NOTICE

The Union County Council will hold a Special Council meeting on Tuesday, January 24, 2023 in the Grand Jury Room at the Courthouse at 210 West Main Street at 6:30 p.m. to consider second reading of an ordinance pertaining to the sale of County-owned property located at 615 West Main Street to the Union-Laurens Commission on Higher Education. The public is invited to attend.

AGENDA
SPECIAL MEETING OF THE UNION COUNTY COUNCIL
GRAND JURY ROOM AT 210 W. MAIN STREET, UNION, SC 29379
TUESDAY, JANUARY 24, 2023 AT 6:30 P.M.

Call to Order.
Invocation.
Roll Call.

1 Consider second reading of an ordinance authorizing the sale and conveyance of County-owned property located at 615 West Main Street to the Union-Laurens Commission on Higher Education.

Move to adjourn.

STATE OF SOUTH CAROLINA
COUNTY OF UNION
ORDINANCE NO. _____

A UNION COUNTY ORDINANCE AUTHORIZING THE SALE AND CONVEYANCE OF CERTAIN UNION COUNTY-OWNED REAL PROPERTY TO THE UNION-LAURENS COMMISSION ON HIGHER EDUCATION; AND OTHER MATTERS RELATED THERETO

WHEREAS, Union County (the "County") is a body politic and corporate and a political subdivision of the state of South Carolina (the "State"), and as such possesses all powers granted to counties by the Constitution and laws of the State; and

WHEREAS, Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended, provides, in part, that counties may sell or otherwise dispose of real and personal property; and

WHEREAS, the County owns those certain parcels of land located at 615 West Main Street, having County Tax Map No. 073-15-05-001.000 (the "Land"), the appurtenances to the Land, and the improvements on the Land (the "Property"), which are shown and designated as Parcel A and Parcel B on the survey attached as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, Union-Laurens Commission on Higher Education (the "Purchaser"), wishes to purchase the Property from the County, and the County wishes to convey the Property to the Purchaser (the "Transfer") under the terms and conditions set forth in the Purchase and Sale Agreement (the "Purchase and Sale Agreement") attached as **Exhibit B** and incorporated herein by this reference.

NOW, THEREFORE, BE IT ORDAINED, BY UNION COUNTY COUNCIL AS FOLLOWS:

Section 1. Approval of Transfer. Union County Council hereby approves the Transfer of the Property to the Purchaser, subject to the terms set forth in the Purchase and Sale Agreement, including the Exhibits to the Purchase and Sale Agreement.

Section 2. Acceptance of Purchase and Sale Agreement; Ratification of Acts and Execution. Union County Council hereby accepts and approves the Purchase and Sale Agreement, including, without limitation, the Declaration of Restrictive Covenants attached as an exhibit to the Purchase and Sale Agreement (the "Covenants"). Union County Council hereby ratifies all actions heretofore taken by the County Supervisor with regard to the Transfer, including, without limitation, the execution and delivery of the Purchase and Sale Agreement.

Section 3. Performance Under Purchase and Sale Agreement. The County Supervisor shall be, and hereby is, authorized to and directed to enforce the terms of the Purchase and Sale Agreement and the Covenants and perform any and all acts on behalf of the County in accordance with the terms of the Purchase and Sale Agreement and the Covenants.

Section 4. Execution and Delivery of Transfer Documents. The County Supervisor shall be, and hereby is, authorized to and directed to execute and deliver, on behalf of the County, all seller deliveries, as stated in the Purchase and Sale Agreement, including, without limitation the Covenants, all in accordance with the terms of the Purchase and Sale Agreement, and in a form

and substance acceptable to the County Supervisor, on advice of legal counsel to the County. The County Supervisor shall be, and hereby is, authorized and directed to execute and deliver any and all other documents or instruments on behalf of the County related to the Transfer in a form and substance acceptable to the County Supervisor, on advice of legal counsel to the County. The County Supervisor is further authorized and empowered to execute any subsequent amendments or revisions to the Purchase and Sale Agreement, seller deliveries, certifications or documents authorized under this Ordinance.

Section 5. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 7. Effective Date. This Ordinance shall be effective upon its enactment by the Union County Council.

ORDAINED AND ENACTED by Union County Council, this ____ day of _____, 2023.

UNION COUNTY, SOUTH CAROLINA

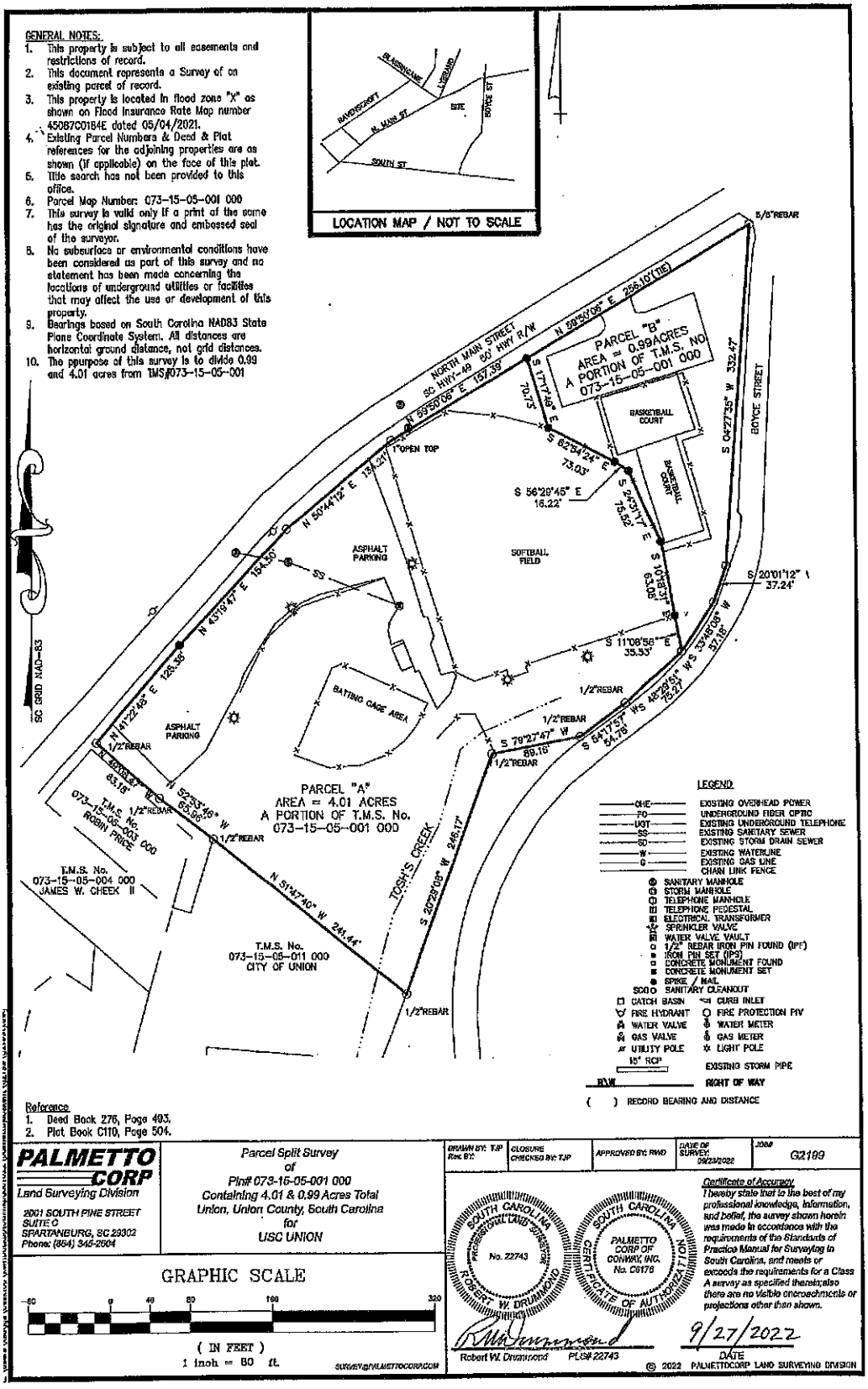
By:_____
Phillip Russell, County Supervisor
Union County, South Carolina

ATTEST:

By:_____
Linda Jolly, Clerk to Union County Council
Union County, South Carolina

Date of First Reading: January 10, 2023
Date of Second Reading: _____
Date of Public Hearing: _____
Date of Third Reading: _____

Exhibit A



Reference
1. Deed Book 276, Page 493.
2. Plat Book C110, Page 504.

PALMETTO CORP
Land Surveying Division
2001 SOUTH PINE STREET
SUITE C
SPARTANBURG, SC 29302
Phone: (864) 345-2604

Parcel Split Survey
of
Plat 073-15-05-001 000
Containing 4.01 & 0.99 Acres Total
Union, Union County, South Carolina
for
USC UNION

DRAWN BY: TJP Rec BY:	CLOSURE CHECKED BY: TJP	APPROVED BY: RWD	DATE OF SURVEY: 09/23/2022	JOB# G2199

GRAPHIC SCALE
-80 0 40 80 160 320
(IN FEET)
1 inch = 80 ft.
SURVEY@PALMETTOCORP.COM

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 22743 ROBERT W. DRUMMOND

SOUTH CAROLINA PALMETTO CORP OF CONWAY, INC. No. C0176 CERTIFICATE OF AUTHORIZATION

Certificate of Accuracy
I hereby state that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown.

Robert W. Drummond PLS# 22743

9/27/2022
DATE

© 2022 PALMETTOCORP LAND SURVEYING DIVISION

Exhibit B

[Insert Purchase and Sale Agreement]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of _____ ___, 2023 (the "Effective Date") by and between **Union County**, a body politic and corporate and political subdivision of the State of South Carolina ("Seller") and **Union-Laurens Commission on Higher Education**, a body politic and corporate and public entity, created and existing under the laws of South Carolina ("Purchaser"). Seller and Purchaser are referred to individually herein as "Party" and collectively herein as the "Parties".

In consideration of the mutual promises contained in this Agreement, Purchaser agrees to purchase and Seller agrees to sell and convey, upon all the terms and conditions hereafter set forth, the Property (as hereinafter defined):

1. **PROPERTY DESCRIPTION.** Seller hereby agrees to sell all those certain lots or parcels of land, the improvements thereon, and any interest appurtenant thereto, located at 615 W Main Street in Union County, South Carolina (the "Property"), as being more particularly shown and designated as Parcel A and Parcel B on **Exhibit A**, attached hereto and incorporated herein by this reference.

2. **PURCHASE PRICE.** The total Purchase Price for the Property is One and 00/100 Dollars ($1.00) (the "Purchase Price") to be paid by Purchaser in immediately available funds at Closing (as hereafter defined).

3. **DUE DILIGENCE; INSPECTIONS; SELLER'S REPRESENTATIONS.**

(a) *Due Diligence.* Purchaser agrees that in connection with its purchase of the Property, Purchaser has the right and ability to inspect the physical condition of the Property, the title to the Property, any matters relating to zoning, land use, building, environmental and other statutes, codes, rules or regulations applicable to the Property, and any other matters relevant to acquisition, ownership and operation of the Property (collectively the "Property Information"). Purchaser acknowledges and agrees that Purchaser shall be responsible for verifying through Purchaser's own due diligence the accuracy and completeness of all documents and information provided by Seller to Purchaser, and any reliance by Purchaser on such documents and information shall be at Purchaser's own risk and expense. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, SELLER HAS NOT UNDERTAKEN ANY INDEPENDENT INVESTIGATION OF, AND MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF, ANY MATERIALS OR INFORMATION, INCLUDING BUT NOT LIMITED TO ANY MATERIALS RELATING TO THE PROPERTY, DELIVERED OR MADE AVAILABLE BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREIN.

(b) *Inspection Period.* Purchaser has thirty (30) days from the Effective Date (the "Inspection Period") to inspect the Property and review the Property Information. Purchaser may terminate this Agreement by giving Seller written notice at any time during the Inspection Period. If Purchaser fails to notify Seller in writing of Purchaser's termination of this Agreement prior to the expiration of the Inspection Period, then Purchaser shall have waived its right to terminate this Agreement pursuant to this Section 3(b) and the Parties shall proceed to Closing in accordance with the terms set forth herein.

(c) *Right of Entry.* During the Inspection Period, Purchaser and its contractors and agents shall have the right to enter the Property during normal business hours for the purpose of examining the environmental, structural and other physical conditions of the Property. Such right of entry shall be governed by the following provisions:

(i) Purchaser shall provide to Seller written notice of the intention of Purchaser and/or its agents to enter the Property at least one (1) business day prior to such intended entry and specify the intended purpose therefor including the inspections and examinations contemplated to be made. The foregoing inspections shall be scheduled with Seller at a time approved by Seller, such approval not to be unreasonably withheld. Furthermore, Purchaser shall not take any core samples, install any monitoring wells or undertake any other invasive tests or studies, or communicate with any government agencies or officials (other than Seller and its employees who are directly involved with this Agreement) with respect to environmental matters without Seller's prior written consent unless otherwise required by law or court order. In all events, Purchaser shall repair and restore any physical damage to the Property caused by the exercise of such rights to the extent possible.

(ii) Purchaser agrees that if the transaction contemplated by this Agreement does not occur due to termination prior to Closing for any reason, Purchaser shall deliver to Seller within fifteen (15) days after such termination copies of all engineering, environmental and other studies, surveys, reports and inspections prepared by or at the request of Purchaser in connection with the Property in Purchaser's actual possession.

EXCEPT WITH RESPECT TO SELLER'S REPRESENTATIONS SET FORTH IN SECTION 3(d) BELOW, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PHYSICAL (INCLUDING ENVIRONMENTAL AND STRUCTURAL) CONDITION OF THE PROPERTY AND PURCHASER SHALL RELY ENTIRELY ON PURCHASER'S OWN EXAMINATIONS AND INSPECTIONS OF THE PROPERTY IN DETERMINING WHETHER TO PURCHASE THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER IS DELIVERING THE PROPERTY, AND PURCHASER IS ACCEPTING THE PROPERTY, "AS-IS, WHERE-IS" AND WITH ALL FAULTS.

(d) *Seller's Representations.* Seller represents that the following statements are true and correct in all respects as of the Effective Date. All representations shall terminate at Closing and shall be deemed to have merged into and be governed by the Deed (as defined below). Seller's representations are as follows:

(i) The execution, delivery and performance by Seller under this Agreement does not and, to the best of Seller's knowledge will not, result in any violation of, or be in conflict with or constitute a default under any judgment, decree, order, statute, rule or governmental regulation, or any agreement, indenture, license, or instrument affecting Seller or the Property.

(ii) Seller is the owner of the Property.

(iii) Between the Effective Date and the Closing Date, Seller shall maintain and repair the Property in accordance with its standard practices so that, on the Closing Date, the Property will be in the same condition as it now exists, natural wear and tear and loss by casualty excepted; provided, however, Purchaser acknowledges and agrees that Seller shall remove the basketball goals, backboards, and poles from Parcel B on or before the Closing Date.

(iv) Seller has not received any notice from any governmental authority seeking to investigate, or claiming the existence of, any Hazardous Materials (as defined below) on the Property. Seller has not developed, discharged, buried, released, produced, disposed of, stored, spilled, leaked, dumped, emitted or transported upon the Property any Hazardous Materials in material violation of any applicable federal, state or local law or regulation nor does Seller have knowledge that any other entity or individual has developed, discharged, buried, released,

produced, disposed of, stored, spilled, leaked, dumped, emitted or transported upon the Property any Hazardous Materials in material violation of any applicable federal, state or local law or regulation. As used in this Agreement, the term "Hazardous Materials" shall mean any substance (a) which is or becomes defined as a "hazardous waste", "hazardous substance", "pollutant" or "contaminant" under any federal, state or local law or regulation relating to the protection of human health or the environment including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et. seq.) and the Resource Conservation and Recovery Act (42 U.S.C. Section 6903, et. seq.), (b) the presence of which requires investigation or remediation under any federal, state or local law or regulation relating to the protection of human health or the environment; (c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, or mutagenic; (d) which poses or threatens to pose a hazard to the health or safety of persons on or about the Property; or (e) which contains gasoline, diesel fuel, other petroleum hydrocarbons, asbestos, asbestos-containing materials, formaldehyde, or polychlorinated biphenyls.

4. **DATE OF CLOSING.** The closing of this transaction ("Closing") shall take place fifteen (15) days after the expiration of the Inspection Period (the "Closing Date") at the offices of Purchaser's attorney or at such other place as may be mutually agreed upon by the Parties. Notwithstanding the preceding sentence, upon Purchaser's written waiver of its right to conduct due diligence within the Inspection Period, Seller and Purchaser may agree to a Closing Date at any time prior to, or immediately after, the expiration of the Inspection Period.**CONVEYANCE OF PROPERTY; DELIVERIES AT CLOSING.**

(a) Subject to this Agreement, at Closing, Seller shall convey fee simple title to Purchaser, free from encumbrances, except such as are herein agreed to be assumed by Purchaser, including, without limitation, those encumbrances resulting from the "Declaration of Restrictive Covenants" recorded or to be recorded with the Union County Register of Deeds, a copy of which is attached hereto as **Exhibit B**, and incorporated by this reference.

(b) Seller agrees to execute and deliver at Closing a limited warranty deed (the "Deed"), an affidavit of title with respect to the Property, and other documents as may be required by Purchaser's title insurance company in form reasonably satisfactory to Seller and to Purchaser's title insurance company to issue title insurance without standard exceptions. The Parties agree to execute and deliver a closing or settlement statement showing the financial terms of the transaction and any other documents that are required by law, that are customary in the State of South Carolina, or that otherwise are reasonably necessary to complete and evidence the transaction contemplated by this Agreement.

6. **CLOSING EXPENSES.** Purchaser is responsible for preparation of the Deed, the uniform filing fees set forth in S.C. Code Sec. 8-21-310(A), Purchaser's title examination and title insurance, and Purchaser's due diligence with respect to the Property, and the Property Information, including, without limitation, any reports or surveys related to the Property. Each Party is responsible for payment of Party's own attorneys' fees. The Parties acknowledge that payment of any Deed recording fees (deed stamps) as set forth in S.C. Code Sec. 12-24-10, et seq., are not applicable to the Property or to Purchaser or Seller. Similarly, the Parties acknowledge and agree that *ad valorem* taxes and assessments normally levied against real property is not applicable to the Property.**TERMINATION AND SURVIVAL.** "Terminate" or "termination" as used in this Agreement means the termination of this Agreement pursuant to an express right of termination. Upon termination the Parties will have no further rights or obligations under this Agreement except those expressly stated to survive termination of this Agreement. Only those provisions of this Agreement expressly provided to survive will survive Closing, and only to the extent expressly provided by the terms of this Agreement.

8. **NO BROKERAGE FEES.** Seller and Purchaser acknowledge and represent that they are dealing directly with each other with regard to this transaction and that there is no real estate broker involved or any real estate brokerage fee due.

9. **DEFAULT.** Upon the failure of Purchaser to comply with the terms hereof within the stipulated time, and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the Parties that Seller shall have (i) the right to terminate this Agreement, (ii) the right to seek specific performance of this Agreement and Purchaser's obligations hereunder, provided that any such specific performance action is filed within ninety (90) days of the Closing Date, and (iii) the right to seek actual damages Seller may incur as a result of Purchaser's default. Upon the failure of Seller to comply with the terms hereof within the stipulated time and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the Parties that Purchaser shall have (i) the right to terminate this Agreement, and (ii) the right to seek actual damages Purchaser may incur as a result of Seller's default.**NOTICES.** All notices, demands, consents, approvals, and other communications which are required or desired to be given by either Party to the other hereunder shall be in writing, which may be delivered via electronic mail, or delivered by either; a personal delivery service with charges therefor billed to shipper, certified mail with return receipt requested, or by a nationally recognized overnight delivery service with charges therefor billed to shipper (either of which shall be deemed given and received upon delivery). If delivered by electronic mail, a notice shall be deemed received on the day when such electronic mail is transmitted to the electronic mail notice address specified in this Agreement, unless such electronic mail notice is transmitted on a non-business day, or after 5:00 p.m. in the receiving location on a business day, in which case such notice shall be deemed received the next business day.

If to Purchaser: Union-Laurens Commission on Higher Education
309 E. Academy Street
Union, South Carolina 29379
Attn: _____
Email: _____

If to Seller: Union County
210 West Main Street
Union, South Carolina 29379
Attn: County Supervisor

With a copy to: Burr & Forman LLP
104 South Main Street, Suite 700
Greenville, SC 29601
Attn: Adam R. Artigliere
E-Mail: aartigliere@burr.com

If to Escrow Agent: Burr & Forman LLP
104 South Main Street, Suite 700
Greenville, SC 29601
Attn: Adam R. Artigliere
E-Mail: aartigliere@burr.com

In the event of a change of address by a Party, such Party shall give written notice thereof in accordance with the foregoing. Rejection or failure to claim delivery of any such notice, or any refusal to accept any

such notice, or the inability to deliver any such notice hereunder because of changed address or electronic mail address for which no notice was given, shall be deemed to be receipt of the notice sent as of the date of the first attempted delivery.

11. **MISCELLANEOUS.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid and unenforceable provision were omitted.

(b) For the convenience of the Parties, duplicate originals of this Agreement may be executed and each such original shall be deemed to be an original instrument.

(c) Time is of the essence in the performance of the terms and conditions of this Agreement. If any date set forth in this Agreement should fall on a Saturday, Sunday, or legal holiday, compliance with any obligation or delivery due on that date will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. In this Agreement, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of South Carolina. In this Agreement, the term "business day" means any day other than a Saturday, Sunday, or legal holiday.

(d) This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina.

(e) The Parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of Common Pleas for Union County, South Carolina with respect to any action or proceeding arising out of or related to this Agreement or any other contract or agreement entered into between the Parties hereto. The Court of Common Pleas for Union County, South Carolina shall be the exclusive venue for any action or proceeding arising out of or related to this Agreement.

(f) Titles of the sections, paragraphs and subparagraphs included herein have been inserted as a matter of convenience for reference only and shall not affect the meaning or construction of any of the terms or provisions hereof.

(g) This Agreement and all documents and instruments incorporated herein by specific reference are intended by the Parties to be the final expression of their agreement and constitute a complete and exclusive statement of the terms hereof notwithstanding any representations or statements to the contrary heretofore made.

(h) The Parties hereto hereby acknowledge and agree that (i) each Party hereto is of equal bargaining strength, (ii) each such Party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such Party has consulted with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Agreement, (iv) each such Party and its counsel and advisors have reviewed this Agreement, (v) each such Party has agreed to enter into this Agreement following such review and the rendering of such advice and (vi) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

(i) In the event of litigation relating to enforcement of rights under this Agreement, the prevailing Party shall be entitled to recover all litigation expenses, including legal fees, attorneys' fees, and court costs, from the non-prevailing Party.

(j) This Agreement constitutes the entire agreement between the Parties and may not be amended, modified, altered or changed in any respect whatsoever, except by a further written agreement duly executed by the Parties.

(k) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(l) *WAIVER OF JURY TRIAL.* TO THE EXTENT ALLOWED BY LAW, BOTH SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION ARISING OUT OF MATTERS RELATED TO THIS AGREEMENT, WHICH WAIVER IS INFORMED AND VOLUNTARY. THE RIGHTS AND OBLIGATIONS UNDER THIS SECTION SHALL SURVIVE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

[SIGNATURES ON FOLLOWING PAGES]

Counterpart Signature Page

for

PURCHASE AND SALE AGREEMENT

The undersigned has executed and delivered this Agreement as of the Effective Date.

SELLER:

UNION COUNTY, a South Carolina body politic and a political subdivision of the State of South Carolina

_____

Print Name: Phillip Russell
Its: Supervisor

Counterpart Signature Page

for

PURCHASE AND SALE AGREEMENT

The undersigned has executed and delivered this Agreement as of the Effective Date.

PURCHASER:

UNION-LAURENS COMMISSION ON HIGHER EDUCATION, a body politic and corporate and public entity, created and existing under the laws of South Carolina

_____

Print Name: _____

Its: _____

Exhibit A

Description of the Property

615 W Main Street, Union County, South Carolina

TMS #: 073-15-05-001.000

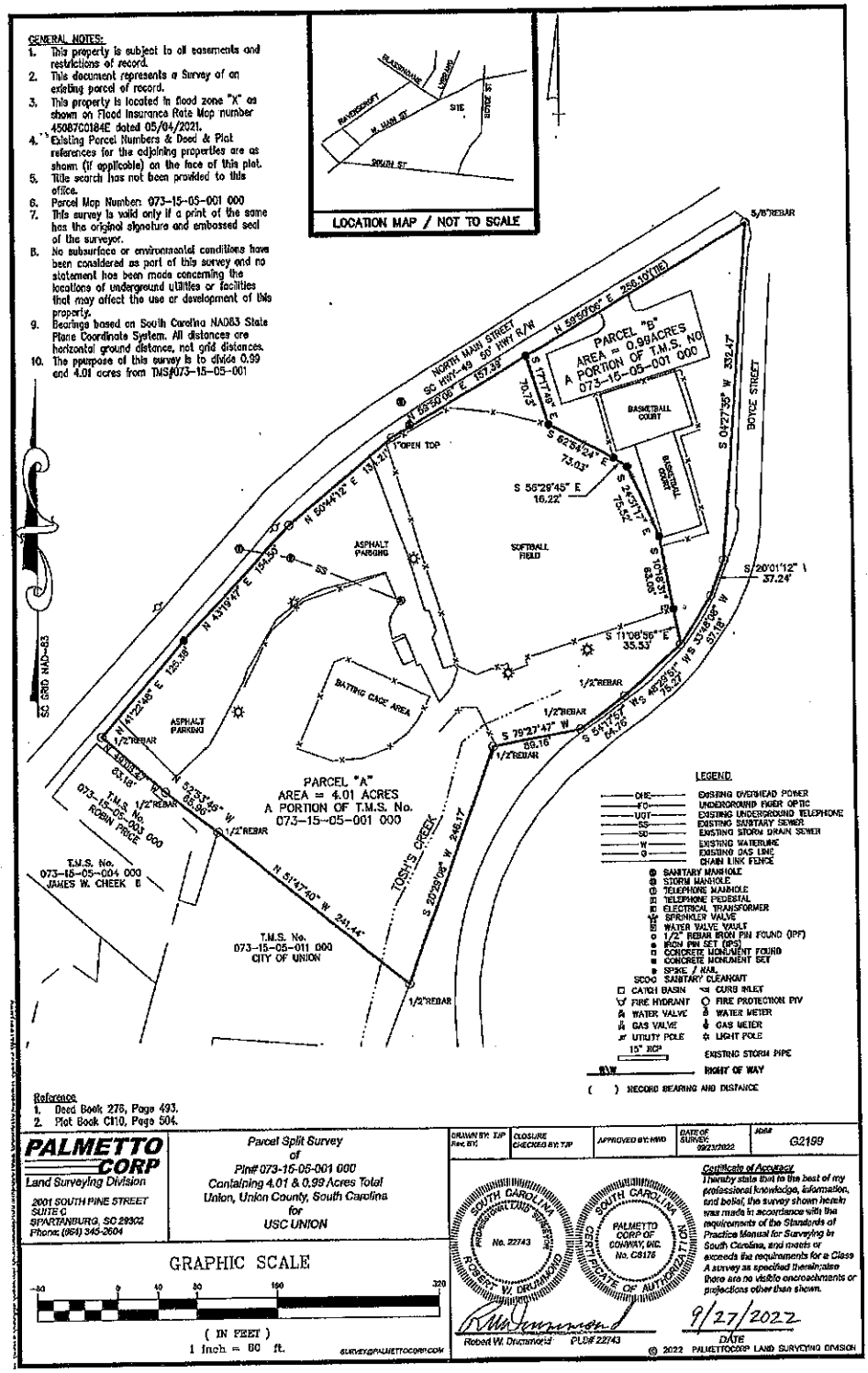


Exhibit A

Purchase and Sale Agreement

IN WITNESS WHEREOF, Declarant has caused this Declaration of Restrictive Covenants to be executed effective as of the day and year first above written.

SIGNED, SEALED and delivered in the presence of:

_____

Print Name: _____
Witness #1

_____

Print Name: _____
Witness #2/Notary

DECLARANT:

UNION COUNTY, a South Carolina body politic and a political subdivision of the State of South Carolina

___[NOT FOR SIGNATURE]_____**(SEAL)**
Print Name: Phillip Russell
Its: Supervisor

STATE OF SOUTH CAROLINA)
)
COUNTY OF UNION)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____, 2023 by Phillip Russell, Supervisor of Union County, a South Carolina body politic and a political subdivision of the State of South Carolina, on behalf of the county.

_____
Notary Public Signature
Print Name: _____
Notary Public for South Carolina
My Commission expires:_____

[NOTARIAL SEAL]

Exhibit A

Description of Restricted Parcels

PARCEL A

[Insert Property Description for Parcel A]

PARCEL B

[Insert Property Description for Parcel B]

[Insert Derivation]

TMS #: 073-15-05-001.000