



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Proposals

DATE: November 25, 2024

ID Number: 2949

Title: York County Surplus Property for Purchase
Location: Kanawha Street, Ft Mill SC 29715
Tax Map #020-06-01-068

Due Date/Time: January 23, 2025 at 11:00 a.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

Government Center Building
Room 3401
6 S. Congress St., York, SC 29745

Point of Contact: Teria Sheffield, Procurement Director
Email: procurement@yorkcountygov.com

Questions Deadline: January 15, 2025 at 4:00 p.m.

Tentative Date of Council Approval: February 3, 2025

1.0 INTENT

1.1 York County, South Carolina is accepting sealed proposals from persons/firms interested in purchasing County owned surplus property located on Kanawha Street, Fort Mill, SC 29715, and is known on the York County tax rolls as parcel #020-06-01-068, with approximately 1.153+/- acres of land.

1.2 York County intends to enter into a Land Purchase Agreement with one Offeror for the sale of County owned surplus vacant property located on Kanawha Street, Fort Mill South Carolina 29715, as defined herein. Responses to this Request for Proposals (RFP) will be used to determine interest by Offerors to purchase the property as identified and to evaluate the proposed intended use of the property. It is anticipated that a purchase agreement will be negotiated and executed between York County and the person/firm whose Proposal is determined to be in the best interest of the County. The sale of the Property is subject to approval by the York County Council.

2.0 GENERAL TERMS AND CONDITIONS

2.1 This request contains, in general terms, the overall objectives of York County for the potential sale of surplus property. If it becomes necessary to revise any part of this request, written amendments will be provided in an addendum form to all potential proposing firms. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Proposals will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website www.yorkcountygov.com. Each Offeror shall acknowledge receipt of such addenda in the space provided in the Proposal document. In case any Offeror fails to acknowledge receipt of such addenda or addendum, the Proposal will nevertheless be construed as though it had been received and acknowledged and the submission of the Proposal will constitute acknowledgement of the receipt of same. Questions received less than five (5) days prior to the date for opening of Proposals may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2.2 York County requests sealed proposals from Offerors for the purchase of County surplus property located on Kanawha Street, Fort Mill South Carolina 29715, as delineated in this Request for Proposal.

2.3 The County reserves the right to reject any and all proposals, and further reserves the right to waive irregularities or technicalities in connection with any proposal and or seek clarifying information from any respondent.

2.4 Offerors are required to list, in their proposal, all claims made against the County or any department or agency of County government in the last five years, citing the caption of any litigation commenced, and any cause of action alleged against the County. The

County reserves the right to reject any proposal from any person engaged in current litigation against the County.

2.5 Proposals will not be considered from any respondent that is in arrears or default to York County upon any debt or contract, has defaulted as surety or otherwise upon obligations to York County, has failed to perform faithfully any previous contract with York County, or has refused to enter into a contract with York County after having been awarded same.

2.6 The County reserves the right to award the parcel to an individual or company that results in the highest price or the overall best interest to the County as determined by the York County Council.

2.7 Interested parties shall submit their proposal with forfeitable certified funds in the form of a bank cashier's check to be deposited in the escrow account of the County, in an amount equal to five percent (5%) of their total offer **no later than the due date/time as established on page 1 of this document.** **Certified funds shall be mailed or delivered to the Procurement Department, Room 3501, which is located in the York County Government Center, 6 South Congress Street, York, SC.**

2.8 Each Offeror providing a response for consideration by the County is responsible for obtaining information on the conditions and restrictions involved in meeting the obligations and provisions as set forth in this RFP. The failure or omission of an Offeror to obtain adequate information will in no way relieve the Offeror of any obligation with respect to this RFP or to an associated contract.

2.9 York County reserves the right to retain all Proposals submitted. Submission of Proposal indicates acceptance by the Offerors of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the Proposal submitted and confirmed in any resulting contract between York County and the Offeror selected.

2.10 In submitting a properly signed Proposal, the firm/individual accepts all of the terms and conditions contained in this request. Submitted Proposals shall remain open and if applicable, prices quoted shall be honored for a minimum of ninety (90) days after the day of the RFP opening.

2.11 To ensure the integrity of the competitive process, all Offerors shall avoid contacting any public officials or department(s) other than the person(s) listed in this document either directly or indirectly.

2.12 There is no expressed or implied obligation for York County or its agents to reimburse responding firms for any expenses incurred in preparing Proposals in response to this request.

3.0 PROPERTY DESCRIPTION

3.1 The following Land is for sale **As Is**:

3.2 Parcel #020-06-01-068

3.3 Site Description: Kanawha Street, in Fort Mill South Carolina 29715. All that certain parcel of property containing 1.153+/- acres more or less, and further described as tax map #020-06-01-068. This being the same property is recorded in Book RB 18793, Pages 183-188, in the Office of the York County Clerk of Court.

3.4 The County owned property located on Kanawha Street, Fort Mill South Carolina 29715, consists of a vacant and unimproved 1.153+/- acre parcel. The property is located approximately 1,500 feet south of Main Street in Fort Mill, in an area characterized by a mix of residential, commercial, and institutional land uses. The site fronts approximately 72' on Kanawha Street and is accessible via Kanawha Street on a two lane, asphalt paved, publicly maintained street. Bordering the property to the east is a 68' wide Duke Energy right of way, with approximately 34' of this right of way encumbering the subject property. Also bordering the property to the east is Norfolk Southern Railway Company's 130' wide rail line right of way.

3.5 Property Highlights

- **Owner:** York County
- **Town Code:** Fort Mill
- **Land Area:** +/- 1.153 Acres, irregularly shaped parcel
- **Improvements:** Vacant and unimproved
- **Zoning:** MXU & R-15/ The property is currently zoned as Mixed Use & Residential 15.
- **Conditions of Sale:** Property will be sold "As Is".

York County makes no representations or warranties with respect to the condition of the property or its value. All research responsibilities are that of the Buyer prior to purchasing. At Closing, Buyer shall be deemed to have accepted property "AS-IS" in its existing condition. Buyer acknowledges that it is relying solely upon the results of Inspections to satisfy itself as to the physical condition of the Property. Seller makes no representations or warranties with respect to the condition of the property, the zoning, the ability of Buyer to use the property as intended, or the marketability of the title.

- **Payment Terms of Sale:** Certified funds or cash

4.0 CONDITIONS GOVERNING SALE OF PROPERTY

4.1 Minimum Selling Price:

4.1.1 The minimum selling price for subject property is \$80,000.00.

4.2 Property Deed:

4.2.1 The Seller will convey the property by quitclaim deed and will pay the cost of drafting the deed.

4.3 Title, Escrow Costs, and Taxes:

4.3.1 The Buyer will pay for all escrow, closing, and related costs.

4.3.2 The Buyer will pay all other costs including, without limitation, any recording costs, any transfer taxes, any ad valorem taxes due on the property, the cost of having title to the Property examined, the cost of any title insurance purchased, the costs of Buyer's Inspections, and the fees of Buyer's attorney.

4.4 Earnest Money Deposit:

4.4.1 Sealed proposals must include a minimum earnest money deposit of five percent 5% of the Purchase Price listed in the Proposal, in the form of certified funds, payable to York County and must be accompanied with the signed Offer to Purchase, by the established due date as established on page 1 of this document. (refer to Section 14.0). The earnest money will be returned to all unsuccessful Offerors within 95 days of proposal due date without any interest. If an Offeror's proposal is accepted and agreed to in writing by the County, the earnest money deposit will be applied to the Purchase Price.

4.5 Brokerage Commission:

4.5.1 Neither party is obligated to hire a broker or agent for this transaction. If Offeror chooses to hire a broker or agent, Offeror is responsible for all fees of a broker or agent it hires to assist with the purchase. York County represents that it has not hired a broker or agent and will not pay the fees of a broker or agent.

4.6 Walk Through Inspection & Inquiries:

4.6.1 Site photos and Aerial pictometry photo are included in this solicitation as referenced in Exhibit A. There is no mandatory meeting or site visit requirement. Interested Offerors may visit the property at own discretion.

4.6.2 The successful Offeror is entitled to a thirty-day inspection period beginning the day after first reading of the ordinance by County Council. The successful Offeror may

withdraw the offer anytime during the inspection period. The successful Offeror, to the extent allowed by law, shall indemnify and hold York County harmless from any damage to the property or claims, assertions of claims or a liability in any way connected with the activities of the Offeror, including, without limitation, Offeror's agents, contractors, or employees incurred in defense of any claim or in the enforcement hereof. These indemnities shall expressly survive the closing or the withdrawal of the offer.

4.7 Public Hearing:

4.7.1 Three readings of an ordinance authorizing the sale of the property and a Public Hearing shall be required before final York County Council decision to sell real property owned by York County.

4.7.2 The successful Offeror and York County shall enter into the attached Purchase and Sale Agreement after third reading of the ordinance. (Refer to Exhibit B)

5.0 INQUIRIES

5.1 General questions about this solicitation should be submitted through the [Getall](#) portal, by selecting the questions icon in the corresponding Q&A column, by the established due date as established on page 1 of this document.

6.0 SUBMITTAL REQUIREMENTS

6.1 ELECTRONIC SUBMITTALS:

Electronic submittals shall be uploaded in PDF format via the [Getall](#) online portal which can be accessed via <https://www.yorkcountygov.com/217/Procurement> under the Active Bids link. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the [GetAll](#) system. If confirmation email is not received, contact GetAll support at support@getall.com to confirm submittal was successful. Proposals received after specified time and date will be considered as non responsive and will be rejected accordingly. **Faxed information is not acceptable.**

6.2 The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

6.3 For step by step instructions on how to submit a response, select Help and then Quick Reference in the [Getall](#) portal.

6.4 Proposals must include all requested information. Failure to respond to any requested item may cause a Proposal to be deemed non responsive.

6.5 IN PERSON/COURIER DELIVERED SUBMITTALS:

Proposals must be received at the location given below no later than the deadline on page 1 of this document. Information must be received at the York County Procurement

Department, Room 3501, located at 6 S. Congress St., York, S.C. 29745 and must include one (1) original, clearly marked as such, and four (4) copies and one (1) electronic version (USB) of the firm's Qualifications and Proposal (include cost proposal). Faxed information is not acceptable. Proposals received after specified time and date will be rejected as non-responsive.

7.0 EVALUATION OF PROPOSALS

7.1 The Proposals will be evaluated by a committee comprised of county officials and key personnel. The committee will evaluate each proposal received and will make a recommendation to the York County Council for final award decision.

7.2 York County reserves the right to reject any and all Proposals at any time prior to award; and to waive informalities and minor irregularities, and request additional information or clarifications in the evaluation of responses received. York County shall select the offer that best serves the interest of York County; Offerors are advised to provide all pertinent information required by the Proposal in their written response.

8.0 PREPARATION OF PROPOSALS

A. All Proposals should be complete and carefully worded and must convey ALL information requested by York County. If errors are found in the Offeror's Proposal, or if the Proposal fails to conform to the requirements of this solicitation, York County will be the sole judge as to whether that variance is significant enough to reject the Offer.

B. Proposal should be prepared simply and economically. All data, materials and documentation shall be available in a clear, concise form. If additional information is required, Offerors shall supply additional materials as needed for the evaluating committee's internal use. York County reserves the right to reproduce Proposals for internal use in the evaluation process.

C. All Proposals shall provide a straight-forward, concise description of Offeror's ability to satisfy the requirements of this Solicitation.

D. Proposal must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting an Offer.

9.0 PRESENTATIONS

9.1 York County may require oral and visual presentation from those firms/individuals that are ranked or short-listed. This shall be done at York County's sole discretion when it feels presentations are essential as part of the evaluation process.

10.0 GENERAL REQUIREMENTS

10.1 CONFLICT OF INTEREST: The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

10.2 PROHIBITION OF GRATUITIES: Neither the firm, nor any person, firm or corporation employed by the firm in the performance of this request, shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee at any time.

10.3 INDEMNIFICATION AND HOLD HARMLESS: The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees.

10.3.1 The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

10.4 APPLICABILITY/JURISDICTION OF SOUTH CAROLINA LAW AND COURTS:
Upon award of a contract under this request the person, partnership, association or

corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

10.5 OWNERSHIP OF MATERIAL: All Proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this Request for Proposal and including correspondences relating to this Request for Proposal shall, belong exclusively to York County.

10.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The Offeror certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, Proposals, contracts, and subcontracts. Where the Offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation.

10.7 PUBLIC ACCESS TO PROCUREMENT INFORMATION: Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this RFP which is deemed privileged and confidential by the Offeror, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their Proposal which such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their Proposal which Offerors deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Offeror's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Offeror must identify specific parts of the proposal package as confidential. Failure to do so or to mark the entire Proposal package as confidential may result in disclosure of that information.

NOTE: A redacted copy if applicable, must be uploaded under submit response in the GetAll portal.

10.8 SUBMITTING REDACTED OFFERS: Proposals received by York County are considered public documents under the provisions of the South Carolina Code of Laws, Section 30-4-40, Freedom of Information Act (FOIA). If your offer includes information marked as Confidential, "Trade Secret," or "Protected", you must also submit a digital copy in PDF format, of your offer from which you have removed or concealed such information (redacted copy). The redacted copies should (1) reflect the same pagination as the original, (2) show the empty space from which information was redacted. Except for the information removed or concealed, the redacted copies must be identical to your original offer. Marking your entire proposal as Confidential/Proprietary is not in conformance with the South Carolina Freedom of Information Act absent explanation providing an exemption under Section 30-4-40. A redacted copy if applicable, must be uploaded under submit response in the GetAll portal.

11.0 NON-COLLUSIVE CERTIFICATION

11.1 By submission of a proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed prior to the proposal opening, directly or indirectly, to any other Offeror or to any competitor.

No attempt has been or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition

One Proposal: Only one Proposal from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that an Offeror submitted more than one Purchase Offer, all Proposals submitted by that Offeror will be rejected.

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12.0

ACKNOWLEDGEMENT OF ADDENDA

Offeror hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

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OFFERORS MUST COMPLETE AND SIGN THE FORM BELOW

The submittal must be signed by an authorized representative of the Offeror accepting all terms and conditions contained in this document and any addenda. Modifying the terms and conditions of this solicitation may result in your response being rejected.

COMPANY NAME

COMPANY TELEPHONE NUMBER

COMPANY ADDRESS

COMPANY FAX# (IF APPLICABLE)

CITY, STATE, ZIP+4

EMAIL ADDRESS

AUTHORIZED SIGNATURE

FEDERAL ID#

PRINT NAME

DATE**Minority Status**

- ☐ Not Minority Owned
- ☐ African American Male
- ☐ Caucasian Female
- ☐ African American Female
- ☐ Aleut
- ☐ Eskimo
- ☐ East Indian
- ☐ Native American
- ☐ Asian
- ☐ Other (Please Explain) _____

How did you learn of this solicitation opportunity? Please check all that may apply:

- ☐ Getall Email Notification
- ☐ DBE/MBE Notification
- ☐ York County's Website
- ☐ South Carolina Business Opportunities (SCBO)
- ☐ Newspaper Advertisement
- ☐ Other (Please Explain) _____

14.0

OFFER TO PURCHASE

**Proposal Title: Purchase of York County's Surplus Real Property Located at
Kanawha Street, Ft Mill South Carolina 29715**

Proposal Number: RFP # 2949

The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to York County a proposal that contains all terms, conditions, and amendments in the Request for Proposals (RFP) issued by York County listed above. Any exception to the terms contained in the RFP must be specifically indicated in writing and are subject to the approval of the York County Council prior to acceptance. The signature below certifies your understanding and compliance with the terms and conditions contained in this RFP.

Offeror (Firm) Name _____

Federal Tax ID Number _____

Mailing Address _____

City, State, Zip Code _____

Telephone Number _____

Email Address _____

Total Purchase Price Offered: \$ _____

Earnest Money Deposit: \$ _____

Balance Due At Closing: \$

Authorized Signature _____

Printed Name and Title _____

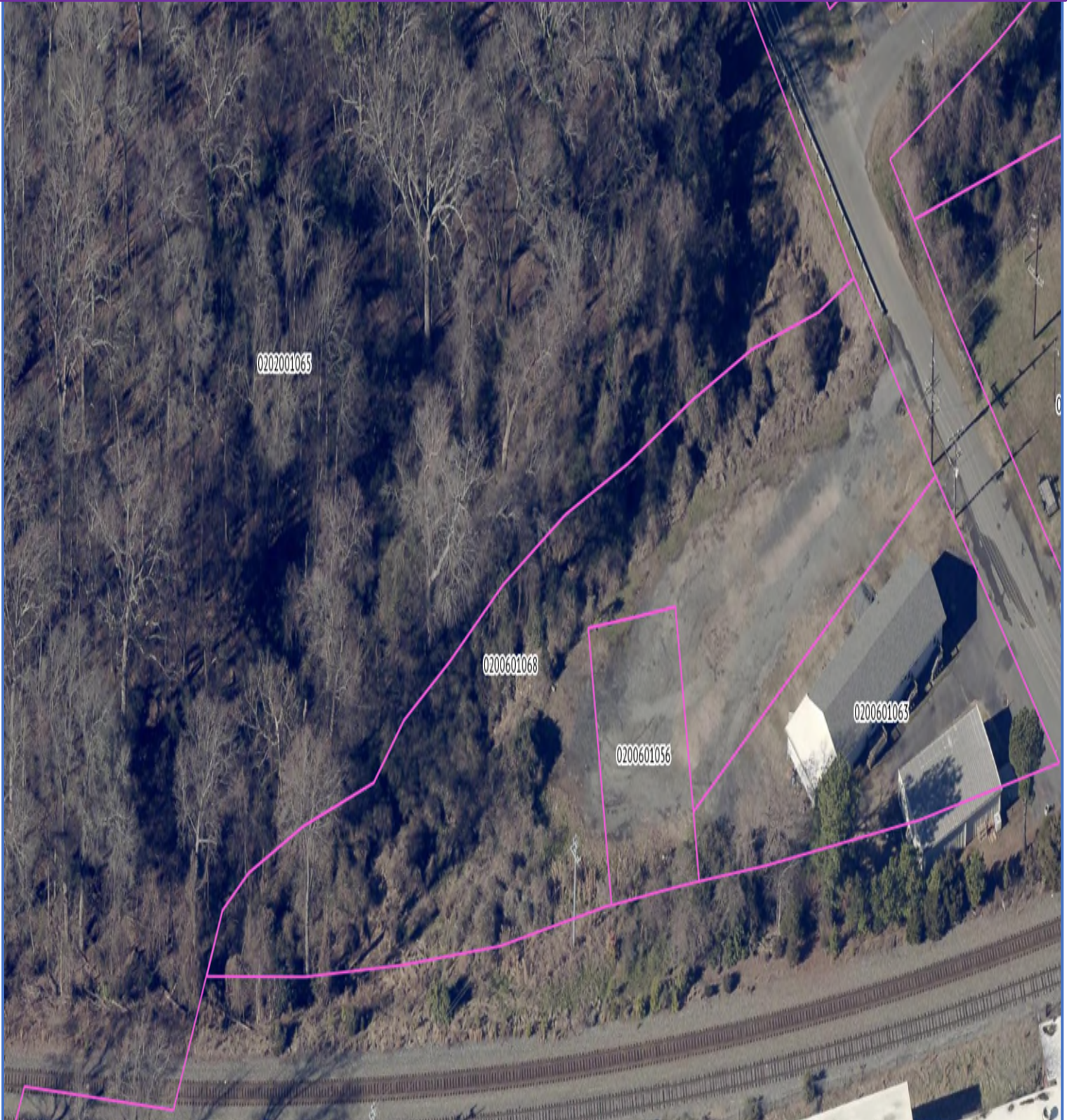
Date _____

***CERTIFIED OR CASHIER'S CHECK AS EARNEST MONEY DEPOSIT (MINIMUM 5%) must
be received by the specified due date/time on page 1 of this document.***

EXHIBIT A

SUBJECT PROPERTY PHOTOS & AERIAL PHOTO

AERIAL PHOTO
KANAWHA STREET
TAX MAP #020-06-01-068



**SITE PHOTOS
KANAWHA STREET
TAX MAP #020-06-01-068**



FRONT VIEW



FRONT VIEW



STREAM



LOOKING WEST ON KANAWHA

EXHIBIT B

PURCHASE AND SALE AGREEMENT

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into by _____ ("Buyer") and YORK COUNTY, a political subdivision of the State of South Carolina, ("Seller") and is effective as of last date of execution below.

- I. DEFINITIONS. As used herein the following terms shall have the following meanings:
 - A. Property: [Insert description of property]
 - B. Purchase Price: \$ _____
 - C. Earnest Money: \$ _____
 - D. Closing Date: Closing to occur no later than _____ .
 - E. Inspection Period: Notwithstanding any provision to the contrary, Buyer is granted a sixty day Inspection Period beginning upon the Effective Date during which Buyer may inspect the property, have the property surveyed, or examine title to the property.
- II. PURCHASE AND SALE. Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price subject to the terms and conditions herein.
- III. EARNEST MONEY. Seller will hold Earnest Money in a non-interest bearing trust account, which Earnest Money will be applied as part payment of the Purchase Price at Closing.
- IV. CLOSING AND CLOSING DATE. The closing shall occur at a mutually agreeable location on the Closing Date. At closing Buyer shall tender the Purchase Price (plus or minus normal closing adjustments) by cash, cashier's check, or wire transfer of collected funds and Seller shall deliver the following: (i) a duly executed quitclaim deed conveying Seller's interest in the Property to Buyer and (ii) possession of the Property.
- V. PRORATIONS, EXPENSES AND COMMISSIONS
 - A. Real property taxes attributable to the year of closing shall be prorated at closing.
 - B. Rents, utilities, and all other items customarily prorated shall be prorated at closing.
 - C. Seller shall pay for its own attorneys' fees. Buyer shall pay all other closing costs, including but not limited to all costs for recording (deed stamps, transfer tax, or deed

recording fee), its own attorneys' fees, title examination, and title insurance premiums, inspections, appraisals, survey costs, and roll back taxes, if any.

- VI. TITLE. Seller shall convey to Buyer at closing by Quitclaim Deed all of Seller's interest in and to the Property.

Prior to Closing, Buyer shall give Seller written notice of any objections to Seller's title as disclosed in the title report/commitment obtained from Buyer's title insurance company or on any survey obtained by Buyer (the "Title Objection Notice"). Seller shall have the obligation, whether or not Buyer makes a specific title objection, to satisfy any existing mortgage or lien that encumbers the Property on or at Closing, and Seller shall be entitled to use the sales proceeds from the Property to satisfy same. If there are liens or encumbrances which cannot be removed in accordance with the terms hereof or if there are any title or survey objections set forth in Buyer's Title Objection Notice for which Seller is unwilling or unable to cure, Buyer shall have the option to waive such objection or to terminate this Agreement, in which event this Agreement shall thereupon become null and void for all purposes except for those matters that expressly survive termination hereof, and the Earnest Money shall be forthwith returned to Buyer; otherwise, if Buyer fails to make an objection as provided herein or if Buyer makes an objection but fails to terminate this Agreement within ten (10) days after receipt of notice from Seller that Seller is unable or unwilling to cure any title objections, title to the Property as disclosed in the Title Report or on any survey shall be deemed to be acceptable, and any objection thereto shall be deemed to have been waived for all purposes.

- VII. DEFAULT.

- A. If Buyer fails to consummate the purchase as herein provided, except in the event of a default by Seller or failure for any conditions to closing to have been satisfied, Buyer and Seller have agreed that Escrow Agent shall pay the Earnest Money to Seller on Buyer's behalf as liquidated damages for Buyer's failure to consummate the purchase as herein provided and as Seller's sole remedy.
- B. If Seller fails to consummate the sale and is in default hereof, Buyer shall be entitled at its option, to bring an action for specific performance, or to terminate this Agreement whereupon Seller shall cause to be refunded all Earnest Money paid, as well as to reimburse Buyer for all due diligence expenses incurred by Buyer during Inspection Period and as of the date of default by Seller.

- VIII. SELLER REPRESENTATIONS AND WARRANTIES.

Seller represents and warrants to Buyer as follows, which representations and warranties shall be deemed re-made as of the Closing Date:

- A. Organization and Power. Seller is a political subdivision of the State of South Carolina, and Seller has all requisite power and authority to own the Property and to enter into this Agreement and perform its obligations hereunder.

B. Authorization and Execution. This Agreement and the documents to be delivered by Seller at the Closing have been or will be duly authorized by all necessary County Council action on the part of Seller, and have been or will be duly executed and delivered by Seller.

C. **BUYER AGREES TO PURCHASE THE PROPERTY AS-IS. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF THE PROPERTY, THE ZONING, THE ABILITY OF THE BUYER TO USE THE PROPERTY AS INTENDED, OR THE MARKETABILITY OF THE TITLE.**

IX. MISCELLANEOUS.

A. Neither party is obligated to hire a broker or agent for this transaction. If Buyer chooses to hire a broker or agent, Buyer is responsible for all fees of a broker or agent it hires to assist with the purchase. Seller represents that it has not hired a broker or agent and will not pay the fees of a broker or agent.

B. This Agreement and all terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

C. Time is of the essence.

[Balance of page intentionally left blank. Signature page follows.]

SIGNED, SEALED AND DELIVERED as of the date last written below.

Buyer: _____ **Seller:** York County

_____ (Seal) _____ (Seal)

By:

By:

Its:

Its:

Date:

Date:

Witness:

Witness:

Buyer Address:

Sellers' Address:

