



CITY COUNCIL

REGULAR AGENDA

OF

AUGUST 15, 2016



CITY OF NORTH AUGUSTA

AGENDA: REGULAR CITY COUNCIL MEETING

August 15, 2016 – Municipal Center – 100 Georgia Avenue, 3rd Floor – 7:00 P.M.

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 August 1, 2016

UNFINISHED BUSINESS

- 5. **FINANCE:** Franchise Agreement to Crown Castle NG East, LLC – Remove from Table/Resolution

NEW BUSINESS

- 6. **PARKS, RECREATION, & TOURISM:** Acceptance of the Request from the North Augusta Leadership Class 2016 and the North Augusta Parks, Recreation, & Tourism Department for Permission to Use One Acre of Water Works Park for the Development of a Dog Park to be Named North Augusta Bark Park – Resolution
- 7. **STREETS AND DRAINS:** Bergen Place West, Phase III – Deed of Dedication for Subdivision Improvements – Resolution
- 8. **STREETS AND DRAINS:** Amendment of Chapter 22, Article II of the Code of Ordinances for the City of North Augusta for the Purpose of Restricting Through Truck Traffic on Walnut Lane
 - A. Ordinance, First Reading
 - B. Ordinance, Second Reading
- 9. **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
- 10. **ADJOURNMENT:**

Administration Department



TO: Mayor and City Council

FROM: B. Todd Glover, City Administrator

DATE: August 12, 2016

SUBJECT: Agenda for Regular City Council Meeting of August 15, 2016

REGULAR COUNCIL MEETING

ITEM 5. ADMINISTRATION: Franchise Agreement to Crown Castle NG East, LLC – Remove from Table/Resolution

A resolution was prepared for Council's consideration authorizing the City of North Augusta to grant a franchise agreement to Crown Castle NG East, LLC in connection with the provision of telecommunications service at the August 1, 2016, Council agenda, and was tabled for additional clarification and to be put back on the August 15, 2016 agenda. This additional clarification was approved by the City Attorney, and it is now appropriate to remove this item from the table, if Council so desires.

ITEM 6. PARKS, RECREATION, & TOURISM: Acceptance of the Request from the North Augusta Leadership Class 2016 and the North Augusta Parks, Recreation, & Tourism Department for Permission to Use One Acre of Water Works Park for the Development of a Dog Park to be Named North Augusta Bark Park – Resolution

A resolution has been prepared for Council's consideration accepting the request from the North Augusta Leadership Class of 2016 and the North Augusta Parks, Recreation, & Tourism Department for permission to use one acre of Water Works Park for the development of a dog park to be named North Augusta Bark Park.

Please see **ATTACHMENT NO. 6** for a copy of the proposed resolution.

August 15, 2016

ITEM 7. STREETS AND DRAINS: **Bergen Place West, Phase III – Deed of Dedication for Subdivision Improvements – Resolution**

A resolution has been prepared for Council's consideration accepting a deed of dedication for subdivision improvements for Bergen Place West, Phase III.

Please see **ATTACHMENT NO. 7** for a copy of the proposed resolution and additional info.

ITEM 8. STREETS AND DRAINS: **Amendment of Chapter 22, Article II of the Code of Ordinances for the City of North Augusta for the Purpose of Restricting Through Truck Traffic on Walnut Lane**

A. Ordinance, First Reading

An ordinance has been prepared for Council's consideration amending Chapter 22, Article II of the Code of Ordinances for the City of North Augusta for the purpose of restricting through truck traffic on Walnut Lane.

Please see **ATTACHMENT NO. 8-A** for a copy of the proposed ordinance.

B. Ordinance, Second Reading

Pending Council's action on Item 8-A above, the ordinance is submitted for Council's consideration on second reading.

Please see **ITEM NO. 8-A** above for the proposed ordinance text.

ATTACHMENT 6

RESOLUTION NO. 2016-24

RESOLUTION ACCEPTING THE REQUEST FROM THE NORTH AUGUSTA LEADERSHIP CLASS OF 2016 AND THE NORTH AUGUSTA PARKS, RECREATION, & TOURSIM DEPARTMENT FOR PERMISSION TO USE ONE ACRE OF WATER WORKS PARK FOR THE DEVELOPMENT OF A DOG PARK TO BE NAMED NORTH AUGUSTA BARK PARK

WHEREAS, the City of North Augusta has long recognized the need within the community for a place for its residents and their dogs to congregate, socialize and exercise: and

WHEREAS, City of North Augusta staff members and the North Augusta Leadership Class of 2016 have worked diligently to define the location, technical details, cost, and schedule for the development of a dog park in North Augusta; and

WHEREAS, the North Augusta Leadership Class of 2016 and the North Augusta Parks, Recreation, & Tourism Department request permission to develop a dog park on one acre of Water Works Park at 308 Riverside Blvd. to be named the North Augusta Bark Park: and

WHEREAS, the North Augusta Leadership Class of 2016 after making its presentation to the City Council of North Augusta at the Study session on April 4, is seeking donations, sponsorships, and grants through the new organization to be known as the Friends of the North Augusta Bark Park, to cover the estimated cost of \$41,045 as demonstrated below; and

Summary	# of units	Cost per Unit	Total	Donated items	Total Cost
Fence	1015	23	23,345		\$ 23,345.00
Bench	6	400	2400	800.00	\$ 1,600.00
Combo Water Fountains	2	3000	6000	3,000.00	\$ 3,000.00
Dog waste stations	4	200	800		\$ 800.00
Trash cans	2	375	750		\$ 750.00
Signs	5	350	1750		\$ 1,750.00
Concrete pads	1	3300	3300		\$ 3,300.00
Crushed granite			6500		\$ 6,500.00
Survey					
					\$ 41,045.00

WHEREAS, the estimated time of completion of the dog park is January 1, 2017 pending on funding ; and

WHEREAS, the Friends of the North Augusta Bark Park committee will run the park in conjunction with Parks, Recreation, & Tourism and Property Maintenance. Once the initial construction of the dog park is completed, Property Maintenance will maintain minor landscaping; and

WHEREAS, the dog park and the structures within the park will be insured by the City of North Augusta under the property/liability coverage; and

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 Dog Park facility will be located at Water Works Park and will be named and designated as North Augusta Bark Park and the partnership between the Friends of the North Augusta Bark Park and City of North Augusta be duly noted.

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

ATTACHMENT 7

RESOLUTION NO. 2016-25
ACCEPTING A DEED OF DEDICATION FOR THE STREETS,
SANITARY SEWER, STORMWATER COLLECTION
AND FIRE SUPPRESSION SYSTEMS, DEDICATED OPEN SPACE AND ASSOCIATED
EASEMENTS AND RIGHTS OF WAY, ALONG WITH A MAINTENANCE
GUARANTEE AND LETTER OF CREDIT,
FOR BERGEN PLACE WEST, PHASE III

WHEREAS, Beazley Development Company, Inc. developed Bergen Place West, Phase III, according to the requirements of the North Augusta Planning Commission and the City, and owns the streets, utilities and easements; and

WHEREAS, pursuant to §5.8.4.3 of the North Augusta Development Code, the Director of Planning and Development and the City Engineer approved the final subdivision plat for recording on July 22, 2016; and

WHEREAS, it is the policy of the City that, upon approval of a final subdivision plat, the City will, following inspection by the City's Engineering department, accept a deed of dedication for the streets, utilities, etc. for the purpose of ownership and maintenance when said deed is accompanied by a maintenance guarantee; and

WHEREAS, a maintenance guarantee and supporting letter of credit accompany the deed; and

WHEREAS, the City Engineer has made final inspection of the subject improvements and these improvements meet City standards.

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 those strips or parcels of land, and appurtenances to said premises belonging or in anywise appertaining therewith, situate, lying and being in Aiken County, South Carolina, in Bergen Place West Subdivision, Phase III, being 50' rights of way known as Bridle Path Road, Langfuhr Way, Claridge Street and Longstreet Crossing as more particularly shown and described on that certain plat of survey prepared by Southern Partners, Inc., for Beazley Development Co., Inc., dated May 31, 2016, and recorded in Plat Book 59, Page 416, in the Office of the RMC of Aiken County, South Carolina. Reference is hereby made to said Plat for a complete and accurate description of said property hereby conveyed.

ALSO, all and singular, those certain water distribution and sewage collection systems, including but not limited to all pipes, mains, manholes, valves, meters and other improvements and appurtenances in any way

connected therewith, excluding service lines from the lot lines to the improvements located thereon developed or extending within the lot lines of undeveloped lots situate, lying and being in Aiken County, South Carolina, in Bergen Place West Subdivision, Phase III, being more fully shown and designated on that “Storm Sewer As Built” and “Sanitary Sewer As Built” prepared by Southern Partners, Inc. for Beazley Development Co., Inc.

ALSO, all water and sanitary sewer easements and appurtenances to said premises belonging or in any way incident or appertaining as shown on the above referenced plats.

ALSO, all easements and appurtenances to said premises belonging or in any way incident or appertaining, as shown on the above referenced plats.

Also, that lot of land situate, and appurtenance to said land, lying and being in Aiken County, South Carolina, in Bergen Place West Subdivision, Phase III, being shown and designated as “-OPEN SPACE-TO BE DEEDED TO THE CITY OF NORTH AUGUSTA” 4.05 acres, more or less, on a plat of survey prepared by Southern Partners, Inc., for Beazley Development Co., Inc., dated May 31, 2016, and recorded in Plat Book 59, Page 416, in the Office of the RMC of Aiken County, South Carolina. Reference is hereby made to said Plat for a complete and accurate description of said property hereby conveyed.

This being the same property conveyed to Beazley Development Co., Inc. by deed of Metro Homesites, LLC, on May 23, 2005, and being recorded in the Office of the RMC in Aiken County, South Carolina, in Book 4012, Page 1662.

Tax Map & Parcel: Portion of 005-09-07-001

BE IT FURTHER RESOLVED that a Maintenance Guarantee and Irrevocable Letter of Credit in the amount of \$205,000 are hereby accepted.

RESOLUTION ACCEPTING DEED OF DEDICATION –
BERGEN PLACE WEST, PHASE III

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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


Department of Planning and Development



Memorandum # 16-26

City of North Augusta

To: B. Todd Glover, City Administrator

From: Scott Sterling, AICP, Director 

Subject: **Application FP 16-004 – Deed of Dedication for Subdivision Improvements – Bergen Place West, Phase III**

Date: August 9, 2016

The final subdivision plat for Bergen Place West, Phase III was approved on July 22, 2016. The developer, Beazley Development Co., Inc., has completed the following improvements and requests that the City accept them along with open space, associated easements and rights of way: streets and sanitary sewer, stormwater collection and fire suppression systems. Water service to the subdivision is provided by Edgefield County Water and Sewer Authority. The completed improvements to be dedicated to the City have been approved by the City Engineer. The attached dedication documents have been approved by the City Attorney.

Certain improvements, namely subdivision sidewalks and street trees, remained unfinished at the time of final plat approval. Construction of the sidewalks and installation of the street trees have been guaranteed with a performance guarantee and supporting letter of credit. These improvements are included in the deed of dedication and will be approved by the City Engineer upon completion. As a condition of approval, a separate twenty-four (24) month maintenance guarantee, supported by a letter of credit or a cash deposit, will be provided for these improvements concurrent with the release of the performance guarantee and its supporting letter of credit.

The City may accept the streets, sanitary sewer, stormwater collection and fire suppression systems, dedicated open space and associated easements and rights of way for this subdivision. A draft resolution for the acceptance of the dedication is attached and a digital copy has been forwarded to the City Clerk.

Originals of the following documents are attached:

1. Deed of Dedication for the streets, sanitary sewer, stormwater collection and fire suppression systems, open space and associated easements and rights of way;
2. Maintenance Guarantee dated July 21, 2016 and valid for a period of 24 months;

3. Irrevocable Letter of Credit in support of the Maintenance Guarantee dated July 21, 2016;
 4. Title Certificate dated July 12, 2016;
 5. Partial Mortgage Release dated July 18, 2016; and
 6. Final subdivision plat approved by the City Engineer and the Director of Planning and Development and recorded by the Aiken County RMC.
- Additionally, a reduced copy of the final plat is attached for agenda reproduction.

Please schedule the resolution accepting the Bergen Place West, Phase III Deed of Dedication for City Council consideration at the next available City Council meeting.

defend all and singular the said premises unto the said Grantee, its successors and assigns against the Grantors and its heirs successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the said Party of the First Part has caused this Deed of Dedication to be executed the day and year first above written as the date of these presents.

Signed, sealed and delivered
in the presence of:

Tom Rades
First Witness

Beazley Development Co., Inc.

By: *Bill B. Beazley*
Bill B. Beazley

As Its: President

Carllyn Uscate
Second Witness

WITNESS the execution hereof by Grantor this 21st day of July, 2016

BERGEN PLACE WEST, PHASE III

Joni Radley
WITNESS 1

By: *B B Beazley*
Name: BILL B. BEAZLEY
As its: Pres,

Calvin Urwitz
WITNESS 2

State of Georgia
County of Columbia

PERSONALLY APPEARED BEFORE ME this undersigned Witness 1 and made oath that (s)he saw the within named Bill B. Beazley sign, seal and as its Act and Deed, deliver the within written Deed; and that (s)he with the other witness subscribed above witnessed the execution thereof.

Joni Radley
WITNESS 1

SWORN TO BEFORE ME THIS
21st Day of July, 2016

Joy S. Chambers
Notary Public
Columbia County, GA

My commission expires: 1-17-17



STATE OF GEORGIA)
)
COUNTY OF COLUMBIA)

I, Joy T. Chambers, a Georgia notary public, do hereby certify that Bill B. Beazley personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the 21st day of July, 2016.



Joy T. Chambers
Signature of Notary Public

AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

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.

The property being transferred is a bearing Aiken County, South Carolina Tax Map # portion of 005-09-07-001 is being transferred by Beazley Development Co., Inc. to City of North Augusta on _____.

2. 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 transferred to a trust or a distribution to a trust beneficiary.

(c) X exempt from the deed recording fee because: (Site the correct exemption # 2)
(If exempt, skip items 3-5 and proceed to Item 6)

3. Check one of the following which applies to this conveyance.

(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 \$ _____.

(c) _____ The fee is computed on the value established for tax purposes as \$ _____.

4. Check Yes _____ or No X. A lien or encumbrance is being assumed as part of the conveyance. If "Yes", the outstanding balance of the encumbrance is \$ _____.

If a recorded mortgage is assumed (Recorded at Book _____ Page _____).

5. The deed recording fee is computed as follows:

(a) The amount listed in Item 3 above: _____.

(b) The amount listed in Item 4 above: _____.

(c) Subtract line 5 (b) from 5 (a) _____.

6. As required by Code Section 12-24-70, I state that I am a responsible party connected with this conveyance as: _____.

7. I understand that furnishing a false or fraudulent affidavit is a misdemeanor and upon conviction is punishable by a fine not more than one thousand dollars or imprisonment not more than one year, or both.

SWORN to before me this 21st day of July 2016

Joy T. Chambers
Notary Public

My commission expires: 1-17-17

B. Beazley
Responsible person connected with transaction



Exhibit "A"

All those strips or parcels of land, and appurtenances to said premises belonging or in anywise appertaining therewith, situate, lying and being in Aiken County, South Carolina, in Bergen Place West Subdivision, Phase III, being 50' Rights of Way known as Bridle Path Road, Langfuhr Way, Claridge Street, and Longstreet Crossing as more particularly shown and described on that certain plat of survey prepared by Southern Partners, Inc., for Beazley Development Co., Inc., dated May 31, 2016, and recorded in Plat Book 59, Page 416, in the Office of the RMC of Aiken County, South Carolina. Reference is hereby made to said Plat for a complete and accurate description of said property hereby conveyed.

ALSO, All and singular, those certain water distribution and sewage collection systems, including but not limited to all pipes, mains, manholes, valves, meters and other improvements and appurtenances in any way connected therewith, excluding service lines from the lot lines to the improvements located thereon developed or extending within the lot lines of undeveloped lots situate, lying and being in Aiken County, South Carolina, in Bergen Place West Subdivision, Phase III, being more fully shown and designated on that "Storm Sewer As Built" and "Sanitary Sewer As Built" prepared by Southern Partners, Inc. for Beazley Development Co., Inc.

ALSO, all water and sanitary sewer easements and appurtenances to said premises belonging or in any way incident or appertaining as shown on the above referenced plats.

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ALSO, that lot of land situate, and appurtenance to said land, lying and being in Aiken County, South Carolina, in Bergen Place West Subdivision, Phase III, being shown and designated as "– OPEN SPACE- TO BE DEEDED TO THE CITY OF NORTH AUGUSTA" 4.05 acres, more or less, on a plat of survey prepared by Southern Partners, Inc., for Beazley Development Co., Inc., dated May 31, 2016, and recorded in Plat Book 59, Page 416, in the Office of the RMC of Aiken County, South Carolina. Reference is hereby made to said Plat for a complete and accurate description of said property hereby conveyed.

This being the same property conveyed to Beazley Development Co., Inc. by deed of Metro Homesites, LLC, on May 23, 2005, and being recorded in the Office of the RMC in Aiken County, South Carolina, in Book 4012, Page 1662.

Tax Map and Parcel No.: Portion of 005-09-07-001

STATE OF SOUTH CAROLINA)
) **MAINTENANCE GUARANTEE**
COUNTY OF AIKEN)

NAME OF SUBDIVISION: Bergen Place West, Phase III

DEVELOPER/OWNER: Beazley Development Co., Inc.

DATE OF FINAL SUBDIVISION PLAT APPROVAL: July 22, 2016

MAINTENANCE GUARANTEE AMOUNT: \$205,000.00

WHEREAS, Beazley Development Co., Inc. has submitted a final plat for Bergen Place West, Phase III, prepared by Southern Partners, Inc., dated May 31, 2016, for 54 fee simple single-family lots situated in the City of North Augusta, County and State aforesaid; and

WHEREAS, the North Augusta Planning Commission, meeting on August 21, 2014, did grant major subdivision plan (preliminary plat) approval for Bergen Place West, Phase III, and the Director of Planning and Development and the City Engineer signed the major subdivision plan on August 25, 2014 and later signed a major subdivision plan modification on October 22, 2015; and

WHEREAS, the City Engineer has inspected the infrastructure improvements for Phase III and has duly certified that said improvements are, to the best of his knowledge based upon such inspection, built to the City of North Augusta design standards; and

WHEREAS, pursuant to §5.8.4 of the North Augusta Development Code, the Director of Planning and Development and the City Engineer approved the final subdivision plat for recording on July 22, 2016; and

WHEREAS, the Director of Planning and Development and the City Engineer recommend that the City accept from the developer a Maintenance Guarantee to insure that proper workmanship and materials were in fact used in regard to infrastructure improvements and to insure that, in the event of failure in regard to said improvements for any reason except force majeure, the City would have adequate funds necessary to return such improvements to an acceptable condition.

NOW, THEREFORE, as security for the maintenance by the developer of the infrastructure improvements as shown on the final subdivision plat for Bergen Place West, Phase III, as well as for any other improvements provided and

proposed to be granted to the City by deed of dedication in accordance with §5.8.5 of the North Augusta Development Code, the developer does hereby guarantee the maintenance of the infrastructure improvements under and pursuant to the following terms.

INFRASTRUCTURE IMPROVEMENTS SUBJECT TO THIS GUARANTEE

This Maintenance Guarantee shall extend to all infrastructure improvements proposed to be deeded to, dedicated to, transferred or otherwise assigned to the City of North Augusta by the developer. Such improvements shall include, where applicable, the following but not be limited to such specified improvements:

- A. Streets and associated improvements;
- B. Fire suppression elements of the water distribution system;
- C. Sanitary sewerage collection system;
- D. Stormwater collection system;
- E. Required landscaping on public lands, common areas and open space;
- F. Greenways or other pedestrian connections outside the road right of way; and
- G. Easements and rights of way for streets, sidewalks and potable water, sanitary sewage and stormwater collection systems.

REPRESENTATIONS BY THE DEVELOPER

The Developer represents to the City of North Augusta that:

- A. For a period of twenty-four (24) months from the approval of the final plat, the improvements will not fail, for any reason, with the exception of force majeure;
- B. The Developer has submitted the Deed of Dedication and a monetary guarantee, in the form of an Irrevocable Letter of Credit in the amount of \$205,000.00, in support of this Maintenance Guarantee in accordance with §§5.8.4 and 5.8.5 of the North Augusta Development Code within the specified time period;
- C. The City Engineer for the City of North Augusta shall have full and absolute discretion and authority in determining whether or not a failure has occurred in regard to the infrastructure subject to this Maintenance Guarantee.

REMEDIES IN THE EVENT OF DEFAULT

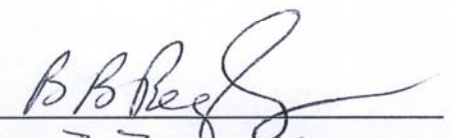
In the event that the City Engineer for the City of North Augusta, in his sole discretion, determines that a failure has occurred, he shall provide written notice of such failure to the developer with a request for the immediate correction of said failure. In the event of failure by the developer to make such repairs as necessary within sixty (60) days of such written notice or within ten (10) days, in the event of such notice being received during the last sixty (60) days covered by this Maintenance Guarantee and letter of credit, the following conditions shall prevail:

- A. This Maintenance Guarantee shall be considered violated and in default with the City having full right and authority to make claims on the guarantee amount provided for herein.
- B. The City may make claim against the full amount of the monetary guarantee, until such time as the City is able to make the necessary repairs to the infrastructure.
- C. Following the completion of the repairs to the infrastructure to the satisfaction of the City Engineer, any funds remaining from the monetary guarantee shall be refunded to the developer.
- D. The City is entitled to compensation, at a reasonable rate, for any in-house services provided by the City for the purpose of correcting failures or deficiencies to the infrastructure.
- E. The City shall have full and absolute authority in regard to a determination as to party or parties contracted with for the purpose of making repairs as required.

(Signature pages follow)

IN WITNESS WHEREOF, Beazley Development Co., Inc. has caused these presents to be executed in its name by its duly authorized President this 21st day of July, 2016.


WITNESS

BY: 
BILL B BEAZLEY (please print)


WITNESS

ITS: Pres.

ACCEPTED THIS _____ DAY OF _____, 20____.

City of North Augusta

WITNESS

BY:

B. Todd Glover
ITS: City Administrator

WITNESS



5455 Sunset Blvd.
Lexington, SC 29072
(803) 951.2265
Fax (803) 358.6900

PO Box 64
Lexington, SC 29071
www.firstcommunitysc.com

IRREVOCABLE LETTER OF CREDIT
U.S. \$205,000.00

Beneficiary

City of North Augusta
100 Georgia Avenue
North Augusta, South Carolina 29841

Date: 07/21/16

Letter of Credit # 101-109

Expiration Date: July 21, 2018

To Whom It May Concern:

We hereby establish our 24-Month Irrevocable Letter of Credit ("Letter of Credit") in favor of The City of North Augusta available by your drafts drawn on First Community Bank at sight for any sums not exceeding in the aggregate Two Hundred Five Thousand and No/100 US Dollars (\$205,000.00) for Beazley Development Co., Inc. (hereinafter "Applicant").

Your draft(s) must be accompanied by the following documents:


1. A written certificate executed by the appropriate and authorized City of North Augusta staff stating that Applicant failed to make the required improvements, and that the amount of said draft represents the actual amount of funds due to you as a result of Applicant's failure to perform as contracted; and
2. Each draft must bear on its face the clause, "Drawn under Letter of Credit No. 101-109 dated July 21, 2016.

This Letter of Credit supports the infrastructure improvements under a Maintenance Guarantee for Bergen Place West, Phase III.

This Letter of Credit is valid until July 21, 2018, at 5:00 p.m. Drafts drawn hereunder, if accompanied by documents as specified above, will be honored if presented to First Community Bank.

This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (UCP), or any later version or amendment. This Letter of Credit is also governed by the laws of the State of South Carolina, except as those laws conflict with UCP.

First Community Bank

By: 
David K. Proctor
Executive Vice President

WRIGHT McLEOD

Attorneys at Law

4420 Evans to Locks Road
Evans, Georgia 30809

PRELIMINARY CERTIFICATION OF TITLE

All those strips or parcels of land, and appurtenances to said premises belonging or in anywise appertaining therewith, situate, lying and being in Aiken County, South Carolina, in Bergen Place West Subdivision, Phase III, being 50' Rights of Way known as Bridle Path Road, Langfuhr Way, Claridge Street, and Longstreet Crossing as more particularly shown and described on that certain plat of survey prepared by Southern Partners, Inc., for Beazley Development Co., Inc., dated May 31, 2016, and recorded in Plat Book 59, Page 416, in the Office of the RMC of Aiken County, South Carolina. Reference is hereby made to said Plat for a complete and accurate description of said property hereby conveyed.

ALSO, that lot of land situate, and appurtenance to said land, lying and being in Aiken County, South Carolina, in Bergen Place West Subdivision, Phase III, being 4.23 acres, more or less, described as open space, as more particularly shown and described on that certain plat of survey prepared by Southern Partners, Inc., for Beazley Development Co., Inc., dated May 31, 2016, and recorded in Plat Book 69, Page 416, in the Office of the RMC of Aiken County, South Carolina. Reference is hereby made to said Plat for a complete and accurate description of said property hereby conveyed.

This being the same property conveyed to Beazley Development Co., Inc. by deed of Metro Homesites, LLC, on May 23, 2005, and being recorded in the Office of the RMC in Aiken County, South Carolina, in Book 4012, Page 1662.

TMS: Being a portion of 005-09-07-001

I have examined the public records affecting title to the property described above. **BASED UPON SUCH EXAMINATION** and subject to the liens, encumbrances and other exceptions marketable, fee simple title is vested in,

Beazley Development Co., Inc.

The below liens, restrictions, easements, encumbrances, and other exceptions apply:

1. Errors shown by a plat of survey. The exact location on boundary lines, unrecorded easements, and other facts or conditions which would be disclosed by an accurate survey and inspection of the property, or possible liens of laborers or materialmen for improvement of the property, not filed for record prior to date;
2. The rights, if any, of persons who may be in possession under claims not appearing of record, or other matters not of record, including any prescriptive rights or claims to removable fixtures, forgery, insanity, or minority of a maker;
3. Violation of any zoning ordinances or restrictive covenants;
4. All city, state, county, and school taxes for 2016 are not yet due and payable.
5. Mortgage in favor of First Community Bank, dated July 20, 2015, and recorded in Official Record Book 4565 on page 1634, of the public records of Aiken County, South Carolina, given to secure the original principal sum of \$1,541,250.00.

Record and return to:
Wright McLeod, Attys at Law
4420 Evans to Locks Road
Evans, GA 30809

**PARTIAL RELEASE OF MORTGAGE
(by Corporation)**

Know All Men By These Presents:

WHEREAS, Beazley Development Co., Inc., by Indenture of Mortgage bearing the date of July 20, 2015 and recorded in the Office of the RMC in and for the County of Aiken, State of South Carolina, in Official Records Book 4565, Page 1634, mortgaged unto First Community Bank, and assigns, mortgagee, the premises therein particularly described, to secure payment of the sum of One Million Five hundred Forty One Thousand Two Hundred and Fifty dollars and no cents (\$1,541,250.00), with interest as therein mentioned;

AND WHEREAS, the said Mortgagor has requested the said Mortgagee to release the premises hereinafter described, being part of said mortgaged premises, from the lien and operation of said Mortgage;

NOW THEREFORE; KNOW YE, That the said Mortgagee as well in consideration of the premises as of the sum of One dollars and no cents (\$1.00), to it paid by the said Mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, does remise, release, quitclaim, exonerate and discharge from the lien and operation of said mortgage unto the said Mortgagor, his heirs and assigns, all that piece, parcel or tract of land, being a part of the premises conveyed by said mortgage, to wit:

All those strips or parcels of land, and appurtenances to said premises belonging or in anywise appertaining therewith, situate, lying and being in Aiken County, South Carolina, in Bergen Place West Subdivision, Phase III, being 50' Rights of Way known as Bridle Path Road, Langfuhr Way, Claridge Street, and Longstreet Crossing as more particularly shown and described on that certain plat of survey prepared by Southern Partners, Inc., for Beazley Development Co., Inc., dated May 31, 2016, and recorded in Plat Book 59, Page 416, in the Office of the RMC of Aiken County, South Carolina. Reference is hereby made to said Plat for a complete and accurate description of said property hereby conveyed.

ALSO, that lot of land situate, and appurtenance to said land, lying and being in Aiken County, South Carolina, in Bergen Place West Subdivision, Phase III, being 4.23 acres, more or less, described as open space, as more particularly shown and described on that certain plat of survey prepared by Southern Partners, Inc., for Beazley Development Co., Inc., dated May 31, 2016, and recorded in Plat Book 59, Page 416, in the Office of the RMC of Aiken County, South Carolina. Reference is hereby made to said Plat for a complete and accurate description of said property hereby conveyed.

This being the same property conveyed to Beazley Development Co., Inc. by deed of Metro Homesites, LLC, on May 23, 2005, and being recorded in the Office of the RMC in Aiken County, South Carolina, in Book 4012, Page 1662.

TMS: Being a portion of 005-09-07-001

("Mortgagor" and Mortgagee" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires)

TO HAVE AND TO HOLD the same, with the appurtenances, unto the said Mortgagor, his heirs and assigns forever, freed, exonerated and discharged of and from the lien of said mortgage, and every part thereof; Provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or incumbrance of the aforesaid Mortgage on the remaining part of said mortgaged premises not hereby released therefrom, or any of the rights and remedies of the holder thereof.

IN WITNESS WHEREOF, the said Mortgagee has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 18 day of July, 2016.

Signed, sealed and delivered in the presence of:

Mary Dabney
Witness Print Name Mary Dabney
Loren Schumacher
Witness Print Name Loren Schumacher

First Community Bank
By: [Signature]
Print Name: Phil Bingham
Its: Vice President, Commercial Lender
Attest: [Signature]
Print Name: DAVID J. FOGG
Its: Vice Pres.

STATE OF GEORGIA)

ATTACHMENT 8-A

ORDINANCE NO. 2016-15
AMENDING CHAPTER 22, ARTICLE II OF THE CODE OF ORDINANCES FOR THE
CITY OF NORTH AUGUSTA. SUCH ORDINANCE IS FOR THE PURPOSE OF
RESTRICTING THROUGH TRUCK TRAFFIC ON WALNUT LANE

WHEREAS, Mayor and Council have been made aware of substantial deterioration to Walnut Lane, a collector road serving several residential subdivisions; and,

WHEREAS, it has been determined that a major contributor to the deterioration of the road is the thoroughfare use of such roadway by trucks and/or tractor trailer units, unrelated to any of the residential subdivisions or businesses located on such roadway; and,

WHEREAS, the City Council has determined that there are other routes available for such truck traffic and that the restriction of such truck traffic on Walnut Lane would not create an unreasonable inconvenience; and,

WHEREAS, Mayor and City Council have determined that it is in the best interest of its citizens that such truck traffic be restricted.

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 the Code of Ordinance for the City of North Augusta is amended by adding the following:

Chapter 22, Article 2, Section 22-29. Restriction on operating trucks upon Walnut Lane.

- a) It shall be unlawful, except as hereinafter provided, to operate any truck, tractor trailer unit, or similar vehicle upon Walnut Lane.
 1. For the purposes of this section, a truck shall be defined as any vehicle consisting of in excess of three (3) axles, or any vehicle with a gross weight in excess of 25,000 pounds. Such weight would include any tractor, trailer or combination thereof to include the weight of any load being transported.
- b) Exceptions: This section shall not prohibit:
 1. The operation of any trucks upon Walnut Lane, where necessary for the conduction of business at a destination point that is either located on Walnut Lane or access to the destination point requires the use of Walnut Lane.
 2. The operation of trucks owned or operated by the City, public utilities, any contractor or material man while engaged in the repair, maintenance, or construction of streets, street improvements, or street utilities requiring the use of Walnut Lane for access.
 3. The operation of emergency vehicles on such roadway.

4. The operation of trucks upon such roadway, in the event that said roadway is specifically designated by signs showing the use of said roadway for detour purposes.

c) Enforcement:

1. Appropriate signs shall be erected at the entrance to Walnut Lane from five-notch road, as well as from Highway 25.
2. For the first fourteen (14) days following the placement of such signage, only warning tickets shall be issued related to the enforcement of this ordinance.

d) All Ordinances or parts of Ordinances in conflict herewith or, to the extent of such conflict, hereby repealed.

e) 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 AUGUST, 2016.

First Reading: _____

Second Reading: _____

Third Reading: _____

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

