

RESOLUTION NO. 2019-33  
A RESOLUTION EXECUTING AN OPTION IN THE AMOUNT OF \$275,000 TO  
PURCHASE PROPERTY FOR THE UTILIZATION AND CONSTRUCTION OF A  
PUBLIC SAFETY FACILITY OR FACILITIES

WHEREAS, the City has determined that it is necessary that additional Public Safety facilities be constructed in order to maintain the ability of the department to provide services at a high level; and


WHEREAS, for several years, the City has considered this need and attempted to locate adequate locations that could be utilized for the construction of such facilities; and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City that property located at 311 W Martintown Road, identified as Tax Map and Parcel Numbers 007-07-01-002, 007-07-07-001, 007-07-07-003 be purchased by the City for purchase price of TWO HUNDRED SEVENTY-FIVE THOUSAND (\$275,000.00).

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof, that the City Administrator is authorized to provide such notice as necessary to exercise the City's option on the above referred to property as attached hereto marked Exhibit A and incorporated by reference.

The City Administrator is further authorized to execute all closing documents necessary to complete the transaction and purchase property in accordance with said contract. The funds for the purchase of said property shall come from the Sales Tax III Funds.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 21 DAY OF Oct, 2019.



Robert A. Pettit, Mayor

ATTEST:



Sharon Lamar, City Clerk

EXHIBIT "A"

Said property to be conveyed is the identical premises described in the attached General Warranty Deed from Patricia B. Kinard, Et Al, to John C. Smith, Jr. Family, LLP dated March 29, 2018, recorded in the Office of the RMC for Aiken County, South Carolina in Record Book 4714 pages 1741-1744.

AIKEN COUNTY ASSESSOR

Tax Map:

007-07-01-002 PORTION

007-07-07-001 PORTION

007-07-07-002 PORTION

Date: 04/12/2018

STATE OF SOUTH CAROLINA

AIKEN COUNTY GIS

Tax Map:

007-07-07-003

Date: 03/22/2019

AIKEN COUNTY GIS

Tax Map:

007-07-07-003

Date: 03/29/2019

AIKEN COUNTY AUDITOR

Charles T. Barton

Endorsed 04/08/2019

GENERAL WARRANTY DEED

COUNTY OF AIKEN

KNOW ALL MEN BY THESE PRESENTS, THAT We, Patricia B. Kinard, Carol Ann B. Bostick, Marsha Muckenfuss Blandenburg and Dorothy B. Kitchens

in the State aforesaid for and in consideration of the sum of One Hundred Eighty Thousand and 00/100ths--(\$180,000.00) Dollars

to us paid by John C. Smith, Jr. Family, LLP  
450 Front Street  
North Augusta, SC 29841

in the State aforesaid have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said John C. Smith, Jr. Family, LLP, its successors and assigns, the following described property to-wit:

All that piece, parcel or tract of land situate, lying and being in the City of North Augusta, Aiken County, South Carolina at the Northwestern intersection of Observatory Avenue and Martintown Road containing a total of 2.81 acres and containing together Tract A of 0.88 acres, Lot Six (6) of 0.68 acres; the lot labeled as the "unopened Atlantis Avenue" of 0.51 acres and Lot Five (5) of 0.74 acres as shown on a plat for Patricia Kinard, et al by H. & C Surveying, dated July 10, 2014 and recorded herewith in the Aiken County RMC Office in Plat Book 160, page 529. For a more specific description, reference should be made to the aforesaid plat which is made a part and parcel hereof.

Derivation as to all tracts above:

- 1) To Marsha Muckenfuss Blandenburg and Dorothy Blandenburg Kitchens by deed of distribution from the Estate of John C. Blandenburg, 2014-ES-02-0997.
- 2) Deeds of Distribution to Carol Ann Bostick, Patricia Blandenburg Kinard and John C. Blandenburg from the Estate of June Boozer Blandenburg dated May 27, 2005 in Deed Book 2516, page 258; the Estate of Claudius Elmer Blandenburg dated May 2, 1990, recorded in Deed Book 1173 at page 73; interests devised from the Estate of Theresa Mealing Blandenburg 1976-ES-91008. Real estate description filed in Misc. Book 231, page 74.

Tax Parcels: 007-07-07-003; 007-07-07-001 and 007-07-02-002 include roadway. Combine into one.

Attached hereto and made a part hereof is a copy of North Augusta City Ordinance 2017-13 wherein the City of North Augusta abandons any interest in the above roadway which was never opened.

TOGETHER with all and singular, the rights, members hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.



III.

EXERCISE OF OPTION

The Optionee may exercise this option, at anytime on or before the 8<sup>th</sup> day of November, 2019 by giving notice as set forth herein below. Within five (5) days of the notice of the exercise of said Option, the Optionee and Optionor would be required to execute a specific Sales Agreement. The Optionee and Optionor would further be required to comply with all terms of said Sales Agreement.

IV.

NOTICE

Notice of exercise of Option must be give in writing to Optionor and either delivered in hand or must be transmitted by registered or certified mail, return receipt requested at the address shown below.

John C. Smith, Jr. Family, LLP

450 Front Street

North Augusta, SC 29841

V.

OPTION FUNDS

In the event that Optionee gives proper notice to Optionor within the terms described above then all sums paid by Optionee to Optionor pursuant to this Option Agreement shall be credited towards the purchase price. In the event that Optionee does not give proper notice to Optionor within time described, then and in such event

all sums paid by Optionee to Optionor pursuant to this Option Agreement shall be forfeited.

VI.

CLOSING OF TRANSACTION

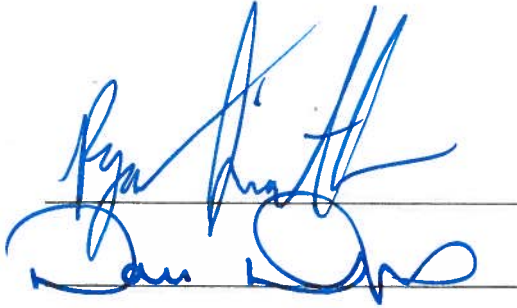
In the event that the Option is exercised, then all other matters related to the closing of the transaction would be in accordance with the Sales Contract as required to be executed relative to the exercise of the Option. Conveyance will be by General Warranty Deed conveying fee simple insurable title with no liens or encumbrances.

VII.


ENTIRE AGREEMENT

This agreement and any attached Exhibits, schedules or riders sets forth all the promises, agreements, conditions, and understandings between the parties to it with respect to such transaction. There are no other oral or written promises, agreements, conditions or understandings between them. Except as otherwise provided in this agreement, no subsequent alteration, amendment, change or addition to this agreement shall be binding on the parties unless in writing and signed by them.

Optionor and Optionee have set their hands and seals to this agreement on the day and year first above written.

  
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JOHN C. SMITH, JR. FAMILY, LLP  
OPTIONOR

By:   
\_\_\_\_\_  
JOHN C. SMITH, JR.  
\_\_\_\_\_  
ITS AUTHORIZED MEMBER

  
\_\_\_\_\_

CITY OF NORTH AUGUSTA  
OPTIONEE

By:   
\_\_\_\_\_  
B. TODD GLOVER  
CITY ADMINISTRATOR

  
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