



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

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

Agenda Item No.

15a

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

AGENDA DATE REQUESTED: September 13, 2021

ORDINANCE/RESOLUTION CAPTION:

AN ORDINANCE TO CONVEY CITY PROPERTY LOCATED AT 600 PENDLETON STREET TO UNITED MINISTRIES FOR THE PURPOSE OF CONTINUING SERVICES TO THE HOMELESS (TAX MAP NUMBER 0080000101301)

SUMMARY BACKGROUND:

The city of Greenville has owned the portion of 600 Pendleton Street located at Tax Map Number 0080000101301 since 1989. This building has been leased to United Ministries as a continuation of its campus. United Ministries, having the capability to ensure long term use and maintenance of the facility, wishes to take ownership of the building.

IMPACT IF DENIED:

United Ministries will need to continue leasing the structure from the City.

FINANCIAL IMPACT

Value of the property which has a fair market value of approximately \$105,430.

REQUIRED SIGNATURES

Department Director

DocuSigned by:

Merle Johnson

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City Attorney

DocuSigned by:

[Signature]

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DocuSigned by:

OMB Director

City Manager

John McDonough

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AN ORDINANCE

TO CONVEY CITY PROPERTY LOCATED AT 600 PENDLETON STREET TO UNITED MINISTRIES FOR THE PURPOSE OF CONTINUING SERVICES TO THE HOMELESS (TAX MAP NUMBER 0080000101301)

WHEREAS, the city of Greenville (the “City”) owns certain property located at 600 Pendleton Street (Tax Map Number 0080000101301) that it has leased to United Ministries since August 20, 2013, for the purpose of providing services to the homeless (the “Property”); and

WHEREAS, the City wishes to convey the Property to United Ministries, and United Ministries wishes to realize ownership of the Property from the City for the continuation of United Ministries’ services to the homeless; and

WHEREAS, United Ministries owns property adjacent to 600 Pendleton Street and has the capability to ensure long-term use and maintenance of its facility located thereon; and

WHEREAS, the City and United Ministries desire to enter into a Contract for Sale of Real Estate (the “Contract”) substantially similar to the contract attached hereto and incorporated herein by reference as Attachment 1;

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 United Ministries 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)
) CONTRACT FOR SALE OF REAL ESTATE
 COUNTY OF GREENVILLE)

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 **UNITED MINISTRIES, a non-profit company** a South Carolina limited liability company (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

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"):

1. Property located at 600 Pendelton Street identified as Greenville County TMS No. 0080000101301, also shown on Plat Book 14-X at Page 24 in the Register of Deeds Office for Greenville County. (Exhibit A)

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:

UNITED MINISTRIES, DONEE

By: _____

Witness 1

Printed Name: _____

Its: _____

(Title)

Witness 2

Witnesses:

CITY OF GREENVILLE, DONOR

By: _____

John F. McDonough

Witness 1

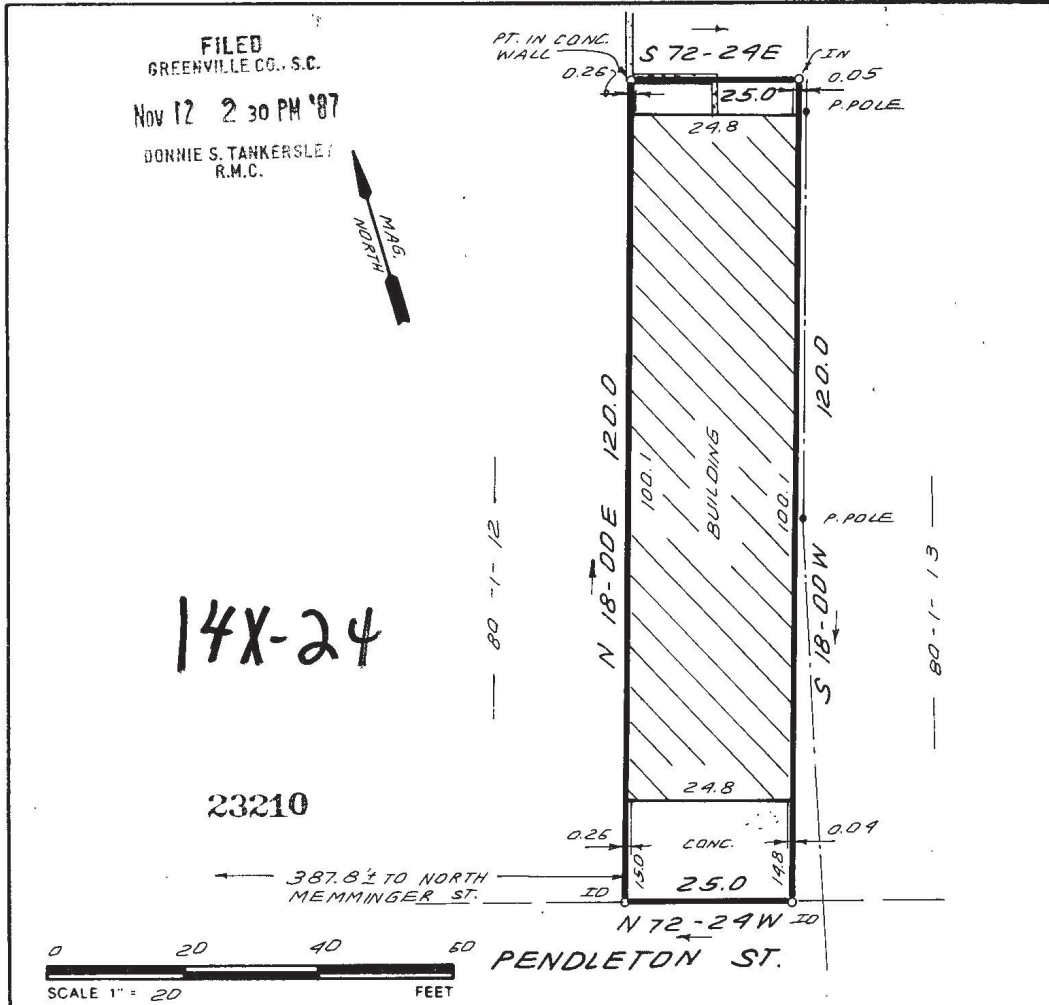
Its: City Manager

Witness 2

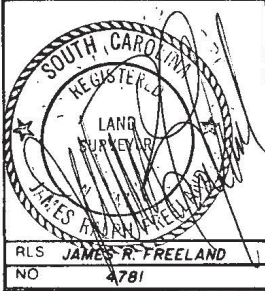
EXHIBIT A

NOV 12 1987 2:30 PM

MICROFILMED



THIS IS TO CERTIFY THAT THE PROPERTY SHOWN ON THIS PLAT WAS SURVEYED UNDER MY DIRECT SUPERVISION PROPERTY LINES AND IMPROVEMENTS SHOWN ARE LOCATED CORRECTLY AND THAT NO VISIBLE ENCROACHMENTS EXIST UNLESS OTHERWISE SHOWN THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA



STATE OF SOUTH CAROLINA
GREENVILLE COUNTY

FREELAND-CLINKSCALES
& ASSOCIATES, INC.
Engineers & Land Surveyors
323 WEST STONE AVENUE
GREENVILLE, S.C.
(803) 271-4924

SURVEY FOR
CITY OF GREENVILLE
(PENDLETON ST.)

PLAT BOOK
DEED BOOK 1265-780
TAX MAP 80-1-13.1
PARTY CHIEF J.C.
DRAWN B.R.
DATE 11-10-87
DWG. NO. 18818