

April 12, 2022 – Presented for 1st Reading

R2022-21: AUTHORIZING THE PURCHASE OF LOT 2, 8TH AVE. NORTH TO BE USED AS FUTURE STORMWATER RETENTION

Applicant/Purpose: Staff / authorize staff to complete acquisition of the parcel within the downtown core.

Brief:

- Parcel is lot 2, 8th Ave. N.:
 - TMS:181-06-13-006,
 - PIN: 44304020031.
- Purchase price is \$85,395.
- Through the adoption of the Pavilion Area Master Plan in 1999, the Tax Increment Financing District in 2008, the Downtown Master Plan in 2019, and the Advanced Master plan in 2020 City Council has committed to restore the downtown to a prominent commercial district.

Issues:

- This parcel is one of eight identified by City engineers to be used to accommodate a new stormwater retention area associated with the development in the Arts & Innovation district.
- The City continues to invest in redevelopment efforts and infrastructure upgrades in these areas.

Public Notification: Normal meeting notification.

Alternatives: Do not purchase the property.

Financial Impact:

- The City will acquire these parcels for a total price of \$85,395.
- Funding for these purchases will be paid for out of Hospitality Fee revenue as a qualified stormwater project.

Manager's Recommendation: I recommend approval.

Attachment(s): Proposed resolution, purchase and sale agreement.

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RESOLUTION R2022-21

**CITY OF MYRTLE BEACH
COUNTY OF HORRY
STATE OF SOUTH CAROLINA**

**AUTHORIZING THE PURCHASE OF LOT 2,
8th Avenue North, PIN 44304020031 TO BE
USED AS FUTURE STORMWATER
RETENTION**

WHEREAS, through the adoption of Resolution 2019-20, enacted March 12, 2019, City Council adopted the Downtown Master Plan and the Downtown Master Plan Implementation Plan to facilitate development and increase business activity, and serve as the general blueprint for future revitalization and redevelopment of the area traditionally known as "Downtown Myrtle Beach"; and

WHEREAS, by Resolution 2020-37, City Council adopted the Advanced Plan of the Downtown Master Plan to further the plan and vision of creating a resilient, adaptive, sustainable and innovative district; and

WHEREAS, property acquisition within the Downtown Master Plan area is necessary to meet the overall redevelopment and revitalization goals; and

WHEREAS, South Carolina law authorizes municipalities to take actions not inconsistent with the Constitution and general laws of this State, regarding any subject the municipality finds necessary and proper for the security, general welfare and convenience of the municipality. Specifically, municipalities are authorized to own and possess property; and

WHEREAS, the City of Myrtle Beach recognizes the need to acquire real property within the Downtown Master Plan area and that the acquisition is necessary and proper for the general welfare and convenience of the municipality.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

It is necessary and desirable and in the public's interest and welfare to acquire property within the Downtown Master Plan area. The parcel being acquired is as follows:

Lot 2, 8th Avenue North (TMS: 181-06-13-006 & PIN 44304020031) for \$85,395

Property is shown in Exhibit A.

The City Manager, the Assistant City Manager, the Chief Financial Officer, the City Attorney and the City Clerk, for and on behalf of the City, are fully empowered and authorized to take such further action and to execute and deliver such additional documents as may be necessary to effectuate the acquisition and transfer and the action of such officers consistent herewith is hereby fully authorized. All action taken in the name of or on behalf of the City in connection with the property acquisition prior to the effective date of this Resolution are expressly ratified and confirmed.

SIGNED, SEALED and DATED on this 10th day of May, 2022.

ATTEST:

BRENDA BETHUNE, MAYOR

JENNIFER ADKINS, CITY CLERK

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

CONTRACT OF SALE

THIS CONTRACT OF SALE (this "Contract") is made and entered into this 30th day of March 2022, by and between City of Myrtle Beach (hereinafter called the "PURCHASER") and Eighth Avenue Enterprises, LLC (hereinafter called the "SELLER").

WITNESSETH:

1. Subject to the terms and conditions hereafter contained, the SELLER agrees to sell and convey and the PURCHASER agrees to purchase:

Lot 2, 8th Avenue North, Myrtle Beach, SC 29577 (the "Property"). The Property is also identified by Horry County tax map number 44304020031

2. The PURCHASER shall pay the SELLER the sum of Eighty Five Thousand Three Hundred Ninety Five Dollars (\$85,395) for the Property, such sum payable in the applicable manner set out below:

- a. Cash or check (subject to clearance) upon execution of this Contract to be held in escrow by MacDonald & Hicks Law Firm and applied to the Purchase Price at the time of closing ("Earnest Money"):

\$ 5,000

- b. The balance of the Purchase Price by cash, certified funds or wire transfer upon delivery of the deed:

\$ 80,395

TOTAL

\$ 85,395

3. The SELLER shall furnish a marketable title in fee simple, free and clear of all liens and encumbrances except the following:

- a. Real estate taxes for the year in which the Deed is delivered, which shall be prorated at Closing (SELLER shall be responsible for roll-back taxes if applicable);
- b. Restrictions, covenants, conditions and easements applicable to the subdivision in which the Property is located and appearing of record;
- c. Owner assessments applicable to the subdivision in which the Property is located or to the Property, which shall be prorated at Closing, as appropriate;




- d. Such zoning ordinances as may be applicable to the Property.

The Deed shall contain a full general warranty of title. A policy of title insurance or an attorney's certificate of title shall be issued in connection with this transaction, at PURCHASER'S expense. The PURCHASER must approve the exceptions contained in the commitment for title insurance or preliminary attorney's certificate of title. Exceptions not objected to in writing by the earlier of thirty (30) days after the full execution of this Contract or Fourteen (14) days prior to closing shall be deemed accepted by the Purchaser. In the event PURCHASER objects to matters of title (other than those set forth above), the SELLER may elect to correct such title matters, or in the event SELLER refuses to correct such matters, either party may declare this Contract void and all earnest money shall be returned to PURCHASER, with no further liability or obligations to either party.

4. The SELLER shall pay for real estate transfer fees and preparation of the Deed. The PURCHASER shall pay for any survey, preparation of Note and Mortgage, if applicable, and the recording of the Deed and Mortgage, as applicable. The cost of any title examination requested by PURCHASER shall be paid by the PURCHASER. Each party shall pay its own attorney's fees.

5. If the SELLER is unable to convey marketable title in accordance with the terms of this Contract, the SELLER will not be required to bring any action or proceeding, or otherwise to incur any expense, to render the title marketable, but the PURCHASER shall have the option of taking such title as the SELLER can convey, or the PURCHASER may rescind this Contract, in which event, the sole obligation of the SELLER shall be to refund the Earnest Money; and this Contract shall become null, void and of no further force or effect. If the SELLER otherwise breaches the terms of this Contract, the PURCHASER may elect to rescind this Contract, in which case the PURCHASER will be refunded the Earnest Money as the PURCHASER'S sole remedy, or the PURCHASER may elect to pursue an action for specific performance of this Contract.

In the event the PURCHASER fails to carry out the terms and conditions of the within Contract, the SELLER may elect to retain the Earnest Money as liquidated damages and this Contract shall become null, void and of no further force and effect, or the SELLER may pursue any other legal or equitable remedy available, including an action for specific performance of this Contract.

6. Possession of the Property shall be given to the PURCHASER at the time of delivery of the Deed and compliance by the PURCHASER with Paragraph 2.

7. The Deed, Note and Mortgage, if applicable, shall be in the name of the PURCHASER or a business entity wholly owned by the PURCHASER.

8. This Contract of Sale may not be assigned or transferred by the PURCHASER without the prior written consent of the SELLER unless the assignment is to an entity in which the signatory has an ownership interest.

Handwritten signature and initials in blue ink, appearing to be 'CJL'.

9. The closing ("Closing") shall take place on or before 30 days after contract execution at the offices of the PURCHASER'S attorney in Horry County, South Carolina, or at such other place as the parties may agree upon in writing.

10. The PURCHASER hereby acknowledges that the PURCHASER has made a personal inspection of the Property prior to the signing of this Contract.

11. Time is of the essence for all provisions of this Contract.

12. The parties agree that Tradd Commercial represents the PURCHASER. The PURCHASER shall pay all commission due at closing.

13. This Contract shall not be binding until executed by both the SELLER and the PURCHASER. The PURCHASER and the SELLER agree that receipt of a signed Contract by facsimile or electronic transmission (email) will be the same as receipt of an original signed Contract.

14. This Contract supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral statements or representations whatsoever shall be considered a part hereof. Any modifications must be in writing and acknowledged by the parties hereto. Both PURCHASER and SELLER hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents that are not expressly stipulated herein. The terms and conditions of this Contract shall apply to and bind the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

15. THIS CONTRACT IS CONTINGENT UPON THE FOLLOWING ITEMS:

a. No contingencies.

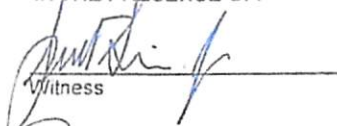
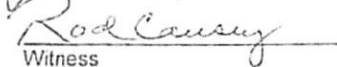
16. SELLER shall permit PURCHASER, its agents, consultants, contractors and subcontractors to enter upon subject property to conduct or make any and all inspections and tests (including, without limitation, soil and environmental assessments of the property) as PURCHASER may, in PURCHASER'S sole and absolute discretion, consider necessary or desirable. Provided this transaction does not close, PURCHASER shall supply SELLER with any and all copies of reports done on said property subject to any transfer restrictions placed on such reports by the party preparing the reports for the PURCHASER. In addition, PURCHASER will indemnify SELLER against any liability from consultants, agents, contractors and subcontractors entering the Property prior to closing.

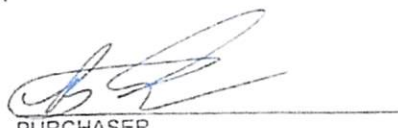
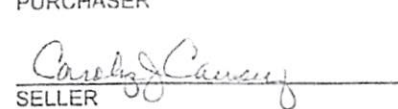
17. In the event SELLER wishes to enter into a Section 1031 tax deferred exchange for the real property described herein, or if PURCHASER wishes to enter into a tax deferred exchange with respect to property owned by PURCHASER in connection with this transaction, each of the parties agrees to cooperate with the other party in connection

with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided that: (a) the other party shall not be obligated to delay the closing, (b) all additional costs in connection with the exchange should be borne by the party whose property is exchanged, and (c) the other party shall not be obligated to execute any note, contract, or other document providing for any personal liability which would survive the exchange. The other party shall be indemnified and held harmless against the liability that arises or is claimed to have arisen on account of their acquisition of ownership of the exchange property.

WITNESS the Hands and Seals of the parties hereto

IN THE PRESENCE OF:


Witness

Witness


PURCHASER

SELLER

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) CONTRACT EXTENSION

WHEREAS, Eighth Avenue Enterprises, LLC, (the "Seller"), and The City of Myrtle Beach (collectively the "Buyers"), entered into an Agreement of Sale and Purchase (the "Agreement") for the sale and purchase of property known as Lot 2, 8th Avenue North, Horry County Pin #443-04-02-0031, Horry County, South Carolina; and

WHEREAS, the Agreement provided for a closing date of April 29, 2022; and

WHEREAS, Seller and Buyer are unable to close by the contract date and request an additional extension of time to complete the closing of the transaction.

NOW THEREFORE, it is hereby agreed that the contract is hereby amended to extend the Closing Date as follows:

Closing shall occur on or before May 31, 2022.

Except as stated above, all terms and conditions of said contract shall remain in full force and effect.

Effective date: April 27, 2022

SELLER:

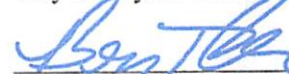
Eighth Avenue Enterprises, LLC

By: _____

Its:

Buyer:

City of Myrtle Beach



By: Brian Tucker, Asst. City Mgr.

Close X

HOTEL SEC; LT 2 BL 54 :

PIN: 44304020031 / TMS: 1810613006

Land

Transfers

Splits/Merges

Permits

Memos

Contact Us

Owner

EIGHTH AVENUE ENTERPRISES LLC
1010 8TH AVE N
MYRTLE BEACH, SC 29577-3548

District	680 - MYRTLE BEACH
Deed Book	2924
Deed Page	1436
Estimated Acres	0.25 Acres

Primary Building

Estimated Year Built	0
Finished Area	0 sqft
Bedrooms	0
Baths	0
Garages/Carports	0
Auxiliary Improvements	NO

Taxable Values

Residential Land	0
Residential Impr	0
Farm Land	0
Farm Improved	0
Farm Use	0
Other Land	81320
Other Improved	0
Taxable Total	81320

