

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON) RIGHT OF FIRST REFUSAL CONTRACT

This **RIGHT OF FIRST REFUSAL CONTRACT** (this “**Contract**” or “**Right of First Refusal**”) dated January _____, 2020 is entered into by and between City of Hartsville, South Carolina, a municipal corporation of the State of South Carolina (the “**City**”), and Hartsville Parking, Beautification and Business Improvement Commission, a special purpose district of the State of South Carolina (“**PBBIC**”). For purposes of this Contract, the “Effective Date” shall be that date upon which the City and PBBIC (together, the “**Parties**”) have fully executed this Contract with all changes initialed, as appropriate.

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the sufficiency of which is acknowledged and agreed by the Parties, City grants to PBBIC a right of first refusal to purchase marketable and insurable fee simple title in and to those certain pieces, parcels, or lots of land together with all improvements thereon, as which are generally referenced as Tax Map Nos.: 056-10-01-042 and 056-10-01-043 which are further described as Lot 1 and Lot 2, respectively, on the survey plat attached as Exhibit A hereto (the “**Property**”). Exhibit A is considered a material part of this Contract.

For purposes of this First Refusal, the following defined terms shall apply:

“Appropriation Amount” mean the sum of \$24,500.¹

“Bonafide Third Party” means a reasonable purchaser that makes a reasonable offer to purchase the Property based upon a qualified appraisal or other form of valuation.

“Offered Price” means the price offered by a Bonafide Third Party.

This Right of First Refusal will be of no effect unless the City unilaterally determines to dispose of the Property. Any rights and agreements under this Contract shall only arise and be effective at the time that the City makes a decision to dispose of the Property. In that event, the City grants PBBIC the right of first refusal to purchase the Property at the Offered Price, less the Appropriation Amount (the “**PBBIC Price**”).

Upon receipt of any offer from a Bona Third Party, the City shall give PBBIC reasonable written notice, together with a copy of the offer, as follows:

Hartsville Parking, Beautification and Business Improvement Commission
Attn: Carol Ann Godwin, Chair – PO Drawer 2497, Hartsville, SC 29551

¹ The amount the Commission originally appropriated to the City to offset a portion of the purchase price of the Property.

PBBIC shall have thirty (30) business days after the receipt of the notice provided above to determine whether to exercise its rights under this Contract to purchase the Property. If PBBIC elects to exercise its rights hereunder, PBBIC shall purchase the Property from the City for the PBBIC Price and on the terms contained in the offer from the Bonafide Third Party or as may otherwise be agreed in writing with the City. If PBBIC fails to respond in the time limit set out above, elects not to purchase the Property under the terms of the offer from the Bonafide Third Party or fails to timely close (within 60 days of the exercise of its purchase option hereunder or as may otherwise agreed by the Parties), the City shall be at liberty to sell and convey the Property in its discretion.

Upon the closing of the Property with the Bonafide Third Party and the receipt of sales proceeds for the Property by the City, the City, within 5 days of closing, shall remit the sum equal to the lesser of (i) the Appropriation Amount, or (ii) the purchase price of the Property to PBBIC (the “**Redemption Amount**”); thereafter and upon receipt of the Redemption Amount, all PBBIC’s rights under this Agreement shall terminate.

This Right of First Refusal shall expire thirty (30) years from the Effective Date and the provisions hereof shall be null and void.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

IN THE PRESENCE OF:

CITY OF HARTSVILLE,
SOUTH CAROLINA

Witness

By: _____
Printed Name: Natalie M. Zeigler
Its: City Manager
Date: _____

IN THE PRESENCE OF:

HARTSVILLE PARKING,
BEAUTIFICATION AND BUSINESS
IMPROVEMENT COMMISSION, SOUTH
CAROLINA

Witness

By: _____
Printed Name: Carol Ann Godwin
Its: Chair
Date: _____

Exhibit A - Map of the Property



LOCATION MAP

- COTTON SPINDLE ROUND (UNLESS OTHERWISE NOTED)
- ⊕ REBAR SET



PLAT

OF TWO (2) LOTS LOCATED IN THE HARTSVILLE CITY LIMITS, DARLINGTON COUNTY, SOUTH CAROLINA. LOT 1 BEING THE PROPERTY SHOWN AS TAX MAP PARCEL 058-10-01-043, BEING FURTHER DESCRIBED IN DEED BOOK 95, PAGE 197 AND ON A PLAT FOR PARKS & BEAUTIFICATION COMMISSION c/o WADE HICKS BY J.E. TUCKER, JR., DATED 9-19-1997, REVISED 11-9-1998. LOT 2 BEING THE PROPERTY SHOWN AS TAX MAP PARCEL 058-10-01-042, BEING FURTHER DESCRIBED IN DEED BOOK 95, PAGE 197 AND ON A PLAT FOR PARKS & BEAUTIFICATION COMMISSION c/o WADE HICKS BY J.E. TUCKER, JR., DATED 9-19-1997, REVISED 11-9-1998. SURVEYED FOR:

CITY OF HARTSVILLE

I HEREBY STATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON 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 ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN. ALSO I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAP 45031C0280C, EFFECTIVE DATE FEBRUARY 6, 2011 AND FOUND THAT THE SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD ZONE. NOTE THIS PROPERTY IS SUBJECT OF ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, COVENANTS AND RESTRICTIONS, RECORDED OR UNRECORDED, THAT MAY APPLY. UNLESS NOTED HEREON THIS MAP DOES NOT ADDRESS ENVIRONMENTAL CONCERNS OR SUBSURFACE INVESTIGATION.

NESBITT SURVEYING CO., INC.
4340 ALLIGATOR ROAD
U.S. HIGHWAY 78 & ALLIGATOR ROAD
TIMMONSVILLE, S.C. 29161
PHONE (843) 348-3302
FAX (843)-348-9802
EMAIL: jon@nesbittsurveying.com

JONATHAN W. NESBITT
PLS NO 24770



DATE: AUGUST 30, 2019
JOB NO: 19762
FLD. NO:
PAGE:
REP. JOB: 06532
TAX MAP #: 058-10-01-039, 042, & 043

SCALE 1" = 50 FT
0 25 50 100
GRAPHIC SCALE