

RESOLUTION NO. 2019-34
TO ENTER INTO LEASE/PURCHASE AGREEMENT FOR LOT 3,
COUNTRY CLUB HILLS SUBDIVISION

WHEREAS, the City has recently concluded an exchange of property resulting in the City now owning the property previously known as North Augusta Country Club; and

WHEREAS, a residential piece of property within an area surrounded by the property acquired by the City is available for lease and/or purchase; and

WHEREAS, the property has potential value to the City as either a caretaker's type facility within the park or possibly other uses; and

WHEREAS, City Staff has recommended to the City that it lease the property for one (1) year, with an Option to Purchase said property; and

WHEREAS, the Mayor and City Council find that it would be in the City's best interest to enter into a Lease with Option to Purchase for the property.

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 enter into a Residential Rental Agreement with Option to Purchase related to property situate at 10 Selesa Drive, North Augusta, SC, 29860, known as Lot 3, Country Club Hills Subdivision.

BE IT FURTHER RESOLVED, that such Rental Agreement with Option to Purchase is in accordance with the Agreement attached hereto, marked Exhibit "A" and incorporated by reference.

BE IT FURTHER RESOLVED, that major specifics of the Agreement are as follows:

1. Lease is for a period of one year.
2. Lease is for \$1,300.00 per month.
3. That the Option to Purchase is exercisable at any time on or before the 31st day of October, 2020.
4. That in the event the City exercises said Option that all Lease payments made would be credited towards the purchase price of \$130,000.00.

BE IT FURTHER RESOLVED, that the City Administrator is authorized to execute such Residential Rental Agreement with Option to Purchase and any related documents as may be necessary to complete this transaction.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 4 DAY OF NOVEMBER, 2019.

SIGNED BY:



ROBERT A. PETTIT, MAYOR

ATTESTED BY:



SHARON LAMAR, CITY CLERK

STATE OF SOUTH CAROLINA) RESIDENTIAL RENTAL AGREEMENT
) WITH OPTION TO PURCHASE
COUNTY OF AIKEN)

BY THIS AGREEMENT MADE AND ENTERED INTO ON THE _____ DAY OF _____, 2019, BETWEEN **JONATHAN EDWARD WEST, JULIAN EDDIE WEST AND GLENDA HUFF WEST** (“LESSORS”) AND **CITY OF NORTH AUGUSTA** (“LESSEE”), LESSORS TO LEASE TO LESSEE THE PREMISES SITUATED AT 10 SELISA DRIVE, NORTH AUGUSTA, SC 29860, LOT 3, COUNTRY CLUB HILLS SUBDIVISION, TOGETHER WITH ALL APPURTENANCES FOR THE TERM OF ONE (1) YEAR BEGINNING NOVEMBER 1, 2019 AT 12:01 A.M. AND ENDING OCTOBER 31, 2020 AT 11:59 P.M.

PART I – RENTAL AGREEMENT

SECTION ONE

RENT

Lessee agrees to pay, without demand, to Lessors as rent for the demise premises the sum of ONE THOUSAND THREE HUNDRED AND 00/100 (\$1,300.00) DOLLARS per month in advance on the 1ST day of each calendar month beginning November 1, 2019. Payment is to be made to the Lessors at **772 W. FIVE NOTCH ROAD, NORTH AUGUSTA, SOUTH CAROLINA 29841**, or at such other place as Lessors may designate. Such check may be payable solely in the name of Julian Edward West.

In the event that the payment is not made by the 10th day of the month, a \$50.00 late fee shall apply. Any payment remaining delinquent for a period in excess of thirty (30) days will be considered a default under the terms of the Lease and the Lessors would be entitled to cancel such Lease, to include the Option to Purchase.

The payment for the first and last month shall be paid at the commencement of the Lease. Therefore, the sum of \$2,600.00 shall be due and payable on the 1st day of November, 2019. Included in such payment is the lease payment for the month of November, 2019 and the month of October, 2020.

SECTION TWO

SECURITY DEPOSIT

As a result of the payment of the First Month and Last Month's rent with the execution of the Lease, a Security Deposit is waived.

SECTION THREE

QUIET ENJOYMENT

Lessors covenant that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

SECTION FOUR

USE OF PREMISES

The Lessee shall be entitled to utilize the property as a residence, either for a single family or for City Employees who would be providing supervision and security services for the surrounding property formerly known as North Augusta Club. The premises cannot be used in a manner that would be opened to the general public for use other than a single family residence to be limited to the security function as described above.

Lessee shall comply with all the sanitary laws, ordinances, rules and orders appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the demised premises, during the term of this lease.

SECTION FIVE

NUMBER OF OCCUPANTS

Lessee agrees that the demised premises shall be occupied by no more than 6 persons, consisting of 2 adults and 4 children of the age of 18 years or less, without the written consent of Lessors.

SECTION SIX

CONDITION OF PREMISES

Lessee stipulates that it has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repair, and a safe, clean and tenantable condition.

SECTION SEVEN

ASSIGNMENT AND SUBLETTING

Without the prior written consent of Lessors, Lessee shall not assign this Lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessors to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession or license without the prior written consent of Lessors, or an assignment or subletting by operation of law, shall be void and shall, at Lessors' option, terminate this Lease.

SECTION EIGHT

ALTERATIONS AND IMPROVEMENTS

Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessors. All alterations, changes and improvements, built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removal without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessors and Lessee, be the property of Lessors and remain on the demised premises at the expiration or sooner termination of this Lease.

SECTION NINE

DAMAGE TO PREMISES

If the demised premises, or any part thereof, shall be damaged by fire or other casualty, the decision to repair, rebuild or replace shall be totally that of the Lessors with the understanding that in the event a decision to not repair, rebuild or replace is made by Lessors and as a result thereof the premises are not inhabitable by Lessee, then such rent as paid in advance shall be prorated to the Lessee.

SECTION TEN

DANGEROUS MATERIALS

Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

SECTION ELEVEN

UTILITIES

Lessee shall be responsible for arranging for and paying for all utility services required on the premises.

SECTION TWELVE

MAINTENANCE AND REPAIR

Lessee will, at her sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof. Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the heating and air-conditioning system clean with filters replaced on a regular basis, not to exceed ninety (90) days; keep the yard free from debris and shall regularly maintain the premises to include cutting the grass and having shrubbery trimmed as well as watering on a regular basis to avoid the loss of same. Any and all repairs to the plumbing, range, heating and air-conditioning, electric and gas fixtures whenever damaged thereto shall have resulted from Lessee's misuse, waste or neglect shall be the responsibility of the Lessee.

SECTION THIRTEEN

ANIMALS

Lessors will allow domestic animals on or about the leased premises.

SECTION FOURTEEN

RIGHT OF INSPECTION

Lessors and their agents shall have the right at reasonable times during the term of this Lease and any renewal thereof, to enter the demised premises upon forty-eight (48) hour notice to the Lessee for the purpose of inspecting the premises and all buildings and improvements thereon.

SECTION FIFTEEN

DISPLAY OF SIGNS

Lessee agrees that she will place no signs on the premises without the prior written consent of Lessors. Lessors retains the right of displaying a "For Sale" or "For Rent" sign on the demised premises at any time following ten (10) days notice of same to Lessee.

SECTION SIXTEEN

SURRENDER OF PREMISES

At the expiration of the Lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this Lease, reasonable use and wear thereof and damages by the elements excepted.

SECTION SEVENTEEN

DEFAULT

If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the Lease, at the option of Lessors, shall terminate and be forfeited and Lessors may re-enter the premises and remove all persons therefrom. Lessee shall be given 5 days notice of any default or breach and termination and forfeiture of the lease shall not result, if within 10 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable period of time.

PART II – OPTION TO PURCHASE

SECTION ONE OPTION TO PURCHASE

Lessors, in consideration of the Lease and other valuable considerations, the receipt which are hereby acknowledged, grant, bargain and sell to the Lessee the exclusive right and option of agreeing to purchase and completing the purchase of the above referenced property with the signing of this Lease. The property of this Lease is that same premises as identified in a Bond for Title from John Edward West to Julian Eddie West and Glenda Huff West as recorded in the Office of the Clerk of Court for Edgefield County, South Carolina in Record Book 1360, pages 27-29. The property is specifically known as Lot Three (3), Country Club Hills Subdivision and is known under the Tax Map and Parcel Numbering System for Edgefield County, South Carolina as Parcel Number: 105-00-04-003-000.

The Option purchase price will be One Hundred Thirty Thousand and 00/100 (\$130,000.00).

SECTION TWO

REPRESENTATION OF OWNERSHIP

The Lessors represent that they are the owners in fee simple of the premises and have the full and absolute right to grant and sell this Option and does covenant and agree that on compliance by Lessee, its successors or assigns, with the terms of this option, they will may, execute and deliver to Lessee, its successors and assigns, a General Warranty Deed conveying the premises in fee simple, free and clear of all liens and encumbrances.

SECTION THREE

EXERCISE OF OPTION

The Lessee has the right to exercise this Option to Purchase at any time on or before the 31st day of October, 2020.

On Notice being given by Lessee before the expiration of this Option of intention to purchase the premises in compliance with this Option, then this Option shall be extended beyond the period of its expiration as described above a further period of sixty (60) days from the date that notice of exercise is given to allow examination of title and preparation of necessary documents for closing. During this period of exercise of Option, the Lessee will continue to be responsible for rental payments in the amount of \$2,500.00 per month until the time closing is complete. At the time of the exercising of this Option, the Lessee shall deliver to the Lessors an additional sum representing the "purchase price" as expressly described on the document attached hereto, marked as Exhibit "A" and incorporated by reference.

SECTION FOUR

NOTICE

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

Julian Edward West
772 W. Five Notch Road
North Augusta, SC 29841

SECTION FIVE

CLOSING

In the Event that the Lessee exercises this Option, the closing must take place no later than the 31st day of November, 2020. The closing will be a cash closing with the total purchase price being paid at such time. The Lessee, in the event of the exercise of the Option is to be giving full credit for all funds paid pursuant to the rental/lease provision of this document through the time

of closing. Said rental/lease payments would be reduced in full from the purchase price of \$130,000.00.

SECTION SIX

CLOSING EXPENSES

At the time of the closing, conveyance shall be made subject to all easements as well as covenants of record (provided they do not make title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Lessors agree to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. Lessors' sole responsibility towards closing costs shall be limited to **DEED PREPARATION FEE NOT TO EXCEED \$150.00, DEED RECORDING FEE, TRANSFER TAXES/DEED STAMPS, ALL COSTS NECESSARY TO DELIVER MARKETABLE TITLE INCLUDING RECORDING OF SATISFACTIONS AND PROPERTY TAXES PRORATED TO DAY OF CLOSING.**

SECTION SEVEN

CONDITIONS PRECEDENT

The following shall be conditions precedent to Lessee's obligations under this agreement:

- A. As of closing, all of Lessors' representations and warranties shall be true and correct in all material respects and Lessors shall have performed each covenant to have been performed by Lessors under this agreement and all material respect;
- B. As of closing, there shall be no change in title of the property from the status of title to the property on the Option exercise date and there shall not exist any other title defect affecting the property which would have a material adverse effect of ownership or use of the property;
- C. As of closing, there shall be no litigation pending or threatened, seeking (a) to enjoin the consummation of the sale and purchase of this agreement, (b) to recover title to the property or any part of the property or any interest in it, or (c) to enjoin the violation of any legal requirement that may be applicable to the property;
- D. As of closing, the property shall be free and clear of any and all environmental defects, violations or detriments to the use and/or demolition of the improvements on the premises.

SECTION EIGHT

INSPECTION

During the time between the Option exercise date and closing, Lessee, and Lessee's agents, employees, independent contractors, shall have the right and privilege to enter on the property from time to time to survey and inspect the property and conduct soil boring and other geological, engineering, and environmental or landscaping or other test or studies, all at Lessee's sole cost and expense. Lessee covenants and agrees to indemnify and hold harmless Lessors from any and all

loss, liability, costs, claims, demands, damages, actions, causes of actions, and suits resulting from any damage to the property caused by exercise of Lessee's rights under this paragraph

SECTION NINE

COOPERATION AND INFORMATION RELEASE

A. Lessors shall cooperate with Lessee, its agents and representatives during the inspection. Specifically, but without limitation, Lessors shall: (a) grant Lessee and its agents and representatives access to the property at all reasonable times; (b) furnish Lessee and its agents and representatives of any and all relevant information with respect to the property, to the extent existing and available, as Lessee and its agents and representatives may from time to time reasonably request (including, but without limitation, the following): (1) existing title policies, title reports, title exception documents and surveys (if any); (2) existing environmental reports (if any); (3) other existing tests, reports and studies prepared by engineering firms and other consultants concerning matters which are material to the ownership or use of the property (if any); (4) pleadings, letters, or other relevant information regarding pending or threatened proceedings, litigation or claims against the property, (if any) (including information regarding the parties, nature of litigation, date and method of commencement and the amount of damages or other relief sought).

B. Lessors shall not be obligated to furnish or cause to be furnished, any information if the information does not exist or is not in the possession of, or can not be reasonably obtained by, Lessors or its agents or representatives or of furnishing information violating the legal or contractual requirement applicable to Lessors or its officers, directors, shareholders or key personnel. Nor shall the Lessors be required to provide any documentation that in any manner violates any rights relative to any litigation either civil or criminal involving said Lessors.

SECTION TEN

NON-ENCUMBRANCE AGREEMENT

Lessors will not create any title exception with respect to property subsequent to the date of the execution of this agreement if the exception will have a material adverse affect on Lessee's intended use of the property.

SECTION ELEVEN

TIME OF ESSENCE

Time is of the essence of this agreement. This agreement shall be binding on and inure to the benefit of the Lessors and Lessee, and their respective committed successors and assigns, if any. Lessee may not assign its rights under this agreement.

SECTION TWELVE

RECORDATION

This agreement may be recorded in the applicable county where the property lies, or, at Lessee's election, a short form Option may be prepared, executed, and recorded, identifying the key provisions of this agreement.

**SECTION THIRTEEN
ENTIRE AGREEMENT**

This agreement and any attached Exhibits, schedules or riders set forth all the promises, agreements, conditions, and understandings between the parties to it with respect to the property. 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.

SECTION FOURTEEN

NO WAIVER

No delay or failure by either party to exercise any right or remedy under this agreement, and no partial or single exercise of it, shall constitute a waiver of that or any other right or remedy, unless otherwise expressed and provided in this agreement.

SECTION FIFTEEN

MULTIPLE COUNTERPARTS

This agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SECTION SIXTEEN

BUSINESS DAYS

When the final day of any period or any date of performance under this agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period of the date of performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

SECTION SEVENTEEN

GOVERNING LAWS

This agreement shall be governed by its terms and provisions and the internal laws of the State of South Carolina, as the same may exist from time to time.

SECTION EIGHTEEN

INTERPRETATION

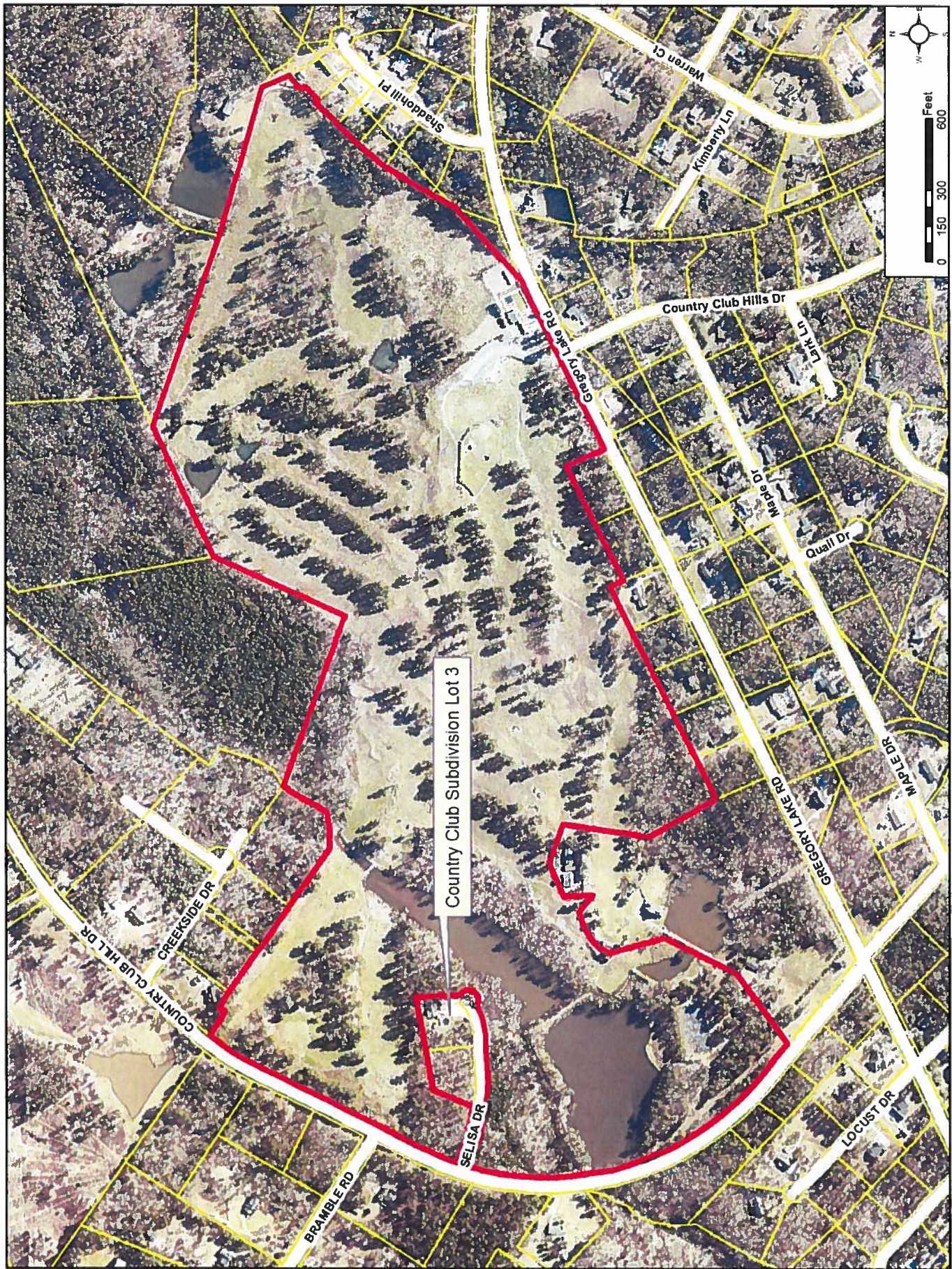
Unless the context otherwise requires, words of any gender used in this agreement shall be held and construed to include any other gender, words of single shall be held and construed to include the plural.

SECTION NINETEEN

HEADINGS

The paragraph headings are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope of content of this agreement or any provision of it.

This Option shall be binding on the heirs, successor and assigns of both Lessors and Lessee.



Country Club Subdivision Lot 3

Feet
0 150 300 600