



DISCUSSION ITEMS FOR  
FEBRUARY 5, 2024  
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: February 1, 2024

SUBJECT: Regular City Council Meeting of February 5, 2024

**REGULAR COUNCIL MEETING**

**OLD BUSINESS**

**ITEM 5. PLANNING AND DEVELOPMENT: Ordinance No. 2024-02 – To Abandon a Portion of a Storm Sewer Easement Located in Green Forest Commons Subdivision – Second Reading**

An ordinance has been prepared for Council's consideration to approve To Abandon a Portion of a Storm Sewer Easement Located in Green Forest Commons Subdivision.

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

**NEW BUSINESS**

**ITEM 6. PLANNING & DEVELOPMENT: Impact Fee Study Overview – by TischlerBise, Inc.; Receipt of Information**

TischlerBise, Inc will present an overview on the Impact Fee Study.

Please see ATTACHMENT #6 for a copy of the Impact Fee Study Overview.

**ITEM 7. CITY COUNCIL: Revised City of North Augusta City Council Meeting Schedule and Notice for January 2024 through December 2024**

A revised meeting schedule has been prepared for Council's consideration to approve the City of North Augusta City Council Meeting Schedule and Notice for January 2024 through December 2024.

Please see ATTACHMENT #7 for a copy of the proposed Revised City Council Meeting Schedule and Notice.

**ITEM 8. PLANNING & DEVELOPMENT: Ordinance No. 2024-03 – To Authorize the City to Enter into a Third Amendment to the Master Development Agreement of March 15, 2017 for North Augusta Riverside Village – First Reading**

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

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

**ITEM 9. PUBLIC SAFETY: Ordinance No. 2024-04 – Granting an Easement to Dominion Energy South Carolina, Inc. for Placement of Facilities to Serve Public Safety Headquarters – First Reading**

An ordinance has been prepared for Council’s consideration to approve Granting an Easement to Dominion Energy South Carolina, Inc. for Placement of Facilities to Serve Public Safety Headquarters.

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

**ITEM 10. ENGINEERING & PUBLIC WORKS: Resolution No. 2024-06 Authorizing the City to Accept Quitclaim Deeds from the South Carolina Department of Transportation (SCDOT) for Roads S-186 (Part), S-717 and S-634**

A resolution has been prepared for Council’s consideration to approve Authorizing the City to Accept Quitclaim Deeds from the South Carolina Department of Transportation (SCDOT) for Roads S-186 (Part), S-717 and S-634.

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

ORDINANCE NO. 2024-02  
TO ABANDON A PORTION OF A STORM SEWER EASEMENT  
LOCATED IN GREEN FOREST COMMONS SUBDIVISION

WHEREAS, by Resolution 2001-14, the City accepted a Deed of Dedication for certain improvements, including the storm drainage system and associated easements for Green Forest at Knollwood Subdivision; and

WHEREAS, a portion of the storm drainage system crossed other lands of the developer, identified as parcel #005-19-06-005; and

WHEREAS, the development plan (preliminary plat) for the Green Forest Commons subdivision proposed that a portion of the drainage & utility easement be abandoned so that lots could be subdivided over the easement; and

WHEREAS, a replacement storm sewer line was installed in a new easement to be dedicated to the city and the plat of record for the Green Forest Commons, subdivision designated that the portion of the preexisting drainage & utility easement was to be abandoned; and

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

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

- I. The portion of drainage & utility easement located on Lots 5 and 6 in Green Forest Commons and shown on the final plat recorded in the Aiken County RMC Office, Plat Book 65, page 503, attached hereto as Exhibit A, is hereby abandoned.
- II. All ordinances or parts of ordinance in conflict herewith are, to the extent of such conflict, hereby repealed.
- III. This ordinance shall become effective immediately upon its adoption on second and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS \_\_\_\_ DAY OF  
FEBRUARY 2024.

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

\_\_\_\_\_  
Briton S. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk







# Impact Fee Study Overview

ATTACHMENT #6  
Page 1 of 13

## City Council Briefing

February 5, 2024



**TischlerBise**  
FISCAL | ECONOMIC | PLANNING

- Impact fees/infrastructure financing strategies
- Fiscal/economic impact analyses
- Capital improvement planning
- Infrastructure finance/revenue enhancement
- Real estate and market feasibility

Aiken County	Anderson County	Anderson School Dist. 1
Beaufort County	Beaufort Co. Schools	Clemson
Clinton	Clover Schools	Georgetown County
Fort Mills Schools	Georgetown County	Horry County
Inman	Lancaster	Lancaster County
Lancaster Co. Schools	Tega Cay	Summerville
York County	Easley	Greer
Chester County Schools	York School District 1	Lexington County
Woodruff	Jasper County	



# Impact Fee Fundamentals

- One-time payment for growth-related infrastructure, usually collected at the time buildings permits are issued
- Can't be used for operations, maintenance, or replacement
- Not a tax but more like a contractual arrangement to build infrastructure, with three requirements
  - Need (system improvements, not project-level improvements)
  - Benefit
    - Short range expenditures
    - Geographic service areas and/or benefit districts
  - Proportionate



# Common Impact Fee Methods

- Cost Recovery (past)
  - Oversized and unique facilities
  - Funds typically used for debt service
- Incremental Expansion (present)
  - Formula-based approach documents level of service with both quantitative and qualitative measures
- Plan-Based (future)
  - Common for utilities but can also be used for other public facilities with non-impact fee funding



# Impact Fees in South Carolina

- Impact fee revenue must be maintained in an interest bearing account
- Monies must be spent within 3 years of scheduled date for construction in the CIP
- Must publish an Annual Monitoring Report
- All maximum allowable fee changes require an updated study
- Requires an analysis that estimates the effect of imposing updated impact fees on affordable housing in the County



# Evaluate Need for Credits

- Site specific
- Developer constructs a capital facility included in fee calculations
- Debt service
- Avoid double payment due to existing or future bonds
- Dedicated revenues
- e.g., property tax, local option sales tax, gas tax

# Why Impact Fees?

- Infrastructure capacity is essential to accommodate new development
- New growth pays its equitable share
- Encourages disciplined capital improvement planning
  - Earmarks money for capital improvements
- Promotes comprehensive planning and growth management
  - Helps ensure adequate public facilities
- Compared to negotiated agreements, streamlines approval process with known costs (predictability)
- Anti-growth pressure can be eased



# Myths and Misconceptions

- Impact fees cover the entire cost of new facilities, negating the need for higher taxes
  - A “properly” designed fee may come close
  - Credits
  - How about the O&M costs?
- Impact fees should be based on planning standards, without concern for deficiencies
- Nonresidential fees can be “adjusted” for economic reasons
- All developers/builders hate impact fees

# Myths and Misconceptions

- Impact fees negatively affect low/moderate income housing
- Credits for affordable housing can mitigate impact
- Fee not always passed-on in the price of the home; studies have shown that fees are often absorbed by others in the “food chain” depending on market conditions:
  - Land owner
  - Developer
  - Homebuilder
  - Homeowner
- Impact fee study includes affordability housing analysis



# North Augusta Impact Fee Study

- Fee categories
- Transportation
- Stormwater
- Water
- Wastewater

# Process

- Determine existing development base and project future growth
- Determine existing levels of service and capital needs due to new growth
- Evaluate methodological alternatives
- Evaluate need for credits
- Calculate fees
- Evaluate impact on affordable housing
- Stakeholder outreach
- Meeting with Planning Commission
- Adoption process



# Next Steps

- Determine levels of service and growth-related infrastructure demand
- Complete Capital Improvement Plan
- Complete housing affordability analysis
- Prepare fee study report
- Present to Planning Commission

# Questions & Answers

# City of North Augusta City Council



## PUBLIC NOTICE

**REVISED** Meeting Schedule and Notice  
January 2024 through December 2024  
(Revised: February 5, 2024)

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Pursuant to the South Carolina Code of Laws §30-4-80(a), notice is hereby given to the members of the North Augusta City Council and to the general public that the North Augusta City Council will hold meetings open to the public on the following dates and times. A copy of the agenda for each meeting will be available at least 24 hours in advance in the City Clerk's Office, at 100 Georgia Avenue, North Augusta, South Carolina. A notice of each meeting will be sent by email to the current maintained "Agenda Mail Out" list consisting of news media outlets and individuals or companies requesting notification. Notice of the meetings will also be posted by the outside doors of the Municipal Center, on the main bulletin board located on the first floor of the Municipal Center, and on the website at [www.northaugustasc.gov/government/council-meetings-agendas](http://www.northaugustasc.gov/government/council-meetings-agendas). For questions or further information, please contact the City Clerk at (803) 441-4202 or email to [jpaul@northaugustasc.gov](mailto:jpaul@northaugustasc.gov).

Unless otherwise noted, regular City Council meetings listed below are to be held the first and third Mondays of each month on the third floor of the Municipal Center at 100 Georgia Avenue, North Augusta, South Carolina.

### January 2024

- 01 (No meeting will be held in observance of New Year's Day)
- 08 Study Session at 6:00 pm
- 15 (No meeting will be held in observance of Martin Luther King, Jr. Day)
- 22 Public Power Hour at 5:30 pm and Special Called Council Meeting at 6:00 pm
- 29 Study Session at 6:00 pm

### February 2024

- 05 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 19 (No meeting will be held in observance of Presidents' Day)
- 26 Study Session at 6:00 pm

### March 2024

- 04 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 11 Study Session at 6:00 pm
- 18 Council Meeting at 6:00 pm
- 25 Study Session at 6:00 pm

### April 2024

- 01 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 08 (No meeting will be held due to Masters Golf Tournament)
- 15 Council Meeting at 6:00pm**
- 29 Study Session at 6:00 pm

### May 2024

- 06 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 13 Study Session at 6:00 pm
- 20 Council Meeting at 6:00 pm
- 27 (No meeting will be held in observance of Memorial Day)
- 28 Special Called Study Session at 6:00 pm



**June 2024**

- 03 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 10 Study Session at 6:00 pm
- 17 Council Meeting at 6:00 pm
- 24 Study Session at 6:00 pm

**July 2024**

- 01 Public Power Hour at 5:30 pm Council Meeting at 6:00 pm
- 08 Study Session at 6:00 pm
- 15 Council Meeting at 6:00 pm
- 29 Study Session at 6:00 pm

**August 2024**

- 05 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 12 Study Session at 6:00 pm
- 19 Council Meeting at 6:00 pm

**September 2024**

- 02 (No meeting will be held in observance of the Labor Day)
- 09 Study Session at 6:00 pm
- 16 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 30 Study Session at 6:00 pm

**October 2024**

- 07 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 14 Study Session at 6:00 pm
- 21 Council Meeting at 6:00 pm
- 28 Study Session at 6:00 pm

**November 2024**

- 04 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 11 (No meeting will be held in observance of the Veterans Day)
- 25 Study Session at 6:00 pm

**December 2024**

- 02 Public Power Hour at 5:30 pm and Council Meeting at 6:00 pm
- 09 Study Session at 6:00 pm
- 16 Council Meeting at 6:00 pm

*Please note: Meeting dates and times are subject to change. Special Called Meeting notices will be given in the same manner as regular meetings. To verify meeting dates and times, contact the City Clerk's Office at (803) 441-4202 or visit [www.northaugustasc.gov/government/council-meetings-agendas](http://www.northaugustasc.gov/government/council-meetings-agendas).*

ORDINANCE NO. 2024-03  
TO AUTHORIZE THE CITY TO ENTER INTO A THIRD 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 RB 5029 at Pages 963-979;

WHEREAS, the City (1) adopted Ordinance 2023-01 on March 6, 2023 approving (a) the extension of the term of the Development Agreement for a period of one year and (b) the execution of the Second Amendment (defined herein), (2) executed and delivered a Second Amendment to Master Development Agreement dated March 15, 2023 (the “Second 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, 2024, and (3) recorded the Second Amendment with the Register of Mesne Conveyance of Aiken County, South Carolina on June 27, 2023 in Book RB 5097 at Pages 2227-2243;

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 Development Agreement for a period of sixty days;

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 sixty-day period which results in a termination date of the Development Agreement of May 14, 2024.

- II. The Third 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 Third 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  
\_\_\_\_\_ 2024.

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

\_\_\_\_\_  
Briton S. Williams, Mayor

Attest:

\_\_\_\_\_  
Jamie Paul, City Clerk



Exhibit A

Form of Third Amendment to Master Development Agreement

**THIRD 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, 2024**

**THIRD AMENDMENT TO  
MASTER DEVELOPMENT AGREEMENT**

This Third Amendment to Master Development Agreement (this “*Amendment*”) is made and entered into as of March 15, 2024 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 third 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 sixty (60) days and, as a result, the Agreement shall terminate on May 14, 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, 2024.

**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]

**THIRD 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]



**THIRD 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]

**THIRD 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]

**THIRD 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]



**THIRD 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]

**THIRD 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]

**THIRD 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]

**THIRD 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]



**THIRD 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]

**THIRD 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]

**THIRD 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]

**THIRD 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, 2024  
other than  
Hotel Developer, the Apartment Owner, and 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. 2024-04  
AN ORDINANCE GRANTING AN EASEMENT TO  
DOMINION ENERGY SOUTH CAROLINA, INC. FOR PLACEMENT OF FACILITIES TO  
SERVE PUBLIC SAFETY HEADQUARTERS

WHEREAS, the City of North Augusta is in the process of constructing Public Safety Headquarters at 1210 Georgia Avenue (“Project”); and

WHEREAS, the City has requested that Dominion Energy provide underground electric service to the new Public Safety Headquarters; and

WHEREAS, Dominion Energy has requested that the City grant to it an easement upon and across City property that would allow for the placement of equipment necessary for the provision of such electric service; and

WHEREAS, the Mayor and City Council have reviewed this matter, to include the proposed Deed of Easement and find that it is in the best interest of the citizens of North Augusta that such easement be granted.

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 grant to Dominion Energy South Carolina, Inc. an easement over and across City property known as Tax Parcel Numbers 007-07-06-003.
- II. The City Administrator is hereby authorized to execute the Deed of Easement and any other documents necessary in order to complete this matter.
- III. This Ordinance shall become effective immediately upon its adoption on second and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS \_\_\_\_ DAY OF MARCH, 2024.

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

\_\_\_\_\_  
Briton S. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk

INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between CITY OF NORTH AUGUSTA of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, owning a tract or development known as situate in the County of Aiken, State of South Carolina, shown on a certain plat or various plats filed or to be filed in the office of the public records of said County and generally described as follows: Being a tract or lot of land containing 4.45 acres, more or less, and being the same lands conveyed to Grantor by deed of ESTATE OF STARKEY SHARPE FLYTHE, JR. ET AL., dated or recorded 06/27/2016 and 04/29/2016, and filed in the Register of Deeds office for Aiken County in Deed Book 4611 at Page 424 and in Deed Book 4601 at Page 1897.

**Property is located along Georgia Ave in Aiken County, South Carolina.**

**Right of Way is hereby granted for new electric facilities as is more or less shown on Dominion Energy Drawing "D-85092" and revisions thereof which is by reference only made a part hereof.**

TMS: 007-07-06-003

The Grantor hereby grants and conveys to Grantee, its successors and assigns, the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair and perpetually maintain upon, over, under, along, across and through any and all property shown on the plat of land referred to above, and upon, over, under, along, across and through any and all streets, alleys, roads or other public ways or places of said development now existing or hereafter laid out, an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, together with the right of ingress, egress and access to and from such rights of way, across and upon the lands of Grantor, as may be necessary or convenient for the purposes connected therewith.

Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tieovers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right, from time to time, to install guy wires upon lots in said development, to overhang lots with conductors, cross arms and service wires with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires or pipe lines and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successor and assign as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Grantor further agrees to maintain minimum ground coverage of twenty four (24) inches and maximum ground coverage of forty two (42) inches over all underground pipe (gas) lines.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

[SIGNATURES TO FOLLOW]





**RIGHT OF WAY GRANT TO  
DOMINION ENERGY SOUTH CAROLINA, INC.**

Line: **NORTH AUGUSTA PUBLIC SAFETY HEADQUARTERS**

County: **Aiken**

R/W File Number: **26948**

Grantor(s): **CITY OF NORTH AUGUSTA**

Return to: **DESC**







RESOLUTION NUMBER 2024-06  
AUTHORIZING THE CITY TO ACCEPT QUITCLAIM DEEDS FROM THE SOUTH  
CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT) FOR  
ROADS S-186 (PART), S-717 AND S-634

WHEREAS, Section 57-5-80 of the South Carolina Code of Laws, 1976, as amended, permits SCDOT to transfer ownership of any road in the state highway secondary system determined to be of low traffic importance to a municipality if mutual consent is reached between SCDOT and the municipality; and,

WHEREAS, to facilitate the construction of the Bluff Avenue Streetscape project, it was necessary to request the transfer of various roadways, described as S-186 (Bluff Avenue), S-717 (West Terrace), and S-634 (Cumberland Avenue), from the state secondary system to the City of North Augusta (City); and,

WHEREAS, on December 9, 2021, the SC Highway Commission approved the City's request; and,

WHEREAS, pursuant to Section 57-5-340, Code of Laws of South Carolina, as amended, the SCDOT has furnished quitclaim deeds for the described roadways; and,

WHEREAS, the Mayor and Council have determined that it would be in the best interest of the City of North Augusta to accept title to said properties.

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:

1. That the City accepts the deed from the South Carolina Department of Transportation for the Road S-186 (f/k/a/ Road S-361) (Bluff Avenue), approximately 0.3 mile of road right of way, and all improvements thereon.
2. That the City accepts the deed from the South Carolina Department of Transportation for Road S-634 (Cumberland Ave), approximately 0.05 mile of road right of way, and all improvements thereon, and Road S-717 (West Terrace), approximately 0.14 mile road right of way, and all improvements thereon.
3. That the recording of said deeds in the RMC Office for Aiken County is hereby authorized.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS \_\_\_\_ DAY OF FEBRUARY, 2024.

\_\_\_\_\_  
Briton S. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk



This portion Road S-717 (West Terrace) was removed from the SC State Highway System by approval of the Highway Commission on December 9, 2021.

The Department acquired right of way for Road S-717 (West Terrace) by Letter of Dedication from the City of North Augusta dated May 18, 1973, and being filed in the South Carolina Department of Transportation Deed Vault in Columbia, South Carolina under Road S-717 (West Terrace), File Number 2.592.

Grantee's Address: 100 Georgia Avenue  
North Augusta, South Carolina 29841

This conveyance is being made subject to any and all existing public utility rights of user, reservations, easements, rights of way, control of access, zoning ordinances and restrictions or protective covenants that may appear on record or on the premises, other than those hereby released.

**TOGETHER** with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

**TO HAVE AND TO HOLD**, all and singular, the said premises before mentioned the **City of North Augusta**, its heirs, successors and assigns, forever.

WITNESS the hand and seal of the South Carolina Department of Transportation this 10<sup>th</sup> day of January, in the year of our Lord Two Thousand Twenty Four

Signed, sealed and delivered  
in the presence of

SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

[Signature]

By [Signature] (L.S.)  
Christy A. Hall, P.E., Secretary of Transportation

[Signature]

By [Signature] (L.S.)  
Madeleine Hendry, Acting Deputy Secretary for  
Finance and Administration

THE STATE OF SOUTH CAROLINA

)

) ACKNOWLEDGEMENT

COUNTY OF RICHLAND

)

Personally appeared before me the above named Grantors on behalf of South Carolina Department of Transportation and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 10<sup>th</sup> day of January, 2024.

[Signature]  
Notary Signature

Catherine L. Brooks  
Printed Name of Notary

NOTARY PUBLIC FOR THE STATE OF  
SOUTH CAROLINA  
My Commission Expires: 2/8/26  
(Affix Seal if outside SC)

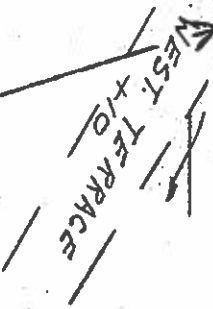
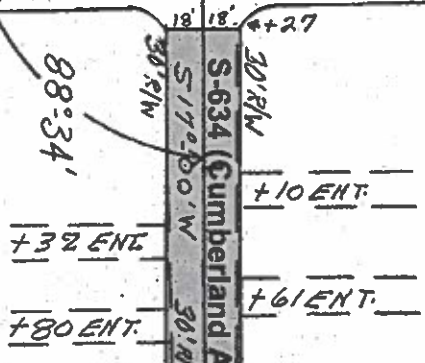
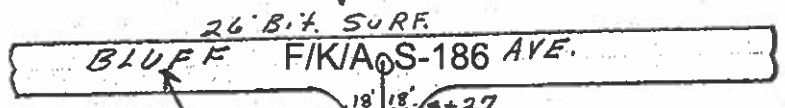


# EXHIBIT "A"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE QUITCLAIM AREA AND IS DIRECT REFERENCE TO ENGINEERING PLANS A COPY OF WHICH CAN BE OBTAINED FROM SCDDT 12118/2023 933 PARK STREET, COLUMBIA SC 29201

Sheet #6

BEGINNING SURVEY STA. 0+27.2  
DKT. 2.397 RD. S-634



Parcel A  
Quitclaim Area  
To The City Of North Augusta  
0.05 MI



ENDING SURVEY STA. 2+55.3  
DKT. 2.397 RD. S-634

Aiken Co  
File 2.397  
S-634  
Sheet 9

		<b>SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION</b> Quitclaim Area - Approx 0.05 MI File 2.397		
PREPARED 12/18/2023	SCALE 25 0 50 FEET	Aiken COUNTY		







TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned the City of North Augusta, its heirs, successors and assigns, forever.

WITNESS the hand and seal of the South Carolina Department of Transportation this 6<sup>th</sup> day of January, in the year of our Lord Two Thousand Twenty Three

Signed, sealed and delivered in the presence of

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

*Cathy Hall*

By: *Christy A. Hall* (L.S.)  
Christy A. Hall, P.E., Secretary of Transportation

*Madeleine Hendry*

By: *Madeleine Hendry* (L.S.)  
Madeleine Hendry, Acting Deputy Secretary for Finance and Administration

THE STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

)  
) ACKNOWLEDGEMENT  
)

Personally appeared before me the above named officers on behalf of South Carolina Department of Transportation and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 6<sup>th</sup> day of January, 2023.

*Catherine C. Brooks*  
Notary Signature

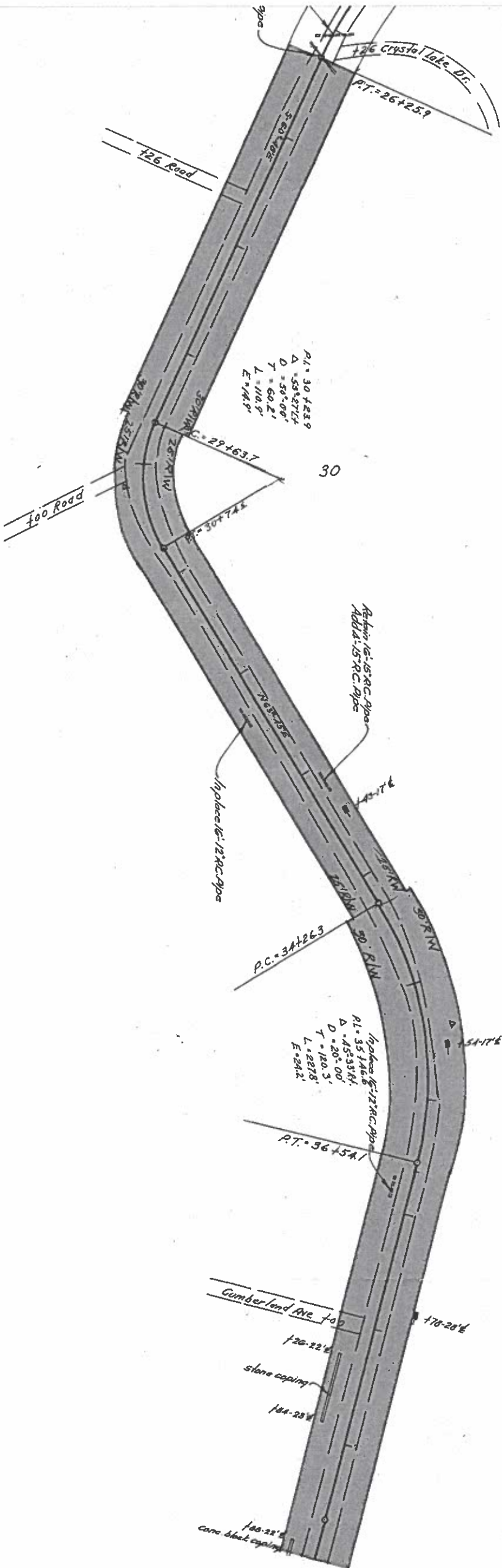
Catherine C. Brooks  
Printed Name of Notary

NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA  
My Commission Expires: 2/8/26  
(Affix Seal if outside SC)



# EXHIBIT "A"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE QUICCLAIMED AREA AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS A COPY OF WHICH CAN BE OBTAINED FROM SCDOT HEADQUARTERS, 955 PARK STREET, COLUMBIA, SC 29201.



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**SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION**  
 QUICCLAIM AREA FOR ROAD REMOVAL TO THE CITY OF NORTH AUGUSTA  
 APPROX - 0.30 MILES TOTAL FILE 2.360

Prepared 06/07/2022

SCALE

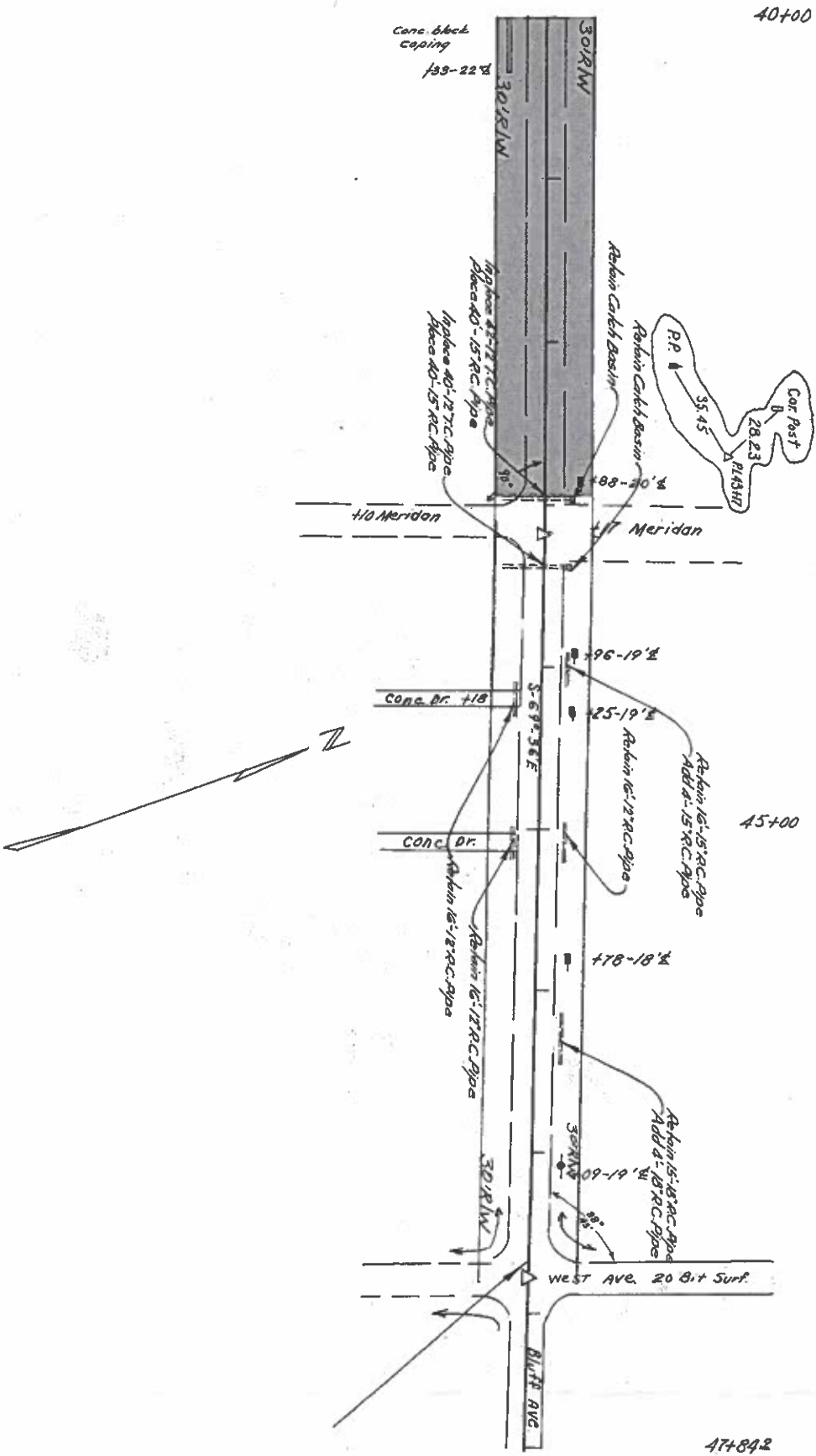
50 0 50 FEET

Aiken County



# EXHIBIT "B"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE QUITCLAIMED AREA AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS A COPY OF WHICH CAN BE OBTAINED FROM SCOT HEADQUARTERS, 955 PARK STREET, COLUMBIA, SC 29201.



**SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION**  
 QUITCLAIM AREA FOR ROAD REMOVAL TO THE CITY OF NORTH AUGUSTA  
 APPROX - 0.30 MILES TOTAL FILE 2.360

Prepared  
06/07/2022

SCALE

50 0 50  
FEET

Alken  
County

**SCOT**

