



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

Agenda Item No.

3a

TO: Honorable Mayor and Members of City Council
FROM: Nancy P. Whitworth, Interim City Manager

Ordinance/First Reading
 Ordinance/Second & Final Reading
 Resolution/First & Final Reading
 Information Only

AGENDA DATE REQUESTED: February 4, 2019

ORDINANCE/RESOLUTION CAPTION:

TO AMEND AN EXISTING PLANNED DEVELOPMENT AGREEMENT AND APPROVE AN ASSIGNMENT THEREOF (TAX MAP NUMBERS 0122000300100; 0122000301100; 0122000301600; 0122000301400; 0122000601100)

SUMMARY BACKGROUND:

Woodside Property Owner, LLC (the "Owner") has acquired certain properties known as Woodside Mill, Tax Map Numbers 0122000300100; 0122000301100; 0122000301600; 0122000301400; and 0122000601100, located in the City of Greenville at 1 East Main Street, Greenville, South Carolina (the "Property"). Pursuant to Ordinance 2017-110, approved and ratified on December 11, 2017, the City of Greenville has previously annexed the Property and approved a Planned Development Agreement, and the Owner and the City of Greenville did enter into that certain Planned Development Agreement dated January 10, 2018 and recorded in Book 2530, Page 1084 of the Greenville County Register of Deeds (the "PD Agreement"). The Owner desires to amend the PD Agreement and assign its rights to CG Woodside Partners, LLC (the "Assignee"), and the City consents to an Amendment and Assignment Agreement in substantially the same form as that attached to this Ordinance.

IMPACT IF DENIED:

If denied, the the Planned Development Agreement will not be amended and the City will not approve its assignment. I

FINANCIAL IMPACT

N/A

REQUIRED SIGNATURES

Department Director _____

OMB Director _____

City Attorney Michael S. Pitts

City Manager Nancy Whitworth

DocuSigned by:

Michael S. Pitts

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DocuSigned by:

Nancy Whitworth

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A N O R D I N A N C E

TO AMEND AN EXISTING PLANNED DEVELOPMENT AGREEMENT AND APPROVE AN ASSIGNMENT THEREOF (TAX MAP NUMBERS 0122000300100; 0122000301100; 0122000301600; 0122000301400; 0122000601100)

WHEREAS, Woodside Property Owner, LLC (the "Owner") has acquired certain properties known as Woodside Mill, Tax Map Numbers 0122000300100; 0122000301100; 0122000301600; 0122000301400; and 0122000601100, located in the city of Greenville at 1 East Main Street, Greenville, South Carolina (the "Property"); and

WHEREAS, pursuant to Ordinance 2017-110, approved and ratified on December 11, 2017, the City of Greenville has previously annexed the Property and approved a Planned Development Agreement, and the Owner and the City of Greenville did enter into that certain Planned Development Agreement dated January 10, 2018 and recorded in Book 2530, Page 1084 of the Greenville County Register of Deeds (the "PD Agreement"); and

WHEREAS, the Owner desires to amend the PD Agreement and assign its rights to CG Woodside Partners, LLC (the "Assignee") pursuant to an agreement in substantially the same form as the Assignment and Amendment to Planned Development Agreement attached hereto and incorporated herein as Attachment A (the "Assignment"), said amendment and assignment requiring the approval of the City of Greenville;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA that:

Section 1. The City Manager is hereby authorized to execute the Assignment. Further, the City Manager, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the attached documents as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution.

Section 2. The PD Agreement is hereby amended to delete Paragraph 1(c) in its entirety.

Section 3. The City of Greenville hereby ratifies and reaffirms each and every provision, term, covenant, agreement and condition of the PD Agreement, as amended by this Ordinance, and acknowledges that the PD Agreement is in full force and effect. All other terms and conditions of the PD Agreement shall remain unaffected.

Section 4. This Ordinance shall take effect upon second and final reading of this Ordinance.

DONE, RATIFIED AND PASSED THIS THE ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED:

CITY MANAGER

ATTACHMENT A

STATE OF SOUTH CAROLINA)	ASSIGNMENT OF PLANNED
)	DEVELOPMENT AGREEMENT
)	(WOODSIDE AVENUE &
COUNTY OF GREENVILLE)	EAST MAIN STREET)

THIS ASSIGNMENT OF PLANNED DEVELOPMENT AGREEMENT (this "Assignment and Amendment") is executed as of January ____, 2019 by and among WOODSIDE PROPERTY OWNER, LLC, a South Carolina limited liability company (the "Assignor"), having an address at 1201 Hampton Street, Suite 2-B, Columbia, SC 29201 and CG WOODSIDE PARTNERS LLC, a Georgia limited liability company (the "Assignee"), having an address at 7320 McGinnis Ferry Road, Suwanee, Georgia 30024 and the CITY OF GREENVILLE, a political subdivision and municipal corporation organized and existing under the laws of South Carolina (the "City").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Agreement of Purchase and Sale with regard to certain real property known as Woodside Mill located in the City of Greenville, South Carolina and more particularly described on Exhibit "A" attached hereto (the "Mill Property"); and

WHEREAS, in support of Assignee's intention to rehabilitate and develop the Mill Property, Assignor desires to assign to Assignee and Assignee desires to accept and assume from Assignor all of Assignor's rights and obligations as the "Developer" pursuant to that certain Planned Development Agreement dated January 10, 2018 executed by Assignor and the City of Greenville, South Carolina (the "City") and recorded at Deed Book 2530, Pages 1084 through 1126 of the Greenville County, South Carolina Register of Deeds (the "Planned Development Agreement"); and

WHEREAS, an assignment of the Planned Development Agreement by Assignor requires the written consent of the City and the City desires to provide that consent.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, there parties hereto agree as follows:

1. Assignment. Subject to the provisions of Paragraph 4 below, Assignor hereby assigns to Assignee all of Assignor's rights and obligations as the "Developer" pursuant to the Planned Development Agreement.
2. Assumption. Subject to the provisions of Paragraph 4 below, Assignee hereby accepts such assignment from Assignor and hereby agrees to assume all of Assignor's rights and obligations as the "Developer" pursuant to the Planned Development Agreement.
3. Consent. City hereby consents to such assignment by Assignor to Assignee of its rights and obligations as the "Developer" pursuant to the Planned Development Agreement and

agrees that Assignee shall be entitled to all of the rights and benefits of the Planned Development Agreement.

4. Effective Date. This Assignment and Amendment shall be deemed effective on the date Assignee acquires fee simple title to the Mill Property as evidenced by the recording of a limited warranty deed from Assignor to Assignee in the Greenville County Register of Deeds.

5. Ratification. Except as modified by this Assignment and Amendment, the Planned Development Agreement the parties hereby ratify and reaffirm each and every provision, term, covenant, agreement and condition of the Planned Development Agreement, and acknowledge that the Planned Development Agreement is in full force and effect. In the event of any conflict between the terms of the Planned Development Agreement and the terms of this Assignment and Amendment, the terms of this Assignment and Amendment shall control.

6. Recordation of Agreement. This Assignment and Amendment may be recorded in the Office of the Greenville County Register of Deeds. This Assignment and Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed and original and all of which shall constitute one and the same instrument. Signature pages from different counterparts may be detached and assembled to form one or more original document(s).

IN WITNESS WHEREOF, the parties have caused this Assignment of Planned Development Agreement to be executed as of the day first above written.

[SIGNATURES ON FOLLOWING PAGES]

WITNESSES

ASSIGNEE:

CG WOODSIDE PARTNERS LLC,
a Georgia limited liability company

By Crossgate Partners, LLC, its manager

By: _____
Randel S. Moore, its Manager

January ____, 2019

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of January, 2019, by Randel S. Moore, as manager of Crossgate Partners, LLC, the manager of CG Woodside Partners LLC.

Notary Public

My Commission Expires _____

Printed Name of Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

The above assignment of rights to Planned Development Agreement is acknowledged and approved.

WITNESSES

CITY OF GREENVILLE, SOUTH CAROLINA

By: _____
Nancy P. Whitworth, Interim City Manager

January ____, 2019

APPROVED AS TO FORM:

By: _____
Michael S. Pitts, City Attorney

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of January, 2019, by Nancy P. Whitworth, as Interim City Manager for the City of Greenville, South Carolina.

Notary Public

Printed Name of Notary Public

My Commission Expires _____

Exhibit A

Legal Description of the Mill Property

REAL PROPERTY DESCRIPTIONS:

TMS 12-3-1

Commencing at an "X" in the concrete, being the intersection of the eastern Right-of-Way of Woodside Avenue and the northern Right-of-Way of East Main Street, said point being the Point of Beginning; thence N 27°54'33" E a distance of 522.03 feet to a 1/2" iron nail; thence S 73°44'31" E a distance of 274.40 to a 1/2" rebar; thence S 48°24'40" E a distance of 120.24 feet to a 1/2" open top pin; thence S 70°02'13" E for a distance of 93.00 feet to a 1/2" rebar; thence S 38°14'32" E for a distance of 82.85 feet to a 1/2" rebar; thence S 27°12'38" E for a distance of 74.68 feet to a 1/2" rebar; thence S 76°01'22" E for a distance of 13.87 feet to a 1/2" rebar; thence S73°07'22" E for a distance of 86.43 feet to a 1/2" rebar; thence S 18°34'06" W for a distance of 178.37 to a 1/2" rebar; thence S12°44'35" W for a distance of 832.71 feet to a 1/2" rebar; thence N 84°54'07" W for a distance of 910.51 feet to an "X" in concrete, said point being the Point of Beginning and containing 538,219 square feet or 12,256 acres, more or less. Said description includes Tract TMS-3-B and associated easement.

TMS 12-3-14

Commencing at a 1/2" rebar, being the intersection of the southern Right-of-Way of East Main Street and the western Right-of-Way of 2nd Street, said point being the Point of Beginning; thence S 33°30'23" W for a distance of 148.88 feet to a 1/2" rebar; thence N 84°56'22" W for a distance of 113.83 feet to a 1/2" rebar; thence N 34°30'36" E for a distance of 150.88 feet to a point in the southern Right-of-Way of East Main Street; thence along said Right-of-Way, S 84°55'22" E for a distance of 113.77 feet to a 1/2" rebar, said rebar being the Point of Beginning and containing 17,103 square feet or 0.382 acres, more or less.

TMS 12-3-14

Commencing at a 1/2" rebar, being the intersection of the southern Right-of-Way of East Main Street and the eastern Right-of-Way of 2nd Street, said point being the Point of Beginning; thence S 54°58'11" E for a distance of 130.18 feet to a 1/2" rebar; thence S 34°56'10" W for a distance of 150.70 feet to a 1/2" rebar; thence N 54°57'32" E for a distance of 120.12 feet to a 1/2" open top pin; thence N 38°07'43" E for a distance of 130.38 feet to a 1/2" rebar, said point being the Point of Beginning and containing 18,027 square feet or 0.415 acres, more or less.

TMS 12-3-11

Commencing at a 1/2" rebar, being the intersection of the southern Right-of-Way of East Main Street and the western Right-of-Way of 2nd Street, said point being the Point of Beginning; thence S 38°05'34" W for a distance of 219.78 feet to a 1/2" rebar; thence N 54°57'32" W for a distance of 138.88 feet to a 1/2" rebar; thence N 34°57'32" E for a distance of 210.86 feet to a 1/2" rebar; thence S 64°53'15" E for a distance of 165.47 feet to a 1/2" rebar, said point being the Point of Beginning and containing 41,561 feet or 0.254 acres, more or less.

Right-of-Way of East Main Street, Woodside Avenue, 2nd Street and 2nd Street Alley

Commencing at an "X" in the concrete, being the intersection of the eastern Right-of-Way of Woodside Avenue and the northern Right-of-Way of East Main Street, said point being the Point of Beginning; thence, continuing along Right-of-Way, S 54°56'11" E for a distance of 910.51 feet to a 1/2" rebar; thence S 12°44'35" W for a distance of 71.85 feet to a point; thence N 74°25'02" W for a distance of 27.17 feet to a point; thence N 52°08'36" W for a distance of 86.26 feet to a point; thence N 54°55'22" E for a distance of 93.10 feet to a point, said point being the intersection of the southern Right-of-Way of East Main Street and the eastern Right-of-Way of 2nd Street; thence N 54°57'32" W for a distance of 50.00 feet to a 1/2" rebar, said point being the intersection of the southern Right-of-Way of East Main Street and western Right-of-Way of 2nd Street; thence, along the southern Right-of-Way of East Main Street, N 54°55'22" W for a distance of 113.77 feet to a point, said point being the intersection of the southern Right-of-Way of East Main Street and the western Right-of-Way of 2nd Street Alley; thence, along the eastern Right-of-Way of 2nd Street Alley, S 34°50'36" W for a distance of 150.88 feet to a 1/2" rebar; thence N 88°27'40" W for a distance of 12.14 feet to a 1/2" rebar; thence, along the western Right-of-Way of 2nd Street Alley, N 34°50'36" W for a distance of 150.70 feet to a 1/2" rebar; thence, along the southern Right-of-Way of East Main Street, N 64°57'11" W for a distance of 120.18 feet to a 1/2" rebar; thence, along the eastern Right-of-Way of 2nd Street, S 38°07'43" W for a distance of 156.38 feet to an 1/2" open top; thence N 54°57'22" W for a distance of 43.92 feet to a point in the western Right-of-Way of 2nd Street; thence, along the western Right-of-Way of 2nd Street, N 35°08'34" E for a distance of 149.84 feet to a 1/2" rebar; thence, along the southern Right-of-Way of East Main Street, N 54°56'22" W for a distance of 150.47 feet to a 1/2" rebar; thence N 54°48'21" W for a distance of 134.58 feet to an 1/2" open top; thence N 84°42'21" W for a distance of 63.58 feet to a point, said point being the intersection of the western Right-of-Way of Woodside Avenue and the Southern Right-of-Way of West Main Street; thence, crossing said West Main Street, N 22°30'40" E for a distance of 72.20 feet to a point, said point being the intersection of northern Right-of-Way of West Main Street and the western Right-of-Way of Woodside Avenue; thence along the western Right-of-Way of Woodside Avenue the following Point (2) calls: N 20°54'36" E for a distance of 246.78 feet to a point, said point being the intersection Woodside Avenue and the southern Right-of-Way of 4th Street; thence, along 4th Street, N20°54'36" E for a distance of 41.25 feet to a point; thence, N 20°54'36" E for a distance of 250.41 feet to a point; thence S 89°42'22" E for a distance of 80.01 feet to a point; thence S 20°54'36" W for a distance of 522.03 feet to an "X" in concrete, said point being the Point of Beginning and containing 116,816 square feet or 2.548 acres, more or less.

Right-of-Way of Vance Alley

Commencing at a 1/2" rebar, said rebar being located at the intersection of the northern Right-of-Way of East Main Street and the western Right-of-Way of Vance Alley; thence N 12°44'35" E for a distance of 832.71 feet to a nail found at 1/2" rebar; thence, crossing Vance Alley, S 78°20'18" E for a distance of 25.01 feet to a point, said point being in the eastern Right-of-Way of Vance Alley; thence, along the western Right-of-Way, S 12°44'35" W for a distance of 564.72 feet to a point; thence, crossing back across Vance Alley, N 20°32'18" W for a distance of 47.27 feet to a 1/2" rebar, said rebar being the Point of Beginning and containing 13,718 square feet or 0.31 acres, more or less.