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REVIEWED BY
PREPARED BY
CITY ATTORNEYS OFFICE

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AN ORDINANCE TO PROVIDE FOR THE DISPOSITION BY SALE OF PROPERTY LOCATED 1239 AMELIA AVENUE, ROCK HILL, SOUTH CAROLINA BY THE CITY OF ROCK HILL TO FAMILY PROMISE OF YORK COUNTY

BE IT ORDAINED by the Governing Body of the City of Rock Hill, in Council assembled:

SECTION 1. That this Ordinance is being adopted in order to effect proper compliance with the provisions of the Home Rule Act of 1975, now South Carolina Code of Laws for 1976, Section 5-7-30, Section 5-7-40 and Section 5-7-260, and Section 2-48 and Section 2-96 of the Code of the City of Rock Hill.

SECTION 2. That the City of Rock Hill, South Carolina, is the owner of property located at 1239 Amelia Avenue, in the City of Rock Hill, York County, South Carolina; that Family Promise of York County has agreed to purchase from the City of Rock Hill such tract for a purchase price of One Dollar (\$1.00).

SECTION 3. That sale of the above mentioned tract to Family Promise of York County for the consideration set forth above, all as is more fully set forth in a Purchase and Sale Agreement, a copy of which is attached hereto and incorporated herein, is hereby approved, authorized, directed, ratified and confirmed in all respects.

SECTION 4. That all ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 5. That this Ordinance shall be and become finally binding immediately after same shall have received first and final readings, given in manner required by law.

DONE AND RATIFIED in Council assembled on this the ____ day of _____, 2010.

A. Douglas Echols, Jr., Mayor

Susie B. Hinton, Mayor Pro Tempore

John A. Black, III, Councilmember

Kathy S. Pender, Councilmember

James C. Reno, Jr., Councilmember

Osbey Roddey, Councilmember

Kevin H. Sutton, Councilmember

ATTEST:

David B. Vehaun
Municipal Clerk

92322.1
May 17, 2010

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK) PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), is made and entered into as of the__ day of_____, by and between the City of Rock Hill, South Carolina ("Seller"), and Family Promise of York County, Inc. ("Purchaser") whose address is_____.

AGREEMENT

1. Agreement of Purchase and Sale. Subject to the terms and conditions hereof, and for the consideration set forth in Section 3 hereof, Purchaser agrees to purchase and Seller agrees to sell, the Property (as defined in Section 2 hereof).

2. Property to be Sold. The Property to be purchased and sold pursuant to this Agreement shall be comprised of the following (collectively the "Property"):

- a. Land. Seller's right, title and interest in and to the land more particularly described as 1239 Amelia Ave, Rock Hill, SC 29732 with tax map number 631-03-02-027 (the "Land");
- b. Improvements. All of the buildings, fixtures, and improvements (collectively the "Improvements") (if any), located on the Land;
- c. Personalty. All of Seller's right, title and interest in all equipment, furniture and fixtures (if any), located on the Land;

3. Consideration. The purchase Price shall be \$1.00.

4. Rehabilitation and Mortgage. The Property was formerly used as a police substation and is currently vacant. In order for the Property to be used as intended by the Purchaser, the Seller will perform rehabilitation work to reconfigure the Property to its original duplex design ("Rehabilitation") prior to Purchaser taking title to the Property. In consideration for the Seller performing the Rehabilitation, the Purchaser shall grant the Seller a ten year mortgage on the property, at closing, including but not limited to the following terms and conditions ("Mortgage"): Purchaser must (1) maintain the interior and exterior of the Property in compliance with all state and city codes and ordinances; (2) obtain and

maintain certain insurances as provided in the Mortgage; (3) restore the Property to its prior condition if the Property is damaged or destroyed during the term of the Mortgage; (4) allow a City of Rock Hill Environmental Inspector to perform a Housing Qualities Standards Inspection every two years with a requirement that no deficiencies result from such inspection; (5) maintain and operate the Property for purposes consistent with the Purchaser's mission; (6) maintain oversight of all occupants of the Property during their residence on the Property; and (7) agree to certain terms and conditions regarding the Seller's ability to foreclose on the Property due to Purchaser's failure to comply with the Mortgage terms and conditions.

5. Conditions. Purchaser's obligation to close under this Agreement is contingent upon the following conditions being satisfied immediately prior to closing:

- a. Representations. Purchaser shall be satisfied that the representations and warranties contained in Section 13 hereof shall be true and correct.
- b. Documents Delivered by Seller at Closing. Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser, the following executed documents to the Purchaser:
 - i. A duly executed and acknowledged limited warranty deed in form sufficient to convey to Purchaser the Seller's interest in the Property subject only to the encumbrances approved (or not objected to) by Purchaser in accordance with Section 8(b) hereof (Permitted Encumbrances).

6. Closing. At the closing, the documents described in Section 5 hereof shall be delivered to Purchaser at the offices of Spencer & Spencer, P.A., 226 East main Street, Suite 200, Rock Hill, South Carolina 29730 or at a place otherwise agreed upon by Seller. The closing shall occur on the first date on which all conditions to closing provided in this Agreement have been satisfied or waived. If the closing has not occurred by _____, Purchaser may waive any remaining unsatisfied conditions and close this Agreement or Purchaser may terminate this Agreement by delivery of notice thereof. Seller shall deliver to Purchaser exclusive possession of the Property at the closing to the extent not already delivered. If the closing has not occurred by _____, the Seller shall have the right to terminate this

Agreement in the same manner as if there were a Purchaser default.
(See ¶ 11 below).

7. Operations Pending Closing. Between the date hereof and the closing date, Seller shall not, without prior written consent of Purchaser, (a) execute any lease relating to the Property; (b) enter into, amend, waive any rights under, terminate or extend any contract relating to the Property, including but not limited to insurance policies; (c) enter into any transaction respecting the Property outside the ordinary course of business; or (d) sell, encumber or grant any interest in the Property or any part thereof. Upon written notice to Seller of any changes, the Seller will promptly notify the Purchaser of any subsequent changes in the zoning or building laws, statutes or ordinances, orders or requirements affecting the Property.

8. Title.

- a. Preliminary Title Report. Promptly following the execution of this Agreement, Purchaser (at Purchaser's expense), may order from an attorney at law (of Purchaser's choice) licensed by the State of South Carolina a current preliminary title report or abstract covering the property together with copies of all instruments referred to in such report (collectively the "Title Report") and Purchaser shall deliver a copy of the foregoing Title Report to Seller within ten (10) days of its receipt.
- b. Approval. Purchaser shall have twenty (20) days from receipt of his title Report to submit written objections to the condition of the title to the Property, specifying with particularity the matter(s) objected to. If Seller fails to receive any such objections within such period, Purchaser shall be deemed to have accepted the condition of title. Any exceptions that are created or that may appear of record or be revealed after the date of the Title Report but before the closing date (collectively the "Intervening Liens"), shall also be subject to Purchaser's approval and Purchaser shall have ten (10) days after notice from any source of any Intervening Liens to submit written approval or objection thereto in the manner set forth above. If Purchaser fails to make such objections within such period, Purchaser shall be deemed to have approved such Intervening Lien.

c. Cure by Seller. Within thirty (30) days of Seller's receipt of Purchaser's objections to title Seller shall have the right, but not the obligation, to eliminate as an exception to title to the Property any matters disclosed by the Title Report objected to by Purchaser and any Intervening Liens not accepted by Purchaser. If Seller fails to remove any exceptions of a specific dollar amount, Purchaser may elect to close and take the Property subject thereto. If Seller does not eliminate any exceptions or Intervening Lien which are not Permitted Encumbrances prior to the closing date, Purchaser may elect to terminate this Agreement by written notice to Seller, and such termination shall be Purchaser's sole remedy.

9. Condemnation. Seller shall promptly notify Purchaser of any loss or damage to the Property or any threat of eminent domain or condemnation. Seller shall promptly deliver to Purchaser all notices, pleadings, and documents relating to any threat of or proceedings for eminent domain or condemnation. If any part of the Property is taken by eminent domain or condemnation prior to closing, Purchaser shall have the option (to be exercised in writing prior to Closing), of electing to terminate this Agreement or to proceed to close, in which case Seller shall retain all proceeds paid or payable in connection with such taking or condemnation.

10. Recording Taxes. Any real estate transfer or conveyance taxes shall be paid by Seller at the time of closing. Seller shall bear the expense of preparing and recording both the deed and Mortgage. Purchaser shall bear the expense of Purchaser's own attorney fees, loan closing costs, owner title insurance premiums, and the recording of any mortgage(s) that Purchaser may be required to sign.

11. Default. If Purchaser fails to comply with any term of this Agreement, Seller may terminate this Agreement, in which case this Agreement shall terminate and neither party shall have any further right or obligation to the other by reason of this Agreement. If Seller fails to comply with any term of this Agreement, Purchaser may terminate this Agreement as its sole and exclusive remedy.

12. Assignment. This Agreement and Purchaser's rights hereunder may not be assigned by Purchaser without Seller's prior written consent.

13. Warranties and Representation of Seller.

- a. Seller has full power and authority to enter into and perform this Agreement in accordance with its terms. This Agreement has been duly executed by Seller and is enforceable against Seller in accordance with its terms and the documents delivered to Purchaser at the closing will be duly executed by Seller and enforceable against Seller in accordance with their terms; and
- b. Seller is not a foreign person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code.

14. Warranties and Representations of Purchaser. Purchaser has full power and authority to enter into and perform this Agreement in accordance with its terms and conditions. This Agreement has been duly executed by Purchaser and is enforceable against Purchaser in accordance with its terms. The documents delivered to Seller at the Closing will be duly executed by Purchaser and enforceable against Purchaser in accordance with their terms.

15. Counterparts. This Agreement may be executed in counterparts, each of which is an original and all of which constitute but one agreement.

16. Binding Agreement. This Agreement constitutes the entire contract between the parties hereto with respect to the purchase and sale of the Property. No oral statements or promises or representations or any understanding not embodied in this writing shall be valid. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

17. Headings. The subject headings of paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

18. Governing Law. This Agreement shall be governed by the law of the State of South Carolina to the extent federal law is not applicable.

19. Notices. All notices shall be in writing and shall be deemed to have been duly given the date such notice is deposited

with a commercial air courier service or the United States Postal Service, the latter being registered or certified mail, return receipt requested, first class postage prepaid as follows:

Notice to Seller:

City of Rock Hill
Attention: City Manager
P.O. Box 11706
155 Johnston Street
Rock Hill, SC 29730

With a copy to:

Paul W. Dillingham
Spencer & Spencer, P.A.
Post Office Box 790
Rock Hill, SC 29731

Notice to Purchaser:

With a copy to:

20. Survival. All covenants, conditions, representations and warranties in this Agreement shall not survive closing; and thereafter, Purchaser shall rely only upon the Deed warranties.

21. Recording. At the written request of the Purchaser, a memorandum of this Agreement can be executed by the parties and recorded in the appropriate governmental office at Purchaser's expense.

22. Further Instruments. Each party hereto shall execute, acknowledge and deliver to the other party such further instruments and take such other actions as the other party may reasonably request in order to effectuate the purposes of the provisions of this Agreement.

23. Limitations on any Seller Warranties or Representations as to Conditions of the Property. (NOTE: THE DEED FORM CONTAINS A LIMITED WARRANTY AS TO TITLE MATTERS AND A WAIVER OF ALL IMPLIED WARRANTIES IN THE SALE.

24. In the event that any party or person files a lis pendens or otherwise files or threatens a lawsuit which threatens to or has the effect of delaying or voiding this Contract/Agreement, then the Buyer/Purchaser shall hold

Seller harmless from any causes of action or damages related to any inability or unwillingness of Seller to sell the Property to Buyer/Purchase due to this provision which shall control over and supersede over any contrary provision contained elsewhere in this Contract/Agreement.

25. As Is, Where is. Purchaser hereby agrees to accept the Property on the closing date in its "as is, where is" condition, with all faults, and without representation(s) and/or warranty(ies) by Seller of any kind, expressed or implied, or any arising by operation of law, except only the title warranties set forth in the deed delivered by Seller to Purchaser at the closing.

IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered this Agreement in Duplicate Originals (each party retaining an original) as of the day and year first above written.

WITNESS:

CITY OF ROCK HILL

By: _____

Its: _____

SELLER

WITNESS:

FAMILY PROMISE OF YORK COUNTY,
INC.

By: _____

Its: _____

PURCHASER