



REQUEST FOR COUNCIL ACTION City of Greenville, South Carolina

Agenda Item No.

11a

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: 6/13/2022

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE TO CONVEY SURPLUS CITY PROPERTY LOCATED ON GREENACRE ROAD TO WHEATLEY MONTESSORI SCHOOL, LLP FOR PURPOSES OF BUILDING AND OPERATING A SCHOOL AND/OR AN EDUCATIONAL FACILITY

SUMMARY BACKGROUND:

This Ordinance donates surplus City land on Greenacre Road to Wheatley Montessori School, LLP, a SC non-profit corporation for the purpose of building a Montessori education facility in the Nicholatown Neighborhood.

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

DocuSigned by:
Merte Johnson
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City Attorney

DocuSigned by:
Leigh Paolletti
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DocuSigned by:

OMB Director

City Manager

John McDonough
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AN ORDINANCE

TO CONVEY SURPLUS CITY PROPERTY LOCATED ON GREENACRE ROAD TO WHEATLEY MONTESSORI SCHOOL, LLP FOR PURPOSES OF BUILDING AND OPERATING A SCHOOL AND/OR AN EDUCATIONAL FACILITY

WHEREAS, on October, 30, 2017, the city of Greenville (the “City”) purchased approximately 0.85 acre for the purpose of future housing and revitalization initiatives; and

WHEREAS, the Nicholtown Neighborhood Association has expressed its desire and support for an educational facility by Wheatley Montessori School; and

WHEREAS, Wheatley Montessori School, LLP has operated and serviced the Nicholtown neighborhood residents since 2015; and

WHEREAS, the City is the owner of surplus property located on Greenacre Road 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 Wheatley Montessori School, LLP for purposes of building and/or operating an educational facility subject to planning review and approval process; and

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

WHEREAS, City Council desires to approve the donation of the City Property to Wheatley Montessori School, LLP 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 in substantially the same form as Attachment 1 and issue one or more deeds to the Fund in order to convey the City Property. The City Manager, in consultation with the City Attorney, is further authorized to make or accept minor modifications to the wording and designations of the attached documents as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution. Further, the City Manager is 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 _____, 2022.

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 the **Wheatley Montessori School, LLP** a South Carolina non-profit corporation (hereinafter the “Donee”) effective as of the date the last party signs below.

WITNESSETH:

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

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 building and operating a school and/or an educational facility.

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 DONOR.

The transaction shall be closed on or before ninety (90) calendar 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 Property shall 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 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. 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 DONEE. DONEE IS ENCOURAGED TO OBTAIN INDEPENDENT LEGAL ADVICE.

The "Property" is hereby defined as the following parcel of land, together with all improvements located thereon, if any:

TMS No. 0199010206302

ALL that piece, parcel or lot of land, with improvements thereon, lying and being situate in the State of South Carolina, County of Greenville, City of Greenville and being shown and designated as Tract 2 on a Plat of the "Property of Earl J. & Gale B. Crawford," recorded in Plat Book 34-C at Page 16 in the Register of Deeds Office for Greenville County, SC and being more recently shown as *TRACT 2 PROPERTY OF EARL J. & GALE B. CRAWFORD, 37,897 SQ.FT., 0.870 ACRES*, on a survey prepared by Site Design, Inc., entitled, "City of Greenville (214 Greenacre Rd)," dated September 21, 2017, and recorded October 31, 2017 in the Register of Deeds Office for Greenville County in Plat Book 1286 at Page 59. Reference to said survey, attached hereto and incorporated herein as **Exhibit A**, is hereby made for a metes and bounds thereof.

Donee may procure a survey of the Property, perform a title search, and conduct environmental due diligence with respect to the Property. 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) Donor's ability to convey clear, marketable, and insurable title to the Property (unless waived by 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 Donee's sole reasonable discretion; (3) should Donee elect to perform environmental due diligence, the absence of any environmental concerns in Donee's sole reasonable discretion; and (4) Greenville City Council approval of the transaction by way of an ordinance.

The Parties agree that the deed delivered at closing shall contain language providing that **the City of Greenville may exercise a right of reversion for fee simple title to the Property if Donee does not construct a school and/or an educational facility on the Property within two (2) years of the date of the closing or if the Donee ceases to operate a school and/or an educational facility after construction of said facility.** The execution of this Contract evidences Donee's agreement to and acceptance of said right of reversion, and Donee hereby waives any objection to the form or operation of the right of reversion as well as any effect said right of reversion may have on the marketability of title to said Property.

DONEE:

Wheatley Montessori School, LLP

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Witnesses:

Witness 1

Witness 2

By: _____

Printed Name: _____

Its: _____

Execution Date: _____

DONOR:

CITY OF GREENVILLE

Witnesses:

Witness 1

Witness 2

By: _____

John F. McDonough

Its: City Manager

Execution Date: _____

Exhibit A

