

# Exhibit 7

**Elaine Boone**

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**From:** Elaine Boone  
**Sent:** Monday, February 08, 2016 2:06 PM  
**To:** 'abowersox@rjoeharris.com'  
**Cc:** 'Brandon Pridemore'; Penelope Karagounis  
**Subject:** FW: Ansley Park Connectivity Index  
**Attachments:** 2226-connectivity index exhibit.pdf

**Importance:** High

Hey Adam,

I think that we need to add another node on the cul-de-sac at Ballester Road. Adding the node will require a variance on the connectivity index. The fee amount is \$ 200.00 non refundable.

Thanks,

J. Elaine Boone  
Planner II  
Lancaster County Planning Department  
101 N. Main Street  
P.O. Box 1809  
Lancaster, S.C. 29721  
Phone: (803) 416-9396 Direct  
Phone: (803) 285-6005 Main  
Fax: (803) 285-6007

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**From:** Adam Bowersox [<mailto:abowersox@rjoeharris.com>]  
**Sent:** Thursday, January 28, 2016 5:44 PM  
**To:** Elaine Boone; Penelope Karagounis  
**Cc:** Brandon Pridemore  
**Subject:** Ansley Park Connectivity Index

As a follow up to the DRC meeting on January 26, the attached PDF is an exhibit for the connectivity index for Ansley Park. In summary, I came up with 20 nodes and 28 links for a connectivity index of 1.4. Let me know if I need to make any changes or adjustments to this calculation for the updated submittal of the preliminary plat.

Thank you,

Adam Bowersox  
Civil Engineer I



**R. JOE HARRIS & ASSOCIATES, INC.**  
Engineering • Surveying • Planning • Management

127 Ben Casey Drive | Suite 101  
Fort Mill SC 29708  
(803) 802-1799 **Phone**  
(803) 578-9628 **Direct**

[www.rjoeharris.com](http://www.rjoeharris.com)

**Exhibit 7**



South Carolina  
Department of Transportation

# Exhibit 7

Cherokee County  
Chester County  
Chesterfield County  
Fairfield County  
Lancaster County  
Union County  
York County

November 3, 2015

Ms. Amy Massey, P.E.  
Kimley-Horn and Associates, Inc.  
331 East Main Street, Suite 200  
Rock Hill, South Carolina 29730

RE: Traffic Impact and Access Study -- Ansley Development  
S-29-92 (Henry Harris Road)  
Lancaster County

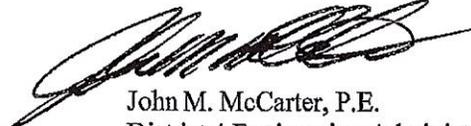
Dear Ms. Massey:

Thank you for your recent Traffic Impact Analysis (TIA) for the new residential development south of S-29-54 (Marvin Road) along S-29-92 (Henry Harris Road). While we concur in principal with the findings of your study, we have the following brief comments:

- Due to the 577 eastbound through movements shown along S-29-54 (Marvin Road) as part of the 2020 Build-Out Peak Traffic Volumes and the potential of a signalized intersection in the future, a left-turn lane with 150' of storage will be required from S-29-54 (Marvin Road) to S-29-92 (Henry Harris Road). While we understand it does not meet a volume warrant, it does enhance safety.
- The SCDOT understands the recommendations made in this study are necessary solely due to the projected 2020 background traffic conditions. However, the subject development does contribute to this corridor's growth. Therefore, it is our recommendation that the development should either contribute to the cost of each of these improvements or bear the sole cost of a left-turn lane along S-29-92 (Marvin Road) to S-29-54 (Henry Harris Road).

Once an encroachment permit is applied for, all preceding items will be discussed further. Thank you again for the opportunity to review your study. If you have any additional questions or concerns, please contact David Gamble in the District 4 Permit Office at (803) 377-4155.

Sincerely,



John M. McCarter, P.E.  
District 4 Engineering Administrator

JMM/spm

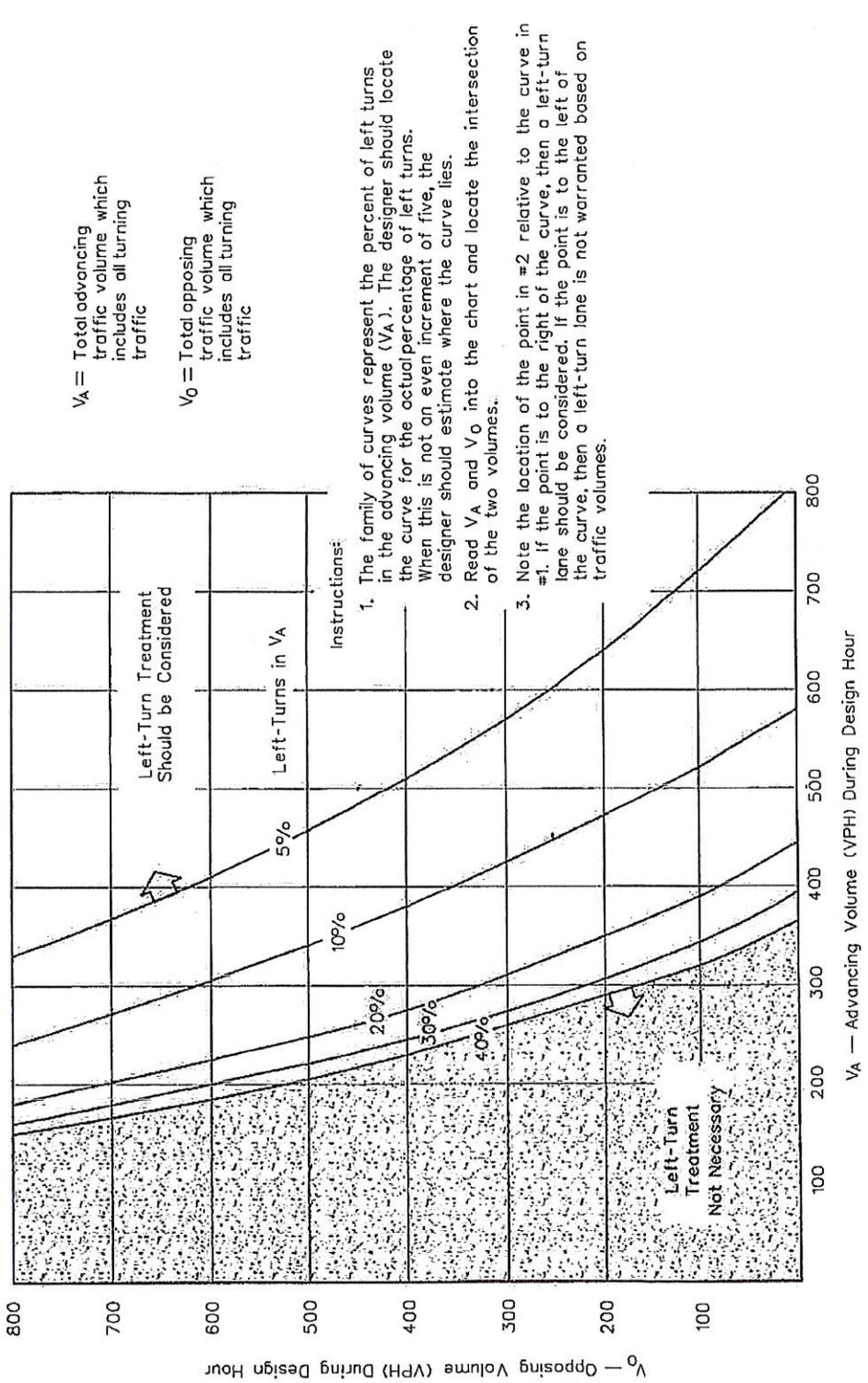
cc: Alex J. Moore, AICP, Lancaster County Planning Department  
ecc: Wayne Joyner, Permit Manager  
John D. McKay, Resident Maintenance Engineer

File: D4/PO/VME

District Four Engineering  
Post Office Box 130  
Chester, South Carolina 29735

Phone: (803) 377-4155  
Fax: (803) 581-0156

AN EQUAL OPPORTUNITY  
AFFIRMATIVE ACTION EMPLOYER



VOLUME GUIDELINES FOR LEFT-TURN LANES AT UNSIGNALIZED INTERSECTIONS ON TWO-LANE HIGHWAYS (40 MPH)

Figure 15.5G

Exhibit 7



## Exhibit 8

### TECHNICAL MEMORANDUM

**DATE:** November 20, 2015  
**PROJECT:** Ansley Development Traffic Impact Study  
**CE:** 9679  
**RE:** Traffic Report Review

\*\*\*\*\*  
Campco Engineering, Inc. has completed a review of a traffic impact study entitled "Traffic Impact Study for Ansley Development" prepared by Kimley-Horn and Associates, Inc. dated October 1, 2015. The study report estimates traffic that may be generated by a proposed residential development consisting of 313 single family detached units. The study included intersection analyses and results for the following intersection locations:

- Development Access #1 at Henry Harris Road (S-92);
- Development Access #2/Ravenwood Drive at Henry Harris Road;
- Collins Road (S-126) at Henry Harris Road;
- Marvin Road (S-54) at Henry Harris Road; and
- U.S. 521 at Marvin Road

The results of our review show that standard practices and procedures for traffic impact analyses were followed in development of the study. No concerns were identified in the calculations or methodologies presented in the report document.

However, the study includes an estimate of the distribution of site generated traffic onto the surrounding roadway system. The distribution is illustrated in report Figure 5.3. Please note that site traffic distribution values are indeterminate, and are estimated using engineering judgement and knowledge of the area's travel patterns and trends. Figure 5.3 shows that 80% of the site generated traffic was distributed to U.S. 521 north of Marvin Road. The actual distribution of traffic from the site may differ, with less traffic distributed to U.S. 521, and more traffic distributed to Marvin Road east of Henry Harris Road or to other routes.

SCDOT provided comments to the Ansley traffic impact study by letter dated November 3, 2015 (copy attached). The SCDOT response indicated a 150-ft. westbound left turn lane on Marvin Road at Henry Harris Road will be required. We concur with this recommendation from SCDOT and offer the following in support:

1. Actual traffic distributions exceeding the estimated distributions on Marvin Road east of Henry Harris Road may result in additional traffic movements at the Marvin Road/Henry Harris Road intersection.

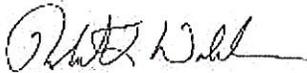
2. Year 2020 build-out peak hour traffic estimates shown in Figures 5.4 and 5.5 support construction of a left turn lane when applied to SCDOT Highway Design Manual Figure 15.5G "Volume Guidelines for Left-Turn Lanes at Unsignalized Intersections on Two-Lane Highways".

Table 6.2 in the traffic impact study report presents capacity analysis results for the Marvin Road/Henry Harris Road intersection. Analyses for background improved and build conditions are based on signalized operation assuming public funds are used to install a new traffic signal. This proposed improvement is based on an evaluation of estimated peak hour conditions. Peak hour traffic conditions are typically not acceptable as a sole basis for signal warrants, and the County should anticipate this intersection operating under sign control at site buildout.

Under sign control, this intersection is expected to operate poorly during peak hours. The traffic impact study report indicates that northbound left turn volumes from Henry Harris Road to westbound Marvin Road will increase from 123 vph to 261 vph during the am peak hour, and from 51 vph to 137 vph during the pm peak hour. The anticipated intersection traffic volume increases generated by the proposed site will result in degradation of sign controlled intersection operation and will contribute to the need for signalization sooner than it would be needed without the development. The projected build condition northbound left turn volumes appear to warrant a new 250-foot left turn lane, that would benefit operation under sign controlled and signalized controlled conditions. Therefore the developer should be required to construct a northbound left turn lane to mitigate the project impact at this location.

We hope that our comments are of value in development of this project. Please contact our office if you need additional information.

Submitted By:  
Campco Engineering, Inc.



Robert L. Walsh, P.E.

Enclosures

k:\9679\01- correspondence\2015-11-20 ansley traffic report review memo.docx

**Exhibit 8**

# Exhibit 9

FILED  
OFFICE OF CLERK  
OF COURT  
2015 DEC - 1 AM 11:13  
CLERK OF COURT  
LANCASTER, SC

STATE OF SOUTH CAROLINA            )  
                                                          )  
COUNTY OF LANCASTER                )                    ORDINANCE NO. 2015-1378

## AN ORDINANCE

**TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN FORESTAR (USA) REAL ESTATE GROUP INC. AND THE COUNTY OF LANCASTER RELATING TO A PORTION OF THE ANSLEY PARK (PDD-21) DEVELOPMENT; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE DEVELOPMENT 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.**

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) Forestar (USA) Real Estate Group Inc. seeks to enter into a development agreement with Lancaster County relating to a portion of the Ansley Park (PDD-21) development; and
- (c) the Act and Ordinance require a development agreement to be approved by the county governing body by the adoption of an ordinance.

### Section 2.        **Approval of Agreement; Authorization to Act.**

A. The Council Chair and Council Secretary are each authorized, empowered and directed to execute, acknowledge and deliver a Development Agreement between Forestar (USA) Real Estate Group Inc. and the County of Lancaster relating to a portion of the Ansley Park (PDD-21) development (the "Development Agreement") in the name and on behalf of the County of Lancaster. The form of the Development Agreement is attached hereto as Exhibit A and all terms, provisions and conditions of the Development Agreement are incorporated herein by reference as if the Development Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, the Lancaster County Council

approves the Development Agreement and all of its terms, provisions and conditions. The Development Agreement 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 Lancaster 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 Development Agreement 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 effect the delivery of the Development Agreement. The Council and its duly elected or appointed officers and any other County official are authorized to take any and all action as may be necessary to effectuate the purposes of this ordinance.

**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.**

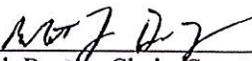
To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, orders and resolutions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

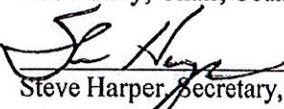
**Section 5. Effective Date.**

This ordinance is effective upon third reading.

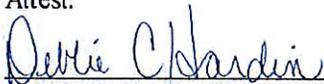
And it is so ordained, this 23<sup>rd</sup> day of November, 2015.

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: November 17, 2015  
First Reading: October 26, 2015  
Second Reading: November 9, 2015  
Council Public Hearing: November 23, 2015  
Third Reading: November 23, 2015

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**Exhibit A to Ordinance No. 2015-1378**

**Development Agreement  
Between  
Forestar (USA) Real Estate Group Inc. and the County of Lancaster  
A Portion of the Ansley Park (PDD-21) Development**

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.



**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 Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, 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 Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended.

(2) “Agreement” means this Development Agreement.

(2A) “Agreement Date” means the date of this Agreement as set forth above.

(3) “County” means the County of Lancaster, a body politic and corporate, a political subdivision of the State of South Carolina.

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

(5) “Developer” means Forestar (USA) Real Estate Group Inc., a Delaware corporation, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

(7) Reserved.

(8) “Laws and Land Development Regulations” means the County’s applicable rules and regulations governing development of real property as set forth on Exhibit E hereto.

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

(10) “Ordinance No. 650” means Ordinance No. 650, PDD-21, Ansley Park Planned Development District-21 approved January 31, 2005, as amended by Ordinance No. 796 dated January 29, 2007, zoning the Property planned development district (PDD-21).

(11) “Ordinance No. 2015-1378” means Ordinance No. 2015-1378 of the County approving this Agreement.

(12) “Parties” means County and Developer.

(12A) “PDD-21” means Ordinance No. 650.

(13) “Property” means the land, and any improvements thereon, described in Section 1.04.

(14) “Forestar Related Entity” means (i) an entity that is owned or controlled by Developer, or is owned or controlled by any entity that owns at least a fifty percent (50%) membership interest in Developer; and (ii) any entity that is the successor in interest to Developer via merger or operation of law.

(15) “UDO” means Ordinance No. 309, as amended, as of January 31, 2005, and which is cited as the Unified Development Ordinance of Lancaster County. The UDO includes Ordinance No. 328, as amended, as of January 31, 2005, and which is cited as the Land Development Regulations of Lancaster County.

(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 a portion of the Ansley Park development.

**Section 1.05. Zoning.** The Property is zoned planned development district (PDD-21) pursuant to Ordinance No. 650.

**Section 1.06. Permitted Uses.** (A) PDD-21 and the UDO provide for the development uses on the Property, including population densities, building intensities and height.

(B) 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 standards contained in PDD-21 and the UDO apply.

**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.

(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) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, the Developer shall submit a proposed adjustment to the Clerk to 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 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 completed residences on individual lots who are the end users and not developers thereof and the owners and lessees of individual lots, who are not developers and who intend to build a residence on the lot for the owner or lessee to occupy, 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) Developer acknowledges and agrees that it (i) is responsible for the development of the Property when Developer acquires title to or development rights for the Property, and (ii) will develop the Property in accordance with the terms and conditions of this Agreement. It is the express intention of the Parties that the obligations of this Agreement are intended to run with the Property. If the Property is sold, either in whole or in part, and the Developer’s obligations are transferred to a purchaser or successor in title to the Property as provided herein and in Section 3.05 below, Developer shall be relieved of any further liability for the performance of Developer’s obligations as provided in this Agreement as it relates to the portion of the Property sold if the Developer is then current with its obligations pursuant to this Agreement.

**Section 1.10. Term.** The term of this Agreement commences on the Agreement Date and terminates five (5) 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. 2015-1378 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. 2015-1378 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 and fifty seven (157) or more acres.

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property and that, following acquisition, Developer shall be the only legal and equitable owner of the Property.

(C) Developer represents and warrants that the execution, delivery and performance by the individual or entity signing this Agreement on behalf of the Developer has been duly authorized and approved by all requisite action on the part of Developer.

## 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. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

(B) Except as otherwise provided in this Agreement, County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date 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. 650, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

(D) Except as may be otherwise 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) (1) 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 Ordinance No. 650 and the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling, (2) To the extent that Ordinance No. 650 may contain zoning and development standards which conflict with zoning and development standards contained in the UDO, the standards contained in Ordinance No. 650 supersede all other standards and Ordinance No. 650 is deemed controlling except as provided in subsection (E)(1).

(F) For purposes of Subsection (D) of this Section 3.01 and Section 3.03(A)(3), the Laws and Land Development Regulations are anticipated to be amended subsequent to the Agreement Date to provide for requirements and standards applicable to storm water runoff conveyance systems and drainage improvements. The anticipated amendments are expected to include, but not be limited to, minimum standards for the design and sizing of storm drainage piping systems and access easements. These amendments to the Laws and Land Development Regulations will apply to the Property.

**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 Sections 6-29-1510 to -1560, Code of Laws of South Carolina 1976, 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 that materially affected the terms and provisions of this Agreement.

(B) Developer agrees to comply with any county-wide building, housing, electrical, plumbing, fire and gas codes required to be enforced pursuant to the laws of South Carolina after the Agreement Date 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, fire 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, approvals and processes, some of which may have been obtained or complied with as of the Agreement Date, include, but are not limited to:

- (1) Development Review Committee process;
- (2) Preliminary plan approval;
- (3) Final plat approval;
- (4) Zoning permits;
- (5) Building permits; and
- (6) Sign permits.

(B) 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, at its sole discretion, 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 subject to the transfer. If the acquiring Developer is an entity, then, at the request of the County, the acquiring Developer shall provide the County the opportunity to view a listing of the names and addresses of the entity's officers and owners. 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. This provision does not apply to the purchaser or other successor in title to the Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy.

**Section 3.06. Lot Widths; Bridges.** County and Developer acknowledge, agree and ratify two minor changes to the Ansley Park Master Plan made pursuant to and in accordance with the provisions of Ordinance No. 650: (1) two lots widths; and (2) the removal of a bridge crossing Six Mile Creek.

**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 4.01A. Funds for Public Safety.** Developer agrees to pay County THREE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$310,000.00) upon the earlier of either June 30, 2017, or the closing on the sale of any portion of the Ansley Park development by the Developer to an individual or entity other than a Forestar Related Entity (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. As used in this section, "Developer" means Forestar (USA) Real Estate Group Inc., a Delaware corporation, and does not include its successors or assigns but does include a Forestar Related Entity that holds title to the Property.

**Section 4.01B. School Payments.** Developer agrees to pay to the County for the benefit of the Lancaster County School District ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$155,000.00) upon the earlier of either June 30, 2017 or the closing on the sale of any portion of the Ansley Park development to an individual or entity other than a Forestar Related Entity (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. As used in this section, "Developer" means Forestar (USA) Real Estate Group Inc., a Delaware corporation, and does not include its successors or assigns but does include a Forestar Related Entity that holds title to the Property.

**Section 4.02. Payment of Costs.** Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than December 31, 2015, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000.00) 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 4.03. 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, reviewing plans, conducting inspections or similar type processing costs.

**Section 4.04. 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)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The 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.

(b) Developer shall cause to be prepared a traffic impact analysis conducted and sealed by a licensed South Carolina professional engineer. Any road improvements, which are determined to be necessary, based on the results of the traffic impact analysis, shall be incorporated into the final site plan prior to County approval and the Developer is responsible for all costs of the road improvements. The traffic impact analysis shall be reviewed by the County and in conjunction with the South Carolina Department of Transportation. If a County-level traffic planner is not available to review the traffic impact analysis at the time of submittal, the County may choose to hire a third-party consultant to assist in this review. The cost of the traffic impact analysis, including any additional reviews requested by the County, shall be paid by the Developer. Improvements set forth in the traffic impact analysis may be installed based on a phasing study prepared by a licensed South Carolina professional engineer at the expense of Developer. The installation of new traffic signals or improvements to existing traffic signals shall be based on warrant studies conducted by a licensed South Carolina professional engineer at established specific times and at the expense of Developer.

(c) If a signalized intersection is required by the traffic impact analysis, or additional poles are required at an existing signalized intersection, a mast-arm traffic signal shall be installed. At a minimum, the standard metal mast-arm poles used by Duke Energy Corporation shall be installed. Complete cost of the installation of the mast-arm traffic signal shall be paid by Developer. Developer shall furnish a financial guarantee, acceptable to the County in its discretion, to cover future repairs and replacement of the mast-arm traffic signal. Developer may transfer its obligation for future repairs and replacement for the mast-arm traffic signal to a homeowners' or property owners' association, or similar organization.

(2) Developer is responsible for all construction and maintenance, and the costs thereof, associated with the roads within the Property. Developer may transfer the ownership of the

roads and its obligations for the roads to a homeowners' or property owners' association, or similar organization.

(3) Developer agrees to maintain the landscaping at the entrance to the Property and obtain any necessary easements therefor from the South Carolina Department of Transportation. Developer's obligation to maintain the landscaping 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' or property owners' association, or similar organization.

(4) County is not responsible for any construction, maintenance, or costs associated with the roads within the Property. Developer acknowledges that County will not accept the roads within the Property into the County road system for any purpose, including, but not limited to, maintenance. Developer agrees to provide County prior to final plat approval documentation that a mechanism, such as a property owners' association, is in place for the perpetual maintenance of all roads within the Property. Developer acknowledges and agrees that the provisions of Section 26-27(B)(3)(a) and (b) of the Lancaster County Code, as amended by Ordinance No. 2014-1299, apply to the roads within the Property.

**(B) Potable Water.** Potable water will be supplied to the Property by the Lancaster County Water and Sewer District. 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. Developer acknowledges that County has no authority or responsibility for providing potable water services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

**(C) Sewage Treatment and Disposal.** Sewage treatment and disposal will be provided by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary sewer service infrastructure within the Property and the sewer service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with sewer service or sewer service infrastructure. Sewer 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. Developer acknowledges that County has no authority or responsibility for providing sewage treatment and disposal services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

**(D) Storm Water Management.** Developer will construct or cause to be constructed all storm water runoff conveyance systems and drainage improvements within the Property required by the development of the Property. All inlets, piping within a system, associated swales or other conveyance system shall be designed for a minimum twenty-five (25) year storm event. Individual culvert crossing shall be designed for a minimum twenty-five (25) year storm event. Developer agrees to construct or cause to be constructed permanent water quantity and water quality systems and improvements in accordance with best management practices. The applicable requirements and standards shall be the more stringent of either the requirements and

standards contained in the Laws and Land Development Regulations as may be modified pursuant to Section 3.01(F) or the requirements and standards set by the South Carolina Department of Health and Environmental Control or its successor agency. All storm water systems and improvements will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or 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. Residential units shall be served by a private waste hauling company.

**(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.** The Property is located in the Pleasant Valley Fire Protection District and fire services will be provided by the Pleasant Valley Fire Department, or successor entities.

**(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. Developer acknowledges that County has no authority or responsibility for providing public school services in the County.

**(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 4.05. Maximum Density.** Notwithstanding the maximum density set forth in the UDO, the maximum density for residential use for the Property is as set forth in Ordinance No. 650, PDD-21.

**Section 4.05A. Final Plat Approval.** Notwithstanding any other provision of this Agreement or any provision of the UDO, Developer agrees that prior to seeking final plat approval: (i) all water and sewer infrastructure for the area that is the subject of the final plat shall be installed by the Developer and subsequently tested, inspected, and found to be in acceptable condition by the applicable water or sewer provider, and (ii) the appropriate permits from the South Carolina Department of Health and Environmental Control (DHEC) have been obtained by the Developer for storm water management and the Developer shall provide proof that DHEC has issued the appropriate permits.

## ARTICLE V

## MISCELLANEOUS

**Section 5.01. Notices.** Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national “next day” delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

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

With Copy to: County of Lancaster  
Attn: County Attorney  
101 N. Main St. (29720)  
P.O. Box 1809 (29721)  
Lancaster, SC

And to Developer: Forestar (USA) Real Estate Group Inc.  
3330 Cumberland Blvd., Suite 275  
Atlanta, GA 30339  
Attn: Larry Long and Brian Blythe

Bayard Development, LLC  
11220 Elm Lane, 205B  
Charlotte, NC 28277  
Attn: Timothy F. Coey

With Copy to: Nexsen Pruet, PLLC  
Attn: Joseph D. McCullough  
227 W. Trade Street, Suite 1550  
Charlotte, North Carolina 28202

**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 Agreement Date 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 the Agreement Date 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 Chief Zoning Officer for the County finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Chief Zoning Officer for the County shall serve notice in writing, within a reasonable time after making the finding and determination of a material breach, 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 (i) to rebut the finding and determination, or (ii) 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 Register of Deeds 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 Section 6-31-110 of the Act. 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 (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, (iii) 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 (iv) 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. Covenant to Sign other Documents.** County and Developer acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement and County and Developer agree to cooperate with the execution thereof.

**Section 5.13. 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 5.14. 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 5.15. 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 (6<sup>th</sup>) Judicial Circuit of the State of South Carolina.

**Section 5.16. 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 5.17. 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 5.18. 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. However, if the invalid provision would prevent or materially impair Developer's right or ability to complete performance of this Agreement, the Parties agree to use their best efforts to renegotiate that provision in order for Developer to complete performance of this Agreement.

**Section 5.19. When Agreement takes Effect.** This Agreement is dated as of the Agreement Date and takes effect when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., February 15, 2016, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

SIGNATURES FOLLOW ON NEXT PAGE.





**Exhibit A**  
**Property Description**

**Ansley Park Development**

Tax Parcel No. 0010-00008.00

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# Exhibit 9

Development Agreement – Portion of Ansley Park Development  
Lancaster County – Forestar (USA) Real Estate Group Inc.  
Page 19 of 23

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## Exhibit B

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**Exhibit C**  
**Development Schedule**

	<u>Begin</u>	<u>End</u>
Engineering and Permitting	January, 2016	July, 2016
Phased Land Development	August, 2016	August, 2021
Home Construction Starts	April, 2017	August, 2020
Year 1 Home Closings – Approx. 62 per year	August, 2017	August, 2018
Year 2 Home Closings – Approx. 62 per year	August, 2018	August, 2019
Year 3 Home Closings – Approx. 62 per year	August, 2019	August, 2020
Year 4 Home Closings – Approx. 62 per year	August, 2020	August, 2021
Year 5 Home Closings – Approx. 62 per year	August, 2021	August, 2022

This Development Schedule is an estimate. The provisions of Section 1.07 of this Agreement apply to this exhibit.

NOTE: County and Developer acknowledge that development of the Property is limited to three hundred ten (310) residential units.

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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. As of the Agreement Date, Developer has contractual rights to acquire the Property and, following acquisition, Developer shall be the only legal and equitable owner of the Property. As of the Agreement Date, the legal owner of the Property is Jacqueline S. White, Trustee, Milbern Charles White Family Trust under agreement dated June 15, 2009.

(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 Section 4.05.

(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.

(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.* 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.

# Exhibit 9

(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 Register of Deeds. 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 5.14.

## Exhibit E Laws and Land Development Regulations

1. Ordinance No. 650, as amended, zoning the Property planned development district (PDD-21).
2. Ordinance No. 2015-1378, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of January 31, 2005. The UDO includes Ordinance No. 328, as amended, as of January 31, 2005 and which is cited as the Land Development Regulations of Lancaster County, as amended as of January 31, 2005.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards, as of the Agreement Date, including, but not limited to, Section 26-27(B)(3)(a) and (b) of the Lancaster County Code of Ordinances, as amended by Ordinance No. 2014-1299.

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## Exhibit 10

Dear **Penelope G. Karagounis**,

It has come to my attention that a new housing development (**Ansley Park - attached**) is the planning approval phase and I would like to request that it **not be approved**. I have a lot of concerns regarding school over crowding that this and other neighborhoods currently in construction will cause. I'm also concerned with traffic safety and excess traffic on the roads that this neighborhood will utilize on a daily basis.

Regards to schools, despite building a new elementary school in 2014, both schools are now officially "over capacity" and while I know there's a school bond in the works, it'll be a few more years before the new proposed schools are built if that passes and even then it will only reduce the elementary population by 15-17% as they shift 5th graders to the new middle schools. That's only about 150-200 or so kids per school. A neighborhood of 300 homes could easily add a few hundred kids to the school population. Worse case scenario they are all elementary school age and you have massive over crowding next year forcing kids to have to have trailer classrooms like was the case at ILES for years.

If you assumed only an average of 1 child per home in that neighborhood most of the slack being created by the new schools would be practically gone with this one neighborhood and that's not even considering the new neighborhood that is currently in construction by Bridge Hampton on Harrisburg Rd and others (e.g. Tree Tops).

**Has there been any proposals to freeze new home construction for a couple years to allow the school system to catch up?**

Also, I don't know if you live in the Indian Land area or anywhere near this proposed construction but there's a lot going on traffic wise. We get speeding cross through traffic from the Marvin/Waxhaw area where there have been very large developments built nearby. They travel down New Town Rd that turns into Marvin Road at the NC/SC border and back up the light at 521/160 for about 1/4 mile or more.

Also this neighborhood would also let out onto Marvin Rd. There's just two ways out of Henry Harris (north and south) and when I drove past the zoning sign I saw they were way closer to Marvin meaning most people are going to be heading north, struggling to turn onto Marvin Road (no light, no stop sign) and then backing up Marvin/521 even more (also no turning lane).

I also mentioned to you about the speeding. A recent traffic study run by SCDOT showed 99% of the cars sped past that intersection with a top speed of 70 MPH. It's only a matter of time before one of us gets hit at 50-70 MPH from a NC driver cutting though. I've asked for patrols but I doubt they'll come since Sherrif Faile's team is either occupied with WalMart shoplifting or crime issues outside Lancaster City. They never seem to have the manpower to patrol the roads. Marvin is a SCDOT rode but I have NEVER seen a state trooper on it. They stay on 521.

There's a large cheer leading facility on the other side of the road (Zimmer Business Park) directly opposite of Henry Harris. Even the late afternoons and evenings it gets a lot of traffic

## Exhibit 10

from parents taking their kids to cheer and tumble classes. I take my daughter there 3-4 times a week because she does competitive cheer and it's a dangerous and dark intersection.

**Has there been any proposals to freeze new home construction for a couple years to allow the road system to catch up?**

Thanks again for your assistance. If I can do anything else let me know. I'll pull out my video camera and shoot a short film or take photos to better illustrate the issues.

Jeff Greenwald  
[jeffgreenwald@mac.com](mailto:jeffgreenwald@mac.com)  
704-340-3515

**Elaine Boone**

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**From:** Penelope Karagounis  
**Sent:** Wednesday, February 10, 2016 10:00 AM  
**To:** Elaine Boone  
**Subject:** FW: Concerns with Plans for Ansley Park and Over-Development of our Community  
**Attachments:** Ansley\_Park\_Plans\_Letter.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Elaine,

Please add a citizen comments on your staff report and attach this email and attachment from Mr. Myers. We need to put this in the packet.

Thank you,  
Penelope

**From:** Paul Myers [<mailto:paulmyers.charlotte@gmail.com>]  
**Sent:** Monday, February 08, 2016 12:38 PM  
**To:** Penelope Karagounis; Brian Carnes  
**Subject:** Concerns with Plans for Ansley Park and Over-Development of our Community

Dear Ms. Karagounis and Mr. Carnes,

I am writing to express my concerns with the proposed new Ansley Park development being planned off of Henry Harris Road that feeds into Marvin Road. I agree fully with the comments of Mr. Jeff Greenwald in his attached letter and therefore also am opposed to the approval of this development. The traffic on Marvin Road, particularly the section leading into 521, is already unacceptable. I would encourage each of you to go to that location some morning to witness first hand the problem we are faced with. Therefore, until the county takes action to alleviate this and the school overcrowding situation in a clear and proactive manner, approval of new communities like Ansley Park is irresponsible and not considering the best interests of the existing SC residents in this area.

I would also like to express concern with the recent approval and construction of a small business complex with building structures like we have at Zimmer Business Park along this same section of Marvin Road. If we want this area to develop in a way that is best for the north end of Lancaster county along the SC/NC border, promotes long term growth and development, and draws people across the border to live in our county, there needs to be clear zoning boundaries between industrial and residential areas as well as limitations on the types of businesses and structures that are allowed to be built near housing developments.

Please note that I do support growth is our end of Lancaster County - it just needs to be done in a more controlled and planned manner if we are to achieve the best success.

Please feel free to reply by email or I can be reached at 980-297-5867.

Best regards,

Paul Myers

**Exhibit 10**

## Agenda Item Summary

**Ordinance # / Resolution#:** 2016-1389  
**Contact Person / Sponsor:** John Weaver  
**Department:** County Attorney  
**Date Requested to be on Agenda:** February 16, 2016

**Issue for Consideration:** The County Council seeks the recommendation of the Planning Commission as to a limited amendment to Ordinance No. 631 (8/2/2004), Ordinance No. 644 (12/6/2004) and Ordinance No. 691 (1/9/2006) through the passage of Ordinance No. 2016-1389 (1<sup>st</sup> and 2<sup>nd</sup> Readings having been passed by Council).

**Points to Consider:** The original language in PDD-18 (Sun City Carolina Lakes) recited, in part, the following: "...A **minimum of 400 townhouses for sale and 200 condominiums for sale shall be located throughout the community...**" In fact, only 275 townhouses and 78 condominiums were built and sold. This ordinance seeks to amend the prior ordinances so as to insure that the language in the document(s) is not in conflict with the construction that actually has occurred. This will be accomplished by changing the word "minimum" to the word "maximum" so that the language henceforth will be as follows: "...A **maximum of 400 townhouses for sale and 200 condominiums for sale shall be located throughout the community...**"

**Funding and Liability Factors:** N/A

**Planning Commission Options:** Recommend approval of recommend denial of the change contained in the ordinance for the reason cited.

**Recommendation:** Because the original document that created the Planned Development District, PDD-18, is a contract between the developer and Lancaster County, both parties must agree to any amendments. The developer has consented and agreed solely to the changing of the word "minimum" to the word "maximum" so as to alleviate the conflict noted.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

ORDINANCE NO. 2016-1389  
(PDD-18)

AN ORDINANCE

TO AMEND A PORTION OF THE SUN CITY CAROLINA LAKES PLANNED DEVELOPMENT DISTRICT, PDD-18, AS DETAILED IN BOTH ORDINANCE NO. 631 AND SUBSEQUENT RELATED ORDINANCES.

WHEREAS, on August 2, 2004, Lancaster County Council did pass Ordinance No. 631 and therein approve a Planned Development District, PDD-18; and

WHEREAS, contained within Section 2 of the Sun City Carolina Lakes Planned Development District, PDD-18, the following language, in part, appears, "...A **minimum of 400 townhouses for sale and 200 condominiums for sale shall be located throughout the community...**"; and

WHEREAS, Ordinance No. 631 was amended on December 6, 2004 through the passage of Ordinance No. 644 and again amended on January 9, 2006 through the passage of Ordinance No. 691, each of the two amended ordinances referencing the earlier noted Planned Development District, PDD-18 and the language relating to the **minimum** number of townhouses and condominiums that would be built and offered for sale throughout the community; and

WHEREAS, as the Sun City Carolina Lakes development nears its buildout and completion, in fact there are in place and sold 275 townhouses, not 400, and 78 condominiums, not 200, as originally contemplated both in the original and all subsequent ordinances relating to the PDD-18; and

WHEREAS, Council deems it appropriate to amend the Carolina Lakes Planned Development District so as to reflect Council's approval, retroactively, for authorization for the developer's construction of less than the minimum number of townhouses and condominiums as noted previously in Ordinance No. 631, Ordinance, No. 644 and Ordinance No. 691.

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, and with the knowledge and consent of the developer, Pulte Home Corporation, it is ordained and enacted that Ordinance Numbers 631, 644 and 691 are all amended in a limited fashion so as to reflect a deletion in the PDD-18 language set forth herein and to substitute therefore the following:

**A maximum of 400 townhouses for sale and 200 condominiums for sale shall be located throughout the community.**

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

1 <sup>st</sup> reading:	January 11, 2016	By Title Only – Passed 7-0
2nd reading:	January 25, 2016	Tentative
3rd reading:	February 22, 2016	Tentative

## **PLANNING STAFF REPORT: RZ-016-002**

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### **I. Facts**

#### A. General Information

*Proposal:* Rezoning application of Haile Gold Mine Inc. to rezone three parcels from R-45A, Rural Residential/Intense Agriculture District to M, Mining District.

*Property Location:* The first parcel consists of ± 4.338 acres is located on Gold Mine Highway ± 1,030 feet north of the intersection of Snowy Owl Road in Kershaw, SC. The second parcel consists of ± 15 acres is located on Snowy Owl Road ± 1,100 feet east of the intersection of Gold Mine Highway in Kershaw, SC . The third parcel consists of ± 25.5 acres is located on Haile Gold Mine Road ± 9,100 feet east of the intersection of Gold Mine Highway in Kershaw, SC.

*Legal Description:* Tax Map 136, Parcel 1 and 36.03  
Tax Map 140, Parcel 23

*Zoning Classification:* All three parcels are zoned R-45A, Rural Residential/Intense Agriculture District

***Voting District: District 6- Jack Estridge***

#### B. Site Information

*Site Description:* All three parcels are vacant properties owned by Haile Gold Mine Inc.

#### C. Vicinity Data

*Surrounding Conditions:* All three parcels are surrounded by properties zoned M, Mining District.

#### Exhibits

1. Rezoning Application
2. Location Map (Zoomed in view of each parcel)
3. Zoning Map (Zoomed in view of each parcel)
4. Future Land Use Map (Zoomed in view of each parcel)
5. Tax Inquiry Sheet
6. Table of Uses

### **II. Findings**

#### **Code Considerations:**

**The R-45A, Rural Residential/Intense Agricultural District,** is designed to accommodate a wide range of use including low density residential development, low intensity commercial uses

and high intensity agricultural uses. The minimum residential lot size, minimum residential lot width and maximum residential density of the district are the same as for the R-45 district. However, both single-wide and multi-wide manufactured housing units are allowed on individual lots based on certain siting requirements. See section 4.1.22. Stockyards, slaughter houses, commercial poultry houses and swine lots are only allowed as conditional uses.

The commercial uses allowed in the district are for the convenience of the local residents. Therefore, the uses are limited in scope and serve to meet the essential needs of the local residents and agricultural businesses. Such uses shall only be allowed on lots located at the intersection of two roads. One of the two roads shall be part of the state highway system and the other shall be a collector street. No commercial uses shall be allowed on lots having frontage on any local street. The commercial uses allowed in this district are the same as those allowed in the R-45B district, and are specified in the Table of Permissible Uses.

All commercial buildings in this district are limited to 6,000 (gross) square feet except for buildings constructed or used for a "Retail Store Food" which are allowed to be 12,000 (gross) square feet. Stockyards, slaughterhouses, commercial poultry houses and swine lots need only to comply with the conditions contained in Chapter 4.

### **Section 2.1.6 - Mining District**

The following district is hereby established: **M, Mining District**. The Mining District is designed to accommodate businesses engaged in the processes involved in the extraction and processing of mineral materials.

Except for the Table of Permissible Uses and building height which, for purposes of Section 5.6 of the Unified Development Ordinance of Lancaster County, the maximum height shall be seventy feet (70'), all provisions of the Unified Development Ordinance of Lancaster County applicable to I-2, Heavy Industrial District, apply to the Mining District. Applicable provisions include, but are not limited to, density and dimensional regulations; signs; parking; landscaping; land development regulations; streets and sidewalks; utilities; flood, drainage, stormwater, sediment, and erosion controls; and open space. (Ord. No. 1207, § 1, 4-8-2013) (Ord. No. 871, 12-3-07)

### **Section 2.1.3 - Industrial districts.**

The following industrial districts are hereby established: I-1 and I-2. These districts are designed to accommodate businesses engaged in the manufacturing, processing, repairing, renovating, painting, cleaning, or assembling of goods, merchandise, or equipment. Other objectives of these districts are explained in the remainder of this section.

In addition to the stated objectives of each zoning district, all districts are designed to encourage the perpetuation of general agricultural activities such as general row crop production, free-range livestock operations and pasture land, hay land, woodland and wildlife

management areas. Intensive agricultural enterprises such as turkey barns, hog farms and other confined livestock operations shall only be allowed in the R-45A district.

The use of vinyl, tin, metal and masonry block except split face/decorative masonry shall be prohibited on the exterior walls of any building located on a parcel that has frontage on U.S. Highway 521 from the southern right-of-way line of S.C. Highway 75 northward to the state line or frontage on S.C. Highway 160 from U.S. Highway 521 westward to the county line. All sides of the building shall comply with this requirement with the exception of any side of a building that is not visible from any point on an adjoining road(s) right-of-way. Sides of the building that are screened with landscaping, a fence or some combination of the two shall be considered to be visible from an adjoining street. This requirement is being added to these regulations for aesthetic purposes only and has nothing to do with the enforcement of building code requirements or standards.

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

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

3. All uses allowed in these districts shall comply with the regulations contained in section 4.1.16 [applicable regulations of Chapter 4].

(Ord. No. 871, 12-3-07)

### **III. Conclusions:**

The facts and findings of this report show that all three properties are designated as R-45A, Rural Residential/ Intense Agricultural District on the Lancaster County Zoning Map. The Future Land Use Map identifies all three properties as Rural Living based on the *Lancaster County Comprehensive Plan 2014-2024*. The Future Land Use Map does identify this area as Special District- Industrial, but does not distinguish between Industrial and Mining. Two of the three parcels are immediately adjacent to the Special District- Industrial designation and the third parcel (0136-00-036.03) is in close proximity to the Special District- Industrial designation. In addition to the majority of the area being classified as Special District- Industrial, all three parcels are completely surrounded by M, Mining District.

### **IV. Recommendation:**

It is therefore the recommendation of the planning staff that the rezoning request for all three parcels be **APPROVED**.

LANCASTER COUNTY  
SOUTH CAROLINA

APPLICATION TO AMEND OR CHANGE THE TEXT OR MAP OF THE  
LANCASTER COUNTY UNIFIED DEVELOPMENT ORDINANCE

Do Not Write In This Box		
Application No. <u>RZ-016-002</u>	Date Received <u>1-19-16</u>	Fee Paid <u>✓</u>

- The application is for amendment to the: (check one)
  - District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)
  - Ordinance Text (fill in items # 8 & 9 only)
- Give either exact address or tax map reference to property for which a district boundary change is requested: Please see description of 3 separate properties listed in Exhibit A attached hereto. \_\_\_\_\_
- How is this property presently designated on the map? R-45A, Rural Residential / Intense Agricultural District
- How is the property presently being used? This property was acquired by Applicant after Applicant's prior rezoning application and is being held until rezoned to be consistent with Applicant's adjacent land area.
- What new designation or map change do you purpose for this property? M, Mining District
- What new use do you propose for the property? Mining operations and accessory mining uses, consistent with adjacent property owned by Applicant

**EXPLAIN UNDER ITEM #9 WHY THIS AREA SHOULD BE REDESIGNATED OR CHANGED.**

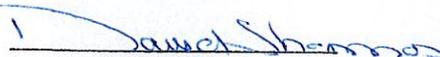
- Does the applicant own the property proposed for this change?  YES  NO If no, give the name and address of the property owner and attach written authorization to file this application: \_\_\_\_\_  
\_\_\_\_\_
- If this involves a change in the Ordinance text, what section or sections will be affected? \_\_\_\_\_  
\_\_\_\_\_
- Explanation of and reasons for proposed change: Applicant intends to incorporate these properties into its adjacent land area which is currently zoned in the Mining District and used for permitted mining operations and related uses  
(use back of form if additional space is needed)

*NOTE: It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.*

APPLICANT'S NAME (PRINT)  
Haile Gold Mine Inc.

HAILE GOLD MINE INC.

ADDRESS:  
7283 Haile Gold Mine Road  
Kershaw, SC 29067

  
SIGNATURE

David B. Thomas  
President and General Manager

Phone: 803-475-2924

**List of Properties Subject to Rezoning Application**

**Parcel 1 (Hilton Parcel)**

LEGAL DESCRIPTION: 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 Plat Book 2015, at page 577; property survey is specifically incorporated herein by reference and reference to said property survey craved for the particulars as to metes, courses, distances, size, shape, dimensions, measurements and boundaries.

DERIVATION: Deed to Haile Gold Mine Inc., a Delaware corporation, from Scott Hilton, Karen S. Gowen and Richard F. Hilton, Jr. dated April 16, 2014 and recorded August 12, 2015 in the Office of the Register of Deeds for Lancaster County, South Carolina in Book 903, at page 327. AND Deed to Haile Gold Mine Inc. from Warren E. Agin, as Trustee of the Chapter 7 Bankruptcy Estate of Karen S. Gowen, dated August 4, 2015, and recorded August 12, 2015 in the Office of the Register of Deeds for Lancaster County, South Carolina in Book 903, at page 331.

TAX MAP NUMBER: 0136-00-001.00

**Parcel 2 (McDonald Parcel)**

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land together with any improvements thereto, situate, lying, and being in the County of Lancaster, State of South Carolina, containing 15 acres, more or less, and being shown and delineated 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 hereby made for a more complete and accurate description.

DERIVATION: Deed to Haile Gold Mine Inc., a Delaware corporation, from Teresa M. McDonald dated September 25, 2012 and recorded September 9, 2013 in the Office of the Register of Deeds for Lancaster County, South Carolina in Book 753, at page 99.

TAX MAP NUMBER: 0136-00-036.03

**Parcel 3 (McIlwain Parcel)**

LEGAL DESCRIPTION: ALL that certain piece, parcel or tract of land, lying, being and situate in Flat Creek Township, Haile Gold Mine School District, Lancaster County, South Carolina, designated as Tract #2 on plat made by Paul Clark, Surveyor, dated May 28, 1957, "S.L. Gardner Estate Lands", containing twenty-five and five tenths (25.5) acres, and being bounded as follows, to wit: North by a tarred and graveled road or highway; East by lands formerly of Sam Williams now Jones; South by lands formerly of Jones; and West by Tract #3 on said plat or tract of Carrie Lee G. Clyburn and now lands of Frank Blackwell.

DERIVATION: Deed to Haile Gold Mine Inc., a Delaware corporation, from Mary K. McIlwain, Trustee of the Mary McIlwain Revocable Trust, Patricia M. Raynor and Katherine V. McIlwain, dated September 17, 2015 and recorded September 17, 2015 in the Office of the Register of Deeds for Lancaster County, South Carolina in Book 913, at page 110.

TAX MAP NUMBER: 0140-00-023.00

1-19-16

John C. Bruton, III  
Associate

January 15, 2016

VIA UPS NEXT DAY EARLY AIR

J. Elaine Boone  
Lancaster County Planning Department  
101 N. Main Street  
Lancaster, South Carolina 29720

Re: Rezoning Application - Haile Gold Mine Inc.

Dear Elaine:

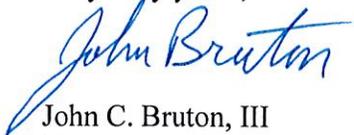
Please find enclosed an executed Rezoning Application submitted on behalf of Haile Gold Mine Inc. with respect to the following three parcels of real property located in Lancaster County: (a) tax map parcel number 0136-00-001.00; (b) tax map parcel number 0136-00-036.03; and (c) tax map parcel number 0140-00-023.00, all as are further described in the application.

Charleston  
Charlotte  
**Columbia**  
Greensboro  
Greenville  
Hilton Head  
Myrtle Beach  
Raleigh

The application is accompanied by the required supporting documentation, which includes the respective deed and plat for each parcel, and a \$500 check made payable to Lancaster County. Pursuant to your email instructions, because the application concerns multiple parcels, the amount of the application fee is a total of \$500.

Thank you very much for your assistance with this matter. Please let me know if you have any questions or need further information.

Very truly yours,



John C. Bruton, III  
Enclosures

cc: David B. Thomas, Haile Gold Mine Inc. (via email)  
W. Leighton Lord III, Nexsen Pruet, LLC (via email)

1230 Main Street  
Suite 700 (29201)  
PO BOX 2426  
Columbia, SC 29202  
www.nexsenpruet.com  
**T** 803-540-2186  
**F** 803.727.1457  
**E** JBruton@nexsenpruet.com  
Nexsen Pruet, LLC  
**Attorneys and Counselors at Law**

STATE OF SOUTH CAROLINA,

COUNTY OF LANCASTER

TITLE TO REAL ESTATE

Know All Men by These Presents:

That We, Scott Hilton, Karen S. Gowen and Richard F. Hilton, Jr. in the State aforesaid, in consideration of the sum of One Hundred Sixty Thousand and 00/100-----(\$160,000.00) -----Dollars to the grantor(s) in hand paid at and before the sealing of these presents by the grantee(s) (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

HAILE GOLD MINE INC., its successors and assigns in and to the following described property, to wit:

LEGAL DESCRIPTION: "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 specificall incorporated herein by reference and reference to said property survey craved for the particulars as to metes, courses, distances, size, shape, dimensions, measurements, bounds and boundaries.

DERIVATION: Last Will and Testament of Richard F. Hilton dated September 14, 1983, who died January 10, 2010, and whose estate was probated in Lancaster County Probate Case Number 2010ES29-00031 in the Office of the Lancaster County Probate Court; as evidenced by Deed of Distribution by Rebecca A. Loveland, as Personal Representative of the Estate of Richard F. Hilton, to Scott Hilton, Richard F. Hilton, Jr., and Karen S. Gowen, dated January 20, 2014 and recorded August 12, 2015, in the Office of the Register of Deeds for Lancaster County, South Carolina in Deed Book 903, at Page 325.

Tax Map Number: #0136-00-001.00

Haile Gold Mine, Inc.
PO Box 128
Kershaw, SC 29067

Exhibit 1

TOGETHER with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the grantee(s) hereinabove named, and grantee's(s') Successors and Assigns forever.

And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the grantee(s) hereinabove named, and the grantee's(s') Successors and Assigns against the grantor(s) Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness the grantor's(s') hand and seal this day of in the year of our Lord Two Thousand Fourteen (2014).

Signed, Sealed and Delivered in the Presence of: L.S.

See attached signature pages

(1) L.S.

(2) L.S.

STATE OF SOUTH CAROLINA, )
COUNTY OF LANCASTER )

Personally appeared before me (1)

who being sworn, says that s/he saw the within named grantor(s) sign, seal and as his/her act and deed, deliver the within written deed, and that s/he, with the other witnessed the execution thereof.

Sworn to before me this )
day of , 2014 )
(2) )
Notary Public for South Carolina )
My Commission Expires: )

(1)

2015012542
DEED
RECORDING FEES \$10.00
STATE TAX \$416.00
COUNTY TAX \$176.00
PRESENTED & RECORDED:
08-12-2015 11:45 AM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE PHILLIPS DEPUTY
BK: DEED 903
PG: 327-330







# Exhibit 1

2015012543

DEED	
RECORDING FEES	\$11.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
PRESENTED & RECORDED:	
08-12-2015	11:47 AM
JOHN LANE	
REGISTER OF DEEDS	
LANCASTER COUNTY, SC	
By: CANDICE PHILLIPS DEPUTY	
BK:DEED 903	
PG:331-335	

STATE OF SOUTH CAROLINA )  
 ) QUITCLAIM DEED  
 ) (OF ALL RIGHT, TITLE AND INTEREST)  
COUNTY OF LANCASTER )

WHEREAS, Karen S. Gowen (a/k/a Karen Gowen) (the "Debtor") is a debtor under Chapter 7 of the Bankruptcy Code (11 U.S.C. § 101 et seq.), Case No. 10-13307-WCH, in the United States Bankruptcy Court for the District of Massachusetts (the "Court");

WHEREAS, Warren E. Agin (the "Grantor") was duly appointed as trustee of the Chapter 7 bankruptcy estate of Debtor pursuant to order of the United States Bankruptcy Court for the District of Massachusetts;

WHEREAS, on July 30, 2012, the Court approved a stipulation between the Grantor and Gowen, whereby Gowen assigned to the Grantor all of Gowen's rights as a beneficiary of the probate estate of Richard F. Hilton, Probate Case Number 2010ES29-00031, being probated in the office of the Lancaster County, S.C. Probate Court, which include Gowen's right, title, and interest in the Premises (defined below);

WHEREAS, Gowen, along with the other beneficiaries of the estate of Richard F. Hilton who have an interest in the Premises, desire to sell the Premises to Haile Gold Mine Inc., a Delaware corporation, and the Grantor has agreed to cooperate in such sale by executing and delivering this quitclaim deed; and

WHEREAS, pursuant to an order of the Court entered on July 27, 2015, granting the Grantor's Motion of Chapter 7 Trustee For Authority to Cooperate in the Sale of Certain Real Estate, the Court has approved and authorized the sale and conveyance by the Grantor of the Grantor's right, title, and interest in the Premises to Haile Gold Mine Inc., a Delaware corporation.

# Exhibit 1

NOW, KNOW ALL BY THESE PRESENTS that the Grantor, in consideration of the sum of \$10.00 and other valuable consideration to the Grantor well and truly paid by HAILE GOLD MINE INC., a Delaware corporation (the "Grantee"), the receipt and legal adequacy of which are hereby acknowledged, has remised, released and forever quitclaimed, and by these presents does remise, release and forever quitclaim unto the Grantee:

All right, title, and interest of the Grantor in and to the following property with all improvements thereon lying:

Attached hereto as Exhibit A and incorporated herein by reference (the "Premises");

THE MAILING ADDRESS OF GRANTEE: 7283 Haile Gold Mine Road, Kershaw, South Carolina 29067;

TOGETHER WITH ALL AND SINGULAR the rights, members, hereditaments and appurtenances to the Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises, and interests quitclaimed above unto the Grantee and the successors and assigns of the Grantee, forever, so that neither the Grantor, nor the heirs, personal representatives and administrators, legal representatives, and successors and assigns of the Grantor, nor any other person or persons claiming under the Grantor, or any of them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the Premises, or other interests or improvements or appurtenances or any part or parcel thereof, forever.

*[signature page follows]*

# Exhibit 1

## SIGNATURE PAGE OF QUITCLAIM DEED

WITNESS the Grantor's hand and seal this 4th day of August, 2015.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Witness Number 1  
Daniel Kastrzewa  
[Signature]  
Witness Number 2  
Neal B. Glick

[Signature] (SEAL)  
WARREN E. AGIN, as Trustee for the Chapter  
7 Bankruptcy Estate of Karen S. Gowen

STATE OF MASSACHUSETTS )  
COUNTY OF Suffolk ) ACKNOWLEDGMENT

I, ROBERT GARDNER WILSON, a notary public for the State of Massachusetts, do hereby certify that Warren E. Agin, as Trustee for the Chapter 7 Bankruptcy Estate of Karen S. Gowen, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 4th day of August, 2015.

[Signature] (SEAL)  
Signature of Notary Public  
My Commission Expires: 5-28-2021

[AFFIX OFFICIAL NOTARY SEAL HERE]

# Exhibit 1

## EXHIBIT A

### The Premises

LEGAL DESCRIPTION: 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 57 property survey is specifically incorporated herein by reference and reference to said property survey is craved for the particulars as to metes, courses, distances, size, shape, dimensions, measurements, bounds and boundaries.

DERIVATION: Last Will and Testament of Richard F. Hilton dated September 14, 1983, who died January 10, 2010, and whose estate was probated in Lancaster County Probate Case Number 2010ES29-00031 in the office of the Lancaster County Probate Court; as evidenced by Deed of Distribution by Rebecca A. Loveland, as Personal Representative of the Estate of Richard F. Hilton, to Scott Hilton, Richard F. Hilton, Jr., and Karen S. Gowen, dated January 20, 2014 and recorded August 12, 2015 in the Office of the Register of Deeds for Lancaster County, South Carolina in Deed Book 903 at page 325.

Tax Map Number: 0136-00-001.00

# Exhibit 1

2015012541

PLAT MEDIUM  
RECORDING FEES

\$10.00

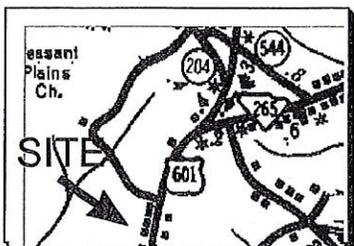
PRESENTED & RECORDED:  
08-12-2015 11:44 AM

JOHN LANE  
REGISTER OF DEEDS  
LANCASTER COUNTY, SC

By: CANDICE PHILLIPS DEPUTY

BK: PLAT 2015

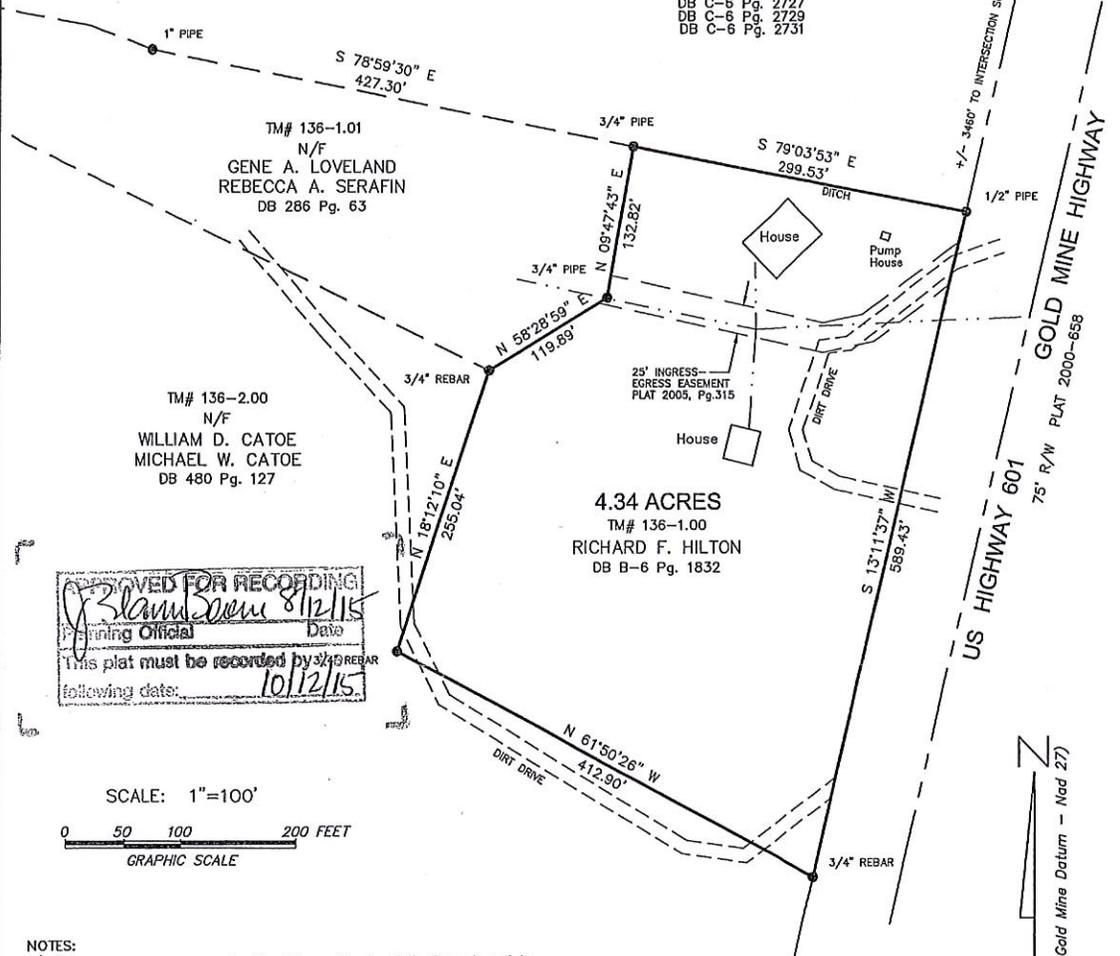
PG: 577-577



LOCATION MAP

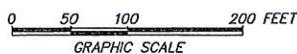
TM# 119-6.00  
N/F  
MELINDA LOU CLYBURN RICHARDSON  
BILLIE JOANNA CLYBURN CRAWFORD

DB C-6 Pg. 2722  
DB C-6 Pg. 2725  
DB C-6 Pg. 2727  
DB C-6 Pg. 2729  
DB C-6 Pg. 2731



APPROVED FOR RECORDING  
*Blair Boren* 8/12/15  
Surveying Official Date  
This plat must be recorded by 3/4" REBAR  
following date: 10/12/15

SCALE: 1"=100'

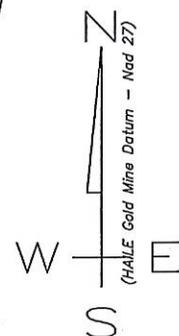


NOTES:

- 1.) This survey was prepared without benefit of a Title Report and is not intended to show easements or restrictions that burden this property other than those that were visible and apparent during the field survey.
- 2.) This survey is not intended to show flood plain or flood hazard areas.
- 3.) Horizontal Datum based upon ground control surveys by Sanborn, LLC in December 2007. Coordinates are ground-units based upon SC State Plane - Haile Plant Grid - NAD 27.

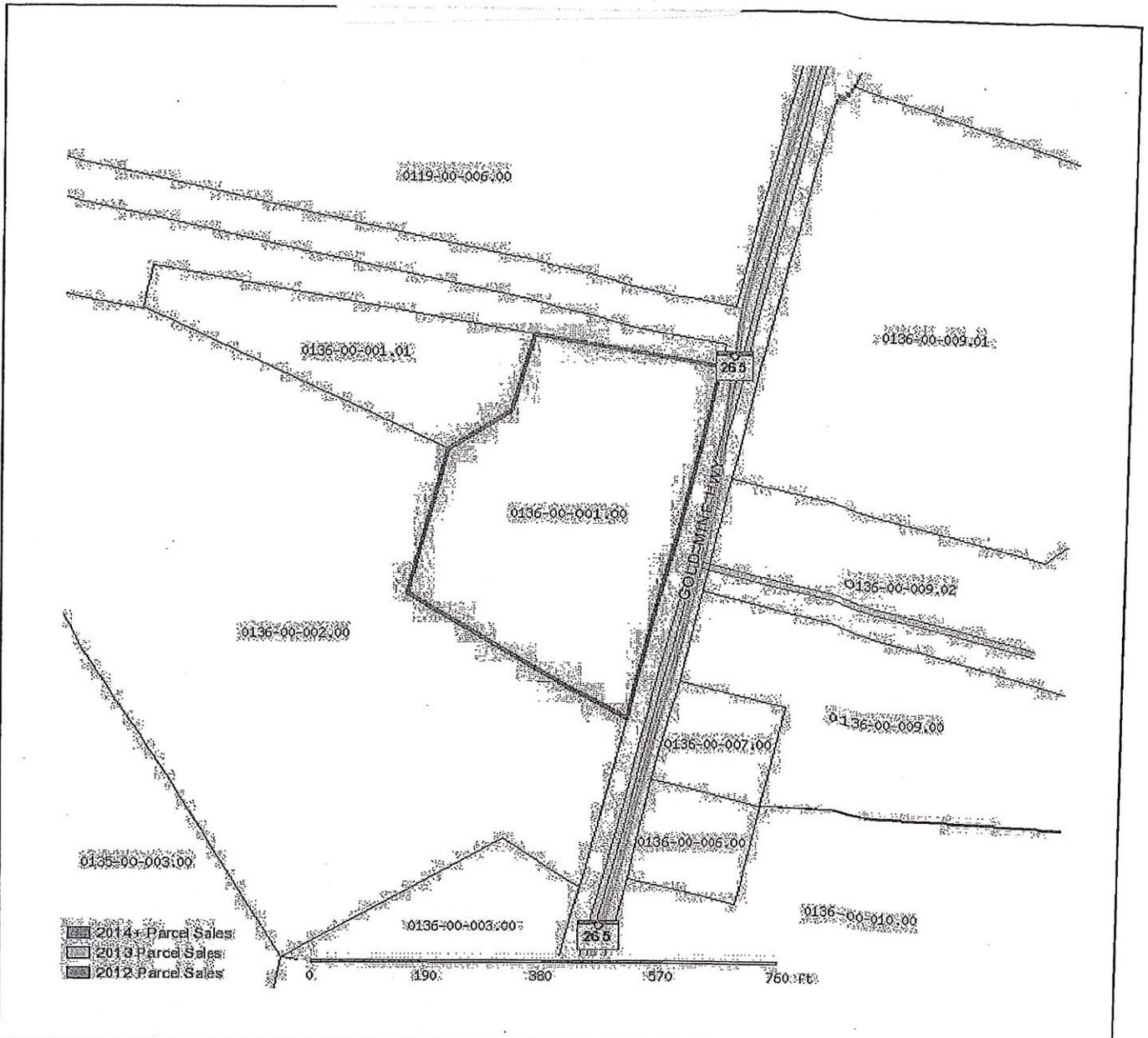
LEGEND:

- Iron Pin Found - ●
- Iron Pin Set - ○ (#4 REBAR)
- Power Pole - ▲
- Overhead utility line - ————
- Chain Link Fence - —○—○—○—○—
- Wire Fence - -x-x-x-x-x-x-x-
- Calculated Point - +
- Fence Post - ⊙

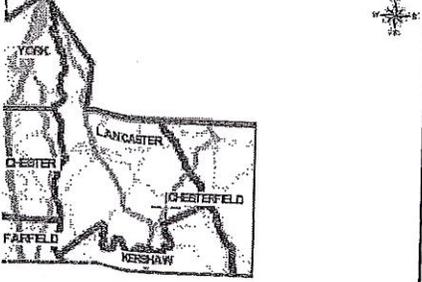


Prepared by: <b>HOLLAND SURVEYORS, LLC</b>			
Title: Property Survey		Project:	
Date: September 21, 2010	Location: Located approximately 4.5 miles NE of Kershaw, SC.		
Township: Flat Creek	County: Lancaster	State: South Carolina	
Lot:	Block:	Subdivision:	Tax Map No. - 136-01.00
Client: <b>HAILE GOLD MINE, INC.</b>			
References: See Map			
FILENAME: HGM-HILTON-4 AC.dwg			
I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class C survey as specified therein.			
C.A. Holland, S.C.R.S. # 8368 - N.E.R.L.S. # L-3049 - 156 Valleyview Dr. - Lugoff, SC 29078			

# Exhibit 1



Lancaster County Assessor			
Parcel: 0136-00-001.00 Acres: 4.34			
Name:	HILTON RICHARD F. % HILTON RICHARD F.	Land Value:	\$16,400.00
Site:	HWY 601	Improvement Val:	\$74,600.00
Sale:	\$30 on 08-1072 Vacant= Quar	Accessory Value:	\$1,700.00
Mail:	231 BLACKWATER RD ROCHESTER, NH 03867 4615	Total Value:	\$92,700.00



The Lancaster County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein. Its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER LANCASTER COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS -- THIS IS NOT A SURVEY.

Date printed: 11/21/14 14:35:02

# Exhibit 1

2013013508

DEED	
RECORDING FEES	\$11.00
STATE TAX	\$2405.00
COUNTY TAX	\$1017.50
PRESENTED & RECORDED:	
09-09-2013	10:24 AM
JOHN LANE	
REGISTER OF DEEDS	
LANCASTER COUNTY, SC	
By: CANDICE PHILLIPS DEPUTY	
<b>BK: DEED 753</b>	
<b>PG: 99-103</b>	

Prepared by and return to:  
W. Leighton Lord III, Esq.  
Nexsen Pruet, LLC  
1230 Main Street, Suite 700  
Columbia, SC 29201

STATE OF SOUTH CAROLINA )  
) )  
COUNTY OF LANCASTER )

**TITLE TO REAL ESTATE  
GENERAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS that the undersigned Teresa M. McDonald, a resident of South Carolina (hereinafter referred to as the "Grantor"), in consideration of the sum of Five and 00/100 Dollars (\$5.00) and other valuable consideration, to her well and truly paid at and before the sealing and delivery hereof (the receipt and legal sufficiency of which are hereby acknowledged) by Haile Gold Mine, Inc., a Delaware corporation (hereinafter referred to as the "Grantee"), whose mailing address is as hereinafter set forth, has granted, bargained, sold, aliened, conveyed and released, and by these presents does grant, bargain, sell, alien, convey, and release unto the Grantee, all of the Grantor's right, title, and interest in and to all that certain tract or parcel of land with all improvements thereon lying (the "Premises") described as follows:

DESCRIPTION OF PREMISES CONVEYED: As set forth on Exhibit "A" attached hereto and incorporated herein by reference.

GRANTEE'S MAILING ADDRESS: For purposes of this Title to Real Estate General Warranty Deed the Grantee's mailing address is:

P. O. Box 128  
Kershaw, SC 29067

TOGETHER WITH ALL AND SINGULAR the rights, members, easements, any and all crops and timber growing on the Premises, any and all surface or subsurface sand, gravel, oil,

# Exhibit 1

gas, or mineral rights on the Premises, any and all surface and subsurface water appurtenant to the Premises, all well, spring, reservoir, and water rights of any type, and hereditaments and appurtenances to the Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the Premises before mentioned unto the Grantee, its successors and assigns, forever.

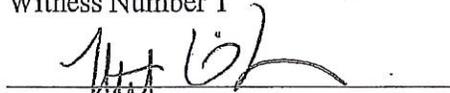
AND the Grantor does hereby bind herself and her heirs, personal representatives and administrators, legal representatives, and successors and assigns to warrant and forever defend all and singular the Premises unto the Grantee, its heirs, personal representatives and administrators, legal representatives, and successors and assigns, against itself, its heirs, personal representatives and administrators, legal representatives, and successors and assigns, and all others lawfully claiming, or to claim, the same or any part thereof.

WITNESS Grantor's hand and seal this 25th day of September, 2012.

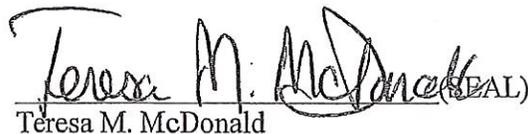
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:



Witness Number 1



Witness Number 2



Teresa M. McDonald



**EXHIBIT "A"**

**Legal Description**

ALL that certain piece, parcel or lot of land together with any improvements thereto, situate, lying, and being in the County of Lancaster, State of South Carolina, containing 15 acres, more or less, and being shown and delineated 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 hereby made for a more complete and accurate description.

DERIVATION: Deed to Teresa M. McDonald from Tony G. Ray dated February 8, 2007 and recorded February 23, 2007 in the Office of the Register of Deeds for Lancaster County, South Carolina in Book 382 at Page 33.

TMS NO.: 0136-00-036.03

# Exhibit 1

STATE OF SOUTH CAROLINA )  
COUNTY OF LANCASTER ) AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 6988 Snowy Owl Road, Kershaw, SC 29067, Lancaster County Tax Map Number 0136-00-036.03 and was transferred by Teresa M. McDonald to Haile Gold Mine on September 25, 2012.
3. Check one of the following: The deed is
  - (a) XXX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c) \_\_\_\_\_ exempt from the deed recording fee because (See Information section of affidavit): (If exempt, please skip items 4 - 7, and go to item 8 of this affidavit).
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
  - (a) XXX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$925,000.00.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check Yes \_\_\_\_\_ or No XXX to the following: A lien or encumbrance on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is \_\_\_\_\_.
6. The deed recording fee is computed as follows:
 

(a) <u>X</u> Place the amount listed in item 4 above here:	\$925,000.00
(b) <u>X</u> Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	\$0.00
(c) <u>X</u> Subtract Line 6(b) from Line 6(a) and place result here:	\$925,000.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$3,422.50.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:  
Seller.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

*Teresa M. McDonald*  
Teresa M. McDonald

Sworn to before me this 25<sup>th</sup> day of September, 2012

*Notary Signature*  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 9-19-2015

[AFFIX OFFICIAL NOTARY SEAL]

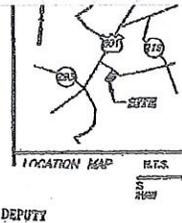


I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS C SURVEY AS SPECIFIED THEREIN.

*Earl W. Horton*  
EARL W. HORTON PLS 14809

2007002701  
PLAT LARGE  
RECORDING FEES \$10.00

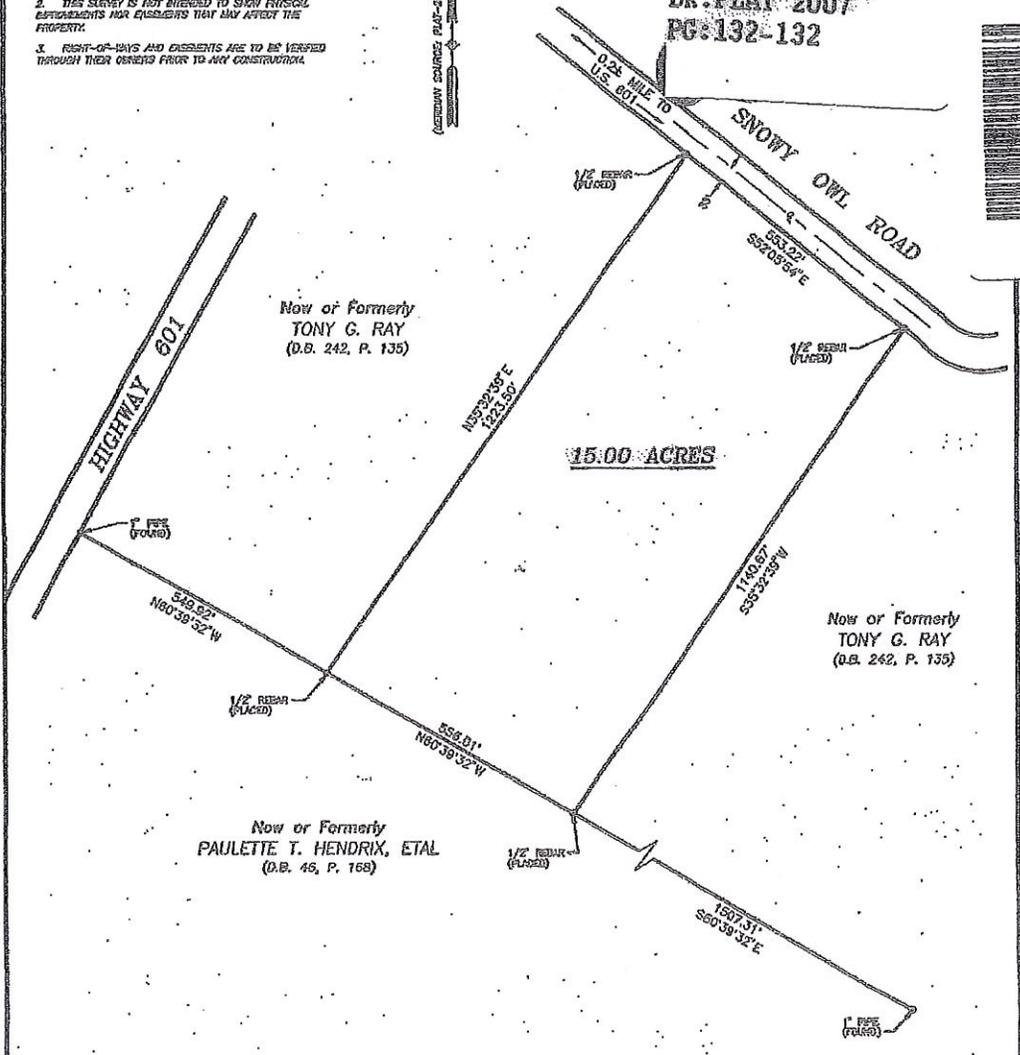
PREPARED & RECORDED:  
02-23-2007 12:47 PM



- NOTES:
1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
  2. THIS SURVEY IS NOT INTENDED TO SHOW PHYSICAL ENCUMBRANCES OR EASEMENTS THAT MAY AFFECT THE PROPERTY.
  3. RIGHT-OF-WAYS AND EASEMENTS ARE TO BE LOCATED THROUGH THEIR OWNERS PRIOR TO ANY CONSTRUCTION.



JOHN LEWIS  
REGISTERED ENGINEER  
LANCASTER COUNTY, SC  
By: CANDICE KIRKLEY DEPUTY  
BK: PLAT 2007  
PG: 132-132

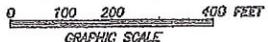


SURVEY OF  
15.00 ACRES D.B. 242, P. 135  
LANCASTER COUNTY, SOUTH CAROLINA  
FOR

TERESA MURPHY McDONALD & JAMES WILLIAM DULIN

SCALE: 1"=200' NOVEMBER 21, 2006

EARL W. HORTON, P.L.S.  
3209 BAKERS MILL POND ROAD  
BETHUNE, SOUTH CAROLINA, 29509  
PHONE: 1-843-334-8657



57-65-1414

TH#0136-00-036.00



# Exhibit 1

recorded in the office of the ROD for Lancaster County in  
Deed Book 771 at page 8 on December 11, 2013.

TMS# 0140-00-023.00

The property is conveyed subject to the state of facts a personal inspection,  
review of the public records or accurate survey would disclose.

Grantee's Address:

P.O. Box 128  
Kershaw, SC 29067

TOGETHER with all and singular, the rights, members, hereditaments and  
appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned  
unto the said HAILE GOLD MINE, INC., its successors and assigns, forever.

And we do hereby bind ourselves and our heirs, executors and administrators,  
to warrant and forever defend all and singular the said premises unto the said HAILE GOLD  
MINE, INC., its successors and assigns, against us and our heirs and against every person  
whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS our Hands and Seals this 17<sup>th</sup> day of September in the year of  
our Lord two thousand and fifteen and in the two hundred and fortieth year of the  
Sovereignty and Independence of the United States of America.

-Signatures on following pages-

# Exhibit 1

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Mary McIlwain Revocable Trust

Daisy Rhodes  
1<sup>st</sup> witness signature

Mary Kelbaugh McIlwain (Seal)  
By: Mary Kelbaugh McIlwain, Trustee

Daisy K. Rhodes  
witness printed name

Mary K. McIlwain (Seal)  
Mary K. McIlwain, Individually

William B. Loy  
2<sup>nd</sup> witness signature

William B. Loy  
witness printed name

STATE OF SOUTH CAROLINA    )  
                                                  )    ACKNOWLEDGMENT  
COUNTY OF KERSHAW        )

I, William B. Loy, Notary Public for the State of South Carolina, do hereby certify that Mary K. McIlwain, individually and Mary Kelbaugh McIlwain, as Trustee of the Mary K. McIlwain Revocable Trust personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn to before me this 17<sup>th</sup> day of September, 2015.

William B. Loy  
Notary Public for South Carolina  
My Commission Expires:  
3/10/24

**Exhibit 1**

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Indira Maharaj  
1<sup>st</sup> witness signature

Patricia M. Raynor (Seal)  
Patricia M. Raynor

Indira Maharaj  
witness printed name

Adriana Arizmendi  
2<sup>nd</sup> witness signature

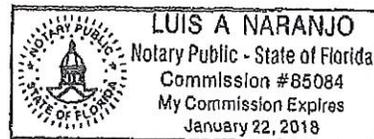
Adriana Arizmendi  
witness printed name

STATE OF FLORIDA                    )  
                                                  )    ACKNOWLEDGMENT  
COUNTY OF Collier            )

I, Luis A. Naranjo, Notary Public for the State of Florida, do hereby certify that Patricia M. Raynor personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn to before me this 15<sup>th</sup> day of September, 2015.

Luis A. Naranjo  
Notary Public for Florida  
My Commission Expires: 1/22/18  
(Please attach seal or stamp)



**Exhibit 1**

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Sandy DeWesse  
1<sup>st</sup> witness signature

Katherine V. McIlwain (Seal)  
Katherine V. McIlwain

Sandy DeWesse  
witness printed name

Jean K. Batterree  
2<sup>nd</sup> witness signature

Jean K. Batterree  
witness printed name

STATE OF SOUTH CAROLINA )  
                                          )  
COUNTY OF Spartanburg

ACKNOWLEDGMENT

I, Charlene K. Binger, Notary Public for the State of South Carolina, do hereby certify that Katherine V. McIlwain personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn to before me this 16<sup>th</sup> day of September, 2015.

Charlene K. Binger  
Notary Public for South Carolina  
My Commission Expires:

9-16-15

# Exhibit 1

STATE OF SOUTH CAROLINA            )  
                                                   )  
 COUNTY OF LANCASTER                )

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 25.5 Acres Haile Gold Mine Road, Kershaw, SC bearing Lancaster County Tax Map Number 0140-00-023.00 was transferred by Mary Kelbaugh McIlwain Trustee of the Mary Kelbaugh McIlwain Revocable Trust; Patricia M. Raynor and Katherine V. McIlwain to Haile Gold Mine, Inc., dated September 17, 2015.
3. Check one of the following: The deed is
  - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c) \_\_\_\_\_ exempt from the deed recording fee because (See information section of Affidavit):  
 (Code Section 12-24-40- ) \_\_\_\_\_ (if exempt, please skip items 4-7 and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?  
 Check Yes \_\_\_\_\_ or No \_\_\_\_\_

4. Check one of the following if either item 3(a) or 3(b) above has been checked (See Information section of this affidavit.)
  - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$816,000.00.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.

5. Check Yes \_\_\_\_\_ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_.

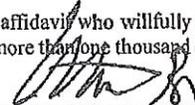
6. The deed recording fee is computed as follows:
 

(a) Place the amount listed in item 4 above here:	<u>816,000.00</u>
(b) Place the amount listed in item 5 above here:	<u>0.00</u>
(If no amount is listed, place zero here.)	
(c) Subtract Line 6(b) from Line 6(a) and place result here:	<u>\$ 816,000.00</u>

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$3019.20.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

  
 \_\_\_\_\_  
 Responsible Person Connected with the Transaction.

William B. Cox, Jr.  
 \_\_\_\_\_  
 Print or Type Name Here

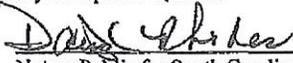
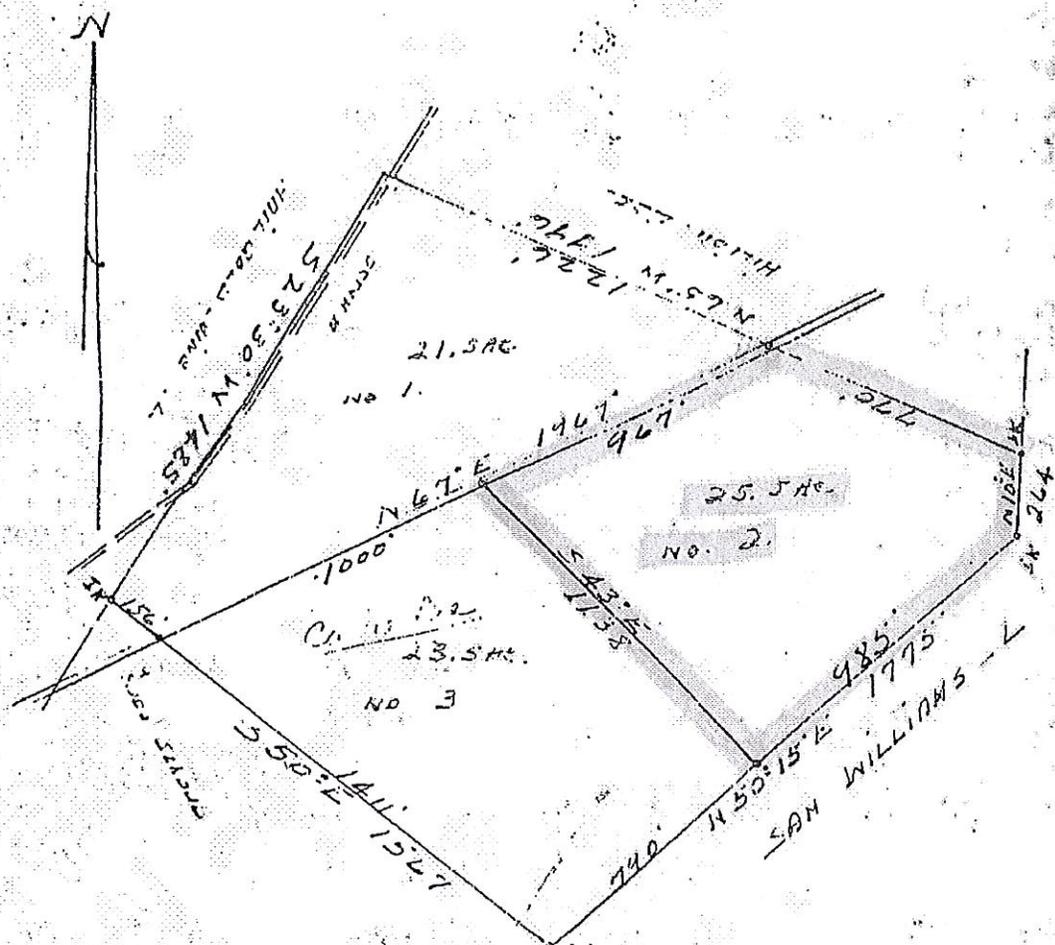
SWORN to before me this 17th  
 day of September, 2015.  
  
 \_\_\_\_\_  
 Notary Public for South Carolina  
 My Commission Expires: 3-10-24

Exhibit 1



The S. L. Gardner, lst.

State of South Carolina  
Lancaster, County

Surveyed May, 28, 1957  
By: *Paul Clark*  
Paul Clark, Surveyor  
S.C. R. NO. 1438

# Exhibit 1



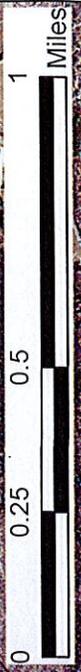
# Exhibit 2

## Vicinity Map RZ-016-002

Subject Property (0136-00-001.00)

Subject Property (0140-00-023.00)

Subject Property(0136-00-036.03)



URIAH

Lancaster  
County  
South Carolina

Disclaimer:  
Lancaster County Planning and Zoning Commission. No part of this document shall be  
reproduced or transmitted in any form or by any means, electronic, mechanical, or  
photocopying, recording, or by any information storage and retrieval system, without  
the prior written permission of the Planning and Zoning Commission or its staff.

# Exhibit 2

## Vicinity Map RZ-016-002

Subject Property (0136-00-001.00)

GOLD MINE



Lancaster County  
South Carolina

Disclaimer  
Lancaster County makes no guarantee or warranty, regarding the use of this information. This information is provided for informational purposes only and should not be considered a substitute for professional advice. The user assumes all liability for any use of this information.

Vicinity Map  
RZ-016-002

Subject Property (0136-00-036.03)



Lancaster  
County  
South Carolina

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# Exhibit 2

**Vicinity Map  
RZ-016-002**

**Subject Property (0140-00-023.00)**



**Lancaster  
County**  
South Carolina

Lancaster County provides the geographic information presented in this map as a public service. It is not intended to be used for legal purposes. Lancaster County is not responsible for any errors or omissions in this information. For more information, contact the Planning and Zoning Department at 707 North Main Street, Lancaster, SC 29301.

# Exhibit 3

## Zoning Map RZ-016-002

Subject Property (0136-00-001.00)

Subject Property (0140-00-023.00)

Subject Property (0136-00-036.03)



Zoning Map  
RZ-016-002

Subject Property (0136-00-001.00)

GOLD MINE



Lancaster  
County  
South Carolina

Disclaimer  
Lancaster County makes no guarantee expressed or implied, regarding the use of data contained within this map. It is intended for reference purposes only and should not be considered a substitute for professional advice. The user assumes all liability for any use of this information.

# Zoning Map RZ-016-002

Subject Property (0136-00-036.03)



Lancaster  
County  
South Carolina

Disclaimer: This map is for informational purposes only. It is not a guarantee of any kind. The County is not responsible for any errors or omissions. The County is not liable for any damages, including consequential damages, arising from the use of this map. The County is not responsible for any actions taken based on this map. The County is not responsible for any actions taken based on this map. The County is not responsible for any actions taken based on this map.

# Exhibit 3

## Zoning Map RZ-016-002

Subject Property (0140-00-023.00)

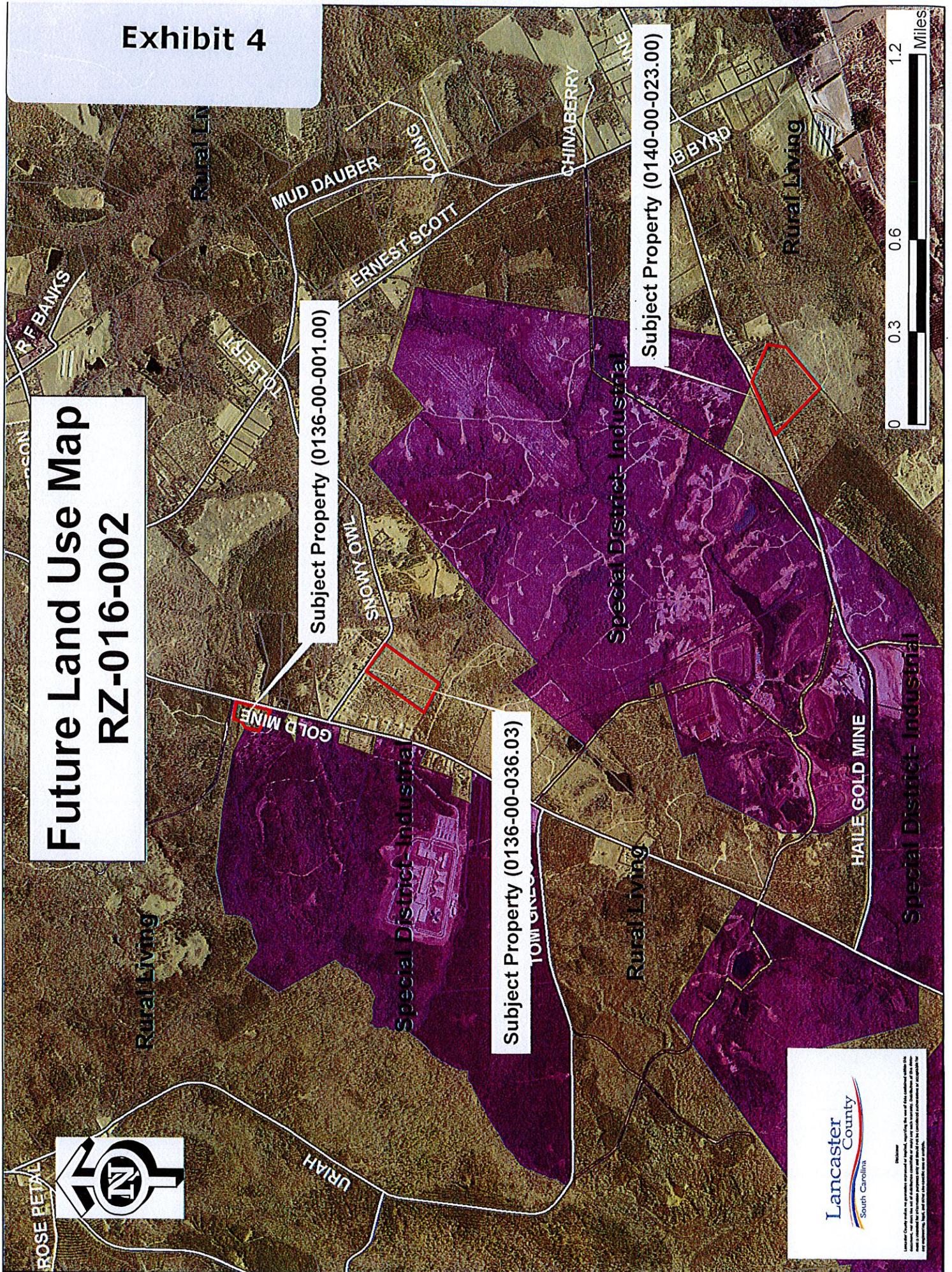


Lancaster County  
South Carolina

Disclaimer  
Lancaster County makes no guarantee expressed or implied, regarding the use of this information. While the information is derived from public records, it is not a warranty. Distribution of this information is not a representation of any kind. The information is provided for informational purposes only and should not be used as a basis for any action.

# Exhibit 4

## Future Land Use Map RZ-016-002



Lancaster  
County  
South Carolina

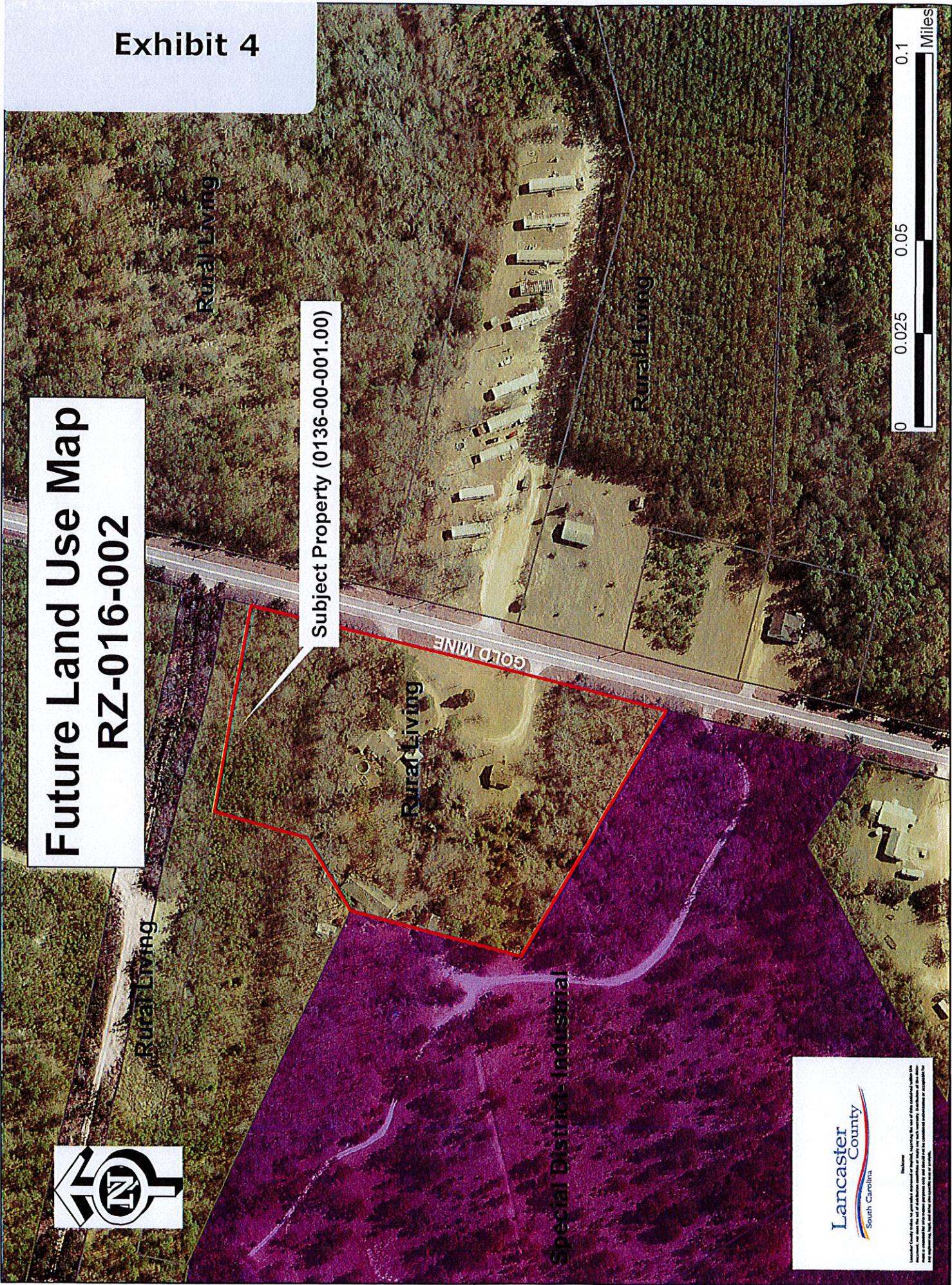
Disclaimer: This map is for informational purposes only. It is not intended to be used as a legal document. The information on this map is based on the most current data available. The County is not responsible for any errors or omissions on this map. The County is not responsible for any damages or losses resulting from the use of this map.

# Future Land Use Map RZ-016-002

Subject Property (0136-00-001.00)



Disclaimer  
Lancaster County makes no guarantee or warranty as to the accuracy of the information shown on this map. The user of this map assumes all responsibility for any use of the information shown on this map. Lancaster County makes no guarantee or warranty as to the accuracy of the information shown on this map.



# Future Land Use Map RZ-016-002



Subject Property (0136-00-036.03)



Rural Living

Rural Living

Rural Living

Rural Living

GOLD MINE

SNOWY OWL

Special District - Industrial



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# Future Land Use Map RZ-016-002



Special District- Industrial

Subject Property (0140-00-023.00)

Exhibit 4



Lancaster  
County  
South Carolina

This map was prepared by the Planning Department, Lancaster County, South Carolina, in accordance with the provisions of the Comprehensive Zoning Ordinance, Chapter 17, Article 1, Section 17-101. The map is intended for informational purposes only and does not constitute a contract or any other legal instrument. The map is subject to change without notice.

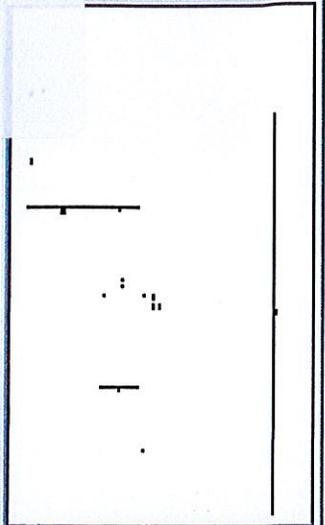
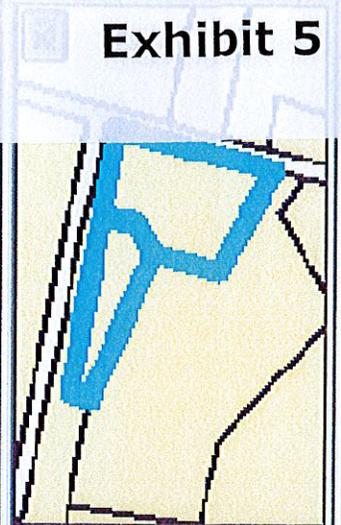
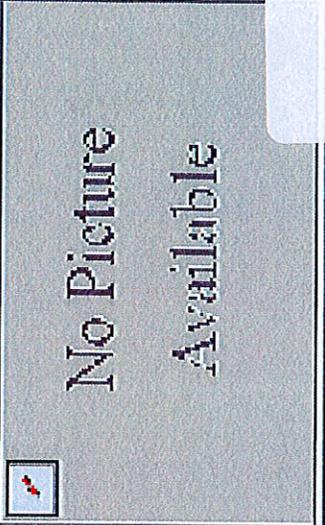
Add Mod Del Save Cancel  
 Indexed By  Parcel ID  Card #

**Parcel ID: 0136-00-001.00**  
 Account: 23378  
 Sticker #:   
 Location: HWY 601 Lancaster  
 Land Use: NRM - NQRes  
 Owner #1: HAILE GOLD MINE INC  
 Card: 1/2  
 District: 01 - County  
 Ent. Parcel Area: 4.338 - AC  
 Neigh: 12 - 12  
 Own Type:

Market Adj Value	Current	Year 2014	Legal Description
Calc. Land Area:	4.338	4.338	
Full Market Value:	92,700	92,700	
Building Value:	74,600	74,600	
Yard Items:	1,700	1,700	
Land Value:	16,400	16,400	
Total Value:	92,700	92,700	
Assessed Value:	4,170	5,562	
Capped Total:	92,700	92,700	Reval / Market 04

**Sales Information**  
 Grantor: HAILE GOLD MINE INC  
 Sale Price: 0  
 Sale Date: 4/7/2014  
 Legal Ref: 903-331  
 Validity: 9L  
 Sold Vacant: No

**Narrative Description**  
 This parcel contains 4.338 AC of land mainly classified as NQRes with a Sing Fam Dw Building built about 1976, having primarily Wood Siding Exterior and 1584 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.



Office Notes  Notes

Open  11:28 AM  QuickList

Add Mod Del Save Cancel  
 Indexed By  Parcel ID  Card #

Exhibit 5

Parcel ID: 0136-00-001.00 Card: 1 of 2 Location: Hwy 601 Lancaster Co

Current Owner Prior Owner ID/Factors/Taxes

Current Ownership

Title	Last Name	First Name	Res ex	% Owin	Type
#1:	HAILE GOLD MINE INC		<input type="checkbox"/>		
#2:			<input type="checkbox"/>		
#3:			<input type="checkbox"/>		

Street #1:  Home Phone:   
 Street #2:  Cell Phone:   
 City/Town:  Work Phone:   
 Province/State:  Postal:  Email:

Country:  Account Type:   
 D.O.B.:  Legal Reference:   
 Owner Occupied:  Sale Date:  Owner Lookup Number:

Separate Bill:   
 Valid Owner:   
 Private Info:

Sales Exemptions

More Owners

Other Parties

Add Mod Del Save Cancel Indexed By Parcel ID Card #

**M Parcel ID: 0136-00-036.03**

Account: 86841 District: 01 - County  
 Sticker #: Ent. Parcel Area: 15 - AC  
 Location: 6988 SNOWY OWL ROAD Lancaster  
 Land Use: NRN - NQRes Neigh: 12 - 12  
 Owner #1: HAILE GOLD MINE INC Own Type:

Market Adj Value	Current	Year 2014	Legal Description
Calc. Land Area:	15,000	15,000	
Full Market Value:	171,600	171,600	
Building Value:	128,400	128,400	
Yard Items:			
Land Value:	43,200	43,200	
Total Value:	171,600	171,600	
Assessed Value:	10,296	10,296	
Capped Total:	171,600	171,600	Reval / Market 04

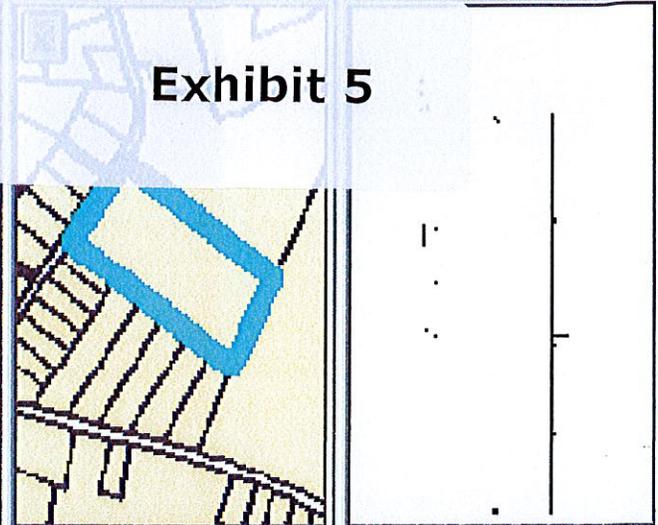
**Sales Information**

Grantor: MCDONALD TERESA M., Validity: 1  
 Sale Price: 925,000  
 Sale Date: 9/25/2012 Sold Vacant: No  
 Legal Ref: 753-99

**Narrative Description**

This parcel contains 15 AC of land mainly classified as NQRes with a Sing Fam Dw Building built about 2006, having primarily AlumVinyl Exterior and 2052 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.

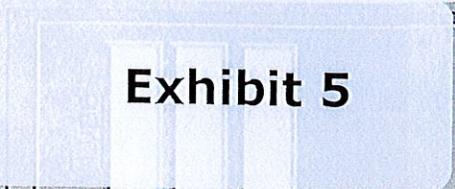
No Picture Available



Add Mod Del Save Car Record Card Screen Indexed By  Parcel ID  Card #

Parcel ID: 0136-00-036.03 Card: 1 of 1 Location: 6988 SNOWY OWL ROAD Lanc Cost - \$171,600

Current Owner | Prior Owner | ID/Factors/Taxes



Current Ownership

Title	Last Name	First Name	Res ex	% Dwn
#1:	HAILE GOLD MINE INC		<input type="checkbox"/>	
#2:			<input type="checkbox"/>	
#3:			<input type="checkbox"/>	

Street #1:  P O BOX 128 Home Phone:   
 Street #2:  List Cell Phone:   
 City/Town:  KERSHAW Verify Work Phone:   
 Province/State:  SC Postal:  29067-0000 Email:   
 Country:  Account Type:   
 D.O.B.:  MM/DD/YYYY Legal Reference:  753-99  
 Owner Occupied:  Sale Date:  9/25/2012 Owner Lookup Number:  51233

Separate Bill:   
 Valid Owner:   
 Private Info:

Add Mod Del Save Cancel

Indexed By  Parcel ID  Card #

**Exhibit 5**

No Picture Available

No Sketch Available

**Parcel ID: 0140-00-023.00**  
 Account: 23529  
 Sticker #:   
 Location: HWY 188 Lancaster  
 Land Use: QUSE - QuailAg  
 Owner #1: HAILE GOLD MINE INC

Card: 1/1  
 District: 01 - County  
 Ent. Parcel Area: 25.5 - AC  
 Neigh: 12 - 12  
 Own Type:

Market Adj Value	Current	Year 2014	Legal Description
Calc. Land Area:	25.500	25.500	
Full Market Value:	64,967	64,967	
Full Land Value:	64,967	64,967	
Building Value:			
Yard Items:			
Land Value:	3,111	3,111	
Total Value:	3,111	3,111	
Assessed Value:	124	124	
Capped Total:	64,967	64,967	

Reval / Market 04  
Narrative Description

**Sales Information**  
 Grantor: RAYNOR, PATRICIA M ETAL  
 Sale Price: 816,000  
 Sale Date: 9/17/2015  
 Legal Ref: 913-110

Validity: 1  
 Sold/Vacant: No

Office Notes  Notes

Add Mod Del Save Cancel Indexed By Parcel ID Card #

Parcel ID: 0140-00-023.00 Card: 1 of 1 Location: HwyY 188 Lancaster Cost - \$3,111

Current Owner | Prior Owner | ID/Factors/Taxes

**Exhibit 5**

- Current Ownership  
 Title: #1: HAILE GOLD MINE INC #2: #3:  
 Last Name: First Name: Res ex: % OwIn:  
 Street #1: PO DRAWER 128 Home Phone: Fill  
 Street #2: List  
 City/Town: KERSHAW Work Phone: Verify  
 Province/State: SC Postal: 29067 Email: Verify  
 Country: Account Type: Legal Reference: 913-110  
 D.O.B.: MM/DD/YYYY Sale Date: 9/17/2015 Owner Lookup Number: 84726  
 Separate Bill: Valid Owner: Private Info:

Sales Exemptions More Owners Other Parties  
 Open 1/25/2016 11:30 AM 23529 QuickList

# Exhibit 6

Section 2.1.6-Mining District / INDUSTRIAL I-2 / UPDATED 7/11/07/Ord.#832

## USES PERMITTED:

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

## CONDITIONAL USES:

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

# Exhibit 6

## INDUSTRIAL I-2 / UPDATED 7/11/07

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

### **USES REQUIRING REVIEW BY BOARD OF ZONING APPEALS:**

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

### **USES REQUIRING REVIEW BY PLANNING COMMISSION:**

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