

FILED
 GWENDOLYN D. CHILES
 2023 JUN 5 PM 12:13
 CLERK OF COURT
 MCCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA)
)
 COUNTY OF MCCORMICK)

AN ORDINANCE APPROVING AND AUTHORIZING THE SALE OF COUNTY PROPERTY CONTAINING 7.54 ACRES, MORE OR LESS, IDENTIFIED AS A PORTION OF MCCORMICK COUNTY TAX MAP #056-00-00-004, TO ORGANIZED UPLIFTING RESOURCES & STRATEGIES (OURS), A SOUTH CAROLINA NONPROFIT ENTITY.

WHEREAS, McCormick County owns 7.54 acres, more or less, being a portion of the property identified by McCormick County Tax Map #056-00-00-004 and being the old Willington School property located on Old School Road; and

WHEREAS, Organized Uplifting Resources & Strategies (OURS), a South Carolina Nonprofit entity, was formed in 2019 with a focus, among other things, on environmental justice and sustainability and the support of communities, such as the Willington Community; and

WHEREAS, OURS desires to purchase the County property described herein to house its work and offices and establish a presence in McCormick County; and

WHEREAS, OURS has offered to pay \$15,000 for the property; and

WHEREAS, by the adoption of this Ordinance, the McCormick County Council approves the sale of the property, subject to the approval of the terms of a contract entered into between OURS and McCormick County.

NOW, THEREFORE, BE IT ORDAINED by the County Council of McCormick County, South Carolina, that the property owned by McCormick County containing 7.54 acres, more or less, being a portion of the property identified by McCormick County Tax Map #056-00-00-004 and being the old Willington School property located on Old School Road, be sold to OURS. subject to the following terms and conditions:

1. The sale of the property will be in accordance with an acceptable Contract approved by McCormick County Council at Third Reading and attached to this Ordinance 22-18.
2. The sale of the property is subject to final approval by McCormick County Council after approval of the Contract and plat of said property, three readings, and a public hearing.


This Ordinance shall become effective upon adoption after three (3) readings and any required public hearing.

APPROVED AND ADOPTED this 31st day of May 2023.

MCCORMICK COUNTY COUNCIL

By: 
Charles Jennings, Chairman

ATTEST:


Crystal B. Barnes, Clerk to Council

1st Reading:	May 9, 2023
2nd Reading:	May 16, 2023
3rd Reading:	May 31, 2023
Public Hearing:	May 31, 2023

REAL ESTATE SALES CONTRACT

State of South Carolina

County of McCormick

DATE: 6/1/23

This Contract is made and entered into by and between **McCORMICK COUNTY, SOUTH CAROLINA** (“Seller”) and **ORGANIZED UPLIFITING RESOURCES & STRATEGIES, INC.**, a South Carolina Nonprofit Corporation (“Purchaser”).

In consideration of the premises and other good and valuable consideration, Seller and Purchaser agree as follows:

1. CONVEYANCE:

Subject to final approval by McCormick County Council after three readings, a public hearing, and approval of this Real Estate Sales Contract (“Contract”), Seller agrees to sell and convey and Purchaser agrees to purchase the Property, with improvements thereon, owned by Seller located in McCormick County, South Carolina, and being a portion of McCormick County Tax Map #056-00-00-004. Said property contains 7.54 acres, more or less, as more fully depicted on plat thereof prepared by Newby Land Surveying, LLC dated January 25, 2020, a copy of which is attached hereto.

2. PAYMENT OF PURCHASE PRICE:

(a) The “Purchase Price” of the Property shall be Fifteen Thousand (\$15,000), payable at closing in cash.

(b) Upon execution of this Contract, the Purchaser shall deposit One Thousand Dollars (\$1,000.00) Earnest Money with Seller. The Earnest Money shall be applied toward the Purchase Price due at Closing.

3. INSPECTION PERIOD:

Purchaser shall have the right to inspect the Property for a period of thirty (30) days, to commence upon full execution of this Contract ("Inspection Period"). In the event Purchaser determines that the Property is unsuitable for Purchaser's intended use of the Property, Purchaser shall give written notice to Seller of the Purchaser's election to terminate this Contract. Within five (5) business days after the Purchaser terminates this Contract, all Earnest Money shall be refunded to Purchaser and, thereafter, neither the Seller nor the Purchaser shall have any further liability or responsibility to the other concerning this Contract. If this Contract is not terminated by the Purchaser within the Inspection Period, the Purchaser shall be deemed to have accepted the property "AS IS" and, the transaction shall be closed on or before the date stated in paragraph 5 of this Contract. The Inspection Period may be waived by Purchaser and the parties may proceed to closing.

4. SELLER'S WARRANTIES AND REPRESENTATIONS:

The Property is being offered for sale in an "AS IS" condition. Seller makes no representations and/or warranties concerning the condition of the Property.

5. CLOSING:

(a) Purchaser and Seller shall consummate the purchase and sale of the property contemplated by this Contract (the "Closing") within thirty (30) business days after the Inspection Period expires or is waived. The Closing shall be held at the McCormick County Administration Office located at 610 South Mine Street, McCormick, SC 29835.

(b) At Closing, Seller agrees to deliver to Purchaser the following items:

(i) Limited Warranty Deed conveying good, insurable, and indefeasible fee simple title to the Property, as required by this Contract.

- (ii) All other customary documents necessary or appropriate to complete the transaction contemplated by this Contract.
- (c) At Closing, Purchaser shall pay to Seller the balance of the purchase price and will execute and deliver all documents necessary to complete the transaction contemplated by this Contract.
- (d) Seller shall be responsible for preparation of the deed. Purchaser shall be responsible for all other closing costs, including examination and certification of title and recording of the deed. The parties shall be responsible for their own attorney fees.
- (e) Notice of the sale of said property shall be published in a newspaper of general circulation in the county at least seven days prior to the closing of the sale. Such notice shall contain a property description, the name of the purchaser and the terms of and consideration for the sale.

6. MISCELLANEOUS:

- (a) This Contract constitutes the entire agreement between the parties hereto and all prior negotiations undertakings and agreements heretofore and between these parties are merged herein. No representation promises or inducement not included herein shall be binding upon any party hereto.
- (b) This Contract may not be modified except by an agreement in writing signed by Purchaser and Seller.
- (c) The provisions of this Contract shall inure to the benefit of and shall be binding upon the parties and their heirs, successors and assigns and the legal representative of their estates, as the case may apply.
- (d) Seller and Purchaser agree that such papers as may be legally necessary to carry out the terms of this Contract shall be executed and delivered by such parties at closing.

(e) This Contract is to be construed in accordance with the laws of the State of South Carolina. The venue for any legal action shall be in McCormick County.

7. REMEDIES OF THE PURCHASER AND SELLER:

If the purchase and sale of the Property is not consummated due to default of the Purchaser, the Seller shall, upon written notice to Purchaser specifying the default of Purchaser hereunder, be entitled to obtain and retain the Earnest Money as full liquidated damages. Under no circumstances shall Seller be authorized to seek any additional damages or seek specific performance of this Contract but shall be limited to the Earnest Money. Should Seller default, then Purchaser shall be entitled to obtain and retain the Earnest Money as full liquidated damages. Under no circumstances shall Purchaser be authorized to seek any additional damages or seek specific performance of this Contract but shall be limited to the Earnest Money.

8. POSSESSION OF THE PROPERTY:

Possession of the Property shall be delivered to the Purchaser at Closing.

9. DATE OF THIS CONTRACT:

The "Effective Date" of this Contract shall be the date on which the last party to execute this Contract signs as evidenced by the date affixed by that party.

Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Contract on the ___ day of June

2023.

As to Purchaser

Captal Barnes
(witness)

Blendo C Jewell
(witness)

Date by Purchaser 6/1/23

ORGANIZED UPLIFTING RESOURCES & STRATEGIES, INC., a South Carolina Nonprofit Corporation

By: [Signature]
ErNiko S. Brown, President

As to Seller

Captal Barnes
(witness)

Blendo C Jewell
(witness)

Date by Seller 6/1/23

McCORMICK COUNTY, SOUTH CAROLINA

By: [Signature]
Columbus Stephens
McCormick County Administrator