

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

SUBDIVISION AGREEMENT

AGREEMENT

WHEREAS, Section 6.20 of the Subdivision Ordinance for Lexington County provides for the approval of a Bonded Plat of a subdivision prior to Final Plat, and

WHEREAS, _____ (*Developer's Name (Individual, Partnership, or Corporation)*), hereinafter called the Developer, has provided surety to guarantee the completion of (*name of subdivision*) _____ to Lexington County Council as beneficiary, therefore:

This agreement is made this _____ day of _____, 20 _____, by and between _____ (*Developer's Name (Individual, Partnership, or Corporation)*), party (parties) of the first part, and the Lexington County Council, South Carolina, party of the second part, hereinafter called the Council.

WITNESSETH

In consideration of the approval by the Council through its designee, of the subdivision known as _____ (*Subdivision Name and Phase #*), the Developer, for himself and his heirs, legal representatives, assigns, or other successors in interest, agrees to construct and install all of the physical improvements shown on the approved plans and specifications, including all approved revisions, by the (*10-14 days prior to LOC expiration date*) _____ day of _____, 20 _____. Extensions of this completion date may be approved by the Public Works Director or their designee for no more than a total of three (3 years) from the date of this Agreement. Approval of any extension is in the sole discretion of the Public Works Director or designee. In this subdivision, physical improvements shall include the construction of any roads, water or sewer systems, and storm drainage systems.

The Developer further agrees to:

1. Notify the Public Works Department of Lexington County, two (2) days before the beginning of any road and/or storm drainage work.
2. Provide adequate supervision on the site at all times that construction or installation of required improvements is underway; have a responsible foreman or superintendent and one complete set of stamped approved plans, profiles and specifications, including any approved revisions thereof, available at the site at all times that work is performed.
3. Comply with all requirements of Lexington County, in order that roads and other improvements in dedicated rights-of-way will be approved by the County; to make prompt application upon completion of the required work, for approval by that Department.
4. Comply with bonding requirements of the Land Development Manual for Lexington County. Included therein is a provision for one reduction of the surety amount if approved in writing by the Public Works Director or their designee based on the completed infrastructure certified by the engineer of record. - In no case will the amount be reduced below 25% of the total cost of the infrastructure which is proposed to be maintained by Lexington County.

The parties hereto agree that approval of plans and specifications and any revisions thereof, and of completed construction, shall be by the County Administrator or his designee.

The undersigned warrants that this Agreement is made and executed pursuant to authority properly granted by the charter, bylaws and action of the Board of Directors of the Corporation.

In witness of all which the Developer has caused his name and/or seal to be affixed hereto, by _____ its Managing Member/President, and _____, its Secretary.

(Developer's name)
Corporation Name

(Seal)

Attest: _____ By: _____
Managing Member / President

**STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON**

I, _____, a Notary Public in and for the State aforesaid, do hereby certify that _____ and _____, managing partner/president and secretary respectively of the Developer's Name, whose names are signed to the foregoing, this day personally appeared before me in my State aforesaid and acknowledged their signatures affixed above, and the corporate seal as the genuine seal of the said corporation.

Given under my hand this ____ day of _____, 20 ____.

My Commission expires: _____

Notary Public

**LEXINGTON COUNTY COUNCIL
SOUTH CAROLINA**

In witness of which, the Council has caused this agreement to be executed on its behalf, and its seal affixed:

(Seal)

Attest _____ By: _____
Clerk to Council County Administrator

**STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON**

I, _____, a Notary Public in and for the state aforesaid, do hereby certify that _____ and _____ County Administrator and Clerk to Lexington County Council, respectively, whose names are signed to the foregoing, this day personally appeared before me in my State aforesaid and acknowledged their signatures affixed above, and the seal of said Council, as the genuine seal of said Council.

Given under my hand this ____ day of _____ of 20 ____.

My Commission expires: _____

Notary Public

CERTIFICATION

I _____, Attorney, do hereby certify that _____ *(Developer's name)* is legal owner of _____ *(Actual name and phase #)* on this _____ day of _____, 20____.
 (Subdivision)

Witness

Attorney

NOW, THEREFORE, the condition of this obligation is such that if the Developer shall perform all of the provisions of the foregoing Agreement specifically including the completion and approval of all required physical improvements by the specified date, then the corresponding surety is no longer required and may be cancelled; otherwise it is to remain in full force and effect until Final Plat approval or the surety will be collected by Lexington County Council prior to the expiration date of the surety.

Further provided that the Developer, by execution hereof, expressly waives any right to review and approve any revisions to the plans, and specifications referred to in the Agreement.

If out-of-State:

The afore signed developers, who do not reside in the State of South Carolina hereby irrevocably appoint as their agent for the acceptance of service of process in litigation arising out of this Agreement,

(Only if out of state) _____

and hereby acknowledge that service of process in a manner provided for by law upon such agent shall give a court of the State of South Carolina having jurisdiction over the subject matter of this Agreement, personal jurisdiction over the afore signed developers.