PUBLIC SAFETY COMMITTEE MEETING

MONDAY, NOVEMBER 7, 2022 | 6 PM

1st committee meeting

The Committee will meet in Mauldin City Hall at 5 East Butler Road in the Council Chambers at 6 p.m.

The meeting will be available remotely through Zoom. Please visit the City's website at https://cityofmauldin.org/your-government/meeting-minutes-agendas/ to access the meeting via audio and videoconferencing.
A quorum of Council will be present.

PUBLIC SAFETY COMMITTEE MEETING
NOVEMBER 7, 2022, 6PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD

Committee Members: Carol King (Chair), Frank Allgood, and Jason Kraeling

1. **Call to Order** — The Honorable Carol King

2. **Public Comment** — The Honorable Carol King

3. **Reading and Approval of Minutes** — The Honorable Carol King
   a. Public Safety Committee Meeting: September 6, 2022 [Pages 3-5]

4. **Reports or Communications from City Officers** — The Honorable Carol King
   a. Fire Chief Brian McHone
      i. Budget Review
   b. Clerk of Court
      i. Budget Review
   c. Police Chief George Miller
      i. Budget Review

5. **Unfinished Business** — The Honorable Carol King
   There is no unfinished business.

6. **New Business** — The Honorable Carol King
   a. Amended agreement with the County Drug Enforcement Unit [Pages 6-12]
   b. Duke Energy Utility Easement [Pages 13-16]

7. **Public Comment** — The Honorable Carol King

8. **Committee Concerns** — The Honorable Carol King

9. **Adjournment**

MINUTES
PUBLIC SAFETY COMMITTEE MEETING
SEPTEMBER 6, 2022, 6PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD
3rd meeting

Committee Members present: Carol King (Chair), Frank Allgood, and Jason Kraeling

Others present: Chief Brian McHone, Chief George Miller, and Interim City Administrator Rebecca Vance

1. Call to Order- Chairwoman King

Chairwoman King shared how sorry we all are that Sgt. Sam Harrell passed away over the weekend.

2. Public Comment-

Diane Kuzniar: I live at 503 Knollwood Drive. I wanted to share with you some concerns I have heard from the open burning. I just wanted to share that with you. Smoke is getting in their homes, ashes on the porches. One resident sent me a picture of ashes in his hand that he picked up off of his front porch. Page 8 of your packet in the ordinance, on 4c, "The applicant shall conduct the burn at such location and under such conditions that smoke or fumes will not go onto any roadway or the property of others and not pose a health or environmental hazard." I believe when we approved the permit, the question was asked if they would be burning on windy days and we were told oh no, only burning when the weather is amenable to that. The day I got the text was the day it was breezy outside. I just wanted to bring that up.

3.Reading and Approval of Minutes
a. Public Safety Committee Meeting: August 1, 2022

Motion: Councilman Kraeling made a motion to approve the minutes with Councilman Allgood seconding.

Vote: The vote was unanimous (3-0).

4. Reports or Communications from City Officers
a. Fire Chief Brian McHone
i. Budget Review- The budget looks good.

Chief McHone said he spoke to Andy Brown of Terra Flex and told him of the concerns that were being brought up regarding the open burning. Mr. Brown said he would tell the superintendent to be mindful of the weather. The burning should be done by the end of the week.

b. Clerk of Court- No report this month.
i. Budget Review

The applicant that was chosen has accepted the position of Clerk of Court.

c. Police Chief George Miller

i. Budget Review- The budget looks good.

Chief Miller thanked the departments for their help with National Night Out. The department received a box of toys for Christmas in July for the Victim's Advocate to hand out to children who may be in distress.

The fire and police departments will deliver Meals on Wheels on September 28th.

5. Unfinished Business- There is no unfinished business.

6. New Business

a. Open Burning Ordinance- The ordinance will be amended to remove the provision that Council has to approve burn permits. The Fire Chief or his designee will be the one to issue permits.

Councilman Kraeling said if someone is not complying with the conditions of the permit, the Fire Chief can stop the process and pull the permit. The ordinance as written gives the ability to pull the permit if needed.

Motion: Councilman Kraeling made a motion to send this item to Council with Councilman Allgood seconding.

Vote: The vote was unanimous (3-0).

b. Bid for K9 car upfit

Unique Lighting Solutions bid on the project. They have worked on our vehicles previously.

Motion: Councilman Allgood made a motion to send this item to Council with Councilman Kraeling seconding.

Vote: The vote was unanimous (3-0).

c. Bid for Police Car upfit

Unique Lighting Solutions bid on these cars as well.

Motion: Councilman Allgood made a motion to send this item to Council with Councilman Kraeling seconding.

Vote: The vote was unanimous (3-0).

d. Record Retention Schedule

This item is regarding adoption of a personnel file record retention schedule. Personnel files will be destroyed five years after the employee leaves employment. Councilman Allgood asked if there was a policy for all city employees' records. The Interim Administrator find out.
Chairwoman King said because of various standards, the police department has to operate a little differently than the other city departments.

Motion: Councilman Kraeling made a motion to send this item to Council with Councilman Allgood seconding.

Vote: The vote was unanimous (3-0).

e. Contract with DJJ

We have an annual contract with the Department of Juvenile Justice to house our juveniles. The charge is $50.00 a day. The City Administrator will sign the contract.

Motion: Councilman Kraeling made a motion to send this item to Council with Councilman Allgood seconding.

Vote: The vote was unanimous (3-0).

7. Public Comment- None

8. Committee Concerns- None

9. Adjournment- Chairwoman King adjourned the meeting at 7:22 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

PUBLIC SAFETY COMMITTEE
AGENDA ITEM SUMMARY

MEETING DATE: November 7, 2022
AGENDA ITEM: 6a

TO: Public Safety Committee
FROM: Chief George Miller
SUBJECT: Amended Mutual Aid with the DEU (Drug Enforcement Unit)

REQUEST

To approve an Amended Mutual Aid with the DEU

HISTORY/BACKGROUND

All agencies in Greenville participate in the DEU. A mutual aid in the start-up of the DEU was signed by all agencies. The Solicitor's Office started up the DEU and is the overseer of it. They are responsible for hiring the commander, with the approval of the Chief's and the Sheriff (Governing Board). They are also responsible for paying the salary of the commander of the DEU.

ANALYSIS or STAFF FINDINGS

After consideration from the Solicitor, the Sheriff and the Chief's the Governing Board has voted and allowed for the Greenville County Sheriff's Office to provide a person as the commander as well as pay his salary. The DEU will still fall under the Solicitor's Office. The commander, even though he works for the Sheriff's Office will fall under the Governing Board when it pertains to DEU business. The person chosen was Captain Johnny Westmoreland.

FISCAL IMPACT

There will be no Fiscal Impact to anyone except for the Sheriff.

RECOMMENDATION

Staff recommends we accept the Amended Mutual Aid from the DEU to allow the Sheriff to provide the commander and pay his salary

ATTACHMENTS

A copy of the Amended Aid

Amended Memorandum of Understanding
Greenville County
Multijurisdictional Drug Enforcement Task Force

This Amended Memorandum of Understanding (MOU) is made among: The Thirteenth Circuit Solicitor's Office, the Greenville County Sheriff's Office, the City of Greenville Police Department, Greer Police Department, Fountain Inn Police Department, Mauldin Police Department, Simpsonville Police Department, and Travelers Rest Police Department (Participating Agencies). The Participating Agencies agree as follows:

Creation. The Greenville County Multi-Jurisdictional Drug Enforcement Unit ("GCMDEU" or "Unit") is hereby created to provide a more comprehensive investigative approach to combat trafficking in narcotics and dangerous drugs and other related crimes in Greenville County; and to provide a more effective use of public resources.

Responsibilities. The GCMDEU has the following responsibilities:

1. To disrupt illicit drug trafficking in the State of South Carolina, the Greenville County area, adjacent regions, and adjoining states;
2. To gather and compile intelligence data relating to trafficking in both narcotics and other dangerous drugs;
3. To conduct undercover operations when appropriate and to engage in other traditional methods of investigation in order to effectively prosecute drug law violations in the appropriate courts:
4. To cooperate with state and federal law enforcement agencies in the investigation, arrest, and prosecution of upper-level drug dealers;
5. To enforce laws prohibiting money laundering and organized criminal activities;
6. To enforce laws prohibiting vice-related crimes, including gambling, solicitation, and prostitution;
7. To enforce all state laws anywhere in Greenville County. To enforce all county ordinances in any unincorporated portion of Greenville County. To enforce any municipal ordinance of any municipality in Greenville County while the officer is located in that municipality; and
8. To conduct any other law enforcement investigation or activity as authorized by the GCMDEU Commander and/or the GCMDEU Governing Board.

Governing Board. The Governing Board of the GCMDEU shall be comprised of the chief executive officer of each Participating Agency ("Governing Board"), or his/her designee, provided that the Participating Agency has staff assigned to the GCMDEU. The chair of the Governing Board shall be chosen by a majority vote of the membership, and the term shall be one year from the date of selection, unless otherwise determined by a vote of the Governing Board.

Duties of Governing Board. The Governing Board, with the exception of the Thirteenth Circuit Solicitor, will determine both the general and specific direction in all law enforcement matters of the GCMDEU using the most recent edition of Robert's Rules of Order to govern their deliberations in cases not otherwise provided for by statute, relevant City or County Code, rule or regulation in that order. The Governing Board shall meet at least monthly during the term of

this MOU.

Solicitor's Role. The Thirteenth Circuit Solicitor's role in the Governing Board shall be limited to serving as the employing agency for the Commander if so requested by the Governing Board and providing legal advice to the Governing Board and to vote on administrative matters that concern the GCMDEU.

Quorum. A majority of the Governing Board members shall constitute a quorum for the transaction of business at any meeting of the Governing Board. If a quorum is not present at any meeting of the Governing Board, no action may be taken. Governing Board members may participate in, and be regarded as present; at any meeting of the Governing Board by means of conference call or any other means of communication by which all persons participating in the meeting can hear each other simultaneously. Unless otherwise determined by the Governing Board and confirmed in writing at least 7 days in advance of a meeting date, no proxy votes shall be permitted. The presence of the Thirteenth Circuit Solicitor shall be included for determination of a quorum; however, the Solicitor shall abstain from voting on any substantive law enforcement matters.

Action. The Governing Board shall take action pursuant to resolutions adopted by the affirmative vote of a majority of the members participating in a meeting at which a quorum is present. All action by the Governing Board, whether taken during a regular meeting or during executive session, shall be recorded in the minutes of the meeting, unless such action would qualify as a matter exempt from disclosure pursuant to SC Code Annotated §30-4-40 (as amended). In addition, the Governing Board may take action between meetings by written consent as necessary. Such written consent may be by electronic vote and will be included in the next meeting's minutes documenting the action taken.

Commented [MKT1]: If FOIA applies to GCMJDEU, then this provision violates 30-4-70(c)

Assignment of Law Enforcement Officers. Each Participating Agency, other than the Thirteenth Circuit Solicitor's Office, shall provide a minimum of one full-time narcotic enforcement officer to be assigned to the GCMDEU. The Participating Agencies also recognize that staff resource constraints may cause any agency to limit its participation or temporarily withdraw from the GCMDEU for a period of time, until resources are sufficient to participate. During such periods, the affected agency may still be represented at the Governing Board, but shall not qualify for purposes of quorum or vote.

Jurisdiction. All officers assigned to the GCMDEU shall have law enforcement jurisdiction pursuant to applicable enabling agreements and to which this agreement conforms. This jurisdictional permission shall apply only to assignments undertaken pursuant to GCMDEU functions and shall remain applicable regardless of Unit participation by the Greenville County Sheriff's Office, unless expressly prohibited by the Sheriff.

Prosecution. The Solicitor will assign a prosecutorial liaison for all GCMDEU cases, except for cases that may be tried in Federal court or other jurisdiction's cases.

Supervision. The Governing Board will select and assign experienced narcotics enforcement officers with extensive administrative and operational experience to serve as supervisors of the

GCMDEU. A supervisor is someone who holds the rank of sergeant or higher, or is a supervisor at his or her respective agency that is otherwise qualified through his or her training and experience as determined by the Governing Board. The Governing Board will assign, with the consent of the Solicitor, a Commander to manage the overall operations of the GCMDEU. During their assignment, GCMDEU officers shall be under the direct supervision and control of the assigned supervisors and Commander. The GCMDEU Commander is under the direct supervision and control of either the Solicitor's Office or the Greenville County Sheriff's Office for all employment related-purposes. If the Commander is an employee of the Greenville County Sheriff's Office, he or she must hold the rank of Captain or higher. The Solicitor or his designee hereby delegates tactical control over the Commander's day to day GCMDEU operations to the Governing Board. The Commander may not appoint a person as a supervisor unless that person is a supervisor at the agency where he/she is employed on a full-time basis.

Commented [MKT2]: We may want to rethink this sentence. Not sure what the best way to put this is.

Guidelines and Procedures. The GCMDEU operational guidelines and procedures will be developed by the GCMDEU Commander for approval by the Governing Board. Additionally, the GCMDEU Commander will collaborate with all Greenville County municipal police agencies to develop and implement an appropriate deconfliction policy. All officers assigned to the GCMDEU will comply with all guidelines and procedures so approved. Failure to comply may be grounds for reassignment. The guidelines and procedures will not supersede any policies or guidelines adopted by a Participating Agency.

Work Assignments. With the exception of special assignments, officers assigned to the GCMDEU will work on assigned activities during their on-duty hours. The work schedule of the officers will vary according to operational requirements. The usual work week will be 40 hours. The GCMDEU Commander may request an officer be reassigned for any reason and may bring any operational, manpower or personnel issue before the Governing Board for consideration and vote.

Compensation. Employees authorized to the GCMDEU will remain employees of their respective agencies and will be compensated by the respective agency. Compensation shall include all salary, fringe and overtime expenses related to the authorized transfer to the GCMDEU.

Data Storage. The GCMDEU shall maintain all records necessary to adhere to applicable Best Practices. All Participating Agencies shall have access to all information stored by the Unit via their participating personnel and via the Commander. The Commander shall be responsible for maintaining and appropriately disseminating all information according to accepted Law Enforcement Standards.

Office Location. The GCMDEU will operate out of one location, upon which the Governing Board will mutually agree.

Press Releases/Conferences. Press releases or press conferences for operations conducted by the GCMDEU shall be the responsibility of the Commander or his designee in coordination with the Solicitor's Office. For major cases (as defined by the GCMDEU Commander) the chief executive officer, or his designee, of the jurisdiction where the crime or investigation occurred,

in coordination with the Solicitor's Office may issue press releases or hold press conferences.

Funding. Each Participating Agency agrees to contribute to the funds necessary to begin the GCMDEU, including in-kind contributions where possible. Both in-kind and cash contributions shall be detailed and disclosed in a separate document to be maintained by the Commander or his designee and to be shared with the Governing Board on a quarterly basis.

Use and Distribution of Assets. The use or distribution of any and all assets seized and forfeited to the GCMDEU will be by decision of the Governing Board and following the statutory framework set forth by S.C. Code Ann. § 44-53-530. Generally, distributions will be made quarterly. Distributed assets will be divided equitably among the Participating Agencies in accordance with the following provisions, unless contrary to applicable laws or court orders, in which case, such law or court order shall apply. Unless an alternate distribution is agreed upon by vote of the Governing Board, distributions will be divided by the actual manpower allocations in effect on the last day of the preceding quarter.

Dispute of Allocation. Any Participating Agency may request a hearing by the Governing Board in order to dispute a specific quarterly allocation. The governing Board may, in its discretion, request additional information regarding the dispute and may confirm the original decision without additional vote or may determine that an additional vote is appropriate.

Determination of "GCMDEU" Seizures. All seizures to be distributed as described in this agreement shall meet the following criteria:

1. The preliminary intelligence for the seizure originated pursuant to the work by a member of the Unit, or
2. The intelligence gathered by any source and documented as "turned over" to the Unit resulted in the seizure.

All seized currency over $1,000 and all assets seized other than currency reduced to cash proceeds will be distributed pursuant to S.C Code Ann. § 44-53-530, as amended, as follows: Five percent to the State of South Carolina: Twenty percent to the Solicitor, and Seventy-five percent to the GCMDEU to be distributed to the Participating Agencies according to manpower allocations as outlined in this MOU, or as otherwise agreed upon by the Governing Board.

Commented [MKT3]: When we get a gun or motor vehicle, it has to go to GCSO instead of DEU since DEU can't exchange weapons or get title to a car. Should we address this in MOU?

All seized drug-related currency under $1,000 and Federal forfeitures of any type and amount, including currency and other assets, will be distributed according to manpower allocations as set forth in this MOU, unless the specific distribution is controlled by court order or statute.

Manpower Allocations. Full manpower allocations are as follows:

Agency	Personnel

TOTAL	

Dissolution. Upon dissolution of the GCMDEU, equipment purchased with grant funds will be retained by the Participating Agency that paid the local match, unless otherwise dictated by the specific grant funding entity. All equipment purchased with program income will be divided equitably to each Participating Agency according to the manpower allocations in effect at the time of any such dissolution. Upon withdrawal by any Participating Agency while the GCMDEU continues to operate, all equipment purchased by the withdrawing agency will be retained by the withdrawing agency. No equipment purchased with program funds will be assigned to any withdrawing agency as long as the GCMDEU continues to operate.

Effective Date. This MOU shall become effective on the date subscribed below and shall automatically renew each anniversary date, year to year, unless terminated by the Governing Board. Any Participating Agency may terminate participation in the GCMDEU by providing written notice to the Governing Board. Such termination shall not impact the participation of any other Participating Agency to this MOU nor will it impact the validity of this MOU. All Participating Agencies agree that any and all successors in interest to their offices will be similarly bound by the terms of this MOU without necessitating execution of any amendment.

Effect of Previous Agreements. This MOU shall supersede, govern and control over any prior GCMDEU agreements or memoranda of understanding.

Amendments. Any non-substantive amendments to this agreement may be adopted upon approval of the Governing Board.

Commented [MKT4]: Unanimous or simple majority?

SIGNATURE PAGE TO BE CREATED.

IN WITNESS WHEREOF, the Participating Agency hereto has executed this Memorandum of Understanding on the date designated herein below. By signing this document, the Participating Agency has agreed to work in partnership to support the Greenville County Multi-jurisdictional Drug Enforcement Unit in order to combat trafficking in narcotics and dangerous drugs and other related crimes in Greenville County; and to provide a more effective use of public resources.

City of Mauldin

_____
Terry Merritt, Mayor

DATE: _____

_____
George Miller, Chief of Police

DATE: _____

PUBLIC SAFETY COMMITTEE
AGENDA ITEM

MEETING DATE: November 7, 2022

AGENDA ITEM: 6b

TO: Public Safety Committee

FROM: Fire Chief Brian McHone

SUBJECT: Duke Energy Easement

REQUEST

Consideration and action on granting a utility easement to Duke Energy.

HISTORY/BACKGROUND

A utility easement is needed from the City for the new fire department headquarters. The Easement will authorize Duke Energy to access, install, maintain and inspect the proposed electrical facilities on the property. Permanent power will be established after the signed easement is received.

FINANCIAL IMPACT

None

RECOMMENDATION

Recommendation to grant the utility easement to Duke Energy.

Prepared by: Duke Energy Carolinas, LLC
Return To: Duke Energy Carolinas, LLC
Attn: Wanda Stewart
1361 W. Wade Hampton Blvd
Suite F; Box 148
Greer, SC 29650

Parcel # M013020200404

EASEMENT

State of South Carolina
County of Greenville

THIS EASEMENT ("**Easement**") is made this ____ day of _____ 20____, from the **CITY OF MAULDIN SOUTH CAROLINA,** a municipality within the County of Greenville, South Carolina ("**Grantor**", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book 2609, Page 1142 on November 19, 2020; also shown as Parcel "A", containing 2.23 acres more or less, on a plat entitled "City of Mauldin" as recorded in Plat Book 1382, Page 76 - 77 on November 18, 2020;** all in the Greenville County Register of Deeds ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

Witnesses:

CITY OF MAULDIN
- a municipality within the County of Greenville, South Carolina

_____ (SEAL)
Terry Merritt, Mayor

_____
(Witness #1)

_____
(Witness #2)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that Terry Merritt, as Mayor of City of Mauldin, a municipality within the County of Greenville, South Carolina, personally appeared before me this day and acknowledged the due execution of the forgoing EASEMENT.

Witness my hand and notarial seal, this _____ day of _____, 20_____.

Notary Public: _____

Commission Expires: _____

For Grantee's Internal Use:
Work Order #: 46950624-10