



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR FAIRFIELD COUNTY  
ORDINANCE NO. 509

AUTHORIZING THE EXECUTION OF A PURCHASE CONTRACT WITH SEA MAX BOATS, LLC, FOR THAT CERTAIN PROPERTY OWNED BY FAIRFIELD COUNTY, SOUTH CAROLINA, AND DESCRIBED HEREIN, AS WELL AS A LEASE OF SAID PROPERTY TO THE COMPANY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Fairfield County, South Carolina (the "*County*") owns that certain property described in the attached *Exhibit A* (the "*Property*"), which property is the former location of the Hon Building; and,

WHEREAS, Sea Max Boats, LLC (the "*Company*") proposes to lease and potentially purchase the Property from the County pursuant to a lease/purchase arrangement pursuant to a contract (the "*Contract*"), the form of which is attached hereto as *Exhibit B*; and

WHEREAS, in order to create new jobs and promote economic development within the County, the County Council of Fairfield County, South Carolina (the "*County Council*") proposes to enter into the Contract and sell the Property to the Company.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF FAIRFIELD COUNTY, SOUTH CAROLINA, AS FOLLOWS:

**Section 1. Approval of Contract.** There is hereby approved the lease/purchase arrangement set forth in the Contract. The County Administrator, the County Council Chairman, and the Clerk to County Council, as required, are hereby authorized to execute and deliver the Contract with the Company. The form of the Contract is before this County Council and any changes or modifications thereto may be made, upon the advice of the County's legal counsel, and execution of the Contract by the County's representatives listed herein shall constitute conclusive evidence that such changes and modifications have been approved by the County.

**Section 2. Direction to Provide Information Required Under Contract.** The County Administrator and other members of the County staff are hereby directed to provide such information to the Company as is required under the Contract. The expenditure of reasonable funds in connection with the provision of such information is hereby authorized.

**Section 3. General Repealer.** All other Ordinances of the County that may be in conflict herewith, are hereby repealed.

This Ordinance shall be effective immediately upon its adoption this 28th day of November 2005.

**FAIRFIELD COUNTY,  
SOUTH CAROLINA**

By: David L. Ferguson Sr.  
David L. Ferguson Sr., Chairman  
Fairfield County, South Carolina

ATTEST:

Sheryl K. Brown  
Clerk to County Council  
Fairfield County, South Carolina

First Reading: Oct. 10, 2005  
Second Reading: Oct. 24, 2005  
Public Hearing: Nov. 28, 2005  
Third Reading: Nov. 28, 2005

## EXHIBIT A

### PROPERTY DESCRIPTION

All of that certain piece, parcel, or tract of land, containing 14.87 acres, more or less, lying, being and situate North of the Town of Winnsboro, in the County of Fairfield, State of South Carolina, and being shown and designated as Tract "A" on that certain plat of survey made for Fairfield County by Glenn Associates Surveying, Inc., dated September 14, 2005, and recorded in the Office of the Clerk of Court for Fairfield County in Slide "605" of plats at page 1154, and being bounded on the North by Fairfield County Planning and Development Commission; on the East by the right of way of the Norfolk Southern Corporation, Southern Railway System, a portion of said boundary being on the edge of said right of way and a portion being within said right of way; on the South by Tract "B"; on the Southwest by the centerline of US Highway 321; and on the Northwest by properties of Mary Shedd Phillips and by Mary H. Shedd, all of which is more fully shown by reference to plat which is hereby incorporated herein by reference.

TOGETHER, with and subject to a non-exclusive easement of right of way for ingress, egress and regress, commencing within the right of way of US Highway 321 Business Route near the intersection with Independent Road and extending in an Easterly direction along the gravel road shown on said plat, to, over, and across Tract "A" and Tract "B," to and within Tract "A," said right of way to be for use by vehicles of all descriptions and kinds and pedestrians and utilities. This is an easement appurtenant and shall run with the land. Fairfield County further reserves unto itself, its successors and assigns, the right to use in common said easement as set forth and in the same manner as described herein.

This property is further subject to the right of way of Norfolk Southern Corporation, Southern Railroad System; the right of way of US Highway 321 Business Route; the rights of way of power lines, water lines and drains, gas lines, fiber optic cables, telephones lines, and of Road S-20-364, all of which is more fully shown by reference to said plat.

This is a portion of the property conveyed to Fairfield County by deed of Hon Industries, Inc., recorded November 18, 2002, in said Clerk's office in Book "RX" of Deeds at page 157.

Part of Tax Map Number:118-00-00-010

**EXHIBIT B**

**CONTRACT FOR LEASE PURCHASE OF PROPERTY**

*Fairfield County Council*  
P. O. Drawer 60  
Winnsboro, South Carolina 29180  
(803) 635-1415  
Fax: (803) 635-5969

*T. Richardson*

Council Members:  
DAVID FERGUSON, Chairman  
KAMAU MARCHARIA, Vice Chairman  
JAMES E. BRANHAM  
R. DAVID BROWN  
MARY LYNN KINLEY  
CARNELL MURPHY  
MIKEL R. TRAPP

PHILIP L. HINELY  
County Administrator

SHRYLL M. BROWN  
Clerk to Council

January 3, 2006

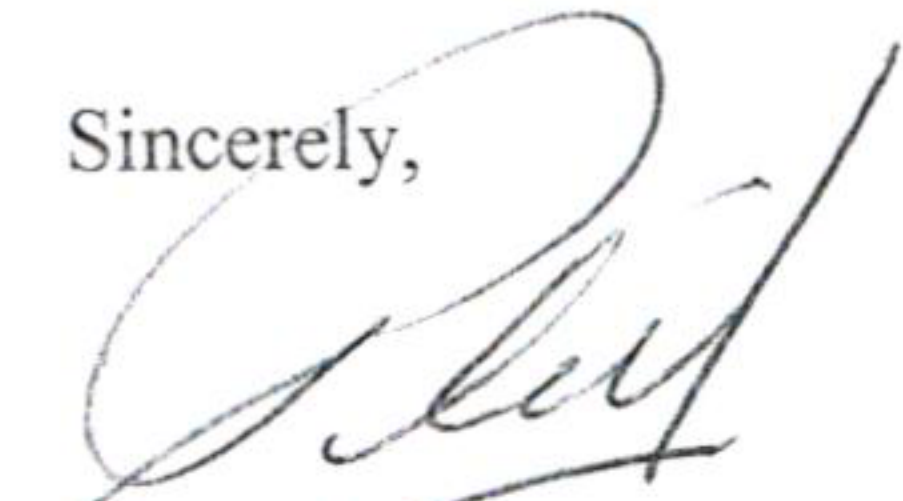
Mr. Ray E. Jones  
Parker Poe & Bernstein, LLP  
P. O. Box 1509  
Columbia, S. C. 29202-1509

Dear Mr. Jones: *Ray,*

As per your letter of December 29, 2005, enclosed are the signed Purchase Agreement and the Lease in connection with the sale and lease of the HON Building.

Thank you for your assistance in this matter.

Sincerely,



Philip L. Hinely  
Administrator

/sc

Enclosure

## AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

This Agreement for the Purchase and Sale of Real Property (the "Agreement") is made and entered into as of the latest date executed (the "Effective Date") by any of Sea Max Boats, LLC, a South Carolina limited liability company ("Purchaser"), Fairfield County, South Carolina, a body politic and political subdivision of the State of South Carolina ("Seller"), and Laura H. Huggins, LLC, a South Carolina limited liability company ("Escrow Agent"). In consideration of the following promises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all parties, the parties agree as follows:

- 1. Property.** Seller is the owner in fee simple of a tract of land in Fairfield County, South Carolina containing approximately 20.08 acres and being more particularly described by Exhibit A attached hereto and by reference made a part hereof (the "Land"). Except as described in Exhibit B (the "Retained Property"), Purchaser desires to purchase from Seller, and Seller desires to sell and convey to Purchaser, the Land and all rights, privileges, and easements appurtenant to the Land, including all rights, rights-of-way, roadways, roadbeds, and reversions (the "Appurtenant Rights"); all improvements on or within the Land (the "Improvements"); all trees, timber, and crops located on the Land; all oil, gas and mineral rights with respect to the Land; and all income and profits from all leases, licenses, and contracts with respect to the Land (collectively the "Property").
- 2. Retained Property.** Seller shall convey to Purchaser the Retained Property upon the same terms and conditions of this Agreement (except that Purchaser shall pay no additional consideration for the Retained Property), subject to: (1) employment by Purchaser of at least one hundred employees on or before December 31, 2007; and (2) closing of the purchase of the Property other than the Retained Property on or before December 31, 2007.
- 3. Closing.** The purchase and sale of the Property other than the Retained Property shall be consummated at the closing (the "Closing"), which shall take place no later than December 31, 2006. The Closing of the Retained Property (together with the Closing, the "Closings") shall take place no sooner than Purchaser certifies to Seller that Purchaser's total employment has reached 100 persons and no later than December 31, 2007. The Closings shall take place at the offices of Purchaser's counsel or at such other place as may be mutually agreed upon by Seller and Purchaser.
- 4. Purchase Price.** Subject to adjustments set forth herein, the purchase price shall be \$400,000.00 (the "Purchase Price"). Within five days after the Effective Date, Purchaser shall pay to Escrow Agent \$5,000.00 (the "Earnest Money"), which shall be held in trust with a federally insured financial institution. The Purchase Price, subject to any adjustments required in this Agreement, shall be paid in immediately available funds at Closing. The Earnest Money shall be applied towards the Purchase Price at Closing.
- 5. Inspection Period.** From the Effective Date through the ninetieth calendar day following the Effective Date (the "Inspection Period"), Purchaser and its agents, representatives, employees, engineers, and contractors may enter upon the Property and the Retained Property to inspect, examine, survey, and make test borings, soil bearing tests, timber cruises, and other engineering tests or surveys that Purchaser may deem necessary or advisable. If Purchaser determines for any reason that the Property or the Retained Property is not suitable for Purchaser's purposes during the Inspection Period, Purchaser shall give written notice of termination of the purchase and sale

transactions contemplated by this Agreement to Seller on or before 11:59 p.m. eastern time on the next business day following the end of the Inspection Period and shall receive a refund of the Earnest Money within three business days of the notice of termination.

In the event the environmental audit or sprinkler system inspection reveals any areas of concern to Purchaser, Purchaser may deliver written notice of such circumstances to Seller. Seller shall be under no obligation to cure such circumstances.

On or before 15 days after the Effective Date, Seller will make available to Purchaser in Chapin, South Carolina all aerial photographs, maps, charts, and existing surveys of, and title certificates and policies relating to, the Property and the Retained Property in possession of Seller. During the Inspection Period, Seller shall promptly provide Purchaser with information and documentation (to the extent same is reasonably available) requested by Purchaser to facilitate its evaluation of the Property and the Retained Property. Purchaser shall conduct its on-site inspection and studies in a manner so as to not unreasonably interfere with the tenants, if any, or their customers and employees. Purchaser shall not cause physical damage during its inspection to the Property and the Retained Property and shall hold Seller harmless from same.

6. Seller's Representations, Warranties, and Covenants. In order to induce Purchaser to enter into this Agreement and to purchase the Property and the Retained Property, Seller hereby makes the following representations, warranties, and covenants, each of which is material and is relied upon by Purchaser:
  - a. Title. Seller is the sole owner of good, marketable, and insurable fee simple title to the Property and the Retained Property and shall convey fee simple title to the Property and, subject to Section 2, the Retained Property to Purchaser by general warranty deed subject only to (i) the lien of current and future real property taxes which are not due and payable; (ii) "roll back" taxes, if any, which are not yet due and payable; (iii) all matters of survey (including riparian rights); (iv) all recorded easements, rights-of way, restrictive covenants, and other encumbrances of record (other than liens securing or evidencing a liquidated claim or indebtedness, all of which shall be satisfied at the respective Closing); and (v) all applicable zoning and land use ordinances, including without limitation statutes or regulations designating or establishing wetland areas ((i) through (v) collectively being referred to as "Permitted Encumbrances").
  - b. Authority of Seller. Seller has the right, power, and authority to enter into this Agreement and to sell the Property and the Retained Property in accordance with the terms and conditions hereof. This Agreement, when executed and delivered by Seller, will be a valid and binding obligation of Seller in accordance with its terms. The County Council of Fairfield County, as governing body of the Seller, approved the transactions contemplated herein by its Ordinance adopted on November 28, 2005.
  - c. Options; Leases. Except as listed on Exhibit B, there are no leases, contracts, options, rights of first refusal, or other contracts in effect that give any other party a right to purchase any interest in the Property, the Retained Property, or any part thereof or that otherwise impact all or any part of the Property or the Retained Property.
  - d. Condemnation Proceedings. There are no condemnation or eminent domain proceedings pending against the Property, the Retained Property, or any part thereof, and Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property, the Retained Property, or any part thereof under its condemnation or eminent domain powers.