

ORDINANCE 2003-044

Authorizing Interim City Manager to execute a Deed transferring a portion of TMS No. 11383-01-16 adjacent to Laurens Street from the City of Columbia to Gibbes Green Homeowners Association for the Laurens Street relocation project

ORIGINAL
STAMPED IN REC

BE IT ORDAINED that the Interim City Manager is authorized to execute the attached Deed transferring a portion of TMS No. 11383-01-16 adjacent to Laurens Street from the City of Columbia to Gibbes Green Homeowners Association for the sum of One and No/100 (\$1.00) Dollars and the exchange of real property for the Laurens Street relocation project.

Approved this 4th day of June, 2003.

Requested by:



Mayor

Approved by:



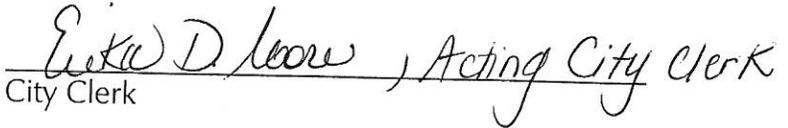
City Manager

Approved as to form:

ATTEST:



City Attorney



City Clerk

Introduced: 5/21/2003
Final Reading: 6/4/2003

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**TITLE TO REAL ESTATE
SUBJECT TO RIGHT OF REVERTER**

KNOW ALL MEN BY THESE PRESENTS, That the City of Columbia, South Carolina in the State aforesaid, for and in consideration of the sum of One and 00/100 (\$1.00) Dollar and the exchange of real property, to it paid by the

GIBBES GREEN HOMEOWNERS ASSOCIATION

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents does hereby grant, bargain, sell and release unto the said

GIBBES GREEN HOMEOWNERS ASSOCIATION,

ITS SUCCESSORS AND ASSIGNS FOREVER, SUBJECT TO A RIGHT OF
REVERTER HEREINAFTER DESCRIBED:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being a portion of Lot 23 and shown and delineated on a plat prepared for the City of Columbia by David S. Sharpe, dated January 16, 2003, recorded February 6, 2003 in the Richland County ROD in Book 00755-0611. Said piece, parcel or lot of land having the following boundaries and measurements, to wit: On the North by Lot 22, whereon it measures for a distance of eighty and eighty-seven one hundredths (80.87') feet; on the Southeast by the remaining portion of Lot 23, whereon it measures for a distance of seventeen and sixty-seven one hundredths (17.67') feet; on the South by property designated as a common area, whereon it measures for a distance of seventy-two and eighty-five one hundredths (72.85') feet; and, on the West by property designated as a common area, whereon it measures for a distance of fifteen and twenty-seven one hundredths (15.27') feet; be all measurements a little more or less.

This being a portion of TMS No. 11383-01-16.

This also being a portion of the property conveyed to the Grantor herein by deed from John H. Gibson and A. Floyd Sharpe dated and recorded February 6, 2003 in the ROD for Richland County in Book 00755-0605.

Grantee's Address: Gibbes Green Homeowners Association, Post Office Box 5657,
Columbia, South Carolina 29250.

This conveyance is made subject to all conditions, covenants, easements, restrictions, the right of reverter contained herein and rights-of-way indicated by instruments of record, including plats, and all applicable zoning or other land use regulations or restrictions of any political subdivision in which the subject property is situate.

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee(s), its Successors and Assigns forever, unless the property ceases to be used as a common area by Gibbes Green Homeowners Association or the legal entity known as Gibbes Green Homeowners Association dissolves. In the event the said property is no longer used as a common area by Gibbes Green Homeowners Association or the legal entity known as Gibbes Green Homeowners Association dissolves, whichever shall first occur, title to the said property shall immediately revert to and vest in the Grantor, its successors and assigns.

And the Grantor does hereby bind itself and its Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee's Successors and Assigns against the Grantor and the Grantor's Successors and Assigns and every person claiming by or through Grantor, but not otherwise.

WITNESS Grantor(s) Hand and Seal this 11th day of June, 2003.

Signed, Sealed and Delivered
in the Presence of:

Valerie R. Smith
Valerie A. Lyke

CITY OF COLUMBIA

Charles P. Austin, Sr.
By: Charles P. Austin, Sr.
Its: Interim City Manager

