

RESOLUTION NO. 2020-10  
ACCEPTING A DEED OF DEDICATION FOR THE STREETS,  
SANITARY SEWER, STORMWATER COLLECTION AND FIRE SUPPRESSION  
SYSTEMS, AND ASSOCIATED EASEMENTS AND RIGHTS OF WAY, ALONG WITH  
A MAINTENANCE GUARANTEE AND LETTER OF CREDIT, FOR THE RETREAT  
AT WALNUT VILLAGE, PHASE I AND NORTHRIDGE DRIVE

WHEREAS, The Retreat at Walnut Village, LLC developed The Retreat at Walnut Village, Phase I 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 January 14, 2020 and

WHEREAS, it is the policy of the City that, upon approval of a final subdivision plat, the City will, following inspection by the City's Engineering department, accept a deed of dedication for the streets, utilities, etc. for the purpose of ownership and maintenance when said deed is accompanied by a maintenance guarantee; and

WHEREAS, a maintenance guarantee and supporting letter of credit accompany the deed; and

WHEREAS, the City Engineer has made final inspection of the subject improvements and these improvements meet City standards.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof, do hereby accept a deed of dedication for:

All those certain streets and utility easements, to include sanitary sewer lines and storm sewer lines, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina, located in Phase I of the Retreat at Walnut Village Subdivision, to-wit: Outpost Drive, Whistle Stop Drive, and Passage Drive. Such Drives, sanitary sewer lines and easements as well as storm sewer lines and easements, that are transferred hereby, are as shown upon a plat of Phase I of The Retreat at Walnut Village prepared by H & C Surveying, Inc. dated October 7, 2019 and recorded in the office of the RMC for Aiken County, South Carolina in Plat Book 61 at page 843-844.

RESOLUTION ACCEPTING DEED OF DEDICATION –  
THE RETREAT AT WALNUT VILLAGE, PHASE I

Reference is hereby made to say plat for a more particular description as to the metes, bounds and exact location of property.

The utility easements conveyed are specifically referred to as Easements Numbered 1, 2, 3, 4, 5, 6, and 9.

This being a portion of the property conveyed to Raymond D. Brown by deed of Augusta Industrial Park, LLC, dated February 25, 2019, recorded in the Office of the RMC for Aiken County, South Carolina on February 27, 2019, in Record Book 4764 at pages 1888-1890.

Tax Map and Parcel Number: Portion of: 010-14-04-022

And

All that certain piece, parcel or tract of land, with the improvements thereon, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina, consisting of the Right-of-Way of Northridge Drive.

Such Right-of-Way extending from the Right-of-Way of Walnut Lane to property now belonging to Raymond D. Brown as part of the Development of Phase I of The Retreat at Walnut Village.

Said property conveyed is shown on two separate plats. The majority of the conveyance which is shown upon a plat prepared for Meybohm Riverwood, LLC, prepared by H & C Surveying, Inc. dated September 15, 2017 and revised December 9, 2019, and recorded in the Office of the RMC for Aiken County, South Carolina in Plat Book 61 at page 843-844. Said Property is described on said plat as PARCEL 3 CONSISTING OF 40,499 SQUARE FEET/0.93 ACRES.

The remaining portion of such Right-of-Way is shown upon a plat of Phase I of The Retreat at Walnut Village prepared by H & C Surveying, Inc. dated October 7, 2019, and recorded in the Office of the RMC for Aiken County, South Carolina in Plat Book 61 at page 909. Reference is hereby made to said plat for a more particular description as to the metes, bounds and exact location of property.

The property being conveyed is identified as PARCEL 4, CONSISTING OF 6,202 SQUARE FEET/0.14 ACRES, and further identified as "Future Right-of-Way".

RESOLUTION ACCEPTING DEED OF DEDICATION –  
THE RETREAT AT WALNUT VILLAGE, PHASE I

This being a portion of the property conveyed to Meybohm Riverwood, LLC by deed of Meybohm Realty, Inc., dated December 31, 2018, recorded in the Office of the RMC for Aiken County, South Carolina in Record Book 4760 at pages 2061-2063.

TAX MAP AND PARCEL NUMBER: Portion of: 010-14-04-007

BE IT FURTHER RESOLVED that a Maintenance Guarantee and Irrevocable Letter of Credit in the amount of \$88,500.00 are hereby accepted.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 2nd DAY OF March, 2020.



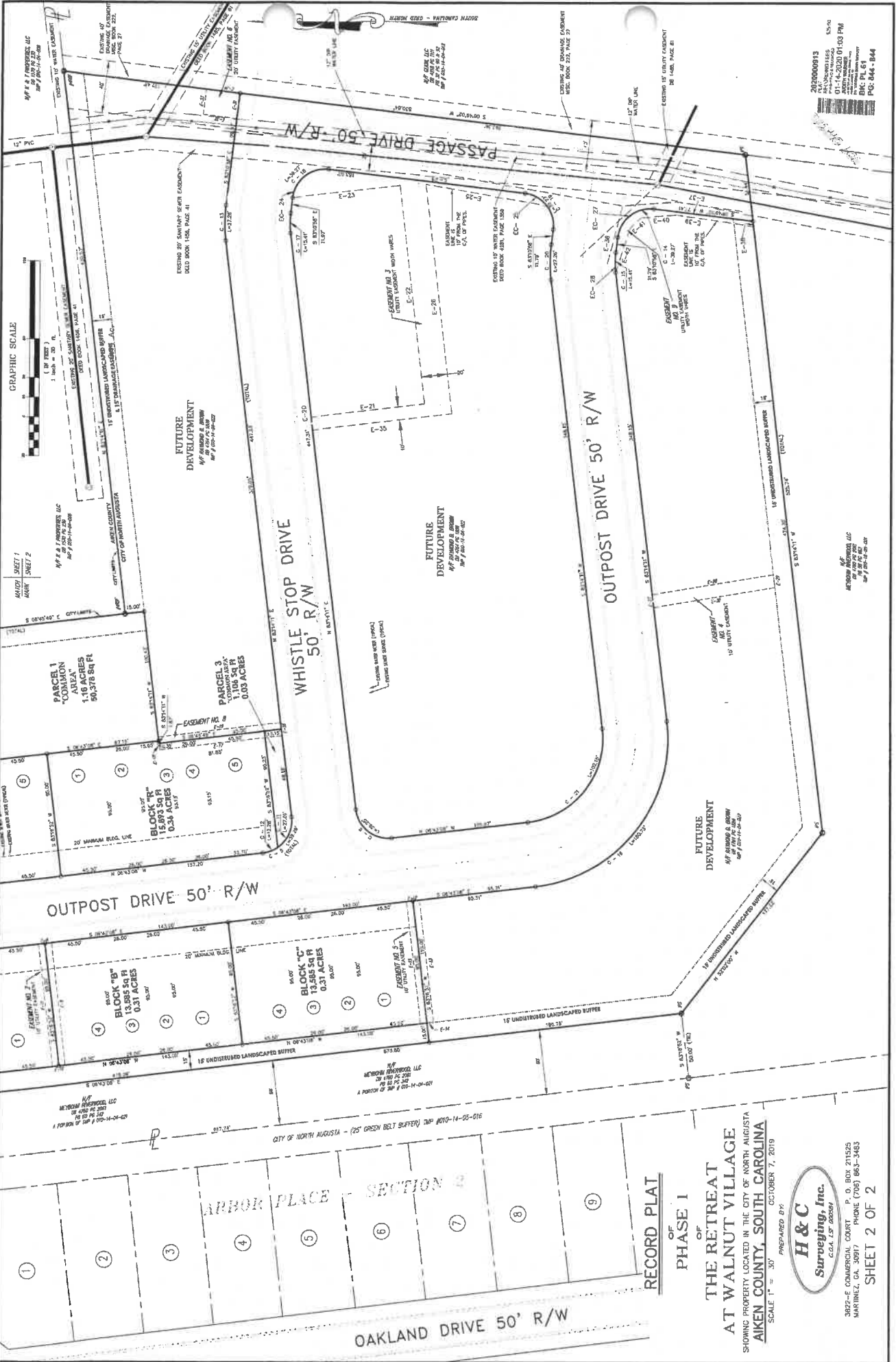
Robert A. Pettit, Mayor

ATTEST:



Sharon Lamar, City Clerk





2020000913  
 H&C SURVEYING, INC.  
 3822-E COMMERCIAL COURT  
 MARTINEZ, GA 30917  
 PHONE (706) 863-3483  
 FAX (706) 863-3483  
 P.O. BOX 211525  
 MARTINEZ, GA 30917  
 PHONE (706) 863-3483  
 FAX (706) 863-3483  
 P.O. BOX 211525  
 MARTINEZ, GA 30917  
 PHONE (706) 863-3483  
 FAX (706) 863-3483

M/D/SI SHEET 1  
 SHEET 2

PARCEL 1  
 "COMMON AREA"  
 1.16 ACRES  
 90,516 SQ. FT.

BLOCK "A"  
 15.893 ACRES  
 0.31 ACRES

PARCEL 3  
 "COMMON AREA"  
 0.03 ACRES

BLOCK "B"  
 13.585 ACRES  
 0.31 ACRES

BLOCK "C"  
 13.585 ACRES  
 0.31 ACRES

BLOCK "D"  
 13.585 ACRES  
 0.31 ACRES

RECORD PLAT  
 OF  
 PHASE I  
 OF  
 THE RETREAT  
 AT WALNUT VILLAGE  
 SHOWING PROPERTY LOCATED IN THE CITY OF NORTH AUGUSTA  
 AIKEN COUNTY, SOUTH CAROLINA  
 SCALE 1" = 30' PREPARED BY OCTOBER 7, 2019



H&C  
 Surveying, Inc.  
 C.O.A. 157-020509  
 3822-E COMMERCIAL COURT  
 P. O. BOX 211525  
 MARTINEZ, GA 30917  
 PHONE (706) 863-3483  
 SHEET 2 OF 2





City of North Augusta

2017031096  
PLAT  
RECORDING FEES \$10.00  
12-14-2017 04:16 PM  
JUDITH WALKER  
BY CHAIRMAN'S AUTHORITY  
BK: PL 60  
PG: 342 - 342

FOR CLERKS USE ONLY

- LEGEND
- PS = 1/2" REINFORCING BAR SET
  - OTF = OPEN TOP PIPE FOUND
  - CMP = CRIMP TOP PIPE FOUND
  - RFB = REINFORCING BAR FOUND
  - = COMPUTED POINT
  - CMF = CONCRETE R/W MONUMENT FOUND
  - ⊕ = FIRE HYDRANT
  - W = WATER VALVE
  - ⊖ = POWER PALE
  - ⊙ = SANITARY SEWER SERVICE
  - ⊗ = SANITARY MANHOLE
  - ⊘ = STORM JUNCTION BOX
  - = WATER LINE



STATE PLANE COORDINATE DATUM  
83 SOUTH CAROLINA  
COMB. SCALE FACTOR 0.9999997  
ALL COORDINATES ARE GROUND COORDINATES.  
VERTICAL DATUM  
ALL ELEVATIONS SHOWN ARE NAVD 83.

**PARCEL 2**  
39,895 Sq Ft  
0.92 AC.  
50' WIDE FUTURE ACCESS R/W  
A PORTION OF TMP # 010-14-04-007  
N/F  
METROHM REALTY, INC.  
DB 4584 PG 878  
A PORTION OF TMP # 010-14-04-007

**GENERAL NOTES**

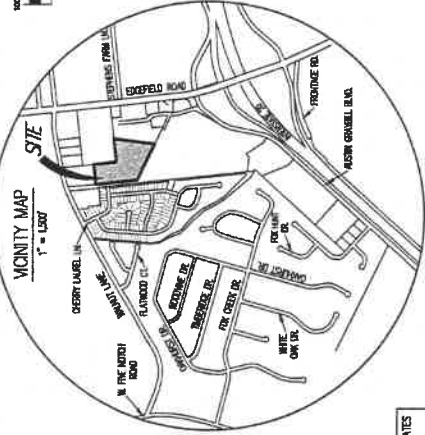
- NO. 4 RE-BARS ARE SET AT ALL LOT CORNERS, UNLESS OTHERWISE NOTED.
- ADDITIONAL RESTRICTIVE COVENANTS MAY BE RECORDED WITH THIS PLAT.
- SEE THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA EAST ZONE COMB. SCALE FACTOR MAPS FOR ALL COORDINATES AND DISTANCES ARE GROUND. VERTICAL DATUM IS NAVD 83.
- AS SCALED FROM THE FLOOD INSURANCE RATE MAPS FOR COMMUNITY PANEL NUMBER 4900020000, DATED JUNE 19, 2012, PARCEL 1 DOES NOT LIE WITHIN THE 100 YEAR SPECIAL FLOOD HAZARD AREA.



PLAT  
Prepared for  
**THE RETREAT AT WALNUT VILLAGE, LLC**  
SHOWING PROPERTY LOCATED IN THE CITY OF NORTH AUGUSTA  
AIKEN COUNTY, SOUTH CAROLINA  
SHEET 1" = 80'  
AUG. 2017



H & C Surveying, Inc.  
REGISTERED PROFESSIONAL SURVEYOR  
NO. 15795  
C.O.A. 3363  
15795  
SC RLS. NR.



AIKEN COUNTY GIS  
700 N. MAIN ST.  
015-14-04-021  
015-14-04-022  
Date: 04/02/2018

STATE PLANE COORDINATES  
NORTH 83 SOUTH CAROLINA  
MAD 83  
EAST 173107.471

N/F K & T PROPERTIES, LLC  
DB 1570 PG 230  
TMP # 010-14-04-005

**PARCEL 1**  
503,206 Sq Ft  
11.55 AC.  
A PORTION OF TMP # 010-14-04-007  
N/F  
METROHM REALTY, INC.  
DB 4584 PG 878  
A PORTION OF TMP # 010-14-04-007

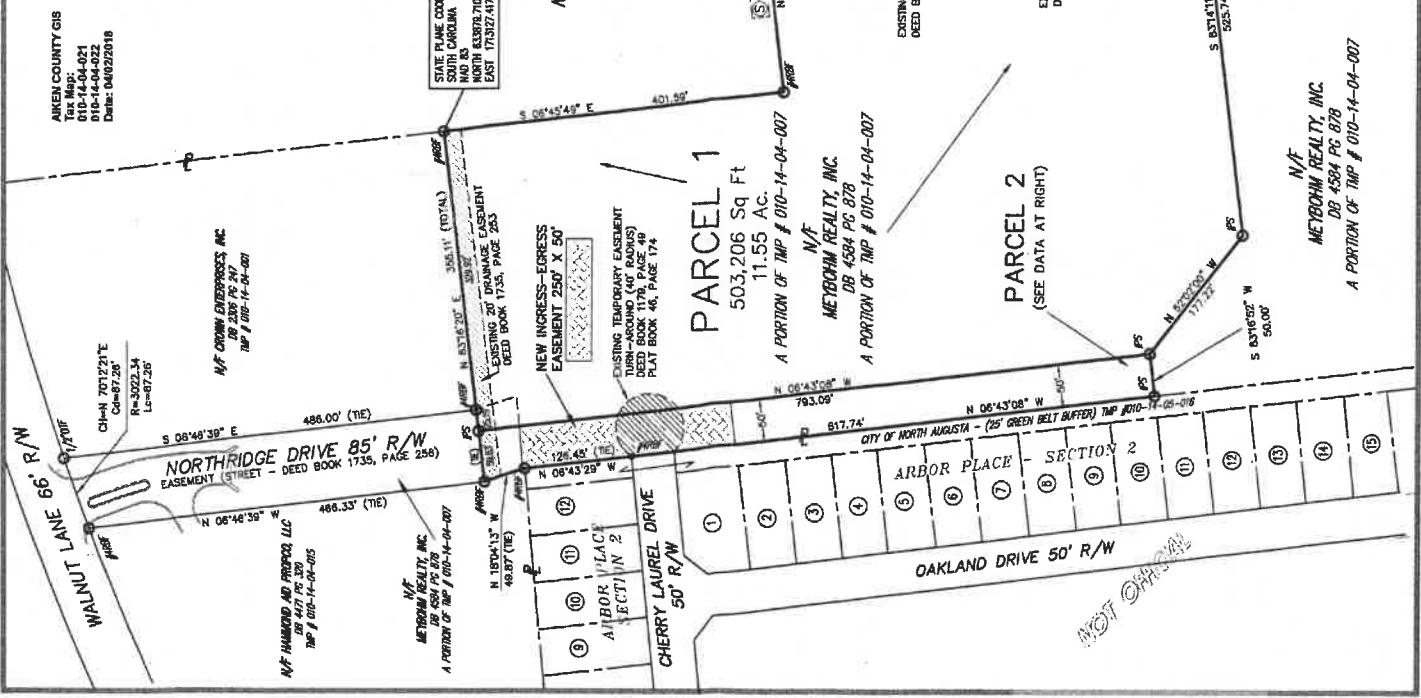
**PARCEL 2**  
(SEE DATA AT RIGHT)

N/F  
METROHM REALTY, INC.  
DB 4584 PG 878  
A PORTION OF TMP # 010-14-04-007

APPROVED  
MINOR SUBDIVISION PLAT  
CITY OF NORTH AUGUSTA,  
SOUTH CAROLINA  
I, Judith Walker, Surveyor, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a duly licensed and registered professional surveyor in the State of South Carolina.  
Date: 10/30/17  
Judith Walker



SURVEYOR'S CERTIFICATION  
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE CONSTITUTION AND LAWS OF THE STATE OF SOUTH CAROLINA, AND THAT I AM A DULY LICENSED AND REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF SOUTH CAROLINA. ALSO, THERE ARE NO UNRECORDED ENCUMBRANCES OF RECORD AFFECTING THIS SURVEY.  
Judith Walker  
15795  
SC RLS. NR.



STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN ) DEED OF DEDICATION  
FOR PHASE I THE RETREAT  
AT WALNUT VILLAGE

THIS INDENTURE, made and entered into this 15<sup>TH</sup> day of JANUARY, 2020, between Raymond D. Brown, as party of the First Part; and the City of North Augusta, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, as party of the Second Part;

**WITNESSETH:**

That the party of the First Part for and in consideration of the sum of One and 00/100 (\$1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged, and other valuable consideration to hereinafter described, has granted, bargained, sold, conveyed, released and confirmed and by these presents do hereby grant, bargain, sell, release, conveyed and confirm, to the Party of the Second Part, its successors and assigns, the following described property, to-wit:

All those certain streets and utility easements, to include sanitary sewer lines and storm sewer lines, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina, located in Phase I of the Retreat at Walnut Village Subdivision, to-wit: Outpost Drive, Whistle Stop Drive and Passage Drive. Such Drives, sanitary sewer lines and easements as well as storm sewer lines and easements, that are transferred hereby, are as shown upon a plat of Phase I of The Retreat at Walnut Village prepared by H & C Surveying, Inc. dated October 7, 2019, and recorded in the Office of the RMC for Aiken County, South Carolina in Plat Book 61 at page 843-44. Reference is hereby made to said plat for a more particular description as to the metes, bounds and exact location of property.

The utility easements conveyed are specifically referred to as Easements Numbered 1, 2, 3, 4, 5, 6 and 9.

This being a portion of the property conveyed to Raymond D. Brown by deed of Augusta Industrial Park, LLC dated February 25, 2019, recorded in the Office of the RMC for Aiken County, South Carolina on February 27, 2019, in Record Book 4764 at pages 1888-1890.

TAX MAP AND PARCEL NUMBER: Portion of: 010-14-04-022

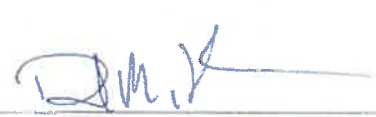


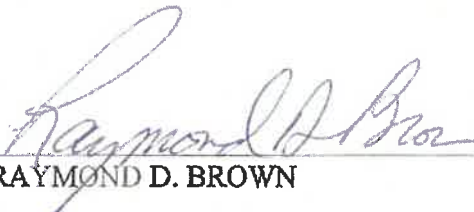
TOGETHER, with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.


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 a part of its road and storm water systems and the acceptance of the delivery of these presents shall be conclusive evidence of such agreement.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said City of North Augusta, its successors and assigns, forever.

WITNESS, the hand and seal of the party of the First Part this 15 day of January, 2020.

  
WITNESS (1)

  
RAYMOND D. BROWN


  
WITNESS (2)

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

PERSONALLY appeared before me and made oath that he/she saw the within named Raymond D. Brown, sign, seal and as his act and deed, deliver the within written Deed of Dedication, and that he/she with the other witness subscribed above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS  
15 DAY OF January, 2020.

  
WITNESS (1)

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: FEB 8, 2021  
AFFIX SEAL

Accepted by:

CITY OF NORTH AUGUSTA

BY: \_\_\_\_\_

ROBERT A. PETTIT

ITS: MAYOR

BY: \_\_\_\_\_

SHARON LAMAR

ITS: CITY CLERK

\_\_\_\_\_  
WITNESS (1)

\_\_\_\_\_  
WITNESS (2)

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

PERSONALLY appeared before me and made oath that he/she saw the within named Robert A. Pettit and Sharon Lamar, sign, seal and as their act and deed, deliver the within written Deed of Dedication, and that he/she with the other witness subscribed above, witnessed the execution thereof.

\_\_\_\_\_  
WITNESS (1)

SWORN TO BEFORE ME THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_  
AFFIX SEAL

LAW OFFICES OF

**DONALD H. WHITE**  
A PROFESSIONAL CORPORATION

*Licensed in Georgia and South Carolina*

924 Stevens Creek Road, Suite 101  
Augusta, Georgia 30907  
(706) 860-6810  
(706) 860-1549 Fax

511 W. Martintown Road  
North Augusta, SC 29841  
(803) 202-0212  
E-Mail: don@donwhitelaw.com  
www.donwhitelaw.com

January 13, 2020

City of North Augusta Planning and Zoning Department  
100 Georgia Avenue, Second Floor  
North Augusta, South Carolina 29841

Re: The Retreat at Walnut Village, Phase I  
Title Certification for The Retreat at Walnut Village, Phase I

**ATTORNEY'S CERTIFICATE OF TITLE**

I am an attorney admitted to practice law in the State of South Carolina. The opinion set forth in this Certificate of Title may be relied upon only by the City of North Augusta, South Carolina, its successors and assigns, and its legal counsel, but no other party without my prior written consent.

I certify that an examination has been made of the pertinent public records duly indexed and filed in the office of the Clerk of Court, Register of Deeds, Judge of Probate (in the event title passed by descent or devise) and Treasurer's Office for Aiken County and the City of North Augusta, as of January 10, 2020, at 5:00 p.m., which affects the title to the real property described on Exhibit "A" attached hereto and based upon such examination (expressly excluding matters not shown by records herein listed), it is our opinion that Thomas Place Development, LLC, a limited liability company organized under the laws of the State of South Carolina, has a marketable, fee simple, recordable title thereto free and clear of all liens and encumbrances, except as set forth in Exhibit "B" attached hereto and made a part hereof for all purposes.

Donald H. White, P.C.

By: \_\_\_\_\_

Donald H. White  
Attorney at Law  
S.C. Bar No. 6273

EXHIBIT "A"

All that tract or parcel of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Aiken, City of North Augusta, designated as "PARCEL 1", consisting of 11.55 acres [503,206 SQ.FT.], all as shown on a plat dated September 15, 2017, prepared by H&C Surveying, Inc., and recorded on December 15, 2017, in the Office of the R.M.C. for Aiken County, S.C., in Plat Book 60, page 342; reference being made to said plat for a more complete and accurate description of the property hereby conveyed.

This conveyance is made subject to those Permitted Encumbrances attached hereto, as Exhibit "B".

Derivation: This is the same property conveyed to Raymond D. Brown by Deed of Augusta Industrial Park, LLC, dated February 25, 2019, and recorded in Deed Book 4764, pages 1888-1890, in said RMC Office.

Map/Parcel No. 010-14-04-022

PERMITTED ENCUMBRANCES  
EXHIBIT "B"

1. County of Aiken taxes for tax year 2020, which are accruing but not yet due and payable. County of Aiken taxes for previous years are paid with no delinquency noted of record.
2. City of North Augusta taxes for tax year 2020, which are accruing but not yet due and payable. City of North Augusta taxes for previous years are not owed.
3. Any inaccuracy in the area, square footage, or acreage of land described in the recorded plat, if any. This title opinion does not represent or guarantee the accuracy of the area depicted in the plat.
4. Rights of upper and lower riparian owners in and to the free and unobstructed flow of any water extending through the land, with diminution.
5. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
6. All tax FIFA's, if any, against any property that does not include the within described property.
7. Any title to any portion of the property within a public right of way.
8. The operation and effect of any and all pertinent zoning ordinances or building restrictions, health department regulations, and regulations of any other governmental bodies or agencies.
9. Any claims or interests acquired through bankruptcy proceedings and/or any defects in title arising out of bankruptcy proceedings.
10. Easement in favor of South Carolina Electric & Gas Company dated November 22, 1968, and recorded in Misc. Book 125, page 271, Aiken County records.
11. Drainage Easement in favor of South Carolina Highway Department dated October 5, 1976, and recorded in the RMC of Aiken County, in Misc. Book 222, page 27.
12. Easement in favor of South Carolina Electric & Gas Company dated October 23, 1979, and recorded in the RMC of Aiken County, in Misc. Book 286, page 287.
13. Easement for utilities dated February 28, 2003, and recorded in the RMC of Aiken County, in Record Book 1179, page 49.
14. Easement in favor of the City of North Augusta, dated August 24, 1992, and recorded in the RMC of Aiken County, in Record Book 1456, page 41.



15. Easement in favor of Assisted Living Concepts, Inc. dated December 11, 1997, and recorded in the RMC of Aiken County, in Record Book 1735, page 253.
16. Easement in favor of Assisted Living Concepts, Inc. dated December 11, 1997, and recorded in the RMC of Aiken County, in Record Book 1735, page 256.
17. Easement in favor of City of North Augusta, dated June 16, 2009, recorded in the RMC of Aiken County, in Record Book 4281, page 1359.
18. Easement in favor of Dominion Energy South Carolina, Inc. dated December 17, 2019, and recorded in the RMC of Aiken County, in Record Book 4820, page 1042.
19. Matters occurring subsequent to the inclusive dated of title examination.
20. Matters which would not be revealed by a review of the public records regarding a proposed purchaser/borrower, who is not a current owner of the property.
21. Compliance with any local, county, state or federal government law or regulation relative to environment, zoning, subdivision, occupancy, use, construction or development of the subject property.
22. Judgments, liens, and proceedings filed only in Federal Court. (Upon the filing of a petition in Bankruptcy, title to real property vests in the Trustee in Bankruptcy and notice thereof is not always required to be filed in the County in which the Bankrupt debtor owns property; federal condemnation proceedings may vest property in the Federal Government.)
23. Interests or claims not disclosed by public records, including but not limited to:
  - (a) Unrecorded mechanics or materialmen's liens. (Liens may be filed by persons or entities furnishing labor or materials to any improvements on real property within 90 days of performance or furnishing of materials.)
  - (b) Unrecorded leases.
  - (c) Matters that may defeat or impair title which do not appear on record.
  - (d) Taxes, Special Assessments and other governmental charges that are not shown as existing liens by the public records.
  - (e) Civil actions where no notice of *lis pendens* appears of record.

STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF AIKEN )  
DEED OF DEDICATION  
FOR NORTHRIDGE DRIVE RELATED  
TO THE DEVELOPMENT OF PHASE I  
THE RETREAT AT WALNUT VILLAGE

THIS INDENTURE, made and entered into this 14 day of Jan., 2020, between Meybohm Riverwood, LLC, as party of the First Part; and the City of North Augusta, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, as party of the Second Part;

**WITNESSETH:**

That the party of the First Part for and in consideration of the sum of One and 00/100 (\$1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged, and other valuable consideration to hereinafter described, has granted, bargained, sold, conveyed, released and confirmed and by these presents do hereby grant, bargain, sell, release, conveyed and confirm, to the Party of the Second Part, its successors and assigns, the following described property, to-wit:

All that certain piece, parcel or tract of land, with the improvements thereon, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina, consisting of the Right-of-Way of Northridge Drive.

Such Right-of-Way extending from the Right-of-Way of Walnut Lane to property now belonging to Raymond D. Brown as part of the Development of Phase I of The Retreat at Walnut Village.

Said property conveyed is shown on two separate plats. The majority of the conveyance which is shown upon a plat prepared for Meybohm Riverwood, LLC, prepared by H & C Surveying, Inc. dated September 15, 2017 and revised December 9, 2019, and recorded in the Office of the RMC for Aiken County, South Carolina in Plat Book 61 at page 909. Said Property is described on said plat as PARCEL 3 CONSISTING OF 40,499 SQUARE FEET/0.93 ACRES.

The remaining portion of such Right-of-Way is shown upon a plat of Phase I of The Retreat at Walnut Village prepared by H & C Surveying, Inc. dated October 7, 2019, and recorded in the Office of the RMC for Aiken County, South Carolina in

Plat Book 61 at page 843. Reference is hereby made to said plat for a more particular description as to the metes, bounds and exact location of property.

The property being conveyed is identified as PARCEL 4, CONSISTING OF 6,202 SQUARE FEET/0.14 ACRES, and further identified as "Future Right-of-Way".

This being a portion of the property conveyed to Meybohm Riverwood, LLC by deed of Meybohm Realty, Inc., dated December 31, 2018, recorded in the Office of the RMC for Aiken County, South Carolina in Record Book 4760 at pages 2061-2063.

TAX MAP AND PARCEL NUMBER: Portion of: 010-14-04-007

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

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 a part of its road and storm water systems and the acceptance of the delivery of these presents shall be conclusive evidence of such agreement.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said City of North Augusta, its successors and assigns, forever.

WITNESS, the hand and seal of the party of the First Part this 14<sup>th</sup> day of Jan., 2020.

MEYBOHMN RIVERWOOD, LLC

Patricia A. Rogers  
WITNESS (1)

E. G. Meybohm  
BY: Edward G. Meybohm  
ITS: Member/Manager

Dania Staley  
WITNESS (2)

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

PERSONALLY appeared before me and made oath that he/she saw the within named Meybohm Riverwood, LLC, by its duly authorized officer, sign, seal and as its/his/her act and deed, deliver the within written Deed of Dedication, and that he/she with the other witness subscribed above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS  
14 DAY OF Jan, 2020.

Patricia A. Rogers  
WITNESS (1)

Dania Staley  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 12/12/28  
AFFIX SEAL

**DANIA STALEY  
NOTARY PUBLIC  
SOUTH CAROLINA  
MY COMMISSION EXPIRES 12/12/2028**

Accepted by:

CITY OF NORTH AUGUSTA

BY: \_\_\_\_\_

ROBERT A. PETTIT

ITS: MAYOR

BY: \_\_\_\_\_

SHARON LAMAR

ITS: CITY CLERK

\_\_\_\_\_  
WITNESS (1)

\_\_\_\_\_  
WITNESS (2)

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

PERSONALLY appeared before me and made oath that he/she saw the within named Robert A. Pettit and Sharon Lamar, sign, seal and as their act and deed, deliver the within written Deed of Dedication, and that he/she with the other witness subscribed above, witnessed the execution thereof.

\_\_\_\_\_  
WITNESS (1)

SWORN TO BEFORE ME THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_  
AFFIX SEAL



January 13, 2020

City of North Augusta

To Whom It May Concern:

**Re: Preliminary Opinion as to Title to Real Property located at  
0.92 Acre, North Augusta, Aiken County, South Carolina**

We are providing a Preliminary Title Opinion pursuant to your request.

We certify that as of January 2, 2020, based on the indices to the public records pertaining to real estate maintained by the Register of Deeds for Aiken County, South Carolina, Meybohm Riverwood, LLC has fee simple title to the property more particularly described in the attached Exhibit A, being subject only to the following exceptions:

1. Such state of facts as would be disclosed by a current and accurate survey of the premises.
2. The lien of state, county and city ad valorem taxes for 2020 and subsequent years, which are a lien but not yet due and payable.
3. Liens for improvements which are unrecorded and made within 90 days next preceding the date of this letter; rights of party in possession, if any; and all other matters which are not of public record which would be disclosed by a visual inspection of the premises.
4. Any claims or rights of any other person or persons not appearing as matters of record including rights of person in possession of property claiming adversely to record owner.
5. Easements granted to utility companies for the erection and placing of poles and the strings of wire, together with the incidental rights of clearing and inspection.
6. Right-of-Way Deeds in favor of governmental authorities for the purpose of constructing roads and roadways.
7. Any bankruptcy proceedings affecting the title to said property.

8. Any zoning laws or land use restrictions of said county and/or municipality.
9. Riparian rights of owners of property adjacent to any river, stream, branch, or any other waterway flowing into, arising or flowing from, or flowing through the subject property.
10. The names of married women as they appear in the chain of title and as furnished to the examining attorney; and such matters affecting title which are not indexed in such a manner that a reasonable prudent search would have revealed to the examiner.
11. No opinion rendered as to compliance with state and federal Interstate Land Sales Act, consumer credit protection, truth-in-lending laws, or any similar acts or laws; or compliance with any state or federal statutes or regulations as respects any potential environmental hazard or contamination of the property.
12. Any and all applicable easements and restrictions of record.
13. This letter excepts to any errors contained herein based on errors and omissions of court clerks and court employees and as to any matters incorrectly indexed or incorrectly recorded.
14. Ten (10) foot permanent utility easement reserved over and centered, on all utility lines, pipes or swales as shown on plat of survey prepared by H & C Surveying, Inc. dated October 7, 2019 or as built.
15. Five (5) foot pedestrian easement reserved along each side line of all blocks.
16. Utility easements as shown on the above referenced plat.
17. Drainage easements as shown on the above referenced plat.
18. Ingress-egress easements as shown on the above referenced plat.
19. Temporary easement turn-around as shown on the above referenced plat.
20. Twenty-five (25) foot green belt buffer as shown on the above referenced plat.
21. Grant of Easement by and between Meybohm Realty, Inc. and Augusta Industrial Park, LLC dated January 25, 2018 and recorded in Book 4712, Pages 367-370.

This letter makes no representation as to the condition of the land or its suitability for the purposes for which the land is being used at present. This letter is intended for the purpose of

identifying the legal owner of said property, and any encumbrances of record in the County where the property is located which exist as of the date stated above. This preliminary opinion is based on the assumption that any documents of record upon which we have relied have each been duly authorized, properly executed, witnessed and delivered in accordance with the laws of the State of South Carolina. This opinion is delivered solely for your benefit, and for the benefit of your successors and assigns and such regulatory agencies having jurisdiction over you.

Should you have any questions, please feel free to contact me.

Very truly yours,



Scott J. Klosinski

SJK/cja

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

All that certain tract or parcel of land, with any improvements thereon, situate, lying and being located in the City of North Augusta, Aiken County, South Carolina containing 0.92 acre and being shown and designated as Parcel 2 on a plat prepared by H & C Surveying, Inc. dated September 15, 2017 and recorded in the Aiken County R.M.C. Office on December 14, 2017 in Plat Book 60, Page 342; reference being hereby made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

TMS: Portion of 010-14-04-007





**NOW, THEREFORE**, as security for the maintenance by the developer of the infrastructure improvements as shown on the final subdivision plat for The Retreat at Walnut Village, Phase 1, as well as for any other improvements provided and proposed to be granted to the City by deed of dedication in accordance with §5.8.5 of the North Augusta Development Code, the developer does hereby guarantee the maintenance of the infrastructure improvements under and pursuant to the following terms.

#### INFRASTRUCTURE IMPROVEMENTS SUBJECT TO THIS GUARANTEE

This Maintenance Guarantee shall extend to all infrastructure improvements proposed to be deeded to, dedicated to, transferred or otherwise assigned to the City of North Augusta by the developer. Such improvements shall include, where applicable, the following but not be limited to such specified improvements:

- A. Streets;
- B. Fire suppression elements of the water distribution system;
- C. Sanitary sewerage collection system;
- D. Stormwater collection system; and
- E. Easements and rights of way for streets, sidewalks and potable water, sanitary sewage and stormwater collection systems.

#### REPRESENTATIONS BY THE DEVELOPER

The Developer represents to the City of North Augusta that:

- A. For a period of twenty-four (24) months from the approval of the final plat, the improvements will not fail, for any reason, with the exception of force majeure;
- B. The Developer has submitted the Deed of Dedication and a monetary guarantee, in the form of an Irrevocable Letter of Credit in the amount of \$88,500.00, in support of this Maintenance Guarantee in accordance with §§5.8.4 and 5.8.5 of the North Augusta Development Code within the specified time period;
- C. The City Engineer for the City of North Augusta shall have full and absolute discretion and authority in determining whether or not a failure has occurred in regard to the infrastructure subject to this Maintenance Guarantee.

#### REMEDIES IN THE EVENT OF DEFAULT

In the event that the City Engineer for the City of North Augusta, in his sole discretion, determines that a failure has occurred, he shall provide written notice of such failure to the developer with a request for the immediate correction of said failure. In the event of failure by the

developer to make such repairs as necessary within sixty (60) days of such written notice or within ten (10) days, in the event of such notice being received during the last sixty (60) days covered by this Maintenance Guarantee and 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, The Retreat at Walnut Village, LLC has caused these presents to be executed in its name by its duly authorized Managing Member this 9 day of January, 2020.

  
WITNESS Dawn Dreyfus

BY:



CHARLES T. BLACKSTON  
ITS: MANAGING MEMBER

  
WITNESS Douglas H. Whitford

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

City of North Augusta

\_\_\_\_\_  
WITNESS

BY:

\_\_\_\_\_  
RACHELLE MOODY  
ITS: INTERIM CITY ADMINISTRATOR

\_\_\_\_\_  
WITNESS

## IRREVOCABLE LETTER OF CREDIT

**Borrower:** The Retreat at Walnut Village, LLC  
1667 W Martintown Rd  
North Augusta, SC 29860

**Lender:** South State Bank  
Augusta Wheeler Road  
2440 Mall Drive  
PO Box 118068  
Charleston, SC 29423-9910

**Beneficiary:** The City of North Augusta  
100 Georgia Avenue  
North Augusta, SC 29841

**NO.: 1388**

**EXPIRATION DATE.** This letter of credit shall expire upon the earlier of the close of business on 01-16-2022 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

**AMOUNT OF CREDIT.** Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Eighty-eight Thousand Five Hundred & 00/100 Dollars (\$88,500.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

**WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.**

**DRAFT TERMS AND CONDITIONS.** Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

1. The original Letter of Credit, together with any amendments.
2. Sight draft drawn by Beneficiary on Lender
3. A signed statement by Beneficiary including the following statement: "Borrower has failed to perform as agreed."

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

**USE RESTRICTIONS.** All drafts must be marked "DRAWN UNDER South State Bank IRREVOCABLE LETTER OF CREDIT NO. 1388 DATED 01-16-2020," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

**PERMITTED TRANSFEREES.** The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

**TRANSFEREES REQUIRED DOCUMENTS.** When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

**COMPLIANCE BURDEN.** Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

**NON-SEVERABILITY.** If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

**GOVERNING LAW.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of South Carolina without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of South Carolina.

**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

**IRREVOCABLE LETTER OF CREDIT  
(Continued)**

Loan No: 12467002

Page 2

Dated: January 16, 2020

LENDER:

SOUTH STATE BANK

By: \_\_\_\_\_ (Seal)  
Authorized Signer

**ENDORSEMENT OF DRAFTS DRAWN:**

Date	Negotiated By	Amount In Words	Amount In Figures
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