

MAINTENANCE GUARANTEE

STATE OF SOUTH CAROLINA)
) COLLATERAL ASSIGNMENT
COUNTY OF SUMTER)

WHEREAS, the Developer has submitted a Preliminary Plat for **Stafford Meadows Phase IV, 31 Lots dated July 25, 2018** prepared by **Louis W. Tisdale, Professional Land Surveyor**, for residential lots situated in the City of Sumter, County and State aforesaid; and

WHEREAS, the Developer has completed the streets and infrastructure improvements and has satisfied the requirements of the Subdivision Ordinance pertaining to the design of the said improvements; and

WHEREAS, the Sumter City Planning Commission meeting, did grant final approval for **Stafford Meadows Phase IV, 31 Lots**, and does hereby further recommend to the Mayor/Administrator and City Council that the City accept from the Developer a Maintenance Guarantee to insure that the proper workmanship and materials were in fact used in said improvements;

NOW, THEREFORE, as collateral security for the maintenance by the Developer of the roads infrastructure improvements as shown on the Preliminary Plat for **Stafford Meadows Phase IV, 31 Lots**, the Developer does hereby assign set over unto the City of Sumter, and irrevocable Letter of Credit in the Sum of **Thirty five thousand seven hundred eighty eight dollars and 80 cents (\$35,788.80)** under and pursuant to the following terms:

1. Representations by the Developer:

The Developer represents to the City of Sumter that:

(A) For a period of two years from the date of acceptance by the City of the roads and infrastructure improvements, the said improvements will not fail due to the manner of construction the workmanship involved in the construction, or the materials used in the construction of the said improvements.

(B) The City Engineer shall exercise the sole discretion to determine if a failure has occurred in the roads or infrastructure.

(C) The City Engineer shall exercise the sole discretion to determine if the said failure occurred due to deficiencies associated with the manner of construction, or materials used in the construction of the said materials.

2. Default:

If for any reason within the time limit established in this Agreement, the Developer upon written notice given sixty (60) days in advance by the City Engineer, does not complete the noted repairs to the road and infrastructure improvements required by the City, the following conditions shall prevail:

(A) The City of Sumter, shall have the sole discretion to determine if a default has occurred under the terms of this Agreement;

(B) In the event the Developer fails to correct the deficiencies requiring repairs to the roads and infrastructure improvements during the specific time allotted, and in conformity with the Engineering Standards of the City, The Maintenance Guarantee as expressed through the Irrevocable Letter of Credit forfeited to the City.

(C) In the event of a default, the City of Sumter reserves the exclusive right to determine who may be retained to complete the required corrections to the roads and infrastructure system of **Stafford Meadows Phase IV, 31 Lots.**

(D) Any excess funds over and above those needed to complete the corrections noted by the City Engineer shall be refunded to the Developer. The Determination of such excess is to be under the sole discretion of the City of Sumter.

IN WITNESS WHEREOF, Stafford Meadows Phase IV, has caused these presents to be executed in its name by its duly authorized Developer this 24th day of July, 2018 .

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**

Carney Hendricks
(L.S.)

C. J. Dunlap, Jr.
(L.S.)

DUNLAP PROPERTIES, LP

BY: Tyler B. Dunlap, Jr.
TYLER B. DUNLAP, JR.
ITS: DEVELOPER

Accepted this _____ day of _____, 2018 .

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**

CITY OF SUMTER

(L.S.)

BY:_____

ITS:_____

(L.S.)

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER) PROBATE

_____PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **City of Sumter** by _____, Its _____ sign, seal and as its Act and Deed, deliver the within written Maintenance Guarantee; and that he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this _____
Day of _____, 2018

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:_____

STATE OF SOUTH CAROLINA

DEED OF DEDICATION

COUNTY OF SUMTER

Know all men by these presents, that Dunlap Properties Limited Partnership, hereinafter referred to as the Grantor, for and in consideration of the sum of Five and No/100s (\$5.00) Dollars and as a Deed of Dedication, to it in hand paid by the City of Sumter, a body politic and political subdivision of the County of Sumter, State of South Carolina, hereinafter referred to as the Grantee, in the State aforesaid, (the receipt of which is hereby acknowledged) has granted, bargained, sold and released, and by these presents does grant, sell and release unto the said Grantee and its successors and assigns, in fee simple, all of the following described property, to wit:

All that certain piece, parcel, streets, roads and tract of land situate, lying and being in the City and County of Sumter, State of South Carolina identified as a right of way containing 1.44 acres, more or less, and shown as Moseley Drive being more fully shown on a plat thereof prepared by Louis W. Tisdale, R.L.S. dated July 3, 2018 and recorded in Plat Book 2018 at page 148, records of Sumter County. Said Moseley Drive having such measurements and boundaries as are shown on said plat.

Aforesaid Plat is specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the metes, bounds, courses and distances of the property concerned herein. This description is in lieu of metes and bounds, as permitted by law under Section 30-5-250 of the 1976 Code of Laws of South Carolina, As Amended. Be all measurements a little more or a little less and according to said plat.

Also conveyed hereby is all of the Grantor's right, title and interest in the water and sanitary sewer systems, storm drainage lines, catch basins, junction boxes, road pavement and curbing installed within the right of way of the aforesaid roadway and within easements as shown on the aforesaid recorded plat of Stafford Meadows, Phase IV, and a non-exclusive right of access and use of all such drainage and utility easements.

The physical description and geometric layout of the water and sewer systems, storm drain lines, catch basins, junction boxes, road pavement and curbing are illustrated on the record as built plans and reports filed at the City Engineer's Office. These plans and reports shall be incorporated herein by reference and made a part and parcel hereof and should be referred to for a more complete and accurate description of the infrastructure being conveyed from Grantor to the Grantee.

This road/street being a part of the same property conveyed to Dunlap Properties Limited Partnership by deed of Knowlton Properties, LLC dated March 28, 2012 and recorded on March 29, 2012 in Deed Book 1169 at page 46, records of Sumter County.

TOGETHER with all and singular the Rights, Members, Hereditments, and Appurtenances of said Premises belonging, or in anywise incident or appertaining,

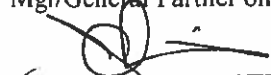
TO HAVE AND HOLD, all and singular the said premises before mentioned, unto the City of Sumter, a body politic and political subdivision of the County of Sumter, State of South Carolina, and its successors and assigns forever.

And it does hereby bind itself and its, successors and assigns, to warrant and forever defend all and singular the said premises unto the Grantee and its successors and assigns,

against Grantor and its successors and assigns, and against all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in it's name by Dunlap Properties Limited Partnership by TBD Group, LLC by Tyler B. Dunlap, Jr., its

Mgr/General Partner on July 18, 2018.



Witness



Witness

Dunlap Properties Limited Partnership



By: TBD Group, LLC by Tyler B. Dunlap, Jr.-
its Mgr/Gen. Partner

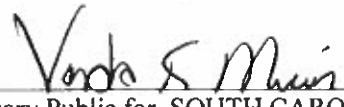
STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF SUMTER

The undersigned Notary Public for the State of SOUTH CAROLINA does herewith certify that he/she saw the above named Dunlap Properties Limited Partnership by TBD Group, LLC by Tyler B. Dunlap, Jr. its Mgr/Gen. Partner, who has/have properly identified him/her or themselves to him/her, and did sign, execute and deliver the herein document for the uses and purposes set forth therein, freely and voluntarily on July 18, 2018.

(affix seal)
(here)



Notary Public for SOUTH CAROLINA
My Comm. expires: 4-30-23

Return to: Rickenbaker & Mociun, LLC

Grantees Address: P.O. Box 1449
Sumter, SC 29151

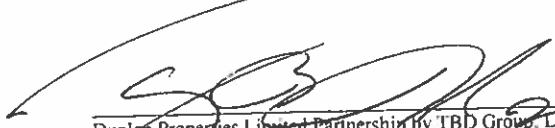
COUNTY OF SUMTER

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

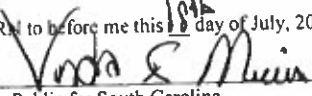
- 1. I have read the information on this Affidavit and I understand such information.
- 2. The property being transferred is shown on PB 2018 p 148 and bearing Sumter County Tax Map Number: 184-00-01-010(P), was transferred by Grantor on the date set forth herein to Grantee.
- 3. Check one of the following: The Deed is
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the equity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - X (c) exempt from the deed recording fee because transfer to governmental entity. (If exempt please skip to items 4-7 and go to item 8 of this affidavit).

If exempt under exemption #14 as described in the information section of this Affidavit, did the Agent and the Principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check YES or NO.

- 4. Check one of the following if either item 3 (a) or item 3 (b) above has been checked (see information section of this affidavit).
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of .
 - (b) The fee is computed on the fair market value of the realty which is .
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is .
- 5. Check YES or NO to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES" the amount of the outstanding balance of this lien or encumbrance is: .
- 6. The deed recording fee is computed as follows:
 - (a) Place amount listed in item 4 above, here: .
 - (b) Place the amount listed in item 5 above here .
 - (If no amount is listed, place Zero here
 - (c) Subtract Line 6 (b) from Line 6 (a) and place result here: .
- 7. The deed recording fee due is based on the amount listed in Line 6 (c) above and the deed recording fee due is: .
- 8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
- 9. I understand that a person required to furnish this Affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



 Dunlap Properties Limited Partnership by TBD Group, LLC by Tyler B. Dunlap, Jr. Its Mgr/G.P.
 Responsible Person Connected with this Transaction

SWORN to before me this 18th day of July, 2018.


 Notary Public for South Carolina
 My Commission Expires: 4-30-23.

Information

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provision of the law.

Exempted from the fee are debts:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts; (3) that are otherwise exempted under the laws and Constitution of the State or of the United States.
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A).
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interest in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary in interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner of from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouse and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contribution under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and, (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with fund of the principle, provide that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company in which is subject to a regulation under the Federal Power Act (16 U.S.C. Section 791(a) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

STATE OF SOUTH CAROLINA

OWNER'S AFFIDAVIT

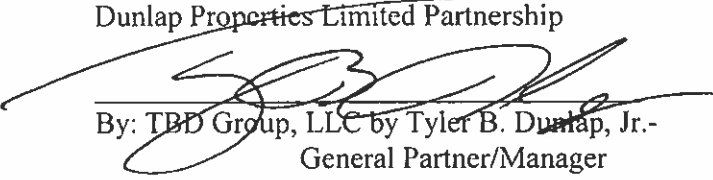
COUNTY OF SUMTER

Now comes the undersigned, Dunlap Properties Limited Partnership, the Owner of the property described in the attached Legal Description, Exhibit "A", hereby certifies the following:

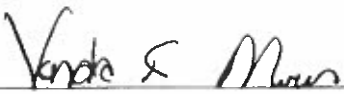
1. That the roads and streets described in the attached Exhibit "A" shown on plat recorded in plat book 2018 at page 148, records of Sumter county, have been fully and completely constructed in accordance with the requirements of the City and County of Sumter, State of South Carolina and are ready for dedication.
2. That the the roads and streets described in the attached Exhibit "A" are owned by the undersigned free and clear of any liens or claims and free of any restriction that would prevent the said Owner from conveying same by deed of dedication to the City of Sumter.
3. That this affidavit is made for the purpose of inducing the City of Sumter to accept the deed of dedication to the roads and streets described in the attached Exhibit "A".

Witness the hand and seal of the undersigned Owner on July 18, 2018 at Sumter, South Carolina.

Dunlap Properties Limited Partnership


By: TBD Group, LLC by Tyler B. Dunlap, Jr.-
General Partner/Manager

Sworn to before me this 18th day of July, 2018.


Notary Public for South Carolina
My Commission expires:4-30-23

Legal Description-Exhibit "A"

All that certain piece, parcel and lot of land with improvements thereon situate, lying and being in the County of Sumter, State of South Carolina **containing 1.4 acres, more or less**, as shown as right of way of Moseley Drive of Stafford Meadows Subdivision Phase IV and being more fully shown on a plat prepared by Louis W. Tisdale, R.L.S. dated July 3, 2018 and recorded in plat book 2018 at page 148, records of Sumter County. Said streets and/or roads having such boundaries and measurements as will appear by reference to said plat above referred.

Aforesaid Plat is specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the metes, bounds, courses and distances of the property concerned herein. This description is in lieu of metes and bounds, as permitted by law under Section 30-5-250 of the 1976 Code of Laws of South Carolina, As Amended. Be all measurements a little more or a little less and according to said plat.

TITLE CERTIFICATE
PREPARED FOR
THE CITY OF SUMTER

This is to certify that an examination of the record of title of real estate, situate, lying and being in the City of Sumter, County of Sumter, State of South Carolina as more fully described as:

All those certain pieces, parcels and tracts of land situate in the County of Sumter, State of South Carolina located in Stafford Meadows Subdivision, Phase IV, identified as Moseley Drive and with varying rights of way at each intersection, all as shown on plat thereof prepared by Louis W. Tisdale, R.L.S. dated July 3, 2018 and recorded in Plat Book 2018 at page 148, records of Sumter County. Said road and street rights of way containing 1.44 acres, more or less and according to said plat.

Aforesaid Plat is specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the metes, bounds, courses and distances of the property concerned herein. This description is in lieu of metes and bounds, as permitted by law under Section 30-5-250 of the 1976 Code of Laws of South Carolina, As Amended. Be all measurements a little more or a little less and according to said plat.

Said property has been examined for a period of fifty (50) years prior to July 10, 2018 at 8:30 A.M.. According to the general indexes on file in the County of Sumter, State of South Carolina, I/we find that said records indicate fee title to same to be in the name of Pinnacle Properties of Sumter, LLC , subject, however, to the liens, objections, and exceptions hereinafter set out.

LIENS-OBJECTIONS-EXCEPTIONS

All questions with reference to the following are hereby expressly excepted from this Certificate:

- (A) Such statement of facts as would be disclosed by an accurate survey or visual inspection of the property.
- (B) Adverse claims of tenants in possession.
- (C) Claims for liens for labor or materials, furnished for the improvements on said property, unrecorded as of the date of title certification.
- (D) Items of personalty used in conjunction with, or attached to the realty, where not indexed upon the deed records.
- (E) All easements and rights of way where not shown of record.
- (F) All zoning ordinances and regulations, State, federal, municipal or county.
- (G) All taxes are paid, except City and County taxes for the year 2016 and future years. We make no representations or certifications regarding roll-back taxes as provided under Tittle 12, South Carolina Code of Laws, as Amended, including Sect. 12-43-220 and others.
- (H) I/WE do not certify to correctness of property lines or surveys, or statements of acreage.

(I)

No certification is made as to any environmental protection lien, federal or state, including SC Statute Sec. 48-1-10 through 48-1-350, Code of Laws of South Carolina, As Amended, except for such liens, if any, as have been filed in the Office of the Register of Deeds of Sumter County, South Carolina.

(J)

Easements, rights of way and restrictive covenants recorded in book 1199 at page 71 and book 1192 at page 1138 and book 1194 at page 1144 and book 1195 at page 1768, records of Sumter County.

Given under my hand and seal on July 18,, 2018.

Rickenbaker & Mociun, LLC

By: Vonda K. Mociun
Vonda K. Mociun, Attorney

Issuer	
Name	Synovus Bank
Address	1148 Broadway Columbus, GA 31901
Beneficiary	Customer
Name	City of Sumter
Address	P.O. Box 1449 Sumter, SC 29151
Name	DUNLAP PROPERTIES LIMITED PARTNERSHIP
Address	1770 CAMDEN HWY SUMTER, SC 291530000

Date: 08/07/2018

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 1655891634

To the above named Beneficiary:

For the account of our Customer identified above, we (the Issuer) hereby issue and establish this Irrevocable Standby Letter of Credit (the "Letter of Credit") in your favor for an amount or amounts not exceeding \$ 35,788.80 U.S. Dollars in the aggregate (the "Credit Amount"). These funds shall be available to you upon your presentation of drafts drawn on us at sight, accompanied by any written certificates or documents indicated below.

Presentation of such drafts shall be made during regular business hours, on or prior to 08/07/2020 (the "Expiration Date") hereof, at our office located at the Issuer address above indicated or at such other address as we may specify in written notice to you (the "Presentment Address"). Drafts drawn and presented hereunder and in compliance with the terms and conditions hereof will be duly honored by us with our own funds.

I. DRAWINGS

Partial drawings of funds hereunder are [] permitted [] not permitted. If permitted, partial drawings made and honored shall correspondingly reduce (and shall not in the aggregate exceed) the Credit Amount stated above.

Each draft must specify its dollar amount and state on its face that it is "DRAWN UNDER Synovus Bank IRREVOCABLE STANDBY LETTER OF CREDIT NO. 1655891634 DATED 08/07/2018." Each draft must be accompanied by any additional documentation specified below, all duly executed and in form and content satisfactory to us.

In the case of a final drawing that extinguishes the Credit Amount or any remaining balance thereof, the draft must be accompanied by the original of this Letter of Credit. (In the case of drafts for permitted partial drawings prior to said final drawing, each such draft [] must be [] need not be accompanied by this Letter of Credit.)

The following additional documentation must be delivered to us at the Presentment Address contemporaneously with each draft presented by you:

City of Sumter's signed written statement that DUNLAP PROPERTIES LIMITED PARTNERSHIP has failed to comply with the terms and conditions and is in default, along with copies of all unpaid invoices.

2. EXPIRATION DATE

This Letter of Credit shall expire on the earlier of (a) our close of business on 08/07/2020, or (b) the day on which the Credit Amount is reduced to zero by drawings hereon made and honored. Upon such expiration, we shall be fully discharged of all obligations hereunder and you shall surrender this Letter of Credit to us for cancellation.

3. TRANSFERABILITY

This Letter of Credit is non-transferable, and no valid transfer or assignment hereof shall be authorized or permitted.

This Letter of Credit may be transferred in its entirety but not in part, upon your delivering to us your prior written notice of the intended transfer and payment of our transfer fee. In the event of such transfer, and at all times after the date thereof, (a) the transferee shall be deemed the sole Beneficiary for all purposes hereof and we shall have no further obligation or responsibility to you (as the original Beneficiary) hereunder; and (b) the words "you" and "your", wherever used herein, shall mean and refer to the transferee.

4. COMPLIANCE

You alone shall be responsible for the correctness of the amount and timeliness of each drawing, for the proper application and disbursements of the amounts drawn hereunder, and for your compliance with the provisions hereof. Neither you nor any other person shall have any recourse against us for any amount paid by us in good faith hereunder pursuant to any draft or documentation which fully complies with the terms hereof, or which on its face appears otherwise in order but proves to be erroneous, forged, fraudulent, invalid or insufficient in any respect, in the absence of gross negligence or willful misconduct on our part. Under no circumstances shall we be held responsible for any impossibility or difficulty in your achieving strict compliance with the requirements hereof precisely as stated herein.

5. DISHONOR

We reserve the right to dishonor any draft which does not strictly comply with the requirements hereof. In no event shall we be precluded from relying upon any reason for dishonor of a draft given by us in a communication received by you (or by the presenter of the draft) within a reasonable time not exceeding seven (7) Business Days after the draft and all required accompaniments are presented to and received by us (the "Seven-Day Period"). We shall be entitled to rely upon any such reason without regard to either (a) the timing of any presentment made before the Expiration Date, or (b) the timing during the Seven-Day Period of any preliminary communication(s) from us concerning any dishonor decision or reason for dishonor. For any such reason so given by us within the Seven-Day Period, we shall conclusively be deemed to have met the timing requirements imposed by the *International Standby Practices* published by the International Chamber of Commerce (the "ISP98"). The Expiration Date shall not be extended to accommodate a presentment made less than seven (7) Business Days prior to the Expiration Date, and you shall not be entitled to submit a draft or any documents in support of a drawing after the Expiration Date. In no event shall we be required to communicate a dishonor decision or our reasons for such decision prior to or at any time less than the Seven-Day Period.

6. APPLICABLE LAW; JURISDICTION

This Letter of Credit is subject to ISP98, which is made a part hereof by this reference; and to the extent not inconsistent with ISP98, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of Georgia, U.S.A.

For purposes of any litigation which might arise hereunder, your acceptance of this Letter of Credit shall constitute your consent to the jurisdiction and venue of any court of competent jurisdiction in the judicial circuit or district of the Presentment Address location, and your agreement to institute no such litigation elsewhere.

7. RECORD RETENTION

Customer acknowledges and agrees that Issuer may from time to time retain information about Customer and documents Customer signs, including, but not limited to, this Letter of Credit and documents related to this Letter of Credit (collectively, the "documents") electronically (such as in optical, digital or other electronic storage and retrieval system) and destroy the original documents. Issuer and Customer agree and intend that any copy of any document produced by Issuer from the electronic media shall have the same legal force and effect as the original documents for all purposes and in all circumstances, including, but not limited to, collection, admissibility, authentication, or any other legal purpose.

8. MISCELLANEOUS

If by mistake or inadvertence, or for any other reason, any funds in excess of the Credit Amount at the time available are paid by us and received by you, you shall promptly refund the full amount of such excess to us.

None of the provisions of the Letter of Credit shall be deemed waived by any failure on our part to require strict compliance therewith.

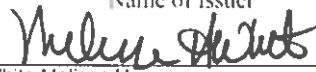
If and in the event that any portion or provision hereof is adjudged invalid or unenforceable by any court or governmental agency having jurisdiction in the matter, and notwithstanding any provisions hereof to the contrary, this Letter of Credit shall be deemed null and void ab initio and both of us shall be restored to our respective formerly occupied conditions as though this Letter of Credit were never issued.

Yours very truly,

Synovus Bank

Name of Issuer

By:


White, Melissa H

Title: Authorized Signer

By: _____

Title: _____



LOCATION MAP

BASE OF BEARING



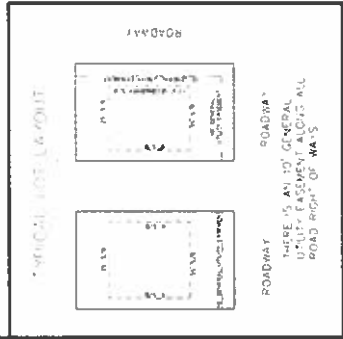
Table with 2 columns: 'NO.' and 'DESCRIPTION'. It lists various survey points and bearings.

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NOTES: 1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1968 AND THE SURVEYING REGULATIONS OF 1974. 2. ALL DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF. 3. ALL BEARINGS ARE GIVEN IN DEGREES, MINUTES AND SECONDS. 4. THE AREA SHOWN ON THIS PLAN IS SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS OF RECORD. 5. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY ADJACENT CLAIMS OR INTERESTS. 6. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY ADJACENT CLAIMS OR INTERESTS. 7. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY ADJACENT CLAIMS OR INTERESTS. 8. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY ADJACENT CLAIMS OR INTERESTS. 9. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY ADJACENT CLAIMS OR INTERESTS. 10. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY ADJACENT CLAIMS OR INTERESTS.

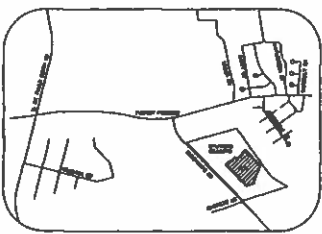


**STAFFORD MEADOWS
PHASE IV, 31 LOTS**
SITUATE IN SUMNER TOWNSHIP, COUNTY OF SUITEK,
STATE OF SOUTH CAROLINA.
PLAN PREPARED AT THE REQUEST OF DUNLAP PROPERTIES LIMITED
PARTNERSHIP
PORTION OF TWS# 132 (9)00-040



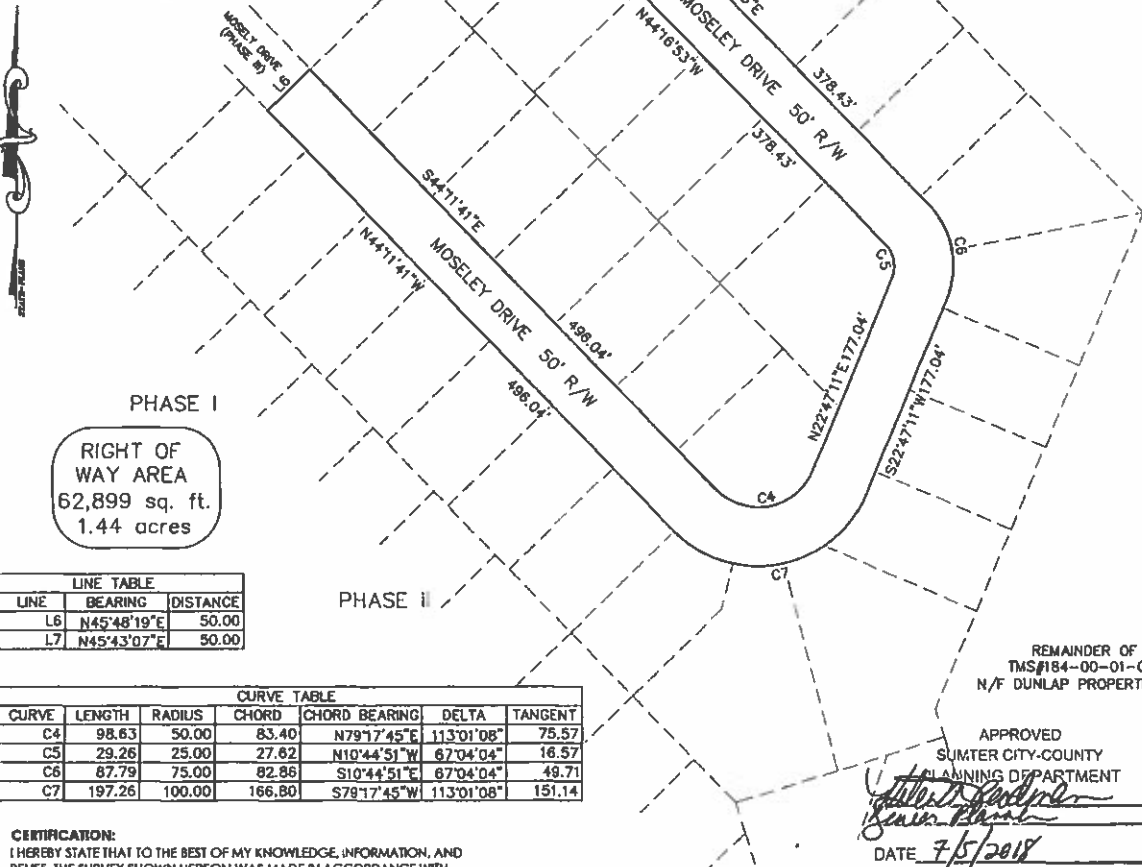
Black River Land Surveying, LLC
Surveying Planning Mapping
7105 Myers Open Road
Merrillville, SC 29104
(803) 451-6600 (toll-free)
BRLS-REC-108





VICINITY MAP

BASIS OF BEARINGS:
 THE BASIS OF BEARINGS FOR THIS SURVEY
 WAS DERIVED FROM SC STATE PLANE.



REMAINDER OF
 TMS#184-00-01-010
 N/F DUNLAP PROPERTIES, LP

REMAINDER OF
 TMS#184-00-01-010
 N/F DUNLAP PROPERTIES, LP

RIGHT OF
 WAY AREA
 62,899 sq. ft.
 1.44 acres

LINE	BEARING	DISTANCE
L6	N45°48'19"E	50.00
L7	N45°43'07"E	50.00

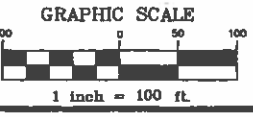
CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING	DELTA	TANGENT
C4	98.83	50.00	83.40	N79°17'45"E	113°01'08"	75.57
C5	29.26	25.00	27.82	N10°44'51"W	67°04'04"	16.57
C6	87.79	75.00	82.88	S10°44'51"E	67°04'04"	49.71
C7	197.26	100.00	166.80	S79°17'45"W	113°01'08"	151.14

APPROVED
 SUMNER CITY-COUNTY
 PLANNING DEPARTMENT
[Signature]
 DATE 7/5/2018

CERTIFICATION:
 I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN.

- NOTES:**
1. THIS PLAT REPRESENTS PROPERTY LOCATED IN SOUTH CAROLINA, SUMNER COUNTY, SUMNER TOWNSHIP AND IS LOCATED AT THE END OF THE EXISTING RIGHT OF WAY OF MOSELEY DRIVE
 2. IT IS EXPRESSLY UNDERSTOOD THAT BLACK RIVER LAND SURVEYING, LLC DOES NOT CERTIFY THE PRESENCE OR ABSENCE OF ENVIRONMENTAL CONDITIONS SUCH AS JURISDICTIONAL WETLANDS, UNDERGROUND FEATURES, STRUCTURES OR OTHER GEOLOGIC OR ENVIRONMENTAL CONSIDERATIONS.
 3. ALL UTILITIES IN THIS SUBDIVISION HAVE EASEMENTS, BUT MANY SUCH AS THOSE HELD BY THE CITY OF SUMNER ARE NOT RECORDED. IT IS THE BUILDER'S/OWNER'S RESPONSIBILITY TO VERIFY THE EXISTENCE, LOCATION AND EXTENT OF ANY UTILITY EASEMENTS IN THIS SUBDIVISION PRIOR TO CONSTRUCTION OF ANY STRUCTURES.
 4. THIS SURVEY WAS PREPARED FOR DUNLAP PROPERTIES LP FOR PURPOSES OF THIS PLAT ONLY. THIS PLAT IS OWNED BY DUNLAP PROPERTIES LP AND ALL DATA USED IN PREPARATION OF THIS PLAT IS SOLELY OWNED BY BLACK RIVER LAND SURVEYING, LLC.
 5. THIS SURVEY IS BASED UPON A SURVEY BY BLACK RIVER LAND SURVEYING DATED NOVEMBER 10, 2016 AND IS RECORDED IN SUMNER COUNTY R.O.D. PLAT BOOK PB2016 PG229.
 6. THIS PROPERTY APPEARS ON FEMA FIRM 45085C 0287D AND 291D WITH AN EFFECTIVE DATE OF FEBRUARY 16, 2007 AND SCALES INSIDE A ZONE X WHICH IS OUTSIDE OF THE 100 YEAR FLOOD HAZARD BOUNDARY.
 7. THIS SURVEY DOES NOT CONSIST OF A TITLE SEARCH AND IS BASED SOLELY ON THE LISTED REFERENCES. NO WARRANTY IS MADE OR IMPLIED AS TO THE VALIDITY OF TITLE OR THE EXISTENCE OF OTHER RESTRICTIONS OR ENCUMBRANCES.

RIGHT OF WAY
STAFFORD MEADOWS PHASE IV
 SITUATED IN SUMNER TOWNSHIP, COUNTY OF SUMNER,
 STATE OF SOUTH CAROLINA.
 PLAT PREPARED AT THE REQUEST OF DUNLAP PROPERTIES LP.
 PORTION OF TMS# 184-00-01-010.



Black River Land Surveying, LLC
 SURVEYING PLANNING MAPPING
 2305 MAYES OPEN RD. [803] 453-6061
 MAYESVILLE, SC 29104 Fax [803] 453-6062
 EMAIL: brls@rls-llc.net
 JOB# 12011 PH4 ROW
 DATE: 7/3/2018



[Signature]
 LOUIS WHITE TISDALE, PLS #13856

THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL.