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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Doyet A. Early, III, Circuit Court Judge

Case No. 2010-CP-02-03055

Melissa J. Lackey-Oremus and James T. Oremus Appellants

v.

4 K&D Corporation, d/b/a Grand Estates Auction Company,
Stacy Kirk and Valaria Devine Respondents.

RECORD ON APPEAL – VOL. II

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State of South Carolina)

County of Aiken)

Melissa J. Lackey-Oremus)
and James T. Oremus,)

Plaintiffs,)

vs.)

4 K&D Corporation d/b/a)
Grand Estates Auction)
Company, Grand Estates)
Advertising, LLC, Stacy)
Kirk, Scott Kirk, Valeria)
Devine, Karl Wesley)
Hirshhorn, Erin Francis)
Hirschhorn, individually,)
and as Trustees of the Karl)
Wesley Hirschhorn and Erin)
Francis Hirschhorn)
Revocable Trust dated May)
24, 1993,)

Defendants.)

4 K&D Corporation d/b/a)
Grand Estates Auction)
Company, Grand Estates)
Advertising, LLC,)

Third-Party Plaintiffs,)

vs.)

William A. Higgins,)

Third-Party Defendant.)

2010-CP-02-3055

Deposition

of

James Oremus

Date: August 8, 2013

Time: 11:26 a.m.

Location:

Braithwaite, Farmer,
Boni & Timmerman, 759
Richland Avenue West,
Aiken, South Carolina

Court Reporter:

Kathleen R. Tackett,
CVR

1 Q Okay. What paperwork did you fill out?

2 A Now, I'm not a hundred percent sure about this. I
3 believe it was, at that time, we had to give them,
4 you know, information as far as who we were. And I
5 think it was at that time we had to list what our
6 opening bid was. But you couldn't hang me on a
7 cross for that one if I'm wrong.

8 Q Okay.

9 A I -- I -- I think that's when we had to put, you
10 know, what our opening bid would be.

11 Q Okay. And -- and do you recall who you worked with
12 to submit the paperwork?

13 A That would've been that Mark.

14 Q Mark. Okay. Do you recall having any --

15 A I'm not even sure his name's Mark. I'm almost sure
16 his name's Mark.

17 Q Sure. Okay. We'll call him Mark for --

18 A Yeah.

19 Q -- for today to make things easier, but I won't
20 hold you to --

21 A Yeah.

22 Q -- that.

23 A Thanks. If you find out a -- a Mark never worked
24 there . . .

25 Q And -- and did you speak with Stacy Kirk during the

1 A But she remembers stuff better than I do.

2 Q Okay. And who was the auctioneer?

3 A His name was Bill Higgins.

4 Q Do you know Bill Higgins?

5 A No. Just that he was the auctioneer.

6 Q And you'd never met him --

7 A No.

8 Q -- prior to the auction? Okay.

9 And do you -- do you remember how the auction
10 started?

11 A How it started?

12 Q Yes.

13 A I remember them saying that there was -- there was
14 some commotion going on. If you could picture this
15 room being sort of like this room here, and the
16 entrance was -- would've been to my right to get
17 into this room. This would've been maybe, like,
18 their main ballroom or dining room or something.
19 And there was people, kind of, walking around in
20 the entrance there, and Stacy was in and -- was in
21 and out a few -- a few times.

22 And then I don't remember -- I don't want to
23 misrepresent myself. It seems to me I remember her
24 saying something about there being a person that
25 they had to ask to leave. And then -- then the --

1 that was it. That was the end of that conversation
2 and the auction started.

3 Q And she told that to you or to -- ?

4 A Well, to the group. To the room.

5 Q Okay. And did -- and had you had any conversations
6 with her at this point?

7 A No. No.

8 Q You -- you'd never talk -- talked to Stacy?

9 A No. I'm not sure that we knew who Stacy was until
10 she started to speak up a little bit more as the
11 auction was going on. And then we were able to
12 figure out that, you know, she must've been
13 somebody important.

14 Q Okay. And, once the auction went underway, do you
15 remember who made the first bid?

16 A No. I -- I -- I don't know any of the names of
17 anybody that -- that bid. The only person, as was
18 mentioned before, was this Jane Page Thompson. And
19 I'm not sure, but I don't think I remember her ever
20 bidding. So, like I said, if she didn't bid, then
21 I don't know anybody else who bid.

22 Q Okay. And were you the one actually doing the
23 bidding, or was it your wife?

24 A No. She -- she held the paddle.

25 Q Okay.

James Oremus

1 A It's a wife thing.

2 Q I can -- I can understand that.

3 And, during the auction, do you recall anyone
4 soliciting bids other than Bill Higgins?

5 A Yes. Stacy did.

6 Q Okay. Anyone else?

7 A This Mark character, he came up to me, I remember,
8 at one point, and started rubbing my shoulders
9 like, "Come on, buddy. You can do it. You can do
10 it," you know. Except -- you know, that's what
11 they're there for.

12 Q Right.

13 A You know, to get -- you know, to get people --

14 Q Sure.

15 A -- you know, pumped up.

16 Q Okay. And -- and do you remember any bidders
17 speaking up during the auction?

18 A No.

19 Q Okay. Do you remember your wife speaking up during
20 the auction?

21 A No.

22 Q Okay.

23 A Maybe to me, in a whisper, but not speaking, you
24 know, up louder than a whisper.

25 Q She didn't say anything to encourage other people

1 to bid?

2 A Oh, no. No.

3 Q Okay. And --

4 A And we didn't want anybody else to bid. We wanted
5 to get it as cheap as we could.

6 Q All right. And after -- and you were the winning
7 -- the high bid?

8 A Yes.

9 Q And what was the amount of that bid?

10 A 1,875,000.

11 Q Okay. And do you recall what happened immediately
12 after the gavel went down?

13 A Right after the gavel went down, I remember
14 standing up and chatting it up with some -- with
15 some folks, you know, "Congratulations," this and
16 that. And then we went outside to, sort of, high-
17 five each other, I guess, and, you know, just to
18 kind of -- "Can you believe that this just
19 happened?"

20 And then I went to walk back inside, and
21 standing in the doorway was -- Nancy Cerra and
22 Stacy Kirk were talking. And I said something like
23 -- I'm sorry. Do you --

24 Q I --

25 A -- want to say something?

1 Q No. I -- I -- I don't want to cut you off, but --
2 but we'll get to that part in a minute.

3 A Okay.

4 Q Right now I just want to know about while you were
5 still in the auction room --

6 A Oh, I'm sorry.

7 Q -- after the auction. You said that you had some
8 conversations with some folks?

9 A I don't remember myself having any conversation
10 with, maybe, Nancy. I think that Melissa had maybe
11 spoken to a person or two, but we pretty much
12 weren't interested -- I don't want to sound rude,
13 but we pretty much weren't interested in talking to
14 anybody else except for ourselves. You know,
15 it's --

16 Q Why is that?

17 A Because this was such a big deal. You know, this
18 is -- this is a house that is historic. It's
19 downtown Aiken. We got it at -- at what we thought
20 was just a tremendous deal, and we didn't really
21 want to talk to anybody else about that at that
22 moment. We wanted to, kind of, just go outside and
23 -- and just, you know, fist pump maybe a little bit
24 to ourselves. But we're -- we're not gloaters,
25 grandstanders, or anything like that, so we -- I

1 think we just kind of wanted to keep it to
2 ourselves.

3 Q Okay. And -- and -- but you did say y'all made
4 some small talk. Do you remember who that small
5 talk was with?

6 A Excuse me. No. I don't.

7 I -- I know that in Melissa's testimony -- or
8 deposition she had mentioned Jane Page Thompson.
9 At the time, we didn't know Jane Page, so she
10 doesn't really stand out to me. I know she was
11 there. I do remember seeing her, but as far as
12 whether Melissa was talking to her, I -- I don't --
13 I don't recall that. I -- I just remember being
14 kind of caught up in the moment and, you know --

15 Q And -- and you don't remember, specifically,
16 anybody besides you, your wife, and Nancy Cerra?

17 A You mean as far as --

18 Q That conversation immediately after the auction.

19 A No. The -- the -- the only conversation I was ever
20 in was me, Nancy, and Melissa.

21 Q Okay. All right. Then you said y'all went
22 outside?

23 A Correct.

24 Q And you went by your car, I think?

25 A Right.

1 Q Who else was there?

2 A I think, when we first walked out, Nancy was part
3 of our three-ring circus. And then Nancy, then,
4 walked back into the house, and then it was just
5 Melissa and I. And, if anybody else came up to us
6 and said, "Congratulations. Wow," anything like
7 that, I don't recall that, honestly. It was a
8 pretty euphoric moment, to be honest with you, so
9 I'm not really aware of what -- anything else was
10 going on, you know, around, besides Melissa and I.

11 Q Okay.

12 A Until what happened next.

13 Q All right. What happened next?

14 A Well, then what happened next was -- what I was
15 starting to say was -- is: I walked back into the
16 house, and the two women, Nancy Cerra and Stacy
17 Kirk, were talking almost right in the threshold of
18 the doorway. And I think I almost remember saying
19 something like, "Okay. Let's go sign the papers,
20 and tell me where to wire transfer the money."

21 And it was one of the two women said, "There's
22 a problem."

23 "Really. What's the -- what's the problem?"

24 And "The problem is that . . ." This -- at
25 this point, it had to have been Stacy that would've

1 said this. "Remember the guy in the beginning of
2 the auction that we didn't allow in? Well, turns
3 out, we should have, that his paperwork had been --
4 had been proper, and we should not have excluded
5 him from the bid. And worst -- more worse than
6 that is -- is that his bid," which everybody had to
7 have an opening bid on -- you know, documented on
8 paper. "His opening bid was \$2 million. And the
9 homeowner is furious."

10 I don't think Melissa remembered -- well, she
11 actually hadn't heard this. "The homeowner is
12 furious; the buyer is furious, and they're both
13 threatening to sue."

14 And should I stop, or do you want me to just
15 keep --

16 Q No.

17 A -- going?

18 Q Keep going.

19 A Keep going? "They're both threatening to sue."

20 Well, I looked at -- I looked at Stacy and --
21 and I felt for her. I'm not just making this up
22 when I say that -- maybe it's a guy thing, you
23 know, with a -- you know, with a female-type thing.
24 You know, but I -- I mean, I -- I felt for her. I
25 mean, you know, somebody's threatening -- not just

James Oremus

1 one person, but two people are threatening to sue
2 and that you -- you screwed up, and you didn't let
3 somebody in.

4 I can appreciate that. I've messed up things
5 in my life, and this was -- it was like, "Okay.
6 This person outbid us. We understand that. That's
7 fine. Let's just let him -- let him have the
8 house. He -- he outbid us."

9 Q And that's what you said to her?

10 A That's what I said to Stacy.

11 Q Okay. And then what happened?

12 A At that point, Melissa had come up, and this is why
13 maybe Melissa is not as on this as I was because I
14 had that initial conversation.

15 At that point, Melissa comes up. I break the
16 news to her that, you know, in an instant, this
17 thing went from good to bad. We went in the office
18 and, kind of, went -- you know, ginned over this
19 thing some more. And Stacy, having a fairly
20 frantic look on her face, I said -- or she said --
21 I'm sure -- I'm sure it had to have been her, "Why
22 don't we -- why don't we make up a release and
23 release your -- we could release your bid."

24 And she got on the phone with somebody from
25 corporate. I guess, an attorney. And they

1 dictated this to her. I remember her with her cell
2 phone and writing all of this out. And we did the
3 first one, and then we did the second one that
4 covered for Bill -- Bill Higgins.

5 Q Okay.

6 A The release.

7 Q All right. And who else was there when this was
8 going on?

9 A Well, Stacy stayed at the desk; Melissa and I were
10 here; Nancy stood, like, in a corner; Bill Higgins
11 was, like, over here, I believe. I -- seems like I
12 remember him off to my right in back of me. And
13 there was a -- a -- another younger lady that was
14 off to my left, I think. But it was -- it -- this
15 was not dictated to the -- the young lady. Stacy
16 wrote -- this is Stacy's handwriting.

17 Q And you're referring to the releases?

18 A Correct.

19 Q Both releases? Okay. And -- and if I could hold
20 those real quick.

21 I'm going to show you what's been marked,
22 first, as Defendants' Exhibit 2. It has two
23 exhibits tickets on it -- exhibit stickers on here.
24 One was from your wife's deposition, but . . .

25 Is that -- is that the release that you signed

James Oremus

1 -- that the first release that you signed, excuse
2 me?

3 A Yes. I would -- I would say so.

4 Q And is that your signature there at the bottom of
5 that --

6 A It is.

7 Q -- document? Okay.

8 And I'm showing you, now, what's marked as
9 Defendants' Exhibit 2. It's also marked 1 from
10 your wife's deposition. If you could look at that
11 document.

12 Is that the second release that you signed?

13 A Yeah. The real estate auction -- oh, yeah,
14 auctioneer. Yes. Yeah. That's -- that's my --

15 Q And -- and what was the purpose of the second
16 release, in your mind?

17 A I believe the second release was to take Bill
18 Higgins -- release him from any action --

19 Q And did --

20 A -- legal action.

21 Q -- did y'all discuss those releases before you
22 signed them?

23 A We did.

24 Q And did you read them before you signed them?

25 A We did.

1 Q And do you feel like you understood what they meant
2 before you signed them?

3 A We did.

4 Q Okay. You told me a moment ago that, when Stacy
5 came to you and telling -- was telling you what had
6 transpired, that you felt sympathetic for her -- or
7 -- or --

8 A Yes.

9 Q -- something to that effect? Okay.

10 What particularly did she say that -- that you
11 relied on in executing those documents?

12 A I'm sorry. Say that again.

13 Q What -- what specifically did -- did she say that
14 you relied on when you signed those two documents?

15 A That I relied on? In other words -- not putting
16 words in your mouth, but what reasoning -- what was
17 the biggest reason why we --

18 Q What --

19 A -- signed these?

20 Q What was the reason --

21 A What would make --

22 Q That's -- that's fair.

23 A Good. Okay. I would say the biggest -- it really
24 is two. One, the man outbid us. And why are we
25 going to cause Grand Estates harm and let them get

1 sued by multiple people for a bid that we're not
2 going to -- we weren't going higher than 1,875,000.
3 That's high. They have a bid of \$2 million. Why
4 are we -- why are we going to hold them up when
5 we're not going to go any higher? I
6 -- I don't -- I don't think that that's right.

7 Q Okay.

8 A So, sure. If we could accommodate the Kirks -- and
9 we didn't know them from Adam, by the way. I'm
10 going to do this for anybody -- anybody in this
11 room. I -- well, I'm not going to cause anybody
12 harm just -- you know, why? Because I've got some
13 ego or whatever? No. We're -- we'll sign it.
14 Sure.

15 Q Okay. So -- so I -- I'm -- I'm -- make sure I'm
16 clear. The first reason was the other bidder?

17 A Correct.

18 Q The second reason was you -- you felt bad for --

19 A Yeah. I felt bad for --

20 Q -- Ms. Kirk?

21 A -- for Stacy, sure.

22 Q Okay. What if she had just said to you, "I totally
23 screwed up this auction. Will you sign releases
24 for the property?" Would you have signed it then?

25 A In -- in -- without being -- the threats of being

1 sued and things like that -- that if she --

2 Q Well, if she had just come to you and said these
3 precise words: "Mr. Oremus, I really screwed up
4 this auction, and there could be some lawsuits
5 because of it. Will you sign these releases?"

6 A If there could be -- you know, you've got to be
7 clear because --

8 Q No.

9 A -- if you --

10 Q That --

11 A -- said, "There could be" --

12 Q There could be.

13 A -- "some lawsuits," no. We wouldn't have signed.

14 Q Okay. But, if she had said "We really screwed up.
15 There will be lawsuits," would you have signed
16 them?

17 A I still don't think we would have signed it. The
18 sympathy thing is -- is one thing, but it's --
19 there still was the fact that we were outbid. That
20 was really -- that's the driver. We're -- you
21 know, we're -- we were outbid.

22 The fact that somebody screwed up, no. I -- I
23 don't think so. I'm not saying that we might not
24 have signed it later under, maybe, some pressure or
25 whatever. But not there -- not there on the spot.

James Oremus

1 Q So right there on the spot, did you feel like you
2 could've said, "No. I'm not signing them. I want
3 the contract, and I want the house"?

4 A Could I have?

5 Q Could you have?

6 A Yeah. Absolutely. We -- we were not forced to --
7 to sign these documents.

8 Q Well, why didn't -- why didn't you just say, "I
9 want my property for 1.875"?

10 A Because I don't think we're that kind of people. I
11 don't -- I don't consider us sharks. We came to
12 the auction thinking -- looking for a deal. This
13 is -- this is what I do. I -- just to clarify, I -
14 - I -- we're 50-50 partners, but I'm probably 95
15 percent of the business, as far as, you know, I
16 funded the -- funded the business. I run the
17 business. The -- all of them, actually, except for
18 her pottery studio. So this is what I do. I look
19 for opportunities to find deals. And -- and we --
20 this looked like it was going to be -- this was
21 going to be a great deal.

22 And I -- and I -- now, I've rambled. Now, I
23 forget exactly what your question was, so I can get
24 to the point.

25 Q Well -- well, I think that you said that you felt

1 like, at that point, you could've gotten the
2 property for 1.875?

3 A Yeah. Oh --

4 Q But you didn't --

5 A Okay. That's right. And -- and so that was --
6 that was great. But, at the same time -- that was
7 a great deal at 1.875 but as the -- as the ticker
8 kept going higher and higher and higher, the deal
9 wasn't -- remember that we had already been in
10 post-crash -- you know, post-crash real estate, so,
11 yes. This was still a hell of a deal, but nobody
12 knew exactly when the market was coming back. So,
13 you know, I felt pretty good with that bid at a
14 million eight.

15 Q But you didn't feel so good about it to enforce it?

16 A Not when somebody's saying that they're going to
17 get sued by multiple people.

18 Q But she never said you're going to get sued, did
19 she?

20 A No. She didn't say we were going to get sued, but
21 she did say she was going to get sued. And why put
22 somebody through that? We weren't going any
23 higher.

24 Q So you didn't want to put her through the lawsuit?

25 A Yeah. Why -- why cause her that pain that now

James Oremus

1 she's experiencing because of, you know, lying.

2 Q Okay. You also heard, during your wife's
3 deposition, that she thought y'all could use this
4 for a bed and breakfast or some kind of event
5 destination. Had y'all talked about that during
6 the auction?

7 A Well, we talked about that. That was -- that's my
8 wife's passion -- is that kind of stuff. We've had
9 weddings at our house and, you know, parties and
10 things like that for -- for people outside of our
11 family. That wasn't -- that wasn't my thinking.
12 My -- I'm an investor. I've recently made a -- a
13 really large transaction here right down the road
14 from here and -- for almost a similar amount of
15 money. And this is what -- this is what I do. I
16 look for deals.

17 If we could've used it for a bed and breakfast
18 while we were waiting for the market to -- to come
19 back up to sell it, to live in it, and maybe we --
20 you know, we were just finishing up a house, you
21 know, at the Farmstead subdivision. Maybe we
22 could've made a profit over there for a brand new
23 house, you know, maybe made some money there.
24 Lived in the house -- you know, The Balcony house,
25 made a little money there. This is -- this is just

1 what I -- this is just what I do. And this was the
2 best opportunity since the deal that I made down
3 the road over here with Mead Hall School. This --
4 that had been the best opportunity for a good deal
5 in Aiken.

6 Q What I'm asking you, specifically, though, is -- is
7 what you and your wife talked about using the
8 property for.

9 A Her -- well, I talked about wanting to use it as an
10 investment property to -- to eventually sell it for
11 a profit. Her idea was the bed and breakfast
12 thing. But, in my mind, the bed and breakfast
13 would only have been something to maybe make --
14 generate a little income until the day we turn
15 around and the market comes back and we sell it for
16 3 or 3 1/2 million.

17 Q Okay. After you signed those two releases, what --
18 what did you do next?

19 A After we signed those?

20 Q After you signed those.

21 A Shook hands and left.

22 Q Okay. Were -- were -- did you express any relief
23 to Stacy Kirk or Nancy Cerra for not -- not -- not
24 having to go forward with the sale -- or the
25 purchase of the property?

James Oremus

1 A No. Not -- not relief. No. I -- I -- no.

2 Q But were -- did you appear distressed?

3 A Distressed, as if we had been hoodooed or -- or --

4 Q Right.

5 A No. I -- I don't think so. I mean, you know, I --

6 I go through life believing people, so, no. I

7 don't think I would seem distressed at that time.

8 It seemed like everything was above board.

9 Q Were you smiling?

10 A Oh, I don't know. I'm a happy guy. I -- I

11 might've. I don't know.

12 Q Okay. And then, after you left, what was the next

13 you heard about the -- the -- The Balcony?

14 A Well, first I called -- I did call -- or the next I

15 heard about The Balcony, let me tell you. That

16 happened at two o'clock. By five, man, the -- the

17 chatter was all over the place. By the next day,

18 already it -- there was the feeling that things

19 weren't quite right. I called Stacy, and those

20 were my exact words on her voice mail: "Stacy, Jim

21 Oremus. I would really appreciate a phone call

22 back. Something just doesn't seem right here. I'd

23 appreciate a phone call back." And then that was

24 -- that was it. She didn't return the -- the phone

25 call.

1 And then things were quiet for a while, and
2 then the next -- then there was a -- a newspaper
3 article that came out that my wife had referenced
4 in her deposition. I don't remember much of the --
5 the details. She was the one who actually spoke to
6 the newspaper, but, at that point, I believe --
7 see, there was two different articles about --
8 about this, and I don't remember what that first
9 article even said anymore, to be honest with you.

10 Q Okay.

11 A And then the next article was more about what --
12 what was happening with -- with us, you know, as
13 far as our concerns and all. But I don't think
14 there was really anything else until after the --
15 the house had been sold.

16 Q Okay.

17 A That was -- when the -- when the house -- when the
18 house was sold and we found out that it was to
19 somebody else other than the -- the -- this -- this
20 person that supposedly was a \$2 million bidder,
21 that's when -- that's when we --

22 Q Was that the first time you had learned that --
23 that the -- the \$2 million bidder was not actually
24 buying the property?

25 A Correct.

1 Q Okay. And approximately when was that?

2 A I'm not good. A few weeks. I know it sold fairly
3 quickly after the auction, but I -- I can't tell
4 you exactly when -- when that was. Less than a
5 month?

6 Q Okay. Was that -- was that before or after you
7 started lawyer shopping?

8 A I can't tell you that.

9 MR. BRAITHWAITE: Object to the form.

10 A I -- I don't -- I don't know. Lawyer shopping.

11 Q That -- that might not have been the best choice of
12 words. Looking for a lawyer. Retaining a lawyer.

13 Have you ever, after the auction day, had any
14 conversations with Stacy Kirk?

15 A No.

16 Q Did you ever call her to express any interest in --
17 in purchasing the -- The Balcony after auction day?

18 A I -- no. I took her non-response from my one voice
19 mail -- I heard her non-response loud and clear.
20 She wasn't -- she wasn't talking and -- no. So I
21 did not reach out to her again after that.

22 Q Okay. And you didn't reach out to anyone else at
23 Grand Estates after the --

24 A No.

25 Q Okay. Have you ever spoken with someone by the

1 at the auction?

2 A Am I aware of what she said she was going to bid?

3 No.

4 Q Okay. Have you -- have you -- have you talked to
5 anyone about her -- talked to anyone other than
6 Jane Page about what Jane Page's intentions were at
7 the auction?

8 A No.

9 Q Okay. How many auctions have you been to prior to
10 this one?

11 A Prior to that one? Ten/fifteen maybe. Something
12 like that.

13 Q How many real estate auctions?

14 A Zero.

15 Q Zero.

16 Are you familiar with the auction process?

17 A Well, it's -- it's sort of like my wife said, you
18 know, you got a guy up at the front, "Yada yada la-
19 la-la," you know, doing his thing, and you raise
20 your paddle and -- or your hand and, when the
21 bidding stops, if you're the high bid, you win.

22 Q All right.

23 A That's -- that's my knowledge of auctions.

24 Q But your understanding is -- is that whoever gets
25 the high bid in before the paddle goes down wins,

James Oremus

1 no questions asked?

2 A Correct.

3 Q All right. And that was your understanding on the
4 day of the auction?

5 A Correct.

6 Q So you felt like you were the winning bidder --

7 A Yes.

8 Q -- when the gavel went down?

9 A Correct.

10 Q But you still signed the releases?

11 A We did.

12 Q You, I'm sure, heard me ask your wife about what
13 she felt like her damages were in this case. What
14 -- what -- what do -- what do you think your
15 damages are?

16 A Well, it -- it's kind of hard to say, but I -- I
17 honestly believe that that house is a \$3 million
18 house, plus. At a minimum, I think it's -- it --
19 our losses are a million bucks or more.

20 Q How do you calculate that?

21 A Just knowing there was a house not too far from
22 there. It's newer, but newer doesn't mean that
23 it's going to be worth more money. It just --
24 where it is, the history of the place, and just
25 knowing what property has gone for -- gone for

1 around Aiken over the years. I may've only been
2 here for -- since '05, but I've, you know, talked
3 to a lot of people, you know, now that we're in the
4 real estate business. And I honestly felt that
5 that house was at least a 3 million. Heck, he --
6 he just paid 2.6, I think, for it just a -- a
7 couple years previous and then put, I think, four
8 or five hundred thousand into it, so -- so, in my
9 mind, it was a \$3 million house.

10 Q Okay. Based on its value when?

11 A At that time.

12 Q Okay. But it sold on auction day for 1.875?

13 A Right.

14 Q Did you lose any money as a result of this auction?

15 A Did I lose any money?

16 Q Any money from out of your pocket?

17 A Oh, out of my pocket? You know, this may be
18 semantics, but, yeah. I do feel that I lost money
19 out of my pocket. I'm a million dollars less money
20 in my pocket today than I could be.

21 Q Than you could be?

22 A Yeah.

23 Q But -- but my question is -- and -- and I
24 understand that you're calculating your damages, as
25 I understand it, based on what you think you

1 such a low amount of money.

2 Q That's what you think?

3 A That's what I think.

4 Q Something bad for Grand Estates?

5 A Something bad for Grand Estates.

6 Q What -- what if -- what if -- what if there was
7 nothing bad for Grand Estates?

8 A I don't think you can ask me that because, in my
9 mind, something bad is going to happen. So I can't
10 -- I can't make up something that I don't -- you
11 know, don't --

12 Q I'm not asking you --

13 A Yeah.

14 Q -- to make up. My question initially was: Why do
15 you think they did this? And your testimony was
16 that something bad was going to happen to --

17 A Yeah.

18 Q -- them. And I'm telling you, if we suppose that
19 nothing bad was going to happen to them, why would
20 they do this?

21 A I -- I just don't have an answer for that.

22 Q Okay. Is it fair to say that you are familiar with
23 the auction process?

24 A Yeah, I think. Familiar enough.

25 Q Do you know Valeria Devine?

1 A I know who she is, but, no, I -- I don't know her.

2 Q Have you ever spoken to her?

3 A No.

4 Q Now, you are aware that you have named her

5 individually in this lawsuit?

6 A Correct.

7 Q What's the reason for that?

8 A She's the owner of the company.

9 Q Is that the only reason?

10 A I -- yeah. I -- I think so. I mean, what other

11 reason would there be?

12 Q Do you know Scott Kirk?

13 A No. I know of him, but I -- I don't know him.

14 Q Do you know what his role is with Grand Estates

15 Auction Company?

16 A I know he's a director in the company.

17 Q Was he at the auction --

18 A I --

19 Q -- of The Balcony?

20 A I don't know.

21 Q You named him individually in this lawsuit. Do you

22 know why you named him?

23 A Because he's a director in the company.

24 Q It's not because he's the son of Val Devine?

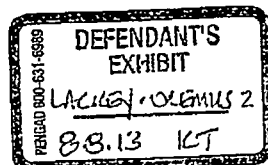
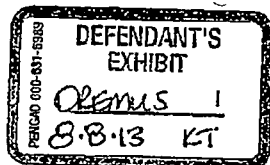
25 A No. I -- it could be anybody. If he's a director

1. I, James & Melissa Oremus release
Grand Estates Auction, The Auctioneer &
The real estate broker for any claim
for damages monetary or otherwise
~~for the release~~ regarding the auction
sale of 836 Whiskey Road, Aiken, SC.

John Oremus 2-9-10
Melissa Lackey Oremus 2/9/10

Witness: Nancy Cerna
Witness: William A. Higgins

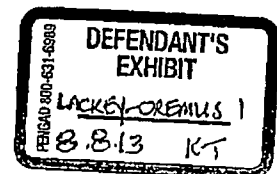
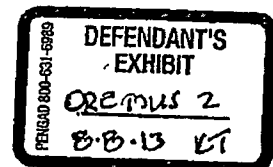
Lemmon, info



Oremus v. 4K&D Corp., et al
Grand Estates Defendants_002035

We, ~~John~~^{James} & Melissa Oremus hereby agree
to release Seller from all obligations
of selling us property located at
836 Whiskey Road, Aiken, SC
that sold to us at Absolute Auction
on February 9th, 2010. We forfeit
all right & claim to the property.
We also hereby release Grand Estates
Auction Co. from all claim rights
for any actions performed.

Melissa Lacey Oremus 2/9/2010
John Oremus 2-9-2010
William G. Higgins 2/9/10



State of South Carolina)

County of Aiken)

Melissa J. Lackey-Oremus)
and James T. Oremus,)

Plaintiffs,)

vs.)

4 K&D Corporation d/b/a)
Grand Estates Auction)
Company, Grand Estates)
Advertising, LLC, Stacy)
Kirk, Scott Kirk, Valeria)
Devine, Karl Wesley)
Hirschhorn, Erin Francis)
Hirschhorn, individually,)
and as Trustees of the Karl)
Wesley Hirschhorn and Erin)
Francis Hirschhorn)
Revocable Trust dated May)
24, 1993,)

Defendants.)

4 K&D Corporation d/b/a)
Grand Estates Auction)
Company, Grand Estates)
Advertising, LLC,)

Third-Party Plaintiffs,)

vs.)

William A. Higgins,)

Third-Party Defendant.)

2010-CP-02-3055

Deposition

of

Melissa J. Lackey-
Oremus

Date: August 8, 2013

Time: 10:04 a.m.

Location:

Braithwaite, Farmer,
Boni & Timmerman, 759
Richland Avenue West,
Aiken, South Carolina

Reporter:

Kathleen R. Tackett,
CVR

1 Aiken?

2 A I went to work in Augusta at -- it was South Trust
3 Bank, and then we changed to R-G Crown Bank.

4 Q Okay. And are you working now?

5 A Yes. We're business owners.

6 Q Okay. How long did you work for the bank in
7 Augusta?

8 A From 2004 -- the end of 2004 until -- it was
9 various banks; when you're a banker, you move
10 around -- to 2006 when I got pregnant with our
11 twins.

12 Q Okay. And you didn't go back to work for any bank
13 after 2006?

14 A No. We became business owners.

15 Q Okay. And what's the nature of the -- of your
16 businesses?

17 A We own Monkey Joe's, which is an indoor, inflatable
18 playground. We had five stores; we've recently
19 closed two, so we have three Monkey Joe locations.
20 And I own a paint-your-own-pottery studio in Aiken.
21 And we own a real estate company and a trucking
22 company.

23 Q What's the name of the real estate company?

24 A MLO Real Estate, LLC.

25 Q And what does MLO Real Estate do?

1 A We just have rental houses.

2 Q How many rental houses?

3 A Ten or --

4 Q Approximately.

5 A Ten or eleven.

6 Q Okay. Are they all in Aiken?

7 A We have one in Atlanta.

8 Q And the last business you -- you told me, what was
9 that?

10 A The trucking company?

11 Q Trucking company.

12 A We just have one truck that employs my father.

13 Q Okay. And what's the name of that company?

14 A Jen-Jac, LLC. J-e-n-J-a-c, LLC.

15 Q And that's here in Aiken, too?

16 A Yes.

17 Q Do y'all own the Monkey Joe's on Highway 378 in
18 Lexington?

19 A No. The --

20 Q Y'all don't?

21 A -- Ballengers own that one. No.

22 Q Oh, okay. That one's very close to my house;
23 that's why I asked.

24 And MLO, that is strictly a house-renting
25 business?

1 A That's -- yeah. That's my initials.

2 Q Residential?

3 A It's just house -- yeah. Houses, yes.

4 Q Okay. Do you have any other experience in real
5 estate?

6 A Just doing mortgages and loans like that at the
7 bank for --

8 Q Okay.

9 A -- various years.

10 Q And -- and what -- what -- what part of mortgages
11 and loans did you do for the bank?

12 A After it would go to underwriting, in that stage, I
13 would do the approval process for the customers to
14 get them approved for the home and do all the due
15 diligence and get all the paperwork together for
16 the underwriters and then -- so I just would
17 facilitate, you know, closing the loan and things
18 like that.

19 Q And -- and how -- how many years did you do that?

20 A Through the various banking years. I'd probably
21 say, out of the ten banking years, probably four --
22 four years of loan experience.

23 Q Have you ever had any experience buying and selling
24 properties?

25 A Just as far as what the paperwork entails, like

1 A In 2005. Yes.

2 Q Okay. And the Farmstead Drive residence, y'all --
3 y'all built that house?

4 A Yes.

5 Q How much did you pay for that house?

6 A To have it built? Just over two million.

7 Q Okay. And is that property deeded in your name and
8 your husband's name, or is that in some other
9 entity?

10 A I'm pretty sure it's deeded in our names.

11 Q Okay. And who built that house?

12 A Don Cerra.

13 Q And how did you select Don Cerra to build the home?

14 A His wife was a realtor of ours showing us homes,
15 and she told us about her husband's building
16 experience. And we thought we'd give him a shot.

17 Q And what's Don Cerra's wife's name?

18 A Nancy.

19 Q Nancy Cerra? Was she the agent who represented you
20 and your husband for the auction of The Balcony?

21 A She was a realtor that we knew, so we asked her to
22 -- to come with us.

23 Q Okay.

24 A Or meet us there.

25 Q I gotcha. And is the -- is the house at Farmstead

1 Drive paid for?

2 A Yes.

3 Q Or do you have any mortgages on the property now?

4 A No.

5 Q Okay. When did you and your husband first become
6 interested in that we're calling "The Balcony"?

7 A After church on Sunday, we were driving by and saw
8 the auction sign that said "Grand Estates Auction"
9 and said the preview date and said, "Let's check
10 that out. That'd be awesome investment property."

11 Q And y'all -- and that was just weeks before the
12 auction?

13 A Uh-huh.

14 Q Days before?

15 A Days before. That was -- it was a Sunday after
16 church. We went home, dropped our kids off, and
17 came back to the preview.

18 Q Okay.

19 A So the same day that we saw the sign, the same day
20 we went and looked at the house.

21 Q Was that the Sunday two days before the actual
22 auction or was that --

23 A Uh-huh. I think we had seen the sign, you know,
24 previous days before, but that day it reminded us
25 we -- we should go check it out.

1 Like (demonstrates), you know. You know, just
2 making noises like, "What?" You know, like, "I
3 can't believe nobody's" -- you know, there -- it
4 was just really calm. It was, like, really quiet.
5 It wasn't a lot of energy in the room.

6 Q I gotcha. Now, you -- you said a moment ago it was
7 typical auction fashion; what's your experiences --
8 what's your experience been with prior auctions?

9 A Just with the auctioneer talking fast or, you know,
10 a guy at the front of the room with a gavel trying
11 to get bids. You know, any kind of auction,
12 whether it be real estate auction or, you know, a
13 school auction or any kind of auction; that's just
14 what I meant.

15 Q Sure. How many auctions have you been to?

16 A This was my first real estate auction. Only things
17 like silent auctions and fundraisers and things
18 like that have I been to. I think, when I was
19 younger, I went to a -- a junk auction with my dad.

20 Q So with an auctioneer who -- as you said, "speaking
21 fast" --

22 A Uh-huh.

23 Q -- that's -- this was your first ever?

24 A Not first ever auction with a fast-speaking
25 auctioneer. No.

1 Q Okay.

2 A But real estate auction, yes.

3 Q How many auctions -- not real estate auctions but
4 just auctions with an auctioneer who does that kind
5 of thing have -- have you been to prior to this
6 one?

7 A Six, maybe.

8 Q Okay. Where were those? Can you recall?

9 A I don't know if the dates were before or after.
10 It's hard to -- hard to remember what all we've
11 been to. I don't know without sitting and thinking
12 about what I've done.

13 Q Okay.

14 A I just know I've done things.

15 Q And --

16 A I don't remember, like, when and, you know, what I
17 was doing.

18 Q And have -- had you been to auctions with your
19 husband before?

20 A Yes.

21 Q What were those auctions for?

22 A I'm thinking of school auctions we went to -- we
23 went to for our kids' school, Westminster Auction,
24 and -- where you bid on donated items and things
25 like that.

1 where the number was.

2 Q Do you recall anyone walking out during the
3 auction?

4 A People may have got up to go to the restroom or
5 something, but I don't -- I wasn't paying attention
6 to them.

7 Q How about another bidder? Do you remember them
8 getting up in the auction -- someone who had
9 actually put their paddle up bidding on --

10 A And then walking out of the room? No. I --

11 Q Okay. And you don't recall saying anything to
12 other bidders to solicit bids from them?

13 A No. No.

14 Q Did your husband do that?

15 A No.

16 Q Okay. And what was the result of the auction?

17 A It got to 1.875. We had put up our paddle at that
18 amount. He tried to -- Bill Higgins tried to get
19 more bids and, finally, after a few minutes of
20 nobody else bidding, gavel down, "Sold, Bidder 22
21 for 1.875."

22 Q And what happened then?

23 A We stood up and was, like, "Wow. We just won. I
24 can't believe we won it for such a great price."
25 And then Jane Page Thompson walked over and .

1 congratulated us and said, "Welcome to the
2 neighborhood. How many horses do you have?" And I
3 told her we didn't have any horses; we have dogs.

4 Q Is that all that was said?

5 A Pretty much it. I think I was just trying to get
6 away from there. I wanted to talk to my husband
7 and kind of just go everything that -- what was
8 next. And they told us they needed to fill out
9 paperwork with us, and we walked outside. And then
10 that's when they, you know, told us that there was
11 a problem.

12 Q When you spoke with Jane Page Thompson, did -- did
13 you share with Jane what your plans for the
14 property were?

15 A I want to say I might've told her that we might use
16 it for investment property. I told her I wasn't
17 sure. I want to say that, but I can't recall exact
18 words to her. I know I didn't, like, say, "Oh,
19 this is what I'm going to do." I never said
20 because we weren't sure yet. I mean, we had no
21 idea what the outcome of the auction was going to
22 be.

23 Q And how did she respond? It sounded like you --
24 you -- you told her at least that you may use it as
25 investment property. How did she --

1 A I want to --

2 Q -- respond to that?

3 A I may have said that. She's a different character.

4 I don't recall what she said because I was half-

5 listening to her, if that makes any sense. You

6 know, you're listening to somebody, but you're

7 half-listening because you really don't care what

8 they have to say. So it was just -- I wasn't

9 focused on our conversation, so.

10 Q Do you recall her telling you that -- that it was

11 zoned residential so you couldn't use it for --

12 A She never once --

13 Q -- any commercial purpose?

14 A -- said that. She never once said that.

15 Q Okay. Do you recall talking to anyone else after

16 the auction before you went outside?

17 A I think they said, "See us for some paperwork.

18 Give us just a few minutes." I think Stacy Kirk

19 might have said, "Give us a few minutes, and we'll

20 have the paperwork ready for you to sign." So.

21 Q Okay. And, after she -- after Stacy Kirk told you

22 to give you a few minutes, did she leave? Do you

23 know where she went?

24 A She went back to that little makeshift office that

25 they were using in there.

1 Q Okay. And where did -- where did you go?

2 A We went out the front door and stood by our cars
3 and were just kind of talking about, like, "Wow,
4 honey, we just won this house. How exciting. Can
5 you believe we got it for such a great deal? It's
6 a steal. It's awesome."

7 Q And it was just you and your husband?

8 A I want to say Nancy was out there as well -- in and
9 out, but he and I were talking for a few minutes.
10 And then -- and then he -- I don't -- I forget -- I
11 might've been talking to somebody, but he walked in
12 before I did and found out about the news. So.

13 Q Okay. Did Jane Page come outside and talk to you?

14 A No.

15 Q Did anyone else that was in -- in the auction room
16 come out and talk to you besides Nancy?

17 A Just random people that were in there. I don't
18 know who they were. "Congrats." "Congrats." And
19 I'm just like, "Thank you." "Thank you," you know.

20 Q Okay. Did -- did any of those people tell you that
21 the property was -- was zoned residential at that
22 point?

23 A I didn't find out that the house was zoned
24 residential till just recently.

25 Q Okay. And --

1 steps. And then he, like, waved me in. That's
2 when we started to walk to the back of the room and
3 -- where the office was.

4 Q I got you. And what was the first thing that was
5 said when you got into the auction -- in -- into
6 that room?

7 A "Someone outbid you. Someone else won the auction,
8 and he was not allowed in. He had his paperwork in
9 order. And he outbid you. He won. His opening
10 bid was higher than yours."

11 Q And --

12 A This was Stacy Kirk who was saying this.

13 Q What else did she say?

14 A We need to do the right thing and "sign a piece of
15 paper just, you know, saying that you waive your
16 rights to the property so I won't get sued." We
17 assumed that was the right thing to do because we
18 had lost. We had lost the property. Somebody else
19 outbid us, so we didn't really think that we were
20 signing something away that belonged to us yet
21 because we hadn't signed those papers yet. I mean,
22 we were told the house -- somebody had a \$2 million
23 bid -- this random person who did have his
24 paperwork in order had beat us.

25 Q But that person didn't bid during the auction?

1 A No. That's why we were -- I mean, we didn't sit
2 and, like, "Oh. You know, he wasn't there," you
3 know. We -- we didn't know the -- all the
4 circumstances yet.

5 Q Okay. So -- but -- but was anything else said to
6 you?

7 A Stacy said, "You remember that guy that we didn't
8 let in the auction?" And I remember -- I mean, we
9 started pretty much on time, but I remember
10 somebody kept walking toward the door and then they
11 said everything was fine; come on. So I don't
12 remember somebody else trying to come into the
13 auction, you know, per se. We began and started
14 because we were told "auction had to start;
15 absolute auction; your paperwork had to be in by
16 this time; if it wasn't, then you're out of luck."

17 Q And was there anything else that was said?

18 MR. BRAITHWAITE: (To Mr. Taylor) Can I get
19 some clarification? At the beginning when she
20 was just describing, or are you talking about
21 in the -- in -- when they were -- when Stacy
22 was explaining to them what had happened?

23 That's what I'm --

24 MR. TAYLOR: Good -- good -- good question or
25 good -- good point.

1 Q When y'all had gone back into the room, Stacy's
2 telling you what's going on. What else did she
3 say?

4 A That was basically it. I mean, it was -- it was
5 kind of short and sweet. We -- you know, so we --
6 I was probably in -- not probably. I was asking my
7 husband. I'm like, "Well, how do we know, you
8 know, what his bid was?" You know, I was trying to
9 make us, you know, still be the victors here.

10 And they were saying, "Well, that person's
11 opening bid was two million; it was -- it outbid
12 yours. They're going to buy the house. They're
13 going to purchase the house." That's why we needed
14 to sign that little waiver thing so he could go
15 ahead and purchase the house for his bid because we
16 weren't planning to go to anything higher than
17 that.

18 Q Okay. So what you're telling me is -- is that you
19 were told that the person who didn't bid had a bid
20 of \$2 million?

21 A His -- yes.

22 Q Okay. And were you given the opportunity to outbid
23 that number?

24 A No.

25 Q Okay.

1 A Because the auction had already concluded.

2 Q All right. Were -- did Stacy say anything else
3 that you haven't already shared with me?

4 A Not to my knowledge. Maybe small talk of just
5 clarifying my questions, which I ramble a lot. I
6 don't know.

7 Q All right. And do you recall any of the questions
8 that you asked her?

9 A Just clarification as to how -- how this person bid
10 -- outbid us -- how they beat us. And she was
11 saying that, "His opening bid was higher than your
12 opening bid." So saying he was going to go to that
13 point, assuring us that he wanted the house for
14 that amount. And that -- she explained that his
15 paperwork was in order and he had it in on time and
16 it was their mistake that they didn't let him bid.

17 Q It was whose mistake?

18 A The auction company -- or Grand Estates should have
19 let him bid, that his paperwork was in on time.

20 Q So your understanding, then, was that Grand Estates
21 had made a mistake?

22 A Yes.

23 Q Okay. And you were not given a chance to outbid
24 his --

25 A No.

1 Q -- \$2 million bid?

2 A No.

3 Q Okay. Who else was there when this conversation
4 was going on?

5 A It was all of us in the room. It was my husband,
6 Stacy, Bill Higgins -- I don't know her name; there
7 was a -- a girl that was, I think, the assistant to
8 Stacy, and there was a guy there. I don't know his
9 name. But it was that guy that was there the day
10 before -- the preview, but --

11 Q I got you.

12 A -- I don't think I ever knew his name.

13 Q Was a gentleman named Frankie Thomas there?

14 A If so, I don't even know that name.

15 Q Okay. The only people that you know by name that
16 were there were you, your husband, Stacy, Bill
17 Higgins, and Nancy Cerra?

18 A Yes. And Nancy as well. Yes.

19 Q Okay. Anybody else that you can think of?

20 A Not that was in that room that I know or remember.

21 Q Was it a closed door?

22 A No. The door was open where you could walk in; it
23 was a smaller parlor room with a -- you know, a
24 desk set up in there. But the door was open where
25 people could freely come and go. And there was

1 commotion behind me because of where I was sitting.

2 Q Was there any attempt by anyone to keep the
3 conversation private?

4 A Not to my knowledge. Nobody said, "Shut the door,"
5 or "Let's -- let's" -- I mean, I think for the most
6 part everybody that was involved was in that room.
7 I don't think random people were just walking in.

8 Q And so far you've told me what Stacy said and that
9 you asked questions. Do you recall your husband
10 saying anything during that conference?

11 A "They outbid us; we lost. Then, just give it to
12 them," you know.

13 Q Okay.

14 A I think he was a little perturbed at this point.

15 Q Anything else that you can recall him saying?

16 A I think I said to him, "Maybe it just wasn't meant
17 to be. This wasn't our plan. We owned a house for
18 a minute and now we don't, so we'll move on."

19 Q Okay. Did Bill Higgins say anything during the
20 conversation?

21 A I think he looked just upset. He looked distressed
22 because, I think, either Nancy was talking to him
23 -- maybe Jim talked to him about what had happened,
24 and he was like, "I" -- you know, just -- I mean,
25 if he said anything relevant, I don't remember --

1 A They were still writing it while we walked in.

2 Q I got you. Who was writing it?

3 A Whoever -- whatever Stacy was dictating to whoever
4 to write, I believe.

5 Q Okay. So Stacy was telling someone what to write?

6 A Yes.

7 Q And -- and was it the girl that was in there with
8 her writing it, or do you know who wrote it?

9 A I believe so. I want to say -- she might have been
10 on the phone. I don't remember that. I don't --

11 Q All right.

12 A I don't know.

13 Q Fair enough. I'm going to show you what's been
14 marked as Defendants' Exhibit 1. Do you recognize
15 that document?

16 A Yes.

17 Q And I'm going to ask you to read it to me, if you
18 would, please.

19 A Oh. "We, James and Melissa Oremus, hereby agree to
20 release seller from all obligations of selling us
21 property located at 836 Whiskey Road, Aiken, South
22 Carolina that sold to us at absolute auction on
23 February 9th, 2010. We forfeit all right to claim
24 to the" -- or "forfeit and claim to the property.
25 We, also, hereby release Grand Estates Auction

1 Company from all claim rights for any auction --
2 actions performed."

3 Q And it looks like under there, there's three
4 signatures?

5 A It's mine, my husband's, and Bill Higgins'.

6 Q And which one, specifically, is your signature?

7 A The top one.

8 Q And you signed that?

9 A Yes.

10 Q Okay. After you signed this -- well -- well, first
11 tell me: Did you read this before you signed it?

12 A Yes.

13 Q Did your husband read this before he signed it?

14 A I believe so. I can't speak for him.

15 Q Did y'all -- well, did -- did -- did he look at it
16 and look like he was reading it?

17 A I presume so, yes.

18 Q Okay. Did -- did you speak to anyone about what
19 this said before you signed it?

20 A We were told by Stacy that this was just so she
21 wouldn't get sued.

22 Q Okay. Because she had felt like --

23 A That would be the right thing, so we can just clear
24 this matter up right away.

25 Q But she felt like Grand Estates had made some

1 mistakes?

2 A Right.

3 Q Okay. And after --

4 A And we didn't want to be rude to the person who
5 outbid us and won the house. We thought this was
6 so he could take the house over right away, you
7 know.

8 Q Right. And, after you signed this, what happened?

9 A We walked away. We went home.

10 MR. TAYLOR: Rob, there's the second.

11 Q Do you recall being presented with a second
12 release?

13 A I guess. If my name's on it.

14 Q Well, I'm going to show you, now, what's been
15 marked as Defendants' Exhibit 2. Do you recognize
16 this document?

17 A We signed one first, and then they -- I do remember
18 they made us sign another one. I guess they didn't
19 like the wording in the first one, so we did
20 another one.

21 Q Okay. And can you read the second one for me?

22 A "We, James and Melissa Oremus, release Grand
23 Estates Auction, the auctioneer, and the real
24 estate broker for any claim for damages, monetary
25 or otherwise, regarding the auction sale of 836

1 A -- so nobody would get sued. We assumed this
2 person was going to take ownership because they
3 were going to bid higher than we were going to bid
4 regardless. We never, you know, thought otherwise.
5 I mean, that was kind of going to be the end of it
6 till we started figuring out what we were going to
7 do.

8 Q I understand. And, after you signed the second
9 one, did you have any more conversations with
10 anyone at Grand Estates?

11 A My husband tried to call Stacy Kirk with no
12 response.

13 Q Okay. I mean the day of the auction?

14 A The day of the auction, no. We were still
15 collecting our thoughts of what just happened.
16 You're on this great big high; then you go down.
17 And so we were just kind of left --

18 Q All right. And did you express any relief that you
19 were not going to be buying this property to Stacy
20 Kirk?

21 A No. Just kind of sad, disappointed.

22 Q Did you tell anyone that -- scratch that. I'm
23 sorry.

24 You don't recall any other conversations after
25 the auction that -- after -- excuse me -- after you

1 that was from Charleston.

2 Q Okay. And you don't recall any other
3 conversations?

4 A That's it.

5 Q Okay. And you didn't have a conversation with Jane
6 Page Thompson after that?

7 A No.

8 Q Okay.

9 A Never about this.

10 Q All right. And when was the next time anything
11 regarding The Balcony came up to -- for you?

12 A The newspaper called me and asked me for my
13 comments on what happened.

14 Q When did the newspaper call you?

15 A I don't know the exact date. A few days after --
16 the next day after, maybe.

17 Q And what did the newspaper say to you?

18 A He just wanted to know what had happened. He,
19 pretty much, already had his side of the story. I
20 just tried to set him straight because there was
21 rumor and speculation about what had happened.

22 Q What did you say to him?

23 A I think everything I said -- minus a few things and
24 mistakes -- they had put in the paper was pretty
25 much accurate.

1 Q Did you tell him that you were expecting an
2 opportunity to bid -- to outbid the -- the person
3 who had supposedly been forced out of the auction?

4 A I think that might have come when we found out that
5 somebody other than this mysterious bidder didn't
6 purchase the property.

7 Q Okay. When did you find out that -- that -- the --
8 the person who was forced out of the auction did
9 not purchase the property?

10 A When I read it online. I don't know if it was a
11 day later or a week later -- a couple weeks later.
12 I'm not sure the exact day. Just reading online
13 about Stacy Kirk and the Davises became fast
14 friends at a fox hunt, and they were purchasing The
15 Balcony. I think that was just under, like, a
16 Google search when I was looking up information on
17 it.

18 Q And had you ever met the Davises?

19 A No.

20 Q Have you -- so you never had a conversation with
21 them before?

22 A I've never met them, no.

23 Q Okay. Do you recall anything else that you said to
24 the Aiken newspaper?

25 A I pretty much just told him what had happened that

1 day. I just -- he had the whole story; I just made
2 sure our names were clear about what happened.

3 Q How do you mean you made sure your names were
4 clear?

5 A He was saying that it was rumored that we didn't
6 have the money to make the purchase, that's what
7 made the auction void. Because nobody really knew
8 unless they were there, and everybody was kind of
9 tight-lipped about what had happened. And that was
10 not the case at all, so I, you know, made that
11 known that that was not the case.

12 Q Okay. Anything else that you can recall telling
13 the Aiken newspaper?

14 A Not that was different from anything we've
15 discussed.

16 Q And -- and I've been saying -- excuse me -- "Aiken
17 Newspaper," but --

18 A Aiken Standard.

19 Q Aiken Standard?

20 A Uh-huh.

21 Q Is that the only publication that you spoke with?

22 A Correct.

23 Q Okay. After the auction, did you ever have any --
24 after the auction day, did you have any other
25 conversations with Stacy Kirk?

1 A Myself, I've never spoke to her again.

2 Q When -- when you found out that -- that the bidder
3 who had been -- had not been allowed to bid did not
4 purchase the property, did you call Grand Estates
5 Auction Company?

6 A No.

7 Q Did your husband call Grand Estates Auction
8 Company?

9 A I can't speak for him, but I don't know if he
10 tried.

11 Q Okay. Did you expect them to call you?

12 A I would've expected for them to say -- for them to
13 call everybody in that auction room and say, "Hey.
14 This is another opportunity. Have your finances
15 changed? Or what do you want to do?" I mean,
16 "They didn't buy it. Would you still like it at
17 the 1.875?" I think that should've -- would've
18 been fair.

19 Q Did you call them back and -- and -- or are you
20 aware --

21 A It had already --

22 Q -- of anyone --

23 A I didn't know this till the Davises had already
24 bought the house.

25 Q Okay.

1 A We're not the type of people that would say, "Okay.
2 Davises, move out of your house. We want it for
3 our original price." What can you do? It's
4 already been sold at this point.

5 Q Okay. Have you ever spoken with anyone by the name
6 of Desiree Watson?

7 A No.

8 Q Does that name even ring a bell to you?

9 A I want to --

10 MR. BRAITHWAITE: Again, I'm going to caution
11 my client not to discuss anything that she's
12 discussed with us or heard from us.

13 A I believe that's the last name of somebody that's
14 dealing with this whole thing.

15 Q Who do you think that is?

16 A I think she worked for Grand Estates.

17 Q Do you know anything else about her?

18 A Just that she's no longer with Grand Estates.

19 Q Why -- do you know why she's no longer with Grand
20 Estates?

21 A Not --

22 MR. BRAITHWAITE: Let's go off the record for
23 a minute.

24 A -- reasons.

25 (Off the record from 10:54 a.m.)

1 until 10:56 a.m.)

2 THE EXAMINATION BY MR. TAYLOR CONTINUES.

3 Q Before we went off the record, I was asking you
4 what you know about Desiree Watson. Is there
5 anything else that you know about her from your own
6 personal knowledge?

7 A I wasn't sure that was her last name.

8 Q Okay.

9 A So. I did see an e-mail, I want to say, she wrote
10 to Stacy/Valerie -- I don't know everybody's names.
11 I -- I'm sorry.

12 Q Okay.

13 A -- just saying that she left the company and, you
14 know -- I don't know how elaborate you want. I saw
15 the e-mail that she wrote. So everything that's in
16 that e-mail I've seen, but I haven't discussed that
17 or I don't know Valerie. I've never talked to her
18 or met her.

19 Q And you've never talked to -- to Ms. Watson --
20 Desiree Watson?

21 A No.

22 Q After the auction day, did you ever have any
23 conversations by someone named Bill Higgins?

24 A I've never spoken to him after that day.

25 Q Okay. Do you know anyone by the name of Barbara

1 Q What are those?

2 A Because it's a perfect location to downtown. We've
3 talked about, you know, having our kids right
4 downtown at that school and where downtown shopping
5 and eating is perfect to -- to live in. It's a
6 great house.

7 Q Okay. Are there any other damages that you're
8 aware of?

9 A No.

10 Q Okay. I think you told me a moment ago that you've
11 never spoken with Val Devine; is that --

12 A Correct.

13 Q -- accurate?

14 Do you know who she is?

15 A Yes.

16 Q Who is she?

17 A I believe she is the owner of Grand Estates and the
18 4 -- or the property -- the -- the 3 Ks or 4 Ks,
19 one D; she's the head honcho.

20 Q Okay.

21 A She's the mother.

22 Q And -- and she's the mother of who?

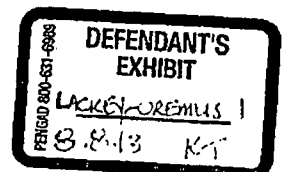
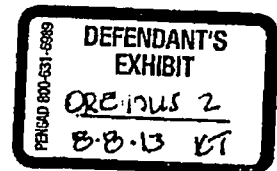
23 A The Kirks, Stacy.

24 Q Okay. And you named her individually in -- in this
25 lawsuit. Do you know why she was named

We, ~~John~~^{James} & Melissa Oremus hereby agree
to release seller from all obligations
of selling us property located at
836 Whiskey Road, Aiken, SC
that sold to us at Absolute Auction
on February 9th, 2010. We forfeit
all right & claim to the property.
We also hereby release Grand Estates
Auction Co. from all claim rights
for any actions performed.

Melissa Lacey Oremus 2/9/2010

John Oremus 2-9-2010
William C. Higgins 2/9/10

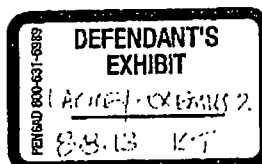
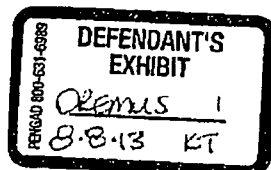


116, James & Melissa Oremus release
Grand Estates Auction, The Auctioneer &
The real estate broker for any claim
for damages monetary or otherwise
~~for the release~~ regarding the auction
sale of 836 Whiskey Road, Aiken, SC

James Oremus 2-9-10
Melissa Lackey Oremus 2/9/10

Witness Nancy Cerna
Witness William A. Higgins

Lemuel Oremus



Oremus v. 4K&D Corp., et al
Grand Estates Defendants_002035

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS
CASE NO.: 2010-CP-02-03055

MELISSA J. LACKEY-OREMUS AND
JAMES T. OREMUS,

Plaintiffs,

v.

4 K&D CORPORATION, d/b/a GRAND ESTATES
AUCTION COMPANY, GRAND ESTATES
ADVERTISING, LLC, STACY KIRK, SCOTT
KIRK, VALERIA DEVINE, KARL WESLEY
HIRSCHHORN, ERIN FRANCIS HIRSCHHORN,
INDIVIDUALLY AND AS TRUSTEES OF THE
KARL WESLEY HIRSCHHORN AND ERIN
FRANCIS HIRSCHHORN REVOCABLE TRUST
DATED MAY 24, 1993,

Defendants.

4 K&D CORPORATION d/b/a GRAND ESTATES
AUCTION COMPANY AND GRAND ESTATES
ADVERTISING COMPANY, LLC,

Third-Party Plaintiffs,

v.

WILLIAM A. HIGGINS,

Third-Party Defendant.



COPY

DEPOSITION
OF

DESIREE M. WATSON

Taken at:

Law Offices of Charles G. Monnett III
6842 Morrison Boulevard, Suite 100

Charlotte, North Carolina

On Tuesday, July 30, 2013

REPORTER: WENDY ALCOCK, RPR

LOWRANCE REPORTING SERVICE, INC.

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1 fashion.

2 Q. Okay. Do you know if Randy Wolcott participated as
3 agent for this gentleman, Mark Blazar, at the auction?

4 A. No, he didn't participate. He was asked to leave.

5 Q. Okay. How do you know that?

6 A. Because Mark Blazar called me on the phone and was --

7 Q. Don't tell me what Mark Blazar said.

8 A. Okay.

9 Q. But subsequent to the auction, after the auction was
10 over did you ever have any conversations with either
11 Val Devine or Stacy Kirk regarding this particular
12 bidder, Mark Blazar?

13 A. I received some phone calls with regards to
14 specifically Mark Blazar, but who I spoke with with
15 regards to specifically Mark Blazar, I don't recall who
16 it was.

17 Q. Okay. Really what I'm trying to find out is the source
18 of your knowledge that Mark Blazar or his agent did not
19 participate at the auction itself. Do you remember how
20 you found that out?

21 A. Mark Blazar.

22 Q. All right. Let me ask you: After the auction was
23 over, who was the first person that you spoke to after
24 the auction ended?

25 A. You mean who I spoke to as far as the people who were

1 at the auction physically?

2 Q. Well, as far as -- as far as, you know, someone
3 reporting to you what occurred at the auction.

4 A. Val Devine.

5 Q. Okay. When was that?

6 A. That was --

7 Q. Approximately.

8 A. Approximately about maybe 5, 5 p.m. after the auction
9 was over. The same day of the auction.

10 Q. All right. And tell us what happened in that
11 particular conversation if you would.

12 A. Val called me on the phone and she had started to
13 explain to me the things that occurred at the auction.

14 Q. What did she tell you?

15 A. After the auction she had told me that luckily Stacy
16 and herself were quickly thinking on their feet, and
17 that if anyone should ask, that I was in receipt of a
18 \$2 million written opening bid. And that if anyone
19 should ask about those -- that written opening bid or
20 ask me any questions with regards to the outcome or who
21 won the auction, that I was to direct all those phone
22 calls to Stacy and Val.

23 And she said that -- you know, that nod, nod,
24 wink, wink, that I was to pretty much say that I was
25 in receipt of these documents and that I had them and

1 that that \$2 million opening bid existed. Nod, nod,
2 wink, wink.

3 Q. Did she tell you who the \$2 million opening bid was
4 supposed to be coming from?

5 A. No.

6 Q. Okay. All right. And what did you -- what were you
7 thinking when you were asked to say that there was a
8 \$2 million opening bid?

9 A. There was a lot going on in my mind at the time. I was
10 a little angry at the fact that she had called and
11 asked me to participate in that type of -- just I was
12 upset because she had asked me to lie and to do
13 something that I felt in my mind was illegal.

14 Q. What was the lie?

15 A. The lie was to say that I was in receipt of a \$2
16 million opening bid.

17 Q. All right. Now, you mentioned also that she said
18 something about quick thinking. Val Devine told you
19 that that was quick thinking.

20 A. Yeah. She said there was quick thinking on her and
21 Stacy's behalf. And she began to tell me how the
22 auction -- you know, what transpired after the auction.

23 Q. What did she tell you happened at the auction?

24 A. That it sold, but that her and Stacy were quickly
25 thinking on their feet as to how to get out of the

1 people that won the auction.

2 Q. Who was that?

3 A. The Oremuses. And how they, you know, got them to
4 withdraw the property and --

5 Q. How did she say they got them to withdraw the property?

6 A. I don't remember word for word. What I do remember
7 word for word was that, "Luckily, Stacy and I were
8 thinking quickly on our feet." Now, why you would
9 think quickly on your feet after an absolute auction
10 with a high bidder, it was -- she'd said so much. That
11 she basically was not going to sell the property to
12 these people. They found a way not to sell the
13 property to the people who had won the auction.

14 Q. Was that communicated to you in this phone call?

15 A. Yes.

16 Q. All right.

17 MR. TAYLOR: Rob, are we at a good place to take a break?

18 MR. BRAITHWAITE: Yeah, yeah, yeah, let's take a break
19 quickly.

20 VIDEOGRAPHER: This marks the end of disk 1. We are going
21 off the record. The time on the monitor is 1439.

22 (A recess was taken.)

23 VIDEOGRAPHER: This marks the beginning of disk 2. We're
24 going on the record. The time on the monitor is 1454.

25 Q. All right. Ms. Watson, let me ask you: Are you

1 mentioned to me that Stacy is very scared and very --
2 and Val said, "If I was Stacy, I would be scared, too,"
3 because the sellers in the New York auction were
4 blackmailing her.

5 Q. Okay. And let me ask you: Did you know what New York
6 auction they were referring to?

7 A. Yes.

8 Q. All right. Tell me what you know about the New York
9 auction.

10 A. The property was being sold in Matinecock, New York. I
11 know that the property did not sell.

12 Q. Were you present?

13 A. Yes.

14 Q. All right. So you went up to New York for that?

15 A. Yes.

16 Q. All right. Was it an absolute auction?

17 A. Yes.

18 Q. All right. And were you responsible for ensuring that
19 everybody had the proper paperwork submitted as
20 bidders?

21 A. Yes.

22 Q. Just tell us what happened at that New York auction if
23 you would, please, ma'am.

24 A. The auction took place. Started on time, I believe.
25 Stacy Kirk was the auctioneer. And I remember there

1 being a written -- the high bidder was at \$5 million.

2 Q. All right. Let me ask you this. Do you remember a
3 gentleman by the name of Barry Nathanson being a bidder
4 at that auction?

5 A. Yes.

6 Q. Did he participate in the bidding at the auction?

7 A. Yes.

8 Q. Was he there personally?

9 A. Yes.

10 Q. All right. And tell me, did you see him make a bid?

11 A. Yes.

12 Q. All right. What was the high bid that Mr. Nathanson
13 made?

14 A. I believe the highest bid he made was 4 million.

15 Q. All right. So Mr. Nathanson bids 4 million. Then what
16 happened?

17 A. Then the bidder on the phone bid 5 million.

18 Q. Okay. Do you know who the bidder on the phone was?

19 A. I don't remember exactly the name of the person on the
20 phone.

21 Q. Okay.

22 A. But I remember it being one of Stacy Kirk's friends.

23 Q. Okay. And tell me, had you reviewed that bidder's
24 paperwork?

25 A. I had given Stacy Kirk a paddle to provide to the

1 person who was on the phone that bid the \$5 million.

2 There wasn't any registration paperwork to support the
3 bidder on the phone.

4 Q. Did you say anything to Stacy Kirk about that before
5 the auction started?

6 A. When I had given her the paddle number, I don't
7 remember what the exact words were, but I do remember
8 the conversations between herself and me was that it
9 was going to be a shill on the phone.

10 Q. And what is a shill?

11 A. A shill is -- I don't know the exact definition of a
12 shill. I only know the term used at Grand Estates
13 Auction Company. And a shill is a person that is not a
14 real interested party in purchasing the property. The
15 only interest that they have would be to get the other
16 bidders to bid higher or for the other bidders to
17 believe that they were really interested in buying the
18 property to get the bidding to go higher.

19 Q. All right. And tell me, you indicated that Stacy Kirk
20 told you that the individual whose package -- whose
21 paddle you supplied to her, the telephone bidder, was a
22 shill?

23 A. Yes.

24 Q. Is that right? Was that individual the one that made
25 the \$5 million bid?

1 A. Yes.

2 Q. Did the property sell for \$5 million?

3 A. Not on auction day.

4 Q. Well, tell me what happened on auction day.

5 A. I remember the phone -- after the phone bidder bid 5

6 million, I remember the phone being passed around to at

7 least one of the bid assistants to confirm that \$5

8 million written opening bid. I remember walking back

9 into the registration room. I remember the seller of

10 that property being very, very angry about what had

11 transpired, and he was cursing. And I asked him to

12 calm down and -- you know, that was...

13 Q. All right. Did the person who made the \$5 million bid

14 buy the property?

15 A. No.

16 Q. Okay. Did you know that day that he wasn't going to be

17 buying the property and paying \$5 million for it?

18 A. Yes.

19 Q. Were you ever made aware that Barry Nathanson, the

20 gentleman that made the \$4 million bid, had sued Grand

21 Estates?

22 A. No.

23 MR. BRAITHWAITE: Okay. Let's go off the record.

24 VIDEOGRAPHER: We're going off the record. The time on

25 the monitor is 1533.

1 (A recess was taken.)

2 VIDEOGRAPHER: We're going on the record. The time on the
3 monitor is 1542.

4 Q. All right. Ms. Watson, would you please take a look at
5 No. 13, Plaintiffs' 13, and tell me if you recognize
6 that?

7 A. Yes.

8 Q. All right. First of all, what's the first document in
9 Plaintiffs' 13?

10 A. This is a letter dated January 13th, 2010 that was sent
11 from me to Coleman O'Donnell.

12 Q. All right. And who is Coleman O'Donnell?

13 A. He is the videographer who I hired to videotape the
14 Aiken, South Carolina auction.

15 Q. All right. Now, first of all, do you videotape every
16 auction?

17 A. Yes.

18 Q. All right. And how important is the videotaping of the
19 auction?

20 A. For legality purposes.

21 Q. All right. And tell me, from the standpoint of
22 Mr. O'Donnell, did you enter into an agreement that he
23 would be the videographer for this?

24 A. Yes.

25 Q. And was he paid?

1 Q Okay. When you were asked to sign these releases,
2 were you told that you were not entitled to the
3 property based on your winning bid?

4 A We were told we weren't entitled to the property
5 because this other buyer -- or bidder was going to
6 be able to purchase the property because we had
7 lost.

8 Q Okay. So your testimony is that you were told that
9 you lost the -- the bid?

10 A Right. And this was just a -- the right thing -- a
11 technical thing.

12 Q Were you forced to sign that?

13 A Forced? No.

14 Q If I could just have one minute to look over --

15 A Go ahead.

16 Q -- my stuff and make sure I'm not forgetting
17 anything. We're almost done.

18 (Off the record from 11:10 a.m.
19 until 11:11 a.m.)

20 THE EXAMINATION BY MR. TAYLOR CONTINUES.

21 Q Did anyone tell you that the sellers -- on the day
22 of the auction that the sellers were unhappy with
23 the results of the auction?

24 A Repeat that. I'm sorry.

25 Q Did -- on the day of the auction, prior to you

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

IN THE COURT OF COMMON PLEAS
SECOND JUDICIAL CIRCUIT

MELISSA J. LACKEY-OREMUS)
AND JAMES T. OREMUS,)

CIVIL ACTION NO.: 2010-CP-02-03055

PLAINTIFFS,)

Vs.)

AFFIDAVIT OF STACY MARIE KIRK

4 K & D CORPORATION,)
D/B/A GRAND ESTATES AUCTION)
COMPANY, GRAND ESTATES)
ADVERTISING, LLC,)
STACY KIRK,)
VALARIA DEVINE,)

DEFENDANTS.)

C O P Y
ORIGINAL FILED
MAY 07 2014 *100*
AIKEN COUNTY
CLERK OF COURT

PERSONALLY APPEARED before me, Stacy Marie Kirk, who being duly sworn does
state as follows:

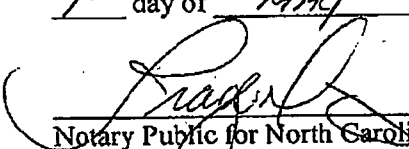
- 1) I am over the age of eighteen years and competent in all other respects to make the statements contained herein.
- 2) I have personal knowledge of the subject matter discussed in this Affidavit.
- 3) In February of 2010 and the months leading up to the auction, I was the President of Grand Estates Auction Company.
- 4) Grand Estates Auction Company conducted an auction of the Balcony, a grand Aiken horse farm and estate, on February 9, 2010.
- 5) Leading up to the auction of the Balcony, Grand Estates Auction Company provided a "Property Purchase Package" to potential purchasers and their brokers.

- 6) A true, genuine, and authentic copy of the "Property Purchase Package" is attached hereto as Exhibit 1.
- 7) The "Property Purchase Package" contains an Exhibit D entitled "Preliminary Terms and Conditions of Sale" and an Exhibit E entitled "Bidder's Statement."
- 8) The Oremuses, the Plaintiffs in this case, were the high bidders during the auction February 9, 2010, but they signed two agreements at the end of the February 9, 2010, releasing their rights to purchase the Balcony. The agreement to purchase was never signed by the high bidder.
- 9) On February 15, 2010, Brad Boni, a lawyer for the Oremuses, talked with me and requested that I provide him with a copy of the releases signed by the Oremuses. I did so.
- 10) During my conversation with Mr. Boni, I told Mr. Boni that the Blazars had not purchased the property and that it was still on the market if the Oremuses were interested in purchasing it.
- 11) The Oremuses made no efforts to purchase the property.

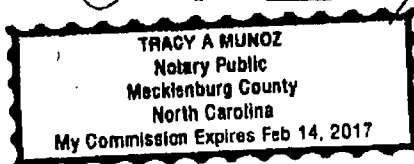
FURTHER AFFIANT SAYETH NOT.


Stacy Marie Kirk

SWORN to before me this
1st day of MAY, 2014


Notary Public for North Carolina

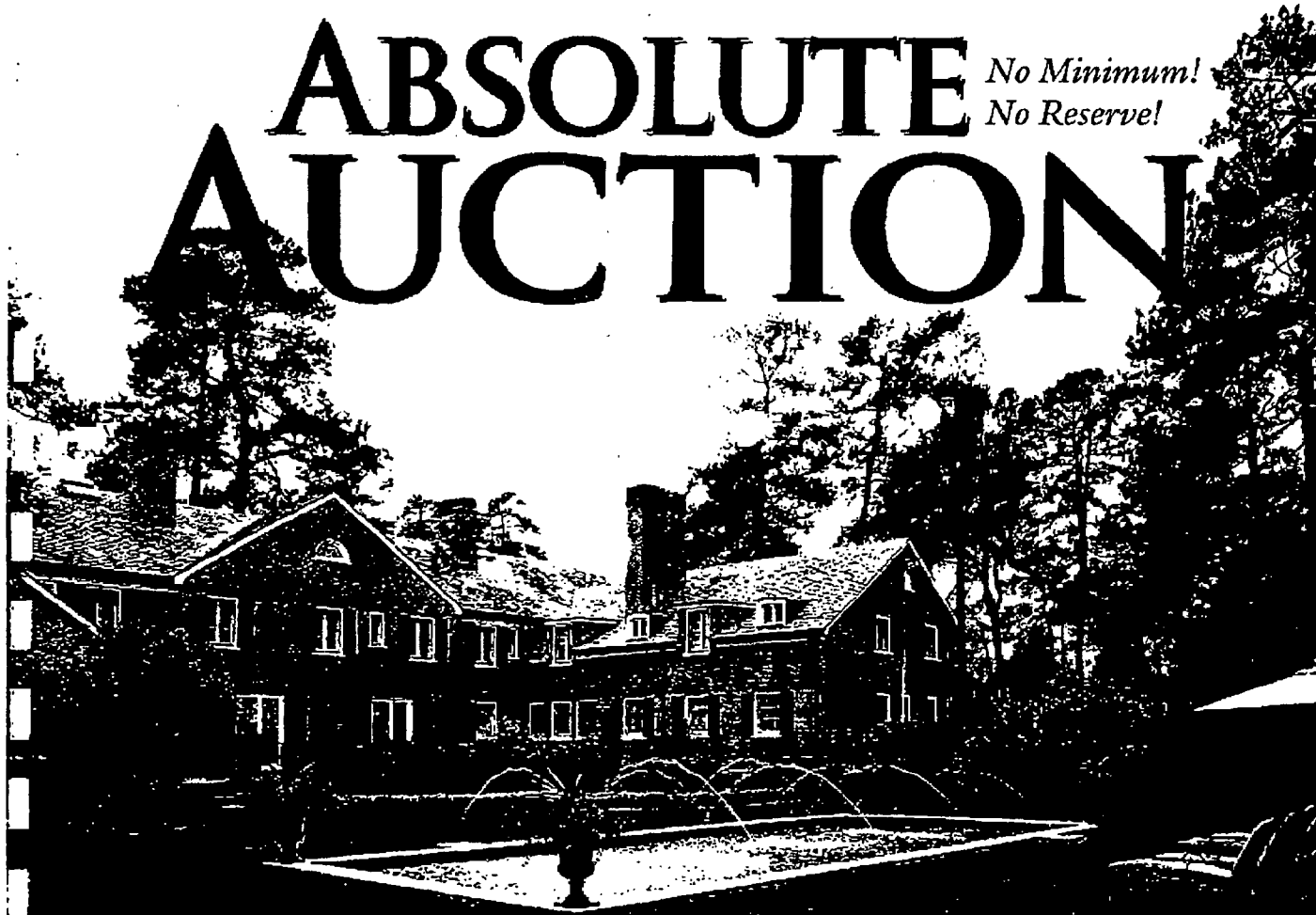
My Commission Expires: FEBRUARY 14, 2017



Equestrian Estate in Aiken's Historic District!

ABSOLUTE AUCTION

*No Minimum!
No Reserve!*



Tuesday, February 9th · 2pm Live! On-Site Bidding!

"The Balcony"
AIKEN, SC

GRAND ESTATES
AUCTION COMPANY

1-800-552-8120

www.GrandEstatesAuction.com

"THE BALCONY"
836 WHISKEY ROAD
AIKEN, SOUTH CAROLINA 29801
TUESDAY, FEBRUARY 9, 2010

PREVIEW SCHEDULE:

Friday	February 5, 2010	11 AM – 3 PM
Saturday	February 6, 2010	11 AM – 3 PM
Sunday	February 7, 2010	1 PM – 4 PM
Monday	February 8, 2010	11 AM – 3 PM
Tuesday	February 9, 2010	11 AM – 1:30 PM

REGISTRATION:

Tuesday	February 9, 2010	12 PM – 1:30 PM
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***You may also register to bid anytime during the Preview.**

AUCTION:

Tuesday	February 9, 2010	Promptly at 2:00 PM
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DIRECTIONS TO THE PROPERTY:

FROM INTERSTATE 20: Take Exit #18, State Road 19/Edgefield Highway and head south for 5.5 miles. Turn left at Augusta Aiken Road/Richland Avenue West and continue for .2 miles. Then take the 3rd right onto Chesterfield Street South and continue for .3 miles. Next, veer left at Whiskey Road, continue for .8 miles and the property will be on the left.

PROPERTY PURCHASE PACKAGE™

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COMMERCIAL LODGING OPTIONS

We recommend the following places to stay. (they are in alphabetical order, not in order of any preference) Please indicate that you are coming for the Whiskey Road Hunt Week and they will all give you a good rate.

ANNIE'S INN - Hwy. 78. Montmorenci. 803-649-6836. Bed and breakfast about 5 miles east of Aiken. Convenient to hunt country. Less than 10 minutes to town. Rooms in the Inn or fully furnished, spacious cottages behind the Inn. Weekly rates are available.

COUNTRY INN & SUITES - 3270 Whiskey Road. Aiken. 803-649-4024.
www.countryinns.com Brand new hotel just one mile south of Aiken Mall.

ECONO LODGE - 3560 Richland Ave., West, Aiken. 803-649-3968 Indoor heated pool, in room whirlpool, pet friendly, weekly rates available. I-20 Exit 18

FAIRFIELD INN & SUITES - 185 Colony Parkway, Aiken, SC, 803-648-7808
Newly renovated

GREEN BOUNDARY CLUB - 780 Whiskey Road. Aiken. 803-649-2549. Elegant private club in historic old Aiken mansion. Very large rooms-breakfast included.

GUEST HOUSE AT HOUNDSLAKE - 800-7354587 or 803-648-9535.
Comfortable 34 room lodge, most rooms with view of golf course. Continental breakfast. All guests have membership privileges at Houndslake Country Club.. Great for golfing spouses. Foxchase stables 1.5 miles away.

HOTEL AIKEN - 235 Richland Ave. Aiken. 803-648-4265. . Right downtown. Rooms available in the main hotel and in outside rooms.

TOWN AND COUNTRY INN - 2340 Sizemore Circle. South Aiken. 803-642-0270. Bed and breakfast. 5 rooms. They have a few nice stalls and turnout for horses available, which includes bedding. About 10 minutes to downtown.

WILLCOX INN - 100 Colleton Avenue. 803-648-1898. Historic old inn in downtown Aiken.. Recently converted to a Bed and Breakfast.. Call for special Hunt Rates. Tina Mcarthy(803.648.1898)

"THE BALCONY"
836 WHISKEY ROAD
AIKEN, SOUTH CAROLINA 29801
TUESDAY, FEBRUARY 9, 2010
2:00 PM (EST)

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GRAND ESTATES AUCTION COMPANY®

Introduction

Introduction

**ON TUESDAY, FEBRUARY 9, 2010 YOU WILL HAVE THE
OPPORTUNITY TO PURCHASE THIS HOME AT YOUR PRICE.
COME PREPARED TO BID AND BUY!**

In our experience we have found that the auction terminology is confusing to the general public. The following questions are most likely asked:

Why an Auction?

The seller has determined that the most cost effective method of selling this home on a timely basis is to offer it for sale at auction. The auction allows the seller to avoid the costs and length of time associated with a conventional marketing program. Therefore, the Auction will be your only opportunity to purchase this home at your own price.

What is a property sold subject to the Seller's confirmation?

Properties that are sold subject to the Seller's confirmation are offered with the Seller reserving the right to reject a top bid for any or all of the properties. If the brochure does not reflect "Absolute" on the property, then it will be sold subject to the Seller's confirmation. However, Seller's spend a great deal of time and money on an auction. They are definitely motivated to sell!

What is an "Absolute" Auction?

Properties offered at Absolute Auction will be sold to the highest bidder, regardless of price, with no minimum and no reserves.

What Title evidence will the buyer receive?

The seller will provide a Preliminary Title Commitment on the property purchased and closed in accordance with the terms and conditions of the Auction Real Estate Sales Contract.

Can I use the services of a Real Estate Broker to assist me?

Grand Estates Auction Company® welcomes broker participation. All you have to do is have your broker contact us and we will fax the Broker Registration Form.

What does it mean to buy the property "As is, Where is"?

Buyers purchase the property with no guarantees in regards to the condition of the property. Buyers shall rely entirely on their own information, judgment, and their inspection of the property. We invite you and your experts (i.e. contractors, engineers, inspectors, surveyors, land planners etc.) to inspect the property by appointment as many times as you would like (during our viewing times and dates). We want to provide you with ample access to help you assess the available property. Please contact our Auction Information Office at (704) 529-0026 or (800) 552-8120 to make arrangements.

What is a 7.5% Buyer's Premium?

We utilize a 7.5% Buyer's Premium. Simply stated if the bid were \$100,000 (example only), the total contract price would be \$107,500.00. If you are unsure of this concept, realize if you only want to purchase the property at \$100,000 – bid \$93,023.26. The total contract price would read \$100,000.

Additional information:

1. On-site Licensed Real Estate staff will handle execution of contracts.
2. Potential Bidders can look and inspect the property by appointment only if unable to attend the preview dates scheduled in the brochures.
3. The winning bidder signs the Auction Real Estate Contract and endorses a cashier's check in the amount of \$50,000 the day of the auction. Additional funds required (the required 10% deposit) may be paid by personal check.
4. Please have your cashier's check made out to deposit to your own name. This will make it easier to re-deposit should you not be the winning bidder.
5. All buyers' are required to review all the documents in the Property Purchase Package™.
6. All announcements made auction day take precedence over any written or advertised materials; however, the Auction Real Estate Contract as executed shall be controlling.
7. Grand Estates Auction Company® and the seller wish you the best of luck in the bidding process.

DISCLAIMER & AGENCY DISCLOSURE

Grand Estates Auction Company® and all other licensees employed by or associated with the Broker or Auctioneer represent the Seller in the sale of this property. Any Third Party Broker is not a subagent of Grand Estates Auction Company®.

This Property Purchase Package™ is solely intended to provide interested parties with preliminary information only and is not a solicitation of offers and does not constitute an offer to sell. The delivery of this material to any person shall not create any agency relationship between such person and Broker or Auctioneer. The information included herein is believed to be correct, but it is not guaranteed. No investigation or review has been made as to its accuracy; some information furnished is from outside sources deemed to be reliable, but is not certified as accurate by the Seller, Broker or Auctioneer, or any of their affiliates. All information contained herein is subject to corrections, errors and omissions. All offers must be based on the offerers own investigation of any property offered herein and not on any representation made by the Seller, Broker, Auctioneer or other party. Neither Seller nor Broker nor Auctioneer make any representation or warranty, express or implied, with respect to the property identified herein, and the property is being sold in an "AS-IS, WHERE-IS, WITH ALL FAULTS" condition except as specifically stated in the Purchase and Sale Agreement.

All prospective purchasers are specifically advised to refrain from reliance on the information provided herein as a basis for making a bid on the property. Prospective purchasers are further encouraged to conduct a personal inspection of the property which they contemplate purchasing. Persons desiring to inspect or examine the property should be aware of the on-site inspection dates and times stated herein or may contact a Grand Estates Auction Company® representative at (800) 552-8120 for any information. Please do not contact the Seller directly.

The recipient of this Property Purchase Package™ and their agents acknowledge and agree that the examination of the information included in this Property Purchase Package™ is being conducted solely for the purpose of evaluating in good faith their interest in submitting a bona fide bid for the purchase of the property. The recipient further agrees that all information about the property which is not public record and was obtained through the Broker or the Auctioneer, the managing agent or the Seller is for the purpose of evaluating their interest in the purchase of the property and will be held confidential and will not be disclosed to any other party except those assisting or working with or for the recipient in connection with evaluating the property.

AUCTION OVERVIEW

**ON TUESDAY, FEBRUARY 9, 2010 YOU WILL HAVE THE
OPPORTUNITY TO PURCHASE THIS HOME AT YOUR PRICE.
COME PREPARED TO BID AND BUY!**

WHY AN AUCTION?

The seller has determined that the most cost effective method of selling this home on a timely basis is to offer it for sale at auction. The auction allows the seller to avoid the costs and length of time associated with a conventional marketing program. Therefore, the Auction will be your only opportunity to purchase this home at your own price.

METHOD: On Tuesday, February 9 at 2 PM this property shall be auctioned **ABSOLUTE – HIGH BIDDER WINS!** Provisions can be made for those who would like to bid offsite. Please contact our office about Phone Bidding details.

PROPERTY LOCATION & DIRECTIONS:

836 WHISKEY ROAD, AIKEN, SOUTH CAROLINA 29501

From Interstate 20:

Take Exit #18, State Road 19/Edgefield Highway and head south for 5.5 miles. Turn left at Augusta Aiken Road/Richland Avenue West and continue for .2 miles. Then take the 3rd right onto Chesterfield Street South and continue for .3 miles. Next, veer left at Whiskey Road, continue for .8 miles and the property will be on the left.

VIEWING:

DAYS	DATES	TIMES
Friday	February 5, 2010	11 AM – 3 PM
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Sunday	February 7, 2010	1 PM – 4 PM
Monday	February 8, 2010	11 AM – 3 PM
Tuesday	February 9, 2010	11 AM – 1:30 PM

REGISTRATION:

Tuesday February 9, 2010 12 PM – 1:30 PM

You may also register to bid at any time during the Preview Schedule.

AUCTION:

Tuesday

February 9, 2010

Promptly at 2:00 PM

We invite you and your experts (i.e. contractors, engineers, inspectors, surveyors, land planners etc.) to inspect the property by appointment as many times as you would like (during our viewing times and dates). We want to provide you with ample access to help you assess the available property. Please contact our Auction Information Office at (704) 529-0026 or (800) 552-8120 to make arrangements.

AUCTION REGISTRATION:

A \$50,000 cashier's check (made payable to the bidder) or a personal check along with a bank letter of guarantee, made payable to Richard M Koch Attorney Trust Account, or certified funds, will be required to register to bid on the property. Auction registration begins at 12 PM, Tuesday, February 9, 2010, with the auction beginning promptly at 2:00 PM at the home.

TERMS:

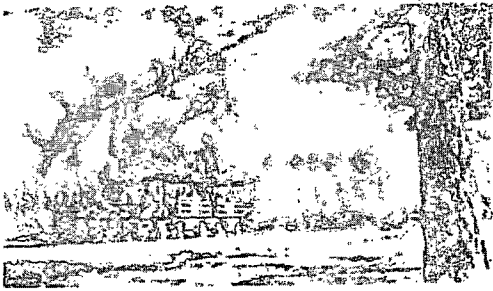
A ten-percent (10%) down payment will be due immediately after being declared the buyer. The registration fee is applied against the ten-percent down payment. The balance is due in cash at closing within 30 days. A 7.5% buyer's premium will be added to the high bid.

BROKER PARTICIPATION:

See Section 5

Description of Property

A Brief History of Aiken



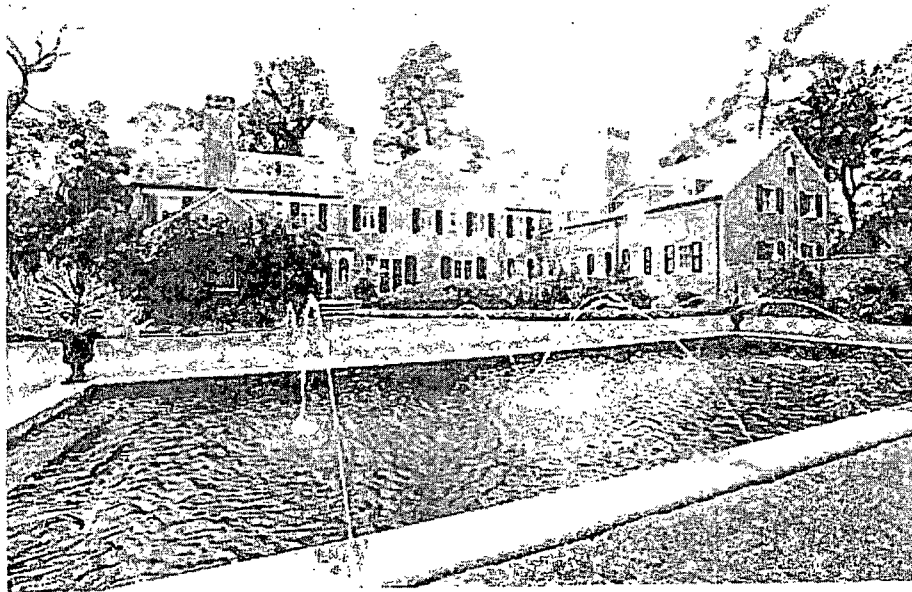
Aiken has long been a visitor's paradise, from it's early days as a health resort to it's current distinction as one of the best places in the USA to retire and live. You will find the locals warm, friendly and eager to make your stay as pleasant and comfortable as possible. Most visitors are quick to recommend Aiken as a great place to visit!

The South Carolina Canal and Railroad Company was established in 1828. William Aiken, President of the Railroad Company and one of South Carolina's leading cotton merchants, hired Horatio Allen, a distinguished engineer who later built the Brooklyn Bridge, to build a railroad from Charleston to Hamburg, South Carolina, a site on the Savannah River. Work began in 1830 and on October 2, 1833, the first train arrived in the newly established town of Aiken, name in honor of the first railroad president. In 1834, engineers Alfred Dexter and C.O. Pascalis laid out the town with its wide streets and parkways and Aiken was chartered in 1835. Aiken attracted many visitors, particularly wealthy Charlestonians who spent their summers at the "place of retreat from the heat and malaria of unhealthier regions."

In 1865, as the War Between the States neared a conclusion, Confederate General Joseph Wheeler took his position in the town of Aiken to oppose Sherman's raid and put an end to the Union advance westward. It was one of Sherman's rare defeats along the way.

Aiken recovered quickly from the War and in 1870 began to attract wealthy Northerners, who were lured to the area by the opportunities for equestrian sports. thus establishing Aiken's celebrated "Winter Colony." Among them was Thomas Hitchcock who with the Whitneys established the tract of land known as Hitchcock Woods for public use.

The restorations experienced in houses and churches reflect the wealth and sophistication of the population during the Winter Colony era and illustrate the impact of the Winter Colony on the community. Hayne Avenue, Colleton Avenue, South Boundary, and Whiskey Road are old, fashionable residential avenues which attracted both local residents and winter visitors to build beautiful homes. Historic downtown Aiken continues to serve as a vibrant hub for the community and provides a unique identity and charm for the area. (*Excerpts from Aiken Chamber*)



The Balcony

836 Whiskey Road
Aiken, South Carolina 29801

History of Aiken

Aiken found its beginnings with the South Carolina Canal and Railroad Company when it was established in 1828. William Aiken, president of the Railroad Company and one of South Carolina's leading cotton merchants, hired Horatio Allen, a distinguished engineer who later built the Brooklyn Bridge, to build a railroad from Charleston to Hamburg, South Carolina, a site on the Savannah River. Work began in 1830 and on October 2, 1833, the first train arrived in the newly established town of Aiken, named in honor of the first railroad president. In 1834, engineers Alfred Dexter and C. O. Pascalis laid out the town with its wide streets and parkways, and Aiken was chartered in 1835. Aiken attracted many visitors, particularly wealthy Charlestonians who spent their summers at the "place of retreat from the heat and malaria of healthier regions." In 1865, as the War Between the States neared a conclusion, Confederate General Joseph Wheeler took his position in the town of Aiken to oppose Sherman's raid and put an end to the Union advance westward. It was one of Sherman's rare defeats along the way.

Aiken recovered quickly from the War and in 1870 began to attract wealthy Northerners, who were lured to the area by the opportunities for equestrian sports, thus establishing Aiken's celebrated "Winter Colony." Among those who wintered here was Thomas Hitchcock, who with the Whitney's established the tract of land known as Hitchcock Woods for public use.

The restorations experienced in houses and churches reflect the wealth and sophistication of the population during the Winter Colony era and illustrate its impact on the community. Hayne Avenue, Colleton, Avenue, South Boundary and Whiskey Road are old, fashionable residential avenues which attracted both local residents and winter visitors to build beautiful homes.

Historic downtown Aiken continues to serve as a vibrant business hub for the community and provides a unique identity and charm for the area.



The Original Family of "The Balcony"

In 1929 the Knox Family hired famed architect Julian Peabody of Peabody, Wilson & Brown from New York City. Peabody's firm was planning the most opulent mansions in the northeast. Thereby a family such as the Knox's would only hire who was known to be the best of their time. After much deliberation the plans were completed in June of 1929.

The Knox's like many families in the north were attracted to Aiken for the mild winters, ease of access to Aiken via the railroad, and for their love of all things equestrian. They bred champion trotters, pacers and were avid polo players. Seymour Horace Knox I from Buffalo, New York and made his fortune in five-and-dime stores. He merged his more than 100 stores with those of his first cousins, Frank Winfield Woolworth and Charles Woolworth to form the F.W. Woolworth Company. His son, Seymour Knox II, is the Knox that initiated the construction of "The Balcony." Seymour Jr. had a long career with Marine Midland Bank as a director, vice president and then chairman. He also was extensively involved in the Woolworth Company on the board and as a director. Seymour H. Knox II was the father to Seymour H. Knox III and Northrup R. Knox the original principal owners of the Buffalo Sabres in the National Hockey League.

The Balcony

For generations past, and for contemporaries alike, the Winter Colony of Aiken remains a wonderful escape. This historic home offers timeless details of centuries past while combining all of the conveniences of modern time. A horse-lover's delight and within walking distance of Hitchcock Woods, Whitney Polo Field, the Aiken Training Track, an eventing ring, race track, and Historic Downtown for the best in shopping and restaurants.

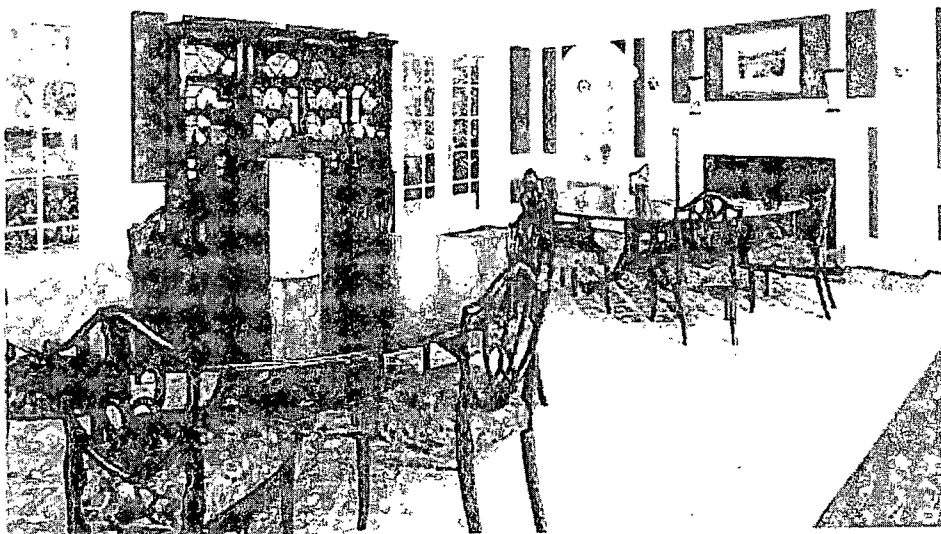
- The Main Residence is in excess of 10,000 sq. ft. with 5 Bedrooms, 8 Full Baths and 2 Half Baths plus In-Law Suite with Kitchenette
- Guest house with 3 Bedrooms and 2 Baths
- Additional Flex Space for His-and-Her Offices, Play Room, Home Gym, Craft Room, or to be used as additional Bedrooms if desired.
- 2008 Master Craftsman Restoration with Original Details throughout including 9 Fireplaces and Wine Cellar
- Paddocks, Sand Riding Arena, 20-Stall Barn with Multiple Tack Rooms, Feed Room, Tool Room, Hay Loft, Laundry Room, including Groom's Quarter's with Kitchenette and Full Bath.
- 5.85± Acres of Mature Gardens & Grounds with Pool, Tennis Court, and the Best in Equestrian Amenities

Enter upon this property and you will immediately recognize that you have arrived someplace very special. The fully walled property of 5.85 acres offers two gated entrances. One formal, and one rear primarily used for equestrian purposes. The grounds have beautifully developed offering large mature Magnolias, Gardenias, Azaleas, Boxwoods, and more.



Enter into the home as one would have done nearly a century ago leaving your horse carriage and porter behind and through the grand entry way there is a ladies' dressing room, coat closet and powder room. Opposite there is an equally well appointed room for the gentleman. The ladies' dressing room offers a floor to ceiling mirror providing a full view of yourself so that you may make any last minute adjustments to a gown before meeting your hosts.

Throughout the home are hardwood floors, and 10 ft. ceilings that are heavily decorated with magnificent woodwork and plaster work. The South Corridor exhibits double arches with fluted woodwork, dental molding, and several French doors leading to various balconies and terraces. The long gallery style hall leading to the formal rooms is filled with light and beautiful views of the gardens and horse filled paddocks.



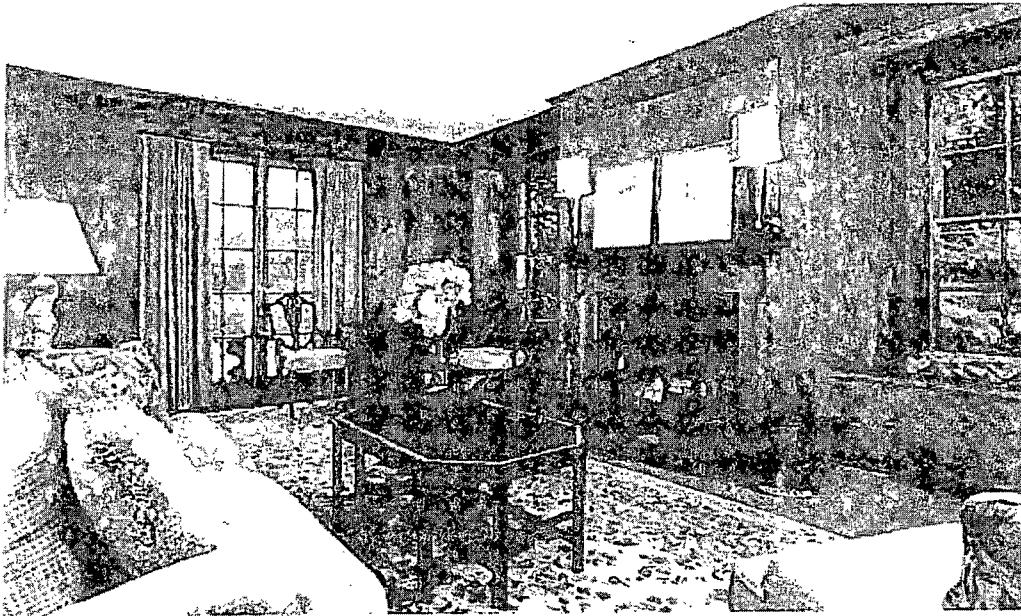
The Dining Room

The dining room can accommodate the largest of gatherings in the most elegant way. Extensive wall paneling, detailed wood trim, and domed alcoves to showcase collectibles or fine china that flank the wood burning fireplace decorate the room. Two sets of French doors lead to a large terrace that is wonderful for outdoor dining or before dinner cocktails. The Dining Room is surrounded by glass, with a view of the gardens on one side and the terrace and fountain on the other.

The Living Room

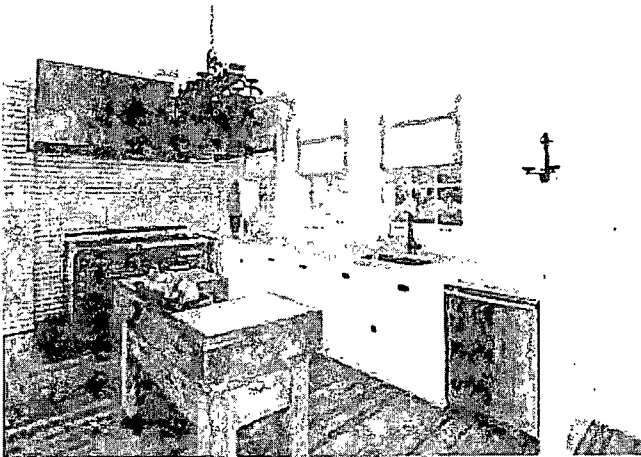
This elegant room is surrounded by floor to ceiling windows to capture the views beyond. At one end of the room the fireplace is the focal point and at the other is the grand piano. Hardwood floors, 10ft. ceilings, heavy crown molding, extensive paneling/wainscoting are seen throughout this room as well as throughout most of the home.





Family Room / Library

This informal, yet elegant room with Pecky Cypress walls has always been a common gathering place for the family. One can envision settling into one of the window seats with a book from the wall of built in bookshelves with a wood burning fire blazing in the large fireplace, or on a warmer evening opening the French doors that lead to the terrace that overlook the pool and paddocks.

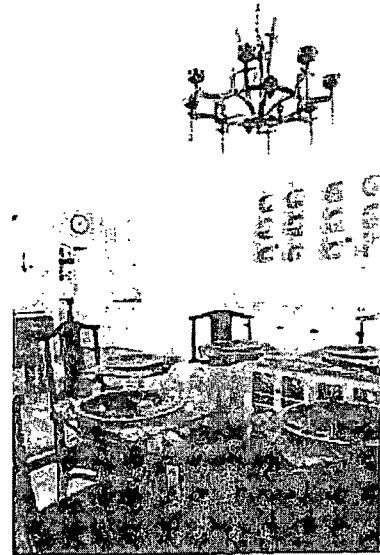


The Kitchens & Breakfast Room

The Knox family planned for elaborate entertaining when they constructed a home with two kitchens side by side. One perhaps a pastry kitchen and the other for meats. The modern family will appreciate the fully functional and completely up to date kitchens with the well restored period elements. Envision pastries being rolled out on the

beautiful white Carrara marble countertops or the dicing and chopping on the wood countertops with the modern convenience of counter lighting. Glass front cabinetry displays collectibles and fine china equally convenient today as it was from a bygone era. The original 1929 metal warming box with shelves is much more elaborate and

convenient than any warming drawer on the market today. One could continue to entertain with equal ease as did the Knox family with the new Caumartin French stove with two Gas burners, and enough radiant heat space to heat an additional 10 pots & pans (depending of course upon the size of pot or pan). Additional amenities include a GE Monogram ice maker, 2 Miele dishwashers, Dacor refrigerator, a 2nd refrigerator & freezer and multiple sinks with disposals. What was once the servant's dining room now serves as modern family's breakfast room. This cheerful space accommodates six diners and has an extensive cabinetry with glass front cabinets. Perhaps one of the most interesting aspects of the kitchen area is the giant silver safe. The Knox family being of great wealth and having a houseful of staff perhaps coming and going, they believed this to be a necessity.

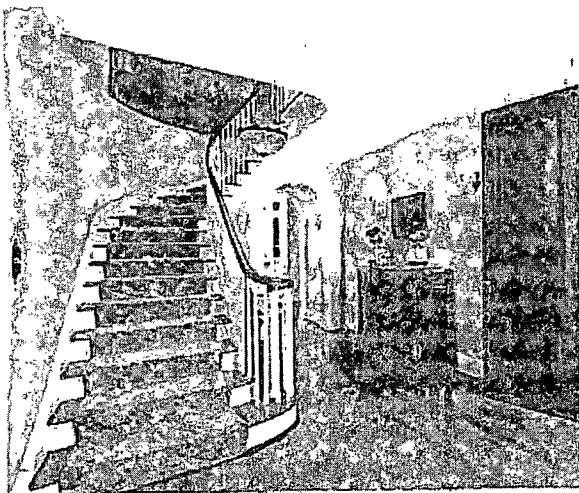


Wet Bar

What is conveniently a wet bar today, was referred to in the original plans as the flower room. Perhaps used for potting plants and making flower arrangements from the elaborate outdoor gardens. The wet bar is centrally located, creating close proximity to the Library, Dining Room and Formal Living Room. The wet bar is complete with a refrigerator & freezer, sink, wood countertops, an icemaker, and an antique built in corkscrew bottle opener, with an old world ice grinder.

His Office

On the Main Level of the home adjacent to the second formal entry to the home or North Vestibule is his office. The original floor plan depicts this room as the "ping pong room." A ping pong room no longer being a coveted space, this large room with hardwood floors, fireplace and full bath with carrara marble shower works nicely as a gentleman's office or a pool table room.



Grand Foyer

From the 1929 plans this was shown as the Main State Hall, this second formal entry to the home has a sweeping staircase that follows a curved wall where a large tapestry hangs in the curvature of the wall. From above light filters through an old world glass skylight, and by night the antique crystal chandelier casts prisms of light. This staircase leads to what was the original Master Suite for Mr. and Mrs. Knox.

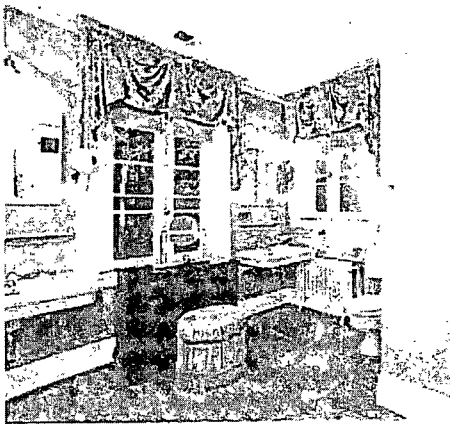
Original Master Suite

This elaborate suite which was originally depicted as "Mrs. K's Dressing Room", "Mr. K's Dressing Room," "Owner's Sleeping Porch," and "His and Her Baths" in present day perhaps these rooms work best as a second Master suite with the extensive offerings of access to the balcony, a dressing room, and sitting room. What once was the sleeping porch makes for a lovely sitting room with a wall of windows that overlook the paddocks and barn. Or this extensive suite could be an ideal arrangement for two children, each with a private bedroom, and what we would now call a Jack and Jill Bath centrally located. The Bathroom has two separate water closets, what was his and hers could be divided between two children, and two separate bathing rooms, one with bathtub, and the other with a marble shower. The suite has been completely restored, and all of the amenities are functioning and up to date.



Master Suite

At the west end of the home, what once was the "Nursery" now functions in today's lifestyle very nicely as a contemporary master suite. Enter through a light filled Master Foyer, previously known as the "Children's Sun Porch." From the Master Foyer one can access the balcony that the home is named for. In the garden below huge Gardenia bushes reach to the height of the balcony above. Imagine the fragrance from these Gardenias when you open the windows on a warm evening. In the bedroom seats are built into the windows with views of these extensive gardens below. The bedroom is handsomely done with hardwood floors, extensive paneling, moldings, a wood burning fireplace, and a wall of cabinetry as modern as the desired amenities of today with automatic lights, organizational systems for ties, belts, scarves, and a built in mirror. For her is a walk-in closet with glass front cabinets to keep fine shoes and handbags dust free, along with a built in ironing board. The Gentleman's walk-in closet is accessed through the Master Bath, which is convenient for the early riser not to disturb his companion when getting ready in the morning. The Master Sitting room is a wonderful place for the couple to relax, read, or watch TV.



The Master Bath and Dressing area offers what any couple desires today, a marble shower with Steamist & body-washers, his & her separate sinks, and a large walk-in Linen Closet with built in drawers. The Dressing Area located behind the bathroom offers a wall of closets, a wonderful close by amenity especially to store off season or infrequently worn clothes.

3rd Bedroom Suite with Detached Bath

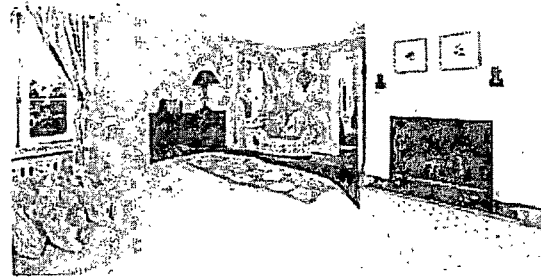
This versatile and flexible space may preferably be used as a Home Gym or Nursery as its close proximity to the Master Suite. The updated bathroom has an extra deep bathtub, wonderful for soaking soar muscles after a full day of horseback riding.

4th Bedroom

Located across from the balcony is a young lady's pink bedroom with a private completely restored bathroom. This charming room offers hardwood floors, a wood burning fireplace, and 2 large closets.

5th Bedroom

This pale green bedroom is wonderful space for a young person with a secret closet and additional large clothes closets. Other features include the hardwood floors, a fireplace and a completely restored private bath with linen closet.



A Modern Family's Flex Space or Mother In-Law's Suite

On the 2nd floor with access from the rear staircase and side entrance of the home is a wing of rooms that have great versatility. An ideal space for children/teenagers or quarters for live in help or in-laws. This wing of the home was once the servant's wing which included four bedrooms, a kitchenette and a full bathroom. This wing of the home has been most recently used by the children of the owner as their personal domain with a completely renovated bathroom, a kitchenette which the kids frequent for their snacks, and outfitting the other rooms as a craft room, a TV room, a music room and as guest rooms for their overnight slumber parties. The Kitchenette includes plenty of cabinetry, a sink, refrigerator, and a small stove with 4 burners and an oven.

Exercise Room & Storage Room

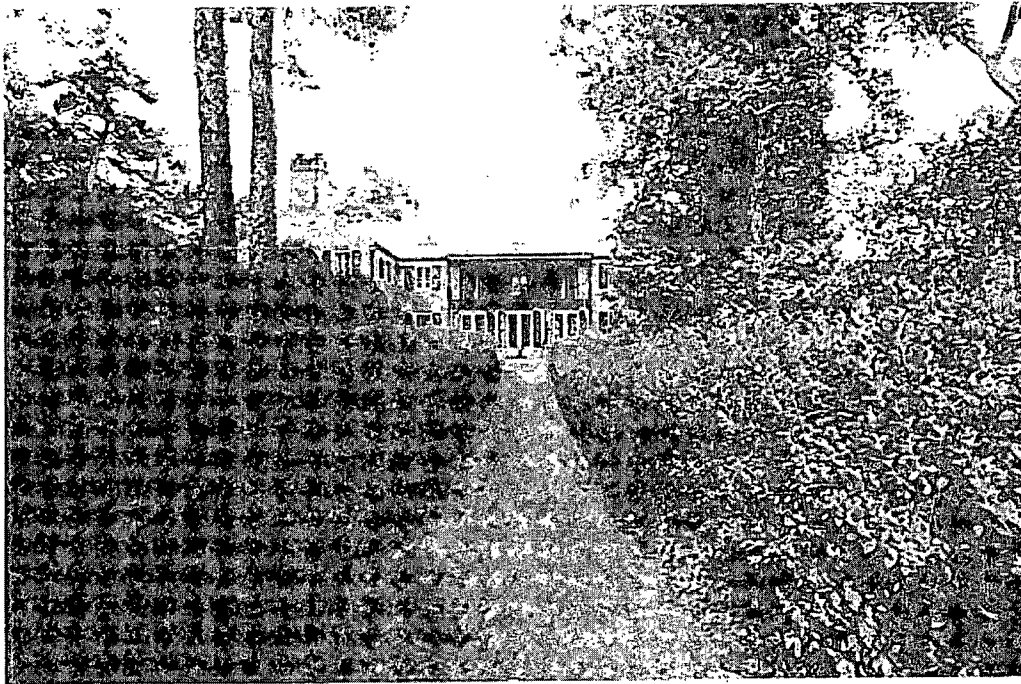
On the Main level of the home, what was once 2 servant's bedroom is currently being used by the owner as a home gym with full bath with shower and storage. These rooms are located near the back entrance of the home, near the utility rooms and kitchen.

Laundry Room

On the Main level near the back entrance is a huge laundry room with 3 porcelain sinks, and two sets of washers and dryers. The Kenmore Washer & Dryer is included, however, the Miele Set is not included in the purchase of the home, nor is the Miele Rotary Iron.

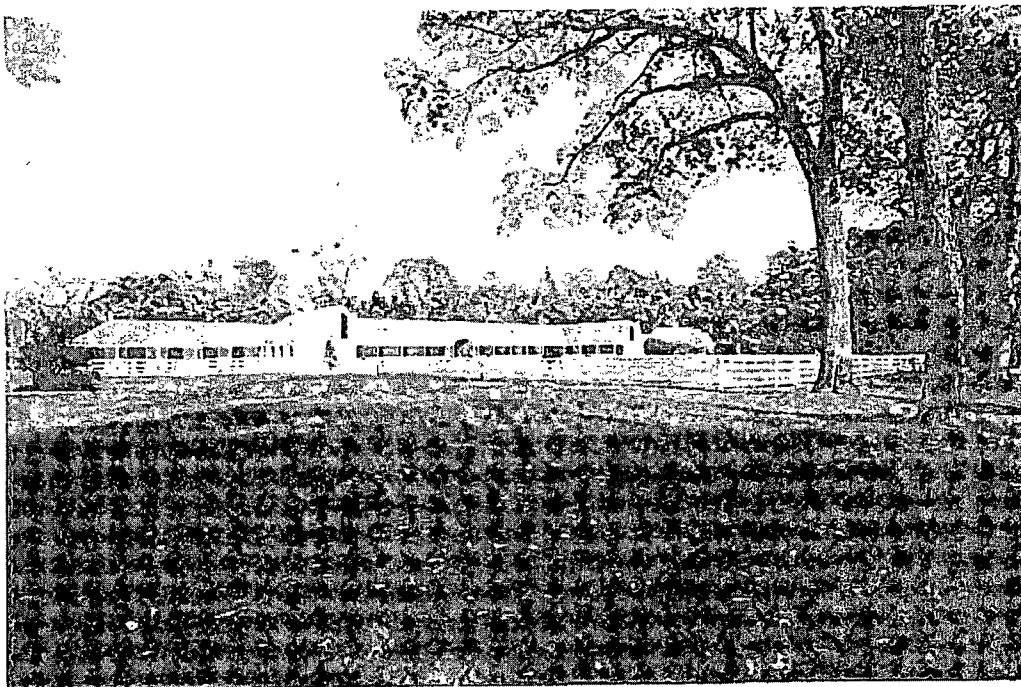
Wine Cellar

Lower Level, in the basement is a wine cellar. The Knox family must have been wine enthusiasts because the room could probably hold a couple hundred bottles of wine. The wine storage room can be secured by the locking door, and remains cool without temperature control.



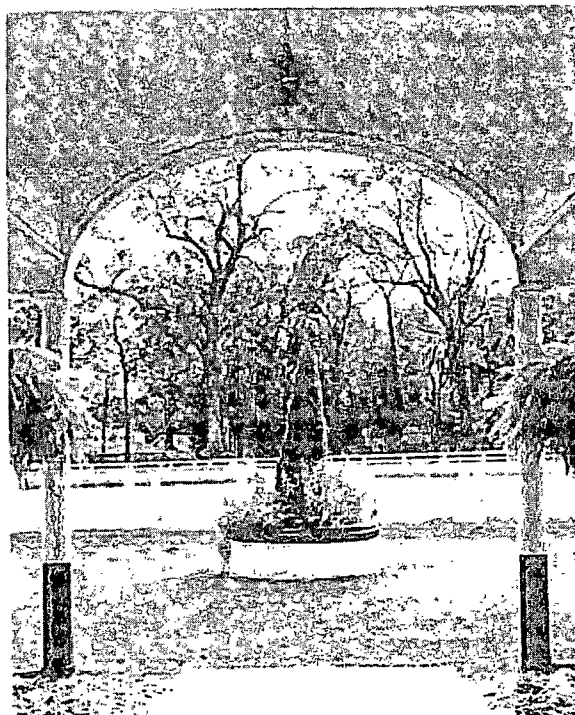
The Grounds

The 5.85 acres is well planned and is completely private despite being in the downtown historic district. The grounds include extensive mature gardens irrigated on a new sprinkling system with 13 zones. The current owner recently had a well dug 160 feet deep for irrigation purposes. However the water for the home is city water and sewer. Not only are there mature gardens of flowers, bushes and shrubs, but also a vegetable and fruit garden. If gardening doesn't interest you, perhaps a game of tennis on the Har-Tru court or a swim in the new Gunite swimming pool? When the pool is not used for a swimming, it becomes a wonderful decorative water feature with sprays of water.



The Barn & Equestrian Features

The hardcoat stucco barn offers all of the amenities any equestrian desires, such as a 20 stall barn with rubber matted stalls and rubber matted isles and a deep overhang roof line for ease of access into the stalls during inclement weather. There are tack rooms, a feed room, a tool room, a hay loft, and a Grooms Quarters with HVAC, laundry room, full bath, and a kitchenette. There is a 6 Stall Garage for cars, equipment, tractors, etc. You and your horses will love the wide open flat spaces of the sand riding arena and the 2 paddocks. This well planned property has recently accommodated nearly a dozen horses with ease of use, and everything is up to date for today's standards from the most demanding equestrians.



The Guest House

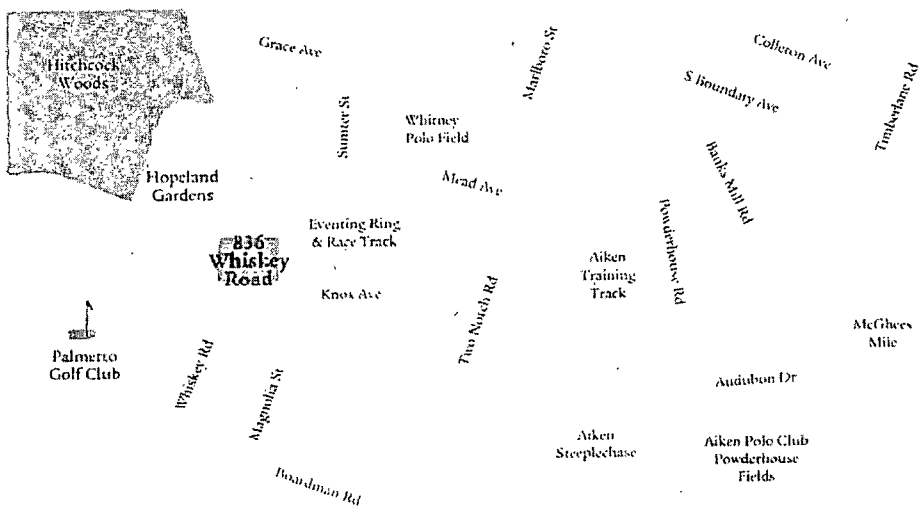
This 3 Bedroom, 2 Bath house with living room, dining area and kitchen are simple but delightful accommodations for guests or for perhaps your stable manager and housekeeper. In line with the entire property, restorations and refurbishment have been made to the guest house too which include new heat and a/c, and new electric service.

The Surrounding Area

836 Whiskey Road has location, location, location. Depart from the back gate of the property and travel down the clay alley, "Magnolia St." and you are within a two minute horse-walk from eventing rings, polo fields, race tracks and many other equestrian pursuits. To the left of "The Balcony" is the historic property where the famed Dinner and Social Club, "The Green Boundary" is located. This will make for a welcome neighbor when one isn't interested in dinner at home. Across the street from "The Balcony" is the Fermata Swim & Tennis Club. Or perhaps golf interests you and you envision yourself playing many rounds at the Palmetto Golf Club. A block further in the opposite direction is Hopeland Gardens and then Hitchcock Woods where 2100 acres of land awaits you for hiking or riding on the 70+ miles of trails. Being in the historic downtown "Winter Colony" area many shops, boutiques, restaurants, and other interests such as the public library, post office are only minutes away. Whatever your interest is, you can find the lifestyle you seek in this beautiful town Aiken at the magnificent estate "The Balcony".

"The Balcony" will be sold at Absolute Auction with no minimum or reserve bid. The viewings begin on Friday, February 5th and the home is open daily until Auction day, Tuesday, February 9th. For more details of the property, the auction or to register for the auction please contact your bid assistant at 1-800-552-8120.

Come Prepared to Bid and Buy!™



The information here has been collected from what is believed to be the best available sources. There may be errors. Neither Grand Estates Auction Company, nor Seller makes any representation of the validity of this history or information.

Bowery at 151 Bee Lane.
Hungry as a horse? Gallop over to
Aiken Brewing Company Grill and
Bar, at 140 Laurens Street SW.
Indulge yourself with one of the
specialty brews.
*Travel Information by Taylor Bruce
and Mark G. Stith*

*Because prices, dates, and other
specifics are subject to change,
please check all information to make
sure it's still current before making
your travel plans.*

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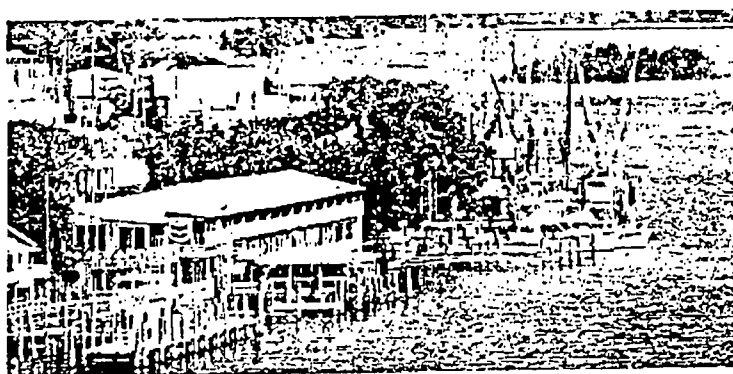


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BY ALLSTON MCCRADY | JULY/AUGUST 08 | FEATURES

Southern Dream Towns

Whether you're looking for a place to tie up your flats skiff, stable your horse, or even put down some roots, we've found the twenty sweetest small towns south of the Mason-Dixon Line

BEST EQUESTRIAN TOWN

Aiken, South Carolina

Before you visit Aiken, know this: Horses have the right-of-way. In fact, Aiken is possibly the only town in the South where residents are opposed to the paving of roads, reserving them instead for horses and carriages. Even paved thoroughfares such as Whiskey Road have cross buttons at rider level to signal automobile traffic to stop, allowing horses to cross over into Hitchcock Woods, one of the largest forests in the nation. Road signs are stamped with horse profiles, and just about every house has an adjoining stable, or at least a horse trailer in its driveway.

It's no wonder, then, that Aiken is attracting equestrian enthusiasts from around the world. "We have field hunters, show hunters, jumpers, dressage, polo, flat racing, steeplechase, reining, Western pleasure, driving. If you can name a discipline, I can name a top trainer who calls Aiken home," says Valerie Swygert, dressage instructor and owner of Jasmine Farm. "But best of all, I can run into town in my tight riding breeches and leather boots and nobody looks at me oddly."

Adventurous



Active



Secretive



Soulful

Do you want in?



With mild winters, early springs, no sand flies, and sandy soil perfect for conditioning horses, this is truly an equestrian paradise. And with its shaded streets, double avenues, historic mansions, and a thriving arts community, it isn't a bad place for humans either.

A Typical Day:

For breakfast, locals swear by the Track Kitchen across from Whitney Polo Field, a ramshackle, noisy, down-at-the-heels, bacon-'n'-grits place run by James "Pockets" Carter and his wife. Step outside to watch the Thoroughbreds training in the morning light. Stroll through beautiful Hopelands Gardens with fourteen acres of camellias, dogwoods, and scenic ponds, and end up at the Aiken Thoroughbred Racing Hall of Fame for a glimpse of the local racing industry from 1900 to the present. For lunch, try the peekytoe crab at Davor's Café, tucked away in an alley downtown. Spend the afternoon walking or riding through Hitchcock Woods, or catch a Sunday polo match. For dinner, cuiZine is a sleek, cosmopolitan French-Asian spot downtown with sidewalk dining. Evening summer concerts are held at Hopelands Gardens each Monday through August. End your evening with a single-malt Scotch at Hotel Aiken's Polo Tavern, a favorite haunt of the Argentine polo players.

Plant Your Roots:

Aiken was known as the Winter Colony a century ago, when the Vanderbilts, Whitneys, and Astors built their sprawling sixty-nine-room "cottages" here. Stately, historic homes are occasionally for sale for upwards of million, but smaller cottages start at 0,000. As for newer equestrian developments, Realtor Mike Hosang commends Brigadoon for its "green" approach, with 500 acres set aside for green space and riding trails, and a 40-acre grassy area for dressage, show jumping, training, and polo practice (brigadoonsc.com, carolinahorseproperties.com). And if you want to invest in more than just property, look to Dogwood Stable, headed by W. Cothran "Cot" Campbell, an entrepreneur who pioneered the idea of selling limited partnerships in racehorses, some of whom make it to the Derby (dogwoodstable.com).

RUNNER-UP

Georgetown, KY

With all due respect to Middleburg, Virginia, and Wellington, Florida, horse lovers should keep their eye on historic Georgetown, Kentucky, where the 1,224-acre Kentucky Horse Park will host the FEI World Equestrian Games in 2010 (the first time the "Olympics for Horses" will be held outside Europe).

1 2 3 4 5 6 Next Last



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INFORMATION

The Aiken Steeplechase Association is a semi-nonprofit organization that hosts two steeplechase racing events sanctioned by the National Steeplechase Association each year, the Imperial Cup in March and the Holiday Cup in October. It is comprised of a volunteer Board of Directors as well as community members and other supporters who strive to perpetuate the rich history of Steeplechasing in Aiken with the aid of the Aiken SERTOMA Club and other volunteers from our community. Profits from the races have aided Aiken charities such as Helping Hands, Inc., Hitchcock Woods Foundation, The Cumbee Center, Aiken S.P.C.A., Aiken Rescue Squad, Aiken Public Safety Horse Rescue Squad, National Steeplechase Association Injured Jockey Fund and the Aiken Thoroughbred Hall of Fame.

HISTORY

The Association was founded in Aiken in 1930 by several influential horsemen among these were Thomas Hitchcock, Temple Gwathmey and Harry Worchester Smith. The first official race was run in Hitchcock Woods (a beneficiary of the Aiken Steeplechase Association) along the Aiken Hounds draglines. Over a thousand people gathered to watch some from as far away as Camden. To keep them company, several hundred children from Aiken Prep and Fermata School were mounted on their ponies for a better chance at viewing the sport. Aiken has been home to many steeplechase greats and to many exceptional trainers: Thomas Hitchcock, the dean of American Steeplechasing and Ambrose Clark, one of the sport's greatest players, to name a few. Many other people have the passion for the sport and it is to their credit that it renewed in 1967 after a twenty-five year hiatus due to war and civic development.

The past efforts of Charlie S. Bird, III, G.H. Bostwick, MacKenzie Miller, Willard Thompson, Ford Conger, and Paul Mellon revived the tradition of Steeplechasing in Aiken and have left a legacy that the Association now calls upon again to secure the future of the sport.

Whether it is fact or fiction, the universal truth is that horses will always reign supreme in Aiken's history and in her future. It is the goal of the Aiken Steeplechase Association to continue this legacy started by these sporting gentlemen.



Imperial Cup

The tradition of Steeplechasing continues in Aiken with the 44th Renewal of the Aiken Spring Steeplechase on Saturday, March 20, 2010. The Committee seeks your continued support in making the day worthy of Aiken's sporting traditions and welcomes your participation for the benefit of the Helping Hands, Inc. and the Aiken Rescue Squad.

SCHEDULE OF EVENTS

Friday, March 19, 2010 Spring Gala "The Great Gatsby"

Details to come January 2010!

**Saturday, March 20, 2010
44th Running of the Aiken Spring Steeplechase**

9:30 AM: Gates Open
10:00 AM: Village of Shops Open
11:00 AM: Guarantor Tent Party Starts
1:00 PM: First Race
1:15 PM: Carriage Parade
1:30 PM: Second Race
2:00 PM: Third Race
2:30 PM: Fourth Race
3:00 PM: Fifth Race
3:30 PM: Sixth Race

General Admission Tickets \$10 in advance, \$15 at the gate.
Children 6 and under free.

Holiday Cup

The tradition of Steeplechasing continues in Aiken with the 18th Renewal of the Aiken Fall Steeplechase on Saturday, October 24, 2009. The Committee seeks your continued support in making the day worthy of Aiken's sporting traditions and welcomes your participation for the benefit of the The Hitchcock Woods Foundation and the Aiken Rescue Squad.

SCHEDULE OF EVENTS

**Friday, October 23rd, 2009
Fall Fete "The Gamekeeper's Lodge"**

7 p.m. Ford Conger Field
Dinner and Dancing
Entertainment by The Headliners
Individual tickets are \$90
Table of eight is \$720 (ten is \$900)

**Saturday, October 24th, 2009
18th Running of the Aiken Fall Steeplechase
Featuring the Southern Bank & Trust Holiday Cup**

9:30 AM: Gates Open
10:00 AM: Village of Shops Open
11:00 AM: Guarantor Tent Party Starts
1:00 PM: First Race
1:15 PM: Carriage Parade
1:30 PM: Second Race
2:00 PM: Third Race
2:30 PM: Fourth Race
3:00 PM: Fifth Race
3:30 PM: Sixth Race

General Admission Tickets \$10 in advance, \$15 at the gate.
NEW General Parking \$10 in advance, \$15 at the gate.
Children 6 and under free.

Telephone: (803) 648-9641
Toll Free: 1-888-648-9641
FAX: (803) 648-9544

2004 Aiken Steeplechase Board of Directors

Albert C. Bostwick, Jr.

James M. Geddes

Joannah Hall Glass

Lisa H. Handy

Howard M. Hickey, Jr.

Eugene H. Kneece, Jr.

Michael Norton

Mimie Percival

Warren Scherer

Jill S. Thomas

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President - Paul C. Sauerborn

Vice President - R. Bruce Duchossois

Vice President - Bernard E. Kane

Secretary - Georgianna Conger-Wolcott

Treasurer - Robert D. Wade

Aiken Steeplechase

Membership Application Form

Membership benefits include:

- Window Decal • Membership Pin •
- Annual Membership Party •
- Subscription to Newsletter •

Name _____

Address _____

City _____ State _____ Zip _____

Annual Fees: \$50

Make checks payable to:

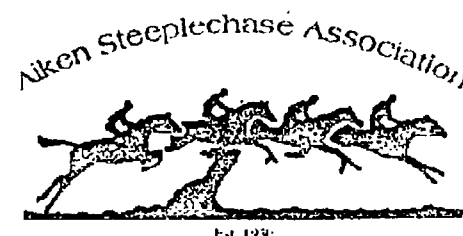
Aiken Steeplechase

P.O. Box 360

Aiken, SC 29802

Interested in volunteering for the
Aiken Steeplechase?

Call 803-648-9641



Aiken Steeplechase Association

P.O. Box 360

Aiken, SC 29802

803-648-9641

803-648-9541 (fax)

www.aikensteeplechase.com

info@aikensteeplechase.com

Located at the Aiken Training
Track on Two Notch Road

Progressive Show Jumping, Inc. Horse Shows 2010

USEF "A" Series

Jan 6-10	Highfields, Aiken, SC	AA – Aiken Winter I
Jan 13-17	Highfields, Aiken, SC	AA – Aiken Winter II
Feb 11-14	Highfields, Aiken, SC	A – Cupid Classic
Mar 3-7	Highfields, Aiken, SC	AA – March Madness I
Mar 10-14	Highfields, Aiken, SC	AA – March Madness II
Apr 15-18	SCEP, Camden, SC	A – SCHJA Benefit
Apr 21-25	Highfields, Aiken, SC	AA – Aiken Spring Masters
Apr 28-May 2	Highfields, Aiken, SC	AA – Aiken Spring Finale

PSJ Series

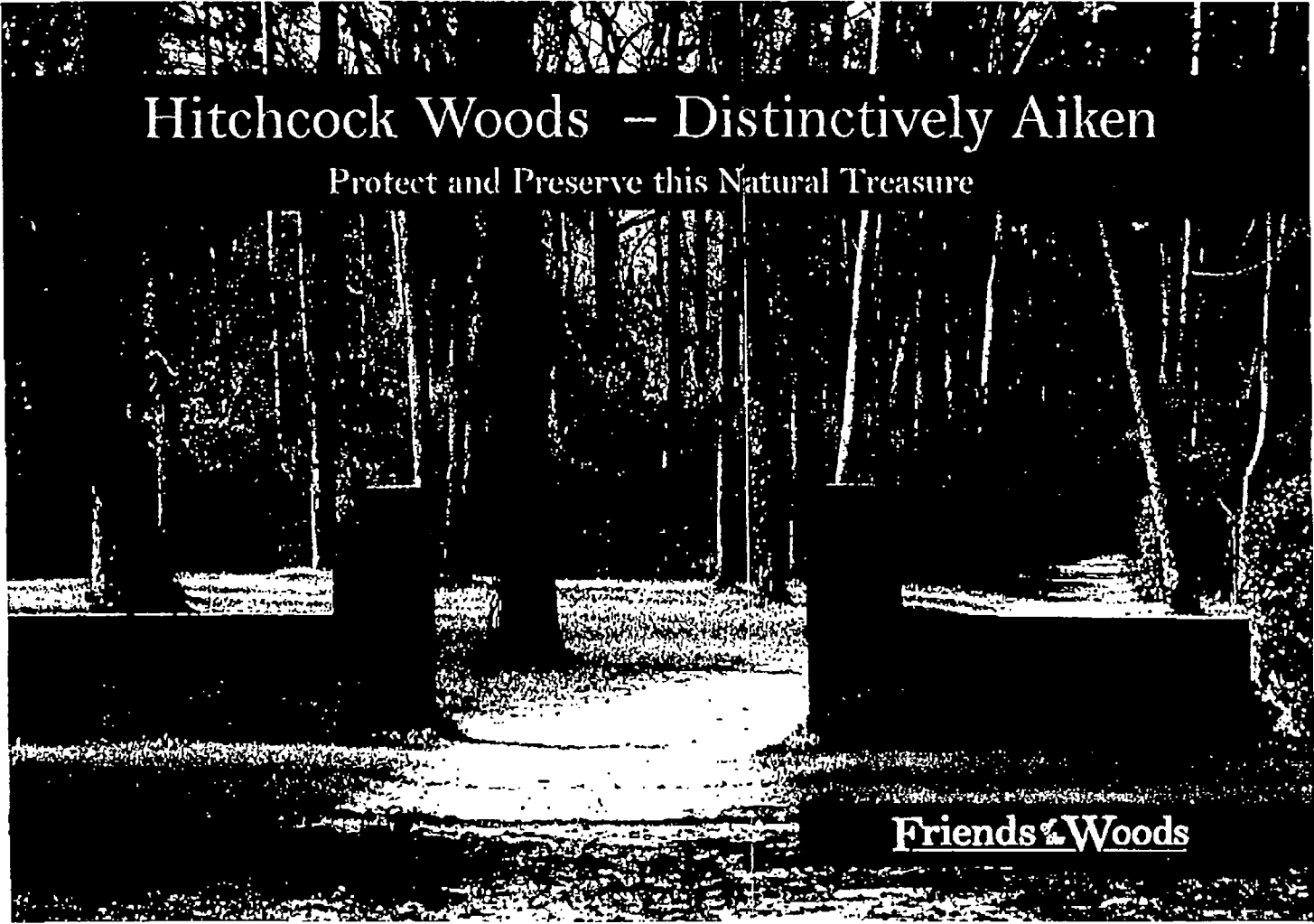
Jan 2-3	Highfields, Aiken, SC	L
Feb 6-7	Highfields, Aiken, SC	L
Feb 12-14	Canterbury, Newberry, FL	L
Feb 19-21	Canterbury, Newberry, FL	L
Feb 27-28	Highfields, Aiken, SC	L
May 15-16	Highfields, Aiken SC	L
May 22-23	FENCE, Tryon, NC	L
June 5-6	Highfields, Aiken, SC	L
June 11-13	Mullet Hall, John's Island, SC	L
July 2-4	Highfields, Aiken, SC	L
July 9-11	Pinehurst Track, Pinehurst, NC	L
Aug 6-8	FENCE, Tryon, NC	L
Sep 4-5	Pinehurst Track, Pinehurst, NC	L
Sep 25-26	Mullet Hall, John's Island, SC	L
Oct 8-10	FENCE, Tryon, NC	L
Oct 16-17	Highfields, Aiken, SC	L
Nov 5-7	Highfields, Aiken, SC	L – Medal Finals / Banquet

Just for Fun Series

Apr 10 *	Highfields, Aiken, SC	N
Aug 28	Highfields, Aiken, SC	N
Oct 30	Highfields, Aiken, SC	N
Nov 27	Highfields, Aiken, SC	N
Dec 11	Highfields, Aiken, SC	N

* = tentative. red = change of date from last year. Green = change of location from last year.

www.psishows.com - 803-649-3505 - psishows@aol.com



Hitchcock Woods – Distinctively Aiken

Protect and Preserve this Natural Treasure

Friends 4 Woods

The Hitchcock Woods

Once privately owned and enjoyed exclusively by Aiken's storied winter colony set, Hitchcock Woods is now owned by the Hitchcock Woods Foundation, a nonprofit organization that makes the Woods available to the community. This nearly 2,100-acre longleaf pine forest has 65 miles of marked trails available to hikers, runners, equestrians, and carriage drivers. Hitchcock Woods is home to the rustic Aiken Horse Show in early April, one of the oldest annual horse shows in the country. The Festival of the Woods is held each year in September.

HISTORY OF HITCHCOCK WOODS

Hitchcock Woods is closely associated with Aiken's early history as a winter resort and a center of sporting activity. Originally, Hitchcock Woods was part of a much larger tract of land purchased by Thomas Hitchcock and William C. Whitney. In 1939, Thomas Hitchcock and his daughter Helen Clark established the Hitchcock Foundation with the donation of almost 1200 acres of land. Mr. Hitchcock and Mrs. Clark became the first trustees of the Hitchcock Foundation, which was established to protect and maintain the woods for the recreational use and enjoyment by the people of Aiken.

In 1985, the Hitchcock Foundation purchased an additional 230 acres of land adjacent to the original tract. In the spring of 1991, the Aiken Preparatory School made a generous gift of 270 acres to the Foundation. An ambitious Campaign to Save The Woods involving many dedicated people resulted in the acquisition of 198 acres adjacent to the property previously owned by the Aiken Preparatory School. A gift from the Foxchase Homeowner's Association brings the total acreage owned by the Foundation to nearly 2000 acres.

Hitchcock Woods offers visitors the natural beauty and quiet solitude of a unique southern forest located in the midst of an urban area, The City of Aiken. Maintenance of the trails, jumps, bridges, signs, map boxes, as well as protection and management of the natural resources in the Woods, are all directed by the trustees who serve in the same spirit as the founding trustees.

The trustees would like to ask that while you are enjoying the woods, please:

- * No littering or smoking
- * No fires, firearms or firecrackers
- * No motorized vehicles
- * No bicycles
- * No hunting or fishing
- * Respect the rights of others who have come to enjoy the woods

The Hitchcock Woods are dependent upon the private support of those who value and enjoy this unique resource in Aiken. If you would like to support Hitchcock Woods, or would like more information, you may send your tax-deductible gift or inquiries to:

The Hitchcock Foundation
PO Box 1702
Aiken, SC 29802

Points of Interest

Memorial Gate

This brick gateway to the Hitchcock Woods was dedicated in Francis R. Hitchcock's memory by his friends in 1929.

Sand River	An unusual river of sand which winds through the forest has been the source of folklore and Indian legends.
Kalmia Trail	This narrow trail follows a ridge abundant with kalmia which blooms from late April to mid May.
Ridge Mile Track	Thomas Hitchcock built this track in the heart of Hitchcock Woods for training his race horses in the 1920s and 1930's. Mr. Hitchcock designed the famous Aiken-style fences which are still in use today.
Cathedral Aisle	When built in 1833 by the S.C. Canal & Railroad Company, the railroad from Hamburg to Charleston was the longest in the world. It was used briefly by America's first steam locomotive, "The Best Friend Express. The railbed was abandoned in the early 1850s and this portion is now a lovely trail.
Tea Cottage	This is the site of a cottage built by Mrs. Thomas Hitchcock's aunt, Miss Celestine Eustis. The cottage was used as a place for entertainment until it was lost to fire in the late 1970s.
Willie Barton's Place	Willie Barton farmed the property that is now known as Willie Barton's Place.
Low Country Ride	This hilly trail provides lovely views of Spanish Moss and offers a splendid display of early spring wildflowers.
Bebbington Springs	The flora in this area is representative of more mountainous regions.
Gamekeeper's Lodge	This is the location of the house where Monroe Heath, head woodsman for the Hitchcock family, lived.

Date: October 7, 2005
Media contact: Gail King, Chairman, The Hitchcock Foundation
Phone: 803-648-9184

HITCHCOCK FOUNDATION HIRES FIRST EXECUTIVE DIRECTOR

The Hitchcock Foundation is pleased to announce that it has hired Aiken resident Doug Rabold as the organization's first executive director. The full time position becomes effective October 17.

The executive director position was established to strengthen and diversify the organization's development initiatives and to support the board of trustees in implementing an endowment campaign. The executive director also will be responsible for daily operations of the organization.

"The growth patterns of this community and the rising costs of maintaining the Woods have made it imperative to prepare for future challenges in preserving and protecting Hitchcock Woods," said Gail King, chairman of the Hitchcock Foundation. "The Foundation has hired an executive director and will be developing a strategic plan to help the organization meet these challenges," she added.

The Hitchcock Foundation was established in 1939 with the donation of almost 1,200 acres of land by Thomas Hitchcock and his daughter Helen Clark. The Hitchcock Foundation has acquired several additional parcels of land over the years and today the organization owns over 2,000 acres, making Hitchcock Woods among the largest urban forests in the country.

The Foundation is responsible for protecting and maintaining the woods for the passive recreational use and enjoyment of the people of Aiken. The Foundation depends upon the private support of those who value this unique resource and the responsible use of those who visit the Woods.

"It is to the credit of so many hard working and generous trustees over the years that the Hitchcock Foundation has functioned so well without the benefit of an executive director," said Doug Rabold. "I am honored to accept this new position and I look forward to working with the board of trustees in sustaining the legacy of the Hitchcock family and upholding the tradition of the Hitchcock Foundation."

The board decided in May to create the executive director position and charged a search committee with evaluating all candidates. The search was initiated in June and the position notice was advertised in newspapers in South Carolina, North Carolina, and Georgia, as well as on two websites frequented by nonprofit professionals nationally. There were 35 applicants locally and from across the country.

Doug Rabold has lived in Aiken since 1990. He held several positions with Westinghouse Savannah River Company and once served as executive director at Aiken Center for the Arts. In 2003, he established Articulate, Ltd., which has been doing business as Rabold Gallery, a fine art gallery, and Strategic Communications, a communications consulting company. He is the founder of Art After Hours and Aiken After Hours. He serves as Chairman of the Aiken Arts Commission and as a member of the board of directors of Leadership Aiken County.

Public Users Guide

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Public Users Guide

(DRAFT) MISSION STATEMENT

The mission of Hitchcock Woods Foundation is to preserve the Hitchcock Woods in its most natural and ecologically healthy state and to manage the historic, passive recreational uses by pedestrians and equestrians.

PURPOSE

The following is an excerpt from the bylaws of the Hitchcock Woods Foundation.

Article Four of the Articles of Incorporation, as set forth in the Declaration and Petition for Incorporation, signed on September 4, 1939, reads as follows:

"The purpose of the said proposed corporation is exclusively charitable and eleemosynary, and the corporation, and all of its assets and property, will at all times be administered and operated exclusively for the benefit of, and in aid of, such charitable, eleemosynary, scientific, literary, or educational purposes, as, in the opinion of the trustees, will be in furtherance of the public welfare and tend to promote the well-being and well-doing of mankind, and/or to or for the use of the United States, or any state, territory, or any political sub-division thereof, or of the people thereof."

The Hitchcock Woods Foundation is a non-profit foundation. The Hitchcock Woods Foundation's purpose is to preserve and protect the forest known as the Hitchcock Woods in its most natural and ecologically healthy state for the use and enjoyment of the public. The Hitchcock Woods Foundation encourages passive recreational use so as to preserve the integrity and tranquility of the forest for all who visit.

The Hitchcock Woods Foundation is managed in accordance with a comprehensive management plan. Therefore, these guidelines have been established to ensure the health of the forest and the safety and enjoyment of the general public.

The Hitchcock Woods Foundation, at the discretion of the Board of Trustees, reserves the right to limit any and all activities in the Woods.

SAFETY WARNING

The Hitchcock Woods' natural environment inherently poses potential hazards. Visitors should exercise caution when visiting Hitchcock Woods. Please feel free to contact the Hitchcock Woods Foundation office with your concerns.

Phone: 803-642-0528
E-mail: info@hitchcockwoods.org

CODE OF CONDUCT

The Hitchcock Woods is not public property, but is privately owned and managed by the Hitchcock Woods Foundation. As part of its mission, the Hitchcock Woods Foundation welcomes visitors to enjoy the Woods through the traditional, passive recreational uses. All visitors are expected and required to honor all laws, rules, regulations, and guidelines applicable to any behavior and activity in the Woods. Signage posted at entrances and throughout the Woods provides reminders of this encompassing code of conduct.

Visitors are expected and required to honor the guidelines in this User Management Issues Manual. Many of these guidelines are "common sense" matters, while others have been developed through practical experience in managing activities in the Woods. All are necessary for the effective stewardship of the Woods, for the safety of visitors, and for the protection of homes and properties surrounding the Woods.

A person or persons found to be in violation of a law, rule, regulation, or guideline can and will be asked to discontinue their course of conduct immediately. Any individual who willfully continues to be in violation is subject to be served with a Notice of Trespass by the Aiken County Sheriff's Office. This notice will provide the individual with a description of the violation and an order to cease and desist. If the violation continues, the individual is subject to formal charges of trespassing.

The Hitchcock Woods Foundation appreciates your compliance with this code of conduct.

1. AIKEN HOUNDS

The Hitchcock Woods Foundation acknowledges the rich history and tradition of drag hunting in Hitchcock Woods and will uphold these traditions to the fullest extent possible. (See attached resolution.) Aiken Hounds participants should be aware of and sensitive to the Foundation's financial needs and are encouraged to support the Hitchcock Woods Foundation.

Following are the guidelines for Aiken Hounds:

- Aiken Hounds will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- A signed agreement will be renewed annually between the Hitchcock Woods Foundation and Aiken Hounds (see attachment).
- Aiken Hounds will secure liability insurance listing the Hitchcock Woods Foundation as additional insured and will submit proof of active coverage to the Hitchcock Woods Foundation.
- Aiken Hounds will solicit donations for the Hitchcock Woods Foundation and/or support the following events: Hunt Week, Hunter Pace, Aiken Horse Show, and Blessing of the Hounds.
- Seasonal signage listing dates and times that the Aiken Hounds will hunt will be posted.
- Special signage for special events will be placed two weeks prior to and removed immediately after the event. (If Hitchcock Woods Foundation staff members assist, the Hitchcock Woods Foundation will be compensated, plus direct costs.) This includes the events listed below:
 - Opening Meet
 - Hunt Week Fixture
 - Hunter Pace
 - New Year's Day Meet
- Fences will be overhauled annually in time for opening meet. Work will be done through Axe Club and the Hitchcock Woods Foundation forester and woodsmen.
- Aiken Hounds will be responsible for controlling the guests at the Blessing of the Hounds.
- Aiken Hounds will limit the total field at any given event to a maximum of 100.
- Aiken Hounds may volunteer as search leaders with the Aiken County Sheriff's Office when they are present in Hitchcock Woods.
- Aiken Hounds will always be sensitive to current trail conditions and will modify drag accordingly.
- Aiken Hounds will hand out an educational presentation package to members, visitors, fox hunters, Blessing of the Hounds participants, etc.
- Carriages and sets of polo ponies are advised to refrain from entering the Woods during posted hunt times.

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See guidelines for related topics / Issues:

Carriages, Equestrian, Etiquette / Behavior, Jumps, Polo Ponies, Trails, Volunteers
See attachments: Aiken Hounds resolution and agreement

2. ALCOHOL

- Alcohol may be present at special events sanctioned by the Hitchcock Woods Foundation including but not limited to the following: Aiken Hounds, Aiken Horse Show, Axe Club, Tea Cottage parties.
- License to serve alcohol will be obtained as required by law.

See guidelines for related topics / issues:

Prohibited Uses

3. CARRIAGES

The Hitchcock Woods Foundation acknowledges the rich history and tradition of carriage driving in Hitchcock Woods and will uphold these traditions to the fullest extent possible. Carriage drivers should be aware of and sensitive to the Foundation's financial needs and are encouraged to support the Hitchcock Woods Foundation.

Following are the guidelines for **individual carriage drivers** who ride in Hitchcock Woods:

- Carriage drivers will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- Stay on wide paths for safety and for the protection of the environment.
- Be responsible for awareness of special events and times not to enter the Woods (for example, Aiken Hounds hunts).
- Carriage drivers will always be aware of and sensitive to current trail conditions.

Following are the guidelines for **groups of three or more carriage drivers** who ride in Hitchcock Woods:

- Adhere to the guidelines above as well as to those below.
- Register with Foundation office prior to a scheduled drive.
- Driving clubs must provide special signage required to make other users aware of their presence in Woods. This signage must be placed two weeks prior to an event and must be removed immediately after the event. (If Hitchcock Woods Foundation staff members assist, the Hitchcock Woods Foundation will be compensated, plus direct costs.)
- The designated route must keep to the wide paths and must be cleared with the forester.
- Driving clubs must provide proof of specific liability insurance listing the Hitchcock Woods Foundation as additional insured for the time of the event. Proof must be provided prior to the event.
- Driving clubs will hand out an educational presentation package to members, visitors, etc.
- Carriages are advised to refrain from entering the Woods during posted hunt times.

See guidelines for related topics / issues:

Aiken Hounds, Equestrian, Etiquette / Behavior, For-Profit Activities, Prohibited Uses, Trails, Volunteers

4. DOG WALKERS

Following are guidelines for visitors with dogs. Violators will be subject to criminal and/or civil penalties for injuries or damages caused by their dogs under the South Carolina Code of Laws.

- Dog walkers will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- This opportunity must be regarded as a privilege and not a right.
- All dogs must be controlled by their handlers at all times.
- Control is accomplished with a restraining device such as a leash ... or a dog must be trained to obey an audible command to immediately return to its handler or to immediately stop movement and allow the handler to go to the dog and establish physical control.
- Under no circumstances will dogs be permitted to be out of their handler's sight.
- Under no circumstances will dogs be permitted to approach in a threatening manner and/or to make physical contact with other people or animals using the Woods.
- No person may engage in hunting or training for hunting or other competition in the Hitchcock Woods without prior written consent from the Hitchcock Woods Foundation.

See guidelines for related topics / issues:

Etiquette / Behavior, Pedestrians, Prohibited Uses, Trails, Volunteers

5. DUMPING

- Trash cans will not be placed at the entrances or parking areas for the Hitchcock Woods. Maintenance would be labor intensive and trash cans would attract nuisance pests such as insects and wild animals.
- The spreading or dumping of yard trash and/or manure will not be permitted in the Hitchcock Woods. Piles of accumulated yard trash would be an eyesore and a fire hazard as well as environmentally unhealthy for the forest. This is of particular concern in the Foxchase and Houndslake North areas.
- Notice will be given annually to adjacent landowners by way of written letter from the Hitchcock Woods Foundation to the Foxchase Home Owners' Association for use in its newsletter or on a case by case basis to a specific party when a complaint is made to the Hitchcock Woods Foundation office.
- Notices regarding this policy will be sent to local professional tree surgeons and landscapers.
- Violators in severe cases are subject to prosecution and fines under County ordinance.

See guidelines for related topics / issues:

Etiquette / Behavior, Pedestrians, Prohibited Uses, Trails

6. ENTRANCES AND PARKING AREAS

- Off-street parking rather than on-street parking is recommended for safety reasons.
- Parked vehicles must not block main entrances.
- No parking is permitted on the bridge path along Newberry Street.

- The Hitchcock Woods Foundation plans to designate, limit, and organize all entrances for trailers and/or vehicles.
- The formal entrances to the Woods are the Foundation's point of contact with users and must be used as an opportunity for communication. The Foundation plans to place a kiosk at every formal entrance to the Woods.
- The Foundation plans to have emergency access and 911 signage in place at all formal entrances. Each kiosk will include a laminated map with an arrow indicating in red "You are here."
- Foot paths created by private usage, especially where private property adjoins to the Woods, is discouraged. The Foundation cannot monitor the condition of these paths.

Information concerning entrances and parking (as of October 2005)
Currently, there are seven entrances to the Woods and five of the seven are on-street parking.

Entrance	Kiosk	Map Box	Capacity
Dibble Road	No	TBD	5 to 6 vehicles
Tea Cottage	Yes	TBD	5 vehicles
Clark Road	Yes	TBD	TBD
Berrie Road	No	TBD	TBD
Coker Spring	No	TBD	5 to 6 vehicles
Fulmer	Yes	TBD	15 to 20 trailers
South Boundary	Yes	TBD	15 vehicles, no trailers

7. EQUESTRIANS / TRAIL RIDING CLUBS / SEASONAL EQUESTRIANS / EVENTERS

The Hitchcock Woods Foundation acknowledges the rich history and tradition of individual riders, trail riding clubs, and events in Hitchcock Woods and will uphold these traditions to the fullest extent possible. All riders should be aware of and sensitive to the Foundation's financial needs and are encouraged to support the Hitchcock Woods Foundation.

Following are the guidelines for all equestrians and trail riding clubs:

- All equestrians will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow Instructions on all "yield" signage as described in this document.
- Be responsible for awareness of the times of special events.
- Be responsible for awareness of prohibited activities and uses in the Woods.
- Groups of 10 or more must register with the Hitchcock Woods Foundation office prior to the day of the ride if 10 or more riders are riding together. Indicate entrance to be used and general area in which the group plans to ride.
- Stay on trails.
- Riders are advised to wear hard hats when riding in the Woods.
- Riders are advised to use identification for both the rider and the horse to assist in reuniting the two in the event that they become separated in the Woods.

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- The Hitchcock Woods Foundation is willing to have a representative speak to clubs or provide them with an educational presentation package.

- Dogs are permitted to be walked with horses, but the rider must adhere to the guidelines as stated in the section entitled Dog Walkers.
- The field for any given ride or event is limited to a maximum of 100.
- Local riders, seasonal equestrians, and eventers alike will be asked to volunteer with Axe Club.
- Riders may secure a copy of the Hitchcock Woods Foundation's educational presentation package from any of the following contacts:
 - Linda McLean, Mike Rubin, Bob White, or Gina Salatino, Freddie Gilligan
 - Aiken Chamber of Commerce
 - Annie's Inn
 - Ashwood Equestrian Center
 - Carriage House Inn
 - Clark Stable
 - Foxchase Homeowners Association
 - Holly Berries
 - McGee Miles Track
 - The Green Boundary
 - The Willcox Inn
 - Whitney Trust

Following are the guidelines for **seasonal equestrians and eventers**:

- All seasonal equestrians and eventers training in Aiken during the winter will adhere to all of the above guidelines and as well as those in this section.
- Because the numbers of seasonal equestrians and eventers are increasing, these individuals will be asked to cooperate with the Hitchcock Woods Foundation in identifying users of the Woods to ensure communication and education.
- Seasonal equestrians and eventers will be asked to assist in the education of users and will be asked to provide educational presentation packages to stables where they board their horses.

Local trainers and livery stables (for-profit activities) that use Hitchcock Woods will adhere to all of the guidelines listed above as well as these related topics listed in this document: Carriages, Dog Walkers, For-Profit Users, Polo Ponies.

See guidelines for related topics / issues:

Aiken Hounds, Alcohol, Carriages, Dog Walkers, Etiquette / Behavior, For-Profit Activities, Jumps, Polo Ponies, Prohibited Uses, Trails, Volunteers,

8. ETIQUETTE / BEHAVIOR / YIELD SIGNAGE

- All Woods visitors are expected to be courteous to others and to be respectful of the land, vegetation, and wildlife.
- All Woods visitors are expected to adhere to the rules stated on the "Yield" signs.
- This symbol of etiquette is depicted as follows:
 - Yield symbol with the words "Always yield to" inside it
 - "Trail Courtesy" above the "yield" symbol
 - "Pause then Pass" below the symbol

See guidelines for related topics / issues:

Carriages, Dog Walkers, Dumpers, Equestrians, Pedestrians, Prohibited Uses, Runners, Trails, Volunteers

9. EXOTICS

- The Hitchcock Woods Foundation will not permit, for any reason, the intentional introduction, removal, or destruction of plants, animals, or artifacts to the Hitchcock Woods.
- Please refer to pages 28 and 29 of the Hitchcock Woods Foundation Management Plan. There is a section entitled "Control of invasive species" that includes a set of four guidelines for exotic species control.
- Additionally, please refer to page 139, Sections 7a and 7b, of the Foundation's Conservation Easement.

10. FIELD TRIPS (EDUCATIONAL)

Following are guidelines for **Non-School Groups of 14 or more pedestrians** (for example, Newcomers Club, scouts, garden clubs, area church groups, etc.):

- Groups will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- Groups wishing to make a field trip to the Hitchcock Woods will register with the Hitchcock Woods Foundation office one week prior to the date of the trip.
- An application and a copy of the general guidelines for pedestrians will be sent from the Hitchcock Woods Foundation to the registering organization for signature. This should be returned in advance of the visit.
- Information required from groups registering will include:
 1. Purpose of the trip
 2. Number of people attending
 3. Approximate length of time to be spent in the Woods
 4. Entrance from which the group will plan to enter and exit the Woods
 5. Contact's name, signature, phone number, organization's name if applicable.
- The Hitchcock Woods Foundation requests a donation from groups other than public school groups to support the Hitchcock Woods Foundation.

Following are guidelines for **School Groups**:

- School groups will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- An annual letter will be sent in the fall to the Aiken County School District office for circulation to all area public schools stating that field trips are welcome, but that one week's advanced registration with the Hitchcock Woods Foundation is required. A similar letter will be sent in the fall to all local private school principals.
- An application and a copy of the general guidelines for pedestrians will be sent from the Hitchcock Woods Foundation to the registering school group for signature. This should be returned in advance of the visit.

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- The Hitchcock Woods Foundation will require the following information of all school groups registering:
 1. Purpose of the trip
 2. Number of students attending

3. Number of adult chaperones attending
4. Approximate length of time to be spent in the Woods
5. Entrance from which the group will plan to enter and exit the Woods
6. Contact's name, signature, phone number, school's name if applicable

Docents

- It is suggested that either a representative from the Hitchcock Woods Foundation or a trained docent meet and greet all groups that register for a first time visit to the Woods prior to the start of their field trip. The purpose would be to inform the group of the basic guidelines for safety and protection of the flora and fauna in the Woods.
- If a guided tour is required, a donation to the Hitchcock Woods Foundation will be requested.

See guidelines for related topics / issues:

Etiquette / Behavior, Pedestrians, Prohibited Uses, Scouts, Scientific Use Policy, Trails

11. FILM CREWS

- Requests for access to the Woods must be made in writing to the Hitchcock Woods Foundation's office and approval must be secured at least one week in advance of the scheduled visit.
- If a vehicle is required, a member of staff or a guide representing the Hitchcock Woods Foundation will accompany the crew.
- If the Hitchcock Woods Foundation staff assists, the Hitchcock Woods Foundation will be compensated, plus direct costs.

12. FISHING / GAME HUNTING / TRAPPING

- The Conservation Easement and new ordinances prohibit these activities.
- Also see guidelines for Prohibited Uses.

13. FOR-PROFIT ACTIVITIES

The obvious for-profit users of Hitchcock Woods (for example, Livery Stables, Carriage Tours) will be solicited for a donation each year.

- For-profit users will be asked to support the Woods by participating in Axe Club.
- Professionals who use the Woods for their businesses will be provided educational presentation packets from the Hitchcock Woods Foundation to provide to their new customers, including:
 1. Map of the Woods
 2. Guidelines brochure
 3. Form to be completed and returned to the Hitchcock Woods Foundation office with the client's/customer's name, address, email, etc.

See guidelines for related topics / Issues:

Carriages, Equestrians, Etiquette / Behavior, Pedestrians, Prohibited Uses, Scientific Use Policy, Trails, Volunteers

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14. JUMPS

All equestrians who use the jumps in Hitchcock Woods must adhere to all of the guidelines listed in the equestrian section as well as those that follow:

- Equestrian jumping in the Hitchcock Woods will be undertaken at the sole risk of the rider and the Hitchcock Woods Foundation will not be liable for injuries or accidents sustained during such activities. (Horsemen's Act Signs)
- The Hitchcock Woods Foundation recommends that riders do not engage in jumping when riding alone.
- Gaylard's Fences and Crawford's Fences are maintained as schooling areas only and are not arranged jumper courses.
- Riders will replace fallen jump rails and report broken rails to the office as soon as possible.

Please refer to page 136, Section 3d, of the Foundation's Conservation Easement

See guidelines for related topics / issues:

Aiken Hounds, Equestrians, Etiquette / Behavior, Prohibited Uses, Special Events, Volunteers

15. MEMORIALS / MEMORIAL SERVICES

- Monetary memorial donations can be made to the Hitchcock Woods Foundation.
- No physical memorials can be placed in the Woods.
- Memorial services can be held at Memorial Gate or the Tea Cottage only.
- Groups must register with and get permission from the Hitchcock Woods Foundation before conducting a memorial event in the Woods.
- Ashes may be spread anywhere in the Woods, but from trails only.
- Memorial services should not last more than one hour.
- Memorial service sites must be left in the condition in which they were found.
- Motorized vehicles are not allowed in the Woods.
- Audio equipment is not allowed in the Woods.

See guidelines for related topics / issues:

Carriages, Equestrians, Etiquette / Behavior, Exotics, Pedestrians, Prohibited Uses, Tea Cottage Policy, Trails

16. METAL DETECTORS

- Unauthorized use of metal detectors is not permitted in the Woods.

See Guidelines for related topics / Issues:

Prohibited Uses, Scientific Use Policy

17. PEDESTRIANS

Pedestrians who use the Woods should be aware of and sensitive to the Foundation's financial needs and are encouraged to support the Hitchcock Woods Foundation.

Following are the guidelines for pedestrians visiting the Woods:

- Pedestrians will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- Be responsible for awareness of special events and their times.
- Pedestrians must be aware of prohibited activities and uses of the Woods.
- When encountering a horse, be aware of the following: Because horses have limited vision, they can become frightened very easily and can injure themselves as well as riders or pedestrians. When horses come into view, please remember:
 1. Slow down and stop.
 2. Stand in a visible place. Do not move off the trail.
 3. Speak to the rider/s as you approach to make your presence known.
 4. Do not touch the horses unless invited to do so.
 5. Ask the rider when it is safe to pass.
 6. Move away quietly and slowly.
- Pedestrians with small children must remember that, to ensure everyone's safety, children must be restrained when approaching horses or strange dogs.

Groups of pedestrians (more than 14 persons)

- Groups must register with the Hitchcock Woods Foundation office at least 10 days in advance of the scheduled visit. Groups must indicate the entrance to be used and the general area/s that will be visited.

See guidelines for related topics / issues:

Etiquette / Behavior, Dog Walkers, Educational Field Trips, Prohibited Uses, Volunteers

18. POLO PONIES

The Hitchcock Woods Foundation acknowledges the rich history and tradition of polo in Aiken and will uphold and honor these traditions to the fullest extent possible. Riders and trainers of polo ponies who use the Woods should be aware of and sensitive to the Foundation's financial needs and are encouraged to support the Hitchcock Woods Foundation.

Following are the guidelines for riders and trainers of polo ponies visiting the Woods:

- Riders and trainers will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- Stay on trails.
- Riders are advised to wear hard hats when riding in the Woods.
- Riders are responsible for awareness of prohibited activities.
- Riders are advised to use identification for both the rider and the horse to assist in reuniting the two in the event that they become separated in the Woods.
- Riders are encouraged to participate in volunteer opportunities (for example, Axe Club).

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- Be responsible for awareness of special events and times that sets of polo ponies should not enter the Woods (for example, Aiken Hounds hunts).
- Tethering of ponies is discouraged.
- No coupling or tying of horses together is permitted.

- No mallets or balls are permitted in the Woods.
- Limit to one rider with no more than three additional ponies.

See guidelines for related topics / issues:

Equestrians, Etiquette / Behavior, For-Profit Activities, Prohibited Uses, Trails, Volunteers

19. PROHIBITED USES

The following are prohibited from Hitchcock Woods, except as authorized elsewhere in the User Management Issues Manual:

- Alcohol
- Audio equipment
- Bicycles
- Firearms
- Fires (including candles and lanterns)
- Fireworks
- Fishing
- Game hunting
- Littering
- Metal detectors
- Moonlight rides
- Motorized vehicles (except for use by management)
- Overnight camping
- Smoking
- Trapping
- Use after dark

20. RUNNERS

All runners who use the Woods should be aware of and sensitive to the Foundation's financial needs and are encouraged to support the Hitchcock Woods Foundation.

Following are the guidelines for **all runners** visiting the Woods:

- Runners will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- Groups of 14 or more must register with the Hitchcock Woods Foundation office prior to a scheduled event.
- Runners are responsible for awareness of prohibited activities and uses in the Woods.
- Stay on the trails at all times to protect the fragile soils, the vegetation, and the wildlife.
- Organized events (races) will require a modified set of etiquette guidelines.

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- Each area school that has a cross-country / track team will receive a letter each semester (August and January) to advise them of the Foundation's current guidelines regarding running in the Hitchcock Woods.

- If a group of runners wants to conduct training or races in the Woods, they must agree to hold a brief orientation of the Foundation's etiquette guidelines by one of the Hitchcock Woods Foundations designees.
- The Hitchcock Woods Foundation will conduct a specific presentation with information on how the Woods are managed, who manages the Woods, and the general costs involved in managing the Woods.

Training or casual runners must observe the following guidelines:

- When encountering pedestrians, pedestrians with dogs, or pedestrians with children, be courteous and slow to a walk or stop. (Dogs might chase a runner.)
- When encountering a horse and rider or carriage from the front, slow to a walk, stop if necessary. Ask if it is safe to pass and move away quietly and slowly.
- When encountering a horse and rider or carriage from behind, speak to the rider as you approach to make your presence known. Ask the rider when it is safe to proceed. Move away quietly and slowly.
- Stand in a visible place and do not hide off the trail.
- Large groups of runners pose more of a disturbance to horses, so spread out on the trail into groups no larger than two to three runners.
- Do not touch the horses unless invited to do so.

Event and race runners must observe the following guidelines:

- The Hitchcock Woods Foundation reserves the right to limit the number of events / races.
- The Woods manager or a designee will be present for set up, during the race, and clean up.
- An appropriate trail marking system must be utilized. If Hitchcock Woods Foundation staff members assist, the Hitchcock Woods Foundation will be compensated, plus direct costs.
- The following are required: appropriate notification, signage at entrances one week in advance, and phone calls to immediate area stables giving time, date, and location of the event. The Hitchcock Woods Foundation office will make the phone calls to notify stables.
- Volunteers must be located on appropriate trails to notify Woods visitors that a race is in progress.
- Appropriate waivers must be signed by all runners and delivered prior to the start of the event.
- Organized events (races) are the only exception where it is not a requirement to slow down when encountering a horse or other visitors. However, runners are expected to exercise caution if horses are encountered during an event.
- Runners need to be aware of the noise they make and its effect on the horse's behavior.

See guidelines for related topics / issues:

Etiquette / Behavior, For-Profit Activities, Prohibited Uses, Trails, Volunteers

- All research participants will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
 - Follow instructions on all "yield" signage as described in this document.
 - The Hitchcock Woods Foundation encourages the use of the Hitchcock Woods for any and all forms of legitimate scientific research and educational activities, particularly those forms of research and educational activities that could provide a better understanding of the natural ecological resources present on the Hitchcock Woods property and therefore provide for their more effective management.
 - Such research might include, but is not limited to, the following fields: archaeology, botany, environmental chemistry, basic ecology, entomology, forestry, geology, herpetology, hydrology, ichthyology, limnology, mammalogy, meteorology, ornithology, and invertebrate zoology.
 - All research must be approved in advance by the Hitchcock Woods Foundation Board of Trustees or any group so authorized by the Board.
 - Individuals or institutions wishing to conduct research and/or educational activities in the Hitchcock Woods will provide a brief proposal that will be evaluated by the Woods Committee of the Board of Trustees.
 - Such a proposal may be sent out for independent anonymous peer review, which may be considered in making recommendations to the Board for final approval or denial of the request.
 - Research or educational proposals will provide a brief but clear statement of the goals of the proposed activity and the particular benefits which might ensue from the results which are expected to be produced.
 - A brief outline of methodology will also be included, along with appropriate biographical materials and/or professional vitas of all staff who will be directly involved in the work and/or will be responsible for the analysis of the results produced.
 - Upon completion of the activity, a brief summary of the results obtained will be provided to the Hitchcock Woods Foundation.
 - Any publication of results from studies in the Hitchcock Woods will acknowledge the Hitchcock Woods Foundation for permission to work in the Hitchcock Woods.
 - All results of research conducted will be made available to the Hitchcock Woods Foundation for use as the Board of Trustees sees fit.
 - The Hitchcock Woods Foundation will retain a royalty-free copyright to the use of any published findings that might result from any research undertakings.
 - The Hitchcock Woods Foundation will be named to share in any financial benefits that result from and accrue to the research and/or the researcher/s home institution/s as a consequence of using the Woods property. The amount of such revenue sharing, if any, will be negotiated at the time of evaluation of the proposal by the Woods Committee and before research actually begins.
 - Any scientific study or educational activity that involves the Hitchcock Woods property will meet any and all requirements for scientific research that might be instituted and required by the home institution of the investigator/s. Such requirements might include, but are not limited to, the home institution's requirements for safety, confidentiality, and animal use certification.
 - All flora and fauna studies will be conducted in such a manner as to cause minimal disturbance to the Woods.
 - If possible, all research will be conducted in areas of infrequent use.
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- Research sites that must be flagged will be done so in a manner as to minimize unsightliness.

- Any research or educational activity conducted by students on the Hitchcock Woods property must be under the direct supervision of a responsible teacher and/or researcher whose credentials must be provided for the Board's approval.
- Research sites must be returned to a natural state upon completion of the study.
- A teacher who is supervising a student conducting a research or educational activity agrees to deduct points from the student's grade if the research site is not returned to its natural state upon completion of the study.
- Any person or group granted permission to undertake research and/or educational activities on the Hitchcock Woods property will also be required to execute an appropriate Hold Harmless agreement on behalf of the Hitchcock Woods Foundation and its Board of Trustees.

See guidelines for related topics / issues:

Field Trips (Educational), Etiquette / Behavior, Exotics, Pedestrians, Prohibited Uses, Trails

22. SCOUTS

To foster present and future stewards of the Hitchcock Woods, the Hitchcock Woods Foundation commits to the following:

- An effort to familiarize local scout troops with the Foundation's activities to provide stewardship of the Woods
- An open invitation to be involved in existing volunteer activities (for example, Axe Club, Horse Show, and Eco Tent)
- A welcome to consider the Woods as a location for Eagle Scout projects.

Following are the guidelines for Scouts visiting the Woods:

- Scouts will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- All Eagle Scout projects must be approved by the Hitchcock Woods Foundation.
- Overnight camping in the Woods is prohibited.

See guidelines for related topics / issues:

Pedestrians, Educational Field Trips, Etiquette / Behavior, Prohibited Uses, Trails, Scientific Use Policy, Volunteers

23. SIGNAGE

- Visitors to the Woods must observe and honor signs posted at entrances, on kiosks, on trees, and on fence posts.
- Not all potentially hazardous conditions in the natural environment can be marked with signage. Visitors should exercise caution when visiting the Woods and do so at their own risk.

24. SMOKING / FIRES / FIREARMS / FIREWORKS

Fire presents a particular hazard to the Hitchcock Woods and to the safety of visitors.

- Smoking of any kind in the Woods is prohibited at all times and violators are subject to prosecution.
- Fires (including lanterns and candles) are prohibited in the Woods unless authorized in writing by the Hitchcock Woods Foundation.
- Firearms and fireworks are prohibited in the Woods.

See guidelines for related topics / issues:
Prohibited Uses

25. SPECIAL EVENTS

- The Hitchcock Woods Foundation reserves the right to limit any and all activities at the discretion of the Board of Trustees.
- Requests by individuals and institutions wishing to conduct a special event in Hitchcock Woods must be submitted in writing to the Hitchcock Woods Foundation office. Special events are not limited to but include the following:
 1. Weddings
 2. Funerals
 3. Gatherings
 4. Processions
- Special events that require considerable set up must be in keeping with the natural surroundings and appropriate for the Woods.

See guidelines for related topics / issues:
Aiken Hounds, Carriages, Equestrians, Etiquette / Behavior, Exotics, Memorials, Pedestrians, Polo Ponies, Prohibited Uses, Runners, Scientific Use Policy, Tea Cottage Policy, Trails

26. TEA COTTAGE POLICY

The Tea Cottage is the standard location for parties and any other location will require approval by the Board of Trustees.

- All guests will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- The Hitchcock Woods Foundation will charge a fee for the use of the Tea Cottage area. This fee includes the charge for the presence of the forest manager and woodsman.
- A woodsman and/or the forest manager must be present to oversee set-up, fires, and clean-up after the party. (A woodman and/or the forest manager will remain present and oversee safety during the event unless a board member is present for the duration of the event and is willing to accept responsibility.)
- Proof of specific liability insurance (minimum of \$1,000,000) with the Hitchcock Woods Foundation named as additional insured for the event must be provided to the Foundation staff prior to the event.

- Renter will contact Aiken Department of Public Safety to arrange their presence and the presence of their fire truck during the event if a fire is used. (Officers receive time and 3/4.)
- The Tea Cottage is part of a delicate ecosystem and the number of people for an event and the number of events held in the Woods may have to be limited by the Hitchcock Woods Foundation. The renter will provide the Foundation with a maximum number of guests prior to event.
- Motor vehicles may be allowed to park in the Woods at the Tea Cottage site, depending on the number of vehicles expected and soil conditions at the time of the event.
- Permission must be requested from the Hitchcock Woods Foundation for each separate activity or event by a group or an individual in advance of the scheduled date.
- Renter will rent Portalets and will ensure that they are placed near the main trail, and that they are removed in a timely fashion.
- Tents are permitted with prior approval only. The renter will handle all contacts and contracts for the rental of a tent.
- The tent location must be approved by the Hitchcock Woods Foundation.
- Gratuities for the Foundation's Woods employees are encouraged.
- Music is allowed, but is subject to local noise ordinances.
- Renters must be aware that Hitchcock Woods is under the jurisdiction of local law enforcement.

See guidelines for related topics / issues:

Alcohol, Equestrians, Etiquette / Behavior, Prohibited Uses, Pedestrians, Smoking

27. TRAILS

- Visitors must stay on the existing trails as delineated on the map for safety reasons and to protect the fragile ecosystem from degradation.
- Visitors may not create new trails.
- The temporary marking of trails for special events and subsequent clean-up will be approved by the Hitchcock Woods Foundation. (If Hitchcock Woods Foundation staff members assist, the Hitchcock Woods Foundation will be compensated, plus direct costs.)

Please refer to pages 36-38 of the Management Plan.

Additionally, refer to Conservation Easement, page 136, Section 3f.

See guidelines for related topics / issues:

Aiken Hounds, Carriages, Equestrians, Etiquette / Behavior, Memorials, Pedestrians, Runners, Scientific Use Policy, Special Events, Volunteers

28. USER FEES (PEDESTRIAN AND EQUESTRIAN)

- The Hitchcock Woods Foundation will collect compensation for "extra" duties that are provided by the Foundation's staff to assist users (for example, film crews, field trips, tours, running races, Tea Cottage rentals). If Hitchcock Woods Foundation staff members assist, the Hitchcock Woods Foundation will be compensated, plus direct costs.

- The Hitchcock Woods Foundation will encourage all Woods users to purchase a membership.

See guidelines for related topics / issues:

Aiken Hounds, Carriages, Equestrians, Field Trips, For-Profit Activities, Polo Ponies, Runners, Pedestrians, Tea Cottage Policy, Special Events, Volunteers

See guidelines for related topics / issues:

Etiquette / Behavior

29. VOLUNTEERS

The Hitchcock Woods Foundation attempts to offer diverse volunteer activities in order to appeal to a broad spectrum of users who are interested in supporting the important work the Hitchcock Woods Foundation.

- Volunteers will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- The Hitchcock Woods Foundation has a volunteer group called the **Axe Club** that meets on a regular basis during winter months to work on trails, jumps, etc.
- Volunteers assist with preparation for **Aiken Horse Show** as well as preparing jumps for hunt season.
- The Hitchcock Woods Foundation acknowledges the importance of educating youth to be future stewards of the environment and the Woods. Therefore, the Hitchcock Woods Foundation encourages youth to volunteer for the Hitchcock Woods Foundation to fulfill **community service requirements that pertain to a school curriculum**.
- **Woods Watch Volunteers** is an internal network for use in an emergency in the Woods. Woods Watch Volunteers are neighbors, frequent users, equestrians, stable owners, and others. The Woods Watch Volunteer list is updated every other year. A laminated list of phone numbers and emergency procedures is sent to every Woods Watch Volunteers member.

See guidelines for related topics / issues:

Aiken Hounds, Etiquette / Behavior, Prohibited Uses, Scouts

Whiskey Road Foxhounds



Hunt Week is an annual festival of hunting that is held during the first week of February. Starting with a Thursday meet, Hunt Week will be February 4-11, 2010, incorporating five hunts and a variety of social functions. The Hunt Ball will be February 5.

Our annual hunt ball, gourmet breakfasts, tailgates and cocktail parties all contribute to a festive celebration of horse and hound. Our guests come from as far as Canada , New England, Florida and numerous points west. On our biggest day, the first Sunday, our combined fields can number as many as 130 riders. In country that comprises thousands of acres, there is ample room for everyone.



You are cordially invited to participate in
Whiskey Road Fox Hounds
Hunt Week 2010
Aiken, South Carolina

Hunt Week 2010 will begin on Wednesday evening, February 3rd, and run through Thursday, February 11th. Attendance is by invitation only and to allow for a manageable size field, the number of RSVP's will be limited. Our hunt country is sandy trails, pine woods, open crop land and pasture land. The footing is excellent. Several of our fixtures are paneled with jumps not to exceed 3 feet. There is a second field which does not jump. We chase primarily coyote and fox, occasionally bobcat. It is recommended that you NOT bring first season GREEN horses.

The Hunt Ball will be held on Friday, February 5th at the Woodside Plantation Country Club. If you wish to attend the Ball, please indicate this on your RSVP form.

Please fill out the attached RSVP form and the attached Waiver of Liability. Return both with a check made out to Whiskey Road Foxhounds. **If your RSVP form is received INCOMPLETE, it and your check will be returned to you and you will not have a reservation until a completed RSVP is received.** All reservations are first come first confirmed.

No refunds for cancellations after January 15th.

If after this date you have an emergency preventing your participation in Hunt Week 2010 please contact Lynn Smith, MFH, Treasurer (803-649-0638) immediately. The individuals on our waiting list will be given first priority for your reservation. If none of the individuals on the waiting list can come you may submit a substitute for approval. If a substitute is found for you, then you will get a refund.

Upon our receipt of your completed RSVP package your place in the Hunt Week 2010 field will be confirmed by e-mail. In mid-January you will receive a detailed schedule for Hunt Week and directions to all of the fixtures and parties.

Yours in foxhunting,
Lynn Smith, MFH, David Smith MFH, Gail Flintom, MFH
Whiskey Road Foxhounds
Aiken, SC

Invitations to Whiskey Road Foxhounds Hunt Week is extended via e-mail, please keep us informed of any changes in your email address throughout the year so that you will continue to receive your invitation. Gail Flintom gflintom@att.net or gflintom@yahoo.com.

Hello Friends of Whiskey Road Foxhounds!

We hope you all are having a good hunt season so far. Here in Aiken, SC it's that time of year when we start looking forward to WRFH's Hunt Week 2010 which is going to be Feb. 4-11 this season. Your Invitation is attached as well as, a 2 page RSVP, Helpful Information and a Waiver of Liability form. There are 4 attachments altogether.

Please let me know if you have a problem with opening any of these attachments.

As in the past, we will be limiting the size of the hunt fields so as not to intimidate our landowners. However in an attempt to accommodate our guests with more flexibility you will now have a choice from three formats in which you can experience a Whiskey Road Foxhounds Hunt Week which you will see on your RSVP form.

You may either attend the entire Hunt Week or you may attend either the pro-rated first half or second half of Hunt Week.

To be considered for participation, you will need to print and return the completed 2 page RSVP, and the Waiver of Liability with your check.

We're really looking forward to seeing everybody during this upcoming Hunt Week - the "veterans" and certainly the "newcomers"!

Yours in foxhunting,

Gail Flintom, MFH

803-644-7650

gflintom@att.net or gflintom@yahoo.com

Lynn and David Smith, MFH's

803-649-0638

lsmith601@bellsouth.net

WHISKEY ROAD FOXHOUNDS HUNT WEEK 2010 ~ RSVP

(This 2 page form must be completely filled out and returned with a check and a properly completed Waiver of Liability in order to be considered a reservation)

		NUMBER ATTENDING
WEDNESDAY, FEB. 3	Happy Hour & Welcome to Hunt Week 2010	_____
THURSDAY, FEB. 4	Stirrup Cup, Hunt & Tailgate	_____
FRIDAY, FEB. 5	Stirrup Cup & Hunt	_____
	HUNT BALL	_____
SATURDAY, FEB. 6	Aiken Hounds formal drag hunt and breakfast at the Green Boundary Club. <u>Reservations required</u> and must be made separately by each individual with Linda McLean, MFH Call: 803-646-7111 or 641-7111 before January 31st for specific details. Cap: \$50 Breakfast Fee: TBA	_____
SUNDAY, FEB. 7	Stirrup Cup and Hunt	_____
	Hunt Breakfast & Puppy Auction	_____
MONDAY, FEB. 8	Hunt Week Gala – Cocktail Party at The Willcox. To benefit the Hitchcock Woods Foundation. Piano entertainment provided by Namon Corely. Separate reservations required at \$75 per person. Invitations will be mailed to homes on January 5. Call 803-642-0528 after January 12 if no invitation. Admission helps maintain the Hitchcock Woods and \$50 is tax-deductible.	_____
TUESDAY, FEB. 9	Stirrup Cup & Hunt	_____
	Evening Cocktail Party	_____
WEDNESDAY, FEB. 11	Aiken Area Day - hack in Hitchcock Woods, give your horses a rest - go shopping - see Aiken	_____
	Evening Party	_____
THURSDAY, FEB. 12	Stirrup Cup & Hunt	_____
	Closing Hunt Week 2010 Breakfast	_____

Scroll down to continue to Page Two of RSVP forms.....

Page 2

FEES

AMOUNT ENCLOSED

\$450 per person* for all WRFH hunts and parties Feb. 3-11

\$300 per person* for WRFH hunts and parties Feb. 3-7

\$300 per person* for WRFH hunts and parties Feb. 7-11

Fees include a \$50 registration fee which is non-refundable
should a cancellation be necessary for any reason whatsoever).

Formal Hunt Ball \$120/person - Open bar

TOTAL AMOUNT ENCLOSED

** Non-riding spouses of riding guests are welcome to attend WRFH parties at no additional charge.*

Please make all checks payable to Whiskey Road Foxhounds.

Mail check, 2 page RSVP form and Waiver of Liability to:

Mrs. Lynn Smith, MFH, Treasurer
601 Old Dibble Rd.
Aiken SC 29803.

For questions, phone Lynn Smith, MFH 803-649-0639 or Gail Flinton, MFH 803-644-7650

NAME(S) _____
(Please print legibly)

HOME PHONE _____ CELL PHONE _____

ADDRESS _____ HUNT
AFFILIATION _____

_____ E-MAIL _____

WHERE WILL YOU BE STAYING IN AIKEN?

_____ PHONE _____

I would like my name, address, phone # and e-mail address included in a Hunt Week Directory to be electronically (e-mail) distributed to Hunt Week guests and WRFH members following Hunt Week? YES _____ NO _____

EXCLUSIONS

THE FOLLOWING ITEMS WILL NOT BE INCLUDED WITH THE SALE OF THIS ESTATE:

1. Furniture
2. Decorative Items
3. Furnishings
4. Personal Possessions
5. In The Main House: The Miele Washer/Stand, The Miele Dryer/Stand and the Miele Rotary Iron
6. The Phone System & Phones
7. The Refrigerator in the Basement

PUBLIC & PRIVATE SCHOOLS IN THE AREA

Public Schools

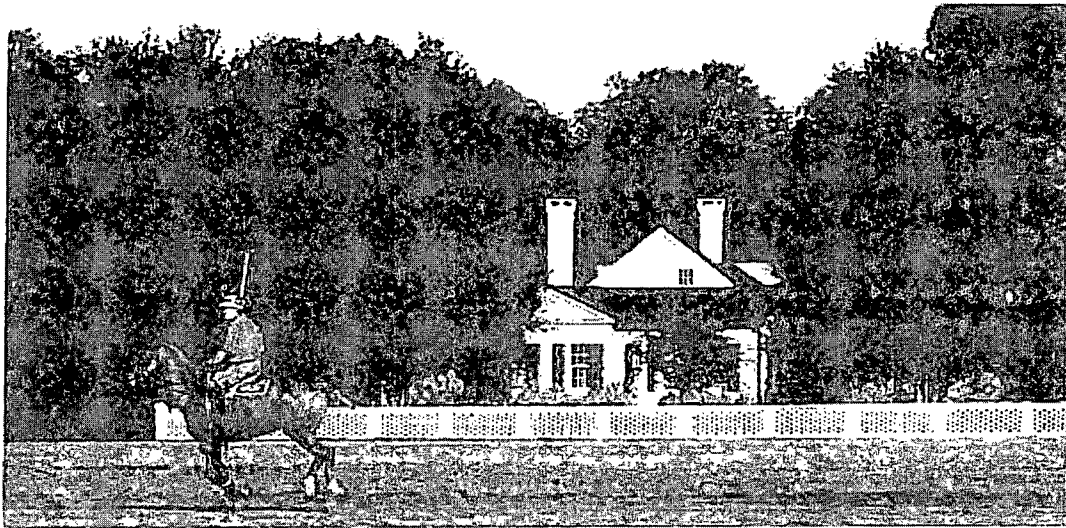
< 0.5 miles	AIKEN HIGH 449 RUTLAND DRIVE, AIKEN, SC 29801 (803) 641-2500 - Aiken COUNTY	grades: 9 - 12
< 0.5 miles	AIKEN MIDDLE 101 GATOR LANE, AIKEN, SC 29801 (803) 641-2570 - Aiken COUNTY	grades: 6 - 8
< 0.5 miles	EAST AIKEN EL 223 OLD WAGENER ROAD, AIKEN, SC 29801 (803) 641-2450 - Aiken COUNTY	grades: PK - 5
< 0.5 miles	J D LEVER EL 2404 COLUMBIA HWY, AIKEN, SC 29801 (803) 641-2760 - Aiken COUNTY	grades: PK - 5
< 0.5 miles	NORTH AIKEN EL/PINECREST ANNEX 100 BEAR ROCK RD., AIKEN, SC 29801 (803) 641-2690 - Aiken COUNTY	grades: PK - 5
< 0.5 miles	OAKWOOD-WINDSOR EL 3773 CHARLESTON HWY., AIKEN, SC 29801 (803) 641-2560 - Aiken COUNTY	grades: PK - 5
< 0.5 miles	SCHOFIELD MIDDLE 224 KERSHAW STREET NE, AIKEN, SC 29801 (803) 641-2770 - Aiken COUNTY	grades: 6 - 8
0.9 miles	AIKEN PERFORMING ARTS CHARTER 222 BEAUFORT STREET, AIKEN, SC 29802 (803) 644-4824 - Aiken COUNTY	grades: 9 - 12
0.9 miles	KENNEDY/LLOYD CHARTER POST OFFICE 418, AIKEN, SC 29802 (803) 644-4824 - Aiken COUNTY	grades: 5 - 8
4.1 miles	AIKEN EL 2050 PINE LOG RD., AIKEN, SC 29803 (803) 641-2740 - Aiken COUNTY	grades: PK - 5
4.1 miles	CHUKKER CREEK ELEM 1830 CHUKKER CREEK ROAD, AIKEN, SC 29803 (803) 641-2474 - Aiken COUNTY	grades: PK - 5
4.1 miles	M B KENNEDY MIDDLE 274 E. PINE LOG RD., AIKEN, SC 29803 (803) 641-2470 - Aiken COUNTY	grades: 6 - 8
4.1 miles	MILLBROOK ELEM 255 E. PINE LOG RD., AIKEN, SC 29803 (803) 641-2580 - Aiken COUNTY	grades: PK - 5
4.1 miles	REDCLIFFE ELEM 6741 ATOMIC ROAD, AIKEN, SC 29803 (803) 827-3350 - Aiken COUNTY	grades: PK - 5
4.1 miles	SILVER BLUFF HI 64 DESOTO DRIVE, AIKEN, SC 29803 (803) 652-8100 - Aiken COUNTY	grades: 9 - 12
4.1 miles	SOUTH AIKEN HI 232 E. PINE LOG RD., AIKEN, SC 29803 (803) 641-2600 - Aiken COUNTY	grades: 9 - 12

Private Schools

< 0.5 miles	AIKEN PREPARATORY SCHOOL 619 BARNWELL AVE NW, AIKEN, SC 29801 (803) 648-3223 - AIKEN COUNTY	Coed grades: 2 - 17
< 0.5 miles	FIRST PRESBYTERIAN CHURCH PRESCHOOL 224 BARNWELL AVE NW, AIKEN, SC 29801 (803) 648-3311 - AIKEN COUNTY	Coed grades: 2 - 3
< 0.5 miles	MEAD HALL EPISCOPAL SCHOOL 129 PENDLETON ST SW, AIKEN, SC 29801 (803) 644-1122 - AIKEN COUNTY	Coed grades: 2 - 13

PUBLIC & PRIVATE SCHOOLS IN THE AREA

<0.5 miles	<u>SECOND BAPTIST CHRISTIAN PREPARATORY SCHOOL</u> 153 LAURENS ST, AIKEN, SC 29801 (803) 502-0710 - <i>AIKEN COUNTY</i>	Coed grades: 2 - 9
<0.5 miles	<u>ST JOHN'S METHODIST KINDERGARTEN</u> 104 NEWBERRY ST NW, AIKEN, SC 29801 (803) 648-4745 - <i>AIKEN COUNTY</i>	Coed grades: 2 - 3
0.9 miles	<u>FIRST BAPTIST CHURCH KINDERGARTEN</u> PO BOX 3157, AIKEN, SC 29802 (803) 648-5476 - <i>AIKEN COUNTY</i>	Coed grades: 2 - 3
4.1 miles	<u>AIKEN CHRISTIAN SCHOOL</u> 142 TALATHA CHURCH RD, AIKEN, SC 29803 (803) 642-0286 - <i>AIKEN COUNTY</i>	Coed grades: 11 - 17
4.1 miles	<u>SOUTH AIKEN PRESBYTERIAN KINDERGARTEN</u> 1711 WHISKEY RD, AIKEN, SC 29803 (803) 648-9895 - <i>AIKEN COUNTY</i>	Coed grades: 2 - 4



HAVEN FOR HORSE LOVERS Steeplechases, polo, fox hunts and other competitive equestrian events are held in Aiken. [More Photos >](#)

October 10, 2008
HAVENS | AIKEN, S.C.

Where Horses and Their Riders Winter

By ELIZABETH MAKER

ED AND LESLIE GIOBE sat on rickety chairs among jockeys, local residents and fellow part-time Northeasterners at the Track Kitchen breakfast shack in Aiken, S.C., one recent morning, and explained why they spend more time at their house there these days than at either of their estates in Greenwich, Conn.

“It’s a different world down here, laid-back, no stress and all horses,” said Ms. Giobe, a rider and a retired New York investment banker. “On Halloween, kids dress up and go trick-or-treating on horseback. The bell rings, you open the door, and a horse walks his front hooves into your house.”

A party, with a whiff of barn and hay. The Giobes are among the horse lovers from the Northeast, local real estate agents say, who are reviving a colony of equestrian snowbirds in Aiken, a city of about 30,000 that sits 16 miles from Augusta, Ga.

The town's reputation as a haven for horse lovers originally bloomed in the late 1800s, when wealthy Northerners, including the Whitneys, Vanderbilts and Astors, discovered Aiken's agreeable climate and found that its loamy clay soil was perfect footing for their horses' hooves. It was known as "the winter colony," a horsemen's playground, until after World War II, when "life got more demanding and the winter colony gradually faded away," said David Jameson, the Chamber of Commerce president. "But now we're seeing sort of a rebirth of the winter colony."

David Samson was New Jersey's attorney general when he and his wife, Joanna, heard about Aiken six years ago. They had a weekend house in Washington, Conn., and Ms. Samson rode with a local fox-hunting club — when the weather allowed.

Ms. Samson and her horses were cooped up with cabin fever when "someone told us about this awesome little horsy town, where the footing is always amazing," she said of Aiken. "I went down and fell in love. The red-clay dirt roads. The crosswalks that have two push buttons: one for pedestrians, one higher up for horseback riders. The adorable downtown."

The Scene

There's no such thing as holding your horses in Aiken.

There are steeplechases, fox hunts, polo matches and other competitive events. The streets downtown have names like Citation Drive, Ruffian Road and Saratoga Street, and the sidewalks feature a herd of life-size fiberglass horses. In the center of the city is the Hitchcock Woods, one of the largest urban forests in America, a nearly 2,000-acre preserve meant for horsy fun, complete with hilly trails and jumps.

There's plenty of golf, too. Some courses are public; others are within private clubs or gated communities. Perhaps disappointingly, golfers ride carts, not horses, between holes.

The downtown is home to mom-and-pop shops like New Image, which sells men's suits for \$45 and ball gowns for as low as \$29; Equine Divine, which specializes in horse-related gifts; and Jones Supply, a hardware store that looks straight out of a Frank Capra movie.

There's a mix of restaurants, like Up Your Alley and the West Side Bowery, where the appetizers are listed as "Dinner Starting Gate," and the salads as "Grazing Greens."

Aiken's night life can be wild on weekends. There are students from two local colleges, the seasonal horse set and scientists from the nearby Savannah River Site, a federal nuclear production facility. All of them spill onto the sidewalks, drinks in hand, from the Aiken Brewing Company, Pat's Martini Bar or CuiZine. At the Hotel Aiken, with its Polo Tavern and Tiki Tavern, people dance to Carolina shag, drink Jack Daniel's and smoke with abandon.

You'll also find couples like Cathy and Herman Wallace, who were pushing their rarefied pooches in a pink pram outside the elegant Willcox hotel. The Wallaces, who also live part-time in Kentucky and Tennessee, spend a few weeks each year at the Willcox "because they roll out the red carpet for us and our babies," Ms. Wallace said, referring to Patience, a bichon frisé-poodle with blue bow and collar, and Lola, a Maltese, with green bow and collar. But image and income play little part in the social scene, Ms. Samson said. "The women here care more about keeping their horses fit than getting their nails done."

Pros

Aiken's climate is dry and sunny, there are plenty of riding opportunities, there is a lively downtown, real estate values are below the national average, and taxes are low.

Cons

Smoking is allowed in restaurants and bars, but many in Aiken like that — South Carolina, after all, is tobacco country.

There are also several high-end communities being built, including the Ridge at Chukker Creek and the New Bridge Polo & Country Club.

Part-timers make up 17 percent of homeowners, said Sandra Korbelik, Aiken's senior planner, and the town is one of the fastest-growing second-home communities in the country.

LAY OF THE LAND

POPULATION 29,218, according to a 2007 Census Bureau estimate.

SIZE 16.2 square miles.

WHERE Aiken sits in the midwestern section of South Carolina, 16 miles northeast of Augusta, Ga., and 50 miles southwest of Columbia, S.C.

WHO'S BUYING Horse lovers from Northeastern states like Connecticut, New York and New Jersey.

WHILE YOU'RE LOOKING The Willcox (100 Colleton Avenue; 803-648-1898; www.thewillcox.com) is a white-pillared hotel with luxurious rooms and suites, most with fireplaces, all with featherbeds. Rooms are \$185 to \$525 a night.

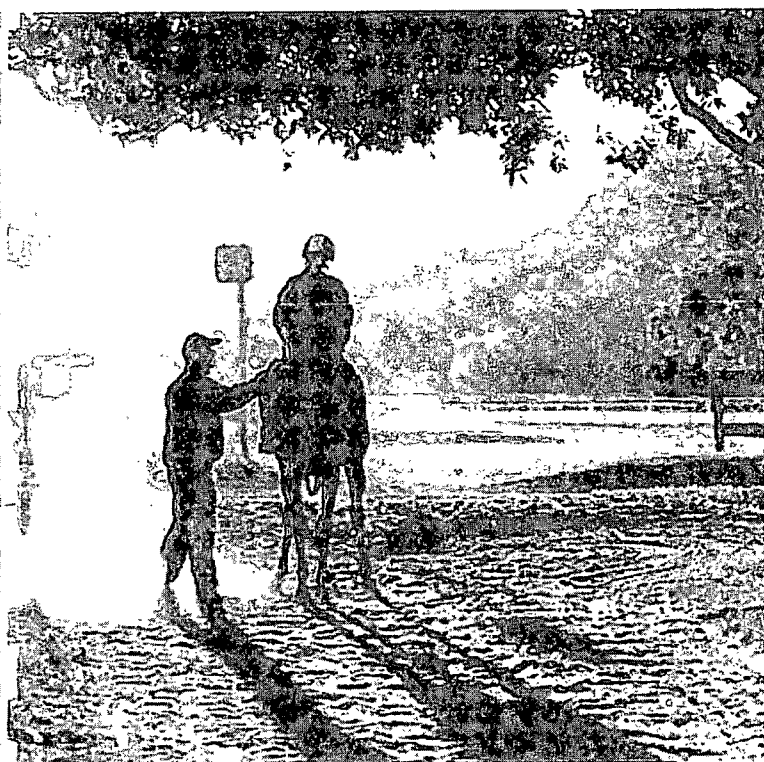
MyHomeIdeas & MyRecipes networks

Southern Living

Return of Life in Aiken, SC

Life in Aiken, SC

Visit Aiken, South Carolina, where Main Street is a bridle path and people are in love with horses.



Art Meripol, Article by Taylor Bruce

Daylight Training

After grooms come in at 4:30 a.m. to rouse young Thoroughbreds, local trainers like Ron Stevens use the historic 1-mile Aiken Training Track for morning exercise. More information about racing in Aiken may be found at www.theaikentrainingtrack.com.

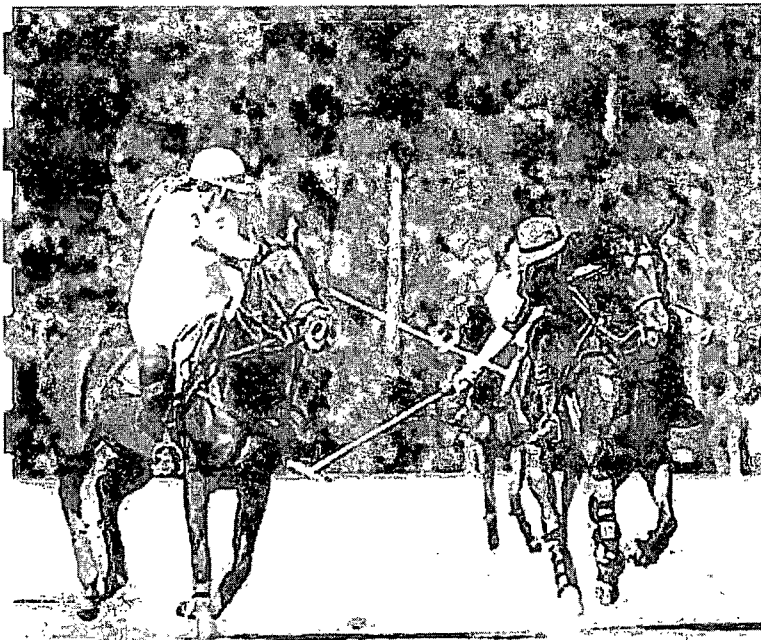


Art Meripol, Article by Taylor Bruce

Racetrack Sage

Quick-witted and ever-genteel, Cot Campbell of Dogwood Stable acts as Aiken's racetrack sage. "The Derby, Saratoga, people in pretty hats," he says. "You're selling ambiance." Visit

www.dogwoodstable.com to learn more about Cot's journey as a horseman.

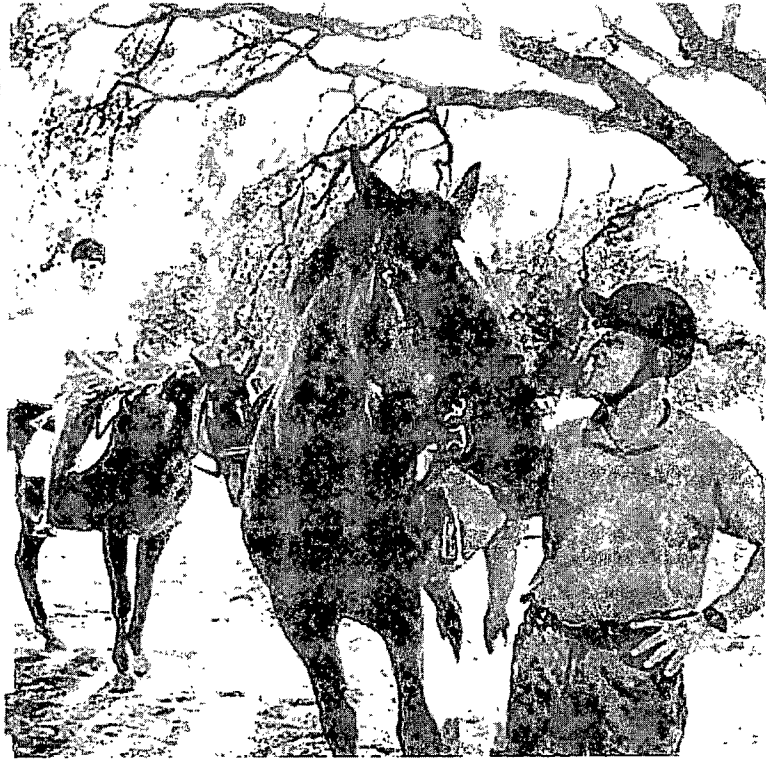


Art Meripol, Article by Taylor Bruce

Neighborhood Polo

More than a refined tradition, polo is an excuse to tailgate around Whitney Field, circa 1882.

In the late 1800s, wealthy families from New York chose Aiken as a winter setting for their horses, because of both mild temperatures and clay-sand topsoil, suitable footing for the animals. Decades later some of the founding families' names—Hitchcock, Whitney, Bostwick—remain, as do classic horse traditions such as the steeplechase.



Art Meripol, Article by Taylor Bruce

Local Riders

Ed and Leslie Giobbe, who live next to the Adam Winthrop Polo Field, spend as many twilight hours as possible atop Bravo and Timex, their 26- and 24-year-old horses. "They're family," Leslie says.



Art Meripol, Article by Taylor Bruce

Equine Escape

In the 2,100-acre horsemen's preserve Hitchcock Woods, sounds of both gallop and gossip float through longleaf pines and magnolia. Begun in 1939, the town-center equine escape is free and open to the public. To view a full map of Hitchcock Woods, go to www.hitchcockwoods.org.



Art Meripol, Article by Taylor Bruce

The Stables

An indigo sky heralds sunrise over Dogwood Stable. As fresh hay bales are put out and saddles tightened, the stalls feel as expectant as a silent church choir.



Art Meripol, Article by Taylor Bruce

Travel Information

Where to Stay

Steps from Hitchcock Woods' Memorial Gate, The Willcox hotel (pictured) is Aiken's unofficial great room for the horse crowd. Go on Tuesday nights for piano tunes and cocktails. Rates at The Willcox begin at \$185.

For the more budget minded, you'd do well to stay at Hotel Aiken, set in the heart of town at 235 Richland Avenue; for more information call 1-803-648-4265. Most downtown shops and restaurants are a block or two away.

Where to Eat

For breakfast, try The New Moon Café, 116 Laurens Street.

Just off Laurens Street, you'll find local favorite, The West Side

Aiken AH Hounds

The Aiken Hounds were established in 1914 by Mr. & Mrs. Thomas Hitchcock of Long Island and recognized by the MFHA in 1916. The Hitchcocks bought approximately 3000 acres of woodland and open fields, which they intersected with miles and miles of drag lines. The fences in those days were between 4 - 5 feet in height - solid rails with brush on either side so that they could be jumped in either direction.

Before the lines of fences were built, Mrs. Hitchcock hunted a pack of beagles in the Woods, hence our green livery. Once the fences were erected, Mr. Hitchcock enjoyed schooling his steeplechasers around the Woods, and it was about that time that Mrs. Hitchcock conceived the idea of running a drag adjacent to the fences. The Old Aiken Drag, as it was called then, was conducted at considerable speed over those large fences that could be jumped by as many as eight abreast.



Huntsman, Katherine Gunter and Staff take the hounds past Barton's Pond in Hitchcock Woods en route to the Memorial Gate, a traditional meeting spot for the Aiken Drag.

The Aiken Hounds' Opening Meet and Blessing of the Hounds is held on Thanksgiving Day at Memorial Gate in the Hitchcock Woods. Father Garrett Clanton of All Saints Anglican Church will officiate. The public is most welcome to attend, but please do not bring your own dogs to the Blessing. Please allow a good 30 minutes walk from the Laurens Street entrance to Memorial Gate.

Our Reason

During the regular hunt season, the Aiken hounds meet on Tuesday at 2:00 pm and on Saturdays at 9:00 am. Most of the season, we will meet at Memorial Gate; however, on occasion we will meet at The Stable On The Woods, located on Dibble Road in Aiken. Please stay in touch with the Aiken Hounds' hotline for updated information about fixtures, weather, attire and breakfasts.

Hounds

The Aiken Hounds have recently made the switch from crossbreds to Penn Marydels. As we are limited to having 10 couple of hounds at any one time, we keep approximately 12 couple of hounds. Currently, we have 8 1/2 couple of Penn Marydel and 1 1/2 couple of crossbreds.

AH was very fortunate to have been drafted a number of lovely hounds from Red Mountain, Sedgefield, and Golden's Bridge to help us get started in our new breeding program.

During the summer months, we exercise the hounds in Hitchcock Woods on Tuesday and Friday mornings.

Kennels

The Aiken Hounds' kennels are located on Dibble Road in Aiken adjacent to the Hitchcock Woods. The kennels were built in 1999 and are dedicated to the memory of Dolly von Stade Bostwick, former Master of the Aiken Hounds and a most devoted hound person.

The Aiken Hounds • 2009 - 2010

Nailgun	Vanguard	
Nipper	Vegas	
Nattyboh	Cadbury	
Naughahyde	Favor	
Nonie	Sarah	
Noodle	Valentine	
Poncho	Barmaid	
Rahab	Ladykiller	
Samson	Duff	(unentered)
Ginger	Reddy (unentered)	

Social Activities

The Aiken Hounds' have a variety of social activities throughout the year. Some of which include a Hunt Ball, Picnic, hunt breakfasts, Junior Meets, Hunter Paces, the Aiken Horse Show & work parties and much more!

Please contact us for more information on upcoming events as well as membership details.

Field Hunter Trials

Autumn and Spring are the time for Hunter Trials! Less formal affairs than eventing, they do, however, bring out the competitive spirit and provide opportunities for both fun and schooling for both horse and rider...

Aiken Hounds Hunter Trials & Hound Show

Saturday, October 3 (Rain Date: October 4)

Paradise Farm

4069 Wagoner Road, Aiken, SC

"Hunt Night" at the Aiken Fall Classic

Saturday, September 12, 2009

Polo Field at Highfields Event Center

Nonie - 2

Calendar & Events

2010

Saturday, Jan. 2nd



Hounds will meet Tuesdays at 2 pm and Saturdays at 9 am unless otherwise indicated October through March. During the regular season, formal hunting attire will be required. Check with the Masters (643-DRAG) regarding light-weight livery for warm days above 60 degrees.

All subscribers, their guests, and capping visitors are required to sign waivers and to present copies of current Coggins tests to the Hunt Secretary for safe keeping. Guests are invited to wear their hunt colors. Smoking is prohibited in the Woods.

Members of the field are required to wear ASTM approved protective headgear with harness.

Conveniently Located next to "The Balcony" is the Historic

Green Boundary Dinner and Social Club



Green Boundary Club

since 1956

Located in Historic Aiken, South Carolina
780 Whiskey Road

Fine Dining, Special Event Planning and Overnight Accommodations

803-649-2549

Receptionist@greenboundaryclub.com

The Fermatta Swim & Tennis Club

The Fermata Club is a private social, swim and tennis club located at 841 Whiskey Road in Aiken, SC. Tennis programs are offered year-round and the pool is open from May through October. Please enjoy browsing our site, find information and see pictures of our facilities and programs.



ABOUT FERMATA

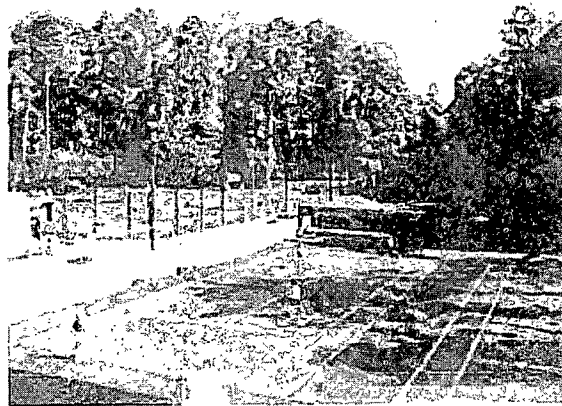
Our club is situated on the grounds of the former Fermata School for Girls, founded in 1919 for the education of the children of the Winter Colony residents by Marie Eustis Hofmann, wife of the internationally famous pianist Josef Hofmann. "Fermata" is a musical symbol meaning to "rest" and hold the note longer than usual. Fire destroyed the main buildings of the school in 1941.

In 1952, 16 families leased the former school and grounds with the intention of cleaning it up and forming a social club on the property. By the time the pool opened that summer, the club had expanded to 131 charter members.

Since then, Fermata Club has played an important role in the Aiken community with countless social, swim and tennis events. Every year dozens of weddings and milestone parties are held here.

The Fermata Club is a private corporation owned by its members and governed by a Board of Directors. For further information, please contact the Club manager at 648-5673.

The tennis facility includes six hard surface courts attractively set into a garden landscape. Many USTA League teams and a CSRA day-league team compete from Fermata. Both members and non-members are welcome to attend the tennis programs and the public is invited to contact Nancy Looney at the tennis building 648-9114 for tennis lessons and clinics.



The Fermata Club is known throughout the region for its exceptional swim programs. Swim lessons and clinics are offered to members and guests during the pool season which runs from May to October in the brand new pool that opened in Summer 2006.

The Fermata Hurricanes swim in the CSRA Division I summer swim team league. The swim season starts with practices in May and continues until the summer championship meet in July.



APPLICATION FOR MEMBERSHIP TO THE FERMATA CLUB
(Application Form Valid through December 31, 2009)

To: **The Fermata Club**
PO. Box 752
Aiken, SC 29802

Date Application
Received

\$ _____
Amount of
Fees & Dues

I hereby apply for membership in The Fermata Club for me and members of my immediate family. If accepted to membership in The Fermata Club, I agree to abide by the constitution, bylaws, and rules of the club. I agree to pay all club dues and assessments promptly and understand that I am legally responsible for such dues and assessments from the date of acceptance of my application by the club until the date my formal resignation is received by the club. A member may resign at any time upon notice to the Board of Directors. Memberships are not transferable.

Signature of Applicant

Printed Name of Applicant

Printed Name of Spouse

Home Address: _____
Street City, State Zip

Home Phone: _____ E-Mail: _____

Names of all other family members (children and dependent parents) and ages of children
(please print).

For an application to be considered, an initiation fee plus at least one-half of the annual dues must be included with this application. Annual dues may be paid in two installments or all at once.

Membership (select one) Family (3 persons or more) Couple (2 persons, 1 older than 16 years) Single (1 person, older than 16 years)	☐ Family	☐ Couple	☐ Single
Initiation Fees	☐ \$300.00	☐ \$300.00	☐ \$300.00
Dues Payment Plan Two payments per year One payment per year (\$60.00 annual savings) --	☐ \$350.00 ☐ \$630.00	☐ \$310.00 ☐ \$560.00	☐ \$270.00 ☐ \$480.00
Total Initiation Fees and Dues Enclosed These fees are not refundable once the application has been approved by the board of directors.	\$ _____	\$ _____	\$ _____

For completion by Sponsors: In sponsoring this application, I, the primary sponsor, attest that the applicant and his family have the necessary qualifications for membership in the Fermata Club and will, in my opinion, be good members.

Primary Sponsor Signature

Primary Sponsor Printed Name

Date Approved By Board

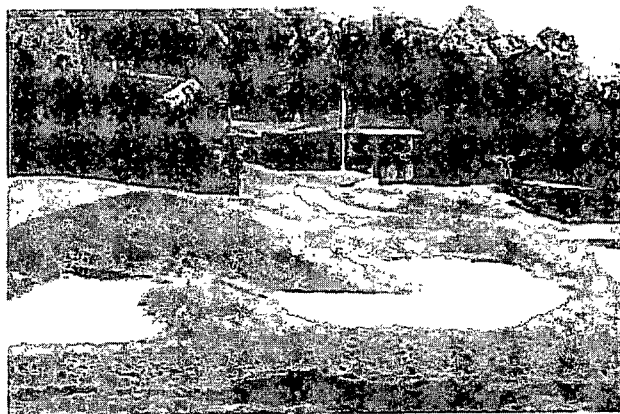
www.fermataclub.com



The Aiken Golf Club is located in the center of Aiken, South Carolina. A thriving mid-sized town, Aiken has been a mecca for people fleeing cold northern climes since its inception. Moderate winter temperatures allow year-round play in what has become the hub of golf in the Southeastern United States. Only 16 miles from the Augusta National Golf Club, The Aiken Golf Club maintains a prominent role in this ever-growing sport.

The Aiken Golf Club is steeped in golf history. Originally built in 1912, with a portion of its design attributed to John Inglis, it is one of the oldest courses in the nation. Professional golfers Babe Didrikson Zaharis and Patty Berg among others, played here. Fred Astaire and other celebrities came to Aiken during the cold winter months to test their skills. May Dunn was instrumental in making it the first course in America to feature tees especially for women.

Completely renovated and reopened to considerable fanfare during 1999, the course has never looked or played better. We invite you to come see for yourself. It will test your skill while reminding you of golf venues of old. Come be a part of golf history.



Situated amongst the rolling Carolina sandhills, the course plays 6,007 yards from the Medal Tees, 5660 yards from the Mid Tees and 4,760 from the Fore Tees.

All greens and tees were rebuilt during 1999 to USGA specifications. Most of the undulating, Bermudagrass greens descend from back to front, and have two or more levels. Fast and bewildering, trying to pitch onto these greens, leaving yourself an uphill putt from the correct shelf, can give new meaning to the word "touch."

Sand waste areas were incorporated throughout the course during the remodeling process. Areas between tee boxes and landing zones, distant right and left areas along fairways, and borders to some greens are the main places you'll find them. Planted

with lovegrass, they are aesthetically pleasing and serve an important role in conserving water during the heat of summer.

AGC Upcoming Events

- Member-Member - Winners Scott Ferguson & Ben Stephens
- Jack & Jill (men/women mixed team) - Winners Cindy Niland & Bill Puz
- Match Play, Month of August
- Club Championship - August 29 & 30 (Saturday & Sunday)
- Senior & Lady Championships - August 21 & 22 (Friday & Saturday)
- Member-Guest - weekend of September 11 - 13

Masters Week for Members

- Make your tee times now. All members are requested to have at least 2 guests in their foursome. Rate for guests is \$45 which includes use of golf car for 18 holes. Deposits are not necessary for member tee times BUT any member tee time that is a "No Show" will be billed for the entire foursome. Please cancel tee times if you are not able to play. No exceptions.

Club Champions For 2009/2010 Season

- Ron Schroder, Club Champion
- Cindy Niland, Ladies Champion
- Harold Kimmel, Super Senior Champion
- Nick Walker, Senior Champion

Legends Grill

Located on the second floor of the Clubhouse, The Legends Grill is open Tuesday through Sunday and offers a full-service food menu plus a selection of adult beverages. Whether you're in the mood for a quick bite before you tee off, or a hearty meal after a tough round, come in and sample the delicious fare at the Grill.

- Operated by Chef, Ed DeFelice. Ed's specialty is Italian food and he brings a special flair to the hearty portions served in the grill. Need to schedule a special party, please call Ed at 641.2094.

Golf Shop Staff

- Consists of Lorraine Morgan, Golf Shop Manager and her trusty companions Charlie McPherson, Mickey Walker, Linwood Thompson, Bill Puz, Jay Jackson, Frank Daly and Bill Walsh. Members always receive a 20% reduction off retail prices on clothing. Ask us for prices on golf club sets -- you'll be surprised.

Reservations:

Reservations for tee times at The Aiken Golf Club can be made in advance by calling or emailing The AGC staff (see Contact page for information).

Fees: (effective January 1, 2007)

The Aiken Golf Club remains one of the best golfing values in the southeast. And, contrary to the trend across the country, walking is allowed.

Special Rates:

- ↳ Senior Days (60 or older): Tuesday and Thursday \$25.00, 18 holes with cart
- ↳ Ladies Day: Mondays \$25.00, 18 holes with cart

Non-Member Rates:

- ↳ Monday through Thursday: \$32.00/ride & \$22/walk
- ↳ Friday Saturday and Sunday: \$37/ride & \$25/walk
- ↳ Twilight Rate* Mon-Thur: \$25/ride & \$20/walk
- ↳ Twilight Rate* Fri-Sun and Holidays: \$28/ride & \$20/walk

* After 2:00 pm (3:00 pm EDT)

Member Guest Rates: must be accompanied by a member

- ↳ Monday through Friday: \$27.00/ride & \$20/walk
- ↳ Saturday and Sunday: \$32/ride & \$22/walk

Member Information:

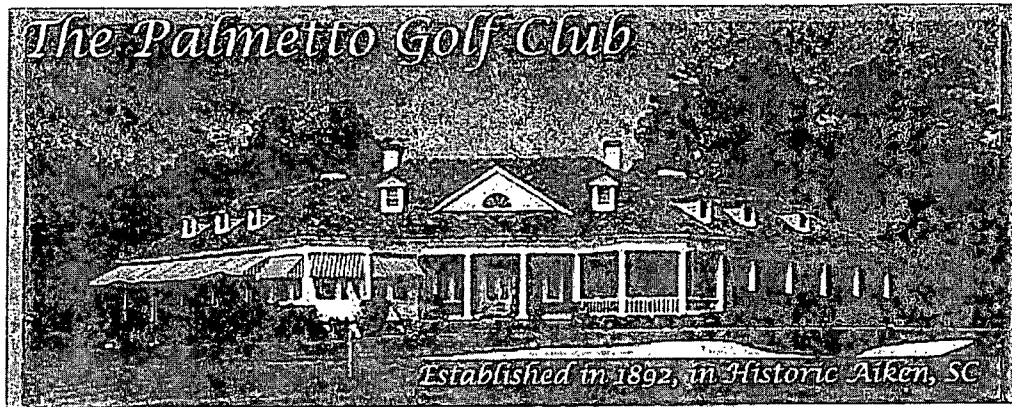
- ↳ Play after 5:30 pm for members only
- ↳ 9 or 11-hole play is allowed only when the club is not busy
- ↳ Member cart fees: \$13—cart only for 18 holes; \$9—cart only for 9 holes; Monthly and Quarterly cart plans are available (ask for information in the pro shop)

Club Rules

All guests and members of the The Aiken Golf Club are required to wear proper golf attire. Proper golf attire does not include jeans, T-shirts, or other dress that is deemed unbecoming of the standards of The Aiken Golf Club. This rule will be strictly enforced with no exceptions. No personal coolers are allowed. Thank you for your cooperation.

Phone: 803.649.6029
Fax: 803.641.2067
Email:
aikengc@gforcecable.com

Address: The Aiken Golf Club
555 Highland Park Drive
Aiken, SC 29801



GUESTS OF PALMETTO GOLF CLUB

The Palmetto Golf Club welcomes you and its staff will do everything in their power to make your day an enjoyable one of golf in a relaxed atmosphere. We are a club with few, if any rules, but our members do respect, and ask you to respect, our traditions and customs. We are proud of the Club. Who wouldn't be proud of one of the original courses in America? Palmetto Golf Club is the product of great members and the result of work by two icons in their respective fields- our Clubhouse was designed by Sanford White, who's only other Clubhouse project was Shinnecock Hills and Alister MacKenzie, best known for his design for Augusta National Golf Club.

Guests may play once a month with a member if the guest resides within a 75 mile radius of Aiken, SC.

So, welcome! We are glad you are here. Please review our customs and traditions below and when in doubt, please ask your Palmetto member.

1. Please park your vehicle in the lot on the right side of the drive labeled VISITORS PARKING. You may drive down to the lower lot in order to drop off your clubs, or you may place them behind your vehicle and our attendants will pick them up and bring them to the pro shop.
2. Please check in at the Pro Shop when you come on the property. We encourage all guests to bring their golf shoes and any change of clothes to the locker room in the same building as the Pro Shop. A guest locker is available. Please do not change shoes in the Visitors Parking lot.
3. Courtesy on the golf course is expected of every player. The single most important factor in producing an enjoyable round of golf is speed of play. As you know, or will soon experience, Palmetto Golf Course is one of the fastest in the South. Please be conscious of your voice and conversation- they carry a long way in the woods.
4. Please carefully rake all sand traps and repair ball marks. Keep pace with the group in front of you. We ask that you play your round in 4 hours or less.
5. Members can help you navigate the course but the most important thing to keep in mind if you are driving a golf cart is to exit the fairway when you see the green and white posts approximately 70-100 yards from the green.
6. Proper golf attire is required. Traditional "blue jeans" are not considered appropriate golf attire.
7. Cell phones are, unfortunately, a part of our lives. The Club will not prohibit their use however, we request you use your cell phones for emergency business or medical calls. Please be brief.
8. Customs and traditions also extend to THE PORCH. Part of your visit should be a post-round conversation with our members on The PORCH. Hyperbole, bad jokes and a "one that got away" story are all that is required for entry into rocking chair circle. Please join us.
9. Finally, a custom that we like to remind guests about. We are pleased to see Palmetto Golf Club logos in airports and anyplace where great people like yourself are. Please stop by the Pro Shop before you leave the property and fill up one of our Palmetto Golf Club shopping bags with memories of your day.

Please note that Palmetto is a non-smoking facility, so we ask that you refrain from smoking in the clubhouse, pro shop, and locker rooms.

Again, welcome. We are anxious to meet you and have you experience golf the way it was meant to be experienced.

Thanks and Have A Great Day!
Palmetto Golf Club

The Palmetto Golf Club

Home

Club

History

Events

Course

Photos

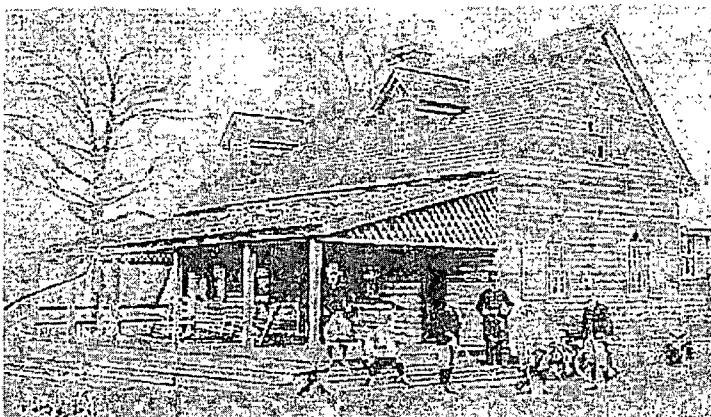
The Masters

Contact Us

**Guest
Info**

Our History

Palmetto Golf Club was founded in 1892 by Thomas Hitchcock, a prominent sportsman from Long Island, New York. He and his wife attracted many wealthy families from the Northeast who established a Winter Colony in Aiken. These winter residents created a number of



recreational facilities for polo, fox hunting, horseback riding, and tennis. Several large estates were constructed in the heart of Aiken in the vicinity of the Palmetto Golf Club, many of which continue to exist.

Recognizing the interest being taken in golf in America, Mr. Hitchcock laid out four holes in 1892 where holes #16, 17, and 18 and the practice range are now located. Title to the land and facilities was transferred to the Whitney Trustees in 1901 to assure that it would be preserved for the future. The Palmetto Golf Club has leased the facilities from the Whitney Trustees since that time and recently signed a new lease through the year 2080.

After the first four holes were constructed in 1892, Herbert Leeds, who also built Myopia Hunt Club in Boston, laid out the remainder of the initial nine holes. Palmetto was expanded in 1895 to 18 holes with the completion of the second nine holes that had been designed by Leeds and James Mackrell, Palmetto's first golf professional. There is a record of Donald Ross having done some work at Palmetto in 1928. It is believed that his firm installed an early irrigation system on the golf course by damming up the creek down the hill from the 18th tee.

In 1932, when Dr. Alistair MacKenzie had completed the Augusta National Golf Club, he was asked to draw up plans for converting the Palmetto sand greens to grass and lengthening the course. Many of the original Augusta National investors were Winter Colonists from Aiken who also belonged to Palmetto. Wendell Miller of New York, who had just finished building Augusta National, was contracted to manage the project. The work at the Palmetto used some excess materials from the Augusta National project.

There were many minor changes, mostly involving tree and bunker work, throughout the 40's, 50's, 60's and 70's. Rees Jones suggested some bunker renovations, which began in the late 80's and were completed when the course was re-grassed in 1995. In 2003, Tom Doak, a recognized authority on Dr. MacKenzie's work, provided recommendations to restore some of the MacKenzie design characteristics on the golf course. This work was completed in 2005 and mainly involved reworking the bunkers and expanding the greens out towards the existing mounds and slopes. Noted golf course architect Gil Hanse is now serving as resident architect for the Club.

The Palmetto Golf Club



Research indicates that the Palmetto Golf Club is the oldest, continually operated eighteen hole golf course in its original location in the Southeast and probably the second oldest in the United States, with the Chicago Golf Club being the oldest.

Palmetto Golf Club has hosted numerous prominent professional golfers throughout the years. The legendary British professional Harry Vardon visited the Club during his initial visit to America in 1900 when he won the U.S. Open at the Chicago Golf Club. During Vardon's visit to Palmetto, as a professional, he was denied access to the clubhouse and was not allowed to wear "plus fours" on the course. He was only allowed to smoke on the course by virtue of a special dispensation from the golf committee.

Some of the other prominent professionals who have played Palmetto are Masters Champions Ben Hogan, Byron Nelson, Sam Snead and, in recent years, Ben Crenshaw. From 1945 to 1953 Palmetto held the prestigious Devereux Milburn tournament as a pro-am the weekend before the Masters. This tournament was won by such notables as Ben Hogan, Byron Nelson, George Fazio, Henry Picard, and Lawson Little.

In addition, many top amateurs have played Palmetto through the years including Club members A.H. Fenn and Bobby Knowles. The legendary Bobby Jones and William C. Campbell, former President of the USGA and one of only three Americans ever to be named Captain of The Royal and Ancient Golf Club of St Andrews, have also played the course.

Other notables who have played the Palmetto include Presidents Eisenhower and Taft, Britain's Prince Andrew (when he was Captain of the R&A), and Sir Michael Bonallack, former Secretary and Captain of the R&A and five time British Amateur Champion. Entertainment celebrities such as Fred Astaire, Phil Harris and Bing Crosby have also played here.

Our past club presidents include Eugene Grace, the former Chairman of Bethlehem Steel, and George Herbert Walker who was the great-grandfather of President George W. Bush, a former president of the USGA, and the donor of the Walker Cup.

Palmetto Golf Club has had only seven golf professionals in its history. The first professional, Jim Mackrell, faithfully served the Club for forty-two years. The current professional, Tom Moore, came from West Lake Country Club in Augusta in 1982 and is the "dean" of golf professionals in the Aiken-Augusta area.

While not one of the five original founding members of the USGA, Palmetto Golf Club joined on January 22, 1896, some fourteen months after the USGA was founded. The Palmetto Golf Club's USGA certificate is believed to be the oldest still in existence and is on display at the Club. Currently Palmetto Golf Club's USGA certificate ranks 19th in seniority among active USGA certificates.

The current clubhouse, completed in 1902, was designed by noted New York architect Stanford White, who also designed the Shinnecock Hills clubhouse. A number of the early members of Palmetto also were members of Shinnecock. The Historic Aiken Foundation has designated the Palmetto Golf Club as a place of historic significance.

The Palmetto Golf Club

The golf course is a par 71 layout and plays at 6,713 yards from the championship tees. What the course may lack in length it more than makes up for with its small elevated and undulating greens, and clever (some say diabolical) bunkers. The competitive course record of 59 was established by USC-Aiken All American golfer Dane Burkhart on Sunday, August 14, 2005 in the final round of the Palmetto Amateur. Burkhart's victory margin was 8 shots and he scored a record 20 under par for the four rounds of the tournament.

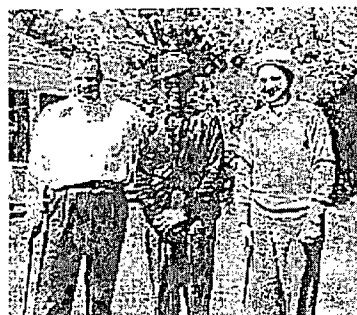
Two of the most noted observations about Palmetto were made by golf legends Ben Hogan and Bobby Jones. Ben Hogan said that "holes 3, 4, and 5 were the best back-to-back par 4s that he had ever played." According to Dick Taylor of Golf World, Hogan also said that holes 3, 5, and 13 were three of his 18 favorite holes. Bobby Jones said that "number 7 was the best medal play par 3 he ever played."

Probably the highest compliment paid to Palmetto was made by Dr. Alister MacKenzie in the May 1933 edition of the American Golfer Magazine. MacKenzie said, "The alterations at Palmetto have been such a success that the Chairman of Bobby Jones' executive committee at the Augusta National writes me saying, 'We have only one serious complaint to make against you regarding the Augusta National. That layout you designed at Aiken is liked so well that the Aiken colony does not seem to be the least bit interested in coming over to the Augusta National'."

Some of the Players at the Palmetto



Mr & Mrs Bing Crosby



Fred Astaire



Barry Goldwater



Ben Hogan

The Palmetto Golf Club

The Palmetto Golf Club

Contact Us

Need to Contact Us? Want Membership Information? Please feel free to contact us at our club offices or at one of the email addresses below. We will be sure to get back in contact with you as soon as possible.

Palmetto Golf Club
275 Berrie Rd SW.
Aiken, SC 29801



General Manager & Director of Golf	803.649.2951	TomMyers@palmettogolfclub.net
Head Golf Professional	803.649.2951	BronkuBlackburn@palmettogolfclub.net
Business Office	803.649.9651	AmieReagan@palmettogolfclub.net
Pro Shop	803.649.2951	PalmettoProShop@palmettogolfclub.net
Course Superintendent	803.648.3834	RhettBaker@tmsn.com
Maintenance Shop	803.648.3834	RhettBaker@msn.com
Technology Deployment	803-649-2951	BillWalsh@palmettogolfclub.net

BOARD OF GOVERNORS

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robertmillen@aol.net

Phil Huhacher
Vice President
pandshuhacher@bellsouth.net

Michael Costigan
Treasurer
mjcostigan@cpasc.com

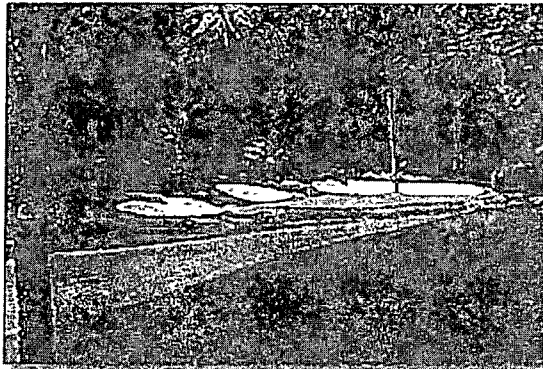
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Assistant Treasurer
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HOUNDSLAKES

COUNTRY CLUB



Club History

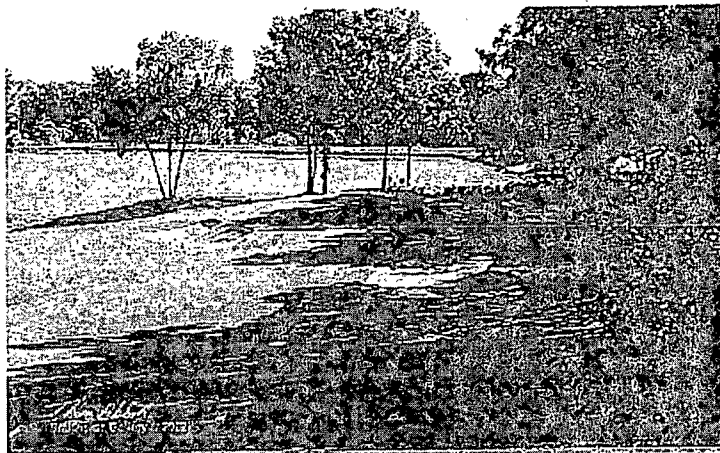
In the early 20th Century Aiken was established as an exclusive winter resort by wealthy northerners. They built their "winter colony" in the sand hills of Aiken County and developed a society focused on the personal pursuit of gracious southern living. Their interest centered around Polo ponies, thoroughbreds and the fine art of Golf. This culture still thrives today, and in the center of it all you will find Houndslake Country Club. Over three hundred acres of beautiful lush greens, thousands of colorful Azaleas and majestic Dogwoods.

Houndslake Country Club centers around a 27-hole Championship golf course designed in 1974 by Joe Lee, who planned the likes of Doral, La Costa and Disney World. The three nines provide pleasure to the average golfer and a memorable challenge to the champion. Each nine measures a little over 3,300 yards and they each play to a par of 36. Houndslake Country Club was designed to offer versatility for both the weekend golfer and the professional. The Dogwood and Laurel nines have played host to the 1977 and 1981 South Carolina Golf Association Amateur Championship, the 1982 and 1984 South Carolina Golf Association Four Ball Championship, the 2001 and 2002 South Carolina PGA Pro Junior, several United States Amateur Qualifiers, The Women's Transnational Amateur, and is the home of the Women's Eastern Golf Association Senior Championship and the Joe Wyatt High School Junior Invitational.

The mild, agreeable climate of Aiken allows year round outdoor recreation. The beautiful courses wind through a quiet residential community. The spacious clubhouse offers a variety of dining opportunities. The Main Dining Room offers breakfast, lunch

and dinner Tuesdays through Friday and a magnificent Sunday Brunch every Sunday from 11:00 A.M. until 2:00 P.M. There are several conference rooms providing meeting space for ten to 250, and the Ballroom at the Club has become one of the areas most desired facility for wedding receptions. It is also the site of many, many member events from luaus to quarterly dinner dances and more. Our golf and tennis shops offer all the support in equipment, instruction and organization needed for a special golf or tennis experience.

Our resident golf and tennis professionals offer clinics and tournaments in addition to private lessons for all ages and abilities. The tennis facility includes eight lighted tennis courts and host the areas only "Premier Surface" courts, which offer the cushion of clay courts and the playability and endurance of hard surfaced courts. Between the golf and tennis centers lies the Olympic sized swimming pool, complete with bathhouse and snack bar. The Club boasts one of the areas premier junior swimming programs.



Houndslake Facilities

Clubhouse

The Jones Creek Clubhouse officially opened in October 1986. The Clubhouse features classic architecture with Greek Doric Columns, wide verandas and gracious French doors. All of these special touches were added to echo the gracefulness of a 19th century building. The Pro Shop is stocked with all the latest clothing and golf equipment. Polo, Fairway and Green, Calaway and Adidas to name a few. Relax in the grill room while enjoying lunch or pick up a quick snack when making the turn. Jones Creek has everything you need to enjoy a day of relaxation on the links. Our clubhouse is the

central gathering point for the Houndslake members. The clubhouse is home to the Dining and Banquet facilities as well as our Hagan Lounge.

International Golf Academy, Augusta, Georgia

TaylorMade has chosen our academy as one of its sites for MAT-T. This allows the academy to offer the same high-tech fitting process that only professional golfers have had access to. In addition to the several million dollar renovation of the golf course and clubhouse, Jones Creek houses a state of the art Teaching and Fitting Center. The driving range has been repositioned and includes covered hitting areas along the back of the tee. The Teaching and Fitting Center includes two indoor/outdoor climate controlled hitting bays and incorporates the most advanced technology in the world today. "To have TaylorMade involved with our academy is very exciting. They have created products that currently rank first on the PGA Tour. TaylorMade has accomplished this fitting system that is unmatched in the industry. This system will increase the average golfer's drive about 25 yards and may prove to teach some old dogs new tricks!" The system is unmatched in the industry. Our MAT-T system is one of the very few in the United States. The TaylorMade MAT-T system represents a substantial investment in the Center and the Golf Academy. It is the ultimate in teaching and club fitting technology. This technology was previously only been available to PGA Tour professionals who visited TaylorMade's California headquarters. The commitment TaylorMade has made to Jones Creek Golf Club is exciting and a positive reflection on our plans to create one of the premier learning centers in the east. TaylorMade is dedicated to be "the best performance golf brand in the world". The MAT-T System is located at Jones Creek Golf Club in Augusta. Our customers can expect swings to improve and drives to increase 25 yards. Private and group lessons are available 6 days a week. Walk-ins are welcome and appointments are encouraged. Call 706-364-4766 for appointments.

Pro Shop

Come in and see the newest golf apparel and equipment. Our pro shop has been renovated and stocked with the latest in golf accessories. Our staff is waiting to serve your every golfing need.

Grill

After a relaxing game of golf, come enjoy a cold drink and snacks at our Grill, located next door to the Golf Pro Shop. The Grill is a casual environment where your golfing attire is welcome to share stories over a burger or snack.

Hogan Room

Our mid-sized meeting room. Large enough for business meetings and company parties, yet small enough for dinner parties, wedding showers, or luncheons. Our Hogan room seats 30-90 people.

Jones Room

Perfect for intimate dinner parties or small business meetings. The room holds 12-32 people comfortably and meals can be served here as well.

Palmer Ballroom

The Ballroom at the Club is the premier place in the Aiken and Augusta area for your upcoming event. You will find comfortable and versatile meeting facilities to accommodate almost all of your business needs, as well as the finest cuisine and service for that special event or wedding reception.

Sarazen Room

Our Sarazen Dining Room has become a very popular restaurant with our members and their guests. Completely remodeled in 2001, the Dining Room seats over 100 for breakfast, lunch, and dinner. It is used exclusively for our members' and guests' a la carte dining pleasure.

Social

There is always a Social event for your enjoyment. Join us for various events around the club from Wine Tastings, Seafood Buffets, Bingo Buffet Bashes to July 4th BBQ, Memorial Day Cookout, Clemson-Carolina Kick-Off Party. There is always a Social event for your enjoyment. Join us for various events around the club from Wine Tastings, Seafood Buffets, Bingo Buffet Bashes to July 4th BBQ, Memorial Day Cookout, Clemson-Carolina Kick-Off Party.

The Lounge

Join us every Tuesday to Saturday evening at 5:00 pm in the Lounge. Enjoy your favorite beverages with your friends along with a wonderful Pub menu that includes a variety of appetizers, salads, and entrees. Happy hour each Tuesday to Friday from 5:00 pm until 6:30 pm and Jamie always has one of his special cocktails. If you are really hungry, ask Jamie for a Twilight or dinner menu. And remember, we save Tuesdays for Country Cooking. Dress is always casual - shorts are allowed. Men must wear collared shirts, and denim is not allowed. *And you just have to have an order of Jeff's fried pickles!*

The Course

The Jones Creek Golf Course is built on a superb site, ideal for a world-class golf course. The challenge of Jones Creek has been created by incorporating the existing vegetation and streams as well as utilizing other natural conditions to create a variety of golf holes in length, angle and direction of play. It has been designed with a generous hand, each hole having a character and identity of its own. This course will be well adapted to

championship play while never ceasing to be a challenge for every class of golfer. The 18-holes of Jones Creek Golf Course wind through a 520-acre site perfectly adapted to the creation of a world-class course. The course measures over 6900 yards from the Champion tees. Winding streams and mature vegetation have helped create the individuality of each hole. The TifEagle Bermuda greens and Bermuda 419 fairways are meticulously groomed and equal the most prestigious private clubs and resorts. Multiple tees are provided to insure players of every caliber a comfortable, enjoyable round.

Azalea Course

The Azalea Nine boasts 3222 yards of fairway winding through some of the older homes of Houndslake. The par five 5th hole has been the subject of many a photograph in the past twenty years.

Dogwood Course

The Dogwood nine measures 3326 yards and plays to a par of 36. Dogwood number 7 is as beautiful a par 5 as there is in the South.

Laurel Course

The Laurel nine is the newest of our three nines. Completed in 1976, it is considered the most difficult. The signature fifth hole is a 560 yard par 5, with the third shot playing across 100 yards of Laurel Lake. The lake stretches along the entire length of the par 4 sixth hole.

Driving Range

The Driving range is the site of much of our golf academies. The range is generally open from 7:30 each morning until the golf pro shop closes at 7:00 in the evening. Come enjoy one of the finest driving ranges in the area. Equipped with covered hitting bays, short game, bunker area, and a separate large putting green, our driving range has it all. Open to club members and the public 7:30 am to 5:15 pm daily.

Golf Shop

Houndslake's professionally stocked golf shop is always filled with the latest in club technology and men's and ladies fashion. Jan Snipes, our Shop Manager, is continuously re-stocking with the latest from Adidas, Fairway and Greene, Polo, Under Armour, Sport Haley, Tehama, Liz golf and more.

Pool

Our 200,000 gallon olympic sized pool is the home of the Aiken Swim Association and the Houndslake Swim Team. Our swimmers are a perennial powerhouse in the Aiken/Augusta Area.

The pool is also host to many of our luaus, Friday evening "After Hours", Kids' "Pizza by the Pool" parties, and the annual "Back to School Bash". Kellie has also been known to put a DJ by the pool in case you feel like dancing.

The pool opens Memorial Day weekend and closes on Labor Day each year. You will find many of our members in the pool on weekdays for water aerobics.

Hours for the 2007 season are as follows:

Monday - Saturday 11:00 am - 8:30 pm

Sunday 1:30 pm - 6:00 pm

Our Sarazen Dining Room has become a very popular restaurant with our members and their guests. Completely remodeled in 2001, the Sarazen Dining Room seats over 100 for breakfast, lunch, and dinner

It is used exclusively for our members' and guests' a'la carte dining pleasure. Executive Chef Don Gangway and Chef Donnie Gangway change the menu seasonally.

Twilight Dining is offered Wednesday through Saturday evenings from 5:30-7:00pm along with our a'la carte menu.

Our wine room is a very popular spot and is available for any special occasion; seats up to 12 people.

Houndslake Tennis



Within a service ace of the Clubhouse and nestled between the fairways of the Azalea nine is the tennis facility, Houndslake tennis facilities offer a variety of amenities for every level of player.

Houndslake Country Club host the only "Premier" Surface courts, offering the best of both hard and soft playing surfaces. There are eight lighted tennis courts, two soft and two that boast the newest "Premier Surface" which offer the feel of soft courts and the playability of hard surface courts. A full service tennis shop and a cabana are all available for an enjoyable set of tennis.

Our Director of Tennis, Mark Tatusko is always busy with clinics, lessons, and keeping are calendar of events full of mixers, tournaments, round robins and more for the entertainment of our members and guests.

Hard courts

Soft Courts

Tennis Pro Shop

Featuring the finest in tennis equipment and attire, our Tennis Pro Shop hosts just the right gear for your next match. The Tennis Pro Shop is also the location where members can book courts and or reserve private lessons with our Tennis staff.

Houndslake Memberships

Membership - \$ 50.00+

This Membership allows the Member and immediate family to enjoy use of all the facilities at Houndslake Country Club and to attend all Golf, Tennis and Club-sponsored events and activities upon payment of the required applicable fees. Fees for this Membership are as follows:

Golf fee (18 holes)	\$20.00+
Tennis fee	8.00+
Swim fee	5.00+

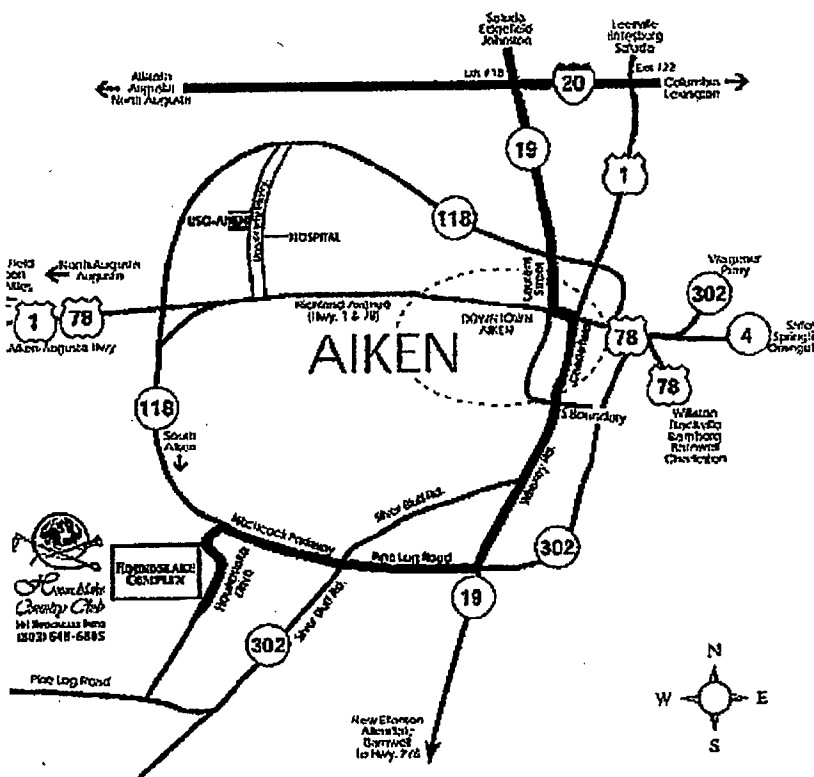
Upgrades may be added to the Base Membership as follows:

() Unlimited Family Golf -	\$150.00+
() Unlimited Single Golf -	125.00+
() Unlimited Family Tennis -	\$ 40.00+
() Unlimited Single Tennis -	30.00+

- () Unlimited Family Swim - \$ 15.00+
- () Unlimited Single Swim - 10.00+

+All Categories of Memberships and Upgrades are subject to the 5% Admissions Tax.

**When using any of the Clubhouse Restaurant Facilities a 15% Service Charge will be added to all tickets.



From Atlanta/Augusta (traveling East on I-20)

Take Exit 18 onto Hwy. 19 South (right) into Aiken (about 5 miles). As you enter Aiken, you will be on Laurens Street (downtown area). Turn left at Richland Avenue and then right onto Chesterfield Street. Chesterfield Street becomes Whiskey Road at South Boundary. Follow Whiskey Road (Hwy 19) to Hwy. 302 and turn right. This is Pine Log Road, and will become Hwy. 118 (Hitchcock Parkway, also known as "the bypass") at the next intersection (Silver Bluff Road). Houndslake Drive is approximately 1 mile from that intersection, on the left. There is a sign for Houndslake Country Club at the corner.

From Columbia/Lexington (traveling West on I-20)

Take Exit 22 onto Hwy. 1 South (left) into Aiken (about 6 miles). As you enter Aiken, you will be on York Street. Turn right at Richland Avenue and then turn left onto Chesterfield Street. Chesterfield Street becomes Whiskey Road at South Boundary. Follow Whiskey Road (Hwy 19) to Hwy. 302 and turn right. This is Pine Log Road, and will become Hwy. 118 (Hitchcock Parkway, also known as "the bypass") at the next intersection (Silver Bluff Road). Houndslake Drive is approximately 1 mile from that intersection, on the left. There is a sign for Houndslake Country Club at the corner.

**Taxes, Reports and
Inspections**

IF THE TAXES, PENALTIES, ASSESSMENTS, AND COSTS ARE NOT PAID, THIS PROPERTY WILL BE ADVERTISED AND SOLD TO SATISFY THE DELINQUENCY. ADDITIONAL COLLECTION COSTS INCLUDING TITLE SEARCH FEES, CERTIFIED MAIL FEES, AND ADVERTISING COSTS WILL BE ADDED MAY 1ST. PLEASE SEE THE REVERSE SIDE OF THIS BILL FOR ADDITIONAL INFORMATION. THANK YOU!

MAKE ALL CHECKS PAYABLE TO "CITY OF AIKEN"

P.O. Box 2458
214 Park Avenue, S.W.
Aiken, SC 29802-2458

IF THIS TAX NOTICE IS FOR PROPERTY YOU NO LONGER OWN,
PLEASE FORWARD THIS INFORMATION TO THE NEW OWNER.
THANK YOU FOR YOUR ASSISTANCE!

836 WHISKEY RD
AIKEN SC 29801-4830

ALL DELINQUENT TAXES ARE PLACED WITH THE DELINQUENT TAX COLLECTOR FOR COLLECTION. COLLECTION COSTS WILL BE ADDED AFTER 4/27/08



CITY OF AIKEN, SOUTH CAROLINA

P.O. Box 2458 • 214 Park Avenue
Aiken, SC 29802-2458 • (803) 642-7600

TAX YEAR: 2008

TAX ID: 7918

MILLAGE RATE NO LOTS NO BLDG NO. OF ACRES

88.00

2

ENTITY	VALUE	APPRAISED	ASSESSED	TOTAL TAXES
AIKN	BLDG4	1,308,421	52,380	Pay on or before
AIKN	LAND4	1,250,000	50,000	1/06/09 7,598.68
AIKN	LAND6	212,600	12,750	5% penalty due on or after
				1/07/09 7,878.61
				10% penalty due on or after
				2/10/09 8,358.44
				15% penalty due on or after
				3/13/09 8,738.37
				2 1/2% coll. 8,856.83
				Total due 4/14/09 8,958.83

NAME AND ADDRESS

836 WHISKEY RD
AIKEN SC 29801

121-13-13-002

LEGAL PROPERTY DESCRIPTION

BETWN WHISKEY RD & MAGNOLIA ST

PROPERTY ADDRESS

836 WHISKEY ROAD

000007916000759858

300530830018000

IF THIS IS NOT YOUR CORRECT ADDRESS, PLEASE MAKE ANY CORRECTIONS.
If the taxes, penalties, assessments, and costs are not paid, this property will be advertised and sold to satisfy the delinquency.

AIKEN COUNTY, SOUTH CAROLINA
REAL ESTATE OR PERSONAL PROPERTY TAX NOTICE
FOR TAX YEAR COMMENCING JAN 1, 2008

CYRUS L. SPRADLEY
COUNTY AUDITOR
803-642-1514

FOR PAYMENTS ONLINE

www.aikencountysc.gov

LINDA G. SHARPE
COUNTY TREASURER
803-642-2092

THIS IS THE ONLY NOTICE YOU WILL RECEIVE. ACCOUNT SUBJECT TO PENALTIES AFTER JANUARY 15, 2009 AND BECOMES DELINQUENT AFTER MARCH 16, 2009

0008101 836 Whiskey Rd. Aiken, SC 29801-4830 GIS: 121-13-13-002 PROPERTY ID: 121-13-13-002 R-2008-097461	PROPERTY CLASS	RATIO	TAXABLE VALUE	LOTS	ACRES	#IMP	TAX DIST	MORT CODE	ASSESSED VALUE
	OWNER OCCUPIED RESIDENTIAL	.04	2539410	0	5.00	2	11C	0	102380
	AGRICULTURE USE	.00	0	0	.00	0		0	0
	AGRICULTURE USE	.00	0	0	.00	0		0	0
	ALL OTHER PROPERTY	.06	212500	0	.85	0	11C	0	12750
	TOTAL		2771910	0	5.85	2			115130

If you wish to appeal your real estate notice, and it appears that the appeal will not be settled by December 31 of the tax year in question, state law requires that you must pay at least 80% of tax due on the proposed assessment. Interest will accrue on the remaining balance of unsettled appeal(s). If you wish to pay more or have questions concerning interest, contact the County Assessor's Office (642-1583).

SCHOOL LEVY = 169.20 COUNTY LEVY = 74.70 TOTAL LEVY = 234.90			
TAXING ENTITY	LEVY/MILLS	ASSESSMENT	TAX
APPROVED BY BOARD OF EDUCATION			
SCHOOL OPERATION	131.00	115130	15082.03
SCHOOL BOND DEBT	29.20	115130	3361.80
SCHOOL TAX CREDIT (SAVINGS)	131.00	-102380	-13411.78
APPROVED BY COUNTY COUNCIL			
COUNTY OPERATION	51.80	115130	5963.73
COUNTY BOND DEBT	8.90	115130	1024.66
SOLID WASTE	6.50	115130	748.35
AIKEN TECHNICAL COLLEGE	3.20	115130	368.41
USC - AIKEN	2.00	115130	230.26
ROADS	2.30	115130	264.80
FIRE FEE .56			.00
CONTACT FIRE DEPARTMENT FOR APPEALS			
STORM WATER FEE			.00
COUNTY HOMESTEAD EXEMPTION (SAVINGS)	.00	0	.00
APPROVED BY CITY COUNCIL OR SPD			
CITY PROPERTY TAX	.00		.00
CITY HOMESTEAD EXEMPTION (SAVINGS)	.00		.00
TOTAL DUE BY JAN 15, 2009 WITHOUT PENALTY			13632.26

NAME		THE KARL WESLEY AND ERIN FRANC		
RECEIPT NUMBER R-2008-097461				
GIS NUMBER 121-13-13-002				
PROPERTY ID 121-13-13-002				
TAX DIST	MORT CODE	#IMP	LOTS	ACRES
11C	0	2	0	5.85
PROPERTY LOCATION BETWN WHISKEY RD & MAGNOLIA ST				
PROPERTY ADDRESS 836 WHISKEY RD				
TAXABLE VALUE			2771910	
TAX AMOUNT			27044.04	
LESS HOMESTEAD EXEMPTION			.00	
LESS SCHOOL TAX CREDIT (SAVINGS)			-13411.78	
FIRE FEE			.00	
STORM WATER FEE			.00	
AMOUNT DUE BY JAN. 15, 2009			13632.26	
PENALTIES ADDED				
AFTER JAN. 15 THRU FEB. 1		(+3%)	14041.23	
AFTER FEB. 1 THRU MARCH 16		(+10%)	14995.49	
AFTER MARCH 16, 2009		(+15%)	15677.10	
PRIOR YEAR TAX ON THIS PROPERTY FOR INFORMATION ONLY			.00	

AFTER MARCH 16TH, DELINQUENT TAX COLLECTOR WILL ONLY ACCEPT CASH, CASHIERS CHECK OR US POSTAL MONEY ORDER. CONTACT DELINQUENT TAX COLLECTOR AT 803-642-2081 FOR CORRECT AMOUNT TO PAY.

PLEASE DETACH AND RETURN BOTTOM PORTION TO TREASURER TO INQUIRE PROPOSED PENALTY

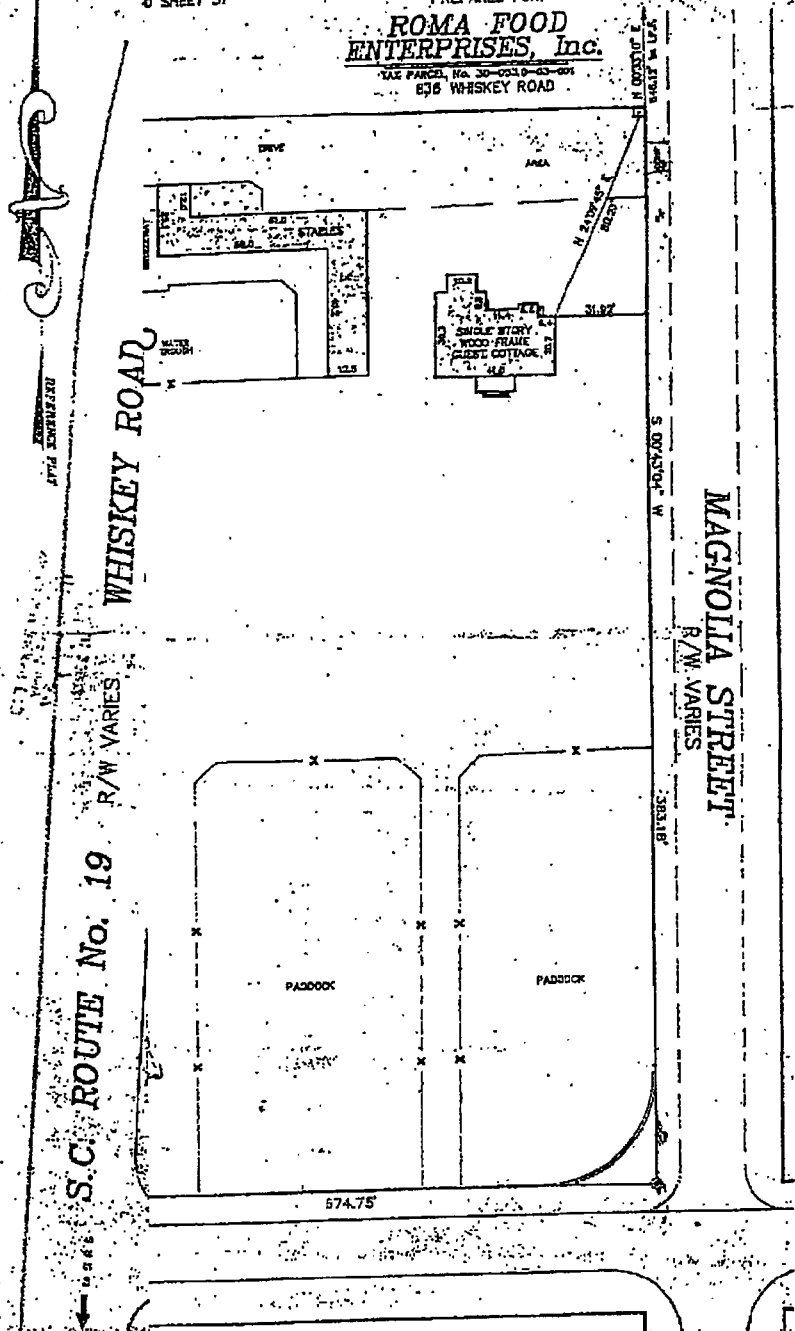
LEGEND
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 RAILROAD NEER'S OFFICE
 COLUMB
 POWER PO
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 ALL PROPERTY CO
 ARE 25 REBAR I
 868
 0 SHEET 31

BOUNDARY SURVEY
 WITH APPROPRIATIONS OF A
TRACT OF LAND
 KNOWN AS
"THE BALCONY"

CURRENT ZONING: R-15
 PROPERTY LOCATED IN THE CITY OF AIKEN
 AIKEN COUNTY, SOUTH CAROLINA
 SCALE: 1" = 40' DATE: OCT. 4, 1994

PREPARED FOR:
ROMA FOOD ENTERPRISES, Inc.

TAX PARCEL No. 30-003.0-03-001
 838 WHISKEY ROAD



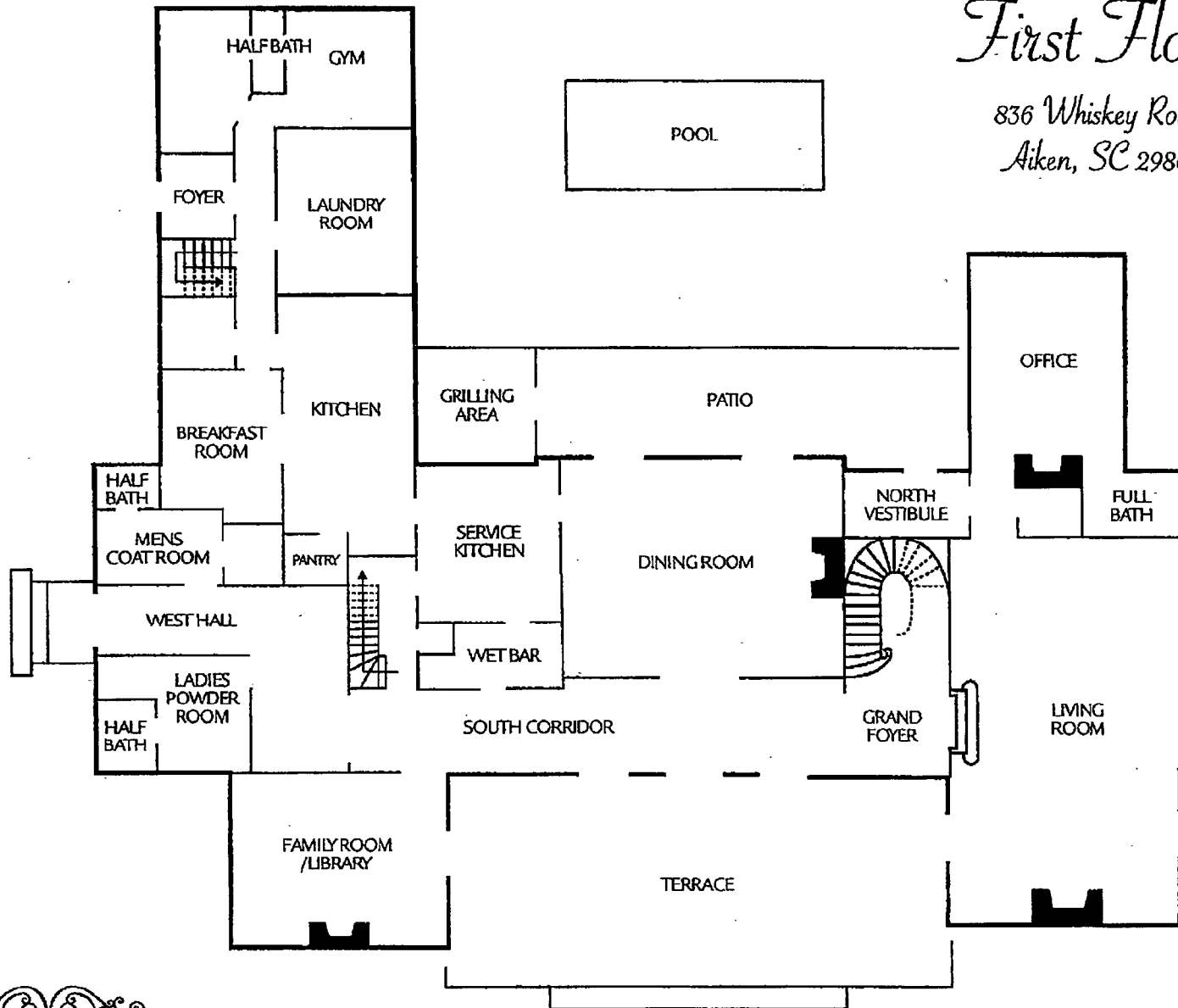
REFERENCE:
 PLAT OF "THE BALCONY"
 HANKINSON, SURVEYOR
 MARCH 9, 1928 AND FOUND
 BOOK 52 PAGE 458

PREPARED BY:
HASS & HILDEBRAND, Inc.
 POST OFFICE BOX 3276
 118 LAURENS ST. NW, SUITE 101
 AIKEN, S.C. 29802 (803) 648-1318

MADE BY:
 HASS & HILDEBRAND

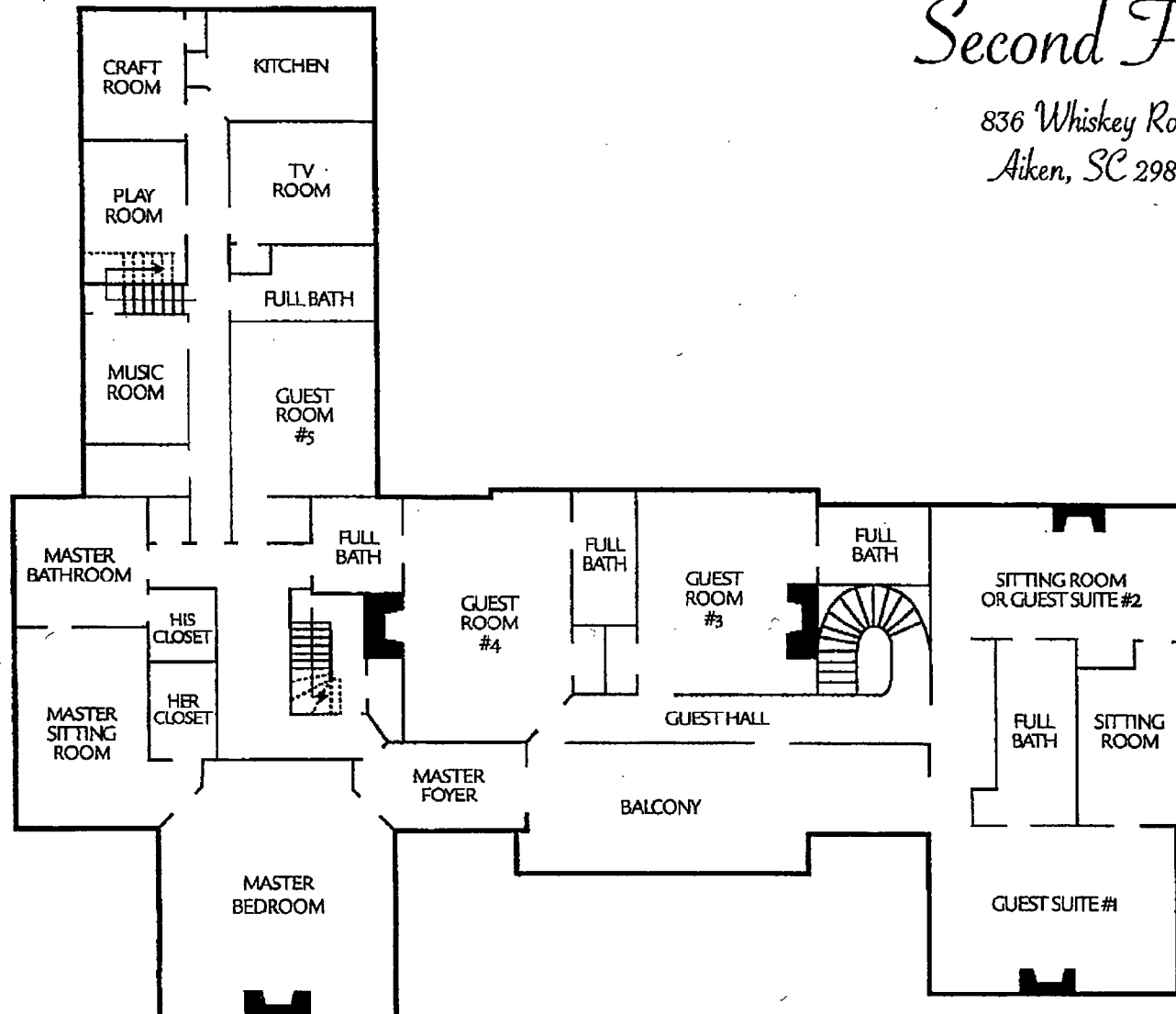
First Floor

836 Whiskey Road
Aiken, SC 29801

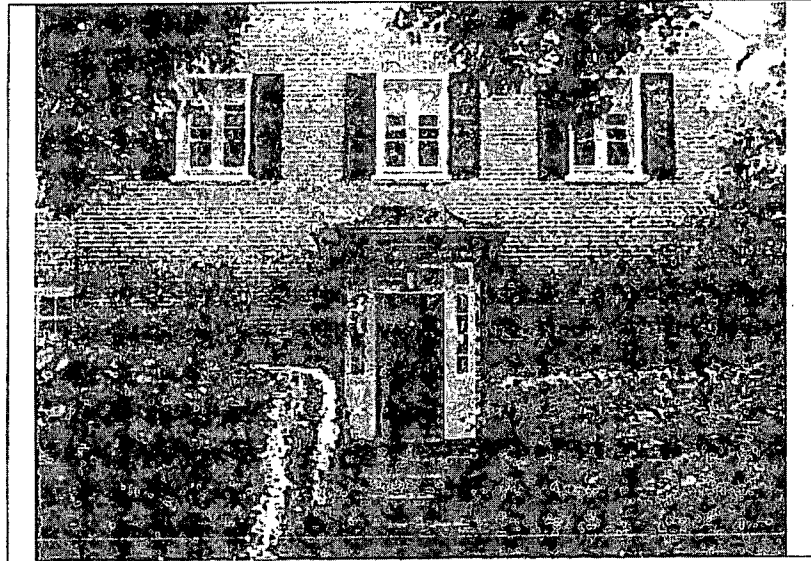


Second Floor

836 Whiskey Road
Aiken, SC 29801



The Balcony



Home Inspection Report

November 27, 2009

Prepared by

***Stevens Home &
Commercial Inspection Services, LLC***

*132 Coldstream Drive
Columbia, SC 29212*

Garry C. Stevens
License No. RBI 1716
NACHI Member No. 05111180



Client:
Real Estate Professional: N/A
Property Inspected: 836 Whiskey Road, Aiken, SC, also known as "The Balcony"
Inspection Date: November 27, 2009
Inspection Time: 10:00 a.m.
Approximate Construction Date: 1929
Rain in Past 72 Hours: Light - Moderate
Temperature: 60F
Weather: Fair
Present During Inspection: Owner, Inspector

BILL TO:

836 Whiskey Road
Aiken, SC 29803

DATE ITEM

11-27-09 Historic Home Inspection, Standard Construction

Our inspections are conducted in accordance with the *Standards of Practice of the State of South Carolina*, standard industry practices, and standard practices of the National Association of Certified Home Inspectors. The aforementioned standards govern home inspections in South Carolina, and include certain limitations. The scope of the residential inspection is a visual observation, with limited use of mechanical instruments, of readily accessible areas of the building, improvements, mechanical systems and appliances. The purpose of a residential inspection is to disclose the general conditions of the building, improvements, mechanical systems and appliances as they exist *on the day of the inspection*. The residential inspection report is not intended to be used as a guarantee or warranty, expressed or implied, regarding adequacy, performance, or condition of any inspected building improvements, mechanical system or appliance. The inspector

will take no position on value or make any representation as to advisability of purchase or suitability to use.

Systems and conditions that are not within the scope of the inspection include, but are not limited to: environmental hazards (e.g. lead paint, formaldehyde, toxic or flammable materials, asbestos, radon); pest infestation; portable appliances (e.g. washer, dryers, window air conditioners); security systems; telephone or television systems, fire or lawn sprinklers; swimming pools; spas or jetted tubs; tennis courts; playground or other recreational or leisure appliances or equipment; below ground septic or drainage systems; water wells; zoning ordinances; or any items considered cosmetic in nature. Any general comments about these systems and conditions are informational only and do not represent an inspection.

Initial Comments

I first had the pleasure of inspecting this fine home in 2006. I found it to be a grand residence, well laid out and appointed, very well kept and in good condition, in need of some maintenance to the roof. After seeing the home again I can honestly say that upkeep has been accelerated and its condition substantially improved. The roof maintenance has been done; indeed I believe the roofs on all other structures on the property have been replaced, along with many other improvements and replacements. What follows is a snapshot of its current state at time of inspection.

1.0 Roof: Cover, Structure & Attic

Description and Overview

Roof Style:	Gable	Attic Access:	Walk-in
Covering Material:	Slate; metal over porches	Attic Construction:	Rafters & Sheathing
		Attic Flooring for Storage:	Substantial
Roof/Attic Ventilation Methods:	Window vents; Chimney vents	Attic Headroom:	Ample
Estimated Age of Roof Cover:	Part original; see below	Insulation Type/Thickness:	See below
Gutters Present:	Yes	Estimated R-Value:	See below
Roof Inspection Method:	Binoculars from ground		
Attic Inspection Method:	Walked		

Section Details**1.1 Roof Cover Condition:**

Overall condition of slate roof covering is significantly improved from three years ago, when there were loose/missing slates on every pitch of the roof. Loose and missing slates were not observed on roof during this inspection. Per the owner, there has been extensive slate work performed since the previous inspection, and this was visually confirmed by me. A trained eye or close observation will notice that the newly installed slates, while a close color match, are slightly grayer, and more evenly and smoothly cut around the edges, with fewer scallops and less weathering. There are a number of such areas.

-Limbs may touch roof at right front corner area but this was not confirmed. Tall trees make it difficult to see roof in this area.

The overall look of the slate roof is good; it is appealing to the eye and looks to be in good functional condition.

INSPECTOR'S COMMENTS: It is worth noting here that lightening rod protection has been added to the home, with small, nearly invisible rods on ridges of roof, connected with multiple grounding rods near corners of the structure.

1.2 Visible Flashing and Roof Penetration Condition:

Roof flashings were not readily visible, although per the owner, all major roof flashings were replaced with copper.

1.3 Runoff Control - Gutters and Downspouts:

Copper gutters and downspouts are present on all eaves; downspouts feed into underground drainage system.

1.4 Attic Access /Condition:

Satisfactory. Forward stairwell (main stairwell is aft) rises to attic level.

1.5 Roof Sheathing/Evidence of Leaks:

-No problems observed around skylights, windows or other penetrations, with exception described below. Roof sheathing was not visible in areas with fiberboard ceiling, which is most of the attic.

-At fiberboard ceiling around chimney adjacent to attic entry door: ceiling material was stained and tested wet, as did a 2x4 supporting the ceiling material. The location of moisture next to a chimney typically suggests a flashing issue, but I could not directly see the roof sheathing or flashing, as it was blocked by ceiling material. The owner was notified of this condition and reports that the area was promptly corrected -- under warranty -- by Century Slate of Durham, NC. Stains were present on other areas of ceiling material, particularly around one of the half-round window vents. All other such stained areas tested dry.

1.6 Attic & Roof Framing/Bracing:

Satisfactory. Descriptions below describe cosmetic conditions.
-Charred and blackened framing in the attic indicates there was likely a fire in the attic at some point in the past. Visible framing and sheathing shows lumber darkened by smoke, with some areas lightly charred on the surface, and others replaced or reinforced where necessary. In some instances, structurally sound but surface blackened rafters are supporting beautiful and newer roof sheathing, which has obviously been replaced, implying that significantly damaged wood was removed and replaced. In my opinion, framing and sheathing are structurally sound based on visible evidence; components apparently were replaced and/or reinforced on as needed basis. I would venture to speculate that fiberboard ceiling material in attic was added after repairs to mask charring and odor. NOTE: this is very old damage. The attic looked exactly the same during inspection three years ago. There was and is no remaining smoke odor. Based on stains and dings present on the fiberboard ceiling, it has been in place over the fire evidence for a very long time.
-A crack visible above main stairwell skylight looks to be cosmetic; looks exactly the same as three years ago.

1.7 Attic/Roof Ventilation:

Satisfactory. Fresh air ingress via half round windows that open; air egress via vents built into the chimneys; indicates thoughtful design for early 20th Century.

1.8 Attic Flooring:

Satisfactory. Floored in all areas except above service wing.

1.9 Attic Insulation:

-Soft blown fiberglass insulation is present above service wing at a depth of approximately 12 inches, equating to around R30.
-In floored areas of attic: it is not known what/how much insulation is present. There are a few areas with open flooring however, next to exterior walls and furnaces. These areas have been filled with insulation to the depth of the cavity.

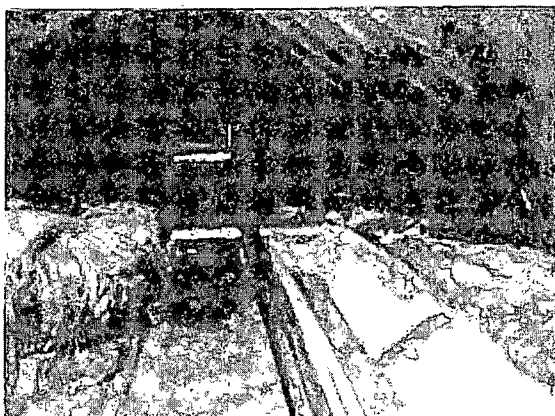


Figure 1-Attic view above service wing

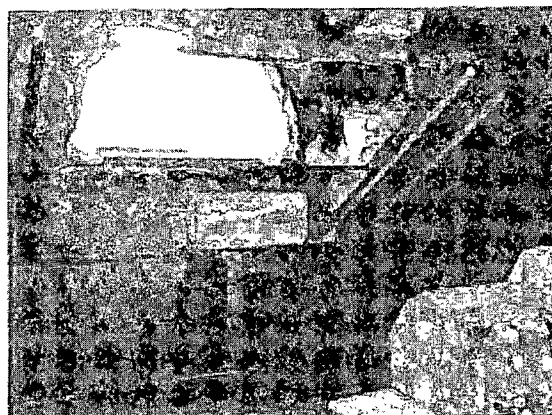


Figure 2-Stains around east side attic windows; tested dry

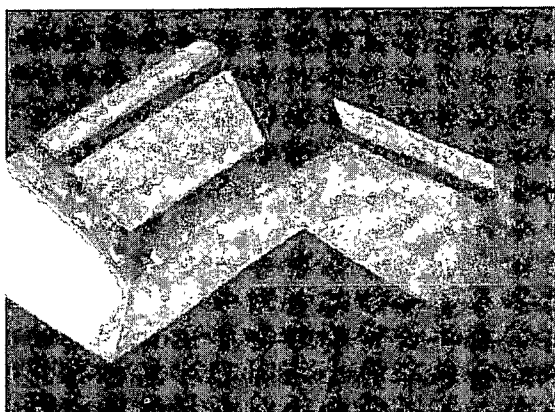


Figure 3-Crack beneath skylight is unchanged

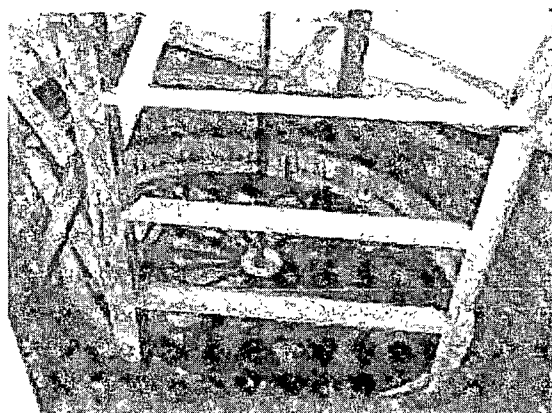


Figure 4-Skylight room

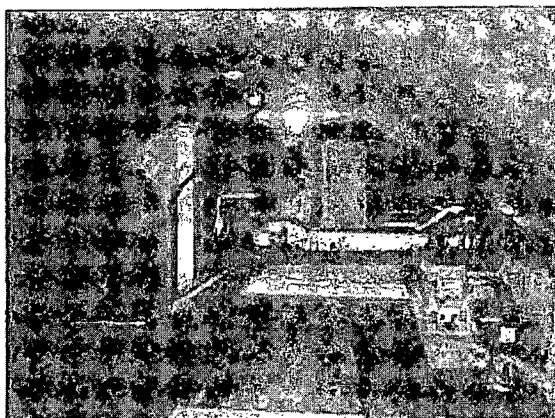


Figure 5-Attic view

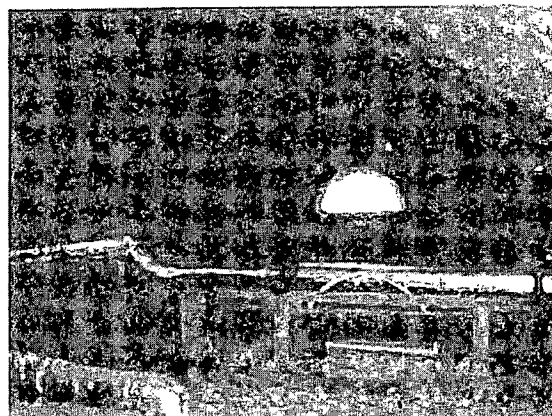


Figure 6-Attic view

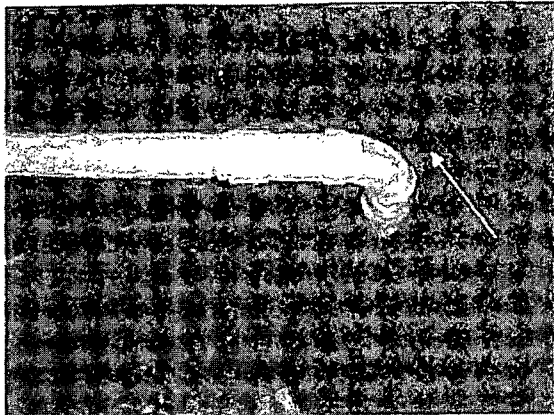


Figure 7-The area indicated tested wet

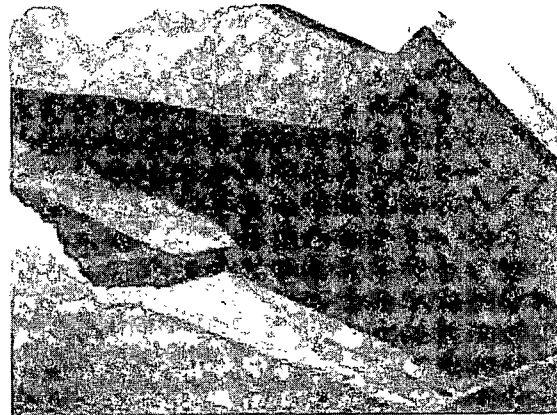


Figure 8-Typical of charred and replaced roof framing

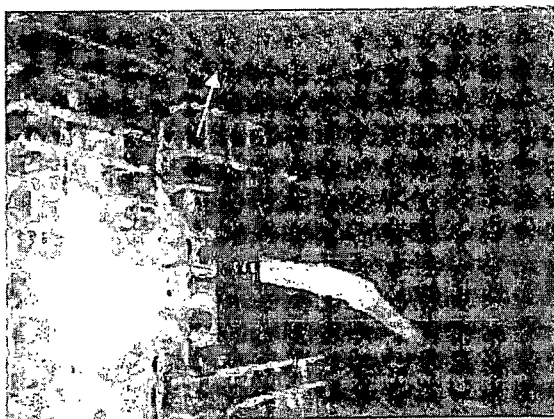


Figure 9-Furnace vents into chimney; stain on attic ceiling tested wet

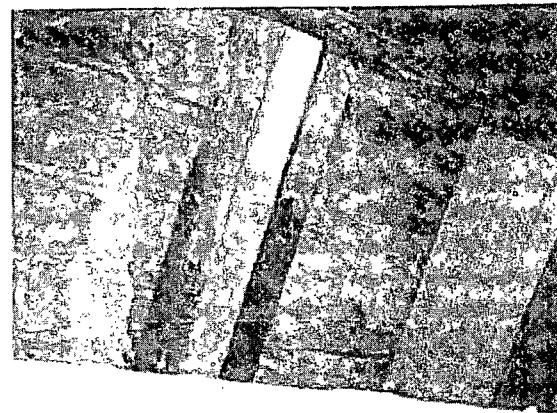


Figure 10-Typical of charred and replaced/reinforced roof framing



Figure 11-Arrows indicate typical views of replaced slate material

2.0 Outside Grounds and Drainage

Description and Overview

Soil Type:	Sand	Walkway Material:	brick
Grading Trend:	Basically level	Close Shrubby and Trees:	Satisfactory.
Swales:	n/a	Fencing:	See below
Driveway Material:	Gravel	Irrigation:	n/a

Section Details

- 2.1 Grading Trend of Lot, Appropriate Swales:**
Satisfactory.
- 2.2 Grading and Drainage Around Foundation:**
Satisfactory.
- 2.3 Shrubbery and Trees:**
Generally good, but tree limbs may touch roof at right front corner.
- 2.4 Walkways:**
Satisfactory.
- 2.5 Driveways:**
Satisfactory.
- 2.6 Fences:** *[Fences are evaluated where they intersect the house and at gates adjacent to the house. Entire fence runs may be long and obscured by shrubbery or overgrowth.]*
Satisfactory.

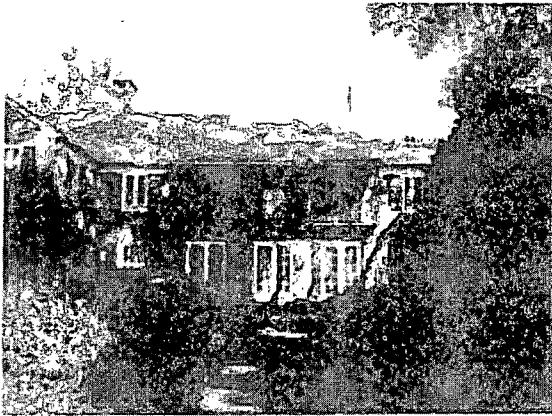


Figure 12-East Face

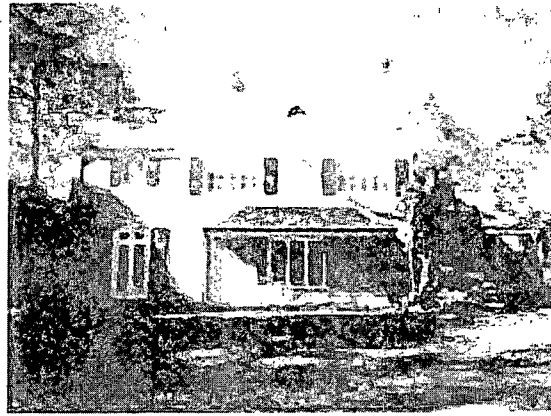


Figure 13-North Face



Figure 14-West Face

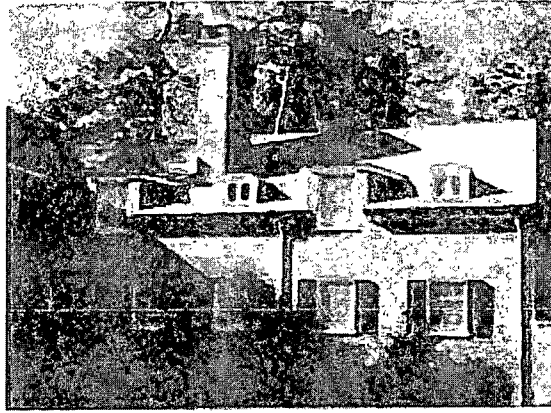


Figure 15-Service wing

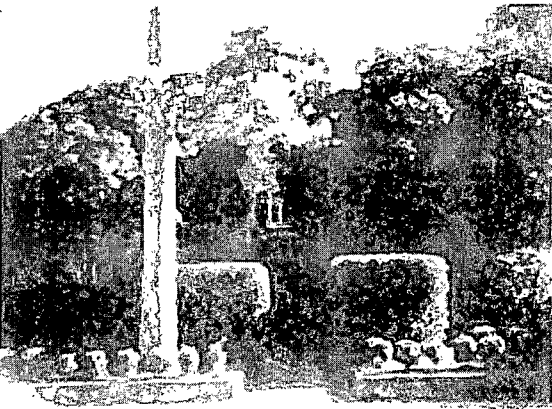


Figure 16-South Face (front)

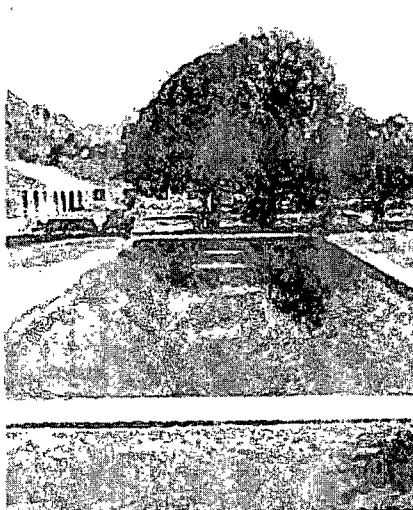


Figure 17-Pool, tennis court and stables

3.0 Exterior Surfaces , Chimney and Fireplace

Description and Overview

Siding Material:	Brick; slate	Windows:	Wood sash
Soffit Material:	Wood	Doors:	Wood
Fascia Material:	Wood	Screens Present:	Partial
Visible Foundation Walls:	Brick	Chimney Material:	Brick
Appurtenant Structures:	Stable, cottage	Paint Condition:	Satisfactory.
Storm Windows:	none		

Section Details

3.1 Eaves, Soffits & Fascia:

Satisfactory.

3.2 Siding, Exterior Foundation Walls:

-Small cracks where brick perimeter wall interfaces with exterior brick wall near exterior basement entrance. The area looks exactly the same as three years ago. In my opinion, this condition is stable and not a cause for concern. Note that I could not view all exterior/foundation walls due to shrubbery present.

-Minor structural settlement is present, evidenced by small crack at upper level corner adjacent to 5-window set, north side, east corner, above metal porch roof. In my opinion, this is not an area of concern at this time. Crack looks the same as three years ago.

Some exterior surfaces were not visible, particularly at right front corner area, where trees and shrubbery are closest to house.

3.3 Doors, Frames, Thresholds, Storm/Screen Doors:

Downstairs exterior doors are Satisfactory.

-Upstairs atrium style doors leading onto east porch were stuck from paint or nonuse and did not open.

RECOMMENDATION: Correct as necessary.

3.4 Windows, trim, Storm Windows, Screens:

Satisfactory from exterior.

3.5 Attached Porches & Railings (Including decks, patios, balconies):

Satisfactory. Note that I could not access 2nd level exterior porch on east side.

3.6 Retaining Walls:

None present.

3.8 Paint Condition:
Satisfactory.

3.9 Visible Chimney Areas and Fireplace:

-The home has a total of eight masonry fireplaces. While all appear in good structural condition, voids in masonry grouting between bricks was visible in all fireboxes.
-Hairline crack visible in middle chimney as seen from east side; no evidence of movement/settlement. In my opinion, this is not an area of concern at this time.

RECOMMENDATION: Firebox voids should be filled with fireclay and otherwise corrected as deemed necessary by a certified chimney sweep prior to burning wood fires.

FIREBOX VOIDS HAVE BEEN REPAIRED
AND PAINTED



Figure 18-Right front



Figure 19-Area overview: where main house meets service wing, & exterior basement entrance

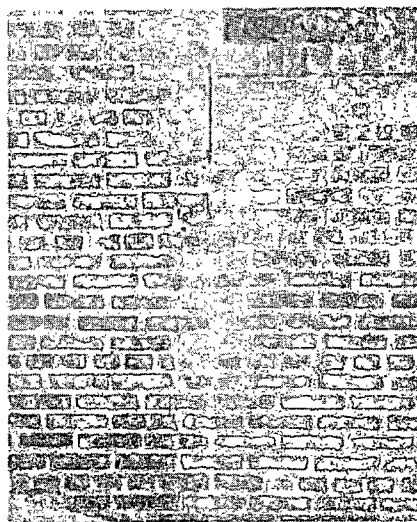


Figure 20-Closeup of previous figure: minor settlement where exterior house wall meets brick perimeter wall



Figure 21-Area overview: North face of home



Figure 22-Closeup of previous figure: minor settlement

4.0 Garage/Carport

Description and Overview

Garage Style:	None present	Door Spring Type:	
Enter From:		No. Cars:	
Bay Doors:		No. Bay Doors:	
Automatic Openers:		Auto Reverse Trigger:	

Section Details

- 4.1 Personnel Door Condition/Operation:
n/a
- 4.2 Bay Door Condition/Operation:
n/a
- 4.3 Opener Condition/Operation:
n/a
- 4.4 Slab/Interior Walls:
n/a

5.0 Home Interior

The Inspector does not evaluate cosmetic conditions and will not comment on floorcoverings, wall coverings, window treatments, interior trim or partition walls unless observed conditions are deemed, by benefit of experience, to be symptomatic of deeper structural problems.

Section Details

- 5.1 Ceilings:
Satisfactory.
- 5.2 Walls:
Satisfactory.
- 5.3 Floors:
Satisfactory.
- 5.4 Interior Doors:
Satisfactory.

5.5 Stairs:
Satisfactory.

5.6 Windows:
-Windows were stuck from paint or non-use in following areas: all 2nd level windows.
-Active moisture penetration and minor wood decay present in 2nd level service wing bathroom window sash.

RECOMMENDATION: Free stuck windows in bedrooms. All designated sleeping rooms should have openable windows or doors to allow quick exit in the event of a fire or other emergency.
Repair/replace decayed wood as necessary.

5.7 Stairs:
Satisfactory.

5.9 Comments/Other Components:
n/a

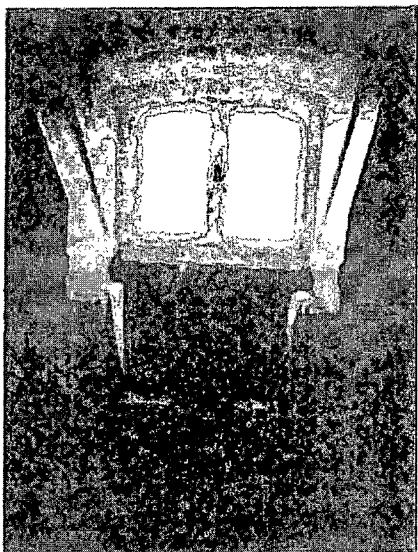


Figure 23-Area overview: service wing upstairs bath

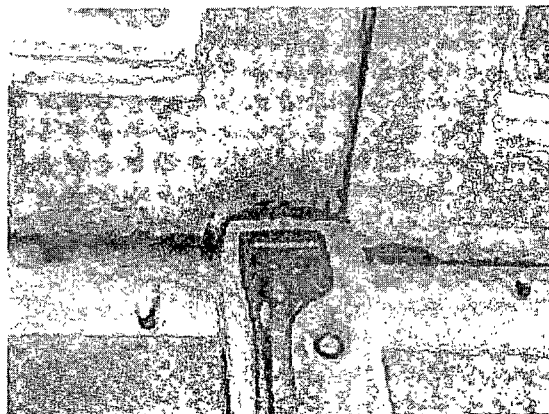


Figure 24-Closeup of previous figure: active moisture penetration/minor wood decay



Figure 25-Formal living room



Figure 26-Main hallway, as seen from formal living room

6.0 Kitchen / Appliances

[Plumbing and Electrical Components, such as sinks, fixtures, waste lines, GFI receptacles and circuits, are covered in those respective sections. Built-in appliances are included here. Appliances not built-in or attached are considered personal items and are not evaluated.]

A prep kitchen and serving kitchen are present. Both have dishwashers; there is only one range.

Description and Overview

Range/Fuel:	Natural gas	Range Hood/Fan Type:	Ducted; commercial style
Cooktop/Fuel:	n/a	Built-in Microwave:	n/a
Dishwasher:	Miele, two present	Trash Compactor:	n/a
Disposal:	Yes		

Section Details

6.1 Oven, Range, Range Hood:

All cooking appliances are Satisfactory in both main kitchens (prep kitchen and serving kitchen).

-The upstairs maid's kitchen (upstairs, in service wing apartment) has a small electric range, with range hood that vents into attic.

RECOMMENDATION: The range hood duct should be extended so as to terminate at an exterior point on a roof or wall, away from any potential ignition source, such as an exhaust vent for a gas appliance or furnace. While venting into attic was common practice in years past, it is now considered a fire hazard and is no longer allowed in new construction.

6.2 Dishwasher:

Satisfactory in both kitchens. Dishwashers believed to have internal high loops, as many high end models now have.

6.3 Other Appliances:

Electric plate warmer is vintage; works. A servant's call system is present; this was not tested. An incinerator is present; this was not tested.

6.4 Disposal:

Satisfactory in both sinks.



Figure 27-Caumartin gas range and commercial style hood

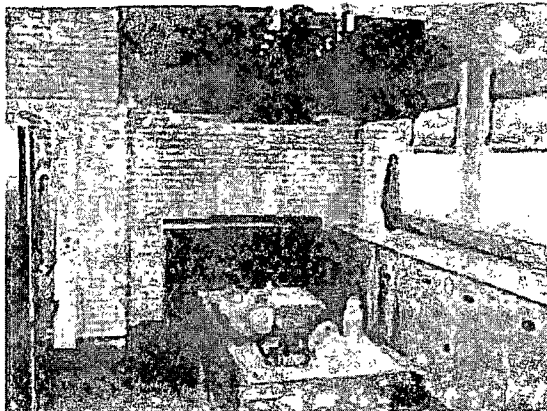


Figure 28-Main kitchen

7.0 Bathroom Components

[Bathroom items such as tubs, fixtures, piping and traps are included in Section 10, Plumbing. Lighting, Fans and GFCI receptacles are included in Section 9, Electrical. The items included in this section are unique to bathrooms only.]

The home is served by seven full baths (five on second level) and 3 ½ baths.

Section Details

7.1 Vent Fan/Ventilation:

- All full baths located on exterior walls vent via window, with exception of master, which has vent fan; I could not determine the termination point of vent.
- Office shower and 2nd level shared bath at rear are on interior walls and have a venting system of older design directly above showers. I could not determine if the vents have an active fan or are simple passive steam vents, or whether they work properly and effectively.

7.2 Caulk and Grout:

- Small voids in grout were observed in following locations: master shower seat area, and office shower near floor.
- Shared bath upstairs at rear: shower door threshold is loose; appears due to grout or caulk.

GROUT REPAIRED WHERE NEEDED

RECOMMENDATION: All voids and open grout lines should be grouted/filled as necessary to prevent future or further damage to wood or other components of the home. *GROUT REPAIRED WHERE NEEDED*

7.3 Toilet/Bidet Stability:
Satisfactory.

7.4 Other Components:
n/a

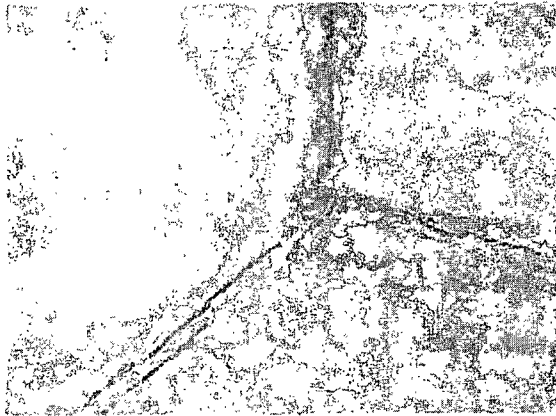


Figure 29-Grout voids, master shower



Figure 30-Grout voids, office shower

8.0 Laundry

Description and Overview

Location:	Service wing	Dryer Fuel:	Electricity
Hot Water Bibb:	Yes	Dryer Vents to:	Exterior; basement
Cold Water Bibb:	Yes	Wastewater Discharge Port:	yes

Section Details

8.1 Washer Hookups & Drain:
Satisfactory.

8.2 Dryer Fuel and Vent:
Fuel: Satisfactory. Two dryer hookups are present in laundry.
One vents to exterior; the other vents to basement.

RECOMMENDATION: Dryer venting into basement should be rerouted so as to vent outside the structure.



Figure 31-Alternate dryer venting into basement

9.0 Electrical System

Description and Overview

Service Cables:	Underground	Overcurrent Protection:	Breakers
Ground Method:	Anode rod	Panel Brand:	Cutler Hammer
Ground Location:	At meter	Panel Location:	Basement
Service Size:	400 amps	Circuit Wiring Conductor:	Copper
Circuit Wiring Type:	Romex, others (see below)	Smoke Detector Location(s):	Not located
GFI Present in Wet Areas:	Other; see below		

Section Details

9.1 Service Drop:

Underground, not visible for inspection

9.2 Meter/Mast/Conduit:
Satisfactory.

9.3 System Ground:
Satisfactory.

9.4 Distribution Panel: - CIRCUIT BREAKER REPLACED AND SIZED CORRECTLY.
Two 200 amp panels are present in basement.
-Improperly sized breakers are present as follows: The right panel has a 50 amp breaker controlling a #10 copper circuit wire, left bus, third breaker from bottom.

RECOMMENDATION: Improperly sized breakers should be replaced with correct sizes as follows, to help prevent overheating of circuit wires and fire-related hazards: a #10 circuit wire is typically controlled by a 30 amp breaker.

9.5 Visible Wiring (Including Attic and Crawlspace Wiring):
Satisfactory. Visible wiring is modern romex, with some BX armored cable, and some wiring inside thin wall metal conduit.

9.6 Receptacles:
Satisfactory.

9.7 Switches, Lights, Ceiling Fans:
Satisfactory.

9.8 GFCI Receptacles and Circuits:
Exterior: exterior outlets have GFCI protection; Satisfactory.
Interior: GFCI outlets were unknown when this house was designed and originally wired. Switched outlets were installed in wet areas to help provide protection against water induced faults. Switched outlets have indicator lights that denote a hot (switched on) circuit.

9.9 Smoke Detectors:
Not evaluated.

9.10 Doorbells:
Satisfactory.

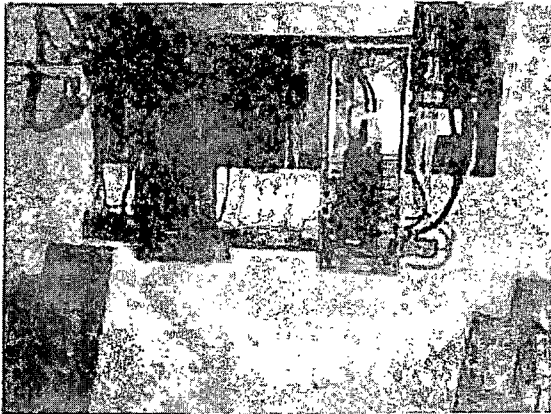


Figure 32-Electrical panels

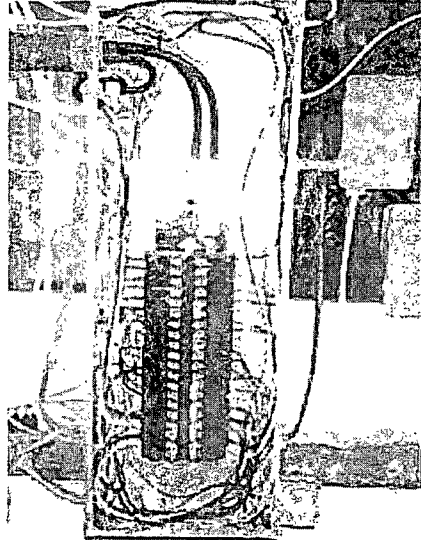


Figure 33-Left panel

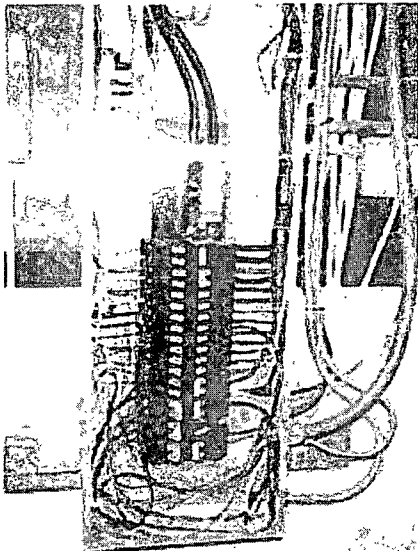


Figure 34-Right panel

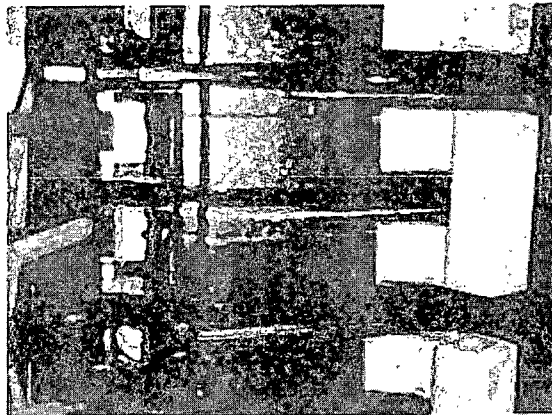


Figure 35-50 amp breaker on #10 wire

10.0 Plumbing System

Description and Overview

Water Type:	City water	Sanitary Waste Disposal:	Public sewer
Meter Location:	Not located	Visible Supply Pipes:	Copper; PVC
Main Cutoff Location:	Meter, basement	Visible Discharge Pipes:	Cast iron
Water Heater Type:	Storage tank	Water Heater Capacity:	148 US Gal
Water Heater Fuel:	Nat Gas	Water Heater Location:	Basement boiler room

Section Details

10.1 Water Service, Supply & Pressure:
Satisfactory.

10.2 Pump/Meter:
Meter was not located or evaluated. Note that a private well has been installed on grounds; it is my understanding that this serves the appurtenant structures and does not serve the home, and as such was not evaluated.

10.3 Visible Supply Piping:
Satisfactory.

10.4 Visible Discharge Piping:
Satisfactory.

10.5 Water Heater:
Two A.O. Smith 74 gallon gas-fired water heaters present in boiler room; they are identical at 75,100 BTUs each. Manufactured 2007; clean and in good condition; no corrosion or leaks observed. Units cycled normally during inspection. TPR valves extended to floor; floor drain present. An insulated hot water holding tank is present; per owner, this has been bypassed for economic/efficiency reasons.

10.6 Fixtures/Faucets:
Satisfactory.

10.7 Basins, Drains, Traps:
-A leak was observed beneath lavatory stopper assembly in second level suite in rear. Owner was notified and is addressing.

LEAK REPAIRED

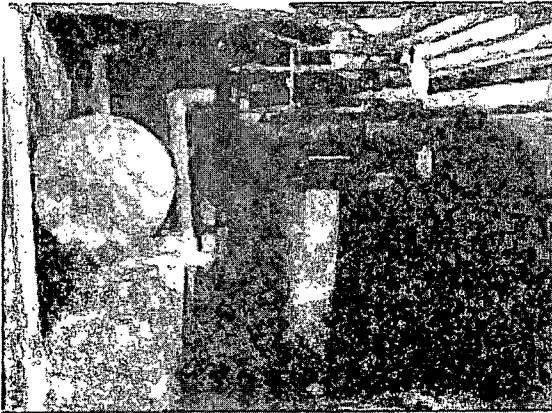


Figure 36-Boiler room

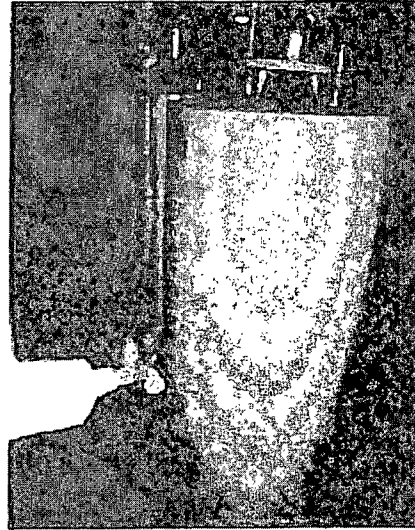


Figure 37-Water heaters

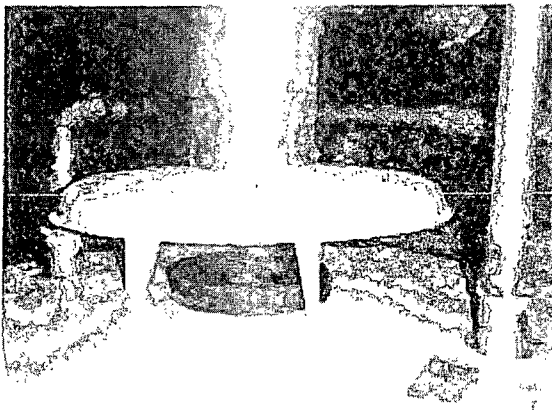


Figure 38-Water heater No. 1 connections

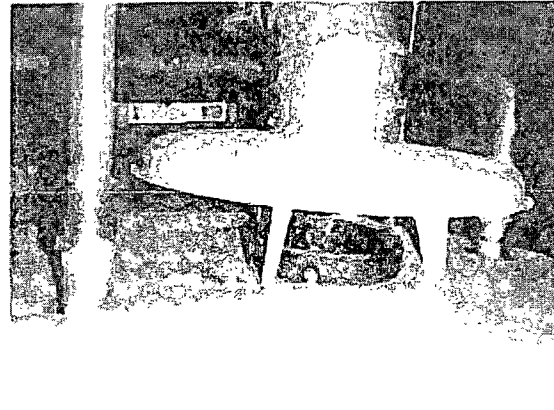


Figure 39-Water heater No. 2 connections

Figure 40-Boiler data plate

11.0 Heating/Cooling System

Description and Overview

Equipment Type:	Split Gas furnace	Estimated Age:	8-9 yrs
Fuel:	Nat gas	Manufacturer:	Trane
Filters In Use:	Yes		

Duct Type	Rigid and flex		
Condenser Location:	East side; west side	Supplementary Heat Type:	See below
Furnace Location:	Attic; basement; crawlspace	Supplementary Heat Location:	n/a

Section Details

11.1 Equipment Operation/Condition:

The home is served by five natural gas central heating/cooling systems, with three furnaces located in attic, one in basement and one in crawlspace. All furnaces are vented to exterior as required. All equipment manufactured by Trane in 1999 or 2000; Satisfactory. Systems responded to thermostatic controls and cycled normally during inspection. No water was in drip pans at time of inspection. All units have condensate pumps and drip pans or drain into basement sump. Systems were not inspected in cooling mode due to low ambient temperatures, in accordance with S.C. guidelines for cool weather inspections.

-Note that in crawlspace furnace, the concrete floor was wet around the furnace. Air conditioning was not running at time of inspection and drip pan was bone dry; per the owner this is likely a due to a leak in the humidifier supply line. Owner was notified and is addressing. *REPAIRED BY BRAGG HEATING*

NOTE that a steam heat system is present with natural gas-fired boiler. All steam piping and radiators are present throughout the home. This system was not tested and current owner reports he has not attempted to use it.

11.2 Ducts/Register Condition:

Satisfactory.

11.3 Air Distribution:

Satisfactory.

11.4 Filters:

Satisfactory.



BRAGG HEATING CO., INC.
1926 Park Avenue East
AIKEN, SC 29801-4780

STATEMENT

12-24-09

DATE _____

(803) 648-0387

836 Whiskey Road
Aiken, SC 29801

TERMS WE ACCEPT VISA AND MASTER CARD PAYMENTS.

\$ _____ AMOUNT PAID

PLEASE DETACH FOLD AND ENCLOSE WITH YOUR REMITTANCE. KEEP BOTTOM PORTION FOR YOUR RECORDS.

DATE	CHARGES AND CREDITS	BALANCE
	BALANCE FORWARD ▶	
12-14-09	labor and materials to check furnace (water under furnace). Replaced coupling on flue.	
	coupling	\$16.50
	labor	90.00
	Total	\$106.50

BRAGG HEATING CO., INC.

Thank You

PAY LAST AMOUNT
IN THIS COLUMN

This is Remain For Water By
one The Units in Basement
Picture Page 27

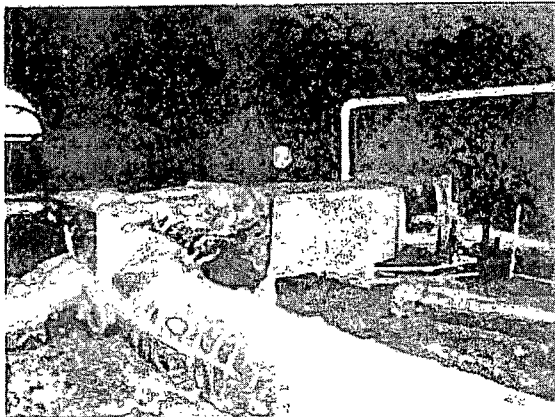


Figure 41-Attic furnace: front of home



Figure 42-Attic furnace: above service wing

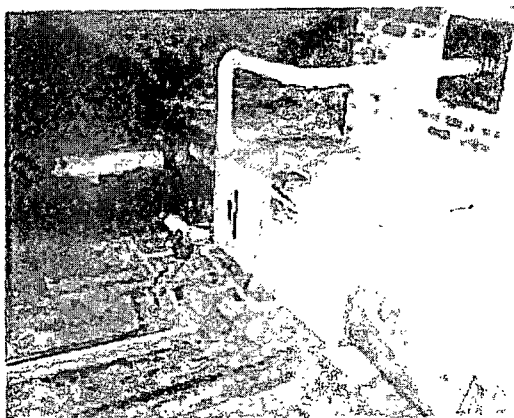


Figure 43-Attic furnace, central part of home

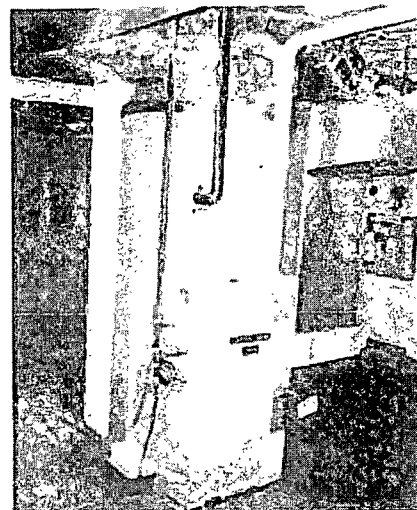


Figure 44-Basement furnace

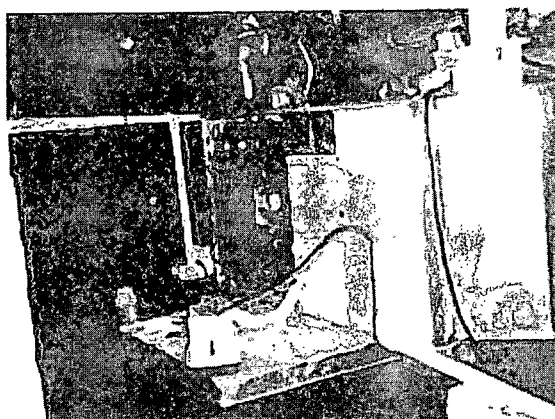


Figure 45-Crawlspace furnace



Figure 46-Closeup of previous figure: water on crawlspace floor



Figure 47-Boiler data plate

12.0 Foundation, Crawlspace, Basement

Description and Overview

Foundation Type:	Basement; crawl space	Inspection Method:	Crawled; walked
Entrance Location:	Forward stairs; exterior of service wing	Vapor Barrier Coverage:	See below
Foundation Materials:	Brick	Insulation Type & R-Value	None
Supporting Structure Material:	Standard wood; steel I-beams		

Section Details

- 12.1 Access Type, Location & Condition:
Satisfactory. Exterior basement entrance was locked and not inspected.
- 12.2 Foundation Walls:
Satisfactory.
- 12.3 Slab Condition:
Satisfactory.
- 12.4 Pier Condition:
Satisfactory.
- 12.5 Beams, Sills, Joists:
Satisfactory.

12.6 Insulation:
n/a

12.7 Vapor Barrier:
None present; the crawlspace is entirely concreted.

12.8 Underfloor Ventilation:
Satisfactory.

12.9 Water Intrusion or Unusually Damp Areas:
As described in 11.1.

12.10 Wood Decay From Leaks:
None observed.

12.11 Active Leaks or Evidence of Leaks:
None observed.

12.12 Evidence of Infestation:
Old termite damage was present in crawlspace, generally in the corner area beneath where formal living room meets hallway. One of two areas appear to have been probed by termite inspector. In my opinion, the damage is old and not structurally significant. The areas look the same as three years ago.

RECOMMENDATION: Termite inspector should comment on these areas.

NOTE that comments regarding infestation (including pest and fungal infestation) are informational only, and are not intended as a substitute for an infestation report or CL 100 letter, which must be issued by a licensed pest control operator.

12.13 Inaccessible Areas:
None present.

12.14 Floored Basement Areas:
Satisfactory.

12.15 Sump & Pump:
Present in basement; pump not tested as it was beyond my reach.



Figure 48-Support structure is partially steel I-Beams

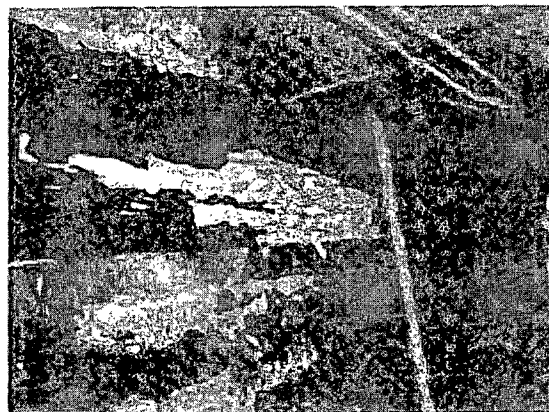


Figure 49-Beam has been probed for structural pest damage



Figure 50-Old termite scarring, close to previous figure, beneath formal living room/hallway corner

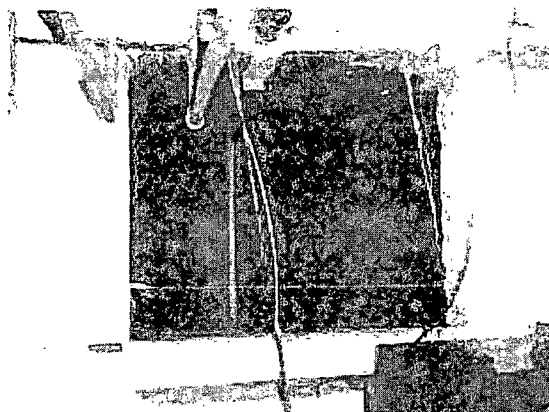


Figure 51-Entrance from basement into rear crawlspace



Figure 52-Crawlspace view

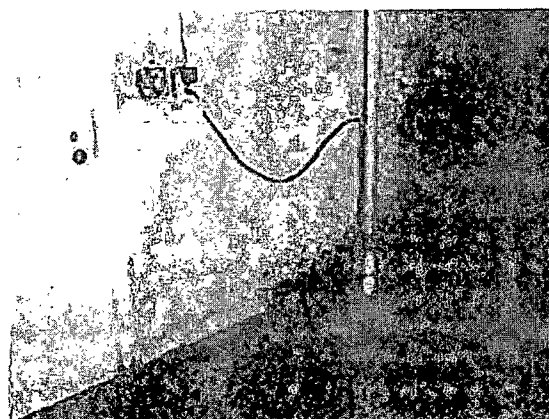


Figure 53-Basement sump

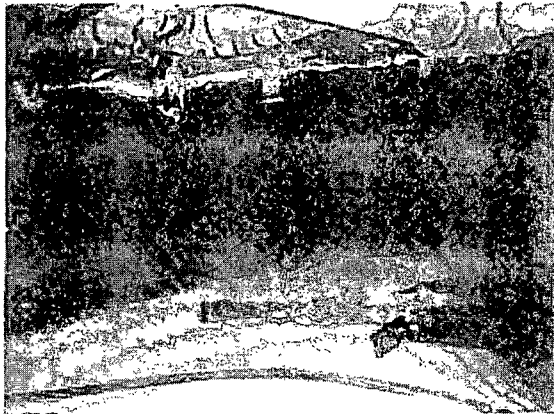


Figure 54-Crawlspace view

13.0 Appurtenant Structures

Other structures on property include stable and cottage. Perfunctory inspections of these structures were as follows. Systems not discussed were not inspected.

STABLE: Wood frame structure with architectural shingle roof covering, which has been replaced since inspection 3 years ago. Roof was viewed from ground. Stable plumbing includes gas-fired water heater, which cycled normally during inspection and is in good visual condition.

COTTAGE: Structure looks to be part stucco on frame and part stucco on masonry. Suitable for rental and is currently occupied. Architectural shingle roof was viewed from ground; fully floored attic walked inside; no roof leaks evident. Heating is via gas furnace in basement, which has been replaced since inspection 3 years ago, and central air conditioning has been installed. Heat cycled normally during inspection; cooling system was not evaluated due to low ambient temperatures and S.C. guidelines for cool weather inspections. Gas range works and looks to be reasonably new. Older model gas-fired water heater in basement cycled normally during inspection. TPR valve is not extended. Cottage has two bathrooms; both functioning normally at time of inspection. Electrical panel is 200 amps; evaluated externally. Romex wiring visible in good condition.

RECOMMENDATION: TPR valve should be extended to the exterior or to within 6 inches of basement floor.

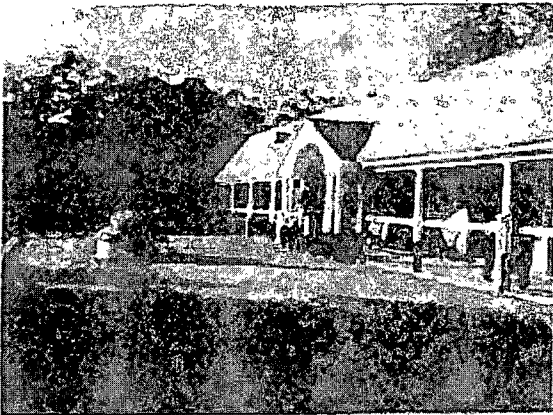


Figure 55-Stable

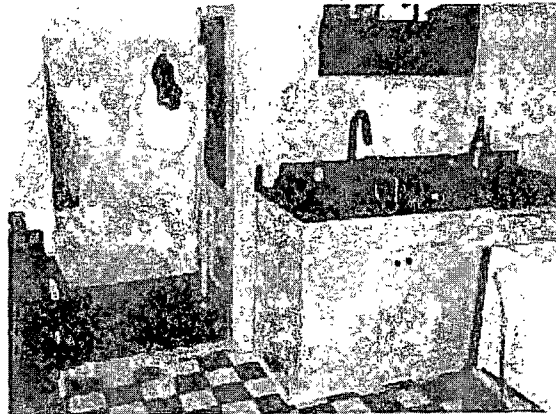


Figure 56-Cottage kitchen

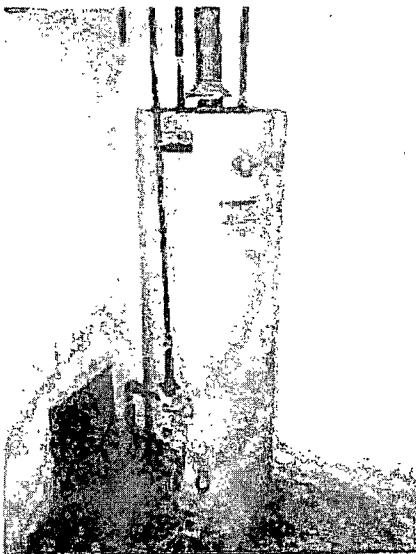


Figure 57-Cottage water heater



Figure 58-Cottage furnace

The Following Resources Are Suggested For Further Information:

HOME MAINTENANCE

- Blackburn, Graham. *Year Round House Care: A Seasonal Checklist for Basic Home Maintenance*. Mt. Vernon, New York: Consumer Reports Books, 1991.

The title says it all. Contains a particularly good section on "Structural Checkups."

- Carey, James and Carey, Morris. *Home Maintenance for Dummies*. New York, New York: Wiley Publishing, 2000.

A basic but clear and informative guide to maintaining all areas of your home. Recommended for the less handy, or the "home improvement challenged."

REMODELING AND RENOVATION

- Berges, Steve. *101 Cost-Effective Ways to Increase the Value of Your Home*. Chicago, Illinois: Dearborn Trade Publishing, 2004.

The subtitle is "Featuring Projects That Will Add \$1,000 To \$100,000 To The Value Of Your Property." Takes you step-by-step through the home improvement process, beginning with plans and permits.

- Adler, Bill, Jr. *Outwitting Contractors*. Guilford, Connecticut: The Lyons Press, 2001.
- Enough said.

HOME AND COMPONENT REPAIR

- Beckstrom, Robert J., et al. *Ortho's Home Repair Problem Solver*. San Ramon, CA: Ortho books, 1995.

An excellent guide to assessing and fixing many of the most common problems around the home, with sections on plumbing, electrical, mechanical, doors and windows, and indoor and exterior structural issues.

- Better Homes and Gardens. *The Big Book of Home How To*. Des Moines, IA: Meredith Books, 2003.

A nice reference, with sections on how to work with problems in the following areas: Wiring, Plumbing, Doors and Windows, Roofing, Siding, Heating and Cooling, and others.

- Better Homes and Gardens. *New Complete Guide to Home Repair and Improvement*. Des Moines, IA: Meredith Books, 1997.

Sections on Inside Your Home, Outside, Your Home's Systems, and basics you should know. Shares lots of information with its newer cousin, listed above. Better Homes and Gardens has several versions of similar books in print; all are good.

- Becker, Norman, P.E. *Popular Mechanics 500 Simple Home Repair Solutions*. New York, New York: Hearst Books, 2004.

An excellent guide to maintaining your home and its components, similar to Popular Mechanics' regular monthly magazine features.

- Schultz, Mort. *Fix It Yourself For Less*. Yonkers, New York: Consumer Reports Books, 1993.

A basic guide to repairing large and small appliances and outdoor power equipment.

- Carrell, Al. *Super Handyman Al Carrell's 1000 Questions About Home Repair and Maintenance*. Arlington, TX: Summit Publishing Group, 1997.

A guide to fixing most anything around the home, in question and answer format.

- Warde, John. *The Healthy Home Handbook*. New York, NY: Times Books, 1996.

(Continued on next page)

The subtitle of this book is "All You Need to Know to Rid Your Home of Health and Safety Hazards," but the book is much more than this. Warde provides thorough discussions on the dangers and potential dangers from lead, asbestos, radon, fire hazards and volatile organic compounds, but also devotes space to electrical systems, combustion products and appliances, and ventilation systems. He explains in plain terms the workings of many of these kinds of systems, and describes simple tests and projects most anyone can perform to reduce hazards. Notably absent is a discussion of mold, a concern that has arisen largely since this work was published. If you are concerned about the presence of mold, you may wish to visit the Environmental Protection Agency's web site listed below.

WEBSITES:

- http://www.popularmechanics.com/home_improvement

A good web site that will help explain the mechanics of most anything around the home. Lots of education available, and how to's. Like the magazine features, describes a lot of the latest equipment and gadgetry available, while providing answers and fixes to many common questions and issues.

- <http://www.bhg.com/>

Better Homes and Gardens web site. Click on "Home Improvement." A good, but in my opinion, more rudimentary guide than Popular Mechanics. Can wear you down with pop-ups and other advertisements.

- <http://www.naturalhandyman.com>

Maybe the most comprehensive site there is.

- <http://www.factsfacts.com/MyHomeRepair/>

My personal favorite. A ton of information, with personality.

- <http://www.epa.gov/iaq/molds/moldguide.html>

U.S. Environmental Protection Agency web site, subtitled "A Brief Guide to Mold, Moisture, and Your Home".

- <http://www.scdhec.gov/eqc/baq/html/indoorair.html>

S.C. Department of Health and Environmental Control web site for indoor air quality. Here you can access valuable information about many indoor pollutants, and also access SCDHEC's "Mold in Homes" brochure. To go directly to "Mold in Homes", enter <http://www.scdhec.gov/eqc/baq/pubs/moldinhomes.pdf>.

Stevens Home Inspection Service does not endorse these or any references, and is not responsible for their content. While the inspector has found them useful, all information is subject to change and revision. Care should be taken when undertaking projects and repairs. Use proper procedures and safety equipment. When in doubt, consult or hire a professional from within the field.

Aiken Swimming Pool Co.
2085 Whiskey Rd.
Aiken, S.C. 29803
Ph. 803-649-7413
Fax 803-641-1397

Subject: Swimming Pool Inspection Request.

Requested By: _____ Ph.# _____

Address of Pools location: 836 Whiskey Rd.
Aiken
SC 29803

Inspection bill to address: _____

Aiken Swimming Pool Company has been servicing the area for over thirty years. During this period we have built or repaired a large portion of the pools in Aiken. Due to the length of time in business, a knowledgeable team of office personnel and service technicians of well over 100 years combined experience have been established to better service your needs.

On any pool inspection request, the service technician which has the most experience with the pool in question will be sent out to perform the inspection and answer the questions listed below. The results will consist of the condition of the pool and its surroundings as of the date listed above.

1) Once in the backyard, how does the pool and surrounding area appear? _____

Very Clean

2) Pools size & shape? 15 x 40 Rect 3) Vinyl or Gunit Const.? Gunit

4) Is the pool covered or not? Open 5) Water clarity? Clear

6) Liner condition? _____

If Gunit, condition of plaster? Black Reblotack

Condition of tile? New - Good

Note: The only way of determining if a pool is losing water is to mark the water level, Then return 24 hours later to see results. This will require an additional charge.

7) Appearance and condition of deck surface? N/A

8) Are the handrails & ladder present & in good condition? N/A

9) Does the pool have a light in it? yes Does the light work? yes

10) Is there an automatic cleaning device for the pool? yes What brand? Carter
What is its condition? New - Good

11) At the filter system, What's the overall condition? New -- Good

Are there any plumbing leaks? NO. If so, where? _____

Do the pumps run? yes If so, are they noisy? Minimal Noise

Was the system running when we arrived? yes

Estimated age? about 2 yrs

12) Does the filter control valve move freely or hard to turn? Freely

13) Does the waste discharge cause any problems where it currently dumps? NO

Is water leaking out backwash line while system is running? NO

14) Is the pool maintenance equipment present and in good condition? yes If not, what needs to be replaced? _____

Additional Comment: Pool is in overall great condition.

Recommended Repairs if any. _____

Note: A swimming pool and filter systems life is shortened considerably by improper Chemical balance, neglect and by the surrounding elements. The estimated life Of a vinyl liner in which has been covered during the winter is approximately 10 to 12 years, where uncovered being 6 to 8 years.

NOTE: Aiken Swimming Pool Co. Cannot Predict the Future nor be held responsible for Equipment failure, which may occur after the inspection has been performed. However, we guarantee that you will receive the most experienced thorough report we can offer at the time of inspection.

Inspection performed by [Signature] Dated 11-24-69

AIKEN PEST CONTROL, INC.
P.O. Drawer U
Aiken, SC 29802



AIKEN: (803) 649-9803
AUGUSTA: (706) 722-7220
LEXINGTON: (803) 951-9190

TERMITE INSPECTION REPORT

THIS INSPECTION REPORT CANNOT BE USED FOR REAL ESTATE SALES, CLOSINGS, TRANSFERS, REFINANCING, ETC.

OWNER/AGENT _____ PHONE _____ DATE 6/26/09

STREET 336 S. Highway 80 LOCATION Swainsboro

CITY, STATE, ZIP Aiken SC 29801 CITY, STATE, ZIP _____

YOUR WARRANTY COVERS:

All products, labor and services needed to control any active infestation of Subterranean Termites.
Periodic inspection.

Free consultation and advice concerning other pests that may invade your home.
Additional inspection anytime during warranty if you suspect a termite problem.

This warranty does not include replacement of damaged wood unless prior written agreement has been entered into.

This company will not be responsible for inspection and treatment unless warranty is renewed.

If there is evidence of previous or active infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion, as to whether there is structural damage to this property.

SEE NOTES BELOW FOR EXPLANATION OF ANY ITEM CHECKED YES.

- | | Yes | No |
|---|-------|----------|
| 1. There is visible evidence of active Subterranean Termites..... | _____ | <u>✓</u> |
| 2. Was treatment performed?..... | _____ | <u>✓</u> |
| Product Used <u>Nature</u> | _____ | _____ |
| 3. There is visible evidence of a previous Subterranean Termite infestation and/or Subterranean Termite damage..... | _____ | <u>✓</u> |

Notes: Found termites infestation in several areas of house.

OK BY OWNER
Owner/Agent

Thanks
[Signature]
Aiken Pest Control, Inc.

Owner/Agent _____

Account # 172710

Time In: 9:03

Time Out: _____

☒ Pre-Paid

☐ Payment Received

Amount \$ 125.00

☐ Charge

☒ Visa

☐ M.C.

☐ Discover

Check # _____

Exp. Date _____

[Signature]
Aiken Pest Control, Inc.
Date 6/26/09

APC-32127 (8/08)

AIKEN PEST CONTROL, INC.
P.O. Drawer U
Aiken, SC 29802



AIKEN: (803) 649-9803
AUGUSTA: (706) 722-7220
LEXINGTON: (803) 951-9190

TERMITE INSPECTION REPORT

THIS INSPECTION REPORT CANNOT BE USED FOR REAL ESTATE SALES, CLOSINGS, TRANSFERS, REFINANCING, ETC.

OWNER/AGENT _____ PHONE _____ DATE 8/28/19
STREET 336 Whitaker Rd LOCATION Country Club
CITY, STATE, ZIP Aiken SC 29803 CITY, STATE, ZIP _____

YOUR WARRANTY COVERS:

All products, labor and services needed to control any active infestation of Subterranean Termites.
Periodic Inspection.

Free consultation and advice concerning other pests that may invade your home.

Additional inspection anytime during warranty if you suspect a termite problem.

This warranty does not include replacement of damaged wood unless prior written agreement has been entered into.

This company will not be responsible for inspection and treatment unless warranty is renewed.

If there is evidence of previous or active infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

SEE NOTES BELOW FOR EXPLANATION OF ANY ITEM CHECKED YES.

- | | Yes | No |
|---|-------|-------------------------------------|
| 1. There is visible evidence of active Subterranean Termites..... | _____ | ☒ |
| 2. Was treatment performed?..... | _____ | ☒ |
| Product Used _____ | | |
| 3. There is visible evidence of a previous Subterranean Termite Infestation and/or Subterranean Termite damage..... | _____ | ☒ |

Notes: Found previous termites in basement floor with termite frills and
spots in basement floor in upper all of room due to dirt
and in plumbing lines.

Owner/Agent [Signature]

[Signature]
Aiken Pest Control, Inc.

Owner/Agent _____

Account # 173393

Time In: 9:03

Time Out: _____

☒ Pre-Paid

☐ Payment Received

Amount \$ 95.00

☐ Charge

☒ Visa

☐ M.C.

☐ Discover

Check # _____

Exp. Date _____

[Signature]
Aiken Pest Control, Inc.

Date 8/28/19

APC-02/127 (2006)

AIKEN PEST CONTROL, INC.
P.O. Drawer U
Aiken, SC 29802



AIKEN: (803) 649-9803
AUGUSTA: (706) 722-7220
LEXINGTON: (803) 951-9190

TERMITE INSPECTION REPORT

THIS INSPECTION REPORT CANNOT BE USED FOR REAL ESTATE SALES, CLOSINGS, TRANSFERS, REFINANCING, ETC.

OWNER/AGENT _____ PHONE _____ DATE 8/22/04
STREET 856 1/2 Highway Rd LOCATION _____
CITY, STATE, ZIP Aiken SC 29803 CITY, STATE, ZIP _____

YOUR WARRANTY COVERS:

All products, labor and services needed to control any active infestation of Subterranean Termites.

Periodic Inspection.

Free consultation and advice concerning other pests that may invade your home.

Additional inspection anytime during warranty if you suspect a termite problem.

This warranty does not include replacement of damaged wood unless prior written agreement has been entered into.

This company will not be responsible for inspection and treatment unless warranty is renewed.

If there is evidence of previous or active infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

SEE NOTES BELOW FOR EXPLANATION OF ANY ITEM CHECKED YES.

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 1. There is visible evidence of active Subterranean Termites..... | | ☒ |
| 2. Was treatment performed?..... | | ☒ |
| Product Used: <u>NONE</u> | | |
| 3. There is visible evidence of a previous Subterranean Termite Infestation and/or Subterranean Termite damage..... | ☒ | |

Notes: Found previous termite infestation in attic & crawlspace
Back right - left side of SUBSTRUCTURE

Owner/Agent _____

Thanks
Chad
Aiken Pest Control, Inc.

Owner/Agent _____

Account # 173382

Time In: 9:03

Time Out: _____

☒ Pre-Paid ☐ Payment Received

Amount \$ 20.00

☐ Charge ☐ Visa ☐ M.C. ☐ Discover

Check # _____

Chad
Aiken Pest Control, Inc.

Exp. Date _____

Date 8/22/04

APC-S2127 (8/03)

OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORT

THIS REPORT VALID FOR 45 DAYS ONLY. THIS REPORT MAY NOT BE USED IN A REAL ESTATE CLOSING AFTER 45 DAYS. THIS REPORT IS NOT TO BE CONSTRUED AS A GUARANTEE OR WARRANTY AGAINST FUTURE INFESTATION OR DAMAGE. IT IS RECOMMENDED BY THE DEPARTMENT OF PESTICIDE REGULATION, REGULATORY AND PUBLIC SERVICE PROGRAMS, AND THE SOUTH CAROLINA PEST CONTROL ASSOCIATION THAT THE PURCHASER OF THE STRUCTURE, RATHER THAN THE SELLER, OBTAIN THIS WOOD INFESTATION REPORT.

Date 01/11/2010

File No. 108284

This is to report that a qualified inspector employed by the below named firm has carefully inspected readily accessible areas, including attics and crawl spaces which permit entry, of the property located at the below address for termites, other wood-destroying insects, and fungi. The inspection for fungi and fungi damage commonly called water damaged wood, rot or decay is limited to the area below the first main floor of the structure as defined by DPRPN-198. This report specifically excludes hidden areas and areas not readily accessible, and the undersigned pest control operator disclaims that he has made any inspection of such hidden areas or of such areas not readily accessible.

The inspection described has been made on the basis of visible evidence, and special attention was given to those accessible areas which experience has shown to be particularly susceptible to attack by wood-destroying insects. Probing and/or sounding those areas and other visible and accessible wood members showing evidence of infestation was performed. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to future infestation.

If there is evidence of active infestation or past infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation; however any visible damage to a wood member in accessible areas has been reported. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

LOCATION AND DESCRIPTION OF PROPERTY INSPECTED: 836 WHISKEY ROAD, AIKEN, SC. 29801, STABLES

TYPE OF TRANSACTION: FHA _____ VA _____ CONVENTIONAL _____ LOAN ASSUMPTION _____ CASH SALE _____

IF ANY OF THE FOLLOWING ITEMS ARE MARKED YES, DESCRIBE ON REVERSE:

Check Only
Appropriate Items

YES NO
[X] []

WERE ANY AREAS OF THE PROPERTY OBSTRUCTED OR INACCESSIBLE? _____

INFESTATION:

1. There is visible evidence of active: (A) subterranean termites _____
(B) other wood-destroying insects _____
2. There is visible evidence of a previous infestation of: (A) subterranean termites _____
(B) other wood-destroying insects _____
3. There is visible evidence of prior subterranean termite treatment _____
4. There is evidence below the first main floor of the presence of:
(A) active wood-destroying fungi (wood moisture content 28% or above) _____
(B) wood-destroying fungi is present but not active (less than 28% wood moisture content) _____
5. There is evidence of the presence of excessive moisture conditions below the first main floor (20% or above wood moisture content, standing water, etc.) _____

[] [X]
[] [X]
[X] []
[X] []
[] [X]
[X] []
[] [X]

DAMAGE: Termites, other wood-destroying insects and fungi (Note: reporting of fungi damage to wood, commonly called water damage, decay or rot, is limited to the area below the first main floor of the structure as defined by DPRPN-198.)
At the time of our inspection, there were visibly damage wooden members (e.g. insect damage to columns, sills, joists, plates, door jambs, headers, exterior stairs, porches, or fungi damage below the first main floor) _____
If the answer is "YES," specify causes and location(s) on back.

[X] []
Check Appropriate
Block Below

DAMAGE OBSERVED (IF ANY)

- A. Will be or has been corrected by this company _____
- B. Will be or has been corrected by another company (see attached contract.) _____
- C. Will not be corrected by this company; recommend that structure be thoroughly and completely evaluated by a qualified building expert licensed or registered with the S.C. Department of Labor, Licensing, and Regulations, Residential Builders Commission and that needed repairs be made. _____
- D. In our opinion there is insufficient visible damage to recommend repair. _____
(Explanation on the reverse side why repair was not recommended.) _____

[]
[]

TREATMENT

1. The property described was treated by us for the prevention or control of _____

(date of treatment) _____

Check Appropriate
Block Below

[]

A waiver has been issued and is attached to this form _____

[]

The present treatment warranty will expire on _____ by the owner.
and may be renewed initially at \$ _____

[X]

2. The property described has not been treated by us and is not now under contract with our firm _____

SEE OTHER SIDE OF THIS REPORT FOR ADDITIONAL CONDITIONS GOVERNING THIS REPORT.

OL-100 Approved by the South Carolina Pest Control Association, Inc., and the Division of Regulatory and Public Service Programs of Clemson University.
Revised 3/99 Supersedes earlier versions.

(OVER)

CONDITIONS GOVERNING THIS REPORT

Please read carefully.

This report is based on the observations of our inspector. It must be noted that all buildings have some wood members which are not visible or accessible for inspection. It is not always possible to determine the presence of infestation without extensive probing and in some cases actual dismantling of parts of the structure being inspected.

All inspections and reports will be made on the basis of what is visible, and we will not render opinions covering areas that are enclosed or not readily accessible, areas of finished rooms, areas concealed by wall coverings, floor coverings, insulation, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate tearing out or marring finished work. We do not move furniture, appliances, equipment, etc. Plumbing leaks may not be apparent at the time of inspection. If evidence of such leaks is disclosed, liability for the correction of such leaks is specifically denied. No opinion can be rendered as to infestation or damage on that portion of sheathing, siding or other susceptible material which continues below soil grade.

The areas of the substructure and attic that are accessible and open for inspection have been inspected. The substructure is defined as that portion of the building below the first main floor living space.

Detached garages, sheds, lean-tos, fences, or other buildings on the property are not included in this inspection report unless specifically noted.

The company, upon specific request and agreement as to additional charge, will open any inaccessible, concealed, or enclosed area and inspect same and make a report thereon.

REMARKS

THIS SPACE IS TO BE USED TO DETAIL ANY "YES" ANSWERS FROM THE FRONT OF THIS FORM. INCLUDE ITEM NUMBER WITH EACH EXPLANATION. CLARIFICATION AND EXPLANATION OF OTHER ITEMS MAY ALSO BE INCLUDED.

Unable to inspect all of attic due to inaccessible areas.

Unable to inspect crawl space areas due to duct work and plumbing making these areas inaccessible.

Unable to inspect all of living areas due to furniture, stored items and floor coverings.

Infestation 2A: Found visible evidence of a previous termite infestation to wall in basement behind steps.

Damage C: Recommend that a licensed contractor evaluate structure and make repairs as needed.

Note: Aiken Pest Control, Inc. is a professional extermination company only and not structural engineers. If the buyer has doubts as to soundness of the structure he/she should engage a licensed structural weakness engineer from the building trade to make any evaluations and recommendations needed to give an accurate opinion as to stability of any structure.

Note: This property was not inspected for the presence or absence of health related molds or fungi. The inspection was conducted solely for visible evidence of wood destroying organisms and their damage and was limited to the visible and accessible areas of the structure(s) only. Inspection for wood destroying fungi was limited to the level below the first main floor. We are not qualified to and do not render an opinion concerning mold related air quality or any health issues relating to this structure. Questions concerning the presence or absence of health related mold and fungi or other health related issues which may be associated with this property, should be addressed by a properly trained Industrial Hygienist, Physician or the Public Health Official.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

LICENSE NUMBER OF PERSON SIGNING THIS REPORT

C0009801

(MUST BE CERTIFIED IN CATEGORY 7A)

Business License Number #B0001084 SC

ACKNOWLEDGEMENT:

Firm: AIKEN PEST CONTROL, INC.

BY: CRAIG S. HEATH

ADDRESS: P.O. DRAWER U

OF FIRM: AIKEN, SC, 29802-0590

PURCHASER ACKNOWLEDGES THAT A COPY OF THIS REPORT HAS BEEN REVIEWED AND RECEIVED.

DATE ACKNOWLEDGED

PURCHASER'S SIGNATURE

OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORT

THIS REPORT VALID FOR 45 DAYS ONLY. THIS REPORT MAY NOT BE USED IN A REAL ESTATE CLOSING AFTER 45 DAYS. THIS REPORT IS NOT TO BE CONSTRUED AS A GUARANTEE OR WARRANTY AGAINST FUTURE INFESTATION OR DAMAGE. IT IS RECOMMENDED BY THE DEPARTMENT OF PESTICIDE REGULATION, REGULATORY AND PUBLIC SERVICE PROGRAMS, AND THE SOUTH CAROLINA PEST CONTROL ASSOCIATION THAT THE PURCHASER OF THE STRUCTURE, RATHER THAN THE SELLER, OBTAIN THIS WOOD INFESTATION REPORT.

Date 01/11/2010

File No. 108284

This is to report that a qualified inspector employed by the below named firm has carefully inspected readily accessible areas, including attics and crawl spaces which permit entry, of the property located at the below address for termites, other wood-destroying insects, and fungi. The inspection for fungi and fungi damage commonly called water damaged wood, rot or decay is limited to the area below the first main floor of the structure as defined by DPRPN-198. This report specifically excludes hidden areas and areas not readily accessible, and the undersigned pest control operator disclaims that he has made any inspection of such hidden areas or of such areas not readily accessible.

The inspection described has been made on the basis of visible evidence, and special attention was given to those accessible areas which experience has shown to be particularly susceptible to attack by wood-destroying insects. Probing and/or sounding those areas and other visible and accessible wood members showing evidence of infestation was performed. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to future infestation.

If there is evidence of active infestation or past infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation; however any visible damage to a wood member in accessible areas has been reported. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

LOCATION AND DESCRIPTION OF PROPERTY INSPECTED: 836 WHISKEY ROAD, AIKEN, SC, 29801, STABLES

TYPE OF TRANSACTION: FHA _____ VA _____ CONVENTIONAL _____ LOAN ASSUMPTION _____ CASH SALE _____

IF ANY OF THE FOLLOWING ITEMS ARE MARKED YES, DESCRIBE ON REVERSE:

WERE ANY AREAS OF THE PROPERTY OBSTRUCTED OR INACCESSIBLE?
INFESTATION:

1. There is visible evidence of active: (A) subterranean termites _____
(B) other wood-destroying insects _____
2. There is visible evidence of a previous infestation of:
(A) subterranean termites _____
(B) other wood-destroying insects _____
3. There is visible evidence of prior subterranean termite treatment _____
4. There is evidence below the first main floor of the presence of:
(A) active wood-destroying fungi (wood moisture content 28% or above) _____
(B) wood-destroying fungi is present but not active (less than 28% wood moisture content) _____
5. There is evidence of the presence of excessive moisture conditions below the first main floor (20% or above wood moisture content, standing water, etc.) _____

Check Only
Appropriate Items

YES [X] NO []

[] [X]

[X] []

[X] [X]

[] [X]

[] [X]

DAMAGE: Termite, other wood-destroying insects and fungi (Note: reporting of fungi damage to wood, commonly called water damage, decay or rot, is limited to the area below the first main floor of the structure as defined by DPRPN-198.)
At the time of our inspection, there were visibly damage wooden members (e.g. insect damage to columns, sills, joists, plates, door jambs, headers, exterior stairs, porches, or fungi damage below the first main floor) _____
If the answer is "YES," specify causes and location(s) on back.

[X] []

Check Appropriate
Block Below

[]

DAMAGE OBSERVED (IF ANY)

- A. Will be or has been corrected by this company _____
- B. Will be or has been corrected by another company (see attached contract.) _____
- C. Will not be corrected by this company; recommend that structure be thoroughly and completely evaluated by a qualified building expert licensed or registered with the S.C. Department of Labor, Licensing, and Regulations, Residential Builder's Commission and that needed repairs be made. _____
- D. In our opinion there is insufficient visible damage to recommend repair. _____
(Explanation on the reverse side why repair was not recommended.)

[X]

[]

TREATMENT

Check Appropriate
Block Below

[]

1. The property described was treated by us for the prevention or control of _____

(date of treatment)

A waiver has been issued and is attached to this form.

The present treatment warranty will expire on _____

and may be renewed initially at \$ _____ by the owner.

[X]

2. The property described has not been treated by us and is not now under contract with our firm _____

SEE OTHER SIDE OF THIS REPORT FOR ADDITIONAL CONDITIONS GOVERNING THIS REPORT.

CL-100 Approved by the South Carolina Pest Control Association, Inc., and the Division of Regulatory and Public Service Programs of Clemson University.
Revised 3/99 Supersedes earlier versions.

(OVER)

CONDITIONS GOVERNING THIS REPORT

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The areas of the substructure and attic that are accessible and open for inspection have been inspected. The substructure is defined as that portion of the building below the first main floor living space.

Detached garages, sheds, lean-tos, fences, or other buildings on the property are not included in this inspection report unless specifically noted.

The company, upon specific request and agreement as to additional charge, will open any inaccessible, concealed, or enclosed area and inspect same and make a report thereon.

REMARKS

THIS SPACE IS TO BE USED TO DETAIL ANY "YES" ANSWERS FROM THE FRONT OF THIS FORM. INCLUDE ITEM NUMBER WITH EACH EXPLANATION. CLARIFICATION AND EXPLANATION OF OTHER ITEMS MAY ALSO BE INCLUDED.

Unable to inspect all of attic due to inaccessible areas.

Unable to inspect crawl space areas due to duct work and plumbing making these areas inaccessible.

Unable to inspect all of living areas due to furniture, stored items and floor coverings.

Infestation 2A: Found visible evidence of a previous termite infestation to wall in basement behind steps.

Damage C: Recommend that a licensed contractor evaluate structure and make repairs as needed.

Note: Aiken Pest Control, Inc. is a professional extermination company only and not structural engineers. If the buyer has doubts as to soundness of the structure he/she should engage a licensed structural weakness engineer from the building trade to make any evaluations and recommendations needed to give an accurate opinion as to stability of any structure.

Note: This property was not inspected for the presence or absence of health related molds or fungi. The inspection was conducted solely for visible evidence of wood destroying organisms and their damage and was limited to the visible and accessible areas of the structure(s) only. Inspection for wood destroying fungi was limited to the level below the first main floor. We are not qualified to and do not render an opinion concerning mold related air quality or any health issues relating to this structure. Questions concerning the presence or absence of health related mold and fungi or other health related issues which may be associated with this property, should be addressed by a properly trained industrial Hygienist, Physician or the Public Health Official.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

LICENSE NUMBER OF PERSON SIGNING THIS REPORT

C0009801

(MUST BE CERTIFIED IN CATEGORY 7A)

Business License Number #B0001084 SC

ACKNOWLEDGEMENT:

Firm: AIKEN PEST CONTROL, INC.

BY: CRAIG S. HEATH

ADDRESS: P.O. DRAWER U

OF FIRM: AIKEN, SC, 29802-0696

PURCHASER ACKNOWLEDGES THAT A COPY OF THIS REPORT HAS BEEN REVIEWED AND RECEIVED.

DATE ACKNOWLEDGED

PURCHASER'S SIGNATURE

**SOUTH CAROLINA DIVISION OF REGULATORY & PUBLIC SERVICE PROGRAMS
OFFICIAL WAIVER OF STANDARDS
FOR THE CONTROL OF SUBTERRANEAN TERMITES IN STRUCTURES**

Phone 649 - 9803



P. O. Box 2042
Aiken, South Carolina 29801

Aiken Pest Control, Inc.
COMPANY NAME

Cliff Thompson
NAME OF PEST CONTROL OPERATOR

P. O. Box 2042
STREET OR P. O. BOX

CONTRACT DATE

Aiken, S.C. 29802
CITY AND STATE

Location of Property Whiskey Rd. Aiken, SC.

Type of Construction: Basement ☐ Crawl Space ☐ Slab ☐ Combination ☒

Type of Treatment: Existing Structure ☒ Pretreatment ☐

Standards for the treatment of existing structures for prevention or control of subterranean termites. Extracted from Rules and Regulations of the South Carolina Pesticide Control Act (Sec. 46-13-30 of 1976 code, as amended, 27-1085).

This form is to be used when a standard(s) for prevention or control of subterranean termites is not performed. A check in one of the boxes below indicates which standard treatment procedure will not be performed.

- ☒ 1. Cellulose debris removed from crawl space. G(2)(a)
- ☐ 2. Form Boards within 8 inches of crawl space soil removed. G(2)(a)
- ☐ 3. Wood in direct contact with soil placed on concrete base, treated or removed. G(2)(b)
- ☐ 4. All visible and accessible termite shelter tubes scraped off. G(2)(c)
- ☐ 5. Foundation walls, piers, pillars, supports, and pipes rodged or trenched and treated. G(2)(d) and H(1)
- ☐ 6. Cavities in hollow pillars, tile, brick, block, chimneys or other construction features likely to be penetrated by termites, treated. G(2)(e)
- ☐ 7. Soil beneath attached slabs (porches, patios, carports, garages, walkways, etc.) which are less than 18 inches below soil treated. G(2)(f)
- ☐ 8. Adequate ventilation provided. G(2)(g)
- ☐ 9. Crawl space soil removed to provide at least 8 inches' clearance. G(2)(h)
- ☐ 10. Soil beneath concrete slab foundation treated. G(2)(i) and H(2)

Reason for not performing standard treatment procedures: (explain why standards checked above are being waived) 1. OWNER WAIVES THE REMOVAL OF ALL cellulose debris.

It is my understanding that this structure will be treated according to the standards of the South Carolina Division of Regulatory and Public Service Programs except for those items checked above, and I authorize the above-named company to proceed with treatment on that basis.

Property Owner
or
Authorized Agent

Anthony W. Conner, Agent 1/6/94
SIGNATURE DATE
3750 MARINE MIDLAND CENTER
STREET OR P. O. BOX
Buffalo, N.Y.
CITY & STATE

OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORT

THIS REPORT VALID FOR 45 DAYS ONLY. THIS REPORT MAY NOT BE USED IN A REAL ESTATE CLOSING AFTER 45 DAYS. THIS REPORT IS NOT TO BE CONSTRUED AS A GUARANTEE OR WARRANTY AGAINST FUTURE INFESTATION OR DAMAGE. IT IS RECOMMENDED BY THE DEPARTMENT OF PESTICIDE REGULATION, REGULATORY AND PUBLIC SERVICE PROGRAMS, AND THE SOUTH CAROLINA PEST CONTROL ASSOCIATION THAT THE PURCHASER OF THE STRUCTURE, RATHER THAN THE SELLER, OBTAIN THIS WOOD INFESTATION REPORT.

File No. 108284

Date 01/11/2010

This is to report that a qualified inspector employed by the below named firm has carefully inspected readily accessible areas, including attics and crawl spaces which permit entry, of the property located at the below address for termites, other wood-destroying insects, and fungi. The inspection for fungi and fungi damage commonly called water damaged wood, rot or decay is limited to the area below the first main floor of the structure as defined by DPRPN-198. This report specifically excludes hidden areas and areas not readily accessible, and the undersigned pest control operator disclaims that he has made any inspection of such hidden areas or of such areas not readily accessible.

The inspection described has been made on the basis of visible evidence, and special attention was given to those accessible areas which experience has shown to be particularly susceptible to attack by wood-destroying insects. Probing and/or sounding those areas and other visible and accessible wood members showing evidence of infestation was performed. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to future infestation.

If there is evidence of active infestation or past infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation; however any visible damage to a wood member in accessible areas has been reported. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

LOCATION AND DESCRIPTION OF PROPERTY INSPECTED: 836 WHISKEY ROAD, AIKEN, SC, 29801, MAIN RESIDENCE

TYPE OF TRANSACTION: FHA _____ VA _____ CONVENTIONAL _____ LOAN ASSUMPTION _____ CASH SALE _____

IF ANY OF THE FOLLOWING ITEMS ARE MARKED YES, DESCRIBE ON REVERSE:

		Check Only Appropriate Items	
		YES	NO
WERE ANY AREAS OF THE PROPERTY OBSTRUCTED OR INACCESSIBLE? _____		[X]	[]
INFESTATION:			
1. There is visible evidence of active:	(A) subterranean termites _____	[]	[X]
	(B) other wood-destroying insects _____	[]	[X]
2. There is visible evidence of a previous infestation of:	(A) subterranean termites _____	[X]	[X]
	(B) other wood-destroying insects _____	[X]	[X]
3. There is visible evidence of prior subterranean termite treatment _____			
4. There is evidence below the first main floor of the presence of:			
	(A) active wood-destroying fungi (wood moisture content 28% or above) _____	[X]	[X]
	(B) wood-destroying fungi is present but not active (less than 28% wood moisture content) _____	[X]	[X]
5. There is evidence of the presence of excessive moisture conditions below the first main floor (20% or above wood moisture content, standing water, etc.) _____		[]	[X]

DAMAGE: Termites, other wood-destroying insects and fungi (Note: reporting of fungi damage to wood, commonly called water damage, decay or rot, is limited to the area below the first main floor of the structure as defined by DPRPN-198.) At the time of our inspection, there were visibly damage wooden members (e.g. insect damage to columns, sills, joists, plates, door jambs, headers, exterior stairs, porches, or fungi damage below the first main floor) _____ If the answer is "YES," specify causes and location(s) on back.

DAMAGE OBSERVED (IF ANY)

- A. Will be or has been corrected by this company _____
- B. Will be or has been corrected by another company (see attached contract) _____
- C. Will not be corrected by this company; recommend that structure be thoroughly and completely evaluated by a qualified building expert licensed or registered with the S.C. Department of Labor, Licensing, and Regulations, Residential Builder's Commission and that needed repairs be made. _____
- D. In our opinion there is insufficient visible damage to recommend repair. _____
- (Explanation on the reverse side why repair was not recommended.) _____

TREATMENT

1. The property described was treated by us for the prevention or control of _____

SUBTERRANEAN TERMITES

08/12/1994
(date of treatment)

A waiver has been issued and is attached to this form _____

The present treatment warranty will expire on 08/12/2010 _____

and may be renewed initially at \$ 325.00 _____

by the owner.

2. The property described has not been treated by us and is not now under contract with our firm _____

SEE OTHER SIDE OF THIS REPORT FOR ADDITIONAL CONDITIONS GOVERNING THIS REPORT.

CL-100 Approved by the South Carolina Pest Control Association, Inc., and the Division of Regulatory and Public Service Programs of Clemson University. Revised 3/99 Supersedes earlier versions.

(OVER)

CONDITIONS GOVERNING THIS REPORT

Please read carefully.

This report is based on the observations of our inspector. It must be noted that all buildings have some wood members which are not visible or accessible for inspection. It is not always possible to determine the presence of infestation without extensive probing and in some cases actual dismantling of parts of the structure being inspected.

All inspections and reports will be made on the basis of what is visible, and we will not render opinions covering areas that are enclosed or not readily accessible, areas of finished rooms, areas concealed by wall coverings, floor coverings, insulation, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate tearing out or marring finished work. We do not move furniture, appliances, equipment, etc. Plumbing leaks may not be apparent at the time of inspection. If evidence of such leaks is disclosed, liability for the correction of such leaks is specifically denied. No opinion can be rendered as to infestation or damage on that portion of sheathing, siding or other susceptible material which continues below soil grade.

The areas of the substructure and attic that are accessible and open for inspection have been inspected. The substructure is defined as that portion of the building below the first main floor living space.

Detached garages, sheds, lean-tos, fences, or other buildings on the property are not included in this inspection report unless specifically noted.

The company, upon specific request and agreement as to additional charge, will open any inaccessible, concealed, or enclosed area and inspect same and make a report thereon.

REMARKS

THIS SPACE IS TO BE USED TO DETAIL ANY "YES" ANSWERS FROM THE FRONT OF THIS FORM. INCLUDE ITEM NUMBER WITH EACH EXPLANATION. CLARIFICATION AND EXPLANATION OF OTHER ITEMS MAY ALSO BE INCLUDED.

Unable to inspect all of attic due to inaccessible areas.

Unable to inspect all of living areas due to stored items, furniture and floor coverings.

Infestation 2A: Found visible evidence of a previous termite infestation to sills, joists and subfloor in main crawl at left center, left front, rear right and right center.

Infestation 3: Drill holes in foundation walls indicate a previous termite treatment.

Infestation 4B: Found visible inactive fungi to bottom of door frames in basement due to water seeping through foundation walls.

Damage C: Visible termite and fungi damage noted above in our opinion should be evaluated by a licensed contractor and repairs be made as needed.

Note: The wood moisture content readings obtained in the substructure were 9%.

Note: Aiken Pest Control, Inc. is a professional extermination company only and not structural engineers. If the buyer has doubts as to soundness of the structure he/she should engage a licensed structural weakness engineer from the building trade to make any evaluations and recommendations needed to give an accurate opinion as to stability of any structure.

Note: This property was not inspected for the presence or absence of health related molds or fungi. The inspection was conducted solely for visible evidence of wood destroying organisms and their damage and was limited to the visible and accessible areas of the structure(s) only. Inspection for wood destroying fungi was limited to the level below the first main floor. We are not qualified to and do not render an opinion concerning mold related air quality or any health issues relating to this structure. Questions concerning the presence or absence of health related mold and fungi or other health related issues which may be associated with this property, should be addressed by a properly trained Industrial Hygienist, Physician or the Public Health Official.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

LICENSE NUMBER OF PERSON SIGNING THIS REPORT

C0008801

(MUST BE CERTIFIED IN CATEGORY 7A)

Business License Number #B0001084 SC

ACKNOWLEDGEMENT:

Firm: AIKEN PEST CONTROL, INC.

BY: CRAIG S. HEATH

ADDRESS: P.O. DRAWER 11

OF FIRM: AIKEN, SC. 29802-0696

PURCHASER ACKNOWLEDGES THAT A COPY OF THIS REPORT HAS BEEN REVIEWED AND RECEIVED.

DATE ACKNOWLEDGED

PURCHASER'S SIGNATURE

**SOUTH CAROLINA DIVISION OF REGULATORY & PUBLIC SERVICE PROGRAMS
OFFICIAL WAIVER OF STANDARDS
FOR THE CONTROL OF SUBTERRANEAN TERMITES IN STRUCTURES**

Phone 649 - 9803



P. O. Box 2042
Aiken, South Carolina 29801

Aiken Pest Control, Inc.
COMPANY NAME

Cliff Howard
NAME OF PEST CONTROL OPERATOR

P.O. Box 2642
STREET OR P.O. BOX

CONTRACT DATE

Aiken, SC. 29802
CITY AND STATE ZIP

Location of Property Whiskey Rd. Aiken, SC.

Type of Construction: Basement ☐ Crawl Space ☐ Slab ☐ Combination ☒

Type of Treatment: Existing Structure ☒ Pretreatment ☐

Standards for the treatment of existing structures for prevention or control of subterranean termites. Extracted from Rules and Regulations of the South Carolina Pesticide Control Act (Sec. 46-13-30 of 1976 code, as amended, 27-1085).

This form is to be used when a standard(s) for prevention or control of subterranean termites is not performed. A check in one of the boxes below indicates which standard treatment procedure will not be performed.

- ☒ 1. Cellulose debris removed from crawl space. G(2)(a)
- ☐ 2. Form Boards within 8 inches of crawl space soil removed. G(2)(a)
- ☐ 3. Wood in direct contact with soil placed on concrete base, treated or removed. G(2)(e)
- ☐ 4. All visible and accessible termite shelter tubes scraped off. G(2)(c)
- ☐ 5. Foundation walls, piers, pillars, supports, and pipes rodded or trenched and treated. G(2)(g) and H(1)
- ☐ 6. Cavities in hollow pillars, tile, brick, block, chimneys or other construction features likely to be penetrated by termites, treated. G(2)(e)
- ☐ 7. Soil beneath attached slabs (porches, patios, carports, garages, walkways, etc.) which are less than 18 inches belowsilt treated. G(2)(f)
- ☒ 8. Adequate ventilation provided. G(2)(g)
- ☐ 9. Crawl space soil removed to provide at least 8 inches' clearance. G(2)(h)
- ☐ 10. Soil beneath concrete slab foundation treated. G(2)(i) and H(2)

Reason for not performing standard treatment procedures: (explain why standards checked above are being waived) 1. owner waives the removal of all cellulose debris. 8. owner waives additional ventilation

It is my understanding that this structure will be treated according to the standards of the South Carolina Division of Regulatory and Public Service Programs except for those items checked above, and I authorize the above-named company to proceed with treatment on that basis.

Property Owner Courtney W. Cenger, agent 1/6/94
or 3750 Marne Midland Center DATE
Authorized Agent Buffalo, N.Y.
STREET OR P.O. BOX
CITY & STATE

OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORT

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Date 01/11/2010

File No. 108284

This is to report that a qualified inspector employed by the below named firm has carefully inspected readily accessible areas, including attics and crawl spaces which permit entry, of the property located at the below address for termites, other wood-destroying insects, and fungi. The inspection for fungi and fungi damage commonly called water damaged wood, rot or decay is limited to the area below the first main floor of the structure as defined by DPRPN-198. This report specifically excludes hidden areas and areas not readily accessible, and the undersigned pest control operator disclaims that he has made any inspection of such hidden areas or of such areas not readily accessible.

The inspection described has been made on the basis of visible evidence, and special attention was given to those accessible areas which experience has shown to be particularly susceptible to attack by wood-destroying insects. Probing and/or sounding those areas and other visible and accessible wood members showing evidence of infestation was performed. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to future infestation.

If there is evidence of active infestation or past infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation; however any visible damage to a wood member in accessible areas has been reported. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

LOCATION AND DESCRIPTION OF PROPERTY INSPECTED: 836 WHISKEY ROAD, AIKEN, SC, 29801, MAIN RESIDENCE

TYPE OF TRANSACTION: FHA _____ VA _____ CONVENTIONAL _____ LOAN ASSUMPTION _____ CASH SALE _____

IF ANY OF THE FOLLOWING ITEMS ARE MARKED YES, DESCRIBE ON REVERSE:

WERE ANY AREAS OF THE PROPERTY OBSTRUCTED OR INACCESSIBLE? _____

INFESTATION:

1. There is visible evidence of active: (A) subterranean termites _____
(B) other wood-destroying insects _____
2. There is visible evidence of a previous infestation of:
(A) subterranean termites _____
(B) other wood-destroying insects _____
3. There is visible evidence of prior subterranean termite treatment.
4. There is evidence below the first main floor of the presence of:
(A) active wood-destroying fungi (wood moisture content 28% or above) _____
(B) wood-destroying fungi is present but not active (less than 28% wood moisture content) _____
5. There is evidence of the presence of excessive moisture conditions below the first main floor (20% or above wood moisture content, standing water, etc.) _____

Check Only
Appropriate Items
YES NO
[X] []

[] [X]
[] [X]
[X] []
[] [X]
[X] []
[] [X]
[X] []
[] [X]

DAMAGE: Termite, other wood-destroying insects and fungi (Note: reporting of fungi damage to wood, commonly called water damage, decay or rot, is limited to the area below the first main floor of the structure as defined by DPRPN-198.)

At the time of our inspection, there were visibly damage wooden members (e.g. insect damage to columns, sills, joists, plates, door jambs, headers, exterior stairs, porches, or fungi damage below the first main floor) _____
If the answer is "YES," specify causes and location(s) on back.

[X] []
Check Appropriate
Block Below

DAMAGE OBSERVED (IF ANY)

- A. Will be or has been corrected by this company
- B. Will be or has been corrected by another company (see attached contract.)
- C. Will not be corrected by this company; recommend that structure be thoroughly and completely evaluated by a qualified building expert licensed or registered with the S.C. Department of Labor, Licensing, and Regulations, Residential Builder's Commission and that needed repairs be made. _____
- D. In our opinion there is insufficient visible damage to recommend repair.
(Explanation on the reverse side why repair was not recommended.) _____

[X]

TREATMENT

1. The property described was treated by us for the prevention or control of

Check Appropriate
Block Below
[X]

SUBTERRANEAN TERMITES

08/12/1984
(date of treatment)

A waiver has been issued and is attached to this form _____

The present treatment warranty will expire on 08/12/2010

and may be renewed initially at \$ 325.00

by the owner.

[X]

2. The property described has not been treated by us and is not now under contract with our firm _____

[]

SEE OTHER SIDE OF THIS REPORT FOR ADDITIONAL CONDITIONS GOVERNING THIS REPORT.

CL-100 Approved by the South Carolina Pest Control Association, Inc., and the Division of Regulatory and Public Service Programs of Clemson University.
Revised 3/88 Supersedes earlier versions.

(OVER)

CONDITIONS GOVERNING THIS REPORT

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The areas of the substructure and attic that are accessible and open for inspection have been inspected. The substructure is defined as that portion of the building below the first main floor living space.

Detached garages, sheds, lean-tos, fences, or other buildings on the property are not included in this inspection report unless specifically noted.

The company, upon specific request and agreement as to additional charge, will open any inaccessible, concealed, or enclosed area and inspect same and make a report thereon.

REMARKS

THIS SPACE IS TO BE USED TO DETAIL ANY "YES" ANSWERS FROM THE FRONT OF THIS FORM. INCLUDE ITEM NUMBER WITH EACH EXPLANATION. CLARIFICATION AND EXPLANATION OF OTHER ITEMS MAY ALSO BE INCLUDED.

Unable to inspect all of attic due to inaccessible areas.

Unable to inspect all of living areas due to stored items, furniture and floor coverings.

Infestation 2A: Found visible evidence of a previous termite infestation to sills, joists and subfloor in main crawl at left center, left front, rear right and right center.

Infestation 3: Drill holes in foundation walls indicate a previous termite treatment.

Infestation 4B: Found visible inactive fungi to bottom of door frames in basement due to water seeping through foundation walls.

Damage C: Visible termite and fungi damage noted above in our opinion should be evaluated by a licensed contractor and repairs be made as needed.

Note: The wood moisture content readings obtained in the substructure were 9%.

Note: Aiken Pest Control, Inc. is a professional extermination company only and not structural engineers. If the buyer has doubts as to soundness of the structure he/she should engage a licensed structural weakness engineer from the building trade to make any evaluations and recommendations needed to give an accurate opinion as to stability of any structure.

Note: This property was not inspected for the presence or absence of health related molds or fungi. The inspection was conducted solely for visible evidence of wood destroying organisms and their damage and was limited to the visible and accessible areas of the structure(s) only. Inspection for wood destroying fungi was limited to the level below the first main floor. We are not qualified to and do not render an opinion concerning mold related air quality or any health issues relating to this structure. Questions concerning the presence or absence of health related mold and fungi or other health related issues which may be associated with this property, should be addressed by a properly trained industrial Hygienist, Physician or the Public Health Official.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

LICENSE NUMBER OF PERSON SIGNING THIS REPORT

C0009801

(MUST BE CERTIFIED IN CATEGORY 7A)

Business License Number #B0001084 SC

ACKNOWLEDGEMENT:

Firm: AIKEN PEST CONTROL INC.

BY: CRAIG S. HEATH

ADDRESS: P.O. DRAWER U

OF FIRM: AIKEN, SC 29802-0696

PURCHASER ACKNOWLEDGES THAT A COPY OF THIS REPORT HAS BEEN REVIEWED AND RECEIVED.

DATE ACKNOWLEDGED

PURCHASER'S SIGNATURE

**SOUTH CAROLINA DIVISION OF REGULATORY & PUBLIC SERVICE PROGRAMS
OFFICIAL WAIVER OF STANDARDS
FOR THE CONTROL OF SUBTERRANEAN TERMITES IN STRUCTURES**

Phone 649 - 9803



P. O. Box 2042
Aiken, South Carolina 29801

Aiken Pest Control, Inc.
COMPANY NAME
P.O. Box 2042
STREET OR P. O. BOX
Aiken, SC. 29801
CITY AND STATE ZIP

Cliff Norwood
NAME OF PEST CONTROL OPERATOR

CONTRACT DATE

Location of Property Whiskey Rd. Aiken, SC.

Type of Construction: Basement ☐ Crawl Space ☐ Slab ☐ Combination ☒

Type of Treatment: Existing Structure ☒ Pretreatment ☐

Standards for the treatment of existing structures for prevention or control of subterranean termites. Extracted from Rules and Regulations of the South Carolina Pesticide Control Act (Sec. 46-13-30 of 1976 code, as amended, 27-1085).

This form is to be used when a standard(s) for prevention or control of subterranean termites is not performed. A check in one of the boxes below indicates which standard treatment procedure will not be performed.

- ☒ 1. Cellulose debris removed from crawl space. G(2)(a)
- ☐ 2. Form Boards within 8 inches of crawl space soil removed. G(2)(a)
- ☐ 3. Wood in direct contact with soil placed on concrete base, treated or removed. G(2)(b)
- ☐ 4. All visible and accessible termite shelter tubes scraped off. G(2)(c)
- ☐ 5. Foundation walls, piers, pillars, supports, and pipes rodded or trenched and treated. G(2)(d) and H(1)
- ☐ 6. Cavities in hollow pillars, tile, brick, block, chimneys or other construction features likely to be penetrated by termites, treated. G(2)(e)
- ☐ 7. Soil beneath attached slabs (porches, patios, carports, garages, walkways, etc.) which are less than 18 inches belowslab treated. G(2)(f)
- ☒ 8. Adequate ventilation provided. G(2)(g)
- ☐ 9. Crawl space soil removed to provide at least 8 inches' clearance. G(2)(h)
- ☐ 10. Soil beneath concrete slab foundation treated. G(2)(i) and H(2)

Reason for not performing standard treatment procedures: (explain why standards checked above are being waived) 1. owner waives the removal of all cellulose debris. 8. owner waives additional ventilation

It is my understanding that this structure will be treated according to the standards of the South Carolina Division of Regulatory and Public Service Programs except for those items checked above, and I authorize the above-named company to proceed with treatment on that basis.

Property Owner
or
Authorized Agent

Courtney W. Cenger, agent 1/6/94
SIGNATURE
3750 Marine Midland Center
STREET OR P. O. BOX
Rushville, N.Y.
CITY & STATE

OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORT

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Date 01/11/2010

File No. 108284

This is to report that a qualified inspector employed by the below named firm has carefully inspected readily accessible areas, including attics and crawl spaces which permit entry, of the property located at the below address for termites, other wood-destroying insects, and fungi. The inspection for fungi and fungi damage commonly called water damaged wood, rot or decay is limited to the area below the first main floor of the structure as defined by DPRPN-198. This report specifically excludes hidden areas and areas not readily accessible, and the undersigned pest control operator disclaims that he has made any inspection of such hidden areas or of such areas not readily accessible.

The inspection described has been made on the basis of visible evidence, and special attention was given to those accessible areas which experience has shown to be particularly susceptible to attack by wood-destroying insects. Probing and/or sounding those areas and other visible and accessible wood members showing evidence of infestation was performed. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to future infestation.

If there is evidence of active infestation or past infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation; however any visible damage to a wood member in accessible areas has been reported. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

LOCATION AND DESCRIPTION OF PROPERTY INSPECTED: 838 WHISKEY ROAD, AIKEN, SC, 29801, COTTAGE

TYPE OF TRANSACTION: FHA _____ VA _____ CONVENTIONAL _____ LOAN ASSUMPTION _____ CASH SALE _____

IF ANY OF THE FOLLOWING ITEMS ARE MARKED YES, DESCRIBE ON REVERSE:

		Check Only Appropriate Items	
		YES	NO
WERE ANY AREAS OF THE PROPERTY OBSTRUCTED OR INACCESSIBLE? _____		[x]	[]
INFESTATION:			
1. There is visible evidence of active:	(A) subterranean termites _____	[]	[x]
	(B) other wood-destroying insects _____	[]	[x]
2. There is visible evidence of a previous infestation of:			
	(A) subterranean termites _____	[x]	[]
	(B) other wood-destroying insects _____	[]	[x]
3. There is visible evidence of prior subterranean termite treatment _____			
4. There is evidence below the first main floor of the presence of:			
	(A) active wood-destroying fungi (wood moisture content 28% or above) _____	[]	[x]
	(B) wood-destroying fungi is present but not active (less than 28% wood moisture content) _____	[x]	[]
5. There is evidence of the presence of excessive moisture conditions below the first main floor (20% or above wood moisture content, standing water, etc.) _____		[]	[x]

DAMAGE: Termites, other wood-destroying insects and fungi (Note: reporting of fungi damage to wood, commonly called water damage, decay or rot, is limited to the area below the first main floor of the structure as defined by DPRPN-198.)
At the time of our inspection, there were visibly damage wooden members (e.g. insect damage to columns, sills, joists, plates, door jambs, headers, exterior stairs, porches, or fungi damage below the first main floor) _____
If the answer is "YES," specify causes and location(s) on back.

DAMAGE OBSERVED (IF ANY)

- A. Will be or has been corrected by this company _____
- B. Will be or has been corrected by another company (see attached contract) _____
- C. Will not be corrected by this company; recommend that structure be thoroughly and completely evaluated by a qualified building expert licensed or registered with the S.C. Department of Labor, Licensing, and Regulations, Residential Builders Commission and that needed repairs be made. _____
- D. In our opinion there is insufficient visible damage to recommend repair. _____
(Explanation on the reverse side why repair was not recommended.)

TREATMENT

1. The property described was treated by us for the prevention or control of _____

SUBTERRANEAN TERMITES

08/12/1994

(date of treatment)

A waiver has been issued and is attached to this form _____

The present treatment warranty will expire on 08/12/2010

and may be renewed initially at \$ 150.00 by the owner.

2. The property described has not been treated by us and is not now under contract with our firm _____

SEE OTHER SIDE OF THIS REPORT FOR ADDITIONAL CONDITIONS GOVERNING THIS REPORT.

CL-100 Approved by the South Carolina Pest Control Association, Inc., and the Division of Regulatory and Public Service Programs of Clemson University.
Revised 3/99 Supersedes earlier versions.

(OVER)

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All inspections and reports will be made on the basis of what is visible, and we will not render opinions covering areas that are enclosed or not readily accessible, areas of finished rooms, areas concealed by wall coverings, floor coverings, insulation, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate tearing out or marring finished work. We do not move furniture, appliances, equipment, etc. Plumbing leaks may not be apparent at the time of inspection. If evidence of such leaks is disclosed, liability for the correction of such leaks is specifically denied. No opinion can be rendered as to infestation or damage on that portion of sheathing, siding or other susceptible material which continues below soil grade.

The areas of the substructure and attic that are accessible and open for inspection have been inspected. The substructure is defined as that portion of the building below the first main floor living space.

Detached garages, sheds, lean-tos, fences, or other buildings on the property are not included in this inspection report unless specifically noted.

The company, upon specific request and agreement as to additional charge, will open any inaccessible, concealed, or enclosed area and inspect same and make a report thereon.

REMARKS

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Unable to inspect all of attic due to inaccessible areas.

Unable to inspect crawl area due to no access.

Unable to inspect slab office and slab room due to furniture and stored items.

Unable to inspect several stalls due to stored items.

Infestation 2A: Found visible evidence of a previous termite infestation to several areas of stables.

Infestation 3: Drill holes around stables indicate a previous termite treatment.

Infestation 4B: Found visible inactive fungi rot to several areas of stables due to rain splashback.

Damage C: Recommend a licensed contractor evaluate entire structure and make repairs as needed.

Note: Aiken Pest Control, Inc. is a professional extermination company only and not structural engineers. If the buyer has doubts as to soundness of the structure he/she should engage a licensed structural weakness engineer from the building trade to make any evaluations and recommendations needed to give an accurate opinion as to stability of any structure.

Note: This property was not inspected for the presence or absence of health related molds or fungi. The inspection was conducted solely for visible evidence of wood destroying organisms and their damage and was limited to the visible and accessible areas of the structure(s) only. Inspection for wood destroying fungi was limited to the level below the first main floor. We are not qualified to and do not render an opinion concerning mold related air quality or any health issues relating to this structure. Questions concerning the presence or absence of health related mold and fungi or other health related issues which may be associated with this property, should be addressed by a properly trained Industrial Hygienist, Physician or the Public Health Official.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

LICENSE NUMBER OF PERSON SIGNING THIS REPORT

C0009801

(MUST BE CERTIFIED IN CATEGORY 7A)

Business License Number #80001084 SC

ACKNOWLEDGEMENT:

Firm: AIKEN PEST CONTROL INC.

BY: CRAIG S. HEATH

ADDRESS: P.O. DRAWER U

OF FIRM: AIKEN, SC, 29802-0888

PURCHASER ACKNOWLEDGES THAT A COPY OF THIS REPORT HAS BEEN REVIEWED AND RECEIVED.

DATE ACKNOWLEDGED

PURCHASER'S SIGNATURE

**SOUTH CAROLINA DIVISION OF REGULATORY & PUBLIC SERVICE PROGRAMS
OFFICIAL WAIVER OF STANDARDS
FOR THE CONTROL OF SUBTERRANEAN TERMITES IN STRUCTURES**

Phone 649 - 9803



P. O. Box 2042
Aiken, South Carolina 29801

Aiken Pest Control, Inc.
COMPANY NAME
P. O. Box 2042
STREET OR P. O. BOX
Aiken, S.C. 29802
CITY AND STATE

Cliff Thompson
NAME OF PEST CONTROL OPERATOR

CONTRACT DATE

Location of Property Whiskey Rd. Aiken, S.C.

Type of Construction: Basement ☐ Crawl Space ☐ Slab ☐ Combination ☒

Type of Treatment: Existing Structure ☒ Pretreatment ☐

Standards for the treatment of existing structures for prevention or control of subterranean termites. Extracted from Rules and Regulations of the South Carolina Pesticide Control Act (Sec. 46-13-30 of 1975 code, as amended, 27-1085).

This form is to be used when a standard(s) for prevention or control of subterranean termites is not performed. A check in one of the boxes below indicates which standard treatment procedure will not be performed.

- ☒ 1. Cellulose debris removed from crawl space. G(2)(a)
- ☐ 2. Form Boards within 8 inches of crawl space soil removed. G(2)(a)
- ☐ 3. Wood in direct contact with soil placed on concrete base, treated or removed. G(2)(b)
- ☐ 4. All visible and accessible termite shelter tubes scraped off. G(2)(c)
- ☐ 5. Foundation walls, piers, pillars, supports, and pipes rodded or trenched and treated. G(2)(d) and H(1)
- ☐ 6. Cavities in hollow pillars, tile, brick, block, chimneys or other construction features likely to be penetrated by termites, treated. G(2)(e)
- ☐ 7. Soil beneath attached slabs (porches, patios, carports, garages, walkways, etc.) which are less than 18 inches belowslab treated. G(2)(f)
- ☐ 8. Adequate ventilation provided. G(2)(g)
- ☐ 9. Crawl space soil removed to provide at least 8 inches' clearance. G(2)(h)
- ☐ 10. Soil beneath concrete slab foundation treated. G(2)(i) and H(2)

Reason for not performing standard treatment procedures: (explain why standards checked above are being waived) OWNER WAIVES THE REMOVAL OF ALL cellulose debris.

It is my understanding that this structure will be treated according to the standards of the South Carolina Division of Regulatory and Public Service Programs except for those items checked above, and I authorize the above named company to proceed with treatment on that basis.

Property Owner
or
Authorized Agent

Christina W. Conner, Agent 1/6/94
SIGNATURE DATE
3750 MARINE MIDLAND CENTER
STREET OR P. O. BOX
Buffalo, N.Y.
CITY & STATE

OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORT

THIS REPORT VALID FOR 45 DAYS ONLY. THIS REPORT MAY NOT BE USED IN A REAL ESTATE CLOSING AFTER 45 DAYS. THIS REPORT IS NOT TO BE CONSTRUED AS A GUARANTEE OR WARRANTY AGAINST FUTURE INFESTATION OR DAMAGE. IT IS RECOMMENDED BY THE DEPARTMENT OF PESTICIDE REGULATION, REGULATORY AND PUBLIC SERVICE PROGRAMS, AND THE SOUTH CAROLINA PEST CONTROL ASSOCIATION THAT THE PURCHASER OF THE STRUCTURE, RATHER THAN THE SELLER, OBTAIN THIS WOOD INFESTATION REPORT.

Date 01/11/2010

File No. 108284

This is to report that a qualified inspector employed by the below named firm has carefully inspected readily accessible areas, including attics and crawl spaces which permit entry, of the property located at the below address for termites, other wood-destroying insects, and fungi. The inspection for fungi and fungi damage commonly called water damaged wood, rot or decay is limited to the area below the first main floor of the structure as defined by DPRPN-198. This report specifically excludes hidden areas and areas not readily accessible, and the undersigned pest control operator disclaims that he has made any inspection of such hidden areas or of such areas not readily accessible.

The inspection described has been made on the basis of visible evidence, and special attention was given to those accessible areas which experience has shown to be particularly susceptible to attack by wood-destroying insects. Probing and/or sounding those areas and other visible and accessible wood members showing evidence of infestation was performed. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to future infestation.

If there is evidence of active infestation or past infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation; however any visible damage to a wood member in accessible areas has been reported. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

LOCATION AND DESCRIPTION OF PROPERTY INSPECTED: 536 WHISKEY ROAD, AIKEN, SC. 29801, COTTAGE

TYPE OF TRANSACTION: FHA _____ VA _____ CONVENTIONAL _____ LOAN ASSUMPTION _____ CASH SALE _____

IF ANY OF THE FOLLOWING ITEMS ARE MARKED YES, DESCRIBE ON REVERSE:

Check Only
Appropriate Items

		YES	NO
WERE ANY AREAS OF THE PROPERTY OBSTRUCTED OR INACCESSIBLE? _____		[X]	[]
INFESTATION:			
1. There is visible evidence of active:	(A) subterranean termites _____	[]	[X]
	(B) other wood-destroying insects _____	[]	[X]
2. There is visible evidence of a previous infestation of:	(A) subterranean termites _____	[X]	[]
	(B) other wood-destroying insects _____	[]	[X]
3. There is visible evidence of prior subterranean termite treatment	_____	[]	[X]
4. There is evidence below the first main floor of the presence of:	(A) active wood-destroying fungi (wood moisture content 28% or above) _____	[]	[X]
	(B) wood-destroying fungi is present but not active (less than 28% wood moisture content) _____	[X]	[]
5. There is evidence of the presence of excessive moisture conditions below the first main floor (20% or above wood moisture content, standing water, etc.) _____	_____	[]	[X]

DAMAGE: Termite, other wood-destroying insects and fungi (Note: reporting of fungi damage to wood, commonly called water damage, decay or rot, is limited to the area below the first main floor of the structure as defined by DPRPN-198.)
At the time of our inspection, there were visibly damage wooden members (e.g. insect damage to columns, sills, joists, plates, door jambs, headers, exterior stairs, porches, or fungi damage below the first main floor) _____
If the answer is "YES," specify causes and location(s) on back.

[X] []
Check Appropriate
Block Below

DAMAGE OBSERVED (IF ANY)

- A. Will be or has been corrected by this company _____
B. Will be or has been corrected by another company (see attached contract.) _____
C. Will not be corrected by this company; recommend that structure be thoroughly and completely evaluated by a qualified building expert licensed or registered with the S.C. Department of Labor, Licensing, and Regulations, Residential Builder's Commission and that needed repairs be made. _____
D. In our opinion there is insufficient visible damage to recommend repair. _____
(Explanation on the reverse side why repair was not recommended.) _____

[]
[]

TREATMENT

1. The property described was treated by us for the prevention or control of _____

Check Appropriate
Block Below
[X]

SUBTERRANEAN TERMITES

08/12/1994

(date of treatment)

A waiver has been issued and is attached to this form _____

[X]

The present treatment warranty will expire on 08/12/2010

and may be renewed initially at \$ 150.00

by the owner.

2. The property described has not been treated by us and is not now under contract with our firm _____

[]

SEE OTHER SIDE OF THIS REPORT FOR ADDITIONAL CONDITIONS GOVERNING THIS REPORT.

CL-100 Approved by the South Carolina Pest Control Association, Inc., and the Division of Regulatory and Public Service Programs of Clemson University.
Revised 3/99 Supersedes earlier versions.

(OVER)

CONDITIONS GOVERNING THIS REPORT

Please read carefully.

This report is based on the observations of our inspector. It must be noted that all buildings have some wood members which are not visible or accessible for inspection. It is not always possible to determine the presence of infestation without extensive probing and in some cases actual dismantling of parts of the structure being inspected.

All inspections and reports will be made on the basis of what is visible, and we will not render opinions covering areas that are enclosed or not readily accessible, areas of finished rooms, areas concealed by wall coverings, floor coverings, insulation, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate tearing out or marring finished work. We do not move furniture, appliances, equipment, etc. Plumbing leaks may not be apparent at the time of inspection. If evidence of such leaks is disclosed, liability for the correction of such leaks is specifically denied. No opinion can be rendered as to infestation or damage on that portion of sheathing, siding or other susceptible material which continues below soil grade.

The areas of the substructure and attic that are accessible and open for inspection have been inspected. The substructure is defined as that portion of the building below the first main floor living space.

Detached garages, sheds, lean-tos, fences, or other buildings on the property are not included in this inspection report unless specifically noted.

The company, upon specific request and agreement as to additional charge, will open any inaccessible, concealed, or enclosed area and inspect same and make a report thereon.

REMARKS

THIS SPACE IS TO BE USED TO DETAIL ANY "YES" ANSWERS FROM THE FRONT OF THIS FORM. INCLUDE ITEM NUMBER WITH EACH EXPLANATION. CLARIFICATION AND EXPLANATION OF OTHER ITEMS MAY ALSO BE INCLUDED.

Unable to inspect all of attic due to inaccessible areas.

Unable to inspect crawl area due to no access.

Unable to inspect slab office and slab room due to furniture and stored items.

Unable to inspect several stalls due to stored items.

Infestation 2A: Found visible evidence of a previous termite infestation to several areas of stables.

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LICENSE NUMBER OF PERSON SIGNING THIS REPORT

C0009801

(MUST BE CERTIFIED IN CATEGORY 7A)

Business License Number #80001084 SC

ACKNOWLEDGEMENT:

Firm: AIKEN PEST CONTROL, INC.

BY: CRAIG S. HEATH

ADDRESS: P.O. DRAWER U

OF FIRM: AIKEN, SC 29802-0696

PURCHASER ACKNOWLEDGES THAT A COPY OF THIS REPORT HAS BEEN REVIEWED AND RECEIVED.

DATE ACKNOWLEDGED

PURCHASER'S SIGNATURE



836 Whiskey Rd
Account Number: 7-2100-7371-5277

Want More Details?

Check out Energy Analyzer or use our Save feature to download your history into your favorite spreadsheet program. You can even estimate your next bill with our Bill Estimator.

Update Your
Phone Number

Be Prepared for
Storm Season

account management
billing & payments
pay your bill
manage options
credit/debit payments
update bank information
enroll in epay/edraft
view billing history
view payment history
energy analyzer
energy efficiency tools
request service
report a power outage

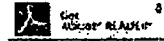
MAIN HOME

Billing & Payments

Print Save

- View Billing History

View up to 24 months of billing history below. For bill images, load Adobe Reader and click on the Bill Date.



Bill Date	Electric Charges	Gas Charges	Other Utility Charges	Taxes	Total Utility Charges	Other Charges	Balance Forward	Total Due (at Billing)	Payments
08/13/2009	\$647.29	\$101.27	\$0.00	\$22.46	\$771.02	\$0.00	\$0.00	\$771.02	\$827.10
07/15/2009	\$694.80	\$108.21	\$0.00	\$24.09	\$827.10	\$0.00	\$0.00	\$827.10	\$630.08
06/12/2009	\$486.39	\$125.34	\$0.00	\$18.35	\$630.08	\$0.00	\$0.00	\$630.08	\$401.53
05/12/2009	\$262.01	\$127.83	\$0.00	\$11.69	\$401.53	\$0.00	\$0.00	\$401.53	\$463.93
04/14/2009	\$206.78	\$243.64	\$0.00	\$13.51	\$463.93	\$0.00	\$0.00	\$463.93	\$745.29
03/13/2009	\$228.28	\$495.30	\$0.00	\$21.71	\$745.29	\$0.00	\$0.00	\$745.29	\$1,090.95
02/11/2009	\$269.54	\$789.63	\$0.00	\$31.78	\$1,090.95	\$0.00	\$0.00	\$1,090.95	\$778.36
01/13/2009	\$245.24	\$510.45	\$0.00	\$22.67	\$778.36	\$0.00	\$0.00	\$778.36	\$955.33
12/10/2008	\$288.44	\$639.07	\$0.00	\$27.82	\$955.33	\$0.00	\$0.00	\$955.33	\$476.92
11/10/2008	\$227.16	\$235.87	\$0.00	\$13.89	\$476.92	\$0.00	\$0.00	\$476.92	\$443.52
10/13/2008	\$316.02	\$114.58	\$0.00	\$12.92	\$443.52	\$0.00	\$0.00	\$443.52	\$690.64
09/12/2008	\$552.93	\$117.59	\$0.00	\$20.12	\$690.64	\$0.00	\$0.00	\$690.64	\$614.79
08/13/2008	\$506.66	\$90.22	\$0.00	\$17.91	\$614.79	\$0.00	\$0.00	\$614.79	\$839.48
07/15/2008	\$633.65	\$181.38	\$0.00	\$24.45	\$839.48	\$0.00	\$0.00	\$839.48	\$700.34
06/12/2008	\$486.32	\$193.62	\$0.00	\$20.40	\$700.34	\$0.00	\$0.00	\$700.34	\$431.53
05/13/2008	\$209.23	\$209.73	\$0.00	\$12.57	\$431.53	\$0.00	\$0.00	\$431.53	\$559.16
04/14/2008	\$190.27	\$352.60	\$0.00	\$16.29	\$559.16	\$0.00	\$0.00	\$559.16	\$953.51
03/12/2008	\$218.04	\$797.70	\$0.00	\$27.77	\$953.51	\$0.00	\$0.00	\$953.51	\$1,160.25
02/12/2008	\$204.06	\$922.40	\$0.00	\$33.79	\$1,160.25	\$0.00	\$0.00	\$1,160.25	\$1,140.20
01/11/2008	\$246.43	\$860.56	\$0.00	\$33.21	\$1,140.20	\$0.00	\$0.00	\$1,140.20	\$825.42
12/12/2007	\$196.76	\$604.62	\$0.00	\$24.04	\$825.42	\$0.00	\$0.00	\$825.42	\$423.13
11/09/2007	\$181.12	\$229.69	\$0.00	\$12.32	\$423.13	\$0.00	\$0.00	\$423.13	\$475.09
10/12/2007	\$310.16	\$151.06	\$0.00	\$13.83	\$475.09	\$0.00	\$0.00	\$475.09	\$829.55
09/12/2007	\$650.31	\$145.08	\$0.00	\$24.16	\$829.55	\$0.00	\$0.00	\$829.55	\$773.60



836 Whiskey Rd
Account Number: 7-2100-7371-5239

Want More Details?

Check out Energy Analyzer or use our Save feature to download your history into your favorite spreadsheet program. You can even estimate your next bill with our Bill Estimator.

Update Your
Phone Number

**Be Prepared for
Storm Season**

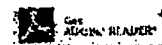
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pay your bill
manage options
credit/debit payments
update bank information
enroll in epay/edraft
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view payment history
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Billing & Payments

- View Billing History

View up to 24 months of billing history below. For bill images, load [Adobe Reader](#) and click on the **Bill Date**.



Bill Date	Electric Charges	Gas Charges	Other Utility Charges	Taxes	Total Utility Charges	Other Charges	Balance Forward	Total Due (at Billing)	Payments
08/13/2009	\$172.00	\$20.68	\$0.00	\$5.78	\$198.46	\$0.00	\$0.00	\$198.46	\$227.14
07/15/2009	\$196.11	\$24.42	\$0.00	\$6.61	\$227.14	\$0.00	\$0.00	\$227.14	\$162.83
06/12/2009	\$120.44	\$37.65	\$0.00	\$4.74	\$162.83	\$0.00	\$0.00	\$162.83	\$76.80
05/12/2009	\$48.46	\$26.11	\$0.00	\$2.23	\$76.80	\$0.00	\$0.00	\$76.80	\$100.57
04/14/2009	\$33.79	\$63.85	\$0.00	\$2.93	\$100.57	\$0.00	\$0.00	\$100.57	\$96.36
03/13/2009	\$28.90	\$64.65	\$0.00	\$2.81	\$96.36	\$0.00	\$0.00	\$96.36	\$170.99
02/11/2009	\$28.58	\$137.43	\$0.00	\$4.98	\$170.99	\$0.00	\$0.00	\$170.99	\$140.81
01/13/2009	\$40.67	\$96.04	\$0.00	\$4.10	\$140.81	\$0.00	\$0.00	\$140.81	\$192.05
12/10/2008	\$40.99	\$145.47	\$0.00	\$5.59	\$192.05	\$0.00	\$0.00	\$192.05	\$64.99
11/10/2008	\$41.41	\$21.69	\$0.00	\$1.89	\$64.99	\$0.00	\$0.00	\$64.99	\$96.22
10/13/2008	\$73.40	\$20.02	\$0.00	\$2.80	\$96.22	\$0.00	\$0.00	\$96.22	\$188.21
09/12/2008	\$165.07	\$17.66	\$0.00	\$5.48	\$188.21	\$0.00	\$0.00	\$188.21	\$120.24
08/13/2008	\$100.76	\$15.98	\$0.00	\$3.50	\$120.24	\$0.00	\$0.00	\$120.24	\$193.23
07/15/2008	\$166.27	\$21.33	\$0.00	\$5.63	\$193.23	\$0.00	\$0.00	\$193.23	\$156.18
06/12/2008	\$114.54	\$37.09	\$0.00	\$4.55	\$156.18	\$0.00	\$0.00	\$156.18	\$178.58
05/13/2008	\$79.57	\$93.81	\$0.00	\$5.20	\$178.58	\$0.00	\$0.00	\$178.58	\$258.10
04/14/2008	\$57.93	\$182.85	\$0.00	\$7.52	\$258.10	\$0.00	\$0.00	\$258.10	\$352.96
03/12/2008	\$68.72	\$273.96	\$0.00	\$10.28	\$352.96	\$0.00	\$0.00	\$352.96	\$408.82
02/12/2008	\$78.46	\$318.46	\$0.00	\$11.90	\$408.82	\$0.00	\$0.00	\$408.82	\$423.17
01/13/2008	\$103.37	\$307.48	\$0.00	\$12.32	\$423.17	\$0.00	\$0.00	\$423.17	\$352.16
12/11/2007	\$91.32	\$250.58	\$0.00	\$10.26	\$352.16	\$0.00	\$0.00	\$352.16	\$193.24
11/09/2007	\$82.10	\$105.51	\$0.00	\$5.63	\$193.24	\$0.00	\$0.00	\$193.24	\$190.33
10/12/2007	\$129.47	\$55.32	\$0.00	\$5.54	\$190.33	\$0.00	\$0.00	\$190.33	\$255.84
09/12/2007	\$197.54	\$50.84	\$0.00	\$7.46	\$255.84	\$0.00	\$0.00	\$255.84	\$273.30



836 Whiskey Rd
Account Number: 7-2100-7371-5065

Want More Details?

Check out Energy Analyzer or use our Save feature to download your history into your favorite spreadsheet program. You can even estimate your next bill with our Bill Estimator.

account management
billing & payments
pay your bill
manage options
update bank information
enroll in epay/draft
view billing history
view payment history
energy analyzer
request service
report a power outage

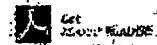
Billing & Payments

- View Billing History

Print Save

Well

View up to 24 months of billing history below. For bill images, load Adobe Reader and click on the Bill Date.



Bill Date	Electric Charges	Gas Charges	Other Utility Charges	Taxes	Total Utility Charges	Other Charges	Balance Forward	Total Due (at Billing)	Payments
08/13/2009	\$115.25	\$0.00	\$0.00	\$11.77	\$127.02	\$0.00	\$0.00	\$127.02	\$142.01
07/15/2009	\$128.85	\$0.00	\$0.00	\$13.16	\$142.01	\$0.00	\$0.00	\$142.01	\$119.93
06/12/2009	\$108.82	\$0.00	\$0.00	\$11.11	\$119.93	\$0.00	\$0.00	\$119.93	\$78.54
05/12/2009	\$71.26	\$0.00	\$0.00	\$7.28	\$78.54	\$0.00	\$0.00	\$78.54	\$21.69
04/14/2009	\$19.68	\$0.00	\$0.00	\$2.01	\$21.69	\$0.00	\$0.00	\$21.69	\$20.97
03/13/2009	\$19.03	\$0.00	\$0.00	\$1.94	\$20.97	\$0.00	\$0.00	\$20.97	\$22.83
02/11/2009	\$20.72	\$0.00	\$0.00	\$2.11	\$22.83	\$0.00	\$0.00	\$22.83	\$19.36
01/13/2009	\$17.56	\$0.00	\$0.00	\$1.80	\$19.36	\$0.00	\$0.00	\$19.36	\$30.06
12/10/2008	\$27.27	\$0.00	\$0.00	\$2.79	\$30.06	\$0.00	\$0.00	\$30.06	\$29.01
11/10/2008	\$26.32	\$0.00	\$0.00	\$2.69	\$29.01	\$0.00	\$0.00	\$29.01	\$68.28
10/13/2008	\$61.95	\$0.00	\$0.00	\$6.33	\$68.28	\$0.00	\$0.00	\$68.28	\$58.12
09/12/2008	\$52.74	\$0.00	\$0.00	\$5.38	\$58.12	\$0.00	\$0.00	\$58.12	\$90.00
08/13/2008	\$81.66	\$0.00	\$0.00	\$8.34	\$90.00	\$0.00	\$0.00	\$90.00	\$111.50
07/15/2008	\$101.17	\$0.00	\$0.00	\$10.33	\$111.50	\$0.00	\$0.00	\$111.50	\$98.08
06/12/2008	\$88.99	\$0.00	\$0.00	\$9.09	\$98.08	\$0.00	\$0.00	\$98.08	\$56.16
05/13/2008	\$50.96	\$0.00	\$0.00	\$5.20	\$56.16	\$0.00	\$0.00	\$56.16	\$30.72
04/14/2008	\$27.87	\$0.00	\$0.00	\$2.85	\$30.72	\$0.00	\$0.00	\$30.72	\$24.24
03/12/2008	\$21.99	\$0.00	\$0.00	\$2.25	\$24.24	\$0.00	\$0.00	\$24.24	\$19.48
02/12/2008	\$17.68	\$0.00	\$0.00	\$1.80	\$19.48	\$0.00	\$0.00	\$19.48	\$22.82
01/11/2008	\$20.71	\$0.00	\$0.00	\$2.11	\$22.82	\$0.00	\$0.00	\$22.82	\$82.03
12/11/2007	\$74.43	\$0.00	\$0.00	\$7.60	\$82.03	\$0.00	\$0.00	\$82.03	\$78.70
11/09/2007	\$71.41	\$0.00	\$0.00	\$7.29	\$78.70	\$0.00	\$0.00	\$78.70	\$73.26
10/12/2007	\$66.48	\$0.00	\$0.00	\$6.78	\$73.26	\$0.00	\$0.00	\$73.26	\$130.85
09/12/2007	\$118.73	\$0.00	\$0.00	\$12.12	\$130.85	\$0.00	\$0.00	\$130.85	\$97.86
Total:	\$1,411.53	\$0.00	\$0.00	\$144.13	\$1,555.66	\$0.00	\$0.00	\$1,555.66	\$1,526.52

Contract

STATE OF South Carolina COUNTY OF Aiken

AUCTION REAL ESTATE SALES CONTRACT
836 Whiskey Road, Aiken, South Carolina 29801

THIS CONTRACT made this 9th day of February, 2010, by and between

_____, (hereinafter referred to as the "SELLER") whose address is

and _____, ("Purchaser")

whose address is _____,

whose phone # is: home _____, business _____,

cell _____.

1. **AGREEMENT TO PURCHASE.** In consideration of the sum of \$10.00, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, seller agrees to sell to purchaser by General Warranty Deed (with all mortgages and liens paid off as of closing), and purchaser agrees to purchase from seller, pursuant to the terms and conditions herein set forth, real estate as described in Exhibit "A":

2. Highest Accepted Bid of ("HIGH BID PRICE") \$ _____

Plus Seven and a Half Percent (7 1/2 %) Buyer's Premium of..... \$ _____

TOTAL CONTRACT PRICE \$ _____

(a) Less written Bid Incentive Discount \$ _____

(3% discount on the Written Opening bid amount of \$ _____)

FINAL CONTRACT PRICE \$ _____

(b) 10% Earnest Money Deposit, based on Final Contract Price, in amount of to be held in a non-interest bearing escrow account by Escrow Agent. \$ _____

(c) Balance due at closing not including Buyer's closing costs or financing costs, prepaids or prorations. To be in immediately available cash, locally drawn bank certified or cashier's check or confirmed wire transfer. \$ _____

☐ CASH

3. **CLOSING.** Closing shall only take place in the office of SMITH, MASSEY, BRODIE, GUYNN & MAYES: Attorneys at Law, ("Closing & Escrow Agent"), whose address is 210 COLONY PARKWAY, AIKEN, SOUTH CAROLINA 29803. Telephone: 803-643-4110, Fax No. 803-643-8140, on or before "MARCH 11, 2010" (the "Closing Date"). THIS CONTRACT IS NOT CONTINGENT ON PURCHASER BEING APPROVED FOR A LOAN. At closing, seller shall deliver to purchaser a General Warranty Deed that shall convey fee simple title to the real property. Possession of the property will be granted at closing. Time is of the essence in this contract.

4. **TAXES.** 2010 Ad Valorem property taxes and general assessments, if any, shall be adjusted and, as appropriate, apportioned through the date of closing.

5. **CLOSING COSTS.**

a) **Seller's Costs.** At closing, seller shall pay the legal fees and expenses of seller's counsel to prepare documents to transfer the property to purchaser and to release any liens or mortgages on the property to allow conveyance of the property to the purchaser in accordance with the General Warranty Deed.

Buyer's initials _____ Seller's initials _____
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b) **Purchaser's Costs.** Purchaser shall pay the cost of recording the General Warranty Deed, the Deed Stamps of \$3.70 per thousand of the Final Contract Price, Preliminary and Final Title Insurance, preliminary title search, updated and final title search, transfer fees, purchaser's attorney fees, the buyer's premium fee, and all fees and costs associated with purchaser's financing, if any, prepaid pro rations, credit report, appraisal fees, recording fees, escrow costs, discount points and origination fees, if applicable. Should the purchaser desire an Owner's Policy of Title Insurance and a survey it shall be at purchaser's option and expense and said Title Insurance must be obtained from Closing Agent, Smith, Massey, Brodie, Guynn & Mayes. Purchaser agrees, by execution of this contract, to obtain title insurance and close in the offices of Smith, Massey, Brodie, Guynn & Mayes. If Purchaser shall choose to close with another attorney or title agency all costs associated in this Paragraph 5 section b shall still apply to the expense of the purchaser's closing costs.

6. TERMS.

This is a Cash sale with **TEN PERCENT (10%) non-refundable earnest money deposit** on auction day with the balance due at closing "on or before **March 11, 2010**". Time is of the essence.

7. EARNEST MONEY/CLOSING AGENT. Purchaser and seller hereby acknowledge and agree that Escrow Agent shall hold and deliver the earnest money in accordance with the terms and conditions of this contract, and that Escrow Agent and Closing Agent shall be relieved of all liability and held harmless by both seller and purchaser in the event Escrow Agent or Closing Agent makes any disbursement of the earnest money in accordance with the terms and provisions of this contract. Escrow Agent and Closing Agent shall be relieved from any responsibility or liability and held harmless by both seller and purchaser in connection with the discharge of any of Escrow Agent and/or Closing Agent's duties hereunder provided that Escrow Agent and/or Closing Agent exercises ordinary and reasonable care in the discharge of said duties.

8. DISCLAIMER OF WARRANTIES; "AS-IS" CONVEYANCE.

(a) As a material part of the consideration for this Agreement, Seller and Buyer agree that the Property is being sold in "AS IS, WHERE IS" condition with all burdens, circumstances, defects, faults, dangers, hazards, issues, material facts, problems, and other relevant matters, whether latent or patent, whether past, present, or future, and whether or not referenced herein, or in the Terms of Auction, and Buyer knowingly, voluntarily, unconditionally, and irrevocably waives, releases, and discharges Seller, Grand Estates Auction Company and Escrow Agent from any claim that Buyer may otherwise have had with respect to the Property, the Auction, this Sale Contract, and the transaction contemplated.

(b) To the fullest extent allowed by law, Seller and Grand Estates Auction Company unconditionally disclaim any guarantee, representation, and warranty of every kind, whether expressed, implied, or statutory, whether oral or written, with respect to the Property, the surrounding area, the Auction, the Terms of Auction and all matters referenced therein (including, but not limited to, all matters referred to within this Article, plus the section on "Disclaimer and Property Inspection" included in the Terms of Auction), plus all other relevant matters, whether past, present, or future, and whether or not referenced herein, in the Terms of Auction, or elsewhere, except for limited warranties that may be given by Seller to Buyer in the deed of conveyance, or as expressly stated herein.

(c) Maps, depictions, and sketches included in the marketing material for the Auction are for illustration purposes only and Seller, Auctioneer, and Grand Estates Auction Company do not warrant or guarantee these materials or related information to be accurate or complete.

(d) Buyer acknowledges and agrees that it is Buyer's exclusive responsibility to make and independently verify such factual, legal, and other inquiries, inspections, investigations, and studies as Buyer deems appropriate, desirable, and necessary with respect to the Property, the Auction, this Sale Contract, and this sale, all of which shall be at Buyer's exclusive cost, and Seller, Auctioneer, Grand Estates Auction Company and Escrow Agent shall have no liability whatsoever on any basis or in any amount.

(e) Buyer acknowledges and agrees that, in executing this Sale Contract and purchasing the Property, Buyer is not relying upon any guarantee, representation, or warranty of any kind that Seller, Auctioneer, and Grand Estates Auction Company have disclaimed, nor is Buyer relying upon any assertion, brochure, claim, document, information, literature, map, projection, sketch, or statement of any kind with respect to the Property and any improvements thereon, including the surrounding area and all relevant circumstances, facts, issues, and matters, whether past, present, or future, whether expressed or implied, whether oral or written, whether material or immaterial, and whether given or made by, or on behalf of, Seller, Auctioneer or Grand Estates Auction Company. Instead, Buyer is relying solely upon Buyer's independent due diligence, inspection, investigation, and findings with respect to the Property, the surrounding area, the Auction, the Terms of Auction, or elsewhere.

(f) Seller, Auctioneer and Grand Estates Auction Company shall not be liable to Buyer for any relief, including, but not limited to, adjustment, allowance, damages, reformation, or rescission, based upon the failure of the Property to conform to any specific condition, expectation, standard, or any third-party documents or information.

(g) Buyer shall look only to Seller, and not Auctioneer, Grand Estates Auction Company or Escrow Agent, with respect to all matters regarding the sale of the Property and this Sale Contract.

9. TITLE. Purchaser(s) acknowledge(s) that they have received and reviewed the Preliminary Title Commitment provided

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Buyer's initials _____ Seller's initials _____
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by seller prior to bidding. Purchaser hereby agrees to accept title to the property subject to (i) all standard exclusions and printed exceptions set forth in the owner's policy of title insurance, including all matters that would be disclosed by a current and accurate survey of the property; (ii) liens for taxes not yet due and payable; any dues, taxes and assessments will be prorated between buyer and seller at closing (iii) easements for public utilities affecting the property; (iv) all other easements, covenants, restrictions and rights-of-way affecting the property; (v) rights of parties in possession; and (vi) all title exceptions referenced in the Title Commitment and the Warranty Deed (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by purchaser pursuant to this Paragraph 9, shall also be deemed Permitted Title Exceptions.

(a) Seller covenants that it will not voluntarily create or cause a lien or encumbrance to attach to the property between the date of this contract and closing.

10. DISCLOSURES.

(a) **DISCLOSURE STATEMENT.** Any disclosures made and information given by Seller, Auctioneer and/or Grand Estates Auction Company to Buyer regarding the Property and any improvements thereon, the surrounding area, and all circumstances, facts, issues, and other matters relevant to this sale are provided subject to the disclaimers stated herein. All disclosures, information, representations, and statements made or given as well as the property specific statements incorporated herein by reference, are attributable solely to Seller and not Auctioneer or Grand Estates Auction Company, and these represent Seller's belief at the time this Sale Contract was drafted, but nothing is guaranteed or warranted to be accurate, complete, or correct.

(b) **LEAD WARNING STATEMENT.** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. A seller of an interest in such real property is required to provide a buyer with a lead hazard information pamphlet, disclose to the buyer the presence of any known lead-based paint, or any known lead-based paint hazards, in such housing and provide the buyer with any lead hazard evaluation report available to the seller, and permit the purchaser a 10-day period, unless the parties mutually agree upon a different period of time, to conduct a risk assessment or inspection for the presence of lead-based paint hazards. Buyer agrees to execute a "Lead-Based Paint Waiver" ("Waiver") attached hereto as Exhibit "C" and to be made part of this Sale Contract, fully waiving the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the Property, and Buyer has executed this "Waiver" and it is incorporated herein by reference.

(c) **MOLD DISCLOSURE AND WAIVER.** Mold is a natural occurring microbe and mold should pose no health threat unless there are concentrated high levels in the living environment. If the Purchaser is concerned or desires additional information, Purchaser should consult an appropriate professional. The Seller, Broker and the Auction Company specifically make no representations, guarantees, or warranties of any kind whatsoever regarding the present condition of the property, the future condition of the property, or anything regarding mold, mildew and the remediation process. The Seller, Broker, Auction Company and the Escrow Agent fully and unconditionally disclaim any liability whatsoever for any action, arbitration, claim, cost, damage, deficiency, expense, loss, suit, or other demand of any kind related to the property, these conditions, damages, problems, the remediation process, and all related issues. Buyer agrees to execute a "Mold Disclosure and Waiver" ("Mold Waiver") attached hereto as Exhibit "F" and to be made part of this Sale Contract, and Buyer has executed this "Mold Waiver" and it is incorporated herein by reference.

(d) **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to personnel who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from the county public health unit.

(e) **SEX OFFENDER INFORMATION.** State law enforcement may maintain a database of known sex offenders who reside within the area. Information regarding sex offenders may be obtained by contacting local law enforcement authorities. Buyer relies exclusively upon Buyer's own due diligence and inquiry into this issue and Buyer acknowledges having done all of the research that Buyer desires to do on, in the alternative, Buyer waives the right to research this issue prior to entering into this Sale Contract. Buyer unconditionally and irrevocably acknowledges and agrees that Buyer has not relied upon Seller, Auctioneer or Grand Estates Auction Company for any information regarding this issue and Seller, Auctioneer and Grand Estates Auction Company are not required to provide any additional information regarding the proximity to the Property of registered sex offenders.

(f) **PROPERTY TAX DISCLOSURE SUMMARY.** PURCHASER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAX ON THE PROPERTY AS BEING INDICATIVE OF THE AMOUNT OF TAX THAT WILL BE OWED ON THE PROPERTY IN THE FUTURE. A CHANGE OF OWNERSHIP OR IMPROVEMENT OF THE PROPERTY MAY

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Buyer's initials _____ Seller's initials _____
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TRIGGER A TAX REASSESSMENT FOR THE PROPERTY AND COULD RESULT IN HIGHER TAXES BEING ASSESSED TO PURCHASER. IF YOU HAVE ANY QUESTION CONCERNING VALUATION OR TAXATION OF THE PROPERTY, YOU SHOULD IMMEDIATELY CONTACT THE COUNTY PROPERTY APPRAISERS' OFFICE FOR FURTHER INFORMATION.

(g) **FLOOD ZONE.** Buyer is advised to verify by Survey, with lender and the appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty. By execution of this Sale Contract the Buyer accepts the existing elevation of the buildings and zone designation of the property.

(h) **COASTAL CONSTRUCTION CONTROL LINE.** If any part of the Property lies seaward of the coastal construction control line, Seller shall provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the coastal construction line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the local Department of Environmental Protection, including whether there are significant erosion conditions associated with shoreline of the Property being purchased. By execution of this Contract the Buyer waives the right to receive a CCCL affidavit or survey.

(i) **TAX WITHHOLDING.** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

11. **SURVEY.** A survey has been provided on the property for this sale. Seller is conveying the property in accordance with the legal description in the recorded plat. Any additional survey shall be at the purchaser's option and expense. If said additional survey shows a greater or lesser number of acres, such survey shall not affect the purchaser's obligations under this contract and no adjustments will be made to the purchase price.

12. **COMMISSIONS.**

(a) **BROKERAGE.** Purchaser warrants and represents that Purchaser () is () is not represented by a buyer's broker in this transaction. If purchaser is represented by a buyer's broker, the buyer's broker name is: _____

The broker must have performed all requirements of the Buyer Broker Guidelines and executed a Broker Registration form provided by the auction company. Failure to properly register or comply with the provisions of the guidelines will disqualify the buyer broker from receiving any commission.

Purchaser further warrants and represents that purchaser has not contacted or communicated with any other real estate agent or broker about the possible purchase of the property other than auctioneer or the buyer's broker named above, and that to the best of purchaser's knowledge there are no brokerage fees, commissions or sums due to any other broker or real estate agent. Purchaser shall indemnify seller and auctioneer against the claims of any real estate agent or broker not properly registered with auctioneer, including any attorney's fees incurred by seller or Auction Company as a result of such claim. This provision shall survive the closing and any termination of this Contract.

(b) **BROKERAGE COMMISSIONS.** Upon the closing of the transaction contemplated herein, seller shall pay Grand Estates Auction Company a commission pursuant to the terms of a separate agreement. If a buyer's broker is properly registered with the auctioneer, then at closing, a real estate commission of THREE PERCENT (3%) on the WRITTEN OPENING BID PRICE (not to include the buyer's premium), plus an additional one percent (1%) on the difference between the Written Opening Bid Price and the High Bid Price, offered by the purchaser at the auction, as set forth in Paragraph 2, shall be paid to the buyer's broker, provided the buyer's broker registered on behalf of purchaser in strict compliance with the terms and conditions of the Buyer Broker Registration Form. If for any reason whatsoever including the default of any party the closing hereunder does not occur, then no commission shall be due and payable to buyer's broker by any party.

13. **BUYER'S OPENING BID INCENTIVE PROGRAM.** A credit equal to THREE PERCENT (3%) of the Written Opening Bid amount offered by the purchaser, will be deducted from the total contract price of the property, provided purchaser is not being represented by a broker, has completed the Buyer's Opening Bid Form and submitted to Grand Estates Auction Company as required, and provided purchaser closes on the property in compliance with the terms of the Real Estate Sales Contract. If an opening bid amount is not written on the Buyer's Opening Bid Form and submitted to Grand Estates Auction Company, the day before the auction, then no credit will be given to purchaser. An approved written opening bid, subject to the stated conditions on the written opening bid form, amount [] was [] was not submitted to Grand Estates Auction Company, in the amount of \$ _____.

14. **BREACH OF CONTRACT BY SELLER.** In the event the purchase and sale hereunder is not closed by reason of seller's default hereunder, the parties hereto agree that the purchaser (s) shall be provided whatever remedy may be available by law. In no event shall the auctioneer or broker be liable for any damages, including special, incidental or consequential damages.

15. **BREACH OF CONTRACT BY PURCHASER.** In the event that the purchase and sale contemplated in this contract is

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Buyer's initials _____ Seller's initials _____
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not consummated as a result of purchaser's default, or in the event of any other default of purchaser under this contract, then, at seller's option, seller may treat this contract as canceled, in which case purchaser's earnest money deposit shall be *forfeited, awarded to and retained by seller* and seller may recover such damages in addition thereto as may be proper, or seller may treat this contract as being in full force and effect and seller shall have the right of specific performance or damages, or both. In addition, in the event that seller is unable to collect on any check delivered by purchaser to seller, escrow agent or closing agent, then, at seller's option, without notice, this contract may be terminated immediately by seller and any earnest money held by seller, escrow agent or closing agent shall be paid to seller, and seller shall be entitled to all rights and remedies available at law and in equity.

16. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the property shall be borne by seller until the date of closing; thereafter, all risk of loss shall be borne by purchaser. In the event that the property is, in the opinion of seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to closing, seller shall have the option to restore the property to its pre-casualty condition or to cancel this contract and purchaser's earnest money shall be returned as a complete and final settlement to purchaser of all of seller's obligations hereunder. Should seller desire to restore the property to its pre-casualty condition, seller shall so notify purchaser and thereafter have 120 days to complete such restoration, with the closing date to be postponed accordingly.

17. **NO RECORDING.** Purchaser shall not cause this contract or any memorandum, affidavit or other instrument which makes reference to this contract (other than a lis pendens) to be recorded in the real property records of Aiken County, South Carolina. If purchaser causes this contract or any memorandum, affidavit or other instrument which makes reference to this contract (other than a lis pendens) to be so recorded, purchaser shall immediately, upon demand, execute and deliver such documents as seller may request to remove any cloud on title to the subject real estate resulting from such recording, and if purchaser fails to do so, purchaser shall be in default under this contract and the provisions of Section 14 shall apply. Without limiting the survival of any other provisions of this contract, the provisions of this Section shall survive any termination of this contract.

18. **COSTS AND EXPENSES.** In the event of any arbitration or litigation relating to this contract, the arbitrator(s) or court shall award to the prevailing party all reasonable costs and expenses, including reasonable attorneys' and paralegals' fees and costs.

19. **INTENTIONALLY DELETED**

20. **US DOLLARS.** All amounts payable under this contract shall be in US dollars.

21. **NOTICES.** All notices under this contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service, to the applicable addresses set forth in this contract. A copy of all notices given hereunder shall be delivered to auctioneer and closing agent.

22. **ENTIRE AGREEMENT; AMENDMENT.** This written contract and the Exhibits, Schedules and Addenda attached hereto and made a part of this contract signed by purchaser constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the property. This contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the purchaser, seller and Grand Estates Auction Company.

23. **HEADINGS.** The paragraphs or section headings herein are for convenience of reference only and shall not be deemed to vary the content of this contract or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope thereof.

24. **SEVERABILITY.** The invalidity of any provision of this contract shall not affect the validity or enforceability of any other provision set forth herein.

25. **ASSIGNMENT.** Purchaser may not assign this contract or purchaser's rights hereunder without the prior written consent of seller, which consent may be given or withheld in seller's sole and arbitrary discretion. Purchaser agrees not to resell the property to any other registered bidders for a period of one year without prior written consent of seller and Auction Company.

26. **BINDING EFFECT.** This contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and assigns.

27. **COUNTERPARTS.** The contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

28. **ACKNOWLEDGEMENT.** The undersigned ("Purchaser"), certifies that he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this contract on behalf of himself or herself. If purchaser is a for-profit entity, non-profit organization, public agency, trust or other entity, then the person(s) executing this contract on behalf of such entity and purchaser certify to seller that such person(s) has(have) the authority to execute this contract on behalf of such entity, and that such entity shall be bound by the matters contained herein.

29. **EXHIBITS.** The following Exhibits are attached hereto and fully incorporated herein by reference for all purposes

Schedule "I" - Agency Disclosure
Exhibit "A" - Preliminary Title Commitment/ Legal Property Description
Exhibit "B" - Seller's Disclosure
Exhibit "C" - Warranty Deed
Exhibit "D" - Preliminary Terms and Conditions
Exhibit "E" - Bidders Statement
Exhibit "F" - Mold Disclosure

IN WITNESS WHEREOF, the parties hereto have duly executed this contract, as of the day and year first above written,

SELLERS:

Signature _____ Date _____ Social Security # _____

Signature _____ Date _____ Social Security # _____

PURCHASERS:

Signature _____ Date _____
Print Name _____ Social Security Number _____

PURCHASERS:

Signature _____ Date _____
Print Name _____ Social Security Number _____

REAL ESTATE BROKER:

Signature _____ Date _____
Print Name: _____ State and License # _____

Buyer's initials _____ Seller's initials _____ 6 of 27
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SCHEDULE "I"

AGENCY DISCLOSURE

Grand Estates Auction Company, and all other licensees represent the seller only in the sale of this property, and is to be paid a fee by the seller pursuant to a separate written agreement between the seller and the Auction Company. The Auction Company is not acting as an agent for the buyer in this transaction. Any third party broker is not a subagent of the Auction Company.

EXHIBIT "A"
PRELIMINARY TITLE COMMITMENT/LEGAL PROPERTY DESCRIPTION

Commitment Number: GRAND ESTATES
File No.: GRAND ESTATES

COMMITMENT SCHEDULE A

1. Commitment Date: December 11, 2009 at 09:00 AM
2. Policy (or Policies) to be issued:
 - (a) Owner's Policy (ALTA Owner's Policy) ALTA Own. Policy (10/17/92) Policy Amount \$ T&D
Proposed Insured:
"Owner to be determined", Its successors and/or assigns as their respective interests may appear.
 - (b) Loan Policy (ALTA Loan Policy) ALTA Loan Policy (10/17/92) Policy Amount \$
Proposed Insured:
 - (c) Policy Amount \$
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
and , as Trustees of the and
Revocable Trust Dated May 24, 1983.
4. The land referred to in the Commitment is described as follows:

See Exhibit "A" herewith

STEWART TITLE GUARANTY 400273

By: 
SWP TITLE AGENCY, SCOTT W. PATTERSON

**STEWART TITLE
GUARANTY COMPANY**

(GRAND ESTATES HIRSCHHORN, PFD/GRAND ESTATES)

Commitment Number: GRAND ESTATES
File No.: GRAND ESTATES

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following are the requirements to be compiled with:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Execution by Owner/Seller/Contractor and Affidavit as to Debts and Liens and Affidavit and Indemnity.
3. Execution and Acknowledgement by Borrower/Purchaser of Form 39-30 (Mortgagor's Notice of Availability of Owner's Coverage) and Title Insurance Disclosure.
4. Evidence satisfactory to the Company that the Trust as well as the authority of the trustees to bind the trust are valid and subsisting under the laws of their respective domiciliary states, and that all necessary consents, authorizations, and trust documentation required under applicable law have been given, completed, existing and valid prior to closing. (NOTE: Copy of all trust documents must be provided to closing attorney and company prior to closing with said documentation complying with South Carolina Law).

**STEWART TITLE
GUARANTY COMPANY**

(GRAND ESTATES HIRSCHORN.PFD\GRAND ESTATES)

Commitment Number: GRAND ESTATES
File No.: GRAND ESTATES

**SCHEDULE B - SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Covenants, conditions, or restrictions, if any, appearing in the Public Records; however, this policy insures against loss or damage arising from:
 - (a) the violation of those covenants, conditions, or restrictions on or prior to Date of Policy;
 - (b) a forfeiture or reversion of Title from a future violation of those covenants, conditions, or restrictions, including those relating to environmental protection; and
 - (c) provisions in those covenants, conditions, or restrictions, including those relating to environmental protection, under which the lien of the Insured Mortgage can be extinguished, subordinated, or impaired.

As used in paragraph 1(a), the words "covenants, conditions, or restrictions" do not refer to or include any covenant, condition, or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not referenced in an addendum attached to this policy.

2. Any easements or servitudes appearing in the Public Records; however, this policy insures against loss or damage arising from (a) the encroachment, at Date of Policy, of the improvements on any easement, and (b) any interference with or damage to existing improvements, including lawns, shrubbery, and trees, resulting from the use of the easements for the purposes granted or reserved.
3. Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the Public Records; however, this policy insures against loss or damage arising from (a) any effect on or impairment of the use of the Land for residential one-to-four family dwelling purposes by reason of such lease, grant, exception or reservation of minerals or mineral rights, and (b) any damage to existing improvements, including lawns, shrubbery, and trees, resulting from the future exercise of any right to use the surface of the Land for the extraction or development of the minerals or mineral rights so leased, granted, excepted, or reserved. Nothing herein shall insure against loss or damage resulting from subsidence.
- a. Taxes and assessments for the year(s) 2009 plus any penalties and interest which may accrue. 2009 taxes are liens now due and payable but not yet past due.
- b. Deed Restrictions as set forth in Title Book 52 at Page 458 RMC for Aiken County, South Carolina.
- c. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.

**STEWART TITLE
GUARANTY COMPANY**

(GRAND ESTATES HIRSCHORN.PFD/GRAND ESTATES.

COMMITMENT EXHIBIT A

File No.: GRAND ESTATES

Commitment: GRAND ESTATES

All that certain piece parcel or lot of land, with improvements thereon, situate, lying and being in the southern section of the City of Aiken, Aiken County, South Carolina, being shown and designated as "The Balcony", containing 5.82 acres, more or less, upon that certain plat prepared for Roma Food Enterprises, Inc., by Hass & Hilderbrand, Inc., RLS, dated October 4, 1994, and recorded in Plat Book 32, at page 198, in the Office of the Register of Deeds for Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description thereof.

Being the same property conveyed unto _____ and _____ as Trustees of the _____ and _____ Revocable Trust Dated May 24, 1993 by deed of Louis G. Piancone dated April 13, 2007 and recorded April 13, 2007 in Record Book 4130 at Page 395, RMC for Aiken County, South Carolina.

TMS # 121-13-13-002

STEWART TITLE
GUARANTY COMPANY

(GRAND ESTATES HIRSCHORN.PFD/GRAND ESTATES)



EXHIBIT "B"
SELLER'S DISCLOSURES



STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

INSTRUCTIONS TO PROPERTY OWNERS

1. South Carolina Code of Laws Title 27 Chapter 50 Article I requires that beginning January 1, 2003, an owner of residential real estate (single-family homes and buildings with up to four dwelling units) shall provide to a purchaser this property condition disclosure statement which must be completed prior to signing a contract of sale. This disclosure statement must be provided in connection with the sale, exchange, option and sale under a lease with an option to purchase. This disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited. A complete list of exemptions may be found in Section 27-50-30.
2. You must check one of the boxes for each of the 24 questions on pages 2 and 3 of this form.
 - a. If you check "Yes" for any question, you must explain the problem or attach a descriptive report from an engineer, contractor, pest control operator or other expert or public agency. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in the report as long as you were not grossly negligent in obtaining or transmitting the information.
 - b. If you check "No" for any question, you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misrepresentation.
 - c. If you check "No Representation" for any question, you are stating that you are making no representation regarding the conditions or characteristics of the property, but you may have a duty to disclose even if you know or should have known of them. Please consult with an attorney to determine any potential liability you may have for checking this answer.
 - d. If you check "Yes" or "No" for any question and subsequently something happens to the property to render your statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly provide the purchaser a corrected statement or you may correct the problem.
3. If you are assisted in the sale of your property by a licensed real estate broker or salesperson, you remain solely responsible for completing and delivering this statement to the purchaser. The broker or salesperson must disclose any material facts about your property which he/she knows or reasonably should know, regardless of your responses on this statement. You are to complete this form yourself and answer all questions truthfully and as fully as possible. By signing below you acknowledge that the failure to disclose known material information about the property may result in liability.
4. You must provide the completed statement to the purchaser prior to the time you and the purchaser sign a contract to purchase your property or as otherwise agreed to in the contract. You should provide the purchaser a copy of this statement containing your signature and keep a copy signed by the purchaser for your records.

Initials: KK Seller 12/24/09 Date _____ Buyer _____ Date _____
Rev. 1/03

Page 1 of 4

AS SELLER OF THE PROPERTY HEREIN IDENTIFIED, DO YOU HAVE KNOWLEDGE OF ANY PROBLEM (MALFUNCTION OR DEFECT) WITH ANY OF THE FOLLOWING:

	Yes*	No	No Representation
1. Foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications? a. Siding: masonry ___ wood ___ composition/hardwood ___ vinyl ___ synthetic stucco ___ b. Approximate age of structure <u>79</u>	☐	☒	☐
2. Roof (leakage or other problem)? a. Approximate age of roof covering _____	☐	☒	☐
3. Water seepage, leakage, dampness or standing water or water intrusion from any source in any area of the structure?	☒	☐	☐
4. Electrical system (outlets, wiring, panel, switches, fixtures, etc)?	☐	☒	☐
5. Plumbing system (pipes, fixtures, water heater, etc)?	☐	☒	☐
6. Heating and/or air conditioning? a. Heat source: furnace ☒ heat pump ___ baseboard ___ b. Cooling source: central ☒ wall/window unit(s) ___ c. Fuel source: electricity ☒ natural gas ☒ propane ___ oil ___ d. Approximate age of heating unit <u>7</u> / cooling unit <u>7</u>	☐	☒	☐
7. Water supply (including water quality, quantity and water pressure?) a. water supply is: city/county ☒ community system ___ private well ___ b. water pipes are: copper ☒ galvanized ___ PVC/CPVC ☒ polybutelene <u>BRAC</u>	☐	☒	☐
8. Septic system? a. Type system: septic tank ___ community system ___ connected to city/county system ☒ city/county system available ___ b. Does the system require a pump? Yes ___ No ___ c. Has the septic system been serviced/pumped during your ownership?	☐	☒	☐
9. Appliances (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc)?	☐	☒	☐
10. Present infestation, or damage WHICH HAS NOT BEEN REPAIRED from past infestation of wood destroying insects or organisms? a. Is there a transferable termite bond? Yes ☒ No ___	☒	☐	☐
11. Drainage, grading or stability of soil or retaining structure?	☐	☒	☐
12. Other built-in systems and fixtures? central vacuum ___ pool ☒ hot tub ___ spa ___ attic fan ___ exhaust fan ☒ ceiling fan ___ sump pump ___ irrigation system ☒ cable tv wiring or satellite dish ☒ security system ☒ or other systems ☒ <u>CAT 5</u>	☐	☒	☐

Buyer's Initials W Seller's Initials W Date 12/21 Buyer's Initials W Date 13 of 27
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REGARDING THE PROPERTY HEREIN IDENTIFIED, INCLUDING THE LOT, OTHER IMPROVEMENTS, AND FIXTURES LOCATED THEREON, DO YOU HAVE KNOWLEDGE OF ANY:

- | | Yes* | No | No Representation |
|--|--------------------------|-------------------------------------|--------------------------|
| 13. Room additions or other structural changes? | ☐ | ☒ | ☐ |
| 14. Environmental hazards (substances, materials or products) including asbestos, formaldehyde, radon gas, methane gas, lead-based paint, underground storage tank, toxic mold or other hazardous or toxic material (whether buried or covered), contaminated soil or water, or other environmental contamination? | ☐ | ☒ | ☐ |
| 15. Nuisances (noise, odor, smoke, etc.) affecting the property? | ☐ | ☒ | ☐ |
| 16. Previous damage caused by fire? | ☐ | ☒ | ☐ |
| 17. Violations or variances of building codes or zoning ordinances? | ☐ | ☒ | ☐ |
| 18. Restrictions to property use? (covenants or deed) | ☐ | ☒ | ☐ |
| 19. Utility or other easements, shared driveways, party walls or encroachments from or on adjacent property? | ☐ | ☒ | ☐ |
| 20. Lawsuits, foreclosures, bankruptcy, tenancies, judgments, tax or other liens, proposed assessments or notice from any governmental agency that could affect title to the property? | ☐ | ☒ | ☐ |
| 21. Owners' association fees or "common area" expenses or assessments? | ☐ | ☒ | ☐ |
| 22. Flood hazards or that the property is in a federally-designated flood plain? | ☐ | ☒ | ☐ |
| 23. Rental, rental management, vacation rental or other lease contracts in place on the property at the time of closing? | ☐ | ☒ | ☐ |
| 24. Any outstanding charges owed by the tenant for gas, electric, water, sewerage, or garbage services provided to the property? | ☐ | ☒ | ☐ |

***IF YOU ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, PLEASE USE THE FOLLOWING SPACE FOR YOUR EXPLANATION AND ATTACH ANY RELEVANT PROFESSIONAL REPORTS.**

3- Moisture in Furnace Room in Basement - Has
Built in Sump Pump - Never Any Problem

10- Minor Damage - Per Home Inspection No Repairs Needed

Initials: KK Seller 5/24 Date _____ Buyer _____ Date _____
 Buyer's initials _____ Seller's initials _____
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The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP45-5-04)

Lead-Based Paint Disclosure (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:
836 Whiskey Road Aiken, SC 29801

Street Address City State Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 (plus adjustment for inflation) for each violation. Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment

- (a) Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
- (b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):
- ☒ Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
- ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

- (c) Records and reports available to Seller (check one box below):

- ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Buyer's Acknowledgment

- (d) Buyer has read the Lead Warning Statement above and understands its contents.
- (e) Buyer has received copies of all information, including any records and reports listed by Seller above.
- (f) Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
- (g) Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
- (h) Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
- ☐ Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of Section 10 of the Contract to Buy and Sell Real Estate; or
- ☐ Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Buyer's initials: _____ Seller's initials: _____
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Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

Date: 12/28/09

Date: 12/24/09

Seller

Seller

Date: _____

Date: _____

Buyer

Buyer

Date: _____

Date: _____

Real Estate Licensee (Listing)

Real Estate Licensee (Selling)

GRANTY DEED

Recording Information Above.

TITLE TO REAL ESTATE (General Warranty Deed)

All that certain piece parcel or lot of land, with improvements thereon, situate, lying and being in the southern section of the City of Aiken, Aiken County, South Carolina, being shown and designated as "The Balcony", containing 5.82 acres, more or less, upon that certain plat prepared for Roma Food Enterprises, Inc., by Hass & Hilderbrand, Inc., RLS, dated October 4, 1994, and recorded in Plat Book 32, at page 198, in the Office of the Register of Deeds for Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description thereof.

Being the same property conveyed unto _____ and _____
 _____, as Trustees of the _____ and _____
 Revocable Trust Dated May 24, 1993 by deed of Louis G. Piancone
 dated April 13, 2007 and recorded April 13, 2007 in Record Book 4130 at Page
 395, RMC for Aiken County, South Carolina.

TMS # 121-13-13-002

Property Address: 836 Whiskey Road
Aiken, SC 29801

Buyer's initials _____ Seller's initials _____
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This conveyance is subject to all existing reservations, zoning ordinances, restrictions, covenants, rights of way, easements, conditions, public or private roads or driveways, items shown on plats or other instruments of public record and/or on the premises affecting said property or items which would be revealed by a current survey and plat of 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 TO HOLD, all and singular the premises before mentioned unto the said Grantees their heirs and assigns forever. And Grantor does hereby bind Grantor and Grantor's heirs, assigns, executors and administrators to warrant and forever defend, all and singular, the said premises unto the said Grantees and the Grantees heirs and assigns, 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.

WITNESS my Hand and Seal this _____ day of _____, 2010.

SIGNED, SEALED AND DELIVERED.
IN THE PRESENCE OF

WITNESS SIGNS HERE

TRUSTEE

NOTARY PUBLIC SIGNS HERE

TRUSTEE

[Acknowledgement on Next Page]

STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do certify that
AND) AS TRUSTEES OF THE
AND REVOCABLE TRUST DATED MAY
24, 1993 personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and official seal the ____ day of _____, 2010.

Notary Public for South Carolina
My commission expires: _____

(SEAL)

EXHIBIT "D"
PRELIMINARY TERMS AND CONDITIONS OF SALE
Aiken, South Carolina

GRAND ESTATES AUCTION COMPANY has a contract with THE SELLER, to offer to sell at auction to the highest bidder, 836 Whiskey Road, Aiken, South Carolina 29801.

A. PROPERTY

1) Seller will convey this property by General Warranty Deed free and clear of all liens and encumbrances except as specified in the Title Commitment and Warranty Deed. Any mortgages and/or liens will be paid off at closing.

2) This Property is selling subject to, and any CONTRACT IS NOT CONTINGENT upon, any state of facts an accurate survey or personal inspection of the Property may reveal, any existing rights-of-way, easements, encroachments, rights or claims of parties in possession, restrictive and protective covenants, flood zones, zoning or subdivision regulations, building ordinances, governmental agencies regulations, environmental conditions, hazardous materials, leases or tenancies, any mineral rights, and subject also to all title exceptions as set forth in the Title Commitments that is available for inspection.

3) PERSONAL ON-SITE INSPECTION OF THE PROPERTY IS RECOMMENDED AND BIDDERS ARE ADVISED TO INDEPENDENTLY VERIFY ALL INFORMATION THEY DEEM IMPORTANT. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE SALES CONTRACT, THIS PROPERTY IS BEING SOLD "AS IS, WHERE IS" AND "WITH ALL FAULTS" AND THE SELLER AND AUCTIONEER HAVE NOT MADE, DO NOT MAKE AND WILL NOT MAKE, AND HEREBY DISCLAIM, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED OR STATUTORY, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO ITS VALUE, CONDITION, SQUARE FOOTAGE, SUITABILITY, MERCHANTABILITY, OPERABILITY, ZONING OR SUBDIVISION REGULATIONS, MINERAL RIGHTS, ENVIRONMENTAL CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE. NO GUARANTEES ARE GIVEN AS TO THE AVAILABILITY OF UTILITIES OR ACCESSES, OR ALLOWABLE OR PERMITTED USES ON THE PROPERTY.

B. PROPERTY INSPECTION

1) All information contained in the auction brochure and all promotional materials, including, but not limited to, photographs, directions, acreage, square footage, dimensions, zoning, maps in the brochure and other maps used for promotion, environmental conditions, taxes, etc., was provided by or on behalf of the Seller and the tax assessor's office, and is believed to be correct; however, neither the Seller nor the Auction Company makes any promise, representation, guarantee, or warranty as to the accuracy or completeness of such information. There is no obligation on the part of Seller or Auctioneer to update any information. Purchaser and Purchaser's broker shall be responsible for verifying all acreage and square footage amounts.

2) The Property has been surveyed for this auction. Seller will convey the Property in accordance with the legal description contained in the Seller's Deed. Purchaser should have their

own surveyor verify the survey. Should purchaser desire a survey, it shall be at Purchaser's option and expense. Should the final survey show a greater or lesser number of acres than recited on the survey sales map, it will not affect the purchase and no adjustment will be made to the purchase price.

C. PROPERTY DISCLOSURES

See Exhibit B

D. BUYER'S PREMIUM

There will be a seven and a half percent (7.5%) Buyer's Premium charge added to the winning bid or bids to determine the total contract selling price for the Property.

E. BUYER'S OPENING BID INCENTIVE PROGRAM

A credit equal to THREE percent (3%) of the written opening bid amount offered by the purchaser, will be deducted from the total contract price of the property, provided purchaser has completed the Buyer's Opening Bid Incentive form and submitted to Grand Estates Auction Company as required and is not being represented by a broker.

F. BIDDER REGISTRATION AND TERMS OF SALE

1) Bidders must register and have received a Property Purchase Package and a bidder's number in order to bid on the Property. This number must be presented when a bidder is declared the high bidder. To register to bid, the bidder must present a certified check (made payable to the bidder), personal check with a bank letter of guarantee (made payable to Richard M. Koch, Attorney Trust Account in the amount of \$50,000 at registration ("Bid Deposit").

2) Upon being declared the final successful confirmed bidder a minimum of TEN PERCENT (10%) of the Total Contract Price as your earnest money deposit is due on auction day. However, if you are a phone bidder, the balance of the 10% deposit must be wired by 12:00 pm, EST, Wednesday, February 10, 2010. The certified check, personal check with a bank letter of guarantee, or credit card authorization (with prior approval) will be required to be paid over to the escrow agent and the balance between the bid deposit and the ten percent (10%) earnest money deposit may be paid by personal or company check. The balance of the Purchase Price is due at closing. Closing will take place on or before **March 11, 2010**.

3) The bid/offer made by the bidder or bidders on auction day shall be binding.

4) The confirmed Bidder or Bidders for the Property must immediately execute and deliver a completed Auction Real Estate Sales Contract, together with all related Exhibits and these Terms and Conditions for such Property at the Auction. The fully executed Sales Contract (together with all related Addenda thereto) shall control all terms and conditions of the sale and constitute the entire agreement between Buyer and Seller. In the event of any conflict between the Terms and Conditions of Sale and the sales contract, the sales contract shall prevail. **NO CHANGES BY PURCHASER TO THE TERMS OF THE SALES CONTRACT WILL BE PERMITTED. PURCHASER WILL BE REQUIRED TO ENTER INTO THE SALES CONTRACT "AS IS" ON AUCTION DATE.** Any person bidding on behalf of another person or

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Buyer's initials _____ Seller's initials _____
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entity must have a valid, legally enforceable, unexpired, recordable Power of Attorney approved by Seller prior to the auction.

5) If for any reason the Buyer fails or refuses to deposit the required funds or to execute the Sales Contract immediately after being confirmed as the High bidder, the Seller reserves the right to declare the bidder's rights forfeited and may resell the property and retain the bid deposit as liquidated damages.

6) No purchase is contingent on the Buyer obtaining financing. This is a cash sale.

G. CLOSING COSTS

2010 Ad Valorem taxes shall be prorated at closing. The Property may be subject to county and fire district taxes, which shall be prorated at closing. The Seller will pay the fee for the preparation of the cost of preparing legal documents to transfer the Property and to release any liens or encumbrances on the Property to allow conveyance to the Purchaser in accordance with the sales contract. Purchaser shall pay for recording the Warranty Deed, the transfer taxes and/or deed stamps, Preliminary and Final Title Insurance and Preliminary title search. All other sale, closing or financing costs will be paid by the Purchaser. If Purchaser desires an Owner's Policy of Title Insurance or a survey, it shall be at Purchaser's option and expense and said Title Insurance must be obtained from Closing Agent, Smith, Massey, Brodie, Guynn & Mayes.

H. CLOSING

All closings will be scheduled on or before **March 11, 2010**, and all deposits and down payments shall be held in a non-interest bearing escrow account by the Escrow/Closing Agent pending completion of necessary closing procedures, after which the Buyer shall be granted possession of the property subject to any matters contained in the Title Commitment or Auction Real Estate Sales Contract.

I. ESCROW/CLOSING AGENCY

- 1) Closing will be at the offices of Smith, Massey, Brodie, Guynn & Mayes.
- 2) The proceeds due from the Buyer at closing shall be in U.S. cash, locally drawn bank certified or cashier's check, or confirmed wire transfer.
- 3) The "Closing Agent" who is Smith, Massey, Brodie, Guynn & Mayes, whose address is 210 Colony Parkway, Aiken, South Carolina 29803, Telephone: (803) 643-4110, Fax: (803) 643-8140.
- 4) The "Registration Escrow Agent" who is Richard M. Koch, whose address is 3220 Prosperity Church Road, Suite #201, Charlotte, NC 28269, Telephone: (704) 503-5700, Fax: (704) 503-5707.

J. LICENSED BUYER BROKER PARTICIPATION

A **THREE percent (3%)** commission based on the Written Opening Bid price not to

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Buyer's initials _____ Seller's initials _____
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include buyer's premium for the Property will be paid to the qualified, licensed real estate Buyer's Broker whose prospect pays for and closes on the property in compliance with the Buyer's Broker Guidelines. An additional one percent (1%) commission will be paid on the difference between the Written Opening Bid Amount on the Buyer/Broker Registration Form and the final High Bid Price as stated in the Buyer's Broker Guidelines. The Broker must perform all requirements of the Buyer Broker Guidelines, as stated in the Buyer/Broker registration Form. The Broker and the prospective bidder must execute a Broker Registration Form provided by Auction Company under the appropriate Buyer Broker Guidelines no later than 4:00 pm (EST) on Monday, February 8, 2010, which form will become part of the Auction Real Estate Sales Contract. Failure to properly register or comply with the provisions of the Guidelines will disqualify the Broker from receiving any commissions.

K. DEFAULT

In the event the Purchaser fails to close and pay his/her balance when due, Seller reserves all rights allowed by law and the sales contract, including retaining the earnest money deposit as liquidated damages.

L. DISCLAIMER

1) Neither the Seller, its Attorneys, any Broker, nor the Auction Company shall be liable for any relief including damages, rescission, reformation, allowance or adjustments based on the failure of the property, including, but not limited to, amount of acreage, square footage, zoning, and environmental condition to conform to any specific standard or expectation, or any third party documents or information.

2) DISCLAIMER AS TO AUCTION COMPANY: Buyer shall look only to Seller as to all matters regarding this Contract and the Property, and GRAND ESTATES AUCTION COMPANY shall not be responsible or liable in any way if Seller fails or refuses to or cannot close title hereunder, or if the Property is affected in any way or is in any other way unsatisfactory to Buyer as Buyer may determine before or after closing.

M. AUCTIONEERS AGENCY DISCLOSURE

THE AUCTIONEER IS ACTING EXCLUSIVELY AS THE AGENT FOR SELLER IN THIS TRANSACTION AND IS TO BE PAID A FEE BY SELLER PURSUANT TO A SEPARATE WRITTEN AGREEMENT BETWEEN SELLER AND THE AUCTIONEER. THE AUCTIONEER IS NOT ACTING AS AGENT IN THIS TRANSACTION FOR THE BUYER. ANY THIRD PARTY BROKER IS NOT A SUBAGENT OF AUCTION COMPANY AND IS TO BE PAID BY THE SELLER.

N. MISCELLANEOUS

1) All decisions of the Auctioneer are final as to the methods of bidding, disputes among bidders, increments of bidding, and any other matters that may arise before, during, or after the auction.

1A) If in the case of a discrepancy between the printed terms and conditions of sale and the auction sales contract the auction sales contract shall prevail. Announcements made by the

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auctioneer prior to auction regarding either shall prevail over both terms and conditions or sales contract.

2) Seller reserves the right to deny any person admittance to the Auction or expel anyone from the Auction who attempts to disrupt the Auction.

3) All announcements made Auction Day supersede any prior oral or printed statements. The Seller reserves the right to announce additional Terms and Conditions of the sale prior to or during the course of the auction.

4) The Seller reserves the right to withdraw the Property prior to the auction.

GRAND ESTATES AUCTION COMPANY IS SELLING AGENT ONLY AND MAKES NO REPRESENTATIONS CONCERNING THIS PROPERTY WHATSOEVER.

Bidder's Signature

Date

Print Name

Buyer's initials _____ Seller's initials _____
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EXHIBIT "E"
BIDDER'S STATEMENT

Re: 836 Whiskey Rd
the "Property"

Aiken, SC
Name of Auction

February 9, 2010
Date of Auction

Aiken, SC
Auction Location

The undersigned represents and warrants that the undersigned is of legal age and has full legal capacity and authority to understand, execute and deliver this Bidder's Statement on behalf of the undersigned or the entity, if any, designated immediately below the signature line at the bottom of this Statement. As a condition of being permitted to bid at the Auction, the undersigned acknowledges and/or agrees as follows:

1. The undersigned has received and carefully reviewed and understood, prior to the execution hereof copies of each of the following items: (a) Final Terms and Conditions of Sale for Purchasing the Property at Auction; (b) Brochure describing the Auction; and (c) Property Purchase Package ("Bid Package") for Property, which includes, among other items, a copy of the real estate sale contract and its exhibits ("Agreement") for the Property.
2. The undersigned has the financial resources necessary to complete the timely acquisition of the Property, as and when required, pursuant to the Agreement, at the bid price offered by the undersigned, plus the required Buyer's Premium, if any.
3. The undersigned has independently inspected and reviewed the following conditions of the Property, including but *not* limited to: (a) the title of Seller; (b) the condition and state of repair and/or lack of repair of all improvements thereon and has had the opportunity to obtain testing and reports; (c) the existence and condition of any and/or all personal property at the Property; and (d) the nature, provisions and effect of all health, fire, environmental, building, zoning, subdivision and all other use and occupancy laws, ordinances and regulations applicable thereto.
4. The undersigned understands and agrees: (a) THAT, EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE SALES CONTRACT, THE PROPERTY WILL BE SOLD "WHERE IS" IN AN "AS IS" CONDITION WITH NO WARRANTY, EXPRESS OR IMPLIED, ABOUT SUCH CONDITION (SELLER AND BROKER EXPRESSLY DISCLAIMING ANY WARRANTIES OF HABITABILITY, FITNESS FOR INTENDED USE OR OTHER IMPLIED WARRANTIES) AND WITH THE UNDERSIGNED ACCEPTING ALL DEFECTS, BOTH APPARENT AND LATENT, AT THE UNDERSIGNED'S OWN, ABSOLUTE AND EXCLUSIVE RISK; (b) that neither Seller nor Auctioneer will have any liability or obligation whatsoever, for the physical condition of the Property or for any inaccuracy in or omission from any of the written information and materials about the Property, including but not limited to, inaccuracies made in reports drafted by third parties, such as title reports, surveys and environmental reports or any changes concerning the Property between the date of the reports, surveys, written information and materials and the date hereof; (c) the Auctioneer or its agents, employees and affiliates are not permitted to bid at the Auction; (d) because of the pace of the Auction bidding, the Auctioneer is not able and therefore not obligated to recognize nor record each of the bidders at any bid level during open outcry except the high bidder; (e) the Auctioneer will use its reasonable efforts to register all of the bidders for the Auction but cannot represent or warrant that all Auction bidders will have been properly registered; and (f) the undersigned waives and releases Auctioneer from all claims, causes of action and any other proceedings alleging that Auctioneer failed to perform any of the matters described in Sections (d) and (e) above. The undersigned also understands and agrees that this auction will be video taped for legal purposes only.
5. In the event the undersigned is the high bidder at the Auction of the Property, and such bid is accepted by Auctioneer, the undersigned will: (a) tender the required earnest money to Auctioneer; and (b) execute the Agreement immediately after the appropriate round of bidding at the Auction in exactly the same form as such Agreement was in the Bid Package, or as may be modified only by any announcements made at the Auction by the Auctioneer from the podium prior to the commencement of bidding for the Property, and with the blanks filled in accordance with the terms of the transaction.
6. Non-refundable earnest money: If the contract fails to close as a result of Purchaser's default, Seller shall have the right to have Purchaser's Earnest Money Deposit forfeited and awarded to Seller as liquidated damages.

IN WITNESS WHEREOF, the undersigned has caused this Bidder's Statement to be executed this _____ day of _____ 2010.

Buyer's Initials _____ Seller's Initials _____
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EXHIBIT "F"

MOLD INFORMATIONAL STATEMENT

What Homeowners Should Know About Mold

Mold. Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Unit. Most homeowners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the Unit, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40°F and 100°F. Finally, mold growth requires moisture. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the Unit can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

What the Homeowner Can Do. The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the Unit, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

1. Before bringing items into the Unit, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.
2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
3. Keep the humidity in the Unit low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
4. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your Unit. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
5. Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
6. Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Should the mold growth be severe, call on the services of a qualified professional cleaner.

THIS MOLD INFORMATION STATEMENT WAS PREPARED FOR EDUCATIONAL AND INFORMATIONAL USE ONLY AND DOES NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY SELLER.

**Auction Registration
Forms**

PHONE BIDDING PROCEDURES

836 Whiskey Road
Aiken, South Carolina 29801
Tuesday, February 9, 2010

STEP 1: Certified check in the amount of **\$50,000** to bid on 836 Whiskey Road, must be received no later than 2:00 p.m. (EST) Monday, February 8, 2010. If sending a certified check, make it payable to **Richard M. Koch, Attorney Trust Account**, and send to:

Grand Estates Auction Company
Attn: Client Relations
9115-F Old Statesville Road
Charlotte, NC 28269

Funds may be wired directly into the **Richard M. Koch, Attorney Trust Account**. If you are wiring your funds, you must do so before 12:00 p.m. (EST), the day before the auction. This is a non-interest bearing account.

WIRING INSTRUCTIONS:

For Money Coming To Bank of Commerce

Bank to send to: Bank of Commerce

Receiving FI {3400} Nexity ABA# 062006330

Beneficiary FI {4100}: For Credit to Bank of Commerce Account Number 2000001459

(Put this information under the Other Information section on the Fed Wire Screen. It is necessary that this information is shown in order for the wire to be properly credited.)**

**For further credit to Beneficiary {4200}: Richard M. Koch
Attorney Trust Account
3220 Prosperity Church Road, Suite #201
Charlotte, North Carolina 28269
Bank of Commerce
ABA #062006330
Account # 339004418**

It is necessary that all information and account #'s shown above be on the Fed Wire Screen. Please contact Dean Melton if you have questions (704) 503-5700.

Reference: 836 Whiskey Road

STEP II: The following are required along with the receipt of funds in order to phone bid:

1. Bidders Statement completed & received by Grand Estates Auction Company®.
2. Preliminary Terms & Conditions signed by the bidder & received by Grand Estates Auction Company®.
3. Registration Fee of \$50,000 received by us or our Escrow Attorney, Richard M. Koch.
4. Phone Bidding Procedure form completely filled out.

This must be received no later than 2:00 p.m. (EST) Monday, February 8, 2010. Please mail and fax to:

ADDRESS: Grand Estates Auction Company
Attn: Client Relations
9115- F Old Statesville Road
Charlotte, NC 28269
(704) 529-0026 (phone)
(704) 598-7911 (fax)

STEP III: Your bidder number will be assigned upon receipt of the signed documents and certified funds.

STEP IV: On Tuesday, February 9, 2010 no later than 1:30 p.m. (EST), Grand Estates Auction Company will call the number specified by you to confirm satisfactory connection and ask for an opening bid. A callback time for the auction will be established. Your bids will be taken at that time.

The successful high bidder must have initiated the balance of the deposit wired into the escrow account (see attached instructions) no later than **12:00 p.m. (EST), Wednesday, February 10, 2010.**

STEP V: In the event the bid is successfully executed on the Bidder's behalf, the Auctioneer is authorized by the Bidder to insert Sales Price into the Real Estate Purchase and Sales Agreement which the Bidder has executed and is attached hereto. Auctioneer is also authorized to remit Bidder's certified funds as earnest money to the Escrow Agent. (While you are on the phone you will be asked to confirm your winning bid with at least 3 different people who will each initial the bid price that we fill in on your contract and only after you have confirmed.)

STEP VI: In the event you are not the successful high bidder, your certified funds will be returned to you via registered mail or wire transfer.

Please complete all the information requested below and forward via facsimile number (704) 598-7911 to Grand Estates Auction Company®, Attn.: Client Relations

PLEASE PRINT:

NAME OF BIDDER _____

ADDRESS _____

PHONE # _____

FAX # _____

BIDDING # _____
(BIDDING NUMBER TO BE ASSIGNED BY GRAND ESTATES AUCTION COMPANY®)

IN THE EVENT YOU ARE NOT THE SUCCESSFUL HIGH BIDDER, PLEASE CONTACT CLIENT RELATIONS AT GRAND ESTATES AUCTION COMPANY® TO MAKE ARRANGEMENTS TO RECEIVE PREVIOUSLY SUBMITTED FUNDS.

IF YOU HAVE WIRED YOUR FUNDS AND ARE NOT THE SUCCESSFUL HIGH BIDDER, FUNDS WILL BE RETURNED BACK TO YOU VIA WIRE TRANSFER. IN ORDER TO EXPEDITE THIS PROCESS, YOU MUST COMPLETELY PROVIDE THE INFORMATION REQUESTED BELOW, ***FAILURE TO FURNISH THIS INFORMATION MAY DELAY THE RETURN OF FUNDS TO YOUR ACCOUNT.***

BANK NAME: _____

BANK ADDRESS: _____

ABA# _____

CONTACT NAME: _____

CONTACT PHONE #: _____

BENEFICIARY NAME: _____

ADDRESS: _____

ACCOUNT # _____

TELEPHONE#: _____

SIGNATURE/DATE: _____

SAMPLE LETTER OF BANK GUARANTEE

(Must be written on Bank Stationery)

Date.

Grand Estates Auction Company
9115-F Old Statesville Road
Charlotte, NC 28269
(704) 529-0026 Fax (704) 598-7911

Attn: Client Relations

RE: 836 WHISKEY ROAD, AIKEN, SOUTH CAROLINA 29801
FEBRUARY 9, 2010

Please be advised that _____ (NAME OF BANK) will guarantee payment of checks issued by _____ (Bidder's Name and Company name), if applicable, on _____ (Account #) up to the amount of \$50,000 (Bank Guarantee Limit) for purchases to be made at the above referenced auction.

This Guarantee is null and void after MARCH 11, 2010.

Should you have any questions, please contact _____ (Bank Official) at _____ (Bank Telephone Number).

Sincerely,

(MUST HAVE SIGNATURE)

Name of Bank Officer

Title

Fax back to (704) 598-7911

SPECIFIC POWER OF ATTORNEY

KNOW ALL THESE MEN BY THESE PRESENTS, that (name) _____
_____, (social security number) _____, whose address
is _____
has made, constituted, and appointed and by these presents does hereby make, constitute, and appoint

Name

Social Security Number

Address

City

State

Zip

the true and lawful attorney for her/him and in her/him name, place and stead, on her/him behalf as
pertains to:

Purchasing and/or bidding on certain real property located at _____

and offered for sale and/or auction by Grand Estates Auction Company®.

GIVING AND GRANTING unto said attorney full power and authority to do and perform all and
every act and thing whatsoever requisite and necessary to be done in and with the same force and effect,
and to all intents and purposes, as I, might or could do if personally present, with full power of
substitution and revocation, hereby ratifying and confirming all that the said attorney or his substitute
shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of
_____, 20____.

PURCHASER'S NAME

STATE OF _____)
_____) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged and executed before me this _____ day of
_____, 20____, by **PURCHASER'S NAME** _____

(SEAL)
Notary's Name

Commission Expires

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**BUYER BROKER REGISTRATION FORM
BUYER BROKER GUIDELINES**

Broker Information

Broker _____
License No. _____ Tax Id / SS No _____
Company _____
Address _____
City _____, State _____ Zip _____
Telephone _____ Fax _____

Client Information

Client _____
Print Name _____
Address _____
City _____, State _____ Zip _____

OPENING BID AMOUNT

Please refer to the Broker Participation Guidelines below for clarification and instruction.

\$ _____ 836 Whiskey Road
(not including the 7 ½ % Buyer's Premium)

1. All prospects must be registered with Grand Estates Auction Company® with the Buyer Broker Registration Form provided. This form must be received by GRAND ESTATES AUCTION COMPANY® no later than by 4 p.m., Monday, February 8, 2010. FORMS SENT DIRECTLY TO THE SELLER WILL NOT BE HONORED.
2. For a Broker to properly represent a client they must:
 - A. Be a Licensed Real Estate Buyer's Broker in the state in which the property is located who will abide by the National Association of Realtors® Code of Ethics whose registered prospect pays for and settles in full according to the Buyer Broker guidelines set forth, for the above property to be sold at the auction on Tuesday, February 9, 2010 in Aiken, South Carolina.
 - B. Submit this form including the opening bid amount filled in 24 hours prior to the auction. The commission that is paid to the agent is on a sliding scale. For the agent that represents the winning bidder, a commission of three percent (3%) of the written opening bid price not to include the buyer's premium is paid. If their client attends the auction and continues to bid the agent is also compensated an additional one percent (1%) for the difference between the initial written opening bid and the final winning bid.
 - C. If no opening bid is written on the Broker Participation Form then one percent (1 %) of the high bid price of the property purchased by that broker's client will be paid to that broker as a commission/referral.
 - D. The broker commission/referral will not exceed three percent (3%) of the high bid price of the property purchased by that broker's client.
3. In order to be entitled to any commission/referral, the broker must:
 - A. Broker or Agent must sign in and inspect the property with the Client during a scheduled Open House or by private appointment with a Grand Estates Auction Company® representative.
 - B. Broker must also attend and register with the client at the auction and encourage bidding.
4. Commission will be paid only upon final closing and when the property has been settled in full.
5. No commission will be paid on any non-arms length transaction to any Broker or Agent participating in the purchase of the property or by any member of the Agent's immediate family. An Affidavit may be required that the Broker is

Bidder Initials _____ Broker Initials _____
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serving only as a Broker and not as a Principal or member or shareholder or any other form of participation or related to the buyer.

6. No Broker will be recognized for a Client who has had previous contact with the Seller, their representatives, Auctioneer or Grand Estates Auction Company®.
7. Buyer and Broker must complete the following documentation IN FULL:
 - A) Buyer Broker Registration Form

THIS FORM MUST BE RECEIVED NO LATER THAT 4:00 P.M., Monday, February 8, 2010.

Send to the following address: Grand Estates Auction Company
Attn: Client Relations
9115-F Old Statesville Road
Charlotte, NC 28269

Or fax to: (704) 598-7911

8. In the event that you are not the successful high bidder, your certified funds will be returned to you.
9. A complete registration file on all buyer broker registrations will be maintained. For further information or questions, feel free to call Grand Estates Auction Company® Information Office at (704) 529-0026 or (800) 552-8120.
- A) The Broker and the Principal Bidder, by placing their signatures below, certify that they have inspected the premises of the subject property during a scheduled open house or by appointment.
- B) The Broker and the Principal Bidder hereby attest that the Broker is serving only as an Agent for the Buyer and not as a Principal involved in the purchase of the property.
- C) The Bidder hereby acknowledges that GRAND ESTATES AUCTION COMPANY® represents the Seller in this transaction.
- D) Commission shall be paid to Broker representing Principal Bidder only if he/she has met all of these requirements. No referral fee will be paid to a referring broker, even if the referring broker's client purchases a property.
- E) Broker agrees to abide by the Buyer's Broker Guidelines outlined herein to qualify for registration.
- F) CLIENT ACKNOWLEDGES THAT BROKER IS WORKING ON BEHALF OF CLIENT AS A BUYER'S BROKER.
- G) BROKER ACKNOWLEDGES THAT HE/SHE IS NOT A SUBAGENT OF GRAND ESTATES AUCTION COMPANY® AND REPRESENTS THE CLIENT AS A BUYER'S BROKER.
10. Client/Bidder must fully and properly register for the auction in order for this bid and/or broker registration to be valid.
11. This bid is only valid once the auction commences and the auctioneer accepts the bid.

Purchaser acknowledges that he/she agrees to abide by the terms and conditions of sale and agrees to open the bidding at the commencement of the auction for the property or parcel, by gavel at the amount stated above. I authorize the bid assistant to enter this bid during the auction at the request of the auctioneer.

The undersigned hereby certifies and agrees to the herein terms and conditions of registration.

Client/Bidder's Signature

Date

Broker's Signature

Date

Bidder Initials _____ Broker Initials _____
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BUYER OPENING BID REGISTRATION FORM

Bidder's Name: _____ Bid #: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime phone #: _____ Evening phone #: _____

Fax #: _____

GUIDELINES FOR PARTICIPATION

1. Three Percent (3%) of the opening bid amount written in the blank provided below will be deducted from the total contract price, should you be the successful purchaser of the property for which you have provided an opening bid.
2. If you specify no opening bid amount, you will not receive any credit.
3. In order to participate, this form must be received by Grand Estates Auction Company® no later than 4:00 p.m., Monday, February 8, 2010.
4. All opening bids must be submitted in U.S. funds in total dollar amounts. The property will be bid by the dollar.
5. Bidder is required to bring a copy of the executed form with him/her on sale day.
6. Bidder must fully and properly register for the auction.
7. This bid is only valid once the auction commences and the auctioneer accepts the bid.
8. Bidder may increase their bid during auction, but the Three Percent (3%) credit will only be issued on the written opening bid amount on this form.

OPENING BID AMOUNT

\$ _____ 836 Whiskey Road
(not including the 7 1/2 % Buyer's Premium)

Purchaser acknowledges that he/she agrees to abide by the terms and conditions of sale and agrees to open the bidding at the commencement of the auction for the property or parcel, by gavel at the amount stated above. I authorize the bid assistant to enter this bid during the auction at the request of the auctioneer.

Please submit form to Grand Estates Auction Company®, 9115-F Old Statesville Rd, Charlotte, NC 28269, or fax to (704) 598-7911. For further information or assistance, please call (800) 552-8120.

Bidder's Signature

Date

Please note: This form does not allow for Broker Participation. If you have a Broker this form will be void, no credits or commissions shall be provided to winning bidder.