

RESOLUTION NO. 2022-14
ACCEPTING A DEED OF DEDICATION FOR AN OFF-SITE SANITARY SEWER LINE
FROM HAVENWOOD CAMELIA, LP, ALONG WITH A MAINTENANCE
GUARANTEE AND CASH DEPOSIT

WHEREAS, Havenwood Camelia, LP constructed a 44 unit senior apartment development at 1541 Knox Avenue according to the requirements of the North Augusta Development Code and the City, and including an off-site sewer line; and

WHEREAS, pursuant to §5.6.5 of the North Augusta Development Code, the Director of Planning and Development and the City Engineer approved the site plan for Havenwood Camelia on July 6, 2020; and

WHEREAS, it is the policy of the City that, upon completion of the improvements associated with an approved site plan, the City may, following inspection by the City's Engineering Department, accept a deed of dedication for utility extensions for the purpose of ownership and maintenance when said deed is accompanied by a maintenance guarantee; and

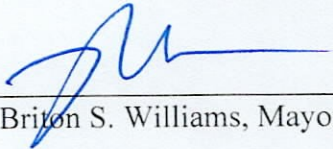
WHEREAS, a maintenance guarantee and cash deposit accompany the deed, the City Engineer has made final inspection of the subject improvements, and these improvements meet City standards.

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:

Fee simple title to all off-site sanitary sewer lines and apparatus located within the public right-of-way of Knox Avenue and Walker Avenue, as shown on a Sanitary Sewer As-Built Survey for Havenwood Camelia, LP prepared by Tripp Land Surveying, Inc., dated January 24, 2022.


BE IT FURTHER RESOLVED that a Maintenance Guarantee and Cash Deposit in the amount of \$1,200.00 are hereby accepted.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 7th DAY OF March, 2022.



Briton S. Williams, Mayor

ATTEST:



Sharon Lamar, City Clerk

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

DEED OF DEDICATION
(Sanitary Sewer Line)

KNOW ALL MEN BY THESE PRESENTS, that **HAVENWOOD CAMELLIA, LP**, a South Carolina limited partnership ("Grantor"), for and in consideration of the payment of ONE AND NO/100 DOLLAR (\$1.00), paid by **THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA** ("Grantee"), with an address of 100 Georgia Avenue, North Augusta, South Carolina 29841, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released and by these presents does grant, bargain, sell, and release unto Grantee the following described property:

That certain sanitary sewer line, as depicted on Exhibit "A" attached hereto and by this reference incorporated herein, spanning from the existing sanitary sewer manhole, through sanitary sewer manholes (01), (02), and (03), and ending at sanitary sewer manhole (04).

TO HAVE AND TO HOLD all and singular the property before mentioned unto Grantee forever.

The terms "Grantor" and "Grantee" to include the plural as well as the singular, and heirs, legal representatives, successors and assigns, where the context so requires or admits. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantor and Grantee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

Date: February 28, 2022

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Witness #1

HAVENWOOD CAMELLIA, LP,
a South Carolina limited partnership

By: AIKEN HOUSING LC, LLC,
a South Carolina limited liability
company

Its: General Partner

By: [Signature]
Maxwell Elbe, Manager

[Signature]
Notary/ Witness #2

STATE OF Georgia

COUNTY OF Fulton

ACKNOWLEDGMENT
S.C. §30-5-30
(EFFECTIVE JANUARY 1, 1995)

I, the undersigned authority, a Notary Public in and for the said County in said State, hereby certify Maxwell Elbe, as the Manager of Aiken Housing LC, LLC, a South Carolina limited liability company, as General Partner of Havenwood Camellia, LP, a South Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 28 day of February, 2022.

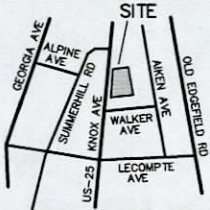


[Signature]
Notary Public for Georgia

My Commission Expires: 11/19/2024

EXHIBIT "A"

(See attached.)



LOCATION MAP - NTS

THIS PLAT OR SURVEY IS INTENDED FOR THE SOLE USE OF THE NAMES LISTED HEREON, ANY OTHER USE IS STRICTLY PROHIBITED.

SURVEY NOTES:

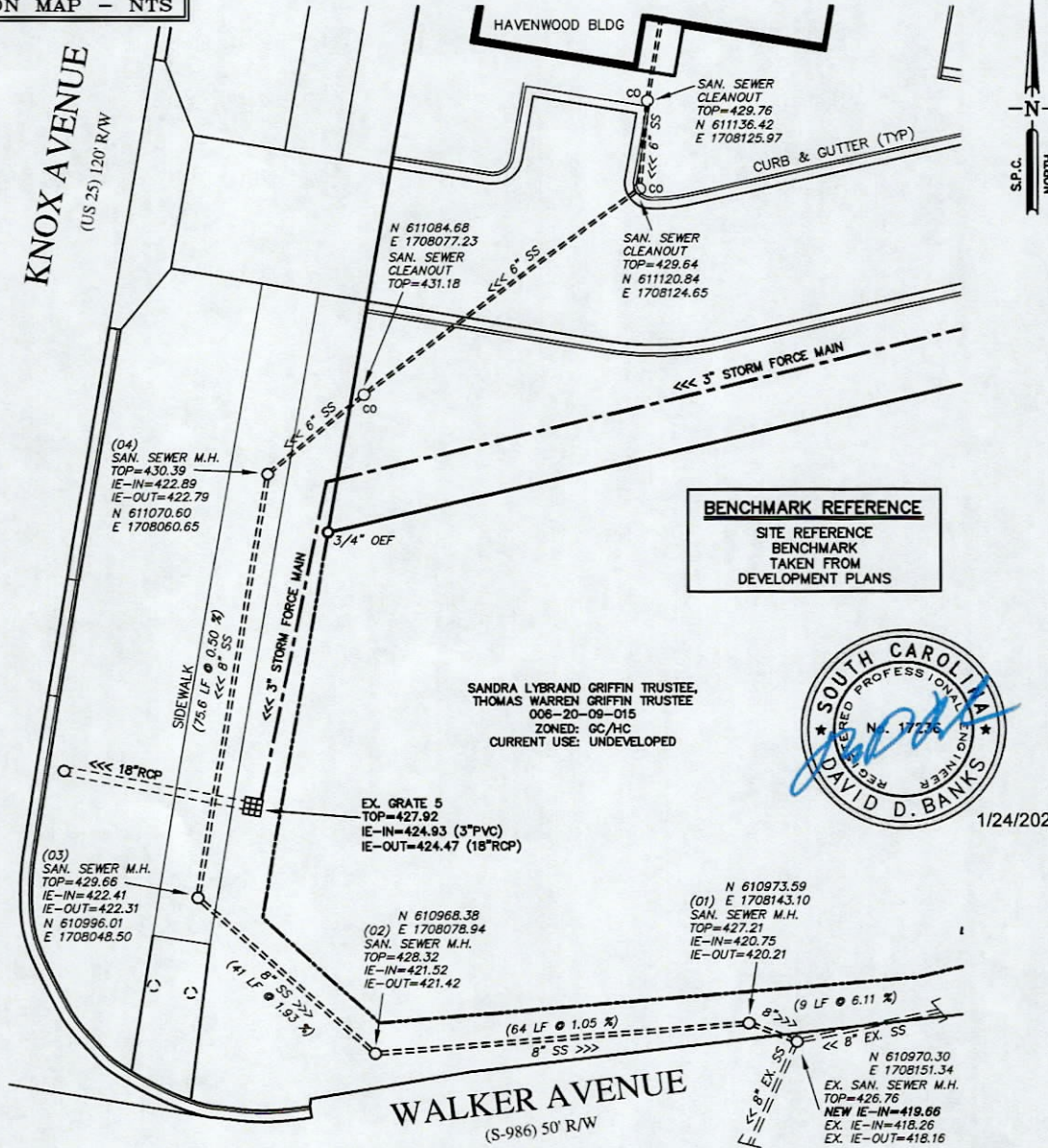
- 1) THE FIELD SURVEY WAS COMPLETED: 1/24/2022

REFERENCES:

- 1) PROPERTY LINES SHOWN TAKEN FROM DEVELOPMENT DRAWINGS.
- 2) CURB SHOWN TAKEN FROM DEVELOPMENT DRAWINGS.



KNOX AVENUE
(US 25) 120' R/W



BENCHMARK REFERENCE
SITE REFERENCE BENCHMARK TAKEN FROM DEVELOPMENT PLANS

SANDRA LYBRAND GRIFFIN TRUSTEE,
THOMAS WARREN GRIFFIN TRUSTEE
006-20-09-015
ZONED: GC/MC
CURRENT USE: UNDEVELOPED



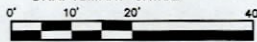
1/24/2022

Sanitary Sewer As-Built Survey at:
HAVENWOOD CAMELLIA - SENIOR ADULT COMMUNITY
1501 KNOX AVENUE, NORTH AUGUSTA, SOUTH CAROLINA
prepared for:

HAVENWOOD CAMELLIA LP

Survey Requested by: Neely Page - Contractors South, Inc.

CITY OF NORTH AUGUSTA COUNTY OF AIKEN STATE OF SOUTH CAROLINA
SCALE: 1"=20' DRAFTSMAN: J.WJSZ DATE: 1/24/2022



PREPARED BY

Tripp Land Surveying, Inc.

© Tripp Land Surveying, Inc., All Rights Reserved Not For Use Without Expressed Written Permission
SOUTH CAROLINA #5120 REGISTERED LAND SURVEYOR GEORGIA #1860
"Surveying since 1964"

916 DOUGHERTY ROAD, AIKEN, SOUTH CAROLINA 29803-6515

VISIT OUR WEBSITE AT: www.TrippLS.com

BUS: (803) 642-5776 EMAIL: btripp@triplps.com FAX: (803) 649-5381

TECHNICAL INFO.

EQUIPMENT USED:
GEOMAX ZOOM90; CARLSON SURVEYOR2/SurvCE
GIS # 006-20-09-014
PROJECT: # 20254
PATH: J:\CS\2020\20254N-Havenwood-Pond_Sewer-Asbuilt.DWG
FIELD BK. 496/59, 61, 63
TLS JOB # 20254N1.012

LEGEND

- (All Prop. Corners Measured Inside Dia.)
- ⊙ #5 RBS 5/8" REINF. BAR SET/CAP
- ⊙ #5 RBF 5/8" REINF. BAR FOUND
- ⊙ P.P. POWER POLE
- P/L PROPERTY LINE
- ⊙ CWF CONC. MONUMENT FOUND
- ⊙ OEF OPEN END PIPE FOUND
- ⊙ CTF CRIMPED TOP PIPE FOUND
- NOT TO SCALE
- - - - - ADJ. PROPERTY LINE
- CENTERLINE
- D.B. DEED BOOK
- P.B. PLAT BOOK
- M.B. OR VOL. MISCELLANEOUS BOOK
- F.H. FIRE HYDRANT
- △ C.P. COMPUTED POINT
- ⊙ CO SAN. SEWER CLEANOUT
- ⊙ SAN. M.H. SANITARY MANHOLE
- (150) PLAT/DEED REFERENCE
- S.P.C. STATE PLANE COORDINATES

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

**AFFIDAVIT FOR EXEMPT
TRANSFERS**

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.
2. The property being transferred is a portion of that certain sanitary sewer line, as depicted on the "Sanitary Sewer As-Built Survey for Havenwood Camellia, LP" located in North Augusta, Aiken County, South Carolina being transferred by Havenwood Camellia, LP, a South Carolina limited partnership to The City of North Augusta, South Carolina on February 28, 2022.
3. The deed is **EXEMPT** from the deed recording fee because of Exemption #2.
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as **Grantor**.
5. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this 28 day of February, 2022

HAVENWOOD CAMELLIA, LP,
a South Carolina limited partnership

By: Aiken Housing LC, LLC,
a South Carolina limited liability
company

Its: General Partner

Name: Max Elbe

Maxwell Elbe

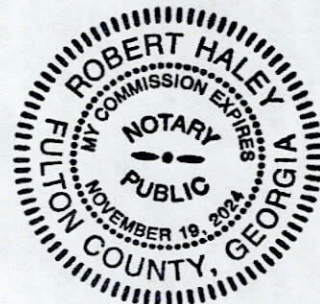
Title: Manager

[Signature]
Notary Public for State of South Carolina - Georgia

Print Name: Robert Haley

My Commission Expires: 11/19/2024

[PLACE SEAL HERE, IF REQUIRED BY STATE LAW]



INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. "Family" means the grantor, the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of them, and the grantor's and grantor's spouse's heirs under a statute of descent and distribution. A "family partnership" or "family trust" also includes charitable entities, other family partnerships and family trusts of the grantor, and charitable remainder and charitable lead trusts, if all the beneficiaries are charitable entities or members of the grantor's family. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim used to confirm title vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

MAINTENANCE GUARANTEE

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

PROJECT NAME: **Havenwood Camelia**
 Off-Site Sanitary Sewer Line

DEVELOPER/OWNER: **Havenwood Camelia, LP**

DATE OF SITE PLAN APPROVAL: **July 6, 2020**

WHEREAS, Havenwood Camelia, LP submitted a site plan prepared by Southern Partners, Inc., dated February 18, 2020, last revised July 2, 2020, to construct Havenwood Camelia, a senior adult community located at 1501 Knox Avenue, North Augusta, North Augusta, County and State aforesaid; and

WHEREAS, the Director of Planning and Development and the City Engineer gave final approval to the minor site plan on July 6, 2020; and

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

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

NOW, THEREFORE, as security for the maintenance by the developer of the constructed infrastructure improvements, in accordance with the requirements of §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 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. Sanitary sewer line;

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 City's acceptance of this maintenance agreement, the improvements will not fail, for any reason, with the exception of force majeure;
- B. The Developer has submitted a cash deposit in the amount of \$1,200 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 cash deposit, 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 against the cash deposit provided for herein;
- B. The City may make claim against the full amount of the cash deposit, 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 cash deposit 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.

IN WITNESS WHEREOF, Havenwood Camelia, LP has caused these presents to be executed this 25th day of January, 2022.

Shelly Brown
WITNESS

By: Collin R. Conroy
Print Name: Collin R. Conroy

Sila Williams
WITNESS

ACCEPTED THIS 1st DAY OF February, 2022.

City of North Augusta

Shaun Lamar
WITNESS

By: James S. Clifford
James S. Clifford
City Administrator

[Signature]
WITNESS