

That ORDINANCE 21-17 of the Code of Ordinances of the Town of Pacolet, South Carolina, is hereby amended to read as follows:

ORDINANCE 21-17

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF ANY AND ALL INTEREST IN CERTAIN REAL PROPERTY IN THE TOWN OF PACOLET

WHEREAS, the Town of Pacolet received an interest in certain real property by deed dated and recorded, in Deed Book 79-C at Page 528. Said property is a 2.5-acre tract of land located at and identified by Spartanburg County Tax Map No. 3-30-01-001.04 within the town limits of Pacolet, County of Spartanburg (hereinafter "Property"); and,

WHEREAS, Paul Fisher Liles intends to purchase and the Town of Pacolet desires to convey the Property pursuant to the terms of the Contract attached hereto as Exhibit "A" for a purchase price of Three Hundred and Fifty Thousand Dollars and no cents (\$350,000); and,

WHEREAS, the Town will increase its tax base through this conveyance; and,

WHEREAS, pursuant to S.C. Code § 5-7-40, a municipality may convey or dispose of property it owns by Ordinance; and,

WHEREAS, the Mayor and Town Council find that it is in the best interest of the Town of Pacolet to convey the Property pursuant to the terms of the Contract attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Town of Pacolet, that the Mayor of the Town is hereby authorized, empowered, and directed to execute, acknowledge and deliver a quit-claim deed and all other necessary closing documents to convey any and all interest the Town may have in the Property pursuant to the terms of the Contract attached hereto as Exhibit "A".

This Ordinance shall be effective upon second reading approval thereof and no further authorization is required to execute and deliver all documents related to the conveyance contemplated by this Ordinance.

Ned Camby
Mayor

ATTEST:

Toni Kirby
Municipal Clerk

Introduced by: _____

First Reading: _____

Second Reading: _____

Approved as to form: _____
City Attorney

EXHIBIT A
CONTRACT TO PURCHASE
STATE OF SOUTH CAROLINA

AGREEMENT made this 29th day of June 2023.

BY AND BETWEEN Paul Fisher Liles and assignees (Purchaser) and Town of Pacolet (Seller)

Purchaser agrees to buy, and the seller agree to sell, all of that certain piece, parcel or tract of land (Property) located in the Town of Pacolet, County of Spartanburg, State of South Carolina, on the southern right of way of South Carolina Highway No. 549, containing 2.502 acres, more or less, and described as follows:

Beginning at an iron pin located in the right of way for South Carolina Highway No. 549, 200 feet, more or less, from the right of way of Walker Street; thence 19.69 feet along property now or formerly of the Town of Pacolet Mills to an iron pin at the True Point of Beginning; thence beginning at said iron pin, along property of Milliken & Company the following courses and distances: S II 0 05' 00" E 294.40' to an iron pin; thence S 78° 30' 00" W 368.90' to an iron pin; thence N II 0 24 '51" W 295.21' to an iron pin, thence along the right of way for South Carolina Highway No. 549, N 78° 37' 32" E 3 70.60' to the point of beginning.

Spartanburg County Tax Map#: 3-30-01-001.04

FOR THE SUM OF: Three Hundred Fifty Thousand Dollars and no cents (\$350,000.00)

To be paid by Purchaser as One Thousand Dollars (\$1,000.00) deposit to be held in trust by the Town of Pacolet upon receipt of this Contract to Purchase and the balance of Three Hundred Fifty Thousand Dollars and no cents (\$350,000.00) to be paid to Seller at the time of closing.

Purchaser is entitled to a Ninety (90) day period of due diligence during which a mutually agreed upon closing date is to be established. An additional Thirty (30) days can be added to the due diligence period with a second One Thousand Dollar (\$1,000.00) deposit to be held in trust by the Town.

Upon completion of the project, purchaser agrees to provide a space for the Seller to host scheduled events for (4) Four Hours each month for a period of (5) five years at no cost to the town. Upon delivery of an adequate space for the above-mentioned obligation, the Seller will reimburse the Purchaser the entire Three Hundred and Fifty Thousand (\$350,000) within 30 days of substantial completion. Should adequate space for obligations not be completed, the Purchaser owns the Property without obligation, and the Seller owes no reimbursement.

Purchaser:

Paul Fisher Liles, Purchaser

Seller:

Town of Pacolet

by: _____
(Name) (Title)