

ORIGINAL
STAMPED IN RED

ORDINANCE NO: 2022-021

Approval for Conveyance of Falling Springs Court, Identified as Richland County TMS#09107-02-02 to Deliverance and Revival Center Church; CF#250-551

WHEREAS, Deliverance and Revival Center Church (“the Church”) has made a request for acquisition of Falling Springs Court (0.25 acre), a City-owned, unopen right-of-way that fronts on Fallings Springs Road and a portion of property that the Church owns; and

WHEREAS, the Church acquired property adjacent to Falling Springs Court and paid \$8,621 per acre, which has been determined to be a reasonable price per acre. The City having complied with its City Code Section 2-210(b) pertaining to the disposition of surplus property. The Church will hereafter file an action for closing Falling Springs Court as required by state law; NOW, THEREFORE,

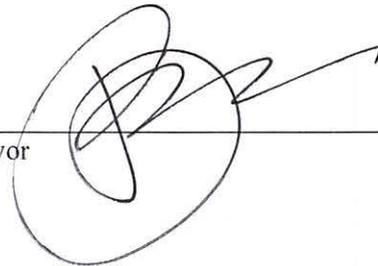
BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this 19th day of April, 2022, for and in consideration of the sum of Two Thousand One Hundred Fifty-Five and No/100s (\$2,155.00) Dollars, the City Manager is hereby authorized to sign all documents necessary to consummate the sale of Falling Springs Court and to execute a deed on behalf of the City of Columbia to the **DELIVERANCE AND REVIVAL CENTER CHURCH** for the conveyance of Falling Springs Court containing 0.25 acre.

The referenced site is more clearly shown on a survey of Falling Springs Court prepared for the City of Columbia by the Department of Engineering, David S. Sharpe, S.C. P.L.S. #10509, dated January 28, 2022 and being incorporated herein and made a part hereof as Exhibit “A” and being on file in the office of the Department of Engineering under file reference #250-551. A copy of said drawing being attached hereto and made a part hereof as Exhibit “A”.

Requested by:

Assistant City Manager Shealy

Mayor



Approved by:

Charisa B. Wilson
City Manager

Approved as to form:

[Signature]
City Attorney

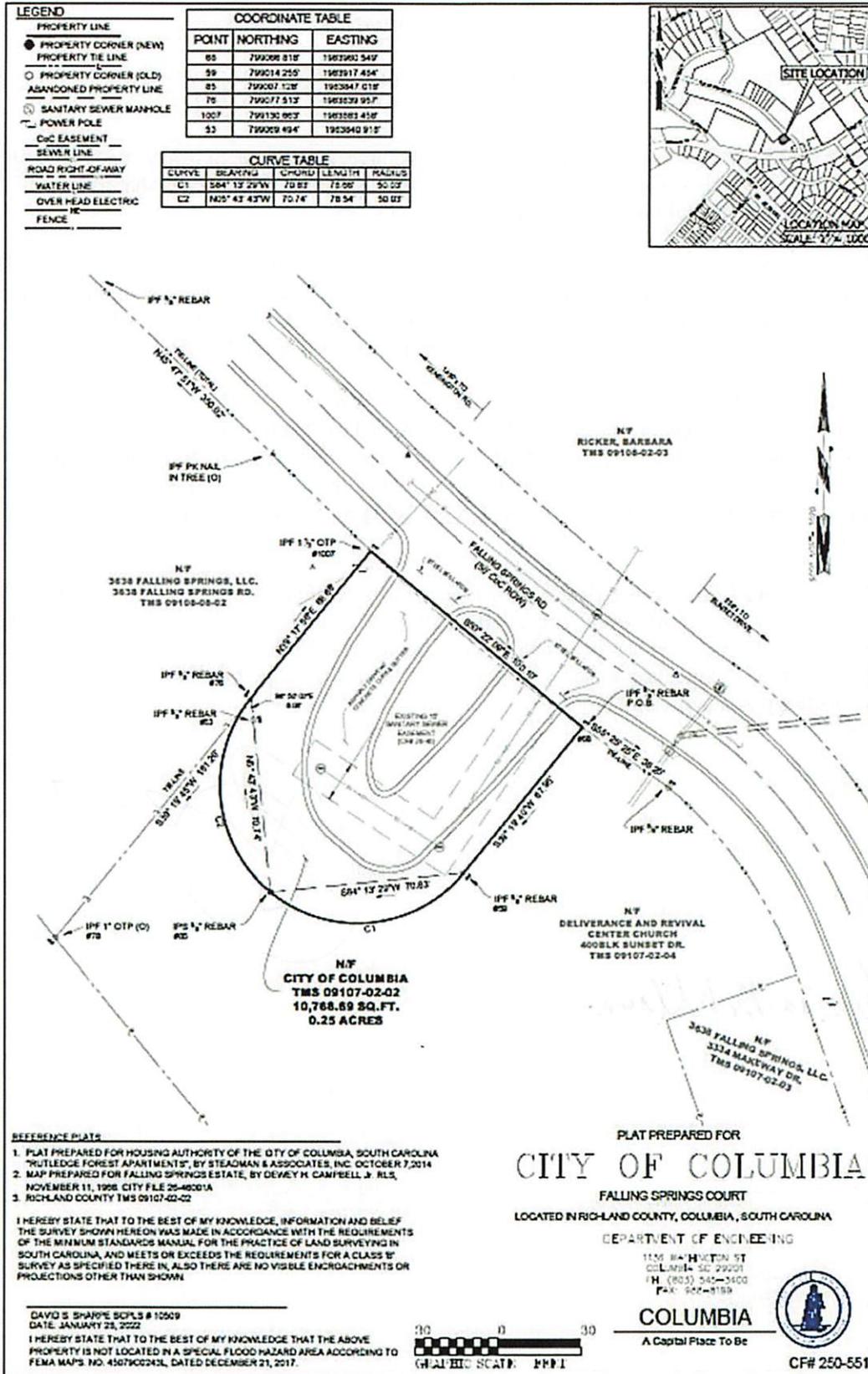
ATTEST:

Erika M. Hammond
City Clerk

Introduced: 4/05/2022

Final Reading: 4/19/2022

EXHIBIT "A"



STATE OF SOUTH CAROLINA)

AGREEMENT FOR SALE

COUNTY OF RICHLAND)

Agreement made this 18 day of February, 2022 by and between the **DELIVERANCE AND REVIVAL CENTER CHURCH (Buyer)** and **CITY OF COLUMBIA (Seller)** for property identified as Falling Springs Court (“the Property”) described herein and located within the city of Columbia and identified as Richland County TMS#09107-02-02.

Subject to the following terms and conditions, it is agreed that:

1. **PROPERTY DESCRIPTION:** Buyer agrees to buy and Seller agrees to sell all that piece, parcel or lot land, with improvements thereon, situate, lying and being in the City of Columbia, in the County of Richland, State of South Carolina, containing approximately 0.25 acres and identified as Falling Springs Court, and further identified as a portion of Richland County TMS #09107-02-02. A survey of the property prepared for the City of Columbia by the Department of Engineering, David S. Sharpe, S.C. P.L.S. #10509, dated January 28, 2022 and being incorporated herein and made a part hereof as Exhibit “A”. Said survey also being on file in the office of the Department of Engineering under City File #250-551.
2. **PURCHASE AND SALE.** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price subject to the terms and conditions hereof.
3. **PRICE.** The agreed upon purchase price is in the amount of Two Thousand One Hundred Fifty-Five and No/100s (\$2,155.00) Dollars, payable by the Buyer to the Seller as follows:
 - a. Upon the execution of this Agreement, the Buyer shall deposit with the Seller Zero (\$0.00) Dollars as earnest money.
 - b. Upon delivery of the deed, Buyer shall pay to Seller the purchase price by cash or certified funds.
4. **CLOSING COSTS.** This shall be a cash sale and the Buyer shall pay for deed preparation, if applicable, and all other closing costs and prepaid items incurred by the Buyer for this transaction, and attorney’s fees, excluding Seller’s costs.
5. **CONDITIONS AND RESTRICTIONS.** The Seller shall convey the property described in Paragraph 1 hereof to the Buyer in fee simple by proper limited warranty deed, free from all liens and encumbrances except as are herein agreed to and subject to the following conditions and restrictions: The Buyer agrees to accept the property subject to any governmental statutes or ordinances, zoning ordinances and regulations, building restrictions and conditions, restrictions, covenants, and easements of record, reservation of utility easements over the existing utilities located on the Property,

including any shown on a recorded plat or utilities located by an inspection of the property; also, any state of facts that an accurate survey would show.

6. **CONDITION OF PROPERTY.** The Buyer has fully examined and inspected the Property and agrees to purchase the Property in "AS-IS" condition. The Buyer is aware that the subject Property contains 0.25 acres, which is designated as Falling Springs Court.

The Buyer shall have the title to the property examined to determine that title is marketable and that there are no liens, restrictions or encumbrances, other than stated herein, affecting the title which are objectionable. Any findings that are objectionable to the Buyer shall be presented to the Seller for curing in the form of recorded releases and satisfactions; copies of which shall be given to the Buyer.

7. **RISK OF LOSS OR DAMAGE.** The risk of loss or damage to the Property by fire or other casualty until the delivery of the deed is assumed by the Seller. In the case of loss or damage, the Seller has the option to restore the Property within a reasonable time to substantially its undamaged condition or to terminate this Agreement. In the event the Seller elects to terminate this Agreement, there shall be no further obligation of the Seller to the Buyer.

8. **REAL ESTATE COMMISSION.** Both parties warrant that they have taken no action that would result in a real estate commission being due on behalf of the Buyer or to be paid by the Seller.

(Buyer's initial RTS ; Seller's initial JBW)

9. **SELLER'S DEFAULT.** If the Seller shall default under this Agreement, the Buyer shall have the option of suing for damages or specific performance, or rescinding this Agreement. Upon default by the Seller, if the Buyer elects to rescind this Agreement, the sole obligation of the Seller shall be to refund to the Buyer all sums paid hereunder and to reimburse the Buyer for actual costs of its survey of the Property, the cost of title examination, copies and its reasonable attorney's fees. Upon the making of such refund and reimbursement, this Agreement shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this Agreement. Seller shall not be required to bring any action or proceedings or otherwise incur any expense to render the title to the Property marketable, and in the event Seller is unable or unwilling to deliver good and marketable title to the Property, Buyer may terminate this Agreement, upon which event neither party shall have any further claim against the other hereunder. The Buyer may, nevertheless, accept such title as Seller may be able to convey, without reduction of the purchase price or any credit or allowance against the same and without any other liability on the part of the Seller. The acceptance of a deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Agreement. The term "cost of title examination" is defined for the purposes of this Agreement as the expense actually incurred by the Buyer for title examination; in no event, however, to exceed the amount customarily

charged by local attorneys for comparable title examinations. If a Title Insurance Company, which is a member of the American Land Title Association, will issue a binder to issue an owner's title insurance policy insuring the title to the Property in the amount equal to the purchase price, which owner's title insurance policy will have as exceptions only those as are herein agreed to, the Seller shall be deemed to be able to convey marketable fee simple title.

10. ADJUSTMENTS. Adjustments for taxes, interest, water charges, sewer charges, fuel oil, electricity charges, gas charges, rents when collected, and other assessments are not applicable to the Property being conveyed to the Buyer. The Seller is a tax-exempt, political subdivision. Any tax prorations made pursuant to this Agreement are based on the taxes of record on this date and are, therefore, prorated on that basis. Any increase or decrease of taxes shall be subject to an adjustment when the current year's taxes are determined.
11. BUYER'S DEFAULT. If the Buyer shall default under this Agreement, the Seller shall be entitled to terminate this Agreement and shall have no further obligations to the Buyer hereunder.
12. CLOSING. The closing shall take place on or before _____, 2022. At closing, Seller shall deliver the deed upon Buyer's compliance with the terms and conditions herein. Time is of the essence, but the closing date may be extended by written agreement of the parties. The closing shall take place at (to be determined).
13. POSSESSION. The Seller shall relinquish possession of the property to the Buyer upon closing.
14. ONLY CONTRACT. The parties hereto further agree that this written contract expresses the entire agreement between the parties and this Agreement may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of such change is sought. All prior negotiations and representations of the parties are merged herein and are void and unenforceable unless contained in this Agreement.
15. DEFINITION. If two or more people constitute the Seller or the Buyer, the word "Seller" or the word "Buyer" shall be construed as if written "Sellers" or "Buyers" whenever the sense of this Agreement so requires.
16. ADDITIONAL TERMS.

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SIGNED, SEALED AND DELIVERED as of the date first above set forth.

WITNESSES:

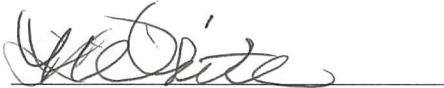

(As to Seller)


(As to Seller)

CITY OF COLUMBIA
(SELLER)

By: 
(Signature)

Name: Teresa Wilson
Title: City Manager


(As to Buyer)


(As to Buyer)

DELIVERANCE AND REVIVAL CENTER
CHURCH
(BUYER)

By: 