

**ORDINANCE NO.: 2010-084**

*Authorizing the transfer of 5208 Randall Avenue, Richland County TMS #11701-06-05 to Eau Claire Development Corp. and the transfer of 612 Glenlea Road, Richland County TMS #09314-06-06; 136 Springway Drive, Richland County TMS #16310-05-25; 2514 Louise Street, Richland County TMS #11510-01-20; 1216 Pine Street, Richland County TMS #11406-07-20; 4061 Water Street, Richland County TMS #11602-12-07; 1501 Manning Avenue, Richland County TMS #11411-06-09; 1525 Manning Avenue, Richland County TMS #R11411-06-02 and R11411-06-03; 1527 Manning Avenue, Richland County TMS #R11412-06-06; and 926 East Campanella Drive, Richland County TMS #R14305-15-25 to Columbia Housing Development Corporation*

*BE IT ORDAINED* by the Mayor and Council of the City of Columbia, South Carolina, this 23rd day of June, 2010, that the City Manager is hereby authorized to execute Quit Claim Deeds and any closing documents necessary to effect the conveyance of the properties listed below from the City of Columbia to Eau Claire Development Corporation and Columbia Housing Development Corporation.

5208 Randall Avenue Columbia, SC 29203	R11701-06-05	Eau Claire Development Corp
612 Glenlea Road Columbia, SC 29203	R09314-06-06	Columbia Housing Development Corporation
136 Springway Drive Columbia, SC 29209	R16310-05-25	Columbia Housing Development Corporation
2514 Louisa Street Columbia, SC 29204	R11510-01-20	Columbia Housing Development Corporation
1216 Pine Street Columbia, SC 29204	R11406-07-20	Columbia Housing Development Corporation
4061 Water Street Columbia, SC 29203	R11602-12-07	Columbia Housing Development Corporation
1501 Manning Avenue Columbia, SC 29204	R11411-06-09	Columbia Housing Development Corporation
1525 Manning Avenue Columbia, SC 29204	R11411-06-02 R11411-06-03	Columbia Housing Development Corporation
1527 Manning Avenue Columbia, SC 29204	R11412-06-06	Columbia Housing Development Corporation
926 East Campanella Drive Columbia, SC 29203	R14305-15-25	Columbia Housing Development Corporation

Requested by:

Community Development

  
MAYOR

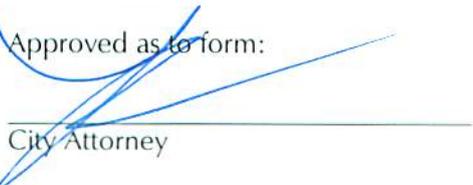
Approved by:

City Manager



Approved as to form:

City Attorney



ATTEST:

City Clerk



Introduced: 5/19/2010

Final Reading: 6/23/2010

ORIGINAL  
STAMPED IN REC

STATE OF SOUTH CAROLINA

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**AGREEMENT**

COUNTY OF RICHLAND

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This Agreement made this 30 day of June 2010, by and between the City of Columbia (“Seller”) and Columbia Housing Development Corporation (“CHDC”).

Subject to the following terms and conditions, it is agreed that:

1. PROPERTY DESCRIPTION. CHDC agrees to take title to and Seller agrees to transfer title to all those parcels of land, with the improvements thereon, if any, situated in Richland County, South Carolina, being described as follows (“the Properties”):

- 612 Glenlea Road, TMS #R09314-06-06
- 136 Springway Drive, TMS #R16310-05-25
- 2514 Louisa Street, TMS #R11510-01-20
- 1216 Pine Street, TMS #R11406-07-20
- 4061 Water Street, TMS #R11602-12-07
- 1501 Manning Avenue, TMS #R11411-06-09
- 1525 Manning Avenue, TMS #R11411-06-02, R11411-06-03
- 1527 Manning Avenue, TMS #R11412-06-06
- 926 East Campanella Drive, TMS #R14305-15-25

2. PURCHASE PRICE.

a) In lieu of an outright cash purchase of the Properties, CHDC agrees to rehabilitate the Properties up to the minimum standard outlined in the HOME and Community Development Block Grant (CDBG) Laws and Regulations. The City will provide financing to complete the rehabilitation of the Properties as needed through its available CDBG and HOME funds. The rehabilitation of the Properties will be financed through individual lines of credit for each individual property.

b) CHDC will be required to formally request financing for the rehabilitation of the Properties as needed from the Housing and Loan Committee providing all required plans, construction estimates, and other documentation required to complete the request.

c) On the first day of every third month the City will reimburse CHDC for all recurring expenses by the Properties including, but not limited to, insurance, maintenance, utilities, and other expenses allowable in the HOME and CDBG Laws and Regulations. CHDC will submit copies of all invoices, statements, and receipts of payment for all expenses incurred during that period for the Properties in order to be reimbursed by the City through its available Community Development Block Grant or HOME funds.

d) CHDC will list and sell the Properties with whichever Realtor it has contracted with. CHDC will be responsible for establishing sales prices, finding buyers, and coordinating real estate closings and any other activities associated with selling the Properties.

e) The City will receive all proceeds from the sale of the Properties less the CHDC’s costs, and any recurring expenses associated with the Properties that were incurred by CHDC that have not yet been reimbursed. The

City will also use the proceeds from the sale of the Properties to repay any outstanding loan balance from the lines of credit that the City provided for the rehabilitation of the Properties. CHDC will provide a copy of the Sales Contract, HUD Settlement Statement, and documentation of expenses to be reimbursed prior to the sale of the Properties.

f) In the event of the sale of the Properties, the Realtor will receive a sales commission on the sales price based on its contract with CHDC and CHDC will receive a fee of \$1,500 for handling the rehabilitation and sale of the Properties. These fees are to be agreed upon prior to the sale of the Properties.

g) The City will make housing loans available to homebuyers who are 80% or below the HUD median income through its current CityLiving Home Loan Programs. In the event that the buyer qualifies and is approved for a home loan through the City's CityLiving Home Loan Programs, there will not be any new money disbursed except any amounts needed to cover closing costs and prior recurring expenses associated with the Properties incurred by CHDC.

h) In the event that any of the Properties are leased and not sold, the City will receive all rental income associated with the lease of the Properties less a property management fee to CHDC of 10% of the gross rent. However, if the property is sold in the future, then items 2(d), 2(e), 2(f) and 2(g) will apply and will be effective as of the date of the sales contract between CHDC and the buyer.

All of the provisions contained in this Paragraph 2 shall survive the closing and expressly remain a contractual obligation between the Seller and CHDC. The parties may amend the provisions contained in this Paragraph 2 after closing by written agreement mutually agreed upon and signed by both parties.

Waiver of a breach of the provisions contained in this Paragraph 2 after closing shall not constitute waiver of a subsequent breach.

3. **CLOSING COSTS.** All closing costs, prepaid items, deed transfer fees, and all other expenses of each transfer will be paid by the Seller through CDBG or HOME funds

4. **CONDITIONS AND RESTRICTIONS.** The Seller shall convey each of the Properties to the CHDC by quit-claim deed or limited warranty deed, as Seller may deem appropriate in its sole and exclusive discretion, subject to any governmental statutes or ordinances, zoning ordinances and regulations, building restrictions and conditions, restrictions, covenants, and easements of record, including any shown on a recorded plat; also, any state of facts that an accurate survey would show. Also subject to the contingencies and other agreements described herein. Conveyance is also subject to the Seller's reservation of a fifteen (15') foot wide easement over any utilities located upon each of the Properties not evidenced by a recorded grant of easement.

5. **CONDITION OF PROPERTY.** The CHDC has fully examined and inspected each of the Properties except as to environmental matters (see Paragraph 11 below). The CHDC acknowledges that it is purchasing each of the Properties "AS IS" and not on the basis of representations or warranties made by Seller or anyone acting on Seller's behalf, either expressed or implied, other than as specifically set forth or provided for herein. **THE SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF HABITABILITY.**

6. **RISK OF LOSS OR DAMAGE.** The risk of loss or damage to each of the Properties by fire or other

casualty until the delivery of the deed is assumed by the Seller. In the case of loss or damage, the Seller has the option to restore any of the Properties within a reasonable time to substantially its undamaged condition or to terminate this Agreement as to the specific Property. In the event the Seller elects to terminate this Agreement, there shall be no further obligation of the Seller to the CHDC as to that specific Property.

7. REAL ESTATE COMMISSION. Both parties warrant that they have taken no action which would result in a real estate commission being due.

8. SELLER'S DEFAULT. If the Seller shall be unable to convey title for any specific Property in accordance with the terms of this Agreement, there shall be no further obligation of the Seller to the CHDC with regard to that Property. The CHDC may, nevertheless, accept such title as Seller may be able to convey, without any other liability on the part of the Seller. The acceptance of a deed by the CHDC shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Agreement.

9. CHDC'S DEFAULT. If the CHDC shall default under this Agreement, the Seller shall have the option of terminating this Agreement. These remedies are in addition to, and not in place of, all remedies available to the Seller at law or in equity.

10. ADJUSTMENTS. Taxes, interest, water charges, sewer charges, fuel oil, light charges, rents when collected, and other assessments, if any such items are applicable, shall be adjusted as of the date of closing. Tax proration pursuant to this Agreement are based on the taxes of record on this date and are, therefore, prorated on that basis. Any increase or decrease of taxes shall be subject to an adjustment by the CHDC and/or Seller when the current year's taxes are determined.

11. ENVIRONMENTAL INSPECTION PERIOD. CHDC shall have an environmental inspection period which begins on the date a representative of the Seller executes this Agreement and ends at the end of the sixtieth (60) day thereafter. During the inspection period, the CHDC may obtain such environmental assessment reports as it deems appropriate and shall have reasonable access to any of the Properties for the sole purpose of conducting such environmental investigations. CHDC shall indemnify and hold Seller harmless from any damages, liabilities, or claims for damage to any of the Properties, other property damage, personal injury, mechanics liens and for any other type of claim, in any way connected with the activities of CHDC hereunder, including, without limitation, CHDC's agents, contractors, or employees, and also including payment by CHDC to Seller of attorney's fees incurred by Seller in defense of any claim or in the enforcement thereof. The indemnities herein shall expressly survive the closing or the termination of this Agreement and shall be in addition to any other damage provisions contained in this Agreement. At any time during this inspection period, CHDC shall have the right to terminate this Agreement as to any of the Properties if it receives a Phase I Environmental Assessment showing substantial and material environmental problems with the Property.

12. CLOSING DATE. The closing shall take place at such times as the parties may mutually agree.

13. POSSESSION. The Seller shall relinquish possession of each of the Properties to the CHDC at closing for the specific Property.

14. CONTINGENCY. This contract is contingent upon City Council enacting an ordinance authorizing the sale of the Properties as provided herein.

15. ONLY CONTRACT. The captions employed in this Agreement are for convenience only and are not intended in any way to limit, amplify, or modify the terms and provisions hereof. The parties hereto further agree that this written Agreement expresses the entire agreement between the parties and this Agreement may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of such change is sought. All prior negotiations and representations of the parties are merged herein and are void and unenforceable unless contained in this Agreement.

WITNESSES:

*Luella D. Salley*

*[Signature]*

AS TO SELLER

CITY OF COLUMBIA

By: *[Signature]*

Steven A. Gantt

Its: City Manager

*[Signature]*

*Susan M. Lyon*

AS TO CHDC

COLUMBIA HOUSING DEVELOPMENT CORPORATION

By: *[Signature]*

Its: *Executive Director*

STATE OF SOUTH CAROLINA            }  
  }  
COUNTY OF RICHLAND                }

**AGREEMENT**

This Agreement made this 30 day of June 2010, by and between the City of Columbia ("Seller") and Eau Claire Development Corporation, ("ECDC").

Subject to the following terms and conditions, it is agreed that:

1. **PROPERTY DESCRIPTION.** ECDC agrees to take title to and Seller agrees to transfer title to all those parcels of land, with the improvements thereon, if any, situated in Richland County, South Carolina, being described as follows ("the Property"):

5208 Randal Avenue, Richland County TMS #11701-06-05

2. **PURCHASE PRICE.**

a) In lieu of an outright cash purchase of the Property, ECDC agrees to rehabilitate the Property up to the minimum standard outlined in the HOME and Community Development Block Grant (CDBG) Laws and Regulations. The City will provide financing to complete the rehabilitation of the Property as needed through its available CDBG and HOME funds. The rehabilitation of the Property will be financed through individual lines of credit for each individual property.

b) ECDC will be required to formally request financing for the rehabilitation of the Property as needed from the Housing and Loan Committee providing all required plans, construction estimates, and other documentation required to complete the request.

c) On the first day of every third month the City will reimburse ECDC for all recurring expenses by the Property including, but not limited to, insurance, maintenance, utilities, and other expenses allowable in the HOME and CDBG Laws and Regulations. ECDC will submit copies of all invoices, statements, and receipts of payment for all expenses incurred during that period for the Property in order to be reimbursed by the City through its available Community Development Block Grant or HOME funds.

d) ECDC will list and sell the Property with whichever Realtor it has contracted with. ECDC will be responsible for establishing sales prices, finding buyers, and coordinating real estate closings and any other activities associated with selling the Property.

e) The City will receive all proceeds from the sale of the Property less the ECDC's costs, and any recurring expenses associated with the Property that were incurred by ECDC that have not yet been reimbursed. The City will also use the proceeds from the sale of the Property to repay any outstanding loan balance from the lines of credit that the City provided for the rehabilitation of the Property. ECDC will provide a copy of the Sales Contract, HUD Settlement Statement, and documentation of expenses to be reimbursed prior to the sale of the Property.

f) In the event of the sale of the Property, the Realtor will receive a sales commission on the sales price based on its contract with ECDC and ECDC will receive a fee of \$1,500 for handling the rehabilitation and sale of the Property. These fees are to be agreed upon prior to the sale of the Property.

g) The City will make housing loans available to homebuyers who are 80% or below the HUD median income through its current CityLiving Home Loan Programs. In the event that the buyer qualifies and is approved for a home loan through the City's CityLiving Home Loan Programs, there will not be any new money disbursed except any amounts needed to cover closing costs and prior recurring expenses associated with the Property incurred by ECDC.

h) In the event that the Property is leased and not sold, the City will receive all rental income associated with the lease of the Property less a property management fee to ECDC of 10% of the gross rent. However, if the property is sold in the

future, then items 2(d), 2(e), 2(f) and 2(g) will apply and will be effective as of the date of the sales contract between ECDC and the buyer.

All of the provisions contained in this Paragraph 2 shall survive the closing and expressly remain a contractual obligation between the Seller and ECDC. The parties may amend the provisions contained in this Paragraph 2 after closing by written agreement mutually agreed upon and signed by both parties.

Waiver of a breach of the provisions contained in this Paragraph 2 after closing shall not constitute waiver of a subsequent breach.

3. CLOSING COSTS. All closing costs, prepaid items, deed transfer fees, and all other expenses of each transfer will be paid by the Seller through CDBG or HOME funds.

4. CONDITIONS AND RESTRICTIONS. The Seller shall convey the Property to the ECDC by quit-claim deed or limited warranty deed, as Seller may deem appropriate in its sole and exclusive discretion, subject to any governmental statutes or ordinances, zoning ordinances and regulations, building restrictions and conditions, restrictions, covenants, and easements of record, including any shown on a recorded plat; also, any state of facts that an accurate survey would show. Also subject to the contingencies and other agreements described herein. Conveyance is also subject to the Seller's reservation of a fifteen (15') foot wide easement over any utilities located upon the Property not evidenced by a recorded grant of easement.

5. CONDITION OF PROPERTY. The ECDC has fully examined and inspected the Property except as to environmental matters (see Paragraph 11 below). The ECDC acknowledges that it is purchasing the Property "AS IS" and not on the basis of representations or warranties made by Seller or anyone acting on Seller's behalf, either expressed or implied, other than as specifically set forth or provided for herein. THE SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF HABITABILITY.

6. RISK OF LOSS OR DAMAGE. The risk of loss or damage to the Property by fire or other casualty until the delivery of the deed is assumed by the Seller. In the case of loss or damage, the Seller has the option to restore the Property within a reasonable time to substantially its undamaged condition or to terminate this Agreement as to the specific Property. In the event the Seller elects to terminate this Agreement, there shall be no further obligation of the Seller to the ECDC as to that specific Property.

7. REAL ESTATE COMMISSION. Both parties warrant that they have taken no action which would result in a real estate commission being due.

8. SELLER'S DEFAULT. If the Seller shall be unable to convey title for any specific Property in accordance with the terms of this Agreement, there shall be no further obligation of the Seller to the ECDC with regard to that Property. The ECDC may, nevertheless, accept such title as Seller may be able to convey, without any other liability on the part of the Seller. The acceptance of a deed by the ECDC shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Agreement.

9. ECDC'S DEFAULT. If the ECDC shall default under this Agreement, the Seller shall have the option of terminating this Agreement. These remedies are in addition to, and not in place of, all remedies available to the Seller at law or in equity.

10. ADJUSTMENTS. Taxes, interest, water charges, sewer charges, fuel oil, light charges, rents when collected, and other assessments, if any such items are applicable, shall be adjusted as of the date of closing. Tax prorations pursuant to this Agreement are based on the taxes of record on this date and are, therefore, prorated on that basis. Any increase or decrease of taxes shall be subject to an adjustment by the ECDC and/or Seller when the current year's taxes are determined.

11. ENVIRONMENTAL INSPECTION PERIOD. ECDC shall have an environmental inspection period which begins on the date a representative of the Seller executes this Agreement and ends at the end of the sixtieth (60) day thereafter. During the inspection period, the ECDC may obtain such environmental assessment reports as it deems appropriate and shall have reasonable access to the Property for the sole purpose of conducting such environmental investigations. ECDC shall indemnify and hold Seller harmless from any damages, liabilities, or claims for damage to the Property, other property damage, personal injury, mechanics liens and for any other type of claim, in any way connected with the activities of ECDC hereunder, including, without limitation, ECDC's agents, contractors, or employees, and also including payment by ECDC to Seller of attorney's fees incurred by Seller in defense of any claim or in the enforcement thereof. The indemnities herein shall expressly survive the closing or the termination of this Agreement and shall be in addition to any other damage provisions contained in this Agreement. At any time during this inspection period, ECDC shall have the right to terminate this Agreement as to the Property if it receives a Phase I Environmental Assessment showing substantial and material environmental problems with the Property.

12. CLOSING DATE. The closing shall take place at such times as the parties may mutually agree.

13. POSSESSION. The Seller shall relinquish possession of the Property to the ECDC at closing for the specific Property.

14. CONTINGENCY. This contract is contingent upon City Council enacting an ordinance authorizing the sale of the Property as provided herein.

15. ONLY CONTRACT. The captions employed in this Agreement are for convenience only and are not intended in any way to limit, amplify, or modify the terms and provisions hereof. The parties hereto further agree that this written Agreement expresses the entire agreement between the parties and this Agreement may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of such change is sought. All prior negotiations and representations of the parties are merged herein and are void and unenforceable unless contained in this Agreement.

WITNESSES:

Richard D. Salley  
[Signature]  
AS TO SELLER

CITY OF COLUMBIA

By: [Signature]  
Steven A. Gantt  
Its: City Manager

EAU CLAIRE DEVELOPMENT CORPORATION  
COLUMBIA HOUSING DEVELOPMENT  
CORPORATION

[Signature]  
Heidi J. Geator  
AS TO ECDC

[Signature]  
By: MICHAEL L. MANIS  
Its: EXECUTIVE DIRECTOR

H. RONALD STANLEY  
ATTORNEY AT LAW  
1418 PARK STREET  
COLUMBIA, SOUTH CAROLINA 29201

H. RONALD STANLEY  
TRASHA NICOLE HICKMAN

MAILING ADDRESS:  
POST OFFICE BOX 7722  
COLUMBIA, SOUTH CAROLINA 29202  
PHONE (803) 799-4700  
FAX (803) 799-3036

November 23, 2010

Ms. Deborah J. Livingston  
Executive Director  
Columbia Housing Development Corporation  
1136 Washington Street  
Columbia, South Carolina 29201

Dear Deborah:

Enclosed please find a copy of the Deed from the City of Columbia to Columbia Housing Development Corporation wherein the City has deeded to CHDC eight (8) parcels of land in the City of Columbia. This Deed has been duly recorded in the Office of the Register of Deeds for Richland County in Record Book 1647 at Page 1783. I will forward the original Deed to you upon my receipt of the original back from the ROD Office.

Thank you for allowing me to assist you with this matter.

Very truly yours,



H. Ronald Stanley

HRS/eja



COPY

ATTORNEY CERTIFICATION

I, Kenneth E. Guines, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of this document this 26<sup>th</sup> day of October, 2010.

State Bar or License Number 2206

STATE OF SOUTH CAROLINA )  
 ) QUIT-CLAIM DEED  
 ) Office of the City Attorney  
 ) Ordinance No. 2010-084  
COUNTY OF RICHLAND )  
 ) Columbia, South Carolina

KNOW ALL MEN BY THESE PRESENTS, THAT, the City of Columbia, South Carolina, (hereinafter called "Grantor"), in consideration of the sum of **One and No/10o (\$1.00) Dollars**, to it in hand paid at and before the sealing of these presents by **Columbia Housing Development Corporation**, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quit-claim, subject to the easements, restrictions, reservations and conditions ("Exceptions") set forth below unto the said **Grantee**, its successors and assigns, subject to the below stated Exceptions, the following described real property to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTIONS

No derivation is required for a Quit-Claim Deed. See, S.C. Code Ann. § 30-5-35.

**THIS CONVEYANCE IS MADE SUBJECT TO:** Any governmental statutes or ordinances, zoning ordinances and regulations, building restrictions and conditions, restrictions, covenants, and easements of record, including any shown on a recorded plat; also, any state of facts that an accurate survey would show ("Exceptions").

**RESERVATION OF EASEMENTS:** Grantor expressly reserves unto itself, its successors and assigns, perpetual easements fifteen feet (15') in width with the utility line being the center line for any sewer, water and/or storm drain lines of Grantor which may be located upon the property not evidenced by a recorded grant of easement. The easements shall be for the purpose of operating, maintaining, repairing and replacing sewer, water and or storm drain lines (as the case may be) ("Reservation of Easements"). Grantee shall have the option to relocate, at the Grantee's sole expense, all utilities located on the Subject Property: (1) that interfere with Grantee's use of the Subject Property or (2) whose operation or maintenance will be interfered with by Grantee's use of the Subject Property, as determined by the Grantor or Grantee.

**TOGETHER** with, subject to the above Exceptions and Reservation of Easements, 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**, subject to the above Exceptions and Reservation of Easements, all and singular, the said premises before mentioned unto the said Grantee, its successors and assigns forever, so that neither the Grantor nor its successors and assigns, nor any other person or persons, claiming under Grantor or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, excepting the Exceptions and Reservation of Easements, forever.

2010-084  
1040690  
2010-RP-008

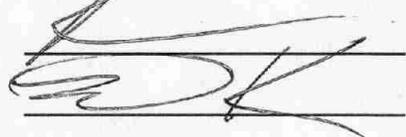
Book 1647-1783  
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Fee:\$10.00 County Tax:\$0.00 State Tax:\$0.00  
Quitclaim Deed



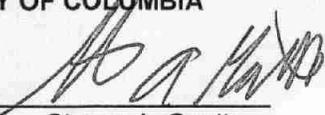
2010077054 Richard W. Rodden Richland County R O D

WITNESS Grantor's hand and seal by Steven A. Gantt, its City Manager this 26<sup>th</sup> day of October, 2010.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:



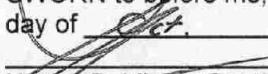
CITY OF COLUMBIA

BY:   
Steven A. Gantt  
ITS: City Manager

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND      )

PROBATE

Personally appeared before me Michael D. King, a witness and made oath that s/he saw the within named City of Columbia, South Carolina by Steven A. Gantt, its City Manager sign, seal and as its act and deed, deliver the within written Deed; and that s/he with Kenneth E. Gantt, the other witness, was present and witnessed the execution thereof.

SWORN to before me, this 26<sup>th</sup>  
day of Oct., 2010  
  
(L.S.)  
Notary Public for South Carolina  
My Commission Expires: 12/17/17



Grantee Address: 1136 Washington Street  
Columbia, S.C. 29201

**EXHIBIT "A"**  
**(Ordinance No.: 2010-084)**

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, and being shown and designated as Lot Twenty-Seven (27), Block "E" on a plat of Section "B", Northwood Hills prepared by William Wingfield, RLS, dated March 28, 1955, last revised September 15, 1958 and recorded in Plat Book "11" at page 373, and being more particularly shown on a plat of Lot Twenty-seven (27), Block "E" on a plat prepared for Derrick J. Chapman by Cox and Dinkins, Inc. in Plat Book "56" at page 698 in the RMC Office of Richland County, said property having the metes, bounds and measurements as shown on the 1995 plat which is incorporated herein by reference.

TMS No.: 09314-06-06

Property Address: 612 Glenlea Road, Columbia, SC 29203

**ALSO:** All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, and being more particularly shown and delineated as Lot 221 of East Lake Subdivision Phase 4 A and is more fully shown and delineated on a Bonded Plat of East Lake Subdivision, Phase 4 A prepared by U.S. Group, Inc. dated December 14, 2000, revised January 3, 2001 and recorded January 22, 2001 in Book 476 at Page 1472. Further shown on a plat prepared for Alicia M. Cunningham by Cox and Dinkins, Inc. dated June 15, 2001, recorded July 2, 2001 in the Office of the ROD for Richland County in Book R 538 at Page 155, Richland County records. Reference is made to said latter plat for a more complete and accurate description.

TMS No.: 16310-05-25

Property Address: 136 Springway Drive, Columbia, SC 29209

**ALSO:** All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being at the intersection of Waites Road and Louise Street in the City of Columbia, County of Richland, State of South Carolina, containing 0.14 acre and being shown and designated as Lot 1 on a final plat prepared for Columbia Housing Development Corporation by Cox and Dinkins, Inc., dated August 15, 2001 and recorded in the Office of the ROD for Richland County in Plat Book 916 at Page 570. Said property being further shown on a plat prepared for L.O. Fogle by Cox and Dinkins, Inc., dated February 24, 2005 and recorded in Plat Book 1079 at Page 303. The foresaid plat being incorporated herein by reference for a more accurate description of metes and bounds.

TMS No.: 11510-01-20

Property Address: 2514 Louisa Street, Columbia, SC 29204

**ALSO:** All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the eastern side of Pine Street, between Lady Street and Gervais Street, in the City of Columbia, County of Richland and State of South Carolina, said lot fronting west on Pine Street for a distance of fifty-nine feet and six inches (59'6"), more or less, and running back therefrom in parallel lines to a depth of one hundred four feet and four inches (104'4"), more or less and being bounded as follows: On the north by property now or formerly of William Winthrop; on the east by property now or formerly of Rachel Mitchell; on the south by property now or formerly of P.J. Corley and on the west by the said Pine Street.

TMS No.: 11406-07-20

Property Address: 1216 Pine Street, Columbia, SC 29204

**ALSO:** All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being on the western side of Water Street in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lot 2 and the northern one-half of Lot 3 in Block "G" as shown on a plat of LINCOLN PARK prepared by Tomlinson Engineering Company dated October 29, 1947, and recorded in the Office of the ROD for Richland County in Plat Book "M" at Page 112; said lot having such metes and bounds as shown on said plat, which is being incorporated herein by reference as a part of this description.

TMS No.: 11602-12-07

Property Address: 4061 Water Street, Columbia, SC 29203

**EXHIBIT "A"**

(Ordinance No.: 2010-084)

**ALSO:** All that certain piece, parcel, or lot of land, together with the improvements thereon, (known as 1525 Manning Avenue), situate, lying and being on the western side of Manning Avenue between Camden Road and Marshall Street, in the City of Columbia, in the County of Richland, in the State of South Carolina, being more fully represented and delineated as Lot Numbers Twelve (12) and Thirteen (13), upon a plat of "Hampton Place", made by T. Keith Legare dated May 31, 1911 and recorded in the Office of the ROD for Richland County in Plat Book C at Page 25.

TMS Nos.: 11411-06-02 and 11411-06-03      Property Address: 1525 Manning Avenue, Columbia, SC 29204

**ALSO:** All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Columbia, in the County of Richland, State of South Carolina, known and designated as Lot No. 11 as appears on a plat of Hampton Place made by T. Keith Legare, Surveyor, dated May 31, 1911 and recorded in the Office of the ROD for Richland County in Plat Book "C" at Page 25. The said property being further shown on a plat prepared for Columbia Housing Development Corporation by Cox and Dinkins dated December 19, 2007. The said latter plat being incorporated herein by reference for an accurate description of metes and bounds. All measurements being a little more or less.

TMS No.: 11412-06-06      Property Address: 1527 Manning Avenue, Columbia, SC 29204

**ALSO:** All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on the eastern side of Campanella Street near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Lot No. Nine (9) of Block "D" on a Plat of Farrow Hills prepared by Clifton P. Riley, March 27, 1957 and recorded in the Office of the Clerk of Court for Richland County in Plat Book 9, at Page 276. Said lot being further shown and delineated on a plat prepared for Ulysses Savage and Jacqueline Savage by Ben Whetstone Associates dated May 5, 1997, to be recorded and having such bounds as shown on said latter plat, be all such measurements a little more or less.

TMS No.:            14305-15-25      Property Address: 926 Campanella Drive, Columbia, SC 29203