



## DISCUSSION ITEMS FOR AUGUST 21, 2023 CITY COUNCIL MEETING

*The documentation provided herewith consists of advance draft materials for review by Mayor and City Council. Such documents may be revised prior to the actual Council meeting before any formal consideration of same by Mayor and City Council. Said documents may also be revised by way of a proper amendment made at the Council meeting. These documents are informational only and not intended to represent the final decision of the Council.*



Interoffice Memorandum

TO: Mayor and City Council

FROM: Jim Clifford, City Administrator

DATE: August 18, 2023

SUBJECT: Regular City Council Meeting of August 21, 2023

**REGULAR COUNCIL MEETING**

**NEW BUSINESS**

**ITEM 5. PLANNING & DEVELOPMENT: Resolution No. 2023-32 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 Austin Heights Section II**

A resolution has been prepared for Council's consideration to approve 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 Austin Heights Section II.

Please see ATTACHMENT #5 for a copy of the proposed resolution.

RESOLUTION NO. 2023-32  
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 AUSTIN HEIGHTS SECTION II

WHEREAS, Summerfield SC, LLC developed Austin Heights, Section 2 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 June 8, 2023; 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 the City of North Augusta, Aiken County, South Carolina, in Austin Heights, Section II, being 50' Right of Ways known as Greyton Circle, Bakerville Lane, and Kingburgh Lane, as more particularly shown and described on that certain plat of survey prepared by H&C Surveying, Inc. for Summerfield SC, LLC dated December 6, 2022 and recorded in Plat Book 65, Pages 24-26, 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, 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 Austin Heights Subdivision, Section II, being

more fully shown and designated on that plat prepared by H&C Surveying, Inc. for Summerfield SC, LLC.

ALSO, all 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 shown on the above referenced plats, including but not limited to:

Easement No. 1 – 4,332 S.F. or 0.10 AC

Easement No. 2 – 4,441 S.F. or 0.10 AC

Easement No. 3 – 6,500 S.F. or 0.15 AC

Easement No. 4 – 7,369 S.F. or 0.17 AC

This being a portion of the same property conveyed to Summerfield SC, LLC by deed of Dottie Berniece Summers, as Trustee of the Summers Family Trust dated July 11, 1985, on January 22, 2019, and being recorded in the Office of the RMC in Aiken County, South Carolina, in Book 4760, Pages 1122-1124.

Tax Parcel No: a portion of 011-05-01-001

BE IT FURTHER RESOLVED that a Maintenance Guarantee and letter of credit in the amount of \$127,571.00 are hereby accepted.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS \_\_\_\_\_ DAY OF AUGUST, 2023.

\_\_\_\_\_  
Briton S. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk

Return to:  
Klosinski Overstreet, LLP  
1229 Augusta West Parkway  
Augusta, GA 30909

STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF AIKEN                    )        **DEED OF DEDICATION**  
  )        **AUSTIN HEIGHTS**  
  )        **SECTION II**

THIS INDENTURE, made and entered into this 27th day of April 2023, by and between **SUMMERFIELD SC, LLC**, 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 defend all and singular the said premises unto the said Grantee, its successors and assigns against the Grantors and its heirs successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

SIGNATURE PAGE ATTACHED

IN WITNESS WHEREOF, the said Party of the First Part has caused this Deed of Dedication to be executed the day and year first above written as the date of these presents.

Signed, sealed and delivered  
in the presence of:

SUMMERFIELD SC, LLC

Janelle Lund  
First Witness

By: [Signature]  
Michael D. Polatty  
As Its: Manager

[Signature]  
Second Witness

STATE OF GEORGIA     )  
  )  
COUNTY OF RICHMOND )

I, Scott J. Klosinski, a Georgia notary public, do hereby certify that Michael D. Polatty, as Manager of Summerfield SC, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the 26 day of April, 2023.

[Signature]  
Notary Public for \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



[SEAL]

First Community Bank joins in this conveyance to release its interest in that portion of the property rights described in the plat for Austin Heights Section II from that security deed recorded in the RMC Office of Aiken County, South Carolina, in Record Book 5039, Pages 1588-1598

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered in our presence:

Brandon Huxley  
Unofficial Witness

Barbara B. Epps  
Notary Public, Columbia County,

**Grantor:**  
**FIRST COMMUNITY BANK**

By: [Signature]

Print: Phil Bryhoun  
As Its: Vice President / Commercial Bank

My commission expires: 10/3/25  
[SEAL]

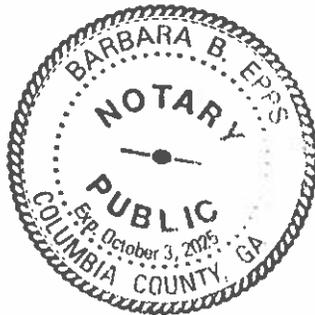


Exhibit "A"

All those strips or parcels of land, and appurtenances to said premises belonging or in anywise appertaining therewith, situate, lying and being in the City of North Augusta, Aiken County, South Carolina, in Austin Heights, Section II, being 50' Right of Ways known as Greyton Circle, Bakerville Lane, and Kingburgh Lane, as more particularly shown and described on that certain plat of survey prepared by H&C Surveying, Inc. for Summerfield SC, LLC dated December 6, 2022, and recorded in Plat Book 65, Pages 24-26, 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, 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 Austin Heights Subdivision, Section II, being more fully shown and designated on that plat prepared by H&C Surveying, Inc. for Summerfield SC, LLC.

ALSO, all 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, including but not limited to:

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Tax Map and Parcel: portion of 011-05-01-001

STATE OF GEORGIA )  
COUNTY OF RICHMOND )

**AFFIDAVIT**

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.

1. The property being transferred is bearing a portion of Aiken County, South Carolina Tax Map # 011-05-01-001 and being transferred by Summerfield SC, LLC to City of North Augusta, South Carolina on \_\_\_\_\_.

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 a transfer to a trust or as a distribution to a trust beneficiary;

(c)  X  exempt from the deed recording fee because: #2

(Explanation, if required)

IF EXEMPT, PLEASE SKIP ITEMS 4-6, GO TO ITEM 7 OF THIS AFFIDAVIT

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit):

(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 the realty which is:

(c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is: \_\_\_\_\_.

5. Check Yes \_\_\_ or No \_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_.

6. The deed recording fee is computed as follows:

(a) \_\_\_\_\_ in the amount listed in item 4 above

(b) \_\_\_\_\_ the amount listed in item 5 above (no amount place zero)

(c) \_\_\_\_\_ subtract line 6(b) from line 6(a) and place the result.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney

8. 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 AND SUBSCRIBED  
before me this 27th day of April,  
2023.

Scott J. Klosinski  
Scott J. Klosinski  
Attorney

Janelle W. Lund  
Notary Public  
My Commission Expires:





***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 the City of North Augusta, County of Aiken, State of South Carolina, in Austin Heights, Section II, being 50' Right of Ways known as Greyton Circle, Bakerville Lane, and Kingburgh Lane, as more particularly shown and described on that certain plat of survey prepared by H&C Surveying, Inc. for Summerfield SC, LLC dated December 6, 2022, and recorded in Plat Book 65, Pages 24-26, 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 Austin Heights Subdivision, Section II, being more fully shown and designated on that plat prepared by H&C Surveying, Inc. for Summerfield SC, LLC.

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.

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Tax Map and Parcel: portion of 011-05-01-001

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

**Summerfield SC, LLC**

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 2023 are not yet due and payable;
5. Mortgage from Summerfield SC, LLC. to First Community Bank, dated July 20, 2022 and recorded August 9, 2022, in Record Book 5039 on page 1588-1598 of the public records of Aiken County, South Carolina, given to secure the original principal sum of \$2,082,404.00.
6. UCC Financing Statement in favor of First Community Bank, recorded in FS – 22-5811, of the public records of Aiken County, South Carolina.

Title is certified from the period beginning January 29, 2019 and ending at 12:00 P.M. on March 30, 2023.

  
Scott J. Klosinski, Attorney at Law

First Community Bank joins in this conveyance to release its interest in that portion of the property rights described in the plat for Austin Heights Section II from that security deed recorded in the RMC Office of Aiken County, South Carolina, in Record Book 5039, Pages 1588-1598

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered in our presence:

Branden Hauke  
Unofficial Witness

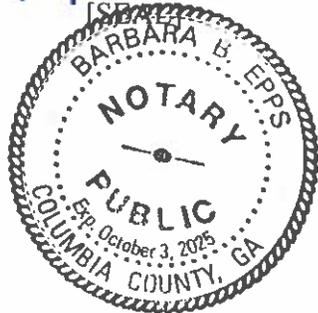
Barbara B Epps  
Notary Public Columbia County,

**Grantor:**  
**FIRST COMMUNITY BANK**

By: [Signature]

Print: Phil Bryhus  
As Its: Vice President / Commercial Banker

My commission expires: 10/3/25



# RECORD PLAT OF AUSTIN HEIGHTS SECTION II AIKEN COUNTY, SOUTH CAROLINA

SCALE 1" = 50'  
DECEMBER 6, 2022

SHOWING PROPERTY LOCATED IN THE CITY OF NORTH AUGUSTA  
AIKEN COUNTY, SOUTH CAROLINA

PREPARED BY:  
**H & C**  
Surveying, Inc.  
C.O.A. (S.F. 3963)

3822-E COMMERCIAL COURT P. O. BOX 211525  
MARTINEZ, GA. 30917 PHONE (706) 863-3483

SHEET 1 OF 3



**PROJECT DATA**  
OWNER/DEVELOPER  
SUMMERFIELD, SC, LLC  
3019 WHEELER ROAD  
AUGUSTA, GEORGIA 30909  
PHONE (706) 394-2688

**TAX MAP PARCEL NUMBERS**  
011-05-01-001

**PROJECT DATA**  
TOTAL NUMBER OF LOTS 74  
CURRENT ZONING R-7  
TOTAL ACREAGE 27.57 Acres  
ACREAGE IN 74 LOTS 7,700 Sq Ft. (0.18 AC)  
MINIMUM LOT 10,966 Sq Ft. (0.25 AC)  
MAXIMUM LOT 17,578 Sq Ft. (0.40 AC)  
AVERAGE LOT SIZE 9,300 Sq Ft. (0.21 AC)

**TOTAL ACREAGE IN OPEN SPACE** 370,868 Sq Ft. (8.51 AC)  
PARCEL 1 108,087 Sq Ft. 2.48 AC  
PARCEL 2 10,966 Sq Ft. 0.25 AC  
PARCEL 3 251,815 Sq Ft. 5.78 AC

**ACREAGE IN ROAD RIGHT-OF-WAY** 138,546 Sq Ft. (3.21 AC)

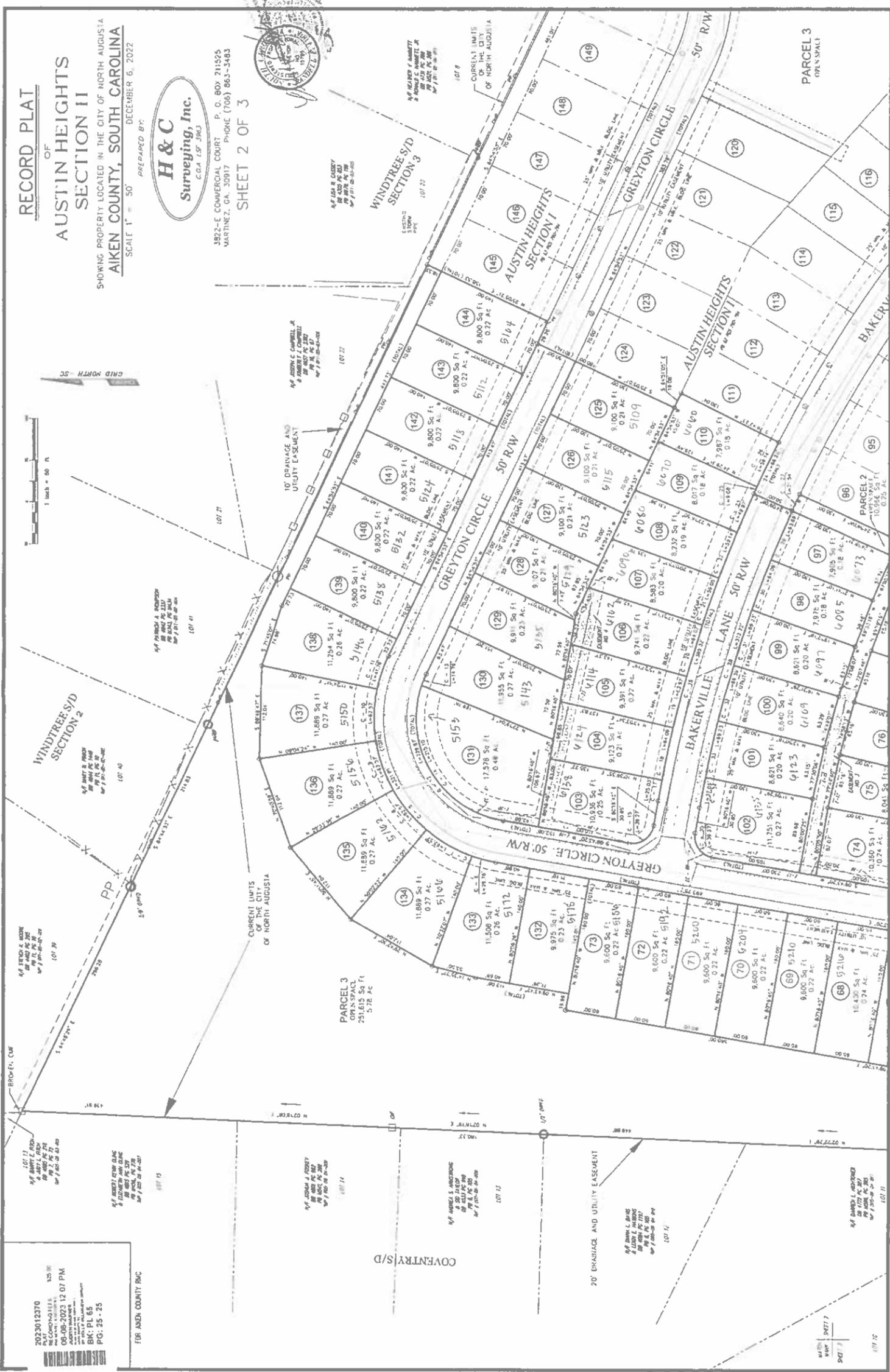
**MINIMUM BUILDING LINES**  
FRONT LINES THE MAXIMUM AND THE MAXIMUM FRONT SETBACK FOR ALL LOTS IS 25 FEET FROM R/W  
SIDE LINES 5 FEET  
REAR LINES 15 FEET

**PARKING REQUIREMENTS**  
2 SPACES PER RESIDENCE  
**PARKING PROVIDED**  
2 SPACES PER RESIDENCE  
SPACES PROVIDED WITHIN THE PROPERTY (DRIVEWAY)

Review Set 3  
**FILE COPY**

**LEGEND**

- 1/4" = 1" PERMANENT EASEMENT
- 1/8" = 1" PERMANENT EASEMENT
- 1/16" = 1" PERMANENT EASEMENT
- 1/32" = 1" PERMANENT EASEMENT
- 1/64" = 1" PERMANENT EASEMENT
- 1/128" = 1" PERMANENT EASEMENT
- 1/256" = 1" PERMANENT EASEMENT
- 1/512" = 1" PERMANENT EASEMENT
- 1/1024" = 1" PERMANENT EASEMENT
- 1/2048" = 1" PERMANENT EASEMENT
- 1/4096" = 1" PERMANENT EASEMENT
- 1/8192" = 1" PERMANENT EASEMENT
- 1/16384" = 1" PERMANENT EASEMENT
- 1/32768" = 1" PERMANENT EASEMENT
- 1/65536" = 1" PERMANENT EASEMENT
- 1/131072" = 1" PERMANENT EASEMENT
- 1/262144" = 1" PERMANENT EASEMENT
- 1/524288" = 1" PERMANENT EASEMENT
- 1/1048576" = 1" PERMANENT EASEMENT
- 1/2097152" = 1" PERMANENT EASEMENT
- 1/4194304" = 1" PERMANENT EASEMENT
- 1/8388608" = 1" PERMANENT EASEMENT
- 1/16777216" = 1" PERMANENT EASEMENT
- 1/33554432" = 1" PERMANENT EASEMENT
- 1/67108864" = 1" PERMANENT EASEMENT
- 1/134217728" = 1" PERMANENT EASEMENT
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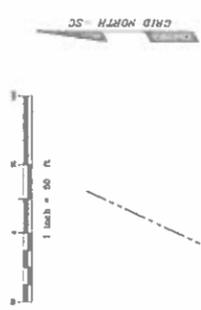


**RECORD PLAT**  
OF  
**AUSTIN HEIGHTS SECTION II**  
SHOWING PROPERTY LOCATED IN THE CITY OF NORTH AUGUSTA  
AIKEN COUNTY, SOUTH CAROLINA  
SCALE 1" = 50' PREPARED BY: DECEMBER 6, 2022

**H & C**  
Surveying, Inc.  
C.O.A. L.S.T. 5963

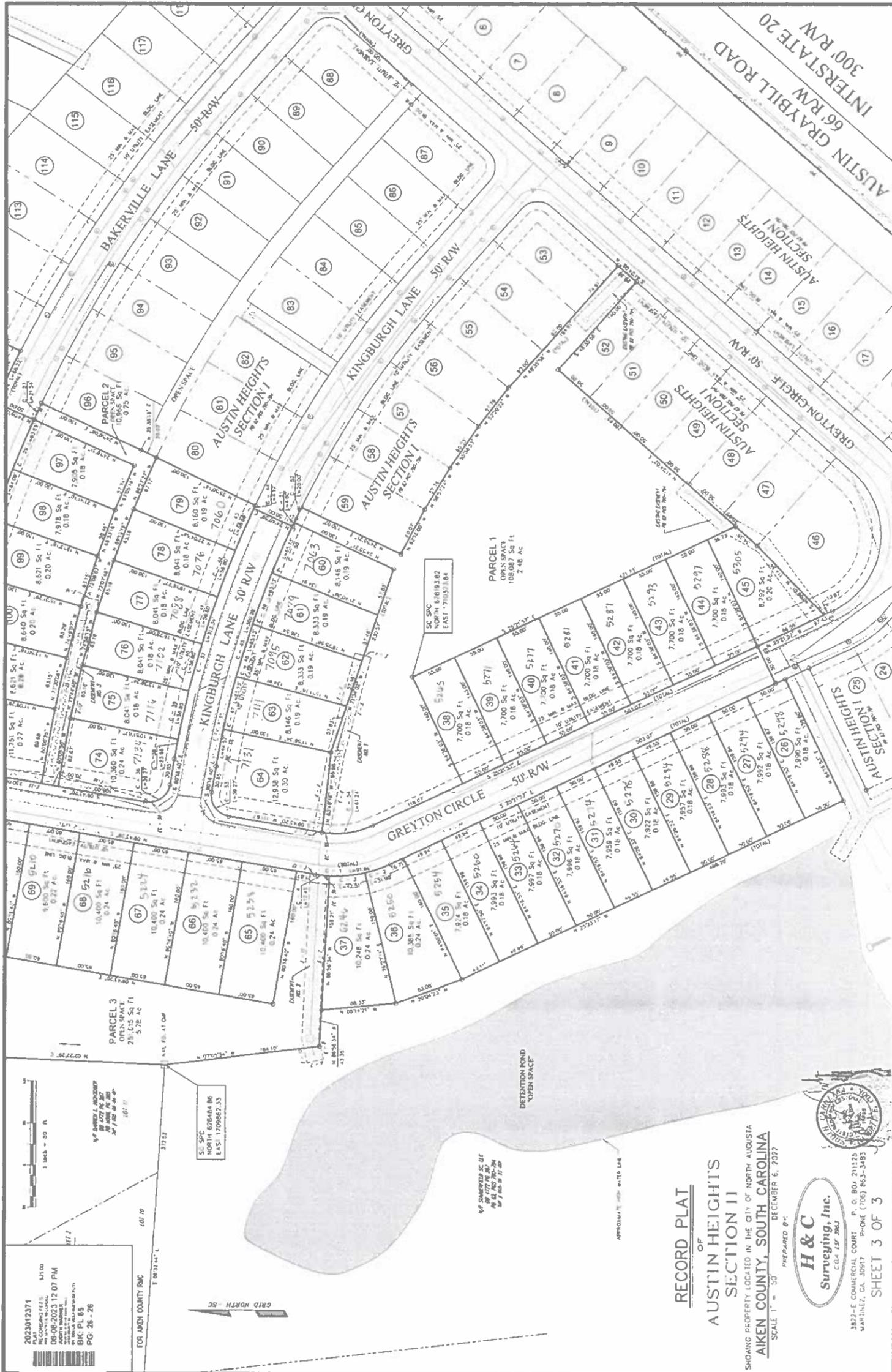
3822-E COMMERCIAL COURT P. O. BOX 211525  
MARTINEZ, GA. 30917 PHONE (706) 863-3483

SHEET 2 OF 3



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BK: PL 65  
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FOR AIKEN COUNTY RMC





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RECORDED 11:12 AM  
BOOK 1709652, PAGE 26

SECTION 1  
NORTH 628484.86  
EAST 1709652.33

**RECORD PLAT**  
OF  
**AUSTIN HEIGHTS SECTION II**  
SHOWING PROPERTY LOCATED IN THE CITY OF NORTH AUGUSTA  
AIKEN COUNTY, SOUTH CAROLINA  
SCALE 1" = 50'  
PREPARED BY:  
**H&C Surveying, Inc.**  
3822-E COMMERCIAL COURT P. O. BOX 211225  
MARTINEZ, GA 30517 PH-ONE (706) 863-3483  
SHEET 3 OF 3





# Department of Planning And Development

Memorandum # 23-023

City of North Augusta

**To:** James S. Clifford, City Administrator  
**From:** Tommy Paradise, Director  
**Subject:** Austin Heights Section 2 Maintenance Guarantee  
**Date:** August 10, 2023

Summerfield, LLC has received approval for Application PP19-001, a major subdivision preliminary plat to construct 66 single-family homes in Section 2 of the Austin Heights development. A Maintenance Guarantee and Letter of Credit in the amount of \$127,571.00 for the streets, water distribution system, sanitary sewerage collection system, stormwater collection system, and easements and rights of way for streets required as part of the approved major subdivision plan has been provided by the developer. The Maintenance Guarantee insures the improvements for a period of twenty-four (24) months from the City's approval of the Final Plat, and in the event of a failure, the city will have the right to draw upon the deposit to complete the work.

Please execute the original Maintenance Guarantee and have the City Clerk return a copy of the fully executed agreement to the Department of Planning and Development. Final copies will be sent to the developer and our office will retain one copy for our files. The City Clerk should file the original guarantee with the Letter of Credit until such time as the City Engineer requests the original to return to the developer.

If you have any questions, please do not hesitate to call.

cc Lynda Williamson, Chief Financial Officer



**NOW, THEREFORE,** as security for the maintenance by the developer of the infrastructure improvements as shown on the final subdivision plat for Austin Heights, Section 2, 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. Sanitary sewerage collection system;
- C. Stormwater collection system; and
- D. 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 \$127,571.00, 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, Summerfield SC, LLC. has caused these presents to be executed in its name by its duly authorized Managing Partner this 5<sup>th</sup> day of July, 2023.

  
\_\_\_\_\_  
WITNESS

BY:   
\_\_\_\_\_  
KEITH LAWRENCE  
ITS: RESIDENTIAL DEVELOPMENT  
MANAGER

  
\_\_\_\_\_  
WITNESS

ACCEPTED THIS 14<sup>th</sup> DAY OF August, 2023.

City of North Augusta

Ricky L Jones  
WITNESS

[Signature]  
WITNESS

BY: [Signature]  
JAMES S. CLIFFORD  
ITS: CITY ADMINISTRATOR



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

PO Box 64  
Lexington, SC 29071  
[www.firstcommunitysc.com](http://www.firstcommunitysc.com)

August 8, 2023

City of North Augusta  
100 Georgia Avenue  
North Augusta, SC 29841

RE: Letter of Credit #101-226 Summerfield SC LLC – Maintenance Guarantee – Austin Heights, Section 2

Dear Sirs:

In connection with the above-matter, enclosed is the original Irrevocable Letter of Credit #101-226 for a Maintenance Guarantee. If you have any questions, please do not hesitate to contact our office.

Thanking you in advance for your cooperation in this matter, I am

Sincerely,  
*Carolyn Hull*  
Real Estate Paralelender, Team Lead  
First Community Bank  
(803) 358-4216

/cmh  
Enclosures



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

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

**IRREVOCABLE STANDBY LETTER OF CREDIT**

Number 101-226

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

**Beneficiary**

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

**Applicant**

Summerfield SC, LLC  
3519 Wheeler Road  
Augusta, GA 30909

Issue Date: August 4, 2023

Expiry Date: September 4, 2025

To Whom It May Concern:

We hereby establish our 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 Five Hundred Seventy-One and 00/100 US Dollars (\$127,571.00) for **Summerfield SC, LLC**. (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. 101-226 dated August 4, 2023; and
3. The original Letter of Credit, together with any amendment.

This Letter of Credit supports the infrastructure improvements under a Maintenance Guarantee for **Austin Heights, Section 2**.

This Letter of Credit is valid until **September 4, 2025**, 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<sup>1</sup> 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:   
Ryan Barnes (NMLS # 643065)  
Vice President

/ch