



ORDINANCE NO. 2025 - 01

AUTHORIZING THE TRANSFER OF APPROXIMATELY 0.03 ACRES OF REAL PROPERTY WITH IMPROVEMENTS, IF ANY, LOCATED AT THE CORNER OF RUSSELL STREET AND MIDDLETON STREET (1192 MIDDLETON STREET FORMERLY KNOWN AS 1198 RUSSELL STREET), WITH COUNTY TMS #0173-13-35-002.000; 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 the corner of Russell Street and Middleton Street (1192 Middleton Street formerly known as 1198 Russell 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 DJW Investment Properties, LLC according to a property transfer agreement, 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.

ENACTED BY the City Council on January 7, 2025, and effective immediately.

Mayor

Michael C. Brute



Members of Council

[Signature]
Dandra P. Knott
[Signature]
Richard F. Stamen
Lizette Keitt

Attest: Luinda McDaniel
City Clerk

First Reading: December 3, 2024
Second Reading: December 17, 2024
Third Reading: January 7, 2025

EXHIBIT A
PROPERTY DESCRIPTION

Parcel No: 0173-13-35-002.000

Address: 1192 Middleton Street, Orangeburg, South Carolina 29115 and/or
1198 Russell Street, Orangeburg, South Carolina 29115

All that certain piece, parcel, or lot of land, with any improvements thereon, situate, lying, and being in School District 5, City of Orangeburg, County of Orangeburg, State of South Carolina, more particularly shown and delineated as Parcel A on a plat prepared by Edward Hawes, CE, dated November 4, 1922, revised July 29, 1924, and filed with the Register of Deeds for Orangeburg County in Deed Book 542 at page 703 and being bounded and measuring as follows: on the Northwest by Russell Street for a distance of 27 feet, 3 inches; on the Northeast by Middleton Street for a distance of 74 feet, 3.5 inches; on the Southeast by Parcel B1 on said plat, property now or formerly of Dibble, for a distance of 26 feet, 5 inches; and on the Southwest by Parcel B on said plat, property now or formerly of Dibble for a distance of 73 feet, 6 inches.

Being the same property conveyed to City of Orangeburg by deed of Willcreek Enterprises, LLC, dated October 21, 2021, and filed October 22, 2021, in the Orangeburg County office of the Register of Deeds in Deed Book 02041 at page 0037.

*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 PROPERTY TRANSFER AGREEMENT

REHABILITATION AND TRANSFER AGREEMENT

THIS REHABILITATION AND TRANSFER AGREEMENT ("Agreement") is entered into, effective, [], 2025 ("Effective Date"), between City of Orangeburg, South Carolina ("City"), a body politic and municipal corporation created and existing under the laws of the State of South Carolina, and DJW Investment Properties, LLC ("Developer").

WHEREAS, City owns property located at 1192 Middleton Street, formerly known as 1109 Russell Street, Orangeburg, South Carolina ("Property");

WHEREAS, one or more building(s) and other improvements are located on the Property;

WHEREAS, the Developer desires to renovate and rehabilitate the Property and the improvements on the Property and acquire the Property from City, all as more fully described in this Agreement; and

WHEREAS, City desires to incentivize Developer to renovate and rehabilitate the Property and the improvements on the Property and transfer the Property to Developer, all as more fully described in this Agreement; and

NOW THEREFORE, AND IN CONSIDERATION of \$5.00 paid by Developer to City and the other respective representations, agreements, and covenants, hereinafter contained, City and Developer (each, "Party," collectively, "Parties") agree as follows:

I. Transfer of Ownership/Security Interest

A. No later than 30 days following the Effective Date, simultaneously Developer shall remit (in collected funds) to City \$75,000 as the purchase price of the Property, and City shall execute and deliver a quit deed for the Property to Developer.

B. Unless and until Developer shall have fully complied with all requirements of this Agreement, including, specifically, the requirements set forth in Section II, below, City is entitled to maintain: (i) a recorded mortgage interest in the Property; and (ii) a recorded right of repurchase of the Property, which City may exercise in the event Developer fails to complete the work contemplated by the plans and specifications, which are attached to this Agreement as Exhibit A, no later than the second anniversary of the Effective Date. The purchase price for the right of repurchase shall be equal to the purchase price paid by Developer to City at the Property's initial transfer plus any expenditure made by Developer that is capital in nature and is a permanent, physical improvement to the Property

C. Developer is responsible for all fees, costs, expenses related to transfer of ownership of the Property, the mortgage, and the right of repurchase.

II. Revitalization of Property

A. Developer shall complete the work contemplated by the plans and designs submitted to City, which are attached Exhibit A, and obtain a certificate of occupancy for the Property, all no later than the second anniversary of the Effective Date.

B. If, and only if, Developer complies with the requirements of Section II.A., above, then City may provide an economic development grant, not to exceed \$45,000, to match each qualifying expenditure made by Developer. An expenditure qualifies reimbursement if it is capital in nature and is a permanent, physical improvement to the Property. The determination of whether an expenditure qualifies is in City's sole discretion. City shall make any reimbursement to Developer according to this Section II.B, no more than 30 days after receiving any and all information City deems appropriate for City to determine the validity of any reimbursement request.

III. Authorization

A. City has full power and authority to execute and deliver this Agreement and to perform and consummate, its obligations hereunder. Developer has full power and authority to execute and deliver this Agreement and to perform and consummate, its obligations hereunder.

B. At all times subsequent to the effective date of this Agreement and prior to the Transfer, Developer will maintain commercial general liability policies with policy limits not less than the limits listed in the certificate of insurance provided by Developer to City contemporaneously with the execution of this Agreement. Developer shall cause City to be added as an additional insured to such policies and provide proof of the same to City within 5 business days of the execution of this Agreement. Future certificates of insurance can be provided upon request.

IV. Entire Agreement, Waiver and Modification

A. This Agreement sets forth the entire understanding of the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than those set forth herein. No purported waiver by any Party of any default by another Party of any term or provision contained herein shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving Party. No such waiver shall in any event be deemed a waiver of any subsequent default under the same or any other term or provision contained herein. No alteration, amendment, change or addition to this Agreement shall be binding upon any Party unless in writing and signed by the Party to be charged.

V. Applicable Law, Venue and Jurisdiction

This Agreement shall be construed and governed under and by the laws of the State of South Carolina for contracts entered and to be performed within South Carolina. The Parties hereby agree that jurisdiction and venue for any legal action or proceeding with respect to this Agreement shall be in court where the Property is located.

VI. Attorneys' Fees

A. In the event any litigation, mediation, arbitration, or controversy between the Parties arising out of or relating to this Agreement, each Party shall bear its own costs and attorneys' fees.

B. It is expressly understood by the Parties that each Party shall bear its own costs and attorneys' fees in connection with preparation of this Agreement.

VII. Miscellaneous

A. No Party may assign either this agreement or any of its rights, interests, or obligations hereunder without the prior written approval of each other Party, in whole or in part, without obtaining the consent or approval of any other Party.

B. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

C. There is no other agreement, written or oral, expressed or implied, between the Parties with respect to the subject matter of this Agreement and the Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

D. The Parties acknowledge that this Agreement is executed voluntarily by each of them, without duress or undue influence on the part of, or on behalf of any of them. The Parties further acknowledge that they have or had the opportunity for representation in the negotiation of and performance this Agreement

by counsel of their choice and that they have read this Agreement, and have had it fully explained to them by their counsel and that they are fully aware of the contents of this Agreement and its legal affect.

E. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, agents, representatives, successors, and assignees.

IN WITNESS WHEREOF, the Parties have caused this document to be executed, effective as of date first stated.

EXHIBIT A

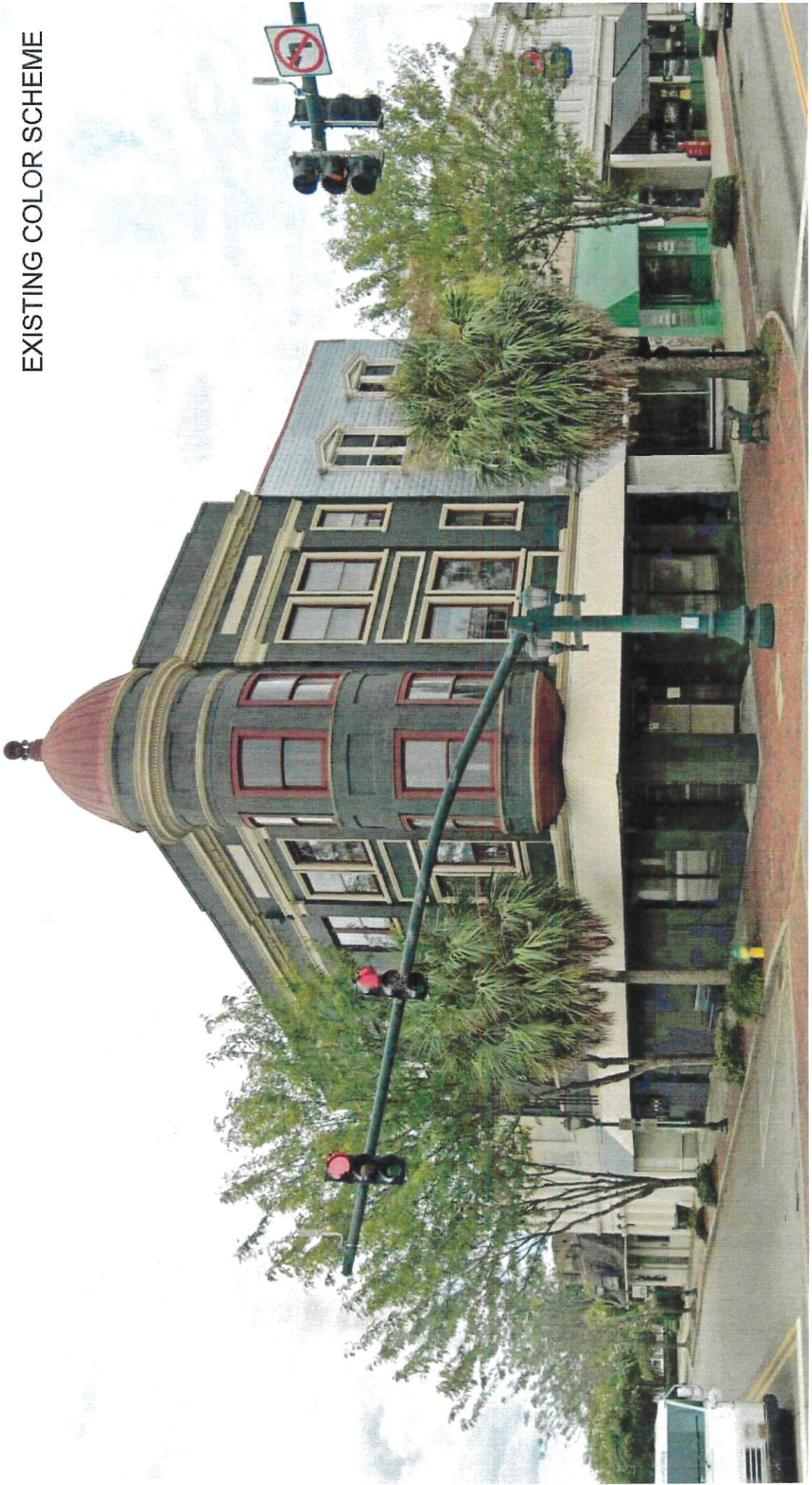
PLANS AND SPECIFICATIONS FOR IMPROVEMENT

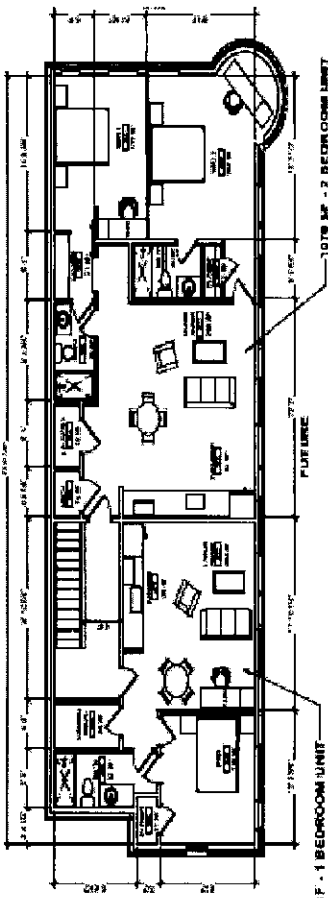
1198 Russell Street

Presented By:

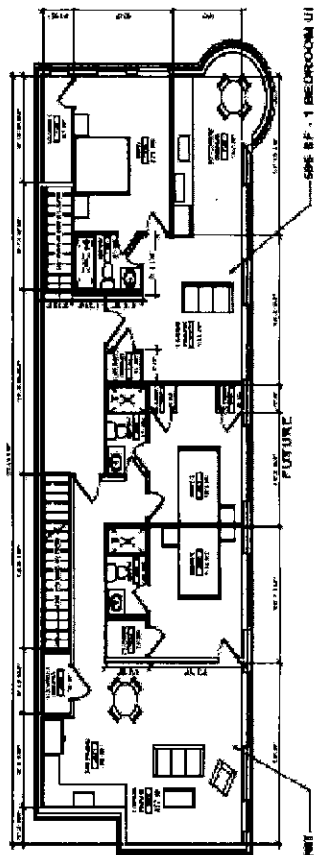
DJW Investment Properties, LLC

EXISTING COLOR SCHEME

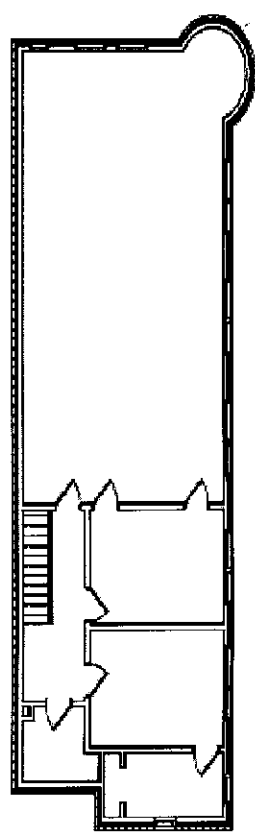




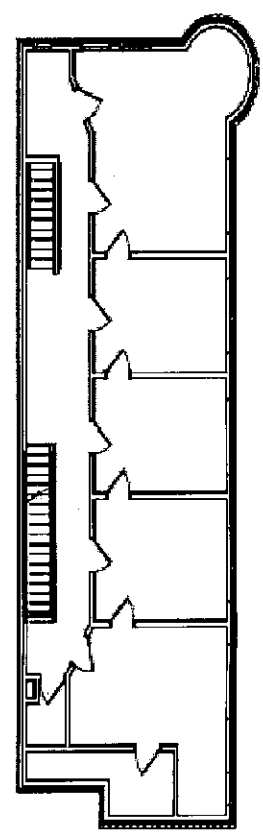
1078 SF - 2 BEDROOM CONDO UNIT



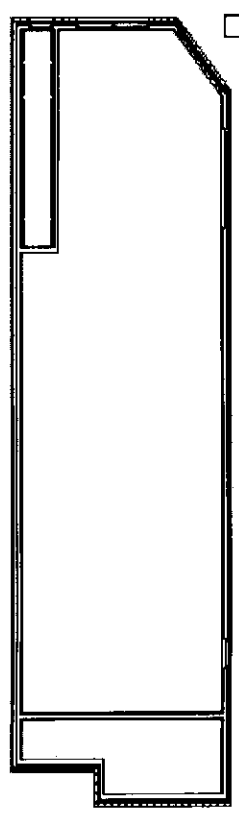
596 SF - 1 BEDROOM UNIT



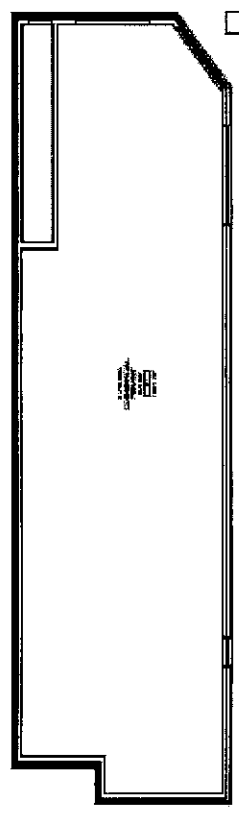
CURRENT



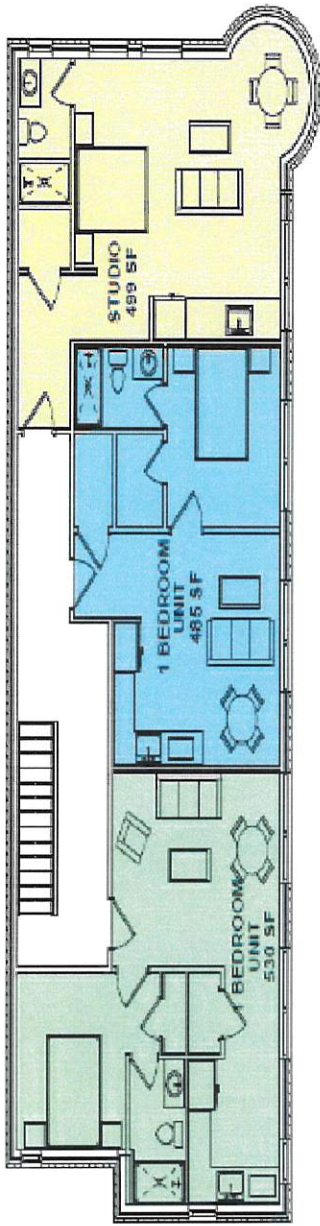
CURRENT



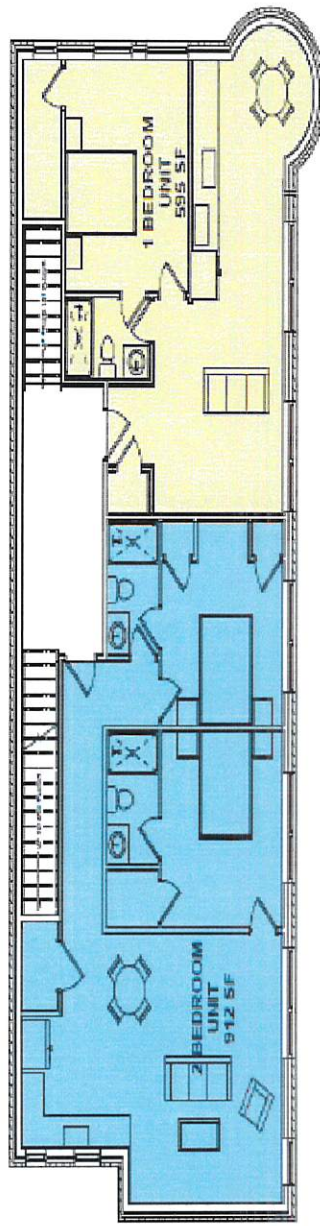
CURRENT



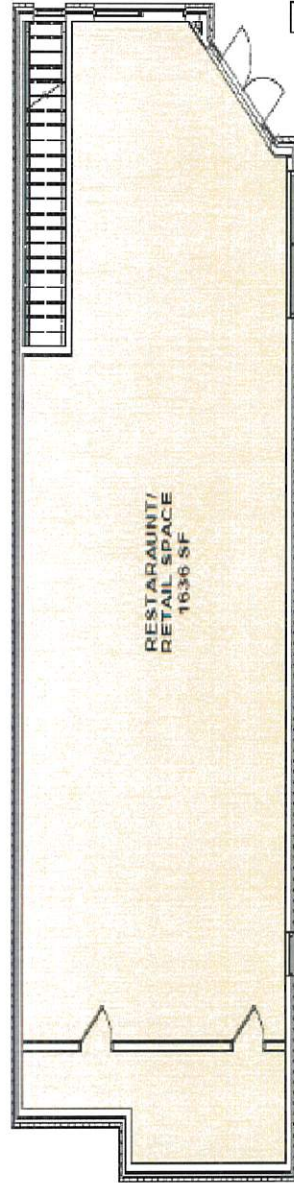
FUTURE



0'-0" 10'-0" 20'-0" 30'-0" 40'-0" 50'-0" 60'-0" 70'-0" 80'-0" 90'-0" 100'-0"



0'-0" 10'-0" 20'-0" 30'-0" 40'-0" 50'-0" 60'-0" 70'-0" 80'-0" 90'-0" 100'-0"



0'-0" 10'-0" 20'-0" 30'-0" 40'-0" 50'-0" 60'-0" 70'-0" 80'-0" 90'-0" 100'-0"

OPTION 1 COLOR SCHEME



OPTION 2 COLOR SCHEME

