MAKE CHECK PAYABLE AND REMIT TO:

BEAUFORT COUNTY TREASURER
PROPERTY TAX
PO BOX 105176
ATLANTA, GA 30348-5176

BEAUFORT COUNTY SCHOOL DISTRICT
PO BOX 309
BEAUFORT SC 29901

ADJUSTED TAX BILL

0001076034000000352900000036350000003682000000405B

GLOSSARY OF TERMS

PROPERTY CLASS CODE: The type/use of a property.

MARKET/APPRAISED VALUE: The estimated property value before application of any fractional assessment ratio, partial exemption, or other adjustment. Valuation is as of a specific date.

CAPPED VALUE: Limits the increase in value of real property to no greater than 15% during the five-year reassessment cycle.

TAXABLE VALUE: Taxable value is the appraised value minus all applicable partial exemptions. Property taxes are levied on taxable value.

ASSESSMENT RATIO: The assessment ratios are established for each class of property in the State Constitution to ensure stability (4%, 5%, 6% or 10.5%).

MILLAGE RATE: The tax rate applied to the assessed value of a property.

SCHOOL TAX CREDIT: That portion of the millage rate for school operations which is exempted for primary residences assessed at 4%, this does not include taxes levied for school debt.

HOMESTEAD EXEMPTION AMOUNT: A deduction of up to $50,000 from a property's taxable value for qualified individuals.

HOMESTEAD ASSESSED VALUE: The homestead exemption amount multiplied by the assessment ratio.

RESIDENT EXEMPTION FRAUD

An individual claiming the legal resident (4%) exemption on a property in which he or she is not primarily residing is not entitled to the exemption and may be subject to a significant penalty.

HILTON HEAD ISLAND POLICE SERVICE FEE

The "Hilton Head Island Police Service Fee" (HHPF) is a fee applied to all improved Town of Hilton Head Island properties. Waiving of the fee is not permitted. You may appeal the fee amount based on the property's classification and the structure's total square footage.

For more information, please visit www.beaufortcountysc.gov, or you can speak with a Police Fee representative at (843)255-2440.

For Stormwater Utility Fee questions, please contact Stormwater Administration at (843) 255-2805 or stormwater@bcgov.net. Stormwater Rate Information can be found at www.beaufortcountysc.gov/stormwater.

ASSESSOR'S OFFICE

Assessor's Office Telephone Number: 843 255 2400
Fax Number: 843 255 9404
Email address: assessor@bcgov.net

- Appraises and revalues all real property
- Keeps records for all real property, including descriptions, ownership, sales, and location
- Annually certifies the appraised and assessed valuations
- Administers 4% Primary Resident, Agricultural Use, and other applications
- Updates and maintains tax maps

Find additional information or apply for exemptions online at www.beaufortcountysc.gov/assessor or use this QR code:

AUDITOR'S OFFICE

Telephone: (843)255-2500 (Beaufort) Email: auditor@bcgov.net
(843)255-2506 or (843)255-2507 (Bluffton)

- Generates and adjusts tax rolls for real property, personal property, motor vehicles and watercraft.
- Processes and maintains Homestead applications and military exemptions.
- AUDITOR ASSESSED PERSONAL PROPERTY: Aircraft, Signs, Rentals, Documented Vessels and BPP (Furniture, Fixtures and Equipment). You may appeal the value of your personal property by contacting the Beaufort County Auditor on or before the last day to pay the tax bill timely.
- DOR ASSESSED PERSONAL PROPERTY: Corporations, Manufacturers, Merchants, Utilities and Rail Roads. You may appeal the value of your DOR assessed property by contacting the SC Department of Revenue on or before the last day to pay the bill timely.

Appealing of any personal property value does not extend the due date of

TREASURER'S OFFICE

Telephone: (843)255-2600 Website: www.BeaufortCountyTreasurer.com
Fax: (843)255-9489

- Monitors and manages the delinquency process by collecting and distributing current and delinquent taxes, and applying and removing delinquency fees
- Distributes tax collections to municipalities
- Processes and issues tax refunds
- Receives and processes change of address requests
- Utilizes multiple methods to pursue the collection of delinquent taxes, including but not limited to: auction of property, withholding of South Carolina Income Tax refunds, and pursuit through a third-party collections agency. Information about the delinquency timelines may be found online at the Treasurer's Website.

If your check is dishonored or returned for any reason, we will electronically debit your account for the amount of the check plus a processing fee of $30.00. This may also result in additional fees being incurred from your bank.

If your mobile home ownership changes, or you move your mobile home, please contact Building Codes at (843) 255-2065.



December 20, 2022

Via Hand Delivery
Ms. Ebony Sanders
Beaufort County Tax Assessor
100 Ribaut Road #165
Beaufort, South Carolina 29902

Re: Request for revision of 2022 Property Tax Bill
Property ID R600 029 000 0034 0000
1105 Bluffton Pkwy, Bluffton, SC

Dear Ms. Ebony Sanders:

Please find enclosed a copy of the 2022 Property Tax Bill for the above-referenced property. On October 31, 2022, the Beaufort County School District ("BCSD") purchased this property. A copy of the deed and the HUD-1 Settlement Statement are enclosed for your review. The BCSD also purchased R600 029 000 011A 0000. We have received instructions from the closing attorney that the tax bill needs to be amended to reflect that the BCSD is the owner of the property and that the property is tax exempt effective the date of closing, October 31, 2022. The BCSD has applied for tax exempt status and a copy of the application status is enclosed for your review.

The BCSD would like to pay this 2022 Property Tax Bill as soon as possible. Please advise us if you need further information. Thank you for your assistance.

Sincerely,

Wendy B. Cartledge

Wendy B. Cartledge
General Counsel

cc: Louis Ackerman

Post Office Drawer 309
Beaufort, South Carolina 29901-0309

Thank you for submitting a Property Tax Exemption application. This page does not serve as proof of your Property Tax Exemption, only as confirmation that your application has been received.

To check the status of this application, click **Property Exemption Status** on the MyDORWAY homepage. You'll need the ID number and legal or business name you used when completing this application or your email address along with the confirmation code below. Please allow one full business day from the time of your submission to check your application status.

After your application has been processed, we will mail a notification to each address provided on the application.

Your confirmation number is **0-022-647-703**
Your confirmation code is **mcz7sh**
You can change or cancel this request before it is processed.

Name: BEAUFORT COUNTY SCHOOL DISTRICT
Submitted: 19-Dec-2022

Questions? We're here to help.

AFFIDAVIT THAT POWER OF ATTORNEY IS IN FULL FORCE AND EFFECT

STATE OF _____, COUNTY OF _____

I, my friend Christine Nemeth, being duly sworn, depose and say:

THAT George Francis Niesar, having an address at 1105 Bluffton Parkway, Bluffton, South Carolina 29910, as principal, did, in a writing dated December 17, 2018, appoint me his true and lawful attorney-in-fact, and that attached hereto is a true copy of said power of attorney. Said power of attorney has become effective by reason of the following conditions: the principal, George Francis Niesar, lacks the capacity to manage property, including the capacity to take actions necessary to administer real and personal property, intangible property, business property, benefits and income.

THAT I have no actual knowledge or actual notice of the revocation or termination of the aforesaid power of attorney by death or otherwise, or knowledge of any facts indicating the power of attorney has been revoked or terminated. I have no actual knowledge or actual notice that the power of attorney has been modified in any way that would affect the ability of the attorney-in-fact to authorize or engage in any transaction with a third party, or knowledge of any facts indicating the power of attorney has been so modified. I further represent, to the best of my knowledge after diligent search and inquiry, that: said principal is now alive; has not, at any time, revoked, terminated, suspended or repudiated the power of attorney; and the power of attorney still is in full force and effect.

THAT I make this affidavit for the purpose of inducing to accept delivery of the following instrument(s), as executed by me in my capacity of attorney-in-fact of said principal, with full knowledge that this affidavit will be relied upon in accepting the execution and delivery of said instrument(s) and in paying good and valuable consideration therefor:

Dated:

_____

Subscribed and sworn to before me on

_____

Notary Public for _____

My commission expires on

Reference is made to my digital assets, an inventory of which, including a list of relevant user names and passwords, I intend to maintain. Such inventory shall be kept in a secure location and shall be made available to my attorney-in-fact upon request. My attorney-in-fact shall have all of the rights, powers and privileges that I have with respect to my digital assets. This includes the right to access, modify, delete, control, and transfer my digital assets; to access, use, and control my computers, tablets, phones and similar devices for purposes of accessing, modifying, deleting, controlling, or transferring my digital assets; and to obtain, access, modify, delete, and control my passwords and other electronic credentials associated with my digital assets. My digital assets include, without limitation, emails and email accounts, digital music, photographs and videos, software licenses, social network accounts, web hosting accounts, tax preparation services accounts, online stores, other online accounts, and similar digital items which now exist or may exist as technology develops.

This power of attorney shall take effect upon my becoming physically disabled, mentally incompetent or otherwise incapacitated. Any third party may rely upon the written declaration of my attorney-in-fact that such contingency has occurred.

It may be necessary for my attorney-in-fact to have access to my medical records to establish that this power of attorney is in effect. I grant to my attorney-in-fact the authority and power to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996, the regulations in 45 C.F.R. Sec. 160 et seq., and any other applicable federal, state or local laws or regulations (collectively "HIPAA"), including the authority to request, receive, obtain and review, and be granted full and unlimited access to, and consent to the disclosure of complete unredacted copies of any and all health, medical and financial information and any information or records referred to in 45 C.F.R. Sec. 164.501 and regulated by the Standards for Privacy of Individually Identifiable Health Information found in 65 Fed. Reg. 82462 as protected private records or otherwise covered under HIPAA. I understand that health and medical records can include information relating to subjects such as sexually transmitted diseases, acquired immunodeficiency syndrome (AIDS), AIDS-related complex (ARC) and human immunodeficiency virus (HIV), behavioral or mental health services, and treatment for alcohol or drug abuse or addiction. I understand that I may have access to or receive an accounting of the information to be used or disclosed as provided in 45 C.F.R. Sec. 164.524 et seq. I further understand that authorizing the disclosure of this health information is voluntary and that I can refuse to sign this authorization. I further understand that any disclosure of this information carries with it the potential for an unauthorized further disclosure of this information by third parties and that such further disclosure may not be protected under HIPAA. In order to induce the disclosing party to disclose the aforesaid private and/or protected confidential information, I forever release and hold harmless said disclosing party who relies upon this instrument from any liability under confidentiality rules arising under HIPAA as a consequence of said disclosure. I authorize my attorney-in-fact to execute any and all releases or other documents that may be necessary in order to obtain disclosure of my patient records and other medical information subject to and protected by HIPAA. The purpose of the foregoing authorization is to enable my attorney-in-fact to establish that this power of attorney is in effect.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this power of attorney may act hereunder, and that revocation or

termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party. I, for myself and my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied upon the provisions of this power of attorney.

This power of attorney shall be governed by South Carolina law, although I request that it be honored in any state or other location in which I or my property may be found. If any provisions hereof shall be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this power of attorney.

IN WITNESS WHEREOF, I have executed this power of attorney this 17th day of December, 2018.

George Francis Niesar

STATE OF SOUTH CAROLINA, COUNTY OF BEAUFORT ATTESTATION

The foregoing power of attorney was this 17th day of December, 2018, signed, sealed, published and declared by George Francis Niesar, Principal, as the Principal's appointment and empowerment of an attorney-in-fact, in the presence of us who at the Principal's request and in the Principal's presence and in the presence of each other, have hereunto subscribed our names as witnesses hereto. We, the undersigned, each being over 18 years of age, hereby witness the signing of the above power of attorney by George Francis Niesar, known to us to be the person who signed the above power of attorney as principal, at the request of and in the presence of the principal and in the presence of each other on the day and year set forth above. We believe that the principal is of sound mind, that he had the opportunity to read the power of attorney and that he signed the above power of attorney as his free and voluntary act and deed, free of duress, fraud or undue influence, for the purposes therein expressed. None of us is related to the principal by blood, marriage or adoption, and to the best our knowledge none of us is entitled to any portion of the estate of the principal upon the death of the principal under any will or codicil or by operation of law.

Print: Blake A. Morris
having an address at:
Depot Law Center
Parris Island, South Carolina 29905

Print: Z. Bennington
having an address at:
Depot Law Center
Parris Island, South Carolina 29905

In addition, I specifically authorize my attorney-in-fact to disclaim, within the meaning of Section 2518 of the Internal Revenue Code and applicable state law, any interest in whole or in part or with respect to specific amounts, parts, fractional shares or assets, any devise, legacy, interest, right, privilege, or power to which I otherwise succeed under the Last Will of any person, by operation of law, under a beneficiary designation of any policy of insurance, under a beneficiary designation for any individual retirement account (IRA), Roth IRA, pension plan, investment account or other asset, or in any joint tenancy or survivorship interest I may have.

In addition, I specifically authorize my attorney-in-fact to deal with tax authorities, to execute, sign and file on my behalf any and all federal, state, local and foreign income, gift, payroll and other tax returns, including estimated returns and interest, dividends, gains and transfer returns, for all periods; to pay any taxes, penalties and interest due thereon; to allocate generation skipping transfer tax exemptions (within the meaning of Section 2642(a) of the Internal Revenue Code) and to make tax elections; to represent me or to sign an Internal Revenue Service Form 2848 (Power of Attorney and Declaration of Representative) or Form 8821 (Tax Information Authorization), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled agent (including my attorney-in-fact if so qualified) to represent me before any office of the Internal Revenue Service or any state, local or foreign taxing authority with respect to the types of taxes and years referred to above, and to specify on said authorization said types of taxes and years; to receive from or inspect confidential information in any office of the Internal Revenue Service or state, local or foreign tax authority; to receive and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of federal, state, local or foreign taxes, penalties and interest; to pay by check drawn on any bank account of mine or of any revocable trust of mine and have accounts to permit my attorney-in-fact to draw checks for payment of said items; to execute waivers (and offers of waivers) of restrictions on assessment or collection of deficiencies in taxes and waivers of notice of disallowance of a claim for credit or refund; to execute any requests for extension of time and consents extending the statutory period for assessment or collection of such taxes; to execute petitions contesting taxes; to establish new residency and domicile; to execute offers in compromise and closing Agreements under Section 7121 or comparable provisions of the Internal Revenue Code or any federal, state, local or foreign tax statutes or regulations; to delegate authority or to substitute another representative for any one previously appointed by me or my attorney-in-fact; and to receive copies of all notices and other written communications involving my federal, state, local or foreign taxes at such address as my attorney-in-fact may designate.

In addition, I specifically authorize my attorney-in-fact to make voluntary contributions to, transfer assets between, and withdraw amounts from any qualified retirement benefit plan or individual retirement account (including Roth IRA's and Thrift Savings Plans); to change beneficiary designations on any such plan or IRA; to convert an IRA to a Roth IRA; to make elections with respect to the timing, method and amounts of withdrawals, distributions and rollovers, methods of calculating minimum required distributions, and methods of distribution; a beneficiary of another's plan or IRA; and to take any other actions with respect to any such plan or IRA as I could take.

property to be lost by tax sale, foreclosure or other proceeding or to convey property for a nominal consideration or without consideration; and to execute, acknowledge and deliver all contracts, deeds, leases, mortgages, notes, security agreements, guarantees, transfers to trusts, bills of sale, assignments, extensions, satisfactions, releases, waivers, consents, and any other agreements, writings and instruments of any nature affecting any real property, as my attorney-in-fact may deem necessary or appropriate;

(h) to commence any actions or proceedings for the recovery of any real or personal property or for any other purpose; to appear in, answer and defend any actions or proceedings commenced against me; and to prosecute, maintain, appeal, discontinue, compromise, arbitrate, mediate, settle and adjust all actions, proceedings, accounts, dues and demands that now or hereafter may exist, as my attorney-in-fact may deem necessary or appropriate;

(i) to create, amend or terminate one or more trusts, partnerships, corporations, limited liability companies, co-tenancies or any other form of ownership or entity for the purpose of dealing with any property or property interest of any nature that I may have or hereafter acquire, under such terms and with such provisions as my attorney-in-fact may deem necessary or appropriate; to transfer any or all property in which I have an interest into any trusts, partnerships, corporations, limited liability companies, co-tenancies or other entities, whether created by me or my attorney-in-fact or otherwise (and, in this regard, that my attorney-in-fact may be a remainderman, partner, shareholder, member, co-tenant or beneficiary of any such entity shall not affect the validity of any action hereunder, and shall not, by itself, constitute a breach of fiduciary duty); to remove property from any such entity; and to give to any such entity, or to any person acting as agent or trustee under any instrument executed by me or on my behalf, such instructions or authorizations as I may have the right to give;

(j) to join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same to principal, and to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges;

(k) to deal with all matters relating to all forms of insurance and annuities, including the procurement, maintenance and termination thereof; however, notwithstanding the powers given my attorney-in-fact in this and other provisions of this power of attorney, my attorney-in-fact shall have no incidents of ownership in any life insurance policy in which I own an interest and which insures the life of my attorney-in-fact;

(l) to do all acts necessary to maintain my customary standard of living and that of my family and other persons customarily supported by me, including without limitation the power to pay for medical, dental and surgical care, living quarters, usual vacation and travel expenses, shelter, clothing, food, education, organizational fees and contributions, and other living costs;

(m) to act for me in all matters which affect my right to government benefits and assistance, including without limitation Social Security, Medicare, Medicaid, qualified state tuition programs, and other governmental benefits and benefits relating to civil or military service; to file, prosecute, submit to arbitration or settle any claim for benefits or assistance; to establish new residency and domicile; and to receive the proceeds of claims and conserve, invest, disburse and use them on my behalf;

(n) to take all steps and remedies necessary or appropriate for the conduct and management of any business in which I may have an interest; to exercise in person or by proxy any right, privilege or option which I may have with respect to any business; to continue, modify, negotiate, renegotiate, extend and terminate any and all contracts or agreements heretofore or hereafter made with respect to the business; to pay, compromise or contest business taxes or other claims or obligations; to determine the policies of the business as to the location, methods and manner of its operations including its financing, accounting, and insurance; and to add or remove capital from the business;

(o) to employ such agents, attorneys, accountants, investment counsel, trustees, caretakers and other persons and entities providing services or advice, irrespective of whether my attorney-in-fact may be associated therewith, and to rely upon information or advice furnished thereby or to ignore the same, and to delegate duties hereunder and pay such compensation, as my attorney-in-fact may deem necessary or appropriate; and

(p) to do, execute, perform and finish for me and in my name all things which my attorney-in-fact shall deem necessary or appropriate in and about or concerning my property or any part thereof.

I authorize my attorney-in-fact to sell, grant options upon, convey with or without covenants, exchange, lease, assign, transfer, encumber or otherwise dispose of any real property which I own, together with all improvements thereon and rights relating thereto, in such manner, at such times, for such prices, and upon such terms and conditions as my attorney-in-fact may deem necessary or appropriate; to satisfy, discharge, release or extend the term of any mortgage or deed of trust; to apply for zoning, rezoning or other governmental permits; to pay, compromise or contest real estate taxes, assessments, water charges and sewer rents; to negotiate, execute, acknowledge and deliver all contracts, sales agreements, brokerage agreements, amendments, deeds, leases, mortgages, notes, security agreements, checks, drafts, guarantees, bills of sale, assignments, extensions, satisfactions, releases, waivers, consents, affidavits, transfer tax returns, closing documents, and any other agreements, writings and instruments of any nature affecting

the property, as my attorney-in-fact may deem necessary or appropriate; to prosecute, defend, intervene in, arbitrate, appeal, compromise, settle and otherwise deal with any claim, action or proceeding in connection with the property or the sale thereof; to do, execute, perform and finish for me and in my name all things which my attorney-in-fact shall deem necessary or appropriate in connection with the sale of the property.

I authorize my attorney-in-fact to sell, grant options upon, assign, transfer, exchange, lease, convey, encumber or otherwise dispose of any business which I own or in which I have an interest, in such manner, for such prices, and upon such terms and conditions as my attorney-in-fact may deem necessary or appropriate; to possess, recover, manage, control, or otherwise deal with the property; to negotiate, execute, acknowledge and deliver all contracts, sales agreements, brokerage agreements, amendments, bills of sale, assignments, deeds, leases, mortgages, notes, security agreements, checks, drafts, guarantees, extensions, satisfactions, releases, waivers, consents, affidavits, closing documents, and any other agreements, writings and instruments of any nature affecting the property, as my attorney-in-fact may deem necessary or appropriate; to prosecute, defend, intervene in, arbitrate, appeal, compromise, settle and otherwise deal with any claim, action or proceeding in connection with the property or the sale thereof; to do, execute, perform and finish for me and in my name all things which my attorney-in-fact shall deem necessary or appropriate in connection with the sale of the property.

In addition, I specifically authorize my attorney-in-fact to make gifts of my property to or for the benefit of such persons, charities or other entities as, in the opinion of my attorney-in-fact, would be the donees I might choose, having in mind the resources, both public and private, available for my care after the making of such gifts, and having in mind the objective of preserving the largest amount of my property for my family as a whole. The gifts may be in cash or in kind. And the gifts may pass outright to the donee, or may be transferred to an existing trust for the donee or a trust created by my attorney-in-fact for the donee, or may be transferred to an existing custodian for the donee under any gifts to minors or transfers to minors act or a custodian for the donee established by my attorney-in-fact under such acts. In no event shall any gifts be made to my attorney-in-fact, or to the creditors of my attorney-in-fact, or to the estate of my attorney-in-fact, or to the creditors of the estate of my attorney-in-fact.

In addition, I specifically authorize my attorney-in-fact to make any transfer of resources not prohibited under applicable federal or state law, when the transfer is for the purpose of qualifying me for state or federal medical care assistance or a limited casualty program for the medically needy, or for the purpose of preserving for my spouse or other relatives the maximum amount of property allowed under applicable law if an application has been made for governmental medical assistance, or in anticipation of such application and for the purpose of avoiding a Medicai recovery lien. I specifically authorize my attorney-in-fact to amend or revoke any agreemen relating to the title or status of property, any community property agreement, or other docum of similar import executed by me and/or my spouse if, in the sole discretion of my attorney fact, such action would be in my best interest, following advice of counsel regarding eligib for such benefits. If any such transfer of resources is to be made to my attorney-in-fact, I my friend Christine Nemeth as special attorney-in-fact to approve such transfer.

PREAMBLE: This is a MILITARY POWER OF ATTORNEY prepared pursuant to Title 10 United States Code, Section 1044b, and executed by a person authorized to receive legal assistance from the military services. Federal law exempts this power of attorney from any requirement of form, substance, formality, or recording that is prescribed for powers of attorney by the laws of a state, the District of Columbia, or a territory, commonwealth or possession of the United States. Federal law specifies that this power of attorney shall be given the same legal effect as a power of attorney prepared and executed in accordance with the laws of the jurisdiction where it is presented.

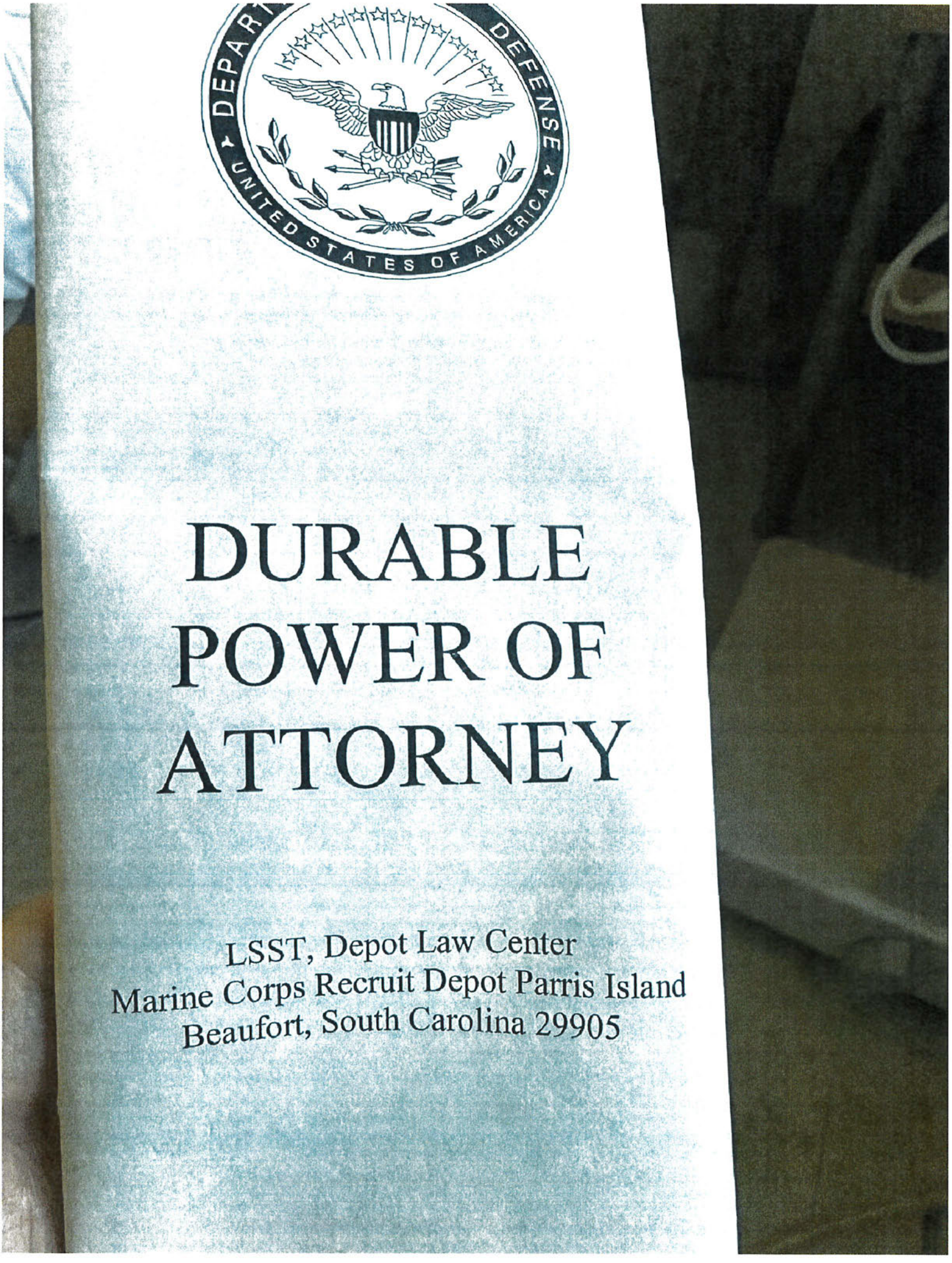
SPRINGING DURABLE POWER OF ATTORNEY
(EFFECTIVE AT A FUTURE TIME)

KNOW EVERYONE BY THESE PRESENTS, which are intended to constitute a General Power of Attorney, **THAT I, George Francis Niesar,** having an address at 1105 Bluffton Parkway, Bluffton, South Carolina 29910, hereby make, constitute and appoint my friend **Christine Nemeth,** having an address at 1105 Bluffton Parkway, Bluffton, South Carolina 29910, tel. no.: (843)290-6823, as my attorney-in-fact TO ACT in my name, place and stead in any way which I could do, if I were personally present, to the extent that I am permitted by law to act through an agent:

(a) to ask, demand, sue for, recover and receive all manner of goods, chattels, debts, rents, interest, sums of money and demands whatsoever, due or to become due, that are thought to be owing, belonging or payable to me in my own right or otherwise, and to execute, acknowledge and deliver acquittances, receipts, releases, satisfactions or other discharges for the same;

(b) to sell, transfer, exchange, convert, abandon, or otherwise dispose of, or grant options with respect to, real and personal property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as my attorney-in-fact may deem necessary or appropriate;

(c) to buy, sell, exchange, invest and reinvest in common or preferred stocks, bonds, commodities, options, limited liability companies, investment trusts, mutual funds, regulated investment companies and other types of securities and financial instruments, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment may have upon the diversity of investments; to demand, receive and obtain any money or other things of value to which I am or may become or may claim to be entitled in connection with any stocks, bonds or other financial instruments; to cause securities or other property to be held or registered in the name of a nominee or nominees or unregistered or in any other form; to vote in person at meetings of stock or security holders and adjournments thereof, to enter into voting trusts, and to vote by general or limited proxy with respect to any stock or securities;



DURABLE POWER OF ATTORNEY

LSST, Depot Law Center
Marine Corps Recruit Depot Parris Island
Beaufort, South Carolina 29905

(d) to make, execute, endorse, accept and deliver in my name or in the name of my attorney-in-fact all checks, notes, drafts, warrants, securities, stock certificates, certificates of deposit, bonds, acknowledgments, and any other agreements, certificates or instruments of any nature, as my attorney-in-fact may deem necessary or appropriate;

(e) to deposit and withdraw any sums to or from any bank, savings or similar account maintained by me alone or jointly; to open, continue, modify or terminate any account or banking arrangement in my name or jointly with others; to borrow money at such interest rates and upon such terms and conditions as my attorney-in-fact may deem necessary or appropriate, and to provide security therefor from my assets; to pay, renew or extend the time of payment of any note given by me or on my behalf; to prepare financial statements concerning my assets and liabilities or income and expenses, and deliver them to financial institutions; to receive statements, notices and other documents from financial institutions; to open or cause to be opened any safe deposit box in my name and to examine and remove any or all of the contents of such box; and to conduct such other banking transactions as my attorney-in-fact may deem necessary or appropriate;

(f) to take possession of, recover, obtain and hold any tangible personal property belonging to me or to which I may be entitled, and to receive and take for me and in my name any rents, issues and profits of any such property; to purchase, invest in, reinvest in, accept as a gift, sell, exchange, lease, grant options upon, assign, transfer, abandon, pledge, encumber or otherwise dispose of any personal property of any nature and wherever situate; to store property for hire or on a gratuitous bailment; to make repairs and alterations; and to execute, acknowledge and deliver all contracts, leases, notes, security agreements, guarantees, bills of sale, assignments, extensions, releases, waivers, consents, and any other agreements, writings and instruments of any nature affecting any personal property, as my attorney-in-fact may deem necessary or appropriate;

(g) to possess, recover, manage, hold, control, develop, subdivide, partition, mortgage, lease or otherwise deal with any real property belonging to me or to which I may be entitled; to purchase, invest in, reinvest in, accept as a gift, sell, exchange, lease, sublease, grant options upon, convey with or without covenants, quitclaim, assign, transfer, abandon, encumber or otherwise dispose of any real property of any nature and wherever situate; to borrow money at such interest rates and upon such terms and conditions as my attorney-in-fact may deem necessary or appropriate, and to provide security therefor by mortgage or pledge of any property; to satisfy, discharge, release or extend the term of any mortgage; to apply for zoning, rezoning or other governmental permits; to make repairs, replacements and improvements, structural or otherwise; to pay, compromise or contest real estate taxes, assessments, water charges and sewer rents; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the same; to abandon property if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to permit

STATE OF SOUTH CAROLINA, COUNTY OF BEAUFORT PROBATE

Personally appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within named George Francis Niesar sign, seal and as his act and deed deliver the foregoing power of attorney, and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

Blake A. McKAYS

Witness

Subscribed and sworn to before me
on December 17, 2018

Notary Public for South Carolina
My commission expires on

LISA A. BISHOP
SOUTH CAROLINA
NOTARY PUBLIC
EXP. 14 APR 25

From: Russ Keep
To: Cartledge, Wendy B
Subject: RE: Update on Mr. Niesar - I hope he is ok
Date: Friday, October 7, 2022 10:40:20 AM
Attachments: image002.jpg
image0.jpeg
image1.jpeg
image2.jpeg
image3.jpeg
image0.jpeg
image1.jpeg
image2.jpeg
image3.jpeg
image0.jpeg
image1.jpeg
image2.jpeg

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Thank you. Russ is over in Bluffton today working as a Magistrate. Christine said she found the attached Power of Attorney from 2018. She was going to drop a copy off yesterday but the hospital called and she went to go be with George instead. I know some of these photos are not the easiest to see but I just asked her to get me a copy any way she could so I could send it to you. I hope this will suffice? Christine obviously has the original document and can get it to me hopefully sometime next week. If I need to draft up a new one, please advise. Thank you. - Kim

---

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Friday, October 07, 2022 10:03 AM
To: Russ Keep [redacted]
Subject: Update on Mr. Niesar - I hope he is ok

Good morning Russ:

Please let me know about Mr. Niesar''. Sarah Robertson said we should get a power of attorney. We can also delay the closing if needed. Whatever we can do to help.

Thanks,
Wendy

Wendy B. Cartledge
General Counsel

Beaufort County School District
2900 Mink Point Blvd.
Beaufort, SC 29901
Direct Line: (843) 322.2414
Fax Line: (843) 322.2330
Wendy.Cartledge@beaufort.k12.sc.us

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From: Russ Keep
To: Cartledge, Wendy B
Cc: "Mitch Griffith"
Subject: RE: Proposed Contract to purchase real estate
Date: Monday, August 29, 2022 11:20:10 AM
Attachments: image002.jpg

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Good morning! I will provide a W9 for my clients, since the money is not going to me, unfortunately! Ha ha!

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Monday, August 29, 2022 10:31 AM
To: Russ Keep <[redacted]
Cc: Mitch Griffith <[redacted]>
Subject: Proposed Contract to purchase real estate
Importance: High

Dear Russ:

Good Morning! Please find attached a proposed contract for your review and comment. Please complete appliances in Section 3 and the closing date in Section 7.

We need a W-9 from your law firm so we can send you the earnest money deposit and the closing proceeds.

We look forward to working with you! Sarah Robertson will assist BCSD with the closing.

Thanks,
Wendy

Wendy B. Cartledge
General Counsel

Beaufort County School District
2900 Mink Point Blvd.
Beaufort, SC 29901
Direct Line: (843) 322.2414
Fax Line: (843) 322.2330
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individual on the basis of race, religion, gender, gender identity, sexual orientation, sex, pregnancy, childbirth, or any related medical conditions, color, physical or mental disability, age (40 or older), ancestry, genetic information, national origin, or any other applicable status protected by Title VI, Title VII, Title IX or any other local, state, or federal law.

From: Russ Keep
To: Cartledge, Wendy B
Cc: "Mitch Griffith"
Subject: RE: Proposed Contract to purchase real estate
Date: Monday, August 29, 2022 1:30:27 PM
Attachments: image002.jpg
Active_48830909_Active_1_BCSD - Contract to Purchase Niesar Property (002).docx

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I removed the Wood Infestation Report and the specifics under Furnishings, Systems both on page 1.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Monday, August 29, 2022 11:36 AM
To: Russ Keep [redacted]
Cc: 'Mitch Griffith' [redacted]
Subject: RE: Proposed Contract to purchase real estate

Thank you!! Please send me your other edits/revisions/ to the contract – appreciate it!

From: Russ Keep [redacted]
Sent: Monday, August 29, 2022 11:20 AM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Cc: 'Mitch Griffith' [redacted]
Subject: RE: Proposed Contract to purchase real estate

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Good morning! I will provide a W9 for my clients, since the money is not going to me, unfortunately! Ha ha!

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Monday, August 29, 2022 10:31 AM
To: Russ Keep <[redacted]
Cc: Mitch Griffith [redacted]
Subject: Proposed Contract to purchase real estate
Importance: High

Dear Russ:

Good Morning! Please find attached a proposed contract for your review and comment. Please complete appliances in Section 3 and the closing date in Section 7.

We need a W-9 from your law firm so we can send you the earnest money deposit and the closing proceeds.

We look forward to working with you! Sarah Robertson will assist BCSD with the closing.

Thanks,

Wendy

Wendy B. Cartledge
General Counsel

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From:	Russ Keep
To:	Cartledge, Wendy B
Cc:	"Mitch Griffith"
Subject:	RE: Please send back the signed contract and we will put the earnest money deposit in escrow
Date:	Thursday, September 8, 2022 1:30:38 PM
Attachments:	image002.jpg Contract - SIGNED by Plaintiffs.pdf

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From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, September 01, 2022 1:44 PM
To: Russ Keep [redacted]
Cc: 'Mitch Griffith' [redacted]
Subject: Please send back the signed contract and we will put the earnest money deposit in escrow

Hopefully, Mr. Niesar can sell the appliances in the house.

Please let me know how I can be of assistance to facilitate the closing.

Thanks,
Wendy

Wendy B. Cartledge
General Counsel

Beaufort County School District
2900 Mink Point Blvd.
Beaufort, SC 29901
Direct Line: (843) 322.2414
Fax Line: (843) 322.2330
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This document was prepared by
Burr & Forman LLP (SFR)
[redacted]

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made effective the latter date of execution below (the "Effective Date") by and between **Beaufort County School District**, with an address of P.O. Drawer 309, Beaufort, SC 29901 ("Purchaser") and **George F. Niesar and Christine Niesar**, whose address is 105 Bluffton Parkway, Bluffton, SC 29910 ("Seller").

1. PURCHASE AND SALE OF PROPERTY. In consideration of the mutual promises contained in this Contract, Purchaser agrees to purchase and Seller agrees to sell, upon all the terms and conditions hereafter set forth, the lots or parcels of land, with all improvements thereon, and any interests appurtenant thereto, situated in Beaufort County, South Carolina and being described as follows 1105 Bluffton Parkway, Bluffton, SC 29910 with Beaufort County Tax Map Parcel Numbers: R600-029-000-0034-0000 and R600-029-000-011A-0000 (the "Property").

2. PURCHASE PRICE. The total Purchase Price for the Property is EIGHT HUNDRED EIGHTY-SIX THOUSAND AND NO/100 DOLLARS ($886,000.00) ("Purchase Price") to be paid by Purchaser as follows:

(a) $86,000.00 earnest money deposit, to be paid to and held by Escrow Agent hereinafter named within three (3) business days of the Effective Date; and

(b) $800,000.00 in cash, due and payable by wire transfer at Closing (as hereafter defined).

3. FURNISHINGS, SYSTEMS. That which is to be conveyed to Purchaser pursuant to this Contract includes all heating and air conditioning systems, all fixtures attached to the Property, all plumbing and other equipment, and shall additionally include without limitation the following:

4. CONDITION OF PROPERTY. Purchaser has fully examined and inspected the Property, including any personal property described in Paragraph 4 above, and agrees to purchase them "as is." Seller makes no warranty of the condition of such Property; however, all appliances, and heating and air conditioning, electric and plumbing systems shall be in good working order at Closing.

5. CONVEYANCE OF PROPERTY. At Closing, Seller shall convey marketable title to the Property to Purchaser in fee simple by general warranty deed, free from encumbrances, except such as are herein agreed to be assumed by Purchaser. If an owner's title commitment can be issued by an ALTA title insurance company, without any unusual or extraordinary exceptions, this shall constitute evidence of marketable title. As a condition to Purchaser completing the Closing, by Closing, Seller shall remove all personal property, waste, and debris from the Property. Seller shall retain a lawyer licensed in South Carolina to represent Seller in the transaction and to prepare

documents required on Seller's behalf including, without limitation, the deed, FIRPTA affidavit, SC I-295, and seller's title affidavit.

6. DATE AND PLACE OF CLOSING. The closing of this Contract shall take place on or before _____, 2022 (the "Closing" or "Closing Date") at the office of Purchaser's attorney or other offices stipulated by Purchaser. Unless otherwise provided herein, Seller shall deliver possession of the Property to Purchaser at Closing.

7. RISK OF LOSS AND DAMAGE. The risk of loss or damage to the Property by fire or other casualty until Closing is the responsibility of Seller. In the case of loss or damage, Seller has the option to restore the Property within a reasonable time to substantially its undamaged condition or to terminate this Contract. In the event Seller elects to terminate this Contract, there shall be no further obligation of Seller to Purchaser and Escrow Agent shall return the earnest money to Purchaser.

8. PRORATIONS. All Beaufort County taxes, applicable water and sewer and other utility charges, maintenance assessments, regime fees and other applicable taxes and charges shall be prorated as of the date of Closing. Any outstanding special regime assessments shall be Seller's responsibility.

9. CLOSING EXPENSES. Seller shall be responsible for paying the Deed Recording Fee as required by Section 12-24 of the Code of Laws of South Carolina 1976, as amended (formerly referred to as documentary stamps) as well as for preparation of the deed. Purchaser shall be responsible for all financing costs, legal fees in connection with the title examination, title insurance costs, any other fees for recording the deed, any loan documentation and for any Town/County transfer fees, if applicable. As to any other expenses associated with Closing, Seller and Purchaser will pay such closing expenses customarily paid by sellers and purchasers in Beaufort County, South Carolina.

10. NO BROKERAGE FEES. Seller and Purchaser acknowledge and represent that they are dealing directly with each other with regard to this transaction and that there is no real estate broker involved or any real estate brokerage fee due. Purchaser holds Seller harmless from any claims for commission from any real estate broker with whom Purchaser may have dealt.

11. DEFAULT. Upon the failure of Purchaser to comply with the terms hereof within the stipulated time, and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that Seller may: (a) at its option because of the difficulty in ascertaining actual resulting damages, retain the earnest money deposit as liquidated and agreed damages; (b) enforce the performance of this Contract by specific performance; or (c) sue for damages. Upon the failure of Seller to comply with the terms hereof within the stipulated time and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that Purchaser may cancel the Contract and obtain refund of the earnest money deposit and/or proceed with all other rights and remedies at law or in equity against Seller.

12. ESCROW AGENT. Escrow Agent hereinabove referred to shall be Burr & Forman LLP, 4 Clarks Summit Drive, Suite 200, Bluffton, SC 29910, (843) 815- 2171, Attn: Sarah Robertson.

Escrow Agent shall not be charged with any knowledge until such facts are communicated to Escrow Agent in writing. Escrow Agent shall not be required to institute or maintain any litigation unless indemnified to its satisfaction for its legal fees, costs, disbursements and all other expenses and liabilities to which it may, in its judgment, be subjected in connection with this action. Seller and Purchaser shall at all times indemnify Escrow Agent against all actions, proceedings, claims or demands arising out of this transaction. Upon the failure of Purchaser to comply with the requirements as set forth herein and pursuant to the above referenced Paragraph 14, Escrow Agent shall be empowered to dispose of the earnest money deposit as provided for in said paragraph without incurring any liability. In the event of a dispute by and between Seller and Purchaser which cannot be resolved, Escrow Agent shall have the option of depositing the earnest money deposit into the Office of the Clerk of Court for Beaufort County, South Carolina pending resolution of the disposition of said funds and upon depositing said funds, Escrow Agent shall bear no further responsibility.

13. MISCELLANEOUS. If this offer is rejected by Seller, the earnest money deposit shall be returned in full to Purchaser. The invalidity or unenforceability of any provision of this Contact shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid and unenforceable provision were omitted. For the convenience of the parties hereto, duplicate originals of this Contract may be executed and each such original shall be deemed to be an original instrument. This Contract shall be governed and construed in accordance with the laws of the State of South Carolina. Titles of the paragraphs and subparagraphs included herein have been inserted as a matter of convenience for reference only and shall not affect the meaning or construction of any of the terms or provisions hereof. This Contract and all documents and instruments incorporated herein by specific reference are intended by the parties hereto to be the final and entire expression of their agreement and constitute a complete and exclusive statement of the terms hereof notwithstanding any representations or statements to the contrary heretofore made. In the event of litigation relating to enforcement of rights under this Contract, the prevailing party shall be entitled to recover all litigation expenses, including legal fees and court costs, from the non-prevailing party. This Contract may not be amended, modified, altered or changed in any respect whatsoever, except by a further written agreement duly executed by the parties hereto. No failure of a party to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and not practice at variance with the terms hereof, shall constitute a waiver of said power or right unless expressly authored in writing by the affected party. Seller acknowledges that the closing agent for this transaction is required by the provisions of the Internal Revenue Code of 1986, as amended, to complete and file a Form 1099B relating to the sale and, if Seller is a non-resident of South Carolina, a withholding return will be filed with the South Carolina Department of Revenue. Seller will cooperate and provide all information required to the closing agent. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

Purchaser's authorized agent has executed this Contract as of the date below.

PURCHASER:
Beaufort County School District

By:_____

Name: Frank J. Rodriguez

Title: Superintendent

Seller has executed this Contract as of the date below.

SELLER:

George F. Niesar
George F. Niesar Date

Sept 3/22
Christine Niesar Date

From: Russ Keep
To: "Mitch Griffith"; Rowland, Gillian C; Cartledge, Wendy B; "Robertson, Sarah"
Cc: Crosby, Tonya V; Oetting, Robert S; "Christine Nemeth"; "george niesar"
Subject: RE: Please send back the signed contract and we will put the earnest money deposit in escrow
Date: Monday, September 19, 2022 11:13:06 AM
Attachments: image001.jpg

No problem.

From: Mitch Griffith <[redacted]
Sent: Wednesday, September 14, 2022 4:48 PM
To: Rowland, Gillian C <Gillian.Rowland@beaufort.k12.sc.us>; Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>; 'Robertson, Sarah' <[redacted] 'hhlaw@hargray.com'[redacted]
Cc: Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>; Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Subject: RE: Please send back the signed contract and we will put the earnest money deposit in escrow

Russ,
I think I will prepare a dismissal for you to sign. You can sign it at closing it acknowledge written consent to dismiss. Then I will efile one once I am advised that the closing was complete. Any problems with that. mitch

E. Mitchell Griffith

From: Rowland, Gillian C <Gillian.Rowland@beaufort.k12.sc.us>
Sent: Wednesday, September 14, 2022 4:10 PM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>; 'Robertson, Sarah' <SRobertson@burr.com>; Mitch Griffith <[redacted] 'hhlaw@hargray.com' [redacted]
Cc: Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>; Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Subject: RE: Please send back the signed contract and we will put the earnest money deposit in escrow

You don't often get email from gillian.rowland@beaufort.k12.sc.us. Learn why this is important

Good Afternoon,

Please find attached the signed contract.

Thanks!

Gillian Rowland

Paralegal to General Counsel
Beaufort County School District
2900 Mink Point Blvd.
Beaufort, SC 29901
Office: (843) 379-7817
Gillian.Rowland@beaufort.k12.sc.us

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Wednesday, September 14, 2022 3:40 PM
To: 'Robertson, Sarah' <[redacted]
Cc: Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>; Rowland, Gillian C <Gillian.Rowland@beaufort.k12.sc.us>; Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Subject: FW: Please send back the signed contract and we will put the earnest money deposit in escrow

Mr. Keep forwarded the signed contract this morning with a closing date of October 31, 2022.

Gillian is taking the contract to Dr. Rodriguez for his signature.

Tonya will be making arrangements for the deposit of the earnest money ($86,000).

Sarah, I look forward to working with you in facilitating the closing of this transaction.

Thanks to all of you for your help.

From: Russ Keep <[redacted]>
Sent: Wednesday, September 14, 2022 9:59 AM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Cc: 'Mitch Griffith' <[redacted] 'george niesar' [redacted] 'Christine Nemeth' <[redacted]
Subject: RE: Please send back the signed contract and we will put the earnest money deposit in escrow

---

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, September 08, 2022 4:32 PM
To: Russ Keep <[redacted]
Cc: 'Mitch Griffith' [redacted]com>
Subject: RE: Please send back the signed contract and we will put the earnest money deposit in escrow

Hi Russ – we need the closing date filled out on the contract please. Thanks!

From: Russ Keep <[redacted]
Sent: Thursday, September 8, 2022 1:30 PM

To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Cc: 'Mitch Griffith' <[redacted]>
Subject: RE: Please send back the signed contract and we will put the earnest money deposit in escrow

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From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, September 01, 2022 1:44 PM
To: Russ Keep <[redacted]>
Cc: 'Mitch Griffith' <[redacted]>
Subject: Please send back the signed contract and we will put the earnest money deposit in escrow

Hopefully, Mr. Niesar can sell the appliances in the house.

Please let me know how I can be of assistance to facilitate the closing.

Thanks,
Wendy

Wendy B. Cartledge
General Counsel

Beaufort County School District
2900 Mink Point Blvd.
Beaufort, SC 29901
Direct Line: (843) 322.2414
Fax Line: (843) 322.2330
Wendy.Cartledge@beaufort.k12.sc.us

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Beaufort County School District Nondiscrimination Statement

The BCSD is committed to nondiscrimination and equal opportunity for all students, parents/legal guardians, staff, visitors, applicants for admission and employment, personnel, and community members who participate or seek to participate in its educational programs or activities. Accordingly, the BCSD does not discriminate against any individual on the basis of race, religion, gender, gender identity, sexual orientation, sex, pregnancy, childbirth, or any related medical conditions, color, physical or mental disability, age (40 or older), ancestry, genetic information, national origin, or any other applicable status protected by Title VI, Title VII, Title IX or any other local, state, or federal law.

From:	Russ Keep
To:	Cartledge, Wendy B
Cc:	"Mitch Griffith"; "george niesar"; "Christine Nemeth"
Subject:	RE: Please send back the signed contract and we will put the earnest money deposit in escrow
Date:	Wednesday, September 14, 2022 9:59:36 AM
Attachments:	image002.jpg Contract signed with closing date.pdf

---

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, September 08, 2022 4:32 PM
To: Russ Keep <hhlaw@hargray.com>
Cc: 'Mitch Griffith' <Mgriffith@griffithfreeman.com>
Subject: RE: Please send back the signed contract and we will put the earnest money deposit in escrow

Hi Russ – we need the closing date filled out on the contract please. Thanks!

From: Russ Keep <[redacted]
Sent: Thursday, September 8, 2022 1:30 PM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Cc: 'Mitch Griffith' <[redacted]
Subject: RE: Please send back the signed contract and we will put the earnest money deposit in escrow

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From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, September 01, 2022 1:44 PM
To: Russ Keep <[redacted]
Cc: 'Mitch Griffith' <[redacted]
Subject: Please send back the signed contract and we will put the earnest money deposit in escrow

Hopefully, Mr. Niesar can sell the appliances in the house.

Please let me know how I can be of assistance to facilitate the closing.

Thanks,
Wendy

Wendy B. Cartledge
General Counsel

Beaufort County School District

2900 Mink Point Blvd.
Beaufort, SC 29901
Direct Line: (843) 322.2414
Fax Line: (843) 322.2330
Wendy.Cartledge@beaufort.k12.sc.us
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Beaufort County School District Nondiscrimination Statement

The BCSD is committed to nondiscrimination and equal opportunity for all students, parents/legal guardians, staff, visitors, applicants for admission and employment, personnel, and community members who participate or seek to participate in its educational programs or activities. Accordingly, the BCSD does not discriminate against any individual on the basis of race, religion, gender, gender identity, sexual orientation, sex, pregnancy, childbirth, or any related medical conditions, color, physical or mental disability, age (40 or older), ancestry, genetic information, national origin, or any other applicable status protected by Title VI, Title VII, Title IX or any other local, state, or federal law.

This document was prepared by
Burr & Forman LLP (SFR)
[redacted]

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made effective the latter date of execution below (the "Effective Date") by and between **Beaufort County School District**, with an address of P.O. Drawer 309, Beaufort, SC 29901 ("Purchaser") and **George F. Niesar and Christine Niesar**, whose address is 105 Bluffton Parkway, Bluffton, SC 29910 ("Seller").

1. PURCHASE AND SALE OF PROPERTY. In consideration of the mutual promises contained in this Contract, Purchaser agrees to purchase and Seller agrees to sell, upon all the terms and conditions hereafter set forth, the lots or parcels of land, with all improvements thereon, and any interests appurtenant thereto, situated in Beaufort County, South Carolina and being described as follows 1105 Bluffton Parkway, Bluffton, SC 29910 with Beaufort County Tax Map Parcel Numbers: R600-029-000-0034-0000 and R600-029-000-011A-0000 (the "Property").

2. PURCHASE PRICE. The total Purchase Price for the Property is EIGHT HUNDRED EIGHTY-SIX THOUSAND AND NO/100 DOLLARS ($886,000.00) ("Purchase Price") to be paid by Purchaser as follows:

(a) $86,000.00 earnest money deposit, to be paid to and held by Escrow Agent hereinafter named within three (3) business days of the Effective Date; and

(b) $800,000.00 in cash, due and payable by wire transfer at Closing (as hereafter defined).

3. FURNISHINGS, SYSTEMS. That which is to be conveyed to Purchaser pursuant to this Contract includes all heating and air conditioning systems, all fixtures attached to the Property, all plumbing and other equipment, and shall additionally include without limitation the following:

4. CONDITION OF PROPERTY. Purchaser has fully examined and inspected the Property, including any personal property described in Paragraph 4 above, and agrees to purchase them "as is." Seller makes no warranty of the condition of such Property; however, all appliances, and heating and air conditioning, electric and plumbing systems shall be in good working order at Closing.

5. CONVEYANCE OF PROPERTY. At Closing, Seller shall convey marketable title to the Property to Purchaser in fee simple by general warranty deed, free from encumbrances, except such as are herein agreed to be assumed by Purchaser. If an owner's title commitment can be issued by an ALTA title insurance company, without any unusual or extraordinary exceptions, this shall constitute evidence of marketable title. As a condition to Purchaser completing the Closing, by Closing, Seller shall remove all personal property, waste, and debris from the Property. Seller shall retain a lawyer licensed in South Carolina to represent Seller in the transaction and to prepare

documents required on Seller's behalf including, without limitation, the deed, FIRPTA affidavit, SC I-295, and seller's title affidavit.

6. DATE AND PLACE OF CLOSING. The closing of this Contract shall take place on or before 08/31/22 2022 (the "Closing" or "Closing Date") at the office of Purchaser's attorney or other offices stipulated by Purchaser. Unless otherwise provided herein, Seller shall deliver possession of the Property to Purchaser at Closing.

7. RISK OF LOSS AND DAMAGE. The risk of loss or damage to the Property by fire or other casualty until Closing is the responsibility of Seller. In the case of loss or damage, Seller has the option to restore the Property within a reasonable time to substantially its undamaged condition or to terminate this Contract. In the event Seller elects to terminate this Contract, there shall be no further obligation of Seller to Purchaser and Escrow Agent shall return the earnest money to Purchaser.

8. PRORATIONS. All Beaufort County taxes, applicable water and sewer and other utility charges, maintenance assessments, regime fees and other applicable taxes and charges shall be prorated as of the date of Closing. Any outstanding special regime assessments shall be Seller's responsibility.

9. CLOSING EXPENSES. Seller shall be responsible for paying the Deed Recording Fee as required by Section 12-24 of the Code of Laws of South Carolina 1976, as amended (formerly referred to as documentary stamps) as well as for preparation of the deed. Purchaser shall be responsible for all financing costs, legal fees in connection with the title examination, title insurance costs, any other fees for recording the deed, any loan documentation and for any Town/County transfer fees, if applicable. As to any other expenses associated with Closing, Seller and Purchaser will pay such closing expenses customarily paid by sellers and purchasers in Beaufort County, South Carolina.

10. NO BROKERAGE FEES. Seller and Purchaser acknowledge and represent that they are dealing directly with each other with regard to this transaction and that there is no real estate broker involved or any real estate brokerage fee due. Purchaser holds Seller harmless from any claims for commission from any real estate broker with whom Purchaser may have dealt.

11. DEFAULT. Upon the failure of Purchaser to comply with the terms hereof within the stipulated time, and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that Seller may: (a) at its option because of the difficulty in ascertaining actual resulting damages, retain the earnest money deposit as liquidated and agreed damages; (b) enforce the performance of this Contract by specific performance; or (c) sue for damages. Upon the failure of Seller to comply with the terms hereof within the stipulated time and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that Purchaser may cancel the Contract and obtain refund of the earnest money deposit and/or proceed with all other rights and remedies at law or in equity against Seller.

12. ESCROW AGENT. Escrow Agent hereinabove referred to shall be Burr & Forman LLP, 4 Clarks Summit Drive, Suite 200, Bluffton, SC 29910, (843) 815- 2171, Attn: Sarah Robertson.

Escrow Agent shall not be charged with any knowledge until such facts are communicated to Escrow Agent in writing. Escrow Agent shall not be required to institute or maintain any litigation unless indemnified to its satisfaction for its legal fees, costs, disbursements and all other expenses and liabilities to which it may, in its judgment, be subjected in connection with this action. Seller and Purchaser shall at all times indemnify Escrow Agent against all actions, proceedings, claims or demands arising out of this transaction. Upon the failure of Purchaser to comply with the requirements as set forth herein and pursuant to the above referenced Paragraph 14, Escrow Agent shall be empowered to dispose of the earnest money deposit as provided for in said paragraph without incurring any liability. In the event of a dispute by and between Seller and Purchaser which cannot be resolved, Escrow Agent shall have the option of depositing the earnest money deposit into the Office of the Clerk of Court for Beaufort County, South Carolina pending resolution of the disposition of said funds and upon depositing said funds, Escrow Agent shall bear no further responsibility.

13. MISCELLANEOUS. If this offer is rejected by Seller, the earnest money deposit shall be returned in full to Purchaser. The invalidity or unenforceability of any provision of this Contact shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid and unenforceable provision were omitted. For the convenience of the parties hereto, duplicate originals of this Contract may be executed and each such original shall be deemed to be an original instrument. This Contract shall be governed and construed in accordance with the laws of the State of South Carolina. Titles of the paragraphs and subparagraphs included herein have been inserted as a matter of convenience for reference only and shall not affect the meaning or construction of any of the terms or provisions hereof. This Contract and all documents and instruments incorporated herein by specific reference are intended by the parties hereto to be the final and entire expression of their agreement and constitute a complete and exclusive statement of the terms hereof notwithstanding any representations or statements to the contrary heretofore made. In the event of litigation relating to enforcement of rights under this Contract, the prevailing party shall be entitled to recover all litigation expenses, including legal fees and court costs, from the non-prevailing party. This Contract may not be amended, modified, altered or changed in any respect whatsoever, except by a further written agreement duly executed by the parties hereto. No failure of a party to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and not practice at variance with the terms hereof, shall constitute a waiver of said power or right unless expressly authored in writing by the affected party. Seller acknowledges that the closing agent for this transaction is required by the provisions of the Internal Revenue Code of 1986, as amended, to complete and file a Form 1099B relating to the sale and, if Seller is a non-resident of South Carolina, a withholding return will be filed with the South Carolina Department of Revenue. Seller will cooperate and provide all information required to the closing agent. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

Purchaser's authorized agent has executed this Contract as of the date below.

PURCHASER:
Beaufort County School District

By:_____

Name: Frank J. Rodriguez

Title: Superintendent

Seller has executed this Contract as of the date below.

SELLER:

George F. Niesar — Date

Christine Niesar — Sept 3/22 Date

The information contained in this email is intended for the individual or entity above. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others; also, please notify the sender by replying to this message, and then delete this message from your system. Thank you.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Tuesday, November 1, 2022 11:27 AM
To: Bailey, Sharon [redacted] Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>; Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Cc: Robertson, Sarah [redacted]
Subject: RE: Niesar Closing

[EXTERNAL EMAIL]

Will the closing take place today?

From: Bailey, Sharon <[redacted]
Sent: Tuesday, November 1, 2022 9:01 AM
To: Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>; Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>; Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Cc: Robertson, Sarah <[redacted]
Subject: RE: Niesar Closing

Good Morning!

We did receive the wire yesterday afternoon.

Thanks

Sharon Bailey
Paralegal

Image removed by sender.

[redacted]

[redacted]

Web

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From: Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>
Sent: Monday, October 31, 2022 5:07 PM

To: Bailey, Sharon [redacted] Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>; Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Cc: Robertson, Sarah <SRobertson@burr.com>
Subject: RE: Niesar Closing

[EXTERNAL EMAIL]

We have confirmed the wire transfer was processed on our end.

Tonya V. Crosby, CPA
Chief Financial Officer
Beaufort County School District
2900 Mink Point Boulevard
Beaufort, South Carolina 29902
Office (843) 322-2397

From: Bailey, Sharon <[redacted]>
Sent: Monday, October 31, 2022 4:08 PM
To: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>; Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Cc: Robertson, Sarah <[redacted]com>; Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>
Subject: RE: Niesar Closing

To keep you updated, we have not closed yet and probably won't until tomorrow. We have received copies of most of the seller signed closing documents, but still waiting on a few more to come in.

Thanks and we will keep you updated.

Sharon Bailey
Paralegal

Image removed by sender.

[redacted]

[redacted]

Web

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From: Bailey, Sharon
Sent: Thursday, October 27, 2022 4:11 PM
To: 'Oetting, Robert S' <Robert.Oetting@beaufort.k12.sc.us>; Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Cc: Robertson, Sarah [redacted]; Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>
Subject: RE: Niesar Closing

I apologize for my error – it is next Monday.

From: Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Sent: Thursday, October 27, 2022 4:09 PM
To: Bailey, Sharon <[redacted] Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Cc: Robertson, Sarah [redacted] Crosby, Tonya V <Tonya.Crosby@beaufort.k12.sc.us>
Subject: RE: Niesar Closing

[EXTERNAL EMAIL]

Isn't closing on Monday? You state tomorrow below.

Robert S. Oetting
Chief Operations Officer
Beaufort County School District
P.O. Drawer 309
Beaufort, SC 29901
843-322-0783
robert.oetting@beaufort.k12.sc.us

From: Bailey, Sharon [redacted]
Sent: Thursday, October 27, 2022 3:55 PM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>; Oetting, Robert S <Robert.Oetting@beaufort.k12.sc.us>
Cc: Robertson, Sarah [redacted]
Subject: RE: Niesar Closing

WARNING: This email originated from outside of Beaufort County School District's email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon!

As promised, please find attached the following documents for you to print and have executed accordingly pending closing tomorrow:

1. Settlement Statement – please have signed at the bottom of the second page where indicated;
2. Tax Disclosure – please have signed at the bottom where marked;
3. Title Insurance Disclosure – please have signed where marked;
4. Termination of Easement – please have this document executed pursuant to the attached instruction sheet.

Once signed, please either fax or e-mail the documents back to me for closing and overnight the originals to us. A pre-paid UPS label is also attached for your use and convenience.

As you will note from Line 303 of the Settlement Statement, the total needed for closing is $818,685.31 and I've attached another copy of our bankwire instructions for your use in wiring your funds to our trust account.

Please do not hesitate to let us know if you have any questions at all. We will be more than happy to assist in any way to ensure a smooth and timely closing.

Thank you,
Sharon

Sharon Bailey
Paralegal

Image removed by sender.

[redacted]

[redacted]

Web

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From: Russ Keep
To: Cartledge, Wendy B
Subject: RE: Niesar
Date: Friday, July 26, 2019 1:49:10 PM

Thanks! Get some sleep!

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, July 25, 2019 6:45 PM
To: Russ Keep <[redacted]>
Subject: RE: Niesar

Hi Russ,
I will call you on Monday. I am too tired to do any more work now.
Wendy Bergfeldt Cartledge
General Counsel
Beaufort County School District
Post Office Box 309
Beaufort, South Carolina 29901-0309
Telephone: 843-322-2414
CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, contains information which is or may be privileged pursuant to applicable attorney/client and/or other legal privilege, the Family Educational Rights & Privacy Act (FERPA), 20 U.S.C. 1232g, and/or other relevant state or federal law. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution and/or reproduction of this communication is strictly prohibited. If you have erroneously received this communication, please notify the sender by replying to this message immediately by telephone and by e-mail and destroy all copies of this message and all attachments. All e-mail correspondence to and from this address may be subject to South Carolina public records laws, which may result in monitoring and disclosure to third parties, including law enforcement

From: Russ Keep [redacted]
Sent: Wednesday, July 24, 2019 9:32 AM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>; 'E. Mitchell Griffith' [redacted]
Cc: 'Christine Nemeth' [redacted]
Subject: RE: Niesar

Wendy, please give me an update on this. Thank you.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, June 06, 2019 1:52 PM
To: Russ Keep [redacted]; 'E. Mitchell Griffith' [redacted]
Cc: 'Christine Nemeth' <[redacted]>
Subject: RE: Niesar

Thanks!
Wendy Bergfeldt Cartledge
General Counsel
Beaufort County School District
Post Office Box 309

From: Russ Keep
To: Cartledge, Wendy B; "E. Mitchell Griffith"
Cc: "Christine Nemeth"
Subject: RE: Niesar
Date: Wednesday, July 24, 2019 2:55:37 PM

Is it still a possibility?

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Wednesday, July 24, 2019 2:30 PM
To: Russ Keep [redacted] 'E. Mitchell Griffith' <[redacted]>
Cc: 'Christine Nemeth' <[redacted]>
Subject: RE: Niesar
The BOE did not give me permission to enter negotiations to purchase the property at this time.
Wendy Bergfeldt Cartledge
General Counsel
Beaufort County School District
Post Office Box 309
Beaufort, South Carolina 29901-0309
Telephone: 843-322-2414
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From: Russ Keep <[redacted]>
Sent: Wednesday, July 24, 2019 9:32 AM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>; 'E. Mitchell Griffith' <[redacted]>
Cc: 'Christine Nemeth' [redacted]>
Subject: RE: Niesar
Wendy, please give me an update on this. Thank you.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, June 06, 2019 1:52 PM
To: Russ Keep <[redacted]; 'E. Mitchell Griffith' <[redacted]>
Cc: 'Christine Nemeth' [redacted]
Subject: RE: Niesar
Thanks!
Wendy Bergfeldt Cartledge
General Counsel
Beaufort County School District

Post Office Box 309
Beaufort, South Carolina 29901-0309
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---

From: Russ Keep[redacted]>
Sent: Thursday, June 6, 2019 1:47 PM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>; 'E. Mitchell Griffith' [redacted]
Cc: 'Christine Nemeth' <[redacted]
Subject: RE: Niesar

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Yes, for a reasonable price.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, June 06, 2019 1:44 PM
To: C. Russell Keep III <[redacted] E. Mitchell Griffith [redacted]
Subject: Niesar

Hi Russ,
Does Mr. Niesar still want to sell the property to the school district?
Thanks,
Wendy
Wendy Bergfeldt Cartledge
General Counsel
Beaufort County School District
Post Office Box 309
Beaufort, South Carolina 29901-0309
Telephone: 843-322-2414
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laws, which may result in monitoring and disclosure to third parties, including law enforcement

From: Russ Keep
To: Cartledge, Wendy B; "E. Mitchell Griffith"
Cc: "Christine Nemeth"
Subject: RE: Niesar
Date: Wednesday, July 24, 2019 9:32:41 AM

Wendy, please give me an update on this. Thank you.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, June 06, 2019 1:52 PM
To: Russ Keep <[redacted]>; 'E. Mitchell Griffith' <[redacted]>
Cc: 'Christine Nemeth' [redacted]
Subject: RE: Niesar

Thanks!

Wendy Bergfeldt Cartledge
General Counsel
Beaufort County School District
Post Office Box 309
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From: Russ Keep <[redacted]
Sent: Thursday, June 6, 2019 1:47 PM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>; 'E. Mitchell Griffith' [redacted]
Cc: 'Christine Nemeth' <[redacted]
Subject: RE: Niesar

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Yes, for a reasonable price.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, June 06, 2019 1:44 PM
To: C. Russell Keep III [redacted]>; E. Mitchell Griffith <[redacted]>
Subject: Niesar

Hi Russ,

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Thanks,

Wendy
Wendy Bergfeldt Cartledge
General Counsel
Beaufort County School District
Post Office Box 309
Beaufort, South Carolina 29901-0309
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AFFIDAVIT THAT POWER OF ATTORNEY
IS IN FULL FORCE AND EFFECT

STATE OF South Carolina, COUNTY OF Beaufort

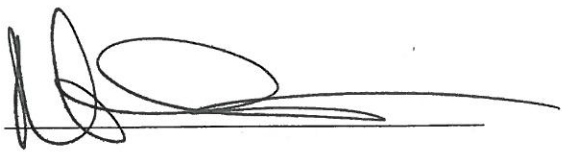
I, my friend Christine Nemeth, being duly sworn, depose and say:

THAT George Francis Niesar, having an address at 1105 Bluffton Parkway, Bluffton, South Carolina 29910, as principal, did, in a writing dated December 17, 2018, appoint me his true and lawful attorney-in-fact, and that attached hereto is a true copy of said power of attorney. Said power of attorney has become effective by reason of the following conditions: the principal, George Francis Niesar, lacks the capacity to manage property, including the capacity to take actions necessary to administer real and personal property, intangible property, business property, benefits and income.

THAT I have no actual knowledge or actual notice of the revocation or termination of the aforesaid power of attorney by death or otherwise, or knowledge of any facts indicating the power of attorney has been revoked or terminated. I have no actual knowledge or actual notice that the power of attorney has been modified in any way that would affect the ability of the attorney-in-fact to authorize or engage in any transaction with a third party, or knowledge of any facts indicating the power of attorney has been so modified. I further represent, to the best of my knowledge after diligent search and inquiry, that: said principal is now alive; has not, at any time, revoked, terminated, suspended or repudiated the power of attorney; and the power of attorney still is in full force and effect.

THAT I make this affidavit for the purpose of inducing to accept delivery of the following instrument(s), as executed by me in my capacity of attorney-in-fact of said principal, with full knowledge that this affidavit will be relied upon in accepting the execution and delivery of said instrument(s) and in paying good and valuable consideration therefor:

Dated:



Subscribed and sworn to before me
on October 12, 2022

Donna S. Semken
Notary Public for South Carolina
My commission expires on 5/22/2029

DONNA S. SEMKEN
Notary Public
State of South Carolina
My Commission Expires May 22, 2029

Donna S. Semken witness

Joellene M Kenyon
Joellene M Kenyon

From: Russ Keep
To: "Robertson_Sarah"
Cc: Cartledge_Wendy B; "Bailey_Sharon"
Subject: RE: Niesar - POA
Date: Wednesday, October 12, 2022 12:59:07 PM
Attachments: ~WRD0260.jpg
SKMBT_C28022101211260.pdf

From: Robertson, Sarah <[redacted]>
Sent: Monday, October 10, 2022 10:20 AM
To: Russ Keep [redacted]
Cc: Wendy Cartledge <wendy.cartledge@beaufort.k12.sc.us>; Bailey, Sharon <[redacted]>
Subject: Niesar - POA

Russ and Kim, Wendy Cartledge forwarded to me the attached images comprising Mr. Niesar's springing power of attorney. The form of the power of attorney will suffice for title conveyance purposes if Christine properly completes the Affidavit That Power Of Attorney Is In Full Force and Effect affirming that the power of attorney has become effective because Mr. Niesar lacks capacity to manage property. For recording purposes in Beaufort County, please add two witness lines and have Christine sign the affidavit in the presence of two witnesses, one of whom may be the notary.

Please copy me on any further messages related to the transaction.

Thanks-
Sarah

Sarah Robertson
Partner

Image removed by sender.

[redacted]

[redacted]

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From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Friday, October 7, 2022 11:56 AM
To: Robertson, Sarah [redacted]

Subject: FW: Update on Mr. Niesar - I hope he is ok

[EXTERNAL EMAIL]

Is this ok

From: Russ Keep [redacted]
Sent: Friday, October 7, 2022 10:34 AM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Subject: RE: Update on Mr. Niesar - I hope he is ok

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Thank you. Russ is over in Bluffton today working as a Magistrate. Christine said she found the attached Power of Attorney from 2018. She was going to drop a copy off yesterday but the hospital called and she went to go be with George instead. I know some of these photos are not the easiest to see but I just asked her to get me a copy any way she could so I could send it to you. I hope this will suffice? Christine obviously has the original document and can get it to me hopefully sometime next week. If I need to draft up a new one, please advise. Thank you. - Kim

---

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Friday, October 07, 2022 10:03 AM
To: Russ Keep <[redacted]
Subject: Update on Mr. Niesar - I hope he is ok

Good morning Russ:

Please let me know about Mr. Niesar''. Sarah Robertson said we should get a power of attorney. We can also delay the closing if needed. Whatever we can do to help.

Thanks,
Wendy

Wendy B. Cartledge
General Counsel

Beaufort County School District
2900 Mink Point Blvd.
Beaufort, SC 29901
Direct Line: (843) 322.2414
Fax Line: (843) 322.2330
Wendy.Cartledge@beaufort.k12.sc.us

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AFFIDAVIT THAT POWER OF ATTORNEY
IS IN FULL FORCE AND EFFECT

STATE OF South Carolina, COUNTY OF Beaufort

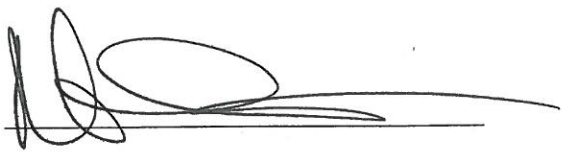
I, my friend Christine Nemeth, being duly sworn, depose and say:

THAT George Francis Niesar, having an address at 1105 Bluffton Parkway, Bluffton, South Carolina 29910, as principal, did, in a writing dated December 17, 2018, appoint me his true and lawful attorney-in-fact, and that attached hereto is a true copy of said power of attorney. Said power of attorney has become effective by reason of the following conditions: the principal, George Francis Niesar, lacks the capacity to manage property, including the capacity to take actions necessary to administer real and personal property, intangible property, business property, benefits and income.

THAT I have no actual knowledge or actual notice of the revocation or termination of the aforesaid power of attorney by death or otherwise, or knowledge of any facts indicating the power of attorney has been revoked or terminated. I have no actual knowledge or actual notice that the power of attorney has been modified in any way that would affect the ability of the attorney-in-fact to authorize or engage in any transaction with a third party, or knowledge of any facts indicating the power of attorney has been so modified. I further represent, to the best of my knowledge after diligent search and inquiry, that: said principal is now alive; has not, at any time, revoked, terminated, suspended or repudiated the power of attorney; and the power of attorney still is in full force and effect.

THAT I make this affidavit for the purpose of inducing to accept delivery of the following instrument(s), as executed by me in my capacity of attorney-in-fact of said principal, with full knowledge that this affidavit will be relied upon in accepting the execution and delivery of said instrument(s) and in paying good and valuable consideration therefor:

Dated:



Subscribed and sworn to before me
on October 12, 2022

Donna S. Semken
Notary Public for South Carolina
My commission expires on 5/22/2029

DONNA S. SEMKEN
Notary Public
State of South Carolina
My Commission Expires May 22, 2029

Donna S. Semken witness

Joellene M Kenyon
Joellene M Kenyon

From:	Russ Keep
To:	Cartledge, Wendy B
Subject:	RE: Niesar - POA
Date:	Wednesday, October 12, 2022 2:54:18 PM
Attachments:	image001.jpg SKMBT_C28022101211260.pdf

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Wednesday, October 12, 2022 2:30 PM
To: Russ Keep <hhlaw@hargray.com>
Subject: RE: Niesar - POA

I don't see the attachment.

From: Russ Keep [redacted]
Sent: Wednesday, October 12, 2022 12:59 PM
To: 'Robertson, Sarah' <[redacted]
Cc: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>; 'Bailey, Sharon' [redacted]
Subject: RE: Niesar - POA

From: Robertson, Sarah [redacted]
Sent: Monday, October 10, 2022 10:20 AM
To: Russ Keep <[redacted]
Cc: Wendy Cartledge <wendy.cartledge@beaufort.k12.sc.us>; Bailey, Sharon <[redacted]
Subject: Niesar - POA

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Please copy me on any further messages related to the transaction.

Thanks-
Sarah

Sarah Robertson
Partner

Image removed by sender.

[redacted]

[redacted]

[redacted]
Web

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From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Friday, October 7, 2022 11:56 AM
To: Robertson, Sarah [redacted]
Subject: FW: Update on Mr. Niesar - I hope he is ok

[EXTERNAL EMAIL]

Is this ok

From: Russ Keep [redacted]
Sent: Friday, October 7, 2022 10:34 AM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Subject: RE: Update on Mr. Niesar - I hope he is ok

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From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Friday, October 07, 2022 10:03 AM
To: Russ Keep [redacted]
Subject: Update on Mr. Niesar - I hope he is ok

Good morning Russ:

Please let me know about Mr. Niesar''. Sarah Robertson said we should get a power of attorney. We can also delay the closing if needed. Whatever we can do to help.

Thanks,
Wendy

Wendy B. Cartledge
General Counsel

Beaufort County School District
2900 Mink Point Blvd.
Beaufort, SC 29901
Direct Line: (843) 322.2414
Fax Line: (843) 322.2330

Wendy.Cartledge@beaufort.k12.sc.us
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From: Russ Keep
To: "Robertson_Sarah"
Cc: Cartledge_Wendy B; "Bailey_Sharon"
Subject: RE: Niesar - POA
Date: Wednesday, October 12, 2022 1:42:16 PM
Attachments: ~WRD3392.jpg
image001.jpg

I will ask. Russ is out of the country until the 24th. Thank you. - Kim

---

From: Robertson, Sarah [redacted]
Sent: Wednesday, October 12, 2022 1:04 PM
To: Russ Keep [redacted]
Cc: 'Wendy Cartledge' <wendy.cartledge@beaufort.k12.sc.us>; Bailey, Sharon [redacted]
Subject: RE: Niesar - POA

Thanks, Russ. The original power of attorney needs to be recorded prior to or in connection with closing. Please advise your plans.

Sarah

Sarah Robertson
Partner

Image removed by sender.

[redacted]

[redacted]

Web

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From: Russ Keep [redacted]
Sent: Wednesday, October 12, 2022 12:59 PM
To: Robertson, Sarah [redacted]
Cc: 'Wendy Cartledge' <wendy.cartledge@beaufort.k12.sc.us>; Bailey, Sharon [redacted]
Subject: RE: Niesar - POA

[EXTERNAL EMAIL]

From: Robertson, Sarah [redacted]
Sent: Monday, October 10, 2022 10:20 AM
To: Russ Keep [redacted]
Cc: Wendy Cartledge <wendy.cartledge@beaufort.k12.sc.us>; Bailey, Sharon [redacted]
Subject: Niesar - POA

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Thanks-
Sarah

Sarah Robertson
Partner

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[redacted]

[redacted]

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From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Friday, October 7, 2022 11:56 AM
To: Robertson, Sarah [redacted]
Subject: FW: Update on Mr. Niesar - I hope he is ok

[EXTERNAL EMAIL]

Is this ok

From: Russ Keep [redacted]
Sent: Friday, October 7, 2022 10:34 AM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>

Subject: RE: Update on Mr. Niesar - I hope he is ok

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---

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Friday, October 07, 2022 10:03 AM
To: Russ Keep [redacted]
Subject: Update on Mr. Niesar - I hope he is ok

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Please let me know about Mr. Niesar''. Sarah Robertson said we should get a power of attorney. We can also delay the closing if needed. Whatever we can do to help.

Thanks,
Wendy

Wendy B. Cartledge
General Counsel

Beaufort County School District
2900 Mink Point Blvd.
Beaufort, SC 29901
Direct Line: (843) 322.2414
Fax Line: (843) 322.2330
Wendy.Cartledge@beaufort.k12.sc.us

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From:	Russ Keep
To:	Cartledge, Wendy B
Subject:	RE: Mr. Niesar"s property
Date:	Monday, February 4, 2019 9:38:03 AM
Attachments:	LTR to Cartledge - offer on land.pdf LTR to Mitch - offer on land.pdf

---

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Friday, February 01, 2019 4:46 PM
To: C. Russell Keep III [redacted]>
Subject: Mr. Niesar's property

Hi Russ,

Please call me. I'm going to inform the board of your offer from the other day? Can you email me a letter from the date we talked about the asking price? The meeting is on Tuesday. Thanks for your help.

Wendy Bergfeldt Cartledge
General Counsel
Beaufort County School District
Post Office Box 309
Beaufort, South Carolina 29901-0309
Telephone: 843-322-2414

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C. RUSSELL KEEP, III
ATTORNEY
[redacted]

January 31, 2019

E. Mitchell Griffith, Esq.
Post Office Drawer 570
Beaufort, SC 29901

Re: George F. Niesar and Christine Neisar
-versus
Beaufort County School District
2017-DR-07-01212

Dear Mitch,

Thank you for the call this morning. My client will sell for the Beaufort County tax appraised value of $885,900.00. Thank you.

With warmest, personal regards, I remain

Very truly yours,

C. RUSS KEEP, III, ESQ.

CRK/kmm
cc: Christine Nemeth and George Neisar

C. RUSSELL KEEP, III
ATTORNEY
[redacted]

January 30, 2019

Wendy Bergfeldt Cartledge, Esq.
BCSD Counsel
Post Office Drawer 309
Beaufort, SC 29901

Re: George F. Niesar and Christine Neisar
-versus
Beaufort County School District
2017-DR-07-01212

Dear Ms. Cartledge,

Thank you for the call this morning. My client will sell for the Beaufort County tax appraised value of $885,900.00. Thank you.

With warmest, personal regards, I remain

Very truly yours,

C. RUSS KEEP, III, ESQ.

CRK/kmm
cc: Mitch Griffith
cc: Christine Nemeth and George Neisar

From: Russ Keep
To: Cartledge, Wendy B
Subject: RE: Did you already send the tax form?
Date: Wednesday, September 14, 2022 4:03:07 PM
Attachments: image002.jpg

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I have asked each of them to fill one out. I will send them over ASAP. Thank you.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Wednesday, September 14, 2022 3:40 PM
To: Russ Keep [redacted]
Subject: Did you already send the tax form?

Thanks

Thanks,
Wendy

Wendy B. Cartledge
General Counsel

Beaufort County School District
2900 Mink Point Blvd.
Beaufort, SC 29901
Direct Line: (843) 322.2414
Fax Line: (843) 322.2330
Wendy.Cartledge@beaufort.k12.sc.us

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Beaufort County School District Nondiscrimination Statement

The BCSD is committed to nondiscrimination and equal opportunity for all students, parents/legal guardians, staff, visitors, applicants for admission and employment, personnel, and community members who participate or seek to participate in its educational programs or activities. Accordingly, the BCSD does not discriminate against any individual on the basis of race, religion, gender, gender identity, sexual orientation, sex, pregnancy, childbirth, or any related medical conditions, color, physical or mental disability, age (40 or older), ancestry, genetic information, national origin, or any other applicable status protected by Title VI, Title VII, Title IX or any other local, state, or federal law.

From:	Russ Keep
To:	Cartledge, Wendy B
Subject:	RE: Did you already send the tax form?
Date:	Monday, September 19, 2022 2:19:48 PM
Attachments:	image001.jpg W9.pdf

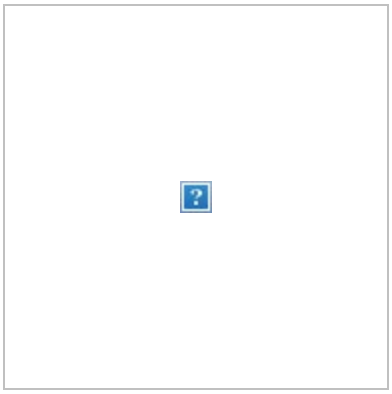
From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, September 15, 2022 7:14 PM
To: Russ Keep <[redacted]
Subject: Re: Did you already send the tax form?

Thanks

Get Outlook for iOS

From: Russ Keep [redacted]
Sent: Wednesday, September 14, 2022 2:02:59 PM
To: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Subject: RE: Did you already send the tax form?

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I have asked each of them to fill one out. I will send them over ASAP. Thank you.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Wednesday, September 14, 2022 3:40 PM
To: Russ Keep [redacted]
Subject: Did you already send the tax form?

Thanks

Thanks,
Wendy

Wendy B. Cartledge
General Counsel

Beaufort County School District
2900 Mink Point Blvd.
Beaufort, SC 29901
Direct Line: (843) 322.2414
Fax Line: (843) 322.2330
Wendy.Cartledge@beaufort.k12.sc.us
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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Christine Nemeth

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) [redacted]

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[redacted]

or

Employer identification number
_ _ – _ _ _ _ _ _ _

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 9/15/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
George F WIESAR

2 Business name/disregarded entity name, if different from above
—

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
[redacted]

Requester's name and address (optional)

6 Ci[redacted]

7 List account number(s) here (optional)

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Social security number
[redacted]

or

Employer identification number
_ _ - _ _ _ _ _ _ _

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Sign Here Signature of U.S. person ▶ George F Wiesar Date ▶ 9/15/22

General Instructions

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- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

From: Russ Keep
To: Cartledge, Wendy B; "Robertson, Sarah"
Cc: "Bailey, Sharon"; "Christine Nemeth"
Subject: RE: BCSD/Niesar - Inspections
Date: Thursday, October 20, 2022 10:08:15 AM
Attachments: ~WRD0001.jpg

Sure.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, October 20, 2022 9:38 AM
To: Robertson, Sarah [redacted]>; Russ Keep [redacted]
Cc: Bailey, Sharon <[redacted]
Subject: RE: BCSD/Niesar - Inspections

May we please extend the closing to November 2, 3 or 4? I am unavailable on October 31. Thanks for your consideration

---

From: Robertson, Sarah <[redacted]
Sent: Thursday, October 20, 2022 9:25 AM
To: Russ Keep [redacted]
Cc: Bailey, Sharon <[redacted]; Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Subject: BCSD/Niesar - Inspections

WARNING: This email originated from outside of Beaufort County School District's email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Russ and Kim, inspections and survey work will be occurring at the Niesar property on behalf of Beaufort County School District. Please remind the Niesars.

Thanks-
Sarah

Sarah Robertson
Partner

Image removed by sender.

[redacted]

[redacted]

[redacted]

Web

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read, copy, use, forward or disclose this communication to others; also, please notify the sender by replying to this message, and then delete this message from your system. Thank you.

From: Russ Keep
To: Cartledge_Wendy B; "Robertson_Sarah"
Cc: "Bailey_Sharon"; "Christine Nemeth"
Subject: RE: BCSD/Niesar - Inspections
Date: Thursday, October 20, 2022 10:21:35 AM
Attachments: ~WRD0002.jpg

My client has informed me that they are closing on their new house on the first of November so this closing needs to happen on the 31st if at all possible.

From: Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Sent: Thursday, October 20, 2022 9:38 AM
To: Robertson, Sarah [redacted]; Russ Keep [redacted]
Cc: Bailey, Sharon [redacted]
Subject: RE: BCSD/Niesar - Inspections

May we please extend the closing to November 2, 3 or 4? I am unavailable on October 31. Thanks for your consideration

---

From: Robertson, Sarah [redacted]
Sent: Thursday, October 20, 2022 9:25 AM
To: Russ Keep <[redacted]>
Cc: Bailey, Sharon <[redacted]; Cartledge, Wendy B <Wendy.Cartledge@beaufort.k12.sc.us>
Subject: BCSD/Niesar - Inspections

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Russ and Kim, inspections and survey work will be occurring at the Niesar property on behalf of Beaufort County School District. Please remind the Niesars.

Thanks-
Sarah

Sarah Robertson
Partner

Image removed by sender.

[redacted]

[redacted]

Web

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From: Russ Keep
To: "Kinard, Marlene"; mgriffith@griffithfreeman.com
Cc: "Roseneau, Jerri"; Cartledge, Wendy B
Subject: RE: 2017CP0701212 / George F Niesar -vs- Beaufort County School District
Date: Wednesday, January 30, 2019 10:33:44 AM

We are still trying to settle. Russ talked to Wendy Cartledge, the attorney for Beaufort County Schools, this morning. Russ is going to write Ms. Cartledge with what his clients will accept to sell the land in question.

From: Kinard, Marlene <akinard@bcgov.net>
Sent: Friday, January 25, 2019 8:31 AM
To: Russ Keep [redacted]
Cc: Roseneau, Jerri <jroseneau@bcgov.net>; 'Cartledge, Wendy B' <Wendy.Cartledge@beaufort.k12.sc.us>
Subject: RE: 2017CP0701212 / George F Niesar -vs- Beaufort County School District

Good Morning,

Please provide a Case Status Update.

Marlene

From: Kinard, Marlene
Sent: Thursday, January 24, 2019 1:56 PM
To: 'Russ Keep'; [redacted]
Cc: Roseneau, Jerri; 'Cartledge, Wendy B'
Subject: RE: 2017CP0701212 / George F Niesar -vs- Beaufort County School District

Mr. Keep,

Thank you for the update.

Marlene

From: Russ Keep [redacted]
Sent: Thursday, January 24, 2019 1:48 PM
To: Kinard, Marlene; [redacted]
Cc: Roseneau, Jerri; 'Cartledge, Wendy B'
Subject: RE: 2017CP0701212 / George F Niesar -vs- Beaufort County School District

I have just received the appraisal of the property yesterday and I believe the Defendants are going to buy it, ending the case. We are talking later this afternoon.

From: Kinard, Marlene <akinard@bcgov.net>
Sent: Thursday, January 24, 2019 12:39 PM
To: Russ Keep [redacted]
Cc: Roseneau, Jerri <jroseneau@bcgov.net>
Subject: 2017CP0701212 / George F Niesar -vs- Beaufort County School District

Good Afternoon,

Please provide the Court with a Case Status Update for the above referenced case. Is this case ready for trial?

Respectfully,

Marlene Kinard

Judicial Clerk

Beaufort County Clerk of Court

P.O. Drawer 1228

Beaufort SC 29901
[redacted]
akinard@bcgov.net
Beaufort County started E-Filing 12/6/16

Visit sccourts.org to learn more about E-Filing

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From: Russ Keep
To: "Kinard, Marlene"; mgriffith@griffithfreeman.com
Cc: "Roseneau, Jerri"; Cartledge, Wendy B
Subject: RE: 2017CP0701212 / George F Niesar -vs- Beaufort County School District
Date: Thursday, January 24, 2019 1:48:22 PM

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Sent: Thursday, January 24, 2019 12:39 PM
To: Russ Keep [redacted]
Cc: Roseneau, Jerri <jroseneau@bcgov.net>
Subject: 2017CP0701212 / George F Niesar -vs- Beaufort County School District

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Please provide the Court with a Case Status Update for the above referenced case. Is this case ready for trial?

Respectfully,

Marlene Kinard

Judicial Clerk

Beaufort County Clerk of Court

P.O. Drawer 1228

Beaufort SC 29901

[redacted]

akinard@bcgov.net

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From: Russ Keep
To: "Mitch Griffith"
Cc: Cartledge, Wendy B
Subject: RE: 2017CP0701212 / George F Niesar -vs- Beaufort County School District
Date: Wednesday, November 28, 2018 10:43:08 AM

Mitch,
In the alternative to referring this to the MIE, while we wait on the appraisal and possible bid by your clients to buy my client's land, do you want to 40(j) it?
Russ

From: Mitch Griffith <[redacted]
Sent: Wednesday, November 21, 2018 11:05 AM
To: 'Russ Keep' <[redacted]
Cc: wendy.cartledge@beaufort.k12.sc.us; 'Mullen, Carmen T. Law Clerk (Julia Bradshaw)' <CMullenLC@sccourts.org>
Subject: RE: 2017CP0701212 / George F Niesar -vs- Beaufort County School District

Julia,
I am writing Judge Mullen about this case as it involves property with an easement and we are currently exploring settlement options. It may be that we actually refer this matter to the Master if we cannot resolve it, but we would like to have it continued because we need to get an appraisal of the property. If we should file a motion to continue if will be happy to send one over. Mitch
E. Mitchell Griffith
[redacted] for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure.
If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone [redacted] or reply to this e-mail and delete all copies of this message.
To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the

may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

C. RUSSELL KEEP, III
ATTORNEY
[redacted]

August 15, 2022

VIA E-MAIL & REGULAR U.S. MAIL

E. Mitchell Griffith, Esq.
Post Office Drawer 570
Beaufort, SC 29901

Re: George F. Niesar and Christine Neisar
-versus
Beaufort County School District
2017-DR-07-01212

Dear Mitch,

My clients have agreed to sell their land and house for $886,000.00. Thank you.

With warmest, personal regards, I remain

Very truly yours,

C. RUSS KEEP, III, ESQ.

CRK/kmm
cc: Christine Nemeth and George Neisar
cc: Wendy Cartledge
cc: MIE Court