

ORDINANCE NO.: 2019-094

Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of 0.61 acre (26,616.77 square feet) of 1201 Summit Parkway, Richland County TMS #20314-01-02, known as the former Genstar Water Tank Site to Brookland Baptist Church

ORIGINAL
STAMPED IN RED

BE IT ORDAINED by the Mayor and Council this 7th day of January, 2020, that the City Manager is authorized to execute the attached Contract of Sale, or on a form approved by the City Attorney, a deed and any other documents necessary and approved by the City Attorney to consummate the transfer of a 0.61 acre (26,616.77 square feet) portion of 1201 Summit Parkway, Richland County TMS # 20314-01-02, known as the former Genstar Water Tank Site (WM4136), to Brookland Baptist Church for the sum of Thirty Thousand and No/100 (\$30,000.00) Dollars.

Requested by:

Assistant City Manager Gentry



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 12/17/2019

Final Reading: 1/7/2020

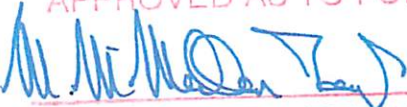
STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AGREEMENT FOR SALE

Agreement made this _____ day of _____, 2019 by and between BROOKLAND BAPTIST CHURCH (Buyer) and the CITY OF COLUMBIA, (Seller) for the property described herein within the City of Columbia.

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

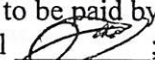

1. **PROPERTY DESCRIPTION:** Buyer agrees to buy and Seller agrees to sell former Genstar Water Tank Site being 0.61 acres or 26,616.77 square feet in the Summit Subdivision near the town of Blythewood in Richland County, South Carolina, located at 1201 Summit Parkway, Columbia, SC 29229 and further identified as Richland County TMS #20314-01-02. A survey of the property is being incorporated herein and made a part hereof as Exhibit "A"; Area being sold is further shown and identified as Parcel "B" on said Exhibit.
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 purchase price is Thirty Thousand and No/100s (\$30,000.00) Dollars, payable by the Buyer to the Seller as follows:
 - a. Upon the execution of this Agreement, the Buyer shall deposit with the Seller the sum of Three Thousand and No/100s (\$3,000.00) Dollars as earnest money;
 - b. Upon delivery of the deed, Buyer shall pay to Seller the balance of Twenty-Seven Thousand and No/100s (\$27,000.00) Dollars in a form designated by Seller.
4. **CLOSING COSTS.** Seller shall pay for deed preparation. All other closing costs, prepaid items, or expenses of the sale will be borne by the Buyer.
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, 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.

APPROVED AS TO FORM

Legal Department City of Columbia, SC

6. **CONDITION OF PROPERTY.** The Property is being sold and conveyed on a strictly "AS-IS", "WHERE-IS" and "WITH ALL FAULTS AND DEFECTS" basis as it exists on the last day of the Inspection Period, ordinary wear and tear excepted, without representation, warranty, or covenant, express, implied or statutory of any kind or nature whatsoever, including without limitation, representation, warranty or covenant as to condition (structural, environmental, mechanical, or otherwise), past or present use, construction, development, lease performance, investment potential, tax ramifications or consequences, income, compliance with law, habitability, tenancies, merchantability or fitness or suitability for any purpose, all of which are hereby expressly disclaimed except as expressly stated herein. The provisions of this paragraph shall survive Closing or termination of this Agreement.

The Buyer shall, in the Buyer's sole discretion and expense, inspect the property or have the property inspected by professionals selected by the Buyer to ascertain the condition of the property within an inspection period of thirty (30) days after the signing of this Agreement. The Buyer shall, in the Buyer's sole discretion and expense, obtain any and all soil reports, environmental tests, and water testing conducted on the property by the Buyer. The Seller hereby grants permission to the Buyer and/or its agents to enter on the property to conduct any inspections, soil reports, environmental tests, and water testing during the Inspection Period and up to thirty (30) days thereafter. Any damages caused by the Buyer or its agents shall be promptly repaired and restored by the Buyer. The results of any such tests and investigations must be satisfactory to the Buyer for continuing with this Agreement.

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.

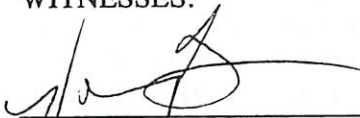
7. **CONDITIONS OF SALE.** Seller and Buyer acknowledge the existence of structural improvements on site at time of execution of this Agreement. Seller agrees to demolish all existing structural improvements, remove all resulting debris and return site to a vacant lot prior to closing and at no cost and/or expense of Buyer. Said existing improvements include out of service Genstar Water Tank and all associated equipment and peripheral structures, including any asphalt or concrete paving.
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 initial ; Seller initial )

9. SELLER'S DEFAULT. If the Seller shall be unable to convey title in accordance with the terms of this Agreement, the sole obligation of the Seller shall be to refund the Buyer's earnest money paid hereunder. Upon the making of such refund, 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. 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.
10. BUYER'S DEFAULT. If the Buyer shall default under this Agreement, the Seller shall have the option of suing for damages or specific performance, or of terminating this Agreement. If the Buyer elects to terminate this Agreement, the earnest money deposit may be retained by Seller as liquidated damages. These remedies are in addition to, and not in place of, all remedies available to the Seller at law or in equity.
11. CLOSING. The closing shall take place on or before TBD. At closing, Seller shall deliver the deed upon Buyer's compliance with the terms and conditions hereof and the earnest money shall be applied to the purchase price. Time is of the essence, but the closing date may be extended by written agreement of the parties. The closing shall take place at 1817 Hampton Street, Columbia, SC 29202
(Starkes Law Firm)
12. POSSESSION. The Seller shall relinquish possession of the property to the Buyer upon closing.
13. 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. The Buyer shall not have the right to assign this Agreement.
14. 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.

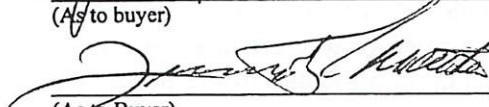
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SIGNED, SEALED AND DELIVERED as of the date first above set forth.

WITNESSES:



(As to buyer)




(As to Buyer)

BROOKLAND BAPTIST CHURCH (BUYER)

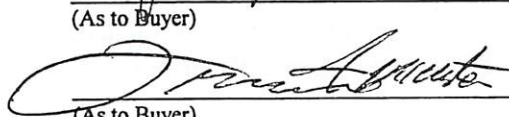
By: 

Name: Dr. Charles B. Jackson, Sr.


Title: Senior Pastor



(As to Buyer)




(As to Buyer)

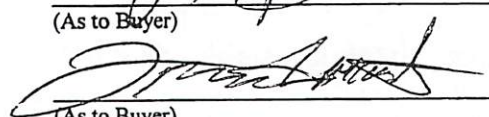
By: 

Name: Michael Ferguson

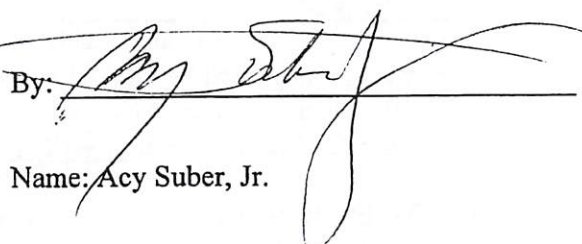
Title: Chairman of Trustees



(As to Buyer)



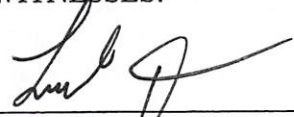
(As to Buyer)

By: 

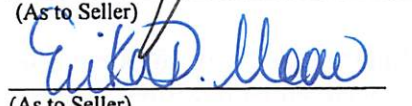
Name: Acy Suber, Jr.

Title: Chairman of Deacons

WITNESSES:

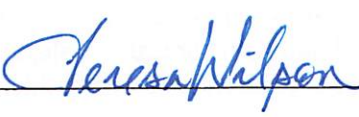


(As to Seller)



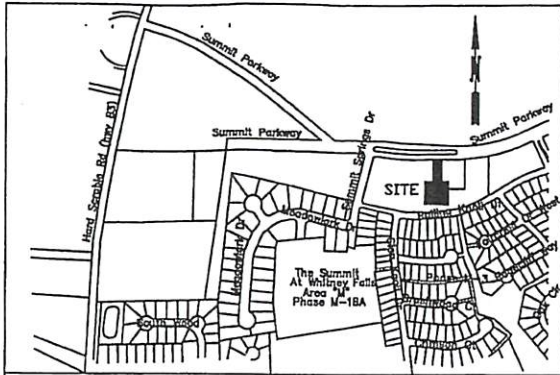
(As to Seller)

CITY OF COLUMBIA (SELLER)

By: 

Name: Teresa B. Wilson

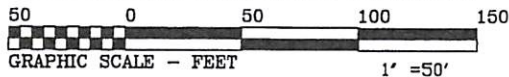
Title: City Manager



VICINITY MAP
NTS

SUBDIVISION AND COMBINATION PLAT OF
CITY OF COLUMBIA
OLD GENSTAR TANK SITE
TMS 20314-01-02

LOCATED IN RICHLAND COUNTY, COLUMBIA, SOUTH CAROLINA



REFERENCE PLATS:

1. RICHLAND CO. TMS SHEET # 20314-01-02
2. GLEN MEADOW VILLAGE AREA "M" PHASE "M-1" "M-2" & "M-3" THE SUMMIT BY B.P. BARBER & ASSOCITES DATED MARCH 18, 1996.
3. PLAT PREPARED FOR THE CITY OF COLUMBIA BY LEON CAMPBELL & ASSOC. INC. DATED JUNE 2, 1988. CF# G-48.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHT OF WAYS AND/OR ANY INFORMATION THAT MAY BE DISCOVERED IN A FULL AND COMPLETE TITLE SEARCH.

I HEREBY STATE THAT 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 THERE IN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

DAVID S. SHARPE SCPLS # 10509

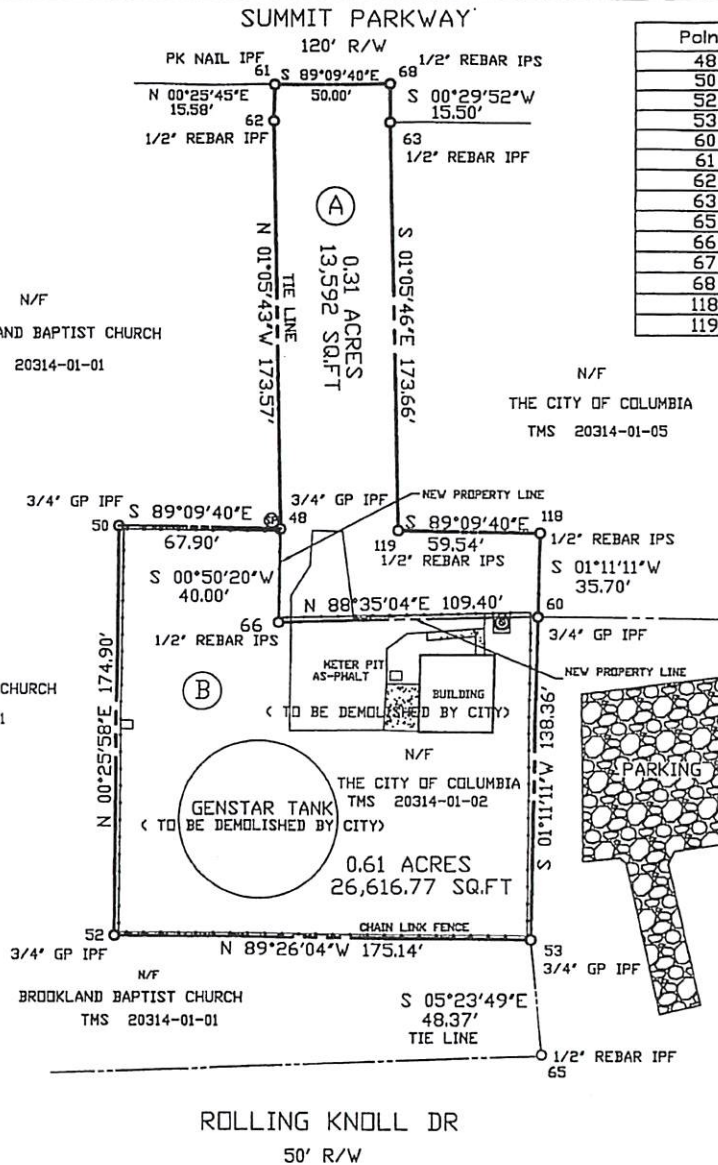
DATE: AUGUST 12, 2019

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAPS, NO. 45079C065 G DATED JANUARY 19, 1994.



N/F
BROOKLAND BAPTIST CHURCH
TMS 20314-01-01

N/F
BROOKLAND BAPTIST CHURCH
TMS 20314-01-01



ROLLING KNOLL DR
50' R/W

Point	Northing	Easting
48	845317.27	2029171.93
50	845318.27	2029104.03
52	845143.37	2029102.71
53	845141.64	2029277.85
60	845279.98	2029280.71
61	845506.40	2029168.73
62	845490.81	2029168.61
63	845490.17	2029218.59
65	845093.49	2029282.40
66	845277.28	2029171.34
67	845276.53	2029280.64
68	845505.67	2029218.72
118	845315.67	2029281.45
119	845316.54	2029221.91

LEGEND

- ⊙ TELEPHONE MH
- ⊙ ELECTRIC MH
- GAS VALVE
- WM - PIT
- ⊙ SANITARY SEWER MANHOLE
- ▣ CATCH BASIN
- ⊙ STORM DRAIN MANHOLE
- ⊙ LIGHT POLE
- ⊙ SERVICE POLE
- ⊙ GUY POLE
- ⊙ POWER POLE
- PH PED
- ⊙ WATER VALVE
- ⊙ STORM DRAIN CONC TOP
- ⊙ FIRE HYDRANT
- GAS LINE
- SEWER LINE
- WATER LINE
- OVER HEAD ELECTRIC

PARCEL "A" TO BE COMBINED WITH TMS 20314-01-05
N/F CITY OF COLUMBIA
PARCEL "B" TO BE COMBINED WITH TMS 20314-01-01
N/F BROOKLAND BAPTIST CHURCH

DEPARTMENT OF
DEPARTMENT OF ENGINEERING

1136 WASHINGTON ST
PH. (803) 545-3400
COLUMBIA SC 29201
FAX: 988-8199



COLUMBIA
A Capital Place To Be

WM 4136

CF# 250-249 B

EXHIBIT
A