

**Town of Andrews**  
**Special Called Town Council Meeting**

Town Hall/Conference Room

101 North Morgan Avenue

Andrews, SC 29510

Tuesday, June 3, 2014

4:00 PM

**Agenda**

- I. Call to Order
- II. Invocation
- III. Pledge of Allegiance
- IV. Roll Call
- V. Old Business
  - Second Reading: Sale of Property to Butler Foundation
- VI. New Business
- VII. Adjourn

## **Town of Andrews**

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### **Special Called Town Council Meeting**

**Tuesday, June 3, 2014**

**4pm**

**Town Hall Courtroom**

**101 N Morgan Ave. Andrews, SC**

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The Town of Andrews met for a Special Called Town Council Meeting on Tuesday, June 3, 2014 at 4:00 pm. Council Member David Tisdale presiding in compliance with the Freedom of Information Act, called the meeting to order at 4:10 pm.

Invocation was rendered by Council Member David Tisdale  
Pledge of Allegiance was recited by everyone present.

#### **Town Officials Present:**

Council Member David Tisdale  
Council Member Patsy Greene  
Council Member Eddie Lee  
Council Member Mattie McGee  
Council Member Sudha Patel

#### **Old Business**

**Second Reading of Sale of Property to Butler Foundation:** The Town will sell 268.57 acres at the price of One Thousand Dollars (\$1,000.00) per acre. The property consists of three tracts of land in Georgetown County, State of South Carolina. Tract 1 consist of 35.85, acres more or less, with a TMS# 02-0411-016-02-00, Tract 2 consist of 152.5 acres, more or less, with a TMS# 02-0411-016-03-00 and Tract 3 consist of 80.22 acres, more or less, with TMS# 02-0414-026-00-00 together with all rights, appurtenances, easements, improvements, fixtures and hereditaments thereon. Council Member Lee made the motion and it was seconded by Council Member Greene to approve the second reading of the sale of Property to Butler Foundation. Council Member Lee, Yes; Council Member Tisdale, Yes; Council Member Patel abstain; Council Member Greene, Yes motion carried. Council Member Greene explained that as long as a quorum was present and voted the majority rules. Council Member Patel abstained from voting

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because she needs more time to review the information about the property before she can make a well informed and knowledgeable decision. Mrs. Dorsey stated that some of the proceeds from this sale will be used to help fund the DHEC mandates on the Town with regards to the clean up phase of the lagoon.

**New Business**

Mrs. Dorsey informed Council that they need to set a date for a Budget Meeting next week. Budget Meetings were scheduled for Tuesday, June 10<sup>th</sup> and Wednesday, June 11<sup>th</sup> from 1pm until 4pm. Thursday, June 19<sup>th</sup> at 6pm was selected as the date and time for the 1<sup>st</sup> Reading of the FY 2015 Budget and Public Hearing. The 2<sup>nd</sup> Reading of the FY 2015 Budget has been scheduled for 1pm on Wednesday, June 25, 2014. Council Member Tisdale stated that the sign that Piggly Wiggly has on the corner of Morgan and Ashland is a very nice sign and suggested that the Town could invest in one to advertise Town Events. He also stated that he will ask the Police Chief to go by and ask the manager of Piggly Wiggly to move their sign further back because it appears to be too close to the highway. Council Member McGee stated that she has spoken to an individual and has received a quote in the amount of \$1500.00 to refurbish the Welcome to Andrews Sign and she plans to obtain one additional quote.

Mrs. Dorsey stated that she would like to clarify a couple of things from the meeting that was held on last Saturday, May 31, 2014. Mrs. Charping stated in the meeting that she did not know who the Town's Auditor was however; Mrs. Dorsey informed Council that she had received an email from the auditor stating that his office had been in contact with Mrs. Charping. It was also brought to the attention of Council that the figures presented to them by Mrs. Charping in their April 17, 2014 meeting with regards to the volume charges to Georgetown County and to the City of Georgetown does not reflect the actual expenditures.

Council Member Eddie Lee made the motion and it was seconded by Council Member Patel to amend the agenda to allow citizens comments from Mr. Samuel Marsh and Mr. David Harper and the motion was carried. Mr. Harper stated that

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his concern was with the debris pick up over the Town. Council stated that they are working on getting the limb truck running at least four days a week.

**Adjournment**

Council Member Sudha Patel made the motion to adjourn the meeting at 1:48 pm and was seconded by Council Member Eddie Lee.

Council Meeting minutes submitted by Chaconas Parson.

PURCHASE AGREEMENT

PARTIES:

THE TOWN OF ANDREWS,  
a South Carolina municipality

SELLER

AND

BUTLER CONSERVATION FUND ,  
a nonprofit corporation organized and existing under the laws of the  
Massachusetts, with an address at 60 Cutter Mill Road, Suite 214,  
Great Neck, NY 11021

OR

BCF

PROPERTY: Three tracts of land in Georgetown County, State of South Carolina, Tract 1 consisting of 35.85, acres more or less, with a TMS # of 02-0411-016-02-00, Tract 2 consisting of 152.5 acres, more or less, with a TMS# 02-0411-016-03-00 and Tract 3 consisting of 80.22 acres, more or less, with a TMS# 02-0414-026-00-00 together with all rights, appurtenances, easements, improvements, fixtures and hereditaments thereon and thereto as shown as those on **Exhibit A** attached hereto and hereby incorporated by reference (collectively the "Property").

DATED: December 12, 2013

IN CONSIDERATION of an earnest money payment to Seller of FIVE THOUSAND and NO/100 Dollars (\$5,000.00), receipt of which is hereby acknowledged, and of the mutual promises contained herein, Seller hereby agrees to sell, and BCF agrees to buy the Property on the following terms:

- ~~1. CONDITIONS PRECEDENT TO SALE. The following conditions must occur prior to BCF's closing on this Property. In the event that any one of these conditions is not met in its entirety, this contract shall be terminated by BCF, with Seller having no recourse against BCF, and the escrow agent shall refund all earnest money to the BCF:~~

~~(A) Approval of this transaction by Board of Directors of BCF.~~

21. PURCHASE PRICE. The total purchase price for the described Property will be an amount equal to ONE THOUSAND Dollars (\$1,000.00) per acre, plus a pro rated amount thereof for any fractional acre. The earnest money will be applied in cash at closing. Total acreage shall be determined in accordance with the provisions of Paragraph 5 below, "Survey." If BCF elects not to have a survey prepared, the Parties agree that the acreage of the Property for purposes of calculating the purchase price shall be 268.57 total acres.
32. CLOSING. Closing will be on or before ONE HUNDRED TWENTY (120) days from the date of this Agreement, or such other time as may be mutually agreed on by the parties. Closing will take place at the offices of BCF's local attorney or at such other place as the parties may mutually agree.
3. TITLE. At closing, Seller will convey good, insurable and marketable title to the Property, together with all rights, hereditaments and appurtenances belonging to the Property, and all mineral, timber and water rights, free and clear of all liens, encumbrances, restrictions, rights or exceptions except those of record which are acceptable to BCF.
4. SURVEY. BCF, at its discretion, may cause to be prepared a boundary survey and complete legal description of the Property which meets the minimum requirements for land surveys made for title insurance purposes and is sufficient to remove the standard title insurance exception. The survey shall be signed and sealed by a licensed Land Surveyor authorized to practice in the State of South Carolina. The cost of the survey shall be paid by BCF. BCF may record the survey. The Property shall be conveyed using the new legal description or by reference to the recorded survey.
6. TITLE DEFECTS. BCF will promptly begin a title examination of the Property. If for any reason the Seller cannot deliver title at closing as required by this Agreement, BCF may elect to: a) accept title to the Property as it then is; b) refuse to accept the Property in which case the earnest money paid for this Agreement shall be refunded, or; c) allow Seller

additional time to pursue all reasonable efforts to correct the problem, including bringing any necessary quiet title actions or other lawsuits.

7. DOCUMENTS FOR CLOSING. Seller shall execute and deliver at closing a general warranty deed, any owner's affidavits or documents required by BCF's title insurance company to remove the standard title policy exceptions, such affidavits as are customarily delivered by sellers at closing in South Carolina, and any other documents necessary to close in accordance with the terms of this Agreement. These documents will be prepared at the expense of Seller.
8. ACCESS. BCF understands that legal access to a public road sufficient to the Property does not exist at this time. Actual access is now across private property.
9. CLOSING EXPENSES AND ADJUSTMENTS. Any delinquent real estate taxes and all levied assessments are the Seller's responsibility and should be satisfied of record by the Seller at or before closing. Any deferred taxes on the Property which become due as a result of this conveyance shall be paid by Seller prior to or at closing. Any real estate taxes assessed against the Property in the year of closing, but which are not yet due and payable, will be prorated to the date of closing based on the most recent available tax statements.

Seller will pay the documentary stamp tax or transfer taxes on the conveyance to BCF. BCF will pay any customary recording fees and the cost of any title insurance policy obtained by BCF.
10. CONDITION OF PROPERTY/RISK OF LOSS. Seller shall not transfer or encumber any interest in the Property prior to closing. Seller shall keep the Property in its current condition until closing and shall prevent and refrain from any use of the Property for any purpose or in any manner that would diminish its value or adversely affect BCF's intended use of the Property as a nature preserve. In the event of any adverse change in the condition of the Property, BCF may refuse to accept the Property, in which event the earnest money shall be refunded. All risk of loss of or damage to the Property will pass from the Seller to BCF at closing.

11. RIGHT OF ENTRY AND INSPECTION. BCF and its agents may enter upon the Property at reasonable times for surveying, conducting an environmental inspection and assessment to detect hazardous or toxic substances, and other reasonable purposes related to this transaction. Based upon the results of the environmental inspection and assessment BCF may elect to refuse to accept the Property, in which case the earnest money paid for this Agreement shall be refunded.
12. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller hereby warrants and represents to BCF the matters contained in the following subparagraphs and agrees to indemnify, defend and hold harmless BCF from any loss or liability resulting therefrom. Said representations, warranties and indemnities shall survive closing.
- a. Title to the Property/Authority. Seller is the sole legal owner of the Property in fee simple. The Property is not now subject to any written or oral lease, option, or agreement of sale, claim or legal proceeding except as set forth herein. Seller has the full power and authority to execute, deliver and perform this Agreement and all agreements and documents referred to in this Agreement.
  - b. Condition of Property. Seller is not aware of any facts that would adversely affect Conservancy's intended use of the Property as a nature preserve.
  - c. Hazardous Materials. The Property is not now nor, to the knowledge of Seller, has it ever been used for the manufacture, use, storage or disposal of any hazardous or toxic substance, material or waste within the meaning of any applicable environmental statute, ordinance or regulation. No hazardous or toxic substance, material or waste, including without limitation asbestos or material containing or producing polychlorinated biphenyls (PCBs), is presently stored or located on the Property at levels greater than natural background concentrations. The Property is not subject to any "superfund" or similar lien or any claim by any government regulatory agency or third party related to the release or threatened release of any hazardous or toxic substance, material or waste.

- d. No Condemnation. There are no condemnation proceedings pending with regard to any portion of the Property and the Seller does not know of or have reason to know of any proposed condemnation proceedings with regard to any portion of the Property.
  - e. Tanks/Wells. There have not been and there are not now any underground or aboveground storage tanks, septic tanks or wells located on or under the Property or if there have been or are any such tanks or wells located on or under the Property, their location has been identified to BCF in writing, they have been properly registered with all appropriate authorities, they are in full compliance with all applicable statutes, ordinances, and regulations, and they have not resulted in the release of any hazardous or toxic substances, material or waste into the environment.
  - f. Non-foreign status. To inform BCF that withholding of tax is not required under Section 1445 of the Internal Revenue Code and under penalties of perjury, the Seller hereby certifies that the Seller is not a non-resident alien or a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined for purposes of federal income tax law and that Seller's social security number/federal taxpayer identification number is as set out below. Seller understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made could be punished by fines, imprisonment or both.
  - g. No Brokers. Seller represents that it has not engaged the services of a real estate broker in the sale or purchase, respectively, of this property, and agrees to indemnify BCF from all such claims or liabilities resulting therefrom.
13. NOTICE. Any notice required to be given under this Agreement shall be deemed properly given on the date it is delivered to an overnight courier service, sent by telecopy (facsimile) transmission, or deposited with the United States Postal Service by registered or certified mail, postage prepaid, return receipt requested, addressed to:
- (a) if to Seller: (b) if to BCF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ BUTLER CONSERVATION FUND

60 Cutter Mill Road  
Suite 214  
Great Neck, NY 11021

| With copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. DEFAULT. If BCF shall for any reason whatsoever default in the performance of its obligations under this Agreement, Seller may either retain the deposits made hereunder, and any earnings thereon, as liquidated damages as Seller's sole remedy, or Seller may pursue any remedy it may have under law.
- If Seller shall for any reason whatsoever default in the performance of Seller's obligations under this Agreement to deliver the Deed and other instruments as hereunder required, BCF may either terminate this Agreement for such default, and receive back BCF's deposits, together with any earnings thereon, or may commence action for specific performance.
15. POSSESSION. Seller will deliver possession of the Property, free of tenants, to the BCF at closing.
16. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the successors and assigns of both parties; however, this Agreement shall not be assigned without the written consent of the non-assigning party.
17. COMPLETE AGREEMENT. This Agreement constitutes the sole and complete agreement between the parties and cannot be changed except by written amendment. No representation or promise not included in this Agreement or any written amendment shall be binding upon the parties.

18. EXHIBITS. The following exhibits are attached hereto and incorporated herein by reference: Exhibit A – Property Map.
19. MISCELLANEOUS.
- a. No-Waiver. No provision of this Agreement shall be deemed amended or waived unless such amendment or waiver is set forth in a writing signed by both parties. No act or failure to act by a party shall be deemed a waiver of its rights hereunder, and no waiver in any one circumstance or of any one provision shall be deemed a waiver in other circumstances or of other provisions.
  - b. Holidays. If any date set forth in this Agreement or computed pursuant to this Agreement falls on a Saturday, Sunday or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.
  - c. Attorneys' Fees. In the event of any breach or default hereof by a party, the non-defaulting party shall be entitled to bring an action to recover its costs and expenses of litigation and settlement, including, without limitation, attorneys' fees and expenses, court costs, settlement costs and experts' costs, and fees.
  - d. Survivability. The provisions of this Agreement shall survive the closing of the purchase of the Property by BCF.
20. CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES TO TERRORISTS.
- a. The Seller hereby certifies:
    - 1. The Seller will take all reasonable steps to ensure that Seller does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.
    - 2. Before providing any material support or resources to an individual or entity, the Seller will consider all information about that individual or entity of which it is aware or that is available to the public.

3. The Seller will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

b. For purposes of this Certification:

1. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

2. "Terrorist act" means:

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

3. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

In the event that any material misrepresentation in this paragraph is discovered during the term of this Agreement, BCF may elect to declare this Agreement null and void and immediately terminate it, in which case the earnest money paid for this Agreement will be refunded to BCF.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this instrument, acting by and through their duly authorized officers, on the day and year first above written.

SELLER:  
THE TOWN OF ANDREWS

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Social Security Number/  
Federal Taxpayer Identification Number:  
\_\_\_\_\_

BUYER:  
BUTLER CONSERVATION FUND

By: \_\_\_\_\_  
~~Jack Seoville~~ Gilbert Butler  
~~Its Attorney~~ President

EXHIBIT A  
Attach Map