

RESOLUTION NO. 2019-48
ACCEPTING A DEED OF DEDICATION FOR THE STREETS,
SANITARY SEWER, STORMWATER COLLECTION AND FIRE SUPPRESSION
SYSTEMS, DETENTION PONDS AND ASSOCIATED EASEMENTS AND RIGHTS OF
WAY, ALONG WITH A MAINTENANCE GUARANTEE AND LETTER OF CREDIT,
FOR BERGEN PLACE WEST, PHASE IV

WHEREAS, Beazley Development Co., Inc., developed Bergen Place West, Phase IV, 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 October 4, 2019 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 strips or parcels of land, and appurtenances to said premises belonging or in anywise appertaining therewith, situate, lying and being in Aiken County, South Carolina, in Bergen Place West Subdivision, Phase IV, being 50' Rights of Way known as Bonhill Street, Connor Street, and Preston Court as more particularly shown and described on that certain plat of survey prepared by Southern Partners, Inc. for Beazley Development Co., Inc., dated August 5, 2019, last revised on October 18, 2019 and recorded in Plat Book 61, Page 724, in the Office of the RMC of Aiken County, South Carolina. Reference is hereby made to said Plat for a complete and accurate description of said property hereby conveyed.

ALSO, All and singular, those certain sewage collection systems, including but not limited to all pipes, mains, manholes, valves, meters and other improvements and appurtenances in any way connected therewith, excluding service lines from the lot lines to the improvements located thereon developed or extending within the lot lines of undeveloped lots situate, lying and being in Aiken County and Edgefield County,

South Carolina, in Bergen Place West Subdivision, Phase III, being more fully shown and designated on that "Storm Sewer As Built" and "Sanitary Sewer As Built" prepared by Southern Partners, Inc. for Beazley Development Co., Inc.

ALSO, all sanitary sewer easements and appurtenances to said premises belonging in any way incident or appertaining as shown on the above referenced plats.

ALSO, all easements and appurtenances to said premises belonging or in any way incident or appertaining, as shown on the above referenced plats.

This being a portion of the same peroperty conveyed to Beazley Development Co., Inc. by deed of Metro Homesites, LLC, on May 23, 205, and being recorded in the Office of the RMC in Aiken County, South Carolina, in Book 4012, Page 1662, and also being recorded in the Office of the Clerk of Court in Edgefield County, South Carolina, in Book 1002, Page 90.

Tax Map Number: Portion of 001-12-03-001 (Aiken County) and
a portion of 106-10-00-001 (Edgefield County)

BE IT FURTHER RESOLVED that a Maintenance Guarantee and Irrevocable Letter of Credit in the amount of \$107,000 are hereby accepted.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 16 DAY OF December, 2019.



Robert A. Pettit, Mayor

ATTEST:




Sharon Lamar, City Clerk

Department of Planning and Development



Memorandum # 19-035

City of North Augusta

To: Rachelle Moody, Interim City Administrator
From: Libby Hodges, Director 
Subject: Deed of Dedication for Bergen Place West, Phase IV
Date: December 13, 2019

The final subdivision plat for Bergen Place West, Phase IV, was approved on October 25, 2019. The developer, Beazley Development Co., Inc., has completed the following improvements and requests that the City accept them along with open space, associated easements and rights of way: streets, water distribution system, sanitary sewer, stormwater collection, fire suppression systems, and detention ponds. 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, street trees, and paving turnarounds remained unfinished at the time of final plat approval. Construction of the aforementioned improvements has been guaranteed with a performance guarantee and supporting letter of credit.

The City may accept the streets, sanitary sewer, stormwater collection, fire suppression systems, and common areas intended for the City, 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, and associated easements and rights of way;
2. Partial Release of Mortgage dated November 12, 2019
3. Title Certificate dated November 1, 2019; and



4. Maintenance Guarantee dated October 30, 2019 and valid for a period of 24 months;
5. Irrevocable Letter of Credit in support of the Maintenance Guarantee dated September 30, 2019;
6. Performance Guarantee dated October 30, 2019 and valid for a period of 24 months;
7. Irrevocable Letter of Credit in support of the Performance Guarantee dated September 30, 2019;
8. 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 Bergen Place West, Phase IV Deed of Dedication for City Council consideration at the next available meeting.

Return to:

McLeod & Murdock, Attorneys at Law
4420 Evans to Locks Rd.
Evans, Georgia 30809
LC

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

**DEED OF DEDICATION
BERGEN PLACE WEST
PHASE IV**

THIS INDENTURE, made and entered into this _____ day of _____ 2019, by and between **BEAZLEY DEVELOPMENT CO., INC.**, as the Party of the First Part, and **CITY OF NORTH AUGUSTA**, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, as the Party of the Second Part, whose address is P.O. Box 6400, North Augusta, SC 29861-6400.

WITNESSETH:

Party of the First Part, for and in consideration of the Sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the Second Part, the receipt of which is hereby acknowledge, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the Second Part, its successors and assigns, the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The party of the Second Part, as part of the consideration for this conveyance, accepts this conveyance of said streets, easements and storm water drainage areas and agrees to maintain the same as part of its road and storm water systems and the acceptance of the delivery of these presents shall be conclusive evidence of such agreement.

The within conveyance is subject, however, to the prior understanding and agreement of the parties hereto that Grantee assumes no responsibility for extending lines beyond that which is shown on the aforesaid maps or plans nor is Grantee required as its cost to extend any service lines to undeveloped lots in this project, further that the Grantor(s) herein covenants and warrants to make no representation verbal or written that Grantee at its cost will extend said service lines and or main lines beyond which are presently existing, at the time of any written conveyance.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto said Grantee(s), their Heirs and Assigns forever.

AND the Grantor does hereby bind itself and its successors and assigns to warrant and forever

AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

PERSONALLY, appeared before me, the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

The property being transferred is a bearing Aiken County, South Carolina Tax Map # portion of 001-12-03-001 and 106-10-01-000 is being transferred by Beazley Development Co., Inc. to City of North Augusta, South Carolina on December 27, 2011.

2. 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 transferred to a trust or a distribution to a trust beneficiary.

(c) X exempt from the deed recording fee because: (Site the correct exemption # 2)
(If exempt, skip items 3-5 and proceed to Item 6)

3. Check one of the following which applies to this conveyance.

(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 of \$ _____.

(c) _____ The fee is computed on the value established for tax purposes as \$ _____.

4. Check Yes _____ or No X _____. A lien or encumbrance is being assumed as part of the conveyance. If "Yes", the outstanding balance of the encumbrance is \$ _____.

If a recorded mortgage is assumed (Recorded at Book _____ Page _____).

5. The deed recording fee is computed as follows:

(a) The amount listed in Item 3 above: _____.

(b) The amount listed in Item 4 above: _____.

(c) Subtract line 5 (b) from 5 (a) _____.

6. As required by Code Section 12-24-70, I state that I am a responsible party connected with this conveyance as:
_____.

7. I understand that furnishing a false or fraudulent affidavit is a misdemeanor and upon conviction is punishable by a fine not more than one thousand dollars or imprisonment not more than one year, or both.



Responsible person connected with transaction

SWORN to before me this _____ day of _____ 2019.



Notary Public

My commission expires: 1-16-21

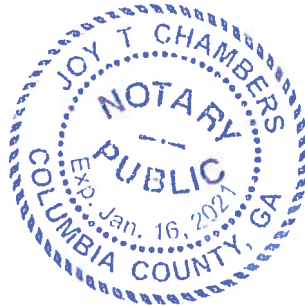


Exhibit "A"

All those strips or parcels of land, and appurtenances to said premises belonging or in anywise appertaining therewith, situate, lying and being in Aiken County, South Carolina, in Bergen Place West Subdivision, Phase IV, being 50' Rights of Way known as _____, _____, and _____ as more particularly shown and described on that certain plat of survey prepared by Southern Partners, Inc., for Beazley Development Co., Inc., dated August 5, 2019, last revised on _____ and recorded in Plat Book _____, Page _____, in the Office of the RMC of Aiken County, South Carolina. Reference is hereby made to said Plat for a complete and accurate description of said property hereby conveyed.

ALSO, All and singular, those certain water distribution and sewage collection systems, including but not limited to all pipes, mains, manholes, valves, meters and other improvements and appurtenances in any way connected therewith, excluding service lines from the lot lines to the improvements located thereon developed or extending within the lot lines of undeveloped lots situate, lying and being in Aiken County, South Carolina, in Bergen Place West Subdivision, Phase III, being more fully shown and designated on that "Storm Sewer As Built" and "Sanitary Sewer As Built" prepared by Southern Partners, Inc. for Beazley Development Co., Inc.

ALSO, all water and sanitary sewer easements and appurtenances to said premises belonging or in any way incident or appertaining as shown on the above referenced plats.

ALSO, all easements and appurtenances to said premises belonging or in any way incident or appertaining, as show on the above referenced plats.

This being a portion of the same property conveyed to Beazley Development Co., Inc. by deed of Metro Homesites, LLC, on May 23, 2005, and being recorded in the Office of the RMC in Aiken County, South Carolina, in Book 4012, Page 1662, and also being recorded in the Office of the Clerk of Court in Edgefield County, South Carolina, in Book 1002, Page 90.

Tax Map and Parcel: portion of 001-12-03-001 (Aiken County) and
a portion of 106-10-00-001 (Edgefield County)



**PRELIMINARY
CERTIFICATION OF TITLE**

All those strips or parcels of land, and appurtenances to said premises belonging or in anywise appertaining therewith, situate, lying and being in Aiken and Edgefield Counties, South Carolina, containing 131.70 acres, more or less, as shown on that certain plat prepared for Beazley Development Co., Inc., by Southern Partners, Inc., dated May 3, 2005, and recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 49, Page 167, and also recorded in the Office of the Clerk of Court for Edgefield County, South Carolina, in Judgment Roll #37764. Reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

And any and all easements of record or otherwise appurtenant to including, but not limited to, any specific Sewer Easements or otherwise from Lyndie C. Bergen to Metro Homesites, LLC recorded in said RMC Office for Aiken County in Deed Book 2514, Page 93, and Plat Book 49, Page 162. Reference is hereby made to said easement for a more complete and accurate description as to metes, bounds and location of said easement.

LESS AND EXCEPT:

All those lots, tracts or parcels of land, with improvements thereon, situate, lying and being in Aiken and Edgefield Counties, South Carolina, containing 39.0 acres, more or less, as shown and designated on a plat of survey for Phase One, Bergen Place West Subdivision, by Southern Partners, Inc., dated September 18, 2006, and last revised April 10, 2007, and recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 52, Pages 612-614, and also recorded in the Office of the Clerk of Court for Edgefield County, South Carolina, in Judgment Roll #38932, and also shown on a resubdivision plat of Lot #1-B and Common Area, by Southern Partners, Inc. dated January 8, 2009, and last revised March 26, 2009, and recorded in said RMC Office in Book 54, Page 576, and also recorded in the Office of the Clerk of Court for Edgefield County, South Carolina, in Book 1233, Page 168. Reference is hereby made to said plats for a more complete and accurate description as to metes, bounds and location of said property.

All those lots, tracts or parcels of land, with improvements thereon, situate, lying and being in Aiken County, South Carolina, containing 28.63 acres, more or less, as shown and designated on a plat of survey for Phase II, Bergen Place West Subdivision, by Southern Partners, Inc., dated December 20, 2011, and last revised January 18, 2012, and recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 56, Page 442, including Tract "A", 0.07 acre, more or less, to be abandoned by City of North Augusta, Tract "B", 0.07 acre, more or less, Wetlands of 0.45 acre and 1.79 acres, more or less. Reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

All those lots, tracts or parcels of land, with improvements thereon, situate, lying and being in Aiken County, South Carolina, containing 21.03 acres, more or less, as shown and designated on a plat of survey for Phase III, Bergen Place West Subdivision, by Southern Partners, Inc., dated May 31, 2016, and recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 59, Page 416, including 4.05 acres, more or less of open space to be deeded to The City of North Augusta.

ALSO, All those lots, tracts or parcels of land, with improvements thereon, situate, lying and being in Aiken and Edgefield Counties, South Carolina, being more fully described in the Deed of Dedication for Bergen Place West, dated June 11, 2007, and recorded in the Office of the RMC for Aiken County, South Carolina, in Book 4166, Page 2279, and also being recorded in the Office of the Clerk of Court for

Edgefield County, South Carolina, in Book 1145, Page 75.

Said properties conveyed subject to any and all applicable easements, restrictions and rights of way of record in said RMC Office.

This being a portion of the same property conveyed to Beazley Development Co., Inc. by deed of Metro Homesites, LLC, on May 23, 2005, and being recorded in the Office of the RMC in Aiken County, South Carolina, in Book 4012, Page 1662, and also being recorded in the Office of the Clerk of Court in Edgefield County, South Carolina, in Book 1002, Page 90.

**Tax Map and Parcel: portion of 001-12-03-001 (Aiken County) and
a portion of 106-10-00-001 (Edgefield County)**

I have examined the public records affecting title to the property described above. **BASED UPON SUCH EXAMINATION**, and subject to the liens, encumbrances and other exceptions, marketable, fee simple title is vested in

Beazley Development Co., Inc.

The below liens, restrictions, easements, encumbrances, and other exceptions apply:

1. Errors shown by a plat of survey. The exact location on boundary lines, unrecorded easements, and other facts or conditions which would be disclosed by an accurate survey and inspection of the property, or possible liens of laborers or materialmen for improvement of the property, not filed for record prior to date;
2. The rights, if any, of persons who may be in possession under claims not appearing of record, or other matters not of record, including any prescriptive rights or claims to removable fixtures, forgery, insanity, or minority of a maker;
3. Violation of any zoning ordinances or restrictive covenants;
4. All city, state, county, and school taxes for 2019 are not yet due and payable;
5. Mortgage from Beazley Development Co., Inc. to First Community Bank, dated May 31, 2018 and recorded June 20, 2018, in Record Book 4726 on page 1226 of the public records of Aiken County, South Carolina, given to secure the original principal sum of \$1,360,568.00 and also recorded in Record Book 1692 on page 279 of the public records of Edgefield County, South Carolina.
6. UCC Financing Statement in favor of First Community Bank, recorded in Records Book 4726 on page 1238, of the public records of Aiken County, South Carolina.
7. UCC Financing Statement in favor of First Community Bank, recorded in Records Book 1692 on page 291, of the public records of Edgefield County, South Carolina.

Title is certified from the period beginning May 23, 2005 and ending at 8:30 A.M. on August 1, 2019.

McLeod & Murdock Attorneys at Law

Revised 10/11/2012

SDS/jn

§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 and associated improvements;
- 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, 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 \$107,000, 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, Beazley Development Co., Inc. has caused these presents to be executed in its name by its duly authorized _____ this ____ day of _____, 20__.



WITNESS



WITNESS

BY: 

BILL BEAZLEY (please print)

ITS: 

ACCEPTED THIS 30th DAY OF October, 2019.

City of North Augusta

Shaun Lamar
WITNESS

[Signature]
WITNESS

BY: [Signature]
B. Todd Glover
ITS: City Administrator



5455 Sunset Blvd.
Lexington, SC 29072
(803) 951.2265
Fax (803) 358.6900

PO Box 64
Lexington, SC 29071
www.firstcommunitysc.com

IRREVOCABLE STANDBY LETTER OF CREDIT

Number 101-150

Credit Administration, 5455 Sunset Boulevard, Lexington, S.C. 29072

Beneficiary

City of North Augusta
100 Georgia Avenue
North Augusta, South Carolina 29841

Issue Date: September 30, 2019

Applicant

Beazley Development Co., Inc.
7009 Evans Town Center Boulevard
Evans, GA 30809

Expiry Date: October 30, 2021

To Whom It May Concern:

We hereby establish our 25-Month Irrevocable Letter of Credit ("Letter of Credit") in favor of **The City of North Augusta** available by draft drawn on First Community Bank at sight for any sum of money not to exceed One Hundred Seven Thousand and No/100 US Dollars (\$107,000.00) for **Beazley Development Co., Inc.** (hereinafter "Applicant") when accompanied by the following:

1. A written certificate executed by the appropriate and authorized City of North Augusta staff stating that Applicant has failed to perform as agreed, and that the amount of said draft represents the actual amount of funds due to you as a result of Applicant's failure to perform as contracted;
2. Draft must bear on its face the clause, "Drawn under Letter of Credit No. 101-150 dated September 30, 2019; and
3. The original Letter of Credit, together with any amendment.

This Letter of Credit supports the infrastructure improvements under a Maintenance Guarantee for Bergen Place West, Phase IV.

This Letter of Credit is valid until **October 30, 2021**, at 5:00 p.m. A Draft drawn hereunder, if accompanied by documents as specified above, will be honored if presented to First Community Bank.

This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (UCP), or any later version or

amendment. This Letter of Credit is also governed by the laws of the State of South Carolina, except as those laws conflict with UCP.

First Community Bank

By:



Jack Walker
Executive Vice President

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN) **PERFORMANCE GUARANTEE**
) (Sidewalks/StreetTrees/Asphalt
) Pavement for Temporary Cul-de-sac)

THIS AGREEMENT IS MADE AND ENTERED INTO this _____ day of _____ 2019 by and between Beazley Development Company, Inc., hereinafter known as "Applicant", and the City of North Augusta, hereinafter known as "City". The designations Applicant and City as used herein shall include said parties, their heirs, successors and assigns.

WITNESSETH:

WHEREAS, the Applicant has received approval for Applications PP17-001 and PPM 18-001, a major subdivision plan and subdivision plan modification to construct fifty-two (52) single-family homes in Phase IV of Bergen Place West subdivision, a portion of Tax Parcel Numbers 001-12-03-001 and 106-10-01-000; and

WHEREAS, City approval of the major subdivision plan and modification required site improvements of sidewalks, street trees, and asphalt pavement for a temporary cul-de-sac in accordance with City development standards and the City Engineer estimates the cost to construct these improvements in Phase IV to be \$101,611.00; and

WHEREAS, the Applicant wishes to sell lots and construct homes in Phase IV prior to completion of the remaining site improvements and the City requires assurance that site improvements will be completed in a timely manner and in accordance with the approved major subdivision plan; and

WHEREAS, pursuant to §5.8.6 of the North Augusta Development Code, the City requires that the Applicant execute a Performance Guarantee supported by a letter of credit or other form of monetary guarantee in the amount of one hundred twenty-seven thousand, thirteen dollars and seventy-five cents (\$127,013.75), representing one hundred twenty-five percent (125%) of the estimated construction cost, to guarantee completion of the remaining site improvements.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Applicant has provided a monetary guarantee, in the form of a Letter of Credit, in the amount of \$127,013.75 which is valid for a period of twenty-five (25) months from the date of acceptance; and
2. The Applicant will complete the remaining site improvements not later than twenty-four (24) months following the effective date of this Performance Guarantee in accordance with City development standards and the approved specifications in the Applicant's major subdivision plan last revised on March

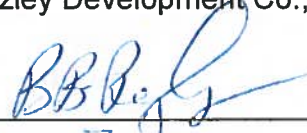
14, 2017 and approved on April 7, 2017 and the modified major subdivision plan approved April 12, 2018; and

3. The City Engineer shall regularly inspect the site improvement installation and exercise reasonable discretion to determine if the site improvement installation has been timely completed in conformity with City standards and approved major subdivision plan specifications; and
4. The City Engineer, upon receipt of the Applicant's request to reduce the monetary guarantee amount held by the City based on satisfactory partial completion of required improvements during the twenty-four month improvement installation period, shall have the discretion to approve and implement said request; and
5. If the City Engineer approves the final inspection of the finished site improvements either on a date earlier than the expiration of the Performance Guarantee or at the time of the expiration of the Performance Guarantee, the City shall acknowledge in writing that the Applicant has fully performed under the terms of the Performance Guarantee and release the monetary guarantee, provided that the Applicant has executed and the City has accepted a twenty-four (24) month Maintenance Guarantee supported by a letter of credit or other form of monetary guarantee in an amount equal to fifteen percent (15%) of the cost of the improvements subject to this Performance Guarantee; and
6. If the Applicant fails to provide the Maintenance Guarantee as required, the City is authorized to exercise its right to draw upon the held monetary guarantee in an amount equal to fifteen percent (15%) of the total in order to guarantee the maintenance of the site improvements for a period of twenty-four (24) months; and
7. If for any reason within the time limit established in Section 2 above, the Applicant, upon written notice given thirty (30) days in advance by the City Engineer, has not completed the installation of the remaining site improvements, the following conditions shall prevail:
 - a. The City Engineer shall have full and absolute discretion and authority in determining whether or not a failure or default has occurred under the terms of this Performance Guarantee;
 - b. In the event the Applicant fails to timely complete installation of the remaining site improvements in accordance with the approved major subdivision plan, after receiving the notice provided for above, the City shall have the right to make claims on the funds provided by the Applicant to support the Performance Guarantee;

- c. In the event of a failure or default, the City reserves the exclusive right to determine who may be retained to complete installation of the remaining site improvements; and
- d. Any excess funds over and above those needed to complete installation of the remaining site improvements shall be refunded to the Applicant. The determination of such excess is to be under the sole discretion of the City.

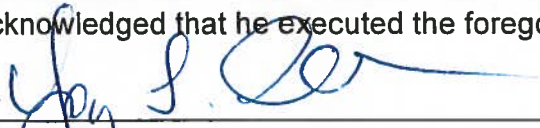
IN WITNESS WHEREOF, the undersigned have executed this instrument the day and year above first written.

Beazley Development Co., Inc.

By: 
BILL BEAZLEY (please print)
 As its: Pres.

State of South Carolina
County of Aiken

On this _____ day of _____, 20____, before me personally appeared Bill Beazley who provided satisfactory evidence of his identification to be the person whose name is subscribed to this instrument, and he acknowledged that he executed the foregoing instrument.


 Notary Public Columbia Co, GA
 Aiken County, ~~South Carolina~~
 My commission expires: 1-16-21

Accepted this 30th day of October, 2019.

THE CITY OF NORTH AUGUSTA

By: B. Todd Glover
B. Todd Glover
As its: City Administrator

State of South Carolina
County of Aiken

On this 30th day of October, 2019, before me personally appeared B. Todd Glover, North Augusta City Administrator, who provided satisfactory evidence of his identification to be the person whose name is subscribed to this instrument, and he acknowledged that he executed the foregoing instrument.

Sharon Lamar

Notary Public
Aiken County, South Carolina
My commission expires:

Sharon Lamar
Notary Public, State of South Carolina
My Commission Expires March 7, 2028



5455 Sunset Blvd.
Lexington, SC 29072
(803) 951.2265
Fax (803) 358.6900

PO Box 64
Lexington, SC 29071
www.firstcommunitysc.com

IRREVOCABLE STANDBY LETTER OF CREDIT

Number 101-151

Credit Administration, 5455 Sunset Boulevard, Lexington, S.C. 29072

Beneficiary

City of North Augusta
100 Georgia Avenue
North Augusta, South Carolina 29841

Applicant

Beazley Development Co., Inc.
7009 Evans Town Center Boulevard
Evans, GA 30809

Issue Date: September 30, 2019

Expiry Date: October 30, 2021

To Whom It May Concern:

We hereby establish our 25-Month Irrevocable Letter of Credit ("Letter of Credit") in favor of **The City of North Augusta** available by draft drawn on First Community Bank at sight for any sum of money not to exceed One Hundred Twenty-Seven Thousand Thirteen and 75/100 US Dollars (\$127,013.75) for **Beazley Development Co., Inc.** (hereinafter "Applicant") when accompanied by the following:

1. A written certificate executed by the appropriate and authorized City of North Augusta staff stating that Applicant has failed to perform as agreed, and that the amount of said draft represents the actual amount of funds due to you as a result of Applicant's failure to perform as contracted;
2. Draft must bear on its face the clause, "Drawn under Letter of Credit No. 101-151 dated September 30, 2019; and
3. The original Letter of Credit, together with any amendment.

This Letter of Credit supports the infrastructure improvements under a Performance Guarantee for Bergen Place West, Phase IV.

This Letter of Credit is valid until **October 30, 2021**, at 5:00 p.m. A Draft drawn hereunder, if accompanied by documents as specified above, will be honored if presented to First Community Bank.

This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (UCP), or any later version or

amendment. This Letter of Credit is also governed by the laws of the State of South Carolina, except as those laws conflict with UCP.

First Community Bank

By:

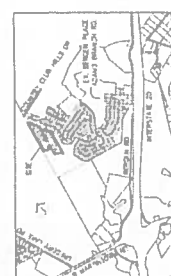
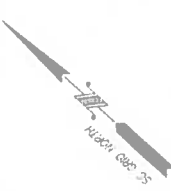


Jack Walker
Executive Vice President

RECORD PLAT BERGEN PLACE WEST PHASE IV

PROPERTY LOCATED IN THE CITY OF NORTH AUGUSTA
Aiken County, South Carolina
APPLICANT: BEAZLEY DEVELOPMENT CO., INC.
DATE: OCTOBER 15, 2019

BEAZLEY DEVELOPMENT CO., INC.
1001 BROADWAY, SUITE 2000, CHARLOTTE, NC 28202
SOUTHERN PARTNERS, INC.
1001 BROADWAY, SUITE 2000, CHARLOTTE, NC 28202

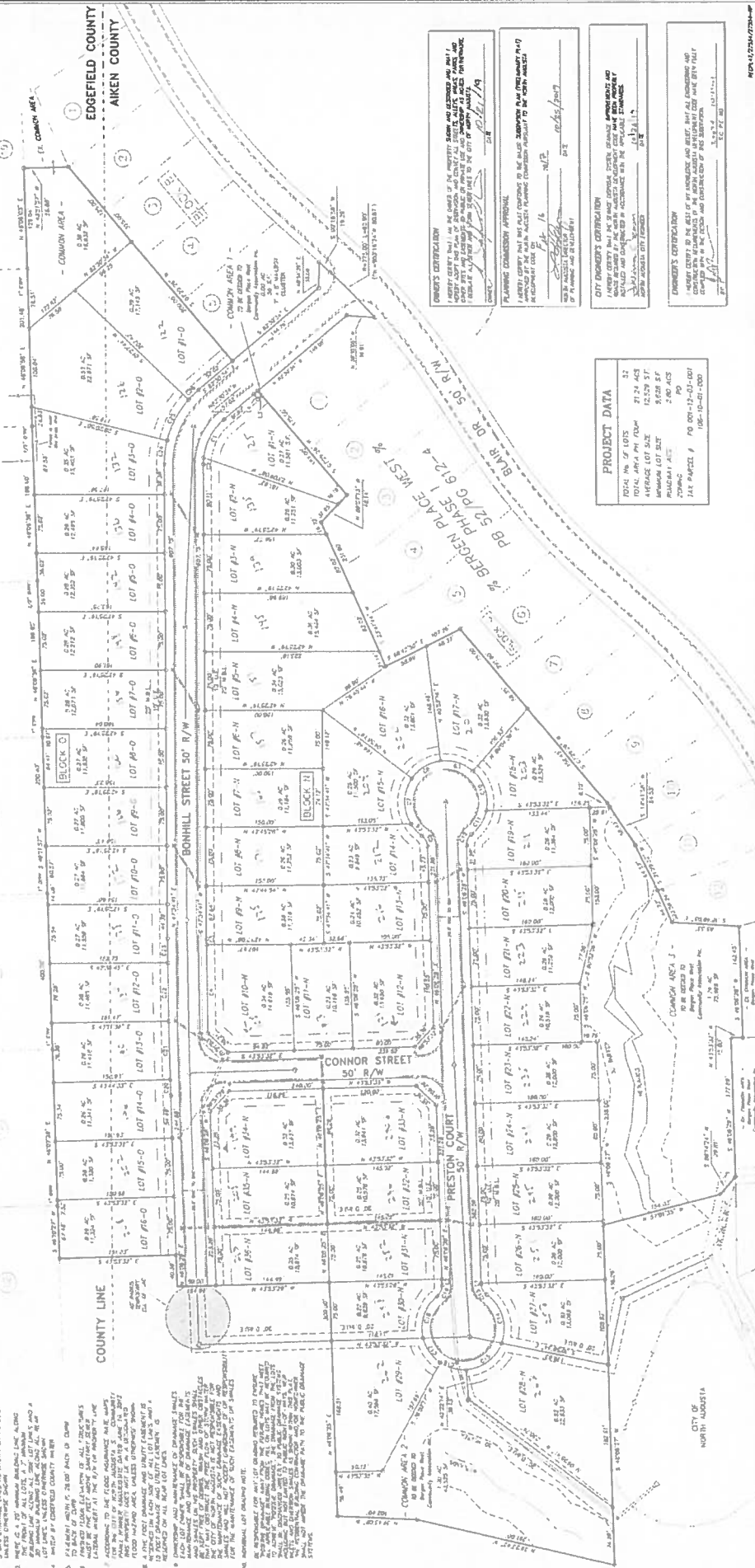


SURVEYOR'S CERTIFICATION
I, the undersigned, being duly licensed and qualified as a Surveyor in the State of South Carolina, do hereby certify that the foregoing plat is a true and correct representation of the survey and measurements made by me or under my direct supervision and that the same conform to the provisions of the laws of the State of South Carolina relating to surveys and subdivisions of land.

Lot No.	Area (Acres)	Area (Sq. Ft.)
1	0.25	17,424
2	0.25	17,424
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100	0.25	17,424

JR 18/730

- GENERAL NOTES:
1. LOT DIMENSIONS SHOWN AT ALL PROPERTY CORNERS.
2. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT.
3. THE FRONT OF ALL LOTS IS TO BE THE LINE SHOWN ON THIS PLAT.
4. THE FRONT OF ALL LOTS IS TO BE THE LINE SHOWN ON THIS PLAT.
5. THE FRONT OF ALL LOTS IS TO BE THE LINE SHOWN ON THIS PLAT.
6. THE FRONT OF ALL LOTS IS TO BE THE LINE SHOWN ON THIS PLAT.



CITY ENGINEER'S CERTIFICATION
I, the undersigned, being duly licensed and qualified as a Professional Engineer in the State of South Carolina, do hereby certify that the foregoing plat is a true and correct representation of the survey and measurements made by me or under my direct supervision and that the same conform to the provisions of the laws of the State of South Carolina relating to surveys and subdivisions of land.

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