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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED
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SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Alison R. Lee, Circuit Court Judge

Case No 05-CP-40-0749

Dutch Fork Development Group II, LLC and
Dutch Fork Realty, LLC,

Respondents,

v

SEL Properties, LLC and Stephen E. Lipscomb,
Defendants, of whom Stephen E. Lipscomb is the,

Appellant

RECORD ON APPEAL
Vol V of VIII
(Pages 1969 - 2460)

A Camden Lewis
Keith M Babcock
Brady R Thomas
LEWIS & BABCOCK, L L P
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NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 3
Date December 31 2001
Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

Attn W P Melton

We request a change order for changes to the on site sanitary sewer lines A11 A11-2 and A11-7 embedding 18 DIP off site sanitary sewer in concrete and installing additional water line bends at the creek crossing according to the revised plans Also the manhole drop for MH #A11-2-1 was not shown on the project bid sheet

On-Site Sewer

1	8 PVC 0-6	-60 LF @	12 00 =	-720 00
2	8 PVC 6-8	70 LF @	13 00 =	910 00
3	8 PVC 8-10	-65 LF @	15 00 =	-975 00
4	8 PVC 10-12	72 LF @	17 00 =	1 224 00
5	Manhole 0-6	-1 EA @	1000 00 =	-1 000 00
6	Manhole 6-8	-1 EA @	1100 00 =	1 100 00
7	Manhole 8-10	-2 EA @	1300 00 =	2 600 00
8	Manhole 10-12	2 EA @	1600 00 =	3 200 00
9	8 Manhole drop	7 VF @	150 00 =	1 050 00

Off-Site Sewer

10	Embed 18 DIP off site sewer in concrete	5 CY @	85 00 =	425 00

Water

11	12 45 Degree MJ water line bend	2 EA @	340 00 =	680 00

Total Change Order				<u>\$1 094 00</u>

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	35011 0

Net change by previous change orders	45563 00

The contract sum prior to this change order	844574 10

The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	1094 00

The new contract sum including this change order	845668 10

Owner

S E L Properties LLC
P O Box 510
Winnsboro S C 29180

[Signature]
Signature

[Print Name]
Print Name and Title

[Date]
Date

Contractor

Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

[Signature]
Signature

[Print Name]
Print Name and Title

[Date]
Date

Engineer

Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

[Signature]
Signature

[Print Name]
Print Name and Title

[Date]
Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER REQUEST REVISED

To S E L Properties, LLC
c/o Realty Associates
P O Box 510
Windsboro S C 29180

Fax (803) 635 5515

Attn W P Melton

Date March 20 2002

Change Order Request # 3

Contract Date October 26, 2001

Contract For The Courtyards at Rolling
Creek - Phase 1

FOR Full depth asphalt (2" asphalt base 2" asphalt binder and 1 1/4" asphalt surface)
in lieu of 6" SABC and 1 1/2" asphalt surface

Full depth asphalt (5 1/4") in lieu of
6" SABC and 1 1/2" asphalt

12002 SY @ 3 70 = \$44 407 40

Total Change Order Request

\$44 407 40

This work will require an additional 0 calendar days to achieve substantial completion



Owner
S E L Properties, LLC
P O Box 510
Windsboro, S.C 29180

Signature

Print Name and Title

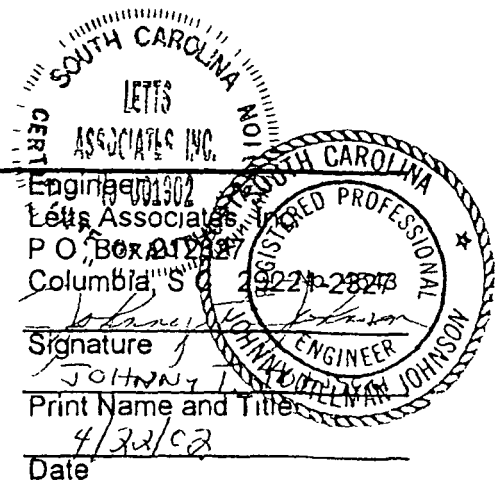
Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature
DARLENE V IVEY, Controller

Print Name and Title
3/20/02

Date

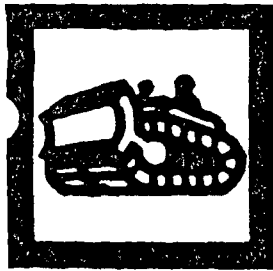


Engineer
Letts Associates Inc.
P O Box 21287
Columbia, S C 29221-2827

Signature
JOHNNY T. JOHNSON

Print Name and Title
4/22/02

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

March 21 2002

W P Melton
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Re The Courtyards at Rolling Creek – Phase 1

Dear Mr Melton

We revised change order request number three yesterday for the new specifications on full depth asphalt however we failed to address the fact that the asphalt surface course may not be placed until some time in the future The cost of the 1½ asphalt surface course is \$2 80 per square yard and will be good through August 1 2002 After this date the price will be subject to change

Please acknowledge this letter by signing and faxing it back to us

Feel free to call if you have questions

Sincerely

NEWMAN CONSTRUCTION INC

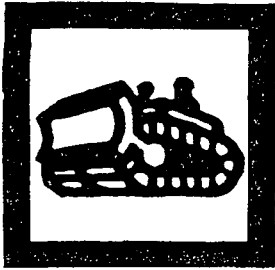
Darlene V Ivey
Comptroller

Signature

Printed Name

Fax Back To (803) 775 1040

cc Rick Maxheimer
Steve Lipscomb



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER REQUEST

To S E L Properties LLC
c/o Realty Associates
P O Box 510
Winnsboro S C 29180

Fax (803) 635-5515

Attn W P Melton

Date January 30 2002

Change Order Request # 4

Contract Date October 26 2001

Contract For The Courtyards at Rolling
Creek - Phase 1

FOR Installation of 12 water service taps along the proposed Dutch Fork Creek Trail and a 12 x 6 tee 6 gate valve two joints of 6 pipe and a 6 plug to stub out the water line for the proposed Dutch Fork Branch Court in Rolling Creek Phase 4

1	3/4 water service on 12" DIP	12 EA @	200 00 =	\$2 400 00
2	Survey for placement of water services	1 LS @	885 00 =	885 00
3	12" x 6' tee	1 EA @	480 00 =	480 00
4	6" Gate valve	1 EA @	520 00 =	520 00
5	6 Plug	1 EA @	75 00 =	75 00
6	6" PVC	40 LF @	8 50 =	340 00

Total Change Order Request

\$4 700 00

This work will require an additional 3 calendar days to achieve substantial completion

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V IVEY
Print Name and Title

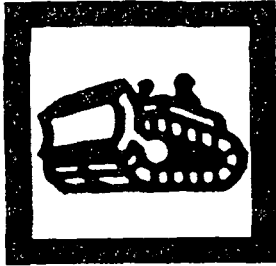
1/30/02
Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Attn W P Melton

Change Order No 4
Date January 31 2002

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for blasting rock for the sewer and water lines as shown on the attached rock excavation sheet

1	Blasted rock	195 47 CY @	50 00 =	<u>9 773 50</u>
Total Change Order				<u><u>\$9 773 50</u></u>

This work will require an additional 3 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	46657 00
The contract sum prior to this change order	845668 10
The contract sum will be (increased)(~~decreased~~)(unchanged) by this change order in the amount of	9773 50
The new contract sum including this change order	855441 60

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V IVEY, Comptroller
Print Name and Title

1/31/02
Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Walter T Johnson
Print Name and Title

Date

0001973

Pinnacle Drilling & Blasting, Inc



514 Houd r u
Green Hill (2401)
Ph 1 (801) 204-1141
Fax (801) 204-1141

1/16/02

EXCAVATION BLIT

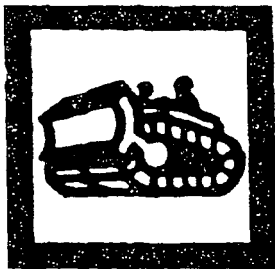
114 1 1 1

114 1 1 1

	STATION	DEPTH	W DTH	DEPTH	TOTAL
	Sewer				
12/20/01	MH A-11	7'0"		3'5"	131.62
12/19/01	26+08 TO 26+38.5	30'5"	3.0' 3.3'	3.0'	274.50 213.20
12/19/01	Sewerline	210'0"	3.0' 1.15'	3'0"	1870.00 1102.50
	Between MHA-11 & MHA-11-1				
12/21/01	Water Line 12' DTP	200'0"	3.0' 2.00'	4'0"	2400.00 1664.00
1/9/02	Water Line 12' DTP	90'0"	3.0' 2.00'	2'5"	475.00 468.00
1/15/02	Water Line - 8" PVC CREEK CROSSING	200'0"	3.0' 1.15'	3'0"	1800.00 1050.00
1/16/02	Water Line 12' DTP	165'0"	3.0' 2.00'	3'0"	1125.00 780.00
	Off site approx 700 from the 1st				8,299.12
1/1/02	NEAR FIRE HYDRANT				5277.70

TOTAL CUBIC YARDS THIS SHEET 195.47 CY

1-30-02



NEWMAN CONSTRUCTION, INC

00 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 7385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Attn W P Melton

Change Order No 4
Date January 31 2002

Contract Date October 26 2001
Contract For The Courtyards at
— — Rolling Creek - Phase 1

We request a change order for blasting rock for the sewer and water lines as shown on the attached rock excavation sheet

1	Blasted rock	195 47 CY @	50 00 =	<u>9 773 50</u>
Total Change Order				<u><u>\$9 773 50</u></u>

This work will require an additional 3 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	46657 00
The contract sum prior to this change order	845668 10
The contract sum will be (increased)(~~decreased~~)(unchanged) by this change order in the amount of	9773 50
The new contract sum including this change order	855441 60

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Darlene V. Trev
Signature

DARLENE V. TREV, Controller
Print Name and Title

1/31/02
Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date

Pinnacle Drilling & Blasting Inc



1/1/02
 1/1/02
 1/1/02

1/1/02

Sewer					
12/20/01	MP A-	7.0	3.5	13.5	✓
12/19/01	26+08 TO 26+38.5	30.5'	3.0	27.5	213.20
12/19/01	Sewerline	20.0'	3.0	17.0	1102.50
Between MP 11 & 12					
12/21/01	Water Line 12 DIP, off site	200.0'	4.00	240.00	1664.00
1/1/02	Water Line 12 DIP, off site	90.0'	2.5	175.00	468.00
1/15/02	Water Line 8" VC, 12 DIP	200.0'	1.15	180.00	1050.00
1/16/02	Water Line 12 DIP	125.0'	2.00	1125.00	780.00
GTS + APPROX 700' from 4c				9.27	
NEAR FIRE HYDRANT					5277.70

1/1/02
 1/1/02
 1/1/02

195.4704



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 5
Date January 31 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for the use of coal tar epoxy to coat the interior of the off site sanitary sewer manholes to embed 8' DIP on site sewer in concrete at creek crossing between manholes A11 and A11 1 according to the revised plans and for the manhole drops for manhole A11-1 and A11-2-3 which were not shown on the project bid sheet

1	Interior coating of manholes-coal tar epoxy	84 00	VF @	-100 00 =	-\$8 400 00
2	Embed 8' DIP on site sewer in concrete	3	CY @	85 =	255 00
3	8" Manhole drop	12 00	VF @	150 00 =	1 800 00

Total Change Order -\$6 345 00

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	56430 50
The contract sum prior to this change order	855441 60
The contract sum will be (~~increased~~)(decreased)(unchanged) by this change order in the amount of	-6345 00
The new contract sum including this change order	849096 60

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates Inc
P O Box 2327
Columbia SC 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

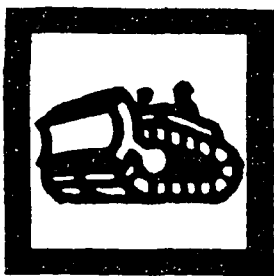
Date

Date

Darlene V Ivey
DARLENE V IVEY, Comptroller

1/31/02

John T Johnson
No 4543
JOHN T JOHNSON
ENGINEER
FILLMAN JOHNSON



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER REQUEST

To S E L Properties LLC
c/o Realty Associates
P O Box 510
Winnsboro, S C 29180

Fax (803) 635-5515

Attn W P Melton

Date January 30 2002

Change Order Request # 5

Contract Date October 26 2001

Contract For The Courtyards at Rolling
Creek - Phase 1

FOR Backfilling water and sewer main and service trenches which are located under roads with sand clay and testing for compaction at a cost of \$35 00 per CY in lieu of backfilling with flowable fill at the bid price of \$65 00 per CY We estimate the following quantities based on trench widths of 12' for service crossings and 12' plus the pipe width for main trenches

1	Sewer main road crossings	165 25 CY @	35 00 =	\$5,783 75
2	Water main road crossings	22 17 CY @	35 00 =	775 95
3	Sewer service road crossings	155 93 CY @	35 00 =	5 457 55
4	Water service road crossings	81 20 CY @	35 00 =	2,842 00

Total Change Order Request

424 55 CY

\$14 859 25

Note The actual required trench widths and amount of backfill material is much greater than the job specifications allow

This work will require an additional 0 calendar days to achieve substantial completion

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V IVEY Controller

Print Name and Title

1/30/02

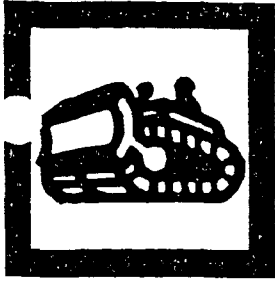
Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER REQUEST

To S E L Properties, LLC
c/o Realty Associates
P O Box 510
Winnsboro S C 29180

Fax (803) 635-5515

Attn W P Melton

Date January 30, 2002

Change Order Request # 5

Contract Date October 26 2001

Contract For The Courtyards at Rolling
Creek - Phase 1

FOR Backfilling water and sewer main and service trenches which are located under roads with sand clay and testing for compaction at a cost of \$35 00 per CY in lieu of backfilling with flowable fill at the bid price of \$65 00 per CY We estimate the following quantities based on trench widths of 12' for service crossings and 12" plus the pipe width for main trenches

1	Sewer main road crossings	165 25 CY @	35 00 =	\$5,783 75
2	Water main road crossings	22 17 CY @	35 00 =	775 95
3	Sewer service road crossings	155 93 CY @	35 00 =	5 457 55
4	Water service road crossings	81 20 CY @	35 00 =	2 842 00

Total Change Order Request	<u>424 55 CY</u>	<u>\$14 859 25</u>

Note The actual required trench widths and amount of backfill material is much greater than the job specifications allow

This work will require an additional 0 calendar days to achieve substantial completion

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Darlene V. Ivey

Signature

DARLENE V. IVEY, Controller

Print Name and Title

1/30/02

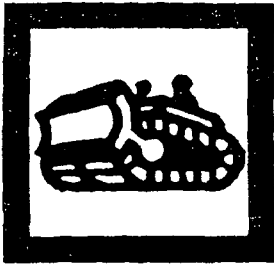
Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 6
Date January 31 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for 200 LF of 54' RCP storm drain pipe that was omitted from the bid sheet

1	54' RCP	200 LF @	85 00 =	<u>17 000 00</u>
Total Change Order				<u><u>\$17 000 00</u></u>

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	50085 50
The contract sum prior to this change order	849096 60
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	17000 00
The new contract sum including this change order	866096 60

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

Darlene V Ivey
DARLENE V IVEY, Comptroller

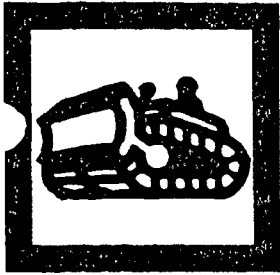
1/31/02
Date

Engineer
Letts Associates, Inc
P O Box 143
Columbia S C 29224-0143

Signature

John W Johnson
John W Johnson
No 4543

2/1/02
Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER REQUEST

REVISED

To S E L Properties, LLC
c/o Realty Associates
P O Box 510
Winnsboro S C 29180

Fax (803) 635-5515

Attn W P Melton

Date ~~February 19 2002~~ 2/22/02

Change Order Request # 6

Contract Date October 26 2001

Contract For The Courtyards at Rolling
Creek - Phase 1

FOR Construction of a berm and grading along the northwest side of the entrance road according to the berm plan dated 2/12/02 by Letts Associates, Inc , including clearing silt fence, grading and seeding

(Total Change Order Request \$12 575 00

* WORK will be billed cost + 12% overhead + 5% profit with the MAXIMUM cost *
At \$12,575 00 AS discussed YESTERDAY with MR MELTON

Notes

- 1 All improvements are to be made with on site material which may include rock
- 2 Topsoil is excluded due to the limited amount on site which is contaminated with rock
- 3 Due to adjusted street grades the finish elevations of the berm may vary from plan grade but should be approximately the same height above the street provided there is sufficient excess material on site

This work will require an additional 15 calendar days to achieve substantial completion

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

John Elkins
Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Darlene V Ivey
Signature

DARLENE V IVEY, Comptroller
Print Name and Title

2/22/02

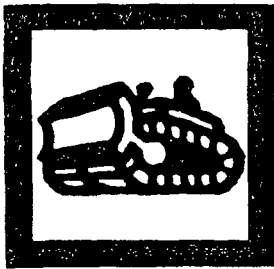
Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER REQUEST

REVISED

To S E L Properties LLC
c/o Realty Associates
P O Box 510
Winnsboro S C 29180

Fax (803) 635-5515

Attn W P Melton

Date ~~February 19 2002~~ 2/22/02

Change Order Request # 6

Contract Date October 26 2001

Contract For The Courtyards at Rolling
Creek - Phase 1

FOR Construction of a berm and grading along the northwest side of the entrance road according to the berm plan dated 2/12/02 by Letts Associates Inc including clearing silt fence grading and seeding

Total Change Order Request \$12,575 00

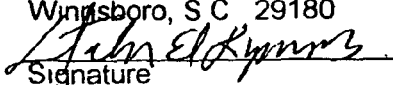
* WORK will be billed cost + 12% overhead + 5% profit with the MAXIMUM cost *
At \$12,575 00 AS discussed YESTERDAY with MR Melton

Notes

- 1 All improvements are to be made with on site material which may include rock
- 2 Topsoil is excluded due to the limited amount on site which is contaminated with rock
- 3 Due to adjusted street grades the finish elevations of the berm may vary from plan grade but should be approximately the same height above the street provided there is sufficient excess material on site

This work will require an additional 15 calendar days to achieve substantial completion

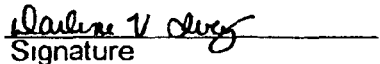
Owner
S E L Properties LLC
P O Box 510
Winnsboro, S C 29180


Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014


Signature

DARLENE V IVEY *Comptroller*
Print Name and Title

2/22/02
Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER REQUEST

To S E L Properties LLC
c/o Realty Associates
P O Box 510
Winnsboro S C 29180

Fax (803) 635-5515

Attn W P Melton

Date April 18, 2002

Change Order Request # 7

Contract Date October 26 2001

Contract For The Courtyards at Rolling
Creek - Phase 1

FOR Installation of conduit in excess of bid quantity and addition of irrigation conduit by owner
Our estimates based on information provided by the engineer and owner are as follows and as
shown on the attached drawing

SCE&G	135 LF
Time Warner	140 LF
BellSouth	105 LF
Irrigation	335 LF
Total Conduit	<u>715 LF</u>
Bid Quantity	<u>-350 LF</u>
Additional Conduit	<u><u>365 LF</u></u>

1 Additional conduit 365 LF @ 5 00 = 1 825 00

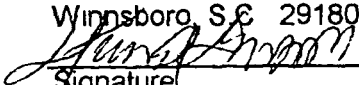
Total Change Order Request

\$1 825 00

Note According to the engineer Mid Carolina Electric has already installed their conduit
All conduit will require either flowable fill @ \$65 00 per CY or sand clay @ \$35 00 per CY
for backfill If rock is encountered, the unit prices bid for rock removal will apply

This work will require an additional 5 calendar days to achieve substantial completion

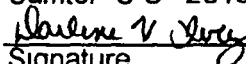
Owner
S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

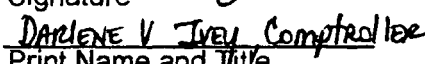

Signature

Print Name and Title

Date

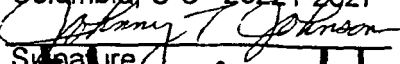
Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014


Signature


Print Name and Title

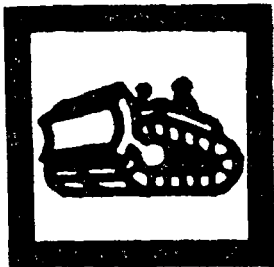
4/18/02
Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327


Signature


Print Name and Title

4-02
Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER REQUEST

To S E L Properties, LLC
c/o Realty Associates
P O Box 510
Winnsboro S C 29180

Date April 18, 2002

Change Order Request # 7

Fax (803) 635-5515

Contract Date October 26 2001

Attn W P Melton

Contract For The Courtyards at Rolling
Creek - Phase 1

FOR Installation of conduit in excess of bid quantity and addition of irrigation conduit by owner
Our estimates based on information provided by the engineer and owner are as follows and as
shown on the attached drawing

SCE&G	135 LF
Time Warner	140 LF
BellSouth	105 LF
Irrigation	335 LF
Total Conduit	<u>715 LF</u>
Bid Quantity	<u>-350 LF</u>
Additional Conduit	<u><u>365 LF</u></u>

1 Additional conduit 365 LF @ 5 00 = 1 825 00

Total Change Order Request \$1 825 00

Note According to the engineer, Mid Carolina Electric has already installed their conduit
All conduit will require either flowable fill @ \$65 00 per CY or sand clay @ \$35 00 per CY
for backfill If rock is encountered, the unit prices bid for rock removal will apply

This work will require an additional 5 calendar days to achieve substantial completion

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates, Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature

Signature

Print Name and Title

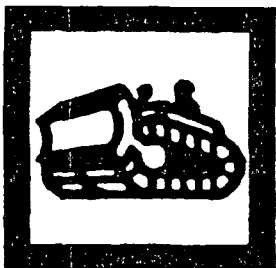
Print Name and Title

Print Name and Title

Date

Date

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 7
Date January 31 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for concrete encasement of 8" DIP water line at Boyd Branch crossing as instructed by the engineer

1	Concrete encasement of 8 DIP water line	3 CY @	85 00 =	255 00
Total Change Order				<u>\$255 00</u>

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	67085 50
The contract sum prior to this change order	866096 60
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	255 00
The new contract sum including this change order	866351 60

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Signature

Print Name and Title

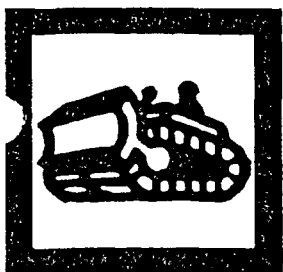
Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Attn W P Melton

Change Order No 8
Date January 31, 2002

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for ripping rock for the on site sewer and storm drain lines as shown on the attached ripped rock excavation sheets

1	Ripped rock	763 78 CY @	40 00 =	<u>30 551 20</u>
Total Change Order				<u><u>\$30 551 20</u></u>

This work will require an additional 5 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	67340 50
The contract sum prior to this change order	866351 60
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	30551 20
The new contract sum including this change order	896902 80

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V IVEY, Controller
Print Name and Title

1/31/02
Date

Engineer
Letts Associates, Inc
P O Box 24807
Columbia S C 29221-2327

Signature

Print Name and Title

Date

Newman Construction, Inc

Ripped Rock Excavation Sheet

DATE	STATION	LENGTH	WIDTH	DEPTH	TOTAL
1/30/02	ON SITE SANITARY SEWER				
	LINE A11 -				
	Sta 2+50 - 2+97 (8" DIP)	47'	1'75"	5'00"	411.25
	MH # A11-1	6' Ø		5'50"	155.43
	Sta 3+03 - 4+00 (8" PVC)	97'	1'70"	2'75"	453.48
	Sta 4+00 - 4+47 (8" PVC)	47'	1'70"	4'00"	319.60
	MH # A11-2	6' Ø		4'00"	113.04
	Sta 4+53 - 5+07 (8" PVC)	54'	1'70"	2'25"	206.55
	Sta 5+72 - 6+50 (8" PVC)	78'	1'70"	2'00"	265.20
					1924.55 CF
	LINE A11-2:				
	Sta 0+03 - 0+47 (8" PVC)	44'	1'70"	6'40"	478.72
	MH # A11-2-1	6' Ø		9'30"	262.82
	Sta 0+53 - 1+00	47'	1'70"	1'90"	151.81
	Sta 1+00 - 3+00	200'	1'70"	2'25"	765.00
	Sta 3+00 - 3+35	35'	1'70"	1'25"	74.38
	Sta 3+58 - 4+61	103'	1'70"	4'90"	857.99
	MH # A11-2-3	6' Ø		9'50"	268.47
	Sta 4+67 - 5+31	64'	1'70"	7'40"	805.12
	MH # A11-2-4	6' Ø		5'50"	155.43
	Sta 5+37 - 5+58	21'	1'70"	3'00"	107.10
	Sta 5+58 - 7+41	183'	1'70"	2'30"	715.53
	MH # A11-2-5	6' Ø		2'00"	56.52
					4698.89 CF

TOTAL CUBIC YARDS THIS SHEET 24531 CY

PAGE 1 of 3

CJR
2-11-02

Newman Construction, Inc

Ripped Rock Excavation Sheet

DATE	STATION	LENGTH	WIDTH	DEPTH	TOTAL
1/30/02	ON SITE SANITARY SEWER -				
	LINE A11-2-3				
	Sta 0+03 - 0+75 (8" PVC)	72'	1.70'	3.25'	397.80
	Sta 0+75 - 1+17	42'	1.70'	2.50'	178.50
	Sta 2+50 - 3+00	50	1.70'	1.00'	85.00
					661.30 CF
	SEWER SERVICES (6" PVC)				
	Lot # 29	9.5'	1.52'	1.50'	21.66
		25'	1.52'	2.50'	95.00
		12.5'	1.52'	4.75'	90.25
	Lot # 30	9.5'	1.52'	2.50'	36.10
		25'	1.52'	3.50'	133.00
		12.5'	1.52'	5.50'	104.50
	Lot # 31	9.5'	1.52'	3.50'	50.54
		25'	1.52'	3.00'	114.00
		12.5'	1.52'	5.50'	104.50
	Lot # 33	9.5'	1.52'	3.50'	50.54
		25'	1.52'	5.50'	209.00
		12.5'	1.52'	4.00'	76.00
	Lot # 35	43'	1.52'	4.50'	294.12
	Lot # 36	20'	1.52'	3.50'	106.40
	Lot # 38	35'	1.52'	1.50'	79.80
	Lot # 39	45'	1.52'	1.50'	102.60
					1668.01 CF

TOTAL CUBIC YARDS THIS SHEET 86.27 CY

C5P3
2201



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 8
Date January 31 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for ripping rock for the on site sewer and storm drain lines as shown on the attached ripped rock excavation sheets

1	Ripped rock	763 78 CY @	40 00 =	<u>30 551 20</u>
Total Change Order				<u>\$30 551 20</u>

This work will require an additional 5 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	67340 50
The contract sum prior to this change order	866351 60
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	30551 20
The new contract sum including this change order	896902 80

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V IVEY, Controller
Print Name and Title

1/31/02
Date

Engineer
Letts Associates
P O Box 207
Columbia S C 29221-2327

Signature

Print Name and Title

Date

Newman Construction, Inc

Ripped Rock Excavation Sheet

DATE	STATION	LENGTH	WIDTH	DEPTH	TOTAL
1/30/02	ON SITE SANITARY SEWER				
	LINE A11-1				
	STA 2+50 - 2+97 (8" DIP)	47'	1.75'	5.00'	411.25
	MH # A11-1	6' Ø		5.50'	155.43
	STA 3+03 - 4+00 (8" PVC)	97'	1.70'	2.75'	453.48
	STA 4+00 - 4+47 (8" PVC)	47'	1.70'	4.00'	319.60
	MH # A11-2	6' Ø		4.00'	113.04
	STA 4+53 - 5+07 (8" PVC)	54'	1.70'	2.25'	206.55
	STA 5+72 - 6+50 (8" PVC)	78'	1.70'	2.00'	265.20
					1924.55 CF
	LINE A11-2				
	STA 0+03 - 0+47 (8" PVC)	44'	1.70'	6.40'	478.72
	MH # A11-2-1	6' Ø		9.30'	262.82
	STA 0+53 - 1+00	47'	1.70'	1.90'	151.81
	STA 1+00 - 3+00	200'	1.70'	2.25'	765.00
	STA 3+00 - 3+35	35'	1.70'	1.25'	74.38
	STA 3+58 - 4+61	103'	1.70'	4.90'	857.99
	MH # A11-2-3	6' Ø		9.50'	268.47
	STA 4+67 - 5+31	64'	1.70'	7.40'	805.12
	MH # A11-2-4	6' Ø		5.50'	155.43
	STA 5+37 - 5+58	21'	1.70'	3.00'	107.10
	STA 5+58 - 7+41	183'	1.70'	2.30'	715.53
	MH # A11-2-5	6' Ø		2.00'	56.52
					4698.89 CF

TOTAL CUBIC YARDS THIS SHEET 24531 CY

Page 1 of 3 CTR
2-22-02

Ripped Rock Excavation Sheet

DATE	STATION	LENGTH	WIDTH	DEPTH	TOTAL
1/30/02	Storm DRAIN				
	LINE A				
	Sta 13+00 - 13+50 (54" RCP)	50'	6' 70"	3' 25"	1088.75
	Sta 13+50 - 14+94 (54" RCP)	144'	6' 70"	4' 90"	4727.52
	SD # A11	8' 00"		5' 70"	286.37
	Sta 15+02 - 15+70 (54" CMP)	68'	5' 65"	5' 00"	1921.00
	Sta 15+70 - 16+50 (54" CMP)	80'	5' 65"	2' 50"	1130.00
					9153.64 CF
	LINE A10-1				
	Sta 2+35 - 2+65 (48" RCP)	30'	5' 83"	2' 50"	437.25
	Sta 2+70 - 3+00 (48" RCP)	30'	5' 83"	2' 50"	437.25
					874.50 CF
	LINE C:				
	SD # C1	6' 00"		3' 50"	98.91
	Sta 0+03 - 0+32 (18" RCP)	29'	2' 92"	3' 00"	254.04
					352.95 CF
	LINE B:				
	SD # B1	6' 00"		5' 50"	155.43
	Sta 0+03 - 0+24 (18" RCP)	21'	2' 92"	3' 00"	183.96
	SD # B2	6' 00"		4' 00"	113.04
	Sta 0+30 - 1+38 (18" CMP)	108'	2' 58"	3' 00"	835.92
					1288.35 CF

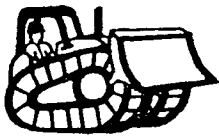
TOTAL CUBIC YARDS THIS SHEET 432 20 CY

GRAND TOTAL

763 78 CY

PAGE 3 of 3

1572



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER REQUEST

To S E L Properties LLC
c/o Realty Associates
P O Box 510
Winnsboro S C 29180

Fax (803) 635-5515

Attn W P Melton

Date June 18 2002

Change Order Request # 8

Contract Date October 26 2001

Contract For The Courtyards at Rolling
Creek - Phase 1

FOR Remove barrier curbing and asphalt within right-of-way along Hwy 176 as shown on the attached drawing and re-grade topsoil

Total Change Order Request

\$3 130 00

*Void
WORK DONE BY
SC DOT*

Note Disturbed areas to be seeded along with the road shoulders in the subdivision No sodding is included

This work will require an additional 7 calendar days to achieve substantial completion
It may be some time before we can get to this work due to prior commitments

Owner	Contractor	Engineer
S E L Properties LLC	Newman Construction Inc	Letts Associates Inc
P O Box 510	500 Myrtle Beach Hwy	P O Box 212327
Winnsboro S C 29180	Sumter S C 29153-5014	Columbia S C 29221-2327
Signature	<i>Darlene V Ivey</i> Signature	Signature
Print Name and Title	DARLENE V IVEY, Controller	Print Name and Title
Date	6/18/02 Date	Date

PHONE (803) 775-2385 • FAX (803) 775-1040

GRADING • PAVING • UTILITIES

0001994

*AI
ARE
RIGHT
HWY

N / F ROBERT L COKER

SPEED LIMIT 55 MPH

SPEED LIMIT 20 MPH
BOYD BRANCH CROSSING

PAINTED MEDIAN
12 FROM
EXISTING EOP

115 00

498 45
N 39 18 37 W

383 45

REMOVE BARRIER CURB
REMOVE ASPHALT

*ALL DISTURBED
AREAS WITHIN THE
RIGHT-OF-WAY OF US
HWY 176 SHALL BE
SODDED *

GRAPHIC SCALE



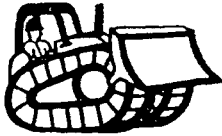
(IN FEET)
1 inch = 100 ft.

N / F
CL ELLISOR
02600-04-25
ZONED RU

GF



UNDOUBTED SIGHT DISTANCE



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER REQUEST

To S E L Properties LLC
c/o Realty Associates
P O Box 510
Winnsboro S C 29180

Fax (803) 635-5515

Attn W P Melton

Date June 18 2002

Change Order Request # 9

Contract Date October 26 2001

Contract For The Courtyards at Rolling
Creek - Phase 1

FOR Install 1 1/2 water stub for irrigation meter as requested by owner (see attached fax)
Meter and double check assembly to be furnished and installed by others

Total Change Order Request

\$755 00

This work will require an additional 2 calendar days to achieve substantial completion
It may be some time before we can get to this work due to prior commitments

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

W P Melton
Signature

W P Melton, Developer
Print Name and Title

7-11-02
Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Darlene V Ivey
Signature

DARLENE V IVEY, Comptroller
Print Name and Title

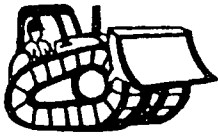
6/18/02
Date

Engineer
Letts Associates, Inc
P O Box 212327
Columbia SC 29221-2327

Johnny C Johnson SR
Signature

Johnny C Johnson SR
Print Name and Title

7-11-02
Date



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER REQUEST

To S E L Properties LLC
c/o Realty Associates
P O Box 510
Winnsboro S C 29180

Fax (803) 635-5515

Attn W P Melton

Date June 18 2002

Change Order Request # 9

Contract Date October 26 2001

Contract For The Courtyards at Rolling
Creek - Phase 1

FOR Install 1 1/2 water stub for irrigation meter as requested by owner (see attached fax)
Meter and double check assembly to be furnished and installed by others

Total Change Order Request

\$755 00

This work will require an additional 2 calendar days to achieve substantial completion
It may be some time before we can get to this work due to prior commitments

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

W P Melton
Signature

W P Melton Developer
Print Name and Title

7-11-02
Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Darlene V Ivey
Signature

DARLENE V IVEY, Comptroller
Print Name and Title

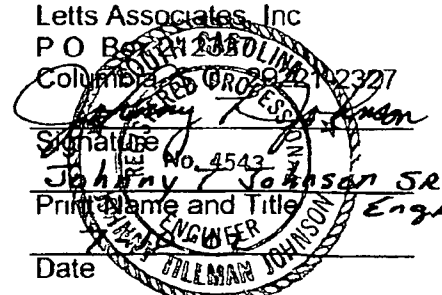
6/18/02
Date

Engineer
Letts Associates, Inc
P O Box 2380
Columbia S C 29202

Johnny L Johnson SR
Signature

Johnny L Johnson SR
Print Name and Title

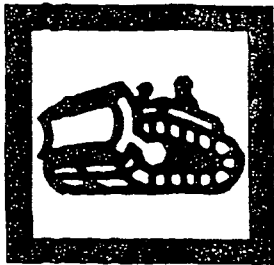
7-11-02
Date



PHONE (803) 775 2385 • FAX (803) 775-1040

GRADING • PAVING • UTILITIES

0001997



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 9
Date February 28 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek Phase 1

We request a change order for two manholes that were not shown on the project bid sheet

1	Manhole 8-10	2 EA @	1300 00 =	<u>2 600 00</u>
Total Change Order				<u><u>\$2 600 00</u></u>

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	97891 70
The contract sum prior to this change order	896902 80
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	2600 00
The new contract sum including this change order	899502 80

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2027

Signature

Signature

Signature

Print Name and Title

DARLENE V IVEY, Comptroller
Print Name and Title

Print Name and Title

Date

2/28/02
Date

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Attn W P Melton

Change Order No 9
Date February 28 2002

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for two manholes that were not shown on the project bid sheet.

1	Manhole 8-10	2 EA @	1300 00 =	<u>2 600 00</u>
Total Change Order				<u><u>\$2 600 00</u></u>

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The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	2600 00
The new contract sum including this change order	899502 80

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V IVEY, Comptroller

Print Name and Title

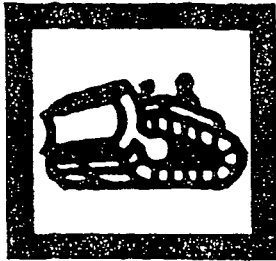
Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 10
Date February 28 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek Phase 1

We request a change order for backfilling water and sewer main and service trenches which are located under roads with sand clay and testing for compaction at a cost of \$35 00 per CY in lieu of backfilling with flowable fill at the b/d price of \$65 00 per CY We estimate the following quantities based on trench widths of 12' for service crossings and 12' plus the pipe width for main trenches

1	Sewer main road crossings	165 25 CY @	35 00 =	\$5 783 75
2	Water main road crossings	22 17 CY @	35 00 =	775 95
3	Sewer service road crossings	155 93 CY @	35 00 =	5 457 55
4	Water service road crossings	81 20 CY @	35 00 =	2 842 00

Total Change Order

\$14 859 25

Note The actual required trench widths and amount of backfill material is much greater than the job specifications allow

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	100491 70
The contract sum prior to this change order	899502 80
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	14859 25
The new contract sum including this change order	914362 05

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date

0002000



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 10
Date February 28 2002

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for backfilling water and sewer main and service trenches which are located under roads with sand clay and testing for compaction at a cost of \$35 00 per CY in lieu of backfilling with flowable fill at the bid price of \$65 00 per CY We estimate the following quantities based on trench widths of 12" for service crossings and 12 plus the pipe width for main trenches

1	Sewer main road crossings	165 25 CY @	35 00 =	\$5,783 75
2	Water main road crossings	22 17 CY @	35 00 =	775 95
3	Sewer service road crossings	155 93 CY @	35 00 =	5 457 55
4	Water service road crossings	81 20 CY @	35 00 =	2 842 00

Total Change Order \$14 859 25

Note The actual required trench widths and amount of backfill material is much greater than the job specifications allow

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The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	14859 25
The new contract sum including this change order	914362 05

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature

Signature

Print Name and Title

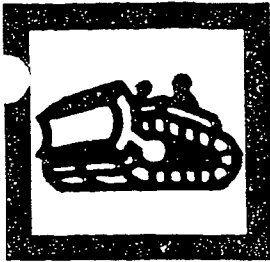
Print Name and Title

Print Name and Title

Date

Date

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY SUMTER SOUTH CAROLINA 29153 • (803) 775 7385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 11
Date February 28 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for construction of a berm and grading along the northwest side of the entrance road according to the berm plan dated 2/12/02 by Letts Associates Inc including clearing silt fence grading and seeding Work is to be billed cost plus 12% overhead plus 5% profit with the maximum cost at \$12 575 00

Total Change Order (Maximum Amount)

\$12 575 00

Notes

- 1 All improvements are to be made with on site material which may include rock
- 2 Topsoil is excluded due to the limited amount on site which is contaminated with rock
- 3 Due to adjusted street grades the finish elevations of the berm may vary from plan grade out should be approximately the same height above the street provided there is sufficient excess material on site

This work will require an additional 15 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	115350 95
The contract sum prior to this change order	914362 05
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	12575 00
The new contract sum including this change order	926937 05

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature

Signature

Print Name and Title

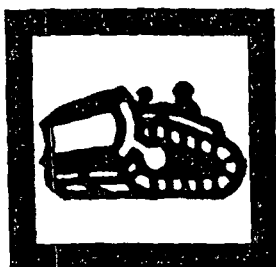
Print Name and Title

Print Name and Title

Date

Date

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 11
Date February 28 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for construction of a berm and grading along the northwest side of the entrance road according to the berm plan dated 2/12/02 by Letts Associates Inc including clearing silt fence, grading and seeding Work is to be billed cost plus 12% overhead plus 5% profit with the maximum cost at \$12 575 00

Total Change Order (Maximum Amount)

\$12 575 00

Notes

- 1 All improvements are to be made with on site material which may include rock
- 2 Topsoil is excluded due to the limited amount on site which is contaminated with rock
- 3 Due to adjusted street grades the finish elevations of the berm may vary from plan grade but should be approximately the same height above the street provided there is sufficient excess material on site

This work will require an additional 15 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	115350 95
The contract sum prior to this change order	914362 05
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	12575 00
The new contract sum including this change order	926937 05

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Signature

Signature

Print Name and Title

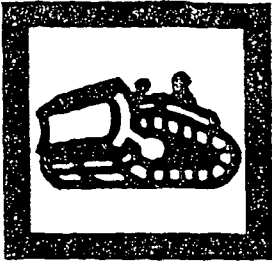
Print Name and Title

Print Name and Title

Date

Date

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Attn W P Melton

Change Order No 12
Date February 28 2002

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for ripping rock for the storm drain, water and on site sewer lines as shown on the attached ripped rock excavation sheets

1	Ripped rock	746 21 CY @	40 00 =	<u>29 848 40</u>
Total Change Order				<u><u>\$29 848 40</u></u>

This work will require an additional 5 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	127925 95
The contract sum prior to this change order	926937 05
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	29848 40
The new contract sum including this change order	956785 45

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

Print Name and Title

Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date

Newman Construction Inc

Ripped Rock Excavation Sheet

Storm Drain

DATE	STATION	LENGTH	WIDTH	DEPTH	TOTAL
1.25.02	Line H10-1				
	CB A10-3	70' ϕ		3.2	123.09
	1+72.5 $\rightarrow$ 1+85 (48 RCP)	12.5	5.83'	1.6	116.60
	1+53 $\rightarrow$ 1+65.5 (48 RCP)	12.5	5.93'	3.2	233.20
	DED A10-2	70' ϕ		3.7	142.32
	1+17 $\rightarrow$ 1+41.5 (48 RCP)	24.5	5.93'	2.8	481.56
	Line A				
	11+40 $\rightarrow$ 12+00 (24' RCP)	60	3.54	3.5	743.40
	9+75 $\rightarrow$ 11+40 (24' RCP)	165'	3.54	7.4	4322.34
	CB A8	60' ϕ		5.7	245.86
	8+76 $\rightarrow$ 9+69 (18 RCP)	93	2.92'	6.6	1792.30
	8+58 $\rightarrow$ 8+76 (18 RCP)	18	2.92'	3.3	173.45
	3+12 $\rightarrow$ 3+29 (18 RCP)	17	2.92'	5.2	258.13
	CB A4	6' ϕ		9.5'	268.47
	2+49 $\rightarrow$ 3+06 (18 RCP)	57	2.92'	6.8	1131.79
	1+99 $\rightarrow$ 2+49 (18 RCP)	50	2.92	3.3'	481.80
	1+64 $\rightarrow$ 1+99 (18 RCP)	35	2.92'	1.5	131.40
	CB A2-1	6' ϕ		2.9'	81.95
		27	2.92'	3.3	260.17
					10,987.83 CF

TOTAL CUBIC YARDS THIS SHEET 406.95C

Newman Construction, Inc

Ripped Rock Excavation Sheet

Sanitary Sewer - ON Site

DATE	STATION	LENGTH	WIDTH	DEPTH	TOTAL
225-02	ALL 5 PVC				
	Line All				
	8+54 → 8+68	14'	1.7	1.75	41.65
	8+68 → 10-02	134	1.7	3.4'	774.52
	Mid All-6	6' Ø		3.3	93.26
	10+08 → 10+29	21	1.7	1.65'	58.91
	10+50 → 10+86	36'	1.7	3.9'	238.68
	10+86 → 11+30	44	1.7	3.3	620.84
	11+30 → 11+84	54	1.7	8.4	771.12
	11+84 → 12+29	45	1.7	6.0	459.00
	12+29 → 12+40	11	1.7	2.5	46.75
	13+74 → 14+00	26	1.7	1.65	72.93
	14+00 → 14+50	50	1.7	2.7	229.50
	14+50 → 14+74	24	1.7	1.25	51.00
	20+24 → 20+50	26	1.7	1.15	50.83
	20+50 → 21+00	50	1.7	3.0'	255.00
	21+00 → 21+18	18	1.7	3.4	104.04
	Mid All-11	6' Ø		2.7	76.30
	21+24 → 21+50	26'	1.7	1.35	59.67
	ALL 6 PVC				
	SAMPLES				
	Let # 6	47'	1.52'	2.5	178.60
	11	77	1.52'	3.0	214.32
	10	15	1.52'	2.5	57.00
					4453.92 CF

TOTAL CUBIC YARDS THIS SHEET 16496 CY

Ripped Rock Excavation Sheet

DATE	STATION	LENGTH	WIDTH	DEP	TOTAL
2-28-02	FROM 12' X 12' CROSS ON FUTURE HOLLOW CREEK DR TOWARD BOYD				
	BRANCH CROSSING (12" DIP)	144'	21'	55'	1663.20
	" (12" DIP)	26'	21'	65'	354.90
	Stubout from 12 x 12' CROSS (4' PVC)	60'	14'	55'	462.00
	" " " (8' PVC)	60'	175'	35'	367.50
	FROM 12 X 8 TEE TOWARD SUB (8' PVC)	30'	175'	3'	157.50
	Stubout from 12 X 8 TEE (12" DIP)	40'	21'	4'	336.00
	BOYD BRANCH CROSSING				
	7+80 → 9+00 (8' PVC)	120	175'	25'	525.00
	SUMMER BRANCH LANE				
	0+25 → 2+00 (4' PVC)	175'	14'	2'	490.00
	2+50 → 3+50 (4' PVC)	100'	14'	25'	350.00
					4706.10 CF

0002007



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 12
Date February 28, 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for ripping rock for the storm drain water and on site sewer lines as shown on the attached ripped rock excavation sheets

1	Ripped rock	746 21 CY @	40 00 =	<u>29 848 40</u>
Total Change Order				<u>\$29,848 40</u>

This work will require an additional 5 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	127925 95
The contract sum prior to this change order	926937 05
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	29848 40
The new contract sum including this change order	956785 45

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates, Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date

Newman Construction, Inc

Ripped Rock Excavation Sheet

Storm Drain

DATE	STATION	LENGTH	WIDTH	DEPTH	TOTAL
1.25.02	Line A10-1				
	CB A10-3	70' ϕ		3.2	123.09
	1+725 $\rightarrow$ 1+85 (48" RCP)	12.5	5.83'	1.6	116.60
	1+53 $\rightarrow$ 1+65.5 (48" RCP)	12.5	5.83'	3.2	223.20
	PED A10-2	70' ϕ		3.7	142.32
	1+17 $\rightarrow$ 1+46.5 (48" RCP)	29.5	5.83'	2.8	481.56
	Line A				
	11+40 $\rightarrow$ 12+00 (24" RCP)	60	3.54	3.5	743.40
	9+75 $\rightarrow$ 11+40 (24" RCP)	165'	3.54	7.4	4322.34
	CBA8	60' ϕ		8.7	245.86
	8+76 $\rightarrow$ 9+69 (18" RCP)	93	2.92'	6.6	1792.30
	8+58 $\rightarrow$ 8+76 (18" RCP)	18	2.92'	3.3'	173.45
	3+12 $\rightarrow$ 3+29 (18" RCP)	17'	2.92'	5.2	258.13
	CBA4	6' ϕ		9.5'	268.47
	2+49 $\rightarrow$ 3+06 (18" RCP)	57'	2.92'	6.8'	1131.79
	1+99 $\rightarrow$ 2+49 (18" RCP)	50'	2.92	3.3'	481.80
	1+69 $\rightarrow$ 1+99 (18" RCP)	30	2.92'	1.5'	131.40
	CBA8-1	6' ϕ		2.9'	81.95
		27	2.92'	3.3	260.17
					10,987.83 CF

TOTAL CUBIC YARDS THIS SHEET 406.95 CY

Newman Construction, Inc

Ripped Rock Excavation Sheet

Sanitary Sewer - ON Site

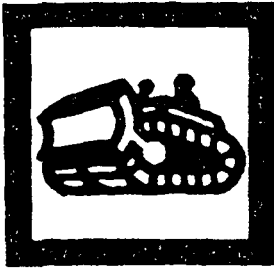
DATE	STATION	LENGTH	WIDTH	DEPTH	TOTAL
2-25-02	All 8" PVC				
	Line A11				
	8+54 → 8+68	14'	1.7	1.75	41.65
	8+68 → 10+02	134'	1.7	3.4'	774.52
	MH A11-6	6' Ø		3.3'	93.26
	10+08 → 10+29	21	1.7	1.65'	58.91
	10+50 → 10+86	36'	1.7	3.9'	238.68
	10+86 → 11+30	44	1.7	8.3	620.84
	11+30 → 11+84	54	1.7	8.4	771.12
	11+84 → 12+29	45	1.7	6.0	459.00
	12+29 → 12+40	11	1.7	2.5	46.75
	13+74 → 14+00	26	1.7	1.65	72.93
	14+00 → 14+50	50'	1.7	2.7	229.50
	14+50 → 14+74	24	1.7	1.25'	51.00
	20+24 → 20+50	26'	1.7	1.15	50.83
	20+50 → 21+00	50'	1.7'	3.0'	255.00
	21+00 → 21+18	18'	1.7	3.4	104.04
	MH A11-11	6' Ø		2.7	76.30
	21+24 → 21+50	26'	1.7	1.35	59.67
	All 6" PVC				
	Services				
	Let # 10	47'	1.52'	2.5'	178.60
	11	47	1.52'	3.0	214.32
	19	15'	1.52'	2.5	57.00
					4453.92 CF

TOTAL CUBIC YARDS THIS SHEET 16496 CY

Ripped Rock Excavation Sheet

DATE	STATION	LENGTH	WIDTH	DEPTH	TOTAL
2-28-02	FROM 12" X 12 CROSS ON FUTURE HOLLOW CREEK DR TOWARD BOYD				
	BRANCH CROSSING (12" DIP)	144'	21'	55'	1663.20
	" " (12" DIP)	26'	21'	65'	354.90
	Stubout from 12" X 12' CROSS (4" PVC)	60'	14'	55'	462.00
	" " " " (8" PVC)	60'	175'	35'	367.50
	FROM 12' X 8" TEE TOWARD SUB (8" PVC)	30'	175'	3'	157.50
	Stubout from 12 X 8 TEE (12' DIP)	40'	21'	4'	336.00
	BOYD BRANCH CROSSING.				
	7+80 → 9+00 (8" PVC)	120	175'	25'	525.00
	SUMMER BRANCH LANE				
	0+25 → 2+00 (4' PVC)	175'	14'	2'	490.00
	2+50 → 3+50 (4 PVC)	100'	14'	25'	350.00
					4706.10 CF

0002011



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 13
Date March 31 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for ripping rock for water lines as shown on the attached ripped rock excavation sheets for backfilling water service trenches with flowable fill in lieu of sand clay, for adding water services for long islands and for corrections in the quantities of water line fittings on the bid sheet

1	Ripped rock	237 02 CY @	40 00 =	9480 80
2	Sand clay in water service road crossings	-81 20 CY @	35 00 =	(2842 00)
3	Flowable fill in water service road crossings	20 00 CY @	65 00 =	1300 00
4	12 x 6 Tee	-2 EA @	480 00 =	(960 00)
5	12 x 12 Tee	-1 EA @	500 00 =	(500 00)
6	Fire hydrant	1 EA @	1920 00 =	1920 00
7	12' x 8" Reducer	-1 EA @	320 00 =	(320 00)
8	12" x 4" Reducer	-1 EA @	300 00 =	(300 00)
9	8 Gate valve	-1 EA @	740 00 =	(740 00)
10	4 Gate valve	-1 EA @	400 00 =	(400 00)
11	4 Plug	-1 EA @	50 00 =	(50 00)
12	12' Gate valve	2 EA @	1380 00 =	2760 00
13	12" x 6" Reducer	-1 EA @	320 00 =	(320 00)
14	12 x 8" Tee	1 EA @	490 00 =	490 00
15	12" Plug	1 EA @	150 00 =	150 00
16	12" Bend	13 EA @	340 00 =	4420 00
17	8' Bend	4 EA @	275 00 =	1100 00
18	4' Bend	3 EA @	140 00 =	420 00
19	3/4 Service to long islands	2 EA @	220 00 =	440 00

Total Change Order

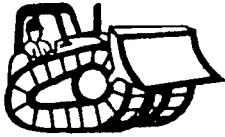
\$16,048 80

This work will require an additional 5 calendar days to achieve substantial completion

Ripped Rock Excavation Sheet

[illegible]

TOTAL CUBIC YARDS THIS SHEET 237 02 CY



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

Copy

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 14
Date April 30 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for the installation of 12 water service taps along the proposed Dutch Fork Creek Trail a 12' x 6' tee 6 gate valve two joints of 6" pipe and a 6" plug to stub out the water line for the proposed Dutch Fork Branch Court in Rolling Creek Phase 4

1	3/4' water service on 12" DIP	12 EA @	200 00 =	\$2 400 00
2	Survey for placement of water services	1 LS @	885 00 =	885 00
3	12' x 6' tee	1 EA @	480 00 =	480 00
4	6 Gate valve	1 EA @	520 00 =	520 00
5	6 Plug	1 EA @	75 00 =	75 00
	6" PVC	40 LF @	8 50 =	340 00

Total Change Order \$4 700 00

This work will require an additional 3 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	173823 15
The contract sum prior to this change order	972834 25
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	4700 00
The new contract sum including this change order	977534 25

Owner
S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V IVEY, Controller

Print Name and Title

Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

JOHNNY T JOHNSON, Pres

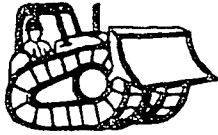
Print Name and Title

Date

PHONE (803) 775-2385 • FAX (803) 775-1040

GRADING • PAVING • UTILITIES

0002014



NEWMA
500 MYRTLE

Post it Fax Note	7671	Date	-/21	of pages	2
To	Danne Wilne		From	Mayer Smith	
Co /Dept	1		Co		
Phone #			Phone		
Fax #			Fax #		

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 14
Date April 30 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for the installation of 12 water service taps along the proposed Dutch Fork Creek Trail a 12 x 6 tee 6 gate valve two joints of 6 pipe and a 6 plug to stub out the water line for the proposed Dutch Fork Branch Court in Rolling Creek Phase 4

1	3/4 water service on 12 DIP	12 EA @	200 00 =	\$2 400 00
2	Survey for placement of water services	1 LS @	885 00 =	885 00
3	12 x 6 tee	1 EA @	480 00 =	480 00
4	6 Gate valve	1 EA @	520 00 =	520 00
5	6 Plug	1 EA @	75 00 =	75 00
6	6 PVC	40 LF @	8 50 =	340 00

Total Change Order \$4 700 00

This work will require an additional 3 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	173823 15
The contract sum prior to this change order	972834 25
The contract sum will be increased (decreased) unchanged by this change order in the amount of	4700 00
The new contract sum including this change order	977534 25

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature W P Melton

Print Name and Title W P Melton

Date 5-14-2002

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature Darlene V. Ivey

Print Name and Title DARLENE V. IVEY, Controller

Date 4/30/02

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature John T. Johnson

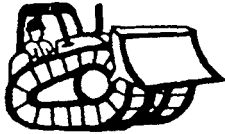
Print Name and Title JOHN T. JOHNSON, C.E.

Date 5/23/02

PHONE (803) 775 2385 • FAX (803) 775 1040

GRADING PAVING • UTILITIES

0002015



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

copy

REVISED CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 15
Date April 30, 2002

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for the installation of conduit in excess of the bid quantity, the addition of irrigation conduit by the owner and special backfill

1	Additional conduit	365 LF @	5 00 =	\$1,825 00
2	Sand clay backfill for conduit	32 CY @	35 00 =	1 120 00
3	Flowable fill for conduit	27 5 CY @	65 00 =	1 787 50

Total Change Order \$4 732 50

This work will require an additional 5 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	178523 15
The contract sum prior to this change order	977534 25
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	4732 50
The new contract sum including this change order	982266 75

Owner
S E L Properties, LLC
P O Box 510
Winnsboro S C, 29180

Signature [Signature]

Print Name and Title Mary

Date 6-14-2002

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Signature [Signature]

Print Name and Title DARLENE V IVEY, Computer

Date 4/30/02

Engineer
Letts Associates, Inc
P O Box 212327
Columbia S C 29221-2327

Signature [Signature]

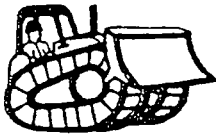
Print Name and Title JOHN T. JOHNSON, Pres

Date 5/23/02

PHONE (803) 775 2385 • FAX (803) 775-1040

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0002016



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

REVISED CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 15
Date April 30 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase-1

We request a change order for the installation of conduit in excess of the bid quantity the addition of irrigation conduit by the owner and special backfill

1	Additional conduit	365 LF @	5 00 =	\$1 825 00
2	Sand clay backfill for conduit	32 CY @	35 00 =	1 120 00
3	Flowable fill for conduit	27 5 CY @	65 00 =	1 787 50

Total Change Order \$4 732 50

his work will require an additional 5 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	178523 15
The contract sum prior to this change order	977534 25
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	4732 50
The new contract sum including this change order	982266 75

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

Print Name and Title

Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date

PHONE (803) 775 2385 • FAX (803) 775 0000

GRADING • PAVING UTILITIES

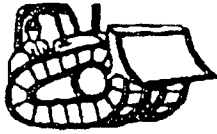
0002017



1-23-1996 8 31PM

FROM ----- 000000000000

P 1

**NEWMAN CONSTRUCTION, INC.**

500 MYRTLE BEACH

Post it [®] Fax Note	7671	Date	# of pages 1
To	Danny White	From	Margie Simkins
Co / Dept		Co	
Phone		Phone #	929-2074
Fax		Fax	

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 16
Date May 31 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for the omiss on of the grassing on the berm as stated in the attached letter from the engineer

1 Omit grassing of berm 1 LS @ (750 00) = (\$750 00)

Total Change Order (\$750 00)

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	183255 65
The contract sum prior to this change order	982266 75
The contract sum will be ~~(increased)~~ (decreased)(unchanged) by this change order in the amount of	-750 00
The new contract sum including this change order	981516 75

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

STEPHEN LIPSCOMB
Print Name and Title

7-18-02
Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V. IVEY, Controller
Print Name and Title

5/31/02
Date

Engineer
Letts Associates Inc
P O Box 215327
Columbia S C 29221-2327

Signature

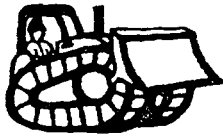
JOHNNY T. JOHNSON, Pres
Print Name and Title

6-11-02
Date

PHONE (803) 775-2385 • FAX (803) 775-1040

GRADING • PAVING • UTILITIES

0002018



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro SC 29180

Change Order No 16
Date May 31 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for the omission of the grassing on the berm as stated in the attached letter from the engineer

1 Omit grassing of berm 1 LS @ (750 00) = (\$750 00)

Total Change Order (\$750 00)

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	183255 65
The contract sum prior to this change order	982266 75
The contract sum will be ~~(increased)~~ (decreased)(unchanged) by this change order in the amount of	-750 00
The new contract sum including this change order	981516 75

Owner
S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

Print Name and Title

Date

Engineer
Letts Associates, Inc.
P O Box 212327
Columbia, S C 29221-2327

Signature

Print Name and Title

Date

PHONE (803) 775-2385 • FAX (803) 775-1040
GRADING • PAVING • UTILITIES

0002019



July 10, 2002

Mr Billy Melton
c/o Realty Associates
P O Box 510
Winnsboro, SC 29180

RE SEL Properties

Dear Mr Melton

Enclosed, please find the original Change Order #16 from Newman Construction

Please have this change order executed by the owner where indicated and return the original to me at your earliest convenience so I can proceed your pay request

Thank you for your prompt attention to this matter Please call me at 929-2074 if you have any questions

Sincerely,

A handwritten signature in cursive script that reads "Margie Simkins".

Margie Simkins
Real Estate Administration Officer

MJS/mmm

Enc



LETTS ASSOCIATES, INC

CIVIL ENGINEERING DESIGN & CONSULTING



RC22

April 23 2002

Jimmy Newman
Newman Construction Co , Inc
500 Myrtle Beach Hwy
Sumter, SC

Re The Courtyards at Rolling Creek Phase I
Berm
M-1007

Dear Mr Newman

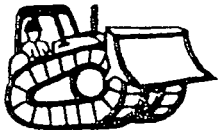
Dutchfork Development Group has decided that others will do the grassing of the berm
along Boyd Branch Crossing

If you have any questions or comments please contact our office

Yours truly

Chad Baltzgar, Project Manager

Cc Billy Melton
Steve Lipscomb



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 16
Date May 31 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for the omission of the grassing on the berm as stated in the attached letter from the engineer

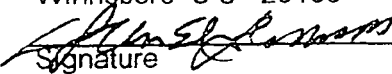
1 Omit grassing of berm 1 LS @ (750 00) = (\$750 00)

Total Change Order (\$750 00)

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	183255 65
The contract sum prior to this change order	982266 75
The contract sum will be ~~(increased)~~ (decreased) ~~(unchanged)~~ by this	
change order in the amount of	-750 00
The new contract sum including this change order	981516 75

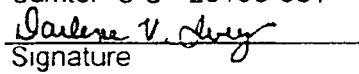
Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180


Signature

STEPHEN LIPSCOMB
Print Name and Title

7-18-02
Date

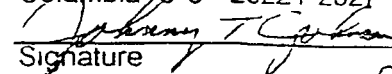
Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014


Signature

DARLENE V IVEY, Controller
Print Name and Title

5/31/02
Date

Engineer
Lette Associates Inc
P O Box 212327
Columbia S C 29221-2327


Signature

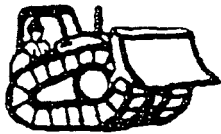
JOHNNY T JOHNSON Pres
Print Name and Title

6-11-02
Date

PHONE (803) 775 2385 • FAX (803) 775 0400

GRADING • PAVING • UTILITIES

0002022



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties LLC
 P O Box 510
 Winnsboro SC 29180

Change Order No 17
 Date June 30 2002

At W P Melton

Contract Date October 26 2001
 Contract For The Courtyards at
 Rolling Creek Phase

We request a change order for full depth asphalt (2 asphalt base 2 asphalt binder and 1 1/2 asphalt surface) in lieu of 6 SABC and 1 1/2 asphalt surface

Full depth asphalt (5 1/4) in lieu of
 6 SABC and 1 1/2 asphalt

1.00% SY @ 370 = \$44 407 40

Total Change Order

\$44 407 40

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	182505 50
The contract sum prior to this change order	981516 75
The contract sum will be (increased)(decreased)(unchanged) by this	
change order in the amount of	44407 40
The new contract sum including this change order	1025924 15

Owner
 S E L Properties LLC
 P O Box 510
 Winnsboro SC 29180

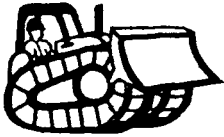
Contractor
 Newman Construction, Inc.
 500 Myrtle Beach Hwy
 Sumter SC 29153-5014

Engineer
 Letts Associates, Inc.
 P O Box 29232
 Columbia SC 29220-232

Signature
 Print Name and Title
 Date

Signature
 Print Name and Title
 Date

Signature
 Print Name and Title
 Date



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 18
Date July 31 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order to install a 1 1/2" water stub for irrigation meter as requested by owner Meter and double check assembly to be furnished and installed by others

1	1 1/2" Water stub for irrigation	1 EA @	755 00 =	\$755 00
Total Change Order				<u>\$755 00</u>

This work will require an additional 2 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	226913 05
The contract sum prior to this change order	1025924 15
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	755 00
The new contract sum including this change order	<u>1026679 15</u>

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V IVEY, Comptroller

7/31/02
Date

Engineer
Letts Associates, Inc
P O Box 2327
Columbia SC 29202

Signature

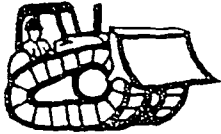
STANLEY A. JOHNSON, Pres

Date

PHONE (803) 775-2385 • FAX (803) 775-1040

GRADING • PAVING • UTILITIES

0002024



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 18
Date July 31 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order to install a 1 1/2" water stub for irrigation meter as requested by owner. Meter and double check assembly to be furnished and installed by others.

1	1 1/2" Water stub for irrigation	1 EA @	755.00 =	\$755.00
Total Change Order				<u>\$755.00</u>

This work will require an additional 2 calendar days to achieve substantial completion.

The original contract sum was	799011.10
Net change by previous change orders	226913.05
The contract sum prior to this change order	1025924.15
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	755.00
The new contract sum including this change order	1026679.15

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates, Inc
P O Box 2327
Columbia S C 29201-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

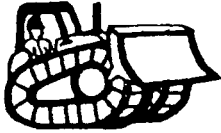
Date

Date

PHONE (803) 775-2385 • FAX (803) 775-1040

GRADING PAVING UTILITIES

0002025



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Attn W P Melton

Change Order No 19
Date July 31 2002

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order to adjust the bid quantity of interior coating of 5 diameter off-site sanitary sewer manholes to actual

1 Interior coating of manholes 17 VF @ 25 00 = \$425 00

Total Change Order \$425 00

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	227668 05
The contract sum prior to this change order	1026679 15
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	425 00
The new contract sum including this change order	1027104 15

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V IVEY, Controller

Print Name and Title

7/31/02

Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

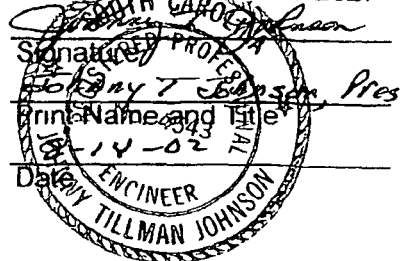
Signature

Robert T. Letts, Pres

Print Name and Title

8-14-02

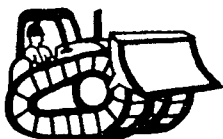
Date



PHONE (803) 775-2385 • FAX (803) 775-1040

GRADING • PAVING • UTILITIES

0002026



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 19
Date July 31 2002

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order to adjust the bid quantity of interior coating of 5 diameter off-site sanitary sewer manholes to actual

1	Interior coating of manholes	17 VF @	25 00 =	<u>\$425 00</u>
Total Change Order				<u><u>\$425 00</u></u>

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	227668 05
The contract sum prior to this change order	1026679 15
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	425 00
The new contract sum including this change order	<u>1027104 15</u>

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date

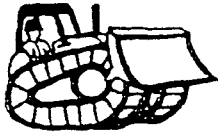
Darlene V Ivey
DARLENE V IVEY, Comptroller
7/31/02

Robert T. Johnson
Robert T. Johnson, Pres
8-14-02
PROFESSIONAL ENGINEER
TILLMAN JOHNSON

PHONE (803) 775-2385 • FAX (803) 775-1040

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0002027



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 19
Date July 31 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order to adjust the bid quantity of interior coating of 5 diameter off-site sanitary sewer manholes to actual

1	Interior coating of manholes	17 VF @	25 00 =	\$425 00
Total Change Order				<u>\$425 00</u>

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	227668 05
The contract sum prior to this change order	1026679 15
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	425 00
The new contract sum including this change order	<u>1027104 15</u>

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V IVEY, Comptroller
Print Name and Title

7/31/02
Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Robert T. Letts, Pres
Print Name and Title

7/31/02
Date

PHONE (803) 775 2385 • FAX (803) 775 1040

GRADING PAVING • UTILITIES

0002028



2-11-1996 6 46PM

FROM 000000000000



ROLLING CREEK
DUTCH FORK REALTY
120 WILLOW CREEK DRIVE
IRMO, S C 29063

Post it* Fax Note

7671

Date 8/6	# of pages 2
To Danny White	From Marjorie Simkins
Co /Dept	Co
Phone #	Phone # 911-2034
Fax #	Fax



Fax # (803) 749-9100

Telephone # (803) 749-9100

DATE 8-5-02

TO Marjorie Simkins

FAX # 929 2035

FROM Billy Melton

NUMBER OF PAGES 2

MESSAGE Change order.

The Country Club at Rolling Creek



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Change Order No 20
Date August 31 2002

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order to give credit for the street signs which were omitted as directed by the owner flared end sections that were not installed, to adjust the quantities of silt fence flowable fill ripped rock and blasted rock to actual and to add fire hydrant extensions

1	Street name sign	-3 EA @	290 00 =	(\$870 00)
2	Speed limit sign	-3 EA @	220 00 =	(\$660 00)
3	Traffic circle sign	-3 EA @	260 00 =	(\$780 00)
4	Stop sign	-4 EA @	220 00 =	(\$880 00)
5	One way sign	-2 EA @	220 00 =	(\$440 00)
6	Yield sign	-1 EA @	220 00 =	(\$220 00)
7	Pavement ends sign	-1 EA @	220 00 =	(\$220 00)
8	Dead end sign	-1 EA @	220 00 =	(\$220 00)
9	Silt fence	-447 LF @	3 00 =	(\$1,341 00)
10	Flowable fill	-5 CY @	65 00 =	(\$325 00)
11	Ripped rock	-5 CY @	40 00 =	(\$200 00)
12	Blasted rock	-5 CY @	50 00 =	(\$250 00)
13	18" Flared end section	-2 EA @	650 00 =	(\$1 300 00)
14	Additional bury for fire hyd - first 1/2'	7 EA @	250 00 =	\$1,750 00
15	Additional bury for fire hyd - each add'l 1/2'	11 EA @	100 00 =	\$1,100 00

Total Change Order (\$4 856 00)

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	228093 05
The contract sum prior to this change order	1027104 15
The contract sum will be (~~increased~~)(decreased)(unchanged) by this change order in the amount of	-4856 00
The new contract sum including this change order	1022248 15

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date

PHONE (803) 775-2385 • FAX (803) 775-1088

GRADING • PAVING • UTILITIES

0002030

**NEWMAN CONSTRUCTION, INC.**

300 MYRTLE BEACH HWY • SUMTER SC 29153-5014

FACSIMILE TRANSMITTALDate May 29, 2002Total pages including this page 1Original to be sent by mail Re THE COURTYARDS AT ROLLING CREEKTo Billy Melton / Steve Lipscomb / Rick MaxheimerCompany S E L PROPERTIES, LLC Letts Associates, IncFax Number (803) 635-5515 / (803) 771-4937 / (803) 798-1678From DARLENE IVEY

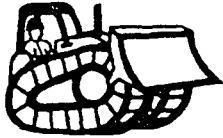
Comments OUR UNDERSTANDING OF THE LAST DISCUSSION
REGARDING STREET AND TRAFFIC SIGNS IS THAT WE ARE NOT
TO ORDER ANY SIGNS FOR THIS PROJECT. PLEASE CONFIRM
THIS BY SIGNING THIS SHEET AND FAXING IT BACK TO US OR
LET US KNOW IF YOU WOULD LIKE US TO HANDLE ANY OF
THE SIGNS.

[Handwritten signature]
5/30/02

Thanks,
[Handwritten signature]

If all pages are not received please call (803) 775-2385

PHONE (803) 775-2385 • FAX (803) 775-1040



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Change Order No 21
Date August 31, 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for the omission of the concrete key, sidewalks 1 1/2" asphalt surface course and grassing

1	Concrete key	-1 EA @	250 00 =	(\$250 00)
2	Grassing	-3 AC @	1500 00 =	(\$4 500 00)
3	4' Wide concrete sidewalk	-420 LF @	7 50 =	(\$3,150 00)
4	1 1/2" asphalt surface	-12002 SY @	2 80 =	(\$33,605 60)
5	Grassing of storm drain r/w	-0 59 AC @	3000 00 =	(\$1 770 00)

Total Change Order (\$43 275 60)

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	223237 05
The contract sum prior to this change order	1022248 15
The contract sum will be (~~increased~~)(decreased)(unchanged) by this change order in the amount of	-43275 60
The new contract sum including this change order	978972 55

Owner
S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date

PHONE (803) 775-2385 • FAX (803) 775-1040

GRADING • PAVING • UTILITIES

0002032



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Change Order No 1
Date November 30 2001

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for blasting rock for the off site sewer line as shown on the attached rock excavation sheet

1	Blasted rock	662 77 CY @	50 00 =	<u>33,138 50</u>
Total Change Order				<u><u>\$33,138 50</u></u>

This work will require an additional 5 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	0 00
The contract sum prior to this change order	799011 10
The contract sum will be (increased)(~~decreased~~)(~~unchanged~~) by this change order in the amount of	33138 50
The new contract sum including this change order	832149 60

Owner
S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Engineer
Letts Associates, Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date



NEWMAN CONSTRUCTION, IN

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLIA

CHANGE ORDER

CHANGE ORDERS

To S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Change Order No 1
Date November 30 2001

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for blasting rock for the off site sewer line as shown on the attached rock excavation sheet

1	Blasted rock	662 77 CY @	50 00 =	33 138 50
Total Change Order				<u>\$33 138 50</u>

This work will require an additional 5 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	0 00
The contract sum prior to this change order	799011 10
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	33138 50
The new contract sum including this change order	832149 60

Owner
S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Signature

Signature

Print Name and Title

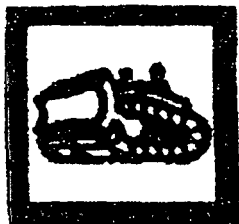
Print Name and Title

Print Name and Title

Date

Date

Date



NEWMAN CONSTRUCTION INC

NEWMAN CONSTRUCTION INC

CHANGE ORDER REQUEST

SFI Properties LLC
c/o Realty Associates
P.O. Box 510
Winnsboro SC 29180

Fax (803) 635-5515

Attn: W.P. Melton

Date: November 12, 2001

Change Order Request # 1

Contract Date: October 26, 2001

Contract For: The Courtyards at Rolling
Creek Phase 1

FUR: Basting rock for off site sanitary sewer line at \$50.00 per CY. According to plan sheet 11 of 15 picked up from the engineer's office, quantity of rock was estimated by others to be approximately 539 CY.

This work will require an additional 5 calendar day to achieve substantial completion.

Owner	Contractor	Engineer
SFI Properties LLC	Newman Construction Inc	Letts Associates Inc.
P.O. Box 510	500 Myrtle Beach Hwy	P.O. Box 212121
Winnsboro SC 29180	Sumter SC 29153-5114	Columbia SC 29221-232
<u>W.P. Melton</u>	<u>Darlene V. Juley</u>	<u>Letts</u>
Signature	Signature	Signature
<u>W.P. MELTON, DEVELOPER</u>	<u>DARLENE V. JULEY, COMPTROLLER</u>	<u>Letts</u>
Print Name and Title	Print Name and Title	Print Name and Title
<u>11-14-01</u>	<u>11/12/01</u>	<u>11/12/01</u>
Date	Date	Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Change Order No 2
Date December 31 2001

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for blasting rock for the off site sewer line as shown on the attached rock excavation sheets

1	Blasted rock	336 59 CY @	50 00 =	16,829 50
2	Correction of prior month's blasted rock	(88 10) CY @	50 00 =	<u>-4,405 00</u>
Total Change Order				<u>\$12,424 50</u>

This work will require an additional 5 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	33138 50
The contract sum prior to this change order	832149 60
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	12424 50
The new contract sum including this change order	<u>844574 10</u>

Owner
S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Signature

Signature

Print Name and Title

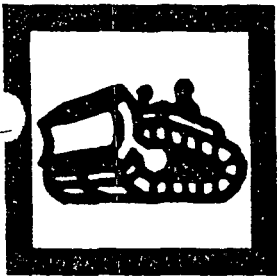
DARLENE V IVEY, Controller

Print Name and Title

Date

12/31/01

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Change Order No 3
Date December 31 2001
Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

Attn W P Melton

We request a change order for changes to the on site sanitary sewer lines A11, A11-2 and A11-7, embedding 18" DIP off site sanitary sewer in concrete and installing additional water line bends at the creek crossing according to the revised plans Also, the manhole drop for MH #A11-2-1 was not shown on the project bid sheet

On-Site Sewer

1	8" PVC 0-6	-60 LF @	12 00 =	-720 00
2	8" PVC 6-8	70 LF @	13 00 =	910 00
3	8" PVC 8-10	-65 LF @	15 00 =	-975 00
4	8" PVC 10-12	72 LF @	17 00 =	1,224 00
5	Manhole 0-6	-1 EA @	1000 00 =	-1,000 00
6	Manhole 6-8	-1 EA @	1100 00 =	-1,100 00
7	Manhole 8-10	-2 EA @	1300 00 =	-2 600 00
8	Manhole 10-12	2 EA @	1600 00 =	3 200 00
9	8' Manhole drop	7 VF @	150 00 =	1 050 00

Off-Site Sewer

10	Embed 18" DIP off site sewer in concrete	5 CY @	85 00 =	425 00

Water

11	12" 45 Degree MJ water line bend	2 EA @	340 00 =	680 00

Total Change Order \$1 094 00

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	45563 00
The contract sum prior to this change order	844574 10
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	1094 00
The new contract sum including this change order	845668 10

Owner
S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Signature

Signature

Print Name and Title

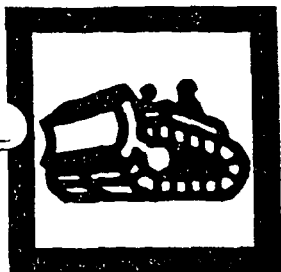
Print Name and Title

Print Name and Title

Date

Date

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Attn W P Melton

Change Order No 4
Date January 31 2002

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for blasting rock for the sewer and water lines as shown on the attached rock excavation sheet

1	Blasted rock	195 47 CY @	50 00 =	<u>9 773 50</u>
Total Change Order				<u><u>\$9 773 50</u></u>

This work will require an additional 3 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	46657 00
The contract sum prior to this change order	845668 10
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	9773 50
The new contract sum including this change order	855441 60

Owner
S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Signature

Darlene V Ivey
DARLENE V IVEY, Comptroller

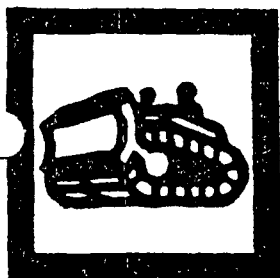
Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Change Order No 5
Date January 31 2002

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for the use of coal tar epoxy to coat the interior of the off site sanitary sewer manholes to embed 8" DIP on site sewer in concrete at creek crossing between manholes A11 and A11-1 according to the revised plans and for the manhole drops for manhole A11-1 and A11-2-3 which were not shown on the project bid sheet

1	Interior coating of manholes-coal tar epoxy	84 00 VF @	-100 00 =	-\$8 400 00
2	Embed 8" DIP on site sewer in concrete	3 CY @	85 =	255 00
3	8" Manhole drop	12 00 VF @	150 00 =	1,800 00

Total Change Order -\$6,345 00

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	56430 50
The contract sum prior to this change order	855441 60
The contract sum will be ~~(increased)~~ (decreased)(unchanged) by this change order in the amount of	-6345 00
The new contract sum including this change order	849096 60

Owner
S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Darlene V Ivey
Signature

DARLENE V IVEY, Comptroller
Print Name and Title

1/31/02
Date

Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Print Name and Title

Date

LETTS ASSOCIATES, INC

CIVIL ENGINEERING DESIGN & CONSULTING



DVI November 15 2001

Jimmy Newman
Newman Construction
500 Myrtle Beach Hwy
Sumter SC 29153

Re The Courtyards at Rolling Creek Phase I
M-1007

Dear Mr Newman

I am writing this letter to inform you that coal tar epoxy shall be used to coat the interior of all manholes which require coating Please submit a request for change order to reduce the unit price for Interior Coating of Manholes" to reflect the use of coal tar epoxy

With regard to item 5 on sheet 5 of 5 "Notes to bid schedule Courtyards at Rolling Creek" flowable fill shall be used in all utility crossings as indicated in the construction documents Compaction testing of utility trenches is not an acceptable alternative to flowable fill

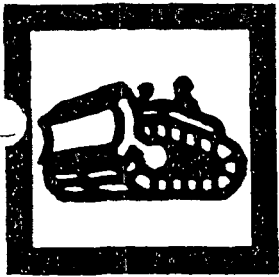
Please call if you have any questions

Sincerely,

Richard W Maxheimer V P

RWM/mw

cc Billy Melton



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Attn W P Melton

Change Order No 6
Date January 31, 2002

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for 200 LF of 54" RCP storm drain pipe that was omitted from the bid sheet

1	54" RCP	200 LF @	85 00 =	<u>17,000 00</u>
Total Change Order				<u><u>\$17 000 00</u></u>

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	50085 50
The contract sum prior to this change order	849096 60
The contract sum will be (increased)(~~decreased~~)(unchanged) by this change order in the amount of	17000 00
The new contract sum including this change order	866096 60

Owner
S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

Darlene V Ivey
Print Name and Title

Date

Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Print Name and Title

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Change Order No 7
Date January 31, 2002

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for concrete encasement of 8" DIP water line at Boyd Branch crossing as instructed by the engineer

1	Concrete encasement of 8" DIP water line	3 CY @	85 00 =	<u>255 00</u>
Total Change Order				<u><u>\$255 00</u></u>

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	67085 50
The contract sum prior to this change order	866096 60
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	255 00
The new contract sum including this change order	866351 60

Owner
S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER REQUEST

To S E L Properties, LLC
c/o Realty Associates
P O Box 510
Winnsboro, S C 29180

Fax (803) 635-5515

Attn W P Melton

Date January 14, 2002

Change Order Request # 2

Contract Date October 26, 2001

Contract For The Courtyards at Rolling
Creek - Phase 1

FOR Concrete encasement of 8" DIP water line at Boyd Branch crossing as instructed by Chad Baltzegar of Letts Associates Inc and concrete collar around 12" DIP stubout on Hollow Creek Drive (future) as shown on revised water plan at \$85 00 per CY

City said we did not need this per Gary

We used 5 CY of concrete to cross the creek between sewer manhole A1 and A2 and 3 CY to cross the creek between manhole A11 and A11-1 We estimate that the future crossings would also be in the 5 CY range The concrete collar should be approximately 1 CY of concrete

This work will require an additional 0 calendar days to achieve substantial completion

Owner S E L Properties, LLC P O Box 510 Winnsboro, S C 29180	Contractor Newman Construction Inc 500 Myrtle Beach Hwy Sumter, S C 29153-5014	Engineer Letts Associates Inc P O Box 212327 Columbia S C 29221-2327
Signature	Signature <i>JIMMY NEWMAN, PRES.</i>	Signature
Print Name and Title	Print Name and Title JIMMY NEWMAN, PRES.	Print Name and Title
Date	Date 1-14-02	Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Attn W P Melton

Change Order No 8
Date January 31, 2002

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for ripping rock for the on site sewer and storm drain lines as shown on the attached ripped rock excavation sheets

1	Ripped rock	763 78 CY @	40 00 =	<u>30,551 20</u>
Total Change Order				<u><u>\$30 551 20</u></u>

This work will require an additional 5 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	67340 50
The contract sum prior to this change order	866351 60
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	30551 20
The new contract sum including this change order	896902 80

Owner
S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Signature

DARLENE V IVEY, Controller

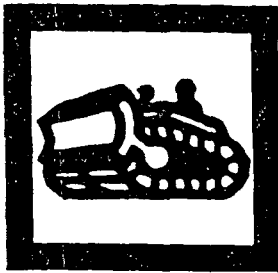
1/31/02
Date

Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Print Name and Title

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 9
Date February 28, 2002

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for two manholes that were not shown on the project bid sheet

1	Manhole 8-10	2 EA @	1300 00 =	<u>2 600 00</u>
Total Change Order				<u><u>\$2 600 00</u></u>

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	97891 70
The contract sum prior to this change order	896902 80
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	2600 00
The new contract sum including this change order	899502 80

Owner
S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Signature

Signature

Print Name and Title

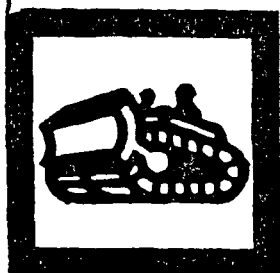
DARLENE V IVEY, Comptroller
Print Name and Title

Print Name and Title

Date

Date

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Change Order No 10
Date February 28, 2002

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for backfilling water and sewer main and service trenches which are located under roads with sand clay and testing for compaction at a cost of \$35 00 per CY in lieu of backfilling with flowable fill at the bid price of \$65 00 per CY We estimate the following quantities based on trench widths of 12" for service crossings and 12' plus the pipe width for main trenches

1	Sewer main road crossings	165 25 CY @	35 00 =	\$5,783 75
2	Water main road crossings	22 17 CY @	35 00 =	775 95
3	Sewer service road crossings	155 93 CY @	35 00 =	5,457 55
4	Water service road crossings	81 20 CY @	35 00 =	2,842 00

Total Change Order

\$14 859 25

Note The actual required trench widths and amount of backfill material is much greater than the job specifications allow

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	100491 70
The contract sum prior to this change order	899502 80
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	14859 25
The new contract sum including this change order	914362 05

Owner
S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Engineer
Letts Associates, Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature

Signature

Print Name and Title

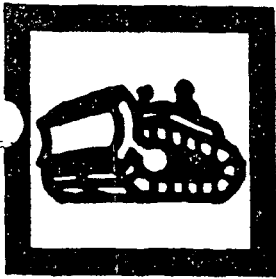
Print Name and Title

Print Name and Title

Date

Date

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER REQUEST

CO#10

To S E L Properties, LLC
c/o Realty Associates
P O Box 510
Winnsboro, S C 29180

Fax (803) 635-5515

Attn W P Melton

Date January 30, 2002

Change Order Request # 5

Contract Date October 26, 2001

Contract For The Courtyards at Rolling
Creek - Phase 1

FOR Backfilling water and sewer main and service trenches which are located under roads with sand clay and testing for compaction at a cost of \$35 00 per CY in lieu of backfilling with flowable fill at the bid price of \$65 00 per CY We estimate the following quantities based on trench widths of 12" for service crossings and 12" plus the pipe width for main trenches

1	Sewer main road crossings	165 25 CY @	35 00 =	\$5,783 75
2	Water main road crossings	22 17 CY @	35 00 =	775 95
3	Sewer service road crossings	155 93 CY @	35 00 =	5 457 55
4	Water service road crossings	81 20 CY @	35 00 =	2 842 00

Total Change Order Request	<u>424 55 CY</u>	<u>\$14,859 25</u>

Note The actual required trench widths and amount of backfill material is much greater than the job specifications allow

This work will require an additional 0 calendar days to achieve substantial completion

Owner
S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Signature

DARLENE V IVEY, Controller
Print Name and Title

1/30/02
Date

Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Print Name and Title

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 11
Date February 28, 2002

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for construction of a berm and grading along the northwest side of the entrance road according to the berm plan dated 2/12/02 by Letts Associates, Inc including clearing, silt fence grading and seeding Work is to be billed cost plus 12% overhead plus 5% profit with the maximum cost at \$12,575 00

Total Change Order (Maximum Amount)

\$12,575 00

Notes

- 1 All improvements are to be made with on site material which may include rock
- 2 Topsoil is excluded due to the limited amount on site which is contaminated with rock
- 3 Due to adjusted street grades the finish elevations of the berm may vary from plan grade but should be approximately the same height above the street provided there is sufficient excess material on site

This work will require an additional 15 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	115350 95
The contract sum prior to this change order	914362 05
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	12575 00
The new contract sum including this change order	926937 05

Owner
S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Signature

Signature

Print Name and Title

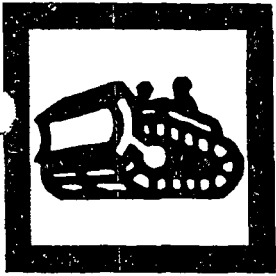
Print Name and Title

Print Name and Title

Date

Date

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER REQUEST

REVISED

CO#11

To S E L Properties, LLC
c/o Realty Associates
P O Box 510
Winnsboro, S C 29180

Fax (803) 635-5515

Attn W P Melton

Date ~~February 10, 2002~~ 2/22/02

Change Order Request # 6

Contract Date October 26 2001

Contract For The Courtyards at Rolling
Creek - Phase 1

FOR Construction of a berm and grading along the northwest side of the entrance road according to the berm plan dated 2/12/02 by Letts Associates, Inc including clearing, silt fence grading and seeding

✓ Total Change Order Request

\$12 575 00

* Work will be billed cost + 12% overhead + 5% profit with the maximum cost *
At \$12,575 00 AS DISCUSSED YESTERDAY WITH MR MELTON

Notes

- 1 All improvements are to be made with on site material which may include rock
- 2 Topsoil is excluded due to the limited amount on site which is contaminated with rock
- 3 Due to adjusted street grades the finish elevations of the berm may vary from plan grade but should be approximately the same height above the street provided there is sufficient excess material on site

This work will require an additional 15 calendar days to achieve substantial completion

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Darlene V Ivey
Signature

DARLENE V IVEY, Controller
Print Name and Title

2/22/02
Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date

LETTS ASSOCIATES, INC

CIVIL ENGINEERING DESIGN & CONSULTING



February 14, 2002

Jimmy Newman
Newman Construction
500 Myrtle Beach Hwy
Sumter SC 29153

Re The Courtyards at Rolling Creek Phase I
Berm Plan Along Boyd Branch Crossing
M-1007

Dear Mr Newman

Please find enclosed for your use

- Paper copy of berm plan
- Disk copy of berm plan

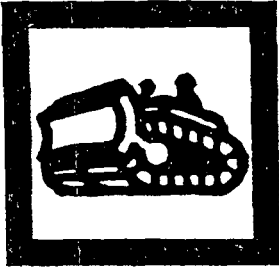
Please move all excess cut material to construct berm site If you have any questions,
please contact this office

Yours truly

Chad J Baltzegar

CJB/mw

Enclosures



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Change Order No 12
Date February 28, 2002

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for ripping rock for the storm drain, water, and on site sewer lines as shown on the attached ripped rock excavation sheets

1	Ripped rock	746 21 CY @	40 00 =	<u>29,848 40</u>
Total Change Order				<u><u>\$29,848 40</u></u>

This work will require an additional 5 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	127925 95
The contract sum prior to this change order	926937 05
The contract sum will be (increased)(~~decreased~~)(unchanged) by this change order in the amount of	29848 40
The new contract sum including this change order	956785 45

Owner
S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 13
Date March 31, 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for ripping rock for water lines as shown on the attached ripped rock excavation sheets for backfilling water service trenches with flowable fill in lieu of sand clay for adding water services for long islands and for corrections in the quantities of water line fittings on the bid sheet

1	Ripped rock	237 02 CY @	40 00 =	9480 80
2	Sand clay in water service road crossings	-81 20 CY @	35 00 =	(2842 00)
3	Flowable fill in water service road crossings	20 00 CY @	65 00 =	1300 00
4	12' x 6" Tee	-2 EA @	480 00 =	(960 00)
5	12' x 12" Tee	-1 EA @	500 00 =	(500 00)
6	Fire hydrant	1 EA @	1920 00 =	1920 00
7	12 x 8" Reducer	-1 EA @	320 00 =	(320 00)
8	12" x 4" Reducer	-1 EA @	300 00 =	(300 00)
9	8" Gate valve	-1 EA @	740 00 =	(740 00)
10	4" Gate valve	-1 EA @	400 00 =	(400 00)
11	4" Plug	-1 EA @	50 00 =	(50 00)
12	12" Gate valve	2 EA @	1380 00 =	2760 00
13	12" x 6" Reducer	-1 EA @	320 00 =	(320 00)
14	12" x 8" Tee	1 EA @	490 00 =	490 00
15	12" Plug	1 EA @	150 00 =	150 00
16	12" Bend	13 EA @	340 00 =	4420 00
17	8" Bend	4 EA @	275 00 =	1100 00
18	4" Bend	3 EA @	140 00 =	420 00
19	3/4" Service to long islands	2 EA @	220 00 =	440 00

Total Change Order

\$16,048 80

This work will require an additional 5 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	157774 35
The contract sum prior to this change order	956785 45
The contract sum will be (increased)(~~decreased~~)(~~unchanged~~) by this change order in the amount of	16048 80
The new contract sum including this change order	972834 25

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Darlene V Ivey
Signature

DARLENE V IVEY, Comptroller
Print Name and Title

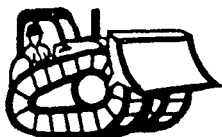
3/31/02
Date

Engineer
Letts Associates, Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Change Order No 14
Date April 30, 2002

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for the installation of 12 water service taps along the proposed Dutch Fork Creek Trail a 12" x 6" tee, 6" gate valve, two joints of 6" pipe and a 6" plug to stub out the water line for the proposed Dutch Fork Branch Court in Rolling Creek Phase 4

1	3/4' water service on 12' DIP	12 EA @	200 00 =	\$2 400 00
2	Survey for placement of water services	1 LS @	885 00 =	885 00
3	12" x 6" tee	1 EA @	480 00 =	480 00
4	6" Gate valve	1 EA @	520 00 =	520 00
5	6" Plug	1 EA @	75 00 =	75 00
6	6" PVC	40 LF @	8 50 =	340 00

Total Change Order \$4,700 00

This work will require an additional 3 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	173823 15
The contract sum prior to this change order	972834 25
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	4700 00
The new contract sum including this change order	977534 25

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature

Signature

Print Name and Title

DARLENE V. IVEY
DARLENE V. IVEY, Controller

Print Name and Title

Date

4/30/02
Date

Date

PHONE (803) 775-2385 • FAX (803) 775 1040

GRADING • PAVING • UTILITIES

0002054



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER REQUEST

Co # 14

To S E L Properties, LLC
c/o Realty Associates
P O Box 510
Winnsboro, S C 29180

Fax (803) 635-5515

Attn W P Melton

Date January 30, 2002

Change Order Request # 4

Contract Date October 26 2001

Contract For The Courtyards at Rolling
Creek - Phase 1

FOR Installation of 12 water service taps along the proposed Dutch Fork Creek Trail and a 12' x 6' tee 6' gate valve two joints of 6' pipe and a 6" plug to stub out the water line for the proposed Dutch Fork Branch Court in Rolling Creek Phase 4

1	3/4" water service on 12" DIP	12 EA @	200 00 =	\$2 400 00
2	Survey for placement of water services	1 LS @	885 00 =	885 00
3	12' x 6" tee	1 EA @	480 00 =	480 00
4	6" Gate valve	1 EA @	520 00 =	520 00
5	6" Plug	1 EA @	75 00 =	75 00
6	6" PVC	40 LF @	8 50 =	340 00

Total Change Order Request

\$4 700 00

This work will require an additional 3 calendar days to achieve substantial completion

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Signature

DARLENE V IVEY Comptroller

Print Name and Title

1/30/02

Date

Engineer
Letts Associates, Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date



LETTS ASSOCIATES, INC

CIVIL ENGINEERING DESIGN & CONSULTING

January 23 2002 – Revision to January 22 2002 Letter

Jimmy Newman
Newman Construction
500 Myrtle Beach Hwy
Sumter, SC 29153

Re The Courtyards at Rolling Creek Phase I
City of Columbia 12' Water Main Change Order
M-1007

Dear Mr Newman

Per our conversation with James Washington of the City of Columbia, Mr Washington requests that 12 water service taps be made along proposed Dutch Fork Creek Trail for Rolling Creek Phase 4 while constructing The Courtyards at Rolling Creek Phase I The 12 services are to be brought to existing grade A 12" x 6' tee shall be installed with 6' gate valve two joints of pipe and cap for the future 6 line along proposed Dutch Fork Branch Court

If you have any questions please contact our office

Yours truly

Chad J Baltzegar Project Manager

CJB/mw

LETTS ASSOCIATES, INC

CIVIL ENGINEERING DESIGN & CONSULTING



January 22 2002

Jimmy Newman
Newman Construction
500 Myrtle Beach Hwy
Sumter, SC 29153

Re The Courtyards at Rolling Creek Phase I
City of Columbia 12 Water Main Change Order
M-1007

Dear Mr Newman

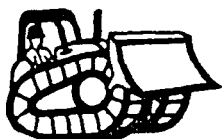
Per our conversation with James Washington of the City of Columbia, Mr Washington requests that 12 water service taps be made along proposed Dutch Fork Creek Trail for Rolling Creek Phase 4 while constructing The Courtyards at Rolling Creek Phase I The 12 services are to be brought to existing grade A 12' x 4" tee shall be installed with 4' gate valve two joints of pipe and cap for the future 4 line along proposed Dutch Fork Branch Court

If you have any questions, please contact our office

Yours truly,

Chad J Baltzegar, Project Manager

CJB/mw



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

REVISED CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Change Order No 15
Date April 30, 2002

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for the installation of conduit in excess of the bid quantity, the addition of irrigation conduit by the owner and special backfill

1	Additional conduit	365 LF @	5 00 =	\$1,825 00
2	Sand clay backfill for conduit	32 CY @	35 00 =	1,120 00
3	Flowable fill for conduit	27 5 CY @	65 00 =	1 787 50

Total Change Order \$4,732 50

This work will require an additional 5 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	178523 15
The contract sum prior to this change order	977534 25
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	4732 50
The new contract sum including this change order	982266 75

Owner
S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date

PHONE (803) 775 2385 • FAX (803) 775-1040

GRADING • PAVING • UTILITIES

0002058



LETTS ASSOCIATES, INC

CIVIL ENGINEERING DESIGN & CONSULTING

April 23, 2002

Jimmy Newman
Newman Construction
500 Myrtle Beach Hwy
Sumter SC 29153

Re The Courtyards at Rolling Creek Phase I -- Utility Conduits -- Time Warner Cable
M-1007

Dear Mr Newman

Please find enclosed a revision to one (1) conduit location from Time Warner Cable
Please move the 2 schedule 40 PVC conduit crossing Boyd Branch at station 8+00 to
road station 12+50 as shown on attached sketch from Time Warner Cable A copy of this
letter along with the plan is being hand delivered today to the superintendent on the
construction site

Please call if you have any questions

Yours truly,

Chad J Baltzegar Project Manager

CJB/mw

Enclosure

cc Steve Lipscomb
Billy Melton

LETTS ASSOCIATES, INC

CIVIL ENGINEERING DESIGN & CONSULTING



April 16, 2002

Jimmy Newman
Newman Construction
500 Myrtle Beach Hwy
Sumter, SC 29153

Re The Courtyards at Rolling Creek Phase I – Utility Conduits
M-1007

Dear Mr Newman

Enclosed are the utility conduit plan locations

- 36' x 48" - SCE&G conduit plan showing size type and location with 36" of cover

John Jarrett - 217-9966

- 8 ½' x 11' - BellSouth conduit plan showing 4' schedule 40 PVC with minimum of 36" of cover

Chris Bullock – 772-3951

- (2) 8 ½' x 11' - Time Warner conduit plan showing 2' schedule 40 PVC with minimum of 36" of cover

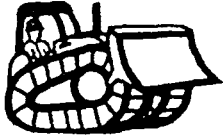
Steve Gardner – 786-4471 Ext 103

Each conduit plan has a hand-written name and telephone number also listed above of the representative from each utility company for further questions or comments

Yours truly,

Chad J Baltzgar, Project Manager

Plans Enclosed



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Change Order No 16
Date May 31, 2002

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for the omission of the grassing on the berm as stated in the attached letter from the engineer

1 Omit grassing of berm 1 LS @ (750 00) = (\$750 00)

Total Change Order (\$750 00)

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	183255 65
The contract sum prior to this change order	982266 75
The contract sum will be ~~(increased)~~ (decreased)(unchanged) by this change order in the amount of	-750 00
The new contract sum including this change order	981516 75

Owner
S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date

PHONE (803) 775-2385 • FAX (803) 775-1040

GRADING • PAVING • UTILITIES

0002062

LETTS ASSOCIATES, INC

CIVIL ENGINEERING DESIGN & CONSULTING



RC22

April 23, 2002

Jimmy Newman
Newman Construction Co, Inc
500 Myrtle Beach Hwy
Sumter, SC

Re The Courtyards at Rolling Creek Phase I
Berm
M-1007

Dear Mr Newman

Dutchfork Development Group has decided that others will do the grassing of the berm
along Boyd Branch Crossing

If you have any questions or comments please contact our office

Yours truly

Chad Baltzegar, Project Manager

Cc Billy Melton
Steve Lipscomb



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER, SC 29153 5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Change Order No 17
Date June 30 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for full depth asphalt (2" asphalt base, 2" asphalt binder and 1 1/4" asphalt surface) in lieu of 6" SABC and 1 1/2" asphalt surface

1	Full depth asphalt (5 1/4') in lieu of 6' SABC and 1 1/2" asphalt	12002 SY @	3 70 =	\$44,407 40

Total Change Order	\$44,407 40

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	182505 65
The contract sum prior to this change order	981516 75
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	44407 40
The new contract sum including this change order	1025924 15

Owner
S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

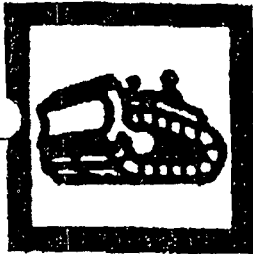
Date

Date

PHONE (803) 775-2385 • FAX (803) 775-1040

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0002064



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 (803) 775 2385

CHANGE ORDER REQUEST REVISED

(10 # 17)

To S E L Properties LLC
c/o Realty Associates
P O Box 510
Winnsboro, S C 29180

Date March 20 2002

Change Order Request # 3

Fax (803) 635 5515

Contract Date October 26 2001

Attn W P Mellon

Contract For The Cour yards at Rolling
Creek - Phase 1

FOR Full depth asphalt (2" asphalt base, 2" asphalt binder and 1 1/4" asphalt surface)
in lieu of 6 SABC and 1 1/2" asphalt surface

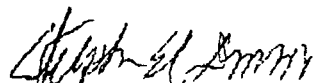
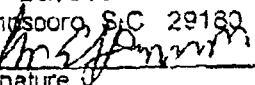
Full depth asphalt (5 1/4") in lieu of
6 SABC and 1 1/2" asphalt

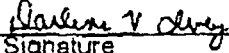
12002 SY @ 3.70 = \$44 407.40

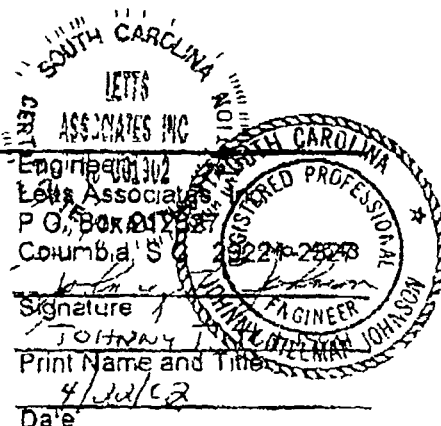
To a Change Order Request

\$44 407.40

This work will require an additional 0 calendar days to achieve substantial completion


Owner
S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Signature
Print Name and Title
Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153 5014

Signature
DARLENE V IVEY Controller
Print Name and Title
3/20/02
Date


Engineer
Realty Associates
P O Box 510
Columbia, S C 29221-2503

Signature
JOHN W L
Print Name and Title
4/22/02
Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

April 18, 2002

W P Melton
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Re The Courtyards at Rolling Creek – Phase 1

Dear Mr Melton

There are several outstanding change order requests that have not been signed and returned as requested. Please be aware that we cannot proceed with any further change order work until these have been received. This could cause delays in the project. Of particular concern is the change order request for full depth asphalt and the associated letter both of which are attached.

Feel free to call if you have questions.

Sincerely,

NEWMAN CONSTRUCTION INC

Darlene V Ivey
Comptroller

enclosures

cc Rick Maxheimer
Steve Lipscomb



(INVEIGING, DESIGN & CONSULTING)

1. 12. 1950

LETTS ASSOCIATES, INC



CIVIL ENGINEERING DESIGN & CONSULTING

March 15 2002

Jimmy Newman
Newman Construction
500 Myrtle Beach Hwy
Sumter SC 29153

Re The Courtyards at Rolling Creek Phase I
Request for Alternate Pricing
M-1007

Dear Mr Newman

Richland County will allow the use of full depth asphalt in Phase I of the Courtyards at Rolling Creek Please provide a request for change order based upon the following alternate pavement design

2" Asphalt Base Course
2 Asphalt Binder Course
1 ¼ Asphalt Surface Course

Thank you for your assistance If you have any questions please call

Sincerely

Richard W Maxheimer V P
Project Manager

RWM/mw



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Attn W P Melton

Change Order No 18
Date July 31, 2002

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order to install a 1 1/2" water stub for irrigation meter as requested by owner Meter and double check assembly to be furnished and installed by others

1 1 1/2" Water stub for irrigation 1 EA @ 755 00 = \$755 00

Total Change Order \$755 00

This work will require an additional 2 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	226913 05
The contract sum prior to this change order	1025924 15
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	755 00
The new contract sum including this change order	1026679 15

Owner
S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Signature

Print Name and Title

Date

Engineer
Letts Associates, Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date

PHONE (803) 775-2385 • FAX (803) 775-1040

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0002070



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER REQUEST

CO # 13

To S E L Properties, LLC
c/o Realty Associates
P O Box 510
Winnsboro, S C 29180

Fax (803) 635-5515

Attn W P Melton

Date June 18, 2002

Change Order Request # 9

Contract Date October 26, 2001

Contract For The Courtyards at Rolling
Creek - Phase 1

FOR Install 1 1/2" water stub for irrigation meter as requested by owner (see attached fax)
Meter and double check assembly to be furnished and installed by others

Total Change Order Request

\$755 00

This work will require an additional 2 calendar days to achieve substantial completion
It may be some time before we can get to this work due to prior commitments

Owner
S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V IVEY, Comptroller

Print Name and Title

Date

Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Print Name and Title

Date

PHONE (803) 775-2385 • FAX (803) 775-1040

GRADING • PAVING • UTILITIES

0002071



ROLLING CREEK
DUTCH FORK REALTY
120 WILLOW CREEK DRIVE
IRMO, S C 29063



Fax # (803) 749-9100

Telephone # (803) 749-9100

DATE 6-13-02TO Jimmy NewmanFAX # 803 775 1040FROM Billy MeltonNUMBER OF PAGES 2

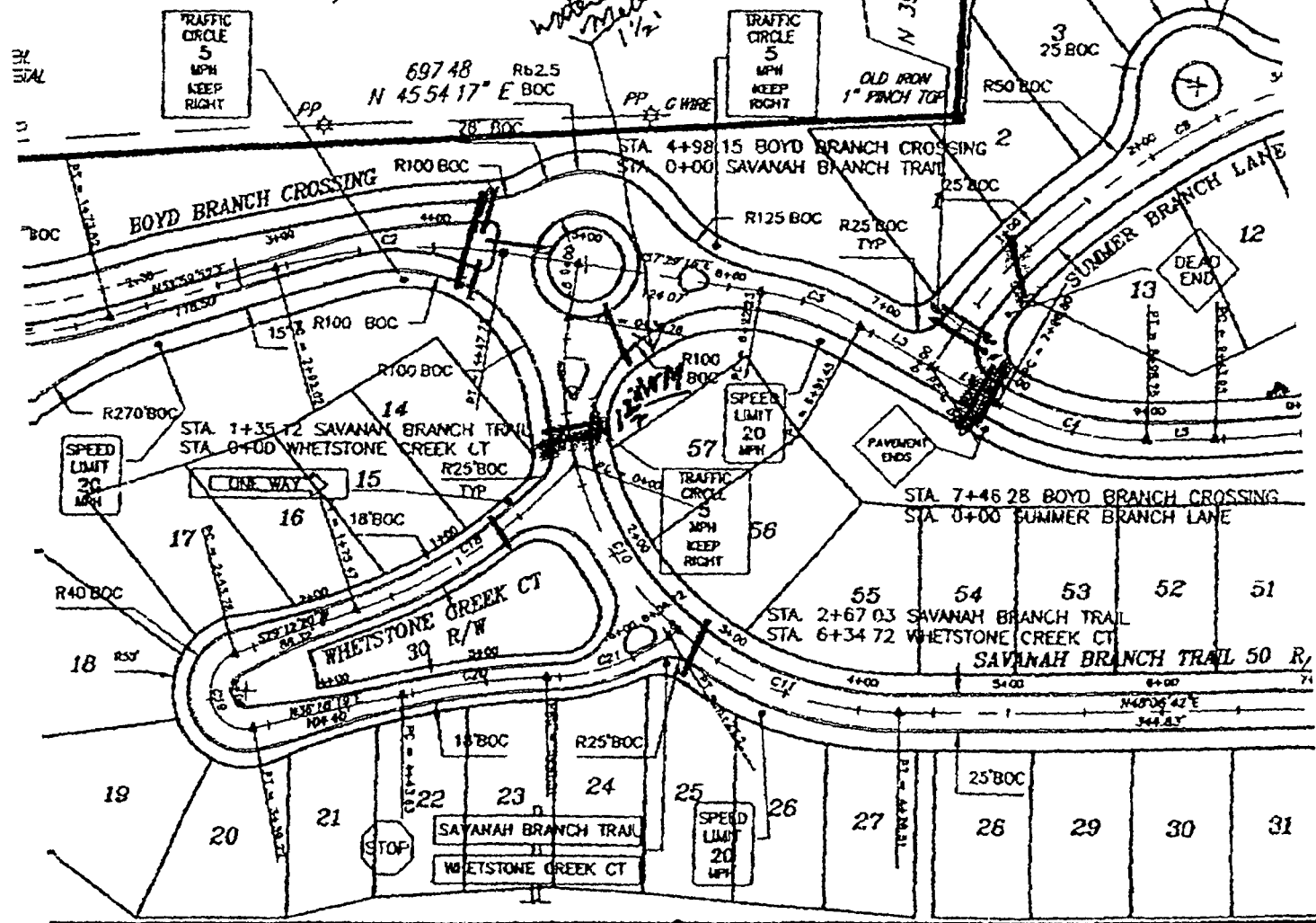
MESSAGE Authorization to put in water stat for
IRRIGATION WATER Meter - 1 1/2" - as
shown on accompanying plat.

Billy Melton6-13-02

dwg PLAN - RC22

conduit should have 3' of cover. *

N / F ROBERT L COKER



S 48°36'24" W
541.52

OLD IRON
1/2" REBAR

SCE "G" - 4"

TIE WARE CABLE - 2" SCH 40 PVC

BELL SOUTH 4" SCH 40 PVC

IRRIGATION - 4"

S 48°32'36" W
755.27

N / F
CL ELLISOR

0002073



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Change Order No 19
Date July 31, 2002

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order to adjust the bid quantity of interior coating of 5' diameter off-site sanitary sewer manholes to actual

1	Interior coating of manholes	17 VF @	25 00 =	<u>\$425 00</u>
Total Change Order				<u><u>\$425 00</u></u>

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	227668 05
The contract sum prior to this change order	1026679 15
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	425 00
The new contract sum including this change order	1027104 15

Owner
S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

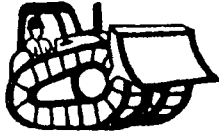
Date

Date

PHONE (803) 775-2385 • FAX (803) 775-1040

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0002074



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 21
Date August 31 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for the omission of the concrete key sidewalks 1 1/2" asphalt surface course and grassing

1	Concrete key	-1 EA @	250 00 =	(\$250 00)
2	Grassing	-3 AC @	1500 00 =	(\$4 500 00)
3	4 Wide concrete sidewalk	-420 LF @	7 50 =	(\$3,150 00)
4	1 1/2 asphalt surface	-12002 SY @	2 80 =	(\$33 605 60)
5	Grassing of storm drain r/w	-0 59 AC @	3000 00 =	(\$1 770 00)

Total Change Order (\$43 275 60)

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	223237 05
The contract sum prior to this change order	1022248 15
The contract sum will be (~~increased~~)(~~decreased~~)(~~unchanged~~) by this change order in the amount of	-43275 60
The new contract sum including this change order	978972 55

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature *Darlene V. Ivey*

Signature

Print Name and Title

Print Name and Title *DARLENE V IVEY, Controller*

Print Name and Title

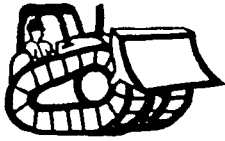
Date

Date *8/31/02*

Date

PHONE (803) 775 2385 • FAX (803) 775-1040
GRADING • PAVING • UTILITIES

0002075



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Change Order No 21
Date August 31 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for the omission of the concrete key sidewalks 1 1/2" asphalt surface course and grassing

1	Concrete key	-1 EA @	250 00 =	(\$250 00)
2	Grassing	-3 AC @	1500 00 =	(\$4 500 00)
3	4' Wide concrete sidewalk	-420 LF @	7 50 =	(\$3 150 00)
4	1 1/2" asphalt surface	-12002 SY @	2 80 =	(\$33 605 60)
5	Grassing of storm drain r/w	-0 59 AC @	3000 00 =	(\$1 770 00)

Total Change Order (\$43 275 60)

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	223237 05
The contract sum prior to this change order	1022248 15
The contract sum will be (~~increased~~)(decreased)(unchanged) by this change order in the amount of	-43275 60
The new contract sum including this change order	978972 55

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates, Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

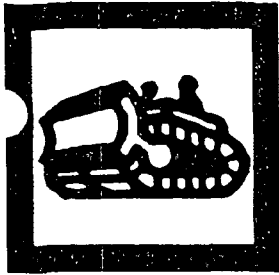
Date

Date

PHONE (803) 775 2385 • FAX (803) 775-1040

GRADING • PAVING • UTILITIES

0002076



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER REQUEST

To S E L Properties LLC
c/o Realty Associates
P O Box 510
Winnsboro, S C 29180

Fax (803) 635-5515

Attn W P Melton

Date April 17 2002

Change Order Request # 1

Contract Date January 29 2002

Contract For Rolling Creek Subdivision
Phase 4 (20 Lots)

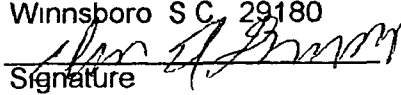
FOR Sawcut and remove concrete driveway within road right of way

1	Concrete removal	2127 SF @	\$1 00 =	\$2 127 00
2	Sawcut concrete	75 LF @	\$3 00 =	225 00
Total Change Order Request				<u>\$2 352 00</u>

Note This change order does not include pouring any new concrete (for driveway apron etc)

This work will require an additional 5 calendar days to achieve substantial completion

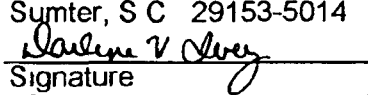
Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature 

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

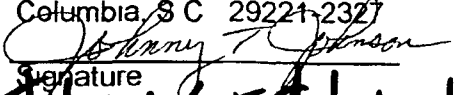
Signature 

DARLENE V IVEY, Comptroller

4/17/02

Date

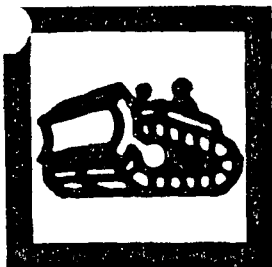
Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S C 29221-2327

Signature 

JOHNNY T JOHNSON

4-17-02

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER REQUEST

To S E L Properties LLC
c/o Realty Associates
P O Box 510
Winnsboro S C 29180

Fax (803) 635-5515

Attn W P Melton

Date April 17 2002

Change Order Request # 1

Contract Date January 29 2002

Contract For Rolling Creek Subdivision
Phase 4 (20 Lots)

FOR Sawcut and remove concrete driveway within road right of way

1	Concrete removal	2127 SF @	\$1 00 =	\$2 127 00
2	Sawcut concrete	75 LF @	\$3 00 =	225 00
Total Change Order Request				<u>\$2 352 00</u>

Note This change order does not include pouring any new concrete (for driveway apron etc)

This work will require an additional 5 calendar days to achieve substantial completion

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V Ivey, Comptroller

4/17/02
Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

JOHNNY T. JOHNSON

4-17-02
Date



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153 5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 1

Date April 30 2002

Attn W P Melton

Contract Date January 29 2002

Contract For Rolling Creek Subdivision
Phase 4

We request a change order for ripping rock (in lieu of blasting) for the storm drain and sanitary sewer lines as shown on the attached ripped rock excavation sheets

1	Ripped rock for storm drain and sewer	175 47 CY @	40 00 =	7 018 80
2	Blasted rock for storm drain	-90 00 CY @	60 00 =	(5 400 00)
3	Blasted rock for sewer	-172 00 CY @	60 00 =	(10 320 00)

Total Change Order (\$8 701 20)

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	250662 00
Net change by previous change orders	0 00
The contract sum prior to this change order	250662 00
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	-8701 20
The new contract sum including this change order	241960 80

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date

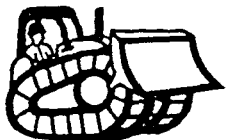
PHONE (803) 775-2385 • FAX (803) 775-1040

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0002079



0002082



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Change Order No 1
Date April 30 2002

Attn W P Melton

Contract Date January 29 2002
Contract For Rolling Creek Subdivision
Phase 4

We request a change order for ripping rock (in lieu of blasting) for the storm drain and sanitary sewer lines as shown on the attached ripped rock excavation sheets

1	Ripped rock for storm drain and sewer	175 47 CY @	40 00 =	7 018 80
2	Blasted rock for storm drain	-90 00 CY @	60 00 =	(5 400 00)
3	Blasted rock for sewer	-172 00 CY @	60 00 =	(10 320 00)

Total Change Order (\$8 701 20)

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	250662 00
Net change by previous change orders	0 00
The contract sum prior to this change order	250662 00
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	-8701 20
The new contract sum including this change order	241960 80

Owner
S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date

PHONE (803) 775-2385 • FAX (803) 775 1040

GRADING • PAVING • UTILITIES

0002083

Ripped Rock Excavation Sheet

4/30/02

TOTAL CUBIC YARDS THIS SHEET 82 87 CY

Ripped Rock Excavation Sheet

4/30/02

TOTAL CUBIC YARDS THIS SHEET 92 60 CY

Line B-3

Newman Test

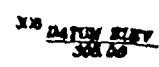
PROJECT Rolling Creek Sub

DATE OR ELECT #	SANITARY SEWER STATION	LENGTH	WIDTH	DEPTH	CUM.
	Line B-3		175'		
04/08/02	1+05 TO 1+50	45 0'	~~3 0'~~	4.0'	~~540.00~~ 315
	1+50 TO 2+20	70 0'	~~3 0'~~	4.0'	~~840.00~~ 490
	Line B				
04/04/02	1+85 TO 2+17.5	32 5'	~~3 0'~~	3.5'	~~341.25~~ 199
	MH 2+21 B-1	7 0'	—	4.5'	173.09 ✓
	2+24.5 TO 2+50	25 5'	~~3 0'~~	3.5'	~~267.75~~ 156
04/05/02	4+00 TO 4+23.5	23 5'	~~3 0'~~	3.0'	~~24.50~~ 123
	MH 4+27 B-2	7 0'	—	3.5'	134.62 ✓
	4+30.5 TO 5+00	69 5'	~~3 0'~~	4 0'	~~834.00~~ 486
	5+00 TO 5+51.5	51 5'	~~3 0'~~	4.5'	~~145.25~~ 405
	MH 5+55 B-3	7 0'	—	4.0'	153.86 ✓
					~~4,190.82~~
					2,637.26

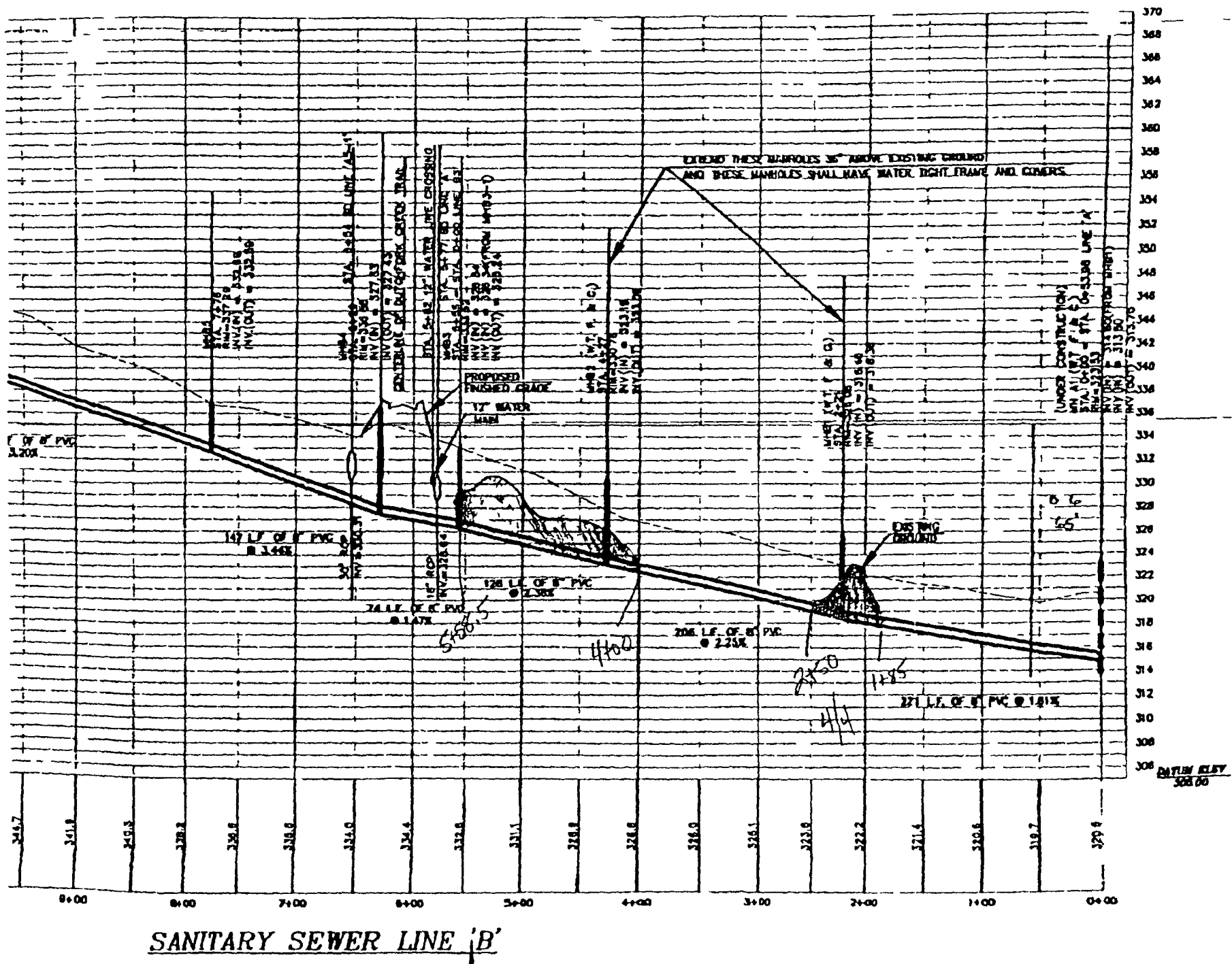
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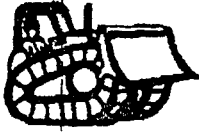
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NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER REQUEST

To S E L Properties LLC
c/o Realty Associates
P O Box 510
Winnsboro S C 29180

Fax (803) 635-5515

Attn W P. Melton

Date July 11, 2002

Change Order Request # 2

Contract Date January 29, 2002

Contract For Rolling Creek Subdivision
Phase 4 (20 Lots)

FOR Muck out unstable soil where concrete driveway was removed and haul in suitable material

1 Mucking including off site borrow and on site disposal

67 CY @ \$12 50 = 837 50

Total Change Order Request

\$837 50

This work will require an additional 2 calendar days to achieve substantial completion.

Owner
S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Signature *W P Melton*
Print Name and Title
W P Melton

Date 7-18-02

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Signature *Darlene V Ivey*
Print Name and Title
Darlene V Ivey, Controller

Date 7/11/02

Engineer
Letts Associates, Inc
P O Box 212227
Columbia, S C 29221-2327

Signature *Johnny T Johnson*
Print Name and Title
Johnny T Johnson, Sr Eng

Date

PHONE (803) 775-2385 • FAX (803) 775-1040

GRADING • PAVING • UTILITIES



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER, SC 29153-5014

Mr Melton -

*Margie asked me
to return this to you
as this (Phase 4) is not
for loan*

To S E L Property
c/o Realty As
P O Box 510
Winnsboro S

Fax (803) 635-55

Attn W P Melton

July 11, 2002

Order Request # 2

Date January 29, 2002

For Rolling Creek Subdivision
Phase 4 (20 Lots)

FOR Muck out unneeded soil which will be hauled away and haul in suitable material

1 Mucking including off site borrow and on site disposal

67 CY @ \$12.50 = 837.50

Total Change Order Request

\$837.50

This work will require an additional 2 calendar days to achieve substantial completion

Owner
S E L Properties LLC
P O Box 510
Winnsboro, SC 29180

W P Melton
Signature *developed*
W P Melton
Print Name and Title

Date *7-18-02*

(LFL)

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S.C. 29153-5014

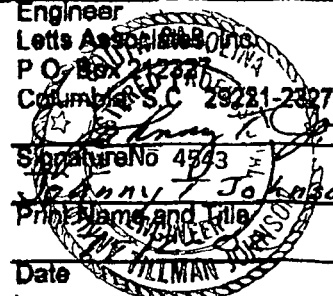
Darlene V. Ivory
Signature
Darlene V. Ivory, Comptroller
Print Name and Title

Date *7/11/02*

Engineer
Letts Associates, Inc.
P O Box 21227
Columbia, S.C. 29221-2227

Johnny T. Johnson
Signature No 4543
Johnny T. Johnson, SR Eng
Print Name and Title

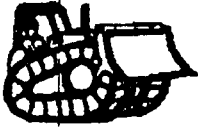
Date



PHONE (803) 775-2385 • FAX (803) 775-1040

GRADING • PAVING • UTILITIES

0002090



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER REQUEST

To SEL Properties LLC
c/o Realty Associates
P O Box 510
Winnaboro SC 29180

Fax (803) 635-5515

Attn W P Melton

Date July 11 2002

Change Order Request # 2

Contract Date January 29, 2002

Contract For Rolling Creek Subdivision
Phase 4 (20 Lots)

FOR Muck out unstable soil where concrete driveway was removed and haul in suitable material

1 Mucking including off site borrow and on site disposal

67 CY @ \$12.50 = 837.50

Total Change Order Request

837.50

This work will require an additional 2 calendar days to achieve substantial completion

Owner
SEL Properties LLC
P O Box 510
Winnaboro, SC 29180

Signature *W P Melton*
Print Name and Title
W P Melton

Date *7-13-02*

LEL

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter SC 29153-5014

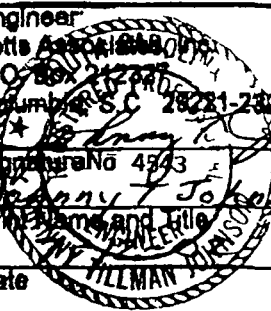
Signature *Dorene V. Tvey*
Print Name and Title
Dorene V. Tvey, Compliance

Date *7/11/02*

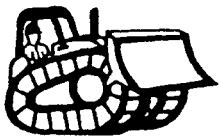
Engineer
Letts Associates, Inc
P O Box 212777
Columbia SC 29221-2777

Signature *John T. Johnson*
Print Name and Title
John T. Johnson, SR Eng

Date *7/11/02*



PHONE (803) 775-2385 • FAX (803) 775-1040
GRADING • PAVING • UTILITIES



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Attn W P Melton

Change Order No 2
Date May 31 2002

Contract Date January 29 2002
Contract For Rolling Creek Subdivision
Phase 4

We request a change order for backfilling storm drain, water main, sewer main and sewer service trenches which are located under roads with sand clay and testing for compaction at a cost of \$35 00 per CY in lieu of backfilling with flowable fill at the bid price of \$65 00 per CY. The quantities are based on trench widths of 12" for service crossings and 12" plus the pipe width for main trenches even though the actual required trench widths and amount of backfill is much greater than these specifications allow.

1	Storm drain road crossings	73 96 CY @	35 00 =	\$2 588 60
2	Sewer main road crossings	31 96 CY @	35 00 =	1 118 60
3	Water main road crossings	45 80 CY @	35 00 =	1 603 00
	Sewer service road crossings	33 70 CY @	35 00 =	1 179 50
5	Flowable fill for storm drain	-25 00 CY @	65 00 =	(1 625 00)
6	Flowable fill for water system	-6 00 CY @	65 00 =	(390 00)
7	Flowable fill for sewer	-27 00 CY @	65 00 =	(1,755 00)

Total Change Order

\$2,719 70

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	250662 00
Net change by previous change orders	-8701 20
The contract sum prior to this change order	241960 80
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	2719 70
The new contract sum including this change order	244680 50

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date

PHONE (803) 775 2385 • FAX (803) 775 1040

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0002092

Newman Construction, Inc

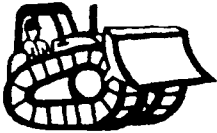
Sand, Clay Backfill for Utility Road Crossings

Rolling Creek Phase 4

4/30/02

DATE	STATION	LENGTH	WIDTH	DEPTH	TOTAL
	SANITARY SEWER				
8" PVC	MH# B3 - MH# B4	27'	170'	10'	459.00
8" PVC	MH# B7 - MH# B8	50'	170'	475'	403.75
	SERVICE LINE FOR Lot # 8	65'	1.00'	5.00'	325.00
	" " " " 9	34'	1.00'	5.00'	170.00
	" " " " 10	27'	1.00'	5.00'	135.00
	" " " " 11	27'	1.00'	5.00'	135.00
	" " " " 12	29'	1.00'	5.00'	145.00
					1772.75 CF
	STORM DRAINAGE -				
18" RCP	A5A - A5B	27'	292'	4.00'	315.36
30" RCP	A5 - A51	27'	400'	8.00'	864.00
18" RCP	A3 - A4	70'	292'	4.00'	817.60
					1996.96 CF
	WATER -				
12" DIP	At STA 2+50	27'	210'	3.00'	170.10
12" DIP	At CUL-DE-SAC	82'	210'	3.00'	516.60
6" DIP	At INTERSECTION	34'	158'	3.00'	161.16
6" DIP	At CUL-DE-SAC	82'	158'	3.00'	388.68
					1236.54 CF
					5,006.25 CF

TOTAL CUBIC YARDS THIS SHEET 18542.00



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Change Order No 3
Date May 31 2002

Attn W P Melton

Contract Date January 29 2002
Contract For Rolling Creek Subdivision
Phase 4

We request a change order for the installation of underdrain and conduit in excess of the bid quantity and special backfill for the conduit

1	Additional underdrain	320 LF @	8 50 =	\$2 720 00
2	Additional conduit	100 LF @	5 00 =	\$500 00
3	Sand clay backfill for conduit	16 CY @	35 00 =	560 00
4	Flowable fill for conduit	6 CY @	65 00 =	390 00

Total Change Order \$4,170 00

This work will require an additional 2 calendar days to achieve substantial completion

The original contract sum was	250662 00
Net change by previous change orders	-5981 50
The contract sum prior to this change order	244680 50
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	4170 00
The new contract sum including this change order	248850 50

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date

PHONE (803) 775-2385 • FAX (803) 775-1040

GRADING • PAVING • UTILITIES

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**NEWMAN CONSTRUCTION, INC**

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER REQUEST

To S E L Properties LLC
c/o Realty Associates
P O Box 510
Winnsboro S C 29180

Fax (803) 635 5515

Attn W P Melton

Date July 24 2002

Change Order Request # 3

Contract Date January 29 2002

Contract For Rolling Creek Subdivision
Phase 4 (20 Lots)

FOR Installation of 4 conduit for SCE&G at future driveway for house at 104 Brookview Lane
as requested by Dee Melton

1	4 Conduit	60 LF @	\$5 00 =	300 00
Total Change Order Request				<u>\$300 00</u>

Note If special backfill is required it will be billed as follows

- 1 Sand clay backfill @ \$35 00 per CY
- 2 Flowable fill @ \$65 00 per CY

This work will require an additional 0 calendar days to achieve substantial completion

Owner
S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V. IVEY, Computerizer

Print Name and Title

Date

Engineer
Letts Associates, Inc.
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date

PHONE (803) 775 2385 • FAX (803) 775-1040

GRADING • PAVS UTILITIES

0002095

**NEWMAN CONSTRUCTION, INC.**

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER REQUEST

To S E L Properties, LLC
c/o Realty Associates
P O Box 510
Winnsboro, S C 29180

Fax (803) 635-5515

Attn W P Melton

Date July 24 2002

Change Order Request # 3

Contract Date January 29, 2002

Contract For Rolling Creek Subdivision
Phase 4 (20 Lots)

FOR Installation of 4" conduit for SCE&G at future driveway for house at 104 Brookview Lane
as requested by Dee Melton

1	4" Conduit	60 LF @	\$5 00 =	<u>300 00</u>
Total Change Order Request				<u>\$300 00</u>

Note If special backfill is required, it will be billed as follows

- 1 Sand clay backfill @ \$35 00 per CY
- 2 Flowable fill @ \$65 00 per CY

Fixed 7/30/02

This work will require an additional 0 calendar days to achieve substantial completion

Owner
S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Signature *W P Melton*Print Name and Title
*W P MELTON*Date *7-30-02*

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

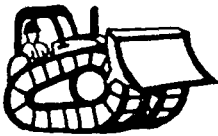
Signature *Darlene V. Ivey*Print Name and Title
*DARLENE V. IVEY, Controller*Date *7/24/02*

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Change Order No 4
Date May 31 2002

Attn W P Melton

Contract Date January 29 2002
Contract For Rolling Creek Subdivision
Phase 4

We request a change order for changing the 6" water pipe from PVC to DIP as requested by the City of Columbia (see attached letter from engineer) and adding the necessary bends and to give credit for rock blasting which was not required

1	6" DIP in lieu of 6' PVC	514 LF @	4 50 =	\$2 313 00
2	6" Bends	3 EA @	205 00 =	615 00
3	Blasted rock	-50 CY @	60 00 =	(3 000 00)
Total Change Order				<u>(\$72 00)</u>

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	250662 00
Net change by previous change orders	-1811 50
The contract sum prior to this change order	248850 50
The contract sum will be ~~(increased)~~ (decreased)(unchanged) by this change order in the amount of	-72 00
The new contract sum including this change order	<u>248778 50</u>

Owner
S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date

PHONE (803) 775 2385 • FAX (803) 775 1040

GRADING • PAVING • UTILITIES

0002097

RC25



LETTS ASSOCIATES, INC

CIVIL ENGINEERING DESIGN & CONSULTING

February 25 2002

Jimmy Newman
Newman Construction
500 Myrtle Beach Hwy
Sumter SC 29153

Re Rolling Creek Phase 4 - Change Order
R-1002

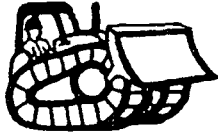
Dear Mr Newman

Per our conversation last week, as requested by the City of Columbia all 6 water pipe has been changed to DIP

If you have any questions please contact our office

Yours truly

Chad J Baltzegar, Project Manager



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 5
Date July 31 2002

Attn W P Melton

Contract Date January 29 2002
Contract For Rolling Creek Subdivision
Phase 4

We request a change order for sawcutting and removing concrete driveway within road right of way

1	Concrete removal	2127 SF @	\$1 00 =	\$2 127 00
2	Sawcut concrete	75 LF @	\$3 00 =	225 00
Total Change Order				<u>\$2 352 00</u>

Note This change order does not include pouring any new concrete (for driveway apron, etc)

This work will require an additional 5 calendar days to achieve substantial completion

The original contract sum was	250662 00
Net change by previous change orders	-1883 50
The contract sum prior to this change order	248778 50
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	2352 00
The new contract sum including this change order	<u>251130 50</u>

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date

PHONE (803) 775 2385 • FAX (803) 775 1040

GRADING • PAVING • UTILITIES

0002099



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153 5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 6
Date July 31 2002

Attn W P Melton

Contract Date January 29 2002
Contract For Rolling Creek Subdivision
Phase 4

We request a change order for mucking out unstable soil where concrete driveway was removed and hauling in suitable material

1 Mucking including off site borrow and
on site disposal

67 CY @ \$12 50 = 837 50

Total Change Order

\$837 50

This work will require an additional 2 calendar days to achieve substantial completion

The original contract sum was	250662 00
Net change by previous change orders	468 50
The contract sum prior to this change order	251130 50
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	837 50
The new contract sum including this change order	251968 00

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates, Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Darlene V Ivey
Signature

Signature

Print Name and Title

DARLENE V IVEY, Controller
Print Name and Title

Print Name and Title

Date

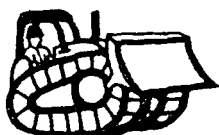
7/31/02
Date

Date

PHONE (803) 775-2385 • FAX (803) 775 1040

GRADING • PAVING • UTILITIES

0002100



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Attn W P Melton

Change Order No 7
Date July 31 2002

Contract Date January 29 2002
Contract For Rolling Creek Subdivision
Phase 4

We request a change order for the installation of 4" conduit for SCE&G at future driveway for house at 104 Brookview Lane as requested by Dee Melton

1	4 Conduit	60 LF @	\$5 00 =	<u>300 00</u>
Total Change Order				<u><u>\$300 00</u></u>

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	250662 00
Net change by previous change orders	1306 00
The contract sum prior to this change order	251968 00
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	300 00
The new contract sum including this change order	252268 00

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

Print Name and Title

Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

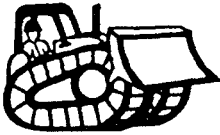
Print Name and Title

Date

PHONE (803) 775-2385 • FAX (803) 775 1040

GRADING • PAVING • UTILITIES

0002101



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 8
Date August 31, 2002

Attn W P Melton

Contract Date January 29 2002
Contract For Rolling Creek Subdivision
Phase 4

We request a change order to give credit for rock blasting that was not required for the streets flared end sections that were not installed and to adjust the quantity of silt fence installed to actual

1	Silt fence	-142 LF @	\$3 00 =	(426 00)
2	Blasted rock	-150 CY @	\$60 00 =	(9 000 00)
3	36" Flared end section	-1 EA @	\$1 200 00 =	(1 200 00)
4	30 Flared end section	-1 EA @	\$900 00 =	(900 00)

Total Change Order (\$11 526 00)

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	250662 00
Net change by previous change orders	1606 00
The contract sum prior to this change order	252268 00
The contract sum will be ~~(increased)~~ (decreased)(unchanged) by this change order in the amount of	-11526 00
The new contract sum including this change order	240742 00

Owner
S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates, Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

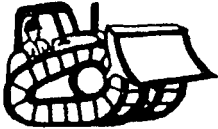
Date

Date

PHONE (803) 775-2385 • FAX (803) 775-1040

GRADING • PAVING • UTILITIES

0002102



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 8
Date August 31 2002

Attn W P Melton

Contract Date January 29 2002
Contract For Rolling Creek Subdivision
Phase 4

We request a change order to give credit for rock blasting that was not required for the streets flared end sections that were not installed and to adjust the quantity of silt fence installed to actual

1	Silt fence	-142 LF @	\$3 00 =	(426 00)
2	Blasted rock	-150 CY @	\$60 00 =	(9 000 00)
3	36 Flared end section	-1 EA @	\$1 200 00 =	(1 200 00)
4	30 Flared end section	-1 EA @	\$900 00 =	(900 00)

Total Change Order (\$11 526 00)

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	250662 00
Net change by previous change orders	1606 00
The contract sum prior to this change order	252268 00
The contract sum will be ~~(increased)~~ (decreased)(unchanged) by this change order in the amount of	-11526 00
The new contract sum including this change order	240742 00

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date

PHONE (803) 775 2385 • FAX (803) 775 1040

GRADING • PAVING • UTILITIES

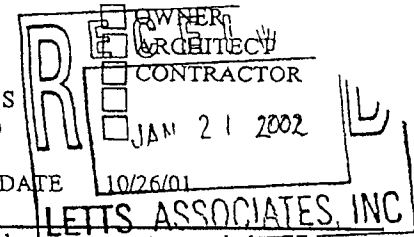
0002103

P O Box 510
Winnsboro S C 29180

Phase 1 - 57 Lots
Richland County, S C

1
PERIOD TO
11/30/01
ARCHITECT S
PROJECT NO

CONTRACT DATE 10/26/01



ROM (CONTRACTOR) Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter SC 29153 5014

VIA(Architect) Letts Associates, Inc
P O Box 212327
Columbia, S C 29221 2327

ONTRACT FOR

CONTRACTOR'S APPLICATION FOR PAYMENT

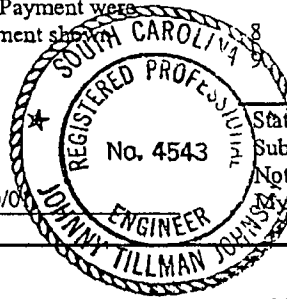
Change Order Summary

Change Orders approved in Previous months by Owner		Additions	Deductions
Total		0 00	0 00
Approved this month		33 138 50	0 00
Number	Dated Approved		
1	1-21-02		
Totals		33 138 50	0 00
Net change by Change Orders		33,138 50	0 00

The undersigned contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due

CONTRACTOR Newman Construction, Inc

By Walter V. Day Date 11/30/01



Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703 is attached

1	ORIGINAL CONTRACT SUM	\$	799 011 10
2	Net change by Change Orders	\$	33 138 50
3	CONTRACT SUM TO DATE (line 1+2)	\$	832 149 60
4	Total Completed & STORED TO DATE (Column G on G703)	\$	76 286 64
5	Retainage		
	10 00% of Completed Work	\$	6 036 16
	(column D + E on G703)		
	10 00% of Stored Material	\$	1 592 51
	(column F on G703)		
	Total Retainage (Line 5a + 5b or total in Column I of G703)	\$	7 628 67
6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$	68 657 97
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0 00
8	CURRENT PAYMENT DUE BALANCE TO FINISH, PLUS RETAINAGE (LINE 3 LESS LINE 6)	\$	68 657 97
		\$	763 491 63

State of SC County of Sumter
Subscribed and sworn to before me this 30 day of November 2001
Notary Public Sandra B. Goza
My Commission Expires 7-12-2011

Architect's Certificate of Payment

In accordance with the contract documents based on on site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED Johnny T. Johnson \$ 68,657.97
(Attached explanation if amount differs from the amount applied for)
Architect

By Johnny T. Johnson Date 1-21-02

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702 APPLICATION
THE AMERICAN INSTITUTE OF



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NOTON, D C 20006

G702 1983

0002104

CONTINUATION SHEET

tractor's signed Certification is attached
 bulations below amounts are stated to the nearest dollar
 Column 1 on Contracts where variable retainage for line item may apply

APPLICATION NUMBER 1
 APPLICATION DATE 11/30/01
 PERIOD TO 11/30/01
 ARCHITECT'S PROJECT NO

M O	B	C	E		F	G	H		I
	DESCRIPTION OF WORK	SCHEDULE VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	/ (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Streets	\$302 142 60	\$0 00	\$13 498 00	\$0 00	\$13 498 00	4 47%	\$288 644 60	\$1 349 80
2	Storm Drainage	\$136 830 50	\$0 00	\$2 820 00	\$0 00	\$2 820 00	2 06 /	\$134 010 50	\$282 00
3	Water System	\$151 071 00	\$0 00	\$540 00	\$0 00	\$540 00	0 36 %	\$150 531 00	\$54 00
4	On Site Sewer	\$105 714 00	\$0 00	\$4 625 00	\$2 290 87	\$6 915 87	6 54 %	\$98 798 13	\$691 59
5	Off Site Sewer	\$103 253 00	\$0 00	\$5 740 00	\$13 634 27	\$19 374 27	18 78 /	\$83 878 73	\$1 937 43
6	Change Orders	\$33 138 50	\$0 00	\$33 138 50	\$0 00	\$33 138 50	100 00%	\$0 00	\$3 313 85
	Sums	\$832 149 60	\$0 00	\$60 361 50	\$15 925 14	\$76 286 64	9 17 /	\$755 862 96	\$7 628 67

0002105

Estimated Quantities and Unit Prices

ie Courtyards at Rolling Creek
 ase 1 - 57 Lots
 chland County S C

Description	Unit	Unit Cost	Total Estimated Contract	Previous Estimate	This Estimate	Total to Date
reefs						
Clearing and grubbing road ROW	4 76 AC	3000 00	14280 00			
Strip store & replace topsoil	1 LS	4800 00	4800 00	0 00	50%	7140 00
Grading mass/fine	1 LS	95000 00	95000 00	0 00		0 00
Concrete key	1 EA	250 00	250 00	0 00		0 00
Silt fence	1160 LF	3 00	3480 00	0 00		0 00
Mud mat at entrance	1 LS	500 00	500 00	0 00	486	1458 00
Curb 18 L Type	2908 LF	7 50	21810 00	0 00		0 00
Curb 18 Roll Type	6552 LF	5 00	32760 00	0 00		0 00
1 1/2" Asphalt paving	12002 SY	3 25	39006 50	0 00		0 00
6 Macadam	12002 SY	5 55	66611 10	0 00		0 00
Street name sign	3 EA	290 00	870 00	0 00		0 00
Speed limit sign	3 EA	220 00	660 00	0 00		0 00
Traffic circle sign	3 EA	260 00	780 00	0 00		0 00
Stop sign	4 EA	220 00	880 00	0 00		0 00
One way sign	2 EA	220 00	440 00	0 00		0 00
Yield sign	1 EA	220 00	220 00	0 00		0 00
Pavement ends sign	1 EA	220 00	220 00	0 00		0 00
Dead end sign	1 EA	220 00	220 00	0 00		0 00
Flowable fill	1 CY	65 00	65 00	0 00		0 00
Grassing	3 AC	1500 00	4500 00	0 00		0 00
Construction staking	1 LS	9800 00	9800 00	0 00		0 00
Ripped rock	1 CY	40 00	40 00	0 00	50%	4900 00
Blasted rock	1 CY	50 00	50 00	0 00		0 00
4 PVC conduit	350 LF	5 00	1750 00	0 00		0 00
4 Wide concrete sidewalk	420 LF	7 50	3150 00	0 00		0 00
Subtotal			302142 60	0 00		13498 00
orm Drainage						
54 CMP (Aluminum)	250 LF	72 00	18000 00	0 00		0 00
54 RCP	22 LF	85 00	1870 00	0 00		0 00
48 RCP	356 LF	63 50	22606 00	0 00		0 00
24 RCP	523 LF	25 50	13336 50	0 00		0 00
18 RCP	1388 LF	21 00	29148 00	0 00		0 00
54 Grouted rip rap outlet	1 EA	600 00	600 00	0 00		0 00
48" Grouted np rap outlet	1 EA	500 00	500 00	0 00		0 00
18" CMP (Aluminum)	140 LF	18 00	2520 00	0 00		0 00
18 Flared end section	2 EA	650 00	1300 00	0 00		0 00

0002106

Item	Unit	QTY	UNIT PRICE	AMOUNT	DISCOUNT	NET AMOUNT	TAX	TOTAL
Rip rap & filter fabric	77 CY	60.00	4620.00					
Underdrains	330 LF	8.50	2805.00					
Florida type catch basin	18 EA	1500.00	27000.00					
Junction box	2 EA	1250.00	2500.00					
Pedestal type catch basin	1 EA	1400.00	1400.00					
Flowable fill as needed	1 CY	65.00	65.00					
Construction staking	1 LS	1400.00	1400.00					
Grassing	0.59 AC	3000.00	1770.00					
Ripped rock	1 CY	40.00	40.00					
Blasted rock	1 CY	50.00	50.00					
Inlet protection	19 EA	100.00	1900.00					
Clear off road pipe R/W	1700 LF	2.00	3400.00					
Subtotal			136830.50					
Water System								
12" DIP	3148 LF	21.00	66108.00					
12" Cross	2 EA	650.00	1300.00					
12" x 6" Tee	2 EA	480.00	960.00					
12" x 12" Tee	1 EA	500.00	500.00					
Fire hydrant, tee & valve	6 EA	1920.00	11520.00					
12" X 8" Reducer	2 EA	320.00	640.00					
12" 90 Degree bend MJ	2 EA	340.00	680.00					
12" 22 1/2 Degree bend MJ	3 EA	340.00	1020.00					
12" x 4" Reducer	2 EA	300.00	600.00					
8" x 10" Tapping sleeve/valve (tap fee)	1 EA	3600.00	3600.00					
8" X 8" Tee	4 EA	350.00	1400.00					
8" 90 Degree bend	2 EA	275.00	550.00					
8" X 4" Reducer	3 EA	180.00	540.00					
8" Plug	1 EA	100.00	100.00					
8" Gate valves	7 EA	740.00	5180.00					
8" PVC Pipe	2316 LF	10.50	24318.00					
4" PVC Pipe	1425 LF	6.00	8550.00					
4" Gate valves	5 EA	400.00	2000.00					
2 1/2" Blow off assembly	3 EA	450.00	1350.00					
3/4" Services - Short	34 EA	220.00	7480.00					
3/4" Services - Long	23 EA	100.00	2300.00					
4" Plugs	2 EA	50.00	100.00					
12" Gate valve	0 EA	1380.00	0.00					
8" DIP	40 LF	15.00	600.00					
12" x 6" Reducer	1 EA	320.00	320.00					
Ripped rock	1 CY	40.00	40.00					
Blasted rock	1 CY	50.00	50.00					
Construction staking	1 LS	1800.00	1800.00					
Flowable fill	1 CY	65.00	65.00					
Mud mat at Brook View Lane	1 LS	500.00	500.00					
Clear off road pipe R/W	3450 LF	2.00	6900.00					
Subtotal			151071.00					

On Site Sewer

1	8" PVC 0-6	1548 LF	12 00	18576 00					
2	6 8	1779 LF	13 00	23127 00	0 00		0 00		0
3	8-10	749 LF	15 00	11235 00	0 00		0 00		0
4	10 12	88 LF	17 00	1496 00	0 00		0 00		0
5	8 DIP Extra	300 LF	8 00	2400 00	0 00		0 00		0
6	4 Diameter manhole 0-6	12 EA	1000 00	12000 00	0 00		0 00		0
7	6 8	7 EA	1100 00	7700 00	0 00		0 00		0
8	8 10	2 EA	1300 00	2600 00	0 00		0 00		0
9	10 12	1 EA	1600 00	1600 00	0 00		0 00		0
10	Tie to existing manhole	1 EA	500 00	500 00	0 00		0 00		0
11	8 Drop	3 5 VF	150 00	525 00	0 00		0 00		0
12	Long Service	39 EA	350 00	13650 00	0 00		0 00		0
13	Short Service	18 EA	150 00	2700 00	0 00		0 00		0
14	Flowable fill as needed	1 CY	65 00	65 00	0 00		0 00		0
15	Construction staking	1 LS	2250 00	2250 00	0 00		0 00		0
16	Ripped rock	1 CY	40 00	40 00	0 00	90%	2025 00	90%	20
17	Blasted rock	1 CY	50 00	50 00	0 00		0 00		0
18	Clear off road pipe R/W	2600 LF	2 00	5200 00	0 00		0 00		0
	Subtotal			105714 00	0 00	50%	2600 00	50%	26
							4625 00		46

Off Site Sewer

1	18" PVC 0-6	653 LF	22 00	14366 00					
2	6 8	961 LF	25 00	24025 00	0 00		0 00		0
3	8-10	30 LF	28 00	840 00	0 00		0 00		0
4	18 DIP Extra	111 LF	35 00	3885 00	0 00		0 00		0
5	5 Diameter manhole 0-6	1 EA	1400 00	1400 00	0 00		0 00		0
6	6-8	6 EA	1600 00	9600 00	0 00		0 00		0
7	Extend manhole 36 above ground	7 EA	700 00	4900 00	0 00		0 00		0
8	Connect to existing manhole	1 EA	1500 00	1500 00	0 00		0 00		0
9	Interior coating of manholes	49 VF	125 00	6125 00	0 00		0 00		0
10	15 PVC 0-6	558 LF	17 00	9486 00	0 00		0 00		0
11	6-8	428 LF	19 00	8132 00	0 00		0 00		0
12	8-10	12 LF	22 00	264 00	0 00		0 00		0
13	4 Diameter manhole 0-6	1 EA	1000 00	1000 00	0 00		0 00		0
14	6 8	3 EA	1100 00	3300 00	0 00		0 00		0
15	Extend manhole 36 above ground	4 EA	500 00	2000 00	0 00		0 00		0
16	Interior coating of manholes	35 VF	125 00	4375 00	0 00		0 00		0
17	Water tight frame & cover	11 EA	100 00	1100 00	0 00		0 00		0
18	Ripped rock	1 CY	40 00	40 00	0 00		0 00		0
19	Blasted rock	1 CY	50 00	50 00	0 00		0 00		0
20	Construction staking	1 LS	1500 00	1500 00	0 00		0 00		0
21	Flowable fill	1 CY	65 00	65 00	0 00		0 00		0
22	Clear off road pipe R/W	2650 LF	2 00	5300 00	0 00	100 %	1500 00	100 %	15
	Subtotal			103253 00	0 00	80%	4240 00	80%	4
							5740 00		5
Total Contract Work Completed				799011 10	0 00		27223 00		27

0002108

Change Orders and Extra Work

Change Order #1

1	Blasted rock for off site sewer	662 77 CY	50 00	33138 50	0 00	662 77	33138 50	662 77	33138 50
				33138 50	0 00		33138 50		33138 50
Total Change Orders and Extra Work				33138 50	0 00		33138 50		33138 50
Total Work Completed including Change Orders and Extra Work				832149 60	0 00		60361 50		60361 50

Note We understand from our blasting subcontractor that they are charging only for the rock that requires blasting

0002109

TO (OWNER)	SEL Properties LLC P O Box 510 Winnsboro SC 29180	PROJECT	The Courtyards at Rolling Creek Phase 1 - 57 Lots Richland County SC	APPLICATION # 2	Distribution to ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR
FROM (CONTRACTOR)	Newman Construction Inc 500 Myrtle Beach Hwy Sumter SC 29153 5014	VIA(Architect)	Letts Associates Inc P O Box 212327 Columbia SC 29221 2327	PERIOD TO 12/31/01	☐
CONTRACT FOR				ARCHITECT S PROJECT NO	☐
				CONTRACT DATE	10/26/01

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary		
Change Orders approved in Previous months by Owner		
Total	33 138 50	0 00
Approved this month		0 00
Number	Dated Approved	
2	\$12,424 50	
3	\$ 1,094 00	
Totals		46 657 00
Net change by Change Orders		46 657 00

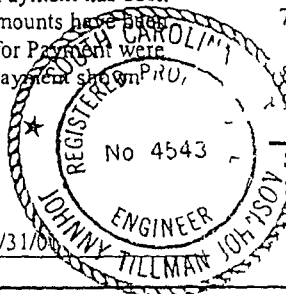
Application is made for Payment as shown below in connection with the Contract Continuation Sheet AIA Document G703 is attached

1 ORIGINAL CONTRACT SUM	\$ 799 011 10
2 Net change by Change Orders	\$ 46 657 00
3 CONTRACT SUM TO DATE (line 1+2)	\$ 845 668 10
4 Total Completed & STORED TO DATE (Column G on G703)	\$ 247 967 91
5 Retainage	
10 00% of Completed Work (column D + E on G703)	\$ 23 704 21
10 00% of Stored Material (column F on G703)	\$ 1 092 58
Total Retainage (Line 5a + 5b or total in Column I of G703)	\$ 24 796 79
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$ 223 171 12
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 68 657 97
8 CURRENT PAYMENT DUE	\$ 154 513 15
9 BALANCE TO FINISH PLUS RETAINAGE (LINE 3 LESS LINE 6)	\$ 622 496 98

The undersigned contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due

CONTRACTOR Newman Construction Inc

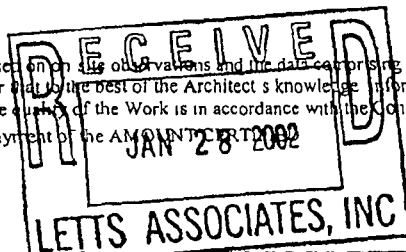
By Barlene V. Long Date 12/31/01



State of SC County of Sumter
Subscribed and sworn to before me this 31 day of December 2001
Notary Public Sandra B. Goza
My Commission Expires 7-12-2011

Architect's Certificate of Payment

In accordance with the contract documents based on the observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated the amount of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED



AMOUNT CERTIFIED \$ 154,513.15

(Attached explanation if amount differs from the amount applied for)

Architect

By Johnny T. Letts Date 1-29-02

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

0002110

CONTINUATION SHEET

Contractor's signed Certification is attached
 Tabulations below amounts are stated to the nearest dollar
 Use Column 1 on Contracts where variable retainage for line item may apply

APPLICATION NUMBER 2
 APPLICATION DATE 12/31/01
 PERIOD TO 12/31/01
 ARCHITECT'S PROJECT NO

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C G)	I RETAINAGE
			WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Streets	\$302 142 60	\$13 498 00	\$52 226 00	\$0 00	\$65 724 00	21 75 %	\$236 418 60	\$6 572 40
2	Storm Drainage	\$136 830 50	\$2 820 00	\$1 530 00	\$0 00	\$4 350 00	3 18 /	\$132 480 50	\$435 00
3	Water System	\$151 071 00	\$540 00	\$12 837 00	\$11 683 77	\$25 060 77	16 59 /	\$126 010 23	\$2 506 08
4	On Site Sewer	\$105 714 00	\$6 915 87	\$15 827 00	\$12 876 27	\$35 619 14	33 69%	\$70 094 86	\$3 561 91
5	Off Site Sewer	\$103 253 00	\$19 374 27	\$64 956 00	(\$13 634 27)	\$70 696 00	68 47 %	\$32 557 00	\$7 069 60
6	Change Orders	\$46 657 00	\$33 138 50	\$13 379 50	\$0 00	\$46 518 00	99 70 /	\$139 00	\$4 651 80
	Sums	\$845 668 10	\$76 286 64	\$160 755 50	\$10 925 77	\$247 967 91	29 32 /	\$597 700 19	\$24 796 79

0002111

Estimated Quantities and Unit Prices

The Courtyards at Rolling Creek
Phase 1 57 Lots
Richland County S C

Description	Unit	Unit Cost	Total Estimated Contract		Previous Estimate		This Estimate		Total to Date
Streets									
1	Cleaning and grubbing road R O W	4 76 AC	3000 00	14280 00					
2	Strip store & replace topsoil	1 LS	4800 00	4800 00	50%	7140 00	45%	6426 00	95 %
3	Grading mass/fine	1 LS	95000 00	95000 00		0 00	50%	2400 00	50%
4	Concrete key	1 EA	250 00	250 00		0 00	40%	38000 00	40%
5	Silt fence	1160 LF	3 00	3480 00	486	1458 00		0 00	0
6	Mud mat at entrance	1 LS	500 00	500 00		0 00	100%	500 00	486
7	Curb 18 L Type	2908 LF	7 50	21810 00		0 00		0 00	100%
8	Curb 18 Roll Type	6552 LF	5 00	32760 00		0 00		0 00	0
9	1 1/2 Asphalt paving	12002 SY	3 25	39006 50		0 00		0 00	0
10	6 Macadam	12002 SY	5 55	66611 10		0 00		0 00	0
11	Street name sign	3 EA	290 00	870 00		0 00		0 00	0 %
12	Speed limit sign	3 EA	220 00	660 00		0 00		0 00	0 %
13	Traffic circle sign	3 EA	260 00	780 00		0 00		0 00	0
14	Stop sign	4 EA	220 00	880 00		0 00		0 00	0 %
15	One way sign	2 EA	220 00	440 00		0 00		0 00	0 %
16	Yield sign	1 EA	220 00	220 00		0 00		0 00	0
17	Pavement ends sign	1 EA	220 00	220 00		0 00		0 00	0
18	Dead end sign	1 EA	220 00	220 00		0 00		0 00	0
19	Flowable fill	1 CY	65 00	65 00		0 00		0 00	0
20	Grassing	3 AC	1500 00	4500 00		0 00		0 00	0 %
21	Construction staking	1 LS	9800 00	9800 00	50%	4900 00	50 %	4900 00	100 %
22	Ripped rock	1 CY	40 00	40 00		0 00		0 00	0
23	Blasted rock	1 CY	50 00	50 00		0 00		0 00	0
24	4 PVC conduit	350 LF	5 00	1750 00		0 00		0 00	0
25	4 Wide concrete sidewalk	420 LF	7 50	3150 00		0 00		0 00	0
	Subtotal			302142 60		13498 00		52226 00	0
Storm Drainage									
1	54" CMP (Aluminum)	250 LF	72 00	18000 00		0 00		0 00	0
2	54 RCP	22 LF	85 00	1870 00		0 00		0 00	0
3	48 RCP	356 LF	63 50	22606 00		0 00		0 00	0
4	24 RCP	523 LF	25 50	13336 50		0 00		0 00	0
5	18 RCP	1388 LF	21 00	29148 00		0 00		0 00	0
6	54 Grouted rip rap outlet	1 EA	600 00	600 00		0 00		0 00	0
7	48 Grouted rip rap outlet	1 EA	500 00	500 00		0 00		0 00	0
8	18 CMP (Aluminum)	140 LF	18 00	2520 00		0 00		0 00	0
9	18 Flared end section	2 EA	650 00	1300 00		0 00		0 00	0

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10	Rip rap & filter fabric	77 CY	60 00	4620 00						
11	Underdrains	330 LF	8 50	2805 00	0 00		0 00	0	0 00	
12	Florida type catch basin	18 EA	1500 00	27000 00	0 00		0 00	0	0 00	
13	Junction box	2 EA	1250 00	2500 00	0 00		0 00	0	0 00	
14	Pedestal type catch basin	1 EA	1400 00	1400 00	0 00		0 00	0	0 00	
15	Flowable fill as needed	1 CY	65 00	65 00	0 00		0 00	0	0 00	
16	Construction staking	1 LS	1400 00	1400 00	0 00		0 00	0	0 00	
17	Grassing	0 59 AC	3000 00	1770 00	80%	1120 00	0 00	80%	1120 00	
18	Ripped rock	1 CY	40 00	40 00	0 00		0 00	0	0 00	
19	Blasted rock	1 CY	50 00	50 00	0 00		0 00	0	0 00	
20	Inlet protection	19 EA	100 00	1900 00	0 00		0 00	0	0 00	
21	Clear off road pipe R/W	1700 LF	2 00	3400 00	0 00		0 00	0	0 00	
	Subtotal			<u>136830 50</u>	50%	<u>1700 00</u>	45%	<u>1530 00</u>	95 % <u>3230 00</u>	
									<u>4350 00</u>	
Water System										
1	12" DIP	3148 LF	21 00	66108 00						
2	12 Cross	2 EA	650 00	1300 00	0 00		72	1512 00	72	1512 00
3	12 x 6 Tee	2 EA	480 00	960 00	0 00			0 00	0	0 00
4	12 x 12 Tee	1 EA	500 00	500 00	0 00			0 00	0	0 00
5	Fire hydrant tee & valve	6 EA	1920 00	11520 00	0 00			0 00	0	0 00
6	12 X 8 Reducer	2 EA	320 00	640 00	0 00			0 00	0	0 00
7	12 90 Degree bend MJ	2 EA	340 00	680 00	0 00			0 00	0	0 00
8	12 22 1/2 Degree bend MJ	3 EA	340 00	1020 00	0 00			0 00	0	0 00
9	12 x 4 Reducer	2 EA	300 00	600 00	0 00			0 00	0	0 00
10	8 x 10 Tapping sleeve/valve (tap fee)	1 EA	3600 00	3600 00	0 00			0 00	0	0 00
11	8 X 8 Tee	4 EA	350 00	1400 00	0 00		1	3600 00	1	3600 00
12	8 90 Degree bend	2 EA	275 00	550 00	0 00			0 00	0	0 00
13	8 X 4 Reducer	3 EA	180 00	540 00	0 00			0 00	0	0 00
14	8 Plug	1 EA	100 00	100 00	0 00			0 00	0	0 00
15	8 Gate valves	7 EA	740 00	5180 00	0 00			0 00	0	0 00
16	8 PVC Pipe	2316 LF	10 50	24318 00	0 00			0 00	0	0 00
17	4 PVC Pipe	1425 LF	6 00	8550 00	0 00			0 00	0	0 00
18	4 Gate valves	5 EA	400 00	2000 00	0 00			0 00	0	0 00
19	2 1/2 Blow off assembly	3 EA	450 00	1350 00	0 00			0 00	0	0 00
20	3/4 Services Short	34 EA	220 00	7480 00	0 00			0 00	0	0 00
21	3/4 Services Long	23 EA	100 00	2300 00	0 00			0 00	0	0 00
22	4 Plugs	2 EA	50 00	100 00	0 00			0 00	0	0 00
23	12 Gate valve	0 EA	1380 00	0 00	0 00			0 00	0	0 00
24	8 DIP	40 LF	15 00	600 00	0 00			0 00	0	0 00
25	12 x 6 Reducer	1 EA	320 00	320 00	0 00			0 00	0	0 00
26	Ripped rock	1 CY	40 00	40 00	0 00			0 00	0	0 00
27	Blasted rock	1 CY	50 00	50 00	0 00			0 00	0	0 00
28	Construction staking	1 LS	1800 00	1800 00	0 00			0 00	0	0 00
29	Flowable fill	1 CY	65 00	65 00	30%	540 00	65%	1170 00	95%	1710 00
30	Mud mat at Brook View Lane	1 LS	500 00	500 00	0 00			0 00	0	0 00
31	Clear off road pipe R/W	3450 LF	2 00	6900 00	0 00			0 00	0%	0 00
	Subtotal			<u>151071 00</u>		<u>540 00</u>	95%	<u>6555 00</u>	95%	<u>6555 00</u>
								<u>12837 00</u>		<u>13377 00</u>

0002114

On Site Sewer									
1	8" PVC 0 6	1548 LF	12 00	18576 00					
2	6 8	1779 LF	13 00	23127 00	0 00		236	2832 00	236
3	8 10	749 LF	15 00	11235 00	0 00		258	3354 00	258
4	10 12	88 LF	17 00	1496 00	0 00		81	1215 00	81
5	8 DIP Extra	300 LF	8 00	2400 00	0 00		38	646 00	38
6	4 Diameter manhole 0 6	12 EA	1000 00	12000 00	0 00			0 00	0
7	6 8	7 EA	1100 00	7700 00	0 00	80%	2	1600 00	2
8	8 10	2 EA	1300 00	2600 00	0 00	80%	2	1760 00	2
9	10 12	1 EA	1600 00	1600 00	0 00	80%	2	2080 00	2
10	Tie to existing manhole	1 EA	500 00	500 00	0 00			0 00	0
11	8 Drop	3 5 VF	150 00	525 00	0 00			0 00	0
12	Long Service	39 EA	350 00	13650 00	0 00			0 00	0
13	Short Service	18 EA	150 00	2700 00	0 00			0 00	0
14	Flowable fill as needed	1 CY	65 00	65 00	0 00			0 00	0
15	Construction staking	1 LS	2250 00	2250 00	0 00			0 00	0
16	Ripped rock	1 CY	40 00	40 00	90%	2025 00		0 00	90 %
17	Blasted rock	1 CY	50 00	50 00	0 00			0 00	0
18	Clear off road pipe R/W	2600 LF	2 00	5200 00	0 00			0 00	0
	Subtotal			105714 00	50%	2600 00	45%	2340 00	95 %
						4625 00		15827 00	20452 00
Off Site Sewer									
1	18" PVC 0-6	653 LF	22 00	14366 00					
2	6 8	961 LF	25 00	24025 00	0 00		653	14366 00	653
3	8 10	30 LF	28 00	840 00	0 00		961	24025 00	961
4	18 DIP Extra	111 LF	35 00	3885 00	0 00		30	840 00	30
5	5 Diameter manhole 0 6	1 EA	1400 00	1400 00	0 00		111	3885 00	111
6	6 8	6 EA	1600 00	9600 00	0 00	80%	1	1120 00	1
7	Extend manhole 36' above ground	7 EA	700 00	4900 00	0 00	80%	6	7680 00	6
8	Connect to existing manhole	1 EA	1500 00	1500 00	0 00			0 00	0
9	Interior coating of manholes	49 VF	125 00	6125 00	0 00		1	1500 00	1
10	15 PVC 0 6	558 LF	17 00	9486 00	0 00			0 00	0
11	6 8	428 LF	19 00	8132 00	0 00		335	5695 00	335
12	8 10	12 LF	22 00	264 00	0 00		130	2470 00	130
13	4 Diameter manhole 0 6	1 EA	1000 00	1000 00	0 00			0 00	0
14	6 8	3 EA	1100 00	3300 00	0 00	80%	1	800 00	1
15	Extend manhole 36' above ground	4 EA	500 00	2000 00	0 00	80%	1	880 00	1
16	Interior coating of manholes	35 VF	125 00	4375 00	0 00			0 00	0
17	Water tight frame & cover	11 EA	100 00	1100 00	0 00			0 00	0
18	Ripped rock	1 CY	40 00	40 00	0 00		9	900 00	9
19	Blasted rock	1 CY	50 00	50 00	0 00			0 00	0
20	Construction staking	1 LS	1500 00	1500 00	0 00			0 00	0
21	Flowable fill	1 CY	65 00	65 00	100%	1500 00		0 00	100%
22	Clear off road pipe R/W	2650 LF	2 00	5300 00	0 00			0 00	0
	Subtotal			103253 00	80%	4240 00	15%	795 00	95%
						5740 00		64956 00	5035 00
Total Contract Work Completed				799011 10		27223 00		147376 00	174599 00

Change Orders and Extra Work

Change Order #1

1	Blasted rock for off site sewer	662 77 CY	50 00	33138 50	662 77	33138 50	0 00	662 77	33138 50
				33138 50		33138 50	0 00		33138 50

Change Order #2

1	Blasted rock for off site sewer	248 49 CY	50 00	12424 50		0 00	248 49	12424 50	248 49	12424 50
				12424 50		0 00		12424 50		12424 50

Change Order #3

On Site Sewer

1	8 PVC 0 6	60 LF	12 00	720 00	0 00			0 00	0	0 00	
2	6 8	70 LF	13 00	910 00	0 00			0 00	0	0 00	
3	8 10	65 LF	15 00	975 00	0 00			0 00	0	0 00	
4	10 12	72 LF	17 00	1224 00	0 00			0 00	0	0 00	
5	4 Diameter manhole 0 6	1 EA	1000 00	1000 00	0 00	80 /	1	800 00	80%	1	800 00
6	6 8	1 EA	1100 00	1100 00	0 00	80%	1	880 00	80%	1	880 00
7	8 10	2 EA	1300 00	2600 00	0 00	80%	2	2080 00	80%	2	2080 00
8	10 12	2 EA	1600 00	3200 00	0 00	80%	2	2560 00	80%	2	2560 00
9	8 Drop	7 VF	150 00	1050 00	0 00		7	1050 00		7	1050 00

Off Site Sewer

10	Embed 18 DIP off site sewer in concrete per revised plan	5 CY	85 00	425 00		0 00		5	425 00		5	425 00

Water

11	12 45 Degree MJ water line bend at creek crossing per revised plan	2 EA	340 00	680 00		0 00		2	680 00		2	680 00
				1094 00		0 00			955 00			955 00

Total Change Orders and Extra Work				46657 00		33138 50		13379 50		46518 00

Total Work Completed including Change Orders and Extra Work				845668 10		60361 50		160755 50		221117 00

Note We understand from our blasting subcontractor that they are charging only for the rock that requires blasting

Note The quantities and depths for the on site sewer have changed due to revisions in the plans

0002115

TO (OWNER) S E L Properties, LLC PROJECT The Courtyards at Rolling Creek APPLICATION # Distribution to
P O Box 510 Phase 1 - 57 Lots 3 ☐ OWNER
Winnsboro SC 29180 Richland County SC PERIOD TO 1/31/02 ☐ ARCHITECT
FROM (CONTRACTOR) Newman Construction, Inc VIA(Architect) Letts Associates Inc ARCHITECT S ☐ CONTRACTOR
500 Myrtle Beach Hwy P O Box 212327 PROJECT NO ☐
Sumter SC 29153 5014 Columbia SC 29221 2327 CONTRACT DATE 10/26/01

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary		
Change Orders approved in Previous months by Owner Total	Additions	Deductions
	46 657 00	0 00
Approved this month	51 234 70	0 00
Number	Dated Approved	
Totals	97 891 70	0 00
Net change by Change Orders	97 891 70	0 00

The undersigned contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR Newman Construction, Inc

By Darlene V. Ovey Date 1/31/02

Application is made for Payment as shown below in connection with the Contract Continuation Sheet, AIA Document G703 is attached

1	ORIGINAL CONTRACT SUM	\$	799 011 10
2	Net change by Change Orders	\$	97 891 70
3	CONTRACT SUM TO DATE (line 1+2)	\$	896 902 80
4	Total Completed & STORED TO DATE (Column G on G703)	\$	438 741 52
5	Retainage		
	10 00% of Completed Work (column D + E on G703)	\$	42 733 21
	10 00% of Stored Material (column F on G703)	\$	1,140 94
	Total Retainage (Line 5a + 5b or total in Column I of G703)	\$	43,874 15
6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$	394 867 37
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	223 171 12
8	CURRENT PAYMENT DUE	\$	171 696 25
9	BALANCE TO FINISH, PLUS RETAINAGE (LINE 3 LESS LINE 6)	\$	502 035 43

State of SC County of Sumter
Subscribed and sworn to before me this 31 day of January 2002
Notary Public Sandra B. Goya
My Commission Expires 7-12-2011

Architect's Certificate of Payment

In accordance with the contract documents based on on site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ 171,696.25

(Attached explanation of amount differs from the amount applied for)
Architect

By John W. Johnson Date 3-8-02

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

CONTINUATION SHEET

Contractor's signed Certification is attached

In tabulations below amounts are stated to the nearest dollar

Use Column 1 on Contracts where variable retainage for line item may apply

APPLICATION NUMBER

3

APPLICATION DATE

1/31/02

PERIOD TO

1/31/02

ARCHITECT'S PROJECT NO

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1	Streets	\$302 142 60	\$65 724 00	\$9 500 00	\$0 00	\$75 224 00	24 90%	\$226 918 60	\$7 522 40
2	Storm Drainage	\$136 830 50	\$4 350 00	\$49 261 00	\$0 00	\$53 611 00	39 18%	\$83 219 50	\$5 361 10
3	Water System	\$151 071 00	\$25 060 77	\$600 00	\$26 576 55	\$52 237 32	34 58%	\$98 833 68	\$5 223 73
4	On Site Sewer	\$105 714 00	\$35 619 14	\$48 552 50	(\$15 167 14)	\$69 004 50	65 27 %	\$36 709 50	\$6 900 45
5	Off-Site Sewer	\$103 253 00	\$70 696 00	\$11 677 00	\$0 00	\$82 373 00	79 78 %	\$20 880 00	\$8 237 30
6	Change Orders	\$97 891 70	\$46 518 00	\$59 773 70	\$0 00	\$106 291 70	108 58%	(\$8 400 00)	\$10 629 17
	Sums	\$896 902 80	\$247 967 91	\$179 364 20	\$11 409 41	\$438 741 52	48 92%	\$458 161 28	\$43 874 15

0002117

Tuesday, March 05, 2002

JOB NAME ROLLING CREEK COURTYARDS Job # RC22

Page 1 of 1

Estimated Quantities and Unit Prices

The Courtyards at Rolling Creek
Phase 1 - 57 Lots
Richland County S C

Description	Unit	Unit Cost	Total Estimated Contract		Previous Estimate		This Estimate		Total to Date
Streets									
1 Clearing and grubbing road R O W	4 76 AC	3000 00	14280 00	95%	13566 00		0 00	95%	13566 00
2 Strip, store & replace topsoil	1 LS	4800 00	4800 00	50%	2400 00		0 00	50%	2400 00
3 Grading mass/fine	1 LS	95000 00	95000 00	40%	38000 00	10%	9500 00	50%	47500 00
4 Concrete key	1 EA	250 00	250 00		0 00		0 00	0	0 00
5 Silt fence	1160 LF	3 00	3480 00	486	1458 00		0 00	486	1458 00
6 Mud mat at entrance	1 LS	500 00	500 00	100%	500 00		0 00	100%	500 00
7 Curb 18 L Type	2908 LF	7 50	21810 00		0 00		0 00	0	0 00
8 Curb 18 Roll Type	6552 LF	5 00	32760 00		0 00		0 00	0	0 00
9 1 1/2' Asphalt paving	12002 SY	3 25	39006 50		0 00		0 00	0	0 00
10 6 Macadam	12002 SY	5 55	66611 10		0 00		0 00	0%	0 00
11 Street name sign	3 EA	290 00	870 00		0 00		0 00	0%	0 00
12 Speed limit sign	3 EA	220 00	660 00		0 00		0 00	0	0 00
13 Traffic circle sign	3 EA	260 00	780 00		0 00		0 00	0%	0 00
14 Stop sign	4 EA	220 00	880 00		0 00		0 00	0%	0 00
15 One way sign	2 EA	220 00	440 00		0 00		0 00	0	0 00
16 Yield sign	1 EA	220 00	220 00		0 00		0 00	0	0 00
17 Pavement ends sign	1 EA	220 00	220 00		0 00		0 00	0	0 00
18 Dead end sign	1 EA	220 00	220 00		0 00		0 00	0	0 00
19 Flowable fill	1 CY	65 00	65 00		0 00		0 00	0%	0 00
20 Grassing	3 AC	1500 00	4500 00		0 00		0 00	0	0 00
21 Construction staking	1 LS	9800 00	9800 00	100%	9800 00		0 00	100%	9800 00
22 Ripped rock	1 CY	40 00	40 00		0 00		0 00	0	0 00
23 Blasted rock	1 CY	50 00	50 00		0 00		0 00	0	0 00
24 4' PVC conduit	350 LF	5 00	1750 00		0 00		0 00	0	0 00
25 4' Wide concrete sidewalk	420 LF	7 50	3150 00		0 00		0 00	0	0 00
Subtotal			302142 60		65724 00		9500 00		75224 00
Storm Drainage									
1 54" CMP (Aluminum)	250 LF	72 00	18000 00		0 00	250	18000 00	250	18000 00
2 54 RCP	22 LF	85 00	1870 00		0 00	22	1870 00	22	1870 00
3 48 RCP	356 LF	63 50	22606 00		0 00	236	14986 00	236	14986 00
4 24 RCP	523 LF	25 50	13336 50		0 00		0 00	0	0 00
5 18 RCP	1388 LF	21 00	29148 00		0 00	280	5880 00	280	5880 00
6 54 Grouted np rap outlet	1 EA	600 00	600 00		0 00		0 00	0	0 00
7 48 Grouted np rap outlet	1 EA	500 00	500 00		0 00		0 00	0	0 00
8 18 CMP (Aluminum)	140 LF	18 00	2520 00		0 00	140	2520 00	140	2520 00
9 18 Flared end section	2 EA	650 00	1300 00		0 00		0 00	0	0 00

0002118

10	Rip rap & filter fabric	77 CY	60 00	4620 00		0 00		0 00	0	0 00		
11	Underdrains	330 LF	8 50	2805 00		0 00		0 00	0	0 00		
12	Florida type catch basin	18 EA	1500 00	27000 00		0 00	50%	6	4500 00	50%	6	4500 00
13	Junction box	2 EA	1250 00	2500 00		0 00	50%	1	625 00	50%	1	625 00
14	Pedestal type catch basin	1 EA	1400 00	1400 00		0 00			0 00		0	0 00
15	Flowable fill as needed	1 CY	65 00	65 00		0 00			0 00		0	0 00
16	Construction staking	1 LS	1400 00	1400 00	80%	1120 00	20%	280 00		100%		1400 00
17	Grassing	0 59 AC	3000 00	1770 00		0 00		0 00			0	0 00
18	Ripped rock	1 CY	40 00	40 00		0 00		0 00			0	0 00
19	Blasted rock	1 CY	50 00	50 00		0 00		0 00			0	0 00
20	Inlet protection	19 EA	100 00	1900 00		0 00		6	600 00		6	600 00
21	Clear off road pipe R/W	1700 LF	2 00	3400 00	95%	3230 00			0 00	95%		3230 00
	Subtotal			136830 50		4350 00			49261 00			53611 00

Water System

1	12" DIP	3148 LF	21 00	66108 00	72	1512 00	0 00	72	1512 00
2	12' Cross	2 EA	650 00	1300 00		0 00	0 00	0	0 00
3	12' x 6 Tee	2 EA	480 00	960 00		0 00	0 00	0	0 00
4	12 x 12 Tee	1 EA	500 00	500 00		0 00	0 00	0	0 00
5	Fire hydrant tee & valve	6 EA	1920 00	11520 00		0 00	0 00	0	0 00
6	12 X 8 Reducer	2 EA	320 00	640 00		0 00	0 00	0	0 00
7	12' 90 Degree bend MJ	2 EA	340 00	680 00		0 00	0 00	0	0 00
8	12 22 1/2 Degree bend MJ	3 EA	340 00	1020 00		0 00	0 00	0	0 00
9	12 x 4 Reducer	2 EA	300 00	600 00		0 00	0 00	0	0 00
10	8 x 10 Tapping sleeve/valve (tap fee)	1 EA	3600 00	3600 00	1	3600 00	0 00	1	3600 00
11	8 X 8 Tee	4 EA	350 00	1400 00		0 00	0 00	0	0 00
12	8 90 Degree bend	2 EA	275 00	550 00		0 00	0 00	0	0 00
13	8' X 4 Reducer	3 EA	180 00	540 00		0 00	0 00	0	0 00
14	8 Plug	1 EA	100 00	100 00		0 00	0 00	0	0 00
15	8 Gate valves	7 EA	740 00	5180 00		0 00	0 00	0	0 00
16	8 PVC Pipe	2316 LF	10 50	24318 00		0 00	0 00	0	0 00
17	4 PVC Pipe	1425 LF	6 00	8550 00		0 00	0 00	0	0 00
18	4 Gate valves	5 EA	400 00	2000 00		0 00	0 00	0	0 00
19	2 1/2 Blow off assembly	3 EA	450 00	1350 00		0 00	0 00	0	0 00
20	3/4 Services - Short	34 EA	220 00	7480 00		0 00	0 00	0	0 00
21	3/4 Services - Long	23 EA	100 00	2300 00		0 00	0 00	0	0 00
22	4 Plugs	2 EA	50 00	100 00		0 00	0 00	0	0 00
23	12 Gate valve	0 EA	1380 00	0 00		0 00	0 00	0	0 00
24	8 DIP	40 LF	15 00	600 00		0 00	40 600 00	40	600 00
25	12' x 6 Reducer	1 EA	320 00	320 00		0 00	0 00	0	0 00
26	Ripped rock	1 CY	40 00	40 00		0 00	0 00	0	0 00
27	Blasted rock	1 CY	50 00	50 00		0 00	0 00	0	0 00
28	Construction staking	1 LS	1800 00	1800 00	95%	1710 00	0 00	95%	1710 00
29	Flowable fill	1 CY	65 00	65 00		0 00	0 00	0	0 00
30	Mud mat at Brook View Lane	1 LS	500 00	500 00		0 00	0 00	0%	0 00
31	Clear off road pipe R/W	3450 LF	2 00	6900 00	95%	6555 00	0 00	95%	6555 00
	Subtotal			151071 00		13377 00	600 00		13977 00

0002119

On Site Sewer

1	8" PVC 0-6	1548 LF	12 00	18576 00	236	2832 00	1080	12960 00	1316	15792 00
2	6-8	1779 LF	13 00	23127 00	258	3354 00	690	8970 00	948	12324 00
3	8-10	749 LF	15 00	11235 00	81	1215 00	359	5385 00	440	6600 00
4	10-12	88 LF	17 00	1496 00	38	646 00	50	850 00	88	1496 00
5	8 DIP Extra	300 LF	8 00	2400 00		0 00	300	2400 00	300	2400 00
6	4 Diameter manhole 0-6	12 EA	1000 00	12000 00	80%	2	1600 00	80%	6	4800 00
7	6-8	7 EA	1100 00	7700 00	80%	2	1760 00	80%	4	3520 00
8	8-10	2 EA	1300 00	2600 00	80%	2	2080 00			0 00
9	10 12	1 EA	1600 00	1600 00			0 00	80%	1	1280 00
10	Tie to existing manhole	1 EA	500 00	500 00			0 00		1	500 00
11	8 Drop	3 5 VF	150 00	525 00			0 00		3 5	525 00
12	Long Service	39 EA	350 00	13650 00			0 00		19	6650 00
13	Short Service	18 EA	150 00	2700 00			0 00		4	600 00
14	Flowable fill as needed	1 CY	65 00	65 00			0 00			0 00
15	Construction staking	1 LS	2250 00	2250 00	90%		2025 00	5%		112 50
16	Ripped rock	1 CY	40 00	40 00			0 00			0 00
17	Blasted rock	1 CY	50 00	50 00			0 00			0 00
18	Clear off road pipe R/W	2600 LF	2 00	5200 00	95%		4940 00			0 00
	Subtotal			105714 00			20452 00			48552 50

Off-Site Sewer

1	18" PVC 0-6	653 LF	22 00	14366 00	653	14366 00			0 00	653	14366 00		
2	6-8	961 LF	25 00	24025 00	961	24025 00			0 00	961	24025 00		
3	8 10	30 LF	28 00	840 00	30	840 00			0 00	30	840 00		
4	18 DIP Extra	111 LF	35 00	3885 00	111	3885 00			0 00	111	3885 00		
5	5 Diameter manhole 0-6	1 EA	1400 00	1400 00	80%	1	1120 00		0 00	80%	1	1120 00	
6	6-8	6 EA	1600 00	9600 00	80%	6	7680 00		0 00	80%	6	7680 00	
7	Extend manhole 36' above ground	7 EA	700 00	4900 00			0 00		0 00		0	0 00	
8	Connect to existng manhole	1 EA	1500 00	1500 00		1	1500 00		0 00		1	1500 00	
9	Interior coating of manholes	49 VF	125 00	6125 00			0 00		0 00		0	0 00	
10	15 PVC 0-6	558 LF	17 00	9486 00	335	5695 00	223	3791 00	558	9486 00			
11	6 8	428 LF	19 00	8132 00	130	2470 00	298	5662 00	428	8132 00			
12	8-10	12 LF	22 00	264 00			0 00	12	264 00	12	264 00		
13	4 Diameter manhole 0-6	1 EA	1000 00	1000 00	80%	1	800 00		0 00	80%	1	800 00	
14	6-8	3 EA	1100 00	3300 00	80%	1	880 00	80%	2	1760 00	80%	3	2640 00
15	Extend manhole 36' above ground	4 EA	500 00	2000 00			0 00		0 00		0	0 00	
16	Interior coating of manholes	35 VF	125 00	4375 00			0 00		0 00		0	0 00	
17	Water tight frame & cover	11 EA	100 00	1100 00		9	900 00	2	200 00	11	1100 00		
18	Ripped rock	1 CY	40 00	40 00			0 00		0 00		0	0 00	
19	Blasted rock	1 CY	50 00	50 00			0 00		0 00		0	0 00	
20	Construction staking	1 LS	1500 00	1500 00	100%		1500 00		0 00	100%		1500 00	
21	Flowable fill	1 CY	65 00	65 00			0 00		0 00		0	0 00	
22	Clear off road pipe R/W	2650 LF	2 00	5300 00	95%		5035 00		0 00	95%		5035 00	
	Subtotal			103253 00			70696 00		11677 00			82373 00	

Total Contract Work Completed

799011 10

174599 00

119590 50

294189 50

Change Orders and Extra WorkChange Order #1

1	Blasted rock for off site sewer	662 77 CY	50 00	33138 50	662 77	33138 50	0 00	662 77	33138 50
				33138 50		33138 50	0 00		33138 50

Change Order #2

1	Blasted rock for off site sewer	248 49 CY	50 00	12424 50	248 49	12424 50	0 00	248 49	12424 50
				12424 50		12424 50	0 00		12424 50

Change Order #3On Site Sewer

1	8	PVC 0-6	-60 LF	12 00	720 00		0 00	-60	720 00	-60	720 00			
2		6 8	70 LF	13 00	910 00		0 00	70	910 00	70	910 00			
3		8-10	-65 LF	15 00	975 00		0 00	-65	975 00	-65	975 00			
4		10-12	72 LF	17 00	1224 00		0 00	72	1224 00	72	1224 00			
5	4	Diameter manhole 0-6	1 EA	1000 00	1000 00	80%	1	800 00	20%	1	200 00	100%	1	1000 00
6		6 8	1 EA	1100 00	1100 00	80%	1	880 00	20%	1	220 00	100%	1	1100 00
7		8 10	2 EA	1300 00	2600 00	80%	2	2080 00	20%	2	520 00	100%	2	2600 00
8		10 12	2 EA	1600 00	3200 00	80%	2	2560 00	20%	2	640 00	100%	2	3200 00
9	8	Drop	7 VF	150 00	1050 00		7	1050 00			0 00		7	1050 00

Off Site Sewer

10	Embed 18 DIP off site sewer in concrete per revised plan	5 CY	85 00	425 00	5	425 00	0 00	5	425 00

Water

11	12 45 Degree MJ water line bend at creek crossing per revised plan	2 EA	340 00	680 00	2	680 00	0 00	2	680 00
				1094 00		955 00	139 00		1094 00

Change Order #4

1	Blasted rock for sewer and water	195 47 CY	50 00	9773 50		0 00	195 47	9773 50	195 47	9773 50
				9773 50		0 00		9773 50		9773 50

Change Order #5

1	Interior coating of manholes	84 VF	100 00	8400 00		0 00		0 00	0	0 00
2	Embed 8 DIP sewer line in concrete	3 CY	85 00	255 00		0 00	3	255 00	3	255 00
3	8 Drop	12 VF	150 00	1800 00		0 00	12	1800 00	12	1800 00
				6345 00		0 00		2055 00		2055 00

Change Order #6

1	54 RCP omitted from bid sheet	200 LF	85 00	17000 00		0 00	200	17000 00	200	17000 00
				17000 00		0 00		17000 00		17000 00

Change Order #7

1	Embed 8 DIP water line in concrete	3 CY	85 00	255 00		0 00	3	255 00	3	255 00
				255 00		0 00		255 00		255 00

Change Order #8

1	Ripped rock	763 78 CY	40 00	30551 20		0 00	763 78	30551 20	763 78	30551 20
				30551 20		0 00		30551 20		30551 20

Total Change Orders and Extra Work				97891 70	46518 00	59773 70	106291 70

Total Work Completed including Change Orders and Extra Work				896902 80	221117 00	179364 20	400481 20

STORED MATERIALS

PROJECT The Courtyards At Rolling Creek
 CONTRACTOR NEWMAN CONSTRUCTION, INC

PROJECT NO _____
 PERIOD 11/1/02 to 11/31/02

ESTIMATE NO 3
 PAGE NO 7

Item	On Hand Last Est.	Received This Period	Total	Installed This Period	On Hand This Est.	Unit Price	Total Amount
SEWER MANHOLES	12,876.27	-0-	12,876.27	12,876.27	-0-		-0-
8" DIP SEWER PIPE	2,290.87	-0-	2,290.87	2,290.87	-0-		-0-
12" DIP WATER PIPE	11,683.77	26,576.55	38,260.32	-0-	38,260.32		38,260.32
Totals	26,850.91	26,576.55	53,427.46	15,167.14	38,260.32		38,260.32

0002122



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 8
Date January 31 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for ripping rock for the on site sewer and storm drain lines as shown on the attached ripped rock excavation sheets

1	Ripped rock	763 78 CY @	40 00 =	<u>30 551 20</u>
Total Change Order				<u><u>\$30 551 20</u></u>

This work will require an additional 5 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	67340 50
The contract sum prior to this change order	866351 60
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	30551 20
The new contract sum including this change order	896902 80

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Signature

DARLENE V IVEY, Controller
Print Name and Title

1/31/02
Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Johnny T Johnson
Print Name and Title

2-22-02
Date

Newman Construction, Inc

Ripped Rock Excavation Sheet

DATE	STATION	LENGTH	WIDTH	DEPTH	TOTAL
1/30/02	ON SITE SANITARY SEWER				
	LINE A11 -				
	Sta 2+50 - 2+97 (8" DIP)	47'	1'75"	5'00"	411.25
	MH # A11-1	6' Ø		5'50"	155.43
	Sta 3+03 - 4+00 (8" PVC)	97'	1'70"	2'75"	453.48
	Sta 4+00 - 4+47 (8" PVC)	47'	1'70"	4'00"	319.60
	MH # A11-2	6' Ø		4'00"	113.04
	Sta 4+53 - 5+07 (8" PVC)	54'	1'70"	2'25"	206.55
	Sta 5+72 - 6+50 (8" PVC)	78'	1'70"	2'00"	265.20
					1924.55 CF
	LINE A11-2				
	Sta 0+03 - 0+47 (8" PVC)	44'	1'70"	6'40"	478.72
	MH # A11-2-1	6' Ø		9'30"	262.82
	Sta 0+53 - 1+00	47'	1'70"	1'90"	151.81
	Sta 1+00 - 3+00	200'	1'70"	2'25"	765.00
	Sta 3+00 - 3+35	35'	1'70"	1'25"	74.38
	Sta 3+58 - 4+61	103'	1'70"	4'90"	857.99
	MH # A11-2-3	6' Ø		9'50"	268.47
	Sta 4+67 - 5+31	64'	1'70"	7'40"	805.12
	MH # A11-2-4	6' Ø		5'50"	155.43
	Sta 5+37 - 5+58	21'	1'70"	3'00"	107.10
	Sta 5+58 - 7+41	183'	1'70"	2'30"	715.53
	MH # A11-2-5	6' Ø		2'00"	56.52
					4698.89 CF

TOTAL CUBIC YARDS THIS SHEET 24531 CY

CJR
12-07

Newman Construction, Inc

Ripped Rock Excavation Sheet

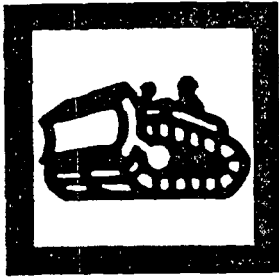
DATE	STATION	LENGTH	WIDTH	DEPTH	TOTAL
1/30/02	ON SITE SANITARY SEWER -				
	LINE A11-2-3				
	Sta 0+03 - 0+75 (8" PVC)	72'	1.70'	3.25'	397.80
	Sta 0+75 - 1+17	42'	1.70'	2.50'	178.50
	Sta 2+50 - 3+00	50'	1.70'	1.00'	85.00
					661.30 CF
	SEWER SERVICES: (6" PVC)				
	Lot # 29	9.5'	1.52'	1.50'	21.66
		25'	1.52'	2.50'	95.00
		12.5'	1.52'	4.75'	90.25
	Lot # 30	9.5'	1.52'	2.50'	36.10
		25'	1.52'	3.50'	133.00
		12.5'	1.52'	5.50'	104.50
	Lot # 31	9.5'	1.52'	3.50'	50.54
		25'	1.52'	3.00'	114.00
		12.5'	1.52'	5.50'	104.50
	Lot # 33	9.5'	1.52'	3.50'	50.54
		25'	1.52'	5.50'	209.00
		12.5'	1.52'	4.00'	76.00
	Lot # 35	43'	1.52'	4.50'	294.12
	Lot # 36	20'	1.52'	3.50'	106.40
	Lot # 38	35'	1.52'	1.50'	79.80
	Lot # 39	45'	1.52'	1.50'	102.60
					1668.01 CF

TOTAL CUBIC YARDS THIS SHEET 86.27 CY

CSB
12

Ripped Rock Excavation Sheet

0002126



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 4
Date January 31 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for blasting rock for the sewer and water lines as shown on the attached rock excavation sheet

1	Blasted rock	195 47 CY @	50 00 =	<u>9 773 50</u>
Total Change Order				<u><u>\$9 773 50</u></u>

This work will require an additional 3 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	46657 00
The contract sum prior to this change order	845668 10
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	9773 50
The new contract sum including this change order	855441 60

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Signature

DARLENE V IVEY, Comptroller
Print Name and Title

1/31/02
Date

Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Johnny T Johnson
Print Name and Title

2-22-02
Date

Pinnacle Drilling & Blasting, Inc.



5124 Road Front
Green Hill SC 29611
P: (864) 220-7441
Fax: (864) 220-7442

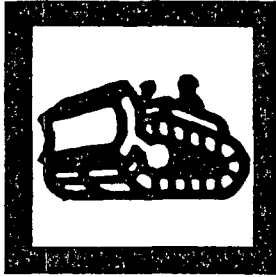
1/16/02

POUGHKEEPSA EXCAVATION INC.

NE 1/4 1/4
Drilling Creek

DATE	STATION	LENGTH	WIDTH	DEPTH	TOTAL
	Sewer				
12/20/01	MH A-11	70		3.5'	134.42
1/16/02	26+08 TO 26+38.5	30.5'	3.0'	3.0'	274.50
12/19/01	Sewerline	210.0'	3.0'	3.0'	1870.00
	Between MHA-11 & A-11-1				
12/21/01	Water Line 12" DIP	200.0'	3.0'	4.0'	2400.00
1/9/02	Water Line 12" DIP	90.0'	3.0'	2.5'	675.00
1/15/02	Water Line 8" PVC	200.0'	3.0'	3.0'	1800.00
1/16/02	Water Line 12" DIP	125.0'	3.0'	3.0'	1125.00
	Off Site Approx 700' from the 11				8299.12
	NEAR FIRE HYDRANT				5277'

TOTAL CUBIC YARDS THIS SHEET 195.47 CY



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 5
Date January 31 2002

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for the use of coal tar epoxy to coat the interior of the off site sanitary sewer manholes, to embed 8" DIP on site sewer in concrete at creek crossing between manholes A11 and A11-1 according to the revised plans and for the manhole drops for manhole A11-1 and A11-2-3 which were not shown on the project bid sheet

1	Interior coating of manholes-coal tar epoxy	84 00 VF @	-100 00 =	-\$8,400 00
2	Embed 8" DIP on site sewer in concrete	3 CY @	85 =	255 00
3	8" Manhole drop	12 00 VF @	150 00 =	1,800 00

Total Change Order -\$6,345 00

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	56430 50
The contract sum prior to this change order	855441 60
The contract sum will be (~~increased~~)(~~decreased~~)(~~unchanged~~) by this change order in the amount of	-6345 00
The new contract sum including this change order	849096 60

Owner
S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V IVEY, Comptroller
Print Name and Title

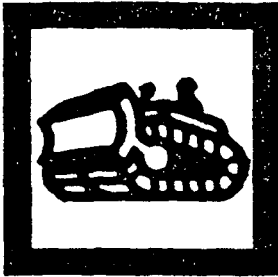
1/31/02
Date

Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Johnny T Johnson
Print Name and Title

2-22-02
Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Change Order No 6
Date January 31 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for 200 LF of 54 RCP storm drain pipe that was omitted from the bid sheet

1	54' RCP	200 LF @	85 00 =	<u>17,000 00</u>
Total Change Order				<u><u>\$17 000 00</u></u>

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	50085 50
The contract sum prior to this change order	849096 60
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	17000 00
The new contract sum including this change order	866096 60

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V Ivey
Print Name and Title

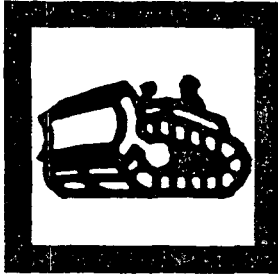
Date

Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Johnny T Johnson
Print Name and Title

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 7
Date January 31 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for concrete encasement of 8" DIP water line at Boyd Branch crossing as instructed by the engineer

1	Concrete encasement of 8" DIP water line	3 CY @	85 00 =	<u>255 00</u>
Total Change Order				<u><u>\$255 00</u></u>

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	67085 50
The contract sum prior to this change order	866096 60
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	255 00
The new contract sum including this change order	866351 60

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Signature

DARLENE V IVEY, Computer
Print Name and Title

1/31/02
Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

Johnny T Johnson
Print Name and Title

2-22-02
Date

3

PARTIAL WAIVER OF LIEN

STATE OF South Carolina

COUNTY OF Richland

Whereas, Newman Const has been employed by S E L Properties, LLC to furnish labor and/or materials for the project known as The Courtyards at Rolling Creek legally described as follows

~~Newman Const~~ Site Improvements

Now, therefore, the undersigned, for and in consideration of the sum of \$ 223,171.12 and other good and valuable consideration, the receipt whereof hereby acknowledged, do hereby waive, relinquish, surrender and release any and all lien, claim, or right to lien on the above said described project and premises arising under and by virtue of the mechanic's lien laws of the State of South Carolina on account of any labor performed or the furnishing of any material to the above described project and premises up to and including the (day) 31st day of (month) JANUARY, (year) 2002. Upon receipt of this month's draw request of \$ 171,696.25 will also waive and release any and all liens or claims, or right to lien on the above project as it relates to the stated draw request.

Dated this (day) 31st day of (month) JANUARY, (year) 2002

CORRECTED
INVOICE FOR
1/31/02

Newman Construction, Inc
(Company)

By Darlene V Ivey
Darlene V Ivey
Its Secretary/Treasurer

STATE OF South Carolina
COUNTY OF Richland

On this (day) 31st day of (month) JANUARY, (year) 2002
Before me, a Notary Public in and for said County and State personally appeared Darlene V. Ivey, to me personally known, who being by me duly sworn, did say that he is an officer of Newman Const, Inc and that said instrument was executed in behalf or said corporation by the authority of its Board of Directors and said officer acknowledged said instrument to be the free act and deed of said corporation.

Sandra S. Goza
Notary Public

My Commission Expires 7-12-2011

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO (OWNER)	S E L Properties LLC P O Box 510 Winnsboro, S C 29180	PROJECT	The Courtyards at Rolling Creek Phase 1 - 57 Lots Richland County S C	APPLICATION #	4	Distribution to	☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR
FROM (CONTRACTOR)	Newman Construction Inc 500 Myrtle Beach Hwy Sumter SC 29153 5014	VIA(Architect)	Letts Associates Inc P O Box 212327 Columbia S C 29221 2327	PERIOD TO	2/28/02	ARCHITECT S	☐
CONTRACT FOR				PROJECT NO		CONTRACT DATE	10/26/01

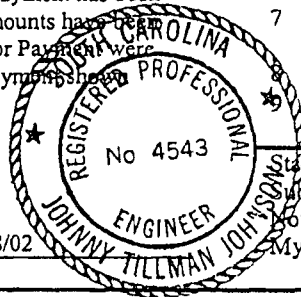
CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary		
Change Orders approved in Previous months by Owner		
Total	97 891 70	0 00
Approved this month	59 882 65	0 00
Number	Dated Approved	
Totals	157 774 35	0 00
Net change by Change Orders	157 774 35	0 00

The undersigned contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments are being made herein is now due

CONTRACTOR Newman Construction, Inc

By Barlene V. Ovey Date 2/28/02



Application is made for Payment as shown below in connection with the Contract Continuation Sheet, AIA Document G703 is attached

1	ORIGINAL CONTRACT SUM	\$	799 011 10
2	Net change by Change Orders	\$	157 774 35
3	CONTRACT SUM TO DATE (line 1+2)	\$	956 785 45
4	Total Completed & STORED TO DATE (Column G on G703)	\$	619 689 92
5	Retainage		
	10 00% of Completed Work	\$	62 774 34
	(column D + E on G703)		
	10 00% of Stored Material	\$	805 35
	(column F on G703)		
	Total Retainage (Line 5a + 5b or total in Column I of G703)	\$	61 968 99
6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$	557 720 93
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	394,867 37
	CURRENT PAYMENT DUE	\$	162,853 56
	BALANCE TO FINISH, PLUS RETAINAGE (LINE 3 LESS LINE 6)	\$	399 064 52

State of SC County of Sumter
Subscribed and sworn to before me this 28 day of February 2002
Notary Public Sandra B. Goya
My Commission Expires 7-12-2011

Architect's Certificate of Payment

In accordance with the contract documents based on on site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED

\$ 162,853 56

(Attached explanation if amount differs from the amount applied for)
Architect

By Johnny Tillman Johnson Date 3-7-02
This Certificate is not negotiable The AMOUNT CERTIFIED is payable only to the Contractor named herein Assuance payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

CONTINUATION SHEET

Contractor's signed Certification is attached

In tabulations below amounts are stated to the nearest dollar

Use Column 1 on Contracts where variable retainage for line item may apply

APPLICATION NUMBER

4

APPLICATION DATE

2/28/02

PERIOD TO

2/28/02

ARCHITECT'S PROJECT NO

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULE VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C G)	J RETAINAGE
			D FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Streets	\$302 142 60	\$75 224 00	\$14 250 00	\$0 00	\$89 474 00	29 61%	\$212 668 60	\$8 947 40
2	Storm Drainage	\$136 830 50	\$53 611 00	\$55 849 50	\$0 00	\$109 460 50	80 00 %	\$27 370 00	\$10 946 05
3	Water System	\$151 071 00	\$52 237 32	\$36 370 00	(\$8 053 50)	\$80 553 82	53 32 /	\$70 517 18	\$8 055 38
4	On Site Sewer	\$105 714 00	\$69 004 50	\$31 164 50	\$0 00	\$100 169 00	94 75%	\$5 545 00	\$10 016 90
5	Off Site Sewer	\$103 253 00	\$82 373 00	\$0 00	\$0 00	\$82 373 00	79 78 %	\$20 880 00	\$8 237 30
6	Change Orders	\$157 774 35	\$106 291 70	\$51 367 90	\$0 00	\$157 659 60	99 93%	\$114 75	\$15 765 96
	Sums	\$956 785 45	\$438 741 52	\$189 001 90	(\$8 053 50)	\$619 689 92	64 77%	\$337 095 53	\$61 968 99

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Estimated Quantities and Unit Prices

The Courtyards at Rolling Creek
Phase 1 - 57 Lots
Richland County S C

Description	Unit	Unit Cost	Total Estimated Contract		Previous Estimate		This Estimate		Total to Date
Streets									
1 Clearing and grubbing road R O W	4 76 AC	3000 00	14280 00	95%	13566 00		0 00	95%	13566 00
2 Strip store & replace topsoil	1 LS	4800 00	4800 00	50%	2400 00		0 00	50%	2400 00
3 Grading mass/fine	1 LS	95000 00	95000 00	50%	47500 00	15%	14250 00	65%	61750 00
4 Concrete key	1 EA	250 00	250 00		0 00		0 00	0	0 00
5 Silt fence	1160 LF	3 00	3480 00	486	1458 00		0 00	486	1458 00
6 Mud mat at entrance	1 LS	500 00	500 00	100%	500 00		0 00	100%	500 00
7 Curb 18 L Type	2908 LF	7 50	21810 00		0 00		0 00	0	0 00
8 Curb 18 Roll Type	6552 LF	5 00	32760 00		0 00		0 00	0	0 00
9 1 1/2 Asphalt paving	12002 SY	3 25	39006 50		0 00		0 00	0	0 00
10 6 Macadam	12002 SY	5 55	66611 10		0 00		0 00	0%	0 00
11 Street name sign	3 EA	290 00	870 00		0 00		0 00	0%	0 00
12 Speed limit sign	3 EA	220 00	660 00		0 00		0 00	0	0 00
13 Traffic circle sign	3 EA	260 00	780 00		0 00		0 00	0%	0 00
14 Stop sign	4 EA	220 00	880 00		0 00		0 00	0%	0 00
15 One way sign	2 EA	220 00	440 00		0 00		0 00	0	0 00
16 Yield sign	1 EA	220 00	220 00		0 00		0 00	0	0 00
17 Pavement ends sign	1 EA	220 00	220 00		0 00		0 00	0	0 00
18 Dead end sign	1 EA	220 00	220 00		0 00		0 00	0	0 00
19 Flowable fill	1 CY	65 00	65 00		0 00		0 00	0%	0 00
20 Grassing	3 AC	1500 00	4500 00		0 00		0 00	0	0 00
21 Construction staking	1 LS	9800 00	9800 00	100%	9800 00		0 00	100%	9800 00
22 Ripped rock	1 CY	40 00	40 00		0 00		0 00	0	0 00
23 Blasted rock	1 CY	50 00	50 00		0 00		0 00	0	0 00
24 4 PVC conduit	350 LF	5 00	1750 00		0 00		0 00	0	0 00
25 4 Wide concrete sidewalk	420 LF	7 50	3150 00		0 00		0 00	0	0 00
Subtotal			302142 60		75224 00		14250 00		89474 00
Storm Drainage									
1 54 CMP (Aluminum)	250 LF	72 00	18000 00	250	18000 00		0 00	250	18000 00
2 54 RCP	22 LF	85 00	1870 00	22	1870 00		0 00	22	1870 00
3 48 RCP	356 LF	63 50	22606 00	236	14986 00	120	7620 00	356	22606 00
4 24 RCP	523 LF	25 50	13336 50		0 00	523	13336 50	523	13336 50
5 18 RCP	1388 LF	21 00	29148 00	280	5880 00	1108	23268 00	1388	29148 00
6 54 Grouted rip rap outlet	1 EA	600 00	600 00		0 00		0 00	0	0 00
7 48 Grouted rip rap outlet	1 EA	500 00	500 00		0 00		0 00	0	0 00
8 18 CMP (Aluminum)	140 LF	18 00	2520 00	140	2520 00		0 00	140	2520 00
9 18 Flared end section	2 EA	650 00	1300 00		0 00		0 00	0	0 00

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10	Rip rap & filter fabric	77 CY	60 00	4620 00			0 00		0 00		0	0 00	
11	Underdrains	330 LF	8 50	2805 00			0 00		0 00		0	0 00	
12	Florida type catch basin	18 EA	1500 00	27000 00	50%	6	4500 00	50%	12	9000 00	50%	18	13500 00
13	Junction box	2 EA	1250 00	2500 00	50%	1	625 00	50%	1	625 00	50%	2	1250 00
14	Pedestal type catch basin	1 EA	1400 00	1400 00			0 00	50%	1	700 00	50%	1	700 00
15	Flowable fill as needed	1 CY	65 00	65 00			0 00			0 00		0	0 00
16	Construction staking	1 LS	1400 00	1400 00			1400 00			0 00	100%		1400 00
17	Grassing	0 59 AC	3000 00	1770 00			0 00			0 00		0	0 00
18	Ripped rock	1 CY	40 00	40 00			0 00			0 00		0	0 00
19	Blasted rock	1 CY	50 00	50 00			0 00			0 00		0	0 00
20	Inlet protection	19 EA	100 00	1900 00		6	600 00		13	1300 00		19	1900 00
21	Clear off road pipe R/W	1700 LF	2 00	3400 00	95%		3230 00			0 00	95%		3230 00
	Subtotal			136830 50			53611 00			55849 50			109460 50

Water System

1	12" DIP	3148 LF	21 00	66108 00		72	1512 00		650	13650 00		722	15182 00
2	12' Cross	2 EA	650 00	1300 00			0 00		1	650 00		1	650 00
3	12' x 6 Tee	2 EA	480 00	960 00			0 00			0 00		0	0 00
4	12' x 12 Tee	1 EA	500 00	500 00			0 00			0 00		0	0 00
5	Fire hydrant tee & valve	6 EA	1920 00	11520 00			0 00			0 00		0	0 00
6	12' X 8 Reducer	2 EA	320 00	640 00			0 00		1	320 00		1	320 00
7	12 90 Degree bend MJ	2 EA	340 00	680 00			0 00		2	680 00		2	680 00
8	12 22 1/2 Degree bend MJ	3 EA	340 00	1020 00			0 00		3	1020 00		3	1020 00
9	12 x 4 Reducer	2 EA	300 00	600 00			0 00		1	300 00		1	300 00
10	8 x 10 Tapping sleeve/valve (tap fee)	1 EA	3600 00	3600 00		1	3600 00			0 00		1	3600 00
11	8 X 8 Tee	4 EA	350 00	1400 00			0 00		2	700 00		2	700 00
12	8 90 Degree bend	2 EA	275 00	550 00			0 00		1	275 00		1	275 00
13	8 X 4 Reducer	3 EA	180 00	540 00			0 00		1	180 00		1	180 00
14	8 Plug	1 EA	100 00	100 00			0 00		1	100 00		1	100 00
15	8 Gate valves	7 EA	740 00	5180 00			0 00		4	2960 00		4	2960 00
16	8 PVC Pipe	2316 LF	10 50	24318 00			0 00		1110	11655 00		1110	11655 00
17	4 PVC Pipe	1425 LF	6 00	8550 00			0 00		490	2940 00		490	2940 00
18	4 Gate valves	5 EA	400 00	2000 00			0 00		2	800 00		2	800 00
19	2 1/2 Blow off assembly	3 EA	450 00	1350 00			0 00			0 00		0	0 00
20	3/4 Services Short	34 EA	220 00	7480 00			0 00			0 00		0	0 00
21	3/4 Services Long	23 EA	100 00	2300 00			0 00			0 00		0	0 00
22	4 Plugs	2 EA	50 00	100 00			0 00		1	50 00		1	50 00
23	12 Gate valve	0 EA	1380 00	0 00			0 00			0 00		0	0 00
24	8 DIP	40 LF	15 00	600 00		40	600 00			0 00		40	600 00
25	12 x 6 Reducer	1 EA	320 00	320 00			0 00			0 00		0	0 00
26	Ripped rock	1 CY	40 00	40 00			0 00			0 00		0	0 00
27	Blasted rock	1 CY	50 00	50 00			0 00			0 00		0	0 00
28	Construction staking	1 LS	1800 00	1800 00	95%		1710 00		5%	90 00	100%		1800 00
29	Flowable fill	1 CY	65 00	65 00			0 00			0 00		0	0 00
30	Mud mat at Brook View Lane	1 LS	500 00	500 00			0 00			0 00		0	0 00
31	Clear off road pipe R/W	3450 LF	2 00	6900 00	95%		6555 00			0 00	95%		6555 00
	Subtotal			151071 00			13977 00			36370 00			50347 00

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On-Site Sewer

1	8" PVC 0-6	1548 LF	12 00	18576 00	1316	15792 00	232	2784 00	1548	18576 00
2	6 8	1779 LF	13 00	23127 00	948	12324 00	831	10803 00	1779	23127 00
3	8 10	749 LF	15 00	11235 00	440	6600 00	309	4635 00	749	11235 00
4	10 12	88 LF	17 00	1496 00	88	1496 00		0 00	88	1496 00
5	8 DIP Extra	300 LF	8 00	2400 00	300	2400 00		0 00	300	2400 00
6	4 Diameter manhole 0 6	12 EA	1000 00	12000 00	80%	8	6400 00	80%	4	3200 00
7	6 8	7 EA	1100 00	7700 00	80%	6	5280 00	80%	1	880 00
8	8 10	2 EA	1300 00	2600 00	80%	2	2080 00	80%		0 00
9	10 12	1 EA	1600 00	1600 00	80%	1	1280 00	80%		0 00
10	Tie to existing manhole	1 EA	500 00	500 00		1	500 00			0 00
11	8 Drop	3 5 VF	150 00	525 00		3 5	525 00			0 00
12	Long Service	39 EA	350 00	13650 00		19	6650 00		19	6650 00
13	Short Service	18 EA	150 00	2700 00		4	600 00		14	2100 00
14	Flowable fill as needed	1 CY	65 00	65 00			0 00			0 00
15	Construction staking	1 LS	2250 00	2250 00		95%	2137 50		5%	112 50
16	Ripped rock	1 CY	40 00	40 00			0 00			0 00
17	Blasted rock	1 CY	50 00	50 00			0 00			0 00
18	Clear off road pipe R/W	2600 LF	2 00	5200 00		95%	4940 00			0 00
	Subtotal			105714 00			69004 50			31164 50

Off-Site Sewer

1	18" PVC 0-6	653 LF	22 00	14366 00	653	14366 00		0 00	653	14366 00
2	6 8	961 LF	25 00	24025 00	961	24025 00		0 00	961	24025 00
3	8 10	30 LF	28 00	840 00	30	840 00		0 00	30	840 00
4	18 DIP Extra	111 LF	35 00	3885 00	111	3885 00		0 00	111	3885 00
5	5 Diameter manhole 0-6	1 EA	1400 00	1400 00	80%	1	1120 00	80%	1	1120 00
6	6 8	6 EA	1600 00	9600 00	80%	6	7680 00	80%	6	7680 00
7	Extend manhole 36" above ground	7 EA	700 00	4900 00			0 00		0	0 00
8	Connect to existing manhole	1 EA	1500 00	1500 00		1	1500 00		1	1500 00
9	Interior coating of manholes	49 VF	125 00	6125 00			0 00		0	0 00
10	15 PVC 0-6	558 LF	17 00	9486 00		558	9486 00		558	9486 00
11	6 8	428 LF	19 00	8132 00		428	8132 00		428	8132 00
12	8 10	12 LF	22 00	264 00		12	264 00		12	264 00
13	4 Diameter manhole 0-6	1 EA	1000 00	1000 00	80%	1	800 00	80%	1	800 00
14	6-8	3 EA	1100 00	3300 00	80%	3	2640 00	80%	3	2640 00
15	Extend manhole 36" above ground	4 EA	500 00	2000 00			0 00		0	0 00
16	Interior coating of manholes	35 VF	125 00	4375 00			0 00		0	0 00
17	Water tight frame & cover	11 EA	100 00	1100 00		11	1100 00		11	1100 00
18	Ripped rock	1 CY	40 00	40 00			0 00		0	0 00
19	Blasted rock	1 CY	50 00	50 00			0 00		0	0 00
20	Construction staking	1 LS	1500 00	1500 00		100%	1500 00		100%	1500 00
21	Flowable fill	1 CY	65 00	65 00			0 00		0	0 00
22	Clear off road pipe R/W	2650 LF	2 00	5300 00		95%	5035 00		95%	5035 00
	Subtotal			103253 00			82373 00			0 00

Total Contract Work Completed

799011 10

294189 50

137634 00

431823 50

Change Orders and Extra Work

Change Order #1

1	Blasted rock for off site sewer	662 77	CY	50 00	33138 50	662 77	33138 50	0 00	662 77	33138 50
					33138 50		33138 50	0 00		33138 50

Change Order #2

1	Blasted rock for off site sewer	248 49	CY	50 00	12424 50	248 49	12424 50	0 00	248 49	12424 50
					12424 50		12424 50	0 00		12424 50

Change Order #3

On Site Sewer

1	8 PVC 0-6	-60	LF	12 00	720 00	-60	720 00	0 00	-60	720 00
2	6 8	70	LF	13 00	910 00	70	910 00	0 00	70	910 00
3	8 10	-65	LF	15 00	975 00	65	975 00	0 00	-65	975 00
4	10 12	72	LF	17 00	1224 00	72	1224 00	0 00	72	1224 00
5	4 Diameter manhole 0-6	1	EA	1000 00	1000 00	1	1000 00	0 00	1	1000 00
6	6 8	1	EA	1100 00	1100 00	1	1100 00	0 00	1	1100 00
7	8 10	2	EA	1300 00	2600 00	2	2600 00	0 00	2	2600 00
8	10 12	2	EA	1600 00	3200 00	2	3200 00	0 00	2	3200 00
9	8 Drop	7	VF	150 00	1050 00	7	1050 00	0 00	7	1050 00

Off Site Sewer

10	Embed 18 DIP off site sewer in concrete per revised plan	5	CY	85 00	425 00	5	425 00	0 00	5	425 00

Water

11	12 45 Degree MJ water line bend at creek crossing per revised plan	2	EA	340 00	680 00	2	680 00	0 00	2	680 00
					1094 00		1094 00	0 00		1094 00

Change Order #4

1	Blasted rock for sewer and water	195 47	CY	50 00	9773 50	195 47	9773 50	0 00	195 47	9773 50
					9773 50		9773 50	0 00		9773 50

Change Order #5

1	Interior coating of manholes	84	VF	100 00	8400 00		0 00	0 00	0	0 00
2	Embed 8 DIP sewer line in concrete	3	CY	85 00	255 00	3	255 00	0 00	3	255 00
3	8 Drop	12	VF	150 00	1800 00	12	1800 00	0 00	12	1800 00
					-5345 00		2055 00	0 00		2055 00

Change Order #6

1	54 RCP omitted from bid sheet	200	LF	85 00	17000 00	200	17000 00	0 00	200	17000 00
					17000 00		17000 00	0 00		17000 00

Change Order #7

1	Embed 8 DIP water line in concrete	3	CY	85 00	255 00	3	255 00	0 00	3	255 00
					255 00		255 00	0 00		255 00

Change Order #8

1	Ripped rock	763 78	CY	40 00	30551 20	763 78	30551 20	0 00	763 78	30551 20
					30551 20		30551 20	0 00		30551 20

Change Order #9

1	Manhole 8 10	2	EA	1300 00	<u>2600 00</u>	0 00	2	<u>2600 00</u>	2	<u>2600 00</u>
					2600 00	<u>0 00</u>		2600 00		2600 00

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Change Order #10

1	Sewer main road crossings	165 25 CY	35 00	5783 75	0 00	165 25	5783 75	165 25	5783 75
2	Water main road crossings	22 17 CY	35 00	775 95	0 00		0 00	0	0 00
3	Sewer service road crossings	155 93 CY	35 00	5457 55	0 00	150 37	5262 95	150 37	5262 95
4	Water service road crossings	81 2 CY	35 00	2842 00	0 00		0 00	0	0 00
				<u>14859 25</u>	<u>0 00</u>		<u>11046 70</u>		<u>11046 70</u>

Change Order #11

1	Construction of berm (cost plus)	1 LS	12575 00	12575 00	0 00		7872 80		7872 80
				<u>12575 00</u>	<u>0 00</u>		<u>7872 80</u>		<u>7872 80</u>

Change Order #12

1	Ripped rock	746 21 CY	40 00	29848 40	0 00	746 21	29848 40	746 21	29848 40
				<u>29848 40</u>	<u>0 00</u>		<u>29848 40</u>		<u>29848 40</u>

Total Change Orders and Extra Work				157774 35	106291 70	51367 90	157659 60

Total Work Completed including Change Orders and Extra Work				956785 45	400481 20	189001 90	589483 10

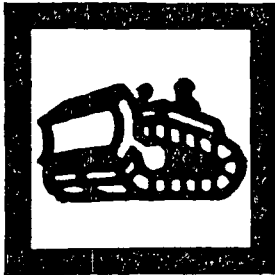
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ESTIMATE NO 4
PAGE NO 8

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0002140



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Attn W P Melton

Change Order No 9
Date February 28 2002

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for two manholes that were not shown on the project bid sheet

1	Manhole 8-10	2 EA @	1300 00 =	<u>2,600 00</u>
Total Change Order				<u><u>\$2 600 00</u></u>

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	97891 70
The contract sum prior to this change order	896902 80
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	2600 00
The new contract sum including this change order	899502 80

Owner
S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V IVEY, Comptroller

Print Name and Title

2/28/02

Date

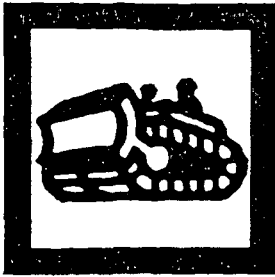
Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S C 29221-2327

Signature

WILLIAM F. MELTON

Print Name and Title

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Change Order No 10
Date February 28, 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for backfilling water and sewer main and service trenches which are located under roads with sand clay and testing for compaction at a cost of \$35 00 per CY in lieu of backfilling with flowable fill at the bid price of \$65 00 per CY We estimate the following quantities based on trench widths of 12' for service crossings and 12" plus the pipe width for main trenches

1	Sewer main road crossings	165 25 CY @	35 00 =	\$5 783 75
2	Water main road crossings	22 17 CY @	35 00 =	775 95
3	Sewer service road crossings	155 93 CY @	35 00 =	5 457 55
4	Water service road crossings	81 20 CY @	35 00 =	2 842 00

Total Change Order

\$14 859 25

Note The actual required trench widths and amount of backfill material is much greater than the job specifications allow

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	100491 70
The contract sum prior to this change order	899502 80
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	14859 25
The new contract sum including this change order	914362 05

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

DARLENE V IVEY, Controller

2/28/02

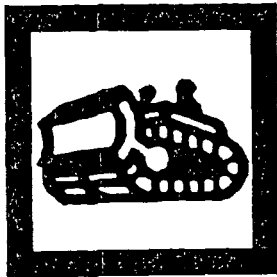
Date

Engineer
Letts Associates, Inc
P O Box 112327
Columbia S C 29221-2327

Signature

Print Name and Title

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 11
Date February 28 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for construction of a berm and grading along the northwest side of the entrance road according to the berm plan dated 2/12/02 by Letts Associates Inc including clearing silt fence grading and seeding Work is to be billed cost plus 12% overhead plus 5% profit with the maximum cost at \$12,575 00

Total Change Order (Maximum Amount)

\$12 575 00

Notes

- 1 All improvements are to be made with on site material which may include rock
- 2 Topsoil is excluded due to the limited amount on site which is contaminated with rock
- 3 Due to adjusted street grades the finish elevations of the berm may vary from plan grade but should be approximately the same height above the street provided there is sufficient excess material on site

This work will require an additional 15 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	115350 95
The contract sum prior to this change order	914362 05
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	12575 00
The new contract sum including this change order	926937 05

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

Print Name and Title

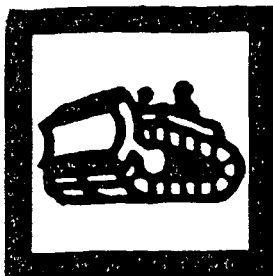
Date

Engineer
Letts Associates, Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 12
Date February 28 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for ripping rock for the storm drain water and on site sewer lines as shown on the attached ripped rock excavation sheets

1	Ripped rock	746 21 CY @	40 00 =	<u>29 848 40</u>
Total Change Order				<u>\$29 848 40</u>

This work will require an additional 5 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	127925 95
The contract sum prior to this change order	926937 05
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	29848 40
The new contract sum including this change order	956785 45

Owner
S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Signature

Print Name and Title

Date

Engineer
Letts Associates Inc
P O Box 212327
Columbia S C 29221-2327

Signature

Print Name and Title

Date

Newman Construction, Inc

Ripped Rock Excavation Sheet

Storm Drain

DATE	STATION	LENGTH	WIDTH	DEPTH	TOTAL
1-25-02	Line A10-1				
	CB A10-3	70' ϕ		3.2	123.09
	1+725 $\rightarrow$ 1+85 (48" RCP)	12.5	5.83'	1.6	116.60
	1+53 $\rightarrow$ 1+65.5 (48" RCP)	12.5	5.83'	3.2	233.20
	PER A10-2	70' ϕ		3.7	142.32
	1+17 $\rightarrow$ 1+46.5 (48" RCP)	29.5	5.83'	2.8	481.56
	Line A				
	11+40 $\rightarrow$ 12+00 (24" RCP)	60'	3.54	3.5	743.40
	9+75 $\rightarrow$ 11+40 (24" RCP)	165'	3.54'	7.4	4322.34
	CBA8	60' ϕ		8.7	245.86
	8+76 $\rightarrow$ 9+69 (18" RCP)	93	2.92'	6.6	1792.30
	8+58 $\rightarrow$ 9+76 (18" RCP)	18	2.92'	3.3'	173.45
	3+12 $\rightarrow$ 3+29 (18" RCP)	17'	2.92'	5.2	258.13
	CBA4	6' ϕ		9.5'	268.47
	2+49 $\rightarrow$ 3+06 (18" RCP)	57	2.92'	6.8	1131.79
	1+99 $\rightarrow$ 2+49 (18" RCP)	50'	2.92	3.3'	481.80
	1+69 $\rightarrow$ 1+99 (18" RCP)	30	2.92'	1.5'	131.40
	CBA8-1	6' ϕ		2.9'	81.95
		2.7	2.92'	3.3	260.17
					10,987.83 CF

TOTAL CUBIC YARDS THIS SHEET 406.95 C)

CJB
3-8

Newman Construction, Inc

Ripped Rock Excavation Sheet

Sanitary Sewer - ON Site

DATE	STATION	LENGTH	WIDTH	DEPTH	TOTAL
2-25-02	All 8" PVC				
	Line All				
	8+54 → 8+68	14'	1.7	1.75'	41.65
	8+68 → 10+02	134'	1.7	3.4'	774.52
	MH All-6	6' Ø		3.3'	93.26
	10+08 → 10+29	21'	1.7	1.65'	58.91
	10+50 → 10+86	36'	1.7	3.9'	238.68
	10+86 → 11+30	44'	1.7	8.3'	620.84
	11+30 → 11+84	54'	1.7	8.4'	771.12
	11+84 → 12+29	45'	1.7	6.0'	459.00
	12+29 → 12+40	11'	1.7	2.5'	46.75
	13+74 → 14+00	26'	1.7	1.65'	72.93
	14+00 → 14+50	50'	1.7	2.7'	229.50
	14+50 → 14+74	24'	1.7	1.25'	51.00
	20+24 → 20+50	26'	1.7	1.15'	50.83
	20+50 → 21+00	50'	1.7	3.0'	255.00
	21+00 → 21+18	18'	1.7	3.4'	104.04
	MH All-11	6' Ø		2.7'	76.30
	21+24 → 21+50	26'	1.7	1.35'	59.67
	All 6" PVC				
	Services				
	Lot #10	47'	1.52'	2.5'	178.60
	11	47'	1.52'	3.0'	214.32
	19	15'	1.52'	2.5'	57.00
					4453.92 CF

TOTAL CUBIC YARDS THIS SHEET 16496 CY

CSB
3-0

Ripped Rock Excavation Sheet

WATER

TOTAL CUBIC YARDS THIS SHEET 17430 CY

PARTIAL WAIVER OF LIEN

STATE OF South Carolina

COUNTY OF Richland

Whereas, Newman Const has been employed by S E L Properties, LLC to furnish labor and/or materials for the project known as The Courtyards at Rolling Creek legally described as follows

~~New construction of building~~ Site Improvements

Now, therefore, the undersigned for and in consideration of the sum of \$ 394,867 37 and other good and valuable consideration the receipt whereof hereby acknowledged, do hereby waive, relinquish, surrender and release any and all lien, claim, or right to lien on the above said described project and premises, arising under and by virtue of the mechanic lien laws of the State of South Carolina on account of any labor performed or the furnishing of any material to the above described project and premises up to and including the (day) 28th day of (month) FEBRUARY, (year) 2002. Upon receipt of this month's draw request of \$ 162,853 56 will also waive and release any and all liens or claims, or right to lien on the above project as it relates to the stated draw request

Dated this (day) 28th day of (month) FEBRUARY, (year) 2002

CORRECTED
INVOICE FOR
2/28/02

Newman Construction, Inc
(Company)

By Darlene V. Ivey
Darlene V Ivey
Its Secretary/Treasurer

STATE OF South Carolina
COUNTY OF Richland

On this (day) 28th day of (month) FEBRUARY, (year) 2002
Before me, a Notary Public in and for said County and State personally appeared Darlene V. Ivey, to me personally known who, being by me duly sworn, did say that he is an officer of Newman Const, Inc and that said instrument was executed in behalf or said corporation by the authority of its Board of Directors and said officer acknowledged said instrument to be the free act and deed of said corporation

Sandra B. Goga
Notary Public

My Commission Expires 7-12-2011

CONTINUATION SHEET

Contractor's signed Certification is attached

In tabulations below amounts are stated to the nearest dollar

Use Column 1 on Contracts where variable retainage for line item may apply

APPLICATION NUMBER

5

APPLICATION DATE

3/31/02

PERIOD TO

3/31/02

ARCHITECT'S PROJECT NO

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Streets	\$302 142 60	\$89 474 00	\$4 750 00	\$0 00	\$94 224 00	31 19 %	\$207 918 60	\$4 711 20
2	Storm Drainage	\$136 830 50	\$109 460 50	\$13 105 00	\$0 00	\$122 565 50	89 57 %	\$14 265 00	\$6 128 28
3	Water System	\$151 071 00	\$80 553 82	\$89 506 00	(\$30 206 82)	\$139 853 00	92 57 %	\$11 218 00	\$6 992 65
4	On-Site Sewer	\$105 714 00	\$100 169 00	\$2 740 00	\$0 00	\$102 909 00	97 35 %	\$2 805 00	\$5 145 45
5	Off-Site Sewer	\$103 253 00	\$82 373 00	\$8 500 00	\$0 00	\$90 873 00	88 01 %	\$12 380 00	\$4 543 65
6	Change Orders	\$173 823 15	\$157 659 60	\$10 309 35	\$0 00	\$167 968 95	96 63 %	\$5 854 20	\$8 398 45
	Sums	\$972 834 25	\$619 689 92	\$128 910 35	(\$30 206 82)	\$718 393 45	73 85 %	\$254 440 80	\$35 919 68

0002150

Tuesday April 02 2002

JOB NAME ROLLING CREEK COURTYARDS Job # RC22

Page 1 of 1

Estimated Quantities and Unit Prices

The Courtyards at Rolling Creek
Phase 1 57 Lots
Richland County S C

Description	Unit	Unit Cost	Total Estimated Contract		Previous Estimate		This Estimate		Total to Date
Streets									
1 Cleaning and grubbing road R O W	4 76 AC	3000 00	14280 00	95%	13566 00		0 00	95%	13566 00
2 Strp, store & replace topsoil	1 LS	4800 00	4800 00	50%	2400 00		0 00	50%	2400 00
3 Grading mass/fine	1 LS	95000 00	95000 00	65%	61750 00	5%	4750 00	70%	66500 00
4 Concrete key	1 EA	250 00	250 00		0 00		0 00	0	0 00
5 Silt fence	1160 LF	3 00	3480 00	486	1458 00		0 00	486	1458 00
6 Mud mat at entrance	1 LS	500 00	500 00	100%	500 00		0 00	100%	500 00
7 Curb 18 L Type	2908 LF	7 50	21810 00		0 00		0 00	0	0 00
8 Curb 18 Roll Type	6552 LF	5 00	32760 00		0 00		0 00	0	0 00
9 1 1/2 Asphalt paving	12002 SY	3 25	39006 50		0 00		0 00	0	0 00
10 6 Macadam	12002 SY	5 55	66611 10		0 00		0 00	0%	0 00
11 Street name sign	3 EA	290 00	870 00		0 00		0 00	0%	0 00
12 Speed limit sign	3 EA	220 00	660 00		0 00		0 00	0	0 00
13 Traffic circle sign	3 EA	260 00	780 00		0 00		0 00	0%	0 00
14 Stop sign	4 EA	220 00	880 00		0 00		0 00	0%	0 00
15 One way sign	2 EA	220 00	440 00		0 00		0 00	0	0 00
16 Yield sign	1 EA	220 00	220 00		0 00		0 00	0	0 00
17 Pavement ends sign	1 EA	220 00	220 00		0 00		0 00	0	0 00
18 Dead end sign	1 EA	220 00	220 00		0 00		0 00	0	0 00
19 Flowable fill	1 CY	65 00	65 00		0 00		0 00	0%	0 00
20 Grassing	3 AC	1500 00	4500 00		0 00		0 00	0	0 00
21 Construction staking	1 LS	9800 00	9800 00	100%	9800 00		0 00	100%	9800 00
22 Ripped rock	1 CY	40 00	40 00		0 00		0 00	0	0 00
23 Blasted rock	1 CY	50 00	50 00		0 00		0 00	0	0 00
24 4 PVC conduit	350 LF	5 00	1750 00		0 00		0 00	0	0 00
25 4 Wide concrete sidewalk	420 LF	7 50	3150 00		0 00		0 00	0	0 00
Subtotal			302142 60		89474 00		4750 00		94224 00
Storm Drainage									
1 54 CMP (Aluminum)	250 LF	72 00	18000 00	250	18000 00		0 00	250	18000 00
2 54 RCP	22 LF	85 00	1870 00	22	1870 00		0 00	22	1870 00
3 48 RCP	356 LF	63 50	22606 00	356	22606 00		0 00	356	22606 00
4 24 RCP	523 LF	25 50	13336 50	523	13336 50		0 00	523	13336 50
5 18 RCP	1388 LF	21 00	29148 00	1388	29148 00		0 00	1388	29148 00
6 54 Grouted rip rap outlet	1 EA	600 00	600 00		0 00	1	600 00	1	600 00
7 48 Grouted rip rap outlet	1 EA	500 00	500 00		0 00		0 00	0	0 00
8 18 CMP (Aluminum)	140 LF	18 00	2520 00	140	2520 00		0 00	140	2520 00
9 18 Flared end section	2 EA	650 00	1300 00		0 00		0 00	0	0 00

0002151

10	Rip rap & filter fabric	77 CY	60 00	4620 00			0 00	40	2400 00		40	2400 00	
11	Underdrains	330 LF	8 50	2805 00			0 00	280	2380 00		280	2380 00	
12	Florida type catch basin	18 EA	1500 00	27000 00	50%	18	13500 00	25%	18	6750 00	75%	18	20250 00
13	Junction box	2 EA	1250 00	2500 00	50%	2	1250 00	25%	2	625 00	75%	2	1875 00
14	Pedestal type catch basin	1 EA	1400 00	1400 00	50%	1	700 00	25%	1	350 00	75%	1	1050 00
15	Flowable fill as needed	1 CY	65 00	65 00			0 00		0 00		0	0 00	
16	Construction staking	1 LS	1400 00	1400 00		100%	1400 00		0 00		100%	1400 00	
17	Grassing	0 59 AC	3000 00	1770 00			0 00		0 00		0	0 00	
18	Ripped rock	1 CY	40 00	40 00			0 00		0 00		0	0 00	
19	Blasted rock	1 CY	50 00	50 00			0 00		0 00		0	0 00	
20	Inlet protection	19 EA	100 00	1900 00		19	1900 00		0 00		19	1900 00	
21	Clear off road pipe R/W	1700 LF	2 00	3400 00		95%	3230 00		0 00		95%	3230 00	
	Subtotal			136830 50			109460 50		13105 00			122565 50	
Water System													
1	12" DIP	3148 LF	21 00	66108 00		722	15162 00		2426	50946 00		3148	66108 00
2	12 Cross	2 EA	650 00	1300 00		1	650 00		1	650 00		2	1300 00
3	12 x 6 Tee	2 EA	480 00	960 00			0 00		2	960 00		2	960 00
4	12 x 12 Tee	1 EA	500 00	500 00			0 00		1	500 00		1	500 00
5	Fire hydrant, tee & valve	6 EA	1920 00	11520 00			0 00	40% 2.4-6	1	4608 00	40% 2.4-6	1	4608 00
6	12 X 8 Reducer	2 EA	320 00	640 00		1	320 00		1	320 00		2	640 00
7	12' 90 Degree bend MJ	2 EA	340 00	680 00		2	680 00			0 00		2	680 00
8	12' 22 1/2 Degree bend MJ	3 EA	340 00	1020 00		3	1020 00			0 00		3	1020 00
9	12 x 4 Reducer	2 EA	300 00	600 00		1	300 00		1	300 00		2	600 00
10	8 x 10 Tapping sleeve/valve (tap fee)	1 EA	3600 00	3600 00		1	3600 00			0 00		1	3600 00
11	8 X 8 Tee	4 EA	350 00	1400 00		2	700 00		2	700 00		4	1400 00
12	8 90 Degree bend	2 EA	275 00	550 00		1	275 00		1	275 00		2	550 00
13	8 X 4 Reducer	3 EA	180 00	540 00		1	180 00		2	360 00		3	540 00
14	8 Plug	1 EA	100 00	100 00		1	100 00			0 00		1	100 00
15	8 Gate valves	7 EA	740 00	5180 00		4	2960 00		3	2220 00		7	5180 00
16	8 PVC Pipe	2316 LF	10 50	24318 00		1110	11655 00		1206	12663 00		2316	24318 00
17	4 PVC Pipe	1425 LF	6 00	8550 00		490	2940 00		935	5610 00		1425	8550 00
18	4 Gate valves	5 EA	400 00	2000 00		2	800 00		3	1200 00		5	2000 00
19	2 1/2' Blow off assembly	3 EA	450 00	1350 00			0 00			0 00		0	0 00
20	3/4 Services Short	34 EA	220 00	7480 00			0 00	80%	34	5984 00	80%	34	5984 00
21	3/4 Services Long	23 EA	100 00	2300 00			0 00	80%	23	1840 00	80%	23	1840 00
22	4 Plugs	2 EA	50 00	100 00		1	50 00		1	50 00		2	100 00
23	12 Gate valve	0 EA	1380 00	0 00			0 00			0 00		0	0 00
24	8 DIP	40 LF	15 00	600 00		40	600 00			0 00		40	600 00
25	12 x 6' Reducer	1 EA	320 00	320 00			0 00		1	320 00		1	320 00
26	Ripped rock	1 CY	40 00	40 00			0 00			0 00		0	0 00
27	Blasted rock	1 CY	50 00	50 00			0 00			0 00		0	0 00
28	Construction staking	1 LS	1800 00	1800 00		100%	1800 00			0 00		100%	1800 00
29	Flowable fill	1 CY	65 00	65 00			0 00			0 00		0	0 00
30	Mud mat at Brook View Lane	1 LS	500 00	500 00			0 00			0 00		0	0 00
31	Clear off road pipe R/W	3450 LF	2 00	6900 00		95%	6555 00			0 00		95%	6555 00
	Subtotal			151071 00			50347 00			89506 00			139853 00

On Site Sewer

1	8" PVC 0-6	1548 LF	12 00	18576 00	1548	18576 00		0 00	1548	18576 00		
2	6 8	1779 LF	13 00	23127 00	1779	23127 00		0 00	1779	23127 00		
3	8-10	749 LF	15 00	11235 00	749	11235 00		0 00	749	11235 00		
4	10 12	88 LF	17 00	1496 00	88	1496 00		0 00	88	1496 00		
5	8 DIP Extra	300 LF	8 00	2400 00	300	2400 00		0 00	300	2400 00		
6	4 Diameter manhole 0-6	12 EA	1000 00	12000 00	12	9600 00	10%	12	1200 00	90%	12	10800 00
7	6 8	7 EA	1100 00	7700 00	7	6160 00	10%	7	770 00	90%	7	6930 00
8	8 10	2 EA	1300 00	2600 00	2	2080 00	10%	2	260 00	90%	2	2340 00
9	10 12	1 EA	1600 00	1600 00	1	1280 00	10%	1	160 00	90%	1	1440 00
10	Tie to existing manhole	1 EA	500 00	500 00	1	500 00			0 00		1	500 00
11	8 Drop	3 5 VF	150 00	525 00	3 5	525 00			0 00		3 5	525 00
12	Long Service	39 EA	350 00	13650 00	38	13300 00		1	350 00		39	13650 00
13	Short Service	18 EA	150 00	2700 00	18	2700 00			0 00		18	2700 00
14	Flowable fill as needed	1 CY	65 00	65 00		0 00			0 00		0	0 00
15	Construction staking	1 LS	2250 00	2250 00	100%	2250 00			0 00		100%	2250 00
16	Ripped rock	1 CY	40 00	40 00		0 00			0 00		0	0 00
17	Blasted rock	1 CY	50 00	50 00		0 00			0 00		0	0 00
18	Clear off road pipe R/W	2600 LF	2 00	5200 00	95%	4940 00			0 00		95%	4940 00
	Subtotal			105714 00		100169 00			2740 00			102909 00

Off Site Sewer

1	18" PVC 0-6	653 LF	22 00	14366 00	653	14366 00	0 00	653	14366 00		
2	6-8	961 LF	25 00	24025 00	961	24025 00	0 00	961	24025 00		
3	8 10	30 LF	28 00	840 00	30	840 00	0 00	30	840 00		
4	18 DIP Extra	111 LF	35 00	3885 00	111	3885 00	0 00	111	3885 00		
5	5 Diameter manhole 0-6	1 EA	1400 00	1400 00	80%	1	1120 00	0 00	80%	1	1120 00
6	6 8	6 EA	1600 00	9600 00	80%	6	7680 00	0 00	80%	6	7680 00
7	Extend manhole 36' above ground	7 EA	700 00	4900 00			0 00	0 00		0	0 00
8	Connect to existing manhole	1 EA	1500 00	1500 00		1	1500 00	0 00		1	1500 00
9	Interior coating of manholes	49 VF	125 00	6125 00			0 00	45	5625 00	45	5625 00
10	15 PVC 0-6	558 LF	17 00	9486 00		558	9486 00	0 00		558	9486 00
11	6 8	428 LF	19 00	8132 00		428	8132 00	0 00		428	8132 00
12	8-10	12 LF	22 00	264 00		12	264 00	0 00		12	264 00
13	4 Diameter manhole 0-6	1 EA	1000 00	1000 00	80%	1	800 00	0 00	80%	1	800 00
14	6 8	3 EA	1100 00	3300 00	80%	3	2640 00	0 00	80%	3	2640 00
15	Extend manhole 36' above ground	4 EA	500 00	2000 00			0 00	0 00		0	0 00
16	Interior coating of manholes	35 VF	125 00	4375 00			0 00	23	2875 00	23	2875 00
17	Water tight frame & cover	11 EA	100 00	1100 00		11	1100 00	0 00		11	1100 00
18	Ripped rock	1 CY	40 00	40 00			0 00	0 00		0	0 00
19	Blasted rock	1 CY	50 00	50 00			0 00	0 00		0	0 00
20	Construction staking	1 LS	1500 00	1500 00	100%		1500 00	0 00	100%		1500 00
21	Flowable fill	1 CY	65 00	65 00			0 00	0 00		0	0 00
22	Clear off road pipe RAW	2650 LF	2 00	5300 00	95%		5035 00	0 00	95%		5035 00
	Subtotal			103253 00			82373 00	8500 00			90873 00

Total Contract Work Completed

799011 10

431823 50

118601 00

550424 50

Change Orders and Extra WorkChange Order #1

1	Blasted rock for off site sewer	662 77 CY	50 00	33138 50	662 77	33138 50	0 00	662 77	33138 50
				<u>33138 50</u>		<u>33138 50</u>	<u>0 00</u>		<u>33138 50</u>

Change Order #2

1	Blasted rock for off site sewer	248 49 CY	50 00	12424 50	248 49	12424 50	0 00	248 49	12424 50
				<u>12424 50</u>		<u>12424 50</u>	<u>0 00</u>		<u>12424 50</u>

Change Order #3On-Site Sewer

1	8 PVC 0-6	-60 LF	12 00	720 00	-60	720 00	0 00	-60	720 00
2	6 8	70 LF	13 00	910 00	70	910 00	0 00	70	910 00
3	8 10	-65 LF	15 00	975 00	-65	975 00	0 00	-65	975 00
4	10 12	72 LF	17 00	1224 00	72	1224 00	0 00	72	1224 00
5	4 Diameter manhole 0-6	1 EA	1000 00	1000 00	1	1000 00	0 00	1	1000 00
6	6 8	1 EA	1100 00	1100 00	1	1100 00	0 00	1	1100 00
7	8 10	2 EA	1300 00	2600 00	2	2600 00	0 00	2	2600 00
8	10 12	2 EA	1600 00	3200 00	2	3200 00	0 00	2	3200 00
9	8 Drop	7 VF	150 00	1050 00	7	1050 00	0 00	7	1050 00

Off-Site Sewer

10	Embed 18 DIP off site sewer in concrete per revised plan	5 CY	85 00	425 00	5	425 00	0 00	5	425 00

Water

11	12 45 Degree MJ water line bend at creek crossing per revised plan	2 EA	340 00	680 00	2	680 00	0 00	2	680 00
				<u>1094 00</u>		<u>1094 00</u>	<u>0 00</u>		<u>1094 00</u>

Change Order #4

1	Blasted rock for sewer and water	195 47 CY	50 00	9773 50	195 47	9773 50	0 00	195 47	9773 50
				<u>9773 50</u>		<u>9773 50</u>	<u>0 00</u>		<u>9773 50</u>

Change Order #5

1	Interior coating of manholes	84 VF	100 00	-8400 00		0 00	84	8400 00	84	-8400 00
2	Embed 8 DIP sewer line in concrete	3 CY	85 00	255 00	3	255 00		0 00	3	255 00
3	8 Drop	12 VF	150 00	1800 00	12	1800 00		0 00	12	1800 00
				<u>6345 00</u>		<u>2055 00</u>		<u>8400 00</u>		<u>-6345 00</u>

Change Order #6

1	54 RCP omitted from bid sheet	200 LF	85 00	17000 00	200	17000 00	0 00	200	17000 00
				<u>17000 00</u>		<u>17000 00</u>	<u>0 00</u>		<u>17000 00</u>

Change Order #7

1	Embed 8 DIP water line in concrete	3 CY	85 00	255 00	3	255 00	0 00	3	255 00
				<u>255 00</u>		<u>255 00</u>	<u>0 00</u>		<u>255 00</u>

Change Order #8

1	Ripped rock	763 78 CY	40 00	30551 20	763 78	30551 20	0 00	763 78	30551 20
				<u>30551 20</u>		<u>30551 20</u>	<u>0 00</u>		<u>30551 20</u>

Change Order #9

1	Manhole 8 10	2 EA	1300 00	2600 00	2	2600 00	0 00	2	2600 00
				<u>2600 00</u>		<u>2600 00</u>	<u>0 00</u>		<u>2600 00</u>

Change Order #10

1	Sewer main road crossings	165 25 CY	35 00	5783 75	165 25	5783 75	0 00	165 25	5783 75	
2	Water main road crossings	22 17 CY	35 00	775 95		0 00	22 17	775 95	22 17	775 95
3	Sewer service road crossings	155 93 CY	35 00	5457 55	150 37	5262 95	5 56	194 60	155 93	5457 55
4	Water service road crossings	81 2 CY	35 00	2842 00		0 00	81 2	2842 00	81 2	2842 00
				<u>14859 25</u>		<u>11046 70</u>		<u>3812 55</u>		<u>14859 25</u>

Change Order #11

1	Construction of berm (cost plus)	1 LS	12575 00	12575 00		7872 80	0 00		7872 80
				<u>12575 00</u>		<u>7872 80</u>	<u>0 00</u>		<u>7872 80</u>

Change Order #12

1	Ripped rock	746 21 CY	40 00	29848 40	746 21	29848 40	0 00	746 21	29848 40
				<u>29848 40</u>		<u>29848 40</u>	<u>0 00</u>		<u>29848 40</u>

Change Order #13

1	Ripped rock	237 02 CY	40 00	9480 80		0 00	237 02	9480 80	237 02	9480 80
2	Sand clay in water service road xings	81 2 CY	35 00	2842 00		0 00	81 2	2842 00	81 2	2842 00
3	Flowable fill in water serv road xings	20 CY	65 00	1300 00		0 00	20	1300 00	20	1300 00
4	12 x 6 Tee	2 EA	480 00	960 00		0 00	2	960 00	2	960 00
5	12 x 12 Tee	1 EA	500 00	500 00		0 00	1	500 00	1	500 00
6	Fire hydrant	1 EA	1920 00	1920 00		0 00	1	768 00	1	768 00
7	12 x 8 Reducer	1 EA	320 00	320 00		0 00	1	320 00	1	320 00
8	12 x 4 Reducer	1 EA	300 00	300 00		0 00	1	300 00	1	300 00
9	8 Gate valve	1 EA	740 00	740 00		0 00	1	740 00	1	740 00
10	4 Gate valve	1 EA	400 00	-400 00		0 00	1	-400 00	1	-400 00
11	4 Plug	1 EA	50 00	50 00		0 00	1	50 00	1	50 00
12	12 Gate valve	2 EA	1380 00	2760 00		0 00	2	2760 00	2	2760 00
13	12 x 6 Reducer	1 EA	320 00	320 00		0 00	1	320 00	1	320 00
14	12 x 8 Tee	1 EA	490 00	490 00		0 00	1	490 00	1	490 00
15	12 Plug	1 EA	150 00	150 00		0 00	1	150 00	1	150 00
16	12 Bend	13 EA	340 00	4420 00		0 00	13	4420 00	13	4420 00
17	8 Bend	4 EA	275 00	1100 00		0 00	4	1100 00	4	1100 00
18	4 Bend	3 EA	140 00	420 00		0 00	3	420 00	3	420 00
19	3/4 Service to long islands	2 EA	220 00	440 00		0 00	2	440 00	2	440 00
				<u>16048 80</u>		<u>0 00</u>		<u>14896 80</u>		<u>14896 80</u>

Total Change Orders and Extra Work	173823 15	157659 60	10309 35	167968 95

Total Work Completed including Change Orders and Extra Work	972834 25	589483 10	128910 35	718393 45

...

PROJECT The Courtyards At Rolling Creek

CONTRACTOR NEWMAN Construction, Inc

PROJECT NO _____

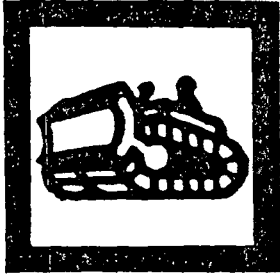
PERIOD 3/1/02 to 3/31/02

ESTIMATE NO 5

PAGE NO 8

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0002156



NEWMAN CONSTRUCTION, INC

500 MYRTLE BEACH HWY • SUMTER SOUTH CAROLINA 29153 • (803) 775 2385

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro, S C 29180

Change Order No 13
Date March 31 2002

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for ripping rock for water lines as shown on the attached ripped rock excavation sheets for backfilling water service trenches with flowable fill in lieu of sand clay for adding water services for long islands and for corrections in the quantities of water line fittings on the bid sheet

1	Ripped rock	237 02 CY @	40 00 =	9480 80
2	Sand clay in water service road crossings	-81 20 CY @	35 00 =	(2842 00)
3	Flowable fill in water service road crossings	20 00 CY @	65 00 =	1300 00
4	12 x 6 Tee	-2 EA @	480 00 =	(960 00)
5	12 x 12' Tee	-1 EA @	500 00 =	(500 00)
6	Fire hydrant	1 EA @	1920 00 =	1920 00
7	12 x 8' Reducer	-1 EA @	320 00 =	(320 00)
8	12 x 4 Reducer	-1 EA @	300 00 =	(300 00)
9	8" Gate valve	-1 EA @	740 00 =	(740 00)
10	4" Gate valve	-1 EA @	400 00 =	(400 00)
11	4" Plug	-1 EA @	50 00 =	(50 00)
12	12" Gate valve	2 EA @	1380 00 =	2760 00
13	12' x 6 Reducer	-1 EA @	320 00 =	(320 00)
14	12 x 8 Tee	1 EA @	490 00 =	490 00
15	12" Plug	1 EA @	150 00 =	150 00
16	12" Bend	13 EA @	340 00 =	4420 00
17	8' Bend	4 EA @	275 00 =	1100 00
18	4" Bend	3 EA @	140 00 =	420 00
19	3/4' Service to long islands	2 EA @	220 00 =	440 00

Total Change Order

\$16,048 80

~~This work will require an additional 6 calendar days to achieve substantial completion.~~

ADDITIONAL CALENDAR DAYS ARE
APPROVED FOR THIS WORK. P.W.M.

The original contract sum was	799011 10
Net change by previous change orders	157774 35
The contract sum prior to this change order	956785 45
The contract sum will be (increased)(decreased)(unchanged) by this change order in the amount of	16048 80
The new contract sum including this change order	972834 25

Owner
S E L Properties LLC
P O Box 510
Winnsboro, S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction, Inc
500 Myrtle Beach Hwy
Sumter S C 29153-5014

Darlene V Ivey
Signature

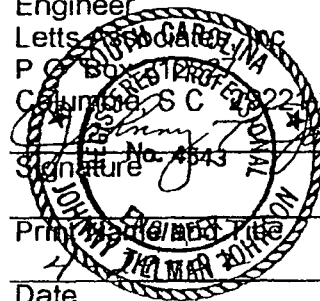
DARLENE V IVEY Comptroller
Print Name and Title

3/31/02
Date

Engineer
Letts, David C
P O Box 2327
Columbia S C 29224-2327
Letts, David C
Signature

Print Name and Title

Date



Ripped Rock Excavation Sheet

6379 58 CF

0002159

PARTIAL WAIVER OF LIEN

STATE OF South Carolina

COUNTY OF Richland

Whereas, Newman Const has been employed by S E L Properties, LLC to furnish labor and/or materials for the project known as The Courtyards at Rolling Creek legally described as follows

~~New construction of building~~ Site Improvements

Now, therefore, the undersigned, for and in consideration of the sum of \$ 557,720.93 and other good and valuable consideration, the receipt whereof hereby acknowledged, do hereby waive, relinquish, surrender and release any and all lien, claim, or right to lien on the above said described project and premises, arising under and by virtue of the mechanic's lien laws of the State of South Carolina on account of any labor performed or the furnishing of any material to the above described project and premises up to and including the (day) 31st day of (month) MARCH, (year) 2002. Upon receipt of this month's draw request of \$ 124,752.84 will also waive and release any and all liens or claims, or right to lien on the above project as it relates to the stated draw request.

Dated this (day) 31st day of (month) MARCH, (year) 2002

Newman Construction, Inc
(Company)

By Darlene V. Ivey
Darlene V Ivey
Its Secretary/Treasurer

STATE OF South Carolina

COUNTY OF Richland

On this (day) 31st day of (month) MARCH, (year) 2002.
Before me, a Notary Public in and for said County and State personally appeared Darlene V. Ivey, to me personally known, who, being by me duly sworn, did say that he is an officer of Newman Const, Inc and that said instrument was executed in behalf or said corporation by the authority of its Board of Directors and said officer acknowledged said instrument to be the free act and deed of said corporation.

Sandra B. Goga
Notary Public

My Commission Expires 7-12-2011

TO (OWNER)	SEL Properties LLC P O Box 510 Wunnsboro S C 29180	PROJECT	The Courtyards at Rolling Creek Phase 1 - 57 Lots Richland County S C	APPLICATION 6 PERIOD TO 4/30/02 ARCHITECT S PROJECT NO	RECEIVED ☐ ARCHITECT ☐ CONTRACTOR MAY 15 2002
FROM (CONTRACTOR)	Newman Construction Inc 500 Myrtle Beach Hwy Sumter SC 29153-5014	VIA(Architect)	Letts Associates Inc P O Box 212327 Columbia S C 29221 2327	CONTRACT DATE	
CONTRACT FOR					LETTS ASSOCIATES, INC

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary		
Change Orders approved in Previous months by Owner		
Total	173 823 15	0 00
Approved this month		0 00
Number	Dated Approved	
Totals		183 255 65
Net change by Change Orders		183 255 65

The undersigned contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due

CONTRACTOR Newman Construction Inc

By Barbara V. Gray Date 4/30/02

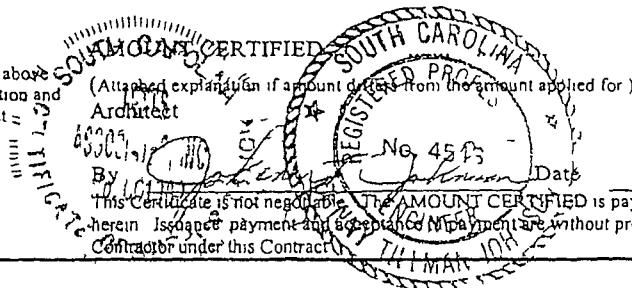
Application is made for Payment as shown below in connection with the Contract Continuation Sheet AIA Document G703 is attached

1	ORIGINAL CONTRACT SUM	\$ 799,011 10
2	Net change by Change Orders	\$ 183 255 65
3	CONTRACT SUM TO DATE (Line 1+2)	\$ 982 266 75
4	Total Completed & STORED TO DATE (Column G on G703)	\$ 747 83 65
5	Retainage	
	5.00% of Completed Work	\$ 37 391 59
	(column D + E on G703)	
	5.00% of Stored Material	\$ 0 00
	(column F on G703)	
	Total Retainage (Line 5a + 5b or total in Column I of G703)	\$ 37 391 59
6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$ 710 440 06
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 682,473 77
8	CURRENT PAYMENT DUE	\$ 27 966 29
9	BALANCE TO FINISH, PLUS RETAINAGE (LINE 3 LESS LINE 6)	\$ 271 826 69

State of SC County of Sumter
 Subscribed and sworn to before me this 30 day of April 2002
 Notary Public Sandra B. Goya
 My Commission Expires 7-12-2011

Architect's Certificate of Payment

In accordance with the contract documents based on on site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED



\$ 27,966.29

5-23-02

CONTINUATION SHEET

Contractor's signed Certification is attached

In tabulations below amounts are stated to the nearest dollar

Use Column 1 on Contracts where variable retainage for line item may apply

APPLICATION NUMBER 6

APPLICATION DATE 4/30/02

PERIOD TO 4/30/02

ARCHITECT'S PROJECT NO

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Streets	\$302 142 60	\$94 224 00	\$6 500 00	\$0 00	\$100 724 00	33 34%	\$201 418 60	\$5 036 20
2	Storm Drainage	\$136 830 50	\$122 565 50	\$3 315 00	\$0 00	\$125 880 50	92 00 /	\$10 950 00	\$6 294 03
3	Water System	\$151 071 00	\$139 853 00	\$5 453 00	\$0 00	\$145 306 00	96 18 /	\$5 765 00	\$7 265 30
4	On Site Sewer	\$105 714 00	\$102 909 00	\$260 00	\$0 00	\$103 169 00	97 59 /	\$2 545 00	\$5 158 45
5	Off Site Sewer	\$103 253 00	\$90 873 00	\$265 00	\$0 00	\$91 138 00	88 27 /	\$12 115 00	\$4 556 90
6	Change Orders	\$183 255 65	\$167 968 95	\$13 645 20	\$0 00	\$181 614 15	99 10%	\$1 641 50	\$9 080 71
	Sums	\$982 266 75	\$718 393 45	\$29 438 20	\$0 00	\$747 831 65	76 13 /	\$234 435 10	\$37 391 59

0002162

Estimated Quantities and Unit Prices

The Courtyards at Rolling Creek
Phase 1 57 Lots
Richland County S C

Description	Unit	Unit Cost	Total Estimated Contract	Previous Estimate	This Estimate	Total to Date
Streets						
1 Clearing and grubbing road R O W	4 76 AC	3000 00	14280 00			
2 Strp store & replace topsoil	1 LS	4800 00	4800 00	95%	13566 00	
3 Grading mass/fine	1 LS	95000 00	95000 00	50%	2400 00	95%
4 Concrete key	1 EA	250 00	250 00	70%	66500 00	50%
5 Silt fence	1160 LF	3 00	3480 00		5%	4750 00
6 Mud mat at entrance	1 LS	500 00	500 00	486	1458 00	75%
7 Curb 18 L Type	2908 LF	7 50	21810 00	100%	500 00	0
8 Curb 18 Roll Type	6552 LF	5 00	32760 00		0 00	486
9 1 1/2 Asphalt paving	12002 SY	3 25	39006 50		0 00	100%
10 6 Macadam	12002 SY	5 55	66611 10		0 00	0
11 Street name sign	3 EA	290 00	870 00		0 00	0
12 Speed limit sign	3 EA	220 00	660 00		0 00	0
13 Traffic circle sign	3 EA	260 00	780 00		0 00	0
14 Stop sign	4 EA	220 00	880 00		0 00	0
15 One way sign	2 EA	220 00	440 00		0 00	0
16 Yield sign	1 EA	220 00	220 00		0 00	0
17 Pavement ends sign	1 EA	220 00	220 00		0 00	0
18 Dead end sign	1 EA	220 00	220 00		0 00	0
19 Flowable fill	1 CY	65 00	65 00		0 00	0
20 Grassing	3 AC	1500 00	4500 00		0 00	0
21 Construction staking	1 LS	9800 00	9800 00	100%	9800 00	0
22 Ripped rock	1 CY	40 00	40 00		0 00	0
23 Blasted rock	1 CY	50 00	50 00		0 00	0
24 4 PVC conduit	350 LF	5 00	1750 00		0 00	0
25 4 Wide concrete sidewalk	420 LF	7 50	3150 00		350	1750 00
Subtotal			302142 60	94224 00	6500 00	0
Storm Drainage						
1 54" CMP (Aluminum)	250 LF	72 00	18000 00	250	18000 00	250
2 54 RCP	22 LF	85 00	1870 00	22	1870 00	22
3 48 RCP	356 LF	63 50	22606 00	356	22606 00	356
4 24 RCP	523 LF	25 50	13336 50	523	13336 50	523
5 18 RCP	1388 LF	21 00	29148 00	1388	29148 00	1388
6 54 Grouted rip rap outlet	1 EA	600 00	600 00	1	600 00	1
7 48 Grouted rip rap outlet	1 EA	500 00	500 00		0 00	1
8 18 CMP (Aluminum)	140 LF	18 00	2520 00	140	2520 00	140
9 18 Flared end section	2 EA	650 00	1300 00		0 00	0

0002163

0002164

On Site Sewer									
1	8" PVC 0 6	1548 LF	12 00	18576 00		1548	18576 00		
2	6 8	1779 LF	13 00	23127 00		1779	23127 00	0 00	1548 18576 00
3	8 10	749 LF	15 00	11235 00		749	11235 00	0 00	1779 23127 00
4	10 12	88 LF	17 00	1496 00		88	1496 00	0 00	749 11235 00
5	8 DIP Extra	300 LF	8 00	2400 00		300	2400 00	0 00	88 1496 00
6	4 Diameter manhole 0 6	12 EA	1000 00	12000 00	90%	12	10800 00	0 00	300 2400 00
7	6 8	7 EA	1100 00	7700 00	90%	7	6930 00	0 00	12 10800 00
8	8 10	2 EA	1300 00	2600 00	90%	2	2340 00	0 00	7 6930 00
9	10 12	1 EA	1600 00	1600 00	90%	1	1440 00	0 00	2 2340 00
10	Tie to existing manhole	1 EA	500 00	500 00		1	500 00	0 00	1 1440 00
11	8 Drop	3.5 VF	150 00	525 00		3.5	525 00	0 00	1 500 00
12	Long Service	39 EA	350 00	13650 00		39	13650 00	0 00	3.5 525 00
13	Short Service	18 EA	150 00	2700 00		18	2700 00	0 00	39 13650 00
14	Flowable fill as needed	1 CY	65 00	65 00			0 00	0 00	18 2700 00
15	Construction staking	1 LS	2250 00	2250 00			0 00	0 00	0 00
16	Ripped rock	1 CY	40 00	40 00	100 %		0 00	0 00	0 00
17	Blasted rock	1 CY	50 00	50 00			0 00	0 00	100% 2250 00
18	Clear off road pipe R/W	2600 LF	2 00	5200 00	95%		0 00	0 00	0 00
	Subtotal			105714 00			4940 00	5% 260 00	100% 5200 00
							102909 00	260 00	103169 00
Off Site Sewer									
1	18" PVC 0-6	653 LF	22 00	14366 00		653	14366 00	0 00	653 14366 00
2	6-8	961 LF	25 00	24025 00		961	24025 00	0 00	961 24025 00
3	8 10	30 LF	28 00	840 00		30	840 00	0 00	30 840 00
4	18 DIP Extra	111 LF	35 00	3885 00		111	3885 00	0 00	111 3885 00
5	5 Diameter manhole 0-6	1 EA	1400 00	1400 00	80%	1	1120 00	0 00	1 1120 00
6	6 8	6 EA	1600 00	9600 00	80%	6	7680 00	0 00	6 7680 00
7	Extend manhole 36" above ground	7 EA	700 00	4900 00			0 00	0 00	0 00
8	Connect to existing manhole	1 EA	1500 00	1500 00		1	1500 00	0 00	1 1500 00
9	Interior coating of manholes	49 VF	125 00	6125 00		45	5625 00	0 00	45 5625 00
10	15" PVC 0 6	558 LF	17 00	9486 00		558	9486 00	0 00	558 9486 00
11	6 8	428 LF	19 00	8132 00		428	8132 00	0 00	428 8132 00
12	8 10	12 LF	22 00	264 00		12	264 00	0 00	12 264 00
13	4 Diameter manhole 0 6	1 EA	1000 00	1000 00	80%	1	800 00	0 00	1 800 00
14	6 8	3 EA	1100 00	3300 00	80%	3	2640 00	0 00	3 2640 00
15	Extend manhole 36" above ground	4 EA	500 00	2000 00			0 00	0 00	0 00
16	Interior coating of manholes	35 VF	125 00	4375 00		23	2875 00	0 00	23 2875 00
17	Water tight frame & cover	11 EA	100 00	1100 00		11	1100 00	0 00	11 1100 00
18	Ripped rock	1 CY	40 00	40 00			0 00	0 00	0 00
19	Blasted rock	1 CY	50 00	50 00			0 00	0 00	0 00
20	Construction staking	1 LS	1500 00	1500 00	100 %		0 00	0 00	0 00
21	Flowable fill	1 CY	65 00	65 00	95%		0 00	5% 265 00	100% 5300 00
22	Clear off road pipe R/W	2550 LF	2 00	5300 00			0 00	265 00	5300 00
	Subtotal			103253 00			90873 00		91138 00
Total Contract Work Completed				799011 10		550424 50	15793 00		566217 50

On Site Sewer

1	8" PVC 0 6	1548 LF	12 00	18576 00	1548	18576 00	0 00	1548	18576 00
2	6 8	1779 LF	13 00	23127 00	1779	23127 00	0 00	1779	23127 00
3	8-10	749 LF	15 00	11235 00	749	11235 00	0 00	749	11235 00
4	10 12	88 LF	17 00	1496 00	88	1496 00	0 00	88	1496 00
5	8 DIP Extra	300 LF	8 00	2400 00	300	2400 00	0 00	300	2400 00
6	4 Diameter manhole 0 6	12 EA	1000 00	12000 00	12	10800 00	0 00	12	10800 00
7	6 8	7 EA	1100 00	7700 00	7	6930 00	0 00	7	6930 00
8	8 10	2 EA	1300 00	2600 00	2	2340 00	0 00	2	2340 00
9	10 12	1 EA	1600 00	1600 00	1	1440 00	0 00	1	1440 00
10	Tie to existing manhole	1 EA	500 00	500 00	1	500 00	0 00	1	500 00
11	8 Drop	3 5 VF	150 00	525 00	3 5	525 00	0 00	3 5	525 00
12	Long Service	39 EA	350 00	13650 00	39	13650 00	0 00	39	13650 00
13	Short Service	18 EA	150 00	2700 00	18	2700 00	0 00	18	2700 00
14	Flowable fill as needed	1 CY	65 00	65 00		0 00	0 00	0	0 00
15	Construction staking	1 LS	2250 00	2250 00	100%	2250 00	0 00	100%	2250 00
16	Ripped rock	1 CY	40 00	40 00		0 00	0 00	0	0 00
17	Blasted rock	1 CY	50 00	50 00		0 00	0 00	0	0 00
18	Clear off road pipe R/W	2600 LF	2 00	5200 00	95%	4900 00	5 / 260 00	100%	5200 00
	Subtotal			105714 00		102909 00	260 00		103169 00

Off Site Sewer

1	18" PVC 0 6	653 LF	22 00	14366 00	653	14366 00	0 00	653	14366 00
2	6 8	961 LF	25 00	24025 00	961	24025 00	0 00	961	24025 00
3	8 10	30 LF	28 00	840 00	30	840 00	0 00	30	840 00
4	18 DIP Extra	111 LF	35 00	3885 00	111	3885 00	0 00	111	3885 00
5	5 Diameter manhole 0-6	1 EA	1400 00	1400 00	1	1120 00	0 00	1	1120 00
6	6 8	6 EA	1600 00	9600 00	6	7680 00	0 00	6	7680 00
7	Extend manhole 36 above ground	7 EA	700 00	4900 00		0 00	0 00	0	0 00
8	Connect to existing manhole	1 EA	1500 00	1500 00	1	1500 00	0 00	1	1500 00
9	Interior coating of manholes	49 VF	125 00	6125 00	45	5625 00	0 00	45	5625 00
10	15 PVC 0-6	558 LF	17 00	9486 00	558	9486 00	0 00	558	9486 00
11	6 8	428 LF	19 00	8132 00	428	8132 00	0 00	428	8132 00
12	8-10	12 LF	22 00	264 00	12	264 00	0 00	12	264 00
13	4 Diameter manhole 0 6	1 EA	1000 00	1000 00	1	800 00	0 00	1	800 00
14	6 8	3 EA	1100 00	3300 00	3	2640 00	0 00	3	2640 00
15	Extend manhole 36 above ground	4 EA	500 00	2000 00		0 00	0 00	0	0 00
16	Interior coating of manholes	35 VF	125 00	4375 00	23	2875 00	0 00	23	2875 00
17	Water tight frame & cover	11 EA	100 00	1100 00	11	1100 00	0 00	11	1100 00
18	Ripped rock	1 CY	40 00	40 00		0 00	0 00	0	0 00
19	Blasted rock	1 CY	50 00	50 00		0 00	0 00	0	0 00
20	Construction staking	1 LS	1500 00	1500 00	100%	1500 00	0 00	100%	1500 00
21	Flowable fill	1 CY	65 00	65 00		0 00	0 00	0	0 00
22	Clear off road pipe R/W	2650 LF	2 00	5300 00	95%	5035 00	5% 265 00	100%	5300 00
	Subtotal			103253 00		90873 00	265 00		91138 00

Total Contract Work Completed

799011 10

550424 50

15793 00

566217 50

Change Orders and Extra Work

Change Order #1

1 Blasted rock for off site sewer

662 77 CY 50 00 33138 50
33138 50

662 77 33138 50
33138 50

0 00
0 00

662 77 33138 50
33138 50

Change Order #2

1 Blasted rock for off site sewer

248 49 CY 50 00 12424 50
12424 50

248 49 12424 50
12424 50

0 00
0 00

248 49 12424 50
12424 50

Change Order #3

On Site Sewer

1 8 PVC 0 6

2 6 8

3 8-10

4 10 12

5 4 Diameter manhole 0-6

6 6 8

7 8 10

8 10 12

9 8 Drop

Off Site Sewer

10 Embed 18 DIP off site sewer in concrete per revised plan

Water

11 12 45 Degree MJ water line bend at creek crossing per revised plan

60 LF 12 00 720 00
70 LF 13 00 910 00
65 LF 15 00 975 00
72 LF 17 00 1224 00
1 EA 1000 00 100% 1000 00
1 EA 1100 00 100% 1100 00
2 EA 1300 00 100% 2600 00
2 EA 1600 00 100% 3200 00
7 VF 150 00 1050 00

60 720 00
70 910 00
65 975 00
72 1224 00
1 1000 00
1 1100 00
2 2600 00
2 3200 00
7 1050 00

0 00
0 00
0 00
0 00
0 00 100%
0 00 100%
0 00 100%
0 00 100%
0 00 100%

60 720 00
70 910 00
65 975 00
72 1224 00
1 1000 00
1 1100 00
2 2600 00
2 3200 00
7 1050 00

5 CY 85 00 425 00

5 425 00

0 00

5 425 00

2 EA 340 00 680 00
1094 00

2 680 00
1094 00

0 00
0 00

2 680 00
1094 00

Change Order #4

1 Blasted rock for sewer and water

195 47 CY 50 00 9773 50
9773 50

195 47 9773 50
9773 50

0 00
0 00

195 47 9773 50
9773 50

Change Order #5

1 Interior coating of manholes

2 Embed 8 DIP sewer line in concrete

3 8 Drop

84 VF 100 00 8400 00
3 CY 85 00 255 00
12 VF 150 00 1800 00
6345 00

84 8400 00
3 255 00
12 1800 00
6345 00

0 00
0 00
0 00
0 00

84 8400 00
3 255 00
12 1800 00
6345 00

Change Order #6

1 54 RCP omitted from bid sheet

200 LF 85 00 17000 00
17000 00

200 17000 00
17000 00

0 00
0 00

200 17000 00
17000 00

Change Order #7

1 Embed 8 DIP water line in concrete

3 CY 85 00 255 00
255 00

3 255 00
255 00

0 00
0 00

3 255 00
255 00

Change Order #8

1 Ripped rock

763 78 CY 40 00 30551 20
30551 20

763 78 30551 20
30551 20

0 00
0 00

763 78 30551 20
30551 20

Change Order #9

1 Manhole 8 10

2 EA 1300 00 2600 00
2600 00

2 2600 00
2600 00

0 00
0 00

2 2600 00
2600 00

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Change Order #10

1	Sewer main road crossings	165 25 CY	35 00	5783 75	165 25	5783 75	0 00	165 25	5783 75
2	Water main road crossings	22 17 CY	35 00	775 95	22 17	775 95	0 00	22 17	775 95
3	Sewer service road crossings	155 93 CY	35 00	5457 55	155 93	5457 55	0 00	155 93	5457 55
4	Water service road crossings	81 2 CY	35 00	2842 00	81 2	2842 00	0 00	81 2	2842 00
				14859 25		14859 25	0 00		14859 25

Change Order #11

1	Construction of berm (cost plus)	1 LS	12575 00	12575 00	63%	7872 80	27%	3444 70	90%	11317 50
				12575 00		7872 80		3444 70		11317 50

Change Order #12

1	Ripped rock	746 21 CY	40 00	29848 40	746 21	29848 40	0 00	746 21	29848 40
				29848 40		29848 40	0 00		29848 40

Change Order #13

1	Ripped rock	237 02 CY	40 00	9480 80	237 02	9480 80	0 00	237 02	9480 80
2	Sand clay in water service road xings	81 2 CY	35 00	2842 00	81 2	2842 00	0 00	81 2	2842 00
3	Flowable fill in water serv road xings	20 CY	65 00	1300 00	20	1300 00	0 00	20	1300 00
4	12 x 6 Tee	2 EA	480 00	960 00	2	960 00	0 00	2	960 00
5	12 x 12 Tee	1 EA	500 00	500 00	1	500 00	0 00	1	500 00
6	Fire hydrant	1 EA	1920 00	1920 00	1	768 00	40%	1	768 00
7	12 x 8 Reducer	1 EA	320 00	320 00	1	320 00	0 00	1	320 00
8	12 x 4 Reducer	1 EA	300 00	300 00	1	300 00	0 00	1	300 00
9	8 Gate valve	1 EA	740 00	740 00	1	740 00	0 00	1	740 00
10	4 Gate valve	1 EA	400 00	400 00	1	400 00	0 00	1	400 00
11	4 Plug	1 EA	50 00	50 00	1	50 00	0 00	1	50 00
12	12 Gate valve	2 EA	1360 00	2760 00	2	2760 00	0 00	2	2760 00
13	12 x 6 Reducer	1 EA	320 00	320 00	1	320 00	0 00	1	320 00
14	12 x 8 Tee	1 EA	490 00	490 00	1	490 00	0 00	1	490 00
15	12 Plug	1 EA	150 00	150 00	1	150 00	0 00	1	150 00
16	12 Bend	13 EA	340 00	4420 00	13	4420 00	0 00	13	4420 00
17	8 Bend	4 EA	275 00	1100 00	4	1100 00	0 00	4	1100 00
18	4 Bend	3 EA	140 00	420 00	3	420 00	0 00	3	420 00
19	3/4 Service to long islands	2 EA	220 00	440 00	2	440 00	0 00	2	440 00
				16048 80		14896 80	768 00		15664 80

Change Order #14

1	3/4 water service on 12 DIP	12 EA	200 00	2400 00		0 00	12	2400 00	12	2400 00
2	Survey for placement of water serv	1 LS	885 00	885 00		0 00	100%	885 00	100%	885 00
3	12 x 6 Tee	1 EA	480 00	480 00		0 00	1	480 00	1	480 00
4	6 Gate valve	1 EA	520 00	520 00		0 00	1	520 00	1	520 00
5	6 Plug	1 EA	75 00	75 00		0 00	1	75 00	1	75 00
6	6 PVC	40 LF	8 50	340 00		0 00	40	340 00	40	340 00
				4700 00		0 00		4700 00		4700 00

Change Order #15

1	Additional conduit	365 LF	5 00	1825 00		0 00	365	1825 00	365	1825 00
2	Sand clay backfill for conduit	32 CY	35 00	1120 00		0 00	32	1120 00	32	1120 00
3	Flowable fill for conduit	27 5 CY	65 00	1787 50		0 00	27 5	1787 50	27 5	1787 50
				4732 50		0 00		4732 50		4732 50

Total Change Orders and Extra Work	183255 65	167968 95	13645 20	181614 15

Total Work Completed including Change Orders and Extra Work	982266 75	718393 45	29438 20	747831 65

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO (OWNER)	SEL Properties, LLC P O Box 510 Winnsboro SC 29180	PROJECT	The Courtyards at Rolling Creek Phase 1 - 57 Lots Richland County SC	APPLICATION #	7	Distribution to ☐ OWNER ☒ ARCHITECT ☐ CONTRACTOR
FROM (CONTRACTOR)	Newman Construction Inc 500 Myrtle Beach Hwy Sumter SC 29153 5014	VIA(Architect)	Letts Associates Inc P O Box 212327 Columbia SC 29221 2327	PERIOD TO	5/31/02	ARCHITECT S
CONTRACT FOR				PROJECT NO		
				CONTRACT DATE	5/26/02	

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary			
Change Orders approved in Previous months by Owner Total		Additions	Deductions
		183 255 65	0 00
Approved this month		0 00	750 00
Number	Dated Approved		
Totals		182 505 65	0 00
Net change by Change Orders		182 505 65	0 00

The undersigned contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due

CONTRACTOR Newman Construction Inc

By Deanne V. Avery Date 5/31/02

Application is made for Payment as shown below in connection with the Contract Continuation Sheet AIA Document G703 is attached

1	ORIGINAL CONTRACT SUM	\$	799 011 10
2	Net change by Change Orders	\$	182 505 65
3	CONTRACT SUM TO DATE (line 1+2)	\$	981,516 75
4	Total Completed & STORED TO DATE (Column G on G703)	\$	832 270 15
5	Retainage		
	5 00% of Completed Work (column D + E on G703)	\$	41 613 51
	5 00% of Stored Material (column F on G703)	\$	0 00
	Total Retainage (Line 5a + 5b or total in Column I of G703)	\$	41,613 51
6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$	790 656 64
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	710,440 06
8	CURRENT PAYMENT DUE	\$	80,216 58
9	BALANCE TO FINISH, PLUS RETAINAGE (LINE 3 LESS LINE 6)	\$	190 860 11

State of SC County of Sumter
Subscribed and sworn to before me this 31 day of May 2002
Notary Public Sandra B. Goza
My Commission Expires 7-12-2011

Architect's Certificate of Payment

In accordance with the contract documents based on on site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED

\$ 80,216.58

By John E. [Signature] Date 6-11-02

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Contractor's signed Certification is attached
 All tabulations below amounts are stated to the nearest dollar
 Use Column 1 on Contracts where variable retainage for line item may apply

APPLICATION NUMBER 7
 APPLICATION DATE 5/31/02
 PERIOD TO 5/31/02
 ARCHITECT'S PROJECT NO

A	B	C	D		E	F	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULE VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD						
1	Streets	\$302 142 60	\$100 724 00	\$75 361 00	\$0 00	\$176 085 00	58 28%	\$126 057 60	\$8 804 25	
2	Storm Drainage	\$136 830 50	\$125 880 50	\$6 180 00	\$0 00	\$132 060 50	96 51 %	\$4 770 00	\$6 603 03	
3	Water System	\$151 071 00	\$145 306 00	\$0 00	\$0 00	\$145 306 00	96 18%	\$5 765 00	\$7 265 30	
4	On Site Sewer	\$105 714 00	\$103 169 00	\$2 390 00	\$0 00	\$105 559 00	99 85%	\$155 00	\$5 277 95	
5	Off Site Sewer	\$103 253 00	\$91 138 00	\$0 00	\$0 00	\$91 138 00	88 27%	\$12 115 00	\$4 556 90	
6	Change Orders	\$182 505 65	\$181 614 15	\$507 50	\$0 00	\$182 121 65	99 79%	\$384 00	\$9 106 08	
	Sums	\$981 516 75	\$747 831 65	\$84 438 50	\$0 00	\$832 270 15	84 79%	\$149 246 60	\$41 613 51	

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Estimated Quantities and Unit Prices

The Courtyards at Rolling Creek
Phase 1 57 Lots
Richland County S C

Description	Unit	Unit Cost	Total Estimated Contract		Previous Estimate		This Estimate		Total to Date
Streets									
1 Cleaning and grubbing road R O W	4 76 AC	3000 00	14280 00	95%	13566 00		0 00	95%	13566 00
2 Strip store & replace topsoil	1 LS	4800 00	4800 00	50%	2400 00	40%	1920 00	90%	4320 00
3 Grading mass/fine	1 LS	95000 00	95000 00	75%	71250 00	20%	19000 00	95%	90250 00
4 Concrete key	1 EA	250 00	250 00		0 00		0 00	0	0 00
5 Silt fence	1160 LF	3 00	3480 00	486	1458 00	227	681 00	713	2139 00
6 Mud mat at entrance	1 LS	500 00	500 00	100%	500 00		0 00	100%	500 00
7 Curb 18 L Type	2908 LF	7 50	21810 00		0 00	2800	21000 00	2800	21000 00
8 Curb 18 Roll Type	6552 LF	5 00	32760 00		0 00	6552	32760 00	6552	32760 00
9 1 1/2 Asphalt paving	12002 SY	3 25	39006 50		0 00		0 00	0	0 00
10 6 Macadam	12002 SY	5 55	66611 10		0 00		0 00	0%	0 00
11 Street name sign	3 EA	280 00	870 00		0 00		0 00	0%	0 00
12 Speed limit sign	3 EA	220 00	660 00		0 00		0 00	0	0 00
13 Traffic circle sign	3 EA	260 00	780 00		0 00		0 00	0%	0 00
14 Stop sign	4 EA	220 00	880 00		0 00		0 00	0%	0 00
15 One way sign	2 EA	220 00	440 00		0 00		0 00	0	0 00
16 Yield sign	1 EA	220 00	220 00		0 00		0 00	0	0 00
17 Pavement ends sign	1 EA	220 00	220 00		0 00		0 00	0	0 00
18 Dead end sign	1 EA	220 00	220 00		0 00		0 00	0	0 00
19 Flowable fill	1 CY	65 00	65 00		0 00		0 00	0%	0 00
20 Grassing	3 AC	1500 00	4500 00		0 00		0 00	0	0 00
21 Construction staking	1 LS	9800 00	9800 00	100%	9800 00		0 00	100%	9800 00
22 Ripped rock	1 CY	40 00	40 00		0 00		0 00	0	0 00
23 Blasted rock	1 CY	50 00	50 00		0 00		0 00	0	0 00
24 4 PVC conduit	350 LF	5 00	1750 00	350	1750 00		0 00	350	1750 00
25 4 Wide concrete sidewalk	420 LF	7 50	3150 00		0 00		0 00	0	0 00
Subtotal			302142 60		100724 00		75361 00		176085 00
Storm Drainage									
1 54 CMP (Aluminum)	250 LF	72 00	18000 00	250	18000 00		0 00	250	18000 00
2 54 RCP	22 LF	85 00	1870 00	22	1870 00		0 00	22	1870 00
3 48 RCP	356 LF	63 50	22606 00	356	22606 00		0 00	356	22606 00
4 24 RCP	523 LF	25 50	13336 50	523	13336 50		0 00	523	13336 50
5 18 RCP	1388 LF	21 00	29148 00	1388	29148 00		0 00	1388	29148 00
6 54 Grouted rip rap outlet	1 EA	600 00	600 00	1	600 00		0 00	1	600 00
7 48 Grouted rip rap outlet	1 EA	500 00	500 00	1	500 00		0 00	1	500 00
8 18 CMP (Aluminum)	140 LF	18 00	2520 00	140	2520 00		0 00	140	2520 00
9 18 Flared end section	2 EA	650 00	1300 00		0 00		0 00	0	0 00
10 Rip rap & filter fabric	77 CY	60 00	4620 00	77	4620 00		0 00	77	4620 00
11 Underdrains	330 LF	8 50	2805 00	330	2805 00		0 00	330	2805 00
12 Florida type catch basin	18 EA	1500 00	27000 00	75% 18	20250 00	20% 18	5400 00	95% 18	25650 00
13 Junction box	2 EA	1250 00	2500 00	75% 2	1875 00	20% 2	500 00	95% 2	2375 00

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14	Pedestal type catch basin	1 EA	1400 00	1400 00	75%	1	1050 00	20%	1	280 00	95%	1	1330 00
15	Flowable fill as needed	1 CY	65 00	65 00			0 00			0 00		0	0 00
16	Construction staking	1 LS	1400 00	1400 00		100%	1400 00			0 00	100%	1400 00	
17	Grassing	0 59 AC	3000 00	1770 00			0 00			0 00		0	0 00
18	Ripped rock	1 CY	40 00	40 00			0 00			0 00		0	0 00
19	Blasted rock	1 CY	50 00	50 00			0 00			0 00		0	0 00
20	Inlet protection	19 EA	100 00	1900 00		19	1900 00			0 00		19	1900 00
21	Clear off road pipe R/W	1700 LF	2 00	3400 00		100%	3400 00			0 00	100%	3400 00	
	Subtotal			136830 50			125880 50			6180 00		132060 50	

Water System

1	12" DIP	3148 LF	21 00	66108 00		3148	66108 00			0 00		3148	66108 00
2	12' Cross	2 EA	650 00	1300 00		2	1300 00			0 00		2	1300 00
3	12 x 6 Tee	2 EA	480 00	960 00		2	960 00			0 00		2	960 00
4	12' x 12 Tee	1 EA	500 00	500 00		1	500 00			0 00		1	500 00
5	Fire hydrant tee & valve	6 EA	1920 00	11520 00	80%	6	9216 00			0 00	80%	6	9216 00
6	12 X 8 Reducer	2 EA	320 00	640 00		2	640 00			0 00		2	640 00
7	12 90 Degree bend MJ	2 EA	340 00	680 00		2	680 00			0 00		2	680 00
8	12 22 1/2 Degree bend MJ	3 EA	340 00	1020 00		3	1020 00			0 00		3	1020 00
9	12 x 4 Reducer	2 EA	300 00	600 00		2	600 00			0 00		2	600 00
10	8 x 10 Tapping sleeve/valve (tap fee)	1 EA	3600 00	3600 00		1	3600 00			0 00		1	3600 00
11	8 X 8 Tee	4 EA	350 00	1400 00		4	1400 00			0 00		4	1400 00
12	8 90 Degree bend	2 EA	275 00	550 00		2	550 00			0 00		2	550 00
13	8 X 4 Reducer	3 EA	180 00	540 00		3	540 00			0 00		3	540 00
14	8 Plug	1 EA	100 00	100 00		1	100 00			0 00		1	100 00
15	8 Gate valves	7 EA	740 00	5180 00		7	5180 00			0 00		7	5180 00
16	8 PVC Pipe	2316 LF	10 50	24318 00		2316	24318 00			0 00		2316	24318 00
17	4 PVC Pipe	1425 LF	6 00	8550 00		1425	8550 00			0 00		1425	8550 00
18	4 Gate valves	5 EA	400 00	2000 00		5	2000 00			0 00		5	2000 00
19	2 1/2 Blow off assembly	3 EA	450 00	1350 00			0 00			0 00		0	0 00
20	3/4 Services Short	34 EA	220 00	7480 00	80%	34	5984 00			0 00	80%	34	5984 00
21	3/4 Services Long	23 EA	100 00	2300 00	80%	23	1840 00			0 00	80%	23	1840 00
22	4 Plugs	2 EA	50 00	100 00		2	100 00			0 00		2	100 00
23	12 Gate valve	0 EA	1380 00	0 00			0 00			0 00		0	0 00
24	8 DIP	40 LF	15 00	600 00		40	600 00			0 00		40	600 00
25	12 x 6 Reducer	1 EA	320 00	320 00		1	320 00			0 00		1	320 00
26	Ripped rock	1 CY	40 00	40 00			0 00			0 00		0	0 00
27	Blasted rock	1 CY	50 00	50 00			0 00			0 00		0	0 00
28	Construction staking	1 LS	1800 00	1800 00		100%	1800 00			0 00	100%	1800 00	
29	Flowable fill	1 CY	65 00	65 00			0 00			0 00		0	0 00
30	Mud mat at Brook View Lane	1 LS	500 00	500 00		100%	500 00			0 00	100%	500 00	
31	Clear off road pipe R/W	3450 LF	2 00	6900 00		100%	6900 00			0 00	100%	6900 00	
	Subtotal			151071 00			145306 00			0 00		145306 00	

On Site Sewer

1	8" PVC 0-6	1548 LF	12 00	18576 00		1548	18576 00			0 00		1548	18576 00
2	6 8	1779 LF	13 00	23127 00		1779	23127 00			0 00		1779	23127 00
3	8 10	749 LF	15 00	11235 00		749	11235 00			0 00		749	11235 00
4	10 12	88 LF	17 00	1496 00		88	1496 00			0 00		88	1496 00
5	8 DIP Extra	300 LF	8 00	2400 00		300	2400 00			0 00		300	2400 00

6	4 Diameter manhole 0 6	12 EA	1000 00	12000 00	90%	12	10800 00	10%	12	1200 00	100%	12	12000 00
7	6 8	7 EA	1100 00	7700 00	90%	7	6930 00	10%	7	770 00	100%	7	7700 00
8	8 10	2 EA	1300 00	2600 00	90%	2	2340 00	10%	2	260 00	100%	2	2600 00
9	10 12	1 EA	1600 00	1600 00	90%	1	1440 00	10%	1	160 00	100%	1	1600 00
10	Tie to existing manhole	1 EA	500 00	500 00		1	500 00			0 00		1	500 00
11	8 Drop	3 5 VF	150 00	525 00		3 5	525 00			0 00		3 5	525 00
12	Long Service	39 EA	350 00	13650 00		39	13650 00			0 00		39	13650 00
13	Short Service	18 EA	150 00	2700 00		18	2700 00			0 00		18	2700 00
14	Flowable fill as needed	1 CY	65 00	65 00			0 00			0 00		0	0 00
15	Construction staking	1 LS	2250 00	2250 00		100%	2250 00			0 00		100%	2250 00
16	Ripped rock	1 CY	40 00	40 00			0 00			0 00		0	0 00
17	Blasted rock	1 CY	50 00	50 00			0 00			0 00		0	0 00
18	Clear off road pipe R/W	2600 LF	2 00	5200 00		100%	5200 00			0 00		100%	5200 00
	Subtotal			105714 00			103169 00			2390 00			105559 00

Off Site Sewer

1	18" PVC 0-6	653 LF	22 00	14366 00		653	14366 00			0 00		653	14366 00
2	6 8	961 LF	25 00	24025 00		961	24025 00			0 00		961	24025 00
3	8 10	30 LF	28 00	840 00		30	840 00			0 00		30	840 00
4	18 DIP Extra	111 LF	35 00	3885 00		111	3885 00			0 00		111	3885 00
5	5 Diameter manhole 0-6	1 EA	1400 00	1400 00	80%	1	1120 00			0 00	80%	1	1120 00
6	6-8	6 EA	1600 00	9600 00	80%	6	7680 00			0 00	80%	6	7680 00
7	Extend manhole 36' above ground	7 EA	700 00	4900 00			0 00			0 00		0	0 00
8	Connect to existing manhole	1 EA	1500 00	1500 00		1	1500 00			0 00		1	1500 00
9	Interior coating of manholes	49 VF	125 00	6125 00		45	5625 00			0 00		45	5625 00
10	15 PVC 0-6	558 LF	17 00	9486 00		558	9486 00			0 00		558	9486 00
11	6-8	428 LF	19 00	8132 00		428	8132 00			0 00		428	8132 00
12	8 10	12 LF	22 00	264 00		12	264 00			0 00		12	264 00
13	4 Diameter manhole 0-6	1 EA	1000 00	1000 00	80%	1	800 00			0 00	80%	1	800 00
14	6 8	3 EA	1100 00	3300 00	80%	3	2640 00			0 00	80%	3	2640 00
15	Extend manhole 36' above ground	4 EA	500 00	2000 00			0 00			0 00		0	0 00
16	Interior coating of manholes	35 VF	125 00	4375 00		23	2875 00			0 00		23	2875 00
17	Water tight frame & cover	11 EA	100 00	1100 00		11	1100 00			0 00		11	1100 00
18	Ripped rock	1 CY	40 00	40 00			0 00			0 00		0	0 00
19	Blasted rock	1 CY	50 00	50 00			0 00			0 00		0	0 00
20	Construction staking	1 LS	1500 00	1500 00		100%	1500 00			0 00		100%	1500 00
21	Flowable fill	1 CY	65 00	65 00			0 00			0 00		0	0 00
22	Clear off road pipe R/W	2650 LF	2 00	5300 00		100%	5300 00			0 00		100%	5300 00
	Subtotal			103253 00			91138 00			0 00			91138 00

Total Contract Work Completed		799011 10		566217 50		83931 00		650148 50

Change Orders and Extra Work

Change Order #1

1	Blasted rock for off site sewer	662 77 CY	50 00	33138 50		662 77	33138 50			0 00		662 77	33138 50
				33138 50			33138 50			0 00			33138 50

Change Order #2

1	Blasted rock for off site sewer	248 49 CY	50 00	12424 50		248 49	12424 50			0 00		248 49	12424 50
				12424 50			12424 50			0 00			12424 50

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Change Order #3

On Site Sewer

1	8	PVC 0-6	-60 LF	12 00	720 00	60	720 00	0 00	-60	720 00		
2		6 8	70 LF	13 00	910 00	70	910 00	0 00	70	910 00		
3		8-10	-65 LF	15 00	975 00	-65	975 00	0 00	-65	975 00		
4		10 12	72 LF	17 00	1224 00	72	1224 00	0 00	72	1224 00		
5	4	Diameter manhole 0-6	1 EA	1000 00	1000 00	100%	1	1000 00	0 00	100%	1	1000 00
6		6 8	1 EA	1100 00	1100 00	100%	1	1100 00	0 00	100%	1	1100 00
7		8 10	2 EA	1300 00	2600 00	100%	2	2600 00	0 00	100%	2	2600 00
8		10 12	2 EA	1600 00	3200 00	100%	2	3200 00	0 00	100%	2	3200 00
9	8	Drop	7 VF	150 00	1050 00	7	1050 00	0 00	7	1050 00		

Off Site Sewer

10	Embed 18 DIP off site sewer in concrete per revised plan	5 CY	85 00	425 00	5	425 00	0 00	5	425 00

Water

11	12 45 Degree MJ water line bend at creek crossing per revised plan	2 EA	340 00	680 00	2	680 00	0 00	2	680 00
				1094 00		1094 00	0 00		1094 00

Change Order #4

1	Blasted rock for sewer and water	195 47 CY	50 00	9773 50	195 47	9773 50	0 00	195 47	9773 50
				9773 50		9773 50	0 00		9773 50

Change Order #5

1	Interior coating of manholes	84 VF	100 00	8400 00	84	8400 00	0 00	84	8400 00
2	Embed 8 DIP sewer line in concrete	3 CY	85 00	255 00	3	255 00	0 00	3	255 00
3	8 Drop	12 VF	150 00	1800 00	12	1800 00	0 00	12	1800 00
				-6345 00		-6345 00	0 00		-6345 00

Change Order #6

1	54 RCP omitted from bid sheet	200 LF	85 00	17000 00	200	17000 00	0 00	200	17000 00
				17000 00		17000 00	0 00		17000 00

Change Order #7

1	Embed 8 DIP water line in concrete	3 CY	85 00	255 00	3	255 00	0 00	3	255 00
				255 00		255 00	0 00		255 00

Change Order #8

1	Ripped rock	763 78 CY	40 00	30551 20	763 78	30551 20	0 00	763 78	30551 20
				30551 20		30551 20	0 00		30551 20

Change Order #9

1	Manhole 8 10	2 EA	1300 00	2600 00	2	2600 00	0 00	2	2600 00
				2600 00		2600 00	0 00		2600 00

Change Order #10

1	Sewer main road crossings	165 25 CY	35 00	5783 75	165 25	5783 75	0 00	165 25	5783 75
2	Water main road crossings	22 17 CY	35 00	775 95	22 17	775 95	0 00	22 17	775 95
3	Sewer service road crossings	155 93 CY	35 00	5457 55	155 93	5457 55	0 00	155 93	5457 55
4	Water service road crossings	81 2 CY	35 00	2842 00	81 2	2842 00	0 00	81 2	2842 00
				14859 25		14859 25	0 00		14859 25

Change Order #11

1	Construction of berm (cost plus)	1 LS	12575 00	12575 00	90%	11317 50	10%	1257 50	100%	12575 00
				12575 00		11317 50		1257 50		12575 00

Change Order #12

1	Ripped rock	746 21 CY	40 00	29848 40	746 21	29848 40	0 00	746 21	29848 40
				29848 40		29848 40	0 00		29848 40

0002174

Change Order #13

1	Ripped rock	237 02 CY	40 00	9480 80	237 02	9480 80	0 00	237 02	9480 80
2	Sand clay in water service road xings	81 2 CY	35 00	2842 00	81 2	2842 00	0 00	81 2	2842 00
3	Flowable fill in water serv road xings	20 CY	65 00	1300 00	20	1300 00	0 00	20	1300 00
4	12 x 6 Tee	2 EA	480 00	960 00	2	960 00	0 00	2	960 00
5	12 x 12 Tee	1 EA	500 00	500 00	1	500 00	0 00	1	500 00
6	Fire hydrant	1 EA	1920 00	1920 00	1	1536 00	0 00	1	1536 00
7	12 x 8 Reducer	1 EA	320 00	320 00	1	320 00	0 00	1	320 00
8	12 x 4 Reducer	1 EA	300 00	300 00	1	300 00	0 00	1	300 00
9	8 Gate valve	1 EA	740 00	740 00	1	740 00	0 00	1	740 00
10	4 Gate valve	1 EA	400 00	-400 00	1	-400 00	0 00	1	-400 00
11	4 Plug	1 EA	50 00	50 00	1	50 00	0 00	1	50 00
12	12 Gate valve	2 EA	1380 00	2760 00	2	2760 00	0 00	2	2760 00
13	12 x 6' Reducer	1 EA	320 00	320 00	1	320 00	0 00	1	320 00
14	12 x 8 Tee	1 EA	490 00	490 00	1	490 00	0 00	1	490 00
15	12 Plug	1 EA	150 00	150 00	1	150 00	0 00	1	150 00
16	12 Bend	13 EA	340 00	4420 00	13	4420 00	0 00	13	4420 00
17	8 Bend	4 EA	275 00	1100 00	4	1100 00	0 00	4	1100 00
18	4 Bend	3 EA	140 00	420 00	3	420 00	0 00	3	420 00
19	3/4 Service to long islands	2 EA	220 00	440 00	2	440 00	0 00	2	440 00
				16048 80		15664 80	0 00		15664 80

Change Order #14

1	3/4 water service on 12 DIP	12 EA	200 00	2400 00	12	2400 00	0 00	12	2400 00
2	Survey for placement of water serv	1 LS	885 00	885 00	100%	885 00	0 00	100%	885 00
3	12 x 6 Tee	1 EA	480 00	480 00	1	480 00	0 00	1	480 00
4	6 Gate valve	1 EA	520 00	520 00	1	520 00	0 00	1	520 00
5	6 Plug	1 EA	75 00	75 00	1	75 00	0 00	1	75 00
6	6 PVC	40 LF	8 50	340 00	40	340 00	0 00	40	340 00
				4700 00		4700 00	0 00		4700 00

Change Order #15

1	Additional conduit	365 LF	5 00	1825 00	365	1825 00	0 00	365	1825 00
2	Sand clay backfill for conduit	32 CY	35 00	1120 00	32	1120 00	0 00	32	1120 00
3	Flowable fill for conduit	27 5 CY	65 00	1787 50	27 5	1787 50	0 00	27 5	1787 50
				4732 50		4732 50	0 00		4732 50

Change Order #16

1	Omit grassing of berm	1 LS	750 00	750 00		0 00	100%	750 00	100%	750 00
				750 00		0 00		750 00		750 00

Total Change Orders and Extra Work	182505 65	181614 15	507 50	182121 65

Total Work Completed including Change Orders and Extra Work	981516 75	747831 65	84438 50	832270 15

PARTIAL WAIVER OF LIEN

STATE OF South Carolina

COUNTY OF Richland

Whereas, Newman Const has been employed by S E L Properties, LLC to furnish labor and/or materials for the project known as The Courtyards at Rolling Creek legally described as follows

~~New construction of building~~ Site Improvements

Now, therefore, the undersigned, for and in consideration of the sum of 710,440.06 and other good and valuable consideration the receipt whereof hereby acknowledged, do hereby waive, relinquish, surrender and release any and all lien, claim, or right to lien on the above said described project and premises arising under and by virtue of the mechanic's lien laws of the State of South Carolina on account of any labor performed or the furnishing of any material to the above described project and premises up to and including the (day) 31st day of (month) MAY, (year) 2002. Upon receipt of this month's draw request of \$ 80,216.58 will also waive and release any and all liens or claims, or right to lien on the above project as it relates to the stated draw request.

Dated this (day) 31st day of (month) MAY, (year) 2002

Newman Construction, Inc
(Company)

By Darlene V Ivey
Darlene V Ivey
Its Secretary/Treasurer

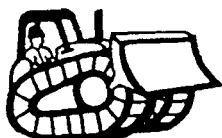
STATE OF South Carolina

COUNTY OF Richland

On this (day) 31st day of (month) MAY, (year) 2002
Before me, a Notary Public in and for said County and State personally appeared Darlene V. Ivey, to me personally known who, being by me duly sworn, did say that he is an officer of Newman Const, Inc and that said instrument was executed in behalf of said corporation by the authority of its Board of Directors and said officer acknowledged said instrument to be the free act and deed of said corporation.

Sandra B Goza
Notary Public

My Commission Expires 7-12-2011



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Change Order No 16
Date May 31 2002

Attn W P Melton

Contract Date October 26, 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order for the omission of the grassing on the berm as stated in the attached letter from the engineer

1 Omit grassing of berm 1 LS @ (750 00) = (\$750 00)

Total Change Order (\$750 00)

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	183255 65
The contract sum prior to this change order	982266 75
The contract sum will be ~~(increased)~~ (decreased)(unchanged) by this change order in the amount of	-750 00
The new contract sum including this change order	981516 75

Owner
S E L Properties, LLC
P O Box 510
Winnsboro S C 29180

Signature

Print Name and Title

Date

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter, S C 29153-5014

Signature

DARLENE V IVEY, Comptroller

5/31/02
Date

Engineer
Letts Associates, Inc
P O Box 212327
Columbia, S.C. 29221-2327

Signature

JOHNNY T JOHNSON, P.E.

6-11-02
Date

PHONE (803) 775-2385 • FAX (803) 775-1040

GRADING • PAVING • UTILITIES

0002176

LETTS ASSOCIATES, INC

CIVIL ENGINEERING DESIGN & CONSULTING



RC22

April 23, 2002

Jimmy Newman
Newman Construction Co Inc
500 Myrtle Beach Hwy
Sumter SC

Re The Courtyards at Rolling Creek Phase I
Berm
M-1007

Dear Mr Newman

Dutchfork Development Group has decided that others will do the grassing of the berm
along Boyd Branch Crossing

If you have any questions or comments please contact our office

Yours truly,

Chad Baltzegar, Project Manager

Cc Billy Melton
Steve Lipscomb

TO (OWNER)	S E L Properties, LLC P O Box 510 Winnboro S C 29180	PROJECT	The Courtyards at Rolling Creek Phase 1 - 57 Lots Richland County S C	APPLICATION # 8	Distribution to ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR
FROM (CONTRACTOR)	Newman Construction Inc 500 Myrtle Beach Hwy Sumter SC 29153 5014	VIA(Architect)	Letts Associates Inc P O Box 212327 Columbia S C 29221 2327	PERIOD TO 6/30/02	ARCHITECT S PROJECT NO
CONTRACT FOR				CONTRACT DATE	10/26/01

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary			
Change Orders approved in Previous months by Owner Total		Additions	Deductions
		182 505 65	0 00
Approved this month		44 407 40	0 00
Number	Dated Approved		
Totals		226 913 05	0 00
Net change by Change Orders		226 913 05	0 00

The undersigned contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due

CONTRACTOR Newman Construction Inc

By Darlene V. Joy Date 6/30/02

Application is made for Payment as shown below in connection with the Contract Continuation Sheet, AIA Document G703 is attached

1 ORIGINAL CONTRACT SUM	\$ 799 011 10
2 Net change by Change Orders	\$ 226 913 05
3 CONTRACT SUM TO DATE (line 1+2)	\$ 1 025 924 15
4 Total Completed & STORED TO DATE (Column G on G703)	\$ 962 982 55
5 Retainage	
5.00% of Completed Work	\$ 48 149 13
(column D + E on G703)	
5.00% of Stored Material	\$ 0 00
(column F on G703)	
Total Retainage (Line 5a + 5b or total in Column I of G703)	\$ 48 149 13
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$ 914 833 42
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 790 656 64
8 CURRENT PAYMENT DUE	\$ 124 176 78
9 BALANCE TO FINISH, PLUS RETAINAGE (LINE 3 LESS LINE 6)	\$ 111 090 73

State of SC County of Sumter
 Subscribed and sworn to before me this 30 day of June 2002
 Notary Public Sandra B. Goza
 My Commission Expires 7-12-2011

Architect's Certificate of Payment

In accordance with the contract documents based on on site observation and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ 124,176 78
 (Attached explanation if amount differs from the amount applied for)
 Architect

By [Signature] Date 7-12-02
 This Certificate is not valid unless the AMOUNT CERTIFIED is payable only to the Contractor named herein issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract

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CONTINUATION SHEET

Contractor's signed Certification is attached

In tabulations below amounts are stated to the nearest dollar

Use Column 1 on Contracts where variable retainage for line item may apply

APPLICATION NUMBER 8

APPLICATION DATE 6/30/02

PERIOD TO 6/30/02

ARCHITECT S PROJECT NO

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C G)	I RETAINAGE
			WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD E		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1	Streets	\$302 142 60	\$176 085 00	\$112 371 60	\$0 00	\$288 456 60	95 47 %	\$13 686 00	\$14 422 83
2	Storm Drainage	\$136 830 50	\$132 060 50	\$1 545 00	\$0 00	\$133 605 50	97 64 /	\$3 225 00	\$6 680 28
3	Water System	\$151 071 00	\$145 306 00	\$5 610 00	\$0 00	\$150 916 00	99 90%	\$155 00	\$7 545 80
4	On Site Sewer	\$105 714 00	\$105 559 00	\$0 00	\$0 00	\$105 559 00	99 85%	\$155 00	\$5 277 95
5	Off Site Sewer	\$103 253 00	\$91 138 00	\$0 00	\$0 00	\$91 138 00	88 27 %	\$12 115 00	\$4 556 90
6	Change Orders	\$226 913 05	\$182 121 65	\$11 185 80	\$0 00	\$193 307 45	85 19 /	\$33 605 60	\$9 665 37
	Sums	\$1 025 924 15	\$832 270 15	\$130 712 40	\$0 00	\$962 982 55	93 66%	\$62 941 60	\$48 149 13

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Estimated Quantities and Unit Prices

The Courtyards at Rolling Creek
Phase 1 57 Lots
Richland County S C

Description	Unit	Unit Cost	Total Estimated Contract	Previous Estimate	This Estimate	Total to Date
Streets						
1 Clearing and grubbing road ROW	4 76 AC	3000 00	14280 00			
2 Strip store & replace topsoil	1 LS	4800 00	4800 00	95%	13566 00	5 % 714 00
3 Grading mass/fine	1 LS	95000 00	95000 00	90%	4320 00	100% 14280 00
4 Concrete key	1 EA	250 00	250 00	95%	90250 00	100% 4800 00
5 Silt fence	1160 LF	3 00	3480 00		0 00	100 % 95000 00
6 Mud mat at entrance	1 LS	500 00	500 00	713	2139 00	0 00
7 Curb 18 L Type	2908 LF	7 50	21810 00	100 %	500 00	713 2139 00
8 Curb 18 Roll Type	6552 LF	5 00	32760 00	2800	21000 00	100% 500 00
9 1 1/2 Asphalt paving	12002 SY	3 25	39006 50	6552	32760 00	108 810 00
10 6 Macadam	12002 SY	5 55	66611 10		0 00	2908 21810 00
11 Street name sign	3 EA	290 00	870 00		0 00	6552 32760 00
12 Speed limit sign	3 EA	220 00	660 00		0 00	100% 39006 50
13 Traffic circle sign	3 EA	260 00	780 00		0 00	100% 66611 10
14 Stop sign	4 EA	220 00	880 00		0 00	0 % 0 00
15 One way sign	2 EA	220 00	440 00		0 00	0 0 00
16 Yield sign	1 EA	220 00	220 00		0 00	0 % 0 00
17 Pavement ends sign	1 EA	220 00	220 00		0 00	0 0 00
18 Dead end sign	1 EA	220 00	220 00		0 00	0 0 00
19 Flowable fill	1 CY	65 00	65 00		0 00	0 0 00
20 Grassing	3 AC	1500 00	4500 00		0 00	0 / 0 00
21 Construction staking	1 LS	9800 00	9800 00		0 00	0 0 00
22 Ripped rock	1 CY	40 00	40 00	100 /	9800 00	0 00
23 Blasted rock	1 CY	50 00	50 00		0 00	100 % 9800 00
24 4 PVC conduit	350 LF	5 00	1750 00		0 00	0 0 00
25 4 Wide concrete sidewalk	420 LF	7 50	3150 00	350	1750 00	0 0 00
Subtotal			302142 60		0 00	350 1750 00
					0 00	0 0 00
					176085 00	0 0 00
						112371 60
						288456 60
Storm Drainage						
1 54 CMP (Aluminum)	250 LF	72 00	18000 00	250	18000 00	0 00
2 54 RCP	22 LF	85 00	1870 00	22	1870 00	0 00
3 48 RCP	356 LF	63 50	22606 00	356	22606 00	0 00
4 24 RCP	523 LF	25 50	13336 50	523	13336 50	0 00
5 18 RCP	1388 LF	21 00	29148 00	1388	29148 00	0 00
6 54 Grouted np rap outlet	1 EA	600 00	600 00	1	600 00	0 00
7 48 Grouted np rap outlet	1 EA	500 00	500 00	1	500 00	0 00
8 18 CMP (Aluminum)	140 LF	18 00	2520 00	140	2520 00	0 00
9 18 Flared end section	2 EA	650 00	1300 00		0 00	140 2520 00
10 Rip rap & filter fabric	77 CY	60 00	4620 00		0 00	0 0 00
11 Underdrains	330 LF	8 50	2805 00	77	4620 00	0 00
12 Florida type catch basin	18 EA	1500 00	27000 00	330	2805 00	0 00
13 Junction box	2 EA	1250 00	2500 00	95% 18	25650 00	5 % 18 1350 00
				95 % 2	2375 00	5% 2 125 00
						100 / 100 %

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14	Pedestal type catch basin	1 EA	1400 00	1400 00	95%	1	1330 00	5 /	1	70 00	100 /	1	1400 00
15	Flowable fill as needed	1 CY	65 00	65 00			0 00			0 00		0	0 00
16	Construction staking	1 LS	1400 00	1400 00		100%	1400 00			0 00		100%	1400 00
17	Grassing	0 59 AC	3000 00	1770 00			0 00			0 00		0	0 00
18	Ripped rock	1 CY	40 00	40 00			0 00			0 00		0	0 00
19	Blasted rock	1 CY	50 00	50 00			0 00			0 00		0	0 00
20	Inlet protection	19 EA	100 00	1900 00		19	1900 00			0 00		0	0 00
21	Clear off road pipe R/W	1700 LF	2 00	3400 00		100%	3400 00			0 00		19	1900 00
	Subtotal			<u>135830 50</u>			<u>132060 50</u>			<u>1545 00</u>		<u>100 %</u>	<u>3400 00</u>
	Water System												<u>133605 50</u>
1	12" DIP	3148 LF	21 00	66108 00		3148	66108 00			0 00		3148	66108 00
2	12" Cross	2 EA	650 00	1300 00		2	1300 00			0 00		2	1300 00
3	12 x 6 Tee	2 EA	480 00	960 00		2	960 00			0 00		2	960 00
4	12 x 12 Tee	1 EA	500 00	500 00		1	500 00			0 00		1	500 00
5	Fire hydrant tee & valve	6 EA	1920 00	11520 00	80%	6	9216 00	20%	6	2304 00	100%	6	11520 00
6	12 X 8 Reducer	2 EA	320 00	640 00		2	640 00			0 00		2	640 00
7	12 90 Degree bend MJ	2 EA	340 00	680 00		2	680 00			0 00		2	680 00
8	12 22 1/2 Degree bend MJ	3 EA	340 00	1020 00		3	1020 00			0 00		3	1020 00
9	12 x 4 Reducer	2 EA	300 00	600 00		2	600 00			0 00		2	600 00
10	8 x 10 Tapping sleeve/valve (tap fee)	1 EA	3600 00	3600 00		1	3600 00			0 00		1	3600 00
11	8 X 8 Tee	4 EA	350 00	1400 00		4	1400 00			0 00		4	1400 00
12	8 90 Degree bend	2 EA	275 00	550 00		2	550 00			0 00		2	550 00
13	8 X 4" Reducer	3 EA	180 00	540 00		3	540 00			0 00		3	540 00
14	8 Plug	1 EA	100 00	100 00		1	100 00			0 00		1	100 00
15	8 Gate valves	7 EA	740 00	5180 00		7	5180 00			0 00		7	5180 00
16	8 PVC Pipe	2316 LF	10 50	24318 00		2316	24318 00			0 00		2316	24318 00
17	4 PVC Pipe	1425 LF	6 00	8550 00		1425	8550 00			0 00		1425	8550 00
18	4 Gate valves	5 EA	400 00	2000 00		5	2000 00			0 00		5	2000 00
19	2 1/2 Blow off assembly	3 EA	450 00	1350 00			0 00		3	1350 00		3	1350 00
20	3/4 Services Short	34 EA	220 00	7480 00	80%	34	5984 00	20 %	34	1496 00	100 /	34	7480 00
21	3/4 Services Long	23 EA	100 00	2300 00	80 %	23	1840 00	20 %	23	460 00	100 /	23	2300 00
22	4 Plugs	2 EA	50 00	100 00		2	100 00			0 00		2	100 00
23	12 Gate valve	0 EA	1380 00	0 00			0 00			0 00		0	0 00
24	8 DIP	40 LF	15 00	600 00		40	600 00			0 00		40	600 00
25	12 x 6 Reducer	1 EA	320 00	320 00		1	320 00			0 00		1	320 00
26	Ripped rock	1 CY	40 00	40 00			0 00			0 00		0	0 00
27	Blasted rock	1 CY	50 00	50 00			0 00			0 00		0	0 00
28	Construction staking	1 LS	1800 00	1800 00		100 /	1800 00			0 00		100 %	1800 00
29	Flowable fill	1 CY	65 00	65 00			0 00			0 00		0	0 00
30	Mud mat at Brook View Lane	1 LS	500 00	500 00		100%	500 00			0 00		100%	500 00
31	Clear off road pipe R/W	3450 LF	2 00	6900 00		100%	6900 00			0 00		100%	6900 00
	Subtotal			<u>151071 00</u>			<u>145306 00</u>			<u>5610 00</u>		<u>100%</u>	<u>150916 00</u>
	On Site Sewer												
1	8" PVC 0-6	1548 LF	12 00	18576 00		1548	18576 00			0 00		1548	18576 00
2	6 8	1779 LF	13 00	23127 00		1779	23127 00			0 00		1779	23127 00
3	8-10	749 LF	15 00	11235 00		749	11235 00			0 00		749	11235 00
4	10 12	88 LF	17 00	1496 00		88	1496 00			0 00		88	1496 00
5	8 DIP Extra	300 LF	8 00	2400 00		300	2400 00			0 00		300	2400 00

Line Item	Description	Quantity	Unit	Price	Amount	Percentage	Quantity	Unit	Price	Amount	Percentage	Quantity	Unit	Price	Amount
6	4 Diameter manhole 0-6	12	EA	1000 00	12000 00	100%	12		12000 00			12		12000 00	
7	6-8	7	EA	1100 00	7700 00	100 %	7		7700 00	0 00	100 %	7		7700 00	
8	8 10	2	EA	1300 00	2600 00	100%	2		2600 00	0 00	100 %	2		2600 00	
9	10 12	1	EA	1600 00	1600 00	100%	1		1600 00	0 00	100%	1		1600 00	
10	Tie to existing manhole	1	EA	500 00	500 00		1		500 00	0 00	100 %	1		500 00	
11	8 Drop	3 5	VF	150 00	525 00		3 5		525 00	0 00		3 5		525 00	
12	Long Service	39	EA	350 00	13650 00		39		13650 00	0 00		39		13650 00	
13	Short Service	18	EA	150 00	2700 00		18		2700 00	0 00		18		2700 00	
14	Flowable fill as needed	1	CY	65 00	65 00				0 00	0 00		0		0 00	
15	Construction staking	1	LS	2250 00	2250 00				2250 00	0 00		0		0 00	
16	Ripped rock	1	CY	40 00	40 00	100%			40 00	0 00	100 /	0		40 00	
17	Blasted rock	1	CY	50 00	50 00				50 00	0 00		0		50 00	
18	Clear off road pipe RW	2600	LF	2 00	5200 00	100%			5200 00	0 00	100%	0		5200 00	
	Subtotal				105714 00				105559 00	0 00				105559 00	
	Off Site Sewer									0 00					
1	18" PVC 0-6	653	LF	22 00	14366 00		653		14366 00	0 00		653		14366 00	
2	6-8	961	LF	25 00	24025 00		961		24025 00	0 00		961		24025 00	
3	8 10	30	LF	28 00	840 00		30		840 00	0 00		30		840 00	
4	18 DIP Extra	111	LF	35 00	3885 00		111		3885 00	0 00		111		3885 00	
5	5 Diameter manhole 0-6	1	EA	1400 00	1400 00	80%	1		1120 00	0 00	80 /	1		1120 00	
6	6-8	6	EA	1600 00	9600 00	80%	6		7680 00	0 00	80 /	6		7680 00	
7	Extend manhole 36 above ground	7	EA	700 00	4900 00				0 00	0 00		0		0 00	
8	Connect to existing manhole	1	EA	1500 00	1500 00		1		1500 00	0 00		1		1500 00	
9	Interior coating of manholes	49	VF	125 00	6125 00		45		5625 00	0 00		45		5625 00	
10	15 PVC 0-6	558	LF	17 00	9486 00		558		9486 00	0 00		558		9486 00	
11	6-8	428	LF	19 00	8132 00		428		8132 00	0 00		428		8132 00	
12	8 10	12	LF	22 00	264 00		12		264 00	0 00		12		264 00	
13	4 Diameter manhole 0-6	1	EA	1000 00	1000 00	80%	1		800 00	0 00	80%	1		800 00	
14	6-8	3	EA	1100 00</											

Change Order #3On Site Sewer

1	8 PVC 0-6	-60 LF	12 00	720 00	60	720 00	0 00	-60	720 00		
2	6-8	70 LF	13 00	910 00	70	910 00	0 00	70	910 00		
3	8 10	-65 LF	15 00	975 00	-65	975 00	0 00	-65	975 00		
4	10 12	72 LF	17 00	1224 00	72	1224 00	0 00	72	1224 00		
5	4 Diameter manhole 0-6	1 EA	1000 00	1000 00	100%	1	1000 00	0 00	100%	1	1000 00
6	6-8	1 EA	1100 00	1100 00	100 %	1	1100 00	0 00	100 /	1	1100 00
7	8 10	2 EA	1300 00	2600 00	100 %	2	2600 00	0 00	100 /	2	2600 00
8	10-12	2 EA	1600 00	3200 00	100%	2	3200 00	0 00	100 /	2	3200 00
9	8 Drop	7 VF	150 00	1050 00		7	1050 00	0 00		7	1050 00

Off Site Sewer

10	Embed 18 DIP off site sewer in concrete per revised plan	5 CY	85 00	425 00	5	425 00	0 00	5	425 00

Water

11	12 45 Degree MJ water line bend at creek crossing per revised plan	2 EA	340 00	680 00	2	680 00	0 00	2	680 00
				1094 00		1094 00	0 00		1094 00

Change Order #4

1	Blasted rock for sewer and water	195 47 CY	50 00	9773 50	195 47	9773 50	0 00	195 47	9773 50
				9773 50		9773 50	0 00		9773 50

Change Order #5

1	Intenor coating of manholes	84 VF	100 00	-8400 00	84	8400 00	0 00	84	8400 00
2	Embed 8 DIP sewer line in concrete	3 CY	85 00	255 00	3	255 00	0 00	3	255 00
3	8 Drop	12 VF	150 00	1800 00	12	1800 00	0 00	12	1800 00
				-6345 00		-6345 00	0 00		-6345 00

Change Order #6

1	54 RCP omitted from bid sheet	200 LF	85 00	17000 00	200	17000 00	0 00	200	17000 00
				17000 00		17000 00	0 00		17000 00

Change Order #7

1	Embed 8 DIP water line in concrete	3 CY	85 00	255 00	3	255 00	0 00	3	255 00
				255 00		255 00	0 00		255 00

Change Order #8

1	Ripped rock	763 78 CY	40 00	30551 20	763 78	30551 20	0 00	763 78	30551 20
				30551 20		30551 20	0 00		30551 20

Change Order #9

1	Manhole 8 10	2 EA	1300 00	2600 00	2	2600 00	0 00	2	2600 00
				2600 00		2600 00	0 00		2600 00

Change Order #10

1	Sewer main road crossings	165 25 CY	35 00	5783 75	165 25	5783 75	0 00	165 25	5783 75
2	Water main road crossings	22 17 CY	35 00	775 95	22 17	775 95	0 00	22 17	775 95
3	Sewer service road crossings	155 93 CY	35 00	5457 55	155 93	5457 55	0 00	155 93	5457 55
4	Water service road crossings	81 2 CY	35 00	2842 00	81 2	2842 00	0 00	81 2	2842 00
				14859 25		14859 25	0 00		14859 25

Change Order #11

1	Construction of berm (cost plus)	1 LS	12575 00	12575 00	100%	12575 00	0 00	100 /	12575 00
				12575 00		12575 00	0 00		12575 00

Change Order #12

1	Ripped rock	746 21 CY	40 00	29848 40	746 21	29848 40	0 00	746 21	29848 40
				29848 40		29848 40	0 00		29848 40

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Change Order #13

1	Ripped rock	237 02 CY	40 00	9480 80	237 02	9480 80	0 00	237 02	9480 80
2	Sand clay in water service road xings	81 2 CY	35 00	2842 00	81 2	2842 00	0 00	81 2	2842 00
3	Flowable fill in water serv road xings	20 CY	65 00	1300 00	20	1300 00	0 00	20	1300 00
4	12 x 6 Tee	2 EA	480 00	960 00	2	960 00	0 00	2	960 00
5	12 x 12 Tee	1 EA	500 00	500 00	1	500 00	0 00	1	500 00
6	Fire hydrant	1 EA	1920 00	1920 00	1	1536 00	20 % 384 00	1	1920 00
7	12 x 8 Reducer	1 EA	320 00	320 00	1	320 00	0 00	1	320 00
8	12 x 4 Reducer	1 EA	300 00	300 00	1	300 00	0 00	1	300 00
9	8 Gate valve	1 EA	740 00	740 00	1	740 00	0 00	1	740 00
10	4 Gate valve	1 EA	400 00	400 00	1	400 00	0 00	1	400 00
11	4 Plug	1 EA	50 00	50 00	1	50 00	0 00	1	50 00
12	12 Gate valve	2 EA	1380 00	2760 00	2	2760 00	0 00	2	2760 00
13	12 x 6 Reducer	1 EA	320 00	320 00	1	320 00	0 00	1	320 00
14	12 x 8 Tee	1 EA	490 00	490 00	1	490 00	0 00	1	490 00
15	12 Plug	1 EA	150 00	150 00	1	150 00	0 00	1	150 00
16	12 Bend	13 EA	340 00	4420 00	13	4420 00	0 00	13	4420 00
17	8 Bend	4 EA	275 00	1100 00	4	1100 00	0 00	4	1100 00
18	4 Bend	3 EA	140 00	420 00	3	420 00	0 00	3	420 00
19	3/4 Service to long islands	2 EA	220 00	440 00	2	440 00	0 00	2	440 00
				16048 80					16048 80
									384 00

Change Order #14

1	3/4 water service on 12 DIP	12 EA	200 00	2400 00	12	2400 00	0 00	12	2400 00
2	Survey for placement of water serv	1 LS	885 00	885 00	100%	885 00	0 00	100%	885 00
3	12 x 6 Tee	1 EA	480 00	480 00	1	480 00	0 00	1	480 00
4	6 Gate valve	1 EA	520 00	520 00	1	520 00	0 00	1	520 00
5	6 Plug	1 EA	75 00	75 00	1	75 00	0 00	1	75 00
6	6 PVC	40 LF	8 50	340 00	40	340 00	0 00	40	340 00
				4700 00					4700 00
									0 00

Change Order #15

1	Additional conduit	365 LF	5 00	1825 00	365	1825 00	0 00	365	1825 00
2	Sand clay backfill for conduit	32 CY	35 00	1120 00	32	1120 00	0 00	32	1120 00
3	Flowable fill for conduit	27 5 CY	65 00	1787 50	27 5	1787 50	0 00	27 5	1787 50
				4732 50					4732 50
									0 00

Change Order #16

1	Omit grassing of berm	1 LS	750 00	750 00	100%	750 00	0 00	100%	750 00
				750 00					750 00
									0 00

Change Order #17

1	Full depth asphalt (5 1/4) in lieu of								
	6 SABC and 1 1/2 asphalt	12002 SY	3 70	44407 40		0 00	24 32% 10801 80	24 32 %	10801 80
				44407 40					10801 80
									0 00

Total Change Orders and Extra Work	226913 05	182121 65	11185 80	193307 45

Total Work Completed including Change Orders and Extra Work	1025924 15	832270 15	130712 40	962982 55

CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO (OWNER) S E L Properties LLC PROJECT The Courtyards at Rolling Creek APPLICATION # 9 Distribution to
P O Box 510 Phase 1 - 57 Lots 9 OWNER
Winnsboro SC 29180 Richland County SC PERIOD TO 7/31/02 ARCHITECT
FROM (CONTRACTOR) Newman Construction Inc VIA(Architect) Letts Associates Inc ARCHITECT S
500 Myrtle Beach Hwy P O Box 212327 PROJECT NO CONTRACTOR
Sumter SC 29153 5014 Columbia SC 29221 2327
CONTRACT FOR CONTRACT DATE 10/26/01

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary

Change Orders approved in Previous months by Owner Total		Additions	Deductions
		226 913 05	0 00
Approved this month		1 180 00	0 00
Number	Dated Approved		
Totals		228 093 05	0 00
Net change by Change Orders		228 093 05	0 00

The undersigned contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due

CONTRACTOR Newman Construction Inc

By Darlene V. King Date 7/31/02

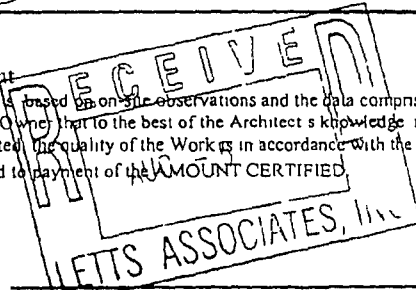
Application is made for Payment as shown below in connection with the Contract Continuation Sheet AIA Document G703 is attached

1	ORIGINAL CONTRACT SUM	\$	799 011 10
2	Net change by Change Orders	\$	228 093 05
3	CONTRACT SUM TO DATE (line 1+2)	\$	1 027 104 15
4	Total Completed & STORED TO DATE (Column G on G703)	\$	976 122 55
5	Retainage		
	5 00% of Completed Work (column D + E on G703)	\$	48 806 13
	5 00% of Stored Material (column F on G703)	\$	0 00
	Total Retainage (Line 5a + 5b or total in Column I of G703)	\$	48 806 13
6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$	927 316 42
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	914 833 42
8	CURRENT PAYMENT DUE	\$	12 483 00
9	BALANCE TO FINISH, PLUS RETAINAGE (LINE 3 LESS LINE 6)	\$	99 787 73

State of SC County of Sumter
Subscribed and sworn to before me this 31 day of July 2002
Notary Public Sandra B. Goya
My Commission Expires 7-12-2011

Architect's Certificate of Payment

In accordance with the contract documents, based on the observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.



AMOUNT CERTIFIED \$ 12,483.00

(Attached explanation of amount certified for the amount applied for)
Architect

By [Signature] Date 8-13-02

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Assurances, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Factor's signed Certification is attached

Calculations below amounts are stated to the nearest dollar

Column 1 on Contracts where variable retainage for line item may apply

APPLICATION NUMBER

9

APPLICATION DATE

7/31/02

PERIOD TO

7/31/02

ARCHITECT'S PROJECT NO

M)	B	C	D		E	F	G		H	I
	DESCRIPTION OF WORK	SCHEDULE VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD						
1	Streets	\$302 142 60	\$288 456 60	\$0 00	\$0 00	\$288 456 60	95 47 /	\$13 686 00	\$14 422 83	
2	Storm Drainage	\$136 830 50	\$133 605 50	\$0 00	\$0 00	\$133 605 50	97 64%	\$3 225 00	\$5 680 28	
3	Water System	\$151 071 00	\$150 916 00	\$0 00	\$0 00	\$150 916 00	99 90 %	\$155 00	\$7 545 80	
4	On Site Sewer	\$105 714 00	\$105 559 00	\$0 00	\$0 00	\$105 559 00	99 85 /	\$155 00	\$5 277 95	
5	Off Site Sewer	\$103 253 00	\$91 138 00	\$11 960 00	\$0 00	\$103 098 00	99 85 %	\$155 00	\$5 154 90	
6	Change Orders	\$228 093 05	\$193 307 45	\$1 180 00	\$0 00	\$194 487 45	85 27%	\$33 605 60	\$9 724 37	
	Sums	\$1 027 104 15	\$962 982 55	\$13 140 00	\$0 00	\$976 122 55	95 04 /	\$50 981 60	\$48 806 13	

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Estimated Quantities and Unit Prices

for the Courtyards at Rolling Creek
 Phase 1 57 Lots
 Highland County S C

Description	Unit	Unit Cost	Total Estimated Contract		Previous Estimate	This Estimate	Total to Date
Items							
Clearing and grubbing road R O W	4 76 AC	3000 00	14280 00				
Strip store & replace topsoil	1 LS	4800 00	4800 00	100%	14280 00	0 00	14280 00
Grading mass/fine	1 LS	95000 00	95000 00	100%	4800 00	0 00	4800 00
Concrete key	1 EA	250 00	250 00	100%	95000 00	0 00	95000 00
Silt fence	1160 LF	3 00	3480 00	713	0 00	0 00	0 00
Mud mat at entrance	1 LS	500 00	500 00	100%	2139 00	0 00	2139 00
Curb 18 L Type	2908 LF	7 50	21810 00	2908	500 00	0 00	500 00
Curb 18 Roll Type	6552 LF	5 00	32760 00	6552	21810 00	0 00	21810 00
1 1/2 Asphalt paving	12002 SY	3 25	39006 50	100%	32760 00	0 00	32760 00
6 Macadam	12002 SY	5 55	66611 10	100%	39006 50	0 00	39006 50
Street name sign	3 EA	290 00	870 00		66611 10	0 00	66611 10
Speed limit sign	3 EA	220 00	660 00		0 00	0 00	0 00
Traffic circle sign	3 EA	260 00	780 00		0 00	0 00	0 00
Stop sign	4 EA	220 00	880 00		0 00	0 00	0 00
One way sign	2 EA	220 00	440 00		0 00	0 00	0 00
Yield sign	1 EA	220 00	220 00		0 00	0 00	0 00
Pavement ends sign	1 EA	220 00	220 00		0 00	0 00	0 00
Dead end sign	1 EA	220 00	220 00		0 00	0 00	0 00
Flowable fill	1 CY	65 00	65 00		0 00	0 00	0 00
Grassing	3 AC	1500 00	4500 00		0 00	0 00	0 00
Construction staking	1 LS	9800 00	9800 00	100%	0 00	0 00	0 00
Ripped rock	1 CY	40 00	40 00		9800 00	0 00	9800 00
Blasted rock	1 CY	50 00	50 00		0 00	0 00	0 00
4 PVC conduit	350 LF	5 00	1750 00	350	0 00	0 00	0 00
4 Wide concrete sidewalk	420 LF	7 50	3150 00		1750 00	0 00	1750 00
Subtotal			302142 60		0 00	0 00	0 00
Storm Drainage					288456 60	0 00	288456 60
54 CMP (Aluminum)	250 LF	72 00	18000 00	250	18000 00	0 00	18000 00
54 RCP	22 LF	85 00	1870 00	22	1870 00	0 00	1870 00
48 RCP	356 LF	63 50	22606 00	356	22606 00	0 00	22606 00
24 RCP	523 LF	25 50	13336 50	523	13336 50	0 00	13336 50
18 RCP	1388 LF	21 00	29148 00	1388	29148 00	0 00	29148 00
54 Grouted rip rap outlet	1 EA	600 00	600 00	1	600 00	0 00	600 00
48 Grouted rip rap outlet	1 EA	500 00	500 00	1	500 00	0 00	500 00
18 CMP (Aluminum)	140 LF	18 00	2520 00	140	2520 00	0 00	2520 00
18 Flared end section	2 EA	650 00	1300 00		0 00	0 00	0 00
Rip rap & filter fabric	77 CY	60 00	4620 00	77	4620 00	0 00	4620 00
Underdrains	330 LF	8 50	2805 00	330	2805 00	0 00	2805 00
Florida type catch basin	18 EA	1500 00	27000 00	100% 18	27000 00	0 00 100%	27000 00
Junction box	2 EA	1250 00	2500 00	100% 2	2500 00	0 00 100%	2500 00

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Pedestal type catch basin	1 EA	1400 00	1400 00	100%	1	1400 00	0 00	100%	1	1400 00
Flowable fill as needed	1 CY	65 00	65 00			0 00	0 00		0	0 00
Construction staking	1 LS	1400 00	1400 00			1400 00	0 00		100%	1400 00
Grassing	0 59 AC	3000 00	1770 00		100%	1400 00	0 00		0	0 00
Ripped rock	1 CY	40 00	40 00			0 00	0 00		0	0 00
Blasted rock	1 CY	50 00	50 00			0 00	0 00		0	0 00
Inlet protection	19 EA	100 00	1900 00		19	1900 00	0 00		0	0 00
Clear off road pipe R/W	1700 LF	2 00	3400 00		100%	3400 00	0 00		19	1900 00
Subtotal			136830 50			133605 50	0 00		100%	3400 00
Water System							0 00			133605 50
12" DIP	3148 LF	21 00	66108 00		3148	66108 00	0 00		3148	66108 00
12 Cross	2 EA	650 00	1300 00		2	1300 00	0 00		2	1300 00
12 x 6 Tee	2 EA	480 00	960 00		2	960 00	0 00		2	960 00
12 x 12 Tee	1 EA	500 00	500 00		1	500 00	0 00		1	500 00
Fire hydrant tee & valve	6 EA	1920 00	11520 00	100%	6	11520 00	0 00	100%	6	11520 00
12 X 8 Reducer	2 EA	320 00	640 00		2	640 00	0 00		2	640 00
12 90 Degree bend MJ	2 EA	340 00	680 00		2	680 00	0 00		2	680 00
12 22 1/2 Degree bend MJ	3 EA	340 00	1020 00		3	1020 00	0 00		3	1020 00
12 x 4 Reducer	2 EA	300 00	600 00		2	600 00	0 00		2	600 00
8 x 10 Tapping sleeve/valve (tap fee)	1 EA	3600 00	3600 00		1	3600 00	0 00		1	3600 00
8 X 8 Tee	4 EA	350 00	1400 00		4	1400 00	0 00		4	1400 00
8 90 Degree bend	2 EA	275 00	550 00		2	550 00	0 00		2	550 00
8 X 4 Reducer	3 EA	180 00	540 00		3	540 00	0 00		3	540 00
8 Plug	1 EA	100 00	100 00		1	100 00	0 00		1	100 00
8 Gate valves	7 EA	740 00	5180 00		7	5180 00	0 00		7	5180 00
8 PVC Pipe	2316 LF	10 50	24318 00		2316	24318 00	0 00		2316	24318 00
4 PVC Pipe	1425 LF	6 00	8550 00		1425	8550 00	0 00		1425	8550 00
4 Gate valves	5 EA	400 00	2000 00		5	2000 00	0 00		5	2000 00
2 1/2 Blow off assembly	3 EA	450 00	1350 00		3	1350 00	0 00		3	1350 00
3/4 Services Short	34 EA	220 00	7480 00	100%	34	7480 00	0 00	100%	34	7480 00
3/4 Services Long	23 EA	100 00	2300 00	100%	23	2300 00	0 00	100%	23	2300 00
4 Plugs	2 EA	50 00	100 00		2	100 00	0 00		2	100 00
12 Gate valve	0 EA	1380 00	0 00			0 00	0 00		0	0 00
8 DIP	40 LF	15 00	600 00		40	600 00	0 00		40	600 00
12 x 6 Reducer	1 EA	320 00	320 00		1	320 00	0 00		1	320 00
Ripped rock	1 CY	40 00	40 00			0 00	0 00		0	0 00
Blasted rock	1 CY	50 00	50 00			0 00	0 00		0	0 00
Construction staking	1 LS	1800 00	1800 00		100%	1800 00	0 00		100%	1800 00
Flowable fill	1 CY	65 00	65 00			0 00	0 00		0	0 00
Mud mat at Brook View Lane	1 LS	500 00	500 00		100%	500 00	0 00		100%	500 00
Clear off road pipe R/W	3450 LF	2 00	6900 00		100%	6900 00	0 00		100%	6900 00
Subtotal			151071 00			150916 00	0 00		100%	150916 00
Site Sewer							0 00			18576 00
8" PVC 06	1548 LF	12 00	18576 00		1548	18576 00	0 00		1548	18576 00
6 8	1779 LF	13 00	23127 00		1779	23127 00	0 00		1779	23127 00
8 10	749 LF	15 00	11235 00		749	11235 00	0 00		749	11235 00
10 12	88 LF	17 00	1496 00		88	1496 00	0 00		88	1496 00
8 DIP Extra	300 LF	8 00	2400 00		300	2400 00	0 00		300	2400 00

4 Diameter manhole 0 6	12 EA	1000 00	12000 00	100%	12	12000 00	0 00	100%	12	12000 00
6 8	7 EA	1100 00	7700 00	100%	7	7700 00	0 00	100%	7	7700 00
8 10	2 EA	1300 00	2600 00	100%	2	2600 00	0 00	100%	2	2600 00
10 12	1 EA	1600 00	1600 00	100%	1	1600 00	0 00	100%	1	1600 00
Tie to existing manhole	1 EA	500 00	500 00		1	500 00	0 00		1	500 00
8 Drop	3 5 VF	150 00	525 00		3 5	525 00	0 00		3 5	525 00
Long Service	39 EA	350 00	13650 00		39	13650 00	0 00		39	13650 00
Short Service	18 EA	150 00	2700 00		18	2700 00	0 00		18	2700 00
Flowable fill as needed	1 CY	65 00	65 00			0 00	0 00		0	0 00
Construction staking	1 LS	2250 00	2250 00	100%		2250 00	0 00	100%		2250 00
Ripped rock	1 CY	40 00	40 00			0 00	0 00		0	0 00
Blasted rock	1 CY	50 00	50 00			0 00	0 00		0	0 00
Clear off road pipe R/W	2600 LF	2 00	5200 00	100%		5200 00	0 00	100%		5200 00
Subtotal			105714 00			105559 00	0 00			105559 00

Site Sewer

18" PVC 0 6	653 LF	22 00	14366 00		653	14366 00		0 00		653	14366 00	
6 8	961 LF	25 00	24025 00		961	24025 00		0 00		961	24025 00	
8 10	30 LF	28 00	840 00		30	840 00		0 00		30	840 00	
18 DIP Extra	111 LF	35 00	3885 00		111	3885 00		0 00		111	3885 00	
5 Diameter manhole 0 6	1 EA	1400 00	1400 00	80%	1	1120 00	20%	1	280 00	100%	1	1400 00
6 8	6 EA	1600 00	9600 00	80%	6	7680 00	20%	6	1920 00	100%	6	9600 00
Extend manhole 36 above ground	7 EA	700 00	4900 00			0 00		7	4900 00		7	4900 00
Connect to existing manhole	1 EA	1500 00	1500 00		1	1500 00			0 00		1	1500 00
Interior coating of manholes	49 VF	125 00	6125 00		45	5625 00		4	500 00		49	6125 00
15 PVC 0 6	558 LF	17 00	9486 00		558	9486 00			0 00		558	9486 00
6 8	428 LF	19 00	8132 00		428	8132 00			0 00		428	8132 00
8 10	12 LF	22 00	264 00		12	264 00			0 00		12	264 00
4 Diameter manhole 0 6	1 EA	1000 00	1000 00	80%	1	800 00	20%	1	200 00	100%	1	1000 00
6 8	3 EA	1100 00	3300 00	80%	3	2640 00	20%	3	660 00	100%	3	3300 00
Extend manhole 36 above ground	4 EA	500 00	2000 00			0 00		4	2000 00		4	2000 00
Interior coating of manholes	35 VF	125 00	4375 00		23	2875 00		12	1500 00		35	4375 00
Water tight frame & cover	11 EA	100 00	1100 00		11	1100 00			0 00		11	1100 00
Ripped rock	1 CY	40 00	40 00			0 00			0 00		0	0 00
Blasted rock	1 CY	50 00	50 00			0 00			0 00		0	0 00
Construction staking	1 LS	1500 00	1500 00		100%	1500 00			0 00	100%	1500 00	
Flowable fill	1 CY	65 00	65 00			0 00			0 00		0	0 00
Clear off road pipe R/W	2650 LF	2 00	5300 00		100%	5300 00			0 00	100%	5300 00	
Subtotal			103253 00			91138 00			11960 00		103098 00	

at Contract Work Completed		799011 10		769675 10		11960 00		781635 10

Inge Orders and Extra Work

Inge Order #1

Blasted rock for off site sewer	662 77 CY	50 00	33138 50	662 77	33138 50	0 00	662 77	33138 50
			33138 50		33138 50	0 00		33138 50

Inge Order #2

Blasted rock for off site sewer	248 49 CY	50 00	12424 50	248 49	12424 50	0 00	248 49	12424 50
			12424 50		12424 50	0 00		12424 50

ange Order #3

Site Sewer

8 PVC 0 6	60 LF	12 00	720 00		60	720 00	0 00		60	720 00
6 8	70 LF	13 00	910 00		70	910 00	0 00		70	910 00
8 10	65 LF	15 00	975 00		65	975 00	0 00		65	975 00
10 12	72 LF	17 00	1224 00		72	1224 00	0 00		72	1224 00
4 Diameter manhole 0 6	1 EA	1000 00	1000 00	100%	1	1000 00	0 00	100%	1	1000 00
6 8	1 EA	1100 00	1100 00	100%	1	1100 00	0 00	100%	1	1100 00
8 10	2 EA	1300 00	2600 00	100%	2	2600 00	0 00	100%	2	2600 00
10 12	2 EA	1600 00	3200 00	100%	2	3200 00	0 00	100%	2	3200 00
8 Drop	7 VF	150 00	1050 00		7	1050 00	0 00		7	1050 00
Site Sewer										
Embed 18 DIP off site sewer in concrete per revised plan	5 CY	85 00	425 00		5	425 00	0 00		5	425 00
iter										
12 45 Degree MJ water line bend at creek crossing per revised plan	2 EA	340 00	680 00		2	680 00	0 00		2	680 00
			1094 00			1094 00	0 00			1094 00

ange Order #4

Blasted rock for sewer and water	195 47 CY	50 00	9773 50		195 47	9773 50	0 00		195 47	9773 50
			9773 50			9773 50	0 00			9773 50

ange Order #5

Interior coating of manholes	84 VF	100 00	8400 00		84	8400 00	0 00		84	8400 00
Embed 8 DIP sewer line in concrete	3 CY	85 00	255 00		3	255 00	0 00		3	255 00
8 Drop	12 VF	150 00	1800 00		12	1800 00	0 00		12	1800 00
			6345 00			6345 00	0 00			6345 00

ange Order #6

54 RCP omitted from bid sheet	200 LF	85 00	17000 00		200	17000 00	0 00		200	17000 00
			17000 00			17000 00	0 00			17000 00

ange Order #7

Embed 8 DIP water line in concrete	3 CY	85 00	255 00		3	255 00	0 00		3	255 00
			255 00			255 00	0 00			255 00

ange Order #8

Ripped rock	763 78 CY	40 00	30551 20		763 78	30551 20	0 00		763 78	30551 20
			30551 20			30551 20	0 00			30551 20

ange Order #9

Manhole 8 10	2 EA	1300 00	2600 00		2	2600 00	0 00		2	2600 00
			2600 00			2600 00	0 00			2600 00

ange Order #10

Sewer main road crossings	165 25 CY	35 00	5783 75		165 25	5783 75	0 00		165 25	5783 75
Water main road crossings	22 17 CY	35 00	775 95		22 17	775 95	0 00		22 17	775 95
Sewer service road crossings	155 93 CY	35 00	5457 55		155 93	5457 55	0 00		155 93	5457 55
Water service road crossings	81 2 CY	35 00	2842 00		81 2	2842 00	0 00		81 2	2842 00
			14859 25			14859 25	0 00			14859 25

ange Order #11

Construction of berm (cost plus)	1 LS	12575 00	12575 00		100%	12575 00	0 00		100%	12575 00
			12575 00			12575 00	0 00			12575 00

ange Order #12

Ripped rock	746 21 CY	40 00	29848 40		746 21	29848 40	0 00		746 21	29848 40
			29848 40			29848 40	0 00			29848 40

Change Order #13

Ripped rock	237 02 CY	40 00	9480 80	237 02	9480 80	0 00	237 02	9480 80
Sand clay in water service road xings	81 2 CY	35 00	2842 00	81 2	2842 00	0 00	81 2	2842 00
Flowable fill in water serv road xings	20 CY	65 00	1300 00	20	1300 00	0 00	20	1300 00
12 x 6 Tee	2 EA	480 00	960 00	2	960 00	0 00	2	960 00
12' x 12 Tee	1 EA	500 00	500 00	1	500 00	0 00	1	500 00
Fire hydrant	1 EA	1920 00	1920 00	1	1920 00	0 00	1	1920 00
12 x 8 Reducer	1 EA	320 00	320 00	1	320 00	0 00	1	320 00
12 x 4 Reducer	1 EA	300 00	300 00	1	300 00	0 00	1	300 00
8 Gate valve	1 EA	740 00	740 00	1	740 00	0 00	1	740 00
4 Gate valve	1 EA	400 00	400 00	1	400 00	0 00	1	400 00
4 Plug	1 EA	50 00	50 00	1	50 00	0 00	1	50 00
12 Gate valve	2 EA	1380 00	2760 00	2	2760 00	0 00	2	2760 00
12 x 6 Reducer	1 EA	320 00	320 00	1	320 00	0 00	1	320 00
12 x 8 Tee	1 EA	490 00	490 00	1	490 00	0 00	1	490 00
12 Plug	1 EA	150 00	150 00	1	150 00	0 00	1	150 00
12 Bend	13 EA	340 00	4420 00	13	4420 00	0 00	13	4420 00
8 Bend	4 EA	275 00	1100 00	4	1100 00	0 00	4	1100 00
4 Bend	3 EA	140 00	420 00	3	420 00	0 00	3	420 00
3/4 Service to long islands	2 EA	220 00	440 00	2	440 00	0 00	2	440 00
			16048 80		16048 80	0 00		16048 80

Change Order #14

3/4 water service on 12' DIP	12 EA	200 00	2400 00	12	2400 00	0 00	12	2400 00
Survey for placement of water serv	1 LS	885 00	885 00	100%	885 00	0 00	100%	885 00
12 x 6 Tee	1 EA	480 00	480 00	1	480 00	0 00	1	480 00
6' Gate valve	1 EA	520 00	520 00	1	520 00	0 00	1	520 00
6' Plug	1 EA	75 00	75 00	1	75 00	0 00	1	75 00
6 PVC	40 LF	8 50	340 00	40	340 00	0 00	40	340 00
			4700 00		4700 00	0 00		4700 00

Change Order #15

Additional conduit	365 LF	5 00	1825 00	365	1825 00	0 00	365	1825 00
Sand clay backfill for conduit	32 CY	35 00	1120 00	32	1120 00	0 00	32	1120 00
Flowable fill for conduit	27 5 CY	65 00	1787 50	27 5	1787 50	0 00	27 5	1787 50
			4732 50		4732 50	0 00		4732 50

Change Order #16

Omit grassing of berm	1 LS	750 00	750 00	100%	750 00	0 00	100%	750 00
			750 00		750 00	0 00		750 00

Change Order #17

Full depth asphalt (5 1/4) in lieu of								
6 SABC and 1 1/2 asphalt	12002 SY	3 70	44407 40	24 32%	10801 80	0 00	24 32%	10801 80
			44407 40		10801 80	0 00		10801 80

Change Order #18

1 1/2' Water stub for irrigation	1 EA	755 00	755 00		0 00	1	755 00	1	755 00
			755 00		0 00		755 00		755 00

Change Order #19

Interior coating of manholes	17 VF	25 00	425 00		0 00	17	425 00	17	425 00
			425 00		0 00		425 00		425 00

Change Orders and Extra Work

228093 05 193307 45 1180 00 194487 45

Work Completed including Change Orders and Extra Work

1027104 15 962982 55 13140 00 976122 55

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO (OWNER)	S E L Properties LLC P O Box 510 Winnsboro S C 29180	PROJECT	The Courtyards at Rolling Creek Phase 1 - 57 Lots Richland County S C	APPLICATION # 10 PERIOD TO 8/31/02 ARCHITECT S PROJECT NO	Distribution to ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR
FROM (CONTRACTOR)	Newman Construction Inc 500 Myrtle Beach Hwy Sumter SC 29153 5014	VIA(Architect)	Letts Associates Inc P O Box 212327 Columbia S C 29221 2327	CONTRACT DATE	10/26/01

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary			
Change Orders approved in Previous months by Owner Total		Additions 228 093 05	Deductions 0 00
Approved this month		0 00	4 856 00
Number	Dated Approved		
Totals		223 237 05	0 00
Net change by Change Orders		223 237 05	0 00

The undersigned contractor certifies that to the best of the Contractor's knowledge and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due

CONTRACTOR Newman Construction Inc

By *Darlene V. Long* Date 8/31/02

Application is made for Payment as shown below in connection with the Contract Continuation Sheet AIA Document G703 is attached

1	ORIGINAL CONTRACT SUM	\$	799 011 10
2	Net change by Change Orders	\$	223 237 05
3	CONTRACT SUM TO DATE (line 1+2)	\$	1 022 248 15
4	Total Completed & STORED TO DATE (Column G on G703)	\$	978 972 55
5	Retainage		
	2 00% of Completed Work (column D + E on G703)	\$	19,579 45
	2 00% of Stored Material (column F on G703)	\$	0 00
	Total Retainage (Line 5a + 5b or total in Column I of G703)	\$	19 579 45
6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$	959 393 10
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	927,316 42
8	CURRENT PAYMENT DUE	\$	32 076 68
9	BALANCE TO FINISH, PLUS RETAINAGE (LINE 3 LESS LINE 6)	\$	62 855 05

State of SC County of Sumter
Subscribed and sworn to before me this 31 day of August 2002
Notary Public *Sandra B. Goya*
My Commission Expires 7-12-2011

Architect's Certificate of Payment

In accordance with the contract documents based on on site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ 32,076.68

(Attached explanation if amount differs from the amount applied for)
Architect

By *John A. Johnson* Date 9-18-02
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Contractor's signed Certification is attached

In tabulations below amounts are stated to the nearest dollar

Use Column 1 on Contracts where variable retainage for line item may apply

APPLICATION NUMBER 10

APPLICATION DATE 8/31/02

PERIOD TO 8/31/02

ARCHITECT'S PROJECT NO

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1	Streets	\$302 142 60	\$288 456 60	\$5 786 00	\$0 00	\$294 242 60	97 39 %	\$7 900 00	\$5 884 85
2	Storm Drainage	\$136 830 50	\$133 605 50	\$1 455 00	\$0 00	\$135 060 50	98 71%	\$1 770 00	\$2 701 21
3	Water System	\$151 071 00	\$150 916 00	\$155 00	\$0 00	\$151 071 00	100 00%	\$0 00	\$3 021 42
4	On Site Sewer	\$105 714 00	\$105 559 00	\$155 00	\$0 00	\$105 714 00	100 00%	\$0 00	\$2 114 28
5	Off Site Sewer	\$103 253 00	\$103 098 00	\$155 00	\$0 00	\$103 253 00	100 00 %	\$0 00	\$2 065 06
6	Change Orders	\$223 237 05	\$194 487 45	(\$4 856 00)	\$0 00	\$189 631 45	84 95%	\$33 605 60	\$3 792 63
	Sums	\$1 022 248 15	\$976 122 55	\$2 850 00	\$0 00	\$978 972 55	95 77 %	\$43 275 60	\$19 579 45

0002193

Estimated Quantities and Unit Prices

The Courtyards at Rolling Creek
Phase 1 57 Lots
Richland County S C

Description	Unit	Unit Cost	Total Estimated Contract		Previous Estimate		This Estimate		Total to Date
Streets									
1 Clearing and grubbing road R O W	4 76 AC	3000 00	14280 00	100%	14280 00		0 00	100%	14280 00
2 Strip store & replace topsoil	1 LS	4800 00	4800 00	100%	4800 00		0 00	100%	4800 00
3 Grading mass/fine	1 LS	95000 00	95000 00	100%	95000 00		0 00	100%	95000 00
4 Concrete key	1 EA	250 00	250 00		0 00		0 00	0	0 00
5 Silt fence	1160 LF	3 00	3480 00	713	2139 00	447	1341 00	1160	3480 00
6 Mud mat at entrance	1 LS	500 00	500 00	100%	500 00		0 00	100%	500 00
7 Curb 18 L Type	2908 LF	7 50	21810 00	2908	21810 00		0 00	2908	21810 00
8 Curb 18 Roll Type	6552 LF	5 00	32760 00	6552	32760 00		0 00	6552	32760 00
9 1 1/2 Asphalt paving	12002 SY	3 25	39006 50	100%	39006 50		0 00	100%	39006 50
10 6 Macadam	12002 SY	5 55	66611 10	100%	66611 10		0 00	100%	66611 10
11 Street name sign	3 EA	290 00	870 00		0 00	3	870 00	3	870 00
12 Speed limit sign	3 EA	220 00	660 00		0 00	3	660 00	3	660 00
13 Traffic circle sign	3 EA	260 00	780 00		0 00	3	780 00	3	780 00
14 Stop sign	4 EA	220 00	880 00		0 00	4	880 00	4	880 00
15 One way sign	2 EA	220 00	440 00		0 00	2	440 00	2	440 00
16 Yield sign	1 EA	220 00	220 00		0 00	1	220 00	1	220 00
17 Pavement ends sign	1 EA	220 00	220 00		0 00	1	220 00	1	220 00
18 Dead end sign	1 EA	220 00	220 00		0 00	1	220 00	1	220 00
19 Flowable fill	1 CY	65 00	65 00		0 00	1	65 00	1	65 00
20 Grassing	3 AC	1500 00	4500 00		0 00		0 00	0	0 00
21 Construction staking	1 LS	9800 00	9800 00	100%	9800 00		0 00	100%	9800 00
22 Ripped rock	1 CY	40 00	40 00		0 00	1	40 00	1	40 00
23 Blasted rock	1 CY	50 00	50 00		0 00	1	50 00	1	50 00
24 4 PVC conduit	350 LF	5 00	1750 00	350	1750 00		0 00	350	1750 00
25 4 Wide concrete sidewalk	420 LF	7 50	3150 00		0 00		0 00	0	0 00
Subtotal			302142 60		288456 60		5786 00		294242 60
Storm Drainage									
1 54" CMP (Aluminum)	250 LF	72 00	18000 00	250	18000 00		0 00	250	18000 00
2 54 RCP	22 LF	85 00	1870 00	22	1870 00		0 00	22	1870 00
3 48 RCP	356 LF	63 50	22606 00	356	22606 00		0 00	356	22606 00
4 24 RCP	523 LF	25 50	13336 50	523	13336 50		0 00	523	13336 50
5 18 RCP	1388 LF	21 00	29148 00	1388	29148 00		0 00	1388	29148 00
6 54 Grouted rip rap outlet	1 EA	600 00	600 00	1	600 00		0 00	1	600 00
7 48 Grouted rip rap outlet	1 EA	500 00	500 00	1	500 00		0 00	1	500 00
8 18 CMP (Aluminum)	140 LF	18 00	2520 00	140	2520 00		0 00	140	2520 00
9 18 Flared end section	2 EA	650 00	1300 00		0 00	2	1300 00	2	1300 00
10 Rip rap & filter fabric	77 CY	60 00	4620 00	77	4620 00		0 00	77	4620 00
11 Underdrains	330 LF	8 50	2805 00	330	2805 00		0 00	330	2805 00
12 Florida type catch basin	18 EA	1500 00	27000 00	100% 18	27000 00		0 00	100% 18	27000 00
13 Junction box	2 EA	1250 00	2500 00	100% 2	2500 00		0 00	100% 2	2500 00

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14	Pedestal type catch basin	1 EA	1400 00	1400 00	100%	1	1400 00	0 00	100%	1	1400 00
15	Flowable fill as needed	1 CY	65 00	65 00			0 00	1	65 00	1	65 00
16	Construction staking	1 LS	1400 00	1400 00	100%		1400 00		0 00	100%	1400 00
17	Grassing	0 59 AC	3000 00	1770 00			0 00		0 00	0	0 00
18	Ripped rock	1 CY	40 00	40 00			0 00	1	40 00	1	40 00
19	Blasted rock	1 CY	50 00	50 00			0 00	1	50 00	1	50 00
20	Inlet protection	19 EA	100 00	1900 00		19	1900 00		0 00	19	1900 00
21	Clear off road pipe R/W	1700 LF	2 00	3400 00	100%		3400 00		0 00	100%	3400 00
	Subtotal			136830 50			133505 50		1455 00		135060 50

Water System

1	12" DIP	3148 LF	21 00	66108 00		3148	66108 00	0 00		3148	66108 00
2	12 Cross	2 EA	650 00	1300 00		2	1300 00	0 00		2	1300 00
3	12' x 6 Tee	2 EA	480 00	960 00		2	960 00	0 00		2	960 00
4	12 x 12 Tee	1 EA	500 00	500 00		1	500 00	0 00		1	500 00
5	Fire hydrant tee & valve	6 EA	1920 00	11520 00	100%	6	11520 00	0 00	100%	6	11520 00
6	12' X 8 Reducer	2 EA	320 00	640 00		2	640 00	0 00		2	640 00
7	12 90 Degree bend MJ	2 EA	340 00	680 00		2	680 00	0 00		2	680 00
8	12 22 1/2 Degree bend MJ	3 EA	340 00	1020 00		3	1020 00	0 00		3	1020 00
9	12' x 4 Reducer	2 EA	300 00	600 00		2	600 00	0 00		2	600 00
10	8 x 10 Tapping sleeve/valve (tap fee)	1 EA	3600 00	3600 00		1	3600 00	0 00		1	3600 00
11	8 X 8 Tee	4 EA	350 00	1400 00		4	1400 00	0 00		4	1400 00
12	8 90 Degree bend	2 EA	275 00	550 00		2	550 00	0 00		2	550 00
13	8 X 4 Reducer	3 EA	180 00	540 00		3	540 00	0 00		3	540 00
14	8 Plug	1 EA	100 00	100 00		1	100 00	0 00		1	100 00
15	8 Gate valves	7 EA	740 00	5180 00		7	5180 00	0 00		7	5180 00
16	8 PVC Pipe	2316 LF	10 50	24318 00		2316	24318 00	0 00		2316	24318 00
17	4 PVC Pipe	1425 LF	6 00	8550 00		1425	8550 00	0 00		1425	8550 00
18	4 Gate valves	5 EA	400 00	2000 00		5	2000 00	0 00		5	2000 00
19	2 1/2 Blow off assembly	3 EA	450 00	1350 00		3	1350 00	0 00		3	1350 00
20	3/4 Services Short	34 EA	220 00	7480 00	100%	34	7480 00	0 00	100%	34	7480 00
21	3/4 Services Long	23 EA	100 00	2300 00	100%	23	2300 00	0 00	100%	23	2300 00
22	4 Plugs	2 EA	50 00	100 00		2	100 00	0 00		2	100 00
23	12 Gate valve	0 EA	1380 00	0 00			0 00	0 00		0	0 00
24	8 DIP	40 LF	15 00	600 00		40	600 00	0 00		40	600 00
25	12 x 6 Reducer	1 EA	320 00	320 00		1	320 00	0 00		1	320 00
26	Ripped rock	1 CY	40 00	40 00			0 00	1	40 00	1	40 00
27	Blasted rock	1 CY	50 00	50 00			0 00	1	50 00	1	50 00
28	Construction staking	1 LS	1800 00	1800 00	100%		1800 00	0 00		100%	1800 00
29	Flowable fill	1 CY	65 00	65 00			0 00	1	65 00	1	65 00
30	Mud mat at Brook View Lane	1 LS	500 00	500 00	100%		500 00	0 00		100%	500 00
31	Clear off road pipe R/W	3450 LF	2 00	6900 00	100%		6900 00	0 00		100%	6900 00
	Subtotal			151071 00			150916 00		155 00		151071 00

On Site Sewer

1	8" PVC 0 6	1548 LF	12 00	18576 00		1548	18576 00	0 00		1548	18576 00
2	6 8	1779 LF	13 00	23127 00		1779	23127 00	0 00		1779	23127 00
3	8 10	749 LF	15 00	11235 00		749	11235 00	0 00		749	11235 00
4	10 12	88 LF	17 00	1496 00		88	1496 00	0 00		88	1496 00
5	8 DIP Extra	300 LF	8 00	2400 00		300	2400 00	0 00		300	2400 00

0002196

6	4 Diameter manhole 0 6	12 EA	1000 00	12000 00	100%	12	12000 00	0 00	100%	12	12000 00
7	6 8	7 EA	1100 00	7700 00	100%	7	7700 00	0 00	100%	7	7700 00
8	8 10	2 EA	1300 00	2600 00	100%	2	2600 00	0 00	100%	2	2600 00
9	10 12	1 EA	1600 00	1600 00	100%	1	1600 00	0 00	100%	1	1600 00
10	Tie to existing manhole	1 EA	500 00	500 00		1	500 00	0 00		1	500 00
11	8 Drop	3 5 VF	150 00	525 00		3 5	525 00	0 00		3 5	525 00
12	Long Service	39 EA	350 00	13650 00		39	13650 00	0 00		39	13650 00
13	Short Service	18 EA	150 00	2700 00		18	2700 00	0 00		18	2700 00
14	Flowable fill as needed	1 CY	65 00	65 00			0 00	1	65 00	1	65 00
15	Construction staking	1 LS	2250 00	2250 00	100%		2250 00	0 00		100%	2250 00
16	Ripped rock	1 CY	40 00	40 00			0 00	1	40 00	1	40 00
17	Blasted rock	1 CY	50 00	50 00			0 00	1	50 00	1	50 00
18	Clear off road pipe R/W	2600 LF	2 00	5200 00	100%		5200 00	0 00		100%	5200 00
	Subtotal			105714 00			105559 00	155 00			105714 00

Off Site Sewer

1	18" PVC 0-6	653 LF	22 00	14366 00		653	14366 00	0 00		653	14366 00
2	6 8	961 LF	25 00	24025 00		961	24025 00	0 00		961	24025 00
3	8 10	30 LF	28 00	840 00		30	840 00	0 00		30	840 00
4	18 DIP Extra	111 LF	35 00	3885 00		111	3885 00	0 00		111	3885 00
5	5 Diameter manhole 0 6	1 EA	1400 00	1400 00	100%	1	1400 00	0 00	100%	1	1400 00
6	6 8	6 EA	1600 00	9600 00	100%	6	9600 00	0 00	100%	6	9600 00
7	Extend manhole 36 above ground	7 EA	700 00	4900 00		7	4900 00	0 00		7	4900 00
8	Connect to existing manhole	1 EA	1500 00	1500 00		1	1500 00	0 00		1	1500 00
9	Interior coating of manholes	49 VF	125 00	6125 00		49	6125 00	0 00		49	6125 00
10	15 PVC 0-6	558 LF	17 00	9486 00		558	9486 00	0 00		558	9486 00
11	6 8	428 LF	19 00	8132 00		428	8132 00	0 00		428	8132 00
12	8 10	12 LF	22 00	264 00		12	264 00	0 00		12	264 00
13	4 Diameter manhole 0-6	1 EA	1000 00	1000 00	100%	1	1000 00	0 00	100%	1	1000 00
14	6 8	3 EA	1100 00	3300 00	100%	3	3300 00	0 00	100%	3	3300 00
15	Extend manhole 36 above ground	4 EA	500 00	2000 00		4	2000 00	0 00		4	2000 00
16	Interior coating of manholes	35 VF	125 00	4375 00		35	4375 00	0 00		35	4375 00
17	Water tight frame & cover	11 EA	100 00	1100 00		11	1100 00	0 00		11	1100 00
18	Ripped rock	1 CY	40 00	40 00			0 00	1	40 00	1	40 00
19	Blasted rock	1 CY	50 00	50 00			0 00	1	50 00	1	50 00
20	Construction staking	1 LS	1500 00	1500 00	100%		1500 00	0 00		100%	1500 00
21	Flowable fill	1 CY	65 00	65 00			0 00	1	65 00	1	65 00
22	Clear off road pipe R/W	2650 LF	2 00	5300 00	100%		5300 00	0 00		100%	5300 00
	Subtotal			103253 00			103098 00	155 00			103253 00

Total Contract Work Completed			799011 10	781635 10			7706 00			789341 10

Change Orders and Extra Work

Change Order #1

1	Blasted rock for off site sewer	662 77 CY	50 00	33138 50		662 77	33138 50	0 00		662 77	33138 50
				33138 50			33138 50	0 00			33138 50

Change Order #2

1	Blasted rock for off site sewer	248 49 CY	50 00	12424 50		248 49	12424 50	0 00		248 49	12424 50
				12424 50			12424 50	0 00			12424 50

Change Order #3On Site Sewer

1	8	PVC 0-6	-60	LF	12 00	720 00		-60	720 00	0 00		60	720 00
2		6-8	70	LF	13 00	910 00		70	910 00	0 00		70	910 00
3		8 10	65	LF	15 00	975 00		65	975 00	0 00		-65	975 00
4		10 12	72	LF	17 00	1224 00		72	1224 00	0 00		72	1224 00
5	4	Diameter manhole 0 6	1	EA	1000 00	1000 00	100%	1	1000 00	0 00	100%	1	1000 00
6		6 8	1	EA	1100 00	1100 00	100%	1	1100 00	0 00	100%	1	1100 00
7		8 10	2	EA	1300 00	2600 00	100%	2	2600 00	0 00	100%	2	2600 00
8		10 12	2	EA	1600 00	3200 00	100%	2	3200 00	0 00	100%	2	3200 00
9	8	Drop	7	VF	150 00	1050 00		7	1050 00	0 00		7	1050 00

Off Site Sewer

10		Embed 18" DIP off site sewer in concrete per revised plan	5	CY	85 00	425 00		5	425 00	0 00		5	425 00

Water

11	12	45 Degree MJ water line bend at creek crossing per revised plan	2	EA	340 00	680 00		2	680 00	0 00		2	680 00
						1094 00			1094 00	0 00			1094 00

Change Order #4

1		Blasted rock for sewer and water	195 47	CY	50 00	9773 50		195 47	9773 50	0 00		195 47	9773 50
						9773 50			9773 50	0 00			9773 50

Change Order #5

1		Interior coating of manholes	84	VF	100 00	8400 00		84	8400 00	0 00		84	8400 00
2		Embed 8" DIP sewer line in concrete	3	CY	85 00	255 00		3	255 00	0 00		3	255 00
3		8" Drop	12	VF	150 00	1800 00		12	1800 00	0 00		12	1800 00
						6345 00			6345 00	0 00			6345 00

Change Order #6

1		54" RCP omitted from bid sheet	200	LF	85 00	17000 00		200	17000 00	0 00		200	17000 00
						17000 00			17000 00	0 00			17000 00

Change Order #7

1		Embed 8" DIP water line in concrete	3	CY	85 00	255 00		3	255 00	0 00		3	255 00
						255 00			255 00	0 00			255 00

Change Order #8

1		Ripped rock	763 78	CY	40 00	30551 20		763 78	30551 20	0 00		763 78	30551 20
						30551 20			30551 20	0 00			30551 20

Change Order #9

1		Manhole 8 10	2	EA	1300 00	2600 00		2	2600 00	0 00		2	2600 00
						2600 00			2600 00	0 00			2600 00

Change Order #10

1		Sewer main road crossings	165 25	CY	35 00	5783 75		165 25	5783 75	0 00		165 25	5783 75
2		Water main road crossings	22 17	CY	35 00	775 95		22 17	775 95	0 00		22 17	775 95
3		Sewer service road crossings	155 93	CY	35 00	5457 55		155 93	5457 55	0 00		155 93	5457 55
4		Water service road crossings	81 2	CY	35 00	2842 00		81 2	2842 00	0 00		81 2	2842 00
						14859 25			14859 25	0 00			14859 25

Change Order #11

1		Construction of berm (cost plus)	1	LS	12575 00	12575 00		100%	12575 00	0 00		100%	12575 00
						12575 00			12575 00	0 00			12575 00

Change Order #12

1		Ripped rock	746 21	CY	40 00	29848 40		746 21	29848 40	0 00		746 21	29848 40
						29848 40			29848 40	0 00			29848 40

Change Order #13

1	Ripped rock	237 02 CY	40 00	9480 80	237 02	9480 80	0 00	237 02	9480 80
2	Sand clay in water service road xings	81 2 CY	35 00	2842 00	81 2	2842 00	0 00	81 2	2842 00
3	Flowable fill in water serv road xings	20 CY	65 00	1300 00	20	1300 00	0 00	20	1300 00
4	12 x 6 Tee	2 EA	480 00	960 00	2	960 00	0 00	2	960 00
5	12 x 12 Tee	1 EA	500 00	500 00	1	500 00	0 00	1	500 00
6	Fire hydrant	1 EA	1920 00	1920 00	100% 1	1920 00	0 00	100% 1	1920 00
7	12 x 8 Reducer	1 EA	320 00	320 00	1	320 00	0 00	1	320 00
8	12 x 4 Reducer	1 EA	300 00	300 00	1	300 00	0 00	1	300 00
9	8 Gate valve	1 EA	740 00	740 00	1	740 00	0 00	1	740 00
10	4 Gate valve	1 EA	400 00	400 00	1	400 00	0 00	1	-400 00
11	4 Plug	1 EA	50 00	50 00	1	50 00	0 00	1	50 00
12	12 Gate valve	2 EA	1380 00	2760 00	2	2760 00	0 00	2	2760 00
13	12 x 6 Reducer	1 EA	320 00	320 00	1	320 00	0 00	1	320 00
14	12 x 8 Tee	1 EA	490 00	490 00	1	490 00	0 00	1	490 00
15	12 Plug	1 EA	150 00	150 00	1	150 00	0 00	1	150 00
16	12 Bend	13 EA	340 00	4420 00	13	4420 00	0 00	13	4420 00
17	8 Bend	4 EA	275 00	1100 00	4	1100 00	0 00	4	1100 00
18	4 Bend	3 EA	140 00	420 00	3	420 00	0 00	3	420 00
19	3/4 Service to long islands	2 EA	220 00	440 00	2	440 00	0 00	2	440 00
				16048 80		16048 80	0 00		16048 80

Change Order #14

1	3/4 water service on 12 DIP	12 EA	200 00	2400 00	12	2400 00	0 00	12	2400 00
2	Survey for placement of water serv	1 LS	885 00	885 00	100% 1	885 00	0 00	100% 1	885 00
3	12 x 6 Tee	1 EA	480 00	480 00	1	480 00	0 00	1	480 00
4	6 Gate valve	1 EA	520 00	520 00	1	520 00	0 00	1	520 00
5	6 Plug	1 EA	75 00	75 00	1	75 00	0 00	1	75 00
6	6 PVC	40 LF	8 50	340 00	40	340 00	0 00	40	340 00
				4700 00		4700 00	0 00		4700 00

Change Order #15

1	Additional conduit	365 LF	5 00	1825 00	365	1825 00	0 00	365	1825 00
2	Sand clay backfill for conduit	32 CY	35 00	1120 00	32	1120 00	0 00	32	1120 00
3	Flowable fill for conduit	27 5 CY	65 00	1787 50	27 5	1787 50	0 00	27 5	1787 50
				4732 50		4732 50	0 00		4732 50

Change Order #16

1	Omit grassing of berm	1 LS	750 00	750 00	100% 1	750 00	0 00	100% 1	750 00
				750 00		750 00	0 00		750 00

Change Order #17

1	Full depth asphalt (5 1/4) in lieu of 6 SABC and 1 1/2 asphalt	12002 SY	3 70	44407 40	24 32%	10801 80	0 00	24 32%	10801 80
				44407 40		10801 80	0 00		10801 80

Change Order #18

1	1 1/2 Water stub for irrigation	1 EA	755 00	755 00	1	755 00	0 00	1	755 00
				755 00		755 00	0 00		755 00

Change Order #19

1	Interior coating of manholes	17 VF	25 00	425 00	17	425 00	0 00	17	425 00
				425 00		425 00	0 00		425 00

Change Order #20

1	Street name sign	3 EA	290 00	870 00	0 00	3	870 00	3	870 00
2	Speed limit sign	3 EA	220 00	660 00	0 00	3	660 00	3	-660 00
3	Traffic circle sign	3 EA	260 00	780 00	0 00	3	780 00	3	780 00
4	Stop sign	4 EA	220 00	880 00	0 00	4	880 00	-4	880 00
5	One way sign	2 EA	220 00	440 00	0 00	2	440 00	2	-440 00
6	Yield sign	1 EA	220 00	220 00	0 00	1	220 00	1	220 00
7	Pavement ends sign	1 EA	220 00	220 00	0 00	1	220 00	1	220 00
8	Dead end sign	1 EA	220 00	220 00	0 00	1	220 00	1	220 00
9	Silt fence	447 LF	3 00	1341 00	0 00	447	1341 00	447	1341 00
10	Flowable fill	5 CY	65 00	325 00	0 00	5	325 00	5	325 00
11	Ripped rock	5 CY	40 00	200 00	0 00	5	200 00	5	200 00
12	Blasted rock	5 CY	50 00	250 00	0 00	5	250 00	5	250 00
13	18 Flared end section	2 EA	650 00	1300 00	0 00	2	1300 00	2	1300 00
14	Addl bury for fire hyd first 1/2	7 EA	250 00	1750 00	0 00	7	1750 00	7	1750 00
15	Addl bury for fire hyd addl 1/2	11 EA	100 00	1100 00	0 00	11	1100 00	11	1100 00
				4856 00	0 00		4856 00		-4856 00
Total Change Orders and Extra Work			223237 05	194487 45	-4856 00	189631 45			
Total Work Completed including Change Orders and Extra Work			1022248 15	976122 55	2850 00	978972 55			

0002199

PARTIAL WAIVER OF LIEN

STATE OF South Carolina

COUNTY OF Richland

Whereas, Newman Const has been employed by S E L Properties, LLC to furnish labor and/or materials for the project known as The Courtyards at Rolling Creek legally described as follows

~~New construction of building~~ Site Improvements

Now, therefore, the undersigned, for and in consideration of the sum of \$ 927,316.42 and other good and valuable consideration the receipt whereof hereby acknowledged, do hereby waive, relinquish, surrender and release any and all lien, claim, or right to lien on the above said described project and premises arising under and by virtue of the mechanic's lien laws of the State of South Carolina on account of any labor performed or the furnishing of any material to the above described project and premises up to and including the (day) 31st day of (month) August, (year) 2002. Upon receipt of this month's draw request of \$ 32,076.68 will also waive and release any, and all liens or claims, or right to lien on the above project as it relates to the stated draw request.

Dated this (day) 31st day of (month) August, (year) 2002

Newman Construction, Inc
(Company)

By Darlene V Ivey
Darlene V Ivey
Its Secretary/Treasurer

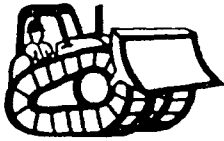
STATE OF South Carolina

COUNTY OF Richland

On this (day) 31st day of (month) August, (year) 2002.
Before me, a Notary Public in and for said County and State personally appeared Darlene V. Ivey, to me personally known, who, being by me duly sworn, did say that he is an officer of Newman Const, Inc and that said instrument was executed in behalf of said corporation by the authority of its Board of Directors and said officer acknowledged said instrument to be the free act and deed of said corporation.

Sandra B. Goga
Notary Public

My Commission Expires 7-12-2011



NEWMAN CONSTRUCTION, INC.

500 MYRTLE BEACH HWY • SUMTER SC 29153-5014

CHANGE ORDER

To S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Change Order No 20
Date August 31, 2002

Attn W P Melton

Contract Date October 26 2001
Contract For The Courtyards at
Rolling Creek - Phase 1

We request a change order to give credit for the street signs which were omitted as directed by the owner, flared end sections that were not installed to adjust the quantities of silt fence flowable fill ripped rock and blasted rock to actual and to add fire hydrant extensions

1	Street name sign	-3 EA @	290 00 =	(\$870 00)
2	Speed limit sign	-3 EA @	220 00 =	(\$660 00)
3	Traffic circle sign	-3 EA @	260 00 =	(\$780 00)
4	Stop sign	-4 EA @	220 00 =	(\$880 00)
5	One way sign	-2 EA @	220 00 =	(\$440 00)
6	Yield sign	-1 EA @	220 00 =	(\$220 00)
7	Pavement ends sign	-1 EA @	220 00 =	(\$220 00)
8	Dead end sign	-1 EA @	220 00 =	(\$220 00)
9	Silt fence	-447 LF @	3 00 =	(\$1,341 00)
10	Flowable fill	-5 CY @	65 00 =	(\$325 00)
11	Ripped rock	-5 CY @	40 00 =	(\$200 00)
12	Blasted rock	-5 CY @	50 00 =	(\$250 00)
13	18" Flared end section	-2 EA @	650 00 =	(\$1 300 00)
14	Additional bury for fire hyd - first 1/2	7 EA @	250 00 =	\$1 750 00
15	Additional bury for fire hyd - each add l 1/2	11 EA @	100 00 =	\$1 100 00

Total Change Order (\$4 856 00)

This work will require an additional 0 calendar days to achieve substantial completion

The original contract sum was	799011 10
Net change by previous change orders	228093 05
The contract sum prior to this change order	1027104 15
The contract sum will be (~~increased~~)(decreased)(unchanged) by this change order in the amount of	-4856 00
The new contract sum including this change order	1022248 15

Owner
S E L Properties LLC
P O Box 510
Winnsboro S C 29180

Contractor
Newman Construction Inc
500 Myrtle Beach Hwy
Sumter SC 29153-5014

Engineer
Letts Associates, Inc
P O Box 5132
Columbia SC 29224-2327

Signature

Signature

Signature

Print Name and Title

Print Name and Title

Print Name and Title

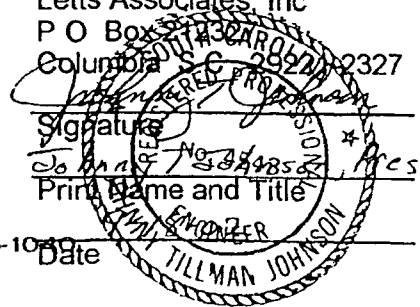
Date

Date

Date

PHONE (803) 775-2385 • FAX (803) 775-1040

GRADING • PAVING • UTILITIES



TO (OWNER)	SEL Properties LLC P O Box 510 Wimmsboro S C 29180	PROJECT	The Courtyards at Rolling Creek Phase 1 - 57 Lots Richland County S C	APPLICATION # 11	Distribution to ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR
FROM (CONTRACTOR)	Newman Construction Inc 500 Myrtle Beach Hwy Sumter, SC 29153 5014	VIA(Architect)	Letts Associates Inc P O Box 212327 Columbia S C 29221 2327	PERIOD TO 9/30/02 ARCHITECT S PROJECT NO	☐
CONTRACT FOR				CONTRACT DATE	10/26/01

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary			
Change Orders approved in Previous months by Owner		Additions	Deductions
Total		179 961 45	0 00
Approved this month		0 00	0 00
Number	Dated Approved		
Totals		179 961 45	0 00
Net change by Change Orders		179 961 45	0 00

The undersigned contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due

CONTRACTOR Newman Construction Inc

By Lauren V. Day Date 9/30/02

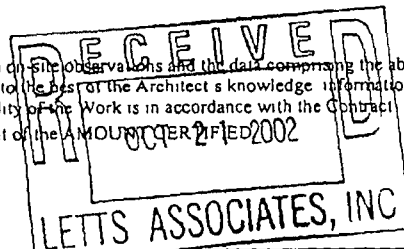
Application is made for Payment as shown below in connection with the Contract Continuation Sheet, AIA Document G703 is attached

1	ORIGINAL CONTRACT SUM	\$ 799 011 10
2	Net change by Change Orders	\$ 179 961 45
3	CONTRACT SUM TO DATE (line 1+2)	\$ 978 972 55
4	Total Completed & STORED TO DATE (Column G on G703)	\$ 978 972 55
5	Retainage	
	0 00% of Completed Work	\$ 0 00
	(column D + E on G703)	
	0 00% of Stored Material	\$ 0 00
	(column F on G703)	
	Total Retainage (Line 5a + 5b or total in Column I of G703)	\$ 0 00
6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$ 978 972 55
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 959 393 10
8	CURRENT PAYMENT DUE	\$ 19 579 45
9	BALANCE TO FINISH, PLUS RETAINAGE (LINE 3 LESS LINE 6)	\$ 0 00

State of SC County of Sumter
 Subscribed and sworn to before me this 30 day of September 2002
 Notary Public Sandra B. Goza
 My Commission Expires 7-12-2011

Architect's Certificate of Payment

In accordance with the contract documents based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED



AMOUNT CERTIFIED \$ 19,579.45
 (Attached explanation if any of the amount applied for)
 Architect

By [Signature] No. 4543 Date 10-22-02
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of Payment are without prejudice to any rights of the Owner or Contractor under this Contract.

0002202

CONTINUATION SHEET

Contractor's signed Certification is attached

In tabulations below amounts are stated to the nearest dollar

Use Column 1 on Contracts where variable retainage for line item may apply

APPLICATION NUMBER

11

APPLICATION DATE

9/30/02

PERIOD TO

9/30/02

ARCHITECT'S PROJECT NO

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1	Streets	\$302 142 60	\$302 142 60	\$0 00	\$0 00	\$302 142 60	100 00 /	\$0 00	\$0 00
2	Storm Drainage	\$136 830 50	\$136 830 50	\$0 00	\$0 00	\$136 830 50	100 00 %	\$0 00	\$0 00
3	Water System	\$151 071 00	\$151 071 00	\$0 00	\$0 00	\$151 071 00	100 00%	\$0 00	\$0 00
4	On Site Sewer	\$105 714 00	\$105 714 00	\$0 00	\$0 00	\$105 714 00	100 00 /	\$0 00	\$0 00
5	Off Site Sewer	\$103 253 00	\$103 253 00	\$0 00	\$0 00	\$103 253 00	100 00 %	\$0 00	\$0 00
6	Change Orders	\$179 961 45	\$179 961 45	\$0 00	\$0 00	\$179 961 45	100 00 /	\$0 00	\$0 00
	Sums	\$978 972 55	\$978 972 55	\$0 00	\$0 00	\$978 972 55	100 00%	\$0 00	\$0 00

0002203

Estimated Quantities and Unit Prices

The Courtyards at Rolling Creek
Phase 1 57 Lots
Richland County S C

Description	Unit	Unit Cost	Total Estimated Contract		Previous Estimate	This Estimate	Total to Date
Streets							
1 Clearing and grubbing road ROW	4 76 AC	3000 00	14280 00				
2 Strip store & replace topsoil	1 LS	4800 00	4800 00	100%	14280 00	0 00	
3 Grading mass/fine	1 LS	95000 00	4800 00	100%	4800 00	0 00	100%
4 Concrete key	1 EA	250 00	95000 00	100 %	95000 00	0 00	100%
5 Silt fence	1160 LF	3 00	250 00	1	250 00	0 00	100%
6 Mud mat at entrance	1 LS	500 00	3480 00	1160	3480 00	0 00	1
7 Curb 18 L Type	2908 LF	7 50	500 00	100%	500 00	0 00	1160
8 Curb 18 Roll Type	6552 LF	5 00	21810 00	2908	21810 00	0 00	100 %
9 1 1/2 Asphalt paving	12002 SY	3 25	32760 00	6552	32760 00	0 00	2908
10 6 Macadam	12002 SY	5 55	39006 50	100%	39006 50	0 00	6552
11 Street name sign	3 EA	290 00	66611 10	100%	66611 10	0 00	100 %
12 Speed limit sign	3 EA	220 00	870 00	3	870 00	0 00	100%
13 Traffic circle sign	3 EA	260 00	660 00	3	660 00	0 00	3
14 Stop sign	4 EA	220 00	780 00	3	780 00	0 00	3
15 One way sign	2 EA	220 00	880 00	4	880 00	0 00	3
16 Yield sign	1 EA	220 00	440 00	2	440 00	0 00	4
17 Pavement ends sign	1 EA	220 00	220 00	1	220 00	0 00	2
18 Dead end sign	1 EA	220 00	220 00	1	220 00	0 00	1
19 Flowable fill	1 CY	65 00	220 00	1	220 00	0 00	1
20 Grassing	3 AC	1500 00	65 00	1	65 00	0 00	1
21 Construction staking	1 LS	9800 00	4500 00	3	4500 00	0 00	1
22 Ripped rock	1 CY	40 00	9800 00	100%	9800 00	0 00	3
23 Blasted rock	1 CY	50 00	40 00	1	40 00	0 00	100%
24 4 PVC conduit	350 LF	5 00	50 00	1	50 00	0 00	1
25 4 Wide concrete sidewalk	420 LF	7 50	1750 00	350	1750 00	0 00	1
Subtotal			3150 00	420	3150 00	0 00	350
			302142 60		302142 60	0 00	420
Storm Drainage							
1 54 CMP (Aluminum)	250 LF	72 00	18000 00	250	18000 00	0 00	250
2 54 RCP	22 LF	85 00	1870 00	22	1870 00	0 00	22
3 48 RCP	356 LF	63 50	22606 00	356	22606 00	0 00	356
4 24 RCP	523 LF	25 50	13336 50	523	13336 50	0 00	523
5 18 RCP	1388 LF	21 00	29148 00	1388	29148 00	0 00	1388
6 54 Grouted rip rap outlet	1 EA	600 00	600 00	1	600 00	0 00	1
7 48 Grouted rip rap outlet	1 EA	500 00	500 00	1	500 00	0 00	1
8 18 CMP (Aluminum)	140 LF	18 00	2520 00	140	2520 00	0 00	140
9 18 Flared end section	2 EA	650 00	1300 00	2	1300 00	0 00	2
10 Rip rap & filter fabric	77 CY	60 00	4620 00	77	4620 00	0 00	77
11 Underdrains	330 LF	8 50	2805 00	330	2805 00	0 00	330
12 Florida type catch basin	18 EA	1500 00	27000 00	100%	27000 00	0 00	18
13 Junction box	2 EA	1250 00	2500 00	100%	2500 00	0 00	2
						100 %	
						100 %	

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14	Pedestal type catch basin	1 EA	1400 00	1400 00	100 %	1	1400 00	0 00	100 %	1	1400 00
15	Flowable fill as needed	1 CY	65 00	65 00		1	65 00	0 00		1	65 00
16	Construction staking	1 LS	1400 00	1400 00		100%	1400 00	0 00		100%	1400 00
17	Grassing	0 59 AC	3000 00	1770 00		0 59	1770 00	0 00		0 59	1770 00
18	Ripped rock	1 CY	40 00	40 00		1	40 00	0 00		1	40 00
19	Blasted rock	1 CY	50 00	50 00		1	50 00	0 00		1	50 00
20	Inlet protection	19 EA	100 00	1900 00		19	1900 00	0 00		19	1900 00
21	Clear off road pipe R/W	1700 LF	2 00	3400 00		100%	3400 00	0 00		100%	3400 00
	Subtotal			136830 50			136830 50	0 00			136830 50
Water System											
1	12" DIP	3148 LF	21 00	66108 00		3148	66108 00	0 00		3148	66108 00
2	12 Cross	2 EA	650 00	1300 00		2	1300 00	0 00		2	1300 00
3	12 x 6 Tee	2 EA	480 00	960 00		2	960 00	0 00		2	960 00
4	12 x 12 Tee	1 EA	500 00	500 00		1	500 00	0 00		1	500 00
5	Fire hydrant tee & valve	6 EA	1920 00	11520 00	100%	6	11520 00	0 00	100%	6	11520 00
6	12 X 8 Reducer	2 EA	320 00	640 00		2	640 00	0 00		2	640 00
7	12 90 Degree bend MJ	2 EA	340 00	680 00		2	680 00	0 00		2	680 00
8	12 22 1/2 Degree bend MJ	3 EA	340 00	1020 00		3	1020 00	0 00		3	1020 00
9	12 x 4 Reducer	2 EA	300 00	600 00		2	600 00	0 00		2	600 00
10	8 x 10 Tapping sleeve/valve (tap fee)	1 EA	3600 00	3600 00		1	3600 00	0 00		1	3600 00
11	8 X 8 Tee	4 EA	350 00	1400 00		4	1400 00	0 00		4	1400 00
12	8 90 Degree bend	2 EA	275 00	550 00		2	550 00	0 00		2	550 00
13	8 X 4 Reducer	3 EA	180 00	540 00		3	540 00	0 00		3	540 00
14	8 Plug	1 EA	100 00	100 00		1	100 00	0 00		1	100 00
15	8 Gate valves	7 EA	740 00	5180 00		7	5180 00	0 00		7	5180 00
16	8 PVC Pipe	2316 LF	10 50	24318 00		2316	24318 00	0 00		2316	24318 00
17	4 PVC Pipe	1425 LF	6 00	8550 00		1425	8550 00	0 00		1425	8550 00
18	4 Gate valves	5 EA	400 00	2000 00		5	2000 00	0 00		5	2000 00
19	2 1/2 Blow off assembly	3 EA	450 00	1350 00		3	1350 00	0 00		3	1350 00
20	3/4 Services Short	34 EA	220 00	7480 00	100%	34	7480 00	0 00	100%	34	7480 00
21	3/4 Services Long	23 EA	100 00	2300 00	100%	23	2300 00	0 00	100%	23	2300 00
22	4 Plugs	2 EA	50 00	100 00		2	100 00	0 00		2	100 00
23	12 Gate valve	0 EA	1380 00	0 00		0	0 00	0 00		0	0 00
24	8 DIP	40 LF	15 00	600 00		40	600 00	0 00		40	600 00
25	12 x 6 Reducer	1 EA	320 00	320 00		1	320 00	0 00		1	320 00
26	Ripped rock	1 CY	40 00	40 00		1	40 00	0 00		1	40 00
27	Blasted rock	1 CY	50 00	50 00		1	50 00	0 00		1	50 00
28	Construction staking	1 LS	1800 00	1800 00		100%	1800 00	0 00		100%	1800 00
29	Flowable fill	1 CY	65 00	65 00		1	65 00	0 00		1	65 00
30	Mud mat at Brook View Lane	1 LS	500 00	500 00		100%	500 00	0 00		100%	500 00
31	Clear off road pipe R/W	3450 LF	2 00	6900 00		100 %	6900 00	0 00		100%	6900 00
	Subtotal			151071 00			151071 00	0 00			151071 00
On Site Sewer											
1	8" PVC 0-6	1548 LF	12 00	18576 00		1548	18576 00	0 00		1548	18576 00
2	6 8	1779 LF	13 00	23127 00		1779	23127 00	0 00		1779	23127 00
3	8 10	749 LF	15 00	11235 00		749	11235 00	0 00		749	11235 00
4	10 12	88 LF	17 00	1496 00		88	1496 00	0 00		88	1496 00
5	8 DIP Extra	300 LF	8 00	2400 00		300	2400 00	0 00		300	2400 00

6	4 Diameter manhole 0 6	12 EA	1000 00	12000 00	100 %	12	12000 00	0 00	100%	12	12000 00
7	6 8	7 EA	1100 00	7700 00	100%	7	7700 00	0 00	100 %	7	7700 00
8	8 10	2 EA	1300 00	2600 00	100%	2	2600 00	0 00	100%	2	2600 00
9	10 12	1 EA	1600 00	1600 00	100%	1	1600 00	0 00	100%	1	1600 00
10	Tie to existing manhole	3 5 VF	150 00	525 00		3 5	525 00	0 00		3 5	525 00
11	8 Drop	39 EA	350 00	13650 00		39	13650 00	0 00		39	13650 00
12	Long Service	18 EA	150 00	2700 00		18	2700 00	0 00		18	2700 00
13	Short Service	1 CY	65 00	65 00		1	65 00	0 00		1	65 00
14	Flowable fill as needed	1 LS	2250 00	2250 00	100%	1	2250 00	0 00		1	2250 00
15	Construction staking	1 CY	40 00	40 00		1	40 00	0 00	100%	1	40 00
16	Ripped rock	1 CY	50 00	50 00		1	50 00	0 00		1	50 00
17	Blasted rock	2600 LF	2 00	5200 00	100 %	2600	5200 00	0 00	100%	2600	5200 00
18	Clear off road pipe R/W							0 00			
	Subtotal			105714 00			105714 00	0 00			105714 00
<u>Off Site Sewer</u>											
1	18" PVC 0 6	653 LF	22 00	14366 00		653	14366 00	0 00		653	14366 00
2	6 8	961 LF	25 00	24025 00		961	24025 00	0 00		961	24025 00
3	8 10	30 LF	28 00	840 00		30	840 00	0 00		30	840 00
4	18 DIP Extra	111 LF	35 00	3885 00		111	3885 00	0 00		111	3885 00
5	5 Diameter manhole 0 6	1 EA	1400 00	1400 00	100%	1	1400 00	0 00	100%	1	1400 00
6	6 8	6 EA	1600 00	9600 00	100%	6	9600 00	0 00	100%	6	9600 00
7	Extend manhole 36' above ground	7 EA	700 00	4900 00		7	4900 00	0 00		7	4900 00
8	Connect to existing manhole	1 EA	1500 00	1500 00		1	1500 00	0 00		1	1500 00
9	Interior coating of manholes	49 VF	125 00	6125 00		49	6125 00	0 00		49	6125 00
10	15 PVC 0 6	558 LF	17 00	9486 00		558	9486 00	0 00		558	9486 00
11	6 8	428 LF	19 00	8132 00		428	8132 00	0 00		428	8132 00
12	8 10	12 LF	22 00	264 00		12	264 00	0 00		12	264 00
13	4 Diameter manhole 0 6	1 EA	1000 00	1000 00	100%	1	1000 00	0 00	100%	1	1000 00
14	6 8	3 EA	1100 00	3300 00	100%	3	3300 00	0 00	100%	3	3300 00
15	Extend manhole 36' above ground	4 EA	500 00	2000 00		4	2000 00	0 00		4	2000 00
16	Interior coating of manholes	35 VF	125 00	4375 00		35	4375 00	0 00		35	4375 00
17	Water tight frame & cover	11 EA	100 00	1100 00		11	1100 00	0 00		11	1100 00
18	Ripped rock	1 CY	40 00	40 00		1	40 00	0 00		1	40 00
19	Blasted rock	1 CY	50 00	50 00		1	50 00	0 00		1	50 00
20	Construction staking	1 LS	1500 00	1500 00	100%	1	1500 00	0 00		1	1500 00
21	Flowable fill	1 CY	65 00	65 00		1	65 00	0 00	100%	1	65 00
22	Clear off road pipe R/W	2650 LF	2 00	5300 00	100%	2650	5300 00	0 00	100 %	2650	5300 00
	Subtotal			103253 00			103253 00	0 00			103253 00
<u>Total Contract Work Completed</u>											
				799011 10			799011 10	0 00			799011 10
<u>Change Orders and Extra Work</u>											
<u>Change Order #1</u>											
1	Blasted rock for off site sewer	662 77 CY	50 00	33138 50		662 77	33138 50	0 00		662 77	33138 50
<u>Change Order #2</u>											
1	Blasted rock for off site sewer	248 49 CY	50 00	12424 50		248 49	12424 50	0 00		248 49	12424 50
				12424 50			12424 50	0 00			12424 50

Change Order #3

On Site Sewer

1	8 PVC 0 6	-60 LF	12 00	720 00	-60	720 00	0 00	60	720 00
2	6 8	70 LF	13 00	910 00	70	910 00	0 00	70	910 00
3	8 10	65 LF	15 00	975 00	-65	975 00	0 00	65	975 00
4	10 12	72 LF	17 00	1224 00	72	1224 00	0 00	72	1224 00
5	4 Diameter manhole 0 6	1 EA	1000 00	1000 00	1	1000 00	0 00	1	1000 00
6	6 8	1 EA	1100 00	1100 00	1	1100 00	0 00	1	1100 00
7	8 10	2 EA	1300 00	2600 00	2	2600 00	0 00	2	2600 00
8	10 12	2 EA	1600 00	3200 00	2	3200 00	0 00	2	3200 00
9	8 Drop	7 VF	150 00	1050 00	7	1050 00	0 00	7	1050 00

Off Site Sewer

10	Embed 18 DIP off site sewer in concrete per revised plan	5 CY	85 00	425 00	5	425 00	0 00	5	425 00
11	Water								
12	45 Degree MJ water line bend at creek crossing per revised plan	2 EA	340 00	680 00	2	680 00	0 00	2	680 00
				1094 00		1094 00	0 00		1094 00

Change Order #4

1	Blasted rock for sewer and water	195 47 CY	50 00	9773 50	195 47	9773 50	0 00	195 47	9773 50
				9773 50		9773 50	0 00		9773 50

Change Order #5

1	Interior coating of manholes	84 VF	100 00	8400 00	84	8400 00	0 00	84	8400 00
2	Embed 8 DIP sewer line in concrete	3 CY	85 00	255 00	3	255 00	0 00	3	255 00
3	8 Drop	12 VF	150 00	1800 00	12	1800 00	0 00	12	1800 00
				6345 00		6345 00	0 00		6345 00

Change Order #6

1	54 RCP omitted from bid sheet	200 LF	85 00	17000 00	200	17000 00	0 00	200	17000 00
				17000 00		17000 00	0 00		17000 00

Change Order #7

1	Embed 8 DIP water line in concrete	3 CY	85 00	255 00	3	255 00	0 00	3	255 00
				255 00		255 00	0 00		255 00

Change Order #8

1	Ripped rock	763 78 CY	40 00	30551 20	763 78	30551 20	0 00	763 78	30551 20
				30551 20		30551 20	0 00		30551 20

Change Order #9

1	Manhole 8 10	2 EA	1300 00	2600 00	2	2600 00	0 00	2	2600 00
				2600 00		2600 00	0 00		2600 00

Change Order #10

1	Sewer main road crossings	165 25 CY	35 00	5783 75	165 25	5783 75	0 00	165 25	5783 75
2	Water main road crossings	22 17 CY	35 00	775 95	22 17	775 95	0 00	22 17	775 95
3	Sewer service road crossings	155 93 CY	35 00	5457 55	155 93	5457 55	0 00	155 93	5457 55
4	Water service road crossings	81 2 CY	35 00	2842 00	81 2	2842 00	0 00	81 2	2842 00
				14859 25		14859 25	0 00		14859 25

Change Order #11

1	Construction of berm (cost plus)	1 LS	12575 00	12575 00	100%	12575 00	0 00	100%	12575 00
				12575 00		12575 00	0 00		12575 00

Change Order #12

1	Ripped rock	746 21 CY	40 00	29848 40	746 21	29848 40	0 00	746 21	29848 40
				29848 40		29848 40	0 00		29848 40

Change Order #13

1	Ripped rock	237 02 CY	40 00	9480 80	237 02	9480 80	0 00	237 02	9480 80
2	Sand clay in water service road xings	81 2 CY	35 00	2842 00	81 2	2842 00	0 00	81 2	2842 00
3	Flowable fill in water serv road xings	20 CY	65 00	1300 00	20	1300 00	0 00	20	1300 00
4	12 x 6 Tee	2 EA	480 00	960 00	2	960 00	0 00	2	960 00
5	12 x 12 Tee	1 EA	500 00	500 00	1	500 00	0 00	1	500 00
6	Fire hydrant	1 EA	1920 00	1920 00	1	1920 00	0 00	1	1920 00
7	12 x 8 Reducer	1 EA	320 00	320 00	1	320 00	0 00	1	320 00
8	12 x 4 Reducer	1 EA	300 00	300 00	1	300 00	0 00	1	300 00
9	8 Gate valve	1 EA	740 00	740 00	1	740 00	0 00	1	740 00
10	4 Gate valve	1 EA	400 00	-400 00	1	-400 00	0 00	1	400 00
11	4 Plug	1 EA	50 00	50 00	1	50 00	0 00	1	50 00
12	12 Gate valve	2 EA	1380 00	2760 00	2	2760 00	0 00	2	2760 00
13	12 x 6 Reducer	1 EA	320 00	320 00	1	320 00	0 00	1	320 00
14	12 x 8 Tee	1 EA	490 00	490 00	1	490 00	0 00	1	490 00
15	12 Plug	1 EA	150 00	150 00	1	150 00	0 00	1	150 00
16	12 Bend	13 EA	340 00	4420 00	13	4420 00	0 00	13	4420 00
17	8 Bend	4 EA	275 00	1100 00	4	1100 00	0 00	4	1100 00
18	4 Bend	3 EA	140 00	420 00	3	420 00	0 00	3	420 00
19	3/4 Service to long islands	2 EA	220 00	440 00	2	440 00	0 00	2	440 00
				16048 80		16048 80	0 00		16048 80

Change Order #14

1	3/4 water service on 12 DIP	12 EA	200 00	2400 00	12	2400 00	0 00	12	2400 00
2	Survey for placement of water serv	1 LS	885 00	885 00	100%	885 00	0 00	100%	885 00
3	12 x 6 Tee	1 EA	480 00	480 00	1	480 00	0 00	1	480 00
4	6 Gate valve	1 EA	520 00	520 00	1	520 00	0 00	1	520 00
5	6 Plug	1 EA	75 00	75 00	1	75 00	0 00	1	75 00
6	6 PVC	40 LF	8 50	340 00	40	340 00	0 00	40	340 00
				4700 00		4700 00	0 00		4700 00

Change Order #15

1	Additional conduit	365 LF	5 00	1825 00	365	1825 00	0 00	365	1825 00
2	Sand clay backfill for conduit	32 CY	35 00	1120 00	32	1120 00	0 00	32	1120 00
3	Flowable fill for conduit	27 5 CY	65 00	1787 50	27 5	1787 50	0 00	27 5	1787 50
				4732 50		4732 50	0 00		4732 50

Change Order #16

1	Omit grassing of berm	1 LS	750 00	750 00	100%	750 00	0 00	100%	750 00
				750 00		750 00	0 00		750 00

Change Order #17

1	Full depth asphalt (5 1/4) in lieu of 6 SABC and 1 1/2 asphalt	12002 SY	3 70	44407 40	100%	44407 40	0 00	100%	44407 40
				44407 40		44407 40	0 00		44407 40

Change Order #18

1	1 1/2 Water stub for irrigation	1 EA	755 00	755 00	1	755 00	0 00	1	755 00
				755 00		755 00	0 00		755 00

Change Order #19

1	Interior coating of manholes	17 VF	25 00	425 00	17	425 00	0 00	17	425 00
				425 00		425 00	0 00		425 00

Change Order #20

1	Street name sign	3 EA	290 00	870 00	3	870 00	0 00	3	870 00
2	Speed limit sign	3 EA	220 00	660 00	3	660 00	0 00	3	-660 00
3	Traffic circle sign	3 EA	260 00	780 00	3	780 00	0 00	3	780 00
4	Stop sign	4 EA	220 00	880 00	-4	880 00	0 00	4	880 00
5	One way sign	2 EA	220 00	-440 00	2	-440 00	0 00	2	440 00
6	Yield sign	1 EA	220 00	220 00	1	220 00	0 00	1	220 00
7	Pavement ends sign	1 EA	220 00	220 00	1	220 00	0 00	1	220 00
8	Dead end sign	1 EA	220 00	220 00	1	220 00	0 00	1	220 00
9	Silt fence	447 LF	3 00	1341 00	447	1341 00	0 00	447	1341 00
10	Flowable fill	5 CY	65 00	325 00	5	325 00	0 00	5	325 00
11	Ripped rock	5 CY	40 00	200 00	5	200 00	0 00	5	200 00
12	Blasted rock	5 CY	50 00	250 00	5	250 00	0 00	5	250 00
13	18 Flared end section	2 EA	650 00	1300 00	2	1300 00	0 00	2	1300 00
14	Add 1 bury for fire hyd first 1/2	7 EA	250 00	1750 00	7	1750 00	0 00	7	1750 00
15	Add 1 bury for fire hyd add 1 1/2	11 EA	100 00	1100 00	11	1100 00	0 00	11	1100 00
				4856 00		4856 00	0 00		-4856 00

Change Order #21

1	Concrete key	1 EA	250 00	250 00	1	250 00	0 00	1	250 00
2	Grassing	3 AC	1500 00	4500 00	3	-4500 00	0 00	3	-4500 00
2	4 Wide concrete sidewalk	420 LF	7 50	3150 00	-420	3150 00	0 00	420	3150 00
2	1 1/2 asphalt surface	12002 SY	2 80	33605 60	12002	33605 60	0 00	12002	33605 60
3	Grassing of storm drain r/w	0 59 AC	3000 00	1770 00	0 59	1770 00	0 00	0 59	1770 00
				-43275 60		-43275 60	0 00		43275 60

Total Change Orders and Extra Work	179961 45	179961 45	0 00	179961 45

Total Work Completed including Change Orders and Extra Work	978972 55	978972 55	0 00	978972 55

Ex 123

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT
TO S C CODE ANN '15-48-10**

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

CONTRACT OF SALE

THIS CONTRACT OF SALE dated this 15th day of September 2006 by and between SEL Properties LLC herein referred to as 'Seller' and Essex Homes SE, Inc, herein referred to as Buyer

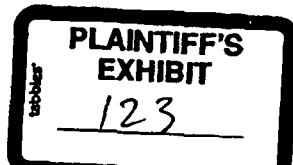
1 Purchase and Sale Buyer agrees to buy from Seller and Seller agrees to sell to Buyer pursuant to the terms hereof the following described real estate in the County of Richland, South Carolina hereinafter referred to as "Subject Property" This Subject Property is shown as Lots 1 through 251 of The Courtyards at Rolling Creek Subdivision, to be shown on a Sketch Plan to be prepared by Palmetto Consulting Engineering Group and Approved by the Buyer A copy of which is shall be attached hereto and marked as Exhibit 'A' All lot locations shown on Exhibit 'A' are subject to minor changes to accommodate the final development plan

2 Purchase Price In accordance with the sketch plan provided to the buyer the buyer agrees to purchase 64 lots in phase II and 130 lots in phase III for an average lot sales price of \$39 500 00 for a total sales price of \$7,663,000 00 The purchase price does include the cost of lot grading to be performed by the Seller of lots deemed by buyer as not suitable for building 'Not suitable is defined in Section 8' All lots will be required to connect to public sewer and water with the tap fees paid by Buyer 65 Lot price \$37 500 672

75 Lot price \$40,800

3 Takedown Schedule The schedule for the takedown of lots will be for them all to be purchased in five (5) annual purchases and are as follows within one (1) month of completion of all infrastructure and an approved bonded plat of phase II the buyer will purchase 32 lots twelve (12) months after initial takedown the buyer will purchase the remaining 32 lots in phase II twenty-four (24) months after the initial takedown the buyer will purchase 43 lots in phase III, thirty-six (36) months after the initial takedown the buyer will purchase 43 more lots in phase III and forty-eight (48) months after the initial takedown the buyer will purchase the remaining 44 lots in phase III However Buyer shall not be compelled to purchase lots, nor penalized in any way if Seller does not have the lots complete water and sewer taps available, power available and PTO's complete Phases shall be done to deliver the size lots in roughly the proportion as will be built in the entire subdivision If seller delays delivery of any phase, then the purchase date of subsequent phases is delayed by an equal amount time to allow purchaser time to use previous takedown

4 Earnest Money Deposit Upon execution of a contract Essex Homes will deposit \$50 000 in escrow with Colliers Keenan Inc escrow agent Should upon receipt of a bonded plat and PTO's Essex Homes does not proceed to closing, this \$50 000 will



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constitute full and liquidated damages. The earnest money shall be applied as follows \$25 000 00 at first closing and \$25 000 00 at the second closing. After the second closing has occurred Essex Homes will deposit an additional \$30 000 00 in escrow with Colliers Keenan Inc. escrow agent which shall be applied in a prorata amount to each closing.

5 Terms Purchase To maintain the option on all lots in both Phase II and III Purchaser must complete the scheduled takedowns as shown in section 3. By completing the purchase of all of phase II purchaser has the right to purchase all the lots in Phase III. This contract does allow the Seller a chance to adjust the sales cost of the lots in Phase III as follows. The cost of lots may be adjusted to reflect documented price increases in the cost of construction over the costs at the time of construction of Phase II. If Sellers price increases then he may at his option raise the price of the lots to cover his increased costs. Purchaser would have the option at this time of accepting the new sales price or electing not to continue with this Contract of Sale and any earnest money refunded. The Buyer reserves the right to close up to 11 lots based on a bonded plat in order to start models and spec units.

- A In the event any Buyer falls behind the scheduled dates of closing by more than forty five (45) days the Seller may proceed as follows
- 1 The Seller may proceed to enforce this Contract of Sale in accordance with Paragraph 15 of this agreement or he may terminate the contract and keep earnest money as liquidated damages
 - 2 The Seller may in their sole discretion continue this Contract of Sale and allow the Buyer the time necessary to close on all lots on which he is delinquent with a penalty added to the sales price. A late penalty of three (3%) percent of the purchase price per lot per year will be added to the purchase price until all delinquent lots are closed
- B Seller shall deliver lots suitable for construction within 12 months of the Purchaser completing due diligence upon the property. Should Seller be more than 4 months beyond the promised delivery date, Purchaser may place notice to seller that if the construction for the takedown is not complete within 30 days, then the balance of this contract is voided monies returned and both Seller and Buyer released from obligation to each other.

6 Due Diligence Buyer shall have 30 days from the execution of this Contract of Sale in which to perform due diligence activities. Should Buyer in its sole discretion determine that the property is not suitable for its intended use, the earnest money shall be returned to buyer and the contract rendered null and void. The Seller agrees to share with the Buyer all plats surveys, geo-technical data and any other information in its possession regarding the property's suitability for a residential subdivision. Buyer will notify Seller within 30 days if it is determined that the property is not suitable. Absent any notice Seller should proceed upon the 31st day.

7 Additional Phases Should no request be made to accelerate or delay the next scheduled takedown each successive quarter of lots shall be taken at the end of each successive 12 month period

- A Buyer shall have the right to request an early delivery of all or part of the next phase, so long as Seller is given 120 days of lead time and that buyer takes at least ½ the phase early
- B Absent any notice to accelerate a takedown or a mutually agreed delay on delivery each successive takedown should be one (1) year after the preceding takedown

8 Development Standards Buyer also must approve the final subdivision layout as it pertains to those lots reserved for it. Buyer shall submit specifications regarding the required finished lot grading within 10 days of the execution of this Contract of Sale. Lots shall be upon public water and sewer with taps installed by the developer and shall have natural gas available. The tap fees shall be at the expense of the buyer and are not included in this sales price. If purchased by the Seller Buyer will purchase, at sellers cost the taps applicable to the lots that are being purchased in this takedown. Seller and Buyer agree if needed execute a contract subject to this contract where the purchase price of the lot is adjusted to include the tap fees. Seller agrees to provide fully developed/buildable lots with all infrastructure in place. Should any lots be deemed not buildable the developer shall make such lots buildable to Essex Homes specifications. Buildable is defined as to mean not to contain excessive slope from the road across the lot/building pad, drops or ridges at lot entry the building pad not being located in a drainage path/unable to attain acceptable drainage or 100 year flood plane made unsuitable by easements unsuitable load bearing soils, or groundwater being at or near the surface. All lots shall be delivered with all corners clearly delineated. After closing, should other work be done for the completion of the lot or utilities that is a responsibility of the Seller. Seller shall replace the corners at his expense. The developer shall provide a separate entrance monument and landscaping to connect the previous subdivision to the proposed subdivision. Essex Homes will have the right to approve the design of the entrance into its subdivision to include the monument signage and landscaping. The developer will also dress up the existing entry into the subdivision. The amenities (pool and rec area) shall be installed by the developer and substantially completed by the initial take down closing. Buyer shall have the right to inspect the plans for the entrance, monument and pool facility. Approval will not be unreasonably withheld. Upon acceptance of these graded lots by Buyer or its representative Seller shall have no further obligation for any additional grading or otherwise improvement of these accepted lots. Buyer must also approve the final subdivision layout as it pertains to those lots reserved for it. Upon the ratification and execution of a contract by both parties a sketch plan of the lots shall be submitted to the Buyer for approval. After Sellers receipt of approval by Buyer of the layout any changes made by the Buyer shall be made at the expense of the Buyer.



9 Closing Costs Seller shall pay for deed preparation documentary stamps for the deed and for the recording costs for existing mortgage releases Rollback taxes shall be the responsibility of the seller Buyer shall pay all other closing costs as pertains to purchasing the lots and obtaining construction financing

10 Prorations Taxes and other assessments if any shall be prorated between Seller and Buyer as of the date of closing if possible otherwise Buyer will be billed at a later date

11 Closing Closing shall be within 30 days of the recordation of final plat and the completion of all infrastructure to include the PTO's to operate water and sewer Buyer reserves the right to close up to 11 lots based on a bonded plat in order to start models and spec units The Closing shall occur at a location suitable to the Buyer and Seller

12 Timing The parties agree that time is of the essence and that this Contract of Sale shall expire on **September 27, 2006**

13 Commissions The parties understand that The Colliers Keenan Company are the Brokers representing the Seller in this transaction

14 Confidential Information The information contained herein and all information furnished by Seller to Buyer or by Buyer in its course of investigation of the property shall be treated as confidential If requested by Seller, any documents furnished to Buyer by Seller shall be returned to Seller in the event the transaction is not consummated Seller nor Seller's agent(s) shall not discuss nor disclose the contents terms or conditions of this Contract of Sale as it might adversely affect the interest of all the parties

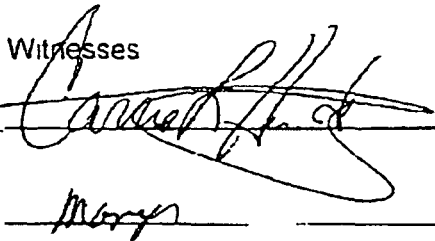
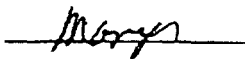
15 Arbitration The parties hereby expressly agree to submit any and all claims, disagreements and disputes arising out of or touching upon the matters set forth in this agreement to binding arbitration in Columbia South Carolina in accordance with the rules of the American Arbitration Association The arbitrators are hereby given the parties, express authority to determine *inter alia*, the validity and enforceability of the agreement of which this arbitration provision is a part including all of its terms and provisions, the validity and enforceability of this arbitration provision the extent to which any particular claim disagreement, or dispute among the parties is subject to arbitration, the extent to which the parties to an arbitration proceeding undertaken pursuant to this provision may be entitled to pre-arbitration discovery and the final resolution of any and all claims disagreements and disputes submitted for decision pursuant to this arbitration provision The terms of this arbitration provision may be invoked unilaterally by any party to this agreement by making written demand for arbitration on the other parties to this agreement In agreeing to this arbitration provision it is the parties' intention to avoid the cost, expense and delay of discovery and litigation in the civil court system and this arbitration provision is to be liberally construed in favor of effectuating that intent

16 Entire Agreement. This instrument contains the entire agreement between Seller and Buyer and supersedes all previous agreements between them, whether written or oral and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors personal representatives, executors, administrators and assigns

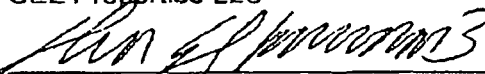
IN WITNESS WHEREOF the parties hereto do hereby set their Hands and Seals the year and day first above written

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witnesses

SEL Properties LLC


BY Steve Lipscomb

It's President

Witnesses




Essex Homes SE, Inc


BY Karl Hastings

It's President

Instrument: 2004022620

Book/Page: R916 1557

Date/Time: 3/26/2004 10:54 AM

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
 COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor), of the State of South Carolina, in consideration of the sum of no cash consideration, to it in hand, paid on this date by K & L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee its successors and assigns, all of its right, title and interest in and to

Street Address Lot 14 of the Courtyards at Rolling Creek, Phase I

New Tax # R02606-01-01

Legal Description See Exhibit "A" attached

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 the said Grantee its successors and assigns forever, and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 24th day of March

2004

Book 00916-1557
 2004022620 03/26/2004 10:54 AM
 Fee: \$18.00 County Tax: \$8.00 State Tax: \$5.00

2004022620 John G. Harts Richland County RCO

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PLAINTIFF'S
 EXHIBIT

124

0002215

Instrument: 2004023620

Book/Page: R916 1558

Date/Time: 3/28/2004 10:54:09 AM

WITNESSES

Laura McDonald
Timothy A. Lips

Stephen E. Lipcomb (SEAL)
 SEL Properties, LLC
 By Stephen E. Lipcomb
 Its Manager

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC, by Stephen E. Lipcomb its Manager sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS

24th day of March 2004

Timothy A. Lips (L.S.)
 Notary Public for South Carolina

Laura McDonald

My Commission Expires 11/17/2010

Grantee's Address PO Box 11641 Columbia, SC 29211

Richland County, SC

John Q. Harris

This document is not to scale

0002216

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 14 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc and being dated June 20, 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat

Street Address 2 Whetstone Creek Court

New Tax # R02606-01-01

Derivation: This being the same property conveyed to SEL Properties, LLC from Robert E Cripps II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John G. Morris

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0002217

Instrument: 2004022620

Book/Page: R016 1580

Date/Time: 3/26/2004 10:54:09 AM

STATE OF SOUTH CAROLINA)
 COUNTY OF Richland)

AFFIDAVIT

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

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

2 The property being transferred is located at Lot 14 Courtyards at
Bolling Ck. bearing Richland County Tax Map Number 2606-01-01
 was transferred by SEA Properties, LLC
 to K.H. Construction, LLC
 on 3/24/04

3 The deed is exempt from the deed recording fee because (See Information section of affidavit)

12/40/40(1)

4 As required by Code Section 12-24-70 I state that I am a responsible person who was connected with the transaction as Timothy G Quinn, Attorney

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.

Timothy G Quinn
 Responsible Person Connected with the Transaction

SWORN to before me this 24th
 day of March, 2004
Anna McDermott
 Notary Public for SC
 My Commission Expires: 11/23/04

Timothy G Quinn
 Print or Type Name Here

This document is not to scale

0002218

Instrument: 2004012220

Book/Page: R903 1072

Date/Time: 2/17/2004 3:12:02 PM

Book 00903-1072

200412220 00000000 15 12 02:57

Fee: \$10.00 County Tax: \$228.00 State Tax: \$811.00



2004012220 John Q. Norris

Richard County ROD

ALLIES!
A TRUE COPY
M

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS THAT, SEL PROPERTIES LLC herein referred to as Grantor for and in consideration of the sum of TWO HUNDRED THIRTY FIVE THOUSAND AND 00/100 (235,000.00) Dollars to it paid by JERRY B. ADGER AND SHEILA L. ADGER, hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, its heirs, successors, and assigns forever

All that certain piece, parcel or lot of land, with improvements thereon, if any situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lot 15 of The Courtyards at Rolling Creek as shown on a bonded plat of The Courtyards at Rolling Creek, Phase I prepared by Associated E&S Inc. dated June 20 2002, last revised August 20, 2002 and recorded in the RMC for Richland County in Book RB696 at Page 1031 on August 22, 2002, Reference being made to said plat for a more accurate and complete description thereof

Derivation. This being a portion of the property conveyed to SEL Properties, LLC from Robert D Cripps, II by deed recorded in Richland County ROD on 10/6/00 in Book 449 at Page 37
THIS IS 02400-04-02 pt of

This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions of record, including matters shown on recorded plats.

Grantees: 4 Whetstone Creek Ct.
Irmo, SC 29063

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 the said Grantees, their heirs, and assigns forever

AND THE GRANTOR does hereby bind Grantor successors, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantees their heirs, and assigns, against Grantor and Grantor successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof

WITNESS our Hand and Seal this 13th day of February, in the year of our Lord 2004

Richland County ROD

John Q. Norris

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0002219

Instrument 2004012220

Book/Page R903 1073

Date/Time 2/17/2004 3:12:02 PM

Signed, Sealed and Delivered
in the Presence of

Miss Emark

SEL Properties, LLC

BY

for

[Signature]

Manager

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Personally appeared before me the undersigned and made oath that she saw the within named Grantor sign, seal and as its act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that she with the other witness subscribed aboved witnessed the execution thereof

SWORN to before me this
13th day of February 2004

Miss Emark

Notary Public for the State of South Carolina

My Commission Expires:

Notary Public, South Carolina, State at Large
My Commission Expires Oct. 12, 2006

Richard County, MO

John G. Morris

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0002220

Instrument: 2002071577

Book/Page: 0706 2389

Date/Time: 07/25/2002 9:48:56 AM

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

TITLE TO REAL ESTATE

ATTEST:
 A TRUE COPY
 [Signature]

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC (hereinafter referred to as Grantor) of the State of South Carolina, in consideration of the sum of Forty-Five Thousand Hundred and no/100 (\$45 000 00) Dollars, to it, in hand, paid on this date by Blackmon Construction of Columbia (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address: Lot 20 of the Courtyards at Rolling Creek, Phase I

Legal Description: See Exhibit "A" attached.

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 the said Grantee, its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 18th day of September, 2002

WITNESSES

Laura McDonald
[Signature]

[Signature] (SEAL)
 SEL Properties, LLC
 By: Stephen E. Lipscomb
 Its Manager

Book 00706-2389
 2002071577 09/25/2002 09:48:56 AM
 Fee: \$10.00 County Tax: \$48.50 State Tax: \$117.00

2002071577 John G. North
 Richland County ROD

This document is not to scale

0002221

Instrument: 2002071577

Book/Page: R708 2380

Date/Time: 9/25/2002 8:48:56 AM

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC, by Stephen E Lipcomb its Manager sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof

SWORN TO BEFORE ME THIS

18th day of September, 2002

Timothy Stephens (L.S.)
Notary Public for South Carolina

Laura McDonaldMy Commission Expires 4/12/2010

Grantee's Address 303 Rolling Creek Circle, Chapin, SC 29036

Richland County REC

Jan. 8, 2003

This document is not to scale

0002222

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 20 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc. and being dated June 20, 2002 and last revised August 20, 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat.

TMS Portion of #02600-04-02

Derivation: This being the same property conveyed to SEL Properties, LLC from Robert E. Cnppa, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John G. Martin

This document is not to scale

0002223

Instrument: 2002106304

Book/Pager: R740 488

Date/Time: 12/27/2002 3:37:35 PM

Recording Requested By and
When Recorded Mail to:

Cooper Coffee Mount & Gray P.A.
P.O. Box 11869
Columbia, SC 29211 1869
Attn: Charles F. Cooper II

Book 00740-0488
2002106304 12/27/2002 10:37:35 PM
Fee: \$10.00 County Tax: \$44.00 State Tax: \$104.00

Deed



(Space above this line for Recorder's Use)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

} D E E D

KNOW ALL MEN BY THESE PRESENTS, that SEL Properties, LLC, (hereinafter called "Grantor"), in the State aforesaid, for and in consideration of the sum of Forty Thousand and 00/100 (\$40 000 00) Dollars to the Grantor in hand paid at and before the sealing of these presents, by Goodwin Construction, Inc., (hereinafter called "Grantee") in the State aforesaid, (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, its successors and assigns:

All that certain piece, parcel or lot of land, together with any improvements thereon, situate lying and being in the County of Richland, State of South Carolina, being known and designated as Lot 32 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc. dated June 20 2002 and last revised August 20 2002, and recorded in the Richland County ROD's Office in Record Book 696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat.

Derivation. This being a portion of the identical property conveyed to SEL Properties LLC by deed of Robert E. Cripps, II dated September 22, 2000 and recorded October 6 2000 in Record Book 449 at Page 37

TMS 02600-04-02 (Portion)

Grantee's Address: Post Office Box 119 Ballentine, SC 29002

This conveyance is made subject to easements, conditions and restrictions of record and otherwise affecting the property

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and its successors and assigns forever

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0002224

Instrument: 2002108364

Book/Page: R740 489

Date/Time: 12/27/2002 3:37:35 PM

AND the said Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against itself and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed, sealed and delivered by its duly authorized officer(s) this 19th day of December 2002

Signed, Sealed and Delivered
in the presence of

SEL Properties, LLC
(Seal)

Charles F. Cooper II
Witness

By

Stephen E. Lipscomb
Stephen E. Lipscomb
its Manager

Mary N. Deodysaint
Witness

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

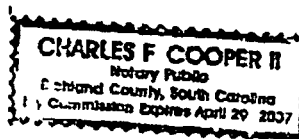
ACKNOWLEDGEMENT

I Charles F. Cooper II, a notary public duly commissioned, qualified and acting within and for said County and State do hereby certify that SEL Properties, LLC, by and through Stephen E. Lipscomb its Manager personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 19th day of December 2002.

Charles F. Cooper II
Notary Public

My Commission expires April 29, 2007



Instrument: 2003014413

Book/Page: R756 264

Date/Time: 2/10/2003 3:58:11 PM

17080
STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that SKL PROPERTIES, LLC ,
hereinafter (referred to as "Grantor") for and in consideration
of Forty Thousand and no/100 Dollars (\$40 000 00) and before the
sealing of these presents by K G BUILDERS, INC , of Columbia
SC, (hereinafter called "Grantee") in the State aforesaid, (the
receipt of which is heraby acknowledged) has granted bargained
sold and released and by these Presents does grant, bargain sell
and release unto the Grantee their heirs successors and
assigns

SEE EXHIBIT "A"

This conveyance is made subject to easements and
restrictions of record and otherwise affecting the property

TOGETHER with all and singular the Rights Members,
Hereditaments and Appurtenances to the Premises belonging, or in
anywise incident appertaining

TO HAVE AND TO HOLD, all and singular the premises before
mentioned unto the Grantee their heirs and Assigns forever

And the Grantors do hereby bind themselves and their heirs
to warrant and forever defend all and singular the premises unto
the Grantee, their Heirs Successors and Assigns against
themselves and their heirs and against every person whomsoever
lawfully claiming or to claim the same, or any part thereof

Book 00756-0264

Warranty Deed

2003014413 02/10/2003 15:58:11 PM

Fee: \$110.00 Docum. Tax: \$44.00 State Tax: \$104.00



This document is not to scale

0002226

Exhibit "A" for the deed

All that certain piece parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland State of South Carolina being shown and designated as Lot 39 on a bonded plat of The Courtyards at Rolling Creek phase I prepared by Associated E & S Inc , and being dated June 20 2002 and recorded in the Richland County ROD in book RB596 at page 1031 on August 22 2002 and having the same boundaries and measurements as shown on said plat

Derivation: This being the same property conveyed to SEL Properties, LLC by deed from Robert E Cripps II recorded in the Office of the ROD for Richland County on October 6, 2000 in deed book 449 at page 37

TMS # 02600-0D4-01 portion of

Grantee s Mailing Address 109 Turkey Point Road
Elgin SC 29045

Richland County ROD

John G. Morris

This document is not to scale

0002227

Any reference in this instrument to the singular shall include the plural, and vice versa. 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 Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seal

January 21, 2003
Signed, Sealed and Delivered
in presence of:

SEL PROPERTIES LLC

[Signature]
Hope Adkins

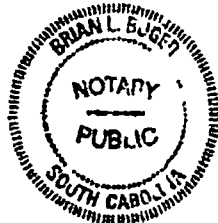
[Signature]
By [Signature]
Its

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT
S C 30-5-30

I, BRIAN ROGER, a Notary Public for the State of SC, do hereby certify that the grantor(s) personally appeared before me this day and Acknowledged the due execution of the foregoing instrument. Witness my hand and seal this January 21, 2003.

[Signature]
Notary Public for SC
My Commission expires 7/2/05



Instrument: 2003014413

Book/Page: R756 287

Date/Time: 2/10/2003 3:59:41 PM

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AFFIDAVIT

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

1 Property located at Lot 31 Savannah Branch Trail Dvm SC 29063
bearing Richland County Tax Map Number _____ was
transferred by SEL Properties LLC, to
K.C. Builders, Inc. on January 21 2003

The transaction was (Check One)

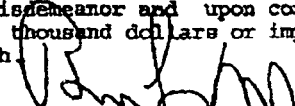
☒ an arm's length real property transaction and the sale price
paid or to be paid in money or money's worth was
\$40,000 00

☐ not an arm's length real property transaction and the fair
market value of the property is \$ _____

The above transaction is exempt, or partially exempt, from the
recording fees as set forth in S C Code Ann Section 12-24-10
et seq because the deed is (See back of Affidavit)

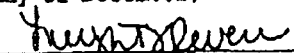
As required by Code Section 12-24-70 I state that I am a
responsible person who was connected with the transaction as
CLOSING ATTORNEY

I further understand that a person required to furnish this
affidavit who willfully furnishes a false and 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.



Purchaser, Legal Representative of the
Purchaser or other Responsible Person
Connected with the Transaction

SWORN to before me this 21st
day of December, 2002



Notary Public for South Carolina
My Commission Expires: 10/21/07

This document is not to scale

0002229

Instrument 2003048417

Book/Page R791 1338

Date/Time 5/7/2003 12:03:33 PM

Deed Prepared by Law Office of Smokey Brown, PC
P O Box 1545
Irmo, SC 29063

TEST:
A TRUE COPY
[Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC of Richland County, South Carolina (GRANTORS), for and in consideration of the sum of Ten Dollars and 00/100 (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto Gail G Fricks (GRANTEES) of Richland County South Carolina, their heirs and assigns forever all their fee simple interest in the following real property located in Richland County state of South Carolina

ALL that piece, parcel or lot of land, with the improvements thereon, situate lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lot 36 on a bonded plat of the Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc and being dated June 20 2002 and last revised August 20, 2002 and recorded in Plat Book 696 at page 1031 in the Office of the Register of Deeds for Richland County and having the same boundaries and measurements as shown on said plat.

This being the same property heretofore conveyed to SEL Properties, LLC by deed of Robert E. Cripps, II dated September 22 2000 recorded October 6 2000 in the Office of the Register of Deeds for Richland County in Deed Book R0449 at Page 0037

TMS #02600-04-04 PO

This conveyance is subject to all easements and restrictions of record

Grantees Address 104 Red Fox Trail
Chapin, SC 29036

TOGETHER with all and singular the rights, members hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto said GRANTEE, her heirs and assigns forever And we do hereby bind ourselves our heirs, executors and administrators, to warrant and forever defend all and singular said premises unto said GRANTEE, her heirs and assigns against ourselves and our heirs and against every person whomsoever lawfully claiming or to claim the same, or any part thereof

Book 00791 1338
2003048417 05/07/2003 12:05:33 42
Fee: \$10.00 County Tax: \$44.00 State Tax: \$104.00

Warranty Deed

2003048417 John G. Norris
Richland County ROD

This document is not a scale

0002230

Instrument 2003048417

Book/Page R791 1339

Date/Time 5/7/2003 12:05:33 PM

WITNESS OUR HAND and seal this 1st day of May in the year of our Lord 2003 and in the 227th year of the independence of the United States of America.

XG B
Witness

Camille H. Howle
Witness

SEL Properties LLC

By [Signature]
Is Agent

STATE OF SOUTH CAROLINA)

COUNTY OF Richland)

SS PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named agent for SEL Properties, LLC sign, seal and his act and deed deliver the within Deed and that the deponent, with Camille Howle, witnessed the execution thereof

XG B
Witness #1

Sworn to and subscribed before me
this 1 day of May 2003

[Signature]
Notary Public for South Carolina
My Commission Expires 2/19/2013

Richland County ROD

JOHN G. NOTIS

This document is not to scale

0002231

Instrument: 2003048417

Book/Page: R791 1340

Date/Time: 5/7/2003 12:05:33 PM

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AFFIDAVIT

Page 1 of 1

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 located at Lot 36 Courtyards at Rolling Creek, bearing Richland County Tax Map Number 02600-04-04- PO was transferred by SEL Properties, LLC to Gail G Fricks on May 1 2003

3 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) ☐ exempt from the deed recording fee because (See Information section of affidavit) _____
(If exempt) please skip items 4-7 and go to item 8 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 \$ 40,000.00
(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) Place the amount listed in Item 4 above here: \$40,000.00
(b) Place the amount listed in Item 5 above here: 0
(If no amount is listed, place zero here)
(c) Subtract Line 6(b) from Line 6(a) and place result here: \$ 40,000.00

7 The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ 148.00.

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

I further 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 1 day of May 2003

[Signature]
Notary Public for South Carolina
My Commission Expires 5/26/05

[Signature]
Grantor

Instrument: 2003085026

Book/Page: R810 1310

Date/Time: 8/23/2003 9:33:15 AM

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
 COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC (hereinafter referred to as Grantor), of the State of South Carolina, in consideration for no cash consideration to it in hand paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged has granted, bargained, sold and released, and by these Presents does grant bargain sell and release all of Grantor's right, title and interest in the property described below unto Grantee its successors and assigns, all of its right title and interest in and to

Legal Description See Exhibit "A" attached

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 the said Grantee its successors and assigns forever and it 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 it and its heirs and against every person whomsoever claiming or to claim the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 20th day of June, 2003

WITNESSES

SEL Properties LLC

Laura McDonald
Timothy H. Hines

[Signature] (SEAL)
 By: Stephen E Lipscomb
 Its Manager

Book 00810 1310
 20030803 0822/2003 09 33:15 10
 Fee: \$16.00 Court Tax: \$0.00 State Tax: \$0.00

20030803026 John G. North
 Richland County F 20

This document is not to scale

0002233

Instrument: 2003065026

Book/Page: R210 1311

Date/Time: 6/23/2003 9:33:15 AM

STATE OF SOUTH CAROLINA)

P R O B A T E

COUNTY OF RICHLAND)

PERSONALLY APPEARED before me the undersigned witness who being duly sworn deposes and says that s/he saw the within named SEL Properties LLC by Stephen E Lipscomb, its Margaret sign seal and as its act and deed deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution thereof

SWORN TO BEFORE ME THIS

20th day of June, 2003Timothy A. Deane (L S)
Notary Public for South CarolinaLaura McDonaldMy Commission Expires 1/17/2010

Grantee's Address PO Box 11641, Columbia, SC 29211

Richland County, SC

John G. Morris

This document is not to scale

0002234

Instrument: 2003066028

Book/Page: RB10 1312

Date/Time: 6/23/2003 9:33:15 AM

EXHIBIT A

All those pieces, parcels and lots of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 57 on a bounded plat of The Courtyards at Rolling Creek, Phase I prepared by Associated E & S Inc., and being dated June 20, 2002 and last revised August 20, 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat

TMS The above being a portion of TMS # 02600-04-02

Derivation: This being the same property conveyed to SRL Properties, LLC from Robert E Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John Q. Morris

This document is not to scale

0002235

Instrument 2003065028

Book/Page R210 1313

Date/Time 6/23/2003 9:33:15 AM

STATE OF SOUTH CAROLINA
COUNTY OF Richland

AFFIDAVIT FOR EXEMPT TRANSFERS

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

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

2 The property being transferred is located at Lot 57 Rolling Creek
bearing Richland County Tax Map Number Portion of
2600-04-02 was transferred by SEL Properties, LLC
to KEL Contracting, LLC
on June 20, 2003

3 The deed is exempt from the deed recording fee because (See Information section of affidavit),
12 40-1061

4 As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Timothy B. Quinn, Attorney at Law

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.

Responsible Person Connected with the Transaction

SWORN to before me this 20th
day of June 2003
Paul McDonald
Notary Public for SC
My Commission Expires 11/23/08

Timothy B. Quinn
Print or Type Name Here

Instrument: 2003077106

Book/Page: R626 1554

Date/Time: 7/25/2003 2:04:20 PM

Please return to
Robert L. Lucc
Attorney at Law
P O Box 2327
Irmo SC 29063

Book 00826-1554

Sub 77106 07/25/03 14:04:20

Fee \$10.00 County Tax \$44.00 State Tax \$104.00

Deed



2003077106 John G. Morris

Richland County ROD

Space above this line for recording information

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

TITLE TO REAL ESTATE

WHEREAS, at a specially and duly called and held meeting of the Members of SEL Properties, LLC it was unanimously resolved that the corporation issue its general warranty deed conveying the below described property to the Grantee herein for the consideration hereinafter expressed, and that Stephen B. Lipscomb as Member was authorized and directed to deliver the corporation's Deed conveying said property in fee simple on behalf of the corporation

NOW THEREFORE.

KNOW ALL MEN BY THESE PRESENTS THAT, SEL Properties, LLC herein referred to as Grantor,

for and in consideration of the sum of FORTY THOUSAND AND 00/100 (\$ 40,000 00) paid by

Gilbert A Goodwin Contractor, Inc., herein referred to as Grantee(s), in the State aforesaid the receipt of which is hereby acknowledged,

has granted bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee(s) and to the heirs and assigns of said Grantee(s), the following described real estate situated in the County of Richland, State of South Carolina to wit.

All that certain piece, parcel or lot of land, together with any improvements thereon situate, lying and being in the County of Richland, State of South Carolina, being known and designated as Lot 30 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc dated June 20 2002 and last revised August 20 2002 and recorded in the Richland County ROD's Office in Record Book 696 at Page 1031 on August 22 2002 and having the same boundaries and measurements as shown on said plat.

Thus being the same property conveyed unto the Grantor by Deed of Robert E. Cripps, II dated 09/22/2000 and recorded in the Office of the Register of Deeds/RMC/Clerk of Court for Richland County on 10/06/2002, in Deed/Record Book 449 at Page 37

This conveyance is made subject to Easements Restrictions, Covenants, and Conditions of record, including matters shown on recorded plats

GRANTEE'S ADDRESS Post Office Box 119
Ballentine, SC 29002

PROPERTY ADDRESS Lot 30, Phase I Courtyards at Rolling Creek
Irmo, SC 29063

Tax/Map No 02600-04-02 (PORTION)

03RE7805

This document is not to scale

0002237

Instrument: 2003077108

Book/Page: R826, 1655

Date/Time: 7/25/2003 2:04:20 PM

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

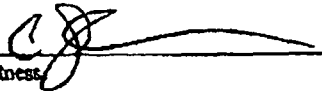
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee(s) and to the heirs, successors and assigns of said Grantee(s) forever

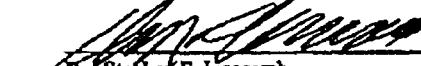
AND THE GRANTOR does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said Grantee(s) and Grantee(s)'s heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF SEL Properties, LLC has caused these presents to be executed in its name by Stephen E. Lipscomb, its Member and its corporate seal to be hereto affixed this 24th day of July, 2003

Signed, Sealed and Delivered
in the Presence of:

SEL Properties, LLC

Witness 


By Stephen E. Lipscomb
Member

Witness 
Jonathan S. Moore

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

On this 24th day of July 2003 before me the undersigned, a Notary Public in and for said County and State, personally appeared Stephen E. Lipscomb and acknowledged the execution of the foregoing instrument on behalf of the Grantor, SEL Properties, LLC

Witness my hand and official seal


Notary Public
My Commission Expires 11/6/2012

03RE7805

Instrument: 2003077106

Book/Page: R226 1566

Date/Time: 7/25/2003 2:04:20 PM

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) 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.
- 2 The property being transferred is located at Lot 30, Phase I Courtyards at Rolling Creek, Irmo, SC 29063, bearing Richland County Tax Map Number 02600-04-02 (PORTION), was transferred by SFL Properties, LLC to Gilbert A. Goodwin Contractor, Inc. on July 24, 2003
- 3 Check one of the following. The deed is
 - (a) X 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) ___ exempt from the deed recording fee because (See information section of affidavit)
- 4 Check one of the following if either item 3(a) or item 3(b) above has been checked
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 40,000.00
 - (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 X 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) Place the amount listed in item 4 above here. \$ 40,000.00
 - (b) Place the amount listed in item 5 above here \$ -0-
 - (c) Subtract Line 6(b) from Line 6(a) and place result here \$ 40,000.00
- 7 The deed recording fee due is based the amount listed on Line 6(c) above and the deed recording fee due is \$ 44.00 County Fee and \$ 104.00 State Fee
- 8 As required by Code Section 12-24-70 I state that I am a responsible person who was connected with the transaction as Closing Attorney/Settlement Agent
- 9 I understand that a person required to furnish this affidavit who wilfully 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

[Signature] Attorney at Law
Responsible Person connected with the transaction
Law Offices of Robert L. Luce

SWORN to before me this 24th
day of July, 2003

[Signature]
Robert A. Luce
Notary Public for South Carolina
My Commission Expires December 18, 2006

File Number: 03RE7801

This document is not to scale

0002239

Instrument: 2003082057

Book/Page: R833 1656

Date/Time: 8/7/2003 11:15:53 AM

ATTEST:

A TRUE COPY

R M C

03-14937

STATE OF SOUTH CAROLINA)

)

TITLE TO REAL ESTATE

COUNTY OF RICHLAND)

)

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, THAT SEL PROPERTIES, LLC (Seller) in the State aforesaid, for and in consideration of the sum of FORTY THOUSAND AND 00/100**** (\$40,000 00) Dollars, in hand paid at and before the sealing and delivery of these Presents, by CAROLYN G HOLLIDAY (Purchaser) in the State aforesaid, the receipt of which is hereby acknowledged has granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said

CAROLYN G. HOLLIDAY, HER HEIRS AND/OR ASSIGNS FOREVER.

All that certain piece, parcel, or lot of land, with any and all improvements thereon, situate lying and being in the County of Lexington State of South Carolina being more fully shown and delineated as Lot 23, as shown on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared for Dutch Fork Development Group, by Associated E & S, Inc dated June 20, 2002 and recorded in the Office of the R/D for Richland County, SC in Plat Book 696, at Page 1031, and having such metes and bounds as will be shown by reference to said Plat Said Plat is incorporated herein by reference

DERIVATION This being a portion of property conveyed to SEL Properties LLC, from Robert E Cripps, II and recorded in Record Book 449 at page 37, in the Office of the R/D for Richland County, SC

GRANTEE'S ADDRESS 211 Whittington Ct, Columbia, SC 29210

TMS# p/o 02600-04-02; new 02600-01-D10

Book 00833-1656
2003082057 08/07/2003 11:15:53 AM
Fee \$10.00 County Tax \$44.00 State Tax \$104.00

2003082057 John G. Morris
Richland County R/D

This document is not to scale

0002240

Instrument: 2003062057

Book/Page: R833 1667

Date/Time: 8/7/2003 11:15:53 AM

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 said premises before
mentioned unto the said CAROLYN G HOLLIDAY, her heirs and/or
assigns

And the said SEL PROPERTIES, LLC do(es) hereby bind itself
and its successors, to warrant and forever defend all and singular
the said Premises unto the CAROLYN G HOLLIDAY, her heirs and/or
assigns, against itself and its successors and against every person
whomsoever lawfully claiming or to claim the same, or any part
thereof

WITNESS our hand(s) and seal(s) this 30th day of JULY, 2003

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

SEL PROPERTIES, LLC

Linda L. Cuder
[Signature]

[Signature]
BY [Signature]
ITS MEMBER

Richland County ROD

John G. Norton

This document is not to scale

0002241

Instrument: 2003062057

Book/Page: R233 1658

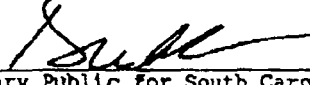
Date/Time: 07/2003 11 15:53 AM

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

ACKNOWLEDGMENT
S C Code 30-5-30
(Effective 01/01/95)

I, a Notary Public for the State of South Carolina, do hereby
certify that SEL PROPERTIES, LLC, by Stephen E. Lipscomb,
its Member, personally appeared before me this day and acknowledged
the due execution of the foregoing instrument

Witness my hand and seal this 30th day of July 2003



Notary Public for South Carolina
My Commission expires 6/17/12

Richard County R000

John G. Morris

This document is not to scale

0002242

Instrument: 2003085749

Book/Page: R850 2831

Date/Time: 9/12/2003 11:40:22 AM

Book 00850-2831

2003085749 09/12/2003 11:40:22 AM

Deed

Fee: \$110.00 County Tax: \$44.00 State Tax: \$104.00



State of South Carolina)

County of Richland)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that SEL Properties, LLC, (hereinafter called "Grantor") in consideration of Forty Thousand and no/100ths Dollars (\$40,000 00), to the Grantor in hand paid at and before the sealing of these presents by James E. Wheless and Carolyn L. Wheless (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted bargained sold and released and by these presents does grant, bargain sell and release unto

James E. Wheless and Carolyn L. Wheless

See Exhibit A attached hereto and incorporated herein for legal description.

This conveyance is made subject to any restrictions reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee and the Grantee's heirs and assigns forever And the Grantor do hereby bind the grantor and the grantor's successors assigns, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof

Any reference to this instrument to the singular shall include the plural, and vice versa. 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 Grantee

RETURN TO
 TYLER CASSELL, JACKSON,
 PEACE & SILVER, L.L.P.
 P O Box 11656
 Columbia, SC 29211 1656
 FILE # 115-167971 Map

This document is not to scale

0002243

WITNESS the Grantor's hands and seals this the 11th day of September, 2003

SIGNED, SEALED AND DELIVERED

in the presence of

Victoria D. Baker

SEL Properties LLC

By *[Signature]* (SEAL)

Its *[Signature]*

State of South Carolina)

County of Richland)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named SEL Properties LLC sign, seal and as its act and deed deliver the within-written Title to Real Estate and that (s)he with the other witness subscribed above witnessed the execution thereof

SWORN to before me this 11th day of September 2003

Victoria D. Baker (SEAL)

Notary Public for South Carolina

My Commission Expires 5/25/04

[Signature]

Richland County R00

John D. Nantz

This document is not to scale

EXHIBIT "A"

ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Richland, State of South Carolina, being shown as Lot 56 on a Plat of The Courtyards At Rolling Creek Phase I prepared for Dutch Fork Development Group dated June 20 2002 and recorded in the Office of the ROD for Richland County in Book 696, Page 1031, being further shown as Lot 56, containing 0.235 acres, more or less as shown on a plat prepared for SEL Properties by Associated E & S, Inc., dated August 28 2003 to be recorded. Reference to said latter plat is hereby referenced for a more particular description of measurements and boundaries.

This being a portion of the property conveyed to SEL Properties, LLC by deed of Robert E. Cripps, II dated 09/22/2000 recorded 10/6/2000, Office of the ROD for Richland County in Book 449 Page 37.

TMS# 0267-08-02

GRANTEES ADDRESS 3719 Forest Road, SW Roanoke, VA 24015

Richland County ROD

John G. Morris

This document is not to scale

0002245

Instrument: 2003108968

Book/Page: R062 1832

Date/Time: 10/10/2003 12:38:32 PM

ATTEST
A TRUE COPY
R M C.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC (hereinafter referred to as Grantor) of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40 000 00) Dollars, to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address: Lot 47 of the Courtyards at Rolling Creek, Phase I

TMS# 02611-06-03

Legal Description See Exhibit A* attached

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 the said Grantee, its successors and assigns forever, and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof.

IN WITNESS WHEREOF the execution hereof this 8th day of October, 2003

WITNESSES

Laura McDonald
Timothy A. Jones

Stephen E. Jones (SEAL)
SEL Properties, LLC
By
Its

Book 00862 1832
2003 R062 1832 R062 1832 30 30
Fee: \$18.00 County Tax: \$44.00 State Tax: \$104.00

2003108968 John G. North
Richland County R062

Instrument: 2003106468

Book/Page: R862 1033

Date/Time: 10/10/2003 12:39:32 PM

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC by Stephen E. Lane its Manager, sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS

8th day of October, 2003

Timothy A. Lane (L.S.)
Notary Public for South Carolina

Laura McDonald

My Commission Expires 11/12/2006

Grantee's Address: PO Box 11641 Columbia, SC 29211

Richland County, SC

John G. Morris

This document is not to scale

0002247

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 47 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S, Inc. and being dated June 20, 2002 and last revised August 20, 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat.

TMS# 02611-06-03

Derivation: This being the same property conveyed to SEL Properties, LLC from Robert E. Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John G. Morris

This document is not to scale

0002248

Instrument: 2003108980

Book/Page: R862 1801

Date/Time: 10/10/2003 2:38:11 PM

ATTACHED
A TRUE COPY
R C

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor), of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40 000 00) Dollars, to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address Lot 17 of the Courtyards at Rolling Creek, Phase 1

TMS# 02606-01-04

Legal Description. See Exhibit "A" attached.

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 the said Grantee, its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof.

IN WITNESS WHEREOF the execution hereof this 24 day of October, 2003

WITNESSES

Laura McDonald
Timothy H. Lewis

Stephen E. Lipscomb (SEAL)
SEL Properties, LLC
By Stephen E. Lipscomb
Its Manager

Book 00862 1801
2003108980 01/10/2003 12:38:11 PM
Fee: \$10.00 County Tax: \$44.00 State Tax: \$104.00

2003108980 John G. Morris
Richland County REC

This document is not to scale

0002249

Instrument: 2003105960

Book/Page RBB2 1802

Date/Time: 10/10/2003 12:39:31 PM

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC, by Steve E. L. Reed, its Manager, sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS

24 day of October, 2003

Timothy A. Reed (L.S.)
Notary Public for South Carolina

Laura McDonald

My Commission Expires 1/12/03

Grantee's Address PO Box 11641 Columbia, SC 29211

Richland County ROD

John G. North

This document is not to scale

0002250

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 17 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S, Inc., and being dated June 20 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat

TMS# 02606-01-04

Derivation. This being the same property conveyed to SEL Properties, LLC from Robert E. Cripps II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John G. Hanks

This document is not to scale

Instrument: 200310862

Book/Page: R862 1810

Date/Time: 10/10/2003 12:38:31 PM

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
 COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC (hereinafter referred to as Grantor) of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40 000 00) Dollars, to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address Lot 16 of the Courtyards at Rolling Creek, Phase I

TMS# 02606-01-03

Legal Description See Exhibit A attached

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 the said Grantee, its successors and assigns forever, and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 31 day of October
 2003

WITNESSES

Laura McDonald
Timothy J. Jones

Stephen E. Lipscomb (SEAL)
 SEL Properties, LLC
 By Stephen E. Lipscomb
 Its Manager

Book 00862 1810
 2003 10862 10/10/2003 12:38:31 PM
 Fee: \$10.00 County Tax: \$44.00 State Tax: \$104.00

200310862 John G. Neufeld
 Richland County, SC

This document is not to scale

0002252

Instrument: 2003108962

Book/Page: R962 1811

Date/Time: 10/10/2003 12:39:31 PM

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

P R O B A T E

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC, by Sharon E. L. Jones its Manager, sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof

SWORN TO BEFORE ME THIS

8th day of October, 2003

Timothy A. Davis
Notary Public for South Carolina

(LS)

Laura McDonald

My Commission Expires 1/17/2006

Grantee's Address PO Box 11641, Columbia, SC 29211

Richland County B00

John A. Morris

This document is not to scale

0002253

Instrument: 2003106062

Book/Page RB52 1812

Date/Time: 10/10/2003 12:39:31 PM

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 16 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated B & S, Inc. and being dated June 20 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22 2002 and having the same boundaries and measurements as shown on said plat.

TMS# 02606-01-03

Derivation This being the same property conveyed to SEL Properties, LLC from Robert E Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John G. North

This document is not to scale

0002254

Instrument: 2003109421

Book/Page R864, 229

Date/Time 10/15/2003 1:41:02 PM

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC (hereinafter referred to as Grantor) of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40 000 00) Dollars, to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address: Lot 25 of the Courtyards at Rolling Creek, Phase I

TMS# 02607-09-01

Legal Description See Exhibit "A" attached.

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 the said Grantee, its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 10th day of October, 2003.

WITNESSES

Laura McDonald
Timothy H. Jones

Stephen E. Lipscomb (SEAL)
SEL Properties, LLC
By *Stephen E. Lipscomb*
Its manager

Book 00864-0229 Deed
2003109421 10/15/2003 13:41:02 PM
Fee \$10.00 County Tax \$44.00 State Tax \$104.00

2003109421 John D. Motts Richland County ROC

This document is not to scale

0002255

Instrument# 2003108421

Book/Page R884 230

Date/Time 10/15/2003 1:41:02 PM

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

P R O B A T E

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC, by Stephen E. Lipson its managing member, sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS

10th day of Oct, 2003

Timothy H. Jones (L.S.) Bruce McDonald
Notary Public for South Carolina

My Commission Expires 1/17/2010

Grantee's Address PO Box 11641, Columbia, SC 29211

Richland County R000

John G. North

This document is not to scale

0002256

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 25 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S, Inc. and being dated June 20, 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat

TMS# 02607-09-01

Derivation. This being the same property conveyed to SEL Properties, LLC from Robert E Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John G. Morris

This document is not to scale

0002257

~~Space above this line for recording information~~

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS THAT, SEL PROPERTIES LLC herein referred to as Grantor for and in consideration of the sum of FORTY THOUSAND AND 00/100 (\$40,000 00) Dollars to me paid by K.G BUILDER, INC hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged has granted bargained, sold and released and by these presents does grant, bargain, sell and release unto the said Grantee, his heirs successors, and assigns forever

208 Savannah Branch Trail Immo, SC 29063

ALL THAT CERTAIN PIECE, PARCEL OR LOT of land together with improvements thereon if any situate lying and being located in the County of Richland State of South Carolina, being shown and delineated as Lot 38, Courtyards @ Rolling Creek, Phase 1 Subdivision, on a plat prepared for Dutch Fork Development Group by Manis Design Management, Inc. dated June 20, 2002, and recorded in the Office of the RMC for Richland County in Plat Book 696 at Page 1031 Aforesaid plat is specifically incorporated herein and reference is made thereto for a more complete and accurate description of the metes bounds courses and distances of the property concerned herein Be all measurements a little more or less.

This being a portion of the property conveyed unto the Grantor herein by deed from Robert E. Cripps, II dated September 22, 2000 and recorded in the Office of the RMC/ROD for Richland County in Deed Book 449 at Page 37

This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions of record including matters shown on recorded plats.

Grantee's Address 109 Turkey Crossing Rd.
Elgin, SC 29045

Tax/Map No 02811-08-12

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

Book 00871-0361

2021 M700 1400/2000 10.11 35.94
 Fax: 810 800 0000

For: \$10.00 County Tax: \$44.00 State Tax: \$704.00

Donec

2025 | 1-4700 John Q. News
Redford County, Ohio

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Instrument: 2003114708

Book/Page: R871 352

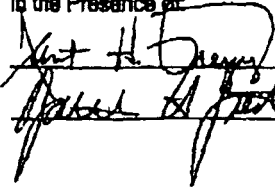
Date/Time: 11/4/2003 10:11:35 AM

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, his heirs and assigns forever

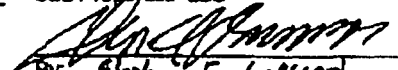
AND THE GRANTOR does hereby bind Grantor heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs, and assigns, against Grantor and Grantor heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof

WITNESS my Hand and Seal this 29th day of October, in the year of our Lord 2003

Signed Sealed and Delivered
In the Presence of


Notary Public

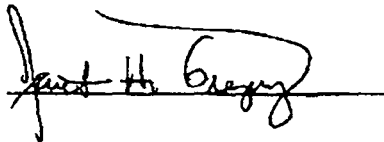
SEL Properties LLC

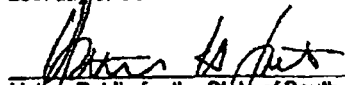

By: Stephen E. Lipcomb
Its: Managing Member

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Personally appeared before me the undersigned and made oath that she saw the within named SEL Properties LLC by Stephen E. Lipcomb, Managing Member sign, seal and as His act and deed deliver the within-written Deed for the uses and purposes therein mentioned, and that she with the other witness subscribed above witnessed the execution thereof

SWORN to before me this
29th day of October 2003




Notary Public for the State of South Carolina
My Commission Expires 10-1-08

Richland County, SC

John G. Norton

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0002259

Instrument: 2003115643

Book/Page: R872 508

Date/Time: 11/19/2003 2:31:20 PM

Title to Real Estate

State of South Carolina

Tax Map Number: TRMS 02607-09-05

County of Richland

Know All Men By These Presents, That

This Deed, Made this 3rd day of November 2003 A.D. Between

hereinafter referred to as Grantor in the State aforesaid, for and in consideration of the sum of Forty Thousand (\$40,000 00) and NO/100----- DOLLARS to me paid by the Grantee, below-named, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto

David W. Blackmon d/b/a Blackmon Construction of Columbia

whose address is: 542 C Chapin Rd, Chapin SC 29036

hereinafter referred to as Grantee, the following described land:

All that certain piece parcel or lot of land together with any improvements thereon, situate lying and being in the County of Richland, State of South Carolina and being shown and designated as Lot 27 on a bonded plat of The Courtyards at Rolling Creek Phase I prepared by Associated S & S, Inc and being dated June 20 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book 696 at Page 1031 on August 22 2002 and having the same boundaries and measurements as shown on said plat

This being a portion of the same property conveyed to SEL Properties LLC from Robert E. Cripps II by deed recorded in the Richland county ROD on 10/6/2000 in book 449 at page 37

Book 00872-0505
2003 11/19/2003 12:3 20 18
Fee: \$10.00 County Tax: \$44.00 State Tax: \$10.00

2003115643 John G. North
Richland County SCL

Together with all and singular th 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 unto Grantee, his Heirs, Successors and/or assigns forever.

And I do hereby bind myself my Heirs, Successors, Executors, and/or Administrators, to warrant and forever defend all and singular the said premises unto Grantee his Heirs, Successors and/or assigns against me and my Heirs or Successors and against every person whosoever lawfully claiming or to claim, the same or any part thereof

All reference made herein to the singular shall include the plural, all reference made herein to the masculine shall include the feminine and the neuter

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence

SEL Properties, LLC

Kenneth C. Hanson
Kenneth C. Hanson

By [Signature] (Seal)

[Signature]
Witness
Kimberly A. Wilson

(Corporate Seal)

State of South Carolina
County of Lexington

Personally appeared before me the undersigned witness and made oath that he saw the within named Grantee sign, seal and as his act and deed deliver the within written Deed for the uses and purposes therein and that he with the other witnesses whose signature appears above witnessed the execution thereof

SWORN to before me, November 3rd, 2003

[Signature]
Kimberly A. Wilson
Notary Public

(SEAL)

Kenneth C. Hanson
Kenneth C. Hanson

My Commission Expires: 08/20/11

7CDW2

Form Generated by © County System, Inc., 2003 0429 700-0023 Form SCVD-3

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0002260

Instrument 2003118823

Book/Page R873 304

Date/Time: 11/7/2003 1:28:37 PM

Title to Real Estate

State of South Carolina

Tax Map Number: TMS# 02611-06-02

County of Lexington

Know All Men By These Presents That

This Deed, Made this 6th day of November 2003 A.D. Between
SEL Properties LLC

hereinafter referred to as Grantor, in the State aforesaid, for and in consideration of the sum of
Forty Thousand (\$40,000 00) Dollars and NO/100 DOLLARS
 to me paid by the Grantee, below-named, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, begotten, sold and
 released, and by these presents do grant, bargain, sell and release, unto Dutch Fork Development Group II

whose address is: PO BOX 510 Winnsboro SC 29180

hereinafter referred to as Grantee, the following described land:
 All that certain piece parcel or lot of land, together with any
 improvements thereon, situate lying and being in the County of
 Richland State of South Carolina and being shown and designated as
 Lot 48 on a bounded plat of The Courtyards at Rolling Creek Phase I
 prepared by Associated M & S Inc and being dated June 20 2002 and
 last revised August 20 2002 and recorded in the Richland County RCD
 in Book 696 at Page 1031 on August 22 2002 and having the same
 boundaries and measurements as shown on said plat

This being a portion of that property conveyed to SEL Properties LLC
 by deed of Robert E Cripps, IX dated September 22 2000 and recorded
 in the Office of the Register of Deeds for Richland County in Book
 449 at page 337; and a portion of that property conveyed to SEL
 Properties LLC by deed of Columbia - Young Men - Christian
 Association dated January 1 2002 and recorded in the Office of the
 Register of Deeds for Richland County in Book 542 at Page 222

Book 00673-0304
 2003 0000 00000000 10 20 00-00
 Fee: \$10.00 County Tax: \$44.00 State Tax: \$104.00



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 unto Grantee, his Heirs, Successors and/or assigns forever.

And I do hereby bind myself my Heirs, Successors, Executors, and/or Administrators, in warrant and forever defend all and singular the said premises unto
 Grantee, his Heirs, Successors and/or assigns against me and my Heirs or Successors and against every person whatsoever lawfully claiming, or in
 claim, the same or any part thereof

All reference made herein to the singular shall include the plural, all reference made herein to the masculine shall include the feminine and vice versa
 In Witness Whereof the grantor has hereunto set his hand and seal the day and year first above written.
 Signed, sealed and delivered in our presence: SEL Properties, LLC

Kenneth C Hanson By: [Signature] (Seal)
 Kenneth C Hanson

Witness

Kimberly A Wilson
 Kimberly A Wilson
 Witness

(Corporate Seal)

State of South Carolina
 County of Lexington

Personally appeared before me the undersigned witness and made oath that he saw the within named Grantor sign, seal and in his act and deed, deliver
 the within written Deed for the use and purpose therein and that he with the other witness whose signature appears above witnessed the execution thereof.
 SWORN to before me on November 6th, 2003

[Signature] (Seal)
 Kenneth C Hanson
 Kenneth C Hanson
 Notary Public
 My Commission Expires 08/20/11

L0748CRC

Last Generated by © Display Systems, Inc., 2000 (02) NC-489 Form NCVD-3

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0002261

Instrument: 2003124106

Book/Page: R879 2732

Date/Time: 11/26/2003 1:04:04 PM

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

TITLE TO REAL ESTATE

ATTEST
 A TRUE COPY
 R. M. C.

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC (hereinafter referred to as Grantor) of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40 000 00) Dollars, to it, in hand, paid on this date by K.G. Builder Inc (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address Lot 37 of the Courtyards at Rolling Creek, Phase I

TMS# 02611-06-13

Legal Description See Exhibit "A" attached.

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 the said Grantee, its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof.

IN WITNESS WHEREOF the execution hereof this 24th day of November, 2003

WITNESSES

John McDonald
Timothy A. [Signature]

SEL Properties, LLC
[Signature] (SEAL)
 SEL Properties, LLC
 By *[Signature]*
 Its *May*

Book 00879-2732
 11/26/2003 12:04:04 PM State Tax \$104.00
 2003124106 John G. Morris
 Richland County SCD

This document is not to scale

0002262

Instrument: 2003124188

Book/Page: R879 2733

Date/Time: 11/28/2003 1:04:04 PM

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

P R O B A T E

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC by ~~Stephen L. Potts~~ Maureen, sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof

SWORN TO BEFORE ME THIS

24th day of Nov, 2003

Timothy J. Potts (L.S.) Laura McDonald
Notary Public for South Carolina

My Commission Expires 1/27/2010

Grantee's Address PO Box 11641 Columbia, SC 29211

Richland County #00

John D. Harris

This document is not to scale

0002263

Instrument: 2003124186

Book/Page: RB76 2734

DateTime: 11/26/2003 1 04:04 PM

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 37 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S, Inc., and being dated June 20 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat

Thus conveyance is made subject to all covenants, easements and restrictions of record.

TMS# 02611-06-13

Derivation This being the same property conveyed to SEL Properties, LLC from Robert E Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

Richland County ROD

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0002264

Instrument: 2004012946

Book/Page: R004 822

Date/Time: 2/19/2004 1:57:21 PM

General Warranty Deed

State of South Carolina }

Parcel ID Number: 02611-06-15

County of Richland

Know All Men By These Presents That
SEL Properties LLC

(hereinafter referred to as "GRANTOR") in consideration of the sum of
 Forty Thousand and No/100 (\$40 000 00)----- DOLLARS,
 paid at and before the sealing of these presents, by JAMES I Mason and Helen M Mason

(hereinafter referred to as "GRANTEES" whose address is P O Box 2941 Irmo South Carolina 29063

the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the
 said Grantees, and the Grantees's Heirs and Assigns forever all of the real estate described to wit:

All that certain piece parcel or lot of land together with the
 improvements thereon if any situate lying and being in the County
 of Richland State of South Carolina being shown and delineated as
 Lot 35 on a bonded plat of The Courtyards at Rolling Creek Phase I
 by Associated X & S Inc dated June 20 2002 last revised on
 August 20 2002 and recorded in the Office of the Register of Deeds
 for Richland County in Record Book 696 at Page 1031, and having the
 same boundaries and measurements as are shown on said plat

This being a portion of that property heretofore conveyed to Grantor
 herein by Deed of Robert E Cripps II dated September 22 2000 and
 recorded in the Office of the Register of Deeds for Richland County
 in Record Book 449 at Page 37 and herein by Deed of Columbia Young
 Men's Christian Association dated January 10 2002 and recorded in
 the Office of the Register of Deeds for Richland County in Record
 Book 542 at Page 2222

Book 00904-0822 Warranty Deed
 2004012946 2/19/2004 1:57:21 PM
 Fee: \$10.00 County Tax: \$44.00 State Tax: \$109.00
 2004012946 John G. Morris Richland County R004

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 said Premises before mentioned unto the said Grantees, and the Grantees's Heirs and Assigns forever.

And, Grantor does hereby bind himself and his heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Grantees and the
 Grantees's Heirs and Assigns, against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or
 any part thereof.

Witness the Hand and Seal of the Grantor this 18th day of February, 2004

Signed, sealed and delivered in our presence

SEL Properties LLC

Kenneth C Hanson

By: [Signature] (Seal)

Kenneth C Hanson
 Witness

Shannon B. Werts
 Shannon B Werts
 Witness

(Corporate Seal)

State of South Carolina
 County of Lexington

Personally appeared before me the undersigned witness and made oath that he saw the within named Grantor sign, seal and as his act and deed deliver
 the within written Deed for the uses and purposes therein and that he with the other witness whose signature appears above witnessed the execution thereof
 SWORN to before me on February 18th, 2004

Shannon B Werts (SEAL)
 Shannon B Werts
 Notary Public
 My Commission Expires: 08/19/12

Kenneth C Hanson
 Kenneth C Hanson

This document is not to scale

0002265

Instrument: 2004024886

Book/Page: RD17 2287

Date/Time: 3/30/2004 4:58:17 PM

ATTEST
A TRUE COPY

Book 00817-2287
3/30/2004 15:58:17 PM
Fee: \$10.00 County Tax: \$35.00 State Tax: \$93.00



Space above this line for recording information

State of South Carolina)
) TITLE TO REAL ESTATE
County of Richland)

KNOW ALL MEN BY THESE PRESENTS that

SEL PROPERTIES, LLC

(hereinafter termed "Grantor" which term shall include the singular, plural, masculine, feminine and neuter) for and in consideration of the sum of Thirty-six Thousand and 00/100 (\$36 000 00) Dollars, to Grantor paid at and before the sealing of these presents, the receipt and sufficiency of which is hereby acknowledged by

SMOAK BUILDERS, INC

(hereinafter termed "Grantee" which term shall include the singular, plural, masculine, feminine and neuter) has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Grantee, and Grantee's heirs, successors and assigns:

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND together with improvements thereon, situate, lying and being in the County of Richland State of South Carolina, being shown and delineated as LOT 24 on a bonded plat of THE COURTYARD AT ROLLING CREEK, PHASE I, by Associated E & S, Inc. dated June 20 2002, last revised August 20 2002 and recorded in the Office of the Register of Deeds for said County in Record Book 696 at Page 1031 said plat is incorporated herein and reference is craved thereto for a more complete and accurate description of the metes, bounds, courses and distances of the property concerned herein. Be all measurements a little more or less.

This being a portion of the property conveyed unto the Grantor herein by: 1) deed of Robert E. Cripps, II dated September 22, 2000 and recorded in the Office of the Register of Deeds for said County in Record Book 449 at Page 37 and 2) deed of Columbia Young Men's Christian Association, dated January 10, 2002 and recorded in the Office of the Register of Deeds for said County in Record Book

This document is not to scale

Instrument: 2004024526

Book/Page R917 2205

Date/Time: 3/30/2004 4:56 17 PM

614 at Page 2465

This conveyance is made subject to existing easements and to easements and restrictions of record including those shown on recorded plats.

Grantee's Address:

PO Box 686
White Rock, SC 29170

Tax Map Number:

02600-04-02

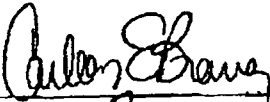
TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining

TO HAVE AND HOLD, all and singular the premises before mentioned unto the Grantee, Grantee's heirs, successors and assigns forever

AND THE GRANTOR hereby binds Grantor, Grantor's heirs, successors and assigns to warrant and forever defend all and singular the premises unto the Grantee, Grantee's heirs, successors and assigns against Grantor Grantor's heirs, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Hand and Seal of the Grantor's duly authorized signatory this 18th day of February in the year of our Lord Two Thousand Four (2004) and in the Two Hundred and Twenty-eighth (228th) year of the Sovereignty and Independence of the United States of America

Signed, Sealed and Delivered
in the presence of:




SEL PROPERTIES LLC

BY


STEPHEN E. LIPSCOMB Manager

Richland County, SC

John D. Morris

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0002267

Instrument: 20040226598

Book/Page: R917 2289

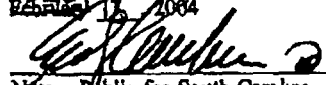
Date/Time: 3/30/2004 4:55:17 PM

State of South Carolina)

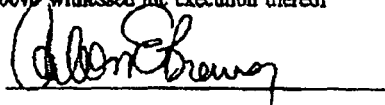
County of Richland)

PERSONALLY appeared before me the undersigned witness, who being first duly sworn deposes and says that (s)he saw the within-named SEL PROPERTIES, LLC, by STEPHEN E LIPSCOMB, its Manager sign, seal and as Grantor s act and deed deliver the within written deed, and that (s)he with the other witness subscribing above witnessed the execution thereof

SWORN to before me this
Eighth 18, 2004


Notary Public for South Carolina

My Commission Expires: 08-18-05



Richland County RCD

John G. Morris

This document is not to scale

0002268

Instrument: 2004022273

Book/Page: R914, 3206

Date/Time: 3/22/2004 2:05:35 PM

ATTEST
A TRUE COPY

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor) of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40 000 00) Dollars, to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title and interest in the property described below unto Grantee, its successors and assigns all of its right, title and interest in and to

Street Address Lot 26 of the Courtyards at Rolling Creek, Phase I

TMS# 02607-09-02

Legal Description See Exhibit A" attached.

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 the said Grantee, its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 17th day of March 2004

WITNESSES

Rauna McDonald
Timothy St. Pierre

Stephen E. Hupcomb (SEAL)
SEL Properties, LLC
By Stephen E. Hupcomb
Its manager

Book D0814-3206 Date
20040322 08:07:20 14 05 35 10
Fee: \$10.00 County Tax: \$44.00 State Tax: \$104.00

2004032273 John G. Harts
Richland County REC

Instrument: 2004022273

Book/Page: R914 3208

Date/Time: 3/22/2004 2:05:35 PM

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC by ~~Stephen E. Lapco~~ non-nega sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof

SWORN TO BEFORE ME THIS

17th day of March, 2004

Timothy A. [Signature] (LS) Raura McDonald
Notary Public for South Carolina

My Commission Expires 1/17/2010

Grantee's Address PO Box 11641 Columbia, SC 29211

Richland County, SC

John G. Morris

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 26 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc., and being dated June 20 2002 and last revised August 20, 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat

TMS# 02607-09-02

Derivation: This being the same property conveyed to SEL Properties, LLC from Robert E Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John A. North

This document is not to scale

Instrument: 2004032270

Book/Page R827 349

Date/Time 4/23/2004 2:58:31 PM

ATTEST:
A TRUE COPY

R. M. C.

Recording Requested By and
When Recorded Mail to:

Cooper Coffin Moore & Gray P.A.
P.O. Box 11889
Columbia, SC 29211 1889
Attn: Charles F. Cooper II

(Space above this line for Recorder's Use)

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) D E E D

KNOW ALL MEN BY THESE PRESENTS, that SEL Properties, LLC (hereinafter called "Grantor"), in the State aforesaid, for and in consideration of the sum of Forty Thousand and 00/100 (\$40 000 00) Dollars to the Grantor in hand paid at and before the sealing of these presents, by Gilbert A. Goodwin Contractors, Inc., (hereinafter called "Grantee") in the State aforesaid, (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, its successors and assigns

All that certain piece, parcel or lot of land together with any improvements thereon, situate lying and being in the County of Richland, State of South Carolina, being known and designated as Lot 31 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc., dated June 20 2002 and last revised August 20 2002, and recorded in the Richland County ROD's Office in Record Book 696 at Page 1031 on August 22 2002 and having the same boundaries and measurements as shown on said plat.

Derivation. This being a portion of the identical property conveyed to SEL Properties, LLC by deed of Robert E. Crippa, II dated September 22, 2000 and recorded October 6 2000 in Record Book 449 at Page 37

TMS 02600-04-02

Grantee's Address Post Office Box 119, Ballentine, SC 29002

This conveyance is made subject to easements conditions and restrictions of record and otherwise affecting the property

TOGETHER with all and singular the Rights Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining

Book 00827-0349 Deed
2004032270 04/23/2004 10:00:21:50
Fee: \$10.00 County Tax: \$44.00 State Tax: \$104.00



2004032270 John G. Morris

Richland County ROD

This document is not to scale

0002272

Instrument: 2004032270

Book/Page: R927 350

Date/Time: 4/23/2004 2:58:31 PM

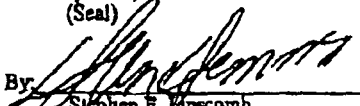
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and its successors and assigns forever

AND the said Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said Grantee its successors and assigns, against itself and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

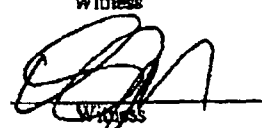
IN WITNESS WHEREOF the Grantor has caused this instrument to be signed, sealed and delivered by its duly authorized officer(s) this 22nd day of April, 2004

Signed, Sealed and Delivered
in the presence of

SEL Properties, LLC
(Seal)

By: 
Stephen E. Lipscomb
Its: Manager


Witness

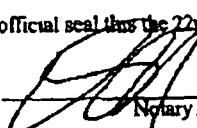

Witness

STATE OF SOUTH CAROLINA }
COUNTY OF RICHLAND }

ACKNOWLEDGEMENT

I, W Joseph Moore, Jr a notary public duly commissioned, qualified and acting within and for said County and State, do hereby certify that SEL Properties, LLC by and through Stephen E. Lipscomb its Manager personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 22nd day of April 2004


Notary Public
My Commission expires 6/17/2008

Instrument: 2004035839

Book/Page: R031 2745

Date/Time: 5/5/2004 3:02:25 PM

ATTEST
A TRUE COPY
J. G. Morris

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor) of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40 000 00) Dollars, to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address Lot 22 of the Courtyards at Rolling Creek, Phase I

Legal Description See Exhibit "A" attached.

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 the said Grantee, its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof.

IN WITNESS WHEREOF, the execution hereof this 5th day of May, 2004

WITNESSES

Raura McDonald
Timothy A. Lamm

Stephen E. Lupscomb (SEAL)
SEL Properties, LLC
By: Stephen E. Lupscomb
Its: Manager

Book 00631 2745
2004035839 03/05/2004 15 03:28 42
Fee: \$10.00 County Tax: \$44.00 State Tax: \$104.00

2004035839 John G. Morris
Richland County RCD

This document is not to scale

0002274

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC, by Stephen E Lipcomb its Manager sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS

5th day of May, 2004Timothy A. Brown (L.S.)
Notary Public for South CarolinaLaura McDonaldMy Commission Expires 1/17/2010

Grantee's Address PO Box 11641, Columbia, SC 29211

Richland County ROD

John G. Hearn

Instrument: 2004035839

Book/Page: R531 2747

DateTime: 6/5/2004 3:02:28 PM

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 22 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc. and being dated June 20 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat

TMS 02606-01-09

Derivation. This being the same property conveyed to SEL Properties, LLC from Robert E Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John G. Morris

This document is not to scale

0002276

Instrument: 2004042577

Book/Page: R539 2135

Date/TIME: 9/27/2004 12:14:54 PM

Book 00939-2135
 2004042577 00272004 12 14 54 PM
 Fee: \$15.00 County Tax: \$44.00 State

2004042577 John G. Wink

TRUE COPY

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS THAT SEL PROPERTIES, LLC herein referred to as Grantor for and in consideration of the sum of FORTY THOUSAND AND 00/100 (40 000 00) Dollars to me paid by JOSEPH P SPRAYBERRY, hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, his heirs, successors, and assigns forever

All that certain piece, parcel or lot of land, with improvements thereon, if any situate, lying and being on the Northern side of US Highway #176 about 16 miles northwest of the City of Columbia, School District #6 of Richland County near the Town of Peak, in the State of South Carolina, being shown and delineated as Lot 45 The Courtyards @ Rolling Creek on a plat of The Courtyards @ Rolling Creek Phase I prepared for Dutch Fork Development Group dated June 20 2002 and recorded in the Office of the Register of Deeds for Richland County in Plat Book R696 at page 1031 Reference being made to said plat for a more accurate and complete description thereof

Derivation. This being a portion of the same piece of property conveyed to SEL Properties, LLC by Deed of Robert E. Cnpps, II dated September 22, 2000 and recorded in the Office of the Register of Deeds for Richland County in Deed Book 449 at page 37

TMS 02611-06-05

This conveyance is made subject to Easements, Restrictions, Covenants and Conditions of record, including matters shown on recorded plats.

Grantee: 12 Wessex Blvd, Irmo, SC 29063

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 the said Grantee, his heirs, and assigns forever

AND THE GRANTOR does hereby bind Grantor heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against Grantor and Grantor heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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0002277

WITNESS my Hand and Seal this 21st day of May in the year of our Lord 2004

Signed, Sealed and Delivered
in the Presence of

Christina M. Jeffcoat John E. Lipscomb

SEL Properties, LLC

By Stephen E. Lipscomb

Its manager

Linda C. Williams

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Personally appeared before me the undersigned and made oath that she saw the within named
Grantor sign, seal and as His act and deed, deliver the within-written Deed for the uses and purposes
therein mentioned, and that she with the other witness subscribed above witnessed the execution
thereof

SWORN to before me this
21st day of May 2004

Christina M. Jeffcoat

Linda C. Williams
Notary Public for the State of South Carolina
My Commission Expires 9/3/2014

RE-04-582

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Instrument: 2004042730

Book/Paper: R0339, 2087

Date/Time: 5/27/2004 2:28:09 PM

Book 00939-2987
 2004042730 05/27/2004 12:28:09 PM
 Fee: \$10.00 County Tax: \$44.00 State Tax: \$104.00

Recording Requested By and
 When Recorded Mail to

Cooper Collins Moore & Gray P.A.
 P.O. Box 11849
 Columbia, SC 29211 1869
 Attn: Charles F. Cooper, II



2004042730 John G. Morris

Returned early POD

(Space above this line for Recorder's Use)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

D E E D

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC (hereinafter called "Grantor") in the State aforesaid, for and in consideration of the sum of Forty Thousand and 00/100 (\$40,000 00) Dollars to the Grantor in hand paid at and before the sealing of these presents, by Gilbert A. Goodwin Contractors, Inc. (hereinafter called "Grantee") in the State aforesaid (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, its successors and assigns:

All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known and designated as Lot 29 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc., dated June 20 2002 and last revised August 20 2002, and recorded in the Richland County ROD's Office in Record Book 696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat.

Derivation. This being a portion of the identical property conveyed to SEL Properties LLC by deed of Robert E. Cropps, II, dated September 22, 2000 and recorded October 6 2000 in Record Book 449 at Page 37

TMS 02607-09-06

Grantee's Address Post Office Box 119, Ballentine, SC 29002

This conveyance is made subject to easements conditions and restrictions of record and otherwise affecting the property

TOGETHER with all and singular the Rights Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

This document is not to scale

0002279

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and its successors and assigns forever

AND the said Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against itself and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed, sealed and delivered by its duly authorized officer(s) this 26th day of May 2004

Signed, Sealed and Delivered
in the presence of

SEL Properties, LLC
(Seal)

By

Stephen E Lipscomb
its Manager

Witness

Witness

STATE OF SOUTH CAROLINA }
COUNTY OF RICHLAND }

ACKNOWLEDGEMENT

I, Mary H. Ochupm, a notary public duly commissioned, qualified and acting within and for said County and State do hereby certify that SEL Properties, LLC, by and through Stephen E Lipscomb its Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 26th day of May 2004

Notary Public

My Commission expires 11/20/2006

Instrument: 2004043197

Book/Page: R040 1808

Date/Time: 5/28/2004 3:56:26 PM

TEST
A TRUE COPY

R M C

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
 COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor), of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40,000 00) Dollars, to it, in hand paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address. Lot 21 of the Courtyards at Rolling Creek, Phase I

Legal Description. See Exhibit "A" attached.

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 the said Grantee, its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 26th day of May
 2004

WITNESSES

Laura McDonald
Timothy A. Davis

Stephen E. Lipscomb (SEAL)
 SEL Properties, LLC
 By Stephen E. Lipscomb
 Its: Manager

Book 00840-1808
 2004043197 05/28/2004 15 56 26 30
 Fee: \$10.00 County Tax: \$44.00 State Tax: \$104.00

2004043197 John G. North
 Richland County ROD

Richland County ROD

John G. North

Instrument: 2004043197

Book/Page: RG40 1808

Date/Time: 5/28/2004 3:58:28 PM

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

P R O B A T E

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC, by Stephen E Lipcomb its Manager sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS

26th day of May, 2004

Timothy A. [Signature] (L.S.) Laura McDonald
Notary Public for South Carolina

My Commission Expires 1/17/2010

Grantor's Address PO Box 11641 Columbia, SC 29211

Richland County, SC

John D. [Signature]

This document is not to scale

0002282

Instrument: 2004043197

Book/Page R940, 1810

Date/Time: 5/28/2004 3:58:28 PM

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 21 on a bonded plat of The Courtyards at Rolling Creek, Phase I prepared by Associated E & S, Inc. and being dated June 20 2002 and recorded in the Richland County ROD in Book RB727 at Page 2835 and having the same boundaries and measurements as shown on said plat

TMS 02606-01-08

Derivation This being the same property conveyed to SEL Properties, LLC from Robert E Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John G. Morris

This document is not to scale

0002283

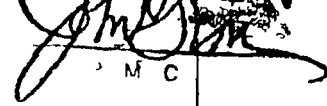
Instrument: 2004043184

Book/Page: R940 1793

Date/Time: 5/28/2004 3:58:23 PM

ATTEST

A TRUE COPY



J M C

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
 COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC (hereinafter referred to as Grantor) of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40 000 00) Dollars, to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address Lot 19 of the Courtyards at Rolling Creek, Phase I

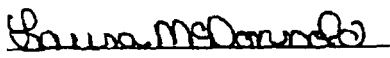
Legal Description See Exhibit A attached

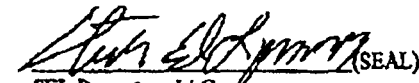
Together with all and singular, the rights, members, hereditaments, and appurtenances to the said premises belonging or in anywise incident or appertaining

To have and to hold, all and singular the premises before mentioned unto the said Grantee its successors and assigns forever, and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof.

IN WITNESS WHEREOF the execution hereof this 28th day of May, 2004

WITNESSES




 (SEAL)
 SEL Properties, LLC
 By: Stephen E. Lipscomb
 Its Manager

Book 00940-1793
 2004043184 05/28/2004 13:58:23 72
 Fee: \$10.00 County Tax: \$44.00 State Tax: \$104.00


 2004043184 John G. North
 Richland County 900

This document is not to scale

0002284

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

P R O B A T E

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC, by Stephen E Lipcomb, its Manager sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof

SWORN TO BEFORE ME THIS

26th day of May, 2004

Timothy J. Pines (L.S.) Laura McDonald
Notary Public for South Carolina

My Commission Expires 1/12/2006

Grantee's Address PO Box 11641 Columbia, SC 29211

Richland County, SC

John G. Smith

This document is not to scale

0002285

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 19 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S, Inc., and being dated June 20, 2002 and recorded in the Richland County ROD in Book RB727 at Page 2835 and having the same boundaries and measurements as shown on said plat

TMS 02606-01-06

Derivation: This being the same property conveyed to SEL Properties, LLC from Robert E. Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John G. North

3

This document is not to scale

0002286

Instrument: 2004045536

Book/Page: R943 2584

Date/Time: 5/8/2004 9:23:08 AM

Book 00943-2584

2004045536 (5/8/2004 09:23:08 AM)

Deed

Fee: \$10.00 County Tax: \$132.00 State Tax: \$212.00



2004045536, John G. Nicks

Richland County ROD

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

TITLE TO REAL ESTATE

SEL PROPERTIES LLC

in the State aforesaid for and in consideration of the sum of ONE HUNDRED TWENTY THOUSAND AND 00/100 (\$120,000.00) Dollars to them paid by POMCREEK BUILDERS INC in the State aforesaid, the receipt of which is hereby acknowledged has granted, bargained sold and released and by these presents does grant, bargain, sell and release unto the said

POMCREEK BUILDERS INC

All that certain piece parcel or lot of land, together with the improvements thereon, situate lying and being in the County of Richland State of South Carolina being known and designated as Lots 49, 50 and 51 on a bonded plat of The Courtyards at Rolling Creek Phase I prepared by Associated E & S Inc dated June 20 2002 last revised October 18 2002 in Record Book 727 at page 2835 in the Office of the Register of Deeds for Richland County and said lot of land having the measurements and boundaries as shown on the above plat which is incorporated herein by reference

TMS# 2611-06-01 (lot 49)
2607-08-08 (lot 50)
2607-08-07 (lot 51)

R 449/37

This conveyance is made subject to existing easements and to restrictions and easements of record, including those shown on recorded plats.

TOGETHER with all and singular the Rights Members, Hereditaments and Appurtenances to the Premises belonging or in anywise incident or appertaining

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said POMCREEK BUILDERS, INC its successors, and Assigns forever

AND Grantor does hereby bind itself and its successors and Assigns to warrant and forever defend all and singular the premises unto the said POMCREEK BUILDERS INC, its successors and Assigns against it and its successors and Assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof

ATTEST
A TRUE COPY

Richland County ROD

John G. Nicks

This document is not to scale

0002287

Instrument: 2004048538

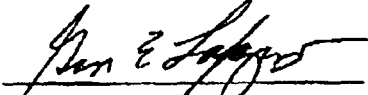
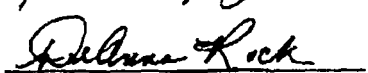
Book/Page: RB43 2585

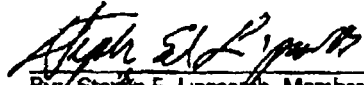
Date/Time: 5/8/2004 9:23:08 AM

IN WITNESS WHEREOF the within Deed has been executed this 27th day of
May 2004

Signed Sealed and Delivered
In The Presence Of

SEL PROPERTIES LLC a South
Carolina limited liability company


By: Steven E. Lipscomb Member

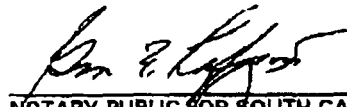
STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF RICHLAND)

I HEREBY CERTIFY that on this day, before me an officer duly authorized in
the State aforesaid to take acknowledgments personally appeared SEL Properties
LLC by Steven E. Lipscomb its Member who is personally known to me to be the
person described hereby and who executed the foregoing instrument and who
swore and acknowledged before me that he executed the same

WITNESS my hand and official seal in the County and State aforesaid this
27th day of May 2004


NOTARY PUBLIC FOR SOUTH CAROLINA
Print Name George E. Lafaye III
My Commission Expires April 29 2007

This document is not to scale

0002288

Instrument: 200404044

Book/Page: R041 2800

Date/Time: 6/22/2004 2:01:45 PM

ATTEST
A TRUE COPY

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor), of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40 000 00) Dollars, to it, in hand, paid on this date by K.G. Bulder Inc. (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is, hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address Lot 5 of the Courtyards at Rolling Creek, Phase I

Legal Description See Exhibit "A" attached

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 the said Grantee, its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 28th day of May, 2004

WITNESSES

Laura McDonald
Timothy DeRosa

Stephen E. Lipscomb (SEAL)
SEL Properties, LLC
By: Stephen E. Lipscomb
Its Manager

Book 00941 2800
200404044 06/22/2004 14:01:45
Fee: \$145.00 County Tax: \$44.00 State Tax: \$104.00

200404044 John G. Hunt
Richland County R00

This document is not to scale

0002289

Instrument: 2004044044

Book/Page: R941 2601

Date/Time: 6/2/2004 2:01:49 PM

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC by Stephen E. Lipcomb, its Manager sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof

SWORN TO BEFORE ME THIS

28th day of May, 2004

James H. Johnson (L.S.) Laura McDonald
 Notary Public for South Carolina

My Commission Expires 4/17/2010

Grantee's Address. 109 Turkey Crossing Road, Elgin, SC 29045

Richland County ROD

John S. Morris

This document is not to scale

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 5 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc., and being dated June 20 2002 and recorded in the Richland County ROD in Book RB727 at Page 2835 and having the same boundaries and measurements as shown on said plat. This conveyance is made subject to all covenants, easements and restrictions of record

TMS 02607-07-05

Derivation This being the same property conveyed to SEL Properties, LLC from Robert E. Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John Q. Morris

This document is not to scale

0002291

Instrument: 2004047354

Book/Page: R945 2452

Date Time: 6/14/2004 12:46:44 PM

ATTES I:
A TRUE COPY

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor), of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40 000 00) Dollars to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns all of its right, title and interest in and to

Street Address Lot 18 of the Courtyards at Rolling Creek, Phase I

TMS# 02606-01-05

Legal Description See Exhibit "A" attached.

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 the said Grantee, its successors and assigns forever, and it 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 it and its successors and assigns and against every person whosoever claiming or to claim, the same or any part thereof.

IN WITNESS WHEREOF the execution hereof this 9th day of June 2004

WITNESSES

Lauren McDonald
Linda K. Prew

Stephen Z. Lipscomb (SEAL)
SEL Properties, LLC
By *Stephen Z. Lipscomb*
Its Manager

Book 009-45-2452
200407354 06/14/2004 12:46:44 PM
Fee: \$161.00 County Fee: \$44.00 State Fee: \$154.00

2004047354 John G. Norris Richland County ROD

STATE OF SOUTH CAROLINA)
) P R O B A T E
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties LLC by ~~Stephen F. Lonsky~~ Timothy A. Purns sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof

SWORN TO BEFORE ME THIS

9th day of June, 2004

Timothy A. Purns (L.S.)
Notary Public for South Carolina

Laura McDonald

My Commission Expires 4/17/2010

Grantee's Address PO Box 11641 Columbia, SC 29211

Richland County, SC

John G. Smith

This document is not to scale

0002293

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland State of South Carolina, being known as designated as Lot 18 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc and being dated June 20 2002 and last revised August 20, 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat

TMS# 02606-01-05

Derivation. This being the same property conveyed to SEL Properties, LLC from Robert E Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John G. Harris

This document is not to scale

0002294

Instrument: 2004053172

Book/Page: R502 1602

Date/Time: 7/1/2004 12:38:44 PM

NOTED
A TRUE COPY

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor), of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40,000 00) Dollars, to it, in hand, paid on this date by K.G. Builder Inc. (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address Lot 43 of the Courtyards at Rolling Creek, Phase I

TMS# 02611-06-07

Legal Description See Exhibit "A" attached

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 the said Grantee its successors and assigns forever, and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 29 day of June
2004

WITNESSES

James McDonald SEL Properties (SEAL)
James McDonald SEL Properties, LLC
By Harry C. Cook
Its agent

Book 00952 1602
2004053172 02611-06-07
Fee: \$14.00 County Tax: \$44.00 State Tax: \$104.00

2004053172 John G. North
Richard County REC

This document is not to scale

0002295

Instrument: 2004053172

Book/Page: R952 1603

Date/Time: 7/1/2004 12:38:44 PM

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC by L. Amy C. Conkle its Agent, sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof

SWORN TO BEFORE ME THIS

29th day of June, 2004

Timothy H. Quinn (L.S.)
Notary Public for South Carolina

Laura McDonald

My Commission Expires 4/17/2010

Grantor's Address: PO Box 11641 Columbia, SC 29211

Richland County, SC

John G. North

This document is not to scale

0002296

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 43 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc., and being dated June 20, 2002 and last revised August 20, 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat

TMS#02611-06-07

Derivation: This being the same property conveyed to SEL Properties LLC from Robert E Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John G. Morris

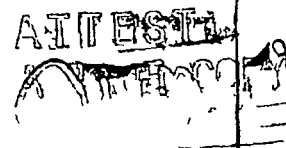
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0002297

Instrument: 2004059637

Book/Page R969 1085

Date/Time 7/22/2004 2:00:01 PM

ATTEST


STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor) of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40 000 00) Dollars, to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address Lot 12 of the Courtyards at Rolling Creek, Phase I

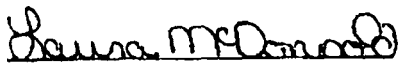
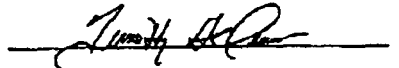
Legal Description See Exhibit "A" attached.

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 the said Grantee, its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 20th day of July 2004

WITNESSES

 (SEAL)
 SEL Properties, LLC
 By Stephen E. Lipscomb
 Its: Manager

Book 00969-1085
 2004059637 07/22/2004 04:00:01 PM
 Fee: \$110.00 County Tax: \$44.00 State Tax: \$104.00


 2004059637 John G. Hester
 Richland County REC

This document is not to scale

0002298

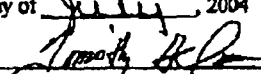
STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC by Stephen E Lipcomb its Manager sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof

SWORN TO BEFORE ME THIS

20th day of July, 2004

 (L.S.)
Notary Public for South Carolina



My Commission Expires 1/17/2010

Grantee's Address PO Box 11641 Columbia, SC 29211

Richland County ROD

John G. Morris

This document is not to scale

0002299

Instrument: 2004059697

Book/Page: R959 1067

Date/Time: 7/22/2004 2:00:01 PM

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 12 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc. and being dated June 20, 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat

TMS 02607-07-12

Derivation This being the same property conveyed to SEL Properties, LLC from Robert E Cnpps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John A. Horn

This document is not to scale

0002300

Instrument: 2004069823

Book/Page: R959 1054

Date/Time: 7/22/2004 2:00:01 PM

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
 COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor) of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40 000 00) Dollars, to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address Lot 46 of the Courtyards at Rolling Creek, Phase I

Legal Description See Exhibit "A" attached

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 the said Grantee, its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 22nd day of July, 2004

WITNESSES

Laurel McDonald
Timothy H. Lewis

Stephen E. Lipscomb (SEAL)
 SEL Properties, LLC
 By Stephen E. Lipscomb
 Its Manager

Book 00959-1054
 2004069823 07/22/2004 14:00:01.11
 Fee: \$10.00 County Tax: \$44.00 State Tax: \$104.00
 2004069823 John G. Plante
 Richard County RCD

This document is not to scale

0002301

Instrument: 2004058895

Book/Page: R658 1056

Date/Time: 7/22/2004 2:00:01 PM

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC, by Stephen B. Lapcomb its Manager sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof

SWORN TO BEFORE ME THIS

22nd day of July, 2004

Timothy A. Brown (L.S.)
 Notary Public for South Carolina

Laura McDonald

My Commission Expires 1/12/2010

Grantee's Address: PO Box 11641 Columbia, SC 29211

Richland County, SC

John G. Harris

This document is not to scale

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 46 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S, Inc. and being dated June 20, 2002 and last revised August 20, 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat.

TMS 02611-06-04

Derivation This being the same property conveyed to SEL Properties, LLC from Robert E. Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John D. Morris

This document is not to scale

0002303

Instrument: 2004050653

Book/Page: R080 382

Date/Time: 7/29/2004 1:32:54 PM

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
 COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor), of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40,000.00) Dollars, to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address: Lot 11 of the Courtyards at Rolling Creek, Phase I

Legal Description: See Exhibit "A" attached.

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 the said Grantee its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 20th day of July
 2004

WITNESSES

Laura McDonald
Timothy A. Lipscomb

Stephen E. Lipscomb (SEAL)
 SEL Properties, LLC
 By Stephen E. Lipscomb
 Its Manager

Book: 00960-0392
 2004050653 07/29/2004 13:32:54 PM DocId:
 Fee: \$10.00 County Tax: \$44.00 State Tax: \$104.00

2004050653 John G. Blanks Richland County/ROD

This document is not to scale

0002304

Instrument: 2004060553

Book/Page: R980 353

Date/Time: 7/26/2004 1:32:54 PM

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

P R O B A T E

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC by Stephen E. Lipcomb its Manager sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof

SWORN TO BEFORE ME THIS

22nd day of July, 2004

Theresa A. Davis (L.S.)
Notary Public for South Carolina

Laura McDonald

My Commission Expires 4/17/2010

Grantee's Address: PO Box 11641 Columbia, SC 29211

Richland County, RCD

John G. Harris

This document is not to scale

0002305

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 11 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc. and being dated June 20, 2002 and last revised August 20, 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat.

This conveyance is made subject to all covenants, easements and restrictions of record.

TMS 02607-07-11

Derivation. This being the same property conveyed to SEL Properties, LLC from Robert B Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John G. Morris

This document is not to scale

0002306

Instrument: 2004064431

Book/Page: R965 352

Date/Time: 8/6/2004 11:23:16 AM

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
 COUNTY OF RICHLAND)

ATTEST:
 A TRUE COPY
 [Signature]

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC (hereinafter referred to as Grantor) of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40,000 00) Dollars, to it, in hand paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted bargained sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address Lot 13 of the Courtyards at Rolling Creek, Phase I

Legal Description See Exhibit A" attached.

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 the said Grantee, its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof.

IN WITNESS WHEREOF the execution hereof this 29th day of July
 2004

WITNESSES

[Signature: Laura McDonald]
[Signature: Timothy H. [unclear]]

[Signature: Stephen E. Lipscomb] (SEAL)
 SEL Properties LLC
 By: Stephen E. Lipscomb
 Its Manager

Book 00965-0352
 2004064431 08/06/2004 11:23:16 AM Deed
 Fee: \$10.00 County Tax: \$44.00 State Tax: \$104.00

2004064431 John G. Norris
 Richard County RCD

This document is not to scale

0002307

Instrument 2004064431

Book/Page R965 353

Date/Time 8/6/2004 11:23 16 AM

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

P R O B A T E

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC, by Stephen E. Lipcomb its Manager sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof

SWORN TO BEFORE ME THIS

27th day of July, 2004Timothy H. [Signature]
Notary Public for South Carolina

(s)

Laura McDonaldMy Commission Expires 1/17/2010

Grantee's Address PO Box 11641 Columbia, SC 29211

Richland County, ROD

John G. N. mte

(SEC)

The document is not to scale

0002308

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 13 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S, Inc. and being dated June 20 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22 2002 and having the same boundaries and measurements as shown on said plat

TMS 02607-07 13

Derivation This being the same property conveyed to SEL Properties, LLC from Robert E. Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John G. Norris

This document is not to scale

0002309

Detail Information

[\[Go Back\]](#) [\[Return to Results\]](#) [\[New Search\]](#)

The information provided on this page should be used for reference only. For official information, please contact the Richland County Register of Deeds Office.

Document			
Number	2004064431	File Date	08/06/2004 11 23 16 187
Type	Deed	Arrival Type	Mail
Book/Page	965 / 352	Submitter	PUBLIC
Property Address		Return Address	
Legal			
Lot	13	Phase	I
Block		Tract	
Subdivision	COURTYARDS AT		
Description	ROLLING CREEK THE		
Fees and Taxes			
Property Price	\$40,000 00	County Tax	\$44 00
Recording Fee	\$10 00	State Tax	\$104 00
Party Type	Party Name	Also Known As	
Grantor	SEL PROPERTIES LLC		
Grantee	K&L CONTRACTING LLC		
Tax Map Numbers			
02607 07 13			
Related Documents			
	Book	Page	
	Deed 449 / 37		Detail
	Deed 1020 / 1291		Detail

Instrument: 2004089879

Book/Page: R971 768

Date/Time: 8/25/2004 2:58:09 PM

ATTEST
A TRUE COPY

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor) of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40 000 00) Dollars, to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address Lot 8 of the Courtyards at Rolling Creek, Phase I

Legal Description See Exhibit "A" attached

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 the said Grantee, its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 18th day of Aug
2004

WITNESSES

Laura McDonald
Timothy A. [Signature]

[Signature] (SEAL)
SEL Properties, LLC
By Stephen E. Lipscomb
Its Manager

Book 00971-0268
2004089879 08/25/2004 14 58 09 ST
Fee: \$19.00 County Tax: \$44.00 State Tax: \$104.00

2004089879 John G. North
Richland County REC

This document is not to scale

0002311

Instrument 2004059879

Book/Page R971 289

Date/Time 8/25/2004 2:58:00 PM

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties LLC, by Stephen E. Lipcomb its Manager sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS

18th day of Aug 2004

Timothy H. Hester (L.S.)
 Notary Public for South Carolina

Raina McDonald

My Commission Expires 1/17/2010

Grantor's Address PO Box 11641 Columbia, SC 29211

Richland County, SC

John D. Morris

This document is not to scale

0002312

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 8 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S, Inc., and being dated June 20, 2002 and last revised August 20, 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat.

This conveyance is made subject to all covenants, easements and restrictions of record.

TMS 02607 07-08

Derivation: This being the same property conveyed to SEL Properties, LLC from Robert E. Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John Q. Morris

Instrument 2004080400

BookPage R982 1283

DateTime 9/29/2004 4:07:21 PM

ATTEST

A TRUE COPY

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC (hereinafter called Grantors") for and in consideration of the sum of Forty Thousand 00/100 Dollars AND NO OTHER CONSIDERATION (\$40 000 00) to the Grantors in hand paid at and before the sealing of these presents by Stoneridge Builders, LLC (hereinafter called "Grantees ") in the State aforesaid (the receipt of which is hereby acknowledged) has granted, bargained, sold and released, and by the Presents docs grant bargain, sell and release unto the Stoneridge Builders, LLC in fee simple absolute the following property

All that certain piece parcel or tract of land, situate lying and being on the northern side of US Highway # 176 about 16 miles northwest of the City of Columbia, School District #6 of Richland County near the Town of Peak in the State of South Carolina, being shown and delineated as tract "A" containing 122.28 acres more or less on plat prepared for Michael J. Mungo by Belter and Smith, Inc., Engineers and surveyors, dated November 1, 1972, recorded in Office of the Clerk of Court for Richland County in Plat Book X at Page 2151 said plat being expressly incorporated herein by reference

Being more particularly shown and delineated on a plat prepared by Cox & Dinkins Inc for SEL Properties, LLC Dated September 22, 2000 to be recorded.

TMS# 2600-4 2

Derivation This being the same property conveyed to Robert R. Cripps II by deed of Security Service Corp Inc Dated March 14 1986 and recorded in the Office of the Register of Deeds for Richland County in Deed Book D0784 at Page 504

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property

Book 00982 1283

2004080400 09/29/2004 16:07:21.56

Fee \$10.00 County Tax \$44.00 State Tax \$104.00

Warranty Deed



2004080400 John G. Norris

Richland County RCD

Gary H. Johnson II
 Post Office Box 53
 Columbia, SC 29202

This document is not to scale

0002314

TOGETHER with all and singular the Rights Members Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee his Heirs Successors and Assigns forever

And the Grantor does hereby bind himself and his successors and assigns, to warrant and forever defend all and singular the premises unto the Grantees, their Heirs and Assigns against itself and its successors and against every person whomsoever lawfully claiming, or to claim the same or any part thereof to all Grants right, title and interest thereto and during its period of ownership of this property

Any reference in this instrument to the singular shall include the plural and vice versa. 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 Grantee

IN WITNESS WHEREOF the Grantor has hereunto set its hand and seal this 24 day of September 2004

Signed Sealed and Delivered
In the Presence of:

Witness 1

Witness 2

By

SEB Properties, LLC

Its

Manager

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
ACKNOWLEDGMENT
S C §30 5 30
(EFFECTIVE JANUARY 1 1995)

I a Notary Public for South Carolina do hereby certify that SEL Properties LLC by its authorized agent personally appeared before me this day and acknowledged the due execution of the foregoing instrument

Witness my hand and seal this 24 day of September, 2004

Candi W Harrell
Candi W Harrell

Notary Public for South Carolina

My Commission Expires May 5, 2005

Richland County ROD

John G. Norn

Instrument 2004080197

Book/Page R982 244

Date/Time 8/28/2004 10:25:55 AM

Book 00982-0244

2004080197 08/28/2004 10:25:55 AM

Fee: \$10.00 County Tax: \$44.00 State Tax: \$104.00



2004080197 John G. Morris

Richard County M.O.

R M C

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

TITLE TO REAL ESTATE

SEL PROPERTIES LLC

in the State aforesaid for and in consideration of the sum of FOURTY THOUSAND AND 00/100 (\$40 000) Dollars to it by POMCREEK BUILDERS, INC in the State aforesaid the receipt of which is hereby acknowledged has granted bargained sold, and released, and by these presents does grant bargain, sell and release unto the said

POMCREEK BUILDERS INC

All that certain piece parcel or lot of land together with the improvements thereon situate lying and being in the County of Richland State of South Carolina being known and designated as Lot 52 on a bonded plat of The Courtyards at Rolling Creek Phase I prepared by Associated E & S Inc dated June 20 2002 last revised October 18 2002 in Record Book 727 at page 2835 in the Office of the Register of Deeds for Richland County and said lot of land having the measurements and boundaries as shown on the above plat which is incorporated herein by reference

Derivation This being the same property conveyed to SEL Properties LLC by deed of Robert E Cripps II dated September 22, 2000, recorded October 6 2000 *R449/37*

TMS# 2607 08-06

Grantees Address 344 Carole Lane
Lexington SC 29072

This conveyance is made subject to existing easements and to restrictions and easements of record including those shown on recorded plats

TOGETHER with all and singular the Rights Members Hereditaments and Appurtenances to the Premises belonging or in anywise incident or appertaining

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said POMCREEK BUILDERS INC its successors and Assigns forever

AND Grantor does hereby bind itself and its successors and Assigns to warrant and forever defend all and singular the premises unto the said POMCREEK BUILDERS INC its successors and Assigns against it and its successors and Assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof

This document is not to scale

0002317

Instrument: 2004080197

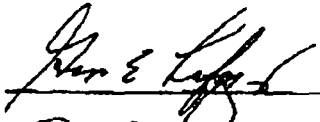
Book/Page: R862 246

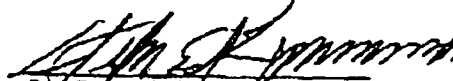
Date/Time: 9/29/2004 10:25:55 AM

IN WITNESS WHEREOF, the within Deed has been executed this 24th day of September 2004

Signed, Sealed and Delivered
In The Presence Of:

SEL PROPERTIES LLC a South
Carolina limited liability company





By Steven E Upscomb Member

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF RICHLAND)

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid to take acknowledgments personally appeared SEL Properties LLC by Steven E Upscomb its Member who is personally known to me to be the person described hereby and who executed the foregoing instrument and who swore and acknowledged before me that he executed the same

WITNESS my hand and official seal in the County and State aforesaid this 24th day of September 2004


NOTARY PUBLIC FOR SOUTH CAROLINA
Print Name George E Lafaye, III
My Commission Expires April 29 2007

This document is not to scale

0002318

Instrument: 2004087426

Book/Page: R990 1576

Date/Time: 10/22/2004 4:43:50 PM

ATTEST:
A TRUE COPYSTATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

TITLE TO REAL ESTATE

R. M. Cj

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor), of the State of South Carolina, in consideration of the sum of Forty-Two Thousand Hundred and no/100 (\$42,000 00) Dollars, to it in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged has granted, bargained sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address: Lot 40 of the Courtyards at Rolling Creek, Phase I

Legal Description See Exhibit "A" attached

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 the said Grantee, its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 22nd day of October
2004

WITNESSES

Diana McDonald
Timothy H. [Signature]

Stephen E. Lipscomb (SEAL)
SEL Properties, LLC
By Stephen E. Lipscomb
Its Manager

Book 00990-1576
2004087426 10/22/2004 10:43:50 PM
Fee: \$10.00 County Tax: \$46.20 State Tax: \$109.20

2004087426 John G. North
Printed: 10/22/2004

This document is not to scale

0002319

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC by Stephen E Lipcomb its Manager sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof

SWORN TO BEFORE ME THIS

21st day of October, 2004

Timothy J. Dunn (L.S.)
Notary Public for South Carolina

Lauren McDonald

My Commission Expires 1/17/2010

Grantee's Address PO Box 11641 Columbia, SC 29211

Richland County, ROD

John Q. Moore

This document is not to scale

0002320

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 40 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc and being dated June 20, 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and in Book RB727 at page 2835 and having the same boundaries and measurements as shown on said plat.

This conveyance being made subject to all covenants, easements and restrictions of record

TMS 2611-06-10

Derivation This being the same property conveyed to SEL Properties LLC from Robert E Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John G. Morris

This document is not to scale

0002321

Instrument: 2004087429

Book/Page: R980 1588

Date/Time: 10/22/2004 4:43:50 PM

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
 COUNTY OF RICHLAND)

ATTEST
 A TRUE COPY
 R M C.

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC (hereinafter referred to as Grantor), of the State of South Carolina, in consideration of the sum of Forty Two Thousand Hundred and no/100 (\$42,000 00) Dollars to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address: Lot 10 of the Courtyards at Rolling Creek, Phase I

Legal Description: See Exhibit "A" attached.

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 the said Grantee its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 21st day of October, 2004

WITNESSES

Laura McDonald
Timothy A. Lipscomb

Stephen E. Lipscomb (SEAL)
 SEL Properties, LLC
 - By Stephen E. Lipscomb
 Its Manager

Book 00990-1588
 2004087429 10/22/2004 10:43:50 AM
 Fee: \$10.00 County Tax: \$48.20 State Tax: \$108.20

2004087429 John G. Morris
 Richland County D/C

The document is not to scale

0002322

Instrument 2004087428

Book/Page: R090 1589

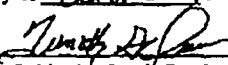
Date/Time: 10/22/2004 4:42:50 PM

STATE OF SOUTH CAROLINA)
) P R O B A T E
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC, by Stephen E. Lipcomb its Manager sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS

21st day of October, 2004

 (L.S.)
Notary Public for South Carolina



My Commission Expires 5/19/2010

Grantee's Address: PO Box 11641 Columbia, SC 29211

Richland County R090

John G. Nantz

This document is not to scale

0002323

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 10 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc. and being dated June 20 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat

This conveyance is made subject to all covenants, easements and restrictions of record.

TMS 02607-07-10

Derivation This being the same property conveyed to SEL Properties, LLC from Robert E. Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John G. North

This document is not to scale

0002324

Instrument: 2004087431

Book/Page: R990 1596

Date/Time: 10/22/2004 4:43:50 PM

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

TITLE TO REAL ESTATE

ATTEST
 A TRUE COPY

R M C

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor), of the State of South Carolina, in consideration of the sum of Forty-Two Thousand Hundred and no/100 (\$42,000 00) Dollars, to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns all of its right, title and interest in and to

Street Address Lot 9 of the Courtyards at Rolling Creek, Phase I

Legal Description See Exhibit "A" attached

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 the said Grantee, its successors and assigns forever, and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof.

IN WITNESS WHEREOF the execution hereof this 21st day of October
 2004

WITNESSES

Donna McDonald
Trinity A. Jones

Stephen E. Lipscomb (SEAL)
 SEL Properties, LLC
 By Stephen E. Lipscomb
 Its Manager

Book 00890-1596
 2004087431 10/22/2004 10:43:50 AM
 Fee: \$10.00 County Tax: \$48.20 State Tax: \$100.20

2004087431 John G. Woods
 Richland County REC

This document is not to scale

0002325

Instrument: 2004087431

Book/Page: R980 1597

Date/Time: 10/22/2004 4:43:50 PM

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

P R O B A T E

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC by Stephen E. Lapcomb its Manager, sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS

21st day of October, 2004

Timothy A. [Signature] (L.S.)
Notary Public for South Carolina

Lauren McDonald

My Commission Expires 1/17/2010

Grantee's Address PO Box 11641, Columbia, SC 29211

Richland County, SC

John D. Morris

This document is not to scale

0002326

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 9 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc and being dated June 20, 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat

This conveyance is made subject to all covenants, easements and restrictions of record.

TMS 02607-07-09

Derivation This being the same property conveyed to SEL Properties, LLC from Robert E Cripps II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John D. Morris

This document is not to scale

0002327

Instrument 2004097519

Book/Page R1001 3077

Date/Time 12/1/2004 3:42:42 PM

ATTEST.
A TRUE COPY

Space above this line for recording information

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS THAT SEL PROPERTIES, LLC herein referred to as Grantor for and in consideration of the sum of FORTY FOUR THOUSAND AND 00/100 (\$44,000.00) Dollars to me paid by ERIC D DEGN AND MARK BISHOP hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, his heirs, successors and assigns forever

All that certain piece, parcel or tract of land, situate, lying and being on the Northern side of US Highway #176 about 16 miles northwest of the City of Columbia, School District #6 of Richland County new the Town of Peak in the State of South Carolina, being shown and delineated as Lot 4, Tract "A", Phase I as shown on plat prepared for Michael J Mungo by Belter & Smith, Inc., Engineers and Surveyors dated November 1 1972, recorded in the Office of the Clerk of Court for Richland County in Plat Book X at Page 2151, said plat being expressly incorporated herein by reference

This being the same property conveyed unto the Grantor herein by Robert E. Cnpps, II dated September 22, 2000 and recorded in Deed Book 449 at Page 37 in the Office of the RMC for Richland County, South Carolina

This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions of record, including matters shown on recorded plats.

TMS # 2600-4-2
Property Address 107 Summer Branch Lane
Irmo, SC 29063
Grantee's Address 204 Trinity Three Road
Irmo, SC 29063

Book 01001-3077
2004097519 12/01/2004 13:42:42
Fees: \$10.00 County Tax: \$48.00 State Tax: \$114.00

2004097519 John G. North
Richland County REC'D

This document is not to scale

0002328

Instrument: 2004097519

Book/Page: R1001 3078

Date/Time: 12/1/2004 3:42:42 PM

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 the said Grantees, their heirs, and assigns forever

AND THE GRANTOR does hereby bind Grantor heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantees, their heirs, and assigns, against Grantor and Grantor heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof

WITNESS my Hand and Seal this 27th day of October, in the year of our Lord 2004

Signed, Sealed and Delivered
in the Presence of

Amelia Buff

SEL Properties, LLC

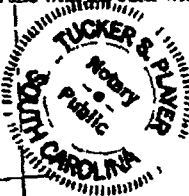
BY

[Signature]
JTS

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me the undersigned and made oath that she saw the within named Grantor sign, seal and as His act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that she with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
27th day of October 2004



Amelia Buff

Notary Public for the State of South Carolina
My Commission Expires: 2-06-2012

This document is not to scale

0002329

South Carolina
County of Richland

AFFIDAVIT

Date of Transfer of Title
Closing Date October 27, 2004

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

- 1 I have read the information on this Affidavit and I understand such information.
- 2 The property is being transferred by TO Eric D. Drummond, III, Esq. Properties, LLC
- 3 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 it is a transfer to a trust or as distribution to a trust beneficiary
 C ☐ EXEMPT from the deed recording fee because: (Exemption #) (Explanation if required)
 (If exempt, please skip items 4-6 and go on 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.
 A ☒ The fee is computed on the consideration paid or to be paid in money's worth in the amount of \$ 74,000.00
 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 ☒ 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 this 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 Closing Attorney
- 8 Check of property other than Real Property is being transferred on this Deed.
 (A) ☐ Mobile Home
 (B) ☐ Other
- 9 DEED OF DISTRIBUTION ATTORNEY'S AFFIDAVIT: Estate of deceased CASE NUMBER . Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina, the (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of deceased and that the grantee(s) therein are correct and confirm to estate file for above named decedent.
- 9 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 more than one thousand dollars or imprisoned not more than one year or both.

Sworn this 27 Day of October, 2004
 Notary Republic for South Carolina
 My Commission Expires 02-05-08
Eric D. Drummond, III, Esq.

Signed
 Grantor, Grantee, or Attorney that prepared this form
Walter S. Pinder
 Type or print Name here



Instrument: 2004035880

Book/Page: R1000 405

Date/Time: 11/24/2004 1:03 PM

ATTEST

A TRUE COPY

J R M C

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor), of the State of South Carolina, in consideration of the sum of Forty-Two Thousand Hundred and no/100 (\$42,000.00) Dollars, to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address Lot 7 of the Courtyards at Rolling Creek, Phase I

Legal Description See Exhibit "A" attached

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 the said Grantee, its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 22nd day of November, 2004

WITNESSES

Bruce McDonald
Timothy Atkins

Stephen E. Lipscomb (SEAL)
SEL Properties, LLC
By: Stephen E. Lipscomb
Its Manager

Book 01000-0405
2004035880 11/24/2004 13:03:14 79
Fee: \$10.00 County Tax: \$46.20 State Tax: \$100.20

2004035880 John G. Noels
Richland County P.O.D.

This document is not to scale

0002331

Instrument: 2004005600

Book/Page: R1000 406

Date/Time: 11/24/2004 1:00:10 PM

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

P R O B A T E

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC by Stephen E. Lipcomb, its Manager sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS

22nd day of Nov, 2004

Timothy A. Shaw (L.S.)
Notary Public for South Carolina

Laura McDonald

My Commission Expires 1/17/2016

Grantee's Address PO Box 11641 Columbia, SC 29211

Richland County R00

John G. North

This document is not to scale

0002332

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 7 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc., and being dated June 20, 2002 and last revised August 20, 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat

This conveyance is made subject to all covenants, easements and restrictions of record

TMS 02607-07-07

Derivation This being the same property conveyed to SEL Properties, LLC from Robert E Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37 then SEL Properties, LLC by an incorrect deed conveyed the entire 122.28 acre tract to Stoneridge Builders, LLC in Book 982 at page 1283, then corrected by deed back to SEL Properties, LLC by deed of Stoneridge Builders, LLC for the entire 122.28 acres less and excepting Lot 53 by deed dated 10/5/04 and recorded 10/5/04 in the Richland County ROD in Book RB-984 at page 2709

Richland County ROD

John G. Morris

This document is not to scale

0002333

Instrument: 2004100805

Book/Page: R1008 526

Date/Time: 12/13/2004 11:40:20 AM

STATE OF SOUTH CAROLINA

COUNTY OF Richland

)
) DEED BY A CORPORATION
)

ATTEST:
A TRUE COPY

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor) for and in consideration of the sum of Forty Four Thousand dollars and Zero cents (\$44 000 00) to it in hand paid at and before the sealing of these presents by Wayne M. Bailey (hereinafter referred to as Grantee/s) the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said Wayne M. Bailey, their heirs and assigns, the following described real property:

All that certain piece, parcel or lot of land together with any improvements thereon, if any being located in the County of Richland, State of South Carolina, being shown and delineated as Lot 44, The Courtyards at Rolling Creek, Phase I, on a plat prepared for Dutch Fork Development Group recorded on November 21 2002 in Richland County in book 727 at page 2835 reference to which is hereby craved for a more complete and accurate description of subject property

This being a portion of the property conveyed to the Grantor herein by corrective deed from Stoneridge Builders, LLC recorded on October 5 2004 in book RB984 at page 27019 and by deed from SEL Properties, LLC recorded on September 29, 2004 in book RB982 at page 1283 and by deed from Robert E. Cripps recorded on October 6, 2000 in book RB449 at page 37

TMS No. 2600-06-06

GRANTEE/S' ADDRESS

109 Forest Fern Road
Columbia, SC 29212

Book 01005-0828
2004100805 12/13/2004 11:40:20 AM
Fee: \$10.00 County Tax: \$48.40 State Tax: \$114.40



This conveyance is made subject to easements and/or restrictions of record and otherwise affecting the property

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 HOLD all and singular the said Premises before mentioned unto the said Wayne M. Bailey as hereinabove provided, Grantee/s' successors, heirs and assigns, forever

AND THE SAID GRANTOR does hereby bind itself and its successors, and assigns, to warrant and forever defend, all and singular the said Premises unto the said Wayne M. Bailey as hereinabove provided, Grantee/s' successors, heirs and assigns against Grantor/s and Grantor/s' successors, assigns, and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof.

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0002334

Instrument: 2004100806

Book/Page: R1005 927

Date/Time: 12/13/2004 11:40:20 AM

IN WITNESS WHEREOF the said Grantor by Stephen E. Lippcomb, its
Manager, has hereunto set its hand and seal this 8th day of December 2004

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Marsha Jones
Witness #1

SEL Properties, LLC

[Signature]
Witness #2

By: Stephen E. LippcombIts Manager

STATE OF SOUTH CAROLINA)

) PROBATE

COUNTY OF RICHLAND)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within
named Grantor by Stephen E. Lippcomb, its Manager, sign, seal and as its act and
deed, deliver the within-written Deed, and that s/he with the other witness subscribed above, witnessed the
execution thereof

Marsha Jones
Witness #1

SWORN to before me this 8th day of December 2004

[Signature] [SEAL]
Notary Public for South Carolina
My Commission Expires June 16, 2006

Richland County RCD

John G. North

This document is not to scale

0002335

Instrument: 2004100605

Book/Page: R1005 928

Date/Time: 12/13/2004 11:40:20 AM

STATE OF SOUTH CAROLINA)

COUNTY OF Richland)

AFFIDAVIT

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

Property located at 211 Savannah Branch Trail, Irmo, South Carolina 29063 bearing Richland County Tax Map Number 2600-4-2 was transferred by SEL Properties, LLC to Wayne M. Bailey on December 8, 2004.

The transaction was (check one)

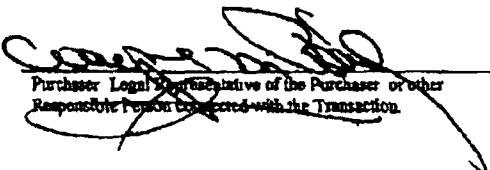
☐ An arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$44,800.00.

☐ Not an arm's length real property transaction and the fair market value of the property is \$ _____

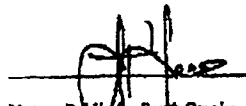
The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et. Seq. because the deed is (See back of Affidavit): _____

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

I further 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 (\$1 000.00) Dollars or imprisoned not more than one year or both.


Purchaser, Legal Representative of the Purchaser or other
Responsible Person Connected with the Transaction

SWORN to before me this
8th day of December, 2004


Notary Public for South Carolina
My Commission Expires: June 18, 2006

*The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

This document is not to scale

0002336

Instrument: 2004101503

Book/Page: R1006 1200

Date/Time: 12/15/2004 4:00:25 PM

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC (hereinafter referred to as Grantor), of the State of South Carolina, in consideration of the sum of Forty-Two Thousand Hundred and no/100 (\$42,000 00) Dollars, to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns all of its right, title and interest in and to

Street Address: Lot 6 of the Courtyards at Rolling Creek, Phase I

Legal Description See Exhibit "A" attached.

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 the said Grantee, its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 14th day of December, 2004

WITNESSES

Natalie Quinn
Laura McDonnell

Stephen E. Lipscomb - (SEAL)
 SEL Properties, LLC
 By: Stephen E. Lipscomb
 Its Manager

Book 01006-1200
 2004 101503 12/15/2004 10:00:25 AM
 Fee: \$10.00 County Tax: \$48.20 State Tax: \$100.00
 2004 101503 John G. Hulse
 Richland County, SC

This document is not to scale

0002337

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC by Stephen E Lipcomb its Manager sign seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS

14th day of Dec, 2004

Debra McDonald (a.s.)
Notary Public for South Carolina

Katalie Bunn

My Commission Expires 11/22/08

Grantee's Address: PO Box 11641, Columbia, SC 29211

Richland County, SC

John A. Morris

Instrument: 2004101593

Book/Page: R1006 1202

DateTime: 12/15/2004 4:00:25 PM

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 6 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S, Inc., and being dated June 20 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat
This conveyance is made subject to all covenants, easements and restrictions of record

TMS 02607-07-06

Derivation: This being the same property conveyed to SEL Properties, LLC from Robert E. Cnpps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37 then SEL Properties, LLC by an incorrect deed conveyed the entire 122.28 acre tract to Stoneridge Builders, LLC in Book 982 at page 1283 then corrected by deed back to SEL Properties, LLC by deed of Stoneridge Builders, LLC for the entire 122.28 acres less and excepting Lot 53 by deed dated 10/5/04 and recorded 10/5/04 in the Richland County ROD in Book RB 984 at page 2709

Richland County ROD

John G. Morris

This document is not to scale

0002339

Instrument: 2005018936

Book/Page: R1031 225

Date/Time: 3/9/2005 11:51:14 AM

ATTEST:
A TRUE COPY

Book 01031-0225

Recording Date: 03/09/2005 11:51:14 AM

Deed

Fee: \$10.00 County Tax: \$68.40 State Tax: \$114.60

Space above this line



R M C

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS THAT, SEL PROPERTIES, LLC herein referred to as Grantor for and in consideration of the sum of **FOURTY FOUR THOUSAND AND 00/100 (\$44,000.00)** Dollars to me paid by **HUNTERS RESERVE HOLDING, LLC**, hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, its heirs, successors, and assigns forever

All that certain piece, parcel or lot of land with the improvements thereon situate, lying and being in the County of Lexington, State of South Carolina, being designated as Lot No 54 Phase I, on Plat entitled "The Courtyards at Rolling Creek, Phase I" prepared for Dunch Fork Development Group by Associated E&S, Inc., dated June 20 2002, revised July 31 2002, revised August 7, 2002 and revised August 20, 2002, recorded in the Office of the Clerk of Court for Richland County in Plat Book 811 at Page 747 reference being made to said plat, which plat is incorporated herein by reference, for a more complete and accurate description; be all measurements a little more or less.

This being the same property conveyed unto the Grantors herein by deed of Stoneridge Builders LLC, dated October 5, 2004 and recorded in Deed Book 984 at Page 2709 in the Office of the RMC for Richland County South Carolina.

This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions of record, including matters shown on recorded plats.

TMS# 02607-06-04

Property Address. 107 Savannah Branch Trail
 Columbia, South Carolina 29063

Grantee's Address 149 Long Oak Lane
 Chapin, SC 29036

This document is not to scale

0002340

Instrument: 2005015838

Book/Page: R1031 226

Date/Time: 2/9/2005 11:51:14 AM

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 the said Grantee its heirs, and assigns forever

AND THE GRANTOR does hereby bind Grantor's, executors and administrators to warrant and forever defend all and singular the said premises unto the said Grantee, its heirs, and assigns, against Grantor and Grantor's heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our Hand and Seal this 7th day of February, in the year of our Lord 2005

Signed, Sealed and Delivered
in the Presence of

Amelia Buff Stephen E. Lipscomb
[Signature] [Signature]
SEL Properties LLC
By Stephen E. Lipscomb
Its Managing Partner

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Personally appeared before me the undersigned and made oath that (s)he saw the within named Grantor sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
7 day of February, 2005

[Signature]
Notary Public for the State of South Carolina
My Commission Expires:



My Commission Expires
January 5th 2014

Amelia Buff

This document is not to scale

0002341

Instrument 2005018036

Book/Page R1031 227

Date/Time 3/9/2005 11:51 14 AM

South Carolina
County of Richland

AFFIDAVIT

Date of Transfer of Title
Closing Date 02/10/05

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

- 1 I have read the information on this Affidavit and I understand such information.
- 2 The property is being transferred BY SELDORRIS LLC
- 3 TO Richland County, South Carolina
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 it is a transfer to a trust or as distribution to a trust beneficiary
 C EXEMPT from the deed recording fee because: (Exemption #) (Explanation if required)
 (If exempt please skip items 4-6 and go on 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.
 A ✓ The fee is computed on the consideration paid or to be paid in money's worth in the amount of \$ 24,000.00
 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 ✓ 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 Closing Attorney
 8 Check of property other than Real Property is being transferred on this Deed.
 (A) Mobile Home
 (B) Other
 9 DEED OF DISTRIBUTION ATTORNEY'S AFFIDAVIT: State of deceased CASE NUMBER . Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina, the (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of deceased and that the grantee(s) therein as correct and confirm to estate file for above named decedent.
 9 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 this 7 Day of January 2005
Notary Public for South Carolina
My Commission Expires 11/30/08Cynthia L. MusickSigned [Signature]
Grantor, Grantee, or Attorney that prepared this form
Debra Galbraith
Type or print Name here

Instrument: 2005014458

Book/Page: R1028 786

Date/Time: 3/1/2005 12:54:28 PM

ATTEST:
TRUE COPY

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

R M C.

COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS, that SEL Properties, LLC (hereinafter called "Grantor") in the State aforesaid, for and in consideration of the sum of Forty Four Thousand and 00/100 Dollars (\$44,000.00) paid by Jeffrey Temples and Emily Temples (hereinafter called "Grantee"), in the State aforesaid (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these Presents does grant, bargain sell and release, unto the said Grantee, the following property:

All that certain piece, parcel, lot or tract of land, with any improvements therein, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lot 55 of The Courtyards at Rolling Creek, Phase I on a plat prepared for Dutch Fork Realty by Associated E&S, Inc. dated June 28, 2002, recorded in Record Book 727 at Page 2835, and having such boundaries and measurements as shown on the above described plat, which is specifically incorporated by reference herein

This being the same property conveyed to SEL Properties, LLC by deed of Robert E. Cripps, II dated September 22, 2000 and recorded in Record Book 449 at Page 37 in the Office of the Register of Deeds for Richland County (also see Corrective Deed recorded in Record Book 984 at Page 2709).

TMS# 2607-8-3

Grantees' Address: 140 Torrey Pines Lane
Chapin, SC 29036

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 said premises before mentioned unto the said Grantee forever

And the said Grantor does hereby bind the Grantor and the Grantor's Successors and Assigns to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Heirs and Assigns, against the Grantor and the Grantor's Successors and Assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Book 01028-0786
2005014458 03/01/2005 12:54:28 PM
Fee: \$10.00 County Tax: \$48.40 State Tax: \$114.40

2005014458 John G. Morris
Richland County ROD

This document is not to scale

0002343

Instrument: 2005014456

Book/Page: R1026 787

Date/Time: 3/1/2005 12:54:26 PM

WITNESS the Grantor's Hand(s) and Seal(s) this 24th day of February in the year of our Lord Two Thousand Five.

WITNESSETH

SEL Properties, LLC

By: [Signature]
Its Authorized Member[Signature]

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, Lewis T. Rung, do hereby certify that SEL Properties, LLC by its authorized member personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal on February 24, 2005.

[Signature]
Notary Public for South Carolina
My Commission expires _____

Richland County R1001

JOHN G. NORMAN

This document is not to scale

0002344

Instrument 2005041190

Book/Page R1058 1750

Date/Time: 6/31/2005 3:22:43 PM

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
 COUNTY OF RICHLAND)

TRUE COPY
 (R M C)

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor), of the State of South Carolina, in consideration of the sum of Forty Two Thousand Hundred and no/100 (\$42,000 00) Dollars to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release all of Grantor's right, title and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address: Lot 3 of the Courtyards at Rolling Creek, Phase I

Legal Description: See Exhibit "A" attached.

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 the said Grantee, its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof.

IN WITNESS WHEREOF the execution hereof this 6th day of May, 2005

WITNESSES

Laura McDonald
Natalie Johnson

Stephen E. Lipscomb (SEAL)
 SEL Properties, LLC
 By: Stephen E. Lipscomb
 Its Manager

Book 01058-1750
 07/04/10 09:59:20 15 23 43 42
 Fee: \$10.00 County Tax: \$40.20 State Tax: \$108.20



2005041190 John G. Morris R 37/ 2005-17

This document is not to scale

0002345

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

P R O B A T E

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC, by Stephen E. Lipcomb its Manager sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution thereof

SWORN TO BEFORE ME THIS

16th day of May, 2005

Natalie P. Quinn (L.S.)
Notary Public for South Carolina

Laura McDonald

My Commission Expires: 05/23/2014

Grantor's Address 109 Turkey Crossing Road, Elgin, SC 29045

Richland County REC

John G. Morris

EXHIBIT A

All that certain piece parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 3 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc., and being dated June 20, 2002 and recorded in the Richland County ROD in Book RB727 at Page 2835 and having the same boundaries and measurements as shown on said plat. This conveyance is made subject to all covenants easements and restrictions of record.

TMS 02607-07-03

Derivation: This being the same property conveyed to SEL Properties, LLC from Robert E. Cripps II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37 then being conveyed from SEL Properties, LLC to Stoneridge Builders, LLC by deed dated October 5 2004 and recorded in the Richland County ROD in Book 984 at page 2709

Richland County ROD

John A. Morris

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0002347

Instrument: 2005080833

Book/Page: R1106 1777

Date/Time: 10/5/2005 3:26:49 PM

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
 COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS that SEL Properties LLC (hereinafter referred to as Grantor) of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40 000 00) Dollars, to it, in hand paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address Lot 2 of the Courtyards at Rolling Creek, Phase I

Legal Description See Exhibit "A" attached.

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 the said Grantee its successors and assigns forever, and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof

IN WITNESS WHEREOF, the execution hereof this 3rd day of Oct, 2005

WITNESSES

Laura McDonald
Natalie Brown

Stephen E. Lipscomb (SEAL)
 SEL Properties, LLC
 By Stephen E. Lipscomb
 Its Manager

Book 1106-1777

2005080833 10/05/2005 15:28:49:530

Fee: \$10.00 County Tax: \$44.00

State Tax: \$104.00

2005080833 John R. Brown

Richland County REC

This document is not to scale

0002348

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties LLC, by Stephen E. Lipcomb, its Manager, sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS

3rd day of Oct, 2005

Natalie Dunn (LS)
 Notary Public for South Carolina

Laura McDonald

My Commission Expires 04/28/2014

Grantee's Address 109 Turkey Crossing Road, Elgin SC 29045

Richard County ROD

John G. Morris

This document is not to scale

Instrument 2005080833

Book/Page R1106 1779

Date/Time 10/5/2005 3:28:49 PM

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 2 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc and being dated June 20 2002 and recorded in the Richland County ROD in Book RB727 at Page 2835 and having the same boundaries and measurements as shown on said plat. This conveyance is made subject to all covenants, easements and restrictions of record

TMS R02607-07-02

Derivation This being the same property conveyed to SEL Properties, LLC from Robert E. Cripps II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37 then being conveyed from SEL Properties, LLC to Stoneridge Builders, LLC by deed dated October 5 2004 and recorded in the Richland County ROD in Book 984 at page 2709

Richland County ROD

John D. Morris

This document is not to scale

0002350

Instrument 2008019830

Book/Page R1157 3091

Date/Time 3/22/2008 4:55:47 PM

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
 COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor), of the State of South Carolina, in consideration of the sum of Forty Two Thousand Hundred and no/100 (\$42,000 00) Dollars to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid the receipt whereof is hereby acknowledged, has granted, bargained sold and released and by these Presents, does grant bargain sell and release all of Grantor's right title and interest in the property described below unto Grantee its successors and assigns all of its right, title and interest in and to

Street Address Lot 34 of the Courtyards at Rolling Creek, Phase I

TMS# 02611-06-16

Legal Description See Exhibit "A" attached.

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 the said Grantee its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim the same or any part thereof

Book 1157-3091
 2008019830 03/22/2008 14:58:47:481
 Paid \$19.00 County Tax: \$43.38 State Tax: \$108.20

2008019830 John G. Harris
 Richard County RCD

This document is not to scale

0002351

IN WITNESS WHEREOF the execution hereof this 1st day of March

2006

WITNESSES

Laura McLaughlin
Timothy A. Deane

[Signature] (SEAL)
SEL Properties, LLC
By Stephen E Lipscomb
Its Manager

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC by Stephen E. Lipscomb its manager sign seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution thereof

SWORN TO BEFORE ME THIS

1st day of March 2006

[Signature] (LS)
Notary Public for South Carolina

Laura McLaughlin

My Commission Expires 1/17/2010

Grantee's Address PO Box 11641 Columbia, SC 29211

Instrument: 2006018630

Book/Page: R1157 3093

Date/Time: 3/27/2008 4:56:47 PM

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 34 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc and being dated June 20 2002 and last revised October 18 2002 and recorded in the Richland County ROD in Book RB727 at Page 2835 on November 21, 2002 and having the same boundaries and measurements as shown on said plat

TMS#02611-06-16

Street Address 200 Savannah Branch Trail

Derivation This being the same property conveyed to SEL Properties, LLC from Robert E Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

Richland County ROD

This document is not to scale

Instrument: 2006019828

Book/Page: R1157 3083

Date/Time: 3/2/2006 4:58:47 PM

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

TITLE TO REAL ESTATE

ATTEST:
 A TRUE COPY

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC (hereinafter referred to as Grantor) of the State of South Carolina, in consideration of the sum of Forty Two Thousand Hundred and no/100 (\$42,000 00) Dollars, to it, in hand, paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid the receipt whereof is hereby acknowledged, has granted bargained, sold and released and by these Presents, does grant bargain, sell and release all of Grantor's right, title and interest in the property described below unto Grantee, its successors and assigns, all of its right, title and interest in and to

Street Address Lot 33 of the Courtyards at Rolling Creek Phase I

TMS# 02611-06-17

Legal Description See Exhibit A* attached

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 the said Grantee its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim the same or any part thereof.

Book 1157-3083
 2006019828 00000000 10:58:47 107
 Fee: \$146.00 County Tax: \$48.20 State Tax: \$109.20

2006019828 John S. Smith
 Richland County REC

This document is not to scale

0002354

IN WITNESS WHEREOF the execution hereof this 1st day of March

2006

WITNESSES

Laura McLaughlin
Timothy E. Lipscomb

(SEAL)
SEL Properties, LLC
By: Stephen E. Lipscomb
Its Manager

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC by Stephen E. Lipscomb its manager, sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution thereof

SWORN TO BEFORE ME THIS

1st day of March, 2006

Timothy E. Lipscomb (L.S.)
Notary Public for South Carolina

Laura McLaughlin

My Commission Expires 1/12/2010

Grantee's Address: PO Box 11641, Columbia, SC 29211

Richland County ROD

John D. Morris

This document is not to scale

0002355

EXHIBIT A

All that certain piece parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 33 on a bonded plat of The Courtyards at Rolling Creek, Phase I prepared by Associated E & S Inc and being dated June 20, 2002 and last revised October 18 2002 and recorded in the Richland County ROD in Book RB727 at Page 2835 on November 21 2002 and having the same boundaries and measurements as shown on said plat.

TMS# 02611-06-17

Street Address: 118 Savannah Branch Trail

Derivation: This being the same property conveyed to SEL Properties, LLC from Robert E Cripps II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John G. Morris

This document is not to scale

Instrument: 2008025724

Book/Page: R1164 1617

DateTime: 3/22/2008 10:42:20 AM

ATTEST:
A TRUE COPY
J. D. North
R M C

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) TITLE TO REAL ESTATE

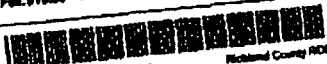
KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC (hereinafter referred to as Grantor) of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 (\$40,000.00) Dollars, to it, in hand, paid on this date by Pomacreek Builders Inc (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release all of Grantor's right, title and interest in the property described below unto Grantee its successors and assigns all of its right, title and interest in and to

Street Address: Lot 41 of the Courtyards at Rolling Creek, Phase I

Legal Description: See Exhibit "A" attached.

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 the said Grantee its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim, the same or any part thereof

Book 1164-1617	Date
2008025724 03/22/2008 10:42:20 AM	
Fee: \$119.00 County Tax: \$44.00	State Tax: \$104.00
	
2008025724 John G. North	
Richland County ADO	

This document is not to scale

0002357

Instrument: 2008025724

Book/Page: R1164 1618

DateTime: 3/22/2006 10:42:20 AM

IN WITNESS WHEREOF the execution hereof this 15th day of March,

2006

WITNESSES

Laura McLaughlin
Kathleen Quinn

Stephen E. Lipscomb (SEAL)
 SEL Properties, LLC
 By: Stephen E. Lipscomb
 Its Manager

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF RICHLAND)

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties LLC, by Stephen E. Lipscomb, its Manager sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution thereof

SWORN TO BEFORE ME THIS

15th day of March, 2006

Kathleen Quinn (L.S.)
 Notary Public for South Carolina

Laura McLaughlin

My Commission Expires 04/28/2014

Grantee's Address: 344 Carola Lane Lexington, SC 29072

This document is not to scale

0002358

Instrument: 2008025724

Book/Page: R1164 1819

Date/Time: 3/22/2006 10:42:20 AM

EXHIBIT A

All that certain piece parcel or lot of land together with any improvements thereon, situate lying and being in the County of Richland State of South Carolina, being known as designated as Lot 41 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc. and being dated June 20 2002 and last revised May 27 2004 and recorded in the Richland County ROD in Book 973 at Page 2813 on 9 of 2004 and having the same boundaries and measurements as shown on said plat.

This conveyance being made subject to all covenants, easements and restrictions of record.

TMS# 02611-06-09

Derivation: This being the same property conveyed to SEL Properties, LLC from Robert E. Cnpps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

GRANTORS ADDRESS 344 CAROLA LANE
LEXINGTON, SC 29072

Richland County ROD

John D. Wiley

This document is not to scale

0002359

Instrument: 2006054378

Book/Page: R1195 1296

Date/Time: 8/20/2006 12:44:10 PM

ATTEST
A TRUE COPY

Book 1195-1296
2006054378 08/20/2006 12:44:10 PM
Fee: \$10.00 County Tax: \$44.00 State Tax: \$104.00

2006054378 John H. Hawks Richard County ROD

R M C

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS THAT SEL Properties, LLC herein referred to as Grantor for and in consideration of the sum of FORTY THOUSAND AND 00/100 (\$40 000 00) Dollars to it paid by Donald W. Allen and Elizabeth A. Allen (As Joint Tenants With Right Of Survivorship) hereinafter referred to as Grantee in the State aforesaid the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee its heirs successors, and assigns forever

All that certain piece, parcel or lot of land with improvements thereon, if any situate lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lot 28 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E&S, Inc. and being dated June 20 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at page 1031 on August 22, 2002 Reference being made to said plat for a more accurate and complete description thereof

Derivation This being a portion of the same piece of property conveyed to SEL Properties, LLC by deed of Robert E. Cripps, II dated September 22, 2000 and recorded in the RMC for Richland County in Deed Book 449 at page 37

TMS# 02607-09-05

This conveyance is made subject to Easements, Restrictions Covenants, and Conditions of record including matters shown on recorded plats.

Grantee 305 Timberhill Court
Columbia, SC 29212

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 the said Grantee his heirs, and assigns forever

AND THE GRANTOR does hereby bind Grantor successors, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee his heirs, and assigns, against Grantor and Grantor successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof

This document is not to scale

0002360

Instrument: 2006054378

Book/Page R1198 1297

Date/Time 6/20/2006 12:44:10 PM

WITNESS our Hand and Seal this 9th day of June, in the year of our Lord 2006

Signed, Sealed and Delivered
in the Presence of:

Witness 1

SEL Properties, LLC

BY
ITS

(SEAL)

Witness 2

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Personally appeared before me the undersigned and made oath that she saw the within named Grantor sign, seal and as its act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that she with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
9th day of June, 2006

Witness 1

Notary Public for the State of South Carolina
My Commission Expires

RE-06-800

Notary Public
State of SC
County of Lexington
My Comm. Expires 7/15/14

Richland County Residential Building Permit

Planning & Development Services

2020 Hampton Street
P O Box 192
Columbia SC 29202

(803) 576 2190 Tel
(803) 576 2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY																		
0503712	08/22/2005	\$	\$																			
LOCATION 103 Summer Branch Ln Richland County SC		SUBDIVISION COURTYARDS @ ROLLING CREEK																				
TMS# 02600-04-02p		LOT 2																				
USEZONE RS-LD	FLOODZONE None	UTILITIES																				
MOBILEDECAL		Electr SCE&G																				
MOBILEMODEL		Sewer Richland County																				
		Gas SCE&G																				
OWNER K and L Contracting	CONTRACTOR K and L Contracting																					
APPLICAN K and L Contracting	Patrick A Kirk																					
SUB-CONTRs	LICENSES																					
Electrical Weaver Systems Inc	General																					
Plumbing Home Service	Electrical																					
Mechanical Crout'S Cooling And Heating	Mechanical																					
	Plumbing																					
DESCRIPTION OF WORK		SETBACKS																				
Single family residence		<table border="1"> <thead> <tr> <th></th> <th>ZONING</th> <th>CUSTOM</th> </tr> </thead> <tbody> <tr> <td>Front</td> <td>25</td> <td>12.5</td> </tr> <tr> <td>Back</td> <td>20</td> <td>10</td> </tr> <tr> <td>Sides</td> <td>5</td> <td>3</td> </tr> <tr> <td>Combined</td> <td>16</td> <td></td> </tr> <tr> <td>Corner</td> <td>12.5</td> <td></td> </tr> </tbody> </table>				ZONING	CUSTOM	Front	25	12.5	Back	20	10	Sides	5	3	Combined	16		Corner	12.5	
	ZONING	CUSTOM																				
Front	25	12.5																				
Back	20	10																				
Sides	5	3																				
Combined	16																					
Corner	12.5																					
NATURE OF WORK		DIMENSIONS																				
New Construction		#STORIES 0																				
		SQUARE FOOTAGE 0 sq Ft																				
REPORT CODE		SINGLE FAMILY ONLY																				
101 New Res Single-family houses attached or detached		#BATHROOMS 0																				
		#BEDROOMS 0																				
		TOTAL ROOMS 0																				
OCCUPANCY TYPE		CONSTRUCTION TYPE																				
R 3 and IRC Residential		VB																				
one and two family																						



This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started. Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Contractor or Authorized Agent

Date

Approved By

Date

08/22/2005

WEBSITE ADDRESS

<http://BuildingDepartment.com/projects>

PERMIT NUMBER

0503712

PERMIT PIN

279618

Save Time & Money with Online Permits and Inspections Go To www.buildingdepartment.com

printed July 6 2007

?? d

0016 64/ FOR

WT

d64 10 / 0 FI 100

0002362

SETTLEMENT STATEMENT

U S Department of Housing
and Urban Development

OMB No 2502 0265

1 ☐ FHA 2 ☐ PMJA 3 ☐ Conv Un ns		6 File Number 2005271 TGQ	7 Loan Number	8 Mortgage Ins Ca e #
4 ☐ VA 5 ☐ Conv In				

C Not Th form is furn sh d to gi e you a tatement of actual ettl ment co ts Amount pa d to and by the Settlement Age t
a e shown Items marked (p o c) w e paid outside the clos ng they are shown here for information purpos s and a e
not included n the ot l

D Name and Address of Borrower K&L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211	E Name and Addr of Seller SEL PROPERTIES LLC PO BOX 11641 COLUMBIA SC 29211	F Nam and Address f Lender BB&T 1901 ASSEMBLY STREET COLUMBIA SC 29201

G Property Location 103 SUMMER BRANCH TRAIL LOT 2 COURTYARDS TMS#02607-07-02	H S ttl ment Agent TIM QUINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN ST COLUMBIA SC 29201	I Settlement Dat 10/3/05 DISB DATE 10/3/05

J Summary of Borrower T nsa t on		R Summary of Seller s Transaction	
100 Gross Amou t Due From Borrower		400 G o Amount Due To Seller	
101 Contract sales price	40,000 00	401 Contract s les p ce	40,000 00
102 Personal property		402 Personalp operty	
103 S ttl m t h rges to be row (l el400)	4,129 60	403	
104		404	
105		405	
Adjustm nt for tems p d by eller n advance		Adju tm nts fo tem paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County t xe to		407 County t xes to	
108 Assessments to		408 Assess m nts to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	44,129 60	420 Gross Amount Due To Seller	40,000 00
200 Amounts Paid By or n Behalf of Borrower		500 Reduction n Amount Due To Seller	
201 Deposit or earnest money	0 00	501 Exce d po t (see in tructions)	0 00
202 Principal amount of new loan(s)	0 00	502 Settlement cha ges to seller (l ne 001)	314 20
203 Existing lo n l) taken subject to		503 Existing loans t ken ubject to	
204 272000 0 CONST LOAN	0 00	504 Payoff of first mortgage loan	
205 1ST DRAW	43,927 15	505 Payoff of second mortg q loan	
206		506	
207		507	
208		508 NBSC PAYOFF	32,000 00
209		509	
Adjustm nts for tems unp d by ell r		Adju tment for tems unp d by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 1/1/05 to 10/3/05	202 45	511 County taxes 1/1/05 to 10/3/05	202 45
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	44,129 60	520 Total Reduct on Amount Due Seller	32,516 65
300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gro Amount due from Borrower (l na 120)	44,129 60	601 Gross amount due to S ller (l ne 420)	40,000 00
302 L e amt pa d by/fo bor owe (lin 220)	44,129 60	602 L e ductio n in amt due seller (lin 520)	32,516 65
303 Ca h ☒ From ☐ To Borrower	0 00	603 C ch ☒ To ☐ From Seller	7,483 35

REPORTER TAX ID #

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service If you are required to file a return a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported This is a substitute form 1099-S

SEL PROPERTIES, LLC TAX ID # 57-1039150

Previous Edit on s Obsolete

HUD 1 (3 86)
RESPA HB A305 2

L Settlement Charges

700	Total Sales/Broker's Commission based on price \$	40,000 00	00		Pa d F om	P id F om
	Divi on of comm s on [line 700] as follow				Bor cwer s	Seller
701	\$	to			Funds at	Funds t
702	\$	to			Settlem nt	S ttlement
703	Comm on pa d at settlement					
704						
800	It m Payable in Connect on W th L an					
801	Loan o gn tion Fee	00	\$	BB&T	2,720 00	
802	Loan Discount		\$			
803	App a al F e		to	CRAINSHAW & HYDRICK	300 00	
804	Cred t report		to			
805	Lend s Inspection Fee					
806	Mortgage Insu ance Appl cat on Fee to					
807	As umption Fee					
808	FLOOD CERT FEF TO BB&T				8 00	
809						
810						
811						
812						
813						
814						
815						
900	It m Required By Lender To Be Pa d In Adv nce					
901	Inte est f m	to	\$	/day		
902	Mortgage Insurance Premium for			months to		
903	Ma ard In ance Prem um for			year o		
904						
905						
1000	Re serves D po t d W th Lender					
1001	Ma a d In u nce	month	\$	per month		
1002	Mortq ge Insu ance	months	\$	pe month		
1003	C ty P ope ty Taxes	mon h	\$	per month		
1004	County Prop rty Taxes	months	\$	p r month		
1005	Annual Assessments	months	\$	p r month		
1006	Flood In u nce	month	\$	pe month		
1007	San ta y Tax	mo ths	\$	pe month		
1008	AGGREGATE ACCOUNTING ADJ	month	\$	per month	0 00	
1100	Title Charq s					
1101	Settlement or clo ng fee	to				
1102	Abst act or title earch	to	PERPETUAL TITLE		75 00	
1103	Title xam ation	to				
1104	T tie insur nce b nder	to	PERPETUAL TITLE		50 00	
1105	Document pr pa t on	o	DOC PREP			150 00
1106	Notary f e	to				
1107	Attorney s fees	to	TIM QUINN, ATTORNEY AT LAW		350 00	
	(includes above item numbers	1101-1107	)			
1108	Title n u n e	to	PERPETUAL TITLE		576 00	
	(includes above item numbers	/	)			
1109	Lend r s cov rage	\$	272,000 00			
1110	Owner s cov rage	\$	40,000 00			
1111						
1112						
1113						
1200	Government Reco d ng and Tr nsfer Charges					
1201	Recording fees Deed \$	10 20	Mortgage \$	25 20	Release \$	16 20
1202	City/county tax/stamps Deed \$		Mortgage \$			
1203	State tax/ stamps Deed \$	148 00	Mortgage \$	00		148 00
1204	RECORD SURVEY				15 20	
1205						
1300	Add tional Settlement Charges					
1301	Surv y to					
1302	Pe t n p ction to					
1303						
1304						
1305						
1400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				4,129 60	314 20

I ha e ca fully vied the HUD-1 Settlement Statement and to the b st of my knowledge and belief t s a tru and accu t stat ment of all c pts and d bursments made on my account o by me in this transact on I further certify that I have received a copy of the HUD 1 Settlement Statement

K&L CONTRACTING LLC

SEL PROPERTIES LLC

Bo ow

S illers

The HUD-1 Settlement Statement wh ch I h ve pr p d s a t u and a cur t acc unt of th t ansaction I h e cau ed or will cause the funds to be disburs ed n cco dance with this tatem nt

Settlement Agent: TIM QUINN ATTORNEY AT LAW

Date: 10/3/05

WARNING: It a c me to know ngly make f lse statements to the United States on this or any other similar form P nalt es upon conviction can include a fine o mpris onment For deta ls ee T tie 18 U S Code Section 1001 nd Sect on 1010

A SETTLEMENT STATEMENT

U S Department of Housing
and Urban Development

OMB No 2502 0265

B Type of Loan		6 File Number		7 Loan Number	8 Mortgage Insurance Case #
1 ☐ FHA 2 ☐ FmHA 3 ☐ Conv Unins	4 ☐ VA 5 ☐ Conv Ins	2005271 TGO			

C Note This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the Settlement Agent are shown. Items marked (p o c) were paid outside the closing they are shown here for information purpose and are not included in the totals.

D Name and Address of Borrower K&L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211	E Name and Address of Seller SEL PROPERTIES, LLC PO BOX 11641 COLUMBIA, SC 29211	F Name and Address of Lender BB&T 1901 ASSEMBLY STREET COLUMBIA, SC 29201

G Property Location 103 SUMMER BRANCH TRAIL LOT 2 COURTYARDS TMS#02607-07-02	H Settlement Agent TIM QUINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN ST COLUMBIA, SC 29201	I Settlement Date 10/3/05 DISB DATE 10/3/05

J Summary of Borrower's Transaction		K Summary of Seller's Transaction	
100 Gross Amount Due From Borrower	40,000 00	400 Gross Amount Due To Seller	40,000 00
101 Contract sales price		401 Contract sales price	
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	4,129 60	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	44,129 60	420 Gross Amount Due To Seller	40,000 00
200 Amounts Paid By or in Behalf of Borrower		500 Reduction in Amount Due To Seller	
201 Deposit or earnest money	0 00	501 Escrow deposit (see instruction)	0 00
202 Principal amount of new loan(s)	0 00	502 Settlement charges to seller (line 1400)	314 20
203 Existing loan(s) taken subject to		503 Existing loans taken subject to	
204 272000 0 CONST LOAN	0 00	504 Payoff of first mortgage loan	
205 1ST DRAW	43,927 15	505 Payoff of second mortgage loan	
206		506	
207		507	
208		508 NBSC PAYOFF	32,000 00
209		509	
Adjustment for item unpaid by seller		Adjustments for item unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 1/1/05 to 10/3/05	202 45	511 County taxes 1/1/05 to 10/3/05	202 45
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	44,129 60	520 Total Reduction Amount Due Seller	32,516 65
300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gross Amount due from Borrower (line 120)	44,129 60	601 Gross amount due to Seller (line 420)	40,000 00
302 Less amt paid by/for borrower (line 220)	44,129 60	602 Less reduction in amt due seller (line 520)	32,516 65
303 Cash ☒ From ☐ To Borrower	0 00	603 Cash ☒ To ☐ From Seller	7,483 35

REPORTER TAX ID #

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. This is a substitute form 1099-S.

SEL PROPERTIES, LLC TAX ID # 57-1039150

Obsolete Edition

HUD-1 (3-86)
RESPA HB 4305 2

7446

0002365

L Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700	Total Sales/Broker's Commission based on price \$	40,000 00	00		
Division of commission (line 700) as follows					
701	\$	to			
702	\$	to			
703	Commission paid at settlement				
704					
800	Item Payable in Connection with Loan				
801	Loan origination fee	00	BB&T	2,720 00	
802	Loan Discount				
803	Appraisal fee		CRAINSHAW & HYDRICK	300 00	
804	Credit report				
805	Lender's inspection fee				
806	Mortgage Insurance Application Fee to				
807	Assumption Fee				
808	FLOOD CERT FEE TO BB&T			8 00	
809					
810					
811					
812					
813					
814					
815					
900	Items Required By Lender To Be Paid In Advance				
901	Interest from	to	\$ /day		
902	Mortgage Insurance Premium for		months to		
903	Hazard Insurance Premium for		years to		
904					
905					
1000	Reserves Deposited with Lender				
1001	Hazard Insurance	months \$	per month		
1002	Mortgage Insurance	months \$	per month		
1003	City Property Taxes	months \$	per month		
1004	County Property Taxes	months \$	per month		
1005	Annual Assessments	months \$	per month		
1006	Flood Insurance	months \$	per month		
1007	Sanitary Tax	months \$	per month		
1008	AGGREGATE ACCOUNTING ADJ	months \$	per month	0 00	
1100	Title Charge				
1101	Settlement or closing fee	to			
1102	Abstract or title search	to	PERPETUAL TITLE	75 00	
1103	Title examination	to			
1104	Title insurance binder	to	PERPETUAL TITLE	50 00	
1105	Document preparation	to	DOC PREP		150 00
1106	Notary fees	to			
1107	Attorney's fees	to	FIM QUINN, ATTORNEY AT LAW	350 00	
	(includes above item number 1101-1107)				
1108	Title insurance	to	PERPETUAL TITLE	576 00	
	(includes above item numbers)				
1109	Lender's coverage	\$	272,000 00		
1110	Owner's coverage	\$	40,000 00		
1111					
1112					
1113					
1200	Government Recording and Transfer Charges				
1201	Recording fees Deed \$	10 20	Mortgage \$ 25 20	Releases \$ 16 20	35 40 16 20
1202	City/county tax/stamps Deed \$		Mortgage \$		
1203	State tax/stamps Deed \$	148 00	Mortgage \$	00	148 00
1204	RECORD SURVEY			15 20	
1205					
1300	Additional Settlement Charges				
1301	Survey to				
1302	Past assessment to				
1303					
1304					
1305					
1400	Total Settlement Charges (note on lines 103, Section J and 502, Section R)			4,129 60	314 20

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.


K&L CONTRACTING LLC


BEL PROPERTIES LLC

Borrower

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.


Settlement Agent: TIM QUINN, ATTORNEY AT LAW

Date: 10/3/05

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

A 1 U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B TYPE OF LOAN 1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV UNINS 4 ☐ VA 5 ☐ CONV INS 6 FILE NUMBER RE-05-879 7 LOAN NUMBER 4362781 8 MORTGAGE INS CASE NUMBER	

C NOTE This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D NAME AND ADDRESS OF BORROWER Alfred L. Coleman and Lucille Coleman	E NAME AND ADDRESS OF SELLER K&L Contracting, LLC	F NAME AND ADDRESS OF LENDER Three Rivers Mortgage Inc 144 Leisure Lane Columbia, SC 29210
G PROPERTY LOCATION Richland County South Carolina Lot 2 Rolling Creek Ph IV	H SETTLEMENT AGENT 57-0999504 The Harrell Law Firm PLACE OF SETTLEMENT 118 Columbia Avenue Chapin SC 29036	I SETTLEMENT DATE August 1 2005

J SUMMARY OF BORROWER'S TRANSACTION		K SUMMARY OF SELLER'S TRANSACTION	
100 GROSS AMOUNT DUE FROM BORROWER		400 GROSS AMOUNT DUE TO SELLER	
101 Contract Sales Price	380 300 00	401 Contract Sales Price	380 300 00
102 Personal Property		402 Personal Property	
103 Settlement Charges to Borrower (Line 1400)	8 467 33	403	
104		404	
105		405	
Adjustments For Items Paid By Seller in advance		Adjustments For Items Paid By Seller in advance	
106 City/Town Taxes to		406 City/Town Taxes to	
107 County Taxes to		407 County Taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 GROSS AMOUNT DUE FROM BORROWER	388 767 33	420 GROSS AMOUNT DUE TO SELLER	380 300 00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500 REDUCTIONS IN AMOUNT DUE TO SELLER	
201 Deposit or earnest money	2 000 00	501 Excess Deposit (See Instructions)	
202 Principal Amount of New Loan(s)	280 000 00	502 Settlement Charges to Seller (Line 1400)	22 614 27
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff of first Mortgage to South Carolina Bank an	243 185 76
205 Incoming Funds from	62 743 86	505 Payoff of second Mortgage	
206 Candant Mobility		506 Deposit retained by broker	2 000 00
207		507	
208		508	
209		509	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
210 City/Town Taxes to		510 City/Town Taxes to	
211 County Taxes 01/01/05 to 08/02/05	204 80	511 County Taxes 01/01/05 to 08/02/05	204 80
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 TOTAL PAID BY/FOR BORROWER	364 948 66	520 TOTAL REDUCTION AMOUNT DUE SELLER	267 984 83
300 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER	
301 Gross Amount Due From Borrower (Line 120)	388 767 33	601 Gross Amount Due To Seller (Line 420)	380 300 00
302 Less Amount Paid By/For Borrower (Line 220)	(364 948 66)	602 Less Reductions Due Seller (Line 520)	(267 984 83)
303 CASH (X FROM) (TO) BORROWER	23 818 67	603 CASH (X TO) (FROM) SELLER	112 315 17

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein. I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Borrower: Alfred L. Coleman
Lucille Coleman
Lucille Coleman

Seller: K&L Contracting, LLC
BY: Larry C. Cooke
Larry C. Cooke

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

The Harrell Law Firm
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

L SETTLEMENT CHARGES

700	TOTAL COMMISSION Based on Price		\$ 380,300.00 @ 6.0000 %	22,818.00		
	Division of Commission (line 700) as follows:					
701	\$ 11,409.00	to	Dutch Fork Realty			
702	\$ 7,415.85	to	Jerry Fowler and the Results Team	Less Deposit Retained	2,000.00	
703	Commission Paid at Settlement					16,824.85
704	Referral Fee to Candant Mobility					3,993.15
	Note: Line 702 includes Adjustment of 3,993.15 For Referral Fee to Candant					
800	ITEMS PAYABLE IN CONNECTION WITH LOAN					
801	Loan Origination Fee	1.0000 %	to	Three Rivers Mortgage, Inc.		2,800.00
802	Loan Discount	%	to			
803	Appraisal Fee		to	Three Rivers Mortgage, Inc.		300.00
804	Credit Report		to	Three Rivers Mortgage, Inc.		27.00
805	Underwriting Fee		to			
806	Tax Service Fee		to			
807	Flood Certification Fee		to			
808	Lenders Inspection Fee		to	Three Rivers Mortgage, Inc.		75.00
809	Table Funding (Admin) Fee		to	Ohio Saving Bank		250.00
810	Loan Set Up Fee		to	Ohio Savings Bank		240.00
811	Yield Spread Premium		to	Three Rivers Mortgage, Inc.	POC \$344.40 L	
812	Admin Fee		to	Three Rivers Mortgage, Inc.		33.00
813	Processing Fee		to	Three Rivers Mortgage, Inc.		75.00
814	VOE		to	Three Rivers Mortgage, Inc.		24.00
815						
816						
817						
818						
819						
820						
900	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901	Interest From	08/01/05	to	09/01/05	@ 5 /day (31 days A)	
902	Mortgage Insurance Premium for	months	to			
903	Hazard Insurance Premium for	10 years	to	Independent Insurance		657.00
904						
905						
1000	RESERVES DEPOSITED WITH LENDER					
1001	Hazard Insurance	2,000 months @ \$	54.75 per month			109.50
1002	Mortgage Insurance	months @ \$	per month			
1003	City/Town Taxes	months @ \$	per month			
1004	County Taxes	10,000 months @ \$	210.52 per month			2,105.20
1005	Assessments	months @ \$	per month			
1006		months @ \$	per month			
1007		months @ \$	per month			
1008	Aggregate Adjustment	months @ \$	per month			219.05
1100	TITLE CHARGES					
1101	Settlement or Closing Fee		to			
1102	Abstract or Title Search		to	True Title, LLC		195.00
1103	UPS FEE (Docs)		to	The Harrell Law Firm		15.00
1104	Title Insurance Binder		to	Three Kings Title Insurance Agency		100.00
1105	Document Preparation		to	The Harrell Law Firm		125.00
1106	ALTA Endorsements		to	Three Kings Title Insurance Agency		
1107	Attorney's Fees		to	The Harrell Law Firm		425.00
	(includes above item numbers)					
1108	Title Insurance		to	Three Kings Title Insurance Agency		995.10
	(includes above item numbers)					
1109	Lender's Coverage	\$	280,000.00	75.00		
1110	Owner's Coverage	\$	380,300.00	920.10		
1111	Copies, Postages, Fax Fees		to	The Harrell Law Firm		35.00
1112	UPS Fee (Loan Package)		to	The Harrell Law Firm		25.00
1113	UPS Fee (Payoff)		to	The Harrell Law Firm		25.00
1200	GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201	Recording Fees Deed	\$ 10.00	Mortgage	\$ 24.00	Releases \$	34.00
1202	City/County Tax/Stamp	Deed		Mortgage		
1203	State Tax/Stamp	Revenue Stamp		1,407.85	Mortgage	1,407.85
1204	Satisfactions		to	Richland County Register of Deeds		5.00
1205	Assignment					
1300	ADDITIONAL SETTLEMENT CHARGES					
1301	Survey		to			
1302	Pest Inspection		to			
1303	HVAC					
1304	2005 HOA Dues		to	Rolling Creek Homeowner's Association		166.58
1305	Water and Sewer					233.42
1400	TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)					8,467.33
						22,614.27

By signing page 1 of this statement, the signatories acknowledge receipt of completed copy of page 2 of this two page statement.
 Certified to be a true copy



JERRY FOWLER & the Results Team REALTORS

1515 Burnette Drive Columbia, South Carolina 29210 Office: (803)798-0555 Fax: (803)798-9253
Email: jerry@jerryfowler.com Website: www.jerryfowler.com



CONTRACT OF SALE Revised January 2005

Agency Confirmation Purchaser and Seller acknowledge that a S.C. Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to its presentation and serves as written confirmation to the agreed upon agency status.

1. DATE

A contract to purchase is offered this 15 day of June year 2005
by Alfred Lewis and Lucille Coleman Purchaser(s)
to Kland L Contracting LLC Seller(s)

2. PROPERTY DESCRIPTION

Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land, with the buildings and improvements thereon if any located in Richland County South Carolina, and being described as follows:

Street City Irmo, SC Zip 29063

TMS# 02811-04-37 P 384.5 Subdivision Rolling Creek Phase IV, Lot 2

3. PRICE

SALES PRICE \$ 255,000.00 to be paid as follows

A. \$ 2,000.00
B. \$
C. \$ 98,000.00
D. \$ 253,000.00

Earnest money paid by cash ☒ check ☐ other
Hold in trust by Jerry Fowler and the Results Team
Additional earnest money to be deposited with
prior to
Balance of down payment at closing is to be in the form of a cashier's check or certified funds.
Loan amount (type marked below) to be obtained by Purchaser

4. FINANCING

A. Financing shall be ☐ FHA ☐ VA (see addendum for FHA/VA) ☒ CONVENTIONAL ☐ SELLER.
☐ CASH (no financing required) ☐ LOAN ASSUMPTION (see addendum for loan assumption)
OTHER TERMS
B. If seller financing is included in the financing of this property, Selling Broker and/or Listing Broker and Their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest Seller determine for himself that Purchaser's credit is satisfactory.
C. In a cash transaction Purchaser agrees to provide Seller or Seller's Agent within ten (10) business days of acceptance of the contract, written verification of sufficient and available funds for the specified date of closing. Purchaser's failure to comply shall constitute a default under this contract.
D. This contract is contingent on the property appraising, according to the Lender's appraisal or other appraisal as agreed for the selling price or more.

5. CLOSING COSTS DISCOUNT POINTS

If a new loan is obtained, Purchaser's closing costs to be paid by the Purchaser
and the Purchaser's prepaid items paid by the Purchaser
PMI, FHA-MIP, VA, or Rural Housing Funding/Guarantee Fee to be paid by N/A
☐ To be financed Discount Points (if any) to be paid by the N/A
If Seller pays closing costs prepaid items (PMI, FHA-MIP, VA or Rural Housing Funding/Guarantee Fee) and/or discount points on behalf of Purchaser Seller will pay allowable and nonallowable costs of Purchaser not to exceed \$ N/A

6. LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES

Purchaser agrees to apply for financing as stated above from the Lender of his choice, and to provide Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and any required funds advanced for credit report and appraisal. Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner. Purchaser's failure to apply as required above shall constitute a default under this contract. Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents. If loan is rejected by initial lender, Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to void contract. Contract is contingent upon above financing. If loan cannot be obtained, earnest money will be refunded to Purchaser after earnest money check has cleared the bank.

Purchaser's Initials AL/LC DATE 6-15-05 HAVE READ THIS PAGE. Sellers Initials PK DATE 6-15-05 HAVE READ THIS PAGE.

**7. ADDITIONAL
CONTINGENCIES**

☐ Complete the sale and closing of purchaser's property located at N/A. It is further agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this contract remains in effect. Should Seller be presented another contract, and if accepted this contract will be voided without notification to the Purchaser or Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank. Purchaser or Purchaser's Agent will be notified of this contract being voided as soon as possible. For Purchaser to remove this contingency Purchaser must provide documentation to Seller or Seller's Agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed. Upon the Purchaser's acceptance of a bona fide contract, clear of contingencies other than financing the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property. Any documentation regarding the sale of Purchaser's property to be furnished upon request.

☐ Complete at the closing of the sale of Purchaser's property currently under contract, on or before N/A. Property is located at N/A. All documentation pertaining to this sale will be provided by Purchaser upon request.

☐ Other _____

8. INSPECTIONS

A. Home Inspection 5 DAYS AKA THE CO HAS BEEN RECEIVED
The Listing and Selling Broker(s) recommend that Purchaser obtain a home inspection. Purchaser has the right within ten (10) business days after acceptance of contract, to have home inspected by qualified professional inspectors of his choice including a professional qualified to inspect for hazardous substances. Expenses of home inspections to be paid by Purchaser. If Seller does not receive Purchaser's written response to the inspection(s) and a copy of the inspection(s) report within the same (10) business day period, Section 8A is nullified in its entirety.

(1) Purchaser has the option of accepting the property in current condition as referenced by the inspection report(s) otherwise Purchaser must notify the Seller or Seller's Agent in writing by signed addendum specifying the defects or conditions Purchaser expects the Seller to remedy. Addendum must be accompanied by a copy of the home inspection report.

(2) Seller has three (3) business days to accept or reject Purchaser's home inspection repair addendum.

(a) If Seller accepts addendum, Purchaser agrees to complete this sale according to the terms and conditions of this contract.

(b) If Seller modifies addendum, Purchaser has two (2) business days from receipt of Seller's written counterproposal to notify Seller or Seller's Agent of his acceptance of Seller's counterproposal and agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void.

(c) If Seller rejects addendum, Purchaser has two (2) business days from receipt of Seller's rejection to notify Seller or Seller's Agent in writing that Purchaser agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void.

(3) Purchaser's failure to notify Seller or Seller's Agent in writing of any defect found by the home inspection within the time limits herein provided or Purchaser's acceptance of deed at closing shall constitute Purchaser's full acceptance of the condition of the property and a waiver of Purchaser's right to object to any defects found by the home inspection(s).

B. Termites Inspection
Notwithstanding the provisions of Section 8A, ☒ Purchaser ☐ Seller shall, at his expense, furnish a current certification from a licensed and bonded exterminator stating that the herein described property excluding detached garages, detached buildings, and detached structure(s) of every kind is free and clear of termites, water and fungus damage or other wood destroying organisms. If any such damage or infestation is found and inspector recommends treatment and/or repairs, the Seller agrees to have it corrected at his expense prior to closing.

C. Heating & Air Inspection
Notwithstanding the provisions of Section 8A, ☒ Purchaser ☐ Seller shall furnish, at his expense, a letter from a heating and air conditioning contractor stating that heating and air conditioning (if applicable) systems are in satisfactory working order. Seller agrees to have any required repairs corrected at his expense prior to closing. Above mentioned not guaranteed for any period of time after closing.

D. Lead-Based Paint Inspection
If this home was built prior to 1978, it may contain lead-based paint. The contract is contingent upon a lead-based paint inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense within the time limit on the term (10) business days after acceptance of this contract. The contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's Agent) delivers to the Seller (or Seller's Agent) a written contract addendum listing the specific existing deficiencies, corrections needed, and the inspection and/or risk assessment report within the above time limit. The Seller may, at the Seller's option, elect in writing whether to correct this condition(s) prior to settlement. If the Seller does not elect to make the repairs, the Purchaser may remove this contingency and take the property in inspection report(s) condition within the above time limit or this contract will become void. The Purchaser may remove this contingency at any time without cause.

If this home was built prior to 1978, a "Disclosure of Information and Acknowledgement Lead-Based Paint and/or Lead-Based Paint Hazards" is hereby made an addendum to this contract and must be signed by both Purchaser and Seller.

*Soil
Treatment
Letter*

Purchaser's Initials AK/AC DATE 4/5/05 HAVE READ THIS PAGE. Sellers Initials AK DATE 4/5/05 HAVE READ THIS PAGE.

3. CONDITION OF
PROPERTY

(A) Except as provided in below paragraphs of this section, Seller gives no guarantee of warranty of any kind express or implied and has made no representation as to the physical condition of the property or the existence of improvements, services, appliances or systems thereof or as to merchantability or fitness for a particular purpose as to the property or improvements thereof and any implied warranty is hereby disclaimed by the Seller.

(B) The Seller warrants the heating air conditioning, plumbing and electrical systems, well and/or septic systems and all appliances to be in operative condition on the day of closing or the day possession is given, whichever occurs first.

(C) After any inspection by Purchaser and after repairs, if any made as a result of any such inspection, the Seller agrees to maintain the property including yard maintenance, heating and air conditioning, plumbing and electrical systems, and all appliances. All appliances and items to be conveyed are to remain in proper operative condition, normal wear and tear excepted until the day of closing or the day possession is given, whichever occurs first. Seller warrants that to the best of his knowledge, information, and belief there are no conditions in the residence which would adversely affect the value when conditions are hidden by furniture, fixtures, rugs, or window treatments currently in place on the property.

(D) Seller represents that the property is connected to ☒ public/community sewer system or to ☐ a septic tank, and to ☒ public/community water system, or to ☐ well system and ☐ is located in a flood zone or ☒ is not located in a flood zone.

(E) Seller warrants that the property ☒ is or ☐ is not subject to a mandatory association fee (i.e. homeowner's association/region or otherwise). If property is subject to a mandatory fee, the fee is \$ 400 per year and the fee ☐ is or ☐ is not current. Purchaser ☐ has ☒ has not received a copy of restrictions/covenants if applicable.

(F) Seller represents that the property ☐ is or ☒ is not subject to a special assessment of any governing body including but not limited to a homeowner's association or region or otherwise. If the property is subject of a special assessment, the assessment ☐ has or ☐ has not been paid.

(G) ☐ Purchaser and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws has been provided to Purchaser by Seller prior to the ratification of this agreement. ☒ Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws.

10. CONVEYANCE
DATE OF
CLOSING

Conveyance shall be made subject to all easements and covenants on record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances, except as herein stated. All statutory deed transfer fees shall be the responsibility of Seller. Purchaser shall pay for recording of deed. The deed shall be prepared in the name of Alfred Lewis and Lucille Coleman and delivered to stipulated place of closing. This transaction shall be closed on or before July 22, 2009 August 1/09 PK 1/09

11. POSSESSION

The Seller will be obligated to give possession and vacate the herein described property at closing. Seller agrees to deliver the property free of debris in clean condition with landscaping maintained. Seller shall give Purchaser access to the herein described property for the purpose of a walk through inspection within twenty four (24) hours prior to closing. Seller will also maintain all utilities (water, gas, electric, and sewer) until closing for the purpose of a final walk-through and home inspection.

12. FIXTURES AND
PERSONAL
PROPERTY

This sale includes all fixtures, equipment and improvements of any kind which now exist and are attached to or planted on the premises, such as shrubbery, trees, fences, shutters, blinds, lamp posts, mail boxes, TV antennas, satellite dishes, Seller-owned security systems, clothes-line poles, curtain/drapery rods, ceiling fans, attached mirrors, light bulbs, switch plates, duct covers, and built-ins, such as equipment, appliances, cabinets, furniture, and shelves unless otherwise agreed herein. (Other items may be sold separately by bill of sale.)

13. REMARKS

Other conditions:

If the house is not closed by the above date builder to cover temporary housing and storage not to exceed \$150 per day.

House allowances to be as per attached Addendum "A"

See attached Addendum "B"

14. ADJUSTMENTS

Taxes, water, sewer charges, fuel oil, propane, electricity, natural gas, rents when applicable and all other assessments including homeowner's association fees, region fees or title fees shall be adjusted as of the date of closing. Tax proration pursuant to this contract are to be based on the tax information available or projected on the date of closing are to be prorated on that basis unless otherwise stipulated in this contract.

Purchaser's Initials AK/LL DATE 6-18-09 HAVE READ THIS PAGE. Sellers Initials PK DATE 6/15/09 HAVE READ THIS PAGE.

3 of 6

15. FIRE OR CASUALTY

In case the property is damaged wholly or partially by fire or casualty prior to delivery of deed, Purchaser or Seller shall have the right for ten (10) business days after notice of such damage to terminate this contract. Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder. If neither Purchaser nor Seller elects to terminate the contract, the parties shall proceed according to the terms of the contract.

16. DEFAULT

If the Purchaser shall default under this contract, the Seller shall have the option of suing for damages or rescinding this contract. In the event the contract is rescinded, one-half of the earnest money shall then be paid to the Broker(s) not to exceed the commission due such Broker, and the remaining balance of earnest money shall be paid to the Seller. Upon default by the Seller, the Purchaser shall have the option of suing for damages or specific performance, or rescinding this contract. Upon default by the Seller if the Purchaser elects to rescind this contract, he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Seller of actual costs incurred including but not limited to credit report, appraisal fee, survey and cost of title examination. In any action to enforce the provisions of this contract, the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney's fees.

17. MEDIATION

Any dispute or claim arising out of or relating to this contract, the breach of this contract or the services provided in relation to this contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Purchaser(s), Seller(s) or any real estate broker or any other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this contract pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any contract signed by the parties pursuant to the mediation conference shall be binding. South Carolina Code Ann. Section 15-48-10, et seq. shall not apply to this contract.

**18. ENTIRE CONTRACT
BINDING
CONTRACT**

The parties agree that this written contract expresses the entire agreement between the parties and that there is no other agreement, oral or otherwise, modifying the terms hereunder and that the contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

19. EARNEST MONEY

Broker does not guarantee payment of check or checks accepted as earnest money. Earnest money is to be promptly deposited in Broker's escrow account, upon acceptance by both parties of contract. In the event of any action wherein Broker is made a party by virtue of acting as escrow agent, or in any action wherein the funds held in escrow by Broker are subject to an action in the nature of interpleader, and Broker is made a party, Broker shall be entitled to recover reasonable Attorney's fees and court cost, the same to be charged and assessed against the Purchaser(s) or Seller(s) or both as the court may decide.

"The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account. Purchaser agrees to and understands that he has been informed of his right to ownership of the interest but relinquishes to the broker by this written agreement said right of ownership. The earnest money so noted [] will [] will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker.

**20. SURVEY TITLE
EXAMINATION
INSURANCE**

The Listing and Selling Broker(s) and their Agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage, including that required by the lender, effective with the time of closing.

**21. EXTENSION OF
AGREEMENT**

Time is of the essence. If Purchaser or Purchaser's Agent has provided written loan commitment but not closed within the stipulated time limit of this contract, both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date. In a cash transaction if terms and conditions of section 4C have been met, both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date.

22. BROKERAGE FEE

All real estate brokerage fees as specified in the Listing Agreement and in the Buyer's Brokerage Representation Agreement, if applicable, are earned upon the acceptance of this offer and are due payable at the time of closing subject to any contingencies specified herein.

**23. NON-RESIDENT
TAX**

Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

**24. HOME WARRANTY
COVERAGE**

Both parties understand that a home warranty [] will [] will not be provided at closing. If applicable, the warranty premium will be paid at closing by the _____ in the amount of \$ _____ and provided by Builder Home Warranty Company and written through the Builder Broker.

**25. EXPIRATION OF
OFFER**

This offer from Purchaser shall be withdrawn at _____ o'clock _____ m. (ET) on _____ unless accepted or countered by Seller in written form prior to such time.

26. FAX

Both Purchaser and Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract.

27. SURVIVAL

If any provision herein contained which by its nature and effect is required to be observed, kept, or performed after the closing, it shall survive the closing and remain binding upon and for the parties hereto until fully observed, kept, or performed.

Purchaser's Initials AK WPC DATE 6-15-05 HAVE READ THIS PAGE. Sellers Initials PK DATE 6/15/05 HAVE READ THIS PAGE.

28. DEFINITIONS

In this contract, a single business day is defined as a twenty (24) hour period, beginning at the time of acceptance of this contract, excluding Saturdays, Sundays and South Carolina legal holidays.

29. HUD CLOSING STATEMENT RELEASE

Seller and Purchaser authorize the closing attorney to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction.

30. MEGAN'S LAW

The Purchaser and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Purchaser agrees that the Purchaser has the sole responsibility to obtain any such information. The Purchaser understands that Sex Offender Registry information may be obtained from the appropriate law enforcement officials.

31. DISCLAIMER

The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s): (A) Give no warranty of any kind, express or implied as to the physical condition of the property or as to condition of or existence of improvements, services or systems, thereto, including but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems or to the structure; (B) Give no warranty, express or implied, concerning the condition of the property any matters which would be reflected by a current survey of the property or the accuracy of the square footage heated or unheated; (C) Give no warranty, express or implied, as to title; (D) Give no warranty, express or implied, as to the fitness for a particular purpose of the property or improvements thereto; (E) Give no warranty, express or implied, that the property being purchased is in compliance with all necessary zoning ordinances and restrictions; (F) Give no warranty, express or implied as to projected income, value or other possible benefits to the Purchaser.

This is a legally binding contract. Purchaser and Seller should seek legal advice if the contents are not understood. Both Purchaser and Seller acknowledge the receipt of a copy of this contract.

IN WITNESS THEREOF this contract has been duly executed by the parties hereto

Witness as to Purchaser	<u>Arnell Coleman</u>	<u>6/15/05</u>	<u>256 88-6896</u>
	Purchaser	Date	SSN
Witness as to Purchaser	<u>Arnell Coleman</u>	<u>6-15-05</u>	<u>00546-5797</u>
	Purchaser	Date	SSN
Witness as to Seller	<u>[Signature]</u>	<u>6/15/05</u>	
	Seller	Date	SSN
Witness as to Seller			
	Seller	Date	SSN
D Melton	Dutch Fork Realty 622 2080 Cell	(803) 949-8100	
Listing Agent	Office	Telephone Number	
Jerry Fowler	Jerry Fowler and The Results Team	(803) 798-0555	
Selling Agent	Office	Telephone Number	

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT _____ O'CLOCK _____ M (ET) ON _____ (DATE).

The ☐ BUYER ☐ SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING READING AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM



EXCLUSIVE RIGHT TO SELL CONTRACT



A EMPLOYMENT In consideration of the covenants herein contained (herein called OWNER) and Dutch Fork Realty LLC (herein called BROKER/LISTING FIRM) agree as follows For the period of time beginning on 20 and ending at midnight on 20 Ownr hereby grants to Broker the sole and exclusive right to sell the real property known as 105 SUMMER BRANCH LANE IRMO SC 29063 Lot 3 Broker hereby accepts employment as the

sole and exclusive agent of the Owner to sell the property subject to the following terms and conditions
B RECOGNIZING THAT PROFESSIONAL REPRESENTATION OF BOTH A BUYER AND A SELLER IS CRITICALLY IMPORTANT IN ANY REAL ESTATE TRANSACTION NO PROPERTY SHALL BE LISTED WITH THE CMLS UNLESS THE AGREEMENT BETWEEN THE SELLER AND THE LISTING FIRM EXPRESSLY REQUIRES ACTIVE INVOLVEMENT BY THE LISTING FIRM IN THE MARKETING SALE AND CLOSING OF THE PROPERTY FAILURE TO ABIDE BY THIS PRECEPT SHALL CAUSE A PROPERTY TO BE DE LISTED AND MAY SUBJECT THE LISTING FIRM/COMPANY TO EXPULSION FROM CMLS

C SALE PRICE Said property is hereby listed to sell for the gross sale price of \$ 347,000 or for such other price or upon such other terms (including exchange) to which owner may subsequently agree during the authorization period Owner agrees to pay Broker a fee of 6%

computed upon the gross sales price in any of the following events (1) the closing of a sale of the property during the authorization period or as a result of a contract secured during the authorization period or (2) The signing by Owner of a valid contract to sell the property but Owner fails or refuses to complete the sale as agreed or (3) The presentation to Owner of a valid and a bona fide written offer to purchase the property which complies with the terms and conditions specified herein A contract will be deemed to comply with the terms and conditions hereof if the offered contract is for at least the listing price stated herein is non-contingent and is on a lot adopted or recommended by a local Board of Realtors or substantially similar to the fee will be due to Broker even if the Owner sells or obtains the contract to sell the property during the authorization period or from a purchaser introduced to the property during the authorization period This protection period for the Broker beyond the authorization period will be automatically terminated if the Owner enters into a listing agreement with another Broker during the protection period The fee will be due to the Broker not later than the closing date called for in any contract to sell the property or any extension thereof or upon demand if Owner refuses to accept and/or execute a contract which complies with the terms and conditions hereof Owner agrees to pay the costs and expenses including attorney's fees incurred by Broker as a result of enforcing the provision of this agreement The owner shall pay at closing the real estate commission a fee for preparing the deed the deed stamps required on the deed recording of said fact on and prorated taxes as of the day of closing The term sale shall include any exchange swap or trade of the herein described property

D MARKETING THE PROPERTY The Broker has the option but is not required to continue marketing the property after an offer has been accepted Owner may terminate this option by giving written notice to Broker Owner understands and agrees that by placing the listing in the Consolidated Multiple Listing Service the listing will be transmitted electronically and made available via the Internet to the public at large and agrees to indemnify and hold Broker and CMLS harmless from any claim loss or damage arising therefrom Send to Internet yes ☒ no ☐ (1st one)

E CALL FAX E MAIL Seller agrees to allow any Agent/Member to call e-mail or fax information regarding the sale of their property

F INQUIRIES Owner agrees to inform Broker of any inquiries or negotiations concerning the sale of the property

G PROPERTY INFORMATION Owner agrees to furnish Broker with complete and reliable information about the ownership and operation of the property and any encumbrances or liens affecting the property Owner warrants that to his knowledge there are no material defects hidden or obvious in or on the property which have not been disclosed to Broker in writing Owner further warrants that he has reviewed the information on the profile sheet attached to and made a part of this Agreement and that all such information is accurate to the best of his knowledge Owner hereby authorizes anyone having a lien against the property to disclose complete information about the lien to Broker

H PERSONAL PROPERTY The real estate described herein includes all fixtures equipment and improvements of any kind which are now attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas clothes line poles curtain/drapery rods ceiling fans attached mirrors and light bulbs as well as all built ins such as equipment appliances cabinets furniture and shelves unless otherwise agreed herein Personal property to be transferred to the Buyer at no extra cost is as follows

I DISCLOSURE OF INFORMATION Latent Defects Owner authorizes Broker to disclose pertinent information about the property to his agents subagents prospective purchasers and all inquiring parties Such disclosure shall be in the manner or form customary in the marketplace Owner agrees to disclose now to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view and to indemnify and hold Broker harmless from any costs claims liabilities or damages (including the cost to defend any alleged claims) arising from the Owner's failure to disclose any such defect This indemnity shall include the costs incurred in enforcing the provisions of this indemnity including reasonable attorney's fees Known defects are as follows

J EXECUTED PROPERTY DISCLOSURE FORM as required by SC Code of Laws as amended section 27-50-10 et seq must accompany this listing (if applicable)

K INSPECTION Owner agrees to make property available for the inspections by Broker his agents subagents buyer/broker and prospective purchasers as deemed reasonably necessary by Broker

L NON DISCRIMINATION It is agreed that this property is listed in full compliance with local state and federal fair housing laws against discrimination on the basis of race color religion sex handicap familial status or national origin

M LOCKBOX Owner directs Broker to place the listing in the Consolidated Multiple Listing Service which will constitute an offer of cooperation to all participants in the CMLS Owner () does () does not agree for a CMLS lockbox containing keys to be installed on the property in order to facilitate the inspection of the property by Broker and cooperating agents Owner understands that the placing of lockbox on the property has inherent risks resulting from the potential wrongful acts of persons with access to the lockbox Owner understands and specifically assumes this risk Owner further acknowledges that Broker is not an insurer against the loss of personal property and agrees to release Broker and CMLS from any responsibility therefore The lockbox must be a MLS approved lockbox This does allow for an Agent to hang the CMLS lockboxes on the property along with one of his choosing if so desired

N SIGNAGE Owner authorizes Broker the right to display For Sale sign on the property and remove all other signs All signage placed on the listed property must be signage approved by CMLS No For Sale by Owner sign may be placed on the property

O AGENCY RELATIONSHIPS Agent has advised Seller of Brokers general company policy regarding cooperation with Subagents Buyers Agents or both and Seller agrees to authorize the Agent (Listing Firm) to cooperate and to compensate cooperating companies Seller acknowledges receiving an explanation of the types of agency relationships that are offered by Agent (Listing Firm) and an Agency Disclosure Brochure regarding Agency Relationships in Real Estate Seller acknowledges that after entering into this written agency contract Agent might request a modification in order to act as a dual agent or a designated agent in a specific transaction If asked Permission to act as a dual agent will not be considered Permission to act as a dual agent may be considered at the time I am provided with information about the other party to a transaction if I agree I will execute a separate written Dual Agency Agreement Permission to act as a designated agent will not be considered Permission to act as a designated agent may be considered at the time I am provided with information about the other party to a transaction if I agree I will execute a separate written Designated Agency Agreement

P NO CONTROL OF COMMISSION RATES OR FEES Under the long established policy of CMLS the Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed controlled suggested recommended or maintained by the CMLS or by any persons not a party to the listing agreement The compensation paid by the Listing Broker to a Co operating Broker in respect to any listing is established by the Listing Broker in his offer of co operation and is not fixed controlled suggested recommended or maintained by the CMLS or by any persons other than the Listing Broker and his or her subagent

Q SPECIAL STIPULATIONS The following stipulations shall if conflicting with printed matter control

R MEDIATION All parties in this transaction agree to mediate on in the event a dispute arises under the Contract and agree that the participation is such that mediation shall be a condition precedent to the right of either party to initiate a civil action hereunder This mediation shall take place subject to the rules and procedures established by the Greater Columbia Association of Realtors South Carolina Code Ann Section 15-48-10 et seq shall not apply to this Contract

S EARNEST MONEY Owner authorizes Broker to accept and hold on behalf of Owner an earnest money deposit in accordance with the terms of any written contract for the sale of the property In the event such deposit is forfeited by a prospective Purchaser Broker may retain one half (1/2) of such deposit but not exceeding the total amount of Broker's fee Should Broker incur any costs including attorney's fees as a result of the release of any of the earnest money deposit to Owner Owner will reimburse Broker for such costs

RECEIPT OF A COPY OF THIS AUTHORIZATION AGREEMENT IS HEREBY ACKNOWLEDGED

Turner Milan K+L Contracting LLC 7/5/06
WITNESS OWNER DATE TIME
Dutch Fork Realty LLC By * OWNER DATE TIME
BROKER'S COMPANY BROKER'S SIGNATURE
101 TURNERS CIRCLE DATE
LEXINGTON SC 29072
BROKER'S MAILING ADDRESS OWNER'S MAILING ADDRESS
PHONE 803-749-9100 PHONE

THIS IS A LEGALLY BINDING CONTRACT ALL BLANKS MUST BE FILLED IN IF INFORMATION DOES NOT APPLY INSERT N/A ANY ALTERED TERMS OR CONDITIONS MUST BE INITIALED BY BOTH OWNER AND BROKER

0002374

COPY

A. SETTLEMENT STATEMENT

U S Department of Housing
and Urban Development

OMB No. 2502-0265

1 Type of Loan 1 ☐ FHA 2 ☐ FmHA 3 ☐ Conv Upside 4 ☐ VA 5 ☐ Conv Ins		6 File Number 2005105 TGO	7 Loan Number	8 Mortgage Ins Case
C Note - This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the Settlement Agent are shown. Items marked (p o c) were paid outside the closing. They are shown here for information purposes and are not included in the totals.				
D Name and Address of Borrower K&L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211		E Name and Address of Seller SEL PROPERTIES PO BOX 11641 COLUMBIA, SC 29211		F Name and Address of Lender FIRST PALMETTO SAVINGS BANK 3932 FOREST DRIVE COLUMBIA SC 29204
G Property Location 1400, DE-2000000000 03 Lot 3		H Settlement Agent TIM QUINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN STREET COLUMBIA SC 29201		I Settlement Date 5/6/05 DISB DATE 5/6/05
J Summary of Borrower's Transaction		K Summary of Seller's Transaction		
100 Gross Amount Due From Borrower		400 Gross Amount Due To Seller		
101 Contract sales price 42,000.00		401 Contract sales price 42,000.00		
102 Personal property		402 Personal property		
103 Settlement charges to borrower (line 100)		403 Settlement charges to seller (line 400)		
104		404		
105		405		
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance		
106 City/town taxes to		406 City/town taxes to		
107 County taxes to		407 County taxes to		
108 Assessments to		408 Assessments to		
109		409		
110		410		
111		411		
112		412		
120 Gross Amount Due From Borrower 45,935.40		420 Gross Amount Due To Seller 42,000.00		
200 Amounts Paid By or in Behalf of Borrower		500 Reduction in Amount Due To Seller		
201 Deposit or earnest money 0.00		501 Excess deposit (see instructions) 0.00		
202 Principal amount of new loan(s) 0.00		502 Settlement charges to seller (line 400) 546.39		
203 Existing loan(s) taken subject to		503 Existing loans taken subject to		
204 CONST LOAN 260000.00		504 Payoff of first mortgage loan		
205 1ST DRAW 45,842.98		505 Payoff of second mortgage loan		
206		506		
207		507 NESC 32,000.00		
208		508		
209		509		
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller		
210 City/town taxes to		510 City/town taxes to		
211 County taxes 1/1/05 to 5/6/05 92.42		511 County taxes 1/1/05 to 5/6/05 92.42		
212 Assessments to		512 Assessment to		
213		513		
214		514		
215		515		
216		516		
217		517		
218		518		
219		519		
220 Total Paid By/For Borrower 45,935.40		520 Total Reduction Amount Due Seller 32,638.81		
200 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller		
201 Gross amount due from borrower (line 120) 45,935.40		601 Gross amount due to seller (line 420) 42,000.00		
202 Less amt paid by/for borrower (line 210) 45,935.40		602 Less reduction in amt due seller (ln 520) 32,638.81		
203 Cash ☒ From ☐ To Borrower 0.00		603 Cash ☒ To ☐ From seller 9361.19		

REPORTER TAX ID

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. This is a substitute form 1099-S.

SEL PROPERTIES TAX ID # 57-1039150

Previous Edition is Obsolete

HUD 1 (3-06)
HNSPA HB 4305

Site del 655758
1/1/05 to 5/6/05
155 wk 22 000 81

3621

0002375

1 Settlement Charges				Paid From	Paid From
700 Total Sales/Broker's Commission based on price \$ 42,000.00 @ 00 %				Borrower's	Seller's
Division of commission (Line 700) as follows:				Funds at	Funds at
701 \$	to			Settlement	Settlement
702 \$	to				
703 Commission paid at settlement					
704					
800 Items Payable in Connection With Loan					
801 Loan origination Fee	00 \$	FIRST PALMETTO		2,600 00	
802 Loan Discount	\$				
803 Appraisal Fee	to	THOMAS WATTS & ASSOC.		300.00	
804 Credit report	to				
805 Lender's Inspection Fee					
806 Mortgage Insurance Application Fee to					
807 Assumption Fee					
808 FLOOD SEARCH FEE TO FIRST PALMETTO				20 00	
809					
810					
811					
812					
813					
814					
815					
900 Items Required By Lender To Be Paid In Advance					
901 Interest from	to	\$	/day		
902 Mortgage Insurance Premium for			months to		
903 Hazard Insurance Premium for			years to		
904					
905					
1000 Reserves Deposited with Lender					
1001 Hazard Insurance	months @		per month		
1002 Mortgage Insurance	months @		per month		
1003 City Property Taxes	months @		per month		
1004 County Property Taxes	months @		per month		
1005 Annual Assessments	months @		per month		
1006 Flood Insurance	months @		per month		
1007 Sanitary Tax	months @		per month		
1008	months @		per month		
1100 Title Charges					
1101 Settlement or closing fee	to				
1102 Abstract or title search	to	ABSOLUTE TITLE		135.00	
1103 Title examination	to				
1104 Title insurance binder	to	PERPETUAL TITLE		50.00	
1105 Document preparation	to	DOC PREP			75 00
1106 Notary fees	to				
1107 Attorney's fees	to	TIMOTHY G QUINN		250 00	
(includes above item numbers	1101-1107				
1108 Title insurance	to	PERPETUAL TITLE		555 00	
(includes above item numbers					
1109 Lender's coverage	\$	260,000.00			
1110 Owner's coverage	\$	260,000.00			
1111 ADDITIONAL 75 00 FOR OWNERS POLICY				0 00	
1112					
1113					
1200 Government Recording and Transfer Charges					
1201 Recording fees Deed \$	10 20	Mortgage \$	15 20	Release \$	8.10
1202 City/county tax/stamps Deed \$		Mortgage \$			
1203 State tax/stamps Deed \$	155 40	Mortgage \$	00		155 40
1204					
1205					
1300 Additional Settlement Charges					
1301 Survey to					
1302 Post inspection to					
1303 RICHLAND COUNTY TREASURER					307 89
1304					
1305					
1400 Total Settlement Charges (enter on lines 101, Section J and 502, Section K)				3,935 40	546 39

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Timothy G. Quinn
 K&L CONTRACTING LLC

Timothy G. Quinn
 SEL PROPERTIES

Borrower

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

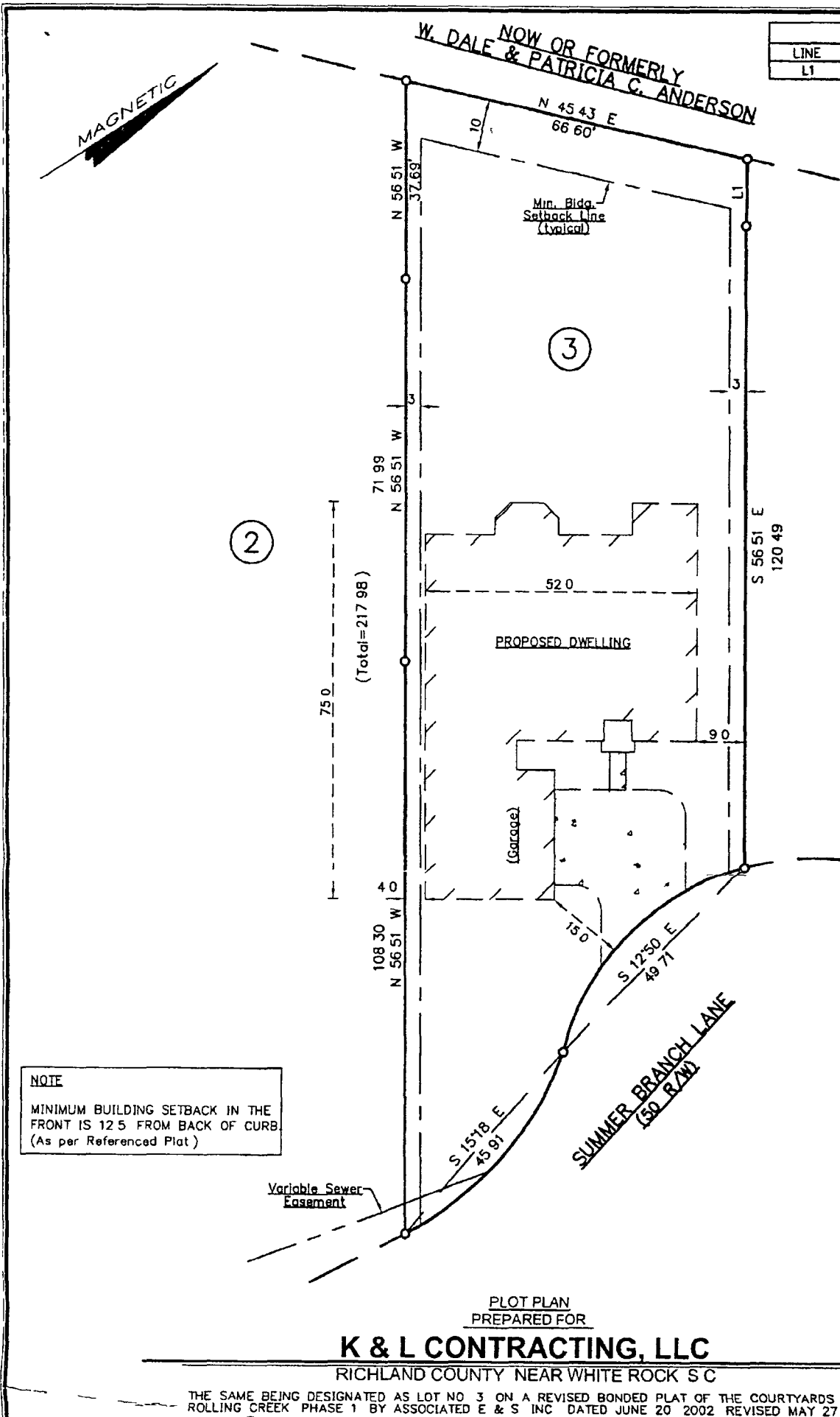
Timothy G. Quinn
 Settlement Agent TIM QUINN ATTORNEY AT LAW

Sellers

5/6/05

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18 U.S.C. Code Section 1001 and Section 1010.



U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B TYPE OF LOAN	
1 ☐ FHA	2 ☐ FmHA
3 ☒ CONV UNINS	4 ☐ VA
5 ☐ CONV INS	
6 FILE NUMBER BISHOP RE 24-38	7 LOAN NUMBER 0297682
8 MORTGAGE INS CASE NUMBER	

NOTE This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked [POC] were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

10 398 (BISHOP RE 24-38) PFD BISHOP RE 24-38(4)

NAME AND ADDRESS OF BORROWER		E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
10 D Degr and ark Bishop 17 Summer Branch Lane no SC 29063		Sel Properties LLC 1105 Pulaski Street Columbia SC 29201 <i>CRC</i>	Regions Bank 107 Chesterfield Street South Aiken SC 29801
PROPERTY LOCATION 107 Summer Branch Lane no SC 29063 ichland County South Carolina <i>lot 4</i> <i>PHI</i>		H SETTLEMENT AGENT The Player Law Firm LLC 20 0031189 PLACE OF SETTLEMENT 121 Executive Center Drive Suite 218 Columbia SC 29210	I SETTLEMENT DATE October 27 2004

J SUMMARY OF BORROWER'S TRANSACTION		K SUMMARY OF SELLER'S TRANSACTION	
0 GROSS AMOUNT DUE FROM BORROWER		400 GROSS AMOUNT DUE TO SELLER	
1 Contract Sales Price	44 000 00	401 Contract Sales Price	44 000 00
2 Personal Property		402 Personal Property	
3 Settlement Charges to Borrower (Line 1400)	4 016 10	403	
4		404	
5		405	
Adjustments For Items Paid By Seller in advance		Adjustments For Items Paid By Seller in advance	
6 City/Town Taxes to		406 City/Town Taxes to	
7 County Taxes to		407 County Taxes to	
8 Assessments to		408 Assessments to	
9		409	
0		410	
1		411	
2		412	
0 GROSS AMOUNT DUE FROM BORROWER	48 016 10	420 GROSS AMOUNT DUE TO SELLER	44 000 00
10 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500 REDUCTIONS IN AMOUNT DUE TO SELLER	
11 Deposit or earnest money	4 400 00	501 Excess Deposit (See Instructions)	
12 Principal Amount of New Loan(s)	231 200 00	502 Settlement Charges to Seller (Line 1400)	317 80
13 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
14		504 Payoff of first Mortgage to National Bank of South	32 000 00
15		505 Payoff of second Mortgage	
16		506 Deposit retained by seller	4 400 00
17 Construction Draw	43 398 48	507	
18		508	
19		509	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
10 City/Town Taxes to		510 City/Town Taxes to	
11 County Taxes 01/01/04 to 10/28/04	217 62	511 County Taxes 01/01/04 to 10/28/04	217 62
12 Assessments to		512 Assessments to	
13		513	
14		514	
15		515	
16		516	
17		517	
18		518	
19		519	
20 TOTAL PAID BY/FOR BORROWER	48 016 10	520 TOTAL REDUCTION AMOUNT DUE SELLER	36 935 42
00 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER	
01 Gross Amount Due From Borrower (Line 120)	48 016 10	601 Gross Amount Due To Seller (Line 420)	44 000 00
02 Less Amount Paid By/FOR Borrower (Line 220)	48 016 10	602 Less Reductions Due Seller (Line 520)	36 935 42
03 CASH (FROM) (TO) BORROWER	0 00	603 CASH (X TO) (FROM) SELLER	7 064 58

3556

0002378

L. SETTLEMENT CHARGES					PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
J0 TOTAL COMMISSION Based on Price \$ @ %						
Division of Commission (line 700) as Follows.						
J1 \$	to					
J2 \$	to					
J3 Commission Paid at Settlement						
J4	to					
J00 ITEMS PAYABLE IN CONNECTION WITH LOAN						
J1	Loan Origination Fee	1.0000 %	to	Three Rivers Mortgage	2 312 00	
J2	Loan Discount	%	to			
J3	Appraisal Fee		to	Three Rivers Mortgage	300 00	
J4	Credit Report		to			
J5	Administration Fee		to	Three Rivers Mortgage	182 75	
J6	Flood Zone Determination Fee		to	Regions Bank	4 50	
J7	Construction Loan Admin Fee		to	Regions Bank	50 00	
J8	Express Mail Fee		to	Regions Bank	12 75	
J9						
J0						
J1						
J0 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
J1	Interest From	10/27/04	to	11/01/04 @ \$ /day (5 days %)		
J2	Mortgage Insurance Premium for		months to			
J3	Hazard Insurance Premium for	10	years to			
J4						
J5						
J00 RESERVES DEPOSITED WITH LENDER						
J01	Hazard Insurance	months @ \$		per month		
J02	Mortgage Insurance	months @ \$		per month		
J03	City/Town Taxes	months @ \$		per month		
J04	County Taxes	months @ \$		per month		
J05	Assessments	months @ \$		per month		
J06		months @ \$		per month		
J07		months @ \$		per month		
J08		months @ \$		per month		
J00 TITLE CHARGES						
J01	Settlement or Closing Fee		to			
J02	Abstract or Title Search		to	The Player Law Firm LLC	150 00	
J03	Title Examination		to			
J04	Title Insurance Binder		to	Player Title Agency	75 00	
J05	Document Preparation		to	The Player Law Firm LLC		125 00
J06	Copy/Courier/Wire Fees		to	The Player Law Firm LLC	25 00	25 00
J07	Attorney's Fees		to	The Player Law Firm LLC	375 00	
(includes above item numbers.)						
J08	Title Insurance		to	Player Title Agency	606 00	
(includes above item numbers.)						
J09	Lender's Coverage	\$	231 200 00	506 00		
J10	Owner's Coverage	\$	44 000 00			
J11						
J12						
J13						
J00 GOVERNMENT RECORDING AND TRANSFER CHARGES						
J01	Recording Fees	Deed \$ 10 00 Mortgage \$ 13 10		Releases \$	23 10	
J02	City/County Tax/Stamp	Deed Stamps 162 80 Mortgage				162 80
J03	State Tax/Stamp	Revenue Stamps Mortgage				
J04						
J05						
J00 ADDITIONAL SETTLEMENT CHARGES						
J01	Survey		to			
J02	Pest Inspection		to			5 00
J03	Satisfaction Processing Fee		to	The Player Law Firm LLC		
J04						
J05						
J00	TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)				4 016 10	317 80

ED mev
Certified to be a true copy

3557

(BISHOP RE-24-38 / BISHOP RE-24-38 / 4)

0002379

*The Courtyards
At
Rolling Creek
Phase I*

This contract made between ERIC D DEEN, purchaser and

SEL Properties, LLC, seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo in Richland County, State of South Carolina, and being described as follows

Lot 4 Block 1, Phase 1, The Courtyards at Rolling Creek Subdivision,
Irmo, S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments, not yet due and payable
All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record, including any shown on recorded plats and all governmental statutes, rules, regulations and ordinances.
- The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is \$ 44,000

To be paid as follows

Deposit or Reservation Money (Cash Check) \$ 4,400

Balance upon Delivery of Deed as hereinafter provided \$ 39,600

Seller does hereby reserve the right, due to final engineering and survey requirements, to partially change, alter or modify the location, shape and dimensions of the lot so long as such damages, alterations, modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations. In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location, shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation 6% ²⁰ 8/24/04 commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser, all closing costs and prepaid items will be paid by Purchaser

Eric D Deen 8/24/04

5685

8/24/04

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto. The Deed will be prepared in the name of DAVID DEAN And be delivered at the office of SMOKEY BROWN Or other stipulated place of closing and transaction closed on or before OCT 10TH 2004 But not later than OCT 12TH 2004, as extended for events or occurrences beyond Seller's control, such as acts of God, casualty losses or material shortages

Assessments (if any) taxes and interest will be prorated as of the date of the delivery of the Deed

Tax proration pursuant to this Contract will be based on taxes of records on the date of closing. Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current year's taxes are determined.

In lieu of pro-rating taxes at closing, Seller may elect to defer proration of taxes until receipt of current year's property tax notice. Upon such receipt, Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel, then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller's prorata share of the taxes as set out in such notice from Seller to Purchaser. In the event Seller fails to pay such sum to Purchaser, then Seller will be responsible for all costs of collection including reasonable attorney's fees.

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract, then the said deposit shall at the option of the Seller be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law including recovering reasonable attorneys fees and cost.

No officer, agent or employee of the Seller nor any other person has been authorized to make representations regarding the terms of Purchaser's purchase of the lot other than those made in this Contract, and if made may not be relied upon by Purchaser or any other person as being made by Seller.

The lot is sold "AS IS" and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller.

The Seller, its successor and assigns or any persons owning adjoining property may at their sole discretion, phase the development of the community into more than one phase or in separate projects with no guarantee to Purchaser that subsequent phases will be developed.

The Development Plan is conceptual in nature and subject to change at any time at Seller's sole discretion, without notice to Purchaser.

Should any provision of this Contract be void or become unenforceable by law or in equity, the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby.

Any assignment without Seller's written consent shall be null and ineffectual.

5686

2

[Signature] 8/24/04

[Signature] 8/24/04

The purchaser has made a personal on the lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered, changed or amended except in writing signed by the party to be charged

~~Attest~~ Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

#1 THIS AGREEMENT IS CONTINGENT ON THE PURCHASER
1) BEING A MEMBER OF BUILDERS TEAM, 2) HAVING A
The purchaser has read the entire contract and understands the terms thereof

3) HAVING YET
DAYS TO
PERFORM
DUE DILIGENCE
OF FINANCES
PERMITTING
CONSTRUCTION
8/24/14 APPROVAL

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

ROBERT A. MILAM III

(As to Purchaser)

204 Trinity trace rd
Address
Irmo, SC 29063
City State Zip Code

(As to Seller)

ENC Degr

Purchaser

(As to Purchaser)

Purchaser

(803) 407-2620
Telephone - Home

SEL Properties LLC

By _____

Its _____

*The Courtyards
At
Rolling Creek
Phase I*

Thus contract made between Blecker Construction of Columbia, purchaser and

SEL Properties LLC, seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo in Richland County, State of South Carolina, and being described as follows

Lot 4 Block _____, Phase I, The Courtyards at Rolling Creek Subdivision
Irmo S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments, not yet due and payable
All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record including any shown on recorded plats and all governmental statutes, rules regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----- \$ 40,000.00 (LEP)

To be paid as follows

Deposit or Reservation Money (Cash ___ Check ___) -- \$ 500.00

Balance upon Delivery of Deed as hereinafter provided \$ 39,500.00 40,000.00 (SEL)

Seller does hereby reserve the right, due to final engineering and survey requirements to partially change, alter or modify the location, shape and dimensions of the lot so long as such damages alterations, modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser all closing costs and prepaid items will be paid by Purchaser

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto. The Deed will be prepared in the name of Blackmer Construction of Colo And be delivered at the office of Ken Hansen Or other stipulated place of closing and transaction closed on or before May 31st 2004 But not later than _____ 2002 as extended for events or occurrences beyond Seller's control such as acts of God, casualty losses or material shortages.

Assessments (if any) taxes and interest will be prorated as of the date of the delivery of the Deed.

Tax prorrations pursuant to this Contract will be based on taxes of records on the date of closing. Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current year's taxes are determined.

In lieu of pro-rating taxes at closing, Seller may elect to defer proration of taxes until receipt of current year's property tax notice. Upon such receipt, Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel, then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller's prorata share of the taxes as set out in such notice from Seller to Purchaser. In the event Seller fails to pay such sum to Purchaser, then Seller will be responsible for all costs of collection, including reasonable attorney's fees.

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract, then the said deposit shall, at the option of the Seller, be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law, including recovering reasonable attorneys' fees and cost.

No officer, agent or employee of the Seller, nor any other person has been authorized to make representations regarding the terms of Purchaser's purchase of the lot other than those made in this Contract, and if made, may not be relied upon by Purchaser or any other person as being made by Seller.

The lot is sold 'AS IS' and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller.

The Seller, its successor and assigns or any persons owning adjoining property may, at their sole discretion, phase the development of the community into more than one phase or in separate projects, with no guarantee to Purchaser that subsequent phases will be developed.

The Development Plan is conceptual in nature and subject to change at any time at Seller's sole discretion, without notice to Purchaser.

Should any provision of this Contract be void or become unenforceable by law or in equity, the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby.

Any assignment without Seller's written consent shall be null and ineffectual.

The purchaser has made a personal on the lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral statements or representations whatsoever shall be considered apart hereof. This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other. This Contract cannot be altered, changed or amended except in writing signed by the party to be charged.

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

(As to Purchaser)

Address

City State Zip Code

(As to Seller)

D. L. Smith 5/12/04
Purchaser Date

Purchaser Date

Telephone - Home
SEL Properties LLC

By Steve L. Smith

Its Manager

Assesso Data View

The format provided reflects the data as of December 31, 2006, at the time of the filing.

FOR THE COUNTY OF ALABAMA, ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE
DISCRETION, RISK AND RESPONSIBILITY OF THE USER. WE DO NOT MAKE ANY REPRESENTATIONS
OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE. ALL INFORMATION
CONTAINED HEREIN IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE
IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE USER
ACKNOWLEDGES THAT THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED AND THAT IT IS THE USER'S
SOLE RESPONSIBILITY TO PROTECT THE INFORMATION CONTAINED HEREIN FROM UNAUTHORIZED DISCLOSURE.

Owner Information

T M p N mber	R02607 07 04
Ow	BISHOP MARK
Add es 1	107 SUMMER BRANCH LN
Add ess 2	
Add ess 3	
City/State/Z p	(RMO
Property Loc tio /Code	107 SUMMER BRANCH LN

Tax Information

Year	2006
Property Tax Relief	(\$541.20)
Local Opt Sales Tax Credit	(\$522.12)
Tax Amount	\$3,899.84
Paid	Yes
Homestead	No
Assessed	\$13,740.00

Assessment Information

Year of Assessment	2007	Legal Residence	Yes
Tax District	6UD	Sewer Connection	CITY
Acres of Parcel	0	Water Connection	CITY
Non-Agricultive Value	\$42,000.00	Agriculture Value	\$0.00
Building Value	\$301,500.00	Improvements	\$0.00
Market Value	\$335,000.00		

Property Information

Legal Description	72 7X133 4X66 6X148 4	#SU THE COURTYARDS @ ROLLING CREEK PHASE I
Land Type		
Address	THE COURTYARDS @ ROLLING CREEK	(HWY 176 BROAD RIVER RD)

Sales History

Cu ent Own	Name	Sale Date	Vac nt	Imp oved	Deed Book/Page	Sale P ce
BISHOP MARK		09/02/2005		I	R1093/ 1803	\$346 800 00
DEGN ERIC D &		09/01/2005		V	R1093/ 1801	\$5 00

Structure Info matio

I									
Building Number	Year Structure Was Assessed	Bidding Description	Actual Year Built	Number Of Bathroom	Number Of Bedroom	Total Number Of Room	Total Number Of Stories	Heated Square Footage	Total Square Footage
1	2006	SGL FAM WALL GROUP 3	2005	30	4	0	20	2724	3682

Structure Details

Exemptions

Building	Structure	Construction	Equipment	Employment

Richland County Residential Building Permit

Planning & Development Services

2020 Hampton Street
P O Box 192
Columbia SC 29202

(803) 576 2190 Tel
(803) 576 2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0404946	11/19/2004	\$	\$	

LOCATION	111 Summer Branch Ln Irmo SC 29063	SUBDIVISION	Courtyard@Rolling Creek
TMS#	02607-07-06	LOT	6
USEZONE	RS LD	FLOODZONE	X
MOBILEDECAL		UTILITIES	Electn
MOBILEMODEL		Sewer	Carolina W&S
OWNER	K and L Contracting	Gas	
APPLICAN	K and L Contracting	CONTRACTOR	K and L Contracting Patrick A Kirk
SUB-CONTRs		LICENSES	
Electrical	Weaver Systems Inc	General	
Plumbing	Home Service	Electrical	
Mechanical	Crout S Cooling And Heating	Mechanical	
		Plumbing	

DESCRIPTION OF WORK	SETBACKS	ZONING	CUSTOM
New House	Front	25	
	Back	20	
	Sides	5	
NATURE OF WORK	Combined	16	
New Construction	Corner	12.5	
REPORT CODE	DIMENSIONS	#STORIES	0
101 New Res Single family houses attached or detached		SQUARE FOOTAGE	0 Sq Ft
OCCUPANCY TYPE	SINGLE FAMILY ONLY	#BATHROOMS	0
R 3 and IRC Residential		#BEDROOMS	0
one and two family		TOTAL ROOMS	0
CONSTRUCTION TYPE			
VB			

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started. Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Contractor or Authorized Agent

Date

Approved By

Date

11/19/2004

WEB ADDRESS

<http://BuildingDepartment.com/projects>

PERMIT NUMBER

0404946

PERMIT PIN

262932

Save Time & Money with Online Permits and Inspections Go To www.buildingdepartment.com

printed July 6 2007

0002387

A

SETTLEMENT STATEMENT

U S Department of Housing
and Urban Development

OMB No 2502 0265

B Type of Loan

1 ☐ FHA	2 ☐ FmHA	3 ☐ Conv Unins	6 File Number	7 Loan Number	8 Mortgage Ins Case #
4 ☐ VA	5 ☐ Conv Ins		2004286 TGQ		

C Note This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the Settlement Agent are shown. Items marked (p o c) were paid outside the closing. They are shown here for information purposes and are not included in the totals.

D Name and Address of Borrower

K&L CONTRACTING LLC
PO BOX 11641
COLUMBIA SC 29211

E Name and Address of Seller

SEL PROPERTIES, LLC
PO BOX 11641
COLUMBIA SC 29211

F Name and Address of Lender

FIRST PALMETTO SAVINGS BANK
3932 FOREST DRIVE
COLUMBIA SC 29204

G Property Location

LOT 6 COURTYARDS ROLLING CK

H Settlement Agent

TIM QUINN, ATTORNEY AT LAW

Place of Settlement

1421 CALHOUN ST
COLUMBIA SC 29201

I Settlement Date

12/14/04
DISB DATE
12/14/04

J Summary of Borrower's Transaction

100 Gross Amount Due From Borrower	
101 Contract sales price	42,000.00
102 Personal property	
103 Settlement charges to borrower (line 1400)	3,422.40
104	
105	
Adjustments for items paid by seller in advance	
106 City/town taxes to	
107 County taxes 12/14/04 12/31/04	13.17
108 Assessments to	
109	
110	
111	
112	
120 Gross Amount Due From Borrower	45,435.57
200 Amounts Paid By or in Behalf of Borrower	
201 Deposit or earnest money	0.00
202 Principal amount of new loan(s)	0.00
203 Existing loan(s) taken subject to	
204 228000.00 CONST LOAN	0.00
205 1ST DRAW	45,435.57
206	
207	
208	
209	
Adjustments for items unpaid by seller	
210 City/town taxes to	
211 County taxes to	
212 Assessments to	
213	
214	
215	
216	
217	
218	
219	
220 Total Paid By/For Borrower	45,435.57

K Summary of Seller's Transaction

400 Gross Amount Due To Seller	
401 Contract sales price	42,000.00
402 Personal property	
403	
404	
405	
Adjustments for items paid by seller in advance	
406 City/town taxes to	
407 County taxes 12/14/04 12/31/04	13.17
408 Assessments to	
409	
410	
411	
412	
420 Gross Amount Due To Seller	42,013.17
500 Reduction in Amount Due To Seller	
501 Excess deposit (see instructions)	0.00
502 Settlement charges to seller (line 1400)	514.33
503 Existing loans taken subject to	
504 Payoff of first mortgage loan	
505 Payoff of second mortgage loan	
506	
507	
508 NBSC	32,000.00
509	
Adjustments for items unpaid by seller	
510 City/town taxes to	
511 County taxes to	
512 Assessments to	
513	
514	
515	
516	
517	
518	
519	
520 Total Reduction Amount Due Seller	32,514.33
600 Cash At Settlement To/From Seller	
601 Gross amount due to Seller (line 420)	42,013.17
602 Less reduction in amt due seller (ln 520)	32,514.33
603 Cash ☒ To ☐ From Seller	9,498.84

REPORTER TAX ID

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. This is a substitute form 1099-S.

SEL PROPERTIES, LLC TAX ID # 57-1039150

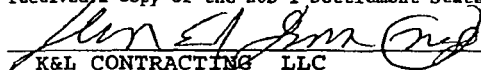
Previous Edition is Obsolete

HUD 1 (3-86)
RESPA HB 4305-2

0002388

L Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700	Total Sales/Broker's Commission based on price \$	42,000 00	00 %		
Division of commission (line 700) as follows					
701	\$	to			
702	\$	to			
703	Commission paid at settlement				
704					
800	Items Payable in Connection With Loan				
801	Loan Origination Fee	00 %	FIRST PALMETTO SAVINGS BANK	2,280 00	
802	Loan Discount	%			
803	Appraisal Fee	to	THOMAS WATTS & ASSOC.	300 00	
804	Credit report	to			
805	Lender's Inspection Fee				
806	Mortgage Insurance Application Fee to				
807	Assumption Fee				
808	FLOOD SEARCH FEE TO FIRST PALMETTO			18 00	
809					
810					
811					
812					
813					
814					
815					
900	Items Required By Lender To Be Paid In Advance				
901	Interest from	to	@ \$ /day		
902	Mortgage Insurance Premium for		months to		
903	Hazard Insurance Premium for		years to		
904					
905					
1000	Reserves Deposited With Lender				
1001	Hazard Insurance	months @ \$	per month		
1002	Mortgage Insurance	months @ \$	per month		
1003	City Property Taxes	months @ \$	per month		
1004	County Property Taxes	months @ \$	per month		
1005	Annual Assessments	months @ \$	per month		
1006	Flood Insurance	months @ \$	per month		
1007	Sanitary Tax	months @ \$	per month		
1008	AGGREGATE ACCOUNTING ADJ	months @ \$	per month	0 00	
1100	Title Charges				
1101	Settlement or closing fee	to			
1102	Abstract or title search	to	ABSOLUTE TITLE	POC	
1103	Title examination	to			
1104	Title insurance binder	to	PERPETUAL TITLE	50.00	
1105	Document preparation	to	DOC PREP		75 00
1106	Notary fees	to			
1107	Attorney's fees	to	TIM QUINN, ATTORNEY AT LAW	250 00	
	(includes above item numbers	1101-1107	)		
1108	Title insurance	to	PERPETUAL TITLE	499 00	
	(includes above item numbers		)		
1109	Lender's coverage	\$	228,000 00		
1110	Owner's coverage	\$	42,000.00		
1111					
1112					
1113					
1200	Government Recording and Transfer Charges				
1201	Recording fees Deed \$	10 20	Mortgage \$ 15 20	Releases \$ 8 10	25 40
1202	City/county tax/stamps Deed \$		Mortgage \$		
1203	State tax/stamps Deed \$	155 40	Mortgage \$	00	155 40
1204	RECORD UCC3				8 10
1205					
1300	Additional Settlement Charges				
1301	Survey to				
1302	Pest inspection to				
1303					
1304	2004 RICHLAND COUNTY TREASURER				267 73
1305					
1400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			3,422 40	514 33

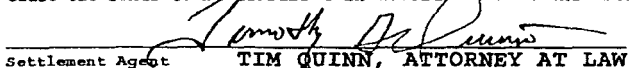
I have carefully reviewed the HUD 1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD 1 Settlement Statement.


K&L CONTRACTING LLC


SEL PROPERTIES LLC

Borrowers

The HUD 1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.


Settlement Agent **TIM QUINN, ATTORNEY AT LAW**

Sellers

12/14/04

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

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OFFER TO PURCHASE

Revised 1/01

Standard Form of The Greater Council Association of REALTORS® is a form is available. You do the entire document including the use of this form is not intended to replace the REALTOR® REALTOR® is the person who is responsible for the document which may be used by real estate brokers in the National Association of REALTORS® and who subscribe to the Code of Ethics and the NAR Code of Practice.

BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING REALTOR AND UNDERSTAND THE SELLER CANNOT BE REAL ESTATE COMMISSIONS AGENCY RESULTS OF FORM

THE SELLER IS NOT A REALTOR AND IS NOT A REALTOR AS A REAL ESTATE LICENSEE.

DATE: 4/21/07
BY: [Signature] (Buyer)
KOL SUBSIDIARY, FARMER (Seller)
1. PROPERTY DESCRIPTION: 111 S. 1st St., City, State, Zip 25063
2. PRICE: \$303,000.00 (PK 4/21/07)
3. EARNST MONEY: \$3,000.00
4. FINANCING: A. I am not a member of the National Association of REALTORS®. B. I am not a member of the National Association of REALTORS®. C. I am not a member of the National Association of REALTORS®. D. I am not a member of the National Association of REALTORS®. E. I am not a member of the National Association of REALTORS®.

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BUYER'S NAME: [Signature] SELLER'S NAME: [Signature]

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6. TRANSACTION COSTS Unless otherwise agreed, the action costs including but not limited to closing costs, prepaid expenses, discount points, survey, title examination and any other shall be paid as follows:

☒ Purchaser to pay all costs of preparing the loan for the closing of the transaction.
☒ Seller to pay Purchaser's share of points on the loan to closing the transaction including allowable and non allowable costs, not to exceed \$_____ Purchaser is responsible for any costs exceeding this amount.

7. LOAN PROCESSING, APPLICATION, FINANCING, CONTINGENCIES Time to of the essence. Purchaser agrees to apply for financing as stated in Section 5 from the lender of his choice within five (5) business days from the date of contract acceptance and any required funds advanced to credit report and appraisal. Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner. Purchaser agrees to apply as required above shall or shall not default under this contract. Purchaser further grants permission to Lender to disclose purchaser information concerning the Purchaser's loan to the Listing or Selling Broker's Agents. If loan is rejected by initial lender, Purchaser or Purchaser's Agent must notify the Listing Agent immediately, and Seller shall then have the option to void contract. Contract is contingent upon financing within 5 to 10 and 15 business days prior to the closing date as set forth in contract Section 11. If loan is denied prior to this date, earnest money will be released to Purchaser after earnest money has cleared the bank. After the date the contract is no longer contingent upon financing, if Purchaser fails to comply with the above requirements, Purchaser shall be in default of this agreement subject to the terms of Section 1.

8. ADDITIONAL CONTINGENCIES ☒ Complete the sale and closing of Purchaser's property located at Carrington, IN (Lick Creek Hill, IN).
 It is further agreed that Seller will continue to market the property existing on the contingency existing in the sale and closing of Purchaser's property in accordance with this contract remains in effect. Should Seller be presented another offer and if accepted, the contract will be voided without notification to the Purchaser or Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank. Purchaser or Purchaser's Agent will be notified of this contract being voided as soon as possible. If Purchaser to remove this contingency, Purchaser must provide documentation to Seller or Seller's Agent that any financing required under this agreement will be granted without the sale of the above mentioned property and the financing contingency is removed. Upon the Seller's acceptance of a bona fide contract, clear of contingencies other than financing, the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property. Any documentation regarding the sale of Purchaser's property to be furnished upon request.

☒ Complete the closing of the sale of Purchaser's property currently under contract on or before _____
 Property is located at _____
 Seller agrees to remove his property from the market and this sale will be contingent upon the closing of the Purchaser's property. Any documentation pertaining to this sale will be provided by Purchaser upon request.
☒ Other _____

9. INSPECTIONS

A. Home Inspection
 The Listing and Selling Broker's recommend to Purchaser obtain a home inspection. Purchaser has the right within ten (10) business days after acceptance of contract to have home inspected by licensed professional inspectors of his choice. Fees for home inspections to be paid by Purchaser. If Seller does not receive Purchaser's written responses to the inspection and a copy of the inspection report(s) within the same ten (10) business day period, Seller shall be deemed to have accepted the property as is.

- (1) If Seller has the option of accepting the property in current condition as represented by the inspection report(s). Otherwise, Purchaser must notify the Seller or Seller's Agent in writing by signed addendum specifying the defects or conditions. Purchaser requests the Seller to remedy. Addendum must be accompanied by a copy of the home inspection report.
- (2) Seller has three (3) business days to accept, reject or modify. Purchaser has two (2) business days from receipt of Seller's written response to the inspection and a copy of the inspection report(s) to the Seller or Seller's Agent of his acceptance or rejection of Seller's offer to remedy.
- (a) If Purchaser accepts the counterproposal, Purchaser agrees to complete the sale according to the terms and conditions of this contract.

Print name and initials of Buyer: BH/H Date: 4/24/07 Print name and initials of Seller: PK Date: 4/24/07 This is the final page.

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- (b) If Purchase agent does not respond to the Seller's request by providing written notice to the Seller, Seller agrees within two (2) business days that the contract is voided or he may continue negotiations on repairs by submitting a written proposal to the Seller. In all subsequent negotiations on the addendum, each party will be given two (2) business days to respond to a written offer or interpretation until final agreement on the contract is reached or the Purchaser elects to void the contract.

Should either party fail to respond in the time frame indicated above, the other party has the option of voiding the contract by written notice. In the event the contract is voided by either party, the earnest money will be refunded to the Purchaser.

B. Wood Infestation Report

Notwithstanding the provisions of Section 9A, the Purchaser may at his expense or as required by Purchaser's lender obtain an Official Wood Infestation Report (CL100 Letter) from a licensed and bonded exterminator. If any damage or infestation is found and inspector recommends treatment and/or repairs, the Seller agrees to have such conditions corrected at his expense by a licensed contractor prior to the closing.

C. Heating & Air Conditioning

Notwithstanding the provisions of Section 9A, the Purchaser may at his expense or as required by Purchaser's lender obtain a letter from a heating and air company stating that heating and air conditioning (if applicable) systems are in satisfactory working order. Seller agrees to have any required repairs corrected at his expense prior to closing. Afterward, the Seller agrees to have any repairs for any period of time after closing.

D. Lead-Based Paint Inspection

If the home was built prior to 1978, it may contain lead-based paint. This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until midnight on the tenth (10th) business day after acceptance of this contract. This contingency will terminate on the above predetermined deadline unless the Purchaser or Purchaser's Agent delivers to the Seller or Seller's Agent a written contract addendum listing the specific existing deficiencies, corrections needed, and the inspection and/or risk assessment report within the above time limits. The Seller may at the Seller's option elect in writing whether to correct the condition(s) prior to September 1. If the Seller does not elect to make the repairs, the Purchaser may remove this contingency and take the property in inspection report(s) condition within the above time limit. If this contract will become void. The Purchaser may remove the contingency at any time under this contract.

If this home was built prior to 1978, a Disclosure of Information and Acknowledgement: Lead-Based Paint and/or Lead-Based Paint Hazards is hereby made an addendum to this contract and must be signed by both Purchaser and Seller.

10. CONDITIONS OF PROPERTY

A. Except as otherwise indicated by the builder, the Purchaser acknowledges that Seller, except as provided in below paragraphs of this section, gives no guarantee or warranty of any kind, express or implied, and has made no representation as to the physical condition of the property or the existence of improvements, services, appliances, systems, fixtures, or materials, or the condition of any particular property or the property of any owner, or the condition of any implied warranty, is hereby disclaimed by the Seller.

B. The Seller warrants the heating, air conditioning, plumbing, and electrical systems, as well as other systems, and all appliances to be in operative condition on the day of closing or the day possession is given, whichever occurs first.

C. After any inspection by Purchaser and after repairs made as a result of any such inspection, the Seller agrees to maintain the property including yard maintenance, heating and air conditioning, plumbing, electrical systems, and all appliances to be conveyed, in proper operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller warrants that to the best of his knowledge, information, and belief, there are no conditions in the property which would adversely affect the value, nor conditions are hidden by furniture, fixtures, or window treatments currently in place in the property.

D. The Listing and Selling Brokers and their Agents recommend that Purchaser perform their due diligence as to the property sewer system, water source and system, flood zone status, mandatory association fees, homeowner's association, and property components and restrictions.

E. ☐ Purchaser and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws, has been provided to Purchaser by Seller prior to the acceptance of this contract. ☒ Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws.

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3 of 6

Purchaser: BH Date: 4/27/07 Seller: PK Date: 4/27/07

Kristine

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23. **DISCLAIMER** The parties acknowledge that the Listing of a Selling Broker(s) and their Agent(s): (A) Give no warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvements, services or systems therein, including but not limited to termites damage, roof, basement, appliances heating and air conditioning systems plumbing sewage/septic, electrical systems, or to the structure. (B) Give no warranty express or implied concerning the condition of the property, any matters which would be reflected by a current survey of the property or the accuracy of the square footage headed or unheaded. (C) Give no warranty express or implied, as to title. (D) Give no warranty express or implied as to the fitness for a particular purpose of the property or improvements therein. (E) Give no warranty express or implied that the property being purchased is in compliance with all necessary zoning ordinances and restrictions. (F) Give no warranty express or implied, as to projected income value or other possible benefits to the Purchaser.

IN WITNESS WHEREOF this contract has been duly executed by the parties hereto

Witness	<i>[Signature]</i>	Purchaser	<i>[Signature]</i>	Date	<i>4/24/07</i>
Witness	<i>[Signature]</i>	Driver	<i>[Signature]</i>	Date	<i>4/24/07</i>
Witness	<i>[Signature]</i>	Seller	<i>[Signature]</i>	Date	<i>4/24/07</i>

Selling Agent/Company Asset Realty, Inc. Telephone # 803/237/9885
 Selling Agent/Company Asset Realty, Inc. Telephone # 803/237/9885
 FULL CONTRACT ACCEPTED BY BOTH PARTIES AT 536 YES/NO P AGENT OR 4/24/07 DATE

Instrument 2007049197

Book/Page R1320 2211

Date Time 6/4/2007 1:56:34 PM

Return To
Wachovia Mortgage Corporation

1100 Corporate Center Drive
Raleigh NC 27607

Prepared By
Wachovia Mortgage Corporation

1100 Corporate Center Drive
Raleigh NC 27607

COPY

TEST: TRUE COPY
Richard W. Rodd
R M C

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100013700038475404

Book 1320-2211

2007049197 06/04/2007 13:56:34 777

Fee \$27.00 County Tax \$0.00 State Tax \$0.00



2007049197 Richard W. Rodd R M C

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3 11 13 18 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) **Security Instrument** means this document which is dated June 1 2007 together with all Riders to this document.
- (B) **Borrower** is Brett Hooker and Kristine Hooker Joint Tenants With Right Of Survivorship.

Borrower is the mortgagor under this Security Instrument.

(C) **MERS** is Mortgage Electronic Registration Systems Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware and has an address and telephone number of P O Box 2026 Flint MI 48501 2026 tel (888) 679 MERS

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SOUTH CAROLINA Singl Family Fannie Mae/Freddy Mac UNIFORM INSTRUMENT WITH MERS Form 3041 1/01

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VMP Mortgage Solutions



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Instrument 2007049197

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Date/Time 6/4/2007 1:56:34 PM

(D) Lender is Wachovia Mortgage Corporation

Lender is a Residential Mortgage Lender
organized and existing under the laws of North Carolina
Lender's address is 1100 Corporate Center Drive Raleigh NC 27607

(E) Note means the promissory note signed by Borrower and dated June 1 2007
The Note states that Borrower owes Lender Two Hundred Forty Two Thousand Four Hundred
Dollars

(U S \$ 242 400 00) plus interest Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than June 1 2037

(F) Property means the property that is described below under the heading Transfer of Rights in the
Property

(G) Loan means the debt evidenced by the Note plus interest any prepayment charges and late charges
due under the Note and all sums due under this Security Instrument plus interest

(H) Riders means all Riders to this Security Instrument that are executed by Borrower The following
Riders are to be executed by Borrower [check box as applicable]

☒ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☐ 1 4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(I) Applicable Law means all controlling applicable federal state and local statutes regulations
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final
non appealable judicial opinions

(J) Community Association Dues Fees and Assessments means all dues fees assessments and other
charges that are imposed on Borrower or the Property by a condominium association homeowners
association or similar organization

(K) Electronic Funds Transfer means any transfer of funds other than a transaction originated by
check draft or similar paper instrument which is initiated through an electronic terminal telephonic
instrument computer or magnetic tape so as to order instruct or authorize a financial institution to debit
or credit an account Such term includes but is not limited to point of sale transfers automated teller
machine transactions transfers initiated by telephone wire transfers and automated clearinghouse
transfers

(L) Escrow Items means those items that are described in Section 3

(M) Miscellaneous Proceeds means any compensation settlement award of damages or proceeds paid
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i)
damage to or destruction of the Property (ii) condemnation or other taking of all or any part of the
Property (iii) conveyance in lieu of condemnation or (iv) misrepresentations of or omissions as to the
value and/or condition of the Property

(N) Mortgage Insurance means insurance protecting Lender against the nonpayment of or default on
the Loan

(O) Periodic Payment means the regularly scheduled amount due for (i) principal and interest under the
Note plus (ii) any amounts under Section 3 of this Security Instrument

(P) RESPA means the Real Estate Settlement Procedures Act (12 U S C Section 2601 et seq) and its
implementing regulation Regulation X (24 C F R Part 3500) as they might be amended from time to
time or any additional or successor legislation or regulation that governs the same subject matter As used

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Form 3041 1/01

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in this Security Instrument RESPA refers to all requirements and restrictions that are imposed in regard to a federally related mortgage loan even if the Loan does not qualify as a federally related mortgage loan under RESPA

(Q) Successor in Interest of Borrower means any party that has taken title to the Property whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan and all renewals extensions and modifications of the Note and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note For this purpose Borrower does hereby mortgage grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the County of Richland

(Type of Recording Jurisdiction) (Name of Recording Jurisdiction)
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE APART HEREOF

Parcel ID Number
111 Summer Branch Lane
Irmo
(Property Address)

which currently has the address of

[Street]
[City] South Carolina 29063 [Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS forever together with all the improvements now or hereafter erected on the property and all easements appurtenances and fixtures now or hereafter a part of the property All replacements and additions shall also be covered by this Security Instrument All of the foregoing is referred to in this Security Instrument as the Property Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument but if necessary to comply with law or custom MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests including but not limited to the right to foreclose and sell the Property and to take any action required of Lender including but not limited to releasing and canceling this Security Instrument

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered except for encumbrances of record Borrower warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record
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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

1 Payment of Principal Interest Escrow Items Prepayment Charges, and Late Charges

Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms as selected by Lender: (a) cash; (b) money order; (c) certified check; bank check; treasurer's check; or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency; instrumentality or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2 Application of Payments or Proceeds Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date or change the amount of the Periodic Payments.

3 Funds for Escrow Items Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the Funds) to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called Escrow Items. At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees, and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

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Form 3041 1/01

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in writing. In the event of such waiver, Borrower shall pay directly when and where payable the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and upon such revocation, Borrower shall pay to Lender all Funds and in such amounts that are then required under this Section 3.

Lender may at any time collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency instrumentality or entity (including Lender if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow as defined under RESPA, Lender shall notify Borrower as required by RESPA and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow as defined under RESPA, Lender shall notify Borrower as required by RESPA and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4 Charges Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by or defends against enforcement of the lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien Within 10 days of the date on which that notice is given Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4

Lender may require Borrower to pay a one time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan

5 Property Insurance Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire hazards included within the term extended coverage and any other hazards including but not limited to earthquakes and floods for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice which right shall not be exercised unreasonably. Lender may require Borrower to pay in connection with this Loan either (a) a one-time charge for flood zone determination certification and tracking services or (b) a one time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above Lender may obtain insurance coverage at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore such coverage shall cover Lender but might or might not protect Borrower. Borrower's equity in the Property or the contents of the Property against any risk hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable with such interest upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies. shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage not otherwise required by Lender for damage to or destruction of the Property such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing any insurance proceeds whether or not the underlying insurance was required by Lender shall be applied to restoration or repair of the Property if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters or other third parties retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened the insurance proceeds shall be applied to the sums secured by this Security Instrument whether or not then due with

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the excess if any paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30 day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6 Occupancy. Borrower shall occupy, establish and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7 Preservation, Maintenance and Protection of the Property. Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

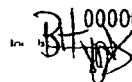
8 Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9 Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations) or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property and securing and/or repairing the Property. Lender's actions can include, but are not limited to, (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court, and (c) paying reasonable

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attorneys fees to protect its interest in the Property and/or rights under this Security Instrument including its secured position in a bankruptcy proceeding. Securing the Property includes but is not limited to entering the Property to make repairs change locks replace or board up doors and windows drain water from pipes eliminate building or other code violations or dangerous conditions and have utilities turned on or off. Although Lender may take action under this Section 9 Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable with such interest upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10 Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If for any reason the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept use and retain these payments as a non refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non refundable notwithstanding the fact that the Loan is ultimately paid in full and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available is obtained and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance Borrower shall pay the premiums required to maintain Mortgage Insurance in effect or to provide a non refundable loss reserve until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time and may enter into agreements with other parties that share or modify their risk or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

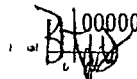
As a result of these agreements Lender any purchaser of the Note another insurer any reinsurer any other entity or any affiliate of any of the foregoing may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance in exchange for sharing or modifying the mortgage insurer's risk or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer the arrangement is often termed captive reinsurance. Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11 Assignment of Miscellaneous Proceeds Forfeiture All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged such Miscellaneous Proceeds shall be applied to restoration or repair of the Property if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not then due with the excess if any paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking destruction or loss in value of the Property the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not then due with the excess if any paid to Borrower.

In the event of a partial taking destruction or loss in value of the Property in which the fair market value of the Property immediately before the partial taking destruction or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking destruction or loss in value unless Borrower and Lender otherwise agree in writing the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking destruction or loss in value divided by (b) the fair market value of the Property immediately before the partial taking destruction or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking destruction or loss in value of the Property in which the fair market value of the Property immediately before the partial taking destruction or loss in value is less than the amount of the sums secured immediately before the partial taking destruction or loss in value unless Borrower and Lender otherwise agree in writing the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages Borrower fails to respond to Lender within 30 days after the date the notice is given Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due. Opposing Party means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding whether civil or criminal is begun that in Lender's judgment could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and if acceleration has occurred reinstate as provided in Section 19 by causing the action or proceeding to be dismissed with a ruling that in Lender's judgment precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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12 Borrower Not Released Forbearance By Lender Not a Waiver Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including without limitation Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due shall not be a waiver of or preclude the exercise of any right or remedy.

13 Joint and Several Liability Co-signers Successors and Assigns Bound Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a co-signer) (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing and is approved by Lender shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14 Loan Charges Lender may charge Borrower fees for services performed in connection with Borrower's default for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including but not limited to attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15 Notices All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16 Governing Law Severability Rules of Construction This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17 Borrower's Copy Borrower shall be given one copy of the Note and of this Security Instrument.

18 Transfer of the Property or a Beneficial Interest in Borrower As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including but not limited to those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19 Borrower's Right to Reinstate After Acceleration If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including but not limited to reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms as selected by Lender: (a) cash; (b) money order; (c) certified check; bank check; treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency; instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20 Sale of Note Change of Loan Servicer Notice of Grievance The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21 Hazardous Substances. As used in this Section 21: (a) Hazardous Substances are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides, and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) Environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection; (c) Environmental Cleanup includes any response action, remedial action, or removal action as defined in Environmental Law; and (d) an Environmental Condition means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

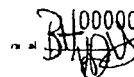
Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or threaten to release any Hazardous Substances on or in the Property. Borrower shall not do nor allow anyone else to do anything affecting the Property: (a) that is in violation of any Environmental Law; (b) which creates an Environmental Condition; or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (b) any Environmental Condition, including but not limited to any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use, or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns or is notified by any governmental or regulatory authority or any private party that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows

22 Acceleration Remedies Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify (a) the default (b) the action required to cure the default (c) a date not less than 30 days from the date the notice is given to Borrower by which the default must be cured and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22 including but not limited to reasonable attorneys' fees and costs of title evidence all of which shall be additional sums secured by this Security Instrument.

23 Release Upon Payment of all sums secured by this Security Instrument this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24 Homestead Waiver Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25 Waiver of Appraisal Rights The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.

26 Future Advances The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon attorneys' fees and court costs.

241455

 6A(SC) 10409 01

Page 13 5

 000003847540 Hooker
Form 3041 1/01

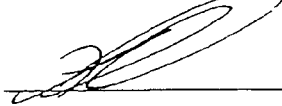
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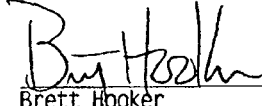
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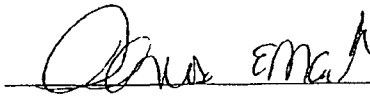
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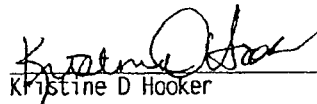
BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it

Signed sealed and delivered in the presence of




Brett Hooker (Seal)
Borrower




Kristine D Hooker (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

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000003847540 Hooker

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Form 3041 1/01

Richard Co. nly ROD

John G Norris

This document is not to scale

0002409

STATE OF SOUTH CAROLINA

I

Denise Emma

Lexington

County ss
do hereby certify that

borrowers

personally appeared before me this day and acknowledged the due execution of the foregoing instrument

Witness my hand and official seal this

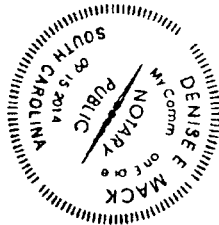
1

day of

June 2007

Denise Emma

Notary Public for South Carolina



My Commission Expires

[Signature]

Richland County, SC

John G. Norris

241455

VMP 6A(SC)104091 01

Page 15 of 15

000003847540 Hooker
[Signature]

Form 3041 1/01

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 1st day of June 2007 and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or Security Deed (the Security Instrument) of the same date given by the undersigned (the Borrower) to secure Borrower s Note to Wachovia Mortgage Corporation

(the Lender) of the same date and covering the Property described in the Security Instrument and located at Irmo SC 29063

[Property Address]

The Property includes but is not limited to a parcel of land improved with a dwelling together with other such parcels and certain common areas and facilities as described in

(the Declaration) The Property is a part of a planned unit development known as COURTYARDS @ROLLING CREEK

[Name of Planned Unit Development]

(the PUD) The Property also includes Borrower s interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the Owners Association) and the uses benefits and proceeds of Borrower s interest

PUD COVENANTS In addition to the covenants and agreements made in the Security Instrument Borrower and Lender further covenant and agree as follows

A PUD Obligations Borrower shall perform all of Borrower s obligations under the PUD s Constituent Documents The Constituent Documents are the (i) Declaration (ii) articles of incorporation trust instrument or any equivalent document which creates the Owners Association and (iii) any by laws or other rules or regulations of the Owners Association Borrower shall promptly pay when due all dues and assessments imposed pursuant to the Constituent Documents

240630

000003847540 Hooker

MULTISTATE PUD RIDER Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3150 1/01
Wolters Kluwer Financial Services Page 1 of 3
VMP® 7R (0411) 01

Initials



B Property Insurance So long as the Owners Association maintains with a generally accepted insurance carrier a master or blanket policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels) for the periods and against loss by fire hazards included within the term extended coverage and any other hazards including but not limited to earthquakes and floods for which Lender requires insurance then (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument whether or not then due with the excess if any paid to Borrower.

C Public Liability Insurance Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D Condemnation The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD or for any conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E Lender's Prior Consent Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F Remedies If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable with interest upon notice from Lender to Borrower requesting payment.

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VMP® 7R (0411) 01

Page 2 of 3

Initials

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B. Hooker

Form 3150 1/01

Richland County ROD

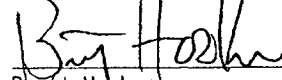
John G. Norris

Instrument 2007049197

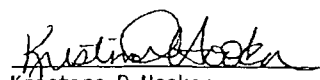
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Date/Time 6/4/2007 1:56:34 PM

BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this PUD Rider


Brett Hooker

(Seal)
Borrower


Kristine D Hooker

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

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000003847540 Hooker

VMP® 7R (0411) 01

Page 3 of 3

Form 3150 1/01

Richland County ROD

John G. Norris

EXCLUSIVE RIGHT TO SELL CONTRACT

State of South Carolina

A. EMPLOYMENT: In consideration of the covenants herein contained (herein called "OWNER") and DUTCH FORK REALTY LLC (herein called "BROKER") agree as follows: For the period of time beginning on 11/10/2006 and ending at midnight on 11/16/2006 Owner hereby grants to Broker the sole and exclusive right to sell the real property known as 304,000 Pk

sole and exclusive agent of the Owner to sell the property subject to the following terms and conditions: B. SALE PRICE: Sold property is hereby listed to sell for the gross sale price of \$ 304,000 or for such other price or upon such other terms (including exchange) to which owner may subsequently agree during the authorization period. Owner agrees to pay Broker a fee of 6% computed upon the gross sales price in any of the following events: (1) the closing of a sale of the property during the authorization period or as a result of a contract secured during the authorization period or (2) The signing by Owner of a valid contract to sell the property but Owner fails or refuses to complete the sale as agreed or (3) The presentation to Owner of a valid and a bona fide written offer to purchase the property which complies with the terms and conditions specified herein. A contract will be deemed to comply with the terms and conditions hereof if the offered contract is for at least the listing price stated herein, is non-contingent and is on a form adopted or recommended by a local Board of Realtors or substantially similar thereto. The fee will be due to Broker even if the Owner sells or obtains the contract to sell the property during the authorization period, or if the Owner sells or obtains the contract to sell the property within 45 days after the expiration of the authorization period to or from a purchaser introduced to the property during the authorization period. This protection period for the Broker beyond the authorization period will be automatically terminated if the Owner enters into a listing agreement with another broker during the protection period. The fee will be due to the Broker not later than the closing date called for in any contract to sell the property or any extension thereof or upon demand if Owner refuses to accept and/or execute a contract which complies with the terms and conditions hereof. Owner agrees to pay the costs and expenses including attorney's fees incurred by Broker as a result of enforcing the provision of this agreement. The owner shall pay at closing the real estate commission, a fee for preparing the deed, the deed stamps required on the deed, recording of satisfaction and prorated taxes as of the day of closing. The term sale shall include any exchange, swap or trade of the herein described property.

C. MARKETING THE PROPERTY: The Broker has the option, but is not required, to continue marketing the property after an offer has been accepted. Owner may terminate this option by giving written notice to Broker. Owner understands and agrees that by placing the listing in the Consolidated Multiple Listing Service the listing will be transmitted electronically and made available via the Internet to the public at large and agrees to indemnify and hold Broker and CMLS harmless from any claim, loss or damage arising therefrom.

D. INQUIRIES: Owner agrees to inform Broker of any inquiries or negotiations concerning the sale of the property.

E. PROPERTY INFORMATION: Owner agrees to furnish Broker with complete and reliable information about the ownership and operation of the property and any encumbrances or liens affecting the property. Owner warrants that, to his knowledge, there are no material defects, hidden or obvious, in or on the property which have not been disclosed to Broker in writing. Owner further warrants that he has viewed the information on the profile sheet attached to and made a part of this Agreement, and that all such information is accurate to the best of his knowledge.

PERSONAL PROPERTY: The real estate described herein includes all fixtures, equipment and improvements of any kind which are now attached to or planted on the premises, such as shrubbery, trees, fences, shutters, blinds, lamp posts, mail boxes, TV antennas, clothes-line poles, car tapestry rods, ceiling fans, attached mirrors and light bulbs, as well as all built-ins, such as equipment, appliances, cabinets, furniture and shelves unless otherwise agreed herein. Personal property to be transferred to the Buyer at no extra cost is as follows:

F. DISCLOSURE OF INFORMATION: Latent Defects: Owner authorizes Broker to disclose pertinent information about the property to his agents, subagents, prospective purchasers and all inquiring parties. Such disclosure shall be in the manner or form customary in the marketplace. Owner agrees to disclose in writing, to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view and to indemnify and hold Broker harmless from any costs, claims, liabilities or damages (including the cost to defend any alleged claims) arising from the Owner's failure to disclose any such defect. This indemnity shall include the costs incurred in enforcing the provisions of this indemnity including reasonable attorney's fees. Known defects are as follows:

G. INSPECTION: Owner agrees to make property available for the inspections by Broker, his agents, subagents, buyers/broker and prospective purchasers, as deemed reasonably necessary by Broker.

H. DISCLOSURE BY LIEN HOLDERS: Owner hereby authorizes anyone having a lien against the property to disclose complete information about the lien to Broker.

I. NON-DISCRIMINATION: It is agreed that this property is listed in full compliance with local, state and federal fair housing laws against discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin.

J. CMLS: Owner directs Broker to place the listing in the Consolidated Multiple Listing Service which will constitute an offer of cooperation to all participants in the CMLS. Owner () does () does not agree for a CMLS lockbox containing keys to be installed on the property in order to facilitate the inspection of the property by Broker and cooperating agents. Owner understands that the placing of lockbox on the property has inherent risks resulting from the potential wrongful acts of persons with access to the lockbox. Owner understands and specifically assumes this risk. Owner further acknowledges that Broker is not an insurer against the loss of personal property and agrees to release Broker and CMLS from any responsibility therefor. Owner authorizes Broker the right to display "For Sale" signs on the property and remove all other signs.

K. AGENCY RELATIONSHIPS: Agent has advised seller of Broker's general company policy regarding cooperation with Subagents. Buyers Agents or both and Owner has read Disclosure Regarding Real Estate Agency Relationships heretofore and agrees to authorize the Agent (Listing Firm) to cooperate and to compensate cooperating companies.

The form of agency in a transaction will be disclosed verbally to the Owner's Agent at the time of initial contact by all cooperating real estate agents. Further a written disclosure of agency shall be provided to the Owner at the time an offer to purchase is submitted for the Owner's consideration.

L. NO CONTROL OF COMMISSION RATES OR FEES: Under the long established policy of CMLS, the broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled, suggested, recommended, or maintained by the CMLS, or by any persons not a party to the listing agreement. The compensation paid by the listing broker to a cooperating broker in respect to any listing is established by the listing broker in his offer of co-operation and is not fixed, controlled, suggested, recommended or maintained by the CMLS, or by any persons other than the listing broker and his or her subagent.

M. SPECIAL STIPULATIONS: The following stipulations shall, if conflicting with printed matter, control:

N. MEDIATION: All parties in this transaction agree to mediation in the event a dispute arises under the Contract and agree that the participation in such that mediation shall be a condition precedent to the right of either party to initiate a civil action hereunder. The mediation shall take place subject to the rules and procedures established by the Greater Columbia Association of Realtors, South Carolina Code Ann. Section 15-48-10 et seq. shall not apply to this Contract.

O. EARNEST MONEY: Owner authorizes Broker to accept and hold, on behalf of Owner, an earnest money deposit in accordance with the terms of any written contract for the sale of the property. In the event such deposit is forfeited by a prospective Purchaser, Broker may retain one-half (1/2) of such deposit, but not exceeding the total amount of Broker's fee. Should Broker incur any costs, including attorney's fees as a result of the release of any of the earnest money deposit to Owner, Owner will reimburse Broker for such costs.

RECEIPT OF A COPY OF THIS AUTHORIZATION AGREEMENT IS HEREBY ACKNOWLEDGED

Donna A. Allen WITNESS 11/10/06 OWNER SS# 3/16/06 DATE

WITNESS DUTCH FORK REALTY LLC OWNER SS# 3/16/06 DATE
BROKER'S COMPANY BY VP MBB BROKER'S SIGNATURE

101 TURNERS CIRCUIT BROKER'S MAILING ADDRESS 503 716-1160 PHONE
201 TURNERS CIRCUIT OWNER'S MAILING ADDRESS

THIS IS A LEGALLY BINDING CONTRACT. ALL BLANKS MUST BE FILLED IN. IF INFORMATION DOES NOT APPLY, INSERT N/A. ANY ALTERED TERMS OR CONDITIONS MUST BE INITIALED BY BOTH OWNER AND BROKER.

Rev. 3/00

0002414

4602

SETTLEMENT STATEMENT

U Department of Housing
and Urban Development

OMB No 2502 0265

B Type of Loan 1 ☐ FHA 2 ☐ FmHA 3 ☐ Conv Un ns 4 ☐ VA 5 ☐ Conv In				6 File Number 2004126 TGQ		7 Loan Number		8 Mortgage Ins Case #	
C Note This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the Settlement Agent are shown. Items marked (p o c) were paid outside the closing. They are shown here for information purposes and are not included in the totals.									
D Name and Address of Borrower KG BUILDER INC 109 TURKEY CROSSING ROAD ELGIN SC 29045				E Name and Address of Seller SEL PROPERTIES LLC PO BOX 11641 COLUMBIA SC 29211				F Name and Address of Lender	
G Property Location LOT 5 CTYDS ROLLING CK 109 SUMMER BRANCH LANE TMS#02607 07 05						H Settlement Agent TIM QUINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN ST COLUMBIA SC 29201		I Settlement Date 05/28/04 DISB DATE 05/28/04	
J Summary of Borrower's Transaction					K Summary of Seller's Transaction				
100 Gross Amount Due From Borrower 101 Contract sales price 102 Personal property 103 Settlement charge to borrower (line 1400) 104 105 Adjustments for items paid by seller in advance 106 City/town taxes to 107 County taxes to 108 Assessments to 109 110 111 112 120 Gross Amount Due From Borrower 200 Amounts Paid By or on Behalf of Borrower 201 Deposit or cash money 202 Principal amount of new loan(s) 203 Existing loan(s) taken subject to 204 205 206 207 208 209 Adjustments for items unpaid by seller 210 City/town taxes to 211 County taxes 1/1/04 to 05/28/04 212 Assessments to 213 214 215 216 217 218 219 220 Total Paid By/For Borrower 300 Cash At Settlement From/To Borrower 301 Gross Amount due from Borrower (line 120) 302 Less amt paid by/for borrower (line 220)					400 Gross Amount Due To Seller 401 Contract sales price 402 Personal property 403 404 405 Adjustments for items paid by seller in advance 406 City/town taxes to 407 County taxes to 408 Assessments to 409 410 411 412 420 Gross Amount Due To Seller 500 Reduction in Amount Due To Seller 501 Excess deposit (see instruction one) 502 Settlement charges to seller (line 1400) 503 Existing loans taken subject to 504 Payoff of first mortgage loan 505 Payoff of second mortgage loan 506 507 508 EARNEST MONEY 509 Adjustments for items unpaid by seller 510 City/town taxes to 511 County taxes 1/1/04 to 05/28/04 512 Assessments to 513 514 515 516 517 518 519 520 Total Reduction Amount Due Seller 600 Cash At Settlement To/From Seller 601 Gross amount due to Seller (line 420) 602 Less reduction in amt due seller (line 520)				
39,652 47					33,221 24				
303, Cash ☒ From ☐ To Borrower					603 Cash ☒ To ☐ From Seller				

REPORTER TAX ID

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. This is a substitute form 1099 S.

SEL PROPERTIES, LLC TAX ID # 57-1039150

Previous Edition is Obsolete

HUD 1 (3 86)
RESPA HB 4305 2

6655

0002415

L Settlement Charges		Paid From	Paid From
700 Total Sales/Broker's Commission based on price \$ 40,000.00 @ 00 %		Borrower's Funds at Settlement	Seller's Funds at Settlement
Division of commission (line 700) as follows			
701 \$	to		
702 \$	to		
703 Commission paid at settlement			
704			
800 Items Payable in Connection with Loan			
801 Loan origination fee	\$		
802 Loan discount	\$		
803 Appraisal fee	to		
804 Credit report	to		
805 Lender inspection fee			
806 Mortgage Insurance Application Fee to			
807 Assumption Fee			
808			
809			
810			
811			
812			
813			
814			
815			
900 Items Required By Lender To Be Paid In Advance			
901 Interest from	to @ \$ /day		
902 Mortgage Insurance Premium for	month to		
903 Hazard Insurance Premium for	years to		
904			
905			
1000 Reserves Deposited With Lender			
1001 Hazard Insurance	months @ \$ per month		
1002 Mortgage Insurance	months @ \$ per month		
1003 City Property Taxes	months @ \$ per month		
1004 County Property Taxes	month @ \$ per month		
1005 Annual Assessments	month @ \$ per month		
1006 Flood Insurance	month @ \$ per month		
1007 Sanitary Tax	months @ \$ per month		
1008 AGGREGATE ACCOUNTING ADJ	month @ \$ per month	0.00	
1100 Title Charge			
1101 Settlement or closing fee	to		
1102 Abstract or title search	to		
1103 Title examination	to		
1104 Title insurance binder	to		
1105 Document preparation	to DOC PREP		75.00
1106 Notary fee	to		
1107 Attorney's fee	to TIM QUINN, ATTORNEY AT LAW	250.00	
(includes above item numbers	1101 1107		
1108 Title insurance	to		
(includes above item numbers			
1109 Lender coverage	\$		
1110 Owner coverage	\$		
1111			
1112			
1113			
1200 Government Recording and Transfer Charges			
1201 Recording fees Deed \$ 10.20	Mortgage \$ 00	Release \$ 8.10	10.20 8.10
1202 City/county tax/stamps Deed \$	Mortgage \$		
1203 State tax/stamps Deed \$ 148.00	Mortgage \$ 00		148.00
1204 RECORD UCC3			8.10
1205			
1300 Additional Settlement Charges			
1301 Survey to			
1302 Pest inspection to			
1303 2003 TAXES RICHLAND TREASURER			374.31
1304			
1305			
1400 Total Settlement Charge (enter on lines 103, Section J and 502, Section K)		260.20	613.51

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

KG BUILDER INC

SEL PROPERTIES, LLC

Borrowers

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent TIM QUINN ATTORNEY AT LAW

05/28/04

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18 U.S.C. Code Section 1001 and Section 1010.

0002416

6656

*The Courtyards
At
Rolling Creek
Phase I*

This contract made between K. G. Builder, purchaser and

SEL Properties LLC seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo in Richland County State of South Carolina and being described as follows

Lot 5 Block _____, Phase I, The Courtyards at Rolling Creek Subdivision,
Irmo S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments not yet due and payable
All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record, including any shown on recorded plats, and all governmental statutes, rules, regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----- \$ 40,000.⁰⁰
To be paid as follows
Deposit or Reservation Money (Cash___Check___) ---\$ 500.⁰⁰

Balance upon Delivery of Deed as hereinafter provided \$ 39,500.⁰⁰

Seller does hereby reserve the right, due to final engineering and survey requirements to partially change, alter or modify the location, shape and dimensions of the lot so long as such damages alterations modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location, shape or dimensions of the lot Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser, all closing costs and prepaid items will be paid by Purchaser

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto. The Deed will be prepared in the name of R. G. Builders And be delivered at the office of T. M. Quinn Or other stipulated place of closing and transaction closed on or before May 31st 2001 But not later than _____ 2002 as extended for events or occurrences beyond Seller's control such as acts of God, casualty losses or material shortages.

Assessments (if any), taxes, and interest will be prorated as of the date of the delivery of the Deed.

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing. Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current year's taxes are determined.

In lieu of pro-rating taxes at closing, Seller may elect to defer proration of taxes until receipt of current year's property tax notice. Upon such receipt, Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel, then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller's prorata share of the taxes as set out in such notice from Seller to Purchaser. In the event Seller fails to pay such sum to Purchaser, then Seller will be responsible for all costs of collection, including reasonable attorney's fees.

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract, then the said deposit shall, at the option of the Seller, be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law, including recovering reasonable attorneys' fees and cost.

No officer, agent or employee of the Seller, nor any other person has been authorized to make representations regarding the terms of Purchaser's purchase of the lot other than those made in this Contract, and if made, may not be relied upon by Purchaser or any other person as being made by Seller.

The lot is sold "AS IS" and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller.

The Seller, its successor and assigns or any persons owning adjoining property may, at their sole discretion, phase the development of the community into more than one phase or in separate projects, with no guarantee to Purchaser that subsequent phases will be developed.

The Development Plan is conceptual in nature and subject to change at any time at Seller's sole discretion, without notice to Purchaser.

Should any provision of this Contract be void or become unenforceable by law or in equity, the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby.

Any assignment without Seller's written consent shall be null and ineffectual.

The purchaser has made a personal on-the-lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

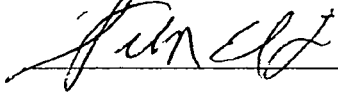
This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations, neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered changed or amended except in writing signed by the party to be charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of



(As to Purchaser)

Address

City State Zip Code

(As to Seller)

 5-16-14

Purchaser Date

Purchaser Date

Telephone - Home


SEL Properties LLC

By _____

Its _____

*The Courtyards
At
Rolling Creek
Phase I*

This contract made between K. G. Builder, purchaser and
_____, SEL Properties, LLC, seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo in Richland County State of South Carolina, and being described as follows

Lot 5 Block _____ Phase I The Courtyards at Rolling Creek Subdivision,
Irmo S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments, not yet due and payable
All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record including any shown on recorded plats, and all governmental statutes rules regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is _____ \$ 40,000.00

To be paid as follows

Deposit or Reservation Money (Cash _____ Check _____) --- \$ 500.00

Balance upon Delivery of Deed as hereinafter provided \$ 39,500.00

Seller does hereby reserve the right, due to final engineering and survey requirements, to partially change alter or modify the location, shape and dimensions of the lot so long as such damages alterations, modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location, shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser all closing costs and prepaid items will be paid by Purchaser

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto. The Deed will be prepared in the name of R. G. Builders And be delivered at the office of T. M. Quinn Or other stipulated place of closing and transaction closed on or before May 31st 2004 But not later than _____ 2002 as extended for events or occurrences beyond Seller's control such as acts of God, casualty losses or material shortages.

Assessments (if any), taxes and interest will be prorated as of the date of the delivery of the Deed.

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing. Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current year's taxes are determined.

In lieu of prorating taxes at closing, Seller may elect to defer proration of taxes until receipt of current year's property tax notice. Upon such receipt, Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel, then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller's prorata share of the taxes as set out in such notice from Seller to Purchaser. In the event Seller fails to pay such sum to Purchaser, then Seller will be responsible for all costs of collection, including reasonable attorney's fees.

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract, then the said deposit shall, at the option of the Seller, be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law, including recovering reasonable attorneys' fees and cost.

No officer, agent or employee of the Seller, nor any other person has been authorized to make representations regarding the terms of Purchaser's purchase of the lot other than those made in this Contract, and if made, may not be relied upon by Purchaser or any other person as being made by Seller.

The lot is sold "AS IS" and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller.

The Seller, its successor and assigns or any persons owning adjoining property may, at their sole discretion, phase the development of the community into more than one phase or in separate projects, with no guarantee to Purchaser that subsequent phases will be developed.

The Development Plan is conceptual in nature and subject to change at any time at Seller's sole discretion, without notice to Purchaser.

Should any provision of this Contract be void or become unenforceable by law or in equity, the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby.

Any assignment without Seller's written consent shall be null and ineffectual.

The purchaser has made a personal on the lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County, shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

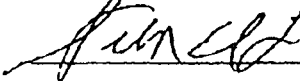
This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral statements or representations whatsoever shall be considered apart hereof. This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other. This Contract cannot be altered, changed or amended, except in writing signed by the party to be charged.

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing.

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of



 5-12-04
Purchaser Date

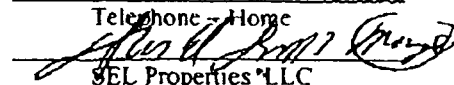
(As to Purchaser)

Purchaser Date

Address

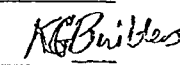
Telephone Home

City State Zip Code


SEL Properties LLC

(As to Seller)

By _____



1990
07 181/532
14 DATE
\$ 500.00
DOLLARS


6702

0002422

11/30/2004 20 42 8037869588

LIPSCOMB HOLDINGS
U S Department of
and Urban Development

PAGE 81

SETTLEMENT STATEMENT

OMB No. 2501-0365

1 ☐ Type 1 Loan	2 ☐ FHA 2 ☐ VA 3 ☐ Conv Unins	4 ☐ File Number	5 ☐ Loan Number	6 ☐ Mortgage Line Co o 8
1 ☐ VA 5 ☐ Conv Ins		2004265 TGO		

C Note This form is furnished to give you a statement of actual settlement as to amounts paid to and by the Settlement Agent as shown. Items marked (p o n) were paid outside the closing they are shown here for information purposes and are not included in the totals.

D Name and Address of Borrower K&L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211	E Name and Address of Seller SEL PROPERTIES LLC PO BOX 11641 COLUMBIA SC 29211	F Name and Address of Lender FIRST CITIZENS 1225 LADY STREET COLUMBIA SC 29203

G Property Location LOT 7 COURTYARDS ROLLING CREEK TMS#2607-07-07	H Settlement Agent TIM QUINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN ST COLUMBIA SC 29201	I Settlement Date 11/22/04 DISB DATE: 11/22/04

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100 Gross Amount Due From Borrower	42,000.00	400 Gross Amount Due To Seller	42,000.00
101 Contract sales price		401 Contract sales price	
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	3,372.15	403 Settlement charges to seller (line 1400)	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes 11/22/04 12/31/04	29.26	407 County taxes 11/22/04 12/31/04	29.26
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	45,401.41	420 Gross Amount Due To Seller	42,029.26
100 Amounts Paid By or In Beh of Borrower		500 Reduction in Amount Due To Seller	
101 Deposit or cash money	0.00	501 Excess deposit (see instructions)	0.00
102 Principal amount of new loan(s)	0.00	502 Settlement charges to seller (line 1400)	880.54
103 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
104 CONST LOAN 216000.00	0.00	504 Payoff of first mortgage loan	
105 1ST DRAW	45,401.41	505 Payoff of second mortgage loan	
106		506	
107		507	
108		508 NBSC	32,000.00
109		509	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
110 City/town taxes to		510 City/town taxes to	
111 County taxes to		511 County taxes to	
112 Assessments to		512 Assessments to	
113		513	
114		514	
115		515	
116		516	
117		517	
118		518	
119		519	
220 Total Paid By/For Borrower	45,401.41	520 Total Reduction Amount Due Seller	32,880.54
200 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
201 Gross Amount due from Borrower (line 120)	45,401.41	601 Gross amount due to Seller (line 420)	42,029.26
202 Loan not paid by/for borrower (line 220)	45,401.41	602 Less reduction in amt due seller (line 520)	32,880.54
203 Cash ☒ From ☐ To Borrower	0.00	603 Cash ☒ To ☐ From Seller	2,148.72

REPORTER TAX ID #

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SEL PROPERTIES, LLC TAX ID # 57-1039150

Previous Edition is obsolete

HUD 1 (3-86)
HSPB HB 4305-2

OCA site 7177 90
OCA Infract 25883 23
COGS Lts cost-3306113

5629

0002423

Richland County Residential Building Permit

Planning & Development Services

2020 Hampton Street
P O Box 192
Columbia SC 29202

(803) 576-2190 Tel
(803) 576-2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0403841	09/01/2004	\$	\$	

LOCATION	112 Summerbranch Ln Lot 8 Imo SC 29063	SUBDIVISION	
TMS#	02600-04-02	LOT	
USEZONE	RS-LD	FLOODZONE	X
MOBILEDECAL		UTILITIES	
MOBILEMODEL		Electri	SCE&G
		Sewer	
		Gas	SCE&G

OWNER	K and L Contracting	CONTRACTOR	K and L Contracting
APPLICAN	K and L Contracting		Patnck A Kirk
SUB-CONTRs		LICENSES	
Electical	Weaver Systems Inc	General	
Plumbing	Home Service	Electrical	
Mechanical	Shannon Heating And Air	Mechanical	
		Plumbing	

DESCRIPTION OF WORK	SETBACKS	ZONING	CUSTOM
NEW HOME	Front	25	
	Back	20	
	Sides	5	
	Combined	16	
	Corner	12 5	
NATURE OF WORK	DIMENSIONS	#STORIES	1
New Construction		SQUARE FOOTAGE	0 Sq Ft
REPORT CODE		SINGLE FAMILY ONLY	
101 New Res Single family houses attached or detached		#BATHROOMS	0
OCCUPANCY TYPE	CONSTRUCTION TYPE	#BEDROOMS	0
R 3 and IRC Residential	VB	TOTAL ROOMS	0
one and two family			

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor or Authorized Agent

Date

Approved By

Date

09/01/2004

WEB ADDRESS

<http://BuildingDepartment.com/projects>

PERMIT NUMBER

0403841

PERMIT PIN

258714

Save Time & Money with Online Permits and Inspections Go To www.buildingdepartment.com

printed July 6 2007

0002425

SETTLEMENT STATEMENT

and Urban Development

OMB No 2502-0265

A Type of Loan 1 ☒ FHA 2 ☐ FmHA 3 ☐ Conv Unins 4 ☐ VA 5 ☐ Conv Ins				6 File Number 2004189 TGQ		7 Loan Number		8 Mortgage Ins Case #	
C Note This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the Settlement Agent are shown. Items marked (p o c) were paid outside the closing; they are shown here for information purposes and are not included in the totals.									
D Name and Address of Borrower K&L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211				E Name and Address of Seller SEL PROPERTIES LLC PO BOX 11641 COLUMBIA SC 29211				F Name and Address of Lender FIRST CITIZENS 1225 LADY STREET COLUMBIA SC 29202	
G Property Location LOT 8 COURTYARDS ROLLING CREEK TMS#02607-07-08						H Settlement Agent TIM QUINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN ST COLUMBIA SC 29201			
						I Settlement Date 08/18/04 DISB DATE 08/18/04			
J Summary of Borrower's Transaction					K Summary of Seller's Transaction				
100 Gross Amount Due From Borrower					400 Gross Amount Due To Seller				
101 Contract sales price 40,000 00					401 Contract sales price 40,000 00				
102 Personal property					402 Personal property				
103 Settlement charges to borrower (line 1400) 2,950 50					403				
104					404				
105					405				
Adjustments for items paid by seller in advance					Adjustments for items paid by seller in advance				
106 City/town taxes to					406 City/town taxes to				
107 County taxes to					407 County taxes to				
108 Assessments to					408 Assessments to				
109					409				
110					410				
111					411				
112					412				
120 Gross Amount Due From Borrower 42,950 50					420 Gross Amount Due To Seller 40,000 00				
200 Amounts Paid By or in Behalf of Borrower					500 Reduction in Amount Due To Seller				
201 Deposit or earnest money 0 00					501 Excess deposit (see instructions) 0 00				
202 Principal amount of new loan(s) 0 00					502 Settlement charges to seller (line 1400) 605 41				
203 Existing loan(s) taken subject to					503 Existing loans taken subject to				
204 CONST LOAN 188000 00 0 00					504 Payoff of first mortgage loan				
205 1ST DRAW 42,783.49					505 Payoff of second mortgage loan				
206					506				
207					507				
208					508 NBSC 32,000 00				
209					509				
Adjustments for items unpaid by seller					Adjustments for items unpaid by seller				
210 City/town taxes to					510 City/town taxes to				
211 County taxes 1/1/04 to 08/18/04 167 01					511 County taxes 1/1/04 to 08/18/04 167 01				
212 Assessments to					512 Assessments to				
213					513				
214					514				
215					515				
216					516				
217					517				
218					518				
219					519				
220 Total Paid By/For Borrower 42,950 50					520 Total Reduction Amount Due Seller 32,772 42				
300 Cash At Settlement From/To Borrower					600 Cash At Settlement To/From Seller				
301 Gross Amount due from Borrower (line 120) 42,950 50					601 Gross amount due to Seller (line 420) 40,000 00				
302 Less amt paid by/for borrower (line 220) (42,950 50)					602 Less reduction in amt due seller (ln 520) (32,772.42)				
303 Cash ☒ From ☐ To Borrower 0.00					603 Cash ☒ To ☐ From Seller 7,227 58				

REPORTER TAX ID #

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SEL PROPERTIES, LLC TAX ID # 57-1039150

Previous Edition is Obsolete

 HUD 1 (3 86)
 RESPA HB 4305 2

0002426

700	Total Sales/Broker's Commission based on price \$	40,000 00 @	00 %				
	Division of commission (line 700) as follows						
701	\$	to					
702	\$	to					
703	Commission paid at settlement						
704							
800	Items Payable in Connection With Loan						
801	Loan origination Fee	00 %	FIRST CITIZENS		1,880 00		
802	Loan Discount	%					
803	Appraisal Fee	to	FIRST CITIZENS		300.00		
804	Credit report	to					
805	Lender's Inspection Fee						
806	Mortgage Insurance Application Fee to						
807	Assumption Fee						
808	FLOOD CERT FEE TO FIRST CITIZENS				8 00		
809							
810							
811							
812							
813							
814							
815							
900	Items Required By Lender To Be Paid In Advance						
901	Interest from	to	@ % /day				
902	Mortgage Insurance Premium for		months to				
903	Hazard Insurance Premium for		years to				
904							
905							
1000	Reserves Deposited With Lender						
1001	Hazard Insurance	months @ \$	per month				
1002	Mortgage Insurance	months @ \$	per month				
1003	City Property Taxes	months @ \$	per month				
1004	County Property Taxes	months @ \$	per month				
1005	Annual Assessments	months @ \$	per month				
1006	Flood Insurance	months @ \$	per month				
1007	Sanitary Tax	months @ \$	per month				
1008	AGGREGATE ACCOUNTING ADJ months @ \$				0 00		
1100	Title Charges						
1101	Settlement or closing fee	to					
1102	Abstract or title search	to					
1103	Title examination	to					
1104	Title insurance binder	to	PERPETUAL TITLE		50.00		
1105	Document preparation	to	DOC PREP				75 00
1106	Notary fees	to					
1107	Attorney's fees	to	TIM QUINN, ATTORNEY AT LAW		250 00		
	(includes above item numbers	1101-1107	)				
1108	Title insurance	to	PERPETUAL TITLE		429 00		
	(includes above item numbers		)				
1109	Lender's coverage	\$	188,000.00				
1110	Owner's coverage	\$					
1111							
1112							
1113							
1200	Government Recording and Transfer Charges						
1201	Recording fees Deed \$	10 20	Mortgage \$ 15 20	Releases \$ 8 10	33 50		
1202	City/county tax/stamps Deed \$		Mortgage \$				
1203	State tax/stamps Deed \$	148 00	Mortgage \$	00			148 00
1204	RECORD UCC3						8 10
1205							
1300	Additional Settlement Charges						
1301	Survey to						
1302	Pest inspection to						
1303	2003 TAXES RICHLAND COUNTY						374 31
1304							
1305							
1400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				2,950 50		605 41

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD 1 Settlement Statement.

Adam E. Lynn
K&L CONTRACTING, LLC

Adam E. Lynn
SEL PROPERTIES LLC

Borrowers

The HUD 1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

TIM QUINN ATTORNEY AT LAW

Sellers

08/18/04

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

0002427

Type of Loan		File Number		Loan Number		Mortgage Insurance	
1 ☐ FHA	2 ☐ FmHA	3 ☐ Conv	4 ☐ Unin	5 ☐ 2004189	6 ☐ TGQ	7 ☐	8 ☐
4 ☐ VA	5 ☐ Conv	6 ☐ Unin	7 ☐	8 ☐	9 ☐	10 ☐	11 ☐

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D Name and Address of Borrower K&L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211	E Name and Address of Seller SEL PROPERTIES LLC PO BOX 11641 COLUMBIA SC 29211 <i>CRC</i>	F Name and Address of Lender FIRST CITIZENS 1225 LADY STREET COLUMBIA SC 29202

G Property Location LOT 8 COURTYARDS ROLLING CREEK TMS#02607 07-08	H Settlement Agent TIM QUINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN ST COLUMBIA SC 29201	I Settlement Date 08/18/04 DISB DATE 08/18/04

J Summary of Borrower Transaction		K Summary of Seller Transaction	
100 Gross Amount Due From Borrower		400 Gross Amount Due To Seller	
101 Contract sale price	40,000 00	401 Contract sale price	40,000 00
102 Personal property		402 Personal property	
103 Settlement charge to borrower (line 400)	2,950 50	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustment for item paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County tax to	
108 Assessments to		408 Assessment to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	42,950 50	420 Gross Amount Due To Seller	40,000 00
200 Amount Paid By or in Behalf of Borrower		500 Reduction in Amount Due To Seller	
201 Deposit or earnest money	0 00	501 Excess deposit (see instruction)	0 00
202 Principal amount of new loan(s)	0 00	502 Settlement charges to seller (line 1400)	605 41
203 Existing loan(s) taken subject to		503 Existing loan taken subject to	
204 CONST LOAN 188000 00	0 00	504 Payoff of first mortgage loan	
205 1ST DRAW	42,783 49	505 Payoff of second mortgage loan	
206		506	
207		507	
208		508 NBSC	32,000 00
209		509	
Adjustment for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 1/1/04 to 08/18/04	167 01	511 County tax 1/1/04 to 08/18/04	167 01
212 Assessment to		512 Assessment to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	42,950 50	520 Total Reduction Amount Due Seller	32,772 42
300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gross Amount due from Borrower (line 120)	42,950 50	601 Gross amount due to Seller (line 420)	40,000 00
302 Less amount paid by/to borrower (line 220)	(42,950 50)	602 Less reduction in amt due seller (ln 520)	(32,772 42)
303 Cash ☒ From ☐ To Borrower	0 00	603 Cash ☒ To ☐ From Seller	7,227 58

REPORTER TAX ID #

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SEL PROPERTIES, LLC TAX ID # 57-1039150

Previous Edition is Obsolete

HUD 1 (3 86)
RESPA MB 4305 2

3564

0002428

701 \$ to		Borrower Funds at Settlement	Funds at Settlement
702 \$ to			
703 Commission paid at settlement			
704			
800 Items Payable in Connection With Loan			
801	Loan origination Fee 00 to FIRST CITIZENS	1,880 00	
802	Loan Discount to		
803	Appraisal Fee to FIRST CITIZENS	300 00	
804	Credit report to		
805	Lender Inception Fee		
806	Mortgage Insurance Application Fee to		
807	Assumption Fee		
808	FLOOD CERT FEE TO FIRST CITIZENS	8 00	
809			
810			
811			
812			
813			
814			
815			
900 Item Required By Lender To Be Paid In Advance			
901	Interest from to \$ /y		
902	Mortgage Insurance Premium for months to		
903	Hard Insurance Premium for y to		
904			
905			
1000 Reserves Deposited With Lender			
1001	Hazard Insurance months \$ per month		
1002	Mortgage Insurance month \$ per month		
1003	City Property Taxes months \$ per month		
1004	County Property Tax month \$ per month		
1005	Annual Assessment month \$ per month		
1006	Flood Insurance months \$ per month		
1007	Santa Cruz Tax month \$ per month		
1008	AGGREGATE ACCOUNTING ADJ month \$ per month	0 00	
1100	Title Charge		
1101	Settlement or closing fee to		
1102	Abstract or title search to		
1103	Title examination to		
1104	Title insurance binder to PERPETUAL TITLE	50 00	
1105	Document preparation to DOC PREP		75 00
1106	Notary fees to		
1107	Attorney's fee to TIM QUINN, ATTORNEY AT LAW	250 00	
	(includes above item number 1101-1107)		
1108	Title insurance to PERPETUAL TITLE	429 00	
	(include above item numbers)		
1109	Lender's coverage \$ 188,000 00		
1110	Owner's coverage \$		
1111			
1112			
1113			
1200 Government Recording and Transfer Charge			
1201	Recording fee Deed \$ 10 20 , Mortgage \$ 15 20 , Release \$ 8 10	33 50	
1202	City/county tax/stamps Deed \$, Mortgage \$		
1203	State tax/stamp Deed \$ 148 00 , Mortgage \$ 00		148 00
1204	RECORD UCC3		8 10
1205			
1300 Add to Settlement Charges			
1301	Survey to		
1302	Per inspection to		
1303	2003 TAXES RICHLAND COUNTY		374 31
1304			
1305			
1400	Total Settlement Charge (enter on lines 103, Section J and 502, Section K)	2,950 50	605 41

I have carefully reviewed the HUD 1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate statement of all receipt and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD 1 Settlement Statement.

John E. Lynn
K&L CONTRACTING LLC

John E. Lynn
SEL PROPERTIES LLC

Borrower

Seller

The HUD 1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Tim Quinn
Settlement Agent
TIM QUINN ATTORNEY AT LAW

08/18/04
Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.



CONTRACT OF SALE

Revised 8/03

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice.

Agency Confirmation Purchaser and Seller acknowledge that a S C Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to its presentation and serves as written confirmation to the agreed upon agency status.

THE [] BUYER [] SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE

1 DATE A contract to purchase is offered this 19 day of July year 2005
by JAMES AND LUCYNT DAVERN Purchaser(s)
to K & L CONTRACTING LLC Seller(s)

2 PROPERTY DESCRIPTION Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land with the buildings and improvements thereon if any located in RICHLAND County South Carolina and being described as follows:
Street City IRMO Zip 29063
TMS# Subdivision COUNTYLAND AT ROLLING GREEN

3 PRICE The sales price is \$ 285,000.00 to be paid as follows:
A \$ 5000.00 Earnest money paid by [] cash [X] check [] other held in trust by ASSET REALTY INC
B \$ Additional earnest money to be deposited with prior to
C \$ Balance of down payment at closing is to be in the form of a cashier's check or certified funds
D \$ Loan amount (type marked below) to be obtained by Purchaser

4 FINANCING A Financing shall be [] FHA [] VA (see addendum for FHA/VA) [X] CONVENTIONAL [] SELLER [] CASH (No Financing Required) [] LOAN ASSUMPTION (see addendum for loan assumption) OTHER TERMS N/A

B If Seller financing is included in the financing of this property, Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest that Seller determine for himself that Purchaser's credit is satisfactory.

C In a cash transaction, Purchaser agrees to provide Seller or Seller's Agent within ten (10) business days of acceptance of the contract, written verification of sufficient and available funds for the specified date of closing. Purchaser's failure to comply shall constitute a default under this contract.

D This contract is contingent on the property appraising according to the Lender's appraisal or other appraisal as agreed for the selling price or more.

5 CLOSING COSTS DISCOUNT POINTS If a new loan is obtained, Purchaser's closing costs to be paid by the PURCHASER/SELLER and the Purchaser's prepaid items to be paid by the PURCHASER/SELLER. PMI, FHA MIP, VA or Rural Housing Funding/Guarantee Fee to be paid by the PURCHASER/SELLER.

[] To be financed. Discount Points (if any) to be paid by . If Seller pays closing costs, prepaid items (PMI, FHA MIP, VA or Rural Housing Funding/Guarantee Fee) and/or discount points on behalf of Purchaser, Seller will pay allowable and nonallowable costs of Purchaser not to exceed \$ 6000.00. THE CLOSING COSTS ARE INCLUSIVE SELLER TO

6. LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES IF CLOSING ON/BEFORE SEPT 15, 2005 SELLER AGREES
Purchaser agrees to apply for financing as stated above from the Lender of his choice and to provide Seller within five (5) business days from the date of contract acceptance, confirmation from Lender that application has been made and any required funds advanced for credit report and appraisal. Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner. Purchaser's failure to apply as required above shall constitute a default under this contract. Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents. If loan is rejected by initial lender, Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to void contract. Contract is contingent upon above financing. If loan cannot be obtained, earnest money will be refunded to Purchaser after earnest money check has cleared the bank.

BUYERS TO PAY \$1622.00/month IF CLOSING IS AFTER OCTOBER 15, 2005. PK 7/20/05 LK 5/20

8/03 Purchaser's Initials (PK/LK) DATE 7/20/05 HAVE READ THIS PAGE Seller's Initials (PK) DATE 7/20/05 HAVE READ THIS PAGE

7 ADDITIONAL CONTINGENCIES

N/A Complete the sale and closing of Purchaser's property located at _____
 it is further agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this contract remains in effect. Should Seller be presented another contract and if accepted this contract will be voided without notification to the Purchaser or Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank. Purchaser or Purchaser's Agent will be notified of this contract being voided as soon as possible. For Purchaser to remove this contingency Purchaser must provide documentation to Seller or Seller's Agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed. Upon the Purchaser's acceptance of a bona fide contract clear of contingencies other than financing the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property. Any documentation regarding the sale of Purchaser's property to be furnished upon request.
N/A Complete the closing of the sale of Purchaser's property currently under contract on or before _____
 Property is located at _____ All documentation pertaining to this sale will be provided by Purchaser upon request.
N/A Other _____

8 INSPECTIONS

A Home Inspection

The Listing and Selling Broker(s) recommend that Purchaser obtain a home inspection. Purchaser has the right within ten (10) business days after acceptance of contract to have home inspected by qualified professional inspectors of his choice including a professional qualified to inspect for hazardous substances. Expenses of home inspections to be paid by Purchaser. If Seller does not receive Purchaser's written response to the inspection(s) and a copy of the inspection(s) report within the same ten (10) business day period Section 8A is nullified in its entirety.

- (1) Purchaser has the option of accepting the property in current condition as referenced by the inspection report(s) otherwise Purchaser must notify the Seller or Seller's Agent in writing by signed addendum specifying the defects or conditions Purchaser expects the Seller to remedy. Addendum must be accompanied by a copy of the home inspection report.
- (2) Seller has three (3) business days to accept or reject Purchaser's home inspection repair addendum.
 - (a) If Seller accepts addendum Purchaser agrees to complete this sale according to the terms and conditions of this contract.
 - (b) If Seller modifies addendum Purchaser has two (2) business days from receipt of Seller's written counterproposal to notify Seller or Seller's Agent of his acceptance of Seller's counterproposal and agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void.
 - (c) If Seller rejects addendum Purchaser has two (2) business days from receipt of Seller's rejection to notify Seller or Seller's Agent in writing that Purchaser agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void.
- (3) Purchaser's failure to notify Seller or Seller's Agent in writing of any defect found by the home inspection within the time limits herein provided or Purchaser's acceptance of the deed at closing shall constitute Purchaser's full acceptance of the condition of the property and a waiver of Purchaser's right to object to any defects found by the home inspection(s).

B Termite Inspection

Notwithstanding the provisions of Section 8A [] Purchaser ☒ Seller shall at his expense furnish a current certification from a licensed and bonded exterminator stating that the herein described property excluding detached garages, detached buildings or detached structure(s) of every kind is free and clear of termites, water and fungus damage or other wood destroying organisms. If any such damage or infestation is found and inspector recommends treatment and/or repairs the Seller agrees to have it corrected at his expense prior to closing.

C Heating & Air Inspection

Notwithstanding the provisions of Section 8A [] Purchaser ☒ Seller shall furnish at his expense a letter from a heating and air company stating that heating and air conditioning (if applicable) systems are in satisfactory working order. Seller agrees to have any required repairs corrected at his expense prior to closing. Aforementioned not guaranteed for any period of time after closing.

D Lead-Based Paint Inspection

If this home was built prior to 1978 it may contain lead based paint. This contract is contingent upon a risk assessment or inspection of the property for the presence of lead based paint and/or lead based paint hazards at the Purchaser's expense until midnight on the tenth (10th) business day after acceptance of this contract. This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's Agent) delivers to the Seller (or Seller's Agent) a written contract addendum listing the specific existing deficiencies, corrections needed, and the inspection and/or risk assessment report within the above time limits. The Seller may at the Seller's option elect in writing whether to correct the condition(s) prior to settlement. If the Seller does not elect to make the repairs the Purchaser may remove this contingency and take the property in inspection report(s) condition within the above time limits or this contract will become void. The Purchaser may remove this contingency at any time without cause.

If this home was built prior to 1978 a Disclosure of Information and Acknowledgment Lead Based Paint and/or Lead Based Paint Hazards is hereby made an addendum to this contract and must be signed by both Purchaser and Seller.

9 CONDITION OF PROPERTY

(A) Except as a new home being sold by the builder the Purchaser acknowledges that Seller except as provided in below paragraphs of this section gives no guaranty or warranty of any kind express or implied and has made no representation as to the physical condition of the property or the existence of improvements services appliances or systems thereof or as to merchantability or fitness for a particular purpose as to the property or improvements thereof and any implied warranty is hereby disclaimed by the Seller

(B) The Seller warrants the heating air conditioning plumbing and electrical systems well and/or septic systems and all appliances to be in operative condition on the day of closing or the day possession is given whichever occurs first

(C) After any inspection by Purchaser and after repairs if any made as a result of any such inspection the Seller agrees to maintain the property including yard maintenance heating and air conditioning plumbing and electrical systems and all appliances to be conveyed in proper operative condition normal wear and tear excepted until the day of closing or the day possession is given whichever occurs first Seller warrants that to the best of his knowledge information and belief there are no conditions in the residence which would adversely affect the value when conditions are hidden by furniture fixtures or window treatments currently in place in the property

(D) Seller represents that the property is connected to ☒ public/community sewer system or to ☐ a septic tank and to ☒ public/community water system or to ☐ well system and ☐ is located in flood zone or ☒ is not located in flood zone

(E) Seller represents that the property ☒ is or ☐ is not subject to a mandatory association fee (i.e. home owner's association/regime or otherwise) If property is subject to a mandatory fee the fee is \$ 0 per _____ and the fee ☒ is or ☐ is not current Purchaser ☒ has ☐ has not received copy of restrictions/ covenants if applicable

(F) Seller warrants that the property ☐ is or ☒ is not subject to a special assessment of any governing body including but not limited to a homeowner's association or regime or otherwise If the property is subject of a special assessment the assessment ☒ has or ☐ has not been paid

(G) ☒ Purchaser and Seller agree that a Seller's Property Condition Disclosure statement as required by South Carolina Code of Laws has been provided to Purchaser by Seller prior to the ratification of this agreement

☒ Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws

10 CONVEYANCE
DATE OF
CLOSING

Conveyance shall be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated All statutory deed transfer fees shall be the responsibility of Seller Purchaser shall pay for recording of deed The deed shall be prepared in the name of JAMES AND LUCYNA DALVERN and delivered to stipulated place of closing This transaction shall be closed on or before CTT 15, 2005

11 POSSESSION

The Seller will not be obligated to give possession or vacate the herein described property to the Purchaser until twenty four (24) hours after the title to this property has passed to the Purchaser Seller agrees to deliver the property free of debris in a clean condition with landscaping maintained Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection within twenty four (24) hours prior to closing

12 FIXTURES AND
PERSONAL
PROPERTY

This sale includes all fixtures equipment and improvements of any kind which now exist and are attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas satellite dishes Seller owned security systems clothes-line poles curtain/drapery rods ceiling fans attached mirrors light bulbs switch plates duct covers and built ins such as equipment appliances cabinets furniture and shelves unless otherwise agreed herein (Other items may be sold separately by bill of sale)

13 REMARKS

Other conditions

BUYERS REQUIRE
① SCREENED PORCH ② 10'x12' DECK ③ ZENIA SOD FRONT & REAR ④ IRRIGATION SYSTEM ON TIER FOR FRONT AND REAR ⑤ LANDSCAPING OF FRONT YARD TO BE APPROVED BY BUYER AT \$ ALLOWANCE OF \$3500 ⑥ DECORATIVE IRON GATE AT COUNTRY AND ENTRANCE ⑦ GAS LOGS ALLOWANCE OF \$450 ⑧ SEMI-CLOSE - COLOR TRID - FOR KITCHEN CABINETS AND CABINET KROSE - HANDWARE TRID BY BUYERS ⑨ FURTER DRAINAGE AROUND HOME AND DRAINAGE THROUGH CEMENT AND DRIVE NATURAL WALK TO BEGIN AT CUL-DE-SAC CURB AND EXTEND BESIDE THE LEFT SIDE OF THIS HOME ⑩ FIX-REPAIR CONCRETE DRIVE CORNER (BROKER)

14 ADJUSTMENTS

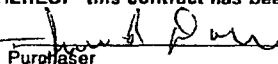
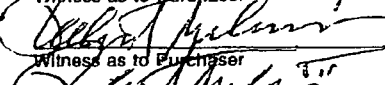
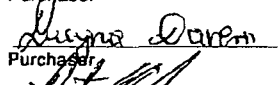
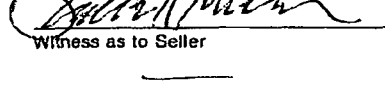
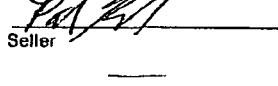
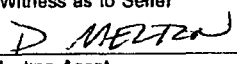
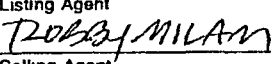
Taxes water sewer charges fuel oil propane electricity natural gas rents when applicable and all other assessments including homeowners association fees regime fees or the like shall be adjusted as of the date of closing Tax prorations pursuant to this contract are to be based on the tax information available or projected on the date of closing and are to be prorated on that basis unless otherwise stipulated in this contract

- 15 FIRE OR CASUALTY** In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Seller shall have the right for ten (10) business days after notice of such damage to terminate this contract. Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder. If neither Purchaser nor Seller elects to terminate the contract the parties shall proceed according to the terms of the contract.
- 16 DEFAULT** If the Purchaser shall default under this contract the Seller shall have the option of suing for damages or rescinding this contract. In the event the contract is rescinded one-half of the earnest money shall then be paid to the Broker(s) not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to the Seller. Upon default by the Seller the Purchaser shall have the option of suing for damages or specific performance or rescinding this contract. Upon default by the Seller if the Purchaser elects to rescind this contract he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Seller for actual costs incurred including but not limited to credit report appraisal fee survey and cost of title examination. In any action to enforce the provisions of this contract the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney's fees.
- 17 MEDIATION** Any dispute or claim arising out of or relating to this contract the breach of this contract or the services provided in relation to this contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Purchaser(s) Seller(s) or any real estate broker or other person or entity in connection with the sale purchase financing condition or other aspect of the property to which this contract pertains including without limitation allegations of concealment misrepresentation negligence and/or fraud. Any contract signed by the parties pursuant to the mediation conference shall be binding. South Carolina Code Ann. Section 15-48-10 et seq. shall not apply to this contract.
- 18 ENTIRE CONTRACT BINDING CONTRACT** The parties agree that this written contract expresses the entire agreement between the parties and that there is no other agreement oral or otherwise modifying the terms hereunder and that the contract shall be binding on both parties their principals heirs personal representatives successors and assigns as state law permits.
- 19 EARNEST MONEY** Broker does not guarantee payment of check or checks accepted as earnest money. Earnest money is to be promptly deposited in Broker's escrow account upon acceptance by both parties of contract. In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable Attorney's fees and court cost the same to be charged and assessed against the Purchaser(s) or Seller(s) or both as the court may decide.
- The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account. Purchaser agrees to and understands that he has been informed of his right to ownership of the interest but relinquishes to the broker by this written agreement said right of ownership. The earnest money so noted will ☒ will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker.
- 20 SURVEY TITLE EXAMINATION INSURANCE** The Listing and Selling Broker(s) and their Agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender effective with the time of closing.
- 21 EXTENSION AGREEMENT** Time is of the essence. If Purchaser or Purchaser's Agent has provided written loan commitment but not closed within the stipulated time limit of this contract both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date. In a cash transaction if terms and conditions of section 4C have been met both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date.
- 22 BROKERAGE FEE** All real estate brokerage fees as specified in the Listing Agreement and in the Buyer's Brokerage Representation Agreement if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing subject to any contingencies specified herein.
- 23 NON-RESIDENT TAX** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.
- 24 HOME WARRANTY COVERAGE** Both parties understand that a home warranty ☒ will ☐ will not be provided at closing if applicable. The warranty premium will be paid at closing by the SELLER in the amount of \$ 2-10 and provided by 2-10 Home Warranty Company and written through the SELLER Broker.
- 25 EXPIRATION OF OFFER** This offer from Purchaser shall be withdrawn at 5:00 o'clock P m (ET) on July 21, 2005 unless accepted or countered by Seller in written form prior to such time.
- 26 FAX** Both Purchaser and Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract.
- 27 SURVIVAL** If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing it shall survive the closing and remain binding upon and for the parties hereto until fully observed kept or performed.

- 28 DEFINITIONS** In this contract a single business day is defined as a twenty four (24) hour period beginning at the time of acceptance of this contract excluding Saturdays Sundays and South Carolina legal holidays
- 29 HUD/CLOSING STATEMENT RELEASE** Seller and Purchaser authorize the closing attorney to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction
- 30 MEGAN S LAW** The Purchaser and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry The Purchaser agrees that the Purchaser has the sole responsibility to obtain any such information The Purchaser understands that Sex Offender Registry information may be obtained from the appropriate law enforcement officials
- 31 DISCLAIMER** The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of any kind express or implied as to the physical condition of the property or as to condition of or existence of improvements services or systems thereto including but not limited to termite damage roof basement appliances heating and air conditioning systems plumbing sewage/septic, electrical systems or to the structure (B) Give no warranty express or implied concerning the condition of the property any matters which would be reflected by a current survey of the property or the accuracy of the square footage heated or unheated (C) Give no warranty express or implied, as to title (D) Give no warranty, express or implied as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty express or implied that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty express or implied as to projected income value or other possible benefits to the Purchaser

This is a legally binding contract Purchaser and Seller should seek legal advice if the contents are not understood Both Purchaser and Seller acknowledge the receipt of a copy of this contract

IN WITNESS THEREOF this contract has been duly executed by the parties hereto

		Date <u>7/19/05</u>	SSN <u> </u>
Witness as to Purchaser	Purchaser		
		Date <u>7/19/05</u>	SSN <u> </u>
Witness as to Purchaser	Purchaser		
		Date <u>7/20/05</u>	SSN <u> </u>
Witness as to Seller	Seller		
_____ Witness as to Seller	_____ Seller	_____ Date	_____ SSN
		<u>803-622-2080</u>	
Listing Agent	Office	Telephone Number	
		<u>803-237-4885</u>	
Selling Agent	Office	Telephone Number	

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 5:50 O'CLOCK P M (ET) ON 7-20-05 (DATE)

JAMES R DAVERN		08-05	87 448/539 SC	1001
LUCYNA K. DAVERN			402	
CHAPIN SC 29036-9238		Date <u>4/19/05</u>		
Pay to the		\$ 5,000 00		
Order of <u>ART</u>				
five thousand 00/100		Dollars		
Bank of America				
Money Market Savings				
ACH R/T 053804483				
For <u>Mr. Summer Branch</u>		<u>Lucyna Davern</u>		
<u>earnest money</u>		MP		
1001				

0002435

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT		B TYPE OF LOAN				
SETTLEMENT STATEMENT		1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV UNINS 4 ☐ VA 5 ☐ CONV INS				
		6 FILE NUMBER RE 05 1083		7 LOAN NUMBER 7810447080		
		8 MORTGAGE INS CASE NUMBER				
NOTE: This form is used to report the settlement costs. Amounts paid to and by the settlement go to show items marked "POC" are paid out to the closing. If they are shown here for national purposes, a date and a title are required.						
D NAME AND ADDRESS OF BORROWER		E NAME AND ADDRESS OF SELLER		F NAME AND ADDRESS OF LENDER		
James R. Darden Lucy A. Darden		K&L Contracting LLC Post Office Box 11541 Columbia SC 29211		THREE RIVERS MORTGAGE 144 Le Sueur Lane COLUMBIA SC 29210		
G PROPERTY LOCATION		H SETTLEMENT AGENT		I SETTLEMENT DATE		
R Highland Circle South Carolina		The Herald Law Firm 57 0995504		September 14 2005		
J SUMMARY OF BORROWER'S TRANSACTION		K SUMMARY OF SELLER'S TRANSACTION				
100 GROSS AMOUNT DUE FROM BORROWER		400 GROSS AMOUNT DUE TO SELLER				
101 Cost of Sales POC 285,000.00		401 Cost of Sales POC 85,000.00				
102 Prepaid POC		402 Prepaid POC				
103 Settlement Charges to Borrower (Line 100) 50.00		403 Settlement Charges to Seller (Line 400)				
104		404				
105		405				
106 Adjustments for Items Paid By Seller in Advance		406 Adjustments for Items Paid By Seller in Advance				
107 Closing Taxes		407 Closing Taxes				
108 Assessments		408 Assessments				
109		409				
110		410				
111		411				
112		412				
20 GROSS AMOUNT DUE FROM BORROWER 285,250.00		420 GROSS AMOUNT DUE TO SELLER 285,000.00				
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500 REDUCTIONS IN AMOUNT DUE TO SELLER				
201 Deposits to Seller 5,000.00		501 Essential Deposits (Line 500)				
202 Principal Amount of New Loan(s) 278,000.00		502 Settlement Charges to Seller (Line 400)				
203 Escrow (s) take subject to		503 Escrow (s) take subject to				
204 Funds to be disbursed 56,276.93		504 Payoff of first Mortgage of Seller's Existing				
205		505 Payoff of second Mortgage				
206		506 Deposits by Seller				
207		507				
208		508				
209		509				
210 Adjustments for Items Paid By Seller		510 Adjustments for Items Paid By Seller				
211 Closing Taxes 01/01/05 to 9/15/05 266.08		511 Closing Taxes 01/01/05 to 09/15/05 266.08				
212 Assessments		512 Assessments				
213		513				
214		514				
215		515				
216		516				
217		517				
218		518				
219		519				
220 TOTAL PAID BY/FOR BORROWER 289,543.01		520 TOTAL REDUCTION AMOUNT DUE SELLER 185,413.90				
300 CASH AT SETTLEMENT FROM TO BORROWER		600 CASH AT SETTLEMENT TO FROM SELLER				
301 Gross Amount of From Borrower (Line 220) 289,543.01		601 Gross Amount Due To Seller (Line 420) 285,000.00				
302 Less Amount Paid By/Fo Borrower (Line 220) (289,543.01)		602 Less Reductions Due To Seller (Line 520) (185,413.90)				
303 CASH (FROM) (X TO) BORROWER 4,293.01		603 CASH (X TO) (FROM) SELLER 99,586.10				

The undersigned hereby acknowledge receipt of a completed copy of pages 1 & 2 of this form and hereby certify that I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower
James R. Darden
Lucy A. Darden

Seller
K&L Contracting LLC
BY: [Signature]
Preside
ATTES

Secretary/Treasurer

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

4650

COPY

0002436

L SETTLEMENT CHARGES			
700 TOTAL COMMISSION B d o P	\$ 265.000.00 @ 6.0000 A	17.100.00	
Division of Commissions (file 700) as follows			
701 \$ 85.000	to Dulch Fork Realty		
702 \$ 8550.00	to As et Realty	Less Deposits Retained	5.000.00
703 Commission Paid Settlement			12.100.00
704			
800 ITEMS PAYABLE IN CONNECTION WITH LOAN			
801 Loan Origination Fee	1.2500 /	to THREE RIVERS MORTGAGE	7.850.00
802 Loan Discal	/	to	
803 Appraisal Fee		to THREE RIVERS MORTGAGE	350.00
804 Credit Report		to THREE RIVERS MORTGAGE	17.00
805 Journeying Fee		to THREE RIVERS MORTGAGE	495.00
806 Credit Inspection Fee		to THREE RIVERS MORTGAGE	85.00
807 Commission Fee		to J S Bank	POCL385.00
808 Yield Spread Premium		to THREE RIVERS MORTGAGE	POCL1740.00
809			
810			
8			
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
91 Interest Form 09/1/05 to 10/0/05 @ \$	35.140000/day (17 days	5.6250 /	59.38
92 Mortgage Insurance Premium	monthly		
903 Hazard Insurance Premium	10 years to State Farm Insurance Company		909.00
904			
905			
1000 RESERVES DEPOSITED WITH LENDER			
100 Hazard Insurance	3.000 months @ \$	75.75 per month	227.25
1002 Mortgage Insurance	months @ \$	per month	
1003 City/Town Taxes	months @ \$	per month	
1004 County Taxes	12.000 months @ \$	31.49 per month	377.88
1005 Assessments	months @ \$	per month	
1006	months @ \$	per month	
1007	months @ \$	per month	
1008 Aggregate Assessed	months @ \$	per month	227.24
1100 TITLE CHARGES			
1101 Settlement Closing	to		
1102 Abstract Title Search	to Title		199.00
1103 UPS Fee (Docs)	to The Ha ell Law Firm		15.00
1104 Title Insurance	to The Ha ell Law Firm		75.00
1105 Document Preparation	to The Ha ell Law Firm		125.00
1106 ALTA Endorsement	to The Ha ell Law Firm		
1107 Attorney Fees	to The Ha ell Law Firm		425.00
(includes above item number)			
1108 Title Insurance	to The Ha ell Law Firm		79.50
(includes above item number)			
1109 Land Survey	\$ 228.000.00		75.00
1110 Owners Survey	\$ 28.000.00		718.50
1111 Copies Postage & Fees	to The Ha ell Law Firm		35.00
1112 UPS Fee (Loan Package)	to The Ha ell Law Firm		25.00
1113 UPS Fee (Payoff)	to The Ha ell Law Firm		25.00
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201 Recording Fees Deed	10.00 Mortgage \$ 24.00	Releases \$	3.00
1202 City/County Tax/Stamp	Deed Mortgage		
1203 State Tax/Stamp	Release Stamps	1,054.50 Mortgage	1,054.50
1204 Stated	to The Ha ell Law Firm		5.00
1205 Assessed			
1300 ADDITIONAL SETTLEMENT CHARGES			
1301 Survey			
1302 Pest Inspection	to		
1303 HVAC			
1304 Home Inspection	to Owen Wisc & Associates		250.00
1305 Water & Sewer	to City of Columbia		40.00
1400 TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)		250.00	20,632.27

By signing this statement, I acknowledge receipt of complete copy page 2 of this statement.

C. If needed to be a true copy

SELLER'S DISCLOSURE OF INFORMATION TO BUYER: I, the undersigned, being the owner of the property described herein, do hereby certify that the foregoing information is true and correct to the best of my knowledge and belief, and I am not aware of any facts or circumstances which might render the foregoing information misleading or incomplete.

SELLER'S SIGNATURE: _____

DATE: _____

BUYER'S SIGNATURE: _____

DATE: _____

WITNESSES: _____

DATE: _____

NOTARY PUBLIC: _____

DATE: _____

Richland County Residential Building Permit

Planning & Development Services

2020 Hampton Street
P O Box 192
Columbia, SC 29202

(803) 576-2190 Tel
(803) 576-2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0403842	09/01/2004			

LOCATION	110 Summer Branch Ln Irmo SC 29063	SUBDIVISION	COURTYARDS @ ROLLING CREEK
TMS#	02600-04-02	LOT	9
USEZONE	RS-LD	FLOODZONE	X
MOBILEDECAL		UTILITIES	
MOBILEMODEL		Electn	SCE&G
		Sewer	
		Gas	SCE&G
OWNER	K and L Contracting	CONTRACTOR	K and L Contracting
APPLICAN	K and L Contracting		Patnck A Kirk
SUB-CONTRs		LICENSES	
Electrical	Weaver Systems Inc	General	
Plumbing	Home Service	Electrical	
Mechanical	Shannon Heating And Air	Mechanical	
		Plumbing	

DESCRIPTION OF WORK	SETBACKS	ZONING	CUSTOM
NEW HOME W/ SAWPOLE	Front	25	
	Back	20	
	Sides	5	
	Combined	16	
	Corner	12 5	
NATURE OF WORK	DIMENSIONS	#STORIES	1
New Construction		SQUARE FOOTAGE	664 Sq Ft
REPORT CODE	SINGLE FAMILY ONLY	#BATHROOMS	0
101 New Res Single-family houses attached or detached		#BEDROOMS	0
OCCUPANCY TYPE		TOTAL ROOMS	0
Residential DWELLING			

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started. Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Contractor or Authorized Agent

Date

Approved By

Date

09/01/2004

WEB ADDRESS

<http://BuildingDepartment.com/projects>

PERMIT NUMBER

0403842

PERMIT PIN

258717

Save Time & Money with Online Permits and Inspections Go To www.buildingdepartment.com

printed July 6 2007

57 d

0016 64/ FOR

WIT DOW IN / O ET INC

0002438

SETTLEMENT STATEMENT

U S Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan 1 ☐ FHA 2 ☐ FmHA 3 ☐ Conv Un ns 4 ☐ VA 5 ☐ Conv Ins		6. File Number 2004188 TQ	7. Loan Number 9520177636-00014	8. Mortgage Insurance
C. Note This form is furnished to give you a statement of actual settlement cost. Amount paid to and by the Settlement Agent are shown. Items marked (p o c) were paid outside the closing. They are shown here for information purposes and are not included in the totals.				
D. Name and Address of Borrower K&L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211		E. Name and Address of Seller SEL PROPERTIES LLC PO BOX 11641 COLUMBIA SC 29211		F. Name and Address of Lender BB&T 1901 ASSEMBLY STREET COLUMBIA SC 29201
G. Property Location LOT 9 CTYRDS ROLLING CREEK 110 SUMMER BRANCH LANE TMS# 02607-07-09		H. Settlement Agent TIM QUINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN ST COLUMBIA SC 29201		
I. Settlement Date 10/8/04 DISB DATE 10/8/04				
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction		
100 Gross Amount Due From Borrower 101 Contract sales price 102 Per on l property 103 Settlement charge to borrower (line 1400) 104 105 Adjustments for items paid by seller in advance 106 City/town taxes to 107 County taxes to 108 Assessments to 109 110 111 112		400 Gross Amount Due To Seller 401 Contract sales price 402 Per on l property 403 404 405 Adjustment for items paid by seller in advance 406 City/town taxes to 407 County taxes to 408 Assessments to 409 410 411 412		
120 Gross Amount Due From Borrower 45,517 20		420 Gross Amount Due To Seller 42,000 00		
00 Amount Paid By or in Behalf of Borrower 01 Deposit or earnest money 02 Principal amount of new loan(s) 03 Existing loan(s) taken subject to 04 CONST LOAN 249600 00 05 1ST DRAW 06 07 08 09 Adjustments for items unpaid by seller 10 City/town taxes to 11 County taxes 1/1/04 to 10/8/04 12 Assessments to 13 14 15 16 17 18 19		500 Reduction in Amount Due To Seller 501 Excess deposit (see instructions) 502 Settlement charges to seller (line 1400) 503 Existing loan taken subject to 504 Payoff of first mortgage loan 505 Payoff of second mortgage loan 506 507 508 NBSC 509 Adjustments for items unpaid by seller 510 City/town taxes to 511 County taxes 1/1/04 to 10/8/04 512 Assessments to 513 514 515 516 517 518 519		
20 Total Paid By/For Borrower 45,517 20		520 Total Reduction Amount Due Seller 32,901 21		
00 Cash At Settlement From/To Borrower 01 Gross Amount Due from Borrower (line 120) 02 Less amount paid by/for borrower (line 220)		600 Cash At Settlement To/From Seller 601 Gross amount due to Seller (line 420) 602 Less reduction in amt due seller (line 520)		
03 Cash ☐ From ☒ To Borrower 0 00		603 Cash ☒ To ☐ From Seller 9,098 79		

REPORTER TAX ID #

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. This is a substitute form 1099 S.

SEL PROPERTIES, LLC TAX ID # 57-1039150

Previous Edition is Obsolete

HUD 1 (3-86)
RESPA HB 4305-2

3566

0002439

Total sale/Broker Commission based on price \$ 42,000 00 @ 00 %		Pa d From	Pa d From
Division of commission (line 700) as follow		Borrower	Seller's
01 \$	to	Funds at	Funds at
702 \$	to	Settlement	Settlement
703 Commission paid at settlement			
704			
Items Payable in Connection With Loan			
801 Loan origination Fee 00 % BB&T		2,496 00	
802 Loan Discount %			
803 Appraisal Fee to CRAINSHAW AND HYDRICK		150 00	
804 Credit report to			
90 Lender's Inspection Fee			
906 Mortgage Insurance Application Fee to			
907 Assumption Fee			
908 FLOOD CERT FEE TO BB&T		9 00	
909			
910			
911			
912			
913			
914			
915			
Items Required By Lender To Be Paid In Advance			
01 Interest from to @ \$ /day			
02 Mortgage Insurance Premium for month to			
03 Hazard Insurance Premium for year to			
04			
05			
Reserves Deposited With Lender			
001 Hazard Insurance month @ \$ per month			
002 Mortgage Insurance months @ \$ pe month			
003 City Property Tax month @ \$ per month			
004 County Property Taxes month @ \$ per month			
005 Annual Assessment month @ \$ per month			
006 Flood Insurance month @ \$ per month			
007 Sanitary Tax months @ \$ per month			
008 AGGREGATE ACCOUNTING ADJ months @ \$ per month		0 00	
100 Title Charge			
101 Settlement or closing fee to			
102 Abstract or title search to			
103 Title examination to			
104 Title Insurance binder to PERPETUAL TITLE		50 00	
105 Document preparation to DOC PREP			75 00
106 Notary fee to			
107 Attorney's fees to TIM QUINN, ATTORNEY AT LAW		250 00	
(includes above item number 1101-1107)			
108 Title insurance to PERPETUAL TITLE		536 80	
(include above item number)			
109 Lender's coverage \$ 249,600 00			
110 Owner's coverage \$ 42,000 00			
111 ADDITIONAL 75 00 FOR OWNERS POLICY		0 00	
112			
113			
Government Recording and Transfer Charges			
201 Recording fees Deed \$ 10 20 , Mortgage \$ 15 20 , Releases \$ 8 10		25 40	8 10
202 City/county tax/stamps Deed \$, Mortgage \$			155 40
203 State tax/stamps Deed \$ 155 40 , Mortgage \$ 00			
04			
05			
Additional Settlement Charges			
301 Survey to			
302 Payment inspection to			374 31
303 RICHLAND COUNTY TREASURER			
304			
305		3,517 20	612 81

I have carefully reviewed the HUD 1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate statement of all receipts and disbursements made on my account by me in this transaction. I further certify that I have received a copy of the HUD 1 Settlement Statement.

[Signature]
K&L CONTRACTING LLC Manager

[Signature]
SEL PROPERTIES LLC Manager

I, the undersigned, as Borrower, have caused or will cause the fund to be disbursed in accordance with this statement.

Settlement Agent *[Signature]* TIM QUINN ATTORNEY AT LAW

Date 10/8/04

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.



EXCLUSIVE RIGHT TO SELL CONTRACT



State of South Carolina
 A EMPLOYMENT In consideration of the covenants herein contained R+L CONTRACTING LLC (herein called OWNER) and DUTCH FORK REALTY LLC (herein called BROKER/LISTING FIRM) agree as follows. For the period of time beginning on 3/18 2006 and ending at midnight on 3/18 2006. Owner hereby grants to Broker the sole and exclusive right to sell the real property known as 110 SUMMER GRASS LAKE TRMO SC 29063 Broker hereby accepts employment as the

sole and exclusive agent of the Owner to sell the property subject to the following terms and conditions
 B RECOGNIZING THAT PROFESSIONAL REPRESENTATION OF BOTH A BUYER AND A SELLER IS CRITICALLY IMPORTANT IN ANY REAL ESTATE TRANSACTION NO PROPERTY SHALL BE LISTED WITH THE CMLS UNLESS THE AGREEMENT BETWEEN THE SELLER AND THE LISTING FIRM EXPRESSLY REQUIRES ACTIVE INVOLVEMENT BY THE LISTING FIRM IN THE MARKETING SALE AND CLOSING OF THE PROPERTY FAILURE TO ABIDE BY THIS PRECEPT SHALL CAUSE A PROPERTY TO BE DE LISTED AND MAY SUBJECT THE LISTING FIRM/COMPANY TO EXPULSION FROM CMLS

C SALE PRICE Said property is hereby listed to sell for the gross sale price of \$ 340,785 or for such other price or upon such other terms (including exchange) to which owner may subsequently agree during the authorization period Owner agrees to pay Broker a fee of 6 % computed upon the gross sales price in any of the following events: (1) the closing of a sale of the property during the authorization period or as a result of a contract secured during the authorization period or (2) The signing by Owner of a valid contract to sell the property but Owner fails or refuses to complete the sale as agreed or (3) The presentation to Owner of a valid and a bona fide written offer to purchase the property which complies with the terms and conditions specified herein. A contract will be deemed to comply with the terms and conditions hereof if the offered contract is for at least the listing price stated herein is non contingent and is on a form adopted or recommended by a local Board of Realtors or substantially similar thereto. The fee will be due to Broker even if the Owner sells or obtains the contract to sell the property during the authorization period or if the Owner sells or obtains the contract to sell the property within 45 days after the expiration of the authorization period or from a purchaser introduced to the property during the authorization period. This protection period for the Broker beyond the authorization period will be automatically terminated if the Owner enters into a listing agreement with another Broker during the protection period. The fee will be due to the Broker not later than the closing date called for in any contract to sell the property or any extension thereof or upon demand if Owner refuses to accept and/or execute a contract which complies with the terms and conditions hereof. Owner agrees to pay the costs and expenses including attorney's fees incurred by Broker as a result of enforcing the provision of this agreement. The owner shall pay at closing the real estate commission a fee for preparing the deed the deed stamps required on the deed recording of satisfaction and pro rated taxes as of the day of closing. The term sale shall include any exchange swap or trade of the herein described property.

D MARKETING THE PROPERTY The Broker has the option but is not required to continue marketing the property after an offer has been accepted. Owner may terminate this option by giving written notice to Broker. Owner understands and agrees that by placing the listing in the Consolidated Multiple Listing Service the listing will be transmitted electronically and made available via the Internet to the public at large and agrees to indemnify and hold Broker and CMLS harmless from any claim loss or damage arising therefrom. Internet yes ☒ no ☐ (if no add one)

E CALL FAX E MAIL Seller agrees to allow any Agent/Member to call e mail or fax information regarding the sale of their property

F INQUIRIES Owner agrees to inform Broker of any inquiries or negotiations concerning the sale of the property

G PROPERTY INFORMATION Owner agrees to furnish Broker with complete and reliable information about the ownership and operation of the property and any encumbrances or liens affecting the property. Owner warrants that to his knowledge there are no material defects hidden or obvious in or on the property which have not been disclosed to Broker in writing. Owner further warrants that he has reviewed the information on the profile sheet attached to and made a part of this Agreement and that all such information is accurate to the best of his knowledge. Owner hereby authorizes anyone having a lien against the property to disclose complete information about the lien to Broker.

H PERSONAL PROPERTY The real estate described herein includes all fixtures equipment and improvements of any kind which are now attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas clothes line poles curtain/drapery rods ceiling fans attached mirrors and light bulbs as well as all built ins such as equipment appliances cabinets furniture and shelves unless otherwise agreed herein. Personal property to be transferred to the Buyer at no extra cost is as follows:

I DISCLOSURE OF INFORMATION Latent Defects Owner authorizes Broker to disclose pertinent information about the property to his agents subagents prospective purchasers and all inquiring parties. Such disclosure shall be in the manner or form customary in the marketplace. Owner agrees to disclose in writing to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view and to indemnify and hold Broker harmless from any costs claims liabilities or damages (including the cost to defend any alleged claims) arising from the Owner's failure to disclose any such defect. This indemnity shall include the costs incurred in enforcing the provisions of this indemnity including reasonable attorney's fees. Known defects are as follows:

J EXECUTED PROPERTY DISCLOSURE FORM as required by SC Code of Laws as amended section 27-50-10 et seq must accompany this listing (if applicable)

K INSPECTION Owner agrees to make property available for the inspections by Broker his agents subagents buyer/broker and prospective purchasers as deemed reasonably necessary by Broker.

L NON DISCRIMINATION It is agreed that this property is listed in full compliance with local state and federal fair housing laws against discrimination on the basis of race color religion sex handicap familial status or national origin.

M LOCKBOX Owner directs Broker to place the listing in the Consolidated Multiple Listing Service which will constitute an offer of cooperation to all participants in the CMLS. Owner (✓) does () does not agree for a CMLS lockbox containing keys to be installed on the property in order to facilitate the inspection of the property by Broker and cooperating agents. Owner understands that the placing of lockbox on the property has inherent risks resulting from the potential wrongful acts of persons with access to the lockbox. Owner understands and specifically assumes this risk. Owner further acknowledges that Broker is not an insurer against the loss of personal property and agrees to release Broker and CMLS from any responsibility therefore. The lockbox must be a MLS approved lockbox. This does allow for an Agent to hang the CMLS lockboxes on the property along with one of his choosing if so desired.

N SIGNAGE Owner authorizes Broker the right to display For Sale sign on the property and remove all other signs. All signage placed on the listed property must be signage approved by CMLS. No For Sale by Owner sign may be placed on the property.

O AGENCY RELATIONSHIPS Agent has advised Seller of Broker's general company policy regarding cooperation with Subagents. Buyers Agents or both and Seller agrees to authorize the Agent (Listing Firm) to cooperate and to compensate cooperating companies. Seller acknowledges receiving an explanation of the types of agency relationships that are offered by Agent (Listing Firm) and an Agency Disclosure Brochure regarding Agency Relationships in Real Estate. Seller acknowledges that after entering into this written agency contract Agent might request a modification in order to act as a dual agent or a designated agent in a specific transaction. If asked Permission to act as a dual agent will not be considered. Permission to act as a dual agent may be considered at the time I am provided with information about the other party to a transaction. If I agree I will execute a separate written Dual Agency Agreement. Permission to act as a designated agent will not be considered. Permission to act as a designated agent may be considered at a time I am provided with information about the other party to a transaction. If I agree I will execute a separate written Designated Agency Agreement.

P NO CONTROL OF COMMISSION RATES OR FEES Under the long established policy of CMLS the Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed controlled suggested recommended or maintained by the CMLS or by any persons not a party to the listing agreement. The compensation paid by the Listing Broker to a Co operating Broker in respect to any listing is established by the Listing Broker in his offer of co-operation and is not fixed controlled suggested recommended or maintained by the CMLS or by any persons other than the Listing Broker and his or her subagent.

Q SPECIAL STIPULATIONS The following stipulations shall if conflicting with printed matter control:

R MEDIATION All parties in this transaction agree to mediation in the event a dispute arises under the Contract and agree that the participation in such that mediation shall be a condition precedent to the right of either party to initiate a civil action hereunder. This mediation shall take place subject to the rules and procedures established by the Greater Columbia Association of Realtors South Carolina Code Ann. Section 15-48-10 et seq. shall not apply to this Contract.

S EARNEST MONEY Owner authorizes Broker to accept and hold on behalf of Owner an earnest money deposit in accordance with the terms of any written contract for the sale of the property. In the event such deposit is forfeited by a prospective Purchaser Broker may retain one half (1/2) of such deposit but not exceeding the total amount of Broker's fee. Should Broker incur any costs including attorney's fees as a result of the release of any of the earnest money deposit to Owner Owner will reimburse Broker for such costs. RECEIPT OF A COPY OF THIS AUTHORIZATION AGREEMENT IS HEREBY ACKNOWLEDGED

<u>Walter D. B...</u> WITNESS	<u>[Signature]</u> OWNER	SS#	<u>5/3/06</u> DATE
<u>Dutch Fork Realty LLC</u> BROKER'S COMPANY	OWNER By <u>William F. Miller</u>	SS#	<u>11</u> DATE
<u>206 CEDAR VIEW DRIVE</u> <u>TRMO SC 29063</u> BROKER'S MAILING ADDRESS		<u>[Signature]</u> BROKER'S SIGNATURE	DATE
PHONE <u>823-544-9100</u>	PHONE	OWNER'S MAILING ADDRESS	

THIS IS A LEGALLY BINDING CONTRACT. ALL BLANKS MUST BE FILLED IN. IF INFORMATION DOES NOT APPLY, INSERT N/A. ANY ALTERED TERMS OR CONDITIONS MUST BE INITIALED BY BOTH OWNER AND BROKER.

0002441

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that SEL Properties LLC, (hereinafter referred to as Grantor) of the State of South Carolina, in consideration of the sum of Forty-Two Thousand Hundred and no/100 (\$42 000 00) Dollars, to it, in hand, paid on this date by K&L Contracting LLC (hereinafter referred to as Grantee) in the State aforesaid the receipt whereof is hereby acknowledged has granted bargained sold and released, and by these Presents, does grant bargain, sell and release all of Grantor's right, title, and interest in the property described below unto Grantee its successors and assigns all of its right title and interest in and to

Street Address Lot 9 of the Courtyards at Rolling Creek Phase I

Legal Description See Exhibit A' attached

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 the said Grantee its successors and assigns forever and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim the same or any part thereof

IN WITNESS WHEREOF, the execution hereof this 21st day of October, 2004

WITNESSES

Raura McDonald
Timothy A. Quinn

Stephen E. Lipscomb (SEAL)
SEL Properties, LLC
By Stephen E Lipscomb
Its Manager

Book 00990 1596
2004 SEP 1 10 11 004 16 43 0 1 Deed
Fee \$10.00 County Tax \$46.20 State Tax \$109.20



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

P R O B A T E

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties LLC by Stephen E Lipcomb, its Manager sign seal and as its act and deed deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution thereof

SWORN TO BEFORE ME THIS

21st day of October, 2004

Terri L. DePue (L S)
Notary Public for South Carolina

Laura McDonald

My Commission Expires 1/17/2010

Grantee's Address PO Box 11641, Columbia, SC 29211

EXHIBIT A

All that certain piece parcel or lot of land together with any improvements thereon, situate lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 9 on a bonded plat of The Courtyards at Rolling Creek, Phase I prepared by Associated E & S, Inc and being dated June 20 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22 2002 and having the same boundaries and measurements as shown on said plat

This conveyance is made subject to all covenants easements and restrictions of record

TMS 02607-07-09

Derivation This being the same property conveyed to SEL Properties LLC from Robert E Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County Residential Building Permit

Planning & Development Services

2020 Hampton Street
P O Box 192
Columbia SC 29202

(803) 576 2190 Tel
(803) 576 2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY																																																				
0403843	09/01/2004	\$																																																						
LOCATION 108 Summerbranch Ln Immo SC 29063		SUBMISSION COURTYARDS @ ROLLING CREEK																																																						
TMS# 02600-04-02		LOT 10																																																						
USEZONE RS LD FLOODZONE X		UTILITIES Eledn Sewer Gas																																																						
MOBILEDECAL																																																								
MOBILEMODEL																																																								
OWNER K and L Contracting		CONTRACTOR K and L Contracting																																																						
APPLICAN K and L Contracting		Patrick A Kirk																																																						
SUB-CONTRs		LICENSES																																																						
Electrical Weaver Systems Inc		General																																																						
Plumbing Home Service		Electrical																																																						
Mechanical Shannon Heating And Air		Mechanical																																																						
		Plumbing																																																						
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This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started. Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Contractor or Authorized Agent

Date

Approved By

Date

09/01/2004

WEBSITE ADDRESS

<http://BuildingDepartment.com/projects>

PERMIT NUMBER

0403843

PERMIT PIN

258723

Save Time & Money with Online Permits and Inspections Go To www.buildingdepartment.com

printed July 6 2007

0002445

1 ☐ FMA 2 ☐ FmHA 3 ☐ Conv On ne 6 File Number 7 Loan Number 8 Mortgage Insurance Co #
4 ☐ VA 5 ☐ Conv Ins 2004187 TQ

C Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the Settlement Agent are shown. Items marked (p o c) were paid outside the closing. They are shown here for information purposes and are not included in the totals.

D Name and Address of Borrower K&L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211	E Name and Address of Seller SEL PROPERTIES LLC PO BOX 11641 COLUMBIA SC 29211	F Name and Address of Lender BB&T 1901 ASSEMBLY ST COLUMBIA SC 29201

G Property Location LOT 10 CTYDS ROLLING CREEK 108 SUMMER BRANCH LN TMS#02607 07 10	H Settlement Agent TIM QUINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN ST COLUMBIA SC 29201	I Settlement Date 10/8/04 DISB DATE 10/8/04

J Summary of Borrower Transaction		K Summary of Seller's Transaction	
100 Gross Amount Due From Borrower		400 Gross Amount Due To Seller	
101 Contract sales price	42,000.00	401 Contract sales price	42,000.00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	3,188.20	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessment to		408 Assessment to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	45,188.20	420 Gross Amount Due To Seller	42,000.00
200 Amount Paid By or in Behalf of Borrower		500 Reduction in Amount Due To Seller	
201 Deposit to escrow money	0.00	501 Escrow deposit (see instructions)	0.00
202 Principal amount of new loan(s)	0.00	502 Seller's charge to seller (line 1400)	612.81
203 Existing loan(s) taken subject to		503 Existing loans taken subject to	
204 CONST LOAN 221600.00	0.00	504 Payoff of first mortgage loan	
205 1ST DRAW	44,899.80	505 Payoff of second mortgage loan	
206		506	
207		507	
208		508 NBSC	32,000.00
209		509	
Adjustments for items unpaid by seller		Adjustment for item unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 1/1/04 to 10/8/04	288.40	511 County taxes 1/1/04 to 10/8/04	288.40
212 Assessment to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	45,188.20	520 Total Reduction Amount Due Seller	32,901.21
300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gross Amount due from Borrower (line 120)	45,188.20	601 Gross amount due to Seller (line 420)	42,000.00
302 Less amount paid by/for borrower (line 220)	(45,188.20)	602 Less reduction in amount due seller (line 520)	(32,901.21)
303 Cash ☐ From ☒ To Borrower	0.00	603 Cash ☒ To ☐ From Seller	9,098.79

REPORTER TAX ID

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. This is a substitute form 1099-S.

SEL PROPERTIES, LLC TAX ID # 57 1039150

Previous Edition is obsolete

HUD 1 (3-86)
RESPA HB 4305-2

4681

0002446

702 \$	to	Settlement	Settlement
703 Comm on p id at ettleme			
704			
800 Items Payabl n Conn ct on W th Loan			
801 Loan o iq n t on Fee 00	1 BB&T	2,216 00	
802 Loan D count	1		
803 App a l Fee	to CRAINSHAW & HYDRICK	150.00	
804 Cr d t epo t	to		
805 lend In pac on Fee			
806 Mo tq qe In uran e Appl t on Fee to			
807 As umpt o Fee			
808 FLOOD CERT TO BB&T		9 00	
809			
810			
811			
812			
813			
814			
815			
900 Items Required By Lender To Be P d In Adv n e			
901 In e t from to	0\$ /day		
902 Mo tq qe In urance P emum for	month to		
903 Ma rd In u ance P emum fo	ye t		
904			
905			
1000 Re erve D po ted W th Lender			
1001 Re a d Ins ance	months 0\$ per month		
1002 Mo tq qe I ur nce	month 0\$ per month		
1003 City P ope ty T xe	months 0\$ pe month		
1004 Co nty Proper y Taxe	month 0\$ pe month		
1005 Annual As esment	month 0\$ pe mo th		
1006 Flood Insu ance	months 0\$ pe month		
1007 Sanit ry T x	month 0\$ per month		
1008 AGGREGATE ACCOUNTING ADJ	month 0\$ pe month	0 00	
1100 T tle Ch qe			
1101 Settlement or clo ing fee	to		
1102 Ab t t or t tle se rch	to		
1103 T tle exam na on	to PERPETUAL TITLE	50 00	
1104 T tle in urance bind r	to DOC PREP		75 00
1105 Document pr paration	to		
1106 Not ry fee	to		
1107 A to n y fee	to TIM QUINN, ATTORNEY AT LAW	250 00	
(n lude above i em numbe	1101 1107		
1108 T tle n u n e	to PERPETUAL TITLE	487 80	
(include above item number			
1109 Lende s cove qe	\$ 221,600.00		
1110 Owner s cove qe	\$ 42,000 00		
1111 ADDITIONAL 75 00 FOR OWNERS POLICY		0 00	
1112			
1113			
1200 Government Re o ding and Tran fe Ch rges			
1201 Record ng fee Deed \$ 10 20	Mortgage \$ 15 20	R les e \$ 8 10	25 40 8 10
1202 City/county tax/ tamp Deed \$	Mortgage \$		
1203 Sta e tax/ amp Deed \$ 155 40	Mortgage \$ 00		155 40
1204			
1205			
1300 Add onal Sat lem nt Charges			
1301 Survey to			
1302 Pest n pest on o			
1303 RICHLAND COUNTY TREASURER			374.31
1304			
1305			
1 o Total Settlement Ch rge (ente on lines 103, Sect on J nd 502, Sec ion K)		3,188 20	612 81

I have carefully reviewed the HUD 1 Settlement Statement and o he be t of my knowledge and bel of it is a true and ac ur t tement of all oce pt and disbursements made o my ac ount o by me n th e tran action I further certify that I have e o ved opy of the HUD 1 Settlement Statement

K&L CONTRACTING LLC

SEL PROPERTIES LLC

Bo owe

S ller

The HUD 1 Settlement Statement wh ch I have prepared s true and s cu te account of th transact on I have cau ed o w ll cau the fund to be d abu od in accordance w th this tatement

Settlement Agent TIM QUINN ATTORNEY AT LAW

Date

10/8/04

WARNING It s a crime to knowingly make fal e s a emen s to the Uni d s a ee on th or any other mil form Penaltio upon conv ct on c n include a f ne or mpr sonment Fo details see Title 18 U S Code Section 1001 and Section 1010

4682

0002447

TO CHECKLIST



CONTRACT OF SALE

Revised 8/03

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice.

Agency Confirmation: Purchaser and Seller acknowledge that a S.C. Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to its presentation and serves as written confirmation to the agreed upon agency status.

THE [] BUYER [] SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE

- 1 DATE A contract to purchase is offered this 2nd day of October, year 2005
by ROBERT & MICHELLE M. NUNCH Purchaser(s)
to RAL CONTRACTING LLC Seller
- 2 PROPERTY DESCRIPTION Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land with the buildings and improvements thereon if any located in _____ County South Carolina and being described as follows: LANE
Street _____ City IRMO Zip 29063
TMS# _____ Subdivision COFFEE ANDS ROLLING CREEK
- 3 PRICE The sales price is \$ 290,000 to be paid as follows
A. \$ 200,000 Earnest money paid by ☒ Cash ☐ Check ☐ Other held in trust by ARI (ASSET REALTY, INC.)
B. \$ _____ Additional earnest money to be deposited with _____ prior to _____
C. \$ _____ Balance of down payment at closing is to be in the form of a cashier's check or certified funds
D. \$ _____ Loan amount (type marked below) to be obtained by Purchaser
- 4 FINANCING A. Financing shall be ☐ FHA ☐ VA (see addendum for FHA/VA) ☐ CONVENTIONAL ☐ SELLER CASH (No Financing Required) ☐ LOAN ASSUMPTION (see addendum for loan assumption) OTHER TERMS _____
B. If Seller financing is included in the financing of this property, Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest that Seller determine for himself that Purchaser's credit is satisfactory.
C. In a cash transaction, Purchaser agrees to provide Seller or Seller's Agent, within ten (10) business days of acceptance of the contract, written verification of sufficient and available funds for the specified date of closing. Purchaser's failure to comply shall constitute a default under this contract.
D. This contract is contingent on the property appraising, according to the Lender's appraisal or other appraisal as agreed for the selling price or more.
- 5 CLOSING COSTS DISCOUNT POINTS If a new loan is obtained, Purchaser's closing costs to be paid by the PURCHASER and the Purchaser's prepaid items to be paid by the _____
PMI, FHA-MIP, VA or Rural Housing Funding/Guarantee Fee to be paid by the _____
☐ To be financed. Discount Points (if any) to be paid by _____
If Seller pays closing costs, prepaid items, (PMI, FHA-MIP, VA or Rural Housing Funding/Guarantee Fee) and/or discount points on behalf of Purchaser, Seller will pay allowable and nonallowable costs of Purchaser not to exceed \$ _____
6. LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES Purchaser agrees to apply for financing as stated above from the Lender of his choice and to provide Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and any required funds advanced for credit report and appraisal. Purchaser to furnish Lender any documentation required for the processing of the loan in a timely manner. Purchaser's failure to apply as required above shall constitute a default under this contract. Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents. If loan is rejected by initial lender, Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to void contract. Contract is contingent upon above financing. If loan cannot be obtained, earnest money will be returned to Purchaser after earnest money check has cleared the bank.

8/03
1 of 5Purchaser's initials RM/MNDATE 10-2-05I HAVE READ THIS PAGE, Seller's initials PKDATE 10/3/05

I HAVE READ THIS PAGE.

7 ADDITIONAL
CONTINGENCIES

☒ Complete the sale and closing of Purchaser's property located at 4608 OUTFERRY RD, CHAPN
 It is further agreed that Seller will continue to market the property as long as the contingency relating to the sale
 and closing of Purchaser's property in accordance with this contract remains in effect. Should Seller be
 presented another contract, and if accepted, this contract will be voided without notification to the Purchaser or
 Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank. Purchaser
 or Purchaser's Agent will be notified of this contract being voided as soon as possible. For Purchaser to remove
 this contingency, Purchaser must provide documentation to Seller or Seller's Agent that any financing required
 under this agreement will be granted without the sale or lease of the aforementioned property and the financing
 contingency is removed. Upon the Purchaser's acceptance of a bona fide contract, clear of contingencies other
 than financing, the Seller agrees to remove his property from the market and this sale will be contingent upon
 the close of the Purchaser's property. Any documentation regarding the sale of Purchaser's property to be
 furnished upon request.

☐ Complete the closing of the sale of Purchaser's property currently under contract on or before _____
 Property is located at _____ All documentation pertaining
 to this sale will be provided by Purchaser upon request.

☒ Other It was not closed on or before December 15, 2005, an additional
month extension will be given for an additional \$1,500,000 increase
to contract price.

8 INSPECTIONS

A. Home Inspection

The Listing and Selling Broker(s) recommend that Purchaser obtain a home inspection. Purchaser has the right
 within ten (10) business days after acceptance of contract, to have home inspected by qualified professional
 inspectors of his choice including a professional qualified to inspect for hazardous substances. Expenses of
 home inspections to be paid by Purchaser. If Seller does not receive Purchaser's written response to the
 inspection(s) and a copy of the inspection(s) report within the same ten (10) business day period, Section 8A is
 nullified in its entirety.

- (1) Purchaser has the option of accepting the property in current condition as referenced by the inspection
 report(s). Otherwise, Purchaser must notify the Seller or Seller's Agent in writing by signed addendum
 specifying the defects or conditions. Purchaser expects the Seller to remedy. Addendum must be accom-
 panied by a copy of the home inspection report.
- (2) Seller has three (3) business days to accept or reject Purchaser's home inspection repair addendum.
 - (a) If Seller accepts addendum, Purchaser agrees to complete this sale according to the terms and
 conditions of this contract.
 - (b) If Seller modifies addendum, Purchaser has two (2) business days from receipt of Seller's written
 counterproposal to notify Seller or Seller's Agent of his acceptance of Seller's counterproposal and
 agrees to complete this sale according to the terms and conditions of this contract or this contract
 becomes null and void.
 - (c) If Seller rejects addendum, Purchaser has two (2) business days from receipt of Seller's rejection to
 notify Seller or Seller's Agent in writing that Purchaser agrees to complete this sale according to the
 terms and conditions of this contract or this contract becomes null and void.
- (3) Purchaser's failure to notify Seller or Seller's Agent in writing of any defect found by the home inspection
 within the time limits herein provided, or Purchaser's acceptance of the deed at closing, shall constitute
 Purchaser's full acceptance of the condition of the property and a waiver of Purchaser's right to object to
 any defects found by the home inspection(s).

B. Termite Inspection

Notwithstanding the provisions of Section 8A, ☒ Purchaser ☒ Seller shall, at his expense, furnish a current
 certification from a licensed and bonded exterminator stating that the herein described property, excluding
 detached garages, detached buildings or detached structure(s) of every kind, is free and clear of termites,
 water and fungus damage or other wood destroying organisms. If any such damage or infestation is found and
 inspector recommends treatment and/or repairs, the Seller agrees to have it corrected at his expense prior to
 closing.

C. Heating & Air Inspection

Notwithstanding the provisions of Section 8A, ☒ Purchaser ☒ Seller shall furnish, at his expense, a letter
 from a heating and air company stating that heating and air conditioning (if applicable) systems are in
 satisfactory working order. Seller agrees to have any required repairs corrected at his expense prior to
 closing. Aforementioned not guaranteed for any period of time after closing.

D. Lead-Based Paint Inspection

If this home was built prior to 1978, it may contain lead-based paint. This contract is contingent upon a risk
 assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint
 hazards at the Purchaser's expense and payment on the tenth (10th) business day after acceptance of this
 contract. This contingency shall terminate at the above predetermined deadline unless the Purchaser (or
 Purchaser's Agent) delivers to the Seller (or Seller's Agent) a written contract addendum listing the specific
 existing deficiencies, corrections needed, and the inspection and/or risk assessment report within the above
 time limits. The Seller may, at the Seller's option, elect in writing whether to correct the condition(s) prior to
 settlement. If the Seller does not elect to make the repairs, the Purchaser may remove this contingency and
 take the property in inspection report(s) condition within the above time limits or this contract will become
 void. The Purchaser may remove this contingency at any time without cause.

If this home was built prior to 1978, a Disclosure of Information and Acknowledgment Lead-Based Paint and/
 or Lead-Based Paint Hazards* is hereby made an addendum to this contract and must be signed by both
 Purchaser and Seller.

9 CONDITION OF PROPERTY

(A) Except as a new home being sold by the builder the Purchaser acknowledges that Seller except as provided in below paragraphs of this section gives no guaranty or warranty of any kind express or implied, and has made no representation as to the physical condition of the property or the existence of improvements services, appliances or systems thereof or as to merchantability or fitness for a particular purpose as to the property or improvements thereof and any implied warranty is hereby disclaimed by the Seller

(B) The Seller warrants the heating air conditioning plumbing and electrical systems well and/or septic systems and all appliances to be in operative condition on the day of closing or the day possession is given whichever occurs first

(C) After any inspection by Purchaser and after repairs if any made as a result of any such inspection the Seller agrees to maintain the property including yard maintenance heating and air conditioning plumbing and electrical systems and all appliances to be conveyed in proper operative condition normal wear and tear excepted until the day of closing or the day possession is given whichever occurs first Seller warrants that to the best of his knowledge information, and belief there are no conditions in the residence which would adversely affect the value when conditions are hidden by furniture, fixtures or window treatments currently in place in the property

(D) Seller represents that the property is connected to ☒ public/community sewer system or to ☐ a septic tank and to ☒ public/community water system or to ☐ well system and ☐ is located in flood zone or ☒ is not located in flood zone

(E) Seller represents that the property ☒ is or ☐ is not subject to a mandatory association fee (i.e., homeowner's association/ regime or otherwise) If property is subject to a mandatory fee the fee is \$ 0 per year and the fee ☐ is or ☐ is not current Purchaser ☐ has ☐ has not received copy of restrictions/ covenants If applicable

(F) Seller warrants that the property ☐ is or ☒ is not subject to a special assessment of any governing body including but not limited to a homeowner's association or regime or otherwise If the property is subject of a special assessment, the assessment has not been paid

(G) Purchaser and Seller agree that a Seller's Property Condition Disclosure statement as required by South Carolina Code of Laws has been provided to Purchaser by Seller prior to the ratification of this agreement

☒ Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws

10 CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated All statutory deed transfer fees shall be the responsibility of Seller Purchaser shall pay for recording of deed The deed shall be prepared in the name of ROBERT & MICHEL M. S. NINCH and delivered to stipulated place of closing. This transaction shall be closed on or before DEC 15 2005

11 POSSESSION

The Seller will not be obligated to give possession or vacate the herein described property to the Purchaser until twenty four (24) hours after the title to this property has passed to the Purchaser Seller agrees to deliver the property free of debris in a clean condition with landscaping maintained Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection within twenty four (24) hours prior to closing

12 FIXTURES AND PERSONAL PROPERTY

This sale includes all fixtures equipment and improvements of any kind which now exist and are attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes, TV antennas satellite dishes Seller-owned security systems clothes-line poles curtain/drapery rods, ceiling fans attached mirrors light bulbs switch plates duct covers and built ins such as equipment appliances cabinets furniture and shelves unless otherwise agreed herein (Other items may be sold separately by bill of sale)

13 REMARKS

Other conditions:

SELLER AGREES TO

- 1) FURNISH \$20/SQYD CARPET ALLOWANCE
- 2) INSTAL HARDWOOD IN GREAT ROOM
- 3) FURNISH \$650 ALLOWANCE FOR 360° GAS LOGS
- 4) FURNISH \$2000 ALLOWANCE FOR WINDOW TREATMENTS

14 ADJUSTMENTS

Taxes, water sewer charges fuel oil propane electricity natural gas rents when applicable and all other assessments including homeowners association fees regime fees or the like shall be adjusted as of the date of closing. Tax proration pursuant to this contract are to be based on the tax information available or projected on the date of closing and are to be prorated on that basis unless otherwise stipulated in this contract.

- 28. DEFINITIONS** In this contract, a single business day is defined as a twenty four (24) hour period beginning at the time of acceptance of this contract excluding Saturdays, Sundays and South Carolina legal holidays
- 29. HUD/CLOSING STATEMENT RELEASE** Seller and Purchaser authorize the closing attorney to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction.
- 30. MEGAN'S LAW** The Purchaser and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Purchaser agrees that the Purchaser has the sole responsibility to obtain any such information. The Purchaser understands that Sex Offender Registry information may be obtained from the appropriate law enforcement officials.
- 31. DISCLAIMER** The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of any kind, express or implied as to the physical condition of the property or as to condition of or existence of improvements, services or systems thereto including but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems, or to the structure; (B) Give no warranty, express or implied, concerning the condition of the property, any matters which would be reflected by a current survey of the property or the accuracy of the square footage heated or unheated; (C) Give no warranty, express or implied, as to title; (D) Give no warranty, express or implied, as to the fitness for a particular purpose of the property or improvements thereto; (E) Give no warranty, express or implied, that the property being purchased is in compliance with all necessary zoning ordinances and restrictions; (F) Give no warranty, express or implied, as to projected income, value or other possible benefits to the Purchaser.

This is a legally binding contract. Purchaser and Seller should seek legal advice if the contents are not understood. Both Purchaser and Seller acknowledge the receipt of a copy of this contract.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto

<u>Robert L. Melton</u> Witness as to Purchaser	<u>Robert L. Melton</u> Purchaser	<u>10-2-05</u> Date	<u>SSN</u>
<u>Robert L. Melton</u> Witness as to Purchaser	<u>Michael McVinish</u> Purchaser	<u>10-2-05</u> Date	<u>SSN</u>
<u>SOALLO</u> Witness as to Seller	<u>SOALLO</u> Seller	<u>10/3/05</u> Date	<u>SSN</u>
<u>D. MELTON</u> Listing Agent	<u>DUTCH FORK REALTY</u> Office	<u>803-622-2080</u> Telephone Number	
<u>ROBBY MILAM</u> Selling Agent	<u>ASSET REALTY INC</u> Office	<u>803-237-4885</u> Telephone Number	

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT _____ O'CLOCK _____ M (ET) ON _____ (DATE).



EXCLUSIVE RIGHT TO SELL CONTRACT

State of South Carolina



A EMPLOYMENT In consideration of the covenants herein contained (herein called OWNER) and (herein called BROKER) agree as follows For the per od of time beginning on 1-1-20 and ending at midnight on 1-1-20 Owner hereby grants to Broker the sole and exclusive right to sell the real property known as

Broker accepts employment as the sole and exclusive agent of the Owner to sell the property subject to the following terms and conditions

B SALE PRICE Said property is hereby listed to sell for the gross sale price of \$ 100,000 or for such other price or upon such other terms (including exchange) to which owner may subsequently agree during the authorization period Owner agrees to pay Broker a fee of computed upon the gross sales price in any of the following events (1) the closing of a sale of the property during the authorization period or as a result of a contract secured during the authorization period or (2) The signing by Owner of a valid contract to sell the property but Owner fails or refuses to complete the sale as agreed or (3) The presentation to Owner of a valid and a bona fide written offer to purchase the property which complies with the terms and conditions specified herein A contract will be deemed to comply with the terms and conditions hereof if the offered contract is for at least the listing price stated herein is non contingent and is on a form adopted or recommended by a local Board of Realtors or substantially similar thereto The fee will be due to Broker even if the Owner sells or obtains the contract to sell the property during the authorization period or if the Owner sells or obtains the contract to sell the property within 10 days after the expiration of the authorization period or from a purchaser introduced to the property during the authorization period This protection period for the Broker beyond the authorization period will be automatically terminated if the Owner enters into a listing agreement with another broker during the protection period The fee will be due to the Broker not later than the closing date called for in any contract to sell the property or any extension thereof or upon demand if Owner refuses to accept and/or execute a contract which complies with the terms and conditions hereof Owner agrees to pay the costs and expenses including attorney's fees incurred by Broker as a result of enforcing the provision of this agreement The owner shall pay at closing the real estate commission a fee for preparing the deed the deed stamps required on the deed recording of satisfaction and prorated taxes as of the day of closing The term sale shall include any exchange swap or trade of the herein described property

C MARKETING THE PROPERTY The Broker has the option but is not required to continue marketing the property after an offer has been accepted Owner may terminate this option by giving written notice to Broker Owner understands and agrees that by placing the listing in the Consolidated Multiple Listing Service the listing will be transmitted electronically and made available via the internet to the public at large and agrees to indemnify and hold Broker and CMLS harmless from any claim loss or damage arising therefrom

D INQUIRIES Owner agrees to inform Broker of any inquiries or negotiations concerning the sale of the property

E PROPERTY INFORMATION Owner agrees to furnish Broker with complete and reliable information about the ownership and operation of the property and any encumbrances or liens affecting the property Owner warrants that to his knowledge there are no material defects hidden or obvious in or on the property which have not been disclosed to Broker in writing Owner further warrants that he has reviewed the information on the profile sheet attached to and made a part of this Agreement and that all such information is accurate to the best of his knowledge

PERSONAL PROPERTY The real estate described herein includes all fixtures equipment and improvements of any kind which are now attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas clothes line poles curtain/drapery rods ceiling fans attached mirrors and light bulbs as well as all built-ins such as equipment appliances cabinets furniture and shelves unless otherwise agreed herein Personal property to be transferred to the Buyer at no extra cost is as follows

F DISCLOSURE OF INFORMATION Latent Defects Owner authorizes Broker to disclose pertinent information about the property to his agents subagents prospective purchasers and all inquiring parties Such disclosure shall be in the manner or form customary in the marketplace Owner agrees to disclose in writing to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view and to indemnify and hold Broker harmless from any costs claims liabilities or damages (including the cost to defend any alleged claims) arising from the Owner's failure to disclose any such defect This indemnity shall include the costs incurred in enforcing the provisions of this indemnity including reasonable attorney's fees Known defects are as follows

G INSPECTION Owner agrees to make property available for the inspections by Broker his agents subagents buyer/broker and prospective purchasers as deemed reasonably necessary by Broker

H DISCLOSURE BY LIEN HOLDERS Owner hereby authorizes anyone having a lien against the property to disclose complete information about the lien to Broker

I NON DISCRIMINATION It is agreed that this property is listed in full compliance with local state and federal fair housing laws against discrimination on the basis of race color religion sex handicap familial status or national origin

CMLS Owner directs Broker to place the listing in the Consolidated Multiple Listing Service which will constitute an offer of cooperation to all participants in the CMLS Owner does not agree for a CMLS lockbox containing keys to be installed on the property in order to facilitate the inspection of the property by Broker and cooperating agents Owner understands that the placing of lockbox on the property has inherent risks resulting from the potential wrongful acts of persons with access to the lockbox Owner understands and specifically assumes this risk Owner further acknowledges that Broker is not an insurer against the loss of personal property and agrees to release Broker and CMLS from any responsibility therefore Owner authorizes Broker the right to display For Sale signs on the property and remove all other signs

K AGENCY RELATIONSHIPS Agent has advised seller of Brokers general company policy regarding cooperation with Subagents Buyers Agents both and Owner has read Disclosure Regarding Real Estate Agency Relationships hereof and agrees to authorize the Agent (Listing Firm) to cooperate and to compensate cooperating companies

The form of agency in a transaction will be disclosed verbally to the Owner's Agent at the time of initial contact by all cooperating real estate agents Further a written disclosure of agency shall be provided to the Owner at the time an offer to purchase is submitted for the Owner's consideration

L NO CONTROL OF COMMISSION RATES OR FEES Under the long established policy of CMLS the broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed controlled suggested recommended or maintained by the CMLS or by any persons not a party to the listing agreement The compensation paid by the listing broker to a cooperating broker in respect to any listing is established by the listing broker in his offer of co-operation and is not fixed controlled suggested recommended or maintained by the CMLS or by any persons other than the listing broker and his or her subagent

M SPECIAL STIPULATIONS The following stipulations shall if conflicting with printed matter control

N MEDIATION All parties in this transaction agree to mediation in the event a dispute arises under the Contract and agree that the participation is such that mediation shall be a condition precedent to the right of either party to initiate a civil action hereunder The mediation shall take place subject to the rules and procedures established by the Greater Columbia Association of Realtors South Carolina Code Ann Section 15 48 10 et seq shall not apply to this Contract

O EARNEST MONEY Owner authorizes Broker to accept and hold on behalf of Owner an earnest money deposit in accordance with the terms of any written contract for the sale of the property In the event such deposit is forfeited by a prospective Purchaser Broker may retain one half (1/2) of such deposit but not exceeding the total amount of Broker's fee Should Broker incur any costs including attorney's fees as a result of the release of any of the earnest money deposit to Owner Owner will reimburse Broker for such costs

RECEIPT OF A COPY OF THIS AUTHORIZATION AGREEMENT IS HEREBY ACKNOWLEDGED

WITNESS	OWNER	SS#	DATE
WITNESS	OWNER	SS#	DATE
BY			
BROKER'S COMPANY	BROKER'S SIGNATURE		DATE
BROKER'S MAILING ADDRESS		OWNER'S MAILING ADDRESS	

PHONE PHONE
THIS IS A LEGALLY BINDING CONTRACT ALL BLANKS MUST BE FILLED IN IF INFORMATION DOES NOT APPLY INSERT N/A ANY ALTERED TERMS OR CONDITIONS MUST BE INITIALED BY BOTH OWNER AND BROKER

Rev 3/00

0002453

A U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B TYPE OF LOAN				
	1 ☐ FHA	2 ☐ FmHA	3 ☐ CONV UNINS	4 ☐ VA	5 ☐ CONV INS
	6 FILE NUMBER RE 05-1401		7 LOAN NUMBER		
8 MORTGAGE INS CASE NUMBER					

C NOTE This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked [POC] were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D NAME AND ADDRESS OF BORROWER Robert McNinch and Michael McNinch	E NAME AND ADDRESS OF SELLER K&L Contracting LLC 1105 Pulaski Street Columbia SC 29201	F NAME AND ADDRESS OF LENDER
G PROPERTY LOCATION Hiland County South Carolina	H SETTLEMENT AGENT Harrell & Associates P.A. PLACE OF SETTLEMENT 118 Columbia Avenue Chapin SC 29036	I SETTLEMENT DATE December 15 2005

J SUMMARY OF BORROWER'S TRANSACTION		K SUMMARY OF SELLER'S TRANSACTION	
100 GROSS AMOUNT DUE FROM BORROWER		400 GROSS AMOUNT DUE TO SELLER	
01 Contract Sales Price	291 500 00	401 Contract Sales Price	291 500 00
02 Personal Property		402 Personal Property	
03 Settlement Charges to Borrower (Line 1400)	2 784 90	403	
04		404	
05		405	
Adjustments For Items Paid By Seller in advance		Adjustments For Items Paid By Seller in advance	
06 City/Town Taxes to		406 City/Town Taxes to	
07 County Taxes 12/15/05 to 01/01/06	9 81	407 County Taxes to	
08 Assessments to		408 Assessments to	
09		409	
10		410	
11		411	
1		412	
0 GROSS AMOUNT DUE FROM BORROWER	294 294 71	420 GROSS AMOUNT DUE TO SELLER	291 500 00
00 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500 REDUCTIONS IN AMOUNT DUE TO SELLER	
01 Deposit or earnest money	2 000 00	501 Excess Deposit (See Instructions)	
02 Principal Amount of New Loan(s)		502 Settlement Charges to Seller (Line 1400)	16 721 55
03 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
04 1/4 pt credit from equity	728 75	504 Payoff of first Mortgage to BB&T/952 0177636-00015	224 717 65
5		505 Payoff of second Mortgage	
6		506 Deposit retained by broker	2 000 00
7		507	
8		508	
9		509	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
10 City/Town Taxes to		510 City/Town Taxes to	
11 County Taxes to		511 County Taxes 01/01/05 to 12/16/05	214 07
12 Assessments to		512 Assessments to	
13 Window Treatment Allowance	2 000 00	513 Window Treatment Allowance	2 000 00
14		514	
15		515	
16		516	
17		517	
18		518	
19		519	
20 TOTAL PAID BY/FOR BORROWER	4 728 75	520 TOTAL REDUCTION AMOUNT DUE SELLER	245 653 27
10 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER	
11 Gross Amount Due From Borrower (Line 120)	294 294 71	601 Gross Amount Due To Seller (Line 420)	291 500 00
12 Less Amount Paid By/FOR Borrower (Line 220)	(4 728 75)	602 Less Reductions Due Seller (Line 520)	(245 653 27)
13 CASH (X FROM) (TO) BORROWER	289 565 96	603 CASH (X TO) (FROM) SELLER	45 846 73

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein. I HAVE CAREFULLY REVIEWED THE HUD 1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD 1 SETTLEMENT STATEMENT.

Borrower
Robert McNinch
Michael McNinch

Seller
K&L Contracting LLC
BY
President

ATTEST

Secretary/Treasurer

TO THE BEST OF MY KNOWLEDGE, THE HUD 1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Harrell & Associates P.A.
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON VIOLATION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

L SETTLEMENT CHARGES

L SETTLEMENT CHARGES		PAID FROM BORROWER'S MOS	AID FROM SE LER OF E TLEMENT
700	TOTAL COMMISSION Based on Price \$ 291 500 00 @ 6 0000 / 17 490 00		
Division of Commission (Line 700) as Follows			
701	\$ 8 452 50 to Dutch Fork Realty		
702	\$ 8 452 50 to Assel Realty		
703	Commissions Paid at Settlement		14 905 00
704	Note Line 701 Includes Adjustment of 292 50 For Walk Gate		
	Note Line 702 Includes Adjustment of 292 50 For Walk Gate		
100	ITEMS PAYABLE IN CONNECTION WITH LOAN		
101	Loan Origination Fee / to		
102	Loan Discount / to		
103	Appraisal Fee to		
104	Credit Report to		
105	Underwriting Fee to		
106	Title Service Fee to		
107	Flood Certification Fee to		
108			
109			
110			
111			
300	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
301	Interest From to @ \$ /day (days /)		
302	Mortgage Insurance Premium for months to		
303	Hazard Insurance Premium for 10 years to USAA Insurance		1 393 75
304			
305			
1000	RESERVES DEPOSITED WITH LENDER		
1001	Hazard Insurance @ \$ per		
1002	Mortgage Insurance @ \$ per		
1003	City/Town Taxes @ \$ per		
1004	County Taxes @ \$ per		
1005	Assessments @ \$ per		
1006	@ \$ per		
1007	@ \$ per		
1008	Aggregate Adjustment @ \$ pe		
1100	TITLE CHARGES		
1101	Settlement or Closing Fee to		
1102	Abstract or Title Search to True Title		164 00
1103	UPS FEE (Docs) to Harrell & Associates, P.A.		15 00
1104	Title Insurance Binder to Three Kings Title Insurance Agency		100 00
1105	Document Preparation to Harrell & Associates, P.A.		125 00
1106	ALTA Endorsements to Three Kings Title Insurance Agency		
1107	Attorney's Fees to Harrell & Associates, P.A.		350 00
	(includes above item numbers)		
1108	Title Insurance to Three Kings Title Insurance Agency/FA		732 15
	(includes above item numbers)		
1109	Lender's Charge \$		
1110	Owner's Coverage \$ 291 500 00 732 15		
1111	Copies Postages & Fees to Harrell & Associates, P.A.		20 00
1112	UPS Fee (Label Package)		
1113	UPS Fee (Payoff) to Harrell & Associates, P.A.		25 00
1200	GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201	Recording Fees Deed \$ 10 00 Mortgage \$ Releases \$		10 00
1202	City/County Tax/Stamp Deed Mortgage		
1203	State Tax/Stamp Revenue Stamp 1,078 55 Mortgage		1 078 55
1204	Satisfactions to Harrell & Associates, P.A.		5 00
1205	Assignment		
1300	ADDITIONAL SETTLEMENT CHARGES		
1301	Survey to		
1302	Pest Inspection to		
1303	Walk Gate to Backman Welding, Inc.		583 00
1304	Home Warranty		
1305	Water and Sewer		
1400	TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)		2 784 90 16 721 55

By signing page 1 of this statement, the signatory acknowledges receipt of a completed copy of page 2 of his two-page statement.

Certified to be a true copy
Signature _____

EL E S AX O S O U C T 1 10 THE INFORMATION IN BLOCKS E G H I AND ON LINES 01 406 407 and 408 IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND IT IS NOT REPORTED. IF IT HAS NOT BEEN REPORTED YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

F sale or exchanges of certain real estate to the person responsible for closing real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement. You must report the sale or exchange of your main home on your tax return, use the 2005 Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 797, Sales of Business Property, Form 5252, First-Ever Sale Income and/or Schedule D (Form 1040) Capital Gains and Losses. You may have to recapture (pay back) all or part of Federal mortgage subsidy if all the following apply: (a) you received a qualified mortgage bond or you received mortgage credit certificate; (b) Your original mortgage loan was provided by the 990 and (c) you sold or purchased your home at a gain during the 9 years after you received the Federal mortgage subsidy. This will increase your tax. See Form 8826, Recapture of Federal Mortgage Subsidy and Pub 523, Selling Your Home.

If you have a carryover of sales tax for the period that includes the sale date, subtract the amounts on Lines 406 407 & 408 from the amount already paid to determine your deduction. See Pub 523.

For Preparation Reduction Act Notice see the 2005 Instructions for Form 990, 991, 990-B, 990-E and W-92.

Department of the Treasury Internal Revenue Service

EPPEALTES OF P R JURY I CERTIFY THAT THE NUMBER SHOWN BELOW ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

0002455

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that SEL Properties LLC (hereinafter referred to as Grantor), of the State of South Carolina, in consideration of the sum of Forty-Two Thousand Hundred and no/100 (\$42,000 00) Dollars, to it, in hand paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant bargain, sell and release all of Grantor's right title and interest in the property described below unto Grantee its successors and assigns all of its right title and interest in and to

Street Address Lot 10 of the Courtyards at Rolling Creek, Phase I

Legal Description See Exhibit "A" attached

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 the said Grantee its successors and assigns forever, and it 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 it and its successors and assigns and against every person whomsoever claiming or to claim the same or any part thereof

IN WITNESS WHEREOF the execution hereof this 21st day of October

WITNESSES

Laura McDonald
Linda H. H. H.

 (SEAL)
SEL Properties LLC
By Stephen E Lipscomb
Its Manager

Book 00990 1588
0040874 ~ 10/ 1994 16 43 50 49
Fee \$10.00 County Tax \$46.20 State Tax \$109.20
Deed



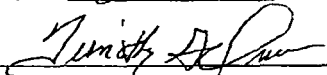
STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

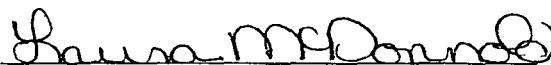
P R O B A T E

PERSONALLY APPEARED before me the undersigned witness who being duly sworn, deposes and says that s/he saw the within named SEL Properties, LLC, by Stephen E Lipcomb its Manager sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution thereof

SWORN TO BEFORE ME THIS

21st day of October, 2004

 (L S)
Notary Public for South Carolina



My Commission Expires 6/17/2013

Grantee's Address PO Box 11641 Columbia, SC 29211

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate lying and being in the County of Richland, State of South Carolina being known as designated as Lot 10 on a bonded plat of The Courtyards at Rolling Creek Phase I, prepared by Associated E & S, Inc and being dated June 20, 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22 2002 and having the same boundaries and measurements as shown on said plat

This conveyance is made subject to all covenants, easements and restrictions of record

TMS 02607-07-10

Derivation This being the same property conveyed to SEL Properties LLC from Robert E Cripps II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County Building Permit - Residential

Planning & Development Services

2020 Hampton Street
P O Box 192
Columbia SC 29202

(803) 576 2190 Tel
(803) 576-2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0402259	05/14/2004	\$ 170775 00	\$	

LOCATION	106 Summer Branch Ln Richland County SC	SUBDIVISION	COURTYARDS @ ROLLING CREEK
TMS#	04-02	LOT	11
USEZONE	RS LD	FLOODZONE	No
MOBILEDECAL		UTILITIES	
MOBILEMODEL		Electn	
		Sewer	
		Gas	
OWNER	K and L Contracting Llc ()	CONTRACTOR	Data Unavailable Record Default
APPLICAN	Data Unavailable	LICENSES	
SUB-CONTRs		General	
Electrical		Electrical	
Plumbing		Mechanical	
Mechanical		Plumbing	

CHARACTERISTICS OF WORK

DESCRIPTION OF WORK	SETBACKS	ZONING	CUSTOM
SINGLE FAMILY RESIDENCE	Front	25	
	Back	20	
	Sides	5	
	Combined	16	
	Corner	12 5	
NATURE OF WORK	DIMENSIONS	#STORIES	0
New Construction	SQUAREFOOTAGE	1261 sq Ft	
REPORT CODE	SINGLE FAMILY ONLY	#BATHROOMS	0
101 New Res Single family houses attached or detached		#BEDROOMS	0
OCCUPANCY TYPE		TOTAL ROOMS	0
Residential R3	CONSTRUCTION TYPE		
	V UNPR		

NOTICE

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor or Authorized Agent

Date

05/14/2004

Approved By

Date

WEB ADDRESS

[http //BuildingDepartment.com/projects](http://BuildingDepartment.com/projects)

PERMIT NUMBER

0402259

PERMIT PIN

253029

Save Time & Money with Online Permits and Inspections Go To www.buildingdepartment.com

printed July 17 2007

0002459

07/23/2004 02:58 8037869588
SETTLEMENT STATEMENT

LIPSCOMB HOLDINGS
Department of Housing
and Urban Development

PAGE 03

OMB No. 2502-0165

B. Type of Loan		6. File Number		7. Loan Number		9. Mortgage Insurance Code #	
1. ☐ FHA	2. ☐ VA	3. ☐ FmHA	4. ☐ Conv. Ins.	2004175 TQO	9520177636-00013		
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (p.o.o.) were paid outside the closing. They are shown here for information purposes and are not included in the totals.							
D. Name and Address of Borrower		E. Name and Address of Seller		F. Name and Address of Lender			
R&L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211		SEL PROPERTIES LLC PO BOX 11641 COLUMBIA SC 29211		BB&T 1901 ASSEMBLY STREET COLUMBIA SC 29201			
G. Property Location				H. Settlement Agent		I. Settlement Date	
LOT 11 ROLLING CREEK 106 SUMMER BRANCH LANE TMS#02607-07-11				TIM QUINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN ST COLUMBIA, SC 29201		07/23/04 DISB DATE: 07/23/04	
J. Summary of Borrower's Transaction				K. Summary of Seller's Transaction			
100. Gross Amount Due From Borrower				400. Gross Amount Due To Seller			
101. Contract sales price 40,000.00				401. Contract sales price 40,000.00			
102. Personal property				402. Personal property			
103. Settlement charges to borrower (line 100)				403.			
104.				404.			
105.				405.			
Adjustments for items paid by seller in advance				Adjustments for items paid by seller in advance			
106. City/town taxes to				406. City/town taxes to			
107. County taxes to				407. County taxes to			
108. Assessments to				408. Assessments to			
109.				409.			
110.				410.			
111.				411.			
112.				412.			
120. Gross Amount Due From Borrower 43,389.00				420. Gross Amount Due To Seller 40,000.00			
200. Amounts Paid By or in Behalf of Borrower				500. Reduction in Amount Due To Seller			
201. Downside or earnest money 0.00				501. Escrow deposit (see instructions) 0.00			
202. Principal amount of new loan(s) 0.00				502. Settlement charges to seller (line 100) 605.41			
203. Existing loan(s) taken subject to				503. Refinancing loan taken subject to			
204. CONST LOAN 236800.00 0.00				504. Payoff of first mortgage loan			
205. 1ST DRAW 43,241.51				505. Payoff of second mortgage loan			
206.				506.			
207.				507.			
208.				508. NBSC 32,000.00			
209.				509.			
Adjustments for items unpaid by seller				Adjustments for items unpaid by seller			
210. City/town taxes to				510. City/town taxes to			
211. County taxes 1/1/04 to 07/22/04 147.49				511. County taxes 1/1/04 to 07/22/04 147.49			
212. Assessments to				512. Assessments to			
213.				513.			
214.				514.			
215.				515.			
216.				516.			
217.				517.			
218.				518.			
219.				519.			
220. Total Paid By/For Borrower 43,389.00				520. Total Reduction Amount Due Seller 32,752.90			
300. Cash at Settlement From/To Borrower				600. Cash at Settlement To/From Seller			
301. Gross amount due from borrower (line 120) 43,389.00				601. Gross amount due to seller (line 420) 40,000.00			
302. Loan amt paid by/for borrower (line 220) 43,389.00				602. Loan reduction in amt due seller (line 520) 32,752.90			
303. Cash ☒ From ☐ To Borrower 0.00				603. Cash ☒ To ☐ From Seller 7,247.10			

REPORTER TAX ID #

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. This is a substitute form 1099-S.

SEL PROPERTIES, LLC TAX ID # 57-1039150

Previous Edition is obsolete

HUD 1 (3-96)
HOPA HB 4305-3

5725

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