

Department of Engineering  
Tim Bryan, P.E., County Engineer

3137 South Liberty Street, Canton, MS 39046  
Office (601) 790-2525 FAX (601) 859-3430

MEMORANDUM

July 13, 2020

To: Sheila Jones, Supervisor, District I  
Trey Baxter, Supervisor, District II  
Gerald Steen, Supervisor, District III  
Karl Banks, Supervisor, District IV  
Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E., PTOE  
County Engineer

Re: Final Plat/Letter of Credit  
The Shores at Caroline, Phase 2B

The Engineering Department recommends the approval of The Shores at Caroline, Phase 2B Final Plat and this Irrevocable Letter of Credit which is attached.

SHEILA JONES  
District One

TREY BAXTER  
District Two

GERALD STEEN  
District Three

KARL BANKS  
District Four

PAUL GRIFFIN  
District Five

**THE SHORES AT CAROLINE, PHASE 2B**  
 SITUATED IN THE SOUTH 1/2 OF SECTION 2, T8N-R1E,  
 MADISON COUNTY, MISSISSIPPI

OWNER AND DEVELOPER OF PHASE

I, **THE SHORES AT CAROLINE, PHASE 2B, INC.**, a Mississippi limited liability corporation, do hereby certify that the following is a true and correct copy of the subdivision plat for the above described property, as shown on the attached plat, and that the same is true and correct to the best of my knowledge and belief. The plat is filed in the public records of the Madison County, Mississippi, Clerk's Office, and is available for public inspection.

DATE OF RECORDING: \_\_\_\_\_  
 BY: \_\_\_\_\_, Secretary

**SUBJECT'S SIGNATURE OF CONTRACTOR**  
**NAME OF CONTRACTOR**  
 I, \_\_\_\_\_, do hereby certify that the above described property is being subdivided for the purposes of residential development, and that the same is being subdivided in accordance with the provisions of the Mississippi Subdivision Control Act, Chapter 179, Mississippi Code, and that the subdivision plat is a true and correct copy of the same.

**AGENT'S SIGNATURE OF SURVEYOR**  
**NAME OF SURVEYOR**  
 I, \_\_\_\_\_, do hereby certify that the above described property is being subdivided for the purposes of residential development, and that the same is being subdivided in accordance with the provisions of the Mississippi Subdivision Control Act, Chapter 179, Mississippi Code, and that the subdivision plat is a true and correct copy of the same.

**OWNER'S SIGNATURE OF DEVELOPER**  
 I, \_\_\_\_\_, do hereby certify that the above described property is being subdivided for the purposes of residential development, and that the same is being subdivided in accordance with the provisions of the Mississippi Subdivision Control Act, Chapter 179, Mississippi Code, and that the subdivision plat is a true and correct copy of the same.

**OWNER'S SIGNATURE OF CONTRACTOR**  
 I, \_\_\_\_\_, do hereby certify that the above described property is being subdivided for the purposes of residential development, and that the same is being subdivided in accordance with the provisions of the Mississippi Subdivision Control Act, Chapter 179, Mississippi Code, and that the subdivision plat is a true and correct copy of the same.

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 I, \_\_\_\_\_, do hereby certify that the above described property is being subdivided for the purposes of residential development, and that the same is being subdivided in accordance with the provisions of the Mississippi Subdivision Control Act, Chapter 179, Mississippi Code, and that the subdivision plat is a true and correct copy of the same.

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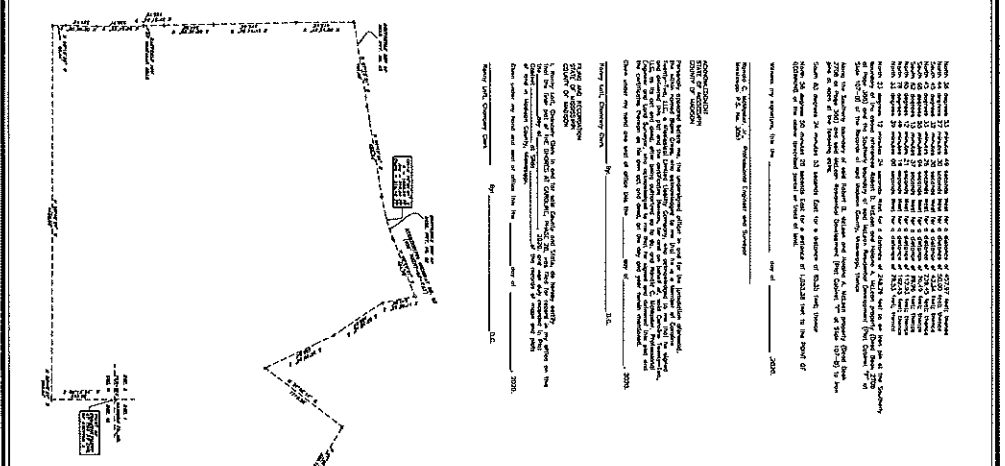
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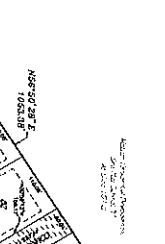
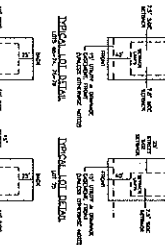
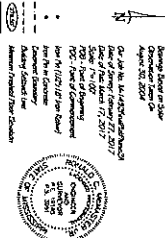
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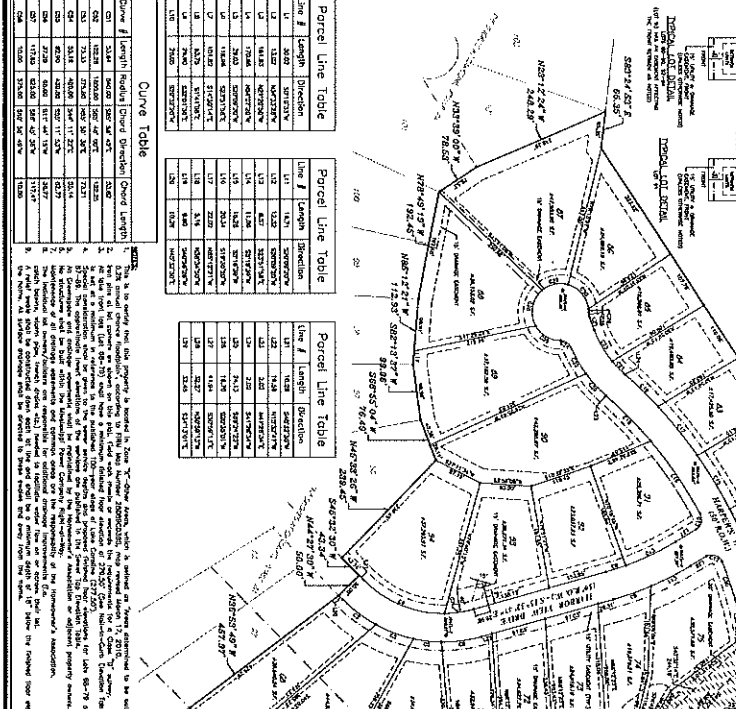
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**THE SHORES AT CAROLINE, PHASE 2B**  
 SITUATED IN THE SOUTH 1/2 OF SECTION 2, T8N-R1E,  
 MADISON COUNTY, MISSISSIPPI

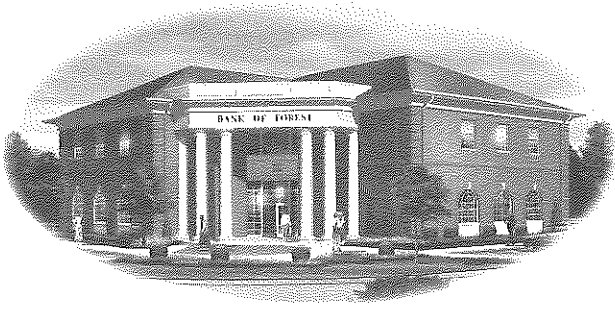


Curve #	Length	Radius	Chord Dimension	Chord Length
C1	181.21	120.71	142' 30" 45"	182.24
C2	72.24	200.20	127' 06" 01"	124.24
C3	72.24	200.20	127' 06" 01"	124.24
C4	181.21	120.71	142' 30" 45"	182.24
C5	181.21	120.71	142' 30" 45"	182.24
C6	181.21	120.71	142' 30" 45"	182.24
C7	181.21	120.71	142' 30" 45"	182.24
C8	181.21	120.71	142' 30" 45"	182.24
C9	181.21	120.71	142' 30" 45"	182.24
C10	181.21	120.71	142' 30" 45"	182.24
C11	181.21	120.71	142' 30" 45"	182.24
C12	181.21	120.71	142' 30" 45"	182.24
C13	181.21	120.71	142' 30" 45"	182.24
C14	181.21	120.71	142' 30" 45"	182.24
C15	181.21	120.71	142' 30" 45"	182.24
C16	181.21	120.71	142' 30" 45"	182.24
C17	181.21	120.71	142' 30" 45"	182.24
C18	181.21	120.71	142' 30" 45"	182.24
C19	181.21	120.71	142' 30" 45"	182.24
C20	181.21	120.71	142' 30" 45"	182.24
C21	181.21	120.71	142' 30" 45"	182.24
C22	181.21	120.71	142' 30" 45"	182.24
C23	181.21	120.71	142' 30" 45"	182.24
C24	181.21	120.71	142' 30" 45"	182.24
C25	181.21	120.71	142' 30" 45"	182.24
C26	181.21	120.71	142' 30" 45"	182.24
C27	181.21	120.71	142' 30" 45"	182.24
C28	181.21	120.71	142' 30" 45"	182.24
C29	181.21	120.71	142' 30" 45"	182.24
C30	181.21	120.71	142' 30" 45"	182.24



Line #	Length	Bearing
L1	120.71	N89°52'30"W
L2	120.71	N89°52'30"W
L3	120.71	N89°52'30"W
L4	120.71	N89°52'30"W
L5	120.71	N89°52'30"W
L6	120.71	N89°52'30"W
L7	120.71	N89°52'30"W
L8	120.71	N89°52'30"W
L9	120.71	N89°52'30"W
L10	120.71	N89°52'30"W
L11	120.71	N89°52'30"W
L12	120.71	N89°52'30"W
L13	120.71	N89°52'30"W
L14	120.71	N89°52'30"W
L15	120.71	N89°52'30"W
L16	120.71	N89°52'30"W
L17	120.71	N89°52'30"W
L18	120.71	N89°52'30"W
L19	120.71	N89°52'30"W
L20	120.71	N89°52'30"W
L21	120.71	N89°52'30"W
L22	120.71	N89°52'30"W
L23	120.71	N89°52'30"W
L24	120.71	N89°52'30"W
L25	120.71	N89°52'30"W
L26	120.71	N89°52'30"W
L27	120.71	N89°52'30"W
L28	120.71	N89°52'30"W
L29	120.71	N89°52'30"W
L30	120.71	N89°52'30"W
L31	120.71	N89°52'30"W
L32	120.71	N89°52'30"W
L33	120.71	N89°52'30"W
L34	120.71	N89°52'30"W
L35	120.71	N89°52'30"W
L36	120.71	N89°52'30"W
L37	120.71	N89°52'30"W
L38	120.71	N89°52'30"W
L39	120.71	N89°52'30"W
L40	120.71	N89°52'30"W
L41	120.71	N89°52'30"W
L42	120.71	N89°52'30"W
L43	120.71	N89°52'30"W
L44	120.71	N89°52'30"W
L45	120.71	N89°52'30"W
L46	120.71	N89°52'30"W
L47	120.71	N89°52'30"W
L48	120.71	N89°52'30"W
L49	120.71	N89°52'30"W
L50	120.71	N89°52'30"W
L51	120.71	N89°52'30"W
L52	120.71	N89°52'30"W
L53	120.71	N89°52'30"W
L54	120.71	N89°52'30"W
L55	120.71	N89°52'30"W
L56	120.71	N89°52'30"W
L57	120.71	N89°52'30"W
L58	120.71	N89°52'30"W
L59	120.71	N89°52'30"W
L60	120.71	N89°52'30"W

**NOTES:**  
 1. This is an ordinary plat and property is bounded by Town "R" - other lines, which is situated on "Three" designated to be section 2.  
 2. The total area of this plat is 180.00 acres, more or less, as shown on the plat.  
 3. The plat is subject to all laws, ordinances, rules and regulations of the Madison County Board of Supervisors, the State of Mississippi, and the Federal Government.  
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1698 OLD FANNIN ROAD • FLOWOOD, MISSISSIPPI 39232  
601-992-7119 • FAX: 601-992-7916

**IRREVOCABLE STANDBY LETTER OF CREDIT NO: 191**

**BENEFICIARY:**

**Madison County Board of Supervisors  
146 West Center Street  
Canton, MS 39046**

**BORROWER:**

**Caroline Twenty Two LLC  
P.O. Box 1260  
Ridgeland, MS 39158**

**AMOUNT: \$65,079.00**

**EXPIRATION: June 30, 2021**

**DATE: June 30, 2020**

**Gentleman:**

We hereby establish this Irrevocable Letter of Credit No. 191 in favor of the aforesaid addressee ("Beneficiary") for drawing up to \$65,079.00 U.S. Dollars effective immediately and expiring at our office at 1698 Old Fannin Road, Flowood, MS 39232 with our close of business on June 30, 2021, but such expiration date shall be automatically extended for a period of one (1) year on June 30, 2021, and each successive expiration date, unless, at least ninety (90) days before the current expiration date, we notify you and the above named borrower that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the letter of credit shall be available upon presentment of your sight draft within the last ninety (90) days of the then current term. All drafts and accompanying statements or documents must be presented to Bank of Forest at the address provided below on or before that time (the "Expiration Date").

This Irrevocable Letter of Credit No. 191 in favor of the aforesaid addressee ("beneficiary") for \$65,079.00 is specifically assigned to the installation of final wearing surface in the development of The Shores, Phase 2B.

The right to draw under this letter of credit shall be nontransferable except that for purposes of this letter of credit, the term "Beneficiary" shall include any successor by operation of law of the named Beneficiary, including, without limitation, any receiver, rehabilitator, conservator or liquidator of such Beneficiary. When the presenter is a permitted transferee, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

We hereby undertake to promptly honor drafts submitted by Beneficiary for all or any part of this Letter of Credit if presented at our office at 1698 Old Fannin Road, Flowood, MS 39232 on or before the Expiration Date. Beneficiary shall submit to Bank of Forest a written signed and dated statement provided by a representative of Beneficiary stating that Borrower is in default of its agreement/ obligations to Beneficiary and/or the Letter of Credit will expire in less than 90 days and has not been extended.

Upon Bank of Forest honor of such drafts, Bank of Forest shall be fully discharged of its obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Bank of Forest for any amount paid under this Letter of Credit once Bank of Forest has honored any draft or other document which complies strictly with this Letter of Credit and which on its face appears otherwise in order but which is signed, issued or presented by party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Bank of Forest makes no representations as to the correctness of

the amount demanded and Bank of Forest shall not be liable to Beneficiary or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment . By presenting upon Bank of Forest or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Bank of Forest any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

All drafts must be marked "**DRAWN UNDER Bank of Forest IRREVOCABLE LETTER OF CREDIT NO. 191 DATED June 30, 2020,** and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Bank of Forest honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Bank of Forest shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon, in the alternative and in its sole discretion, Bank of Forest may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

This Letter of Credit will be governed by federal law applicable to Bank of Forest and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Letter of Credit has been accepted by Bank of Forest in the State of Mississippi.

Very truly yours,

Bank of Forest

By: Alan N. Stringer  
Alan N. Stringer  
President - Flowood