

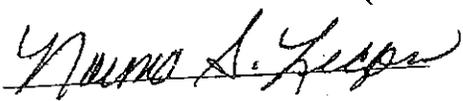
WITNESS our Hands and Seals this 25 day of August in the year of our Lord two thousand nine and in the two hundred and thirty-fourth year of Sovereignty and Independence of the United States of America.

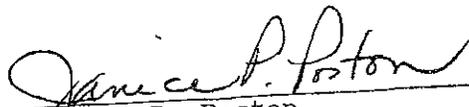
Signed, Sealed and Delivered
in the presence of



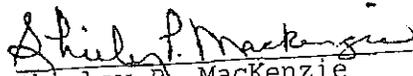


William S. Patterson





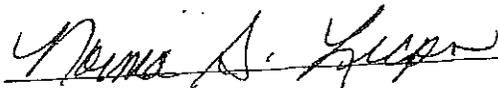
Janice P. Poston



Shirley P. MacKenzie

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

Personally appeared before me the undersigned witness and made oath that he saw the within named William S. Patterson, Janice P. Poston and Shirley P. MacKenzie sign, seal and as their act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that he with the other witness witnessed the execution thereof.



SWORN to before me this
25 day of August, 2009.

(L.S.)
Notary Public for South Carolina
My Commission Expires: 8/6/2017

PROPERTY DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING, BEING AND SITUATE ON THE EASTERN SIDE OF HARRISBURG ROAD IN INDIAN LAND TOWNSHIP, LANCASTER COUNTY, SOUTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A NAIL IN THE CENTER LINE OF HARRISBURG ROAD, SAID NAIL BEING 513.95 FEET SOUTHEAST OF THE INTERSECTION WITH BARBERVILLE ROAD AND RUNNING THENCE N 64 52 43 E 337.82 FEET TO AN EXISTING IRON PIN; THENCE RUNNING S 83 40 14 E 1136.4 FEET TO A POINT; THENCE RUNNING S 12 16 45 E 341.70 FEET TO A POINT; THENCE RUNNING WITH THE DIVIDING LINE BETWEEN THE WITHIN PROPERTY AND PROPERTY NOW OR FORMERLY OF HUNTER K. PATTERSON S 80 54 06 E 1021.40 FEET TO AN EXISTING IRON PIN; THENCE RUNNING N 26 46 32 W 209.68 FEET TO AN EXISTING IRON PIN; THENCE RUNNING 80 08 00 W 95.95 FEET TO AN EXISTING IRON PIN; THENCE RUNNING N 26 48 04 W 147.11 FEET TO AN EXISTING IRON PIN; THENCE RUNNING S 80 13 44 W 146.94 FEET TO AN OLD NAIL IN THE CENTERLINE OF HARRISBURG ROAD; THENCE WITH HARRISBURG ROAD N 26 26 55 W 223.56 FEET TO A NAIL, THE POINT OF BEGINNING. CONTAINING 14.23 ACRES, MORE OR LESS.

SAVING AND EXCEPTING ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND CONTAINING 1.41 ACRES, MORE OR LESS, LYING, BEING AND SITUATE IN INDIAN LAND TOWNSHIP, LANCASTER COUNTY, SOUTH CAROLINA AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SET IN THE CENTER OF HARRISBURG ROAD, BEING SET 513.94 FEET SOUTHEAST OF THE JUNCTURE OF BARBERVILLE ROAD AND RUNNING THENCE E FROM SAID POINT N 64 52 47 E 337.85 FEET TO A POINT; THENCE S 26 28 51 E 182.00 FEET TO A POINT; THENCE S 64 52 47 W 337.86 FEET TO A POINT IN THE CENTER OF HARRISBURG ROAD; THENCE WITH HARRISBURG ROAD N 26 26 51 W 182.00 FEET TO THE POINT OF BEGINNING, ALL OF WHICH IS MORE ACCURATELY SHOWN ON A PLAT OF PROPERTY OF J. R. PATTERSON PREPARED BY DAVID D. SHAW, PLS ON JULY 24, 1998 AND RECORDED HERewith AS PLAT #98-556 OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY, SOUTH CAROLINA. TAX MAP NO. 3-40.06

DERIVATION: BEING A PORTION OF THE PROPERTY CONVEYED TO THE GRANTOR HEREIN BY DEED RECORDED IN DEED BOOK 505 AT PAGE 274.

STATE OF SOUTH CAROLINA

AFFIDAVIT

COUNTY OF LANCASTER

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

1. Property located at 12.82 Acres, Harrisburg Road, Fort Mill, being Lancaster County Tax Map Number 3-40.06 was transferred by William S. Patterson, Janice P. Poston and Shirley P. MacKenzie to The Mamie B. Patterson Revocable Living Trust Number Two on August 25, 2009.

The transaction was (Check One):
 an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$ _____.
 not an arm's length real property transaction and the fair market value of the property is \$ _____*.

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S. C. Code Ann. Section 12-24-10 et seq. because the deed is (See Back of Affidavit):

#1
As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
Attorney

I further 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.

SWORN to before me this

25 day of August, 2009.

Norma S. Leonard
Notary Public for SC
My Commission Expires:

[Signature]
Purchaser Legal Representative
of the Purchaser, or other
Responsible Person Connected
with the Transaction

* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

State of South Carolina, }
County of Lancaster }

TITLE TO REAL ESTATE

Know All Men by These Presents, That I, Ruth Sawyer Goodman,

hereinafter referred to as grantor for and in consideration of the sum of

Dollars,

Five and No/100 (\$5.00)-----

and mutual conveyance of property,
to grantor paid by J. W. Williams for an undivided one half (1/2) interest, and to
Alice L. Hicklin, A. Wilburn Hicklin, Edward M. Hicklin, & Robert L. Hicklin, for
an undivided one half (1/2) interest,
hereinafter referred to as grantee, 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 grantee and grantee's
heirs, successors and assigns, the following described property, to wit:

"All that certain piece, parcel or tract of land situate, lying and
being in the State of South Carolina, County of Lancaster, in Cedar Creek
Township, designated as Tract Number 4 as shown on plat made by R. H. Iseley
and J. G. Crumpler on July 30, 1982, recorded in the Office of the Clerk of
Court for Lancaster County, South Carolina, as Plat Number 5689. For a
more complete description reference to said plat is craved. Being a portion
of the property conveyed to Ruth Sawyer Goodman by deed of Willie Lee
Bumgardner recorded May 9, 1955, in Deed Book L-4, at Page 356."
*containing 0.77 ac.

Address of Grantees:
c/o J. W. Williams
229 South Main Street
Lancaster, South Carolina 29720

ASSESSOR'S OFFICE

Received 10-12-82
Tax Map Code _____
Or Portion Of 108-36

CLERK OF COURT
LANCASTER COUNTY, S.C.

1982 OCT - 7 PM 1:32

FILED

The within described property is conveyed subject to existing easements and rights of way, whether of
record or not, and to restrictions, if any, appearing in the chain of title which said restrictions, if any, are not
intended to be reimposed hereby.

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 grantee and grantee's
Heirs, Successors and Assigns forever.

And grantor does hereby bind grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said grantee and grantee's Heirs, Successors and Assigns, against grantor and whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 30th day of September, 1982, and in the two hundred and seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Ruth Sawyer Goodman (Seal)
Ruth Sawyer Goodman

[Signature]
Witness

_____ (Seal)

[Signature]
Witness

_____ (Seal)

STATE OF SOUTH CAROLINA, }
County of Lancaster.

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the Grantor sign, seal and, as grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that (s)he, with the other witness above, witnessed the execution thereof.

SWORN to before me, this

30th day of September, 1982.

[Signature]
Witness

[Signature] (Seal)
Notary Public of South Carolina

My Commission Expires: 12/17/89

STATE OF SOUTH CAROLINA, }
County of Lancaster.

No RENUNCIATION OF DOWER Necessary
Feminine Grantor.

I, the undersigned Notary Public, a Notary Public of South Carolina, do hereby certify unto all whom it may concern, that the undersigned, wife of the grantor, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named grantee and grantee's heirs, successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this

day of _____, 19 _____

(Seal)
Notary Public of South Carolina

My Commission Expires:

State of South Carolina,
County of Lancaster

Ruth Sawyer Goodman

TO
J. W. Williams, et al.

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at _____ M.O'clock on the 7th day of October, 1982, and was immediately entered upon the proper indexes and duly recorded in Book _____ of Deeds, page 3229

Clerk of Court of Common Pleas and General Sessions or Register Mesne Conveyance for the State and County aforesaid.

I hereby certify that the within Deed has been this _____ day of _____ A.D. 19 _____, Recorded in Book _____ of Deeds, page _____

Auditor

of the State and County aforesaid. GREGORY AND GREGORY
ATTORNEYS AT LAW
P. O. DRAWER 967
LANCASTER, SOUTH CAROLINA 29720

COPYRIGHT 1980
THE STATE OF
SOUTH CAROLINA
LANCASTER, S.C.

4

Exhibit 1

2007005095

DEED
 RECORDING FEES \$10.00
 EXEMPT
 PRESENTED & RECORDED:
 04-05-2007 11:05 AM
 JOHN LANE
 REGISTER OF DEEDS
 LANCASTER COUNTY, SC
 By: LISA CHILDERS DEPUTY
 BK: DEED 390
 PG: 305-308

LANCASTER COUNTY ASSESSOR
 Tax Map:
 0003 00 040 13

MACK & MACK ATTORNEYS

[NO TITLE SEARCH PERFORMED IN PREPARATION OF THIS DEED]

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
 COUNTY OF LANCASTER)

RECORDED THIS 5th DAY
 OF APRIL, 2007
 IN BOOK O PAGE M-01

Cheryl Morgan
 Auditor, Lancaster County, SC

KNOW ALL MEN BY THESE PRESENTS, That, MAMIE B. PATTERSON in the State aforesaid for and in consideration of the sum of Five Dollars (\$5.00) Love and Affection, Mother to Daughter, to me paid by SHIRLEY P. MACKENZIE, 10800 Barberville Road, Fort Mill, South Carolina, 29715, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, by these presents do grant, bargain, sell and release unto the said Grantee, her heirs and assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A" FOR PROPERTY DESCRIPTION

DERIVATION: Being a portion of the property conveyed to the Grantor herein by Deed recorded in Deed Book B-4 at Page 548.

The within described property is conveyed subject to existing easements and to restrictions, if any, appearing in the chain of title, which said restrictions, if any, are not intended to be reimposed hereby.

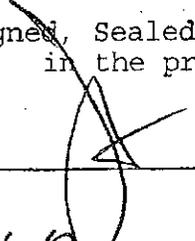
Together with all and singular all its right, title and interest in and to the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To Have and to Hold all and singular the premises before mentioned unto the said Grantee, her heirs and Assigns forever and Grantor does hereby bind himself and his Heirs and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, her Heirs and Assigns, against it and his Heirs

and Assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS its Hand and Seal this ^{15th} day of ^{February} ~~January~~ in the year of our Lord two thousand seven and in the two hundred and thirty first year of Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the presence of



Naime S. Ligon

Mamie Patterson
Mamie B. Patterson

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

Personally appeared before me the undersigned witness and made oath that he saw the within named Mamie B. Patterson sign, seal and as her act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that he with the other witness witnessed the execution thereof.

Naime S. Ligon

SWORN to before me this
^{15th} day of ^{February} ~~January~~, 2007.

(L.S.)
Notary Public for South Carolina
My Commission Expires: *02/2007*

INST. # 1728
State of South Carolina,
COUNTY OF LANCASTER

TITLE TO REAL ESTATE -- FORM 14-B
COLUMBIA OFFICE SUPPLY CO., COLUMBIA, S. C.

MACK & MACK, ATTORNEYS
NO TITLE SEARCH

INST. # 5671

BOOK 711 PAGE 12

BOOK 1142 PAGE 152

FILED
CLERK
JUN 31 1 06 PM '94
CLERK OF COURT
LANCASTER COUNTY, S.C.

Know All Men By These Presents, That

I, Mamie B. Patterson

FILED
OFFICE OF CLERK
OF COURSE
AUG 30 4 58 PM '94
CLERK OF COURT
LANCASTER COUNTY, S.C.

ASSESSOR'S OFFICE
Received 1-31-94 88-31-94
Tax Map Code 3-40.05
Gr Portion 1

in the State aforesaid for and in consideration of the sum of Five and no/100 (\$5.00) Dollars and Love and Affection (Mother to Daughter) to me paid by Shirley Patterson Orren 10854 Barberville Road Fort Mill, SC 29715 in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, by these presents do grant, bargain, sell and release unto the said Shirley Patterson Orren, her heirs and assigns, the following described property, to wit:

All that certain piece, parcel or tract of land lying, being and situate on the southeastern side of Barberville Road in Indian Land Township, Lancaster County, South Carolina and being more particularly described as follows: BEGINNING at a point in the centerline of Barberville Road and running thence S 64 51 49 E 559.64 feet to a point; thence running S 15 32 22 E 649.92 feet to a point; thence running N 71 14 12 E 813.35 feet to a point; thence running N 29 56 33 W 293.72 feet to a point in the centerline of Barberville Road; thence with the centerline of Barberville Road along an arc of 352.34 (Radius equals 703.25115 feet) to a point; thence continuing with Barberville Road N 26 05 43 E 59.80 feet to a point, the point of beginning. Being more particularly shown and described as 10.00 total acres on Plat of Property Surveyed For Mamie B. Patterson, drawn by Fred J. Hager, SCRLS, dated May 31, 1991 and recorded in the Office of the Clerk of Court for Lancaster County as Plat No. 14372.

DERIVATION: Being a portion of the property inherited by the Grantor herein under the Estate of William S. Patterson filed as Case #4893, Office of the Probate Judge for Lancaster County, South Carolina.

The within described property is conveyed subject to existing easements and to restrictions, if any, appearing in the chain of title, which said restrictions, if any, are not intended to be reimposed hereby.

Clerk's Note: This deed is being refiled to correct an error made in filing, the Probate was not filmed with the original filing.

Exhibit L

BOOK 2-11 PAGE 13

BOOK M-2 PAGE 153

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 Shirley Patterson Orren, her

Heirs and Assigns forever

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Shirley Patterson Orren, her

Heirs and Assigns, against me and my Heirs and against every person whosoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this 10th day of September in the year of our Lord one thousand nine hundred and ninety-three and in the two hundred and eighteenth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the presence of

Debi M. Treadaway
Melissa D. Brehm

Mamie B. Patterson (SEAL)
Mamie B. Patterson

_____ (SEAL)

STATE OF SOUTH CAROLINA, }
YORK County }

Personally appeared before me Melissa D. Brehm and made oath that she saw the within named Mamie B. Patterson sign, seal and as her act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that he, with Debi M. Treadaway witnessed the execution thereof.

SWORN to before me this 10th day of September 19 93
Debi M. Treadaway (L.S.)
Notary Public of S. C.

Melissa D. Brehm

My Commission expires: 7-5-95

See Indian Land Inset For Detail

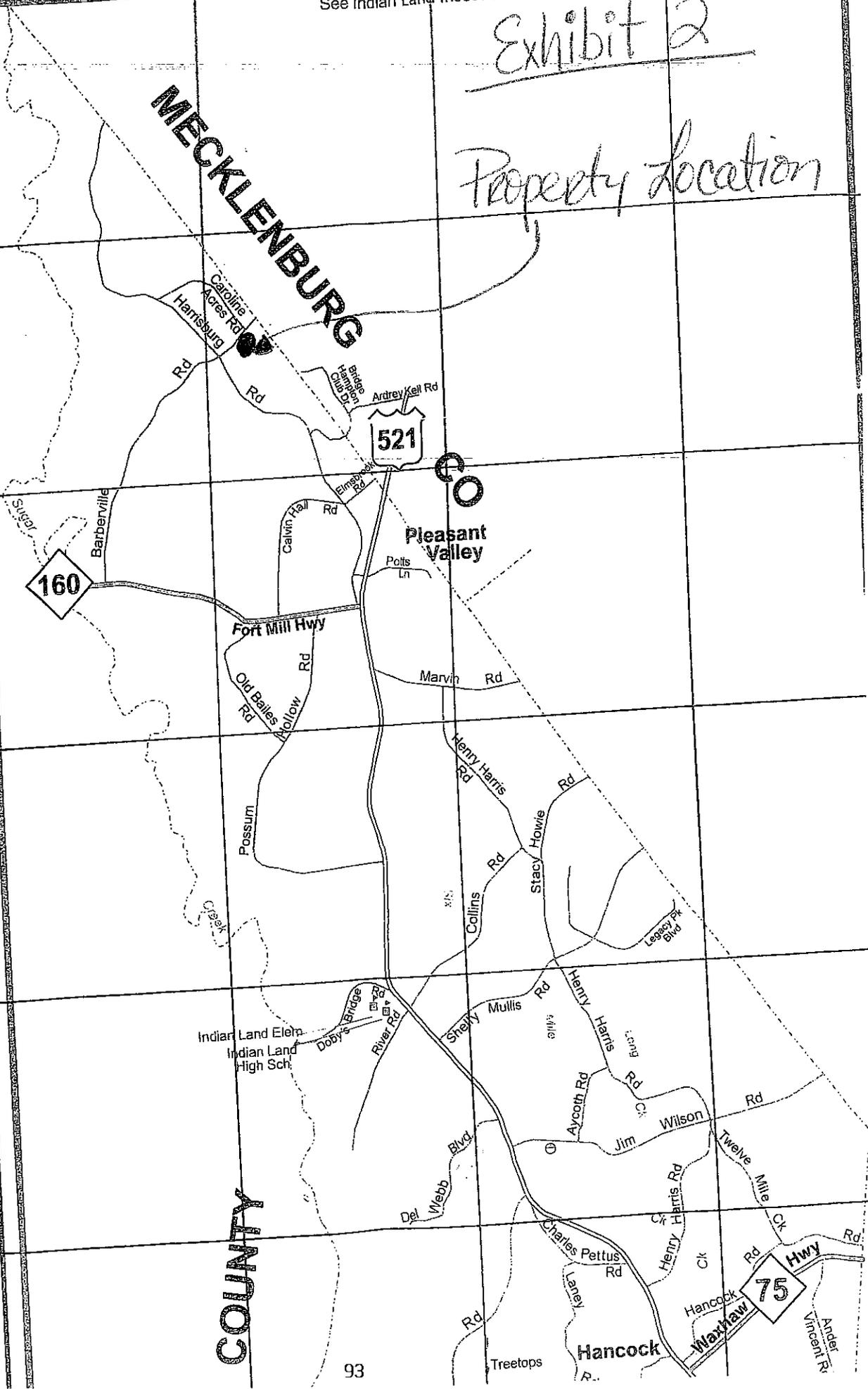
Exhibit 2

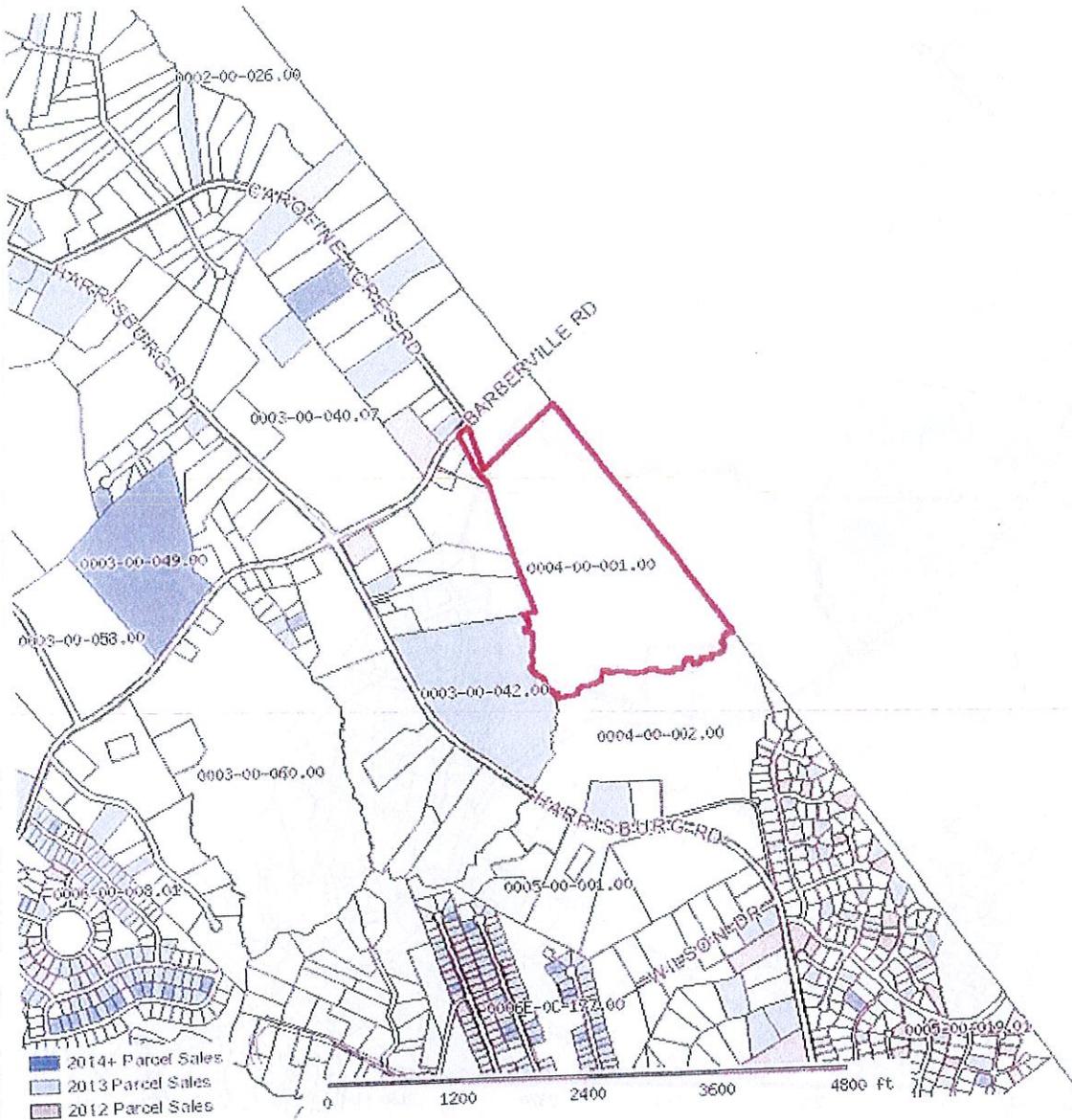
Property Location

A
B
C
D
E
F

MECKLENBURG

COUNTY

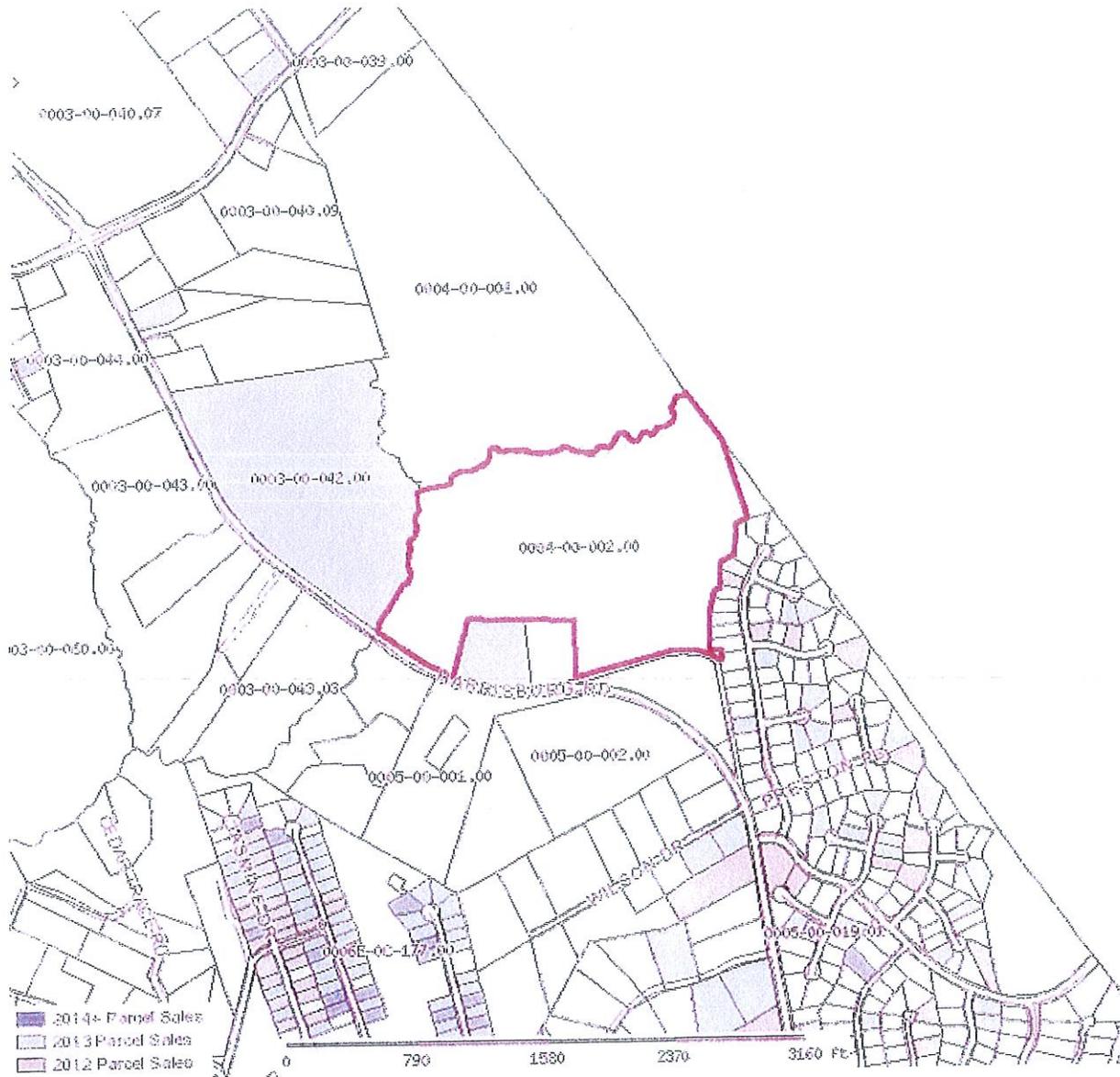




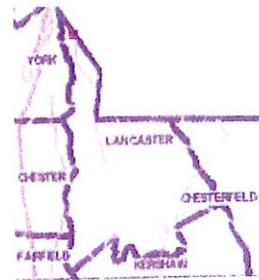
Lancaster County Assessor			
Parcel: 0004-00-001.00 Acres: 79.05			
Name:	ACTS RETIREMENT-LIFE COMMUNITY	Land Value	\$2,721,500.00
Site:	STATE LINE	Improvement Val	\$0.00
Sale:	\$3,249,757 on 01-2001 Vacant= Qual=0	Accessory Value	\$0.00
Mail:	PO BOX 90	Total Value	\$2,721,500.00
	WEST POINT, PA 19486-0090		



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: 04/02/14 : 15:50:47



Lancaster County Assessor			
Parcel: 0004-00-002.00 Acres: 53.93			
Name:	SAUER PROPERTIES INC	Land Value	\$1,894,236.00
Site:	STATE LINE	Improvement Valt	\$0.00
Sale:	\$\$100 on 08-1987 Vacant= Qual=	Accessory Value	\$0.00
Mail:	2000 W BROAD ST	Total Value	\$1,894,236.00
	RICHMOND,, VA 23220-0000		



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Date printed: 04/02/14 : 15:51:25

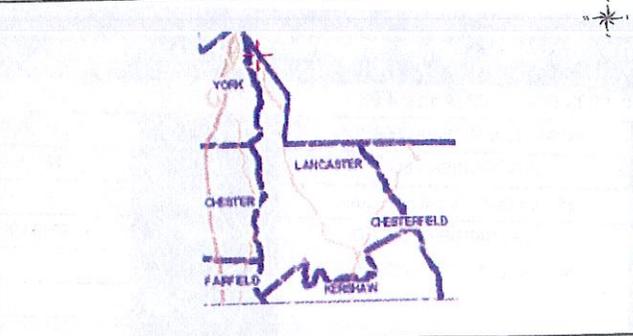
Exhibit 3



- 2014+ Parcel Sales
- 2013 Parcel Sales
- 2012 Parcel Sales

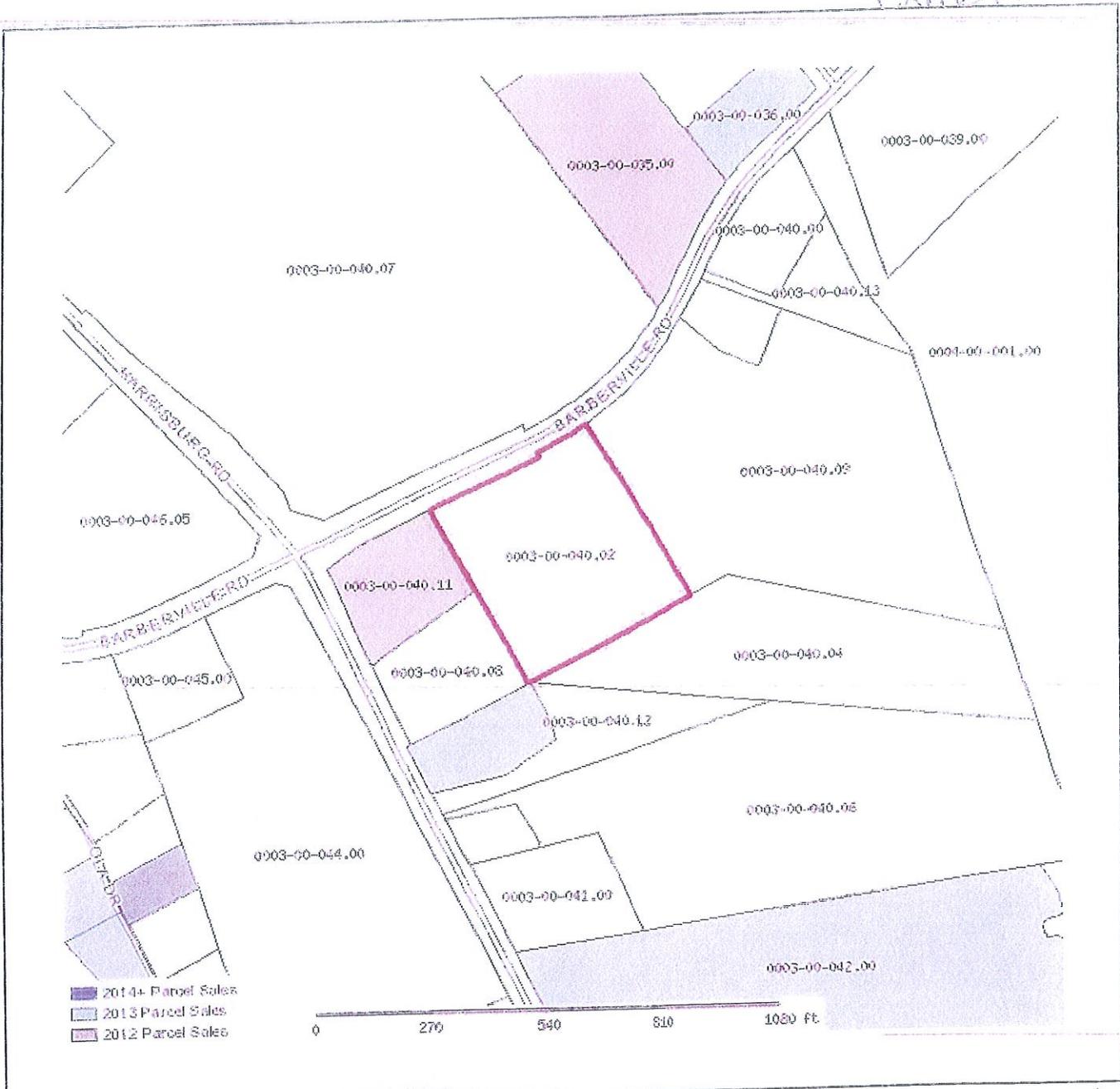
0 160 320 480 640 ft

Lancaster County Assessor			
Parcel: 0003-00-040.00 Acres: 1.46			
Name:	KNABENSHUE MICHAEL R & JENNIFE	Land Value	\$51,000.00
Site:	10858 BARBERVILLE RD	Improvement Value	\$86,600.00
Sale:	\$\$5 on 09-2006 Vacant= Qual=9K	Accessory Value	\$0.00
Mail:	10858 BARBERVILLE RD	Total Value	\$137,600.00
	INDIAN LAND, SC 29707-0000		



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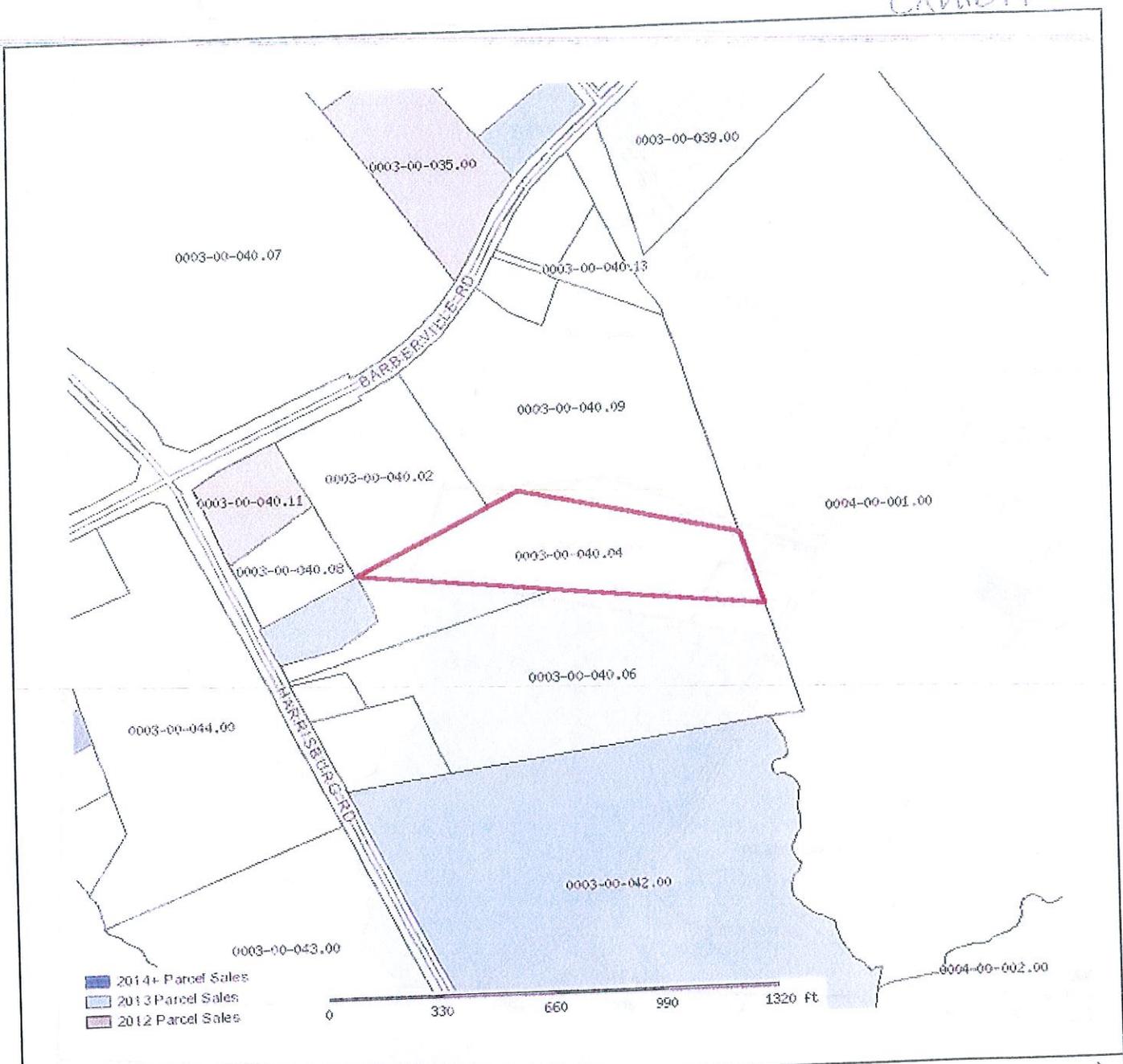
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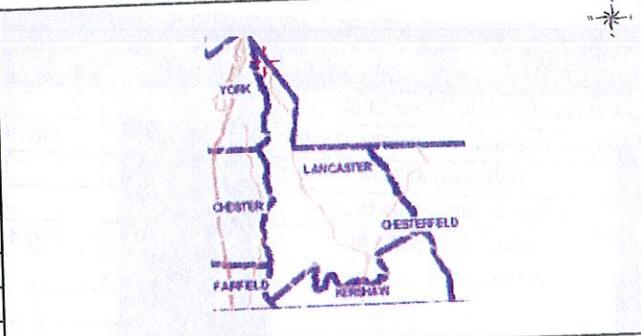
Lancaster County Assessor			
Parcel: 0003-00-040.02 Acres: 4.93			
Name:	POSTON JANICE PATTERSON	Land Value	\$157,800.00
Site:	10786 BARBERVILLE RD	Improvement Val	\$89,100.00
Sale:	\$0 on 08-1979 Vacant= Qual=	Accessory Value	\$0.00
Mall:	10786 BARBERVILLE RD	Total Value	\$246,900.00
	INDIAN LAND, SC 29707-0000		



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Date printed: 04/02/14 : 15:52:19

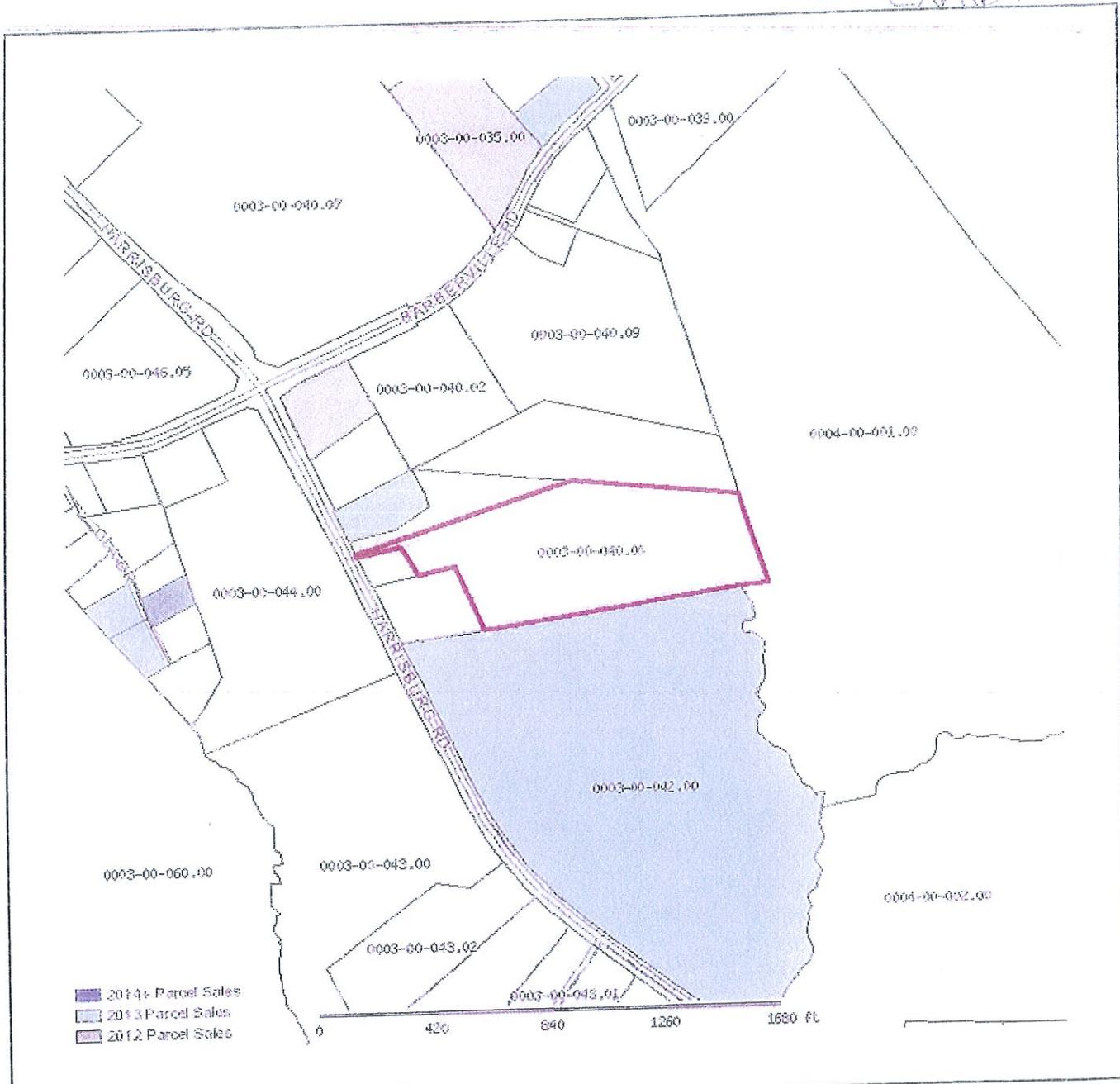


Lancaster County Assessor			
Parcel: 0003-00-040.04 Acres: 5.13			
Name:	POSTON JANICE PATTERSON	Land Value	\$164,160.00
Site:	BARBERVILLE RD	Improvement Val	\$0.00
Sale:	\$55 on 09-1993 Vacant= Qual=9R	Accessory Value	\$0.00
Mail:	10786 BARBERVILLE RD INDIAN LAND, SC 29707-0000	Total Value	\$164,160.00

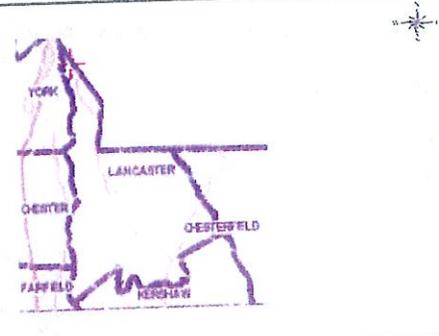


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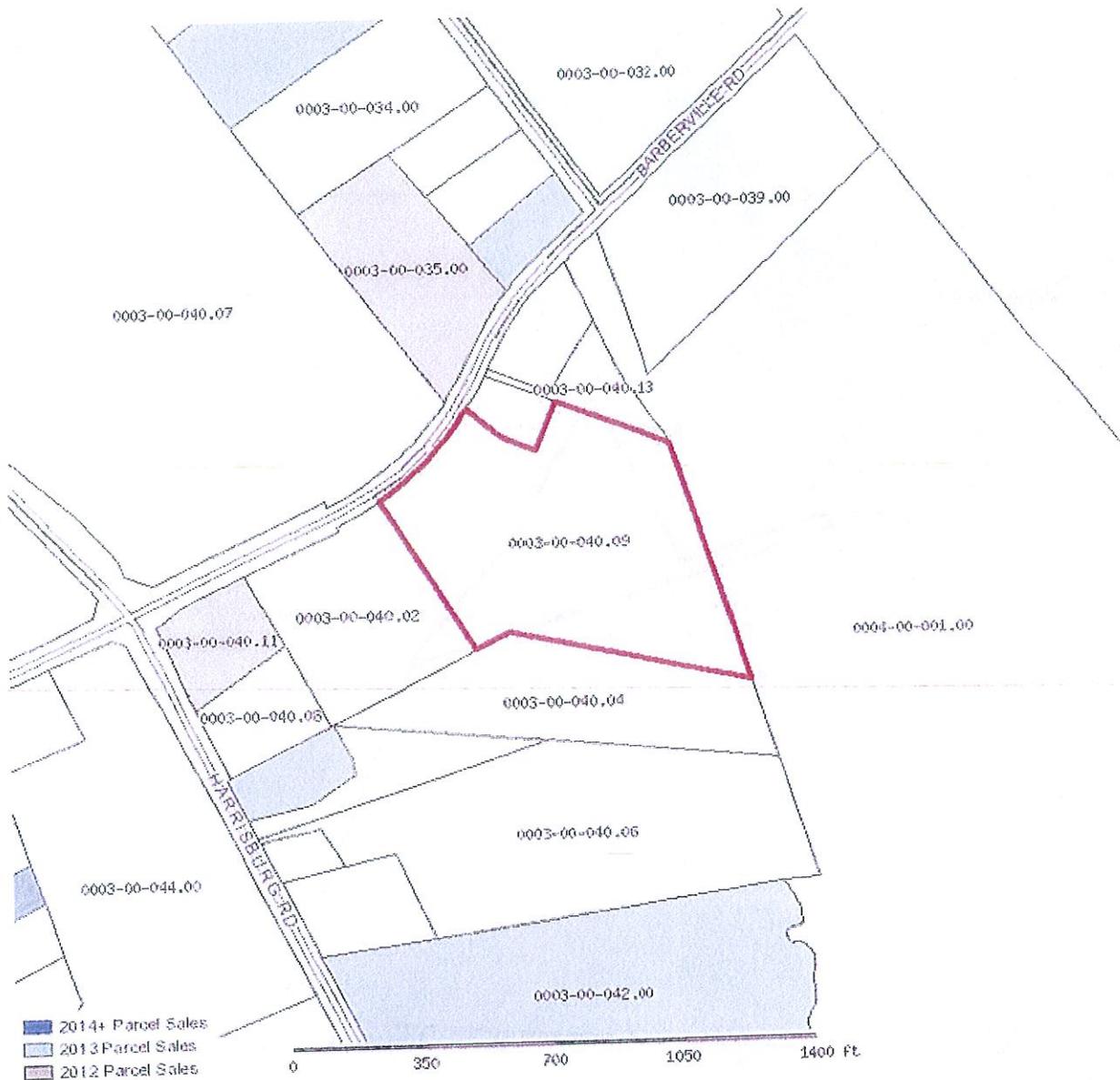
Date printed: 04/02/14 : 15:53:53



Lancaster County Assessor			
Parcel: 0003-00-040.06 Acres: 11.32			
Name:	MIE B PATTERSON REVOCABLE LI % PAT	Land Value	\$372,184.00
Site:	HARRISBURG ROAD	Improvement Value	\$0.00
Sale:	\$\$\$1 on 08-2009 Vacant= Qual=1	Accessory Value	\$0.00
Mail:	10858 BARBERVILLE RD	Total Value	\$372,184.00
	INDIAN LAND, SC 29707-0000		



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Date printed: 04/02/14 : 15:54:32

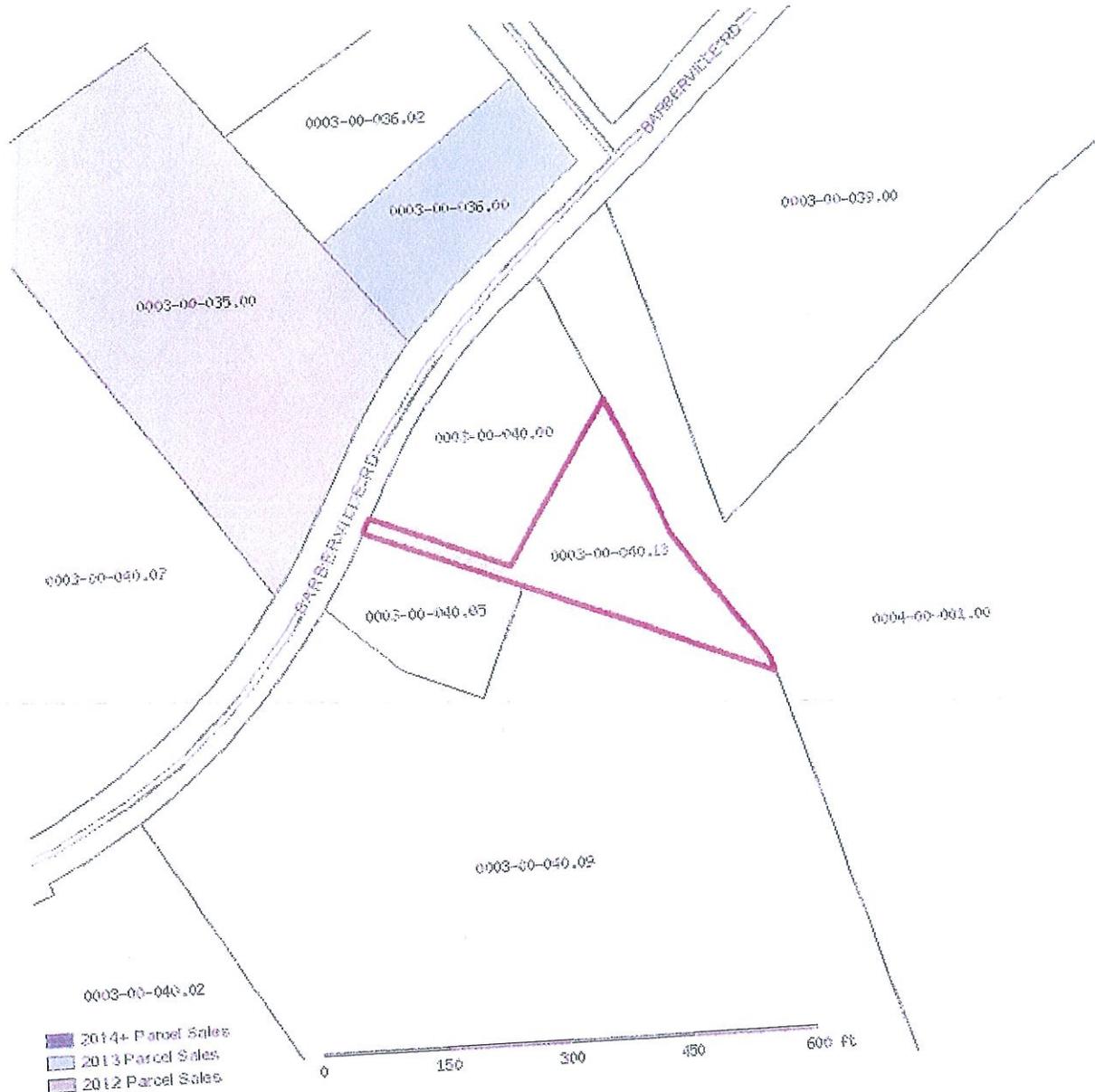


Lancaster County Assessor			
Parcel: 0003-00-040.09 Acres: 10.14			
Name:	MACKENZIE SHIRLEY PATTERSON	Land Value	\$325,592.00
Site:	10800 BARBERVILLE RD	Improvement Valt	\$29,800.00
Sale:	\$5 on 09-1997 Vacant= Qual=9R	Accessory Value	\$1,500.00
Mail:	10800 BARBERVILLE ROAD	Total Value	\$356,892.00
	INDIAN LAND, SC 29707-0000		



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: 04/02/14 : 15:56:37



Lancaster County Assessor			
Parcel: 0003-00-040.13 Acres: 1.02			
Name:	MACKENZIE SHIRLEY P	Land Value	\$40,500.00
Site:	10866 BARBERVILLE RD	Improvement Valt	\$156,800.00
Site:	\$5 on 04-2007 Vacant= Qual=2	Accessory Value	\$0.00
Mail:	10866 BARBERVILLE RD	Total Value	\$197,300.00
	INDIAN LAND, SC 29707-0000		



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: 04/02/14 : 15:55:55

Indexed By Parcel ID Card #

Location: STATE LINE Lancaster

Card: 1 of 1

Parcel ID: 0004-00-001.00

ID/Factors/Taxes

Prior Owner

Current Ownership

#1:	Title	ACTS RETIREMENT-LIFE COMMUNITY	Last Name		First Name		Res ex	<input type="checkbox"/>	% Own		Type	
#2:								<input type="checkbox"/>				
#3:								<input type="checkbox"/>				
Street #1:		PO BOX 90	Fill	Home Phone:			Separate Bill:		<input type="checkbox"/>			
Street #2:			List	Cell Phone:			Valid Owner:		<input checked="" type="checkbox"/>			
City/Town:		WEST POINT	Verify	Work Phone:			Private Info:		<input type="checkbox"/>			
Province/State:		PA	Verify	Email:			Owner Lookup Number:		238			
Postal:		19486-0090		Account Type:			Sale Date:		1/12/2001			
Country:				Legal Reference:			More Owners		Other Parties			
D.O.B.:		MM/JDDYY		Owner Occupied:			Sales		Exemptions			
Owner Occupied:				Sales			Open		3/8/2014		1:21 PM	

366 QuickList

Exhibit 4

Parcel ID: 0004-00-001.00

Account: 985
 Sticker #:
 Location: STATE LINE Lancaster
 Land Use: NLN - LandOnly
 Owner #: ACTS RETIREMENT-LIFE COMMUNITY

Card: 1/1
 District: 01 - County
 Ent. Parcel Area: 79.059 - AC

Neigh: 01A - 01A
 Own Type: Own

Market Adj. Value

Calc. Land Area:	79.050
Full Market Value:	2,721,500

Year 2013

79.050
2,721,500

Building Value:

Yard Items:	2,721,500
Land Value:	2,721,500
Total Value:	163,290
Assessed Value:	2,721,500
Capped Total:	2,721,500

Sales Information

Grantor: YAGER, DEXTER, P. SR
 Sale Price: 3,249,757
 Sale Date: 1/12/2001
 Legal Ref: 0106-0333

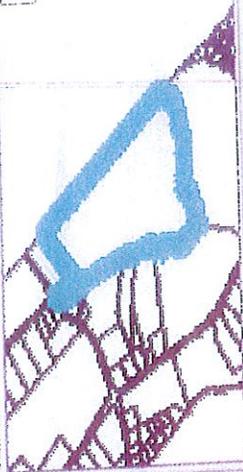
Validity: 0
 Sold Vacant: No

Legal Description

Reval./Market Districts: 01

Narrative Description

No Picture Available



No Sketch Available

QuickList 366

Office Notes 3/8/12/2014

1:10 PM

Open

Exhibit 4

Current Ownership

#	Title	Last Name	Res. ex	% Own	Type
#1	SAUER PROPERTIES INC		<input type="checkbox"/>		
#2			<input type="checkbox"/>		
#3			<input type="checkbox"/>		

Street #1: 12000 W BROAD ST
 Street #2:
 City/Town: RICHMOND, VA
 Province/State: VA Postal: 23220-0000
 Country: D.O.B.: MM/DD/YY
 Owner Occupied: Account Type: Legal Reference: Sale Date: 8/4/1987
 Separate Bill: Valid Owner: Private Info:
 Owner Lookup Number: 239

More Owners Other Parties

Exhibit 4

Parcel ID: 0004-00-002.00

Account: 366
 Sticker #:
 Location: STATE LINE Lancaster
 Land Use: QUUSE - QualAg
 Owner #1: SAUER PROPERTIES INC

Market Adj Value	Current
Calc. Land Area:	53.930
Full Market Value:	1,894,236
Full Land Value:	1,894,236
Building Value:	
Yard Items:	6,579
Land Value:	6,579
Total Value:	263
Assessed Value:	6,579
Capped Total:	

Sales Information
 Grantor: SAUER PROPERTIES INC
 Sale Price: 100
 Sale Date: 3/4/1987
 Legal Ref: G007-1150

Validity: Sold Vacant: No

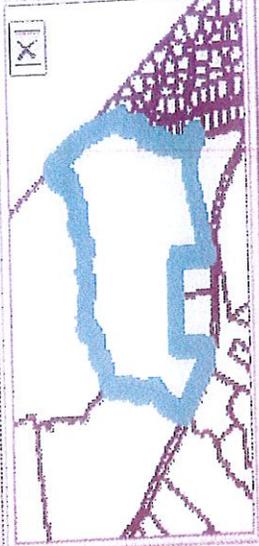
Card: 1/1
 District: 01 - County
 Ent Parcel Area: 53.93 - AC

Neigh: 01 - 01
 Own Type:

Legal Description

Reval / Market Districts: 01
Narrative Description

No Picture Available



No Sketch Available

Exhibit 4

Indexed By

Parcel ID

Card #

Add

Mod

Del

Save

Cancel



Cost - \$64,415

Location: 10800 BARBERVILLE RD Indian Land

Card: 1 of 1

Parcel ID: 0003-00-040-09

ID/Factors/Taxes

Prior Owner

Current Ownership

#	Title	Last Name	First Name	Res ex	% Own	Type
#1		MACKENZIE SHIRLEY PATTERSON		<input type="checkbox"/>		
#2				<input type="checkbox"/>		
#3				<input type="checkbox"/>		

Street #1: 10800 BARBERVILLE ROAD
 Street #2:
 City/Town: INDIAN LAND
 Province/State: SC Postal: 29707-0000
 Country:
 D.O.B.: MM/DD/YY
 Owner Occupied:

Home Phone:
 Cell Phone:
 Work Phone:
 Email:

Account Type:
 Legal Reference:
 Sale Date: 3/10/1997

Separate Bill:
 Valid Owner:
 Private Info:

Owner Lookup Number: 23855

Sales Exemptions More Owners Other Parties

QuickList

72149

1:13 PM

3/8/2014

Open

Exhibit 4

Parcel ID: 0003-00-040.09

Account: 72149
 Sticker #:
 Location: 10800 BARBERVILLE RD Indian Land
 Land Use: NMH - NonQMH
 Owner #1: MACKENZIE SHIRLEY PATTERSON

Market Adj Value	Current
Calc. Land Area:	10.140
Full Market Value:	356,892
Full Land Value:	325,592
Building Value:	29,800
Yard Items:	1,500
Land Value:	38,115
Total Value:	64,415
Assessed Value:	3,843
Capped Total:	64,415

Sales Information
 Grantor: ORRON SHIRLEY PATTERSON
 Sale Price: 5
 Sale Date: 9/10/1997
 Legal Ref: M012-0152
 Validity: 9R
 Sold Vacant: No

Card: 1/1
 District: 01 - County
 Ent. Parcel Area: 10.14 - AC

Neigh: 01 - 01
 Own Type:

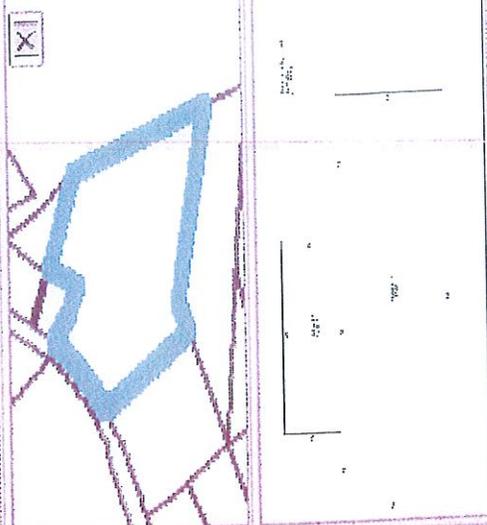
Legal Description

Year	2013
10.140	
356,892	
325,592	
29,800	
1,500	
38,115	
64,415	
3,843	
64,415	

Reval / Market Districts: 01

Narrative Description

This parcel contains 10.14 AC of land mainly classified as NonQMH with a Mobile Home Building built about 1993, having primarily Alum/Vinyl Exterior and 1248 Square Feet, with 0 Unrt. 2 Baths, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.



QuickList 72149

3/8/2014 1:18 PM

Open Office Notes Notes

Exhibit 4

Parcel ID: 0003-00-040.13 Card: 1 of 1 Location: 10866 BARBERVILLE RD Indian Land

Current Owner		Prior Owner		ID/Factors/Taxes	
Current Ownership					
Title	Last Name	First Name	Res ex	% Own	Type
#1: MACKENZIE SHIRLEY P			<input type="checkbox"/>		
#2:			<input type="checkbox"/>		
#3:			<input type="checkbox"/>		
Street #1: 10866 BARBERVILLE RD	Home Phone:				
Street #2:	Cell Phone:				
City/Town: INDIAN LAND	Work Phone:				
Province/State: SC	Postal: 29707-0000	Email:			
Country:	Account Type:				
D.O.B.: MM/DD/YY	Legal Reference: 390-305				
Owner Occupied:	Sale Date: 4/5/2007	Owner Lookup Number:		45539	
Sales	Exemptions	More Owners		Other Parties	

Exhibit 4

Indexed By Parcel ID Card #

Parcel ID: 0003-00-040.13

Account: 82651
 Sticker #:
 Location: 10866 BARBERVILLE RD Indian Land
 Land Use: QR - QualRes
 Owner #1: MACKENZIE SHIRLEY P

Card: 1/1
 District: 01 - County
 Ent. Parcel Area: 1.02 -

Neigh: 01 - 01
 Own Type:

Market Adj Value	Current	Year 2013	Legal Description
Calc. Land Area:	1.020	1.020	
Full Market Value:	197,300	197,300	
Building Value:	156,300	156,300	
Yard Items:	40,500	40,500	
Land Value:	197,300	197,300	
Total Value:	7,892	7,892	
Assessed Value:	197,300	197,300	
Capped Total:			Reval / Market Districts: 01

Sales Information

Grantor: PATTERSON MAMIE B.
 Sale Price: 5
 Sale Date: 4/5/2007
 Legal Ref: 390-305
 Validity: 2
 Sold Vacant: No

Narrative Description
 This parcel contains 1.02 of land mainly classified as QualRes with a Sing Fam Dw Building built about 2007, having primarily Alum(Vinyl Exterior and 2128 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.

No Picture Available

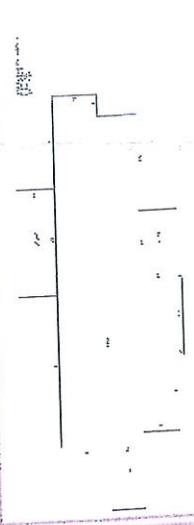
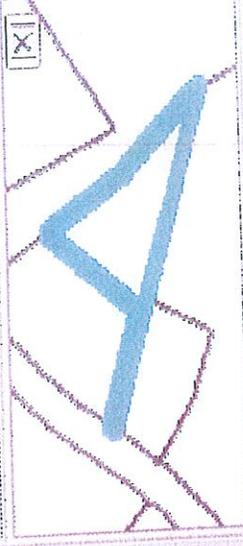


Exhibit 4

Indexed By Parcel ID Card #

Parcel ID: 0003-00-040.06 Card: 1 of 1 Location: HARRISBURG ROAD Indian Land Cost - \$1,381

Current Ownership

#	Title	Last Name	First Name	Res ex	% Own	Type
#1		MAMIE B PATTERSON REVOCABLE LIVING	TRUST #2 ETAL	<input type="checkbox"/>		
#2		% PATTERSON MAMIE B		<input type="checkbox"/>		
#3				<input type="checkbox"/>		

Street #1: 10858 BARBERVILLE RD
 Street #2:
 City/Town: INDIAN LAND
 Province/State: SC Postal: 29707-0000
 Country: D.O.B.: MM/DD/YY
 Owner Occupied: Account Type: Legal Reference: 560-275
 Sale Date: 8/25/2009 Owner Lookup Number: 51188

Separate Bill: Valid Owner: Private Info:

More Owners Other Parties

Exhibit 4

Parcel ID: 0003-00-040.06

Account: 69816
 Sticker #:
 Location: HARRISBURG ROAD Indian Land
 Land Use: QUSE - QualAg
 Owner #1: MAMIE B PATTERSON REVOCABLE LIVING TRUST #2 E
 Neigh: 01 - 01
 Own Type:
 Card: 1/1
 District: 01 - County
 Ent. Parcel Area: 11.32 - AC

Year 2013

Current	Year 2013	Legal Description
11,320	11,320	
372,184	372,184	
372,184	372,184	
1,381	1,381	
1,381	1,381	
55	55	
1,381	1,381	Reval / Market Districts: 01

Year 2013

Current	Year 2013	Narrative Description
11,320	11,320	
372,184	372,184	
372,184	372,184	
1,381	1,381	
1,381	1,381	
55	55	
1,381	1,381	Reval / Market Districts: 01

Sales Information

Grantor: MAMIE B PATTERSON REVOCABLE LIVING TRUST
 Sale Price: 1
 Validity: 1
 Sold Vacant: No
 Sale Date: 8/25/2009
 Legal Ref: 560-275

Office Notes

Notes

Open 3/8/2014 1:12 PM

Display Main Record Card Screen

69816 QuickList

Exhibit 4

Parcel ID: 0003-00-040.04 Card: 1 of 1 Location: BARBERVILLE RD Indian Land

Current Owner		Prior Owner		ID/Factors/Taxes	
Current Ownership					
#1	Title	Last Name	Res. ex	% Own	Type
#2					
#3					
Street #1: 10786 BARBERVILLE RD		Home Phone:			
Street #2:		Cell Phone:			
City/Town: INDIAN LAND		Work Phone:			
Province/State: SC		Postal: 29707-0000		Email:	
Country:		Account Type:		Separate Bill: <input type="checkbox"/>	
D.O.B.: MM/DD/YY		Legal Reference:		Valid Owner: <input type="checkbox"/>	
Owner Occupied:		Sale Date: 9/10/1999		Private Info: <input type="checkbox"/>	
Sales		Owner Lookup Number: 100			
Exemptions		More Owners		Other Parties	

Exhibit 4

M Parcel ID: 0003-00-040.04

Account: 69818

Sticker #:

Location: BARBERVILLE RD Indian Land

Land Use: QUSE - QualAg

Owner #1: POSTON JANICE PATTERSON

Card: 1/1
District: 01 - County
Ent. Parcel Area: 5.13 - AC

Neigh: 01 - 01

Own Type:

Market Adj. Value

Calc. Land Area:	5.130
Full Market Value:	164,160
Full Land Value:	164,160
Building Value:	626
Yard Items:	626
Land Value:	25
Total Value:	626
Assessed Value:	
Capped Total:	

Year 2013

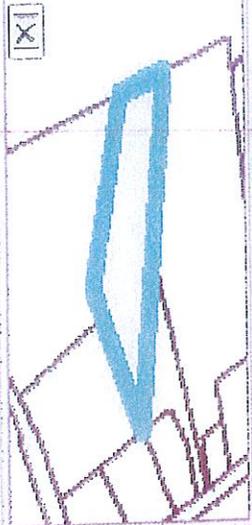
5.130
164,160
164,160

Legal Description

Reval / Market Districts: 01

Narrative Description

No Picture Available



No Sketch Available

Exhibit 4

Indexed By Parcel ID Card #

ID/Factors/Taxes

Current Owner **Prior Owner**

Current Ownership

#	Title	Last Name	First Name	Res ex	% Own	Type
#1		POSTON JANICE PATTERSON				
#2						
#3						

Street #1: 10786 BARBERVILLE RD
 Street #2:
 City/Town: INDIAN LAND
 Province/State: SC Postal: 29707-0000
 Country: D.O.B.: MM/DDYY
 Owner Occupied: Sale Date: 8/23/1979
 Account Type: Legal Reference: Owner Lookup Number: 100
 Home Phone: Cell Phone: Work Phone: Email: Separate Bill: Valid Owner: Private Info:

Sales Exemptions Other Parties

Exhibit 4

Parcel ID: 0008-00-040.02

Account: 214
 Sticker #:
 Location: 10786 BARBERVILLE RD Indian Land
 Land Use: QR - QualRes
 Owner #1: POSTON JANICE PATTERSON

Market Adj Value	Current
Calc. Land Area:	4.927
Full Market Value:	246,900
Building Value:	89,100
Yard Items:	157,800
Land Value:	246,900
Total Value:	9,876
Assessed Value:	246,900
Capped Total:	

Sales Information
 Grantor:
 Sale Price: 0
 Sale Date: 3/23/1979
 Legal Ref: D006-8859

Validity: Sold Vacant: No

Card: 1/1
 District: 01 - County
 Ent Parcel Area: 4.9274 - AC

Neigh: 01 - 01
 Own Type:
Legal Description

Year: 2013
 4.927
 246,900
 89,100
 157,800
 246,900
 9,876
 246,900
 Reval./Market Districts: 01
Narrative Description

This parcel contains 4.927 AC of land mainly classified as QualRes with a Singl Fam Dw Building built about 1980 having primarily Brick Exterior and 1480 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Edm.

No Picture Available

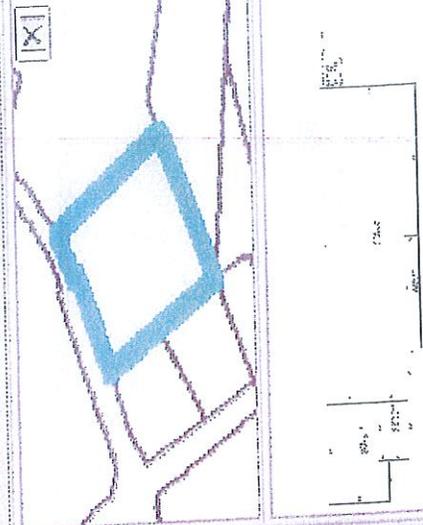


Exhibit 4

Location: 10858 BARBERVILLE RD Indian Land

Card: 1 of 1

Parcel ID: 0003-00-040.00

Current Owner: ID/Factors/Taxes

Current Ownership

Title	Last Name	First Name	Res ex	% Own	Type
#1:	KNABENSHUE MICHAEL R &	JENNIFER O	<input type="checkbox"/>		
#2:			<input type="checkbox"/>		
#3:			<input type="checkbox"/>		

Street #1: 10858 BARBERVILLE RD Home Phone: _____
 Street #2: _____ Cell Phone: _____
 City/Town: INDIAN LAND Work Phone: _____
 Province/State: SC Postal: 29707-0000 Email: _____

Account Type: _____ Separate Bill:
 Legal Reference: 363-163 Valid Owner:
 Sale Date: 9/22/2006 Owner Lookup Number: 34928 Private Info:

Owner Occupied: _____

Sales Exemptions Other Parties

Parcel ID: 0003-00-040.00

Account: 212
 Sticker #:
 Location: 10358 BARBERVILLE RD Indian Land
 Land Use: QR - QualRes
 Owner #1: KNABENSHUE MICHAEL R & JENNIFER O

Card: 1/1
 District: 01 - County
 Ent Parcel Area: 1.46 - AC
 Neigh: 01 - 01
 Own Type: Own

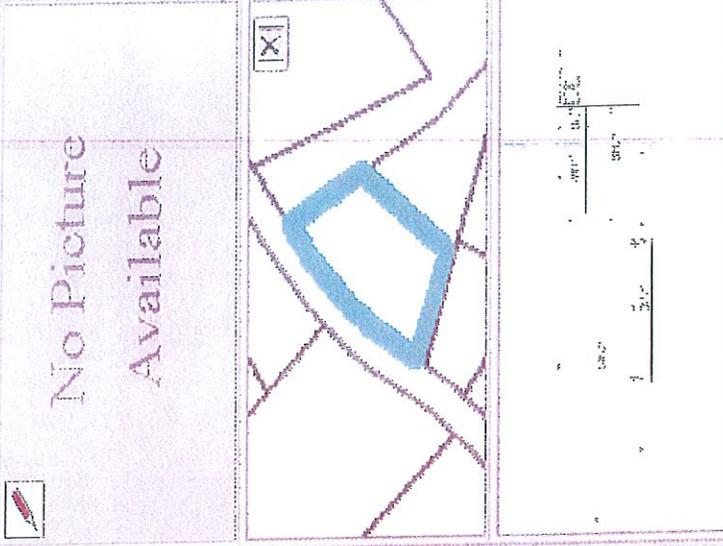
Market Adj Value

	Current	Year 2013	Legal Description
Calc. Land Area:	1.460	1.460	
Full Market Value:	137,600	137,600	
Building Value:	86,600	86,600	
Yard Items:			
Land Value:	51,000	51,000	
Total Value:	137,600	137,600	
Assessed Value:	5,504	5,504	
Capped Total:	137,600	137,600	

Sales Information
 Grantor: PATTERSON MAMIE B.
 Sale Price: 5
 Sale Date: 9/22/2006
 Legal Ref: 363-163

Validity: 9K
 Sold Vacant: No

Reval/J Market Districts: 01
Narrative Description
 This parcel contains 1.46 AC of land mainly classified as QualRes with a Sing Fam Dw Building built about 1972, having primarily Brick Exterior and 1604 Square Feet, with 0 Unit, 2 Baths, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.



No Picture Available

Office Notes

Notes

Exhibit 4

Exhibit 5

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2013-1251

~~Indicates Matter Stricken~~
Indicates New Matter

AN ORDINANCE

TO AMEND SECTION 2.1.5 OF APPENDIX B OF THE LANCASTER COUNTY CODE (UNIFIED DEVELOPMENT ORDINANCE OF LANCASTER COUNTY), RELATING TO OVERLAY DISTRICTS, SO AS TO PROVIDE FOR CLUSTER SUBDIVISION OVERLAY DISTRICTS; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Cluster Subdivision Overlay Districts.

Section 2.1.5 of Appendix B of the Lancaster County Code (Unified Development Ordinance of Lancaster County) is amended by adding:

- /6. The CSOD, Cluster Subdivision Overlay District, is hereby established. Cluster subdivisions are residential developments which offer an alternative to traditional subdivision design, with the principle purpose being to encourage open space in exchange for a reduced lot size. Cluster subdivisions shall be designed using a site planning technique that concentrates buildings and structures to the most buildable areas of a site, in order to preserve the remaining area as open space for recreation and preservation of significant site features. Reductions below the minimums otherwise required by the UDO for lot area, lot width, and setbacks are allowed within a CSOD, and such reductions are only permissible within a CSOD. By preserving open space, a cluster subdivision will provide another tool by which the County shall preserve its rural character. Cluster subdivisions are permitted in low to moderate density single-family residential districts, specifically, (i) R-30, Low Density Residential/Agricultural District, (ii) R-30P, Low Density Residential/Agricultural Panhandle District, (iii) R-15, Moderate Density Residential/Agricultural District, and (iv) R-15P, Moderate Density Residential/Agricultural Panhandle District. Cluster subdivisions are not permitted in any residential use district in which multiple-family developments or manufactured homes are allowed. Cluster Subdivision Overlay Districts are subject to the following general provisions:

- a. Minimum acreage: The minimum tract area for a cluster subdivision shall be thirty-(30)-gross acres, shall consist of contiguous parcels, and must adjoin or have direct access to at least one collector street.
- b. Minimum lot area: The minimum lot area (in square feet) per dwelling unit within a cluster subdivision shall be 5,000 square feet. This shall be the minimum lot area allowed for any lot with the minimum lot width of fifty feet (50'), as defined in item (c). The minimum lot area per dwelling unit shall increase proportionately with an increase in lot width.
- c. Minimum lot width: In a cluster subdivision, where both central water and sewer services are available and adequate, the minimum lot width shall be fifty feet (50').
- d. Variety of lot sizes: Individual lots in a cluster subdivision shall vary in size and layout. No more than thirty-four percent (34%) of the lots in a cluster subdivision shall have a single designated lot width. The following shall also apply:
 - 1. The minimum separation between any two designated lot widths shall be ten feet (10'). For example, if thirty-four (34%) of the total number of lots has a lot width of fifty feet (50'), thirty-four (34%) could have a lot width of sixty feet (60'), and the remaining could have a lot width of seventy feet (70') or greater.
 - 2. The planning commission may allow a developer to vary the width of individual lots to accommodate site restrictions (i.e., easements, corner lot widths, etc). However, such lots shall be counted with the nearest designated lot width.
- e. Setbacks: The following minimum setbacks are required for individual lots within a cluster subdivision:
 - 1. Front Yard: The minimum front yard setback shall be twenty feet (20'). The front yard setback for a corner lot shall be as set forth in Chapter 5 of the UDO;
 - 2. Rear Yard: The minimum rear yard setback shall be thirty feet (30');
 - 3. Side Yard: The minimum side yard setback shall be seven feet (7'). However, a minimum side yard setback of five feet (5') is permissible provided all of the following conditions are met:
 - i. Dwelling units shall have fire resistant siding within a side yard. These materials are to be approved by the Lancaster County Building Official (i.e. brick, masonry, stone, concrete siding). Vinyl siding is not permissible within a five foot (5') side yard;
 - ii. Vented soffits are not permissible within a five foot (5') side yard. Unvented soffits shall be permissible if no less than ten feet (10') from an adjacent dwelling unit or structure; and
 - iii. Windows of dwelling units shall be offset from the windows of adjacent units within a five foot (5') side yard.
- f. Open space requirement: For a cluster subdivision, no less than twenty-five percent (25%) of the site acreage, not including primary conservation areas as defined in subitem (3) of this item (f), shall be set aside in perpetuity as open space. Open space shall be clearly labeled as such on any preliminary or final plat (including sketch plans) submitted for review. Open space in a cluster subdivision is also subject to the following:
 - 1. Open space shall be defined as set forth in Chapter 19 of the UDO and as outlined in Section 17.1 of the UDO. Open space may include, but is not limited to, passive recreation, and natural preservation of important scenic vistas, environmentally sensitive lands, habitat for wildlife, and historically or archaeologically significant areas. Structures, swimming pools, and athletic facilities shall not count as open space. However, structures are permitted in the open space when they serve an accessory function, such as a gazebo, fishing dock, playground equipment or play structures;
 - 2. The amount of open space required to be set aside shall be determined by the following formula:

Open Space Set Aside = Total Parcel minus Primary Conservation Areas multiplied by
Open Space Percentage then added to Primary Conservation Areas

$$TO = ((TP - PC) \cdot OSP) + PC$$

- TO = Total Open Space Set Aside (acres)
- TP = Total Parcel (acres)
- PC = Primary Conservation Areas (acres)
- OSP = Open Space Percentage (% of Improvable Area)

Note: See Item 1 of this Subsection 6 for an example of how these formulas are applied;

3. Primary Conservation area includes those areas that cannot otherwise be built upon or improved and therefore would be preserved in a conventional development. Such areas specifically include wetlands, surface waters, and intermittent stream channels;
4. To fulfill the requirements of this item (f), the following shall be included in the required open space where practicable:
 - i. Wooded areas;
 - ii. Scenic vistas;
 - iii. Streams, ponds, wetlands and floodplains;
 - iv. Buffers, including landscaped, perimeter, river and stream;
 - v. Areas containing slopes in excess of twenty-five percent (25%);
 - vi. Other areas containing unusual natural site features (such as major rock formations); and
 - vii. Other environmentally, historically or archaeologically significant or unique areas;
5. Open space shall be contiguous to the extent practicable, when not restricted by topography, existing water body and other natural features;
6. Pedestrians shall have access to open space;
7. Open space shall be deed restricted and shall not be developed for use other than open space;
8. Open space shall remain under the ownership and control of the developer (or successors) or a homeowners association or similar organization that satisfies the criteria established in Section 17.4 and 17.5 of the UDO. The person or entity identified as having the right of ownership and control over such open space shall be responsible for the continuing upkeep and proper maintenance of the open space. The County shall have no responsibility for the maintenance of open space areas. If open space location meets a need in the County comprehensive plan, the County and developer may consider conveyance of completed open space to the County, upon planning commission and Council approval; and
9. A cluster subdivision shall include provisions for the protection of trees and other natural amenities within the area or areas designated for open space. The removal of trees and natural vegetation in designated open space is strongly discouraged, though it is permitted during the development phases for the purpose of trails and other such recreational improvements as approved by planning staff. All open space shall be clearly labeled as such on any preliminary or final plat (including sketch plans) submitted for review. Trees over twenty-four inches (24") in diameter (DBH) shall be preserved and incorporated in designated open space where practicable, and upon the request of planning staff such trees existing within areas designated for trails and other such recreational improvements may also need to be shown and labeled. Upon completion of development phases, no person or entity shall remove or destroy any trees or natural vegetation from designated open space without approval from the zoning administrator.

- However, normal maintenance and removal of dead or fallen trees are permitted and recommended, and shall be the responsibility of the person or entity identified as having the right of ownership as outlined in subitem (8) of this item (f).
- g. Maximum density: The maximum number of dwelling units allowed per acre for a cluster subdivision shall not exceed the maximum for the residential use district in which it is located, as set forth in Section 2.1.1 of the UDO, where the total number of dwelling units allowed shall be based on the gross acreage of the site. For example, when the CSOD is located within the R-30, Low Density Residential/Agricultural District, where the maximum density is two and one-half (2.5) dwelling units per acre, a one hundred (100)-acre parcel of land shall be allowed to have no more than two hundred fifty (250) dwelling units built on the site. By comparison, when the CSOD is located within the R-30P, Low Density Residential/Agricultural Panhandle District, where the maximum density is one and one-half (1.5) dwelling units per acre, a one hundred (100)-acre parcel of land shall be allowed to have no more than one hundred fifty (150) dwelling units built on the site (See Item 1 of this Subsection 6 for additional examples).
 - h. Commercial requirement: There shall be no required commercial uses within a cluster subdivision.
 - i. Connectivity: The proposed cluster subdivision must have a minimum connectivity index of 1.4 as set forth in Section 13.7.9.1 of the UDO. The following shall also apply:
 - 1. Any cluster subdivision which will result in one hundred fifty (150) or more dwelling units dependent on a single point of access shall require the provision of a second means of ingress/egress and is subject to the requirements of Section 13.7.8.9 of the UDO;
 - 2. One (1) stubbed out street shall be required to be provided to any adjacent undeveloped parcel or parcel used for a single-family home that contains a minimum of five (5) acres as set forth in Section 13.7.10.3 of the UDO. However, the planning commission may alter this requirement if the developer demonstrates that the connection would be difficult to provide because of topographical reasons; and
 - 3. Where practicable, the proposed cluster subdivision is required to connect to open space (i.e. bike paths, walking/hiking trails, etc) in adjacent developments.
 - j. Site planning review standards: A cluster subdivision shall follow the site plan review standards and procedures as set forth in Chapter 13 of the UDO, including but not limited to Section 13.6. Furthermore, planning staff shall also include the following in their review:
 - 1. Overall site design shall be harmonious in terms of landscaping, enclosure of principal and accessory uses, sizes of structures, street patterns, and use relationships;
 - 2. The site layout shall accommodate and preserve any features of historic, cultural, archaeological or sensitive environmental value. Individual lots, buildings, structures, streets, parking areas, utilities and infrastructure shall be designed and sited to minimize the alteration of natural features, vegetation and topography;
 - 3. Where practicable, individual lots, buildings, structures, streets, parking areas, utilities and infrastructure should be designed and sited to be compatible with surrounding development patterns;
 - 4. Where practicable, open space shall be located on a site in such a manner so that view sheds from existing public right-of-way are not obstructed, but are enhanced by the open space;
 - 5. Private streets are permitted in a cluster subdivision, provided such streets meet the construction standards of Chapter 13 of the UDO and Chapter 26 of the Lancaster County Code. The following shall apply:
 - i. As required in Section 26-61 of the Lancaster County Code, the minimum right-of-way and pavement width shall be as follows:

Exhibit 5

Road Type	Right-of-Way (feet)	Pavement (feet)
Local (closed drainage)	50	20
Local (open drainage)	66	20
Collector	66	24

- ii. On-street parking is permitted in a cluster subdivision where adequate right-of-way and pavement width is provided in accordance with standards of the South Carolina Department of Transportation (SCDOT); and
 - iii. To ensure adequate clearance for emergency vehicles in a cluster subdivision, the planning commission may require signage and/or pavement markings to clearly indicate areas where on-street parking is prohibited;
6. Installing sidewalks on both sides of local streets in a cluster subdivision is encouraged. At a minimum, a sidewalk will be required on at least one side of every local street, with a sidewalk required on both sides of arterial and collector streets. Local, arterial and collector streets shall be clearly labeled as such on any preliminary or final plat submitted for review;
 7. A traffic impact analysis shall be provided to the Development Review Committee (DRC) at the time of the DRC submittal for any development within a CSOD, as required in Section 13.7.10.1 (c) of the UDO. The traffic impact analysis must be conducted and sealed by a licensed South Carolina professional engineer hired by the applicant. The cost of the traffic impact analysis shall be paid by the applicant. Any road improvements, which are determined to be necessary, based on the results of the traffic impact analysis, shall be required to be incorporated into the final site plan prior to approval being given by the Development Review Committee. 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, the County may choose to hire a third-party consultant to assist in this review at the request of the planning department. The applicant is responsible for fees associated with this review;
 8. In general, landscaping requirements for a cluster subdivision shall comply with the requirements of Chapter 12 and Chapter 22 of the UDO. However, the planning commission may vary such requirements in response to applications demonstrating alternative landscaping based on creative site planning. Existing trees and natural vegetation shall be retained wherever possible and shall count towards meeting the landscaping requirements;
 9. The following buffer requirements shall apply for a cluster subdivision:
 - i. In general, buffer requirements for a cluster subdivision shall comply with the requirements of Chapter 12 of the UDO where a buffer yard may be required between adjacent zoning districts;
 - ii. Existing trees and natural vegetation shall be retained wherever possible and shall count towards meeting the buffer requirements;
 - iii. Ingress/egress to the property shall be allowed within a buffer, as well as utility easements and sidewalks;
 - iv. A fifty foot (50') buffer shall be required on the frontage of all existing public streets. Where there is insufficient natural vegetation to provide a visual buffer for principal structures, plantings shall be installed by the developer. A minimum of twenty-five percent (25%) of the trees and seventy-five percent (75%) of the shrubs shall be evergreens;

$$TO = ((TP - PC) OSP) + PC$$

TO = Total Open Space Set Aside (acres)
 TP = Total Parcel (acres)
 PC = Primary Conservation Areas (acres)
 OSP = Open Space Percentage (% of Site Acreage excluding PC)

TO = Total Open Space Set Aside
 TP = 500 acres Total Parcel
 PC = 100 acres Primary Conservation Areas
 OSP = 25% (or .25) Open Space Percentage

$$TO = ((500 - 100) .25) + 100$$

$$TO = ((400) .25) + 100$$

$$TO = (100) + 100$$

TO = 200 acres of Total Open Space Set Aside

Example C Assume that a one thousand (1000) acre parcel is being developed. The residential use district is R-30, Low Density Residential/Agricultural District, where the maximum density is two and one-half (2.5) dwelling units per acre. Assume that there are one hundred (100) acres of Primary Conservation area. The open space percentage is twenty-five percent (25%) (or as a decimal, .25).

1. The following formula would be used to determine the total number of dwelling units allowed:

Total Dwelling Units Allowed = Total Parcel multiplied by Maximum Dwelling Units per Acre

$$TU = (TP) (DUA)$$

TU = Total Units Allowed (dwelling units)
 TP = Total Parcel (acres)
 DUA = Maximum Dwelling Units per Acre (dwelling units/acres)

$$TU = (1000) (2.5)$$

TU = 2500 Total Lots or Dwelling Units Allowed

2. The following formula would be used to determine the amount of the site acreage to be set aside as open space:

Total Open Space Set Aside = Total Parcel minus Primary Conservation Areas multiplied by Open Space Percentage then added to Primary Conservation Areas

$$TO = ((TP - PC) OSP) + PC$$

TO = Total Open Space Set Aside (acres)
 TP = Total Parcel (acres)
 PC = Primary Conservation Areas (acres)
 OSP = Open Space Percentage (% of Site Acreage excluding PC)

Exhibit 5

TO = Total Open Space Set Aside
TP = 1000 acres Total Parcel
PC = 100 acres Primary Conservation Areas
OSP = 25% (or .25) Open Space Percentage

$TO = ((1000 - 100) .25) + 100$
 $TO = ((900) .25) + 100$
 $TO = (225) + 100$
TO = 325 acres of Total Open Space Set Aside/

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon third reading.

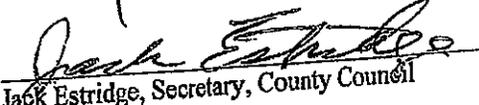
SIGNATURES FOLLOW ON NEXT PAGE.

Exhibit 5

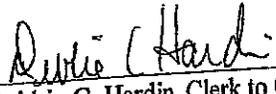
AND IT IS SO ORDAINED, this 13th day of January, 2014.

LANCASTER COUNTY, SOUTH CAROLINA


Larry McCullough, Chair, County Council

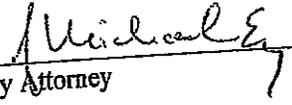

Jack Estridge, Secretary, County Council

ATTEST:


Debbie C. Hardin, Clerk to Council

First Reading: November 25, 2013
Second Reading: December 9, 2013
Third Reading: January 13, 2014

Approved as to form:


County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

UDO-TA-014-011 – Lancaster County – Amend Future Land
Use Map for MI Homes {Public Hearing} pgs. 126-127

Penelope Karagounis

Conclusions:

Action items:

Person responsible:

Deadline:

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

Fax (803) 285-6007

TO: Lancaster County Planning Commission

FROM: J. Elaine Boone, Planner II

SUBJECT: Amendment by Lancaster County to the Lancaster County Comprehensive Plan Entitled: The New Millennium: A Comprehensive Plan for Lancaster County and Its Municipalities by Amending the Future Land Use Map (Land Use Element)

DATE: May 20, 2014

A requirement of the both the state development agreement act (Sec. 6-31-10 through Sec. 6-31-160), in particular, Section 6-31-60, What Development Agreement Must Provide; What it May Provide; Major Modification Requires Public Notice and Hearing, and the county development agreement ordinance [Ord. #663, Sec 6., Mandatory Content of Agreement, (I)] is that the proposed development must be in compliance with the county's Comprehensive Plan. The current Comprehensive Plan for the county was adopted in 2013 and is a guide for the future development of the county.

The Comprehensive Plan divides all of the residential areas of the county into either the "low density residential" category or the "residential" category. The residential category north of Highway 5 has a density of 1.5 units per acre.

The adopted Future Land Use Map contained in the Land Use Element of the Comprehensive Plan shows the area where MI Homes is to be built as a residential area at 2.0 units per acre. Therefore, the proposed development is not in compliance with the Future Land Use Map for the county and does not meet one of the requirements contained in both the state development agreement act and county development agreement ordinance.

For this requirement of the state development agreement act and county development agreement ordinance to be met, Lancaster County development has submitted an application to amend the Future Land Use Map of the county to change the land use designation on the Future Land Use Map for the area covered by the proposed MI Homes Development from low residential development to residential development. This is the only change being requested.

This amendment to the Comp. Plan will need to be adopted by a resolution.

*Proud to serve the citizens of Lancaster County,
and the Towns of Heath Springs & Kershaw*

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. U00-TA-014-011 Date Received _____ Fee Paid N/A

1. 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)

2. Give either exact address or tax map reference to property for which a district boundary change is requested: _____

3. How is this property presently designated on the map? _____

4. How is the property presently being used? _____

5. What new designation or map change do you purpose for this property? _____

6. What new use do you propose for the property? _____

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

7. 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 notarized letter from property owner:

8. If this involves a change in the Ordinance text, what section or sections will be affected? _____

9. Explanation of and reasons for proposed change: The map Amendment proposes to change App. 165 acres located north of Harrisburg Road →
(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)

Lancaster County

ADDRESS:

P.O. Box 1809
Lancaster, SC 29721

Phone: 803-285-6005



SIGNATURE

→ And to the east of Barberville Rd in the Indian Land Community of Lancaster County, SC from Low Density Residential to Residential see attached copy of TLN AD or Carolina Gateway.

DA-014-002 – Development Agreement/MI Homes – Barber
Rock South (Barberville Road Site)
{Public Hearing} pgs. 128-164

Penelope Karagounis

Conclusions:

Action items:

Person responsible:

Deadline:

Action items:	Person responsible:	Deadline:

Planning Staff Report

I. Facts

A. General Information

MI Homes of Charlotte, LLC (Barberville Road site) has submitted an application to enter into a development agreement with Lancaster County. The site is located in the panhandle area of the County on Barberville Road (Tax Map 4, Parcels 1 and 2; Tax map 3, Parcels 40, 40.02, 40.04, 40.06, 40.09, 40.13). The site contains a total of 164.40 acres. The development uses proposed on the property are single-family residential lots and active adult lots. The current zoning of the property is R-15P, Moderate Density Residential/Agricultural Panhandle District. The applicant is currently in the rezoning application stages to rezone the properties to R-15, Moderate Density Residential/Agricultural District with a Cluster Subdivision Overlay District.

The plan is to develop the site with 328 lots. There will be 208 single-family lots and 120 active adult lots. Under this development agreement, Barberville Road Site (MI Homes of Charlotte, LLC) would be vested for five years.

A development agreement is an agreement between the developer and the County. This development agreement needs to comply with the state and local requirements for development agreements. The state requirements and Ordinance #663, which establishes the county's requirements for a development agreement, are also attached.

TEXT:

See Attached Document – Exhibit 3

II. Findings

The attached document has been reviewed by the County Council Development Agreement Committee (Steve Harper, Chair; Larry McCullough, and Larry Honeycutt); Steve Willis, County Administrator, Mike Ey from McNair Law Firm, and Penelope G. Karagounis, Lancaster County Planning Director.

Exhibits:

- 1) Property Location
- 2) Development Agreement Process
- 3) Proposed Development Agreement

Summary of Agreements

1. **\$500 for each lot created from the property for residential dwelling units for the Lancaster County School District.**
2. **Developer agrees to pay the County 250,000 by July 1, 2015 to be used for public safety purposes (the "Public Safety Payment").**

3. **Developer agrees to donate to County, by the time of final plat approval for the first phase of the Barberville Road Site development, either the approximately ___ acres of land (for substation property) or \$50,000. If they choose to give money, then the monies shall be used for acquisition of a site for a station for the Pleasant Valley Fire Protection District or for capital improvements for the Pleasant Valley Fire Protection District.**
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. PRIVATE ROADS. The Developer will be responsible for landscaping at the entrance of their property and they will be responsible in obtaining any easements from SCDOT.**
5. **County acknowledges that Developer intends to develop the portion of the Property shown as Pod E and Pod F, consisting of approximately fifty-four acres, located south of Clem's Branch Creek on the rezoning plan, into an age-restricted community where at least eighty percent (80%) of the residential dwelling units must be occupied (not owned) by at least one person fifty-five (55) years of age or older as permitted under the Fair Housing Act, as amended.**

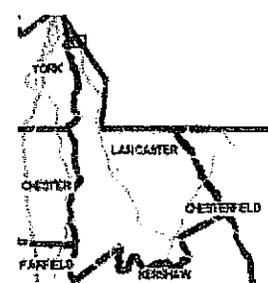
The development agreement is not consistent with the County's Comprehensive Plan. An amendment to the Comprehensive Plan will be needed in order for the development agreement to comply with Section 2.01 of the development agreement.

III. Recommendation of Planning Staff

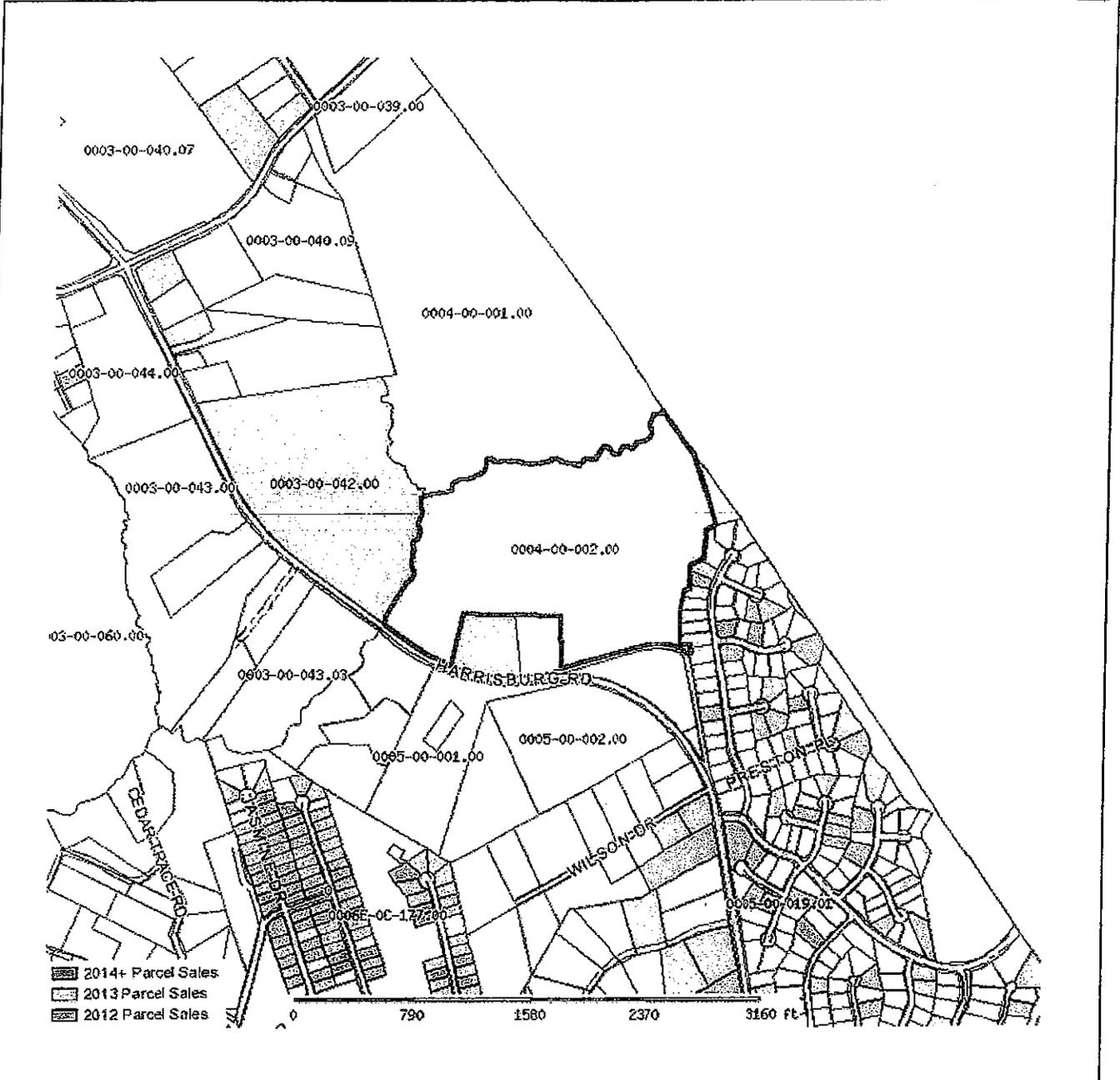
It is the recommendation of the planning staff that the above development agreement be approved contingent on the amendment to the Lancaster County Comprehensive Plan. The Planning Commission will review the current text and make a recommendation to the MI Homes of Charlotte, LLC (Barberville Road site). Then the recommendations of the Planning Commission are submitted to the Development Agreement Committee for its consideration. The Development Agreement Committee shall submit a report on the proposed agreement to Council, taking into consideration all relevant information. Upon receipt of the report from the Development Agreement Committee, Council takes such action as it deems appropriate. Action Council may take, includes, but is not limited to, no action or passage of an ordinance approving the proposed agreement.



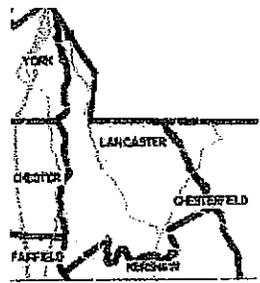
Lancaster County Assessor			
Parcel: 0004-00-001.00 Acres: 79.05			
Name:	ACTS RETIREMENT-LIFE COMMUNITY	Land Value	\$2,721,500.00
Site:	STATE LINE	Improvement Val	\$0.00
Sale:	\$33,249,757 on 01-2001 Vacant= Qual=0	Accessory Value	\$0.00
Via:	PO BOX 90 WEST POINT, PA 19486-0090	Total Value	\$2,721,500.00



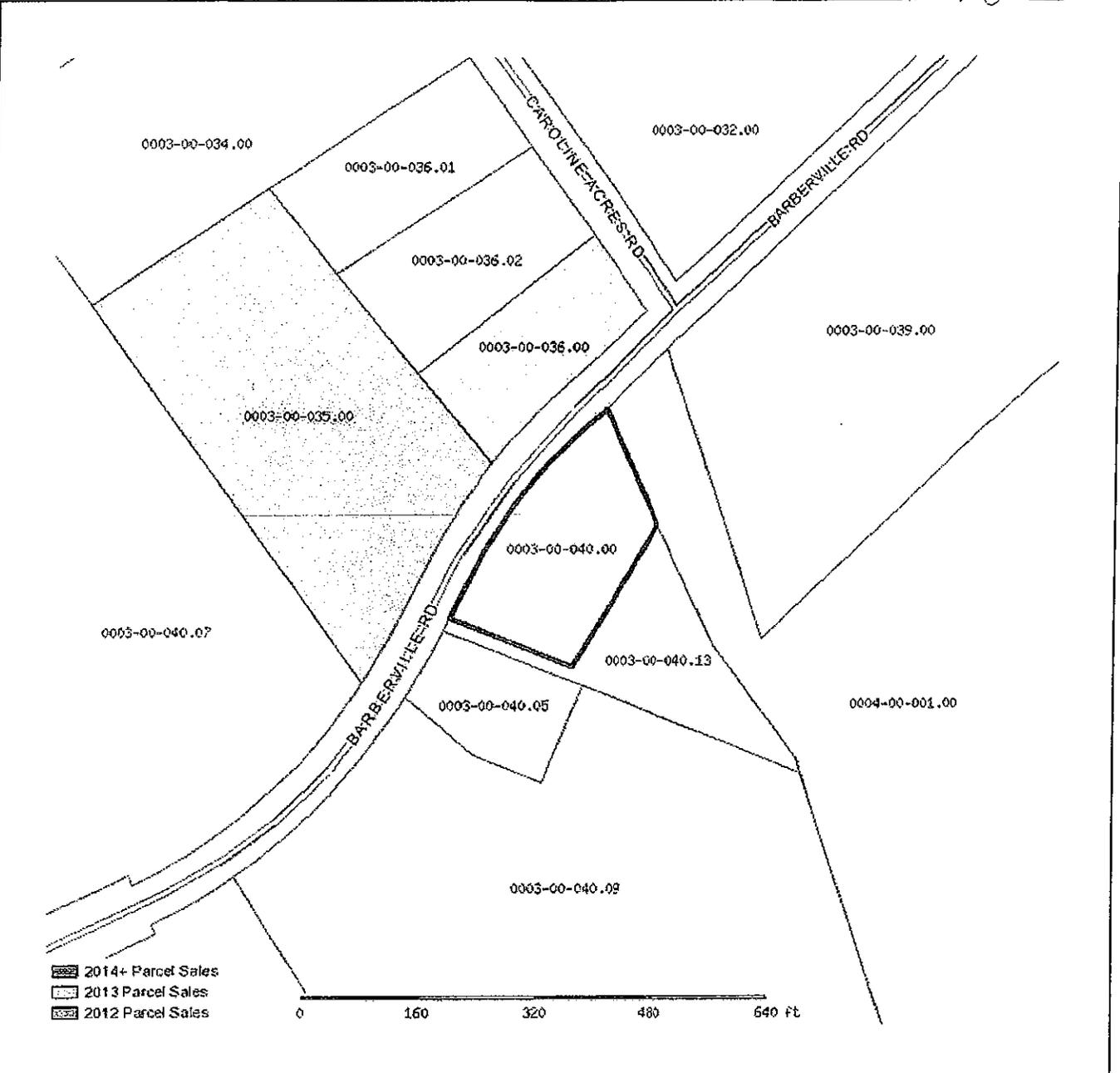
The Lancaster County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before 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—
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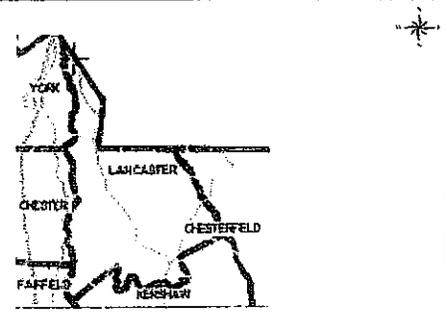
Lancaster County Assessor			
Parcel: 0004-00-002.00 Acres: 53.93			
Name	SAUER PROPERTIES INC	Land Value	\$1,894,236.00
Site	STATE LINE	Improvement Val	\$0.00
Sale	\$\$100 on 08-1987 Vacant= Qual=	Accessory Value	\$0.00
Val	2000 W BROAD ST RICHMOND, VA 23220-0000	Total Value	\$1,894,236.00



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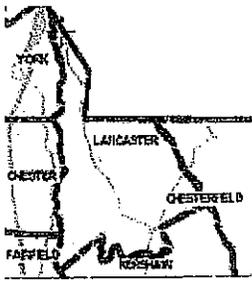
Lancaster County Assessor			
Parcel: 0003-00-040.00 Acres: 1.46			
Name	KNABENSHUE MICHAEL R & JENNIFE	Land Value	\$51,000.00
Site	10858 BARBERVILLE RD	Improvement Val	\$86,600.00
Sale	\$\$\$ on 09-2006 Vacant= Qual=9K	Accessory Value	\$0.00
Mail	10858 BARBERVILLE RD	Total Value	\$137,600.00
	INDIAN LAND, SC 29707-0000		



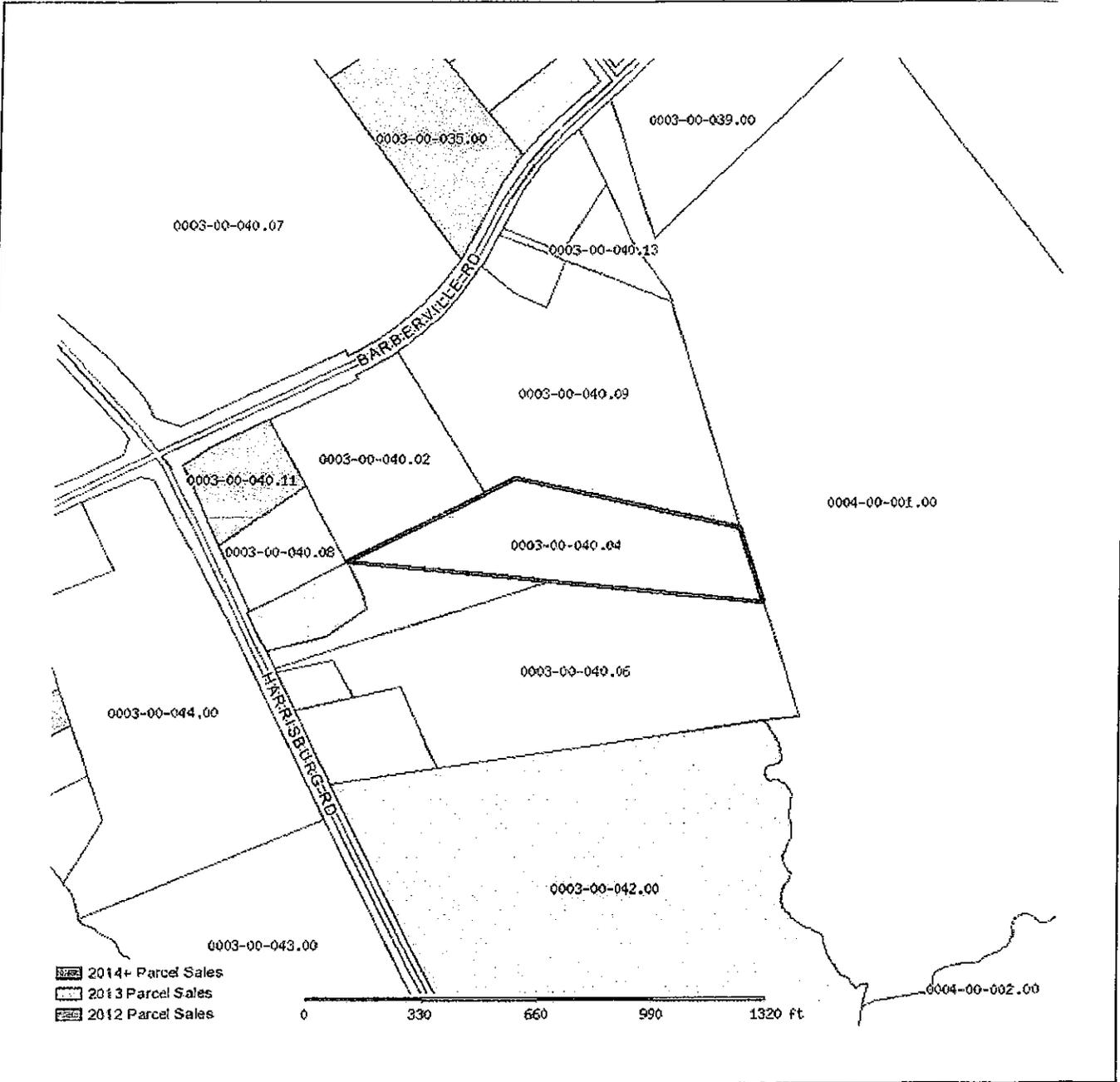
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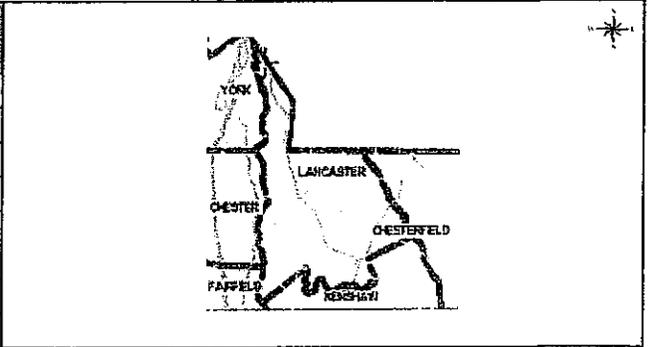
Lancaster County Assessor			
Parcel: 0003-00-040.02 Acres: 4.93			
Name:	POSTON JANICE PATTERSON	Land Value:	\$157,800.00
Site:	10786 BARBERVILLE RD	Improvement Val:	\$89,100.00
Sale:	\$0 on 08-1979 Vacant= Qual=	Accessory Value:	\$0.00
Map:	10786 BARBERVILLE RD	Total Value:	\$246,900.00
	INDIAN LAND, SC 29707-0000		



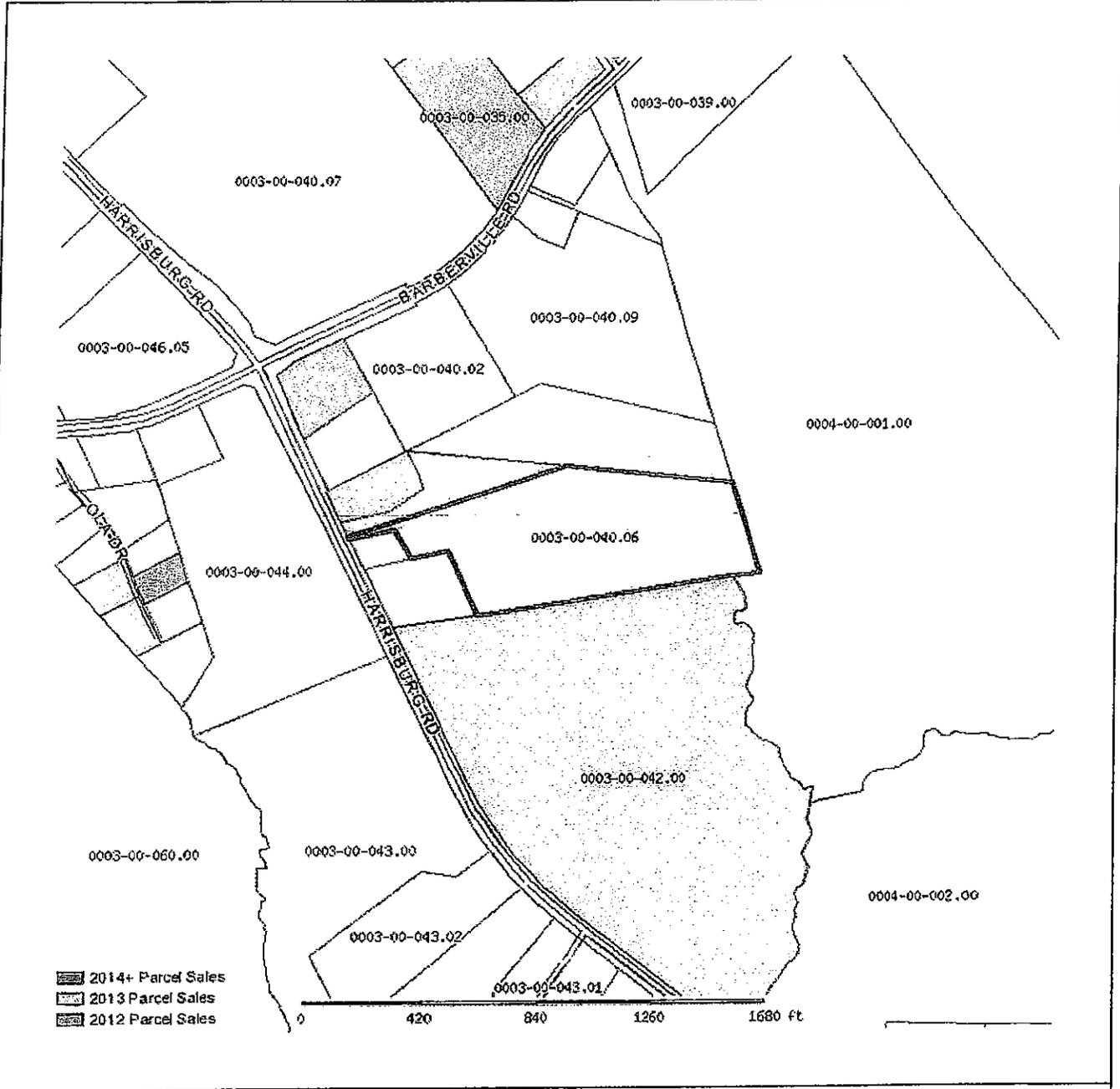
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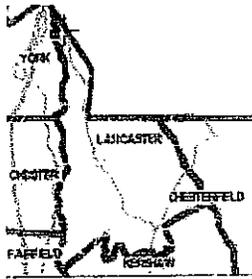
Lancaster County Assessor			
Parcel: 0003-00-040.04 Acres: 5.13			
Name:	POSTON JANICE PATTERSON	Land Value	\$164,160.00
Site:	BARBERVILLE RD	Improvement Val	\$0.00
Sale:	\$\$5 on 09-1993 Vacant= Qual=9R	Accessory Value	\$0.00
Mail:	10786 BARBERVILLE RD INDIAN LAND, SC 29707-0000	Total Value	\$164,160.00



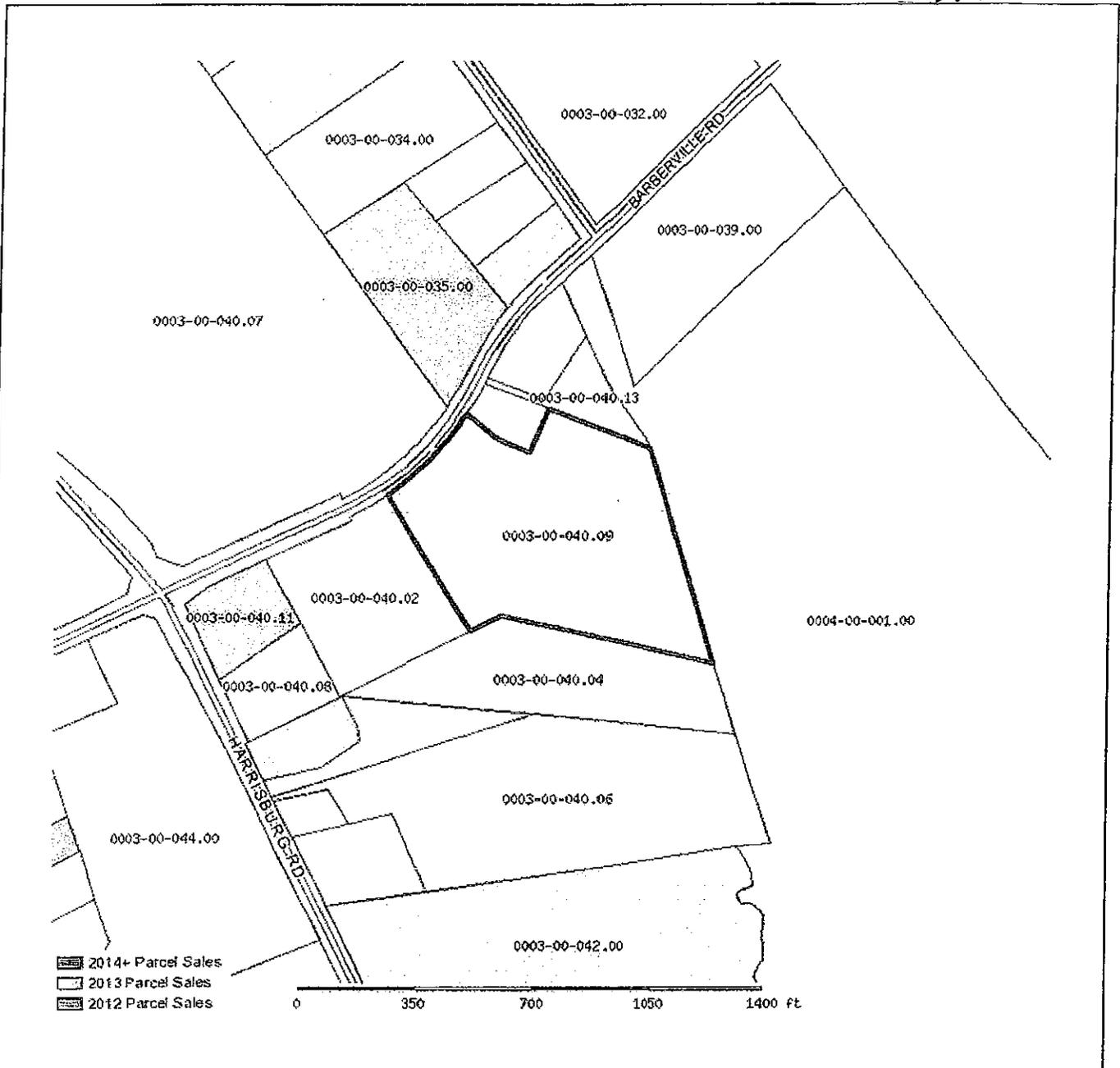
The Lancaster County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before 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—
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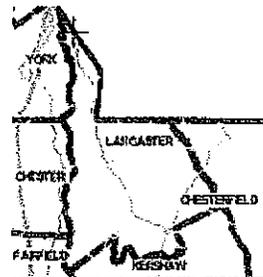
Lancaster County Assessor			
Parcel: 0003-00-040.06 Acres: 11.32			
Name	MIE B PATTERSON REVOCABLE LI % PAT	Land Value	\$372,184.00
Site	HARRISBURG ROAD	Improvement Val	\$0.00
Sale	\$S1 on 08-2009 Vacant= Qual=1	Accessory Value	\$0.00
Address	10858 BARBERVILLE RD	Total Value	\$372,184.00
Mail	INDIAN LAND, SC 29707-0000		



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—
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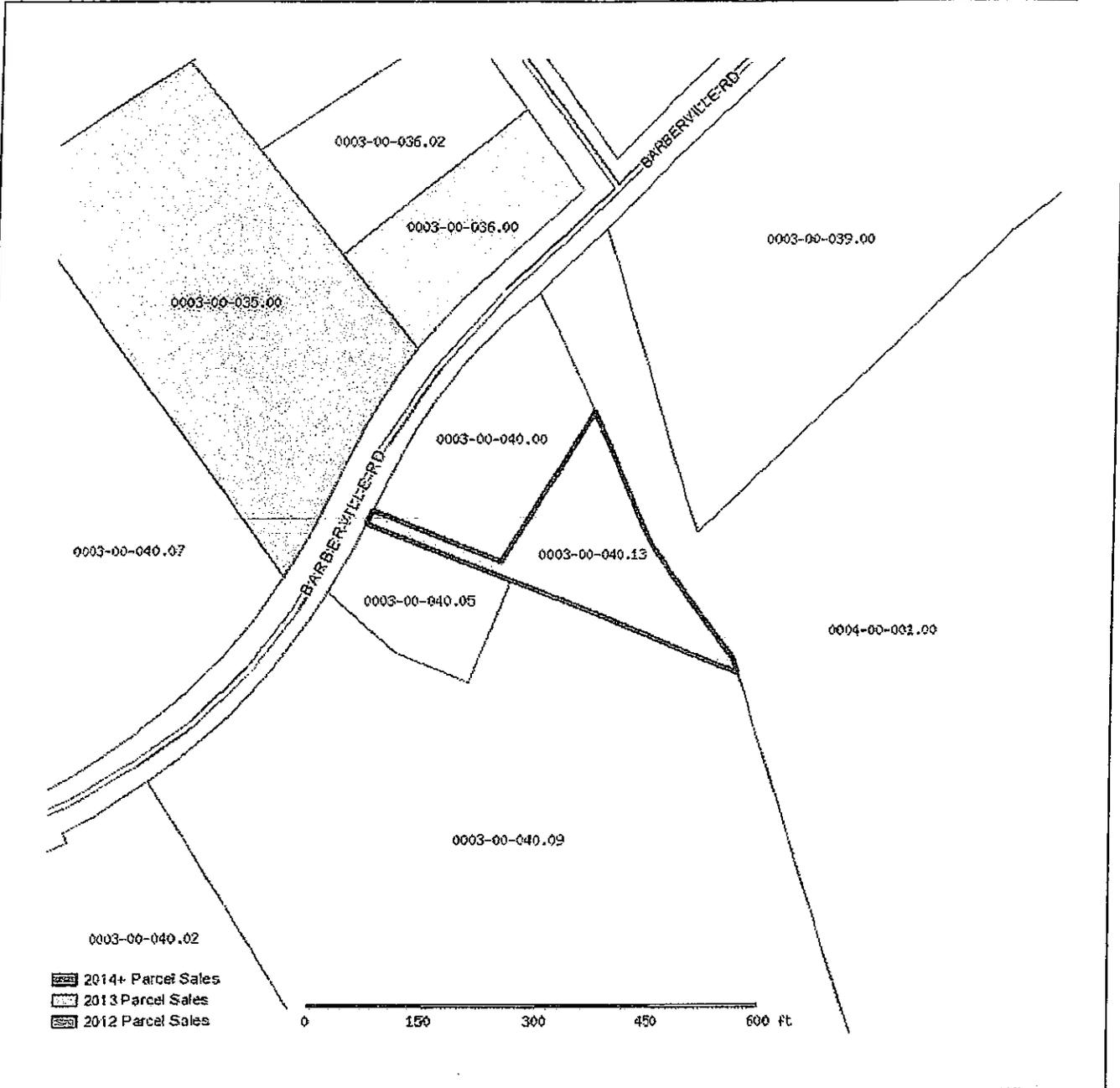


Lancaster County Assessor			
Parcel: 0003-00-040.09 Acres: 10.14			
Name:	MACKENZIE SHIRLEY PATTERSON	Land Value	\$325,592.00
Site:	10800 BARBERVILLE RD	Improvement Val.	\$29,800.00
Sale:	\$55 on 09-1997 Vacant= Qual=9R	Accessory Value	\$1,500.00
	10800 BARBERVILLE ROAD	Total Value	\$356,892.00
Mail:	INDIAN LAND, SC 29707-0000		

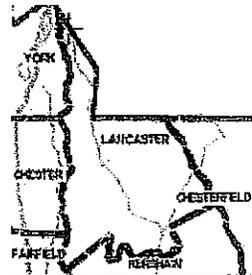


The Lancaster County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before 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: 04/02/14 : 15:56:37



Lancaster County Assessor			
Parcel: 0003-00-040.13 Acres: 1.02			
Name:	MACKENZIE SHIRLEY P	Land Value:	\$40,500.00
Site:	10866 BARBERVILLE RD	Improvement Val:	\$156,800.00
Sale:	\$\$5 on 04-2007 Vacant= Qual=2	Accessory Value:	\$0.00
Mail:	10866 BARBERVILLE RD	Total Value:	\$197,300.00
	INDIAN LAND, SC 29707-0000		



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Date printed: 04/02/14 : 15:55:55

Development Agreement Process

1. The proposed Development Agreement request, including map, project description, and requested items for a Development Agreement are submitted by the developer to the Clerk to Council. 663: Sec. 5(A).
2. The Clerk to Council sends the document to Council, Planning Commission, Planning Staff, Administrator and County Attorney. 663: Sec. 5.
3. The Planning Director reviews the documents, consulting with the County Attorney as needed, and staff (Staff from Fire, EMS, Public Works, Zoning and Planning) to develop a staff perspective to take to the Development Agreement Committee. 663: Sec. 5(C)(2).
4. The Clerk to Council is responsible for ensuring compliance with the notice requirements applicable to the consideration of development agreements.¹ 663: Sec. 5(E).
5. The Development Agreement Committee meets in executive session to review the proposed agreement and the Planning Director's report. The Development Agreement Committee determines its response to the proposed agreement. 663: Sec. 5(C).
6. The Development Agreement Committee's response is provided to the developer for comments and a reply.
7. When the developer and the Development Agreement Committee have agreed on a general framework, the proposed agreement then goes to the Planning Commission for its recommendations. 663: Sec. 5(D).
8. The recommendations of the Planning Commission are submitted to the Development Agreement Committee for its consideration.
9. The Development Agreement Committee shall submit a report on the proposed agreement to Council, taking into consideration all relevant information.
10. Upon receipt of the report from the Development Agreement Committee, Council takes such action as it deems appropriate. Action Council may take, includes, but is not limited to, no action or passage of an ordinance approving the proposed agreement. 663: Sec. 5(F).

¹ Section 5(E) of Ordinance No. 663 provides for two public hearings on the proposed development agreement, one of which will be held by the Planning Commission and the second by the Council. Not less than fifteen (15) days' notice of the time and place of each hearing shall be published in at least one newspaper of general circulation in the county. The notices published for the public hearings must include the information required to be published by Section 6-31-50(B) of the Local Government Development Agreement Act which provides that:

(A) Before entering into a development agreement, a local government shall conduct at least two public hearings. At the option of the governing body, the public hearing may be held by the local planning commission.

(B)(1) Notice of intent to consider a development agreement must be advertised in a newspaper of general circulation in the county where the local government is located. If more than one hearing is to be held, the day, time, and place at which the second public hearing will be held must be announced at the first public hearing.

(2) The notice must specify the location of the property subject to the development agreement, the development uses proposed on the property, and must specify a place where a copy of the proposed development agreement can be obtained.

Penelope Karagounis

From: Ey, Mike [MEy@MCNAIR.NET]
Sent: Wednesday, May 14, 2014 5:18 PM
To: Penelope Karagounis
Cc: Steve Willis; DEBBIE C HARDIN; Steve Harper; Larry McCullough; Larry Honeycutt
Subject: Barberville Road Site Development Agreement
Attachments: COLUMBIA-#1143425-v10-Development_Agreement_-_M_I_Homes_(Barberville_Road).DOC.pdf

Attached is the draft Barberville Road Site Development Agreement for the Planning Commission's review and recommendation at its meeting on May 20. Contact me if you have a question or need additional information. Mike.



J. Michael Ey
Shareholder
mey@mcnair.net | 803 753 3268 Direct | 803 513 7852 Mobile

McNair Law Firm, P.A.
Columbia Office 1221 Main Street | Suite 1800 | Columbia, SC 29201
803 799 9800 Main | 803 933 1539 Fax
Mailing Post Office Box 11390 | Columbia, SC 29211
VCard | Bio URL | Web site

CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any US Federal Tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the internal revenue code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein. This advice may not be forwarded (other than within the taxpayer to which it has been sent) without our express written consent. To read more about this disclosure, please see http://www.mcnair.net/D1D330/portalsresource/IRS_Circular_230.pdf

PRIVILEGE AND CONFIDENTIALITY NOTICE: This communication (including any attachments) is being sent by or on behalf of a lawyer or law firm and may contain confidential or legally privileged information. The sender does not intend to waive any privilege, including the attorney-client privilege, that may attach to this communication. If you are not the intended recipient, you are not authorized to intercept, read, print, retain, copy, forward or disseminate this communication. If you have received this communication in error, please notify the sender immediately by email and delete this communication and all copies.

For Planning Commission Review and Recommendation
at its
May 20, 2014 Meeting

Draft Agreement

------(Space above this line for recording use)-----

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) **DEVELOPMENT AGREEMENT**
)
) **BARBERVILLE ROAD SITE**

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the ____ day of [DATE OF THIRD READING APPROVAL], 2014 ("Agreement Date"), by and among **MI HOMES OF CHARLOTTE, LLC** ("Developer"), a North Carolina limited liability company, and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer has obtained the right to acquire certain real property consisting of approximately 165 acres, more or less, located in the County and known as the Barberville Road Site development.

WHEREAS, Developer has submitted an application to the County requesting that the Barberville Road Site be rezoned to R-15, Moderate Density Residential / Agricultural District with a Cluster ~~Development~~ ^{Subdivision} Overlay District.

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

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

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

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified as 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 M/I Homes of Charlotte, LLC, a North Carolina limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

(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. 2014-_____" means Ordinance No. 2014-_____ of the County zoning the Property R-15, Moderate Density Residential / Agricultural District with a Cluster Development Overlay District.

(11) "Ordinance No. 2014-_____" means Ordinance No. 2014-_____ of the County approving this Agreement.

(12) "Parties" means County and Developer.

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

(14) Reserved.

(15) "UDO" means Ordinance No. 309, as amended, as of the Agreement Date and which is cited as the Unified Development Ordinance of Lancaster County. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.

(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 the Barberville Road Site development.

Section 1.05. Zoning. The Property is zoned R-15, Moderate Density Residential / Agricultural District with a Cluster Development Overlay District, pursuant to Ordinance No. 2014-_____.

Section 1.06. Permitted Uses. (A) The UDO provides 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 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) 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 any purchaser or other successor in title 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. [PLANNING DEPARTMENT IS TO CONFIRM; IF NOT CONSISTENT, THEN AN AMENDMENT TO THE COMPREHENSIVE PLAN WILL BE NECESSARY.]

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 2014-____ 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. 2014-____ 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.

(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) 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. 2014-____ and 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) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(F) For purposes of Subsection (D) of this Section 3.01 and Section 3.03(A)(3), the UDO is anticipated to be amended subsequent to the Agreement Date to provide that financial guarantees will no longer be accepted for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval and these provisions as amended 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, and gas codes adopted by County Council 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, 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. As used in this section and Section 1.09, "Developer" includes an individual or entity who acquires one or more lots and will be the end-user of the lot.

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. School Payments. Developer agrees to pay to the County for the benefit of the Lancaster County School District Five Hundred and No/100 dollars (\$500.00) for each lot created from the Property for residential dwelling units (the "School Payment"). Except as otherwise provided in this section, from the Agreement Date until the end of the fifty-seventh

(57th) month of the Agreement, the School Payment is due and payable at the same time that the County building permit fees for the lot are due and payable. Payment of the School Payment is a condition for the issuance of a building permit. For the period after the fifty-seventh (57th) month, Developer agrees to pay County by the end of the fifty-eighth (58th) month for the benefit of the Lancaster County School District an amount equal to Five Hundred and No/100 dollars (\$500.00) times the number of lots for which a building permit has not been issued. If the Developer sells a portion of the Barberville Road Site development, whether subdivided or not, the Developer shall pay not later than closing on the sale an amount equal to Five Hundred and No/100 dollars (\$500.00) times the number of lots associated with the portion of the Barberville Road Site development that is sold. The School Payment is separate and distinct from any fees or amounts payable to the County for a building permit. Monies received from the School Payment shall be remitted by the County to the Lancaster County School District by the end of the month following the month in which the School Payment is received by the County. 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 M/I Homes of Charlotte, LLC, a North Carolina limited liability company, and does not include its successors or assigns.

Section 4.01B. Fire and EMS Station. Developer agrees to donate to County, by the time of final plat approval for the first phase of the Barberville Road Site development, either the approximately _____ (___) acres of land identified on Exhibit F (the "Substation Property"), attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety or Fifty Thousand and no/100 dollars (\$50,000.00). If the Developer chooses to donate the Substation Property, then Developer will convey fee simple title to the Substation Property to County by general warranty deed. The deed will include appropriate restrictions on the Substation Property to ensure that the Substation Property will continue to be used for fire and public safety related uses for at least ten (10) years from the date of transfer. Title to the Substation Property shall be insurable. Developer is responsible for the costs and expenses of transferring title to the Substation Property, except County is responsible for any title insurance premiums if County chooses to purchase title insurance. If the Developer chooses to donate Fifty Thousand and no/100 dollars (\$50,000.00), then the monies shall be used for acquisition of a site for a station for the Pleasant Valley Fire Protection District or for capital improvements for the Pleasant Valley Fire Protection District.

Section 4.01C. Funds for Public Safety. Developer agrees to pay County Two Hundred Fifty Thousand and no/100 dollars (\$250,000.00) by July 1, 2015 to be used for public safety purposes (the "Public Safety Payment"). The Public Safety Payment shall be reduced if the total number of lots approved in the preliminary plan for the entire Barberville Road Site development is less than three hundred thirty (330). The reduction of the Public Safety Payment shall be an amount equal to Seven Hundred Fifty Eight dollars and no/100 (\$758.00) times the difference between three hundred thirty (330) and the number of lots approved in the preliminary plan for the entire Barberville Road Site development. For example, if the total number of lots approved in the preliminary plan is 288, then the Public Safety Payment will be reduced by the difference between 330 and 288, or 42, times \$758.00 which equals \$31,836.00 and yields a

Public Safety Payment of \$218,164.00 (\$250,000.00 minus \$31,836.00 equals \$218,164.00). If the preliminary plan has not been approved by the date the Public Safety Payment is due, then the Public Safety Payment shall remain at \$250,000.00 and shall not be reduced. The determination of the specific uses for the Public Safety Payment is at the discretion of the County Council.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than August 30, 2014, 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 therefore 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.

(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 and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowners' association. 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 two (2) dwelling units per acre.

Section 4.06. Vinyl Siding. The use of vinyl siding on the homes constructed on lots within the development is prohibited, except that vinyl eaves and soffits are allowed on homes constructed with brick veneer.

Section 4.07. Age-Restricted. County acknowledges that Developer intends to develop the portion of the Property shown as Pod E and Pod F, consisting of approximately fifty-four (54) acres, located south of Clem's Branch Creek on the Rezoning Plan, attached hereto as Exhibit G and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, into an age-restricted community where at least eighty percent (80%) of the residential dwelling units must be occupied (not owned) by at least one person fifty-five (55) years of age or older as permitted under the Fair Housing Act, as amended.

Section 4.08. Road Widths. Notwithstanding the provisions of Section 26-61 of the Lancaster County Code of Ordinances, the standard for pavement width for local (closed drainage) and local (open drainage) roads in the Barberville Road Site development is twenty-two feet (22').

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:

M/I Homes of Charlotte, LLC
Attn: Mike McElroy, Division President-Charlotte
5350 Seventy-Seven Center Drive, Suite 100
Charlotte, NC 28217

With Copy to:

M/I Homes of Charlotte, LLC
Attn: Donald R. Westfall
3 Easton Oval, Suite 500
Columbus, OH 43219

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 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 the periodic review, upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time in which to cure the material breach.

(B) If the Developer fails to cure the material breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then the County Council may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, the County Council must first give the Developer the opportunity (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 (6th) 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., Friday, January 16, 2015, 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below found.

WITNESSES:

DEVELOPER:

M/I HOMES OF CHARLOTTE, LLC,
a North Carolina Limited Liability Company

By: _____
Name: _____
Title: _____
Date: _____

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Larry McCullough, Chair, County Council
Date: _____

By: _____
Jack Estridge, Secretary, County Council
Date: _____

ADD NOTARIES FOR DEVELOPER AND COUNTY

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Exhibit A
Property Description

Barberville Road Site

NEED LEGAL DESCRIPTIONS AND TAX MAP NUMBERS.

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Exhibit B

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Exhibit C
Development Schedule

Years

1-5

Residential

[NEED DETAILS]

Total

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

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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. The legal and equitable owners of the Property are _____.

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

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

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

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

(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. 2014-_____ zoning the Property R-15, Moderate Density Residential / Agricultural District with a Cluster Development Overlay District.
2. Ordinance No. 2014-_____, 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 the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.
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.

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Exhibit F
Substation Property

Insert map or property description.

Exhibit G
Rezoning Plan

Insert plan.