



DISCUSSION ITEMS FOR MARCH 6, 2023 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 3, 2023
SUBJECT: Regular City Council Meeting of March 6, 2023

REGULAR COUNCIL MEETING

OLD BUSINESS

ITEM 5. ECONOMIC DEVELOPMENT: Ordinance No. 2023-01 to Authorize the City to Enter into a Second Amendment to the Master Development Agreement of March 15, 2017 for North Augusta Riverside Village – Second Reading

An ordinance has been prepared for Council’s consideration to Authorize the City to Enter into a Second Amendment to the Master Development Agreement of March 15, 2017 for North Augusta Riverside Village – Second Reading.

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

ITEM 6. ENGINEERING & PUBLIC WORKS: Ordinance No. 2023-02 Authorizing a Restructuring of Personnel for the Department of Streets & Drains Subsequent to Department Vacancies Resulting from Retirements and Resignations – Second Reading

An ordinance has been prepared for Council’s consideration Authorizing a Restructuring of Personnel for the Department of Streets & Drains Subsequent to Department Vacancies Resulting from Retirements and Resignations – Second Reading.

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

NEW BUSINESS

ITEM 7. ANNEXATION: Ordinance No. 2023-03 To Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ± 0.25 Acres of Property Located on Gentry Ln and Owned by Adams Brothers, LLC – First Reading

An ordinance has been prepared for Council’s consideration to Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ± 0.25 Acres of Property Located on Gentry Ln and Owned by Adams Brothers, LLC – First Reading.

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

ITEM 8. ANNEXATION: Ordinance No. 2023-04 To Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ± 0.29 Acres of Property Located on Gentry Ln and Owned by Adams Brothers, LLC – First Reading

An ordinance has been prepared for Council's consideration to Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ± 0.25 Acres of Property Located on Gentry Ln and Owned by Adams Brothers, LLC – First Reading.

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

ITEM 9. ANNEXATION: Ordinance No. 2023-05 To Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ± 0.42 Acres of Property Located on E. Buena Vista Ave and Owned by Lawrence and Karen Graham – First Reading

An ordinance has been prepared for Council's consideration to Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ± 0.42 Acres of Property Located on E. Buena Vista Ave and Owned by Lawrence and Karen Graham; Ordinance – First Reading.

Please see ATTACHMENT #9 for a copy of the proposed ordinance.

ITEM 10. ANNEXATION: Ordinance No. 2023-06 To Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ± 0.39 Acres of Property Located on E. Buena Vista Ave and Owned by Adams Brothers, LLC – First Reading

An ordinance has been prepared for Council's consideration to Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ± 0.39 Acres of Property Located on E. Buena Vista Ave and Owned by Adams Brothers, LLC; Ordinance – First Reading.

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

ITEM 11. ANNEXATION: Ordinance No. 2023-07 To Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ± 0.24 Acres of Property Located on E. Buena Vista Ave and Owned by Adams Brothers, LLC – First Reading

An ordinance has been prepared for Council's consideration to Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ± 0.24 Acres of Property Located on E. Buena Vista Ave and Owned by Adams Brothers, LLC; Ordinance – First Reading.

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

ITEM 12. ADMINISTRATION: Resolution No. 2023-10 Authorization for City Administrator to Consent to Deed of Correction Related to Conservation Easement and Declaration of Restrictions and Covenants Entered into by the City on November 18, 2013

A resolution has been prepared for Council's consideration for Authorization for City Administrator to Consent to Deed of Correction Related to Conservation Easement and Declaration of Restrictions and Covenants Entered into by the City on November 18, 2013.

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

ORDINANCE NO. 2023-01

TO AUTHORIZE THE CITY TO ENTER INTO A SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT OF MARCH 15, 2017 FOR NORTH AUGUSTA RIVERSIDE VILLAGE

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

WHEREAS, the City (1) adopted Ordinance 2022-04 on March 7, 2022 approving (a) the extension of the term of the Development Agreement for a period of one year and (b) the execution of the First Amendment (defined herein), (2) executed and delivered a First Amendment to Master Development Agreement dated March 15, 2022 (the “First Amendment”) entered into among the City and the various other parties named therein, extending the term of the Development Agreement for a period of one year through March 15, 2023, and (3) recorded the First Amendment with the Register of Mesne Conveyance of Aiken County, South Carolina on June 23, 2022 in Book 5029 at Pages 963-979;

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;

WHEREAS, the South Carolina Local Government Development Agreement Act, the Act under which the Development 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 additional (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 Development Agreement for an additional one (1) year period which results in a termination date of the Development Agreement of March 15, 2024.
- II. The Second 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 and take all such other actions with respect thereto as shall be required to carry out the Second Amendment and extension of the original term of the Development Agreement.
- 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 _____ 2023.

First Reading: February 6, 2023

Second Reading: _____

Briton S. Williams, Mayor

Attest:

Jamie Paul, City Clerk

Exhibit A

Form of Second Amendment to Master Development Agreement

SECOND 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, 2023

**SECOND AMENDMENT TO
MASTER DEVELOPMENT AGREEMENT**

This Second Amendment to Master Development Agreement (this “*Amendment*”) is made and entered into as of March 15, 2023 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 second 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, 2024, 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]

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of March 15, 2023.

**CITY OF NORTH AUGUSTA,
SOUTH CAROLINA**

Witness

By: _____
Briton S. Williams, Mayor

Witness

State of _____
County of _____

I, _____, do hereby certify that Briton S. Williams, as Mayor of the City of North Augusta, South Carolina personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**GREENSTONE HAMMOND'S FERRY,
LLC**, a South Carolina limited liability
company

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Greenstone Hammond's Ferry, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**ACKERMAN GREENSTONE NORTH
AUGUSTA, LLC**, a Georgia limited liability
company

Witness

By: _____
Donald K. Miller, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Donald K. Miller, as Manager of Ackerman Greenstone North Augusta, LLC, a Georgia limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

GRAYBUL IRONWOOD, LLC, a Delaware
limited liability company

Witness

By: _____
[Name], [Title]

Witness

State of _____
County of _____

I, _____, do hereby certify that [Name], as [Title] of GrayBul Ironwood, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**GREENSTONE HENDON RIVERSIDE
VILLAGE, LLC**, a Georgia limited
liability company

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Greenstone Hendon Riverside Village, LLC, a Georgia limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**HAMMONDS FERRY COMMERCIAL
I, LLC**, a Georgia limited liability company

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Hammonds Ferry Commercial I, LLC, a Georgia limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**RIVERSIDE VILLAGE B OWNER,
LLC**, a South Carolina limited liability
company

By: _____
Christian B. Schoen, Manager

Witness

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Riverside Village B Owner, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**RIVERSIDE VILLAGE C OWNER,
LLC**, a South Carolina limited liability
company

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Riverside Village C Owner, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**RIVERSIDE VILLAGE D OWNER,
LLC**, a South Carolina limited liability
company

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Riverside Village D Owner, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**RIVERSIDE VILLAGE G OWNER,
LLC**, a South Carolina limited liability
company

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Riverside Village G Owner, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**RIVERSIDE VILLAGE H OWNER,
LLC**, a South Carolina limited liability
company

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Riverside Village H Owner, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**RIVERSIDE VILLAGE I OWNER,
LLC**, a South Carolina limited liability
company

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Riverside Village I Owner, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

SIGNATURE PAGE

**RIVERSIDE VILLAGE K OWNER,
LLC**, a South Carolina limited liability
company

Witness

By: _____
Christian B. Schoen, Manager

Witness

State of _____
County of _____

I, _____, do hereby certify that Christian B. Schoen, as Manager of Riverside Village K Owner, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

By: _____
Notary Public

My commission expires on: _____

[SEAL]

EXHIBIT A TO MASTER DEVELOPMENT AGREEMENT

**Owners of Riverside Village Property as of March 15, 2023
other than
Hotel Developer, the Apartment Owner, Greenstone**

Greenstone Hendon Riverside Village, LLC, a Georgia limited liability company
Hammonds Ferry Commercial I, LLC, a Georgia limited liability company
Riverside Village B Owner LLC, a South Carolina limited liability company
Riverside Village C Owner LLC, a South Carolina limited liability company
Riverside Village D Owner LLC, a South Carolina limited liability company
Riverside Village G Owner LLC, a South Carolina limited liability company
Riverside Village H Owner LLC, a South Carolina limited liability company
Riverside Village I Owner LLC, a South Carolina limited liability company
Riverside Village K Owner LLC, a South Carolina limited liability company

ORDINANCE NO. 2023-02
AUTHORIZING A RESTRUCTURING OF PERSONNEL FOR THE DEPARTMENT OF STREETS & DRAINS SUBSEQUENT TO DEPARTMENT VACANCIES RESULTING FROM RETIREMENTS AND RESIGNATIONS

WHEREAS, in accordance with the Laws of South Carolina, and the Ordinance of the City of North Augusta, the City Administrator prepared and submitted to the City Council a Balanced Budget for the budget year beginning on January 1, 2023, and ending on December 31, 2023 which was adopted November 7, 2022; and

WHEREAS, the City has determined that a restructuring of personnel for the Department of Streets & Drains is necessary to expand upon opportunities resulting from department vacancies from retirements and resignations and to provide opportunitites for succession within the department; and

WHEREAS, this restructuring is to be done within the authorized total appropriations for personal services expenses of the Department of Streets & Drains as adopted by City Council on November 7, 2022.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED AND BY THE AUTHORITY THEREOF, THAT:

Section I. The City Council hereby authorizes a restructuring of personnel for the Department of Streets & Drains as follows with proposed Department of Streets & Drains organizational chart attached as Exhibit A:

Division	Current Position	Current Grade	Proposed Position	Proposed Grade
10-4220/Streets & Drains	Superintendent	27	No Change	27
	Foreman	13	Supervisor	18
	Foreman	13	No Change	13
	Vehicle Operator III	10	No Change	10
	Heavy Equipment Operator	9	No Change	9
	Heavy Equipment Operator	9	No Change	9
	Trades Worker	8	No Change	8
	Trades Worker	8	No Change	8
	Trades Worker	8	No Change	8
	Laborer	4	No Change	4
Laborer	4	No Change	4	

Section II. That in all other respects, except as hereby and heretofore restructured, the budgeted positions for the City of North Augusta for the fiscal year beginning January 1, 2023, and ending December 31, 2023, shall remain in full force and effect.

Section III. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 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 FEBRUARY, 2023.

First Reading _____

Briton S. Williams, Mayor

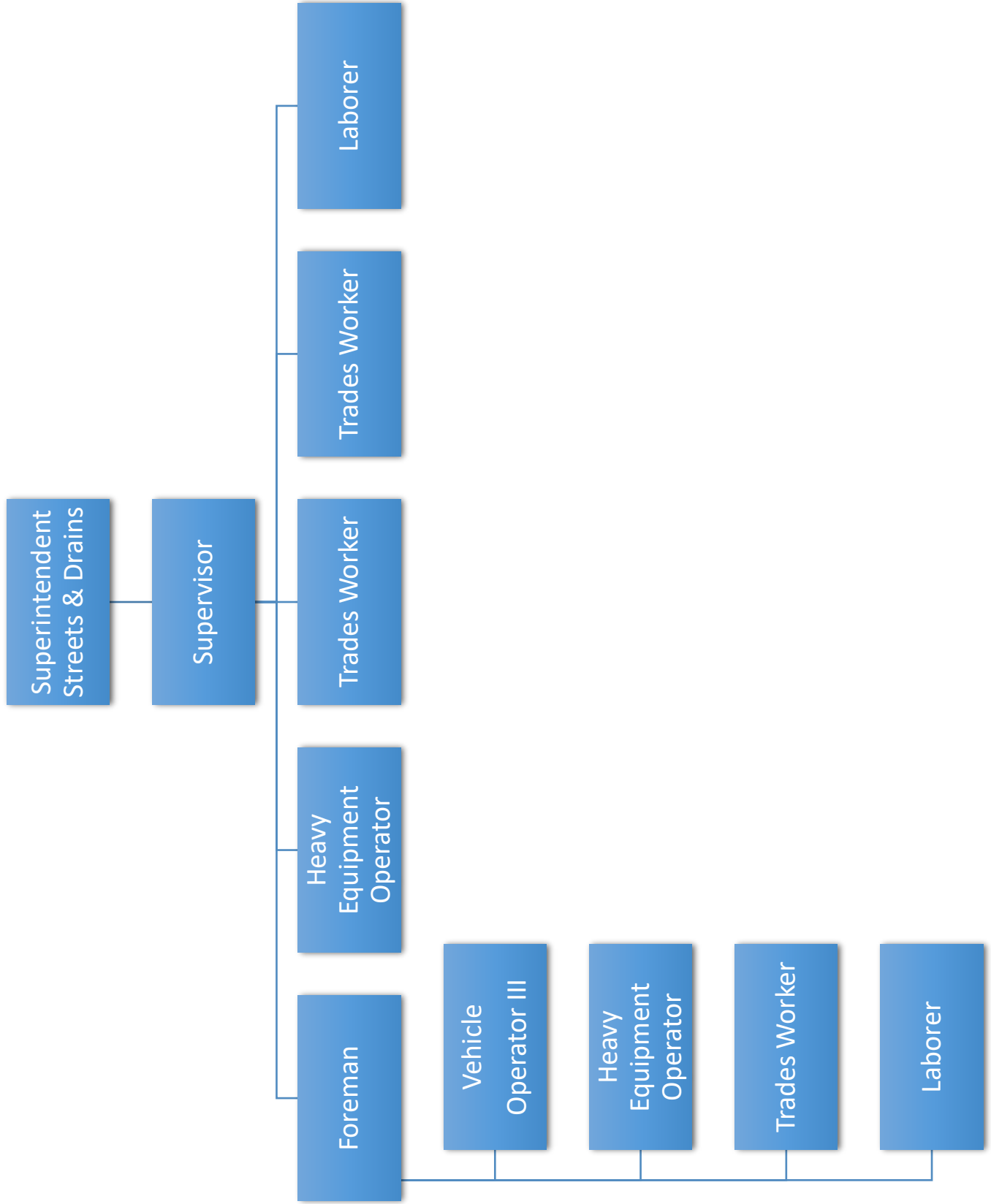
Second Reading _____

ATTEST:

Jamie Paul, City Clerk

EXHIBIT A

Proposed Streets & Drains Organization 2023



ORDINANCE NO. 2023-03
TO CHANGE THE CORPORATE LIMITS
OF THE CITY OF NORTH AUGUSTA
BY ACCEPTING THE PETITION REQUESTING ANNEXATION BY THE LANDOWNERS
AND ANNEXING ± 0.25 ACRES OF PROPERTY LOCATED
ON GENTRY LN AND OWNED BY
ADAMS BROTHERS, LLC

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

WHEREAS, the Mayor and City Council of the City of North Augusta, have reviewed the petition of the landowners requesting that their property be annexed into the City and determined that such Petition should be accepted and the property annexed into the City; and

WHEREAS, the property is situated within the area of the North Augusta 2021 Comprehensive Plan and recommended for Commercial Retail by that plan as specified in the Land Use Element.

WHEREAS, the annexation request and zoning classification has been reviewed by the Planning Commission which has recommended annexation of the property with ± 0.25 acres to be zoned R-7 Small Lot, Single-Family Residential.

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 Petition of the landowners is accepted and the following described property shall be annexed into the City of North Augusta:

A parcel of land, with all improvements thereon, being in the County of Aiken containing ± 0.25 acres and appearing on that plat prepared and recorded in the Office of the Register Mesne Conveyance Aiken County in Record Book 64 at page 357, including all adjacent right-of-way.

Tax Map & Parcel No.: 013-13-14-002

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

- II. The zoning classification shall be ± 0.25 acres as R-7 Small Lot, Single-Family Residential
- 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 MARCH, 2023.

First Reading _____

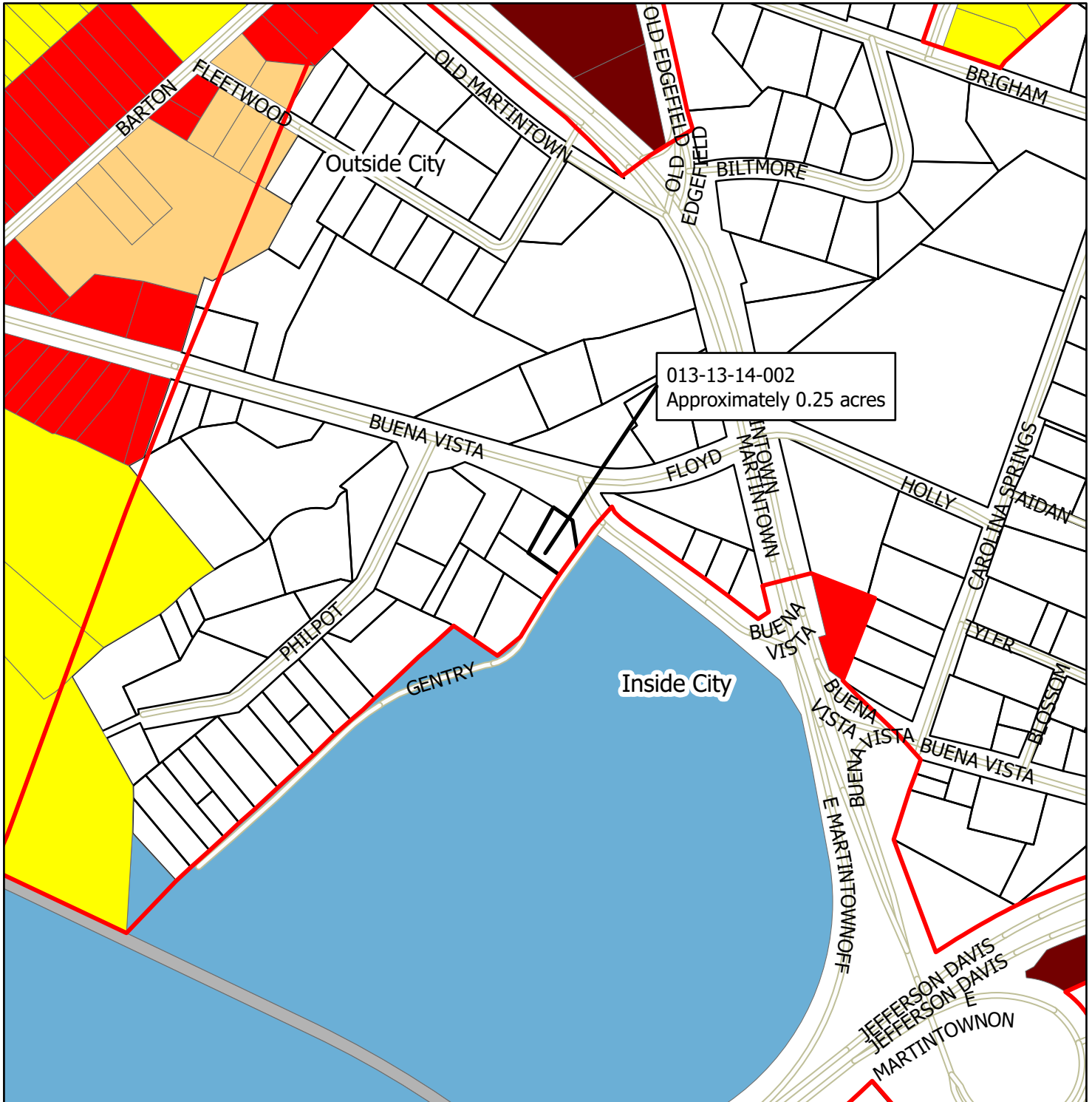
Second Reading _____

Briton S. Williams, Mayor

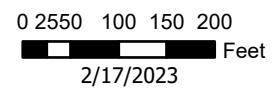
ATTEST:

Jamie Paul, City Clerk

EXHIBIT A



ANX23-003
MAP OF PROPERTY
SOUGHT TO BE ANNEXED
TO THE CITY OF NORTH AUGUSTA



ORDINANCE NO. 2023-04
TO CHANGE THE CORPORATE LIMITS
OF THE CITY OF NORTH AUGUSTA
BY ACCEPTING THE PETITION REQUESTING ANNEXATION BY THE LANDOWNERS
AND ANNEXING ± 0.29 ACRES OF PROPERTY LOCATED
ON GENTRY LN AND OWNED BY
ADAMS BROTHERS, LLC

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

WHEREAS, the Mayor and City Council of the City of North Augusta, have reviewed the petition of the landowners requesting that their property be annexed into the City and determined that such Petition should be accepted and the property annexed into the City; and

WHEREAS, the property is situated within the area of the North Augusta 2021 Comprehensive Plan and recommended for Commercial Retail by that plan as specified in the Land Use Element.

WHEREAS, the annexation request and zoning classification has been reviewed by the Planning Commission which has recommended annexation of the property with ± 0.29 acres to be zoned R-7 Small Lot, Single-Family Residential.

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 Petition of the landowners is accepted and the following described property shall be annexed into the City of North Augusta:

A parcel of land, with all improvements thereon, being in the County of Aiken containing ± 0.29 acres and appearing on that plat prepared and recorded in the Office of the Register Mesne Conveyance Aiken County in Record Book 64 at page 357, including all adjacent right-of-way.

Tax Map & Parcel No.: 013-13-14-003

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

- II. The zoning classification shall be ± 0.29 acres as R-7 Small Lot, Single-Family Residential
- 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 MARCH, 2023.

First Reading _____

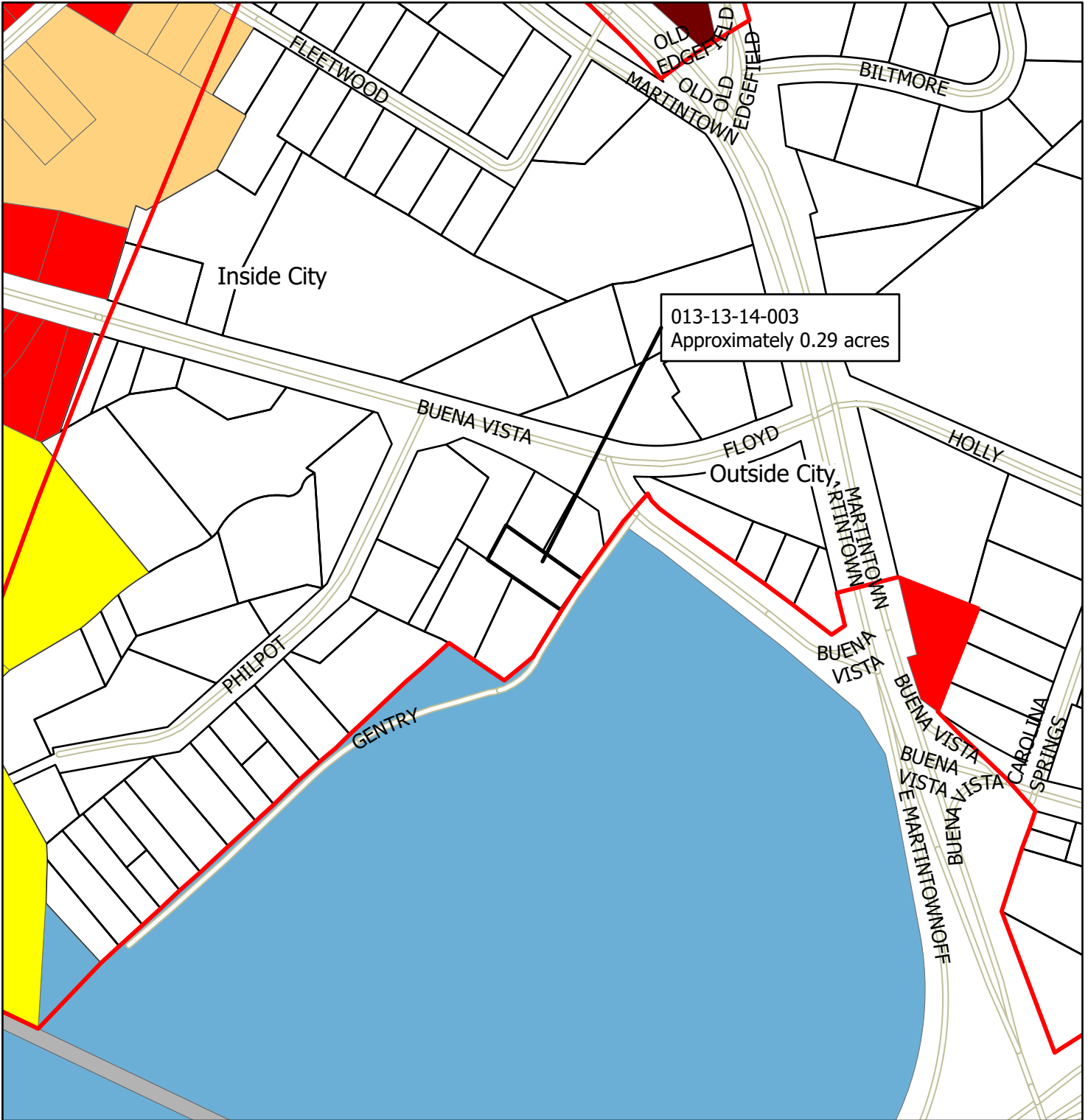
Briton S. Williams, Mayor

Second Reading _____

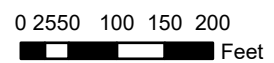
ATTEST:

Jamie Paul, City Clerk

EXHIBIT A



ANX23-004
MAP OF PROPERTY
SOUGHT TO BE ANNEXED
TO THE CITY OF NORTH AUGUSTA



2/17/2023



ORDINANCE NO. 2023-05
TO CHANGE THE CORPORATE LIMITS
OF THE CITY OF NORTH AUGUSTA
BY ACCEPTING THE PETITION REQUESTING ANNEXATION BY THE LANDOWNERS
AND ANNEXING ± 0.42 ACRES OF PROPERTY LOCATED
ON E. BUENA VISTA AVE AND OWNED BY
LAWRENCE AND KAREN GRAHAM

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

WHEREAS, the Mayor and City Council of the City of North Augusta, have reviewed the petition of the landowners requesting that their property be annexed into the City and determined that such Petition should be accepted and the property annexed into the City; and

WHEREAS, the property is situated within the area of the North Augusta 2021 Comprehensive Plan and recommended for Commercial Retail by that plan as specified in the Land Use Element.

WHEREAS, the annexation request and zoning classification has been reviewed by the Planning Commission which has recommended annexation of the property with ±0.42 acres with the zoning classification of General Commercial, GC. .

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 Petition of the landowners is accepted and the following described property shall be annexed into the City of North Augusta:

A parcel of land, with all improvements thereon, being in the County of Aiken containing ± 0.42 acres and appearing on that plat prepared and recorded in the Office of the Clerk of Court for Aiken County in Record Book 64 at page 453, including all adjacent right-of-way.

Tax Map & Parcel No.: 007-16-07-016

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

- II. The zoning classification shall be ± 0.42 acres as GC, General Commercial, as shown on a map identified as “Exhibit B” titled “727 E Buena Vista Ave.”
- 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 MARCH, 2023.

First Reading _____

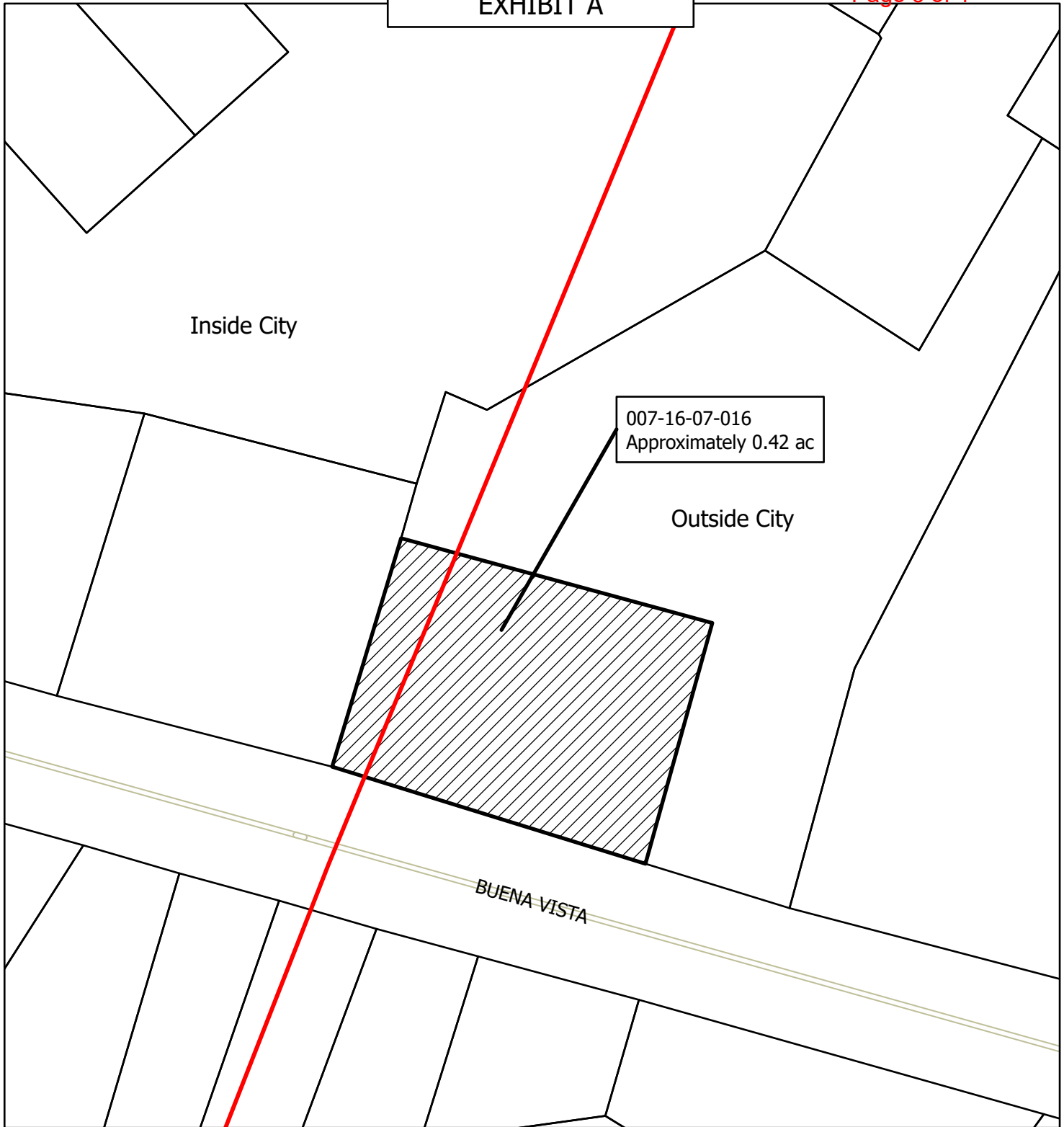
Briton S. Williams, Mayor

Second Reading _____

ATTEST:

Jamie Paul, City Clerk

EXHIBIT A



ANX22-003
MAP OF PROPERTY
SOUGHT TO BE ANNEXED
TO THE CITY OF NORTH AUGUSTA

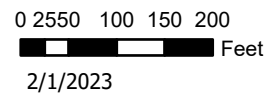
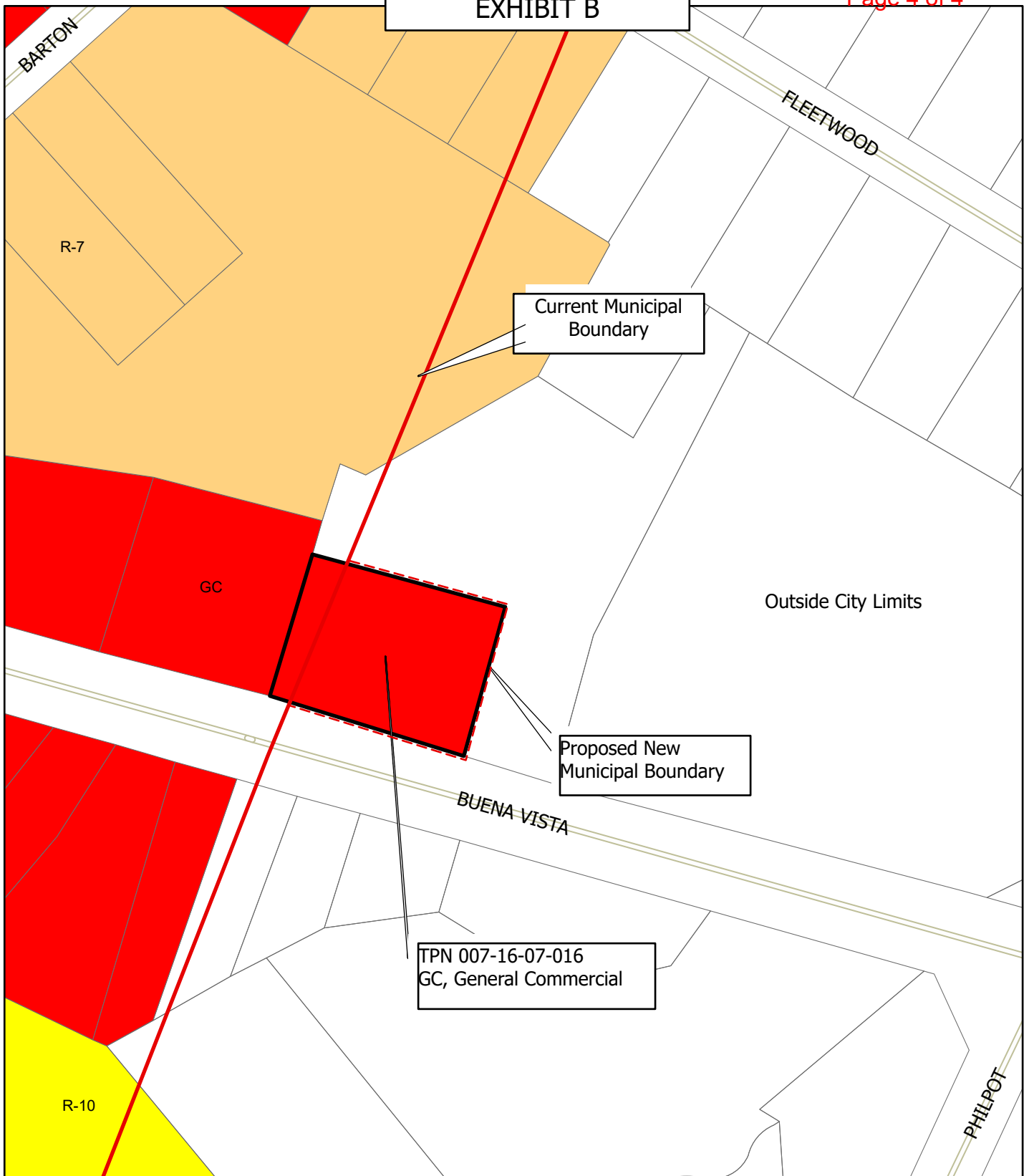
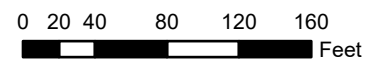


EXHIBIT B



ANX22-003
ZONING OF PROPERTY
SOUGHT TO BY ANNEXED
TO THE CITY OF NORTH AUGUSTA



12/21/2022



ORDINANCE NO. 2023-06
TO CHANGE THE CORPORATE LIMITS
OF THE CITY OF NORTH AUGUSTA
BY ACCEPTING THE PETITION REQUESTING ANNEXATION BY THE LANDOWNERS
AND ANNEXING ± 0.39 ACRES OF PROPERTY LOCATED
ON E. BUENA VISTA AVE AND OWNED BY
ADAMS BROTHERS, LLC

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

WHEREAS, the Mayor and City Council of the City of North Augusta, have reviewed the petition of the landowners requesting that their property be annexed into the City and determined that such Petition should be accepted and the property annexed into the City; and

WHEREAS, the property is situated within the area of the North Augusta 2021 Comprehensive Plan and recommended for Commercial Retail by that plan as specified in the Land Use Element.

WHEREAS, the annexation request and zoning classification has been reviewed by the Planning Commission which has recommended annexation of the property with ± 0.39 acres to be zoned R-7 Small Lot, Single-Family Residential.

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 Petition of the landowners is accepted and the following described property shall be annexed into the City of North Augusta:

A parcel of land, with all improvements thereon, being in the County of Aiken containing ± 0.39 acres and appearing on that plat prepared and recorded in the Office of the Register Mesne Conveyance Aiken County in Record Book 64 at page 357, including all adjacent right-of-way.

Tax Map & Parcel No.: 007-16-12-004

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

- II. The zoning classification shall be ± 0.39 acres as R-7 Small Lot, Single-Family Residential
- 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 MARCH, 2023.

First Reading _____

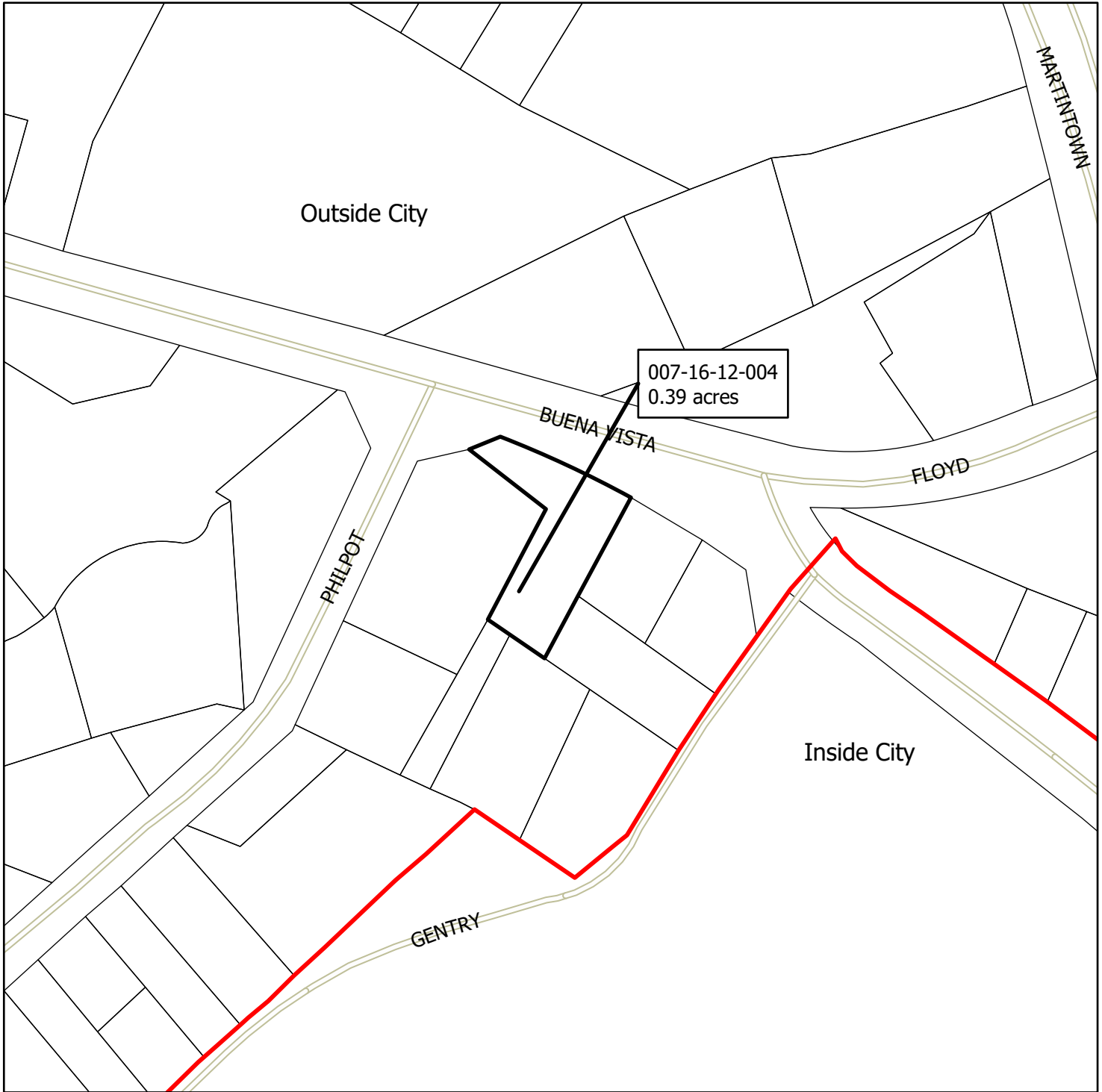
Second Reading _____

Briton S. Williams, Mayor

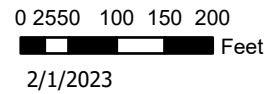
ATTEST:

Jamie Paul, City Clerk

EXHIBIT A



ANX23-001
MAP OF PROPERTY
SOUGHT TO BE ANNEXED
TO THE CITY OF NORTH AUGUSTA



ORDINANCE NO. 2023-07
TO CHANGE THE CORPORATE LIMITS
OF THE CITY OF NORTH AUGUSTA
BY ACCEPTING THE PETITION REQUESTING ANNEXATION BY THE LANDOWNERS
AND ANNEXING ± 0.24 ACRES OF PROPERTY LOCATED
ON E. BUENA VISTA AVE AND OWNED BY
ADAMS BROTHERS, LLC

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

WHEREAS, the Mayor and City Council of the City of North Augusta, have reviewed the petition of the landowners requesting that their property be annexed into the City and determined that such Petition should be accepted and the property annexed into the City; and

WHEREAS, the property is situated within the area of the North Augusta 2021 Comprehensive Plan and recommended for Commercial Retail by that plan as specified in the Land Use Element.

WHEREAS, the annexation request and zoning classification has been reviewed by the Planning Commission which has recommended annexation of the property with ± 0.24 acres to be zoned R-7 Small Lot, Single-Family Residential.

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 Petition of the landowners is accepted and the following described property shall be annexed into the City of North Augusta:

A parcel of land, with all improvements thereon, being in the County of Aiken containing ± 0.24 acres and appearing on that plat prepared and recorded in the Office of the Register Mesne Conveyance Aiken County in Record Book 64 at page 357, including all adjacent right-of-way.

Tax Map & Parcel No.: 013-13-14-001

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

- II. The zoning classification shall be ± 0.24 acres as R-7 Small Lot, Single-Family Residential
- 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 MARCH, 2023.

First Reading _____

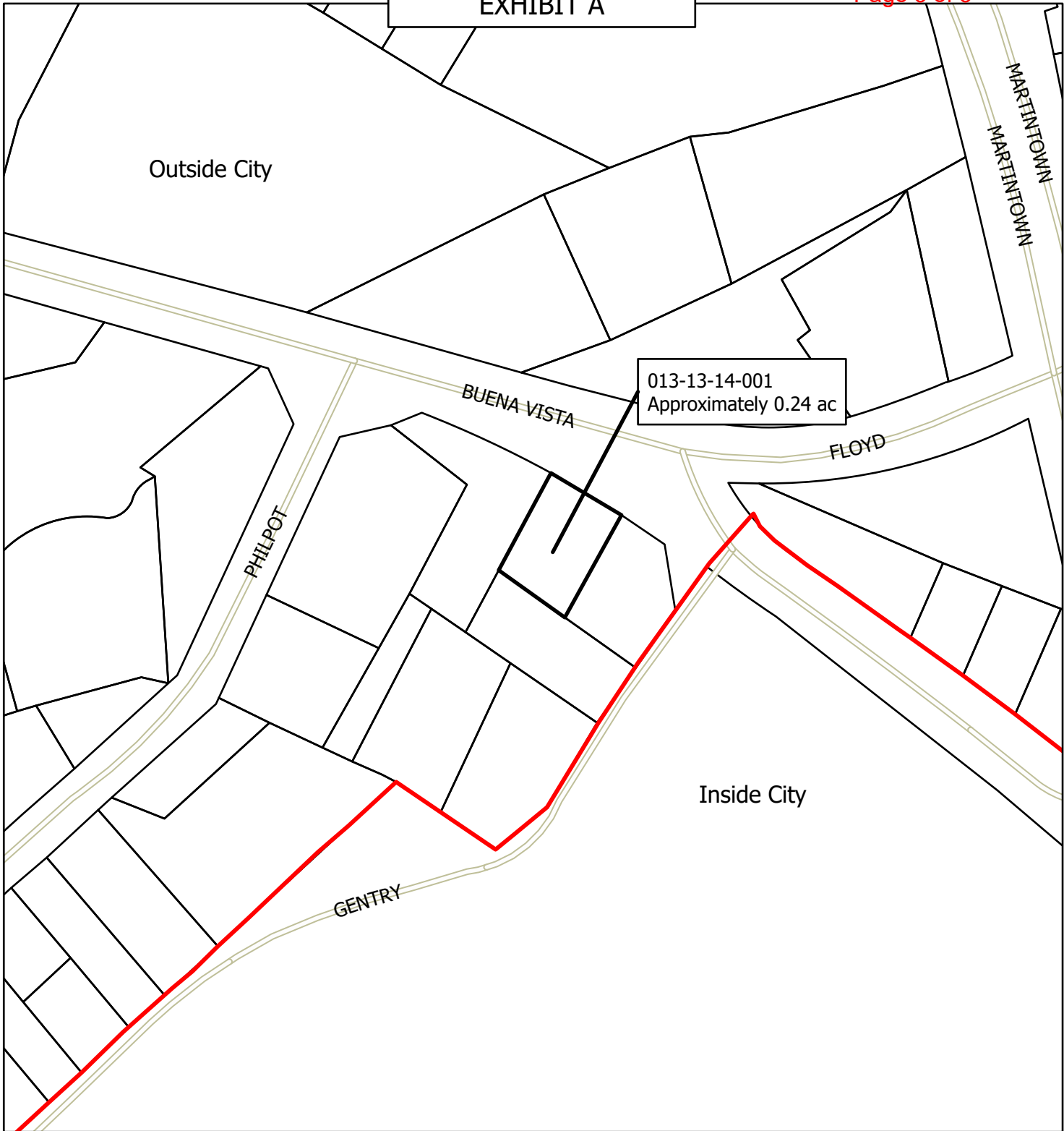
Second Reading _____

Briton S. Williams, Mayor

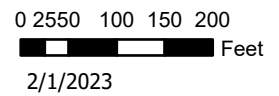
ATTEST:

Jamie Paul, City Clerk

EXHIBIT A



ANX23-002
MAP OF PROPERTY
SOUGHT TO BE ANNEXED
TO THE CITY OF NORTH AUGUSTA



RESOLUTION NUMBER 2023-10
AUTHORIZATION FOR CITY ADMINISTRATOR TO CONSENT TO DEED OF
CORRECTION RELATED TO CONSERVATION EASEMENT AND
DECLARATION OF RESTRICTIONS AND COVENANTS ENTERED INTO BY
THE CITY ON NOVEMBER 18, 2013

WHEREAS, the City entered into an Agreement with DWT Properties, LLC, a Georgia Limited Liability Company in November of 2013 that referred to a Conservation Easement in the amount of 175.88 acres; and,

WHEREAS, the Agreement was authorized by Resolution No. 2013-33 of the City of North Augusta that was approved by Council on the 18th day of November, 2013; and,

WHEREAS, the Resolution authorized the City Administrator to execute such documents as necessary to complete the matter; and,

WHEREAS, the City has been contacted by representatives of DWT Properties, LLC requesting that the City agree to a corrective Deed of Conservation Easement and Declarations of Restrictions and Covenants to reflect the proper acreage of 164.71; and,

WHEREAS, the corrected deed refers to a plat dated July 3, 2012 that specifically shows the 164.71 acres; and,

WHEREAS, plats referred to in the original Declaration showed the 164.71 acres; and,

WHEREAS, the Council has determined that it would be appropriate to consent to this corrective deed.

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 the City Administrator is specifically authorized to execute the document attached hereto, Marked Exhibit "A" and referred to by reference, such document titled Correction to Conservation Easement and Declaration of Restrictions and Covenants.

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

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

STATE OF SOUTH CAROLINA

COUNTY OF EDGEFIELD

Cross Reference: OR Book 1458, pages 265-331

**CORRECTION TO CONSERVATION EASEMENT AND
DECLARATION OF RESTRICTIONS AND COVENANTS**

THIS CORRECTION TO CONSERVATION EASEMENT AND DECLARATION OF RESTRICTS AND COVENANTS (this “**Corrective Deed**”) is made this ____ day of March, 2023, to be effective November 18, 2013 (“Effective Date”) by and between DWT PROPERTIES, LLC, a Georgia limited liability company, whose address is 725 Greene Street, Augusta, Georgia 30901 (“**Grantor**”), to THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA (“**City**”), a South Carolina city having an address of 100 Georgia Avenue, North Augusta, South Carolina 29841 (“**Grantee**”). (The words "Grantor" and "Grantee" to include any respective successors and assigns where the context requires or permits.)

WHEREAS, Grantor was the owner in fee simple of certain real property consisting of approximately 164.71 acres located predominantly in Edgefield County, South Carolina (with a very small corner parcel on the east side, fronting on Gregory Lake Road, apparently lying in Aiken County, South Carolina), formerly known as “North Augusta Golf Club,” as more particularly shown and described on the plat attached hereto as Exhibit A and incorporated herein by this reference (the “**Property**”);

WHEREAS, Grantor did grant to Grantee that certain Conservation Easement and Declaration of Restrictions and Covenants by and between the parties hereto, dated November 18, 2013, filed December 10, 2013, recorded in OR Book 1458, pages 265-331, Edgefield County, South Carolina. which land is shown and described in Exhibit A attached hereto (hereinafter, the “**Conservation Easement**”), to assure, among other things, that all of the Property of approximately 164.71 acres, as more particularly shown and described on Exhibit A attached hereto and incorporated herein by this reference, will be conserved, maintained, and preserved in perpetuity in its natural, scenic, and open condition and be restricted from any development that would impair or interfere with the Conservation Values as set forth in the Conservation Easement, all pursuant to the terms of the Conservation Easement;

WHEREAS, at the time of the grant of the Conservation Easement, it was, and it still is, the intent of Grantor and Grantee for the Conservation Easement, in terms and effect, to qualify as a qualified conservation contribution under Section 170 of the Internal Revenue Code and applicable regulations;

WHEREAS, the Conservation Easement was duly recorded on December 10, 2013, in OR Book 1458, pages 265-331, Edgefield County, South Carolina;

WHEREAS, in order to assure that the above stated intent of Grantor and Grantee is effected, the parties do desire to correct the legal description of the Property conveyed in the Conservation Easement and to reflect that the Property consists of approximately 164.71 acres;

WHEREAS, nothing contained herein invalidates nor shall release or impair any covenant, condition, agreement or stipulation in the Conservation Easement, except as herein clarified or corrected.

NOW, THEREFORE, Grantor, as an absolute charitable gift with no monetary consideration, but in consideration of the covenants, mutual agreements, conditions, and promises contained in that certain Conservation Easement dated November 18, 2013, filed December 10, 2013, recorded in OR Book 1458, pages 265-331, Edgefield County, South Carolina, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated herein by reference as if the same were fully set forth herein.
2. **Defined Terms.** All capitalized terms used in this Corrective Deed and not otherwise defined herein shall have the definitions ascribed to them in the Conservation Easement.
3. **Corrections to Conservation Easement.** Grantor does unconditionally and irrevocably hereby grant and convey unto Grantee, its successors and assigns, forever, a conservation easement as defined in the South Carolina Conservation Easement Act S.C. Code Ann. §§ 27-8-10 et seq. (without intending that the existence of this Conservation Easement be dependent on the continuing existence of such laws), in perpetuity, over the Property described as follows:

ALL that piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the Counties of Aiken and Edgefield, State of South Carolina, containing one hundred sixty-four and seventy-one hundredths (164.71) acres, more or less, as will more fully appear by reference to a plat thereof, prepared by Southern Partners, Inc. dated July 3, 2012. Said plat is incorporated in and made a part and parcel of this description by reference thereto and should be referred to for a more complete and accurate description as to the location, metes, bounds and courses of said parcel.

Section 3.20 No assurance is given that any of the above Reserved Rights may be exercised, in such a manner as Owner might propose, without having material adverse effect on the Conservation Purposes or other significant ecological values of the Conservation Area.

Section 5.5 In the event that The City, after notice to Owner to enforce this Conservation Easement or any obligation hereunder, all reasonable expenses incurred by The City be charged and paid by the Owner, including reasonable attorney's fees regardless of whether an action or proceeding is commenced. All such expenses, together with costs of collection

(including reasonable attorney's fees) if the Owner is determined by a court to have violated this Conservation Easement, shall be recoverable by the City by liens upon the Conservation Area, and collection thereof may be enforced by foreclosure and sale of the Conservation Area, notwithstanding anything to the contrary, this Conservation Easement shall not merge with any interest in the Conservation Area upon such sale and title shall be transferred subject hereto in accordance with the laws of the State of South Carolina.

Section 6.4 Without limitation of anything herein to the contrary, Owner shall (a) retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operations, upkeep and maintenance of the Conservation Area, including the general liability insurance coverage and obligation to comply with applicable law and (b) continue to pay all taxes, levies, and assessments and other governmental or municipal charges which may become a lien on the Conservation Area, including any taxes or levies imposed to make those payments. The Owner must provide to the City proof of liability insurance with the City listed as a named insured and that Owner must provide the City with a copy of the declaration within 10 days of each annual renewal.

Section 6.7 Owner and The City recognize that circumstances could arise which would justify the modification of certain of the restrictions contained in this Conservation Easement. To this end, The City the legal owner or owners of the Conservation Area at the time of amendment shall mutually have the right, in their sole discretion. to agree to amendments to this Conservation Easement which are not inconsistent with the Conservation Purposes; provided, however, that The City shall have no right or power to agree to any amendments hereto that would result in this Conservation Easement failing to qualify as a qualified conservation contribution under Section 170 (h) of the Internal Revenue Code and applicable regulations or as a "conservation easement" under the South Carolina Conservation Easement Act.

4. **Authority to Bind.** The individuals signing below do hereby represent and warrant that they have the requisite authority to bind the entity on whose behalf they are signing.
5. **Counterparts.** This Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all said counterparts when taken together shall be deemed to constitute but one and the same instrument.
6. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
7. **Miscellaneous.** Except as expressly revised in this Agreement, the Conservation Easement, as revised hereby, shall in all other respects remain in full force and effect and is ratified, confirmed, and restated. The Conservation Easement and this Agreement constitute the entire agreement between the parties regarding the same. Any and all references to the Conservation Easement shall mean and refer to the Conservation Easement as modified by this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and caused these presents to be executed in their respective names by authority duly given, and their corporate seal affixed, the day and year above written.

Signed, sealed and delivered
in the presence of:

DWT PROPERTIES, LLC, a Georgia limited
liability company

WITNESS (1)

By: _____
Name: Donald W. Thompson
Title: President

WITNESS (2)

THE CITY OF NORTH AUGUSTA, SOUTH
CAROLINA, an incorporated city of Edgefield
County, South Carolina

By: _____
Name: _____
Title: _____

STATE OF SOUTH CAROLINA
COUNTY OF _____

I, THE UNDERSIGNED, a Notary Public in and for said County and State, hereby certify that Donald W. Thompson, President of DWT Properties, LLC, whose name is signed to the foregoing instruction, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, that he executed it voluntarily.

SWORN TO BEFORE ME THIS
___ day of _____, 2023

NOTARY PUBLIC FOR SOUTH
CAROLINA
MY COMMISSION EXPIRES:

STATE OF SOUTH CAROLINA
COUNTY OF _____

I, THE UNDERSIGNED, a Notary Public in and for said County and State, hereby certify that _____, City Administrator for the City of North Augusta, whose name is signed to the foregoing instruction, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, that he executed it voluntarily.

SWORN TO BEFORE ME THIS
___ day of _____, 2023

NOTARY PUBLIC FOR SOUTH
CAROLINA
MY COMMISSION EXPIRES:

EXHIBIT A

Plat

