

RESOLUTION NO.: R-2019-036

Authorizing the City Manager to execute a Real Estate Purchase Agreement between the City of Columbia and M. Stephen Stublely, John Eric Fulda and Barbara A. Fulda for the purchase of 1113 King Street, Richland County TMS #11414-17-16

BE IT RESOLVED by the Mayor and City Council this 2nd day of April, 2019, that the City Manager is authorized to execute the attached Real Estate Purchase Agreement, or on a form to be approved by the City Attorney, between the City of Columbia and M. Stephen Stublely, John Eric Fulda and Barbara A. Fulda for the purchase of 1113 King Street, Richland County TMS #11414-17-16 for Two Hundred Thirty-six Thousand Three Hundred Fifty and No/100 (\$236,350.00) Dollars.

(Funding Source: U.S Department of Housing and Urban Development's Community Development Block Grant (HUD CDBG))

Requested by:

Assistant City Manager Gentry



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 4/2/2019
Final Reading: 4/2/2019

CITY OF COLUMBIA, SC COMMUNITY DEVELOPMENT DEPARTMENT
REAL ESTATE PURCHASE AGREEMENT

City of Columbia, SC Community Development Department (“Buyer”) agrees to buy, subject to approval by City Council of Resolution No.: R-2019-036, and **M. Stephen Stubley, John Eric Fulda, and Barbara A. Fulda.** (collectively “Seller”) agrees to sell, the real property, and if applicable; the personal property described below (the “Property”):

1. **Description.** The Property is described as follows:

Street Address: 1113 King Street Columbia, SC 29205

Tax Map Information: R11414-17-16

Legal Description: PARCELS B & C 270.1X61.7X102.9X239.3X159.8 - Duplexes

2. **Purchase Price.** The purchase price is Two Hundred Thirty-Six Thousand Three Hundred Fifty and no/100 Dollars (\$236,350.00.) which shall be paid in certified U.S. funds at the closing.

3. **Closing Agent and Attorney.** The closing agent shall be determined by the **City of Columbia, SC Community Development Department.** The closing agent shall disburse the transactional money at the closing, and perform any other duties agreed in writing among Buyer, Seller, and the Closing Agent. Seller is not required to provide an attorney to Buyer for this transaction. However, in the event Buyer chooses to retain a closing attorney, (“Closing Attorney”) Buyer will identify the Closing Attorney to Seller in writing at least ten (10) days prior to the Closing. The Buyer and Seller acknowledge that there may exist a potential conflict of interest in the representation of both Buyer and Seller by the Closing Attorney, in closing this transaction if the Seller is not represented by independent counsel. In such event, both Buyer and Seller agree to sign a Conflict of Interest Disclosure to allow the Closing Attorney to close the within transaction.

4. **Earnest Money.** Buyer has paid to the Seller’s closing agent a deposit of \$ 0 toward the purchase price.

5. **Closing.** This transaction shall be closed on or before April 15, 2019 at the office of the Buyer’s designated Closing Agent. At closing real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the date of closing. Taxes for prior years shall be paid by Seller.

Seller shall also provide:

- A. A duly executed general warranty deed conveying marketable fee simple title in the Property to Buyer subject to easements and restrictions of record as of the Effective Date.
- B. An owner’s affidavit sufficient to enable Purchaser’s title insurance company to delete exceptions as to the mechanic’s liens (other than mechanic’s liens or potential mechanic’s liens which might arise as a result of activities of Purchaser), other monetary liens and other matters.
- C. If seller is not a foreign person, a certificate and affidavit of non-foreign status (FIRTA affidavit), and if Seller is not a qualified United State taxpayer the appropriate amount

shall be withheld and remitted to the Department of Revenue.

- D. A Form I-295 (Seller's Affidavit – South Carolina Withholding Tax) as prescribed by the South Carolina Department of Revenue, and if Seller is not a SC resident the appropriate amount shall be withheld and remitted to the Department of Revenue.
- E. A Transferor's Affidavit, and/or if applicable, a Certificate of Tax Compliance form the South Carolina Department of Revenue dated within (30) days of Closing.
- F. Appropriate resolutions and other evidence reasonably required by Buyer and the title company to evidence Seller's authority to execute and deliver the deed and other documents contemplated hereby.
- G. Possession of the Property.
- H. Such other documents as Buyer may reasonably request.

6. **Assignment.** This Contract shall not be assigned by Seller or Buyer without each parties consent.

7. **Closing Costs.** Seller shall pay all existing loans affecting the Property as applicable; the fee for preparation of the deed and proration of taxes, Buyer's transfer taxes, and recording fees on the deed; and any deed of trust; the fees of Buyer's attorney.

8. **Title.** Seller shall convey to Buyer at Closing a marketable fee simple title in and to the Property. For the purposes of this Agreement, "marketable fee simple title" shall mean fee simple ownership which is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions (as hereinafter defined); and (ii) insurable by a title insurance company reasonably acceptable to Buyer, at then current standard rates under the ALTA Owner's Policy of Title Insurance with all standard printed exceptions therein deleted and without exception other than for the Permitted Exceptions. For the purpose of this Agreement, the term "Permitted Exceptions" shall mean: (i) easements for the installation or maintenance of public utilities serving only the Property provided same do not interfere with development and use of the Property by Buyers; and (iii) all, if any, other easements of record as of the date of Seller's execution of this Agreement provided same do not interfere with the development and use of the Property by Buyer or render title unmarketable. Seller will use reasonable efforts to eliminate claims, liens, and encumbrances other than Permitted Exceptions.

9. **Surveys.** Seller shall promptly provide Buyer with information and documentation (to the extent same is reasonably available) requested by Buyer to facilitate its evaluation of the Property. The Buyer intends to use U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Funds which is governed by 24 CFR 570 and Section 104(d) Housing and Community Development (HCD) Act 24 CFR Part 42 to purchase the Property and Seller authorizes Buyer to take appropriate steps that may be required by HUD including giving notice to existing tenants under Rule 104 (d) Notice to Residential Tenants to be Displaced.

10. **Inspection.**

- Buyer has inspected the Property and accepts it in its present condition.
- Inspection rights are to be determined by Buyer and /or Buyer's agents

11. **"AS IS" Condition/Environmental.**

- a. Buyer acknowledges that they are purchasing the Property "AS IS" as of the date hereof and not on the basis of representations or warranties made by Seller (or anyone claiming to act on the Seller's behalf) either express or implied other than as set forth or provided for herein.
- b. Seller has no knowledge of the presence or existence of any asbestos, toxins, or hazardous substances (as defined or regulated by applicable federal, state or local laws) or contamination

upon or under the Property. Seller shall disclose any reports known to it which outlines the presence of any asbestos, toxins, or hazardous substances or contamination upon or under the Property.

12. **Default.** Should Seller default, Buyer may sue for damages, specific performance of this Agreement, or both. The prevailing party in litigation shall be entitled to recover all costs of enforcement, including reasonable attorney's fees.

13. **Binding Effect of this Agreement.** This Agreement shall be for the benefit of, and be binding upon, the parties, legal representatives and assigns. It constitutes the entire agreement between the parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

14. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of South Carolina.

15. **Cooperation.** Buyer and Seller agree to take promptly all actions reasonably necessary to carry out the responsibilities and obligations of this Agreement.

16. **Effective Date.** This Agreement shall take effect on the date of the last signature hereinbelow.

IN WITNESS WHEREOF, the undersigned has duly executed this Contract this 9th day of April, 2019.

WITNESSES:

Tanya Wabo
(Witness 1 signature)

Quita D. Meow
(Witness 2 signature)

BUYER: CITY OF COLUMBIA

By: Teresa B. Wilson

Name: Teresa B. Wilson

Title: City Manager

APPROVED AS TO FORM

Shamir
Legal Department City of Columbia, SC

IN WITNESS WHEREOF, the undersigned has duly executed this Contract this ___ day of _____, 2019.

WITNESSES:

(Witness signature)

(Witness signature)

(Witness signature)

SELLERS:

M. Stephen Stublely

John Eric Fulda

Barbara A. Fulda