



ORDINANCE NO. 2023-16

**AUTHORIZING THE TRANSFER OF APPROXIMATELY 1.137 ACRES OF REAL PROPERTY WITH IMPROVEMENTS, IF ANY, KNOWN AS THE PALMETTO INN AND SUITES, LOCATED AT 465 ORANGE STREET, WITH COUNTY TMS #0173-14-12-004.000; AND OTHER RELATED MATTERS.**

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

- (a) the City previously acquired real property located at 465 Orange Street, Orangeburg, South Carolina, with a preliminary property description as provided on the attached Exhibit A ("Property");
- (b) South Carolina law, specifically South Carolina Code Annotated section 5-7-40, authorizes municipalities to sell, alienate, convey, and otherwise dispose of real property and personal property to third parties; and
- (c) the City desires to provide for conveyance of Property to Orangeburg County, South Carolina, according to a purchase and sale, the substantially final form of which is attached as Exhibit B ("PSA").

**NOW, THEREFORE**, by a majority vote of the Council members present, the City **ORDAINS** that the Property be sold;

**BE IT FURTHER ORDAINED** that the Mayor and/or the City Administrator are hereby authorized, empowered and directed to execute, acknowledge, and deliver the PSA in the name of and on behalf of the City, and the Municipal Clerk is hereby authorized and directed to attest the same, and thereupon to cause the PSA to be delivered to the purchaser. The PSA is to be in substantially the form now before this meeting and hereby approved, with such minor changes therein as shall be approved by the officials of the City executing the same, upon advice of City Attorney, and as are not materially adverse to the City, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form the PSA now before this meeting; and

**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 acting as conclusive evidence that the 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.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]  
[REMAINDER OF PAGE SUBSTANTIALLY BLANK]

ENACTED BY the City Council on November 7, 2023, and effective immediately.

Mayor

Michael C. Butler



Members of Council

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Attest: Linda McDaniel  
City Clerk

First Reading: October 3, 2023  
Second Reading: October 17, 2023  
Third Reading: November 7, 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, BEGINNING at a number 4 rebar set on the right-of-way of Orange Court at the corner of parcel 1 and the A.D. Morris property and running along said Morris line, North 32 degrees 34 minutes 00 second West for 170 feet to a masonry nail set in a concrete sidewalk; thence North 52 degrees 07 minutes 45 seconds East for 281.47 feet along the property lines of A.D. Morris and Elizabeth Sykes to a number 4 rebar set; thence along the property line of Elizabeth Sykes, South 39 degrees 40 minutes 07 seconds East for a distance of 170 feet to a rail road spike found on the Northeastern right-of-way line of Orange Court; thence along said right-of-way South 52 degrees 15 minutes 00 seconds West for a distance of 302.47 feet to the POINT OF BEGINNING.

Parcel No: 0173-14-12-004.000

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

EXHIBIT B  
SUBSTANTIALLY FINAL FORM OF PURCHASE-SALE AGREEMENT

STATE OF SOUTH CAROLINA     )  
  )     PURCHASE AND SALE AGREEMENT  
COUNTY OF ORANGEBURG     )

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into this day of \_\_\_\_\_, 202\_, by and between City of Orangeburg, ("Seller") and Orangeburg County ("Purchaser").

1. PURCHASE AND SALE. Subject to the terms and conditions of this Agreement, and for and in consideration of the mutual covenants and agreements contained herein, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller all of the following (collectively, the "Property") with improvements thereon:

All that certain piece, parcel, or tract of land, with all improvements thereon, situate, lying and being in the City and County of Orangeburg, State of South Carolina, being more particularly shown on a Plat for Commercial Capital Corp., et al. prepared by U.S. Surveyors, AES Group, Inc., approved by John H. Wellbourn, RLS, dated July 6, 1998 and last revised on August 5, 1999 and designated as Parcel "1", containing 1.137 acres on said plat and described as follows:

Parcel 1: BEGINNING at a number 4 rebar set on the right-of-way of Orange Court at the corner of parcel 1 and the A.D. Morris property and running along said Morris line, North 32 degrees 34 minutes 00 second West for 170 feet to a masonry nail set in a concrete sidewalk; thence North 52 degrees 07 minutes 45 seconds East for 281.47 feet along the property lines of A.D. Morris and Elizabeth Sykes to a number 4 rebar set; thence along the property line of Elizabeth Sykes, South 39 degrees 40 minutes 07 seconds East for a distance of 170 feet to a rail road spike found on the Northeastern right-of-way line of Orange Court; thence along said right-of-way South 52 degrees 15 minutes 00 seconds West for a distance of 302.47 feet to the POINT OF BEGINNING.

TMS# 0173-14-12-004.000

2. PURCHASE PRICE AND METHOD OF PAYMENT. Subject to provisions for proration which are hereinafter described in this Agreement, the purchase price for the Property shall be One Hundred Thousand and no/100 Dollars (\$100,000.00) and other valuable consideration. The purchase price shall be paid by Purchaser to Seller in the following manner:

- (a) The sum of Two Thousand Dollars (\$2,000.00) ("Earnest Money") shall be initially deposited by Purchaser with Anderson Law Office, PA, as an Earnest Money deposit subject to disbursement in accordance with the terms and conditions of this Agreement. At Closing all Earnest Money shall be applied to the purchase price.
- (b) The balance shall be paid by Purchaser to Seller in cash or certified funds at the time of Closing.

3. COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby covenants, represents, and warrants to Purchaser that the following facts are, as of the date hereof, and will be, as of the date of Closing, true and correct:

- (a) Seller has fee simple title to the Property, subject to no mortgage, security interest lien, lease, tenancy, other charge, liability, or obligation.
- (b) Except that Seller's governing body would be required to determine, in its sole discretion,

whether to ratify this Agreement and approve the sale of the Property by the enactment of an ordinance, the execution and delivery of, and the performance of all obligations under, this Agreement by Seller does not and will not require any consent or approval of any person and do not and will not result in a breach of, or constitute a default under, any indenture, loan or credit agreement, mortgage, deed of trust or other agreement or instrument to which Seller is a party or the Property is subject, or violate any law, statute, regulations, judgment, decree or ruling of any governmental body to which Seller or the Property is bound.

- (c) To the best of the Seller's knowledge, the Property has full and free access to and from all public highways, streets, and roads adjacent thereto, and there are no facts or conditions known to Seller which would result in termination of such access.
- (d) All bills for service, work done or material furnished with respect to the Property have been paid in full or will be paid in full and discharged by the date and time of Closing.
- (e) To the best of Seller's knowledge, Seller has complied with all state and local laws and administrative measures relating to the ownership and development of the Property.
- (f) ~~To the extent applicable, all general taxes payable with respect to calendar years prior to the year of Closing shall have been paid on or prior to Closing. All assessments due prior to Closing shall have been paid on or prior to Closing. Seller knows of no public improvement which has been ordered to be made and which has not heretofore been completed, assessed and paid.~~
- (g) To the best of Seller's knowledge, the Property is not in direct or indirect violation of any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or cleanup (collectively, "Environmental Laws"), including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et. seq. and 40 CFR Section 302.1, et. seq., the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq., the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et. seq. and 40 CFR Section 116.1, et. seq.) and the Hazardous Waste Transportation Act (49 U.S.C. Section 1801, et. seq.), and the regulations promulgated pursuant to said laws, all as amended.
- (h) To the best of Seller's knowledge, neither the Seller nor any of its agents or employees directly or indirectly have stored, processed, or disposed of on or released or discharged from or onto the Property (including underground contamination) any hazardous, toxic or harmful substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos, polychlorinated byphenyls, petroleum products, flammable explosives, radioactive materials, infectious substances or raw materials (which include hazardous constituents) or any other substances or materials which are including under or regulated by Environmental Laws (collectively, "Hazardous Substances"), and, to the knowledge of Seller (after diligent inquiry), no other persons directly or indirectly have stored, processed or disposed of or released or discharged from or onto the Property (including underground contamination) any Hazardous Substances.
- (i) To the best of Seller's knowledge, the Property is not subject to any private or governmental lien or judicial or administrative notice or action relating to Hazardous Substances.
- (j) To the best of Seller's knowledge, the Property has never been used as a landfill or waste dump and there are no underground storage tanks on the Property.

- (k) Public utilities (water, electricity, sanitary sewerage, and telephone) and any easements necessary therefore sufficient to operate the Property for its current use are available and will be available at Closing.

4. TITLE. The title to be delivered by the Seller to the Purchaser will be fee simple title, free and clear of all liens and encumbrances, except those of record, by limited warranty deed, in form acceptable to the counsel for the Purchaser, together with all documentary stamps affixed or the cash or check from Seller equal to the amount of any and all documentary stamps and/or transfer fees.

5. APPROVAL PERIOD. Purchaser shall have until thirty (30) days from the date of this Agreement (the "Approval Period") during which time Purchaser, and its agents will be permitted to enter upon the Property to inspect the Property from time to time and to conduct such tests as Purchaser deems appropriate, at the sole cost and expense of Purchaser. The last day of the Approval Period shall be hereinafter referred to as the "Approval Date". During the Approval Period, the Purchaser may have the Property appraised for value, and may also be permitted to real estate tax assessment information and all other information pertaining to the Property which is in the possession or control of the Seller. During the Approval Period, Purchaser may terminate this Agreement, in his sole discretion, without incurring any liability, by notifying Seller that he is not satisfied with results of such inspection and/or appraisal, and upon giving of such notice to Seller this Agreement shall terminate, be null and void, and all Earnest Money deposits previously made pursuant hereto shall be returned to the depositor; and the parties shall have no further liability to each other. After the expiration of the Approval Period, the Purchaser shall not be entitled to return of the Earnest Money except as set forth in Section 7 below.

6. RISKS OF LOSS. Risk of loss or other damage to said premises and the responsibility and control of same shall remain with the Seller until delivery of the deed. In the event of such loss or damage, the Purchaser may, at his option, either (a) terminate this Agreement and in such event receive any and all monies paid as Earnest Money or (b) accept the deed with Seller's right to insurance, if any.

7. DEFAULT. If Seller is unable to convey title to the Property in accordance with this Agreement, if there has occurred a breach of any of Seller's representations and warranties, or if conditions precedent to Purchaser's performance have neither been satisfied nor waived by Purchaser, Purchaser may, at Purchaser's option, terminate this Agreement by notice of Seller prior to the Closing Date. If Seller fails to consummate this Agreement for any reason other than (i) Purchaser's default, (ii) Purchaser's failure to meet his obligations hereunder, or (iii) the failure of conditions precedent to Seller's performance being neither satisfied or waived, all of the Earnest Money shall be returned to Purchaser on demand without prejudice to Purchaser's rights hereunder and Purchaser may elect to exercise all of his rights under law and at equity, including the right to specific performance. If Purchaser fails to consummate this Agreement after the Approval Period for any reason other than Seller's default, Seller may demand the Earnest Money paid by Purchaser or may elect to exercise all of his rights in law and equity, including an action for damages.

8. CLOSING DATE. This transaction shall be closed, the balance of the consideration due shall be paid, and all documents signed by the parties here to on or before October 31, 2023.

9. MISCELLANEOUS PROVISION.

- (a) Notices. Any notice, consent, approval, waiver, and election which any party shall be required or permitted to make or give under this contract shall be in writing and shall be deemed to have been sufficiently made or given on the second business day following dispatch if delivered to a reputable commercial overnight carrier (such as Federal Express), addressed to the respective parties at the addresses below:

TO PURCHASER: Harold M. Young, County Administrator

Orangeburg County Post  
Office Drawer 9000  
Orangeburg, SC 29116

TO SELLER: Sidney Evering II, City Administrator  
Post Office Drawer 387  
Orangeburg, SC 29116-0387

Either party may from time to time, change the address to which notices shall be sent by like notice given to the other party hereto, except that no party may change its address to other than a street address. Any notice given that does not conform to this paragraph shall be effective only upon receipt.

- (b) Entire Agreement. This instrument constitutes the entire agreement between the parties, no party shall be bound by any terms, conditions, statements, or representations oral or written not contained herein. Each party hereby acknowledges that executing this Agreement he or she has not been induced, persuaded, or motivated by any promise or representation made by the other party, unless expressly set forth herein. All negotiations, statements and preliminary instruments by the parties or their representatives are merged in this instrument.
- (c) Time of Essence. Time is of the essence of this Agreement.
- (d) AS-IS Purchase. As of Closing, Purchaser shall have inspected the Property and shall knowlege that, except for the representations, warranties and covenants contained herein and, in the documents, executed at Closing, Purchaser is buying the Property AS-IS with no warranty of merchantability, fitness or otherwise.
- (e) No Broker. Both parties represent that there has been no broker utilized with respect to this sale.
- (f) Assignment. Neither Party shall have the right to assign this Agreement to any other person or entity.

IN WITNESS WHEREOF, the parties have executed this Agreement the year and date herein above written.

PURCHASER

Orangeburg County

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Johnnie Wright, Sr.

Its: Chairman

Attest: \_\_\_\_\_  
Harold M. Young

Its: County Administrator



SELLER

City of Orangeburg

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Michael C. Butler  
Its: Mayor

Attest: \_\_\_\_\_  
Sidney J. Evering, II  
Its: City Administrator