



REGULAR AGENDA

OF

OCTOBER 2, 2017



CITY OF NORTH AUGUSTA

AGENDA: REGULAR CITY COUNCIL MEETING

October 2, 2017 – Municipal Center – 100 Georgia Avenue, 3rd Floor – 7:00 P.M.

CITIZEN COMMENTS: Citizens may speak to Mayor and City Council on each item listed on this agenda. Mayor Pettit will call for your comments prior to City Council discussing the matter. Citizens wishing to address Mayor and City Council are required to submit a Speaker Form to the City Clerk before addressing Mayor and City Council. Forms are provided on the credenza at the entrance to the Council Chambers. Citizen comments are limited to five minutes.

CITIZEN ASSISTANCE: Individuals needing special assistance or sign interpreter to participate in the meeting, please notify the Administration Department 48 hours prior to the meeting.

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **APPROVAL OF MINUTES:** Regular and study session meeting minutes of September 18, 2017

UNFINISHED BUSINESS

5. **CITY CODE:** Ordinance No. 2017-11 – An Ordinance Amending Section 4.1 Consumption in Public of the Code of Laws for the City of North Augusta – Ordinance, Third and Final Reading
6. **STREETS AND DRAINS:** Ordinance No. 2017-12 – Abandoning a Platted, but Unopened, Unimproved Right-of-Way Located North of Five Notch Road and West of Georgia Avenue in the City of North Augusta – Ordinance, Third and Final Reading
7. **STREETS AND DRAINS:** Ordinance No. 2017-13 – Abandoning a Platted, but Unimproved Right-of-Way Shown on a Plat of the Mealing Estate Dated December, 1941 in the City of North Augusta – Ordinance, Third and Final Reading

NEW BUSINESS

8. **FINANCE:** Ordinance No. 2017-14 – An Ordinance Authorizing the City of North Augusta to Grant a Nonexclusive Franchise Agreement to Aiken Electric Cooperative, Inc., Its Successors and Assigns, for the Provision of Electric Services within the City
 - A. Ordinance 2017-14, First Reading
 - B. Ordinance 2017-14, Second Reading
9. **FINANCE:** Ordinance No. 2017-15 – An Ordinance Authorizing the City of North Augusta to Grant a Nonexclusive Franchise Agreement to South Carolina Electric and Gas Company, Its Successors and Assigns, for the Provision of Electric and Gas Services within the City
 - A. Ordinance 2017-15, First Reading
 - B. Ordinance 2017-15, Second Reading
10. **PERMIT:** Resolution No. 2017-40 – To Authorize the Issuing of a Parade Permit to Ginny Woodhams to Conduct an A21 Walk for Freedom Walk on Georgia Avenue on October 14, 2017
11. **STREETS AND DRAINS:** Resolution No. 2017-41 – Accepting a Deed Of Dedication for the Water Distribution System, Fire Suppression, Sanitary Sewer, and Associated Easements and Rights Of Way, Along With a Maintenance Guarantee and Letter of Credit for Infrastructure Improvements, for Sweetwater Commons, Phases 1 & 2
12. **PRESENTATIONS/COMMUNICATIONS/RECOGNITION OF VISITORS:**
 - A. **Citizen Comments:** At this time, citizens may speak to Mayor and City Council regarding matters not listed on the agenda. **Citizens wishing to address Mayor and City Council are required to submit a Speaker Form to the City Clerk before addressing Mayor and City Council.** Forms are provided on the credenza at the entrance to the Council Chambers. Citizen comments are limited to five minutes.
 - B. **Council Comments**
13. **ADJOURNMENT:**

Interoffice Memorandum



TO: Mayor and City Council
FROM: B. Todd Glover, City Administrator
DATE: September 29, 2017
SUBJECT: Regular City Council Meeting of October 2, 2017

REGULAR COUNCIL MEETING

ITEM 5. CITY CODE: Ordinance No. 2017-11 – An Ordinance Amending Section 4.1 Consumption in Public of the Code of Laws for the City of North Augusta – Ordinance, Third and Final Reading

An ordinance has been prepared for Council's consideration on third and final reading amending Section 4.1 Consumption in Public of the Code of Laws for the City of North Augusta.

Please see the minutes of September 18, 2017 for a copy of the proposed ordinance.

ITEM 6. STREETS AND DRAINS: Ordinance No. 2017-12 – Abandoning a Platted, but Unopened, Unimproved Right-of-Way Located North of Five Notch Road and West of Georgia Avenue in the City of North Augusta – Ordinance, Third and Final Reading

An ordinance has been prepared for Council's consideration on third and final reading to abandon a platted, but unopened, unimproved right-of-way located North of Five Notch Road and West of Georgia Avenue in the City of North Augusta.

Please see the minutes of September 18, 2017 for a copy of the proposed ordinance.

ITEM 7. STREETS AND DRAINS: **Ordinance No. 2017-13 – Abandoning a Platted, but Unimproved Right-of-Way Shown on a Plat of the Mealing Estate Dated December, 1941 in the City of North Augusta- Ordinance, Third and Final Reading**

An ordinance has been prepared for Council’s consideration on third and final reading to abandon a platted, but unimproved right-of-way shown on a plat of the Mealing Estate dated December, 1941 in the City of North Augusta.

Please see the minutes of September 18, 2017 for a copy of the proposed ordinance.

ITEM 8. FINANCE: **Ordinance No. 2017-14 – An Ordinance Authorizing the City of North Augusta to Grant a Nonexclusive Franchise Agreement to Aiken Electric Cooperative, Inc., Its Successors and Assigns, for the Provision of Electric Services within the City**

A. **Ordinance 2017-14, First Reading**

An ordinance has been prepared for Council’s consideration on first reading authorizing the City of North Augusta to grant a nonexclusive franchise agreement to Aiken Electric Cooperative, Inc., its successors and assigns, for the provision of electric services within the City.

Please see **ATTACHMENT NO. 8-A** for a copy of the proposed ordinance.

B. **Ordinance 2017-14, Second Reading**

Pending Council’s passage of the ordinance on first reading, it is submitted for Council’s consideration on second reading.

ITEM 9. FINANCE: **Ordinance No. 2017-15 – An Ordinance Authorizing the City of North Augusta to Grant a Nonexclusive Franchise Agreement to South Carolina Electric and Gas Company, Its Successors and Assigns, for the Provision of Electric and Gas Services within the City**

A. **Ordinance 2017-15, First Reading**

An ordinance has been prepared for Council’s consideration on first reading authorizing the City of North Augusta to grant a

October 2, 2017

nonexclusive franchise agreement to South Carolina Electric and Gas Company, its successors and assigns, for the provision of electric and gas services within the City.

Please see **ATTACHMENT NO. 9-A** for a copy of the proposed ordinance.

B. Ordinance 2017-15, Second Reading

Pending Council's passage of the ordinance on first reading, it is submitted for Council's consideration on second reading.

ITEM 10. PERMIT: Resolution No. 2017-40 – To Authorize the Issuing of a Parade Permit to Ginny Woodhams to Conduct an A21 Walk for Freedom Walk on Georgia Avenue on October 14, 2017

A resolution has been prepared for Council's consideration to authorize the issuing of a Parade Permit to Ginny Woodhams to conduct an A21 Walk for Freedom Walk on Georgia Avenue on October 14, 2017.

Please see **ATTACHMENT NO. 10** for a copy of the proposed resolution.

ITEM 11. STREETS AND DRAINS: Resolution No. 2017-41 – Accepting A Deed Of Dedication for the Water Distribution System, Fire Suppression, Sanitary Sewer, and Associated Easements And Rights of Way, Along With a Maintenance Guarantee and Letter Of Credit for Infrastructure Improvements, for Sweetwater Commons, Phases 1 & 2 Way

A resolution has been prepared for Council's consideration accepting a Deed of Dedication for the water distribution system, fire suppression, sanitary sewer, and associated easements and rights of way, along with a Maintenance Guarantee and Letter Of Credit for infrastructure improvements, for Sweetwater Commons, Phases 1 & 2.

Please see **ATTACHMENT NO. 11** for a copy of the proposed resolution and supporting documentation

ATTACHMENT 8-A

ORDINANCE NO. 2017-14
AN ORDINANCE AUTHORIZING THE CITY OF NORTH AUGUSTA TO GRANT A
NONEXCLUSIVE FRANCHISE AGREEMENT TO AIKEN ELECTRIC
COOPERATIVE, INC., ITS SUCCESSORS AND ASSIGNS, FOR THE PROVISION OF
ELECTRIC SERVICES WITHIN THE CITY

WHEREAS, Aiken Electric Cooperative, Inc. has requested that the City grant to said company a new franchise agreement related to said company's use of the streets and public places of the municipality to construct, install, maintain, and operate its facilities; and

WHEREAS, the existing franchise for electric services is scheduled to terminate in 2020; and

WHEREAS, Aiken Electric Cooperative, Inc. and South Carolina Electric and Gas Company have recently entered into an agreement related to service areas within the City and have requested that the City grant new franchises to both companies at this time; and

WHEREAS, the Mayor and City Council have considered this request and determined that such request is proper and in the interest of the citizens.

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:

1. The City grant to Aiken Electric Cooperative, Inc. a nonexclusive franchise as specified in the Franchise Agreement attached hereto, marked as "Exhibit A", and incorporated by reference.
2. All other ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.
3. This Ordinance shall become effective immediately upon its adoption on third and final reading.
4. The City Administrator is authorized to execute any documents necessary to complete the granting of this franchise agreement.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF OCTOBER, 2017.

FIRST READING: _____

SECOND READING: _____

THIRD READING: _____

ROBERT A. PETTIT, MAYOR

ATTEST:

DONNA B. YOUNG, CITY CLERK

EXHIBIT A

FRANCHISE AGREEMENT FOR PROVISION OF ELECTRIC SERVICES BY AIKEN ELECTRIC COOPERATIVE, INC.

This non-exclusive franchise agreement is between the City of North Augusta, South Carolina, hereinafter referred to as "the City," and Aiken Electric Cooperative, Inc., hereinafter referred to as "the Company," and collectively referred to as "the Parties." This non-exclusive franchise agreement allows the Company the use of portions of public rights-of-way for the purpose of providing electric services to customers within certain areas of the City and outlines the conditions for doing so.

This franchise agreement provides that the Company, or its successors, or assigns, shall have the right, power, and authority to erect, to install, to maintain, and to operate in, over, upon, and under the streets, alleys, and public places of the City electric lines, poles, wires, guys, push braces, transformers, and appurtenant facilities, together with any necessary right of access thereto, for the period of time set forth herein to render electric service to its customers in the City from those facilities; install communication lines if initially used solely for the purpose of electric utility operating controls should the Company desire to use the communication lines for purposes other than for the provision of electric controls, it shall first obtain from the City a business license, franchise agreement, or consent agreement, whichever is deemed appropriate; to set the amount of franchise fee to be paid by the Company to the City; to levy franchise fees on third parties selling electricity using the Company's electric distribution or transmission systems; and to allow for a fund and special franchise fee districts for non-standard services.

I. Basic Provisions:

- a. The Company shall have the right to construct and extend its electric distribution system to connect new services in the parcels shaded in green on Exhibit A and in newly annexed parcels which have been assigned to the Company by the Public Service Commission of South Carolina prior to the annexation. The Company shall supply standard electric service to the meters of customers at standard voltages under rates and general terms and conditions as authorized by law.
- b. The Company shall install underground electric distribution in all new commercial and residential subdivisions of the City, under terms and conditions customarily applicable to "aid to construction payments." The Company will include underground facilities on public rights-of-way to such projects so far as technically practical and economically feasible under terms and conditions customarily applicable to "aid to construction payments" as set forth by the South Carolina Public Service Commission.
- c. No street, alley, bridge, right-of-way, or other public place used by the Company shall be obstructed longer than necessary during its work of construction or repair, and will be restored to the same good order and condition as when said work was commenced. No part of any street, alley, bridge, right-of-way, or other public place of the City, including any public drain, sewer, catch basin, water pipe, pavement, or other public improvement, will be damaged. However, should any such damage occur due to the Company's failure to use due care, the Company will repair the same as promptly as possible. In default thereof, the City, upon prior written notice, may make such repairs and charge the reasonable cost thereof to and collect the same from the Company. The Company will save the City harmless from all liability or damage (including judgment, decrees, attorney's fees, and legal court costs) resulting from its failure to use due care in the exercise of the privileges herein granted or of its rights under this section.
- d. All work performed within the municipal limits by the Company or its contractors shall be in accordance with the National Electric Safety Code and the applicable rules and regulations. All contractors and subcontractors employed by the Company shall hold current North Augusta business licenses.

e. All work upon the streets and public places of the City shall be done under the general supervision of the Mayor and Council (and legally authorized staff) of the City.

II. Assignment of Electric Service Rights:

Upon approval of this Franchise Agreement and the franchise agreement between South Carolina Electric & Gas Company ("SCE&G") in accordance with the terms of the Agreement Concerning Electric Service Rights Between Aiken Electric Cooperative and South Carolina Electric & Gas Company, dated August 23, 2017 ("Electric Service Rights Agreement"), the Company shall have electric service rights to the parcels shaded in green on Exhibit A, and SCE&G shall have electric service rights to the parcels shaded in red on Exhibit A, provided, however, that:

a. The Company may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to SCE&G; and SCE&G may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to the Company. After any building or structure that is being served by SCE&G or the Company pursuant to the terms of this Paragraph II(a) is removed, torn down, razed to the ground, or demolished, the service rights designation in Exhibit A shall be the sole determining factor as to whether SCE&G or the Company has the right to provide electric service to any future replacement building or structure within that parcel.

b. Where any new building or structure is constructed so that part of the building or structure resides on a red parcel in Exhibit A and part of the building or structure resides on a green parcel of Exhibit A, the customer, in its sole discretion, may choose whether the Company or SCE&G provides electric service to such new building or structure.

c. Upon any future annexation by the City, the Company shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation, and SCE&G shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation.

d. If the City Council does not approve this Franchise Agreement and the franchise agreement with SCE&G pursuant to the terms of the Electric Service Rights Agreement, the Electric Service Rights Agreement shall be considered terminated, null, and void.

III. Street Lighting:

The Company shall be responsible for the provision of reliable street lighting service for the areas of the City within which it provides electric services as outlined below.

a. Materials furnished will be of standard quality and kind, and the lamps will be in conformity with the requirements of good street lighting practice.

b. The Company shall make additions to or changes in the type, style, and location of streetlights in accordance with written requests of the City.

- c. Where streetlights are desired by the City, lamp unit specifications and rates will be agreed upon by the parties.
- d. Upon receipt of notification that there is a defective standard lamp, the Company shall correct the defect within three (3) working days. Non-standard lamps shall be corrected as soon as reasonably possible.
- e. The City will have at all reasonable times access to all maps, records, and rates relating to the street lighting system of the City.
- f. The City shall be responsible for payments to the Company for standard street lighting in accordance with rates approved by the South Carolina Public Service Commission, and for non-standard street lighting payments as have been mutually agreed upon by the City and the Company.

IV. Franchise Fee:

- a. As payment for the right to use the public rights-of-way within the corporate limits of the City for the provision of electric services, the Company will pay to the City a franchise fee. The franchise fee shall be in an amount not to exceed five per-cent (5%) of the gross sales revenue accruing to the Company from all residential and commercial sales of energy within the City. Gross receipts shall include all revenues received by the Company resulting from its facilities located within the City, including, but not limited to, wheeling or transportation service.
- b. With approval of this agreement the franchise fee shall be set at five per-cent (5%). Any change in the franchise fee shall be by ordinance duly adopted by City Council. The City shall notify the Company ninety (90) days prior to the effective date of any franchise fee change.
- c. Franchise fees imposed by the City upon the Company on gross energy sales may be collected from customers of the Company within the corporate boundaries should the company desire to do so.
- d. Franchise fees, based upon the gross sales revenues accruing to the Company from all residential and commercial sales of electricity during the preceding calendar year and all wheeling or transportation services to such customers within the corporate limits and which have been collected from said customers during the preceding year, shall be due and payable by the Company no later than April 1 each year.
- e. The City's receipt of the franchise fee as provided herein will be in lieu of all other municipal fees and business licenses which are based on the gross sales of electricity or the Company's electric operations within the City. The company shall be responsible for payment of all ad valorem taxes or sales taxes, as may be provided for by state law. Any other products or businesses and other revenue accruing to the Company within the City shall be subject to further franchise agreements, consent agreements, or business licenses as may be appropriate.
- f. Upon the request of the City, the Company shall provide a listing of all customers included under the franchise fee, sorted alphabetically and by street address. The parties acknowledge and agree that this information shall only be used for the purpose of auditing the franchise fee. This information is proprietary to the Company and shall not be disclosed under the South Carolina Freedom of Information Act.
- g. The City shall notify the Company in writing of areas annexed into the City and provide pertinent maps and tax numbers so that newly annexed customers will be subject to franchise fees. Said notification shall be a precondition to franchise fee payments on those accounts. Franchise fees shall be applicable with the first customer billing following the Company's receipt of the above notifications.

h. Upon request of the City, the Company shall collect and transmit to the City franchise fees and/or business license fees on all electricity sold by third parties to customers within the City using the Company lines or facilities as may be required or permitted by state law. This fee is to be in all respects equivalent to the franchise fees established herein plus a proportional share of all other payments to the City.

V. Tree Trimming:

The intent of this section is to maintain the aesthetic qualities and tree canopy of the City. The City recognizes the need for the Company and/or its subcontractors to periodically trim, cut, prune, etc. trees and other vegetation within the rights-of-way upon which its facilities are located. It is also recognized that the health and aesthetics of trees is of paramount importance and contribute to the quality of life within the community

a. Prior to trimming, cutting, pruning, etc. of trees or other growth within the public rights-of-way of the City, the Company or its subcontractors shall meet with the official of the City responsible for maintaining the City's public rights-of-way. The City and the Company shall mutually agree upon the extent to which the trimming, cutting, pruning, etc. shall occur. If agreement as suggested is not reached, the City's decision shall govern.

b. Notwithstanding the requirements above, permission by the City shall not be unreasonably withheld. The City shall not prevent said work when to do so would cause the Company to be unable to provide reliable electrical service within the Aileen Cooperative System as required by this franchise agreement.

VI. Non-Standard Service Projects

There are times when it shall be in the best interest of the Company and the City to mutually agree to provide non-standard street lighting projects, or non-standard electrical service such as underground service not otherwise provided for in this agreement. Underground service to new residential and commercial customers is provided for elsewhere within this agreement and shall not be included within the definition of non-standard service.

There will be established a "non-standard service" program for the purpose of financing electrical projects that are outside the scope of this franchise agreement. This non-standard service program shall be utilized and funded as follows.

a. The City and the Company will match on a dollar for dollar basis the costs associated with providing non-standard services. The Company's maximum contribution to this non-standard service provision shall be an amount equal to one-half of one percent applied to the Company's annual gross revenue from electric service. This gross revenue shall be the same amount used to compute the city franchise fee payment for the previous 12 months. If the amount designated is not encumbered for specific non-standard service projects within any given year in which it is calculated, that amount shall be accrued and shall be available in ensuing years to match dollar for dollar the City's contribution to the costs of providing the non-standard service. The accumulated funds available for the Company's contribution to non-standard projects shall be calculated yearly on the anniversary of this agreement.

b. Special Franchise Fee District - For any non-standard service project, the City may designate by action of City Council a special "franchise fee district" within which non-standard service will be provided. A special franchise fee surcharge, not to exceed seven percent (7%), could be applied to customer accounts for electricity within the boundaries of the special franchise fee district. The franchise fee surcharge will be applied beginning with commencement of the project for a definite time, which shall not exceed ten (10) years. Proceeds shall be used to cover the City's costs associated with the non-standard services.

If the City or the Company has advanced the funds for non-standard service for which the franchise fee surcharge has been levied, the fee surcharge will be used to reimburse the City or the Company as appropriate, such reimbursement to be made on a monthly basis. The cost of borrowing funds to pay for the non-standard service will be included in the reimbursement. The Company's weighted average cost of capital as filed with the South Carolina Public Service Commission will apply to any amounts advanced by the Company.

c. The City will establish, in consultation with the Company, priorities for non-standard service projects. All non-standard service projects will conform to good utility practices as to reliability and safety.

d. The Company will be required to undertake non-standard service projects only to the extent that balances designated to the fund are reasonably projected to be adequate to cover the costs of the projects as they are incurred.

e. The amounts designated for the program will be used exclusively to defray the reasonable and necessary costs of planning, designing, permitting, and construction of the electric utility projects involving non-standard service.

f. Costs for non-standard service projects will be paid from amounts designated to the program as the costs are incurred.

g. The City will use its best efforts to acquire all necessary rights-of-way, transformer sites, or other use and access rights for non-standard projects. Within three (3) months of completion of an overhead to underground conversion project, the Company will remove overhead facilities and the City will require property owners to connect to underground facilities.

VII. Terms of Agreement:

a. This franchise shall become effective upon its adoption by ordinance of City Council and its acceptance in writing by the Company, which shall be on the same date that the Franchise Ordinance for SCE&G becomes effective. This franchise is granted for a period of thirty (30) years from the effective date. Upon acceptance by the Company in writing, this franchise supersedes and replaces all prior franchise ordinances concerning the parties.

b. The decision by the City of whether to renew this franchise shall be made by those elected officials then in office under such circumstances as may then apply.

c. This franchise is subject to the constitution and laws of the State of South Carolina. The rights hereunder accrue exclusively to the parties, their successors and assigns. It is the express intent of the parties that this agreement shall not create any rights in third parties.

d. This agreement shall become effective upon its adoption by ordinance of City Council and its acceptance in writing by the Company.

Dated this the _____ day of _____, 2017.

IN WITNESS WHEREOF, the City of North Augusta and Aiken Electric Cooperative, INC. have executed this Franchise Agreement as of the date and year first above written.

THE CITY

APPROVED:

CITY ATTORNEY

MAYOR
ATTEST:

CITY CLERK

THE COMPANY

APPROVED:

CORPORATE COUNSEL

CHIEF EXECUTIVE OFFICER
ATTEST:

SECRETARY

ATTACHMENT 9-A

ORDINANCE NO. 2017-15

AN ORDINANCE AUTHORIZING THE CITY OF NORTH AUGUSTA TO GRANT A NONEXCLUSIVE FRANCHISE AGREEMENT TO SOUTH CAROLINA ELECTRIC AND GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR THE PROVISION OF ELECTRIC AND GAS SERVICES WITHIN THE CITY

WHEREAS, South Carolina Electric and Gas Company has requested that the City grant to said company a new franchise agreement related to said company's use of the streets and public places of the municipality to construct, install, maintain, and operate its facilities; and

WHEREAS, the existing franchises for electric and gas are scheduled to terminate in 2020; and

WHEREAS, South Carolina Electric and Gas Company and Aiken Electric Cooperative, Inc. have recently entered into an agreement related to service areas within the City and have requested that the City grant new franchises to both companies at this time; and

WHEREAS, the Mayor and City Council have considered this request and determined that such request is proper and in the interest of the citizens.

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:

1. The City grant to South Carolina Electric and Gas Company a nonexclusive franchise as specified in the Franchise Agreement attached hereto, marked as "Exhibit A", and incorporated by reference.
2. All other ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.
3. This Ordinance shall become effective immediately upon its adoption on third and final reading.
4. The City Administrator is authorized to execute any documents necessary to complete the granting of this franchise agreement.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF OCTOBER, 2017.

FIRST READING: _____

SECOND READING: _____

THIRD READING: _____

ROBERT A. PETTIT, MAYOR

ATTEST: _____

DONNA B. YOUNG, CITY CLERK

EXHIBIT A

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN) ORDINANCE NO. _____
CITY OF NORTH AUGUSTA)

ORDINANCE ("FRANCHISE ORDINANCE" OR "AGREEMENT") TO GRANT TO SOUTH CAROLINA ELECTRIC & GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT, POWER AND AUTHORITY TO ERECT AND TO INSTALL, MAINTAIN, AND OPERATE ON, ALONG, ACROSS, IN, OVER, ABOVE, UPON AND UNDER THE STREETS, ALLEYS AND OTHER PUBLIC PLACES OF THE CITY: (1) ELECTRIC LINES, POLES, WIRES, GUYS, PUSH BRACES, TRANSFORMERS AND APPURTENANT FACILITIES; (2) GAS MAINS, PIPES AND SERVICES AND OTHER APPURTENANT FACILITIES; AND (3) COMMUNICATION LINES AND FACILITIES FOR ANY PURPOSE AND ANY USE BY THE COMPANY OR ANY DESIGNEE, TOGETHER WITH ANY NECESSARY RIGHT OF ACCESS THERETO, FOR SUCH PERIOD AS THE SAME IS NEEDED BY THE COMPANY TO RENDER SERVICE TO ITS CUSTOMERS IN THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA FROM THOSE FACILITIES; TO SET THE AMOUNT OF FRANCHISE FEE TO BE PAID BY SOUTH CAROLINA ELECTRIC & GAS COMPANY TO THE CITY; IF SO REQUIRED, TO LEVY FRANCHISE FEES ON THIRD PARTIES SELLING ELECTRICITY OR GAS USING SCE&G'S ELECTRIC OR GAS SYSTEMS; TO ALLOW FOR THE ESTABLISHMENT OF A FUND AND UNDERGROUND UTILITY DISTRICTS FOR ELECTRIC NON-STANDARD SERVICE; BE IT ORDAINED BY THE MAYOR AND COUNCIL OF NORTH AUGUSTA IN CITY COUNCIL ASSEMBLED:

Section 1

Wherever the word "Company" appears in this Franchise Ordinance, it is hereby to designate, and shall be held to refer to South Carolina Electric & Gas Company, a corporation duly authorized and doing business pursuant to the laws of the State of South Carolina, its successors and assigns.

Section 2

The non-exclusive right, power and authority is hereby granted and vested in the Company to erect and to install, maintain and operate on, along, across, in, over, above, upon and under the streets, alleys, bridges, rights-of-way and other public places of the City: (1) electric lines, poles, wires, guys, push braces, transformers and other appurtenant facilities; (2) gas mains, pipes and services and other appurtenant facilities; and (3) communication lines and facilities for

any purpose and any use by the Company or any designee, with any necessary right of access thereto; and to use those facilities to conduct an electric and/or gas business, and any other business or businesses which may be lawfully conducted using the permitted facilities. As required by federal law, the Company may allow pole attachments for cable systems or other telecommunications carriers. It is the responsibility of the cable systems or other telecommunication carriers to secure any necessary easements or permits for their attachments.

Section 3

Any street, alley, bridge, right-of-way or other public place used by the Company shall not be obstructed longer than necessary during its work of construction or repair, and shall be restored to the same good order and condition as when said work was commenced. No part of any street, alley, bridge, right-of-way, or other public place of the City, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be injured. However, should any such damage occur due to Company's failure to use due care, the Company shall repair the same as promptly as possible after notice from the City, and, in default thereof, the City may make such repairs and charge the reasonable cost thereof to and collect the same from the Company. The Company shall save the City harmless from all liability or damage (including judgment, decrees, and legal court costs) resulting from its failure to use due care in the exercise of the privileges hereby granted or of its rights under this Section.

Section 4

Upon approval of this Franchise Agreement and the franchise agreement between Aiken Electric Cooperative, Inc. ("Aiken Electric") in accordance with the terms of the Agreement Concerning Electric Service Rights Between Aiken Electric Cooperative and South Carolina Electric & Gas Company, dated August 23, 2017 ("Electric Service Rights Agreement"), the Company shall have electric service rights to the parcels shaded in red on Exhibit A, and Aiken Electric shall have electric service rights to the parcels shaded in green on Exhibit A, provided, however, that:

- A. The Company may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to Aiken Electric; and Aiken Electric may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to the Company. After any building or structure that is being served by Aiken Electric or the Company pursuant to the terms of this Subsection 3(A) is removed, torn down, razed to the ground, or demolished, the service rights designation in Exhibit A shall be the sole determining factor as to whether Aiken Electric or the Company has the right to provide electric service to any future replacement building or structure within that parcel.
- B. Where any new building or structure is constructed so that part of the building or structure resides on a red parcel in Exhibit A and part of the building or structure resides on a green parcel of Exhibit A, the customer, in its sole discretion, may choose whether the Company or Aiken Electric provides electric service to such new building or structure.
- C. Upon any future annexation by the City, the Company shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation, and Aiken Electric shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation.

D. If the City Council does not approve this Franchise Agreement and the franchise

agreement with Aiken Electric pursuant to the terms of the Electric Service Rights Agreement, the Electric Service Rights Agreement shall be considered terminated, null, and void.

Section 5

The Company shall:

A. Construct and extend its electric system within the present and/or extended City limits and have the right to connect new services in the parcels shaded in red on Exhibit A and in newly annexed parcels assigned to the Company by the Public Service Commission of South Carolina prior to the annexation, and supply standard electric service at standard voltages under rates and general terms and conditions as authorized by law; and construct and extend its gas system within the present and/or extended City limits and furnish gas, if available, to the City and applicants residing therein upon request, under rates and general terms and conditions as authorized by law.

B. If requested by the City, install underground electric distribution and service lines in new residential subdivisions of twenty-five lots or more in the City under terms and conditions customarily applicable with respect to aid to construction.

C. Furnish, install, operate, and when called upon, expand and maintain all of the electric street lighting system (to include both lighting fixtures and poles) and service along the streets, highways, alleys and public places of the City, as said system may be hereafter installed and/or changed by order of the City, in accordance with the terms and provisions of this franchise. All materials furnished shall be of standard quality and kind, and shall meet the requirements of good street lighting practice.

D. Make changes in the location of the street lighting system covered by this franchise upon written request of the City.

E. Render to the City a bill each month for the street lighting service furnished hereunder during the preceding month, in accordance with the provisions of this Franchise Ordinance.

F. Maintain at its own expense a system for repairing the street lighting system in use. The Company, upon receiving official notice that there is a defective standard fixture or pole, shall within five (5) days repair or replace the same.

Section 6

The City shall:

A. Take electric street lighting and other City electric and gas services from the Company during the period covered by this Franchise Ordinance in all areas of the City served by Company or in which Company is authorized by law to serve.

B. Pay monthly, within twenty-five (25) days after receipt, a proper bill from the Company for the preceding month's service in accordance with the amounts provided for in approved tariffs.

C. Accept the street lighting system as it exists on the effective date of this Franchise Ordinance.

D. Pay the Company for street lighting service at the municipal rate schedule approved by the Public Service Commission of South Carolina applicable to that lighting fixture and pole, including underground rates. If no applicable municipal rate is available for any fixture and pole at the time of billing, then the City shall pay the full and applicable non-municipal rate for such fixture(s) and pole(s).

E. Notify the Company in writing of areas annexed into the City, including with the notification: (1) accurate maps, (2) tax map numbers, and (3) street addresses of all locations in the annexed areas so that newly annexed customers may be subject to franchise fees. Such notification is a precondition to franchise fee payments by the Company on those accounts. In

addition, the City shall promptly update its municipal boundary maps with its County Geographical Information Systems (GIS) Office.

F. Upon annexation, pay to the Company for street lighting service to customers subject to the annexation at the municipal rate schedule approved by the Public Service Commission of South Carolina applicable to that lighting fixture and pole, including underground rates. If no applicable municipal rate is available for any fixture and pole at the time of billing, then the City shall pay the full and applicable non-municipal rate for such fixture(s) and pole(s).

Section 7

The Company may supply any form of gas containing approximately one thousand (1,000) BTUs per cubic foot, and its obligation in respect thereto shall continue only so long as it is able to obtain an adequate supply of such gas satisfactory for service hereunder, provided however, that in the receipt of such gas, customers within the City, including the City, shall enjoy rights equal to other similarly situated customers served by the Company.

Section 8

The City and the Company agree that:

A. All work performed within the municipal limits by the Company or its contractors shall be in accordance with the National Electric Safety Code and the applicable electric and gas rules and regulations, as adopted by the Public Service Commission of South Carolina.

B. The records of the Company pertaining to the electric street lighting system are to be accepted as full and final proof of the existence and configuration of the same, that system being hereinafter referred to as the "Street Lighting System."

C. Where lighting units of a different type and character than those now included in the Street Lighting System are desired by the City, a new unit charge and specification shall be agreed upon which will apply to such lighting units and which thereafter shall become a part hereof.

D. Except as otherwise provided herein, the City shall have the right at any time to order the installation of new fixtures and poles in new areas of the City.

E. The City shall have access at all reasonable times to maps, records, and rates relating to the Street Lighting System in the City.

F. Subject to applicable rates and terms and conditions, throughout the life of the franchise the Company will supply to the City, and the City agrees that it will purchase from the Company, electric energy and gas required by the City for its own use including traffic signal lighting, street lighting, lighting and power for public buildings, pumping stations, or other installations now owned or hereafter constructed or acquired by the City and for all other uses in all areas served by or to be served by the Company, as allowed by law. However, should the City request to provide electric service to any of its facilities utilizing an alternative energy facility owned by the City, the Company will consent to such a request so long as the energy from that facility is allowed by and subject to a rate schedule approved by the Public Service Commission of South Carolina. If the City receives service from such a facility, then the Company shall have the right to change the terms and conditions under which it provides any remaining services to City facilities.

G. The Company shall charge and the City shall pay to the Company monthly for all electric and gas energy furnished by the Company for miscellaneous light and power and/or gas services under this franchise in accordance with rates and tariffs and terms and conditions as established by law.

H. None of the electric or gas energy furnished hereunder shall be sold, disposed of, or exchanged by the City to others without the expressed written consent of the Company.

I. The electric or gas energy hereunder is not guaranteed or warranted to be free from minor interruptions or from major outages or electrical surges beyond the control of the Company.

Section 9

All work upon the streets and public places of the City shall be done under the general supervision of the Mayor and Council (or other legally constituted governing body) of the City, and all sidewalks or street pavements or street surfaces which may be displaced by reason of such work shall be properly replaced and relayed by the Company, its successors and assigns, to the reasonable requirements of the Mayor and Council (or other legally constituted governing body) of the City.

Section 10

The Company shall, as to all other conditions and elements of service not fixed herein, be and remain subject to the reasonable rules and regulations of the Public Service Commission of South Carolina or its successors, applicable to electric & gas service in the City.

Section 11

A. As payment for the right to provide electric and gas services, and any other services as may be permitted under this Franchise Ordinance, in the succeeding calendar year, the Company shall pre-pay into the Treasury of the City, on the first business day of July each year, beginning with the year 2018, a sum of money (the "Franchise Fee") equal to five percent (5%) of the gross sales revenue accruing to the Company during the preceding calendar year from all residential and commercial sales of electricity and gas in the municipality and all wheeling or transportation service to such customers within the corporate limits of the City, not including sales made under legally authorized special sales programs which allow the Company to reduce prices to meet customers' competitive energy prices. To change the percentage of the revenue on which the Franchise Fee is calculated, the City must both (1) amend this Franchise Ordinance by means of an Amendatory Ordinance solely addressed to that purpose, and (2) provide the Company written notice including an attested copy of the Amendatory Ordinance at least ninety (90) days prior to the next Franchise Fee payment due date. So long as both conditions are met, the increase will apply to the next Franchise Fee payment due from the Company and the

recovery of the higher fee will begin during the calendar year for which the Franchise Fee applies. During the term of this Franchise Ordinance, the percentage of the revenue on which the Franchise Fee is based shall not exceed the highest percentage paid by the Company to any other town or city under a franchise agreement. Any other revenue accruing to the Company in the municipality may be subject to other fees and/or business license taxes as appropriate.

B. Subject to Section 11(A) above, the City's right to receive franchise fees as provided for herein shall be in lieu of all occupation, license, excise and special franchise taxes and fees, and shall be in full payment of all money demands, charges, or fees of any nature whatsoever imposed by the City, except ad valorem taxes on property. The Company may at its option pay and deduct from its franchise fee payments any amount that shall be required or exacted from the Company for the benefit of the City other than ad valorem taxes on property.

C. It is expressly understood that all franchise fees or other payments imposed by the City on the Company shall be collected from customers of the Company within the municipal boundaries, as is presently provided for in the orders of the Public Service Commission of South Carolina applicable to the Company. From time to time, but no more than once a year and no less than once every three years, the Company will provide the City a list of service addresses to which franchise fees are being applied (the "List"). The City shall have sixty (60) days from receipt to verify that all addresses included on the List are accurate and that no addresses are missing. Unless the City notifies the Company of any error: (1) the City shall be required to reimburse the Company for any Franchise Fee refund based on an address incorrectly included on the List; (2) the Company shall not be responsible for Franchise Fees for any service addresses not included on the List. Reimbursement shall be made to the Company within sixty (60) days of receipt of request by the City or the Company may agree, in its sole discretion, to deduct the amounts owed under this Subsection from the next Franchise Fee payment to the City. This information is confidential and proprietary and shall not be disclosed to any third party under the Freedom of Information Act or otherwise without a court order or the Company's prior written consent.

D. The City hereby levies, and the Company may collect and transmit to the City, a franchise fee on electricity and gas sold by third parties to customers within the City using the Company lines, or facilities; said fee is to be in all respects equivalent to the franchise fees established herein plus a proportional share of all other payments to the City, or to the Non-Standard Service Fund established hereunder, which the Company is obligated to make on whatever basis during the life of this franchise.

E. Should the City itself ever at any time construct, purchase, lease, acquire, own, hold or operate an electric or gas distribution system to provide electric and gas service within the City, then the payment of percentages of gross sales revenue herein provided to be paid by the Company, shall abate, cease and no longer be due and no other fee for the franchise rights shall be required.

Section 12

The City and Company further agree that:

A. In addition to the requirements above, the City may require the Company to convert overhead distribution and service lines to underground lines or other non-standard service to existing customers ("Non-Standard Service"), including the use of special equipment or facilities or the use of special landscaping or screening of facilities, within the municipal limits of City, to the extent that the cost of such Non-Standard Service can be defrayed by the Non-Standard Service Fund provided for in this Section. The costs of Non-Standard Service are defined as those costs which exceed the costs of standard service. Underground distribution and/or service wires to new customers, whether residential or commercial, shall not be included in the definition of Non-Standard Service for the purposes of this Section.

B. The Non-Standard Service Fund (hereinafter, the "Fund") shall be established pursuant to the terms of this Ordinance and shall be used to defray the costs of Non-Standard Service.

C. Each year the Company shall designate to the Fund an amount equivalent to fifty basis points (0.50%) applied to the Company's gross revenue from electric service utilized in Section 11, that being the same amount of electric revenue that is used in computing its municipal franchise fee payment for that year. (The "Company Match" to the Fund.) This designation shall occur simultaneously with the payment of the franchise fee for the year in question and shall be in addition to the franchise fee. The Company Match funds shall remain on deposit with the Company and be paid out by the Company on a one to one basis with the City matching funds as needed to defray costs of Non-Standard Service. Unexpended amounts of the Company Match not used in a given year shall remain designated to the Fund, provided that the amount of Company Match designated to the Fund shall never exceed the sum of the matches for the most recent five (5) years.

D. The City shall designate as the City's matching funds an amount equal to fifty basis points (0.50%) applied to the electric revenue subject to franchise fee charges for that year. The City's matching funds shall remain on deposit with the City and be paid out on a one to one basis with the Company Match funds to defray the cost of Non-Standard Service. Unexpended fund balances will carry over from year to year, provided that the amount of the City's match designated to the Fund shall never exceed the sum of the matches for the most recent five (5) years.

E. For any Non-Standard Service project involving more than twenty-five (25) existing customers, the City may designate an underground utility district ("Underground Utility District") wherein Non-Standard Service will be provided, and at its option may conduct a referendum or petition in that district to determine whether the project should go forward. After an Underground Utility District has been designated and the Non-Standard Service project approved by that District, but prior to commencement of construction for the Non-Standard Service project, the City shall, by ordinance pursuant to S.C. Code Ann. § 6-1-330, as amended, authorize the collection of a fee from the property owners of each parcel within the District (the "Underground Utility Fee"). The Underground Utility Fee shall be applied to all of Company's accounts for electricity within

the boundaries of the Underground Utility District. The total of such Underground Utility Fee, the Franchise Fee in Section 11(A) and any other fee provided for in Section 11 will not exceed 7% of a customer's total bill for electricity. The Underground Utility Fee shall be applied beginning with the commencement of construction of the project for a definite time not to exceed ten (10) years. Proceeds shall be paid into the Fund, provided that the Fund has paid for the construction of the Non-Standard Service within the Underground Utility District. If the City or the Company advanced funds for the Non-Standard Service in the Underground Utility District, the Underground Utility Fee shall be used to reimburse the City or the Company as appropriate on a monthly basis following recovery of same from the customers. The cost of borrowing funds from the Company to pay for the Non-Standard Service in the Underground Utility District shall be included in the reimbursement. The Company's weighted average cost of capital as filed with the Public Service Commission of South Carolina would apply to any amounts advanced by the Company.

F. The amounts designated for the Fund shall be used exclusively to defray the reasonable and necessary costs of planning, designing, permitting and/or constructing the electric utility projects involving Non-Standard Service.

G. Costs for Non-Standard Service projects shall be paid from amounts designated to the Fund as incurred. The Company shall be required to undertake Non-Standard Service projects in the City only to the extent that balances designated to the Fund are reasonably projected to be adequate to cover the costs of the projects as they are incurred.

H. The City shall establish, in consultation with the Company, priorities for Non-Standard Service projects. Projects which maintain system reliability, and/or improve system safety, shall have priority over all other non-standard service projects. All Non-Standard Service projects shall conform to good utility practices as to reliability and safety.

I. The City shall use best efforts to acquire all necessary right-of-way, transformer sites, or other use and access rights for Non-Standard Service projects. Within three (3) months of completion of an overhead to underground conversion project, the Company shall remove

overhead facilities and the City shall remove and require other utilities and third parties, if any, to remove their facilities from the Company's poles and shall require property owners to connect to the underground facilities.

Section 13

This Franchise Ordinance is subject to the constitution and laws of the State of South Carolina.

Section 14

This Franchise Ordinance shall not become effective until accepted in writing by the Company, which shall be within thirty (30) days from the date of its ratification by the City and on the same date that the Franchise Ordinance for Aiken Electric becomes effective. The terms, obligations and rights granted by this Franchise Ordinance, when accepted by the Company, shall constitute a contract between the City and the Company, and shall be in full force and effect for a term of thirty (30) years from the effective date. Upon acceptance by the Company in writing, this Franchise Ordinance supersedes and replaces Franchise Ordinance Number 2000-02 which became effective on March 21, 2000, and Franchise Ordinance Number 2005-02 which became effective on March 27, 2005.

Section 15

The rights hereunder accrue exclusively to the parties, their successors and assigns. It is the express intent of the parties that this Franchise Ordinance shall not create any rights in third parties.

Ratified in City Council this ____ day of _____, 20__.

(originally signed by:) _____
Robert A. Pettit, Mayor

ATTEST:
(originally signed by:) _____
Donna B. Young, City Clerk

ACCEPTANCE of the franchises granted by the within Ordinance acknowledged by
SOUTH CAROLINA ELECTRIC & GAS COMPANY, THIS ____ DAY OF _____, 20__.

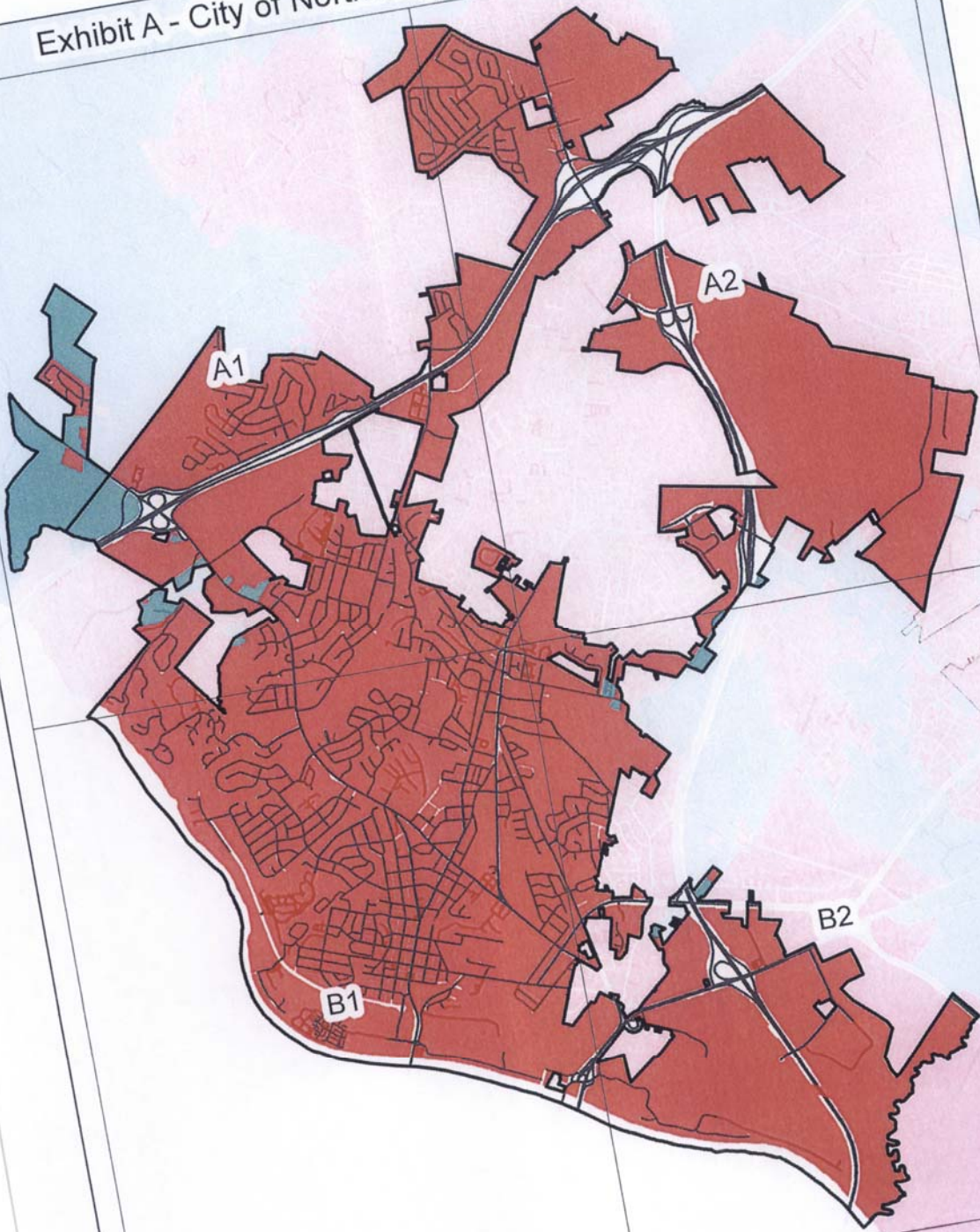
SOUTH CAROLINA ELECTRIC & GAS COMPANY

(originally signed by) _____
W. Keller Kissam, President
SCE&G Retail Operations

ATTEST:

Gina S. Champion,
Its Corporate Secretary

Exhibit A - City of North Augusta Parcel Assignment



Legend	
	Municipal
	Aiken Assignment
	AEC
	SCEG

Index

Exhibit A - City of North Augusta Parcel Assignment



Legend

- Municipal Assignment
- AEC
- SCEG

Exhibit A - City of North Augusta Parcel Assignment



Exhibit A - City of North Augusta Parcel Assignment



Legend	
	Municipal
	AEG
	SCEG

Exhibit A - City of North Augusta Parcel Assignment



Legend

- Municipal
- AEC Assignment
- SCEG Assignment

ATTACHMENT 10

RESOLUTION NO. 2017-40
TO AUTHORIZE THE ISSUING OF A PARADE PERMIT TO
GINNY WOODHAMS TO CONDUCT AN A21 WALK FOR FREEDOM WALK
ON GEORGIA AVENUE ON OCTOBER 14, 2017

WHEREAS, Ginny Woodhams has requested a permit to hold an A21 Freedom Walk, to bring awareness to the community about human trafficking; and

WHEREAS, the request is to hold the walk on October 14, 2017 commencing on the sidewalk in front of First Baptist Church and proceeding on the sidewalk down Georgia Avenue across the 13th Street bridge and then turning around and coming back along the same path across the bridge, remaining on the sidewalk and terminating at First Baptist Church; and

WHEREAS, the participants will walk in one single file line wearing an A21 t-shirt, if they have one, and some may have black tape or a yellow handkerchief with a victim's name on it worn over their mouths, to symbolize that these victims have no choice; and possibly the group may carry a flag at the front and end of the line for the walk; and

WHEREAS, registration for the event will begin at 8:00 AM with the walk starting at approximately 9:00 AM and anticipated to end by noon; and

WHEREAS, the Mayor and City Council has reviewed the request and finds that the parade or demonstration applied for, at the time requested and upon the sidewalk as set forth in the application is not detrimental to the health, safety, welfare or convenience of the residents of the City or other parties making use of the sidewalks; and

WHEREAS, such request has been timely made and complies with the Code of Ordinances for the City of North Augusta.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof, that the request for a permit is approved as follows:

1. Time: Approx. 8:00 am until 12:00 noon
2. Date: October 14, 2017
3. Location: Commencing at 600 Georgia Avenue and proceeding along the sidewalk on Georgia Avenue across the 13th Street bridge and returning on the same path terminating at 600 Georgia Avenue.
4. Special Conditions: The participants will walk in single file on the sidewalk and not impede or prevent utilization of the sidewalk by other citizens.
5. Bond not required

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS
_____ DAY OF OCTOBER, 2017.

ROBERT A. PETTIT, MAYOR

ATTEST:

DONNA B. YOUNG, CITY CLERK

ATTACHMENT 11

RESOLUTION NO. 2017-41
ACCEPTING A DEED OF DEDICATION FOR THE WATER DISTRIBUTION
SYSTEM, FIRE SUPPRESSION, SANITARY SEWER, AND ASSOCIATED
EASEMENTS AND RIGHTS OF WAY, ALONG WITH A MAINTENANCE
GUARANTEE AND LETTER OF CREDIT FOR INFRASTRUCTURE
IMPROVEMENTS, FOR SWEETWATER COMMONS, PHASES 1 & 2

WHEREAS, Next Chapter Holdings, LLC. developed Sweetwater Commons Phases 1 & 2, according to the requirements of the North Augusta Planning Commission and the City, and owns the streets, utilities and easements; and

WHEREAS, pursuant to §5.8.4.3 of the North Augusta Development Code, the Interim Director of Planning and Development and the City Engineer approved the final major site plan for Sweetwater Commons Phase 1 on April 15, 2015 and Sweetwater Commons Phase 2 on October 4, 2016; and

WHEREAS, pursuant to §5.8.4.3 of the North Augusta Development Code, the Planning Department approved the easement plat for Sweetwater Commons Phases 1 & 2 on September 21, 2017; and

WHEREAS, it is the policy of the City that, upon approval of a final major site plan, the City will, following inspection by the City's Engineering Department, accept a deed of dedication for the infrastructure improvements, etc. for the purpose of ownership and maintenance when said deed is accompanied by a maintenance guarantee; and

WHEREAS, a maintenance guarantee and supporting letter of credit accompany the deed; and

WHEREAS, the City Engineer has made final inspection of the subject improvements and these improvements meet City standards.

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

The hereinafter described easement which is shown on that certain plat, prepared for Next Chapter Sweetwater, LLC by R. D. Patner P.L.S., dated September 12, 2017 (the "Plat").

A non-exclusive easement in perpetuity for the use, repair, and maintenance of sewer lines on and under that property designated and described as crosshatched on the Plat (the "Easement").

TOGETHER WITH fee simple title to all sewer lines and apparatus constructed by Grantor in, upon and under said Sewer Easement.

RESOLUTION ACCEPTING DEED OF DEDICATION –
SWEETWATER COMMONS PHASES 1 & 2

Page 2

By acceptance of this deed, Grantee agrees to promptly maintain, repair and replace the sewer lines and apparatuses installed or within the Sewer Easement and that upon completion of any maintenance or repair of said sewer lines, Grantee shall promptly return any disturbed land to its pre-disturbed condition. Grantor reserves the right to relocate the Sewer Easement and the associated sewer lines and apparatus upon prior notice to Grantee.

Derivation: Deed Book RB4561, Page 1252
Deed Book RB4561, Page 1383
Deed Book RB4586, Page 1213

BE IT FURTHER RESOLVED that a Maintenance Guarantee and Irrevocable Letter of Credit in the amount of \$38,250.00 are hereby accepted.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2017.

Robert A. Pettit, Mayor

ATTEST:

Donna B. Young, City Clerk

Department of Planning and Development



Memorandum # 17-025

City of North Augusta

To: B. Todd Glover, City Administrator

From: Amanda J. Sievers, Interim Director *ajs*

Subject: **Deed of Dedication for Sweetwater Commons Infrastructure Improvements**

Date: September 27, 2017

The major site plans for Sweetwater Commons Phase 1 and Phase 2 owned by Next Chapter, LLC and located at 10 Walnut Lane were approved on April 15, 2015 and October 4, 2016 respectively. The owner has completed all required utility improvements and requests that the City accept the sewer lines, along with an associated easement. The improvements to be dedicated to the City have been approved by the City Engineer. The attached dedication documents have been approved by the City Attorney.

The City may accept the off-site sanitary sewer line and associated easement for this residential project. A draft resolution for the acceptance of the dedication is attached and a digital copy has been forwarded to the City Clerk.

Originals of the following documents are attached:

1. Deed of Dedication;
2. Maintenance Guarantee dated August 30, 2017 and valid for a period of 24 months;
3. A Letter of Credit in the amount of \$38,250 in support of the Maintenance Guarantee;
4. Certificate of Title dated September 22, 2017;
5. Easement plat approved by the City of North Augusta and recorded by the Aiken County RMC; and
6. Subordination and Consent of Mortgagee.

Please execute the Maintenance Guarantee and schedule the resolution accepting the Sweetwater Commons Phases 1 & 2 deed of dedication for City Council consideration at the next available meeting.

PREPARED BY AND RETURN TO:

Hull Barrett, PC
Michael E. Fowler, Jr.
7004 Evans Town Center Blvd., 3rd Floor
Evans, GA 30809

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

DEED OF DEDICATION
AND EASEMENT
(Sewer Line)

KNOW ALL MIEN BY THESE PRESENTS, that NEXT CHAPTER SWEETWATER, LLC, a South Carolina limited liability company ("Grantor"), for and in consideration of the payment of ONE AND NO/100 DOLLARS (\$1.00), paid by THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA ("Grantee"), with an address of 100 Georgia Avenue, North Augusta, South Carolina 29841, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released and by these presents does grant, bargain, sell, and release unto Grantee the following described easements, personal property, and equipment:

See Exhibit "A" attached hereto.

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

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

SIGNED, SEALED and DELIVERED
in the presence of:




Witness

Next Chapter Sweetwater, LLC,
a South Carolina limited liability company(Seal)

By: 

Name: Wayne Millar
As its: Manager



Witness

State of Georgia)

County of Columbia)

) Acknowledgment

I, Amanda Duffy, a notary public for the State and County aforesaid,
do hereby certify that Wayne Millar, on behalf of Mortgagor, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 22nd day of September, 2017.



Notary Public
My Commission Expires: 8/4/2020

(Notarial Seal)

AMANDA DUFFY
NOTARY PUBLIC
Columbia County, State of Georgia
My Commission Expires 8/4/2020

SIGNED, SEALED and DELIVERED
in the presence of:

The City of North Augusta, South Carolina (Seal)

Witness

By: _____
Name: _____
As its: _____

Witness

State of _____

)

County of _____

)

)

Acknowledgment

I, _____, a notary public for the State and County aforesaid,
do hereby certify that _____, on behalf of The City of North Augusta,
South Carolina, personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 2017.

Notary Public
My Commission Expires:

(Notarial Seal)

EXHIBIT "A"

The hereinafter described easement which is shown on that certain plat, prepared for Next Chapter Sweetwater, LLC by R.D. Platner P.L.S., dated September 12, 2017 (the "Plat").

A non-exclusive easement in perpetuity for the use, repair, and maintenance of sewer lines on and under that property designated and described as crosshatched on the Plat (the "Easement").

TOGETHER WITH fee simple title to all sewer lines and apparatus constructed by Grantor in, upon and under said Sewer Easement.

By acceptance of this deed, Grantee agrees to promptly maintain, repair and replace the sewer lines and apparatuses installed or within the Sewer Easement and that upon completion of any maintenance or repair of said sewer lines, Grantee shall promptly return any disturbed land to its pre-disturbed condition. Grantor reserves the right to relocate the Sewer Easement and the associated sewer lines and apparatus upon prior notice to Grantee

.Derivation: Deed Book RB4561, Page 1252
Deed Book RB4561, Page 1383
Deed Book RB4586, Page 1213

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN) **MAINTENANCE GUARANTEE**
(Infrastructure)

NAME OF PROJECT: Sweetwater Commons
Phases 1 & 2

DEVELOPER/OWNER: Next Chapter Holdings, LLC

DATE OF FINAL MAJOR SITE PLAN APPROVAL:
Phase 1 – April 15, 2015
Phase 2 – October 4, 2016

MAINTENANCE GUARANTEE AMOUNT: \$38,250.00

WHEREAS, the North Augusta Planning Commission, meeting on September 18, 2014, did grant preliminary major site plan approval for Sweetwater Commons Phase 1 and meeting on March 3, 2016, did grant preliminary major site plan approval for Sweetwater Commons Phase 2, and the Director of Planning and Development and the City Engineer signed the major site plan for Sweetwater Commons Phase 1 on April 15, 2015, and the major site plan for Sweetwater Commons Phase 2 on October 4, 2016; and

WHEREAS, the developer developed the approved major site plan for Sweetwater Commons Phase 1 and 2; and

WHEREAS, the City Engineer has inspected the infrastructure improvements for Phase 1 and 2 and has duly certified that said improvements are, to the best of his knowledge based upon such inspection, built to the City of North Augusta design standards; and

WHEREAS, the City Engineer recommends that the City accept from the developer a Maintenance Guarantee to insure that proper workmanship and materials were in fact used in regard to infrastructure improvements and to insure that, in the event of failure in regard to said improvements for any reason except force majeure, the City would have adequate funds necessary to return such improvements to an acceptable condition.

NOW, THEREFORE, as security for the maintenance by the developer of the infrastructure improvements as shown on the final major site plans for Sweetwater Commons Phase 1 and 2, as well as for any other improvements provided and proposed to be granted to the City by deed of dedication in accordance with §5.8.5 of the North Augusta Development Code, the developer

does hereby guarantee the maintenance of the infrastructure improvements under and pursuant to the following terms.

INFRASTRUCTURE IMPROVEMENTS SUBJECT TO THIS GUARANTEE

This Maintenance Guarantee shall extend to all infrastructure improvements proposed to be deeded to, dedicated to, transferred or otherwise assigned to the City of North Augusta by the developer. Such improvements shall include, where applicable, the following but not be limited to such specified improvements:

- A. Water Distribution System;
- B. Fire suppression elements of the water distribution system;
- C. Sanitary sewerage collection system; and
- D. Easements and rights of way for potable water and sanitary sewage systems.

REPRESENTATIONS BY THE DEVELOPER

The Developer represents to the City of North Augusta that:

- A. For a period of twenty-four (24) months from the approval of the Certificate of Occupancy the improvements will not fail, for any reason, with the exception of force majeure;
- B. The Developer has submitted a monetary guarantee, in the form of an Irrevocable Letter of Credit in the amount of \$38,250.00, in support of this Maintenance Guarantee in accordance with §§5.8.4 and 5.8.5 of the North Augusta Development Code within the specified time period;
- C. The City Engineer for the City of North Augusta shall have full and absolute discretion and authority in determining whether or not a failure has occurred in regard to the infrastructure subject to this Maintenance Guarantee.

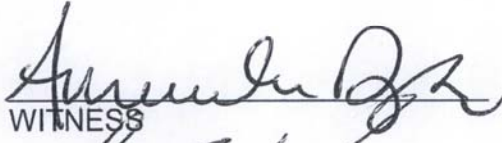
REMEDIES IN THE EVENT OF DEFAULT

In the event that the City Engineer for the City of North Augusta, in his sole discretion, determines that a failure has occurred, he shall provide written notice of such failure to the developer with a request for the immediate correction of said failure. In the event of failure by the developer to make such repairs as necessary within sixty (60) days of such written notice or within ten (10) days, in the event of such notice being received during the last sixty (60) days covered by this Maintenance Guarantee and letter of credit, the following conditions shall prevail:

- A. This Maintenance Guarantee shall be considered violated and in default with the City having full right and authority to make claims on the guarantee amount provided for herein.
- B. The City may make claim against the full amount of the monetary guarantee, until such time as the City is able to make the necessary repairs to the infrastructure.
- C. Following the completion of the repairs to the infrastructure to the satisfaction of the City Engineer, any funds remaining from the monetary guarantee shall be refunded to the developer.
- D. The City is entitled to compensation, at a reasonable rate, for any in-house services provided by the City for the purpose of correcting failures or deficiencies to the infrastructure.
- E. The City shall have full and absolute authority in regard to a determination as to party or parties contracted with for the purpose of making repairs as required.

(Signature pages follow)

IN WITNESS WHEREOF, Next Chapter Holdings, LLC has caused these presents to be executed in its name by its duly authorized Owner this 30th day of August, 2017.


WITNESS


WITNESS

BY: 
TIM CHAPMAN
ITS: OWNER

Sworn to and subscribed
before me this
30th day of Aug; 2017

AMANDA DUFFY
NOTARY PUBLIC
Columbia County, State of Georgia
My Commission Expires 8/4/2020



ACCEPTED THIS _____ DAY OF _____, 20__.

City of North Augusta

WITNESS

BY:

B. TODD GLOVER
ITS: CITY ADMINISTRATOR

WITNESS



Date: August 30, 2017

City of North Augusta
Engineering Department
100 Georgia Avenue
North Augusta, SC 29841

RE: Maintenance Guarantee-Infrastructure
Next Chapter Sweetwater LLC
Project: Sweetwater Commons Phase 1 & 2

Letter of credit #5500960

FOR: Next Chapter Sweetwater LLC
2500 Trade Center Drive
North Augusta, SC 30809

Gentlemen:

We hereby establish our irrevocable letter of credit #5500960 in the aggregate amount of \$38,250.00 to ensure the completion of the infrastructure improvements required for the above referenced plat including completion of construction, submission and acceptance of all close-out documents required by the city of north Augusta.

The construction letter of credit 5500960 shall be released following the acceptance of the required as-built record drawings and the issuance of a final acceptance of utilities.

Available by drafts drawn upon us payable at sight for any sum of money not to exceed \$38,250.00 when accompanied by the following document:

A letter signed by an official of the city of North Augusta stating that the work as detailed above has not been completed in accordance with city specifications.

All drafts hereunder must bear the legend "drawn under Letter of Credit 5500960 dated august 30, 2017".

This bond shall have a term of 24 months commencing on August 30, 2017 and shall be automatically renewed for an additional 12 month term unless the beneficiary is provided with written notification from the bank no less than 30 days prior to the end of the current term of the letter of credit.

This letter of credit is subject to the uniform customs and practice for documentary credits, 2006 revision, and international chamber of commerce publication no. 600 (UCP), or any later version or amendment. The laws of Georgia shall also govern this letter of credit as long as such laws are not inconsistent with the UCP or ISP, as applicable.

We hereby agree with you and all persons negotiating on such drafts, that all drafts drawn and negotiated in compliance with the terms of this letter will be duly honored upon presentment and delivery of the document specified above to our office at 205 East Broad Street, Louisville, GA 30434 Attention: Audrey Stewart.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Goodin', is written over a horizontal line.

John Goodin
Vice President



CERTIFICATE OF TITLE

TO: City of North Augusta
RE: Next Chapter Sweetwater, LLC
EFFECTIVE DATE: September 22, 2017
PROPERTY: See Exhibit "A" attached hereto and incorporated herein Fee
Simple Owner(s): Next Chapter Sweetwater, LLC

THIS IS TO CERTIFY that we have examined the public records of Aiken County, South Carolina relative to the title of the above-described real estate.

BASED UPON SUCH INVESTIGATION, it is our opinion that Next Chapter Sweetwater, LLC is vested with good, fee simple, record marketable title to the real estate described above subject to the following liens, limitations and encumbrances of record:

1. Taxes and assessments for the year 2017, which are a lien and are now due and payable; and taxes for the year 2018, subsequent years, which are a lien but are not yet due and payable.
2. Any taxes assessed under the rollback provisions of §12-43-220 (D-4) South Carolina Code of Laws 1976, as amended.
2. Sewer Easement to City of North Augusta, dated September 12, 2017 and recorded in Book 40, at Page 179, aforesaid records; as limited to the location as shown on that ALTA/ACSM Land Title Survey, prepared for Next Chapter Sweetwater, LLC by R.D. Platner, P.L.S., dated September 12, 2017.
3. Electric Easement to South Carolina Electric and Gas Company, dated December 9, 1965 Those matters disclosed on all plats referenced in property description.
4. Easement to South Carolina Electric and Gas Company recorded January 5, 2017, in the aforesaid RMC's Office in Book 4642, Pages 1315-1316.
5. Access Easement Agreement recorded January 11, 2016, in the aforesaid RMC's Office in Book RB 4586, page 1204-1209.
6. Easement to Bellsouth Telecommunications, LLC d/b/a AT&T recorded August 1, 2016, in the aforesaid RMC's Office in Book 4616; Pages 1570-1572.
7. Easement to South Carolina Department of Transportation recorded October 11, 2011 in the aforesaid RMC's Office in Book 4375, Page 248.
8. Easement to South Carolina Department of Transportation Easement recorded October 11, 2011, in the aforesaid RMC's Office in Book 4375, Page 249.
9. Storm Water Drainage Easement recorded March 3, 2014, in the aforesaid RMC's Office in Book RB 4497, Pages 225-237.
10. Sewer Access Deed of Easement recorded August 4, 2009, in the aforesaid RMC's Office in Book RB 4269, Pages 2313-2315.
11. Water Access Deed of Easement recorded December 19, 2008, in the aforesaid RMC's Office in Book RB 4233, Pages 1218-1220.

12. Water Access Deed of Easement recorded December 19, 2008, in the aforesaid RMC's Office in Book RB 4233, Pages 1221-1224.

13. Access and Utility Easement Agreement recorded October 17, 2007, in the aforesaid RMC's Office in Book RB 4167, Pages 1607-1628.

14. Right-of-Way Easement to Southern Bell Telephone and Telegraph Company recorded October 20, 2005, in the aforesaid RMC's Office in 4024, Pages 2199-2202, as amended by that Extension Agreement recorded October 24, 2006, in the aforesaid RMC's Office in Book RB 4096, Pages 1668-1670; as amended in that certain Amended and Restated Easement and Agreement Regarding Road recorded October 17, 2007, in the aforesaid RMC's Office in Book RB 4167, Pages 1596-1602; and First Amendment to Amended and Restated Easement and Agreement Regarding Road recorded June 7, 2013, in the aforesaid RMC's Office in Book RB 4463, Pages 1394-1398.

15. Easement to Southern Bell recorded February 20, 1981, in the aforesaid RMC's Office in Vol.315, Pages 303-305.

16. Easement to South Carolina Electric and Gas recorded May 12, 1975, in the aforesaid RMC's Office in Book M189, Pages 517-518.

17. UCC Financing Statement in favor of Western Equipment Finance, Inc. filed No.: 170123-1500060.

18. Any roll back taxes due for subject property.

Tracts A & B

19. Those matters disclosed on all plats referenced in property description.

20. Easement to Bellsouth Telecommunications, LLC d/b/a AT&T recorded August 1, 2016, in the aforesaid RMC's Office in Book 4616; Pages 1570-1572.

21. Easement to South Carolina Electric and Gas Company recorded January 5, 2017, in the aforesaid RMC's Office in Book 4642, Pages 1315-1316.

22. UCC Financing Statement in favor of Western Equipment Finance, Inc. filed No.: 170123-1500060.

23. Any roll back taxes due for subject property.

Tracts C & D

24. Those matters disclosed on all plats referenced in property description.

25. Easement to South Carolina Electric and Gas Company recorded January 5, 2017 in the aforesaid RMC's Office in Book 4642, Pages 1315-1316.

26. Easement to Bellsouth Telecommunications, LLC d/b/a AT&T recorded August 1, 2016, in the aforesaid RMC's Office in Book 4616; Pages 1570-1572.

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36. Easement to South Carolina Electric and Gas recorded May 12, 1975, in the aforesaid RMC's Office in Book M189, Pages 517-518.
37. Mortgage dated 02/29/2016 in favor of Queensbrough National Bank and Trust Company, in the principal amount of \$3,048,493.00, and recorded in the RMC Office of Aiken County, South Carolina, in Book RB 4602, Pages 144-150.
38. Amended and Restated Mortgage, Assignments of Leases and Rents, and Security Agreement dated 09/28/2016 in favor of Queensbrough National Bank and Trust Company, in the principal amount of \$8,000,000.00, and recorded in the RMC Office of Aiken County, South Carolina, in Book RB 4630, Pages 1875-1891.
39. First Modification of Mortgage dated 03/13/2017 in favor of Queensborough National Bank and Trust Company in the principal amount of 11,500,000.00, and recorded in the RMC Office of Aiken County, South Carolina, in Book RB 4653, Pages 1708-1711.
40. Mortgage dated July 18, 2017 in favor of Queensborough National Bank and Trust Company in the principal amount of \$160,000.00, and recorded in the RMC of Aiken County, South Carolina, in Book RB 4674, Pages 961-967.

HULL BARRETT, P.C.



Mike Fowler

EXHIBIT "A"

The hereinafter described easement which is shown on that certain plat, prepared for Next Chapter Sweetwater, LLC by R.D. Platner P.L.S., dated September 12, 2017 (the "Plat").

A non-exclusive easement in perpetuity for the use, repair, and maintenance of sewer lines on and under that property designated and described as crosshatched on the Plat (the "Easement").

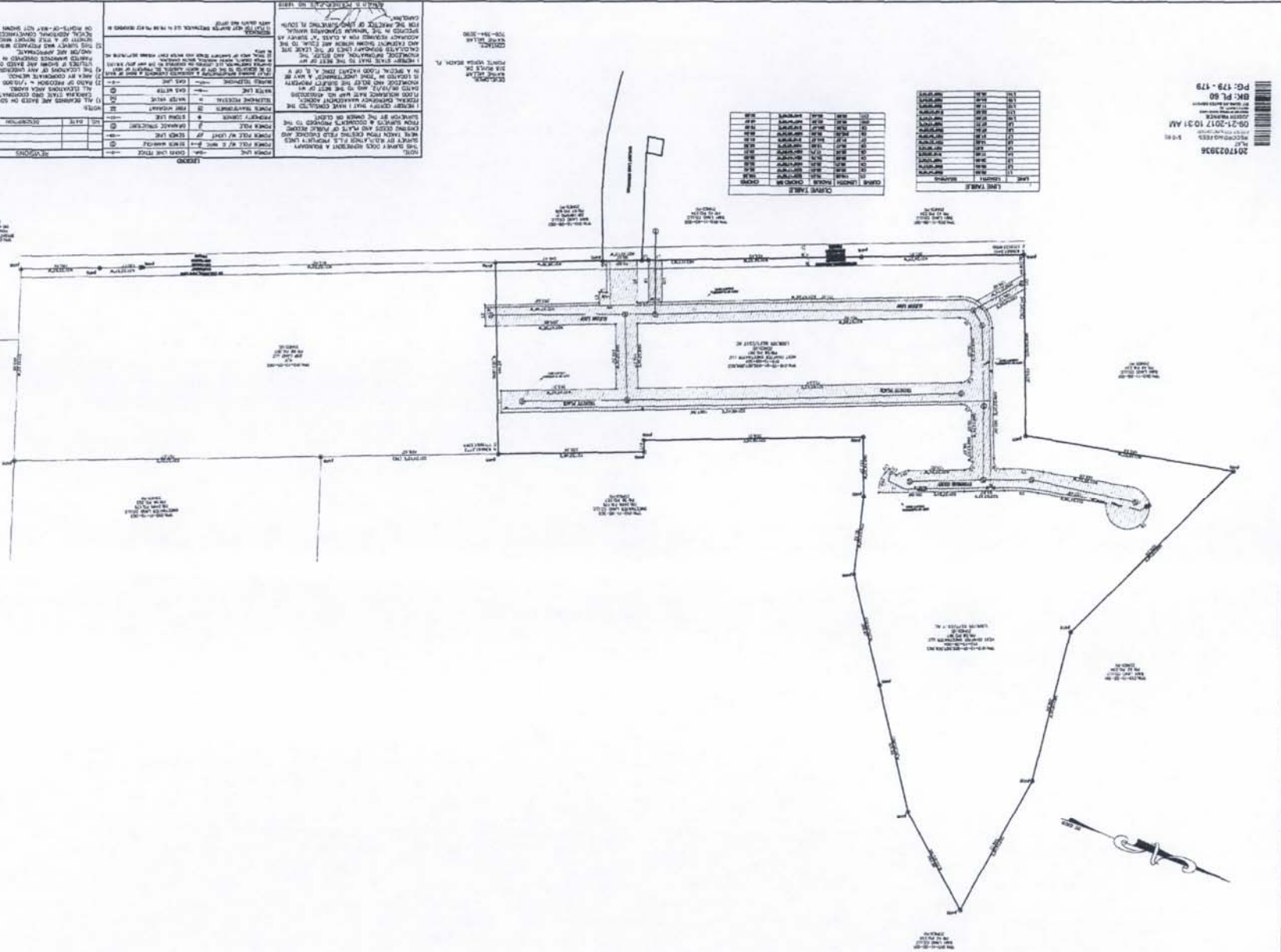
TOGETHER WITH fee simple title to all sewer lines and apparatus constructed by Grantor in, upon and under said Sewer Easement.

By acceptance of this deed, Grantee agrees to promptly maintain, repair and replace the sewer lines and apparatuses installed or within the Sewer Easement and that upon completion of any maintenance or repair of said sewer lines, Grantee shall promptly return any disturbed land to its pre-disturbed condition. Grantor reserves the right to relocate the Sewer Easement and the associated sewer lines and apparatus upon prior notice to Grantee

.Derivation: Deed Book RB4561, Page 1252
Deed Book RB4561, Page 1383
Deed Book RB4586, Page 1213



NO.	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA
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THE BOARD OF COUNTY COMMISSIONERS HAS APPROVED THE FOLLOWING:

- TO APPROVE THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS TO THE SITE.
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REPLANNED PLAN
 NOT OFFICIAL
 APPROVED FOR RECORDING
 CITY OF MIAMI

City of Miami
 APPROVED FOR RECORDING
 RECORDED
 17/11/17
 DIM



MORTGAGEE CONSENT AND SUBORDINATION

Queensborough National Bank and Trust Company ("Lender"), as grantee under the following mortgages (collectively the "Security Instrument") from Grantor: (i) Mortgage dated February 29, 2016, recorded in the RMC Office of Aiken County, South Carolina in Book RB 4602, Page 144, as amended in Book RB 4630, Page 1875 and Book RB 4653, Page 1708; and (ii) Mortgage dated July 18, 2017, recorded in the RMC Office of Aiken County, South Carolina in Book RB 4674, Page 961, hereby consents to the terms of the within Deed of Dedication and Easement and subordinates the Security Instrument to the terms and conditions thereof. This Mortgagee Consent and Subordination shall be binding upon the undersigned, and its successors and assigns.

Signed, sealed, and delivered in the Presence of:

Lender:

W.P.

Name:

Address:

Unofficial Witness

Notary Public

My Commission Expires: 7.22.18
(Notarial Seal)



