

NOTES



REGULAR AGENDA

OF

DECEMBER 3, 2018



CITY OF NORTH AUGUSTA

AGENDA: REGULAR CITY COUNCIL MEETING

December 3, 2018 – 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. When speaking to Council, please step up to the microphone, give your full name and address, and direct your remarks to Mayor Pettit.

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 November 19, 2018

UNFINISHED BUSINESS

5. **FINANCE:** Ordinance No. 2018-09 – Adopting a Budget for Fiscal Year 2019 Containing Estimates of Proposed Revenues and Expenditures by the City of North Augusta, South Carolina, for the Budget Year Beginning January 1, 2019, and Declaring that same shall Constitute the Budget of the City of North Augusta for such Budget Year
 - A. Remove from Table
 - B. Ordinance, Third and Final Reading
6. **FINANCE:** Ordinance No. 2018-10 – Levying the Annual Tax on Property in the City of North Augusta, South Carolina, for the Fiscal Year Beginning January 1, 2019, and Ending December 31, 2019
 - A. Remove from Table
 - B. Ordinance, Third and Final Reading
7. **ANNEXATION:** Ordinance No. 2018-12 to Change the Corporate Limits of the City of North Augusta by Annexing 1.72 +/- Acres of Property Located on Pisgah Road and Owned by Forrest T. and Felix D. McKie – Ordinance, Third and Final Reading
8. **ELECTIONS:** Ordinance No. 2018-13 - Complying with Sections 10-1 and 10-2 of the Code of Laws of North Augusta, South Carolina, By Setting the Dates for Municipal Party Primaries, Conventions, and General Election, Times for Filing of Nominating Petitions, Certification of Candidates by Parties, and Certification of Candidates by Municipal Election Commission – Ordinance, Third and Final Reading
9. **ZONING:** Ordinance No. 2018-14 - To Amend the Zoning Map of the City of North Augusta, South Carolina By Rezoning ± 67.57 Acres of Land Owned by the Summers Family Trust, and Located Along Austin Graybill Road Between Orchard Way and Fox Trail Drive, Aiken County Tax Parcel #011-05-01-001, from R-10, Medium Lot Residential, to R-5, Mixed Residential – Ordinance, Third and Final Reading
North Augusta Development Code, Proposed Map Amendment - Application RZM 18-003
10. **CITY CODE:** Ordinance No. 2018-02 – An Ordinance Amending Section 4.1 of the Code of Laws for the City of North Augusta Entitled “Consumption of Alcoholic Beverages in Public”
 - A. Remove from Table
 - B. Ordinance 2018-02, First Reading
 - C. Ordinance 2018-02, Second Reading

NEW BUSINESS

11. **ECONOMIC DEVELOPMENT:** Resolution No. 2018-28 - A Resolution Authorizing the City to Amend the Stadium License Agreement with Green Jackets Baseball, LLC for the Minor League Baseball Stadium to be Constructed by the City within the Area Bounded Generally by Georgia Avenue, West Railroad Avenue, Center Street, and the Savannah River
12. **STREETS AND DRAINS:** Resolution No. 2018-29 – Accepting a Deed of Dedication for the Streets, Sanitary Sewer, Stormwater Collection and Fire Suppression Systems, Dedicated Open Space and Associated Easements and Rights of Way, Along with a Maintenance Guarantee and Letter of Credit for Gregory Landing, Section 1
13. **STREETS AND DRAINS:** Resolution No. 2018-30 – Accepting a Deed of Dedication for an Off-Site Sanitary Sewer Line, and Associated Easement from Nap Properties, LLC and North Augusta Pediatrics, LLC
14. **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.
B. Council Comments
15. **ADJOURNMENT:**



Interoffice Memorandum

TO: Mayor and City Council

FROM: B. Todd Glover, City Administrator

DATE: November 30, 2018

SUBJECT: Regular City Council Meeting of December 3, 2018

REGULAR COUNCIL MEETING

ITEM 5. FINANCE: Ordinance No. 2018-09 – Adopting a Budget for Fiscal Year 2019 Containing Estimates of Proposed Revenues and Expenditures by the City of North Augusta, South Carolina, for the Budget Year Beginning January 1, 2019, and Declaring that same shall Constitute the Budget of the City of North Augusta for such Budget Year

A. Remove from table
A motion to remove this ordinance from the table is in order at this time, if Council so desires.

B. Ordinance, Third and Final Reading
An ordinance to adopt the proposed Fiscal Year 2019 Consolidated Budget is submitted for Council's consideration on third and final reading.

Please see your minutes of October 15, 2018, for the ordinance text.

ITEM 6. FINANCE: **Ordinance No. 2018-10 – Levying the Annual Tax on Property in the City of North Augusta, South Carolina, for the Fiscal Year Beginning January 1, 2019, and Ending December 31, 2019**

A. Remove from table

A motion to remove this ordinance from the table is in order at this time, if Council so desires.

B. Ordinance, Third and Final Reading

An ordinance has been prepared for Council's consideration on third and final reading establishing the tax rate on all taxable property within the City of North Augusta for the Fiscal Year 2019.

The period for which the tax levy is due on all taxable property, except for motorized vehicles, shall be from January 1, 2018, to December 31, 2018. The period for which the tax levy is due for all motorized vehicles which are required to be licensed by Section 53-3-110, Codes of Laws of South Carolina, shall be from January 1, 2019, to December 31, 2019.

The tax levy imposed upon all taxable property shall be 73.50 mills.

Please see your minutes of October 15, 2018, for the ordinance text.

ITEM 7. ANNEXATION: **Ordinance No. 2018-12 to Change the Corporate Limits of the City of North Augusta by Annexing 1.72 +/- Acres of Property Located on Pisgah Road and Owned by Forrest T. and Felix D. McKie, Ordinance, Third and Final Reading**

An ordinance has been prepared for Council's consideration on third and final reading to affect the requested annexation of 1.72 +/- acres of property located on Pisgah Road and owned by Forrest T. and Felix D. McKie.

Please see the minutes of November 19, 2018 for the ordinance text.

ITEM 8. ELECTIONS: **Ordinance No. 2018-13 - Complying With Sections 10-1 And 10-2 Of The Code Of Laws Of North Augusta, South Carolina, By Setting The Dates For Municipal Party Primaries, Conventions, And General Election, Times For Filing Of Nominating Petitions, Certification Of Candidates By Parties, And Certification Of Candidates By Municipal Election Commission – Ordinance, Third and Final Reading**

An ordinance has been prepared for Council's consideration on third and final reading establishing the dates for the 2019 Municipal election for three members of City Council. The terms of Councilmembers at James M. Adams, J. Robert Brooks, and Kenneth J. McDowell, will expire on May 6, 2019.

In accordance with Chapter 10 of the North Augusta City Code, the municipal election shall be held on the last Tuesday in April and shall be conducted pursuant to the State election law. Therefore, the municipal election date in 2019 for the election of three positions on City Council, presently occupied by Councilmembers James M. Adams, J. Robert Brooks, and Kenneth J. McDowell, shall be **Tuesday, April 30, 2019.**

The time for entry of candidates into party primaries or conventions shall commence at 9:00 A. M., January 8, 2019, and shall end at 12:00 Noon, January 15, 2019. Entries shall be made to the chairperson of the respective parties.

Primary elections, if selected by a party, shall be held on February 12, 2019, with a run-off, if necessary, on February 26, 2019.

Conventions, if selected by a party, shall be held no later than February 12, 2019.

The deadline for filing nominating petitions to the Municipal Election Commission shall be 12:00 Noon, February 13, 2019. Candidates may file by petition with no less than 5% of qualified electors.

The deadline for parties to certify candidates selected by primary or convention to the Municipal Election Commission shall be 12:00 Noon, March 1, 2019.

The certification of the candidates by petition, primary, or convention by the Municipal Election Commission shall be no later than 12:00 Noon, March 4, 2019.

December 3, 2018

Public notice of the election shall be given 60 days prior to the election (deadline is February 27, 2019).

The general election date is April 30, 2019.

Please see the minutes of November 19, 2018, for the ordinance text.

- ITEM 9. ZONING: **Ordinance No. 2018-14 - To Amend the Zoning Map of the City of North Augusta, South Carolina By Rezoning ± 67.57 Acres of Land Owned by the Summers Family Trust, and Located Along Austin Graybill Road Between Orchard Way and Fox Trail Drive, Aiken County Tax Parcel #011-05-01-001, from R-10, Medium Lot Residential, to R-5, Mixed Residential – Ordinance, Third and Final Reading
*North Augusta Development Code, Proposed Map Amendment - Application RZM 18-003*****

An ordinance has been prepared for Council's consideration on third and final reading to amend the Zoning Map of the City of North Augusta, South Carolina by rezoning ± 67.57 acres of land on Austin Graybill Road, between Orchard Way and Fox Trail Drive, Aiken County Tax Parcels: 011-05-01-001 from R-10, Medium Lot Residential to R-5, Mixed Residential.

Please see the minutes of November 19, 2018, for the ordinance text.

- ITEM 10. CITY CODE: **Ordinance No. 2018-02 – An Ordinance Amending Section 4.1 of the Code of Laws for the City of North Augusta Entitled “Consumption of Alcoholic Beverages in Public”****

A. Remove from Table

A motion to remove this ordinance from the table is in order at this time, if Council so desires.

B. Ordinance 2018-02, First Reading

An ordinance has been prepared for Council's consideration on first reading amending Section 4.1 of the Code of Laws for the City of North Augusta Entitled “Consumption of Alcoholic Beverages in Public.”

Please see **ATTACHMENT NO. 10-A** for a copy of the proposed ordinance.

B. Ordinance 2018-02, Second Reading

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

- ITEM 11. ECONOMIC DEVELOPMENT: Resolution No. 2018-28 – A Resolution Authorizing the City to Amend the Stadium License Agreement with Green Jackets Baseball, LLC for the Minor League Baseball Stadium to be Constructed by the City within the Area Bounded Generally by Georgia Avenue, West Railroad Avenue, Center Street, and the Savannah River**

A resolution has been prepared for Council's consideration authorizing the City to amend the Stadium License Agreement with Green Jackets Baseball, LLC for the minor league baseball stadium to be constructed by the City within the area bounded generally by Georgia Avenue, West Railroad Avenue, Center Street, and the Savannah River.

Please see [ATTACHMENT #11](#) for a copy of the proposed resolution.

- ITEM 12. STREETS AND DRAINS: Resolution No. 2018-29 – Accepting a Deed of Dedication for the Streets, Sanitary Sewer, Stormwater Collection and Fire Suppression Systems, Dedicated Open Space and Associated Easements and Rights of Way, Along with a Maintenance Guarantee and Letter of Credit for Gregory Landing, Section 1**

A resolution has been prepared for Council's consideration accepting a Deed of Dedication for the streets, sanitary sewer, stormwater collection and fire suppression systems, dedicated open space and associated easements and rights of way, along with a maintenance guarantee and letter of credit for Gregory Landing, Section 1.

Please see [ATTACHMENT NO. 12](#) for a copy of the proposed resolution and supporting documentation.

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ITEM 13. STREETS AND DRAINS: **Resolution No. 2018-30 – Accepting a Deed of Dedication for an Off-Site Sanitary Sewer Line and Associated Easement from NAP Properties, LLC and North Augusta Pediatrics, LLC**

A resolution has been prepared for Council’s consideration accepting a Deed of Dedication for an off-site sanitary sewer line, and associated easement from Nap Properties, LLC and North Augusta Pediatrics, LLC.

Please see **ATTACHMENT NO. 13** for a copy of the proposed resolution and supporting documentation.

ORDINANCE NO. 2018-02
AN ORDINANCE AMENDING SECTION 4-1 OF THE CODE OF LAWS
FOR THE CITY OF NORTH AUGUSTA ENTITLED "CONSUMPTION
OF ALCOHOLIC BEVERAGES IN PUBLIC"

WHEREAS, Section 4-1 of the City Code relates to consumption, use, etc. of alcoholic beverages in public areas of the City; and,

WHEREAS, such Ordinance was amended in October of 2017 to provide for regulations that considered City sponsored festivals; and,

WHEREAS, at the time of the passage of said Ordinance, it was anticipated that additional changes would be necessary in order to effectively regulate future activities within the City; and,

WHEREAS, the Mayor and City Council have made a determination that it is appropriate to update such Ordinance.

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. Section 4-1 of the Municipal Code for the City of North Augusta is hereby deleted in its entirety and replaced with the following:

Section 4-1. Consumption of Alcoholic Beverages in Public

- a) Except for the area and circumstances provided for in Sections B, C and D herein, it shall be unlawful for any person, in a public place, within the corporate limits of the City, to publicly engage in the possession of an open container of or consume an alcoholic beverage, intoxicating liquors, beer, ale, porter, wine, any other similar malt or fermented beverage. This restriction does not apply to any public place licensed for the sale and consumption of alcoholic beverages by the State of South Carolina.
- b) Within the area of the City known as Riverside Village, a specifically described area shall allow for public possession and consumption under restrictions and regulations as set forth herein below. The specific area is described as follows: on the north by Brick Pond Park; on the east by Georgia Avenue; on the south by the Savannah River and on the west by Esplanade. The specific area is

more specifically identified and reference for said area is made to the exhibit attached hereto to, identified as "Alcohol Public Consumption Area."

1. Between the hours of 10:00 AM and 12:00 MIDNIGHT, any business establishment that is licensed to sell alcoholic beverages, that is within or borders on the described area, may sell beer and/or wine beverages in a paper or plastic cups for removal from the premises to the designated area. No cans, bottles or glass containers of any nature may be utilized. No person shall remove more than two (2) beverages from the premises at any one time.
 2. No beverages, as allowed for removal from business establishments as identified in Number 1 above, are allowed outside of the designated area. In addition, no alcoholic beverages, for consumption within the designated area, may be brought in from outside of said area.
 3. Any alcoholic beverage dispensed pursuant to this section must be contained within a paper or plastic cup, not to exceed 16 fluid ounces in size. Such cups shall be identifiable and as specifically approved by the City for such usage. Such cups are to be provided by the business selling such beverages.
 4. Should the City Administrator, in consultation with the Public Safety Director, determine that the enforceability of this Ordinance would be enhanced by further requirements and regulations related to the possession and consumption of alcoholic beverages within the designated area, such requirements may be placed in effect by written notification of same to all businesses within the designated area.
 5. The Public Safety Director, the City Administrator, or their designees shall have the right to temporarily suspend the service of beverages within the consumption area, in the event that they determine that such suspension is necessary for the safety and wellbeing of the persons within the area.
- c) The City Administrator may, at his/her discretion, grant a permit for the consumption of alcoholic beverages in public places, during special events and celebrations sponsored in whole, or in part, by the City. Such permit would be in written form and specify the times

and areas, when and where alcoholic beverages may be possessed and consumed. In addition, the Administrator is authorized to provide such other restrictions, regulations or requirements deemed appropriate to protect the interest of the public when granting a permit.

- d) Businesses that obtain from the City encroachment permits for outdoor cafés pursuant to Section 4.32 through 4.32.4 of the North Augusta Development code, are allowed to provide for the service and consumption of alcoholic beverages on City streets and public property in such areas as the permit authorizes the encroachment. The service and consumption of food, non-alcoholic beverages and alcoholic beverages in sidewalk encroachments is limited to patrons seated at tables. The permit may specify the permitted hours for service or consumption of alcoholic beverages but may not authorize such service between the hours of 12:00 midnight and 10:00 am.
- e) The provisions of this Section shall not be construed as an exception or waiver of any Ordinance or South Carolina Law regarding Public Intoxication or Operating an Automobile While Impaired, and should not be construed as affecting Dram Shop Liability or other liability that any such establishment may be subjected to under law.
- f) For purposes of construing and interpreting this Ordinance, the following definitions shall apply.
 - a. *Alcoholic Beverage.* Any spirituous malt, vinous, fermented, brewed (whether lager or rice beer), or other liquors or a compound or mixture of them, including, but not limited to, a powdered or crystalline alcohol, by whatever name called or known, which contains alcohol and is used as a beverage for human consumption.
 - b. *Person.* Any individual, firm, partnership, joint venture, syndicate or other group or combination acting as a unit, association, corporation or other legal entity and shall include the plural, as well as singular.
 - c. *Public Area.* Any public street, sidewalk, alley, publicly owned parking lot, or other public area within the City.

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

This Ordinance shall become effective immediately upon its adoption on the third and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF FEBRUARY, 2018.

Tabled 2/19/18

First Reading: _____

Second Reading: _____

Third Reading: _____

ROBERT A. PETTIT, MAYOR

ATTEST:

DONNA B. YOUNG, CITY CLERK

North Augusta
South Carolina's Riverfront

 **ALCOHOL PUBLIC CONSUMPTION AREA**

0 40 80 160 240 320 Feet



ATTACHMENT 11

RESOLUTION NO. 2018-28
A RESOLUTION AUTHORIZING THE CITY TO AMEND THE
STADIUM LICENSE AGREEMENT WITH GREEN JACKETS BASEBALL, LLC
FOR THE MINOR LEAGUE BASEBALL STADIUM
TO BE CONSTRUCTED BY THE CITY WITHIN THE AREA BOUNDED GENERALLY BY
GEORGIA AVENUE, WEST RAILROAD AVENUE, CENTER STREET AND THE
SAVANNAH RIVER

WHEREAS, the City, pursuant to a Master Development Agreement approved by the City by ordinance adopted on January 30, 2017, is to construct a minor league baseball stadium within the area generally referred to as Project Jackson; and

WHEREAS, the City has negotiated a Stadium License Agreement for the utilization of the stadium by Green Jackets Baseball, LLC; and

WHEREAS, the City and Green Jackets Baseball, LLC have negotiated the Stadium License Agreement to allow for the usage of the stadium by Green Jackets Baseball, LLC under specific terms and conditions as set forth in the Stadium License Agreement; and

WHEREAS, the North Augusta City Council approved said agreement on February 20, 2017, and

WHEREAS, the City and Green Jackets Baseball, LLC have negotiated on final costs to allow the City to close out the stadium project, and

WHEREAS, the City has agreed to remunerate Green Jackets Baseball, LLC in the amount of \$149,702 for costs incurred during construction that were costs to be covered by the City in the Stadium License Agreement but paid for by Green Jackets Baseball, LLC at risk until such time as the City could determine that there would be sufficient funds remaining to cover actual construction of the stadium; and

WHEREAS, the Mayor and City Council upon review of the Addendum No. 3 to Stadium License Agreement, a copy of which is attached hereto, marked as "Addendum No. 3 to Stadium License Agreement" and incorporated by reference, do believe that such Agreement represents a reasonable business arrangement by the City with Green Jackets Baseball, LLC and that such Amendment should be approved and entered into by the City.

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 Addendum No. 3 to Stadium License Agreement, as attached hereto, is approved and the City is authorized to enter into such Agreement.
2. The City Administrator is hereby authorized to execute such document on behalf of the City.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS THE 17TH DAY OF SEPTEMBER, 2018.

Robert A. Pettit, Mayor

ATTEST:

Donna B. Young, City Clerk

ADDENDUM NO. 3 TO STADIUM LICENSE AGREEMENT

by and between

GREENJACKETS BASEBALL, LLC

and

THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA

**ADDENDUM NO. 3 TO
STADIUM LICENSE AGREEMENT**

This Addendum No. 3 to Stadium License Agreement (this "Addendum") is made and entered into as of the last date that a party hereto duly executes this Addendum, as such dates are indicated with the signatures of the parties hereto, by and between **GREENJACKETS BASEBALL LLC**, a South Carolina (formerly Georgia) limited liability company ("Licensee"), and **THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA** (the "City") (Licensee and the City are sometimes herein referred to collectively as the "Parties," or each, singularly, as a "Party").

**ARTICLE I
RECITALS**

This Addendum provides for certain additions, revisions and/or amendments to that certain Stadium License Agreement by and between the Licensee and the City, dated February 20, 2017 (the "Agreement"). Defined terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and the City agree as follows and make the following additions or changes a part of the Agreement as if originally contained therein.

**ARTICLE II
AMENDMENTS TO THE AGREEMENT**

Following are certain provisions of the Agreement by category or subject that have been revised or amended by the terms of this Addendum.

- A. Licensee Allowance: No changes from Addendum #001.
- B. Licensee Allowance, Additional Support: No changes from Addendum #001.
- C. Initial Licensee Contribution of \$1,000,000 towards Construction of the Stadium: No changes from Addendum #001.
- D. Stadium Low Voltage: No changes from Addendum #001.
- E. Additional Change Requests: Addendum #002 for the total amount of \$132,413. See that signed agreement dated 08/21/18 for details.

This Addendum #003 represents a final list of settlement claims for GreenJackets Baseball, LLC to the City of North Augusta. This is a total of \$149,702 as shown in attached Exhibit F.

GreenJackets Baseball, LLC agrees that this settles any and all claims GreenJackets Baseball, LLC has against the City of North Augusta, Odell

Associates, Inc. or any of their consultants, Brasfield & Gorrie, LLC, and Greenstone Development Services, LLC in regard to this Ballpark Stadium, the A2 bldg, the Clubhouse, the Maintenance Bldg. or Batting Cages.

This agreement also includes Greenstone Development Services, LLC reimbursing the GreenJackets Baseball, LLC an amount of \$33,600. This is based on 09-27-18 email agreement for this portion of the CO #01 for Musco Lighting for the Athletic Field Lighting change.

- F. Stadium Signage: No changes from Addendum #001.
- G. Outfield Building: No changes from Addendum #001.

ARTICLE III
MISCELLANEOUS

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

B. Entire Agreement. This Addendum and the Agreement, as amended, together constitute the final, complete and exclusive written expression of the intent of the Parties with respect to the subject matter hereof and thereof which will supersede all previous verbal and written communications, representations, agreements, promises or statements. Except as amended hereby, the terms and provisions of the Agreement shall remain in full force and effect.

C. Authority. Each of the Licensee and the City represents that it has the authority to be bound by the terms of this Addendum. Once executed by both Parties, this Addendum 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 Addendum are mutually dependent on and one cannot exist independent of another, provided that if anyone or more of the provisions contained in this Addendum shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability of Licensee to perform and have access to the Stadium for all of its intended business operations as contemplated herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Addendum shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

E. Notices and Addresses. Any notices given under this Addendum 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 Addendum shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the Parties hereto.

G. Counterparts; Facsimile. This Addendum may be executed in any number of counterparts and or exchanged via facsimile, each of which shall be deemed an original, but all such counterparts and/or facsimile or originals together shall constitute but one and the same instrument.

H. Binding Effect/Benefit. This Addendum shall be binding upon and shall inure to the benefit of the Parties hereto and their respective affiliates, successors and assigns.

I. Exhibits; Attachments. All exhibits or attachments attached to this Addendum are incorporated into and are a part of said Addendum and the Agreements if fully set out herein and therein.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the date written below.

GREENJACKETS BASEBALL, LLC, a South Carolina (formerly Georgia) limited liability company

By: Agon Sports & Entertainment, LLC a Georgia limited liability company, as the Managing Director

By: _____

Name: Christian B. Schoen

Title: Director

Date: 10/29/18 _____

CITY OF NORTH AUGUSTA, SOUTH CAROLINA

By: _____

Name: B. Todd Glover

Title: City Administrator

Date: 10/29/18 _____

Exhibit "F"

List of Settlement items and costs for the GreenJackets Baseball, LLC for the Stadium Ballpark project. This Settlement list is dated 10/29/18 and is attached.

Exhibit F

Item #	Category	Area	Item Description	Settlement Amount
1	Club Level	Suites	Bar Stools/chairs/tables/suite furnishings	\$ 11,750
2	Club Level	Food and Beverage	Portable/Modular bar for club area	\$ 19,703
3	Concourse	Loge Area behind home plate	Caster seats and tables	\$ 13,868
4	Concourse	Front Entry	Main power to SRP sign	\$ 7,000
5	Concourse	Stadium	Trash Receptacles	\$ 27,473
6	Club Level	Suites	CCTV, support system and controller	\$ 7,350
7	Concourse	Outdoor Suite	Tables and Chairs	\$ 1,898
8	Concourse	Food and Beverage	Wood Bar	\$ 1,397
9	Misc.	Other FF&E	Unistrut support for digital menu boards in concessions	\$ 2,518
10	Misc.	Other FF&E	Point of sale equipment	\$ 14,951
11	Misc.	Roof Athletic Light	CO for \$48k on Outfield bldg light -	\$ 14,400
12	Misc.	Field	Field Equipment	\$ 21,394
13	Misc.	Field	Mound and bullpen correction	\$ 6,000

Settlement Sub-Total	\$ 149,702
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ATTACHMENT 12

RESOLUTION NO. 2018-29
ACCEPTING A DEED OF DEDICATION FOR THE STREETS,
SANITARY SEWER, STORMWATER COLLECTION
AND FIRE SUPPRESSION SYSTEMS, DEDICATED OPEN SPACE AND ASSOCIATED
EASEMENTS AND RIGHTS OF WAY, ALONG WITH A MAINTENANCE
GUARANTEE AND LETTER OF CREDIT,
FOR GREGORY LANDING, SECTION 1

WHEREAS, Metro Homesites, LLC. developed Gregory Landing, Section 1, 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 Director of Planning and Development and the City Engineer approved the final subdivision plat for recording on February 22, 2018 and

WHEREAS, it is the policy of the City that, upon approval of a final subdivision plat, the City will, following inspection by the City's Engineering department, accept a deed of dedication for the streets, utilities, 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:

ALL that tract or parcel of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Edgefield, City of North Augusta, consisting of 32.40 acres, and containing sixty-one (61) lots, streets, common areas and water quality ponds, all as shown on a plat dated January 16, 2018, prepared by Southern Partners, Inc., for Metro Homesites, LLC, and recorded on February 23, 2018 in the Office of the Clerk of Court for Edgefield County, S.C., in JR# 40,120; and further shown on said plat as Lots 1-12, Block A; Lots 1-8, Block B; Lots 1-5, Block C; Lots 1-3, Block D; Lots 1-16, Block E; Lots 1-8, Block F; Lots 1-8, Block G; and Lot 1, Block H; together with Common Area 1, containing 5.34 acres; Common Area 2, containing 3.97 acres; Common Area 3, containing 0.99 acre; and Common Area 4, containing 0.11 acre; and the following streets (all 50' right of way): Harlequin Way, Swan Court, and Gregory Landing Drive; and also Water Quality Ponds, all as shown on said plat, reference being made to said plat for a more complete and accurate description of the property hereby conveyed.

RESOLUTION ACCEPTING DEED OF DEDICATION –
GREGORY LANDING, SECTION 1

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Derivation: This is a portion of the same property conveyed to Metro Homesites, LLC by Deed of Virginia Ann Hodson and Priscilla Bradley a/k/a Priscilla Dianne Witek, dated February 29, 2016, and recorded in the said Clerk's Office in Deed Book 1565, pages 7-11; and by Deed of Henry P. Reese, Jr., Barbara R. Herlong, Elsie R. Morgan, Faye M. Speight, and Susan M. Keck dated February 25, 2016, and recorded in said Clerk's Office, in Deed Book 1565, pages 18-22.

Map/Parcel No. (Portion of) 106-00-00-010-000.

ANY AND ALL portion of the aforesaid described property containing and encompassing all of the water lines, sanitary sewer lines, storm water collection systems, valves, connections, and related infrastructure, and appurtenances to said premises belonging or in any way incident or appertaining, located within said property in accordance with and as shown on the above-referenced plat.

TOGETHER WITH all (a) curbs and gutters located within the aforesaid right of way of the streets and roadways; (b) sidewalks located within the aforesaid right of way of the streets and roadways; (c) sanitary sewerage collection systems including lift stations, if applicable, located on the property shown on the aforesaid plat; (d) storm water collection system including storm water detention areas located on the property shown on the aforesaid plat; and (e) greenways or other pedestrian connections outside the road rights-of-way but located on the property shown on the aforesaid plat, and (f) a perpetual and non-exclusive easement and right-of-way for streets, sidewalks, water lines, sanitary sewage and storm water collection systems located on the property shown on the aforesaid plat, as well as the necessary ingress and egress to reach and enter the aforesaid.

BE IT FURTHER RESOLVED that a Maintenance Guarantee and Irrevocable Letter of Credit in the amount of \$138,000 are hereby accepted.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 3RD DAY OF DECEMBER, 2018.

Robert A. Pettit, Mayor

ATTEST:

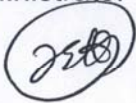
Donna B. Young, City Clerk

Department of Planning and Development



Memorandum # 18-026

City of North Augusta

To: B. Todd Glover, City Administrator
From: Libby Hodges, Director 
Subject: Deed of Dedication for Gregory Landing, Section 1
Date: November 26, 2018

The final subdivision plat for Gregory Landing, Section 1 was approved on February 22, 2018. The developer, Metro Homesites, LLC, has completed the following improvements and requests that the City accept them along with open space, associated easements and rights of way: streets and sanitary sewer, stormwater collection and fire suppression systems. Water service to the subdivision is provided by Edgefield County Water and Sewer Authority. The completed 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.

Certain improvements, namely subdivision sidewalks and street trees, remained unfinished at the time of final plat approval. Construction of the sidewalks and street trees has been guaranteed with a performance guarantee and supporting letter of credit.

The City may accept the streets, sanitary sewer, stormwater collection and fire suppression systems, dedicated open space and associated easements and rights of way for this subdivision. 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 for the streets, sanitary sewer, stormwater collection and fire suppression systems, and associated easements and rights of way;
2. Title Certificate dated March 7, 2018; and



3. Maintenance Guarantee dated November 16, 2018 and valid for a period of 24 months;
4. Irrevocable Letter of Credit in support of the Maintenance Guarantee dated September 25, 2018;
5. Performance Guarantee dated November 16, 2018 and valid for a period of 24 months;
6. Irrevocable Letter of Credit in support of the Performance Guarantee dated September 25, 2018;
7. Final subdivision plat approved by the City Engineer and the Director of Planning and Development and recorded by the Edgefield County RMC.

Additionally, a reduced copy of the final plat is attached for agenda reproduction.

Please schedule the resolution accepting the Gregory Landing, Section 1 Deed of Dedication for City Council consideration at the next available meeting.

RETURN TO:

Donald H. White, P.C.
924 Stevens Creek Road, Ste. 101
Augusta, Ga. 30907

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

DEED OF DEDICATION

THIS INDENTURE, made and entered into this 13th day of November, 2018, by and between METRO HOMESITES, LLC., hereinafter referred to as the Party of the First Part, and CITY OF NORTH AUGUSTA, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the County of Aiken, State of South Carolina, acting by and through its City Council and Mayor, hereinafter referred to as the Party of the Second Part.

WITNESSETH

WHEREAS: With regard to the property described as follows:

All that tract or parcel of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Edgefield, City of North Augusta, consisting of 32.40 acres, and containing sixty-one (61) lots, streets, common areas and water quality ponds, all as shown on a plat dated January 16, 2018, prepared by Southern Partners, Inc., for Metro Homesites, LLC, and recorded on February 23, 2018, in the Office of the Clerk of Court for Edgefield County, S.C., in JR# 40,120; and further shown on said plat as Lots 1-12, Block A; Lots 1-8, Block B; Lots 1-5, Block C; Lots 1-3, Block D; Lots 1-16, Block E; Lots 1-8, Block F; Lots 1-8, Block G; and Lot 1, Block H; together with Common Area 1, containing 5.34 acres; Common Area 2, containing 3.97 acres; Common Area 3, containing 0.99 acre; and Common Area 4, containing 0.11 acre; and the following streets (all 50' right of way): Harlequin Way, Swan Court, and Gregory Landing Drive; and also Water Quality Ponds, all as shown on said plat, reference being made to said plat for a more complete and accurate description of the property.

Derivation: This is a portion of the same property conveyed to Metro Homesites, LLC by Deed of Virginia Ann Hodson and Priscilla Bradley a/k/a Priscilla Dianne Witek, dated February 29, 2016, and recorded in the said Clerk's Office in Deed Book 1565, pages 7-11; and by Deed of Henry P. Reese, Jr., Barbara R. Herlong, Elsie R. Morgan, Faye M. Speight, and Susan M. Keck dated February 25, 2016, and recorded in said Clerk's Office, in Deed Book 1565, pages 18-22.

Map/Parcel No. (Portion of) 106-00-00-010-000

THE PARTY OF THE FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the Second Part, the receipt of which is hereby acknowledged, and by way of dedication to the Party of the Second Part, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the Second Part, its successors and assigns, the following described property, to-wit:

ANY AND ALL portion of the aforesaid described property containing and encompassing all of the water lines, sanitary sewer lines, storm water collection systems, valves, connections, and related infrastructure, and appurtenances to said premises belonging or in any way incident or appertaining, located within said property in accordance with and as shown on the above-referenced plat.

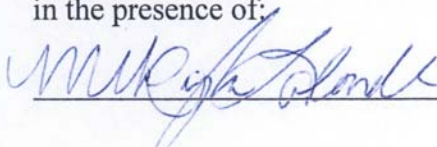
TOGETHER WITH all (a) curbs and gutters located within the aforesaid right of way of the streets and roadways; (b) sidewalks located within the aforesaid right of way of the streets and roadways; (c) sanitary sewerage collection systems including lift stations, if applicable, located on the property shown on the aforesaid plat; (d) storm water collection system including storm water detention areas located on the property shown on the aforesaid plat; and (e) greenways or other pedestrian connections outside the road rights-of-way but located on the property shown on the aforesaid plat, and (f) a perpetual and non-exclusive easement and right-of-way for streets, sidewalks, water lines, sanitary sewage and storm water collection systems located on the property shown on the aforesaid plat, as well as the necessary ingress and egress to reach and enter the aforesaid.

Grantee's Address: P.O. Box 6400
North Augusta, South Carolina 29841
Attn: North Augusta City Clerk

TO HAVE AND TO HOLD SAID PROPERTY and all singular the members and appurtenances therein belonging as aforesaid, and every part thereof, unto the said Party of the Second Part, its successors and assigns, forever in FEE SIMPLE.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
in the presence of:






Notary Public

My commission expires: 10/06/19

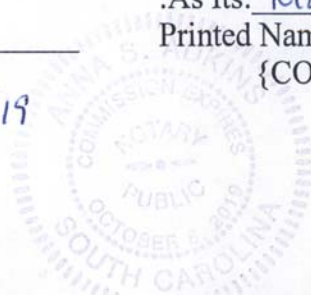
:
:METRO HOMESITES, LLC

:
:By:  L.S.

:As Its: Manager

Printed Name: Mark Gilliam

{CORPORATE SEAL}

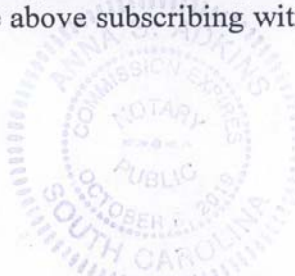


ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Sworn to, subscribed and acknowledged before me by Metro Homesites, LLC, by and through its authorized officer, and the above subscribing witness, this 13th day of November, 2018.

Anna Perkins (seal)
Notary Public,
My commission expires: 10/06/19



IN WITNESS WHEREOF, on this _____ day of _____, 2018, the herein below Party of the Second Part has executed this Deed of Dedication.

CITY OF NORTH AUGUSTA,
SOUTH CAROLINA

Signed, sealed and delivered
in the presence of:

By: _____
As its: _____

Witness

Attest: _____
As its: _____

Witness

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Sworn to, subscribed and acknowledged before me by City of North Augusta, South Carolina, by and through its authorized representative and agent, and the above subscribing witness, this _____ day of _____, 2018.

(seal)
Notary Public,
My commission expires:

LAW OFFICES OF

DONALD H. WHITE
A PROFESSIONAL CORPORATION

Licensed in Georgia and South Carolina

924 Stevens Creek Road, Suite 101
Augusta, Georgia 30907
(706) 860-6810
(706) 860-1549 Fax

511 W. Martintown Road
North Augusta, SC 29841
(803) 202-0212
E-Mail: don@donwhitelaw.com
www.donwhitelaw.com

March 7, 2018

City of North Augusta Planning and Zoning Department
100 Georgia Avenue, Second Floor
North Augusta, South Carolina 29841

Re: Metro Homesites, LLC
Title Certification for Gregory Landing Subdivison, Section 1 (acreage)

CERTIFICATE OF TITLE

I am an attorney admitted to practice law in the State of South Carolina. The opinion set forth in this Certificate of Title may be relied upon only by the City of North Augusta, South Carolina, its successors and assigns, and its legal counsel, but no other party without my prior written consent.

I certify that an examination has been made of the pertinent public records duly indexed and filed in the office of the Clerk of Court, Register of Deeds, Judge of Probate (in the event title passed by descent or devise) and Treasurer's Office for Edgefield County and the City of North Augusta, as of March 5, 2018, at 5:00 p.m., which affects the title to the real property described on Exhibit "A" attached hereto and based upon such examination (expressly excluding matters not shown by records herein listed), it is our opinion that Metro Homesites, LLC, a limited liability company authorized to transact business in South Carolina, has a marketable, fee simple, recordable title thereto free and clear of all liens and encumbrances, except as set forth in Exhibit "B" attached hereto and made a part hereof for all purposes.

Donald H. White, P.C.

By: _____

Donald H. White
Attorney at Law
S.C. Bar No. 6273

EXHIBIT "A"

All that tract or parcel of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Edgefield, City of North Augusta, consisting of 32.40 acres, and containing sixty-one (61) lots, streets, common areas and water quality ponds, all as shown on a plat dated January 16, 2018, prepared by Southern Partners, Inc., for Metro Homesites, LLC, and recorded on February 23, 2018, in the Office of the Clerk of Court for Edgefield County, S.C., in Judgment Roll 40,120; and further shown on said plat as Lots 1-12, Block A; Lots 1-8, Block B; Lots 1-5, Block C; Lots 1-3, Block D; Lots 1-16, Block E; Lots 1-8, Block F; Lots 1-8, Block G; and Lot 1, Block H; together with Common Area 1, containing 5.34 acres; Common Area 2, containing 3.97 acres; Common Area 3, containing 0.99 acre; and Common Area 4, containing 0.11 acre; and the following streets (all 50' right of way): Harlequin Way, Swan Court, and Gregory Landing Drive; and also Water Quality Ponds, all as shown on said plat, reference being made to said plat for a more complete and accurate description of the property hereby conveyed.

Derivation: This is a portion of the same property conveyed to Metro Homesites, LLC by Deed of Virginia Ann Hodson and Priscilla Bradley a/k/a Priscilla Dianne Witek, dated February 29, 2016, and recorded in the said Clerk's Office in Deed Book 1565, pages 7-11; and by Deed of Henry P. Reese, Jr., Barbara R. Herlong, Elsie R. Morgan, Faye M. Speight, and Susan M. Keck dated February 25, 2016, and recorded in said Clerk's Office, in Deed Book 1565, pages 18-22.

Map/Parcel No. (Portion of) 106-00-00-010-000

EXHIBIT "B"

1. County of Edgefield taxes for tax year 2018, which are accruing but not yet due and payable. County of Edgefield taxes for previous years are paid with no delinquency noted of record.
2. City of North Augusta taxes for tax year 2018, which are accruing but not yet due and payable. City of North Augusta taxes for previous years are not owed.
3. Mortgage in favor of State Bank and Trust Company, dated February 29, 2016, recorded on March 10, 2016, in Book 1565, pages 23-35, in the Office of the Clerk of Court for Edgefield County, South Carolina, in the original amount of \$891,400.00.
4. Easement in favor of South Carolina Electric & Gas Company dated August 27, 1968, and recorded in Deed Book 42, page 378, Edgefield County records.
5. Matters as shown on a plat of Gregory Landing, Section 1, dated January 16, 2018, prepared by Southern Partners, Inc., submitted to the City of North Augusta for approval.
6. Matters occurring subsequent to the inclusive dated of title examination.
7. Matters which would not be revealed by a review of the public records regarding a proposed purchaser/borrower, who is not a current owner of the property.
8. Compliance with any local, county, state or federal government law or regulation relative to environment, zoning, subdivision, occupancy, use, construction or development of the subject property.
9. Judgments, liens, and proceedings filed only in Federal Court. (Upon the filing of a petition in Bankruptcy, title to real property vests in the Trustee in Bankruptcy and notice thereof is not always required to be filed in the County in which the Bankrupt debtor owns property; federal condemnation proceedings may vest property in the Federal Government.)
10. **STANDARD EXCEPTIONS:** Interests or claims not disclosed by public records, including but not limited to:
 - (a) Unrecorded mechanics or materialmen's liens. (Liens may be filed by persons or entities furnishing labor or materials to any improvements on real property within 90 days of performance or furnishing of materials.)
 - (b) Unrecorded leases.
 - (c) Matters that may defeat or impair title which do not appear on record.
 - (d) Taxes, Special Assessments and other governmental charges that are not shown as existing liens by the public records.
 - (e) Civil actions where no notice of *lis pendens* appears of record.

STATE OF SOUTH CAROLINA)
) **MAINTENANCE GUARANTEE**
COUNTY OF EDGEFIELD)

NAME OF SUBDIVISION: **Gregory Landing, Section 1**

DEVELOPER/OWNER: **Metro Homesites, LLC**

DATE OF FINAL SUBDIVISION PLAT APPROVAL: **February 22, 2018**

MAINTENANCE GUARANTEE AMOUNT: **\$138,000**

WHEREAS, Metro Homesites, LLC has submitted a final plat for Gregory Landing, Section 1, prepared by Southern Partners, Inc. dated January 16, 2018, for 61 lots situated in the City of North Augusta, County and State aforesaid; and

WHEREAS, the North Augusta Planning Commission, meeting on June 16, 2016, did grant major subdivision plan (preliminary plat) approval for Gregory Landing, Section 1, and the Director of Planning and Development and the City Engineer signed the major subdivision plan (preliminary plat) on August 29, 2016; and

WHEREAS, the developer developed the approved major subdivision plan for Gregory Landing; and

WHEREAS, the City Engineer has inspected the infrastructure improvements 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, pursuant to §5.8.4 of the North Augusta Development Code, the Director of Planning and Development and the City Engineer approved the final subdivision plat for recording on February 22, 2018; and

WHEREAS, the Director of Planning and Development and the City Engineer recommend 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 subdivision plat for Gregory Landing, 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. Streets;
- B. Fire suppression elements of the water distribution system;
- C. Sanitary sewerage collection system;
- D. Stormwater collection system; and
- E. Easements and rights of way for streets.

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 final plat, the improvements will not fail, for any reason, with the exception of force majeure;
- B. The Developer has submitted the Deed of Dedication and a monetary guarantee, in the form of an Irrevocable Letter of Credit in the amount of \$138,000, 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:

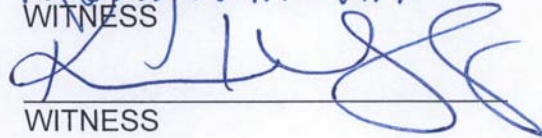
- A. This Maintenance Guarantee shall be considered violated and in default with the City having full right and authority to make claims on the guarantee amount provided for herein.
- B. The City may make claim against the full amount of the monetary guarantee, until such time as the City is able to 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, Metro Homesites, LLC has caused these presents to be executed this 16 day of November, 2018.



WITNESS



WITNESS

BY: 

MARK GILLIAM
ITS: MANAGER

ACCEPTED THIS _____ DAY OF _____, 20__.

City of North Augusta

WITNESS

BY:

B. TODD GLOVER
ITS: CITY ADMINISTRATOR

WITNESS



00000028413275257147009252018L01

IRREVOCABLE LETTER OF CREDIT

Borrower: METRO HOMESITES, LLC
924 STEVENS CREEK ROAD
AUGUSTA, GA 30907-0000

Lender: STATE BANK AND TRUST COMPANY
AUGUSTA CONSTRUCTION
2743 PERIMETER PARKWAY
BUILDING 100, SUITE 100
AUGUSTA, GA 30909
(706) 821-6000

Beneficiary: CITY ADMINISTRATOR
CITY OF NORTH AUGUSTA- C/O MR. B. TODD GLOVER
NORTH AUGUSTA, SC

NO.: 28413275257

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 02-22-2020 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of One Hundred Thirty-eight Thousand & 00/100 Dollars (\$138,000.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: EACH DRAFT MUST BE ACCOMPANIED BY THE FOLLOWING: A SIGHT DRAFT DRAWN BY BENEFICIARY ON ISSUER IN ADDITION TO ANY OTHER DOCUMENTS REQUIRED BY LENDER

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER STATE BANK AND TRUST COMPANY IRREVOCABLE LETTER OF CREDIT NO. 28413275257 DATED 09-25-2018," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are not permitted under this Letter of Credit.

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Georgia.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: September 25, 2018

STATE OF SOUTH CAROLINA

)

PERFORMANCE GUARANTEE

COUNTY OF EDGEFIELD

)

(Sidewalks and Street Trees)

THIS AGREEMENT IS MADE AND ENTERED INTO this 16th day of November 2018 by and between Metro Homesites, LLC hereinafter known as "Applicant", and the City of North Augusta, hereinafter known as "City". The designations Applicant and City as used herein shall include said parties, their heirs, successors and assigns.

WITNESSETH:

WHEREAS, the Applicant has received approval for Application PP 16-001, a major subdivision plan to construct sixty-one (61) single-family homes in Section 1 of Gregory Landing subdivision, a portion of Tax Parcel Number 106-00-00-009; and

WHEREAS, City approval of the major subdivision plan required site improvements of sidewalks and street trees in accordance with City development standards and the City Engineer estimates the cost to construct these improvements in Section 1 to be \$130,170; and

WHEREAS, the Applicant wishes to sell lots and construct homes in Gregory Landing, Section 1 prior to completion of the remaining site improvements and the City requires assurance that site improvements will be completed in a timely manner and in accordance with the approved major subdivision plan; and

WHEREAS, pursuant to §5.8.6 of the North Augusta Development Code, the City requires that the Applicant execute a Performance Guarantee supported by a letter of credit or other form of monetary guarantee in the amount of one hundred sixty-three thousand (\$163,000.00), representing one hundred twenty-five percent (125%) of the estimated construction cost, to guarantee completion of the remaining site improvements.

IT IS HEREBY AGREED AS FOLLOWS:


1. The Applicant has provided a monetary guarantee, in the form of a Letter of Credit, in the amount of \$163,000 which is valid for a period of twenty-five (25) months from the date of final plat approval; and
2. The Applicant will complete the remaining site improvements not later than twenty-four (24) months following the effective date of this Performance Guarantee in accordance with City development standards and the approved specifications in the Applicant's major subdivision plan dated May 16, 2016, last revised on August 4, 2016 and approved on August 29, 2016; and

3. The City Engineer shall regularly inspect the site improvement installation and exercise reasonable discretion to determine if the site improvement installation has been timely completed in conformity with City standards and approved major subdivision plan specifications; and
4. The City Engineer, upon receipt of the Applicant's request to reduce the monetary guarantee amount held by the City based on satisfactory partial completion of required improvements during the twenty-four month improvement installation period, shall have the discretion to approve and implement said request; and
5. If the City Engineer approves the final inspection of the finished site improvements either on a date earlier than the expiration of the Performance Guarantee or at the time of the expiration of the Performance Guarantee, the City shall acknowledge in writing that the Applicant has fully performed under the terms of the Performance Guarantee and release the monetary guarantee, provided that the Applicant has executed and the City has accepted a twenty-four (24) month Maintenance Guarantee supported by a letter of credit or other form of monetary guarantee in an amount equal to fifteen percent (15%) of the cost of the improvements subject to this Performance Guarantee; and
6. If the Applicant fails to provide the Maintenance Guarantee as required, the City is authorized to exercise its right to draw upon the held monetary guarantee in an amount equal to fifteen percent (15%) of the total in order to guarantee the maintenance of the site improvements for a period of twenty-four (24) months; and
7. If for any reason within the time limit established in Section 2 above, the Applicant, upon written notice given thirty (30) days in advance by the City Engineer, has not completed the installation of the remaining site improvements, the following conditions shall prevail:
 - a. The City Engineer shall have full and absolute discretion and authority in determining whether or not a failure or default has occurred under the terms of this Performance Guarantee;
 - b. In the event the Applicant fails to timely complete installation of the remaining site improvements in accordance with the approved major subdivision plan, after receiving the notice provided for above, the City shall have the right to make claims on the funds provided by the Applicant to support the Performance Guarantee;
 - c. In the event of a failure or default, the City reserves the exclusive right to determine who may be retained to complete installation of the remaining site improvements; and

- d. Any excess funds over and above those needed to complete installation of the remaining site improvements shall be refunded to the Applicant. The determination of such excess is to be under the sole discretion of the City.

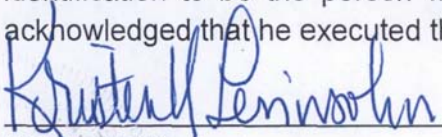
IN WITNESS WHEREOF, the undersigned have executed this instrument the day and year above first written.

Metro Homesites, LLC

By: 
 Mark Gilliam
 As its: Manager

State of Georgia
 County of Columbia

On this 16 day of 11, 2018, before me personally appeared Mark L. Gilliam who provided satisfactory evidence of his identification to be the person whose name is subscribed to this instrument, and he acknowledged that he executed the foregoing instrument.


 Notary Public

County, State of _____
 My commission expires: _____



Accepted this _____ day of _____, 20__.

THE CITY OF NORTH AUGUSTA

By: _____

B. Todd Glover

As its: City Administrator

State of South Carolina
County of Aiken

On this _____ day of _____, 20__, before me personally appeared B. Todd Glover, North Augusta City Administrator, who provided satisfactory evidence of his identification to be the person whose name is subscribed to this instrument, and he acknowledged that he executed the foregoing instrument.

Notary Public
Aiken County, South Carolina
My commission expires: _____



00000028413275232147009252018L01

IRREVOCABLE LETTER OF CREDIT

Borrower: METRO HOMESITES, LLC
924 STEVENS CREEK ROAD
AUGUSTA, GA 30907-0000

Lender: STATE BANK AND TRUST COMPANY
AUGUSTA CONSTRUCTION
2743 PERIMETER PARKWAY
BUILDING 100, SUITE 100
AUGUSTA, GA 30909
(706) 821-6000

Beneficiary: CITY ADMINISTRATOR
CITY OF NORTH AUGUSTA- C/O MR. B. TODD GLOVER
NORTH AUGUSTA, SC

NO.: 28413275232

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 09-25-2019 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of One Hundred Sixty-three Thousand & 00/100 Dollars (\$163,000.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: EACH DRAFT MUST BE ACCOMPANIED BY THE FOLLOWING: A SIGHT DRAFT DRAWN BY BENEFICIARY ON ISSUER IN ADDITION TO ANY OTHER DOCUMENTS REQUIRED BY LENDER

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER STATE BANK AND TRUST COMPANY IRREVOCABLE LETTER OF CREDIT NO. 28413275232 DATED 09-25-2018," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are not permitted under this Letter of Credit.

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Georgia.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: September 25, 2018



OWNER'S CERTIFICATION
 I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE CITY OF NORTH CAROLINA AND THAT THE CITY HAS THE RIGHT TO TAKE THE SAME FOR PUBLIC USE AND THAT THE CITY HAS THE RIGHT TO TAKE THE SAME FOR PUBLIC USE AND THAT THE CITY HAS THE RIGHT TO TAKE THE SAME FOR PUBLIC USE.

CITY ENGINEER'S CERTIFICATION
 I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE CITY OF NORTH CAROLINA AND THAT THE CITY HAS THE RIGHT TO TAKE THE SAME FOR PUBLIC USE AND THAT THE CITY HAS THE RIGHT TO TAKE THE SAME FOR PUBLIC USE.

PLANNING COMMISSION CERTIFICATION
 I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE CITY OF NORTH CAROLINA AND THAT THE CITY HAS THE RIGHT TO TAKE THE SAME FOR PUBLIC USE AND THAT THE CITY HAS THE RIGHT TO TAKE THE SAME FOR PUBLIC USE.

PROPERTY ENGINEER'S CERTIFICATION
 I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE CITY OF NORTH CAROLINA AND THAT THE CITY HAS THE RIGHT TO TAKE THE SAME FOR PUBLIC USE AND THAT THE CITY HAS THE RIGHT TO TAKE THE SAME FOR PUBLIC USE.

SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE CITY OF NORTH CAROLINA AND THAT THE CITY HAS THE RIGHT TO TAKE THE SAME FOR PUBLIC USE AND THAT THE CITY HAS THE RIGHT TO TAKE THE SAME FOR PUBLIC USE.

RECORD PLAT
 SECTION 1
GREGORY LANDING
 PROPERTY LOCATED NORTH OF I-85 IN THE CITY OF NORTH CAROLINA
 EDGEFIELD COUNTY, SOUTH CAROLINA
 DATE: JANUARY 10, 2018. SCALE: 1" = 40'
 BY: FEBRUARY 13, 2018 (City of North Carolina Commission)

PREPARED BY:
METRO HOMESITES, LLC
 601 W. 10TH STREET, SUITE 200, CHARLOTTE, NC 28202
 (704) 375-1111

DESIGNED BY:
SOUTHERN PARTNERS, INC.
 100 W. 10TH STREET, SUITE 200, CHARLOTTE, NC 28202
 (704) 375-1111

SCALE: 1" = 40'

LAND SURVEYOR
 (Seal)

REGISTERED PROFESSIONAL ENGINEER
 (Seal)

PROJECT DATA

TOTAL NO. OF LOTS	60
TOTAL AREA ACRES	22.48 AC
AVERAGE LOT SIZE	13,800 S.F.
MINIMUM LOT SIZE	10,000 S.F.
MINIMUM ACRE	4.33 AC
CONTR.	0.32
MAP NUMBER & DATE	REC 108-000-000-000

GENERAL NOTES

1. LOT DIMENSIONS SHOWN AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
3. THERE IS A 15' MINIMUM BUILDING LINE ALONG THE FRONT OF ALL LOTS, 5' FROM THE FRONT PROPERTY LINE UNLESS OTHERWISE NOTED.
4. SIDEYARD SETBACKS SHALL BE AS SHOWN ON THIS PLAN UNLESS OTHERWISE NOTED.
5. REAR YARD SETBACKS SHALL BE AS SHOWN ON THIS PLAN UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
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ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

ATTACHMENT 13

RESOLUTION NO. 2018-30
ACCEPTING A DEED OF DEDICATION FOR AN OFF-SITE SANITARY SEWER LINE
AND ASSOCIATED EASEMENT FROM NAP PROPERTIES, LLC AND NORTH
AUGUSTA PEDIATRICS, LLC

WHEREAS, Dr. David Allen developed North Augusta Pediatrics at 140 Allen Court according to the requirements of the North Augusta Development Code and the City, and including a sanitary sewer line and associated easement;

WHEREAS, pursuant to §5.6.5 of the North Augusta Development Code, the Director of Planning and Development and the City Engineer approved the minor subdivision plat for Dr. David Allen on March 29, 2018;

WHEREAS, it is the policy of the City that, upon completion of the improvements associated with an approved minor site plan, the City will, following inspection by the City's Engineering Department, accept a deed of dedication for the streets, utilities, etc. for the purpose of ownership and maintenance; 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:

ALL that certain sanitary sewer line easement shown and designated as "20' Sanitary Sewer Easement Centered on Line" as shown and delineated on a Minor Subdivision Plat for Dr. David Allen prepared by Toole Surveying Company, Inc. dated November 14, 2016, last revised February 21, 2018 and recorded in the Office of the RMC for Edgefield County, South Carolina, in Judgment Roll # 40137. Reference is made to said plat, which is incorporated herein by reference, for a more complete and accurate description as to the metes, bounds and location of said property.

BEING the same property conveyed to NAP Properties, LLC by deed of Prescott Properties, LLC dated September 3, 2015 and recorded September 8, 2015 in Book 1541, Page 63, Edgefield County Records. Thereafter, NAP Properties, LLC conveyed a portion of said property to North Augusta Pediatrics, LLC by deed dated March 10, 2017 and recorded March 13, 2017 in Book 1619, Page 79, Edgefield County Records.

Tax Map & Parcel: Portion of 106-00-00-068
 Portion of 106-00-00-070
 Portion of 106-00-00-061

RESOLUTION ACCEPTING DEED OF DEDICATION –
NORTH AUGUSTA PEDIATRICS

Page 2

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 3RD
DAY OF DECEMBER, 2018.

Robert A. Pettit, Mayor

ATTEST:


Donna B. Young, City Clerk

Department of Planning and Development



Memorandum # 18-025

City of North Augusta

To: B. Todd Glover, City Administrator
From: Libby Hodges, AICP, Director 
Subject: Deed of Dedication for North Augusta Pediatrics
Date: November 20, 2018

The minor site plan for North Augusta Pediatrics was approved on January 5, 2017. The owner has completed the required utility improvements and requests that the City accept an existing sanitary sewer line along with associated easements. A minor subdivision plat showing the easement was prepared for Dr. David Allen and approved on March 29, 2018 by staff. 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 sewer line along with associated easements for this commercial project. A draft resolution for the acceptance of the dedication is attached and a digital copy has been forwarded to the City Clerk.

The following documents are attached:

1. Deed of Dedication for sanitary sewer line and associated easements; and
2. Title Certificate dated May 17, 2018; and
3. Partial Mortgage Release dated June 1, 2018 and recorded by the Edgefield County RMC; and
4. Easement plat approved by the City of North Augusta and recorded by the Edgefield County RMC.

Please schedule the resolution accepting the North Augusta Pediatrics Deed of Dedication for City Council consideration at the next available meeting.

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF EDGEFIELD)

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That NAP PROPERTIES, LLC, NORTH AUGUSTA PEDIATRICS, LLC and COVENANT FAMILY PROPERTIES, LLC (hereinafter called “Grantors”), FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND BY WAY OF DEDICATION to THE CITY OF NORTH AUGUSTA, a body politic and corporate and a political subdivision of the County of Aiken and State of South Carolina (hereinafter called “Grantee”), the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto Grantee, its successors and assigns, the following described real estate, to wit:

ALL that certain sanitary sewer line easement shown and designated as “20’ Sanitary Sewer Easement Centered on Line” as shown and delineated on a Minor Subdivision Plat for Dr. David Allen prepared by Toole Surveying Company, Inc. dated November 14, 2016, last revised February 21, 2018 and recorded in the Office of the RMC for Edgefield County, South Carolina, in Judgment Roll # 40,137. Reference is made to said plat, which is incorporated herein by reference, for a more complete and accurate description as to the metes, bounds and location of said property.

BEING the same property conveyed to NAP Properties, LLC by deed of Prescott Properties, LLC dated September 3, 2015 and recorded September 8, 2015 in Book 1541, Page 63, Edgefield County Records. Thereafter, NAP Properties, LLC conveyed a portion of said property to North Augusta Pediatrics, LLC by deed dated March 10, 2017 and recorded March 13, 2017 in Book 1619, Page 79, Edgefield County Records.

Tax Map & Parcel: Portion of 106-00-00-068
Portion of 106-00-00-070
Portion of 106-00-00-061

Grantee's Address: Post Office Box 6400
North Augusta, South Carolina 29861

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

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said Grantee, its successors and assigns forever, and the Grantors do hereby bind themselves and their successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against Grantors and Grantors' successors and assigns and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Hand and Seal of the Grantors this 11 day of May, 2018.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witness:

Artida Gonzalez-Galvan

NAP PROPERTIES, LLC

By: John David Allen (LS)
John David Allen, Sole Member

Witness:

Jessica A. Kyser

STATE OF SC)

COUNTY OF Aiken)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that John David Allen personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of NAP Properties, LLC

Witness my hand and official seal this the 11 day of May, 2018.

Jessica A. Kyser
Notary Public for the State of SC
My Commission Expires: 10-27-25

[NOTARY SEAL]



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witness: Alida Gonzalez Galvan

NORTH AUGUSTA PEDIATRICS,
LLC

By: J. Allen (LS)
John David Allen, Sole Member

Witness: Jessica A. Kyser

STATE OF SC)

COUNTY OF Aiken)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that John David Allen personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of North Augusta Pediatrics, LLC

Witness my hand and official seal this the 11 day of May, 2018.

Jessica A. Kyser
Notary Public for the State of SC
My Commission Expires: 10.27.25

[NOTARY SEAL]



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

COVENANT FAMILY
PROPERTIES, LLC

Witness: Jonathan Clark

By: Matthew T. Clark (LS)
Matthew T. Clark, Sole Member

Witness: Jessica A. Kyser

STATE OF SC)
COUNTY OF Aiken)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Matthew T. Clark personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Covenant Family Properties, LLC.

Witness my hand and official seal this the 11 day of May, 2018.

Jessica A. Kyser
Notary Public for the State of SC
My Commission Expires: 10.27.25

[NOTARY SEAL]



PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information of this affidavit and I understand such information.
2. The property being transferred is located in Edgefield County, bearing Edgefield County Tax Map Number: 106-00-00-068 et al. (Portion) was transferred by North Augusta Pediatrics, LLC, NAP Properties, LLC and Covenant Family Properties, LLC to The City of North Augusta on _____, 2018.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X _____ exempt from the deed recording fee because (See Information section of affidavit):
#2 _____
(If exempt, please skip items 4 – 7 and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$_____.
 - (b) _____ The fee is computed on the fair market value or the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No X _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	\$0
(b) Place the amount listed in item 5 above here:	-0-
(c) Subtract Line 6(b) from Line 6(a) and place result here:	<u>\$0</u>
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$_____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
Grantor
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 11
Day of May, 2018.

Jessica A. Kyser
Notary Public for South Carolina
My Commission Expires: 10-27-25

John David Allen
Responsible Person Connected with the Transaction

John David Allen
Print or Type Name Here



INFORMATION:

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any rights. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

EXCEPTED FROM THE FEE ARE DEEDS:

1. transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
2. transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
3. that are otherwise exempted under the laws and Constitution of this State or the United States;
4. transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
5. transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interest in the realty that are being exchanged in order to partition the realty;
6. transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
7. that constitute a contract for the sale of timber to be cut;
8. transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty for a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
9. transferring realty from a family partnership to a partner or from family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
10. transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
11. transferring realty in a merger or consolidation from constituent partnership to the continuing or new partnership;
12. that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid to or is to be paid under the corrective or quitclaim deed; and,
13. transferring realty subject to a mortgage whether by a deed in lieu or foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.
14. transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
15. transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or take functional control of electric transmission assets as defined in the Federal Power Act.

SMITH, MASSEY, BRODIE, GYNN & MAYES, LLC

ATTORNEYS AND COUNSELORS AT LAW

GARY H. SMITH, III
WM. RAY MASSEY*
BRAD A. BRODIE
MARY O. GYNN**
W. DANIEL MAYES
SCOTT W. PATTERSON
*ALSO LICENSED IN NORTH CAROLINA
**ALSO LICENSED IN GEORGIA

POST OFFICE BOX 519
210 COLONY PARKWAY, SOUTHEAST
AIKEN, SOUTH CAROLINA 29802

TELEPHONE
(803) 643-4110
FACSIMILE
(803) 643-8140
(803) 644-9057

CERTIFICATE OF TITLE

TO: City of North Augusta

RE: Twenty Foot (20') Sanitary Sewer Easement

EFFECTIVE DATE: 05/17/18 at 08:00 AM

PROPERTY:

See Exhibit A attached hereto and incorporated herein

Fee Simple Owner(s): NAP Properties, LLC, North Augusta Pediatrics, LLC and
Covenant Family Properties, LLC

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

BASED UPON SUCH INVESTIGATION, it is our opinion that NAP Properties, LLC, North Augusta Pediatrics, LLC and Covenant Family Properties, LLC is/are 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. Waivers as set forth in that certain Deed from VRF Hudson Place LLC to Prescott Properties, LLC dated August 23, 2011 and recorded August 30, 2011 in Book 1343, Page 71, Edgefield County Records.
2. Deed of Easement (Sanitary Sewer Line) from Central Savannah River Land Trust, Inc. in favor of NAP Properties, LLC recorded September 8, 2015 in Book 1541, Page 60, Edgefield County Records.
3. Declaration of Covenants, Conditions, Restrictions and Easements for Allen Court dated March 30, 2018 and recorded April 2, 2018 in Book 1675, Page 5, Edgefield County Records.

4. Easement in favor of South Carolina Electric & Gas Company dated June 29, 2017 and recorded July 5, 2017 in Book 1635, Page 115, Edgefield County Records.

5. Matters as shown and delineated on a Minor Subdivision Plat for Dr. David Allen prepared by Toole Surveying Company, Inc. dated November 14, 2016, last revised February 23, 2018 and recorded in the Office of the RMC for Edgefield County, South Carolina, in Judgment Roll # 40,137 including (1) 20 foot water easement centered on line; and (2) 20 foot sanitary sewer easement crosses Allen Court (ingress-egress easement and utility easement).

6. Mortgage from North Augusta Pediatrics, LLC to South State Bank, dated March 9, 2017, filed for record on March 13, 2017 in Record Book 1619, Page 83, Edgefield County Records.

7. Mortgage from Covenant Family Properties, LLC to Queensborough National Bank and Trust Company dated April 16, 2018 and recorded April 18, 2018 in Book 1667, Page 5, Edgefield County Records.

8. Matters and things which would be revealed by a current and accurate survey of the subject property.

9. Matters occurring subsequent to the inclusive dates of examination.

10. Matters which would not be revealed by a review of the public records regarding a proposed purchaser/borrower, who is not a current owner of the property.

11. Compliance with any local, county, state or federal government law or regulation relative to environment, zoning, subdivision, occupancy, use, construction, or development of the subject property.

12. Judgments, liens, and proceedings filed only in Federal Court. (Upon the filing of a petition in Bankruptcy, title to real property vests in the Trustee in Bankruptcy and notice thereof is not always required to be filed in the County in which the Bankrupt owns property; federal condemnation proceedings may vest property in the Federal government.)

13. STANDARD EXCEPTIONS: Interests or claims not disclosed by public records, including but not limited to:

a. Unrecorded Mechanics' or Materialmen's liens. (Liens may be filed by persons or entities furnishing labor or materials to any improvements on real property within 90 days of performance or furnishing of materials.)

b. Unrecorded leases.

c. Matters that may defeat or impair title which do not appear on record.

- d. Taxes, Special Assessments and other governmental charges that are not shown as existing liens by the public records.
- e. Civil actions where no notice of *lis pendens* appears of record.

SMITH, MASSEY, BRODIE, GUYNN & MAYES, LLC

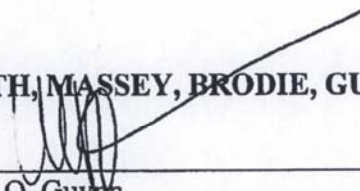
By: 
Mary O. Gynn
Post Office Box 519
Aiken, South Carolina 29802
(803) 643-4110
Examining Attorney

EXHIBIT A

PROPERTY DESCRIPTION

ALL that certain sanitary sewer line easement shown and designated as "20' Sanitary Sewer Easement Centered on Line" as shown and delineated on a Minor Subdivision Plat for Dr. David Allen prepared by Toole Surveying Company, Inc. dated November 14, 2016, last revised February 21, 2018 and recorded in the Office of the RMC for Edgefield County, South Carolina, in Judgment Roll # 40,137. Reference is made to said plat, which is incorporated herein by reference, for a more complete and accurate description as to the metes, bounds and location of said property.

BEING the same property conveyed to NAP Properties, LLC by deed of Prescott Properties, LLC dated September 3, 2015 and recorded September 8, 2015 in Book 1541, Page 63, Edgefield County Records. Thereafter, NAP Properties, LLC conveyed a portion of said property to North Augusta Pediatrics, LLC by deed dated March 10, 2017 and recorded March 13, 2017 in Book 1619, Page 79, Edgefield County Records. In addition, NAP Properties, LLC conveyed a portion to Covenant Family Properties, LLC by deed dated April 13, 2018 and recorded April 18, 2018 in Book 1677, Page 1, Edgefield County Records.

Tax Map & Parcel: Portion of 106-00-00-068
 Portion of 106-00-00-070
 Portion of 106-00-00-061

201800001825
Filed for Record in
EDGEFIELD COUNTY, SC
CHARLES L. REEL, CLERK OF COURT
06-14-2018 At 10:33 am.
PAR MTG REL 7.00
OR Book 1685 Page 320 - 321

STATE OF SOUTH CAROLINA)
) PARTIAL MORTGAGE RELEASE
COUNTY OF EDGEFIELD)

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, SOUTH STATE BANK does hereby release from the lien of that certain Mortgage executed by NORTH AUGUSTA PEDIATRICS, LLC dated March 9, 2017 and recorded March 13, 2017 in Book 1619, Page 83, Edgefield County Records the following described real estate to wit:

ALL that certain sanitary sewer line easement shown and designated as "20' Sanitary Sewer Easement Centered on Line" as shown and delineated on a Minor Subdivision Plat for Dr. David Allen prepared by Toole Surveying Company, Inc. dated November 14, 2016, last revised February 21, 2018 and recorded in the Office of the RMC for Edgefield County, South Carolina, in Judgment Roll # 40,137. Reference is made to said plat, which is incorporated herein by reference, for a more complete and accurate description as to the metes, bounds and location of said property.

BEING a portion of the same property conveyed to NAP Properties, LLC by deed of Prescott Properties, LLC dated September 3, 2015 and recorded September 8, 2015 in Book 1541, Page 63, Edgefield County Records. Thereafter, NAP Properties, LLC conveyed a portion of said property to North Augusta Pediatrics, LLC by deed dated March 10, 2017 and recorded March 13, 2017 in Book 1619, Page 79, Edgefield County Records. In addition, NAP Properties, LLC conveyed a portion to Covenant Family Properties, LLC by deed dated April 13, 2018 and recorded April 18, 2018 in Book 1677, Page 1, Edgefield County Records.

Tax Map & Parcel: Portion of 106-00-00-068
Portion of 106-00-00-070
Portion of 106-00-00-061

Dated this 1st day of June, 2018.
IN THE PRESENCE OF:

Charles O. Parker
Witness #1

James D. Jones
Witness #2*

SOUTH STATE BANK

BY: Mark J. Wills
Name: Mark J. Wills
Title: SVP
[CORPORATE SEAL]

STATE OF Georgia)
)
COUNTY OF Columbia)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that MARK J. WILLS personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of South State Bank.

Witness my hand and official seal this the 1st day of June, 2018

Kimberly Baldwin
Notary Public for the State of Georgia
My Commission Expires: 3/15/2022

[NOTARY SEAL]



**If qualified as a witness, the Notary Public may serve as witness.*

201800001826
Filed for Record in
EDGEFIELD COUNTY, SC
CHARLES L. REEL, CLERK OF COURT
06-14-2018 At 10:33 am.
PAR MTG REL 7.00
OR Book 1685 Page 322 - 323

STATE OF SOUTH CAROLINA)
)
COUNTY OF EDGEFIELD) PARTIAL MORTGAGE RELEASE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, QUEENSBOROUGH NATIONAL BANK AND TRUST COMPANY does hereby release from the lien of that certain Mortgage executed by COVENANT FAMILY PROPERTIES, LLC dated April 16, 2018 and recorded April 18, 2018 in Book 1677, Page 5, Edgefield County Records the following described real estate to wit:

ALL that certain sanitary sewer line easement shown and designated as "20' Sanitary Sewer Easement Centered on Line" as shown and delineated on a Minor Subdivision Plat for Dr. David Allen prepared by Toole Surveying Company, Inc. dated November 14, 2016, last revised February 21, 2018 and recorded in the Office of the RMC for Edgefield County, South Carolina, in Judgment Roll # 40,137. Reference is made to said plat, which is incorporated herein by reference, for a more complete and accurate description as to the metes, bounds and location of said property.

BEING a portion of the same property conveyed to NAP Properties, LLC by deed of Prescott Properties, LLC dated September 3, 2015 and recorded September 8, 2015 in Book 1541, Page 63, Edgefield County Records. Thereafter, NAP Properties, LLC conveyed a portion of said property to North Augusta Pediatrics, LLC by deed dated March 10, 2017 and recorded March 13, 2017 in Book 1619, Page 79, Edgefield County Records. In addition, NAP Properties, LLC conveyed a portion to Covenant Family Properties, LLC by deed dated April 13, 2018 and recorded April 18, 2018 in Book 1677, Page 1, Edgefield County Records.

Tax Map & Parcel: Portion of 106-00-00-068
 Portion of 106-00-00-070
 Portion of 106-00-00-061

Dated this 1st day of June, 2018

IN THE PRESENCE OF:

[Signature]
Witness #1

[Signature]
Witness #2*

QUEENSBOROUGH NATIONAL BANK
AND TRUST COMPANY

BY: [Signature]
Name: Edwin C. Eckler, Jr.
Title: SVP
[CORPORATE SEAL]

STATE OF Georgia)
COUNTY OF Columbia)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Edwin C. Eckler, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Queensborough National Bank and Trust Company.

Witness my hand and official seal this the 1st day of June, 2018.

[Signature]
Notary Public for the State of Georgia
My Commission Expires: 12/18/2018

[NOTARY SEAL]

*If qualified as a witness, the Notary Public may serve as witness.



RECEIVED
 MAR 19 2018
 MP13-003
 Review Set 5

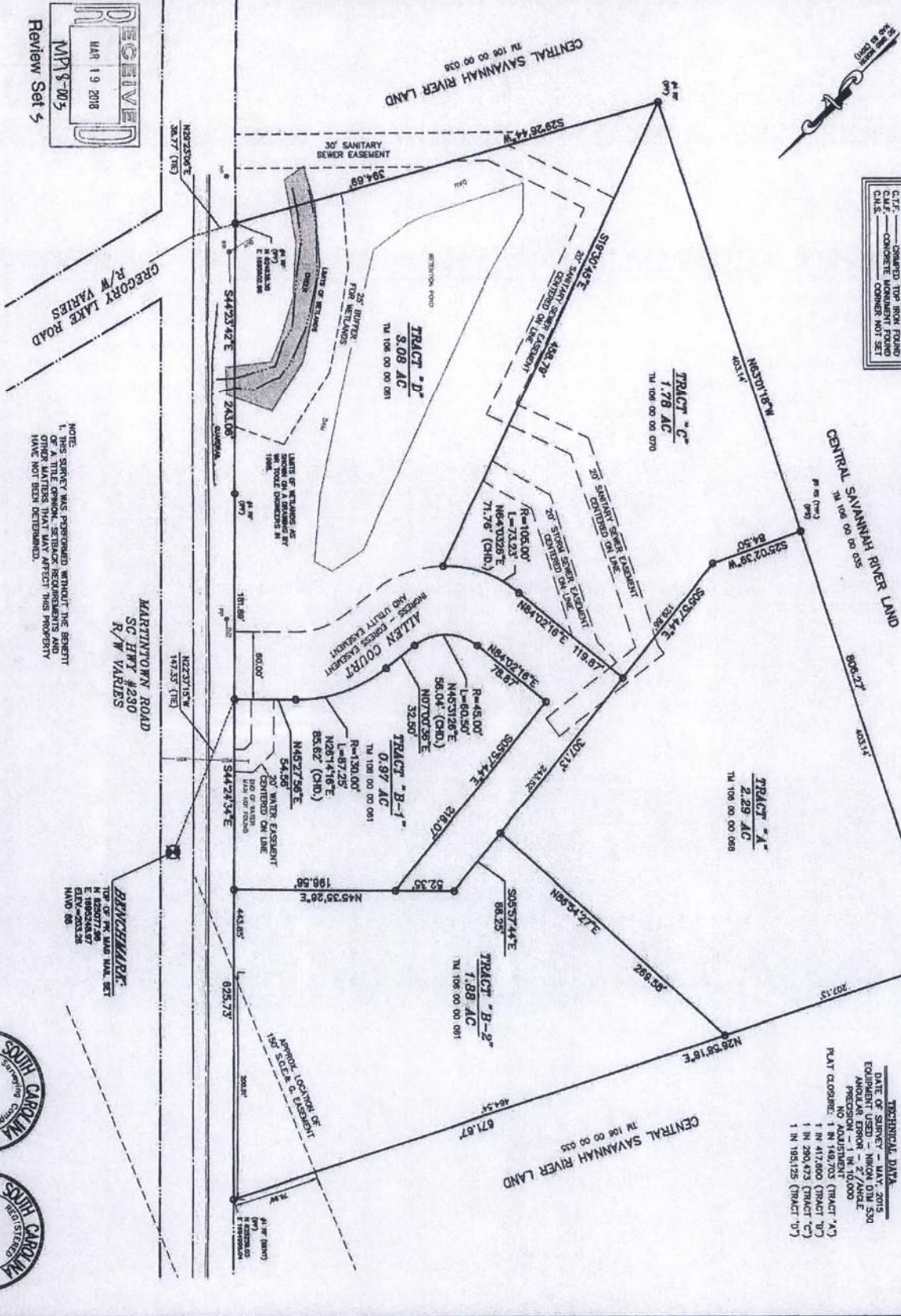
LEGEND
 44 824 ST
 OPEN TOP ROUND
 0.15' COVERED TOP ROUND
 1.25' COVERED TOP ROUND
 2.50' COVERED TOP ROUND
 C.M.S.
 CORNER NOT SET

APPROVED
 Survey Subdivision Plat for
 CITY OF NORTH AUGUSTA,
 SOUTH CAROLINA
 Proposed to the City of North Augusta,
 South Carolina, for the purpose of
 being recorded in the Public Records
 Office of the State of South Carolina
 as a Survey Plat.
 Date: 3/21/18

SPECIAL NOTE:
 Reference to the Flood Insurance Rate map for community
 Panel Number: 480002028E Dated June 10, 2012, the
 property does not lie within the 100 year flood plain.

NOTE:
 1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT
 OF ANY OTHER SURVEYS AND OTHER MATTERS THAT MAY AFFECT THIS PROPERTY
 HAVE NOT BEEN DETERMINED.

I hereby state that to the best of my knowledge, information, and belief, the
 information furnished herein is true and correct. I am not aware of any facts or
 circumstances which would render this information misleading. The information
 furnished herein is based on the measurements of the plat and does not include
 any other information, and I am not responsible for any errors or omissions
 in this plat, and I do not intend to make any amendments or modifications
 to this plat.



TECHNICAL DATA
 DATE OF SURVEY - MAY, 2015
 EQUIPMENT USED - NAION DME 530
 APPROXIMATE TIME - 21:000
 PROJECTIONS USED - NO ADJUSTMENT
 FLAT CLOSURE: 1 IN 149,705 (TRACT 'A')
 1 IN 417,600 (TRACT 'B')
 1 IN 200,473 (TRACT 'C')
 1 IN 192,125 (TRACT 'D')
 1 IN 192,125 (TRACT 'E')

FILED 1:41 PM
 March 20 2018
 Date of 24 C.C.C.P.
 EDGEFIELD COUNTY



SHEET TITLE: MINOR SUBDIVISION PLAT FOR EDGEFIELD COUNTY, SOUTH CAROLINA											
PROJECT TITLE: Dr. DAVID ALLEN											
-Prepared By- Toole Surveying Company, Inc. 308 4th Street Phone (706) 722-4118 Augusta, Georgia 30901 Fax (706) 722-4118 www.toolesurveying.com											
 SCALE: 1" = 40' 1 of 1		<table border="1"> <thead> <tr> <th>REV. NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>2-21-16</td> <td>SUBDIVISION OF TRACT B</td> </tr> <tr> <td>1</td> <td>2-23-17</td> <td>GENERAL</td> </tr> </tbody> </table>	REV. NO.	DATE	DESCRIPTION	2	2-21-16	SUBDIVISION OF TRACT B	1	2-23-17	GENERAL
REV. NO.	DATE	DESCRIPTION									
2	2-21-16	SUBDIVISION OF TRACT B									
1	2-23-17	GENERAL									
PROJECT INFORMATION JOB NO: 15047 DRAWN BY: WHM CHECKED BY: BAI DRAWING FILE: 15047-323 ORIGINAL RELEASE DATE: NOVEMBER 14, 2016											

