

ORIGINAL  
STAMPED IN RED

RESOLUTION NO.: R-2023-045

*Authorizing the City Manager to execute a Contract for Sale and Purchase of Real Estate  
between the City of Columbia and Lucas Properties, LLC for the purchase of  
1507 Harden Street, Richland County, TMS #11407-10-10*

BE IT RESOLVED by the Mayor and City Council this 16<sup>th</sup> day of May, 2023, that the City Manager is hereby authorized to execute the attached Contract for Sale and Purchase of Real Estate and any documents necessary on a form to be approved by the City Attorney, between the City of Columbia and Lucas Properties, LLC to consummate the purchase of 1507 Harden Street, Richland County, TMS 11407-10-10 for Three Hundred Thirty-five Thousand and No/100 (\$335,000.00) Dollars.

*(Funding Source: 403)*

Requested by:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Mayor

Approved by:

Cheresa B. Wilson  
City Manager

Approved as to form:

[Signature]  
City Attorney

ATTEST:

[Signature]  
City Clerk

Introduced: 5/16/2023

Final Reading: 5/16/2023

## CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

**THIS CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE** (the "Contract") is made and entered into as of the 24th day of May, 2023, by and between **CITY OF COLUMBIA, SOUTH CAROLINA**, (hereinafter referred to as "**Purchaser**") and **LUCAS PROPERTIES, LLC**, a South Carolina limited liability company (hereinafter referred to as "**Seller**"). The "**Effective Date**" of this Contract shall be the date on which the last party signs this Contract.

### WITNESSETH:

**THAT FOR** and in consideration of the mutual covenants, agreements and undertakings herein set forth, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller the real property described in Paragraph 1 below on the terms and conditions hereinafter set forth:

1. **Description of Property.** The property which is subject to this Contract consists of all those certain pieces, parcels, or lots of land, and all improvements, furniture, fixtures, personal property and equipment thereon, located at 1507 Harden Street, Columbia, SC 29201 and identified as Richland County Tax Map Number R11407-10-10 and being generally shown on Exhibit A attached hereto (the "**Property**"). Seller acknowledges that there is some uncertainty in the Property address but that the Property shall be generally as depicted on Exhibit A attached hereto.

2. **Purchase Price.** The purchase price for the Property shall be \$335,000 (the "**Purchase Price**") and shall be paid by the Purchaser as follows:

(a) The sum of \$25,000.00 as earnest money for the Property (the "**Initial Earnest Money**") shall be deposited with Burr & Forman, LLP ("**Escrow Agent**") within five (5) business days after Purchaser's approval and execution of this Contract. All Earnest Money (as hereinafter defined) shall be applicable to the Purchase Price at Closing.

(b) The balance of the Purchase Price shall be delivered in immediately available funds at Closing (as defined below).

3. **Closing.** The "**Closing**" of the transaction herein provided shall be held not later than fifteen (15) days after the expiration of the Inspection Period (as defined herein) at the offices of Purchaser's counsel or by mail.

4. **Purchaser's Rights Prior to Closing - Inspection Period.**

(a) For a period not to exceed forty five (45) days from the date the Seller delivers a signed Contract and access agreement to Purchaser that are acceptable to Purchaser (such period being herein referred to as the "**Initial Inspection Period**"), the Purchaser, its authorized agents and employees, as well as others authorized by the Purchaser, shall have full and complete access to the Property and shall be entitled to enter upon the Property and make such surveying, architectural,

engineering, structural, topographical, geological, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measurements (collectively, the "**Investigations**") as the Purchaser deems reasonably necessary or advisable in order to determine if the Property is acceptable to Purchaser, so long as same do not result in any material adverse change to the physical characteristics of the Property. Purchaser shall restore any disturbance of the Property caused by the Investigations in the event Purchaser fails to close, or terminates this Contract.

(b) If Purchaser has not received a final survey of the Property acceptable to Purchaser by the end of the Initial Inspection Period, the Initial Inspection Period shall be extended by an additional twenty (20) days (the Initial Inspection Period as so extended, the "**Inspection Period**") to allow receipt of such survey and Purchaser will deposit an additional \$10,000 as earnest money (the Initial Earnest Money together with the additional \$10,000 earnest money, the "**Earnest Money**").

(c) At any time prior to the expiration of the Inspection Period, the Purchaser shall have the right to terminate this Contract if the Purchaser, in Purchaser's sole discretion, determines that the Property is not suitable for Purchaser's intended purposes. If the Purchaser elects to terminate pursuant to this paragraph, it shall give written notice of such termination to the Seller and to the Escrow Agent prior to the expiration of the Inspection Period. Upon such termination, the Escrow Agent shall return the Earnest Money to the Purchaser, and neither party shall have any further rights or obligations hereunder except for any obligations of the Purchaser under (a) above.

5. **Title.** The Purchaser's obligations hereunder shall be conditioned upon the Seller's delivery of a good marketable and insurable fee simple title to the Property (at standard rates), by limited warranty deed, free and clear of all liens, encumbrances and conditions which in the sole discretion of the Purchaser would adversely affect the use and marketability of the Property.

6. **Title Examination.** Prior to the end of the Inspection Period, Purchaser shall deliver to Seller a written statement of objections, if any, to Seller's title to the Property (the "**Title Objections**") and Seller shall have (10) days after receipt of the Title Objections in which to advise Purchaser if Seller intends to cure the Title Objections. In the event Seller notifies Purchaser if Seller's election not to cure the Title Objections, or fails to cure or remove said objections within said period (or within such longer period as may be approved by Purchaser in writing), then, Purchaser may (i) waive all or any of the Title Objections and close the transaction with no reduction in the Purchase Price, in which event the uncorrected and unremoved Title Objections shall be deemed waived by Purchaser and shall thereafter be permitted exceptions to title under this Contract; and/or (ii) terminate this Contract, by notice of the same delivered to Seller at or before Closing. In such event of a termination of this Contract, the Earnest Money shall immediately then be returned to Purchaser and no party hereto shall have any further rights, liabilities or obligations hereunder.

7. **Seller's Representations and Warranties.** Seller makes the following representations and warranties to Purchaser, each of which shall be true and complete as of the date of this Contract and as of the date of Closing:

(a) The Seller is a limited liability company organized and in good standing under the laws of the State of South Carolina.

(b) The Seller has full power and authority to enter into this Contract and to perform all its obligations hereunder; the execution and delivery of this Contract and the performance by Seller of its obligations hereunder have been duly authorized by such action as may be required, and no further action or approval is required in order to constitute this Contract as a binding and enforceable obligation of Seller.

(c) There is no action, suit or proceeding, pending or threatened against or materially affecting the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(d) Seller is the sole owner of the Property and has good and marketable title thereto and the sole authority to convey the Property.

(e) There are no tenants or parties with any right to possess all or any portion of the Property. No person or entity has any right or option to acquire the Property or any portion thereof.

(f) To the best of Seller's knowledge, the Property is not affected by the presence and/or harmful effects of any asbestos, toxic, or hazardous substances as defined by applicable federal, state, or local laws affecting the Property. To the best of Seller's knowledge, there are no underground storage tanks currently located at the Property or which have been located at the Property in the past.

(g) There are no mortgages or other liens encumbering the Property.

(h) There are no management agreements or service contracts in place on or benefitting the Property.

(i) All property taxes on the Property have been paid through December 31, 2022.

(j) The Property has not been designed as a historical landmark or other similar classification.

8. **Seller's Covenants.** Seller covenants and agrees with Purchaser that from the Effective Date until the Closing Date:

(a) Seller shall manage, operate and maintain the Property in substantially the same manner as it has prior to the Effective Date.

(b) Seller shall not, without Purchaser's prior written consent: (i) amend, grant concessions regarding, or enter into any contract, easement or other agreement that will be an obligation affecting the Property after Closing or binding on Purchaser after Closing, or (ii) list the Property with any broker or otherwise solicit, negotiate or accept any offers to sell, lease or develop

all or any part of the Property.

(c) Seller shall maintain in existence all licenses, permits and approvals necessary or reasonably appropriate concerning the ownership, operation or improvement of the Property as well as all insurance currently affecting the Property in such amounts and under such terms as are substantially consistent with Seller's existing insurance program.

(d) Seller shall provide written notice to Purchaser promptly after Seller has knowledge or notice of any material litigation, arbitration proceeding or administrative hearing a(including condemnation) before any governmental authority that affects the Property or Seller, including any proceeding that could reasonably be expected to affect Seller's ability to consummate the transactions contemplated by this Contract.

(e) Seller shall deliver to Purchaser promptly after receipt thereof copies of any written notices of violations or other material written notices regarding the Property received by Seller.

(f) Seller shall continue to pay or cause to be paid all real estate and personal property taxes, and water and sewer charges, in respect of the Property in the ordinary course of business and in a manner consistent with past practice.

(g) Seller shall not cause or permit to arise or be granted in favor of any person or entity any lien against the Property (or any portion thereof), including any option to purchase, or a right of first offer or refusal to purchase, all or any portion of the Property.

(h) Seller shall terminate any existing property management agreements with respect to the Property at Closing. All termination fees and any other costs and expenses relating to such termination shall be the responsibility solely of Seller.

(i) Seller shall deliver a notice of termination with respect to all service contracts with respect to the Property except any that the Purchaser in its discretion elects to assume. All termination fees and any other costs and expenses relating to such termination shall be the responsibility solely of Seller.

## **9. Default and Remedies.**

(a) In the event that the terms and conditions of this Contract have been satisfied and Purchaser does not purchase the Property in accordance with the requirements of this Contract within the time limits herein set forth, Seller, as Seller's sole and exclusive remedy, may declare this Contract cancelled in which event the Earnest Money shall be paid to the Seller as full liquidated damages and not as a penalty, and as Seller's sole remedy hereunder, it being agreed that the Seller's damages would be difficult or impossible to ascertain.

(b) In the event of Seller's breach of any of its obligations hereunder, Purchaser shall have the following rights and options as Purchaser's sole and exclusive remedies to either:  
(i) immediately terminate this Contract in whole or in part upon written notice to the Seller and receive back the full amount of the Earnest Money and upon return of same the parties hereto shall have no further rights and obligations or liabilities to each other hereunder as to

the Property being terminated or (ii) demand and compel by an action for specific performance or similar legal proceedings, if necessary, for the immediate conveyance of the Property by Seller in compliance with the terms and conditions of this Contract, and to recover all costs and expenses, including reasonable attorneys fees incurred by Purchaser in such action.

10. **Closing Costs.** Seller shall pay the expense of preparation of the deed, deed recording fees, the fees of Seller's attorney directly related to the closing of the transaction contemplated in this Contract and a pro-rata portion of ad valorem real property taxes for the year in which the Closing occurs. The Purchaser shall pay the documentary deed fees or transfer stamps, premium for the owner's title insurance policy to be issued to the Purchaser, the costs incurred by the Purchaser in connection with its Investigations of the Property, a pro-rata portion of ad valorem real property taxes for the year in which the Closing occurs and the fees of Purchaser's attorneys.

11. **Conditions to Closing.** In addition to all other conditions set forth in this Agreement, Purchaser's obligation to close the transactions contemplated herein is conditioned on the satisfaction, or Purchaser's waiver, of the following:

(a) The title company selected by Purchaser shall agree to furnish and deliver to Purchaser an Owner's Policy of Title Insurance (the "**Policy**"), which Policy shall include any extended coverage and/or endorsements requested by Purchaser, as of the Closing, insuring fee simple title to the Land and Improvements in Purchaser, in a face amount equal to the Purchase Price, and containing no exceptions other than those acceptable to Purchaser.

(b) Seller's representations and warranties set forth in this Contract shall be true and correct as of the Effective Date and the Closing Date.

(c) Seller performing, satisfying and complying with all covenants, agreements and conditions required of Seller in this Contract prior to Closing.

(d) There shall be no material adverse change in the condition of the Property between the expiration of the Inspection Period and the Closing Date.

(e) No violation of any application law or other agreement exists that would enjoin the sale of the Property to the Purchaser as provided in this Contract.

If any of the forgoing conditions to Closing are not satisfied or waived by Purchaser prior to the Closing Date, then Purchaser, at its option, may terminate this Agreement in whole or in part and the Earnest Money (or the applicable portion thereof) shall be promptly returned to Purchaser.

12. **Delivery of Deed and Application of Earnest Money.**

(a) At Closing, Seller shall deliver to the Purchaser or Closing Attorney (as hereinafter defined) the following with respect to the Property, all in form reasonably satisfactory to Purchaser and Seller:

(i) A limited warranty deed ("Deed"), executed and acknowledged by the applicable Seller as of the Closing date;

(ii) If requested by Purchaser, a quit-claim deed containing a legal description based on the new survey;

(iii) A bill of sale (the "Bill of Sale"), executed by the Seller as of the Closing Date;

(iv) A certificate and affidavit of non-foreign status, executed by Seller as of the Closing Date;

(iv) Appropriate resolutions, articles, bylaws and other evidence required by the Purchaser's title company ("Title Company") and Purchaser to evidence the Seller's authority to execute and deliver the Deed and other closing documents;

(v) A South Carolina certificate of existence, dated no more than thirty (30) days prior to Closing;

(vi) An executed closing statement in a form reasonably acceptable to Seller and Purchaser;

(vii) An owner's affidavit and a gap indemnity reasonably satisfactory to Title Company and Purchaser;

(viii) 1099-S;

(ix) South Carolina tax withholding affidavit;

(x) South Carolina tax compliance letter, dated no more than thirty (30) days prior to Closing or transfer affidavit;

(xi) Such affidavits or letters of indemnity as the title insurance company which is to insure the title to the Property shall reasonably require in order to issue, without extra charge, policies of title insurance free of any exceptions for (a) unfiled mechanics', materialmen's or similar liens; (b) to delete any standard title exceptions relating to matters created by Seller between the date of the last title update and the date of Closing; and (c) to delete any standard title exceptions relating to matters not disclosed by the applicable land title records for the Property or the Survey that are known to the Seller and/or that could be learned from inquiry of Seller;

(xii) A certificate stating that all representations and warranties are true, complete and correct as of the Closing Date;

(xiii) All keys, fobs, access codes, alarm system codes and the like for the Property;

(xiv) A written agreement with Purchaser as to the post- closing cooperation and the conclusion of all matters between the Seller and Purchaser (the "Post Closing Agreement"); and

(xv) All other documents reasonably necessary to effectuate the transaction under the terms of this Contract.

(b) At the Closing, Purchaser shall deliver to Seller or the Closing Attorney, as applicable, the following with respect to the Property:

(i) Purchaser shall have deposited in escrow with the Closing Attorney the Purchase Price by wire transfer (plus or minus the net adjustments computed hereunder).

(ii) An executed closing statement in a form reasonably acceptable to Seller and Purchaser;

(iii) The Post Closing Agreement, in form and substance satisfactory to Purchaser; and

(iv) All other documents reasonably necessary to effectuate the transaction under the terms of this Contract.

(c) Upon receipt of the Purchase Price at the time of Closing and at such time as Purchaser's attorney (the "**Closing Attorney**") is in a position to disburse the same in accordance with the signed closing statement, the Closing Attorney shall be authorized to cause the final title update to be conducted and the Deed recorded, after which all disbursements provided for on the closing statement, including the net proceeds payable to the Seller, shall be made promptly. The Earnest Money shall be delivered to the Seller and applied against the Purchase Price.

13. **Brokerage.** Seller's broker for this transaction is Todd Realty Partners, who shall be compensated by Seller in accordance with their separate agreement. Seller and Purchaser represent and warrant each to the other that they have not dealt with any other brokers in connection with this transaction. To the extent permitted by law, either party guilty of a breach of this representation and warranty shall indemnify the other party for any claims, suits, liabilities, costs, judgments and expenses, including reasonable attorneys' fees for commissions resulting from or arising out of such party's actions in violation of this representation and warranty. These warranties shall survive the Closing.

14. **Notices.** All notices, demands and requests which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Contract, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; or (ii) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; or (iii) delivered in person to the address set forth below for the Party to whom the notice was given; or (iv) deposited into the custody of a recognized overnight delivery service such as Federal Express or UPS, addressed to such party at




the address specified below; or (v) sent by email, provided that receipt for such facsimile or email is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this Contract, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Purchaser:

City of Columbia  
1737 Main Street  
Columbia, SC 29201  
Attention: Missy Gentry  
Email: Missy.Gentry@ColumbiaSC.gov

If to Seller:

Lucas Properties, LLC  
  
Email: \_\_\_\_\_

dotloop verified  
05/10/23 5:17 PM EDT  
AOKN-XJ00-E90I-ZD9P

15. **Governing Law.** This Contract shall be governed, interpreted and construed under the laws of the State of South Carolina.

16. **Assignment.** If either party assigns its rights hereunder, it will nevertheless remain primarily liable for the performance of its obligations hereunder.

17. **Time of the Essence.** Time is of the essence in the performance of the terms and conditions of this Contract.

18. **Risk of Loss.** Seller shall bear all risk of loss until the Closing. In the event that prior to the Closing, the improvements are damaged by fire or other casualty of any nature whatsoever, Seller shall promptly give Purchaser written notice thereof, and Purchaser, at its sole option, may elect to terminate this Contract in whole or in part.

19. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had between these parties are merged herein. This Contract may not be changed orally but only by an agreement in writing signed by both the Purchaser and the Seller. No waiver of any of the provisions to this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Contract shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates set forth below.

IN THE PRESENCE OF:

PURCHASER

City of Columbia

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date signed by Purchaser: \_\_\_\_\_, 2023

SELLER

Lucas Properties, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: 

*Andrew Lucas, as manager*

dotloop verified  
05/10/23 5:17 PM EDT  
NULN4OSK-VKNA-HMWE

\_\_\_\_\_  
Its: \_\_\_\_\_

Date signed by Seller: 05/10/2023, 2023

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates set forth below.

IN THE PRESENCE OF:

PURCHASER

City of Columbia

APPROVED AS TO FORM  
*[Signature]*  
Legal Department City of Columbia, SC  
05/10/2023

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_

By: *Teresa B. Wilson*  
Its: *City Manager*  
\_\_\_\_\_

Date signed by Purchaser: May 24th, 2023

SELLER

Lucas Properties, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

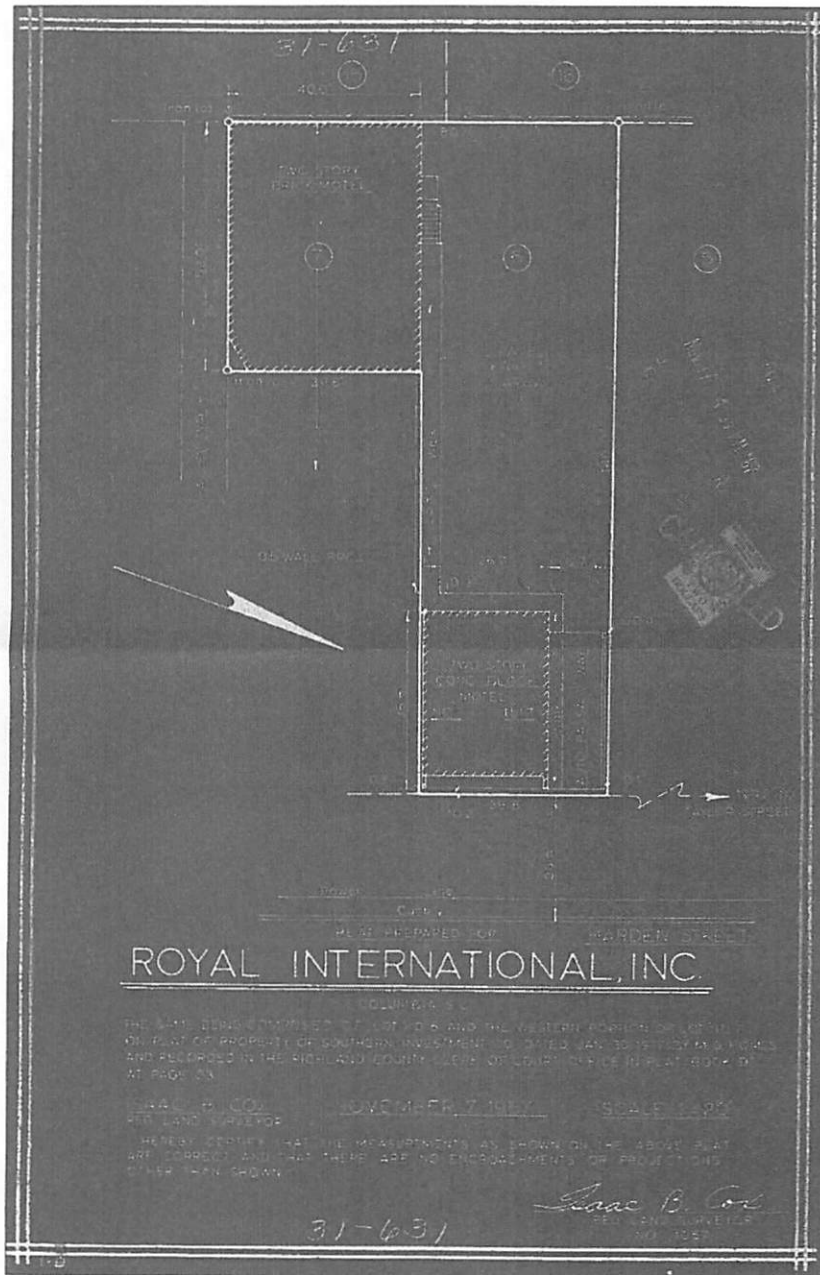
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date signed by Seller: \_\_\_\_\_, 2023

**EXHIBIT "A"**

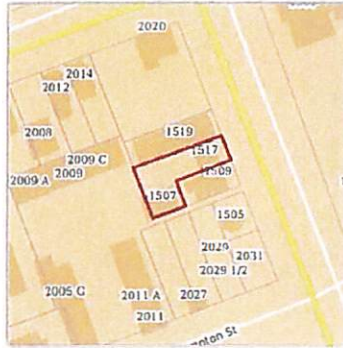
**PROPERTY DEPICTION**

**SEE ATTACHED**



## 1517 HARDEN | R11407-10-10

Print



## Address

Address	1517 HARDEN
Municipality	Columbia
School District	Richland School District 1
Garbage Coll. Day	No Pickup
Recycling Coll. Day	No Pickup
Yard Trash Coll. Day	No Pickup
Latitude	34.01028
Longitude	-81.02155
Elevation	295 ft

## Census

Year	2010	2000	1990
Avg Hshld Income	\$21,750	\$27,708	\$11,591
Avg Home Value	\$9,999	\$82,700	\$56,000
Pop. Density (/sqmi)	1,384	1,105	1,208

## Property

TMS	R11407-10-10
Owner	LUCAS PROPERTIES LLC
Beds	0.0
Baths	1.0
Heated Sqft	2,213
Year Built	1963
Tax District	1CC
Land Value	\$62,200
Building Value	\$61,500
Taxable Value	\$123,700
Market Value	\$123,700
Last Sale	\$150,000 (05/02/2022)
Zoning	C-3
Secondary Zoning	
Owner Occupied	

## Political

Voting Precinct	Ward 2
Voting Location	Main Street United Methodist Ch
County Council Dist.	4
County Council Rep.	Paul Livingston
SC Senate Dist.	26
SC Senate Rep.	Nikki G. Setzler
SC House Dist.	74
SC House Rep.	J. Todd Rutherford
County Magistrate Dist.	COLUMBIA
County Magistrate	JUDGE STEPHANIE BESS
Congressional Dist.	6
Congressional Rep.	James Clyburn
Sheriff Region	2

Disclaimer: This application is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local government agencies. Reasonable efforts have been made to ensure the accuracy of this map. However, the information presented should be used for general reference only. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of the information presented herein.