

City of Sumter Neighborhood Initiative Program (NIP)

Side Lot Transfer Program Guidelines

The Side Lot Transfer Program provides the opportunity for homeowners to purchase qualifying adjacent vacant lots for sale by the Santee-Lynches Regional Development Corporation. The purchase of a residential vacant lot enables homeowners to expand their side yard and to increase the overall value of their property.

PURPOSE

The purpose of the Santee-Lynches Regional Development Corporation Side Lot Transfer Program is to:

- Facilitate the reclamation, rehabilitation and reutilization of vacant real property within the City of Sumter;
- Efficiently hold and manage vacant real property pending its reclamation, rehabilitation, and reutilization;
- Assist governmental entities, schools, nonprofit organizations, individuals, and other potential end-users to assemble property in a coordinated manner;
- Promote economic and housing development in the City of Sumter.

ELIGIBLE APPLICANTS

Eligible applicants include political subdivisions, schools, qualified nonprofit organizations, and individuals. Priority shall be given to adjacent property owners who own, and reside in, the adjacent property. Adjacent property owners who do not reside in the adjacent property are eligible to apply, with priority given to applicants intending to join the vacant parcel with the adjacent property owned by the same person, or for applicants who intend to redevelop the property for a public purpose/community benefit (park, greenspace, community/urban garden, food forest, etc.) and can provide evidence of their financial ability and resources to successfully complete the project. Nonadjacent property owners are eligible to apply, with priority given to applicants who intend to redevelop the property for a public purpose/community benefit (park, greenspace, community/urban garden, food forest, etc.) and can provide evidence of their financial ability and resources to successfully complete the project. The Santee-Lynches Regional Development Corporation reserves the right to condition transfer upon acceptance of certain terms within any purchase/sales/conveyance agreement regarding development and/or upon certain deed restrictions. Eligibility to apply does not guarantee approval or priority. The Santee-Lynches Regional Development Corporation shall have sole discretion for the approval, or disapproval, of any application.

ELIGIBLE PROPERTIES

Below is a list of the Santee-Lynches Regional Development Corporation-owned lots included in the Side Lot Transfer Program.

TBD

APPLICANT/PROGRAM LIMITATIONS & REQUIREMENTS

Successful applicants must take the property in an AS IS, WHERE IS condition, via quit claim deed, within a specified time frame and the Santee-Lynches Regional Development Corporation will maintain the right to condition the transfer of any property on the buyer's acceptance of certain deed restrictions.

Successful Side Lot Transfer Program applicants who refuse to take title to property following acquisition by the Santee-Lynches Regional Development Corporation will be barred from participating in the program for one (1) calendar year and shall be liable for reimbursement of all acquisition costs, plus an additional administrative penalty of not more than two-hundred fifty dollars (\$250).

Applicants must be in substantial compliance with all local building, health, zoning and fire regulations for their primary residence and any other real property he, or she, owns within Sumter County, South Carolina, and applicants must be able to maintain the subject property in accordance with all local building, housing, zoning, and fire regulations.

Applicants must be current on all real estate taxes and assessments for their primary residence, and any other real property he, or she, owns within Sumter County. Applicants must not be a prior owner of real property in Sumter County that was transferred as the result of tax foreclosure proceedings or conveyance in lieu of foreclosure.

Transfer of land may, at all times, be subject to approval of the local political subdivision in which the real property is situated.

While the Side Lot Transfer Program generally operates on a first come, first-served basis, with priority given to the first qualified applicant to submit a complete application, adjacent property owners who share at least a fifty-percent (50%) contiguous boundary with the subject property will be notified and will have the opportunity to apply for the subject property.

Adjacent owners will be expected to submit a complete application, and non-refundable application fee, no later than thirty (30) days after notification from the Santee-Lynches Regional Development Corporation.

If qualified and approved, multiple applicants for the same parcel may be required to split the property, as equally as possible, and the Santee-Lynches Regional Development Corporation will reserve the right to require the purchasers to share equally in the cost of any surveys required.

PRICING STRUCTURE

\$50 non-refundable application fee, for each parcel, to be applied toward the final purchase price, in the event of a successful closing; The application fee is waived for local political subdivisions and qualified nonprofit organizations.

- **Non-buildable parcels:** \$500 per parcel; \$250 per partial parcel if the property is required to be split between adjacent property owners.
- **Buildable parcels:** The Santee-Lynches Regional Development Corporation reserves the right to negotiate price with applicant(s).

APPLICATION PROCESS

Applicants must submit a complete and accurate Side Lot Transfer Application, along with the required nonrefundable application fee and verification of local approval, where applicable, to the Santee-Lynches Regional Development Corporation, pursuant to the instructions provided for in the application and these guidelines. Incomplete applications or applications missing required documentation, or the required nonrefundable application fee, will not be considered or approved. Submission of an application does not guarantee approval or transfer of property.

Santee-Lynches Regional Development Corporation staff will review every application received and will make recommendations to the executive director regarding final approval/disapproval of every application. The Santee-Lynches Regional Development Corporation will make every effort to review applications within thirty (30) days of receipt. Applicants will be notified, in writing, of any application deficiencies and recommendations for approval/disapproval.

Application review will consist of an initial, threshold review by the Santee-Lynches Regional Development Corporation staff to determine if the applicant, and property, are eligible and the application is complete. Applicants may be given the opportunity to correct deficiencies in their applications within a specified period of time. Applications are not considered submitted until complete. Further review will include, but shall not be limited to, the notification, if necessary, of additional adjacent property owners as described above. Applications, deemed by Santee-Lynches Regional Development Corporation staff to be complete and recommended for approval, will be submitted to the executive director for final approval. The Santee-Lynches Regional Development Corporation, through its executive director and staff, reserves the right to request additional supporting documentation for any application.

Applicants will be notified, in writing, which may include email, of the approval or denial of their application. If approved, applicants will be required to execute an agreement for the purchase of the subject property, and may be required to submit additional documentation. Upon such approval, the Santee-Lynches Regional Development Corporation will prepare and send the approved applicant an agreement for the purchase of the subject property. Documents must be executed and returned to the Santee-Lynches Regional Development Corporation within the specified timeframe. Failure to execute and return documents within the specified timeframe may result in a rescinding of approval of the application.

The applicant shall be responsible for payment of the remaining outstanding balance of the agreed upon purchase price (the agreed upon purchase price, less the nonrefundable application fee).

Upon final payment of the agreed upon purchase price by the purchaser, the Santee-Lynches Regional Development Corporation will initiate transfer of the property via quit claim deed to the purchaser. Applicants may be required to pay any necessary fees required to facilitate the actual transfer of property.

Successful Side Lot Transfer Program applicants who refuse to take title to property following acquisition by the Santee-Lynches Regional Development Corporation will be barred from participating in the program for one (1) calendar year and shall be liable for reimbursement of all acquisition costs, plus an additional administrative penalty of not more than two-hundred fifty dollars (\$250).

Where applicable, applicants will be notified if their application requires prior approval by the Santee-Lynches Regional Development Corporation Board of Directors. Should an application require prior approval, applicants will be notified of the date and time of the meeting at which their application will be presented. Applicants will be required to attend the meeting, at which their applications will be presented, to answer any questions of the Board of Directors. Failure to attend any such meeting may result in a delay, or denial, of the application.

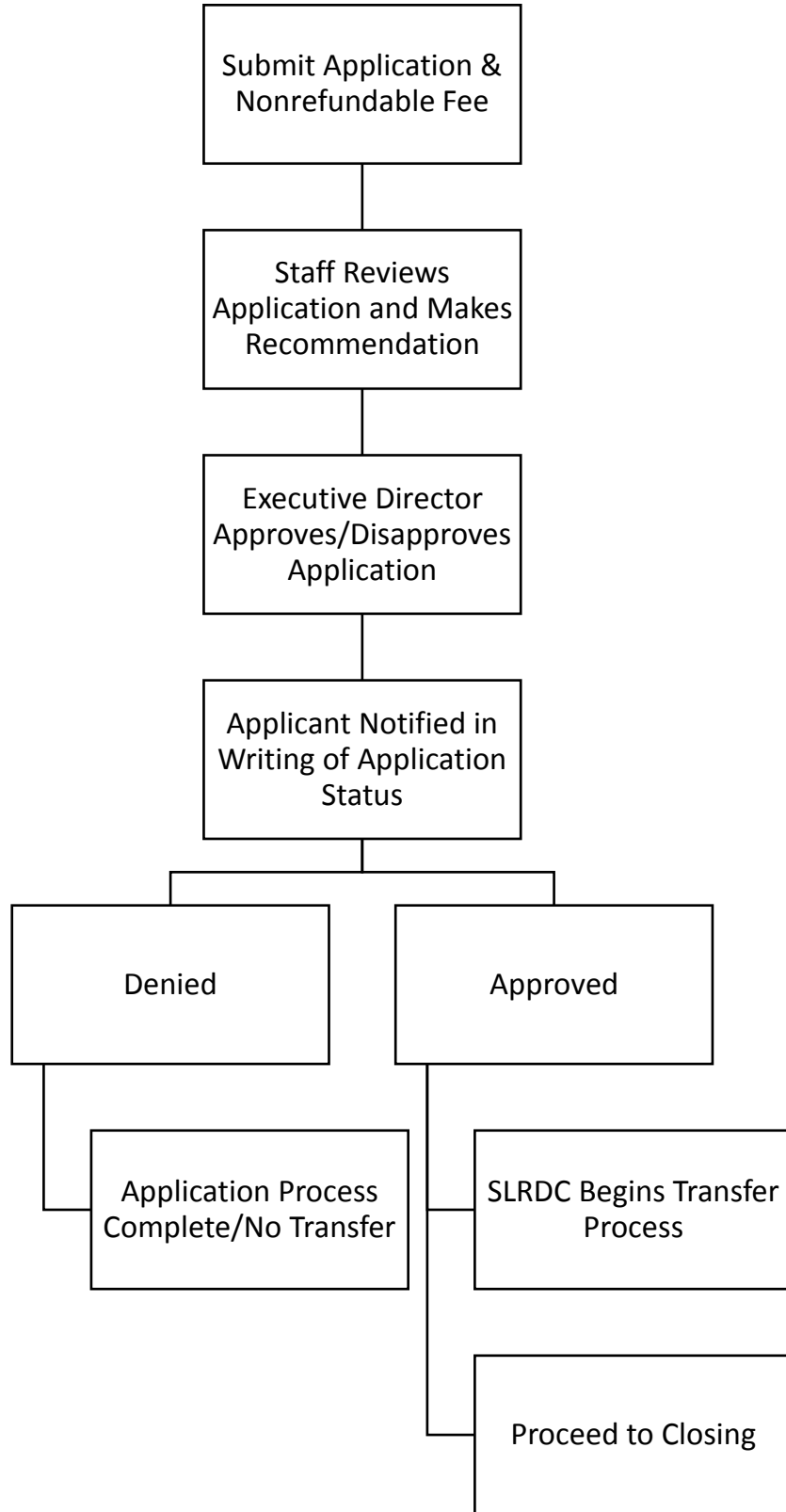
PROPERTY REQUIREMENTS

Approved applicant-purchasers must agree to maintain property in compliance with all applicable state and local regulations, including all local building, zoning, health, and fire regulations.

LIMITATIONS

The guidelines provided herein for the Santee-Lynches Regional Development Corporation Side Lot Transfer Program are intended as guidelines only. No rights, express or implied, or responsibilities are intended or created by, or for, any party. Failure by the Santee-Lynches Regional Development Corporation Board of Directors, its officers or staff to comply with these guidelines will not give any party the right to change, rescind, delay, or overturn any decision or transaction, or provide for any claim for damages or other relief, nor is failure to comply with these guidelines a failure of duty, of any kind, of the Santee-Lynches Regional Development Corporation staff, officers or Board of Directors. Submission of an application for this program shall be deemed as acceptance of these limitations.

Side Lot Transfer Program Process



Side Lot Transfer Program Application

Requested Side Lot

Property Street Address: _____

Parcel ID: _____

Applicant Information

Name of Applicant: _____

Name of Co-Applicant: _____

Mailing Address: _____

City, State, ZIP: _____

Daytime Phone Number: _____

Your address neighboring SLRDC Side Lot, if different than mailing address:

1. Does your Property adjoin the requested SLRDC property? **Yes** or **No**

2. Do you own the property near the SLRDC property,
via deed or land contract? **Yes** or **No**

3. Are your property taxes current on all properties you own
in Sumter County? **Yes** or **No**

4. Do you have any outstanding code violations on any properties
you own? **Yes** or **No**

5. What do you plan to do with the side lot if awarded?

QUIT CLAIM DEED TRANSFER INFORMATION

Unless other arrangements are made, properties sold through the residential Side Lot Transfer Program are transferred via Quit Claim Deed. This is not a Warranty Deed and, therefore, does not necessarily construe clear, insurable title. Side Lots must be kept separate from adjacent properties for a period of five years, after which a side lot may be combined with another parcel. The SLRDC recommends against combining if title insurance is not in place.

The SLRDC reserves the right to attach restrictive covenants to property transferred under this program, as it deems necessary.

In certain circumstances, the SLRDC has the option to include a reverter clause in the Quit Claim Deed which would allow the SLRDC to reclaim the property and any improvements thereon should the new owner fail to maintain the property.

APPLICANT’S SIGNATURE AND AFFIRMATION

I understand that the SLRDC staff will review this request and determine it’s compliance with SLRDC policies and procedures as well as existing SLRDC and City of Sumter neighborhood plans. If this application is approved, I will care for and maintain the property, complying with applicable ordinances and regulations. I understand that this form is a statement of interest only. By receiving it, the SLRDC does not commit to the transfer of property. Furthermore, I read and understand the information about Quit Claim Deeds.

I hereby affirm by my signature affixed hereto that I understand the Side Lot Transfer Program as detailed herein and that all the materials which I have submitted and answers I have provided are true to the best of my knowledge, information and belief.

Applicant Signature _____
Date

Co-Applicant Signature _____
Date

<p>Staff Use Only</p> <p><input type="checkbox"/> Ownership</p> <p><input type="checkbox"/> Tax History</p> <p><input type="checkbox"/> Violation Free</p> <p><input type="checkbox"/> Lot Line Shared</p> <p>Which: _____</p> <p>% _____</p>	<p>Notes: Date:</p> <p style="text-align: center;">Staff:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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SLRDC Side Lot Transfer Program Applicant Certification Form

1. I am not in default on property taxes payable to any governmental taxing unit in the State of South Carolina. I understand that the Santee-Lynches Regional Development Corporation (SLRDC) will verify my tax status relative to taxes owed in Sumter County.
2. All materials and copies submitted with this application are complete, accurate and current as of the date of submission.
3. I am responsible for determining local land use, zoning, and property maintenance laws and I certify that I will maintain the property in accordance with all such applicable laws and ordinances.
4. I agree and acknowledge that I will pay all costs and fees associated with the property, the closing of this transaction and any future related costs, taxes or fees of any type, if applicable.
5. I agree and acknowledge that the SLRDC has the sole discretion to accept or reject my offer and may decline my offer to acquire this property for any reason or for no reason at all.
6. I agree that if my offer is accepted, I will submit the purchase price and required documents to the SLRDC within 14 calendar days from the date of the acceptance letter or the SLRDC may cancel the agreement.
7. I agree, if my offer is accepted, to authorize the SLRDC to record the Quit Claim Deed on my behalf and such recording will constitute delivery and my acceptance of the deed. Thereafter, the original will be provided to me.
8. The SLRDC, its officers, board members, employees, contractors, and agents, make no warranty or representation as to the status or condition of title to the property to be conveyed. I assume all responsibility to search and, if necessary, clear title to the property.
9. I acknowledge that I have been advised to obtain a title insurance policy for any property purchased and to obtain legal or other technical advice in order to search and clear title to the properties.
10. I acknowledge, unless other arrangements have been made, and agree that I will receive a Quit Claim Deed from the SLRDC. The property will be conveyed "as is," with no title insurance. I acknowledge and agree to assume responsibility for the property including future tax bills. The Quit Claim Deed does not warrant title.
11. I hereby release, waive, discharge, and covenant to hold harmless the SLRDC, its officers, Board Members, employees, contractors, and agents, from all liability regarding the condition of the property, whether environmental, physical, legal (title), or otherwise.

12. I hereby grant the SLRDC, its agents, employees, contractors, successors, and assigns, full rights to access the property for a period of five years from the date of purchase for the sole purpose of photographing said property for program documentation and consent to the use of such photographs print, digital, or other medium, in any publication, including but not limited to the internet, in conjunction therewith, waiving any right to inspect or approve any photographs or associated copy material in connection therewith. I hereby acknowledge that I will not receive any payment for the use of any such images. This agreement applies to property photographs only. Any photographs capturing individual persons will require the SLRDC to obtain a separate release prior to publication.

I hereby affirm by my signature affixed hereto that I acknowledge and agree to the terms above I certify that all components of and statements within my application are true and accurate to the best of my knowledge, information and belief.

Applicant Signature

Date

Co-Applicant Signature

Date