



CITY COUNCIL

REGULAR AGENDA

OF

JANUARY 4, 2016



CITY OF NORTH AUGUSTA

AGENDA: PUBLIC HEARING

January 4, 2016 – Municipal Center – 100 Georgia Avenue, 3rd Floor – 7:00 P.M.

1. FINANCE: Public Hearing Re Installment purchase transaction between the City of North Augusta, South Carolina (the “City”) and the North Augusta Public Facilities Corporation (the “Corporation”) regarding the refinancing of the construction and equipping of a parking garage on certain real property owned by the City and located at 94 Center Street, North Augusta, South Carolina 29841, the financing of the construction and equipping of roads, water, sewer and related infrastructure of the City, such infrastructure to be located generally and bound by the Savannah River to the south, Georgia Avenue to the east, the brick ponds to the north and the Hammond’s Ferry subdivision to the west, and those portions of Center Street and Railroad Avenue adjacent to such parcels, as applicable (together, the “Project”), and the proposed issuance by the Corporation of a not exceeding \$13,000,000 Taxable Installment Purchase Revenue Bond (Parking Garage and Infrastructure Project), Series 2016 (the “Bond”)

AGENDA: REGULAR CITY COUNCIL MEETING

January 4, 2016 – Municipal Center – 100 Georgia Avenue, 3rd Floor
– FOLLOWING PUBLIC HEARING

CITIZEN COMMENTS: Citizens may speak to Mayor and City Council on each item listed on this agenda. Mayor Jones will call for your comments prior to City Council discussing the matter. When speaking to Council, please step up to the microphone, give your full name and address, and direct your remarks to Mayor Jones.

CITIZEN ASSISTANCE: Individuals needing special assistance or sign interpreter to participate in the meeting, please notify the Administration Department 48 hours prior to the meeting.

1. CALL TO ORDER:
2. INVOCATION AND PLEDGE OF ALLEGIANCE:
3. ROLL CALL:
4. APPROVAL OF MINUTES: Regular and Study Session Minutes of December 21, 2015

UNFINISHED BUSINESS

5. ZONING: North Augusta Development Code, Proposed Text Amendments (Application RZT 15-002) Amendment C, Option 1 – Third and Final Reading – Remove from Table
6. FINANCE: AN AMENDED AND RESTATED ORDINANCE AUTHORIZING THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA TO ENTER INTO AN INSTALLMENT PURCHASE TRANSACTION IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING THIRTEEN MILLION DOLLARS (\$13,000,000) TO REFINANCE THE COSTS RELATING TO THE CONSTRUCTION AND EQUIPPING OF A PARKING GARAGE ON CERTAIN REAL PROPERTY OWNED BY THE CITY AND DESCRIBED HEREIN AND FINANCE THE COSTS RELATING TO THE CONSTRUCTION AND EQUIPPING OF CERTAIN WATER, SEWER AND RELATED INFRASTRUCTURE LOCATED WITHIN A TAX INCREMENT FINANCING DISTRICT OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS INCLUDING AN AMENDED AND RESTATED BASE LEASE AGREEMENT AND AN AMENDED AND RESTATED INSTALLMENT PURCHASE AND USE AGREEMENT; DELEGATING THE AUTHORITY TO THE MAYOR AND CITY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO – Ordinance, Third and Final Reading
7. PARKS, RECREATION, AND LEISURE SERVICES: Authorization and Implementation of the Name Change for the Department of Recreation and Parks - Ordinance, Third and Final Reading

NEW BUSINESS

8. ANNEXATION: Property Located along Gregory Lake Road, Tax Parcel Numbers 106-00-00-009 and 106-00-00-010, 82.82 ± Acres
 - A. Petition, Resolution to Accept
 - B. Ordinance, First Reading
 - C. Ordinance, Second Reading

9. JUSTICE AND LAW: 2016 Jury Box – Motion to Accept

10. STREETS AND DRAINS: Deed of Dedication for the Merovan Detention Pond – Resolution

11. CITY PROPERTY: Authorization of the Sale of Real Estate Known as Lot 10, Block 32, Plat of North Augusta Land Company by George Summers, C.E. 1912 to Acacia Masonic Lodge No. 315
 - A. Ordinance, First Reading
 - B. Ordinance, Second Reading

12. PRESENTATIONS/COMMUNICATIONS/RECOGNITION OF VISITORS:
 - A. Citizen Comments: At this time, citizens may speak to Mayor and City Council regarding matters not listed on the agenda.
 - B. Council Comments

13. ADJOURNMENT:

Administration Department



TO: Mayor and City Council

FROM: B. Todd Glover, City Administrator

DATE: December 31, 2015

SUBJECT: Agenda for Regular Meeting of January 4, 2016

PUBLIC HEARING

- ITEM 1. **FINANCE:** **Public Hearing Re Installment purchase transaction between the City of North Augusta, South Carolina (the "City") and the North Augusta Public Facilities Corporation (the "Corporation") regarding the refinancing of the construction and equipping of a parking garage on certain real property owned by the City and located at 94 Center Street, North Augusta, South Carolina 29841, the financing of the construction and equipping of roads, water, sewer and related infrastructure of the City, such infrastructure to be located generally and bound by the Savannah River to the south, Georgia Avenue to the east, the brick ponds to the north and the Hammond's Ferry subdivision to the west, and those portions of Center Street and Railroad Avenue adjacent to such parcels, as applicable (together, the "Project"), and the proposed issuance by the Corporation of a not exceeding \$13,000,000 Taxable Installment Purchase Revenue Bond (Parking Garage and Infrastructure Project), Series 2016 (the "Bond")**

Please see **ATTACHMENT PH** for a copy of the Public Hearing Notice scheduled for tonight at 7:00 p.m.

REGULAR COUNCIL MEETING

- ITEM 5. ZONING: North Augusta Development Code, Proposed Text Amendments (Application RZT 15-002) – Amendment C, Option 1 – Ordinance, Third and Final Reading – Remove from the Table**

An ordinance was prepared for Council’s consideration on third and final reading amending Article 3, Zoning Districts, related to the Director of Planning and Development’s discretion for development standards waivers in the North Augusta Development Code, Chapter 18 of the City of North Augusta, South Carolina Code of Ordinances. At the November 2, 2015, Council agenda this item was tabled. A request to remove the item from the table is in order, if Council desires.

Please see the minutes of the Special Called meeting of October 26, 2015 for the ordinance text.

- ITEM 6. FINANCE: AN AMENDED AND RESTATED ORDINANCE AUTHORIZING THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA TO ENTER INTO AN INSTALLMENT PURCHASE TRANSACTION IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING THIRTEEN MILLION DOLLARS (\$13,000,000) TO REFINANCE THE COSTS RELATING TO THE CONSTRUCTION AND EQUIPPING OF A PARKING GARAGE ON CERTAIN REAL PROPERTY OWNED BY THE CITY AND DESCRIBED HEREIN AND FINANCE THE COSTS RELATING TO THE CONSTRUCTION AND EQUIPPING OF CERTAIN WATER, SEWER AND RELATED INFRASTRUCTURE LOCATED WITHIN A TAX INCREMENT FINANCING DISTRICT OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS INCLUDING AN AMENDED AND RESTATED BASE LEASE AGREEMENT AND AN AMENDED AND RESTATED INSTALLMENT PURCHASE AND USE AGREEMENT; DELEGATING THE AUTHORITY TO THE MAYOR AND CITY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO – Ordinance, Third and Final Reading**

An ordinance has been prepared for Council’s consideration on third and final reading authorizing the one year extension (via refinancing) of the Interim Bond for the Medac Parking Deck and the addition of \$3 million of principal (as requested by the City) to finance certain Project Jackson infrastructure.

Please see **ATTACHMENT #6-A** for a copy of the proposed ordinance.

ITEM 7. PARKS, RECREATION, AND LEISURE SERVICES: Authorization and Implementation of the Name Change for the Department of Recreation and Parks – Ordinance, Third and Final Reading

An ordinance has been prepared for Council's consideration on third and final reading authorizing and implementing the name change for the Department of Recreation and Parks to the Department of Parks, Recreation, and Tourism by amending Article X of the Code of Ordinances for the City of North Augusta, Section 2-230 -2-236.

Please see the minutes of December 21, 2015, for a copy of the proposed ordinance.

ITEM 8. ANNEXATION: Property Located along Gregory Lake Road, Tax Parcel Numbers 106-00-00-009 and 106-00-00-010, 82.82 ± Acres

A. Petition, Resolution to Accept

A resolution has been prepared for Council's consideration accepting the petition of various property owners in which they request the annexation of 82.82 ± acres of property located along Gregory Lake Road, Tax Parcel Numbers 106-00-00-009 and 106-00-00-010.

Also included herein are the rights of way of Gregory Lake Road adjoining the property to be annexed.

At the request of the current owners, the annexation petition is contingent upon the complete transfer of ownership of the two parcels from the current owners to Metro Homesites, LLC. The owners request that third and final reading of the annexation ordinance take place after the transfer of ownership is complete.

Please see **ATTACHMENT #8-A** for a copy of the proposed petition, resolution, and map.

B. Ordinance, First Reading

Pending Council's acceptance of the petition described in **Item #8-A** above, an ordinance has been prepared for Council's consideration on first reading to affect the requested annexation.

The property is proposed to be zoned R-10, Medium Lot, Single Family Residential. The requested zoning is consistent with the future land use classification of the property, Low Density Residential, as specified in the Future Land Use Element of the 2005 Comprehensive Plan.

Please see **ATTACHMENT #8-B** for a copy of the proposed ordinance and maps.

C. Ordinance, Second Reading

Pending Council's passage of the ordinance on first reading, it is submitted for Council's consideration on second reading.

ITEM 9. JUSTICE AND LAW: 2016 Jury Box – Motion to Accept

The 2016 Municipal Jury Box containing the names of all registered voters and the names of individuals with a South Carolina driver's license in our jurisdiction will be presented to Mayor and City Council at tonight's meeting for approval as is required by State law. A motion to accept the jury box is requested of Council.

ITEM 10. STREETS & DRAINS: Deed of Dedication for Merovan Detention Pond – Resolution

A resolution has been prepared for Council's consideration to accept a deed of dedication for the Merovan Detention Pond located East of Edgefield Road at the entrance to the Merovan (AKA Sweetwater) Business Center.

Please see ATTACHMENT #10 for a copy of the proposed resolution and supporting documentation.

ITEM 11. CITY PROPERTY: Authorization of the Sale of Real Estate Known as Lot 10, Block 32, Plat of North Augusta Land Company by George Summers, C.E. 1912 to Acacia Masonic Lodge No. 315

A. Ordinance, First Reading

An ordinance has been prepared for Council's consideration authorizing the sale of real estate known as Lot 10, Block 32, Plat of North Augusta Land Company by George Summers, C.E. 1912 to Acacia Masonic Lodge No. 315.

Please see ATTACHMENT #11-A for a copy of the proposed ordinance.

B. Ordinance, Second Reading

Pending Council's passage of the ordinance on first reading, it is submitted for Council's consideration on second reading.

ATTACHMENT PH

NOTICE OF PUBLIC HEARING

On January 4, 2016 beginning at 7:00 p.m., the City Council of the City of North Augusta (the "City Council") will hold a public hearing in the Council Chambers in the North Augusta Municipal Center, 100 Georgia Avenue, North Augusta, South Carolina, to discuss an installment purchase transaction between the City of North Augusta, South Carolina (the "City") and the North Augusta Public Facilities Corporation (the "Corporation") regarding the refinancing of the construction and equipping of a parking garage on certain real property owned by the City and located at 94 Center Street, North Augusta, South Carolina 29841, the financing of the construction and equipping of roads, water, sewer and related infrastructure of the City, such infrastructure to be located generally and bound by the Savannah River to the south, Georgia Avenue to the east, the brick ponds to the north and the Hammond's Ferry subdivision to the west, and those portions of Center Street and Railroad Avenue adjacent to such parcels, as applicable (together, the "Project"), and the proposed issuance by the Corporation of a not exceeding \$13,000,000 Taxable Installment Purchase Revenue Bond (Parking Garage and Infrastructure Project), Series 2016 (the "Bond"). Pursuant to an ordinance of the City Council entitled, "AN AMENDED AND RESTATED ORDINANCE AUTHORIZING THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA TO ENTER INTO AN INSTALLMENT PURCHASE TRANSACTION IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING THIRTEEN MILLION DOLLARS (\$13,000,000) TO REFINANCE THE COSTS RELATING TO THE CONSTRUCTION AND EQUIPPING OF A PARKING GARAGE ON CERTAIN REAL PROPERTY OWNED BY THE CITY AND DESCRIBED HEREIN AND FINANCE THE COSTS RELATING TO THE CONSTRUCTION AND EQUIPPING OF CERTAIN ROADS, WATER, SEWER AND RELATED INFRASTRUCTURE LOCATED WITHIN A TAX INCREMENT FINANCING DISTRICT OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS INCLUDING THE BASE LEASE AGREEMENT AND THE INSTALLMENT PURCHASE AND USE AGREEMENT; DELEGATING THE AUTHORITY TO THE MAYOR AND CITY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"), the City Council intends to authorize the City to enter into an installment purchase transaction for the purposes of providing funds to finance or refinance the Project and acknowledge the issuance of the Bond. The Ordinance is expected to be finally enacted by the City Council on January 4, 2016, following the public hearing noticed herein. The Bond will be issued by the Corporation for the purposes of providing funds to defray all or a portion of the costs of (i) financing or refinancing the Project, and (ii) costs related to the issuance of the Bond.

All interested persons will be given an opportunity to be heard at the public hearing. A copy of the Ordinance will be available for review at the offices of the City Administrator located at 100 Georgia Avenue, North Augusta, South Carolina 29841 during normal business hours beginning on December 22, 2015.

ATTACHMENT 6

ORDINANCE NO. 2015-24

AN AMENDED AND RESTATED ORDINANCE AUTHORIZING THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA TO ENTER INTO AN INSTALLMENT PURCHASE TRANSACTION IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING THIRTEEN MILLION DOLLARS (\$13,000,000) TO REFINANCE THE COSTS RELATING TO THE CONSTRUCTION AND EQUIPPING OF A PARKING GARAGE ON CERTAIN REAL PROPERTY OWNED BY THE CITY AND DESCRIBED HEREIN AND FINANCE THE COSTS RELATING TO THE CONSTRUCTION AND EQUIPPING OF CERTAIN ROADS, WATER, SEWER AND RELATED INFRASTRUCTURE LOCATED WITHIN A TAX INCREMENT FINANCING DISTRICT OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS INCLUDING THE BASE LEASE AGREEMENT AND THE INSTALLMENT PURCHASE AND USE AGREEMENT; DELEGATING THE AUTHORITY TO THE MAYOR AND CITY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, AS FOLLOWS:

Section 1. Definitions.

The terms defined in this Section for all purposes of this amended and restated ordinance (this "*Ordinance*") shall have the respective meanings as set forth in this Section. The term:

"*Bank*" means Bank of America, N.A., or any affiliate of Bank of America, N.A. or such other financial institution as approved by the City Representative.

"*Base Lease*" means the Amended and Restated Base Lease Agreement by and between the City and the Corporation to be dated as of the date of its delivery, together with any amendments, modifications and restatements thereof or substitutions therefor, in each case the form of which shall be negotiated, determined and finalized by a City Representative.

"*Bond*" means, collectively, the Interim Bond and the Permanent Bond.

"*Bond Agreement*" means the Bond Agreement by and between the Corporation and the Trustee (or the Bank, as more fully provided herein) to be dated as of the date of its delivery, together with any amendments, modifications and restatements thereof or substitutions therefor.

"*City*" means the City of North Augusta, South Carolina.

ATTACHMENT 6

“*City Administrator*” shall mean the City Administrator of the City and any individual appointed to act as City Administrator subsequent hereto.

“*City Clerk*” shall mean the City Clerk of the City of North Augusta.

“*City Council*” means the City Council of the City of North Augusta.

“*City Representative*” shall mean the Mayor, the City Administrator or any other City official or representative selected to act on behalf of the City.

“*Corporation*” means the North Augusta Public Facilities Corporation, a South Carolina nonprofit corporation.

“*Financing*” means, collectively, the Prior Interim Financing, the Interim Financing and the Permanent Financing, all as more fully described in Sections 2(c) and (d) hereof.

“*Financing Documents*” means collectively, the Base Lease, the Installment Purchase Agreement, and the Bond Agreement.

“*Installment Payments*” has the meaning assigned to such term in Section 2(e).

“*Installment Purchase Agreement*” means the Amended and Restated Installment Purchase and Use Agreement by and between the Corporation and the City to be dated as of the date of its delivery, together with any amendments, modifications and restatements thereof or substitutions therefor, in each case the form of which shall be negotiated, determined and finalized by a City Representative.

“*Interim Bond*” means the installment purchase revenue bond issued by the Corporation in connection with the Interim Financing in the form of a not exceeding \$13,000,000 Taxable Installment Purchase Revenue Bond (Parking Garage and Infrastructure Project), Series 2016.

“*Interim Financing*” means the installment purchase transaction to be entered into in anticipation of the Permanent Financing, all for the purposes of refinancing or financing the Project, and consisting of the issuance of the Interim Bond.

“*Mayor*” shall mean the Mayor of the City.

“*Ordinance*” means this Ordinance of the City.

“*Permanent Bond*” means the installment purchase revenue bond(s) issued in connection with the Permanent Financing to refinance or refund the Interim Bond.

“*Permanent Financing*” means the installment purchase transaction to be entered into in order to refund or refinance the Interim Financing, all for the purpose of financing the Project, and consisting of the issuance of the Permanent Bond.

ATTACHMENT 6

“Prior Interim Bond” means the installment purchase revenue bond issued by the Corporation in connection with the initial Interim Financing in the form of a \$10,000,000 Taxable Installment Purchase Revenue Bond (Parking Garage Project), Series 2015A dated January 21, 2015.

“Prior Interim Financing” means the initial installment purchase transaction entered into on January 21, 2015 through the issuance of the Prior Interim Bond, in anticipation of the Permanent Financing, all for the purpose of financing the Prior Project.

“Prior Ordinance” means an ordinance enacted by the City Council on December 15, 2014, the provisions of which, in part, authorized the Prior Project, the Prior Interim Financing and the approval of the issuance of the Prior Interim Bond by the Corporation.

“Prior Project” means the construction and equipping of a parking garage facility.

“Project” means (a) the Prior Project, and (b) the construction and equipping of roads, water, sewer and related infrastructure of the City, such infrastructure to be located generally and bound by the Savannah River to the south, Georgia Avenue to the east, the brick ponds to the north and the Hammond’s Ferry subdivision to the west, and those portions of Center Street and Railroad Avenue adjacent to such parcels, as applicable.

“Real Property” means all those certain pieces, parcels or tracts of land as described on Exhibit A hereto, including the existing improvements thereon as of the date hereof.

“State” shall mean the State of South Carolina.

“Trustee” means a financial institution that shall act as trustee in connection with the consummation of the Financing Documents, such institution to be selected by a City Representative; provided that the Financing Documents may provide that so long as the Bank is the sole owner of the Bond, the Bond Agreement will function as a loan agreement between the Bank, for its own account and not as a bond trustee, and the Corporation and, if the Bond Agreement provides for the role of a Trustee, then, except as otherwise provided in the Bond Agreement, (a) the Bank shall succeed to all of the rights and obligations of the Trustee thereunder and (b) all references therein to the Trustee shall be deemed to be references to the Bank.

Section 2. Findings and Determinations.

The City Council hereby finds and determines:

(a) The City is a body politic and corporate of the State and as such possesses all general powers granted to municipalities of the State.

(b) Under South Carolina law, the City is authorized to sell, lease or dispose of personal and/or real or mixed property.

ATTACHMENT 6

(c) The City Council enacted the Prior Ordinance to provide for the authorization of the Prior Project, the entering into of the Prior Interim Financing and the approval of the issuance by the Corporation of the Prior Interim Bond. The provisions of the Prior Ordinance allowed for the extension of the Prior Interim Financing subject to the approval of the Bank. This Ordinance is being enacted for the purposes of: (i) providing for the refinancing of the Prior Interim Financing and providing funds to payoff the Prior Interim Bond; (ii) expanding the original scope of the Prior Project by increasing the par amount of the original authorization contained within the Prior Ordinance by \$3,000,000 and expanding the scope of the Prior Project to include the construction and equipping of roads, water, sewer and related infrastructure of the City; (iii) authorizing the entering into and execution of the Financing Documents; (iv) authorizing the consummation of the Interim Financing and the approval of the issuance and delivery by the Corporation of the Interim Bond; and (v) amending and restating the Prior Ordinance.

(d) The Financing of the Project will be effected through an installment purchase transaction pursuant to which the City will enter into the Base Lease and the Installment Purchase Agreement; provided that it is understood that the installment purchase transaction initially will be structured as the Interim Financing and that the maturity of such Interim Financing will be approximately one year from the closing thereof, subject to a one year extension as determined by the Bank in its sole discretion, and that the Permanent Financing will occur on or before the maturity of the Interim Financing, all as more fully contemplated in the Financing Documents.

(e) Pursuant to the provisions of the Base Lease, the City will lease the Real Property to the Corporation in consideration of (i) the issuance by the Corporation of the Bond pursuant to the provisions of the Bond Agreement, and (ii) the payment of Base Lease Rent (as defined in the Base Lease) to the City. The Bond will be paid by the Corporation from the receipts of certain payments (the "*Installment Payments*") made by the City to the Corporation under the provisions of the Installment Purchase Agreement. Pursuant to the provisions of the Installment Purchase Agreement, the City will agree to purchase from the Corporation the Facilities (as defined in the Installment Purchase Agreement) by making the Installment Payments. Notwithstanding the foregoing, the Financing Documents will provide that the refunding or refinancing of the Interim Bond with the Permanent Bond will be permitted and, when consummated, will not constitute one or more Installment Payments, but rather, in such case, the Installment Payments will be provided for in the definitive documents relating to the issuance of the Permanent Bond.

(f) The proceeds of the Bond will be used (i) to defray all or a portion of the costs of the financing or refinancing of the Project (or, in the case of the Permanent Bond, to refund the Interim Bond), and (ii) to pay the costs of issuance of the Bond.

(g) It is understood that the Interim Bond evidencing the Interim Financing shall be purchased initially by the Bank.

ATTACHMENT 6

(h) The rights to receive Installment Payments, together with all rights, but not obligations of the Corporation under the Base Lease and the Installment Purchase Agreement, shall be assigned by the Corporation to the Trustee, or the Bank, as applicable, under the Bond Agreement as security and a source of payment for the Bond. In addition, the revenues generated by the Project shall be assigned by the Corporation and the City to the Trustee, or the Bank, as applicable, under the Bond Agreement as security and a source of payment for the Bond. It is also understood that the Interim Bond evidencing the Interim Financing will be secured in part by a covenant of the Corporation to consummate the Permanent Financing described herein through the issuance of the Permanent Bond on or prior to the maturity of the Interim Bond and the proceeds of the Permanent Bond will be used, among other purposes, to refund the Interim Bond.

(i) As previously discussed, in order to finance or refinance all or a portion of the costs of the Project, the City Council has determined that it is necessary and in the best interest of the City to enter into the Financing authorized by this Ordinance with the Corporation. The Financing will serve a proper public and corporate purpose of the City.

(j) It is understood that the Permanent Financing shall be subject to approval of a separate ordinance of the City to be enacted by City Council prior to the consummation of such Permanent Financing.

Section 3. Authorization for the Project; Pledge of Revenues.

The Project is hereby approved. The City Representative or such other appropriate officers and agents of the City are empowered and directed to negotiate, execute and deliver contracts, agreements, certificates and conveyances necessary or convenient to accomplish the Project and pledge the revenues therefrom as security for payment of the Bond, including, without limitation, the Financing Documents. In connection with the consummation of the Interim Financing, the City is authorized to pay or is authorized to cause the Corporation to pay to the Bank all accrued interest and any unused fees with respect to the Prior Interim Bond, such payment of accrued interest and any unused fees to be paid to the Bank at or prior to the closing of the Interim Financing.

Section 4. Approval of Corporation and Issuance of Bond.

The City hereby ratifies the formation of the Corporation, the appointment of the Corporation's initial Board of Directors and the issuance by the Corporation of the Bond. The City also acknowledges that, in accordance with the provisions of the Installment Purchase Agreement, the City will acquire absolute title to the Facilities upon payment of all amounts due under the Installment Purchase Agreement; *provided, however*, that the City does not hereby waive its right to terminate the Installment Purchase Agreement prior to such payment in accordance with the provisions of the Installment Purchase Agreement.

ATTACHMENT 6

Section 5. Delegation of City Representative to Approve Base Lease, Installment Purchase Agreement, and Bond Agreement.

The City Council hereby approves the City Representative to negotiate, make such determinations as may be necessary, and finalize the Base Lease. The Mayor or the City Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the City Clerk is hereby authorized, empowered and directed to attest, the Base Lease in the name and on behalf of the City, and thereupon to cause the Base Lease to be delivered to the Corporation and to cause the Base Lease (or memorandum thereof) to be recorded in the office of the Register of Deeds for Aiken County, South Carolina. Any amendment to the Base Lease shall be executed in the same manner.

The City Council hereby approves the City Representative to negotiate, make such determinations as may be necessary, and finalize the Installment Purchase Agreement. The Mayor or the City Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the City Clerk is hereby authorized, empowered and directed to attest, the Installment Purchase Agreement in the name and on behalf of the City, and thereupon to cause the Installment Purchase Agreement to be delivered to the Corporation and to cause the Installment Purchase Agreement (or memorandum thereof) to be recorded in the office of the Register of Deeds for Aiken County, South Carolina. Any amendment to the Installment Purchase Agreement shall be executed in the same manner.

The City is not a party to the Bond Agreement, but the City acknowledges that the Bond Agreement is an integral part of the documents related to the Financing. A City Representative is hereby authorized to provide for the review and approval of the form of the Bond Agreement with such additions, deletions, amendments and changes as may be deemed necessary by the parties thereto and approved by the City Representative prior to the consummation of the Financing.

Section 6. Execution of Documents.

The Mayor and the City Administrator, or either one of them acting alone, and the City Clerk are fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be deemed necessary or desirable in order to effectuate the execution and delivery of the Base Lease and the Installment Purchase Agreement in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officers in executing and delivering any of such documents, in such form as the Mayor and the City Administrator shall approve, is hereby fully authorized; provided, however, that that after the issuance of the Interim Bond but before any drawdown of funds thereunder by the Corporation in excess of the amount of the Prior Interim Bond (\$10,000,000), the City Council shall have adopted a resolution, in meeting duly called and with a quorum present, authorizing the Mayor and the City Administrator to request that the Corporation effect one or more draws under the Interim Bond in amounts up to but not to exceed, together with the principal amount of the Prior Interim Bond, the available principal amount of the Interim

ATTACHMENT 6

Bond (\$13,000,000). The City Council hereby retains the law firm of Pope Flynn, LLC as bond counsel with respect to the transactions authorized by this Ordinance.

Section 7. Severability.

If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 8. Amendment and Restatement; Repeal of Inconsistent Ordinances and Resolutions.

This Ordinance amends and restates the Prior Ordinance. All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 9. Effective Date.

This Ordinance shall be effective upon its enactment by the City Council.

DONE, RATIFIED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA IN MEETING DULY ASSEMBLED ON THIS 4TH DAY OF JANUARY, 2016.

(SEAL)

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

First Reading: December 21, 2015
Second Reading: December 21, 2015
Public Hearing: January 4, 2016
Third Reading: January 4, 2016

ATTACHMENT 6

EXHIBIT A

Description of the Real Property

ALL THAT LOT, TRACT OR PARCEL OF LAND, WITH ANY IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE CITY OF NORTH AUGUSTA, AIKEN COUNTY, SOUTH CAROLINA, HAVING THE FOLLOWING METES AND BOUNDS, TO WIT:

COMMENCING AT THE SOUTHEAST INTERSECTION OF BLUFF AVENUE AND WEST AVENUE AT A PK NAIL FOUND BEING THE POINT OF COMMENCEMENT; THENCE SOUTH 19 DEGREES 27 MINUTES 31 SECONDS WEST ($s19^{\circ}27'31''W$), A DISTANCE OF 185.93 FEET TO A #4 REBAR SET BEING THE **POINT OF BEGINNING**; THENCE SOUTH 70 DEGREES 18 MINUTES 41 SECONDS EAST ($S70^{\circ}18'41''E$), A DISTANCE OF 324.42 FEET TO A #4 REBAR SET; THENCE SOUTH 17 DEGREES 04 MINUTES 52 SECONDS WEST ($S17^{\circ}04'52''W$), A DISTANCE OF 194.71 FEET TO A #4 REBAR FOUND; THENCE NORTH 72 DEGREES 55 MINUTES 08 SECONDS WEST ($N72^{\circ}55'08''W$), A DISTANCE OF 18.43 FEET TO A #4 REBAR FOUND; THENCE ALONG A CURVE HAVING A RADIUS OF 118.00 FEET AND AN ARC LENGTH OF 78.37 FEET, WITH A CHORD BEARING OF SOUTH 88 DEGREES 03 MINUTES 18 SECONDS WEST ($S88^{\circ}03'18''W$) AND A CHORD DISTANCE OF 76.94 FEET TO #4 REBAR SET; THENCE NORTH 67 DEGREES 48 MINUTES 09 SECONDS WEST ($N67^{\circ}48'09''W$), A DISTANCE OF 42.59 FEET TO A #4 REBAR FOUND; THENCE NORTH 19 DEGREES 25 MINUTES 18 SECONDS EAST ($N19^{\circ}25'18''E$), A DISTANCE OF 24.57 FEET TO A #4 REBAR SET; THENCE NORTH 70 DEGREES 19 MINUTES 10 SECONDS WEST ($N70^{\circ}19'10''W$), A DISTANCE OF 199.89 FEET TO A #4 REBAR SET; THENCE NORTH 19 DEGREES 27 MINUTES 31 SECONDS EAST ($N19^{\circ}27'31''E$), A DISTANCE OF 28.39 FEET TO A #4 REBAR SET; THENCE SOUTH 70 DEGREES 12 MINUTES 34 SECONDS EAST ($S70^{\circ}12'34''E$), A DISTANCE OF 5.00 FEET TO A #4 REBAR SET; THENCE NORTH 19 DEGREES 27 MINUTES 31 SECONDS EAST ($N19^{\circ}27'31''E$), A DISTANCE OF 77.21 FEET TO A #4 REBAR SET; THENCE NORTH 70 DEGREES 12 MINUTES 34 SECONDS WEST ($N70^{\circ}12'34''W$), A DISTANCE OF 5.00 FEET TO A #4 REBAR SET; THENCE NORTH 19 DEGREES 27 MINUTES 31 SECONDS EAST ($N19^{\circ}27'31''E$), A DISTANCE OF 91.71 FEET TO A #4 REBAR SET BEING THE **POINT OF BEGINNING** CONTAINING 1.51 ACRES.

ATTACHMENT 6

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

I, the undersigned, City Clerk of the City of North Augusta, South Carolina (the "City"), DO HEREBY CERTIFY THAT:

The foregoing constitutes a true, correct and verbatim copy of an ordinance (the "Ordinance") enacted on January 4, 2016 by the City Council of the City of North Augusta (the "City Council"), the governing body of the City, which was given three readings on three separate days, with an interval of not less than seven days between the second and third readings. The original of the Ordinance is duly entered in the permanent records of minutes of meetings of the City Council, in my custody as such City Clerk.

Said meetings were duly called, and all members of the City Council were notified of the same; that a quorum of the membership attended and remained throughout the proceedings incident to the enactment of the Ordinance.

As required by Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended, a notice of the meeting (including the date, time, and place thereof, as well as an agenda) was posted prominently in the offices of the City at least twenty-four hours prior to said meetings. In addition, the local news media and all persons requesting notification of meetings of the City Council were notified of the time, date, and place of such meetings, and were provided with a copy of the agendas therefor at least twenty-four hours in advance of such meetings.

The Ordinance is now of full force and effect, and has not been modified, amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City, this ____ day of January, 2016.

(SEAL)

City Clerk
City of North Augusta, South Carolina

First Reading: December 21, 2015
Second Reading: December 21, 2015
Public Hearing: January 4, 2016
Third Reading: January 4, 2016

ATTACHMENT 8-A

RESOLUTION NO. 2016-01
TO ACCEPT A PETITION FOR ANNEXATION
OF ±82.82 ACRES OF PROPERTY LOCATED
ALONG GREGORY LAKE ROAD
AND OWNED BY HENRY P. REESE, JR., BARBARA R.
HERLONG, ELSIE R. MORGAN, FAYE M. SPEIGHT,
SUSAN M. KECK, VIRGINIA ANN HODSON
AND PRISCILLA DIANNE WITEK,
AND BY CONTRACT PURCHASER, METRO HOMESITES, LLC

WHEREAS, Section 5-3-150(3) of the Code of Laws of the State of South Carolina provides that: "Notwithstanding the provisions of subsections (1) and (2) of this section, any area or property which is contiguous to a municipality may be annexed to the municipality by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation. Upon the agreement of the governing body to accept the petition and annex the area, and the enactment of an ordinance declaring the area annexed to the municipality, the annexation is complete"; and

WHEREAS, the governing body of the City of North Augusta determines it to be in the best interest of the City to accept a petition for annexation attached hereto dated September 23, 2015.

The property sought to be annexed is described as follows:

All that piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the County of Edgefield, State of South Carolina, containing 41.21 acres, more or less, as will more fully appear by reference to a plat thereof prepared by Joe L. Grant, RLS, dated June 1968, and recorded in the Office of the Register of Deeds for Edgefield County in Plat Book 17 at page 6. Said plat is incorporated in and made a part and parcel of this description by reference thereto. Said plat is craved for a more complete and accurate description of the exact metes, bounds, distances and location. Subject to all easements and restrictions of record.

Also, all that piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the County of Edgefield, State of South Carolina, containing 0.5 acres, more or less, as will more fully appear by reference to a plat thereof, prepared by Joe L. Grant, RLS, dated December 23, 1987, and recorded in the Office of the Register of Deeds for Edgefield County in Plat Book 29 at page 154. Said plat is incorporated in and made a part and parcel of this description by reference thereto. Said plat is craved for a more complete and accurate description of the exact metes, bounds, distances and location. Subject to all easements and restrictions of record.

This being the identical lands conveyed to Henry P. Reese, Jr., Barbara R. Herlong and Elsie R. Morgan by deed recorded in the Office of the Register of Deeds for Edgefield County in Deed Book 62, page 226.

This also being the identical lands conveyed to Faye M. Speight and Susan M. Keck, reserving a Life Estate for Elsie R. Morgan by deed recorded in the Office of the Register of Deeds for Edgefield County in Deed Book 919, pages 148-150.

Also, all that certain piece, parcel or tract of land, situate, lying and being in Edgefield County, South Carolina, located off Martintown Road approximately five miles north of North Augusta, containing 41.108 acres, more or less, as shown by plat of Joe L. Grant, Surveyor, dated June 1968, which plat is made a part and parcel hereof and by reference thereto and is recorded in Plat Book 17 at page 6 in the Office of the Clerk of Court for Edgefield County, said lands being bounded on the northeast by lands of W.B. Capers; on the northwest by Parcel No. 4, lands of James W. Bunch; on the west by Parcel No. 6, lands of Harry G. Bunch, Jr., and Parcel No. 2, lands of Henry Reece, et al.; and on the southeast by lands of W.B. Capers.

This is the identical property conveyed to Virginia Ann Hodson and Priscilla Dianne Witek by deed recorded in the Office of the Register of Deeds for Edgefield County in Deed Book 86, page 86.

Tax Parcel Number 106-00-00-009

The property to be annexed is also shown on a map identified as "Exhibit A" titled "Map of Property Sought to be Annexed to the City of North Augusta" dated August 7, 2015 and prepared by the City of North Augusta.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of North Augusta in meeting duly assembled and by the authority thereof that the Petition to annex the property described herein is hereby accepted.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2016.

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

EXHIBIT A

T.P.N. 106-00-00-009
Approximately 41.11 Acres

Outside City

T.P.N. 106-00-00-010
Approximately 41.71 Acres

Inside City

WHITEWOOD WAY
OAK CREEK DR

W MARTINTOWN RD

GREGORY LAKE RD

STATE OF SOUTH CAROLINA)
COUNTY OF EDGEFIELD)

PETITION FOR ANNEXATION OF ±82.82 ACRES
OF LAND LOCATED ALONG GREGORY LAKE ROAD
AND OWNED BY HENRY P. REESE, JR., BARBARA R.
HERLONG, ELSIE R. MORGAN, FAYE M. SPEIGHT,
SUSAN M. KECK, VIRGINIA ANN HODSON
AND PRISCILLA DIANNE WITEK,
AND BY CONTRACT PURCHASER, METRO HOMESITES, LLC

We the undersigned, as freeholders and as purchaser under contract of property located along and near Gregory Lake Road, do respectfully petition the City Council for the City of North Augusta, South Carolina, for annexation of the hereinafter described property into the municipal corporate limits of the City of North Augusta, South Carolina. This petition is submitted in accordance with Title 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended.

The property sought to be annexed is described as follows:

All that piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the County of Edgefield, State of South Carolina, containing 41.21 acres, more or less, as will more fully appear by reference to a plat thereof prepared by Joe L. Grant, RLS, dated June 1968, and recorded in the Office of the Register of Deeds for Edgefield County in Plat Book 17 at page 6. Said plat is incorporated in and made a part and parcel of this description by reference thereto. Said plat is craved for a more complete and accurate description of the exact metes, bounds, distances and location. Subject to all easements and restrictions of record.

Also, all that piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the County of Edgefield, State of South Carolina, containing 0.5 acres, more or less, as will more fully appear by reference to a plat thereof, prepared by Joe L. Grant, RLS, dated December 23, 1987, and recorded in the Office of the Register of Deeds for Edgefield County in Plat Book 29 at page 154. Said plat is incorporated in and made a part and parcel of this description by reference thereto. Said plat is craved for a more complete and accurate description of the exact metes, bounds, distances and location. Subject to all easements and restrictions of record.

This being the identical lands conveyed to Henry P. Reese, Jr., Barbara R. Herlong and Elsie R. Morgan by deed recorded in the Office of the Register of Deeds for Edgefield County in Deed Book 62, page 226.

This also being the identical lands conveyed to Faye M. Speight and Susan M. Keck, reserving a Life Estate for Elsie R. Morgan, by deed recorded in the Office of the Register of Deeds for Edgefield County in Deed Book 919, pages 148-150.

Tax Parcel Number 106-00-00-010

Also, all that certain piece, parcel or tract of land, situate, lying and being in Edgefield County, South Carolina, located off Martintown Road approximately five miles north of North Augusta, containing 41.108 acres, more or less, as shown by plat of Joe L. Grant, Surveyor, dated June 1968, which plat is made a part and parcel hereof and by reference thereto and is recorded in

Plat Book 17 at page 6 in the Office of the Clerk of Court for Edgefield County, said lands being bounded on the northeast by lands of W.B. Capers; on the northwest by Parcel No. 4, lands of James W. Bunch; on the west by Parcel No. 6, lands of Harry G. Bunch, Jr., and Parcel No. 2, lands of Henry Reece, et al.; and on the southeast by lands of W.B. Capers.

This is the identical property conveyed to Virginia Ann Hodson and Priscilla Dianne Witek by deed recorded in the Office of the Register of Deeds for Edgefield County in Deed Book 86, page 86.

Tax Parcel Number 106-00-00-009

This petition is contingent upon the complete transfer of ownership of the two parcels from the current owners, Henry P. Reese, Jr., Barbara R. Herlong, Elsie R. Morgan, Faye M. Speight, Susan M. Keck, Virginia Ann Hodson and Priscilla Dianne Witek, to Metro Homesites, LLC. Third and final reading of the annexation ordinance will take place after the transfer of ownership is complete.

The property to be annexed is also shown on a map identified as “Exhibit A” titled “Map of Property Sought to be Annexed to the City of North Augusta” dated August 7, 2015 and prepared by the City of North Augusta.

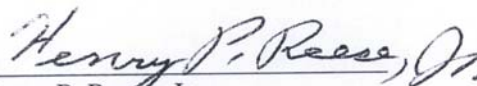
This petition dated the 23rd day of September, 2015 prior to the affixing of any signatures hereto.

(Signature Pages Follow)

Tax Map Parcel Numbers

Property Representative Signatures

106-00-00-010


Henry P. Reese, Jr.

106-00-00-010

Barbara R. Herlong

106-00-00-010

Elsie R. Morgan

106-00-00-010

Faye M. Speight

106-00-00-010

Susan M. Keck

106-00-00-009

Virginia Ann Hodson

106-00-00-009

Priscilla Diane Witek

Metro Homesites, LLC
Purchaser Under Contract

Tax Map Parcel Numbers

Property Representative Signatures

106-00-00-010

Henry P. Reese, Jr.

106-00-00-010

Barbara R. Herlong

Barbara R. Herlong

106-00-00-010

Elsie R. Morgan

106-00-00-010

Faye M. Speight

106-00-00-010

Susan M. Keck

106-00-00-009

Virginia Ann Hodson

106-00-00-009

Priscilla Diane Witek

Metro Homesites, LLC
Purchaser Under Contract

Tax Map Parcel Numbers

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Elsie R. Morgan

Elsie R. Morgan

106-00-00-010

Faye M. Speight

Faye M. Speight

106-00-00-010

Susan M. Keck

106-00-00-009

Virginia Ann Hodson

106-00-00-009

Priscilla Diane Witek

Metro Homesites, LLC
Purchaser Under Contract

Tax Map Parcel Numbers

Property Representative Signatures

106-00-00-010

Henry P. Reese, Jr.

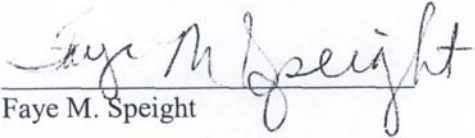
106-00-00-010

Barbara R. Herlong

106-00-00-010

Elsie R. Morgan

106-00-00-010



Faye M. Speight

106-00-00-010



Susan M. Keck

106-00-00-009

Virginia Ann Hodson

106-00-00-009

Priscilla Diane Witek

Metro Homesites, LLC
Purchaser Under Contract

Tax Map Parcel Numbers

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106-00-00-010

Susan M. Keck

106-00-00-009

Virginia Ann Hodson

Virginia Ann Hodson

106-00-00-009

Priscilla Diane Witek

Metro Homesites, LLC
Purchaser Under Contract

Tax Map Parcel Numbers

Property Representative Signatures

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Henry P. Reese, Jr.

106-00-00-010

Barbara R. Herlong

106-00-00-010

Elsie R. Morgan

106-00-00-010

Faye M. Speight

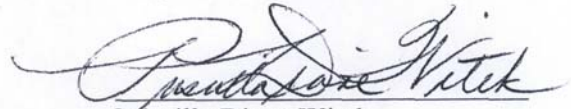
106-00-00-010

Susan M. Keck

106-00-00-009

Virginia Ann Hodson

106-00-00-009



Priscilla Diane Witek

Metro Homesites, LLC
Purchaser Under Contract

Tax Map Parcel Numbers

Property Representative Signatures

106-00-00-010

Henry P. Reese, Jr.

106-00-00-010

Barbara R. Herlong

106-00-00-010

Elsie R. Morgan

106-00-00-010

Faye M. Speight

106-00-00-010

Susan M. Keck

106-00-00-009

Virginia Ann Hodson

106-00-00-009

Priscilla Diane Witek



Metro Homesites, LLC
Purchaser Under Contract

EXHIBIT A

T.P.N. 106-00-00-009
Approximately 41.11 Acres

Outside City

T.P.N. 106-00-00-010
Approximately 41.71 Acres

Inside City

WHITEWOOD WAY
OAK CREEK DR

W MARTIN TOWN RD

GREGORY LAKE RD

ATTACHMENT 8-B

ORDINANCE NO. 2016-01
TO CHANGE THE CORPORATE LIMITS
OF THE CITY OF NORTH AUGUSTA
BY ANNEXING ±82.82 ACRES OF PROPERTY LOCATED
ALONG GREGORY LAKE ROAD
AND OWNED BY HENRY P. REESE, JR., BARBARA R.
HERLONG, ELSIE R. MORGAN, FAYE M. SPEIGHT,
SUSAN M. KECK, VIRGINIA ANN HODSON
AND PRISCILLA DIANNE WITEK,
AND BY CONTRACT PURCHASER, METRO HOMESITES, LLC

WHEREAS, Section 5-3-150(3) of the Code of Laws of the State of South Carolina provides that: "Notwithstanding the provisions of subsections (1) and (2) of this section, any area or property which is contiguous to a municipality may be annexed to the municipality by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation. Upon the agreement of the governing body to accept the petition and annex the area, and the enactment of an ordinance declaring the area annexed to the municipality, the annexation is complete"; and

WHEREAS, the Mayor and City Council of the City of North Augusta, by adoption of Resolution No. 2016-01 dated January 4, 2016, accepted a Petition for Annexation and wish to annex the below described properties; and

WHEREAS, the zoning classification recommended for the properties proposed for annexation has been reviewed for consistency with the Future Land Use Classification of the properties as specified in the Land Use Element of the 2005 Comprehensive Plan;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof that:

- I. The following described property shall be annexed into the City of North Augusta:

All that piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the County of Edgefield, State of South Carolina, containing 41.21 acres, more or less, as will more fully appear by reference to a plat thereof prepared by Joe L. Grant, RLS, dated June 1968, and recorded in the Office of the Register of Deeds for Edgefield County in Plat Book 17 at page 6. Said plat is incorporated in and made a part and parcel of this description by reference thereto. Said plat is craved for a more complete and accurate description of the exact metes, bounds, distances and location. Subject to all easements and restrictions of record.

Also, all that piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the County of Edgefield, State of South Carolina, containing 0.5 acres, more or less, as will more fully appear by reference to a plat thereof, prepared by Joe L. Grant, RLS, dated December 23, 1987, and recorded in the Office of the Register of Deeds for Edgefield County in Plat Book 29 at page 154. Said plat is incorporated in and made a part and parcel of this description

by reference thereto. Said plat is craved for a more complete and accurate description of the exact metes, bounds, distances and location. Subject to all easements and restrictions of record.

This being the identical lands conveyed to Henry P. Reese, Jr., Barbara R. Herlong and Elsie R. Morgan by deed recorded in the Office of the Register of Deeds for Edgefield County in Deed Book 62, page 226.

This also being the identical lands conveyed to Faye M. Speight and Susan M. Keck, reserving a Life Estate for Elsie R. Morgan by deed recorded in the Office of the Register of Deeds for Edgefield County in Deed Book 919, pages 148-150.

Tax Parcel Number 106-00-00-010

Also, all that certain piece, parcel or tract of land, situate, lying and being in Edgefield County, South Carolina, located off Martintown Road approximately five miles north of North Augusta, containing 41.108 acres, more or less, as shown by plat of Joe L. Grant, Surveyor, dated June 1968, which plat is made a part and parcel hereof and by reference thereto and is recorded in Plat Book 17 at page 6 in the Office of the Clerk of Court for Edgefield County, said lands being bounded on the northeast by lands of W.B. Capers; on the northwest by Parcel No. 4, lands of James W. Bunch; on the west by Parcel No. 6, lands of Harry G. Bunch, Jr., and Parcel No. 2, lands of Henry Reece, et al.; and on the southeast by lands of W.B. Capers.

This is the identical property conveyed to Virginia Ann Hodson and Priscilla Dianne Witek by deed recorded in the Office of the Register of Deeds for Edgefield County in Deed Book 86, page 86.

Tax Parcel Number 106-00-00-009

The property to be annexed is also shown on a map identified as "Exhibit A" titled "Map of Property Sought to be Annexed to the City of North Augusta" dated August 7, 2015 and prepared by the City of North Augusta.

- II. The zoning classification recommended for the properties to be annexed is consistent with the Future Land Use Classification of the properties as specified in the Land Use Element of the 2005 Comprehensive Plan; therefore, the properties shall be zoned R-10, Medium Lot, Single Family Residential, as shown on a map identified as "Exhibit B" titled "ANX 015-001 Zoning of Property Sought to be Annexed to the City of North Augusta" dated August 7, 2015 and prepared by the City of North Augusta.
- III. Also included herein are the rights of way of Gregory Lake Road adjoining the property to be annexed as shown on a map identified as "Exhibit C" titled "ANX 15-001 Map of Property Sought to be Annexed to the City of North Augusta" dated August 7, 2015 and prepared by the City of North Augusta.
- IV. All ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

V. This Ordinance shall become effective immediately upon its adoption on third and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2016.

First Reading _____

Lark W. Jones, Mayor

Second Reading _____

Third Reading _____

ATTEST:

Donna B. Young, City Clerk

EXHIBIT A

T.P.N. 106-00-00-009
Approximately 41.11 Acres

Outside City

T.P.N. 106-00-00-010
Approximately 41.71 Acres

WHITEWOOD WAY
OAK CREEK DR

Inside City

W. MARTIN TOWN RD

GREGORY LAKE RD



ANX 15-001
MAP OF PROPERTY
SOUGHT TO BE ANNEXED TO
THE CITY OF NORTH AUGUSTA

E:\2015 Annexions\
ANX 15-001 Exhibit A.MXD
August 7, 2015

EXHIBIT B

T.P.N. 106-00-00-009
R-10, Medium Lot,
Single-Family Residential

Outside City

T.P.N. 106-00-00-010
R-10, Medium Lot,
Single-Family Residential

R-14

WHITEWOOD WAY
OAK CREEK DR

R-14

PD

Inside City

W. MARTINTOWN RD

PD

GREGORY LAKE RD

PD



ANX 15-001
ZONING OF PROPERTY
SOUGHT TO BE ANNEXED TO
THE CITY OF NORTH AUGUSTA

E:\2015 Annexions\
ANX 15-001 Exhibit B.MXD
August 7, 2015

EXHIBIT C

T.P.N. 106-00-00-009
Approximately 41.11 Acres

Outside City

T.P.N. 106-00-00-010
Approximately 41.71 Acres

Inside City

WHITEWOOD WAY
OAK CREEK DR

W. MARTINTOWN RD

GREGORY LAKE RD

ATTACHMENT 10

RESOLUTION NO. 2016-02
ACCEPTING A DEED OF DEDICATION FOR THE MEROVAN DETENTION POND
LOCATED EAST OF EDGEFIELD ROAD AT THE ENTRANCE TO THE MEROVAN
(AKA SWEETWATER) BUSINESS CENTER

WHEREAS, Benjamin Roy Smith and Byron Millard Morris, (Grantors) co-trustees for the Merovan Property Owners Association, Inc., granted an easement to the City of North Augusta (Grantee) to construct a waterline on their property; and

WHEREAS, in consideration, the Grantors have requested that the City accept ownership and responsibility for the detention pond located on the Merovan property.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof, do hereby accept a deed of dedication for:

ALL that certain parcel of land, with the improvements thereon, containing ± 0.42 acres and identified as Tract "C", attached hereto as "Exhibit A" and recorded in Plat Book 58, Page 927 of the RMC Office, Aiken County, South Carolina.

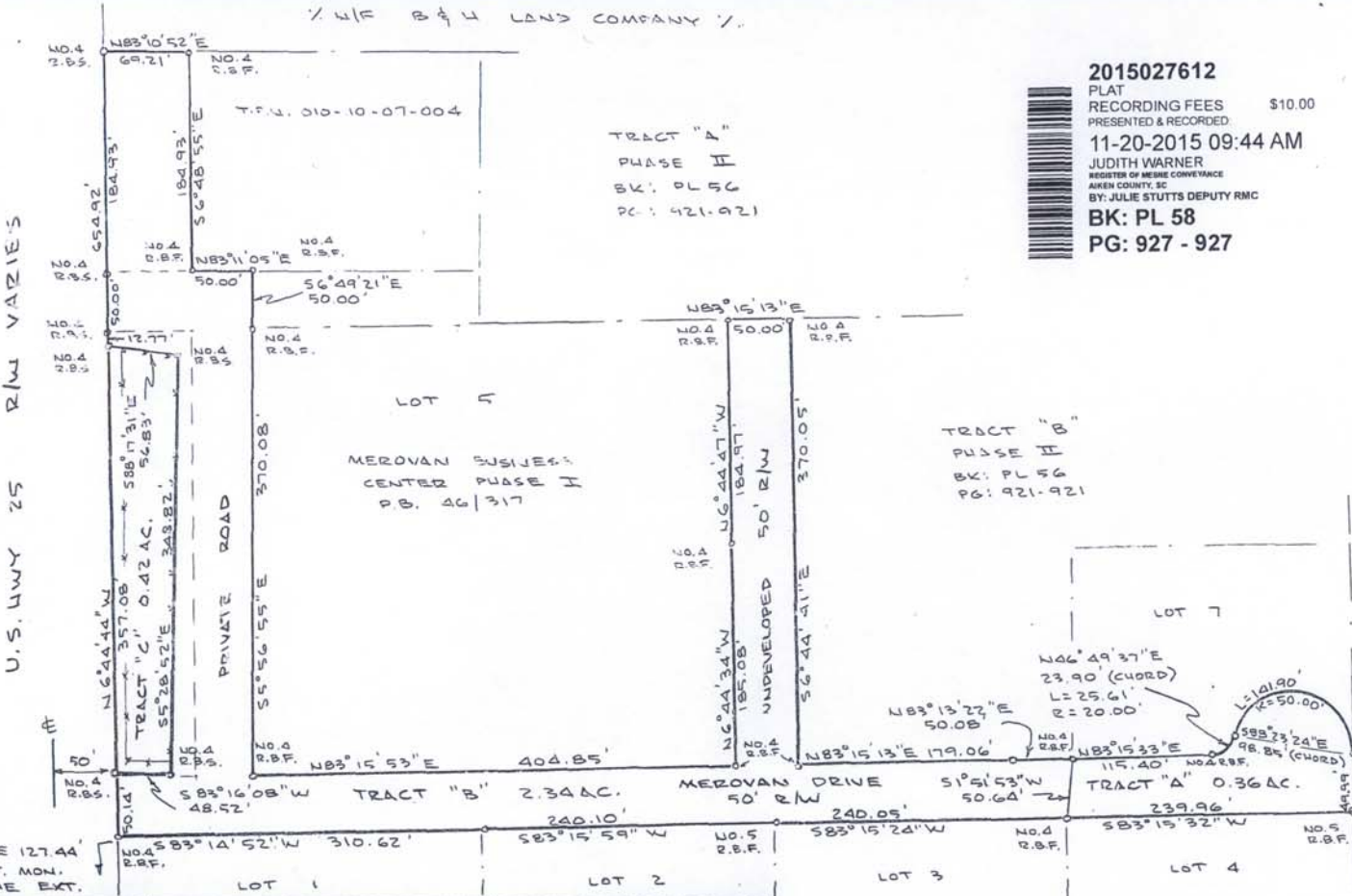
Tax Parcel Number 010-10-07-001 (portion of)

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2016.

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk



2015027612
 PLAT
 RECORDING FEES \$10.00
 PRESENTED & RECORDED:
 11-20-2015 09:44 AM
 JUDITH WARNER
 REGISTERED PROFESSIONAL SURVEYOR
 AIKEN COUNTY, SC
 BY: JULIE STUTTS DEPUTY RMC
 BK: PL 58
 PG: 927 - 927

APPROVED
 MINOR SUBDIVISION PLAT
 CITY OF NORTH AUGUSTA,
 SOUTH CAROLINA
 Pursuant to § 58.2 of the North Augusta
 Development Code, this Minor Subdivision Plat was
 approved by the North Augusta Department of
 Economic and Community Development.
 BY: *[Signature]* DATE 11/15/15

EXHIBIT A



PLAT FOR
 MEROVIAN PROPERTY OWNERS ASSOCIATION, INC.,
 SHOWING THREE TRACTS IN MEROVIAN BUSINESS
 CENTER, LOCATED IN NORTH AUGUSTA,
 AIKEN COUNTY SOUTH CAROLINA

GRAPHIC SCALE:
 100 0 100 200 300 FEET

SCALE:
 1" = 100'

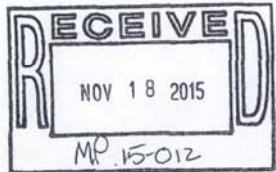
SURVEYED:
 W.H.M.

WILLIAM H. MCKIE, III P.L.S.
 P.O. BOX 6812 N. AUGUSTA, S.C. 29841
 PHONE: (803) 279-6277

DATE:
 8/18/15

DRAWN:
 W.H.M.

BK: PL 58
 PG: 921-921



NOTE: TRACTS "A", "B" & "C" A PORTION OF
 T.P.N. 010-10-07-005

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS
 MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND
 SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED
 THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN; ALSO THAT THIS
 PROPERTY DOES NOT FALL WITHIN THE FLOOD HAZARD AREA AS DETERMINED BY OFFICIAL F.I.A. FLOOD HAZARD MAPS
 IN EFFECT AT THIS TIME.

Please return to:

James S. Murray
Warlick, Tritt, Stebbins & Murray, LLP
Post Office Box 1495
Augusta, Georgia 30903

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

DEED OF DEDICATION

KNOWN ALL MEN BY THESE PRESENTS, that **Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Carson Alexander Royal dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Charles Ashley Royal dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Ellen Smith Royal dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of John Austin Royal dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Charles Ashley Royal, Jr., dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Lauren Kelly Royal dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Benjamin Roy Smith dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Joyce Lynch Smith dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Benjamin Roy Smith, Jr., dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Rachel Leigh Smith dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Sarah Grace Smith dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Anne Smith Morris dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Byron Millard Morris dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Caleb Alexander Morris dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Joseph Kelly Morris dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Joshua John Morris dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Byron Millard Morris, Jr., dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Rebecca Anne Kelly**

Morris dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of John Smith, Jr., dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Allison Smith dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Benjamin Smith dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Daniel Smith dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Nathan Smith dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Hannah Smith dated December 29, 1994; Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Emily Smith Daniel dated December 29, 1994; and Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees of the Irrevocable Trust for the benefit of Richard Daniel dated December 29, 1994, with the principal mailing address being 90 River Point Drive, North Augusta, South Carolina 29860 ("Grantor"), for and in consideration of the acceptance of the property described below by **City of North Augusta, South Carolina, A Body Politic ("Grantee"), whose address is 100 Georgia Avenue, North Augusta, South Carolina 29841, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee the following described property, to-wit:**

ALL those tracts or parcels of land and improvements containing 0.42 acres, more or less, platted and depicted as Tract "C" in that certain Record Plat of Merovan Property Owners Association, Inc. as prepared by William H. McKie, III P.L.S. dated August 18, 2015, and recorded in Plat Book 58 at Page 927, records of the RMC Office of Aiken County, South Carolina.

This being a portion of the same property conveyed to Grantor by deed from Bon-Augusta Associates, and recorded in said RMC Office in Record Book 4376, page 452-455 and rerecorded in Book 4377, page 2038-2042.

Tax Parcel No. Portion of Tax Parcel 010-10-07-001

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, its successors and assigns forever.

AND Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against Grantor and Grantors' successors and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused the execution of these presents by its duly authorized member this 17 day of December, 2015.

Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Carson Alexander Royal dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andrea Merrill
Witness (1)

[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Charles Ashley Royal dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andrea Merrill
Witness (1)

[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Ellen Smith Royal dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andrea Merrill
Witness (1)

[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the

Benefit of John Austin Royal dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andrea Merrill
Witness (1)

[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Charles Ashley Royal, Jr., dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andrea Merrill
Witness (1)

[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Lauren Kelly Royal dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andrea Merrill
Witness (1)

[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Benjamin Roy Smith dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered

In The Presence Of:

Andrea Merrill

Witness (1)

[Signature]

Witness (2)

State of Georgia)

County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Joyce Lynch Smith dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered

In The Presence Of:

Andrea Merrill

Witness (1)

[Signature]

Witness (2)

State of Georgia)

County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Benjamin Roy Smith, Jr. dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andreasmerrill

Witness (1)

[Signature]

Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Rachel Leigh Smith dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andreasmerrill

Witness (1)

[Signature]

Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Sarah Grace Smith dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andrea Merrill

Witness (1)

[Signature]

Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the

Benefit of Anne Smith Morris dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andrea Merrill
Witness (1)

[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Byron Millard Morris dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andrea Merrill
Witness (1)

[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Caleb Alexander Morris dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andrea Merrill
Witness (1)

[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Joseph Kelly Morris dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andreamerrill
Witness (1)
[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Joshua John Morris dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee
BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:
Andreamerrill
Witness (1)
[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Byron Millard Morris, Jr., dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andrew Merrill
Witness (1)

[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Rebecca Anne Kelly Morris dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andrea Merrill
Witness (1)

[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of John Smith, Jr., dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andrea Merrill
Witness (1)

[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Allison Smith dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andrea Merrill
Witness (1)

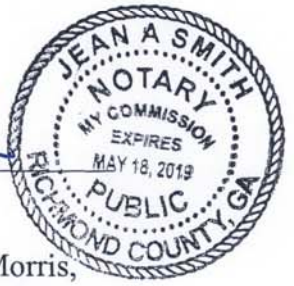
[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Benjamin Smith dated

December 29, 1994
BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee
BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:
Andreasmerrill
Witness (1)
[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 29th day of December, 2015.
Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Daniel Smith dated
December 29, 1994
BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee
BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:
Andreasmerrill
Witness (1)
[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Nathan Smith dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andrea Merrill
Witness (1)

[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Hannah Smith dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee
BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:
Andrea Merrill
Witness (1)
[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.
Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Emily Smith Daniel dated
December 29, 1994
BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee
BY: Byron Millard Morris
Byron Millard Morris, Trustee

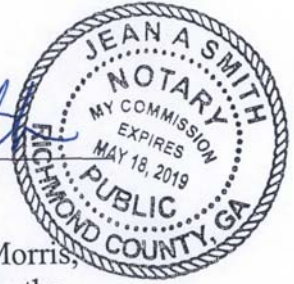
Signed, Sealed and Delivered
In The Presence Of:
Andrea Merrill
Witness (1)
[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



Benjamin Roy Smith and Byron Millard Morris,
As Co-Trustees of the Irrevocable Trust for the
Benefit of Richard Daniel dated
December 29, 1994

BY: Benjamin Roy Smith
Benjamin Roy Smith, Trustee

BY: Byron Millard Morris
Byron Millard Morris, Trustee

Signed, Sealed and Delivered
In The Presence Of:

Andrea Merrill
Witness (1)

[Signature]
Witness (2)

State of Georgia)
County of Richmond)

I, the undersigned Notary Public for the State of Georgia, certify that Benjamin Roy Smith and Byron Millard Morris, as Co-Trustees, personally appeared before me this day and acknowledge the execution of the foregoing Title to Real Estate.

Witness my hand and seal this 17th day of December, 2015.

Jean A. Smith
Notary Public, State of Georgia



STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

AFFIDAVIT

Date of Transfer of Title:
December 18, 2015

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. Property is being transferred BY: **Benjamin Roy Smith and Byron M. Morris, Trustees**
Check one of the following: The DEED is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money=s worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) X EXEMPT from the deed recording fee because (exemption # 2)
(Explanation, if required)
(If exempt, please skip items 4-6, and go to item 7 of this affidavit)
4. Check one of the following if either item 3(a) or 3(b) above has been checked.
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money=s worth in the amount of \$ _____
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES ___ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If AYES@, the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) \$ _____ the amount listed in item 4 above
 - (b) \$ _____ the amount listed in item 5 above (no amount place zero)
 - (c) \$ _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code ' 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor .
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more that one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this 18th
day of December , 2015.

[Signature]
Notary Public, State of Georgia
County of Richmond

[Signature]
Grantor, Grantee, or Legal Representative connected
with this transaction

James S. Murray, Attorney

Print or Type Name here

My commission expires

[NOTARY SEAL]



CERTIFICATE OF TITLE

December 4, 2015

TO: City of North Augusta
Attn: Scott Sterling, AICP, Director
Department of Planning and Development
100 Georgia Avenue, 2nd Floor
North Augusta, South Carolina 29841

This is to certify that an investigation has occurred of the records pertaining to real estate of Aiken County, South Carolina indexed down to November 30, 2015, with reference to the following described property, to-wit:

ALL those tracts or parcels of land and improvements containing 0.42 acres, more or less, platted and depicted as Tract "C" in that certain Record Plat of Merovan Property Owners Association, Inc. as prepared by William H. McKie, III P.L.S. dated August 18, 2015, and recorded in Plat Book 58 at Page 927, records of the RMC Office of Aiken County, South Carolina.

This being a portion of the same property conveyed to Grantor by deed from Bon-Augusta Associates, and recorded in said RMC Office in Record Book 4376, page 452-455 and rerecorded in Book 4377, page 2038-2042.

Tax Parcel No. Portion of Tax Parcel 010-10-07-001

According to said records as indexed, a valid fee simple title to said property as of the date and time set out above is vested in **Benjamin Roy Smith, as Trustee, and Byron Millard Morris, as Trustee** subject to the general exceptions set forth on Exhibit "A" and the following exceptions and encumbrances, to-wit:

1. Rights of tenants or persons in possession of said property.
2. Unrecorded claims for liens for labor and material furnished for improvements of said property.
3. Storm Water Management easement recorded in the RMC Office of Aiken County, South Carolina, in Record Book 4561, Page 1313.
4. Right of Way Easement in favor of the City of North Augusta, South Carolina recorded in said Clerk's Office in Record Book 4510, Page 1072.
5. Access Easement from Lud, LLC to Currytown Trusts recorded in said Clerk's Office in Record Book 4435, Page 2163.

6. Right of Way deed to South Carolina Department of Transportation recorded in said Clerk's Office in Record Book 4390, Page 742.

7. All valid zoning ordinances and building regulations of any governmental body.

8. Any unrecorded liens for state or federal estate or gift taxes.

9. Year 2015 real property taxes which are liens and are now due and payable (\$19.22 due 1/15/16) and any additional taxes which may become due as a result of a reassessment of the property.

10. Restrictive Covenants recorded in said Clerk's Office in Deed Book 1201, Page 232 and Deed Book 4503, Page 982.

Warlick, Stebbins, Murray & Chew, LLP

BY:


James S. (Jeb) Murray

Post Office Box 1495
Augusta, GA 30903-1495
706-722-7543

STANDARD TITLE EXCEPTIONS

EXHIBIT "A"

Attached to and incorporated herein by reference to
Title Certificate from Warlick, Stebbins, Murray & Chew, LLP
to
City of North Augusta

1. Rights of tenants or persons in possession, under unrecorded or recorded leases and claims of adverse possession.
2. Matters affecting the title which are not of record as of the date hereof, matters of record subsequent to the date of this certificate, matters which are not indexed in such a manner that a reasonably prudent search would have revealed them to the examiner and errors in recording or indexing by the RMC Office in the county in question.
3. Such state of facts as would be disclosed by a current, accurate survey and careful visual inspection of the property including but not limited to the exact location of boundary lines, unrecorded easements, possible encroachments and other facts or conditions which would be disclosed by an accurate survey and inspection of the property and such state of facts as would be disclosed from a competent civil engineer's accurate survey of said property. (It is always advisable that a survey be made in order to determine if there are encroachments, overhangs, or overlaps; that the improvements are within the boundaries of property; that the improvements do not violate applicable zoning laws and building restriction lines; and that the lines and corners of the property are clearly marked.)
4. No certification is provided as to the exact amount of acreage which may be contained within the property described herein.
5. Claims of interest in items of personalty used in connection with, or attached to the realty, where not indexed upon the deed records or Uniform Commercial Code records.
6. Unrecorded claims of liens for architects, labor or material furnished for the improvement of said property.
7. Title to that portion of the premises within the bounds of any public road, highways, easements and rights of way, particularly roads and easements which are created by adverse or prescriptive usage.
8. Street improvement liens, demolition liens and sewer construction liens which have not been properly placed of record.
9. If this property abuts property owned by the U.S. Government, loss or damage, if any, arising by reason of the exact location of the U.S. Government property lines or contour lines for any lake adjoining caption property and flowage easements to the U.S. Government.
10. All zoning laws, ordinances or regulations, municipal or county, and all Governmental regulations of the use and occupancy of premises described, including the regulations or condemnation of the land or any building or structure thereon.

11. Past due water bills, which, while not technically liens, will deter the governmental authorities from transferring water meters in service until the bills have been paid.
12. Pay-as-you-enter water or sewer lines, which, while not technically liens, will be payable upon connection with such lines.
13. Any consumer credit protection, truth-in-lending or similar laws and the Real Estate Settlement Procedures Act of 1974, as amended.
14. Bankruptcy proceedings in any Federal District Court.
15. All matters, rights, remedies, liens, costs, claims and/or damages arising out of or related, directly or indirectly, to the previous, present or future existence or effect of hazardous waste materials or the violation or breach of any law, order, rule or regulation dealing with or related to environmental concerns or matters.
16. No certification is provided as to whether the within described property may be located in "wet lands" which may subject the property and improvements constructed thereon to laws, rules and regulations affecting wet land areas.
17. The riparian and/or other rights of others in and to any stream running through the property, along any of the property lines or any lake or other standing water inside, adjoining, abutting or otherwise affecting said property, free from diminution or pollution thereof.
18. Any mineral or mining interests which are not revealed during the examination period.
19. Matters filed pursuant to the provisions of the Uniform Commercial Code (exception applies to residential property searches only).
20. No certification or undertaking of liability is provided as to loss, claim or damage sustained by reason of ownership or conveyance of any interest in the within described property by any incompetent person or persons as defined under the Laws of the State of South Carolina.
21. Any loss, claim or damage sustained as a result of forfeiture proceedings resulting from enforcement of Federal or State drug enforcement or racketeering laws, or claim for taxes by Federal or State governments not reflected within the public records of the county in which the property is located.
22. Loss, claim or damage sustained by irregularities in foreclosure proceedings, including but not limited to required notices, advertisements and like matters which fail to be revealed by a search of the public records. Also excluded are losses, claims or damages sustained by reason of Federal bankruptcy proceedings by an owner or predecessor in title to the property which proceedings are not reflected in the public records of the county in which the property is located.
23. Outstanding Homeowners Association dues or like charges not reflected within the public records of the county in which the property is located.
24. No certification is provided as to the fitness of the property for the intended uses or purposes by any purchaser.

25. No certification is provided as to the existence or absence of burial sites or archeological sites which may affect the subject property, particularly those matters which are not reflected on a survey of the subject property.
26. If the property lies within a subdivision or development in which the streets are not publicly dedicated, no liability is undertaken of certification made as to the respective parties' usage or maintenance of roadways or related amenities.
27. No certification or liability is undertaken as to the availability of "curb cuts" as may be issued by the appropriate local government or the South Carolina State Highway Department.
28. If the property is served by an easement, no certification or liability is undertaken as to the quality or possibility of any such easement or as to the maintenance of same.
29. Rights of any holder of an easement to enter, patrol and maintain such easement area.
30. Possible reassessments or rebillings of property taxes by the local taxing authority for the present or any past years taxes which were previously shown or record as paid in full.
31. Amounts shown for security deed obligations, liens, taxes, etc., are amounts as shown on the recorded instrument or as furnished by personnel of the aforesaid County and City, and do not include any additional costs, interest, penalties, late fees, or other amounts, nor do the amounts shown consider any payments which might have been made.
32. All matters as shown on recorded plat.
33. Exception is made for improperly maintained tax records, misapplication of tax payments or improperly drafted tax maps.

ATTACHMENT 11

ORDINANCE NO. 2016-02
AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE KNOWN AS
LOT 10, BLOCK 32, PLAT OF NORTH AUGUSTA LAND COMPANY BY
GEORGE SUMMERS, C. E. 1912 TO ACACIA MASONIC LODGE NO. 315

WHEREAS, the City of North Augusta has previously entered into a 99 year lease of the property known as 499 Brookside Avenue, North Augusta, South Carolina with the Acacia Masonic Lodge No. 315; and,

WHEREAS, there remains a period of 38 years on such lease; and,

WHEREAS, representatives of Acacia Masonic Lodge No. 315 have approached the City and requested that the City sell the premises to such organization to allow for the organization to make substantial improvements to the property which they would be unable to financially justify without ownership of the property; and,

WHEREAS, following the initial request by the Lodge, the City requested that an appraisal be made and that appraisal has resulted in a determination that the present day value of the land, with improvements thereon, giving consideration for the remaining lease hold interest, is \$30,000.00; and,

WHEREAS, the City previously, under similar circumstances, sold another piece of property in the same area that was also subject of an original 99 year lease to American Legion Post No. 71; and,

WHEREAS, the City Council has determined that it is in the best interest of the City and appropriate under the current circumstances to sell such property to Acacia Masonic Lodge No. 315 for the appraised value of said property.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof, that:

- Section I. The City authorizes the sale of Lot 10, Block 32, Plat of the City of North Augusta, and improvements located at 499 Brookside Avenue, North Augusta, South Carolina, to Acacia Masonic Lodge No. 315 for the purchase price of \$30,000.00 subject to the City having a right of first refusal in the event that the said Acacia Masonic Lodge No. 315 would ever make a determination to sell said property with improvements.
- Section II. The City Administrator is authorized to execute all necessary documents on behalf of the City of North Augusta to complete this sale.
- Section III. This Ordinance shall become effective immediately upon its adoption on third and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF
JANUARY, 2016.

First Reading: _____

Second Reading: _____

Third Reading: _____

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

