



Real Estate Consultants

Lot Listing Data Sheet

Property

Address: _____

List Price: _____

Owner's Name: _____

Owners Address: _____

Home Telephone: _____ Cell:(1) _____ (2) _____

Work Telephone: _____ Email: _____

Water Company: _____

Sewer Company: _____

Electric Company: _____

Gas Company: _____

Telephone: _____ Cable: _____

HVAC: _____ Termite/Pest: _____

Listing Checklist:

CML Data Input Forms ()

Exclusive Right to Sell ()

Property Disclosure ()

Lead Paint / Tax Record ()

Plat ()

Order Sign Yes / No

EXCLUSIVE RIGHT TO SELL CONTRACT
State of South Carolina

This is a legally binding Contract; if not understood, seek advice of an attorney.

State law prohibits Broker from representing Owner as a client without first entering into a written agreement with Owner.
See S.C. Code §40-57-350 (1976).

A. EMPLOYMENT: In consideration of the covenants herein contained, the undersigned Owner ("Owner") and the undersigned Broker ("Broker") agree as follows:

Beginning on _____ 20 _____, and ending at midnight on _____ 20 _____, ("Authorization Period")
Owner grants Broker the sole and exclusive right to sell the real property with any improvements thereon described as:
Property Address _____
Legal Description (ie, lot, block, subdivision) _____
TMS _____ County _____

Broker accepts employment as the sole and exclusive agent of the Owner to sell the property, subject to the terms and conditions set forth herein.

B. AGENCY RELATIONSHIPS: (Owner must initial all applicable choices.)

_____ Owner acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and a *South Carolina Disclosure of Real Estate Brokerage Relationships* form at the first practical opportunity at which substantive contact occurred between the Broker and Owner.

Owner acknowledges that after entering into this written agency contract, Broker may request a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction. If asked:

_____ Permission to act as a **dual agent** will not be considered;

_____ Permission to act as a **dual agent** may be considered at the time Owner is provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written **Dual Agency Agreement**;

_____ Permission to act as a **designated agent** will not be considered;

_____ Permission to act as a **designated agent** may be considered at a time Owner is provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written **Designated Agency Agreement**.

C. SALE PRICE: The property is listed to sell for the gross sale price of \$ _____ or other price or terms (including exchange) to which Owner may subsequently agree during the Authorization Period. At closing, the Owner shall pay the real estate compensation, a fee for preparing the deed, deed stamps, recording of satisfaction and prorated taxes as of the day of closing. The term "sale" shall include any exchange, swap or trade of the herein described property.

D. COMPENSATION: Owner agrees to pay Broker a fee of _____% computed upon the gross sales price in the following event:

- (1) During the Authorization Period, anyone sells or trades the property; or,
- (2) During the Authorization Period, anyone produces a Buyer who is ready, willing and able to buy or trade for the property at the terms set forth herein; or
- (3) During the Authorization Period, Owner fails or refuses to complete the sale or Owner agrees with Buyer to cancel an executed contract without consent of Broker; or
- (4) Owner defaults under any contract to sell or exchange the property; or
- (5) For _____ days after the expiration of the Authorization Period, Owner sells or obtains a contract to sell the property or any interest in the property to any prospects with whom the Owner, Broker or any real estate licensee communicated regarding the property during the Authorization Period. However, no fee will be due Broker if the property is relisted after Authorization Period and sold through another Broker.

A contract will be deemed to comply with the terms and conditions hereof if the offered contract is for at least the listing price stated herein, is non-contingent and is on a form adopted or recommend by a local Board of REALTORS® or substantially similar thereto.

The fee will be due to the Broker no later than the closing date in the contract or any extension thereof or upon demand if Owner refuses to accept and/or execute a contract which complies with the terms and conditions hereof. Closing is not a prerequisite for Broker's fee being earned. Owner agrees to pay the costs and expenses including attorney's fees incurred by Broker as a result of enforcing this provision.

Broker may offer a portion of the total commission due as compensation for producing an acceptable offer to purchase while acting as:
(1) **Buyer's Agent.** The portion of the commission offered to buyer's agent shall be not more than _____ percent of the sale price or \$_____. (_____ initials)

(2) **Transaction Broker.** The portion of the commission offered to transaction brokers shall be not more than _____ percent of the sales price or \$_____. (_____ initials)

E. PARTICIPATION IN MULTIPLE LISTING SERVICE: The property will be () will not be () entered in the Consolidated Multiple Listing Service ("CMLS") which will constitute an offer of cooperation to all participants in the CMLS.

Owner () does () does not agree for a CMLS lockbox containing keys to be installed on the property in order to facilitate the inspection of the property by Broker and cooperating agents. Owner understands that placing the lockbox on the property has inherent risks resulting from the potential wrongful acts of persons with access to the lockbox. Owner understands and specifically assumes this risk. Owner further acknowledges that Broker is not an insurer against the loss of personal property and agrees to release Broker and CMLS from any responsibility therefore. **Listings with lockboxes in the CMLS primary service area (Richland, Lexington, Kershaw, Saluda, Fairfield, Newberry, and Calhoun Counties) must have a CMLS approved lockbox. Another type of lockbox, to include any keyless entry system to the residence, (non-CMLS approved), may be placed on the listing but must be accompanied by a lockbox approved by CMLS (including HUD homes, Corporate Owned homes, Foreclosures, etc.).**

F. MARKETING THE PROPERTY: Owner authorizes Broker to display a "For Sale" sign on the property and remove all other signs. All signage placed on the listed property must comply with CMLS Rules and Regulations. "For Sale by Owner" signs are prohibited.

Owner acknowledges that there are risks associated with allowing access to and disseminating information about the property that are not within the reasonable control of the Broker including unauthorized use of the lock box, control of visitors on the property and inappropriate use of information about the property. Owner understands and agrees that by placing the listing in the CMLS, all CMLS members and real estate related third parties will have access to Owner's information (including images of the property and contents) and those parties have the right to use all available technology to create, download, store, supplement, and manipulate such listing information. Owner acknowledges that even if the Owner withholds the property from the Internet, a prospective Buyer or their agent may take pictures of the property and contents and post such images on the internet or social media without approval or knowledge of Broker. Owner agrees to indemnify and hold Broker and CMLS harmless from any claim, loss or damage arising therefrom.

Broker may place on Internet. yes _____ no _____ (initial one).

The Owner consents to Broker taking photographs and/or video ("Visual Media") of the Property and consents to the unlimited and perpetual use of such Visual Media by Broker, Broker's designees, and/or CMLS including the distribution of such photos on the internet or social media. **Owner consents (yes _____ no _____).** "Use" shall include, without limitation, the reproduction, modification, adaptation, publishing, creation of derivative works from, distribution, and display of the Visual Media throughout the world in any format.

The Broker has the option, but is not required, to continue marketing the property after an offer has been accepted. Owner may terminate this option by giving written notice to Broker.

G. CALL, FAX, E-MAIL: Owner agrees to allow any Agent/CMLS Member to call, e-mail, text or fax information regarding the sale of the property, including posting same on social media.

H. INQUIRIES: Owner agrees to immediately inform Broker of any inquires or negotiations concerning the sale of the property even if Owner believes that Broker knows of such inquiry.

I. DISCLOSURE OF PROPERTY INFORMATION: Owner agrees to furnish Broker with complete and reliable information about the ownership and operation of the property and any encumbrances or liens affecting the property. *South Carolina Code §40-57-350* requires Broker to disclose to any prospective Buyer all adverse material facts actually known to the Broker including but not limited to the value of the real estate, structural integrity of the improvements, matters presenting a significant health risk to occupants and information that indicates a party to the transaction is unable or unwilling to meet an obligation under the contract. Owner warrants to Owner's knowledge there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that Owner has reviewed the information on the listing input sheet attached to and made a part of this Agreement, and that all such information is accurate to the best of Owner's knowledge. Owner authorizes Broker to disclose pertinent information and material adverse facts about the property to agents, subagents, prospective Buyers and all inquiring parties. Such disclosure shall be in the manner or form customary in the marketplace. Owner agrees to disclose, in writing, to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view and to indemnify and hold Broker harmless from any costs, claims, liabilities, or damages (including the cost to defend any alleged claims) arising from the Owner's failure to disclose any such defect. This indemnity shall include the costs and attorney fees incurred in enforcing this provision. Owner hereby authorizes anyone having a lien against the property to disclose complete information about the lien to Broker.

J. EXECUTED PROPERTY DISCLOSURE FORM AND LEAD BASED PAINT DISCLOSURE FORM: A Property Disclosure Form, as required by *SC Code §27-50-10*, et. seq., must accompany this listing (unless exempt by law). Owner should consult an attorney if the Owner is unsure how to complete the form. The Owner shall solely rely on the advice of an attorney in completing the form and not on

the advice of Broker. If the Owner discovers, for any reason, a material inaccuracy in the disclosure statement, the Owner will correct the inaccuracy by delivering a corrected disclosure statement to the Broker or make satisfactory repairs to the item so that the disclosure is no longer inaccurate. If the property contains any residential structure constructed before 1978, a completed Lead Based Paint Disclosure Form in accordance with 42 U.S.C § 4852d must also accompany this listing agreement.

K. FIXTURES/PERSONAL PROPERTY: The real estate described herein includes, all fixtures, equipment and improvements of any kind which are now attached to or planted on the premises, such as: shrubbery, trees, fences, shutters, blinds, lamp posts, mail boxes, storage sheds, playsets, lawn irrigation systems and all related equipment, pool and spa equipment, TV wall mounts and brackets, antennas, clothes-line poles, window and door screens, storm windows and doors, garage door openers and remotes, satellite dishes, Seller-owned security systems, smoke detectors, gas logs, central vacuum system and equipment, landscape lighting, curtain/drapery rods, ceiling fans and remotes, attached or hanging bathroom vanity mirrors, light bulbs, switch plates, heating and air system registers, and built-ins, appliances, cabinets, furniture and shelves, unless otherwise agreed herein. Any personal property to be transferred to the buyer shall be at no extra cost and done by Bill of Sale.

L. INSPECTIONS: Owner agrees to make property available for the inspections by Broker, his agents, subagents, buyer/broker, and prospective Buyers, as deemed reasonably necessary by Broker and will have all utilities operational for the inspections, re-inspections, appraisals and final walk-through.

M. NO CONTROL OF COMMISSION RATES OR FEES: Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled, suggested, recommended, or maintained by the CMLS, or by any persons not a party to this listing agreement. The compensation paid by the Listing Broker to a Cooperating Broker in respect to any listing is established by the Listing Broker in his offer of co-operation and is not fixed, controlled, suggested, recommended or maintained by the CMLS, or by any persons other than the Listing Broker and his or her subagent.

N. SPECIAL STIPULATIONS: The following stipulations shall, if conflicting with printed matter, control: _____

O. MEDIATION: If a dispute arises under this Contract, all parties to this transaction agree to mediation which shall be a condition precedent to the right of either party to initiate a civil action. Mediation shall take place subject to the rules and procedures established by the South Carolina Bar Association, and with a Court Certified Mediator.

P. ERRORS AND OMISSIONS INSURANCE: Broker does _____ does not _____ maintain Errors and Omissions Insurance.

Q. NONDISCRIMINATION: This property will be listed in full compliance with local, state and federal fair housing laws, against discrimination on the basis of race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national origin or ancestry of any prospective buyer.

R. LEGAL AND PROFESSIONAL ADVICE: Broker suggests Owner seek legal, tax and other professional advice relative to any real estate transaction. Broker makes no representation or warranty regarding the advisability of any transaction. Broker is not an expert in matters relating to law, tax, financing, disclosure, surveying, structural or mechanical condition, hazardous material, engineering, or other specialized topics. Broker shall have no liability to Owner pertaining to such matters.

RECEIPT OF A COPY OF THIS AUTHORIZATION AGREEMENT IS HEREBY ACKNOWLEDGED.

OWNER: _____ DATE: _____ TIME: _____

OWNER: _____ DATE: _____ TIME: _____

EMAIL: _____ EMAIL: _____

OWNER'S MAILING ADDRESS: _____

HOME PHONE: _____ OTHER PHONE: _____

BROKER'S SIGNATURE _____ DATE: _____ TIME: _____

BROKERAGE: _____ OFFICE I.D. _____

BROKERAGE ADDRESS: _____

AGENT NAME IF OTHER THAN BROKER: _____

AGENT EMAIL: _____ AGENT PHONE: _____

Lots & Acreage - Input Sheet

LOT

Please print clearly. Do not use \$ signs or commas for dollar entries.

List Office ID Area List Price \$

Property Type

Acreage, Commercial, Industrial, Manufactured/Mobile, Multiplex, Other, Residential, Resort, Retail (Select 1)

TMS# / Parcel ID

County Lexington, Richland, Kershaw, Abbeville, Aiken, Calhoun, Fairfield, Newberry, Orangeburg, Saluda, Sumter, Other (Select 1)

Address
Street No Street Dir Street Name Street Type, Ex. Road, Drive, Etc. Unit # / Lot #

Subdivision

City **Zip Code** -

Lot Size Acres .

Agent Public ID **Agent** Agent Phone -

Co-Agent Public ID **Co-Agent** **Co-Agent Phone** -

List Agt Oth Phone - Mobile# () - Fax # () -

Agent E-mail

List Office Name

List Office Phone () - Ext List Office Fax () -

SB Comp **Transaction Broker Accepted** Y N Transaction Broker Comp **Variable Commission** Y N

Listing Agreement Type Exclusive Right to Sell Exclusive Agency

Owner Name **Owner Phone** () -

List Date / / **Exp. Date** / / **Foreclosed Property** Y N **Short Sale** Y N

Property Disclosure Y N **Exempt from Property Disclosure** Y N **Rollback Tax** Y N Unk **Publish to Internet** Y N

School District:

Lex 1 Lex/Rich 5 Fairfield Cnty
Lex 2 Rich 1 Kershaw Cnty
Lex 3 Rich 2 Newberry Cnty
Lex 4 Other Saluda Cnty

Elem School

Other Elem School

Middle School

Other Middle School

High School

Other High School

Intermed School

Elem School Choice: Y N Mid School Choice: Y N Int School Choice: Y N High School Choice: Y N

of Lots Remaining Road Frontage Water Frontage

(Ft) 0 - 9999

(Ft) 0 - 9999

Zoning Miscellaneous

Plat Book Deed Book Mobile Allowed: Y N

Assn Fee \$ Assn/Regime Fee Per MO QTR 6 MO YR

HOA Contact Name: HOA Contact #:

Verified by the Property Owner Initials

Date

ML#

List Office ID _____

Consolidated Multiple Listing Service, Inc.

LOT

Property Address _____

PUBLIC REMARKS Additional remarks attach separate page. (1500 char max – No Branding, Sales Incentives, Bonuses, or Codes – Must Be Fair Housing Compliant)

AGENT REMARKS (NON-PUBLIC) Attach separate page if necessary. (500 char max)

DIRECTIONS Attach separate page if necessary. (300 char max)

CHECK ALL THAT APPLY

Topography

- Level
- Other
- Part Wood
- Pond
- Rolling
- Stream
- Wetland
- Wooded

Lease

- Crop
- Mineral
- None
- Other
- Pasture
- Timber
- Unknown

Vegetation

- Brush
- Cleared
- Crop Alot
- Crop Grown
- Cultivated
- Orchard
- Other
- Pasture
- Timber

Sales Options

- Build
- Exchange
- Not Divided
- Other
- Release
- Subj Zon
- Will Divide

Sale Includes

- Building(s)
- Crops
- Equipment
- Feed
- Livestock
- Other
- Timber

Lot Location

- Corner
- Cul-de-sac
- Golf Course
- Interstate
- Other
- Water

Lot Faces

- East
- North
- Northeast
- Northwest
- South
- Southeast
- Southwest
- West

Water Frontage Type

- Common Lake
- Common Pond
- Creek
- Deeded Lake Access
- Ocean
- On Lake Monticello
- On Lake Murray
- On Lake Wateree
- Private Pond
- River
- River Access
- View - Cove
- View - Big Water
- Waterfront Community

Road Type

- City
- County
- Easement
- Interstate
- Other
- Private
- State

Road Surface

- Dirt
- Gravel
- Other
- Paved

Structures

- # Utility
- Barn
- Greenhouse
- Mobil
- Other
- Residential
- Stable
- Storage
- Tack Room
- Tenant

Improvements

- Boat Ramp
- Curbs
- Dock
- Dock - Shared
- Driveway
- Sidewalk

Fencing

- Board
- Electric
- Fence Full
- Fence Partial
- None
- Other
- Wire

Verified by the Property Owner _____
Initials

Date _____

ML# _____

Property Address _____

CHECK ALL THAT APPLY

Products

- Bee
- Beef
- Corn
- Cotton
- Dairy
- Fruit
- Goat
- Grain
- Hay
- Hog
- Horse
- Orchard
- Other
- Poultry
- Soybean
- Timber
- Tobacco
- Vegetable

Soil

- Black
- Clay
- Loam
- Other
- Sandy

Water

- Available
- Community
- Lake Drawn
- None
- Other
- Public
- Shared
- Well
- Well - Public Available

Sewer

- Available
- Community
- Lett System
- None
- Other
- Public
- Septic
- Septic - Public Available

Gas

- Available
- Natural
- None
- Propane

Electric

- Above Ground
- Available
- Below Ground
- None
- Other

Other Utilities

- Cable
- Telephone

Documents

- Aerial
- Appraisal
- Legal
- Other
- Septic Capacity
- Soil Test
- Subdivision Plan
- Survey
- Topography

Rights Reserved

- No Agriculture
- No Miner
- No Timber
- None
- Other

Miscellaneous

- Cable Available
- Gated Community
- Golf Community
- Horse OK
- Recreational Facility
- Tennis Courts

Restrictions

- Animals
- Architectural Approval
- Deed
- Easement
- No Commercial
- No Mobile
- No Subdividing
- None
- Other
- Special

Avail Finance

- Assumable
- Cash
- Conventional
- FHA-VA
- Lease Purchase
- Other
- Owner
- Owner Assist w/CC
- Rural Housing Eligible

Possession

- Closing
- Delayed
- Immediate
- Negotiable

Showing

- Appointment
- Call Agent
- Call Owner
- Key in Office
- Lockbox
- No Sign
- Owner Agent
- See Agent Remarks
- Sign
- Text Agent
- Text Owner

Signature of Property Owner _____ Date _____

Property Owner Signature

OPTIONAL SELLER'S LOTS & ACREAGE DISCLOSURE FORM

The Central Carolina REALTORS Association has created this Optional Seller's Lots & Acreage Disclosure Form that may be used to help facilitate discussion and negotiation in Lots & Acreage transactions. While this form is not required by state law, the form is available for use through your real estate professional.

Seller(s) Name(s): _____ Date: _____

Property Address: _____ TMS #: _____

Subdivision: _____ Zoning: _____

I. **The following are representations made by the Seller(s).** Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker have not verified information provided by Seller(s). A real estate broker is qualified to advise on real estate transactions. If Seller(s) or Buyer(s) desire legal advice, they should consult an attorney.

II. **Note to Seller(s):** PURPOSE: To tell the Buyer(s) about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Answer based on actual knowledge and recollection at this time
- Something that you do not consider material or significant may be perceived differently by a Buyer.
- Think about what you would want to know if you were buying the Property today.
- Read the questions carefully and take your time.

III. **Note to Buyer(s):** PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Something that may be material or significant to you, may not be perceived the same way by the Seller.
- If something is important to you, be sure to put your concerns and questions in writing.
- Seller(s) can only disclose what they actually know. Seller(s) may not know about all material or significant items.
- Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

PLEASE ANSWER ALL QUESTIONS. Explain any "yes" answer under "Remarks" or on an attached sheet referring to the number of the question.

1) TITLE, OWNERSHIP & LEGAL

- A) Is there any person or entity, other than the ones signing this form, who is on the title or can claim ownership? ___ Yes ___ No ___ Unknown ___ Not Applicable
- B) Are there any leases, options, or claims affecting or relating to the property? ___ Yes ___ No ___ Unknown ___ Not Applicable
- C) Are there any judgments, tax liens or non-consensual liens which may affect the sale of the property? ___ Yes ___ No ___ Unknown ___ Not Applicable
- D) Are there any title issues included, recorded easements, use restrictions, lot line disputes, encroachments, unrecorded easements, conservation easements or other legal issues affecting the property? ___ Yes ___ No ___ Unknown ___ Not Applicable
- E) Are there any pending or anticipated eminent domain or condemnation proceedings regarding the property? ___ Yes ___ No ___ Unknown ___ Not Applicable

2) NEIGHBORHOOD

- A) Are there any proposed or recent changes in zoning or property usage in your immediate area? ___ Yes ___ No ___ Unknown ___ Not Applicable
- B) Are there any other neighborhood conditions or problems affecting the property? ___ Yes ___ No ___ Unknown ___ Not Applicable
- C) Has this property ever been used for agricultural purposes? ___ Yes ___ No ___ Unknown ___ Not Applicable
- D) Is the property subject to rollback taxes? If so, how much? _____ ___ Yes ___ No ___ Unknown ___ Not Applicable

3) HOMEOWNERS ASSOCIATION

- A) Is there a Homeowners Association? ___ Yes ___ No ___ Unknown ___ Not Applicable
- B) Is membership mandatory? ___ Yes ___ No ___ Unknown ___ Not Applicable
- C) Current dues are \$ _____ per _____. ___ Yes ___ No ___ Unknown ___ Not Applicable
- D) Is the property subject to covenants, conditions and/or restrictions of a homeowners association? ___ Yes ___ No ___ Unknown ___ Not Applicable
- E) Are there any conditions that may result in a dues increase or special assessment? ___ Yes ___ No ___ Unknown ___ Not Applicable
- F) Is there a lawsuit against the Home Owners Association? ___ Yes ___ No ___ Unknown ___ Not Applicable

4) ENVIRONMENTAL

- A) Have there been any environmental studies done on or near the property? ___ Yes ___ No ___ Unknown ___ Not Applicable
- B) Does the property now contain or has it ever contained any toxic substances? ___ Yes ___ No ___ Unknown ___ Not Applicable
- C) Does the property now contain or has it ever contained any under/above ground storage tanks? ___ Yes ___ No ___ Unknown ___ Not Applicable
- D) Does the property have any abandoned wells or septic tanks? ___ Yes ___ No ___ Unknown ___ Not Applicable
- E) Is the property located next to or in close proximity to a dump, junkyard or toxic disposal site or is one planned? ___ Yes ___ No ___ Unknown ___ Not Applicable

5) DRINKING WATER / SEWAGE SYSTEM / UTILITIES

- A) Is public/community water available? Yes No Unknown Not Applicable
Current Tap Fee: _____ Availability Fee: _____
- B) Is a lake water drawn system required? Yes No Unknown Not Applicable
- C) Is a water pump system needed? Yes No Unknown Not Applicable
- D) Is there a well on the property? Yes No Unknown Not Applicable
If yes, has the well been tested? If yes, explain results in "Remarks" section.
- E) Is public/community sewer system available? Current Tap Fee: _____ Yes No Unknown Not Applicable
Has the tap fee been paid? Yes No Availability Fee: _____
- F) Is public/community system a gravity flow or forced main? Yes No Unknown Not Applicable
- G) Is there a functional tank/cesspool system servicing this property? If yes, when last serviced: _____ Yes No Unknown Not Applicable
- H) Is there a sewage lift pump,lett system or grinder system available or required? Yes No Unknown Not Applicable
- I) Has a perc test been done? If yes, date of most recent: _____ and for how many bedrooms: _____ Yes No Unknown Not Applicable
- J) Does the property share a well? Yes No Unknown Not Applicable
- K) Which of the following are available for use to this property: gas electricity telephone cable other: _____

6) BOUNDARIES/ACCESS

- A) Have you ever had a survey of your property done? If yes, date: _____ Yes No Unknown Not Applicable
- B) Are the boundaries of your property marked in any way? Yes No Unknown Not Applicable
- C) Are there any recorded or unrecorded encroachments, boundary line disputes or easements relating to the property? Yes No Unknown Not Applicable
- D) If property does not have road frontage, does it have legal deeded access? Yes No Unknown Not Applicable
- E) Is there legal and physical access to the property?
- F) Is the road/street access to the property maintained by: County City Home Owners Association Private
Not Maintained (explain: _____)
- G) Is there a plan to widen the road/right of way in the future? Yes No Unknown Not Applicable

7) DRAINAGE/WATER

- A) Is any part of this property located in a flood plain zone or considered wetlands? Yes No Unknown Not Applicable
- B) Has the property ever had a drainage or flooding problem? Yes No Unknown Not Applicable

8) WATER FRONTAGE

- A) Does SCE&G own any fringe land on the property above the 360? Yes No Unknown Not Applicable
- B) Are there any building set backs above the 360? Yes No Unknown Not Applicable
- C) Is a dock allowed? Yes No Unknown Not Applicable
- D) Is there a current dock permit? Yes No Unknown Not Applicable
If yes, dock size limit: _____ Permit #: _____ Exp. Date: _____
- E) Is dock private or shared? Private Shared How many properties share it? _____
- F) Does dock have encapsulated flotation (As of 2005, DHEC requires that all docks MUST HAVE encapsulated flotation): Yes No Unknown Not Applicable
- G) Is there a vegetative buffer zone on the water front side of the property? Yes No Unknown Not Applicable

9) MISCELLANEOUS

- A) Are there any reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or documents pertaining to the condition of the property? Yes No Unknown Not Applicable
- B) Are there any easements, encroachments, boundary disputes or environmental concerns affecting the property? Yes No Unknown Not Applicable
- C) Are there any past or present known material facts or other significant items affecting the value or desirability of the property which have not otherwise been disclosed to the buyer? Yes No Unknown Not Applicable
- D) Is the property located on an earthquake fault? Yes No Unknown Not Applicable
- E) Have any sliding, settling, earth movement, upheaval or earth stability problems occurred on the property or in the immediate neighborhood? Yes No Unknown Not Applicable
- F) Are there any burial grounds, historic or religious sites on the property? Yes No Unknown Not Applicable
- G) Are there any past or present problems with driveways, walkways, seawalls, fences or retaining walls on the property or adjacent property? Yes No Unknown Not Applicable
- H) Are there any bonds or assessments affecting this property? Yes No Unknown Not Applicable
- I) Have there been any significant changes made to the property within the last five years? Yes No Unknown Not Applicable
(eg. topsoil removal, fill, mining, cut timber, etc)
- J) Has any part of the property been filled or used as a dumpsite? Yes No Unknown Not Applicable

10) GENERAL CONDITION

- A) Are there any other facts, conditions or circumstances that may affect the value, beneficial use or desirability of this property? Yes No Unknown Not Applicable
- B) Are there any structure improvements or personal property included in the sale? Yes No Unknown Not Applicable
List items: _____

11) REMARKS (please explain any "yes" answers and attach additional sheets , if necessary)

The undersigned Seller(s) represents that the information set forth in the foregoing Disclosure Statement is accurate and complete. This Disclosure Statement survives closing but is not a warranty or guarantee of any kind. Seller(s) hereby authorizes Broker to provide this information to prospective Buyer(s) of the property and to Real Estate Brokers and Sales Associates. Seller(s) understands and agrees that Seller(s) will notify the Broker in writing immediately if any information set forth in the Disclosure becomes inaccurate or incorrect in any way.

Seller: _____

Seller: _____

Date: _____

Date: _____

RECEIPT AND ACKNOWLEDGMENT OF BUYER

I/We carefully inspected the property. I/We have been advised to complete our due diligence to include but not be exclusive of professionally conducted inspections.

I/We understand that unless stated otherwise in my contract with Seller(s), the property is being sold in its present condition only without warranties or guarantees of any kind by Seller(s) or any Broker or Agent. I/We state that no representation concerning the condition of the property are being relied upon by me/us except as disclosed above or state within the Sales Contract.

Buyer: _____

Buyer: _____

Date: _____

Date: _____

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND SOMETHING CONTAINED HEREIN,
PLEASE CONTACT AN ATTORNEY.