

RESOLUTION NO. 2023-31  
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 FORREST BLUFF, SECTION 1

WHEREAS, McKie Property Development, LLC by Ivey Capital Partners II, LLC developed Forrest Bluff, Section 1 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 July 12, 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 tracts or parcels of land lying and being in Aiken County, South Carolina shown and designated as "Rachel Branch 50' R/W"; "Anna Creek Way 50' R/W"; "Jane Lane 50' R/W"; "Caroline Court 50' R/W"; "Endswell Drive 50' R/W"; "Parcel 7 – Right-of-Way"; and "Parcel 6 – Detention Pond", Easement Nos. 1-6, as shown on that plat dated May 10, 2023, prepared for McKie Property Development, LLC by H&C Surveying, Inc., which plat is recorded in the Office of the Register's Mesne Conveyance, Aiken County, South Carolina on July 12, 2023, in Book 65, Pages 112-114, (the "Plat"). Reference is made to said Plat which is incorporated herein and made a part hereof for a more complete and accurate description of the metes, bounds, courses, distances, dimensions and location of said land.


Tax Parcel No: a portion of 006-11-03-164

BE IT FURTHER RESOLVED that a Maintenance Guarantee and letter of credit in the amount of \$208,145.18 are hereby accepted.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 7<sup>th</sup> DAY OF AUGUST, 2023.

  
\_\_\_\_\_  
Briton Williams, Mayor

ATTEST:

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

2023017728



DEED  
RECORDING FEES \$15.00  
STATE TAX \$0.00  
COUNTY TAX \$0.00  
PRESENTED & RECORDED

08-14-2023 03:58 PM

JUDITH WARNER  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC  
BY: DOLLIE VILLANUEVA DEPUTY

BK: RB 5106

PG: 2101 - 2107

PREPARED BY AND RETURN TO:

Hull Barrett, PC  
Michael E. Fowler, Jr.  
7004 Evans Town Center Blvd., 3rd Floor  
Evans, GA 30809

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

DEED OF DEDICATION  
AND EASEMENT

KNOW ALL MIEN BY THESE PRESENTS, that MCKIE PROPERTY DEVELOPMENT, LLC ("Grantor"), for and in consideration of the payment of ONE AND NO/100 DOLLARS (\$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 property and property rights hereinafter described, to-wit:

Unencumbered fee simple title to ALL those tracts or parcels of land lying and being in Aiken County, South Carolina shown and designated as "Rachel Branch 50' R/W"; "Anna Creek Way 50' R/W"; "Jane Lane 50' R/W"; "Caroline Court 50' R/W"; "Endswell Drive 50' R/W"; "Parcel 7 - Right-of-Way"; and "Parcel 6 - Detention Pond", as shown on that plat dated May 10, 2023, prepared for McKie Property Development, LLC by H & C Surveying, Inc., which plat is recorded in the Office of the Register's Mesne Conveyance, Aiken County, South Carolina on July 12, 2023, in PL 05 PG 112-114, (the "Plat"). Reference is made to said Plat which is incorporated herein and made a part hereof for a more complete and accurate description of the metes, bounds, courses, distances, dimensions and location of said land.

Together with, a non-exclusive easement in perpetuity for the use, repair, and maintenance of utilities on and under that property designated and described as those tracts or parcels of land lying and being in Aiken County, South Carolina, being (i) those certain "Permanent Utility Easements No's 1, 2, 3, 4, 5, and 6", as each of the same are shown on said Plat. Reference is made to said Plat which is incorporated herein and made a part hereof for a more complete and accurate description of the metes, bounds, courses, distances,

dimensions and location of said land.

By acceptance of this deed, Grantee agrees to promptly maintain, repair and replace the storm water and sewer lines and apparatuses installed or within each said easement, and that upon completion of any maintenance or repair of same, Grantee shall promptly return any disturbed land to its pre-disturbed condition.

Derivation: This being the same property conveyed to McKie Property Development, LLC from Felix D. McKie and Forrest T. McKie by Title to Real Estate dated March 23, 2021, recorded April 29, 2021 in the RMC for Aiken County, South Carolina in Book 4926, Page 705.

The easements granted herein include the right of ingress and egress to said easements over the surrounding property of the Grantor for any and all purposes connected with the necessary and proper installation, construction, maintenance, repair, replacement and inspection of such utilities. The easements granted herein also include the right, where applicable, of ingress and egress from and to said easements over the surrounding property of the Grantor for tapping into any said utilities.

Grantor, its successors, assigns and legal representatives shall have the right to use the parcels of land which are subject to the easements herein granted in any manner not inconsistent or interfering with these easement rights conveyed to the Grantee, excluding, however, the right to erect, construct or maintain within the permanent easement area any, buildings, structures, other permanent improvements or trees or large shrubs, without obtaining the prior written consent of the Grantee. Grantor specifically agrees that if it improves the easement area, it will indemnify and hold Grantee harmless from any damages which may result to said improvements should Grantee be required to work in, or otherwise utilize, the easement area.

Any damages or additional costs resulting to Grantee as a result of alternative uses of such land shall be the responsibility of and paid for by the Grantor. On each of these easements, Grantee shall have the right to trim or remove trees, shrubs, bushes and other vegetation or ground cover as necessary to install, maintain, repair and operate the utility facilities located therein.

In accepting the easements granted hereby, Grantee shall not be obligated to maintain swales, natural streambeds or creeks through which storm water drains, the maintenance of which shall be the responsibility of the owner of fee simple title to the land covered by such easement.

The easements conveyed hereby include title to all pipes and structures and associated appurtenances located in or on the land conveyed or the land subject to the easements granted which are used in providing transportation or water, sanitary sewer, broadband or storm water drainage systems.

TO HAVE AND TO HOLD said property and easements unto Grantee, its successors and assigns in accordance with the terms herein. Grantor hereby warrants and represents that it is the owner of the above-described property and has the authority to convey to the Grantee the property and easements set forth herein. Grantor shall warrant and forever defend all and singular the Property onto Grantee against the claims of all person whomsoever.

[signatures to follow]

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

SIGNED, SEALED, and DELIVERED  
IN THE PRESENCE OF

McKie Property Development, LLC

[Signature]  
Witness

By: [Signature]  
Name: Stephen Mark Ivey  
As its: Member/manager (SEAL)

[Signature]  
Witness

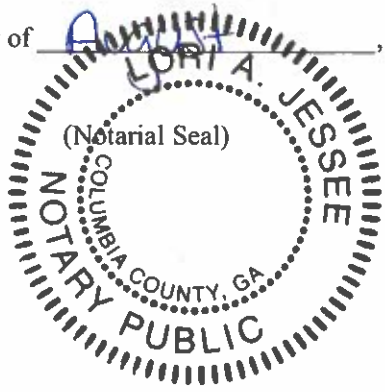
State of Georgia )  
County of Columbia )

Acknowledgement

I, Lori Jessee, a notary public for the State and County aforesaid, do hereby certify that Stephen Mark Ivey, on behalf of Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 3 day of August, 2023.

[Signature]  
Notary Public  
My commission expires: 12-8-2023



SIGNED, SEALED, and DELIVERED  
IN THE PRESENCE OF

W Bradley

Witness

[Signature]

Witness

State of South Carolina )

County of Aiken )

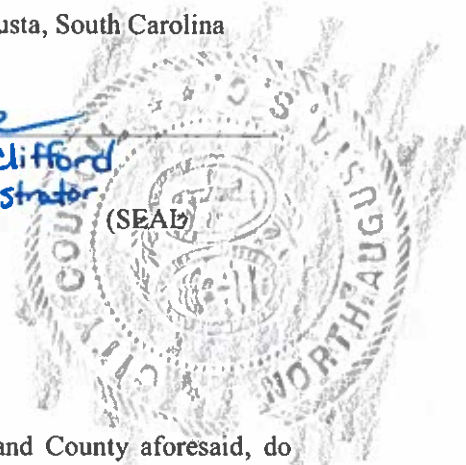
The City of North Augusta, South Carolina

By: [Signature]

Name: James S. Clifford

As its: City Administrator

(SEAL)



Acknowledgement

I, Jamie Paul, a notary public for the State and County aforesaid, do hereby certify that James S. Clifford, on behalf of The City of North Augusta, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 8<sup>th</sup> day of August, 2023.

Jamie Paul

Notary Public

My commission expires: 3/28/2032

(Notarial Seal)

JAMIE PAUL  
Notary Public, State of South Carolina  
My Commission Expires 3/28/2032

Consent and Subordination

The undersigned, Colony Bank ("Lender"), being the holder of a Mortgage dated as of October 4, 2021, and recorded in the Office of the Register's Mesne Conveyance, Aiken County, South Carolina on November 18, 2021, in Book RB 4978, Page 1463 (such mortgage, as previously or hereafter amended, renewed, extended or continued from time to time is herein called the "Mortgage"), hereby consents to the foregoing Deed of Dedication and Easement ("Easement") and agrees that the Mortgage shall be subject and subordinate in all respects to the foregoing Easement. In the event of any foreclosure or acquisition of title to property secured by the Mortgage, or any portion thereof by Lender or any successor-in-interest to Lender, the foregoing Easement shall not be disturbed and shall remain in full force and effect, and Lender and its successors-in-interest will abide and be bound by the foregoing Easement and all of the terms and conditions thereof.

Dated as of this 3rd day of August, 2023.

LENDER:  
COLONY BANK

By: Hugh Hollar  
Name: Hugh Hollar  
As its: Senior Vice President

Barbara McLain  
Witness

[Signature]  
Witness

State of GEORGIA )  
 )  
County of COLUMBIA )

Acknowledgement



I, Stephanie Williams, a notary public for the State and County aforesaid, do hereby certify that Hugh Hollar, on behalf of Colony Bank, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 3rd day of August, 2023.

Stephanie R. Williams  
Notary Public  
My commission expires: 7-28-2025

(Notarial Seal)  
**Stephanie R. Williams**  
**Notary Public Richmond County, GA**  
**My Commission Expires July 28, 2025**



# HULL BARRETT

A T T O R N E Y S

AUGUSTA AIKEN EVANS

**MICHAEL E. FOWLER, JR.**

- LICENSED IN GEORGIA, ALABAMA & SOUTH CAROLINA

MFWLER@HULLBARRETT.COM

## **CERTIFICATE OF TITLE**

**TO: North Augusta, South Carolina**

**DATE: Effective date June 2, at 8:00am**

**RE: Forest Bluff-Section 1**

ALL those tracts or parcels of land lying and being in Aiken County, South Carolina and shown and designated as "Rachel Branch (50' R/W)"; "Anna Creek (50' R/W)"; "Jane Lane (50' R/W)"; "Caroline Court (50' R/W)"; "Endswelis Drive (50' R/W)"; "Parcel 7 Right-of-Way"; "Parcel 6 Detention Pond"; Easement Nos. 1-6, on that plat dated May 10, 2023, prepared by H&C Surveying, Inc., which plat is attached hereto as Exhibit "A" (the "Plat"). Reference is made to said Plat which is incorporated herein and made a part hereof for a more complete and accurate description of the metes, bounds, courses, distances, dimensions and location of said land.

Tax Parcel No.: portion of 006-11-03-164

**THIS IS TO CERTIFY** that I have caused to be examined the public records of Aiken County, South Carolina, relative to the title of the above referenced real estate situate in Aiken County, South Carolina, that covered a period of at least forty (40) years.

**ALSO**, the uses identified in the deed of dedication, including right-of-way and utilities, is not a violation of any covenant or other restriction on the property.

**BASED UPON SUCH INVESTIGATION**, it is my opinion **McKie Property Development, LLC** is vested with fee simple, good and marketable title to the real estate by Title to Real Estate dated March 23, 2021 so described, free and clear of all liens, limitations and encumbrances of record, with the following exceptions:

1. Such state of facts as shown on the plat referenced above.
2. Easements, or claims of easements, not shown by the public records.

WWW.HULLBARRETT.COM

~~(01059141-1)~~  
HULL BARRETT, PC, SECURITY FEDERAL BANK - 3<sup>RD</sup> FLOOR, 7004 EVANS TOWN CENTER BOULEVARD, EVANS, GEORGIA 30809

TELEPHONE: (706) 722-4481 DIRECT: (706) 722-4485 FAX: (706) 650-0925

00997335.docx-1

3. All taxes or special assessments which are not shown as existing liens by the public records.
4. Notice of Commencement recorded in Book 5012, Page 246.
5. Security Deeds as set forth below:
  - a. McKie Property Development, LLC to Colony Bank recorded in Book 4978, Page 1470, as modified and/or subordinated.
  - b. McKie Property Development, LLC to Colony Bank recorded in Book 5061, Page 751, as modified and/or subordinated.

Hull Barrett, P.C.

BY:   
Michael E. Fowler, Jr.  
Closing Attorney



2023041818  
 Date  
 07/12/2023 02:28 PM  
 User  
 [Name]  
 No. 12, 113

of [Name]  
 [Address]  
 [City, State, Zip]

NOTE: A REVIEW OF THIS PROJECT IS BEING CONDUCTED BY THE CITY OF NORTH CAROLINA, OFFICIAL ROAD DESIGN, TO DETERMINE THE PROJECT'S COMPLIANCE WITH THE CITY OF NORTH CAROLINA.

RECORD PLAT  
 FOREST BLUFF  
 SECTION 1  
 AMEN COUNTY, SOUTH CAROLINA  
 SCALE: 1" = 40'  
 APR 10, 2023

H & C  
 Surveying, Inc.  
 2023-C Conditions, Court # 2, Box 31283  
 Asheville, NC 28807 Phone: (704) 682-1863  
 SHEET 1 OF 3

THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD PLAT AS SUBMITTED TO THE STATE ARCHIVES AND THE STATE ENGINEER'S OFFICE.

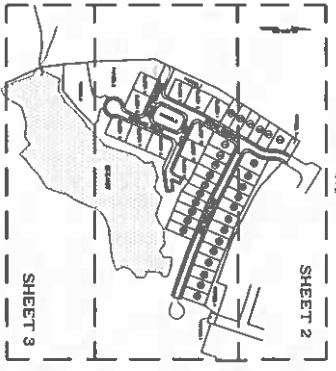


EASEMENT DATA

NEW RESIDENTIAL UTILITY EASEMENTS REFERENCED TO THE CITY OF NORTH CAROLINA

EASEMENT No. 1 120' W. OF 300' AC. SECTION 01-01-02	EASEMENT No. 2 120' W. OF 300' AC. SECTION 01-01-02	EASEMENT No. 3 120' W. OF 300' AC. SECTION 01-01-02	EASEMENT No. 4 120' W. OF 300' AC. SECTION 01-01-02
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INDEX SHEET



**GENERAL NOTES:**

1. ALL UTILITIES SHOWN ARE BASED ON THE CITY OF NORTH CAROLINA RECORD PLATS AND FIELD SURVEYS.
2. THE PROJECTOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROJECT AREA AND HAS FOUND NO OBSTRUCTIONS TO THE PROPOSED EASEMENTS.
3. THE PROJECTOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROJECT AREA AND HAS FOUND NO OBSTRUCTIONS TO THE PROPOSED EASEMENTS.
4. THE PROJECTOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROJECT AREA AND HAS FOUND NO OBSTRUCTIONS TO THE PROPOSED EASEMENTS.
5. THE PROJECTOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROJECT AREA AND HAS FOUND NO OBSTRUCTIONS TO THE PROPOSED EASEMENTS.



SECTIONAL STREET TYPICAL ROAD SECTION  
 PREPARED BY THE DESIGN ENGINEER  
 1200 NEW JERSEY ROAD SALEM, NORTH CAROLINA 28782



**LEGEND**

- 1. EASEMENT
- 2. EASEMENT
- 3. EASEMENT
- 4. EASEMENT
- 5. EASEMENT
- 6. EASEMENT
- 7. EASEMENT
- 8. EASEMENT
- 9. EASEMENT
- 10. EASEMENT

PROJECT DATA

PROJECT NO. [Number]  
 PROJECT NAME: [Name]  
 PROJECT LOCATION: [Address]  
 PROJECT DATE: [Date]  
 PROJECT ENGINEER: [Name]  
 PROJECT CHECKER: [Name]

**PROJECT ENGINEER'S CERTIFICATE**

I, the undersigned, a duly Licensed Professional Engineer in the State of North Carolina, do hereby certify that I am the author of the above described project and that the same conform to the provisions of the North Carolina Code of Laws, Chapter 89, and the rules and regulations of the Board of Engineers and Architects of the State of North Carolina.

Signature: [Signature]  
 Date: 07/12/23

**PROJECT CHECKER'S CERTIFICATE**

I, the undersigned, a duly Licensed Professional Engineer in the State of North Carolina, do hereby certify that I have reviewed the above described project and that the same conform to the provisions of the North Carolina Code of Laws, Chapter 89, and the rules and regulations of the Board of Engineers and Architects of the State of North Carolina.

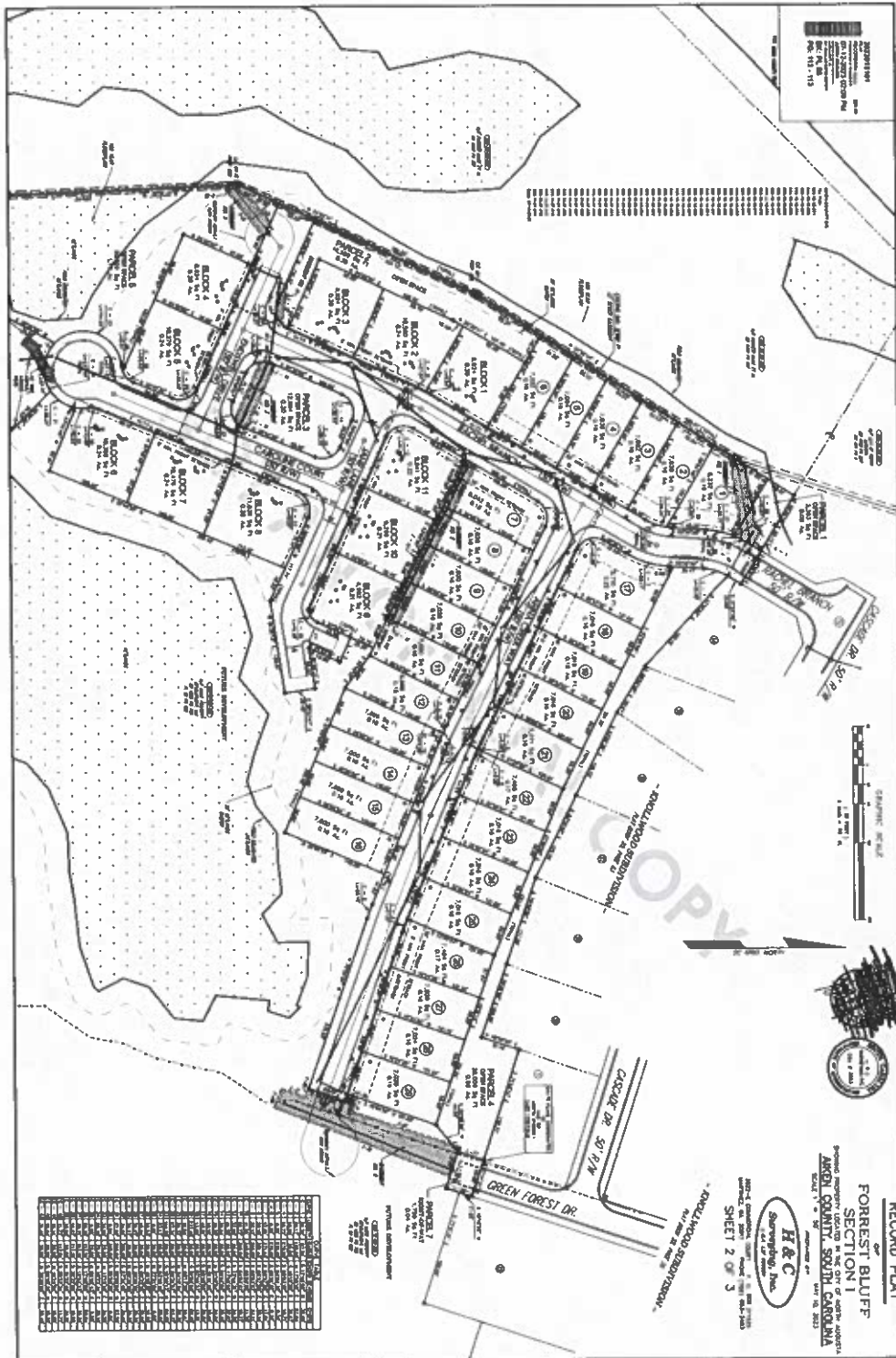
Signature: [Signature]  
 Date: 07/12/23

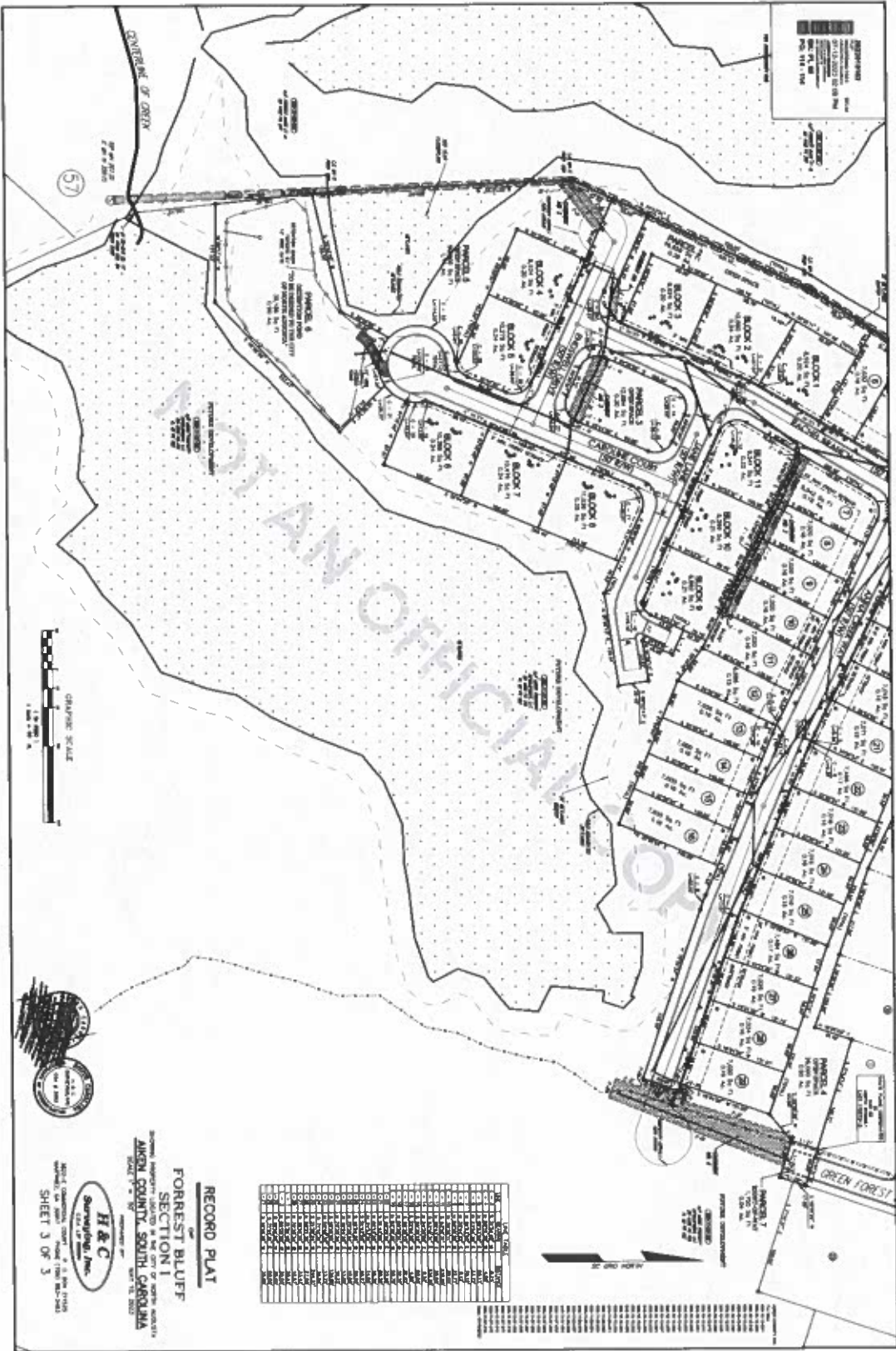


**PROJECT CONTRACTOR'S CERTIFICATE**

I, the undersigned, do hereby certify that I am the contractor for the above described project and that the same conform to the provisions of the North Carolina Code of Laws, Chapter 89, and the rules and regulations of the Board of Engineers and Architects of the State of North Carolina.

Signature: [Signature]  
 Date: 07/12/23





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**RECORD PLAT**  
**FOREST BLUFF**  
**SECTION I**  
 A DEVELOPMENT SITUATED IN THE CITY OF NORTH ANDALUSIA  
 ANOKA COUNTY, SOUTH CAROLINA  
 SHEET 3 OF 3

**H&C**  
 Surveying, Inc.  
 1001 S. 10th Street  
 Anoka, MN 55306  
 (763) 427-1111

