

PREPARED BY:

*Shuler – Killen, LLC
1 Law Range Ste. A
Sumter, SC 29150*

File Number: 0125-05135

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

WHEREAS, the Developer has submitted a plat prepared by Stevenson M. Muldrow, PLS, for **Lots 1-35 of Phase 2 of Crystal Downs Subdivision** dated January 21, 2025, to be recorded, for residential lots situated in the Township of Providence, County and State aforesaid, and has further submitted "As Built Plans" for water, sewer and storm drainage systems; 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 at its meeting did grant final approval for **Lots 1-35 of Phase 2 of Crystal Downs Subdivision** as shown on that plat referenced hereinabove and does hereby further recommend to the Mayor / Administrator and City Council that the City accept from the Developer a Maintenance Guarantee to ensure 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 and infrastructure improvements as shown on the "As Built Plans" for water, sewer and storm drainage systems, the Developer does hereby assign and set over unto the City of Sumter an Irrevocable Letter of Credit in the amount of \$60,049.50, under and pursuant to the following terms:

1. Representation 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 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 and 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 roads or infrastructure.

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 road 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 is 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 **Lots 1-35 of Phase 2 of Crystal Downs Subdivision.**
- 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, CRYSTAL DOWNS DEVELOPMENT CO., LLC, as Developer, has caused these presents to be executed in its name by its duly authorized Members this _____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CRYSTAL DOWNS DEVELOPMENT CO., LLC

Witness #1 (required)

_____, (L.S.)
By: THE UPLAND GROUP, LLC - Member
By: Richard M. Knowlton, Jr., Managing Member

Witness #2 (required)

Witness #1 (required)

_____, (L.S.)
By: DUNLAP PROPERTIES LIMITED
PARTNERSHIP - Member
By: TBD Group, LLC, its General Partner
By: Tyler B. Dunlap, Jr., Manager

Witness #2 (required)

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

)

COUNTY OF SUMTER

)

I, _____ {name of official}, Notary Public in and for the State of South Carolina, do hereby certify that Crystal Downs Development Co., LLC, by its Members The Upland Group, LLC, by Richard M. Knowlton, Jr., Managing Member, and Dunlap Properties Limited Partnership, By TBD Group, LLC, its General Partner, By Tyler B. Dunlap, Jr., Manager {name of grantor or maker} personally appeared before me this ____ day of _____, 2025, and acknowledged the due execution of the foregoing instrument.

SIGNATURE OF OFFICIAL OR NOTARY PUBLIC

My Commission Expires: _____

Accepted this _____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CITY OF SUMTER

Witness #1 (required)

_____, (L.S.)
By: DERON L. MCCORMICK
Its: City Manager

Witness #2 (required)

STATE OF SOUTH CAROLINA

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COUNTY OF SUMTER

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ACKNOWLEDGMENT

I, _____, Notary Public in and for the State of South Carolina, do hereby certify that Deron L. McCormick, City Manager for the City of Sumter personally appeared before me this _____ day of _____, 2025, and acknowledged the due execution of the foregoing instrument.

SIGNATURE OF OFFICIAL OR NOTARY PUBLIC

My Commission Expires: _____

PREPARED BY:

SHULER – KILLEN, LLC
1 LAW RANGE STE. A
SUMTER, SC 29150

File Number: 0125-05135

STATE OF SOUTH CAROLINA)	
)	DEED OF DEDICATION
COUNTY OF SUMTER)	

KNOW ALL MEN BY THESE PRESENTS, THAT

CRYSTAL DOWNS DEVELOPMENT CO., LLC,

for and in consideration of the sum of Five dollars and other valuable consideration (\$5.00), to it in hand paid at and before sealing of these presents by

**THE CITY OF SUMTER, a body politic and political subdivision of the
County of Sumter, State of South Carolina, hereinafter referred to as Grantee,**
whose address is: P. O. Box 1449, Sumter, SC 29151,

in the State aforesaid, County aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Grantee, its successors and assigns forever, the following described property to wit:

All those certain pieces, parcels and tracts of land, together with all improvements thereon, lying and being situate in the Township of Providence, County of Sumter, State of South Carolina, being shown on that of Crystal Downs Subdivision, Lots 1-35 of Phase 2, prepared by Stevenson M. Muldrow, PLS, dated January 21, 2025 and recorded in **Plat Book 2025 at page _____** in the records of the Register of Deeds Office for Sumter County, and designated on said plat as: Citation Street, being a fifty (50') ft. right-of-way and two cul-de-sacs, each with a fifty (50') foot radius as shown on said plat. Be all measurements and dimensions a little more or a little less and as shown on said plat.

Tax Parcel No.: 202-00-01-003 (part).

The above described streets, drives and ways being a part of the same property conveyed to Crystal Downs Development Co., LLC by that deed of Knowlton Properties, LLC and Dunlap Properties Limited Partnership dated and recorded December 20, 2022 in **Deed Book 1309 at page 5071**, aforesaid records.

Also conveyed hereby is all of the Grantor's right, title and interest in the water and sanitary sewer systems, road pavement and curbing installed within the right of way of the aforesaid roadways and within easements as shown on the aforesaid recorded plat of Crystal Downs Subdivision, Phase 2, and a non-exclusive right of access and use of all such utility easements as set forth and delineated upon the aforesaid plat.

This conveyance is subject to all visible and recorded covenants, rights-of-way and easements affecting said property.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND HOLD, all and singular, the said Premises before mentioned unto the said Grantee, 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 said Grantee, its successors and assigns, against itself and its successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands and seals this _____ day of _____ in the year of our Lord two thousand twenty-five and in the two hundred and forty-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CRYSTAL DOWNS DEVELOPMENT CO., LLC

Witness #1 (required)

_____, (L.S.)
By: THE UPLAND GROUP, LLC - Member
By: Richard M. Knowlton, Jr., Managing Member

Witness #2 (required)

Witness #1 (required)

_____, (L.S.)
By: DUNLAP PROPERTIES LIMITED
PARTNERSHIP - Member
By: TBD Group, LLC, its General Partner
By: Tyler B. Dunlap, Jr., Manager

Witness #2 (required)

STATE OF SOUTH CAROLINA

)

)

COUNTY OF SUMTER

)

ACKNOWLEDGMENT

I, _____ {name of official}, Notary Public in and for the State of South Carolina, do hereby certify that Crystal Downs Development Co., LLC, by its Members The Upland Group, LLC, by Richard M. Knowlton, Jr., Managing Member, and Dunlap Properties Limited Partnership, By TBD Group, LLC, its General Partner, By Tyler B. Dunlap, Jr., Manager {name of grantor or maker} personally appeared before me this ____ day of _____, 2025, and acknowledged the due execution of the foregoing instrument.

SIGNATURE OF OFFICIAL OR NOTARY PUBLIC

My Commission Expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

)
)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFER

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 known as Citation Street and Affirmed Drive in Sumter, SC, bearing Sumter County Tax Map Number 202-00-01-003 (part), was transferred by Crystal Downs Development Co., LLC to The City of Sumter on _____, 2025.
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 entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c) ☒ exempt from the deed recording fee because (See information section of affidavit): #2 – Transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts

(If exempt, please skip items 4-7, and got to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and 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 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. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before 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 the amount listed in item 4 above here: \$_____
 - b) Place the amount listed in item 5 above 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 on 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 willfully 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.

Responsible Person Connected with the Transaction

Crystal Downs Development Co., LLC, Grantor
By: The Upland Group, LLC, Member by its Manager Richard M. Knowlton, Jr.
Print or Type Name Here

SWORN to before me this
_____ day of _____, 2025.

_____, L.S.
Notary Public for South Carolina
My Commission Expires: _____



*1 Law Range, Ste. A
Sumter, SC 29150
(803)774-8500*

Date: January 21, 2025

PRELIMINARY TITLE OPINION
CRYSTAL DOWNS SUBDIVISION – PHASE 2
2210 Camden Hwy., Sumter, SC 29153
Tax Parcel No.: 202-00-01-003

Barry Odom
City of Sumter
303 E. Liberty Street
Sumter, SC 29150

RE: Client(s): Crystal Downs Development Co., LLC
My File No.: 0125-05135

Dear Mr. Odom:

In accordance with your instructions, I have set out below a statement of the status of the above title at this time. I have conducted a title examination for that forty year period of time through January 15, 2025 @ 8:30 AM. Based upon the property records filed in the Register of Deeds Office for Sumter County, South Carolina, the above property is vested in **CRYSTAL DOWNS DEVELOPMENT CO., LLC**, with a good, fee simple, marketable title to said premises.

My opinion is that you will have clear title to the property intended to be conveyed, known as Citation Street and Affirmed Drive, being a portion of that property depicted on the plat of Crystal Downs Subdivision, Phase 2, Lots 1-35, to be recorded with the Sumter County Register of Deeds Office, subject to the following:

1. Execution, delivery and recording of a Deed of Dedication from Crystal Downs Development Co., LLC to the City of Sumter for those roads, streets, drives and rights-of-way contained in Crystal Downs Subdivision as depicted on that plat referenced hereinabove.
2. That first mortgage from Knowlton Properties, LLC and Dunlap Properties Limited Partnership to Dunlap Properties Limited Partnership in the principal amount of

\$573,622.01 dated 08/19/2022 and recorded 08/19/2022 in Mortgage Book 1305 at Page 5008 in the Sumter County records, which mortgage has been modified to increase the principal amount to \$1,410,000.00 and include a future advance clause, said modification having been recorded 06/08/2023 in Mortgage Book 1315 at Page 2528.

3. That second mortgage from Crystal Downs Development Co., LLC to McGuinn Homes, LLC in the principal amount of \$446,250.00 dated 12/13/2022 and recorded 12/21/2022 in Mortgage Book 1309 at Page 5117, aforesaid records.
4. Taxes for the year 2024, a lien now past due, and taxes for all subsequent years.
5. Any roll-back taxes which may become due.
6. Such state of facts as shown on that plat of Phase 2 of Crystal Downs Subdivision dated January 21, 2025, to be recorded, as follows:
 - a. 30' maintenance easement located at westernmost corner of captioned property;
 - b. 20' utility easement adjoining the cul-de-sac for Citation Street;
 - c. 10' landscape buffer located along rear boundary of Lot 4 through Lot 17 along the northwestern boundary of captioned property;
 - d. Green space as depicted on said plat.
 - e. 10' utility easement along the front boundary of the lots depicted on said plat.
 - f. Minimum building setback lines as depicted on said plat.
 - g. 30' utility easement located along Green Space "C".
7. Declaration of Protective Covenants and Conditions for Crystal Downs Subdivision appearing of record in Deed Book 1325 at page 4484, aforesaid records.

NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.
8. That Deed of Dedication from Crystal Downs Development Co., LLC to the City of Sumter recorded 02/15/2024 in Deed Book 1323 at Page 4886, aforesaid records, for the streets, drives and ways contained within Phase 1 of Crystal Downs Subdivision as depicted on that plat recorded in Plat Book 2024 at Page 2.
9. This conveyance is subject to all visible and recorded easements, rights-of-way and covenants affecting said property.

If you have any questions or instructions, please feel free to contact my office at the above address. Thank you so much for your kind cooperation and for allowing me to work with you in this matter.

Sincerely,

Franklin M. Shuler
Attorney at Law

FMS/glb

PREPARED BY:

*Shuler – Killen, LLC
1 Law Range Ste. A
Sumter, SC 29150*

File Number: 0125-05135

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

WHEREAS, the Developer has submitted a plat prepared by Stevenson M. Muldrow, PLS, for **Lots 1-35 of Phase 2 of Crystal Downs Subdivision** dated January 21, 2025, to be recorded, for residential lots situated in the Township of Providence, County and State aforesaid, and has further submitted "As Built Plans" for water, sewer and storm drainage systems; 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 at its meeting did grant final approval for **Lots 1-35 of Phase 2 of Crystal Downs Subdivision** as shown on that plat referenced hereinabove and does hereby further recommend to the Mayor / Administrator and City Council that the City accept from the Developer a Maintenance Guarantee to ensure 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 and infrastructure improvements as shown on the "As Built Plans" for water, sewer and storm drainage systems, the Developer does hereby assign and set over unto the City of Sumter an Irrevocable Letter of Credit in the amount of \$60,049.50, under and pursuant to the following terms:

1. Representation 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 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 and 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 roads or infrastructure.

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 road 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 is 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 **Lots 1-35 of Phase 2 of Crystal Downs Subdivision.**
- 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, CRYSTAL DOWNS DEVELOPMENT CO., LLC, as Developer, has caused these presents to be executed in its name by its duly authorized Members this 16th day of February, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Heath S. O'G
Witness #1 (required)

John Pedraza
Witness #2 (required)

Heath S. O'G
Witness #1 (required)

John Pedraza
Witness #2 (required)

CRYSTAL DOWNS DEVELOPMENT CO., LLC

[Signature], (L.S.)
By: THE UPLAND GROUP, LLC - Member
By: Richard M. Knowlton, Jr., Managing Member

[Signature], (L.S.)
By: DUNLAP PROPERTIES LIMITED
PARTNERSHIP - Member
By: TBD Group, LLC, its General Partner
By: Tyler B. Dunlap, Jr., Manager

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

ACKNOWLEDGMENT

I, Carney D. Hendricks {name of official}, Notary Public in and for the State of South Carolina, do hereby certify that Crystal Downs Development Co., LLC, by its Members The Upland Group, LLC, by Richard M. Knowlton, Jr., Managing Member, and Dunlap Properties Limited Partnership, By TBD Group, LLC, its General Partner, By Tyler B. Dunlap, Jr., Manager {name of grantor or maker} personally appeared before me this 10th day of February, 2025, and acknowledged the due execution of the foregoing instrument.

Carney D. Hendricks
SIGNATURE OF OFFICIAL OR NOTARY PUBLIC

My Commission Expires: March 14, 2029

Accepted this _____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CITY OF SUMTER

Witness #1 (required)

_____, (L.S.)
By: DERON L. MCCORMICK
Its: City Manager

Witness #2 (required)

STATE OF SOUTH CAROLINA

)

)

COUNTY OF SUMTER

)

ACKNOWLEDGMENT

I, _____, Notary Public in and for the State of
South Carolina, do hereby certify that Deron L. McCormick, City Manager for the City of Sumter
personally appeared before me this _____ day of _____, 2025, and acknowledged
the due execution of the foregoing instrument.

SIGNATURE OF OFFICIAL OR NOTARY PUBLIC

My Commission Expires: _____

PREPARED BY:

SHULER – KILLEN, LLC
1 LAW RANGE STE. A
SUMTER, SC 29150

File Number: 0125-05135

STATE OF SOUTH CAROLINA)	
)	DEED OF DEDICATION
COUNTY OF SUMTER)	

KNOW ALL MEN BY THESE PRESENTS, THAT

CRYSTAL DOWNS DEVELOPMENT CO., LLC,

for and in consideration of the sum of Five dollars and other valuable consideration (\$5.00), to it in hand paid at and before sealing of these presents by

**THE CITY OF SUMTER, a body politic and political subdivision of the
County of Sumter, State of South Carolina, hereinafter referred to as Grantee,
whose address is: P. O. Box 1449, Sumter, SC 29151,**

in the State aforesaid, County aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Grantee, its successors and assigns forever, the following described property to wit:

All those certain pieces, parcels and tracts of land, together with all improvements thereon, lying and being situate in the Township of Providence, County of Sumter, State of South Carolina, being shown on that of Crystal Downs Subdivision, Lots 1-35 of Phase 2, prepared by Stevenson M. Muldrow, PLS, dated January 21, 2025 and recorded in **Plat Book 2025 at page _____** in the records of the Register of Deeds Office for Sumter County, and designated on said plat as: Citation Street, being a fifty (50') ft. right-of-way and two cul-de-sacs, each with a fifty (50') foot radius as shown on said plat. Be all measurements and dimensions a little more or a little less and as shown on said plat.

Tax Parcel No.: 202-00-01-003 (part).

The above described streets, drives and ways being a part of the same property conveyed to Crystal Downs Development Co., LLC by that deed of Knowlton Properties, LLC and Dunlap Properties Limited Partnership dated and recorded December 20, 2022 in **Deed Book 1309 at page 5071**, aforesaid records.

Also conveyed hereby is all of the Grantor's right, title and interest in the water and sanitary sewer systems, road pavement and curbing installed within the right of way of the aforesaid roadways and within easements as shown on the aforesaid recorded plat of Crystal Downs Subdivision, Phase 2, and a non-exclusive right of access and use of all such utility easements as set forth and delineated upon the aforesaid plat.

This conveyance is subject to all visible and recorded covenants, rights-of-way and easements affecting said property.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND HOLD, all and singular, the said Premises before mentioned unto the said Grantee, 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 said Grantee, its successors and assigns, against itself and its successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands and seals this 16th day of February in the year of our Lord two thousand twenty-five and in the two hundred and forty-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Heath S Dag
Witness #1 (required)

John Pedem
Witness #2 (required)

Heath S Dag
Witness #1 (required)

John Pedem
Witness #2 (required)

CRYSTAL DOWNS DEVELOPMENT CO., LLC

[Signature], (L.S.)

By: THE UPLAND GROUP, LLC - Member
By: Richard M. Knowlton, Jr., Managing Member

[Signature], (L.S.)
By: DUNLAP PROPERTIES LIMITED
PARTNERSHIP - Member
By: TBD Group, LLC, its General Partner
By: Tyler B. Dunlap, Jr., Manager

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

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ACKNOWLEDGMENT

I, Camey D. Hendricks {name of official}, Notary Public in and for the State of South Carolina, do hereby certify that Crystal Downs Development Co., LLC, by its Members The Upland Group, LLC, by Richard M. Knowlton, Jr., Managing Member, and Dunlap Properties Limited Partnership, By TBD Group, LLC, its General Partner, By Tyler B. Dunlap, Jr., Manager {name of grantor or maker} personally appeared before me this 6th day of February, 2025, and acknowledged the due execution of the foregoing instrument.

Camey D. Hendricks
SIGNATURE OF OFFICIAL OR NOTARY PUBLIC

My Commission Expires: March 14, 2029

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 known as Citation Street in Sumter, SC, bearing Sumter County Tax Map Number 202-00-01-003 (part), was transferred by Crystal Downs Development Co., LLC to The City of Sumter on _____, 2025.
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 entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- c) ☒ exempt from the deed recording fee because (See information section of affidavit): #2 - Transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts

(If exempt, please skip items 4-7, and got to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and 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 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. (This includes, pursuant to Code Section 2-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before 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 the amount listed in item 4 above here: \$_____
 - b) Place the amount listed in item 5 above 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 on 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 willfully 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.

Responsible Person Connected with the Transaction

Crystal Downs Development Co., LLC, Grantor

By: The Upland Group, LLC, Member by its Manager Richard M. Knowlton, Jr.
Print or Type Name Here

SWORN to before me this
6th day of February, 2025.

Carney S. Hendricks, L.S.
Notary Public for South Carolina
My Commission Expires: March 14, 2029



SHULER KILLEN
LAW FIRM

*1 Law Range, Ste. A
Sumter, SC 29150
(803)774-8500*

Date: January 21, 2025

PRELIMINARY TITLE OPINION
CRYSTAL DOWNS SUBDIVISION – PHASE 2
2210 Camden Hwy., Sumter, SC 29153
Tax Parcel No.: 202-00-01-003

Barry Odom
City of Sumter
303 E. Liberty Street
Sumter, SC 29150

RE: Client(s): Crystal Downs Development Co., LLC
My File No.: 0125-05135

Dear Mr. Odom:

In accordance with your instructions, I have set out below a statement of the status of the above title at this time. I have conducted a title examination for that forty year period of time through January 15, 2025 @ 8:30 AM. Based upon the property records filed in the Register of Deeds Office for Sumter County, South Carolina, the above property is vested in **CRYSTAL DOWNS DEVELOPMENT CO., LLC**, with a good, fee simple, marketable title to said premises.

My opinion is that you will have clear title to the property intended to be conveyed, known as Citation Street and Affirmed Drive, being a portion of that property depicted on the plat of Crystal Downs Subdivision, Phase 2, Lots 1-35, to be recorded with the Sumter County Register of Deeds Office, subject to the following:

1. Execution, delivery and recording of a Deed of Dedication from Crystal Downs Development Co., LLC to the City of Sumter for those roads, streets, drives and rights-of-way contained in Crystal Downs Subdivision as depicted on that plat referenced hereinabove.
2. That first mortgage from Knowlton Properties, LLC and Dunlap Properties Limited Partnership to Dunlap Properties Limited Partnership in the principal amount of

\$573,622.01 dated 08/19/2022 and recorded 08/19/2022 in Mortgage Book 1305 at Page 5008 in the Sumter County records, which mortgage has been modified to increase the principal amount to \$1,410,000.00 and include a future advance clause, said modification having been recorded 06/08/2023 in Mortgage Book 1315 at Page 2528.

3. That second mortgage from Crystal Downs Development Co., LLC to McGuinn Homes, LLC in the principal amount of \$446,250.00 dated 12/13/2022 and recorded 12/21/2022 in Mortgage Book 1309 at Page 5117, aforesaid records.
4. Taxes for the year 2024, a lien now past due, and taxes for all subsequent years.
5. Any roll-back taxes which may become due.
6. Such state of facts as shown on that plat of Phase 2 of Crystal Downs Subdivision dated January 21, 2025, to be recorded, as follows:
 - a. 30' maintenance easement located at westernmost corner of captioned property;
 - b. 20' utility easement adjoining the cul-de-sac for Citation Street;
 - c. 10' landscape buffer located along rear boundary of Lot 4 through Lot 17 along the northwestern boundary of captioned property;
 - d. Green space as depicted on said plat.
 - e. 10' utility easement along the front boundary of the lots depicted on said plat.
 - f. Minimum building setback lines as depicted on said plat.
 - g. 30' utility easement located along Green Space "C".
7. Declaration of Protective Covenants and Conditions for Crystal Downs Subdivision appearing of record in Deed Book 1325 at page 4484, aforesaid records.

NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.
8. That Deed of Dedication from Crystal Downs Development Co., LLC to the City of Sumter recorded 02/15/2024 in Deed Book 1323 at Page 4886, aforesaid records, for the streets, drives and ways contained within Phase 1 of Crystal Downs Subdivision as depicted on that plat recorded in Plat Book 2024 at Page 2.
9. This conveyance is subject to all visible and recorded easements, rights-of-way and covenants affecting said property.

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.

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 (South Carolina), U.S.A.

SYNOVUS BANK,



AUTHORIZED SIGNER



ORIGINAL

International Department • 33 West 14th Street, 5th FLOOR, COLUMBUS, GA 31901 USA • SWIFT: FICOUS44

IRREVOCABLE STANDBY LETTER OF CREDIT NO. STB35.0

BENEFICIARY:
CITY OF SUMTER
212 N MAIN STREET
SUMTER, SC 29150

APPLICANT:
CRYSTAL DOWNS DEV. CO., LLC
1000 MYRTLE BEACH HWY
SUMTER, SC 29153

ISSUANCE DATE: JANUARY 17, 2025

LETTER OF CREDIT EFFECTIVE DATE: FEBRUARY 18, 2025

EXPIRATION DATE: FEBRUARY 18, 2027

TO THE ABOVE-NAMED BENEFICIARY:

FOR THE ACCOUNT OF CRYSTAL DOWNS DEV. CO. LLC, WE (SYNOVUS BANK) HEREBY ISSUE AND ESTABLISH THIS IRREVOCABLE STANDBY LETTER OF CREDIT (THE "LETTER OF CREDIT") IN YOUR FAVOR FOR AN AMOUNT OR AMOUNTS NOT EXCEEDING **(60,049.50) Sixty Thousand Forty Nine Dollars and .50 /100'S U.S. DOLLARS** IN THE AGGREGATE (THE "CREDIT AMOUNT"). THESE FUNDS SHALL BE AVAILABLE TO YOU UPON YOUR PRESENTATION OF DRAFTS DRAWN ON SYNOVUS BANK 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 **FEBRUARY 18, 2027** (THE "EXPIRATION DATE") OR ANY EXTENSION THERETO INDICATED BELOW, 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.

EACH DRAFT MUST SPECIFY ITS DOLLAR AMOUNT AND STATE ON ITS FACE THAT IT IS "DRAWN UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO. **(STB35.0)** DATED **FEBRUARY 18, 2025** " AND MUST BE ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND ANY AMENDMENTS THERETO, AND A BENEFICIARY STATEMENT SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF YOUR COMPANY, CERTIFYING THAT THE APPLICANT IS IN DEFAULT UNDER THE MAINTENANCE AGREEMENT FOR ASPHALT, CURBING, ROCK, WATER, SEWER AND STORMWATER INFRASTRUCTURE, LOTS 1-35 FOR CRYSTAL DOWNS SUBDIVISION, PHASE 2.

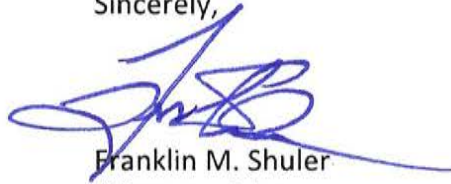
PARTIAL DRAWINGS OF FUNDS HEREUNDER ARE **NOT PERMITTED**.

THIS LETTER OF CREDIT IS NON-TRANSFERABLE, AND NO VALID TRANSFER OR ASSIGNMENT HEREOF SHALL BE AUTHORIZED OR PERMITTED.

THIS LETTER OF CREDIT SHALL EXPIRE ON OUR CLOSE OF BUSINESS ON (A) CLOSE OF THE BUSINESS ON **FEBRUARY 18, 2027**, OR (B) THE DAY ON WHICH THE CREDIT AMOUNT IS REDUCED TO ZERO BY DRAWINGS HERON MADE AND HONORED.

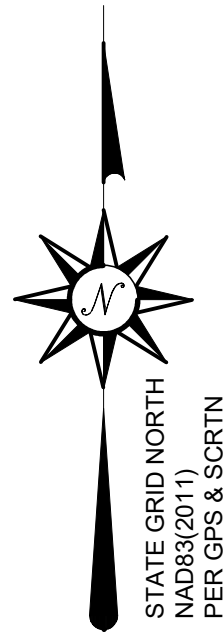
If you have any questions or instructions, please feel free to contact my office at the above address. Thank you so much for your kind cooperation and for allowing me to work with you in this matter.

Sincerely,



Franklin M. Shuler
Attorney at Law

FMS/glb



NOTES:
1) THIS DOCUMENT DOES NOT REPRESENT A TITLE EXAMINATION.
2) NOT A VALID DOCUMENT WITHOUT ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL.
3) VERTICAL DATA USED NAVD 1988.

DATE: JANUARY 21, 2025
JOB NO: 25009
FIELD BOOK: D/C BY SM
JOB REFERENCE: 22219
TAX MAP NO. 202-00-01-003

BUILDING SETBACKS
FRONT: 35'
SIDE: 8'
SECONDARY SIDE: 17.5'
REAR: 20'

LINE	BEARING	DISTANCE
L1	S 17°45'45" W	32.51'
L2	S 17°45'45" W	3.21'
L3	N 72°50'15" W	35.36'
L4	S 72°50'15" E	35.36'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2755.70'	448.83'	448.34'	N 50°15'09" W	9°19'55"
C2	2745.70'	72.11'	72.11'	S 46°24'21" E	1°30'17"
C3	2745.70'	134.72'	134.70'	S 49°09'17" E	2°48'40"
C4	2745.70'	99.05'	99.05'	S 51°35'38" E	2°04'01"
C5	50.00'	13.09'	13.05'	N 28°57'55" E	14°59'49"
C6	50.00'	43.30'	41.96'	N 61°16'23" E	49°37'05"
C7	50.00'	30.15'	29.70'	S 76°38'30" E	34°33'09"
C8	50.00'	38.26'	37.34'	S 35°17'02" E	43°50'50"
C9	50.00'	23.50'	23.29'	S 00°06'21" W	26°55'56"
C10	50.00'	21.20'	21.04'	S 14°18'33" W	24°17'36"
C11	50.00'	55.66'	52.83'	S 58°20'54" W	63°47'07"
C12	50.00'	33.54'	32.91'	N 70°32'39" W	38°25'47"
C13	50.00'	22.14'	21.96'	N 38°38'46" W	25°21'58"
C14	50.00'	20.58'	20.43'	N 14°10'26" W	23°34'41"
C15	50.00'	24.47'	24.23'	N 11°38'14" E	28°02'38"
C17	50.00'	52.36'	50.00'	S 87°50'15" E	60°00'00"
C18	50.00'	31.86'	31.32'	N 43°54'38" E	36°30'12"

RAYMOND E. & CAMILLE D. ENDERS
TM# 202-00-01-029
PB. 96 PG. 1028

DONALD J. & LISA K. DOONE
TM# 202-00-01-028
PB. 96 PG. 162

SARAH, WILLIAM & LOUIS III WRIGHT
TM# 202-00-01-027
PB. 96 PG. 428

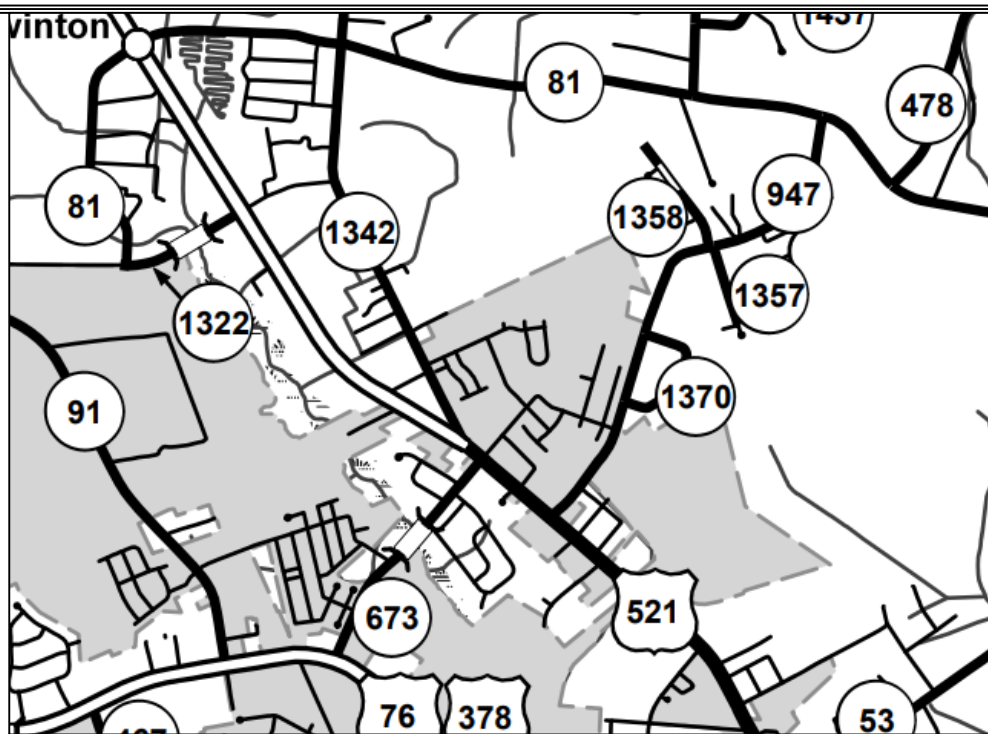
JASON E. STEVENS
TM# 202-00-01-030
PB. 96 PG. 1280

RENINA Y. SHELTON
TM# 202-00-01-031
PB. 96 PG. 1280

SUMTER FOREST TEMPLE
TM# 202-00-01-001
PB. 2001 PG. 212

SURVEY CONTROL
PK-NAIL
N: 781,404.78
E: 2,180,089.09
ELEV. 187.95' (NAVD 1988)

- LEGEND
- WM - WATER METER
 - IPF - IRON PIN FOUND
 - IPS - IRON PIN SET
 - CATV - CABLE TV PEDESTAL
 - PP - POWER POLE
 - PH - TELEPHONE PEDESTAL



LOCATION MAP - NOT TO SCALE



SCALE 1 IN = 60 FT.

"SEWER RECORD DRAWINGS"

TAX MAP No. 202-00-01-003

SOUTH CAROLINA

CITY OF SUMTER

PROVIDENCE TOWNSHIP

CRYSTAL DOWNS SUBDIVISION

PLAT OF LOTS 1 - 35 OF PHASE 2 OF CYRSTAL DOWNS SUBDIVISION,
SHOWN ON A BOUNDARY PLAT BY ME DATED SEPTEMBER 10, 2022.

MATHIS & MULDROW LAND SURVEYING, INC.

575 SANDPIT LANE, MAYESVILLE, S.C. 29104
OFFICE (803) 435-2425 EMAIL: MULDROWLANDSURVEYING@GMAIL.COM

I HEREBY STATE TO THE BEST OF MY PROFESSIONAL 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 THE STATE OF SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

IS THIS PROPERTY IN AN F.I.A. DESIGNATED FLOOD HAZARD AREA? NOT IN
FIRM MAP NUMBER: 45085C 0282E EFFECTIVE DATE: SEPTEMBER 28, 2018.

