

ORDINANCE NO.: 2006-053

Authorizing transfer of 3215 Makeway Drive,
Richland County TMS #09107-07-19 to Heather N. Kish

ORIGINAL
STAMPED IN RED

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this 2th day of July, 2006, that the City Manager is hereby authorized to execute a Contract of Sale, Limited Warranty Deed and any closing documents necessary to effect the conveyance of 3215 Makeway Drive, Richland County TMS #09107-07-19 to Heather N. Kish for the sum of One Hundred Sixty-five Thousand and No/100 (\$165,000.00) Dollars.

Requested by:

Richard Semon, Community Development Director

Sam Davis, Mayor Pro Tem
MAYOR

Approved by:

[Signature]
City Manager

Approved as to form:

[Signature]
City Attorney

ATTEST:

[Signature]
City Clerk

Introduced: 6/28/2006
Final Reading: 7/12/2006

A120-10
R120-04

AGREEMENT TO SELL REAL ESTATE

The City of Columbia by Charles Austin as Seller, and
Heather N. Rush of
Richland County, SC as Buyer, hereby agree that
the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDI-
TIONS HEREINAFTER SET FORTH, which shall include the STANDARDS FOR REAL ESTATE TRANSAC-
TIONS set forth within this contract.

1. LEGAL DESCRIPTION of real estate located in Columbia (3215 Makeway)
Richland County, State of South Carolina.

2. PURCHASE PRICE \$165,000⁰⁰ Dollars. Method of Payment:
(a) Deposit to be held in trust by Hugh Cooper Atty \$ 1,000⁰⁰
(b) Approximate principal balance of first mortgage to which conveyance shall be
subject, if any, Mortgage holder: The City of Columbia \$ 140,000⁰⁰
Interest: 3 % per annum; Method of payment monthly
(c) Other: 2nd mty @ 0% for 10 years \$ 24,000⁰⁰
(d) Cash, certified or local cashier's check on closing and delivery of deed (or such
greater or lesser amount as may be necessary to complete payment of purchase
price after credits, adjustments and prorations). \$ _____

3. PRORATIONS: Taxes, insurance, interest, rents and other expenses and revenue of said property shall be pro-
rated as of the date of closing.

4. RESTRICTIONS, EASEMENTS, LIMITATIONS: Buyer shall take title subject to: (a) Zoning, restrictions,
prohibitions and requirements imposed by governmental authority, (b) Restrictions and matters appearing on the plat
or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side
or rear lines of the property, (d) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if
any, (e) Other: N/A

_____ Seller warrants that there shall be no violations of build-
ing or zoning codes at the time of closing.

5. DEFAULT BY BUYER: If Buyer fails to perform any of the covenants of this contract, all money paid pursuant
to this contract by Buyer as aforesaid shall be retained by or for the account of the Seller as consideration for the exe-
cution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.

6. DEFAULT BY SELLER: If the Seller fails to perform any of the covenants of this contract, the aforesaid money
paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only
the right of specific performance.

7. TERMITE INSPECTION: At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to
obtain a written report from a licensed exterminator stating that there is no evidence of live termite or other wood-
boring insect infestation on said property nor substantial damage from prior infestation on said property. If there is
such evidence, Seller shall pay up to three (3%) percent of the purchase price for the treatment required to remedy
such infestation, including repairing and replacing portions of said improvements which have been damaged; but if
the costs for such treatment or repairs exceed three (3%) percent of the purchase price, Buyer may elect to pay such
excess. If Buyer elects not to pay, Seller may pay the excess or cancel the contract.

8. ROOF INSPECTION: At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to obtain
a written report from a licensed roofer stating that the roof is in a watertight condition. In the event repairs are
required either to correct leaks or to replace damage to fascia or soffit, Seller shall pay up to three (3%) percent of the
purchase price for said repairs which shall be performed by a licensed roofing contractor; but if the costs for such
repairs exceed three (3%) percent of the purchase price, Buyer may elect to pay such excess. If Buyer elects not to
pay, Seller may pay the excess or cancel the contract.

9. OTHER INSPECTIONS: At least 15 days before closing, Buyer or his agent may inspect all appliances, air con-
ditioning and heating systems, electrical systems, plumbing, machinery, sprinklers and pool system included in the
sale. Seller shall pay for repairs necessary to place such items in working order at the time of closing. Within 48
hours before closing, Buyer shall be entitled, upon reasonable notice to Seller, to inspect the premises to determine
that said items are in working order. All items of personal property included in the sale shall be transferred by Bill
of Sale with warranty of title.

A120-10
R120-04

AGREEMENT TO SELL REAL ESTATE

The City of Columbia by Charles Austin as Seller, and
Jonathan N. Fish of
Richland County, SC as Buyer, hereby agree that
the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDI-
TIONS HEREINAFTER SET FORTH, which shall include the STANDARDS FOR REAL ESTATE TRANSAC-
TIONS set forth within this contract.

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Richland County, State of South Carolina:

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(b) Approximate principal balance of first mortgage to which conveyance shall be
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Interest: 3 % per annum; Method of payment monthly
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price after credits, adjustments and prorations). \$ _____

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or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side
or rear lines of the property, (d) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if
any, (e) Other: N/A

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cution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.

6. DEFAULT BY SELLER: If the Seller fails to perform any of the covenants of this contract, the aforesaid money
paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only
the right of specific performance.

7. TERMITE INSPECTION: At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to
obtain a written report from a licensed exterminator stating that there is no evidence of live termite or other wood-
boring insect infestation on said property nor substantial damage from prior infestation on said property. If there is
such evidence, Seller shall pay up to three (3%) percent of the purchase price for the treatment required to remedy
such infestation, including repairing and replacing portions of said improvements which have been damaged; but if
the costs for such treatment or repairs exceed three (3%) percent of the purchase price, Buyer may elect to pay such
excess. If Buyer elects not to pay, Seller may pay the excess or cancel the contract.

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hours before closing, Buyer shall be entitled, upon reasonable notice to Seller, to inspect the premises to determine
that said items are in working order. All items of personal property included in the sale shall be transferred by Bill
of Sale with warranty of title.

A120-10
R120-04

AGREEMENT TO SELL REAL ESTATE

The City of Columbia by Charles Austin as Seller, and
Howard N. Kish as Buyer, hereby agree that
Richland County, SC
 the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDI-
 TIONS HEREINAFTER SET FORTH, which shall include the STANDARDS FOR REAL ESTATE TRANSAC-
 TIONS set forth within this contract.

1. LEGAL DESCRIPTION of real estate located in Columbia (3215 Makeway)
Richland County, State of South Carolina.

2. PURCHASE PRICE \$165,000⁰⁰ Dollars. Method of Payment: _____

- (a) Deposit to be held in trust by Alan Cooper Atty \$ 1,000⁰⁰
- (b) Approximate principal balance of first mortgage to which conveyance shall be subject, if any, Mortgage holder: The City of Columbia \$ 140,000⁰⁰
 Interest: 3 % per annum; Method of payment: monthly
- (c) Other: 2nd mfg @ 0% for 10 years \$ 24,000⁰⁰
- (d) Cash, certified or local cashier's check on closing and delivery of deed (or such greater or lesser amount as may be necessary to complete payment of purchase price after credits, adjustments and prorations). \$ _____

3. PRORATIONS: Taxes, insurance, interest, rents and other expenses and revenue of said property shall be pro-rated as of the date of closing.

4. RESTRICTIONS, EASEMENTS, LIMITATIONS: Buyer shall take title subject to: (a) Zoning, restrictions, prohibitions and requirements imposed by governmental authority, (b) Restrictions and matters appearing on the plat or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side or rear lines of the property, (d) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if any, (e) Other: N/A

_____ Seller warrants that there shall be no violations of building or zoning codes at the time of closing.

5. DEFAULT BY BUYER: If Buyer fails to perform any of the covenants of this contract, all money paid pursuant to this contract by Buyer as aforesaid shall be retained by or for the account of the Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.

6. DEFAULT BY SELLER: If the Seller fails to perform any of the covenants of this contract, the aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only the right of specific performance.

7. TERMITE INSPECTION: At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to obtain a written report from a licensed exterminator stating that there is no evidence of live termite or other wood-boring insect infestation on said property nor substantial damage from prior infestation on said property. If there is such evidence, Seller shall pay up to three (3%) percent of the purchase price for the treatment required to remedy such infestation, including repairing and replacing portions of said improvements which have been damaged; but if the costs for such treatment or repairs exceed three (3%) percent of the purchase price, Buyer may elect to pay such excess. If Buyer elects not to pay, Seller may pay the excess or cancel the contract.

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9. OTHER INSPECTIONS: At least 15 days before closing, Buyer or his agent may inspect all appliances, air conditioning and heating systems, electrical systems, plumbing, machinery, sprinklers and pool system included in the sale. Seller shall pay for repairs necessary to place such items in working order at the time of closing. Within 48 hours before closing, Buyer shall be entitled, upon reasonable notice to Seller, to inspect the premises to determine that said items are in working order. All items of personal property included in the sale shall be transferred by Bill of Sale with warranty of title.

A120-10
R120-04

AGREEMENT TO SELL REAL ESTATE

The City of Columbia by Charles Ruster as Seller, and
Jonathan N. Hush of
Richland County, SC as Buyer, hereby agree that
the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDI-
TIONS HEREINAFTER SET FORTH, which shall include the STANDARDS FOR REAL ESTATE TRANSAC-
TIONS set forth within this contract.

1. LEGAL DESCRIPTION of real estate located in Columbia (3215 MAKeway)
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2. PURCHASE PRICE \$165,000⁰⁰ Dollars. Method of Payment:
(a) Deposit to be held in trust by Hugh Cooper Atty \$ 1,000⁰⁰
(b) Approximate principal balance of first mortgage to which conveyance shall be
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