

ORIGINAL  
STAMPED IN RED

ORDINANCE NO.: R-2022-023

*Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Ernest Berry for the sale of property located at 612 Hemphill Street, Richland County TMS #13708-22-06*

BE IT ORDAINED by the Mayor and City Council this 15<sup>th</sup> day of March, 2022, that the City Manager is hereby authorized to execute the attached Purchase and Sale Agreement and any other documents necessary and approved by the City Attorney to consummate the conveyance of 612 Hemphill Street, Richland County TMS #13708-22-06 from the City of Columbia to Ernest Berry for the sum of One Hundred Eighty-seven Thousand and No/100 (\$187,000.00) Dollars.

Requested by:

Assistant City Manager Gentry

Approved by:

  
City Manager

Approved as to form:

  
City Attorney

Introduced: 3/1/2022

Final Reading: 3/15/2022

  
Mayor

ATTEST:

  
City Clerk



## CONTRACT OF SALE

**DATE.** A Contract for the sale and purchase of the hereinafter described property is entered into by and between **Ernest Berry**, Purchaser(s) and **City of Columbia, South Carolina, Seller, as of the date last signed below.**

**Offer and Description.** Purchaser(s) agree(s) to buy and Seller(s) agree(s) to sell that lot or parcel of land, with improvements thereon situated in **Richland** County, State of **South Carolina** and being described as follows: **TMS# 13708-22-06.**

**The Property address: 612 Hemphill St. Columbia, SC 29205**

**Conveyance Shall Be Made.** Conveyance shall be made subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations.

**Price** The purchase price is One Hundred and Eighty-Seven Thousand and No/100 (**\$187,000.00 Dollars**) and shall be paid by the Purchaser as follows: Five Hundred and No/100 **\$500.00 Dollars** (same as required down-payment) upon execution of the Contract as an earnest money in certified funds towards the purchase price.

**Closing Cost.** The Purchaser shall pay all pre-paid items to include 1<sup>st</sup> year annual home owners insurance, required property taxes, and insurance escrow due at closing. Purchaser is responsible for the preparation of the deed; and any deed of trust; the fees of the Purchaser closing attorney. The Seller shall pay all allowable closing cost not to exceed **One-Thousand Five-Hundred Dollars 00/100 (\$1,500.00).**

**Contract Contingencies:** This closing is contingent upon the Purchaser receiving financing from the City of Columbia's Community Development Home Loan Program and meeting all the required underwriting and income requirements of the loan program.

**Conveyance Date of Closing.** The closing shall take place within sixty (60) days from the date of this contract. Seller(s) agree(s) to convey by marketable title and deliver a proper statutory warranty deed with power duly renounced, if applicable, and free of encumbrances, except as herein stated, with all stamps affixed thereto. The deed shall be prepared in the name of **Ernest Berry.**

**Adjustments:** Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Tax proration pursuant to this Contract is to be based on the tax information available and deemed reliable by the Closing Attorney on the date of closing and to be prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change of ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied through date of closing and Buyer will pay for those assessments levied after the date of closing.

**Condition of Property.** This property is being sold "*As Is*". Purchaser may have home inspection done within 10 days from complete execution of said contract. This may include CL-100, HVAC or other inspections or tests done to determine the condition of property. Seller will have no obligations to make any repairs or replacements to property identified as a result of inspections.

**Home Warranty Coverage:** Buyer and Seller agree that a home warranty will ( ) will not ( **X** ) be provided at closing.

**Condition of Title.** At the closing, the premises shall be conveyed with good, marketable and insurable fee simple title subject to the following:

- (a) Taxes: Real Estate taxes for the current year and future years;
- (b) Easements and Right-of-Way: Easements and right-of-way of record or as would be shown by a current survey; provided, however, Seller warrants that said easements and right-of-way do not materially affect the premises or unreasonably interfere with purchaser's intended use;
- (c) Restrictions of record.

**Possession.** Possession of said premises will be given to the Purchaser on the day of the closing.

**Default.** If the Purchaser shall default under this agreement, the Seller shall have the option of suing for damages including but not limited to reasonable attorney's fees or rescinding this contract. The earnest money shall be paid to the Seller. Upon default by the Seller, the Purchaser shall have the option of suing for damages or specific performance, or rescinding this contract. Upon default by the Seller, if the Purchaser elects to rescind this agreement, the purchaser will be refunded all sums paid hereunder.

**Other Terms:** The following assistance is being provided to the Buyer as part of HUD's guidelines of affordable mortgage lending.

- (a) At closing, The City will pay on behalf of the Buyer up to **One-Thousand Five-Hundred 00/100 (\$1,500.00)** Dollars to be used exclusively to pay for Buyer's closing cost. This amount plus any equity realized in this transaction by the Buyer, based upon the appraised value of the property, will be recorded as a loan that is forgivable over a **Fifteen (15) year period.**
- (b) The amount of this loan shall be **One-Thousand Five-Hundred and 0/100 (\$1,500.00)** Dollars for closing cost plus **Fifty-Six Thousand Five-Hundred and 0/100 (\$56,500.00)** Dollars equity realized for a total loan amount of **Fifty-Eight Thousand and 0/100 (\$58,000.00)** Dollars. Additional terms of this loan are that the Buyer must occupy and use the property as their primary residence during this **Fifteen (15) year period,** and should the property be sold or cease to be used as the Buyer's primary residence during this **Fifteen (15) year period,** the forgivable loan balance must be repaid at a prorated basis. This loan of **Fifty-Eight Thousand Fifty and 0/100 (\$58,000.00)** Dollars will be a subordinate lien to the first mortgage.
- (c) Six and Sixty-Sixth Hundredths (6.66%) per cent per year of the original amount of **Fifty-Eight Thousand and 0/100 (\$58,000.00)** Dollars shall be forgivable and not required to be repaid on each anniversary date of the loan, not to exceed **Fifteen (15) years,** at which time this debt will be fully discharged and forgiven.

**Effect of Contract.** The parties hereto further agree that this written contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

**Binding Contract.** This contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

**Disbursing Agent.** It is agreed by both parties that all money paid under the contract shall pass through the hands of the **TBD,** and he/she shall act as disbursing agent for both parties hereto.

**Extension Agreement.** Time is of the essence; however, if the transaction is not closed within the stipulated time limits of this contract, then both parties agree to extend said contract for a period not to exceed fifteen (15) days from the date designated for original closing.



Cashier's check. Purchaser must have a cashier's check, or certified funds when completing this transaction.

Commissions. None.

SIGNATURES BELOW SIGNIFY ACCEPTANCE OF ALL TERMS AND CONDITIONS  
STATE HEREIN.

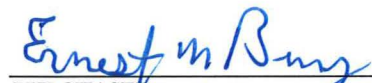
SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:


APPROVED AS TO FORM

  
Legal Department City of Columbia, SC  
2/22/2022

  
WITNESS

  
PURCHASER  
Date: 3-22-2022

  
WITNESS

  
SELLER  
City of Columbia, SC  
By: Teresa Wilson  
Its: City Manager  
Date: 3/22/2022