



ORDINANCE NO. 2023-07

AUTHORIZING THE TRANSFER OF APPROXIMATELY 0.55 ACRES OF REAL PROPERTY WITH IMPROVEMENTS LOCATED ON PINEBROOK STREET WITH COUNTY TMS # 151-16-06-013.000; AND OTHER RELATED MATTERS.

WHEREAS, the City Council ("Council") of the City of Orangeburg ("City") finds:

- (a) the City may claim some right, title, interest, in or to the property located at Dogwood Drive, with county tax map number 151-16-06-013.000, as more fully described on Exhibit A, attached hereto and incorporated herein by reference ("Property");
- (b) the City previously reached an oral agreement with Chestnut Ridge HOA, Inc. (collectively, "Purchaser") to transfer the Property to Purchaser without warranty of any kind for \$5.00 ("Purchase Price");
- (c) the City desires to authorize the Property's transfer, at no cost to the City, and to transfer the Property, in exchange for the Purchase Price.

NOW, THEREFORE, by a majority vote of the Council members present, the Council ordains that the Property, in exchange for the Purchase Price and at no cost to the City, except for the City's own legal fees, be and hereby is transferred to Chestnut Ridge HOA, Inc., "as is," "where is," with no warranty of anything kind, including no warranty of title, no warranty of fitness for a particular purpose, and no warranty of merchantability.

BE IT FURTHER ORDAINED that the City Administrator, and/or his designee (each, an "Authorized Official"), in consultation with the City Attorney, is authorized to prepare, or have prepared, the form of the transfer documents that are customarily used for similar transactions in this State; (c) authorizes the Authorized Official to provide information to the Purchaser as is necessary and prudent to consummate the Property's transfer; and (d) authorizes the Authorized Official, the Mayor, and in the Mayor's absence, the Mayor Pro Tem, and the Municipal Clerk, as appropriate, to execute, attest, and deliver those documents that may be reasonably necessary to consummate the Property's transfer (the execution of those documents by the City's representatives is conclusive evidence that the transfer documents are approved by the City).

BE IT FURTHER ORDAINED that any ordinance, resolution, or order of City Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

ENACTED BY the City Council on April 4, 2023, and effective immediately.

Michael C. Butler
Mayor

Sam Staire
Richard F. Stone
[Signature]
[Signature]

Members of Council



Attest: Linda McDaniel
City Clerk

First Reading:	March 7, 2023
Second Reading:	March 21, 2023
Public Hearing:	March 21, 2023
Third Reading:	April 4, 2023

EXHIBIT A
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land with any improvements thereon, situate, lying and being in the City of Orangeburg, School District 5 (inside), County of Orangeburg, State of South Carolina, being set forth and shown as Lot 4 on a subdivision plat of Maude R. Hydrick, et al., by H. Frank O'Cain, C.E., dated December 22, 1954, and recorded in the Office of the Clerk of Court for Orangeburg County, South Carolina in Plat Book 11 at page 136 and having the following boundaries and measurements: West by Dogwood Avenue, 230 feet; North by Lot 5 on said plat, 200 feet; East by property now or formerly of Sims Publishing Company, 230 feet, and on the South by Lot 3 on said plat, 200 feet.

Subject to the same restrictions, conditions and limitations as contained in that certain Declaration of A. J. Hydrick, et al., and recorded in Office of the Clerk of Court for Orangeburg County, South Carolina, in Deed Book 191, at page 400.

*DERIVATION: Being the same property conveyed to the City of Orangeburg by Pinewood Enterprises, Inc. by that certain deed recorded at Deed Book 504 and Page 1145 in the Orangeburg County Register of Deeds.

Parcel No: 151-16-06-013.000

*DESPITE THE INCLUSION OF A DERIVATION FOR EASE OF REFERENCE, NO WARRANTY OF TITLE, DESCRIPTION, ACREAGE, OR OTHERWISE IS GIVEN.

Please return to:
King Kozlarek Law LLC
Post Office Box 565
Greenville, SC 29602
Attn: Michael E. Kozlarek, Esq.

GRANTEE'S ADDRESS:
1224 Pickens Street, Suite 200
Columbia, South Carolina 29201

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)

QUITCLAIM DEED
(No Title Search Performed)

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **City of Orangeburg, South Carolina** ("Grantor") in consideration of the sum of Five and No/100 Dollars (\$5.00) and no other monetary consideration to said Grantor, the receipt and adequacy of which is hereby acknowledged, have remised, released and forever quitclaimed, and by these presents do remise, release and forever quitclaim unto **Chestnut Ridge HOA, Inc.** ("Grantee"), all right, title and interest in and to the property described on Exhibit A attached hereto and made a part hereof.

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 and interest quitclaimed above unto Grantee and the heirs, successors and assigns of Grantee, forever, so that neither Grantor, nor the heirs, successors, assigns, executors or administrators of Grantor nor any other person or persons claiming under Grantor shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances or any part or parcel thereof, forever.

IN WITNESS WHEREOF, the execution of this Quitclaim Deed this 4th day of April, 2023.

WITNESSES:

(1) B. Lynn H. Holloway
(2) Linda McDaniel

GRANTOR:
CITY OF ORANGEBURG, SOUTH CAROLINA

By: [Signature] (Seal)
Sidney Evering II, City Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)

ACKNOWLEDGMENT

I, the undersigned, a notary public for the State and County aforesaid, do hereby certify that Sidney Evering II, as the City Administrator, for and on behalf of the City of Orangeburg, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal April 4th, 2023.

Linda McDaniel (Seal)
Notary Public for South Carolina
My Commission Expires: 04-11-2027

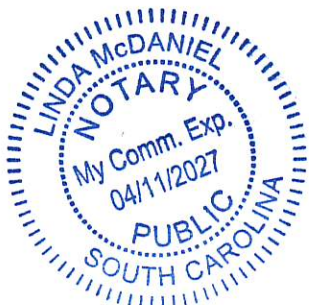


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STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The properties being transferred are properties located in Orangeburg County, SC transferred by **City of Orangeburg to Chestnut Ridge HOA, Inc.**
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information section of affidavit): (If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.) #1
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$10.00.
 - (b) _____ The fee is computed on the fair market value of the realty, which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes, which is _____.
5. Check Yes ___ or No to the following: A lien or encumbrance on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$0.00.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$
 - (b) Place the amount listed in item 5 above here: \$0.00
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here \$
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[SIGNATURE PAGE ATTACHED]

EXECUTED this SC Tax Affidavit to be effective as of April 4, 2023:

NOTARY PUBLIC sworn before me this:

4th day of April, 2023.

Linda McDaniel

Notary Public for South Carolina

My Commission Expires: 04-11-2027

GRANTOR:

[Signature]

Sidney Evering II
City Administrator



INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity, which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim used to confirm title vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.