



REGULAR AGENDA

OF

JUNE 5, 2017



CITY OF NORTH AUGUSTA

AGENDA: REGULAR CITY COUNCIL MEETING

June 5, 2017 – Municipal Center – 100 Georgia Avenue, 3rd Floor – 7:00 P.M.

CITIZEN COMMENTS: Citizens may speak to Mayor and City Council on each item listed on this agenda. Mayor Pettit will call for your comments prior to City Council discussing the matter. When speaking to Council, please step up to the microphone, give your full name and address, and direct your remarks to Mayor Pettit.

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

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **APPROVAL OF MINUTES:** Regular and study session meeting minutes of May 15, 2017

UNFINISHED BUSINESS

None

NEW BUSINESS

5. **COMMUNITY PROMOTION:** Scoliosis Early Detection Awareness Month – Proclamation
6. **ECONOMIC DEVELOPMENT:** Approval of the Process for Awarding Contracts Related to Owner's Purchase Items for the Stadium at Riverside Village at Hammond's Ferry and Selecting a Subcommittee of Council Related to this Process– Resolution
7. **ECONOMIC DEVELOPMENT:** Approval of a Playing Field Contract with Precision Turf as Part of the Owner's Purchase Items by the City for the Stadium at Riverside Village at Hammond's Ferry– Resolution
8. **PERSONNEL/WELLNESS:** City of North Augusta C3 Challenge Winners – Recognition by Council
9. **STREETS AND DRAINS:** Wando Woodlands, Phase 5 – Deed of Dedication for Subdivision Improvements – Resolution
10. **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
11. **ADJOURNMENT:**

Interoffice Memorandum



TO: Mayor and City Council

FROM: B. Todd Glover, City Administrator

DATE: June 2, 2017

SUBJECT: Regular City Council Meeting of June 5, 2017

REGULAR COUNCIL MEETING

ITEM 5. COMMUNITY PROMOTION: Scoliosis Early Detection Awareness Month - Proclamation

Mayor Pettit wishes to proclaim the month of June Scoliosis Early Detection Awareness month in the City of North Augusta.

Please see **ATTACHMENT NO. 5** for the proposed proclamation.

ITEM 6. ECONOMIC DEVELOPMENT: Approval of the Process for Awarding Contracts Related to Owner's Purchase Items for the Stadium at Riverside Village at Hammond's Ferry and Selecting a Subcommittee of Council Related to this Process – Resolution

A resolution has been prepared for Council's consideration approving the process for awarding contracts related to owner's purchase items for the Stadium at Riverside Village at Hammond's Ferry and selecting a Subcommittee of Council related to this process.

Please see **ATTACHMENT NO. 6** for the proposed resolution.

ITEM 7. ECONOMIC DEVELOPMENT: Approval of a Playing Field Contract with Precision Turf as Part of the Owner's Purchase Items by the City for the Stadium at Riverside Village at Hammond's Ferry – Resolution

A resolution has been prepared for Council's consideration approving a Playing Field contract with Precision Turf as part of the Owner's Purchase

June 5, 2017

items by the City for the Stadium at Riverside Village at Hammond's Ferry.

Please see [ATTACHMENT NO. 7](#) for the proposed resolution and additional info.

ITEM 8. PERSONNEL/WELLNESS: City of North Augusta C3 Challenge Winners – Recognition by Council

The C3 Challenge logo is used to represent the city and government entities that participated in an 8 week Fitness Challenge. The City of North Augusta, City of Aiken, and Aiken County competed against each other for bragging rights and a trophy. This is the third annual C3 challenge to date. The C3 Challenge consisted of measuring employee's fitness levels, to include aerobic fitness, strength, endurance, flexibility and biometric data along with food, water, and activity logs. Every section has a point range and the employee is scored based on their performance and age category. A weight loss category was included this year.

The City of North Augusta placed second in the challenge. City of Aiken won overall with Aiken County placing third. All of the participants should be proud of their efforts.

We would like to recognize:

City of North Augusta Individual Winners:

1st Place: Lt Verne Sadler, Public Safety
2nd Place: Susan Reynolds, Parks, Recreation & Tourism
3rd Place: Michael Baldy, Administration/Engineering
4th Place: David Caddell, Operations/Streets & Drains

Overall Weight Loss Winner: Jonah Baynham, Parks, Recreation & Tourism

Highest Activity Log Score: Lamar Harvey, Operations/Streets & Drains

City of North Augusta Department Winners:

1st Place: Operations
2nd Place: Parks, Recreation & Tourism
3rd Place: Public Safety
4th Place: Administration

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**ITEM 9. STREETS AND DRAINS: Wando Woodlands, Phase 5 – Deed of
Dedication for Subdivision
Improvements – Resolution**

A resolution has been prepared for Council's consideration accepting a deed of dedication for subdivision improvements for Wando Woodlands, Phase 5.

Please see **ATTACHMENT NO. 9** for a copy of the proposed resolution and additional info.



City of North Augusta, South Carolina

PROCLAMATION

***WHEREAS**, scoliosis, the abnormal curvature of the spine, is a condition which affect an estimated 6 to 9 million people in the United States; and*

***WHEREAS**, most prevalent in otherwise-healthy children, scoliosis can cause pain, reduced respiratory function, and limited mobility, and approximately 1 in 6 children diagnosed with this disease will eventually require active medical treatment and primary onset of scoliosis is between ages 10 to 15 with females being five times more likely to require treatment; and*

***WHEREAS**, scoliosis has no known cause or cure, screening programs allow for early detection and for treatment opportunities which may alleviate the worst effects of the condition; and*

***WHEREAS**, raising public awareness of scoliosis is vital in helping children, parents, and health care providers diagnose, understand, and treat this disease and reduce the pain and suffering of those it affects.*

***NOW THEREFORE**, I, Robert A. Pettit, Mayor of the City of North Augusta, South Carolina, do hereby claim June, 2017 as*

SCOLIOSIS EARLY DETECTION AWARENESS MONTH

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of North Augusta, South Carolina, to be affixed this 5th day of June, 2017.*

Robert A. Pettit, Mayor
City of North Augusta

ATTACHMENT 6

RESOLUTION NO. 2017-24

A RESOLUTION APPROVING THE PROCESS FOR AWARDING CONTRACTS RELATED TO OWNER'S PURCHASE ITEMS FOR THE STADIUM AT RIVERSIDE VILLAGE AT HAMMOND'S FERRY AND SELECTING A SUBCOMMITTEE OF COUNCIL RELATED TO THIS PROCESS

WHEREAS, the City has been working on Project Jackson for several years; and

WHEREAS, as part of the Project, the City is constructing a multi-use stadium; and

WHEREAS, the total stadium budget is \$40,300,000; and

WHEREAS, approximately \$4,300,000 of the total stadium budget represents owner purchase items including: front entry marquee, playing field, stadium lighting, stadium seating, scoreboard/ribbon displays, graphics, ff&e, distributed tv system, sponsor signage, video production, kid's play equipment, food service equipment (beyond B&G scope), baseball equipment (including netting and wall panels) and field maintenance; and

WHEREAS, the Owner's Representative of the City will assist in selecting contractors for the owner purchase items; and

WHEREAS, the Owner's Representative will solicit from at least three qualified sources a request for qualifications for all large owner purchase items and these qualifications will be opened publicly; and

WHEREAS, the Owner's Representative will review the qualifications and will provide a summary to the City; and

WHEREAS, a qualified contractor will be selected by the Owner's Representative and the City after reviewing proposals from all qualified contractors and both the Owner's Representative and City will work towards a finalized contract that is within the owner's purchase portion of the stadium budget; and

WHEREAS, the construction timeline of the stadium will drive the priority of the owner's purchase items; and

WHEREAS, there is a need for a subcommittee of Council to assist in timely approval of qualified contractors and contracts related to the owner's purchase items for the stadium; and

WHEREAS, Fletcher Dickert and David McGhee have project management and construction backgrounds to assist in the selection of qualified contractors and finalizing contracts; and

WHEREAS, the subcommittee and Owner's Representative will provide regular updates related to owner purchase items during regularly scheduled City Council study sessions; and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City to move forward with establishing such process and subcommittee for the owner purchase items;

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 approve the above referenced process and subcommittee of Council to continue priority work and authorize the City Administrator and/or Owner's Representative to execute contracts with contractors for this work only.

Resolution 2017-24

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 5TH DAY OF JUNE, 2017.

Robert A. Pettit, Mayor

ATTEST:

Donna B. Young, City Clerk

ATTACHMENT 7

RESOLUTION NO. 2017-25

A RESOLUTION APPROVING A PLAYING FIELD CONTRACT WITH PRECISION TURF AS PART OF THE OWNER'S PURCHASE ITEMS BY THE CITY FOR THE STADIUM AT RIVERSIDE VILLAGE AT HAMMOND'S FERRY

WHEREAS, the City has been working on Project Jackson for several years; and

WHEREAS, as part of the Project, the City is constructing a multi-use stadium; and

WHEREAS, the total stadium budget is \$40,300,000; and

WHEREAS, approximately \$4,300,000 of the total stadium budget represents owner purchase items such as playing field, lighting, seating etc.; and

WHEREAS, the first owner purchase priority is finalizing a contract for the playing field; and

WHEREAS, the City has been in discussion with playing field contractors for over two years based on needs for storm drainage collections and equipment rough-in; and

WHEREAS, the Owner's Representative for the City received five proposals for the playing field; and

WHEREAS, these five proposals were reviewed by the Owner's Representative and subsequently narrowed down to two firms to be interviewed; and

WHEREAS, Precision Turf was selected as playing field contractor based on industry experience, direct management involvement and proactiveness of the contract team, and contract price; and

WHEREAS, the City would desire to authorize the approval of a contract with Precision Turf for the playing field in an amount not to exceed \$815,000; and

WHEREAS, the funding source for this contract is Series 2017B bond funds; and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City to move forward with such work for the ballpark;

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 approve the above referenced contract with Precision Turf to continue priority work and authorize the City Administrator and/or Owner's Representative to execute a contract with same for this work only.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 5TH DAY OF JUNE, 2017.

Robert A. Pettit, Mayor

ATTEST:

Donna B. Young, City Clerk

Proposal Summary
Playing Field for Stadium at Riverside Village at Hammond's Ferry

	<u>Brightview</u>		<u>Carolina Green</u>		
	<u>Landscape</u>		<u>Corp. (b)</u>	<u>Precision Turf (c)</u>	<u>Motz Group (a)</u>
	<u>Development</u>	<u>Fields, Inc. (c)</u>			
Base Proposal	757,830	752,684	698,137	764,014	
Design	45,100	35,000	-	-	
Sod vs. Sprig	45,051	12,875	-	-	
Rye Overseed 1st Season	-	7,500	-	-	
Increase Root Zone Depth to 10"	44,750	40,000	39,915	31,000	
Slot Drain Along Stadium Wall	30,000	25,000	68,643	-	
Bond on Base Total	7,578	17,461	13,702	12,406	
Total Proposal	<u>930,309</u>	<u>890,520</u>	<u>820,397</u>	<u>807,420</u>	<u>875,000</u>
Increase Warning Track Depth				<u>6,000</u>	
				<u>813,420</u>	

(a) Early elimination from proposal process due to incomplete proposal and system conflict

(b) No response to revised proposal request during 2017

(c) Fields, Inc. and Precision Turf presented their proposals during an interview process

ATTACHMENT 9

RESOLUTION NO. 2017-26
ACCEPTING A DEED OF DEDICATION FOR THE STREETS,
SANITARY SEWER, STORMWATER COLLECTION
AND FIRE SUPPRESSION SYSTEMS, DEDICATED OPEN SPACE AND ASSOCIATED
EASEMENTS AND RIGHTS OF WAY, ALONG WITH A MAINTENANCE
GUARANTEE AND LETTER OF CREDIT,
FOR WANDO WOODLANDS, PHASE 5

WHEREAS, Wando Partners, L.P. developed Wando Woodlands, Phase 5, 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 May 4, 2017 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 Phase 5 designated as a portion of Dietrich Lane (50 foot right of way) and a portion of Durst Drive (50 foot right of way [specifically including that portion of Durst Drive proceeding in an easterly direction from the lots shown on the aforesaid plat that has a twenty foot buffer on the northern and southern boundaries of the right of way]) as shown and delineated on a plat of Wando Woodlands Phase Five recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 59, at Page 961. 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 (i) Open Space to be deeded to the City of North Augusta containing 7.53 acres (287,310 square feet) (which is inclusive of

Proposed Detention Facility to be Deeded to the City of North Augusta) and (ii) Open Space to be deeded to the City of North Augusta containing 1.49 acres, all as shown on the aforesaid plat.

TOGETHER WITH all (a) curbs and gutters located within the aforesaid right of way of the streets and roadways; (b) sidewalks located within the aforesaid right of way of the streets and roadways; (c) sanitary sewerage collection systems including lift stations 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 \$150,000 are hereby accepted.

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

Robert A. Pettit, Mayor

ATTEST:

Donna B. Young, City Clerk


Department of Planning and Development



Memorandum # 17-011

City of North Augusta

To: B. Todd Glover, City Administrator

From: Charles B. Martin, Interim Director 

Subject: **Application FP 17-001 – Deed of Dedication for Subdivision Improvements – Wando Woodlands, Phase 5**

Date: May 30, 2017

The final subdivision plat for Wando Woodlands, Phase 5 was approved on May 4, 2017. The developer, Wando Partners, LP, has completed the following improvements and requests that the City accept them along with open space, associated easements and rights of way: streets and sanitary sewer, stormwater collection and fire suppression systems. Water service to the subdivision is provided by Edgefield County Water and Sewer Authority. The completed improvements to be dedicated to the City have been approved by the City Engineer. The attached dedication documents have been approved by the City Attorney.

Certain improvements, namely subdivision sidewalks, remained unfinished at the time of final plat approval. Construction of the sidewalks has been guaranteed with a performance guarantee and supporting letter of credit. These improvements are included in the deed of dedication and will be approved by the City Engineer upon completion. As a condition of approval, a separate twenty-four (24) month maintenance guarantee, supported by a letter of credit or a cash deposit, will be provided for these improvements concurrent with the release of the performance guarantee and its supporting letter of credit.

The City may accept the streets, sanitary sewer, stormwater collection and fire suppression systems, dedicated open space and associated easements and rights of way for this subdivision. A draft resolution for the acceptance of the dedication is attached and a digital copy has been forwarded to the City Clerk.

Originals of the following documents are attached:

1. Deed of Dedication for the streets, sanitary sewer, stormwater collection and fire suppression systems, open space and associated easements and rights of way;
2. Title Certificate dated April 25, 2017; and



3. Maintenance Guarantee dated May 4, 2017 and valid for a period of 24 months;
4. Irrevocable Letter of Credit in support of the Maintenance Guarantee dated May 4, 2017;
5. Final subdivision plat approved by the City Engineer and the Director of Planning and Development and recorded by the Aiken County RMC.

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

Please schedule the resolution accepting the Wando Woodlands, Phase 5 Deed of Dedication for City Council consideration at the next available City Council meeting.

STATE OF SOUTH CAROLINA)
) DEED OF DEDICATION
COUNTY OF AIKEN)

KNOW ALL MEN BY THESE PRESENTS:

That WANDO PARTNERS, L.P. (hereinafter called "Grantor"), FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND BY WAY OF DEDICATION to THE CITY OF NORTH AUGUSTA, a body politic and corporate and a political subdivision of the County of Aiken and State of South Carolina (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, its successors and assigns, the following described real estate, to wit:

ALL those certain streets and roadways located in Wando Woodlands Phase 5 designated as a portion of Dietrich Lane (50 foot right of way) and a portion of Durst Drive (50 foot right of way [specifically including that portion of Durst Drive proceeding in an easterly direction from the lots shown on the aforesaid plat that has a twenty foot buffer on the northern and southern boundaries of the right of way]) as shown and delineated on a plat of Wando Woodlands Phase Five recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 59, at Page 961. 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 (i) Open Space to be deeded to the City of North Augusta containing 7.53 acres (287,310 square feet) (which is inclusive of Proposed Detention Facility to be Deeded to the City of North Augusta) and (ii) Open Space to be deeded to the City of North Augusta containing 1.49 acres, all as shown on the aforesaid plat.

TOGETHER WITH all (a) curbs and gutters located within the aforesaid right of way of the streets and roadways; (b) sidewalks located within the aforesaid right of way of the streets and roadways; (c) sanitary

sewerage collection systems including lift stations 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

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 23 day of MAY, 2017.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

WANDO PARTNERS, L.P.

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

Witness: Niana J. Miller

By: Donald P. Howard
Name: Donald P. Howard
Title: MANAGING PARTNER

Witness: Paul G. [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 23rd day of May, 2017.

L. Kayla Feynson
Notary Public for the State of South Carolina
My Commission Expires: May 12, 2024

[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 _____, 2017.
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 23
Day of May, 2017.

S. Kayla Steynson
Notary Public for South Carolina
My Commission Expires:

May 12, 2024

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.

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 Five
North Augusta, South Carolina

EFFECTIVE DATE: April 25, 2017 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 2017 are accruing but not yet due and payable. County of Aiken taxes for tax years 2016 and previous are current with no delinquency noted of record.
2. City of North Augusta taxes for tax year 2017 are accruing but not yet due and payable. City of North Augusta taxes for tax years 2016 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 and Record Book 4607, Page 2208, 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 Phase 5 prepared for Wando Partners by Southern Partners, Inc. dated April 3, 2017.
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, GYNN & 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 Phase 5 designated as a portion of Dietrich Lane (50 foot right of way) and a portion of Durst Drive (50 foot right of way [specifically including that portion of Durst Drive proceeding in an easterly direction from the lots referenced above that has a twenty foot buffer on the northern and southern boundaries of the right of way]) as shown and delineated on a plat of Wando Woodlands Phase Five recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 59, at Page 961. 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 (i) Open Space to be deeded to the City of North Augusta containing 7.53 acres (287,310 square feet) (which is inclusive of Proposed Detention Facility to be Deeded to the City of North Augusta) and (ii) Open Space to be deeded to the City of North Augusta containing 1.49 acres, all as shown on the aforesaid plat.

TOGETHER WITH all (a) curbs and gutters located within the aforesaid right of way of the streets and roadways; (b) sidewalks located within the aforesaid right of way of the streets and roadways; (c) sanitary sewerage collection systems including lift stations 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

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

NAME OF SUBDIVISION: **Wando Woodlands, Phase 5**

DEVELOPER/OWNER: **Wando Partners, L.P.**

DATE OF FINAL SUBDIVISION PLAT APPROVAL: **May 4, 2017**

MAINTENANCE GUARANTEE AMOUNT: **\$150,000**

WHEREAS, Wando Partners, L.P. has submitted a final plat for Wando Woodlands, Phase 5, prepared by Southern Partners, Inc., dated April 17, 2017, revised May 2, 2017, for 42 fee simple single-family lots situated in the City of North Augusta, County and State aforesaid; and

WHEREAS, the North Augusta Planning Commission, meeting on November 19, 2015, did grant major subdivision plan (preliminary plat) approval for Wando Woodlands, Phase 5, and the Director of Planning and Development and the City Engineer signed the major subdivision plan (preliminary plat) on August 19, 2016; and

WHEREAS, the developer developed the approved major subdivision plan for Wando Woodlands, Phase 5; and

WHEREAS, the City Engineer has inspected the infrastructure improvements for Phase 5 and has duly certified that said improvements are, to the best of his knowledge based upon such inspection, built to the City of North Augusta design standards; and

WHEREAS, pursuant to §5.8.4 of the North Augusta Development Code, the Interim Director of Planning and Development and the City Engineer approved the final subdivision plat for recording on May 4, 2017; and

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

NOW, THEREFORE, as security for the maintenance by the developer of the infrastructure improvements as shown on the final subdivision plat for Wando Woodlands, Phase 5, 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 \$150,000, 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

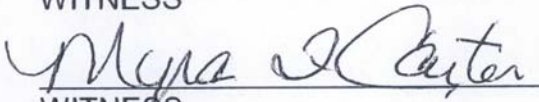
such written notice or within ten (10) days, in the event of such notice being received during the last sixty (60) days covered by this Maintenance Guarantee and letter of credit, the following conditions shall prevail:

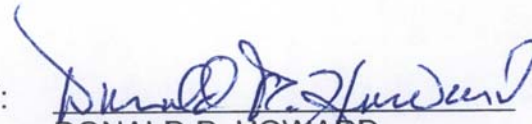
- A. This Maintenance Guarantee shall be considered violated and in default with the City having full right and authority to make claims on the guarantee amount provided for herein.
- B. The City may make claim against the full amount of the monetary guarantee, until such time as the City is able to 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 4th day of May, 2017.


WITNESS


WITNESS

BY: 
DONALD P. HOWARD
ITS: MANAGING PARTNER

ACCEPTED THIS _____ DAY OF _____, 20____.

City of North Augusta

WITNESS

BY: _____
B. TODD GLOVER
ITS: CITY ADMINISTRATOR

WITNESS

IRREVOCABLE LETTER OF CREDIT

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

Lender: South State Bank
Aiken Pine Log Rd
520 Gervais Street
PO Box 100113
Columbia, SC 29202-3113

Beneficiary: City of North Augusta
100 Georgia Ave
North Augusta, SC 29841

NO.: 1220

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 05-04-2019 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 One Hundred Fifty Thousand & 00/100 Dollars (\$150,000.00) (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 IRREVOCABLE LETTER OF CREDIT NO. 1220 DATED 05-04-2017," 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 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.

**IRREVOCABLE LETTER OF CREDIT
(Continued)**

Loan No: 12457795

Page 2

Dated: May 4, 2017

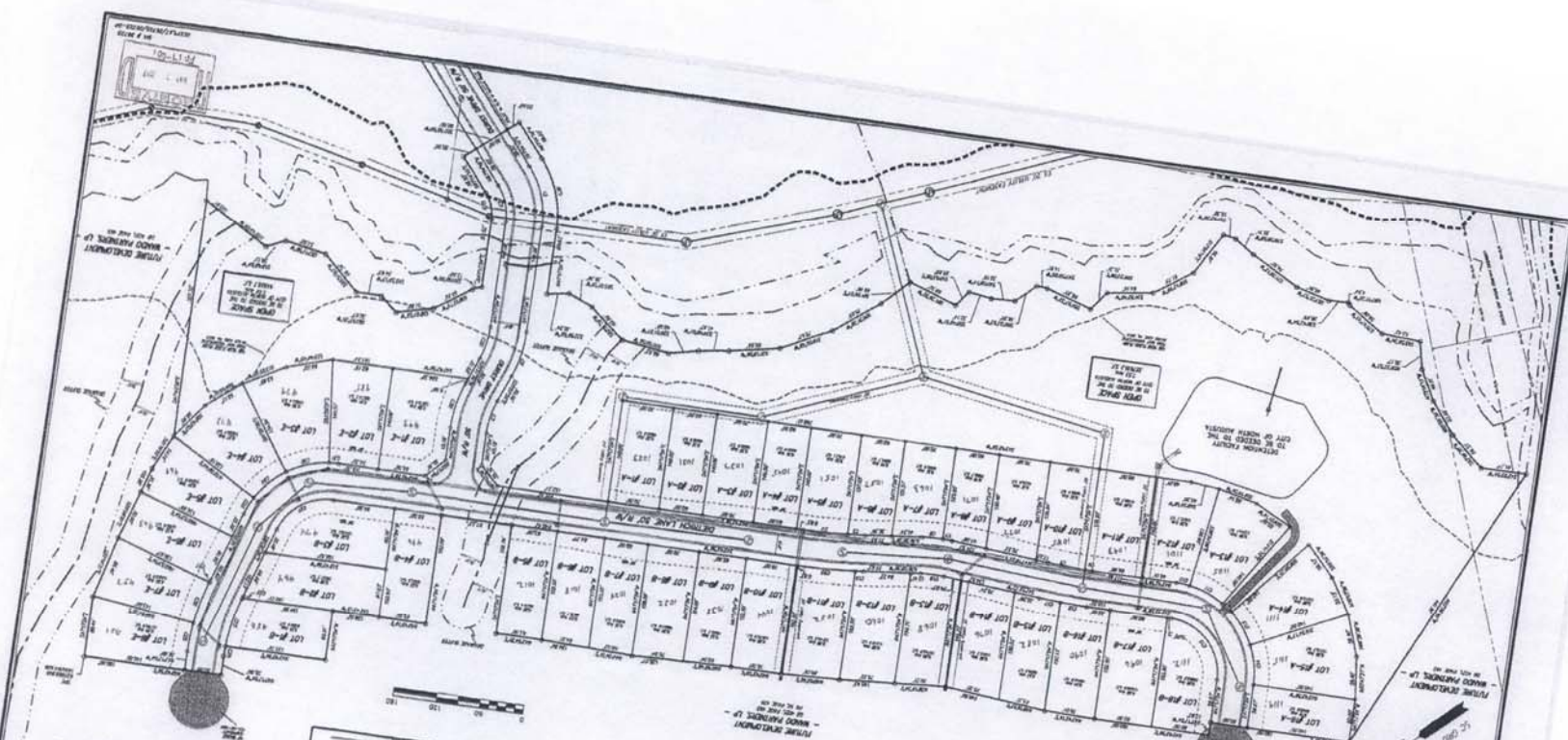
LENDER:

SOUTH STATE BANK

By:  (Seal)
Authorized Signer

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures



RECORD PLAT
PHASE FIVE
WANDO WOODLANDS
 PROPERTY LOCATED IN THE CITY OF NORTH ALABAMA
 ANKENY COUNTY, SOUTH CAROLINA
 DATE: APRIL 12, 2017
 SCALE: 1" = 60'
 SHEET: 1 OF 1
 PREPARED BY: SOUTHERN PARTNERS, LP
 CHECKED BY: SOUTHERN PARTNERS, LP
 DRAWN BY: SOUTHERN PARTNERS, LP
 1233 ALABAMA WEST PARKWAY, SUITE 200, MOBILE, AL 36688-3000

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. THE PROPERTY IS TO BE DEVELOPED IN ACCORDANCE WITH THE CITY OF NORTH ALABAMA ZONING ORDINANCES AND THE ANKENY COUNTY ZONING ORDINANCES.
3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTH ALABAMA AND ANKENY COUNTY.
4. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. THE DEVELOPER SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
6. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL UTILITIES AND STRUCTURES.
7. THE DEVELOPER SHALL MAINTAIN ALL EXISTING TREES AND LANDSCAPE UNLESS OTHERWISE NOTED.
8. THE DEVELOPER SHALL MAINTAIN ALL EXISTING EASEMENTS AND RIGHTS-OF-WAY UNLESS OTHERWISE NOTED.
9. THE DEVELOPER SHALL MAINTAIN ALL EXISTING SETBACKS UNLESS OTHERWISE NOTED.
10. THE DEVELOPER SHALL MAINTAIN ALL EXISTING ADJACENT PROPERTIES UNLESS OTHERWISE NOTED.

LOT #	AREA (SQ FT)	PERCENTAGE
LOT #1-A	10,000	10.00%
LOT #1-B	10,000	10.00%
LOT #1-C	10,000	10.00%
LOT #1-D	10,000	10.00%
LOT #1-E	10,000	10.00%
LOT #1-F	10,000	10.00%
LOT #1-G	10,000	10.00%
LOT #1-H	10,000	10.00%
LOT #1-I	10,000	10.00%
LOT #1-J	10,000	10.00%
LOT #1-K	10,000	10.00%
LOT #1-L	10,000	10.00%
LOT #1-M	10,000	10.00%
LOT #1-N	10,000	10.00%
LOT #1-O	10,000	10.00%
LOT #1-P	10,000	10.00%
LOT #1-Q	10,000	10.00%
LOT #1-R	10,000	10.00%
LOT #1-S	10,000	10.00%
LOT #1-T	10,000	10.00%
LOT #1-U	10,000	10.00%
LOT #1-V	10,000	10.00%
LOT #1-W	10,000	10.00%
LOT #1-X	10,000	10.00%
LOT #1-Y	10,000	10.00%
LOT #1-Z	10,000	10.00%
LOT #2-A	10,000	10.00%
LOT #2-B	10,000	10.00%
LOT #2-C	10,000	10.00%
LOT #2-D	10,000	10.00%
LOT #2-E	10,000	10.00%
LOT #2-F	10,000	10.00%
LOT #2-G	10,000	10.00%
LOT #2-H	10,000	10.00%
LOT #2-I	10,000	10.00%
LOT #2-J	10,000	10.00%
LOT #2-K	10,000	10.00%
LOT #2-L	10,000	10.00%
LOT #2-M	10,000	10.00%
LOT #2-N	10,000	10.00%
LOT #2-O	10,000	10.00%
LOT #2-P	10,000	10.00%
LOT #2-Q	10,000	10.00%
LOT #2-R	10,000	10.00%
LOT #2-S	10,000	10.00%
LOT #2-T	10,000	10.00%
LOT #2-U	10,000	10.00%
LOT #2-V	10,000	10.00%
LOT #2-W	10,000	10.00%
LOT #2-X	10,000	10.00%
LOT #2-Y	10,000	10.00%
LOT #2-Z	10,000	10.00%

PROJECT DATA

PROJECT NAME: WANDO WOODLANDS PHASE FIVE
 PROJECT NO: 17-001
 SHEET NO: 1 OF 1
 DATE: APRIL 12, 2017
 SCALE: 1" = 60'



GENERAL NOTES

1. THE DEVELOPER SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.

BY THE SURVEYOR: [Signature]

