STATE OF SOUTH CAROLINA )
COUNTY OF DARLINGTON )

MEMORANDUM OF AGREEMENT AND ROAD ACCEPTANCE

Lowe 5 LLC
GRANTOR

County of Darlington
GRANTEE

WHEREAS, Lowe 5 LLC desire to dedicate certain roads herein below described to County of Darlington; and

WHEREAS, the County of Darlington is willing to accept the grant of those roads as set out herein; now therefore,

KNOW ALL MEN BY THESE PRESENTS, that Lowe 5 LLC in the State aforesaid, for in consideration of the mutual covenants herein described, do hereby agree to the following:

This is to certify that Darlington County has accepted in part the roads, streets, and drainage system in Summerville SD Ph III as shown and indicated on the Plat of Summerville SD Ph III recorded in the Office of the Clerk of Court for Darlington County in Plat Book 218 at page(s) 946, and as provided for in the deed and/or Right-of-Way Agreement, a copy of which is attached hereto. More specifically those streets accepted are as follows:

Lullwater Drive
This listing of streets includes only those streets paved as of the date of this Memorandum of Agreement and does not include any unpaved streets in Summerville SD Ph III as referenced. All other streets in subject subdivision may be accepted after compliance with Darlington County Ordinance Appendix A- Development Standards Article 5, and issuance of a separate Letter of Acceptance after final inspection.

As a general condition of acceptance for maintenance, the developer agrees to include as a condition of sale, protective restriction to insure that any damage to the drainage system, roadway, pavement, and appurtenances thereto shall be the legal and finding liability of the purchaser and/or his agents, or the developer will remain responsible for all such damages to the aforementioned items until all lots shall be sold or development is completed, whichever is the later.

In addition to the above, Darlington County will not responsible for any driveway connections installed by the owners or contractors where pipe with a diameter of 15 inches or less used, where materials are not South Carolina Highway Department Standard Specifications for highway construction approved, where improperly sized pipe is used, or where concrete or asphalt driveway swales are constructed without prior written approval.

Any such installations which have to be removed to correct drainage problems will not be the responsible of Darlington County for replacement of pavement.

The Grantor further certifies that these streets are free from all encumbrances or liens.
SPECIAL CONDITIONS

Provided further that the Grantor herein understands and acknowledges that there will be no responsibility on the party of the County of Darlington for drainage of the property adjoining said street or road herein conveyed, nor will the County of Darlington be responsible for any water standing or flowing onto adjoining property or damage therefrom which arises out of or is caused by the original design or construction of said street or road.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this

[Signature]

2nd day of January, 2024

Signed, Sealed, and Delivered in the Presence of:

[Signature]

1st WITNESS

[Signature]

2nd WITNESS

STATE OF SOUTH CAROLINA ) AFFIDAVIT OR PROBATE

COUNTY OF DARLINGTON )

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Grantee by [Signature] COUNTY COUNCIL CHAIRMAN, sign, seal and as his/her act or deed, deliver the within MEMORANDUM OF AGREEMENT AND ROAD ACCEPTANCE and that she/he with the other witness subscribed above witness the execution thereof.

[Signature]

WITNESS – CANNOT BE NOTARY

Sworn to before me this 2nd day of January, 2024

[Signature]

Notary Public for South Carolina

My Commission Expires: 06/18/2021
On (Recorded Date): 1/9/2024
At (Recorded Time): 10:32:49 AM
Recording Pages: 4
Recording Fee: $0.00

This sheet is now part of this document, please leave attached.
WHEREAS, on or about the 30th day of October, 2023, Lowe 5 LLC ("Owner") and Darlington County ("County") entered into an agreement, and

WHEREAS, the parties have agreed to escrow certain monies and the parties desire to reduce their agreement to writing.

WITNESSETH:

NOW, KNOW ALL MEN BY THESE PRESENTS that the Owner and the County agrees as follows:

1. That the real property Owner may record all documents relative to Summerville SD Phase 3 in Darlington County, South Carolina.

2. That the sum of $7,786.00 (see Exhibit "A") shall be deposited with Darlington County to be held in escrow for the following reasons:

   The Owner has developed a Subdivision known as Summerville SD Phase 3 in Darlington County, South Carolina and the County is giving approval of this subdivision subject to certain erosion control measures taken by the Owner. Specifically, the Owner agrees to plant and maintain grass on certain areas within the subdivision as required by the County and in the event these measures are successfully completed within twelve (12) months from the date of signing this agreement, the County will release the Owner from the terms of this agreement.

3. Upon completion of the item set forth under paragraph 2 above and inspection of the same by the County, the County by and through its administration shall give written authorization to release to the Owner the applicable monies held in escrow.

4. In the event that the item set forth under paragraph 2 above is not completed to the County’s satisfaction within 12 months from the date of this agreement, the County shall immediately provide written notice of the same to the Owner and the monies held in escrow shall be distributed to the County. The County shall then use said monies to establish a permanent stand of grass in the required areas.

5. Both parties agree to "hold harmless" the Escrow Agent, Darlington County for responsibilities of escrowing of such monies.

Escrow Deposit
Released in Full
in the amount of

County Administrator

Witness

Date

\[\text{Signature}\]

\[\text{Signature}\]

\[01/04/2024\]
Signed, Sealed and Delivered
In the Presence of:

[Signature]
WITNESS

[Signature]
WITNESS

LOWE 5, LLC
By: [Signature]
Its: [Name]

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

AFFIDAVIT OF PROBATE

Personally, appeared before me the undersigned and made oath that (s)he saw the within named
[Name]
sign, seal, and as his act and deed, deliver the within Escrow Agreement and
that (s)he with the other witness subscribed herein witness the execution thereof.

[Signature]
WITNESS

SWORN TO before me this 7th day of November, 2023

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 9-18-28
STATE OF SOUTH CAROLINA  
COUNTY OF DARLINGTON  

PERSONALLY appeared before me the undersigned and made oath that (s)he saw the within named

Bobby Hudson  

sign, seal, and as his act and deed, deliver the within Escrow Agreement and

that (s)he with the other witness subscribed herein witness the execution thereof.

SWORN TO before me this 2nd day of January, 2023.

PAULINE E. NEWTON  
NOTARY PUBLIC FOR SOUTH CAROLINA  

Please keep this Cover Page with the Original Document

This sheet is now part of this document, please leave attached.

Index Type: AGREEMENT
Type of Instrument: AGREEMENT
Type of Transaction: Agreement

First PARTY 1
LOWE 5 LLC

First PARTY 2
DARLINGTON COUNTY

Received From:
COUNTY OF DARLINGTON

Return To:
COUNTY OF DARLINGTON

The attached document including this Cover Page was recorded in the County Recorder's office of Darlington County, South Carolina

Printed on: Wednesday, January 10, 2024 8:55 am