



DISCUSSION ITEMS FOR
MARCH 7, 2022
CITY COUNCIL MEETING

The documentation provided herewith consists of advance draft materials for review by Mayor and City Council. Such documents may be revised prior to the actual Council meeting before any formal consideration of same by Mayor and City Council. Said documents may also be revised by way of a proper amendment made at the Council meeting. These documents are informational only and not intended to represent the final decision of the Council.



Interoffice Memorandum

TO: Mayor and City Council
FROM: Jim Clifford, City Administrator
DATE: March 4, 2022
SUBJECT: Regular City Council Meeting of March 7, 2022

REGULAR COUNCIL MEETING

ITEM 5. ZONING: Ordinance No. 2022-02 – To Amend the Zoning Map of the City of North Augusta, South Carolina by Rezoning ±8.34 Acres of Land Owned by SC North Augusta Buena Vista, LLC, Aiken County Tax Parcel #007-12-12-009, #007-12-12-007, #007-12-12-006, and #007-12-12-005 from GC, General Commercial to PD, Planned Development; Ordinance – Second Reading

An ordinance has been prepared for Council's consideration on second reading to amend the zoning map of the City by rezoning ±8.43 acres of land owned by SC North Augusta Buena Vista, LLC from GC, General Commercial to PD, Planned Development.

Please see ATTACHMENT #5 for a copy of the proposed ordinance and Exhibit A.

ITEM 6. PLANNING AND DEVELOPMENT: Ordinance No. 2022-03 – To Approve the General Development Plan for the 51.83± Acre Bluegrass Place Planned Development on East Martintown Road and East Buena Vista; Ordinance – Second Reading

An ordinance has been prepared for Council's consideration on second reading to approve the General Development Plan for the 51.83± acre Bluegrass Place Planned Development on East Martintown Road and East Buena Vista. Please note the originally proposed ordinance was amended by Council before the first reading and adoption. The amended text is underlined in the copy provided in Attachment #6.

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

ITEM 7. ECONOMIC DEVELOPMENT: Ordinance No. 2022-04 – To Authorize the City to Enter into a First Amendment to the Master Development Agreement of March 15, 2017 for North Augusta Riverside Village; Ordinance – Second Reading

An ordinance has been provided for Council's consideration on second reading to authorize the City to enter into a First Amendment to the Master Development Agreement of March 15, 2017 for North Augusta Riverside Village.

Please see ATTACHMENT #7 for a copy of the proposed ordinance and Exhibit A.

ITEM 8. EASEMENT: Ordinance No. 2022-05 – To Abandon a Portion of a Water Line Easement Located in Rushing Waters, Phase 4 Subdivision; Ordinance – First Reading

An ordinance has been provided for Council's consideration on first reading to abandon a portion of a water line easement located in Rushing Waters, Phase 4 Subdivision.

Please see ATTACHMENT #8 for a copy of the proposed ordinance and Exhibit A.

ITEM 9. STORMWATER: Resolution No. 2022-11 – Authorizing the City to Enter into a Contract with SC North Augusta Buena Vista, LLC Related to the Construction of a Storm Water and Drainage Improvement Project Extending Across the Area from Martintown Road to Buena Vista Avenue on a Parcel of Property Containing 50.86 Acres Currently Under Contract to SC North Augusta Buena Vista, LLC

A resolution has been prepared for Council's consideration authorizing the City to enter into a contract with SC North Augusta Buena Vista, LLC related to the construction of a storm water and drainage improvement project extending across the area from Martintown Road to Buena Vista Avenue on a parcel of property containing 50.86 acres currently under contract to SC North Augusta Buena Vista, LLC.

Please see ATTACHMENT #9 for a copy of the proposed resolution and Exhibit A.

ITEM 10. FINANCE: Resolution No. 2022-12 – A Resolution to Obligate \$11,871,089.22 in Coronavirus State and Local Fiscal Recovery Funds

A resolution has been prepared for Council's consideration to obligate \$11,871,089.22 in Coronavirus State and Local Fiscal Recovery Funds.

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

ITEM 11. FINANCE: Resolution No. 2022-13 – A Resolution Authorizing Expenditure of Coronavirus State and Local Fiscal Recovery Funds – Expenditure Request 1

A resolution has been prepared for Council's consideration to authorize an expenditure of Coronavirus State and Local Fiscal Recovery Funds. This would authorize support for Expenditure Request 1 related to the Façade Grant Program reallocation and a stormwater interceptor project.

Please see ATTACHMENT #11 for a copy of the proposed resolution and supporting documents.

ITEM 12. CITY PROPERTY: Resolution No. 2022-14 – Accepting a Deed of Dedication for an Off-Site Sanitary Sewer Line from Havenwood Camelia, LP, along with a Maintenance Guarantee and Cash Deposit

A resolution has been prepared for Council’s consideration to accept a Deed of Dedication for an off-site sanitary sewer line from Havenwood Camelia, LP, along with a Maintenance Guarantee and cash deposit.

Please see ATTACHMENT #12 for a copy of the proposed resolution and supporting documents.

ORDINANCE NO. 2022-02
TO AMEND THE ZONING MAP OF THE CITY OF NORTH AUGUSTA,
SOUTH CAROLINA BY REZONING ± 8.34 ACRES OF LAND
OWNED BY SC NORTH AUGUSTA BUENA VISTA, LLC, AIKEN COUNTY TAX PARCEL
#007-12-12-009, #007-12-12-007, #007-12-12-006,
AND #007-12-12-005 FROM GC, GENERAL COMMERCIAL TO PD, PLANNED
DEVELOPMENT

WHEREAS, on December 17, 2007, by Ordinance 2007-22, the North Augusta City Council adopted the North Augusta Development Code and a citywide Zoning Map which is consistent with the City’s North Augusta 2017 Comprehensive Plan; and

WHEREAS, pursuant to Section 5.3, North Augusta Development Code, the North Augusta Planning Commission may recommend amendments to the Zoning Map, provided such amendments are consistent with the City’s North Augusta 2017 Comprehensive Plan; and

WHEREAS, the North Augusta Planning Commission, following a January 19, 2022 public hearing, reviewed and considered a request by SC North Augusta Buena vista, LLC to amend the Official Zoning Map of North Augusta from GC, (General Commercial) to PD (Planned Development) for tax parcel #007-12-12-009, #007-12-12-007, #007-12-12-006, and #007-12-12-005 and unanimously recommends the request. The staff report and results of this hearing have been provided to City Council.

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. A parcel consisting of ±8.34 acres owned by SC North Augusta Buena Vista LLC, is hereby rezoned from GC, (General Commercial) to PD (Planned Development). Said property is Aiken County for tax map parcel #007-12-12-009, #007-12-12-007, #007-12-12-006, and #007-12-12-005 and specifically identified as Exhibit “A” attached hereto.
- II. The Official Zoning Map for the City of North Augusta is hereby amended to reflect this rezoning.
- III. All ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.
- IV. 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 _____ DAY OF _____, 2022.

First Reading _____

Briton S. Williams, Mayor

Second Reading _____

ATTEST:

Sharon Lamar, City Clerk

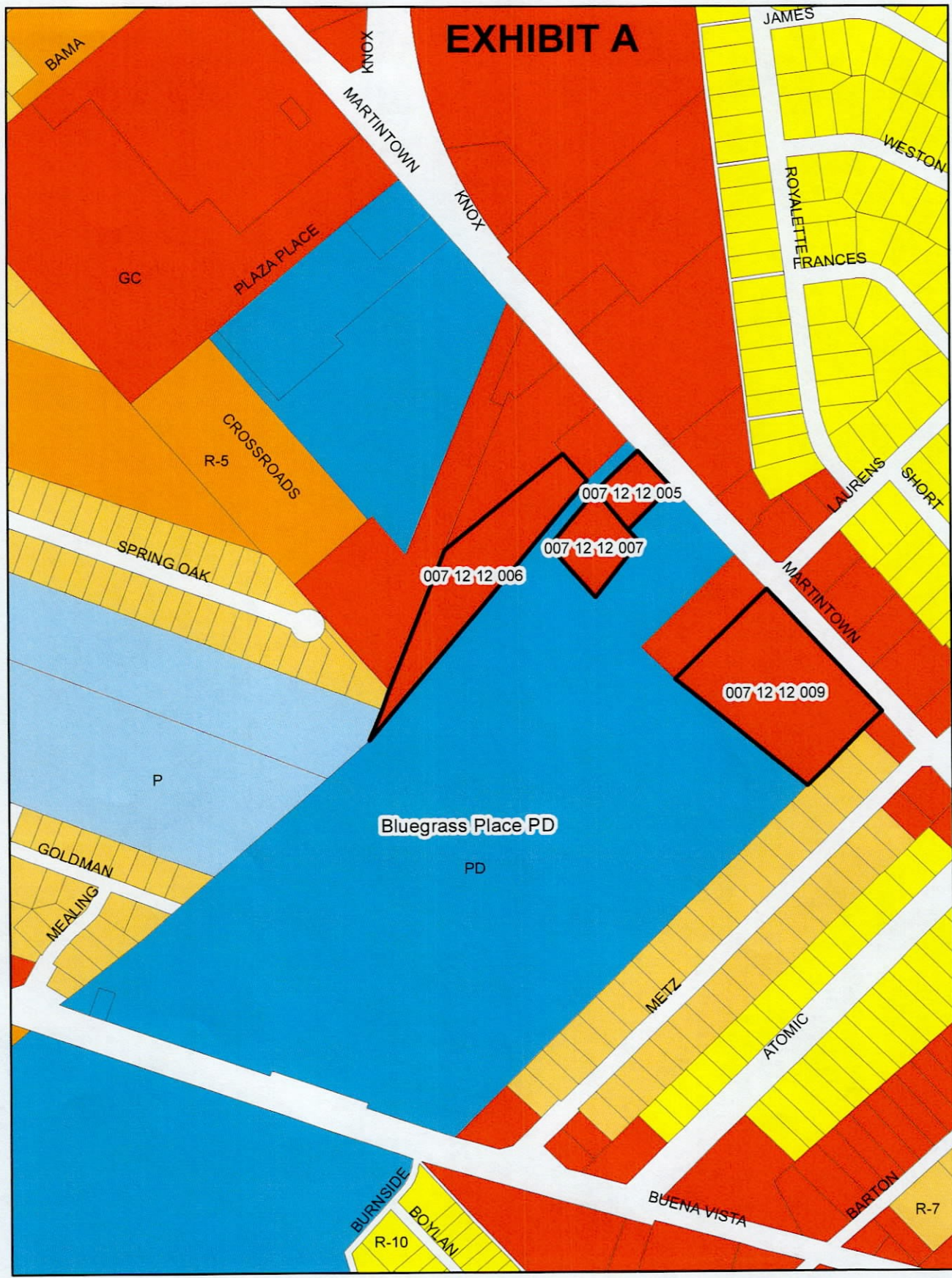


EXHIBIT A



North Augusta
South Carolina's Riverfront
 Date: 12/29/2021

Current Zoning Map
 RZM21-007 Bluegrass Place
 TPNs 007-21-12-006, 007-12-12-007,
 007-12-12-005, and 007-12-12-009

ORDINANCE NO. 2022-03
TO APPROVE THE GENERAL DEVELOPMENT PLAN
FOR THE 51.85± ACRE BLUEGRASS PLACE PLANNED DEVELOPMENT
ON EAST MARTINTOWN ROAD AND EAST BUENA VISTA

WHEREAS, within the guidelines of the North Augusta Zoning and Development Standards Ordinance, a General Development Plan for property within a designated Planned Development zone (PD) requires Planning Commission review and subsequent recommendation to City Council for review and approval; and

WHEREAS, an application has been received from SC North Augusta Buena Vista, LLC requesting approval for a General Development Plan for a tract of land zoned Planned Development (PD) containing 51.85± acres located on the east side of on East Martintown Road and East Buena Vista; and

WHEREAS, the developer, SC North Augusta Buena Vista, LLC of Columbia, South Carolina, proposes a mixed use development on five parcels: tax parcel numbers 007-016-13-001, 007-12-12-009, 007-12-12-007, 007-12-12-006, and 007-12-12-005; and

WHEREAS, the North Augusta Planning Commission, at its December 16, 2021 regular meeting, reviewed the subject application and voted to recommend that City Council approve the General Development Plan for the 51.85± acre Bluegrass Place Planned Development.

WHEREAS, City Council held first reading on February 7, 2022 and a motion was made to delete from the plan the connection road to Golden Street with such motion being approved by Council.

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 General Development Plan for the 51.85± acre Bluegrass Place Planned Development is hereby approved as outlined below and as shown on the attached plat and identified as "General Development Plan" as prepared by Cranston Engineering, dated October 15, 2021 without the connectivity to Goldman Street and The General Development Plan Narrative for Bluegrass Place as prepared by Cranston Engineering, dated November 16, 2021
 - A. Scope of Development: The scope of development described in the General Development Plan for the Bluegrass Place Planned Development and described herein shall be the maximum level of development allowed. The land uses permitted in the Bluegrass Place Planned Development shall be limited to those described in this ordinance.
 1. Minor Modifications: Minor modifications to the development plan and program for valid land use planning and reasonable development reasons, i.e. mix of uses, number and location of buildings, development

schedule, setbacks, parking, and landscaping, etc., may be approved by the Planning Commission at the time of subdivision approval for any portion of a phase or site plan approval for an individual parcel.

2. Flex Density and Intensity: Up to ten (10%) percent of the total residential density or commercial square footage allocated to a parcel may be deducted from the total permitted for that parcel and redistributed to one or more other parcels designated for the same use provided the total density or intensity of a recipient parcel is not increased by more than ten (10%) percent.

B. Development Program:

<u>Parcel</u>	<u>Permitted Uses</u>	<u>Area in Acres</u>	<u>Maximum Density (units per gross acre) or Intensity (gross building area in sq. ft. per acre)</u>
A	Multi-Family Apartments	11.1	36 units/acre
B	Senior Living	6.1	14.8 units/acre
C	Professional	3.0	5,000 sf building/ acre
D	Commercial	4.1	5,000 sf building/ acre
E	Single-Family Detached	12.1	5 units/acre
F	Single-Family Attached	6.0	16.7 units/acre
G	Commercial	1.1	5,000 sf building/ acre
H	Greenspace	4.2	NA

- C. Parking Requirements: The minimum parking ratio will be determined by the standards set forth in the North Augusta North Augusta Development Code for the applicable use.

- D. Development Standards: Development standards applicable to individual commercial and professional tract sites C, D, and G shall be those used for the General Commercial District and , except as provided for in this section and in other sections of this ordinance:

1. All setback lines shall be measured from the property line.
2. The side setbacks on the parcels in Tract C, D, and G will have 20-foot front setbacks, 0 or 5-foot side setbacks, and a 15-foot rear setbacks.
3. Setbacks along E. Martintown Road and E. Buena Vista Avenue will be consistent with existing structures through those corridors.

Development standards applicable to residential areas shall be as provided in the NADC for Detached Single-Family as R-7, Attached Single-Family, Multi-Family, and Senior Living as R-5, as described in the NADC and applied to parcels at the time of concept plan approval.

E. Plan Approval Process: Subsequent to the adoption of this ordinance the following plan approval steps shall be required in the order listed prior to the issuance of development permits.

1. Master Utility Plan – Master plans for water distribution; sewage collection; and stormwater quality, detention and drainage shall be developed and approved prior to or coincidental with the initial phase concept plan. The level of detail provided in the master utility plans shall be determined by the Project Engineer and City Engineer.
2. Master Circulation Plan – A master circulation plan that incorporates the conclusions of the Ramey Kemp Associates (RKA) Traffic Engineering study shall be developed and approved prior to or coincidental with the initial phase concept plan.
3. Wetlands Delineation and Mitigation – A wetlands delineation, permit and any mitigation plans approved by SCDHEC and the US Army Corps of Engineers shall be submitted prior to or coincidental with a Concept Plan for any phase that contains jurisdictional wetlands.
4. Phase Concept Plan – A concept plan for each tract identified in the General Development Plan shall be prepared for Planning Commission review and approval prior to or coincidental with the first preliminary plat application for each phase. The phase concept plan shall include an overall circulation system design, utility systems designs, anticipated mix and intensity or density of uses, proposed or draft master covenants and restrictions for the tract, and buffer delineation. The tract concept plan must indicate how the development of the phase will interrelate with the other phases in the development.
5. Preliminary Plat – Preliminary plats for sections or sub-phases of each phase will be processed and reviewed in accordance with the applicable provisions of the North Augusta Development Code, this ordinance and the General Development Plan Narrative for Bluegrass Place.
6. Final Plat – Final plats for sections or phases of each tract will be processed and reviewed in accordance with the applicable provisions of the North Augusta Development Code and the approved preliminary plat.
7. Site Plan – Site plans for individual parcels approved in a final plat for any portion of a tract will be processed and reviewed in accordance with the applicable provisions of the North Augusta

Development Code, the general development plan ordinance and the General Development Plan Narrative for Bluegrass Place.

- F. Utilities: Water and sewer tap fees for each parcel shall be determined in accordance with the City Code provisions related to utility extensions.
- G. Land Dedication: Land dedicated to the City in conjunction with the development will include road rights-of-way, utility easements and drainage ways in accordance with the applicable provisions of the North Augusta Development Code.
- H. Vehicular Access and Circulation: SC North Augusta Buena Vista, LLC shall implement the mitigation recommendations contained in the RKA traffic study in conjunction with each development phase when the trips generated by the phase (or the sum of trips generated by all approved phases) create the impacts requiring mitigation.
 - 1. The development on any parcel may proceed until the total trip generation reaches the threshold identified by RKA that warrants the required off site improvement. Off-site traffic improvements including modifications to the medians in East Martintown Road and East Buena Vista shall be the responsibility of the developer. Upon initiation of construction of an off-site improvement additional development on any tract may resume to the extent the initiated off-site improvements mitigate the traffic impacts of the additional development.
 - 2. The number and location of exterior access points, full turning intersections, right-in/right-out access points or other limited movement access points, and internal access points to individual parcels from the internal road network to be dedicated to the city shall be reviewed by the city engineer. Exterior access points shall be developed generally as shown with Access 1 and Access 2 shown on RKA traffic analysis having one ingress lane and two egress lanes. Preliminary interior locations of the road network are shown on the general development plan. Necessary modifications to the location of access points to individual tracts shall be made at the time of concept plan consideration for each tract.
 - 3. Vehicular cross-access shall be provided between all commercial parcels where possible and not prohibited by grade or other topography issues.
- I. Pedestrian Circulation: Pedestrian connections between the various residential and commercial sections of the development shall be provided.
 - 1. Any and all new sidewalks necessary along the East Martintown Road and East Buena Vista Avenue rights-of-way must be six (6) feet in width and shall be installed no closer than six (6) feet from the back of the finished curb.

2. Five (5) foot sidewalks shall be provided in the commercial areas on both sides of the street. Five (5) foot sidewalks shall be provided on at least one side of the street in residential areas.
3. Pedestrian walkways consisting of five (5) foot sidewalks shall be provided between all adjacent commercial parcels. Where grade differences require, stairs or steps shall be installed.
4. Pedestrian crossings of all roads, driveways, and internal circulation ways, both public and private, shall be treated with a differentiating pavement treatment.

J. Buffers and Landscaping: Landscaped buffers, site landscaping and parking lot landscaping, and street trees shall be provided in the development as required for the applicable use by the North Augusta Development Code. Title to the required buffers shall be retained by a property owners association or deed-restricted to prevent a change of use.

Individual buffer specific landscape plans shall be developed and submitted with the applicable parcel site plan that show the locations of any retaining walls and new slopes within the buffer and details how the buffer and retaining wall will be treated. Such landscape plans shall include any necessary or proposed fencing as well as landscape material.

1. Fencing provided within the buffers located on or near the property lines between the commercial and residential uses may be permitted. The Planning Commission shall approve the height and style of the fence at the site plan stage. The fence shall be no less than five (5) feet in height. Alternatively, a solid fence made of wood, vinyl, metal, or masonry may be constructed.
2. Commercial parking lot landscaping shall be designed to maximize the pervious surface area within the parking area.
3. Each commercial structure developed shall be provided with foundation/perimeter landscaping between the structure and access drives and sidewalks (excluding loading areas). Landscaping material installed along walls with no fenestration shall be selected and maintained to screen large expanses of blank wall

K. Applicable Standards for Review: The information contained in the General Development Plan shall supplement the provisions of this ordinance and shall be used in the review of subdivision and site plans for projects within Bluegrass Place. In the event of a conflict between the provisions of this ordinance and the content of the General Development Plan, the provisions of this ordinance shall prevail. General design criteria and development standards (parking, landscaping, etc.) applicable to each phase of the development and not otherwise prescribed in the General Development Plan

or this ordinance shall be as provided for in the North Augusta Development Code as it may be amended.

L. Additional Provisions: Additional conditions applicable to the development are:

1. Design guidelines for the homes to be constructed in Tract A will be included in the covenants and included with the preliminary plat submission.
2. Multi-Family and Single-Family Attached homes are required to comply with the design guideline in the North Augusta Development Code. Design guidelines for the homes to be constructed in Tract A will be included in the covenants and included with the preliminary plat submission.
3. Proposed or anticipated covenants and deed restrictions on the parcels to be sold and the management of common areas shall be provided in conjunction with the concept plan and plat submission for each phase.
5. Exterior lighting details shall be included with each commercial site plan application, including a description of the lighting levels during business versus non-business hours and shall comply with the North Augusta Development Code.
6. Outdoor display and sale of merchandise must be approved by the Planning Commission at site plan approval or is otherwise prohibited.
7. Overnight or extended parking of tractors, trailers, or railroad/truck shipping containers shall be confined to designated areas behind buildings. No tractor, trailer, container, or recreational vehicle parking shall be permitted on or in any parking area, circulation corridor or outdoor sales and display area.
8. Excessive noise associated with any use in the development including loading, unloading, trash compaction, building maintenance, parking lot or landscaping maintenance or any other activity shall be prohibited between the hours of 11:00 p.m. and 6:00 a.m.
9. Architectural plans of all elevations of proposed commercial buildings shall be submitted with a site plan application.
Permitted Materials – The following building exterior wall materials are permitted:
 - a. Brick
 - b. Split-face concrete block
 - c. Parged block

- d. Glass block
- e. Decorative concrete masonry units (CMUs) (i.e. textured, glazed and other special treatments or materials)
- f. Stone
- g. Terra cotta
- h. Fiber cementitious board siding materials
- i. Traditional (real) stucco or plaster
- j. Carrera glass
- k. Windows, window glazing and architectural glass panels
- l. Architectural metal panels, laminated or otherwise
- m. Exterior finish wood materials as approved by the Department.

Permitted Materials With Limitations – The following building exterior wall materials are permitted with limitation;

- a. Ceramic tile as an accent on up to ten percent (10%) of the wall area
 - b. Drainage-backed synthetic stucco (Drainage-Backed Exterior Insulation Finishing System [Drainage-Backed EIFS]) may be applied to any wall surface four feet or more above adjacent grade.
10. Waivers may be approved for loading, maintenance, screened storage and other areas shielded from public view.
11. Stormwater detention areas shall be fenced for safety and landscaped to shield the fencing, rip rap, and drainage structures. Black vinyl clad chain link fence shall be installed below the upper edge of each detention area in a manner as to be obscured by the landscaping on top of the detention area.
12. Signs: Signs shall conform to the provisions of the North Augusta Development Code unless specified otherwise herein.
- 1. Wall signage size shall be permitted as provided for in the North Augusta Development Code. The sign panels shall be darker in color than the lettering and graphics.
 - 2. One freestanding monument sign may be permitted for each commercial or professional parcel adjacent to an interior street. Monument signs shall not exceed 60 square feet in area or 10 feet in height and may advertise only the business or businesses located on the parcel. The sign panels shall be darker in color than the lettering and graphics.
 - 3. One freestanding “Bluegrass Place” identification sign may be located at both the main East Martintown Road entrance and the East Buena Vista Avenue entrance. Each monument sign shall not exceed 120 square feet in area or 20 feet in height. The sign panels shall be darker in color than the lettering and graphics and may include commercial and professional uses, apartment and living facilities,

and other subdivision identifications that are contained within the Bluegrass Place development.

4. The developer shall provide a maintenance guarantee supported by a letter of credit or monetary deposit as required by the North Augusta Development Code.
- II. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.
- III. This Ordinance shall become effective immediately upon its adoption on second reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2022.

First Reading _____

Second Reading _____

Briton S. Williams, Mayor

ATTEST:

Sharon Lamar, City Clerk

ORDINANCE NO. 2022-04
TO AUTHORIZE THE CITY TO ENTER INTO A FIRST AMENDMENT TO THE
MASTER DEVELOPMENT AGREEMENT OF MARCH 15, 2017 FOR NORTH
AUGUSTA RIVERSIDE VILLAGE.

WHEREAS, the City entered into a Master Development Agreement for the development of Riverside Village in March of 2017 that was for a period of five (5) years with such initial agreement scheduled to terminate on March 15, 2022; and,

WHEREAS, many of the required improvements have been completed but there remain some portions of the development that have not been completed as of the present; and,

WHEREAS, the South Carolina Local Government Development Agreement Act, the Act under which the original Agreement was entered into, provides for the ability of the parties by mutual agreement to extend the termination date; and,

WHEREAS, Mayor and City Council have determined that it would be in the interest of the City to extend the term of the Agreement for a period of one (1) year;

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 agrees to the extension of the termination date of the original agreement for one (1) additional year which would result in the termination date becoming March 15, 2023.
- II. The First Amendment to the Master Development Agreement which is attached hereto, marked Exhibit (A) is specifically approved by Mayor, and Council.
- III. The Mayor and/or the City Administrator are specifically authorized to execute such documents as required to carry out this First Amendment and extension of the original term.
- IV. 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 _____ DAY OF MARCH, 2022.

First Reading: _____

Second Reading: _____

BRITON S. WILLIAMS, MAYOR

ATTEST:

SHARON LAMAR, CITY CLERK

FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

by and among

**CITY OF NORTH AUGUSTA, SOUTH CAROLINA,
ACKERMAN GREENSTONE NORTH AUGUSTA, LLC,
GRAYBUL IRONWOOD, LLC,
GREENSTONE HAMMOND'S FERRY, LLC**

and

EACH OF THE OWNERS LISTED ON EXHIBIT A

March 15, 2022

**FIRST AMENDMENT TO
MASTER DEVELOPMENT AGREEMENT**

This First Amendment to Master Development Agreement (this "*Amendment*") is made and entered into as of March 15, 2022 by and among the **CITY OF NORTH AUGUSTA, SOUTH CAROLINA** (the "*City*"), **ACKERMAN GREENSTONE NORTH AUGUSTA, LLC**, a limited liability company organized under the laws of the State of Georgia ("*Hotel Developer*"), **GRAYBUL IRONWOOD, LLC**, a limited liability company organized under the laws of the State of Delaware ("*Apartment Owner*"), **GREENSTONE HAMMOND'S FERRY, LLC**, a limited liability company organized under the laws of the State of South Carolina ("*Greenstone*") and **each of the Owners listed on Exhibit A attached hereto.**

RECITALS

This Amendment provides for the extension of the term of that certain Master Development Agreement by and among the City, GreenJackets Baseball LLC, the Hotel Developer and Greenstone, dated March 15, 2017 (the "*Agreement*"). Defined terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the Hotel Developer, the Apartment Owner, Greenstone, and each of the Owners listed on Exhibit A attached hereto agree as follows:

**ARTICLE I
AMENDMENT TO THE AGREEMENT; EXTENSION OF TERM**

The Term of the Agreement is hereby extended by one year and, as a result, the Agreement shall terminate on March 15, 2023, unless extended by mutual agreement as provided for in Section 2.01 of the Agreement and Section 6-31-60(A)(2) of the Act.

**ARTICLE II
MISCELLANEOUS**

A. Governing Law. This Amendment shall be governed in accordance with the laws of the State of South Carolina.

B. Authorization; Entire Agreement. This Amendment is entered into in accordance with Section 2.01 of the Agreement and Section 6-31-60(A)(2) of the Act, and this Amendment and the Agreement, as amended, together constitute the complete and exclusive written expression of the intent of the parties with respect to the subject matter hereof and thereof which will supersede all previous verbal and written communications, representations, agreements, promises or statements. Except as amended hereby, the terms and provisions of the Agreement shall remain in full force and effect.

C. Authority. The Hotel Developer, the Apartment Owner, Greenstone, each of the Owners listed on Exhibit A attached hereto and the City represents that it has the authority to be bound by the terms of this Amendment. Once executed by all parties, this Amendment will,

together with the Agreement, constitute a valid and binding agreement, enforceable in accordance with its terms.

D. Mutual Dependency and Severability. All rights and duties contained in this Amendment are mutually dependent on each other and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

E. Notices and Addresses. Any notices given under this Amendment shall be given in accordance with the terms and provisions of giving notice under the Agreement.

F. Amendment, Modification, or Alteration. No amendment, modification, or alteration of the terms of this Amendment shall be binding unless in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

G. Counterparts; Facsimile. This Amendment may be executed in any number of counterparts and/or exchanged via facsimile or electronic distribution, each of which shall be deemed an original, but all such counterparts and/or facsimile or electronic counterparts or originals together shall constitute but one and the same instrument.

H. Binding Effect/Benefit. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective affiliates, successors, and assigns.

I. Parties to Amendment; Approval by Ordinance. Section 18.04 of the Agreement provides that the "...Agreement may be modified or amended only by the written agreement of the City and the Owners; such written agreement, if not statutorily required to be by ordinance, may be by resolution or ordinance at the City's sole discretion." The parties to this Amendment include the City and the Owners, as currently constituted, and the City has decided, in its sole discretion, to approve this Amendment by ordinance.

[SIGNATURES ON FOLLOWING PAGES]

ORDINANCE NO. 2022-05
TO ABANDON A PORTION OF A WATER LINE EASEMENT
LOCATED IN RUSHING WATERS, PHASE 2 SUBDIVISION

WHEREAS, the City of North Augusta has an unused water line easement in Rushing Waters Phase 2 as shown on plat prepared January 10, 2022 by Southern Partners, Inc. for Rushing Waters, LLC, Exhibit A; and

WHEREAS, the City has received a request by Rushing Waters, LLC to abandon the water line easement as shown on the referenced plat to facilitate the development of Rushing Waters Phase 2; and

WHEREAS, the City Engineer has reviewed the request and determined that the easement requested to be abandoned is not necessary due to the relocation of the water line; and

WHEREAS, City Council has determined that water line easement is not required for the public's use or convenience and the public interest would best be served by abandoning said section of the water line easement.

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

- I. The water line easement as shown on the plat prepared January 10, 2022 by Southern Partners, Inc. for Rushing Waters, LLC, as shown as Exhibit A, is hereby abandoned.
- II. All ordinances or parts of ordinance in conflict herewith are, to the extent of such conflict, hereby repealed.
- 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 ____ DAY OF _____ 2022.

First Reading _____

Second Reading _____

Briton S. Williams, Mayor

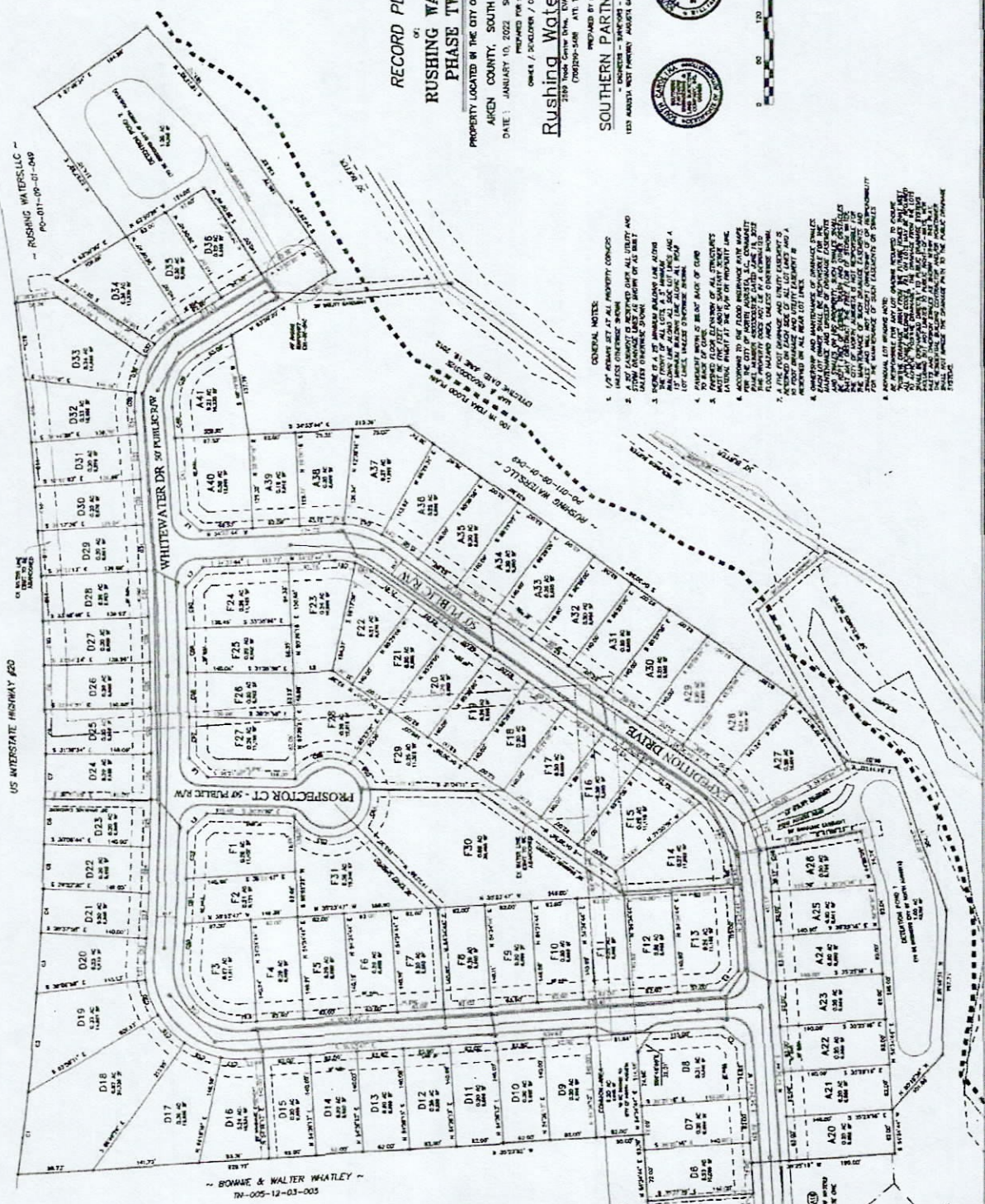
ATTEST:

Sharon Lamar, City Clerk

RECORD PLAT OF RUSHING WATERS PHASE TWO

PROPERTY LOCATED IN THE CITY OF NORTH AUGUSTA,
Aiken County, South Carolina
DATE: JANUARY 10, 2022 SCALE: 1" = 80'

OWNER / DEVELOPER / CONTACT
Rushing Waters, LLC
2101 W. WOODBRIDGE DRIVE
COLUMBIA, SOUTH CAROLINA 29206
PREPARED BY:
SOUTHERN PARTNERS, INC.
1234 EAST BROADWAY, SUITE 4000, COLUMBIA, SOUTH CAROLINA 29201



- GENERAL NOTES:**
1. LOT AREAS SET AT ALL PROPERTY CORNERS.
 2. A 20' EASEMENT IS SHOWN OVER ALL UTILITY AND EASEMENT AREAS AS SHOWN ON AS BUILT.
 3. THERE IS A 2' SETBACK BEHIND THE LOT ALONG THE FRONT OF ALL LOTS, A 5' SETBACK ALONG THE SIDE AND REAR OF ALL LOTS, AND A 10' SETBACK BEHIND THE LOT ALONG ALL STRIPS OF ROAD.
 4. TO BE MAINTAINED AS SHOWN ON THIS PLAT.
 5. TO BE MAINTAINED AS SHOWN ON THIS PLAT.
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 39. TO BE MAINTAINED AS SHOWN ON THIS PLAT.
 40. TO BE MAINTAINED AS SHOWN ON THIS PLAT.



THIS RECORD PLAT WAS PREPARED BY SOUTHERN PARTNERS, INC. IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOUTH CAROLINA PLAT ACT, CHAPTER 42, TITLE 42, SECTION 42-1-10. THE PREPARER OF THIS RECORD PLAT HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

RESOLUTION NUMBER 2022-11
AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH
SC NORTH AUGUSTA BUENA VISTA, LLC RELATED TO THE
CONSTRUCTION OF A STORM WATER AND DRAINAGE
IMPROVEMENT PROJECT EXTENDING ACROSS THE AREA FROM
MARTINTOWN ROAD TO BUENA VISTA AVENUE ON A PARCEL OF
PROPERTY CONTAINING 50.86 ACRES CURRENTLY UNDER CONTRACT
TO SC NORTH AUGUSTA BUENA VISTA, LLC

WHEREAS, SC North Augusta Buena Vista, LLC has approached the City concerning the construction of a storm water and drainage improvement project on property that the developer currently has under contract; and,

WHEREAS, the storm water improvements as identified in the proposed contract are necessary for the development of the property; and,

WHEREAS, the City identified this storm water and drainage improvement project in 2018 related to a Capital Project Sales Tax Program; and,

WHEREAS, a Referendum approved this project for the Sales Tax Program; and,

WHEREAS, sufficient funds have not been available, to date, for the construction of this project; and,

WHEREAS, the developer has agreed to advance costs related to the project and construct same based upon plans to be approved by the City; and,

WHEREAS, when the project was considered for the 2018 Referendum, the estimate for the cost of the project at that time was \$600,000.00; and,

WHEREAS, the developer has agreed to be responsible for all costs and expense related to the improvements above \$600,000.00; and,

WHEREAS, City Council is of the belief that it is in the City's best interest to enter into this contract.

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

1. That the City Administrator is authorized to execute the agreement attached hereto, marked as Exhibit "A" causing the City to enter into an agreement with SC North Augusta Buena Vista, LLC for the construction of a storm water drainage project as identified in such agreement.
2. That the City Administrator is further authorized to execute all additional documents necessary to carry out this agreement.

3. At such time as the project is completed and payment is required, such payment is to be paid from Capital Project Sales Tax Funds, if available or from such other funds as designated by City Council at that time.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF MARCH, 2022.

BRITON S. WILLIAMS, MAYOR

ATTEST:

SHARON LAMAR, CITY CLERK

STORMWATER IMPROVEMENTS AGREEMENT

This Stormwater Improvements Agreement (the "Agreement") is made and entered into as of this _____ day of _____, 2022 by and between **SC NORTH AUGUSTA BUENA VISTA, LLC**, a South Carolina limited liability company ("Developer") and the **CITY OF NORTH AUGUSTA, SOUTH CAROLINA** ("City") (Developer and the City being sometimes individually referred to herein as a "Party" and sometimes collectively referred to as the "Parties").

RECITALS

WHEREAS, Developer and/or its affiliates is currently either record owner or under contract to purchase approximately 50.86 acres of real property in the City of North Augusta, City of Aiken, State of South Carolina, consisting of the following five (5) tax parcels: 007 16 03 001 (42.5 acres), 007 12 12 009 (3.99 acres) 007 12 12 006 (2.8 acres), 007-12-12-007 (0.97 acres) and 007-12-12-005 (0.60 acres) (collectively, the "Property"); and

WHEREAS, Developer has submitted preliminary plans for development of the Property which have been approved by the City, and contemplates a development on the Property consisting of single family detached homes, multifamily units, and commercial outparcels (the "Development"); and

WHEREAS, the City will benefit from the Development of the Property through the expansion of its tax base, the addition of needed infrastructure, and the certainty and control of growth within the Property; and

WHEREAS, the Development will require the construction of stormwater and drainage improvements specifically related to stormwater drainage affecting a portion of the Property located between Martintown Road and East Buena Vista Avenue (the "Stormwater Improvements"); and

WHEREAS, the City previously recognized the need for the Stormwater Improvements, and included the construction project for same (the "Project") in matters to be funded through the Capital Project Sales Tax Program, which was approved by referendum in 20____ (the "Program"); and

WHEREAS, at the time the Stormwater Improvements were originally contemplated, the cost for the Project was estimated to be \$600,000.00; and

WHEREAS, although the Project was included in a list of matters to be funded through the Program, sufficient funds were previously unavailable to undertake the Project (as Program funds were utilized for other matters within the Program considered by the City to be of higher priority); and

WHEREAS, Developer is agreeable to advancing funds for the Project based on an understanding that, subject to certain conditions set forth herein, the City will thereafter reimburse Developer for all costs and expenses related to same, up to but not exceeding \$600,000.00; and

WHEREAS, the Parties wish to enter into this Agreement to address, among other things (i) Developer's preparation of plans and specifications for the Stormwater Improvements (the "Plans"), (ii) the review and approval of the Plans by the City, (iii) the completion of the Project by Developer pursuant to the approved Plans, and (iv) the reimbursement by the City to Developer for all costs and expenses related to the Project up to but not exceeding \$600,000.00.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The foregoing Recitals are incorporated and made a part of this Agreement.
2. Developer will prepare the Plans and submit the same to the City for review, comment and approval. The Plans will contemplate, among other things, the utilization of the Stormwater Improvements for stormwater drainage by the Developer, for the benefit of the Development, through the connection of one or more stormwater pipes or other stormwater facilities on the Property to the Stormwater Improvements.
3. To the maximum extent permitted by law, the City will assist Developer with the identification, coordination of, and timely issuance of, all City and other governmental permits, approvals and consents which may be necessary or desirable in connection with the construction/installation, operation, maintenance and repair of the Stormwater Improvements.
4. Upon approval of the Plans by the City, and subsequent to Developer acquiring the entirety of the Property, Developer will proceed with the construction and installation of the Stormwater Improvements.
5. Upon completion of the Project, Developer will submit the Stormwater Improvements as constructed and installed to the City, which will either approve the Stormwater Improvements or ask for modifications in order to grant ultimate approval.
6. Within sixty (60) days after the Project has been completed, Developer will submit documented and verified costs of the Project to the City, who will, within thirty (30) days of submittal by Developer and through revenue sources available to the City, reimburse Developer for any and all costs and expenses incurred by Developer in conjunction with the Project, such reimbursement amount not to exceed Six Hundred Thousand and no/100 Dollars (\$600,000.00). Any costs and expenses incurred by Developer related to the Project in excess of \$600,000.00 shall be the responsibility of Developer.
7. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of South Carolina, without regard to its conflicts of laws principles.
8. All covenants, agreements, warranties, and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns.
9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, this Agreement may contain more than one counterpart of the signature page(s), all of which signature page(s) may be attached to one copy of this Agreement to constitute the entire executed Agreement. Scanned, facsimile, or photocopies of the executed Agreement may be relied upon as if the original.
10. Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which shall not be unreasonably withheld.
11. This Agreement may only be amended or supplemented by a written agreement signed by the Parties.

12. If any provision in this Agreement is voidable or unenforceable that provision will be severed and the rest of this Agreement will remain in full force and effect.

13. The provisions of this Agreement are binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Parties shall have all rights at law and in equity in enforcing this Agreement. This Agreement and any attachments constitute the entire and final agreement between the Parties. It supersedes any previous correspondence, tenders, representations, proposals, understandings and communications whether oral or in writing relating to the subject matter hereof (apart from documents referred to specifically herein).

14. By their signature hereto, the Parties hereby agree that this Agreement is intended to be a legally binding document.

(signature page to follow)

[SIGNATURE PAGE – STORMWATER AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Stormwater Agreement to be executed by its duly authorized representatives the day and year first written above.

CITY OF NORTH AUGUSTA, SOUTH CAROLINA

By: _____
Name: _____
Its: _____

SC NORTH AUGUSTA BUENA VISTA, LLC,
a South Carolina limited liability company

By: _____
Philip J. Wilson, Manager

RESOLUTION NO. 2022-12A RESOLUTION TO OBLIGATE \$11,871,089.22 IN CORONAVIRUS
STATE AND LOCAL FISCAL RECOVERY FUNDS

WHEREAS, on July 19, 2021, City Council adopted Resolution 2021-30 authorizing receipt of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) allocation totaling \$11,871,089.22 from the State of South Carolina as appropriated by the American Rescue Plan Act of 2021; and

WHEREAS, the City received the first tranche of funding totaling \$5,935,544.61 in November 2021 with the second tranche expected in the fall of 2022; and

WHEREAS, the U.S. Department of Treasury issued an Interim Final Rule in May 2021 outlining anticipated SLFRF eligible uses and then issued its Final Rule which confirmed eligible uses in January 2022; and

WHEREAS, the Final Rule allows a municipality to elect a fixed amount of revenue loss, referred to as the standard allowance, of \$10,000,000 of its SLFRF allocation that can then be used to fund general government services; and

WHEREAS, eligible uses of SLFRF in addition to providing government services to the extent of revenue loss as defined by the Final Rule include: 1) support public health response and address negative economic impacts, 2) invest in water, sewer and broadband infrastructure 3) provide premium pay for essential workers; and

WHEREAS, all SLFRF funds received by the City must be obligated to an eligible use by December 31, 2024 and spent by December 31, 2026.

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

1. The City will follow the U.S. Department of Treasury's Final Rule for expenditure of SLFRF.
2. The City elects to use the standard allowance of \$10,000,000 for revenue loss and obligate to fund general government services.
3. \$1,871,089.22 of SLFRF funds shall be obligated towards investment in water and sewer infrastructure.
4. Expenditure of SLFRF funds shall be approved by City Council via resolution.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF MARCH, 2022.

Briton S. Williams, Mayor

ATTEST:

Sharon Lamar, City Clerk

RESOLUTION NO. 2022-13A RESOLUTION AUTHORIZING EXPENDITURE OF CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS – EXPENDITURE REQUEST 1

WHEREAS, on July 19, 2021, City Council adopted Resolution 2021-30 authorizing receipt of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) allocation totaling \$11,871,089.22 from the State of South Carolina as appropriated by the American Rescue Plan Act of 2021; and

WHEREAS, the City received the first tranche of funding totaling \$5,935,544.61 in November 2021 with the second tranche expected in the fall of 2022; and

WHEREAS, City Council adopted Resolution 2022-12, obligated SLFRF funds for use between revenue loss replacement and investment in water and sewer infrastructure; and

WHEREAS, expenditure of SLFRF funds are required to be approved by City Council via resolution; and

WHEREAS, two projects have been identified and recommended for expenditure totaling \$3,965,004.22 as outlined in Appendix A; and

WHEREAS, with this expenditure, \$1,970,540.39 remain of the funds received and immediately available to the City and there remains a SLFRF balance of \$7,906,085.00 of total SLFRF funds for future expenditures.

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

1. Expenditures totaling \$3,965,004.22 are approved for projects and purposes listed in Appendix A.
2. The City will follow its adopted procurement ordinance as it relates to expenditure of SLFRF funds.
3. The City Administrator is authorized to execute such documents as necessary to enter into agreements and implement the projects as outlined in Appendix A.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF MARCH, 2022.

Briton S. Williams, Mayor

ATTEST:

Sharon Lamar, City Clerk

Expenditure Request #1						
Project	Amount	Fund	Expenditure Category	Description	Department	Beneficiary(ies)
Downtown Façade Improvement Program	\$30,000.00	Capital Projects Fund	Revenue Replacement, Provision of Government Services	Additional funding for the façade improvement program previously established in 2017.	Planning & Development	Residents, property owners, business owners
Southwest Interceptor Pipeline Rehab Project	\$3,935,004.22	Utilities Depreciation and Replacement	\$2,063,915 Revenue Replacement, Provision of Government Services \$1,871,089.22 Infrastructure, Clean Water: Centralized Wastewater Collection and Conveyance	Funding for rehabilitation of 22,299 feet of clay wastewater pipe and 59 brick manholes. See attached project summary for additional information.	Public Services (Utilities)	Residents, property owners
Total	\$3,965,004.22					

ARPA Expenditure Recommendations – January 31, 2022

Southwest Interceptor Pipeline Rehab Project

Background:

In the early 1950's the Department of Housing and Urban Development subsidized construction of 15 inch, 18-inch and 21-inch vitrified clay pipeline interceptors that nearly encompassed the entire city limits. The interceptor pipelines made way for development of residential subdivisions throughout various areas of the City. The City has three interceptors: Northeast, Southeast and Southwest. All have significant rehabilitation needs. The Southwest Interceptor has an imminent repair need for a portion of its span.

Project:

The Southwest Interceptor includes a combined total of 22,299 feet of 15, 18 and 21 inch clay pipe, and 59 brick manholes. The pipeline was constructed in 1950, from Georgia Avenue near the Thirteenth Street Bridge, parallel to the Savannah River, to West Martintown Road.

In 2014, the structural condition of 5,177 feet, or 23%, of the Southwest Interceptors pipeline was CCTV inspected from West Terrace to the Raw Water Intake near Riverview Park. Inspections identified several pipes with fractures at the crown of the pipeline along Pershing Drive between Alta Vista Avenue and Hammond's Ferry Road. The probable cost to rehabilitate the interceptor pipeline and manholes is estimated at \$3,932,862.



RESOLUTION NO. 2022-14
ACCEPTING A DEED OF DEDICATION FOR AN OFF-SITE SANITARY SEWER LINE
FROM HAVENWOOD CAMELIA, LP, ALONG WITH A MAINTENANCE
GUARANTEE AND CASH DEPOSIT

WHEREAS, Havenwood Camelia, LP constructed a 44 unit senior apartment development at 1541 Knox Avenue according to the requirements of the North Augusta Development Code and the City, and including an off-site sewer line; and

WHEREAS, pursuant to §5.6.5 of the North Augusta Development Code, the Director of Planning and Development and the City Engineer approved the site plan for Havenwood Camelia on July 6, 2020; and

WHEREAS, it is the policy of the City that, upon completion of the improvements associated with an approved site plan, the City may, following inspection by the City's Engineering Department, accept a deed of dedication for utility extensions for the purpose of ownership and maintenance when said deed is accompanied by a maintenance guarantee; and

WHEREAS, a maintenance guarantee and cash deposit accompany the deed, 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:

Fee simple title to all off-site sanitary sewer lines and apparatus located within the public right-of-way of Knox Avenue and Walker Avenue, as shown on a Sanitary Sewer As-Built Survey for Havenwood Camelia, LP prepared by Tripp Land Surveying, Inc., dated January 24, 2022.

BE IT FURTHER RESOLVED that a Maintenance Guarantee and Cash Deposit in the amount of \$1,200.00 are hereby accepted.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2022.

Briton S. Williams, Mayor

ATTEST:

Sharon Lamar, City Clerk

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

DEED OF DEDICATION
(Sanitary Sewer Line)

KNOW ALL MEN BY THESE PRESENTS, that **HAVENWOOD CAMELLIA, LP**, a South Carolina limited partnership ("Grantor"), for and in consideration of the payment of ONE AND NO/100 DOLLAR (\$1.00), paid by **THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA** ("Grantee"), with an address of 100 Georgia Avenue, North Augusta, South Carolina 29841, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released and by these presents does grant, bargain, sell, and release unto Grantee the following described property:

That certain sanitary sewer line, as depicted on Exhibit "A" attached hereto and by this reference incorporated herein, spanning from the existing sanitary sewer manhole, through sanitary sewer manholes (01), (02), and (03), and ending at sanitary sewer manhole (04).

TO HAVE AND TO HOLD all and singular the property before mentioned unto Grantee forever.

The terms "Grantor" and "Grantee" to include the plural as well as the singular, and heirs, legal representatives, successors and assigns, where the context so requires or admits. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantor and Grantee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

Date: February 28, 2022

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Witness #1

HAVENWOOD CAMELLIA, LP,
a South Carolina limited partnership

By: AIKEN HOUSING LC, LLC,
a South Carolina limited liability
company

Its: General Partner

By: [Signature]
Maxwell Elbe, Manager

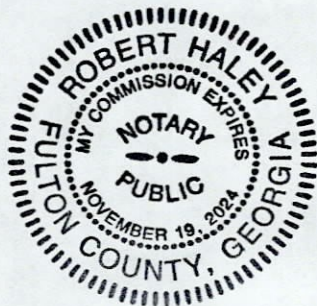
[Signature]
Notary/ Witness #2

STATE OF Georgia
COUNTY OF Fulton

ACKNOWLEDGMENT
S.C. §30-5-30
(EFFECTIVE JANUARY 1, 1995)

I, the undersigned authority, a Notary Public in and for the said County in said State, hereby certify Maxwell Elbe, as the Manager of Aiken Housing LC, LLC, a South Carolina limited liability company, as General Partner of Havenwood Camellia, LP, a South Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 28 day of February, 2022.



[Signature]
Notary Public for Georgia
My Commission Expires: 11/19/2024

EXHIBIT "A"

(See attached.)



THIS PLAT OR SURVEY IS INTENDED FOR THE SOLE USE OF THE NAMES LISTED HEREON, ANY OTHER USE IS STRICTLY PROHIBITED.

SURVEY NOTES:

- 1) THE FIELD SURVEY WAS COMPLETED: 1/24/2022

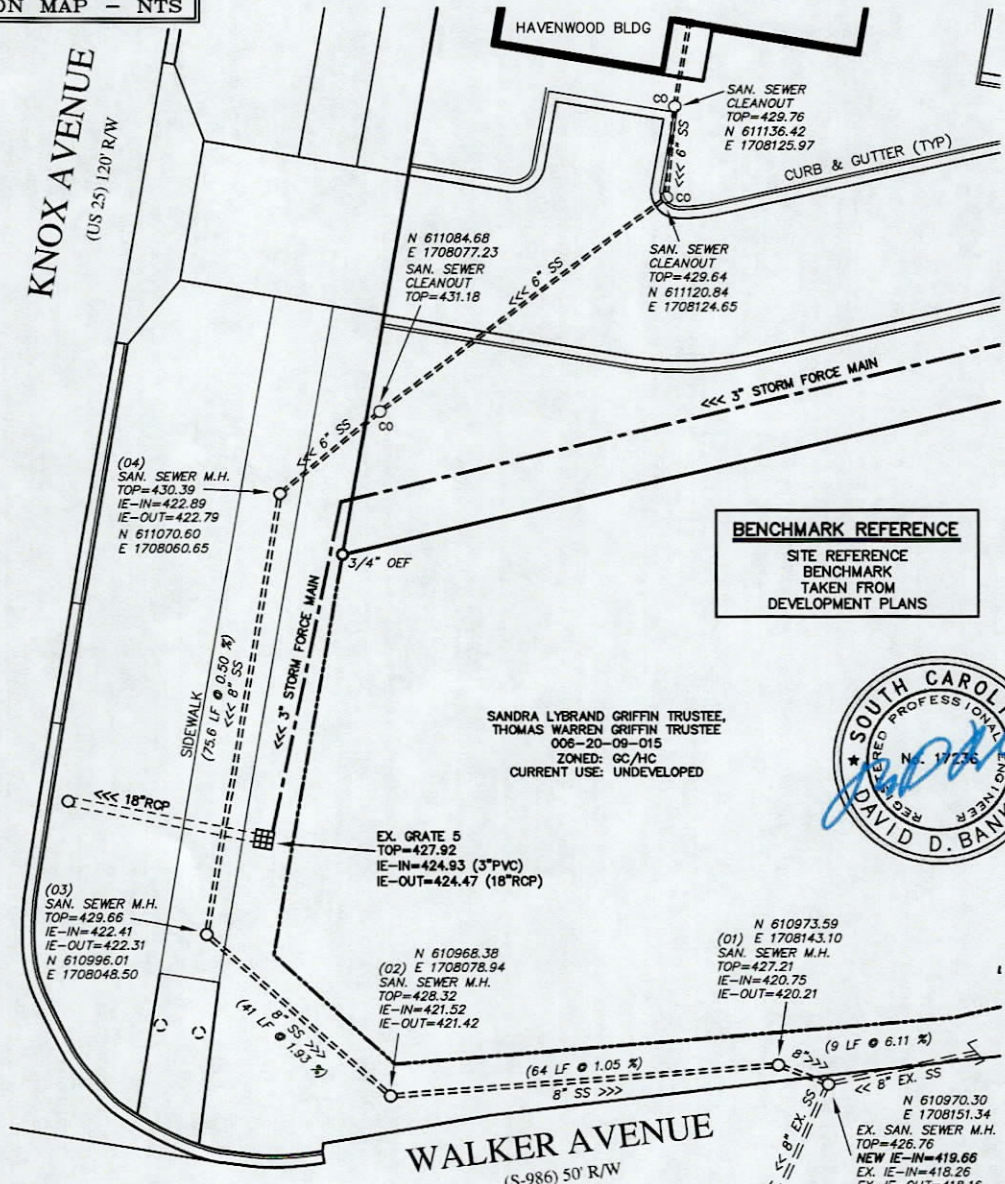
REFERENCES:

- 1) PROPERTY LINES SHOWN TAKEN FROM DEVELOPMENT DRAWINGS.
- 2) CURB SHOWN TAKEN FROM DEVELOPMENT DRAWINGS.



LOCATION MAP - NTS

KNOX AVENUE
(US 25) 120' R/W



BENCHMARK REFERENCE
SITE REFERENCE BENCHMARK TAKEN FROM DEVELOPMENT PLANS

SANDRA LYBRAND GRIFFIN TRUSTEE,
THOMAS WARREN GRIFFIN TRUSTEE
006-20-09-015
ZONED: GC/HC
CURRENT USE: UNDEVELOPED



1/24/2022

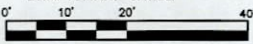
WALKER AVENUE
(S-986) 50' R/W

Sanitary Sewer As-Built Survey at:
HAVENWOOD CAMELLIA - SENIOR ADULT COMMUNITY
1501 KNOX AVENUE, NORTH AUGUSTA, SOUTH CAROLINA
prepared for:

HAVENWOOD CAMELLIA LP

Survey Requested by: Neely Page - Contractors South, Inc.

CITY OF NORTH AUGUSTA COUNTY OF AIKEN STATE OF SOUTH CAROLINA
SCALE: 1"=20' DRAFTSMAN: J.WJSZ DATE: 1/24/2022



PREPARED BY

Tripp Land Surveying, Inc.

© Tripp Land Surveying, Inc., All Rights Reserved Not For Use Without Expressed Written Permission
SOUTH CAROLINA #5120 REGISTERED LAND SURVEYOR GEORGIA #1860
"Surveying since 1964"

916 DOUGHERTY ROAD, AIKEN, SOUTH CAROLINA 29803-6515
VISIT OUR WEBSITE AT: www.TrippLS.com
BUS: (803) 642-5776 EMAIL: btripp@tripls.com FAX: (803) 649-5381

TECHNICAL INFO.

EQUIPMENT USED:
GEOMAX ZOOM90; CARLSON SURVEYOR2/SurVCE
GIS # 006-20-09-014
PROJECT: # 20254
PATH: J:\CS\2020\20254N-Havenwood-Pond_Sewer-Asbuilt.DWG
FIELD BK. 496/59, 61, 63
TLS JOB # 20254N1.012

LEGEND

- (All Prop. Corners Measured Inside Dia.)
- ⊙ #5 RBS 5/8" REINF. BAR SET/CAP
- ⊙ #5 RBF 5/8" REINF. BAR FOUND
- ⊙ P.P. POWER POLE
- P.L. PROPERTY LINE
- ⊠ CMF CONC. MONUMENT FOUND
- ⊠ OEF OPEN END PIPE FOUND
- ⊠ CTF CRIMPED TOP PIPE FOUND
- NOT TO SCALE
- ADJ. PROPERTY LINE
- CENTERLINE
- D.B. DEED BOOK
- P.B. PLAT BOOK
- M.B. OR VOL. MISCELLANEOUS BOOK
- ⊠ F.H. FIRE HYDRANT
- ⊠ C.P. COMPUTED POINT
- ⊠ CO o SAN. SEWER CLEANOUT
- ⊠ SAN. M.H. SANITARY MANHOLE
- (150') PLAT/DEED REFERENCE
- S.P.C. STATE PLANE COORDINATES

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

**AFFIDAVIT FOR EXEMPT
TRANSFERS**

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. The property being transferred is a portion of that certain sanitary sewer line, as depicted on the "Sanitary Sewer As-Built Survey for Havenwood Camellia, LP" located in North Augusta, Aiken County, South Carolina being transferred by Havenwood Camellia, LP, a South Carolina limited partnership to The City of North Augusta, South Carolina on February 28, 2022.
3. The deed is **EXEMPT** from the deed recording fee because of Exemption #2.
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as **Grantor**.
5. 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 than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this 28 day of February, 2022

HAVENWOOD CAMELLIA, LP,
a South Carolina limited partnership

By: Aiken Housing LC, LLC,
a South Carolina limited liability
company

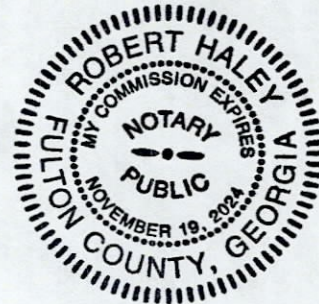
Its: General Partner

Name: Max Elbe
Maxwell Elbe

Title: Manager

[Signature]
Notary Public for State of South Carolina - Georgia
Print Name: Robert Haley
My Commission Expires: 11/19/2024

[PLACE SEAL HERE, IF REQUIRED BY STATE LAW]



INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. "Family" means the grantor, the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of them, and the grantor's and grantor's spouse's heirs under a statute of descent and distribution. A "family partnership" or "family trust" also includes charitable entities, other family partnerships and family trusts of the grantor, and charitable remainder and charitable lead trusts, if all the beneficiaries are charitable entities or members of the grantor's family. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim used to confirm title vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

MAINTENANCE GUARANTEE

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

PROJECT NAME:	Havenwood Camelia Off-Site Sanitary Sewer Line
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DEVELOPER/OWNER:	Havenwood Camelia, LP
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DATE OF SITE PLAN APPROVAL:	July 6, 2020
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WHEREAS, Havenwood Camelia, LP submitted a site plan prepared by Southern Partners, Inc., dated February 18, 2020, last revised July 2, 2020, to construct Havenwood Camelia, a senior adult community located at 1501 Knox Avenue, North Augusta, North Augusta, County and State aforesaid; and

WHEREAS, the Director of Planning and Development and the City Engineer gave final approval to the minor site plan on July 6, 2020; and

WHEREAS, the City Engineer has inspected the infrastructure improvements 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, 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 constructed infrastructure improvements, in accordance with the requirements of §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 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. Sanitary sewer line;

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 City's acceptance of this maintenance agreement, the improvements will not fail, for any reason, with the exception of force majeure;
- B. The Developer has submitted a cash deposit in the amount of \$1,200 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 cash deposit, 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 against the cash deposit provided for herein;
- B. The City may make claim against the full amount of the cash deposit, 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 cash deposit 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.

IN WITNESS WHEREOF, Havenwood Camelia, LP has caused these presents to be executed this 25th day of January, 2022.

Shelly Brown
WITNESS

By: Collin R. Conroy
Print Name: Collin R. Conroy

Sila Williams
WITNESS

ACCEPTED THIS 1st DAY OF February, 2022.

City of North Augusta

Shaun Lamar
WITNESS

By: James S. Clifford
James S. Clifford
City Administrator

[Signature]
WITNESS