

**ORDINANCE NO.: 2002-036**

*Authorizing City Manager or First Assistant City Manager to execute Addendum #3 to the Contract of Sale with Avant Developments, LLC for the transfer of approximately 15.31 acres on Pelham Drive, Richland County TMS #13715-01-02 (eastern portion), and to create an easement in favor of Avant Developments, LLC*

*BE IT ORDAINED* by the Mayor and Council of the City of Columbia, South Carolina, this 1st day of May, 2002, that the City Manager or the First Assistant City Manager is hereby authorized to execute the attached Addendum #3 to the Contract of Sale between the City of Columbia and Avant Developments, LLC, for the transfer of the property shown in the Contract of Sale as approximately 13.00 acres (actually 15.31 acres) on Pelham Road, Richland County TMS #13715-01-02 (eastern portion), and to create an easement in favor of Avant Developments, LLC, its successors and assigns.

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STAMPED IN RED

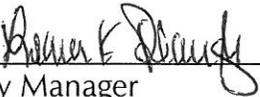
Requested by:

\_\_\_\_\_



\_\_\_\_\_  
MAYOR

Approved by:

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

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: 4/17/2002  
Final Reading: 5/1/2002

### ADDENDUM #3

THIS ADDENDUM is made this 1<sup>st</sup> day of ~~April~~ <sup>May</sup> 2002, to that certain Contract of Sale, dated August 3, 2001 (herein, the "Contract"), between **CITY OF COLUMBIA**, as Seller, and **AVANT DEVELOPMENTS, LLC**, as Purchaser, as amended by the Addendums thereto (herein, "Addendum #1" and "Addendum #2") [the Contract, Addendum #1, and Addendum #2 are hereinafter collectively referred to as the "Contract"], covering property consisting of approximately fifteen and thirty-one/hundredths (**15.31**) acres located on **Pelham Drive**, Richland County, South Carolina, being a portion of Tax Map Sheet No. 13715-01-02 and the entire portion of Tax Map No. 13715-01-02 located to the east of the possible Gills Creek Parkway road right-of-way (the "Property").

For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree that the above-referenced Contract is hereby amended as follows:

- ~~1. Under Section 1, Addendum #1 of the Contract, the first sentence is hereby revised to: This Contract is specifically contingent upon successful re-zoning from D-1 (Development District) to PUD-R (Planned Unit Development) or RS-1 (Single Family Residential District).~~
2. The Topographical Survey prepared for Avant Developments, LLC by Associated E & S, Inc., dated October 25, 2001 (the "Topographical Survey"), a copy of which is attached hereto as **Exhibit B**, is incorporated herein by reference and made a part hereof.
3. The Seller hereby agrees to grant to Purchaser, at the time of closing, in the deed of conveyance, and Purchaser's successors and assigns, a perpetual easement, approximately forty (40') feet in width, running from Pelham Drive in a southerly direction for a distance of approximately Nine Hundred Thirty-Eight and two/tenths (938.2') feet to where it joins the southern boundary of the Property at its joint property line with property owned now or formerly by Hampton Land Company (the "Easement Area") for the purposes stated hereinbelow. The Easement Area is more particularly shown and delineated as "Proposed Easement Area" on the Topographical Survey attached hereto as **Exhibit B**. It is understood and agreed that the following easements shall be granted by the Seller over the Easement Area:
  - (A) An easement to Purchaser and Purchaser's successors and assigns for the purposes of the engineering, construction and maintenance of the pond, designated as "Wetland Area 2" on the Topographical Survey, a portion of which lies, or which will lie within the Easement Area, as well as for ingress and egress over, across, through and under the Easement Area to carry out such purposes, from time to time; and
  - (B) A perpetual easement to Purchaser and Purchaser's successors and assigns, including but not limited to, The Preserve Homeowners

All remaining terms and conditions of the Contract shall remain in full force and effect.

This Addendum #3, when fully executed, shall constitute a part of the above-described Contract, which is incorporated herein by reference.

**IN WITNESS WHEREOF**, the parties have executed this Addendum #3 this 1<sup>st</sup> day of ~~April~~<sup>May</sup>, 2002.

Signed, Sealed and Delivered  
In the Presence of:

**AVANT DEVELOPMENTS, LLC**

George A. Japp  
[Signature]

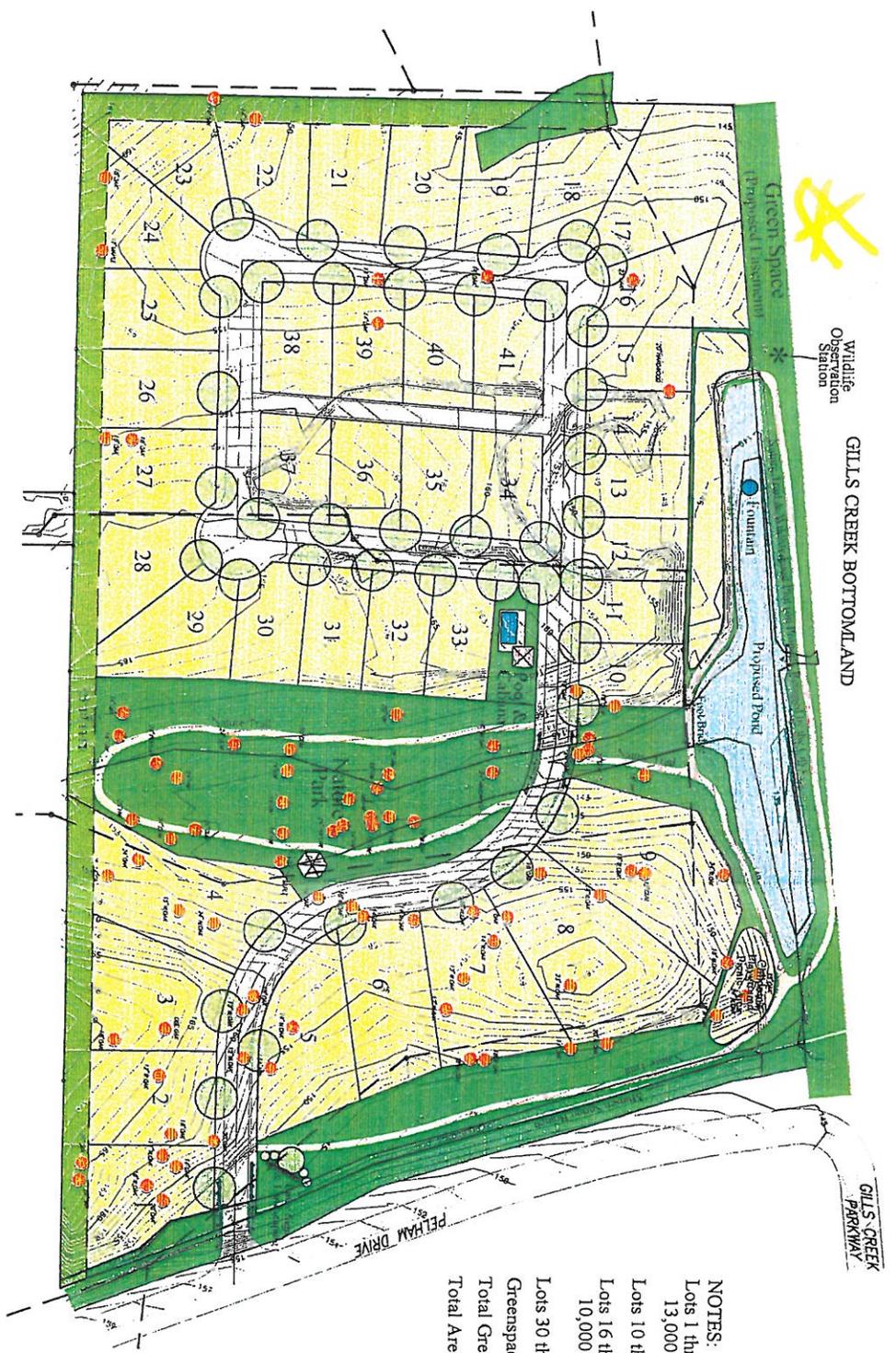
[Signature] (SEALED)  
By:  
Its [Signature]

**CITY OF COLUMBIA**

Shirley Dilbert  
Eric D. Moore

[Signature] (SEALED)  
By:  
Its City Manager

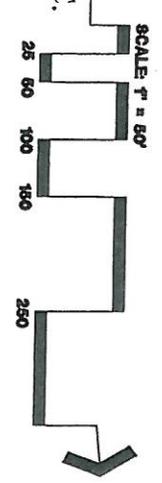




- NOTES:
- Lots 1 through 9 (including buffer area) are between 13,000 SF and 21,000 SF
  - Lots 10 through 15 are 6,000± sf
  - Lots 16 through 29 (including buffer area) are between 10,000 SF and 15,000 SF
  - Lots 30 through 41 are 7000± SF
  - Greenspace is 4.6 acres.
  - Total Greenspace including Easement Area is 5.4 acres.
  - Total Area is 15.3 acres.

# THE PRESERVE

DEVELOPER:  
**AVANT DEVELOPMENTS, LLC.**  
 DECEMBER 17, 2001



# MASTER PLAN

## Section 6-3131 Cluster housing.

It is the intent of this section to encourage the erection of cluster housing in areas appropriate to such use, subject to conditions and safeguards which will promote the purpose of zoning and the comprehensive plan. In addition to, or in modification of, other applicable provisions and requirements the following provisions shall apply to the case of cluster housing developments.

(1) *Zoning districts in which cluster housing developments are allowed.*

a. Cluster housing developments containing only single family detached dwelling units are allowed in RS-1, RS-1A, RS-3, RS-3, RD, RG-1, RG-1A, and RG-2, zoning districts as permitted principal uses after approval of the final plat by the planning commission.

b. Cluster housing developments containing single family attached units are allowed in Rd, RG-1, RG-1A, and RG-2, zoning districts as principal uses after approval of the final plat by the planning commission.

(2) *Design standards.* The following requirements are applicable to cluster housing developments. Note: These requirements are subdivision regulations requirements and are not subject to variance by the zoning board of adjustment. The requirements are reference din the zoning ordinance for the convenience of the developers.

a. Minimum parking spaces. Two (2) parking spaces per dwelling unit are required.

b. [Minimum setbacks.] Minimum setback requirements from streets and exterior property lines of buildings in cluster housing developments in all zoning districts shall be as follows:

1. from center of internal street: 25 feet; and

2. from exterior property line of development: 10 feet.

c. [Streets counted in land area.] Street right-of-way in cluster housing developments may be counted in the gross land area for density purposes.

d. [Spacing.] Minimum spacing between detached principal buildings.

Zoning District	Front to Front	Front to Side	Side to Side	Rear* to Front	Rear to Side	Rear to Rear
RS-1, RS-1A, RS-2	35"	25"	10"	100"	10"	20"
RS-3, RD, RG-1, RG-1A	25"	20"	8"	100"	10"	20"
RG-2	25"	20"	6"	100"		10"
20"						

\*Rear to front minimum spacing may be reduced to 50 feet if adequate buffer yard provisions are made as determined by the planning commission.

e. Other lot requirements. Notwithstanding other provisions of this chapter, individual lots within cluster housing developments are not subject to minimum