

Lancaster County Council Regular Meeting Agenda

Monday, September 12, 2016

County Administration Building, County Council Chambers
101 N. Main Street
Lancaster, SC 29720

1. **Call to Order Regular Meeting – Chairman Bob Bundy** 6:30 p.m.
2. **Welcome and Recognition – Chairman Bob Bundy**
3. **Pledge of Allegiance and Invocation – Council Member Steve Harper**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations**
 - Thumbs Up presentations
6. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
7. **Consent Agenda**
 - a. **Minutes of the following meetings – pgs. 6-23**
 1. Minutes of the August 8, 2016 Regular Council meeting
 2. Minutes of the August 22, 2016 Workshop and Regular Council meeting
 - b. **3rd Reading of Ordinance 2016-1410 rezoning of property of Sergey V. Kalashnick, 4309 Great Falls Highway to B-2 Community Business District**

Ordinance Title: An ordinance to amend the Official Zoning Map of Lancaster County so as to rezone property owned by Sergey V. Kalashnick, located at 4309 Great Falls Highway from R-30, Low Density Residential/Agricultural District to B-2 Community Business District; and to provide for other matters related thereto. *Planning Commission approved 7-0. Passed 7-0 at the August 22, 2016 Council meeting. Penelope Karagounis – pgs. 24-25*
 - c. **3rd Reading of Ordinance 2016-1405 Fee Agreement by and among Lancaster County, (Red Ventures) RV-Imagitas, LLC and Lancaster Real Estate Group, LLC**

Ordinance Title: An Ordinance to authorize the execution and delivery of a Fee Agreement by and among Lancaster County, RV-Imagitas, LLC and Lancaster Real Estate Group, LLC, providing for the payment of a fee-in-lieu of taxes and the provision of special source revenue credits; to express

the intention of Council to provide monies to the Economic Development Fund; and to provide for other matters related thereto. *(Favorable – Administration Committee) Passed 7-0 at the August 22, 2016 Council Meeting. John Weaver – pgs. 26-57*

d. 3rd Reading of Ordinance 2016-1407 add property to the Multi-County Park Agreement for Chesterfield County

Ordinance Title: An Ordinance to amend the amended and restated master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, as amended and restated as of November 9, 2015, exhibits updated through January 11, 2016, so as to add to the agreement properties located in Lancaster County (Project Streetcar); and to provide for other matters related thereto. *(Favorable – Administration Committee) Passed 7-0 at the August 22, 2016 Council Meeting. John Weaver – pgs. 58-61*

e. 2nd Reading of Ordinance 2016-1411 rezoning of property of Kim Lineberger, 1456 Kershaw Camden Highway to I-2 Heavy Industrial District

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Kim Lineberger, located at 1456 Kershaw Camden Highway from I-1, Light Industrial District to I-2, Heavy Industrial District; and to provide for other matters related thereto. *(Favorable – Administration Committee) Passed 7-0 at the August 22, 2016 Council Meeting. Penelope Karagounis – pgs. 62-63*

f. 2nd Reading of Ordinance 2016-1412 Fourth Amendment to the Haile Gold Mine Agreement for Development of a Joint Industrial and Business Park

Ordinance Title: An Ordinance to approve a fourth amendment to the agreement for the Development of a Joint Industrial and Business Park dated as of December 1, 2008 between the County and Chester County so as to add to the agreement certain Haile Gold Mine Inc. property; to correct scrivener's errors in certain legal descriptions and tax map number identifiers for certain property previously added and covered by the agreement; and to provide for other matters related thereto. *(Favorable – Administration Committee) Passed 7-0 at the August 22, 2016 Council Meeting. John Weaver – pgs. 64-88*

g. 2nd Reading of Ordinance 2016-1413 Haile Gold Mine Fee Agreement

Ordinance Title: An Ordinance to ratify and approve the transfer of certain property and related interest in a fee agreement by Haile Gold Mine Inc. to Oceanagold Exploration (Carolina) Inc.; to authorize and approve a Fourth Amendment to the Fee Agreement between Lancaster County and Haile Gold Mine Inc.; to provide for the form of the Fourth Amendment; to authorize certain officials to execute and deliver the Fourth Amendment; and to provide for other matters related thereto. *(Favorable – Administration Committee) Passed 7-0 at the August 22, 2016 Council Meeting. John Weaver - pgs. 89-119*

8. Non-Consent Agenda

a. Resolution 0931-R2016- Gift of Service Sidearm

Resolution Title: A resolution expressing appreciation to Sheriff's investigator Phil Crawford and authorizing a gift to him by Lancaster County of his service sidearm on the occasion of his retirement. *Steve Willis – pgs. 120-121*

b. Resolution 0932-R2016

Resolution Title: A Resolution approving the updated 2016 Assessment Roll for the Edgewater II Improvement District, Lancaster County, South Carolina. *(A copy of the Assessment Roll can be found on the website –www.mylancastersc.org or with the Clerk to Council) John Weaver – pgs. 122-123*

c. Resolution 0933-R2016

Resolution Title: A Resolution approving the updated 2016 Assessment Roll for the Edgewater Improvement District, Lancaster County, South Carolina. *(A copy of the Assessment Roll can be found on the website –www.mylancastersc.org or with the Clerk to Council) John Weaver – pgs. 124-125*

d. Public Hearing and 3rd Reading of Ordinance 2016-1406 removal of property from the Chester County Multi-County Park Agreement

Ordinance Title: An Ordinance to authorize and approve the removal of property from the Agreement for the Development of a Joint Industrial and Business Park by and between Lancaster County, South Carolina and Chester County, South Carolina, dated December 5, 2005; and to provide for other matters related thereto. *(Favorable – Administration Committee) Passed 7-0 at the August 22, 2016 Council Meeting. John Weaver – pgs. 126-131*

e. 1st Reading of Ordinance 2016-1414 rezoning of property of Shelby Snipes, 2575 Lynwood Drive to R-15S Moderate Density Residential/Manufactured Housing/Agricultural District

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Shelby Snipes, located at 2575 Lynwood Drive from R-15, moderate density residential/Agricultural District to R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District; and to provide for other matters related thereto. *Planning Commission approved 5-1. Penelope Karagounis – pgs. 132-140*

f. 1st Reading of Ordinance 2016-1415 rezoning of property off York Street owned by Sharon Horne, represented by Stephen Waters to B3, General Commercial District

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Sharon C. Horne, represented by Stephen Waters, located off S. York Street +/- 250 feet, northeast of the intersection with 7th Street from R-15D, Moderate Density

Residential/Manufactured Housing/Agricultural District to B-3, General Commercial District/ and to provide for other matters related thereto. *Planning Commission approved 6-0. Penelope Karagounis – pgs. 141-149*

g. 1st Reading of Ordinance 2016-1416 rezoning of property of Mr. Danny Blackwell, located east of the intersection of Fork Hill Road and Little Dude Road to MF, Multiple-Family Agricultural District

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Danny R. Blackwell (Blackwell LTD.) located East of the intersection of Fork Hill Road and Little Dude Road from R-45A, Rural Residential/Intense Agriculture District to MR, Multiple-Family District; and to provide for other matters related thereto. *Planning Commission recommended approval 6-0. Penelope Karagounis – pgs. 150-168*

h. 1st Reading of Ordinance 2016-1417 rezoning of property of Danny R. Blackwell, located off 3rd Street, Kershaw to MF, Multiple Family Agricultural District

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Danny R. Blackwell, located off East 3rd Street, from +/- 1,550 feet east of the intersection of Kershaw Camden Highway from R-45A, Rural Residential/Intense Agricultural District to MF, Multiple-Family District; and to provide for other matters related thereto. *Planning Commission recommended approval 6-0. Penelope Karagounis – pgs.170-189*

9. Discussion and Action Items

- a. Consideration of a Motion to Rescind regarding Ordinance 2015-1386 Avondale. *Councilman Brian Carnes*
- b. Assistance to Fire Fighters Grant – McDonald Green Volunteer Fire. *Darren Player – pgs. 190-216*

10. Status of items tabled, recommitted, deferred or held

- a. Resolution 0911-R2016 regarding the use of funds from the sale of 3888 Chester Highway - *deferred at the 2-22-16 meeting*
- b. 3rd Reading of Ordinance 2016-1393 regarding enlarging the Walnut Creek Improvement District - *held to redo resolution/ public hearing*
- c. 3rd Reading of Ordinance 2016-1402 regarding a Local Hospitality Tax
- d. 2nd Reading of Ordinance 2016-1404 Sun City Carolina Lakes Improvement District Assessment Refunding Revenue Bonds
- e. 1st Reading of Ordinance 2016-1408 regarding storm water – *deferred at the July 18, 2016 meeting*
- f. 1st Reading of Ordinance 2016-1409 regarding storm water fees – *deferred at the July 18, 2016 meeting*

11. Miscellaneous Reports and Correspondence – pg. 217

- Time Warner Cable

12. Citizens Comments *[if Council delays until end of meeting]*

13. Executive Session

a. Discussion of Economic Development Matters regarding the following projects SC Code §30-4-70(2):

1. Project 2016-5
2. Project 2016-10
3. Project 2016-11

Upon returning to open session, action may be taken on the items discussed during executive session.

14. Calendar of Events – pg.219

15. Adjournment

Anyone requiring special services to attend this meeting should contact 285-1565 at least 24 hours in advance of this meeting.

Lancaster County Council agendas are posted at the Lancaster County Administration Building and are available on the Website: www.mylancastersc.org



Members of Lancaster County Council
Bob Bundy, District 3, Chairman
Brian Carnes, District 7, Vice Chairman
Steve Harper, District 5, Secretary
Jack Estridge, District 6
Larry Honeycutt, District 4
Larry McCullough, District 1
Charlene McGriff, District 2

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Minutes of the Lancaster County Council Regular Meeting
101 N. Main Street, Lancaster, SC 29720

Monday, August 8, 2016

Council Members present were Bob Bundy, Larry McCullough, Jack Estridge, Brian Carnes, Larry Honeycutt, Steve Harper and Charlene McGriff. Also present was Steve Willis, Debbie Hardin, Veronica Thompson, John Weaver, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

The following press was notified of the meeting by e-mail or by fax in accordance with the Freedom of Information Act: *The Lancaster News*, *Kershaw News Era*, *The Rock Hill Herald*, *The Fort Mill Times*, Cable News 2, Channel 9 and the local Government Channel. The agenda was also posted in the lobby of the County Administration Building the required length of time and on the county website.

Call meeting to order

Chairman Bob Bundy called the meeting of Council to order at 6:30 p.m.

Welcome and Recognition/Pledge of Allegiance and Invocation

Chairman Bob Bundy welcomed everyone to the meeting, and announced the press notification was met. Councilman Brian Carnes led the Pledge of Allegiance to the American Flag and provided the invocation.

Approval of the agenda

Jack Estridge requested to amend the agenda by withdrawing item 9(d) stating that Mr. Harper has already made his motion and therefore would like to have it removed from the agenda.

Charlene McGriff moved to approve the agenda as amended. Seconded by Larry McCullough.
Passed 7-0.

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Special presentations

Miss Teen Lancaster, Kasie Faulkenberry, introduced herself to Council and spoke about her platform.

Citizens Comments

Waylon Wilson, 15117 Legend Oaks Court, Indian Land, spoke regarding the Red Ventures Fee and agricultural roll back taxes on the parcels.

Beth Anne Levine, 5062 Terrier Lane, Indian Land, spoke regarding the error in minutes, agenda item 8a. She also distributed the attached schedule A.

Ben Levine, 5062 Terrier Lane, Indian Land, spoke regarding Ordinances 2015-1369, 1370 and Ordinance 650; agenda items 9b, 9c, and 9e. He also distributed the attached schedule B.

Gary Holland, 8728 Collins Road, Indian Land, spoke regarding agenda items 8a, 9b, 9c, and 9f. He also distributed the attached schedule C.

Consent Agenda

a. Minutes of the July 18, 2016 Council Meeting

b. 2nd Reading of Ordinance 2016-1403 regarding a Moratorium

Ordinance Title: An Ordinance to impose a Moratorium on the acceptance and processing of applications for district boundary amendments to the Unified Development Ordinance of Lancaster County in the area of the county north of Highway 5.

Brian Carnes moved to approve the Consent Agenda items a and b. Seconded by Larry Honeycutt. Passed 7-0.

Non-Consent Agenda

Correction of the Minutes of the June 27, 2016 Meeting.

Chairman Bundy explained the error in the June 27, 2016 minutes regarding the motion to rescind the Ansley Park Development Agreement. Those minutes reflected the results of the vote as *Passed 6-0* and should have been *Failed 0-6*. He further explained that when the vote was taken he asked for all in favor, there was no one that raised their hand in favor and then followed by all opposed, and six members raised their hands to oppose, with one abstention, Mr. Estridge.

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Steve Harper moved that we amend the minutes from the June 27, 2016, as previously passed from the motion to rescind the Ansley Park Development Agreement to be changed from 6-0 which suggests 6 votes for and 0 against with 1 abstention to reflect that what actually occurred which was 0 votes for and 6 against with 1 abstention. This is consistent with Roberts Rules of Order page 305, *Amend Something Previously Adopted*. Seconded by Charlene McGriff. Passed 6-1. Jack Estridge opposed.

Resolution 0927-R2016 Resolution Amending the Motor Vehicle Use and Operation Policy

Resolution Title: A Resolution amending the motor vehicle use and operation policy – as adopted by Resolution 562 and amended by Resolutions 705,792, and 0862-R2015.

Charlene McGriff moved to approve Resolution 0927-R2016. Seconded by Brian Carnes. Passed 7-0.

Steve Willis noted that one other variation would be that the vehicle would be silver.

Public Hearing and 2nd Reading of Ordinance 2016-1402 regarding a Local Hospitality Tax

Ordinance Title: An Ordinance to establish a local hospitality tax to apply to all establishments, which sell prepared meals and beverages, located in the unincorporated areas of the Lancaster County.

Chairman Bundy opened the floor to receive public comment regarding the Local Hospitality Tax:

1. Hal Hiott, 2393 Oxford Circle, Lancaster, spoke as a citizen and not on behalf of the Recreation Department regarding the local hospitality tax. He discussed the need for improved recreation facilities and tourism in the county.
2. Gary Holland, 8728 Collins Road, Indian Land, spoke regarding the money that would be collected and discussed Section 3 regarding the funds being collected by the provider and Sections 6 and 7 places an undo burden upon the small business owner.
3. Pamela Trimnal, 2087 Avalon Road, discussed the local hospitality tax and the need to having a sports complex.
4. Brad Small, 595 W. Shiloh Unity Road, Lancaster, spoke regarding the need to have a sports complex. He noted that he takes his children out of town to play.
5. Steve Lambert, 3480 Activity Road, Lancaster, spoke regarding the need to having a sports complex and how sports improve the quality of life, teaching children sportsmanship and fair play.
6. Lester Belk, 2597 Oxford Circle, Lancaster, stated he is a member of the Joint Recreation Commission, and urged Council to not miss a great opportunity to bring some improved facilities and services to Lancaster County.

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7. Larry Small, 2272 Watts Drive, Lancaster, spoke as a small business owner and board member of the Dixie Youth Baseball, regarding the need for a sports complex and recreational activities for children so that we can retain families in Lancaster County.
8. Will Brice, 1139 Craig Avenue, Lancaster, spoke about the impact sports made on his life and the life of other children.
9. Amanda Steele, 1966 Tara Trail, Lancaster, spoke regarding a sports complex for Lancaster and noted that she takes her child outside of the county to play.
10. Kent Deese, 4007 Pioneer Lane, Lancaster, former fitness Health and PE Teacher, spoke regarding the benefits of having a sports complex and breaking down the barriers to physical activity and the lack of accessibility.
11. Gracie Scott, 3385 Great Falls Highway, Lancaster, asked Council to give the younger generation something to come back to Lancaster for after college.
12. Kara Letti, 3260 Millstone Creek Road, Lancaster, noted the over population of the Indian Land Recreation Center.
13. Erica Abbott, 1217 Claredon Drive, Lancaster, spoke as a small business owner regarding the hospitality tax.
14. Brian Trimnal, Avalon Lane, Lancaster, spoke regarding the Clemson Study and present recreation facilities and the need for improved facilities.

Larry Honeycutt moved to approve 2nd Reading of Ordinance 2016-1402. Seconded by Steve Harper.

Brian Carnes moved to amend Ordinance 2016-1402 to change the date that the tax applies from October 1, 2016 to January 1, 2017. Seconded by Larry McCullough. Passed 6-1. Steve Harper opposed.

Council voted to approve 2nd Reading of Ordinance 2016-1402 as amended 5-2. Bob Bundy and Jack Estridge opposed.

After discussions of Council, this item will be brought to the Administration Committee and the Infrastructure and Regulation Committee in September and back to Council at the last meeting in September. The Committees will review the matter to help answer the following questions:

- What are the cost
- How are the funds to be managed
- Time frames for the processes/steps
- Strategy and plan for funds

1st Reading of Ordinance 2016-1405 Fee Agreement by and among Lancaster County, (Red Ventures) RV-Imagitas, LLC and Lancaster Real Estate Group, LLC

Ordinance Title: An Ordinance to authorize the execution and delivery of a Fee Agreement by and among Lancaster County, RV-Imagitas, LLC and Lancaster Real Estate Group, LLC,

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providing for the payment of a fee-in-lieu of taxes and the provision of special source revenue credits; to express the intention of Council to provide monies to the Economic Development Fund; and to provide for other matters related thereto.

Charlene McGriff moved to approve 1st Reading of Ordinance 2016-1405. Seconded by Larry Honeycutt. Passed 7-0.

Council discussed the questions that have been raised regarding when roll back taxes are billed for agricultural property that are in fee-in-lieu property. Mr. Willis stated the Assessor would review the county's process of agricultural use of properties that are in fee-in-lieu agreements and check into how other counties handle this issue.

1st Reading of Ordinance 2016-1406 removal of property from the Chester County Multi-County Park Agreement

Ordinance Title: An Ordinance to authorize and approve the removal of property from the Agreement for the Development of a Joint Industrial and Business Park by and between Lancaster County, South Carolina and Chester County, South Carolina, dated December 5, 2005; and to provide for other matters related thereto.

Larry Honeycutt moved to approve 1st Reading of Ordinance 2016-1406. Seconded by Brian Carnes. Passed 7-0.

1st Reading of Ordinance 2016-1407 add property to the Multi-County Park Agreement for Chesterfield County

Ordinance Title: An Ordinance to amend the amended and restated master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, as amended and restated as of November 9, 2015, exhibits updated through January 11, 2016, so as to add to the agreement properties located in Lancaster County (Project Streetcar); and to provide for other matters related thereto.

Brian Carnes moved to approve 1st Reading of Ordinance 2016-1407. Seconded by Charlene McGriff. Passed 7-0.

1st Reading of Ordinance 2016-1410 rezoning of property of Sergey V. Kalashnick, 4309 Great Falls Highway to B-2 Community Business District

Ordinance Title: An ordinance to amend the Official Zoning Map of Lancaster County so as to rezone property owned by Sergey V. Kalashnick, located at 4309 Great Falls Highway from R-30, Low Density Residential/Agricultural District to B-2 Community Business District; and to provide for other matters related thereto.

Charlene McGriff moved to approve 1st Reading of Ordinance 2016-1410. Seconded by Steve Harper. Passed 7-0.

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Discussion / Action Items

Justice Assistance Grant (JAG) and public comments.

Steve Willis stated that this is the annual Federal Justice Assistance Grant (JAG) that is formula driven, non-competitive 100% grant. The Sheriff has determined that the funds will be best spent on capital items as follows:

Total grant award: \$22,107.

Laptop computers: 5,307

Simunition (training ammunition): \$4,800

SWAT Training: \$7,500

Crime Scene Camera: \$4,500

Chairman Bundy opened the floor to receive public comments regarding the grant. No citizen spoke regarding the matter.

Larry Honeycutt moved to approve the JAG Grant. Seconded by Larry McCullough. Passed 7-0.

Motion to Rescind the Motion to Renew Ordinance 2015-1369 (establish the Avondale PDD-27)

Jack Estridge moved to rescind the approved "Renewal of Ordinance 2015-1369" on June 13 by a vote of 6-1. Motion failed for a lack of a second.

Councilman Estridge stated the reason he is making this motions is that the motion to renew was an improper and unreasonable motion according to Robert's Rules of Order. Improper because it violated Chapter 10, Section 38, page 336, line 2 that reads, "If a "MOTION" is made – we know that a motion was not made. Number 2, the minutes from the January 11th meeting and Mr. Weaver admits there was not motion made. He stated in his June 13th summary "The passage of a motion to rescind either 1369 or 1370 would have the effect of cancelling Council's 1st Reading passage of both ordinances, because there was no action taken by Council during the 2nd Reading. Therefore, a motion to renew Ordinance 1369 is out of order. I have searched the table of contents and the index and the word "Ordinance" is nowhere in the Roberts Rules of Order book. I believe failure to address this breach of Council's adopted procedures would be grounds for litigation for which as a member of Council, I have standing. Please follow the Council's parliamentary procedures protected by the UDO, Section 2-50 and rescind the action of the June 13.

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Motion to Rescind the Motion to Renew Ordinance 2015-1370 (Avondale Development Agreement)

Jack Estridge moved to rescind the approved "Renewal of Ordinance 2015-1370" on June 13 by a vote of 6-1. Motion failed for a lack of a second.

Jack Estridge stated the following reasons for his motion: *Motion to renew was improper and unreasonable motion according to Roberts Rules of Order. Improper because it violates chapter 10, Section 38, 36, line 2 that reads if a motion is made and again there was no motion made. The minutes form the January 11th meeting and Mr. Weaver admits there was not motion made. He sated in his June 13th summary if passage of a motion to rescind 1369 and 1370 would have the effect of cancelling Council's 1st Reading passage of both ordinances. Because there were no action by council during the 2nd reading, therefore a motion to renew ordinance 1370. I have searched the table of contents and the index and the word "ordinance" is nowhere in the Roberts Rules of Order.*

Motion regarding recording error with Ansley Park Ordinance 650.

Jack Estridge moved for Council to direct the County Attorney to draft a Resolution to acknowledge a recording error and to correct the mistake so as to authorize and approve the recording of the correct version of Ordinance No. 650, PDD-21. Motion failed for a lack of a second.

Councilman Estridge stated that this Ordinance was amended on the third reading; see page 140 in your packet, to include the terms of Cambridge Home's one page Agreement (page 139). The version that was recorded is the first reading version, which does not include the amendment and was a recording error. I remember we just went through this with the Ordinance 2015-1327 this past August. That resolution precedence (pages 145 thru 152 in the packet) is what Council should be following now and not trying to come up with some reason not to be consistent or to rewrite history, O was there and the minutes show Rudy Carter made the motion to amend and it passed 7-0 (see page 150) and that third reading version is the law, not what is recorded now. I am just asking to go back and record the last reading that became law when Council voted 7-0.

Motion to reconsider the Preliminary Plan of Ansley Park.

Jack Estridge moved that Council directs the Planning Commission according to UDO Section 8.7.10.20, to properly advertise and conduct a reconsideration review of the approved Preliminary Plans for PDD-21, which were approved on February 16, 2016, by a vote of 5-2. The Commission shall review and reconsider the Plans as presented on that date, and shall insure that those Plans comply in every major area with the laws of the State of South Carolina, Ordinance 650 as amended, the current UDO, and where appropriate Ordinance 1378 (The

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Laws), and the Commission shall report back to Council its final review decision when completed. Motion failed for a lack of a second.

Councilman Estridge stated his reason for making the motions is that this does not void any contract that Lancaster County as with Forestar; it does not obligate Forestar to build a bridge; it does not obligate Forestar to change their plans for the 156 acres called Ansley Park.

Executive Session

Receipt of legal advice relating to a pending, threatened or potential claim – SC Code §30-4-70(2)

Economic Development Matter regarding Project 8 – SC Code §30-4-70(5)

Charlene McGriff moved to go into Executive Session. Seconded by Brian Carnes. Passed 7-0

Larry Honeycutt moved to come out of Executive Session. Seconded by Charlene McGriff. Passed 7-0.

John Weaver noted that during the course of Executive Session two matters were discussed; one involves an Economic Development Matter and the second involving potential litigation. During the course of those discussions, no votes were taken and no decisions were made.

Larry McCullough moved to authorize the County Attorney to move forward with notifying the applicant, the Planning Staff and the Planning Commission that Council will accept the appeal of Two Capital's apartment complex. Seconded by Charlene McGriff. Passed 7-0.

Adjournment

Councilman Larry Honeycutt moved to adjourn. Seconded by Brian Carnes. Passed 7-0.

Respectfully Submitted: Approved by Council September 12, 2016

Debbie C. Hardin
Clerk to Council

Steve Harper, Secretary



Members of Lancaster County Council

Bob Bundy, District 3, Chairman
Brian Carnes, District 7, Vice Chairman
Steve Harper, District 5, Secretary
Jack Estridge, District 6
Larry Honeycutt, District 4
Larry McCullough, District 1
Charlene McGriff, District 2

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Minutes of the Lancaster County Council Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, August 22, 2016

Council Members present were Bob Bundy, Larry McCullough, Jack Estridge, Brian Carnes, Larry Honeycutt, Steve Harper and Charlene McGriff. Also present was Steve Willis, Debbie Hardin, Veronica Thompson, John Weaver, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

The following press was notified of the meeting by e-mail or by fax in accordance with the Freedom of Information Act: *The Lancaster News*, *Kershaw News Era*, *The Rock Hill Herald*, *The Fort Mill Times*, Cable News 2, Channel 9 and the local Government Channel. The agenda was also posted in the lobby of the County Administration Building the required length of time and on the county website.

Call Workshop to order

Chairman Bob Bundy called the Workshop to order at 5:00 p.m.

Discussion of proposed Unified Development Ordinance (UDO)

Kara Drane and Penelope Karagounis reviewed the proposed UDO with Council. Ms. Drane distributed and discussed the attached schedule A during the workshop. Council voiced concerns regarding some of the items in the chapters, particularly the Pipeline/Railroad Overlay District. This item will be further reviewed by Ms. Karagounis and Ms. Drane.

Call meeting to order

Chairman Bundy called the meeting of Council to order at 6:30 p.m.

Welcome and Recognition/Pledge of Allegiance and Invocation

Chairman Bob Bundy welcomed everyone to the meeting, and announced the press notification was met. Councilman Jack Estridge led the Pledge of Allegiance to the American Flag and provided the invocation.

Approval of the agenda

Charlene McGriff moved to approve the agenda as written. Seconded by Brian Carnes. Passed 7-0.

Special presentations

South Carolina Association of Counties J. Mitchell Graham - Honorable Mention Award

Councilman Bob Bundy announced that the Lancaster County Fire and Rescue Volunteer Retention Program won the South Carolina Association of Counties, J. Mitchell Graham Honorable Mention Award. Councilman Bundy recognized Keith Wilson, Nate Wall and Patrick Helms for their work on the project and award presentation.

Citizens Comments

Sarah Phillips, 2045 Robert H. Kirk Road, commended staff on the work with the cat facility and requested that Council adopt a trap/neuter return policy. Ms. Phillips distributed information during citizen's comments to individual Council members (a copy was not provided to the clerk to for the record).

Joseph Ditchman, Jr., 4047 Ambleside Drive, Indian Land, Chairperson of the Transition Committee of the Home Owners Association for Sun City, spoke regarding the refinancing of the Sun City Bonds and wanted more information about the cost, the savings and outcome for the residents.

Waylon Wilson, 15117 Legend Oaks Court, Indian Land, spoke regarding the fee-agreement with Red Ventures. Mr. Wilson distributed his comments, attached to these minutes for reference as schedule B.

Gary Holland, 8728 Collins Road, Indian Land, spoke regarding Ordinance 650 and the recording of ordinances, two pending questions and the Motion to Rescind on the agenda as item 10b. Mr. Holland distributed his comments, attached to these minutes for reference as schedule C.

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Ben Levine, 5062 Terrier lane, spoke regarding the motion to rescind Avondale, Agenda Item 10b, and the Two Capital Partners appeal.

Phyllis Sklar, 2087 Clover Hill, Indian Land, spoke regarding Two Capital Partners appeal. Ms. Sklar distributed comments attached to these minutes for reference as schedule D.

Consent Agenda

- a. 3rd Reading of Ordinance 2016-1403 regarding a Moratorium
- b. 2nd Reading of Ordinance 2016-1410 rezoning of property of Sergey V. Kalashnick, 4309 Great Falls Highway to B-2 Community Business District

Larry Honeycutt moved to approve Consent Agenda items a and b. Seconded by Charlene McGriff. Passed 7-0.

Non-Consent Agenda

Resolution 0928-R2016 – Central Wire Inc., Inducement Resolution

A Resolution to state the commitment of Lancaster County to enter into a Special Source Revenue Credit Agreement with Central Wire, Inc.: to provide the general terms of the Special Source Revenue Credit Agreement; to identify the project; to state the commitment of Lancaster county to place project property in a multi-county park; and to provide for other matters related thereto.

Brian Carnes moved to approve Resolution 0928-R2016. Seconded by Charlene McGriff.

John Weaver distributed an amended Resolution 0928-R2016 and explained the changes had no material impact to the county. He stated the changes involved income tax savings to the company only. A copy of the redline version of the amended resolution is attached to these minutes as schedule E for reference.

Charlene McGriff moved to amend Resolution 0928-R2016 changing the language in 2d and e (page 2) of the Resolution to read as follows:

- d. an SSRC equal to fifty percent (50%) of the FILOT Payments due in connection with the Project, which SSRC shall not exceed a total cumulative dollar amount of \$79,467 and no SSRC shall be provided for County property tax years beginning after December 31, 2023; and
- e. pro rata repayment of any SSRC taken by the Company if either the Investment Commitment or Jobs Commitment is not met; and

Amendment Seconded by Steve Harper. Passed 7-0.

Council voted to approve Resolution 0928-R2016 as amended 7-0.

Resolution 0929-R2016 – LCI-Lineberger Construction Amendment to the Fee Agreement adding a sponsor affiliate

A Resolution authorizing an amendment to the fee agreement between Lancaster County, South Carolina and LCI-Lineberger Construction, Inc., to provide for the addition of a Sponsor Affiliate to such agreement.

Larry Honeycutt moved to approve Resolution 0929-R2016. Seconded by Brian Carnes. Passed 7-0.

Public Hearing {34 citizens in the audience} and 2nd Reading of Ordinance 2016-1405 Fee Agreement by and among Lancaster County, (Red Ventures) RV-Imagitas, LLC and Lancaster Real Estate Group, LLC

Ordinance Title: An Ordinance to authorize the execution and delivery of a Fee Agreement by and among Lancaster County, RV-Imagitas, LLC and Lancaster Real Estate Group, LLC, providing for the payment of a fee-in-lieu of taxes and the provision of special source revenue credits; to express the intention of Council to provide monies to the Economic Development Fund; and to provide for other matters related thereto.

Chairman Bundy opened the floor for public comments regarding this matter.

Waylon Wilson, 1511 Legend Oaks Court, Indian Land, stated that he has worked two years to understand the complex issues of agricultural tax credit of roll back taxes. He noted that it is money that could be collected not for Red Ventures only, but other companies as well.

Gary Holland, 8728 Collins Road, Indian Land, stated that this property was purchased in 2014 and noted that the change of use should trigger roll back taxes, which happened almost immediately. If you go out and look at the site, the trees have been harvested, land graded, buildings built and infrastructure is in place. Lancaster County should have already billed for roll back taxes and as pointed out there are 24-26 other sites in Lancaster County that the roll back taxes have not been billed nor collected.

Hearing no other citizens speak regarding the matter the public hearing closed.

Charlene McGriff moved to approve 2nd Reading of Ordinance 2016-1405. Seconded by Steve Harper. Passed 7-0.

Councilman Estridge asked why we have not sent out bills and collected these taxes.

Steve Willis explained that we had a meeting with Mr. Brad Carnes, the Assessor and Mr. Waylon Wilson. Mr. Carnes contacted the SC Department of Revenue and surveyed other counties to find out practices. The law does not require roll back taxes to be billed anytime prior to the normal time. Most counties follow the process that we have been using for a number of years, which is to bill in October. He did find several counties that bill upon the notice of

change, however the bill would still not be due until the normal tax payment deadline of January 15.

Councilman Bundy noted that this item would come before the Administration Committee to discuss future policy.

Councilman Harper requested that roll back taxes be included in any economic development incentive package.

Councilman Carnes asked for an explanation as to the tax bills and the Auditor's roll in agreement to send out these bills. Mr. Willis noted that it would affect multiple offices, the Assessor would go through their processes, and the Auditor would have to calculate special billing. If bills are sent prior to setting millage, the bill will be based on old millage.

Councilman McCullough noted that there are two items that come from the information presented to Council that would need to be reviewed by the Committee:

1. The roll back tax process
2. Agricultural use of property (commercial/FILOT)

The advertised public hearing for this ordinance has been postponed until September 12, 2016.

Chairman Bundy noted that we had advertised a public hearing regarding Ordinance 2016-1406 that has been postponed to September 12, 2016.

2nd Reading of Ordinance 2016-1406 removal of property from the Chester County Multi-County Park Agreement

Ordinance Title: An Ordinance to authorize and approve the removal of property from the Agreement for the Development of a Joint Industrial and Business Park by and between Lancaster County, South Carolina and Chester County, South Carolina, dated December 5, 2005; and to provide for other matters related thereto.

Brian Carnes moved to approve 2nd Reading of Ordinance 2016-1406. Seconded by Larry Honeycutt. Passed 7-0.

Public Hearing and 2nd Reading of Ordinance 2016-1407 add property to the Multi-County Park Agreement for Chesterfield County

Ordinance Title: An Ordinance to amend the amended and restated master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, as amended and restated as of November 9, 2015, exhibits updated through January 11, 2016, so

as to add to the agreement properties located in Lancaster County (Project Streetcar); and to provide for other matters related thereto.

Chairman Bundy opened the public hearing to receive comments regarding Ordinance 2016-1406. No citizens spoke during this public hearing.

Charlene McGriff moved to approve 2nd Reading of Ordinance 2016-1407. Seconded by Larry McCullough. Passed 7-0.

Resolution 0925-R2016 regarding Sun City Carolina Lake Improvement District engagement to providing underwriting services.

Brian Carnes moved to approve Resolution 0925-R2016. Seconded by Larry McCullough. Passed 7-0.

1st Reading of Ordinance 2016-1404 Sun City Carolina Lakes Improvement District Assessment Refunding Revenue Bonds

Ordinance Title: An Ordinance to authorize and provide for the issuance and sale of not to exceed \$15,000,000 principal amount Sun City Improvement District Assessment Refunding Revenue Bonds, Series 2016A, or such other appropriate series designation; to limit the payment of the bonds solely to the assessments imposed within the Sun City Improvement District; to provide for the execution of a second supplemental indenture; to make other covenants and agreements in connection with the foregoing; and to provide for other matters relating thereto.

Charlene McGriff moved to approve 1st Reading of Ordinance 2016-1404. Seconded by Larry McCullough. Passed 7-0.

Councilman Carnes noted that this item was discussed in the Administration Committee and Ms. Frannie Heizer of McNair and Mr. Brian Nurkic from the bonding company made presentations. They are going to look at the numbers (they don't have all the numbers yet - they are going through the process to know what the numbers will be) and the bottom line is there will be no refinancing if the numbers don't make sense. We set a delta that is higher than the normal industry standard that they have to meet before we will continue with the refinance.

Charlene McGriff noted that if it don't reach the threshold that we have approved it will not move forward, but if it does it will allow the residents in that area to have a savings on the assessments. If not we will not move forward with any action.

Councilman Bundy noted that the savings and cost of the refinance are questions that we had in our Administration Committee and had the item brought back with explanation from the Bonding Attorney and Bonding Company.

Resolution 0930-R2016 Sun City Carolina Lakes Assessment Roll for 2016

Resolution approving the updated 2016 Assessment Roll for the Sun City Carolina Lakes Improvement District, Lancaster County, South Carolina.

Larry McCullough moved to approve Resolution 0930-R2016. Seconded by Larry Honeycutt. Passed 7-0.

1st Reading of Ordinance 2016-1411 rezoning of property of Kim Lineberger, 1456 Kershaw Camden Highway to I-2 Heavy Industrial District

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Kim Lineberger, located at 1456 Kershaw Camden Highway from I-1, Light Industrial District to I-2, Heavy Industrial District; and to provide for other matters related thereto.

Larry Honeycutt moved to approve 1st Reading of Ordinance 2016-1411. Seconded by Steve Harper. Passed 7-0.

Councilwoman McGriff noted her concern with this rezoning is that upon reading the report in the agenda package it references that it conflicts with the Future Land Use Map and the Lancaster County Comprehensive Plan. She requested that Penelope Karagounis explain the perspective of staff and the position of the Planning Commission.

Ms. Karagounis explained that from the staff perspective they have a policy document to go by, the future land use map, that was adopted by this Council in 2014. This rezoning does not comply as it does not state that it is industrial for that area. She noted that staff did state that this is a great economic opportunity for this county and that the property owner will be doing business at the front and overseeing the project, but from a Planning perspective, we could not recommend approval based on the current policies. As for Planning Commission, they made the recommendation on July 19, 2016, to approve this rezoning application.

Another concern of Councilwoman McGriff was that Ms. Lineberger is requesting heavy industrial, so what happens if Ms. Lineberger sells the land. Ms. Karagounis stated that any rezoning, we don't rezone for a particular business, we rezone for all the uses allowed.

Councilman Harper stated that Ms. Lineberger is relocating her business there and is really cleaned the site up and has a ready-to-build pad for her business.

Councilman Estridge asked if it would be in order to ask Ms. Lineberger to volunteer to pay the roll back taxes of agricultural use of the large parcel.

John Weaver will address the roll back tax question with the Attorney for Lineberger prior to 2nd Reading.

1st Reading of Ordinance 2016-1412 Fourth Amendment to the Haile Gold Mine Agreement for Development of a Joint Industrial and Business Park

Ordinance Title: An Ordinance to approve a fourth amendment to the agreement for the Development of a Joint Industrial and Business Park dated as of December 1, 2008 between the County and Chester County so as to add to the agreement certain Haile Gold Mine Inc. property; to correct scrivener's errors in certain legal descriptions and tax map number identifiers for certain property previously added and covered by the agreement; and to provide for other matters related thereto.

Larry Honeycutt moved to approve 1st Reading of Ordinance 2016-1412. Seconded by Brian Carnes. Passed 7-0.

1st Reading of Ordinance 2016-1413 Haile Gold Mine Fee Agreement

Ordinance Title: An Ordinance to ratify and approve the transfer of certain property and related interest in a fee agreement by Haile Gold Mine Inc. to Oceanagold Exploration (Carolina) Inc.; to authorize and approve a Fourth Amendment to the Fee Agreement between Lancaster County and Haile Gold Mine Inc.; to provide for the form of the Fourth Amendment; to authorize certain officials to execute and deliver the Fourth Amendment; and to provide for other matters related thereto.

Brian Carnes moved to approve 1st Reading of Ordinance 2016-1413. Seconded by Charlene McGriff. Passed 7-0.

Discussion / Action Items

Request for use of vacant county space by Kershaw Community Park Council (KCPC)

Councilman Estridge noted the information in the agenda package regarding the request of use of vacant office space in the Lancaster County Kershaw Government Complex. This space was formerly occupied by York Technical College. The Kershaw Community Park Council has been allowed to use property owned by the Town of Kershaw, however, that property has been withdrawn so that the town can make needed renovations to the building. The Infrastructure and Regulation Committee (I&R Committee) favorably recommended a one year lease.

Larry McCullough moved to approve a one (1) year lease with Kershaw Community Park Council. Seconded by Steve Harper.

Charlene McGriff moved to amend the motion to approve a one (1) year space use agreement (instead of a lease). Seconded by Larry Honeycutt. Passed 7-0.

Council voted on the motion as amended 7-0.

Letter regarding a Motion to Rescind

Chairman Bundy made the following statement:

As the Chair, when I receive request for placing things on the agenda, they can either be approved or disapproved. I have chosen to disapprove this as a item on the agenda based on a motion was made and to rescind this particular item, I considered the item a dead issue so therefore if this is to be placed on the agenda of the September 12 meeting, then it needs basically a motion and a majority of Council to put it on the agenda of September 12.

Brian Carnes moved to add this item to the September 12, 2016 Council Meeting agenda. Seconded by Larry McCullough. Passed 5-2. Bob Bundy and Jack Estridge opposed.

Councilman Estridge commented on the conflict with the interpretation of Roberts Rules of Order. He noted that denied rezoning applications has a 12 month waiting process. Councilman Estridge asked that the County Attorney debate the Roberts Rules interpretation or show it to someone else to get another opinion.

John Weaver addressed this comment stating he has been a lawyer for 40 years and a government attorney for 15 years, in a county that is five times this size and here now for two years. He stated that he is asked every other week about an interpretation of Roberts Rules of Order and that is why he put it on page 161 of the agenda package. He further stated that anything that you have heard from the contrary from non-lawyers or people speaking as citizens comments is incorrect. His opinion is that this motion is appropriate and anything to the contrary is incorrect and not based on sound legal principals of Roberts Rules of Order.

Board and Commission appointments

- *Lauren Vincent Thomas, Health and Wellness Board – representing District 7*

Larry Honeycutt moved to appoint Lauren Vincent Thomas to the Health and Wellness Board representing District 7 for the unexpired term ending June 30, 2017. Seconded by Brian Carnes. Passed 7-0.

- *Jamie Gilbert, Economic Development representative on the Workforce Investment Board appointment*

Brian Carnes moved to appoint Mr. Jamie Gilbert to the Workforce Investment Board. Seconded by Charlene McGriff. Passed 7-0.

- *Stephen G. Gardner, Riverside Fire Department - Lancaster County Fire Commission – unexpired term.*

Larry Honeycutt moved to appoint Stephen G. Gardner to the Lancaster County Fire Commission representing Riverside Fire Department for an unexpired term ending June 30, 2017.

Adjournment

Councilman Larry Honeycutt moved to adjourn. Seconded by Brian Carnes. Passed 7-0.

Respectfully Submitted:

Approved by Council September 12, 2016

Debbie C. Hardin
Clerk to Council

Steve Harper, Secretary

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2016-1410

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY SERGEY V. KALASHNIK, LOCATED AT 4309 GREAT FALLS HIGHWAY FROM R-30, LOW DENSITY RESIDENTIAL/AGRICULTURAL DISTRICT TO B-2, COMMUNITY BUSINESS DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Sergey V. Kalashnik applied to rezone property located at 4309 Great Falls Highway from R-30, Low Density Residential/Agricultural District to B-2, Community Business District.

(b) On July 19, 2016, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-30, Low Density Residential/Agricultural District to B-2, Community Business District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0107-00-046.00

Section 3. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this ____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 8-8-16	Passed 7-0
Second Reading: 8-22-16	Passed 7-0
Third Reading: 9-12-16	Tentative

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2016-1405

COUNTY OF LANCASTER

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AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND AMONG LANCASTER COUNTY, RV-IMAGITAS, LLC AND LANCASTER REAL ESTATE GROUP, LLC, PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings.

The Lancaster County Council finds that:

(a) Lancaster County, South Carolina (the "County") acting by and through its County Council (the "Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act") to enter into fee-in-lieu of tax ("FILOT") agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally;

(b) the County is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended, to provide special source revenue credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County;

(c) RV-Imagitas, LLC and Lancaster Real Estate Group, LLC, and one or more affiliates (collectively, the "Company"), is considering investment in personal property and certain real estate improvements located in the County which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be at least approximately One Hundred Million Dollars (\$100,000,000.00) over seven (7) years (the "Project");

(d) the Company indicates the Project will result in the creation of at least one thousand three hundred (1300) new full-time jobs (*i.e.*, at least thirty (30) hours per week) with health care benefits;

(e) pursuant to Resolution No. 0908-R2016, adopted January 25, 2016, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into a fee-in-lieu of tax incentive with the Company and the provision of special source revenue credits;

(f) the Company has caused to be prepared and presented to the Council the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee-in-lieu of tax payments utilizing a six percent (6%) assessment ratio, a fixed millage rate of 289.4 for a period of thirty (30) years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree, and for the Economic Development Property (as defined in the Act), special source revenue credits equal to fifty percent (50%) of the fee-in-lieu of tax payments for each of the twenty consecutive years following the year in which such portion of the Project is placed in service; and

(g) it appears that the Fee Agreement, which is attached to this ordinance, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

Section 2. **Approval of Fee Agreement.**

Subject to the provisions of Section 5 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate an industrial facility in the State, the Fee Agreement is hereby authorized, ratified, and approved.

Section 3. **Statutory Findings.**

Council makes the following additional findings:

(a) The Project will constitute a "project" as the term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made.

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

(e) The purposes to be accomplished by the Project, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes.

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.

- (g) The benefits of the Project to the public will be greater than the costs to the public.

Section 4. Cost-Benefit Findings.

Council makes the following findings concerning the costs and benefits of the Project:

(a) The benefits of providing the incentives arrangement set forth in the Fee Agreement include: (i) investment in personal property and certain real estate improvements of at least \$100,000,000; (ii) an average annual increase in property taxes (FILOT payments) of approximately \$788,724 after application of incentives; (iii) construction benefit of \$7,964,400; (iv) facility operation benefit of \$62,168,028; (v) employee benefit of \$1,084,174; and (vi) visitor benefit of \$0. The total benefit is estimated at \$71,216,602;

(b) The cost of providing the incentives arrangement is estimated at: (i) development costs of \$0; (ii) operational costs of \$24,039,347; and (iii) employee costs of \$997,135. The total cost is estimated at \$25,036,482.

(c) The benefit to cost ratio in year one is estimated at \$2.84:1 and after year one at \$2.53:1.

(d) The value of the FILOT incentive to the Company is estimated at \$8,297,002 and the special source revenue credits at \$17,340,000.

Section 5. Approval and Execution of Fee Agreement.

The form, terms, and provisions of the Fee Agreement, attached hereto as Exhibit A, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement was set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the Fee Agreement attached to this ordinance.

Section 6. Economic Development Fund.

(A) Council finds that (i) by passage of Ordinance No. 2014-1260, Council created an Economic Development Fund with the intent to make monies available to the fund from new revenues to the County derived from new and expanded businesses and industry, and (ii) the ability to make monies available to the Economic Development Fund can be difficult because of complexities and legalities applicable to fee-in-lieu of tax arrangements and multi-county parks.

(B) It is the intent of Council, in the annual County budget, to appropriate monies to the Economic Development Fund based on the new revenue that the County receives pursuant to the Fee Agreement. Specifically, it is Council's intent to appropriate from the General Fund of the County an amount based on the following formula: Seven percent (7%) times the amount of money received pursuant to the Fee Agreement by the County after distribution to other taxing entities in the most recently completed tax year.

Section 7. Authority to Act.

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 8. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 9. Controlling Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, resolutions or orders, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 10. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this ____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	August 8, 2016	Passed 7-0
Second Reading:	August 22, 2016	Passed 7-0
Public Hearing:	August 22, 2016	
Third Reading:	September 12, 2016	Tentative

Exhibit A to Ordinance No. 2016-1405

Fee Agreement

Lancaster County, RV-Imagitas, LLC and Lancaster Real Estate Group, LLC

See attached.

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FEE AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

RV-IMAGITAS LLC

and

LANCASTER REAL ESTATE GROUP, LLC

Dated as of September 12, 2016

FEE-IN-LIEU OF TAX AGREEMENT

This FEE AGREEMENT (this "Agreement") is dated as of September 12, 2016, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), RV-IMAGITAS LLC, a North Carolina limited liability company ("Sponsor"), and LANCASTER REAL ESTATE GROUP, LLC, a North Carolina limited liability company ("Sponsor Affiliate") (Sponsor and Sponsor Affiliate are collectively referred to herein as the "Companies").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the "Multi-County Park Act"): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a "FILOT"); and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Companies propose to expand their technology based sales and marketing business operations in the County (the "Project"); and

WHEREAS, the Companies anticipate that the Project will result in the creation of approximately 1,300 new, full time jobs and an investment of \$100,000,000 in the County; and

WHEREAS, the County Council approved on January 25, 2016 Resolution No. 0908-R2016 (the "Inducement Resolution"), an inducement resolution to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement; and

WHEREAS, as a result of the Companies expanding operations in the County, the Companies requested that the County complete the FILOT arrangement referred to in the Inducement Resolution by entering into this Agreement with the Companies pursuant to the Act, and the Companies elect to enter into such FILOT arrangement with the County in an effort to encompass the terms surrounding the Project and allowing the Companies to make FILOT payments pursuant to the Act; and

WHEREAS, it is presently anticipated, but not required, that Sponsor Affiliate will initially own (if not already so owned) that portion of the Project comprised of the Land (as defined herein) and certain real property improvements now or hereafter constructed thereon; and

WHEREAS, it is presently anticipated, but not required, that Sponsor will hereafter own (if not already so owned), that portion of the Project composed of personal property now or hereafter located on the Land; and

WHEREAS, for the Project, the parties have also determined that Sponsor is a Project Sponsor, and that the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Companies, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Companies to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Companies agree as follows:

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B) of the Act, the County and the Companies agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement.

1. Legal name of each initial party to this Agreement:
RV-Imagitas LLC; Lancaster Real Estate Group, LLC; Lancaster County, South Carolina
2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

Lancaster County, see Exhibit A
3. Minimum investment agreed upon: \$100,000,000
4. Length and term of this Agreement: 30 years for each annual increment of investment in the Project during the Investment Period.
5. Assessment ratio applicable for each year of this Agreement: 6%

6. Millage rate applicable for each year of this Agreement: 289.4 mills, the millage rate in effect on June 30, 2015
7. Schedule showing the amount of the fee and its calculation for each year of this Agreement: Waived by the County and the Companies.
8. Schedule showing the amount to be distributed annually to each of the affected taxing entities: Waived by the County and the Companies.
9. Statements
 - (a) The Project is to be located in a multi-county park;
 - (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
 - (c) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to 50% of Negotiated FILOT Payments for each of the twenty consecutive years following the year in which such portion of the Project is placed in service.
 - (d) Payment will not be modified using a net present value calculation; and
 - (e) Replacement property provisions will apply.
10. Any other feature or aspect of this Agreement which may affect the calculation of items (7) and (8) of this summary. Waived by the County and the Companies.
11. Description of the effect upon the schedules required by items (7) and (8) of this summary of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8): Waived by the County and the Companies.
12. Which party or parties to this Agreement are responsible for updating any information contained in this summary: Waived by the County and the Companies.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“*Act*” or “*Simplified FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“*Administration Expense*” shall mean the reasonable and necessary out-of-pocket expenses, including attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement, (ii) the preparation, review, approval and

execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with such other person or entity. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the person or entity, whether through the ownership of voting securities, by contract, or otherwise.

"Agreement" shall mean this Fee Agreement by and among the County and the Companies, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of September 12, 2016.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

"Companies" shall mean Sponsor and Sponsor Affiliate, collectively.

"Company" shall mean each of Sponsor and Sponsor Affiliate.

"County" shall mean Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

"County Council" shall mean the governing body of the County and its successors.

"Department of Revenue" shall mean the South Carolina Department of Revenue.

"Economic Development Property" shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code and in this Agreement; provided, however, that the County and the Companies specifically agree that such term shall only include property that is used for business purposes other than as retail space, hotels or restaurants. For the avoidance of doubt, the term "Economic Development Property" shall include restaurants located on the Project that primarily serve employees of the Companies or their Affiliates and the families and guests of such employees.

"Equipment" shall mean all machinery, equipment, furnishings, and other personal property acquired by Sponsor or Sponsor Affiliate and installed as part of the Project during the Investment Period in accordance with this Agreement.

"Event of Default" shall mean an Event of Default as defined in Section 11.01 hereof.

"Existing Property" shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and

delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) property acquired or constructed by Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; or (b) modifications which constitute an expansion of Existing Property.

“*FILOT*” shall mean the fee-in-lieu of taxes, which Sponsor or Sponsor Affiliate are obligated to pay to the County pursuant to Section 5.01 hereof.

“*FILOT Payments*” shall mean the payments to be made by Sponsor or Sponsor Affiliate to Section 5.01 hereof.

“*FILOT Revenues*” shall mean the revenues received by the County from the payment of the FILOT.

“*Investment Commitment*” shall mean the agreement of the Companies to make investments with respect to the Project as set forth in Sections 2.02(d) and 4.01 of this Agreement.

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is seven years from the end of the property tax year in which this Agreement is executed by the Companies and the County, unless extended by agreement of the County and the Companies pursuant to Section 12-44-30(13) of the Code.

“*Jobs Commitment*” shall mean the commitment of Sponsor and Sponsor Affiliate to create jobs with respect to the Project as set forth in Section 2.02(e) of this Agreement.

“*Land*” shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto. Additional real estate may be included in Exhibit A by amendment as provided in the Section 12.12 of this Agreement.

“*Multi-County Park Act*” shall mean Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution, as amended through the date hereof.

“*Negotiated FILOT Payment*” shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

“*Non-Qualifying Property*” shall mean that portion of the Project consisting of: (i) property as to which Sponsor or Sponsor Affiliate incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Companies have terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof; and (iv) property that would otherwise qualify as Economic Development Property, but is primarily

used as retail space, hotels or restaurants; provided, however, that restaurants located on the Project that primarily serve employees of the Companies or their Affiliates and the families and guests of such employees shall not be deemed to be "Non-Qualifying Property." The Companies agree that the real estate improvements on the Land as of the date of this Agreement shall constitute Non-Qualifying Property for purposes of this Agreement.

"*Person*" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"*Project*" shall mean, collectively herein, the Project, and shall include the buildings and other improvements on the Land to the extent placed thereon by or on behalf of the Companies, including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

"*Project Commitment*" shall mean the (i) Investment Commitment, and (ii) Jobs Commitment.

"*Released Property*" shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which any Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

"*Replacement Property*" shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(g) hereof and Section 12-44-60 of the Code.

"*Special Source Revenue Credits*" shall mean the Special Source Revenue Credits described in Section 5.01 hereof.

"*State*" shall mean the State of South Carolina.

"*Streamlined FILOT Act*" shall mean Title 4, Chapter 12 of the Code, as amended through the date hereof.

"*Term*" shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

"*Transfer Provisions*" shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03. References to Agreement. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County represents and warrants that: (i) it is a body politic and corporate and a political subdivision of the State; (ii) it is authorized by the Act to enter into this Agreement; (iii) it has approved this Agreement in accordance with the procedural requirements of the Act and any other applicable state law; and (iv) it has authorized its officials to execute and deliver this Agreement.

Section 2.02. Representations and Warranties by Sponsor. The Sponsor makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Sponsor is a limited liability company, validly existing and in good standing under the laws of North Carolina and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing Sponsor to locate its portion of the Project within Lancaster County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of Sponsor are pending or threatened against or affecting Sponsor in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, Sponsor, along with Sponsor Affiliate, commits to an investment of at least One Hundred Million Dollars (\$100,000,000) in Economic Development Property by the end of the Investment Period. The investment amount shall not include any amount paid by the Companies for real estate improvements on the land existing as of the date of this Agreement. Investments made by Sponsor Affiliate in Economic Development Property shall be included in the determination whether Sponsor has fulfilled its commitment made in this item to invest in the Project.

(e) For the Project, Sponsor, along with Sponsor Affiliate, commits to create, not later than the end of the Investment Period, not less than one thousand three hundred (1300) new full time jobs (*i.e.*, at least thirty (30) hours per week) with health care benefits. Jobs created by Sponsor Affiliate shall be included in the determination whether Sponsor has fulfilled its commitment made in this item to create jobs.

(f) The income tax year of Sponsor, and accordingly the property tax year, for federal income tax purposes is a 52/53 week fiscal year ending on the Saturday closest to December 31.

(g) No event has occurred and no condition currently exists with respect to Sponsor, which would constitute a Default or an "Event of Default" as defined herein.

(h) Sponsor intends to operate its portion of the Project as a part of its technology based sales and marketing businesses. The Project constitutes a "project" and "economic development property" as provided under the Act

Section 2.03. Representations and Warranties by Sponsor Affiliate. Sponsor Affiliate makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Sponsor Affiliate is a limited liability company, validly existing and in good standing under the laws of North Carolina and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing Sponsor Affiliate to locate its portion of the Project within Lancaster County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of Sponsor Affiliate are pending or threatened against or affecting Sponsor Affiliate in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

Section 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Companies in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

Section 3.02. No Warranties by County. Each Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for such Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Companies the benefits of the Negotiated FILOT Payments in consideration of the Companies' decision to locate the Project within Lancaster County and that

this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, any Company and the County express their intentions that such payments be reformed so as to afford the Companies benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, each Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive other tax credits which would be due if such Company were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by such Company to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. Each Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Companies.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Companies have otherwise complied with or provides satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04. Multi-County Park Status. The County agrees to maintain the Land in a multi-county park established pursuant to the Multi-County Park Act until the date this Agreement is terminated. If it becomes necessary to move the Land from one multi-county park to another prior to the termination of this Agreement, the County agrees to use its best efforts to place the Land in a multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

ARTICLE IV

INVESTMENT BY COMPANIES IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. Investment by Companies in Project. For the Project, the Companies agree to invest at least One Hundred Million Dollars (\$100,000,000) in Economic Development Property by the end of the initial Investment Period. The investment amount shall not include any amount paid by any Company for real estate improvements on the Land existing as of the date of this Agreement. Investments made by Sponsor or Sponsor Affiliate in Economic Development Property shall be included in any determination whether the Companies have fulfilled their commitment made in this Section to invest in the Project.

Section 4.02. Reporting and Filing.

(a) Sponsor agrees to provide a copy of Form PT-443 filed with the Department of Revenue to the County Auditor and the County Assessor of the County and any multi-county park partner county not later than 30 days after execution and delivery of this Agreement. Each year during the term of this Agreement, each Company shall deliver to the County Auditor, the County Assessor, and the County Treasurer, a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue

(b) (1) Each Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(2) Each Company agrees that the County and its authorized agents have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the of Companies' books and records pertaining to the Project and the Filings. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by any Company to protect such Company's confidentiality and proprietary rights. Any such entrance upon and examination and inspection of the Project and Filings shall be at the County's expense.

(c) The County acknowledges and understands that the Companies may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Companies' operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Companies and could have a significant detrimental impact on the Companies' employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Companies,

their agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Companies and give the Companies the opportunity to contest the release.

Section 4.03 Modification of Project.

(a) As long as no event of default exists hereunder, the Companies shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) Each Company may, at its own expense, add to the Project any real and personal property as such Company in its discretion deems useful or desirable.

(ii) In any instance where a Company, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, such Company may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(iii) Each Company may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b)(i)(1) hereof.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Companies shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each property tax year shall equal:

(i) For the Project:

- (1) With respect to any portion of the Project consisting of Non-Qualifying Property, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; and
- (2) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a "Negotiated FILOT").

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate equal to 289.4 mills, the millage rate in effect on June 30, 2015, for the entire term of this Agreement, and (3) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to 50% of Negotiated FILOT Payments for each of the twenty consecutive years following the year in which such portion of the Project is placed in service.

(e) The FILOT payments are to be recalculated:

- (i) to reduce such payments in the event a Company disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;
- (ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event a Company adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if a Company elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i)(1) above, as permitted by Section 4.03(a)(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Companies to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Companies to the County in property taxes if the Companies had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(g) Upon any Company's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by any Company, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the thirty-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Companies may, at the Companies' expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in

whole or in part, the Companies and the County agree that the Companies shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i)(1) hereof. In such event, the Companies shall be entitled, to the extent permitted by law: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (2) to enjoy all allowable depreciation. The Companies agree that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Companies.

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, by Sponsor or Sponsor Affiliate does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the applicable Investment Period ("**Act Minimum Investment Requirement**"). If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Companies shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Companies had the project been taxable, taking into account exemptions from property taxes that would have been available to the Companies, and the total amount of fee payments actually made by the Companies. This additional amount is subject to interest as provided in Section 12-54-25. The Companies agree, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to any Company.

(j) (1) If the Companies satisfy the Act Minimum Investment Requirement but do not satisfy either the Investment Commitment or the Jobs Commitment or both, the Companies shall be required to repay to the County a portion of the Special Source Revenue Credits received and the repayment amount shall be calculated as follows:

Repayment Amount = Total Amount of Special Source Revenue Credits Received
minus [dollar amount of Special Source Revenue Credits received times Clawback
Achievement Percentage]

Clawback Achievement Percentage = [(Maximum Investment Achieved During
Investment Period / \$100,000,000) + (Number of Jobs Meeting Jobs Commitment /
1300)] ÷ 2. *Provided, however*, that neither of the two computations may be more than
one hundred percent (100%).

For example, and by way of example only, if the Companies satisfied the Act Minimum Investment Requirement during the Investment Period, created 1400 jobs meeting the Jobs Commitment but only achieved a maximum investment of \$90,000,000, and if the Companies had received \$1,500,000 in Special Source Revenue Credits, the Repayment Amount would be \$75,000, calculated as follows:

$$\text{Clawback Achievement Percentage} = (\$90,000,000 / \$100,000,000) + (1400 / 1300) \div 2 = (90\% + 100\%) \div 2 = 190 \div 2 = 95\%$$

$$\text{Repayment Amount} = \$1,500,000 - (\$1,500,000 \times 95\%) = \$1,500,000 - \$1,425,000 = \$75,000.$$

(2) If the Companies are required to make a repayment to the County pursuant to subsection (j)(1) of this section, then the Companies are not eligible for any Special Source Revenue Credits after the end of the Investment Period.

(3) In the event that both the Investment Commitment and the Jobs Commitment are satisfied by the end of the Investment Period, but following the Investment Period, investment in the Project, without regard to depreciation or other diminution in value, falls below the investment level set forth in the Investment Commitment or the number of new, full-time jobs falls below that set forth in the Jobs Commitment, then the Companies agree that the Companies forfeit the Special Source Revenue Credit for the year in which either the Investment Commitment or the Jobs Commitment, or both, is not maintained. On or before May 31 of the year following the end of the Investment Period, and for each year thereafter that the Companies would be eligible for a Special Source Revenue Credit, the Companies shall certify to the County Auditor that the Companies have complied with the Investment Commitment and Jobs Commitment, and, to the extent that the credit would apply to a year after the end of the Investment Period, that the Companies have maintained the Investment Commitment and Jobs Commitment. If the certification is not made by, or is received after, May 31 of the applicable year, then the Companies agree that the Special Source Revenue Credits are forfeited for the then applicable year.

(k) Unless otherwise provided by the Act, any amounts due to the County under this Section 5.01 by virtue of the application of Section 5.01(h)-(j) hereof shall be paid within 90 days, following written notice thereof from the County to the Companies.

(l) Notwithstanding any other provision of this Agreement, the Companies acknowledge and agree that County's obligation to provide the FILOT incentive and the Special Source Revenue Credits ends, and this Agreement is terminated, if the Companies cease operations. For purposes of this Section 5.01(l), "**cease operations**" means permanent closure of the facility. The provisions of Section 5.01(j) relating to clawback apply if this Agreement is terminated in accordance with this subsection prior to the end of the Investment Period and before the Companies have achieved the Investment Commitment and Jobs Commitment. The Companies agree that if this Agreement is terminated pursuant to this Section 5.01(l), that under no circumstance shall the County be required to refund or pay any monies to the Companies.

ARTICLE VI

PAYMENTS BY COMPANIES

Section 6.01. Defaulted Payments. In the event any Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of such Company until the amount in default shall have been fully paid. The Companies agree that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code.

ARTICLE VII

CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, any Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Companies decide not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, each Company shall use the Project for the purposes identified in Section 2.02(h) of this Agreement and for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Assignment. The County agrees that, to the maximum extent allowable under the Act (or any amendments thereto), each Company may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, and any lease agreement, lease purchase agreement, or fee agreement, as the case may be, or any other agreement related hereto or thereto, or transfer any and all assets of such Company, to one or more Related Entities (as defined in Section 9.01 below) without adversely affecting the benefits of such Company or its assignees pursuant to any such agreement or the Act. Such Company shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of such Company, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act. To the extent that the Act may require the consent, approval or ratification of or by the County for the assignment of this Agreement, in whole or in part, the County agrees to not unreasonably withhold its consent, approval or ratification.

Section 8.03. Indemnification. Sponsor and Sponsor Affiliate release the County, including the members of the governing body of the County, and the employees, officers,

attorneys and agents of the County (herein collectively referred to as the "Indemnified Parties") from, agree that the Indemnified Parties shall not be liable for, and agree to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. Sponsor and Sponsor Affiliate further agree to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Companies in the performance of any covenant or agreement on the part of the Companies to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or negligent failure to act where there is a duty to do so by any Company, or any of their agents, attorneys, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any officer, agent, attorney, servant, or employee of the County in his or her individual capacity, and, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, attorney, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by any Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Sponsor and Sponsor Affiliate shall indemnify and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnified Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Companies, and the Companies shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Companies shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Companies have the ability to, and do, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Companies reasonably determines that a conflict of interest exists between the County and the Companies, the County may, in its sole discretion,

hire independent counsel to pursue its own defense, and the Companies shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section shall be in addition to any heretofore extended by the Companies to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

Section 8.04. Sponsors and Sponsor Affiliates. Sponsor or Sponsor Affiliate may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Companies and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Sponsor, Sponsor Affiliate or other Sponsors or Sponsor Affiliates, or other Persons described in Section 8.02 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by the County in writing. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Act Minimum Investment Requirement by the end of the Investment Period. Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. Each Company may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfer to Sponsor or Sponsor Affiliate (collectively, the "Related Entities"), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), such Company shall first obtain the prior written consent or subsequent ratification of the County; (ii) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of such Company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of such

Company hereunder, but all obligations of such Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) such Company, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) such Company and the transferee shall comply with all other requirements of the Transfer Provisions.

Each Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Companies with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County's rights under this Agreement, except for its rights to receive FILOT revenues, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by the Companies with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional action on the part of the County; provided, however, that the County hereby agrees, at the Companies' expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Companies execute this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The Project has a term of thirty years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Companies may agree to terminate this Agreement at any time, or the Sponsor or Sponsor Affiliate may, at its option, terminate this Agreement at any time upon providing the County 30 days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Companies' meeting the Project Commitment, amounts due to the County as a result thereof shall be calculated as provided in

Section 5.01(j) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Companies. (a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Companies:

(1) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses, which default shall not have been cured within 30 days following receipt of written notice thereof from the County;

(2) if default shall be made by any Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for 90 days after the County shall have given the Companies written notice of such default, provided, such Company shall have such longer period of time as necessary to cure such default if such Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (b) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which such Company has contested the occurrence of such default; or

(3) a cessation of operations at the Project.

(b) The failure of the Companies to meet any Project Commitment set forth herein shall not be deemed to be an Event of Default under this Agreement.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Companies not less than 30 days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Companies pursuant to Section 4.02(b)(2) and (3); or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce

observance or performance of any covenant, condition, or agreement of the Companies under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, any Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance. Provided, however, that anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Companies provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Companies of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Companies of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Intentionally Omitted.

Section 12.04. Administration Expenses. (a) The Companies agree to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses.

(b) The Companies agree to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual Fee Payments and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at One Thousand and No/100 dollars (\$1000.00).

Section 12.05. Rules of Construction. The County and the Companies acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.06. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Companies shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

County of Lancaster, South Carolina
ATTN: Steve Willis, County Administrator
101 N. Main St. (29720)
P.O. Box 1809 (29721-1809)
Lancaster, South Carolina
Phone: (803) 416-9300
Email: swillis@lancastercountysc.net

With a copy to (which shall not constitute notice):

John Weaver
County Attorney, Lancaster County
101 N. Main St. (29720)
P.O. Box 1809 (29721-1809)
Lancaster, South Carolina
Telephone: (803) 416 - 9426
Fax: (803) 285 - 3361
Email: jweaver@lancastercountysc.net

(b) As to the Sponsor:

RV-Imagitas LLC
ATTN: Tommy Warlick
1101 Red Ventures Drive
Fort Mill, South Carolina 29707
Telephone: 704-697-1307
Email: twarlick@redventures.com

As to the Sponsor Affiliate:

Lancaster Real Estate Group, LLC
ATTN: Tommy Warlick
1101 Red Ventures Drive
Fort Mill, South Carolina 29707
Telephone: 704-697-1307
Email: twarlick@redventures.com

With a copy, in each case, to (which shall not constitute notice):

Ms. Stephanie L. Yarbrough
Womble Carlyle Sandridge & Rice, LLP
5 Exchange Street
Charleston, South Carolina 29401
Phone: (843) 720-4621
Email: styarbrough@wcsr.com

Section 12.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.08. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.09. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.10. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.11. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.12. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 12.13. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.14. Force Majeure. The Companies shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Companies' reasonable control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the Council Chair and Council Secretary and to be attested by the Clerk to Council; and the Companies have caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

RV-IMAGITAS LLC

By: _____
Name: _____
Title: _____

LANCASTER REAL ESTATE GROUP, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

Land

The real property on which the Project may be located is identified below. Parcel references are to the Recombination Plat of Lancaster Real Estate Parcels prepared by The Isaacs Group dated June 14, 2016, and recorded with the Register of Deeds for Lancaster County, South Carolina in Plat Book 2016, Page 538 (the "Recombination Plat").

Parcel A, 18.701 acres – Tax Map No. 0.005-00-103.08. Parcel A is the product of the recombination of former Tax Map Nos. 0005-00-103.08 and 0005-00-103.04 and the split of former Tax Map No. 0005-00-103.01.

Parcel B, 11.416 acres – Tax Map No. 0005-00-103.07. Parcel B is the product of the recombination of former Tax Map No. 0005-00-103.07 and the split of former Tax Map Nos. 0005-00-103.01 and 0005-00-118.00.

Parcel C, 3.083 acres – Tax Map No. 0005-00-103.06. Parcel C is the product of the split of former Tax Map No. 0005-00-103.06.

Parcel D, 5.913 acres – Tax Map No. 0005-00-118.00. In the recombination, Parcel D is the product of the split of former Tax Map Nos. 0005-00-118.00 and 0005-00-103.06.

Parcel E, 7.416 acres – Tax Map No. 0005-00-107.00. Parcel E is the "loop" road identified on the Recombination Plat as Red Ventures Drive, formerly 521 Corporate Center Drive, a 50' public right-of-way recorded with the Register of Deeds for Lancaster County, South Carolina in Deed Book 2006, Page 216.

Parcel F, 21.449 acres – Tax Map No. 0005-00-105.00. In the recombination, Parcel F is the product of the split of former Tax Map Nos. 0005-00-103.06, 0005-00-118.00, 0005-00-105.00, 0005-00-106.00, and 0005-00-107.00.

Parcel G, 94.374 acres – Tax Map No. 0005-00-106.00. In the recombination, Parcel G is the product of the split of former Tax Map Nos. 0005-00-105.00, 0005-00-106.00, and 0005-00-107.00 and the recombination of former Tax Map Nos. 0005-00-108.00, 0008-00-014.00, 0008-00-031.00, and 0008-00-030.00.

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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2016-1407

AN ORDINANCE

TO AMEND THE AMENDED AND RESTATED MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY, SOUTH CAROLINA AND LANCASTER COUNTY, SOUTH CAROLINA, AS AMENDED AND RESTATED AS OF NOVEMBER 9, 2015, EXHIBITS UPDATED THROUGH JANUARY 11, 2016, SO AS TO ADD TO THE AGREEMENT PROPERTIES LOCATED IN LANCASTER COUNTY (PROJECT STREETCAR); AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and determinations; Purpose.

(a) The Council finds and determines that:

(1) Lancaster County, South Carolina ("Lancaster County") is authorized by Article VIII, Section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks (each a "Multi-County Park");

(2) Lancaster County and Chesterfield County, South Carolina ("Chesterfield County"), are contiguous counties which, pursuant to Ordinance No. 2013-14-08, enacted by Chesterfield County Council on December 4, 2013, and Ordinance No. 2013-1230 enacted by Lancaster County Council on December 9, 2013, established a Multi-County Park pursuant to the Master Multi-County Park Agreement dated as of December 9, 2013 (the "Park Agreement");

(3) Lancaster County, pursuant to Ordinance No. 2015-1352 enacted by Lancaster County Council on November 9, 2015, Resolution No. 0903-R2015 enacted on December 14, 2015, and Ordinance No. 2015-1381 enacted on January 11, 2016, and Chesterfield County, pursuant to Ordinance No. 14-15-20 enacted by Chesterfield County Council on November 4, 2015, Ordinance No. 15-16-10 enacted on December 16, 2015, and Resolution No. 2016-01 enacted on January 6, 2016, authorized an Amended and Restated Master Multi-County Park Agreement dated as of November 9, 2015 with Exhibits Updated Through January 11, 2016 (the "Amended and Restated Park Agreement"); and

(4) the Amended and Restated Park Agreement provides that property may be added to the Multi-County Park upon the passage of an approving ordinance of the county in which the subject property is located and a resolution of the non-host county.

(b) It is the purpose of this ordinance to approve the addition of the properties identified in Section 2 of this ordinance to the Amended and Restated Park Agreement.

Section 2. Approval of amendment.

Council approves the amendment of Exhibit A (Lancaster County) of the Amended and Restated Park Agreement by adding at the end of Exhibit A (Lancaster County):

/F. Properties included pursuant to Lancaster County Ordinance No. 2016-____, enacted on _____, 201_, and Chesterfield County Resolution No. 2016-__, enacted on _____, 2016:

521 Corporate Center

Tax Map No.

Owner

0005-00-103.00
0005-00-103.02
0005-00-103.03
0005-00-103.05
0005-00-109.00

521 Corporate Center LLC
Lancaster County Water and Sewer District
Indian Land Hotel Partners LLC
Sharonview Federal Credit Union
Well Associates LLC

0005-00-103.08

Lancaster Real Estate Group

This is Parcel A on the Recombination Plat of Lancaster Real Estate Parcels prepared by The Isaacs Group dated June 14, 2016, and recorded with the Register of Deeds for Lancaster County, South Carolina in Plat Book 2016, Page 538 (the "Recombination Plat") and Parcel A is the product of the recombination of former Tax Map Nos. 0005-00-103.08 and 0005-00-103.04 and the split of former Tax Map No. 0005-00-103.01.

0005-00-103.07

Lancaster Real Estate Group

This is Parcel B on the Recombination Plat and it is the product of the recombination of former Tax Map No. 0005-00-103.07 and the split of former Tax Map Nos. 0005-00-103.01 and 0005-00-118.00.

0005-00-103.06

Lancaster Real Estate Group

This is Parcel C on the Recombination Plat and it is the product of the split of former Tax Map No. 0005-00-103.06.

0005-00-118.00

Lancaster Real Estate Group

This is Parcel D on the Recombination Plat and it is the product of the split of former Tax Map Nos. 0005-00-118.00 and 0005-00-103.06.

0005-00-107.00

Lancaster Real Estate Group

This is Parcel E on the Recombination Plat and it is the "loop" road identified on the Recombination Plat as Red Ventures Drive, formerly 521 Corporate Center Drive, a 50' public right-of-way recorded with the Register of Deeds for Lancaster County, South Carolina in Deed Book 2006, Page 216.

0005-00-105.00

Lancaster Real Estate Group

This is Parcel F on the Recombination Plat and it is the product of the split of former Tax Map Nos. 0005-00-103.06, 0005-00-118.00, 0005-00-105.00, 0005-00-106.00, and 0005-00-107.00.

0005-00-106.00

Lancaster Real Estate Group

This is Parcel G on the Recombination Plat and it is the product of the split of former Tax Map Nos. 0005-00-105.00, 0005-00-106.00, and 0005-00-107.00 and the recombination of former Tax Map Nos. 0005-00-108.00, 0008-00-014.00, 0008-00-031.00, and 0008-00-030.00./

Section 3. **Preparation of amended Park Agreement.**

When Chesterfield County has passed a resolution approving the addition of the property identified in Section 2 of this ordinance, the County Administrator, in consultation with the County Administrator of Chesterfield County, shall cause to be prepared an Amended and Restated Park Agreement with Exhibit A (Lancaster County) revised as set forth in Section 2 of this ordinance. A copy of the revised Amended and Restated Park Agreement with a revised Exhibit A (Lancaster County) shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Lancaster County and Chesterfield County.

Section 4. **Conflicting provisions.**

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, resolutions, policies, procedures and actions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. **Severability.**

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 6. **Effective Date.**

This ordinance is effective upon third reading.

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And it is so ordained, this ___ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	August 8, 2016	Passed 7-0
Second Reading:	August 22, 2016	Passed 7-0
Public Hearing:	August 22, 2016	
Third Reading:	September 12, 2016	Tentative

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2016-1411

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF KIM LINEBERGER, LOCATED AT 1456 KERSHAW CAMDEN HIGHWAY FROM I-1, LIGHT INDUSTRIAL DISTRICT TO I-2, HEAVY INDUSTRIAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Kim Lineberger applied to rezone property located at 1456 Kershaw Camden Highway from I-1, Light Industrial District, to I-2, Heavy Industrial District.

(b) On July 19, 2016, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from I-1, Light Industrial District to I-2, Heavy Industrial District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0081-00-031.00, 0081-00-032.00, 0081-00-032.01, 0081-00-034.01, 0081N-0B-005.00, 0081N-0B-006.00.

Section 3. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this 26th day of September, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 8-22-16	Passed 7-0
Second Reading: 9-12-16	Tentative
Third Reading: 9-26-16	Tentative

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2016-1412

COUNTY OF LANCASTER

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AN ORDINANCE

TO APPROVE A FOURTH AMENDMENT TO THE AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK DATED AS OF DECEMBER 1, 2008 BETWEEN THE COUNTY AND CHESTER COUNTY SO AS TO ADD TO THE AGREEMENT CERTAIN HAILE GOLD MINE INC. PROPERTY; TO CORRECT SCRIVENER'S ERRORS IN CERTAIN LEGAL DESCRIPTIONS AND TAX MAP NUMBER IDENTIFIERS FOR CERTAIN PROPERTY PREVIOUSLY ADDED AND COVERED BY THE AGREEMENT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and determinations.

(A) The Council finds and determines that:

(1) pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, Lancaster County, South Carolina ("Lancaster County") and Chester County, South Carolina ("Chester County") (collectively, the "Counties") entered into that certain Agreement for the Development of a Joint Industrial and Business Park (the "Park") dated as of December 1, 2008 (the "Original Park Agreement"), as amended by that certain First Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of December 7, 2009 (the "First Amendment"), that certain Second Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of November 30, 2010 (the "Second Amendment"), and that certain Third Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of December 9, 2013 (the "Third Amendment") (the Original Park Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment referred to herein as the "Park Agreement"), which included within the Park certain property of Haile Gold Mine, Inc. (the "Company"), all to be used in connection with the Company's anticipated investments in Lancaster County (the "Project");

(2) pursuant to the First Amendment, the Counties agreed to include in the Original Park Agreement certain property identified in Schedule I of the First Amendment as the Blackwell Tract 1;

(3) pursuant to the Second Amendment, the Counties agreed to include in the Original Park Agreement, as amended by the First Amendment, certain properties identified in Schedule I of the Second Amendment as the Mahaffey Tract, McClimen Tract, Craft Tract, Clyburn Tract, and Wright Tract;

(4) pursuant to the Third Amendment, the Counties agreed to include in the Original Park Agreement, as amended by the First Amendment and the Second Amendment, certain property identified in Schedule 1 of the Third Amendment as 0135-11-004.01 Town of Kershaw;

(5) the Company has informed the County that it has acquired additional property located in Lancaster County to be used in connection with the Project (the "Additional Property"); and

(6) the Company has requested the Counties, by way of a Fourth Amendment to the Agreement for the Development of a Joint Industrial and Business Park, attached to this ordinance as Exhibit A and incorporated herein as if the exhibit were set out in this ordinance in its entirety (the "Fourth Amendment"), to (i) include the Additional Property under the Park Agreement, (ii) correct a scrivener's error in the legal description in the Clyburn Tract, and (iii) correct scrivener's errors in the tax map number identifiers of the Blackwell Tract 1, Mahaffey Tract, Wright Tract, McClimen Tract, Craft Tract, Clyburn Tract, and the land heretofore identified as the 0135-11-004.01 Town of Kershaw tract.

(B) It is the purpose of this ordinance, in reliance on the information submitted by the Company and OceanaGold Exploration (Carolina) Inc., to provide for the County's approval, execution and delivery of the Fourth Amendment.

Section 2. Approval of Fourth Amendment.

Council authorizes and approves the Fourth Amendment to (i) include the Additional Property under the Park Agreement, (ii) correct a scrivener's error in the legal description of the Clyburn Tract, and (iii) correct scrivener's errors in the tax map number identifiers of the Blackwell Tract 1, Mahaffey Tract, Wright Tract, McClimen Tract, Craft Tract, Clyburn Tract, and the land heretofore identified as the 0135-11-004.01 Town of Kershaw tract.

Section 3. Form of Documents.

The form of the Fourth Amendment is to be in substantially the form of the document attached to this ordinance and with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the document attached to this ordinance.

Section 4. Officials Authorized to Act.

The Council Chair and Council Secretary are authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver the Fourth Amendment. The authority of the Council Chair and Council Secretary includes the authority to execute other documents and to do all things necessary to effectuate the purposes of this ordinance. The Clerk to Council is authorized to attest the execution of the Fourth Amendment and any other documents executed to effectuate the purposes of this ordinance.

Section 5. Severability.

The provisions of this ordinance are declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, then the declaration shall not affect the validity of the remainder of the sections, phrases, and provisions of this ordinance.

Section 6. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or in any orders, resolutions, ordinances, and parts thereof, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 7. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this __ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council,

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	August 22, 2016	Passed 7-0
Second Reading:	September 12, 2016	Tentative
Public Hearing:	September 12, 2016	Tentative
Third Reading:	September 26, 2016	Tentative

EXHIBIT A to Ordinance No. 2016-1412

**FOURTH AMENDMENT TO THE AGREEMENT FOR THE DEVELOPMENT
OF A JOINT INDUSTRIAL AND BUSINESS PARK**

See attached.

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STATE OF SOUTH CAROLINA)
)
)
COUNTY OF LANCASTER)
COUNTY OF CHESTER)

**FOURTH AMENDMENT TO THE
AGREEMENT FOR THE DEVELOPMENT
OF A JOINT INDUSTRIAL
AND BUSINESS PARK**

This Fourth Amendment to the Agreement for the Development of a Joint Industrial and Business Park by and between Lancaster County and Chester County is dated as of _____ (the "Fourth Amendment"), and (i) adds certain property owned by Haile Gold Mine Inc. to the Park Agreement, (ii) corrects a scrivener's error in the legal description for a certain property presently subject to the Park Agreement, and (iii) corrects scrivener's errors in the tax map number identifiers of multiple certain properties.

More specific information on the properties may be found in the body of this Fourth Amendment and in the attached Schedules.

RECITALS

Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, Lancaster County, South Carolina ("Lancaster County") and Chester County, South Carolina ("Chester County") (collectively, the "Counties") entered into that certain Agreement for the Development of a Joint Industrial and Business Park (the "Park") dated as of December 1, 2008 (the "Original Park Agreement"), as amended by that certain First Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of December 7, 2009 (the "First Amendment"), that certain Second Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of November 30, 2010 (the "Second Amendment"), and that certain Third Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of December 9, 2013 (the "Third Amendment") (the Original Park Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment referred to herein as the "Park Agreement"), which included within the Park certain property of Haile Gold Mine, Inc. (the "Company"), all to be used in connection with the Company's anticipated investments in Lancaster County (the "Project").

Pursuant to the First Amendment, the Counties agreed to include in the Original Park Agreement certain property identified in Schedule I of the First Amendment as the Blackwell Tract 1.

Pursuant to the Second Amendment, the Counties agreed to include in the Original Park Agreement, as amended by the First Amendment, certain properties identified in Schedule I of the Second Amendment as the Mahaffey Tract, Wright Tract, McClimen Tract, Craft Tract, and Clyburn Tract.

Pursuant to the Third Amendment, the Counties agreed to include in the Original Park Agreement, as amended by the First Amendment and the Second Amendment, certain property identified in Schedule 1 of the Third Amendment as 0135-11-004.01 Town of Kershaw.

The Company has acquired additional property located in Lancaster County to be used in connection with the Project (the "Additional Property").

FOURTH AMENDMENT

This **FOURTH AMENDMENT** to the Park Agreement is made and entered into as of the ____ day of _____, 2016, by and between Lancaster County and Chester County.

By authority of Ordinance No. _____ enacted by the County Council of Lancaster County on _____, 2016, and Ordinance No. _____ enacted by the County Council of Chester County on _____, 2016, for value received, Lancaster County and Chester County agree that Exhibit A – Lancaster County Properties to the Park Agreement is amended to (i) add the Additional Property, as listed in Schedule I, attached to this Fourth Amendment and incorporated herein as if the schedule were set out in this amendment in its entirety, (ii) correct a scrivener's error in the legal description of the Clyburn Tract as correctly published in Schedule II, attached to this Fourth Amendment and incorporated herein as if the schedule were set out in this amendment in its entirety ("Schedule II"), ("recorded in the Office of the Register of Deeds for Richland County" should be "recorded in the Office of the Register of Deeds for Lancaster County"), and (iii) correct scrivener's errors in the tax map number identifiers for the Blackwell Tract 1 (TMS Nos. 0118-00-019.01; 0117-00-002.00 and 0117-00-001.00 should be TMS No. 0117-00-001.00), the Mahaffey Tract (TMS No. 141H-A-24.00 should be TMS No. 0141H-0A-024.00), the Wright Tract (TMS No. 0116-00-009 should be TMS No. 0116-00-009.00), the McClimen Tract (TMS No. 0136-00-036.00-13 should be TMS No. 0136-00-036.00), the Craft Tract (TMS No. 140-28.01 should be TMS No. 0140-00-028.01), the Clyburn Tract (TMS No. 0119-00-062 should be TMS No. 0119-00-062.00), and the land heretofore identified as 0135-11-004.01 Town of Kershaw (TMS No. 0135-11-004.01 should be TMS No. 0135-00-004.03), all as correctly published in Schedule II.

All other terms and provisions of the Park Agreement shall remain in full force and effect.

SIGNATURES FOLLOW ON NEXT PAGE.

WITNESS our hands and seals, effective as of the day first above written.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

ATTEST:

Steve Harper, Secretary, County Council

Debbie C. Hardin, Clerk to County Council

CHESTER COUNTY, SOUTH CAROLINA

K. Shane Stuart, Chair, County Council

ATTEST:

Archie Lucas, Interim Clerk to County Council

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FOURTH AMENDMENT TO THE PARK AGREEMENT

SCHEDULE I

The following list of legal descriptions and tax map numbers are for the Additional Property and is made for the purpose of including the tracts in the Park Agreement.

Ronnie Roberts Tract (Home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, shown and designated as 4.34 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated October 4, 2010 and recorded October 15, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 449. Reference to said plat is made for a more complete and accurate description.

TOGETHER WITH that that certain piece, parcel or tract of land located in Lancaster County, South Carolina, Flat Creek Township and being more particularly described as following: Beginning at a point on the southern side of Road S-29-188, 600 feet west of intersection of said Road ss-29-188 and another State Highway, running thence from the beginning point westerly with the edge of said road S-29-188, 90 feet to the intersection of said Road S-29-188 and a dirt road; thence with edge of said dirt road in a southerly direction 90 feet to a point; continuing thence 90 feet to a point, thence 90 feet to the point of Beginning; and being a plot or lot of land 90 feet x 90 feet out of a tract of 10.2 acres conveyed by George A. Robert to Clyde Woodrow Roberts by deed dated January 24, 1950, recorded in said Office in Book G-4, at page 500. Property now or formerly belonging to Fred E. Culman is situate at a slight angle across said Road S-29-188 from the 90 foot x 90 foot lot of land described herein.

TMS Nos.: 0140-00-010.00 and 0140-00-011.01

Former Mobile Homes Tract:

All those certain pieces, parcels or tracts of land, situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Lots 1, 2, 3, 7, 10, 11 and 12 of Ray Acres Subdivision as shown on plat entitled "Survey of Ray Acres Subdivision" by Earl W. Horton, dated February 5, 2007 and recorded in Book 2007, page 184 and having such metes, bounds, courses and distances as shown on said plat;

ALSO:

All those certain pieces, parcels or tracts of land situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Lots C, F, G, H, I, J, K, L and M of Snowy Owl Subdivision, as shown on plat recorded in Book 2004, page 480 and having such metes, bounds, courses and distances as shown on said plat.

TOGETHER WITH the easements as shown on plat recorded in Book 2004, page 480.

Portion of TMS No.: 0136-00-036.00

AND:

All that certain piece, parcel or tract of land, situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Lot H, containing 1.50 acres of Snowy Owl Subdivision,

as shown on plat recorded in Book 2004, page 480 and having such metes, bounds, courses and distances as shown on said plat.

Portion of TMS No.: 0136-00-036.00

AND:

All that certain piece parcel or lot with improvements thereon, if any, lying being and situate in Lancaster County, South Carolina, being more particularly described as Lot G, containing 1.50 acres more or less as shown on plat drawn by Jeff N. Hilliard, PLS dated March 11, 2004 and recorded September 8, 2004 as Plat No. 2004480 in the Office of the Register of Deeds for Lancaster County, South Carolina. Reference to said plat is craved for a more minute description.

Portion of TMS No.: 0136-00-036.00

AND:

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being in Flat Creek Township, County of Lancaster, State of South Carolina, being shown and designated as Lot 6, containing 1.05 acres, more or less as shown on plat of survey made by Earl W. Horton, dated February 5, 2007 and recorded as Plat No. 2007-184 in the Office of the Register of Deeds for Lancaster County and having such metes, bounds, courses and distances as shown on said plat.

Portion of TMS No.: 0136-00-036.00

AND:

All those certain pieces, parcels or tracts of land, situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Lot 4 of Ray Acres Subdivision as shown on plat entitled "Survey of Ray Acres Subdivision" by Earl W. Horton, dated February 5, 2007 and recorded in Book 2007, page 184 and having such metes, bounds, courses and distances as shown on said plat;

ALSO:

All those certain pieces, parcels or tracts of land, situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Lots E, N, O and P of Snowy Owl Subdivision, as shown on plat recorded in Book 2004, page 480 and having such metes, bounds, courses and distances as shown on said plat.

TOGETHER WITH the easements as shown on plat recorded in Book 2004, page 480.

Portion of TMS No.: 0136-00-036.00

AND:

All those certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Lot 8 of Ray Acres Subdivision as shown on plat entitled "Survey of Ray Acres Subdivision" by Earl W. Horton, dated February 5, 2007 and recorded in Book 2007, page 184 and having such metes, bounds, courses and distances as shown on said plat;

Portion of TMS No.: 0136-00-036.00

AND:

All those certain pieces, parcels or tracts of land, together with the improvements thereon, situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Tracts A and B of Snowy Owl Subdivision, as shown on plat recorded September 8, 2004, in Book 2004, page 480 and having such metes, bounds, courses and distances as shown on said plat.

Portion of TMS No.: 0136-00-036.00

AND:

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Lot 9 of Ray Acres Subdivision as shown on plat entitled "Survey of Ray Acres Subdivision" by Earl W. Horton, dated February 5, 2007 and recorded in Book 2007, page 184 and having such metes, bounds, courses and distances as shown on said plat;

AND: All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Lot D of Snowy Owl Subdivision, as shown on plat recorded in Book 2004, page 480 and having such metes, bounds, courses and distances as shown on said plat.

TOGETHER WITH the easements as shown on plat recorded in Book 2004, page 480.

Portion of TMS No.: 0136-00-036.00

LESS AND EXCEPT: All that certain piece, parcel or lot of land together with all improvements located thereon lying being and situate in the County of Lancaster, State of South Carolina, being shown, described and designated as Lot No. 5 containing 1.05 acres more or less on a plat of survey entitled, "Survey of Ray Acres Subdivision" drawn by Earl W. Horton, PLS, dated February 5, 2007 and recorded March 9, 2007 in Plat Book 2007, at page 184 in the Office of the Register of Deeds for Lancaster County, South Carolina; and being further shown and delineated on a plat entitled Property Survey prepared for Haile Gold Mine, Inc., by Holland Surveyors, LLC, dated June 11, 2010 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 259 and having such, metes, bounds, courses and distances as shown on said plat.

Being the same property conveyed to Marie McClimen by deed of Tony G. Ray, dated March 12, 2009 and recorded March 16, 2009 in the Office of the Register of Deeds for Lancaster County in Record Book 508, page 167.

This conveyance includes a 1982 TRIN Doublewide Mobile Home, Serial Number: THINCSTA248243DL2U.

Portion of TMS No.: 0136-00-036.00

Kevin Bartell Tract (with Home):

ALL that certain piece, parcel or lot of land, containing 0.86 acres, with improvements thereon, situate, lying and being about five (5) miles Northeast of the Town of Kershaw, in Lancaster County, SC, and

more particularly being bounded and described as follows: On the NORTH by Snowy Owl Road; On the EAST by property of J. W. and Betty F. Bartell; and, On the SOUTHWEST by property of J. W. and Betty F. Bartell. The above described property is more particularly shown and described on a plat prepared for Kevin Dwayne Bartell and Wendy H. Bartell by Kenneth A. Johnson, RLS, dated December 5, 1995, and recorded as Plat #16176, in the Office of the Clerk of Court for Lancaster County. Reference to said plat is made for a more accurate description.

AND all that certain piece, parcel or lot of land, containing 0.46 acres, with improvements thereon, if any, situate, lying and being about five (5) miles Northeast of the Town of Kershaw, in Flat Creek Township, Lancaster County, South Carolina, being in the shape of a triangle, and with frontage on Snowy Owl Road, and more particularly being bounded and described as follows: On the Southwest by other property of Jacob Wayne Bartell and Betty Bartell; on the Southeast by other property of Jacob Wayne Bartell and Betty Bartell; and on the Northeast by other property of Kevin D. and Wendy H. Bartell. The above described property is more particularly shown and described as Lot B on a plat prepared for Kevin Dwayne and Wendy H. Bartell by Kenneth A. Johnson, R.L.S., dated May 9, 1996 and recorded February 1, 2002 as Plat Number 2002-43 in the Office of the Clerk of Court for Lancaster County, South Carolina. Reference to said Plat is made for a more accurate description.

TMS No.: 0136-00-015.01

James Gordon Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, shown and designated as 22.16 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated October 4, 2010 and recorded October 14, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 443. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-036.05

Jerry Poston Tract (with home):

ALL that certain piece, parcel, or lot of land, together with improvements thereon, if any, containing 1.00 acre, lying, being and situated about four miles NORTHEAST of the Town of Kershaw, Lancaster County, South Carolina, and more particularly being bounded and described as follows: On the SOUTH by a county dirt road leading to U.S. Highway #601; on the NORTH and EAST by other property of Blackwell; and, On the WEST by property of Clyburn. The above described property is more particularly shown and described on a Plat prepared for Ward and Azilee Poston by Kenneth A. Johnson, RLS, dated June 21, 1990 and recorded as Plat #10961, in the Office of the Clerk of Court for Lancaster County, South Carolina. Reference to said Plat is made for a more accurate description.

TMS No.: 0136-00-033.04

Wayne Bartell Tract (with home):

ALL that certain piece, parcel or tract of land, situate, lying and being in Lancaster County, South Carolina, containing two acres, more or less, the same being cut off of a larger tract of 70 acres and being triangular in shape and bounded as follows, to wit: on the North by public Road; on the South by Bartell; on the East by Minor Catoe; and on the West coming to a point.

TMS No.: 0136-00-015.00

Lowell Fisher Tract (with home):

ALL that certain piece, parcel or tract of land consisting of 6.00 acres, lying, being and being situate almost four miles northeast of the Town of Kershaw, Flat Creek Township, Lancaster County, South Carolina and being more particularly bounded and described as follows, to wit: Northeast by Highway S-29-219; Southeast by property of Ronny E. Hinson; Southwest by property of Champion International; and Northwest by Tract NO. 2 as shown on said plat. The described property is shown as Tract NO. 3 on Plat of Yancy McManus Estate, dated June 18, 1982, prepared by Kenneth A. Johnson, RLS, and recorded June 23, 1987 in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #5602. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-031.04

Jerry Scott Tract (with home):

ALL that certain piece, parcel or tract of land, together with the improvements thereon, consisting of 0.36 acres, more or less, situate, lying and being about five (5) miles Northeast of the Town of Kershaw, Lancaster County, South Carolina, and more particularly shown as Tract NO. 1 on a Plat of the Scott Estate, prepared by Kenneth A. Johnson, RLS, dated June 16, 1992 and recorded as Plat Number 13202 in the Office of the Clerk of Court for Lancaster County, South Carolina. Reference to said plat is made for a more accurate description.

TMS No.: 0136-00-014.00

Mark Sullivan / Culvern Tract:

ALL that certain pieces, parcels or tracts of land located in Lancaster County, South Carolina, containing Parcel 1 - 202.60 acres and Parcel 2 - 57.71 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated October 29, 2010 and recorded November 10, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 510. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-039.00

Catoe Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, shown and designated as .76 acre on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 21, 2011 and recorded December 5, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 582. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-006.00

Hudson Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, shown and designated as 3.62 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 5, 2010 and recorded November 17, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 525. Reference to said plat is made for a

more complete and accurate description.

TMS Nos.: 0119-00-003.00 and 0119-00-005.00

Jerry Scott Tract 2:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, shown and designated as 10.26 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated December 13, 2010 and recorded December 21, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 614. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-014.06

Robin Autry Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, shown and designated as 3.19 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 4, 2010 and recorded November 17, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 527. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0119-00-004.00

Patricia Faulkenberry Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 10.78 acres and more particularly shown as Tract #2 on a Plat of the Scott Estate prepared by Kenneth A. Johnson, RLS, dated June 16, 1992 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #13202. Reference to said plat is made for a more complete and accurate description.

AND all that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 2.00 acres, and being described and bounded as follows: Fronting East on Old Savannah Road, now a tarred and gravel road, a distance of 210 feet, and running back West of uniform width, for a distance of 420 feet; bounded on the North, South and West by other lands of Ernest Scott; and East by Old Savannah Road (which is not a tarred and gravel road).

TMS Nos.: 0136-00-012.00 and 0136-00-014.07

Branham Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 2.41 acres on a plat entitled "Property of Terri P. Branham" and prepared by Kenneth A. Johnson, RLS dated January 3, 1983 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #5825. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-014.04

Jimmy Montgomery Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 15.64 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 15, 2010 and recorded November 23, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 548. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-009.01

Phillip Robinson Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 2.02 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 20, 2011 and recorded December 5, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 583. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-005.00

Harold Scott Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 15.03 acres and more particularly shown as Parcel 5 on a plat of the Scott Estate prepared by Kenneth A. Johnson, RLS, dated June 16, 1992 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #13202. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-014.01

Stacy Scott Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 4.43 acres and more particularly shown as Parcel 4-A on a plat of the Scott Estate prepared by Kenneth A. Johnson, RLS, dated June 16, 1992 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #13202. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-014.02

Wayne Bartell Tract 1:

ALL that certain pieces, parcels or tracts of land located in Lancaster County, South Carolina, containing Tract 1 – 4.18 acres and Tract 2 - 5.03 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 17, 2010 and recorded November 23, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 550. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-031.00

Wayne Bartell Tract 2:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing

53.70 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 17, 2010 and recorded November 23, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 551. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-032.00

Monnie Roberts Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing .93 acre on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 19, 2011 and recorded December 5, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 581. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-033.05

Susan Rollings Tract (with home):

ALL those certain pieces, parcels or tracts of land, containing 10.90 acres and 2.00 acres, situate, lying and being about five (5) miles Northeast of the Town of Kershaw, Lancaster County, South Carolina, and more particularly being shown as Parcels 3-A and 3-B on a plat of the Scott Estate, prepared by Kenneth A. Johnson, RLS, dated June 16, 1992 and recorded as Plat #13202 in the Office of the Clerk of Court for Lancaster County. Reference to said plat is made for a more accurate description.

TMS Nos.: 0136-00-014.03 and 0136-00-014.05

Patricia Lugo Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 5.0 acres according to Plat of Property of Rebecca Y. Craig, prepared by J.C. Crumpler dated June 11, 1998 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #98-0558. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-035.01

Russell Hypes Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 22.99 acres being more particularly shown and described on plat of survey entitled "Plat of Survey for Thomas Van Popering, LLC" prepared by Jack Smith Surveying dated September 26, 2005 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #2005-524. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-010.00

Bobby Stroud Tract (with home):

ALL those certain pieces, parcels or tracts of land, together with the improvements thereon, if any, situate, lying and being in Flat Creek Township, in the County of Lancaster, State of South Carolina, being shown and designated as Tract 1 (containing 23.31 acres), Tract 2 (containing 1.64 acres) and Tract

3 (containing 22.24 acres) on a plat of survey entitled "Property Survey" prepared for Haile Gold Mine by Holland Surveyors, LLC, dated January 27, 2010 and recorded in the Office of the Register of Deeds for Lancaster County in Plat Book 2010 at page 526 and having such metes, bounds, courses and distances as shown on said plat.

TMS No.: 0140-00-003.00

Calvary Presbyterian Church Tract:

ALL that certain piece, parcel or tract of land containing 132.43 acres, more or less, situate, lying and being about four (4) miles northeast of the Town of Kershaw, in Lancaster County, south Carolina, and more particularly being bounded and described as follows: on the east by U.S. Highway 601; and by property of Emily C. Robinson and Rebecca Y. Craig; on the north and northwest by property of Juanita Faulkner; and on the south by property of the S.C. Department of Corrections. The above described property is more particularly shown and described on a plat prepared for Blackwell Limited, Inc. by Huel C. Bailey, Surveyor, dated March 18, 1999, and recorded as Plat #99-443, Office of the Clerk of Court for Lancaster County, South Carolina. Reference to said plat is made for a more accurate description.

TMS No.: 0135-00-003.00

Kenneth Cauthen Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 1.65 acres shown on a survey prepared for Kenneth B. Cauthen and Janice C. Cauthen prepared by Kenneth A. Johnson, RLS, dated December 10, 1992 and recorded December 29, 1992 in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #13172. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-003.00

Warren Knight Tract (with home):

ALL that certain piece, parcel or tract of land, together with improvements thereon, if any (but excluding any mobile home located thereon), situate, lying and being in Flat Creek Township, in the County of Lancaster, State of South Carolina and being shown and designated as 9.99 acres on a plat entitled "Property Survey" prepared for Haile Gold Mine Inc. by Holland Surveyors, LLC, dated November 15, 2010 and recorded in the Office of the Register of Deeds for Lancaster County in Plat Book 2010, at page 549, and having such metes, bounds, courses and distances as shown on said plat.

TMS No.: 0136-00-009.02

Ronny Hinson Tract (with home):

ALL that certain piece, parcel or tract of land, with improvements thereon, lying, being and situate in Flat Creek Township, Lancaster County, South Carolina, approximately five (5) miles Northeast of the Town of Kershaw, containing 2.8 acres, and being triangular in shape, and being bounded as follows, to wit: On the South by Estate lands of Fred E. Culvern; on the East by State Highway No. 29-219 leading to Haile Gold Mine Baptist Church, and on the West by lands of Lula McManus, and being further shown on as 2.79 acres, on a survey prepared for Ronny E. Hinson by Huel C. Bailey Surveying, dated April 7, 1998 and recorded in the Office of the Register of Deeds for Lancaster County as Plat Document #98 0318 and having such metes, bounds, courses and distances as shown on said plat.

TMS No.: 0136-00-029.00

Michael Williams Tract (with home):

ALL that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being in Flat Creek Township, in the County of Lancaster, State of South Carolina, and being more particularly shown and delineated as 17.51 acres on a plat entitled "Property Survey" prepared for Haile Gold Mine Inc. by Holland Surveyors, LLC, dated December 2, 2010 and recorded in the Office of the Register of Deeds for Lancaster County on December 21, 2010 in Plat Book 2010, at Page 609; and having such metes, bounds, courses and distances as shown on said plat.

TMS No.: 0136-00-033.07

Ricky Poston Tract (with home):

ALL that certain piece, parcel or tract of land consisting of 0.97 acre, more or less, and located in Lancaster County, South Carolina and having the following description: Said lot commencing at a point 416 feet south from the property line of Jack Catoe and fronting on Highway 601 for a distance of 155 feet and extending back in uniform width to a depth of 281 feet. Said property being bounded now or formerly as follows: North by property of Frack Blackwell, East by Highway 601, West by property of Frank Blackwell and on the South by property of Frank Blackwell.

TMS No.: 0136-00-035.00

Kaye Catoe Tract (with home):

ALL that certain piece, parcel or lot of land containing 3.04 acres, more or less, with improvements thereon, if any situate, lying and being about four (4) miles Northeast of Kershaw, in Lancaster County, State of South Carolina, and more particularly shown on a plat prepared for Kaye S. Catoe by Kenneth A. Johnson, R.L.S., dated November 7, 2003 and recorded November 17, 2003 in the Office of the Register of Deeds for Lancaster County in Book 2003, Page 639. Said property being bounded as follows: SOUTH by Snowy Owl Road; NORTH by property of Michael A. Williams a/k/a Mike Williams and Lisa H. Williams; EAST by property of Michael A. Williams a/k/a Mike Williams and Lisa H. Williams; WEST by property now or formerly of Richardson, Clyburn and Crawford; and a portion of the lot on the SOUTHWEST now or formerly of Ward Poston.

TMS No.: 0136-00-033.11

Willie J Hilton Tract:

ALL that certain piece, parcel or lot of land, consisting of 0.76 acres, more or less, together with the improvements thereon, if any, lying, being and situate in Flat Creek Township, Lancaster County, South Carolina, as set out and shown on a plat of survey made by Paul Clark, L.S. dated February 19, 1962, and recorded in the Lancaster County Clerk of Court's office in Plat Book 12 at Page 159. For a more particular description reference is craved to said plat. Being bound on the North by Queen H. Hinson; East by W.J. Hilton; South by Melvin Catoe; and West by Highway No. 601.

TMS No.: 0136-00-007.00

Paulette Hendrix Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 60.66 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated October 4, 2010 and recorded October 14, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 444. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-036.01

Justine Hilton Tract (with home):

ALL that certain piece, parcel or tract of land, with improvements thereon, if any, situate, lying and being approximately 4.3 miles northeast of Town of Kershaw in the County of Lancaster, State of South Carolina, containing 12.73 acres, as shown and delineated on a plat prepared by Holland Surveyors, LLC for Haile Gold Mine, Inc., dated March 25, 2011, and recorded March 30, 2011 in the Office of the Register of Deeds for Lancaster County in Plat Book 2011, at page 166; and having the metes and bounds, courses and distances as shown on said Plat. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-009.00

Danny Blackwell Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing .93 acre shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated February 16, 2011 and recorded February 24, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 100. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-033.00

Pamela Walters Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 1.41 acres, more or less, being designated as Tracts Numbers 1 and 2 as shown on a plat of survey prepared by Paul Clark and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 12, at page 159. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-008.00

Phillip Hinson Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 10.59 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 10 2010 and recorded November 23, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 529. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0140-00-016.00

Terry Robinson Tract (with home):

ALL that certain piece, parcel or tract of land, together with improvements thereon, if any, lying, being and situate in Flat Creek Township, Lancaster County, South Carolina, containing 9.35 acres, more or less, located on the North side of South Carolina Highway S-29-188, fronting South on said Highway for a distance of 425 feet, and being the identical property shown on plat of survey made by Paul Clark as found recorded in the Office of the Clerk of Court for Lancaster County in Book Z-5, at Page 697, reference to which plat is made for a more minute description.

TMS No.: 0140-00-007.00

William Hayes Tract (with home):

ALL that certain piece, parcel or tract containing 0.97 acre, more or less, of land located in Lancaster County, South Carolina and more bounded and described as follows: On the North by a county dirt road leading to Highway #601 for a distance of 151.98 feet; on the East by property of Danny R. Blackwell for a distance of 286.91 feet; on the South by property of Danny R. Blackwell for a distance of 151.98 feet; and on the West by property of Lineberger for a distance of 286.91 feet and further shown on a plat prepared for William D. Hayes, Sr. and Lisa K. Hayes by Kenneth A. Johnson, RLS dated November 12, 1993 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #14167. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-033.06

Billy Poston Tract (with home):

ALL that certain piece, parcel or tract of land, with improvements thereon, if any, lying being and situate in Lancaster County, South Carolina, containing 6.35 acres, more or less, and being more particularly bounded and described as follows, to wit: North by a road leading to Highway #601; East by property of Frank Blackwell, formerly of Love; South by property of Frank Blackwell, formerly of Love; and, West by property of Billie Joanna C. Crawford and Melinda Clyburn Richardson, formerly of Clyburn. The above described property is the same as shown on a Plat prepared by Will Clark, Surveyor, for John Love, being a part of the lands of Mrs. Ester Love which is recorded as Plat Number 6004 in the Office of the Clerk of Court for Lancaster County.

TMS No.: 0136-00-034.00

Kevan Thompson Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 3.66 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated January 13, 2011 and recorded January 25, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 48. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0140-00-015.01

Jane Thompson Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 3.67 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC

dated January 13, 2011 and recorded January 25, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 48. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0140-00-015.02

Richard Thompson Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 3.66 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated January 13, 2011 and recorded January 25, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 48. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0140-00-015.00

Gene Loveland Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 2.17 acres shown a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated September 21, 2010 and recorded September 29, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 428. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-001.01

Eugene Rogers Tract (with home):

ALL that certain piece, parcel or lot of land, containing 1.00 acre, situate, lying and being about 2.5 miles Northeast of the Town of Kershaw, in Lancaster County, South Carolina, and ore particularly being bounded and described as follows: On the NORTHWEST by U.S. Highway 601; On the SOUTHWEST by property now or formerly of George B. and June L. Small; and, On the NORTHEAST and SOUTHEAST by other property of Bobby B. Gregory. The above described property is more particularly shown and described on a plat prepared for Bobby B. Gregory by Kenneth A. Johnson, RLS, dated December 7, 2004, and recorded in Plat Book 2004 at Page 696, Office of the Register of Mesne Conveyances for Lancaster County. Reference to said plat is made for a more accurate description.

TMS No.: 0135-00-016.03

Gerald Townsend Tract (with home):

ALL those certain pieces, parcels or tracts of land located in Lancaster County, South Carolina, containing 22.79 acres (10.83 acres and 11.96 acres) shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated February 24, 2011 and recorded March 8, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 123. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0140-00-006.00

William & Michael Catoe Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 57.29 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated April 21, 2011 and recorded April 27, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 235. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-002.00

Mary Bartell Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 2.03 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated April 29, 2011 and recorded May 5, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 250. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0140-00-022.00

Mary Bartell Tract 2:

ALL that certain pieces, parcels or tracts of land located in Lancaster County, South Carolina, containing 21.81 acres (Tract 1 – 18.51 acres and Tract 2 – 3.30 acres) shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated December 15, 2010 and recorded December 21, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 613. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-031.02

William & Marcene Fields Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 24.32 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated January 7, 2011 and recorded February 24, 2012 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2012, at page 64. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0140-00-008.00

American Timberland II, LLC Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 63.71 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated May 11, 2011 and recorded April 13, 2012 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2012, at page 143. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-011.00

Teresa McDonald Tract:

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the

County of Lancaster, State of South Carolina, containing 15 acres and being shown on a Plat prepared for Teresa Murphy McDonald and James William Dulin by Earl W. Horton, PLS, dated November 21, 2006, and recorded February 23, 2007, in Plat Book 2007, at page 132, in the Office of the Register of Deeds for Lancaster County. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-036.03

Richard Hilton Tract:

ALL that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being located on the northwest side of US Hwy. 601 (Gold Mine Highway) County of Lancaster, State of South Carolina, and being described as Parcel B, containing 4.338 acres, and being more specifically shown and delineated on Plat of Boundary Survey prepared for Richard F. Hilton, prepared by Enfinger & Associates dated May 28, 2005 and recorded June 8, 2005 in the Office of the Register of Deeds for Lancaster County, South Carolina, in Book 2005, at Page 315.

ALSO being the same property shown and delineated as 4.34 acres on that certain Property Survey prepared for Haile Gold Mine, Inc. prepared by Carl A. Holland, Jr., SC Registered Land Surveyor No. 8368, Holland Surveyors, LLC dated September 21, 2010 and recorded August 12, 2015 in the Office of the Register of Deeds for Lancaster County, South Carolina in Book 2015, at Page 577; property survey is specifically incorporated herein by reference and reference to said property craved for the particulars as to metes, courses, distances, size, shape, dimensions, measurements, bounds and boundaries.

TMS No.: 0136-00-001.00

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FOURTH AMENDMENT TO THE PARK AGREEMENT

SCHEDULE II

The following publication of legal descriptions and tax map numbers for the selected tracts included in the Park Agreement is made for the purpose of correcting scrivener's errors.

Blackwell Tract 1:

All that certain piece, parcel or lot of land, situate, lying and being approximately 4 miles southwest of Jefferson, in Flatcreek Township, County of Lancaster, State of South Carolina, and being shown and designated as 512.03 acres +/- on a plat prepared for Haile Gold Mine Inc. by Holland Surveyors, LLC, dated August 13, 2009, which plat is recorded in the Office of the Clerk of Court for Lancaster County in Book 2009 at page 400. Said property having such metes, bounds, courses and distances as shown on said plat, which is incorporated herein by reference.

TMS No.: 0117-00-001.00 (corrected)

Mahaffey Tract:

All that certain piece, parcel or lot of land, situate, lying and being in Flat Creek Township, County of Lancaster, State of South Carolina, and designated as Lot Number 5 in Block A as shown on a plat of survey made by Fred J. Hager, Surveyor, dated June 13th, 1968 and being bounded as follows, to wit: North by an unnamed street; and Lot Number 4 as shown on said plat; on the East by property now or formerly of Kershaw-Lancaster Enterprises Corporation; South by section reserved by Kershaw-Lancaster Enterprises Corporation it being 50 feet in width and on the West by an unnamed Street. Also being shown and designated as 0.17 acres on a plat prepared for Haile Gold Mine, Inc., dated September 28, 2009 and recorded in the Office of the Register of Deeds for Lancaster County in Book 2009 at page 505; and having such metes, bounds, courses, and distances as shown on said plat.

TMS No.: 0141H-0A-024.00 (corrected)

Wright Tract:

All those certain pieces, parcels or tracts of land, lying, being and situate in Lancaster County, South Carolina, located approximately three (3) miles southwest of Jefferson, fronting on the north and south sides of S.C. Highway 265, being shown, described and designated as Tract No. 1 containing 14.79 acres and Tract No. 2 containing 23.41 acres on plat of survey entitled "Boundary Survey for Henry D. Anderson, Jr.", dated August 15, 1998 made by Eddie R. Johnson, P.L.S. and recorded as Plat No. 2004-8 in the Register of Deeds Office, Lancaster County, South Carolina, which plat is incorporated herein and by reference made a part hereof,. Said property being further shown and delineated as Tracts 1 and 2 on a plat prepared for Haile Gold Mine, Inc. by Holland Surveyors, LLC, dated February 22, 2010 and recorded in the Office of the Register of Deeds for Lancaster County in Plat Book 2010 at page 71 and having such metes, bounds courses and distances shown on said plat.

Being the same property conveyed to J. Carl Wright and Shelby D. Wright by Mary Angela Caston Campbell, dated January 8, 2004 and recorded in the Office of the Register of Deeds for Lancaster County in Book 222, page 249.

TMS No.: 0116-00-009.00 (corrected)

McClimen Tract:

All that certain piece, parcel or lot of land together with all improvements located thereon lying being and situate in the County of Lancaster, State of South Carolina, being shown, described and designated as Lot No. 5 containing 1.05 acres more or less on a plat of survey entitled, "Survey of Ray Acres Subdivision" drawn by Earl W. Horton, PLS, dated February 5, 2007 and recorded March 9, 2007 in Plat Book 2007, at page 184 in the Office of the Register of Deeds for Lancaster County, South Carolina; and being further shown and delineated on a plat entitled Property Survey prepared for Haile Gold Mine, Inc., by Holland Surveyors, LLC, dated June 11, 2010 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 259 and having such, metes, bounds, courses and distances as shown on said plat.

Being the same property conveyed to Marie McClimen by deed of Tony G. Ray, dated March 12, 2009 and recorded March 16, 2009 in the Office of the Register of Deeds for Lancaster County in Record Book 508, page 167.

This conveyance includes a 1982 TRIN Doublewide Mobile Home, Serial Number: THINCSTA248243DL2U.

TMS No.: 0136-00-036.00 (corrected)

Craft Tract:

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being located in Flat Creek Township, Lancaster County, South Carolina, and Kershaw County, South Carolina, and being shown as 59.05 acres on a plat entitled Property Survey prepared for Haile Gold Mine Inc., by Holland Surveyors, LLC, dated April 5, 2010 and recorded in the Office of the Register of Deeds for Lancaster County (the "Lancaster County ROD") in Plat Book 2010 at page 410, and having such metes, bounds, courses and distances as shown on said plat.

Of the 59.05 acres, 30 acres is situate, lying and being located in Lancaster County: Such property being the same property conveyed to the Grantor by deed of distribution dated December 4, 2009, and recorded December 11, 2009, in the Lancaster County ROD in Deed Book 543 at page 318.

TMS No.: 0140-00-028.01 (corrected)

Clyburn Tract:

All that certain piece, parcel or lot of land situate, lying and being approximately 5.5 miles Northeast of Kershaw, South Carolina in Flatcreek Township, Lancaster County, South Carolina, containing 752.31 acres, more or less, as shown on survey entitled "Property Survey" prepared for Haile Gold Mine, Inc., by Holland Surveyors, LLC, dated August 5, 2010 and recorded in the Office of the Register of Deeds for Lancaster County in Plat Book 2010, page 425; and having such metes, bounds, courses, and distances as shown on said plat.

Being the same property conveyed to Melinda Lou Clyburn Richardson and Billie Joanna Clyburn Crawford by deed of William U. Clyburn and Sara Brewer Clyburn, dated July 10, 1973 and recorded in the Office of the Register of Deeds for Lancaster County in Book C-6,, page 2722; Book C-6, page 2725; Book C-6, page 2727; Book C-6, page 2729 and Book C-6, page 2731.

TMS No.: 0119-00-006-00

AND

All that certain piece, parcel or tract of land lying, being and situate in Lancaster County, South Carolina, located approximately 4.5 miles northeast of Kershaw County, South Carolina, fronting on Ernest Scott Road (S-29-219), containing 54.70 acres, and being more particularly shown and described on plat of survey entitled "BOUNDARY SURVEY FOR JULIAN D. CRAIG" made by Kenneth A. Johnson, RLC, dated November 27, 2002 and recorded as Plat No. 2003-44 in the Register of Deeds Office for Lancaster County, South Carolina, which plat is by reference made a part hereof.

TMS No.: 0119-00-062.00 (corrected)

Town of Kershaw Tract:

All that certain piece, parcel or tract of land, situate, lying and being on the northerly side of Tom Gregory Road, approximately 3.5 miles Northeast of Kershaw, Lancaster County, South Carolina, and more particularly shown and designated as 9.12 acres on a Property Survey prepared for Haile Gold Mine Inc., by Holland Surveyors, LLC, dated August 19, 2010 and recorded in the Office of the Register of Deeds for Lancaster County in Book 2010 at page 582; and having such metes, bounds, courses and distances as shown on said plat which is hereby incorporated by reference.

TMS No.: 0135-00-004.03 (corrected)

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STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2016-1413

COUNTY OF LANCASTER

)

AN ORDINANCE

TO RATIFY AND APPROVE THE TRANSFER OF CERTAIN PROPERTY AND RELATED INTEREST IN A FEE AGREEMENT BY HAILE GOLD MINE INC. TO OCEANAGOLD EXPLORATION (CAROLINA) INC.; TO AUTHORIZE AND APPROVE A FOURTH AMENDMENT TO THE FEE AGREEMENT BETWEEN LANCASTER COUNTY AND HAILE GOLD MINE INC.; TO PROVIDE FOR THE FORM OF THE FOURTH AMENDMENT; TO AUTHORIZE CERTAIN OFFICIALS TO EXECUTE AND DELIVER THE FOURTH AMENDMENT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and determinations.

(A) Council finds and determines that:

(1) pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act"), Lancaster County, South Carolina (the "County"), acting by and through its Council (the "Council"), and Haile Gold Mine Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company") entered into a Fee Agreement dated as of December 1, 2008 (the "Original Fee Agreement"), as amended by that certain Amendment to Fee in Lieu of Tax Agreement dated as of December 7, 2009 (the "First Amendment"), that certain Second Amendment to Fee in Lieu of Tax Agreement dated as of November 30, 2010 (the "Second Amendment"), and that certain Third Amendment to Fee Agreement dated as of December 9, 2013 (the "Third Amendment") (the Original Fee Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, referred to herein as the "Fee Agreement"), pursuant to which, among other things, the Company agreed to make, and the County agreed to accept, negotiated fee in lieu of tax ("FILOT") payments with respect to certain eligible property (the "Project") then or thereafter located within the County on certain land described in Exhibit A to the Fee Agreement (the "Project Site"); and

(2) Company has informed County that pursuant to that certain Title to Real Estate Limited Warranty Deed dated March 30, 2015, and recorded April 2, 2015 in the Office of the Register of Deeds for the County (the "County ROD") in Book 861 at Page 304, effective as of March 30, 2015 (the "Effective Transfer Date"), the Company granted to Romarco Minerals SC Inc., a corporation then

organized and existing under the laws of the State of Delaware, all of the Company's right, title, and interest in and to nine (9) parcels of the Project Site comprising a portion of the Project, which parcels are identified in Exhibit A, attached to this ordinance and incorporated herein as if the exhibit were set out in this ordinance in its entirety, together with any real and/or personal property comprising a portion of the Project located thereon (collectively, the nine (9) parcels and the real and/or personal property are referred to as the "Transferred FILOT Property"); and

(3) Company has informed County that pursuant to that certain Certificate of Amendment of Certificate of Incorporation filed April 28, 2015 in the Office of the Delaware Secretary of State, and as evidenced by that certain Affidavit (Change of Corporate Name) dated April 30, 2015 and recorded May 6, 2015 in the County ROD in Book 873 at page 294, Romarco Minerals SC Inc. changed its name to Romarco Exploration Inc.; and

(4) Company has informed County that pursuant to that certain Certificate of Amendment of Certificate of Incorporation filed October 9, 2015 in the Office of the Delaware Secretary of State, and as evidenced by that certain Affidavit (Change of Corporate Name) dated October 9, 2015 and recorded October 16, 2015 in the County ROD in Book 920 at page 181, Romarco Exploration Inc. changed its name to OceanaGold Exploration (Carolina) Inc., now a corporation organized and existing under the laws of the State of Delaware ("OceanaGold"); and

(5) Company has informed County that Company desires to assign, transfer, convey, and set over to OceanaGold, all of the Company's right, title, and interest in, to, and under the Fee Agreement with respect to the Transferred FILOT Property, and OceanaGold has informed County that it desires to assume all of the Company's duties, obligations, and liabilities under the Fee Agreement with respect to the Transferred FILOT Property, all effective as of the Effective Transfer Date (collectively, the conveyance of the Transferred FILOT Property and the transfer of the related interest in the Fee Agreement are referred to as the "Transfers"); and

(6) Company has informed County that it has acquired additional property located in Lancaster County to be used in connection with the Project (the "Additional Property"); and

(7) pursuant to the First Amendment, the County and the Company agreed to include additional property to be covered by the Original Fee Agreement, including, but not limited to, certain property identified in Schedule I of the First Amendment as the Blackwell Tract 1; and

(8) pursuant to the Second Amendment, the County and the Company agreed to include additional property to be covered by the Original Fee Agreement, as amended by the First Amendment, including, but not limited to, certain properties identified in Schedule I of the Second Amendment as the Mahaffey Tract, Wright Tract, McClimen Tract, Craft Tract, and Clyburn Tract; and

(9) pursuant to the Third Amendment, the County and the Company ratified, by passage of Resolution No. 772, the prior inclusion within the Original Fee Agreement, as amended by the First Amendment and the Second Amendment, of certain property then identified in Schedule 1 of the Third Amendment as the 0135-11-004.01 Town of Kershaw tract; and

(10) Company and OceanaGold have requested the County, by way of a Fourth Amendment to Fee Agreement, attached to this ordinance as Exhibit B and incorporated herein as if the exhibit were set out in this ordinance in its entirety (the "Fourth Amendment"), to (i) include the Additional Property in the Fee Agreement, (ii) correct a scrivener's error in the legal description in the Clyburn Tract, and (iii) correct scrivener's errors in the tax map number identifiers of the Blackwell Tract 1, Mahaffey Tract,

Wright Tract, McClimen Tract, Craft Tract, Clyburn Tract, and the land heretofore identified as the 0135-11-004.01 Town of Kershaw tract.

(B) It is the purpose of this ordinance, in reliance on the information submitted by the Company and OceanaGold, to provide for the County's approval and ratification of the Transfers and the County's authorization and approval of the Fourth Amendment.

Section 2. Approval of Transfers.

Pursuant to Section 12-44-120(D) of the Act, and by passage of this ordinance, the County is ratifying and approving the Transfers as of the Transfer Effective Date.

Section 3. Approval of Fourth Amendment to Fee Agreement.

Council authorizes and approves the Fourth Amendment to Fee Agreement.

Section 4. Form of Fourth Amendment to Fee Agreement.

The form of the Fourth Amendment to Fee Agreement is to be in substantially the form of the document attached to this ordinance and with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the document attached to this ordinance.

Section 5. Officials Authorized to Act.

The Council Chair and Council Secretary are authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver the Fourth Amendment to Fee Agreement. The authority of the Council Chair and Council Secretary includes the authority to execute other documents and to do all things necessary to effectuate the purpose of the Fourth Amendment to Fee Agreement. The Clerk to Council is authorized to attest the execution of the Fourth Amendment to Fee Agreement and any other documents executed to effectuate its purpose.

Section 6. Severability.

The provisions of this ordinance are declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, then the declaration shall not affect the validity of the remainder of the sections, phrases, and provisions of this ordinance.

Section 7. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or in any orders, resolutions, ordinances, and parts thereof, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 8. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this ____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	August 22, 2016	Passed 7-0
Second Reading:	September 12, 2016	Tentative
Public Hearing:	September 26, 2016	Tentative
Third Reading:	September 26, 2016	Tentative

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Exhibit A to Ordinance No. 2016-1413

**TRANSFERRED PARCELS
HAILE GOLD MINE INC. TO OCEANAGOLD EXPLORATION (CAROLINA) INC.**

Nine (9) parcels conveyed by Haile Gold Mine Inc. to OceanaGold Exploration (Carolina) Inc. (f/k/a Romarco Minerals SC Inc. and Romarco Exploration Inc.):

Blackwell Tract 2:

ALL that certain piece, parcel or lot of land, containing 39.07 acres, being and situate about (2) miles Northeast of the Town of Kershaw, in Flat Creek Township, Lancaster County, South Carolina, and being more particularly shown and described on a Survey prepared for Haile Gold Mine, Inc. by Holland Surveyors, LLC, dated August 12, 2009, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina on August 25, 2009, in Plat Book 2009, at Page 398. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0141-00-013.00

Stroud (Charles) Tract:

ALL that certain piece, parcel or tract of land, containing 0.75 acres, located in Flat Creek Township, approximately 7.5 miles northeast of Kershaw, SC, in Lancaster County, South Carolina, and being more particularly shown and described on a Survey prepared for Haile Gold Mine, Inc. by Holland Surveyors, LLC, dated September 22, 2010, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina on September 29, 2010, in Plat Book 2010, at Page 430. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0118-00-060.00

Furr Tract:

ALL that certain piece, parcel or lot of land, containing 57.06 acres in Flat Creek Township, Lancaster County, South Carolina, approximately 1.5 miles north of Kershaw, and being more particularly shown and described on a Survey prepared for Haile Gold Mine, Inc. by Holland Surveyors, LLC, dated September 28, 2009, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina on October 2, 2009, in Plat Book 2009, at Page 466. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0141-00-014.00

Mahaffey Tract:

ALL that certain piece, parcel or lot of land, situate, lying and being in Flat Creek Township, Lancaster County, South Carolina, and designated as Lot Number 5, in Block A as shown on a Plat of survey made by Fred J. Hager, Surveyor, dated June 13th, 1968; and being more particularly shown and described as 0.17 acre on a Survey prepared for Haile Gold Mine, Inc. by Holland Surveyors, LLC, dated September 28, 2009, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina on October 29, 2009, in Plat Book 2009, at Page 505. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0141H-0A-024.00

Hegler Tract:

ALL that certain piece, parcel or lot of land, containing forty-seven (47) acres in Flat Creek Township, Lancaster County, South Carolina, being shown as Tract 19 on a Plat by Clark and Mobley, dated November 10, 1926, recorded in Plat Book 2, at Page 18, in the Office of the Register of Deeds for Lancaster County, SC; and being more particularly shown and described as 46.64 acres on a Survey prepared for Haile Gold Mine, Inc. by Holland Surveyors, LLC, dated October 22, 2009, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina on December 17, 2009, in Plat Book 2009, at Page 591. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0141-00-012.00

Salmon Tract:

ALL that certain piece, parcel or lot of land, located on the eastern boundary of Fork Hill Highway; approximately one and one half (1.5) miles north of Kershaw, being shown, described and designated as Tract No. 1, containing 2.74 acres, and Tract No. 2 containing 44.44 acres in Flat Creek Township, Lancaster County, South Carolina, being further shown on a Survey prepared for Haile Gold Mine, Inc. by Holland Surveyors, LLC, dated February 19, 2010, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina on May 7, 2010, in Plat Book 2010, at Page 200. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0141-00-011.00

Gardner Fee Tracts:

ALL that certain piece, parcel or lot of land, containing 15.28 acres, and located approximately 10 miles NE of Kershaw, SC, in Lancaster County, South Carolina, and being more particularly shown and described on a Survey prepared for Haile Gold Mine, Inc. by Holland Surveyors, LLC, dated December 30, 2009, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina on December 30, 2009, in Plat Book 2009, at Page 638. Reference to said plat is made for a more complete and accurate description.

ALSO: ALL that certain piece, parcel or lot of land, containing 11.11 acres, and located approximately 10 miles NE of Kershaw, SC, in Lancaster County, South Carolina, and being more particularly shown and described on a Survey prepared for Haile Gold Mine, Inc. by Holland Surveyors, LLC, dated December 30, 2009, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina on December 30, 2009, in Plat Book 2009, at Page 639. Reference to said plat is made for a more complete and accurate description.

TMS Nos.: 0116-00-008.01 and 0116-00-013.00

Wright Tract:

ALL those certain pieces, parcels or tracts of land, located approximately 10 miles northeast of Kershaw, SC, in Lancaster County, South Carolina, being shown and described and designated as Tract No. 1 containing 14.79 acres and Tract 2 containing 23.41 acres on plat of survey entitled "Boundary Survey for Henry D. Anderson, Jr.", dated August 15, 1998, made by Eddie R. Johnson, P.L.S. and recorded as Plat No. 2004-8 in the Office of the Register of Deeds for Lancaster County, South Carolina; and also being

described as Tract No.1, containing 13.54 acres and Tract 2, containing 21.81 acres on a Survey prepared for Haile Gold Mine, Inc. by Holland Surveyors, LLC, dated February 22, 2010, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina on February 25, 2010, in Plat Book 2010, at Page 71. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0116-00-009.00

Hinson Tract 1:

ALL that certain piece, parcel or tract of land, with improvement thereon, lying, being and situate near Midway Community, Lancaster County, South Carolina, containing 26.5 acres, and being more particularly shown by the Plat of Paul Clark, R.L.S., dated April, 1975, and recorded as Plat Number 3338 on January 20, 1978, in the Office of the Clerk of Court for Lancaster County; and also being shown as Tract 2, containing 22.17 acres as shown on a Survey prepared for Haile Gold Mine Inc. by Holland Surveyors, LLC, dated December 28, 2009, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2009, at Page 637. Reference to said plat is made for a more complete and accurate description.

LESS AND EXCEPT: All that certain piece, parcel or tract of land, with improvements thereon, containing five (5.0) acres, more or less, lying, being and situate near Midway Community, Lancaster County, South Carolina, and being more particularly shown on a Plat prepared for Margaret P. and James R. Hinson, Jr., by Kenneth A. Johnson, R.L.S., dated December 30, 1998, and recorded in the Office of the Clerk of Court for Lancaster County in Plat Book 9900, Page 0.002; and being further shown and delineated as Tract 2A on a plat prepared for Haile Gold Mine, Inc., by Holland Surveyors, LLC, dated December 28, 2009, and recorded in the Office of the Clerk of Court for Lancaster County in Plat Book 2009, at Page 637. Reference to said plat is made for a more complete and accurate description.

ALSO: All that certain piece, parcel or tract of land, with improvements thereon, lying, being and situate near Midway Community, Lancaster County, State of South Carolina, shown as Tract 2, containing 78.80 acres, and being more particularly shown on the Plat of Paul Clark, R.L.S., dated April, 1975, and recorded as Plat Number #3338 on January 20, 1978, in the Office of the Clerk of Court for Lancaster County; and also described as Tract 1, containing 79.96 acres on a Survey prepared for Haile Gold Mine Inc. by Holland Surveyors, LLC, dated December 28, 2009, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2009, at page 637. Reference to said plat is made for a more complete and accurate description

ALSO: All that certain piece, parcel or tract of land, designated as Tract 1A, containing 4.06 acres, located in Lancaster County, South Carolina, and being more particularly shown and described on a Survey prepared for Haile Gold Mine Inc., by Holland Surveyors, LLC, dated December 28, 2009, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2009, at Page 637. Reference to said plat is made for a more complete and accurate description.

TMS Nos.: 0118-00-062.00 and 0118-00-062.01

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Exhibit B to Ordinance No. 2016-1413

**FOURTH AMENDMENT TO FEE AGREEMENT
SEE ATTACHED**

FOURTH AMENDMENT TO FEE AGREEMENT

This **FOURTH AMENDMENT TO FEE AGREEMENT** (the "Fourth Amendment") is dated as of [_____, 2016] by and among **LANCASTER COUNTY, SOUTH CAROLINA**, a body politic and corporate, a political subdivision of the State of South Carolina (the "County"), **HAILE GOLD MINE INC.**, a corporation organized and existing under the laws of Delaware and authorized to do business in the State of South Carolina (the "Company"), and **OCEANAGOLD EXPLORATION (CAROLINA) INC.**, a corporation organized and existing under the laws of Delaware and authorized to do business in the State of South Carolina ("OceanaGold").

RECITALS

WHEREAS, pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act"), the County and the Company entered into a Fee Agreement dated as of December 1, 2008 (the "Original Fee Agreement"), as amended by that certain Amendment to Fee in Lieu of Tax Agreement dated as of December 7, 2009 (the "First Amendment"), that certain Second Amendment to Fee in Lieu of Tax Agreement dated as of November 30, 2010 (the "Second Amendment"), and that certain Third Amendment to Fee Agreement dated as of December 9, 2013 (the "Third Amendment") (the Original Fee Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment referred to herein as the "Fee Agreement"), for the purpose of, among other things, providing a fee in lieu of tax incentive to the Company in connection with the "Project," as defined in the Fee Agreement; and

WHEREAS, the Company has acquired additional property to be used in connection with the Project (the "Additional Property"); and

WHEREAS, pursuant to the First Amendment, the County and the Company agreed to include additional property to be covered by the Original Fee Agreement, including, but not limited to, certain property identified in Schedule I of the First Amendment as the Blackwell Tract 1; and

WHEREAS, pursuant to the Second Amendment, the County and the Company agreed to include additional property to be covered by the Original Fee Agreement, as amended by the First Amendment, including, but not limited to, certain properties identified in Schedule I of the Second Amendment as the Mahaffey Tract, Wright Tract, McClimen Tract, Craft Tract, and Clyburn Tract; and

WHEREAS, pursuant to the Third Amendment, the County and the Company ratified the prior inclusion within the Original Fee Agreement, as amended by the First Amendment and the Second Amendment, by Resolution No. 772 adopted December 12, 2011, of certain property then identified in Schedule 1 of the Third Amendment as the 0135-11-004.01 Town of Kershaw tract; and

WHEREAS, pursuant to Ordinance No. [_____] , and at the request of Company and OceanaGold, the County approved this Fourth Amendment for the purpose of (i) including the Additional Property under the Fee Agreement, (ii) correcting a scrivener's error in the legal description in the Clyburn Tract, and (iii) correcting scrivener's errors in the tax map number

identifiers of the Blackwell Tract 1, Mahaffey Tract, Wright Tract, McClimen Tract, Craft Tract, Clyburn Tract, and the land heretofore identified as the 0135-11-004.01 Town of Kershaw tract; and

WHEREAS, the County, the Company, and OceanaGold now desire to enter into this Fourth Amendment for the purposes stated above.

FOURTH AMENDMENT

NOW, THEREFORE, in consideration of the above and other lawful consideration duly paid and received, the parties agree that the Fee Agreement is amended as follows:

1. The above recitals are incorporated into this Fourth Amendment as if the recitals were set out in this Fourth Amendment in their entirety.
2. Exhibit A to the Fee Agreement is amended so as to include the Additional Property listed in Schedule 1 attached to this Fourth Amendment.
3. Exhibit A to the Fee Agreement is amended so as to correct scrivener's errors in the legal description of the Clyburn Tract ("recorded in the Office of the Register of Deeds for Richland County" should be "recorded in the Office of the Register of Deeds for Lancaster County"), and the legal description is published correctly in Schedule 2 attached to this Fourth Amendment.
4. Exhibit A to the Fee Agreement is amended so as to correct scrivener's errors in the tax map number identifiers of the Blackwell Tract 1 (TMS Nos. 0118-00-019.01; 0117-00-002.00 and 0117-00-001.00 should be TMS No. 0117-00-001.00), of the Mahaffey Tract (TMS No. 141H-A-24.00 should be TMS No. 0141H-0A-024.00), of the McClimen Tract (TMS No. 0136-00-036.00-13 should be TMS No. 0136-00-036.00), of the Craft Tract (TMS No. 140-28.01 should be TMS No. 0140-00-028.01) of the Clyburn Tract (TMS No. 0119-00-062 should be TMS No. 0119-00-062.00), of the Wright Tract (TMS No. 0116-00-009 should be TMS No. 0116-00-009.00), and of the land identified as 0135-11-004.01 Town of Kershaw (TMS No. 0135-11-004.01 should be TMS No. 0135-00-004.03), and the tax map number identifiers are published correctly in Schedule 2 attached to this Fourth Amendment.
5. (A) Company represents and warrants, as the basis for the undertakings on its part contained in this Fourth Amendment, that it (i) is a corporation organized and existing and in good standing under the laws of Delaware, (ii) is authorized to do business in South Carolina, (iii) has all requisite power to enter into this Fourth Amendment, and (iv) by proper action has been duly authorized to execute and deliver this Fourth Amendment.

(B) OceanaGold represents and warrants, as the basis for the undertakings on its part contained in this Fourth Amendment, that it (i) is a corporation organized and existing and in good standing under the laws of Delaware, (ii) is authorized to do business in South Carolina, (iii) has all requisite power to enter into this Fourth Amendment, and (iv) by proper action has been duly authorized to execute and deliver this Fourth Amendment.

(C) County represents and warrants, as the basis for the undertakings on its part contained in this Fourth Amendment, that it (i) is a body politic and corporate and a political subdivision of the State, (ii) is authorized by the Act to enter into this Fourth Amendment, (iii) has approved this Fourth Amendment in accordance with the procedural requirements of the Act and any other applicable state law, and (iv) has authorized its officials to execute and deliver this Fourth Amendment.

6. Except as specifically provided in this Fourth Amendment, the Fee Agreement shall remain unchanged and in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA, HAILE GOLD MINE INC., and OCEANAGOLD EXPLORATION (CAROLINA) INC. each pursuant to due authority, have duly executed this Fourth Amendment, all as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to County Council

HAILE GOLD MINE INC.

Signature: _____

Name: _____

Title: _____

**OCEANAGOLD EXPLORATION
(CAROLINA) INC.**

Signature: _____

Name: _____

Title: _____

FOURTH AMENDMENT TO FEE AGREEMENT

SCHEDULE 1

The following list of legal descriptions and tax map numbers for the Additional Property is made for the purpose of including the tracts in the Fee Agreement:

Ronnie Roberts Tract (Home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, shown and designated as 4.34 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated October 4, 2010 and recorded October 15, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 449. Reference to said plat is made for a more complete and accurate description.

TOGETHER WITH that that certain piece, parcel or tract of land located in Lancaster County, South Carolina, Flat Creek Township and being more particularly described as following: Beginning at a point on the southern side of Road S-29-188, 600 feet west of intersection of said Road S-29-188 and another State Highway, running thence from the beginning point westerly with the edge of said road S-29-188, 90 feet to the intersection of said Road S-29-188 and a dirt road; thence with edge of said dirt road in a southerly direction 90 feet to a point; continuing thence 90 feet to a point, thence 90 feet to the point of Beginning; and being a plot or lot of land 90 feet x 90 feet out of a tract of 10.2 acres conveyed by George A. Robert to Clyde Woodrow Roberts by deed dated January 24, 1950, recorded in said Office in Book G-4, at page 500. Property now or formerly belonging to Fred E. Culman is situate at a slight angle across said Road S-29-188 from the 90 foot x 90 foot lot of land described herein.

TMS Nos.: 0140-00-010.00 and 0140-00-011.01

Former Mobile Homes Tract:

All those certain pieces, parcels or tracts of land, situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Lots 1, 2, 3, 7, 10, 11 and 12 of Ray Acres Subdivision as shown on plat entitled "Survey of Ray Acres Subdivision" by Earl W. Horton, dated February 5, 2007 and recorded in Book 2007, page 184 and having such metes, bounds, courses and distances as shown on said plat;

ALSO:

All those certain pieces, parcels or tracts of land situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Lots C, F, G, H, I, J, K, L and M of Snowy Owl Subdivision, as shown on plat recorded in Book 2004, page 480 and having such metes, bounds, courses and distances as shown on said plat.

TOGETHER WITH the easements as shown on plat recorded in Book 2004, page 480.

Portion of TMS No.: 0136-00-036.00

AND:

All that certain piece, parcel or tract of land, situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Lot H, containing 1.50 acres of Snowy Owl Subdivision, as shown on plat recorded in Book 2004, page 480 and having such metes, bounds, courses and distances as shown on said plat.

Portion of TMS No.: 0136-00-036.00

AND:

All that certain piece parcel or lot with improvements thereon, if any, lying being and situate in Lancaster County, South Carolina, being more particularly described as Lot G, containing 1.50 acres more or less as shown on plat drawn by Jeff N. Hilliard, PLS dated March 11, 2004 and recorded September 8, 2004 as Plat No. 2004480 in the Office of the Register of Deeds for Lancaster County, South Carolina. Reference to said plat is craved for a more minute description.

Portion of TMS No.: 0136-00-036.00

AND:

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being in Flat Creek Township, County of Lancaster, State of South Carolina, being shown and designated as Lot 6, containing 1.05 acres, more or less as shown on plat of survey made by Earl W. Horton, dated February 5, 2007 and recorded as Plat No. 2007-184 in the Office of the Register of Deeds for Lancaster County and having such metes, bounds, courses and distances as shown on said plat.

Portion of TMS No.: 0136-00-036.00

AND:

All those certain pieces, parcels or tracts of land, situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Lot 4 of Ray Acres Subdivision as shown on plat entitled "Survey of Ray Acres Subdivision" by Earl W. Horton, dated February 5, 2007 and recorded in Book 2007, page 184 and having such metes, bounds, courses and distances as shown on said plat;

ALSO:

All those certain pieces, parcels or tracts of land, situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Lots E, N, O and P of Snowy Owl Subdivision, as shown on plat recorded in Book 2004, page 480 and having such metes, bounds, courses and distances as shown on said plat.

TOGETHER WITH the easements as shown on plat recorded in Book 2004, page 480.

Portion of TMS No.: 0136-00-036.00

AND:

All those certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Lot 8 of Ray Acres Subdivision as shown on plat entitled "Survey of Ray Acres Subdivision" by Earl W. Horton, dated February 5, 2007 and recorded in Book 2007, page 184 and having such metes, bounds, courses and distances as shown on said plat;

Portion of TMS No.: 0136-00-036.00

AND:

All those certain pieces, parcels or tracts of land, together with the improvements thereon, situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Tracts A and B of Snowy Owl Subdivision, as shown on plat recorded September 8, 2004, in Book 2004, page 480 and having such metes, bounds, courses and distances as shown on said plat.

Portion of TMS No.: 0136-00-036.00

AND:

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Lot 9 of Ray Acres Subdivision as shown on plat entitled "Survey of Ray Acres Subdivision" by Earl W. Horton, dated February 5, 2007 and recorded in Book 2007, page 184 and having such metes, bounds, courses and distances as shown on said plat;

AND: All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being in the County of Lancaster, State of South Carolina, being shown and designated as Lot D of Snowy Owl Subdivision, as shown on plat recorded in Book 2004, page 480 and having such metes, bounds, courses and distances as shown on said plat.

TOGETHER WITH the easements as shown on plat recorded in Book 2004, page 480.

Portion of TMS No.: 0136-00-036.00

LESS AND EXCEPT: All that certain piece, parcel or lot of land together with all improvements located thereon lying being and situate in the County of Lancaster, State of South Carolina, being shown, described and designated as Lot No. 5 containing 1.05 acres more or less on a plat of survey entitled, "Survey of Ray Acres Subdivision" drawn by Earl W. Horton, PLS, dated February 5, 2007 and recorded March 9, 2007 in Plat Book 2007, at page 184 in the Office of the Register of Deeds for Lancaster County, South Carolina; and being further shown and delineated on a plat entitled Property Survey prepared for Haile Gold Mine, Inc., by Holland Surveyors, LLC, dated June 11, 2010 and recorded in the Office of the Register of Deeds for Lancaster

County, South Carolina in Plat Book 2010, at page 259 and having such, metes, bounds, courses and distances as shown on said plat.

Being the same property conveyed to Marie McClimen by deed of Tony G. Ray, dated March 12, 2009 and recorded March 16, 2009 in the Office of the Register of Deeds for Lancaster County in Record Book 508, page 167.

This conveyance includes a 1982 TRIN Doublewide Mobile Home, Serial Number: THINCSTA248243DL2U.

Portion of TMS No.: 0136-00-036.00

Kevin Bartell Tract (with Home):

ALL that certain piece, parcel or lot of land, containing 0.86 acres, with improvements thereon, situate, lying and being about five (5) miles Northeast of the Town of Kershaw, in Lancaster County, SC, and more particularly being bounded and described as follows: On the NORTH by Snowy Owl Road; On the EAST by property of J. W. and Betty F. Bartell; and, On the SOUTHWEST by property of J. W. and Betty F. Bartell. The above described property is more particularly shown and described on a plat prepared for Kevin Dwayne Bartell and Wendy H. Bartell by Kenneth A. Johnson, RLS, dated December 5, 1995, and recorded as Plat #16176, in the Office of the Clerk of Court for Lancaster County. Reference to said plat is made for a more accurate description.

AND all that certain piece, parcel or lot of land, containing 0.46 acres, with improvements thereon, if any, situate, lying and being about five (5) miles Northeast of the Town of Kershaw, in Flat Creek Township, Lancaster County, South Carolina, being in the shape of a triangle, and with frontage on Snowy Owl Road, and more particularly being bounded and described as follows: On the Southwest by other property of Jacob Wayne Bartell and Betty Bartell; on the Southeast by other property of Jacob Wayne Bartell and Betty Bartell; and on the Northeast by other property of Kevin D. and Wendy H. Bartell. The above described property is more particularly shown and described as Lot B on a plat prepared for Kevin Dwayne and Wendy H. Bartell by Kenneth A. Johnson, R.L.S., dated May 9, 1996 and recorded February 1, 2002 as Plat Number 2002-43 in the Office of the Clerk of Court for Lancaster County, South Carolina. Reference to said Plat is made for a more accurate description.

TMS No.: 0136-00-015.01

James Gordon Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, shown and designated as 22.16 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated October 4, 2010 and recorded October 14, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 443. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-036.05

Jerry Poston Tract (with home):

ALL that certain piece, parcel, or lot of land, together with improvements thereon, if any, containing 1.00 acre, lying, being and situated about four miles NORTHEAST of the Town of Kershaw, Lancaster County, South Carolina, and more particularly being bounded and described as follows: On the SOUTH by a county dirt road leading to U.S. Highway #601; on the NORTH and EAST by other property of Blackwell; and, On the WEST by property of Clyburn. The above described property is more particularly shown and described on a Plat prepared for Ward and Azilee Poston by Kennith A. Johnson, RLS, dated June 21, 1990 and recorded as Plat #10961, in the Office of the Clerk of Court for Lancaster County, South Carolina. Reference to said Plat is made for a more accurate description.

TMS No.: 0136-00-033.04

Wayne Bartell Tract (with home):

ALL that certain piece, parcel or tract of land, situate, lying and being in Lancaster County, South Carolina, containing two acres, more or less, the same being cut off of a larger tract of 70 acres and being triangular in shape and bounded as follows, to wit: on the North by public Road; on the South by Bartell; on the East by Minor Catoe; and on the West coming to a point.

TMS No.: 0136-00-015.00

Lowell Fisher Tract (with home):

ALL that certain piece, parcel or tract of land consisting of 6.00 acres, lying, being and being situate almost four miles northeast of the Town of Kershaw, Flat Creek Township, Lancaster County, South Carolina and being more particularly bounded and described as follows, to wit: Northeast by Highway S-29-219; Southeast by property of Ronny E. Hinson; Southwest by property of Champion International; and Northwest by Tract NO. 2 as shown on said plat. The described property is shown as Tract NO. 3 on Plat of Yancy McManus Estate, dated June 18, 1982, prepared by Kennith A. Johnson, RLS, and recorded June 23, 1987 in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #5602. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-031.04

Jerry Scott Tract (with home):

ALL that certain piece, parcel or tract of land, together with the improvements thereon, consisting of 0.36 acres, more or less, situate, lying and being about five (5) miles Northeast of the Town of Kershaw, Lancaster County, South Carolina, and more particularly shown as Tract NO. 1 on a Plat of the Scott Estate, prepared by Kennith A. Johnson, RLS, dated June 16, 1992 and recorded as Plat Number 13202 in the Office of the Clerk of Court for Lancaster County, South Carolina. Reference to said plat is made for a more accurate description.

TMS No.: 0136-00-014.00

Mark Sullivan / Culvern Tract:

ALL that certain pieces, parcels or tracts of land located in Lancaster County, South Carolina, containing Parcel 1 - 202.60 acres and Parcel 2 - 57.71 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated October 29, 2010 and recorded November 10, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 510. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-039.00

Catoe Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, shown and designated as .76 acre on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 21, 2011 and recorded December 5, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 582. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-006.00

Hudson Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, shown and designated as 3.62 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 5, 2010 and recorded November 17, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 525. Reference to said plat is made for a more complete and accurate description.

TMS Nos.: 0119-00-003.00 and 0119-00-005.00

Jerry Scott Tract 2:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, shown and designated as 10.26 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated December 13, 2010 and recorded December 21, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 614. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-014.06

Robin Autry Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, shown and designated as 3.19 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 4, 2010 and recorded November 17, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 527. Reference to said plat is made for a more complete and accurate description.

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TMS No.: 0119-00-004.00

Patricia Faulkenberry Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 10.78 acres and more particularly shown as Tract #2 on a Plat of the Scott Estate prepared by Kenneth A. Johnson, RLS, dated June 16, 1992 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #13202. Reference to said plat is made for a more complete and accurate description.

AND all that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 2.00 acres, and being described and bounded as follows: Fronting East on Old Savannah Road, now a tarred and gravel road, a distance of 210 feet, and running back West of uniform width, for a distance of 420 feet; bounded on the North, South and West by other lands of Ernest Scott; and East by Old Savannah Road (which is not a tarred and gravel road).

TMS Nos.: 0136-00-012.00 and 0136-00-014.07

Branham Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 2.41 acres on a plat entitled "Property of Terri P. Branham" and prepared by Kenneth A. Johnson, RLS dated January 3, 1983 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #5825. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-014.04

Jimmy Montgomery Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 15.64 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 15, 2010 and recorded November 23, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 548. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-009.01

Phillip Robinson Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 2.02 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 20, 2011 and recorded December 5, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 583. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-005.00

Harold Scott Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 15.03 acres and more particularly shown as Parcel 5 on a plat of the Scott Estate prepared by Kenneth A. Johnson, RLS, dated June 16, 1992 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #13202. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-014.01

Stacy Scott Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 4.43 acres and more particularly shown as Parcel 4-A on a plat of the Scott Estate prepared by Kenneth A. Johnson, RLS, dated June 16, 1992 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #13202. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-014.02

Wayne Bartell Tract 1:

ALL that certain pieces, parcels or tracts of land located in Lancaster County, South Carolina, containing Tract 1 – 4.18 acres and Tract 2 - 5.03 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 17, 2010 and recorded November 23, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 550. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-031.00

Wayne Bartell Tract 2:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 53.70 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 17, 2010 and recorded November 23, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 551. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-032.00

Monnie Roberts Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing .93 acre on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 19, 2011 and recorded December 5, 2011 in the Office of the Register of

Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 581. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-033.05

Susan Rollings Tract (with home):

ALL those certain pieces, parcels or tracts of land, containing 10.90 acres and 2.00 acres, situate, lying and being about five (5) miles Northeast of the Town of Kershaw, Lancaster County, South Carolina, and more particularly being shown as Parcels 3-A and 3-B on a plat of the Scott Estate, prepared by Kenneth A. Johnson, RLS, dated June 16, 1992 and recorded as Plat #13202 in the Office of the Clerk of Court for Lancaster County. Reference to said plat is made for a more accurate description.

TMS Nos.: 0136-00-014.03 and 0136-00-014.05

Patricia Lugo Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 5.0 acres according to Plat of Property of Rebecca Y. Craig, prepared by J.C. Crumpler dated June 11, 1998 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #98-0558. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-035.01

Russell Hypes Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 22.99 acres being more particularly shown and described on plat of survey entitled "Plat of Survey for Thomas Van Popering, LLC" prepared by Jack Smith Surveying dated September 26, 2005 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #2005-524. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-010.00

Bobby Stroud Tract (with home):

ALL those certain pieces, parcels or tracts of land, together with the improvements thereon, if any, situate, lying and being in Flat Creek Township, in the County of Lancaster, State of South Carolina, being shown and designated as Tract 1 (containing 23.31 acres), Tract 2 (containing 1.64 acres) and Tract 3 (containing 22.24 acres) on a plat of survey entitled "Property Survey" prepared for Haile Gold Mine by Holland Surveyors, LLC, dated January 27, 2010 and recorded in the Office of the Register of Deeds for Lancaster County in Plat Book 2010 at page 526 and having such metes, bounds, courses and distances as shown on said plat.

TMS No.: 0140-00-003.00

Calvary Presbyterian Church Tract:

ALL that certain piece, parcel or tract of land containing 132.43 acres, more or less, situate, lying and being about four (4) miles northeast of the Town of Kershaw, in Lancaster County, south Carolina, and more particularly being bounded and described as follows: on the east by U.S. Highway 601; and by property of Emily C. Robinson and Rebecca Y. Craig; on the north and northwest by property of Juanita Faulkner; and on the south by property of the S.C. Department of Corrections. The above described property is more particularly shown and described on a plat prepared for Blackwell Limited, Inc. by Huel C. Bailey, Surveyor, dated March 18, 1999, and recorded as Plat #99-443, Office of the Clerk of Court for Lancaster County, South Carolina. Reference to said plat is made for a more accurate description.

TMS No.: 0135-00-003.00

Kenneth Cauthen Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 1.65 acres shown on a survey prepared for Kenneth B. Cauthen and Janice C. Cauthen prepared by Kenneth A. Johnson, RLS, dated December 10, 1992 and recorded December 29, 1992 in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #13172. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-003.00

Warren Knight Tract (with home):

ALL that certain piece, parcel or tract of land, together with improvements thereon, if any (but excluding any mobile home located thereon), situate, lying and being in Flat Creek Township, in the County of Lancaster, State of South Carolina and being shown and designated as 9.99 acres on a plat entitled "Property Survey" prepared for Haile Gold Mine Inc. by Holland Surveyors, LLC, dated November 15, 2010 and recorded in the Office of the Register of Deeds for Lancaster County in Plat Book 2010, at page 549, and having such metes, bounds, courses and distances as shown on said plat.

TMS No.: 0136-00-009.02

Ronny Hinson Tract (with home):

ALL that certain piece, parcel or tract of land, with improvements thereon, lying, being and situate in Flat Creek Township, Lancaster County, South Carolina, approximately five (5) miles Northeast of the Town of Kershaw, containing 2.8 acres, and being triangular in shape, and being bounded as follows, to wit: On the South by Estate lands of Fred E. Culvern; on the East by State Highway No. 29-219 leading to Haile Gold Mine Baptist Church, and on the West by lands of Lula McManus, and being further shown on as 2.79 acres, on a survey prepared for Ronny E. Hinson by Huel C. Bailey Surveying, dated April 7, 1998 and recorded in the Office of the Register of Deeds for Lancaster County as Plat Document #98 0318 and having such metes, bounds, courses and distances as shown on said plat.

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TMS No.: 0136-00-029.00

Michael Williams Tract (with home):

ALL that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being in Flat Creek Township, in the County of Lancaster, State of South Carolina, and being more particularly shown and delineated as 17.51 acres on a plat entitled "Property Survey" prepared for Haile Gold Mine Inc. by Holland Surveyors, LLC, dated December 2, 2010 and recorded in the Office of the Register of Deeds for Lancaster County on December 21, 2010 in Plat Book 2010, at Page 609; and having such metes, bounds, courses and distances as shown on said plat.

TMS No.: 0136-00-033.07

Ricky Poston Tract (with home):

ALL that certain piece, parcel or tract of land consisting of 0.97 acre, more or less, and located in Lancaster County, South Carolina and having the following description: Said lot commencing at a point 416 feet south from the property line of Jack Catoe and fronting on Highway 601 for a distance of 155 feet and extending back in uniform width to a depth of 281 feet. Said property being bounded now or formerly as follows: North by property of Frack Blackwell, East by Highway 601, West by property of Frank Blackwell and on the South by property of Frank Blackwell.

TMS No.: 0136-00-035.00

Kaye Catoe Tract (with home):

ALL that certain piece, parcel or lot of land containing 3.04 acres, more or less, with improvements thereon, if any situate, lying and being about four (4) miles Northeast of Kershaw, in Lancaster County, State of South Carolina, and more particularly shown on a plat prepared for Kaye S. Catoe by Kenneth A. Johnson, R.L.S., dated November 7, 2003 and recorded November 17, 2003 in the Office of the Register of Deeds for Lancaster County in Book 2003, Page 639. Said property being bounded as follows: SOUTH by Snowy Owl Road; NORTH by property of Michael A. Williams a/k/a Mike Williams and Lisa H. Williams; EAST by property of Michael A. Williams a/k/a Mike Williams and Lisa H. Williams; WEST by property now or formerly of Richardson, Clyburn and Crawford; and a portion of the lot on the SOUTHWEST now or formerly of Ward Poston.

TMS No.: 0136-00-033.11

Willie J Hilton Tract:

ALL that certain piece, parcel or lot of land, consisting of 0.76 acres, more or less, together with the improvements thereon, if any, lying, being and situate in Flat Creek Township, Lancaster County, South Carolina, as set out and shown on a plat of survey made by Paul Clark, L.S. dated February 19, 1962, and recorded in the Lancaster County Clerk of Court's office in Plat Book 12

at Page 159. For a more particular description reference is craved to said plat. Being bound on the North by Queen H. Hinson; East by W.J. Hilton; South by Melvin Catoe; and West by Highway No. 601.

TMS No.: 0136-00-007.00

Paulette Hendrix Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 60.66 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated October 4, 2010 and recorded October 14, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 444. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-036.01

Justine Hilton Tract (with home):

ALL that certain piece, parcel or tract of land, with improvements thereon, if any, situate, lying and being approximately 4.3 miles northeast of Town of Kershaw in the County of Lancaster, State of South Carolina, containing 12.73 acres, as shown and delineated on a plat prepared by Holland Surveyors, LLC for Haile Gold Mine, Inc., dated March 25, 2011, and recorded March 30, 2011 in the Office of the Register of Deeds for Lancaster County in Plat Book 2011, at page 166; and having the metes and bounds, courses and distances as shown on said Plat. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-009.00

Danny Blackwell Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing .93 acre shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated February 16, 2011 and recorded February 24, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 100. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-033.00

Pamela Walters Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 1.41 acres, more or less, being designated as Tracts Numbers 1 and 2 as shown on a plat of survey prepared by Paul Clark and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 12, at page 159. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-008.00

Phillip Hinson Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 10.59 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated November 10, 2010 and recorded November 23, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 529. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0140-00-016.00

Terry Robinson Tract (with home):

ALL that certain piece, parcel or tract of land, together with improvements thereon, if any, lying, being and situate in Flat Creek Township, Lancaster County, South Carolina, containing 9.35 acres, more or less, located on the North side of South Carolina Highway S-29-188, fronting South on said Highway for a distance of 425 feet, and being the identical property shown on plat of survey made by Paul Clark as found recorded in the Office of the Clerk of Court for Lancaster County in Book Z-5, at Page 697, reference to which plat is made for a more minute description.

TMS No.: 0140-00-007.00

William Hayes Tract (with home):

ALL that certain piece, parcel or tract containing 0.97 acre, more or less, of land located in Lancaster County, South Carolina and more bounded and described as follows: On the North by a county dirt road leading to Highway #601 for a distance of 151.98 feet; on the East by property of Danny R. Blackwell for a distance of 286.91 feet; on the South by property of Danny R. Blackwell for a distance of 151.98 feet; and on the West by property of Lineberger for a distance of 286.91 feet and further shown on a plat prepared for William D. Hayes, Sr. and Lisa K. Hayes by Kenneth A. Johnson, RLS dated November 12, 1993 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #14167. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-033.06

Billy Poston Tract (with home):

ALL that certain piece, parcel or tract of land, with improvements thereon, if any, lying being and situate in Lancaster County, South Carolina, containing 6.35 acres, more or less, and being more particularly bounded and described as follows, to wit: North by a road leading to Highway #601; East by property of Frank Blackwell, formerly of Love; South by property of Frank Blackwell, formerly of Love; and, West by property of Billie Joanna C. Crawford and Melinda Clyburn Richardson, formerly of Clyburn. The above described property is the same as shown on a Plat prepared by Will Clark, Surveyor, for John Love, being a part of the lands of Mrs. Ester Love which is recorded as Plat Number 6004 in the Office of the Clerk of Court for Lancaster County.

TMS No.: 0136-00-034.00

Kevan Thompson Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 3.66 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated January 13, 2011 and recorded January 25, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 48. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0140-00-015.01

Jane Thompson Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 3.67 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated January 13, 2011 and recorded January 25, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 48. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0140-00-015.02

Richard Thompson Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 3.66 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated January 13, 2011 and recorded January 25, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 48. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0140-00-015.00

Gene Loveland Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 2.17 acres shown a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated September 21, 2010 and recorded September 29, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 428. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-001.01

Eugene Rogers Tract (with home):

ALL that certain piece, parcel or lot of land, containing 1.00 acre, situate, lying and being about 2.5 miles Northeast of the Town of Kershaw, in Lancaster County, South Carolina, and ore particularly being bounded and described as follows: On the NORTHWEST by U.S. Highway 601; On the SOUTHWEST by property now or formerly of George B. and June L. Small; and, On the NORTHEAST and SOUTHEAST by other property of Bobby B. Gregory. The above

described property is more particularly shown and described on a plat prepared for Bobby B. Gregory by Kenneth A. Johnson, RLS, dated December 7, 2004, and recorded in Plat Book 2004 at Page 696, Office of the Register of Mesne Conveyances for Lancaster County. Reference to said plat is made for a more accurate description.

TMS No.: 0135-00-016.03

Gerald Townsend Tract (with home):

ALL those certain pieces, parcels or tracts of land located in Lancaster County, South Carolina, containing 22.79 acres (10.83 acres and 11.96 acres) shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated February 24, 2011 and recorded March 8, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 123. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0140-00-006.00

William & Michael Catoe Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 57.29 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated April 21, 2011 and recorded April 27, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 235. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-002.00

Mary Bartell Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 2.03 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated April 29, 2011 and recorded May 5, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 250. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0140-00-022.00

Mary Bartell Tract 2:

ALL that certain pieces, parcels or tracts of land located in Lancaster County, South Carolina, containing 21.81 acres (Tract 1 – 18.51 acres and Tract 2 – 3.30 acres) shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated December 15, 2010 and recorded December 21, 2010 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 613. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-031.02

William & Marcene Fields Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 24.32 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated January 7, 2011 and recorded February 24, 2012 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2012, at page 64. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0140-00-008.00

American Timberland II, LLC Tract:

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 63.71 acres shown on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated May 11, 2011 and recorded April 13, 2012 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2012, at page 143. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-011.00

Teresa McDonald Tract:

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the County of Lancaster, State of South Carolina, containing 15 acres and being shown on a Plat prepared for Teresa Murphy McDonald and James William Dulin by Earl W. Horton, PLS, dated November 21, 2006, and recorded February 23, 2007, in Plat Book 2007, at page 132, in the Office of the Register of Deeds for Lancaster County. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-036.03

Richard Hilton Tract:

ALL that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being located on the northwest side of US Hwy. 601 (Gold Mine Highway) County of Lancaster, State of South Carolina, and being described as Parcel B, containing 4.338 acres, and being more specifically shown and delineated on Plat of Boundary Survey prepared for Richard F. Hilton, prepared by Enfinger & Associates dated May 28, 2005 and recorded June 8, 2005 in the Office of the Register of Deeds for Lancaster County, South Carolina, in Book 2005, at Page 315.

ALSO being the same property shown and delineated as 4.34 acres on that certain Property Survey prepared for Haile Gold Mine, Inc. prepared by Carl A. Holland, Jr., SC Registered Land Surveyor No. 8368, Holland Surveyors, LLC dated September 21, 2010 and recorded August 12, 2015 in the Office of the Register of Deeds for Lancaster County, South Carolina in Book 2015, at Page 577; property survey is specifically incorporated herein by reference and reference to said property craved for the particulars as to metes, courses, distances, size, shape, dimensions, measurements, bounds and boundaries.

TMS No.: 0136-00-001.00

FOURTH AMENDMENT TO FEE AGREEMENT

SCHEDULE 2

The following publication of legal descriptions and tax map numbers for the selected tracts that are included in the Fee Agreement is made for the purpose of correcting scrivener's errors:

Blackwell Tract 1:

All that certain piece, parcel or lot of land, situate, lying and being approximately 4 miles southwest of Jefferson, in Flatcreek Township, County of Lancaster, State of South Carolina, and being shown and designated as 512.03 acres +/- on a plat prepared for Haile Gold Mine Inc. by Holland Surveyors, LLC, dated August 13, 2009, which plat is recorded in the Office of the Clerk of Court for Lancaster County in Book 2009 at page 400. Said property having such metes, bounds, courses and distances as shown on said plat, which is incorporated herein by reference.

TMS No.: 0117-00-001.00 (corrected)

Mahaffey Tract:

All that certain piece, parcel or lot of land, situate, lying and being in Flat Creek Township, County of Lancaster, State of South Carolina, and designated as Lot Number 5 in Block A as shown on a plat of survey made by Fred J. Hager, Surveyor, dated June 13th, 1968 and being bounded as follows, to wit: North by an unnamed street; and Lot Number 4 as shown on said plat; on the East by property now or formerly of Kershaw-Lancaster Enterprises Corporation; South by section reserved by Kershaw-Lancaster Enterprises Corporation it being 50 feet in width and on the West by an unnamed Street. Also being shown and designated as 0.17 acres on a plat prepared for Haile Gold Mine, Inc., dated September 28, 2009 and recorded in the Office of the Register of Deeds for Lancaster County in Book 2009 at page 505; and having such metes, bounds, courses, and distances as shown on said plat.

TMS No.: 0141H-0A-024.00 (corrected)

Wright Tract:

All those certain pieces, parcels or tracts of land, lying, being and situate in Lancaster County, South Carolina, located approximately three (3) miles southwest of Jefferson, fronting on the north and south sides of S.C. Highway 265, being shown, described and designated as Tract No. 1 containing 14.79 acres and Tract No. 2 containing 23.41 acres on plat of survey entitled "Boundary Survey for Henry D. Anderson, Jr.", dated August 15, 1998 made by Eddie R. Johnson, P.L.S. and recorded as Plat No. 2004-8 in the Register of Deeds Office, Lancaster County, South Carolina, which plat is incorporated herein and by reference made a part hereof. Said property being further shown and delineated as Tracts 1 and 2 on a plat prepared for Haile Gold Mine, Inc. by Holland Surveyors, LLC, dated February 22, 2010 and recorded in the Office of the Register of Deeds for Lancaster County in Plat Book 2010 at page 71 and having such metes, bounds courses and distances shown on said plat.

Being the same property conveyed to J. Carl Wright and Shelby D. Wright by Mary Angela Caston Campbell, dated January 8, 2004 and recorded in the Office of the Register of Deeds for Lancaster County in Book 222, page 249.

TMS No.: 0116-00-009.00 (corrected)

McClimen Tract:

All that certain piece, parcel or lot of land together with all improvements located thereon lying being and situate in the County of Lancaster, State of South Carolina, being shown, described and designated as Lot No. 5 containing 1.05 acres more or less on a plat of survey entitled, "Survey of Ray Acres Subdivision" drawn by Earl W. Horton, PLS, dated February 5, 2007 and recorded March 9, 2007 in Plat Book 2007, at page 184 in the Office of the Register of Deeds for Lancaster County, South Carolina; and being further shown and delineated on a plat entitled Property Survey prepared for Haile Gold Mine, Inc., by Holland Surveyors, LLC, dated June 11, 2010 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, at page 259 and having such, metes, bounds, courses and distances as shown on said plat.

Being the same property conveyed to Marie McClimen by deed of Tony G. Ray, dated March 12, 2009 and recorded March 16, 2009 in the Office of the Register of Deeds for Lancaster County in Record Book 508, page 167.

This conveyance includes a 1982 TRIN Doublewide Mobile Home, Serial Number: THINCSTA248243DL2U.

TMS No.: 0136-00-036.00 (corrected)

Craft Tract:

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being located in Flat Creek Township, Lancaster County, South Carolina, and Kershaw County, South Carolina, and being shown as 59.05 acres on a plat entitled Property Survey prepared for Haile Gold Mine Inc., by Holland Surveyors, LLC, dated April 5, 2010 and recorded in the Office of the Register of Deeds for Lancaster County (the "Lancaster County ROD") in Plat Book 2010 at page 410, and having such metes, bounds, courses and distances as shown on said plat.

Of the 59.05 acres, 30 acres is situate, lying and being located in Lancaster County: Such property being the same property conveyed to the Grantor by deed of distribution dated December 4, 2009, and recorded December 11, 2009, in the Lancaster County ROD in Deed Book 543 at page 318.

TMS No.: 0140-00-028.01 (corrected)

Clyburn Tract:

All that certain piece, parcel or lot of land situate, lying and being approximately 5.5 miles Northeast of Kershaw, South Carolina in Flatcreek Township, Lancaster County, South Carolina, containing 752.31 acres, more or less, as shown on survey entitled "Property Survey" prepared for Haile Gold Mine, Inc., by Holland Surveyors, LLC, dated August 5, 2010 and recorded in the Office of the Register of Deeds for Lancaster County in Plat Book 2010, page 425; and having such metes, bounds, courses, and distances as shown on said plat.

Being the same property conveyed to Melinda Lou Clyburn Richardson and Billie Joanna Clyburn Crawford by deed of William U. Clyburn and Sara Brewer Clyburn, dated July 10, 1973 and recorded in the Office of the Register of Deeds for Lancaster County in Book C-6,, page 2722; Book C-6, page 2725; Book C-6, page 2727; Book C-6, page 2729 and Book C-6, page 2731.

TMS No.: 0119-00-006-00

AND

All that certain piece, parcel or tract of land lying, being and situate in Lancaster County, South Carolina, located approximately 4.5 miles northeast of Kershaw County, South Carolina, fronting on Ernest Scott Road (S-29-219), containing 54.70 acres, and being more particularly shown and described on plat of survey entitled "BOUNDARY SURVEY FOR JULIAN D. CRAIG" made by Kenneth A. Johnson, RLC, dated November 27, 2002 and recorded as Plat No. 2003-44 in the Register of Deeds Office for Lancaster County, South Carolina, which plat is by reference made a part hereof.

TMS No.: 0119-00-062.00 (corrected)

Town of Kershaw Tract:

All that certain piece, parcel or tract of land, situate, lying and being on the northerly side of Tom Gregory Road, approximately 3.5 miles Northeast of Kershaw, Lancaster County, South Carolina, and more particularly shown and designated as 9.12 acres on a Property Survey prepared for Haile Gold Mine Inc., by Holland Surveyors, LLC, dated August 19, 2010 and recorded in the Office of the Register of Deeds for Lancaster County in Book 2010 at page 582; and having such metes, bounds, courses and distances as shown on said plat which is hereby incorporated by reference.

TMS No.: 0135-00-004.03 (corrected)

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STATE OF SOUTH CAROLINA

)

RESOLUTION NO. 0931-R2016

COUNTY OF LANCASTER

)

)

A RESOLUTION

**EXPRESSING APPRECIATION TO SHERIFF'S INVESTIGATOR PHIL
CRAWFORD AND AUTHORIZING A GIFT TO HIM BY LANCASTER
COUNTY OF HIS SERVICE SIDEARM ON THE OCCASION OF HIS
RETIREMENT**

Be it resolved by the Council of Lancaster County, South Carolina:

WHEREAS, Lancaster County acknowledges the accomplishments and achievements of Sheriff's Investigator Phil Crawford, who has served and protected the citizens of Lancaster for eight years; and

WHEREAS, Lancaster County formally acknowledges Sheriff's Investigator Phil Crawford's retirement from the Lancaster County Sheriff's Office; and

WHEREAS, Lancaster County Council wishes the very best to Sheriff's Investigator Phil Crawford in his retirement and expressing profound appreciation for his years of dedicated service, desires to commemorate his service by making to Sheriff's Investigator Phil Crawford a gift of his service sidearm;

NOW, THEREFORE, BE IT RESOLVED by the County Council of Lancaster, South Carolina, that Barry Faile, the Sheriff of Lancaster County, is authorized to present to Sheriff's Investigator Phil Crawford his service sidearm as a gift on the occasion of his retirement.

AND IT IS SO RESOLVED this 12th day of September, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to Council

RESOLUTION NO. 0932 – R2016

This Resolution shall be effective immediately upon adoption.

AND IT IS SO RESOLVED

Dated this _____ day of September, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) **RESOLUTION NO: 0933 - R2016**

A RESOLUTION

APPROVING THE UPDATED 2016 ASSESSMENT ROLL FOR THE EDGEWATER IMPROVEMENT DISTRICT, LANCASTER COUNTY, SOUTH CAROLINA.

WHEREAS, the County Council (the "County Council") of Lancaster County, South Carolina (the "County") by Ordinance No. 518 enacted on December 10, 2002, authorized the creation of the Edgewater Improvement District (the "District"); and

WHEREAS, the County Council by Ordinance No. 538 enacted on June 24, 2003, authorized and provided for the issuance and sale of \$6,034,000 principal amount Edgewater Improvement District Assessment Revenue Bonds, Series 2003A, and \$7,420,000 Principal Amount Edgewater Improvement District Assessment Revenue Bonds, Series 2003B and approved the Assessment Report and the Rate and Method of Apportionment of Assessments (the "Rate and Method of Apportionment") including the Assessment Roll for the District; and

WHEREAS, the Rate and Method of Apportionment provides in Section F:

The County Council shall amend the Assessment Roll each year to reflect (i) the current Parcels in the District, (ii) the names of the owners of the Parcels, (iii) the Assessment for each Parcel, including any adjustments to the Assessments as provided for in Section C, (iv) the Annual Payment to be collected from each Parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments as provided for in Section I and J, and (vii) any other changes to the Assessment Roll; and

WHEREAS, MuniCap, Inc. has prepared an Annual Assessment Report and Update of the Assessment Roll for Imposition of Assessments in 2016 and Collection in 2017 dated August 18, 2016 (the "2016 Assessment Roll").

NOW, THEREFORE, BE IT RESOLVED that the County Council hereby approves, confirms and adopts the updated 2016 Assessment Roll as attached hereto.

This Resolution shall be effective immediately upon adoption.

AND IT IS SO RESOLVED

Dated this _____ day of September, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

NOTICE OF PUBLIC HEARING

Lancaster County Council

Pursuant to the provisions of Paragraph 3(C) of the Agreement for the Development of a Joint Industrial and Business Park by and between Lancaster County and Chester County, both political subdivisions of the State of South Carolina, dated December 5, 2005, a public hearing has been scheduled by the Lancaster County Council for Monday, September 12, 2016, at 6:30 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on an ordinance titled: "AN ORDINANCE TO AUTHORIZE AND APPROVE THE REMOVAL OF PROPERTY FROM THE AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN LANCASTER COUNTY, SOUTH CAROLINA AND CHESTER COUNTY, SOUTH CAROLINA, DATED DECEMBER 5, 2005; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO." At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 8/26/16



Notary Public of South Carolina

My Commission Expires June 29, 2022

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

ORDINANCE NO. 2016-1406

AN ORDINANCE

TO AUTHORIZE AND APPROVE THE REMOVAL OF PROPERTY FROM THE AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN LANCASTER COUNTY, SOUTH CAROLINA AND CHESTER COUNTY, SOUTH CAROLINA, DATED DECEMBER 5, 2005; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and determinations; Purpose.

(a) The Council finds and determines that:

(1) the County is authorized by Art. VIII, Section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks;

(2) Lancaster County, by passage of Ordinance No. 701, and Chester County, by passage of Ordinance No. 12-05-05-I, authorized and approved the Agreement for the Development of a Joint Industrial and Business Park (Lancaster and Chester Counties) which provided for the two counties to develop jointly an industrial and business park (the "Multi-County Park" or "MCP"), and the agreement is dated December 5, 2005 (the "Multi-County Park Agreement" or "MCP Agreement") (Lancaster properties included, but were not limited to, the Bailes Ridge Tract, the Wellman Tract, the 521 Corporate Center, LLC Tract and the Six Mile Meadow Investment Associates, LLC Tract) (Chester properties included the S.C. 99 Industrial Park, Oliphant Tract No. 1, Oliphant No. 2 Tract, Oliphant – Leeds Tract, Patel No. 1 Tract, Patel No. 2 Tract, Patel (Interco) Site);

(3) In 2006, Lancaster County, by passage of Ordinance No. 759, and Chester County, by passage of Ordinance No. 07-03-06, approved an amendment to the MCP Agreement and the amendment provided, among other things, for additional properties located in Lancaster County to be included in the Multi-County Park (Tyndall Tracts One and Two);

(4) In 2007, Lancaster County by passage of Ordinance No. 854, and Chester County, by passage of Ordinance No. 11-05-07, approved an amendment to the MCP Agreement and the amendment provided, among other things, for additional properties located in Lancaster County to be included in the Multi-County Park (Surefin);

(5) In 2009, Lancaster County, by passage of Ordinance No. 969, and Chester County, by passage of Ordinance No. 04-06-09A, approved an amendment to the MCP Agreement and the amendment provided, among other things, for additional properties located in Chester County to be included in the Multi-County Park (Project 0822);

(6) In 2013, Lancaster County, by passage of Ordinance No. 2013-1247, and Chester County, by passage of Ordinance No. 12-02-13, approved an amendment to the MCP Agreement and the amendment provided, among other things, for the diminution of the boundaries of the Multi-County Park by the removal from it of a portion of the land associated with the Bailes Ridge Tract;

(7) The Multi-County Park Agreement, as originally approved, provides in paragraph 3(A), in part, that “[t]he boundaries of the Park may be . . . diminished from time to time as authorized by ordinances of the County Councils of both Lancaster County and Chester County.” The MCP Agreement also provides in paragraph 3(C) that

[p]rior to the adoption by Lancaster County Council and by Chester County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Lancaster County Council and by Chester County Council. Notice of such public hearings shall be published in newspapers of general circulation in Lancaster County and Chester County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notices of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

(8) it is in the best interests of Lancaster County and its citizens to amend the Multi-County Park Agreement to diminish the boundaries of the Multi-County Park by removal from it of the land associated with the Wellman Tract, the 521 Corporate Center, LLC Tract and the Six Mile Meadow Investment Associates, LLC Tract.

(b) It is the purpose of this ordinance to provide for the amendment of the Multi-County Park Agreement so as to provide for the diminution of the boundaries of the Multi-County Park by the removal from it of land associated with the Wellman Tract, the 521 Corporate Center, LLC Tract and the Six Mile Meadow Investment Associates, LLC Tract.

Section 2. Approval of amendment removing property from Multi-County Park Agreement.

The Amendment to the Agreement for the Development of a Joint Industrial and Business Park, attached to this ordinance as Exhibit A (the “Amendment”), is authorized, ratified and approved, and all the provisions, terms, and conditions thereof are authorized, ratified and approved and the Amendment is incorporated herein by reference as if the Amendment were set out in this ordinance in its entirety. The Council Chair and the Council Secretary are authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver the Amendment. The Clerk to Council is authorized to attest the execution of the Amendment by the County officials. The Amendment is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the Council Chair and Council Secretary determine, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Amendment.

Section 3. Conflicting provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other Lancaster County orders, resolutions and ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 4. Severability.

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 5. Effective date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this __ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	August 8, 2016	Passed 7-0
Second Reading:	August 22, 2016	Passed 7-0
Public Hearing	September 12, 2016	Tentative
Third Reading:	September 12, 2016	Tentative

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Exhibit A to Ordinance No. 2016-1406

**Amendment to the Agreement for the Development of a Joint Industrial and Business Park
Lancaster County, South Carolina and Chester County, South Carolina
Dated December 5, 2005**

STATE OF SOUTH CAROLINA)	AMENDMENT TO THE AGREEMENT
)	FOR THE DEVELOPMENT OF A JOINT
COUNTY OF LANCASTER)	INDUSTRIAL AND BUSINESS PARK
COUNTY OF CHESTER)	(Lancaster and Chester Counties)

An Agreement for the Development of a Joint Industrial and Business Park, dated December 5, 2005, was entered into by and between Lancaster County, South Carolina and Chester County, South Carolina (the "Park Agreement"). Section 3(A) of the Park Agreement provides that the boundaries of the park may be diminished upon approval by passage of an ordinance by the Councils of both Lancaster County and Chester County. By passage of Ordinance No. 2016-____, by the Lancaster County Council and by passage of Ordinance No. _____ by the Chester County Council, the two counties have approved the removal of property from the park as set forth in this amendment.

This AMENDMENT (the "Amendment") to the Park Agreement is made and entered into as of the _____ day of _____, 2016 (the "Effective Date"), by and between the **COUNTY OF LANCASTER, SOUTH CAROLINA** ("Lancaster County") and the **COUNTY OF CHESTER, SOUTH CAROLINA** ("Chester County"), both bodies politic and corporate, political subdivisions of the State of South Carolina. Collectively, Lancaster County and Chester County are referred to as the Parties.

In consideration of the mutual agreement and benefits contained in this Amendment and for other good and valuable consideration, the receipt of which is acknowledged by the Parties, it is agreed by the Parties to this Amendment that:

Section 1. The Park Agreement is amended by removing from Exhibit A Lancaster County Properties the property identified in the original Park Agreement as the Wellman Tract (4.375 acres), the 521 Corporate Center, LLC Tract (25.00 acres, Tract 1, Book 2000, Page 581), and the Six Mile Meadow Investment Associates, LLC Tract (42.634 acres, Tract 2, Book 2000, Page 581). The properties removed by this Amendment include, but are not limited to, the following tax map parcels: 0005-00-103.08; 0005-00-103.04; 0005-00-103.01; 0005-00-103.02; 005-00-103.07; 0005-00-118.00; 0005-00-103.06; 0005-00-103.05; 0005-00-103.00; 0005-00-103.03; and 0005-00-109.00.

Section 2. Except as expressly amended by this Amendment, the Park Agreement shall remain in full force and effect in accordance with the terms thereof.

Section 3. If any section of this Amendment is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this Amendment which is not itself void or invalid.

Section 4. This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

SIGNATURES FOLLOW ON NEXT PAGE.

In witness whereof, the Parties have executed this Amendment effective on the Effective Date.

CHESTER COUNTY, SOUTH CAROLINA

Attest:

Shane Stuart, County Supervisor
_____, 2016

, Clerk to Council

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council
_____, 2016

Attest:

Steve Harper, Secretary, County Council
_____, 2016

Debbie C. Hardin, Clerk to Council

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Agenda Item Summary

Ordinance # / Resolution#:2016-1414

Contact Person / Sponsor: Nick Cauthen

Department: Planning

Date Requested to be on Agenda: September 12, 2016 (County Council Meeting)

Issue for Consideration:

This is a rezoning application of Shelby Snipes to rezone a ± 0.25 acre portion of a ± 0.7 acre tract from R-15, Moderate Density Residential/Agricultural District To R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District. The applicant is proposing to keep a single wide manufactured home on the property.

The property is located at 2575 Lynwood Dr.

Points to Consider:

The applicant was granted a temporary dependent care permit on the subject property in order to care for her mother. Her mother has passed away and she is seeking this rezoning in order to care for her nephews that live in the site built home on the property and it is also her best option for affordable housing. This property was granted a variance by the Board of Zoning Appeals on June 16, 2016 by a vote of 4-2 in order to reduce the required lot size in R-15 from 14,520 sq. ft. to 10,980 sq. ft.

The Future Land Use Map identifies this property as transitional, but does not distinguish between site built homes and manufactured homes. This rezoning would create a R-15S zone of ± 0.25 acres at this location. Thus, the concept of "spot zoning" should be addressed. The South Carolina Supreme Court has defined spot zoning as the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area, *for the benefit of the owners of that property* and to the detriment of other owners. Although there is a mix of manufactured homes and site built homes in the area and the circumstances of the applicant's family are unfortunate, a R-15S zoned area does not conform to the area.

Funding and Liability Factors: N/A

Council Options:

To approve or deny this rezoning request.

Recommendation:

It is the recommendation of the planning staff that the rezoning request be **DENIED**.

At the Lancaster County Planning Commission meeting on Tuesday, August 16, 2016 the Commission voted to **APPROVE** the rezoning application of Shelby Snipes by a vote of (5-1).

The entire background information was presented to the Planning Commission and copies may be obtained on the Planning Department's website under Planning Commission Agendas and Minutes.

PLANNING STAFF REPORT: RZ-016-008

I. FACTS

A. GENERAL INFORMATION

Proposal: This is a rezoning application of Shelby Snipes to rezone a ± 0.25 acre portion of a ± 0.7 acre tract from R-15, Moderate Density Residential/Agricultural District To R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District. The applicant is proposing to keep a single wide manufactured home on the property.

Property Location: The property is located at 2575 Lynwood Drive

Legal Description: TMS # 0102-00-106.00

Zoning Classification: Current: R-15, Moderate Density Residential/Agricultural District

Voting District: District 5, Steve Harper

B. SITE INFORMATION

Site Description: The property consists of a ± 0.25 acre portion and is located on the east side of Lynwood Drive at the corner of Dome Lane. A site built home and a single wide manufactured home (permitted by an expired temporary dependent care permit) currently occupies the subject property. This property was granted a variance by the Board of Zoning Appeals on June 16, 2016 by a vote of 4-2 in order to reduce the required lot size in R-15 from 14,520 sq. ft. to 10,980 sq. ft.

C. VICINITY DATA

Surrounding Conditions: The adjacent properties are all zoned R-15, Moderate Density Residential/Agricultural District. There is a mix of site built and manufactured homes in the area.

D. EXHIBITS

1. Rezoning Application
2. Location Map
3. Zoning Map
4. Future Land Use Map
5. Tax Inquiry Sheet
6. BZA results
7. Maps of existing manufactured homes
8. Table of Uses – R-15S

II. FINDINGS

CODE CONSIDERATIONS

The R-15, Moderate Density Residential/Agricultural District, is designed to accommodate the most dense single-family residential developments (not including manufactured homes) in areas of the county which are either experiencing urban growth or which are expected to experience urban growth in the near future. This type of development requires that both water and sewer lines be installed prior to construction beginning on the site. If water and sewer are not available to the site, the site shall be developed based on the regulations of the R-30 district (see below) The minimum lot size is 14,520 square feet and the minimum lot width is 90 feet.

The R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District, contains the same regulations as the R-15 district except for the following:

- a. Both single-wide and multi-wide manufactured housing units are allowed based on siting criteria (see section 4.1.12) in addition to site-built and modular homes.
- b. This zoning district classification should be used to designate existing and future manufactured home subdivisions which do not/are not intended to consist of at least 50 percent multi-wide manufactured housing units.
- c. This zoning district classification is appropriate adjacent to manufactured housing parks.

III. CONCLUSIONS

The applicant was granted a temporary dependent care permit on the subject property in order to care for her mother. Her mother has passed away and she is seeking this rezoning in order to care for her nephews that live in the site built home on the property and it is also her best option for affordable housing. This property was granted a variance by the Board of Zoning Appeals on June 16, 2016 by a vote of 4-2 in order to reduce the required lot size in R-15 from 14,520 sq. ft. to 10,980 sq. ft.

The Future Land Use Map identifies this property as transitional, but does not distinguish between site built homes and manufactured homes. This rezoning would create a R-15S zone of ± 0.25 acres at this location. Thus, the concept of "spot zoning" should be addressed. The South Carolina Supreme Court has defined spot zoning as the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area, *for the benefit of the owners of that property* and to the detriment of other owners. Although there is a mix of manufactured homes and site built homes in the area and the circumstances of the applicant's family are unfortunate, a R-15S zoned area does not conform to the area.

Date of 1st Reading: 9-12-16 Date of 2nd Reading: 9-26-16 Date of 3rd Reading: 10-10-16
__Approved __Denied __No Action __Approved __Denied __No Action __Approved __Denied __No Action

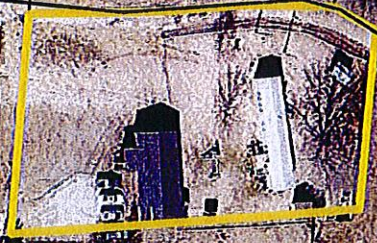
IV. RECOMMENDATION:

It is therefore the recommendation of the planning staff that the rezoning request for the property located at 2575 Lynwood Drive be **DENIED**.

V. RECOMMENDATION FROM PLANNING COMMISSION MEETING

At the Lancaster County Planning Commission meeting on Tuesday, August 16, 2016 the Commission voted to **APPROVE** the rezoning application of Shelby Snipes by a vote of (5-1).

Vicinity Map



Lancaster
County
South Carolina

Disclaimer

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Zoning Map

r15

r15

r15

LESSON

r15

r15

r15

r15

r15

DOME

LYNWOOD

r15

r15

r15

r15

r15

0 50 100 200 Feet

Lancaster
County
South Carolina

Ordinance

Lancaster County makes no guarantee is expressed or implied, regarding the use of this information with a title document, nor does the use of this information constitute an endorsement or approval of the accuracy or completeness of the information. The information is provided for informational purposes only and should not be relied upon for any legal, financial, or other specific use or action.



Future Land Use Map

TRANSITIONAL

TRANSITIONAL

TRANSITIONAL

LESSON

TRANSITIONAL

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TRANSITIONAL

TRANSITIONAL

TRANSITIONAL

LYNWOOD

TRANSITIONAL

DOVE

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0 50 100 200 Feet



Disclaimer
Lancaster County makes no guarantee expressed or implied, regarding the use of data contained within this document, nor does it warrant the accuracy or reliability of the data. The data is provided for informational purposes only and should not be used for any engineering, legal, and other site specific needs or analysis.

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2016-1414

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY SHELBY SNIPES, LOCATED AT 2575 LYNWOOD DRIVE FROM R-15, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL DISTRICT TO R-15S, MODERATE DENSITY RESIDENTIAL/MANUFACTURED HOUSING/AGRICULTURAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Shelby Snipes applied to rezone property located at 2575 Lynwood Drive from R-15, Moderate Density Residential/Agricultural District to R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District.

(b) On August 16, 2016, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (5-1), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-15, Moderate Density Residential/Agricultural District to R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0102-00-106.00

Section 3. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this ____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 9-12-16	Tentative
Second Reading: 9-26-16	Tentative
Third Reading: 10-10-16	Tentative

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Agenda Item Summary

Ordinance # / Resolution#: 2016-1415

Contact Person / Sponsor: Nick Cauthen

Department: Planning

Date Requested to be on Agenda: September 12, 2016 (County Council Meeting)

Issue for Consideration:

This is a rezoning application of Stephen Waters to rezone ± 0.08 acres from R-15D, Moderate Density Residential/Manufactured Housing/Agricultural District To B-3, General Commercial District. The applicant is proposing to construct a car wash on the property.

The property is located off S. York Street ± 250 ft. northeast of the intersection with 7th Street and is adjacent to property located in the City of Lancaster.

Points to Consider:

The facts and findings of this report show that the property is designated as Urban on the Future Land Use map. Urban is a community type that is described as a walkable neighborhood with additional intensity that includes a mix of uses. This is defined by the *Lancaster County Comprehensive Plan 2014-2024*. There is a residence located to the west of the subject property but the majority of the property in the immediate area is either vacant, commercial, or zoned commercial. As stated above this property is in the urban area, has a convenient store next door to it, and is a suitable area for a commercially zoned parcel. This area adjacent to the city is also in need of economic opportunities.

Funding and Liability Factors: N/A

Council Options:

To approve or deny this rezoning request.

Recommendation:

It is the recommendation of the planning staff that the rezoning request be **APPROVED**.

At the Lancaster County Planning Commission meeting on Tuesday, August 16, 2016 the Commission voted to **APPROVE** the rezoning application of Stephen Waters by a vote of (6-0).

The entire background information was presented to the Planning Commission and copies may be obtained on the Planning Department's website under Planning Commission Agendas and Minutes.

PLANNING STAFF REPORT: RZ-016-009

I. FACTS

A. GENERAL INFORMATION

Proposal: This is a rezoning application of Stephen Waters to rezone ± 0.08 acres from R-15D, Moderate Density Residential/Manufactured Housing/Agricultural District **To** B-3, General Commercial District. The applicant is proposing to construct a car wash on the property.

Property Location: The property is located off S. York Street ± 250 ft. northeast of the intersection with 7th Street and is adjacent to property located in the City of Lancaster.

Legal Description: TMS # 0082D-0P-014.00

Zoning Classification: Current: R-15D, Moderate Density Residential/Manufactured Housing/Agricultural District

Voting District: District 2, Charlene McGriff

B. SITE INFORMATION

Site Description: The property consists of ± 0.08 acres and is located on the west side of S. York St. The subject property is currently vacant but use to contain a car wash.

C. VICINITY DATA

Surrounding Conditions: The adjacent properties are zoned R-15D and Neighborhood Commercial (City of Lancaster Zoning District). There is a convenient store located south of the subject property with a gravel area in between. Both of these parcels are zoned R-15D. South of the convenient store is a property that is zoned B-2 which is located approximately 150 ft. from the subject parcel. East of the subject property across S. York St. is a vacant parcel in the City of Lancaster which is zoned Neighborhood Commercial.

D. EXHIBITS

1. Rezoning Application
2. Location Map
3. Zoning Map
4. Future Land Use Map
5. Tax Inquiry Sheet
6. Table of Uses – B-3

II. FINDINGS

CODE CONSIDERATIONS

The R-15D, Moderate Density Residential/Manufactured Housing/Agricultural District, contains the same regulations contained in the R-15 district except for the following:

- a. Only multi-wide manufactured housing units in addition to site-built and modular homes are allowed in this district based on certain siting criteria (see section 4.1.12).
- b. This zoning district classification should be used when designating new areas for allowing manufactured housing in areas where public water and sewer are either in place or where such utilities can be extended by the developer.
- c. The commercial uses allowed in the district are for the convenience of the local residents. Therefore, the uses are limited in scope and serve to meet the essential needs of the local resident. Such uses shall only be allowed on lots located at the intersection of two roads. One of the roads shall be part of the state highway system. No commercial uses shall be allowed on lots having frontage on any local street. The commercial uses allowed in this district are specified in the Table of Permissible Uses. All commercial buildings in this district are limited to 6,000 (gross) square feet.

The B-3, General Commercial District, is designed to accommodate a wide variety of general commercial uses characterized primarily by retail, office and service establishments which are oriented primarily towards major traffic corridors and/or extensive areas of predominantly commercial usage and characteristics. Commercial uses encouraged in this district are generally patronized in single purpose trips and emphasize large general merchandise establishments, sale of large or bulky items, commercial services, repair services, automobile related sales and repair, various types of convenience stores, restaurants, and other recreational and entertainment uses. This district is also suited to accommodate travel oriented uses such as hotels and motels and gas stations. Outdoor storage is permitted if a Type 1 Buffer yard is installed around the outside of the storage area when the area is adjacent to a nonresidential district. A Type 3 Buffer yard is required around the storage area when it is adjacent to a residential district or use and all such areas shall be located completely behind the building. No storage areas shall be located in any required or not required front or side yard. Automobile dealerships are allowed to park automobiles in the front or side yard of the property.

III. CONCLUSIONS

The facts and findings of this report show that the property is designated as Urban on the Future Land Use map. Urban is a community type that is described as a walkable neighborhood with additional intensity that includes a mix of uses. This is defined by the *Lancaster County Comprehensive Plan 2014-2024*. There is a residence located to the west of the subject property but the majority of the property in the immediate area is either vacant, commercial, or zoned commercial. As stated above this property is in the

Date of 1st Reading: 9-12-16 Date of 2nd Reading: 9-26-16 Date of 3rd Reading: 10-10-16
__Approved __Denied __No Action __Approved __Denied __No Action __Approved __Denied __No Action

urban area, has a convenient store next door to it, and is a suitable area for a commercially zoned parcel. This area adjacent to the city is also in need of economic opportunities.

IV. RECOMMENDATION:

It is therefore the recommendation of the planning staff that the rezoning request for the property located off S. York Street ± 250 ft. northeast of the intersection with 7th Street be **APPROVED**.

V. RECOMMENDATION FROM PLANNING COMMISSION MEETING

At the Lancaster County Planning Commission meeting on Tuesday, August 16, 2016 the Commission voted to **APPROVE** the rezoning application of Stephen Waters by a vote of (6-0).

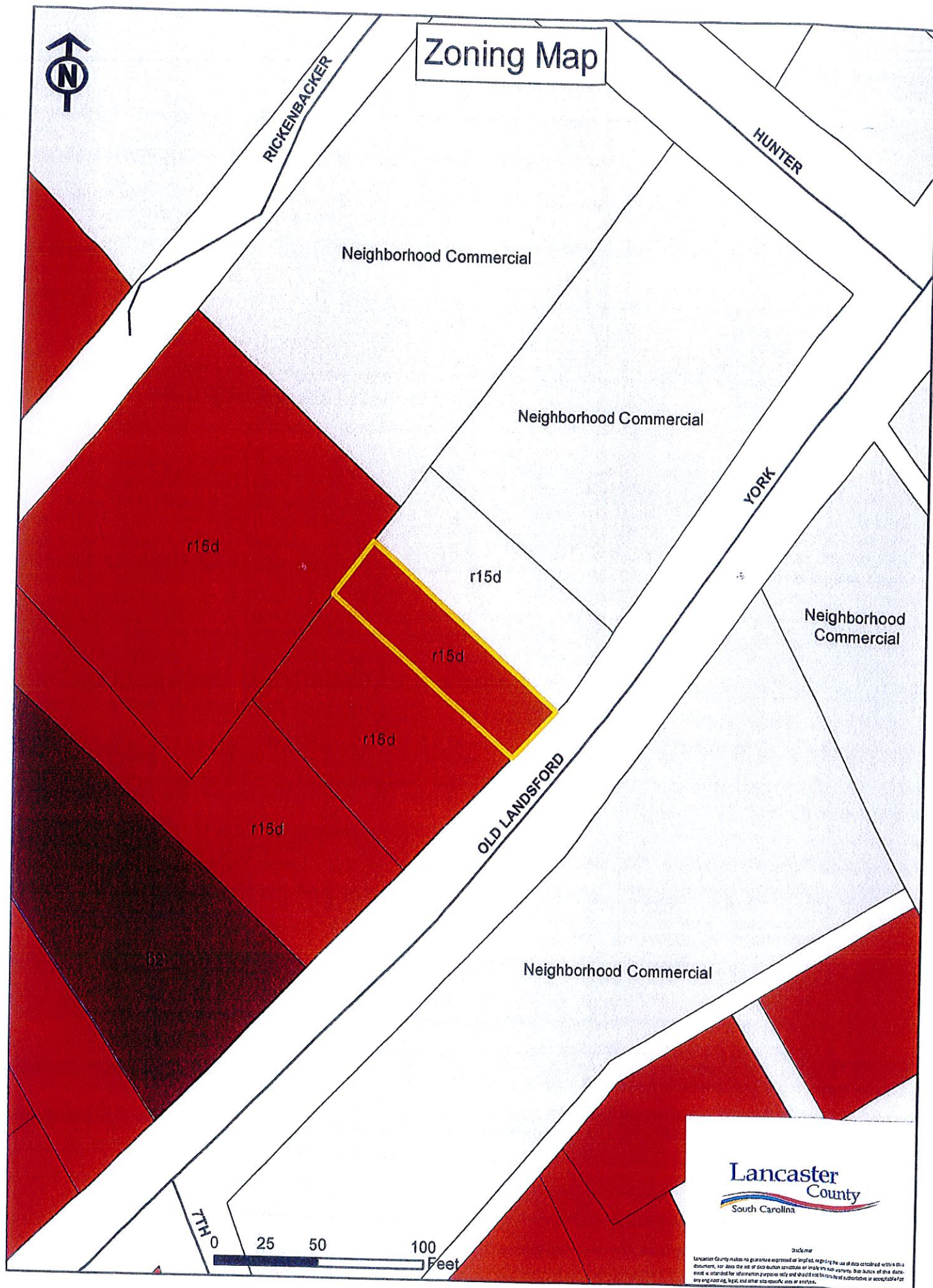
Vicinity Map



Lancaster
County
South Carolina

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STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2016-1415

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY SHARON C. HORNE, REPRESENTED BY STEPHEN WATERS, LOCATED OFF S. YORK STREET ±250 FT. NORTHEAST OF THE INTERSECTION WITH 7TH STREET FROM R-15D, MODERATE DENSITY RESIDENTIAL/MANUFACTURED HOUSING/AGRICULTURAL DISTRICT TO B-3, GENERAL COMMERCIAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Stephen Waters applied to rezone property located off S. York Street ± 250 ft. northeast of the intersection with 7th Street from R-15D, Moderate Density Residential/Manufactured Housing/Agricultural District to B-3, General Commercial District.

(b) On August 16, 2016, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-15D, Moderate Density Residential/Manufactured Housing/Agricultural District to B-3, General Commercial District. for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0082D-0P-014.00

Section 3. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this ____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 9-12-16	Tentative
Second Reading: 9-26-16	Tentative
Third Reading: 10-10-16	Tentative

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Agenda Item Summary

Ordinance # / Resolution# 2016-1416 (RZ-016-006)

Contact Person / Sponsor: Andy Rowe

Department: Planning

Date Requested to be on Agenda: 9/12/16

Issue for Consideration:

This is a rezoning application of Mr. Danny R. Blackwell to rezone \pm 45.67 acres from R-45A, Rural Residential/Intense Agricultural District to MF, Multiple-Family/Agricultural District. The applicant is proposing to build a Multi-Family development consisting of townhomes and single-family detached housing.

Points to Consider:

Two properties to the north are zoned I-1, Light Industrial District. Parcels to the south, east, and west are all zoned R-45A, Rural Residential/Intense Agricultural District.

The Future Land Use Map identifies this property as Urban based on the *Lancaster County Comprehensive Plan 2014-2024*. Urban according to the *Lancaster County Comprehensive plan 2014-2024* is identified as a "walkable neighborhood with additional intensity". Although the Future Land Use Map identifies this property as Urban, it does not distinguish between types of residential uses. Considering the property is within the higher density urban area, a multi-family development is suited for this area. There is also a need for more multi-family development in the Kershaw area due to the increase in employment by Haile Gold Mine Inc.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

At the Lancaster County Planning Commission meeting on Tuesday, August 16, 2016 the Commission voted to **APPROVE** the rezoning application of Mr. Danny R. Blackwell by a vote of (6-0).

At the above referenced meeting no citizens signed to speak at the public hearing. Two citizens after the meeting was concluded approached staff and expressed concerns and disapproval of the rezoning request.

The complete staff report can be located on www.mylancastersc.org

-Click on Planning and go to 2016 Agendas.

PLANNING STAFF REPORT: RZ-016-006

I. FACTS

A. GENERAL INFORMATION

Proposal: This is a rezoning application of Mr. Danny R. Blackwell to rezone ± 45.67 acres from R-45A, Rural Residential/Intense Agricultural District to MF, Multiple-Family/Agricultural District. The applicant is proposing to build a Multi-Family development consisting of townhomes and single-family detached housing.

Property Location: The property is located at the intersection of Fork Hill Road and Little Dude Road.

Legal Description: Tax Map Number 141, Parcel 24.00

Zoning Classification: Current: R-45A, Rural Residential/Intense Agricultural District.

Voting District: District 6, Jack Estridge

B. SITE INFORMATION

Site Description: The ± 45.67 acres of property are vacant and primarily wooded.

C. VICINITY DATA

Surrounding Conditions: Two properties to the north are zoned I-1, Light Industrial District. Parcels to the south, east, and west are all zoned R-45A, Rural Residential/Intense Agricultural District.

D. EXHIBITS

1. Rezoning Application/Example of Homes Submitted by Applicant
2. Location Map
3. Zoning Map
4. Future Land Use Map
5. Tax Inquiry Sheet
6. UDO – Ch. 2 Sect. 2.1.1 (Residential Districts)
7. UDO – Ch. 4 Sect 4.1.20 (Single-Family homes in Multi-Family Districts)
8. Table of Uses – MF

II. FINDINGS

CODE CONSIDERATIONS

The R-45A, Rural Residential/Intense Agricultural District, is designed to accommodate a wide range of use including low density residential development, low intensity commercial uses and high intensity agricultural uses. The minimum residential lot size, minimum residential lot width and maximum residential density of the district are the same as for the R-45 district. However, both single-wide and multi-wide manufactured housing units are allowed on individual lots based on certain siting requirements. See section 4.1.22. Stockyards, slaughter houses, commercial poultry houses and swine lots are only allowed as conditional uses.

The commercial uses allowed in the district are for the convenience of the local residents. Therefore, the uses are limited in scope and serve to meet the essential needs of the local residents and agricultural businesses. Such uses shall only be allowed on lots located at the intersection of two roads. One of the two roads shall be part of the state highway system and the other shall be a collector street. No commercial uses shall be allowed on lots having frontage on any local street. The commercial uses allowed in this district are the same as those allowed in the R-45B district, and are specified in the Table of Permissible Uses.

All commercial buildings in this district are limited to 6,000 (gross) square feet except for buildings constructed or used for a "Retail Store Food" which are allowed to be 12,000 (gross) square feet. Stockyards, slaughterhouses, commercial poultry houses and swine lots need only to comply with the conditions contained in Chapter 4.

The MF, Multiple-Family/Agricultural District, is designed to accommodate moderate density single-family development and low density multiple-family developments (excluding manufactured homes) in areas within the County's planning jurisdiction that are appropriate for development at higher densities. This district should function as the location for alternative housing types near or in direct relationship to single-family detached housing. The maximum density permitted in this district for single-family developments (including duplexes) is three (3) dwelling units per acre and for multiple-family development is eight (8) dwelling units per acre.

III. CONCLUSIONS

The Future Land Use Map identifies this property as Urban based on the *Lancaster County Comprehensive Plan 2014-2024*. Urban according to the *Lancaster County Comprehensive plan 2014-2024* is identified as a "walkable neighborhood with additional intensity". Although the Future Land Use Map identifies this property as Urban, it does not distinguish between types of residential uses. Considering the property is within the higher density urban area, a multi-family development is suited for this area. There is also a need for more multi-family development in the Kershaw area due to the increase in employment by Haile Gold Mine Inc.

Date of 1st Reading: 9-12-16
Approved __ Denied __ No Action

Date of 2nd Reading: 9-26-16
__ Approved __ Denied __ No Action

Date of 3rd Reading: 10-10-16
__ Approved __ Denied __ No Action

IV. RECOMMENDATION:

It is therefore the recommendation of the planning staff that the rezoning request for the property located east of the intersection of Fork Hill Road and Little Dude Road be **APPROVED**.

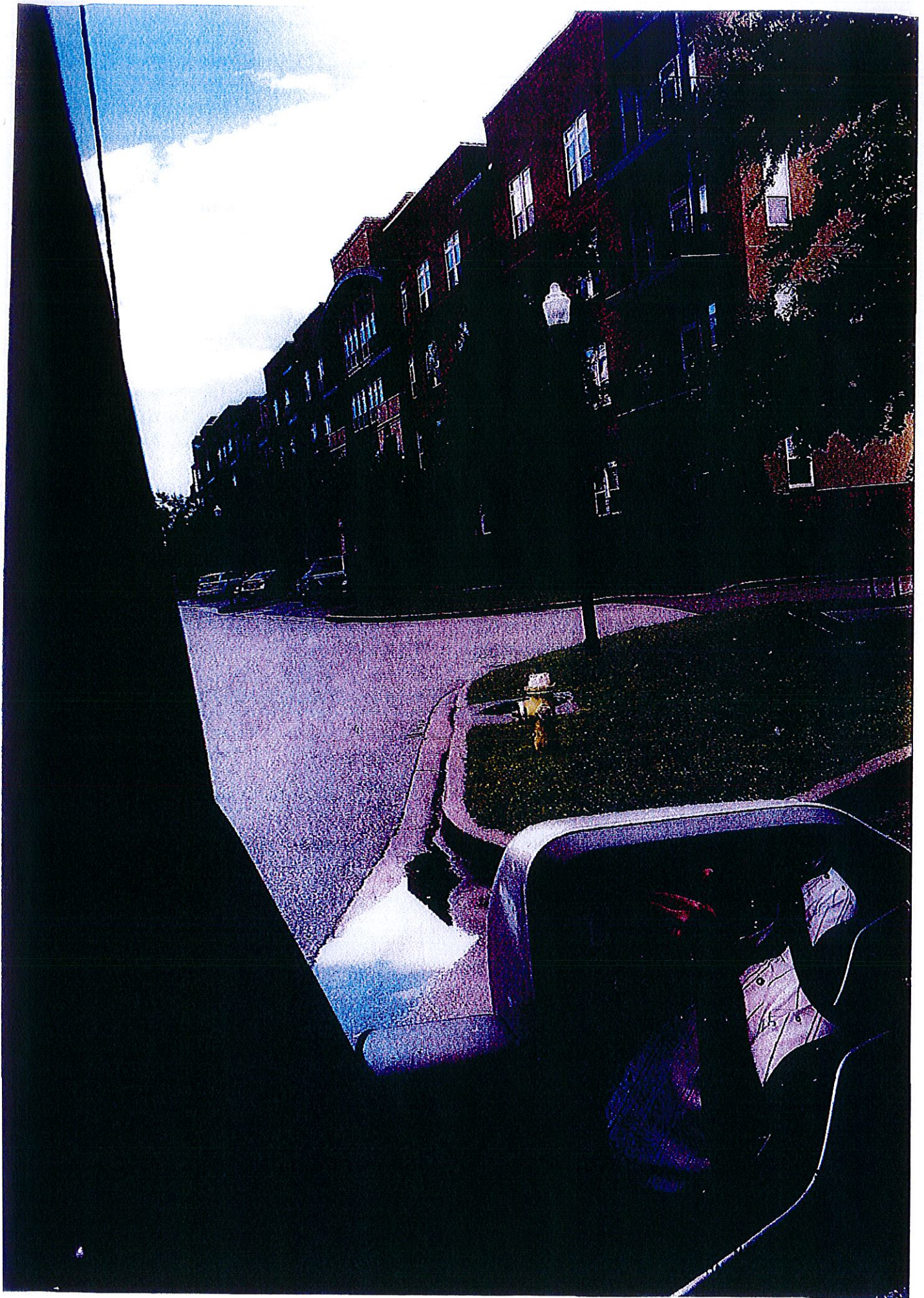
V. Recommendation from Planning Commission Meeting:

At the Lancaster County Planning Commission meeting on Tuesday, August 16, 2016 the Commission voted to **APPROVE** the rezoning application of Mr. Danny R. Blackwell by a vote of (6-0).

At the above referenced meeting no citizens signed to speak at the public hearing. Two citizens after the meeting was concluded approached staff and expressed concerns and disapproval of the rezoning request.

Exhibit 1





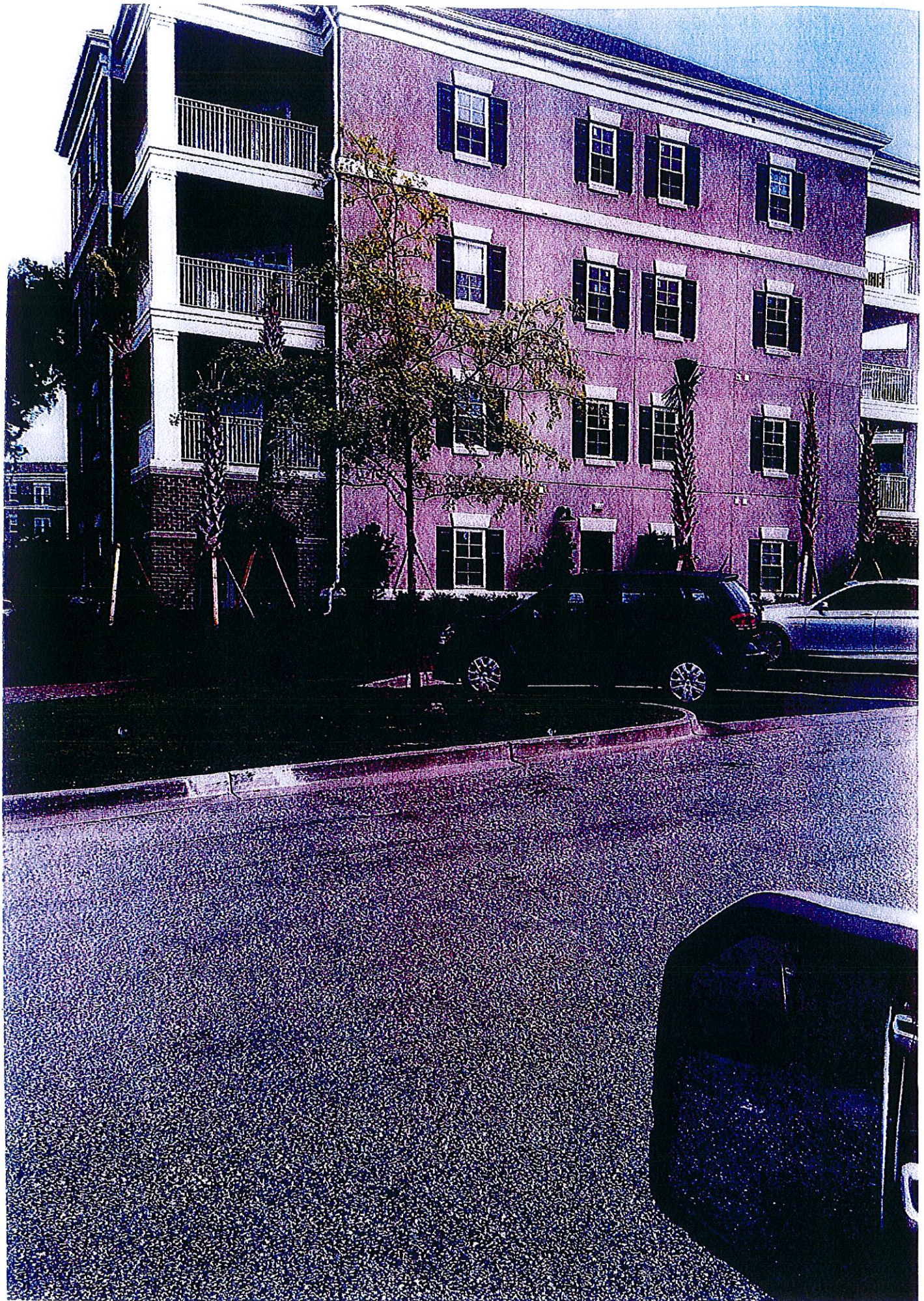
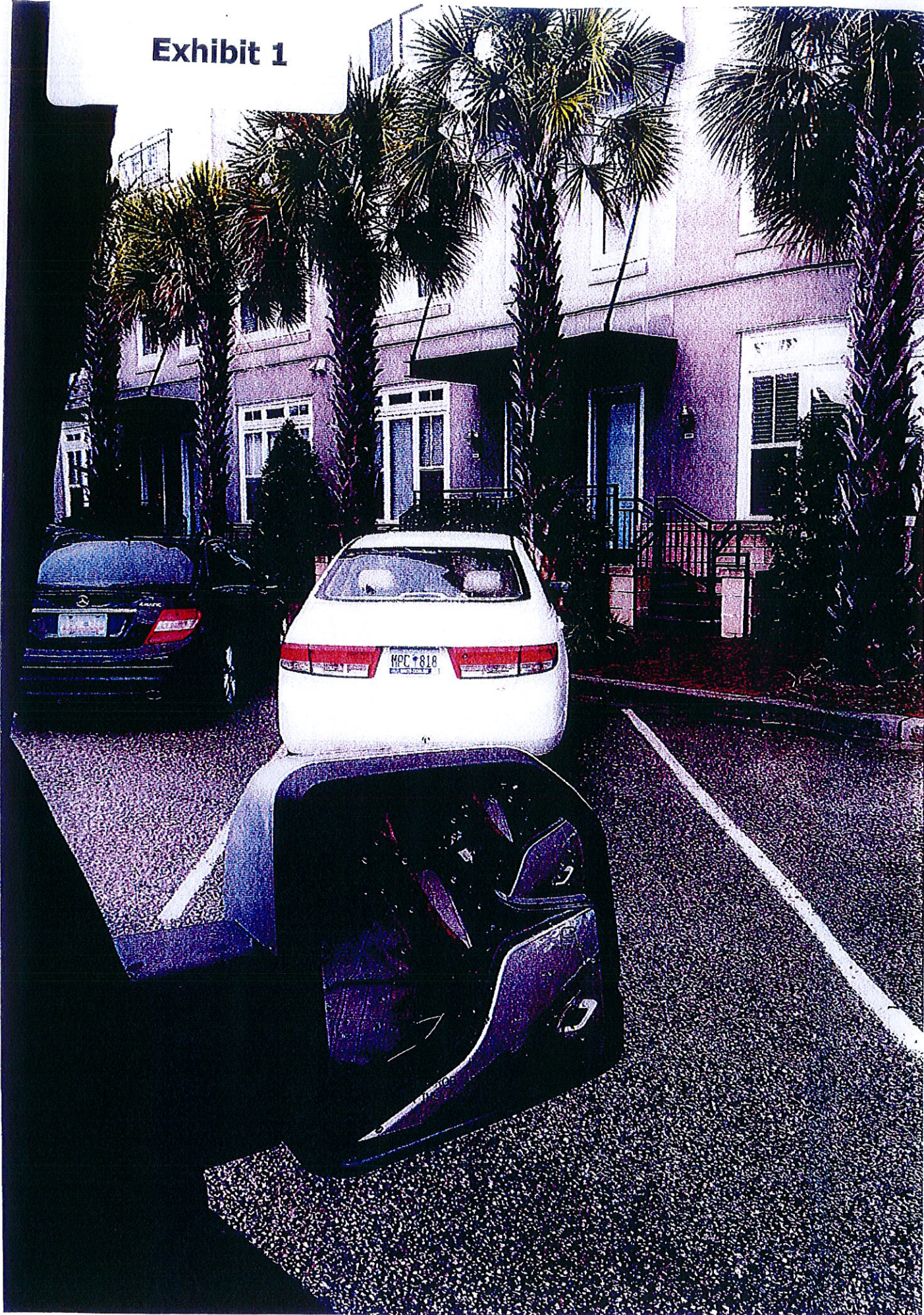
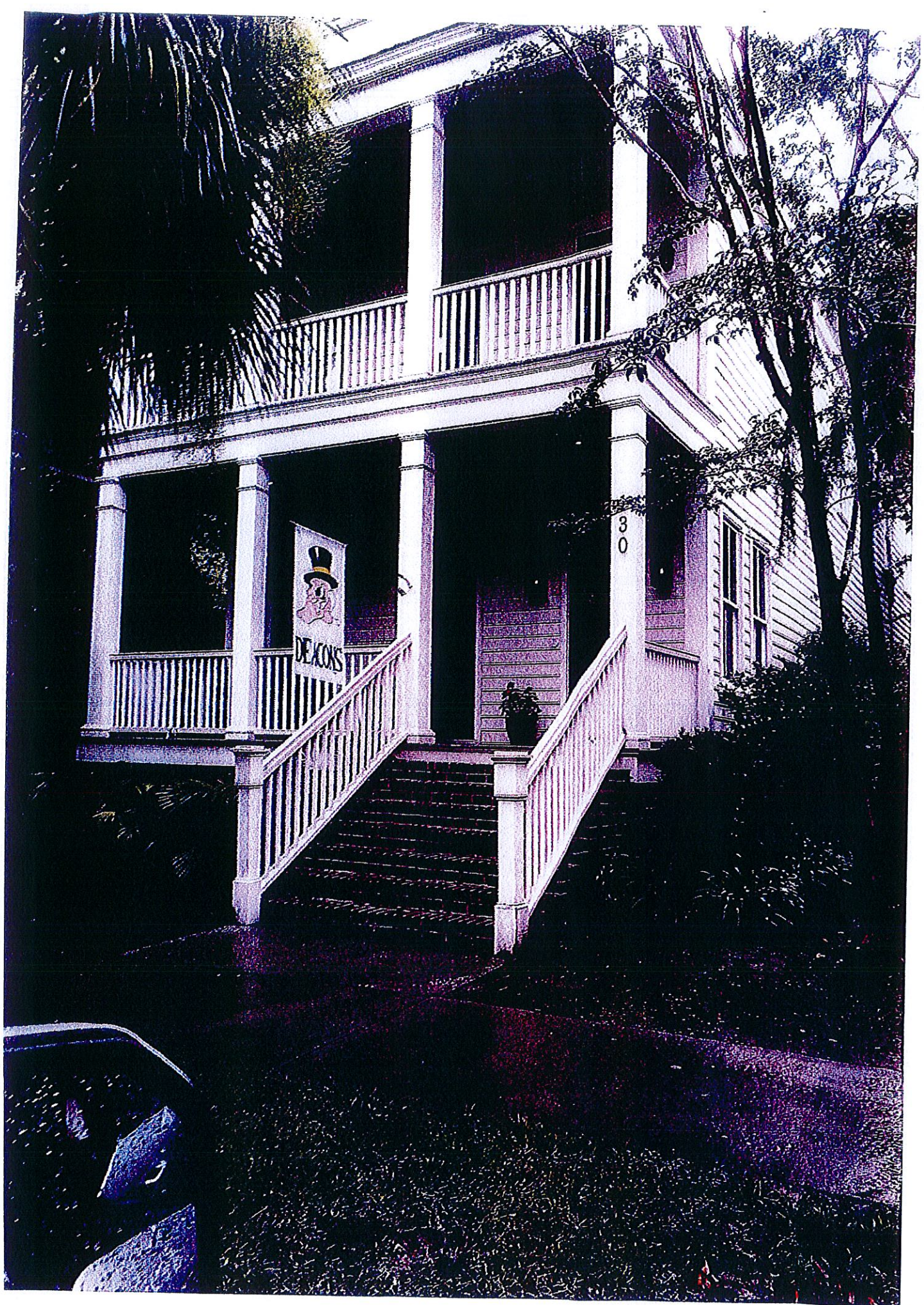


Exhibit 1





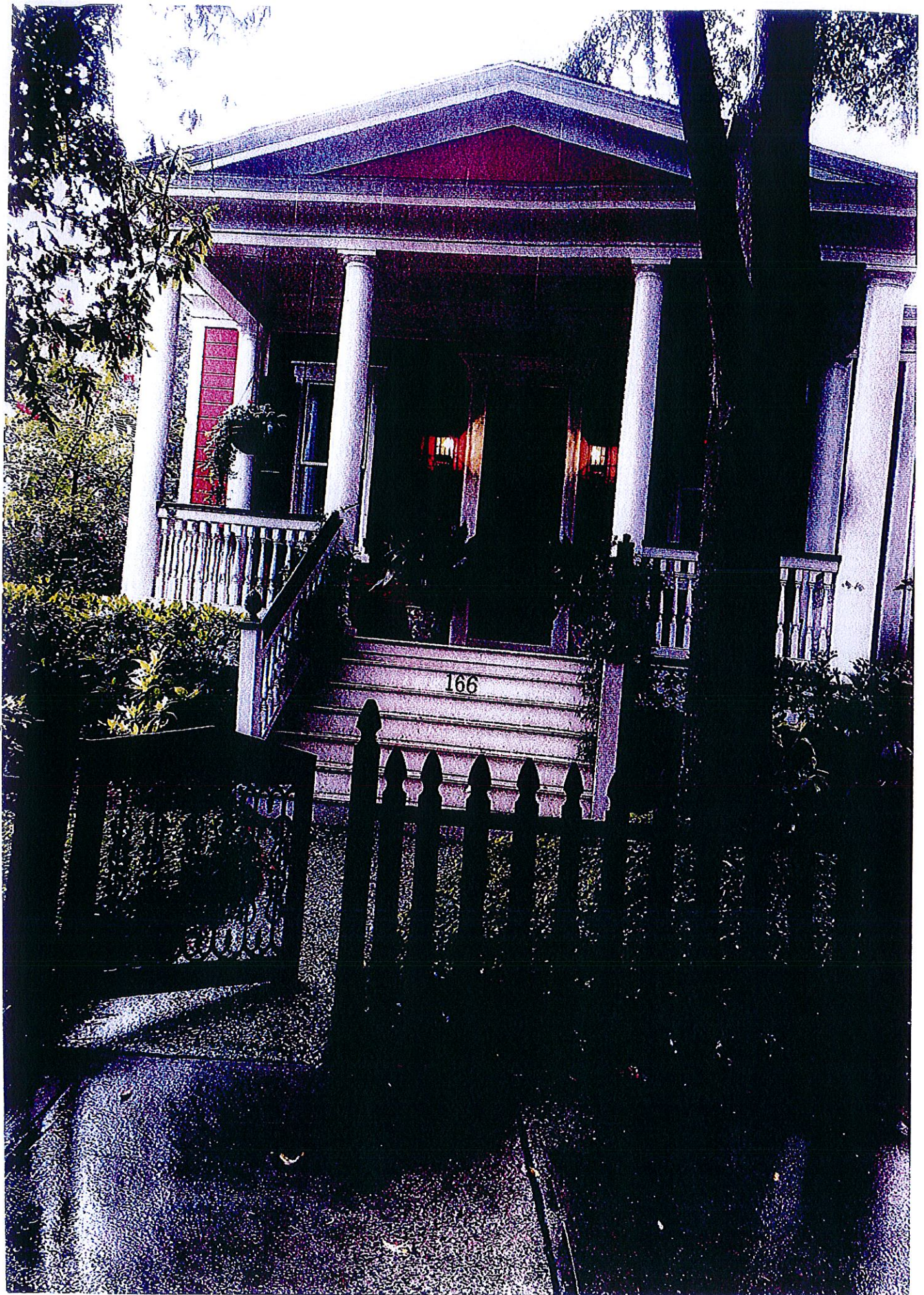
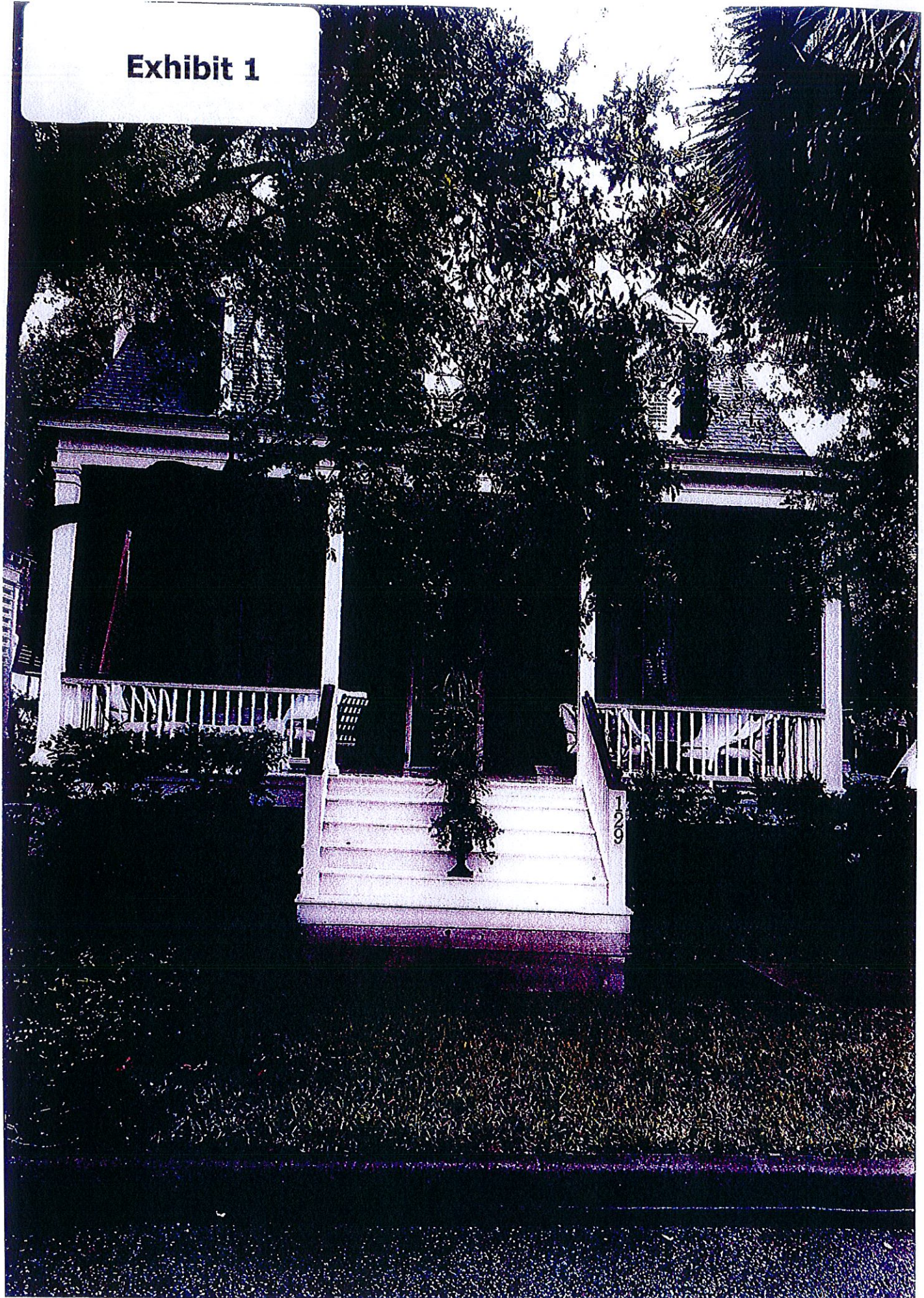


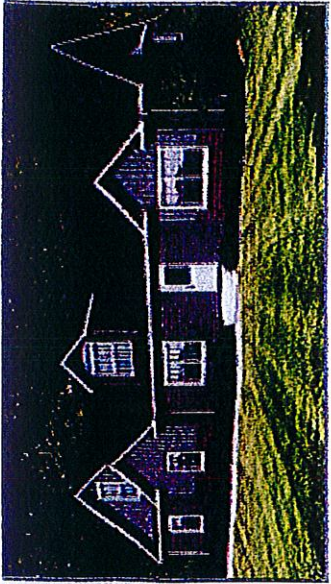
Exhibit 1





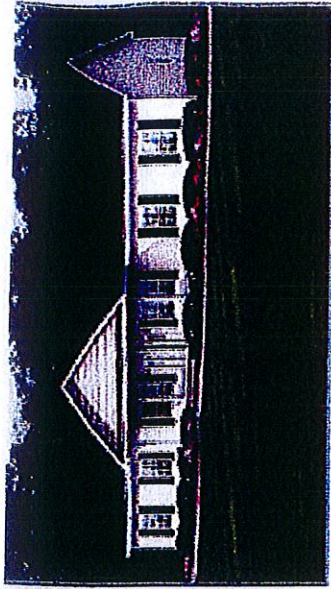
SPRUCE

3 BEDS | 2 BATHS | 1655 SF



VICTORIA

3 BEDS | 2 BATHS | 1859 SF



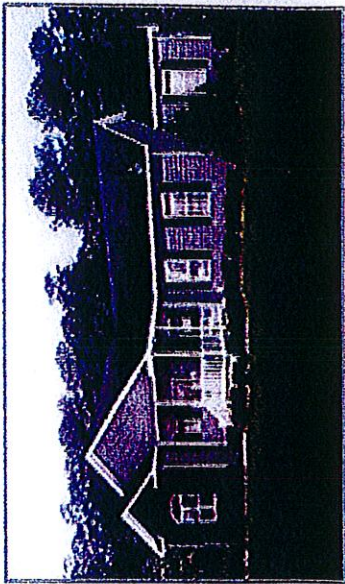
VIENNA

4 BEDS | 2 BATHS | 2280 SF



WALNUT

3 BEDS | 2 BATHS | 2432 SF



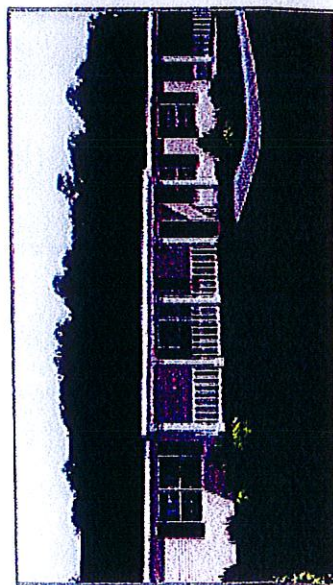
WESTGATE

3 BEDS | 2 BATHS | 1600 SF



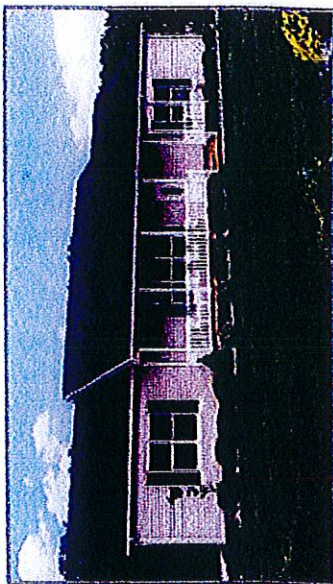
WHETSTONE

3 BEDS | 2 BATHS | 1300 SF



WHITE OAK

3 BEDS | 2 BATHS | 1452 SF



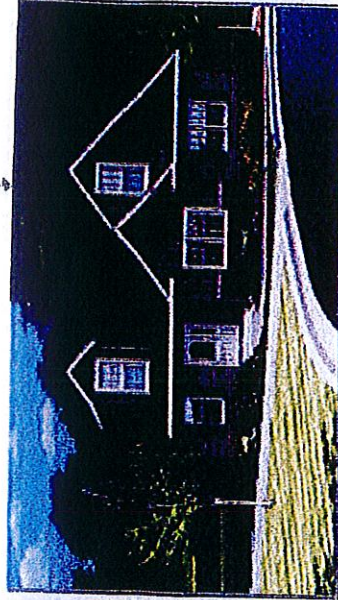
WINDSOR

3 BEDS | 2 BATHS | 2040 SF



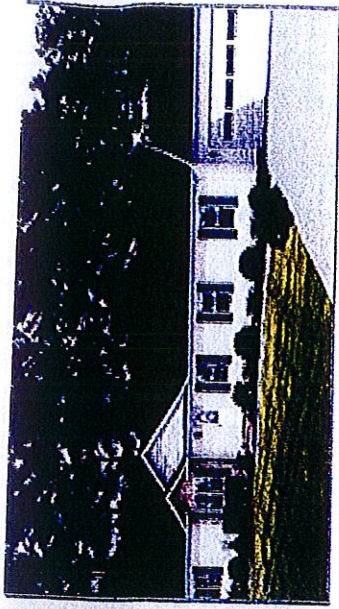
ABBAY

3 BEDS | 2 BATHS | 2077 SF



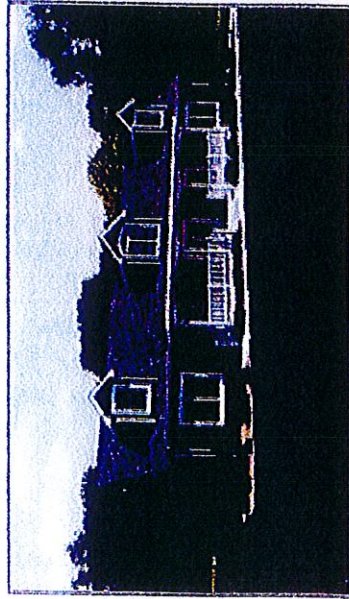
ALEXANDRIA

2 BEDS | 2 BATHS | 1203 OR 1312 SF



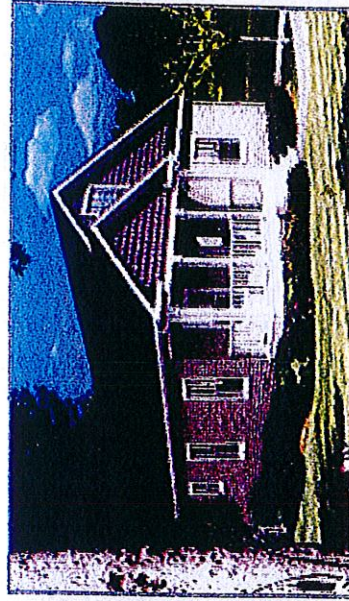
ALPINE

3 BEDS | 2 BATHS | 1700 SF



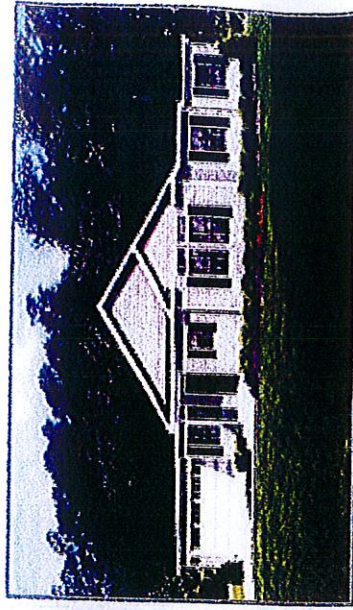
AURORA

3 BEDS | 2 BATHS | 2040 SF



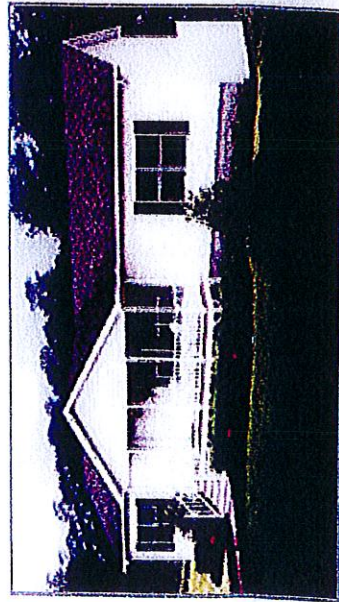
BENNINGTON

2 BEDS | 1.5 BATHS | 1176 OR 1194 SF

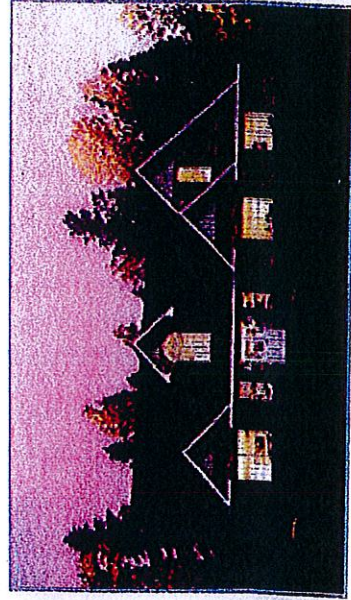


CAMDEN

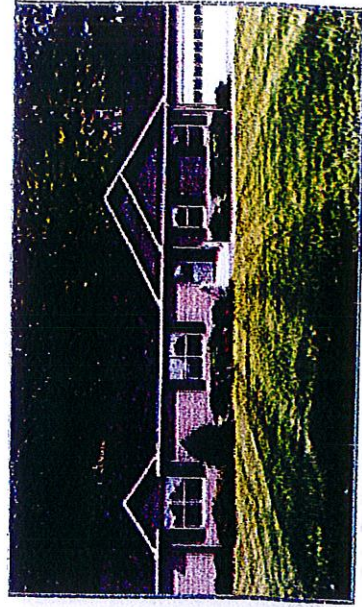
3 BEDS | 2 BATHS | 1470 SF



CHARLESTON



CHERRY



CHESAPEAKE

Exhibit 1



DGE MODULAR HOMES

3

2

2,077

3

2

ROCKBRIDGE MODULAR HOMES

Family Flex
RB550A
Styler Ranch

ing

[View Listing](#)



DGE MODULAR HOMES

3

2

1,723

3

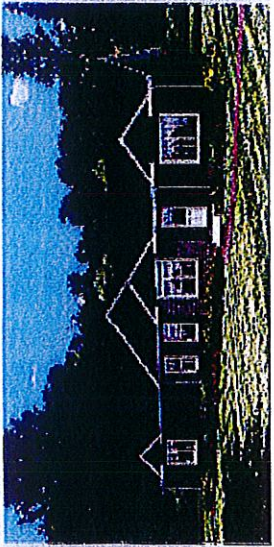
2

ROCKBRIDGE MODULAR HOMES

Hamlet
RB555A
Styler Ranch

ing

[View Listing](#)



ROCKBRIDGE MODULAR HOMES

Henderson
RB543A
Styler Ranch

1,421

3

2

ROCKBRIDGE

Spindale
RB537A
Styler Ranch

1,531

3

[View Listing](#)



ROCKBRIDGE MODULAR HOMES

Hudson
RB575A
Styler Ranch

1,867

3

2

ROCKBRIDGE MODULAR

Hudson II
RB576A
Styler Ranch

1,968

3

[View Listing](#)

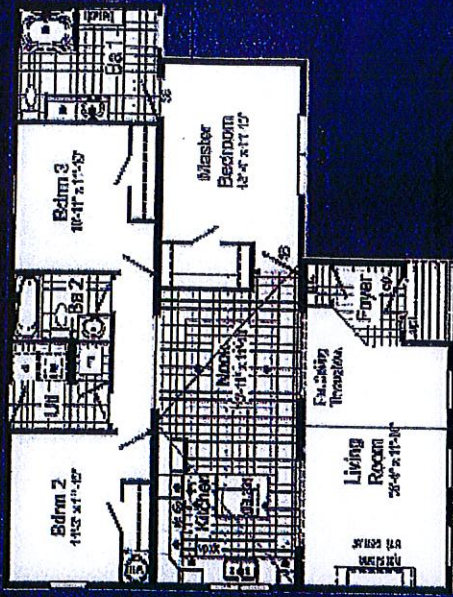
[View Listing](#)

[View Listing](#)

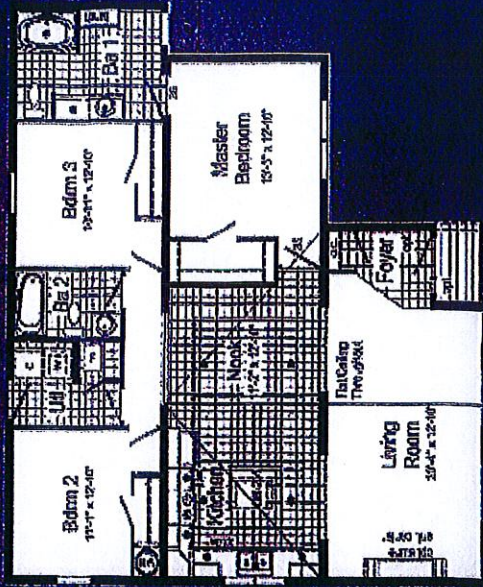
Classic Kitchen

Classic Kitchen

E3844402 - 3844/40 - Approx. 1339 sq.

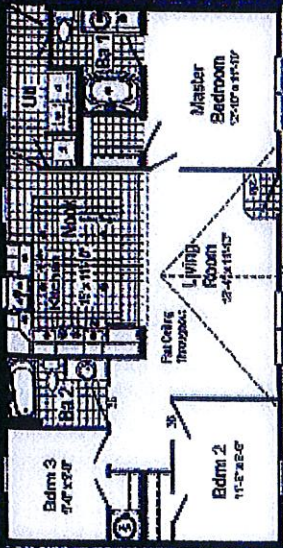


B4244402 - 4244/40 - Approx. 1495 sq.

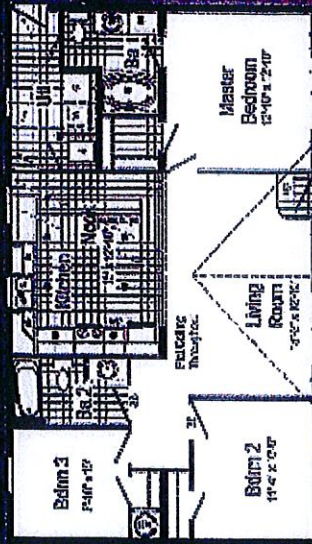


www.r-anell.com

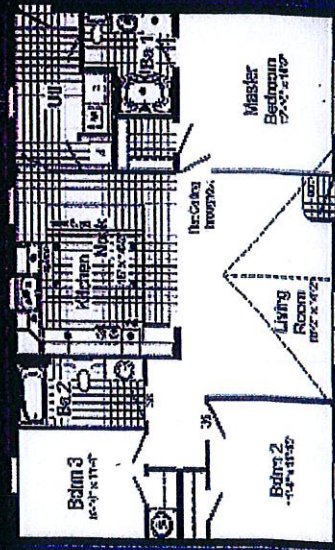
325442 - 2544 - Approx. 1109 sq. ft.



328442 - 2844 - Approx. 1203 sq. ft.



332442 - 3244 - Approx. 1320 sq. ft.



R-Anell Homes

5 of 28

Exhibit 2

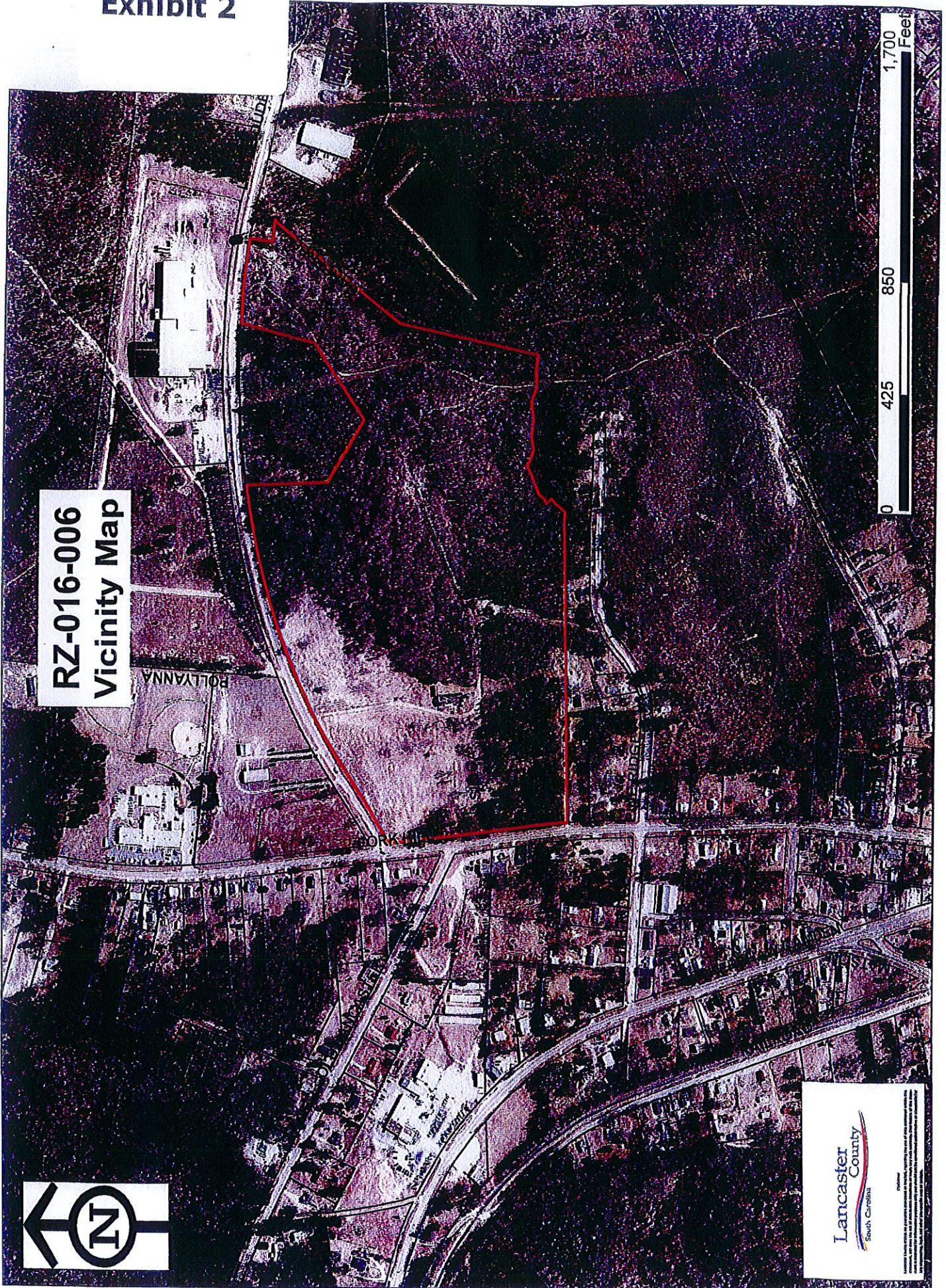
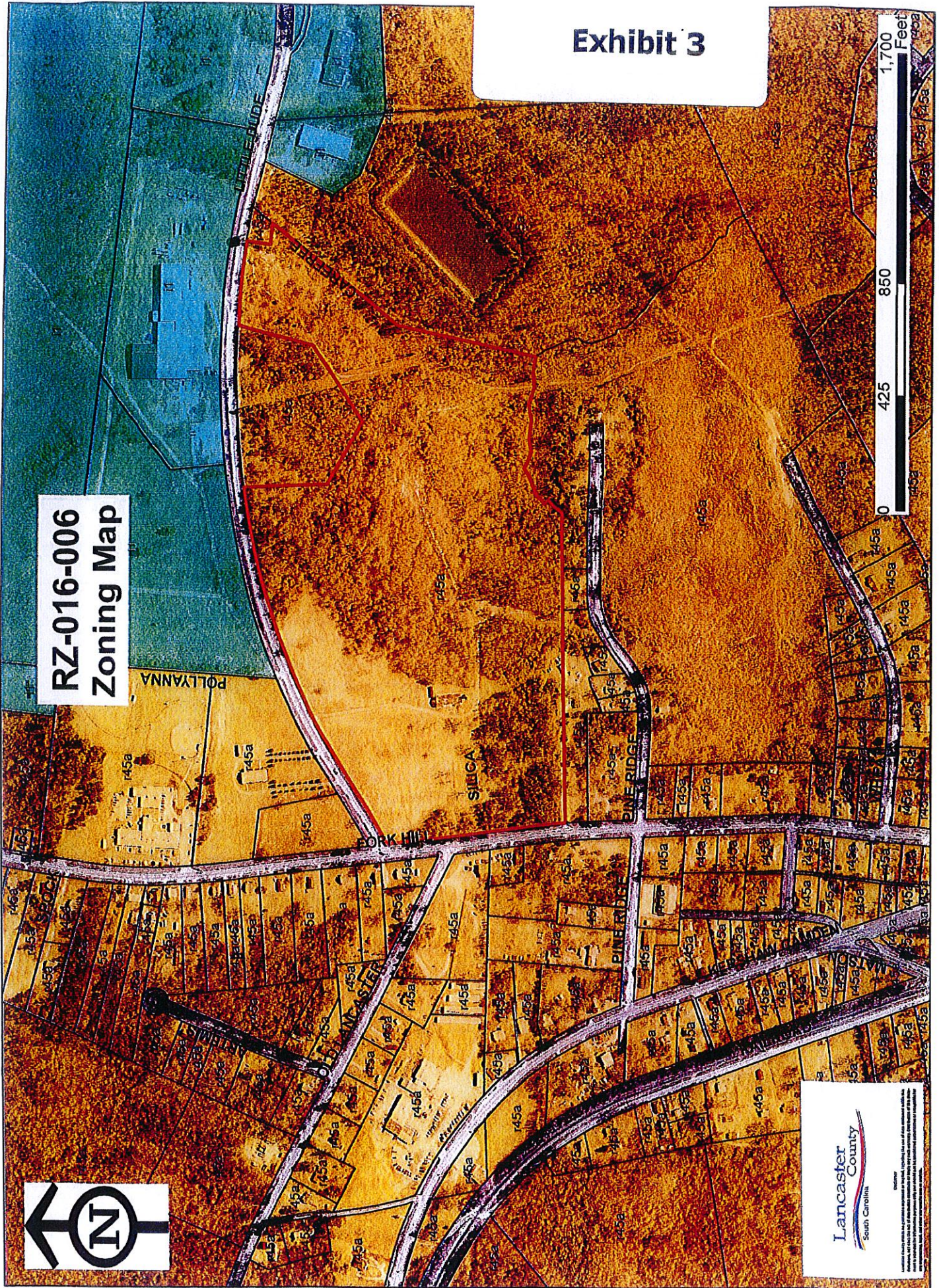


Exhibit 3

RZ-016-006 Zoning Map



Lancaster
County
South Carolina

Information
provided by the Planning and Zoning Department, Lancaster County, South Carolina. The information is provided for informational purposes only and does not constitute a guarantee, warranty, or endorsement of the accuracy or completeness of the information. The information is provided as is, without any representation or warranty of any kind.

Exhibit 4

RZ-016-006
Future Land Use Map



Lancaster
County
South Carolina

Land Use Map of Lancaster County, South Carolina
This map is a future land use map and is not a legal document. It is intended to provide a visual representation of the future land use plan for Lancaster County, South Carolina. The map is based on the future land use plan adopted by the Lancaster County Board of Commissioners on 11/11/2014. The map is subject to change without notice. The map is not to be used for any other purpose without the express written consent of the Lancaster County Board of Commissioners.



STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

)

ORDINANCE NO. 2016-1416

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF DANNY R. BLACKWELL (BLACKWELL LTD), LOCATED EAST OF THE INTERSECTION OF FORK HILL ROAD AND LITTLE DUDE ROAD FROM R-45A, RURAL RESIDENTIAL/INTENSE AGRICULTURE DISTRICT TO MF, MULTIPLE-FAMILY DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Danny R. Blackwell (Blackwell Ltd.) applied to rezone property located east of the intersection of Fork Hill Road and Little Dude Road from R-45A, Rural Residential/Intense Agricultural District, to MF, Multiple-Family/Agricultural District.

(b) On August 16, 2016, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-45A, Rural Residential/Intense Agricultural District to MF, Multiple-Family/Agricultural District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0141-00-024.00

Section 3. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this 10th day of October, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 9-12-16	Tentative
Second Reading: 9-26-16	Tentative
Third Reading: 10-10-16	Tentative

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Agenda Item Summary

Ordinance # / Resolution# 2016-1417 (RZ-016-007)

Contact Person / Sponsor: Andy Rowe

Department: Planning

Date Requested to be on Agenda: 9/12/16

Issue for Consideration:

This is a rezoning application of Mr. Danny R. Blackwell to rezone ± 20 acres from R-45A, Rural Residential/Intense Agricultural District to MF, Multiple-Family/Agricultural District. The applicant is proposing to build a Multi-Family development consisting of townhomes and single-family detached housing.

Points to Consider:

The property is completely surrounded by R-45A, Rural Residential/Intense Agricultural District.

The Future Land Use Map identifies this property as Urban based on the *Lancaster County Comprehensive Plan 2014-2024*. Urban according to the *Lancaster County Comprehensive plan 2014-2024* is identified as a “walkable neighborhood with additional intensity”. Although the Future Land Use Map identifies this property as Urban, it does not distinguish between types of residential uses. Considering the property is within the higher density urban area, a multi-family development is suited for this area. There is also a need for more multi-family development in the Kershaw area due to the increase in employment by Haile Gold Mine Inc.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

At the Lancaster County Planning Commission meeting on Tuesday, August 16, 2016 the Commission voted to **APPROVE** the rezoning application of Mr. Danny R. Blackwell by a vote of (6-0).

At the above referenced meeting no citizens signed to speak at the public hearing. Two citizens after the meeting was concluded approached staff and expressed concerns and disapproval of the rezoning request.

The complete staff report can be located on www.mylancastersc.org

-Click on Planning and go to 2016 Agendas.

PLANNING STAFF REPORT: RZ-016-007

I. FACTS

A. GENERAL INFORMATION

Proposal: This is a rezoning application of Mr. Danny R. Blackwell to rezone ± 20 acres from R-45A, Rural Residential/Intense Agricultural District to MF, Multiple-Family/Agricultural District. The applicant is proposing to build a Multi-Family development consisting of townhomes and single-family detached housing.

Property Location: The property is located off East 3rd Street, ± 1,550 feet east of the intersection of Kershaw Camden Highway.

Legal Description: Tax Map Number 156, Parcel 1.00

Zoning Classification: Current: R-45A, Rural Residential/Intense Agricultural District.

Voting District: District 6, Jack Estridge

B. SITE INFORMATION

Site Description: The ± 20 acres of property are vacant and primarily wooded.

C. VICINITY DATA

Surrounding Conditions: The property is completely surrounded by R-45A, Rural Residential/Intense Agricultural District.

D. EXHIBITS

1. Rezoning Application/Example of Homes Submitted by Applicant
2. Location Map
3. Zoning Map
4. Future Land Use Map
5. Tax Inquiry Sheet
6. UDO – Ch. 2 Sect. 2.1.1 (Residential Districts)
7. UDO – Ch. 4 Sect 4.1.20 (Single-Family homes in Multi-Family Districts)
8. Table of Uses – MF

II. FINDINGS

CODE CONSIDERATIONS

The R-45A, Rural Residential/Intense Agricultural District, is designed to accommodate a wide range of use including low density residential development, low intensity commercial uses and high intensity agricultural uses. The minimum residential lot size, minimum residential lot width and maximum residential density of the district are the same as for the R-45 district. However, both single-wide and multi-wide manufactured housing units are allowed on individual lots based on certain siting requirements. See section 4.1.22. Stockyards, slaughter houses, commercial poultry houses and swine lots are only allowed as conditional uses.

The commercial uses allowed in the district are for the convenience of the local residents. Therefore, the uses are limited in scope and serve to meet the essential needs of the local residents and agricultural businesses. Such uses shall only be allowed on lots located at the intersection of two roads. One of the two roads shall be part of the state highway system and the other shall be a collector street. No commercial uses shall be allowed on lots having frontage on any local street. The commercial uses allowed in this district are the same as those allowed in the R-45B district, and are specified in the Table of Permissible Uses.

All commercial buildings in this district are limited to 6,000 (gross) square feet except for buildings constructed or used for a "Retail Store Food" which are allowed to be 12,000 (gross) square feet. Stockyards, slaughterhouses, commercial poultry houses and swine lots need only to comply with the conditions contained in Chapter 4.

The MF, Multiple-Family/Agricultural District, is designed to accommodate moderate density single-family development and low density multiple-family developments (excluding manufactured homes) in areas within the County's planning jurisdiction that are appropriate for development at higher densities. This district should function as the location for alternative housing types near or in direct relationship to single-family detached housing. The maximum density permitted in this district for single-family developments (including duplexes) is three (3) dwelling units per acre and for multiple-family development is eight (8) dwelling units per acre.

III. CONCLUSIONS

The Future Land Use Map identifies this property as Urban based on the *Lancaster County Comprehensive Plan 2014-2024*. Urban according to the *Lancaster County Comprehensive plan 2014-2024* is identified as a "walkable neighborhood with additional intensity". Although the Future Land Use Map identifies this property as Urban, it does not distinguish between types of residential uses. Considering the property is within the higher density urban area, a multi-family development is suited for this area. There is also

Date of 1st Reading: 9-12-16
Approved ___ Denied ___ No Action

Date of 2nd Reading: 9-26-16
___ Approved ___ Denied ___ No Action

Date of 3rd Reading: 10-10-16
___ Approved ___ Denied ___ No Action

a need for more multi-family development in the Kershaw area due to the increase in employment by Haile Gold Mine Inc.

IV. RECOMMENDATION:

It is therefore the recommendation of the planning staff that the rezoning request for the property located off East 3rd Street, ± 1,550 feet east of the intersection of Kershaw Camden Highway be **APPROVED**.

V. Recommendation from Planning Commission Meeting:

At the Lancaster County Planning Commission meeting on Tuesday, August 16, 2016 the Commission voted to **APPROVE** the rezoning application of Mr. Danny R. Blackwell by a vote of (6-0).

At the above referenced meeting no citizens signed to speak at the public hearing. Two citizens after the meeting was concluded approached staff and expressed concerns and disapproval of the rezoning request.

Exhibit 1



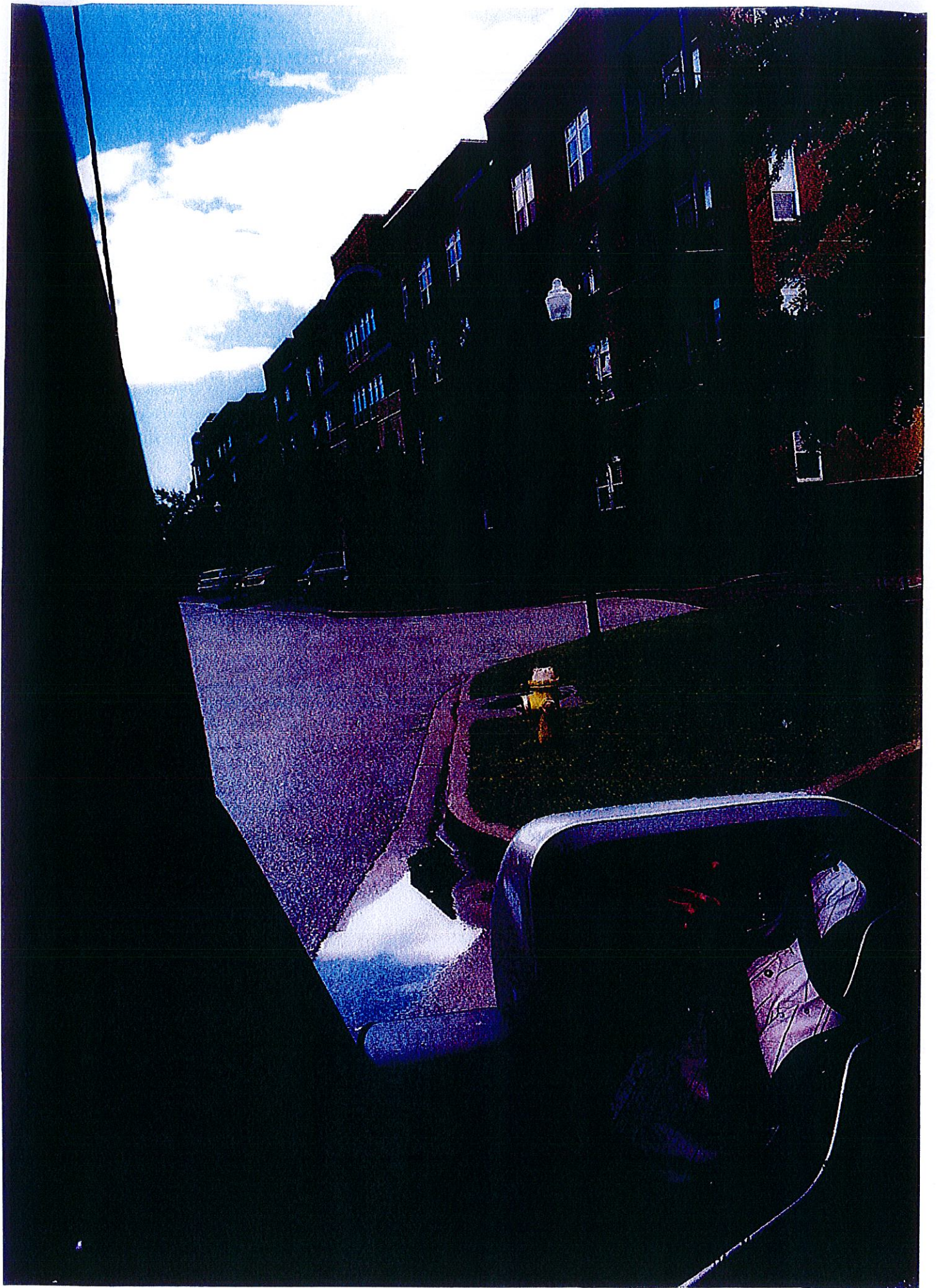
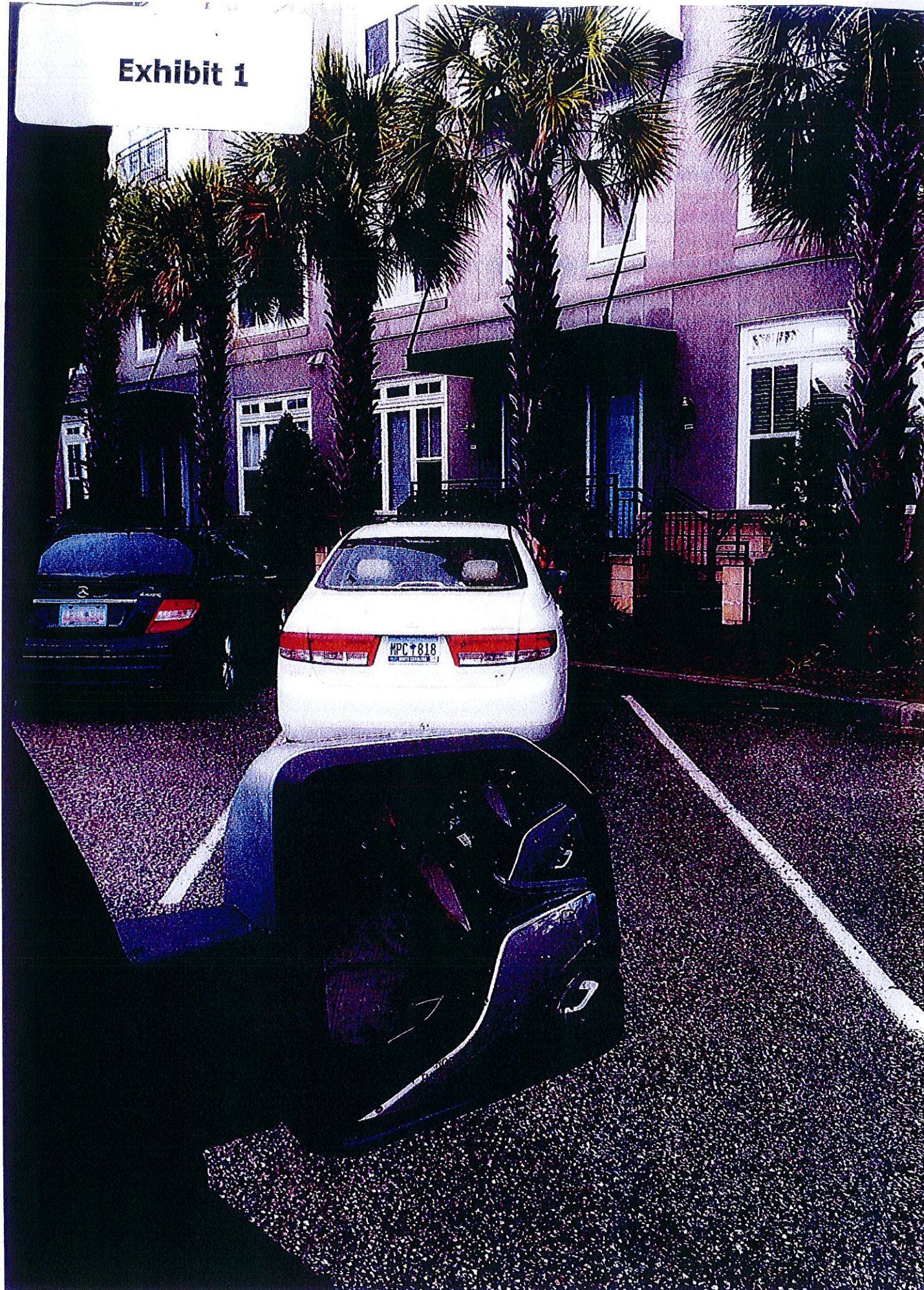




Exhibit 1



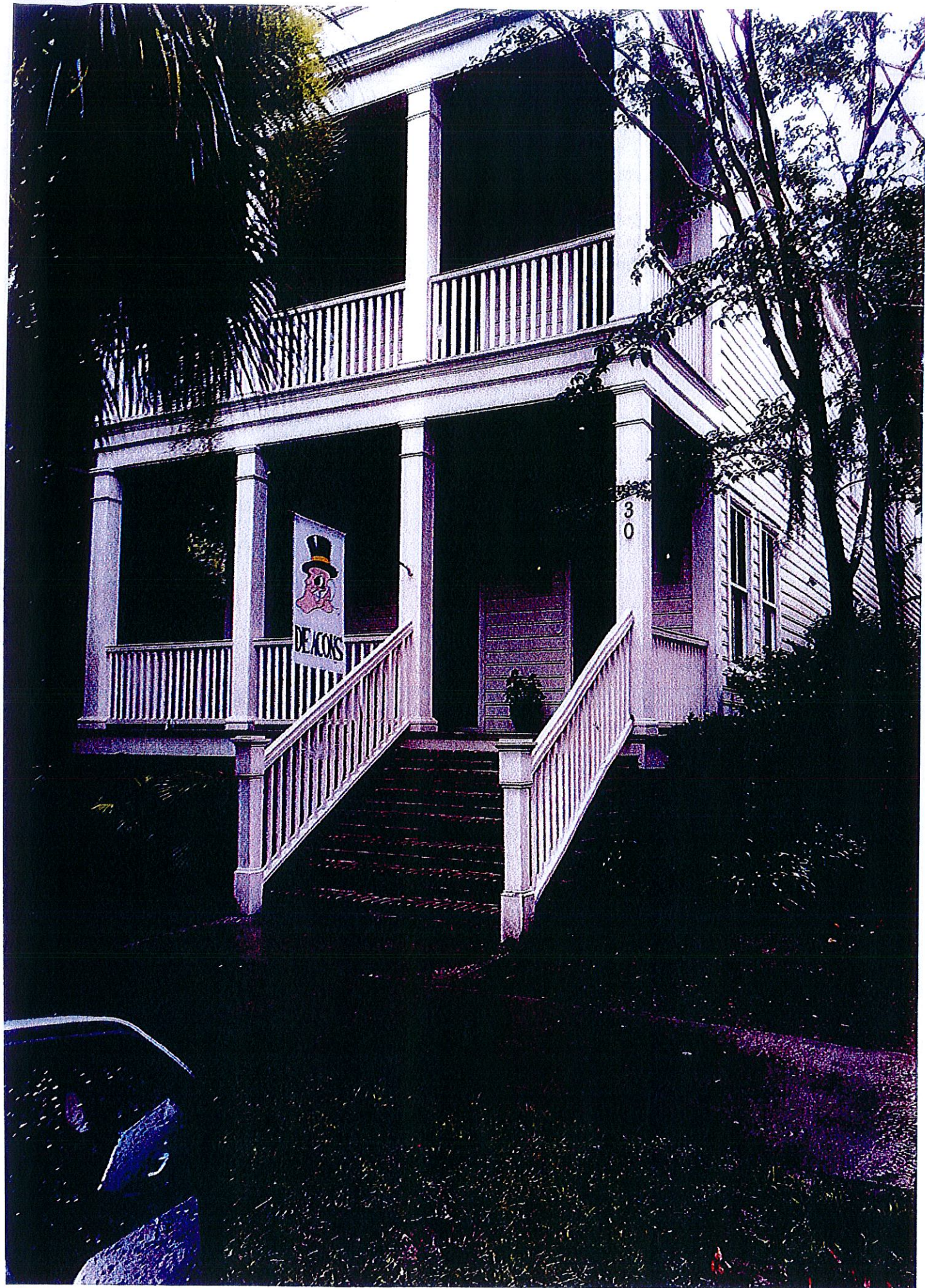
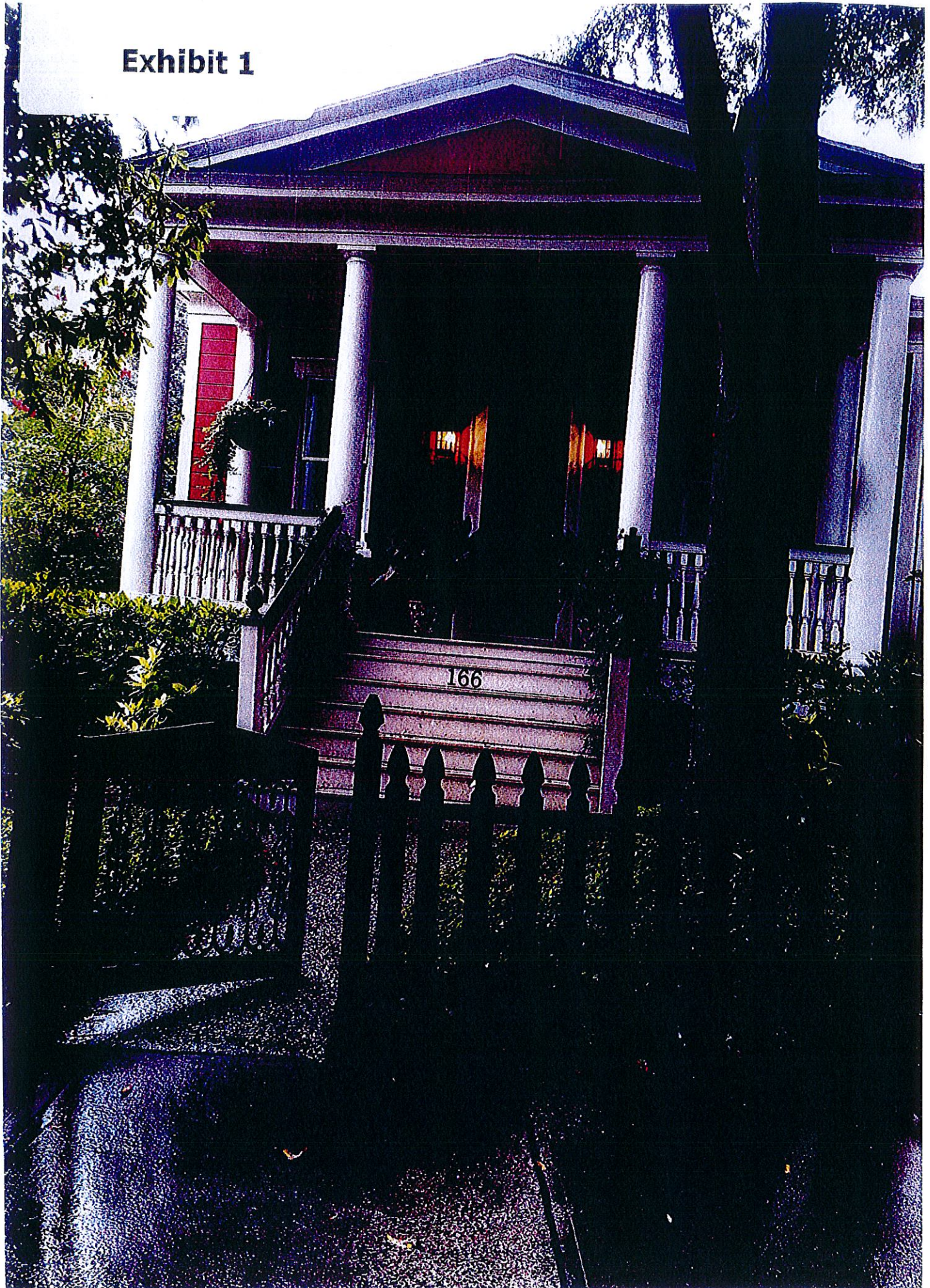


Exhibit 1



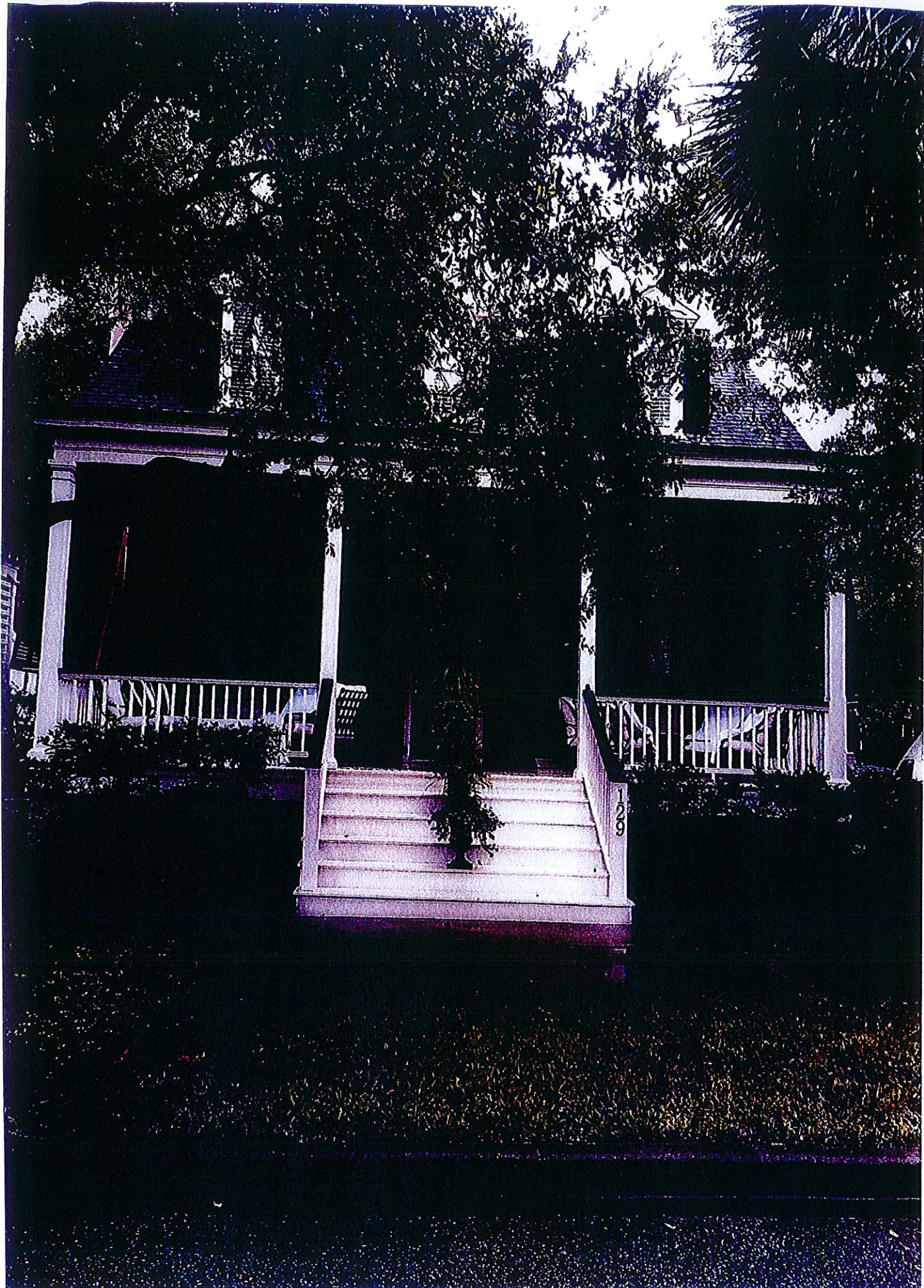


Exhibit 1



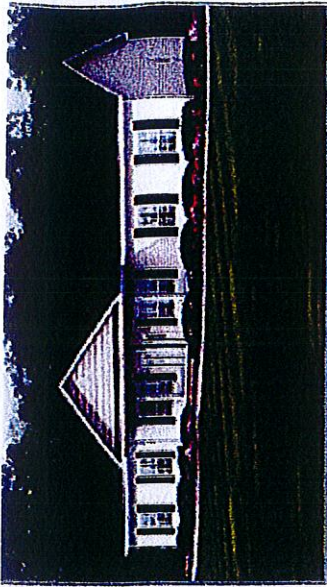
SPRUCE

3 BEDS | 2 BATHS | 1655 SF



VICTORIA

3 BEDS | 2 BATHS | 1859 SF



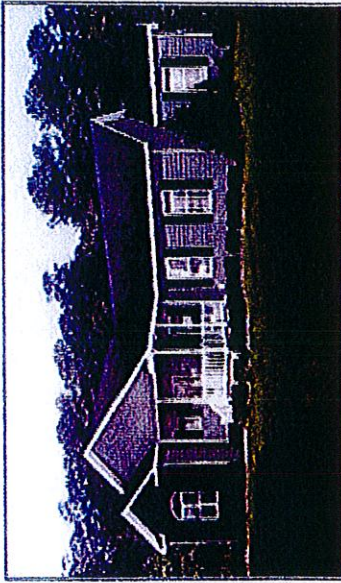
VIENNA

4 BEDS | 2 BATHS | 2280 SF



WALNUT

3 BEDS | 2 BATHS | 2432 SF



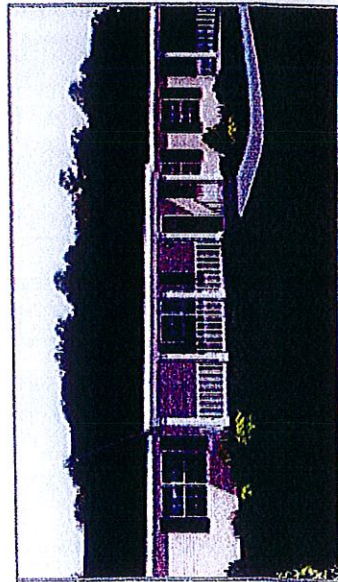
WESTGATE

3 BEDS | 2 BATHS | 1600 SF



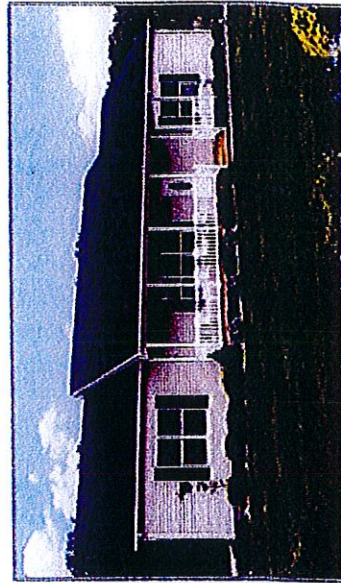
WHETSTONE

3 BEDS | 2 BATHS | 1300 SF



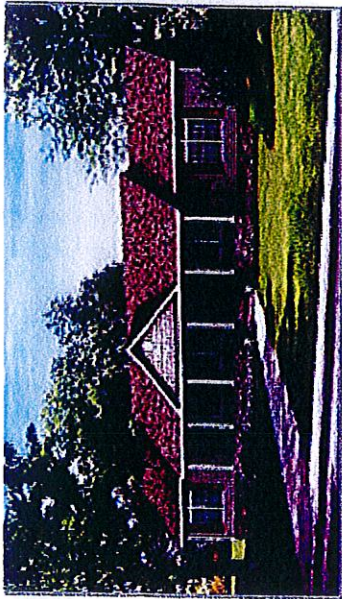
WHITE OAK

3 BEDS | 2 BATHS | 1452 SF



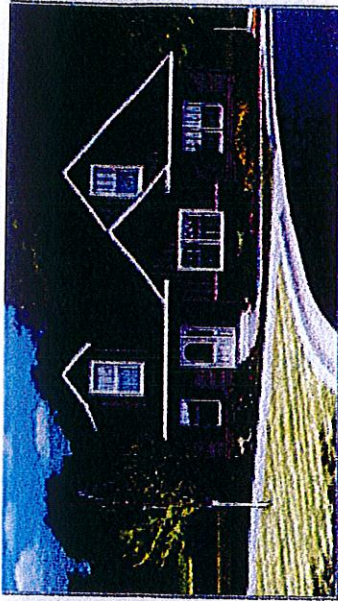
WINDSOR

3 BEDS | 2 BATHS | 2040 SF



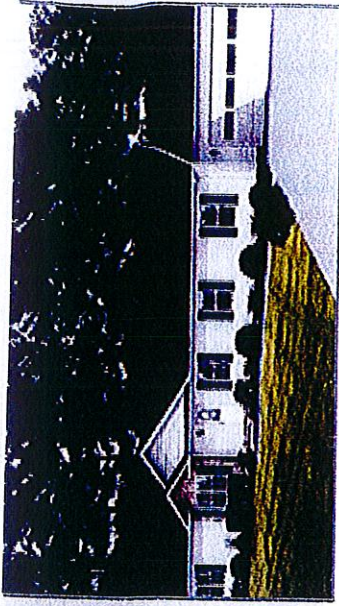
ABBAY

3 BEDS | 2 BATHS | 2077 SF



ALEXANDRIA

2 BEDS | 2 BATHS | 1203 OR 1312 SF



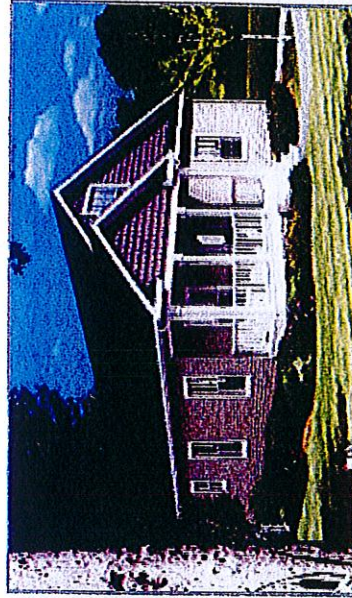
ALPINE

3 BEDS | 2 BATHS | 1700 SF



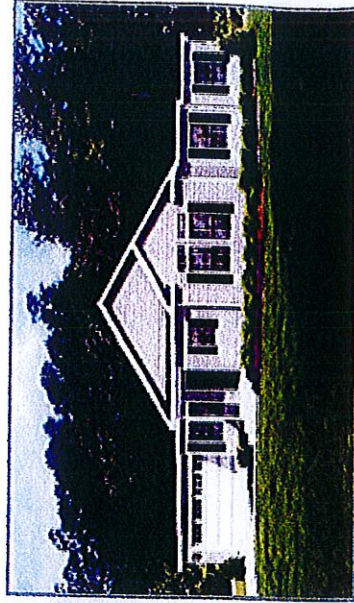
AURORA

3 BEDS | 2 BATHS | 2040 SF



BENNINGTON

2 BEDS | 1.5 BATHS | 1176 OR 1194 SF

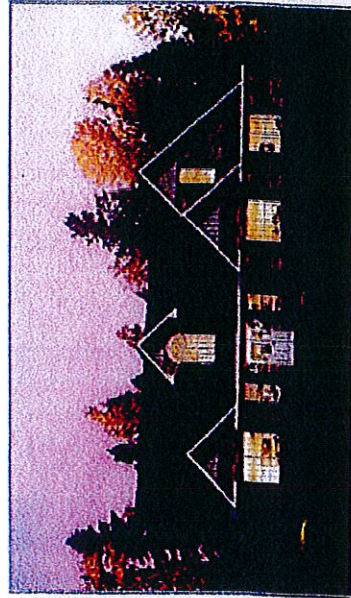


CAMDEN

3 BEDS | 2 BATHS | 1470 SF



CHARLESTON



CHERRY



CHESAPEAKE

Exhibit 1



DGE MODULAR HOMES

3

2

2,077

3

2

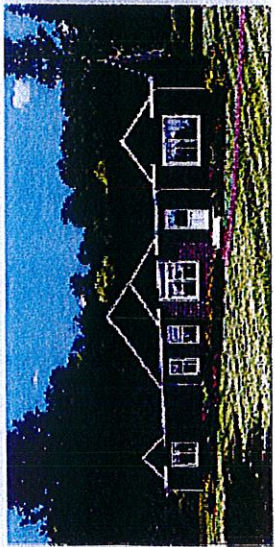
1,421

3

2

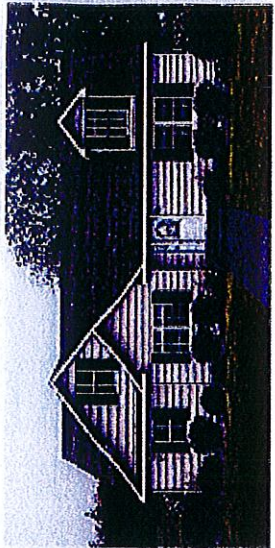
1,531

3



ROCKBRIDGE MODULAR HOMES

Family Flex
RBS50A
Style: Ranch



ROCKBRIDGE MODULAR HOMES

Henderson
RBS03A
Style: Ranch



ROCKBRIDGE

Spindale
RBS27A
Style: Ranch

ing



View Listing



View Listing



View Listing

...



DGE MODULAR HOMES

3

2

1,723

3

2

1,867

3

2

1,968

3



ROCKBRIDGE MODULAR HOMES

Hamlet
RBS55A
Style: Ranch



ROCKBRIDGE MODULAR HOMES

Hudson
RBS75A
Style: Ranch



ROCKBRIDGE MODULAR

Hudson II
RBS76A
Style: Ranch

ing



View Listing



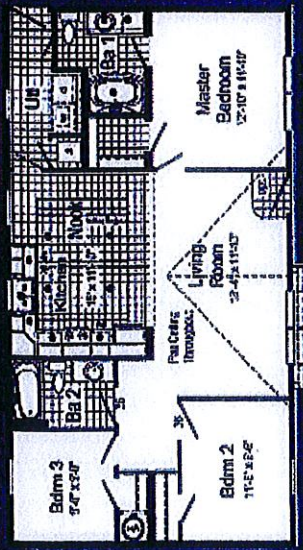
View Listing



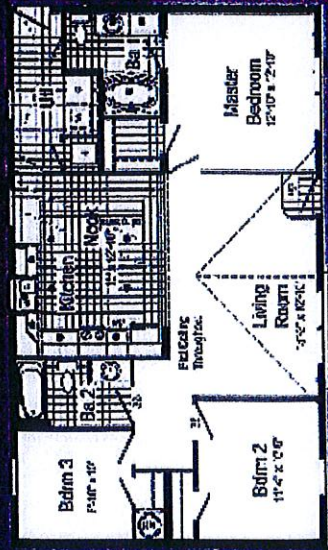
View Listing

325442 - 2544 - Approx. 1100 sq. ft.

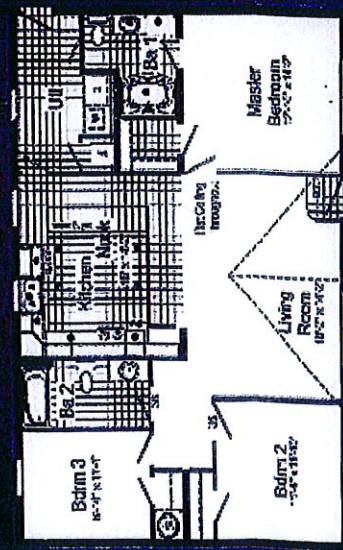
Classic Kitchen



328442 - 2844 - Approx. 1203 sq. ft.

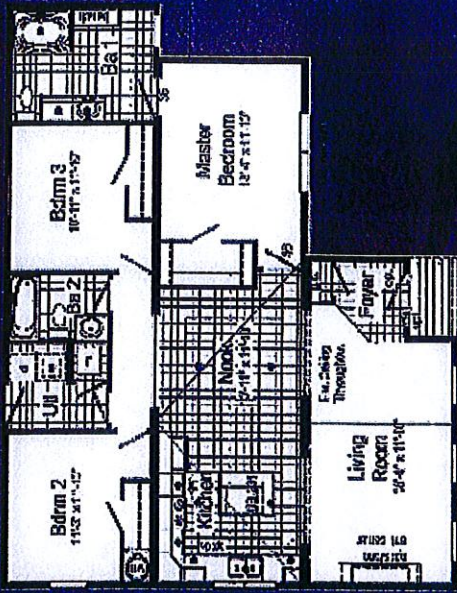


332442 - 3244 - Approx. 1320 sq. ft.

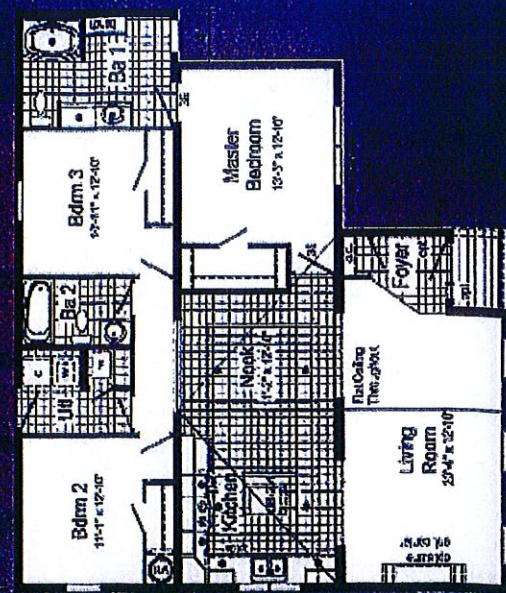


Classic Kitchen

B3844402 - 3844/40 - Approx. 1339 sq.



B4244402 - 4244/40 - Approx. 1495 sq.



R-Anell Homes

5 of 28

www.r-anell.com

Exhibit 2



RZ-016-007
Vicinity Map

0 360 720 1,440 Feet

Lancaster
County
South Carolina

Exhibit 3



RZ-016-007
Zoning Map

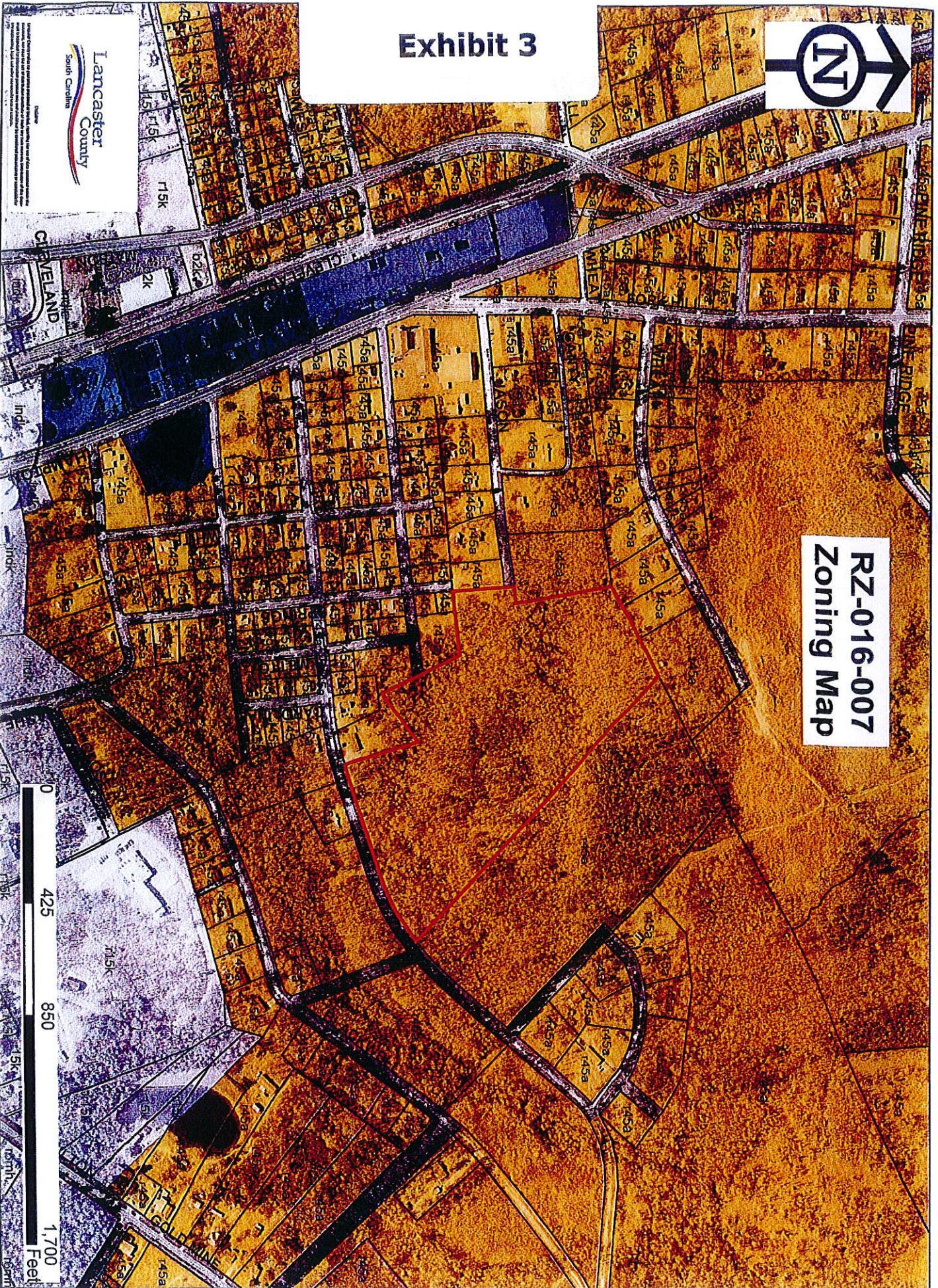


Exhibit 4



RZ-016-007
Future Land Use Map



Lancaster
County
South Carolina

0 425 850 1,700
Feet

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2016-1417

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF DANNY R. BLACKWELL, LOCATED OFF EAST 3RD STREET, ± 1,550 FEET EAST OF THE INTERSECTION OF KERSHAW CAMDEN HIGHWAY FROM R-45A, RURAL RESIDENTIAL/INTENSE AGRICULTURE DISTRICT TO MF, MULTIPLE-FAMILY DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Danny R. Blackwell applied to rezone property located off East 3rd street, ± 1,550 feet east of the intersection of Kershaw Camden Highway from R-45A, Rural Residential/Intense Agricultural District, to MF, Multiple-Family/Agricultural District.

(b) On August 16, 2016, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-45A, Rural Residential/Intense Agricultural District to MF, Multiple-Family/Agricultural District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0156-00-001.00

Section 3. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this 10th day of October, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 9-12-16	Tentative
Second Reading: 9-26-16	Tentative
Third Reading: 10-10-16	Tentative

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Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Darren Player

Department: 141 Fire Commission

Date Requested to be on Agenda: September 12, 2016

Issue for Consideration: McDonald Green Fire Department submitted an Assistance to Firefighters Grant application as a regional grant covering itself, Bell Town FD and Gooch's FD for the purchase of 800 MHz radios consistent with the purchases to be made by Lancaster County in the new Radio System Project. The 1199A financial information form has attached to the grant application signifying its probable award. This issue for consideration is to request the committee grant a recommendation the 5% match be paid by Lancaster County once the grant is awarded, accepted and completed. This grant is in keeping with the Fire Commission's plan and was approved for the match if awarded. (See attached application budget description)

Points to Consider: The Fire Department is requesting Lancaster County fund the 5% match that would be required as part of this grant award acceptance. McDonald Green's grant will assist in purchasing radios for three fire departments as part of the county's overall plan to move to 800 MHz radios. The radios to be purchased fit within the plan laid by the Fire Commission as this new system comes on line. Radios purchased on this grant will free up funds in the larger project to purchase radios for which grant funds have not been procured.

Funding and Liability Factors: McDonald Green's grant application is for a total of \$116,005.00 with a Federal share of \$110,481.00 and a local 5% match requirement of \$5,524.00.

Council Options: The Council may choose to cover the 5% match or to not provide the match.

Recommendation: Staff recommends both these grants be placed into Council's grant match approved category. Both grants will provide needed assets to the County's Fire Rescue service. The Public Safety and Administration Committee recommended favorably to proceed to Council.

Entire Application

Applicant's Acknowledgements

- * I certify the DUNS number in this application is our only DUNS number and we have confirmed it is active in SAM.gov as the correct number.
- * As required per 2 CFR 2.25, I certify that prior to submission of this application I have checked the DUNS number listed in this application against the SAM.gov website and it is valid and active at time of submission.
- * I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible and can be completed within the award's one (1) year Period of Performance (POP).
- * I certify that the applicant organization is aware that this application period is open from 12/07/2015 to 01/15/2016 and will close at 5 PM EST; further that the applicant organization is aware that once an application is submitted, even if the application period is still open, a submitted application cannot be changed or released back to the applicant for modification.
- * I certify that the applicant organization is aware that it is solely the applicant organization's responsibility to ensure that all activities funded by this award(s) comply with Federal Environmental planning and Historic Preservation (EHP) regulations, laws, and Executive Orders as applicable. The EHP Screening Form designed to initiate and facilitate the EHP Review is available at: http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/gpd_ehp_screening_form_51815.pdf
- * I certify that the applicant organization is aware that the applicant organization is ultimately responsible for the accuracy of all application information submitted. Regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, an existing award being locked pending investigation, or referral to the Office of the Inspector General.

Signed by **Francis Ghent** on **2016-01-13**

Overview

* Did you attend one of the workshops conducted by an AFG regional fire program specialist?

No, I have not attended workshop

* Did you participate in a webinar that was conducted by AFG?

Yes

* Are you a member, or are you currently involved in the management, of the fire department or nonaffiliated EMS organization or a State Fire Training Academy applying for this grant with this application?

Yes, I am a member/officer of this applicant

If you answered "No", please **complete** the information below. If you answered "Yes", please skip the Preparer Information section.

Fields marked with an * are required.

Preparer Information

Preparer's Name

Address 1

Address 2

City

State

Zip

[Need help for ZIP+4?](#)

In the space below please list the person your organization has selected to be the primary point of contact for this grant. This should be a department officer or member of the organization who will see this grant through completion, including closeout. Reminder: if this person changes at any time during the period of performance please update this information. Please list only phone numbers where we can get in direct contact with the POC.

Primary Point of Contact

* Title Chief
 Prefix (select one) N/A
 * First Name Francis
 Middle Initial
 * Last Name Ghent
 * Primary Phone 803-320-1959 Ext. Type cell
 * Secondary Phone 803-285-4035 Ext. Type home
 Optional Phone Type
 Fax
 * Email fgkent@comporium.net

Contact Information

Alternate Contact Information Number 1

* Title Secretary
 Prefix (select one) N/A
 * First Name Gus
 Middle Initial
 * Last Name Grau
 * Primary Phone 803-285-8401 Ext. Type work
 * Secondary Phone 803-283-0700 Ext. Type cell
 Optional Phone Type
 Fax
 * Email gg1212@comporium.net

Alternate Contact Information Number 2

* Title President
 Prefix (select one) N/A
 * First Name Mark

Middle Initial

* Last Name

Rallings

* Primary Phone

803-416-2789 Ext. Type work

* Secondary Phone

803-286-8808 Ext. Type cell

Optional Phone

Type

Fax

* Email

markrallings@comporium.net

Applicant Information

EMW-2015-FR-00143

Originally submitted on 01/13/2016 by Francis Ghent (Userid: modgrn1)

Contact Information:

Address: 2331 Watts Dr

City: Lancaster

State: South Carolina

Zip: 29720

Day Phone: 8032868808

Evening Phone: 8032854035

Cell Phone: 8033201959

Email: fghent@comporium.net

Application number is EMW-2015-FR-00143

* Organization Name McDonald-Green Vol Fire Dept

* Type of Applicant Regional Request Fire

* Fire Department/District, nonaffiliated EMS, and
Regional applicants, select type of Jurisdiction County
Served :

If "Other", please enter the type of Jurisdiction

SAM.gov (System For Award Management)* What is the legal name of your Entity as it appears
in SAM.gov?Note: This information must match your SAM.gov McDonald Green Vol Fire Dept
profile if your organization is using the DUNS
number of your Jurisdiction.* What is the legal business address of your Entity as it appears in SAM.gov?Note: This information must match your SAM.gov profile if your organization is using the DUNS number of
your Jurisdiction.

* Mailing Address 1 2787 Lynwood Dr.

Mailing Address 2

* City Lancaster

* State South Carolina

* Zip 29720 - 8020
Need help for ZIP+4?* Employer Identification Number (e.g. 12-3456789)Note: This information must match your SAM.gov profile.* Is your organization using the DUNS number of
your Jurisdiction? No, we have our own DUNS number separate from
our Jurisdiction.I certify that my organization is authorized to use the
DUNS number of my Jurisdiction provided in this
application. (Required if you selected Yes above)

* What is your 9 digit DUNS number?

(call 1-866-705-5711 to get a DUNS number)

If you were issued a 4 digit number (DUNS plus 4) by your Jurisdiction in addition to your 9 digit number please enter it here.

Note: This is only required if you are using your Jurisdiction's DUNS number and have a separate bank account from your Jurisdiction. Leave the field blank if you are using your Jurisdiction's bank account or have your own DUNS number and bank account separate from your Jurisdiction.

* Is your DUNS Number registered in SAM.gov (System for Award Management previously CCR.gov)?

Yes

* I certify that my organization/entity is registered and active at SAM.gov and registration will be renewed annually in compliance with Federal regulations. I acknowledge that the information submitted in this application is accurate, current and consistent with my organization's/entity's SAM.gov record.

✓

Headquarters or Main Station Physical Address

* Physical Address 1 2787 Lynwood Dr

Physical Address 2

* City Lancaster

* State South Carolina

* Zip 29720 - 8020
Need help for ZIP+4?

Mailing Address

* Mailing Address 1 2787 Lynwood Dr

Mailing Address 2

* City Lancaster

* State South Carolina

* Zip 29720 - 8020
Need help for ZIP+4?

Bank Account Information

* The bank account being used is: (Please select one from right)

Maintained by my Organization separately from my Jurisdiction
Note: If this is selected, a 4 digit DUNS plus 4 is required if you answered "YES" to using the DUNS number of your Jurisdiction.

Note: The following banking information must match your SAM.gov profile.

* Type of bank account Checking

* Bank routing number - 9 digit number on the bottom left hand corner of your check



* Your account number

[REDACTED]

Additional Information

* For this fiscal year (Federal) is your organization receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request? No

* If awarded, will your organization expend more than \$750,000 in Federal funds during your organization's fiscal year? If "Yes", your organization will be required to undergo an A-133 audit. Reasonable costs incurred for an A-133 audit are an eligible expenditure and should be included in the applicant's proposed budget. Please enter audit costs only once under any "Additional Funding" in the "Request Details" section of the application. No

* Is the applicant delinquent on any Federal debt? No

If you answered yes to any of the additional questions above, please provide an explanation in the space provided below:

Regional Request Department Characteristics (Part I)

* What kind of organization do you represent? All volunteer

If you answered "Combination", above, how many Career members are in your organization? (whole number only)

* What type of community will your regional project serve (what is the make up of the majority of the region affected by the project)? Rural

* Is your Organization considered a Metro Department? (Over 350 paid career Firefighters) No

* What is the square mileage of the region affected by the project? (whole number only) 114

* In what county/parish is the host applicant physically located? If you have more than one station, in what county/parish is your main station located? Lancaster

* Does your region protect critical infrastructure of the state? Yes

* What percentage of your region's land use is for Agriculture , Wildland , Open space, or Undeveloped properties? 89 %

* What percentage of your region's land use is for commercial and industrial purposes? 2 %

* What percentage of your region's land is used for residential purposes? 9 %

* What is the permanent resident population of your region served? Remember this is the combined 14600

population of all departments/agencies included in this application

*Do you have a seasonal increase in population? No

If "Yes" what is your seasonal increase in population?

* What is the total membership in your region?
Remember this is the combined personnel of all departments/agencies included in this application. 49

*How many active members are trained to Firefighter I? 49

*How many active members are trained to Firefighter II? 49

*How many active BLS providers does your region have? 1

*How many active ALS providers does your region have? 0

*How many active Emergency Medical Responders does your region have? 29

*How many personnel are trained to the Community Paramedic level? 0

* How many stations are in your region? 3

* If you (the host applicant) are a fire department, do you report to the National Fire Incident Reporting System (NFIRS)? Yes

If you answered "Yes" above, please enter your Requesting departments FDIN/FDID 29202

* How many regional partners will directly participate in this project? 3

* Please list each participating agency by name along with a point of contact, to include a phone number. All regional participants must be eligible as defined by the AFG Funding Opportunity Announcement (e.g., Fire Departments or nonaffiliated EMS organizations)

Participating Organization Name	First Name	Last Name	Phone Number	Action
Gooches Vol Fire Department	Wayne	Byrson	803-289-5900 Ext:	View
Bell Town Vol Fire Department	Darren	Player	803-320-0087 Ext:	View
McDonald Green Vol Fire Dept	Francis	Ghent	803-320-1959 Ext:	View

* Do all departments in this request report to NFIRS? Yes

* Do all agencies meet the regional minimum for NIMS compliancy? Yes

* What services are provided by your organization and the organizations participating in the regional application?

Haz-Mat Operational Level
Haz-Mat Technical Level

Rescue Operational Level
Rescue Technical Level
Structural Fire Suppression

Medical First Response

* Please describe your organization and/or community that you serve. We recommend typing your response in a Word Document outside of this application, then copying and pasting it into the written field. There is a 4000 character limit

Our region makes up 20% of our county's total area. We serve approximately 17% of the county's population with an all volunteer fire rescue service. This region is a mostly rural region of the county but becomes densely populated in the areas bordering our county seat, the municipality of Lancaster (population 9,045). Our region is made up of Bell Town Fire Department, the largest district of our region protecting 71.4 sq. miles of along the Catawba River with a rural population density of 17 persons per sq. mile. Their district features hydro-electric dams, numerous boat landings and experiences some of the worst wrecks and the most water rescues of any district in our county each year. McDonald Green Fire District is the 2nd largest of the region with 30.08 sq. miles of area to cover. McDonald Green is the host for this regional grant. Their district runs from southern Lancaster County, alongside Bell Town's district where it is sparsely populated to border with the City of Lancaster where the district is dotted with older subdivisions. McDonald Green's Fire District has a population of 6,680 with a population density of about 222 people per sq. mile. Gooch's Cross Road Fire District is the smallest in the region at just under 12 sq. miles, but has the highest population density at 561 persons per sq. mile (population 6,683). Gooch's shares a border with the City of Lancaster, Bell Town and McDonald Green.

Bell Town Fire Department was founded by members of the community in 1976 to serve the unincorporated area of Lancaster County along the Catawba River from Highway 200 South. Since their inception they have served the community with fire protection and expanded into the medical first responder program in the 1990's. During the late 2000's there was a significant development in their district that was to include hundreds of high value homes. Unfortunately, land speculators bought most of the development and the economy took a downturn leaving investors holding land not worth what they had paid. In the 2010's Bell Town began expanding into technical rescue out of the great need due to their topography, rivers, rural roads and the demise of the county rescue squad.

McDonald Green was founded in 1956 to provide fire protection their community. The organization's mission has changed and expanded numerous times since inception. Through the years, as district lines were formalized, the district steadily grew. During the 1980's their district was the place to build as new housing developments sprang up increasing their population and the number of residential structures under their protection. The most recent growth took place in 2009 with the failure and closing of an adjoining fire department. The department absorbed a portion of that fire district, increasing our primary response district to 30.08 square miles. In the 2010's they began expanding into technical rescue out of the great need due to their topography, rural roads and the demise of the county rescue squad. Unfortunately, though the area and responsibility increased, the funding did not.

Gooches Cross Roads Fire Department was founded in 1963 to serve the growing population of what has been called a "Mill Village". The fire district can be defined as the land between the City of Lancaster and the Catawba River on the north side of Hwy. 200. Since inception in the spring of 1963 Goochs has served the citizens of their community and, until 2010, we served Springs Industries with fire protection. In 2007 Springs Industries announced it was suspending US operations and closed leaving vacant the Lancaster Cotton Mills. The massive cotton mill was torn down but the Grace Bleachery, a massive 4 story building constructed in 1948 that covers over 11 acres remains abandoned. Almost the entire population of the district worked either in one of these mills or was employed in some function that supported the mills.

Regional Characteristics (Part II)

	2014	2013	2012
* What is the total number of line of duty member fatalities in your region over the last three calendar years?	0	0	0
* What is the total number of line of duty member injuries in your region over the last three calendar years?	0	1	1
* What is the cumulative total of the three-year budgets of all participating organizations in this project?	58700		

* How much of this declared budget is dedicated to personnel costs (salary, fringe, and overtime)?

0

* What percentage of the declared operating budget is derived from:

2014 2013 2012

Enter numbers only, percentages must sum up to 100%

<u>Taxes?</u>	85 %	84 %	78 %
Bond Issues?	0 %	0 %	0 %
<u>EMS Billing?</u>	0 %	0 %	0 %
Grants?	0 %	0 %	0 %
Donations?	12 %	13 %	15 %
Fund drives?	3 %	3 %	7 %
<u>Fee for Service?</u>	0 %	0 %	0 %

* Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. This statement should include details describing the applicant's financial distress, including summarizing budget constraints, unsuccessful attempts to obtain vehicle and outside funding, and proving the trouble is out of their control

All of the fire departments included in this grant have the similar equipment budgets. Bell Town, McDonald Green and Gooches equipment budgets average \$7,660.00 per year. They purchase equipment through our county which produces an annual catalog in which hundreds of items that have been approved by the county and placed out for bid. The winning bids are listed in the catalog which is provided to the fire departments to make purchases. This process insures consistency of equipment, warranty, deliveries, vendor relations, interoperability of equipment saves departments from having to place items for bid individually. The fire departments turn-in an order form and when necessary are billed for equipment and shipping. We are allowed an annual equipment allotment without additional cost which we include in our reported budgets. This allotment can only be used to get items listed in the county catalog and it varies annually but is generally \$7,000 dollars plus shipping. The only 800 Mhz radio that's been provided in the equipment catalog is a portable dual band VHF/800 MHz that cost \$6,000.

Our VHF system is antiquated and the manufacturer announced it will no longer service it after this year. As a result, Public Safety Communications, an independent agency, will switch over to 800 MHz in January of 2017. We have asked for a plan on how we will get radios and the answer was to buy 800 MHz radios. For those of us taking part in this regional request, \$6,000 is almost our entire equipment budget. We have asked for an increase in our allotments but this was denied. We know that the \$7.5 million system is now costing \$9 million. We know originally the system was going to be 5 towers and now it's 9. What we don't know is how or where we can find funding, outside of this grant, to purchase these radios.

The plan has always been the same; each fire department is responsible for making sure they purchase what they need to function. Some departments in our county have fee districts that collect \$95 per structure to purchase 800 MHz radios, some have tremendous support from municipalities, while others have gotten grants to purchase radios. Those of us in the southern region have not been so fortunate to have that sort of funding. In the end, it comes down to the fact that we, as volunteer fire departments, are required to provide for ourselves. It is not the responsibility of the county to make sure we have necessary equipment, including communications equipment, it is our own.

Rather than try to write three different grants, the Chiefs of this region decided to ask McDonald Green to host a single regional grant. Bell Town's average annual operating budget is \$15,150, McDonald Green's is \$19,390, and Gooches is \$24,160. These include the equipment allotment from the county at an average of \$7,000. Combined our average budgets are \$58,700.00. Combined we are seeking funding to purchase 26 portable radios for \$62,400 and 11 mobile radios for \$38,500 which is a total of \$100,900.00. This is nearly twice all of our total budgets combined.

We survive on funds derived from catfish stew sales, bar-b-que, turkey shoots, and solicited donations. We have complained about having to pay \$500 for radios and now we will have to layout at least \$2,400 each and we just can't see how to do it. We need this funding to meet one of the most basic necessities of our service, communications.

Ignorant political leaders have suggested we "just use cell phones". We don't believe those in charge of making these decisions understand the necessity of a firefighter trapped being able to request help or a crew working inside a structure being told to evacuate. This request is not for a luxury; it's because we don't have

the funds locally, we can't find the funds locally, and if we don't get the funds to purchase these radios we will not be able to function safely. We will revert back to the 1970's era of communications.

* How many vehicles are operational within the region in each of the type or class of vehicle listed below? You must include vehicles that are leased or as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession. (Enter numbers only and enter 0 if you do not have any of the vehicles below)

Type or Class of Vehicle	Number of Front Line Apparatus	Number of Reserve Apparatus	Number of Seated Riding Positions
Engines or Pumpers (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Type I, Type II Engine Urban Interface	5	0	14
Ambulances that are used for transport:	0	0	0
Tankers or Tenders (pumping capacity of less than 750 gallons per minute (gpm) and water capacity of 1,000 gallons or more):	3	0	6
Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint	0	0	0
Brush/Quick attack (pumping capacity of less than 750 gpm and water carrying capacity of at least 300 gallons): Brush Truck, Patrol Unit (Pickup w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type III Engine, Type IV Engine, Type V Engine, Type VI Engine, Type VII Engine	1	0	2
Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle, Hazardous Materials Unit	2	0	4
Additional Vehicles: EMS Chase Vehicle, Air/Light Unit, Rehab Units, Bomb Unit, Technical Support (Command, Operational Support/Supply), Hose Tender, Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle, Bariatric Ambulance(s)	0	0	0

Regional Call Volume

2014 2013 2012

* Summary of responses per year by category (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Fire - NFIRS Series 100	142	125	108
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	0	0	0
Rescue & Emergency Medical Service Incident - NFIRS Series 300	489	298	379
Hazardous Condition (No Fire) - NFIRS Series 400	58	33	28
Service Call - NFIRS Series 500	62	30	59
Good Intent Call - NFIRS Series 600	168	157	99
False Alarm & False Call - NFIRS Series 700	84	41	41
Severe Weather & Natural Disaster - NFIRS Series 800	2	0	1
Special Incident Type - NFIRS Series 900	0	0	0

FIRES

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-120)	68	41	55
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)	13	14	15
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143)	34	48	25
What is the total acreage of all vegetation fires?	11	24	8

RESCUE AND EMERGENCY MEDICAL SERVICE INCIDENTS

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)	167	154	170
Of the NFIRS Series 300 calls, how many are "Extrications from Vehicles" (NFIRS Code 352)	0	0	0
Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381)	2	2	0
How many EMS-BLS Response Calls	0	0	0
How many EMS-ALS Response Calls	0	0	0
How many EMS-BLS Scheduled Transports	0	0	0
How many EMS-ALS Scheduled Transports	0	0	0
How many Community Paramedic Response Calls	0	0	0

MUTUAL AND AUTOMATIC AID

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

How many times did your organization receive Mutual Aid?	16	13	4
How many times did your organization receive Automatic Aid?	313	128	148
How many times did your organization provide Mutual Aid?	3	12	4
How many times did your organization provide Automatic Aid?	160	74	78
Of the Mutual and Automatic Aid responses, how many were structure fires?	68	42	49

Regional Request Information

1. Select a program for which you are applying. **Regional applications are not eligible for modification of facilities or wellness and fitness programs.** You can apply for as many activities within a program as you need.

Program Name

Regional Request

2. Enter grant-writing fee associated with the preparation of this request. Enter 0 if there is no fee.

\$0

Request Details

The activities for program **Regional Request** are listed in the table below.

Activity	Number of Entries	Total Cost	Additional Funding
Equipment	2	\$ 100,900	\$ 15,105
Personal Protective Equipment	0	\$ 0	\$ 0
Training	0	\$ 0	\$ 0

Grant-writing fee associated with the preparation of this request. \$0

Equipment**Equipment Details**

1. What equipment will your organization purchase with this grant? **Mobile Radios (must be P-25 Compliant)**

* Please provide a detailed description of the item selected above. 800 MHz mobile radio with alphanumeric display, digital technology for trunking systems, 35 watt rated RF output power, with Project 25 Phase 2 technology. Includes 7.5 Watt speaker

2. Number of units: (whole number only) 11

3. Cost per unit: (whole dollar amounts only; this amount should reflect any volume discounts, rebates, etc.) \$ 3500

4. Generally the equipment purchased under this grant program will:

Replace obsolete or damaged equipment that can no longer meet the applicable standards

If you selected "Replace obsolete or damaged equipment" (from Q4) above, please specify the age of equipment in years. 17

5. Per the Notice of Funding Opportunity Announcement (NOFO), do you have a memorandum of understanding (MOU) in place that cover the use of the equipment? Yes

6. Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? Yes

In your Narrative Statement, please explain how this equipment will bring the organization into voluntary compliance.

7. Is your department trained in the proper use of the equipment being requested? Yes

8. Are you requesting funding for training? (**Funding for requested training should be requested in the Regional Equipment - Additional Funding section**). No

9. If you are not requesting training funds through this application, will you obtain training for this equipment through other sources? Yes

Equipment

Equipment Details

1. What equipment will your organization purchase with this grant? Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)

* Please provide a detailed description of the item selected above. P25 Phase 2 portable radio with simplified controls, and IP67 and MIL-STD certified to withstand dust, heat, shock, drops and water immersion. With man down button, 3 Watt rated RF output power. 800 MHz.

2. Number of units: (whole number only) 26

3. Cost per unit: (whole dollar amounts only; this amount should reflect any volume discounts, rebates, etc.) \$ 2400

4. Generally the equipment purchased under this grant program will:

Replace obsolete or damaged equipment that can no longer meet the applicable standards

If you selected "Replace obsolete or damaged equipment" (from Q4) above, please specify the age of equipment in years. 17

5. Per the Notice of Funding Opportunity Announcement (NOFO), do you have a memorandum of understanding (MOU) in place that cover the use of the equipment? Yes

6. Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? Yes

In your Narrative Statement, please explain how this equipment will bring the organization into voluntary compliance.

7. Is your department trained in the proper use of the equipment being requested? Yes

8. Are you requesting funding for training? (**Funding for requested training should be requested in the Regional Equipment - Additional Funding section**). No

9. If you are not requesting training funds through this application, will you obtain training for this equipment through other sources? Yes

Regional Equipment - Additional Funding (optional unless you're applying for Training funds)Budget Object Class Definitions

Additional Funding		
a. Personnel	Help	\$ 0
b. Fringe Benefits	Help	\$ 0
c. Travel	Help	\$ 0
d. Equipment	Help	\$ 484
e. Supplies	Help	\$ 0
f. Contractual	Help	\$ 4366
g. Construction	Help	\$ 0
h. Other	Help	\$ 2145
i. Indirect Charges	Help	\$ 0
j. State Taxes	Help	\$ 8110

Explanation

In addition to installation charges for each of the 11 mobile radios there is a charge of \$44 for antenna wire and power wire for each installation. In the "d. Equipment" category we listed the necessary wiring for installation of the 11 radios which is \$484.00.

In the "f. Contractual" category we includes the cost of activation for each of the 37 radios at \$10 each and the usage fee of \$18 for each radio for the first six months. The total for activations is \$370.00 and the first six months of service on the 800 MHz system is \$3,996.00 for a total in this category of \$4,366.00.

In the "h. Other" category we listed the installation cost of \$195 for each of the 11 mobile radios totaling \$2,145.00.

Finally in the "j. State Taxes" category, we listed the taxes based on the local state rate of 8%. For the materials used in the installations this will come to \$38.72. Taxes on the 37 radios (\$100,900.00 x 8%) come to \$8,072.00. Total taxes come to \$8,110.00.

Regional Equipment - Narrative

* Section # 1 Project Description: In the space provided below, include clear and concise details regarding your organization's project's description and budget. This includes providing local statistics to justify the needs of your department and a detailed plan for how your department will implement the proposed project. Further, please describe what you are requesting funding for, including budget descriptions of the major budget items, i.e., personnel, equipment, contracts, etc. *4000 characters

We are requesting funding to replace our aging VHF radios that do not conform to the recommendations of South Carolina's State Interoperability Communications Plan with 800 MHz radios. We request funding to replace 16 mobile radios, one for each apparatus and 36 portables, one for each seated position. The requested radios are all P25 compliant. The breakdown of how these radios will be distributed are as follows: Bell Town Fire Department (FDID 29202) (EIN 57-0634077) 3 apparatus (3 mobile radios) 6 seated positions (6 portable radios), McDonald Green Fire Department (FDID 29213) (EIN 31-1769564) 3 Apparatus (3 mobile radios) and 6

seated positions (6 portable radios),
Gooches Cross Roads Fire Department (FDID 29208) (EIN 01-0952229) 5 apparatus (5 mobile radios) and 14 seated positions (14 portable radios).

Total of 11 mobile radios at \$3,500 each (\$38,500.00) and 26 portable radios at \$2,400 each (\$62,400.00).

We are also requesting additional funding for installation of the mobile radios, activation and initial service fees, as well as applicable taxes which is an additional \$15,105.00. The total requested amount to cover all associated costs and place the radios in service is \$116,005.00.

We have conferred with our county Emergency Management Office, Fire Rescue Administration, and Public Safety Communications, reviewed documents including our state's Interoperability Plan, and discussed at length our needs with the county's radio communications experts to determine what exactly we need to swap from VHF to 800 MHz. Our county is moving to 800 MHz in January 2017. The system is currently under construction and the VHF system we currently use will no longer be serviced. The county communication project, while directly effecting emergency services is independent of Fire Rescue, EMS and the Sheriff's Office. Equipment acquisition, including communications equipment is the responsibility of the individual agencies; in our case volunteer fire departments.

We are requesting funding to purchase (26) ruggedized, simplified, 3 watt portable radios that are P25 compliant and operate on 800 MHz. and include programming, activation and subscription service on the states Pal800 system. We are also requesting (11) 35 watt mobile radios equipped with 7 watt speakers and installation, programming, activation and subscription service on the states Pal800 system.

We decided to come together and apply as a region since all four stations regularly train together, respond together and in a sense live in the same community. We share and operate under the same SOGs and preplans including map plans to the roads in each other districts. Collectively we serve the south end of our county and as such we decided it only made sense to come together as a region and apply for this funding.

* Section # 2 Cost/Benefit: In the space provided below please explain, as clearly as possible, what will be the benefits your department or your community will realize if the project described is funded (i.e. anticipated savings and/or efficiencies)? Is there a high benefit for the cost incurred? Are the costs reasonable? Provide justification for the budget items relating to the cost of the requested items. *4000 characters

Our regional project is to equip our apparatus and personnel with communications equipment necessary for safe, effective and efficient operations. There has been discussion of purchasing a couple of radios for the officers to use on calls but we are volunteer fire departments and a couple of officers with the radios may be at work or out of town. What would happen if firefighters need to call for assistance or worse yet needs to call a mayday and no radio is available? A local politician suggests we use cell phones, but have you ever used a cell phone in a structure fire? Nobody has the answers to how we will afford this other than to tell us "you will figure it out."

Our county is moving away from VHF and will suspend its use completely, swapping all communications over to 800 MHz. We are asking for funding to have an 800 MHz radio installed in each apparatus we have and provide one portable radio for each seated position in each apparatus. This way we can at least ensure the Incident Commander on each scene and each crew will have at least one member or more with an 800 MHz and can communicate with one another.

Our departments operate on the financial edge most of the time. We don't have substantial cushions, safety nets or rainy days funds beyond a thousand dollars or so. Some members of our regional request only have a few hundred dollars put back. We rely on nominal funding from the county to keep the wheels turning so to speak. But equipment purchases beyond \$7,000.00 are totally our responsibility, as is construction, maintenance, etc. Essentially we are all in the same boat financially. We rely on fund raisers and donations to operate. This expense is so great we can't imagine how else to fund it other than through some special outside funding such as this grant opportunity. We can't use our donations because we need them for daily operations. Special fund raisers typically don't bring in the kind of funds we need and our community already gives so much it's hard to keep going back to them saying we need more. We come from a rural community where our fundraisers are as much social gatherings as they are fundraisers. Our community members are mostly blue-collar workers that are trying to support their families, their churches and their volunteer fire departments.

Each department that is a member of this request is looking at an average expense of over \$24,900.00; which is more than their annual budgets. Keeping in mind most of the items in their budgets are not discretionary. It's hard to spend extra when there is no extra to spend.

How will this benefit us and our community? We will benefit from the safety and ability to quickly respond to our communities' emergencies by using radios to communicate needs, directions, orders, calls for assistance, etc. Is it cost effective? The comparison between not spending the money and spending the money is the

same as comparing our communications system working and not. Occasionally our VHF system goes down. When it does we work around it by using what we have; cell phones. It's very surreal driving an engine with lights and sirens going, rushing to a call after only a phone call. It actually stressful, not hearing any radio traffic; no updates, not knowing if anyone is on scene or not and if more assets are needed. Equally, it is odd and not very safe to be running emergency traffic and dialing a cell phone. Without some sort of funding miracle, that's where we are headed. Is funding this project cost effective and will our firefighters and community see real benefits, absolutely.

* Section # 3 Statement of Effect: How would this award impact the daily operations of your department? How would this award impact your department's ability to protect lives and property in your community? *4000 characters

Over the last couple of decades, communications came to the forefront as being a necessity for firefighter safety especially for those working in an IDLH atmosphere. We have worked, including into our daily operations, to integrate communications in everything we do, from directing traffic to calling a Mayday for a downed or trapped firefighter. We are requesting this funding so we don't regress and lose the advances we have made in communications and firefighter safety.

Another important aspect of our request is interoperable communications with everyone else, and by everyone else I mean our mutual and automatic aid stations, law enforcement, EMS, and dispatch. We take for granted that at the keying of a microphone, we can call for another department's assistance, call for EMS, call for law enforcement, or order roads shut down. Unfortunately, without outside assistance we are going to lose that ability. We felt good about our radio situation. Every active firefighter had a radio and pager. We train on calling a May-Day, Rapid Intervention Teams, and push Incident Commanders to check Personal Accountability Reports via radio at regular intervals and our Dispatch checks with our Incident Commanders at regular intervals to ensure everything is ok on scene. We have embraced communications as essential to fire and rescue operations and the safety of all firefighters on the fire ground, especially those performing interior operations. We are facing the communications cornerstone of our operations going away in the name of progress because we simply can't afford to keep up.

All of our written operating procedures and written operational guidelines are intertwined with communications and the expectation that all members will be equipped with portable radios and all apparatus will be equipped with mobile radios. This is also true with written operations plans with our automatic and mutual aid departments. Without this funding our entire way of operations will have to change. Firefighter safety will be compromised and command's ability to communicate orders and receive information will be compromised as well. We must have communications with one another on incident scenes, as well as with dispatch especially, in our system. For us, the incident commander is the first trained person on scene. That could be almost anyone. Incoming units depend on updates and request for various apparatus which may differ from standard response protocol. Sometimes this change is directly related to injured or entrapped citizens or specialized equipment not part of a normal response.

Without this funding for these communications assets, our ability to protect our citizens with safe, efficient service will be severely impacted. We will have to change and adapt all of our standing protocols and retrain our firefighters on fireground communications because without money to make this purchase, 800 MHz radios capable of reaching dispatch or other responding departments will not be at their disposal.

South Carolina Statewide 800 MHz Radio and Mobile Data System is a cost-shared public/private partnership between state government, local governments, power utilities and Motorola, Inc. The user fee for the system is \$18 per month per radio. The fee for the radios we are requesting for six months is \$3,996.00. As the county expands its system we will transition to it which will have no associated fees and we will have no need to pay Palmetto 800 fees again.

Budget

Budget Object Class

a. Personnel	\$ 0
b. Fringe Benefits	\$ 0
c. Travel	\$ 0

d. Equipment	\$ 101,384
e. Supplies	\$ 0
f. Contractual	\$ 4,366
g. Construction	\$ 0
h. Other	\$ 2,145
i. Indirect Charges	\$ 0
j. State Taxes	\$ 8,110
Federal and Applicant Share	
Federal Share	\$ 110,481
Applicant Share	\$ 5,524
Applicant Share of Award (%)	5

* Non-Federal Resources (The combined Non-Federal Resources must equal the Applicant Share of \$ 5,524)

a. Applicant	\$ 5,524
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

Total Budget **\$ 116,005**

Narrative Statement

For 2011 and on, the Narrative section of the AFG application has been modified. You will enter individual narratives for the Project Description, Cost-Benefit, Statement of Effect, and Additional Information in the Request Details section for each Activity for which you are requesting funds. Please return to the Request Details section for further instructions. You will address the Financial Need in Applicant Characteristics II section of the application. We recommend that you type each response in a Word Document outside of the grant application and then copy and paste it into the spaces provided within the application.

Assurances and Certifications**FEMA Form SF 424B**

You must read and sign these assurances. These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.

Note: Fields marked with an * are required.

O.M.B Control Number 4040-0007

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination

provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signed by **Francis Ghent** on **01/13/2016**

Form 20-16C

You must read and sign these assurances.

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.

Note: Fields marked with an * are required.

O.M.B Control Number 1660-0025

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over \$100,000, as defined at 44CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantees policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable DHS awarding office, i.e. regional office or DHS office.

(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street

City

State

Zip

Action

If your place of performance is different from the physical address provided by you in the Applicant Information, press *Add Place of Performance* button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for DHS funding. States and State agencies may elect to use a Statewide certification.

Signed by **Francis Ghent** on **01/13/2016**

FEMA Standard Form LLL

Only complete if applying for a grant for more than \$100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.

Submit Application

Application 100% complete, Submitted

Please click on any of the following links to visit a particular section of your application. Once all areas of your application are complete, you may submit your application.

Application Area	Status
Applicant's Acknowledgements	Complete
Overview	Complete
Contact Information	Complete
Applicant Information	Complete
Applicant Characteristics (I)	Complete
Applicant Characteristics (II)	Complete
Department Call Volume	Complete
Request Information	Complete
Request Details	Complete
Budget	Complete
Assurances and Certifications	Complete

PLEASE READ THE FOLLOWING STATEMENTS BEFORE YOU SUBMIT.

- YOU WILL NOT BE ALLOWED TO EDIT THIS APPLICATION ONCE IT HAS BEEN SUBMITTED. If you are not yet ready to submit this application, save it, and log out until you feel that you have no more changes.
- When you submit this application, you, as an authorized representative of the organization applying for this grant, are certifying that the following statements are true:

To the best of my knowledge and belief, all data submitted in this application are true and correct.

This application has been duly authorized by the governing body of the applicant and the applicant will comply to the Assurances and Certifications if assistance is awarded.

To sign your application, check the box below and enter your password in the space provided. To submit your application, click the Submit Application button below to officially submit your application to FEMA.

Note: The primary contact will be responsible for signing and submitting the application. Fields marked with an * are required.

I, Francis Ghent, am hereby providing my signature for this application as of 13-Jan-2016.



August 17, 2016

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. Steve Willis
County Administrator, Lancaster
101 N. Main St., 2nd Floor
Lancaster SC 29721

Dear Mr. Willis:

Charter's (formerly Time Warner Cable) agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future: WRAL, Azteca America, YouToo, RFD HD, Pivot, TV One (SD & HD), ShopHQ/EVINE Live (SD & HD), POP/TVGN (SD & HD), Music Choice On Demand and Music Choice (channels 1900-1950), Outdoor Channel (SD & HD), Al Jazeera (SD & HD), Aspire, FM (SD & HD), Fuse (SD & HD), Weather Channel (SD & HD), Go!TV (SD & HD), GMA Pinoy TV, GMA Life TV.

In addition, from time to time we make certain changes in the services that we offer in order to better serve our customers. The following changes are planned:

On or about August 17th, 3D Channels 671-673 will no longer be available.

On or after August 23rd, the following multicast station may be added as part of Digital Broadcast in the Florence-Myrtle Beach DMA (includes Conway, Dillon/Marion/Mullins, Nichols, Florence, Hartsville, Johnsonville, Lake City, Lake View, Laurinburg, Myrtle Beach, Rowland, Surfside Beach and Lumberton, NC): WWMB D3 American Sports Network channel 1260.

On or after September 1st, WZRB will be available in HD on channel 13 and 1212 in the Columbia area channel lineups.

On a future date to be determined, the POP scrolling guide will no longer be available with Starter TV. This affects the following areas: Starter TV in Dillon/Lake View/Marion/Mullins, Hartsville (channel 3), Rowland (channel 4), Bishopville, Columbia, Ft. Jackson, Manning, Orangeburg, Summerville, Sumter (channel 10), Hilton Head, Sun City (channel 12), Laurinburg (channel 17), Standard TV in Florence/Lake City (channel 19), Cheraw (channel 68), Brown's Ferry/Sampit, Conway, Georgetown/Debordieu, Kingstree/Lane, Murrells Inlet/Pawleys Island, Myrtle Beach and Surfside Beach (channel 97).

On or after September 20th, Time Warner Cable will be making technical changes to our cable system throughout South Carolina that may disrupt your ability to view the following unencrypted ("in the clear") channel on a digital television or other device that includes a QAM tuner ("a ClearQAM device"): WIS, WPDE, ETV, WBTW, WCCB, WFXB, WMBF, WMBF D2, WWMB, WLTX, WCBD, WCBD D2, WCIV, WCIV D2, WCSC, WCSC D2, WTAT, WMMP, WWAY, WUNJ, WGSF, WBTW, WMYT, WCNC, WJZY, WSOC, WAXN, TV Guide/POP scrolling guide, Video Marketplace, Leased



Access, AD TV and all Public, Education and Government channels. If this occurs, you will need to go into the settings menu on your ClearQAM device and perform a new channel scan in order to resume viewing this channel. Customers using digital cable set-top boxes will not notice any change. We apologize for any inconvenience.

WGN America may be repositioned from Starter TV to Standard TV.

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: None at this time.

For more information about your local channel line-up, visit www.twc.com/programmingnotices.

If you have any questions or concerns, please do not hesitate to call me at 803-251-5320.

Sincerely,

A handwritten signature in black ink that reads "Ben Breazeale".

Ben Breazeale
Sr. Director of Government Relations

MEETINGS & FUNCTIONS – 2016

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, September 12 th	6:30 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, September 13 th	8:00 a.m.	Public Safety Committee Council Conference Room
Tuesday, September 13 th	3:00 p.m.	Infrastructure & Regulation Committee Council Conference Room
Thursday, September 15 th	4:30 p.m.	Administration Committee Council Conference Room
Saturday, September 17 th	7:30 p.m.	Shooter Jennings and Waymores Outlaws USCL Performing Arts Series
Monday, September 26 th	6:30 p.m.	Council Meeting Council Chambers, Administration Building
Monday, October 10 th	6:30 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, October 11 th	8:00 a.m.	Public Safety Committee Council Conference Room
Tuesday, October 11 th	3:00 p.m.	Infrastructure & Regulation Committee Council Conference Room
Thursday, October 13 th	4:30 p.m.	Administration Committee Council Conference Room
Wednesday, October 19 th Thursday, October 20 th		SCAC Institute of Government Classes SCAC County Council Coalition – Columbia
Monday, October 24 th	6:30 p.m.	Council Meeting Council Chambers, Administration Building

LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1st Council meeting (most of the time it is the 2nd Tuesday)
8:00 a.m.... Public Safety Committee
 The Tuesday following the 1st Council meeting (most of the time it is the 2nd Tuesday)
3:00 p.m. ... Infrastructure and Regulation Committee
 The Thursday following the 1st Council meeting (most of the time it is the 2nd Thursday)
4:30 p.m. ... Administration Committee
 1st Thursday of each month7:00 p.m. ... Fire Commission, Covenant Street EOC Building
 2nd and 4th Tuesday of each month9:00 a.m. ... Development Review Committee, Council Chambers
 2nd Tuesday of each month6:30 p.m. ... Zoning Appeals Board, County Council Chambers
 2nd Tuesday of each month6:30 p.m. ... Recreation Commission, 260 S. Plantation
 Last Tuesday of each month (Every other month – Beginning with Feb.) 6:00 p.m. Library Board, Carolinian Room, Library
 2nd Wed (Jan/March/May/July/Sept/Nov)11:45 a.m... Health & Wellness Comm., various locations
 2nd Tuesday6:00 p.m. ... Historical Commission, Library Conference Room
 3rd Thursday of each month6:30 p.m. ... Community Relations Commission, County Council Chambers
 1st Thursday of each month5:00 p.m. ... Planning Commission work session, County Council Chambers
 3rd Tuesday of each month6:30 p.m. ... Planning Commission, County Council Chambers