

ORDINANCE NO. 2023-10
ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A LEASE
AGREEMENT WITH SABAL DESIGNS LIMITED COMPANY AND IRA fbo
WILLIAM LANCE JONES IRA, LLC, RELATED TO PROPERTY
CONSISTING OF APPROXIMATELY 0.62 ACRES AND KNOWN AS TAX
MAP AND PARCEL NO. 007-13-01-006

WHEREAS, the City was approached by representatives of Riverside, H.F., LLC in connection with a Commercial Development/Event Facility that they propose to build within the Hammonds Ferry Development; and,

WHEREAS, in order to provide adequate parking for the facility, the developers proposed to construct and maintain a parking lot on property belonging to the City with the understanding that the City and general public would be able to utilize such parking when not required for the developer's facility; and,

WHEREAS, substantial negotiation and discussion related to the request has taken place with Mayor and City Council ultimately determining that such arrangement would be in the best interest of the City and that such parking facility is the appropriate development of the property in question.

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 City authorizes the Parking Agreement/Lease of Real Estate as identified on "Exhibit A" attached hereto and incorporated by reference.
- II. That the City Administrator is authorized to execute the Agreement on behalf of the City.
- III. This Ordinance shall become effective immediately upon its adoption on second and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 15th DAY OF MAY, 2023.

First Reading

5/1/23

Second Reading

5/15/23


Briton S. Williams, Mayor

ATTEST:

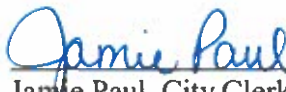

Jamie Paul, City Clerk

EXHIBIT A

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

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AGREEMENT RELATED TO PARKING

This Agreement is entered into this 15th day of May, 2023, by and between the City of North Augusta, hereinafter referred to as "CITY" and Sabal Designs Limited Company and IRA Innovations, LLC fbo William Lance Jones IRA, LLC, hereinafter referred to as "DEVELOPER".

WHEREAS, the City owns certain real estate located in an area generally referred to as Hammonds Ferry; AND,

WHEREAS, the property belonging to the City that is subject of this Agreement, consists of approximately 0.60 acres and is known as Parcel 2A, 2B and 2C, pursuant to the Plat recorded in the Aiken County RMC Office in Plat Book 54 at Page 461. Tax Map and Parcel Numbers for Aiken County, South Carolina, as Parcel: 007-13-01-006; AND,

WHEREAS, Developer owns, property adjacent to that of the City, as described above. Such property consisting of a Lot consisting of 62,563 square + or - known as Tax Map and Parcel Number 007-13-19-004; AND,

WHEREAS, the property belonging to the City has various restrictions as to the usage and development, etc. of same, such restrictions allowing for park type development with minimal disturbance to the surface of the property and would also allow for the development of a parking lot, again with minimal surface disturbance; AND,

WHEREAS, Developer is considering a commercial development adjacent to the identified properties and would have need for parking space in addition to that which would be able to be placed on the property belonging to Developer ; AND,

EXHIBIT A

WHEREAS, the City has a public park area known as Boech Park located in close proximity to the property and the City would benefit by being able to provide additional parking for Boech Park as well as other City functions in the surrounding area; **AND**,

WHEREAS, the parties have discussed the leasing of property by the City to Developer to allow for such property, along with property of Developer, to be developed into a parking lot; **AND**,

WHEREAS, specifically, the parties agree as follows:

1. The City will grant to Developer a lease for the identified City property for the parking usage as specifically provided hereafter. Such lease being subject to termination in the event that Developer fails to obtain a building permit and commence construction within three (3) years from the date of this Agreement. Developer would also be required to complete the construction of the required parking lot within four (4) years from the date of this Agreement.
2. Should Developer fail to obtain a building permit and commence construction within the three (3) year period or fail to complete the construction within four (4) years, this Agreement shall be null and void.
3. In the event that Developer complies with the requirements related to the construction of the parking lot, the City agrees to lease such property for a period of 30 years for the sum of \$1.00 per year. In the event that the Lease is formally commenced and the heretofore stated conditions met, the City at the conclusion of the thirty (30) year lease period would agree to renew for additional periods of one (1) year at a time upon the payment of rent of \$1.00 per year, provided that the facility to be built by Developer remains a publicly rented event space and Developer complies with all requirements as set forth hereafter related to maintenance of the parking area to include the maintaining of the lots surface, stripping, etc. as well as all other requirements of the Agreement.;
4. Developer will develop the property of the City as well as its identified property for parking;
5. The development of the property would comply with all City, State and Federal requirements to include specific requirements related to portions of the property involving Indian archeology;
6. The property would be developed in accordance with all requirements of the Hammonds Ferry Subdivision and any other restrictive covenants or recorded development requirements covering said property;
7. The development of the parking lot would be at the sole cost of Developer and would require the normal maintenance guarantees as would be required by the City for any such development;

EXHIBIT A



8. Developer will be developing a facility for public commercial use and during the times that said facility is being used for events, Developer will have sole and exclusive use of the parking lot;
9. During the time of exclusive use of the parking lot by Developer, Developer will be responsible for staffing and any control or regulation of the lot needed;
10. At all times that the lot is not required for a specific function at Developer 's facility, the entire parking lot would be available for use by the general public;
11. In the event that the City is conducting an event at Boech Park, for which the City would desire to restrict access to the lot only to persons involved with said event, the City would be responsible for staffing the parking lot and regulating the use thereof;
12. The City would have the right to specifically designate five (5) days during each calendar year that the City would have the guaranteed right to the exclusive use of the lot. Such dates could not be during what is generally referred to as "Masters Week". Such time period would be identified as commencing the Thursday, one week before the first date of the Masters Golf Tournament and ending on Tuesday following the completion of the Tournament. The parties recognize that event space may be reserved and rented up to a year in advance. The parties agree that the City can reserve any or all of its five (5) days of exclusive use (subject to the Masters Week exception) with a one (1) year notice. Requests by the City to reserve a date with less than a year's notice will be honored by Developer if the facility has not been previously rented for the dates requested;
13. During times when smaller events are taking place at Developer 's facility, which would require a portion of the parking lot, but not all, the excess parking would be available to the general public;
14. General maintenance, referring to the maintaining of the parking lot surface, landscaping, striping, etc. shall be the responsibility of Developer;
15. General cleaning, removal of debris, etc. from the lot would be the responsibility of Developer, when the lot has been used for an event at Developer 's facility;
16. The City would be responsible for general cleaning, removal of debris, etc. from the parking lot when it has been used for a specific City event at Boech Park, or otherwise exclusively used by the City;
17. The parties agree that in the event that Developer sells its property subject to this Agreement, the City will honor its terms with any subsequent purchaser provided the terms of this Agreement have been disclosed to and accepted by such purchaser in writing and further upon condition that the property is continued to be used as a publicly rented event space.

EXHIBIT A


Developer and the City agree to the following rules related to the utilization of the parking lot:



1. No overnight parking shall be allowed, except when approved by Developer for parties using the facility overnight.
2. Developer and the City would have the right to close the parking lot and restrict access thereto to the general public commencing four (4) hours before an event begins for which the parking lot is being used.


This Agreement is subject to approval by the Mayor and City Council with an appropriate lease form agreement.


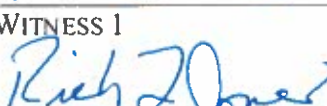

WITNESS 1

WITNESS 2

SABAL DESIGNS LIMITED COMPANY


BY: NICHOLAS A. NEWSOME
AS ITS: President


WITNESS 1

Witness 2


IRA Innovations, LLC fbo William Lance Jones IRA
BY: WILLIAM LANCE JONES
ITS: owner


WITNESS 1

WITNESS 2

City of North Augusta


BY: JAMES S. CLIFFORD
CITY ADMINISTRATOR