



CITY COUNCIL

REGULAR AGENDA

OF

DECEMBER 7, 2015



CITY OF NORTH AUGUSTA

AGENDA: REGULAR CITY COUNCIL MEETING

December 7, 2015 – 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 Jones 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 Jones.

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 Minutes of November 16, 2015
Study Session Minutes of November 30, 2015

UNFINISHED BUSINESS

- 5. **ZONING:** North Augusta Development Code, Proposed Text Amendments (Application RZT 15-002) Amendment C, Option 1 – Third and Final Reading – Remove from Table

NEW BUSINESS

- 6. **PERMIT:** Request for Permit for Christmas Parade December 13, 2015 by North Augusta Lions Club
- 7. **STREETS AND DRAINS:** Deed of Dedication for Utility Improvements – Sweetwater Square Residual Parcel – Resolution
- 8. **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**
- 9. **ADJOURNMENT:**

Administration Department



TO: Mayor and City Council

FROM: B. Todd Glover, City Administrator

DATE: December 4, 2015

SUBJECT: Agenda for Regular Meeting of December 7, 2015

REGULAR COUNCIL MEETING

ITEM 5. ZONING: North Augusta Development Code, Proposed Text Amendments (Application RZT 15-002) – Amendment C, Option 1 – Ordinance, Third and Final Reading – Remove from the Table

An ordinance was prepared for Council's consideration on third and final reading amending Article 3, Zoning Districts, related to the Director of Planning and Development's discretion for development standards waivers in the North Augusta Development Code, Chapter 18 of the City of North Augusta, South Carolina Code of Ordinances. At the November 2, 2015, Council agenda this item was tabled. A request to remove the item from the table is in order, if Council desires.

Please see the minutes of the Special Called meeting of October 26, 2015 for the ordinance text.

ITEM 6. PERMIT: Request for Permit for Christmas Parade, December 13, 2015, by North Augusta Lions Club

A request for a permit for the December 13, 2015 Christmas Parade has been received by the City Clerk's Office. Pursuant to Chapter 15, *Occupational Licenses and Regulations*, Article VI, *Breach of the Peace, Disorderly Conduct and Relating Offenses*, Division 2, *Demonstrations and Parades* of the City Code of North Augusta, it is presented to Mayor and Council for approval.

Please see **ATTACHMENT NO. 6** for a copy of the permit request.

December 7, 2015

**ITEM 7. STREETS & DRAINS: **Deed of Dedication for Utility Improvements
– Sweetwater Square Residual Parcel –
Resolution****

A resolution has been prepared for Council's consideration to accept a deed of dedication for utility improvements for a Sweetwater Square residual parcel.

Please see **ATTACHMENT #7** for a copy of the proposed resolution and supporting documentation.

ATTACHMENT 6



North Augusta Lions Club

PO Box 6385
Faye Purcell, President
November 11, 2015

North Augusta, SC 29861

Mayor Lark Jones
City of North Augusta
PO Box 6400
North Augusta, SC 29861

Dear Mayor Jones ;

The North Augusta Lions Club would like to hold their annual Christmas Parade this year on Sunday, December 13, starting at 2:00 pm.

We respectfully request a permit for this parade.

We also request that the North Augusta Department of Public Safety again this year provide their usual related duties. The Lions Club has contacted Lt. Vern Sadler to discuss parade related matters. We will keep the department fully informed of the plans for this event. The Department of Public Safety has always been most cooperative in the past.

This would be a great opportunity for the Mayor and City Council members to enter a unit in the parade to issue Holiday Greetings to North Augusta residents and guests.

Thank you for allowing us to again provide this service. It is a pleasure to present this annual event to the city and to see the smiles on the faces of old as well as young as Santa is welcomed to North Augusta.

May you and yours have a Happy Holiday Season,

If you have any questions please contact me at 279-6049 or the Parade Chairperson, Terra Carroll at (W) 279-2323 or (C) 803-226-2487.

Sincerely,

A handwritten signature in black ink that reads "Bill Roose".

William (Bill) Roose
North Augusta Lions Club

ATTACHMENT 7

RESOLUTION NO. 2015-28
ACCEPTING A DEED OF DEDICATION FOR A WATER LINE,
ASSOCIATED INFRASTRUCTURE AND A TWENTY FOOT EASEMENT ALONG
WITH A MAINTENANCE GUARANTEE AND CASH DEPOSIT, FOR A
SWEETWATER SQUARE RESIDUAL PARCEL

WHEREAS, Bright-Meyers NA, LLC submitted a minor site plan to construct a water line to serve a residual parcel in the Sweetwater Square Planned Development according to the requirements of the North Augusta Development Code and the City, and including associated infrastructure and a twenty foot easement; and

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 site plan for the utility improvements on April 17, 2005; and

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 when said deed is accompanied by a maintenance guarantee; and

WHEREAS, a maintenance guarantee and cash deposit accompany the deed, 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:

A 20' wide non-exclusive easement in perpetuity for the use, repair and maintenance of water lines on and under that property designated and described as NEW 20' WATER EASEMENT as shown on that certain "Utility Easement Plat – Water Main" prepared for Bright-Meyers NA, LLC by Survey Matters, LLC, dated October 8, 2015 and recorded in the Aiken County RMC Office in Plat Book 58, Page 929.

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

This being a portion of the property as conveyed to Bright-Meyers NA, LLC, a Tennessee limited liability company by Deeds of ATLA SC I SPE, LLC, recorded June 7, 2013 in Record Book 4463 at Page 1382 in the Aiken County Register of Mesne Conveyance (Being the same as the survey legal in Quit Claim Deed recorded June 7, 2013 in Record Book 4463 at Page 1388.)

RESOLUTION ACCEPTING DEED OF DEDICATION –
BRIGHT-MEYERS NA, LLC

Page 2

Tax Parcel Number 010-15-07-002 (portion of)

BE IT FURTHER RESOLVED that a Maintenance Guarantee and Cash Deposit in the amount of \$3,000.00 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 _____, 2015.

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

Department of Planning and Development



Memorandum # 15-52

City of North Augusta

To: B. Todd Glover, City Administrator

From: Scott Sterling, AICP, Director *Scott*

Subject: **Application Number MSP 15-003 – Deed of Dedication for Utility Improvements – Sweetwater Square Residual Parcel**

Date: November 20, 2015

A minor site plan to construct a water line on the Sweetwater Square residual parcel located south of Stephens Farm Lane was approved on April 17, 2015. The owner, Bright-Meyers NA, LLC has completed all required improvements and requests that the City accept the water line along with associated infrastructure and a 20-foot easement. The improvements to be dedicated to the City have been approved by the City Engineer. The attached dedication documents have been reviewed by the Director of Public Services and approved by the City Attorney.

The City may accept the waterline, associated infrastructure and 20 foot easement 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.

Originals of the following documents are attached:

1. Deed of Dedication
2. Maintenance Guarantee dated November 4, 2015 and valid for a period of 24 months;
3. Title Certificate dated October 7, 2015.
4. Easement plat approved by the City of North Augusta and recorded by the Aiken County RMC.

In addition copies of the following are attached:

1. A \$3,000.00 check, payable to the City to support the Maintenance Guarantee. The check has been processed by the Director of Finance and Support Services;
2. A waiver and release upon final payment from the project contractor, Lonergan & Son, Inc.; and
3. A copy of the easement plat reduced for agenda reproduction.

Please schedule the resolution accepting the Bright-Meyers NA, LLC. deed of dedication for City Council consideration at the next available meeting.

PREPARED BY AND RETURN TO:

Miller & Martin PLLC (JWG)
832 Georgia Avenue, Suite 1200
Chattanooga, TN 37402
Tel. 423-785-8217

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

**DEED OF DEDICATION
AND EASEMENT
(Water Line)**

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

See Exhibit "A" attached hereto.

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

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

Witness the hand and seal of Grantor this 27 day of October, 2015.

SIGNED, SEALED and DELIVERED
In the presence of:

BRIGHT-MEYERS NA, LLC, a Tennessee
limited liability company

[Signature]
Witness - 1

By: [Signature]
Its: BRIGHT-MEYERS NA, LLC

[Signature]
Witness - 2

State of Georgia)
County of Forsyth)

Acknowledgment

I, Staci Raffield Hill, a notary public for Georgia,
do hereby certify that Matt Sasser personally appeared before me this
day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 27th day of October, 2015.

[Signature]
Notary Public for Georgia

My Commission Expires: August 23, 2019



SIGNED, SEALED and DELIVERED
In the presence of:

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

Witness - 1

By: _____
Its: _____

Witness - 2

State of South Carolina)
)
County of Aiken)

Acknowledgment

I, _____, a notary public for _____,
do hereby certify that _____ personally appeared before me this
day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2015.

Notary Public for _____

My Commission Expires: _____

Exhibit "A"

The hereinafter described easement which is shown on that certain "Utility Easement Plat – Water Main" prepared for Bright-Meyers NA, LLC by Survey Matters, LLC, dated October 8, 2015 (the "Plat"), a copy of which is attached as Exhibit "B":

A 20' wide non-exclusive easement in perpetuity for the use, repair, and maintenance of water lines on and under that property designated and described as NEW 20' WATER EASEMENT on the Plat (the "Water Easement").

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

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

CONSENT AND SUBORDINATION

The undersigned, **FIRST TENNESSEE BANK NATIONAL ASSOCIATION** ("Lender"), being the holder of a Mortgage dated as of June 7, 2013, and recorded in the Office of the Register's Mesne Conveyance, Aiken County, South Carolina on June 7, 2013, in Book RB 4463, Page 1406-1427 (such deed of trust, as previously or hereafter amended, renewed, extended or continued from time to time is herein called the "Mortgage"), hereby consents to the foregoing Deed of Dedication and Easement (Water Line) ("Easement") and agrees that the Mortgage shall be subject and subordinate in all respects to the foregoing Easement. In the event of any foreclosure or acquisition of title to property secured by the Mortgage, or any portion thereof by Lender or any successor-in-interest to Lender, the foregoing Easement shall not be disturbed and shall remain in full force and effect, and Lender and its successors-in-interest will abide and be bound by the foregoing Easement and all of the terms and conditions thereof.

Dated as of this 16th day of October, 2015.

FIRST TENNESSEE BANK, NATIONAL ASSOCIATION

Lindsay Wood
Witness

By: [Signature]
Name: Matt Mathis
Its: SVP

[Signature]
Witness

STATE OF Tennessee
COUNTY OF Hamilton SS.

Personally came before me this 16th day of October, 2015, the above-named Matt Mathis, to me known to be the SVP, of **FIRST TENNESSEE BANK, NATIONAL ASSOCIATION**, to me known to be the person who executed the foregoing instrument and acknowledges the same.



[Signature]
Notary Public

My Commission Expires: 10/18/2017

MAINTENANCE GUARANTEE

STATE OF SOUTH CAROLINA)	
)	COLLATERAL ASSIGNMENT
COUNTY OF AIKEN)	

PROJECT NAME:	Sweetwater Square Residual-Utility Easement
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DEVELOPER/OWNER:	Bright-Meyers NA, LLC
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DATE OF MINOR SITE PLAN APPROVAL:	April 17, 2015
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WHEREAS, Bright-Meyers NA, LLC submitted a minor site plan prepared by Freeland and Kauffman, Inc., dated February 20, 2015, for infrastructure improvements to the Sweetwater Square residual parcel located along Stephens Farm Lane, North Augusta, County and State aforesaid; and

WHEREAS, the Director of Planning and Development and the City Engineer gave final approval to the minor site plan on April 17, 2015; 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, 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 constructed infrastructure improvements, along with associated easements, in accordance with the requirements of §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 deeded to, dedicated to, transferred or otherwise assigned to the City of North Augusta by the developer. Such improvements shall include, where applicable, the following but not be limited to such specified improvements:

- A. Water distribution system and associated easements;
- B. Fire suppression elements of the water distribution system;

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 City's acceptance of this maintenance agreement, the improvements will not fail, for any reason, with the exception of force majeure;
- B. The Developer has submitted a cash deposit in the amount of \$3,000.00 in support of this maintenance guarantee in accordance with §§5.8.4 and 5.8.5 of the North Augusta Development Code within the specified time period;
- C. The City Engineer for the City of North Augusta shall have full and absolute discretion and authority in determining whether or not a failure has occurred in regard to the infrastructure subject to this maintenance guarantee.

REMEDIES IN THE EVENT OF DEFAULT

In the event that the City Engineer for the City of North Augusta, in his sole discretion, determines that a failure has occurred, he shall provide written notice of such failure to the developer with a request for the immediate correction of said failure. In the event of failure by the developer to make such repairs as necessary, within sixty (60) days of such written notice or within ten (10) days in the event of such notice being received during the last sixty (60) days covered by this maintenance guarantee and cash deposit, 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 against the cash deposit provided for herein;
- B. The City may make claim against the full amount of the cash deposit, 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 cash deposit 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.

IN WITNESS WHEREOF, Bright-Meyers NA, LLC has caused these presents to be executed in its name by its duly authorized MANAGING MEMBER this 9TH day of NOVEMBER, 2015.

Katie Pugh
 WITNESS

Matt Meyer
 WITNESS

By: [Signature]
 Name: MATT SASSER
 Its: MANAGING MEMBER

ACCEPTED THIS _____ DAY OF _____, 2015.

City of North Augusta

 WITNESS

 WITNESS

By: _____
 B. Todd Glover
 City Administrator

CERTIFICATE OF TITLE

TO: **City of North Augusta**

RE: **Bright-Meyers NA, LLC**

EFFECTIVE DATE: **October 7, 2015**

PROPERTY: **See Exhibit "A" attached hereto and incorporated herein**

Fee Simple Owner(s): **Bright-Meyers NA, LLC**

Derivation:

This being a portion of the property as conveyed to Bright-Meyers NA, LLC, a Tennessee limited liability company by Deeds of ATLA SC I SPE, LLC, recorded June 7, 2013 in Record Book 4463 at Page 1382 in the Aiken County Register of Mesne Conveyance (Being the same as the survey legal in Quit Claim Deed recorded June 7, 2013 in Record Book 4463 at Page 1388):

Parcel No.:

Portion of 010-15-07-002 (Residual Tract)

(Parent Parcels: 010-15-05-001 & 010-14-03-01)

(Note: Residual Tract Subdivided 2-13-15 in to Remainder Tract & New Parcel. Check for new parcel number.)

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 Bright-Meyers NA, LLC is vested with good, fee simple, record marketable title to the real estate described above subject to the following liens, limitations and encumbrances of record:

1. **Taxes and assessments for the year 2015, which are a lien and are now due and payable; and taxes for the year 2016, subsequent years, which are a lien but are not yet due and payable.**
2. Any taxes assessed under the rollback provisions of §12-43-220 (D-4) South Carolina Code of Laws 1976, as amended.
3. Pipeline Easement to Colonial Pipeline Company, dated April 25, 1963 and recorded at Misc. Book 103, at Page 233, aforesaid records; as modified by Right of Way Easement and Modification Agreement, dated July 29, 1992 and recorded in Volume 1351, at Page 28, aforesaid records; as limited to the location as shown on that ALTA/ACSM Land Title Survey, prepared for Bright-Meyers NA, LLC by Survey Matters, LLC, dated March 28, 2013 as last revised June 3, 2013.

4. Sewer Easement to City of North Augusta, dated May 15, 1991 and recorded in Title Book 1255, at Page 175, aforesaid records; as limited to the location as shown on that ALTA/ACSM Land Title Survey, prepared for Bright-Meyers NA, LLC by Survey Matters, LLC, dated March 28, 2013 as last revised June 3, 2013.
5. Electric Easement to South Carolina Electric and Gas Company, dated December 9, 1965 and recorded at Misc Book 83, at Page 228, aforesaid records.
6. Electric Easement to South Carolina Electric and Gas Company, dated May 7, 1975 and recorded in Misc Book 189, at Page 517, aforesaid records.
7. Easement, terms and conditions as set forth in 1(b) of that Amended and Restated Easement and Agreement Regarding Road, recorded on October 17, 2007 in Book RB 4167, at Page 1596, aforesaid records; as amended by that First Amendment to Amended and Restated Easement and Agreement Regarding Road, recorded on June 7, 2013 in Record Book 4463, at Page 1394, aforesaid records.
8. Terms, conditions, covenants, restrictions and easements as set forth in that Declaration of Covenants, Conditions and Restrictions for Sweetwater, recorded October 15, 2007 in Book RB 4167, at Page 204, aforesaid records; as amended in that Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sweetwater, recorded on June 7, 2013 in Book 4463, at Page 1399, aforesaid records.
9. Terms and conditions of that Access and Utility Easement Agreement, dated October 15, 2007 by and between B and H Land Co., LLC, Sweetwater Land Company, LLC, and Georgia Investments International, Inc. recorded in Deed Book 4167, at Page 1607, aforesaid records; including access and drainage easements granted therein.
10. Easement to City of North Augusta set forth in that Deed of Easement by Cutwater, Inc. and Nomad Investments, LLC, dated January 27, 2009 and recorded in November 11, 2009 in Book RB 4285, at Page 950, aforesaid records; said Deed of Easement being re-recorded on December 2, 2009 in Book RB 4286, at Page 1737, aforesaid records; as limited to the location as shown on that ALTA/ACSM Land Title Survey, prepared for Bright-Meyers NA, LLC by Survey Matters, LLC, dated March 28, 2013 as last revised June 3, 2013.
11. Riparian rights incident to the premises.
12. Those matters as shown on that ALTA/ACSM Land Title Survey, prepared for Bright-Meyers NA, LLC by Survey Matters, LLC, dated March 28, 2013, as last revised June 3, 2013, more particularly described as follows:
 - a. 20' Utility Easement as shown on plat recorded at Plat Book 43, at Page 269, aforesaid records.
 - b. Stephens Farm Lane (to be dedicated to The City of North Augusta, F/K/A Proposed Sweetwater Boulevard Right of Way and Market Place Drive) as shown on plat

recorded at Plat Book 43, at Page 269, aforesaid records.

c. 50' Ingress/Egress Easement as shown on plat recorded at Plat Book 43, at Page 269, aforesaid records.

d. 25' Sanitary Sewer Easement as shown on plat recorded at Plat Book 43, at Page 269, aforesaid records.

e. 60' Wide Access Easement at Plat Book 53, at Page 421.

f. Intentionally Deleted.

g. 10' Right of Way at Plat Book 53, at Page 421.

h. 25' Permanent Maintenance Easement at Plat Book 53, at Page 421.

i. Intentionally Deleted.

j. 100' Ingress-Egress at Plat Book 53, at Page 421.

k. Colonial Pipeline 50' Right of Way at Plat Book 53, at Page 421.

l. 30' Drainage Utility and Access Easement at Plat Book 53 at Page 421.

m. Rights of others as to the Dirt Road that encroaches the southeastern property line.

n. 20' Setback lines.

o. Cleanouts along with the related facilities.

p. Utility poles and electric meter along with the related facilities.

q. Gas lines along with the related facilities.

r. 8" PVC for drainage along with the related facilities.

s. Hydrant along with the related facilities.

t. Detention Pond along with related facilities.

13. South Carolina Mortgage With Security Agreement And Assignment of Rents And Leases (Includes Fixture Filing Under Uniform Commercial Code) from Bright-Meyers NA, LLC, a Tennessee limited liability company to FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association, dated June 7, 2013 and recorded on June 7, 2013 in Record Book 4463, Page 1406 in the Register of Deeds Office for Aiken County, South Carolina; as amended in that Amendment to South Carolina Mortgage With Security Agreement And Assignment of Rents And Leases from Bright-Meyers NA, LLC, a Tennessee limited liability company to FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association, dated January 28,

2014 and recorded on March 3, 2014 in Record Book 4497, Page 219, aforesaid records; **as impacted by that Partial Release of Lien recorded October 29, 2013 in Record Book 4483, Page 1584, aforesaid records.; as further impacted by that Partial Release of Mortgage recorded January 20, 2015 in Record Book 4536, Page 1152, aforesaid records.**

14. UCC Financing Statement from Bright-Meyers NA, LLC {Debtor} to FIRST TENNESSEE BANK NATIONAL ASSOCIATION {Secured Party}, recorded on June 7, 2013 in Book 4463, at Page 1428, aforesaid records; as amended in that UCC-3 Financing Statement from Bright-Meyers NA, LLC {Debtor} to FIRST TENNESSEE BANK NATIONAL ASSOCIATION {Secured Party}, recorded on March 3, 2014 in Record Book FS-14-3029, aforesaid records.
15. 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.
16. Easement to South Carolina Electric & Gas Company., recorded on June 16, 2014 in Book 4509, at Page 2156, aforesaid records.
17. Storm Water Drainage Easement to B and H Land Co., LLC, dated March 3, 2014 and recorded March 3, 2014 in Book 4497, Page 225, aforesaid records.
18. **Easement to South Carolina Electric & Gas Company dated June 4, 2014 and recorded June 17, 2014 in Book 4509, Page 2156, aforesaid records.**
19. **All those matters as shown on the following recorded plats for Bright-Meyers NA, LLC: Record Book 57, Page 494; Record Book 57, Page 500; Record Book 57, Page 609; Record Book 58, Page 229; Record Book 58, Page 350; and Record Book 58, Page 356.**
20. **Terms and Conditions of that Storm Water Drainage Easement from J.M.T. Tampa Real Estate Partnership, LLP to Bright-Meyers NA, LLC dated November 11, 2013 and recorded June 10, 2014 in Book 4508, Page 1773, aforesaid records; as impacted by that Consent and Non-Disturbance Agreement by and between J.M.T. Tampa Real Estate Partnership, LLP, PNC Bank and Bright-Meyers NA, LLC recorded June 10, 2014 in Book 4508, Page 1796, aforesaid records.**

21. Terms and Conditions of that Declaration of Cost Sharing for Storm Water Drainage System Maintenance dated November 20, 2014 and recorded December 18, 2014 in Book 4533, Page 829, aforesaid records.

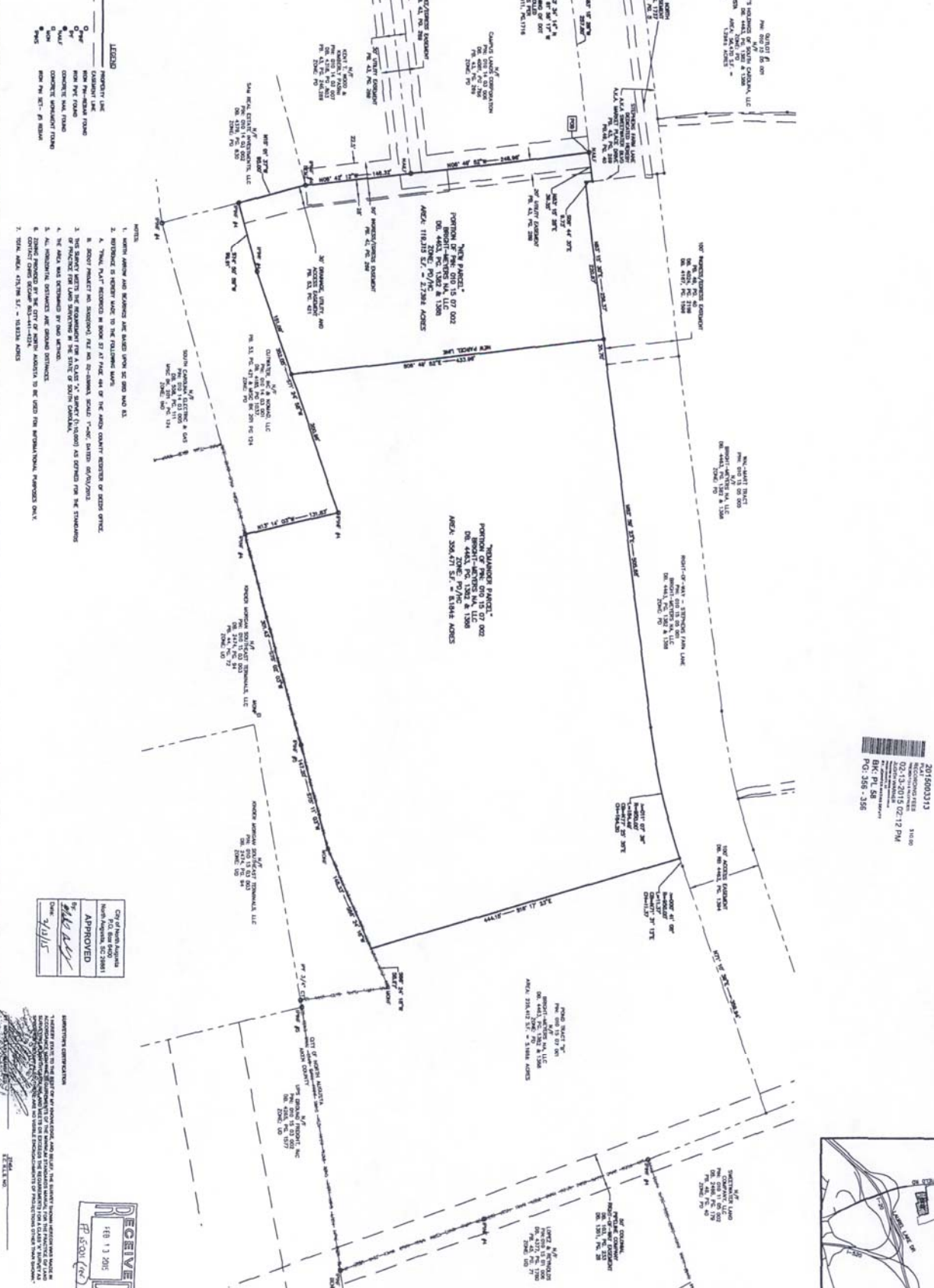
22. Terms and Conditions of that Sign Easement and Use Restrictions set forth in that Deed from Bright-Meyers NA, LLC to Lulu's Holdings of South Carolina, LLC recorded December 18, 2014 in Book 4533, Page 831, aforesaid records.

HAYNSWORTH SINKLER BOYD, P.A.

By: 
Name: Foster L. Girard

Exhibit "A"

ALL that certain tract or parcel of land with improvements thereon, situate, lying and being in the State of South Carolina, County of Aiken being shown and designated as Remainder Parcel on a plat prepared by Survey Matters, LLC recorded in the Office of the RMC of Aiken County, South Carolina in Plat Book 58, Page 356; reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.



LEGEND

PROPERTY LINE
 CONCRETE WALL FENCE
 CONCRETE BLOCK FENCE
 CONCRETE BRICK FENCE
 FENCE
 FENCE
 FENCE

- NOTES**
1. SURVEY AND RECORDS ARE BASED UPON DEED AND DEEDS.
 2. REFERENCE IS MADE TO THE FOLLOWING DEEDS:
 A. TRACT 1417 RECORDED IN BOOK 57 PAGE 44 OF THE AIKEN COUNTY RECORDS OF DEEDS OFFICE.
 B. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 C. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 D. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 E. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 F. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 G. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 H. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 I. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 J. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 K. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 L. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 M. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 N. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 O. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 P. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 Q. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 R. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 S. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 T. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 U. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 V. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 W. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 X. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 Y. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.
 Z. DEED FROM THE SHERMAN TRACT TO THE SHERMAN TRACT, P.O. BOX 100, SALEM, SOUTH CAROLINA.

20150601173
 DATE: 10/27/2015
 TIME: 02:12 PM
 BY: GIS/2015
 PROJECT: 1508-1350

City of North Augusta
 North Augusta, SC 29841
 APPROVED
 Date: 10/15/15

RECEIVED
 10/13/2015
 FR. SCOTT (CIV)

LOCATION MAP
 SHOWING THE LOCATION OF THE PROPERTY IN THE COUNTY AND STATE.

MAJOR SUBDIVISION PLAT PROPERTY OF: BRIGHT-MEYERS NA, LLC EDGEFIELD ROAD (US HWY #25/S.R. 121) AIKEN COUNTY, NORTH AUGUSTA, SOUTH CAROLINA	REVISIONS 2/12/2015 10/27/2015 10/27/2015	SURVEY MATTERS, LLC LAND SURVEYING SERVICES 103 East Butler Road, Suite 7 Mauldin, South Carolina 29662 (864) 451-0175 nick@survey-matters.com LSF1129
	SCALE: 1" = 50' DATE: SEP 30, 2014 PROJECT NO: 15-017	

Department of Planning and Development



Memorandum # 15-51

City of North Augusta

To: Cammie Hayes, Director of Finance and Support Services

From: Scott Sterling, AICP, Director *Scott*

Subject: **\$3,000 Maintenance Guarantee Check – Sweetwater Square Waterline Easement**

Date: November 13, 2015

Bright-Meyers NA, LLC ("Applicant") has completed construction of a waterline to serve a portion of the Sweetwater Square Planned Development and has requested that the City accept ownership of the waterline and associated easements (See P&D Memo 15-52). As a condition of accepting ownership, the City required the Applicant to provide a twenty-four (24) month Maintenance Guarantee that is supported by a cash deposit in the amount of three thousand dollars (\$3,000.00).

A \$3,000.00 check in support of Bright-Meyers NA, LLC's maintenance guarantee and payable to the City of North Augusta is attached. Also attached is a copy of the maintenance guarantee that will be executed by the City Administrator after the Deed of Dedication is accepted by the City Council. Please deposit the \$3,000.00 check in Account # 10-2100-136. At the end of the twenty-four (24) month maintenance period, if the deeded improvements have not failed, the Director of Engineering and Public Works will submit a request to reimburse the Applicant in full.

Thank you for your help with this process. Please let me know if you need additional information.

MEYERS BROTHERS PROPERTIES LLC

5881 GLENRIDGE DR., SUITE 220
ATLANTA, GA 30328
PHONE: 404-252-1499

WELLS FARGO BANK, N.A.

GEORGIA
64-22/610

18923

11/9/2015

PAY TO THE
ORDER OF

City of N. Augusta

\$ **3,000.00

Three Thousand and 00/100***** DOLLARS

city of N. Augusta

MEMO

residual land water line maintenance guarantee



[Handwritten Signature]

AUTHORIZED SIGNATURE

⑈0 18923⑈ ⑆06 1000227⑆ 2052500499154⑈

WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

THE UNDERSIGNED CONTRACTOR, LONERGAN AND SON, INC. HAS BEEN EMPLOYED BY BRIGHT-MEYERS NA, LLC TO FURNISH MATERIALS AND/OR LABOR FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS SWEETWATER RESIDUAL PROPERTY WHICH IS LOCATED IN AIKEN COUNTY AND IS OWNED BY BRIGHT-MEYERS NA, LLC AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SWEETWATER RESIDUAL PROPERTY
LOCATED OFF EDGEFIELD ROAD (HWY 25) AT STEPHENS FARM LANE
CITY OF NORTH AUGUSTA, SOUTH CAROLINA
AIKEN COUNTY, SOUTH CAROLINA

UPON THE RECEIPT OF THE SUM OF \$ 107,940.00, THE CONTRACTOR WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID OWNER FOR SAID PROPERTY.
GIVEN UNDER HAND AND SEAL THIS 18 DAY OF August, 2015.

Lonerган: Son, Inc. (SEAL)
[Signature]
Diane Corbette
(WITNESS)

NOTARY
[Signature]



320 N. Knoxville Street
(ADDRESS) Harlem GA 30814

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THIS EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

FLOOD INFORMATION
 FLOOD ZONE "X"
 PER FEMA MAP NO. 45003C0305E & 45003C0310E
 EFFECTIVE DATE: 06/19/2012

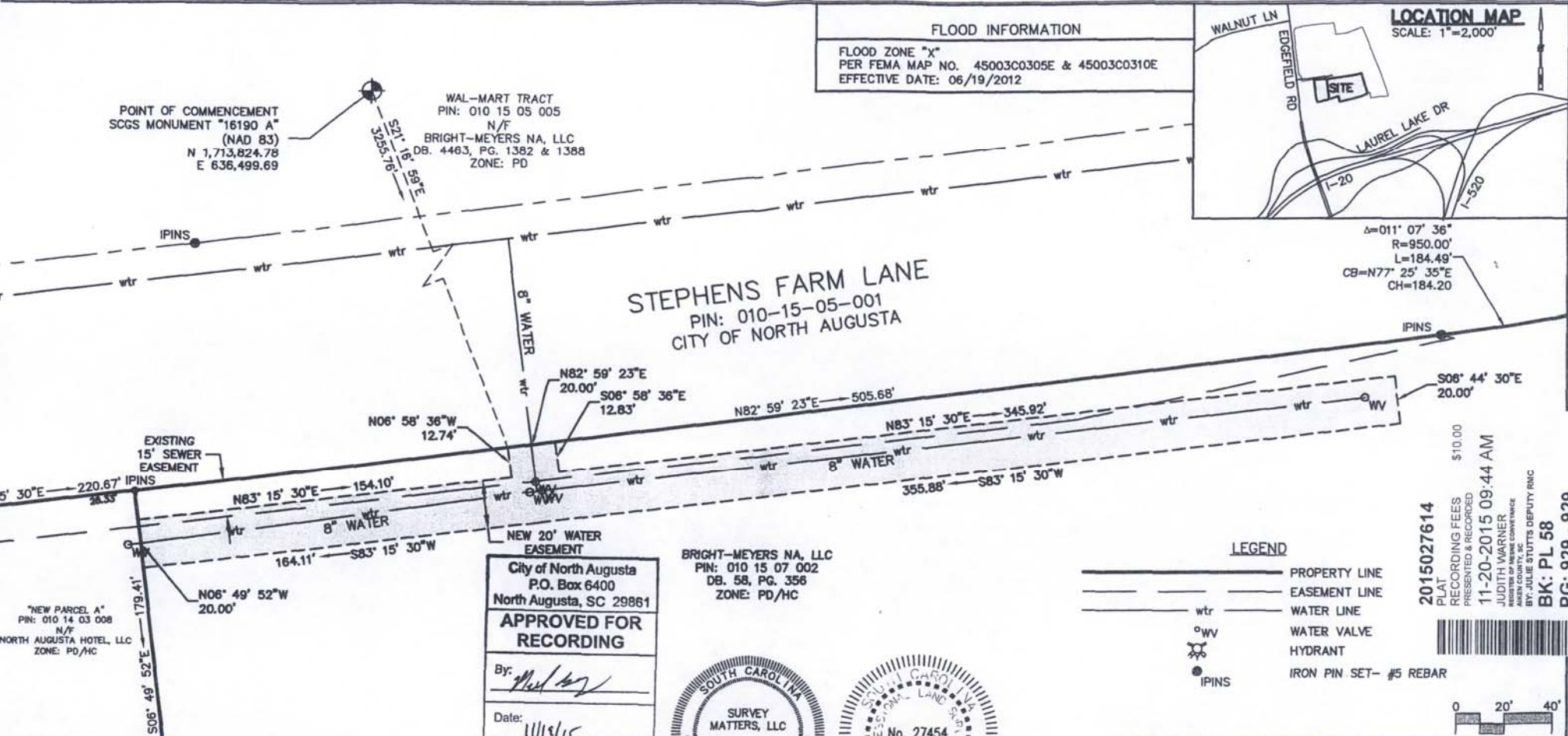


$\Delta=011^{\circ} 07' 36''$
 $R=950.00'$
 $L=184.49'$
 $CB=N77^{\circ} 25' 35'' E$
 $CH=184.20$

POINT OF COMMENCEMENT
 SCGS MONUMENT "16190 A"
 (NAD 83)
 N 1,713,824.78
 E 636,499.69

WAL-MART TRACT
 PIN: 010 15 05 005
 N/F
 BRIGHT-MEYERS NA, LLC
 DB. 4463, PG. 1382 & 1388
 ZONE: PD

STEPHENS FARM LANE
 PIN: 010-15-05-001
 CITY OF NORTH AUGUSTA



City of North Augusta
 P.O. Box 6400
 North Augusta, SC 29861
APPROVED FOR RECORDING
 By: *[Signature]*
 Date: 11/19/15

BRIGHT-MEYERS NA, LLC
 PIN: 010 15 07 002
 DB. 58, PG. 356
 ZONE: PD/HC



LEGEND

- PROPERTY LINE
- EASEMENT LINE
- WATER LINE
- WATER VALVE
- HYDRANT
- IRON PIN SET- #5 REBAR

2015027614
 PLAT RECORDING FEES \$10.00
 PRESENTED & RECORDED
 11-20-2015 09:44 AM
 JUDITH WARDNER
 REGISTER OF DEEDS
 AIKEN COUNTY, SC
 BY: JULIE STUTTS DEPUTY RMC
 BK: PL 58
 PG: 929 - 929



- NOTES:
- NORTH ARROW AND BEARINGS ARE BASED UPON SC GRID NAD 83.
 - REFERENCE IS HEREBY MADE TO THE FOLLOWING MAPS:
 A. "MAJOR SUBDIVISION PLAT" RECORDED IN BOOK 58 AT PAGE 356 OF THE AIKEN COUNTY REGISTER OF DEEDS OFFICE.
 - THIS SURVEY MEETS THE REQUIREMENT FOR A CLASS "A" SURVEY (1:10,000) AS DEFINED FOR THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF SOUTH CAROLINA.
 - THE AREA WAS DETERMINED BY DMD METHOD.
 - ALL HORIZONTAL DISTANCES ARE GROUND DISTANCES.

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

[Signature]
 NICHOLAS L. MANSFIELD DATE: 10/8/2015 PLS #27454

UTILITY EASEMENT PLAT - WATER MAIN			
PROPERTY OF: BRIGHT-MEYERS NA, LLC STEPHENS FARM LANE -, SOUTH CAROLINA			
NLM DRAWN	NLM CHECKED	SURVEY MATTERS, LLC LAND SURVEYING SERVICES 103 East Butler Road, Suite J Mauldin, South Carolina 29662 (864) 451-0176 nick@survey-matters.com	13-017 PROJECT NO.
SCALE 1" = 40'			1 OF 1
DATE OCTOBER 8, 2015			

