

In The Matter Of:
EVARISTA LORENZO v.
PORT CITY ELEVATOR, ET AL

REBECCA BEVERLY
December 10, 2020

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APPEARANCES (CONTINUED)

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STIPULATIONS

Pursuant to Notice and/or consent of the parties, the deposition hereon captioned was conducted at the time and place mentioned before Debbie Rayl, Court Reporter and Notary Public in and for the State of South Carolina.

The deposition was taken for use in accordance with the South Carolina Rules of Civil Procedure unless herein stipulated and agreed to by the parties.

It is stipulated by and between counsel for the respective parties that all objections are reserved until the time of trial save as to the form of the question.

The reading and signing of the deposition by the deponent was expressly RESERVED by the deponent.

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1 questions about what you know related to this
 2 incident and anything that would be relevant to
 3 the incident or related to it involving Ms.
 4 Lorenzo.
 5 Please answer all my questions with
 6 yes or no or some other verbal response rather
 7 than just nodding your head or saying uh-huh or
 8 huh-uh that way the court reporter can take it
 9 down and we can read it later and clearly
 10 understand what your answers were; okay?
 11 A. Okay.
 12 Q. None of my questions are meant to
 13 trick you or to confuse you in any way so if I
 14 ask you a question that does not make sense
 15 please let me know or please ask me to repeat
 16 or rephrase my question and I can do that for
 17 you. If you do answer my question, I will
 18 assume that you understood it; is that fair?
 19 A. Yes.
 20 Q. Okay. Great. If you need a break
 21 at any time just let me know. We can take a
 22 break whenever you need it. But since we have
 23 started, the deposition if we do take a break
 24 any conversations that you have during the
 25 break even with your attorney would not be

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PROCEEDINGS

1 Whereupon,
 2 (REBECCA BEVERLY, having been duly
 3 sworn, testified as follows:)
 4 ++++++
 5 EXAMINATION
 6 BY MS. WRIGHT:
 7 Q. Good afternoon. My name is Brooke
 8 Wright. I'm an attorney at Maguire Law Firm
 9 and we represent Evarista Lorenzo regarding an
 10 incident that occurred on January 17th of 2017.
 11 I do appreciate you being here today. Have you
 12 ever had your deposition taken before?
 13 A. Yes.
 14 Q. Okay. And what was that for?
 15 A. That was for a car wreck back in
 16 2012, I believe or 2011.
 17 Q. Okay. And were you the person
 18 making a claim?
 19 A. No.
 20 Q. Okay. So were you the Defendant in
 21 that case?
 22 A. Yes.
 23 Q. Okay. Well, basically today the
 24 purpose of this deposition is for me to ask

1 privileged anymore.
 2 If you have any questions during
 3 the deposition, please ask me. And finally I
 4 want to remind you, you are under oath so you
 5 must answer my questions truthfully. Do you
 6 understand you're under oath?
 7 A. Yes.
 8 Q. Okay. Please state your full name.
 9 A. Rebecca Elizabeth Beverly.
 10 Q. And what is your date of birth?
 11 A. 5/6/1982.
 12 Q. And what is your current address?
 13 A. 124 Rhine Court, Conway, South
 14 Carolina 29526.
 15 Q. And are you currently employed?
 16 A. Yes.
 17 Q. Who is your employer?
 18 A. Beverly Construction Group, LLC.
 19 Q. And when did your employment with
 20 Beverly Construction Group, LLC begin?
 21 A. August of 2008, I believe.
 22 Q. And what high school did you
 23 graduate from?
 24 A. Conway High School.
 25 Q. And are you married?

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1 A. No.

2 Q. Have you ever been married?

3 A. No.

4 Q. Do you have any children?

5 A. No.

6 Q. Do you have any relatives over the

7 age of eighteen years old that live in

8 Georgetown County?

9 A. Yes, I do.

10 Q. Okay. What are the last names of

11 those relatives?

12 A. Beverly.

13 Q. Is it one person or more than one?

14 A. Two. Yeah, more than one.

15 Q. Did you graduate from college?

16 A. Yes.

17 Q. What college did you graduate from?

18 A. Davidson College.

19 Q. Okay. What year was that?

20 A. 2004.

21 Q. And what was your major or course

22 of study?

23 A. Mathematics.

24 Q. I'm impressed, Davidson and

25 mathematics major. After graduation where was

Page 13

1 Q. Okay. And do you have a valid

2 driver's license?

3 A. Yes.

4 Q. Has your license ever been

5 suspended or revoked?

6 A. Yes.

7 Q. Okay. Why was it suspended or

8 revoked?

9 A. I had a ticket for a DUI.

10 Q. Okay. And what year was the DUI

11 that you had?

12 A. It was around 2012, but I'm not

13 sure of the exact year.

14 Q. Okay. And what was the outcome of

15 the charges with the DUI?

16 A. It ended up being dismissed.

17 Q. And was the DUI in Horry County?

18 A. Yes.

19 Q. Have you lived in any State other

20 than South Carolina?

21 A. I went to school for college in

22 North Carolina, but my residence was always

23 South Carolina.

24 Q. I ask this of everyone so please

25 don't be offended. Have you ever been

Page 14

1 your first place of employment?

2 A. Coastal Federal Bank.

3 Q. And what was your job title there?

4 A. My first job title I'm not even

5 sure that I recall. It was in the Human

6 Resources Department. Later on I believe my

7 job title was something in the Lending

8 Department, but it was back office. I honestly

9 don't remember my job titles there.

10 Q. That's fine. And for how many

11 years were you employed with Coastal Federal?

12 A. I did not change employment for

13 four years, however, Coastal Federal was

14 purchased by BB&T during that timeframe so I

15 would say for roughly three years I was

16 employed with Coastal Federal and one year with

17 BB&T.

18 Q. Okay. Have you ever served in the

19 military?

20 A. No.

21 Q. Are you a member of a church?

22 A. Yes.

23 Q. And what is the name of that

24 church?

25 A. Kingston Presbyterian Church.

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1 arrested?

2 A. Yes.

3 Q. Okay. And what were you arrested

4 for?

5 A. DUI.

6 Q. And was it the same one that we

7 already discussed?

8 A. Yes.

9 Q. And have you ever had a traffic

10 ticket or citation other than the DUI we

11 already talked about?

12 A. Yes.

13 Q. Are you under any disability or on

14 any medications today that would impair your

15 testimony?

16 A. No.

17 Q. Have you ever been treated for

18 drugs or alcohol addiction?

19 A. No.

20 Q. Have you ever been

21 institutionalized like in a mental health

22 facility?

23 A. No.

24 Q. What is your Social Security

25 number?

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1 A. XXX-XX-5651.
 2 Q. And it will be redacted. Only the
 3 last four digits will be on the record. Are
 4 you a member of any clubs or organizations?
 5 A. No.
 6 Q. Have you ever been terminated or
 7 fired from any job?
 8 A. No.
 9 Q. Have you ever worked as a painter?
 10 A. No.
 11 Q. Do you have any licenses or
 12 certifications related to the construction
 13 industry?
 14 A. No.
 15 Q. Have you ever had any?
 16 A. No.
 17 Q. After working at Coastal Federal
 18 and BB&T what was your next employer?
 19 A. Beverly Construction Group.
 20 Q. Have you ever been an employee of
 21 Beverly Homes, LLC?
 22 A. No.
 23 Q. Have you ever been an officer of
 24 Beverly Homes, LLC?
 25 A. No.

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1 A. There were enough employees at that
 2 point to change my title.
 3 Q. Okay. Is there another office
 4 manager?
 5 A. No.
 6 Q. Okay. So after you stopped being
 7 the office manager there was -- no one was
 8 office manager?
 9 A. Correct.
 10 Q. When did you first become an
 11 administrative officer?
 12 A. Whenever I was no longer the office
 13 manager.
 14 Q. Okay. So was it sometime around
 15 2016?
 16 A. Yes.
 17 Q. And are you still currently the
 18 administrative officer?
 19 A. Yes.
 20 Q. Do you know who was the general
 21 contractor for the home constructed at 39
 22 Gasparilla Circle that we're here about today?
 23 A. Yes.
 24 Q. Okay. Who was the general
 25 contractor?

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1 Q. Have you ever been an owner of
 2 Beverly Homes, LLC?
 3 A. No.
 4 Q. What is your job title at Beverly
 5 Construction Group, LLC?
 6 A. Administrative Officer.
 7 Q. What are your job duties as the
 8 Administrative Officer?
 9 A. Oversee the employees and the
 10 workings of the office.
 11 Q. And has that always been your same
 12 job title with Beverly Construction Group, LLC?
 13 A. No.
 14 Q. Okay. What other positions have
 15 you had with Beverly Construction Group, LLC?
 16 A. Office Manager.
 17 Q. And when were you the office
 18 manager?
 19 A. 2008 to roughly 2016.
 20 Q. Do you know when in 2016 you
 21 stopped being the office manager?
 22 A. I'm not even sure it was in 2016.
 23 So, no.
 24 Q. Okay. And why did you stop being
 25 the office manager?

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1 A. Beverly Construction Group, LLC.
 2 Q. Okay. And was there any other
 3 general contractor?
 4 A. No.
 5 Q. Did Beverly Construction Group, LLC
 6 contract with Strand Paint Contractors, LLC to
 7 perform work at 39 Gasparilla Circle?
 8 A. Yes.
 9 Q. And what was Strand Paint
 10 Contractors, LLC hired to do?
 11 A. I was not directly involved in
 12 that. Forrest Beverly or Jonathan Martin would
 13 be the knowledgeable party.
 14 Q. Okay. Other than Forrest and
 15 Jonathan is there any other person that would
 16 have information about the construction of the
 17 home at 39 Gasparilla Circle who works with
 18 Beverly Construction Group, LLC?
 19 A. I'm sure there are people who have
 20 some information, but they would be the most
 21 knowledgeable, Forrest Beverly and Jonathan
 22 Martin.
 23 Q. Did Joseph Cornelius have anything
 24 to do with the home at 39 Gasparilla Circle?
 25 A. No.

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1 They said there was nothing they could do.
 2 Q. Do you know what caused the data to
 3 be erased?
 4 A. Our account was cancelled.
 5 Q. Okay. Do you know why the account
 6 was canceled?
 7 A. It was a mix up in -- we weren't
 8 able to get into the account. We didn't have
 9 the -- the passwords to access it.
 10 Q. Okay. What email address do
 11 invoices go to for Beverly Construction Group,
 12 LLC?
 13 A. InvoicesatBeverlyHomesSC.com.
 14 Q. And who controls that email
 15 account?
 16 A. Robert Bork.
 17 Q. And what is his job title?
 18 A. Accounts Payable Specialist.
 19 Q. And was he the Accounts Payable
 20 Specialist in 2017?
 21 A. No.
 22 Q. Okay. Who received the invoices
 23 for Beverly Construction Group, LLC in 2017?
 24 A. I'm not sure, but I believe that
 25 would have been me.

1 the invoices for Beverly Construction Group,
 2 LLC in 2016 or 2017?
 3 A. Robert Bork was not handling them
 4 in 2016-2017. I believe, but I'm not certain,
 5 that Lorraine Crowe was handling invoices. It
 6 is also possible Shannon Sherman was handling
 7 invoices.
 8 Q. And what was Lorraine Crowe's job
 9 title?
 10 A. Her original job title was
 11 receptionist. Later her job title was drafts
 12 person. I believe those are the only two
 13 titles she had.
 14 Q. And what were her job duties as a
 15 drafts person?
 16 A. Making alterations to house plans
 17 on CADD.
 18 Q. Okay. And what was Shannon Crowe's
 19 job title?
 20 A. Shannon Sherman originally was
 21 receptionist. Later was accounts payable
 22 specialist.
 23 Q. Is Shannon still employed with
 24 Beverly?
 25 A. No.

1 Q. Okay. And would that be to the
 2 invoices@BeverlyHomesSC.com?
 3 A. No.
 4 Q. Okay. When was
 5 invoices@BeverlyHomesSC.com created?
 6 A. I don't know, roughly around three
 7 years ago.
 8 Q. Was it created after January 17th
 9 of 2017?
 10 A. I don't know.
 11 Q. Do you know if there are any emails
 12 related to 39 Gasparilla Circle in the account
 13 of invoices@BeverlyHomesSC.com?
 14 A. I would be extremely surprised by
 15 that since all of that -- all-- all emails
 16 would have been since August 24th, 2018. I
 17 cannot say for certain that there aren't any
 18 there, but it would shock me that there would
 19 be any within the past, you know, two years.
 20 Q. Okay. So the erasing of the emails
 21 does that include all BeverlyHomesSC.com
 22 emails?
 23 A. Yes.
 24 Q. Okay. Other than yourself and
 25 Robert Bork was there any other person handling

1 Q. Was she terminated?
 2 A. No.
 3 Q. Do you know where she is currently
 4 employed?
 5 A. When she left us she went to work
 6 for her husband's company doing title
 7 searching. I do not know the name of it. I
 8 believe she is still there.
 9 Q. Okay. And is Lorraine Crowe still
 10 employed with Beverly?
 11 A. No.
 12 Q. Was she fired or terminated?
 13 A. No.
 14 Q. And do you know where she's
 15 currently employed?
 16 A. When she left us she became
 17 employed with Horry County Schools. I believe
 18 she is still there.
 19 Q. Did Beverly Homes, LLC have any
 20 involvement with the construction project at 39
 21 Gasparilla Circle?
 22 A. No.
 23 Q. Did Beverly Homes, LLC perform any
 24 work at 39 Gasparilla Circle?
 25 A. No.

1 Q. Does Beverly Homes, LLC build or
2 construct houses?
3 A. They contract Beverly Construction
4 Group to build and construct houses. Beverly
5 Homes does not do the work themselves.
6 Q. Okay. Is there any written
7 contract between Beverly Homes, LLC and Beverly
8 Construction Group, LLC?
9 A. No.
10 Q. Did Beverly Homes, LLC have any
11 involvement with the property or the home built
12 at 39 Gasparilla Circle?
13 A. No.
14 Q. Did any employee of Beverly
15 Construction Group, LLC post any warning signs
16 at 39 Gasparilla Circle?
17 A. I would not have knowledge of that.
18 Q. Okay. Does Beverly Construction
19 Group, LLC have a manual or policies written?
20 A. I know that we have some office
21 policies and procedures that are written.
22 Q. Okay. Do those procedures involve
23 safety or what to do at a jobsite?
24 A. No. The policies that I'm aware of
25 are for the office alone.

1 you're referring to in your Affidavit?
2 A. Could you clarify the question.
3 What do you mean by important? Beverly
4 Construction Group would have paid any invoice
5 on 39 Gasparilla Circle.
6 Q. Okay. And on Page 4 of your
7 Affidavit for Number 6 ---
8 A. Yes.
9 Q. Did you state, "Beverly Homes did
10 not have any involvement with the processing
11 and payment of any of the above referenced
12 invoices and bills"?
13 A. Yes.
14 Q. And when you refer to Beverly Homes
15 are you referring to Beverly Homes, LLC?
16 A. Yes.
17 MS. WRIGHT: Okay. I
18 don't have any other questions about that
19 particular exhibit.
20 I'm going to hand you an exhibit
21 that was previously marked as Plaintiff's
22 Exhibit 1.
23 +++++
24 (PORT CITY CONTRACT
25 WAS PREVIOUSLY MARKED

1 Q. Okay. Did you provide an Affidavit
2 for this case?
3 A. Yes.
4 MS. WRIGHT: I'm
5 looking for it. I don't have it. I'm going to
6 mark the Affidavit of Rebecca Beverly as an
7 exhibit to this deposition. I think I handed
8 you copy of it in the packet before. If not, I
9 can dig and try to find another one.
10 +++++
11 (AFFIDAVIT OF
12 REBECCA BEVERLY
13 WAS MARKED
14 FOR IDENTIFICATION
15 AS DEPOSITION
16 EXHIBIT NUMBER 25)
17 +++++
18 BY MS. WRIGHT:
19 Q. Okay. Is the document in front of
20 you an Affidavit that you signed for this case?
21 A. Yes, it is.
22 Q. And in this Affidavit it states
23 that several invoices were paid by Beverly
24 Construction Group, LLC. Why was it important
25 which company actually paid the invoices that

1 FOR IDENTIFICATION
2 AS DEPOSITION
3 EXHIBIT NUMBER 1)
4 +++++
5 BY MS. WRIGHT:
6 Q. And does that document state "Port
7 City Elevator, Inc. residential elevator
8 specifications contract"?
9 A. Yes.
10 Q. And is the job listed Pender
11 Residence, 39 Gasparilla Circle, Murrells
12 Inlet, South Carolina 29576?
13 A. Yes.
14 Q. And who does it state the elevator
15 is for?
16 A. Beverly Homes, 9007 Highway 544,
17 Myrtle Beach, South Carolina 29588.
18 Q. And do you know why Beverly Homes
19 is listed?
20 A. Port City Elevator made out the
21 invoice so I would not know for sure. However,
22 many of our subcontractors list different
23 companies that all have the Beverly name.
24 Q. Okay. And do you ever correct
25 those subcontractors when they have the

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1 incorrect entity name listed?
 2 A. We have never done that.
 3 Q. Okay. Is there any reason why not?
 4 A. That is extra work that is
 5 unneeded.
 6 MS. WRIGHT: Okay. I'm
 7 going to hand you what was previously marked as
 8 Exhibit 8.
 9 +++++
 10 (RESIDENTIAL CONSTRUCTION CONTRACT
 11 WAS PREVIOUSLY MARKED
 12 FOR IDENTIFICATION
 13 AS DEPOSITION
 14 EXHIBIT NUMBER 8)
 15 +++++
 16 BY MS. WRIGHT:
 17 Q. Okay. Does that appear to be the
 18 residential construction contract for 39
 19 Gasparilla Circle?
 20 A. It does.
 21 Q. And was that contract between
 22 Beverly Construction Group, LLC and the
 23 Penders?
 24 A. Yes.
 25 Q. Did you have any role in drafting

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1 Homes in the amount of two thousand -- twenty
 2 thousand dollars.
 3 Q. And does the check state, "for
 4 deposit Lot 4 Bellevue"?
 5 A. It does.
 6 Q. Do you know why that check was paid
 7 To The Order of Beverly Homes?
 8 A. I do not know why it was written To
 9 The Order of Beverly Homes, but as I said
 10 earlier many people confuse the names of our
 11 various companies.
 12 Q. Do you know whether this check was
 13 returned to the Penders for a new check to be
 14 issued?
 15 A. It was not.
 16 Q. Okay. Do you know whether this
 17 check was deposited?
 18 A. It was not deposited to Beverly
 19 Homes.
 20 Q. Okay. What account was this check
 21 deposited into?
 22 A. I would imagine that it went into
 23 Beverly Construction Group, but I have not
 24 researched to see.
 25 Q. Okay. And who is the person that

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1 or executing that contract?
 2 A. Not in executing it, however, I do
 3 often update the contracts with a particular
 4 person's information, the amount of the
 5 contract, TMS number, information on the house
 6 being built to prepare that contract to then be
 7 executed.
 8 MS. WRIGHT: Okay.
 9 I'm going to hand you Exhibit 9.
 10 +++++
 11 (CANCELED CHECK FROM
 12 PENDER ACCOUNT
 13 WAS PREVIOUSLY MARKED
 14 FOR IDENTIFICATION
 15 AS DEPOSITION
 16 EXHIBIT NUMBER 9)
 17 +++++
 18 BY MS. WRIGHT:
 19 Q. And is that a check from Carlton or
 20 Joan Pender?
 21 A. Yes.
 22 Q. And was that check paid To The
 23 Order of Beverly Homes in the amount of twenty
 24 thousand dollars?
 25 A. The check is written to Beverly

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1 makes the deposits?
 2 A. The overwhelming majority of the
 3 time that is Randy Beverly.
 4 Q. Okay. And is the bank account for
 5 Beverly Construction Group, LLC is it at Conw
 6 National Bank?
 7 A. Yes.
 8 MS. WRIGHT: Now I'm
 9 going to hand you Exhibit 10. This was
 10 previously marked.
 11 +++++
 12 (CANCELED CHECK FROM
 13 CARLTON PENDER
 14 WAS PREVIOUSLY MARKED
 15 FOR IDENTIFICATION
 16 AS DEPOSITION
 17 EXHIBIT NUMBER 10)
 18 +++++
 19 BY MS. WRIGHT:
 20 Q. And is that a check that is pay To
 21 The Order of Beverly Homes in the amount of two
 22 thousand dollars from Carlton A. Pender?
 23 A. The check is written to be paid to
 24 the order of Beverly Homes for two thousand
 25 dollars from Carlton A. Pender.

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1 Q. And do you know whose handwriting
2 is underneath the check on this document?
3 A. Are you referring to check is for
4 plans and survey Lot 4, Bellevue, Phase 1?
5 Q. Yes, ma'am.
6 A. I do know that it's two different
7 handwritings. And I am not sure, however, I
8 believe the first portion check is for plans
9 and survey lot for Bellevue is Forrest Beverly.
10 However, the second part Phase 1, I am not
11 sure. I know it is not mine, not Forrest
12 Beverly, not Randy Beverly.
13 Q. Okay. Do you know whether this
14 check pay To The Order of Beverly Homes was
15 deposited by Beverly Construction Group, LLC?
16 A. I don't recall. It was not
17 deposited by Beverly Homes into Beverly Homes'
18 account.
19 Q. Okay. And how do you know that?
20 A. I looked back at Beverly Homes'
21 account for this timeframe.
22 MS. WRIGHT: I'm going
23 to hand you what was previously marked as
24 Exhibit 11.
25 ++++++

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1 the residential service extension application
2 agreement from Santee Cooper?
3 A. Yes.
4 Q. And who is listed as the
5 homebuilder?
6 A. Beverly Homes.
7 Q. And do you know why Beverly Homes
8 is listed as the homebuilder?
9 A. We photocopy the same sheet over
10 and over again. In 95 or greater percent of
11 the situation Beverly Homes is the owner, not
12 necessarily the homebuilder. But since we use
13 the same one over and over and -- and photocopy
14 that, you know, existing pre-filled out sheet
15 of paper. In fact, you can see where those
16 different handwritings for the recurring
17 information such as Beverly Homes and different
18 handwritings for the square footage,
19 subdivision name, address, which would change
20 each time, simply a clerical error. You know
21 they grab the same one it's the easiest thing
22 to do and fill it out.
23 Q. And do you know whose handwriting
24 is written where it says Beverly Homes for
25 homebuilder?

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1 (TEMPORARY SERVICE REQUEST
2 WAS PREVIOUSLY MARKED
3 FOR IDENTIFICATION
4 AS DEPOSITION
5 EXHIBIT NUMBER 11)
6 ++++++
7 BY MS. WRIGHT:
8 Q. And is the first page the
9 letterhead of Beverly Homes, LLC?
10 A. It does say Beverly Homes, LLC and
11 it has our information listed, however, it is
12 not our letterhead.
13 Q. Okay. Do you know who typed this
14 document?
15 A. I do not.
16 Q. On the letter did it say Beverly
17 Homes, LLC at the top of the letter?
18 A. The sheet does have Beverly Homes,
19 LLC at the top.
20 Q. And does the document state
21 requesting temporary service for the following
22 39 Gasparilla Drive, Lot 4, Bellevue, Permit
23 Number 21400?
24 A. Yes.
25 Q. And on the following page is that

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1 A. I do not.
2 Q. Do you know whose handwriting is at
3 the bottom where it says print name Forrest B.
4 Beverly?
5 A. I do not.
6 MS. WRIGHT: I'm going
7 to mark this as an exhibit to this deposition.
8 ++++++
9 (TEMPORARY SERVICE
10 REQUEST WAS MARKED
11 FOR IDENTIFICATION
12 AS DEPOSITION
13 EXHIBIT NUMBER 26)
14 ++++++
15 BY MS. WRIGHT:
16 Q. And is the document in front of you
17 a temporary service request for Santee Cooper?
18 A. Yes.
19 Q. And is the service address listed
20 on 39 Gasparilla Circle?
21 A. Yes.
22 Q. And is the name of the account
23 Beverly Homes?
24 A. Yes.
25 Q. And is that your handwriting where

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1 it says Beverly Homes?
 2 A. No.
 3 Q. And at the bottom where it says,
 4 "Print name of customer/company representative"
 5 does it say Rebecca Beverly?
 6 A. Yes.
 7 Q. And is that your handwriting?
 8 A. No.
 9 Q. Okay. And the signature where it
 10 says, "customer representative signature,"
 11 whose signature is that?
 12 A. That is my signature.
 13 Q. Okay. So did you sign this
 14 document Temporary Service Request?
 15 A. I did.
 16 Q. Okay. And why is Beverly Homes
 17 listed as the name of the account for 39
 18 Gasparilla Circle?
 19 A. Similar to the other Santee Cooper
 20 listing or document it was already filled out
 21 already just needed to photocopy it and fill in
 22 the address, which is easier for the ladies in
 23 the office. As you can see again, there's
 24 different handwriting for the recurring
 25 information name on the account, billing

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1 completed" and the box is checked yes, do you
 2 know who performed that inspection?
 3 A. No.
 4 MS. WRIGHT: I'm going
 5 to show you Exhibit 12. This is an invoice from
 6 Santee Cooper.
 7 ++++++
 8 (SANTEE COOPER INVOICE
 9 WAS PREVIOUSLY MARKED
 10 FOR IDENTIFICATION
 11 AS DEPOSITION
 12 EXHIBIT NUMBER 12)
 13 ++++++
 14 BY MS. WRIGHT:
 15 Q. Do you know why the invoice from
 16 Santee Cooper for 39 Gasparilla Circle is
 17 billed to Beverly Homes?
 18 A. Probably because that was the name
 19 that was on the service request.
 20 Q. So would you agree that Beverly
 21 Homes was responsible for paying for the Santee
 22 Services at 39 Gasparilla Circle?
 23 A. No, it was always paid by Beverly
 24 Construction Group and their responsibility.
 25 Q. Did you receive this bill?

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1 address, et cetera and a different handwriting
 2 for the particular information to the job, 39
 3 Gasparilla Circle, et cetera.
 4 Q. Did you ever contact Santee Cooper
 5 to correct the name of the account?
 6 A. I personally do not recall doing
 7 that.
 8 Q. And do you know whether anyone else
 9 contacted Santee Cooper to let them know that
 10 the name of the account as Beverly Homes was
 11 not correct?
 12 A. I do not know.
 13 Q. Why did you sign the temporary
 14 service request if the name of the account as
 15 Beverly Homes was incorrect?
 16 A. It did not make a difference to us
 17 receiving service.
 18 Q. And Lorraine Crowe, what was her
 19 job title at the time that this form was filled
 20 out?
 21 A. I do not know.
 22 Q. Did Lorraine Crowe have any
 23 involvement in electricity requests?
 24 A. Yes.
 25 Q. Where it says, "has inspection been

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1 A. I am not sure. It did come to our
 2 P.O. Box, however, it is possible that it was
 3 opened by the receptionist, given to Forrest
 4 Beverly for approval. I do see here his
 5 initials approving it. And then given to
 6 accounts payable for processing. I cannot say
 7 for certain I ever saw it prior to it being
 8 paid.
 9 MS. WRIGHT: Okay.
 10 I'm going to hand you what was previously
 11 marked as Exhibit 14 and it is the Georgetown
 12 County Certificate of Completion.
 13 ++++++
 14 (CERTIFICATE OF COMPLETION
 15 WAS PREVIOUSLY MARKED
 16 FOR IDENTIFICATION
 17 AS DEPOSITION
 18 EXHIBIT NUMBER 14)
 19 ++++++
 20 BY MS. WRIGHT:
 21 Q. And is that the Georgetown County
 22 Certificate of Completion for 39 Gasparilla
 23 Drive, Number Lot 4?
 24 A. I believe so. However, it looks
 25 different from the way Georgetown County

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1 typically -- typically drafts its -- its
 2 Certificates of Completion. In fact, this may
 3 only be what we call an electrical compliance,
 4 which is prior to the eventual Certificate of
 5 Completion. However, I'm -- I'm not an expert
 6 on the inspections and -- and whatnot.
 7 Q. Okay. Do you know why this
 8 document lists as the owner's name as Beverly
 9 Homes?
 10 A. I do not know for certain, however,
 11 I do believe whenever we applied for our permit
 12 that Beverly Homes was listed as the owner.
 13 Q. Do you know who completed the
 14 application for the permit?
 15 A. No.
 16 Q. Do you know why Beverly Homes was
 17 listed as the owner on the application for the
 18 permit?
 19 A. I would imagine that similar to our
 20 other forms it was already filled out and it
 21 was easiest to only update the job.
 22 MS. WRIGHT: Okay.
 23 I'm going to hand you this Certificate of
 24 Occupancy, which was previously marked Exhibit
 25 16.

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1 error and that the owner was incorrect?
 2 A. I do not believe I did.
 3 Q. Do you know whether any other
 4 person notified Georgetown County that the
 5 owner they have listed as Beverly Homes was not
 6 correct?
 7 A. I do not know.
 8 Q. Did you receive a copy of that
 9 Certificate of Occupancy?
 10 A. It's very unlikely that I
 11 personally received a copy of the Certificate
 12 of Occupancy.
 13 MS. WRIGHT: I'm going
 14 to hand you this invoice, Exhibit 17 from Chris
 15 Langston, LLC.
 16 +++++
 17 (CHRIS LANGSTON INVOICE
 18 WAS PREVIOUSLY MARKED
 19 FOR IDENTIFICATION
 20 AS DEPOSITION
 21 EXHIBIT NUMBER 17)
 22 +++++
 23 BY MS. WRIGHT:
 24 Q. And do you know why the invoice
 25 from Chris Langston, LLC is billed to Beverly

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1 +++++
 2 (CERTIFICATE OF OCCUPANCY
 3 WAS PREVIOUSLY MARKED
 4 FOR IDENTIFICATION
 5 AS DEPOSITION
 6 EXHIBIT NUMBER 16)
 7 +++++
 8 BY MS. WRIGHT:
 9 Q. And does the Certificate of
 10 Occupancy from Georgetown County Building
 11 Department list the address as 39 Gasparilla
 12 Drive, Number Lot 4, Murrells Inlet, South
 13 Carolina, 29576?
 14 A. It does.
 15 Q. And is the owner listed as Beverly
 16 Homes?
 17 A. Yes.
 18 Q. And do you know why Beverly Homes
 19 is listed on a Certificate of Occupancy for 39
 20 Gasparilla?
 21 A. Whatever the reason is it would be
 22 the same as it was listed for the electrical
 23 service system certificate of complete.
 24 Q. Did you ever contact Georgetown
 25 County and let them know that there was an

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1 Homes?
 2 A. Similar to Port City Elevators many
 3 subcontractors confuse our different companies
 4 that start with the name Beverly, but I do not
 5 know for certain why he has it listed.
 6 Q. Did you receive this invoice?
 7 A. I do not know. I would have not
 8 needed to for it to be paid.
 9 Q. Do you know who paid this invoice?
 10 A. Beverly Construction Group paid
 11 this invoice.
 12 MS. WRIGHT: Okay.
 13 And I'm going to hand you Exhibit 21, which is
 14 an invoice from Palmetto Concrete, LLC.
 15 +++++
 16 (PALMETTO CONCRETE INVOICE
 17 WAS PREVIOUSLY MARKED
 18 FOR IDENTIFICATION
 19 AS DEPOSITION
 20 EXHIBIT NUMBER 21)
 21 +++++
 22 BY MS. WRIGHT:
 23 Q. And does that invoice from Palmetto
 24 Concrete, LLC indicate project name as Bellevue
 25 Lot Number 4?

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1 A. Yes, it does.
 2 Q. And does the invoice indicate bill
 3 to Beverly Homes?
 4 A. It does.
 5 Q. And do you know why the Palmetto
 6 Concrete, LLC bill was invoiced to Beverly
 7 Homes?
 8 A. I do not know for certain, however,
 9 similar to the Chris Langston and the Port City
 10 Elevator invoice many of our subcontractors do
 11 often confuse our companies.
 12 Q. Okay. And did you receive this
 13 invoice at any point?
 14 A. I do not know for certain. I would
 15 not have needed to for it to be paid.
 16 Q. Do you know who paid this invoice?
 17 A. Beverly Construction Group.
 18 Q. And how do you know that?
 19 A. Because I researched the payment of
 20 each of these invoices you have presented to me
 21 so far and found the checks which Beverly
 22 Construction Group paid them and the
 23 information within our bookkeeping system.
 24 Q. Okay. Who hired Palmetto Concrete,
 25 LLC to perform work at Bellevue Lot 4?

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1 A. I don't know for sure, however,
 2 many of our subcontractors do confuse our
 3 different companies.
 4 MS. WRIGHT: Okay.
 5 I'm going to hand you Exhibit 19, which is an
 6 invoice from Strand Engineering.
 7 ++++++
 8 (STRAND ENGINEERING INVOICE
 9 WAS PREVIOUSLY MARKED
 10 FOR IDENTIFICATION
 11 AS DEPOSITION
 12 EXHIBIT NUMBER 19)
 13 ++++++
 14 BY MS. WRIGHT:
 15 Q. And is the invoice from Strand
 16 Engineering for Lot 4 Bellevue, Murrells Inlet,
 17 South Carolina billed to Beverly Homes?
 18 A. Yes.
 19 Q. Do you know why this invoice from
 20 Strand Engineering was billed to Beverly Home
 21 A. I do not know, however, many of our
 22 subcontractors do confuse our companies.
 23 Q. And was Strand Engineering hired to
 24 do any work by Beverly Homes for this house?
 25 A. No.

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1 A. I do not know.
 2 Q. Do you know what company hired
 3 Palmetto Concrete, LLC?
 4 A. Beverly Construction Group.
 5 MS. WRIGHT: I'm going
 6 to hand you an invoice from B & A Quality
 7 Construction marked as Exhibit 18.
 8 ++++++
 9 (B&A QUALITY CONSTRUCTION
 10 INVOICE WAS PREVIOUSLY MARKED
 11 FOR IDENTIFICATION
 12 AS DEPOSITION
 13 EXHIBIT NUMBER 18)
 14 ++++++
 15 BY MS. WRIGHT:
 16 Q. And is that an invoice from B & A
 17 Quality Construction to Beverly Homes for
 18 service listed as Bellevue Lot 4?
 19 A. Yes.
 20 Q. And do you know whose handwriting
 21 is on this invoice?
 22 A. I'm not sure.
 23 Q. Do you know why B & A Quality
 24 Construction listed Beverly Homes on the
 25 invoice?

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1 Q. Okay. Did you receive this invoice
 2 at some point?
 3 A. I do not know for certain. I would
 4 not have needed to receive it for it to be
 5 paid.
 6 Q. Okay. Do you know who paid this
 7 invoice?
 8 A. Beverly Construction Group.
 9 MS. WRIGHT: Okay.
 10 Two more invoices and that's all the invoices.
 11 Here's Exhibit 20.
 12 ++++++
 13 (FAITH LANDSCAPING INVOICE
 14 WAS PREVIOUSLY MARKED
 15 FOR IDENTIFICATION
 16 AS DEPOSITION
 17 EXHIBIT NUMBER 20)
 18 ++++++
 19 BY MS. WRIGHT:
 20 Q. And it is an invoice from Gale
 21 Contractor Services.
 22 A. This is not an invoice from Gale
 23 Contractor Services in front of me.
 24 Q. Okay. Who is the invoice in front
 25 of you from?

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1 purchaser who is the original buyer of the
 2 property at Lot 4 Bellevue?
 3 A. Yes.
 4 Q. And whose handwriting is written
 5 where it says Carlton and Joan Pender?
 6 A. I believe that is Forrest Beverly.
 7 Q. And where it says Lot 4 Bellevue
 8 whose handwriting is that?
 9 A. I believe that is Forrest Beverly.
 10 Q. And do you see your handwriting
 11 anywhere on this document?
 12 A. I do not.
 13 Q. And do you know who typed this
 14 warranty agreement?
 15 A. I do not.
 16 Q. Do you know why this document lists
 17 Beverly Homes, LLC of Myrtle Beach, SC as the
 18 builder?
 19 A. I do not, however, I do know that
 20 we often give this out to the buyers of the
 21 homes that are owned and sold by Beverly Homes.
 22 I would imagine that it was found to be easier
 23 to use it as is.
 24 Q. Do you know whose initials are at
 25 the bottom of the page for the seller?

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1 it was.
 2 Q. Do you know any other information
 3 about this incident that you've not already
 4 told me about today during this deposition?
 5 A. Not that I can think of.
 6 Q. Do you know any other information
 7 about the construction project at 39 Gasparilla
 8 Circle that you've not already shared during
 9 this deposition?
 10 A. Not that I can think of.
 11 Q. Do you have any other information
 12 that you would testify about at trial that
 13 you've not told us about today in this
 14 deposition?
 15 A. Not that I can think of.
 16 Q. Who is your supervisor or are you
 17 the boss?
 18 A. I don't have one.
 19 Q. Okay. Have you understood all my
 20 questions today?
 21 A. I believe so.
 22 Q. I don't have any further questions
 23 at this time. Please answer any questions that
 24 the other attorneys may have for you.
 25 A. Thank you.

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1 A. Yes, Forrest Beverly.
 2 Q. And on the second page of the
 3 document do you know whose signature is on
 4 behalf of the builder?
 5 A. Yes.
 6 Q. Whose signature is that?
 7 A. Forrest Beverly.
 8 Q. And what is the date that this
 9 agreement was signed?
 10 A. 6/17/2016.
 11 Q. And is it your understanding that
 12 Lot 4 Bellevue is the same thing as 39
 13 Gasparilla Circle?
 14 A. It is.
 15 Q. Have you ever spoken to Evarista
 16 Lorenzo?
 17 A. Have not.
 18 Q. Do you know why Page 2 of this
 19 document lists builder as Beverly Homes, LLC?
 20 A. I do not.
 21 Q. Do you know whether this document
 22 was ever corrected or amended to change the
 23 listed builder to Beverly Construction Group,
 24 LLC?
 25 A. I do not know. I'm not aware that

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1 MR. PEARCE: Anybody
 2 on Zoom have questions?
 3 MS. WALKER: This is
 4 Katie. I don't have any questions.
 5 MS. McDANIEL: No
 6 questions.
 7 MS. PRICE: No
 8 questions for me.
 9 MR. IPOCK: No
 10 questions here.
 11 MR. PEARCE: David,
 12 last call.
 13 MR. COBB: Oh, I have
 14 no questions. Thank you.
 15 MR. PEARCE: That's
 16 everybody, I think.
 17 MS. WRIGHT: Okay, we
 18 are finished. Thank you so much.
 19 (Whereupon, the deposition was
 20 concluded at 3:15 p.m.)

1 CERTIFICATE
2 STATE OF SOUTH CAROLINA
3 COUNTY OF HORRY
4 I, Debbie Rayl,
5 Professional Verbatim Reporter and Notary
6 Public for the State of South Carolina, certify
7 that I did have REBECCA BEVERLY to appear
8 before me at TIME p.m. on the 10th day of
9 December, 2020, in the office of Pearce Law
10 Group, Myrtle Beach, South Carolina; that the
11 witness was duly sworn to tell the truth, the
12 whole truth and nothing but the truth; that the
13 foregoing pages constitute a true and accurate
14 transcript of the testimony given at that time
15 and place.
16 I further certify that I am not of
17 counsel or kin to any of the parties to this
18 cause of action, nor am I interested in any
19 manner in its outcome.
20 IN WITNESS WHEREOF I have hereunto
21 set my hand and seal this 11th day of December
22 2020.
23 _____
24 Debbie Rayl, Notary Public
25 My Commission expires January 24, 2021

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+++++ (35) 10:5;30:10,17;31:23; 32:4;33:9,15;34:10,17; 36:11,18;37:25;38:6; 40:8,14;43:7,13;44:13, 19;46:1,7;47:16,22; 48:15,21;50:8,14;51:7, 13;52:12,18;54:8,14; 56:11,17	alterations (1) 27:16 always (3) 15:22;18:11;43:23 amended (1) 58:22 amount (4) 34:4,23;35:1;36:21 anymore (1) 12:1 appear (1) 33:17 application (3) 39:1;45:14,17 applied (1) 45:11 appreciate (1) 10:12 approval (1) 44:4 approving (1) 44:5 around (3) 15:12;19:14;26:6 arrested (2) 16:1,3 assume (1) 11:18 attorney (4) 10:9;11:25;55:15,21 attorneys (1) 59:24 August (4) 12:21;24:19,22; 26:16 aware (4) 22:5,23;13;29:24; 58:25	BEVERLY (126) 10:3;12:9,18,20; 13:12;17:19,21,24; 18:2,4,12,15;20:1,5,12, 18,21;21:5,20;22:2; 24:2,5,8,11;25:11,23; 27:1,24;28:10,19,23; 29:1,3,4,7,7,10,14,18; 30:6,12,23;31:3,9,14, 15;32:16,18,23;33:22; 34:23,25;35:7,9,18,23; 36:3,5,21,24;37:9,12, 12,14,15,17,17,20; 38:9,10,16,18;39:6,7, 11,17,24;40:4,23;41:1, 5,16;42:10,15;43:17, 20,23;44:4;45:8,12,16; 46:15,18;47:5,25;48:4, 10;49:3,6,17,21;50:4, 17,24;51:17,20,24; 52:8;53:13,16,19,24; 54:23;55:2,8;56:1,5, 24;57:6,9,17,21;58:1,7, 19,23 BeverlyHomesSCcom (1) 26:21 bill (4) 43:25;49:2,6;53:16 billed (9) 43:17;47:25;51:17, 20;53:13,23;54:23; 55:1,8 billing (2) 41:25;55:12 bills (2) 31:12;55:7 birth (1) 12:10 bookkeeping (1) 49:23 Bork (3) 25:16;26:25;27:3 boss (1) 59:17 bottom (4) 40:3;41:3;53:9; 57:25 box (2) 43:1;44:2 break (4) 11:20,22,23,25 Brooke (1) 10:8	C CADD (1) 27:17 call (2) 45:3;60:12 can (12) 11:8,9,16,21;23:21; 30:9;39:15;41:23;56:6; 59:5,10,15 canceled (3) 25:6;34:11;36:12 cancelled (1) 25:4 car (1) 10:16 Carlson (1) 56:25 Carlton (5) 34:19;36:13,22,25; 57:5 Carolina (8) 12:14;15:20,22,23; 32:12,17;46:13;51:17 case (3) 10:22;30:2,20 cause (1) 23:6 caused (2) 22:21;25:2 certain (10) 26:17;27:4;44:7; 45:10;48:5;49:8,14; 52:3;53:19;55:3 certainty (1) 23:21 Certificate (11) 44:12,14,22;45:4,23; 46:2,9,19,23;47:9,11 Certificates (1) 45:2 certifications (1) 17:12 cetera (3) 24:22;42:1,3 change (5) 14:12;19:2;39:19;	checked (1) 43:1 checks (1) 49:21 children (1) 13:4 Chris (4) 47:14,17,25;49:9 church (3) 14:21,24,25 Circle (24) 19:22;20:7,17,24; 21:23;22:13;23:14; 24:17;26:12;28:21; 29:12,16;31:5,32; 33:19;40:20;41:18; 42:3;43:16,22;58:2,5,8 citation (1) 16:10 CITY (5) 31:24;32:7,20;48:2,4,9 claim (1) 10:19 clarify (1) 31:2 clearly (1) 11:9 clerical (1) 39:20 clubs (1) 17:4 Coastal (5) 14:2,11,13,16;17:2,5,8 COBB (1) 60:13 college (4) 13:15,17,18;15:21 companies (8) 32:23;35:11;48:3; 49:11;51:3,22;53:20; 55:5 company (3) 28:6;30:25;50:2 complaints (2) 21:10;22:4 complete (1) 46:23 completed (2) 43:1;45:13 Completion (5) 44:12,14,22;45:2,5 compliance (1) 45:3 concluded (1)
A able (1) 25:8 above (1) 31:11 access (1) 25:9 account (16) 25:4,5,8,15;26:12; 34:12;35:20;36:4; 37:18,21;40:22;41:17, 25;42:5,10,14 Accounts (4) 25:18,19;27:21;44:6 actually (2) 24:10;30:25 addiction (1) 16:18 address (13) 12:12;24:1,4,7,13; 25:10;39:19;40:19; 41:22;42:1,46:11; 54:20;55:1 Administrative (4) 18:6,8;19:11,18 Affidavit (8) 30:1,6,11,20,22;31:1, 7;55:24 affiliated (1) 24:21 afternoon (1) 10:8 again (2) 39:10;41:23 age (1) 13:7 ago (1) 26:7 agree (1) 43:20 agreement (4) 39:2;56:23;57:14; 58:9 Alan (2)	B B&A (1) 50:9 back (3) 10:16;14:8;37:20 Bank (3) 14:2;36:4,6 basically (1) 10:24 BB&T (3) 14:14,17;17:18 Beach (3) 32:17;56:24;57:17 became (1) 28:16 become (1)			

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Exhibit: 1
 Wit: Beverly
 Date: 12-10-20
 Rep: Debbie Rayl

RESIDENTIAL ELEVATOR SPECIFICATIONS/CONTRACT
 For Single Family Dwelling Only

DATE: December 2, 2016

JOB: Pender Residence, 39 Gasparilla Circle, Murrells Inlet, SC 29576

ELEVATOR FOR: Beverly Homes, 9007 Highway 544, Myrtle Beach, SC 29588

TYPE: Garaventa Elvoron MR Counterweighted	CAPACITY: 1,000 lbs.	
SPEED: 40 feet per minute	TRAVEL: Approximately 20 feet	
CONFIGURATION: In-Line	LANDINGS: 3	OPENINGS: 3
HOISTWAY DOOR SWINGS: Right Hand		

NOTE: Door hand cannot be changed after the elevator is ordered.

~~Please sign below confirming door swing stated above~~
[Signature]

CAR AND APPOINTMENTS:

- Car Size: Custom to fit shaft. Inside car height is 84"
- UNFINISHED WOOD VENEER OR FINISHED MELAMINE WALL PANELS STANDARD
- WHITE MELAMINE CEILING PANEL
- FOUR recessed lights with white bezels and reflectors to match fixtures
- BRUSHED STAINLESS STEEL handrail
- BRUSHED STAINLESS STEEL Control Fixtures
- BRUSHED STAINLESS STEEL PHONE BOX
- Digital floor position indicator

CAR GATE:

~~Solid Accordon gate with clear vision panels~~

MECHANICAL EQUIPMENT:

- Modular 8# T-Rail Structure
- Car Frame assembly
- (2) #80 roller chain
- Inverter controlled variable speed in-line geared assembly with counterweighted chain drive and 2HP motor

DRIVE SYSTEM:

In-line Drive: Counterweighted geared drive, heavy duty car sling with roller guides running on 8 lb. per foot steel T-rails. Motor (2 HP) mounted above guide rails. No machine room required. Electronic control box can be located at the top of the hoistway or remotely located.

DRIVE ACCESS:

- A access hatch located at the Upper Landing is REQUIRED for emergency manual lowering

POWER SUPPLY:

- 230 VAC, 15amp, single phase
- 115 VAC, 15amp circuit required for car lighting
- Telephone line

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DATE: December 2, 2016

JOB: Pender Residence, 39 Gasparilla Circle, Murrells Inlet, SC 29576

ELEVATOR FOR: Beverly Homes, 9007 Highway 544, Myrtle Beach, SC 29588

CONTROLS:

- Garaventa Design PLC Controller with integrated self-diagnostics
- Fully Automatic push button at car and hall landings
- Automatic car lighting
- Digital position indicator located in car
- Automatic homing

SAFETY FEATURES:

- Slack Chain Safety Device
- Motor controller supply (located in controller)
- Car lighting supply (located in controller)
- Upper and Lower final limit switches
- Pit Stop Switch
- Car Top Stop Switch
- In-car emergency stop switch and alarm
- Safety switch for car gates
- Battery backup emergency car lights and alarm
- Electromechanical hoistway door interlocks

HOISTWAY DOOR INTERLOCKS: Provided to prevent operation of elevator unless doors are closed, and to prevent opening of any door unless cab is at designated landing. ~~Hoistway doors provided by contractor must be solid doors with interlocks for door closure.~~

Please note the following measurements per code:

Measurement from back of hoistway door to the edge of landing sill shall not exceed 3".

Measurement from back of hoistway door to car gate shall not exceed 5".

PREPARATORY WORK BY OTHERS:

The following preparatory work to accommodate the elevator is to be done by others:

- **Hoistway**
 - A: Provide an enclosed, plumb and square hoistway with smooth interior surfaces. Include fascias or furring of hoistway interior where applicable.
 - B: The purchaser shall do any carpentry work, cutting or patching occasioned by the installation.
 - C: Provide adequate support for guide rail fastenings per manufacturer's specifications.
 - D: Provide 8" minimum deep, level pit floor to support loads indicated on elevator manufacturer's approval drawings.
 - E: All machines must be enclosed per code.
 - F: Provide 230 Volt, 15 Amp, Single phase, 60Hertz
 - G: Provide 115 Volt, 15 Amp Circuit is required for car lighting
 - H: Provide Telephone Jack
 - I: Provide proper access for machine per code.

GUARANTEE:

- **Unit:** Two year limited warranty upon shipment of elevator from manufacturer.
- **Labor:** Labor warranty will be for 1 year during the normal working hours of the trade except as noted. Any elevator installed in a residence used as a rental property will be limited to a 90 day warranty on labor during the normal working hours of the trade.

NOTE: The warranty will be void if the house is used for any other purpose than a single family dwelling.

Port City Elevator, Inc.
3334-B US HWY 421 North
Wilmington, NC 28401
910-790-9300

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DATE: December 2, 2016

JOB: Pender Residence, 39 Gasparilla Circle, Murrells Inlet, SC 29576

ELEVATOR FOR: Beverly Homes, 9007 Highway 544, Myrtle Beach, SC 29588

CONTRACT

1. The price below does NOT include any cost for third party inspection. If the local inspectors require a third party inspection the cost of same will be the responsibility of the purchaser.
2. We include all sales or use taxes in force on the date of this proposal.
3. The purchaser agrees to pay any additional taxes applicable to this contract enacted after the date of this proposal.
4. There will be a \$10.00/week storage fee for any elevator that is in our warehouse longer than 46 days. This storage fee will be in addition to the contract price of the elevator and will be included on your final invoice.
5. We assume no liability on account of accidents to persons, except those directly due to the negligent acts or omissions of this company or its employees.
6. The company shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, or by any other cause which is unavoidable or beyond its reasonable control, or in any event, for consequential damages. Acceptance of the elevator installation by the purchaser shall constitute waiver of all claims for loss or damage due to delay.
7. It is agreed that our workmen shall be given a safe place in which to work. We reserve the right to discontinue our work in the building whenever in our opinion this clause is being violated.
8. Should damage occur to our material or work on the premises by fire, theft or otherwise, if not caused by us, the purchaser is to compensate us therefore.
9. Unless otherwise agreed, it is understood that the work will be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, the additional price, at our usual rate for such work, shall be added to the contract price.
10. No elevator will be turned over without a 24 hour prior notice. - No Exceptions.
11. This proposal, when signed and accepted by the purchaser, and approved by an authorized official of this company, together with the specifications referred to herein, shall constitute exclusively the contract between the parties, and all prior representations or agreements, whether written or verbal not incorporated herein, are superseded.
12. This contract is not valid unless approved by an authorized official of this company.
13. Any elevator not installed within 120 days of acceptance of contract will be subject to additional charges based on our cost increase only.
14. This contract is subject to escalation or cancellation if not accepted within 30 days from date of submission.
15. If elevator is used before homeowner moves into house all calls will be chargeable, warranty or not.
16. Elevator cannot be turned over until 100% of the contract price has been received by Port City Elevator, Inc.

Port City Elevator, Inc.
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ELEVATOR FOR: Beverly Homes, 9007 Highway 644, Myrtle Beach, SC 29588

17. Payments shall be made pro-rata per elevator as follows:

Due upon contract signing.....	\$9,000.00
Due 30 days after elevator ships from Manufacturer.....	\$7,500.00
Due 30 days upon completion and prior to turnover.....	\$3,000.00

We reserve the right to discontinue our work at any time until payments shall have been made as agreed, and we have assurance satisfactory to us that subsequent payments will be made as they fall due. Should we be delayed by reason of any default on the part of the purchaser in the terms and conditions of this proposal, the entire contract price, less payment theretofore made, shall become due, and shall bear interest at the full legal rate. Reasonable collection and attorney fees will be assessed to all accounts placed for collection.

18. We propose to furnish and erect the elevator installation as outlined in the accompanying proposal for the sum of \$ 19,500.00 (Nineteen Thousand Five Hundred Dollars)

Respectfully submitted,
Port City Elevator, Inc.
By: Seth Newman

ACCEPTANCE:

Firm: Beverly Homes Group

By: [Signature]

Title: Cons. Super

Date: 12-6-16

Date:

ACCEPTANCE:

By: _____

Homeowner

By: _____

Homeowner

Date: _____

~~(Elevator will not be ordered until we have a ship date from the contractor)~~

UNFINISHED WOOD VENEER WALL SELECTION:

OAK _____ MAPLE _____ BIRCH X MAHOGANY _____

Initials: [Signature]

FINISHED MELAMINE WALL PANELS SELECTION:

WHITE _____ ANTIQUE WHITE _____ DARK MAPLE _____

LIGHT MAPLE _____ GRAY _____ OAK _____ WALNUT _____

Initials: _____

ACCORDION GATE W/ 3 CLEAR PANELS COLOR SELECTION:

WHITE X ANTIQUE WHITE _____ BLACK _____

Initials: [Signature]

APPROVED:

Port City Elevator, Inc.

By: [Signature]

Title: Cons. Super

Date: 12-6-16

Port City Elevator, Inc.
3334-B US HWY 421 North
Wilmington, NC 28401
910-790-9300

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DATE: December 2, 2016

JOB: Pender Residence, 39 Gasparilla Circle, Murrells Inlet, SC 29576

ELEVATOR FOR: Beverly Homes, 9007 Highway 544, Myrtle Beach, SC 29588

~~ADDITIONAL OPTIONS TO BE ADDED TO THE TOTAL COST OF THE ELEVATOR
 (Deduction on Down Deposit)~~

FIXTURE UPGRADES:

Integrated Phone into COP
 Oil Rubbed Bronze Fixtures

\$ 425
 \$ 750

APPROVAL

Brushed Stainless Hall Call w/ Floor Indicator,
 Car Control Panel w/ Integrated Phone

\$2,500

GATE UPGRADES:

All Clear Vision Panels
 Aluminum Perforated Gate
 Automatic Accordion Gate Operator
 Automatic Door Operator

\$ 750
 \$ 1,200
 \$ 1,500
 \$ 2,200 each

 _____ X *gn*

CAB UPGRADES:

Unfinished Cherry, Makore, Bamboo, Walnut wood veneer
 Matching ceiling

\$ 550
 \$ 220

Maple or Oak Inset (Flat) Wall Panels
 Matching ceiling

\$ 1,400
 \$ 485

CHERRY Inset (Flat) Wall Panels
 Matching ceiling

\$ 1,950
 \$ 605

Maple or Oak Raised Panel Wall Panels
 Matching ceiling

\$ 4,485
 \$ 1,000

CHERRY Raised Panel Wall Panels
 Matching ceiling

\$ 4,800
 \$ 1,100

Clear Polyurethane Finish

\$ 675

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RESIDENTIAL CONSTRUCTION CONTRACT

This Residential Construction Contract ("Contract") is made by and between Beverly Construction Group ("Contractor") and Carlton & Joan Pender ("Owner") and is subject to the terms and conditions stated below. The effective date of this Contract shall be the date it is last signed by Owner or Contractor ("Effective Date").

Contractor and Owner agree as follows:

1. Name, Address and license number of Contractor: Beverly Construction Group, LLC, 9007 Hwy 544, Myrtle Beach SC 29588. License #G113946
2. Name, and address of Owner: Carlton & Joan Pender, 300 Ashley Park Blvd Unit 2501, Newnam GA 30263
3. Construction site (legal description): TMS # 41-0106-036-12-00 Lot 4 Belle Vue Subdivision on Gasparilla Dr in Murrells Inlet, SC
4. Description of House plans and specifications: 2944 HTD Raised Beach
5. Compensation to Contractor: Regardless of the compensation type selected, the compensation to Contractor does not reflect any price changes resulting from any change orders agreed upon in a writing signed by all the parties. All parties signing on behalf of Owner shall be jointly and severally liable for payment in full of all compensation to be paid to Contractor under this Contract.

Fixed-Price Contract: A fixed price of \$ 388,820.65 which shall be paid to Contractor according to the following schedule: (disbursements will be made within three (3) business days after substantial completion of the specified items)

- (a) \$ 2,000.00 initial deposit;
 - (b) \$ 20,000.00 execution of contract;
 - (c) \$ 366,820.65 per bank schedule.
6. Other Provisions and Conditions: Addendum 1 and 2 attached
 7. Contract Documents: The documents that form the contract between Contractor and Owner are this Residential Construction Contract, the House Plans and Specifications, and all modifications and change orders agreed to by the parties hereafter ("Contract Documents")
 8. Change Orders: The parties may agree to written change orders in the construction of the House, and the Purchase Price and Time for Completion shall be adjusted as agreed to by both parties.
 9. Inspections; Occupancy: During the course of construction, Owner or Owner's designated representatives may enter and inspect the House for the purpose of appraisal, inspection and evaluation. Such inspections shall take place at reasonable times and in such a manner as not to interfere with the progress of construction. Until substantial completion of the House, Owner agrees not to occupy or store personal property in the House.
 10. Insurance and Risk of Loss: Contractor shall purchase and maintain throughout the entire course of construction an "All Risks" builder's risk insurance policy from a company licensed to do business in South Carolina in the amount of the House's "Replacement Cost" without any voluntary deductibles. "Replacement Cost" shall mean the full cost of replacement of the House at the same site with new material of like kind


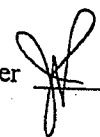
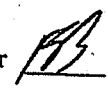



 Owner  Owner  Contractor

Exhibit: 8
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

and quality without deduction for depreciation. The policy shall include coverage for theft, vandalism and malicious mischief. Contractor shall assume the obligation and cost of restoring, rebuilding, repairing, and/or replacing the House. Such risk of loss or damage assumed by Contractor shall continue until the delivery to Owner of a valid certificate of occupancy, and until such time Contractor shall also bear the risk of loss for theft, damage or destruction of building materials, tools, equipment, appliances and fixtures, whether incorporated in the House or stored on or off site.


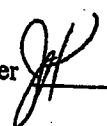

11. **Owner's warranties:** Owner warrants and represents to Contractor that Owner owns the Construction Site in fee simple absolute subject only to Owner's recorded deeds of trust, restrictive covenants, minimum building lines on subdivision plats, and utility easements. Owner will deliver copies of applicable restrictive covenants, minimum building lines on subdivision plats, and utility easements upon request of Contractor. Owner further warrants and represents that, subject to the financing condition referenced above, if any, that Owner has the financial ability to pay the compensation to Contractor as set forth herein as it is due, and Owner will make such payments.
12. **Punch list:** Contractor shall notify Owner when the House is substantially complete. Owner shall thereupon promptly inspect the House and deliver to Contractor a written comprehensive list of all deficiencies that are detectable by visual examination. These deficiencies are referred to in the Contract Documents as "punch list" items. Contractor shall promptly and diligently correct all construction deficiencies so listed. Owner may withhold an amount estimated by Owner to be the reasonable cost of correcting the construction deficiencies noted on Owner's punch list from the payment due Contractor upon substantial completion. Any sum retained will be promptly paid as Contractor corrects such construction deficiency. In the event Contractor fails to complete the punch list in a reasonable time, Owner shall have the option of completing the punch list and paying for the same from the monies retained. Any balance of retainage shall be paid to Contractor. Contractor is liable for any deficiency.
13. **Contractor's Warranties:**
 - (a) Contractor warrants that the construction will be performed in conformity (i) with the Contract Documents, (ii) with all laws, regulations, and codes applicable to the construction of the House, (iii) with any applicable restrictive covenants and homeowner' association documents, (iv) in a good and workmanlike manner, and (v) with new (unless otherwise specified) good quality materials.
 - (b) Manufacturers' or vendors' warranties or guarantees (referred to as "product warranties" herein), if any, on materials, fixtures, appliances, and components, to the extent assignable, are deemed assigned by Contractor to Owner. Contractor will deliver to Owner all product warranty forms in its possession. Owner is responsible for compliance with any notice and claim procedures set forth therein. Contractor does not adopt and is not bound by any such product warranty. Owner's rights under the product warranties are in addition to Contractor's warranties in 13 (a) above.
14. **Contractor's duty to correct:** In addition to the warranties in paragraph 15, for a period of one (1) year from the date the certificate of occupancy is issued, Contractor will make all repairs and correction to the House that shall become necessary by reason of defects in labor or materials or substantial non-conformity with the Contract Documents which were not detectable by visual examination at the time of preparation of the punch

 Owner  Owner  Contractor

list upon written notice of the defect from Owner. Should a repair or correction become defective within one (1) year from the date the repair or correction was made or attempted, Contractor will make all necessary adjustments to the repair or correction that shall become necessary by reason of defects in labor or materials or substantial non-conformity with the Contract Documents upon written notice of the defect from Owner. (Imperfections in non-structural components of the House resulting from normal settling and drying of materials shall not be considered "defects.")

15. **Completion documentation:** Upon substantial completion of the House, Contractor shall deliver to Owner a certificate of occupancy issued by the building inspector's office, all product warranties in the possession of Contractor, and a new construction termite guarantee if the Contract Documents require Contractor to provide treatment against wood destroying insects. Simultaneously with the receipt of the balance of compensation payable by Owner to Contractor upon substantial completion of the House (less any retainage for "punch list items" authorized in paragraph 7 above), Contractor will deliver to Owner an affidavit, in form and content standard in the construction industry and approved by Owner's title insurance company, verifying that all work, labor, services and materials for the construction of the House have been paid in full and indemnifying and holding Owner and Owner's title insurance company harmless from any and all costs, damage, or expense of any kind (including attorney's fees and court costs) arising out of or on account of any claims or liens of any contractor, laborer, or materialman of Contractor.

16. **Miscellaneous:** The parties also agree that
- (a) The Contract Documents may not be assigned or transferred without the written agreement of Contractor and Owner.
 - (b) In the event that any court of competent jurisdiction shall declare any provision of the Contract Documents to be invalid, the remaining portions of the Contract Documents shall remain in full force and effect except to the extent that said adjudication of invalidity shall defeat the purpose of the contract, in which case it shall terminate.
 - (c) This Contract shall be governed by and construed in accordance with the internal substantive laws of South Carolina without giving effect to its conflicts of laws.
 - (d) This Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, executors and administrators, and their heirs.
 - (e) As used herein the words in the singular include the plural and the masculine, feminine and neuter genders are interchangeable as required by context.
 - (f) The Contract Documents constitute the entire understanding of the parties and all prior agreements and understandings are merged herein. The Contract Documents may not be modified or amended except in writing, signed by each of the parties hereto.
 - (g) In case of conflict among the Contract Documents, the Specifications will take precedence over the House Plans, and the House Plans will take precedence over this Residential Construction Contract.
 - (h) If any provisions herein is by its nature and effect required to be observed, dept or performed after substantial completion of the House, it shall survive same and

 Owner  Owner  Contractor

remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

IN WITNESS WHEREOF, the parties have executed this Residential Construction Contract on the dates as set forth below.

CONTRACTOR:

BEVERLY CONSTRUCTION GROUP, L.L.C.

By [Signature]

Date: 6/17/16

OWNER:

[Signature]

Date: June 17, 2016

June 17, 2016
Witness to Owner

[Signature]

Date: 6/17/2016

Witness to Owner

[Signature] Owner [Signature] Owner [Signature] Contractor

CARLTON ESTES PENDER
JOAN BURDEN PENDER
CONSTRUCTION ACCOUNT

67-231/532 1000

6-17-2016
DATE

PAY TO THE
ORDER OF

Beverly Homes

\$20,000.00

Twenty Thousand 00/100

DOLLARS



Security
Features
Details on
Back.



LOT 4

FOR

Deposit Believee


Joan Pender MP


Exhibit: 9
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

ELECTRONICALLY FILED - 2020 Dec 24 11:53 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED - 2021 Jan 13 11:57 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824


CARLTON E PENDER 5349
 8 _____ 64-5/610 GA
 S _____ 15255
 7 _____

Date 3/10/16

Pay to the Order of Beverly Horn \$ 2000
Two thousand dollars Dollars  Security Features Details on Back.

Bank of America 

ACH R/T 081000062

For Pender 

Check is for plans & ~~exp~~ survey
lot 4 Belle View Phase I

Exhibit: 10
 Wit: Beverly
 Date: 12-10-20
 Rep: Debbie Rayl

*Robert Timmer
Michael*

BEVERLY HOMES, LLC
9007 Highway 544, Myrtle Beach, SC 29588
Tel: 843-236-4663 Fax: 1-866-468-0428

02/23/2017

Requesting Temporary Service for the following:
39 Gasparilla Dr
Lot 4
Belle Vue
Permit #21400

ELECTRONICALLY FILED - 2020 Dec 24 11:58 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED BY 2020 Jan 23 11:57 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
2020 Mar 23 5:34 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

Exhibit: 11
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl



RESIDENTIAL SERVICE EXTENSION APPLICATION AGREEMENT (RSEAA)

Application Date: 2-13-17
 Customer Need By Date: asap
(Please provide 2 to 3 weeks advance notice of when underground service installation is needed.)
 Project Site Ready Date:
 Structure Type: Single Family Multi-Family - # Units:
 Square Footage: 5770
 Home Builder: Beverly Homes
 Phone: 843-236-4663
 E-mail:
 Electrician: Enhanced H + A
 Phone: 843-448-3222
 E-mail:
 Subdivision Name: Belle Vue
 Address: 39 Maspanillac Lot#: 4

This RSEAA will set forth the specific requirements, responsibilities, and rights of the Customer and Santee Cooper in response to the Customer's request that Santee Cooper install an electric service.

- Each individual residence will be supplied a single-phase, three-wire service at a nominal voltage of 120/240 Volts, 60 Hertz.
- The Customer is responsible for furnishing and installing the service conductors from the meter socket to the residence.
- The Customer is responsible for his or her contractor's damages to Santee Cooper facilities. Any damage to Santee Cooper's facilities will be repaired or replaced at the customer's expense.
- Revenue Credits for service extensions are available for all-electric space conditioning, all-electric water heating, all-electric clothes dryers, and all-electric cooking. Please select the appliances that are all-electric. These revenue credits are valid for residential services less than 100 feet in length from the power source. The meter must be on the utility source side of the home.

- The Customer is responsible for locating and notifying Santee Cooper of customer-owned underground facilities. Santee Cooper will not be liable for any damage to such facilities or obstructions. However, it is understood that Santee Cooper will install its facilities in a safe and workmanlike manner in accordance with recognized engineering practices for such installations.

Please contact your local Retail Office and request the Engineer/Associate for your area. Be advised that under Santee Cooper's residential electric line extension policy, a charge for the electric service extension will be assessed and shall be due to Santee Cooper in advance of construction.

Applicable Revenue Credits: Issuance of revenue credits for declared appliances may require that the property be available for inspection upon request.

Select Meter Base type: 200A - All Electric 200A - Select Electric Items 320A - All Electric 320A - Select Electric Items

Select your Retail Office:

Select applicable Electric Items:

- \$118.35 Water Heater: Tankless Storage
- \$106.80 HVAC
- \$ 31.75 Clothes Dryer
- \$ 31.75 Stove

150.10 Total Credits
288.65 Fee for typical service (up to 100' from source)
138.55 Estimated fee due prior to construction

Service Length Fee for service > 100'
 Total fee due prior to construction

Check attached
 Apply Charges to existing account - Billing Address:
 Account #:
 Open Charge? (authorize any payment due to be charged to existing account.) Yes No
 No Payment due - Alternate Energy Fees paid under the Interim Line Extension Policy
 Customer Phone #: 843-236-4663
 Print Name: Forrest B Beverly
 Customer Signature:

For Santee Cooper Use Only

Customer payment required? Yes No
 Date CIAC Processed:
 Processed By:
 Actual Site-Ready Date:
 Premise #:
 Work Request #:
 Meter #:
 ACCEPTED BY: Santee Cooper
 Print Name:
 Title:
 This day of , 20

Bill Date: 11/30/2016
 Beverly Homes
 PO Box 512
 Conway SC 29528

Previous balance 36.40
 Payments received -36.40
 Electric Service Residential 23.57
 Total Charges \$ 23.57

You can now chat live online with a customer service representative during regular business hours. Look for the live chat icon on our homepage at www.santeecooper.com.

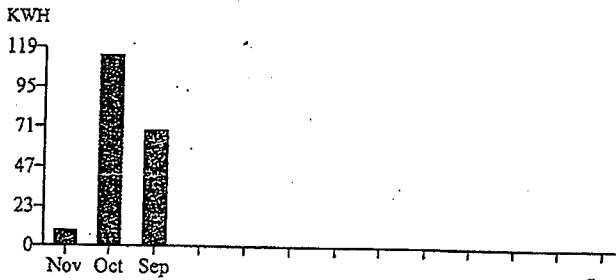
39 Gasparilla Cir Lot 4; Murrells Inlet, SC 29576

4 BV

TP-N from 11/1/16 through 11/29/16 for 29 days

Meter Number	Previous Meter Read		Current Meter Read		Usage / Consumption
	Date	Reading	Date	Reading	
IA3E74077	10/31/2016	183	11/29/2016	192	9 KWH

Usage At-A-Glance



Electric Service Residential - 11/01/16 to 11/29/16

Customer Charge 21.00
 Energy Charge 1.09
 Fuel Adjustment -0.05
 Demand Sales Adjustment -0.01
 Sales Tax 1.54
 Total New Charges \$23.57

paid
12/14/16
v 20326

AS



Important: This bill is due and payable on or before December 15, 2016. If payment in full is not received by the due date, a late charge of 2% of the unpaid balance, or 50 cents and applicable taxes - whichever is greater - will be added to the amount.
 * If your bill has a PAST DUE AMOUNT, your service may be subject to immediate suspension.

SANTEE COOPER
 PO BOX 188
 MONCK'S CORNER, SC 29461-0188

Power outage? Call (888) 769-7688
 Billing questions? Call (843) 651-1598
 Your Account Number:

*V11-08/04/2016

Visit our website at www.santeecooper.com

Exhibit: 12
 Wit: Beverly
 Date: 12-10-20
 Rep: Debbie Rayl

ELECTRONICALLY FILED - 2020 Dec 24 11:58 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
 ELECTRONICALLY FILED - 2021 Jan 13 11:57 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
 ELECTRONICALLY FILED - 2020 Mar 23 3:34 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

ELECTRONICALLY FILED - 2020 Dec 24 11:53 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED 12/23/2020 3:03 PM 53 AM - FOR OFFICIAL USE ONLY - COMMON PLEAS - CASE#2018CP2200824



Georgetown County
CERTIFICATE OF COMPLETION
ELECTRICAL SYSTEM ONLY

Date Issued: February 27, 2017

Date Expires: May 24, 2017

Building Permit Number: BLDG-8-15-21400

Lot # 4

Building Street Address: 39 GASPARILLA Drive #LOT 4
Murrells Inlet, SC 29576

Owner's Name: BEVERLY HOMES

Contractor: BEVERLY CONSTRUCTION GROUP, LLC

The electrical system for the above referenced building has been completed to the point that connection of electrical power to the building is authorized. Power is authorized until issuance of a Certificate of Occupancy by the Building Department.

This connection of electrical service is subject to the following requirement:

* There can be no occupancy of the structure until a certificate of occupancy is issued.

Failure to comply with the above requirement will result in immediate termination of electrical utilities without additional notice. A final inspection is required. A Certificate of Occupancy will not be issued until the final inspection has been passed. It is the contractor / owner / agent responsibility to call for the inspection.

THIS IS NOT A CERTIFICATE OF OCCUPANCY

I, Forest B Beverly being responsible for the above referenced structure understand and will abide by the requirements of this certificate.

I ALSO UNDERSTAND AND GIVE MY PERMISSION TO THE BUILDING OFFICIAL OF GEORGETOWN COUNTY TO HAVE THE APPROPRIATE ELECTRIC UTILITY TERMINATE ELECTRICAL POWER WITHOUT FURTHER NOTICE IF OCCUPANCY OF THE BUILDING OCCURS, OR NINETY (90) DAYS PASS WITHOUT SCHEDULING A FINAL INSPECTION.

Dated this day, 02/27/2017

[Signature]
Owner / Agent / Contractor

02/27/2017
Date

Michael Youngs
Building Official

02/27/2017
Date

Exhibit: 14
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

Exhibit: 16
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl



Certificate of Occupancy

Georgetown County
Building Department

Date Completed: 04/24/2017

THIS BUILDING IS CERTIFIED FOR HUMAN OCCUPANCY AS OF 04/24/2017

Owner	<u>BEVERLY HOMES</u>	Permit No.	<u>BLDG-8-16-21400</u>
Address	<u>9007 HIGHWAY 544 MYRTLE BEACH, SC 29588</u>	Permit Type	<u>Residential Building</u>
Project	<u>Bell Vue Subdivision</u>	Contractor	<u>BEVERLY CONSTRUCTION GROUP, LL</u>
Address	<u>39 GASPARILLA Drive #LOT 4 Murrells Inlet, SC 29576</u>	Fire Zone	<u>Murrells Inlet-Garden City Fire District</u>
Lot #	<u>4</u>	Block #	<u></u>
Occupancy Type	<u></u>	Construction Type	<u>Wood</u>
Proposed Use	<u>S/F RESIDENCE</u>		

THIS CERTIFICATE IS NOT A REPRESENTATION THAT THE BUILDING REFERRED TO IS IN COMPLIANCE WITH ANY ORDINANCE, CODE, REGULATION, LAW, OR STANDARD. GEORGETOWN COUNTY RESERVES THE RIGHT TO ENFORCE ANY VIOLATION OF ANY CODE, REGULATION, OR LAW EXISTING AS OF THE DATE OF THESE PRESENTS OR CREATED SUBSEQUENTLY THAT APPLIES TO THE BUILDING WHETHER KNOWN OR UNKNOWN TO THE GEORGETOWN COUNTY BUILDING AND ZONING DEPARTMENT.

[Signature]
Zoning Administrator 4-24-17
Date

[Signature]
Building Official 4-24-17
Date

VOID UNLESS SIGNED BY THE BUILDING OFFICIAL

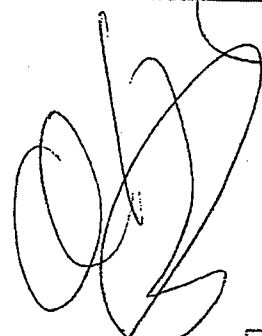
B&A Quality Construction
 258 ENCORE CIRCLE
 MYRTLE BEACH
 29579

INVOICE

Beverly HOMES
 PHONE 843 458 0037

Invoice # 0020646
 Invoice Date 01/18/2017
 Due Date 01/18/2017

Item	Description	Unit Price	Quantity	Amount
Service	Abaco cove lot 21 Installation siding 35 sq	150.00	35.00	5,250.00
Service	Abaco cove lot 21 installation ceiling 5 sq	125.00	5.00	625.00
Service	Lot 154 Collins creek Installation cúpula	1.00	250.00	250.00
Service	Belle vue lot 4 extra wrap Bins under house	1.00	500.00	500.00
Subtotal				6,625.00
Total				6,625.00
Amount Paid				0.00
Balance Due				\$6,625.00



PAID
 JAN 20 2017

#20751

Exhibit: 18
 Wit: Beverly
 Date: 12-10-20
 Rep: Debbie Rayl

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 ELECTRONICALLY FILED - 2021 Mar 23 9:34 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

Strand Engineering

INVOICE

215 Laurel Street
Conway, SC 29526
Phone (843) 488-1828

DATE:
7/30/2016

INVOICE #
16-501

Bill To:
Beverly Homes
9007 Hwy 544
Myrtle Beach, SC 29588

For:
Lot 4
Belle Vue
Murrell's Inlet, SC

DESCRIPTION	AMOUNT
Wind & Seismic Design	\$1,600.00
	# 1 86 9 7
	PAID AUG 05 2016
TOTAL	\$1,600.00

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ELECTRONICALLY FILED 2020 Nov 12 3:55 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

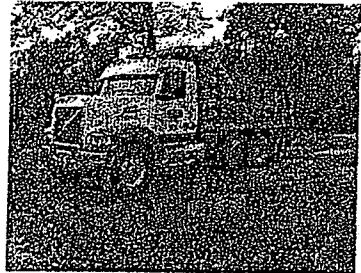
THANK YOU FOR YOUR BUSINESS!



Exhibit: 19
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

4 BV

FAITH LANDSCAPING LLC.
Faith Landscaping LLC.
7032 Hwy 134
Conway, SC 29527
(843)397-5752
tab.jan20@yahoo.com



BILL TO
Beverly Homes

Exhibit: 20
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1850	08/24/2016	\$8,850.00	09/03/2016	Net 10	

ACTIVITY	QUANTITY	RATE	AMOUNT
Material Stone Elms- fill dirt	1	125.00	125.00
Material Pine Needle Lot 93- fill dirt	3 ✓	150.00	450.00
Labor Grading	1 x	300.00	300.00
Barons Bluff Lot 204- fill dirt	5 ✓	125.00	625.00
Labor Grading	1 x	300.00	300.00
New Castle Lot 215- fill dirt	7 ✓	125.00	875.00
Labor Grading	1 x	300.00	300.00
New Castle Lot 192- fill dirt	4 ✓	125.00	500.00
Labor Grading	1 x	300.00	300.00
New Castle Lot 246- fill dirt	5 ✓	125.00	625.00
Labor Grading	1 x	300.00	300.00
TANGLEWOOD Lot 102- fill dirt	7 ✓	125.00	875.00
Labor Grading	1 x	300.00	300.00
Material Porters Bay Lot 4- fill dirt	1 ✓	125.00	125.00
Labor Belle Vue Lot 4- cleared graded and removed all debris	1 x	2,850.00	2,850.00

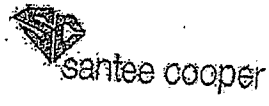
PAID
AUG 26 2016
1 8 9 9 6

\$ 8,850.00

ELECTRONICALLY FILED - 2020 Dec 24 11:58 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED - 2020 Mar 13 09:34 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

ELECTRONICALLY FILED - 2020 Mar 24 11:58 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED BY P2221-jap-130 Mar 23 9:34 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

Exhibit: 26
With Beverly
Date: 12-10-20
Rep: Debbie Rayl



TEMPORARY SERVICE REQUEST

<p>Please return to Santee Cooper's Retail Office in your area.</p> <p>Carolina Forest</p> <p>Mailing Address: Santee Cooper 3990 River Oaks Drive Myrtle Beach, SC 29579</p> <p>Phone: 843.946.5950 Fax: 843.903.1333</p>	<p>Service Time Frame</p> <ol style="list-style-type: none">1. Two (2) working days minimum required if only a meter and overhead service connection is needed. One (1) day if only a meter is needed.2. Ten (10) working days minimum required if installation of overhead service is needed (ie, wires, pole, transformer).3. Fourteen (14) working days minimum required if installation of underground service is needed (ie, cable, pad mount transformer).4. Fourteen (14) working days minimum required for rental lights.
--	---

Name of Account: Beverly Homes

<p>Mailing Address:</p> <p>Street: <u>P.O. Box 512</u></p> <p>City: <u>Conway</u> State: <u>SC</u> Zip: <u>29528</u></p> <p>Country: <u>Horry</u> UNITED STATES</p>	<p>Service Address:</p> <p>Street: <u>39 Gasparilla Cr.</u></p> <p>City: <u>Murrells Inlet</u> State: <u>SC</u> Zip: <u>29576</u></p>
---	---

E-mail: Lorraine@beverlyhomessc.com

Would you like to receive information on programs and services Santee Cooper offers via e-mail/mail? Yes No

Customer ID - The entity or individual whose number appears below will be responsible for all payments due on this account.

Federal ID No. _____

Social Security No. _____

Contact Name: Lorraine Crowe

Contact Phone: 843-236-4663

Are you a current or previous customer? Yes No

Phone Number: 843-236-4663
(between 8:00 a.m. - 5:00 p.m.)

Residential Commercial

New Construction (\$35.00*)

Clean-up, Reakers, etc. (\$15.00*)

*Indicates service charge to be included in your first bill.

Date Service Required: _____

Has inspection been completed? Yes No

Exact Service Location (provide directions, street address, lot number, name of apartment, subdivision, etc.):

SERVICE ADDRESS: 39 Gasparilla Cr.

LOT #: 4 **POWER PERMIT #:** 21400

SUBDIVISION: Belle Vue

I hereby apply to Santee Cooper for electric service in accordance with "Terms and Conditions" and applicable rate schedules which are on file at its offices.

<p>All meter hubs need to be properly marked (e.g., apt. #, lot #, street #, etc.). Santee Cooper is not responsible for marking meter hubs. The Customer/Contractor is responsible for proper identification on meter hubs. Meters will not be set in the meter hubs that are known to be incorrectly marked or not marked at all.</p>	<p>Print Name of Customer/Company Representative</p> <p><u>Rebecca Beverly</u></p>
	<p>Customer Representative's Signature</p> <p><u>Rebecca Beverly</u></p>