

Lancaster County Council Regular Meeting Agenda

Monday, August 22, 2016

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

1. **Call to Order Workshop – Chairman Bob Bundy** 5:00 p.m.
 - Discussion of the proposed Unified Development Ordinance (UDO)
2. **Call to Order Regular Meeting – Chairman Bob Bundy** 6:30 p.m.
3. **Welcome and Recognition – Chairman Bob Bundy**
4. **Pledge of Allegiance and Invocation – Council Member Jack Estridge**
5. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
6. **Special presentations**
 - a. *South Carolina Association of Counties J. Mitchell Graham - Honorable Mention Award*
7. **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]*
8. **Consent Agenda**
 - a. **3rd 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. *(Favorable – I&R Committee and Planning Commission) Passed 2nd Reading August 8, 2016 7-0. John Weaver and Penelope Karagounis – pgs. 6-8*
 - a. **2nd 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 8, 2016 Council meeting. Penelope Karagounis – pgs. 9-10*

9. Non-Consent Agenda

a. 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. *John Weaver – pgs. 11-15*

b. 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. *(Favorable – Administration Committee) John Weaver – pgs.*

c. Public Hearing 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. *(Favorable – Administration Committee) Passed 7-0 at the August 8, 2016 Council Meeting. John Weaver – pgs. 22-54*

d. *The advertised public hearing for this ordinance has been postponed until 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. *(Favorable – Administration Committee) Passed 7-0 at the August 8, 2016 Council Meeting. John Weaver – pgs. 55-59*

e. 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. *(Favorable – Administration Committee) Passed 7-0 at the August 8, 2016 Council Meeting. John Weaver – pgs. 60-63*

- f. **Resolution 0925-R2016 regarding Sun City Carolina Lake Improvement District engagement to providing underwriting services.** *(Favorable – Administration Committee) John Weaver – pgs. 64-65*

- g. **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. *(Favorable – Administration Committee) John Weaver – pgs. 66-72*

- h. **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. *John Weaver – pgs. 73-75*

(A copy of the Assessment Roll can be found on the website – www.mylancastersc.org; or with the Clerk to Council)

- i. **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. *(Favorable – Administration Committee) John Weaver – pgs. 76-96*

- j. **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. *(Favorable – Administration Committee) John Weaver – pgs. 97-124*

k. 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. *(Favorable – Administration Committee) John Weaver - pgs. 125-154*

10. Discussion and Action Items

- a. Request for use of vacant county space by Kershaw Community Park Council (KCPC) *(Public Safety – Favorable to a one-year lease) Jack Estridge – pgs. 156-159*
- b. Letter regarding a Motion to Rescind – *Brian Carnes – pg. 160-161*
- c. Board and Commission appointments – *Debbie Hardin – pg. 162-164*
 - o Lauren Vincent Thomas, Health and Wellness Board – representing District 7
 - o Jamie Gilbert, Economic Development representative on the Workforce Investment Board appointment
 - o Stephen G. Gardner, Riverside Fire Department - Lancaster County Fire Commission – unexpired term.

11. 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. 1st Reading of Ordinance 2016-1408 regarding storm water – *deferred at the July 18, 2016 meeting*
- e. 1st Reading of Ordinance 2016-1409 regarding storm water fees – *deferred at the July 18, 2016 meeting*

12. Miscellaneous Reports and Correspondence – pg. 165-166

- Time Warner Cable

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

14. Calendar of Events – *pg.167*

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.mylancasterc.org

STATE OF SOUTH CAROLINA)
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COUNTY OF LANCASTER) ORDINANCE NO.2016-1403

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

WHEREAS, on July 13, 2015, Council passed Ordinance 2015-1351, local legislation that established a moratorium on district boundary amendments in the area of the county north of Highway 5; and

WHEREAS, the purpose of Ordinance 2015-1351 was to allow Lancaster County to develop a new Unified Development Ordinance and Zoning Map to implement the Comprehensive Plan Guiding Principles, Plan Implementation and provide recommendations as to the appropriate land use, zoning district designations and development regulations for all properties; and

WHEREAS, notwithstanding diligent efforts by Lancaster County staff in meeting their responsibilities associated with the development of the new Unified Development Ordinance (UDO), the project has proven to be more complex and time consuming than originally contemplated and will require additional time to prepare the new UDO and Zoning Map necessary to adequately manage growth in both the urban and rural areas in Lancaster County, and

WHEREAS, in order to accomplish the stated goal of an updated Unified Development Ordinance with the development of new zoning district designations and development regulations, Council deems it necessary and appropriate to impose and extend the Moratorium, effective Friday, September 1, 2016, on the County's acceptance and processing of applications for district boundary amendments to the UDO for **all real properties located in Lancaster County north of the following boundary: from a point at the western boundary with York County along Highway 5 until its intersection with Highway 521, then preceding in a northeastern direction along Old Church Road until its intersection with the Union County, NC state line, then further northward to the North Carolina state line** for a period not to exceed four (4) months so as to preserve the status quo until the Planning Commission and Planning Department staff have completed their work and come forward with the recommendations called for in this ordinance.

NOW THEREFORE, by the power and authority granted to the Lancaster County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted:

1a. **New UDO and Zoning Map Initiated Provision for Recommendations.** The Lancaster County Planning Commission and Planning Department staff shall review and consider a new UDO and Zoning Map and make recommendations to County Council for new zoning district designations, development regulations and appropriate zoning necessary to adequately manage growth throughout the County.

1b. **Four (4) Month Moratorium Adopted.** Effective September 1, 2016, no applications for district boundary map amendments to the UDO shall be accepted and processed by the Planning Department staff for **all real properties located in Lancaster County north of the following boundary: from a point at the western boundary with York County along Highway 5 until its intersection with Highway 521, then proceeding in a northeastern direction along Old Church Road until its intersection with the Union County, NC state line, then further northward to the North Carolina state line** for a period of four (4) months (the "Moratorium") beginning September 1, 2016 as the effective date and not later than December 31, 2016 as the end date. The Moratorium is imposed in order to allow the Lancaster County Planning Commission and Planning Department staff time to conduct the work specified in Section 1a. above. The Moratorium shall not affect development in progress that has already received approval from County Council and shall not affect rezoning applications and development agreements that were submitted to the Planning Department as of Second Reading of Ordinance 2015-1351, that date being June 22, 2015. In the event of a natural disaster, the County Administrator may suspend the Moratorium to the extent necessary to protect and preserve the public health, safety and general welfare.

1c. **Termination of Moratorium.** As noted above, this moratorium shall not extend beyond December 31, 2016. However, in anticipation of the new UDO possibly being reviewed and recommended by the Planning Commission and, thereafter, being reviewed and passed by County Council, it is to be understood and is ordained that should passage of the UDO occur prior to December 31, 2016 then, in that event, the present Uniform Development Ordinance and Zoning Map under which Lancaster County now operates shall be automatically and simultaneously deemed to be voided and rescinded without the necessity of further action of Council.

2. **Severability:** If a Section, Sub-section, or part of the Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section, or part of the Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

3. **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Lancaster County, then the preceding Section, Sub-section, or part shall be deemed repealed and no longer in effect.

4. **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED

Dated 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:	July 18, 2016	Passed 7-0
Second Reading:	August 8, 2016	Passed 7-0
Third Reading:	August 22, 2016	Tentative

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2016-1410

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	Tentative
Third Reading: 9-12-16	Tentative

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Agenda Item Summary

Ordinance # / Resolution#: 0928-R2016
Contact Person / Sponsor: John Weaver
Department: County Attorney
Requested to be on Agenda: August 22, 2016



Issue for Consideration: Whether or not it is appropriate to consider the incentives for an existing, operational Lancaster County company as outlined in the Inducement Resolution.

Points to Consider:

The incentive provided by the proposed Inducement Resolution is a special source revenue credit (SSRC) equal to 50% of annual fee-in-lieu of tax payments for “years 1 through 5 due in connection with the Project. The Company would have a five-year period in which to make its investment, a period ending December 31, 2021. As presented by the Company, it is less than clear the exact years the SSRC may be taken. For that reason, I have included language that provides for no SSRC for tax years beginning after December 31, 2021. The cumulative total for the SSRC is capped at \$79,467.

The Company is requesting an approximately five-year period in which to make a minimum investment of \$2,000,000 and to create at least 18 new full-time jobs with an average hourly wage of \$13.50. As presented by the Company, the investment and job creation would have to be fulfilled not later than December 31, 2021. There are no intermediate performance requirements, in other words, some or all of the investment and job creation could occur on the back end of the period rather than front end. The County should advise the Company that it will be expecting intermediate performance requirements.

The form inducement resolution includes a requirement for the clawback of SSRCs if either the investment or jobs requirement is not met. This would mean that if the Company did not meet the \$2,000,000 investment or 18 jobs requirement by December 31, 2021, then the Company would be required to repay the SSRC. The details of how the clawback works is normally dealt with in the definitive documents (the County typically uses a formula providing for a prorata amount of clawback). In the document received from the Company, they are seeking “wiggle” room before the clawback is triggered. More specifically, they set the trigger for clawback at 90% of the commitment level. Thus, under the Company’s proposal, it receives full benefit of the incentive if they meet an investment level of \$1,800,000 and 17 jobs. The attached mark-up returns the clawback trigger to the full investment and job commitment levels.

The form inducement resolution provides that the Company will reimburse the County for administrative expenses incurred in providing the incentive, including attorney’s fees. The Company version provides a cap of \$3000 on the amount of the administrative fee. I have moved the cap to \$4000 which should be sufficient to cover the County’s outside attorney’s fees.

Funding and Liability Factors: N/A

Council Options: Pass or reject the Inducement Resolution.

Recommendation: The Economic development Director has recommended passage of the Resolution.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 0928-R2016

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.

WHEREAS, Lancaster County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Sections 4-1-175, 4-29-68 and 12-44-70, Code of Laws of South Carolina 1976, as amended (the "SSRC Law"), to enter into a Special Source Revenue Credit ("SSRC") agreement ("SSRC Agreement") with respect to a project which requires the industry to make a payment of a fee in lieu of taxes, through which powers the industrial development of the State of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and the County and thus to utilize and employ the manpower, products, and natural resources of the State of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

WHEREAS, Central Wire, Inc., a Pennsylvania corporation, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the "Company"), desires to invest capital in the County in order to expand its facilities in the County (the "Project"), provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County; and

WHEREAS, the Project is anticipated to result in an investment of approximately \$2 million and the creation of approximately 18 new, full-time jobs; and

WHEREAS, the Company has requested that the County enter into an SSRC Agreement, thereby providing for fee-in-lieu of tax ("FILOT") payments ("FILOT Payments") and SSRCs with respect to the Project; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended and Article VIII, Section 13(D) of the South Carolina Constitution (collectively, the "MCP Laws"), the County is authorized to create a multi-county park (an

“MCP Park”) pursuant to a qualifying agreement with one or more contiguous South Carolina counties (the “Park Agreement”); and

WHEREAS, the County intends by this Resolution to commit itself to: (i) provide for SSRCs against the FILOT Payments to be made by the Company; and (ii) locate the Project in an MCP Park.

NOW, THEREFORE, BE IT RESOLVED by the Council of Lancaster County, South Carolina:

1. The adoption of this Resolution is an official action by the County Council to identify, reflect and induce the Project. This Resolution constitutes preliminary approval by the County prior to the execution of an SSRC Agreement.

2. The County commits to enter into an SSRC Agreement with the Company for the Project, the terms of which shall be set forth in an SSRC Agreement in form and manner satisfactory to the County and the Company containing substantially the following terms:

- a. an investment period beginning on July 1, 2016, and ending on December 31, 2021 (the “Investment Period”); and
- b. the Company’s commitment to invest at least two million dollars (\$2,000,000) in the Project during the Investment Period (the “Investment Commitment”); and
- c. the Company’s commitment to create, during the Investment Period, not less than eighteen (18) new full-time jobs (*i.e.*, at least thirty (30) hours per week), (i) with an average hourly wage not less than thirteen dollars and 50 cents (\$13.50), including overtime, bonuses and all other forms of actual pre-tax and post-tax monetary compensation, and (ii) with health care benefits (the “Jobs Commitment”); and
- d. an SSRC equal to fifty percent (50%) of the FILOT Payments for years 1 through 5 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 tax years beginning after December 31, 2021; and
- e. repayment of any SSRC taken by the Company if either the Investment Commitment or Jobs Commitment is not met; and
- f. the Company’s commitment to reimburse the County for its administrative expenses, including attorney’s fees, not to exceed a total of \$4,000.

3. Council shall use its best efforts to adopt a new Park Agreement or amend an existing Park Agreement to include the Property, to the extent that the Property, or any portion thereof, is not currently subject to a Park Agreement. The period of time for inclusion of the Property in an MCP Park shall be for the same period that the SSRC Agreement is effective.

4. (A) The County shall use its best efforts to (i) assist the Company in locating potential grants from the state and utilities for any public infrastructure costs associated with the Project, (ii) assist the Company in applying for state economic development incentives that flow through the County, and (iii) assist the Company in securing job training through the ReadySC program.

(B) As used in this Section 4, "best efforts" include, without limitation, filing all required and necessary documents and applications relating to the grants or assistance, formally recommending approval of the grants or assistance and making the grants or assistance available at the commencement of the construction of the Project if provided by the granting or assisting entity and giving the Company written evidence of the grants or assistance when approved.

5. Council's commitments and agreements contained in Sections 3 and 4 are subject to the exercise of discretion by granting or approving entities other than the County and the exercise of that discretion is not controlled by the County.

6. Council shall approve the SSRC Agreement, and any other agreement or document contemplated by this Resolution in accordance with South Carolina law and the rules and procedures of the Council.

7. County Council finds that (i) 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, (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality, (iii) the purposes to be accomplished by the Project are proper governmental and public purposes, and (iv) the benefits of the Project to the public are greater than the costs to the public.

8. To the extent this Resolution contains provisions that conflict with other orders, resolutions, and parts thereof, the provisions contained in this Resolution supersede all other orders, resolutions and parts thereof and this Resolution is controlling.

9. This Resolution takes effect upon its adoption.

SIGNATURES FOLLOW ON NEXT PAGE.

Dated this ____ day of August, 2016..

LANCASTER COUNTY, SOUTH CAROLINA

[SEAL]

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

Agenda Item Summary

Ordinance # / Resolution#: 0929-R2016

Contact Person / Sponsor: John Weaver

Department: County Attorney

Date Requested to be on Administration Committee Agenda: August 11, 2016

Date Requested to be on County Council Agenda: August 22, 2016

Issues for Consideration: Whether or not it is appropriate to review, discuss and pass a Resolution regarding LCI-Lineberger Construction, Inc.'s FILOT Agreement dated December 14, 2015, so as to permit KCH Real Estate, LLC, a South Carolina limited liability company, to be included as a Sponsor Affiliate in the FILOT Agreement.

Points to Consider: As noted in the Resolution, a Sponsor Affiliate is an entity that joins with or is an affiliate of a party associated with a FILOT Agreement and participates in the financing of a project.

Funding and Liability Factors: N/A

Committee / Council Options: Either recommend and pass the Resolution that authorizes the Amendment to the Fee Agreement or reject the Resolution.

Recommendation: Pass the Resolution.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) RESOLUTION NO. 0929-R2016

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.

WHEREAS, LCI-Lineberger Construction, Inc. (the "Company") and Lancaster County, South Carolina (the "County") previously entered into a fee in lieu of tax agreement dated December 14, 2015 (the "Fee Agreement") pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") in order to provide for the payment of a fee in lieu of taxes with respect to that certain project described therein (the "Project"); and

WHEREAS, Section 12-44-40(K)(1) of the Act provides that, upon the agreement of the parties to a fee in lieu of tax agreement, such an agreement may be amended to provide for the addition of a "Sponsor Affiliate," which the Act defines to mean an entity that joins with or is an affiliate of a party to a fee in lieu of tax agreement and participates in the financing of a project; and

WHEREAS, the Sponsor Affiliate has joined with and is an affiliate of the Company and is participating in the financing of the Project; and

WHEREAS, the Company wishes to add the Sponsor Affiliate to the Fee Agreement so as to qualify all of its investments for fee in lieu of tax treatment as provided by the Fee Agreement; and

WHEREAS, the Company has caused an Amendment to the Fee Agreement (the "Amendment") to be prepared and presented to the County Council, and the County Council has determined that the Amendment is an appropriate instrument to be approved and executed for the purposes stated above.

NOW, THEREFORE, BE IT RESOLVED by the County Council in meeting duly assembled, that:

1. The County Council hereby approves of the amendment to the Fee Agreement to provide for the addition of the Sponsor Affiliate such that all of its investments qualify for fee in lieu of tax treatment as provided by the Fee Agreement, all subject to the requirements and limitations as set forth in the Act.

2. The Amendment that has been prepared and presented to the County Council is hereby approved, and the Chairman of County Council and Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to execute and deliver the Amendment to the Company, together with any modifications thereto that are not materially adverse to the County. The Chairman of County Council and Clerk to County Council are further authorized

and directed to do any and all things necessary to effectuate the Amendment and the performance of all obligations of the County under and pursuant to the Fee Agreement and the Amendment.

3. The provisions of this Resolution are hereby 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, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

4. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Resolution shall take effect and be in full force from and after its passage and approval.

BE IT RESOLVED this ____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Council Chairman

Steve Harper, Secretary

ATTEST:

Debbie C. Hardin, Clerk to Council

STATE OF SOUTH CAROLINA)
) AMENDMENT TO FEE AGREEMENT
COUNTY OF LANCASTER)

THIS AMENDMENT TO THE FEE AGREEMENT BETWEEN LANCASTER COUNTY, SOUTH CAROLINA AND LCI-LINEBERGER CONSTRUCTION, INC. ("Amendment"), is made this ____ day of _____, 2016, by and between LCI-LINEBERGER CONSTRUCTION, INC., a South Carolina corporation (the "Company"), KCH REAL ESTATE LLC, a South Carolina limited liability company (the "Sponsor Affiliate"), and Lancaster County, South Carolina (the "County").

WHEREAS, the Company and the County previously entered into a fee in lieu of tax agreement dated December 14, 2015 (the "Fee Agreement") pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") in order to provide for the payment of a fee in lieu of taxes with respect to that certain project described therein (the "Project"); and

WHEREAS, Section 12-44-40(K)(1) of the Act provides that, upon the agreement of the parties to a fee in lieu of tax agreement, such an agreement may be amended to provide for the addition of a "Sponsor Affiliate," which the Act defines to mean an entity that joins with or is an affiliate of a party to a fee in lieu of tax agreement and participates in the financing of a project; and

WHEREAS, the Sponsor Affiliate has joined with and is an affiliate of the Company and is participating in the financing of the Project; and

WHEREAS, the Company wishes to add the Sponsor Affiliate to the Fee Agreement so as to qualify all of its investments for fee in lieu of tax treatment as provided by the Fee Agreement; and

WHEREAS, the County Council of the County has authorized the addition of the Sponsor Affiliate as a Sponsor Affiliate to the Fee Agreement through the adoption of a resolution dated _____, 2016; and

WHEREAS, the County desires to express its consent to this Amendment and hereby agrees to amend the Fee Agreement to reflect the addition of the Sponsor Affiliate as a party to the Fee Agreement.

NOW, THEREFORE, FOR VALUE RECEIVED, THE PARTIES AGREE AS FOLLOWS:

1. The Fee Agreement is hereby amended to provide for the addition of the Sponsor Affiliate as a party thereto such that all of its investments qualify for fee in lieu of tax treatment as provided by the Fee Agreement, all subject to the requirements and limitations as set forth in the Act.

2. By execution hereof, the Sponsor Affiliate hereby becomes a Sponsor Affiliate (as the Act defines such term) to the Fee Agreement and shall be entitled to the benefits and assumes all of the obligations as a Sponsor Affiliate of the Project. The Fee Agreement is amended to reflect the addition of the Sponsor Affiliate as a Sponsor Affiliate.

3. The Sponsor Affiliate's notice address shall be as follows:

KCH Real Estate LLC
Attn: Kim Lineberger
P.O. Box 1239
Lancaster, SC 29721

4. Except as amended hereby, the Fee Agreement otherwise remains in full force and effect.

IN WITNESS WHEREOF, the Company, the Sponsor Affiliate, and the County have caused this Amendment to be executed respectively by the duly authorized officers of the Company and the Sponsor Affiliate and a duly authorized representative of the County as of the date first written above.

COMPANY:
LCI-LINEBERGER CONSTRUCTION, INC.

Signature: _____
Name: _____
Title: _____

SPONSOR AFFILIATE:
KCH REAL ESTATE LLC

Signature: _____
Name: _____
Title: _____

(Signature Page Continues Below)

COUNTY:
LANCASTER COUNTY, SOUTH CAROLINA

Signature: _____

Name: _____

Title: _____

ATTEST:

Signature: _____

Name: _____

Title: Clerk to County Council

The Lancaster News

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

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Lancaster County Council

The Lancaster County Council has scheduled a public hearing for Monday, August 22, 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 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." At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee.

NOTICE OF PUBLIC HEARING

Lancaster County Council

The Lancaster County Council has scheduled a public hearing for Monday, August 22, 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 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." 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 7/31/16

Karen D. Graham

Notary Public of South Carolina

My Commission Expires June 29, 2022

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2016-1405

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	Tentative
Public Hearing:	August 22, 2016	Tentative
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 mils, 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:

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

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. 2016-1406

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	Tentative
Public Hearing:	August 22, 2016	Tentative
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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STATE OF SOUTH CAROLINA

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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	Tentative
Public Hearing:	August 22, 2016	Tentative
Third Reading:	September 26, 2016	Tentative

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Agenda Item Summary

Resolution#: 0925-R2016

Ordinance#: 2016-1404

Contact Person / Sponsor: John Weaver



Department: County Attorney

Date Requested to be on Agenda: August 22, 2016

Issues for Consideration: Whether or not it is appropriate for Council to consider enacting an ordinance to refund the Series 2006 Bonds and adopting a resolution approving the engagement of Stifel as the underwriter for the bonds to be issued pursuant to the ordinance.

Points to Consider: On March 2, 2006, Lancaster County issued its original principal amount \$20,000,000 Sun City Carolina Lakes Improvement District Assessment Revenue Bonds, Series 2006. The County Administrator and Finance Director have been informed that based on current market conditions the Series 2006 Bonds are a good candidate for refunding. In order to refund the bonds, it is necessary to adopt an ordinance authorizing the refunding bonds and a resolution engaging the services of an underwriter to market and purchase the bonds. If at the time of the pricing of the bonds, there is not sufficient interest rate savings to support issuing the refunding bonds, then the refunding bonds would not be issued.

On behalf of the County, Brian Nurick with Compass Municipal Associates, LLC, the County's Financial Advisor, conducted a request for qualifications process for underwriting services. As a result thereof, he and the County's Bond Counsel recommended to the County Administrator and Finance Director that Stifel be engaged to provide the necessary professional services. In order to accomplish same, Council would need to adopt the resolution.

Funding and Liability Factors: All professional fees will be contingent upon a successful refunding. Out-of-pocket expenses would be paid from the Bond issue or administrative expenses of the Sun City Improvement District.

Council Options: Approve or reject the Ordinance and Resolution

Recommendation: The I&R Committee and the Administration Committee both gave a favorable recommendation to the Ordinance and Resolution.

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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RESOLUTION NO. 0925-R2016

A RESOLUTION

WHEREAS, on March 2, 2006, Lancaster County, South Carolina (the "County") issued its \$20,000,000 Lancaster County, South Carolina, Sun City Carolina Lakes Improvement District Assessment Revenue Bonds, Series 2006 (the "2006 Bonds"); and

WHEREAS, County Council has been informed that due to current market conditions, the 2006 Bonds are a good candidate for refunding; and

WHEREAS, the County Administrator has been informed by the County's Financial Advisor and Bond Counsel that in order to refund the 2006 Bonds, it will be necessary to engage the services of an underwriting firm to market and purchase the refunding bonds to be issued by the County in order to refund all of a portion of the 2006 Bonds; and

WHEREAS, on behalf of the County, Brian Nurick with Compass Municipal Advisors, LLC, the County's Financial Advisor, conducted a request for qualifications process for underwriting services. As a result thereof, he and the County's Bond Counsel recommended to the County Administrator and Finance Director that Stifel be engaged to provide the necessary underwriting services.

NOW, THEREFORE, BE IT RESOLVED by the Council of Lancaster County, South Carolina:

1. The engagement of Stifel to provide underwriting services as described above is hereby approved.
2. The County Administrator is authorized to execute any and all documents to effectuate such engagement.
3. This Resolution takes effect upon its adoption.

Adopted this ____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

[SEAL]

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) ORDINANCE NO. 2016-1404

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

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

Section 1. Definitions.

The terms defined in this Section for all purposes of this ordinance shall have the respective meanings as set forth in this Section. Any capitalized terms not defined herein shall have the meaning given such term in the Master Indenture and supplements thereto as defined herein. The term:

“Act” means the County Public Works Improvement Act, codified as Chapter 35 of Title 4 of the Code of Laws of South Carolina 1976, as amended and the Revenue Bond Act for Utilities, codified as Chapter 21 of Title 6 of the Code of Laws of South Carolina 1976, as amended.

“Administrative Expenses” means the reasonable and necessary expenses, directly or indirectly, incurred by the County with respect to the Improvement District, the Second Supplemental Indenture including but not limited to costs of imposing and collecting Assessments (including the commissions, fees, expenses and any other charges of the Assessment Consultant, Assessor, Auditor and Treasurer (as such terms are defined in the Master Indenture) and the County’s finance department personnel), and costs, fees and expenses of consultants, appraisers, engineers, legal counsel or the Trustee, Registrar or Paying Agent (as such term is defined in the Master Trust Indenture).

“Assessment” or “Assessments” means an assessment or assessments imposed under the Act.

“Bond Area” means the parcels identified in the Assessment Roll, which are and will be subject to the Assessment.

“Code” means the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations thereunder.

“Continuing Disclosure Agreement” shall mean a Continuing Disclosure Agreement, by and between the County and Municap, Inc., as dissemination agent, in connection with the Series 2016A Bonds.

“Contract of Purchase” means the Contract of Purchase between the Underwriter and the County.

“Council” means the Lancaster County Council.

*Preliminary, subject to change.

“County” means Lancaster County, South Carolina. “First Supplemental Indenture” means the First Supplemental Indenture dated as of March 1, 2006, between the County and the Trustee, and pursuant to which the Series 2006 Bonds were issued.

“Improvement District” means the Sun City Improvement District created by the Council under the Act pursuant to the Improvement District Ordinance.

“Improvement District Ordinance” means Ordinance No. 677 enacted by County Council on October 3, 2005, wherein the Improvement District was created and the Assessments are authorized to be imposed and collected, as may be amended from time to time.

“Improvement Plan” means the Sun City Improvement approved by the Council pursuant to the Improvement District Ordinance.

“Master Indenture” means the Master Trust Indenture dated as of March 1, 2006, as heretofore amended and supplemented by the First Supplemental Trust Indenture dated as of March 1, 2006, and the Second Supplemental Trust Indenture to be dated such date as may be determined by the County Administrator, each between the County and the Trustee.

“Second Supplemental Indenture” means the Second Supplemental Indenture to be dated as determined by the County Administrator between the County and the Trustee, and pursuant to which the Series 2016A Bonds will be issued.

“Series 2006 Bonds” means the \$20,000,000 original principal amount Lancaster County, South Carolina, Sun City Improvement District Assessment Revenue Bonds, Series 2006, which are presently outstanding in the principal amount of \$14,120,000.

“Series 2016A Bonds” means the not to exceed \$15,000,000* principal amount Sun City Improvement District Assessment Refunding Revenue Bonds, Series 2016A, to be issued to refund such portion of the outstanding Series 2006 Bonds and to be dated such date as may be determined by the County Administrator with advice from the County’s Bond Counsel and Financial Advisor.

“Underwriter” means Stifel, as underwriter for the Series 2016A Bonds.

Section 2. Findings and Determinations.

The Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the “S.C. Code”), the Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina 1896, as amended (the “Constitution”) provides in part that the County may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license.

(c) Pursuant to the Act, the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance and refinance the acquisition, construction, establishment, enlargement, improvement, expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance

of special district bonds of the county, general obligation bonds of the county, or revenue bonds of the county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(d) Pursuant to the Act, the County has adopted the Improvement District Ordinance wherein Assessments are authorized to be imposed and collected within the Improvement District.

(e) Pursuant to the Act, the County has heretofore issued the Series 2006 Bonds, and the County now desires to issue the Series 2016A Bonds for the purpose of (1) refunding such portion of the outstanding Series 2006 Bonds, as may be determined by the County Administrator (the "Refunded 2006 Bonds"), (2) funding a debt service reserve fund (if any) established for the Series 2016A Bonds, in such amount as may be determined by the County Administrator, and (3) paying certain costs of issuance related to the Series 2016A Bonds, including premiums for bond insurance policies or surety bonds, if any.

(f) In connection with the foregoing, it is proposed that the County issue the Series 2016A Bonds pursuant to the Second Supplemental Indenture and execute the Second Supplemental Indenture, such that the revenues generated from the imposition and collection of the Assessments will secure the payment of the Series 2016A Bonds and Administrative Expenses. The County will additionally assign its interest in certain funds created pursuant to the Second Supplemental Indenture to the Trustee for the benefit of the owners of the Series 2016A Bonds.

(g) There has been filed with the Clerk to Council a form of the Second Supplemental Indenture, Contract of Purchase, Preliminary Limited Offering Memorandum and Continuing Disclosure Agreement. The Council finds, however, that certain changes in said documents may be needed prior to the completion of this transaction such that it will be in the best interest of the County to delegate to the County Administrator and the County Attorney, or any one of them, the legal authority to determine those matters including the authority to approve the final form of the documents necessary to effectuate the issuance of the Series 2016A Bonds.

Section 3. **Approval of Transaction.**

The Council does hereby approve (a) the issuance of the Series 2016A Bonds pursuant to the Second Supplemental Indenture, and the use of the proceeds of the issuance of the Series 2016A Bonds for the purposes described in Section 2(e) above; and (b) the pledge and application of the revenues generated from the imposition and collection of the Assessments and other funds created pursuant to the Second Supplemental Indenture for the benefit of the owners of the Series 2016 Bonds for payment of the Series 2016A Bonds and Administrative Expenses.

Section 4. **Approval of Second Supplemental Indenture and Delegation of Authority.**

The form, terms and provisions of the Second Supplemental Indenture, a copy of which is attached hereto as Exhibit A and filed with the Clerk to Council, be and hereby are approved. The Chairman of the Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the Second Supplemental Indenture, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The County Administrator, with advice from the County Attorney and the County's Bond Counsel, is hereby delegated the authority to approve such changes in the form, terms and provisions of the Second Supplemental Indenture as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and delivery of the Second Supplemental Indenture shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Second Supplemental Indenture

attached hereto as Exhibit A. Any amendments to the Second Supplemental Indenture shall be executed in the same manner.

Section 5. Continuation of Revenue Fund.

There is hereby continued an enterprise fund in the County's budget and accounting system for the purpose of accounting for all Assessments levied and collected with respect to the Improvement District. All Assessments levied and collected shall be deposited into such enterprise fund and as such shall be disbursed according to the provisions of the Second Supplemental Indenture.

Section 6. Approval of Contract of Purchase and Delegation of Authority.

The form, terms and provisions of the Contract of Purchase, a copy of which is attached hereto as Exhibit B and filed with the Clerk to Council, be and hereby is approved. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Contract of Purchase, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County; provided, however, if the percentage of net present value savings is less than 7.5%, the County Administrator shall consult with County Council prior to executing the Contract of Purchase. The County Administrator, with advice from the County Attorney and the County's Bond Counsel, is hereby authorized to approve such changes in the form, terms and provisions of the Contract of Purchase as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The County Administrator's execution and delivery of the Contract of Purchase shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Contract of Purchase attached hereto as Exhibit B. Any amendments to the Contract of Purchase shall be executed in the same manner.

Section 7. Approval of Preliminary Limited Offering Memorandum and Delegation of Authority.

The distribution of the Preliminary Limited Offering Memorandum in substantially the form attached hereto as Exhibit C (the "Preliminary LOM") and filed with the Clerk to Council, be and hereby is approved for distribution by the Underwriter and the Final Limited Offering Memorandum in substantially the form of the Preliminary LOM (the "Final LOM") is hereby approved for distribution by the Underwriter. The County Administrator, with advice from the County Attorney and the County's Bond Counsel, is hereby delegated the authority to approve such changes in the form, terms and provisions of and to execute and deliver the Preliminary LOM as may be appropriate for the transactions contemplated hereby and thereby, to take such actions necessary to "deem final" the Preliminary LOM for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and to approve such changes in the form, terms and provisions of and to execute and deliver the Final LOM as may be appropriate for the transactions contemplated hereby and thereby. The Chairman's execution of the Final LOM shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Preliminary LOM attached hereto as Exhibit C.

Section 8. Approval of Continuing Disclosure Agreement and Delegation of Authority.

(a) The form, terms and provisions of the Continuing Disclosure Agreement, a copy of which is attached hereto as Exhibit D and filed with the Clerk to Council, be and hereby is approved. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Continuing Disclosure Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The County Administrator, with advice from the County Attorney and the County's Bond Counsel, is hereby delegated the authority to approve such changes in the form, terms and provisions of the Continuing Disclosure Agreement as may be necessary or advisable in connection with the

transactions contemplated hereby and thereby. The Chairman's execution and the delivery of the Continuing Disclosure Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Continuing Disclosure Agreement attached hereto as Exhibit D. Any amendments to the Continuing Disclosure Agreement shall be executed in the same manner.

(b) So long as and to the extent required pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended ("Section 11-1-85"), the County covenants that it will file with a central repository (if any) for availability in the secondary bond market when requested:

(i) An annual independent audit, within 30 days of the County's receipt of the audit;
and

(ii) Event-specific information within 30 days of an event adversely affecting more than 5% percent of the revenues generated from the imposition of Assessment A-1 or the County's tax base.

(c) The only remedy for failure by the County to comply with the covenant of this Section 8 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under this ordinance or the Second Supplemental Indenture. The Trustee shall have no responsibility to monitor the County's compliance with this covenant. The County specifically reserves the right to amend or delete this covenant in order to reflect any change in Section 11-1-85, without the consent of the Trustee or any Holder of any Series 2016A Bonds.

Section 9. Trustee, Registrar and Paying Agent.

The County hereby delegates to the County Administrator the authority to designate the Trustee, Registrar and Paying Agent under the terms and conditions provided in the Master Indenture and the Second Supplemental Indenture.

Section 10. Arbitrage Covenant.

The County hereby covenants and agrees with the Holders of the Series 2016A Bonds issued, and the Holders of the Series 2006 Bonds reissued, as tax-exempt obligations (the "Tax-Exempt Bonds") that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax-Exempt Bonds to become includable in the gross income of such Holders thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax-Exempt Bonds and that no use of the proceeds of the Tax-Exempt Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be "arbitrage bonds," as defined in the Code; and to that end the County hereby shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Tax-Exempt Bonds are Outstanding;

(b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

The County Administrator are hereby authorized to execute a Federal Tax Certificate. Pursuant to Ordinance No. 2015-1335 duly enacted by the Council on February 23, 2015, the County adopted Written Procedures related to Tax-Exempt Debt.

Section 11. **Authority to Act.**

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney, County Finance Director and all other appropriate officials of the County are authorized and directed to do any and all things necessary by the County and to execute the documents authorized herein or any other documents to effect the purposes of this ordinance.

Section 12. **Engagement of Professionals.** The County Council hereby retains McNair Law Firm, P.A., as Bond Counsel and Compass Municipal Advisors, LLC, as Financial Advisor, and AMTEC Tax-Exempt Compliance, as Verification Agent, in connection with the issuance of the Series 2016A Bonds. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

Section 13. **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 14. **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 15. **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 22, 2016	Tentative
Second Reading:	September 12, 2016	Tentative
Public Hearing:	September 12, 2016	Tentative
Third Reading:	September 26, 2016	Tentative

Agenda Item Summary

Resolution #: 0930-R2016

Contact Person / Sponsor: John Weaver



Department: County Attorney

Date Requested to be on County Council Agenda: August 22, 2016

Issues for Consideration: Whether or not it is appropriate for Council to consider and accept the calculations for the Sun City assessments for 2016 as will become due and payable in 2017.

Points to Consider: The terms and requirements noted in the body of the brief Resolution are self-explanatory and are mandatory. Each year calculations are necessary so as to insure that the monies chargeable and collected from the Sun City homeowners are sufficient to pay both the principal and the interest for the bonds on an annual basis.

Council Options: Either pass or reject the terms of the Resolution and the financial calculations that have been made by MuniCap, Inc.

Recommendation: Pass the Resolution

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) **RESOLUTION #0930 - R2016**

A RESOLUTION

APPROVING THE UPDATED 2016 ASSESSMENT ROLL FOR THE SUN CITY CAROLINA LAKES IMPROVEMENT DISTRICT, LANCASTER COUNTY, SOUTH CAROLINA.

WHEREAS, the County Council (the "County Council") of Lancaster County, South Carolina (the "County") by Ordinance No. 677 enacted on October 3, 2005, authorized the creation of the Sun City Carolina Lakes Improvement District (the "District"); and

WHEREAS, the County Council by Ordinance No. 678 enacted on November 28, 2005, authorized and provided for the issuance and sale of \$20,000,000 principal amount Sun City Carolina Lakes Improvement District Assessment Revenue Bonds, Series 2006 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 update 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 Assessment Year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments as provided for in Section I, 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 8, 2016 (the "2016 Assessment Roll").

NOW, THEREFORE, be it resolved by the County Council as follows:

The County Council hereby approves, confirms and adopts the updated 2016 Assessment Roll as attached hereto.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

Dated this ____ day of August, 2016

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

Agenda Item Summary

Ordinance # / Resolution# 2016-1411

Contact Person / Sponsor: Andy Rowe

Department: Planning

Date Requested to be on Agenda: 8/22/16 County Council Meeting

Issue for Consideration:

Rezoning application (RZ-016-004) of Kim Lineberger to rezone ± 105.159 acres from I-1, Light Industrial District, to I-2, Heavy Industrial District.

Points to Consider:

*If approved, this property will have to adhere to the set requirements in the Unified Development Ordinance including the installation of a type 4 buffer yard (30 Feet) for any new buildings constructed. A buffer yard must be installed around any residential and commercial property.

*The Future Land Use Map identifies this property as Urban based on the *Lancaster County Comprehensive Plan 2014-2024*. The Future Land Use Map does reference Special Industrial Districts, none of which are located around this area. The *Lancaster County Comprehensive plan 2014-2024* also notes that the community type Urban is of a higher residential intensity than other community types.

*The rezoning request conflicts with the Future Land Use Map and Lancaster County Comprehensive Plan. This property is already zoned I-1, Light Industrial District and may be used currently and marketed for light industrial businesses that wish to use the railroad service (Exhibit 8). If rezoned, any use in the I-2, Heavy Industrial District table of uses may be allowed on the 105 acres (Exhibit 9).

*A point to note is the applicant will be using the front portion of the property and will oversee any business that relocates to this industrial park. The applicant does state that they do wish to be good neighbors to the surrounding property owners. Planning staff would like to support economic development in Lancaster County, and at the same time be cognizant of the residential nature of this area.

*The location of this property does border several residential properties and must be taken into account if approved.

*The planning staff would also like to note that no emails, letters, or calls have been received from any adjacent property owners. In addition, it has been observed that this area has a substantial amount of commercial properties that border this property and an industrial park could fit in this location.

Funding and Liability Factors:

Possible new jobs and economic opportunities for Lancaster County/Does not comply with Future Land Use Map.

Council Options:

To approve or deny the rezoning request.

Recommendation:

At the Lancaster County Planning Commission meeting on Tuesday, July 19, 2016 the Commission voted to **approve** the rezoning application of Ms. Kim Lineberger by a vote of (7-0). At the above referenced meeting two citizens signed to speak at the public hearing. The first citizen was in favor of the rezoning and explained the need for this project in Lancaster County. Also the citizen noted several businesses were potentially interested in this site already. The second citizen was not opposed to the project but asked for the applicant to volunteer to pay rollback tax for agriculture tax credit on the larger parcel of land.

The complete staff report can be located on www.mylancastercsc.org

-Click on Planning and go to 2016 Agendas.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2016-1411

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	Tentative
Second Reading: 9-12-16	Tentative
Third Reading: 9-26-16	Tentative

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PLANNING STAFF REPORT - RZ-016-004

I. Facts

A. General Information

Proposal: Rezoning application of Kim Lineberger to rezone ± 105.159 acres from I-1, Light Industrial District, to I-2, Heavy Industrial District.

Property Location: The property is located at 1456 Kershaw Camden Highway in Lancaster County, SC.

Legal Description: Tax Map 81, Parcels 31.00, 32.00, 32.01, 34.01; Tax Map 81N, Block B, Parcel 5.00 & 6.00.

Zoning Classification: Current: I-1, Light Industrial District

***Voting District:* District 5- Steve Harper**

B. Site Information

Site Description: The parcels fronting Kershaw Camden Highway are currently being used by Lineberger Construction for equipment and general construction. Parcels to the rear are currently undisturbed and forested property. The front and rear properties are divided by the railway.

C. Vicinity Data

Surrounding Conditions: The property has five adjacent parcels to the north zoned B-3, General Commercial District, 1 parcel to the north is zoned B-2, Community Business District, and one large tract to the west that spans from north to south is in the City of Lancaster and is zoned Industrial. Adjacent parcels to the east are zoned B-3, General Commercial District, B-2, Community Business District, and R-15S, Medium Density Residential/Manufactured Housing/Agricultural District. Parcels to the south are zoned R-15S, Medium Density Residential/Manufactured Housing/Agricultural District, R-15, Medium Density Residential/Agricultural District, and MHP, Mobile Home Park.

Exhibits

1. Rezoning Application
2. Vicinity Map
3. Zoning Map
4. Future Land Use Map/ Future Land Use Map (Zoomed Out)
5. Tax Inquiry Sheet

6. UDO – Section: 2.1.3 - Industrial Districts
7. UDO- Section: 12.8 – Installation of Buffer Yard/Table 12-2 and 12-3
8. Table of Uses- I-1
9. Table of Uses- I-2

II. Findings

Code Considerations:

The I-1, Light Industrial District, is designed to accommodate industries that do not tend to have adverse impacts on surrounding properties.

The I-2, Heavy Industrial District, is designed to accommodate industries that tend to have adverse impacts on surrounding properties.

III. Conclusions:

The parcels listed in this rezoning request have been through a prior rezoning in 2002 in which the Planning Commission and County Council denied a proposal to rezone this property to I-2 for construction of an asphalt plant. The applicant later submitted a second rezoning request, due to a zoning error and was subsequently approved for I-1, Light Industrial District. The applicant states that the proposed use for the property will be to market it to businesses that use the railroad service.

If approved, this property will have to adhere to the set requirements in the Unified Development Ordinance including the installation of a type 4 buffer yard for any new buildings constructed. A type 4 buffer yard per the Unified Development Ordinance has a minimum width of 30 feet that must include shade trees, ornamental trees, and a variety of shrubs (Exhibit 7). A buffer yard must be installed around any residential and commercial property. The type 4 buffer yard required will further help screen new constructed buildings and uses from adjacent residential and commercial property owners.

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 residential, commercial, and industrial uses. The Future Land Use Map does reference Special Industrial Districts, none of which are located around this area. The *Lancaster County Comprehensive plan 2014-2024* also notes that the community type Urban is of a higher residential intensity than other community types.

Date of 1st Reading: 8-22-16
__ Approved __ Denied __ No Action

Date of 2nd Reading: 9-12-16
__ Approved __ Denied __ No Action

Date of 3rd Reading: 9-26-16
__ Approved __ Denied __ No Action

The facts and findings of this report show that the rezoning request conflicts with the Future Land Use Map and Lancaster County Comprehensive Plan. This property is already zoned I-1, Light Industrial District and may be used currently and marketed for light industrial businesses that wish to use the railroad service (Exhibit 8). If rezoned, any use in the I-2, Heavy Industrial District table of uses may be allowed on the 105 acres (Exhibit 9). A point to note is the applicant will be using the front portion of the property and will oversee any business that relocates to this industrial park. The applicant does state that they do wish to be good neighbors to the surrounding property owners. Planning staff would like to support economic development in Lancaster County, and at the same time be cognizant of the residential nature of this area. The location of this property does border several residential properties and must be taken into account if approved. The planning staff would also like to note that no emails, letters, or calls have been received from any adjacent property owners. In addition, it has been observed that this area has a substantial amount of commercial properties that border this property and an industrial park could fit in this location.

IV. Recommendation:

It is therefore the recommendation of the planning staff that the rezoning request for the property located at 1456 Kershaw Camden Highway be **denied** due to the conflict with the Future Land Use Map and the *Lancaster County Comprehensive plan 2014-2024*.

V. Recommendation from Planning Commission Meeting:

At the Lancaster County Planning Commission meeting on Tuesday, July 19, 2016 the Commission voted to **approve** the rezoning application of Ms. Kim Lineberger by a vote of (7-0). At the above referenced meeting two citizens signed to speak at the public hearing. The first citizen was in favor of the rezoning and explained the need for this project in Lancaster County. Also the citizen noted several businesses were potentially interested in this site already. The second citizen was not opposed to the project but asked for the applicant to volunteer to pay rollback tax for agriculture tax credit on the larger parcel of land.

Exhibit 1



Lineberger Site

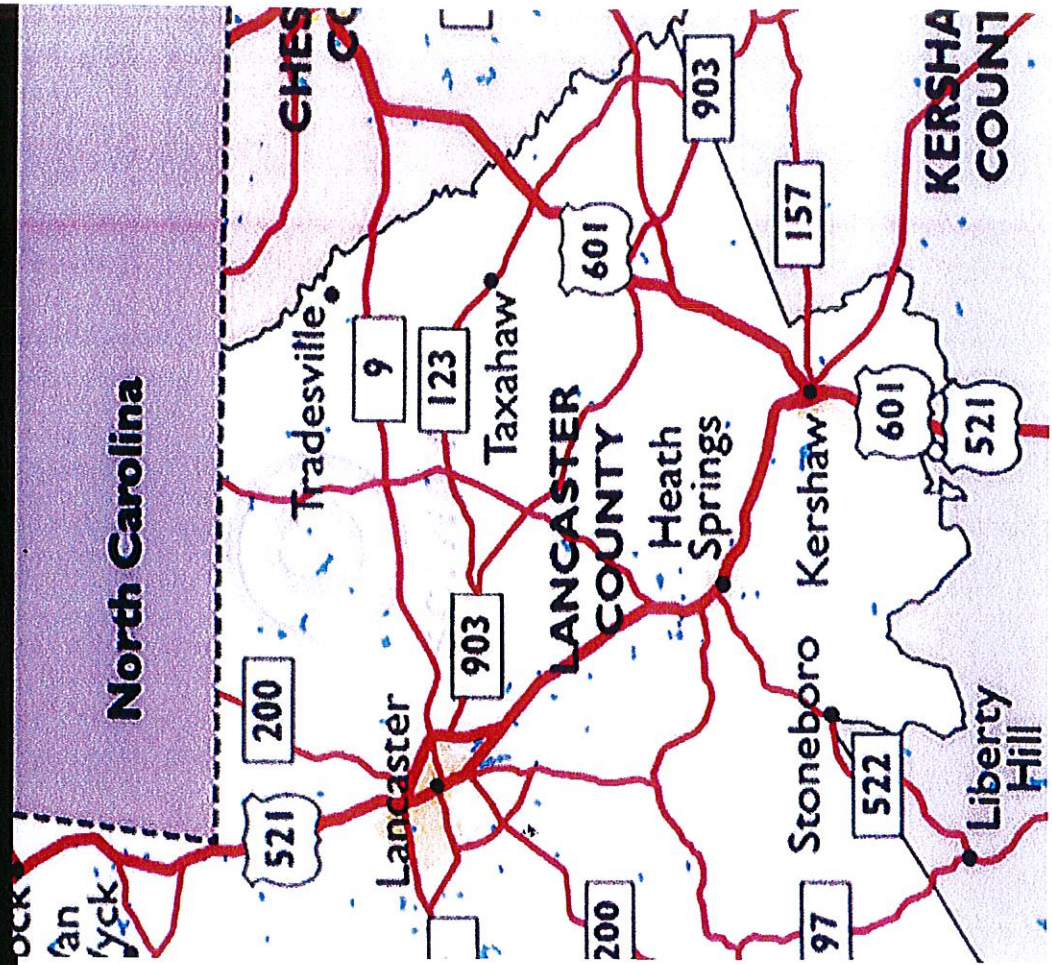
Lancaster
County
South Carolina

Companies are Very Deadline Driven

- We are requesting the park to be zoned Heavy Industrial, as a more appealing and appropriate zoning for the rail-centered industrial park.
- Communities with ready or certified sites have competitive advantage. Ready communities acquire tax base revenue from these industries to support the needed infrastructure; so, new industry reduces the tax burden on the residents of these burgeoning areas and provide jobs for our community.
- The county has been very supportive in assisting with research to qualify the park as a Palmetto site and/or SC Ready site. The county understands that the more we know about the site and the industry needing these sites, the more prepared we can be to accommodate. The research itself presents that sites are often removed from final considerations unless they are properly zoned and why wouldn't they? There are too many options surrounding us in our competitive counties ready and available for them. Companies spend thousands of dollars on site specific plans on their business and without criteria in place, it's a risk for them to invest that capital. The more in place for them, and zoning is on the top of that list, the more attractive the site; users are unwilling and unable to take the additional time to go through zoning or risk that additional capital.

Site Development

- The owner along with Duke Energy, SC Department of Commerce, and Lancaster County are coordinating efforts to offer the county & the state ready- available sites.
- Surrounding counties are our direct competition.
- York county has Legacy West and Legacy East inventory spec buildings; \$3.6 million on sites and \$1.2 in site preparation (noted in a recent article). Chester County has ten "ready" site options now- all appropriately zoned and ready for users.
- Borrowing a phrase I heard recently regarding fulfilling the rising need for industrial space, "public sector should try to set the table so the private sector can step forward" and I believe where the table is set, they will sit.

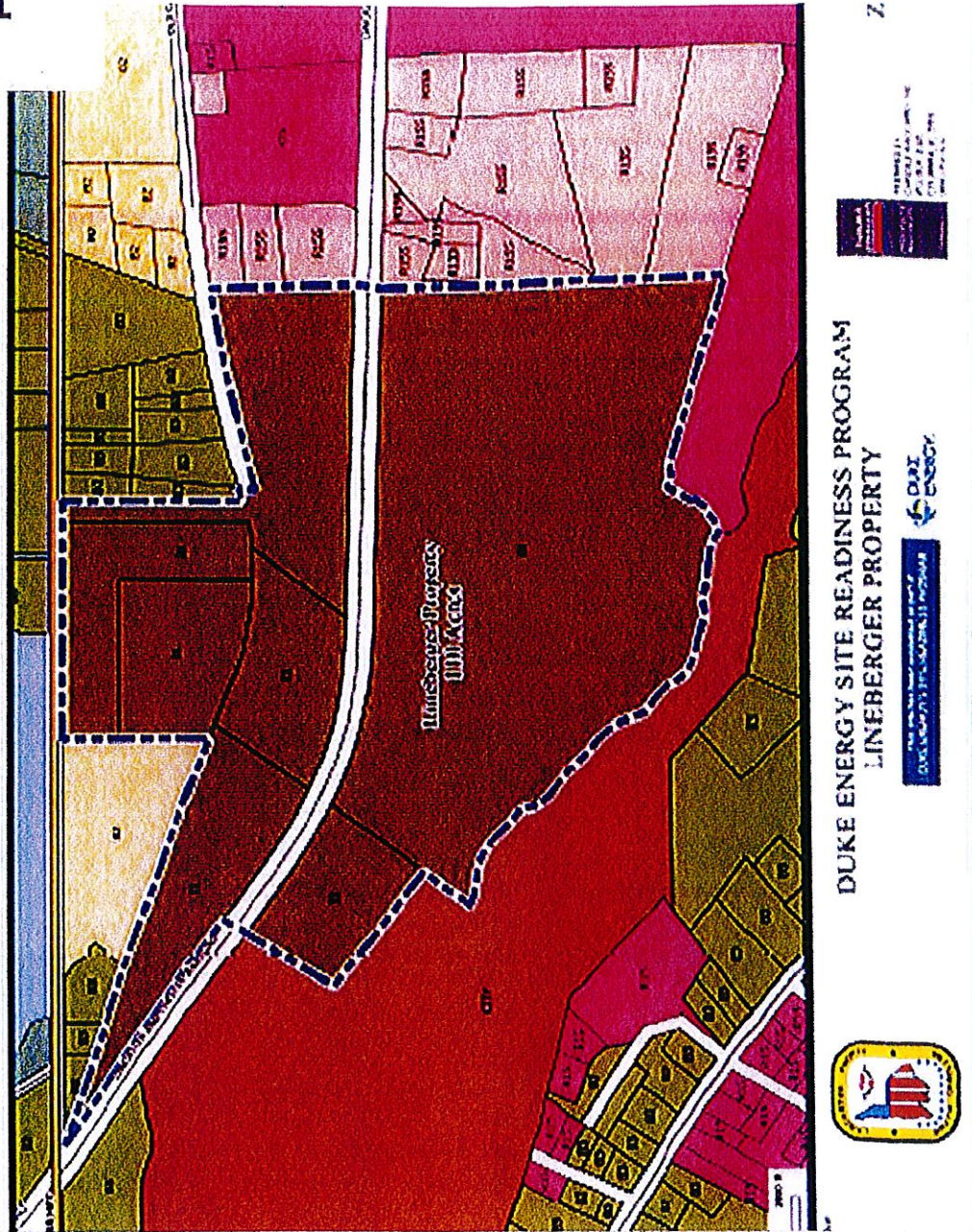


Site Characteristics

Property is 110 total acres, with 80.68 developable acres .
The owner will anchor her industrial park on the front 14 acres.

The entire property is currently zoned Light Industrial (I-1).

Exhibit 1



[illegible]DUKE ENERGY SITE READINESS PROGRAM
LINEBERGER PROPERTY

THIS SALE HAS BEEN FACILITATED AS PART OF
DUKE ENERGY'S SMALL BUSINESS PROGRAM

1007-1008
 1009-1010
 1011-1012
 1013-1014
 1015-1016
 1017-1018
 1019-1020
 1021-1022
 1023-1024
 1025-1026
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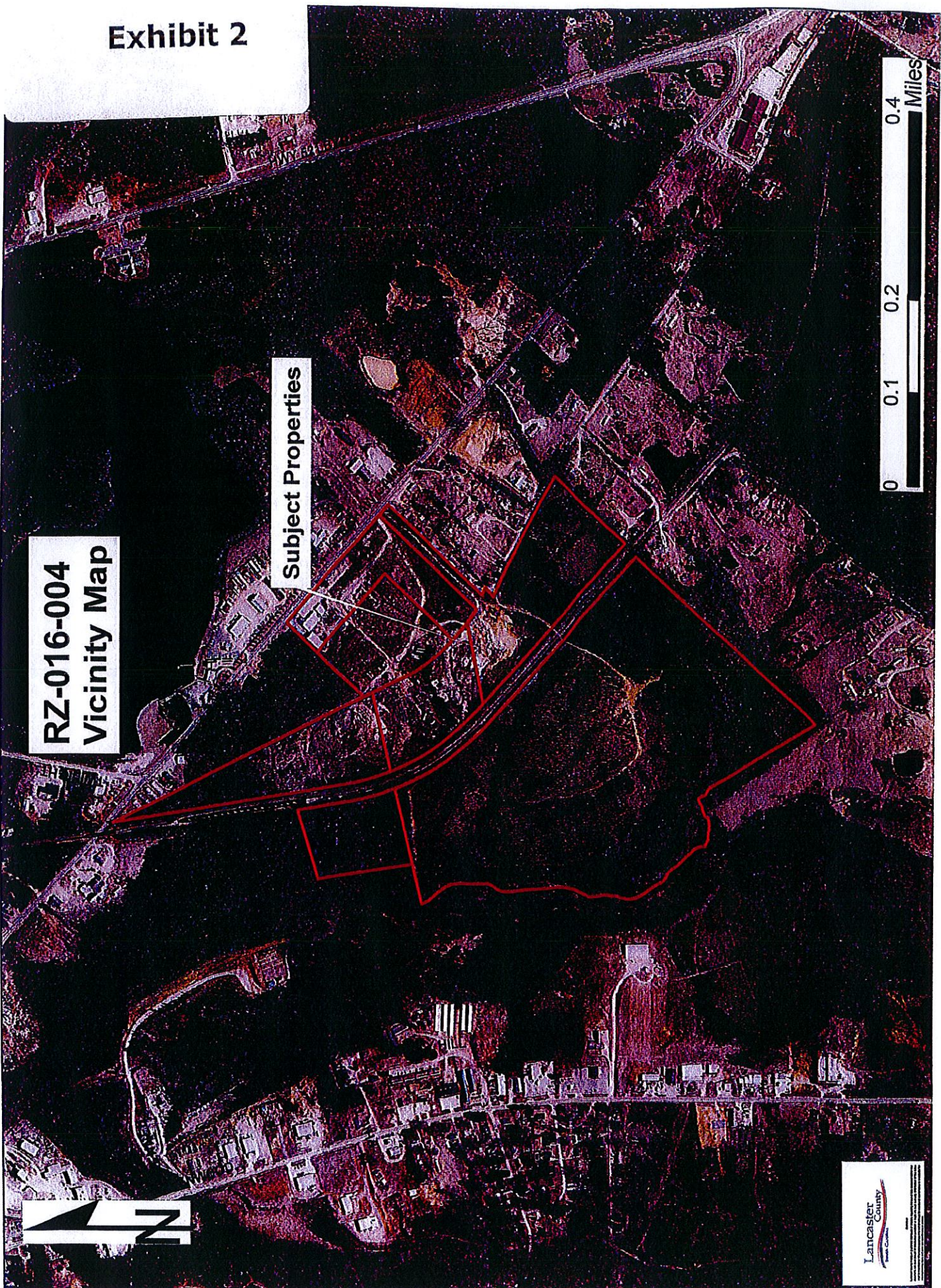
EXHIBIT 10
MASTER PLAN

FEBRUARY 2016

Exhibit 1



Exhibit 2



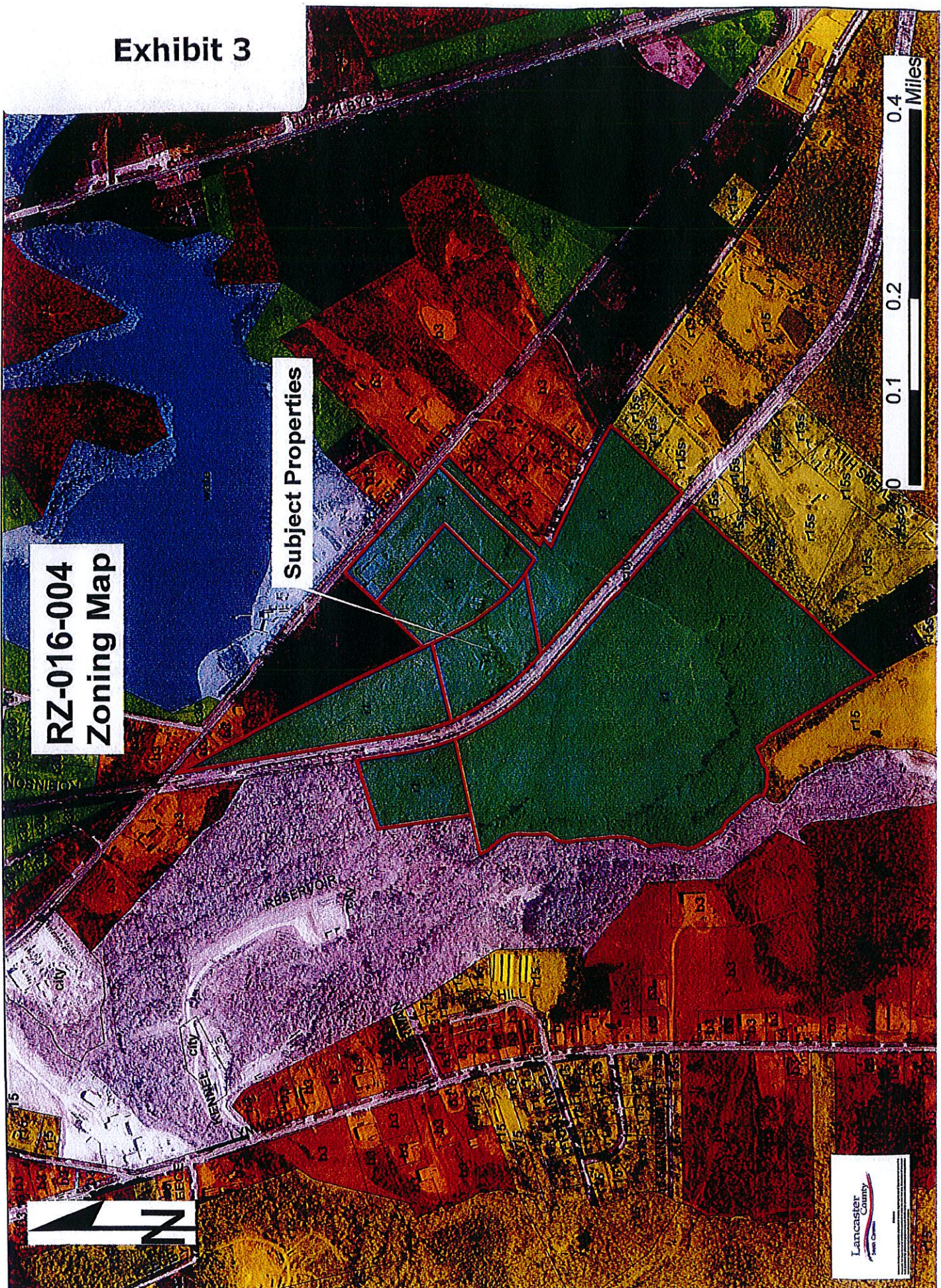
RZ-016-004
Vicinity Map

Subject Properties

0 0.1 0.2 0.4 Miles

Lancaster County
Planning Commission

Exhibit 3



RZ-016-004
Zoning Map

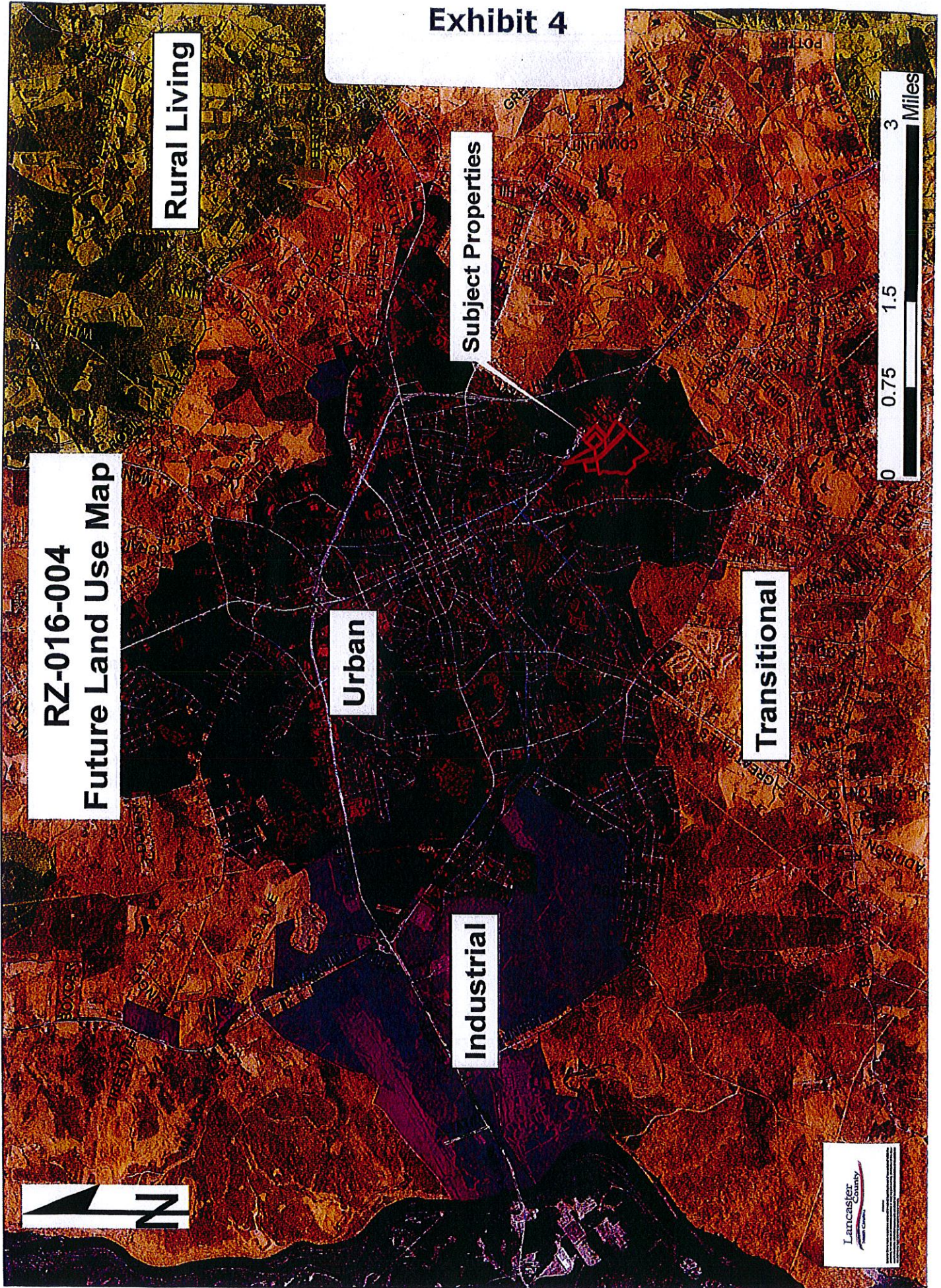
Subject Properties



Exhibit 4



Exhibit 4



RZ-016-004

Future Land Use Map

Rural Living

Urban

Industrial

Subject Properties

Transitional

0 0.75 1.5 3 Miles



INDUSTRIAL I-1 / UPDATED 7/11/07/Ord.#83

USES PERMITTED:

1. Support Activities for Crop Production
2. Veterinary Service w/outdoor pens
3. Support Activities for Animal Production: Breeding Services for Animals
4. Boarding Horses
5. Dairy Herd Improvements
6. Livestock Spraying
7. Sheep Dipping and Shearing
8. Landscape and Horticultural Service
9. Retail Store-Home Furniture, Furnishings and Appliances
10. Restaurants
11. Fast Food with drive through window
12. Funeral Service and Crematories
13. Automotive Rental and Leasing Agency
14. Automobile Parking
15. Miscellaneous Repair Services
16. Drive-In Movie Theater
17. Motion Picture Production and/or Distribution Services
18. Amusement and Recreation Facilities (Non-Public)
19. Medical or Dental Laboratory
20. Miscellaneous Health or Allied Service
21. Building Construction-General Contractors Facility (no outdoor storage)
22. Building Construction-General Contractors Facility with outdoor storage
23. Heavy Construction Contractors Facilities(other than building construction)
24. Construction-Special Trade Contractors
25. Public Warehousing and Storage Facility
26. Durable Goods-Wholesale/Distribution Facility
27. Nondurable Goods-Wholesale/Distribution Facility
28. Vocational School
29. Religious Institution
30. Taxi Company Facility
31. Intercity and Rural Bus Transportation Facility
32. Charter Bus Service Facility
33. Independent Motor Vehicle Terminal, Service, or Maintenance Facility
34. Trucking and Courier Service Facility (except air)
35. Motor Freight Transportation Terminal and Maintenance Facility
36. Air Transportation Terminal
37. Telephone Communications Facilities
38. Telegraph or Other Message Communications Facilities
39. Radio or Television Broadcasting Facilities
40. Park or Playground
41. Botanical or Zoological Garden
42. Other Designated Community Open Space Area

INDUSTRIAL I-1 / UPDATED 7/11/07/Ord.#832

43. Livestock Facility (except Commercial Meat Production Centers)
44. General Agricultural Activities (i.e.) general row crop production, free-range Livestock operations, pasture land, hay land, woodland and wildlife Management areas
45. Forest Production-Including Christmas Trees

CONDITIONAL USES:

1. Home Occupation
2. Automotive Repair Shop
3. Food Processing Plant
4. Tobacco Processing Plant
5. Textiles Dye/Finish Processing Plant (Fabric, Knitting, Carpet, etc.)
6. Apparel and Other Finished Products Factory
7. Lumber, Logging, and Wood Products Mill/Factory (except furniture)
8. Furniture and Fixtures Plant (Residential and Non-Residential Products)
9. Paper, Paperboard, Pulp, and Allied Products Mill
10. Printing, Publishing and Allied Industries Plant
11. Chemical/Allied Products Plant
12. Petroleum Refining and Related Products Plant
13. Industrial and Commercial Factories
14. Manufacturing of Hi-Tech Products
15. Mini-Warehouse Facilities
16. Recycling Facilities, Convenience Centers and Resource Recovery Facilities
17. Wireless Communication Towers (i.e. Cellular Communications)
18. Nature Preserve or Wildlife Sanctuary

USES REQUIRING REVIEW BY BOARD OF ZONING APPEALS:

1. Automotive Wrecking, and/or Junk, Salvage Yard (Shall comply with the Regulations of (See Section 4.2.1)
2. Special Events (See Section 4.2.9)
3. Motorized Race and Testing Tracks (See Section 4.2.5)
4. Construction, Demolition and Land Clearing Debris (See Section 4.2.3)
5. Sanitary Landfills (See Section 4.2.7)
6. Solid Waste Storage and Transfer Facilities, Waste Tire Treatment Sites And Composting Facilities (See Section 4.2.8)
7. Solid Waste Collection, Treatment and/or Disposal Facility
8. Recoverable Waste Collection and Recycling Centers

USES REQUIRING REVIEW BY PLANNING COMMISSION:

1. United States Postal Service Facility
2. Police Station
3. Fire Station
4. Ambulance Service/Rescue Squad
5. School Bus Facility

Exhibit 8

INDUSTRIAL I-1 / UPDATED 7/11/07

6. Electricity, Water, Sewer, and Petroleum Distribution/Collection Facilities and Collections

INDUSTRIAL I-2 / UPDATED 7/11/07/Ord.#83

USES PERMITTED:

1. Landscape and Horticultural Service
2. Restaurants
3. Fast Food with drive through window
4. Automobile Parking
5. Building Construction-General Contractors Facility (no outdoor storage)
6. Building Construction-General Contractors Facility with outdoor storage
7. Heavy Construction Contractors Facilities(other than building construction)
8. Construction-Special Trade Contractors
9. Public Warehousing and Storage Facility
10. Durable Goods-Wholesale/Distribution Facility
11. Nondurable Goods-Wholesale/Distribution Facility
12. Trucking and Courier Service Facility (except air)
13. Motor Freight Transportation Terminal and Maintenance Facility
14. Air Transportation Terminal
15. Telephone Communications Facilities
16. Telegraph or Other Message Communications Facilities
17. Radio or Television Broadcasting Facilities
18. Park or Playground
19. Botanical or Zoological Garden
20. Other Designated Community Open Space Area
21. Livestock Facility (except Commercial Meat Production Centers)
22. General Agricultural Activities (i.e.) general row crop production, free-range livestock operations, pasture land, hay land, woodland and wildlife management areas
23. Forest Production-Including Christmas Trees

CONDITIONAL USES:

1. Home Occupation
2. Automotive Repair Shop
3. Food Processing Plant (See Section 4.1.19)
4. Tobacco Processing Plant (See Section 4.1.19)
5. Textiles Dye/Finish Processing Plant (Fabric, Knitting, Carpet, etc.) (See Section 4.1.19)
6. Apparel and Other Finished Products Factory (See Section 4.1.19)
7. Lumber, Logging, and Wood Products Mill/Factory (except furniture) (See Section 4.1.19)
8. Furniture and Fixtures Plant (Residential and Non-Residential Products) (See Section 4.1.19)
8. Paper, Paperboard, Pulp, and Allied Products Mill (See Section 4.1.19)
9. Printing, Publishing and Allied Industries Plant (See Section 4.1.19)
10. Chemical/Allied Products Plant (See Section 4.1.19)
11. Petroleum Refining and Related Products Plant (See Section 4.1.19)
12. Industrial and Commercial Factories (See Section 4.1.19)

Exhibit 9

INDUSTRIAL I-2 / UPDATED 7/11/07

- 13. Manufacturing of Hi-Tech Products (See Section 4.1.19)**
- 14. Mini-Warehouse Facilities (See Section 4.1.20)**
- 15. Recycling Facilities, Convenience Centers and Resource Recovery Facilities (See Section 4.1.22)**
- 16. Wireless Communication Towers (i.e. Cellular Communications) (See Section 4.1.28)**
- 17. Nature Preserve or Wildlife Sanctuary**

USES REQUIRING REVIEW BY BOARD OF ZONING APPEALS:

- 1. Automotive Wrecking, and/or Junk, Salvage Yard (Shall comply with the Regulations of (See Section 4.2.1))**
- 2. Special Events (See Section 4.2.9)**
- 3. Construction, Demolition and Land Clearing Debris (See Section 4.2.3)**
- 4. Sanitary Landfills (See Section 4.2.7)**
- 5. Solid Waste Storage and Transfer Facilities, Waste Tire Treatment Sites And Composting Facilities (See Section 4.2.8)**
- 6. Solid Waste Collection, Treatment and/or Disposal Facility**
- 7. Recoverable Waste Collection and Recycling Centers**

USES REQUIRING REVIEW BY PLANNING COMMISSION:

- 1. United States Postal Service Facility**
- 2. Police Station**
- 3. Fire Station**
- 4. Ambulance Service/Rescue Squad**
- 5. Electricity, Water, Sewer, and Petroleum Distribution/Collection Facilities and Collections**

Agenda Item Summary

Ordinance #s: 2016-1412 & 2016-1413

Contact Person / Sponsor: John Weaver

Department: County Attorney

Date Requested to be on County Council Agenda: August 22, 2016

Issues for Consideration:

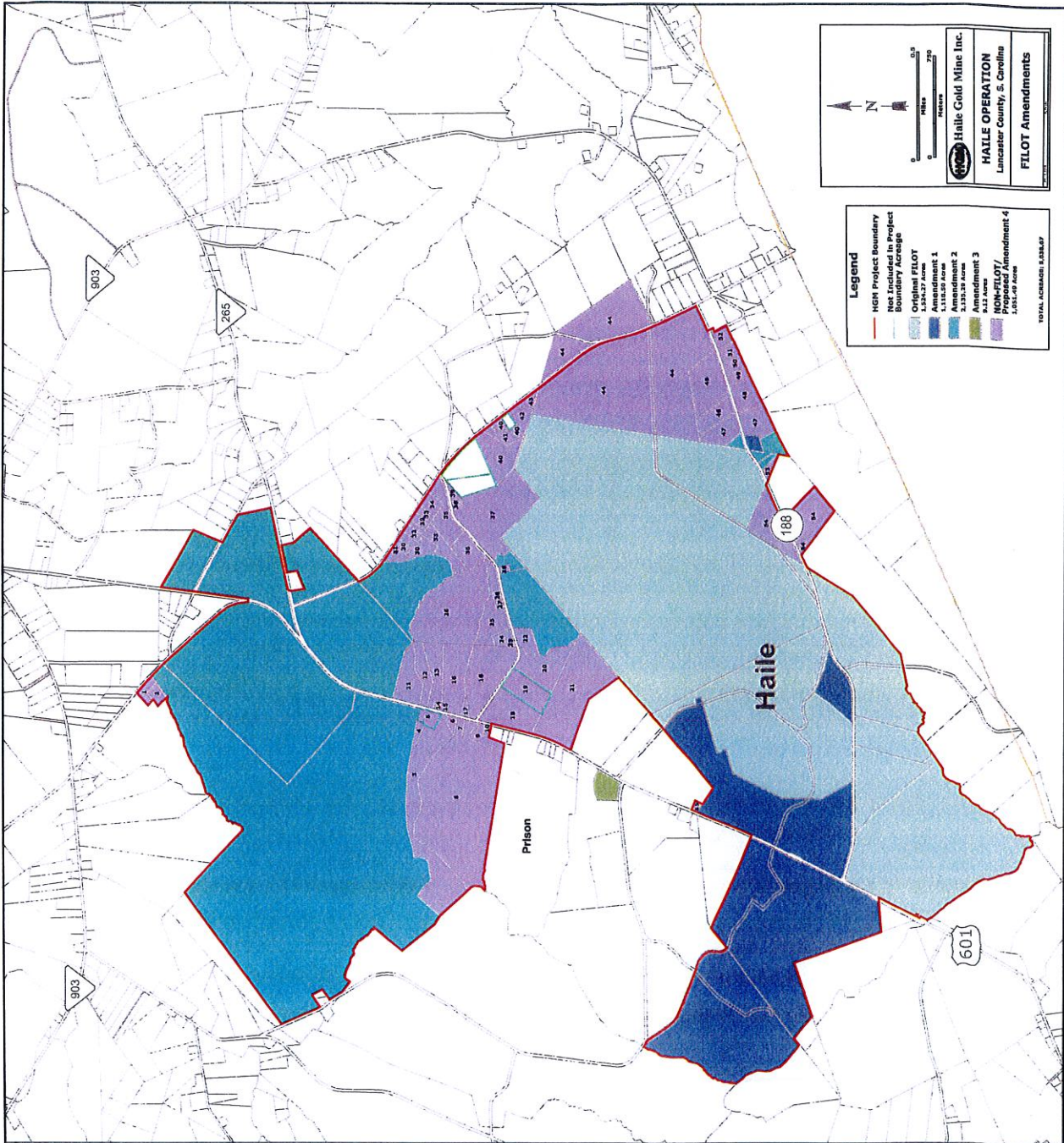
- A.** Whether or not it is appropriate to consider and pass a multifaceted ordinance (2016-1413) relating to the sale of the gold mine properties located in Lancaster County from Haile Gold Mine, Inc. to Oceanagold Exploration (Carolina), Inc.
- B.** The real property parcels associated with the ownership transfer noted in Ordinance 2016-1413 above are part of a Joint Industrial and Business Park (Park) Agreement with Chester County through the passage of, not only the original Agreement (2008), but also the subsequent passage of three prior amendments over the years following. This second issue is whether or not it is appropriate to consider and pass an ordinance (2016-1412) associated with the matters referenced in A above so as to come into agreement with Chester County that these matters should become a part of the Park Agreement.

Points to Consider: The gold mine operation and real properties located in lower Lancaster County recently have been sold. The purpose of these ordinances is to approve an assignment of the existing Fee Agreement, to approve an assignment of the obligations noted within the Fee Agreement, to add additional real properties to the Fee Agreement and to correct certain scrivener's errors existing in the legal property descriptions and the tax map number identifiers. The terms and conditions of the 4th Amendment to the Fee Agreement contain no material changes but for the addition of various parcels noted within the Amendment.

Funding and Liability Factors: N/A

Committee / Council Options: Either recommend and pass the two ordinances or reject either or both of the ordinances.

Recommendation: The Administration Committee has recommended unanimously Council's passage of both ordinances.



Haile Gold Mine Inc
Proposed Amendment 4 of FILOT

REFERENCE NUMBER	PROPERTY	PURCHASE PRICE	TAX MAP#	SURVEY DATE	CLOSING DATE	DEED RECORDED	FILOT	ACRES
1	T HUDSON w/HOME	\$ 207,928.96	0119-00-005.00,003.00	11/5/2010	11/17/2010	11/17/2010	4th ADMT	3.62
2	R AUTRY w/HOME	\$ 144,314.69	0119-00-004.00	11/4/2010	10/25/2010	10/28/2010	4th ADMT	3.19
3	WILLIAM CATOE & MICHAEL CATOE	\$ 380,042.74	0136-00-002.00, 0135-00-003.01	4/21/2011	5/5/2011	5/5/2011	4th ADMT	57.29
4	GENE LOVELAND w/HOME	\$ 222,441.36	0136-00-001.01	9/21/2010	3/3/2011	3/3/2011	4th ADMT	2.17
5	RICHARD HILTON	\$ 161,035.48	0136-00-001.00	9/21/2010	8/12/2016	8/12/2016	4TH ADMT	4.34
6	KENNETH CAUTHEN w/HOME	\$ 196,076.41	0136-00-003.00	11/20/2011	12/14/2010	12/14/2010	4th ADMT	1.65
7	P ROBINSON w/HOME	\$ 113,650.98	0136-00-005.00	11/20/2011	11/30/2010	11/30/2010	4th ADMT	2.02
8	CALVARY CHURCH (TUTTLE)	\$ 415,411.06	0135-00-003.00	3/5/2011	12/10/2010	12/13/2010	4th ADMT	132.40
9	P LUGO w/HOME	\$ 121,193.16	0136-00-035.01	11/20/2011	12/3/2010	12/6/2010	4th ADMT	5.00
10	RICKY POSTON w/HOME	\$ 123,645.58	0136-00-035.00	11/20/2011	12/17/2010	12/17/2010	4th ADMT	0.97
11	J MONTGOMERY	\$ 91,951.90	0136-00-009.01	11/15/2010	11/22/2010	11/23/2010	4th ADMT	15.64
12	WARREN KNIGHT w/HOME (4)	\$ 204,004.32	0136-00-009.02	11/15/2010	12/13/2010	12/13/2010	4th ADMT	9.99
13	JUSTINE HILTON w/HOME	\$ 661,370.40	0136-00-009.00	3/10/2011, 3/25/2011	4/13/2011	4/13/2011	4th ADMT	12.73
14	WJ HILTON	\$ 7,738.27	0136-00-007.00	11/21/2011	12/30/2010	12/30/2010	4th ADMT	0.75
15	J CATOE, M CATOE w/HOME	\$ 64,382.46	0136-00-006.00	11/21/2011	11/17/2010	11/17/2010	4th ADMT	0.76
16	R HYPES	\$ 161,359.81	0136-00-010.00	3/25/2011	12/8/2010	12/8/2010	4th ADMT	22.99
17	P WALTERS w/HOME	\$ 153,831.92	0136-00-008.00	11/21/2011	12/9/2010	12/9/2010	4th ADMT	1.41
18	T RAY 1 w/HOME (12)	\$ 1,319,815.64	0136-00-036.00	11/11/2010	10/22/2010	10/22/2010	4TH ADMT	30.61
18	D NAVLYT (FANNING) w/HOME	\$ 103,274.65	0136-00-036.04	PENDING	11/4/2010	11/8/2010	4th ADMT	1.50
18	GUARDIAN FIDELITY MORTGAGE w/HOME	\$ 29,470.08	0136-00-067.00	PENDING	11/8/2010	11/8/2010	4th ADMT	1.05
18	TONY RAY 2 w/HOME (2)	\$ 235,718.15	0136-00-036.00	11/11/2010	11/18/2010	11/18/2010	4th ADMT	-
18	TONY RAY (L BROWN) w/HOME	\$ 163,714.65	0136-00-036.00	11/11/2010	12/22/2010	12/22/2010	4th ADMT	-
18	JAMES RONEY (T RAY) w/HOME	\$ 168,642.15	0136-00-036.00	11/11/2010	2/10/2011	2/17/2011	4th ADMT	-
19	TERESA MCDONALD	\$ 930,783.30	0136-00-036.03	PENDING	9/25/2012	PENDING	4TH ADMT	15.00
20	J GORDON	\$ 90,947.84	0136-00-036.05	10/4/2010	10/29/2010	10/29/2010	4th ADMT	22.16
21	PAULETTE HENDRIX	\$ 805,688.72	0136-00-036.01	10/4/2010	2/18/2012	PENDING	4th ADMT	60.66
22	BILLY POSTON w/HOME	\$ 289,598.55	0136-00-034.00	11/19/2011	1/13/2011	1/13/2011	4th ADMT	6.35
23	J POSTON w/HOME	\$ 60,273.90	0136-00-033.04	11/19/2011	11/2/2010	11/2/2010	4th ADMT	0.94
24	KAYE CATOE w/HOME	\$ 103,525.55	0136-00-033.11	11/19/2011	1/6/2011	1/6/2011	4th ADMT	3.04
25	MICHAEL WILLIAMS w/HOME	\$ 501,329.58	0136-00-033.07,033.08	12/2/2010	12/30/2010	12/30/2010	4th ADMT	17.51
26	AMERICAN TIMBERLAND	\$ 549,471.35	0136-00-011.00	5/11/2011	4/13/2012	PENDING	4th ADMT	63.71
27	DANNY BLACKWELL	\$ 20,464.21	0136-00-033.00	2/16/2011	3/8/2011	3/8/2011	4th ADMT	0.93
28	M ROBERTS w/HOME	\$ 52,196.79	0136-00-033.05	11/19/2011	11/22/2010	11/23/2010	4th ADMT	0.93
29	WILLIAM HAYES w/HOME	\$ 165,891.69	0136-00-033.06	11/21/2011	12/28/2010	12/28/2010	4th ADMT	0.97
30	P FAULKENBERRY w/HOME	\$ 279,774.16	0136-00-012.00,014.07	10/3/2011	11/18/2010	11/18/2010	4th ADMT	12.87
31	J SCOTT w/HOME	\$ 209,134.55	0136-00-014.00	12/13/2010	11/11/2010	11/11/2010	4th ADMT	0.36
32	T BRANHAM w/HOME	\$ 299,726.57	0136-00-014.04	10/3/2011	11/23/2010	11/23/2010	4th ADMT	2.41
33	S ROLLINGS w/HOME	\$ 274,755.97	0136-00-014.03,014.05	10/3/2011	12/3/2010	12/3/2010	4th ADMT	15.48
34	S SCOTT w/HOME	\$ 455,675.33	0136-00-014.02	12/13/2010	11/18/2010	11/18/2010	4th ADMT	4.43
35	H SCOTT w/HOME	\$ 324,870.75	0136-00-014.01	12/13/2010	11/30/2010	11/30/2010	4th ADMT	13.83
36	J SCOTT	\$ 25,471.98	0136-00-014.06	12/13/2010	11/16/2010	11/17/2010	4th ADMT	10.26
37	W BARTELL	\$ 169,686.99	0136-00-032.00	11/17/2010	11/24/2010	11/24/2010	4th ADMT	53.70
38	K Bartell w/HOME	\$ 430,590.45	0136-00-015.01	11/17/2010	10/26/2010	10/26/2010	4th ADMT	1.10
39	W BARTELL w/HOME	\$ 575,037.84	0136-00-015.00	11/17/2010	11/4/2010	11/4/2010	4th ADMT	1.84
40	MARY BARTELL	\$ 109,056.40	0136-00-031.02	12/15/2010	5/12/2011	5/12/2011	4th ADMT	21.81
41	W BARTELL	\$ 28,290.78	0136-00-031.00	11/17/2010	11/24/2010	11/24/2010	4th ADMT	9.21
42	L FISHER w/HOME	\$ 229,308.12	0136-00-031.04	11/21/2011	11/8/2010	11/8/2010	4th ADMT	6.01
43	RONNY HINSON w/HOME	\$ 269,487.42	0136-00-029.00	11/21/2011	12/2/2010	12/2/2010	4th ADMT	2.80
44	CULVERN	\$ 3,484,898.23	0136-00-039.00	10/29/2010	11/12/2010	11/12/2010	4th ADMT	260.31
45	WILLIAM & MARCENE FIELDS	\$ 675,079.83	0140-00-008.00	1/7/2011	2/16/2012	PENDING	4th ADMT	24.32
46	T ROBINSON w/HOME	\$ 191,874.47	0140-00-007.00	2/24/2011	12/10/2010	12/13/2010	4th ADMT	9.35
47	GERALD TOWNSEND w/HOME	\$ 317,144.58	0140-00-006.00	2/24/2011	3/21/2011	3/21/2011	4th ADMT	22.79
48	PHILLIP HINSON w/HOME	\$ 191,344.53	0140-00-016.00	11/10/2010	12/10/2010	12/13/2010	4th ADMT	10.59
49	RICHARD THOMPSON	\$ 55,508.50	0140-00-015.00	1/13/2011	1/25/2011	1/25/2011	4th ADMT	3.66
50	KEVAN THOMPSON	\$ 55,508.50	0140-00-015.01	1/13/2011	1/25/2011	1/25/2011	4th ADMT	3.66
51	JANE THOMPSON	\$ 55,508.50	0140-00-015.02	1/13/2011	1/25/2011	1/25/2011	4th ADMT	3.67
52	R ROBERTS w/HOME	\$ 145,361.08	0140-00-011.01,010.00	10/4/2010	10/14/2010	10/15/2010	4TH ADMT	4.53
53	MARY BARTELL w/HOME	\$ 530,463.79	0140-00-022.00	4/29/2011	5/12/2011	5/12/2011	4th ADMT	2.03
54	B STROUD w/HOME	\$ 1,067,631.24	0140-00-003.00,004.00,024.00,025.00	1/27/2010	12/8/2010	PENDING	4th ADMT	47.19
55	EUGENE ROGERS w/HOME	\$ 163,840.67	0135-00-016.03	4/15/2012	3/3/2011	3/3/2011	4th ADMT	1.00
FILOT-Proposed 4 Amendment Total								1,051.49

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2016-1412

COUNTY OF LANCASTER

)

)

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	Tentative
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 Kennith 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 Kennith 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 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

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ORDINANCE NO. 2016-1413

COUNTY OF LANCASTER

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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	Tentative
Second Reading:	September 12, 2016	Tentative
Public Hearing:	September 12, 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 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.

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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

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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

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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

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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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Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Jack Estridge
Department:	Council
Date Requested to be on Agenda:	August I&R Meeting
	August 22, 2016 Council meeting

Issue for Consideration:

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

Points to Consider:

Previously the Town of Kershaw had been allowing the KCPC to utilize office space the town owned. That space is being withdrawn so that the town can make needed renovations to the building (old library).

The KCPC has requested to utilize vacant office space in the Kershaw Government Complex. The space was formerly occupied by York TECH.

The request from KCPC is attached.

Funding and Liability Factors:

If Council decides to move forward on this I would recommend a no cost short-term lease of office space until the town space can be renovated.

KCPC would need to comply with our insurance requirements.

Council Options:

Approve or reject a lease to KCPC with terms to be recommended by the I&R Committee.

Staff Recommendation:

In order to assist the Town of Kershaw provide a no-cost lease for a term not to exceed two years with a proviso that once the Town completes renovations the KCPC will return to town space within ninety (90) days.

Committee Recommendation:

To be determined.

Steve Willis

From: Steve Willis
Sent: Saturday, July 23, 2016 8:55 AM
To: Mitch Lucas
Subject: Fwd: KCPC (Kershaw Community Park Council) office space

Mitch,

Sometime next week I need to give you a call about the Kershaw Community Park Council. As you can see from the e-mail string below they want to use some space at the Kershaw Government Center. That is not a problem but the timing may be. My main question is would the Town request the space and then what you do with it is up to the Town? The potential downside is if something happens there now the Town has been drug into the issue as the landlord; not sure there is enough interest for that.

Will call next week; have a good weekend,
Steve

Sent from my iPhone
Steve Willis

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NOTICE: All email correspondence to and from this address may be subject to public disclosure under the SC Freedom of Information Act.

Begin forwarded message:

From: Steve Willis <swillis@lancastercountysc.net>
Date: July 21, 2016 at 18:21:57 EDT
To: 'Jack Estridge' <jackestrIDGE@yahoo.com>
Subject: RE: KCPC (Kershaw Community Park Council) office space

Councilman,

When Ernie and I spoke the other day I thought this group was affiliated with the Town of Kershaw since they do the work for Stevens Park. Since they are a 501C group we would have to go through 3 readings of an ordinance and a public hearing to lease space to them for \$1 like we did for Red Cross at the EOC and what I presume they did for HOPE years ago. We have to do the HOPE lease renewals by ordinance. If this would be OK with you and the group I could check with Mitch and see if the town wanted the office space. Another government entity using the space is something I can

just approve with a single notice to Council. Who the Town lets use the space is up to them.

Either method will work; one is just quicker and easier than the other as the ordinance would mean we couldn't wrap everything up for a few months. This would go to the August I&R meeting with ordinance readings in late August and the two September meetings.

Just let me know which way you want me to proceed. Ernie said the group will soon be homeless since they are closing down the old library.

Thanks,
Steve

From: Jack Estridge [<mailto:jackestrIDGE@yahoo.com>]
Sent: Thursday, July 21, 2016 3:10 PM
To: Steve Willis
Cc: Ernie Green; kershawpark@gmail.com; bevtim@windstream.net
Subject: Re: KCPC (Kershaw Community Park Council) office space

Steve,
Beverly Timmons called me this morning and explained the situation they were in (KCPC). Read her request in the email that follows.
She is asking to use the vacant office space in the complex building (Fork Hill Rd). I would like to see this space used by Kershaw Community Park Council. However I understand it would be a decision for council. If you have any more questions please get in touch with Beverly.

Is there anything more that they need or have to do to help make this happen? If not, then I would like for you to bring this to council as a discussion/action item for our consideration and approval at the August 8th council meeting.

Thanks,
Jack Estridge

From: Beverly Timmons <bevtim@windstream.net>
To: jackestrIDGE@yahoo.com
Cc: Ernie Green <egreen@yorktech.com>; kershawpark@gmail.com
Sent: Thursday, July 21, 2016 2:35 PM
Subject: KCPC (Kershaw Community Park Council) office space

Good afternoon Jack,

Thank you for returning my phone call this morning and for assisting us with this need. The KCPC is an official Non-Profit organization, chartered by the State of SC,

that has been operating out of the Kershaw Memorial Library Building office space. (formerly used by Rep. Jimmy Neal). The Town has provided the space for us at no cost. Due to needed repairs on the building, the Town is closing the building as of September 1st and we are in need of new office space. Ernie Green is of course, very familiar with the office space that was used by York Tech in the County Building on Fork Hill Road in Kershaw. Currently, that office space is empty and there are no plans for any other groups to use that space. Ernie has checked with other agencies who potentially might use that space and they all said they were not in need of it. The size and location would be perfect for our organization to house its' operations. We would appreciate it if the County Council would approve the use of that office space for the KCPC.

Just to give you more information, the Mission of the KCPC is "To Promote the Development and Revitalization of Stevens Park". Stevens Park is an 18.6 acre wooded and recreational area owned by the Town of Kershaw. Our Vision is "A Full Park Every Day". We became formally organized in 2009 and became an official 501c3 organization in Jan of 2012, after beginning our project with the building of a historical children's playground in the park during the summer of 2008. We are a community minded organization and we are committed to providing good opportunities for health, fitness, outdoor education and recreation for individuals, children and adults, and families for the southern end of Lancaster County and the surrounding areas.

We employ one very part time administrative personnel, and have all our own furniture and office equipment. We just need a space from which to work. We have been, and are currently actively promoting and pursuing our dream for this amazing park acreage. We have had the support of so many in the community, including individuals, businesses and local corporations, and have put much grant funded money to good use in rebuilding the park and providing opportunities for its use by everyone. Our volunteer Board of Directors is very active and contributes volunteer labor and funds. We have and continue to receive support from the Town of Kershaw in this revitalization mission.

Please let me know if you have any questions. We very much appreciate your assistance in bringing our need and request to the Council Membership. We need to have space to move into prior to September 1st.

Thank you sincerely,
Beverly Timmons
President, KCPC Board of Directors

Office: 803 475-9664
Home: 803-475-6767
Mobile: 803 427-4743

BRIAN CARNES
Lancaster County Council, District 7

August 15, 2016

Ordinance 2015-1386
Rezoning of Avondale development on Harrisburg Road

Mr. Chairman – I ask that you accept this notice and that it be made a part of the Council packet for the August 22, 2016 Council meeting.

It is my intention at the Council meeting on September 12, 2016 to offer for the Council's consideration a **Motion to Rescind** the action taken by Council on July 18, 2016 regarding Ordinance 2015-1386. I would appreciate the opportunity on August 22 to briefly explain my reasons for my upcoming motion.

A brief history of the Council's prior actions on the ordinance follows:

1. December 14, 2015 – 1st Reading – rezoning **passed Council**, 7 Yes & 0 NO.
2. January 11, 2016 – 2nd Reading – rezoning **failed Council**, 3 YES & 4 NO.
3. June 13, 2016 – Motion to Rescind Council's 1/11/16 vote on rezoning that failed – **passed Council**, 4 YES & 3 NO. (*2nd Reading revived*)
4. July 18, 2016 – Motion to Rescind Council's 6/13/16 vote to stop Council's further consideration of the rezoning ordinance – **passed Council**, 4 YES & 3 NO. (*2nd Reading killed*)

Should my Motion to Rescind on September 12, 2016 receive a second and be passed by Council, the effect would be to reverse Council's vote on July 18, 2016, thereby leaving in place the action/vote of Council taken on June 13, 2016. The June 13, 2016 vote of Council approved a 2nd Reading consideration of the rezoning ordinance.

Should my Motion to Rescind pass, Ordinance 2015-1386 would be on the table for Council's 2nd Reading consideration on September 26, 2016. Should 2nd Reading on September 26, 2016 pass, I ask that the Clerk to Council advertise the ordinance for an additional Public Hearing when the rezoning ordinance is scheduled for 3rd Reading.

Brian Carnes

§35. RESCIND; AMEND SOMETHING PREVIOUSLY ADOPTED

By means of the motions to *Rescind* and to *Amend Something Previously Adopted*—which are two forms of one incidental main motion governed by identical rules—the assembly can change an action previously taken or ordered. *Rescind*—also known as *Repeal* or *Annul*—is the motion by which a previous action or order can be canceled or countermanded. The effect of *Rescind* is to strike out an entire main motion, resolution, order, or rule that has been adopted at some previous time. *Amend Something Previously Adopted* is the motion that can be used if it is desired to change only a part of the text, or to substitute a different version.

Standard Descriptive Characteristics

The motions to *Rescind* and to *Amend Something Previously Adopted*:

1. Take precedence over nothing, and can therefore be moved only when no other motion is pending. *Previous notice* (pp. 121–24) of intent to offer one of these motions at the next meeting can be given while another question is pending, however—provided that it does not interrupt a speaker (see Standard Characteristic 7). These motions yield to subsidiary, privileged, and incidental motions.
2. Can be applied to anything (e.g., bylaw, rule, policy, decision, or choice) which has continuing force and effect and which was made or created at any time or times as the result of the *adoption* of one or more main motions. (However, see below for actions that cannot be rescinded or amended.) All of the subsidiary motions can be applied to the motions to *Rescind* and to *Amend Something Previously Adopted*.

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Debbie Hardin

Department: Administration

Date Requested to be on Agenda: August 22, 2016

Issue for Consideration:

Board and Commission appointments

Points to Consider:

Health and Wellness Commission: Open position for District 7. Ms. Lauren Thomas has been nominated to serve the unexpired term ending June 30, 2018.

Catawba Regional Workforce Development Board: Open position representing Economic Development – Mr. Jamie Gilbert. (See attached Lancaster County Board Member representatives and terms).

Funding and Liability Factors:

n/a

Council Options:

Appoint to the respective boards as indicated above or appoint other nominees.

Recommendation:

Appoint as nominated.

Lancaster County Workforce Development Board Members

Name	Term	Date of Appointment	Expiration Date	Notes	County
Jerry Witherspoon	5th	2/24/2003	12/31/2018		Lancaster
Monica Graham	4th	7/26/2004	12/15/2017		Lancaster
Dean Faile	2nd	3/3/2008	12/31/2017		Lancaster
Bruce Barre	2nd	12/15/2011	12/31/2017		Lancaster
Amy Harned	1st	filling unexpired term	12/31/2016		Lancaster
** Vacant				previously filled by Econ Dev	Lancaster
* Michael Rallings	4th	2/2/2004	12/31/2016	Labor Rep/not county appt.	Lancaster

* Michael Rallings is a Labor Representative and not selected by the county. The County Council does make the official appointment since he lives in Lancaster County.

** The vacant slot was previously filled by an Economic Development staff person. It is preferable that it be filled with another Economic Development person but could be filled by another businesses representative.



**Lancaster
County
Fire Rescue**

P O B ox 1809
L ancaster, S C
29721

B usiness P hone
803-283-8888

F ax
803-283-6333

E-mail
LCFIRE@comparium.net



Proud and Progressive

TO: Debbie Hardin, Clerk to Council

FROM: Rocky A. Hudson, Fire Commission Chairman RAH

DATE: July 27, 2016

SUBJECT: Replacement for Fire Commission—Riverside

The Lancaster County Fire Commission respectfully submits the name of a new member from the Riverside fire district for approval by the Lancaster County Council. This member will replace the current member who is unable to fulfill the remainder of their term through June 2017.

Riverside Fire Department
Stephen G. Gardner
2428 Riverside Road
Lancaster, SC 29720

If you have questions or need any additional information, please contact the Fire Rescue office.

RAH/dmg

cc: Darren Player, Lancaster County Fire Rescue



August 3, 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.

From time to time, Time Warner Cable makes certain changes in the services that we offer in order to better serve our customers. The following changes are planned:

On or after August 2nd, 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 about August 5th, temporary channels for additional Olympics programming from NBC will be available with Standard TV on channels 425 and 426.

On or about August 12th, 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 about August 17th, 3D Channels 671-673 will no longer be available.

On or after September 1st, WZRB will be available in HD on channel 13 and 1212 in the Columbia area channel lineups.

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 cursive script that reads "Ben Breazeale".

Ben Breazeale

Sr. Director of Government Relations

MEETINGS & FUNCTIONS – 2016

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, August 22 nd	5:00 p.m.	Council Workshop
	6:30 p.m.	Council Meeting Council Chambers, Administration Building
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
Monday, September 26 th	6:30 p.m.	Council Meeting Council Chambers, Administration Building
Wednesday, October 19 th Thursday, October 20 th		SCAC Institute of Government Classes SCAC County Council Coalition – Columbia

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 month 7:00 p.m. ... Fire Commission, Covenant Street EOC Building
 2nd and 4th Tuesday of each month 9:00 a.m. ... Development Review Committee, Council Chambers
 2nd Tuesday of each month 6:30 p.m. ... Zoning Appeals Board, County Council Chambers
 2nd Tuesday of each month 6:30 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 Tuesday 6:00 p.m. ... Historical Commission, Library Conference Room
 3rd Thursday of each month 6:30 p.m. ... Community Relations Commission, County Council Chambers
 1st Thursday of each month 5:00 p.m. ... Planning Commission work session, County Council Chambers
 3rd Tuesday of each month 6:30 p.m. ... Planning Commission, County Council Chambers