

FILED  
OFFICE OF CLERK  
OF COURT  
STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

ORDINANCE NO. 2019-1595

19 JUN 12 AM 10:54  
CLERK OF COURT  
LANCASTER, SC

**AN ORDINANCE AUTHORIZING LANCASTER COUNTY TO ACCEPT AN  
IMPROVED AND RELOCATED WAXHAW VILLAGE ROAD INTO THE COUNTY  
ROAD SYSTEM AND TO CONVEY OLD SECTIONS OF WAXHAW VILLAGE ROAD  
UPON THEIR IMPROVEMENT AND RELOCATION**

WHEREAS, the County Council of Lancaster County currently holds an easement and right of way upon Waxhaw Village Road, a county maintained 15-20 foot-wide gravel road located off Highway 521 to the north of the City of Lancaster, SC;

WHEREAS, Waxhaw Village Road is an old road with a meandering route and steep topography and is a "legacy road" that does not meet current road standards for county roads and would not be accepted into the county road system if it were required to meet current road standards;

WHEREAS, Lancaster County commenced maintenance and repair of Waxhaw Village Road prior to existing road standard and continues to maintain and repair Waxhaw Village Road as a part of the county's public road system;

WHEREAS, Lennar Carolinas, LLC, a Delaware limited liability company ("Lennar") has potential development plans for a residential subdivision (the "Intended Development") with respect to approximately 1,320.783 acres in Lancaster County, as shown as "Tract "A"" on Exhibit A (the "Property"), presently owned by Lancaster Land, LLC, a South Carolina limited liability company, and First Land Company, a South Carolina corporation. A portion of Property that Lennar intends to acquire for the Intended Development includes the majority of the real property located along the existing location of Waxhaw Village Road as more particularly shown on Exhibit B attached hereto (the "Existing Waxhaw Village Road"). As part of Lennar's Intended Development for the Property, Lennar desires to relocate and improve that certain portion of the Existing Waxhaw Village Road located within the boundaries of the Property to be acquired by Lennar in order to bring such portion of Waxhaw Village Road to county road standards. The approximate new location of the portion of Waxhaw Village Road that is intended to be relocated as described above is shown on Exhibit C attached hereto (the "Relocated Waxhaw Village Road");

WHEREAS, following Lennar's acquisition of the Property, Lennar intends to construct the Relocated Waxhaw Village Road solely on the Property for the Intended Development and following construction, dedicate the Relocated Waxhaw Village Road to Lancaster County so that there will be minimal disruption in use and travel along Waxhaw Village Road during the relocation and road improvement project;

WHEREAS, the Relocated Waxhaw Village Road (1) will be advantageous to and in the best interest of Lancaster County; (2) is needed to address the severe topography issues on Waxhaw Village Road; (3) will straighten the roadway for better sight lines and safety for

motorists; (4) will widen and improve the roadway to meet county road standards; and (5) will lower the future maintenance and repair costs of such roadway for Lancaster County;

WHEREAS, the Relocated Waxhaw Village Road will continue to serve the owners presently served thereby;

WHEREAS, the proposed Relocated Waxhaw Village Road will not result in substantially longer travel times or distances along its improved and relocated route compared to the current route and location of Waxhaw Village Road;

WHEREAS, County Council of Lancaster County is agreeable to the relocation of Waxhaw Village Road as it will result in improvement of a large portion of the county-maintained road to county standards at no expense to Lancaster County and provide for much needed benefits as described above;

WHEREAS, the Relocated Waxhaw Village Road is anticipated to be constructed by Lennar in phases, with construction commencing closest to US Highway 521 and thence commencing in a westerly direction as shown upon Exhibit B;

WHEREAS, County Council of Lancaster County, upon inspection and acceptance of the Relocated Waxhaw Village Road will quit claim, by one or more deeds, to Lennar the corresponding Existing Waxhaw Village Road located on the Property;

WHEREAS, the County Council of Lancaster County finds that acceptance of the Relocated Waxhaw Village Road and a quit claim of the corresponding Existing Waxhaw Village Road will be advantageous to the County and represents an important and necessary governmental function for the security, general welfare, and convenience of Lancaster County; and,

WHEREAS, to facilitate the Intended Development and Lennar's acquisition of the Property, the County Council has agreed to cause Lancaster County to enter into an escrow agreement between it, as the present holder of the right of way for Existing Waxhaw Village Road, Lancaster Land, LLC, and First Land Company, as the present owners of the Property, Lennar, as the prospective purchaser and developer of the Property, and Chicago Title Insurance Company, as escrow agent, in the form attached hereto as Exhibit D, providing for escrow agent to receive and to hold in escrow, and thereafter to record, the quit-claim deed(s) from Lancaster County for Existing Waxhaw Village Road, all on the terms and conditions set forth therein (the "Escrow Agreement").

**NOW, THEREFORE, BE IT ORDAINED**, by the County Council of Lancaster County, as follows:

Section 1. Lancaster County shall:

- (a) Accept as a public, county-maintained road the Relocated Waxhaw Village Road that Lennar intends to construct on the Property upon completion and inspection of the same by Lancaster County without any further requirements, conditions, consents or approvals from the County or otherwise;

- (b) Execute the Escrow Agreement with Lennar, Lancaster Land, LLC, First Land Company, and Chicago Title Insurance Company; and
- (c) Execute and deliver to Chicago Title Insurance Company, as escrow agent, the quit-claim deed(s) for Existing Waxhaw Village Road, to be held and recorded (or returned to Lancaster County, as the case may be) in strict conformity with the requirements of the Escrow Agreement.

Section 2. The County Council of Lancaster County hereby authorizes and directs the County Administrator to make inspection of the Relocated Waxhaw Village Road upon its completion and, provided the Relocated Waxhaw Village Road meets current county road standards, to accept a deed(s) for the Relocated Waxhaw Village Road from Lennar without any further requirements, conditions, consents or approvals from the County or otherwise.

Section 3. The County Council of Lancaster Count hereby authorizes and directs that Steve Harper, as Chairman of the Lancaster County Council, (or any future appointed Chairman of the Lancaster County Council) shall: (a) make, execute and deliver to Lennar one or more quit claim deed(s), as contemplated above, conveying any right, title, or interest that Lancaster County holds in the Existing Waxhaw Village Road that are to be relocated as set forth herein; and (b) sign all required documents, plats or other instruments, including, without limitation, the Escrow Agreement, and do all things necessary to complete the quit claim conveyance of the Existing Waxhaw Village Road to Lennar. Such quit claim deed(s) shall be immediately recorded in the Lancaster County Register of Deeds Office upon the satisfactory inspection and acceptance of the Relocated Waxhaw Village Road, as more particularly provided for by the Escrow Agreement.

Section 4. Any ordinance, resolution, or other order of the Lancaster County Council, the terms of which are in conflict with this ordinance, is, only to the extent of that conflict, repealed.

Section 5. For the avoidance of doubt, this Ordinance shall not obligate Lennar to acquire the Property or complete the Intended Development, and nor shall this Ordinance require Lennar, First Land Company, or Lancaster Land, LLC to complete the Relocated Waxhaw Village Road nor shall this Ordinance obligate Lancaster County to quit claim Existing Waxhaw Village Road other than in accordance with the specific terms of this Ordinance and the Escrow Agreement.

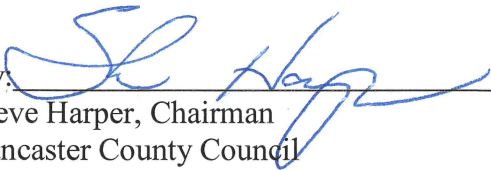
This Ordinance shall take effect and be in full force only after the County Council has approved it after three readings and a public hearing has been duly and timely held.

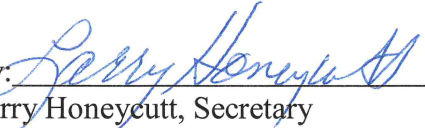
SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED


Dated this 10<sup>th</sup> day of JUNE, 2019.

LANCASTER COUNTY, SOUTH CAROLINA

By:   
Steve Harper, Chairman  
Lancaster County Council

By:   
Larry Honeycutt, Secretary  
Lancaster County Council

(SEAL)  
ATTEST:

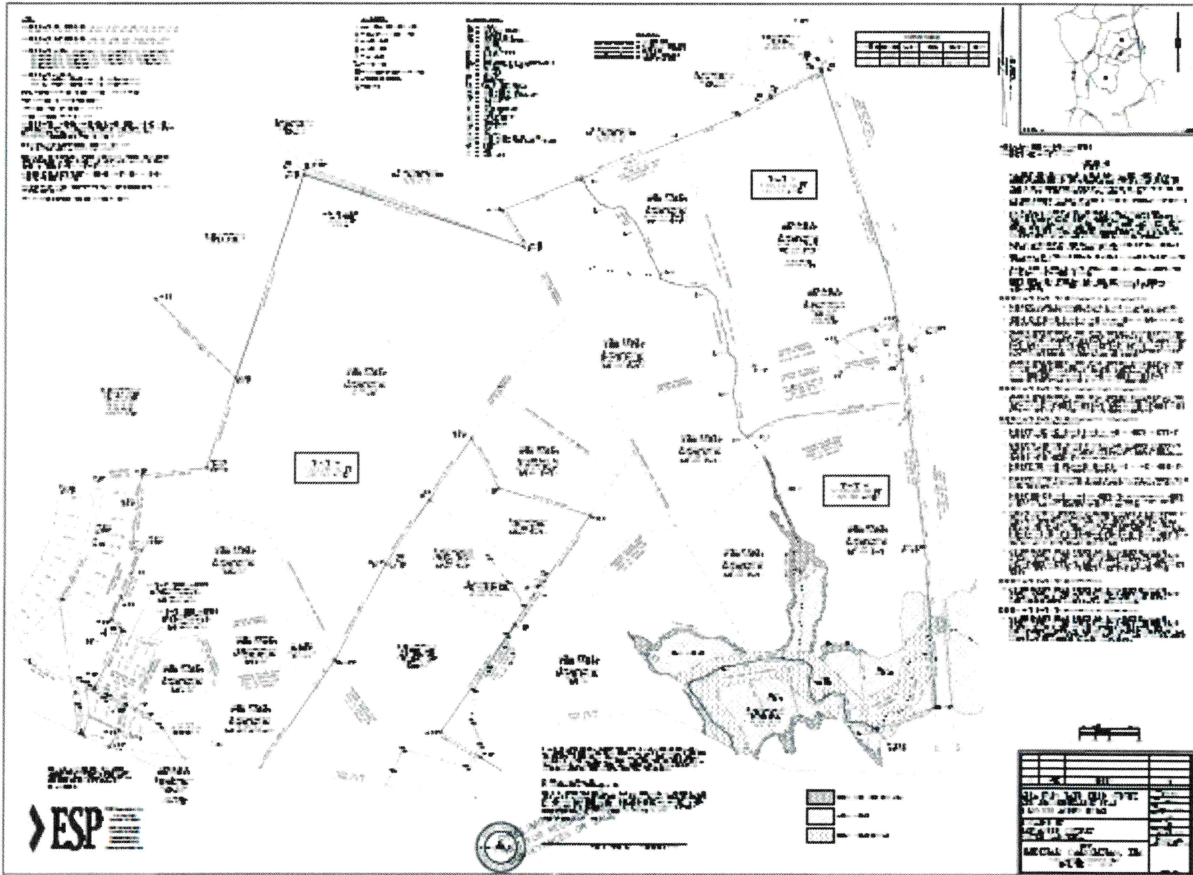
  
Sherrie Simpson, Clerk to Council  
Lancaster County Council

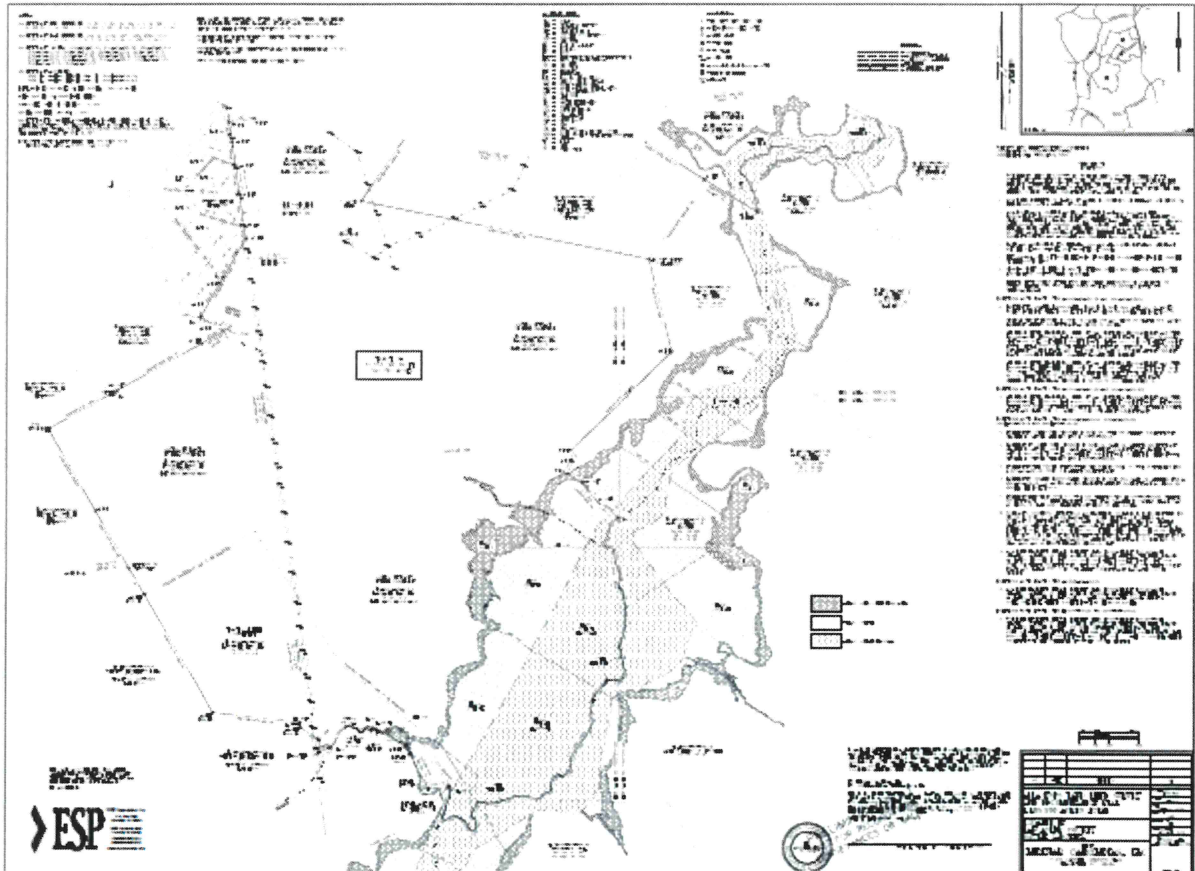
First Reading:	May 13, 2019
Second Reading:	May 28, 2019
Public Hearing:	May 28, 2019
Third Reading:	June 10, 2019



EXHIBIT A

PROPERTY DESCRIPTION







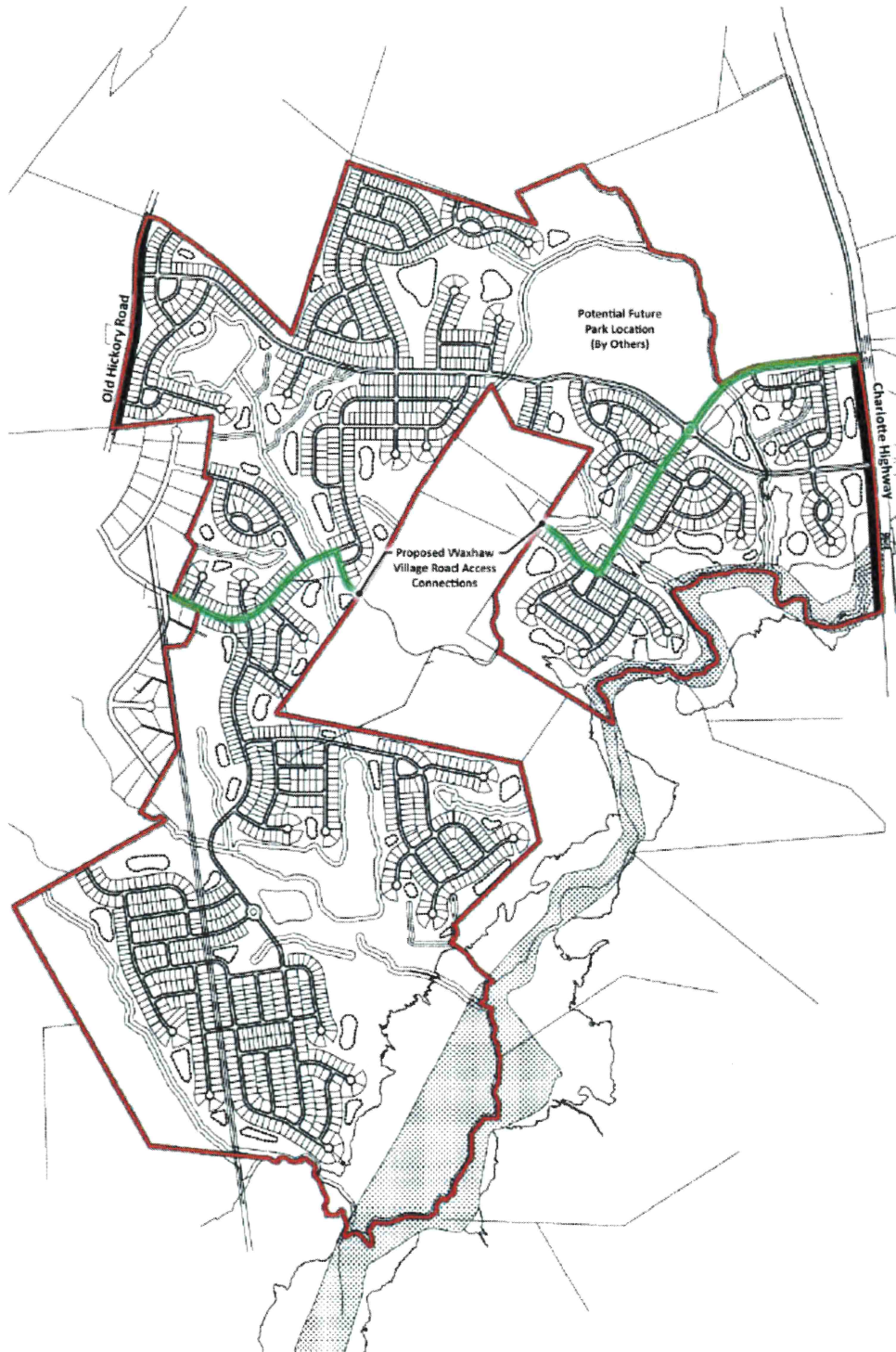
## EXISTING LOCATION OF WAXHAW VILLAGE ROAD ON THE PROPERTY





## EXHIBIT C

### FUTURE LOCATION OF WAXHAW VILLAGE ROAD



## EXHIBIT D

### ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") dated as of the \_\_\_\_ day of \_\_\_\_\_, 2019, is made and entered into by and amongst **CHICAGO TITLE INSURANCE COMPANY** ("Escrow Agent"), **LENNAR CAROLINAS, LLC**, a Delaware limited liability company ("Lennar"), **LANCASTER LAND, LLC**, a South Carolina limited liability company ("Lancaster Land"), **FIRST LAND COMPANY**, a South Carolina corporation ("First Land") and, together with Lancaster Land, ("Seller") and **LANCASTER COUNTY, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (the "County").

### WITNESSETH

**WHEREAS**, Lennar is under contract to purchase from Seller those certain parcels of real property, as shown on Exhibit A attached hereto and incorporated herein by reference (the "Property") in accordance with that certain Agreement for the Purchase and Sale of Real Property dated July 12, 2018 (as amended and reinstated, the "Underlying Contract"); and

**WHEREAS**, a portion of the Property includes the majority of the real property located along the existing location of Waxhaw Village Road, as more particularly described in the Ordinance, as defined below (the "Existing Waxhaw Village Road"); and

**WHEREAS**, following Lennar's acquisition of the Property in accordance with the Underlying Contract, Lennar intends, without obligation to do so, to relocate and improve that certain portion of the Existing Waxhaw Village Road located within the boundaries of the Property, as more particularly described in the Ordinance in connection with Lennar's intended development of the Property (the "Relocated Waxhaw Village Road"); and

**WHEREAS**, in exchange for Lennar's performance of improvements to and relocation of the Existing Waxhaw Village Road to provide for the Relocated Waxhaw Village Road, the County has agreed to adopt an ordinance authorizing Lennar to relocate and improve the Waxhaw Village Road as more particularly described therein (upon adoption, the "Ordinance"); and

**WHEREAS**, the Ordinance provides that, upon Lennar's completion of any portion of the Relocated Waxhaw Village Road and the County's inspection and acceptance of the same, the County shall quitclaim to Lennar, by one or more quitclaim deeds, the corresponding property within the Existing Waxhaw Village Road (each, as applicable, a "Quitclaim Deed") and collectively and as applicable, the "Quitclaim Deeds"); and

**WHEREAS**, pursuant to the Ordinance, Lennar, Seller and the County desire that the County execute the Quitclaim Deed(s) and deliver the Quitclaim Deed(s) to Escrow Agent, to be held in escrow and delivered by Escrow Agent in accordance with the terms of this Agreement.



**NOW, THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) paid by the parties hereto to one another, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment of Escrow Agent.** Lennar, Seller and the County hereby appoint Escrow Agent to act as escrow agent hereunder on the terms and conditions hereinafter set forth, and Escrow Agent hereby accepts such appointment. Escrow Agent acknowledges receipt of and agrees to hold in escrow pursuant to this Agreement, one (1) or more Quitclaim Deed(s), and to release said Quitclaim Deed(s) to Lennar or the County, as the case may be, all in accordance with the provisions of this Agreement. For clarification, the Relocated Waxhaw Village Road may be completed in up to five (5) phases, and, as such, the County is delivering five (5) Quitclaim Deeds in escrow hereunder.

2. **Role and Liability of Escrow Agent.** Escrow Agent is acting hereunder as stakeholder only, without compensation and for the convenience and at the request of the parties. Escrow Agent shall not be liable for any action taken or omitted in good faith, provided that the Escrow Agent shall be liable for its gross negligence, willful misconduct, breach of trust and breach of fiduciary duty, in any event. Escrow Agent shall not be liable for, and the parties jointly and severally agree to indemnify Escrow Agent against and hold Escrow Agent harmless from, the payment of court costs or legal fees in any legal action that may be brought to enforce Lennar's, Seller's or the County's rights with respect to the release of the Quitclaim Deed(s), unless Escrow Agent shall fail or refuse to act pursuant to a final judgment, order or decree. At any time, Escrow Agent shall be entitled, in its sole discretion, to apply to any court of competent jurisdiction in interpleader to determine the rights of the parties hereof, and in the event that the Quitclaim Deed(s) is/are deposited into such court in interpleader, Escrow Agent shall be relieved and discharged from any liability or responsibility to the parties hereto.

3. **Disposition of the Quitclaim Deed(s).** Escrow Agent is hereby authorized and directed to immediately deliver the Quitclaim Deed(s) to Lennar upon Escrow Agent's receipt of written notice and demand therefor from Lennar (each a "**Notice**") confirming that the Relocated Waxhaw Village Road has been completed and accepted by the County as required by the Ordinance, together with reasonable evidence thereof being provided to Escrow Agent (which evidence shall and must be inclusive of reasonable written evidence that County has inspected and approved of the applicable portion(s) of Relocated Waxhaw Village Road as required by the Ordinance). Specifically, as portions of the Relocated Waxhaw Village Road are completed and are inspected and approved by the County pursuant to the Ordinance, evidence whereof which is to be included with the Notice requesting release of a Quitclaim Deed for the corresponding portion(s) of the Existing Waxhaw Village Road as provided above, Lennar shall also include with the Notice a legal description, prepared by a South Carolina licensed surveyor and certified by the surveyor to Lennar and the County, of the corresponding portions of Existing Waxhaw Village Road as are being replaced by the portions of the Relocated Waxhaw Village Road identified in the Notice, and Escrow Agent is authorized and directed to append such legal description to the Quitclaim Deed to be released to Lennar pursuant to the Notice prior to it being released to Lennar in accordance herewith. Upon Lennar's receipt of such Quitclaim Deed(s), Lennar shall be immediately authorized to record the same in the Lancaster County Register of Deeds Office at Lennar's cost. In the event Lennar or Seller delivers written notice to Escrow Agent confirming the Underlying Contract terminated, then this Agreement shall terminate and Escrow Agent shall be authorized to (and is hereby directed in such circumstance) return all Quitclaim Deed(s) in

escrow to the County. In the event that, upon the completion of the entirety of the Relocated Waxhaw Village Road, and the release by Escrow Agent of Quitclaim Deeds containing legal descriptions for the entirety of the portions of the Existing Waxhaw Village Road as are being replaced by the Relocated Waxhaw Village Road, Lennar shall deliver written notice thereof Escrow Agent, and Escrow Agent shall promptly release all of the remaining Quitclaim Deeds held by it in escrow hereunder to the County.

For clarification, and avoidance of doubt, Escrow Agent shall not be required to analyze or interpret any documents or information submitted hereunder as a part of a Notice, whether as to the sufficiency, adequacy, or veracity thereof, or otherwise. Further, in the event that, at any time, it is the policy of Escrow Agent to require the joint consent of the parties in interest to any disbursement by Escrow Agent of any document, sum of money, or thing held in escrow by Escrow Agent, then, in such event, the County agrees that it shall provide such consent, with respect to any Notice submitted by Lennar hereunder, to Escrow Agent within five (5) business days of the County's receipt of the Notice hereunder. The consent of Seller shall not be required with respect to any Notice as, prior to the commencement of work upon the Relocated Waxhaw Village Road, Lennar shall have closed with Seller upon the transaction contemplated by the Underlying Contract.

4. **Reliance; Reimbursement.** Escrow Agent may rely and act upon any instrument or other writing believed by it to be genuine and purporting to be signed and presented by any person or persons purporting to have authority to act on behalf of Lennar, Seller or the County, as the case may be, and shall not be liable in connection with the performance of any duties imposed upon Escrow Agent by the provisions of this Agreement, except for Escrow Agent's own willful default, gross negligence, breach of trust or breach of fiduciary duties. Escrow Agent shall have no duties or responsibilities except those set forth herein. Escrow Agent shall not be bound by any modification, cancellation or rescission of this Agreement unless the same is in writing and signed by Lennar, Seller and the County, and, if Escrow Agent's duties are hereunder affected, unless Escrow Agent shall have given prior written consent thereto. Escrow Agent shall be reimbursed by Lennar and Seller for any reasonable expenses (including reasonable legal fees of outside counsel) incurred in connection with any litigation regarding its services as Escrow Agent under this Agreement, and such liability shall be joint and several between Lennar and Seller and any fees due to Escrow Agent hereunder shall be split equally between Lennar and Seller. In the event that Escrow Agent shall be uncertain as to the Escrow Agent's duties or rights hereunder, or shall receive instructions from Lennar, Seller or the County which, in Escrow Agent's opinion, are in conflict with any of the provisions hereof, Escrow Agent may decline to take any other action. After delivery of the Quitclaim Deed(s) in accordance herewith, Escrow Agent shall have no further liability or obligation of any kind whatsoever. Following Lennar's acquisition of the Property from Seller pursuant to the Underlying Contract, Seller shall be deemed deleted and removed from this Agreement in all respects, and the Agreement shall remain in full force and effect with respect to Lennar, the County and Escrow Agent.

5. **Resignation of Escrow Agent.** Escrow Agent shall have the right at any time to resign upon five (5) business days' prior notice to Lennar, Seller and the County. Lennar, Seller and the County shall jointly select a successor Escrow Agent and shall notify Escrow Agent of the name



and address of such successor Escrow Agent within five (5) business days after receipt of notice. If Escrow Agent has not received notice of the name and address of such successor Escrow Agent within such period, Escrow Agent shall have the right to select on behalf of Lennar, Seller and the County a bank or trust company to act as successor Escrow Agent hereunder, for such compensation as such bank or trust company shall reasonably require, provided, however, that such bank or trust company selected by Escrow Agent shall assume and agree, in writing, to perform all of the duties, obligations and liabilities of Escrow Agent hereunder that accrue or arise on and after the date of such assumption, but not before, and Lennar, Seller and the County shall be a third party beneficiary of such assumption agreement. At any time after the five (5) business day period, Escrow Agent shall have the right to deliver the Quitclaim Deed(s) to any successor Escrow Agent so selected hereunder and who executes and delivers the foregoing assumption agreement, and upon such delivery the successor Escrow Agent for all purposes hereunder and shall have all of the rights and obligations of the Escrow Agent hereunder, and the resigning Escrow Agent shall have no further responsibilities or obligations hereunder with respect to any duties, obligations and liabilities of Escrow Agent hereunder that accrue or arise on and after the date of such assumption, but shall remain liable for those duties, obligations and liabilities that accrued or arose before the date of such assumption.

**6. Notices.**

(a) Notwithstanding any other provision of this Agreement, no notice, demand, request or other communication to Escrow Agent in connection herewith shall be binding on Escrow Agent unless it is in writing, refers specifically to this Agreement, is addressed to Escrow Agent and is delivered pursuant to Section 6(b) of this Agreement.

(b) All notices provided or permitted to be delivered under this Agreement must be in writing and shall be served by (i) depositing the same in United States Mail; (ii) depositing the same with a guaranteed overnight delivery service; (iii) delivering the same by e-mail (if an e-mail address is provided herein; (iv) or hand delivering the same to such persons. For purposes of notice, the addresses of the parties shall be those addresses set forth below their signature blocks at the end of this Agreement (including e-mail addresses, if any). Any notice shall be considered given on the date of hand delivery to all parties to be served, on the date of e-mail delivery (provided the sending party does not receive a notice of failed delivery), one (1) business day after consignment during normal business hours to a guaranteed overnight delivery courier to all parties to be served, or the date three (3) business days after deposit in the United States mail to all parties to be served as provided above. By giving at least ten (10) days' prior written notice thereof, any party may from time to time and at any time change its mailing address hereunder. The attorneys for the respective parties hereto may transmit or receive any notice hereunder on behalf of their respective clients. Any notice given by a party to Escrow Agent hereunder must also simultaneously given by such party to the other parties to this Agreement.

**7. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina applicable to contracts executed in and to be performed wholly within such State. The undersigned hereby submit to personal jurisdiction in the State of South Carolina for all matters, if any, which shall arise with respect to this Agreement, and waive any and all rights under the law of any other state or country to object to jurisdiction within the State of South Carolina or to institute a claim of inconvenient forum with respect to any court in the State of South Carolina for the purposes of litigation with respect to this Agreement.

8. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR PROCEEDING COMMENCED BETWEEN OR AMONG THEM IN CONNECTION WITH THIS AGREEMENT.

9. **Successors.** This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto; provided, however, that except as expressly provided herein to Escrow Agent, this Agreement may not be assigned by any party without the prior written consent of the other parties.

10. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

11. **Amendments.** Except as expressly provided in this Agreement, no amendment, modification, termination, cancellation, rescission or supersession to this Agreement shall be effective unless it shall be in writing and signed by each of the parties hereto.

12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Furthermore, this Agreement may be executed and delivered by facsimile or electronic transmission. The parties intend that faxed or electronic (e.g. pdf. format) signatures constitute originals signatures and that a faxed or electronic copy or counterparts of this Agreement containing signatures (original, faxed or electronic) of a party is binding upon that party. Each signature page to any counterpart of this Agreement may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart of this Agreement identical thereto except having attached to it additional signature pages.

13. **Severability.** In the event that any term of provision of this Agreement is found by a court of competent jurisdiction to be invalid and unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect.

[SIGNATURES BEGIN ON NEXT PAGE]

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto as of the day and year first set forth above.

**LENNAR:**

**LENNAR CAROLINAS, LLC,**

a Delaware limited liability company

By: \_\_\_\_\_

Name: Jon S. Hardy

Title: Vice President

**Lennar's Notice Address:**

6701 Carmel Road, Suite 425

Charlotte, North Carolina 28226

**Plus a copy to:**

St. Amand & Efird PLLC

Attn: Scott Efird

3315 Springbank Lane, Suite 308

Charlotte, North Carolina 28226

E-Mail: [sefird@stamand-efird.com](mailto:sefird@stamand-efird.com)

[SIGNATURES CONTINUED ON NEXT PAGE]

**SELLER:**

**LANCASTER LAND, LLC,**

a South Carolina limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FIRST LAND COMPANY,**

a South Carolina corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Seller's Notice Address:**



**COUNTY:**

**LANCASTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Steve Harper, Chairman

Lancaster County Council

**County's Notice Address:**

Attn: Steve Willis, County Administrator

P.O. Box 1809

LANCASTER, SC 29721

**Plus copies to:**

DuBose, Robinson, Morgan

Attn: John K. DuBose, III

935 Broad Street

Camden, South Carolina 29021

E-Mail: [johnd@DuboseLaw.com](mailto:johnd@DuboseLaw.com)

Attn: Warren Norman/David Norman

2685 Celanese Road, Suite 123

Rock Hill, South Carolina 29732

E-Mail: [wnorman@warrennormaninc.com](mailto:wnorman@warrennormaninc.com); [dnorman@warrennormaninc.com](mailto:dnorman@warrennormaninc.com)

Plus copies to:

Morton & Gettys, LLC

Attn: Joshua B. Vann

331 East Main Street, Suite 300

Rock Hill, South Carolina 29730

E-Mail: [Joshua.vann@mortongettys.com](mailto:Joshua.vann@mortongettys.com)

[SIGNATURES CONTINUED ON NEXT PAGE]

**ESCROW AGENT:**

**CHICAGO TITLE INSURANCE COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Escrow Agent's Notice Address:**

Attn: Tom Dunlop

3600 Forest Drive, Suite 301

Columbia, South Carolina 29204

E-Mail: [tom.dunlop@ctt.com](mailto:tom.dunlop@ctt.com)

Exhibit A

Property