

LEGAL ADVERTISING

NOTICE OF ELECTION

North Carolina,
Macon County,
TOWN OF FRANKLIN.

Notice is hereby given that an election is hereby called and will be held at the court house in the Town of Franklin, Macon County, North Carolina, on Tuesday, the 15th day of July, 1933, at which election the question of the approval of the sale of the Town of Franklin's hydro-electric plant to the Nantahala Power & Light Company will be submitted to the qualified voters of the Town of Franklin as required by Section 263 of the Consolidated Statutes of North Carolina, that the following is a copy of the proposal to buy said plant made by the Nantahala Power & Light Company and a copy of the Minutes of the Town of Franklin accepting said proposal:

PROPOSAL OF NANTAHALA POWER & LIGHT COMPANY TO PURCHASE THE MUNICIPAL ELECTRIC LIGHT AND POWER PLANT AND SYSTEM OF THE TOWN OF FRANKLIN, NORTH CAROLINA.

To the Mayor and Board of Aldermen of the Town of Franklin, North Carolina:

The undersigned Nantahala Power & Light Company, a North Carolina corporation, hereby submits for your consideration and prompt acceptance the following proposal for the purchase of the electric light and power system of the Town of Franklin, including dam, power house, all machinery now installed, real estate, water rights, flowage rights, rights of way and easements, transmission lines, distribution systems, street lighting system, substations and transformer stations, including lands on which the same are located, meters, house tap services, and all appurtenances and equipment pertaining to the municipal electric light and power system of said Town of Franklin; and including also all property flowage rights, rights of way and easements, together with equipment situated thereon or connected therewith, or used in connection with and a part of the Franklin hydro-electric power and light system, title to which now vests in the Northwest Carolina Utilities Corporation and which has been acquired by said corporation since, or which was not included in the original deed from the Town of Franklin to the Juppulo Public Service Company under deed dated October 1st, 1928, and recorded in Book R-4, page 221 et seq., Deed Records of Macon County, N. C. Said property to be delivered free and clear of all liens and encumbrances; all fee lands to be conveyed by deed of general warranty and all rights of way and easements to be conveyed by such instruments as will convey to the purchaser an unincumbered title thereto.

Nantahala Power and Light Company, its successors and assigns, will at all times maintain the hydro-electric plant and appurtenances, transmission lines and distribution systems in satisfactory operating condition, to enable it to render satisfactory service.

In addition to said electric light and power system and appurtenances above set forth, said town of Franklin to grant to Nantahala Power & Light Company, its successors and assigns, an exclusive sixty (60) year franchise, granting the right to furnish, sell and distribute electric current, light, heat and power within the corporate limits of the town of Franklin as now existing and as the same may be hereafter extended or modified; together with all necessary and practicable rights of way and easements over the streets, alleys and other public ways and places in said town and over and upon any lands owned or leased by the municipality for the erection, maintenance and operation of poles, transmission lines, and other structures used for or in connection with the transmission and distribution of electric energy from said hydro-electric plant on the Little Tennessee River, or connected plants. The rates to be charged and collected for light, heat and power to all domestic and commercial users, including municipal buildings, to be in accordance with the rates which may from time to time be prescribed and approved by the North Carolina Corporation Commission or other rate making body of the State. A copy of said franchise is hereto attached and designated as "Exhibit A," and made a part of this proposal.

The town of Franklin shall also enter into a contract with the undersigned for a period of thirty (30) years for lighting the streets, alleys and other public places in said town. The terms and rates being fully set forth in the contract to be executed by said town of Franklin, a copy of which is hereto attached and designated as "Exhibit B," and made a part of this proposal.

The price and terms of payment for said municipal plant, rights

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casements and equipment hereinbefore set forth and this described in this proposal, to be as follows:

The Nantahala Power & Light Company to assume payment of the principal of the outstanding bonds issued in connection with the building of said hydro-electric project and its appurtenances amounting to, as of October 1, 1933, TWO HUNDRED SEVENTY THOUSAND (\$270,000) DOLLARS, evidenced by six per cent Serial Bonds of said Town, dated October 1, 1924, together with interest thereon, and also to assume payment of additional issue of bonds, issued in connection with the construction of the hydro-electric project, amounting, as of June 1, 1933, to SEVENTEEN THOUSAND FIVE HUNDRED (\$17,500) DOLLARS, evidenced by six per cent Serial Bonds, dated June 1, 1926, together with all interest thereon accruing subsequent to June 1, 1933. In the event the Town of Franklin shall, after due diligence, be unable to acquire clear title to property above described and tender to the Nantahala Power & Light Company clear of encumbrances, all rights-of-way and easements by such instruments as will convey to the purchaser an unincumbered title by September 30, 1933, the Town of Franklin will, in that event pay all bond interest and principal upon the two above issues of bonds falling due before the delivery of said title. And the Nantahala Power & Light Company will, upon receipt of such warranty deed, easements, rights-of-way, etc., as above described, refund to the Town of Franklin the total amount paid for above said bond interest and principal immediately upon receipt of such above described warranty deed, easements and rights-of-way, and in addition the Nantahala Power & Light Company will continue the management and operation of the hydro-electric system for and on behalf of the Town of Franklin after September 30, 1933, in accordance with the terms of the contract dated May 24, 1933, until such time as the Town of Franklin finds that it can or cannot deliver a good title to the above described property.

The Nantahala Power & Light Company shall execute to the town of Franklin a deed of trust upon the above described property in order to secure to the town of Franklin the payment of the purchase price above mentioned.

The title to all properties and equipment to be conveyed under this proposal shall be subject to the approval of the attorney for the undersigned.

This proposal is subject to such approval and ratification by the qualified voters of the town of Franklin as may be required by law.

The undersigned agrees to assume payment of the bonds and interest as herein provided, immediately upon delivery of title to all of the property described herein and satisfactory evidence that all legal requirements have been complied with by the Town of Franklin in order to convey the legal title thereto and such payments shall be made to the town of Franklin. The town of Franklin shall use such payments to retire said bonds and to pay said interest when they severally shall fall due. Nantahala Power & Light Company will make payment to the Town of Franklin of each amount due at least five (5) days before the due date, and the Town of Franklin shall use such amounts so received for the purposes intended herein, and as evidence of its faithful performance the town of Franklin will submit for inspection of representatives of Nantahala Power & Light Company, its successors and assigns, all cancelled bonds and interest coupons of the above mentioned issue of its power and light bonds when received by it.

The Nantahala Power & Light Company will obtain from the Aluminum Company of America and deliver to the town of Franklin, a guarantee of that Company, assuring the faithful performance of the obligations assumed by the Nantahala Power & Light Company under this contract.

This proposal to be accepted and delivery of title completed in accordance with the provisions set forth on pages 3 and 4 of this proposal where the assumption of the principal and interest of the bonds is treated, and the undersigned under such provisions grants to the town of Franklin the time necessary for it to diligently prosecute legal steps required to perfect title to the property to be deeded to the Nantahala Power & Light Company.

Respectfully submitted this 5th day of June, 1933.

NANTAHALA POWER AND LIGHT COMPANY

By J. E. S. THORPE, President.

EXHIBIT "A"

FRANCHISE

Granted by the Town of Franklin to

Nantahala Power and Light Company

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Granting authority to said company to use the streets and other public places in the town of Franklin for constructing, maintaining, and using pole lines, and other appliances for transmitting and distributing electric energy and for other purposes.

SECTION ONE: Be it resolved by the Board of Aldermen of the Town of Franklin that exclusive permission and consent is hereby granted the Nantahala Power and Light Company, its successors and assigns, to occupy and use the streets, alleys, and other public places of the Town of Franklin, North Carolina, within the present and future corporate limits of said town as from time to time the said company, its successors, lessees, and assigns, may deem proper or necessary for the erection and maintenance of poles, towers, lines, wires, cables, conduits, insulators, transformers and all other appliances or connections necessary or convenient for the business and purposes of transmitting, conveying, conducting, using, supplying and distributing electric current or energy for light, heat, power, and other purposes for which electric current may be useful or practicable for public or private use, and to enter upon such streets, alleys, and public places as from time to time may be necessary for the extension, operation, repair, and renewal of the same or any portion thereof and to do all lawful acts necessary to insure safe and efficient public service.

SECTION TWO: Be it further resolved that the permission and consent herein contained are granted only upon the following conditions:

(a). That the work of erecting the poles and all other work in public places of said town of Franklin shall be done under the supervision of the Mayor and Board of Aldermen of said town, and in accordance to such reasonable rules and regulations as they shall from time to time prescribe; and that the sidewalks, street pavements or street surfaces which may be displaced by reason of such work shall be properly replaced and relaid by the said Nantahala Power and Light Company, its successors, lessees, and assigns, to the satisfaction of the governing board of said town.

(b). That the said Nantahala Power and Light Company's successors, lessees, and assigns, shall fully protect and indemnify the town of Franklin from all damage to persons or property, caused by the erection and maintenance of poles, wires, cables, conduits or other works or equipment owned or maintained by it or them, or the condition of streets, alleys, or other public places, resulting therefrom, or on account of the transmission or distribution of electric energy within the town of Franklin on account of which judgment might be rendered against said town.

(c). That said Nantahala Power and Light Company, its successors, lessees, and assigns, shall in constructing and maintaining the system of electric lines, poles, wires, and other structures pertaining to its distribution system in said town submit and be subject to all reasonable laws, rules and regulations of said town of Franklin enacted for the regulation or control of the same.

SECTION THREE: Be it further resolved that the rights and privileges herein granted shall be limited to a period of sixty (60) calendar years, from and after twelve (12) o'clock M. A. D. 19

SECTION FOUR: Be it further resolved that all ordinances in conflict herewith, be and the same are hereby repealed.

Adopted and passed first reading by the Board of Aldermen of the town of Franklin at a regular meeting held on the day of 1933, and continued for second and final reading to the next regular meeting of said Board.

Passed second reading and unanimously adopted and ratified by the Board of Aldermen of the town of Franklin at a regular meeting held on the day of 1933.

Attest: Mayor.

Town Clerk

The foregoing franchise is hereby accepted and all of its terms and conditions agreed to, this day of 1933.

NANTAHALA POWER AND LIGHT COMPANY

By President.

Attest: Secretary.

EXHIBIT "B"

MUNICIPAL LIGHTING CONTRACT

North Carolina,

Macon County.

THIS AGREEMENT, made and entered into on this day of A. D. 1933, by and between the TOWN OF FRANKLIN, North Carolina, a municipal corporation hereinafter called the town, and NANTAHALA POWER AND LIGHT COMPANY,

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a corporation duly organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called the company.

WITNESSETH:

THAT WHEREAS the town has granted a franchise of even date herewith to the company for the purpose of maintaining and operating an electric distribution system, in, along, and over the streets, alleys and public places of the said town, over which distribution system electric energy is to be distributed; and

WHEREAS the said town desires the company, its successors and assigns, to furnish electric energy for use in lighting its streets, for pumping water, and for other municipal purposes, except for resale, during a period of thirty (30) years; and the company desires to furnish said electric energy during said period.

NOW THEREFORE, the parties hereto agree as follows:

(1). The company agrees to furnish, erect and maintain at its own expense all poles, towers, wires, cables, conduits, insulators, transformers meters and other incidental appliances necessary for the proper furnishing and distribution of electric energy during the term of this agreement, in order to efficiently light the streets, alleys, municipal buildings and other public places in said town, and to furnish electric energy to operate the pumps supplying water to the municipality; and to extend said distribution system from time to time as the needs of the town may require.

(2). The Town of Franklin is to furnish at its expense the brackets and shades and electric lamps used for street lighting, and the company is to erect these at company expense at the location or locations designated by the governing board of said town or by such person duly authorized by it.

(3). The company agrees to keep all lamps in the street lighting system lighted every night from dusk to dawn during the term of this contract unless prevented by storms or other providential causes for which the company is not responsible.

(4). The company agrees to furnish said town all such electric energy as may be required for street lighting and other municipal purposes during the period covered by this contract at the following rates:

Three (3) cents per K W H or such rate or rates as may be from time to time approved by the Corporation Commission or its successor in authority for all current or energy required by said town for lighting streets, alleys and public places and other municipal purposes exclusive of municipal buildings.

For lighting municipal buildings, the same rate charged by the company for lighting business houses situated within said town.

For operation of the pumps supplying water or other motive power at standard rates for such service as published by the company and approved by the Corporation Commission of North Carolina.

(5). The town agrees to furnish all lamps necessary for lighting its streets, alleys, and other public places, and to promptly deliver to the company lamps to replace broken lamps so that the service may be uninterrupted; the company, however, to make all lamp renewals necessary if requested by the town, at the usual standard price at date of renewals.

(6). The Town agrees to pay the Company for all electric energy furnished under this contract in monthly installments on or before the tenth (10th) day of each month, upon the statements rendered by the Company for all energy, lamp renewals and other material furnished during the preceding month at the rates for electric energy above set forth and—or attached hereto; and at current prices for lamps and materials.

(7). The company further agrees to turn on and extinguish the street lighting system and to comply with all reasonable rules and regulations that may from time to time be enacted by the governing board of said town.

(8). It is further agreed that the amount of energy furnished and used under the terms of this agreement shall be determined by standard meters properly installed, maintained, and inspected by the Company, said meters to be subject to inspection, and the readings verified by the governing board of said town or their duly appointed representatives.

This agreement shall remain in full force and effect for a period of Thirty (30) calendar years from and after twelve (12) o'clock noon of the day and year first above written.

IN TESTIMONY WHEREOF, the said Town of Franklin has caused this contract to be signed in its corporate name by its

and attested by its town clerk and secretary, and its corporate seal to be hereunto affixed; and the Nantahala Power and Light Company has caused the same to be signed

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by its president, attested by its secretary, and its corporate seal to be hereunto affixed.

TOWN OF FRANKLIN

By Mayor.

Attest:

Town Clerk & Secretary.

NANTAHALA POWER & LIGHT COMPANY

By President.

Attest: Secretary.

The foregoing contract for the furnishing of electric energy for the purposes of lighting streets and other municipal property, and for the furnishing of energy for pumping of water for the water supply of the Town of Franklin by Nantahala Power and Light Company was duly considered, discussed, approved and ratified at a regular meeting of the Board of Aldermen of the Town of Franklin, held on the day of 1933, at which meeting there were present the following members of said Board:

and said contract was ordered to be spread upon the Minutes of said Board of Aldermen as a part of its permanent record.

Attest: Mayor.

Town Clerk.

SCHEDULE "D"

For Power and Users of Large Quantities of Electric Energy

This schedule is applicable to consumers using electric service for motors and large energy consuming apparatus, other than for lighting of a combined capacity of 100 KW or greater.

Service will be supplied hereunder in accordance with the Rules and Regulations for power service.

Rate

Demand Charge:

\$1.35 per KW of demand.

Energy Charge:

1.5c net per KW H for first 10,000 KW H used per month.

1.25c net per KW H for next 20,000 KW H used per month.

1.0c net per KW H for next 60,000 KW H used per month.

0.9c net per KW H for next 100,000 KW H used per month.

0.85c net per KW H for the excess.

Contract Demand:

The contract demand under this schedule shall be the demand as determined under provisions of Rule 4 of the Rules and Regulations for power service.

Contract Service:

This schedule applies to service for a period of not less than five years, provided that, in the opinion of the Company, contracts of shorter duration are justified by particular circumstances.

SCHEDULE "H"

For Power and Other Uses of Electrical Energy with a Connected Load of More Than 21 KW and Less Than 100 KW

This schedule is applicable to consumers using electrical service for motors and other electrical consuming devices with a connected capacity of not less than 21 KW or more than 100 KW.

Service hereunder will be supplied in accordance with the Rules and Regulations.

Rate

Demand Charge:

\$1.35 per KW per month.

Energy Charge:

2c net per KW H for first 2,000 KW H per month.

1.25c net per KW H for the next 10,000 KW H per month.

1c net per KW H for the excess.

Contract Demand:

The contract demand under this schedule shall be the contract demand as determined under Rule 4 of the Rules and Regulations for power service.

Contract Service:

This schedule applies to service for a period of not less than one year, provided that, in the opinion of the company, contracts of shorter duration are justified by particular circumstances.

The regular meeting of the Board of Aldermen of the Town of Franklin was held at 8:30 o'clock p. m., June 5, 1933. The meeting was called to order by the Mayor. The following members were present: Mayor J. Frank Ray; Aldermen R. D. Sisk, J. H. Fouts and J. B. Pendergrass.

Upon motion of R. D. Sisk, seconded by J. B. Pendergrass, the proposal of the Nantahala Power & Light Company to purchase the municipal electric light and power plant and system of the Town of Franklin, North Carolina, a copy of which is hereto attached, was unanimously accepted, subject to the approval of the qualified voters of the Town of Franklin.

TOWN OF FRANKLIN

By J. FRANK RAY Mayor.

Attest: Geo. Dean, Clerk.

That an entirely new registration has been called, and that it will be necessary for all persons entitled to register to register for this

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election, so that a complete and accurate list of the qualified voters of said Town can be made and ascertained.

That John W. Edwards has been appointed registrar, and A. L. Leach and George A. Mashburn, judges of said election; that the registration books will be open on Saturday, June 10, 1933, and remain open until Saturday night, July 1, 1933, both included, Sunday excepted, for the registration of voters; that the registration books will be at the Town office in the Bank of Franklin building, on each Saturday, and shall be open from 9 o'clock a. m. until 5 o'clock p. m. on each day, Sunday excepted, for seven days preceding July 1st; that Saturday, July 1st, shall be challenge day; that the polls will be open on the day of the election from 8 a. m. to sunset, and no longer, and that each and every qualified voter whose names appears on the registration books will be entitled to vote; that a ballot will be furnished to each qualified elector at said election, which ballot will contain substantially the following words: "For sale of hydro-electric plant," and "Against sale of hydro-electric plant." One ballot will contain the two alternatives and will contain squares, in one of which the voter will mark an (X) in front of the alternative for which he or she desires to vote.

This 6th day of June, 1933.

J. FRANK RAY,

Mayor Town of Franklin.

GEO. DEAN,

Clerk Board of Aldermen

Town of Franklin.

J8-5tc-Jly6

NOTICE OF PUBLICATION OF SUMMONS

State of North Carolina,

County of Macon.

In Superior Court.

The Town of Franklin, by its Mayor, J. Frank Ray, and its Board of Aldermen, consisting of J. H. Fouts, R. D. Sisk, and J. B. Pendergrass

vs.

Jupollo Public Service Company,

Blowing Rock Light & Power Company, Northwest Carolina Utilities, Inc., Central Republic Trust Company and Arthur T. Leonard, successor Trustees, and all other parties having or claiming any interest in the subject matter of this action.

The defendants, Jupollo Public Service Company, Blowing Rock Light & Power Company, Central Republic Trust Company, and Arthur T. Leonard, successor trustees, and all other parties having or claiming any interest in the subject matter of the above entitled action, will take notice that an action entitled as above has been commenced in the Superior Court of Macon County, North Carolina, for the purpose of declaring the plaintiff, the Town of Franklin, to be the owner in fee simple of certain lands, property, improvements, and additions thereto, as described in "Exhibits A and B" attached to plaintiff's complaint, said Exhibits being made a part and parcel of this notice, and also for the purpose of excluding the defendants and each of them, and all other parties having or claiming to have any interest in the subject matter of the above entitled action from any actual or contingent lien or interest in the property described in "Exhibits A and B" attached to plaintiff's complaint, and that any conveyances made by the Northwest Carolina Utilities, Inc., or any of the other defendants, or any other parties claiming any interest in the subject matter of the above entitled action, subsequent to the conveyance of said property by the plaintiff, the Town of Franklin, and purporting to affect the title of the Town of Franklin, be declared to be a cloud upon the title of the plaintiff and be removed; that the property, which is the subject matter of said action, consists of a dam and power plant located at Leopard's Bend, on the Little Tennessee River in Macon County, North Carolina, together with certain lands, easements, rights-of-way, together with other real and personal property located in Macon County, North Carolina, and which is set out in detail in the contract and deed attached to plaintiff's complaint and made a part and parcel of same, to which Exhibits reference is hereby made for a more complete and detail description of said property, and the said defendants, Jupollo Public Service Company, Blowing Rock Light & Power Company, Central Republic Trust Company, and Arthur T. Leonard, successor Trustees, and all other parties having or claiming any interest in the subject matter of this action, will further take notice that they are required to appear at the office of the Clerk Superior Court of Macon County, in the Courthouse in the Town of Franklin, Macon County, North Carolina, on the 30th day of June, 1933, and answer or demur to the complaint in said action, or the plaintiff will apply to the Court for the relief demanded in said complaint.

This 30th day of May, 1933.

FRANK I. MURRAY,

Clerk Superior Court.

J1-5tc-TotF-J29

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NOTICE OF RESALE

North Carolina,

Macon County.

By authority of the power of sale vested in the undersigned trustee by a certain deed of trust executed by Franklin Company to G. A. Jones, trustee, on the 28th day of July, 1931, said deed of trust being registered in the office of the Register of Deeds for Macon County in Book of Mortgages and deeds of Trust in Book No. 32, page 269, to secure the payment of a certain indebtedness in said deed of trust set forth, and default having been made in the payment of said indebtedness; and said property hereinafter described having been heretofore advertised and sold at public auction on the 20th day of March, 1933, at which time George B. Patton became the last and highest bidder for said property at the price of \$160.00; and said bid having been raised by O. C. Bryant, and the Clerk of the Superior Court of Macon County, North Carolina, having ordered a re-sale of said property:

I will, therefore, sell at the Court House door in Franklin, Macon County, North Carolina, on Monday the 19th day of June, 1933, at 12 o'clock noon, to the highest bidder for cash, the following described real estate:

Lots Nos. 4, 6, 7, 8, 17, 18, 19, 20 in a tract of land known as Fair Ground park in the town of Franklin, as surveyed by W. N. Sloan, March 1926.

This land will be sold in separate parcels or by the entire tract at the option of the trustee. Terms of sale will be all cash at time of sale. Upon the failure of any bidder to pay cash for any part of said land at time of sale, sale of that part will be continued and resold at 2 P. M. of the same day.

G. A. JONES, Trustee.

M25-4tcBoIF-J15

NOTICE OF SALE

North Carolina,

Macon County.

In the Superior Court.

S. L. Franks, H. W. Cabe and W. C. Cunningham

vs.

W. L. McCoy, Ada Crawford McCoy, Ada Crawford McCoy, Administratrix of the Estate of Mrs. Flora Crawford and Henry G. Robertson, Trustee.

Under and by virtue of a consent judgment made and entered at the April Term, 1932, of Macon Superior Court, appointing the undersigned a commissioner of the Court to sell the lands described in the complaint in this action when requested so to do by the defendant, Ada McCoy, at any time after 60 days from the rising of the court; and, the said Ada McCoy, having requested the undersigned commissioner to now make such sale, I, J. Frank Ray, the said commissioner, on the 19th day of June, 1933, at the South Courthouse door in the Town of Franklin, Macon County, North Carolina, at 12 o'clock noon, will sell to the highest and best bidder for cash the following described real estate, to-wit:

Situated lying and being on the North side of Main Street in the Town of Franklin, Macon County, North Carolina, beginning at a stake at the southwest corner of the Bank of Franklin lot and runs Northward with the line of the Bank of Franklin lot to the Lassie Kelly lot; thence Westward with the line of the Lassie Kelly lot to the line of the H. G. Trotter (now Ashear) lot; thence southward with the lines of the H. G. Trotter (now Ashear) lot to Main Street; thence Eastward with Main Street to the beginning corner including the new hotel Scott Griffin building.

This 17th day of May, 1933.

J. FRANK RAY, Commissioner.

M25-4t-1pd-J15

ADMINISTRATOR'S NOTICE

Having qualified as administrator of W. R. Morgan, deceased, late of Macon County, N. C., this is to notify all persons having claims against the estate of said deceased to exhibit them to the undersigned on or before the 9th day of May, 1934, or this notice will be placed in bar of their recovery. All persons indebted to said estate will please make immediate settlement. This 9th day of May, 1933.

C. L. GARNER, Administrator.

M11-6tp-J15

ADMINISTRATOR'S NOTICE

Having qualified as administrator of E. P. Norton, deceased, late of Macon County, N. C., this is to notify all persons having claims against the estate of said deceased to exhibit them to the undersigned on or before the 8th day of May, 1934, or this notice will be placed in bar of their recovery. All persons indebted to said estate will please make immediate settlement. This 8th day of May, 1933.

FRANK B. COOK, Administrator.