



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

Agenda Item No.

11b

TO: Honorable Mayor and Members of City Council
FROM: John F. McDonough, City Manager

Ordinance/First Reading Ordinance/Second & Final Reading Resolution/First & Final Reading Information Only

AGENDA DATE REQUESTED: May 10, 2021

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE TO CONVEY SURPLUS CITY PROPERTY LOCATED ON WOODSIDE AVENUE AND WOODLAWN AVENUE TO GENESIS HOMES FOR PURPOSES OF AFFORDABLE HOUSING

SUMMARY BACKGROUND:

This Ordinance authorizes the donation of surplus City land on Woodside and Woodlawn Avenue to Genesis Homes, a non-profit affordable housing development partner, for the purposes of developing affordable housing.

IMPACT IF DENIED:

The donation of land will not occur.

FINANCIAL IMPACT:

Forgone revenues that would otherwise be realized from the direct sale of the properties; however, it is anticipated that the benefit conferred upon the City and its residents by the development of the affordable housing units that will be facilitated by the land donation will outweigh the forgone revenues over the long term.

REQUIRED SIGNATURES

Department Director Merle Johnson
DocuSigned by:
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City Attorney Michael Pitts
DocuSigned by:
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OMB Director _____

City Manager John McDonough
DocuSigned by:
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AN ORDINANCE

TO CONVEY SURPLUS CITY PROPERTY LOCATED ON WOODSIDE AVENUE AND WOODLAWN AVENUE TO GENESIS HOMES FOR PURPOSES OF AFFORDABLE HOUSING

WHEREAS, on August 8, 2016, and June 12, 2017, City Council authorized the purchase of approximately 1.15 acres for \$62,000 utilizing Community Development Block Grant Funds for the purpose of future workforce and affordable housing and revitalization initiatives; and

WHEREAS, in January 2017, City Council adopted the “Balancing Prosperity and Housing Affordability” report (the “Report”); and

WHEREAS, the City recognizes Genesis Homes as a key partner since 2008 in the development of affordable housing in order to implement neighborhood master plan goals and objectives in alignment with the findings and recommendations contained in the “Report”; and

WHEREAS, the City is the owner of surplus property located on Woodside Avenue and Woodlawn Avenue more particularly identified and described in the Contract for Sale of Real Estate, attached hereto and incorporated herein by reference as Attachment 1 (the “Contract” and the real property described therein, the “City Property”); and

WHEREAS, the City desires to donate the City Property to the Fund for purposes of developing affordable housing thereon as Genesis Homes has been awarded funds in the amount of \$3,040,000 through South Carolina Housing’s Small Rental Development Program for the development of eight (8) affordable rental units on the City Property; and

WHEREAS, the donation shall be accomplished through the Contract; and

WHEREAS, City Council desires to approve the donation of the City Property to Genesis Homes and authorize the City Manager to execute all necessary documents to consummate the donation including, but in no way limited to, the Contract and one or more deeds of conveyance;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA the City Manager is hereby authorized to execute the Contract and issue one or more deeds to Genesis Homes in order to convey the City Property. The City Manager is further authorized to execute any other documents, in consultation with the City Attorney, which may be necessary to effectuate said conveyance.

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED:

CITY MANAGER

ATTACHMENT 1

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (the “Contract”) is hereby made and entered into by and between **The City of Greenville**, a political subdivision and South Carolina municipal corporation (hereinafter the "Donor") and the **Genesis Homes**, a South Carolina non-profit corporation (hereinafter the "Donee") effective as of the date the last party signs below.

WITNESSETH:

The Donor agrees to donate and the Donee agrees to accept the Property (as that term is defined below) for the sum of **TEN AND 00/00 DOLLARS (\$10.00)**.

The Donor agrees to convey the Property by limited warranty deed subject to existing easements, rights-of-way, and restrictions that may appear of public record or would be evidenced or discovered by a current survey. The deed shall contain a provision that the Property shall be used exclusively for purposes of affordable housing.

DONOR IS DONATING THE PROPERTY "AS-IS, WHERE-IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WITH THE SOLE EXCEPTION OF THE WARRANTY COVENANTS THAT MAY BE SET FORTH IN THE LIMITED WARRANTY DEED. UPON CLOSING, DONEE AGREES TO ACCEPT THE PROPERTY IN ITS PRESENT CONDITION, SUBJECT TO ALL PATENT AND LATENT DEFECTS, IF ANY, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTY. DONOR HAS NOT MADE ANY REPRESENTATION AS TO THE FITNESS, SUITABILITY, HABITABILITY OR USEABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO (A) THE QUALITY OR CONDITION OF THE IMPROVEMENTS, IF ANY AND (B) THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL BODY. TO THE MAXIMUM EXTENT LAWFUL AND UNLESS CLEARLY AND ABSOLUTELY PROHIBITED BY LAW, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND HABITABILITY, ANY WARRANTIES IMPOSED BY STATUTE AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES OF ANY KIND OR CHARACTER ARE SPECIFICALLY DISCLAIMED BY THE DONOR.

Transaction to be closed on or before ninety (90) days from the date of execution of the Contract, subject to all contingencies set forth below, at the offices of Donee’s counsel. Possession of the premises to be given to Donee at closing. Donor shall bear all risk of loss until the time of closing.

Donee shall bear all costs associated with the preparation of the deed, the satisfaction of any past due taxes and government fees that may be due and owing, the cost of recording and deed stamps. *Ad valorem* taxes and any other fees assessed by any governmental body for the year in which the closing occurs shall be the responsibility of the Donee. To the extent not encompassed by the foregoing, the parties shall bear their own costs and fees.

Time is of the essence of this Contract. This Contract embodies the entire agreement between the parties concerning the donation of the Property. This is a legally binding agreement. If not understood, seek competent advice. THE DONOR IS REPRESENTED BY THE OFFICE OF THE CITY ATTORNEY AND DONEE ACKNOWLEDGES THAT DONOR'S COUNSEL IS PROVIDING NO LEGAL ADVICE OR REPRESENTATION TO THE DONEE. DONEE IS ENCOURAGED TO OBTAIN INDEPENDENT LEGAL ADVICE.

Description of the land together with all improvements located thereon, if any, (collectively the “Property”):

Parcel 1: (TMS No. 0122001300200)

ALL that piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Greenville, City of Greenville, being known and designated as Lot No. 14, Donwood Subdivision, shown on Plat A at Page 463 and being more recently shown as *Lot 14 Donwood, 14,860 Sq. Ft., 0.341 Acres*, on a survey prepared by Site Design, Inc., entitled, "City of Greenville (55 Woodside Avenue)," dated June 13, 2017 recorded herewith in the Register of Deeds Office for Greenville County in Plat Book 1278 at Page 94. Reference to the more recent survey, attached hereto and incorporated herein as **Exhibit A**, is hereby made for a metes and bounds thereof.

Parcel 2: (TMS No. 0122001300300)

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Greenville, City of Greenville, and being known as a portion of Lot 12 and all of Lot 13 of the Donwood Subdivision as shown on Plat Book A at Page 463, recorded in the Register of Deeds Office for Greenville County and more recently shown as *Part Lots 12 and 13, Donwood, 12,892 SQ. FT., 0.296 ACRES* on a survey entitled, "City of Greenville (53 Woodside Avenue)," prepared by Site Design, Inc., and recorded herewith in the Register of Deeds Office for Greenville County in Plat Book 1249 at Page 10. Reference to the more recent survey, attached hereto and incorporated herein as **Exhibit B**, is hereby made for a metes and bounds thereof.

Parcel 3: (TMS No. 0122001300400)

ALL that piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Greenville, City of Greenville, being known and designated as Lot No. 11 and a portion of Lot No. 12, Donwood Subdivision, shown on Plat A at Page 463 and being more recently shown as *Lot 11, Part Lot 12, 8,224 Sq. Ft., 0.189 Acres*, on a survey prepared by Site Design, Inc., entitled, "City of Greenville (51 Woodside Avenue)," dated June 13, 2017 and recorded herewith in the Register of Deeds Office for Greenville County in Plat Book 1278 at Page 95. Reference to the more recent survey, attached hereto and incorporated herein as **Exhibit C**, is hereby made for a metes and bounds thereof.

Parcel 4: (TMS No. 0122001300500)

ALL that piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Greenville, City of Greenville, being known and designated as Lot No. 10, Donwood Subdivision, shown on Plat A at Page 463 and being more recently shown as *Lot 10 Donwood, 6,972 Sq. Ft., 0.160 Acres*, on a survey prepared by Site Design, Inc., entitled, "City of Greenville (49 Woodside Avenue)," dated June 13, 2017 and recorded herewith in the Register of Deeds Office for Greenville County in Plat Book 1278 at Page 96. Reference to the more recent survey, attached hereto and incorporated herein as **Exhibit D**, is hereby made for a metes and bounds thereof.

Parcel 5: (TMS No. 0122001301100)

ALL that piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Greenville, City of Greenville, being known and designated as Lot No. 19, Donwood Subdivision, shown on Plat A at Page 463 and being more recently shown as *Lot 19 Donwood, 7,456 Sq. Ft., 0.171 Acres*, on a survey prepared by Site Design, Inc., entitled, "City of Greenville (10 Woodlawn Avenue)," dated June 13, 2017 and recorded herewith in the Register of Deeds Office for Greenville County in Plat Book 1278 at Page 97. Reference to the more recent survey, attached hereto and incorporated herein as **Exhibit E**, is hereby made for a metes and bounds thereof.

Other provisions and contingencies: The Donee may procure a survey of the Property, perform a title search and may conduct environmental due diligence. Donor agrees to provide Donee and its agents with reasonable access to the Property in order to conduct the foregoing, as necessary. No environmental testing or investigation beyond a Phase 1 will be conducted without Donor's written consent. Closing is contingent upon: (1) the Donor's ability to convey clear, marketable, and insurable title to the Property (unless waived by the Donee in writing); (2) the absence of objectionable matters that may be shown on a new survey (should Donee choose to have one performed) in the Donee's sole reasonable discretion; (3) should Donee elect to perform environmental due diligence, the absence of any environmental concerns in the Donee's sole reasonable discretion; and (4) Greenville City Council approval of the transaction by way of an ordinance.

Witnesses:

GENESIS HOMES, DONEE

By: _____

Witness 1

Printed Name: _____

Its: _____
(Title)

Witness 2

Witnesses:

CITY OF GREENVILLE, DONOR

By: _____

John F. McDonough

Witness 1

Its: City Manager

Witness 2

EXHIBIT C

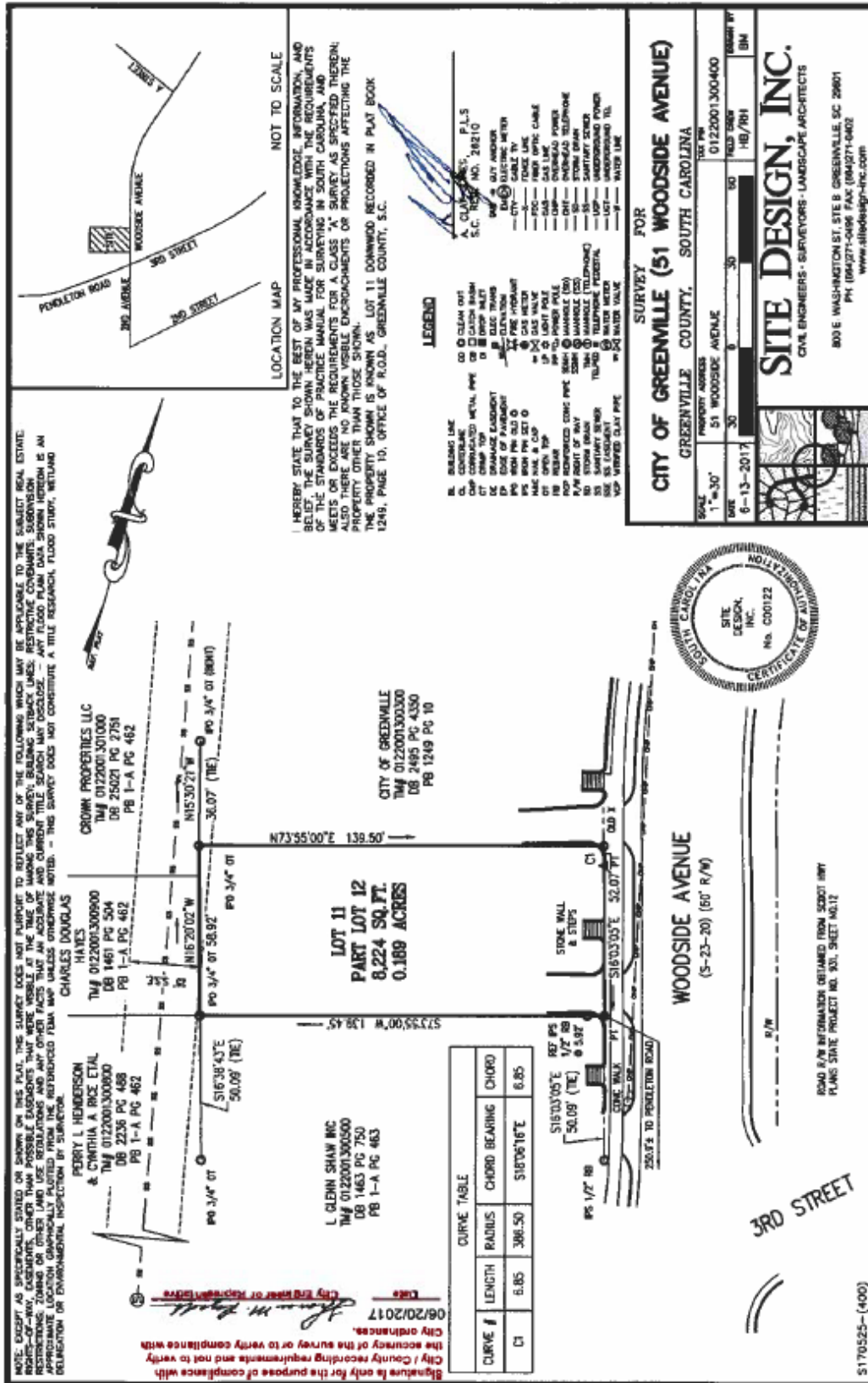


EXHIBIT D

