

SPECIAL MEETING OF FLORENCE CITY COUNCIL

MONDAY, AUGUST 17, 2015 – 9:00 A.M.

CITY CENTER – COUNCIL CHAMBERS

324 W. EVANS STREET

FLORENCE, SOUTH CAROLINA

AGENDA

I. CALL TO ORDER

II. INVOCATION

Pledge of Allegiance to the American Flag

III. ORDINANCES IN POSITION

a. Bill No. 2015-27 – Second Reading

An Ordinance to authorize conveyance by the City of Florence of its interest in the Public Parking lot now existing in the area formerly designated as Baroody Street between Coit Street and N. Dargan Street, said properties being a portion of Tax Parcels 90167-02-034 and 90167-01-008.

b. Bill No. 2015-28 – Second Reading

An Ordinance to declare surplus and authorize conveyance by the City of Florence to Palmetto Petro, property designated as Tax Map Parcel 90086-02-003 in the Florence County Tax Records.

IV. ADJOURN

FLORENCE CITY COUNCIL MEETING

DATE: August 3, 2015

AGENDA ITEM: An Ordinance to authorize conveyance by the City of Florence of its interest in the Public Parking lot now existing in the area formerly designated as Baroody Street between Coit Street and N. Dargan Street, said properties being a portion of Tax Parcels 90167-02-034 and 90167-01-008 and being described on Exhibit A to the Ordinance.

DEPARTMENT/DIVISION: City Manager / City Attorney

I. ISSUE UNDER CONSIDERATION

This ordinance would authorize the conveyance by the City of its ½ interest in property in the area formerly designated as Baroody Street between Coit Street and N. Dargan Street, said properties being a portion of Tax Parcels 90167-02-034 and 90167-01-008 which the City and the County acquired together from the railroad in the early 1970's as part of the development of the City County Complex. The property involved is shown in blue on the attached aerial. The purpose of the conveyance is to allow the County the clear title to the parcel to facilitate the financing for and the development of the new Judicial Center to be located downtown.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN

The attached ordinance authorizes the City Manager to execute the deed necessary to convey the City's interest.

III. POINTS TO CONSIDER

- a. Section 5-7-260(6) of the South Carolina Code of Laws and Section 2-26(8) of the Code of Ordinances for the City of Florence provides, in pertinent part, that property owned by the City can be conveyed only after approval by ordinance.
- b. Council previously authorized the City Manager to convey other related properties to the County to the development of the new Judicial Center to

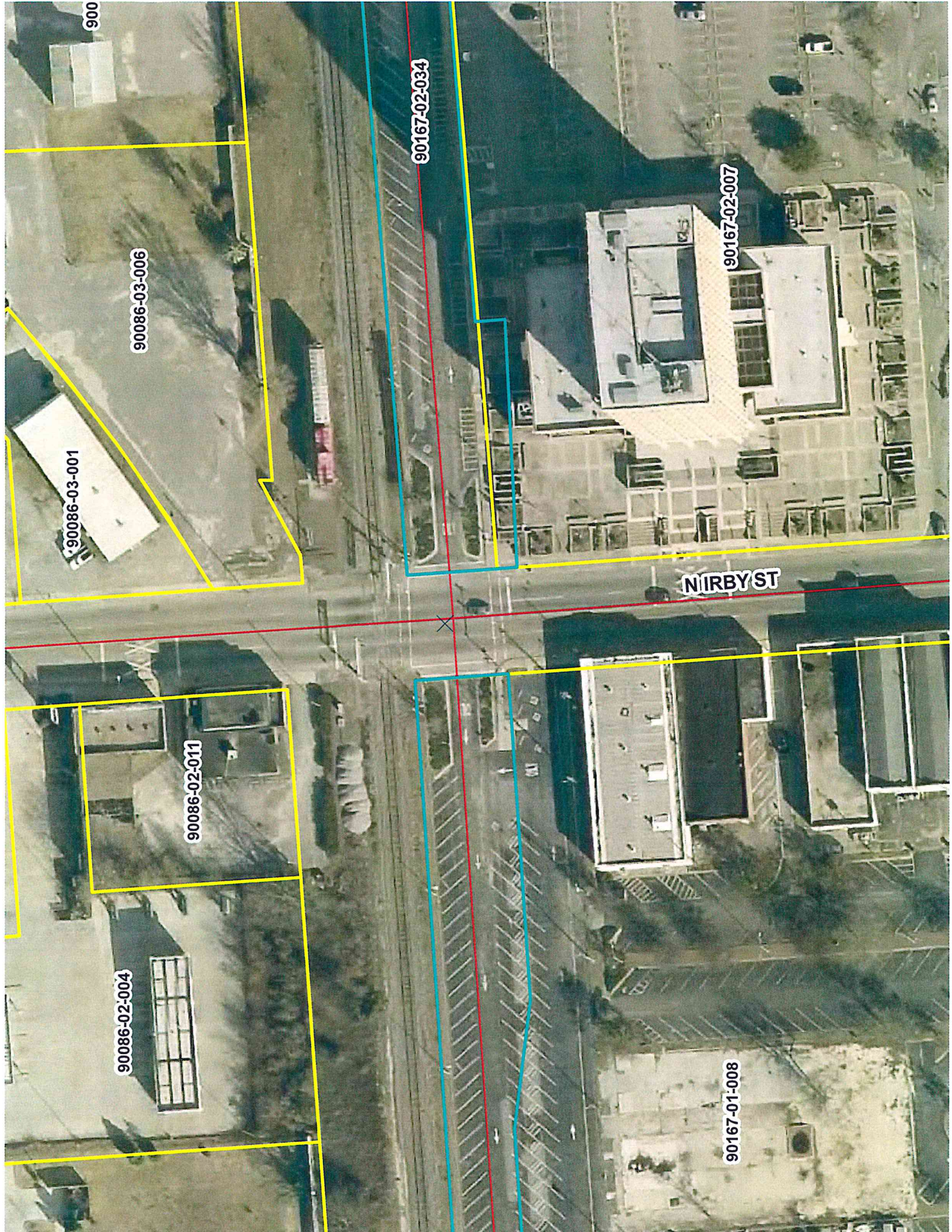
be located downtown, but the City's interest in this property was simply overlooked at that time.

IV. STAFF RECOMMENDATION

Staff recommends approval of the Ordinance.

V. ATTACHMENTS

1. Aerial of site.
2. Copy of the proposed Ordinance with Exhibit.



900

90167-02-034

90167-02-007

90086-03-006

NIRBY ST

90086-03-001

90086-02-011

90086-02-004

90167-01-008

ORDINANCE NO. 2015-26

AN ORDINANCE TO AUTHORIZE CONVEYANCE BY THE CITY OF FLORENCE OF ITS INTEREST IN THE PUBLIC PARKING LOT NOW EXISTING IN THE AREA FORMERLY DESIGNATED AS BAROODY STREET BETWEEN COIT STREET AND N. DARGAN STREET, SAID PROPERTIES BEING A PORTION OF TAX PARCELS 90167-02-034 AND 90167-01-008.

WHEREAS, after due consideration, the City has concluded that it is in the public interest that its one half interest in the land described on Exhibit "A" attached hereto be conveyed to Florence County for use in the development of the new Judicial Center; and

NOW, THEREFORE, be it ordained by the City Council of the City of Florence in meeting duly assembled and by the authority thereof:

1. That, pursuant to §5-7-260(6) of the South Carolina Code of Laws, as amended, and §2-26(8) of the Code of Ordinances of the City of Florence, the City Manager of the City of Florence is hereby authorized to execute the necessary deed and other documentation in order to convey its interest and title to the property described on Exhibit "A" attached hereto to Florence County in order to facilitate the development and construction of the new public Judicial Center.

2. This Ordinance shall become effective immediately upon its approval and adoption by the City Council of the City of Florence, South Carolina.

ADOPTED THIS _____ DAY OF _____, 2015.

Approved as to form:

JAMES W. PETERSON, JR.
City Attorney

STEPHEN J. WUKELA
Mayor

Attest:

DIANNE M. ROWAN
Municipal Clerk

EXHIBIT A

All that certain piece, parcel or lot of land situate, lying and being in the City and County of Florence, State of South Carolina, being described as beginning at a point in the east line of North Coit Street distant 20 feet southwardly, measured at right angles, from the center line of Grantor's main track to Sumter, South Carolina; thence North $87^{\circ} 45'$ East, parallel with said center line, 600 feet to the west line of North Irby Street; thence South $2^{\circ} 15'$ East, along said Irby Street line, 66.64 feet; thence South $89^{\circ} 47'$ West, 215.14 feet; thence North $82^{\circ} 54'$ West, 86.14 feet; thence South $87^{\circ} 45'$ West, 300 feet to said line of North Coit Street; thence North $2^{\circ} 15'$ West, 45 feet to the point of beginning; also

All that certain, piece, parcel or lot of land situate, lying and being in the City and County of Florence, State of South Carolina, being described as beginning at a point in the east line of North Irby Street distant 20 feet southwardly, measured at right angles, from the center line of said main track; thence North $87^{\circ} 45'$ East, parallel with said center line, 560 feet; thence South $79^{\circ} 34'$ East, 44.32 feet to a point in the west line of North Dargan Street distant 10 feet southwestwardly, measured radially, from the center line of Grantor's southwesternmost track; thence South $0^{\circ} 41'$ East, along said Dargan Street line, 46 feet; thence South $87^{\circ} 45'$ West, 436.64 feet; thence South $2^{\circ} 15'$ East, 20 feet; thence South $89^{\circ} 47'$ West, 165.10 feet to the east line of North Irby Street; thence North $2^{\circ} 15'$ West, 69.13 feet to the point of beginning; the parcels of land hereby conveyed containing 0.72 of an acre and 0.82 of an acre, respectively, and being shown outlined in YELLOW on print of survey by Ervin Engineering Co., dated November 10, 1969, which print is attached hereto and made a part hereto.

FLORENCE CITY COUNCIL MEETING

DATE: August 3, 2015

AGENDA ITEM: An ordinance declaring real estate surplus and authorizing the sale and conveyance of the real estate containing 1.03 acres making up the lot and improvements located at the corner of Darlington Street and North Irby Street shown as parcel "A" on Exhibit A hereto and being the parcel designated as Tax Parcel 90086-02-003 in the records of the Florence County Tax Assessor to Palmetto Petro, LLC to facilitate the redevelopment, branding and enhancement of the service station and restaurant presently leased by the city to Palmetto Petro, LLC.

DEPARTMENT/DIVISION: City Manager and City Attorney

I. ISSUE UNDER CONSIDERATION:

The conveyance of the real estate containing 1.03 acres making up the lot and improvements located at the corner of Darlington Street and North Irby Street shown as parcel "A" on Exhibit A hereto and being the parcel designated as Tax Parcel 90086-02-003 in the records of the Florence County Tax Assessor to Palmetto Petro, LLC to facilitate the redevelopment, branding and enhancement of the service station and restaurant presently leased by the city to Palmetto Petro, LLC.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

(1) The City received Parcels A and B as shown on Exhibit A hereto as a gift from the Bruce and Lee Foundation, and the entire property was subject to a Lease to Palmetto Petro, LLC for the operation of a service station, a restaurant and a car wash located thereon which contained options allowing the tenant to extend the Lease through 2019.

(2) Through the years the amount of property being leased to the tenant was reduced to just Parcel A in order to assist the tenant in lowering the rent.

(3) Palmetto Petro, LLC has approached the City requesting to purchase Parcel A as part of a redevelopment plan to facilitate the redevelopment, branding and enhancement of the service station and restaurant presently leased by the city to Palmetto Petro, LLC.

(4) The offer made by Palmetto Petro, LLC involves the payment of \$800,000.00 for the property, the payment of an additional \$20,000.00 to be used by the City to assist PDRTA to locate its Transfer Station to Parcel B shown on Exhibit A, and its commitment to enhance the property by having it "branded".

(5) This ordinance authorizes the conveyance of the property under the terms and conditions set out in the Real Estate Purchase Agreement with Addendums attached hereto as Exhibit B.

III. POINTS TO CONSIDER:

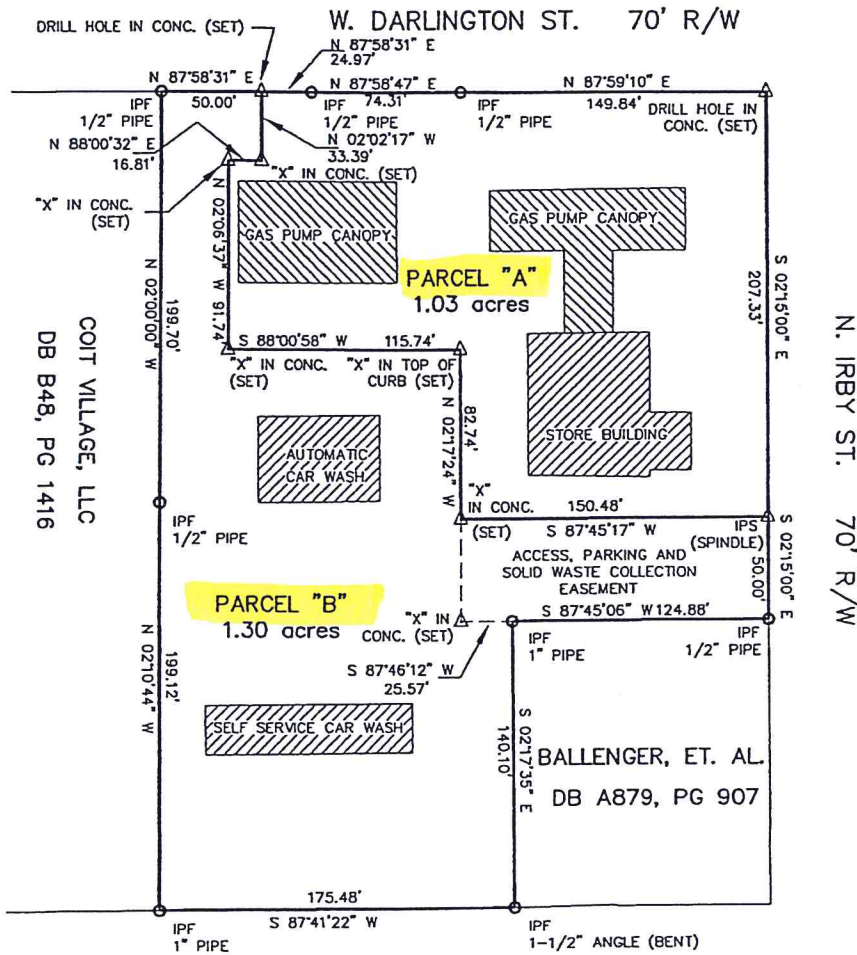
(1) This conveyance accomplishes the goal of facilitating the redevelopment, branding and enhancement of the service station and restaurant presently leased by the city to Palmetto Petro, LLC.

IV. STAFF RECOMMENDATION:

Staff recommends that City Council adopt the proposed ordinance authorizing the City Manager to execute the deed conveying the aforementioned property to Palmetto Petro, LLC under the terms and conditions set out in the Real Estate Purchase Agreement with Addendums attached hereto as Exhibit B.

V. ATTACHMENTS:

- (1) Exhibit A - Survey showing property involved.
- (2) Real Estate Purchase Agreement with Addendums attached hereto as Exhibit B.
- (3) Proposed ordinance with attached Exhibit A.



REFERENCES:
 DEED BOOK B332, PG 883
 DEED BOOK B48, PG 1416
 DEED BOOK A879, PG 907

CSX RAILROAD 130' R/W

CITY OF FLORENCE PLANNING DEPARTMENT
 Hereby certifies that this plat is approved on
 the 1st day of February, 2012
 CITY PLANNER Polly M. Goo

GRAPHIC SCALE



(IN FEET)
 1 inch = 60 ft

CITY OF FLORENCE
 FLORENCE COUNTY
 SOUTH CAROLINA

DATE: JANUARY 27, 2012

PLAT

SHOWING A RESUBDIVISION OF CITY OF FLORENCE PROPERTY LOCATED AT THE CORNER OF W. DARLINGTON ST.
 AND N. IRBY ST., CURRENTLY KNOWN AS TMS 90086-02-003, 90086-02-004, AND 90086-02-005

PARCEL "A" CONTAINS 1.03 ACRES. IN ADDITION THIS PARCEL HAS A NON-EXCLUSIVE, 50' WIDE EASEMENT
 ACROSS PARCEL "B" AS SHOWN FOR ACCESS, PARKING, AND SOLID WASTE COLLECTION

PARCEL "B" CONTAINS 1.30 ACRES AND IS SUBJECT TO THE EASEMENT DESCRIBED ABOVE
 AND SHOWN ON THIS PLAT.

PREPARED FOR:

THE CITY OF FLORENCE

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE,
 INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON
 WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF
 THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE
 OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS
 OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B"
 SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO
 ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

Gregory A. Brown
 GREGORY A. BROWN, P.L.S., #18628
 968 E. BILLY FARROW HWY
 DARLINGTON, SC

ORDINANCE NO. 2015-27

AN ORDINANCE DECLARING REAL ESTATE SURPLUS AND AUTHORIZING THE SALE AND CONVEYANCE OF THE REAL ESTATE CONTAINING 1.03 ACRES MAKING UP THE LOT AND IMPROVEMENTS LOCATED AT THE CORNER OF DARLINGTON STREET AND NORTH IRBY STREET SHOWN AS PARCEL "A" ON EXHIBIT A HERETO AND BEING THE PARCEL DESIGNATED AS TAX PARCEL 90086-02-003 IN THE RECORDS OF THE FLORENCE COUNTY TAX ASSESSOR TO PALMETTO PETRO, LLC TO FACILITATE THE REDEVELOPMENT, BRANDING AND ENHANCEMENT OF THE SERVICE STATION AND RESTAURANT PRESENTLY LEASED BY THE CITY TO PALMETTO PETRO, LLC.

WHEREAS, after due consideration, the City has concluded that the land described on Exhibit "A" attached hereto and incorporated herein by reference, is surplus land to the City; and

WHEREAS, it is hereby determined by Council that the conveyance of said property to Palmetto Petro, LLC for the purpose facilitating the redevelopment, branding and enhancement of the service station and restaurant presently leased by the city to Palmetto Petro, LLC is in the best interest and to the benefit of the citizens of the City of Florence;

NOW, THEREFORE, be it ordained by the City Council of the City of Florence in meeting duly assembled and by the authority thereof:

1. That, pursuant to §5-7-260(6) of the South Carolina Code of Laws, as amended, and §2-26(8) of the Code of Ordinances of the City of Florence, the City Manager of the City of Florence is hereby authorized to execute the necessary deeds and other documentation in order to convey title to the property described on Exhibit A attached hereto to Palmetto Petro, LLC in return for the payment of \$800,000.00 plus the payment of \$20,000.00 for use as funding for PDRTA in order to facilitate the redevelopment, branding and enhancement of the service station and restaurant in accordance with the terms and conditions set forth in the Real Estate Purchase Agreement with Addendums.

2. This Ordinance shall become effective immediately upon its approval and adoption by the City Council of the City of Florence, South Carolina.

ADOPTED THIS _____ DAY OF _____, 2015.

Approved as to form:

JAMES W. PETERSON, JR.
City Attorney

STEPHEN J. WUKELA
Mayor

Attest:

DIANNE M. ROWAN
Municipal Clerk



Exhibit B

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

REAL ESTATE PURCHASE CONTRACT

1. PARTIES

A contract to purchase is offered this day by Palmetto Petro, LLC, hereinafter referred to as "Buyer", to City of Florence, hereinafter referred to as "Seller".

2. PROPERTY

I, or we, hereby agree to purchase the following real property: County Map 90086-02-003 Block Parcel "A" Lot(s) _____, property otherwise known as 247 together with all 1.03 Acres improvements and the appurtenances, if any, thereunto belonging, subject to existing zoning ordinances, restrictions, and easements previously reserved, or conveyed of record ("Property").

See addendum # 1

3. TERMS

We agree to pay for said real property the sum of: \$ 800,000.00 ("Purchase Price") payable as follows: (a) The sum of \$ 10,000 as Earnest Money, which is to be deposited with ERA Leatherman Realty ("Escrow Agent"), according to the provisions of Sections 4, 5 and 16 of this Contract. Upon acceptance in writing and delivery of this contract, the Earnest Money shall be assigned to and deposited in the Broker's Trust Account to apply on the purchase price, at the time of closing. (b) The further sum of \$ _____ subject to adjustment at the time of closing. (c) The balance or other consideration as follows: _____.

4. EARNEST MONEY

EITHER:

Received the sum of \$ _____ (check/cash) as Earnest Money to be held in trust and applied in accordance with the terms and conditions of the foregoing offer.

Acknowledgement

Broker _____

Buyer AA
P.P.P.

Seller AW

OR:

Buyer covenants that it will deliver to Escrow Agent \$ 10,000.00 as Earnest Money, no later than 5PM on the third day following seller's acceptance. This earnest money will be held in trust and applied in accordance with the terms and conditions of the foregoing offer. Breach of this provision will render this contract null and void and Escrow Agent will so notify the parties.

5. INSPECTIONS

Buyer will have a period of 30 days following Seller's Acceptance Date, found in Section 20 of this Contract ("Inspection Period") to perform surveys, tests, inspections and studies on the property. At all times after Seller and Buyer execute and date this contract, seller shall permit buyer to enter upon the property to make any surveys, tests, inspections, studies, including but not limited to environmental audit, soil tests, engineering studies, contractor inspections of utilities and structures, buyer deems appropriate to determine the property's suitability for buyer's proposed use. Buyer shall indemnify and hold seller harmless from and against all liability arising out of any negligence in the performance of the inspections on the property. In the event that any of the buyer's inspection and due diligence items are deemed unsatisfactory or unacceptable in the sole judgement and unfettered discretion of the buyer, Escrow Agent shall, upon written notice from Buyer given to Escrow Agent prior to the expiration of the Inspection Period, refund and deliver the Earnest Money as follows and the contract shall terminate:

If notice is received within 30 days of Seller's Acceptance Date, the entire Earnest Money deposit of \$ 10,000.00 plus accrued interest, if any, shall be refunded to the Buyer and this Contract shall automatically terminate, and there shall be no further liability on either party.

If notice is received after the period stated above, but before the scheduled closing, \$ _____ plus accrued interest, if any, shall be refunded to the Buyer, and the remaining \$ _____ plus accrued interest, if any, shall be disbursed to the Seller and Broker.

In the absence of any written notice from the Buyer to the contrary prior to the expiration of the Inspection Period (including the extensions), all inspection and due diligence items will be deemed acceptable to Buyer, and shall be automatically waived as conditions precedent to the Buyer's obligations hereunder. In the event the Seller and Buyer cannot agree on disbursement of Earnest Money following termination of this Contract, Escrow Agent will retain such moneys in its escrow account until such time as a court of competent jurisdiction shall direct disbursement or until such time as Seller and Buyer agree on such disbursement.

6. ENVIRONMENTAL MATTERS

To the best of Seller's knowledge, there is no pending action pertaining to the real estate under any environmental law, regulation, or ordinance and Sellers have not received notice in any form, of such an action, or threatened action. To the best of Seller's knowledge, there are no past or current releases of hazardous substances on, over, at, from, into, or unto any facility at the real estate, as those terms are defined under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), and Sellers are not aware of any environmental condition, situation or incident (as such terms are defined in CERCLA) on, at, or concerning the real estate in violation of CERCLA as amended, the Clean Air Act, the Clean Water Act, and Superfund or Superlien law, or any other federal, state, or local statute, law, ordinance, code, rule, regulations, order, or decree, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials.

Seller  Buyer 
fwd.

7. TITLE

Seller hereby represents that it possesses good and marketable fee simple title, vested in Seller. The title shall be conveyed by General Warranty Deed, free and clear of all encumbrances, restrictions, encroachments, easements, rights-of-way, covenants, tenancies, and other matters of title except those set forth in Exhibit A attached hereto, if applicable, and seller shall bear the costs of such conveyance which costs are deed preparation and documentary stamps.

8. TAXES AND ASSESSMENTS

The seller shall pay all real property taxes to the calendar year and delinquent personal property taxes. All real property taxes payable during the calendar year of closing shall be pro-rated on the basis of said calendar year between Seller and Buyer at the time of closing, with buyer paying day of closing. If the amount of the real property taxes cannot be ascertained, such pro-ration shall be on the basis of the taxes paid for the preceding year. Seller is to pay all unmatured special assessment liens, if any, at closing. Rollback taxes, if any, will be the responsibility of Seller so long as they are assessed within one year following closing.

9. CLOSING/POSSESSION

This sale shall be closed on or before 5PM on the first business day after 30 days following the end of the inspection period, including any extensions, unless the time of closing is extended by written agreement of the seller and buyer with legal possession delivered to the buyer at the time of closing and actual, exclusive, and complete possession of real property to be given on or before day of closing.

10. BUYERS OPTION TO EXTEND CLOSING

Buyer shall have the option, in his sole discretion, to extend the closing date for _____ days (extension period) by depositing with escrow agent an additional \$_____ non-refundable earnest money payment. The election to extend the closing shall be given in writing to escrow agent at least ten (10) days prior to the scheduled closing date and shall be accompanied by Buyer's check in the amount stated above for the specified extension period. In no event shall the closing be extended beyond _____, 20____. If the sale is closed, all earnest money deposited by the buyer shall apply in full to the purchase price. If the sale is not closed, this additional Earnest Money shall be disbursed to the Seller and Broker.

11. DEFAULT

(a) If the buyer wrongfully refuses to close, the seller and buyer agree that since it is impracticable and extremely difficult to fix the actual damages sustained, the earnest money shall be forfeited as liquidated damages to the seller and broker(s). The seller may, at its option, seek specific performance.

(b) If the seller's title defects cannot be corrected as herein provided, or if the seller wrongfully refuses to close, the buyer's earnest money deposit shall be returned and the seller shall be liable for the Broker's commission. The buyer may, at its option, seek specific performance.

(c) In the event a suit for specific performance is instituted, the prevailing party shall have the right to recover all of such party's expenses but not limited to attorney's fees, court costs and cost of suit preparation.

Seller [Signature] Buyer [Signature]

12. EMINENT DOMAIN; DAMAGE

If prior to closing any part of the property is condemned or appropriated by public authority or any party exercising the right of eminent domain, or is threatened hereby, or if the buildings and improvements on the property, if any, are destroyed or materially damaged by fire, windstorm, explosion or other casualty, buyer may terminate the contract by providing written notice to the escrow agent no later than ten (10) days after such event and buyer shall be entitled to the return of the earnest money deposit and any additional funds in escrow and the parties shall be released from further liability. Should buyer elect not to terminate the contract, the purchase price shall be reduced by the amount of the Seller's award and/or insurance proceeds.

13. EFFECT

This contract when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer, their heirs, legal representatives, successors and assigns. This contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their Agents. This contract can only be amended, modified or assigned by written agreement signed by both the Seller and Buyer.

14. ACCEPTANCE TIME

The foregoing offer is made subject to acceptance in writing hereon by the Seller, and the return of an executed copy to the undersigned buyer on or before 5 PM on _____, 20____. If not so accepted, any Earnest Money delivered is to be returned to the buyer.

15. DISCLAIMER

It is expressly understood by the Seller and Buyer that this Broker or its agents and associates do not warrant the present or future value, size by square footage, condition, structure, or structure systems of any buildings, nor do they hold themselves out to be experts in quality, design and construction, and further agree to hold the broker or its agents and associates harmless in any of these events.

16. DISBURSING AGENT

It is agreed by both parties that all money paid under the contract shall pass through the hands of Broker or Closing Attorney and they shall act as disbursing agent for both parties hereto.

17. SELLER'S WARRANTIES AND REPRESENTATIONS

All representations and warranties of Seller contained herein must be true, accurate, and complete as of the closing date.

18. BROKERAGE FEE

Seller agrees to pay ERA Leatherman Realty, Inc., a real estate brokerage fee at the time of closing of \$_____ that amount specified in the listing agreement between broker and seller 5 % of the total consideration. Total consideration will include all economic benefits accruing to Seller including but not limited to one-time tax benefits from charitable contributions, exchange of property or assets, and

Seller AUG Buyer RJK

forgiveness of indebtedness, all of which will be valued to mutual agreement of Seller and Broker or submitted to arbitration if agreement cannot be reached. Unless this contract is terminated or voided under provisions contained herein, the brokerage fee is earned upon the acceptance of the offer, but subject to any contingencies specified herein. If Seller defaults, brokerage fee is immediately due and payable. If Earnest Money is forfeited by Buyer, Broker is due one-half of the deposit, provided such does not exceed the full amount of commission. If Buyer defaults and suit for specific performance is successfully brought by Seller, brokerage fee is due and payable upon delivery of the court's final judgement.

19. SPECIAL STIPULATIONS/OTHER PROVISIONS

- ① Parcel A needs to include Underground tanks that may be on line of Property marked with ABC Entrials
 - ② X on Addendum #1. See Addendum #2 for additional stipulations. Entrials
- TIME IS OF THE ESSENCE IN THIS CONTRACT.

Thom A Smyde
Witness

[Signature] Buyer
Signature

TOMARTEL
Print Name

Thom A Smyde
Witness

[Signature] Buyer
Signature

RUPESH PATEL
Print Name

20. SELLER'S ACCEPTANCE

I, or we, accept the foregoing offer and agree to sell the above described real property on the terms and conditions herein stated and agree to pay the Broker the compensation previously agreed upon in the Listing Agreement or as specified herein (in the absence of such Listing Agreement), which shall survive this contract, for Professional Services rendered and to be rendered in this transaction. Accepted this 12th day of June 2015.

[Signature]
Witness

[Signature] Seller
Signature

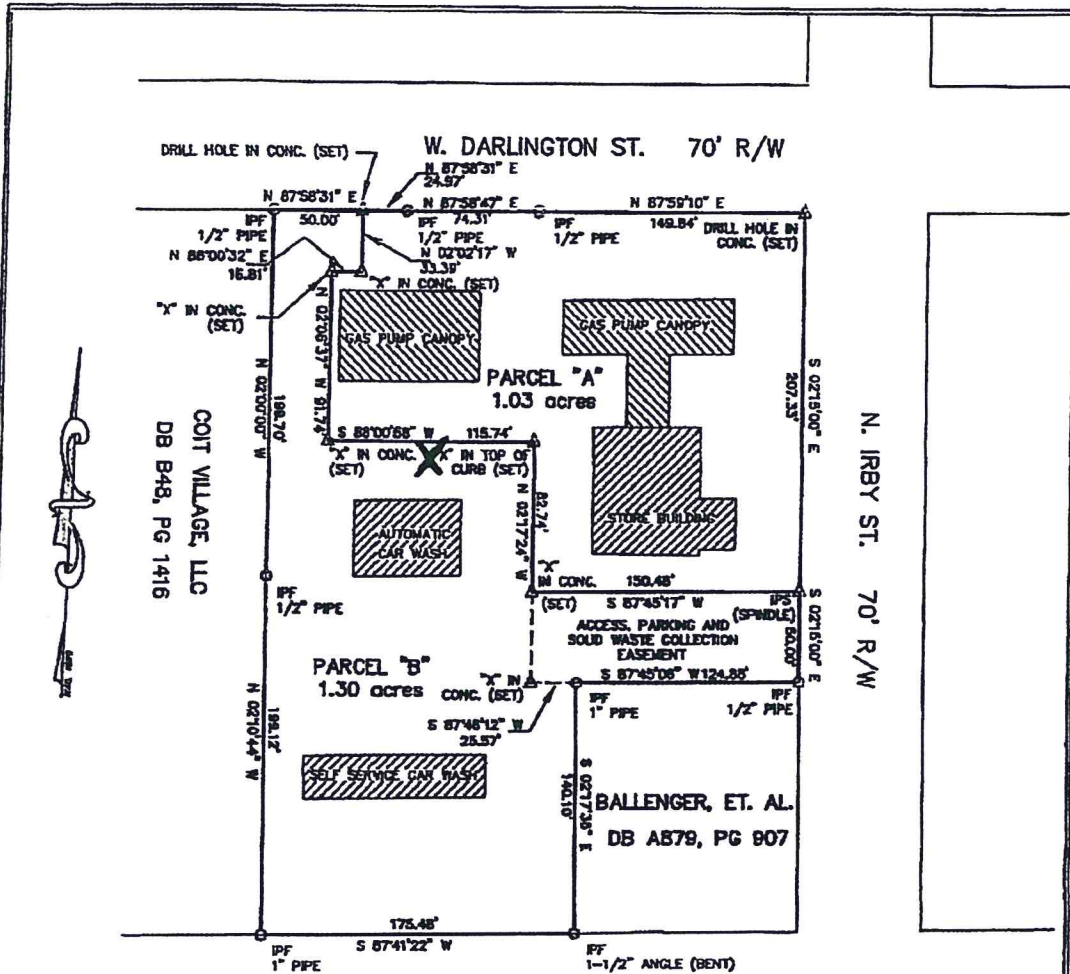
Andrew H. Griffin
Print Name

[Signature]
Witness

Signature

Print Name

Addendum #1 *REVISED*

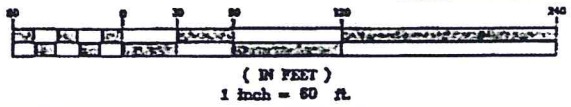


REFERENCES:
 DEED BOOK 8332, PG 883
 DEED BOOK 848, PG 1416
 DEED BOOK A879, PG 907

CSX RAILROAD 130' R/W

CITY OF FLORENCE PLANNING DEPARTMENT
 Hereby certifies that this plat is approved on
 the 1st day of February 2012
 CITY PLANNER *[Signature]*

GRAPHIC SCALE



CITY OF FLORENCE
 FLORENCE COUNTY
 SOUTH CAROLINA

PLAT

DATE: JANUARY 27, 2012

SHOWING A RESUBDIVISION OF CITY OF FLORENCE PROPERTY LOCATED AT THE CORNER OF W. DARLINGTON ST. AND N. IRBY ST., CURRENTLY KNOWN AS TNS 90086-02-003, 90086-02-004, AND 90086-02-005
 PARCEL "A" CONTAINS 1.03 ACRES. IN ADDITION THIS PARCEL HAS A NON-EXCLUSIVE, 50' WIDE EASEMENT ACROSS PARCEL "B" AS SHOWN FOR ACCESS, PARKING, AND SOLID WASTE COLLECTION
 PARCEL "B" CONTAINS 1.30 ACRES AND IS SUBJECT TO THE EASEMENT DESCRIBED ABOVE AND SHOWN ON THIS PLAT.

PREPARED FOR:
THE CITY OF FLORENCE

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

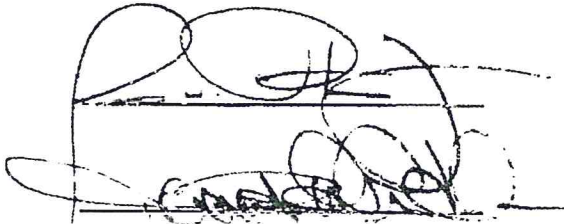
[Signature]
 GREGORY K. BROWN, P.L.S., #18628
 968 E. BILLY FARROW HWY
 DARLINGTON, SC

UST on any portion of Parcel B, then the City will grant to Palmetto Petro, LLC an easement to allow the UST's to remain in place and to be owned and operated by Palmetto Petro, LLC.

- (d) This agreement is contingent upon the passage of an ordinance by City Council of the City of Florence approving the sale of Parcel A.
- (e) The parties hereto agree that the City shall be granted a landscape easement on Parcel A covering the existing greenspace and landscaped areas that front on Darlington Street and Irby Street. It shall be the City's responsibility to maintain landscaping in the area covered by the easement at no cost to Palmetto Petro, LLC.

This Addendum #2 is executed this 12th day of June, 2015.

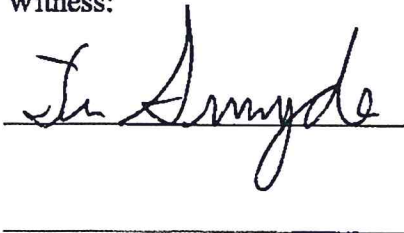
Witness:



CITY OF FLORENCE

By: Andrew H. Griffin
Andrew H. Griffin
City Manager

Witness:



PALMETTO PETRO, LLC

By: Tom Patel
Tom Patel
Member

By: Rupesh Patel
Rupesh Patel
Member