

ORDINANCE NO.: 2008-054

ORIGINAL
STAMPED IN RED

Authorizing the City Manager to execute an Agreement of Sale for the purchase of Lots 6, 7, 8 and a small portion of Lot 23 for construction of a Fire Station and the remaining portion of Lot 23 for ownership, operation and maintenance of a Storm Water Detention Facility to serve the Fire Station known as Richland County TMS Nos. 06110-02-03, 05 & 07 (or portions thereof) ; and to provide for other properties owned by Cedar Development 2, LLC to have a use equity in the Storm Water Detention Facility and to provide for a prorata sharing of the annual cost to operate and maintain the Storm Water Detention Facility between the City and property owners having a use equity in the Storm Water Detention Facility

BE IT ORDAINED by the Mayor and City Council this 11th day of June, 2008, that the City Manager is authorized to execute an Agreement of Sale between the City of Columbia and Cedar Development 2, LLC in a form to be approved by the City Attorney for the purchase of Lots 6, 7, 8 and a small portion of Lot 23 for construction of a Fire Station and the remaining portion of Lot 23 for ownership, operation and maintenance of Storm Water Detention Facility to serve the Fire Station known as Richland County TMS Nos. 06110-02-03, 05 & 07 (or portions thereof). The purchase price for the Fire Station Property is Two Hundred Eighty-three Thousand One Hundred and No/100 (\$283,100.00) Dollars. The purchase price for the Storm Water Detention Facility Property is Forty-two Thousand Six Hundred Eighty-six and No/100 (\$42,686.00) Dollars. And to provide for use equity to be based upon the impervious area of each property as compared to the total impervious area of the properties and the prorata share of the annual cost to operate and maintain the Storm Water Detention Facility to be based upon the actual cost incurred by the City to operate and maintain the Storm Water Detention Facility. Title to the Stormwater Detention Facility property shall revert to Seller in the event the City no longer uses the property as a Stormwater Detention Facility.

Requested by:

Steve Gantt, Senior Assistant City Manager



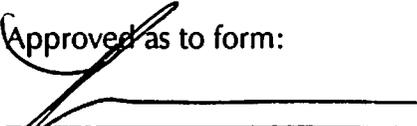
Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

Introduced: 6/4/2008
Final Reading: 6/11/2008

ATTEST:


City Clerk

MEMORANDUM

Office of the City Attorney

TO: Erika Salley, City Clerk
FROM:  Shari Lynn Ardis, Legal Administrative Coordinator
DATE: June 12, 2008
RE: Items passed on June 11, 2008
(2008-032; 2008-035; 2008-043; 2008-045 and 2008-054)

Please provide me with an executed copy (double sided if multi-page) of each at your earliest convenience.

The Agreement for Ordinance 2008-054 will be forwarded once we receive it from the Seller.

Thank you.

/sla
Attachments

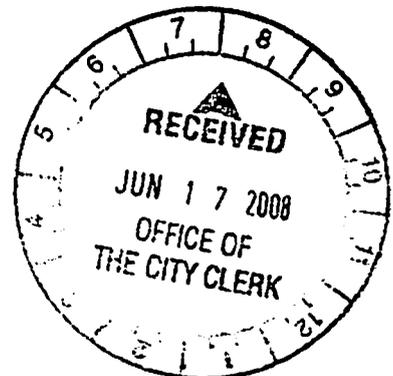
Think before you print!



RECEIVED

JUN 12 REC'D

CITY OF COLUMBIA
CITY CLERK



DISBURSEMENTS SUMMARY / BALANCE SHEET

Borrower: CITY OF COLUMBIA
Seller: CEDAR DEVELOPMENT II, L.L.C.
Settlement Agent: Starkes Law Firm, L.L.C.
 (803)758-2882
Place of Settlement: 1817 Hampton Street
 Columbia, SC 29201
Settlement Date: July 1, 2008
Property Location: 3639 & 3701 BROAD RIVER ROAD
 COLUMBIA, SC 29210
 Richland County, South Carolina

INCOMING FUNDS

CITY OF COLUMBIA	397,950.46
Total Incoming Funds	<u>397,950.46</u>

DISBURSEMENTS

NAI AVANT		11,402.51
Commission	11,402.51	
CENTURY 21 BOB CAPES REALTY		11,402.51
Commission	11,402.51	
RICHARDSON, FLOWDEN & ROBINSON, P.A.	Settlement or Closing Fee	11,501.58
TITLE SOLUTIONS ABSTRACTING SERVICE, LL	Abstract or Title Search	1,555.50
TITLE SOLUTIONS ABSTRACTING SERVICE, LL	Title Update	50.00
CEDAR DEVELOPMENT II, LLC	Sanitary Sewer Infrastructure	69,347.50
RICHLAND COUNTY REGISTER OF DEEDS	FILING FEE FOR SURVEY	15.10
CEDAR DEVELOPMENT II, L.L.C.	Closing Proceeds	289,229.66
Starkes Law Firm, L.L.C.	Settlement Agents Fees	1,530.00
Attorney's Fees	1,500.00	
Copy/Fax/Misc	30.00	
Old Republic National Title Insurance Company	Title Charges	268.20
Title Insurance	268.20	
Richland County Register of Deeds	Government Charges	1,245.60
Recording Fees Releases	7.10	
Recording Fees	10.10	
State Tax/Stamps	1,206.20	
FILING FEE FOR EASEMENT	15.10	
FILING FEE FOR SUBORDINATION	7.10	
Citadel Title Insurance Agency, LLC	1108d3	402.30
Title Insurance	402.30	

Number of checks - 12

Total Disbursements **397,950.46**

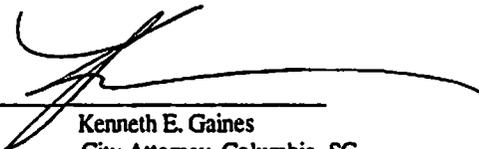



STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

JUDGMENT AFFIDAVIT

Kenneth E. Gaines, being of full age, upon his oath deposes and says:

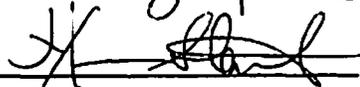
1. My name is Kenneth E. Gaines. I am the City Attorney for Columbia, South Carolina
2. My South Carolina State Bar number is: 2286
3. My work mailing address is P.O. Box 667, Columbia, SC 29202.
4. I am not aware of any unsatisfied monetary judgments against the City of Columbia, South Carolina.



Kenneth E. Gaines
City Attorney, Columbia, SC

Sworn to and subscribed before me

this 1st day of July 2008



Notary Public for South Carolina

My Commission Expires: 11 Sept 2015

Old Republic National Title Insurance Company
ORT 2423-SC "Notice To Borrower"

1. In accordance with the requirements of Rule 69-18, Code of Laws of South Carolina, 1976, (as amended), you are hereby notified:

- (A) Your mortgage lender is requiring issuance of a Loan Policy in the amount of \$N/A. The premium and commitment fee (if applicable) for the Lender's Loan Policy is \$ N/A. The Lender's Loan Policy **WILL NOT** afford title insurance protection to you in the event of a defect in the title to the real estate which you are acquiring. The Lender's Loan Policy protects ONLY the lender.
- (B) You have the **RIGHT** and **OPPORTUNITY** to purchase, simultaneously with the Lender's Loan Policy, an Owner's Policy designed to insure you for the amount of your purchase price (or for the amount of your purchase price plus the cost of any improvements which you anticipate making.) An Owner's Policy will protect you against title defects which are not set out in your Owner's Policy. A title defect can be any legal right held by someone other than the owner to claim property or to make demands on the owner of that property. There are many causes of defects that no examination can disclose. That is because they have never been recorded and thus do not appear in the title search.

An Owner's Policy protects you against hidden risks such as:

Fraud – False claims of ownership, forged deeds, wills, signatures, conveyances, instruments, false representations, false records of all sorts, illegal acts of trustees, guardians, administrators and attorneys.

Human Error – Errors in copying, indexing, recording; errors by administrators, executors, trustees, guardians and attorneys; and destruction of records.

Improper Deeds and Wills – Deeds by persons of unsound mind, minors; deeds delivered after death or without the grantor's consent; invalid, suppressed, erroneous wills; missing heirs; unsettled estates; etc.

Liens and Other Rights – Liens for unpaid estate, inheritance, income, property and gift taxes; homestead rights, community property rights; irregular court proceedings, court opinion reversals, lack of court jurisdiction; defective foreclosures; etc.

WHAT WILL AN OWNER'S POLICY COST? If you order an Owner's Policy with the Lender's Loan Policy (by marking Item A on page 3), Old Republic National Title Insurance Company will issue an Owner's Policy to you (as set out in the "Notice to Borrower/Purchaser") in the full insurable value of the premises, which we show to be \$ 325,786.00, for an additional premium of \$ 670.50. This is a one-time premium. (This amount is in addition to the amount shown above for the Lender's Commitment and/or Loan Policy.) You do not have to pay yearly renewals.

(Note: Some title companies will issue an Owner's Policy in the same amount as the Lender's Loan Policy. Old Republic Title does not do this since this practice does not protect your equity in the property.)

What exceptions will be in the Owner's Policy? If you order an Owner's Policy, the following exceptions and exclusions will be on your Owner's Policy: (1) Those requirements and exceptions shown on the commitment and/or policy issued to the lender that have not been disposed of to the satisfaction of Old Republic National Title Insurance Company; (2) The mortgage itself; (3) The printed "Exclusions from Coverage" in the Owner's Policy form; and (4) unfiled Mechanics' and Materialmen's Liens if the period for filing such liens has not expired; (5) Questions of Survey; and (6) Rights and claims of parties in possession.

NOTE: any affirmative insurance given in the Lender's Loan Policy will not be included in the Owner's Policy.

The Owner's Policy will not be effective until its issuance after: (1) the requirements contained in the commitment issued to the lender have been met; (2) payment has been made for the premium for the Lender's Loan Policy; and (3) the additional premium for the owner's insurance as set out above has been made.

- (C) You have the right to choose the title insurer notwithstanding the recommendations of any agent, representative, lender or attorney.
- (D) For services rendered to the underwriter by its authorized agent (by way of certification of title and/or execution of commitments, policies, and other instruments on behalf of the underwriter), the underwriter will compensate agent in an amount equal to approximately sixty percent of the premium for title insurance policies.

(E) I acknowledge and have been given notice that Old Republic National Title Insurance Company will write a title insurance policy (or policies) as a part of this transaction. In so doing, Old Republic National Title Insurance Company will take on certain obligations regarding the disbursements of the proceeds of this closing. I hereby consent to an audit by Old Republic National Title Insurance Company of the closing attorney's trust account records and closing files that relate to my closing, and waive any claim of attorney client privilege of confidentiality which I may have thereto regarding said audit.

2. APPLICATION FOR TITLE INSURANCE

TO: Old Republic National Title Insurance Company:

Pursuant to the above Notice to Borrower/Purchase:

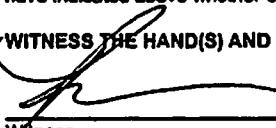
A I do want an Owner's Title Insurance Policy (simultaneously with the Lender's Loan Policy) to protect me as set out above. I understand that I must pay an additional premium for my Owner's Policy.

B. I do not want an Owner's Title Insurance Policy (simultaneously with the Lender's Loan Policy) to protect me as set out above.

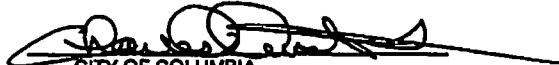
Reminder: In the event you mark Item B above, stating that you do not want an Owner's Policy, it is understood and agreed that Old Republic National Title Insurance Company shall have no responsibility to the undersigned borrower/purchaser for status of title to the real estate being acquired or for any loss by reason of a complete or partial failure of title.

By my/our signature(s) below, I/we (am/are) acknowledging receipt of the above "Notice to Borrower/Purchaser", and have indicated above whether or not I/we want to purchase Owner's Title Insurance, all as set out above.

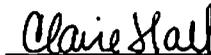
WITNESS THE HAND(S) AND SEAL(S) of the undersigned on the 1st day of July, 2008.



Witness

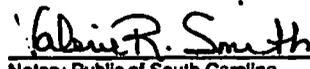


CITY OF COLUMBIA
BY: CHARLES P. AUSTIN, SR.
ITS: CITY MANAGER



Witness

SWORN TO BEFORE ME ON July 1, 2008



(L.S.)
Notary Public of South Carolina
My Commission expires: 12-15-10

Starkes Law Firm, LLC

DISCLOSURE AND CONSENT TO MULTIPLE REPRESENTATION

TO: CITY OF COLUMBIA
CEDAR DEVELOPMENT II, L.L.C.

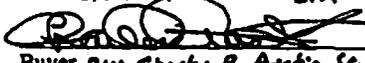
RE: 3639 & 3701 BROAD RIVER ROAD, COLUMBIA, SC 29210

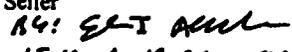
Starkes Law Firm, LLC (hereinafter known as "Law Firm") has been asked to represent the above named parties in connection with the closing of a real estate transaction.

Law Firm is required to disclose the fact that Law Firm will be representing Borrower(s), Lender and Seller(s) in connection with this transaction and to obtain consent to this multiple representation.

Borrower(s), Lender and Seller(s) have interests that may be adverse to each other. In the event a dispute arises among the parties to the transaction which cannot be immediately resolved, Law Firm will be required to withdraw from further representation of any of the parties with respect to the transaction. Law Firm will not be able to represent any party in an attempt to resolve the dispute. Should the dispute remain unresolved, the adverse parties will be required to seek other counsel at each party's own expense.

By signing this document, both Borrower and Lender agree that the Firm will review the documents, will be present at the closing providing the Borrower the opportunity to have any and all related questions and issues addressed, and provided Lender directions as to the recording of the mortgage. These actions are taken in accordance with John Doe v. Henry McMaster, Opinion No. 25508 Dated August 18, 2003.

CITY OF COLUMBIA

Buyer BY: Charles P. Austin, Sr.
IT'S CITY MANAGER
Date July 1, 2008

Buyer _____ Date _____
CEDAR DEVELOPMENT II, LLC
Seller BY: 
IT'S AUSTIN MANAGER
Seller _____ Date _____
Lender _____ Date _____

**WRITTEN CONSENT
OF THE MEMBERS OF
CEDAR DEVELOPMENT II, LLC
IN LIEU OF
A SPECIAL MEETING**

Pursuant to the provisions of Section 33-44-404(d) of the South Carolina Uniform Limited Liability Company Act of 1996, the undersigned persons, being all of the Members of *Cedar Development II, LLC*, a South Carolina limited liability company (the "Company"), signs this instrument, or a counterpart hereof, in lieu of holding a special meeting of the Members, and give their consent to the resolutions set forth below, with the same force and effect as if such resolutions were adopted by unanimous vote at a duly called meeting of the Members.

Authorization to Enter Into Agreement Of Sale and Authority to Sell Property

WHEREAS, the undersigned have determined it to be in the best interest of the Company for the Company to sell certain unimproved real estate, in Richland, South Carolina, bearing tax map numbers 06110-02-03, 05 & 07 (or portions thereof) (the "Property"), being Lots 6, 7, 8 and Lot 23, Richland County, South Carolina, all in accordance with the terms of that certain Agreement Of Sale attached hereto as Exhibit "A" (the "Agreement of Sale").

NOW, THEREFORE, BE IT:

RESOLVED, that the Company shall be and hereby is authorized and directed to sell the Property in accordance with the terms and conditions set forth in the Agreement Of Sale;

FURTHER RESOLVED, that the Company shall be and hereby is authorized and directed to enter into the Agreement Of Sale, as well as all other documents contemplated therein, and further, that the Company shall be and hereby is authorized and directed to discharge all obligations imposed upon it under the terms of the Agreement Of Sale and additionally, to discharge all obligations imposed upon it under the terms of all other documents executed in conjunction therewith;

FURTHER RESOLVED, that Elie J Abikhaled and Ghazi Abikhaled, being all of the Members of the Company, designate Elie J Abikhaled, to act for the Company ("Authorized Person") be, and hereby is, authorized, empowered and directed to make, execute and deliver in the name of, and on behalf of, the Company, any Closing Statements, Deeds, Affidavits and/or other documents which they deem, in their sole discretion, with the advise of counsel, necessary or appropriate to consummate the sale of the Property.

CP 60

FURTHER RESOLVED, that all actions taken by the Company with regard to the subject matter of all of the foregoing resolutions prior to the date hereof shall be and hereby are approved, adopted, ratified and affirmed.

Elie J Abikhaled
Elie J Abikhaled

Ghazi Abikhaled
Ghazi Abikhaled

EA

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
_____)

SUBORDINATION AGREEMENT
OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS THAT:

Branch Banking and Trust Company of S.C., as present legal holder and owner of that certain mortgage dated March 21, 2008 executed by Cedar Development II, LLC, as Mortgagors, to Branch Banking and Trust Company of S.C., as Mortgagee, recorded March 24, 2008 in Mortgage Book 1413, Page 1843, record of Richland County, Office of Register of Deeds and concerning the real property in Richland described as follows:

All that certain piece, parcel or lot of land, lying and being in the City of Columbia, County of Richland being further described as Parcel B on a survey prepared for Cedar Development 2, LLC by Collingwood Surveying dated August 20, 2007 revised February 21, 2008 to be recorded simultaneously herewith in the Office of the ROD for Richland County in Plat Book 1413 at Page 1849. For a more accurate description of the property reference to said survey is hereby craved.

Derivation: This being a portion of the property conveyed unto Cedar Development 2, LLC by deed of Columbia Investment Corporation dated September 13, 2007 recorded September 17, 2007 in the Office of the ROD for Richland County in Deed Book R1358 at Page 1531.

TMS #: 06110-02-07, 06110-02-03 and a portion of 06110-02-05

for and in consideration of the sum of Five Dollars and Other Valuable Consideration him in hand paid, the receipt of which is hereby acknowledged, has, and by these presents does waive the priority of the lien of the said mortgage insofar as the following described easement is concerned, but not otherwise:

That certain Easement dated _____, 2008, by Cedar Development, II, LLC, as Grantor(s) to City of Columbia, as Grantee(s) and to be recorded in the Office of the ROD for Richland County simultaneously with this instrument.

The undersigned, Branch Banking and Trust Company of South Carolina, hereby consenting that the lien of the mortgage first above described be taken as second and inferior to the easement last above

STATE OF SOUTH CAROLINA)
) PARTIAL RELEASE OF MORTGAGE
COUNTY OF RICHLAND)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, BRANCH BANKING AND TRUST COMPANY does hereby release the property described herein from the lien of that certain mortgage given to BRANCH BANKING AND TRUST COMPANY by CEDAR DEVELOPMENT II, LLC, dated March 21, 2008 and recorded March 24, 2008, in the RMC office for Richland County in Mortgage Book 1413 at page 1843:

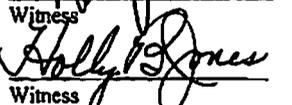
ALL THAT CERTAIN PIECE, PARCEL, LOT OR TRACT OF LAND, CONTAINING 1.00 ACRES, MORE OR LESS, SITUATE, LYING AND BEING ON THE NORTHWESTERN CORNER OF THE INTERSECTION OF BROAD RIVER ROAD; AND BEATTY ROAD, IN THE CITY OF COLUMBIA, IN THE COUNTY OF RICHLAND, AND STATE OF SOUTH CAROLINA, BEING SHOWN ON A PLAT PREPARED BY COLLINGWOOD SURVEYING, INC. FOR CEDAR DEVELOPMENT 2, LLC, AND RECORDED IN PLAT BOOK 1362 AT PAGE 843 AND PLAT BOOK 1413 AT PAGE 1849 IN THE OFFICE OF RICHLAND COUNTY REGISTER OF DEEDS. ALSO FURTHER SHOWN AND ON A PLAT PREPARED BY CITY OF COLUMBIA FOR THE CITY OF COLUMBIA DATED MAY 22, 2008 AND RECORDED IN PLAT BOOK _____ AT PAGE _____ IN THE OFFICE OF RICHLAND COUNTY REGISTER OF DEEDS AND SAID LOT HAVING THE BOUNDARIES AND DIMENSIONS AS SHOWN ON SAID PLAT WHICH ARE INCORPORATED HEREIN BY REFERENCE; BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

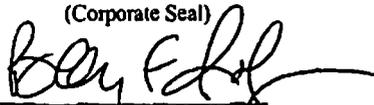
THIS BEING THE SAME PROPERTY CONVEYED TO CEDAR DEVELOPMENT 2, LLC BY DEED OF COLUMBIA INVESTMENT CORPORATION AND JOHN E. LIGHT, DATED SEPTEMBER 13, 2007 AND RECORDED SEPTEMBER 17, 2007 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN RECORD BOOK 1358 AT PAGE 1531.

TMS#: 06110-02-05

IN WITNESS WHEREOF, the undersigned through its duly authorized officer(s) has signed, sealed, and delivered these presents this 30th day of June, 2008.

Signed, Sealed and Delivered
In the Presence of:


Witness

Witness

BRANCH BANKING AND TRUST COMPANY
(Corporate Seal)

By: BOBBY F ROBERSON JR
Its: SENIOR VICE PRESIDENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 30th day of June, 2008, by
BOBBY F ROBERSON JR , SENIOR VICE PRES of Branch Banking and Trust Company on behalf of the
(Name) (Title)
corporation.

Holly S. Jones (Seal)
Notary Public for South Carolina
My commission expires: 4/29/15

My Commission Expires April 29, 2015

ORDINANCE NO.: 2008-054

ORIGINAL
STAMPED IN RED

Authorizing the City Manager to execute an Agreement of Sale for the purchase of Lots 6, 7, 8 and a small portion of Lot 23 for construction of a Fire Station and the remaining portion of Lot 23 for ownership, operation and maintenance of a Storm Water Detention Facility to serve the Fire Station known as Richland County TMS Nos. 06110-02-03, 05 & 07 (or portions thereof) ; and to provide for other properties owned by Cedar Development 2, LLC to have a use equity in the Storm Water Detention Facility and to provide for a prorata sharing of the annual cost to operate and maintain the Storm Water Detention Facility between the City and property owners having a use equity in the Storm Water Detention Facility

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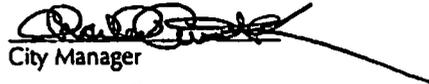
Requested by:

Steve Gantt, Senior Assistant City Manager



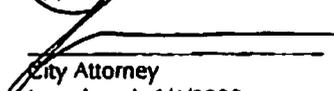
Mayor

Approved by:



City Manager

Approved as to form:



City Attorney
Introduced: 6/4/2008
Final Reading: 6/11/2008

ATTEST:



City Clerk

In the event, the Buyer abandons the use of the Storm Water Detention Facility Property or described as Parcel 2, title to the Storm Water Detention Facility Property shall automatically revert back to the Seller and the obligations of the parties as they relate to the operation, maintenance and repair shall terminate.

In the event the Buyer contracts to sell the Fire Station Property, Buyer shall have the right to convey the Storm Water Detention Facility Property to the Purchaser of the Fire Station Property, subject to the automatic right of reverter, hereinafter described, and the use equity, heretofore described, subject to the Seller's right of first refusal. Seller shall have a right of first refusal to purchase the Storm Water Detention Facility Property at a price to be negotiated by the parties not to exceed the price offered to a third party. If the Storm Water Detention Facility is conveyed to the Seller, the Purchaser of the Fire Station Property shall become obligated to pay Seller for the Purchaser's use equity in the Storm Water Detention Facility. The grantee of the Storm Water Detention Facility Property shall assume the Buyer's obligations for the operation, improvement, repair and maintenance of the Storm Water Detention Facility and the liabilities therefor. Upon conveyance, the Buyer's obligations and liabilities as they relate to the operation, maintenance and repair Storm Water Detention Facility shall terminate.

That Grantor, its successors and assigns, hereby reserve a 15' easement for ingress and egress over a portion of the property as shown on Exhibit "A".

Grantee Address: Post Office Box 667
Columbia, SC 29202

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

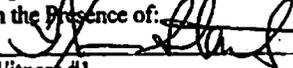
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee her heirs, and assigns forever.

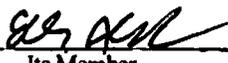
AND THE GRANTOR does hereby bind herself and her heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, her heirs and assigns, against Grantor and Grantor's heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my Hand and Seal this 1st day of July, in the year of our Lord 2008

Signed, Sealed and Delivered
in the Presence of:

Cedar Development II, LLC


Witness #1

BY:  (SEAL)
Its Member


Witness #2

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

I, the undersigned, a notary public for South Carolina do hereby certify that Elie J Abikhaled, Its Member appeared for Cedar Development II, LLC before me this day and acknowledged the due execution of the foregoing instrument.

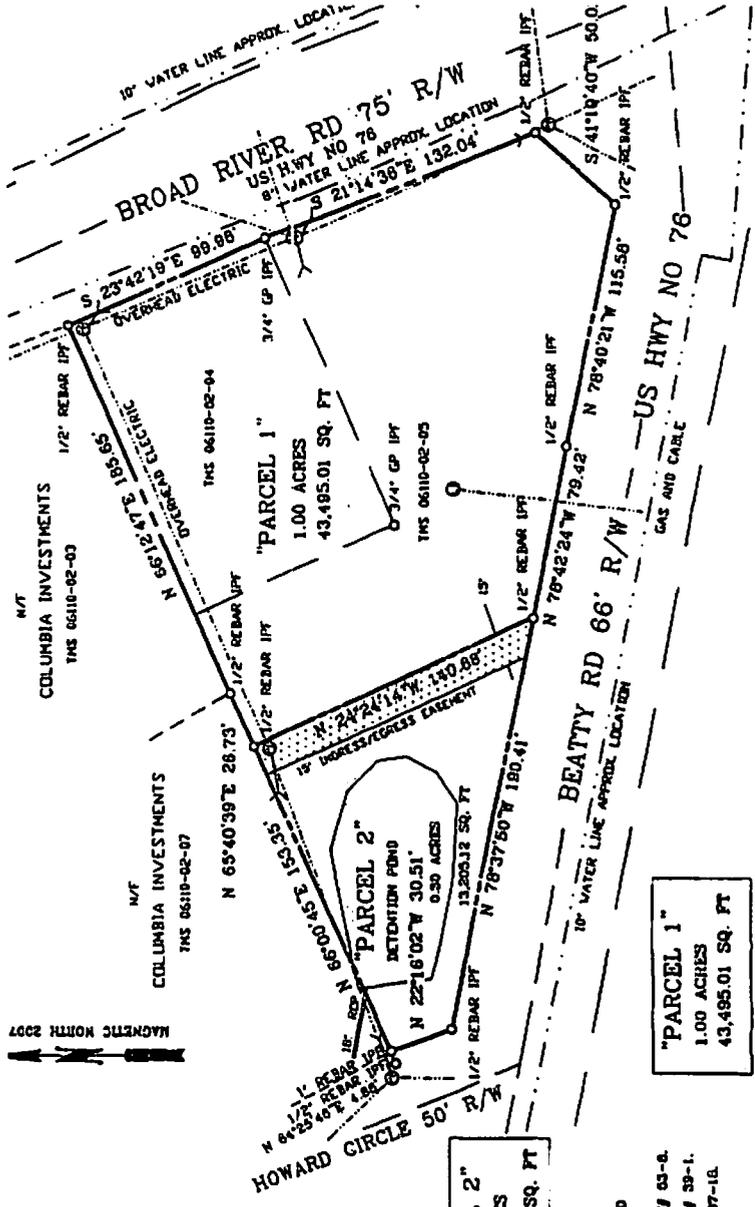
Witness my hand and seal this 1st day of July, 2008.




Notary Public of South Carolina
My Commission Expires: 1/29/11



VICINITY MAP
1" = 1000'



"PARCEL 2"
0.30 ACRES
13,205.12 SQ. FT

"PARCEL 1"
1.00 ACRES
43,495.01 SQ. FT

- REFERENCE PLATS:
1. RICHLAND CO. TAX SHEET # 06110-02-03.
 2. PLAT PREPARED FOR CEDAR DEVELOPMENT 2, LLC BY COLLINGWOOD SURVEYING, INC. DATED AUGUST 24, 2007.
 3. CITY OF COLUMBIA WATER LINE AS-BUILTS DATED MARCH 1955. C/F/ 63-0.
 4. CITY OF COLUMBIA WATER LINE AS-BUILTS DATED JAN 12, 1976. C/F/ 39-1.
 5. CITY OF COLUMBIA WATER LINE AS-BUILTS DATED 2-21-73. C/F/ 37-10.
 6. C/F/ 233-10

ALL UTILITIES ARE APPROXIMATE LOCATIONS AND MUST BE VERIFIED BEFORE DIGGING. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHT OF WAY 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, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MANUAL 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 PREJECTIONS OTHER THAN SHOWN.

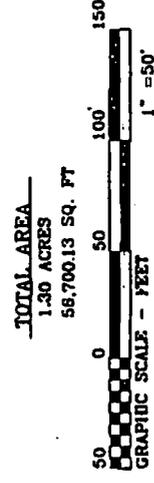
DAVID S. SHELPE SCPLS # 10509
DATE: MAY 22, 2008

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. 45079C060 C DATED JANUARY 19, 1994.

PLAT PREPARED FOR
CITY OF COLUMBIA
LOCATED IN RICHLAND COUNTY, COLUMBIA, SOUTH CAROLINA



CITY OF COLUMBIA
DEPARTMENT OF ENGINEERING
1126 WASHINGTON ST.
COLUMBIA SC 29201
PH. (803) 543-3274 FAX: 9
CF# 25



STATE OF SOUTH CAROLINA)
) EASEMENT
COUNTY OF RICHLAND)

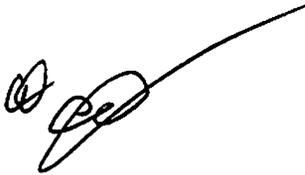
KNOW ALL MEN BY THESE PRESENTS, that CEDAR DEVELOPMENT II, LLC a/k/a CEDAR DEVELOPMENT 2, LLC (hereinafter called "Grantor") is the owner of a tracts of land known as Lots 6, 7, 8 and 23 all according to a plat filed in the Office of the Register of Deeds for Richland County in Plat Book ____ at Page ____ (hereinafter called "Grantors' Property").

The City of Columbia (hereinafter called "Grantee") is the proposed owner of the tracts of land known as Lots 6, 7, 8 and 23 all according to a plat filed in the Office of the Register of Deeds for Richland County in Plat Book ____ at Page ____; (hereinafter called "Grantee's Property")

The Grantor desires to retain a 15' easement for ingress and egress over a portion of the property as shown on Exhibit "A", the Easement area is described by the Cross Hatch Area on Exhibit "A".

NOW, THEREFORE, for and in consideration of Five and no/100 (\$5.00) Dollars and other valuable consideration, the legal receipt of which is hereby acknowledged by the Grantee, the Grantee does hereby grant, bargain, sell and release unto the Grantor, its successors and assigns, a 10' easement for ingress and egress over a portion of the property as shown on Exhibit "A".

This easement is for the purpose of providing Grantor with 15' easement for ingress and egress over a portion of the property as shown on Exhibit "A" and shall not be used for the installation of utilities or for any purposes other than access without the express written consent of the Grantee, which consent may be granted or withheld in Grantee's sole discretion.



The easement granted herein shall be a 15' easement for ingress and egress over a portion of the property as shown on Exhibit "A" and shall be for the benefit of the Grantor, its successors and assigns.

The right of easement declared hereby:

(a) Shall be an estate prior to any lien, deed, estate, or encumbrance whatsoever; and

(b) Shall be perpetual and shall run with the land, be binding upon, and inure to the benefit of the parties hereto, their heirs and assigns; and

(c) Shall be, and are, appurtenant to, and essentially necessary for the enjoyment and use of, the Grantee's Property.

It is the express intent of the parties that the easement granted herein shall not, at any time, merge by operation of law into the owner's title or interest in any parcel, but that said easement shall remain a separate and distinct right and estate in land. It is further expressly provided that the acquisition hereafter by any other party (including, without limitation, a present or future mortgagee of any parcel or any portion thereof) of an ownership interest (in fee, leasehold, or otherwise) shall not operate, by merger or otherwise, to extinguish, diminish, impair, or otherwise affect any easement granted herein, which said easement shall remain a separate and distinct right and estate in land.

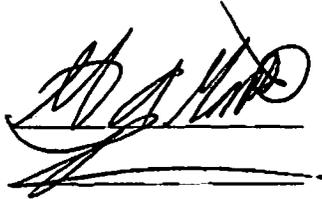
TO HAVE AND TO HOLD all and singular the easement above mentioned unto the said Cedar Development II, LLC, its successors and assigns forever.

And Grantee does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said 15' easement unto Cedar Development II, LLC, its successors and assigns, against themselves and its successors, assigns, and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.



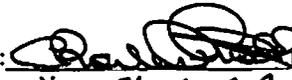
WITNESS our hands and seals this 1st day of July, 2008.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



GRANTEE:

THE CITY OF COLUMBIA

BY:  (SEAL)
Name: Charles P. Austin, Sr.
Title: City Manager

GRANTOR:

CEDAR DEVELOPMENT II, LLC



BY:  (SEAL)
Name:
Its Member



STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness, who being duly sworn, deposes and says that s/he saw the within-named City of Columbia by Charles P. Austin Sr., its City Manager and authorized signatory, sign, seal and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness subscribing above witnessed the execution thereof.

SWORN TO BEFORE ME THIS 15th
day of July, 2008



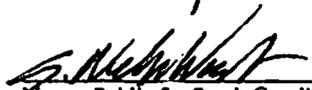
(L.S.) 
Notary Public for South Carolina
My Commission Expires: 12/17/12

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness, who being duly sworn, deposes and says that s/he saw the within-named Cedar Development II, LLC by Elie Abikaleed, its member and authorized signatory, sign, seal and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness subscribing above witnessed the execution thereof.

SWORN TO BEFORE ME THIS 1
day of July, 2008



(L.S.) 
Notary Public for South Carolina
My Commission Expires: 1/29/11

2



VICINITY MAP
1" = 100'

"PARCEL 2"
0.30 ACRES
13,205.12 SQ. FT

REFERENCE PLATS:

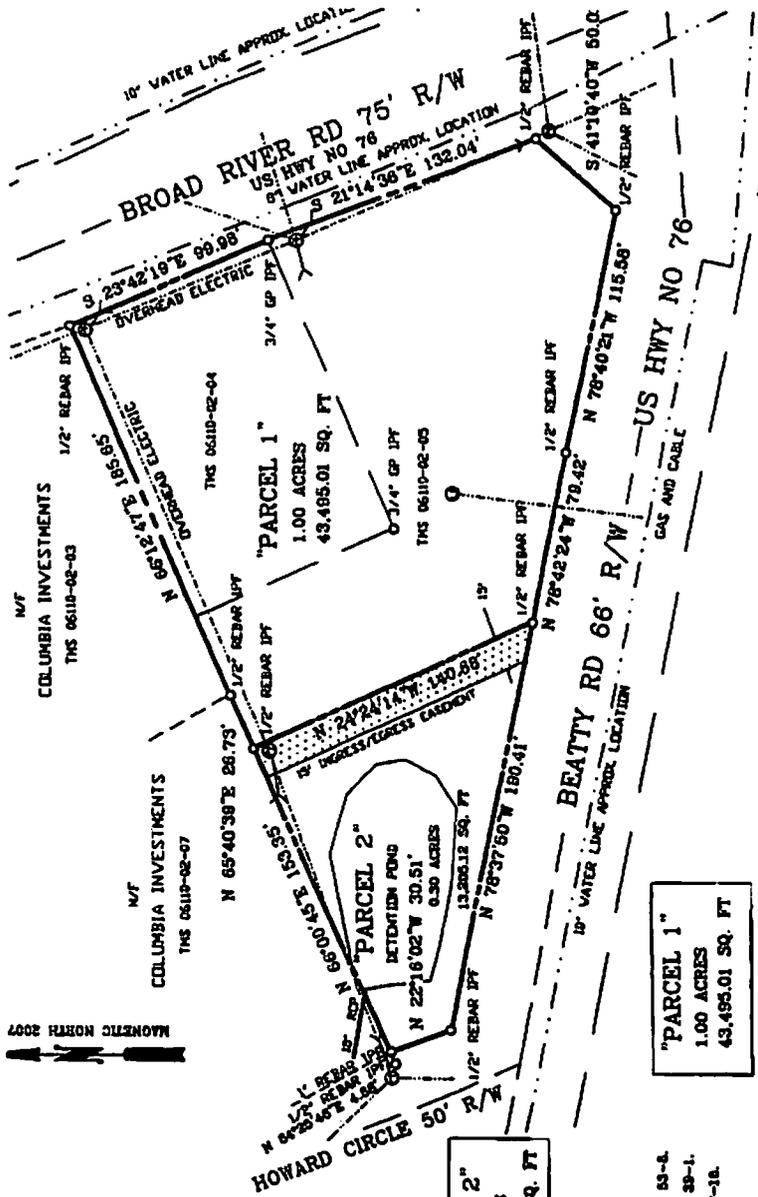
1. RICHLAND CO. THIS SHEET / 06110-02-05.
2. PLAT PREPARED FOR CEDAR DEVELOPMENT 2, LLC BY COLLEENWOOD SURVEYING, INC. DATED AUGUST 28, 2007.
3. CITY OF COLUMBIA WATER LINE AS-BUILTS DATED MARCH 1999. CF# 53-4.
4. CITY OF COLUMBIA WATER LINE AS-BUILTS DATED JAN 13, 1978. CF# 39-1.
5. CITY OF COLUMBIA WATER LINE AS-BUILTS DATED 8-21-73. CF# 37-10.
6. CF# 239-10

ALL UTILITIES ARE APPROXIMATE LOCATIONS AND MUST BE VERIFIED BEFORE DIGGING. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHT OF WAYS AND/OR AIR INFORMATION THAT MAY BE DISCOVERED IN A FULL AND COMPLETE TITLE SEARCH.

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 MODULUM 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 OBSTRUCTIONS OTHER THAN SHOWN.

DAVID S. SHUMPER SCYLS # 10500
DATE: MAY 24, 2008

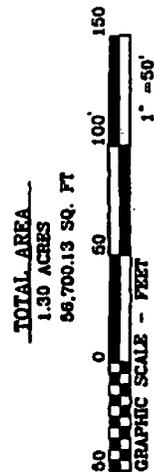
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAPS. NO. 45079C060 G DATED JANUARY 19, 1994.



PLAT PREPARED FOR

CITY OF COLUMBIA

LOCATED IN RICHLAND COUNTY, COLUMBIA, SOUTH CAROLINA



TOTAL AREA
1.30 ACRES
56,700.13 SQ. FT



CITY OF COLUMBIA
DEPARTMENT OF ENGINEERING

1136 WASHINGTON ST.
COLUMBIA SC 29201

PH. (803) 540-3874 FAX: 9

CF# 25

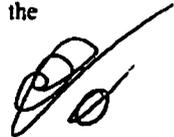
Exhibit "A"

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

MEMORANDUM OF
UNDERSTANDING

This memorandum of Understanding made this 1st day of July, 2008, by and between the Cedar Development 2, L.L.C. ("Seller") and City of Columbia, ("Buyer") and specifically relates to the Storm Water Detention Facility Easement filed in the office of the Richland County Register of Deeds in Deed Book _____ at page _____.

1. After conveyance of the aforementioned easement, buyer agrees to operate and maintain the Storm Water Retention Facility in the good and proper working order, subject to agreement for use equity here in after described.
2. Lots 22 and 9, or any lots subdivided therefrom, (or lots owned by seller now or in the future, which adjoin lots 22 and 9 (if there is sufficient capacity to accept discharge from the lots owned by the Seller now or in the future which adjoin lots 22 and 9)), shall have the right to connect and discharge to Storm Water Detention Facility and shall have a use equity in the Storm Water Detention Facility which shall be a prorata share of the Buyer's fiscal year cost to operate, maintain, repair or improve the Storm Water Detention Facility. The percentage of each property owners' use equity will be determined by the impervious area of each site as compared to the total impervious area of the property currently owned by the Seller as is shown on the aforesaid plat. If any property owner having a use equity in the Storm Water Detention Facility, fails to contribute its prorata share of the Buyer's fiscal year cost to operate, maintain, repair or improve the Storm Water Detention Facility, within thirty (30) days after invoice from the Buyer, Buyer may, in addition to any other legal or equitable remedy, self help and disconnect the property owner's connection to the Storm Water Detention Facility until the outstanding invoice is paid. Reconnection shall be at the property owner's sole cost and expense and shall be subject to the approval of the Buyer. The expense of any repairs or maintenance proximately caused by the



Buyer's failure to properly maintain the Storm Water Detention Facility shall be borne solely by the Buyer.

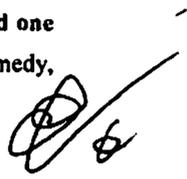
3. Seller and Buyer agree to execute any and all documents of any nature whatsoever to establish and memorialize the parties' obligations and rights hereunder, which may include and not be limited to covenants or restrictions, reservations, easements, rights of entry, and/or leases.

4. Seller reserves a fifteen (15') foot easement parallel and adjacent to the southern boundary of the remaining portion of Lot 23; said easement shall be used for ingress and egress from Beatty Road to Lot 22. Seller shall maintain the ingress and egress easement at Seller's expense.

5. In the event, the Buyer abandons the use of the Storm Water Detention Facility Property, title to the Storm Water Detention Facility Property shall automatically revert back to the Buyer and the obligations of the parties as they relate to the operation, maintenance and repair shall terminate.

6. In the event the Buyer sells the Fire Station Property, Buyer shall have the right to convey the Storm Water Detention Facility Property to the Purchaser of the Fire Station Property, subject to the automatic right of reverter, hereinafter described, and the use equity, heretofore described, or the Seller. Seller shall have a right of first refusal to purchase the Storm Water Detention Facility Property at a price to be negotiated by the parties. If conveyed to the Seller, the Purchaser of the Fire Station Property shall become obligated to pay Seller for the Purchaser's use equity in the Storm Water Detention Facility. The grantee of the Storm Water Detention Facility Property shall assume the Buyer's obligations for the operation, repair and maintenance of the Storm Water Detention Facility and the liabilities therefor. Upon conveyance, the Buyer's obligations and liabilities as they relate to the operation, maintenance and repair Storm Water Detention Facility shall terminate.

7. The rights and obligations of the parties as are contained in this paragraph shall survive the closing and conveyance and shall remain as a contractual obligation owed one to the other after closing and shall be fully enforceable by any legal or equitable remedy,



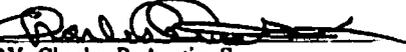
including but not limited to specific performance or damages, which are listed by way of illustration and not limitation.

(Signatures appear on the next page)

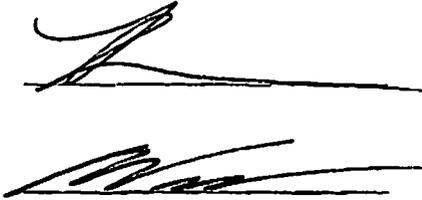
WITNESSES:

CITY OF COLUMBIA



BY: 
BY: Charles P. Austin, Sr.
ITS: City Manager

CEDAR DEVELOPMENT 2, LLC

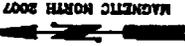
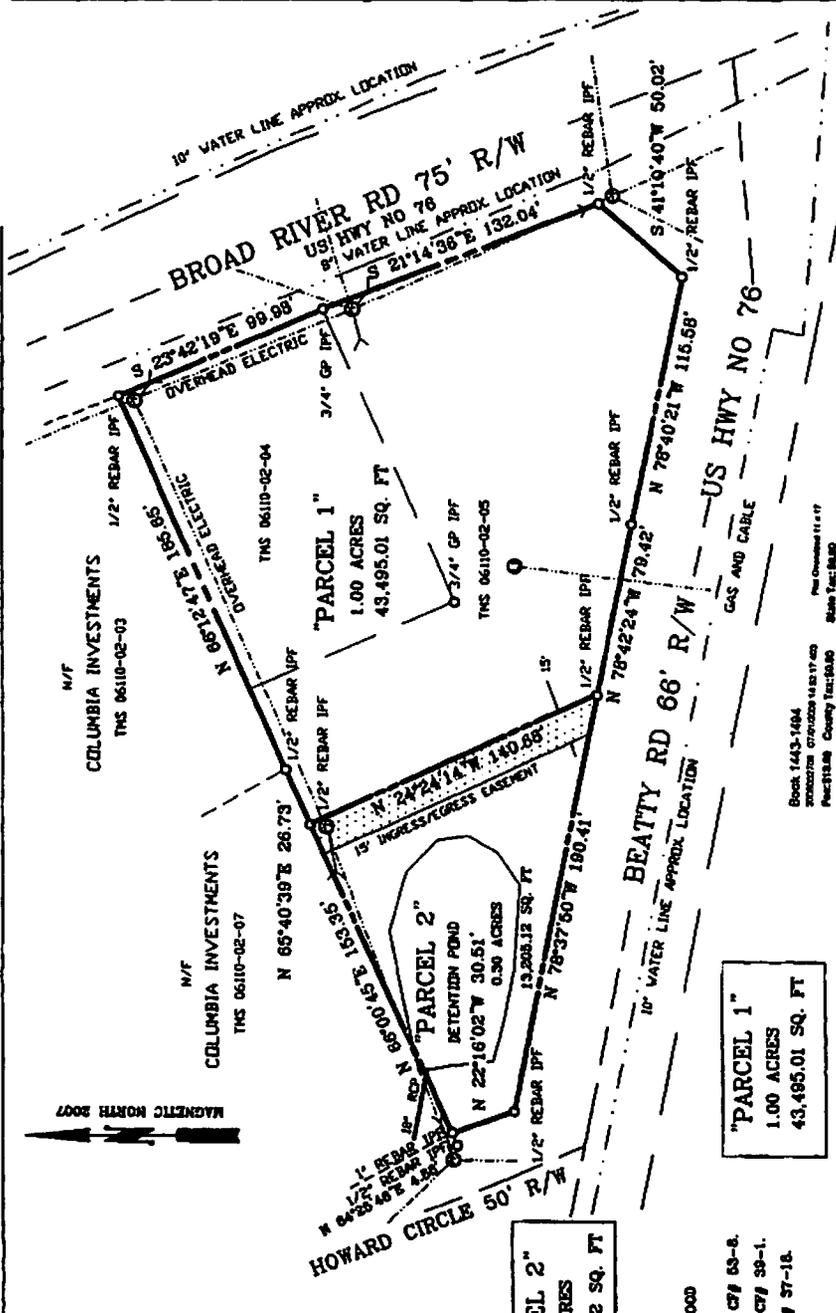


BY: 
BY: Elyse Allen
ITS: 





VICINITY MAP
1" = 100'



"PARCEL 1"
1.00 ACRES
43,495.01 SQ. FT.

"PARCEL 2"
0.30 ACRES
13,205.12 SQ. FT.

REFERENCE PLATS:

1. RICHLAND CO. TNS SHEET # 06110-02-06.
2. PLAT PREPARED FOR CEDAR DEVELOPMENT 2, LLC, BY COLLINGWOOD SURVEYING, INC. DATED AUGUST 20, 2007.
3. CITY OF COLUMBIA WATER LINE AS-BUILTS DATED MARCH 1964. C/F/ 63-8.
4. CITY OF COLUMBIA WATER LINE AS-BUILTS DATED JAN 12, 1976. C/F/ 39-1.
5. CITY OF COLUMBIA WATER LINE AS-BUILTS DATED 2-81-73. C/F/ 37-16.
6. C/F/ 230-16

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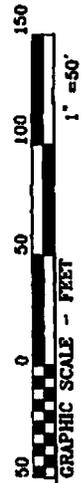
DAVID S. SHARPE SCL7LS # 10569
DATE: MAY 22, 2008

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA ACCORDING TO FEMA MAPS, NO. 45078C090 G DATED JANUARY 19, 1994.

CITY OF COLUMBIA

LOCATED IN RICHLAND COUNTY CITY OF COLUMBIA CERTAIN MAPS, 1944

TOTAL AREA
1.30 ACRES
56,700.13 SQ. FT.



PLAT PREPARED FOR

Book 1443-1484
200802278 07/02/08 14:52:17:00
Page 1113.00 County Rec 10/08/08
File Created 11-17
Map Text: 08/08



CITY OF COLUMBIA
DEPARTMENT OF ENGINEERING
1136 WASHINGTON ST.
COLUMBIA SC 29201
PH. (803) 545-3274 FAX: 803-6199
C/P# 250-257