

# North Augusta



*South Carolina's Riverfront*

## **MINUTES OF APRIL 15, 2024**

*Briton S. Williams, Mayor*

*Jenafer F. McCauley, Councilmember – Mayor Pro Tem*

*David B. Buck, Councilmember*

*Pat C. Carpenter, Councilmember*

*David W. McGhee, Councilmember*

*Eric H. Presnell, Councilmember*

*Kevin W. Toole, Councilmember*

## **ORDER OF BUSINESS**

The Public Hearing was streamed for public viewing online at: “City of North Augusta – Public Information” on [www.Facebook.com](http://www.Facebook.com) and “City of North Augusta Public Information” on [www.YouTube.com](http://www.YouTube.com).

## **REGULAR MEETING**

The Regular meeting of the City Council of the City of North Augusta of April 15, 2024 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](http://www.Facebook.com) and on the “City of North Augusta Public Information” on [www.YouTube.com](http://www.YouTube.com). 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 Buck, Carpenter, McCauley, McGhee, Presnell, and Toole.

Also, in attendance were James S. Clifford, City Administrator; J.D. McCauley, Assistant City Administrator; Kelly F. Zier, City Attorney; Joe Lucas, Managing Member of Pope Flynn Group; Chief Junior Johnson, Director of Public Safety; Tommy Paradise, Director of Planning and Development; Ricky Jones, Manager of Information Technology; and Jamie Paul, City Clerk.

**ITEM 4. APPROVAL OF MINUTES:**

The minutes of the City Council Meeting of April 1, 2024 were approved as submitted by general consent.

**ITEM 5. PROCLAMATIONS:**

- a. **National Tennis Month – May 2024**
- b. **National Public Safety Telecommunicators Week – April 14 – April 20, 2024**

Mayor Williams read the National Tennis Month – May 2024 Proclamation and presented to Karen Fralick. **(See Attachment #5a)**

Mayor Williams read the National Public Safety Telecommunicators Week – April 14 – April 20, 2024 Proclamation and presented to Beth Mims, Communications Technician. **(See Attachment #5b)**

**OLD BUSINESS**

**ITEM 6. PLANNING & DEVELOPMENT: Ordinance No. 2024-06 To Approve the Revised General Development Plan of the 195.39+- Acre Hammond's Ferry Planned Development Located on the West Side of Georgia Avenue Between the North Augusta Greenway and the Savannah River (Revisions Relating Solely to Phase B of Such Revised General Development Plan) – Second Reading**

Administrator Clifford stated that items 6, 7, & 8 Ordinances are all linked and have been discussed at length in Executive Sessions, Study Session, Public Hearing, and with the first readings. He noted no changes have been made to the Ordinances from the first reading to the second reading.

**Public Comment:**

Fred Ilardi, resident, commented that the City is to pay a developer \$1.4 million and are they that desperate as the project has been going on for seven years. He read numbers that pertained to the GreenJackets attendance from April 5, 6, & 7 2024 with an average attendance in 2023 of 4,195 which is the highest number in the U.S. He noted the issue is putting apartments next to the area that has the most people meeting and need to respect the people buying those apartments. He noted that he wants Riverside Village to succeed and lots of restaurants that require parking. He added that he is looking for this development to work.

It was moved by Councilmember Presnell, seconded by Councilmember McCauley, to approve Ordinance No. 2024-06 To Approve the Revised General Development Plan of the 195.39+- Acre Hammond's Ferry Planned Development Located on the West Side of Georgia Avenue Between the North Augusta Greenway and the Savannah River (Revisions Relating Solely to Phase B of Such Revised General Development Plan) – Second Reading. Unanimously Approved. **(See Attachment #6)**

**ITEM 7. PLANNING & DEVELOPMENT: Ordinance No. 2024-07 Abandoning a Road Right-of-Way Shown as Wanninger Run on a Plat for Hammond’s Ferry Ballpark Village, Phase B in the City of North Augusta – First Reading**

No public comment.

It was moved by Councilmember Presnell, seconded by Councilmember Carpenter, to approve Ordinance No. 2024-07 Abandoning a Road Right-of-Way Shown as Wanninger Run on a Plat for Hammond’s Ferry Ballpark Village, Phase B in the City of North Augusta – Second Reading. Unanimously Approved. **(See Attachment #7)**

**ITEM 8. PLANNING & DEVELOPMENT: Ordinance No. 2024-08 Authorizing and Approving the Execution and Delivery of a Fourth Amendment to Master Development Agreement and a Development Inducement Agreement; and Other Matters Relating Thereto – First Reading**

No public comment.

It was moved by Councilmember Buck, seconded by Councilmember McGhee, to approve Ordinance No. 2024-08 Authorizing and Approving the Execution and Delivery of a Fourth Amendment to Master Development Agreement and a Development Inducement Agreement; and Other Matters Relating Thereto – Second Reading. Unanimously Approved. **(See Attachment #8)**

**NEW BUSINESS**

**ITEM 9. PLANNING & DEVELOPMENT: Resolution No. 2024-14 Authorizing the City of North Augusta, South Carolina to Enter into a First Amendment to Parking Operating Agreement Among Ackerman Greenstone North Augusta, LLC, the North Augusta Public Facilities Corporation, and The City and Other Matters Related Thereto**

Administrator Clifford stated the resolution is specific to the hotel deck across from the Crown Plaza. He noted that the City passed a Master Parking Agreement previously and that this is a subset of the overall Master Parking Agreement.

Joe Lucas, Managing Member of Pope Flynn Group, reviewed in detail Resolution 2024-14 to Council.

**Public Comment:**

Fred Ilardi, resident, inquired on who administers the parking for Parcel K and how is the parking going to work.

Discussion ensued relating to the parking issues and all of meetings held regarding parking and transparency.

It was moved by Councilmember McCauley, seconded by Councilmember Presnell, to approve Resolution No. 2024-14 Authorizing the City of North Augusta, South Carolina to Enter into a First Amendment to Parking Operating Agreement Among Ackerman Greenstone North Augusta, LLC, the North Augusta Public Facilities Corporation, and The City and Other Matters Related Thereto. Unanimously Approved. **(See Attachment #9)**

**ITEM 10. ADMINISTRATION: Resolution No. 2024-15 Appointment of a Hearing Officer for Business Licenses**

No public comment.

Attorney Zier highlighted on the process of the hearing officer needed for business licenses that may be denied, suspended, or revoked and added that the business can appeal and a hearing would need to be held within 10 days per the City Code. He highlighted on the qualifications of Morris Rudnick, Esquire that he is recommending to hear any business license appeals.

It was moved by Councilmember Buck, seconded by Councilmember Presnell, to approve Resolution No. 2024-15 To Designate a Hearing Officer to Hear Appeals Related to the Issuance, Denial or Suspension of a Business License by the License Official for the City. Such Appeals Would Be Related to Section 15-16 Municipal Code for the City of North Augusta. Unanimously Approved. **(See Attachment #10)**

**ITEM 11. ADMINISTRATIVE REPORTS**

Administrator Clifford stated that the City had a successful Masters tournament week and hosting the Women's Amateur at the Crown Plaza and thanked the Council's efforts on making them feel welcomed from a variety of states and countries. He noted he has received numerous good feedbacks and the impact that the City of North Augusta had on their stay.

**ITEM 12. PRESENTATIONS/COMMUNICATIONS/RECOGNITION OF VISITORS:**

A. Citizen Comments:

Dale Haden, resident, stated that he would like to place a fence up, however, he cannot due to the Bald Cypress trees and expressed his concern on safety.

Administrator Clifford noted that at a future Council meeting a resolution will be brought to Council regarding the removal of a number of those trees in Hammond's Ferry.

B. Council Comments:

Councilmember McCauley highlighted on the following:

- Third Thursday Downtown – April 18 from 5:00pm-8:00pm
- Downtown Spring Fest – April 27 from 10:00am-4:00pm

Councilmember Carpenter added that the turf is about to be installed at the Miracle Field.

**ITEM 13. ADJOURNMENT**

The Regular City Council meeting adjourned at 6:47pm.

APPROVED THIS 6<sup>th</sup> DAY OF  
MAY 2024.

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

Respectfully submitted,

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



## **PROCLAMATION**

### **NATIONAL TENNIS MONTH**

**WHEREAS**, *On May 21, 1881, the USTA, originally known as the United States National Lawn Tennis Association, was founded in New York City, New York, to create rules and standards for the emerging game of lawn tennis; and*

**WHEREAS**, *The USTA is the nonprofit, national governing body for tennis in the United States, and leads the promotion and growth of the sport at every level of play, from beginners to professionals at the US Open; and*

**WHEREAS**, *The USTA is the largest tennis organization in the world, with over 550,000 members from every corner of the country; and*

**WHEREAS**, *The USTA proudly partners with local tennis programs to showcase the important health, social, and educational benefits of tennis, and make the sport available to everyone, regardless of age, environment, condition, or ability, through its USTA Adaptive grants; and*

**WHEREAS**, *The latest research by the Physical Activity Council shows that more than 23.8 million Americans played tennis in 2023, an unprecedented 25 percent increase in participation over 2020 and the highest number of players since the PAC study began in 2007; and*

**WHEREAS**, *By increasing the accessibility of tennis for citizens of North Augusta, South Carolina of all ages and ability, the USTA has contributed to making our community happier and healthier; and*

**WHEREAS**, *USTA has declared the month of May as National Tennis Month to encourage players, organizations, facilities, retailers, tennis manufacturers and more to promote local programs and activities, at parks and facilities to showcase tennis and spread the word about the sport and its benefits, and to help players and non-players alike find courts and play opportunities in their communities.*

**NOW, THEREFORE**, *I, Briton S. Williams, Mayor of the great city of North Augusta, do hereby proclaim May 2024 as*

### **NATIONAL TENNIS MONTH**

*and hereby urge the citizens of North Augusta to become aware of and support National Tennis Month.*

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*Briton S. Williams, Mayor  
City of North Augusta*



## PROCLAMATION

### ***NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK***

April 14 – April 20, 2024

***WHEREAS***, Emergencies can occur at any time that require police, fire, or emergency medical services; and,

***WHEREAS***, When an emergency occurs the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and,

***WHEREAS***, The safety of our police officers, firefighters, and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of North Augusta emergency communications center; and,

***WHEREAS***, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

***WHEREAS***, Public Safety Telecommunicators are the single vital link for our police officers, firefighters, and paramedics by monitoring their activities by radio, providing them information, and ensuring their safety; and,

***WHEREAS***, Public Safety Telecommunicators of the City of North Augusta have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and,

***WHEREAS***, Each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year.

***NOW, THEREFORE***, I, Briton S. Williams, Mayor of the City of North Augusta, hereby recognize the week of April 14 through April 20, 2024, to be National Public Safety Telecommunicators Week, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

***IN WITNESS WHEREOF***, I have hereunto set my hand and caused the seal of the City of North Augusta, South Carolina, to be affixed fifteenth day of April, 2024.

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Briton S. Williams, Mayor  
City of North Augusta

ORDINANCE NO. 2024-06  
TO APPROVE THE REVISED GENERAL DEVELOPMENT PLAN  
OF THE 195.39± ACRE HAMMOND’S FERRY PLANNED DEVELOPMENT  
LOCATED ON THE WEST SIDE OF GEORGIA AVENUE BETWEEN THE NORTH  
AUGUSTA GREENEWAY AND THE SAVANNAH RIVER  
(REVISIONS RELATING SOLELY TO PHASE B OF SUCH  
REVISED GENERAL DEVELOPMENT PLAN)

WHEREAS, Ordinance No. 2002-23 approving the General Development Plan for Hammond’s Ferry (formerly the North Augusta Riverfront) was recommended by the North Augusta Planning Commission on July 25, 2002 and adopted by the North Augusta City Council on December 2, 2002; and

WHEREAS, at the time of adoption of Ordinance No. 2002-23, the City of North Augusta (“City”) owned the entirety of the 195.39± acres located on the west side of Georgia Avenue between the North Augusta Greenway and the Savannah River; and

WHEREAS, in 2002 the City of North Augusta and Leyland Development, LLC, of Tuxedo, New York, on behalf of the North Augusta Riverfront Company, LLC (together with their successors and assigns, the “Master Developer”), entered into a Purchase Agreement to purchase portions of the City-owned 195.39± acres (the “Leyland Purchase Agreement”) and a Development Agreement (the “Leyland Development Agreement”) in accordance with South Carolina Code Ann. §6-31-10 et seq., as amended, to develop a mixed use Traditional Neighborhood Development in seven phases; and

WHEREAS, both the Leyland Purchase Agreement and the Leyland Development Agreement were amended more than once since originally executed to reflect changing conditions; and

WHEREAS, the Hammond’s Ferry Planned Development has proceeded generally as planned and provisions of both the Leyland Purchase Agreement and Leyland Development Agreement, as amended, have been implemented, together with the implementation of the provisions of the Phase B Development Agreement (defined below); and

WHEREAS, from time to time the Planning Commission has approved Minor Modifications to the General Development Plan for the Hammond’s Ferry Planned Development to clarify specific issues and reflect changing conditions (the “Prior Modifications”); and

WHEREAS, the City’s land development and zoning regulations contained in the Zoning and Development Standards Ordinance, originally adopted in 1996 and generally applicable to the Hammond’s Ferry Planned Development, were replaced by the North Augusta Development Code (NADC) which became effective on January 1, 2008; and

WHEREAS, Ordinance 2010-13 approving a Major Modification to the approved General Development Plan for Hammond’s Ferry was adopted by the North Augusta City Council on October 18, 2010 (the “2010 Major Modification”) and Ordinance 2015-14

approving a Major Modification to the approved General Development Plan for Hammond's Ferry was adopted by the North Augusta City Council on August 3, 2015 (the "2015 Major Modification"); and

WHEREAS, on or about March 15, 2017, the City and the Master Developer conveyed that portion of the Hammond's Ferry Planned Development constituting Phase B to Greenstone Hammond's Ferry, LLC ("Phase B Developer") and certain wholly-owned subsidiary entities; and

WHEREAS, on March 15, 2017, the City, the Phase B Developer and certain other parties entered into a Master Development Agreement and subsequently entered into several amendments thereto extending the term thereof (as so amended, the "Phase B Master Development Agreement"), pursuant to which, among other things, the City designated the Phase B Developer as master developer for a mixed use project in the City, now known as "Riverside Village" (formerly known as Ballpark Village), which project is the subject of the revisions to the Revised General Development Plan described in this Ordinance; and

WHEREAS, in recognition of changing conditions, the Prior Minor Modifications, the 2010 Major Modification and the 2015 Major Modification, unanticipated fluctuations in the real estate development industry and, more generally, the economy, the change in general development regulations, the prior modifications to the Leyland Purchase Agreement and Leyland Development Agreement, and the execution by the City and the Phase B Developer and the other parties thereto of the Phase B Master Development Agreement, the General Development Plan for the Hammond's Ferry Planned Development has undergone significant changes; and

WHEREAS, a joint application has been received from the City, the Phase B Developer and SCP Acquisitions, LLC, an affiliate of South City Partners ("SCP"), which is under contract to purchase certain parcels within Phase B in a proposed joint venture with Phase B Developer, requesting approval for a revised General Development Plan for Hammond's Ferry, with such requested revisions relating solely to those portions designated as Phase B of the Hammond's Ferry Planned Development; and

WHEREAS, the revisions set forth in the proposed Revised General Development Plan for Hammond's Ferry described herein constitute a further Major Modification of the General Development Plan for Hammond's Ferry requiring the approval of the North Augusta Planning Commission and approval by ordinance of the North Augusta City Council; and

WHEREAS, the North Augusta Planning Commission, at its regular meeting, reviewed the subject application and voted to recommend that the North Augusta City Council approve the revised General Development Plan for the 195.39± acre North Augusta Riverfront Planned Development; and

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 Revised General Development Plan for the 195.39± acre Hammond's Ferry Planned Development is hereby approved as outlined below and as shown on the attached plan identified as Exhibit A and incorporated herein. A plan outlining Phase B as contemplated by this Revised General Development Plan, prepared by Brock Hudgins Architects and dated October 26, 2023, is identified as Exhibit B and also incorporated herein. The General Development Plan Narrative for Hammond's Ferry prepared by North Augusta Riverfront Company, LLC, dated July 20, 2010, revised April 17, 2015 and further revised as of February 20, 2024, is attached hereto as Exhibit C for information purposes only. The General Development Plan Narrative in the form attached hereto as Exhibit C has been revised solely to the extent necessary to contemplate the proposed changes to the development of Phase B, but has otherwise not been updated from the form adopted in connection with the 2015 Major Modification. The Hammond's Ferry Pattern Book prepared by North Augusta Riverfront Company, LLC, dated June 2003 and revised August 2010 and May 2015, is attached hereto as Exhibit D for information purposes, and describes the design guidelines to be applied by the Master Developer and the Hammond's Ferry Property Owners Association to land development and building construction in Hammond's Ferry. The Hammond's Ferry Book of Operating Principles dated February 3, 2006 and the Hammond's Ferry Master Declaration of Codes, Covenants and Easements, dated February 3, 2006, and applicable to existing and future owners of property in the Hammond's Ferry Planned Development is attached hereto as Exhibit E (collectively, the "Hammond's Ferry Covenants and Restrictions").
  
- II. It is the intent of this Revised General Development Plan that the development of Hammond's Ferry continue in a manner that is consistent with the original Master Plan for the Hammond's Ferry Traditional Neighborhood Development prepared in 2002 and modified in 2010 and 2015 and as the construction of the other Phases has been implemented to date. The development approvals in and for Hammond's Ferry that were granted prior to the effective date of the Revised General Development Plan approved by this Ordinance, including the master water, sanitary sewer and stormwater plans, the overall vehicular and pedestrian circulation plans, traffic analyses, the previously approved subdivisions and site plans and privately developed structures are deemed to be consistent with this Ordinance. The provisions of this Ordinance shall apply to all future development in the 195.39± acre Hammond's Ferry Planned Development and any modifications to structures existing prior to the effective date of this Ordinance.
  - A. **Scope of Development, Modifications and Approvals:** The scope of development described in the chart in §II.B.1, Scope of Development by Phase, shall be the maximum level of development allowed. The Scope of Development by Phase represents a reasonable expectation of the ultimate buildout of Hammond's Ferry. The final number of lots may be more or less than shown in the chart. The final number of residential units and commercial square feet may be less. Any increase in the maximum residential density (units) or commercial intensity (square feet) beyond the total listed for the development must be approved as a major modification to the Hammond's Ferry General Development Plan. The land uses permitted in the Hammond's Ferry Planned Development shall be limited to those described in this Ordinance.
    1. **Major Modifications:** Major modifications to the development plan are changes that significantly affect the content of the general development plan. Major

modifications to the development plan shall be approved by the City Council after a public hearing and recommendation by the Planning Commission.

2. **Minor Modifications:** Minor modifications to the general development plan include changes to the mix of uses, location and sequence of phases and sub phases, and scope of development and may be approved by the Planning Commission upon application for a minor modification or at the time of concept plan approval for a phase or subdivision approval for any portion of a phase.
3. **Modifications to the Hammond's Ferry Pattern Book and Hammond's Ferry Covenants and Restrictions:** With the exception of Exhibit A to the Hammond's Ferry Pattern Book, which is updated and superseded by Exhibit A to this Ordinance solely with respect to the changes to Phase B described therein, all provisions of the Hammond's Ferry Pattern Book remain in full force and effect. Any modification, amendment or addition to the Hammond's Ferry Pattern Book, the Hammond's Ferry Covenants and Restrictions or the Hammond's Ferry Business District Association Declaration of Codes, Covenants and Easements for Non-residential Property in Hammond's Ferry proposed by any party, including, but not limited to, the Master Developer, Hammond's Ferry Property Owners Association, the Hammond's Ferry Design Committee ("HFDC") or any property owner that affects architectural design, lot design, phasing, traditional neighborhood character or general appearance of the development must be reviewed and approved by the Planning Commission prior to implementation. The review by the Planning Commission will be solely to determine if the proposed change is consistent with the General Development Plan for the Hammond's Ferry Traditional Neighborhood Development and this Ordinance. It is understood that the Pattern Book does not currently address the entirety of development planned for Phase E. Pattern Book provisions applicable to Phase E will be prepared and proposed by the Master Developer prior to the submission of any subdivision or development applications for Phase E. The provisions of this section II.A.3 will be applicable only until such time that the total of the Hammond's Ferry Development is completed and the Master Developer transfers responsibility for the management of the Hammond's Ferry Property Owners Association to the elected board of the Association.
4. **Subdivision, Site Plan, Final Plat and Deed of Dedication Approvals:** The concept plans for individual phases, schedule of sub phases and preliminary and final plats for each sub phase or portion thereof, and site plans shall be subject to approval by the Planning Commission or Director as applicable in accordance with the applicable provisions of the NADC. Deeds of dedication, performance guarantees and maintenance guarantees, where required, shall be processed and approved in accordance with the applicable provisions of the NADC.
5. **Applicable Standards for Review:** The information contained in the General Development Plan Narrative for Hammond's Ferry represents the Master Developer's intent, shall supplement the provisions of this Ordinance and shall be used in the review of phase concept, subdivision and site plans for projects within Hammond's Ferry. The General Development Plan Narrative may be used only to interpret general intent in the review of plans for projects in Hammond's Ferry, in

the evaluation of proposed modifications to the General Development Plan or in the review of waivers to the development standards as described in §§II.A.1-4. In the event of a conflict between the provisions of this Ordinance and the content of the General Development Plan Narrative, the provisions of this Ordinance shall prevail. In the event of a conflict between the provisions of the NADC and this Ordinance, the provisions of this Ordinance shall prevail. In the event of a conflict between the provisions of this Ordinance and the Hammond's Ferry Pattern Book or the Hammond's Ferry Covenants and Restrictions or the Hammond's Ferry Business District Association Declaration of Codes, Covenants and Easements for Non-residential Property in Hammond's Ferry, solely as such relates to Phase B, this Ordinance shall control. All other design criteria and development standards (parking, streets, stormwater, utilities, landscaping, accessory structures, sidewalk cafes and sales, signs, etc.) applicable to each phase of the development and not otherwise prescribed in the Revised General Development Plan or this Ordinance shall be as prescribed in the NADC.

**6. Individual Site Plan, Building Permit and Certificate of Occupancy Approvals:**

- a. Site plans for individual lots will not be approved for the issuance of a building permit by the City until the requirements of this Ordinance have been satisfied as determined by the Director.
- b. Site plans will not be approved by the Director, or the Planning Commission if applicable, until the HFDC has reviewed the plans and determined that the design complies with the Hammond's Ferry Pattern Book and Hammond's Ferry Covenants and Restrictions.
- c. Except for those projects located in Phase B that would otherwise be required to comply with this section, Building Permits for the initial construction of residential buildings of sixteen units or less on lots in Hammond's Ferry will be issued to members of the Hammond's Ferry Builders Guild only. The Master Developer will update the Builders Guild membership list as changes in membership occur.
- d. Notwithstanding anything to the contrary in this §II.A.6.d., any projects in Phase B shall be subject to approval by HFDC upon submission of design documents and shall be built in accordance with those approved plans. Except with respect to improvements in Parcel B where design plans were previously reviewed by and approved by the HFDC as stated above, certificates of occupancy on new construction will not be approved until the HFDC has confirmed that the construction is in compliance with the Hammond's Ferry Pattern Book and Hammond's Ferry Covenants and Restrictions and has notified the Director that construction is complete.
- f. Subsequent to the issuance of a certificate of occupancy for a residential structure of sixteen units or less, the owner may retain any adequately licensed builder or may undertake his or her own building improvement renovation or expansion in accordance with applicable building permitting regulations. However, if the expansion includes an increase in the footprint or a revision to the external appearance of the structure(s) on the lot, a contractor member of the Builders Guild must be engaged for the construction.
- g. Building Permits for the initial construction or subsequent improvement, renovation or expansion of multifamily residential structures exceeding sixteen

(16) units and nonresidential structures may be issued to any adequately licensed contractor.

**B. Development Program and PD Use List:**

**1. Scope of Development by Phase:**

Phase	Acres*	Name	Est. Lots	Residential Units	Commercial (Square Feet)	Est. Years
A	47.53	Riverbend	262	345	30,000	2004-2018
B	31.90	Riverside Village	40	695	220,000	2015-2027
C	1.83	Lake West	TBD**	TBD**	Recreation	2015-2021
D	18.05	Creekside	73	73	5,000	2015-2018
E	18.21	Highlands	TBD**	TBD**	5,000	2015-2021
Parks and Public Lands	77.87	(Flex Units and Commercial Space)	NA	50	15,000	NA
<b>Totals</b>	<b>195.39</b>	<b>---</b>	<b>---</b>	1163	275,000	<b>---</b>

\* Acreage equals gross acreage, including roads, park space, open space, lakes, common areas, ancillary uses, infrastructure, etc.

\*\* To be determined.

2. **Phase B:** Phase B includes the Riverside Village (formerly known as Riverfront Plaza/Ballpark Village) concentrated commercial area. Portions of Phase B have been completed, but approximately 5.73 acres remain to be completed, consisting of six separate undeveloped lots (Parcels C, D, G, H, I and K). As projected, not less than a total of approximately 25,000 square feet of pedestrian oriented commercial use shall be located on the ground floors of the buildings or portions of buildings facing or fronting on Center Street and in Riverside Village between Railroad Avenue and Riverfront Park. The projected development for Phase B is set forth below:

Parcel Identifier	Use	Acres	Density/Intensity		
			Size	Units	Parking
A	Public	6.46	4,500 seats		
	Commercial		12,789 SF		
A1	Commercial/Residential	0.80	14,000 SF	48	
A2	Commercial	0.14	5,965 SF		
B	Public Use Parking Deck	1.67			539 spaces
C	Mixed Use	0.98	4,280 SF	87	
D	Single Family/retail	0.83	2,600	22	
D1	Open Space	1.26			
E	Public Use Parking Deck	1.50			413 spaces
F	Commercial	1.64	41,757 SF		

<b>G</b>	<b>Commercial/Residential</b>	<b>0.41</b>	<b>4,000 SF</b>	<b>58</b>	
<b>G1</b>	<b>Commercial</b>	<b>0.01</b>	<b>200 SF</b>		
<b>H</b>	<b>Residential</b>	<b>0.69</b>			
<b>I</b>	<b>Residential</b>	<b>0.69</b>		<b>22</b>	
<b>J</b>	<b>Residential</b>	<b>7.11</b>		<b>280</b>	
<b>K</b>	<b>Residential</b>	<b>2.12</b>		<b>170</b>	
<b>L</b>	<b>Public Use Greenway/Open Space</b>	<b>2.16</b>			
<b>Right of Way</b>	<b>Public Infrastructure (West Ave)</b>	<b>0.38</b>			
<b>Right of Way</b>	<b>Public Infrastructure</b>	<b>5.13</b>			
<b>Right of Way</b>	<b>Future Public Infrastructure</b>	<b>1.34</b>			
<b>Subtotal</b>		<b>35.32</b>	<b>85,591 SF</b>		<b>952 spaces</b>
<b>Subtotal for Phase B (excluding D1 and L)</b>		<b>31.90</b>	<b>85,591 SF</b>	<b>695</b>	
<b>Ground Floor Commercial Uses</b>			<b>29,834 SF</b>		

3. **Phase E:** The ultimate uses including parks, recreation, commercial and residential including the number of units and lots to be developed in Phase E, Highlands, have not yet been determined. The ultimate determination on the location of the Georgia Power transmission line easement will influence the circulation, block and lot design. However, to the extent that residential and commercial uses are included, Phase E will be developed in a traditional neighborhood pattern consistent with the initial phases of Hammond’s Ferry.
  
4. **Years of Development:** The estimated years listed for the development of each phase are planning estimates for the development of subdivision infrastructure. Actual years of development for each phase may vary based on economic conditions, absorption rates and other factors. The completion of buildings on all of the individual lots developed will take longer.
  
5. **Permitted Uses:** All of the uses listed in the Downtown Mixed Use District as shown in Table 3-2, Use Matrix, of the NADC and additional uses listed herein are permitted in any of the phases of the Hammond’s Ferry Planned Development, in either single use or mixed use structures. The form and scale of the permitted uses will be determined by the lot type, lot size, required off-street parking and the Hammond’s Ferry Pattern Book.
  
6. **Residential Uses:** The mix of uses in each phase will be primarily residential units of various sizes. Residential units may include for sale or rent single-family detached and attached, multifamily, and live-work units for small business and work-at-home activities. Approximately 7.9 dwelling units per acre is the average gross residential density for the 195.39± acre project. Gross density will vary between phases. Definitions for density applicable to this project include:
  - a. **DUA:** Dwelling units per acre.
  - b. **Gross Density:** The number of residential units in a phase or subdivision divided by the total number of acres in the applicable phase or subdivision including open space, parks, lakes, streets, alleys, etc.

- c. **Maximum Density:** The total number of residential units that may be constructed in this project is 1,163. Maximum density does not include accessory dwelling units constructed on a detached single family lot in addition to a primary residential unit.
7. **Nonresidential Uses:** Neighborhood-serving and destination commercial, civic, institutional, lodging, recreation, educational and agricultural uses are permitted throughout the project. The maximum amount of commercial footage on an individual lot is limited by the lot type, lot dimensions and parking requirements for the lot.
  - a. The total commercial development permitted by phase is shown in the chart in §II.B.1.
  - b. Nonresidential uses including retail, hotel, restaurant and office uses may be developed on either urban zone or neighborhood zone designated lots.
  - c. Nonresidential square footage associated with home occupations, as they are defined and regulated in the NADC and located in residential units, is not counted toward the maximum commercial intensity by phase specified in §II.B.1.
  - d. Nonresidential square footage included as a major element of a live-work unit is counted toward the maximum commercial intensity by phase specified in §II.B.1.
  - e. Nonresidential intensity in excess of the maximum permitted in §II.B.1 may be approved for development by the City on public lands.
  - f. Additional uses permitted with no limit in each phase include civic, institutional, educational, lodging and meeting facilities, agriculture, boathouse, marina and boat ramp, and active recreation uses.
  - g. Assisted living facilities, adult congregate homes and nursing homes, if developed, will be assigned a density at the time of the site plan application equal to  $\frac{1}{2}$  (0.5) of a dwelling unit per room or  $\frac{1}{4}$  (0.25) of a dwelling unit per bed, whichever is greater. Commercial square footage will be calculated based on the amount of resident therapy and treatment areas, common and visitor areas including dining where guests may be served.
  - h. Educational uses include public and private educational facilities at all levels.
  - i. Civic and institutional facilities include government offices, museums, sports stadiums and churches.
  - j. Agricultural uses including nurseries and greenhouses should be confined to areas within power line easements and designated open or green space and may include limited crops, horticulture, orchards, forestry, beekeeping, and small fowl and livestock, including but not limited to chickens, rabbits and goats, for the specific use of individual households, on-site markets, or on-site commercial operations including a petting zoo.
8. **Flex Units and Commercial Space:** The Development Program includes fifty (50) flex units of residential density and fifteen thousand (15,000) square feet of commercial space. Flex units and commercial space may be added to any phase upon approval of the Planning Commission. Additionally, up to ten percent (10%) of the residential units allocated to a phase and not utilized in that phase may be transferred to another phase upon approval of the Planning Commission. However, no transfer of density may be approved that increases the gross density for the



recipient phase to more than twenty-seven (27) residential units per acre. The Planning Commission authority to approve or deny requests under this section is the sole discretionary right of said Planning Commission.

- C. **Lot Types:** Each proposed private lot on the Hammond's Ferry General Development Plan has been designated as either a neighborhood zone lot or an urban zone lot. Additionally, proposed parks, open space, City owned land and medians/islands within road rights of way have been designated.
1. **Urban Zone Lots:** Urban zone lots are intended for structures that are comparatively large in size, generally cover a substantial portion of the lot and are constructed close to the sidewalk in front and frequently with a zero side setback and common wall with an adjacent structure. They are frequently improved to a greater density and intensity than neighborhood zone lots and are located on higher traffic volume streets that include a mix of residential and commercial use structures. Individual urban zone lot structures often contain a mix of uses, i.e., ground floor commercial and upper story residential. Available on-street parking may be counted toward a portion of the parking requirement for nonresidential uses located on urban zone lots.
  2. **Neighborhood Zone Lots:** Neighborhood zone lots are primarily intended for single-family detached and townhome structures. The front, side and rear setbacks are greater than on urban zone lots. Neighborhood zone lots may contain commercial uses or a mix of uses including live-work units and multifamily residential structures. Because of the residential character of the neighborhood zone, on-street parking may not be counted toward the parking requirement for uses located on neighborhood zone lots.
  3. **Modifications to Lot Layouts:** The total number and configuration of lots, including additional or modified lot types, in a phase may be adjusted at the time major subdivision plans (preliminary plats) are developed and submitted for approval. The Planning Commission will consider the revised lot configuration in accordance with §II.A. Changes in lot configurations should be generally consistent with the designation of urban and neighborhood lots as shown on the revised General Development Plan.
  4. **Subdivision of Platted Lots:** Unimproved individual lots may be combined to create larger lots or subdivided to create smaller lots provided that each resulting lot is occupied by a primary structure that meets the setback requirements of this Ordinance. Adequate street frontage, access to the lot and required off-street parking must be provided. Accessory dwelling units may not be subdivided from an existing lot to create a separate lot.
  5. **Lot Access:** All lots shall front on and be addressed on a street or close. No lots may front on and be exclusively accessed by an alley. However, in specifically planned and platted situations, groups of lots may front on a green, park or plaza, addressed on the street that borders the green, park or plaza and utilize an alley for vehicular access.

6. **Front Loaded Lots:** Except as described in §II.B.7 below, lots that are accessible only from the front (not served by an alley or a side street) and driveways that enter the lot from the front are front loaded lots. Garages may be located beside the primary structure, attached or unattached to the primary structure, with the door facing the street (front loaded) but must set back not less than eighteen (18) feet from the front property line. Garages may be located behind the primary structure and be either front or side loaded but must be set back not less than eighteen (18) feet from the front property line. Adjacent front loaded lots may share a single driveway provided adequate cross access easements and maintenance responsibilities are adequately described and provided for. The maximum side setback may be increased on one side by eighty percent (80%) if necessary to accommodate the location of a driveway between a structure and a side lot line.
  
7. **Front Loaded Lots Phase B Only:** In Phase B, lots that are accessible only from the front (not served by an alley or a side street) and driveways that enter the lot from the front are front loaded lots. Garages shall be located behind the primary structure and may be attached or unattached to the primary structure. Garages may be either front or side loaded. Adjacent front loaded lots may share a single driveway provided adequate cross access easements and maintenance responsibilities are adequately described and provided for. The maximum side setback may be increased on one side by eighty percent (80%) if necessary to accommodate the location of a driveway between a structure and a side lot line. This will apply to Phase B only.

**D. Public Parks, Commons and Plazas:** Public parks, commons and plazas include a number of areas designated on the revised General Development Plan and described in the following chart. A public park is a recognized publicly owned space available for passive or active recreation managed by the City. A common is an open landscaped area within a street right of way that is larger than a median or an island and may be used for passive recreation. A plaza is a hard surfaced public space within a commercial area that is actively programmed for public and commercial events. The chart identifies the phase where each is located, the name, and the entity responsible for completing the improvements, either the City, the Master Developer, or its approved assignee. The parks, commons and plazas listed in the chart below have been or will be purchased by the Master Developer or its assignee, improved to City standards and deeded to the City. The design and proposed landscaping of all parks, commons and plazas remaining to be developed and improved and which will be owned or maintained by the City shall be reviewed, revised as necessary and approved by the City prior to the initiation of development or improvement. An asterisk (\*) following the name indicates that the park, common or plaza was improved prior to July 2010.



Phase	Name	Improved By
A	Boeckh Park*	Developer
A	Piedmont Common*	Developer
A	Diamond Common*	Developer
A	Preservation Park	Developer
B	Brick Pond Park*	City/Developer
A,B,D	Greenway Park*	City
B	Riverfront Park	City
B	Riverfront Plaza	Developer
D	Peerless Common	Developer
D	Arrington Common	Developer

1. **Private Open Space Greens:** Open space that is not retained in City ownership, including “greens” that provide a shared front yard for several lots will be platted as open space and ultimately deeded to the Hammond’s Ferry Property Owners Association.
  
2. **Medians and Islands:** Small medians and islands within road rights of way have been or will be improved by the Master Developer or his assignees in conjunction with road construction and dedicated to the City.
  
3. **Power Line Easement:** Land located within the Georgia Power transmission line easement may be utilized for agricultural, horticultural, open space or public parking uses.
  
4. **Riverfront Plaza:** The Riverfront Plaza area within Phase B has been designed to include a multiuse public commercial plaza available for a variety of special short term events including farmers markets, arts and crafts shows and sales, and similar activities. Daily uses may include passive park, outdoor seating for restaurant patrons, casual meeting space and parking. The detailed design of the space including the adjacent roadways and sidewalk space adjacent to buildings surrounding and within Riverside Village, has been completed through a cooperative workshop process that includes representatives of the developer, its consultants, city staff and city officials including the Planning Commission and City Council. Public amenities, landscaping, pavement treatments, infrastructure to support special events, on-street parking, vehicular and pedestrian traffic, parking management, emergency vehicle access and operation and related issues have been addressed and completed. The revisions to the General Development Plan set forth in this Ordinance are intended to address the completion of the remaining undeveloped Parcels in Phase B.
  
5. **Preservation Park:** Preservation Park is deed restricted as an archeological resource area and controlled as to the amount of excavation, landscaping and vertical development that may be constructed. It will be designed and improved by the Master Developer for a mix of uses that will include small scale special events, Blue Clay Farm produce sales, open space for informal soccer, softball, Frisbee and other “pick-up” type recreation activities. Preservation Park will also be designed to serve as overflow parking for special events in Riverfront Park and on the Greenway. Overflow parking use design may include roll over curbs and

sidewalks and structural treatment of the surface to accommodate vehicle access and parking. The deed restricted portion of the Georgia Power easement is not a part of Preservation Park and may be used for hard surface parking, special event parking, limited agriculture and open space in accordance with archeological deed restrictions.

**E. General Development Standards:** The following development standards apply to all development in the project. In situations where the development standards contained herein are silent or do not provide clear direction, the provisions of the NADC shall apply. Minor modifications to and waivers from development standards may be approved by the Planning Commission or Director as applicable at the time of concept plan approval for a phase or major subdivision plan approval for any portion of a phase in accordance with §II.A.

1. **Streets and Circulation:** The thoroughfares in Hammond's Ferry that have not been constructed to date will be designed to accommodate the safe and efficient movement of automobiles while providing a comfortable setting for pedestrians and community interaction. The network of thoroughfares provides multiple routes and is intended to allow for more narrow rights of way and paved surfaces that will both lend to a casual, pedestrian friendly, traffic-calming effect and provide, where practicable or required, for on-street parking throughout the project. Street sections and associated modifications shall comply with those delineated in Article 14 of the NADC with the following qualifications.
  - a. All streets, lanes, alleys, avenues, roads, promenades, driveways and sidewalks shall be paved with a hard surface. Gravel or other loose surfacing material will not be permitted.
  - b. The Master Developer or assignee shall prepare construction details for any curb and gutter sections, curb cut locations and driveway aprons, drainage inlets, utility installation locations within streets and alleys, and any others that may be necessary in cooperation with the City Engineer. Any such construction details that are inconsistent with the standards prescribed in the NADC or its Appendices must be approved by the City Engineer and Planning Commission in accordance with §II.A. prior to the approval of any major subdivision plan utilizing the details.
  - c. The Director may approve shared driveways for any group of lots in conjunction with the approval of a major subdivision plan.
  - d. The Planning Commission may require the installation of curb and gutter or sidewalks or both on any road section.
  - e. Delineated on-street parking shall be shown on a map or plat drawn to scale and submitted to the City. The map of delineated spaces will be used to allocate on-street spaces to nonresidential uses wishing to count the on-street spaces to meet the required number of parking spaces for the use.
  - f. An on-street parking space may be used only once to meet a parking requirement.
  - g. Streets designed to include on-street parallel parking on one or both sides of the street shall be constructed wide enough from curb to curb to provide for on-street spaces not less than seven (7) feet in width and two required travel lanes. Required travel lanes for roads that have not been constructed shall be no less than nine (9) feet in width on local roads and nine and one half (9.5)

feet in width on collector roads. Front Street, Center Street (excluding the segments adjacent to Riverside Village), Railroad Avenue, West Avenue and the yet to be identified access road to Phase E are considered collector roads. In no event shall any two way street be less than twenty (20) feet in width and no one way street shall be less than twelve (12) feet in width.

- h. Delineated parallel parking spaces shall be twenty-two (22) feet in length and shall be delineated with lines in a manner approved by the City Engineer.
- i. Streets that are designed for on-street parking spaces on only one side of the street may provide for parallel parking on one side for a portion of a block of not less than sixty (60) feet, and on the other side for the balance or a second portion of the block of not less than sixty (60) feet. If the delineated parallel parking spaces shift from one side of the street to the other, the delineated spaces must be separated by a minimum distance of twenty (20) feet.
- j. On-street parking spaces shall be delineated with four (4) inch white thermoplastic or four (4) inch white lines painted with approved pavement marking paint. All on-street spaces shall be delineated.
- k. Angle parking spaces, where used, shall measure not less than nine (9) feet in width by eighteen (18) feet in length in a rectangular parking space area. The rectangular parking area shall touch the curb at one corner and be aligned at forty-five (45) degrees to the curb in the direction of vehicular travel. Angle parking spaces may not encroach into the required width of the travel lane.
- l. Perpendicular parking spaces, where used, shall measure not less than nine (9) feet in width by eighteen (18) feet in length in a rectangular parking space area. The rectangular parking area shall touch the curb and be aligned at a ninety (90) degree angle to the curb. Perpendicular parking spaces may not encroach into the required width of the travel lane of twenty-four (24) feet in width. Delineated ninety (90) degree perpendicular head in parking spaces shall be permitted on Lafayette Street adjacent to Parcel K and on Brissie Drive adjacent to Parcel G and Parcel H of Phase B. These ninety (90) degree perpendicular head in parking spaces shall be approved as exclusive to the respective adjacent parcels and permitted to count as residential parking spaces in order to meet the required number of parking spaces for residential lots.
- m. On-street parking space delineations shall be no closer to an intersection so as to obscure an adequate sight line onto the intersecting street, reduce the designed turning radius onto an intersecting street, or otherwise limit traffic turning movements. Generally, parking spaces shall be located no closer to the intersecting curbs than forty (40) feet from the curb line of the intersecting street or closer than five (5) feet behind the front setback of the building on the first lot of the intersecting street, whichever is greater.
- n. Front Street shall be designed and constructed to include parallel parking on one or both sides from the west side of Piedmont Common/Fallmouth Street, to the point where it turns north and into Railroad Avenue.
- o. Railroad Avenue in the vicinity of Preservation Park has been adjusted to reduce the sharp curves and improve safety through the Blue Clay Farm area.
- p. The West Avenue extension from Bluff Avenue to Railroad Avenue is the only external connection planned for Hammond's Ferry that has not been developed. The completion of the West Avenue extension will be reviewed subsequent to the completion of Phase B and again subsequent to the completion of Phases A and D. The review will calculate actual traffic counts,

trip generation based on future development and distribution of traffic between existing external connections. Based on the NADC standards for external connectivity, the need for an additional external connection at West Avenue will be determined. The West Avenue extension, if developed, will be grade separated from the Greenway.

- q. As part of the major subdivision design review process, all street, utility, storm drainage, landscaping and on and off-street parking design shall be reviewed by the staff Development Review Committee for consistency and compliance with applicable development standards. On and off-street parking, street tree location, spacing, and species, traffic control signage and street light locations will be included in all plans submitted with applications for major subdivision development approvals. Plans will be designed by the Master Developer or assignee and evaluated by the City to ensure adequate visibility of traffic control signage, adequate sight triangles at intersections and to consider future landscape maintenance requirements. Street design including on-street parking shall be specifically designed and evaluated for adequate emergency vehicle access.

2. **Pedestrian Circulation:** Pedestrian walkways and sidewalks will be provided throughout the development connecting the residential phases with each other and with the commercial phases, adjacent neighborhoods, parks and other pedestrian trails in the vicinity including any pedestrian connection across the Savannah River.

3. **Bulk Standards for Lot Types:** Building location on a lot, minimum setbacks, build-to lines, building height, a building’s relationship to the street and allowable building encroachments into the right of way are the bulk standards specified in this section. Site constraints including existing and proposed easements, utilities, and natural features including trees may affect the location of a structure on a lot.

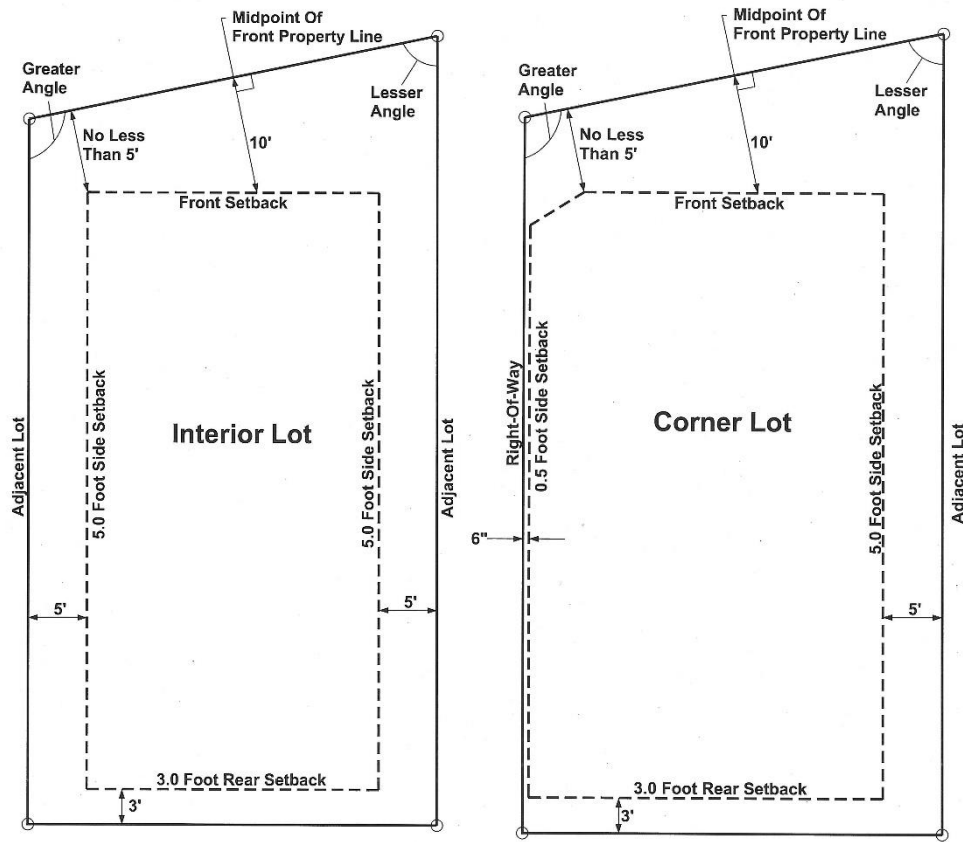
a. Setbacks for Neighborhood Zone Lots:

Setback	Principal Building	Accessory Structure
Front	The setback is measured on a line that is drawn perpendicular to the front property line at the midpoint of the lot. The minimum is 10.0 feet and the maximum is 15.0 feet. At no point shall the setback be less than 5.0 feet from the front property line.	Not Applicable.
Interior Side (Adjacent to Another Lot)	5.0 feet minimum. 10.0 feet maximum within 30.0 feet of the front property line.	3.0 feet minimum.
Exterior Side (Adjacent to Right of Way)	0.5 feet minimum. (Note the setback for projections into the exterior side setback.) 7.5 feet maximum.	0.5 feet (See the setback for projections into the exterior side setback.)
Rear Setback	3.0 feet minimum.	3.0 feet minimum.

b. Maximum Projections into Setbacks for Neighborhood Zone Lots:

<b>Type</b>	<b>Setback</b>	<b>Principal Building</b>	<b>Accessory Structure</b>
Buttress, chimney, cornice, pilaster, bay window	Front	No closer than 2.0 feet from the face of the building.	Not Applicable.
	Interior side	3.0 feet.	1.0 foot.
	Exterior side	0.0 feet.	0.0 feet.
	Rear	2.0 feet.	2.0 feet.
Unenclosed steps, stoops, ramps	Front	0.0 feet	Not Applicable.
	Interior side	3.0 feet.	3.0 feet.
	Exterior side	0.0 feet.	0.0 feet.
	Rear	3.0 feet.	3.0 feet.
Overhanging roofs, eaves, gutters, awnings, etc. 8 feet or more above grade	Front	No closer than 2.0 feet from the face of the building.	Not Applicable.
	Interior side	3.0 feet.	1.5 feet.
	Exterior side	1.0 feet beyond the property line overhanging the public sidewalk. No projection may extend beyond a public road curb line.	1.0 feet beyond the property line overhanging the public sidewalk. No projection may extend beyond a public road curb line.
	Rear	No closer than 1.0 feet to the property line.	No closer than 1.0 feet to the property line.
Mechanical equipment, heating and cooling units	Front	Not Applicable.	Not Applicable.
	Interior side	2.0 feet.	2.0 feet.
	Exterior side	Not Applicable.	Not Applicable.
	Rear	3.0 feet.	3.0 feet.
Fences and retaining walls.	Front	0.0 feet up to 3.0 feet high.	Not Applicable.
	Interior side	0.0 feet up to 3.0 feet high in front of the face of the building; 8.0 feet high behind the face of the building.	0.0 feet up to 8.0 feet high.
	Exterior side	0.0 feet up to 8.0 feet high.	0.0 feet up to 8.0 feet high.
	Rear	3.0 feet up to 8.0 feet high.	3.0 feet up to 8.0 feet high.

c. Neighborhood Zone Lot Minimum Setback Details:



d. Setbacks for Urban Zone Lots:

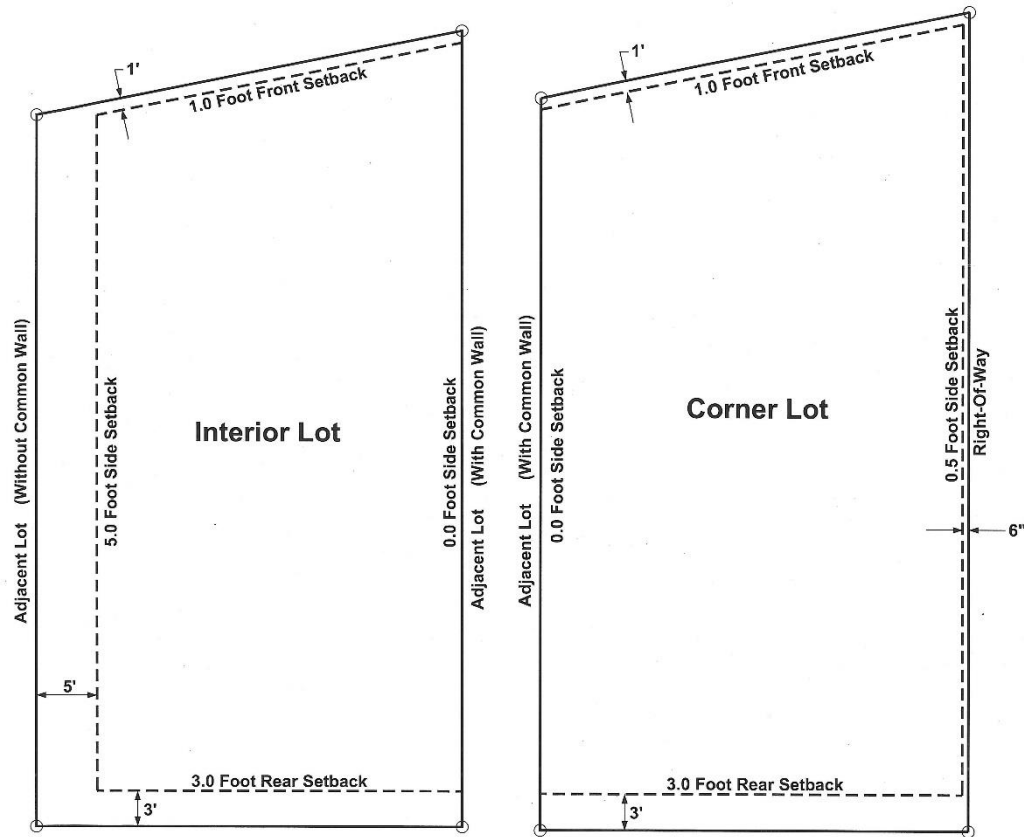
<u>Setback</u>	<u>Principal Building</u>	<u>Accessory Structure</u>
Front	The minimum is 1.0 foot measured parallel to the property line. The maximum is 5.0 feet.	Not Applicable.
Interior Side (Adjacent to Another Lot)	5.0 feet minimum. 10.0 feet maximum. May be 0.0 feet where there is a common wall between buildings. Where an urban zone lot is adjacent to a neighborhood zone lot the minimum side setback shall be five (5.0) feet.	3.0 feet. May be 0.0 feet where there is a common wall between buildings.
Exterior Side (Adjacent to Right of Way)	0.5 feet minimum. 5.0 feet maximum.	0.5 feet (See the setback for projections into the exterior side setback.)
Rear Setback	3.0 feet.	3.0 feet.

e. Maximum Projections into Setbacks for Urban Zone Lots:

<b>Type</b>	<b>Setback</b>	<b>Principal Building</b>	<b>Accessory Structure</b>
Buttress, chimney, cornice, pilaster, bay window	Front	0.0 feet.	Not Applicable.
	Interior side	3.0 feet; not applicable where the side setback is 0.0 feet.	3.0 feet; not applicable where the side setback is 0.0 feet.
	Exterior side	0.0 feet.	0.0 feet.
	Rear	1.0 foot.	1.0 foot.
Unenclosed steps, stoops, ramps	Front	0.0 feet	Not Applicable.
	Interior side	3.0 feet; not applicable where the side setback is 0.0 feet.	3.0 feet; not applicable where the side setback is 0.0 feet.
	Exterior side	0.0 feet.	0.0 feet.
	Rear	3.0 feet.	3.0 feet.
Overhanging roofs, eaves, gutters, awnings, etc. 8 feet or more above grade	Front	0.0 feet	Not Applicable.
	Interior side	3.0 feet; not applicable where the side setback is 0.0 feet.	1.5 feet; not applicable where the side setback is 0.0 feet.
	Exterior side	1.0 feet beyond the property line overhanging the public sidewalk. No projection may extend beyond a public road curb line.	1.0 feet beyond the property line overhanging the public sidewalk. No projection may extend beyond a public road curb line.
	Rear	No closer than 1.0 feet to the property line.	No closer than 1.0 feet to the property line.
Mechanical equipment, heating and cooling units.	Front	Not Applicable.	Not Applicable.
	Interior side	2.0 feet; not applicable where the side setback is 0.0 feet.	2.0 feet; not applicable where the side setback is 0.0 feet.
	Exterior side	Not Applicable.	Not Applicable.
	Rear	3.0 feet.	3.0 feet.
Fences and retaining walls.	Front	0.0 feet up to 3.0 feet high.	Not Applicable.
	Interior side	0.0 feet up to 3.0 feet high in front of the face of the building; 8.0 feet high behind the face of the building.	0.0 feet up to 8.0 feet high.
	Exterior side	0.0 feet up to 8.0 feet high.	0.0 feet up to 8.0 feet high.
	Rear	3.0 feet up to 8.0 feet high.	3.0 feet up to 8.0 feet high.



f. Urban Zone Lot Minimum Setback Details:



g. **Special Front Encroachment Provisions for Commercial Uses on Urban Zone Lots:** This section is applicable where the use of an urban zone lot is commercial (office, restaurant or retail) and the business actively utilizes the sidewalk adjacent to the building for outdoor eating, sales or entertainment. Architectural elements at grade including stoops, ramps, stairs, porches, colonnades, arcades and bay windows, projecting forward of the front plane of the building, may encroach upon the right of way up to one (1) foot provided vehicular and pedestrian circulation is not unreasonably restricted and the encroachment is approved in writing by the Director and City Engineer. In no case may the unobstructed width of the sidewalk be reduced to less than five (5) feet.

h. **Special Front Overhang Provisions for Urban Zone Lots:**

- i. Where the ground level use is nonresidential and the sidewalk in front of the building may be utilized for outdoor eating, sales, entertainment or window shopping, or where protection from the sun and rain is desirable and appropriate, awnings, canopies, marquees and entryway covers projecting forward of the front plane of the building may encroach upon the right of way up to five (5) feet provided that the lowest element of the overhang is not less than eight (8) feet above grade. The overhang may extend up to the entire width of the facade. The encroachment must be approved in writing by the Director and City Engineer.
- ii. In locations where the ground level use is residential, awnings, canopies, marquees and entryway covers over the stoop or entry feature projecting forward of the front plane of the building may encroach upon the right of



way up to five (5) feet provided that the lowest element of the overhang is not less than eight (8) feet above grade. The overhang should extend no more than one foot on either side of the stoop or entry feature. The encroachment must be approved in writing by the Director and City Engineer.

- iii. For all uses on levels above the ground level, balconies and balcony awnings, canopies, or covers over the balconies projecting forward of the front plane of the building may encroach upon the right of way up to three (3) feet provided that the lowest element of the balcony or overhang is not less than eight (8) feet above grade. The overhang should extend no more than one foot on either side of the window or door which it serves. The encroachment must be approved in writing by the Director and City Engineer. Regardless of the relationship to the front property line, in no event may upper level balconies and associated awnings, canopies or covers extend more than three (3) feet from the face of the building.
- i. **Special Front Setback Provisions for Lots Located on a Green:** Lots that front directly on a Green may have a zero front setback. Steps, stoops, ramps, buttresses, chimneys, cornices, pilasters, bay windows and overhanging roofs, eaves, gutters, awnings, etc. eight (8) feet or more above grade may extend beyond the front property line into the Green up to two and a half (2.5) feet.
- j. **Corner Lots in the Urban Zone:** Corner lots in the urban zone will be considered to have two fronts, one on each of the two intersecting streets. If, in the review of a site plan for a structure on a corner lot, the City determines that a sightline for traffic visibility is obstructed by the proposed structure, greater setbacks may be required. Detached accessory garage structures require a three (3) foot exterior side setback to provide for adequate turning radius and access.
- k. **Corner Lots in the Neighborhood Zone:**
  - i. Corner lots in the neighborhood zone that are served by an alley in the rear shall adhere to the exterior side setback provisions for neighborhood lots provided, however, that detached accessory garage structures accessed from the street rather than the alley require a three (3) foot exterior side setback to provide for adequate turning radius and access.
  - ii. Corner lots in the neighborhood zone that border a mid-block side yard in the rear shall maintain a five (5) foot rear setback and the exterior side setback shall be five (5) feet for the rear thirty-five (35) feet of the lot. Additionally, the midblock lot to the rear of the corner lot may maintain a front setback of seven and a half (7.5) feet.
- l. **Front Setback Uniformity:** The front setbacks on lots where there is a transition from an urban to a neighborhood zone, or where the front setbacks on lots in either zone are proposed to be greater than the minimum permitted, should be designed to maintain a uniform transition. The difference in front setbacks on adjacent lots shall be five (5) feet. In and out variations of front setbacks from lot to lot shall be avoided.
- m. **Alley Side Setbacks:** If the side property line of a lot is adjacent to an alley, the minimum setback from the alley right of way shall be three feet for principal buildings and accessory structures.
- n. **Maximum Side Setbacks:** Maximum side setbacks are necessary to maintain a consistency in the scale and relationship of buildings within the development.

Maximum interior side setbacks must be maintained for a distance of twenty-five (25) feet from the front property line but not less than ten (10) feet from the face of the building. The distance from the face of the building may not be measured from the face of a porch, stoop, balcony, bay window or other projection. Maximum exterior side setbacks must be maintained for not less than fifty percent (50%) of the length of the structure. Any portion of the length of the side lot line adjacent to a right of way shall be defined by a wall or fence not less than six (6) feet high. The wall or fence may be penetrated by gates or driveways to parking areas.

- o. **Exceptions to Maximum Front and Side Setbacks on Urban Zone Lots:** Maximum front and side setbacks may be increased where the setback area is used for a plaza, pocket park, parking spaces, or pedestrian amenity and where the area can be programmed for active use including outdoor restaurant seating, entertainment, a fountain or statuary, outdoor seating, pedestrian connection to a parking area or other space intended for active use. Such spaces are important to larger scale structures, civic structures, schools and similar uses.
- p. **Setbacks in Urban Lots located in Phase B, Parcels C, K, G and H.** Setbacks for Parcels C, K, G and H within Phase B shall comply with NADC Table 3-3 - the Downtown Mixed Use District setback requirements.
- q. **Height:** Maximum building heights shall be as specified herein. Modifications to maximum and minimum building heights may be granted as provided for in §§II.A.3 and 4.
  - i. Maximum building height shall be fifty (50) feet in all phases except Phase B.
  - ii. Maximum building height shall be four (4) stories not to exceed sixty (60) feet for buildings in Phase B, with an exception for the hotel, the mixed use building to be located on Parcel C of Phase B, and Railroad Avenue ballpark outfield building which maximum building height shall be eight (8) stories not to exceed ninety (90) feet.
  - iii. The maximum height for civic buildings located in any phase is seventy (70) feet.
- r. **Riverside Village:** Buildings constructed on lots with either a front or side lot line adjacent to Center Street south of Railroad Avenue or on lots with either a front or side lot line adjacent to the Village shall adhere to the following standards:
  - i. General Development Standards – Buildings should be located and designed so that they provide visual interest and create enjoyable, human-scale spaces.
    - a) Key buildings should be designed to be compatible, in form and proportion, with the traditional and historic pattern of main streets to create a vista to the City Greenway and Savannah River.
    - b) Buildings or groups of buildings should include a variety of forms, materials and colors, while maintaining a unified appearance.
    - c) Buildings should include a richness of architectural detail to help define their scale.
  - ii. Frontage – There is no minimum or maximum frontage established in these guidelines. However, buildings with large frontages are required to modulate their apparent facade width or facades pursuant to §II.E.3.r.vi.c) below. In the aggregate, not less than eighty-five percent (85%) of the

frontages and side lot lines shall be built to within three (3) feet of the front property line.

- iii. Maximum and Minimum Height – The maximum height shall be as provided for in §II.E.3.q.ii. The minimum height shall be twenty-four (24) feet, with the exception of the building identified as “G2” on Exhibit B, which shall have a minimum height of twelve (12) feet and certain other retail buildings in Phase B may have a minimum height of twelve (12) feet. Minimum height is measured from the center of the front elevation to the eave or parapet.
- iv. Orientation – Buildings shall be oriented to the street. A building is oriented to the street where:
  - a) The setback standards established in §3.8.4.4.1 of the NADC, are met;
  - b) Principal entrances to buildings face a street or open to a square, plaza or sidewalk;
  - c) The principal entrance does not open onto an off-street parking lot;
  - d) All street level uses with sidewalk frontage are furnished with an individual entrance and direct access to the sidewalk in addition to any other access that may be provided;
  - e) Off-street parking does not lie between the building’s principal entrance and the street; and
  - f) Pedestrian access from the public sidewalk, street right of way, or driveway to the principal structure is provided on a hard surface.
- v. Grade – The ground floor of buildings shall be aligned with the finished grade of the street or adjacent sidewalk(s) or may be constructed on a separate level above the street edge or sidewalk grade. Any ground floor building constructed above the grade of the street or adjacent sidewalk and requiring a step or stoop shall have readily proximate accessible entries. The principal entry for a civic use or a civic building may include a stoop, portico, colonnade or a portal.
- vi. Fenestration, Openings, and Storefronts – This section applies to all storefronts and commercial frontages.
  - a) Facades – Facades facing or visible from the Riverside Village shall include at least four (4) of the following elements:
    - i) A defined parapet wall;
    - ii) A cornice adjoining the top of the roof or top of the facade;
    - iii) Clerestory windows above the storefront windows for high single level spaces or those with interior mezzanines;
    - iv) Windows in each floor above the ground level. Upper level individual window openings shall not exceed four (4) feet horizontally and eight (8) feet vertically. Circular, semicircular and octagonal windows are permitted;
    - v) Architectural treatment to articulate the middle of any two-story building, or the first and second floors of a building exceeding two stories, including molding, a canopy, a transom or similar elements;
    - vi) A recessed entryway where the floor area is not less than fifteen (15) square feet, and door openings do not exceed six (6) feet horizontally and ten (10) feet vertically. Overhead doors for loading docks, delivery and distribution shall be permitted only on the rear of the building.

- b) Windows – Between sixty percent (60%) and ninety percent (90%) of the length, and at least fifty percent (50%) of the surface elevation of the first floor street frontage shall be in transparent public entrances or windows including retail display windows. Between ten percent (10%) and fifty percent (50%) of the surface of the front facade of each floor above the first floor street frontage shall be in transparent windows. These requirements are applicable to Riverside Village buildings, with the exception of the ballpark, ballpark outfield and parking garage buildings.
- c) Building Modulation – Building frontages that face public streets and exceed a width of twenty-four (24) feet must include vertical piers or other vertical visual elements to break the plane of the building frontage. Such vertical piers or vertical elements must be spaced at uniform or near uniform intervals of approximately twelve (12) but no more than twenty-four (24) feet along the entire building frontage. Vertical visual elements may include entryways, windows, columns, colonnades or other form of modular fenestration.
- d) Entryways – Recessed entryways in accordance with section II.E.3 q.vi.a.vi are permitted in order to provide a sense of entry and to add variety to the streetscape.
- e) Canopies – Canopies, awnings and similar appurtenances are encouraged at the entrances to buildings and in open space areas. (Refer to §II.E.3.h.).
- s. Riverfront Park Blockfaces: All buildings on lots that front on Front Street and/or Riverfront Park from Preservation Park to one (1) block east of Center Street shall have a minimum height to the eave or parapet of twenty-four (24) feet.
- t. Railroad Avenue Blockfaces: All buildings on lots that front on Railroad Avenue between the Georgia Avenue/13<sup>th</sup> Street Bridge and Preservation Park shall have a minimum height to the eave or parapet of twenty-four (24) feet.
- u. Corner Lots: Notwithstanding subsections II.E.3.s and t above, corner lots that front on Railroad Avenue and Center Street shall have a minimum height of thirty-two (32) feet to the eave or parapet to hold the corners.

**4. Parking:**

- a. Off-street parking lot design and parking space and aisle dimensions shall be as specified in the applicable provisions of the NADC. Tandem parking, defined as a parking space that is only accessed by passing through another parking space, is acceptable design and is included in the parking space count for that lot or parcel.
- b. Notwithstanding the provisions of §3.6.1.6.6 of the NADC, on-street parking is permitted in the Hammond’s Ferry Planned Development and may be counted toward the required off-street parking for nonresidential and Phase B residential uses.
- c. Notwithstanding the provisions of the NADC, where City Council has entered into a Master Parking Agreement (“MPA”), which may include off-site location, number of spaces, etc., with the Phase B Developer or its assignee for any parcel or parcels within the Riverside Village, and to the extent any

- conflicts arise between the provisions of this Ordinance or the NADC and the provisions of such MPA, the provisions of the MPA will control.
- d. The number of parking spaces required shall be:
    - i. Two (2) per detached single-family dwelling plus .5 spaces per bedroom over 2 for Phase B only.
    - ii. Two (2) per attached single-family dwelling unit.
    - iii. One and one half (1.5) per multifamily dwelling unit.
    - iv. One (1) per four hundred (400) gross square feet of retail, commercial, professional office and civic use; for Phase B, this parking requirement is deemed met due to on-street parking and parking available in the parking decks located on Parcel B and Parcel E, as may be further provided for in an MPA.
    - v. One half (½) per hotel room.
    - vi. Two (2) per assisted living room or one (1) per assisted living bed, whichever is less.
    - vii. Parking required for assembly uses including churches, schools, sports stadiums, conference facilities, etc. shall be provided off-street and determined and approved at the time of site plan approval. The determination of required parking may be referred to the Planning Commission pursuant to §II.A.4 above.
    - viii. Except for Phase B and as provided for in any MPA, parking required for residential uses shall be provided off-street and must be accessed from an alley unless the lot is designed for side street garage access or is a front loaded lot.
    - ix. Parking required for multifamily residential uses may be satisfied by available parking spaces in the parking decks located on Parcel B and Parcel E, as may be further provided for in an MPA.
  - e. Parking required for nonresidential uses may include on-street parking where available and shall be delineated adjacent to the frontage of the property in accordance with §II.E.1 of this Ordinance. Not more than one-half (½) of the required parking may be provided on the street.
  - f. Delineated on-street parking spaces may include handicap spaces but may not be used to provide required handicap spaces.
  - g. Trucks, boats, campers and trailers (collectively, recreational vehicles) shall be parked in single-family residential rear yards or designated recreational vehicle parking areas only. Designated recreational vehicle parking areas may be used only by the owners or tenants of structures located on lots within the Hammond's Ferry Planned Development. Recreational vehicle parking areas should be located away from major traffic and activity areas and screened from public view to the extent practicable. Appropriate locations include within power line easements and on the fringe of open space areas. As low turnover parking areas, designated recreational vehicle parking areas shall be paved with an all weather surface. A gravel surface may be used provided drainage is adequately designed and maintained to prevent fines from eroding into drainage ways and a twenty (20) foot asphalt or concrete apron between the parking area and edge of pavement in the public right of way is installed and maintained.
  - h. Unless provided separately in an MPA, which shall control over this Ordinance, as part of the application submittal for each major subdivision

- development plan, the Master Developer or its assignee shall prepare and include an on-street parking management plan that identifies where on-street parking will be located and what procedures will be utilized to manage the parking to provide for continuous vehicular circulation, emergency vehicle access, construction access, commercial deliveries and sanitation vehicle circulation.
- i. Bicycle parking required for commercial uses may be included and shown on the major subdivision plan applications and site plans as provided for in the NADC.
5. **Landscaping:** Proposed landscaping shall be installed in accordance with the applicable provisions of the NADC with the following exceptions.
- a. Public Park Landscaping: Any design and implementation of public park and open space landscaping will be done in cooperation with the City. Public space improvement plans shall be subject to applicable review and approval by the City.
  - b. Street Trees: Each street to be dedicated to the City shall be landscaped with street trees within the minimum five (5) foot planting strip between the back of the curb or edge of the pavement and the sidewalk. The number, size and spacing of street trees shall be in accordance with the applicable provisions of the NADC and as approved by the City.
  - c. Street tree spacing may be adjusted where necessary to provide for adequate sight lines at intersecting streets and alleys and to prevent the obstruction of stop signs.
  - d. Street trees shall be installed along both sides of streets. Where the property on one side of a street is occupied by a park, open space, pond, lake or plaza, the requirement for and location of street trees on that side of the street may be waived or adjusted pursuant to §II.A.4 of this Ordinance.
  - e. Private Site Landscaping: Landscaping of commercial, multifamily and civic sites, including parking lots, shall be in accordance with the applicable provisions of the NADC. The character of the Hammond's Ferry Planned Development provides for smaller parcels with less room for landscaping and larger landscaped public open space. NADC requirements for site and parking lot landscaping may be waived or adjusted pursuant to §II.A.4 of this Ordinance. No buffering between uses will be required.
  - f. Maintenance of Unimproved Lots: Between the time of final approval of a subdivision plat for a phase or any portion of a phase and prior to the initiation of construction of a building on a lot, both the lot and any adjacent right of way landscaping area shall be regularly maintained by the developer. Maintenance shall include regular mowing to keep grass less than twelve (12) inches in height, weed control and pest control.
6. **Signs:** Signs shall be permitted as specified in the applicable provisions of Article 13 of the NADC. The maximum sign area and height shall be as specified for the uses listed in Table 13-2, Sign Area, Height and Location for the comparable uses specified in §II.B of this Ordinance. The Master Developer may enforce more restrictive standards through the Hammond's Ferry Pattern Book and the associated Design Submittal Review Process by the HFDC.



NADC Table 13-2	Hammond's Ferry Use (§II.B)
Single Family Dwelling Units	Single-family detached
Townhouse or Rowhouse	Single-family attached
Multi-Family Dwelling Structure	Multifamily, assisted living, adult congregate homes, nursing homes
Traditional Neighborhood Commercial Development (TND)	Commercial including retail, office, live-work units, restaurant
Critical Areas	Agriculture, recreation, boathouse, marina, boat ramp
Institutional	Civic, institutional, educational, lodging, meeting facilities, <u>sports stadiums</u>

In lieu of the standards applicable to Traditional Neighborhood Commercial Development (TND) uses provided for in Table 13-2 of the NADC, the Master Developer may utilize the standards in §§3.8.4.5.2 through 3.8.4.5.9 of the NADC regulating sign design and placement in the Georgia Avenue Corridor Overlay District.

- F. **Land Dedication:** Land dedicated to the City subsequent to the development of the property will include road rights of way, utility lift stations, storm water detention areas and utility easements required for utility extensions necessary to serve the development in accordance with the applicable provisions of City standards.

- 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 reading.

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

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

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

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

ATTEST:

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



ORDINANCE NO. 2024-07  
ABANDONING A ROAD RIGHT-OF-WAY SHOWN AS WANNINGER RUN ON A  
PLAT FOR HAMMOND’S FERRY BALLPARK VILLAGE, PHASE B IN THE CITY  
OF NORTH AUGUSTA

WHEREAS, the City of North Augusta has received an application requesting the abandonment of Wanninger Run right-of-way and is proceeding in accordance of §5-27-150 of the South Carolina Code of Laws as amended; and

WHEREAS, at its regularly scheduled meeting of March 20, 2024, the North Augusta Planning Commission considered the request of the City of North Augusta, for the City to abandon a section of a platted road right-of-way adjoining tax parcels 007-17-02-006, 007-17-02-009, 007-17-02-010, 007-17-02-011, 007-17-02-012 and 007-17-02-013; and

WHEREAS, the portion of road right-of-way requested to be abandoned is shown on plat described as Ballpark Village at Hammonds Ferry prepared for Greenstone Properties, LLC by John Bailey and Associates and recorded in plat book 59 page 950; and

WHEREAS, the Planning Commission, after reviewing the request, determined that the subject abandoned right-of-way had never been used as regular access for adjoining property and would not conflict with the City’s Comprehensive Plan. Therefore, abandonment of the road right-of-way would be appropriate; and

WHEREAS, upon completion of their review, the Planning Commission unanimously recommended to the City Council that the subject right-of-way be abandoned; and

WHEREAS, the Planning Commission held a duly advertised public hearing on the requested abandonment on March 20, 2024, for the purpose of receiving input from the public on the requested abandonment; and

WHEREAS, following consideration of the recommendation from the Planning Commission and any input received at the public hearing, Mayor and Council have determined that it is appropriate that the City abandon any interest in the identified road right- of- way.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council in meeting duly assembled and by the authority thereof, that Wanninger Run described herein is hereby abandoned.

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

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

\_\_\_\_\_  
Briton Williams, Mayor

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

ATTEST:

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

**ORDINANCE NO. 2024-08**

**AN ORDINANCE AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A FOURTH AMENDMENT TO MASTER DEVELOPMENT AGREEMENT AND A DEVELOPMENT INDUCEMENT AGREEMENT; AND OTHER MATTERS RELATING THERETO**

**BE IT ORDAINED**, by the Mayor and City Council of the City of North Augusta (the “*City Council*”), the governing body of the City of North Augusta, South Carolina (the “*City*”), in a meeting duly assembled as follows:

**Section 1 Findings of Fact.** The City Council hereby makes the following findings of fact in connection with the enactment of this ordinance (this “*Ordinance*”):

1. The City is a municipal corporation of the State of South Carolina (the “*State*”) and as such possesses all general powers granted by the constitution and statutes of the State to such public entities, including the power to expend public funds for public purposes.

2. Greenstone Hammond’s Ferry, LLC, a South Carolina limited liability company (the “*Master Developer*”), Ackerman Greenstone North Augusta, LLC (the “*Hotel Developer*”), GreenJackets Baseball LLC, and the City entered into that certain Master Development Agreement dated March 15, 2017 (as amended from time to time, the “*Master Development Agreement*”) and subsequently the Master Developer and certain Owners (as defined in the Master Development Agreement) entered into amendments thereto, effective March 15, 2022 and effective March 15, 2023, in each case extending the term of the Master Development Agreement by one year, and effective March 15, 2024, extending the term of the Master Development Agreement by sixty (60) days.

3. The Master Development Agreement was originally entered into for the purposes of (i) establishing the terms under which (a) the City would deliver or cause to be delivered the City Projects and the Non-Greenstone Private Capital Investment, (b) the Master Developer would deliver or cause to be delivered the Greenstone Projects and the Greenstone Capital Investment, and (c) the Hotel Developer would deliver or cause to be delivered the Hotel, and (ii) describing the relationships among the various parties in connection with developing the Property pursuant to the Master Plan. All capitalized terms used in this Ordinance shall have the meanings ascribed thereto in the Master Development Agreement unless otherwise expressly provided herein.

4. Under the Master Development Agreement, the City designated the Master Developer as master developer for a mixed-use project in North Augusta, South Carolina known as “*Riverside Village*” (formerly Ballpark Village), which project is generally known as Phase B of the General Development Plan (as defined in the Master Development Agreement), the detail of which is shown on Exhibit B-2 to the Master Development Agreement and also shown on the Master Plan attached to the Master Development Agreement as Exhibit C.

5. The City Projects, the Hotel, and several of the Greenstone Projects have been completed; however, not all of the elements of the Master Plan have been completed and the Master Developer desires to extend the Term of the Master Development Agreement to provide additional time to complete the Master Plan.

6. Over time, in recognition of changing conditions, unanticipated fluctuations in the real estate development industry and, more generally, the economy, the change in general development regulations, and certain prior modifications to the General Development Plan, the General Development Plan has undergone significant changes. Consequently, the North Augusta Planning Commission has received a joint application (the “**Joint Application for Revision of GDP**”) from the City, the Master Developer and SCP Acquisitions, LLC (“**SCP Acquisitions**”), an affiliate of South City Partners (“**SCP**”), which is under contract to purchase certain parcels within Phase B of the General Development Plan in a proposed joint venture with the Master Developer, requesting approval for a revised General Development Plan, with such requested revisions relating solely to those portions designated as Phase B of the General Development Plan, and such revisions constitute a Major Modification under (and as defined in) the General Development Plan requiring the approval of the North Augusta Planning Commission and approval by ordinance of the North Augusta City Council.

7. The North Augusta Planning Commission, at its regular meeting on March 20, 2024, considered the Joint Application for Revision of GDP and voted 4-2 to recommend to North Augusta City Council that it approve by ordinance the Joint Application for Revision of GDP and, as a result, the North Augusta City Council [is considering the enactment of] Ordinance No. 2024-06 approving the revised General Development Plan (the “**Revised General Development Plan Ordinance**”).

8. Further, due to changes in market conditions, the current interest rate environment, and the effects of the COVID-19 pandemic, among other factors, the Master Developer has determined that (i) certain elements of the Master Plan, as originally proposed, require modification, and (ii) certain inducements, in the form of grants, are necessary to catalyze further development of certain remaining undeveloped Parcels.

9. Therefore, the Master Developer (i) desires to revise the Master Plan with respect to certain of the Parcels, including making certain changes to the planned use or uses of certain Parcels and updating the status of certain projects described in the Master Development Agreement, and (ii) has requested that the City and certain Owners enter into an amendment to the Master Development Agreement for the purpose of extending the Term and making certain amendments and modifications to the Master Development Agreement and the Master Plan, all subject to certain terms and conditions set forth in (a) that certain Fourth Amendment to Master Development Agreement to be dated on or about May 13, 2024 among the Master Developer, certain other Owners, and the City, the form of which is attached hereto as **Exhibit A** (the “**Fourth Amendment to MDA**”) and (b) the Development Inducement Agreement (herein defined).

10. Upon the enactment of the Revised General Development Plan Ordinance and this Ordinance and the execution of the Fourth Amendment to MDA, Phase B of the General Development Plan generally as shown on Exhibit B-2 to the Master Development Agreement

and on the Master Plan attached as Exhibit C to the Master Development Agreement shall be revised to be as shown on Exhibit C-1, as supplemented by Exhibit C-2, both as attached to the Fourth Amendment to MDA (the “*Revised Riverside Village Master Plan*”), all subject to the terms and conditions of the Master Development Agreement.

11. The Master Developer and/or the certain Owners who are party to the Fourth Amendment to MDA (together, the “*Developer Parties*”) are, as applicable, the owners of certain parcels of the Property consisting of approximately six acres and identified on the Revised Riverside Village Master Plan as Parcels C, D, G, H, I and K (the “*Phase B Parcels*”) located in the City, all of which parcels are as shown on the Revised Riverside Village Master Plan.

12. The Master Developer has confirmed to the City its intention to partner with SCP (through SCP Acquisitions) to develop Parcels C, G, H and K (which constitute the substantial majority of the Phase B Parcels by number and land area) and to complete the Phase B Projects (as defined herein). The Master Developer and SCP have confirmed to the City that SCP will be the majority owner and managing partner of SCP Acquisitions and that SCP Acquisitions is expected to acquire through an existing purchase contract Parcels C, G, H and K and will become a Developer Party pursuant to the terms and conditions of the Master Development Agreement and a Mixed-Use Developer under and as defined in the Development Inducement Agreement. The City has, through its diligence review, confirmed that SCP has a record of success and the experience, expertise, personnel, and resources necessary to properly coordinate all development and construction activities reasonably required for the successful completion of the applicable Phase B Projects. Based on SCP’s experience and expertise in developing projects similar to the Phase B Projects, its proposed leadership role in the development of the applicable Phase B Parcels is a significant benefit to the City and an important consideration in connection with the execution and delivery by the City of the Fourth Amendment to MDA and the Development Inducement Agreement.

13. The Developer Parties intend to construct a mixture of development uses on the Phase B Parcels, thus continuing the mixed-use development plan contemplated in the original master plan for Riverside Village, and such development uses on the Phase B Parcels will consist of multifamily and single family residential, retail, and other uses (the “*Phase B Projects*”), generally as shown on the Revised Riverside Village Master Plan, subject to approval by the City of the modifications to the Master Plan and the inducements referenced in paragraphs 8 and 9 above and provided in the Development Inducement Agreement.

14. The Phase B Projects are consistent with the General Development Plan (as revised pursuant to the Revised General Development Plan Ordinance) and with current land use regulations of the City, which include the Hammond’s Ferry Code.

15. The City Council, after performing its initial due diligence, has determined that the development of the Phase B Parcels and the construction of the Phase B Projects according to the Master Development Agreement, as amended by the Fourth Amendment to MDA, and the Development Inducement Agreement, is consistent with the City’s plans for growth and development in the Riverside Village development and in the City’s downtown, more

generally, and that the completion of the Phase B Projects by the applicable Developer Parties will give rise to the following benefits for the City:

- (i) benefit the general public welfare of the City by providing for additional and more diverse housing options<sup>1</sup> and related parking;
- (ii) increase commercial and economic activity and visitation to the Riverside Village area;
- (iii) continue and complete the revitalization and redevelopment of the Riverside Village area and the alleviation of the blighted conditions therein<sup>2</sup>, which constitute a significant priorities for the City and fulfill a public purpose;
- (iv) enhance the aesthetics of the Riverside Village development by developing and improving the currently vacant Phase B Parcels and buttress the City's infrastructure by adding or improving sidewalks and walkways, landscaping, streetscaping, and lighting as part of the Phase B Projects;
- (v) significantly increase the City's *ad valorem* tax revenues from the Phase B Parcels that support previously issued tax increment revenue obligations of the City;
- (vi) increase utility revenues in the City;
- (vii) increase business license revenues for the City;
- (viii) promote occupancy, increased jobs and investment in the existing Riverside Village development; and
- (ix) based on the proposed retail development to be included in certain Phase B Projects, increase sales tax revenues (particularly local hospitality tax revenues, where applicable) and provide services not currently or adequately provided within the City at this time.

16. The City Council has determined further that the inducement of the development of the Phase B Projects within the Riverside Village area of the City is of paramount importance and, after considering all available options and the fact that the Phase B Parcels have remained vacant since the inception of Riverside Village despite significant public investment to catalyze development, the value of the tangible and intangible benefits of the Phase B Projects to the public (as described above) is significantly greater than the cost to the City to induce the development of the Phase B Projects. Furthermore, the Grants (as

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<sup>1</sup> As provided in the City's 2021 Comprehensive Plan, the City looks to "[p]rovide many different housing types to attract and retain the citizen population...continue to enhance neighborhoods with a more diverse mixture of housing types, pedestrian and multimodal facilities, open spaces, and walkable mixed uses [to] strengthen North Augusta as a choice for future residents...and incentivize a variety of housing types at higher densities, including multifamily, courtyard apartments...especially near Downtown and activity centers.

<sup>2</sup> See Ordinance 2013-19 enacted by the City Council of the City on November 18, 2013, and making certain blight findings in connection with certain amendments to the Redevelopment Plan of the City.

defined herein) are structured such that the Phase B Projects will be substantially completed prior to the payment of any such Grants, thereby mitigating risks that the benefits to the City will be speculative. Based on the foregoing, the City has determined that such purposes to be accomplished by the Phase B Projects are proper governmental and public purposes and the City has evaluated the Phase B Projects considering all relevant and required factors, including, but not limited to, the anticipated dollar amount and nature of the investment to be made, the anticipated costs and benefits to the City, the mitigation of risks to the City, and all other criteria deemed appropriate by City Council or prescribed by law.

17. The City Council finds that the Phase B Projects, if successful, will serve as a catalyst to further growth and development in the City, to increase tourism, to enhance quality of life, and to promote community vitality. As such, the City, consistent with the General Development Plan (as revised pursuant to the Revised General Development Plan Ordinance), seeks to offer certain grants to the Developer Parties to induce the development of the Phase B Projects.

18. The inducements offered by the City consist of grants (collectively referred to herein as the “**Grants**”) and are set forth in greater detail in a Development Inducement Agreement by and among the Developer Parties and the City (the “**Development Inducement Agreement**”), the form of which is attached hereto as **Exhibit B**. The City Council is enacting this Ordinance in order to evidence the City Council’s approval of the Phase B Projects and the provision of the Grants under the terms of the Development Inducement Agreement.

19. In keeping with the foregoing, the City Council has determined to enact this Ordinance to authorize the execution and delivery of the Fourth Amendment to MDA and the Development Inducement Agreement.

**Section 2 Compliance with the Byrd Test.** The City is mindful of and has considered the requirements of *Nichols v. South Carolina Research Authority*, 290 S.C. 415, 351 S.E.2d 155 (1986) and *WDW Properties v. City of Sumter*, 342 S.C. 6, 535 S.E.2d 631 (2000) (the “**Byrd Test**”), wherein public purpose of the proposed incentives is determined by the following four-part test:

- (i) what is the ultimate goal or benefit to the public intended by the project;
- (ii) are public parties or private parties the primary beneficiaries;
- (iii) is the benefit to the public speculative; and
- (iv) what is the probability that public interest shall be served and to what degree.

The City hereby makes the following findings in connection with the Byrd Test as follows:

- (1) *Ultimate Goal or Benefit to Public.* The ultimate goal of the Grants is to induce the completion of the development of the final developable parcels of Riverside Village, which is the largest public and private investment in the City’s history and which was significantly delayed by the COVID-19 pandemic. The benefits to the public expected to be realized through the achievement of this goal are those



listed in Section 1(15) of this Ordinance. The City Council specifically finds that completion of the Phase B Projects and the full development of Riverside Village will provide an assemblage of effects not currently present by enhancing the density of economic development activity in Riverside Village. The City has therefore applied the standards in *Nichols* to the Phase B Projects and has determined that prong (1) of the Byrd Test is satisfied.

(2) *Public is the Ultimate Beneficiary.* The City finds that while recognizing that the provision of incentives to the Developer Parties has some benefit to these parties, the aggregate value of the tangible and intangible benefits to be derived by the completion of development of Riverside Village, as described in Section 1(15) of this Ordinance, is greater than the value of the Grants. The City has therefore applied the standards in *Nichols* to the Phase B Projects and finds that prong (2) of the Byrd Test is satisfied.

(3) *Project is Not Speculative.* The Grants to be provided by the City consist of grants equating to the payment by Developer Parties of certain permit and other fees and other funding, all in an amount not to exceed \$1,450,000, as provided in the Development Inducement Agreement, in order to induce the Developer Parties to complete the Phase B Projects, which are the last projects to be completed as part of the larger Riverside Village project that is partially complete and operating, and provides housing, hospitality, recreation, and commercial activity for thousands of citizens each year. Because the Grants will not be provided until the Developer Parties have fully performed their obligations under the Development Inducement Agreement, the expenditure of public funds will not in any sense defray the costs of a speculative project, both because the overall project is no longer speculative and because the Grants will not flow to the Phase B Projects until they are no longer speculative in any sense, but are complete. The City has therefore applied the standards in *Nichols* to the Phase B Projects and has determined that prong (3) of the Byrd Test is satisfied.

(4) *Probability that the Public will Ultimately be Served.* The City and its citizens will receive certain tangible and intangible benefits in relation to the Phase B Projects, as more fully described in Paragraph 15 of Section 1 of this Ordinance, which is a direct and substantial benefit to the City upon the completion of the Phase B Projects and exceeds the benefits received by private developers from the Grants. Prior to making any Grant payments to the Developer Parties under the Development Inducement Agreement, the Developer Parties must satisfy certain conditions, including the completion of the applicable Phase B Projects and presentation of a Certificate of Occupancy therefor, assuring, or at least substantially mitigating the risk, that the City's investment in the Phase B Projects is protected in the event that any of the Phase B Projects is not successful. Additionally, the Phase B Projects proposed by the Developer Parties, while certainly involving risk, carry with them certain assurances of success to the City because the Developer Parties have a proven ability to develop other successful projects within and outside of the State in an economically feasible manner. Moreover, as noted in Paragraph 12 of Section 1 of this Ordinance, the Master Developer has informed the City and the City has confirmed that the

development of the substantial majority of the Phase B Parcels and construction of a substantial majority of the Phase B Projects will be undertaken by a SCP Acquisitions, a joint venture entity under which Master Developer and SCP are intended to be partners and in which SCP is intended to be majority owner and managing partner, and SCP's record of success and experience and expertise in developing projects similar to the Phase B Projects and its proposed leadership role in the development of the applicable Phase B Parcels is a significant inducement to the execution and delivery by the City of the Fourth Amendment to MDA and the Development Inducement Agreement. The City finds that because of the proven track record of SCP, the timing of the Phase B Projects in connection with the overall development of Riverside Village, the structure of the Grants, and the significant tangible and intangible impact of the Phase B Projects on the City and its residents, the public will obtain significant benefits that far exceed any benefit to the Developer Parties, and far outweigh the cost of the Grants. The City has therefore applied the standards in *Nichols* to the Phase B Projects and has determined that prong (4) of the Byrd Test is satisfied.

The City has therefore applied the standards of the Byrd Test to the Phase B Projects and has determined that all four elements of the Byrd Test are satisfactorily met.

**Section 3 Approval of the Development Inducement Agreement and Fourth Amendment to MDA.**

(a) The City has negotiated the Grants with the Developer Parties and such Grants shall be supplied to the Developer Parties in accordance with the terms and subject to the conditions set forth in the Development Inducement Agreement and the Master Development Agreement, as amended by the Fourth Amendment to MDA.

(b) The Fourth Amendment to MDA, the substantially final form of which is attached to this Ordinance at **Exhibit A**, and the Development Inducement Agreement, the substantially final form of which is attached to this Ordinance as **Exhibit B**, shall each be executed and delivered on behalf of the City by the Mayor or the City Administrator, with such changes as the same shall determine necessary prior to execution, but that are consistent with this Ordinance. Upon such execution, the City Council shall be timely informed of the execution of the Fourth Amendment to MDA and the Development Inducement Agreement. The consummation of the transactions and undertakings described in the Fourth Amendment to MDA and the Development Inducement Agreement, and such additional transactions and undertakings as may be determined by the Mayor and the City Administrator, in consultation with legal counsel to be necessary or advisable in connection therewith, are hereby approved.

**Section 4 Method of Appropriation of Grants.** Notwithstanding any other provision of this Ordinance, the Fourth Amendment to MDA or the Development Inducement Agreement, the City's obligations with respect to all Grant payments are subject to appropriation by the City Council of the City in future fiscal periods pursuant to ordinance duly adopted and shall be payable solely from general funds of the City appropriated for such purposes, as applicable, and not from any other source.



**Section 5 Other Documents; Ratification of Prior Actions.** In connection with the execution and delivery of the Fourth Amendment to MDA and the Development Inducement Agreement, the Mayor and the City Administrator are additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as they shall deem necessary or advisable in order to carry out the transactions contemplated by this Ordinance or the Fourth Amendment to MDA and the Development Inducement Agreement. Any actions previously undertaken by the Mayor, the City Administrator, City Council or City staff in connection with the execution and delivery of the Fourth Amendment to MDA and the Development Inducement Agreement prior to the enactment of this Ordinance are ratified and confirmed.

**Section 6 Public Hearing.** Prior to the date of enactment of this Ordinance and pursuant to the requirements of Section 6-31-60(B) of the Code of Laws of South Carolina 1976, as amended, the City held a public hearing on the enactment of this Ordinance (the “**Public Hearing**”), which included the opportunity to discuss the Fourth Amendment to MDA. The notice of Public Hearing, in the form and format required by Section 6-1-50 of the Code of Laws of South Carolina 1976, as amended, and attached hereto as **Exhibit C**, was timely published in the *The Augusta Chronicle*, which is a newspaper of general circulation in the City. All interested parties were given an opportunity to speak in favor of or against this Ordinance. All actions of City staff as necessary to properly notice the Public Hearing are ratified, confirmed and approved.

**Section 7 Severability.** If any one or more of the provisions of this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of the other provisions of this Ordinance.

**Section 8 Repealer.** Nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

**Section 9 Inconsistency.** All ordinances, resolutions or parts of any ordinances or resolutions inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

**Section 10 Effect.** This Ordinance shall be enacted upon second reading by the City Council.

[Signatures on following page.]

**DONE AND ENACTED IN COUNCIL ASSEMBLED**, this \_\_\_\_ day of April 2024.

**CITY OF NORTH AUGUSTA,  
SOUTH CAROLINA**

[SEAL]

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Public Hearing: April 1, 2024  
First Reading: \_\_\_\_\_, 2024  
Second Reading: \_\_\_\_\_, 2024

**EXHIBIT A**

**FORM OF FOURTH AMENDMENT TO MDA**

**FOURTH AMENDMENT TO MASTER DEVELOPMENT AGREEMENT**

**by and among**

**CITY OF NORTH AUGUSTA, SOUTH CAROLINA,**

**GREENSTONE HAMMOND'S FERRY, LLC**

**and**

**EACH OF THE OWNERS LISTED ON EXHIBIT A**

**April \_\_, 2024**

## FOURTH AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

This Fourth Amendment to Master Development Agreement (this “*Fourth Amendment*”) is made and entered into as of April \_\_, 2024, by and among the **CITY OF NORTH AUGUSTA, SOUTH CAROLINA** (the “*City*”), **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

The City, GreenJackets Baseball LLC (“*GreenJackets*”), Ackerman Greenstone North Augusta, LLC, a limited liability company organized under the laws of the State of Georgia (the “*Hotel Developer*”), and Greenstone entered into the Master Development Agreement dated March 15, 2017, as amended (the “*MDA*” or the “*Agreement*”), to (1) establish the terms under which (a) the City would deliver or cause to be delivered the City Projects and the Non-Greenstone Private Capital Investment, (b) Greenstone would deliver or cause to be delivered the Greenstone Projects and the Greenstone Capital Investment, and (c) Hotel Developer would deliver or cause to be delivered the Hotel, and (2) describe the relationships among the various parties in connection with developing the Property pursuant to the Master Plan. All capitalized terms used in this Fourth Amendment shall have the meanings ascribed thereto in the MDA unless otherwise expressly provided herein.

The Agreement was previously amended by a First Amendment to Master Development Agreement dated March 15, 2022, pursuant to which the Term of the Agreement was extended to March 15, 2023, by a Second Amendment to Master Development Agreement dated March 15, 2023, pursuant to which the Term of the Agreement was extended to March 15, 2024, and a Third Amendment to Master Development Agreement dated March 15, 2024, pursuant to which the Term of the Agreement was extended to May 14, 2024.

All the City Projects, the Hotel, and several of the Greenstone Projects have been completed. However, not all the elements of the Master Plan have been completed and Greenstone desires to extend the Term of the Agreement to provide additional time to complete the Master Plan.

Further, due to changes in market conditions, the current interest rate environment and the effects of the COVID-19 pandemic, among other things, Greenstone, as Master Developer, has determined that (1) certain elements of the Master Plan, as originally proposed, require modification, and (2) certain inducements, in the form of grants, are necessary to induce further development of certain remaining undeveloped parcels of the Property. Therefore, Greenstone (A) desires to revise the Master Plan with respect to certain of the Parcels, including making certain changes to the planned use or uses of certain Parcels and updating the status of certain projects described in the Agreement, and (B) has requested that the City and the Owners listed on Exhibit A hereto enter into this Fourth Amendment with Greenstone for the purpose of extending the Term and making certain amendments and modifications to the MDA and Master Plan, all subject to certain terms and conditions set forth herein.

Section 18.04 of the Agreement provides that, if an amendment to the MDA involves property owned by less than all the persons and entities comprising the Owners, then only the City and those persons and entities which own the property which is the subject of the amendment need to sign such written amendment. Accordingly, the parties executing this Fourth Amendment are the only parties that are required to sign per the terms of Section 18.04, all as more fully provided herein.

**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, Greenstone, and each of the Owners listed on Exhibit A attached hereto agree as follows:

**ARTICLE I**  
**EXTENSION OF TERM**

The Term of the Agreement is hereby extended beyond its current termination date of May 14, 2024, and, as a result of such extension, the Agreement shall terminate on March 15, 2028, unless earlier terminated as provided herein or 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**  
**REVISED MASTER PLAN AND CERTAIN AMENDMENTS TO MDA**

(a) The Master Plan attached as Exhibit C to the Agreement (defined in the MDA as the “Master Plan” or the “Ballpark Village Master Plan”) is hereby revised and is as set forth in Exhibit C-1 attached to this Fourth Amendment (the “**Revised Riverside Village Master Plan**”) and all references in the Agreement to the Master Plan or the Ballpark Village Master Plan shall be deemed to refer to the Revised Riverside Village Master Plan. The Revised Riverside Village Master Plan will constitute Phase B of the General Development Plan and will apply to and, as applicable, modify the uses with respect to Parcels C, D, G, H, I and K (the “**Phase B Parcels**”) located in the Development, which is now commonly referred to as Riverside Village (and formerly known as Ballpark Village). Exhibit C-2 attached to this Fourth Amendment shows a side-by-side comparison of the proposed uses of the Phase B Parcels under the original Ballpark Village Master Plan versus the uses under the Revised Riverside Village Master Plan. The proposed uses of the various Phase B Parcels, as shown on the Revised Riverside Village Master Plan are hereby approved by the City. In addition, the definition of “Master Plan” is hereby revised to reflect the changes set forth in this paragraph.

(b) Exhibit B-2 attached to the Agreement, showing Phase B of the General Development Plan, is hereby deleted and replaced with Exhibit C-1 referenced in paragraph (a) above. In addition, the definition of “General Development Plan” set forth in Section 1.02 of the Agreement is hereby deleted and replaced in its entirety with the following:

“**General Development Plan**” means the Revised General Development Plan for the Hammond’s Ferry Planned Development approved by the City on April \_\_, 2024 pursuant to Ordinance Number 2024-06, as amended from time to time.

**ARTICLE III**  
**STATUS OF/MODIFICATION TO PROJECTS DESCRIBED IN ARTICLE VI OF MDA**

A. **City Projects**: All the City Projects provided for and as more fully described in Section 6.02 (a) – (f) of the Agreement have been completed.

B. **Greenstone Projects**: The Greenstone Projects provided for and as more fully described in Section 6.04 (a), (f), (g) and (h) of the Agreement have been completed. The Greenstone Projects provided for and as more fully described in Section 6.04 (b), (c), (d), (e) and (i) of the Agreement have not been completed (except in the case of Retail Space provided for in Section 6.04(e) of the Agreement, which has been partially completed) and are all subject to revision/modification in accordance with the Revised Riverside Village Master Plan, including, without limitation, the projects and improvements and their applicable uses on the Phase B Parcels as shown on the Revised Riverside Village Master Plan.

The “Specifications” for each of the projects described in Section 6.04 (b), (c), (d), (e) and (i) of the Agreement are hereby modified to be consistent with the specifications shown on the Revised Riverside Village Master Plan. The “Proposed Commencement Date and Deadline for Delivery” for the projects to be developed

(i) on Parcel C, Parcel G, Parcel H, and Parcel K, respectively, as described in subsections (c), (d), (e) (in part) and (i) of Section 6.04 of the Agreement, shall be on or before December 31, 2024 for commencement and on or before December 31, 2027 for delivery of Parcel C and Parcel K and on or before February 15, 2028 for delivery of Parcel G and Parcel H, and

(ii) on Parcel D and Parcel I, respectively, as described in subsections (b) and (e) (in part) of Section 6.04 of the Agreement, shall be on or before December 31, 2025 for commencement and on or before March 15, 2028 for delivery.

It is understood, for purposes of this Fourth Amendment and the MDA, that “commencement” when used with respect to the projects described in Section 6.04 (b), (c), (d), (e) and (i) of the Agreement shall mean all necessary site preparation has been completed, all necessary building permits have been issued and all necessary sewer tap fees for the applicable project on the applicable Phase B Parcel have been paid, and “delivery” shall mean a final Certificate of Occupancy has been issued for all improvements to be developed on the applicable Phase B Parcel in accordance with the Revised Riverside Village Master Plan; provided however, for any retail components of the applicable Phase B Parcel delivery shall be deemed to be effected with the delivery of a “Cold Dark Shell.”

C. **Master Plan for Infrastructure**: The Master Plan for Infrastructure provided for and as more fully described in Section 6.08 of the Agreement has been completed to the satisfaction of the City.



**ARTICLE IV**  
**EXHIBITS TO MDA AND THIS FOURTH AMENDMENT**

The following Exhibits to the MDA are hereby replaced or supplemented as set forth below:

A. Exhibit B-2 attached to the MDA (Phase B of the General Development Plan) and Exhibit C attached to the MDA (Ballpark Village Master Plan) are hereby replaced with new Exhibit C-1 attached hereto (Revised Riverside Village Master Plan) and supplemented by Exhibit C-2 attached hereto (Comparison of Ballpark Village Master Plan and Revised Riverside Village Master Plan).

B. Exhibit F to the MDA is replaced with a new Exhibit F attached hereto.

The Exhibits attached hereto (except for Exhibits A and B) shall be incorporated in and become a part of the MDA. Those Exhibits to the MDA not listed above remain unchanged.

**ARTICLE V**  
**OTHER AGREEMENTS OF THE PARTIES**

A. **Development Inducement Agreement:** The City, Greenstone and the Owners listed on Exhibit A hereto acknowledge and agree that the Development Inducement Agreement to be dated on or about April \_\_, 2024 (or such later date as the parties shall agree) (the “*Inducement Agreement*”), a copy of which is attached hereto as Exhibit B, among the City, Greenstone, in its capacity as master developer, and each of the Owners listed on Exhibit A attached to the Inducement Agreement, is essential and integral to the development of the Phase B Parcels. Notwithstanding anything to the contrary within the Master Development Agreement, the City agrees to make certain inducement payments, in the form of grants, to Greenstone and the Owners who are party to the Inducement Agreement in accordance with the Inducement Agreement, the terms of which are incorporated herein by reference. Without limiting any other term or provision of the Master Development Agreement, as amended hereby, or the Inducement Agreement, an event of default under the Inducement Agreement shall not be deemed to be a default under the Master Development Agreement or this Fourth Amendment, but, as provided in the Inducement Agreement, a default under the Master Development Agreement or this Fourth Amendment shall be deemed a default and material breach of the terms and conditions of the Inducement Agreement.

B. **Payments Subject to Appropriation:** Notwithstanding any other provision of this Fourth Amendment, for the avoidance of doubt, the City’s obligations with respect to all grants or payments provided for in the Inducement Agreement are subject to appropriation by the City Council of the City in subsequent fiscal years pursuant to ordinance duly adopted and shall be payable solely from general funds of the City appropriated for such purposes, as applicable, and not from any other source, all as more fully provided in the Inducement Agreement.

**ARTICLE VI**  
**CONDITIONS TO CONTINUING EFFECTIVENESS OF THIS FOURTH**  
**AMENDMENT AND FURTHER EXTENSION OF MDA**

This Fourth Amendment shall become effective initially upon (1) execution hereof by all the parties hereto, (2) receipt by the City of written evidence of payment in full by the Owners of the Phase B Parcels by no later than the date of this Fourth Amendment of all *ad valorem* property taxes (City, County and, if applicable, School District) due with respect to all such Parcels (together with any interest and penalties due and owing thereon, if any), and (3) enactment by City Council of Ordinance 2024-06 approving certain changes to the General Development Plan required in connection with the Revised Riverside Village Master Plan, all in accordance with and subject to the City's procedures and processes relating to modifications to the General Development Plan.

In addition, the continuing effectiveness of this Fourth Amendment, the MDA and the Inducement Agreement shall be conditioned upon payment in full by no later than the date when due of (a) all City *ad valorem* property taxes and all applicable MID Assessments (initially, May 1, 2024, and each May 1 thereafter), and (b) all other *ad valorem* property taxes (January 15 of each year) with respect to the Phase B Parcels coming due during the Term.

If at any time during the Term, *ad valorem* taxes or MID Assessments with respect to the Phase B Parcels are not paid on or before the date when due, the City shall have the right to terminate the Agreement and/or the Inducement Agreement and/or to terminate certain obligations provided for under either or both of the Agreement or the Inducement Agreement, in the sole discretion of the City, by giving written notice of such termination to the parties hereto.

**ARTICLE VII**  
**MISCELLANEOUS**

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

B. Authorization; Entire Agreement; Controlling Provisions. This Fourth 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 Fourth 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; provided, however, that to the extent the terms and provisions of the Agreement conflict with the terms and provisions of this Fourth Amendment, the terms and provisions of this Fourth Amendment shall control; provided, further, however, to the extent the terms and provisions of the Inducement Agreement conflict with the terms and provisions of this Fourth Amendment or the Agreement, the terms and provisions of the Inducement Agreement shall control.

C. Authority. Each of Greenstone, 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 Fourth

Amendment. Once executed by all parties, this Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth Amendment shall be binding unless in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

G. Counterparts; Facsimile. This Fourth 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 Fourth 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 Fourth Amendment; Approval by Ordinance. Section 18.04 of the Agreement provides that “[i]f an amendment involves property owned by less than all the persons and entities comprising the Owners, then only the City and those persons or entities which own the property which is subject to the requested amendment need to sign such written amendment.”

Graybul Ironwood, LLC, a limited liability company organized under the laws of the State of Delaware (the “*Apartment Owner*”), is the owner of Parcel J as shown on the Revised Riverside Village Master Plan and was a party to the three prior amendments to the Agreement but is not a party to this Fourth Amendment. Parcel J is not subject to this Fourth Amendment, so, in accordance with Section 18.04 of the Agreement, the Apartment Owner need not sign this Fourth Amendment.

Hotel Developer is the owner of Parcel F as shown on the Revised Riverside Village Master Plan and was a party to the three prior amendments to the Agreement but is not a party to this Fourth Amendment. Parcel F is not subject to this Fourth Amendment, so, in accordance with Section 18.04 of the Agreement, the Hotel Developer need not sign this Fourth Amendment.

Riverside Village B Owner, LLC, a South Carolina limited liability company (the “*Stadium Deck Owner*”), is the owner of Parcel B as shown on the Revised Riverside Village Master Plan and was a party to the three prior amendments to the Agreement but is not a party to

this Fourth Amendment. Parcel B is not subject to this Fourth Amendment, so, in accordance with Section 18.04 of the Agreement, the Stadium Deck Owner need not sign this Fourth Amendment.

Greenstone Hendon Riverside Village, LLC, a Georgia limited liability company (the “*Southbound Owner*”), is the owner of that portion of Parcel A-2 (as shown on the Revised Riverside Village Master Plan) on which Southbound Smokehouse is located and was a party to the three prior amendments to the Agreement but is not a party to this Fourth Amendment. Parcel A-2 is not subject to this Fourth Amendment, so, in accordance with Section 18.04 of the Agreement, the Southbound Owner need not sign this Fourth Amendment.

Hammonds Ferry Commercial I, LLC, a Georgia limited liability company, was a party to the three prior amendments to the Agreement but is no longer an Owner and therefore is not a party to this Fourth Amendment.

Notwithstanding any provision to the contrary in this Fourth Amendment and for the avoidance of doubt, it is understood and agreed among the parties to this Fourth Amendment that the provisions of Article I of this Fourth Amendment relating to extension of the Term of the Agreement shall apply to all parties to the Agreement, including the Apartment Owner, the Hotel Developer, the Stadium Deck Owner and the Southbound Owner.

Section 18.04 of the Agreement also 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 Fourth Amendment include the City and the Owners, as currently constituted (but not including the Apartment Owner, the Hotel Developer, the Stadium Deck Owner and the Southbound Owner), and the City has decided, in its sole discretion, to approve this Fourth Amendment by ordinance. GreenJackets are not an Owner and thus were not required to be, nor were they, a party to either of the prior two amendments to the Agreement and, likewise, are not required to be, nor are they a party to this Fourth Amendment.

J. Amendment and Restatement of Master Parking Agreement. The parties to this Fourth Amendment acknowledge that the Master Parking Facilities Operating and Easement Agreement dated April 25, 2017, between the City and Greenstone, will be amended and restated in advance of or in conjunction with the execution and delivery of this Fourth Amendment.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of April \_\_, 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]

**FOURTH 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]

**FOURTH 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]



**FOURTH AMENDMENT TO MASTER DEVELOPMENT AGREEMENT**

**SIGNATURE PAGE**

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

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Christian B. Schoen, Manager

\_\_\_\_\_  
Witness

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

By: \_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

[SEAL]

**FOURTH 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]

**FOURTH 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]

**FOURTH 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]

**FOURTH 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 FOURTH AMENDMENT TO MASTER DEVELOPMENT  
AGREEMENT**

**Owners of Riverside Village Property as of April \_\_, 2024  
other than**

**Hotel Developer, Greenstone, Apartment Owner,  
Stadium Deck Owner, and Southbound Owner**

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

**EXHIBIT B TO FOURTH AMENDMENT TO MASTER DEVELOPMENT  
AGREEMENT**

**Development Inducement Agreement**

*[See Exhibit B to Ordinance for copy of Development Inducement Agreement.*

*Development Inducement Agreement will be attached to Fourth Amendment at time of  
execution and prior to recording of Fourth Amendment.]*

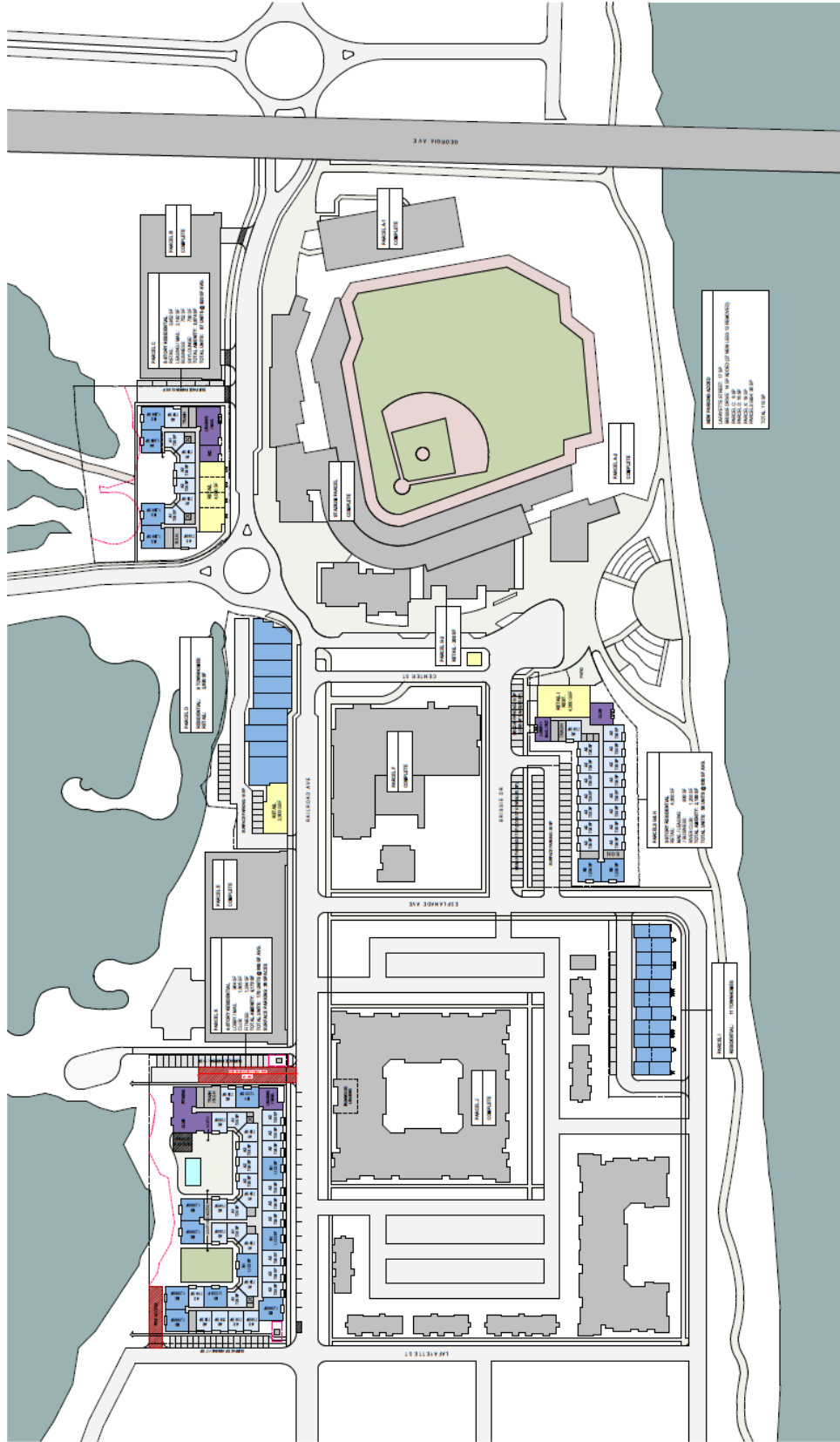


**EXHIBIT C-1**

(Revised Riverside Village Master Plan)

(Replacing and Supplementing Exhibit B-2 and Exhibit C to Master Development Agreement,  
together with Exhibit C-2 below)

STREET LEVEL



SOUTHCITY PARTNERS

RIVERSIDE VILLAGE MULTI-FAMILY NORTH AUGUSTA, SC  
10/26/2023

BROCK HUDGINS ARCHITECTS

**EXHIBIT C-2**

(Comparison of Ballpark Village Master Plan and Revised Riverside Village Master Plan)

(Replacing and Supplementing Exhibit C to Master Development Agreement,  
together with Exhibit C-1 above)

Parcel	Property Use - Original MDA	Planned Development - Original MDA	Parcel	Property Use - Fourth Amendment to MDA	Planned Development - Fourth Amendment to MDA
A1	Apartments (Mixed Use)	32	A1	The Clubhouse - Apartments (Mixed Use)	32
A1	Fitness	13,000	A1	Office	14,000
A2	Southbound - Retail/Restaurant	5,965	A2	Southbound - Retail/Restaurant	5,965
B	Stadium Parking Garage	590	B	Stadium Parking Garage	538
C	-	-		Retail/Restaurant	4,000
C	Office	72,000	C	Apartments (Mixed Use)	87
D	Retail/Restaurant	17,000	D	Retail/Restaurant	2,600
D	For Sale Attached Residential	16	D	Townhomes	9
F	Crowne Plaza Hotel	175	F	Crowne Plaza Hotel	180
G	Retail/Restaurant	16,235	G	Retail/Restaurant	4,000
G	For Sale Attached Residential	11	G	Apartments (Mixed Use)	58
G1	Retail/Restaurant	500	G1	Retail/Restaurant	500
H	Detached Single Family	6	H	(Combined with G)	0
I	Detached Single Family	6	I	Townhomes	11
J	For Rent Apartments	280	J	For Rent Apartments	280
K	Age Restricted Residential	168	K	For Rent Apartments	170

## EXHIBIT F

(Replacing Exhibit F to Master Development Agreement)

### PARKING AGREEMENTS – MATERIAL TERMS

- I. Medac Deck
  - A. City at its sole cost and expense constructed a 601-space parking garage on the Medac Building site as shown on Exhibit D of the Master Development Agreement.
  - B. The City allows for the Medac Building, and permitted Riverside Village employees, to use the Medac Deck during workday business hours (in accordance with Medac Lease Terms) and will allow general public use of the garage before and/or after Medac Building business hours at rates and charges to be determined by the City.
  
- II. Hotel Deck
  - A. The Hotel Deck was developed by Hotel Developer, paid for with proceeds of bonds issued by the North Augusta Public Facilities Corporation and owned by the City and the North Augusta Public Facilities Corporation. The Hotel Deck consists of an approximately 451 space parking garage on the site depicted on Parcel E of the Revised Riverside Village Master Plan, as shown at Exhibit C-1 of the Master Development Agreement.
  - B. 160 parking spaces of the spaces in II.A above will have a separate controlled gate with Hotel access card. These spaces are for Hotel patrons only.
  - C. Exclusive of Stadium or City Events, up to 260 of the 451 parking spaces for this garage will be used as a first priority use for Hotel operations including the 160 for hotel patrons and the Convention Facility (100 spaces).
  - D. 160 parking spaces of the spaces in II.A above will be dedicated 24/7 for residents of multi-family space on Parcel K, subject to payment to the City by the Owner of Parcel K for the use of such parking spaces (which payment shall initially be \$30/month, subject to annual adjustment to an amount equal to the lesser of (x) the City's then prevailing monthly parking rate for daytime parking in the Parking Facilities or (y) one hundred three percent (103%) of the then current monthly fee amount (rounded to the nearest hundredth of a dollar), as mutually determined by the City and the Master Developer, unless otherwise mutually agreed by the parties.
  - E. The remaining 14 spaces will be designated as "flex use spaces" for Hotel Restaurant, Conference Facility, Non-Hotel Retail and Stadium Event Parking.
  - F. Hotel will pay City 40% of income received from the charged daily rate for parking from both room revenue and collected Conference Facility revenue where parking is charged to the event and included in the cost of the Conference Facility use. This 40% share is intended to off-set the Hotel's share of the parking lot operation and maintenance and repair costs paid by the City.
  - G. Hotel Developer will operate and manage the Hotel Deck and the City will be responsible for all maintenance, expenses and repair of the Hotel Deck, subject to certain terms and conditions in the Master Parking Agreement.

- H. All income from the parking garage for the “flex use spaces” will go 100% to the City other than pre-paid Conference Facility revenue which will be handled in accordance with II.F above.
- I. When the Conference Facility does not require reserved parking for a scheduled event, the City will have the option of using those spaces as “flex use spaces” and will collect fees for use of these spaces as they would for the spaces in II.H above. Hotel will endeavor to notify City one week in advance that Conference Facility parking spaces are expected to be available. Hotel will produce a weekly report that provides this advance notice. It is understood the Hotel could receive an unexpected large Conference Facility request with very little advance notice but this situation is expected to be rare.
- J. The City or the North Augusta Public Facilities Corporation will own the Hotel Deck; provided that additional details regarding the use of the Hotel Deck will be detailed in one or more separate parking agreements.

### III. Stadium Deck

- A. Greenstone has at its sole cost and expense, constructed a 601-space parking garage on Parcel B of the Revised Riverside Village Master Plan with the terms further described in Section 6.04 of the Master Development Agreement.
- B. Greenstone or its affiliate will operate and manage the Stadium Deck.
- C. The Stadium Deck will be used for purposes more fully described in a Parking Deck Agreement related thereto and subject to the terms and conditions set forth in such Parking Deck Agreement, including terms acceptable to the City relating specifically to use of the Stadium Deck for events at the Stadium.

IV. On-Street Parking – Approximately 164 on-street spaces will be available in time intervals determined by the City, managed by City meters (in the discretion of the City), with the exception of limited special permit requirements.

V. Special Event Surface Parking – In addition to parking arrangements provided for in the Master Parking Agreement, the parties have agreed that 100 spaces at City Hall, 200 spaces at Riverside Boulevard Park, and possible additional locations will be available at Event Rates for special events. The 100 spaces at City Hall will be subject at all times to the City’s first priority use rights related to City Events at City Hall and the City shall at all times have the privilege of asserting such first priority use rights. The City will endeavor to notify Hotel Developer, Greenstone and Team Owner at least one week in advance of a City Event which conflicts with a Special Event and thereby limits or prevents use of all or a portion of the 100 spaces for any period of time on a Special Event date.

VI. Retail/Restaurant Parking – Special parking incentives for retail/restaurant patrons will be offered by voucher from Retail and Restaurant tenants.

VII. Stadium Event Parking – during Home Baseball Games and Licensee Special Events in the Stadium and/or in the City right-of-way.

VIII. City Event Parking – during City Events in the Stadium and/or in the City right-of-way.

- IX. Standard Parking Rates –Subject to change in separate Parking Agreement:
- A. On-street: Rates to be set by the City, in its discretion, subject to market conditions (with any time limit to be set by the City), subject to adjustment in future fiscal periods in the discretion of City Council.
  - B. Retail/Restaurant voucher: 1st 2 hours free in any of the decks, otherwise Standard Rates apply. Adjustment in future fiscal periods subject to the discretion of City Council.
  - C. Monthly Deck or Permit: \$30. Adjustment in future fiscal periods subject to the discretion of City Council.
  - D. Stadium Home Game: general parking \$7/event charged to the public (not including VIP or reserved). Adjustment in future fiscal periods subject to the discretion of City Council.

Stadium Special Event: \$10 maximum rate charged to the public. Adjustment in future fiscal periods subject to the discretion of City Council

**EXHIBIT B**

**FORM OF DEVELOPMENT INDUCEMENT AGREEMENT**



## DEVELOPMENT INDUCEMENT AGREEMENT

**THIS DEVELOPMENT INDUCEMENT AGREEMENT** (this “*Agreement*”) is an agreement entered into to be effective as of April \_\_, 2024, by and among **GREENSTONE HAMMOND’S FERRY, LLC**, a limited liability company organized under the laws of the State of South Carolina (the “*Master Developer*”) and **each of the Owners listed on Exhibit A attached hereto** (together with their successors and assigns, the “*Mixed-Use Developers*” and, collectively with Master Developer, the “*Developer Parties*”), and the **CITY OF NORTH AUGUSTA, SOUTH CAROLINA** (the “*City*”).

### RECITALS

1. The Master Developer, Ackerman Greenstone North Augusta, LLC (the “*Hotel Developer*”), GreenJackets Baseball LLC, and the City entered into that certain Master Development Agreement dated March 15, 2017 (as amended from time to time, the “*Master Development Agreement*” or “*MDA*”) and subsequently the Developer Parties, the Hotel Developer, together with certain other Owners (as defined in the Master Development Agreement) entered into (a) two amendments thereto, on March 15, 2022 and on March 15, 2023, in each case extending the term of the Master Development Agreement by one year and (b) an additional amendment thereto, on March 15, 2024, extending the term of the Master Development Agreement by sixty (60) days. Under the Master Development Agreement, the City designated Master Developer as master developer for a mixed-use project in North Augusta, South Carolina now known as “*Riverside Village*”, which project is generally as shown on the master plan (the “*Revised Riverside Village Master Plan*”) attached hereto as Exhibit B and by this reference incorporated herein, all subject to the terms and conditions of the Master Development Agreement.

2. In connection with the execution of this Agreement, the Developer Parties, certain other Owners, and the City are entering into a Fourth Amendment to Master Development Agreement dated April \_\_, 2024 (the “*Fourth Amendment to MDA*”) for the purpose of extending the term of the Master Development Agreement and making certain amendments and modifications to the Master Development Agreement and replacing the Master Plan (as defined in the Master Development Agreement) with the Revised Riverside Village Master Plan, all subject to certain terms and conditions set forth in the Fourth Amendment to MDA and in this Agreement.

3. The Developer Parties, as applicable, are the owners of certain parcels of real property consisting of approximately six acres (of the approximately 35.4 acres comprising the Property as defined in and subject to the Master Development Agreement and as described on Exhibit B-1 to the Master Development Agreement) and shown on the Revised Riverside Village Master Plan as Parcels C, D, G, H, I and K (the “*Phase B Parcels*”) located in Aiken County, North Augusta, South Carolina.

4. The Developer Parties intend to develop and construct a mixture of uses on the Phase B Parcels, continuing the mixed-use development contemplated in the original master plan for Riverside Village, and such mixture of uses on the Phase B Parcels will consist of multi-family and single-family residential, retail, and other uses (the “*Phase B Projects*”), generally as shown on the Revised Riverside Village Master Plan.

5. Further, due to changes in market conditions, the current interest rate environment and the effects of the COVID-19 pandemic, among other factors, the Master Developer has determined that (i) certain elements of the Master Plan, as originally proposed, require modification, and (ii) certain inducements are necessary to catalyze further development of certain remaining undeveloped Phase B Parcels.

6. The City Council, after performing its initial due diligence, has determined that the development of the Phase B Parcels and the construction of the Phase B Projects according to the Master Development Agreement, as amended by the Fourth Amendment to MDA, and this Agreement, is consistent with the City's plans for growth and development in the Riverside Village development and in the City's downtown, more generally, and that the completion of the Phase B Projects by the applicable Developer Parties will give rise to the following benefits for the City: (a) benefit the general public welfare of the City by providing for additional and more diverse housing options and related parking; (b) increase commercial and economic activity and visitation to the Riverside Village area; (c) continue the revitalization and redevelopment of the Riverside Village area, the completion of which constitutes a significant priority for the City and fulfills a public purpose; (d) enhance the aesthetics of the Riverside Village development by developing and improving the currently vacant Phase B Parcels and buttress the City's infrastructure by adding or improving sidewalks and walkways, landscaping, streetscaping, and lighting as part of the Phase B Projects; (e) significantly increase the City's *ad valorem* tax revenues from the Phase B Parcels that support previously issued tax increment revenue obligations of the City; (f) increase utility revenues in the City; (g) increase business license revenues for the City; (h) promote occupancy, increased jobs and investment in the existing Riverside Village development; and (i) based on the proposed retail development to be included in certain Phase B Projects, increase sales tax revenues (particularly local hospitality tax revenues, where applicable) and provide services not currently or adequately provided within the City at this time, and such benefits as a result of completion of the Phase B Projects are proper governmental and public purposes.

7. The City Council has determined further that the inducement of the development of the Phase B Projects within the Riverside Village area of the City is of paramount importance and, after considering all available options and the fact that the Phase B Parcels have remained vacant since the inception of Riverside Village despite significant public investment to catalyze development, the value of the tangible and intangible benefits of the Phase B Projects to the public (as described above) is significantly greater than the cost to the City to induce the development of the Phase B Projects. Furthermore, the Grants (as defined herein) are structured such that the Phase B Projects will be substantially completed prior to the payment of any such Grants, thereby mitigating risks that the benefits to the City will be speculative. Based on the foregoing, the City has determined that such purposes to be accomplished by the Phase B Projects are proper governmental and public purposes and the City has evaluated the Phase B Projects considering all relevant and required factors, including, but not limited to, the anticipated dollar amount and nature of the investment to be made, the anticipated costs and benefits to the City, the mitigation of risks to the City, and all other criteria deemed appropriate by City Council or prescribed by law.

8. The City, acting through its duly elected City Council as its governing body and upon the passing of such ordinances or other authorizing legislation as may be necessary, is duly empowered to expend public funds for public purposes. In consideration for the Phase B Projects being developed and to induce the Developer Parties to develop the Phase B Parcels, the City has

agreed to (a) grant to the applicable Developer Parties an amount calculated with reference to actual land disturbance permit and building permit fees and sewer tap fees paid by Developer Parties with respect to the Phase B Projects on the Phase B Parcels and (b) make certain additional grants to Developer Parties, all subject to certain terms and conditions set forth herein and in the Master Development Agreement as amended by the Fourth Amendment to MDA and as further described in Sections 2(a) and (b) of this Agreement (collectively, the “*Grants*”).

9. Further, the City is mindful of the requirements of *Nichols v. South Carolina Research Authority*, 290 S.C. 415 (1986) and *WDW Properties v. City of Sumter*, 342 S.C. 6, 535 S.E.2d 631 (2000) (collectively referred to as the “*Byrd Test*”), for determining when the expenditure of funds for the purpose of economic development projects constitutes a public purpose, and the City has structured the Grants to meet the applicable portions of the Byrd Test. Accordingly, the City expects to provide the Grants to the Master Developer as an inducement for the successful development of the Phase B Projects, all subject to certain terms and conditions set forth herein and in the Master Development Agreement as amended by the Fourth Amendment to MDA.

10. Master Developer has experience in the development of facilities similar to the Phase B Projects, and has adequate experience, expertise, personnel, and resources to properly coordinate and finance all development and construction activities reasonably required for the successful completion of the Phase B Projects. Master Developer’s experience and expertise in developing projects similar to the Phase B Projects is a an important consideration in connection with the execution and delivery by the City of this Agreement.

11. Mixed-Use Developers have experience in the development of facilities similar to the Phase B Projects, and have adequate experience, expertise, personnel, and resources to properly coordinate and finance all development and construction activities reasonably required for the successful completion of the Phase B Projects. Mixed-Use Developers’ experience and expertise in developing projects similar to the Phase B Projects is a significant inducement to the execution and delivery by the City of this Agreement. Moreover, Master Developer has confirmed to the City its intention to partner with South City Partners, LLC, a real estate development firm headquartered in Atlanta, Georgia (“*SCP*”), to develop Parcels C, G, H and K (which constitute the substantial majority of the Phase B Parcels by number and land area) and to complete the Phase B Projects related to those Parcels. The Master Developer and SCP have confirmed to the City that their intention is for SCP to be the majority owner and managing partner in the joint venture between Master Developer and SCP and that such joint venture entity (or affiliate(s) thereof) will acquire Parcels C, G, H and K and will become a Developer Party pursuant to the terms and conditions of the Master Development Agreement and a Mixed-Use Developer pursuant to the terms of this Agreement. The City has, through its diligence review, confirmed that SCP has a record of success and the experience, expertise, personnel, and resources necessary to properly coordinate all development and construction activities reasonably required for the successful completion of the applicable Phase B Projects. Based on SCP’s experience and expertise in developing projects similar to the Phase B Projects, its proposed leadership role in the development of the applicable Phase B Parcels is a significant benefit to the City and an important consideration in connection with the execution and delivery by the City of this Agreement. Additional Mixed-Use Developers will complete the development and construction of the remaining Phase B Projects (Parcel D and Parcel I) in accordance with the provisions of the Master Development Agreement.

12. In furtherance of the development of the Phase B Projects, the City enacted an ordinance authorizing and approving (a) this Agreement and the provisions hereof, (b) the Fourth Amendment to MDA and the provisions thereof, and (c) the method of appropriation of the funds (and the source of such funds) necessary to pay the Grants to induce the Developer Parties to develop the Phase B Projects in accordance with the Revised Riverside Village Master Plan.

## COVENANTS, AGREEMENTS, TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the premises, and of the mutual covenants and agreements herein contained, the parties agree as follows:

### 1. Construction of Phase B Projects

Master Developer and Mixed-Use Developers shall coordinate the development, construction, and completion of the Phase B Projects. In connection with the development and construction of the Phase B Projects, Master Developer and Mixed-Use Developers agree to employ contractors, professionals, and advisors experienced in the development of projects such as the Phase B Projects and use standards of care and diligence in accordance with established standards of performance by professional real estate developers for improvements of similar magnitude and complexity.

### 2. Disbursement of Grant Funds

(a) *Grant Payments Relating to Certain Fees.* With respect to each Phase B Parcel, so long as Master Developer and the Owner of the applicable parcel are not in default of their respective obligations under the MDA and this Agreement, subject to the satisfaction of the conditions set forth in this subsection (a) and subject to the provisions of subsection (c) of this Section 2, the City agrees to provide a grant to Master Developer calculated with reference to the actual amount of the following fees to be paid by Master Developer and/or the applicable Owner in connection with the development of each Phase B Parcel:

- (i) Land Disturbance Permit fees paid to the City with respect to such Phase B Parcel;
- (ii) Building Permit fees paid to the City with respect to such Phase B Parcel;  
and
- (iii) Sewer tap fees paid to the City with respect to such Phase B Parcel.

In order to be eligible for such grant, Master Developer and the Owner(s) of the applicable Phase B Parcel shall present to the City the following:

- (1) a final, original Certificate of Occupancy for all improvements developed on such Phase B Parcel in accordance with the Revised Riverside Village Master Plan (for the avoidance of doubt, where the Revised Riverside Village Master Plan provides for more than one building, improvement or project on a Phase B Parcel, in order to qualify for the applicable grant, Master Developer and/or such Owner, as applicable, must present to the City a final, original Certificate of Occupancy for all such buildings, improvements or

projects on such Phase B Parcel), except for the portions of any such improvements that contain Retail Space (as defined in the Master Development Agreement) which portions are provided for in subsection (a)(2) below, and

(2) if any building, improvement or project on such Phase B Parcel includes Retail Space, then with respect to all such Retail Space, evidence reasonably satisfactory to the City that Master Developer and/or such Owner has funded (in part or in whole) or has availability to fund, either in the form of equity or debt, not less than an average of \$60.00 per square foot of costs (either direct construction costs and/or tenant allowances) with respect to the upfit beyond that of a base, unheated, unlit shell (Cold Dark Shell) of the Retail Space in each completed building(s), improvement(s) or project(s) on such Phase B Parcel; provided that to the extent Master Developer and/or such Owner has elected to pre-install some tenant improvements as part of the buildout of a building, improvement or project, the costs attributable to such installation and construction will be considered part of the \$60.00 per square foot of available funding.

Following presentation of the items set forth in subparagraphs (1) and, if applicable, (2) of this subsection (a) and satisfactory review and acceptance thereof by the City, such review and acceptance not to be unreasonably delayed or withheld, the City agrees to grant to Master Developer the total amounts described in subparagraphs (i), (ii) and (iii) above previously paid to the City with respect to such Phase B Parcel. If the grant of such amounts has been duly and properly authorized and included in the City's budget for the then-current fiscal year pursuant to an ordinance adopted by the City Council of the City, then such disbursement shall be made within 15 days of the above-described review and acceptance by the City. If the disbursement of such amounts has not been included in the City's approved budget for the then-current fiscal year, then the officer of the City charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the City Council for the City's next following fiscal year provision for such disbursement of funds from general fund moneys of the City, and if such budget duly and properly authorizing such disbursement is adopted by ordinance of City Council of the City, then such disbursement shall be made on or before the later of (a) January 15 following the commencement of the fiscal year for which such budget has been adopted or (b) fifteen days after the adoption of such budget.

Notwithstanding the foregoing, the parties agree that the amounts with respect to each Phase B Parcel to be granted pursuant to this subsection (a) shall not, in any event, exceed the respective amounts per Phase B Parcel as follows:

Table 1

<u>Parcel</u>	<u>Not to Exceed Amount of Aggregate Grant</u>
C	\$100,000
D	\$25,000
G/H	\$75,000
I	\$25,000
K	\$225,000



For the sake of clarity and for the avoidance of doubt, the not to exceed amounts shown in Table 1 above are intended to be a cap on any grant payment that may become due with respect to the respective Phase B Parcels. Moreover, notwithstanding any provision to the contrary in this Agreement, the aggregate amount of grant payments to be paid by the City under this subsection (a) shall not exceed \$450,000 (the “*Aggregate Cap*”). The final amount of any grant payment with respect to a Phase B Parcel, if due and payable under the terms and conditions of this subsection (a), will be equal to the lesser of (x) the actual amount of the aggregate land disturbance permit fees, building permit fees and sewer tap fees paid by the Master Developer and/or the applicable Owner with respect to such Phase B Parcel, (y) the applicable not to exceed amount for such Phase B Parcel as shown in Table 1 above, and (z) an amount, which when added to other grant payments previously made with respect to other Phase B Parcels, does not exceed the Aggregate Cap.

(b) *Other Grant Payments.* With respect to the Phase B Parcels identified as Parcels C, G, H, and K, so long as Master Developer and the Owner(s) of the applicable parcels are not in default of their respective obligations under the MDA and this Agreement, subject to the satisfaction of the conditions set forth in this subsection (b) and subject to the provisions of subsection (c) of this Section 2, the City agrees to pay to Master Developer and/or such Owner(s), as applicable, the grant installment payments described below, but only upon presentation by Master Developer and such Owner(s) of the following:

(1) a final, original Certificate of Occupancy for all improvements developed on Parcels C, G, H, and K in accordance with the Revised Riverside Village Master Plan (for the avoidance of doubt, where the Revised Riverside Village Master Plan provides for more than one building, improvement or project on a Phase B Parcel, in order to qualify for the applicable payment, Master Developer and/or such Owner, as applicable, must present to the City a final, original Certificate of Occupancy for all such buildings, improvements or projects on the applicable Phase B Parcel), except for the portions of any such improvements that contain Retail Space (as defined in the Master Development Agreement) which portions are provided for in subsection (b)(2) below, subject to and in accordance with the schedule and related conditions set forth below, and

(2) for Parcels C, G, and H only, if any building, improvement or project on such Phase B Parcel includes Retail Space, then with respect to all such Retail Space on such Phase B Parcel, evidence reasonably satisfactory to the City that Master Developer and/or such Owner has funded (in part or in whole) or has availability to fund, either in the form of equity or debt, not less than an average of \$60.00 per square foot of costs (either direct construction costs and/or tenant allowances) with respect to the upfit beyond that of a base, unheated, unlit shell (Cold Dark Shell) of the completed building(s), improvement(s) or project(s) on such Phase B Parcel; provided that to the extent Master Developer and/or such Owner has elected to pre-install some tenant improvements as part of the buildout of a building, improvement or project, the costs attributable to such installation and construction will be considered part of the \$60.00 per square foot of available funding:

Subject to the terms and conditions of the next following paragraph, three (3) consecutive annual grant installments of \$333,333.33 each, (A) with the first such grant installment payable in the fiscal year during which the items set forth in subparagraphs (1) and, if applicable, (2) of this

subsection (b) with respect to Parcel C and Parcel K are presented, so long as such presentation is made on or before December 31, 2027, and the City thereafter reviews and accepts such items and deems them to be satisfactory, such review and acceptance not to be unreasonably delayed or withheld (for the avoidance of doubt, if the items set forth in subparagraphs (1) and, if applicable, (2) of this subsection (b) have not been presented to the City for review on or prior to December 31, 2027, then the City's obligation to make any grant installment payments hereunder shall terminate and, if such items are presented for review prior to December 31, 2027 and, thereafter, the City does not accept such items and deem them to be satisfactory, then, subject to any appeal rights the Master Developer and/or Owner of such Phase B Parcel may have, the City's obligation to make any grant installment payments hereunder shall terminate) and, (B) the second and third such grant installments shall be due in the two consecutive fiscal years following the fiscal year in which the first grant installment is paid; provided, however, that the third consecutive annual grant installment shall only be due and payable if, prior to the date on which such payment is due and prior to February 15, 2028, the items set forth in subparagraphs (1) and, if applicable, (2) of this subsection (b) with respect to Parcel G and Parcel H have been presented and, on or before March 15, 2028, the City has reviewed and accepted such items and deemed them to be satisfactory, such review and acceptance not to be unreasonably delayed or withheld (for the avoidance of doubt, if the conditions for payment of the third consecutive annual grant installment provided for herein are not satisfied on prior to March 15, 2028, the City's obligation to make such installment payment hereunder shall terminate).

If any of the three consecutive annual grant installments described above becomes payable in accordance with the terms and conditions of the immediately preceding paragraph and the disbursement of such amount has been duly and properly authorized and included in the City's budget for the applicable fiscal year pursuant to an ordinance adopted by the City Council of the City, then such disbursement shall be made within 15 days of the above-described review and acceptance by the City; provided, however, if the disbursement of such amount has not been included in the City's approved budget for the applicable fiscal year, then the officer of the City charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the City Council for the City's next following fiscal year provision for such disbursement of funds from general fund moneys of the City, and if such budget duly and properly authorizing such disbursement is adopted by ordinance of City Council of the City, then such disbursement shall be made on or before the later of (a) January 15 following the commencement of the fiscal year for which such budget has been adopted or (b) fifteen days after the adoption of such budget.

For the sake of clarity and for the avoidance of doubt, notwithstanding any provision to the contrary in this Agreement, the aggregate amount of grant installment payments to be paid by the City under this subsection (b) shall not exceed \$1,000,000.

(c) Notwithstanding any other provision of this Agreement, for the avoidance of doubt, the City's obligations with respect to all payments described in subsections (a) and (b) of this Section 2 are subject to appropriation by the City Council of the City in future fiscal periods pursuant to ordinance duly adopted and shall be payable solely from general funds of the City appropriated for such purposes, as applicable, and not from any other source, all as more fully provided in the ordinance adopted by City Council approving this Agreement and the Fourth Amendment to MDA.



(d) The entire sum of the Grants, including the Grants referenced in subparagraphs (a) and (b) above, to be paid by the City pursuant to this Agreement shall not exceed \$1,450,000. For the avoidance of doubt, the City has no obligation to fund any costs related to the Phase B Projects, and the Developer Parties agree that the Developer Parties will complete the Phase B Projects at the Developer Parties' own expense, without payment from the City of any kind or for any overage, except as expressly set forth herein.

### **3. Other Duties of Master Developer, Mixed-Use Developers, and the City**

(a) Developer Parties, as applicable, shall promptly commence, and thereafter diligently pursue, the development, construction, and completion of the Phase B Projects, as more fully provided in the Master Development Agreement, as specifically amended by the Fourth Amendment to MDA, and particularly in accordance with the development schedule provided for in the Fourth Amendment to MDA.

(b) Master Developer and Mixed-Use Developers shall secure all approvals, permits and certificates from governmental authorities necessary for construction and occupancy of each Phase B Project.

(c) Notwithstanding any provision which may be construed to the contrary in this Agreement, the Developer Parties must comply with any and all applicable Technical Codes (as defined below) in effect as of the date of this Agreement or as may subsequently be adopted by the City or other applicable governmental entity. This Agreement shall not be construed to supersede or contravene the requirements of any Technical Code. The Developer Parties acknowledge that nothing contained in this Agreement shall obviate the requirement that the Developer Parties must comply with all City ordinances, building codes, and development standards. With respect to all these requirements, the City will not unreasonably withhold approval of any Developer Party's permit and related applications. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the City to exercise governmental powers and pass laws applicable to development of the Phase B Projects including, but not limited to, the power of eminent domain and the power to levy and collect taxes. "**Technical Code**" means any flood laws and regulations, building codes, housing codes, electrical codes, plumbing codes, gas codes, property maintenance codes, and all other technical codes and regulations authorized pursuant to Title 6, Chapter 9 of the South Carolina Code.

### **4. Term, Breach, and Remedies**

(a) Unless sooner terminated pursuant to the terms hereof, this Agreement shall continue to be in effect until the completion of the Phase B Projects and the payment of the Grants, as applicable, in accordance with the terms and conditions of this Agreement.

(b) If the City breaches its obligations hereunder, then the Developer Parties shall provide the City notice of such breach and the City shall have twenty (20) days to cure any monetary default and thirty (30) days to cure any non-monetary default. The Developer Parties may pursue all remedies available at law or in equity.

(c) In the event that any of the Developer Parties (i) fails to perform any of its obligations hereunder or breaches any of its duties and agreements contained herein and the failure or breach continues for more than thirty (30) days after written notice of default (unless cure cannot be accomplished in 30 days, is commenced within 30 days, and is diligently pursued to completion within 120 days), or (ii) willfully causes a recurring failure to abide by the terms and provisions of this Agreement, or (iii) breaches or defaults under the Master Development Agreement, then the City shall have the right to terminate this Agreement by written notice to the Developer Parties. Such termination shall be effective on the later of (y) the date specified in such notice or (z) the date of receipt of such notice as established pursuant to Section 5 hereof.

(d) The above provisions of this Section 4 notwithstanding, the cure of a default by Developer Parties shall not relieve Developer Parties of responsibility for any damage or loss suffered by the City as a result of a failure of Developer Parties to properly perform their respective duties or a breach by Developer Parties. Notwithstanding any other limitations herein, upon any default under subsection (c) of this Section 4, the City may pursue all remedies available at law or in equity.

## 5. Notices

All notices under this Agreement shall be given in writing and shall be: (a) delivered against a written receipt of delivery, (b) mailed by registered or certified mail of the United States Postal Service, return receipt requested, postage prepaid, (c) delivered to a nationally recognized overnight courier service for next business day delivery, or (d) delivered via email as listed below, provided, however, that if such notice is given via email, an original counterpart of such communication shall concurrently be sent in one of the manners specified in clauses (b) and (c) above. Each such notice, demand or request shall be deemed to have been given upon the earlier of actual receipt or refusal by the addressee or three days after deposit thereof in any main office or branch office of the United States Post Office if sent in accordance with clause (b) above and one day after the deposit thereof with a courier if sent pursuant to clause (c) above. Notices shall be directed as follows:

If to the City:

City of North Augusta, South Carolina  
Municipal Center  
100 Georgia Avenue  
North Augusta, SC 29841  
Attn: Jim Clifford, City Administrator  
[jclifford@northaugustasc.gov](mailto:jclifford@northaugustasc.gov)

With a copy to:

Kelly Zier, Esq.  
602 West Avenue  
North Augusta, SC 29841  
[Kzier@zierlawfirm.com](mailto:Kzier@zierlawfirm.com)

If to Developer Parties (as applicable): Greenstone Hammonds Ferry, LLC  
Riverside Village C Owner, LLC  
Riverside Village D Owner, LLC  
Riverside Village G Owner, LLC  
Riverside Village H Owner, LLC  
Riverside Village I Owner, LLC  
Riverside Village K Owner, LLC  
3301 Windy Ridge Parkway-Suite 320  
Atlanta, GA 30337  
Attn: Chris Schoen  
[cschoen@greenstone-properties.com](mailto:cschoen@greenstone-properties.com)

With a copy to: F. Donald Nelms, Jr., Esq.  
3301 Windy Ridge Parkway, Suite 320  
Atlanta, GA 30308  
[don@dnelmslaw.com](mailto:don@dnelmslaw.com)

South City Partners, LLC  
3715 Northside Parkway, NW, Suite 1-310  
Atlanta, Georgia 30327  
[jlong@southcitypartners.com](mailto:jlong@southcitypartners.com)

Lee Lyman, Esq.  
Morris, Manning & Martin, LLP  
1600 Atlanta Financial Center  
3343 Peachtree Road, NE  
Atlanta, Georgia 30326  
[lyman@mmmlaw.com](mailto:lyman@mmmlaw.com)

## 6. Force Majeure

Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of Force Majeure, the party for whom performance is delayed shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the delay or inability then claimed, and during the period of such delay or inability the applicable party shall endeavor to remove or overcome such delay or inability with all reasonable dispatch. “*Force Majeure*” means, but only to the extent that the event delays or prevents a party’s performance, any of the following: acts of God; all labor disputes; governmental or judicial regulations, legislation, or controls; inability to obtain any necessary permits, approvals, materials or services; fire, hurricane, snowstorm, unusually heavy rain, or other weather calamity or other weather-related casualty; failure by an independent contractor to perform in accordance with its design or construction contract; and any other cause beyond the reasonable control of the party.

## **7. Indemnification**

Developer Parties do hereby jointly and severally agree to indemnify, defend, and hold City harmless of, from, and against judgments, actions, liens, loss, damages, penalties, fines, liabilities, expenses (including reasonable attorneys' fees) and claims of any nature whatsoever arising out of or in connection with any activities performed under this Agreement, by or at the instance of Developer Parties or any of them; provided, however, that in no event shall Developer Parties have any liability under this Section 7 to the extent such liability is attributable to the gross negligence or willful misconduct of the City. The provisions of this Section 7 shall survive the termination of this Agreement.

## **8. Relationship Between the Parties**

This Agreement is not intended to result in a partnership or joint venture between the parties hereto or to limit or restrict the Developer Parties from performing services for any other projects at any time and wherever located and whether the same or similar to the services to be performed by the Developer Parties hereunder; provided, however, that no such services shall be performed by the Developer Parties which would detract from the amount of time, care and attention necessary and desirable to enable the Developer Parties to fully perform their obligations under this Agreement.

## **9. Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

## **10. Governing Law**

This Agreement shall be interpreted and enforced in accordance with the laws of South Carolina.

## **11. Entire Agreement; Modifications**

This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all prior agreements, whether written or oral, with regard thereto. No change, modification or amendment shall be made to this Agreement unless set forth in writing and signed by the parties hereto.

## **12. Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall be construed together as one Agreement.

*[Signature Pages Follow]*

IN WITNESS WHEREOF the parties hereto have executed this Development Inducement Agreement as of the date first above written.

CITY: **CITY OF NORTH AUGUSTA, SOUTH CAROLINA**, a South Carolina municipal corporation

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

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

By: \_\_\_\_\_  
Christian B. Schoen, Manager

MIXED-USE DEVELOPERS: **RIVERSIDE VILLAGE C OWNER, LLC**, a South Carolina limited liability company

By: \_\_\_\_\_  
Christian B. Schoen, Manager

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

By: \_\_\_\_\_  
Christian B. Schoen, Manager

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

By: \_\_\_\_\_  
Christian B. Schoen, Manager

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

By: \_\_\_\_\_  
Christian B. Schoen, Manager

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

By: \_\_\_\_\_  
Christian B. Schoen, Manager

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

By: \_\_\_\_\_  
Christian B. Schoen, Manager

**Development Inducement Agreement**

**Owners of Parcels C, D, G, H, I, and K in Riverside Village as of April \_\_, 2024**

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

**REVISED RIVERSIDE VILLAGE MASTER PLAN**

(See attached)





**EXHIBIT C**

**FORM OF NOTICE OF PUBLIC HEARING**

**NOTICE OF PUBLIC HEARING  
CITY OF NORTH AUGUSTA, SOUTH CAROLINA**

NOTICE IS HEREBY GIVEN that the City Council of the City of North Augusta, the governing body of the City of North Augusta, South Carolina (the “City”), will conduct a public hearing (the “Public Hearing”) at 5:30 p.m., on April 1, 2024, in the City Council Chambers at the City Hall located at 100 North Georgia Avenue, North Augusta, South Carolina.

The purpose of the Public Hearing is to receive public comment with respect to an ordinance approving, among other things, a proposed Fourth Amendment to Master Development Agreement (the “Fourth Amendment”) by and among the City, Greenstone Hammond’s Ferry, LLC (the “Master Developer”), and certain Owners of real property in the Riverside Village development in the City (“Riverside Village”). The Fourth Amendment and the Master Development Agreement dated March 15, 2017 among the City, the Master Developer and certain other parties (as previously amended, the “Master Development Agreement”) pertain to certain real property comprising Riverside Village located in the area generally bound by the Savannah River to the south, Georgia Avenue to the east, the brick ponds to the north and the Hammond’s Ferry subdivision to the west, and those portions of Center Street and Railroad Avenue adjacent to such parcels, as applicable. Riverside Village is a mixed-use development combining civic, retail, commercial and residential uses, including, without limitation, single-family and multi-family residential, hotel, conference, hospitality, restaurant, stadium, recreational, park, entertainment and parking facilities in Riverside Village. The development uses contemplated in connection with the Fourth Amendment are anticipated to include residential (to include single-family and multi-family dwellings), retail, hospitality, restaurant, and parking facilities.

The Fourth Amendment provides for (1) the further extension of the term of the Master Development Agreement, (2) the revision of the Master Plan for Riverside Village to modify uses of certain parcels of land in Riverside Village, (3) the modification of certain Exhibits to the Master Development Agreement, (4) certain incentives to further development of Riverside Village, and (5) certain conditions to continuing effectiveness of the Fourth Amendment and the Master Development Agreement. The Public Hearing shall be conducted publicly, and both proponents and opponents of the proposed action shall be given full opportunity to be heard in person or by counsel with a time limit of five minutes per speaker, consistent with the City’s current rules.

A copy of the Master Development Agreement and the proposed Fourth Amendment will be available on and after Friday, March 15, 2024 and may be reviewed in the office of the City Clerk during normal business hours or may be obtained by contacting the City Clerk via email at [jpaul@northaugustasc.gov](mailto:jpaul@northaugustasc.gov).

CITY OF NORTH AUGUSTA, SOUTH CAROLINA

RESOLUTION NO. 2024-14

A RESOLUTION AUTHORIZING THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA TO ENTER INTO A FIRST AMENDMENT TO PARKING OPERATING AGREEMENT AMONG ACKERMAN GREENSTONE NORTH AUGUSTA, LLC, THE NORTH AUGUSTA PUBLIC FACILITIES CORPORATION, AND THE CITY AND OTHER MATTERS RELATED THERETO

WHEREAS, the City of North Augusta, South Carolina (the “**City**”), Greenstone Hammond’s Ferry, LLC, a South Carolina limited liability company (the “**Master Developer**”), Ackerman Greenstone North Augusta, LLC (the “**Hotel Developer**”), and GreenJackets Baseball LLC entered into that certain Master Development Agreement dated March 15, 2017 (as the same has been and may be amended from time to time, the “**Master Development Agreement**”); and

WHEREAS, under the Master Development Agreement, the City designated the Master Developer as master developer for a mixed-use project in North Augusta, South Carolina now known as “**Riverside Village**”; and

WHEREAS, in connection with the execution of the Master Development Agreement, the City and the Master Developer entered into a Master Parking Facilities Operating and Easement Agreement dated April 25, 2017 (the “**Original Master Parking Agreement**”), which was joined by North Augusta Public Facilities Corporation (the “**Corporation**”) and the Hotel Developer, pursuant to separate Joinder Agreements (as defined in the Original Master Parking Agreement), to set forth certain rights by which parties have access to parking spaces in the respective Parking Facilities (as defined in the Original Master Parking Agreement) owned, in whole or in part, by Master Developer (or a Greenstone Entity (as defined in the Original Master Parking Agreement)) and/or the City and the Corporation, certain rights which Master Developer and the City retained with respect to and in connection with such Parking Facilities, and certain responsibilities and duties they each have with respect to said Parking Facilities; and

WHEREAS, the City, the Corporation and the Hotel Developer entered into that certain Parking Operating Agreement dated as of December 1, 2017 (the “**Parking Operating Agreement**”) regarding the use, operation, care, and maintenance of the Hotel Deck (as defined in the Master Development Agreement);

WHEREAS, in the approximately seven years since the Original Master Parking Agreement and Parking Operating Agreement were entered into by the respective parties thereto, due to changes in market conditions, the current interest rate environment and the effects of the COVID-19 pandemic, among other things, the original concepts for the development of Riverside Village have changed in certain instances and the Master Developer and its joint venture partner, South City Partners, together with the City, have submitted an application through the City’s Planning Commission for approval by the Planning Commission and the approval by ordinance of the City Council of the City of certain revisions to the Revised General Development Plan for Hammond’s Ferry Planned Development, specifically with respect to Phase B thereof to allow for completion of the Riverside Village portion of the Hammond’s Ferry Planned Development (the “**Phase B Revisions**”); and

WHEREAS, in connection with the application for the Phase B Revisions, the parties have proposed to enter into a Fourth Amendment to Master Development Agreement (the “**Fourth Amendment**”) amending the Master Development Agreement to further extend the term of the Master Development Agreement and update and amend the Master Development Agreement with respect to Phase B of Riverside Village relating specifically to the Phase B Revisions and the completion of the development of Riverside Village.

WHEREAS, in conjunction with the approval of the Phase B Revisions and the execution of the Fourth Amendment, the City and the Master Developer propose to enter into an Amended and Restated Master Parking Facilities Operating and Easement Agreement (the “**Amended and Restated Master Parking Agreement**”) regarding the use, operation, care and maintenance of the Parking Facilities and other parking facilities and spaces in Riverside Village in order to amend and restate the Original Master Parking Agreement and update the overall parking arrangements for Riverside Village; and

WHEREAS, the City has determined that it would be necessary and in the best interests of the City for the Corporation to join in the Amended and Restated Master Parking Agreement by entering into an Amended and Restated Master Parking Facilities Operating and Easement Agreement Joinder, by and among Master Developer, the City and the Corporation (the “**Amended and Restated Corporation Parking Joinder**”), to allow the Corporation to be subject to and receive the benefits of the Amended and Restated Master Parking Agreement; and

WHEREAS, the City has determined that it would be necessary and in the best interests of the City for the Hotel Developer to join in the Amended and Restated Master Parking Agreement by entering into an Amended and Restated Master Parking Facilities Operating and Easement Agreement Joinder, by and among Master Developer, the City, the Corporation and the Hotel Developer (the “**Amended and Restated Hotel Developer Parking Joinder**” and, together with the Amended and Restated Corporation Parking Joinder, the “**Joinders**”), to allow the Hotel Developer to be subject to and receive the benefits of the Amended and Restated Master Parking Agreement; and

WHEREAS, the City Council has approved the Amended and Restated Master Parking Agreement, the Amended and Restated NAPFC Parking Joinder and the Amended and Restated Hotel Developer Parking Joinder, each substantially in the forms attached to and incorporated by reference in Resolution 2024-11 adopted by the City Council on March 18, 2024; and

WHEREAS, in connection with the execution and delivery of the Amended and Restated Master Parking Agreement and the related Joinder Agreements, the City, the Corporation and the Hotel Developer desire to amend the Parking Operating Agreement to cause it to be consistent with the terms of the Amended and Restated Master Parking Agreement and to provide further detail regarding the parking arrangements with respect to the Hotel Deck, all pursuant to a First Amendment to Parking Operating Agreement among the Hotel Developer, the Corporation, and the City (the “**First Amendment to Parking Operating Agreement**”);

WHEREAS, the City Council has received and reviewed the First Amendment to Parking Operating Agreement, which is attached hereto, marked Exhibit A and incorporated by reference; and

WHEREAS, pursuant to the requirements of the Master Development Agreement, the Mayor and the City Administrator have reviewed the First Amendment to Parking Operating Agreement specifically in relation to terms contained within the Master Development Agreement, including Exhibit F thereto, as amended, and have determined that any deviations, if any, from details and material terms as set forth in the Master Development Agreement, including Exhibit F thereto, are satisfactory and they recommend the approval of any such deviations; and

WHEREAS, the City has determined that the First Amendment to Parking Operating Agreement will continue to allow the City to fulfill obligations under the terms of the Parking Operating Agreement, the Master Development Agreement, the Amended and Restated Master Parking Agreement, and the Joinders, and that it is in the best interest of the City to enter into the First Amendment to Parking Operating Agreement.

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

1. The City approves the First Amendment to Parking Operating Agreement.
2. The Parking Operating Agreement, as amended by the First Amendment to Parking Operating Agreement, is a “Parking Deck Agreement” as that term is defined in the Master Development Agreement and, except as specifically provided therein, is consistent with the details and material terms set forth in Exhibit F attached to the Master Development Agreement, as amended, but it is specifically acknowledged and confirmed by this resolution that any deviations from such details and material terms have been reviewed and approved by the Mayor and the City Administrator.
3. The City Administrator and Mayor are each hereby authorized, individually or collectively, to (a) make such modifications to the First Amendment to Parking Operating Agreement as either or both of them shall deem necessary or prudent, so long as the substance of such document remains consistent with the form presented at this meeting, and (b) execute the First Amendment to Parking Operating Agreement on behalf of the City.
4. The City Administrator and Mayor are each hereby authorized, individually or collectively, to approve, execute and deliver (or cause to be duly executed and delivered) such further documents, agreements or instruments and do or cause to be done such further acts as either or both of them may deem, upon the advice of counsel, to be reasonably necessary or proper to carry out more effectively the provisions and purposes of this resolution and the First Amendment to Parking Operating Agreement.

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

\_\_\_\_\_  
Briton Williams, Mayor

ATTEST:

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

Exhibit A

Copy of First Amendment to Parking Operating Agreement

(See attached)

**FIRST AMENDMENT TO PARKING OPERATING AGREEMENT**

**THIS FIRST AMENDMENT TO PARKING OPERATING AGREEMENT** (“First Amendment”) is made and entered into as of the \_\_\_ day of April, 2024, by and between **ACKERMAN GREENSTONE NORTH AUGUSTA, LLC**, a Georgia limited liability company (the “Hotel Developer”), the **CITY OF NORTH AUGUSTA, SOUTH CAROLINA** (the “City”) and **NORTH AUGUSTA PUBLIC FACILITIES CORPORATION**, a South Carolina non-profit corporation (the “Corporation”).

**Recitals**

WHEREAS, the City and the Corporation own certain structured parking facilities known as the “Hotel Deck” as defined in that certain Master Development Agreement by and among the City, GreenJackets Baseball LLC, a Georgia limited liability company, Greenstone Hammonds Ferry, LLC, a South Carolina limited liability company (the “Master Developer”) and the Hotel Developer, dated March 15, 2017 (the “Master Development Agreement”), as the same has been and may be amended from time to time;

WHEREAS, the City and the Master Developer entered into that certain Master Parking Facilities Operating and Easement Agreement dated as of April 25, 2017 governing the use, operation, care and maintenance of the Parking Facilities and other parking facilities and spaces in Riverside Village as defined therein (the “Original Master Parking Agreement”), which was joined by the Corporation and the Hotel Developer pursuant to separate Joinder Agreements (as defined in the Original Master Parking Agreement);

WHEREAS, the City, the Corporation and the Hotel Developer entered into that certain Parking Operating Agreement dated as of December 1, 2017 (the “Parking Operating Agreement”) regarding the use, operation, care, and maintenance of the Hotel Deck (located on the parcel of real property described on Exhibit “B” attached to this First Amendment;

WHEREAS, on or about December 1, 2017, the City conveyed to Hotel Developer the real property described on Exhibit “A” attached to this First Amendment and defined in the Parking Operating Agreement as the “Hotel Parcel”, upon which Hotel Developer constructed the Hotel (as defined in the Master Development Agreement) and the City and the Corporation constructed the Conference Facilities (as defined in the Master Development Agreement);

WHEREAS, in conjunction with the approval of certain revisions to the General Development Plan and the Master Plan (each as defined in the Master Development Agreement), the Master Developer and the City have entered into an Amended and Restated Master Parking Facilities Operating and Easement Agreement (the “Amended and Restated Master Parking Agreement”) amending and restating the Original Master Parking Agreement in its entirety, and the City, the Corporation, the Master Developer and the Hotel Developer, as applicable, have entered into amended and restated Joinder Agreements (as defined in the Amended and Restated Master Parking Agreement) pursuant to which the Corporation and the Hotel Developer, respectively, become subject to, and entitled to the benefit of, the Amended and Restated Master Parking Agreement;



WHEREAS, in connection with the execution and delivery of the Amended and Restated Master Parking Agreement and the related Joinder Agreements, the City, the Corporation and the Hotel Developer desire to amend the Parking Operating Agreement to cause it to be consistent with the terms of the Amended and Restated Master Parking Agreement.

### **Statement of Agreement**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Hotel Developer, the City and the Corporation hereby agree as follows:

1. **Defined Terms.** Except as otherwise defined herein, each capitalized term used herein shall have the definition given to such term in the Parking Operating Agreement

2. **Amendments.**

(a) All references to the “Master Parking Agreement” in the Parking Operating Agreement shall be understood to be references to the Amended and Restated Master Parking Agreement as defined in the Recitals to this First Amendment. In addition, the definitions of “Dedicated Parking Spaces” and “Hotel Deck” set forth in Section 1 of the Parking Operating Agreement are hereby deleted in their entirety and replaced with the following:

“**Dedicated Parking Spaces**” means 260 parking spaces for the Hotel/Convention Center (subject to Section 4 of this Agreement), all located in the Hotel Deck.

“**Hotel Deck**” shall mean that certain parking deck, which contains 451 parking spaces, more or less, to be located on the parcel described on Exhibit “B”.

(b) Section 3.3 of the Parking Operating Agreement is hereby deleted in its entirety and replaced with the following:

**3.3 Payment to City.** With respect to fees collected by Hotel Developer for parking spaces in the Hotel Deck (exclusive of any fees paid directly to the City), Hotel Developer shall account for such fees in the monthly statement provided under Section 5 of this Agreement and the City shall be paid:

(a) 40% of the revenue generated from the 260 Dedicated Parking Spaces in the Hotel Deck allocated to the Hotel Parcel (subject to subsection (c) below);

(b) 100% of the revenue generated and collected by Hotel Developer from the other parking spaces in the Hotel Deck; and

(c) 100% of the revenue generated from Dedicated Parking Spaces released pursuant to Section 4.

(c) Section 3.8 of the Parking Operating Agreement is hereby deleted in its entirety and replaced with the following:

**3.8 Management Fee.** The City shall pay Hotel Developer a management fee equal to four percent (4%) of the gross revenues generated from the operation of the Hotel

Deck for the services set forth in this Agreement. Except as provided in the last sentence of this Section 3.8, Hotel Developer shall be entitled to retain such management fee from payments to the City under Section 3.3 of this Agreement. Monthly fees due and payable to the City by the owner of Parcel K or residents of Parcel K, as applicable, in Riverside Village (as defined in the Amended and Restated Master Parking Agreement) for the use of certain Dedicated Parking Spaces in the Hotel Deck (the "Parcel K Parking Fees") shall be paid in full (without setoff or deduction for the 4% management fee) directly to the City by such Parcel K owner or residents, as applicable, and the City shall be obligated to pay to the Hotel Developer an amount equal to 4% of Parcel K Parking Fees received by the City.

(e) **Section 4** of the Parking Operating Agreement is hereby deleted in its entirety and replaced with the following:

**4. Use of Dedicated Parking Spaces.** Hotel Developer and the City acknowledge that the residents of Parcel K hold certain rights to the use of up to 60 parking spaces in the Hotel Deck (the "Non-Reserved Spaces") on those nights or weekends when the Hotel does not have a Hotel Event (as defined below) scheduled and there is no GreenJackets Event or City Event (each as defined below) at the Stadium. Notwithstanding the foregoing, the Hotel Developer shall have a first priority right to utilize up to 100 parking spaces located in the Hotel Deck for any Hotel Event scheduled. In addition, if there is no Hotel Event scheduled, if there is a City Event or a GreenJackets Event scheduled at the Stadium, the Hotel Developer will release the 100 Dedicated Parking Spaces for use in connection with the City Event or GreenJackets Event at the Stadium, or, if there is a Hotel Event scheduled, to the extent the Hotel Event does not require the use of all 100 Dedicated Parking Spaces, Hotel Developer will release, or will cause the owner or manager of the hotel portion of the Hotel/Convention Center to release, the number of excess parking spaces not needed for the Hotel Event for use in connection with the City Event or GreenJackets Event at the Stadium. In the event of either a Hotel Event, City Event, or GreenJackets Event, the residents of Parcel K otherwise entitled to use the Non-Reserved Spaces shall vacate or forgo their right to utilize such Non-Reserved Spaces for the duration of the Hotel Event, City Event, or GreenJackets Event, as applicable. The owner or manager of the hotel portion of the Hotel/Convention Center shall provide the Hotel Developer, the City and the Stadium Deck Owner (as defined in the Amended and Restated Master Parking Agreement) advance written notice of any Hotel Event not more than one week but not less than three days prior to such Hotel Event, which notice shall include an estimate of the maximum number of parking spaces (up to 100) needed for the Hotel Event. The City shall provide the Hotel Developer and the Stadium Deck Owner with advance written notice not less than one week nor more than three days prior to a "City Event" at the Stadium, which notice shall include an estimate of the maximum number of parking spaces (up to 100) needed for the City Event. When the City provides the Hotel Developer and the Stadium Deck Owner notice of a City Event, or the owner or manager of the hotel portion of the Hotel/Convention Center has provided the Hotel Developer, the City and the Stadium Deck Owner notice of a Hotel Event, or the City, Hotel Developer or Stadium Deck Owner have been provided notice or have knowledge of a GreenJackets Event, the Hotel Developer shall provide to the Parcel K owner or manager advance notice of the Hotel Event, the City Event, or the GreenJackets Event, as applicable,

not more than three or less than two days in advance of such event, and such owner or manager of Parcel K shall give notice to residents of Parcel K and advise such residents that they are prohibited from using the Non-Reserved Spaces during the Hotel Event, City Event, or GreenJackets Event, as applicable. The City shall be entitled to 100% of the revenue generated from Dedicated Parking Spaces released by Hotel Developer or owner or manager of the hotel portion of the Hotel/Convention Center pursuant to this Section 4. For purposes of this Section 4, (i) a "City Event" shall mean any event, activity or program held at the Stadium that is not a GreenJackets Event and that requires the use of all or a portion of the 100 Dedicated Parking Spaces; (ii) a "GreenJackets Event" shall mean (a) a GreenJackets baseball game, (b) a GreenJackets event (or other event managed by the GreenJackets) or (c) other activity that is otherwise related to the administration or operation of GreenJacket's regular business at the Stadium, in each case that requires the use of all or a portion of the 100 Dedicated Parking Spaces; and (iii) a "Hotel Event" shall mean a convention, conference, wedding or other group function at the Hotel/Convention Center that requires the use of all or a portion of the 100 Dedicated Parking Spaces.

(d) Section 7 of the Parking Operating Agreement is hereby amended to add the address of the owner of the Stadium Deck as follows:

If to the Stadium Deck Owner:           Riverside Village B Owner, LLC  
  c/o Greenstone Enterprises, Inc.  
  3301 Windy Ridge Parkway, Suite 320  
  Atlanta, GA 30339  
  Attn: Christian B. Schoen

(e) Exhibit "C" to the Parking Operating Agreement is hereby deleted in its entirety.

(f) Exhibit "D" to the Parking Operating Agreement is hereby deleted in its entirety and replaced with Exhibit "D" attached to this First Amendment.

**3. Governing Law.** The internal laws of the State of South Carolina shall govern as to the interpretation, validity, and effect of this First Amendment, without regard to such state's conflict of law principles.

**4. Jurisdiction.** The Parties submit to jurisdiction in the State of South Carolina and agree that any judicial proceeding brought by or against a Party with respect to this First Amendment shall be brought in any state or federal court located in Aiken County, South Carolina, which shall have exclusive jurisdiction of controversies arising under this First Amendment.

**5. Severability.** If any provision of this First Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this First Amendment, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the Parties' essential objectives as expressed herein.

6. **Entirety of Agreement.** This First Amendment, together with the Parking Operating Agreement and the Amended and Restated Master Parking Agreement, embodies the entire agreement and understanding of the Parties with respect to the use, management, and operation of the Hotel Deck, and supersede all prior agreements, correspondence, arrangements, and understandings relating thereto. This First Amendment may be amended or modified only by a written instrument signed by the City, the Corporation and Hotel Developer. Except as amended hereby, the terms and provisions of the Parking Operating Agreement shall remain in full force and effect.

7. **Successors and Assigns.** This First Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors, successors in title and assigns.

8. **Captions.** The captions in this First Amendment are included for purposes of convenience only and shall not be considered a part of this First Amendment or used in construing or interpreting any provision hereof.

9. **Exhibits.** All exhibits to this First Amendment are incorporated herein by reference and made a part hereof, to the same extent as if set out in full herein.

10. **Construction.** No provisions of this First Amendment shall be construed against a Party by reason of such Party having drafted such provisions.

11. **Multiple Counterparts.** This First Amendment may be executed in multiple counterparts, each of which shall constitute an original document.

12. **Third Party Beneficiaries.** This First Amendment may be enforced only by the Parties, their successors, successors in title and assigns. Except as set forth in the immediately preceding sentence, there shall be no third-party beneficiaries of this First Amendment.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first set forth above.

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

By: Ackerman Greenstone North Augusta Mezz,  
LLC, a Georgia limited liability company  
Its: Manager

By: \_\_\_\_\_  
Kris Miller, Manager

**CITY OF NORTH AUGUSTA, SOUTH  
CAROLINA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NORTH AUGUSTA PUBLIC FACILITIES  
CORPORATION**, a South Carolina non-profit  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT "A"

Hotel Parcel

All that tract or parcel of land lying and being situate in the City of North Augusta, Aiken County, South Carolina and being more particularly described as follows:

Commencing at a #5 rebar found at the intersection of the southern right of way (r/w) of Railroad Avenue (66' r/w) and the eastern r/w of Esplanade Avenue (50' r/w), said point being the POINT OF BEGINNING;

Thence along the southern r/w of Railroad Avenue South 69 degrees 52 minutes 06 seconds East for a distance of 307.88 feet to a #5 rebar found; thence South 20 degrees 07 minutes 54 seconds West for a distance of 231.97 feet to a #5 rebar found on the northern r/w of Brissie Drive (unopened); thence along the northern r/w of Brissie Drive (62' nominal r/w) North 69 degrees 51 minutes 36 seconds West for a distance of 307.88 feet to a #5 rebar found on the eastern r/w of Esplanade Avenue; thence along the eastern r/w of Esplanade Avenue North 20 degrees 07 minutes 54 seconds East for a distance of 231.93 feet to a #5 rebar found on the southern r/w of Railroad Avenue, said point being the POINT OF BEGINNING,

Containing 1.64 Acres and is more fully shown on a plat prepared for Ackerman Greenstone North Augusta, LLC by Cranston Engineering Group, P.C. dated June 6, 2017, last revised 11/08/2017.

EXHIBIT "B"

Hotel Deck Parcel

All that piece, parcel or tract of land, together with all improvements thereon, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina and designated as Parcel E & E2 and containing a combined total of 1.41 acres as shown on that certain Re-subdivision Plat of Parcels B, C, E & K of Ballpark Village at Hammond's Ferry, now known as Riverside Village, prepared for Greenstone Hammond's Ferry, LLC by John M. Bailey, S.C. PLS No. 7399, of John M. Bailey & Associates, P.C., bearing Project No. 15039, dated August 11, 2017, and last revised September 14, 2017, and recorded in the Aiken County Register of Deeds Office on September 21, 2017, in Plat Book 60, Page 178; said plat is incorporated herein by reference thereto, and made part and parcel hereof, and should be referred to for a more complete and accurate description as to the location, metes, bounds and courses of said Parcel E & E2.

EXHIBIT "D"

**PUBLIC PARKING RATE TERMS**

**HOTEL DECK**

Standard Parking Rates for City-Owned Parking Spaces

Hourly –1<sup>st</sup> 2 hours free\*; 3<sup>rd</sup> hour is \$2 + \$1/hour; max \$10/day, subject to adjustment as provided in the Amended and Restated Master Parking Agreement

Monthly - \$30/month for residents of the Residential Parcels; provided that the monthly rate for residents assigned Dedicated Parking Spaces in the Hotel Deck is subject to increase pursuant to the terms of Section 5.5 of the Amended and Restated Master Parking Agreement

*\*2 Hour Vendor Validation may be available with respect to certain retail and restaurant vendors; provided that such vendors will not be separately charged in connection with validation of customer parking*

Retail/Restaurant Guests

- a. 2 hours free with vendor validation; Standard Daily Rate charges otherwise apply.
- b. Restaurant Valet (non-Event times) \$2/space.

Retail/Restaurant Staff

Standard Daily Rates; monthly spaces available.

Hotel Guests (Hotel Deck)

160 spaces. \$10/day with in/out privileges; 40% to City

Conference (Hotel Deck)

100 spaces, except when released during Stadium events at Standard Daily Rate (\$10); 40% to City. When released during Stadium events; Standard Daily Rate (\$10); 100% to City.



RESOLUTION NO. 2024-15

A RESOLUTION TO DESIGNATE A HEARING OFFICER TO HEAR APPEALS  
RELATED TO THE ISSUANCE, DENIAL OR SUSPENSION OF A BUSINESS LICENSE  
BY THE LICENSE OFFICIAL FOR THE CITY. SUCH APPEALS WOULD BE RELATED  
TO SECTION 15-16 MUNICIPAL CODE FOR THE CITY OF NORTH AUGUSTA

WHEREAS, North Augusta City Code Section requires that the Council of the City of North Augusta or its designee hear appeal of matters related to business licenses; and

WHEREAS, North Augusta City Code Section allows the Council of the City of North Augusta to appoint a designee to hear such appeals; and

WHEREAS, the Council of the City of North Augusta desires to appoint a designee to hear any appeals that may be filed within the next sixty (60) days contesting the denial, revocation or suspension of a business license; and

WHEREAS, the Council of the City of North Augusta desires to designate Morris Rudnick, Esquire as the hearing officer for any appeals that would be filed within the next ninety (90) days; and

WHEREAS, the Council of the City of North Augusta believes that by appointing a designee, that any such appeals would be able to be handled in a timely and efficient manner.

NOW THEREFORE, be it resolved by the Mayor and City Council of the City of North Augusta, South Carolina, that:

1. Pursuant to City Code Section 15-16. That Morris Rudnick, Esquire be, and hereby is designated to hear any business license appeals related to denial, suspension or revocation of business licenses that would be filed from the effective date of this Resolution until the 1<sup>st</sup> day of July 2024.
2. This Resolution and appointment shall become effective upon adoption by the Mayor and City Council of the City of North Augusta.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS \_\_\_\_\_ DAY OF APRIL, 2024, AT WHICH A QUORUM WAS PRESENT AND VOTING.

\_\_\_\_\_  
Briton Williams, Mayor

ATTEST:

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