

ORDINANCE NO.: 2017-042

Authorizing the City Manager to execute an Agreement for Sale, deed and any other documents necessary to consummate the transfer of approximately 0.38 acres (16,553 SF) known as 611 Blanding Street and 615 Blanding Street, Richland County TMS #09010-11-17 and TMS #09010-11-16 to Matt Varner

ORIGINAL
STAMPED IN RED

BE IT ORDAINED by the Mayor and Council this 13th day of June, 2017, that the City Manager is authorized to execute the attached Agreement for Sale, deed and any other documents necessary and approved by the City Attorney to consummate the transfer of approximately 0.38 acres (16,553 SF) known as 611 Blanding Street and 615 Blanding Street, Richland County TMS #09010-11-17 and TMS #09010-11-16 to Matt Varner for Fifty Thousand and No/100 (\$50,000.00) Dollars, being the highest bid greater than or equal to market value.

Requested by:

City Manager _____



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 5/16/2017
Final Reading: 6/13/2017

STATE OF SOUTH CAROLINA)

AGREEMENT FOR SALE

COUNTY OF RICHLAND)

Agreement made this 26th day of June, 2017 by and between MATT VARNER (Buyer) and the CITY OF COLUMBIA (Seller) for the property described herein within the town of Irmo.

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

1. PROPERTY DESCRIPTION: Buyer agrees to buy and Seller agrees to sell approximately 0.38 acres in total being two contiguous vacant lots located at (I) 611 Blanding Street, Columbia, SC 29201 and further identified as Richland County TMS #09010-11-17 and (II) 615 Blanding Street, Columbia, SC 29201 and further identified as Richland County TMS #09010-11-16. A GIS map of the property is being incorporated herein and made a part hereof as Exhibit "A".
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 Fifty Thousand and No/100s (\$50,000.00) Dollars as per the result of being the highest bid, payable by the Buyer to the Seller as follows:
 - a. Upon the execution of this Agreement, the Buyer shall deposit with the Seller Two Thousand Five Hundred and No/100s (\$2,500.00) Dollars as earnest money via certified funds to be held by seller until closing.
 - b. Upon delivery of the deed, Buyer shall pay to Seller Forty Seven Thousand Five Hundred and No/100s (\$47,500.00) Dollars in U.S. dollars by cash or certified funds.
4. CLOSING COSTS. Seller shall pay for deed preparation, if applicable. All other closing costs, prepaid items, deed stamps, attorney fees or expenses of 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.

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, 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 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. **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 lh ; Seller initial _____)
8. **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.
9. **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.



10. 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 Ronald Dodgen 900 Elmwood Ave Suite 102
Columbia, SC 29201
11. POSSESSION. The Seller shall relinquish possession of the property to the Buyer upon closing.
12. 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.
13. 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.

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

WITNESSES:


(as to buyer)


(as to buyer)


(as to seller)

(as to seller)

MATT VARNER
(BUYER)

By: 

(Signature)

CITY OF COLUMBIA
(SELLER)

By: 

Title: City Manager

APPROVED AS TO FORM

NAH 4.12.17

Legal Department City of Columbia, SC

EXHIBIT A

611 & 615 Blanding Street – City Property

