

North Augusta



South Carolina's Riverfront

MINUTES OF MARCH 6, 2023

Briton S. Williams, Mayor

*J. Robert Brooks, Councilmember
Pat C. Carpenter, Councilmember
Jenafer F. McCauley, Councilmember
David W. McGhee, Councilmember
Eric H. Presnell, Councilmember
Kevin W. Toole, Councilmember*

ORDER OF BUSINESS

The Public Power Hour was streamed for public viewing online at: "City of North Augusta – Public Information" on www.Facebook.com and "City of North Augusta Public Information" on www.YouTube.com.

PUBLIC POWER HOUR

The March 6, 2023 Public Power Hour began at 5:30pm Members present were Mayor Williams, Councilmembers Brooks, Carpenter, McCauley, McGhee, Presnell, and Toole.

Also, in attendance were Ricky Jones, Manager of Information Technology; J.D. McCauley, Manager of Human Resources, and Jamie Paul, City Clerk.

1. Nick Bradley, spoke on security at Riverview Park Activity Center for basketball and access to Riverview Park for travel baseball.
2. Tom Roberts, spoke on a code enforcement issue.
3. Don Maxwell, spoke on roadways and parking in Riverside Village.

The Public Power Hour concluded at 5:53 pm.

REGULAR MEETING

The Regular meeting of the City Council of the City of North Augusta of March 6, 2023 having been duly publicized was called to order by Mayor Williams at 6:00pm and also streamed online for public viewing at "City of North Augusta – Public Information" on www.Facebook.com and on the City YouTube page: "City of North Augusta Public Information". Per Section 30-4-80, (e) notice of the meeting by email was sent out to the current maintained "Agenda Mailout" list consisting of news media outlets and individuals or companies requesting notification. Notice of the meeting was also posted on the outside doors of the Municipal Center, the main bulletin board of the Municipal Center located on the first floor, and the City of North Augusta website.

Mayor Williams rendered the invocation and the Pledge of Allegiance.

Members present were Mayor Williams, Councilmembers Brooks, Carpenter, McCauley, McGhee, Presnell, and Toole.

Also, in attendance were James S. Clifford, City Administrator; Rachele Moody, Assistant City Administrator; Ricky Jones, Manager of Information Technology; Chief John Thomas, Director of Public Safety; J.D. McCauley, Manager of Human Resources; and Jamie Paul, City Clerk.

ITEM 4. APPROVAL OF MINUTES:

The minutes of the City Council Meeting of February 6, 2023, Special Called City Council Meeting of February 27, 2023 and Study Session of February 27, 2023, were approved as submitted by general consent.

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

Administrator Clifford stated that the amendment is a 1-year extension from the base MDA.

Fred Ilardi, resident, read into the minutes his opinion on extending the Agreement on Riverside Village with Mr. Shoen. **(See Attachment #5a)**

John Ertle, resident, read into the minutes his statement on item 5. **(See Attachment #5b)**

It was moved by Councilmember Carpenter, seconded by Councilmember McGhee, to approve 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. Unanimously Approved.

(See Attachment #5)

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

No public comment.

Administrator Clifford stated that this ordinance is in line with the future succession plans for Department of Streets & Drains.

It was moved by Councilmember Brooks, seconded by Councilmember McCauley, to approve 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. Unanimously Approved. (See Attachment #6)

NEW BUSINESS

Mayor Williams recused himself from Items 7, 8, 9, 10, and 11. He requested that Mayor Pro Tem Brooks cover the items.

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

No public comment.

Administrator Clifford stated items 7 – 11 are all related annexation items to extend further east and are in order for approval to be contiguous with the City of North Augusta.

It was moved by Councilmember Carpenter, seconded by Councilmember McGhee, to approve 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. Vote: 6 – 0 Approved. Mayor Williams was recused. (See Attachment #7)

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

No public comment.

It was moved by Councilmember Presnell, seconded by Councilmember McGhee, to approve 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. Vote: 6 – 0 Approved. Mayor Williams was recused. (See Attachment #8)

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

No public comment.

It was moved by Councilmember McCauley, seconded by Councilmember Carpenter, to approve 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. Vote: 6 – 0 Approved. Mayor Williams was recused.

(See Attachment #9)

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

No public comment.

It was moved by Councilmember Toole, seconded by Councilmember McGhee, to approve 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. Vote: 6 – 0 Approved. Mayor Williams was recused. **(See Attachment #10)**

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

No public comment.

It was moved by Councilmember McCauley, seconded by Councilmember Presnell, to approve 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. Vote: 6 – 0 Approved. Mayor Williams was recused.

(See Attachment #11)

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

No public comment.

Administrator Clifford thank Assistant Administrator Moody for use of the funds that were on the Council's priorities such as the wrapping of the PRT activity bus.

It was moved by Councilmember Presnell, seconded by Councilmember Carpenter, to approve Resolution No. 2023-08 – A Resolution Authorizing Reallocation of a Portion of the Funding Allocation Recommendations of the Accommodations Tax Advisory Committee for the Disbursement of Revenues from the Accommodations Tax Year 2020-2021. Unanimously Approved. **(See Attachment #12)**

ITEM 13. ADMINISTRATIVE REPORTS

Administrator Clifford read into the minutes his report. (See Attachment #13)

ITEM 14. PRESENTATIONS/COMMUNICATIONS/RECOGNITION OF VISITORS:

A. Citizen Comments:

Richard Adams, resident, asked for the City to recognize the North Augusta High School's Girls Basketball team for becoming the 2023 South Carolina 4A State Champions in some form such as a parade.

Reginald Cruz, resident, stated that the girls' basketball team has worked hard over the years, most are on the a/b honor roll, and deserve to be honored. He asked that the sign showing their State Champions be updated showing their five State Championship wins.

Mayor Williams invited the team to the podium. The team introduced themselves and their position.

Mayor Williams stated that the team will be invited back to a future Council meeting and will be presented individually with a proclamation and that the High School and Booster Club are looking into other recognitions. He added that the City will look into updating the sign. He explained as to why the City does not hold parades for school items and gave the homecoming parade as an example.

Mayor and Councilmembers congratulated the team on their accomplishment.

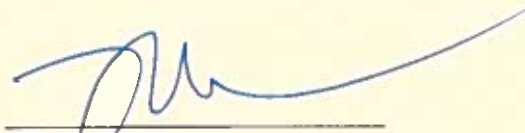
B. Council Comments:

- Councilmember Carpenter asked for the area at Knobcone Ave and Pisgah Rd be looked at for excess water on the roads.
- Mayor Williams highlighted on the following:
 - Congratulated Corporal William Mays for completing the Supervisor Leadership Institute taught by FBI LEEDA in Beaufort, SC
 - Downtown Spring Fest, March 25, 2023 from 10:00am – 4:00pm

ITEM 15. ADJOURNMENT

The Regular City Council meeting adjourned at 6:53 pm.

APPROVED THIS 20th DAY OF
MARCH 2023.



Britton S. Williams
Mayor

Respectfully submitted,



Jamie Paul, CMC
City Clerk

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**

By: _____
Christian B. Schoen, Manager

Witness

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

By: _____
Christian B. Schoen, Manager

Witness

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**

By: _____
Christian B. Schoen, Manager

Witness

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**

By: _____
Christian B. Schoen, Manager

Witness

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**

By: _____
Christian B. Schoen, Manager

Witness

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**

By: _____
Christian B. Schoen, Manager

Witness

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**

By: _____
Christian B. Schoen, Manager

Witness

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**

By: _____
Christian B. Schoen, Manager

Witness

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

Opinion on Extending the Agreement on Riverside Village with Mr. Shoen March 1,2023

Before I make my comments tonight, I would like to mention attending the Sports Banquet Saturday night February 25,2023 and state how much I enjoyed the town spirit that our City generated with this event and how Sports achievements are acknowledged. The sponsors of this event were able to highlight the people who made North Augusta a better place to live and recognized their personal achievements. Our own Ms. Pat Carpenter, who is a legend in Sports activity in our City and has been recognized in the past for her participation, was in attendance and we were all glad to see her recognized as was a well-deserved Rick Meyers for his accomplishments. Lastly, as to the accolades I would like to mention, in the Post and Courier there was an article that stated and I quote: (read quote).

As a point to note, we are fortunate to have a person with Mr. Toole's expertise on Council to contribute his wisdom on this pressing subject.

For all that do not know, I am a transplanted citizen from the North that has embraced the beauty of our City and in particular the friends and acquaintances that I have met during the time I have lived here. My comments are delivered because I care for the well-being of every citizen and hope they are accepted in that spirit. There is an old saying that I have heard frequently while living in the South which is "fish or cut bait". The simple definition, as I understand it, is to give up on something to pursue something else. Are we at that point in our relationship with Mr. Schoen?

Every new business, if it survives, is a positive for North Augusta. My concern is for the total population in North Augusta who pay taxes and are supporting the Riverside Village Complex. Why did you raise the millage rate if you were not concerned about cash flow? It went up from 73.5 mills to 75.5 mills. Isn't that in fact a tax increase? You know clearly that every tax paying citizen is paying more to live in North Augusta. You may blame the current economy or Covid on this situation, and I suspect that some of that is true, but you never disclose the total financial picture so the citizens can never come to their own conclusions. That is something that should be easy to deliver but is kept away from public viewing. Why?

You and Council are about to allow Mr. Shoen to continue his activities at Riverside Village for another year. Again, I ask, why? Has he done a wonderful job? In his mind he probably believes so and so do his partners. These are among some of his current activities:

1. He sold the Green Jackets ball team ---a home run in revenue and profit for him.
2. He collects most of the parking revenue from baseball stadium events—more base hits for him.
3. The City maintains the stadium since we own it- minimum expenses for the owners of the ball team and a potential \$750,000 added cost for the citizens.

To quote a famous comedian, who stated, "What a country", Mr. Shoen is loving every minute of his business activities in the North Augusta Country!

Mr. Schoen is living his great dream and we continue to let him dream instead of demanding performance. I ask, what does he lose if he doesn't perform?

The question I bring before you tonight and to paraphrase something a former mayor of NYC, Mayor Koch said, "How am I doing? I ask, how is he really doing?"

I did not or do not see one guarantee from him that you and Council demanded that will ensure that he perform. His activities to date negatively jeopardize the financial position of every citizen, something we should all be concerned with. He is the same person who borrowed \$4.5 million from the Bank of America, put up his valuable Andy Warhol paintings which included a Dolly Parton original as collateral and then sold them before paying off the loan and was sued by Bank of America. He has a questionable track record.

We, the citizens, spent \$12 million on a garage to support a building he owns, and our payback was supposed to be 500-600 citizens who would spend money in our local restaurants and shops and generate sales and property taxes. Where are those people? I can also mention the other property buildings and businesses that he was supposed to deliver and hasn't, but why, you all know about that. How about the year wait on delinquent taxes he owed with no explanation, or do we simply forget his past activity and performance?

You said that Riverside Village is paying for itself by stating that the funds are available for future payments. But from where? I can borrow from a credit card to make a mortgage payment but what am I accomplishing? I would gladly report to everyone that you and prior mayors have created financial stability for the citizens but that, to date, is not apparent to me.

This past week news was uncovered that an additional \$750,000 is required to equip the stadium with additional structural requirements or we can possibly lose the ball team. Are you concerned where the funds will come from to address this dilemma? Are you extending the agreement on the hope he will deliver what he promised to deliver at the start of this project, a long 5 years ago? Unless the citizens see the total financial picture and you and council stop relying on a quarterly 2017B report that some bond company thinks is all that is necessary, the information that is required to see what is happening, is simply not available. Where is the year end bond report that is always missing? Has it ever been posted? The answer is always no.

I have and others have tried to explain in the past how the TIF causes financial problems and I reiterate, who pays for all the City services for those located in the TIF area which includes Hammonds Ferry? I happen to live at the River Club. Obviously, our taxes, (mine included) are being used for the \$70 million mortgage payment. We all use City services, garbage, water, street maintenance, etc.

That question is always ignored.

You have the opportunity now, before you allow Mr. Shoen to extend his agreement, to make some strong demands. His offering of an excuse that his partners were his problem for his prior failures is not a good reason to allow him to continue without the City getting some tangible proof that he will perform. He owes us, the citizens, a guarantee, that he will deliver or repay the citizens for our loyalty to him to date.

All are aware that tonight is the second reading of Ordinance 20-23-2 and you have voted 7-0 on 1st reading to approve his request for an extension. I suspect that 2 readings are held to give Mayor and Council an opportunity to get public input and to evaluate their prior voting decision. I am hoping you will reconsider your prior vote to give Mr. Shoen an extension and insist on a performance guarantee and vote no tonight on an extension. That's the right thing to do.

As a last point or question, why are you not asking him to guarantee his performance, something that has been missing since the onset of the Riverside Village Project? Surely we have the expertise to structure a better agreement. We have a financial expert on Council to help. Maybe if we could understand why a guarantee is not demanded, and I emphasize the word **demanded** from him, we could understand the direction you are taking. To date, that is not apparent.

Names and no

SRP names Toole new VP, CLO

SRP Federal Credit Union is pleased to announce the promotion of Kevin Toole to vice president/chief lending officer where his primary responsibilities will be leading and directing the credit union's lending activities to include consumer, mortgage and commercial lending.



Toole

Toole began his career in the financial industry 25 years ago and has been with SRP since 2017. He began at SRP as a commercial loan officer and was promoted to assistant vice president of commercial lending before moving into his new role. He also has prior experience as a vice president and relationship manager in the banking industry as well as a Bachelor of Arts degree in political science from USC Aiken.

Toole is a native of North Augusta and a leader in the community, serving as a member of the North Augusta City Council. Additionally, he is a graduate of both Leadership North Augusta and Leadership Aiken County and a past board member and chair of the North Augusta Chamber of Commerce.

"We are extremely fortunate to have someone with Mr. Toole's extensive financial experience in this position," said Eric Jenkins, CEO of SRP.

Meeks earns achievement

Yvonne Meeks, employee at SRP,



Meeks

given in 2005 as a leader from the for his or her pro philanthropic a

Meeks is well respected in the having lived and for over 45 years 50 years of exper financial servic She has worked positions thro years, and at today she is in development and financial counse

Additionally, served on numerous across the greater ea. She is a humar demonstrates ac ness through vo and love. She has numerous board the United Way of the Columbia Co ber, Abilene Bapt and the North Chamber.

"SRP is thrilled" been recognized lumbia County Cl her tireless efforts, an amazing finan in our communit leader volunteer in our community Jenkins, CEO of SRP Credit Union.

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Mayor and City Council , As an addition to what Mr. Ilardi reported,

I would like to read the following article reported on television the **night of October 9,2020** as information that I believe is important to the subject that is being discussed:

My first point is as follows:

RIVERSIDE VILLAGE STADIUM DECK OWNER SUED

**Headline --Plaintiff Attorney Labels Property Owner is a
"Sham Corporate Entity"**

NORTH AUGUSTA - Brasfield & Gorrie, LLC, the contractor that built SRP Park, the Crowne Plaza Hotel, and the Stadium Parking Garage filed a lawsuit on July 31, 2020 against Riverside Village B Owner, Greenstone Hammond's Ferry, LLC; PIS QOZ Fund 2018-A, LP; and First Community Bank.

The lawsuit alleges that the defendants owe Brasfield Gorrie a balance of **\$3,710,856.34** for construction of the Stadium Parking Deck. They further allege that Riverside Village B Owner is "a sham corporate entity and mere facade for a Fund [private investors] and Greenstone who are its alter egos...By the way, Greenstone is Mr. Schoen.

Item 50 of the causes of action refers to litigation in Georgia where Greenstone and the Fund have "accused one another of violating their respective obligations under the Operating Agreement of Riverside Village.

In Items 51 and 52 , Brasfield & Gorrie allege that Riverside Village B Owner is insolvent, and that Greenstone and the Fund directed Brasfield & Gorrie "to proceed with construction despite Riverside Village's insolvency..." Again,The owner of Riverside Village B is Greenstone who is represented by Mr. Schoen, the gentleman who appeared before you at the last Council Meeting and asked for an extension . Greenstone has a strange history and I would like you to remember this event.

As a second point I would like you to remember the building of the Medac Garage. The owners of Medac sued the City because the garage was not completed on time. After I completed some research, I found out that the City had to pay Medac or the owners of the Medac Building, who is Mr. Schoen's corporation, \$150,000 for not completing the garage on time. I do not know who received these funds , Medac or Greenstone, but my point is that corporations ask for damages when contracts are not completed on time. Hence a guarantee. I now ask, why is Mr. Schoen exempt from any guarantees? Why would we want to continue in business with an organization that has an adversarial history with the City. I believe you owe the citizens an explanation. In my opinion, an approval for him to continue without any guarantees is simply a bad business decision.

In conclusion, last year on March 7, 2022 ORDINANCE 2022-04 was passed at a Council Meeting. It stated:

"Whereas, many of the required improvements have been completed but there remain some portions that has not been completed as of the present". Really, and I emphasize really? Can you honestly say that many of the improvements have been completed?

Does anyone remember the taxes that weren't paid and the property foreclosures that almost happened?

ORDINANCE 2023-01, proposed on February 6, 2023 stated the same statement as written one year earlier and is here for the second reading tonight, March 6, 2023.

Can you identify for the citizens all the items that have been completed by the developer so that the citizens can clearly see the progress that has been made by him during this one-year period?

Other than the Brinkley Chop House, which I will give him credit for, I cannot recall any other addition. What about the 6 to 7 properties that he owns that still have not been developed?

In the beginning of my presentation, I quoted a business associate of Greenstone who stated, and I repeat, Greenstone is a sham corporate entity. Why are we continuing to do business with him?

I am hopeful that you agree and that you vote no to his request. You owe that to the citizens.

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 opportunities 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 _____

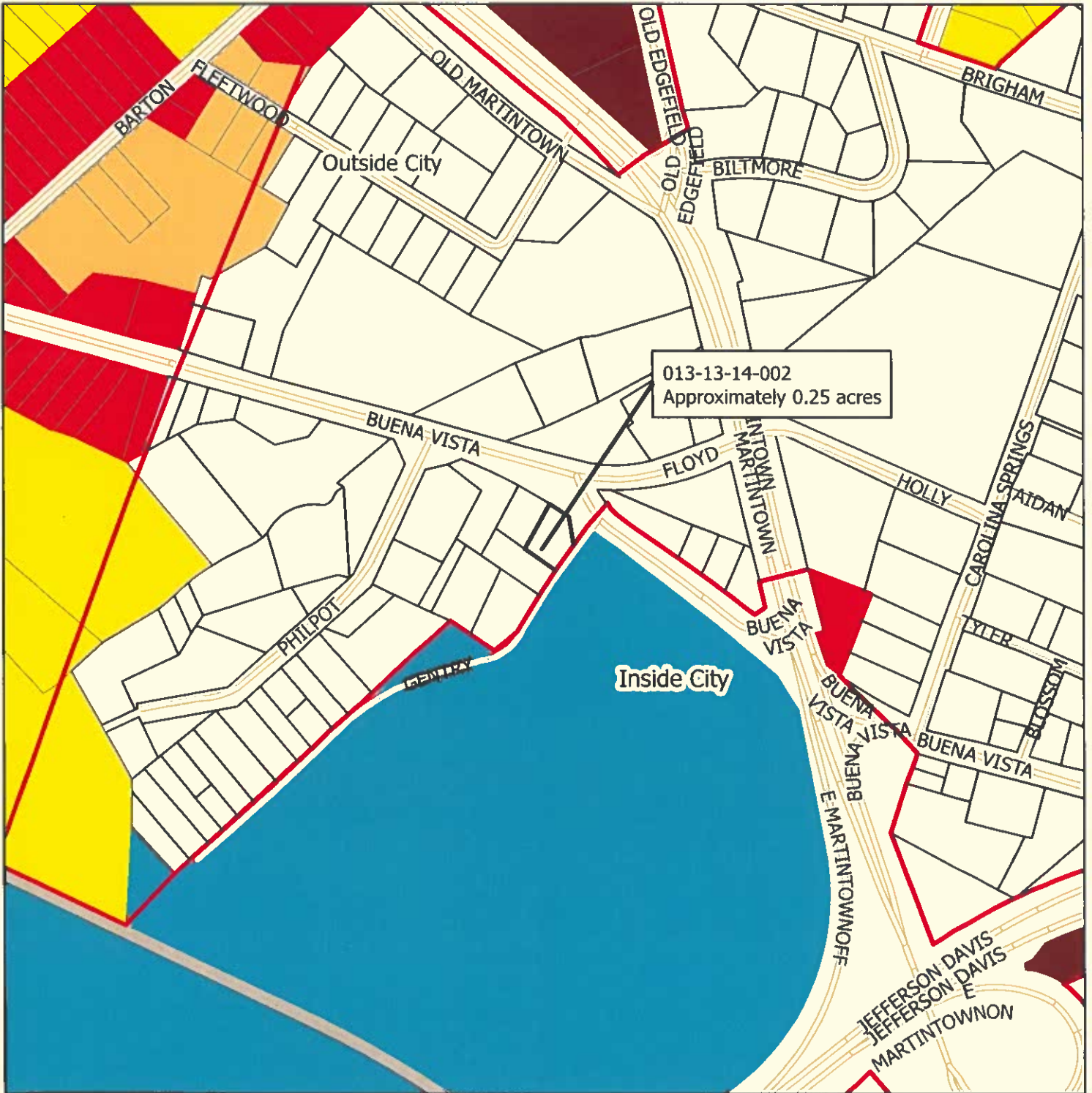
Briton S. Williams, Mayor

Second Reading _____

ATTEST:

Jamie Paul, City Clerk

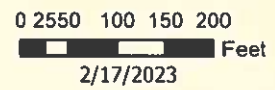
EXHIBIT A



013-13-14-002
Approximately 0.25 acres



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 _____

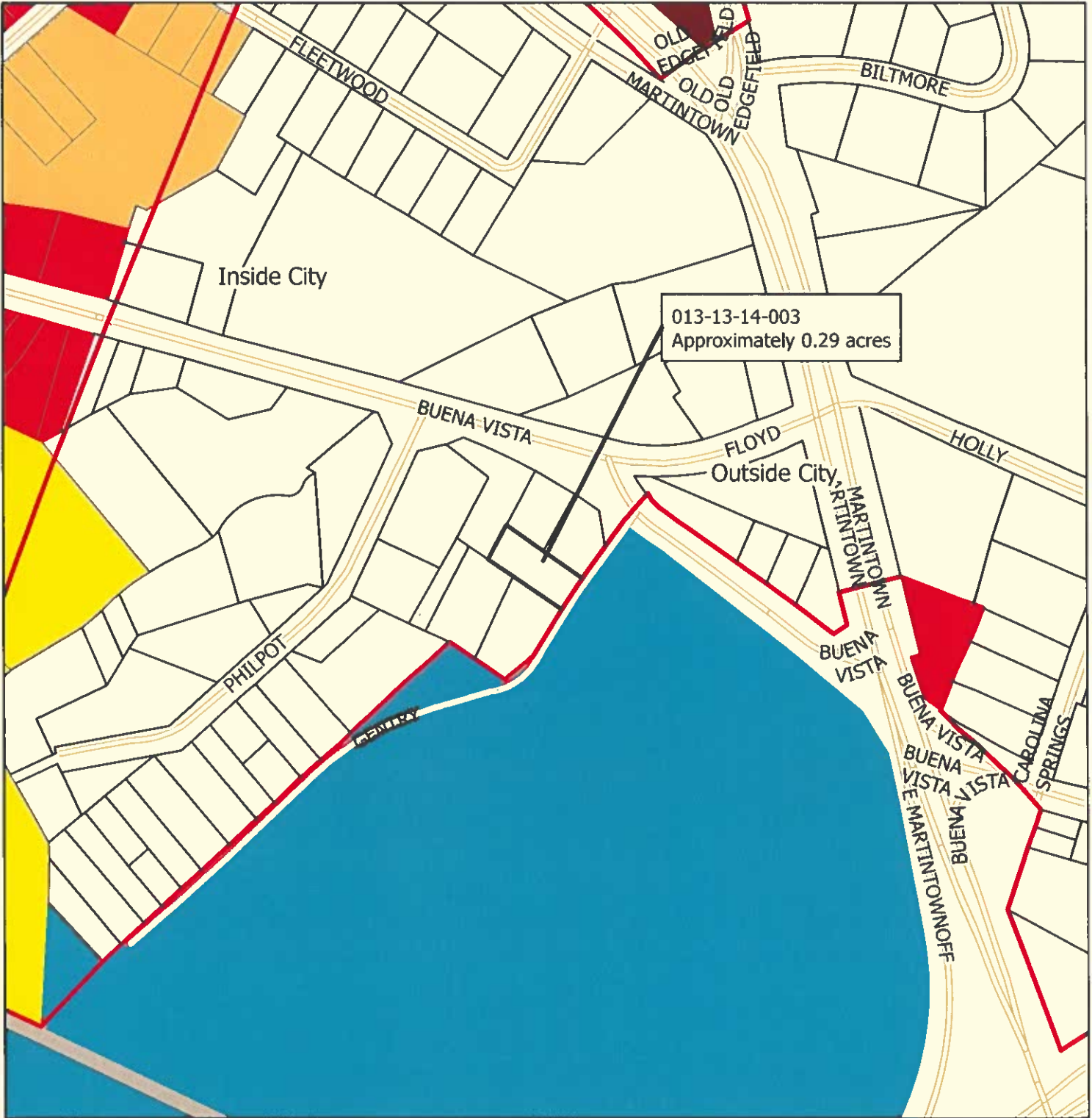
Briton S. Williams, Mayor

Second Reading _____

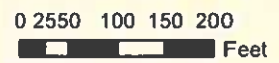
ATTEST:

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 _____

Second Reading _____

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

EXHIBIT A

Inside City

007-16-07-016
Approximately 0.42 ac

Outside City

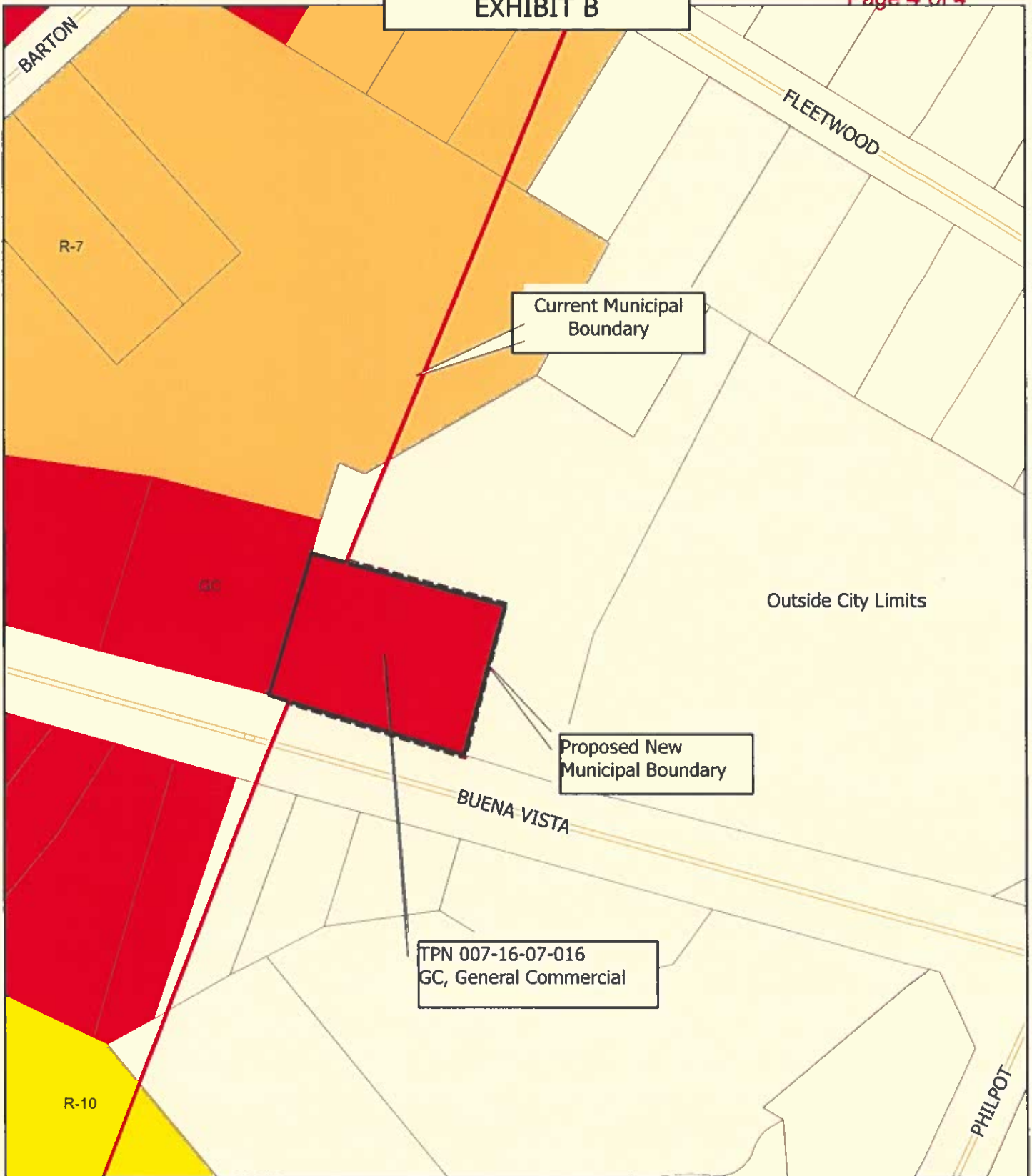
BUENA VISTA

0 2550 100 150 200
Feet
2/1/2023



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 _____

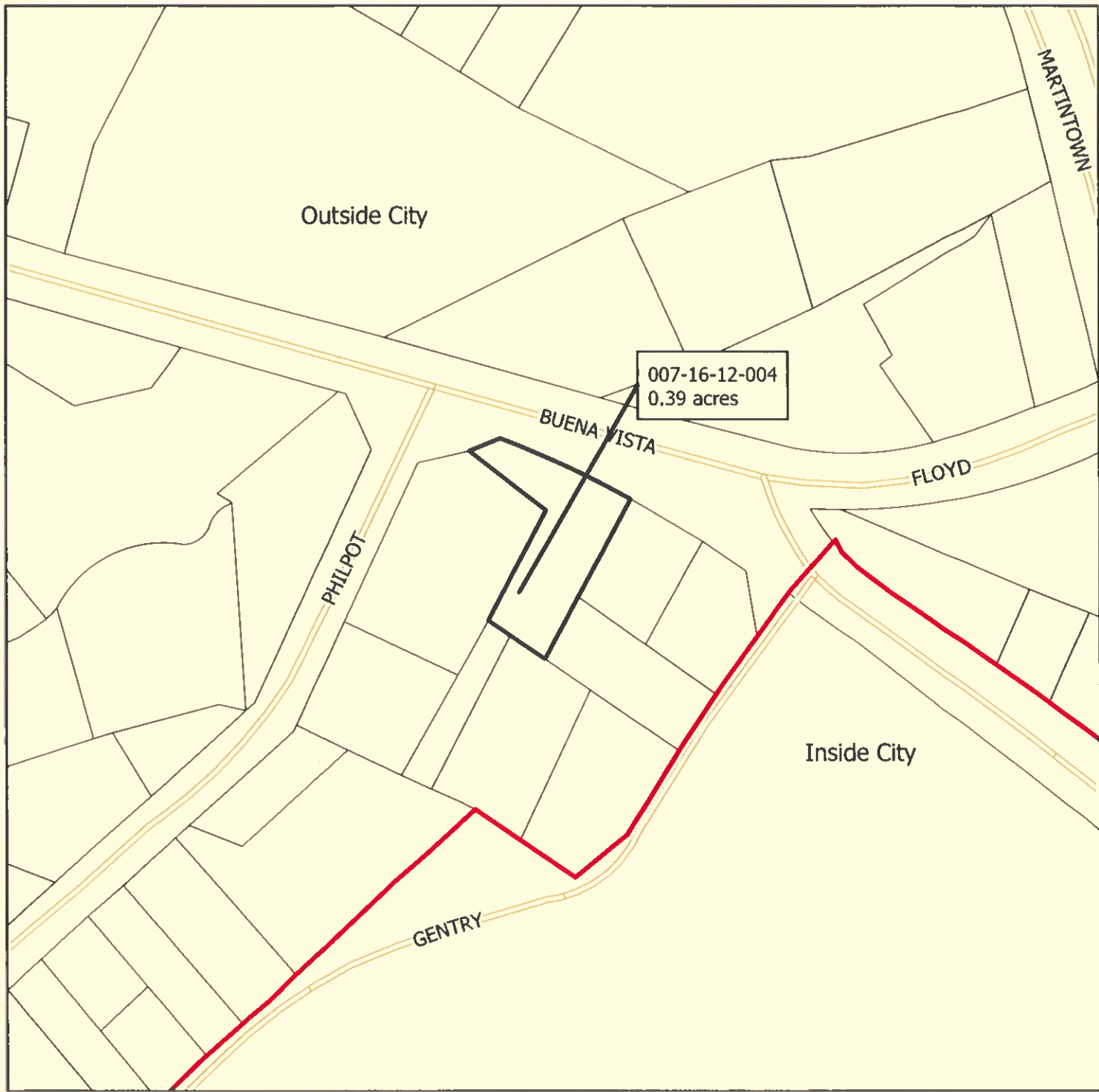
Briton S. Williams, Mayor

Second Reading _____

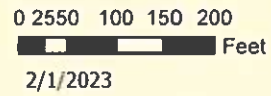
ATTEST:

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

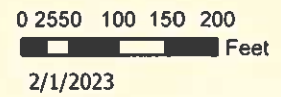
ATTEST:

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

Administrative Reports:

Mr. Mayor,

I have three updates to include in the administrative reports this evening:

1. The 30 day bid period for the City property sale consisting of the three parcels on E Buena Vista Avenue is slated to close this coming Wednesday at noon, with bid openings to immediately follow. Any interested party is encouraged to view the bid request at the City's website on the Bids & RFPs tab.
2. The municipal flagpole project is ongoing. We reached out to the Corps of Engineers to copy their federal building design guidance, and we are currently working with a vendor to custom fabricate the pole heights. As a reminder, US Code requires the US Flag to be flown higher than other flags. Based on previous Council guidance, DPW is going to be mounting them on the side of the building facing the carpet shop.
3. Lastly, the first meeting of the stadium advisory board met two weeks ago to discuss stadium improvements, some of which are routine maintenance, and some of which are modifications to the existing stadium to meet the new MLB requirements levied on all stadiums hosting MLB affiliated ball clubs. The Council previously pre-funded the stadium improvement fund through 2026 with the knowledge that these changes to the stadium would be required. There is no current risk to MLB pulling from this market, and we have received no direct communication with MLB with any wording to that effect. The advisory board will be meeting again in May, and I believe at that time the board will consider some initial funding requests proposed by the management team of the Augusta Greenjackets.