



CITY COUNCIL MEETING
BACK-UP MATERIALS
FOR
FEBRUARY 1, 2021



TO: Mayor and City Council

FROM: Jim Clifford, City Administrator

DATE: January 29, 2021

SUBJECT: Virtual Regular City Council Meeting of February 1, 2021

VIRTUAL REGULAR COUNCIL MEETING

ITEM 5. PERSONNEL: Mike Chavous- Retirement- Recognition of Service to the City of North Augusta

Mike Chavous, Maintenance Foreman

Mike Chavous, Maintenance Foreman II for the North Augusta Parks, Recreation, & Tourism Department began his employment with the City of North Augusta on January 17, 2008. Mike accepted the challenge of a career change in 2008 as he had worked as a glass blower for many years. It is only fitting that Mike retired on Tuesday, January 19, 2021 with 13 years of service to the City.

Mike Chavous is the definition of a public servant; a person who performs duties for others, a devoted and helpful follower, and employee that served without prejudice, without being asked, who served in humility, who served without expectation, and an employee who served with energy and passion. Nothing made Mike Chavous smile more than being told how beautiful the fields and facilities at Riverview Park are. There's a reason, because he was the person responsible for making it happen.

Mike Chavous has carried a large responsibility within the Parks, Recreation & Tourism Department that included the following duties:

- ensuring the athletic fields were manicured and playable for the youth and adult athletic games, which included irrigation, mowing, edging, painting lines, dragging fields, and chalking lines on fields.
- ensuring that the Greenway is blown off and safe for use every day.
- ensuring that the restroom facilities are cleaned every morning and presentable to our customers.
- ensuring that the splash pads were ready for operation each season.
- ensuring that the rental facilities were clean and ready to go.
- Maintenance, repairs, and purchasing of equipment that the Riverview Park crew needs for everyday operation.

- assisting with Christmas decorations around the city.
- Manager of the hospitality portion of the Nike Peach Jam Tournament.

Mike Chavous is the employee that everyone leaned on when a special event, tournament, or project needed fulfilling. Mike always answered the call to assume additional duties or make the best of a difficult situation without hesitation. Whether on the clock or not, Mike always was invested in protecting the interests and high standards of the City of North Augusta while being an excellent servant to the citizens of North Augusta at the same time.

Congratulations Mike! We will miss your everyday presence and contributions. You have earned the right to spend more time with your family and enjoy the fruits of your labor.

ITEM 6. CITY CODE: Ordinance No. 2021-01 – An Ordinance Amending Section 6.3 Code of Ordinances for the City of North Augusta Related to the Requirement of Licensed Contractors to Provide a Surety Bond to the City as a Condition of Being Issued a License to do Business in the City. This Ordinance Deleting Such Section in its Entirety; Ordinance – Final Reading

An ordinance has been prepared for Council’s consideration on final reading to amend Section 6.3 Code of Ordinances for the City of North Augusta related to the requirement of licensed contractors to provide a Surety Bond to the City as a condition of being issued a license to do business in the City. This ordinance would delete such section in its entirety.

Please see ATTACHMENT #6 for a copy of the proposed ordinance.

ITEM 7. BOARDS AND COMMISSIONS: Appointments – Recommendation by Mayor

Mayor Pettit wishes to recommend the following appointments to the Building Codes Board of Adjustments and Appeals; Board of Zoning Appeals; and Parks, Recreation, and Tourism Advisory Commission. Council concurrence is requested.

<u>Name</u>	<u>Term Expires</u>	<u>New/Reappointment</u>
<u>Building Codes Board of Adjustments and Appeals</u>		
Barry Calloway	1/31/25	Reappointment
<u>Board of Zoning Appeals</u>		
William H. Burkhalter, Jr.	1/31/22	New*
Jim Newman	1/31/25	Reappointment
Kathie Stallworth	1/31/25	Reappointment
<u>Parks, Recreation, and Tourism Advisory Commission</u>		
Joe Bickley	1/31/25	Reappointment

*Lynn Stembridge has resigned from the BZA due to health issues. Bill Burkhalter is being recommended to complete Ms. Stembridge’s term.

ITEM 8. FINANCE: Resolution No. 2021-03 – Approving the Annual Assessment Report and Amendment of the Assessment Roll for the Ballpark Village Municipal Improvement District and Confirming the Collection of Annual Assessments Therein for the 2020-2021 Assessment Year

A resolution has been prepared for Council's consideration to approve the Annual Assessment Report and Amendment of the Assessment Roll for the Ballpark Village Municipal Improvement District and confirming the collection of annual assessment therein for the 2020-2021 assessment year.

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

ITEM 9. ELECTIONS: Ordinance No. 2021-02 – An Ordinance to Partner with the Aiken County Board of Registration and Elections to Conduct a Portion of the 2021 City of North Augusta Municipal General Election; Ordinance – First Reading

An ordinance has been prepared for Council's consideration to approve an ordinance on first reading to partner with the Aiken County Board of Registration and Elections to conduct a portion of the 2021 City of North Augusta Municipal General Election.

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

ITEM 10. PLANNING DEVELOPMENT: Resolution No. 2021-04 - Accepting a Deed of Dedication for the Streets, Sanitary Sewer, Stormwater Collection and Fire Suppression Systems, Detention Ponds and Associated Easements and Rights of Way, Along with a Maintenance Guarantee and Letter of Credit, for Wando Woodlands, Phase 7

A resolution has been prepared for Council's consideration to accept a Deed of Dedication for the streets, sanitary sewer, Stormwater collection and fire suppression systems, detention ponds and associated easements and rights of way, along with a Maintenance Guarantee and Letter of Credit for Wando Woodlands Phase 7.

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

ORDINANCE NO. 2021-01
AN ORDINANCE AMENDING SECTION 6.3 CODE OF ORDINANCES
FOR THE CITY OF NORTH AUGUSTA RELATED TO THE
REQUIREMENT OF LICENSED CONTRACTORS TO PROVIDE A
SURETY BOND TO THE CITY AS A CONDITION OF BEING ISSUED A
LICENSE TO DO BUSINESS IN THE CITY. THIS ORDINANCE
DELETING SUCH SECTION IN ITS ENTIRETY

WHEREAS, Section 6-3 of the City Code requires, as a condition to being issued a City Business License, that a contractor file a surety bond with the City; and,

WHEREAS, the City is currently in the process of making changes to City Business License requirements that would result in more conformity with requirements by municipalities throughout the state; and,

WHEREAS, this requirement by the City for the filing of a surety bond is not consistent with the general practice throughout the State; and,

WHEREAS, the bond requirement of this Section does not relate to protections to citizens related to the work being performed by the contractor, but is specifically related to providing protections to the City related to failure by the contractor to comply with City ordinances and to require payment for damages done to City property; and,

WHEREAS, a determination has been made that such bonds have been rarely, if ever, utilized by the City; and,

WHEREAS, the City has other procedures available to protect the City's interest; and,

WHEREAS, Mayor and City Council, upon a full review of this matter, have determined that it would be appropriate to discontinue such requirement.

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

- I. Section 6.3. Surety Bond Required by Licensed Contractors, is hereby amended by deleting such section in its entirety.
- II. All other ordinances or parts of other ordinances in conflict herewith are to the extent of such conflict, hereby repealed.
- III. This Ordinance shall become effective immediately upon its adoption on second and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF _____, 2021.

First Reading: _____

Second Reading: _____

ROBERT A. PETTIT, MAYOR

ATTEST:

SHARON LAMAR, CITY CLERK

RESOLUTION 2021-03

**APPROVING THE ANNUAL ASSESSMENT REPORT AND AMENDMENT OF THE
ASSESSMENT ROLL FOR THE BALLPARK VILLAGE MUNICIPAL IMPROVEMENT
DISTRICT AND CONFIRMING THE COLLECTION OF ANNUAL ASSESSMENTS
THEREIN FOR THE 2020-2021 ASSESSMENT YEAR**

The City Council (the "*City Council*") of the City of North Augusta, South Carolina (the "*City*"), hereby finds and determines:

WHEREAS, The Ballpark Village Municipal Improvement District (the "*Improvement District*"), located in the City of North Augusta was created by the City Council pursuant to the Municipal Improvement Act, Title 5, Chapter 37, Code of Laws of South Carolina 1976, as amended (the "*Act*"), through an ordinance enacted on February 6, 2017, wherein the Improvement District was created and special assessments (the "*Assessment*" or "*Assessments*") were authorized to be imposed and collected (the "*Assessment Ordinance*"); and

WHEREAS, certain capitalized terms undefined herein have such meanings as set forth in the Rate and Method of Apportionment of Assessment, Appendix A of the Assessment Roll (the "*Rate and Method*"), which was approved by the Assessment Ordinance; and

WHEREAS, the Assessments have been imposed on the Assessed Property within the Improvement District pursuant to the Act and the Assessment Ordinance. The Assessment, including the Annual Parcel Assessment, the Annual Parcel Credit and the Annual Payment for each Parcel, is recorded on the Assessment Roll, attached hereto as Appendix B-1 and Appendix B-2 of the Annual Assessment Report and Amendment of the Assessment Roll for 2020-2021 Assessment Year (the "*Annual Assessment Report*") attached hereto as *Exhibit A*, which is being updated in accordance with the Rate and Method, as detailed below, through City Council's approval of the Annual Assessment Report; and

WHEREAS, pursuant to a Resolution of the Board of Directors (the "*Board*") of the North Augusta Public Facilities Corporation (the "*Corporation*") adopted by the Board on February 20 2017, the Corporation issued its \$69,450,000 Installment Purchase Revenue Bonds, Taxable Series 2017B, dated May 16, 2017 (the "*Series 2017B Bonds*"), in order to obtain a portion of the funds necessary to defray the cost of the Public Improvements. Simultaneously with the issuance of the Series 2017B Bonds, the City issued its \$43,412,000 Tax Increment Revenue Obligation, Series 2017A to the Corporation (the "*2017 TIF Obligation*"). By Ordinance enacted on February 6, 2017, the City Council approved the issuance of the Series 2017B Bonds and the 2017 TIF Obligation. Debt service requirements of the Series 2017B Bond will be paid from Available Sources (as that term is defined in the Official Statement dated May 2, 2017 (the "*Official Statement*") relating to the Series 2017 Bonds), which include TIF Revenues (as defined in the Official Statement) and Assessments. Payments to the Corporation by the City pursuant to the 2017 TIF Obligation shall constitute a dollar for dollar credit against the City's obligation to make Base Payments (as defined in the Official Statement); and

WHEREAS, in order to facilitate the collection of the Assessments, the City shall update Appendix B-1 and B-2 of the Assessment Roll each Assessment Year to reflect (i) the current Parcels in the Improvement District, (ii) the Assessment for each Parcel, including any adjustments to the Assessment as provided for in Section C of the Rate and Method; (iii) the Annual Assessment; (iv) the Annual Parcel Assessment for each Parcel, (v) the Annual Payment to be collected from each Parcel for the current Assessment Year, (vi) prepayments of the Assessment as provided for in the Annual Assessment Report, and (vii) termination of the Assessment as provided for in the Annual Assessment Report; and

WHEREAS, the City Council has received the Annual Assessment Report, prepared by MuniCap, Inc., the Administrator of the Improvement District, in accordance with the Rate and Method.

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

- I. The Annual Assessment Report is hereby approved.
- II. The Rate and Method provides for the annual collection of the Annual Payment. As shown by the Annual Assessment Report, the sum of the Annual Payment for all Parcels in the Improvement District for the 2020-2021 Assessment Year is \$777,779.04. The billing of the Assessments to be collected from each Parcel as indicated in the Annual Assessment Report for the 2020-2021 Assessment Year is hereby confirmed.
- III. This ordinance shall become effective as of the date hereof.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 1st DAY OF FEBRUARY, 2021.

**CITY OF NORTH AUGUSTA,
SOUTH CAROLINA**

Robert A. Pettit, Mayor

ATTEST:

Sharon Lamar, City Clerk

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

I, the undersigned, Clerk to City Council of the City of North Augusta, South Carolina (“City Council”), **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct and verbatim copy of a resolution (the “*Resolution*”) adopted by the City Council of the City (the “*City Council*”), on February 1, 2021. At such meeting, a quorum of the City Council was present and remained present throughout the meeting.

Notice was previously given pursuant to and in conformity with Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended (the Freedom of Information Act). At least 24 hours prior to the commencement of such meeting, the agenda for such meeting, showing the time and place of the meeting and including as an item the consideration of the Resolution, was posted in the administrative offices of the City, posted on the City’s public website, and provided to news media and other persons requesting such notification.

The original of the Resolution is duly entered in the permanent records of the City, in my custody as Clerk.

The Resolution is now of full force and effect, and has not been modified, amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the City, this 1st day of February 2021.

Sharon Lamar, City Clerk
City of North Augusta, South Carolina

CITY OF NORTH AUGUSTA, SOUTH CAROLINA

A RESOLUTION

**APPROVING THE ANNUAL ASSESSMENT REPORT AND AMENDMENT OF THE
ASSESSMENT ROLL FOR THE BALLPARK VILLAGE MUNICIPAL IMPROVEMENT
DISTRICT AND CONFIRMING THE COLLECTION OF ANNUAL ASSESSMENTS THEREIN
FOR THE 2020-2021 ASSESSMENT YEAR**

ADOPTED BY

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

FEBRUARY 1, 2021

ORDINANCE NO. 2021-02
AN ORDINANCE TO PARTNER WITH THE AIKEN COUNTY BOARD OF
REGISTRATION AND ELECTIONS TO CONDUCT A PORTION OF THE
2021 CITY OF NORTH AUGUSTA MUNICIPAL GENERAL ELECTION

WHEREAS, in accordance with the Laws of South Carolina, and Ordinance No. 2020-35 adopted December 7, 2020, the City of North Augusta will hold an election on April 27, 2021 to elect the Mayor and three City Council Members; and

WHEREAS, the City desires to partner with the Aiken County Board of Registration and Elections to conduct a portion of the election; and

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED AND BY THE AUTHORITY THEREOF, THAT:

- I. The City Administrator is authorized to enter into an agreement with the Aiken County Board of Registration and Elections. Under the terms of the agreement, the Aiken County Board of Registration and Elections will provide:
 - a. Staffing of polling locations on Election Day, Tuesday, April 27, 2021
 - b. Delivery, set-up, maintenance, and removal of voting machines
 - c. Absentee and provisional ballots; seals, forms, and supplies
 - d. Poll workers and support staff
- II. The Aiken County Board of Registration and Elections has estimated the election costs and expenses to be \$5,376.82 and to be paid from the City Council Professional Services account.
- III. This Ordinance shall become effective immediately upon its adoption on second reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2020.

First Reading _____

Second Reading _____

Robert A. Pettit, Mayor

ATTEST:

Sharon Lamar, City Clerk



Municipal Election Commission

P. O. Box 6400
North Augusta, South Carolina 29861

January 20, 2021

James S. Clifford
City Administrator
City of North Augusta
P.O. Box 6400
North Augusta, South Carolina 29861

Dear Mr. Clifford,

The Municipal Election Commission desires to partner with the Aiken County Board of Registration and Elections to conduct a portion of the 2021 General Election on Tuesday, April 27, 2021, and run-off, if necessary. As required by Title 5-15-145 an ordinance is required for the agreement of the City of North Augusta and Aiken County.

With Council's approval, the Commission respectfully requests the City Administrator enter into an agreement with the Aiken County Board of Registration and Elections to provide staffing of polling locations; delivery, set-up, maintenance, and removal of voting machines; absentee and provisional ballots; seals, forms and supplies; poll workers and support staff. The cost of the General Election has been estimated to be \$5376.82. These election expenses are budgeted in the 2021 Annual Municipal Budget in the City Council Professional Services account.

Sincerely,

Ben Watson

Machela Knox

Carleton Vaughn

City Of North Augusta General Election April
27, 2021

	Cost	Quantity	Total
Estimated Cost			
Nine Polling Location			
Absentee Ballot Mail Out	1.45	20	\$29.00
Printing Emergency /Provisional	0.35	500	\$175
Seals -Forms- Supplies			\$15
Subtotal			\$219
2 Polling Location Technician	\$150.00	2	\$300
Mileage for Polling Location Technicians	50	2	\$100
Mileage for 2 Commissioners	50	2	\$100
Clerks Election Day	75	9	\$675
Election Day Poll Workers	75	30	\$2,250
Subtotal			\$3,425
Election Day Base	6:30 AM	until 8:00pm	
Excutive Director	\$26.00	13hr	\$338
Assistant Director	\$21.00	13hr	\$273
Election Tech	\$13.00	13hr	\$169
Clerk III	\$14.00	13hr	\$182
Delivery Uhaul	\$39.95	3 Days	\$119.85
Est Mileage	\$0.99	150 miles	\$148.50
Enviromental Fee			\$5
Rental Protection			\$70
Tax			\$27.47
Driver	\$100	2	\$200.00
Loader	\$100.00	2	\$200.00
Subtotal			\$1,733
Total			\$5,376.82 For the General Election

RESOLUTION NO. 2021-04
ACCEPTING A DEED OF DEDICATION FOR THE STREETS, SANITARY SEWER,
STORMWATER COLLECTION AND FIRE SUPPRESSION SYSTEMS, DETENTION
PONDS AND ASSOCIATED EASEMENTS AND RIGHTS OF WAY, ALONG WITH A
MAINTENANCE GUARANTEE AND LETTER OF CREDIT,
FOR WANDO WOODLANDS, PHASE 7

WHEREAS, Wando Partners, L.P. developed Wando Woodlands, Phase 7 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 December 10, 2020 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 those certain streets and roadways located in Wando Woodlands Section 7 designated as a portion of Dietrich Lane (50 foot right of way) and Otto Run (50 foot right of way) as shown and delineated on a plat of Wando Woodlands Section 7 dated October 29, 2019 and recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 62, at Page 580 and in the Office of the RMC for Edgefield County, South Carolina on Judgement Roll 40406. 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.

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 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; (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 rights-of-way for streets, sidewalks and potable water, sanitary sewage and storm water collection systems located on the property shown on the aforesaid plat.

Being a portion of the property conveyed to Wando Partners, L.P. by Title to Real Estate from Gustav Schickendanz, Trustee, dated January 4, 2006 recorded in Record Book 4039, at Page 1283 in the Office of the RMC for Aiken County, South Carolina.

Tax Map & Parcel: Portion of 001-16-01-002

BE IT FURTHER RESOLVED that a Maintenance Guarantee and Irrevocable Letter of Credit in the amount of \$73,000.00 are hereby accepted.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2021.

Robert A. Pettit, Mayor

ATTEST:

Sharon Lamar, City Clerk

Being a portion of the property conveyed to Wando Partners, L.P. by Title to Real Estate from Gustav Schickedanz, Trustee, dated January 4, 2006 recorded in Record Book 4039, at Page 1283 in the Office of the RMC for Aiken County, South Carolina.

Tax Map & Parcel: Portion of 001-16-01-002

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 Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against Grantor and Grantor's 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 Grantor this 24 day of November,
2020.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

WANDO PARTNERS, L.P.

By: Gustav Schickedanz of SC, Inc.,
General Partner

Witness: [Signature]

By: [Signature]
Name: Donald P. Howard
Title: MANAGING PARTNER

Witness: [Signature]

[CORPORATE SEAL]

STATE OF South Carolina)
)
COUNTY OF Aiken)

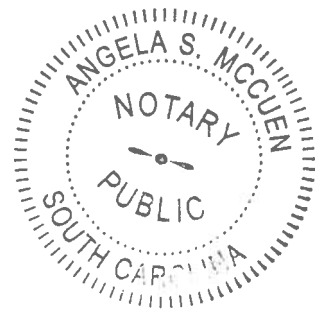
ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Donald Howard personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Wando Partners, L.P.

Witness my hand and official seal this the 24 day of November, 2020.

Angela S. McCuen
Notary Public for the State of South Carolina
My Commission Expires: 10-05-2027

[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 Aiken County, bearing Aiken County Tax Map Number: 001-16-01-002 (Portion) was transferred by Wando Partners, LP to The City of North Augusta on _____, 20__.
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:	<u>-0-</u>
(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.

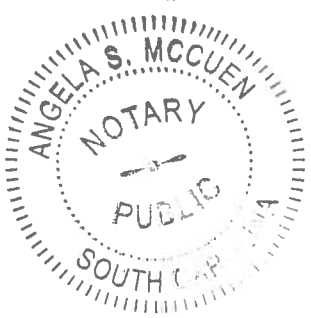
SWORN to before me this 24
Day of November, 2020

Angela S. McCuen

Notary Public for South Carolina
My Commission Expires: 10-5-2027

Donald P. Howard
Responsible Person Connected with the Transaction

Donald P. Howard
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.

SUPPLEMENTAL DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR WANDO WOODLANDS

WHEREAS, Wando Partners, L.P., as Declarant, hereby entered into that certain Declaration of Protective Covenants and Restrictions for Wando Woodlands dated May 10, 2007 (the "Covenants") recorded in Record Book 4146, page 2121, Aiken County Records, as supplemented by those documents recorded in Record Book 4370, Page 2026, Record Book 4439, Page 2074, Record Book 4530, Page 2095, Record Book 4607, Page 2208, Record Book 4676, Page 1454, Record Book 4682, Page 1937 and Record Book 4816, Page 535, Aiken County Records; and

WHEREAS, Section 10.03 of the Covenants provides that the Declarant may annex additional property into the development and make said additional property subject to the Covenants; and

WHEREAS, Section 10.03 of the Covenants further provides that the Declarant may unilaterally modify the terms of the Declaration as they relate to the annexed lots simultaneous with annexation of said lots; and

WHEREAS, the Declarant desires to exercise said option; and

NOW, THEREFORE, for and in consideration of the sum of Five and No/100 Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) The property attached hereto as Exhibit A (the "Annexed Lots") shall henceforth be subject to the Covenants as the same may hereafter be amended or modified.

(2) Solely with respect to the Annexed Lots, the fourth (4th sentence) of Section 7.04 of the Covenants is hereby deleted in its entirety. Accordingly, henceforth with respect to the Annexed Lots, annual assessments shall commence to accrue and be due and payable upon the initial sale of an Annexed Lot from Declarant to any third party, prorated for any year in which the closing occurs, without regard to whether any improvements are constructed thereon or whether such Annexed Lot is being occupied.

EXHIBIT A

PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina, being shown and designated as Lots 20-A and 21-A, Lots 12-E through 18-E, inclusive, Lots 21-F through 40-F, inclusive, Lots 1-G through 23-G, inclusive, and Lots 1-H through 3-H, inclusive, together with those certain streets and roadways located in Wando Woodlands Section 7 designated as a portion of Dietrich Lane (50 foot right of way) and Otto Run (50 foot right of way) and that certain Detention Facility containing 0.71 acre, more or less, as shown and delineated on a plat of Wando Woodlands Section 7 prepared for Wando Partners, LP by Southern Partners, Inc. dated October 29, 2019, revised November 19, 2019 and recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 62, at Page 560. 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 property conveyed to Wando Partners, L.P. by Title to Real Estate from Gustav Schickendanz, Trustee, dated January 4, 2006 recorded in Record Book 4039, at Page 1283 in the Office of the RMC for Aiken County, South Carolina.

Tax Map & Parcel: Portion of 001-16-01-002

SMITH, MASSEY, BRODIE, GUYNN & MAYES, LLC

ATTORNEYS AND COUNSELORS AT LAW

GARY H. SMITH, III
WM. RAY MASSEY*
BRAD A. BRODIE
MARY O. GUYNN**
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: Wando Partners, LP
Wando Woodlands Phase Six
North Augusta, South Carolina

EFFECTIVE DATE: November 2, 2020 at 8:00 a.m.

PROPERTY: See Exhibit A attached hereto and incorporated herein

Fee Simple Owner(s): Wando Partners, LP

Derivation: Book 4039, Page 1283

Parcel No.: P/O 001-16-01-002

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

BASED UPON SUCH INVESTIGATION, it is our opinion that the Wando Partners, LP is vested with good, fee simple, record, marketable title to the real estate described above subject to the following liens, limitations and encumbrances of record and by delivery of a Deed of this property signed by Donald P. Howard as authorized officer on behalf of Wando Partners, LP good and marketable title will be conveyed to the City of North Augusta subject only to the following:

1. County of Aiken taxes for tax year 2020 are accruing and due and payable. County of Aiken taxes for tax years 2019 and previous are current with no delinquency noted of record.
2. City of North Augusta taxes for tax year 2020 are accruing but not yet due and payable. City of North Augusta taxes for tax years 2019 and previous are current with no delinquency noted of record.
3. Easement to South Carolina Electric & Gas Company dated August 24, 1955 and recorded in Book 60, page 164, Aiken County Records.
4. Easement to South Carolina Electric & Gas Company dated September 30, 1971 and recorded in Book 170, page 307, Aiken County Records.
5. Deed of Easement for waste water treatment facility recorded in Book 1066, page 234, Aiken County Records.

6. Title to Real Estate for property on Route 230 to South Carolina Department of Highways and Transportation dated October 13, 1988 and recorded in Book 1101, page 137-139, Aiken County Records.
7. Title to Real Estate for property on Route 230 to South Carolina Department of Highways and Transportation dated October 13, 1988 and recorded in Book 1137, page 80, Aiken County Records.
8. Easement to South Carolina Electric & Gas Company dated November 5, 1989 and recorded in Book 1141, page 264, Aiken County Records.
9. Easement to South Carolina Electric & Gas Company dated February 1, 1990 and recorded in Book 1152, page 143, Aiken County Records.
10. Temporary and Permanent Sanitary Sewer Easement Agreement dated May 6, 2005 from Lydie C. Bergen to Metro Homesites, LLC recorded in Deed Book 2514, page 93, Aiken County Records.
11. Easement from Meybohm Realty, Inc. to South Carolina Electric & Gas Company dated July 30, 2007 and filed for record in Book 4153, page 1427, Aiken County Records.
12. Easement from Wando Partners, LP in favor of South Carolina Electric & Gas Company dated December 19, 2012 and filed for record in Book 4437, page 2000, Aiken County Records.
13. Easement from Wando Partners, LP in favor of South Carolina Electric & Gas Company dated January 9, 2012 and filed for record in Book 4440, page 1559, Aiken County Records.
14. Easement from Wando Partners, LP in favor of Bellsouth Telecommunications dated February 24, 2016 and recorded August 1, 2016 in Record Book 4616, Page 1573, Aiken County Records.
15. Covenants, conditions and restrictions recorded in the Declaration of Protective Covenants and Restrictions for Wando Woodlands dated May 10, 2007 and recorded July 2, 2007 in Record Book 4146, at page 2121, Aiken County Records and amended in Record Book 4370, Page 2026, Record 4439, Page 2074, Record Book 4607, Page 2208, Record Book 4676, Page 1454, Record Book 4682, Page 1937, Record Book 4816, Page 535, Aiken County Records.
16. Declaration of Restrictive Covenants by Wando Partners, LP dated April 3, 2015 and recorded April 23, 2015 in Record Book 4549, Page 1082, Aiken County Records.
17. Matters as shown on Plat of Wando Woodlands Section 7 prepared for Wando Partners by Southern Partners, Inc. dated October 29, 2019 and revised November 19, 2019.
18. Matters and things which would be revealed by a current and accurate survey of the subject property.
19. Matters occurring subsequent to the inclusive dates of examination.
20. 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.
21. 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.

22. 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.)
23. 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 *us pendens* appears of record.

SMITH, MASSEY, BRODIE, GUYNN & MAYES

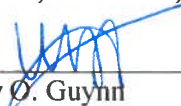
By: 
Mary O. Gynn
Post Office Box 519
Aiken, South Carolina 29802
(803)643-4110
Examining Attorney

EXHIBIT A

PROPERTY DESCRIPTION

ALL those certain streets and roadways located in Wando Woodlands Section 7 designated as a portion of Dietrich Lane (50 foot right of way) and Otto Run (50 foot right of way) together with that certain Detention Facility containing 0.71 acre, more or less, as shown and delineated on a plat of Wando Woodlands Section 7 dated October 29, 2019, revised November 19, 2019 and recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 62, at Page 580. 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.

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 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; (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 rights-of-way for streets, sidewalks and potable water, sanitary sewage and storm water collection systems located on the property shown on the aforesaid plat.

Being a portion of the property conveyed to Wando Partners, L.P. by Title to Real Estate from Gustav Schickendanz, Trustee, dated January 4, 2006 recorded in Record Book 4039, at Page 1283 in the Office of the RMC for Aiken County, South Carolina.

Tax Map & Parcel: Portion of 001-16-01-002

NOW, THEREFORE, as security for the maintenance by the developer of the infrastructure improvements as shown on the final subdivision plat for Wando Woodlands, Phase 7, 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, sidewalks and potable water, sanitary sewage and stormwater collection systems.

REPRESENTATIONS BY THE DEVELOPER

The Developer represents to the City of North Augusta that:

- A. For a period of twenty-four (24) months from the approval of the 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 \$73,000, 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, Wando Partners, L.P. has caused these presents to be executed in its name by its duly authorized Managing Partner this 11th day of Dec, 2020.

F. Townsend
WITNESS

Heather A. Mill
WITNESS

BY: *Donald P. Howard*
DONALD P. HOWARD
ITS: MANAGING PARTNER

ACCEPTED THIS 19th DAY OF December, 2020.

City of North Augusta

Sharon Lamar
WITNESS

[Signature]
WITNESS

BY: [Signature]
JAMES S. CLIFFORD
ITS: CITY ADMINISTRATOR



00001700000138600000WANDO PARTNERS, L.P.00001470

IRREVOCABLE LETTER OF CREDIT

Borrower: Wando Partners, L.P.
PO Box 6500
Aiken, SC 29804

Lender: South State Bank, National Association
Aiken Laurens Street
2440 Mall Drive
PO Box 118068
Charleston, SC 29423-9910

Beneficiary: City of North Augusta
Municipal Building
100 Georgia Avenue
North Augusta, GA 29841

NO.: 1436

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 12-04-2022 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (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 Seventy-three Thousand & 00/100 Dollars (\$73,000.00) (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:

1. The original Letter of Credit, together with any amendments.
2. Sight draft drawn by Beneficiary on Lender
3. A signed statement by Beneficiary including the following statement: "Borrower has failed to perform as agreed."

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 South State Bank, National Association IRREVOCABLE LETTER OF CREDIT NO. 1436 DATED 12-04-2020," 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 permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

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 South Carolina 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

**IRREVOCABLE LETTER OF CREDIT
(Continued)**

Loan No: 17000001386

Page 2

No. 600. This Agreement has been accepted by Lender in the State of South Carolina.

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: December 4, 2020

LENDER:

SOUTH STATE BANK, NATIONAL ASSOCIATION

By:  (Seal)
Authorized Signer

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures