

Lancaster County Council Regular Meeting Agenda

Monday, September 26, 2016

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

1. **Call to Order Regular Meeting – Chairman Bob Bundy** 6:30 p.m.
2. **Welcome and Recognition – Chairman Bob Bundy**
3. **Pledge of Allegiance and Invocation – Council Member Larry McCullough**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special presentation**

Cane Creek Watershed Board report by Donnie Little, Chairman – pg. 5

6. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
7. **Consent Agenda**

- **Minutes of the September 12, 2016 Regular Council meeting – pgs. 6-12**

8. **Non-Consent Agenda**

a. **Resolution 0934-R2016 Inducement Resolution for Project 5**

A Resolution to state the commitment of Lancaster County to enter into a fee agreement with Project 2016-5, and/or its designee or nominee; to provide the general terms of the fee agreement including the provision of Special Source Revenue Credits; to identify the project for purposes of the Fee in Lieu of Tax Simplification Act; 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. 13-16**

b. **Resolution 0935-R2016 Assessment Roll for Walnut Creek**

A Resolution approving the 2016 Assessment Rolls for the Walnut Creek Improvement District, Lancaster County, South Carolina. *(The Assessment Roll is on the website – www.mylancastersc.org or with the Clerk to Council) John Weaver – pgs. 17-18*

c. **3rd Reading of Ordinance 2016-1402 regarding a Local Hospitality Tax**

Ordinance Title: An Ordinance to establish a local hospitality tax to apply to all establishments which sell prepared meals and beverages located in the unincorporated areas of Lancaster County. *(Favorable – I&R Committee) Passed 5-2 at the August 8, 2016 Council Meeting. Jack Estridge and Bob Bundy opposed. Steve Willis – pgs. 19--28*

d. **3rd Reading of Ordinance 2016-1411 rezoning of property of Kim Lineberger, 1456 Kershaw Camden Highway to I-2 Heavy Industrial District**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Kim Lineberger, located at 1456 Kershaw Camden Highway from I-1, Light Industrial District to I-2, Heavy Industrial District; and to provide for other matters related thereto. *(Favorable – Administration Committee). Passed 6-0 at the September 12, 2016 Council Meeting. Penelope Karagounis – pgs. 29-30*

e. **Public Hearing and 3rd Reading of Ordinance 2016-1412 Fourth Amendment to the Haile Gold Mine Agreement for Development of a Joint Industrial and Business Park**

Ordinance Title: An Ordinance to approve a fourth amendment to the agreement for the Development of a Joint Industrial and Business Park dated as of December 1, 2008 between the County and Chester County so as to add to the agreement certain Haile Gold Mine Inc. property; to correct scrivener's errors in certain legal descriptions and tax map number identifiers for certain property previously added and covered by the agreement; and to provide for other matters related thereto. *(Favorable – Administration Committee) Passed 6-0 at the September 12, 2016 Council Meeting. John Weaver – pgs. 31-55*

f. **Public Hearing and 3rd Reading of Ordinance 2016-1413 Haile Gold Mine Fee Agreement**

Ordinance Title: An Ordinance to ratify and approve the transfer of certain property and related interest in a fee agreement by Haile Gold Mine Inc. to Oceanagold Exploration (Carolina) Inc.; to authorize and approve a Fourth Amendment to the Fee Agreement between Lancaster County and Haile Gold Mine Inc.; to provide for the form of the Fourth Amendment; to authorize certain officials to execute and deliver the Fourth Amendment; and to provide for other matters related thereto. *(Favorable – Administration Committee) Passed 6-0 at the September 12, 2016 Council Meeting. John Weaver - pgs.56-87*

g. **2nd Reading of Ordinance 2016-1414 rezoning of property of Shelby Snipes, 2575 Lynwood Drive to R-15S Moderate Density Residential/Manufactured Housing/Agricultural District**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Shelby Snipes, located at 2575 Lynwood Drive from R-15, moderate density residential/Agricultural District to R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District; and to provide for other matters related thereto. *Planning Commission approved 5-1. Passed 6-0 at the September 12, 2016 Council Meeting. Penelope Karagounis – pgs. 88-89*

h. 2nd Reading of Ordinance 2016-1415 rezoning of property off York Street owned by Sharon Horne, represented by Stephen Waters to B3, General Commercial District

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Sharon C. Horne, represented by Stephen Waters, located off S. York Street +/- 250 feet, northeast of the intersection with 7th Street from R-15D, Moderate Density Residential/Manufactured Housing/Agricultural District to B-3, General Commercial District/ and to provide for other matters related thereto. *Planning Commission approved 6-0. Passed 6-0 at the September 12, 2016 Council Meeting. Penelope Karagounis – pgs. 90-91*

i. 2nd Reading of Ordinance 2016-1416 rezoning of property of Mr. Danny Blackwell, located east of the intersection of Fork Hill Road and Little Dude Road to MF, Multiple-Family Agricultural District

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Danny R. Blackwell (Blackwell LTD.) located East of the intersection of Fork Hill Road and Little Dude Road from R-45A, Rural Residential/Intense Agriculture District to MR, Multiple-Family District; and to provide for other matters related thereto. *Planning Commission recommended approval 6-0. Passed 6-0 at the September 12, 2016 Council Meeting. Penelope Karagounis – pgs. 92-93*

j. 2nd Reading of Ordinance 2016-1417 rezoning of property of Danny R. Blackwell, located off 3rd Street, Kershaw to MF, Multiple Family Agricultural District

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Danny R. Blackwell, located off East 3rd Street, from +/- 1,550 feet east of the intersection of Kershaw Camden Highway from R-45A, Rural Residential/Intense Agricultural District to MF, Multiple-Family District; and to provide for other matters related thereto. *Planning Commission recommended approval 6-0. Passed 6-0 at the September 12, 2016 Council Meeting. Penelope Karagounis – pgs. 94-95*

k. Public Hearing and 1st Reading of Ordinance 2016-1418 regarding Bretagne Development Agreement

Ordinance Title: An Ordinance to approve a first amendment to the Development Agreement for Bretagne Phases 1, 2 and 3; to authorize certain county officials to execute and deliver the first amendment to the Development Agreement for Bretagne Phases 1, 2 and 3; and to provide for other matters related thereto. *Planning Commission approved 7-0 with conditions. (Favorable – I&R Committee) John Weaver – pgs. 96-193*

9. Discussion and Action Items

a. Committee Reports

1. Public Safety – Committee Chair Steve Harper
2. I&R Committee – Committee Chair Larry Honeycutt
3. Administration Committee – Committee Chair Brian Carnes

10. Appeal of Two Capital Partners

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. 2nd Reading of Ordinance 2016-1404 Sun City Carolina Lakes Improvement District Assessment Refunding Revenue Bonds
- d. 2nd Reading of Ordinance 2015-1386 – Avondale rezoning
- e. 2nd Reading of Ordinance 2015-1369 – Avondale PDD
- f. 2nd Reading of Ordinance 2015-1370 – Avondale Development Agreement
- g. 1st Reading of Ordinance 2016-1408 regarding storm water – *deferred at the July 18, 2016 meeting*
- h. 1st Reading of Ordinance 2016-1409 regarding storm water fees – *deferred at the July 18, 2016 meeting*

12. Miscellaneous Reports and Correspondence – pg. 194-196

- a. Time Warner Cable
- b. Lancaster Area Ride Service (LARS) update

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

14. Executive Session

- Discussion of an Economic Development Matters - Project 11 and Project 12
SC Code §30-4-70(2)

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

15. Calendar of Events – pg.

16. Adjournment

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

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

Dam Rehabilitation Report:

There was a federal law passed in 1954 that authorized the building of flood-control dams with local sponsorship. Lancaster County was the first to have Watershed Districts under a corresponding state law. Watershed Districts are Special Purpose Districts under state law.

In South Carolina, the U.S. Department of Agriculture's Natural Resources Conservation Service (then called the Soil Conservation Service) provided technical and design information. Local sponsors, mostly Watershed Districts gained and held the easements to construct the dams and flood the lake basin. The land was not taken from the private landowners – they still own the land. The local sponsors maintain these dams to allow for safe and efficient operation and so the dams can continue to protect the areas downstream from flooding.

In Lancaster County, the Cane Creek Watershed Board of Directors is in charge of four dams which protect the City of Lancaster and areas in the county west and east of the city.

Over the years, the County has funded the required maintenance of the five flood control lakes through the Lancaster Soil and Water Conservation District's budget. The Watershed Boards inspect the dams and vote on expenditures for mowing and fertilizing of the dams, as well as periodic repairs. These funds have assured millions of dollars of protection of homes, roads, and land from flood damages for the areas downstream of the five dams.

Nationwide, many of the watershed dams are reaching the end of their design life. While the dams in Lancaster County are in excellent condition due to the County's regular funding of maintenance work, some over the nation need extensive rehabilitation. A federal law passed recently allowed Watershed Boards to apply for rehabilitation funds.

The Cane Creek Watershed Board had the last one of their watershed dams accepted for an assessment. The assessment was performed without local or state funding by private engineering firms engaged by the Natural Resources Conservation Service. The assessment cost was \$19,800.

The report includes information that we will provide to Lancaster County Emergency Management to assist in planning and execution of safety measures during emergencies. We are pleased to be able to present Emergency Management with the report to assist them in protecting lives and property of the citizens in Lancaster County. Thank you for your support of the Watershed Boards in Lancaster County.

DRAFT

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

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

Monday, September 12, 2016

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

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

Call meeting to order

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

Welcome and Recognition/Pledge of Allegiance and Invocation

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

Approval of the agenda

Brian Carnes moved to approve the agenda as written. Seconded by Charlene McGriff. Passed 6-0.

DRAFT

Special presentations

Chairman Bob Bundy recognized Janine Gross, Diane Rashall, and Bernie Large for their outstanding volunteerism to the Animal Shelter with a Thumbs Up certificate.

Citizens Comments

Phyllis Sylar, 2087 Clover Hill, Indian Land, asked about comments regarding the Two Capital projects appeal.

John Weaver explained that since Council was hearing the appeal as a quasi-judicial board, no citizen's comments would be allowed regarding the appeal.

Sarah Phillips, 2045 Robert H. Kirk Road, Lancaster, spoke regarding trap/neuter return and spay/neuter policies for the Animal Shelter.

Drew Rhodes, 5018 Karriker Court, Indian Land, spoke regarding Avondale, agenda item 9a.

Gary Holland, 8728 Collins Road, Indian Land, spoke regarding Rule of Law and Ordinance 650. He also noted two pending items 2015-1369 and 2015-1370 that should be added to item 10, Status of items tabled, recommitted, deferred or held on the agenda.

Jane Tanner, 7041 Whittingham Drive, Indian Land, spoke regarding Avondale, agenda item 9a.

Waylon Wilson, 15117 Legend Oaks Court, Indian Land, spoke regarding Red Ventures and roll back / agricultural taxes.

Don Carrier, 1302 John Everall Road, President of the Beekeepers Association, spoke regarding the Zika virus and asked for 48 hours notice if the county has to spray.

Consent Agenda

- a. Minutes of the following meetings**
- b. 3rd Reading of Ordinance 2016-1410 rezoning of property of Sergey V. Kalashnick, 4309 Great Falls Highway to B-2 Community Business District**
- d. 3rd Reading of Ordinance 2016-1407 add property to the Multi-County Park Agreement for Chesterfield County**
- e. 2nd Reading of Ordinance 2016-1411 rezoning of property of Kim Lineberger, 1456 Kershaw Camden Highway to I-2 Heavy Industrial District**

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

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

Larry Honeycutt moved to approve Consent Agenda items 7a,b,d,e,f,g. Seconded by Charlene McGriff. Passed 6-0. Jack Estridge requested that **Consent Agenda Item 7c – 3rd Reading of Ordinance 2016-1405 Fee Agreement by and among Lancaster County (Red Ventures) RV-Imagitas, LLC and Lancaster Real Estate Group, LLC** be moved to the Non-Consent Agenda for discussion.

Non-Consent Agenda

3rd Reading of Ordinance 2016-1405 Fee Agreement by and among Lancaster County, (Red Ventures) RV-Imagitas, LLC and Lancaster Real Estate Group, LLC

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

Charlene McGriff moved to approve 3rd Reading of Ordinance 2016-1405. Seconded by Jack Estridge. Passed 5-1. Jack Estridge opposed.

Resolution 0931-R2016 Gift of Service Sidearm

Resolution Title: A resolution expressing appreciation to Sheriff's investigator Phil Crawford and authorizing a gift to him by Lancaster County of his service sidearm on the occasion of his retirement.

Larry Honeycutt moved to approve Resolution 0931-R2016. Seconded by Brian Carnes. Passed 6-0.

Resolution 0932-R2016 Edgewater II Improvement District Assessment Roll

Resolution Title: A Resolution approving the updated 2016 Assessment Roll for the Edgewater II Improvement District, Lancaster County, South Carolina.

John Weaver explained that these (Resolution 0932-R2016 and 0933-R2016) are annual assessment rolls for Edgewater I and II Improvement Districts.

Charlene McGriff moved to approve Resolution 0932-R2016. Seconded by Steve Harper. Passed 6-0.

Resolution 0933-R2016 Edgewater Improvement District Assessment Roll

Resolution Title: A Resolution approving the updated 2016 Assessment Roll for the Edgewater Improvement District, Lancaster County, South Carolina.

Larry Honeycutt moved to approve Resolution 0933-R2016. Seconded by Brian Carnes. Passed 6-0.

**{33 Citizens in attendance}Public Hearing and 3rd Reading of Ordinance 2016-1406
removal of property from the Chester County Multi-County Park Agreement**

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

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

Charlene McGriff moved to approve 3rd Reading of Ordinance 2016-1406. Seconded by Steve Harper. Passed 6-0.

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

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

Larry Honeycutt moved to approve 1st Reading of Ordinance 2016-1414. Seconded by Steve Harper. Passed 6-0.

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

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Sharon C. Horne, represented by Stephen Waters, located off S. York Street +/- 250 feet, northeast of the intersection with 7th Street from R-15D, Moderate Density Residential/Manufactured Housing/Agricultural District to B-3, General Commercial District/ and to provide for other matters related thereto.

Charlene McGriff moved to approve 1st Reading of Ordinance 2016-1415. Seconded by Larry Honeycutt. Passed 6-0.

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

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

Charlene McGriff moved to approve 1st Reading of Ordinance 2016-1416. Seconded by Brian Carnes. Passed 6-0.

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

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

Steve Harper moved to approve 1st Reading of Ordinance 2016-1417. Seconded by Brian Carnes. Passed 6-0.

Discussion / Action Items

Consideration of a Motion to Rescind regarding Ordinance 2015-1386 Avondale

Brian Carnes moved to rescind 2015-1386 Avondale. Seconded by Charlene McGriff. Passed 4-2. Jack Estridge and Bob Bundy opposed.

Councilman Carnes discussed his motion to rescind. He explained that we have a recreation building in Indian Land that is inadequate and noted when they started signing up kids for their Spring and afterschool programs, in two days the current space was filled to maximum capacity. He stated that there are a lot of moving pieces in this puzzle and this part of approving Avondale is the largest because nothing else falls into place unless this falls into place. We have offers from developers that would like to purchase this property on Highway 521 and there are various opinions about whether you sell the property or hold on to it. He stated that Council is charged with doing the best we can with the assets that the county owns and referred to an example when the school district owned the adjoining property on Highway 521 and they caught a lot of opposition when it was sold. He noted that the money from selling that property paid to remodel the high school and middle school. Shortly after that property sold, the market crashed and that property still has not reached the same valuation as it was when it was sold.

Councilman Carnes further noted that we have had request from people wanting to buy this property and the offers have gotten higher but at some point and time we are getting close to capping out the available offers. If all of that falls into place we can move the recreation center, put new ball fields up there and we can take advantage of the other infrastructure improvements that the developer is offering to make.

Charlene McGriff agreed with Councilman Carnes and noted the benefits to the project are for the children, adults and EMS in this area.

Jack Estridge asked if this would automatically mean our EMS will be relocated or would we keep it on Highway 521. He also wanted to know who would be paying for the EMS station as well as the recreation facility. Chairman Bundy stated that those questions could be part of the discussion when considering Avondale. Chairman Bundy also stated that those are good questions to have - are they offering a county EMS/Recreation facility, what are the cost of the development to the county, and the adequacy of the EMS station. Chairman Bundy noted that if this comes back to second reading, staff will provide answers to those questions.

Councilman Honeycutt noted his support for the development and requested that the Development Agreement be revisited for Avondale.

Assistance to Fire Fighters Grant – McDonald Green Volunteer Fire

Brian Carnes moved to approve the McDonald Green Volunteer Fire Assistance to Fire Fighters Grant. Seconded by Steve Harper. Passed 6-0.

Executive Session

Larry Honeycutt moved to go into Executive Session to discuss economic development matters regarding Projects 2016-5, 2016-10 and 2016-11. Seconded by Charlene McGriff. Passed 6-0.

Charlene McGriff moved to come out of Executive Session. Seconded by Brian Carnes. Passed 6-0.

Upon returning to open session, the following action was taken on the items discussed during executive session:

Brian Carnes moved to allow the Economic Development Director to move forward with Project 2016-11 as discussed in Executive Session. Seconded by Jack Estridge. Passed 4-2. Steve Harper and Larry Honeycutt opposed.

DRAFT

Adjournment

Councilman Larry Honeycutt moved to adjourn. Seconded by Brian Carnes. Passed 6-0.

Respectfully Submitted:

Approved by Council September 26, 2016

Debbie C. Hardin
Clerk to Council

Steve Harper, Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) **RESOLUTION NO. 0934-R2016**

A RESOLUTION

TO STATE THE COMMITMENT OF LANCASTER COUNTY TO ENTER INTO A FEE AGREEMENT WITH PROJECT 2016-5, AND/OR ITS DESIGNEE OR NOMINEE; TO PROVIDE THE GENERAL TERMS OF THE FEE AGREEMENT INCLUDING THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO IDENTIFY THE PROJECT FOR PURPOSES OF THE FEE IN LIEU OF TAX SIMPLIFICATION ACT; 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 the Fee in Lieu of Tax Simplification Act, codified as Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act"), to enter into a fee in lieu of tax agreement (the "Fee 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, Project 2016-5, 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 construct and install one or more 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 at least \$36,000,000 and the creation of at least 700 new, full-time jobs; and

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

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the Act and that the Project would serve the purposes of the Act; 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) enter into a negotiated fee-in-lieu of tax agreement with the Company under the Act; (ii) provide for SSRCS against the FILOT Payments to be made by the Company in connection with the foregoing fee-in-lieu of tax arrangements; and (iii) 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 under the Act. For purposes of the Act, this Resolution is an "Inducement Resolution." For purposes of Section 12-44-110 of the Act, this Resolution constitutes preliminary approval by the County prior to the execution of a fee agreement.

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

- a. an investment period of seven (7) years (the "Investment Period"); and
- b. the Company's commitment to invest at least thirty-six million dollars (\$36,000,000.00) in economic development property for the Project, not later than the end of the Investment Period (the "Investment Commitment"); and
- c. the Company's commitment to create, not later than the earlier of either the fifth year following the issuance of an occupancy permit for the main building of the Project or the end of the Investment Period, and thereafter to maintain for as long as the Company is receiving a special source revenue credit, at least seven hundred (700) new full-time jobs (*i.e.*, at least thirty (30) hours per week), with health care benefits and an hourly wage rate not less than the County's average hourly wage rate as published by the South Carolina Department of Revenue (the "Jobs Commitment"). The initial average hourly wage rate is seventeen dollars and forty-seven cents (\$17.47) and will be adjusted periodically beginning in year six of the Fee Agreement. The Company and County will agree upon the number of new full-time jobs that must be created in each year prior to the year in which the seven hundred (700) new full-time jobs must be created and the annual number is included in the Jobs Commitment; and
- d. calculation of FILOT Payments using an assessment ratio of six percent (6%) and a fixed millage rate of 301.1 mills (the millage rate applicable as of June 30, 2016) for the entire term of the Fee Agreement; and
- e. a term of thirty (30) years for the Fee Agreement and for each phase of the Project; and

- f. a special source revenue credit equal to fifty percent (50%) of the FILOT Payments for five (5) consecutive years beginning not later than the fifth year of the Investment Period and a special source revenue credit equal to twenty-five percent (25%) of the FILOT Payments for five (5) consecutive years beginning in the year immediately following the year in which the fifty percent (50%) special source revenue credit ends. If, in the event Company were to add, at a minimum, nine hundred (900) full-time jobs with health-care benefits and an hourly wage rate not less than the County's average hourly wage rate as stated above by the end of the fifth year of the Investment Period, then the County agrees to increase the applicable special source revenue credit beginning in the sixth year of the Investment Period from twenty-five percent (25%) to fifty percent (50%) for a period of five (5) consecutive years. In any year in which the Company fails to meet the Jobs Commitment, the annual special source revenue credit shall be reduced in the same proportion that the Company failed to meet the Jobs Commitment; and
- g. for year eleven of the Fee Agreement, and for each year thereafter, the Company must maintain an investment in economic development property of not less than eighteen million dollars (\$18,000,000.00) and an employment base of at least three hundred fifty (350) full-time jobs (*i.e.*, at least thirty (30) hours per week), with health care benefits and an hourly wage rate not less than the County's average hourly wage rate as published by the South Carolina Department of Revenue. Consequences for failing to maintain the investment and jobs level shall be set in the Fee Agreement; and
- h. the Company's commitment to reimburse the County for its administrative expenses associated with the review, negotiation and preparation of all documentation and authorizing proceedings, including attorney's fees, for the Project and for its administrative expenses associated with the annual computation of the special source revenue credits.

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

AND IT IS SO RESOLVED

Dated this ____ day of September, 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

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RESOLUTION NO. 0935-R2016

APPROVING THE 2016 ASSESSMENT ROLLS FOR THE WALNUT CREEK IMPROVEMENT DISTRICT, LANCASTER COUNTY, SOUTH CAROLINA.

WHEREAS, the County Council (the "County Council") of Lancaster County, South Carolina (the "County") by Ordinance No. 713 enacted on January 30, 2006, as amended by Ordinance No. 2015-1367 enacted on December 14, 2015 (as so amended, the "Improvement District Ordinance"), authorized the creation of the Walnut Creek Improvement District, formerly known as the Edenmoor Improvement District (the "District") and approved the Assessment Reports and the Rates and Methods of Apportionment of Assessments (the "Original Rates and Methods of Apportionment") including the Assessment Rolls for the District; and

WHEREAS, the County Council by Ordinance No. 733 enacted on April 24, 2006, authorized and provided for the issuance and sale of \$24,115,000 principal amount Edenmoor Improvement District Assessment Revenue Bonds, Series 2006A (the "Series 2006A Bonds") and \$11,500,000 Edenmoor Improvement District Assessment Revenue Bonds, Series 2006B (the "Series 2006B Bonds"); provided that the Series 2006B Bonds have been redeemed in full and are no longer outstanding; and

WHEREAS, pursuant to the Improvement District Ordinance, the District was subdivided into three areas (referenced herein as Bond Area 1, Bond Area 2 and Bond Area 3 (each, a "Bond Area"), and the County Council approved a Rate and Method of Apportionment of Assessment A, including the Assessment Roll A for each Bond Area of the District (hereinafter referenced as "Rate and Method of Apportionment for Bond Area 1", "Rate and Method of Apportionment for Bond Area 2" and "Rate and Method of Apportionment for Bond Area 3" and, together, the "Rates and Method of Apportionments"); and

WHEREAS, pursuant to the authorization of Ordinance No. 2015-1368 enacted on December 14, 2015 (the "Bond Ordinance"), the County issued (1) \$8,510,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Refunding Revenue Bonds, Series 2016A-1 (secured solely by and payable from Assessments related to Bond Area 1), to refund a portion of the Series 2006A Bonds (the "Series 2016A-1 Bonds"), (2) \$9,670,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-2 Bonds (secured solely by and payable from Assessments related to Bond Area 2) in exchange for an equal aggregate principal amount of Series 2006A Bonds which were outstanding on the date thereof (the "Series 2006A-2 Bonds"), and \$4,695,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-3 Bonds (secured solely by and payable from Assessments related to Bond Area 2) in exchange for an equal aggregate principal amount of Series 2006A Bonds which were outstanding on the date thereof (the "Series 2006A-3 Bonds"); and

WHEREAS, the Rates and Method of Apportionments each provide in Section F, respectively:

The County shall update Appendix B-1 and B-2 of the Assessment Roll A each Assessment Year to reflect (i) the current Parcels in the Improvement District, (ii) the Assessment A as allocated for each Parcel, including any adjustments to the Assessment A as provided for in Section C, (iii) the Principal Portion of the Assessment for each Parcel, (iv) the Annual Assessment A for each Parcel, (v)

the Annual Credit A and Annual Payment A to be collected from each parcel for the current Assessment Year, (vi) prepayments of the Assessment A as provided for in Section I, and (vii) termination of the Assessment A as provided for in Section H; and

WHEREAS, MuniCap, Inc. has prepared separate documents for each of Bond Area 1, Bond Area 2 and Bond Area 3, entitled Annual Assessment Report and Update of Assessment Roll A and Assessment Roll B for Imposition of Assessments in 2016 and Collection in 2017, with Bond Area 1 dated August 25, 2016, and Bond Area 2 and Bond Area 3 dated September 19, 2016 (collectively, the "2016 Assessment Rolls").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL AS FOLLOWS:

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

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

SIGNED, SEALED, AND DELIVERED AS OF 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

Agenda Item Summary

Ordinance # / Resolution#: 2016-1402
Contact Person / Sponsor: Hal Hiott
Department: Parks and Recreation
Date Requested to be on Agenda: September 26, 2016

Issue for Consideration:

Additional information for consideration of the Hospitality Tax ordinance. The following comes with a positive recommendation from the I&R Committee.

Points to Consider:

The Parks and Recreation Committee suggested a list of projects for funding by the Hospitality Tax. In order, they are:

1. Sports and Recreation Complex – this was listed as the number one project but it was recognized it would not be the first project funded due to the fact it would have to be bonded to complete. Total cost is estimated at \$17,063,000. It was noted that the engineering for site selection and design work would come first and could be funded from regular Hospitality Tax funds as opposed to bond funds. Costs for this component are impossible to predict until a site is selected.
2. Operational costs for this park will need to be considered for routine Hospitality Tax funds once built. Until a design is finalized and approved it is impossible to estimate recurring operational costs.
3. Upgrades to regional parks – while a lower priority some of this work would likely be funded sooner since we will have to build a collection history prior to bonding and Hospitality Tax funds. These would be capital expenses and would not impact operational costs other than for field lighting. Sub-components include:
 - a. Walnut Creek @ \$630,000
 - b. Marion Boan @ \$2,480,000. Of this amount \$1,650,000 would be for a new indoor facility to replace the existing facility.
 - c. Buford @ \$990,000
 - d. Springdale/ Melvin Steele @ \$533,300
4. New indoor facility with multi-purpose fields in Indian Land @ \$5,440,000
5. Additional projects were listed as ideas but these are still in the conceptual stage and pricing is a very rough estimate. These projects included:
 - a. Campground facility at Springs Park Boat Landing @ \$2,000,000
 - b. Blueway from the Lindsay Pettus Greenway to the Catawba River @ \$120,000
 - c. Improvements to Buford Battleground @ \$170,000
 - d. Improvements at Hanging Rock Battleground and 40 Acre Rock natural area @ \$200,000

The actual report presented to the I&R Committee follows for more detailed information. It is recommended that the project list be included as an addendum to the ordinance to record the desired project list for future Councils.

Information for I and R meeting on September 13, 2016

Hospitality Tax Funding Priority List and Estimated Costs

The Joint Recreation Commission has identified a Centralized Sports Facility as the number one priority for hospitality funds. The Commission and staff realize that there may be a delay in the project as a track record of funds collected would have to be established to determine how much money could be bonded for such a project. This is information collected from the bond attorneys. The Commission would like to see this process and a land search begin as quickly as possible. This project goes along with the recommendation from the Clemson Study for Parks and Recreation needs. It was also highly recommended that the hospitality tax be established ASAP as a means for funding such a project.

#1.A. 100 to 120 acres of suitable land to support a Centralized outdoor sports complex in the 521 corridor north of Lancaster and South of AJ State Park.

#1.B. Centralized Outdoor Sports Complex to include lighted multipurpose fields, lighted diamond fields, two artificial lighted stadium multipurpose fields, lighted walking trail, picnic shelters, open space, playgrounds, dog park, concession/restrooms/offices and control tower. Shade structures, parking, irrigation, fencing, landscaping, maintenance facility and storage. Splash Pad. Digital signage and message board. A second phase to include an indoor gymnasium facility and a field of dreams (for handicapped).

Costs: Land	\$1,500,000 to 2,000,000
Land Prep	\$800,000
Park with elements listed above minus gymnasium (includes 25% contingency) Generally speaking 10.5 million would be a good budget for inflation. Elements could be scaled back to make a lesser budget.	\$9,800,000 range
Splash Pad and bathhouse/concession	\$700,000
Pre-design, programming master planning and schematic design	\$55,000 to \$75,000
Detailed design development 4.5% of construction costs	\$441,000 range
Bidding, negotiation and Construction Administration 1.5 %	\$147,000 range
Totals	\$13,463,000
Second phase	
Indoor multipurpose facility	\$3,300,000
Field of dreams (for handicapped)	\$300,000

Permitting, land surveys, testing, geotechnical surveys would be in addition, all this would vary on site selected. Selecting the proper site is key and will save thousands of dollars.

*****above information was supplied at no cost by Wood and Partners out of Hilton Head SC.

Wood and Partners would be happy to meet with Council and staff to discuss and talk more in detail about ranges in costs, planning and design process, trends in sports complex design, revenue and funding , and lessons learned from past experiences.

2. Upgrades and finishing Buford Recreation Center. This is one of our most heavily used sites. While a track record of hospitality funds are recorded in first couple years the Commission proposes going ahead and upgrading and finishing the Buford Site. Indoor tournaments and spill over outdoor tournaments are already taking place there with outside area teams participating. This facility was never finished to its potential to be a first class facility.

Costs: Add field lights to fields 2,3,4 and upper multipurpose field	\$ 350,000
Pave and finish Parking lots	\$225,000
Outdoor Restrooms and Concession	\$75,000
Playground and fencing	\$50,000
Outdoor Picnic shelter	\$30,000
Irrigation and landscaping	\$25,000
Fencing multipurpose fields	\$40,000
Bleachers/pads/sidewalks and shade structures	\$75,000
Score Boards 4 baseball/softball fields	\$20,000
Lighted walking trail	\$100,000
Totals	\$990,000

All estimates based on past construction and inflation

3. Finish up Walnut Creek Park. This is already a destination for weekend travel tournaments and visitors of the Thread Trail.

Costs: Add field lights to fields B,C, E, and lower multipurpose.	\$300,000
Restrooms for lower end of park	\$40,000
Shade Structures	\$100,000
Scoreboards 4 fields	\$25,000
Resurface area for pickle ball	\$65,000
Resurface tennis courts	\$20,000
Update irrigation and protective structures	\$10,000
Fence lower multipurpose field	\$10,000
Redo parking in lower lot	\$60,000
Totals	\$630,000

4. Upgrades at Springdale Complex and Melvin Steele soccer. Facility hosts a number of outdoor and indoor tournaments.

Costs: Rock for parking at Melvin Steele	\$50,000
New wire for fence at Springdale	\$25,000
Repave parking and install proper drainage Springdale	\$200,000
Cement or pave area between concession and fields, walk ways	\$150,000
Siding on concession and restrooms	\$20,000
New HVAC concession	\$8,000
Refurnish restroom facilities	\$3,000
New safety fence topper	\$3,000
Low light LED Lighting around track	\$15,000
Ticket booth	\$4,500
Portable mounds	\$4,800
Shade structures	\$20,000
Landscaping and irrigation	\$30,000
Totals	\$533,300

5. Land, Multipurpose Building and multipurpose fields at Indian Land. LCPR has completely outgrown the facility in the Indian Land area. Able to host AAU and indoor district and state events with larger facility. Multipurpose fields for overflow from Walnut Creek. Dog Park.

Costs: Land	\$1,500,000
Indoor facility	\$3,300,000
Lighted multipurpose fields	\$175,000
Fencing for multipurpose	\$20,000
Playground and fencing	\$50,000
Parking	\$175,000
Outdoor restrooms	\$40,000
Outdoor lighted walking	\$80,000
Dog Park	\$100,000
Totals	\$5,440,000

6. Land in Kershaw near Boan ball fields for new Recreation Center and multipurpose fields. With industrial site planned adjacent to current facility it would be in the best interest to consolidate to one site. Convenience of entire operation for Kershaw/Heath Springs area at one site. Can provide future spillover site for indoor and outdoor tournaments, festivals, and civic events. [Could also work with Haile Gold Mine and provide a center here to show how the gold mine operation works.](#)

Costs: 20 acres	(Possible donation)	\$200,000
	Indoor facility	\$1,650,000
	Multipurpose fields and lights	\$250,000
	Fencing for multipurpose fields	\$40,000
	Outdoor restrooms/concessions	\$75,000
	Playground and fencing	\$50,000
	Parking and paving	\$100,000
	Irrigation and landscaping	\$75,000
	Shade structures	\$20,000
	Picnic shelter	\$20,000
	Totals	\$2,480,000

7. Full service RV Campground to go along with improvements at Springs Park landing Duke Energy will be doing. Cement Pads for campers, water and power hook ups, sewer dump station, Restroom/bath house, roads to camp sites, picnic tables, fire rings, trash collection site, small camp ground office/ maintenance site. LED lighting throughout.

Costs: Estimated land acquisition, prep, construction and utilities.

\$2,000,000

8. Blue ways for kayaking, canoeing and tubing. Put in takeout point, near number 9 bridge, Shelter, parking, lighting, restrooms, Kiosk and map of river put in and take out points.

Costs: best guest estimate

\$120,000

9. Buford Battle Ground upgrades. Parking, lighting, shelter, walking trail from grave site to Buford Recreation Center.

Costs: best guess estimate

\$170,000.00

10. Hanging Rock and Forty Acre Rock Trails upgrades to Parking and entrances

Costs best guess estimate

\$200,000

Points to consider: Priority of projects, amount of funds being collected, Work that can be started during first year of collection, Tourism tie in for projects.

Notes: These are just projects that were discussed that tie into Recreation and Cultural Tourism. Council will ultimately decide project or projects and their priority on the list.

AN ORDINANCE

TO ESTABLISH A LOCAL HOSPITALITY TAX TO APPLY TO ALL ESTABLISHMENTS WHICH SELL PREPARED MEALS AND BEVERAGES LOCATED IN THE UNINCORPORATED AREAS OF LANCASTER COUNTY.

WHEREAS, Lancaster County, South Carolina (the "County") desires to build and enhance the facilities that serve tourists who visit the County; and

WHEREAS, the County wants to more strongly support the public services that are available to tourists in order to promote and further encourage tourism in the County; and

WHEREAS, Article 7 of Chapter 1 of Title 6 of the Code of Laws of South Carolina 1976, as amended (the "Act"), authorizes local governing bodies by Ordinance to impose a local hospitality tax not to exceed two percent (2%) on the gross proceeds of sales of prepared meals and beverages; and

WHEREAS, the County finds that a two percent (2%) Local Hospitality Tax (as defined herein) upon the sales of prepared meals and beverages sold in establishments in the unincorporated areas of the County, will result in revenues which will be used for the dedicated purpose of improving services and facilities for tourists which constitutes a public purpose of the County; and

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 that:

Section 1 – Definitions

- a. "County" means Lancaster County, South Carolina and all of the properties within the unincorporated geographical boundaries of Lancaster County, South Carolina as existing on the date of adoption of this Ordinance.
- b. "County Council" means the governing body of the County.
- c. "Local Hospitality Tax" means a tax on the sales of prepared meals and beverages sold in establishments within the unincorporated areas of Lancaster County.
- d. "Prepared meals and beverages" means the products sold ready for consumption either on-premises or off-premises in businesses classified as eating and drinking places under the Standard Industrial Code Classification Manual and including, but not limited to, lunch counters, restaurants, drinking places operated as a subordinate facility by other establishments, convenience stores, grocery delicatessens, and bars and restaurants owned by and operated for members of civic, social and fraternal associations.

Section 2 – Local Hospitality Tax

A uniform tax equal to two percent (2%) is hereby imposed on the sales of the prepared meals and beverages sold in establishments within the County.

Section 3 – Payment of Local Hospitality Tax

Payment of the Local Hospitality Tax established herein shall be the liability of the consumer of the services. The tax shall be paid at the time of delivery of the services to which the tax applies, and shall be collected by the provider of the services. The County shall promulgate a form of return that shall be utilized by the provider of the services to calculate the amount of the Local Hospitality Tax collected and due to the County. This form shall contain a sworn declaration as to the correctness thereof by the provider of the services.

The tax provided for in this Ordinance must be remitted to the County Finance Office as follows:

- a. On a monthly basis when the estimated amount of average tax is more than fifty (\$50) dollars a month;
- b. On a quarterly basis when the estimated amount of average tax is twenty-five (\$25) dollars to fifty (\$50) dollars a month;
- c. On an annual basis when the estimated amount of average tax is less than twenty-five (\$25) dollars a month.
- d.
 - 1) The closing date for monthly payments is the last day of the month;
 - 2) The closing dates for quarterly payments are the last days of the months of March, June, September and December;
 - 3) The closing date for annual payments is the last day of December.

The provider of the services shall remit the Local Hospitality Tax collected, when due, to the County by the 20th day of the month following the closing date of the period for which the tax payment is to be remitted. A payment is considered to be timely remitted to the County if the return has a U.S. Mail postmark date on or before the date the report form is due. If the twentieth day of the month falls on a Sunday or postal service holiday, then payments mailed on the next business day will be accepted as timely filed.

Section 4 – Local Hospitality Tax Special Revenue Fund

An interest bearing, segregated and restricted account to be known as the "Lancaster County Local Hospitality Tax Special Revenue Fund" (the "Fund") is hereby established. All revenues received from the Local Hospitality Tax shall be deposited into the Fund. The principal and any accrued interest in the Fund shall be expended only as permitted by this Ordinance and the Act.

Section 5 – Distribution of Funds

The County Council shall distribute the Local Hospitality Tax collected and placed in the Fund in accordance with decisions made by a majority of Council through the passage of a subsequent, related Ordinance(s); provided, however, that such purposes are permitted under the Act. These purposes include but are not limited to tourism related capital projects, the support of tourism and tourist services in a manner that will best serve the tourists from whom it was collected including being used as a funding source to pay indebtedness issued by the County for public purposes. It shall be the responsibility of the County Council to ensure that any and all money expended from the Fund shall be spent for the purposes permitted under the Act.

Section 6 – Inspections and Audits

For the purpose of enforcing the provisions of this Ordinance, the County Finance Office or other authorized agent of the County, is empowered to enter upon the premises of any person subject to this Ordinance to make inspections and to examine and audit books and records. It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon twenty-four (24) hours written notice. In the event that an audit reveals that the remitter has filed false information, the cost of the audit shall be added to the correct amount of tax determined to be due. All operational and administrative costs associated with the billing and collection of the Local Hospitality Tax will be charged to the Fund. The County Finance Office or other authorized agent may make systematic inspection of all service providers that are governed by this Ordinance within the County to ensure compliance with this Ordinance. Records of inspections shall not be deemed public records.

Section 7- Violation and Penalties

It shall be a violation of this Ordinance to:

- a. fail to collect the Local Hospitality Tax as provided for in this Ordinance;
- b. fail to remit to the County the Local Hospitality Tax collected, pursuant to this Ordinance,
- c. knowingly provide false information on the form return submitted to the County, or
- d. fail to provide books and records to the County Finance Office for the purpose of an audit upon twenty-four (24) hours written notice.

The penalty for violation of this Ordinance shall be five percent (5%) per month, charged on the original amount of the Local Hospitality Tax due.

Section 8 – Indebtedness

So long as any form of indebtedness outstanding that the County has designated as being payable from Local Hospitality Taxes, the Local Hospitality Tax shall continue to be collected by the County. Indebtedness shall mean any obligation of the County used to finance projects authorized by the Act.

Section 9 - Administration

The County Finance Office shall be responsible for the administration of the Local Hospitality Tax on behalf of the County.

Section 10 – Sunset

Unless subsequently extended by a later Council, the two percent (2%) tax imposed in Section 2 hereof shall expire on the date that is the later of (i) twenty (20) years from the effective date of this Ordinance or (ii) the date the final payment is made on all outstanding indebtedness payable from Local Hospitality Taxes.

Section 11 – Severability

If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 12 – Effective Date

This Ordinance shall become effective upon Third Reading. The tax referenced herein shall commence being collected by the providers of the on which tax applies, on January 1, 2017 and remittance of amounts due to the County of the tax by the providers of the services which the tax applies shall commence in the manner referenced herein.

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 Hardin, Clerk to Council

1 st reading:	June 13, 2016	Passed 5-2
2 nd reading:	August 8, 2016	Passed 5-2
3 rd reading:	September 26, 2016	Tentative

Public Hearing	July 18, 2016
	August 8, 2016

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2016-1411

COUNTY OF LANCASTER

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AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

Section 2. Rezoning.

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

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

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 8-22-16	Passed 7-0
Second Reading: 9-12-16	Passed 6-0
Third Reading: 9-26-16	Tentative

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The Lancaster News

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

NOTICE OF PUBLIC
HEARING
LANCASTER COUNTY,
SOUTH CAROLINA
NOTICE IS HEREBY GIVEN
that a public hearing will be
held by the County Council
of Lancaster County (the
County), South Carolina,
in the County Council
Chambers in the Lancaster
County Administration
Building, located at 101
North Main Street, Second
Floor, Lancaster, South
Carolina, on September 26,
2016, at 6:30 p.m.
The purpose of such pub-
lic hearing is to receive
comments regarding
an Ordinance to 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 Hall's Gold Mine
Inc. property to correct
surveyors 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.
At the public hearing all tax-
payers and residents of the
County and other interested
persons who appear will
be given an opportunity to
express their views for or
against the Ordinance.
LANCASTER COUNTY,
SOUTH CAROLINA
By: Bob Bundy, Chair,
County Council
327-109-1F-NexusPrint-
Bill

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 9/9/16



Notary Public of South Carolina

My Commission Expires June 29, 2022

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2016-1412

COUNTY OF LANCASTER

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AN ORDINANCE

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

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

Section 1. Findings and determinations.

(A) The Council finds and determines that:

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

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

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

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

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

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

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

Section 2. Approval of Fourth Amendment.

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

Section 3. Form of Documents.

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

Section 4. Officials Authorized to Act.

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

Section 5. Severability.

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

Section 6. Conflicting Provisions.

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

Section 7. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this 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:	August 22, 2016	Passed 7-0
Second Reading:	September 12, 2016	Passed 6-0
Public Hearing:	September 26, 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 September 26, 2016, (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 26th day of September, 2016, by and between Lancaster County and Chester County.

By authority of Ordinance No. 2016-1412 enacted by the County Council of Lancaster County on September 26, 2016, and Ordinance No. _____ enacted by the County Council of Chester County on _____, 2016, for value received, Lancaster County and Chester County agree that Exhibit A – Lancaster County Properties to the Park Agreement is amended to (i) add the Additional Property, as listed in Schedule I, attached to this Fourth Amendment and incorporated herein as if the schedule were set out in this amendment in its entirety, (ii) correct a scrivener's error in the legal description of the Clyburn Tract as correctly published in Schedule II, attached to this Fourth Amendment and incorporated herein as if the schedule were set out in this amendment in its entirety ("Schedule II"), ("recorded in the Office of the Register of Deeds for Richland County" should be "recorded in the Office of the Register of Deeds for Lancaster County"), and (iii) correct scrivener's errors in the tax map number identifiers for the Blackwell Tract 1 (TMS Nos. 0118-00-019.01; 0117-00-002.00 and 0117-00-001.00 should be TMS No. 0117-00-001.00), the Mahaffey Tract (TMS No. 141H-A-24.00 should be TMS No. 0141H-0A-024.00), the Wright Tract (TMS No. 0116-00-009 should be TMS No. 0116-00-009.00), the McClimen Tract (TMS No. 0136-00-036.00-13 should be TMS No. 0136-00-036.00), the Craft Tract (TMS No. 140-28.01 should be TMS No. 0140-00-028.01), the Clyburn Tract (TMS No. 0119-00-062 should be TMS No. 0119-00-062.00), and the land heretofore identified as 0135-11-004.01 Town of Kershaw (TMS No. 0135-11-004.01 should be TMS No. 0135-00-004.03), all as correctly published in Schedule II.

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

SIGNATURES FOLLOW ON NEXT PAGE.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

ATTEST:

Steve Harper, Secretary, County Council

Debbie C. Hardin, Clerk to County Council

CHESTER COUNTY, SOUTH CAROLINA

K. Shane Stuart, Chair, County Council

ATTEST:

Archie Lucas, Interim Clerk to County Council

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FOURTH AMENDMENT TO THE PARK AGREEMENT

SCHEDULE I

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

Ronnie Roberts Tract (Home):

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

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

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

Former Mobile Homes Tract:

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

ALSO:

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

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

Portion of TMS No.: 0136-00-036.00

AND:

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

Portion of TMS No.: 0136-00-036.00

AND:

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

Portion of TMS No.: 0136-00-036.00

AND:

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

Portion of TMS No.: 0136-00-036.00

AND:

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

ALSO:

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

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

Portion of TMS No.: 0136-00-036.00

AND:

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

Portion of TMS No.: 0136-00-036.00

AND:

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

Portion of TMS No.: 0136-00-036.00

AND:

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

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

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

Portion of TMS No.: 0136-00-036.00

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

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

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

Portion of TMS No.: 0136-00-036.00

Kevin Bartell Tract (with Home):

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

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

TMS No.: 0136-00-015.01

James Gordon Tract:

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

TMS No.: 0136-00-036.05

Jerry Poston Tract (with home):

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

TMS No.: 0136-00-033.04

Wayne Bartell Tract (with home):

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

TMS No.: 0136-00-015.00

Lowell Fisher Tract (with home):

ALL that certain piece, parcel or tract of land consisting of 6.00 acres, lying, being and being situate almost four miles northeast of the Town of Kershaw, Flat Creek Township, Lancaster County, South Carolina and being more particularly bounded and described as follows, to wit: Northeast by Highway S-29-219; Southeast by property of Ronny E. Hinson; Southwest by property of Champion International; and Northwest by Tract NO. 2 as shown on said plat. The described property is shown as Tract NO. 3 on

Plat of Yancy McManus Estate, dated June 18, 1982, prepared by Kenneth A. Johnson, RLS, and recorded June 23, 1987 in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat #5602. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-031.04

Jerry Scott Tract (with home):

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

TMS No.: 0136-00-014.00

Mark Sullivan / Culvern Tract:

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

TMS No.: 0136-00-039.00

Catoe Tract (with home):

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

TMS No.: 0136-00-006.00

Hudson Tract (with home):

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

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

Jerry Scott Tract 2:

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

more complete and accurate description.

TMS No.: 0136-00-014.06

Robin Autry Tract (with home):

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

TMS No.: 0119-00-004.00

Patricia Faulkenberry Tract (with home):

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

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

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

Branham Tract (with home):

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

TMS No.: 0136-00-014.04

Jimmy Montgomery Tract:

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

TMS No.: 0136-00-009.01

Phillip Robinson Tract (with home):

ALL that certain piece, parcel or tract of land located in Lancaster County, South Carolina, containing 2.02 acres on a plat prepared for Haile Gold Mine, Inc., prepared by Holland Surveyors, LLC dated

November 20, 2011 and recorded December 5, 2011 in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2011, at page 583. Reference to said plat is made for a more complete and accurate description.

TMS No.: 0136-00-005.00

Harold Scott Tract (with home):

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

TMS No.: 0136-00-014.01

Stacy Scott Tract (with home):

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

TMS No.: 0136-00-014.02

Wayne Bartell Tract 1:

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

TMS No.: 0136-00-031.00

Wayne Bartell Tract 2:

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

TMS No.: 0136-00-032.00

Monnie Roberts Tract (with home):

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

TMS No.: 0136-00-033.05

Susan Rollings Tract (with home):

ALL those certain pieces, parcels or tracts of land, containing 10.90 acres and 2.00 acres, situate, lying and being about five (5) miles Northeast of the Town of Kershaw, Lancaster County, South Carolina, and more particularly being shown as Parcels 3-A and 3-B on a plat of the Scott Estate, prepared by Kennith 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; 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 Kennith 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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The Lancaster News

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

NOTICE OF PUBLIC
HEARING
LANCASTER COUNTY
SOUTH CAROLINA
NOTICE IS HEREBY GIVEN
that a public hearing will be
held by the County Council
of Lancaster County (the
County) South Carolina,
in the County Council
Chambers in the Lancaster
County Administration
Building located at 101
North Main Street, Second
Floor, Lancaster, South
Carolina, on September 28,
2016 at 8:30 p.m.
The purpose of such public
hearing is to receive com-
ments regarding an ordi-
nance to and approve the
transfer of certain property
and related interest in a Fee
Agreement, by Halls Gold
Mine, Inc. to OceanaGold
Exploration (Carolina) Inc.,
to authorize and approve a
Fourth Amendment to the
Fee Agreement between
Lancaster County and Halls
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.
At the public hearing all tax-
payers and residents of the
County and other interested
persons who appear will
be given an opportunity to
express their views for or
against the Ordinance.
LANCASTER COUNTY
SOUTH CAROLINA
By: Bob Bundy, Chair,
County Council
325-109-1F Naxson Print-
Bill

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 9/9/16

Karen D. Graham
Notary Public of South Carolina

My Commission Expires June 29, 2022

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2016-1413

COUNTY OF LANCASTER

)

AN ORDINANCE

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

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

Section 1. Findings and determinations.

(A) Council finds and determines that:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. **Approval of Transfers.**

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

Section 3. **Approval of Fourth Amendment to Fee Agreement.**

Council authorizes and approves the Fourth Amendment to Fee Agreement.

Section 4. **Form of Fourth Amendment to Fee Agreement.**

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

Section 5. **Officials Authorized to Act.**

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

Section 6. **Severability.**

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

Section 7. **Conflicting Provisions.**

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

Section 8. **Effective Date.**

This ordinance is effective upon third reading.

And it is so ordained, this 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:	August 22, 2016	Passed 7-0
Second Reading:	September 12, 2016	Passed 6-0
Public Hearing:	September 26, 2016	
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 **September 26, 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. 2016-1413, 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.

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

FOURTH AMENDMENT TO FEE AGREEMENT

SCHEDULE 2

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

Blackwell Tract 1:

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

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

Mahaffey Tract:

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

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

Wright Tract:

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

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

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

McClimen Tract:

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

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

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

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

Craft Tract:

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

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

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

Clyburn Tract:

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

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

TMS No.: 0119-00-006-00

AND

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

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

Town of Kershaw Tract:

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

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

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STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2016-1414

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY SHELBY SNIPES, LOCATED AT 2575 LYNWOOD DRIVE FROM R-15, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL DISTRICT TO R-15S, MODERATE DENSITY RESIDENTIAL/MANUFACTURED HOUSING/AGRICULTURAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Shelby Snipes applied to rezone property located at 2575 Lynwood Drive from R-15, Moderate Density Residential/Agricultural District to R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District.

(b) On August 16, 2016, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (5-1), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-15, Moderate Density Residential/Agricultural District to R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0102-00-106.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 9-12-16	Passed 6-0
Second Reading: 9-26-16	Tentative
Third Reading: 10-10-16	Tentative

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STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

)

ORDINANCE NO. 2016-1415

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY SHARON C. HORNE, REPRESENTED BY STEPHEN WATERS, LOCATED OFF S. YORK STREET ±250 FT. NORTHEAST OF THE INTERSECTION WITH 7TH STREET FROM R-15D, MODERATE DENSITY RESIDENTIAL/MANUFACTURED HOUSING/AGRICULTURAL DISTRICT TO B-3, GENERAL COMMERCIAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Stephen Waters applied to rezone property located off S. York Street ± 250 ft. northeast of the intersection with 7th Street from R-15D, Moderate Density Residential/Manufactured Housing/Agricultural District to B-3, General Commercial District.

(b) On August 16, 2016, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-15D, Moderate Density Residential/Manufactured Housing/Agricultural District to B-3, General Commercial District. for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0082D-0P-014.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 9-12-16	Passed 6-0
Second Reading: 9-26-16	Tentative
Third Reading: 10-10-16	Tentative

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STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2016-1416

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF DANNY R. BLACKWELL (BLACKWELL LTD), LOCATED EAST OF THE INTERSECTION OF FORK HILL ROAD AND LITTLE DUDE ROAD FROM R-45A, RURAL RESIDENTIAL/INTENSE AGRICULTURE DISTRICT TO MF, MULTIPLE-FAMILY DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Danny R. Blackwell (Blackwell Ltd.) applied to rezone property located east of the intersection of Fork Hill Road and Little Dude Road from R-45A, Rural Residential/Intense Agricultural District, to MF, Multiple-Family/Agricultural District.

(b) On August 16, 2016, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-45A, Rural Residential/Intense Agricultural District to MF, Multiple-Family/Agricultural District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0141-00-024.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this 10th day of October, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 9-12-16	Passed 6-0
Second Reading: 9-26-16	Tentative
Third Reading: 10-10-16	Tentative

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2016-1417

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF DANNY R. BLACKWELL, LOCATED OFF EAST 3RD STREET, ± 1,550 FEET EAST OF THE INTERSECTION OF KERSHAW CAMDEN HIGHWAY FROM R-45A, RURAL RESIDENTIAL/INTENSE AGRICULTURE DISTRICT TO MF, MULTIPLE-FAMILY DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Danny R. Blackwell applied to rezone property located off East 3rd street, ± 1,550 feet east of the intersection of Kershaw Camden Highway from R-45A, Rural Residential/Intense Agricultural District, to MF, Multiple-Family/Agricultural District.

(b) On August 16, 2016, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-45A, Rural Residential/Intense Agricultural District to MF, Multiple-Family/Agricultural District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0156-00-001.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this 10th day of October, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 9-12-16 Passed 6-0

Second Reading: 9-26-16 Tentative

Third Reading: 10-10-16 Tentative

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The Lancaster News

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

NOTICE OF PUBLIC HEARING
LANCASTER COUNTY COUNCIL

The Lancaster County Council has scheduled a public hearing for Monday, September 26, 2016, at 6:30 p.m. in County Council Chambers, second floor of the 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 the proposed First Amendment to the Development Agreement for Bretagne between Lancaster County, South Carolina and Bretagne Holdings, LLC (the "First Amendment"). In addition to the County Council public hearing, the Lancaster County Planning Commission will hold a public hearing on the First Amendment on Tuesday, July 19, 2016 at 6:30 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. At both public hearings and at any adjournment of them, all interested persons may be heard either in person or by their designees.

The property subject to the First Amendment is approximately 153.5 acres and is located off of Barberville Road. Among other things, the First Amendment updates the name of the developer and parties to the Development Agreement (Bretagne), extends the term, reduces the number of single-family residential lots, provides for an easement for the Carolina Thread Trail, amends the amount of monies due at the time an application for a building permit is made, removes certain properties and updates the exhibits. The primary development use approved for the property is single-family residential dwelling units. A copy of the proposed First Amendment to the Development Agreement for Bretagne may be obtained at the office of the Clerk to Council, County Administration Building, second floor, 101 North Main Street, Lancaster, South Carolina or the office of the Lancaster County Planning Commission, County Administration Building, first floor, 101 North Main Street, Lancaster, South Carolina.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 6/19/16

Karen T. Graham
Notary Public of South Carolina

My Commission Expires June 29, 2022

NOTICE OF PUBLIC HEARING

LANCASTER COUNTY COUNCIL

The Lancaster County Council has scheduled a public hearing for Monday, September 26, 2016, at 8:30 p.m. in County Council Chambers, second floor of the 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 the proposed First Amendment to the Development Agreement for Bretagne between Lancaster County, South Carolina and Bretagne Holdings, LLC (the "First Amendment"). In addition to the County Council public hearing, the Lancaster County Planning Commission will hold a public hearing on the First Amendment on Tuesday, July 19, at 8:30 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. At both public hearings and at any adjournment of them, all interested persons may be heard either in person or by their designees.

It is Lancaster County Council's intent to consider the First Amendment. The property subject to the First Amendment is approximately 153.5 acres and is located off of Barberville Road. Among other things, the First Amendment updates the name of the developer and parties to the Development Agreement (Bretagne), extends the term, reduces the number of single-family residential lots, provides for an easement for the Carolina Thread Trail, amends the amount of monies due at the time an application for a building permit is made, removes certain properties and updates the exhibits. The primary development use approved for the property is single-family residential dwelling units. A copy of the proposed First Amendment to the Development Agreement for Bretagne may be obtained at the office of the Clerk to Council, County Administration Building, second floor, 101 North Main Street, Lancaster, South Carolina or the office of the Lancaster County Planning Commission, County Administration Building, first floor, 101 North Main Street, Lancaster, South Carolina.

NOTICE OF PUBLIC HEARING

LANCASTER COUNTY PLANNING COMMISSION

The Lancaster County Planning Commission has scheduled a public hearing for Tuesday, July 19, 2016, at 8:30 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. The purpose of the public hearing is to receive public comment on the proposed First Amendment to the Development Agreement for Bretagne between Lancaster County, South Carolina and Bretagne Holdings, LLC (the "First Amendment"). This public hearing is one of the two required public hearings for the First Amendment. County Council will hold the second public hearing on the First Amendment on Monday, September 26, 2016, at 8:30 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. At both public hearings and at any adjournment of them, all interested persons may be heard either in person or by their designees.

It is Lancaster County Council's intent to consider the First Amendment. The property subject to the First Amendment is approximately 153.5 acres and is located off of Barberville Road. Among other things, the First Amendment updates the name of the developer and parties to the Development Agreement (Bretagne), extends the term, reduces the number of single-family residential lots, provides for an easement for the Carolina Thread Trail, amends the amount of monies due at the time an application for a building permit is made, removes certain properties and updates the exhibits. The primary development use approved for the property is single-family residential dwelling units. A copy of the proposed First Amendment to the Development Agreement for Bretagne may be obtained at the office of the Clerk to Council, County Administration Building, second floor, 101 North Main Street, Lancaster, South Carolina or the office of the Lancaster County Planning Commission, County Administration Building, first floor, 101 North Main Street, Lancaster, South Carolina.

NOTICE OF INTENT TO CONSIDER A DEVELOPMENT AGREEMENT

NOTICE OF PUBLIC HEARINGS LANCASTER COUNTY, SOUTH CAROLINA

Pursuant to S.C. Code § 6-31-50 and Ordinance No. 663, the Lancaster County Council gives notice of its intent to consider a proposed First Amendment to the Development Agreement for Bretagne between Lancaster County, South Carolina and Bretagne Holdings, LLC (the "First Amendment"). Two public hearings will be held on the First Amendment. A public hearing will be held by the Lancaster County Council at 8:30 p.m., on Monday, September 26, 2016, in County Council Chambers, second floor of the County Administration Building located at 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. In addition to the County Council public hearing, the Lancaster County Planning Commission will hold a public hearing on the First Amendment on Tuesday, July 19, 2016, at 8:30 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. At both public hearings and at any adjournment of them, all interested persons may be heard either in person or by their designees.

The property subject to the First Amendment is approximately 153.5 acres and is located off of Barberville Road. Among other things, the First Amendment updates the name of the developer and parties to the Development Agreement (Bretagne), extends the term, reduces the number of single-family residential lots, provides for an easement for the Carolina Thread Trail, amends the amount of monies due at the time an application for a building permit is made, removes certain properties and updates the exhibits. The primary development use approved for the property is single family residential dwelling units. A copy of the proposed First Amendment to the Development Agreement for Bretagne may be obtained at the office of the Clerk to Council, County Administration Building, second floor, 101 North Main Street, Lancaster, South Carolina or the office of the Lancaster County Planning Commission, County Administration Building, first floor, 101 North Main Street, Lancaster, South Carolina.

Agenda Item Summary

Ordinance #

Contact Person: John Weaver



Department: County Attorney

Date Requested to be on I&R Committee Agenda: September 13, 2016

Date Requested to be on County Council Agenda: September 26, 2016

Issues for Consideration: Whether or not it is appropriate for Council to consider an amendment to a Development Agreement (DA) entered into with Bretagne Development Group, LLC and others on June 4, 2007 by the passage of ordinance 813? If approved, a portion of the entire 302 acre tract (Phases 1,2 & 3) would be separated out from the remaining portion (Phase 7) of the tract so as to allow the necessary infrastructure in Phases 1,2 & 3 to be completed at the expense of the existing property owners so that applications for individual building permits can be made by the individual property owners of the previously platted lots in Phases 1,2 & 3.

Points to Consider: The original Development Agreement divided the acreage into seven (7) separate phases for development. Phases 1,2 & 3 began being developed, but progress stopped with the economic downturn soon thereafter in 2008. However, prior to that time, lots in Phases 1,2 & 3 were platted and sold by the developer prior to the infrastructure being completed, such being permitted by Lancaster County because the developer provided a substantial Letter of Credit (LOC) in the event that the infrastructure was not completed. That, in fact, did occur; but the county's error in not timely cashing the LOC caused funds not to be available to complete the infrastructure.

As a result of the developer's bankruptcy, Phases 4,5 & 6 were sold off (Pulte) and removed by court order from the Development Agreement. Phase 7 was at that point, and today is, still owned by the original individual property owner and was not subject to bankruptcy. That parcel, Phase 7, is under contract to TDON Development, is still subject to the original DA, has not been platted and remains undeveloped.

As part of the DA, the developer agreed to pay to the county \$8,000 for each residential dwelling, \$15,000 in county costs (attorney fees) and \$100,000 to the county for library books and supplies for the Indian Land library (Sun City).

In the requested 1st Amendment to the original DA, the HOA and individual property owners, through their wholly owned development arm, Bretagne Holdings, Inc. seeks no material change from the technical aspects of the terms and conditions of the original DA since all of the lots previously have been platted and sold to individuals, individuals (and subsequent purchasers) that have been unable to build on their lots because of the county's error years earlier.

The 1st Amendment does include a provision that the rooftop fee be reduced from the original \$8,000 down to the \$1,500 (public safety/schools) rooftop fee that is the county's generally accepted present fee. The amendment also contains a provision that the \$100,000 library fee be waived. Within Phases 1,2 & 3 there are 149 single –family residential lots. It is estimated that the cost to each lot owner for their proportional cost of completing the infrastructure will be \$34,000. (\$5,000,000 estimated total)

The county's LOC error resulted in litigation that several years ago was settled. Conditions of the settlement relevant to the 1st Amendment included:

- a. the county contributes \$100,000 toward the infrastructure costs (that money is budgeted and available);
- b. rooftop fees and building fees waived for approximately 15 of the 149 lots.

Lastly, if the 1st Amendment to the DA is passed, there will be a stand alone amended DA with Phases 1,2 & 3. The original 2007 DA will remain in place and be applicable to Phase 7.

Funding & Liability Factors: N/A

Council / Committee Options:

1. The 1st Amendment terms can be rejected and the original DA can remain in full force and effect for Phases 1,2 & 3.
2. The 1st Amendment terms can be accepted.
3. The 1st Amendment terms can be modified either upward or downward from the proposal made by the HOA developer as the Council deems appropriate.

Recommendation: The decision of the Council / committee is a policy decision that is beyond the staff responsibilities.



SYMBOL	DESCRIPTION
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SEE SHEET 2 FOR NOTES,
LIMBICATIVE TABLES
& LEGAL DESCRIPTION



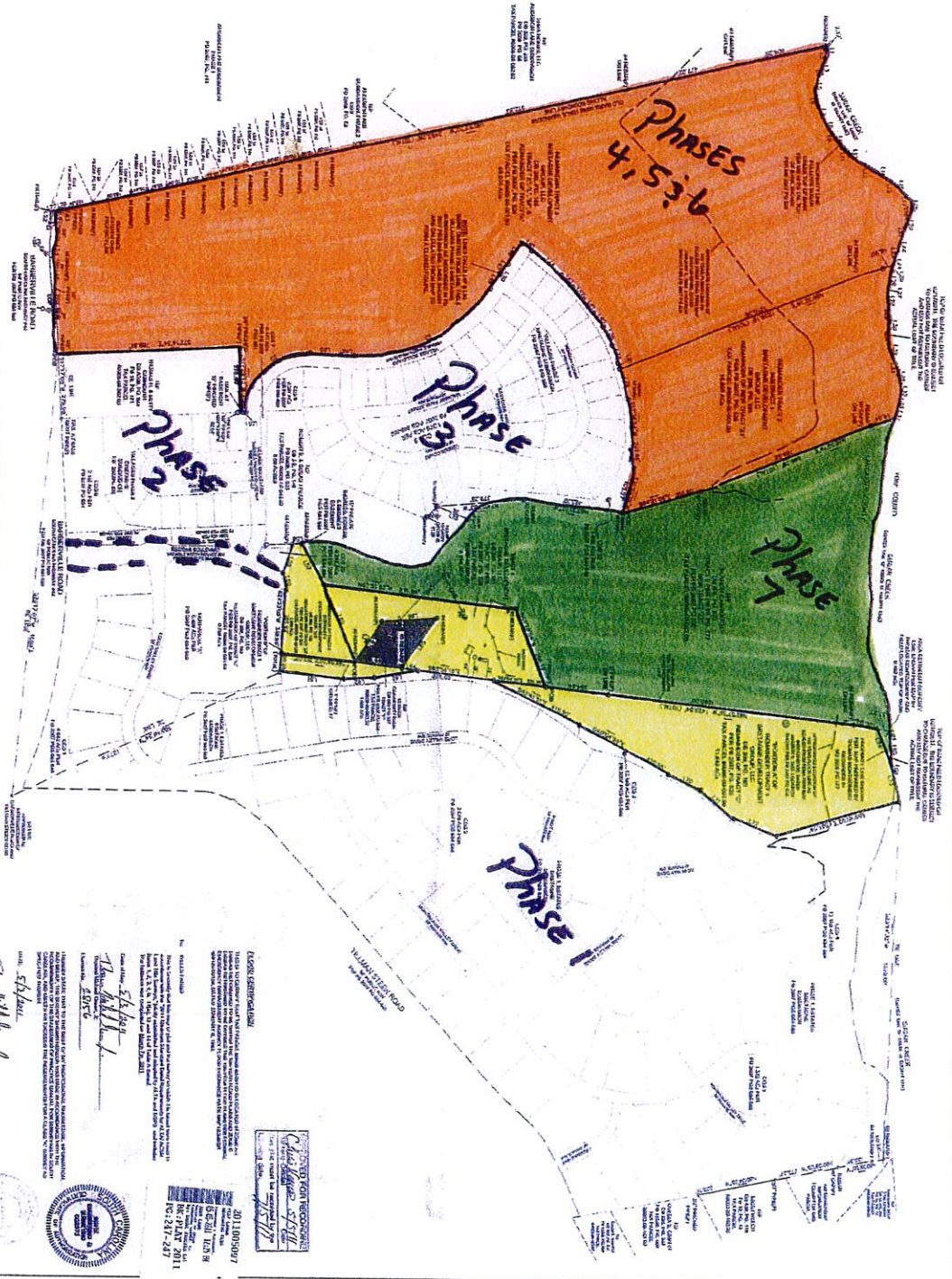
GRAPHIC SCALE
1" = 100'

TITLE
BRETAGNE SUBDIVISION
INDIAN LAND TOWNSHIP
LANCASTER COUNTY, SOUTH CAROLINA

INSITE
BRETAGNE SUBDIVISION
INDIAN LAND TOWNSHIP
LANCASTER COUNTY, SOUTH CAROLINA

ALTA/ACSM LAND TITLE SURVEY FOR
BRETAGNE SUBDIVISION
INDIAN LAND TOWNSHIP
LANCASTER COUNTY, SOUTH CAROLINA

SHEET NO. 1 OF 2



3011005017
BRETAGNE SUBDIVISION
INDIAN LAND TOWNSHIP
LANCASTER COUNTY, SOUTH CAROLINA

3011005017
BRETAGNE SUBDIVISION
INDIAN LAND TOWNSHIP
LANCASTER COUNTY, SOUTH CAROLINA

August 25, 2016

Via E-mail (dhardin@lancastercountysc.net)
Debbie Hardin, Clerk to Council
Lancaster County Council
P. O. Box 1809
Lancaster, SC 29721

**Re: First Amendment to the Development Agreement
for Bretagne**

Dear Ms. Hardin:

This letter is to provide additional information regarding the Bretagne Subdivision as requested by the Lancaster County Council Infrastructure and Regulation Committee. As an original lot owner and HOA president, I can assure Lancaster County that this will be a great neighborhood.

The Restrictive Covenants for Bretagne Subdivision include numerous provisions to ensure an upscale neighborhood. First, our neighborhood will be a gated community. We are currently designing a neighborhood amenity center with a pool that will cost in excess of a million dollars. Article III of the Covenants requires a minimum of 2,200 heated square feet for houses in The Villages and 3,500 in The Estates. Article VIII of the Covenants establishes the Architectural Review Committee and requires compliance with the residential planning guide. These rules are strict to ensure proper design standards and prohibit certain exterior materials such as vinyl siding. We anticipate price ranges starting above \$500,000 in The Villages and above \$650,000 in The Estates.

We plan to commence installation of roads and infrastructure in The Estates section within sixty (60) days of approval of the development agreement and have the entire neighborhood completed within a year of approval. Construction of houses should begin in the Spring of 2017 as many lot owners have house plans and are waiting to start building their homes.

I hope this letter provides the requested background information for approval of our amendment to the development agreement.

Bretagne Subdivision HOA

A handwritten signature in black ink, appearing to read 'E. Barry', with a long, sweeping horizontal line extending to the right.

Emily Barry
President and Lot Owner

cc: Chaplin Spencer, Esq.
John Weaver, Esq.

Bretagne

A. Original Termination Analysis

Agreement Dated: June 4, 2007
Term: 10 years⁸
Term Commencement Date: June 4, 2007
Original Termination Date: June 3, 2017

B. Effect of Tolling Legislation

1. 2010 Act

Is the development approval current and valid at any point during the period beginning January 1, 2008 and ending December 31, 2012? Yes.

2010 Act Clock Stopped / Topped: December 31, 2007 (210 days expired)

2010 Act Clock Resumes: January 1, 2013

2. 2013 Act

Is the development approval current and valid on December 31, 2012? Yes.

2013 Act Clock Stopped / Topped: January 1, 2013

2013 Act Clock Resumed: January 1, 2017 (9 years, 155 days remaining)

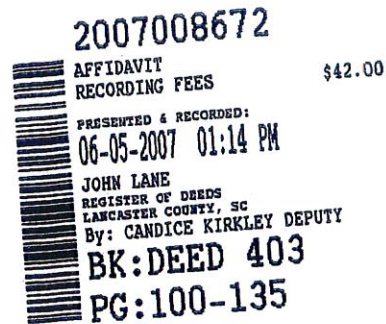
3. Revised Termination Date

Revised Termination Date: June 3, 2026

C. Summary

The effect of the two acts would be to extend the original termination date from 2017 to 2026. In a foreclosure action by Wells Fargo, the court terminated the Bretagne Development Agreement as it related to the property subject to the foreclosure action.

⁸ The development agreement provides that it "commences on the date this Agreement is executed by the Parties and terminates ten (10) years thereafter." The execution page indicates "the parties hereto have executed this Agreement as of the date first above written."



(Space above this line for recording use)

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) DEVELOPMENT AGREEMENT
)
) BRETAGNE

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the fourth day of June, 2007, by and among **BRETAGNE DEVELOPMENT GROUP, LLC** ("Developer"), a North Carolina limited liability company, **LINDA S. ROWLAND** ("Rowland"), **BLANCHE CARROUTH** and **ARNOLD E. CARROUTH** (collectively, Blanche Carrouth and Arnold E. Carrouth are referred to as "Carrouth")(collectively, Rowland and Carrouth are referred to as "Owners") and the **COUNTY OF LANCASTER** (the "County"), a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer is developing certain real property, consisting of three hundred two and twenty-two hundredths (302.22) acres, more or less, located in the County and known as the Bretagne development and presently zoned R-15 Moderate Density Residential/Agricultural District;

WHEREAS, Developer and County have determined that it is in the best interests of the County and Developer to enter into this Agreement to set forth the terms and conditions of the development in order to more fully protect the Developer's development rights, thereby providing certainty and predictability to the Developer of those rights and providing certainty and predictability to the County on the scope and terms of the development;

WHEREAS, the Developer desires to obtain from the County in connection with the development, and the County is willing to provide, assurances: (1) that the property will be appropriately zoned for the duration of this Agreement; (2) that upon receipt of its development and construction permits it may proceed with the planned development and construction; and (3) that the development rights will be vested for the duration of this Agreement.

WHEREAS, in connection with the proposed development, Developer, and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among

other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified as S.C. Code §§ 6-31-10 to -160, as amended (the "Act") and the Development Agreement Ordinance for Lancaster County, South Carolina ("Ordinance No. 663"), the parties to this Agreement, intending to be legally bound to a development agreement in accordance with the Act and Ordinance No. 663, agree as follows:

ARTICLE I

GENERAL

Section 1.01. Incorporation. The above recitals are incorporated in this Agreement as if the recitals were set out in this Agreement in its entirety. The findings contained in the Act are incorporated into this Agreement as if it were set out in this Agreement in its entirety.

Section 1.02. Definitions. (A) As used in this Agreement:

(1) "Act" means the South Carolina Local Government Development Agreement Act, codified as S.C. Code §§ 6-31-10 to -160, as amended.

(2) "Agreement" means this Development Agreement among County, Developer and Owners.

(3) "Carrouth" means the owner of the Carrouth Tract, as identified in Exhibit A, more specifically being Blanche Carrouth as holder of a life estate interest, and Arnold E. Carrouth as holder of the remainder interest and as the personal representative of the Estate of S.C. Carrouth, the last titleholder.

(4) "County" means the County of Lancaster, a political subdivision of the State of South Carolina.

(5) "County Council" means the governing body of the County.

(6) "Developer" means Bretagne Development Group, LLC, a North Carolina limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

(7) "Development Rights" means the right of the Developer to develop all or part of the Property in accordance with this Agreement.

(8) "Ordinance No. 663" means Ordinance No. 663 of the County which is cited as the Development Agreement Ordinance for Lancaster County, South Carolina.

(9) "Ordinance No. 812" means Ordinance No. 812 of the County zoning the Property R-15 Moderate Density Residential/Agricultural District.

(10) "Ordinance No. 813" means Ordinance No. 813 of the County approving this Agreement.

(11) "Owners" means Carrouth and Rowland.

(12) "Parties" means County, Developer and Owners.

(13) "Resolution No. 568" means Resolution No. 568 of the County acknowledging that the County Administrator made minor changes to this Agreement.

(14) "Rowland" means the owner of the Rowland Tract, as identified in Exhibit A, more specifically being Linda S. Rowland.

(15) "UDO" means Ordinance No. 309 as amended as of May 22, 2006 and which is cited as the Unified Development Ordinance of Lancaster County. A copy of the UDO is on file in the office of the County Planning Department.

(16) "Property" means the land, and any improvements thereon, described in Section 1.04.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act and Ordinance No. 663.

Section 1.03. Parties. The parties to this Agreement are County, Developer and Owners.

Section 1.04. Property. This Agreement applies to the land described in Exhibit A, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. The Property is generally known as the Bretagne development.

Section 1.05. Zoning. The Property is zoned as R-15 Moderate Density Residential/Agricultural District pursuant to Ordinance No. 812. Ordinance No. 812 is hereby incorporated into this Agreement by reference.

Section 1.06. Permitted Uses. (A) The development uses permitted on the Property shall be limited to those shown on the attached Exhibit B and Exhibit F, more specifically being four hundred (400) single-family residential lots. Density is limited to four hundred (400) dwelling units. Developer may reduce density, provided that the reduction is evidenced in a writing submitted to the County. Building heights are limited to typical residential building heights otherwise permitted by the UDO. Other terms and conditions of the development of the Property are set forth on Exhibit B.

(B) Prior to the installation of water and sewer for the Bretagne development, at the request of the Developer, the County agrees to issue up to four (4) building permits of which three (3) would be for model single family residences for sale ("Model Homes") and one (1) would be for the gatehouse building. The Model Homes may be connected to temporary water and sewer services, including septic tanks, provided, that the Model Homes shall be connected to permanent water and sewer services as soon as the permanent services are available. Prior to issuing the building permits for the Model Homes, Developer shall provide County with proof of applicable approvals by other government entities, including, but not limited to the South Carolina Department of Health and Environmental Control. Except for the water and sewer connections, Developer must comply with all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes. Developer agrees that County shall not issue a certificate of occupancy for the Model Homes until the Model Homes are connected to permanent water and sewer service and meet otherwise applicable requirements, provided, that the absence of a

certificate of occupancy does not prevent Developer from the using the Model Home for Model Home purposes.

(C) For purposes of plan approval, the Overall Development Plan, attached hereto as Exhibit F and incorporated herein by reference, is deemed as preliminary plan approval. All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the requirements of the UDO apply. Prior to recording any plat for the Property, Developer must obtain final plat approval from the County Planning Department staff. The final plat approval process includes any necessary reviews by other departments and agencies and compliance with the other departments and agencies applicable regulations.

Section 1.07. Development Schedule. (A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) County and Developer acknowledge that the development schedule is an estimate. The failure of the Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. County and Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces. Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification.

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions.

(D) To adjust the development schedule, the Developer shall submit a proposed adjustment to the Clerk to County Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective sixty (60) days from receipt by the Clerk to County Council unless the County Council has disapproved the proposed adjustment by passage of a resolution to that effect within the sixty (60) day period.

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create, and does not create, a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

Section 1.09. Benefits and Burdens. (A) The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.

(B) Except for the owners and lessees of individual residential lots who are the end users and not developers thereof, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to the County of the transfer of property to a developer in the manner prescribed in Section 3.05.

(C) Notwithstanding the provisions of Section 1.09(B), the purchaser or other successor in title to the Developer and who is the owner or lessee of an individual residential lot is responsible for performance of Developer's obligations pursuant to Section 4.02, but only as to the portion of the Property so transferred.

(D)(1) The Parties acknowledge that: (i) Carrouth is executing this Agreement solely as the owner of the Carrouth Tract, as identified in Exhibit A; (ii) Rowland is executing this Agreement solely as the owner of the Rowland Tract, as identified in Exhibit A; and (iii) both Carrouth and Rowland will benefit from the surrounding development and from the terms of this Agreement.

(2) Developer acknowledges and agrees that it: (i) is responsible for the development of the Carrouth Tract and Rowland Tract; and (ii) will develop the Carrouth Tract and Rowland Tract in accordance with the terms and conditions of this Agreement.

(3) Carrouth acknowledges and agrees that: (i) Developer is responsible for the Development of the Carrouth Tract; (ii) if Developer does not acquire title to the Carrouth Tract, then Carrouth or its successor in interest will develop the Carrouth Tract in accordance with this Agreement and is responsible for Developer's obligations pursuant to this Agreement but only for those obligations applicable to the Carrouth Tract.

(4) Rowland acknowledges and agrees that: (i) Developer is responsible for the Development of the Rowland Tract; (ii) if Developer does not acquire title to the Rowland Tract, then Rowland or its successor in interest will develop the Rowland Tract in accordance with this Agreement and is responsible for Developer's obligations pursuant to this Agreement but only for those obligations applicable to the Rowland Tract.

Section 1.10. Term. The term of this Agreement commences on the date this Agreement is executed by the Parties and terminates ten (10) years thereafter.

Section 1.11. Required Information. Ordinance No. 663 requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County. (A) The County represents that it finds the development permitted by this Agreement is consistent with the County's comprehensive plan and land development regulations.

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 813 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 813 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer. (A) Developer and Owners represent that the number of acres of highland contained in the Property is greater than two hundred fifty (250) but one thousand (1,000) acres or less.

(B) Developer represents that, as of the date of this Agreement, it is the only legal and equitable owner of the Bretagne Development Group, LLC, Tracts as identified in Exhibit A of this Agreement. Carrouth represents that it is the only legal and equitable owner of the Carrouth Tract as of the date of this Agreement except to the extent that Developer has an option to purchase the Carrouth Tract. Rowland represents that it is the only legal and equitable owner of the Rowland Tract as of the date of this Agreement except to the extent that Developer has an option to purchase the Rowland Tract.

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop. (A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement. As of the date of this Agreement, the right of Developer to develop the Property is deemed vested with Developer for the term of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the date of this Agreement, unless another date is otherwise specified in this Agreement, as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 812 and the UDO and the terms of this Agreement.

(D) Except as may be provided for in this Agreement, the Act or Ordinance No. 663, no future changes or amendments to the Laws and Land Development Regulations shall apply to the Property, and no other local land development legislative enactments shall apply to the development, the Property, or this Agreement which have a direct or indirect adverse effect on

the ability of the Developer to develop the Property in accordance with the Laws and Land Development Regulations.

(E) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as S.C. Code §§ 6-29-1510 to -1560, as amended, or the provisions of Ordinance No. 673, the County's ordinance relating to the Vested Rights Act.

Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations. (A) County may apply laws adopted after the execution of this Agreement to the development of the Property only if the County Council holds a public hearing and determines:

(1) the laws are not in conflict with the laws governing this Agreement and do not prevent the development set forth in this Agreement and "laws" which prevent development include, but are not limited to, a moratorium, or any other similar restriction that curtails the rate at which development can occur on the Property;

(2) the laws are essential to the public health, safety, or welfare and the laws expressly state that they apply to the development that is subject to this Agreement;

(3) the laws are specifically anticipated and provided for in this Agreement;

(4) that substantial changes have occurred in pertinent conditions existing at the time this Agreement was approved which changes, if not addressed by County, would pose a serious threat to the public health, safety, or welfare; or

(5) that this Agreement was based on substantially and materially inaccurate information supplied by the Developer.

(B) Developer agrees to comply with any county-wide building, housing, electrical, plumbing, and gas codes adopted by County Council after the execution of this Agreement and in force at the time plans for buildings are submitted to the County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any building, housing, electrical, plumbing, or gas code adopted by County Council.

Section 3.04. Development Permits. (A) Developer agrees to obtain all local development permits for the development of the property. Local development permits or approvals needed, some of which may have been obtained as of the date of this Agreement include, but are not limited to:

(1) Zoning permit;

(2) Building permits, including plat approval; and

(3) Sign permit.

(B) County agrees to cooperate with Developer in the permitting process.

(C) The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

Section 3.05. Transfer of Development Rights. Developer may transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units or commercial acreage subject to the transfer. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article. The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, ad valorem taxes collected from the property may meet or exceed the burdens and costs placed upon the County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs.

Section 4.02. Payment to Lancaster County. (A) At the time an application for a building permit is made for each residential dwelling unit authorized in Section 1.06, Developer agrees to pay County eight thousand dollars (\$8,000.00) for each residential dwelling unit to which the building permit would apply. Payment of the optional lump sum amount provided for in Section 4.02(B) fulfills the Developer's agreement to make a payment at the time of application for a building permit.

(B) Not later than ten years from the date of this Agreement, Developer shall have the option to pay County a lump sum amount equal to eight thousand dollars (\$8,000.00) times an amount not to exceed four hundred (400). The lump sum payment entitles the Developer to receive a certain number of building permits, as provided in subsection (D) of this section. Exercise of this option and, if exercised, the number by which the dollar amount is multiplied shall be totally within the discretion of the Developer, provided, however, in no event shall Developer be entitled to receive building permits for more than four hundred (400) residential dwelling units.

(C) The expenditure and use of the revenue from the payments required by this section is at the sole discretion of the County Council.

(D) Payment of the optional lump sum amount entitles the Developer to building permits for constructing single family residences on lots in the Property. The number of building permits shall be determined by dividing the amount received as the optional lump sum payment by eight thousand, provided, however, in no event shall Developer be entitled to receive building permits for more than four hundred (400) residential dwelling units. At the time of payment of the optional lump sum amount, the County shall provide to the Developer a document indicating the Developer: (i) has paid the optional lump sum amount; (ii) is entitled to a specified number of building permits for the Property; (iii) will receive building permits upon meeting all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes adopted by County Council; (iv) will receive the building permits notwithstanding any applicable moratorium, limit on the issuance of building permits, or any other restriction on development rights in effect at the time of application or time of issuance for the building permit; and (v) that the County considers the issuance of the document entitling the Developer to building permits pursuant to this Section 4.02(D) to be a "building permit" as used in Section 13.6.2.6.5 of the UDO, as added to the UDO by Ordinance No. 673, and relating to vesting of construction.

Section 4.03. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than December 31, 2007, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at fifteen thousand (\$15,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.04. Other Charges or Fees. (A) Nothing in this Agreement shall be construed as relieving Developer from the payment of any fees or charges in effect at the time of collection as may be assessed by entities other than the County.

(B) Developer is subject to the payment of any and all present or future fees enacted by the County that are of County-wide application and that relate to the County's costs of processing applications, issuing development permits, issuing building permits, reviewing plans, conducting inspections or similar type processing costs.

Section 4.05. Infrastructure and Services. The Parties recognize that the majority of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

(A) **Roads.** (1) Developer is responsible for the construction and costs of all roads, both public and private, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation to Tillman Steen Road and Barberville Road related to the development of the Property. The public road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. One or more roads within the development of the Property may be one way.

(2) County acknowledges that the Bretagne development is a restricted access community. Construction and maintenance of all roads within this restricted access community is the responsibility of the Developer. Developer may transfer its maintenance obligation to a homeowners' association established for the Bretagne development, provided, that the transfer is for perpetual maintenance.

(3) Developer agrees to be responsible for the maintenance of the landscaping in the right of way and any medians of the roads within the Property, Developer may transfer its maintenance obligation to a homeowners' association established for the Bretagne development, provided, that the transfer is for perpetual maintenance.

(4) Developer agrees to obtain an easement from the South Carolina Department of Transportation to maintain the landscaping in the median and right-of-way at the entrances to the Property on Tillman Steen Road and Barberville Road. Developer's obligation to maintain the landscaping in the median and right-of-way is limited to mowing and planting of grass, trimming and planting of shrubs, trees and other vegetation, and maintenance and operation of any associated irrigation system. County agrees to cooperate with Developer in obtaining an easement or other related approvals. Developer may transfer its maintenance obligation to a homeowners' association established for the Bretagne development, provided, that the transfer is for perpetual maintenance.

(5) A County maintained road, Sunset Hollow Road, is located on the Property and provides access to the property of Robert Pearce (the "Pearce Property"). Developer agrees to seek the closure and abandonment of Sunset Hollow Road and County agrees to cooperate with the Developer in the closure and abandonment of Sunset Hollow Road. Prior to closure and abandonment of Sunset Hollow Road, Developer agrees to provide Robert Pearce with an access route to the Pearce Property that is acceptable to Robert Pearce. Upon closure and abandonment of Sunset Hollow Road, County is not responsible for maintenance of Sunset Hollow Road and is not responsible for construction and maintenance of any access road to the Pearce Property.

(B) Potable Water. Potable water will be supplied to the Property by the Lancaster County Water and Sewer Authority. Developer will construct, or cause to be constructed, all necessary water service infrastructure within the Property and the water service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with water service or water service infrastructure to or within the Property. The water service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(C) Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by the Lancaster County Water and Sewer Authority. Developer will construct, or cause to be constructed, all necessary sewage conveyance infrastructure within the Property and the infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with sewage conveyance service or infrastructure to or within the Property. Sewage conveyance infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(D) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development

of the Property and such infrastructure will be maintained by Developer or a homeowners' association established for the Bretagne development. County is not responsible for any construction or maintenance costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(E) Solid Waste Collection. The County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses within the County. It is understood and acknowledged that the County does not presently provide solid waste disposal for single, multi-family or commercial developments.

(F) Law Enforcement Protection. The County shall provide law enforcement protection services to the Property on the same basis as is provided to other residents and businesses within the County.

(G) Recycling Services. The County shall provide recycling services to the Property on the same basis as is provided to other residents and businesses within the County.

(H) Emergency Medical Services (EMS). Emergency medical services shall be provided by the County to the Property on the same basis as is provided to other residents and businesses within the County.

(I) Fire Services. Fire services will be provided by the Pleasant Valley Volunteer Fire Department.

(J) Library Service. The County shall provide library services on the same basis as is provided to other residents within the County.

(K) School Services. Public school services are now provided by the Lancaster County School District.

(L) Parks and Recreation. The County shall provide parks and recreation services on the same basis as is provided to other residents within the County.

Section 4.06. Library Books. Developer agrees to donate, not later than two years from the date of this Agreement, one hundred thousand dollars (\$100,000.00) to the County to be used to buy books and other library material for the County's library located in Indian Land.

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. Any notice, demand, request, consent, approval or communication which a party is required to or may give to another party to this Agreement shall be in writing and shall be delivered or addressed to the other at the address set forth below or to such other address as the party may from time to time direct by written notice given in the manner prescribed in this section, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fourteenth (14th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided in this section.

All notices, demands, requests, consents, approvals or communications to the County shall be addressed to:

County of Lancaster
Attn: County Administrator
101 N. Main St.
P.O. Box 1809
Lancaster, SC 29721

And to Developer:

Bretagne Development Group, LLC
Attn: Jason Munn
1171 Market Street, Suite 204
Fort Mill, SC 29708

With Copy to:

Bell, Tindal & Freeland, P.A.
Attn: William C. Tindal, Esq.
P. O. Box 867
Lancaster, SC 29721

And to Rowland:

Linda S. Rowland
1128 Sunset Hollow Road
Fort Mill, SC 29715

And to Carrouth:

Blanche Carrouth
1137 Sunset Hollow Road
Fort Mill, SC 29715

Arnold E. Carrouth
109 E. Leroy Street
Fort Mill, SC 29715

Section 5.02. Amendments. (A) This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. An amendment to this Agreement must be in writing. No statement, action or agreement made after the date of this Agreement shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and

signed by the party against whom the change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

(B) If an amendment to this Agreement constitutes a major modification, the major modification may occur only after public notice and a public hearing by the County Council. A "major modification" means: (i) any increase in maximum gross density of development on the Property over that set forth in this Agreement; (ii) land use changes that are inconsistent with the land uses contained in this Agreement; (iii) any major miscalculations of infrastructure or facility needs from that contemplated in this Agreement and which create demand deficiencies; or (iv) any other significant deviation from the development as contemplated in this Agreement.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after this Agreement is entered into which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

Section 5.03. Periodic Review. At least every twelve months, the County planning director must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

Section 5.04. Breach of Agreement. (A) If, as a result of the periodic review provided in Section 5.03 of this Agreement or at any other time, the County planning director finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the County planning director shall serve notice in writing, within a reasonable time after the periodic review, upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time in which to cure the material breach.

(B) If the Developer fails to cure the material breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then the County Council may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, the County Council must first give the Developer the opportunity: (1) to rebut the finding and determination; or (2) to consent to amend the Agreement to meet the concerns of the County Council with respect to the findings and determinations.

Section 5.05. Enforcement. The Parties shall each have the right to enforce the terms, provisions and conditions of this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

Section 5.06. No Third Party Beneficiary. The provisions of this Agreement may be enforced only by the Parties. No other persons shall have any rights hereunder.

Section 5.07. Recording of Agreement. The Parties agree that Developer shall record this Agreement with the County Clerk of Court within fourteen (14) days of the date of execution of this Agreement.

Section 5.08. Administration of Agreement. County is the only local government that is a party to this Agreement and the County is responsible for the Agreement's administration.

Section 5.09. Effect of Annexation and Incorporation. The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in a newly-incorporated municipality or is annexed into a municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by S.C. Code § 6-31-110, as amended. County reserves the right to enter into an agreement with the newly-incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

Section 5.10. Estoppel Certificate. Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (1) that this Agreement is in full force and effect; (2) that this Agreement has not been amended or modified, or if so amended, identifying the amendments; and (3) whether, to the knowledge of the party, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default; and (4) whether, to the knowledge of the party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

Section 5.11. Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

Section 5.12. Construction of Agreement. The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 5.13. Assignment. The rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. County may assign its rights, obligations, duties and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

Section 5.14. Governing Law; Jurisdiction; and Venue. (A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the Sixth (6th) Judicial Circuit of the State of South Carolina.

Section 5.15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Section 5.16. Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

Section 5.17. Severability. If any provision in this Agreement or the application of any provision of this Agreement is held invalid, the invalidity shall apply only to the invalid provision, and the remaining provisions of this Agreement, and the application of this Agreement or any other provision of this Agreement, shall remain in full force and effect.

SIGNATURES FOLLOW ON NEXT PAGE.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESSES:

[Signature]
Peggy M. White

DEVELOPER:

Bretagne Development Group, LLC
a North Carolina limited liability company

By: [Signature]
Jason S. Munn
Principal and Director of Operations

WITNESSES:

[Signature]
Peggy M. White

OWNER OF THE ROWLAND TRACT:

Linda S. Rowland

By: [Signature]
Sonya R. Carrouth, as attorney-in-fact
for Linda S. Rowland

WITNESSES:

[Signature]
Peggy M. White

OWNER OF THE CARROUTH TRACT:

Blanche Carrouth, holder of a life estate

By: [Signature]
Arnold Carrouth, as attorney-in-fact
for Blanche Carrouth

Arnold E. Carrouth, holder of the remainder interest
and as personal representative of the estate of
S.C. Carrouth

[Signature]
Peggy M. White

By: [Signature]
Arnold E. Carrouth

ADDITIONAL SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

Michael E.

By:

Steve Willis

Steve Willis
County Administrator

Donna Robinson

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STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

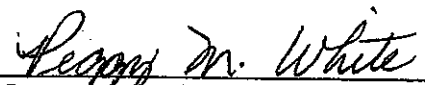
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Bretagne Development Group, LLC, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.


First Witness Signs Again Here

Seal

SWORN to before me this
5th day of June, 2007.


Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: 10/30/2013

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE


PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Sonya R. Carrouth, as attorney-in-fact for Linda S. Rowland, sign, seal and as her act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.



First Witness Signs Again Here

Seal

SWORN to before me this
5th day of June, 2007.

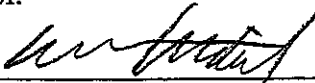


Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: 10/30/2013

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE

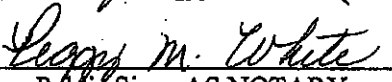
PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Arnold Carrouth, as attorney-in-fact for Blanche Carrouth, sign, seal and as his act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.



First Witness Signs Again Here

Seal

SWORN to before me this
5th day of June, 2007.

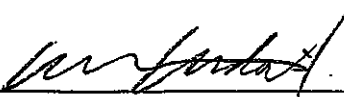


Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: 10/30/2013

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE

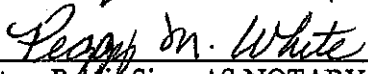
PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Arnold E. Carrouth, as holder of a remainder interest and as personal representative of the estate of S.C. Carrouth, sign, seal and as his act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.



First Witness Signs Again Here

Seal

SWORN to before me this
5th day of June, 2007.



Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: 10/30/2013

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE

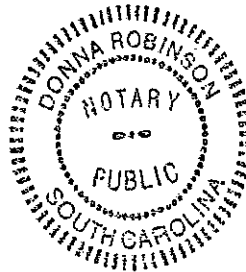
PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named County of Lancaster by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

Michael E.
First Witness Signs Again Here

Seal

SWORN to before me this
4 day of June 2007.

Donna Robinson
Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: November 2, 2016



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Exhibit A
Property Description

Bretagne

Rowland Tract – Approximately 1 Acre

All that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Lancaster, Indian Land township, and more commonly designated as a portion of property of Plat of Todd E. Carrouth and Sonya R. Carrouth, and according to survey thereof prepared by J.B. Fisher, R.L.S., dated October 17, 1990 and recorded as Plat No. 11427, having the following courses and distances, to wit: BEGINNING at an iron pin in 20 foot drive easement N. 73-19-30 W. 23717 feet to an iron pin, thence N. 54-49-27 E. 260.00 feet to an iron pin, thence S. 62-32-00 E. 210.00 feet to an iron pin; thence S. 54-49-27 W. 210.00 feet to the point of beginning.

DERIVATION: This being the identical property conveyed in deeds recorded in Deed Book 0-7 at Page 252, Deed Book S-7 at Page 258, Deed Book U-7 at Page 160 and Deed of Distribution recorded in Deed Book 144 at Page 94, Lancaster County Clerk of Court's Office.

Carrouth Tract – Approximately 38.448 Acres

BEGINNING at an SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') and from said monument, thence along a tie line for the next four courses and distances: (1st) North 55-28-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), (2nd) North 62-59-02 West 33.00' to a nail set in a pipe, (3rd) North 62-59-02 West 1,259.41' to a #5 rebar, and (4th) South 01-30-19 East 355.89' to an iron pin found, which is the **POINT AND PLACE OF BEGINNING**; thence South 08-05-03 East 193.38' to a #5 rebar found; thence North 71-37-04 West 151.90' to a found pinch pipe; thence North 47-54-52 West 220.02' to 1" pipe; thence North 57-25-57 West 75.04' to a bent #5 rebar with a nail set at its base; thence North 69-46-01 West 101.99' to a #5 rebar found; thence South 62-24-23 West 276.55' to a #5 rebar found; thence South 47-54-31 East 149.95' to a #5 rebar found; thence North 74-06-23 West 379.42' to a #5 rebar set; thence North 62-26-12 West 423.22' to a #5 rebar set; thence North 84-21-05 West 355.60' to a #5 rebar set; thence South 88-53-19 West 789.52' to a #5 rebar set; thence South 88-53-19 West 100.00 feet to a point on the top bank of Sugar Creek; thence following the bank of the creek for the next 27 courses and distances: (1st) North 39-48-49 East 10.10' to a point, (2nd) North 29-49-52 East 45.26' to a point, (3rd) North 44-00-14 East 52.74' to a point, (4th) North 23-25-21 East 48.85' to a point, (5th) North 42-11-06 East 46.92' to a point, (6th) North 11-36-49 East 52.76' to a point, (7th) North 27-46-01 East 67.30' to a point, (8th) North 19-31-57 East 55.34' to a point, (9th) North 45-25-00 East 56.50' to a point, (10th) North 27-04-46 East 64.04' to a point, (11th) North 24-52-43 East 47.97' to a point, (12th) North 31-05-57 East 53.25' to a point, (13th) North 26-08-27 East 54.58' to a point, (14th) North 17-16-52 East 42.63' to a point; (15th) North 19-24-10 East 55.48' to a point, (16th) North 19-14-50 East 52.82' to a point, (17th) North 33-44-36 East 30.83' to a point, (18th) North 09-03-08 East 23.38'

to a point, (19th) North 36-56-04 East 35.01' to a point, (20th) North 19-52-27 East 61.45' to a point, (21st) North 24-03-26 East 63.03' to a point, (22nd) North 01-23-30 East 75.20' to a point, (23rd) North 00-07-44 East 52.23' to a point, (24th) North 05-27-38 West 53.02' to a point, (25th) North 02-19-38 East 51.32' to a point, (26th) North 10-05-11 East 50.07' to a point, and (27th) North 13-12-31 East 67.51' to a point; thence South 62-57-20 East 57.23' to a #5 rebar set; thence South 62-57-20 East 100.00' to a #4 rebar found; thence South 62-57-20 East 1,065.00' to a 1" pipe found; thence South 62-57-20 East 264.84' to a 1" pipe found; thence South 01-29-54 East 356.19' to a #5 rebar found; thence South 62-55-52 East 835.86' to the **POINT AND PLACE OF BEGINNING**, containing 38.448 acres, more or less, and shown as "New Tract Z2" on a survey prepared for Bretagne Development Group, LLC by McKim & Creed, dated December 18, 2006 and certified by Donald G. Crews (P.L.S. #14807).

The property described herein is a portion of the now or former S.C. Carrouth Property described in Deed Book A006 at Page 0923.

Tax Map ID: 0006-00-003.00

Bretagne Development Group, LLC Tract – Approximately 123.610 Acres

BEGINNING at SCGS Monument "State AZ Mark" (N=1,155,534.41', E=2,044,004.27') and thence following a tie line South 20-08-39 West 2,502.85' to SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') thence continuing along a tie line North 55-28-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), which is the **POINT AND PLACE OF BEGINNING**; thence following the arc of a circular curve with a radius of 2,291.83', a length of 534.98', delta 13-22-29, and a chord length 53377' and chord bearing South 33-20-54 West to a point; thence North 40-02-09 East 217.30' PK nail found, which nail is South 37-54-44 East 49.24' from a concrete monument found 25.57' from the centerline of Barberville Road; thence North 69-12-00 West 941.54' a #5 rebar set; thence North 69-12-00 West 21.15' to a iron pipe found with a nail set at its base; thence North 20-18-52 West 20.38' to a #5 rebar set; thence North 20-18-52 West 1,829.58' to a #4 rebar found; thence South 3859-13 West 68.83' to a #4 rebar found; thence South 06-41-38 East 489.90' to a found PK nail; thence North 80-35-28 West 544.35' to a 1" pinch pipe found; thence North 80-35-43 West 33776' to a 1" pinch pipe found; thence North 80-35-40 West 428.13' to a #4 rebar found; thence North 80-35-40 West 528.00' to a point; thence South 15-12-08 West 915.08' to a point; thence South 24-31-58 West 77.20' to a point; thence South 41-09-58 West 161.70' to a point; thence South 36-26-58 West 300.30' to a point; thence South 04-14-58 West 275.90' to a point; thence South 03-29-30 East 143.22' to a point; thence South 62-57-20 East 100.00' to a #4 rebar found; thence South 62-57-20 East 1,065.00' to a 1" pipe found; thence South 62-57-20 East 264.84' to a 1" pipe found; thence South 62-54-15 East 626.12' to a #5 rebar found; thence South 62-56-02 East 209.86' to a #5 rebar found; thence South 62-59-02 East 1,259.41' to a iron pipe found with a nail set in the pipe; thence South 62-59-02 East 33.00' to the **POINT AND PLACE OF BEGINNING**, containing 123.610 acres, more or less, and shown as "Tract C, D" on a survey prepared for Bretagne Development Group, LLC by McKim & Creed, dated December 18, 2006 and certified by Donald G. Crews (P.L.S. #14807).

The property described herein is a portion of the now or former SPS Properties, LLC Property described in Deed Book 333 at Page 271, Lancaster County Registry and shown on plat recorded in Plat Book 19 at Page 174, Lancaster County Registry.

DERIVATION: The property described above was acquired by the Grantor by deed from Mary Ann S. Smith, recorded in Deed Book 323 at Page 212 and Deed Book 333 at Page 289, Lancaster County Registry.

Tax Map ID: 6-00-004.00

Bretagne Development Group, LLC Tract – Approximately 88.209 Acres

BEGINNING at an SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') and from said monument, thence along a tie line for the next five courses and distances: (1st) North 5528-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), (2nd) following the arc of a circular curve with a radius of 2,291.83', a length of 374.16', delta 9-21-15, and a chord length 373.75' and chord bearing South 21-59-03 West to a point, (3rd) South 1718-25 East 504.29' to a point, (4th) North 72-13-07 West 33.00' to a bent 1/2" pipe with a nail set at its base, (5th) South 17-17-06 West 276.08' to an iron pin found, which is the POINT ANDPLACE OF BEGINNING; thence South 17-21-01 West 274.62' to a 1/2" pinch pipe found; thence South 17-11-57 West 101.70' to a #5 rebar set; thence South 23-35-49 West 176.25' to a 3/4" pipe found; thence South 72-03-29 East 33.21' to a point; thence South 25-39-36 West 49.47' to a point; North 81-53-30 West 36.04' to a #5 rebar set; thence North 81-53-30 West 21.99' to a 1" pinch pipe found; thence North 81-53-30 West 2,983.36' to a #4 rebar found; thence North 81-53-30 West 404.71' to a #4 rebar found; thence North 81-53-30 West 7.16' to a point; thence following the top of the bank of Sugar Creek for the next 24 courses and distances: (1st) North 47-13-43 East 34.01' to a point, (2nd) North 34-30-09 East 45.59' to a point, (3rd) North 29-50-03 East 50.36' to a point, (4th) North 64-37-04 East 24.87' to a point, (5th) North 39-00-51 East 57.82' to a point, (6th) North 08-40-03 68.71' to a point, (7th) North 07-11-52 West 72.13' to a point, (8th) North 07-28-58 West 46.36' to a point, (9th) North 08-05-44 West 37.95' to a point, (10th) North 16-22-27 West 48.61' to a point, (11th) North 23-41-05 West 47.27' to a point, (12th) North 36-45-02 West 46.29' to a point, (13th) North 38-04-00 West 79.25' to a point, (14th) North 39-39-17 West 52.54' to a point, (15th) North 35-19-06 West 45.96' to a point, (16th) North 30-16-16 West 42.38' to a point, (17th) North 23-55-36 West 50.29' to a point, (18th) North 20-13-54 East 26.35' to a point, (19th) North 34-07-17 East 46.54' to a point, (20th) North 37-37-18 East 51.64' to a point, (21st) North 38-01-55 East 47.39' to a point, (22nd) North 36-23-14 East 49.74' to a point, (23rd) North 40-06-54 East 45.29' to a point, and (24th) North 28-56-37 East 17.01' to a point; thence turning away from the creek North 89-32-26 East 48.90' to a #4 rebar found; thence North 89-32-26 East 1,627.52' to a 1" pinch pipe found; thence North 62-25-49 East 594.15' to a #5 rebar found; thence North 62-24-11 East 69.99' to a #4 rebar found; thence South 47-54-47 East 493.07' to a #4 rebar found; thence South 05-18-08 West 285.07' to a bent 1/2" pipe found with a nail set at its base; thence South 72-11-15 East 151.48' to a #5 rebar found; thence South 72-11-15 East 101.56' to a bent 1/2" pipe found

with a nail set at its base; thence South 17-29-13 West 276.40' to a bent 1" pipe found with a nail set at its base; thence South 72-14-34 East 789.81' to the POINT AND PLACE OF BEGINNING, containing 88.209 acres, more or less, and shown as "Tract A, K, L, M" on a survey prepared for Bretagne Development Group, LLC by McKim & Creed, dated December 18, 2006 and certified by Donald G. Crews (P.L.S. #14807).

The property described herein is a portion of the now or former SPS Properties, LLC Property described in Deed Book 333 at Page 289, Lancaster County Registry and shown on plat recorded in Plat Book J-5 at Page 18, Lancaster County Registry.

DERIVATION: The property described above was acquired by the Grantor by deed from JTC Barberville Farm Property, LLC, recorded in Deed Book 323 at Page 235, Lancaster County Registry.

Tax Map ID: 6-00-001.00

Bretagne Development Group, LLC Tract -- Approximately 4.995 Acres

BEGINNING at an SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') and from said monument, thence along a tie line for the next three courses and distances: (1st) North 55-28-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), (2nd) North 62-59-02 West 33.00' to a nail set in a pipe, and (3rd) North 62-59-02 West 1,259.41' to a #5 rebar, which is the POINT AND PLACE OF BEGINNING; thence South 01-30-19 East 355.89 to an iron pin found; thence North 62-55-52 West 835.86' to a #5 rebar found; thence North 01-29-54 West 356.19' to a 1" pipe found; thence South 62-54-15 East 626.12' to a #5 rebar found; thence South 54-23-10 West 259.69' to a #4 rebar found with a bent nail set at its base; thence South 73-42-21 East 236.63' to a #5 rebar found with a bent nail set at its base; thence North 54-26-45 East 210.02' the POINT AND PLACE OF BEGINNING, containing 4.995 acres, more or less, and shown as the now or former Sonya Renee Carrouth Property, and also shown as "Tract E", on a boundary survey prepared for Bretagne Development Group, LLC by McKim & Creed, dated December 18, 2006 and certified by Donald G. Crews (P.L.S. #14807).

The property described herein is a portion of the now or former Sonya Renee Carrouth Property described in Deed Book 144 at Page 94 and Deed Book U-7 at page 160, Lancaster County Registry.

DERIVATION: The property described herein was acquired by the Grantor by deed from Sonya R. Carrouth AKA Sonya Renee Carrouth, recorded in Deed Book 387 at Page 297, Lancaster County Registry.

Tax Map ID: 6-00-003.01

Bretagne Development Group LLC Tract – Approximately 23.963 Acres

BEGINNING at SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') and from said monument, thence along a tie line for the next nine courses and distances: (1st) North 55-28-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), (2nd) North 62-59-02 West 33.00' to a nail set in a pipe, (3rd) North 62-59-02 West 1,259.41' to a #5 rebar, (4th) South 01-30-19 East 355.89' to an iron pin found, (5th) South 08-05-03 East 193.38' to a #5 rebar, (6th) North 71-37-04 West 151.90' to a pinch pipe found, (7th) North 47-54-52 West 220.02' to a 1" pipe, (8th) South 62-25-12 West 260.31' to a #4 rebar found, and (9th) South 62-24-11 West 69.99' to a #5 rebar found, which is the POINT AND PLACE OF BEGINNING; thence South 62-25-49 West 594.15' to a 1" pinch pipe found; thence South 89-32-26 West 1,627.52' to a #4 rebar found; thence South 89-32-26 West 48.90' to a point at the top of the bank of Sugar Creek; thence following the bank of Sugar Creek for the next thirteen courses and distances: (1st) North 28-56-37 East 31.28' to a point, (2nd) North 36-46-32 East 54.03' to a point, (3rd) North 25-58-23 East 42.99' to a point, (4th) North 15-04-35 East 55.41' to a point, (5th) North 10-55-37 East 51.14' to a point, (6th) North 29-42-05 East 37.92' to a point, (7th) North 18-52-08 East 67.40' to a point, (8th) North 03-29-41 East 56.31' to a point, (9th) North 06-43-02 West 54.37' to a point, (10th) North 08-52-39 East 60.24' to a point, (11th) North 30-13-51 East 54.47' to a point, (12th) North 29-56-08 East 50.42' to a point, and (13th) North 39-48-49 East 46.47' to a point; thence, turning away from the creek, North 88-53-19 East 100.00' to a set #5 rebar; thence North 88-53-19 East 789.52' to a set #5 rebar; thence South 84-21-05 East 355.60' to a set #5 rebar; thence South 62-26-12 East 423.22' to a set #5 rebar; thence South 74-06-23 East 379.42' to the POINT AND PLACE OF BEGINNING, containing 23.963 acres, more or less, and shown as "New Tract Z1" on a boundary survey prepared for Bretagne Development Group, LLC by McKim & Creed, dated December 18, 2006 and certified by Donald G. Crews (P.L.S. # 14807).

The property described herein is a portion of the now or former S. C. Carrouth Property (Deed Book A006, Page 0923, Lancaster County Registry).

Tax Map ID: 0006-00-003.00

Bretagne Development Group, LLC Tract – Approximately 22.673 Acres

BEGINNING at SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') and from said monument, thence along a tie line North 55-28-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), which is the POINT AND PLACE OF BEGINNING; thence following the arc of a circular curve with a radius of 2,291.83', a length of 374.16', delta 9-21-15, and a chord length 373.75' and chord bearing South 21-59-03 West to a point; thence continuing along Barberville Road South 17-18-25 East 504.29' to a point; thence North 72-13-07 West 33.00' to a bent 1/2" pipe with a nail set at its base; thence North 72-13-07 West 766.80' to a 1/2" pipe; thence North 72-13-07 West 22.04' to a bent 1/2" pipe; thence North 72-11-15 West 101.56' to a #5 rebar found; thence North 20-17-27 East 573.07' to a #5 rebar found; thence North 71-29-46 West 152.23' to a #5 rebar found; thence North 08-05-03 West 193.38' to an iron

pin found; thence North 01-30-19 West 355.89' to a #5 rebar; thence South 62-59-02 East 1259.41' to a nail set in a pipe; thence South 62-59-02 East 33.00' to the POINT AND PLACE OF BEGINNING, containing 22.673 acres, more or less, and shown as "New Tract Z3" on a survey prepared for Bretagne Development Group, LLC by McKim & Creed, dated December '18, 2006 and certified by Donald G. Crews (P.L.S. # 14807).

The property described herein is a portion of the now or former, S. C. Carrouth Property (Deed Book A006, Page 0923, Lancaster County Registry).

Tax Map ID 0006-00-003.00

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Exhibit B
Development Conditions
and
Development Acreage and Information

Development of the Property shall occur in accordance with the provisions of this Agreement, specifically including, but not limited to, Section 1.06, this Exhibit B and the proposed layout shown on Exhibit F.

Conditions and Exceptions

In addition to any other condition or exception that may apply to the Property, the following conditions and exceptions apply:

1. No clear-cutting shall be permitted;
2. Each lot, prior to the issuance of a certificate of occupancy for a dwelling thereon, shall have planted on it no fewer than two new hardwood trees of at least three inch caliper at chest height.
3. Side set backs shall be ten (10) feet on both sides of each lot (total of twenty (20) feet), provided that they may be reduced to eight (8) feet on either or both sides, in the event that stone, stucco, brick, hardiplank, or other similar non-flammable material is used on the entire facade.
4. In order to avoid regulated or protected environmentally sensitive areas, Developer shall have the right to:
 - a. reduce density;
 - b. reconfigure the lot layout around the environmentally sensitive areas;
5. Front set backs shall be twenty-five (25') feet, and rear set backs shall be twenty-five (25') feet.
6. The following exceptions to Section 13.7.10.8(c) of the UDO (Road Design (Geometric Criteria)) are approved:
 - (a) the centerline radius for Roads I, M and O, as depicted on Exhibit F, is reduced from a minimum of one hundred fifty feet (150') to a minimum of one hundred feet (100');
 - (b) the one hundred foot (100') minimum tangent between reverse curves does not apply to Roads A, B, H, Q and R, as depicted on Exhibit F; and
 - (c) the sixty foot (60') minimum tangent from curve to intersection does not apply to Roads K, O, P, Q, R, S, T, U and W, as depicted on Exhibit F, provided, however, all roads must intersect at ninety degree angles.
7. The following exception to Section 13.7.9.1 of the UDO (Residential Block Length) is approved: the minimum block length of six hundred feet (600') does not apply in Villages 1 through 6, as depicted on Exhibit F.

8. The following exception to Section 13.7.9.2 of the UDO (Residential Block Width) is approved: the minimum two tier block width does not apply in Villages 3 and 4, as depicted on Exhibit F.
9. The following exception to Section 10.6(17) of the UDO (New Subdivision or Commercial Development Signs) is approved: in lieu of the thirty-two (32) square foot maximum, the maximum sign surface area shall not exceed fifty (50) square feet.
10. The following front and side setbacks for corner lots is approved: for corner lots in the Villages, the front yard setback is not less than twenty-five feet (25') and the side yard setback is not less than fifteen feet (15'); for corner lots in the Estate portion of the Property, the front yard setback is twenty-five feet (25') and the side yard setback is not less than twenty-five feet (25').
11. The following exception to Section 12.11.2 of the UDO (Street Yard Landscaping) and Section 13.8.3(p) of the UDO (Final Plat, Performance Guarantee) is approved: in lieu of the Developer planting the trees required by Section 12.11.2 of the UDO or providing a performance guarantee as required by Section 13.8.3(p), the owner of each individual lot shall be responsible for planting the trees required by Section 12.11.2 and the trees must be planted before a certificate of occupancy may be issued for the property.

Density and Acreage Information

- The total number acres used to calculate density is 302.22.
- The overall density for the Bretagne development is 1.32 units per acre.

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Exhibit C
Development Schedule

<u>Calendar Year</u> <u>Beginning January 1</u>	<u>Units Commenced/Completed</u> <u>Single Family Units</u>
2007	0
2008	100
2009	100
2010	50
2011	50
2012	25
2013	25
2014	25
2015	15
2016	10
2017	

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Exhibit D
Required Information

The Act and Ordinance No. 663 require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. 663.

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. Developer is the legal and equitable owner of the Bretagne Development Group, LLC, Tracts as identified in Exhibit A of this Agreement. Carrouth is the only legal and equitable owner of the Carrouth Tract except to the extent that Developer has an option to purchase the Carrouth Tract. Rowland is the only legal and equitable owner of the Rowland Tract except to the extent that Developer has an option to purchase the Rowland Tract.

(B) *the duration of the agreement which must comply with Code Section 6-31-40.* See Section 1.10.

(C) *a representation by the developer of the number of acres of highland contained in the property subject to the agreement.* See Section 2.02.

(D) *the then current zoning of the property and a statement, if applicable, of any proposed rezoning of the property.* See Section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities and height.* See Section 1.06 and Exhibit B.

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.* See Article IV, including specifically Section 4.05.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement. Not applicable except that in regards to any environmentally sensitive property, Developer agrees to comply with all applicable environmental laws.*

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the*

developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. See Section 3.04.

(I) a finding that the development permitted or proposed is consistent, or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations. See Section 2.01(A).

(J) a description, where appropriate, of any provisions for the preservation and restoration of historic structures. Developer agrees to comply with all laws applicable to the preservation and restoration of historic structures within the Property.

(K) a development schedule including commencement dates and interim completion dates at no greater than five year intervals. See Section 1.07 and Exhibit C.

(L) if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See Section 5.08.

(M) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both. See Section 3.01(B) and Exhibit E.

(N) a provision, consistent with Code Section 6-31-80, addressing the circumstances under which laws and land development regulations adopted subsequent to the execution of the agreement apply to the property subject to the agreement. See Section 3.03.

(O) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly-incorporated area and, if so, that the provisions of Code Section 6-31-110 apply. See Section 5.09.

(P) a provision [relating to the amendment, cancellation, modification or suspension of the agreement]. See Section 5.02.

(Q) a provision for periodic review, consistent with the provisions of Section 8 of Ordinance No. 663. See Section 5.03.

(R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Section 9 of Ordinance No. 663. See Section 5.04.

(S) a provision that the developer, within fourteen days after the County enters into the agreement, will record the agreement with the County Clerk of Court. See Section 5.07.

(T) *a provision that the burdens of the agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement. See Section 1.09(A).*

(U) *a provision addressing the conditions and procedures by which the agreement may be assigned. See Section 1.09(B), Section 3.05 and Section 5.12.*

Exhibit E

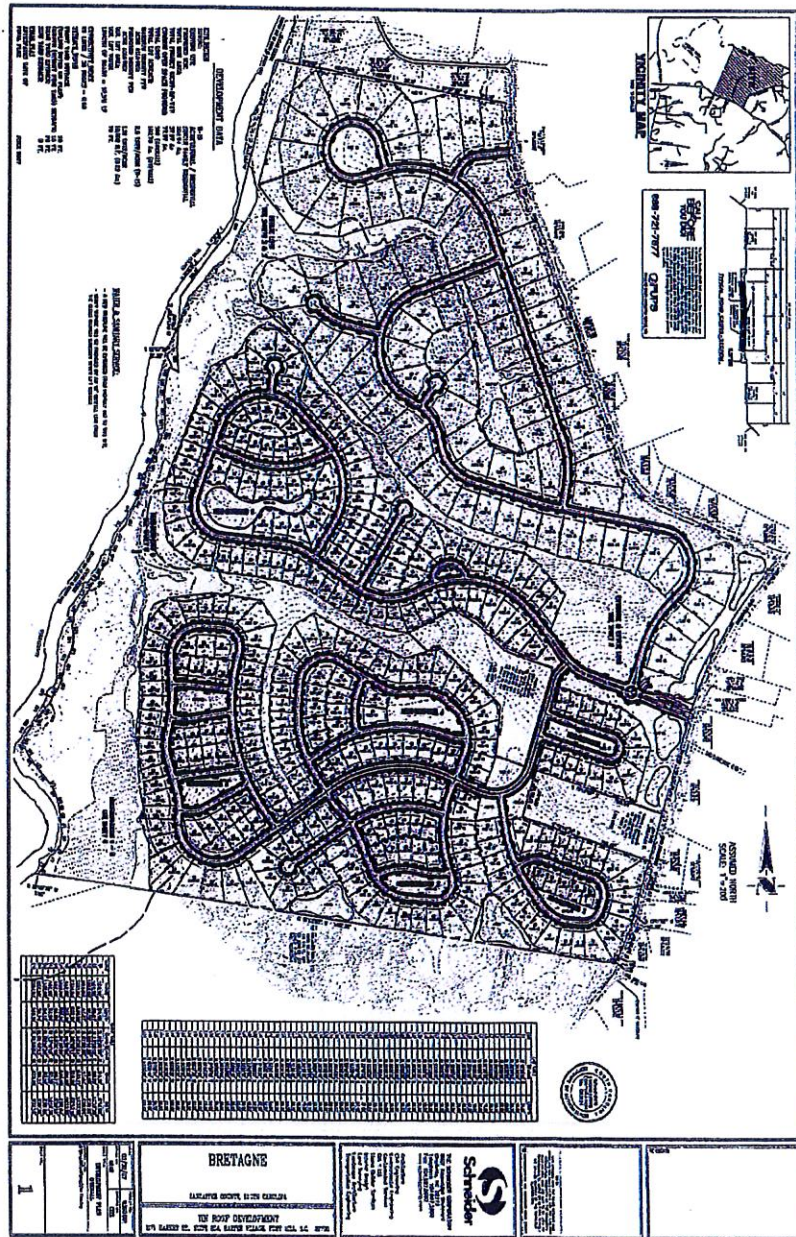
Laws and Land Development Regulations

1. Ordinance No. 812, zoning the Property R-15 Moderate Density Residential/Agricultural District.
2. Ordinance No. 813, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of May 22, 2006. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of May 22, 2006. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.

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Exhibit F
Overall Development Plan

NOTE: A full size copy of the Overall Development Plan is on file with the Lancaster County Planning Department.



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STATE OF SOUTH CAROLINA)	FIRST AMENDMENT TO THE
)	DEVELOPMENT AGREEMENT
COUNTY OF LANCASTER)	FOR BRETAGNE

This **FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR BRETAGNE** ("First Amendment") is made and entered into as of the ____ day of 2016, by and between **BRETAGNE HOLDINGS, LLC** ("Developer"), a South Carolina limited liability company, and the **COUNTY OF LANCASTER** (the "County"), a political subdivision of the State of South Carolina.

WHEREAS, the Development Agreement dated June 4, 2007 for the Bretagne development was entered into by Bretagne Development Group, LLC, Linda S. Rowland, Blanche Carrouth, Arnold E. Carrouth, and Lancaster County (the "Development Agreement"). The Development Agreement is recorded in the records of the Lancaster County Register of Deeds in Deed Book 403, Pages 100-135;

WHEREAS, Bretagne Development Group, LLC was the original developer of the Property but ceased development and is no longer the developer or owner of the Property;

WHEREAS, the Property subject to the Development Agreement originally consisted of 302.22 acres, more or less, with Phases 1-7;

WHEREAS, Phases 4, 5 and 6 were removed from the Development Agreement by virtue of the circuit court's order in the foreclosure action identified as Wachovia Bank, National Association versus Bretagne Development Group, LLC, *et al*, Case No. 2009-CP-29-621;

WHEREAS, all of the individual lots in Phases 1-3 were sold but Bretagne Development Group, LLC failed to construct most of the infrastructure improvements;

WHEREAS, the property owners association for the lot owners engaged Developer to complete construction of the infrastructure improvements described herein to enable use of the lots and County agrees that allowing Developer to complete such construction is in the best interest of all parties involved;

WHEREAS, Developer seeks to amend the Development Agreement to allow completion of the Bretagne development now consisting of Phases 1-3 with One Hundred Forty-Nine (149) lots and One Hundred Fifty-Three and a half (153.5) acres, more or less, located in the County and known as the Bretagne; and

WHEREAS, Section 5.02 of the Development Agreement provides that amendments to the Development Agreement must be in writing and, for the amendment to be effective, it must be signed by the party against whom the amendment is sought to be enforced.

NOW THEREFORE, Developer and County hereby agree to amend the Development Agreement as set forth herein.

The above recitals are incorporated in this First Amendment as if the recitals were set out in this First Amendment in their entirety.

Section 1. Section 1.02 the definitions below are amended to read:

(6) “Developer” means Bretagne Holdings, LLC, as successor developer, as its successor in title to the Property who undertake development of the Property.

(12) “Parties” means County and Developer.

Section 2. Section 1.03 of the Development Agreement is amended to read: “The parties to this Agreement are County and Developer.”

Section 3. Section 1.06(A) of the Development Agreement is amended to replace in subsection A “four hundred (400) single-family residential lots” with “one hundred forty-nine (149) single-family residential lots.”

Section 4. Section 1.06(C) of the Development Agreement amended to read: “The Overall Development Plan for the Development is attached hereto as Exhibit F and incorporated herein by reference. All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the requirements of the UDO apply. Final plats were approved for the Property and are hereby ratified with the final plats being: (i) “Phase 1, Estates Bretagne Subdivision” prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 15, 2007, recorded June 18, 2007, in Plat Book 2007, Pages 684-686, Office of the Register of Deeds for Lancaster County, South Carolina; (ii) “Villages Phase 2, Bretagne Subdivision” prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in Plat Book 2007, Page 651, Office of the Register of Deeds for Lancaster County, South Carolina; and (iii) “Villages Phase 3 Bretagne Subdivisions” prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in Plat Book 2007, Pages 649-650, Office of the Register of Deeds for Lancaster County, South Carolina.”

Section 5. Section 1.09(D) of the Development Agreement is deleted.

Section 6. Section 1.10 of the Development Agreement is amended to read: “The term of this Agreement commences on the date this Agreement is executed by the Parties and terminates on June 5, 2022.”

Section 7. Section 2.02 of the Development Agreement is amended to read: “Developer represents that the number of acres of highland contained in the Property is twenty-five (25) or more, the same being approximately 153.5 acres. Developer represents that it is the only legal and equitable owner of the roads and common areas (but not the lots as these were sold to individual lot owners) of the Property set forth in Exhibit A.”

Section 8. Section 4.02 of the Development Agreement is amended to read: “At the time an application for a building permit is made for each residential dwelling unit authorized in Section 1.06, Developer (or individual lot owners as set forth in Section 1.09(C)) agrees to pay County one thousand five hundred dollars (\$1,500) for each residential dwelling unit to which the building permit would apply. From this \$1,500 payment, \$500 will be allocated for the benefit of Lancaster County School District Number One and \$1,000 will be allocated toward public safety.”

Section 9. Section 4.06 Library Books of the Development Agreement is deleted and replaced with the following: “Section 4.06 Carolina Thread Trail. Developer agrees to consider the possible donation to County of an easement along or near Sugar Creek on the Property (the “Easement”). The Easement would be fifty feet (50’) wide, with the exception of portions of the Easement that are adjacent to lots, wetlands, water quality and detention ponds, and grading obstacles, which areas would be not less than twenty-five (25’) wide. The Easement would be used only for the purpose of a public trail that may be a part of the Carolina Thread Trail. The instrument granting the Easement would include appropriate restrictions on the use of the Easement to ensure that it will be used for a public trail purposes and be on such terms as reasonably approved by Developer.”

Section 10. Section 5.01 of the Development Agreement regarding addresses for notices to Developer is amended to read:

And to Developer: Bretagne Holdings, LLC
 P.O. Box 49244
 Charlotte, NC 28277

With Copy to: Spencer & Spencer, PA
 Attn: W. Chaplin Spencer, Jr., Esq.
 226 E. Main Street
 P.O. Box 790
 Rock Hill, SC 29731

Section 11. The Development Agreement is amended by replacing and updating each exhibit (Exhibits A-F) with Exhibits A-F as attached hereto.

Section 12. Developer agrees to record this First Amendment with the County Register of Deeds within fourteen (14) days of the execution of this First Amendment. Upon execution of this First Amendment by the parties to it, the Development Agreement consists of the Development Agreement as originally executed and recorded as amended by this First Amendment.

WITNESS our Hands and Seals this ____ day of _____, 2016.

WITNESSES:

Bretagne Holdings, LLC,
a South Carolina limited liability company

BY: _____

ITS:
DATE: _____, 2016

WITNESSES:

COUNTY OF LANCASTER,
SOUTH CAROLINA

BY: _____
Steve Willis

ITS: County Administrator

DATE: _____, 2016

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named County of Lancaster, South Carolina, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
_____ day of _____, 2016.

Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Bretagne Holdings, LLC, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2016.

Notary Public Signs AS NOTARY
Notary Public for the State of _____
My Commission Expires: _____

Exhibit A
Property Description

TRACT 1 (Phase 1)

All those certain tracts, parcels or lots of land including streets and common areas, in Lancaster County, South Carolina, being shown on that certain plat entitled "Phase 1, Estates Bretagne Subdivision" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 15, 2007, recorded June 18, 2007, in **Plat Book 2007, Pages 684-686**, Office of the Register of Deeds for Lancaster County, South Carolina, reference to which plat is hereby made for a more particular description of such lots.

TRACT 2 (Phase 2)

All those certain tracts, parcels or lots of land including streets and common areas, in Lancaster County, South Carolina, being shown on that certain plat entitled "Villages Phase 2, Bretagne Subdivision" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in **Plat Book 2007, Page 651**, Office of the Register of Deeds for Lancaster County, South Carolina, reference to which plat is hereby made for a more particular description of such lots.

TRACT 3 (Phase 3)

All those certain tracts, parcels or lots of land including streets and common areas, in Lancaster County, South Carolina, being shown on that certain plat entitled "Villages Phase 3 Bretagne Subdivisions" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in **Plat Book 2007, Pages 649-650**, Office of the Register of Deeds for Lancaster County, South Carolina, reference to which plat is hereby made for a more particular description of such lots.

Exhibit B
Development Conditions
and
Development Acreage and Information

Development of the Property shall occur in accordance with the provisions of this Agreement, specifically including, but not limited to, Section 1.06, this Exhibit B and the proposed layout shown on Exhibit F.

Conditions and Exceptions

In addition to any other condition or exception that may apply to the Property, the following conditions and exceptions apply:

1. No clear-cutting shall be permitted;
2. Each lot, prior to the issuance of a certificate of occupancy for a dwelling thereon, shall have planted on it no fewer than two new hardwood trees of at least three inch caliper at chest height.
3. Side set backs shall be ten (10) feet on both sides of each lot (total of twenty (20) feet), provided that they may be reduced to eight (8) feet on either or both sides, in the event that stone, stucco, brick, hardiplank, or other similar non-flammable material is used on the entire facade.
4. In order to avoid regulated or protected environmentally sensitive areas, Developer shall have the right to:
 - a. reduce density;
 - b. reconfigure the lot layout around the environmentally sensitive areas;
5. Front set backs shall be twenty-five (25') feet, and rear set backs shall be twenty-five (25') feet.
6. The following exceptions to Section 13.7.10.8(c) of the UDO (Road Design (Geometric Criteria)) are approved:
 - (a) the centerline radius for Roads I, M and O, as depicted on Exhibit F, is reduced from a minimum of one hundred fifty feet (150') to a minimum of one hundred feet (100');
 - (b) the one hundred foot (100') minimum tangent between reverse curves does not apply to Roads A, B, H, Q and R, as depicted on Exhibit F; and
 - (c) the sixty foot (60') minimum tangent from curve to intersection does not apply to Roads K, O, P, Q, R, S, T, U and W, as depicted on Exhibit F, provided, however, all roads must intersect at ninety degree angles.
7. The following exception to Section 13.7.9.1 of the UDO (Residential Block Length) is approved: the minimum block length of six hundred feet (600') does not apply in Villages 1 through 6, as depicted on Exhibit F.
8. The following exception to Section 13.7.9.2 of the UDO (Residential Block Width) is approved: the minimum two tier block width does not apply in Villages 3 and 4, as depicted on Exhibit F.

9. The following exception to Section 10.6(17) of the UDO (New Subdivision or Commercial Development Signs) is approved: in lieu of the thirty-two (32) square foot maximum, the maximum sign surface area shall not exceed fifty (50) square feet.
10. The following front and side setbacks for corner lots is approved: for corner lots in the Villages, the front yard setback is not less than twenty-five feet (25') and the side yard setback is not less than fifteen feet (15'); for corner lots in the Estate portion of the Property, the front yard setback is twenty-five feet (25') and the side yard setback is not less than twenty-five feet (25').
11. The following exception to Section 12.11.2 of the UDO (Street Yard Landscaping) and Section 13.8.3(p) of the UDO (Final Plat, Performance Guarantee) is approved: in lieu of the Developer planting the trees required by Section 12.11.2 of the UDO or providing a performance guarantee as required by Section 13.8.3(p), the owner of each individual lot shall be responsible for planting the trees required by Section 12.11.2 and the trees must be planted before a certificate of occupancy may be issued for the property.

Density and Acreage Information

- The total number acres used to calculate density is 153.499.
- The overall density for the Bretagne development is 1.03 units per acre.

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Exhibit C
Development Schedule

<u>Calendar Year</u> <u>Beginning January 1</u>		<u>Units Commenced/Completed</u> <u>Single Family Units</u>
2017	2018	25
2018	2019	50
2019	2020	25
2020	2021	25
2021	2022	24

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Exhibit D
Required Information

The Act and Ordinance No. 663 require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. 663.

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. Developer is the legal and equitable owner of the roads and common areas but not the lots as these were sold to individual property owners.

(B) *the duration of the agreement which must comply with Code Section 6-31-40.* See Section 1.10.

(C) *a representation by the developer of the number of acres of highland contained in the property subject to the agreement.* See Section 2.02.

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property.* See Section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities and height.* See Section 1.06 and Exhibit B.

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.* See Article IV, including specifically Section 4.05.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Not applicable except that in regards to any environmentally sensitive property, Developer agrees to comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.* See Section 3.04.

(I) *a finding that the development permitted or proposed is consistent, or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations. See Section 2.01(A).*

(J) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures. Developer agrees to comply with all laws applicable to the preservation and restoration of historic structures within the Property.*

(K) *a development schedule including commencement dates and interim completion dates at no greater than five year intervals. See Section 1.07 and Exhibit C.*

(L) *if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See Section 5.08.*

(M) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both. See Section 3.01(B) and Exhibit E.*

(N) *a provision, consistent with Code Section 6-31-80, addressing the circumstances under which laws and land development regulations adopted subsequent to the execution of the agreement apply to the property subject to the agreement. See Section 3.03.*

(O) *a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly-incorporated area and, if so, that the provisions of Code Section 6-31-110 apply. See Section 5.09.*

(P) *a provision [relating to the amendment, cancellation, modification or suspension of the agreement]. See Section 5.02.*

(Q) *a provision for periodic review, consistent with the provisions of Section 8 of Ordinance No. 663. See Section 5.03.*

(R) *a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Section 9 of Ordinance No. 663. See Section 5.04.*

(S) *a provision that the developer, within fourteen days after the County enters into the agreement, will record the agreement with the County Clerk of Court. See Section 5.07.*

(T) *a provision that the burdens of the agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement. See Section 1.09(A).*

(U) *a provision addressing the conditions and procedures by which the agreement may be assigned. See Section 1.09(B), Section 3.05 and Section 5.12.*

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 812, zoning the Property R-15 Moderate Density Residential/Agricultural District.
2. Ordinance No. 813, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of May 22, 2006. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of May 22, 2006. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.
6. Ordinance No. [] approving the First Amendment to this Development Agreement.

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Exhibit F
Overall Development Plan is Attached

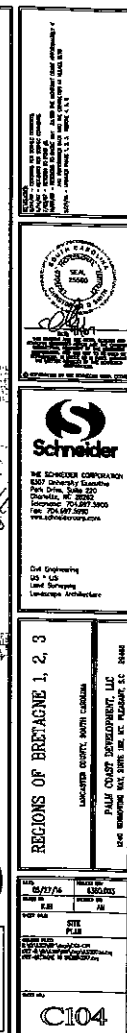
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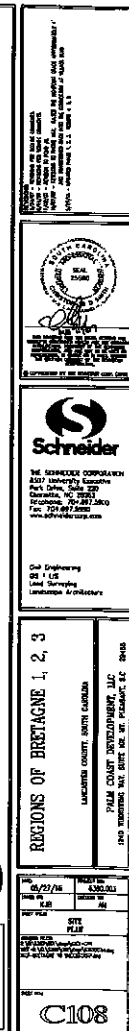
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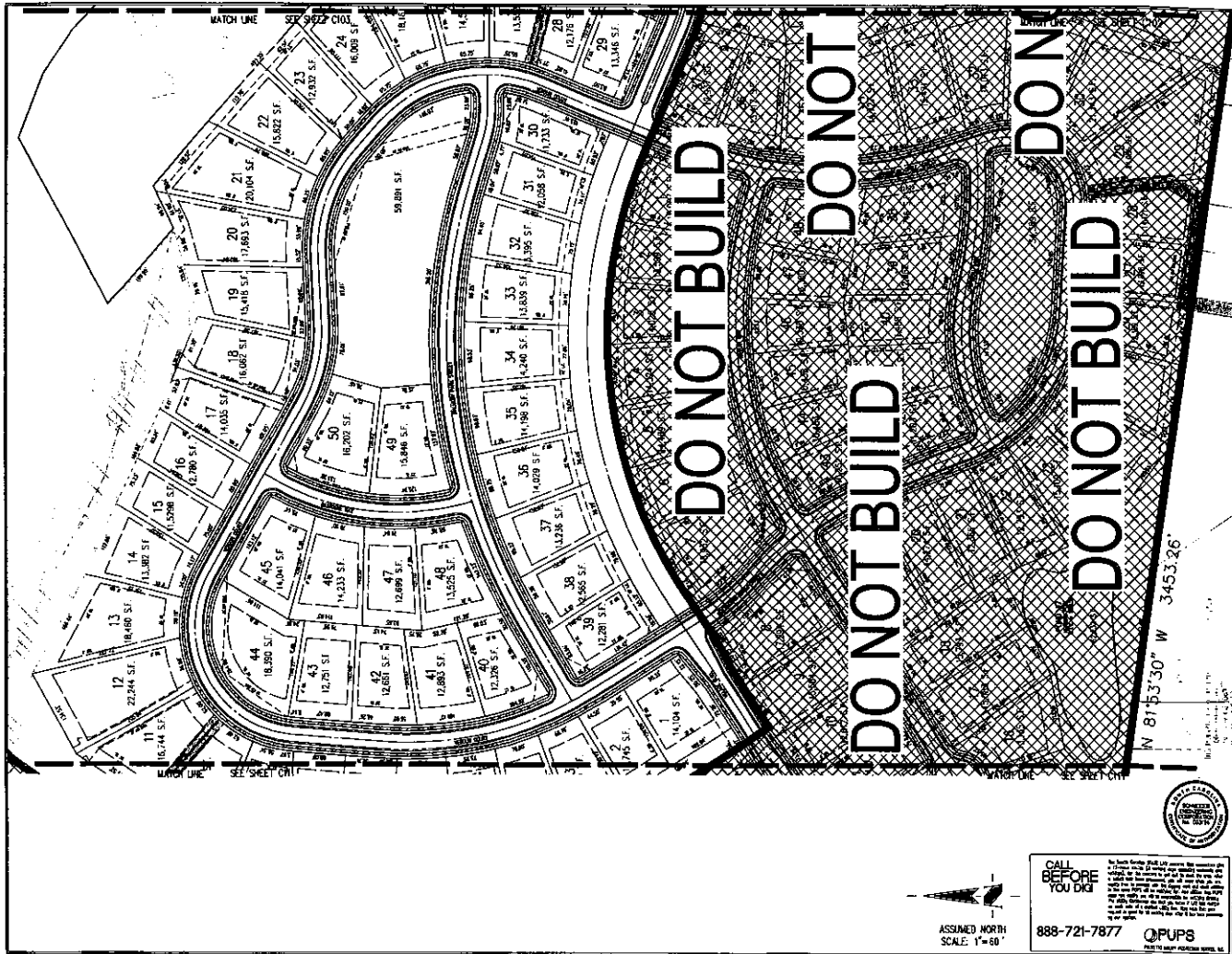
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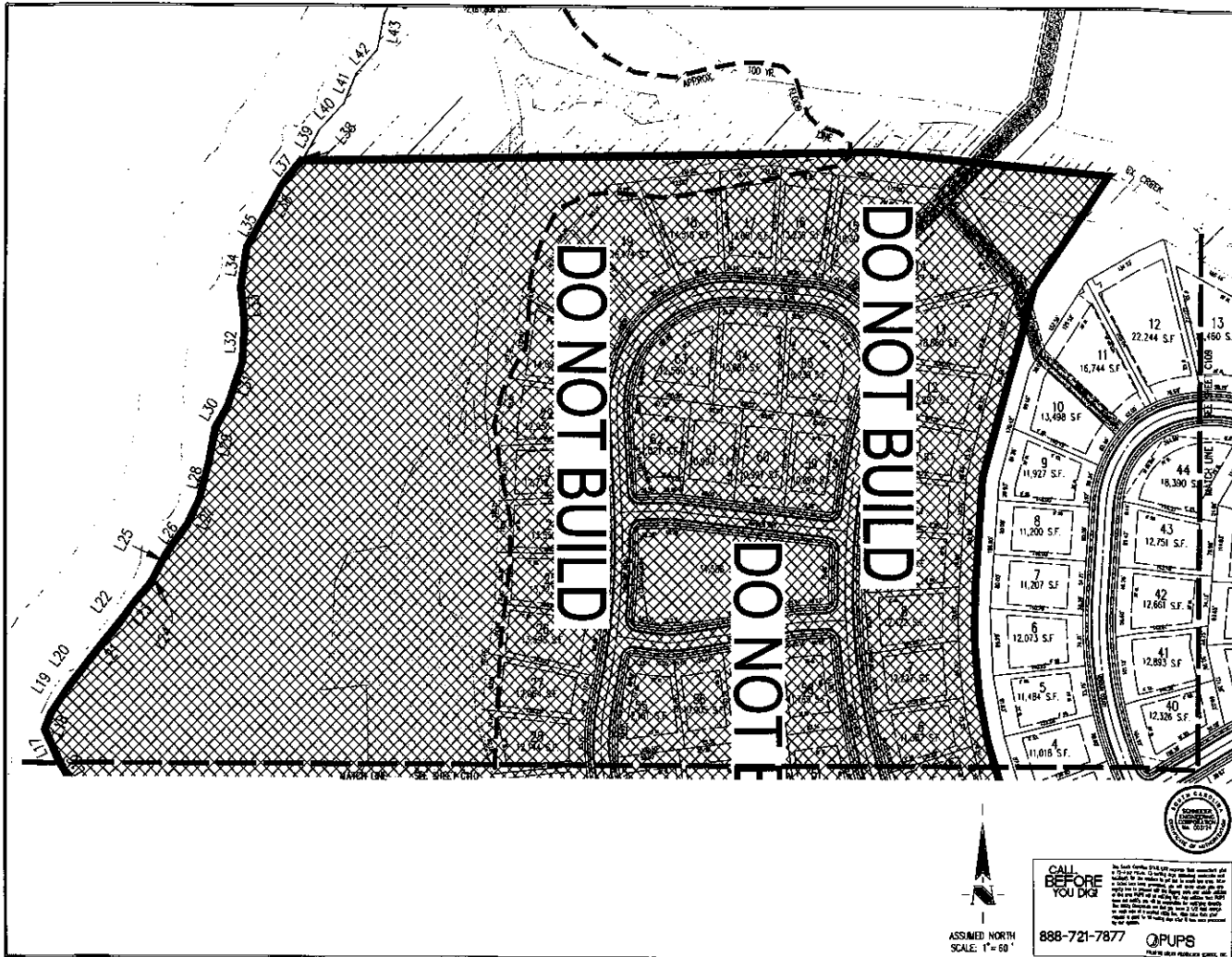


ASSUMED NORTH
SCALE: 1" = 60'

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 Schneider WE SCHEDULE CONSTRUCTION 400 University Circle Fort Worth, TX 76102 Phone: 817.337.5500 Fax: 817.337.5500 www.schneidercorp.com	REGIONS OF BRETAGNE 1, 2, 3 LANDSCAPE ARCHITECT PALM COAST DEVELOPMENT, LLC 1000 UNIVERSITY BLVD., SUITE 100, FT. LAUDERDALE, FL 33304
Civil Engineering Surveying Land Surveying Landscape Architecture	DATE: 06/27/16 DRAWN BY: JLB CHECKED BY: JLB PROJECT NO.: 1502.000 SHEET NO.: 1 OF 1 SCALE: AS SHOWN TITLE: C109



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QUPUS

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Schneider

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Call Surveying
Call Land Surveying
Call Landscape Architecture

LAKEVIEW COUNTY, MISSISSIPPI
PALM COAST DEVELOPMENT, LLC
1400 BIRMINGHAM BLVD. SUITE 100, W. PALM BEACH, FL 33411

DATE: 06/27/14
TIME: 10:00 AM
BY: [Signature]
FOR: [Signature]

C111

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

Fax (803) 285-6007

LANCASTER COUNTY PLANNING COMMISSION

REPORT TO COUNTY COUNCIL

DEVELOPMENT AGREEMENT – Bretagne Holdings, LLC (Bretagne Amendment)

Pursuant to Sections 23.5d and 23.5e of the Unified Development Ordinance of Lancaster County, the Planning Commission has reviewed as received from Bretagne Holdings, LLC the proposed Development Agreement – Bretagne (Amendment)

At its meeting on Tuesday, July 16, 2016, the Planning Commission conducted a public hearing on the proposed Development Agreement – Bretagne Holdings, LLC (Bretagne Amendment). In addition, by a 7-0 vote, the Planning Commission voted to recommend to County Council approval of the Development Agreement – Bretagne Holdings, LLC (Bretagne Amendment) with the following conditions:

1. To approve with the Carolina Thread Trail to be included in Phase 1, since the County has an easement in the original Phase 4, 5, and 6, which is now known as the Estates at Audubon Lake subdivision.
2. To request that the attorneys try to make Bretagne Phases 1-3 a stand alone document and separate it completely from Phase 4, 5, 6, and 7.

Respectfully submitted,



Charles Keith Deese

Chair, Lancaster County Planning Commission

_____(Space above this line for recording use)

STATE OF SOUTH CAROLINA) AMENDED DEVELOPMENT AGREEMENT

COUNTY OF LANCASTER) FOR

BRETAGNE PHASES 1, 2 AND 3

This AMENDED DEVELOPMENT AGREEMENT FOR BRETAGNE PHASES 1, 2 and 3 (the "Agreement"), is made and entered into as of the __ day of ____, 2016, by and between BRETAGNE HOLDINGS, LLC ("Developer"), a South Carolina limited liability company, and the COUNTY OF LANCASTER (the "County"), a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer is developing certain real property, consisting of one hundred fifty-three and one-half (153.50) acres, more or less, located in the County and known as Phases 1, 2 and 3 of the Bretagne development and presently zoned R-15 Moderate Density Residential/Agricultural District;

WHEREAS, Developer and County have determined that it is in the best interests of the County and Developer to enter into this Agreement to set forth the terms and conditions of the development in order to more fully protect the Developer's development rights, thereby providing certainty and predictability to the Developer of those rights and providing certainty and predictability to the County on the scope and terms of the development;

WHEREAS, the Developer desires to obtain from the County in connection with the development, and the County is willing to provide, assurances: (1) that the property will be appropriately zoned for the duration of this Agreement; (2) that upon receipt of its development and construction permits it may proceed with the planned development and construction; and (3) that the development rights will be vested for the duration of this Agreement.

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified as S.C. Code §§ 6-31-10 to -160, as amended (the “Act”) and the Development Agreement Ordinance for Lancaster County, South Carolina (“Ordinance No. 663”), the parties to this Agreement, intending to be legally bound to a development agreement in accordance with the Act and Ordinance No. 663, agree as follows:

ARTICLE I

GENERAL

Section 1.01. Incorporation. The above recitals are incorporated in this Agreement as if the recitals were set out in this Agreement in its entirety. The findings contained in the Act are incorporated into this Agreement as if it were set out in this Agreement in its entirety.

Section 1.02. Definitions. (A) As used in this Agreement:

(1) “Act” means the South Carolina Local Government Development Agreement Act, codified as S.C. Code §§ 6-31-10 to -160, as amended.

(2) “Agreement” means this Development Agreement between County and Developer, as it relates to the development of Phases 1, 2 and 3 and as amended by the First Amendment.

(3) Reserved.

(4) “County” means the County of Lancaster, a political subdivision of the State of South Carolina.

(5) “County Council” means the governing body of the County.

(6) “Developer” means Bretagne Holdings, LLC, a South Carolina limited liability company, as successor developer, and its successors in title to the Property who undertake Development of the Property.

(7) “Development Rights” means the right of the Developer to develop all or part of the Property in accordance with this Agreement.

(7A) ‘First Amendment’ means the First Amendment to the Development Agreement approved by passage of Ordinance No. 2016-____.

(8) “Ordinance No. 663” means Ordinance No. 663 of the County which is cited as the Development Agreement Ordinance for Lancaster County, South Carolina.

(9) “Ordinance No. 812” means Ordinance No. 812 of the County zoning the Property R-15 Moderate Density Residential/Agricultural District.

(10) “Ordinance No. 813” means Ordinance No. 813 of the County approving this Agreement.

(10A) ‘Ordinance No. 2016-____’ means Ordinance No. 2016-____ of the County approving the First Amendment.

(11) Reserved.

(12) “Parties” means County and Developer.

(13) "Resolution No. 568" means Resolution No. 568 of the County acknowledging that the County Administrator made minor changes to this Agreement.

(14) Reserved.

(15) "UDO" means Ordinance No. 309 as amended as of May 22, 2006 and which is cited as the Unified Development Ordinance of Lancaster County. A copy of the UDO is on file in the office of the County Planning Department.

(16) "Property" means the land, and any improvements thereon, described in Section 1.04.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act and Ordinance No. 663.

Section 1.03. Parties. The parties to this Agreement are County and Developer.

Section 1.04. Property. This Agreement applies to the land described in Exhibit A, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. The Property is generally known as Phases 1, 2 and 3 of the Bretagne development.

Section 1.05. Zoning. The Property is zoned as R-15 Moderate Density Residential/Agricultural District pursuant to Ordinance No. 812. Ordinance No. 812 is hereby incorporated into this Agreement by reference.

Section 1.06. Permitted Uses. (A) The development uses permitted on the Property shall be limited to those shown on the attached Exhibit B and Exhibit F, more specifically being one hundred forty-nine (149) single-family residential lots. Density is limited to one hundred forty-nine (149) dwelling units. Developer may reduce density, provided that the reduction is evidenced in a writing submitted to the County. Building heights are limited to typical residential building heights otherwise permitted by the UDO. Other terms and conditions of the development of the Property are set forth on Exhibit B.

(B) Prior to the installation of water and sewer for the Bretagne development, at the request of the Developer, the County agrees to issue up to four (4) building permits of which three (3) would be for model single family residences for sale ("Model Homes") and one (1) would be for the gatehouse building. The Model Homes may be connected to temporary water and sewer services, including septic tanks, provided, that the Model Homes shall be connected to permanent water and sewer services as soon as the permanent services are available. Prior to issuing the building permits for the Model Homes, Developer shall provide County with proof of applicable approvals by other government entities, including, but not limited to the South Carolina Department of Health and Environmental Control. Except for the water and sewer connections, Developer must comply with all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes. Developer agrees that County shall not issue a certificate of occupancy for the Model Homes until the Model Homes are connected to permanent water and sewer service and meet otherwise applicable requirements, provided, that the absence of a certificate of occupancy does not prevent Developer from the using the Model Home for Model Home purposes.

(C) The Overall Development Plan for the Development is attached hereto as Exhibit F and is incorporated herein by reference. All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the requirements of the UDO apply. Final plats were approved for Phases 1, 2 and 3 of the Property and are hereby ratified with the final plats being: (i) "Phase 1, Estates Bretagne Subdivision" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 15, 2007, recorded June 18, 2007, in Plat Book 2007, Pages 684-686, Office of the Register of Deeds for Lancaster County, South Carolina; (ii) "Villages Phase 2, Bretagne Subdivision" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in Plat Book 2007, Page 651, Office of the Register of Deeds for Lancaster County, South Carolina; and (iii) "Villages Phase 3 Bretagne Subdivisions" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in Plat Book 2007, Pages 649-650, Office of the Register of Deeds for Lancaster County, South Carolina.

Section 1.07. Development Schedule. (A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) County and Developer acknowledge that the development schedule is an estimate. The failure of the Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. County and Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces. Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification.

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions.

(D) To adjust the development schedule, the Developer shall submit a proposed adjustment to the Clerk to County Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective sixty (60) days from receipt by the Clerk to County Council unless the County Council has disapproved the proposed adjustment by passage of a resolution to that effect within the sixty (60) day period.

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create, and does not create, a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

Section 1.09. Benefits and Burdens. (A) The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.

(B) Except for the owners and lessees of individual residential lots who are the end users and not developers thereof, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to the County of the transfer of property to a developer in the manner prescribed in Section 3.05.

(C) Notwithstanding the provisions of Section 1.09(B), the purchaser or other successor in title to the Developer and who is the owner or lessee of an individual residential lot is responsible for performance of Developer's obligations pursuant to Section 4.02, but only as to the portion of the Property so transferred.

Section 1.10. Term. The term of this Agreement commences on the date this Agreement is executed by the Parties and terminates on June 3, 2026.

Section 1.11. Required Information. Ordinance No. 663 requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County. (A) The County represents that it finds the development permitted by this Agreement is consistent with the County's comprehensive plan and land development regulations.

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 813 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 813 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer. (A) Developer represents that the number of acres of highland contained in the Property is twenty-five (25) or more, the same being approximately one hundred fifty-three and one-half (153.5) acres.

(B) Developer represents that it is the only legal and equitable owner of the roads and common areas of the Property set forth in Exhibit A, but not the lots sold for single family residential dwelling units.

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop. (A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement. As of the date of this Agreement, the right of Developer to develop the Property is deemed vested with Developer for the term of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the date of this Agreement, unless another date is otherwise specified in this Agreement, as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 812 and the UDO and the terms of this Agreement.

(D) Except as may be provided for in this Agreement, the Act or Ordinance No. 663, no future changes or amendments to the Laws and Land Development Regulations shall apply to the Property, and no other local land development legislative enactments shall apply to the development, the Property, or this Agreement which have a direct or indirect adverse effect on the ability of the Developer to develop the Property in accordance with the Laws and Land Development Regulations.

(E) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as S.C. Code §§ 6-29-1510 to -1560, as amended, or the provisions of Ordinance No. 673, the County's ordinance relating to the Vested Rights Act.

Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations. (A) County may apply laws adopted after the execution of this Agreement to the development of the Property only if the County Council holds a public hearing and determines:

(1) the laws are not in conflict with the laws governing this Agreement and do not prevent the development set forth in this Agreement and "laws" which prevent development include, but are not limited to, a moratorium, or any other similar restriction that curtails the rate at which development can occur on the Property;

(2) the laws are essential to the public health, safety, or welfare and the laws expressly state that they apply to the development that is subject to this Agreement;

(3) the laws are specifically anticipated and provided for in this Agreement;

(4) that substantial changes have occurred in pertinent conditions existing at the time this Agreement was approved which changes, if not addressed by County, would pose a serious threat to the public health, safety, or welfare; or

(5) that this Agreement was based on substantially and materially inaccurate information supplied by the Developer.

(B) Developer agrees to comply with any county-wide building, housing, electrical, plumbing, and gas codes adopted by County Council after the execution of this Agreement and in force at the time plans for buildings are submitted to the County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any building, housing, electrical, plumbing, or gas code adopted by County Council.

Section 3.04. Development Permits. (A) Developer agrees to obtain all local development permits for the development of the property. Local development permits or approvals needed, some of which may have been obtained as of the date of this Agreement include, but are not limited to:

- (1) Zoning permit;
- (2) Building permits, including plat approval; and
- (3) Sign permit.

(B) County agrees to cooperate with Developer in the permitting process.

(C) The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

Section 3.05. Transfer of Development Rights. Developer may transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units or commercial acreage subject to the transfer. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article. The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, ad valorem taxes collected from the property may meet or exceed the burdens and costs placed upon the County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs.

Section 4.02. Payment to Lancaster County. (A) Developer agrees to pay to the County for the benefit of the Lancaster County School District FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) at the time an application for a building permit is made for each residential dwelling unit authorized in Section 1.06 (the "School Payment"). Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment.

(B) Developer agrees to pay to the County ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) at the time an application for a building permit is made for each residential dwelling unit authorized in Section 1.06 (the "Public Safety Payment"). Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is at the discretion of the County Council.

Section 4.03. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than December 31, 2007, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at fifteen thousand (\$15,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.04. Other Charges or Fees. (A) Nothing in this Agreement shall be construed as relieving Developer from the payment of any fees or charges in effect at the time of collection as may be assessed by entities other than the County.

(B) Developer is subject to the payment of any and all present or future fees enacted by the County that are of County-wide application and that relate to the County's costs of processing applications, issuing development permits, issuing building permits, reviewing plans, conducting inspections or similar type processing costs.

Section 4.05. Infrastructure and Services. The Parties recognize that the majority of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

(A) **Roads.** (1) Developer is responsible for the construction and costs of all roads, both public and private, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation to Tillman Steen Road and Barberville Road related to the development of the Property. The public road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. One or more roads within the development of the Property may be one way.

(2) County acknowledges that the Bretagne development is a restricted access community. Construction and maintenance of all roads within this restricted access community is the responsibility of the Developer. Developer may transfer its maintenance obligation to a homeowners' association established for the Bretagne development, provided, that the transfer is for perpetual maintenance.

(3) Developer agrees to be responsible for the maintenance of the landscaping in the right of way and any medians of the roads within the Property. Developer may transfer its maintenance obligation to a homeowners' association established for the Bretagne development, provided, that the transfer is for perpetual maintenance.

(4) Developer agrees to obtain an easement from the South Carolina Department of Transportation to maintain the landscaping in the median and right-of-way at the entrances to the Property on Tillman Steen Road and Barberville Road. Developer's obligation to maintain the landscaping in the median and right-of-way is limited to mowing and planting of grass, trimming and planting of shrubs, trees and other vegetation, and maintenance and operation of any associated irrigation system. County agrees to cooperate with Developer in obtaining an easement or other related approvals. Developer may transfer its maintenance obligation to a homeowners' association established for the Bretagne development, provided, that the transfer is for perpetual maintenance.

(5) A County maintained road, Sunset Hollow Road, is located on the Property and provides access to the property of Robert Pearce (the "Pearce Property"). Developer agrees to seek the closure and abandonment of Sunset Hollow Road and County agrees to cooperate with the Developer in the closure and abandonment of Sunset Hollow Road. Prior to closure and abandonment of Sunset Hollow Road, Developer agrees to provide Robert Pearce with an access route to the Pearce Property that is acceptable to Robert Pearce. Upon closure and abandonment of Sunset Hollow Road, County is not responsible for maintenance of Sunset Hollow Road and is not responsible for construction and maintenance of any access road to the Pearce Property.

(B) Potable Water. Potable water will be supplied to the Property by the Lancaster County Water and Sewer Authority. Developer will construct, or cause to be constructed, all necessary water service infrastructure within the Property and the water service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with water service or water service infrastructure to or within the Property. The water service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(C) Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by the Lancaster County Water and Sewer Authority. Developer will construct, or cause to be constructed, all necessary sewage conveyance infrastructure within the Property and the infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with sewage conveyance service or infrastructure to or within the Property. Sewage conveyance infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(D) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowners'

association established for the Bretagne development. County is not responsible for any construction or maintenance costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(E) Solid Waste Collection. The County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses within the County. It is understood and acknowledged that the County does not presently provide solid waste disposal for single, multi-family or commercial developments.

(F) Law Enforcement Protection. The County shall provide law enforcement protection services to the Property on the same basis as is provided to other residents and businesses within the County.

(G) Recycling Services. The County shall provide recycling services to the Property on the same basis as is provided to other residents and businesses within the County.

(H) Emergency Medical Services (EMS). Emergency medical services shall be provided by the County to the Property on the same basis as is provided to other residents and businesses within the County.

(I) Fire Services. Fire services will be provided by the Pleasant Valley Volunteer Fire Department.

(J) Library Service. The County shall provide library services on the same basis as is provided to other residents within the County.

(K) School Services. Public school services are now provided by the Lancaster County School District.

(L) Parks and Recreation. The County shall provide parks and recreation services on the same basis as is provided to other residents within the County.

Section 4.06. Reserved.

Section 4.06A. Carolina Thread Trail. (A) Developer agrees to grant to the County an easement along or near Sugar Creek in the common open space area of Phase 1 of the Property (the "Easement"). The Easement would be fifty feet (50') wide, with the exception of portions of the Easement that are adjacent to lots, wetlands, water quality and detention ponds, and grading obstacles, which areas would be not less than twenty-five (25') wide. The Easement would be used only for the purpose of a public trail that may be a part of the Carolina Thread Trail. The instrument granting the Easement would include appropriate restrictions on the use of the Easement to ensure that it will be used for public trail purposes and be on such terms as reasonably approved by Developer.

(B) The Developer agrees to submit a survey of the Easement and a draft of the granting instrument to the County Administrator for approval prior to the granting and recording of the Easement. The approval of the County Administrator shall not be unreasonably withheld. The survey of the Easement and draft of the granting instrument is deemed approved unless a written objection is made by the County Administrator within thirty (30) days of submission of the survey and granting instrument.

(C) Developer is responsible for the costs and expenses of granting the Easement.

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. Any notice, demand, request, consent, approval or communication which a party is required to or may give to another party to this Agreement shall be in writing and shall be delivered or addressed to the other at the address set forth below or to such other address as the party may from time to time direct by written notice given in the manner prescribed in this section, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fourteenth (14th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided in this section. All notices, demands, requests, consents, approvals or communications to the County shall be addressed to:

To the County: County of Lancaster
Attn: County Administrator
101 N. Main St. (29720)
P.O. Box 1809 (29721)
Lancaster, SC

With Copy to (which shall not constitute notice):
County of Lancaster
Attn: County Attorney
101 N. Main St. (29720)
P.O. Box 1809 (29721)
Lancaster, SC

And to Developer: Bretagne Holdings, LLC
P.O. Box 49244
Charlotte, NC 28277

With Copy to (which shall not constitute notice):
Spencer & Spencer, PA
Attn: W. Chaplin Spencer, Jr., Esq.
226 E. Main Street
P.O. Box 790
Rock Hill, SC 29731

Section 5.02. Amendments. (A) This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. An amendment to this Agreement must be in writing. No statement, action or agreement made after the date of this Agreement shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and

signed by the party against whom the change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

(B) An amendment to this Agreement must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement. Any amendment to this Agreement constitutes a major modification and the major modification may occur only after public notice and a public hearing by the County Council.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after this Agreement is entered into which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

Section 5.03. Periodic Review. At least every twelve (12) months, the Chief Zoning Officer for the County or the designee of the Chief Zoning Officer for the County, or the successor to the Chief Zoning Officer for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

Section 5.04. Breach of Agreement. (A) If, as a result of the periodic review provided in Section 5.03 of this Agreement or at any other time, the County planning director finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the County planning director shall serve notice in writing, within a reasonable time after the periodic review, upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time in which to cure the material breach.

(B) If the Developer fails to cure the material breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then the County Council may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, the County Council must first give the Developer the opportunity: (1) to rebut the finding and determination; or (2) to consent to amend the Agreement to meet the concerns of the County Council with respect to the findings and determinations.

Section 5.05. Enforcement. The Parties shall each have the right to enforce the terms, provisions and conditions of this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

Section 5.06. No Third Party Beneficiary. The provisions of this Agreement may be enforced only by the Parties. No other persons shall have any rights hereunder.

Section 5.07. Recording of Agreement. The Parties agree that Developer shall record this Agreement with the County Clerk of Court within fourteen (14) days of the date of execution of this Agreement.

Section 5.08. Administration of Agreement. County is the only local government that is a party to this Agreement and the County is responsible for the Agreement's administration.

Section 5.09. Effect of Annexation and Incorporation. The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in a newly-incorporated municipality or is annexed into a municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by S.C. Code § 6-31-110, as amended. County reserves the right to enter into an agreement with the newly-incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

Section 5.10. Estoppel Certificate. Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (1) that this Agreement is in full force and effect; (2) that this Agreement has not been amended or modified, or if so amended, identifying the amendments; and (3) whether, to the knowledge of the party, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default; and (4) whether, to the knowledge of the party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

Section 5.11. Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

Section 5.12. Construction of Agreement. The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 5.13. Assignment. The rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. County may assign its rights, obligations, duties and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

Section 5.14. Governing Law; Jurisdiction; and Venue. (A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the Sixth (6th) Judicial Circuit of the State of South Carolina.

Section 5.15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Section 5.16. Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

Section 5.17. Severability. If any provision in this Agreement or the application of any provision of this Agreement is held invalid, the invalidity shall apply only to the invalid provision, and the remaining provisions of this Agreement, and the application of this Agreement or any other provision of this Agreement, shall remain in full force and effect.

SIGNATURES FOLLOW ON NEXT PAGE.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESSES:

DEVELOPER:

Bretagne Holdings, LLC
a South Carolina limited liability company

By: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Bretagne Holdings, LLC, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
day of _____, 2016.

Notary Public Signs AS NOTARY
Notary Public for the State of _____
My Commission Expires: _____

ADDITIONAL SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By:

Steve Willis
County Administrator

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named County of Lancaster by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2016.

Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: _____

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Exhibit A
Property Description

Bretagne

Phase 1 (Tract 1)

All those certain tracts, parcels or lots of land including streets and common areas, in Lancaster County, South Carolina, being shown on that certain plat entitled "Phase 1, Estates Bretagne Subdivision" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 15, 2007, recorded June 18, 2007, in Plat Book 2007, Pages 684-686, Office of the Register of Deeds for Lancaster County, South Carolina, reference to which plat is hereby made for a more particular description of such lots.

Phase 2 (Tract 2)

All those certain tracts, parcels or lots of land including streets and common areas, in Lancaster County, South Carolina, being shown on that certain plat entitled "Villages Phase 2, Bretagne Subdivision" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in Plat Book 2007, Page 651, Office of the Register of Deeds for Lancaster County, South Carolina, reference to which plat is hereby made for a more particular description of such lots.

Phase 3 (Tract 3)

All those certain tracts, parcels or lots of land including streets and common areas, in Lancaster County, South Carolina, being shown on that certain plat entitled "Villages Phase 3 Bretagne Subdivisions" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in **Plat Book 2007, Pages 649-650**, Office of the Register of Deeds for Lancaster County, South Carolina, reference to which plat is hereby made for a more particular description of such lots.

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Exhibit B
Development Conditions
and
Development Acreage and Information

Development of the Property shall occur in accordance with the provisions of this Agreement, specifically including, but not limited to, Section 1.06, this Exhibit B and the proposed layout shown on Exhibit F.

Conditions and Exceptions

In addition to any other condition or exception that may apply to the Property, the following conditions and exceptions apply:

1. No clear-cutting shall be permitted;
2. Each lot, prior to the issuance of a certificate of occupancy for a dwelling thereon, shall have planted on it no fewer than two new hardwood trees of at least three inch caliper at chest height.
3. Side set backs shall be ten (10) feet on both sides of each lot (total of twenty (20) feet), provided that they may be reduced to eight (8) feet on either or both sides, in the event that stone, stucco, brick, hardiplank, or other similar non-flammable material is used on the entire facade.
4. In order to avoid regulated or protected environmentally sensitive areas, Developer shall have the right to:
 - a. reduce density;
 - b. reconfigure the lot layout around the environmentally sensitive areas;
5. Front set backs shall be twenty-five (25') feet, and rear set backs shall be twenty-five (25') feet.
6. The following exceptions to Section 13.7.10.8(c) of the UDO (Road Design (Geometric Criteria)) are approved:
 - (a) the centerline radius for Roads I, M and O, as depicted on Exhibit F, is reduced from a minimum of one hundred fifty feet (150') to a minimum of one hundred feet (100');
 - (b) the one hundred foot (100') minimum tangent between reverse curves does not apply to Roads A, B, H, Q and R, as depicted on Exhibit F; and
 - (c) the sixty foot (60') minimum tangent from curve to intersection does not apply to Roads K, O, P, Q, R, S, T, U and W, as depicted on Exhibit F, provided, however, all roads must intersect at ninety degree angles.
7. The following exception to Section 13.7.9.1 of the UDO (Residential Block Length) is approved: the minimum block length of six hundred feet (600') does not apply in Villages 1 through 6, as depicted on Exhibit F.
8. The following exception to Section 13.7.9.2 of the UDO (Residential Block Width) is approved: the minimum two tier block width does not apply in Villages 3 and 4, as depicted on Exhibit F.

9. The following exception to Section 10.6(17) of the UDO (New Subdivision or Commercial Development Signs) is approved: in lieu of the thirty-two (32) square foot maximum, the maximum sign surface area shall not exceed fifty (50) square feet.
10. The following front and side setbacks for corner lots is approved: for corner lots in the Villages, the front yard setback is not less than twenty-five feet (25') and the side yard setback is not less than fifteen feet (15'); for corner lots in the Estate portion of the Property, the front yard setback is twenty-five feet (25') and the side yard setback is not less than twenty-five feet (25').
11. The following exception to Section 12.11.2 of the UDO (Street Yard Landscaping) and Section 13.8.3(p) of the UDO (Final Plat, Performance Guarantee) is approved: in lieu of the Developer planting the trees required by Section 12.11.2 of the UDO or providing a performance guarantee as required by Section 13.8.3(p), the owner of each individual lot shall be responsible for planting the trees required by Section 12.11.2 and the trees must be planted before a certificate of occupancy may be issued for the property.

Any roads or conditions solely applicable to real property located outside of the Property shall not be applicable to Phases 1, 2 and 3 of the Bretagne development. Road letter designations set forth above are amended and replaced with the correlating road names set forth on Exhibit F, as replaced and updated.

Density and Acreage Information

- The total number acres used to calculate density is 153.499.
- The overall density for the Bretagne development is .97 units per acre.

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Exhibit C
Development Schedule

<u>Calendar Year</u> <u>Beginning January 1</u>	<u>Units Commenced/Completed</u> <u>Single Family Units</u>
2017	25
2018	50
2019	25
2020	25
2021	24

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Exhibit D
Required Information

The Act and Ordinance No. 663 require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. 663.

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. Developer is the legal and equitable owner of the roads and common areas, but not the lots sold for single family residential dwelling units.

(B) *the duration of the agreement which must comply with Code Section 6-31-40.* See Section 1.10.

(C) *a representation by the developer of the number of acres of highland contained in the property subject to the agreement.* See Section 2.02.

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property.* See Section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities and height.* See Section 1.06 and Exhibit B.

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.* See Article IV, including specifically Section 4.05.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Not applicable except that in regards to any environmentally sensitive property, Developer agrees to comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.* See Section 3.04.

(I) *a finding that the development permitted or proposed is consistent, or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations. See Section 2.01(A).*

(J) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures. Developer agrees to comply with all laws applicable to the preservation and restoration of historic structures within the Property.*

(K) *a development schedule including commencement dates and interim completion dates at no greater than five year intervals. See Section 1.07 and Exhibit C.*

(L) *if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See Section 5.08.*

(M) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both. See Section 3.01(B) and Exhibit E.*

(N) *a provision, consistent with Code Section 6-31-80, addressing the circumstances under which laws and land development regulations adopted subsequent to the execution of the agreement apply to the property subject to the agreement. See Section 3.03.*

(O) *a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly-incorporated area and, if so, that the provisions of Code Section 6-31-110 apply. See Section 5.09.*

(P) *a provision [relating to the amendment, cancellation, modification or suspension of the agreement]. See Section 5.02.*

(Q) *a provision for periodic review, consistent with the provisions of Section 8 of Ordinance No. 663. See Section 5.03.*

(R) *a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Section 9 of Ordinance No. 663. See Section 5.04.*

(S) *a provision that the developer, within fourteen days after the County enters into the agreement, will record the agreement with the County Clerk of Court. See Section 5.07.*

(T) *a provision that the burdens of the agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement. See Section 1.09(A).*

(U) *a provision addressing the conditions and procedures by which the agreement may be assigned. See Section 1.09(B), Section 3.05 and Section 5.12.*

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 812, zoning the Property R-15 Moderate Density Residential/Agricultural District.
2. Ordinance No. 813, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of May 22, 2006. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of May 22, 2006. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.
6. Ordinance No. 2016-____ approving the First Amendment to this Development Agreement.

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Exhibit F
Overall Development Plan

See attached.

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STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2016-1418

AN ORDINANCE

TO APPROVE A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR BRETAGNE PHASES 1, 2 AND 3; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR BRETAGNE PHASES 1, 2 AND 3; 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:

(a) Lancaster County is authorized by the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the "Act"), and by the Development Agreement Ordinance for Lancaster County, South Carolina, Ordinance No. 663 (the "Ordinance"), to enter into development agreements with developers;

(b) Council approved a development agreement for the Bretagne development and that development agreement, dated June 4, 2007, is recorded in the records of the Lancaster County Register of Deeds in Deed Book 403, Pages 100-135 (the "Development Agreement"); and

(c) the property owners association for the lot owners in Phases 1, 2 and 3 of the Bretagne development and the successor developer of Phases 1, 2 and 3 of the Bretagne development have requested Council to approve amendments to the Development Agreement as it relates to Phases 1, 2 and 3 so as to allow completion of development of those phases.

B. It is the purpose of this ordinance to approve an amendment to the Development Agreement.

Section 2. Approval of First Amendment; Authorization to Act.

A. The Council Chair and Council Secretary are each authorized, empowered and directed to execute, acknowledge and deliver a First Amendment to the Development Agreement for Bretagne

Phases 1, 2 and 3 between Bretagne Holdings, LLC, and the County of Lancaster relating to Phases 1, 2 and 3 of the Bretagne development (the "First Amendment") in the name and on behalf of the County of Lancaster. The form of the First Amendment is attached hereto as Exhibit A and all terms, provisions and conditions of the First Amendment are incorporated herein by reference as if the First Amendment were set out in this ordinance in its entirety. By adoption of this ordinance, the Council approves the First Amendment and all of its terms, provisions and conditions. The First Amendment is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the First Amendment attached to this ordinance.

B. The Council Chair and Council Secretary are each authorized to execute and deliver any related instruments, documents, certificates and other papers as are necessary to effectuate the purpose of this ordinance and the First Amendment, including but not limited to, an Amended Development Agreement for Bretagne Phases 1, 2 and 3. The Council and its duly elected or appointed officers and any other County official are each authorized to take any and all action as may be necessary to effectuate the purposes of this ordinance and the First Amendment.

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 thereby.

Section 4. Controlling Provisions.

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

SIGNATURES FOLLOW ON NEXT PAGE.

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

Planning Commission Public Hearing:	July 16, 2016
First Reading:	September 26, 2016 Tentative
Second Reading:	October 10, 2016 Tentative
Council Public Hearing:	September 26, 2016 Tentative
Third Reading:	October 24, 2016 Tentative

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Exhibit A to Ordinance No. 2016-2018

**First Amendment to the Development Agreement for Bretagne Phases 1, 2 and 3
Between
Bretagne Holdings, LLC, and the County of Lancaster**

See attached.

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September 7, 2016

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. Steve Willis
County Administrator, Lancaster
101 N. Main St., 2nd Floor
Lancaster SC 29721

Dear Mr. Willis:

Charter's (formerly Time Warner Cable) agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future: WRAL, Azteca America, YouToo, RFD HD, Pivot, TV One (SD & HD), ShopHQ/EVINE Live (SD & HD), POP/TVGN (SD & HD), Music Choice On Demand and Music Choice (channels 1900-1950), Outdoor Channel (SD & HD), Al Jazeera (SD & HD), Aspire, FM (SD & HD), Fuse (SD & HD), Weather Channel (SD & HD), Go!TV (SD & HD), GMA Pinoy TV, GMA Life TV.

In addition, from time to time we make certain changes in the services that we offer in order to better serve our customers. The following changes are planned:

On or after September 20th, Time Warner Cable will be making technical changes to our cable system throughout South Carolina that may disrupt your ability to view the following unencrypted ("in the clear") channel on a digital television or other device that includes a QAM tuner ("a ClearQAM device"): WIS, WPDE, ETV, WBTW, WCCB, WFXB, WMBF, WMBF D2, WWMB, WLTX, WCBD, WCBD D2, WCIV, WCIV D2, WCSC, WCSC D2, WTAT, WMMP, WWAY, WUNJ, WGSJ, WBTW, WMYT, WCNC, WJZY, WSOC, WAXN, TV Guide/POP scrolling guide, Video Marketplace, Leased Access, AD TV and all Public, Education and Government channels. If this occurs, you will need to go into the settings menu on your ClearQAM device and perform a new channel scan in order to resume viewing this channel. Customers using digital cable set-top boxes will not notice any change. We apologize for any inconvenience.

On or after September 27th, WZRB will be available in HD on channel 13 and 1212 in the Columbia area channel lineups.

On a future date to be determined, the POP scrolling guide will no longer be available with Starter TV. This affects the following areas: Starter TV in Dillon/Lake View/Marion/Mullins, Hartsville (channel 3), Rowland (channel 4), Bishopville, Columbia, Ft. Jackson, Manning, Orangeburg, Summerville, Sumter (channel 10), Hilton Head, Sun City (channel 12), Laurinburg (channel 17), Standard TV in Florence/Lake City (channel 19), Cheraw (channel 68), Brown's Ferry/Sampit, Conway, Georgetown/Debordieu, Kingstree/Lane, Murrells Inlet/Pawleys Island, Myrtle Beach and Surfside Beach (channel 97).

WGN America may be repositioned from Starter TV to Standard TV.



The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: None at this time.

For more information about your local channel line-up, visit www.twc.com/programmingnotices.

If you have any questions or concerns, please do not hesitate to call me at 803-251-5320.

Sincerely,

A handwritten signature in black ink that reads "Ben Breazeale".

Ben Breazeale

Sr. Director of Government Relations

Report to Lancaster County Council
on Lancaster Area Ride Service (LARS)

Report Period: 10/01/2012- 1/1/2013- 4/1/2013-
12/31/2012 3/31/2013 6/30/2013

FY 2012 - 2013 LARS Only				Fiscal Year	
				Total	2013 Average
Trips	1810	1894	1974	5678	1893
Unduplicated Individuals	69	49	52		57
Passenger Miles	24,605	22,159	21,182	67946	22649
Operational Costs	\$ 25,331.74	\$ 26,402.00	\$ 28,877.71	\$ 80,611.45	\$ 26,870.48
Capital Costs	\$ -				
Total Costs:	\$ 25,331.74	\$ 26,402.00	\$ 28,877.71	\$ 80,611.45	\$ 26,870.48
Operational Cost Per Trip	\$ 14.00	\$ 13.94	\$ 14.63		\$ 14.19
Operational Cost Per Individual	\$ 367.13	\$ 538.82	\$ 555.34		\$ 487.09
Operational Cost Per Passenger Miles	\$ 1.03	\$ 1.19	\$ 1.36		\$ 1.19

Report Period: 7/1/2013- 10/01/2013- 1/1/2014- 4/1/2014-
9/30/2013 12/31/2013 3/31/2014 6/30/2014

FY 2013 - 2014 Includes JARC; SMTP and LARS Trips						Total	Fiscal Year 2014 Average
Trips	2091	1953		2167	1974	8185	2046
Unduplicated Individuals	132	77		66	53		82
Passenger Miles	22,764	22,198		20,511	20674	86147	21537
							0
Operational Costs	\$ 21,562.52	\$ 28,729.14	\$ 25,971.24	\$ 34,115.00	\$ 110,377.90	\$ 27,594.48	
Capital Costs	\$ -						\$ -
Total Costs:	\$ 21,562.52	\$ 28,729.14	\$ 25,971.24	\$ 34,115.00	\$ 110,377.90	\$ 27,594.48	
Operational Cost Per Trip	\$ 10.31	\$ 14.71	\$ 11.98	\$ 17.28			13.57
Operational Cost Per Individual	\$ 163.35	\$ 373.11	\$ 393.50	\$ 643.68			393.41
Operational Cost Per Passenger Miles	\$ 0.95	\$ 1.29	\$ 1.27	\$ 1.65			1.29

Report Period: 7/1/2014- 10/01/2014- 1/1/2015- 4/1/2015-
9/30/2014 12/31/2014 3/31/2015 6/30/2015

FY 2014 - 2015 Includes JARC; SMTP and LARS Trips					Total	Fiscal Year 2015 Average
Trips	2173	2259	1802	1810	8044	2011
Unduplicated Individuals	205	55	46	48		89
Passenger Miles	25,160	25,547	20,458	22382	93547	23387
						0
Operational Costs	\$ 24,834.00	\$ 27,524.00	\$ 30,543.00	\$ 32,615.35	\$ 115,516.35	\$ 28,879.09
Capital Costs	\$ -					\$ -
Total Costs:	\$ 24,834.00	\$ 27,524.00	\$ 30,543.00	\$ 32,615.35	\$ 115,516.35	\$ 28,879.09
Operational Cost Per Trip	\$ 11.43	\$ 12.18	\$ 16.95	\$ 18.02		14.65
Operational Cost Per Individual	\$ 121.14	\$ 500.44	\$ 663.98	\$ 679.49		491.26
Operational Cost Per Passenger Miles	\$ 0.99	\$ 1.08	\$ 1.49	\$ 1.46		1.25

Report Period: 7/1/2015- 10/01/2015- 1/1/2016- 4/1/2016-
9/30/2015 12/31/2015 3/31/2016 6/30/2016

FY 2015 - 2016 Includes JARC; SMTP and LARS Trips						Fiscal Year
					Total	2016 Average
Trips	2081	2186	1931	1973	8171	2043
Unduplicated Individuals	190	60	42	49	373	93
Passenger Miles	23,113	24,912	22,937	24121	95083	23771
Operational Costs	\$ 40,284.02	\$ 40,332.08	\$ 33,903.00	\$ 35,606.72	\$ 150,125.82	\$ 37,531.46
Capital Costs						
Total Costs:	\$ 40,284.02	\$ 40,332.08	\$ 33,903.00	\$ 36,606.72	\$ 151,125.82	\$ 37,781.46
Farebox Revenue	\$ 5,435.00	\$ 5,168.00	\$ 4,612.00	\$ 4,885.00	\$ 20,100.00	\$ 5,025.00
Operational Cost Per Trip	\$ 19.36	\$ 18.45	\$ 17.56	\$ 18.55		18.48
Operational Cost Per Individual	\$ 212.02	\$ 672.20	\$ 807.21	\$ 747.08		609.63
Operational Cost Per Passenger Miles	\$ 1.74	\$ 1.62	\$ 1.48	\$ 1.52		1.59

JARC-Job Access Reverse Commute Funding-Funding for Transportation to Jobs and Job Training
SMTP-State Mass Transit Program-funding those persons living in Urbanized Areas until 6/30/2016
LARS-5311 Public Transit Funding

MEETINGS & FUNCTIONS – 2016

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, September 26 th	5:00 – 6:00p.m.	Meet & Greet – Economic Development Director Jamie Gilbert - Historic Courthouse
Monday, September 26 th	6:30 p.m.	Council Meeting Council Chambers, Administration Building
Thursday, September 29 th	8am – 1pm	Employee Worksite Screening Council Chambers
Monday, October 10 th	6:30 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, October 11 th	8:00 a.m.	Public Safety Committee Council Conference Room
Tuesday, October 11 th	3:00 p.m.	Infrastructure & Regulation Committee Council Conference Room
Thursday, October 13 th	4:30 p.m.	Administration Committee Council Conference Room
Wednesday, October 19 th Thursday, October 20 th		SCAC Institute of Government Classes SCAC County Council Coalition – Columbia
Monday, October 24 th	6:30 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, November 1 st	2:00 p.m.	Strategic Planning Session Council Chambers

LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1st Council meeting (most of the time it is the 2nd Tuesday)
.....8:00 a.m.... Public Safety Committee
The Tuesday following the 1st Council meeting (most of the time it is the 2nd Tuesday)
.....3:00 p.m. ... Infrastructure and Regulation Committee
The Thursday following the 1st Council meeting (most of the time it is the 2nd Thursday)
.....4:30 p.m. ... Administration Committee
1st Thursday of each month7:00 p.m. ... Fire Commission, Covenant Street EOC Building
2nd and 4th Tuesday of each month9:00 a.m. ... Development Review Committee, Council Chambers
2nd Tuesday of each 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 Tuesday6:00 p.m. ... Historical Commission, Library Conference Room
3rd Thursday of each month6:30 p.m. ... Community Relations Commission, County Council Chambers
1st Thursday of each month5:00 p.m. ... Planning Commission work session, County Council Chambers
3rd Tuesday of each month6:30 p.m. ... Planning Commission, County Council Chambers