

ORDINANCE NO.: 2009-126

Authorizing the transfer of an unopened portion of Catawba Street
approximately 0.09 acre (3,981.07 square feet) adjacent to
Richland County TMS #08913-18-01 and 08913-02-02 to Chase Company

ORIGINAL
STAMPED IN RED

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this 3rd day of February, 2010, that the City Manager is hereby authorized to execute the attached Sales Agreement, and a Quit Claim Deed and any closing documents necessary to effect the conveyance of an unopened portion of Catawba Street being approximately 0.09 acre (3,981.07 square feet) adjacent to Richland County TMS #08913-18-01 and 08913-02-02 to Chase Company for the sum of Fifteen Thousand Nine Hundred and No/100 (\$15,900.00) Dollars. The conveyance and acceptance shall also include the reservation of easements as contained in the aforementioned Sales Agreement, which shall also be incorporated into the Quit-Claim Deed. The property is more fully shown and delineated as Exhibit "A" on a Boundary Plat prepared for the City of Columbia by the Department of Engineering dated October 2, 2009, a copy of which is attached hereto and incorporated herein by reference.

Requested by:

Steve Gantt, City Manager



MAYOR

Approved by:

City Manager

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced: 1/20/2010
Final Reading: 2/3/2010

Teika D. Salley
City Clerk

CONVEYANCE DATE OF CLOSING

Seller agrees to convey by quit-claim deed. This Contract is subject to all restrictions and easements of record. The deed shall be prepared in the name of the Chase Company or its designee and delivered at the offices of Purchaser's attorney, or stipulated place of closing and transaction closed on or before December 18, 2009, or earlier as may be set by the parties.

POSSESSION

Possession of said premises will be given Purchaser at closing.

REMARKS

Property being sold in "as is" condition.

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. In the event the Contract is rescinded because of Purchaser's default, the earnest money, if any, shall be paid to the Seller. Upon default by the Seller, the Purchaser shall have been entitled to a return of all earnest money and rescinding this Contract as its sole and exclusive remedy.

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, and assigns as state law permits.

SURVEY

Purchaser may elect to pay for a survey of subject property to be conveyed and provide seller a duplicate original copy of such survey. Seller reserves the right to approve the accuracy of the survey concerning the extent of this conveyance.

Purchaser's initials



Seller's initials



TITLE EXAMINATION

Purchaser agrees to pay, at its sole option and discretion, for an examination of the title to subject property and shall pay for any other closing costs which Seller does not expressly agree to pay. Purchaser may cancel and terminate this contract prior to closing if it can not obtain satisfactory evidence of title, including title insurance, if applicable.

CONTINGENCIES

This Agreement is contingent upon approval by the City Council for the City of Columbia

Signatures below signify acceptance of all terms and conditions stated herein, on all pages.


Witness 1 as to seller


City of Columbia, Seller

By its City Manager

Witness 2 as to seller


Witness 1 as to buyer


Chase Company, Buyer
By its GENERAL PARSON


Witness 2 as to buyer

Purchaser's initials 

Seller's initials 

EXHIBIT A

All that certain piece, parcel, and lot of land containing 0.09 acres, more or less, located in the State of South Carolina, County of Richland, City of Columbia, and being shown and designated as a fifty foot (50.0') right of way of Catawba Street on a plat prepared for the City of Columbia by the City of Columbia Department of Utilities and Engineering dated October 2, 2009, a copy said plat being maintained in the City of Columbia Engineering File CF# 251-76 and incorporated herein by reference.

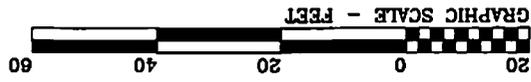
Conveyance shall be made subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations, and the Seller hereby reserves unto itself, its successors and assigns, perpetual easements for any storm drain lines, sewer lines, water lines, and/or any other utility lines of Seller which may be within the subject property not evidenced of record by a recorded grant or easement, and which exists as of the effective date of this Agreement. The easement for storm drain, sewer, and/or water shall be fifteen feet (15") in width with the line being the centerline. The easement shall be for maintenance, repair, replacement and operation of any such lines. Purchaser shall have the option, at its own expense, to relocate all utilities located on the property: 1) that interfere with the Purchaser's use or 2) whose operation or maintenance will be impacted by Purchaser's use. If relocation is required, it shall be done in the manner and to the location directed by Seller. All aspects of the relocation are subject to the approval of the owner of the utility, including but no limited to plans, designs, and construction.



COLUMBIA
A Capital Place To Be
CF # 251-76

DEPARTMENT OF
UTILITIES AND ENGINEERING
1136 WASHINGTON ST
PH. (803) 645-3400
COLUMBIA SC 29201
FAX: 888-8199

CITY OF COLUMBIA
PLAT PREPARED FOR
CATAWBA ST.

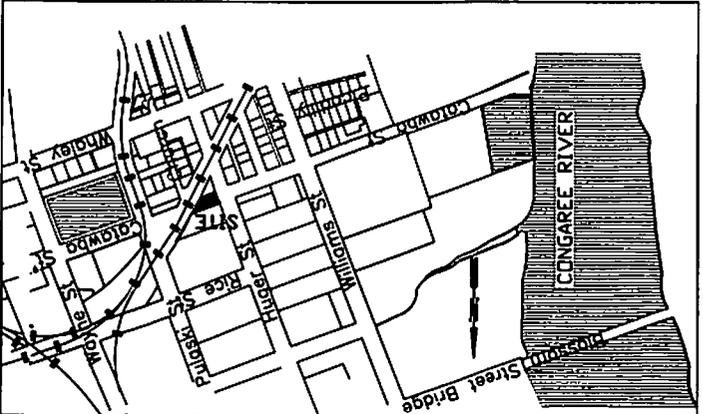


LOCATED IN RICHLAND COUNTY, COLUMBIA SC

- REFERENCE PLATS:
1. PLAT PREPARED FOR HUGER STREET ASSOCIATES BY GEOSURV ASSOCIATES DATED OCTOBER 4, 1985 AND RECORDED IN THE RICHLAND CO ROD OFFICE IN PLAT BOOK 50 PAGE 6747.
 2. DEED 161 PAGE 216
 3. TMS 08913-18-01 AND 02.

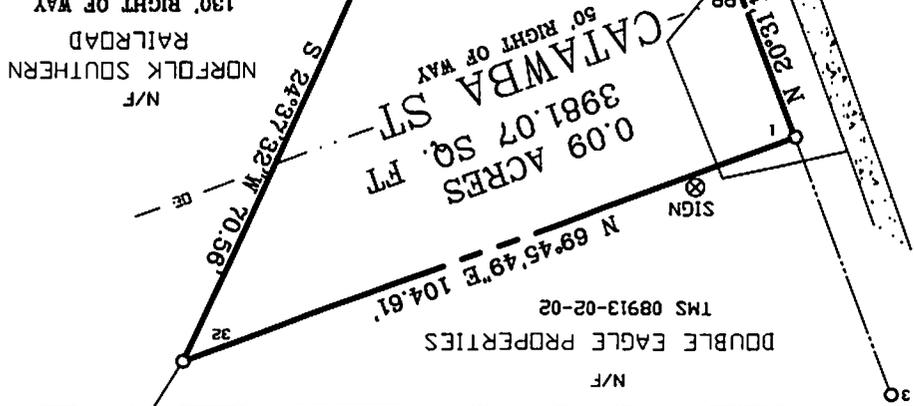
Point	Northing	Easting	Description
1	783127.81	1988075.10	MAIL IPF
3	783254.09	1988027.83	1/2" REBAR IPF
32	783163.79	1988173.25	1/2" REBAR IPF
34	783029.77	1988111.82	RR SPIKE IPF
35	783080.76	1988092.63	RR SPIKE IPF
39	783089.65	1988143.85	3/8" REBAR IPS

VICINITY MAP
1" = 1000'



NORFOLK SOUTHERN RAILROAD
130' RIGHT OF WAY

DOUBLE EAGLE PROPERTIES
TMS 08913-02-02



HUGER ST
100' RIGHT OF WAY
(S 40-106)



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 THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

DAVID S. SHARPE SCPLS # 10609
DATE: OCTOBER 2, 2009

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 THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAPS, NO. 45078C0094 G DATED JANUARY 19, 1994.