

LANCASTER COUNTY PLANNING COMMISSION

June 17, 2014
6:30 PM
Lancaster Co.
Adm. Bldg., #224
(803) 285-6005

Type of meeting:	General Business Meeting	Facilitator:	Planning Staff
Clerk:	Judy Barrineau		
Please read:	Agenda Packet		
Please bring:	Agenda Packet & UDO		
Call To Order		Chairman	
Roll Call		Chairman	
Approve Agenda		Chairman	
Citizen's Comments		Chairman	
Approval of minutes – May 01, 2014 Workshop Minutes & May 20, 2014 Regular Minutes		Chairman	
Chairman's Report		Chairman	
Director's Report		Penelope Karagounis	
SD-014-001 (PDD-26) – Subdivision application of Pulte Homes for a proposed subdivision (Queensbridge). {Public Hearing} pgs. 1-99 TM#60, Parcel 61,61.06, 61.04 and a portion of Tax Map 10, Parcel 61.03.		Penelope Karagounis	
Rezoning application of Lancaster County to rezone 5 acres from R-45A, Rural Residential/Intense Agricultural District, to I-1, Light Industrial District. The purpose of this rezoning is to correct a zoning error on the Lancaster County Official Zoning Map. RZ-014-014 {Public Hearing} pgs. 100-117 TMS #0141-00-030.00		Alex Moore	
Rezoning application of Lewis Plyler, Jr. to rezone ± 6.71 acres from R-15P, Moderate Density Residential/Agricultural Panhandle District, to B-3, General Commercial District. The site presently contains a single-family residential home along with several accessory structures. RZ-014-017 {Public Hearing} pgs. 118-145 TMS #0006-00-057.00		Alex Moore	
Rezoning application of Essex Homes c/o Scott Development Group to rezone ± 9.01 acres from R-15P, Moderate Density Residential/Agricultural Panhandle District, to MF, Multiple-Family/Agricultural District. RZ-014-018 {Public Hearing} pgs. 146-172 TMS #0006-00-084.00, 0006-00-084.01, & 0006-00-084.02		Alex Moore	
UDO-TA-014-012 – Text amendment application of Steve Willis, Lancaster County Administrator, to amend Section 25-21 of the Lancaster County Code, relating to the appointment of Planning Commission members, and to amend Section 8.1.1 of Appendix B of the Lancaster County Code (Unified Development Ordinance of Lancaster County), relating to the appointment of members of the Board of Zoning Appeals, both so as to provide that the residency requirement is inapplicable if proposed by the recommending council member and approved by a special vote of the County Council, and to limit the number of members from a specific council district. {Public Hearing} pgs. 173-176		Penelope Karagounis	

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

Memo

To: Lancaster County Planning Commission Members
From: Penelope G. Karagounis, Lancaster County Planning Director
Date: June 4, 2014
Re: Director's Report for the June 17, 2014 Planning Commission Meeting

Message:

The County is in the process of rewriting the Comprehensive Plan and they have hired the Catawba Council of Government. Mr. Robert Moody and Mrs. Kara Drane are the two Senior Planners from the Catawba Council of Government who will be leading the rewrite effort for Lancaster County's Comprehensive Plan. As a member of the Lancaster County Planning Commission, one of your job duties is to review the comprehensive plan. As the consultants draft the chapters on each element of the Comprehensive Plan, the Planning Commission will review the document and make any recommendations to the text. We would like to use our Planning Workshop on the first Thursday of each month to work on reviewing the draft before the consultants submit the final version to the Planning Commission. Our goal is to have the adopted rewrite of the Comprehensive Plan by County Council in December of 2014. We are inviting the City of Lancaster's Planning Commission to our work session so they can provide their input since the City is working with the County for a joint Comprehensive Plan. For the July meeting, I am suggesting we reschedule the workshop session for Monday, June 30th instead of Thursday, July 3, 2014 due to the 4th of July Holiday. Our meeting would start at 5:00 p.m. to discuss our upcoming cases and then at 6:00 p.m. our review of the rewrite of the Comprehensive Plan would begin with our Planning Commission and the City of Lancaster's Planning Commission.

I would also like to introduce our new summer intern, Michael Patroski from UNC-Charlotte. He is a rising senior in the UNC-Charlotte, Geography Department. He will be attending our meetings to understand the Planning process in Lancaster County and he will also be helping us in the Planning Department for the next two months.

Penelope Karagounis

SD-014-001 (PDD-26) – Subdivision application of Pulte Homes for a proposed subdivision (**Queensbridge**). {Public Hearing} pgs. 1-99

TM#60, Parcel 61,61.06, 61.04 and a portion of Tax Map 10, Parcel 61.03.

Conclusions:

Action items:

PLANNING STAFF REPORT

I. Facts

A. General Information

Proposal: Subdivision application of Pulte Homes for a proposed subdivision (Queensbridge).

Property Location: The property is located along the northern portion and along the southern portion of Collins Road, approximately 1084' from the intersection of U.S. Highway 521 and Collins Road in Indian Land.

Legal Description: Tax Map Number 10, Parcel 61, 61.06, 61.04 and a portion of Tax Map 10, Parcel 61.03.

Zoning Classification: PDD-26, U.S. Land Trust

B. Site Information

Site Description: The site contains 148.01 acres which will consist of 249 Single-Family homes. The residential density for this development is 1.68 DU/AC.

C. Vicinity Data

Surrounding Conditions: The site is surrounded by properties zoned as Planned Development District: 26, U.S. Trust, R-15P, Moderate Density Residential/Agricultural Panhandle District, and R-45, Rural Residential/Agricultural District.

D. Exhibits

1. Subdivision Application
2. Ordinance #959 and #960 PDD-26, U.S. Trust and Development Agreement
3. Location Map
4. Tax Parcel Map
5. Tax Inquiry Sheet
6. Version #2 that was not approved by County Council

II. Findings

On January 21, 2014, the Lancaster County Planning Commission conditionally approved the preliminary plan for the Queensbridge subdivision. The Queensbridge subdivision is a single-family development, which is a one component of the overall Planned Development District, 26. Pulte Home Corporation has filed an appeal of the Lancaster County Planning Commission's decision, which is pending before the Lancaster County Court of Common Pleas, Civil Action Number 2014-CP-29-00261. In the mean time, the Pulte Home Corporation has submitted an application for a review by the Lancaster County Planning Commission of a revised version of the Preliminary Plan for Queensbridge. The amended plan removes the stub-outs, the requirement for which was done away with by the Lancaster County Planning Commission, and shows the forty foot perimeter buffer along the PDD's common boundary with Gary Holland's property as being an undisturbed buffer.

After the Planning Commission meeting in January, a version 2 of PDD-26 has been located and that it is the County's position that this version of PDD-26, which contains additional language regarding the perimeter buffer requirement between the PDD property and the adjacent property of Gary and Sandra Holland, is the controlling version of the ordinance. While Pulte does not at this time consent that this version of the ordinance is the controlling version, this version was not available for review by the Planning Commission in January. Exhibit 6 is the version #2 of the PDD document that was not recorded.

III. Conclusions

Pulte Homes would like to have the Queensbridge Preliminary Plan subdivision case be reheard at the Tuesday, June 17, 2014 Planning Commission Meeting. We have received numerous phone calls from the adjacent property owners that they are not in favor to rehear the subdivision case since the decision with conditions were made by the Planning Commission on January 21, 2014 and that there is also an appeal at this time with the Circuit Court as to this matter.

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

Exhibit 1

PRELIMINARY PLAN APPLICATION
(Refer to Article 5, Section 5.1)

Do Not Write In This Box
Application No. SD 014-001 Date Received 5-14-14 Fee Paid [redacted]
PDD 26

INSTRUCTIONS:

PLEASE COMPLETE THIS APPLICATION AND THE ATTACHED CHECKLIST. RETURN THESE TWO FORMS, YOUR SITE PLAN DRAWING, AND SUPPORTING INFORMATION TO THE LANCASTER COUNTY PLANNING DEPARTMENT. INCOMPLETE APPLICATIONS WILL BE RETURNED TO THE APPLICANT. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE PLANNING DEPARTMENT AT (803) 285-6005.

Subdivision Name: Queensbridge

Amendment to Previous Preliminary Plan Submittal of Subdivision Application #SD-014-001

Project Type: _____

Property Location: (one) Unincorporated area of County City of Lancaster
 Town of Heath Springs Town of Kershaw

Tax Map Number: 0010-00-061.06, 0010-00-061.00, 0010-00-061.04, & portion of 0010-00-061.03

Area in Acres: +/-148.01

Number of Lots: 249

Number of Sections/Phases: Anticipate 4 Phases

Existing Land Use District Classification: PDD-26

CONTACTS:	Applicant	
	PROPERTY OWNER	SURVEYOR/ENGINEER
NAME	<u>Pulte Homes</u>	<u>ESP Associates, PA c/o Matt Levesque, RLA</u>
ADDRESS	<u>11121 Carmel Commons Blvd.#450</u>	<u>3475 Lakemont Blvd</u>
CITY/STATE/ZIP	<u>Charlotte, NC 28226</u>	<u>Fort Mill, SC 29708</u>
PHONE NUMBER	<u>704.543.4922</u>	<u>803.802.2440</u>

Water Supply: Wells Central Lancaster County Water/Sewer District
Name of Provider

Water Treatment: Septic Central Lancaster County Water/Sewer District
Name of Provider

Are you requesting a variance to any provision of the land development regulations? Yes No
If yes, attach a statement identifying which regulation section(s) is affect and explain.

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5-14-14

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

PRELIMINARY PLAN APPLICATION CHECKLIST
(Refer to Section 13.8)

Are the following items included with your preliminary plan application? Check yes or no.

1- General Information:	YES	NO
Vicinity map and aerial photograph	✓	___
Graphic scale, north arrow and date	✓	___
Total acreage of land to be subdivided	✓	___
Boundaries of tract to be subdivided with all bearings & distances indicated	✓	___
Existing and proposed use of all lots	✓	___
Fifteen (15) digital copies of the preliminary plan and Six (6) hard copies (see contact list)	✓	___
2- Existing Conditions:		
Zoning classification of proposed subdivision and adjacent areas	✓	___
Deed record names of adjoining property owners	✓	___
Location of streams, lakes, and land subject to 100 year flood	✓	___
Location of adjoining property lines	✓	___
Location of existing buildings on the site	✓	___
Location of right-of-ways for existing roads, railroads, and utility lines on or adjacent to the site	✓	___
Size and location of existing sewers, water mains, drains, culverts, or other underground facilities within any road right-of-way on or adjacent to the site	✓	___
Acreage of each drainage area affecting the proposed subdivision	✓	___
Topography at intervals of not more than ten (10) feet (Topography may be included on a separate map)	✓	___
Location of city & county boundary lines (if applicable)	N/A	___
Location of all central water and sewer lines within 1000 feet of the site	✓	___
3- Proposed Conditions:		
Proposed road layout (road right-of-ways) and public crosswalk locations	✓	___
Proposed road names	✓	___
Road cross-sections	✓	___
Profile of proposed roads showing natural and finished grades	N/A	___
Layout of all lots, including: area, setback lines, scaled dimensions, lot and block numbers, and utility easements with width and use	✓	___
Preliminary letter of approval for septic waste disposal from DHEC	N/A	___
Construction plans for water supply, storm drainage, and sanitary sewer systems (if applicable)	N/A	___
Designation of all land to be reserved for public use	✓	___
Proposed major contour changes in areas where substantial cut and/or fill is to be done	N/A	___
Number of proposed lots	✓	___
Total length of proposed roads	✓	___
Traffic Impact Analysis – Refer to SCDOT ARMS Manual	N/A	___

If any of the above items are not included in your proposal, please explain why: _____
Road profiles and grading plans to be provided at construction document submittal.

(use back of form if additional space is needed)

NOTE: Submission of this application does not constitute the granting of preliminary plan approval. All applicable requirements must be met before the proposal is presented to the planning commission. Lancaster County reserves the right to request additional information other than that specified in this checklist when deemed necessary for the complete review of the proposal

MORTON & GETTYS
ATTORNEYS AT LAW

Exhibit 1

JAMES M. MORTON
JOHN P. GETTYS, JR.
MICHAEL B. SMITH
TOSHIA B. VARR
ELIZABETH S. OWEN

SENT VIA UNITED STATES MAIL, FIRST CLASS

May 14, 2013

L. RICHARD MCCRAE, III
WALTER C. DUNN
MICHAEL K. HAUCH
ARIFASA C. CASSELL

Lancaster County Planning Department
Attn: Penelope Karagounis, Director
Post Office Box 1809
Lancaster, SC 29721

**RE: PDD-26, Amendment/Supplement to Preliminary Plan Submission for
Queensbridge, Pulte Home Corporation**

Dear Penelope:

As you know, we represent Pulte Home Corporation. In connection with Pulte's prior preliminary plan submittal to Lancaster County in the above matter (the "Preliminary Plan") (the Lancaster County Planning Commission's conditional approval of which on January 21, 2014, is the subject of the appeal bearing cause of action 2014-CP-29-00261), Pulte is under cover of this letter submitting an application for a review by the Lancaster County Planning Commission of a revised version of the Preliminary Plan for Queensbridge. The amended plan and application are attached to this letter. The amended plan (a) removes the stub-outs, the requirement for which was done away with by the Planning Commission, and (b) shows the forty (40) foot perimeter buffer along the PDD's common boundary with Holland property as being an undisturbed buffer.

We understand that a version 2 of PDD-26 has been located, and that it is the County's position that this version of PDD-26, which contains additional language regarding the perimeter buffer requirement between the PDD property and the adjacent property of Gary and Sandra Holland, is the controlling version of the ordinance. While Pulte does not at this time acquiesce that this version of the ordinance is the controlling version, this version was not available for review by the Planning Commission in rendering its prior decision, and Pulte requests that the Planning Commission also consider this version in reviewing the revised plan and the amended application enclosed.

As per our prior discussions, this application is not a new application, but an amendment and supplement to Pulte's prior application; as such, please do not assign this application a new file number, but rather assign it the prior file or project number associated with the Preliminary Plan to avoid confusion

ROCK HILL OFFICE
334 Oakland Avenue
Post Office Box 707
Rock Hill, SC 29731
office 803.366.3388
fax 803.324.3768

YORK OFFICE
616 E Liberty Street
Post Office Box 176
York, SC 29745
office 803.684.9604
fax 803.684.4932

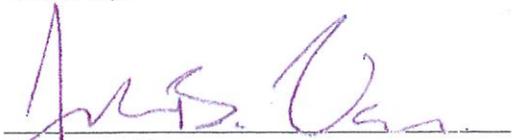
www.mortongettys.com

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5-14-14

regarding the nature of the submission. As per Steve Willis, we understand that all application fees are being waived in connection with this submittal, and, as such, no application fees are enclosed with this letter. Please contact me should you have any questions or concerns regarding this submittal. With kind regards, I remain

Sincerely,



Joshua B. Vann

cc: Pulfe Home Corporation
Attn: Cisco Garcia
(via e-mail only; w/o enclosures)

Davidson & Lindemann, PA
Attn: Michael Wren
(via e-mail only; w/o enclosures)

Spencer & Spencer, PA
Attn: Chaplin Spencer
(via e-mail only; w/o enclosures)

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE #959
(Scrivener's error corrected 7/6/2010)

**AN ORDINANCE AMENDING THE LANCASTER COUNTY ZONING MAP
BY REZONING PROPERTY LOCATED OFF
US HIGHWAY 521 ON COLLINS ROAD
FROM R-15P TO PDD-26**

WHEREAS, U.S. Trust applied to rezone +/-411 acres of property located off of U.S. Highway 521 on Collins Road (tax map 10, parcel 61) from R-15P Moderate Density Residential/Agricultural District to PDD-26 Planned Development District-26; and

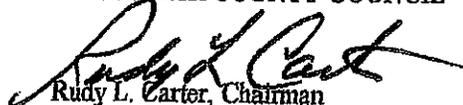
WHEREAS, the applicant requests the rezoning in order to develop the property to incorporate commercial and residential uses which would create a mixed use development; ;and

WHEREAS, the Planning Commission recommended approval by a vote of 4-3.

NOW, THEREFORE, BE IT ORDAINED by the Lancaster County Council that +/-411 acres of property located off of U.S. Highway 521 on Collins Road (tax map 10, parcel 61) shall be rezoned from R-15P Moderate Density Residential/Agricultural District to PDD-26 Planned Development District-26.

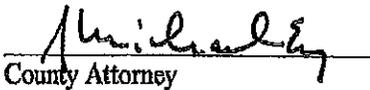
AND IT IS SO ORDAINED this 1st day of December, 2008.

LANCASTER COUNTY COUNCIL


Rudy L. Carter, Chairman


Kathy Sistere, Secretary

Approved as to form:


County Attorney

Attest:


Irene Plyler, Clerk to Council

1st reading: 10/27/2008

2nd reading: 11/24/2008

3rd reading: 12/01/2008

**AN ORDINANCE AMENDING THE LANCASTER COUNTY ZONING MAP
BY REZONING PROPERTY LOCATED OFF
US HIGHWAY 521 ON COLLINS ROAD
FROM R-15P TO PDD-26**

WHEREAS, U.S. Trust applied to rezone +/-411 acres of property located off of U.S. Highway 521 on Collins Road (tax map 20, parcel 61) from R-15P Moderate Density Residential/Agricultural District to PDD-26 Planned Development District-26; and

WHEREAS, the applicant requests the rezoning in order to develop the property to incorporate commercial and residential uses which would create a mixed use development; and

WHEREAS, the Planning Commission recommended approval by a vote of 4-3.

NOW, THEREFORE, BE IT ORDAINED by the Lancaster County Council that +/-411 acres of property located off of U.S. Highway 521 on Collins Road (tax map 20, parcel 61) shall be rezoned from R-15P Moderate Density Residential/Agricultural District to PDD-26 Planned Development District-26.

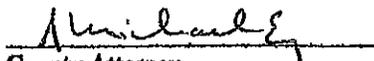
AND IT IS SO ORDAINED this 1st day of December, 2008.

LANCASTER COUNTY COUNCIL

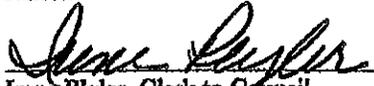

Rudy L. Carter, Chairman


Wesley Grier, Secretary

Approved as to form:


County Attorney

Attest:


Irene Plyler, Clerk to Council

1st reading: 10/27/2008 PASSED UNANIMOUSLY 7-0

2nd reading: 11/24/2008 PASSED UNANIMOUSLY 7-0

3rd reading: 12/01/2008 PASSED UNANIMOUSLY 7-0

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

Ordinance No. 959
Scrivener's Error August 27, 2012

AN ORDINANCE

TO ESTABLISH THE 411 ACRE COLLINS ROAD SITE PLANNED DEVELOPMENT DISTRICT (PDD-26); TO APPROVE THE MASTER PLAN FOR THE DEVELOPMENT AND TO APPROVE THE REGULATIONS FOR THE DEVELOPMENT OF THE PROPERTY AND OTHER MATTERS RELATED THERETO.

FILED
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OF COURTS
LANCASTER COUNTY
SOUTH CAROLINA
SEP 1 2012

BE IT ORDAINED BY THE COUNCIL OF LANCASTER COUNTY, SOUTH CAROLINA:

Section 1. Citation. This ordinance may be cited as the 411 Acre Collins Road Site Planned Development District (PDD-26) Ordinance or as the PDD-26 Ordinance.

Section 2. Purpose; PDD-26. (a) The purpose of this ordinance is to establish the 411 Acre Collins Road Site Planned Development District (PDD-26), to approve the Master Plan for the development and to provide for the regulations that apply to the development of the property.

(b) The 411 Acre Collins Road Site development is a mixed use master planned community, comprised of a combination of residential, employment, flex office/retail, institutional, and open space uses organized around an integrated development concept that utilizes a series of villages or components that support the various land uses (the "Development" or "PDD-26").

Section 3. Authority. This ordinance is enacted pursuant to the authority of Chapter 29, Title 6 of the Code of Laws of South Carolina 1976, as amended, and the Unified Development Ordinance of Lancaster County, as amended (the "UDO").

Section 4. Jurisdiction. This ordinance applies to the property known as the 411 Acre Collins Road Site development which consists of approximately 411 acres (the "Property"). The Tax Map Number for the property is 0010-00-00-061.

Section 5. Official Zoning Map. The Official Zoning Map is amended to show the Property as a Planned Development District (PDD-26).

Section 6. Master Plan. The master plan, attached hereto as Exhibit A and incorporated into this ordinance by reference, is approved (the "Master Plan").

Section 7. Master Plan Amendments. (a) Unless otherwise provided in this ordinance, all amendments to the Master Plan shall be made in accordance with the UDO.

(b) Development depicted on the Master Plan is intended to reflect a generalized arrangement of proposed land uses on the site, but the exact configuration, placement or size of the individual site elements may be altered or modified within the limits prescribed by this ordinance during the design and development and construction phases.

FILED
CLERK OF CLERK
OF COURTS
LANCASTER COUNTY
SOUTH CAROLINA
SEP 1 2012

(c) Changes in land use from those depicted on the Master Plan may be made subject to the following conditions:

(1) Lot sizes and mixtures may be adjusted and moved throughout villages, provided, that, the minimum lot size is not less than 7,800 square feet and the lot width is not less than 60 feet for single family residential lots or 20 feet for multi-family lots. The total lot count shall not exceed 510 for Villages A, B, C, D, & E.

(2) Village F may be developed with a combination of either one or more of the following uses: multi-family housing, apartments, and/or flex/office/retail space. The mixtures of uses in Village F may be adjusted, provided, that Village "F" shall not contain more than 150 multi-family housing units, and/or 300 apartments and/or 250,000 square feet of flex/office space.

(3) Village G may be developed with flex/office/commercial/retail space, provided, that the total combined building floor area shall not exceed 500,000 square feet.

(4) Village H may be developed with a combination of either one or more of the following uses: hospital or medical institutional living and/or office space. The mixture of uses may be adjusted, provided, that, Village H shall not contain more than 150 dwelling units and/or 150,000 square feet.

(5) Areas designated for recreational or open space use for any Component may be increased or decreased in size up to twenty percent (20%) of any Component, provided, that a decrease in one Component shall be offset by an equivalent or greater increase in one or more other Components in recreational area or open space.

(6) Park/Recreation or Civic uses may be developed anywhere within the boundaries of Village D, provided, that the location of the Park/Recreation or Civic use shall not cause a decrease in the overall number of lots allowed within Village D.

(d) Alterations may be made to lot lines and dimensions, roadway alignments, and other configurations as necessary to implement the changes in land use authorized in subsection (b) of this section.

(e) Land use changes authorized by this section are effective upon the property owner filing with the Planning Department a document showing the change

Section 8. **Land Uses.** (a) The land uses authorized for the Development are as follows:

(1) Villages A, B, C, D, & E: Single-family residences and multifamily residences including duplexes.

(2) Village F: Multifamily residences including duplexes and apartments and flex office/commercial/retail.

(3) Village G: Flex office/commercial/retail.

(4) Village H: Hospital or medical institutional living or associated office space.

(b) Each Village may be developed with any land use allowed in the Table of Permissible Uses as contained in the UDO for the respective land use district designation (residential, commercial) unless otherwise provided in this ordinance.

(c) The following land uses are prohibited in PDD-26:

(1) Adult entertainment;

(2) Auto business, etc.;

(3) Automobile wrecking and/or junk, salvage yard;

(4) Commercial kennels;

(5) Industrial mining;

- (6) Livestock auction house;
- (7) Lumber and/or building materials dealer;
- (8) Manufactured home type units;
- (9) Modular housing;
- (10) Motorized race and testing track;
- (11) Pistol, rifle, skeet range or turkey shoot;
- (12) Private or commercial horse stables; and
- (13) Rooming and boarding houses.

(d) In areas designated for flex office/commercial/retail use, residential uses are allowed on ground floors of the office, commercial or retail building and on floors above the office, commercial or retail use. Office, commercial or retail uses are allowed on any floor of an office, commercial or retail building.

Section 9. Development Regulations. (a) Unless otherwise provided in this ordinance, the development of the Property must comply with the UDO. To the extent that this ordinance may contain zoning and development standards which conflict with zoning and development standards contained in the UDO, the standards contained in this ordinance control and supersede the UDO provision.

(b) The provisions of the Carolina Heelsplitter Overlay District (Section 2.1.2 of the UDO, as added by Ordinance No. 901, and as may be amended) apply to the Property.

(c) Notwithstanding the applicable provision of the UDO, the following development regulation applies to the development of the property:

(1) Block and Roadway Configuration -- Block lengths, block widths, and cul-de-sacs may vary, provided, that it does not exceed 800 feet and adequate fire protection criteria is maintained.

(2) Sidewalks and Public Crosswalks -- Connectivity shall be provided through the use of sidewalks to link various areas of the site. Sidewalks will be provided on one side of the secondary streets and along both sides of all major roads in the community and the entrance road.

(3) Driveways -- No restriction applies to the location of driveways for non-residential uses, provided, that all access roads into the subdivision or commercial areas from U.S. 521, Collins Road, Shelley Mullis Road, and other surrounding roads are subject to approval by the South Carolina Department of Transportation ("SCDOT").

(4) Buffers -- Buffers and setbacks, for the perimeter of the development, shall be in accordance with Section 13.12 of the UDO unless otherwise specifically provided in this ordinance. An internal Type 3 25' buffer, meeting the requirements of Section 12.9 of the UDO, shall be provided between the internal residential and commercial uses of the development.

(5) Parking -- Parking shall be provided in accordance with Section 11.4 of this ordinance.

(6) Open Space requirements -- For purposes of applying Section 17.1(2)(b)(1) of the UDO to the development, the narrow strip of common area must be at least twenty-five feet (25') in width.

(7) Open Space requirements -- For purposes of applying Section 17.1(2)(a) of the UDO to the development, sidewalk and utility crossings and any associated improvements required to construct and maintain such crossings, encroachments or facilities may be included in the areas designated for incorporation into the development's Open Space calculations.

(8) Floodway Restrictions -- In addition to the uses allowed by Section 16.1.3.2 of the UDO for land within a floodway, the following uses are allowed: (i) Open Space and non-buildable portions of single family residential lots; and (ii) roadway crossings, utility crossings and any associated improvements necessary to develop such crossings.

(9) Floodplain restrictions -- In lieu of the provisions of Section 16.1.4 of the UDO, the following requirement shall apply: No building or fill material shall be located within a distance of the stream bank equal to five (5) times the width of the stream at the top of the bank area unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(10) Submission Requirements -- Environmental Characteristics of the Site -- When submitting flood frequency information as a part of the subdivision approval process, the person seeking subdivision approval is required to submit only one hundred (100) year frequency flood information, provided, however, buildings or fill material shall not be placed within a FEMA one hundred (100) year floodplain without a LOMR-F.

(11) Connectivity -- The minimum connectivity index for PDD-26 is 1.0.

Section 10. Density/Intensity. (a) Development intensity for a particular use shall not exceed the following use densities:

<u>Land Use</u>	<u>Density/Intensity</u>	<u>Total Number of Acres/ Units/Facilities</u>
Single Family Village Villages A, B, C and <u>D</u>	4 Dwelling Units/acre, on average	Up to <u>350</u> Units
Multifamily Village E	8 Dwelling Units/acre, on average	Up to <u>160</u> Units
Mixed Use Village F		
Multifamily	150 Units	Up to 47 Acres
Apartments	300 Units	Up to 47 Acres
Flex/Office	250,000 square feet	Up to 47 Acres
Flex/Office/Commercial/ Retail Village G	500,000 square feet	Up to 73 Acres
Hospital or Medical	150,000 square feet	Up to 15 acres
Institutional Living/ Office Village H	150 Units	Up to 15 acres

(b)(1) The Property Owner may vary the intensity of development within any Component or any use category of any Component on one or more occasions by up to thirty percent (30%) without further approval, provided, that the total number of overall units of residential housing and the number of total acres of retail commercial within the overall development does not increase from the maximums stipulated on the Master Plan.

(2) Density calculations for the Development apply only to Villages A, B, C, D, & E. Density for Village F is in addition to the density for Villages A, B, C, D and E, provided, that the density for Village F must not exceed 150 units if developed as multi-family, 300 units if developed as apartments, or 250,000 square feet if developed as Flex/Office space or a combination of the three uses.

(c)(1) The Property Owner may transfer development uses or intensity (the number of residential units or the number of acres devoted to any particular use) within the Property by transferring density or portions of the commercial square footage from any component or area within the Property to any other Component or area within the Property, so long as the total intensity of development within the Property as a whole (measured in total number of residential units or acreage, as applicable) does not increase. If any density (total number of dwelling units or building area of commercial property) allocated to a Component by an Assignment of Property Owner Rights is not utilized, as determined with reference to approved site plans for all areas within the Component, the unused density shall revert to the Master Developer for allocation to any other Component.

(2) As used in this subsection, "Assignment of Property Owner Rights" means a written instrument in recordable form by which the property owner assigns its rights as property owner under this ordinance to another person or entity with respect to a particular Component designated in the Assignment of Property Owner Rights. The Assignment of Property Owner Rights may include such limitations on the assignee as the property owner desires including, without limitation, restrictions on the type of units that may be constructed within a Component, the location where those units may be constructed within the Component, the number of units of a particular type that may be constructed within the Component, the minimum lot requirements for the Component (including requirements for setback, lot area, building height, lot width, buffers, and number of units per lot). All restrictions contained within the Assignment of Property Owner Rights are binding on the assignee and each person who ultimately owns any real estate within the designated Component. Any such limitations shall be in addition to any private contractual restrictions placed upon all or any part of any Component by the property owner.

(3) The Property Owner shall issue a certificate stating the maximum development intensity allowable on any tract within the Property consistent with this ordinance prior to the sale of any such parcels or before building permits are issued for that specific area of the property. The certificate will state the number of dwelling units and/or the amount, in acres, of Commercial, Retail, or Office uses, as applicable, that may be developed on the applicable various tracts. The property owner must file a copy of the certificate with the Planning Department. The County shall be responsible for creating and maintaining a record of the number of dwelling units and/or acres allocated to each tract as well as the total number of dwelling units or floor area actually constructed on each tract.

Section 11. Setbacks and Yards. (a) All lots within PDD-26 shall meet or exceed the following setback and yard requirements from a public right of way:

Land Use	Min. Setback	Min. Side Yard	Min. Rear Yard
Single Family Village "A, B, C, & D"	20'	7'	25'
Multi-Family Village "E"	20'	7'	25'
Mixed Use Village "F"	25'	5'	15'
Flex/Office/ Commercial/ Retail Village "G"	25'	5'	15'
Hospital or Medical Institutional Living/	25'	5'	15'
Office Village "H"	25'	5'	15'
Park/Open Space	20'	10'	20'

(b) The setbacks on internal private roads and parking within a commercial, office, or institutional use development will have no setback requirements.

(c) Eaves, cornices, chimneys, gutters, vents and other minor architectural features may project up to 24" into the setback area.

(d) HVAC equipment may encroach 4' into side or rear yards. HVAC units shall be located on opposite sides of the lots for adjacent homes, in prevention of HVAC units being located next to each other.

Section 12. Building Height. (a) Maximum building heights must comply with the UDO unless otherwise authorized in this item:

Land Use	Maximum Building Height
Single Family Village "A, B, C, & D"	35'
Multi-Family Village "E"	35'
Mixed Use Village "F"	50'
Flex/Office/Commercial/Retail Village "G"	50'
Hospital or Medical Institutional Living/	50'

Office Village "H"

Park/Open Space

NA

(b) A sprinkler system is required for non-residential structures greater than 35 feet in height. No structure may be over 50' in height unless approval is obtained from the emergency preparedness department and the building and zoning department.

Section 13. Lot Size. (a) All lots shall have the minimum number of square feet (sf) indicated in the following table:

Land Use	Minimum Lot Size*
Single Family Village "A, B, C, & D"	7,800 S.F. (detached)
Multi-Family Village "E"	1,000 S.F. (attached)
Mixed Use Village "F"	7,000 S.F.
Office/Retail	1,000 S.F. (attached)
Multifamily	600 S.F. (attached)
Apartments	
Flex/Office/Commercial/Retail Village "G"	7,000 S.F.
Hospital or Medical Institutional Living/ Office Village "H"	7,000 S.F.
Park/Open Space	No Minimum

(b) Lot size excludes road right-of-way, common open space, easements, 100 year floodplain, and other areas within a subdivision that typically are not controlled or developed by the lot owner.

Section 14. Lot Width. All lots shall meet or exceed the minimum widths indicated in the following table:

Land Use	Minimum Lot Width
Single Family Village "A, B, C, & D"	60' (detached)
Multi-Family Village "E"	20' (attached)
Mixed Use Village "F"	

Office/Retail Multifamily Apartments	20'(attached) 20'(attached)
Flex/Office/Commercial/Retail Village "G"	60'
Hospital or Medical Institutional Living/ Office Village "H"	60'
Park/Open Space	No Minimum

Section 15. Buffers. (a) A perimeter buffer is not required where the uses are adjacent to an existing or proposed road. The border of the proposed PDD that is not adjacent to a road must be buffered by a minimum of 40 foot buffer. Where steep topography is present, pedestrian/vehicular access, utility easements, or sidewalks are needed, grading will be allowed in these buffers. The bufferyards are to remain as open space, except to the extent necessary to accommodate berms, walls, fences, signs and graphics, lighting fixtures, access points, drainage easements, utility lines and other facilities, and other uses identified in the UDO. Where there is an insufficient natural buffer, plantings may be installed by the developer at the developer's discretion. If the use is adjacent to a similar use, on an adjacent tract, this perimeter buffer may be removed with approval of the Planning Department.

(b) There shall be an internal buffer between residential and commercial uses consisting of a 25' Class 3 buffer in accordance to Section 12.9 of the UDO.

(c) If the Property Owner can demonstrate to the Planning Director that the topography or elevation of a development site, the size of the parcel to be developed, or the presence of a greenway, buffer or screening on adjacent property would make strict adherence to the buffer requirements of the UDO serve no meaningful purpose, then the Planning Director shall waive the buffer requirements for that site.

Section 16. Parking. (a) All uses within the PDD may utilize on street and/or alley parking to meet the requirements of Section 11.2 of the UDO. If parking is allowed on any road within this development regardless of which section it is allowed in, the road must be wide enough to allow the parking of vehicles on the street and the travel width of the road must be at least 24 feet excluding the parking areas. Parking garages are an allowed use in Villages "H", "G", and "F" of the PDD.

(b) For commercial and retail uses and institutional uses, one parking space must be provided for each 300 square feet of gross acreage.

Section 17. Roadways and Traffic. (a) The number, location and alignment of the internal roadways shown on the Master Plan may be modified, provided that they are constructed in conformance with the roadway design and construction standard set forth in this section.

(b) All internal roadways shall be built to the County's construction standards set forth in the UDO except as otherwise specified in (c) through (e) of this section.

(c) Any portion of the Property may have private roads.

(d) All internal roads will be constructed with curb and gutter.

(e) All internal roadways will be constructed in accordance with the following minimum standards:

	Street Standards	R/W Width
1. Local Limited Res Street	20' Asphalt 24' BC/BC	40' r/w
2. Local Residential	22' Asphalt 26' BC/BC	50' r/w
3. Residential Collector Street	32' Asphalt 36' BC/BC	60' r/w
4. Private Street/Drive (Townhomes/Commercial/ Office/Institutional)	20' Asphalt 23' BC/BC (Standard 1' – 6" Curb)	30' Clear Zone

(f) All connections to SCDOT roadways must meet SCDOT regulations and be approved by SCDOT.

Section 18. Street Lighting. (a) Community street lighting shall be provided within the Property, and shall be designed and constructed in accordance with the requirements of this section and the UDO.

(b) All community street lighting within each Component shall be of uniform design and all lighting throughout the Property shall be complementary.

(c) The community street lighting shall be part of an overall street lighting program for the Property. The street lighting shall be maintained and operated by the appropriate electric utility, a property owners association, or some other non-profit entity.

(d) Nothing in this section shall be construed to limit or otherwise impair the ability of any individual resident or lot owner to construct or install lighting anywhere on such resident's or owner's lot. Such lighting, however, shall be appropriately shielded so that it does not interfere with the reasonable enjoyment of neighboring properties.

Section 19. Model Homes and Other Buildings. Prior to the installation of water and sewer for the development or any of its components, the developer may be issued not more than ___ () building permits of which ___ () may be for model single family residences for sale ("Model Homes"), one (1) may be for a welcome center and ___ () for sales office. The Model Homes may be connected to temporary water and sewer services, including septic tanks, provided, that the Model Homes shall be connected to central water and sewer services as soon as the central services are available. Prior to issuing the building permits for the Model Homes, the developer shall provide the County with proof of applicable approvals by other government entities, including, but not limited to the South Carolina Department of Health and Environmental Control. Except for the water and sewer connections, the Developer must comply with all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes. A certificate of occupancy for the Model Homes shall not be issued until the Model Homes are connected to central water and sewer service and must meet otherwise applicable requirements. The absence of a certificate of occupancy does not prevent developer from using the Model Home for Model Home purposes.

Section 20. Mass Grading and Timber Harvesting. The Property Owner may mass grade all or any portion of the Property, sell or relocate excess soils resulting from such mass grading, and harvest and process timber within the Property, provided, that, the Property Owner complies with section 12.11 of the UDO.

Section 21. Open Space. Storm water detention facilities may be included as Open Space.

Section 22. Severability. If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section 23. Controlling Ordinance. To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 24. Effective Date. This ordinance is effective upon third reading.

AND IT IS SO ORDAINED THIS 27th DAY OF August 2012.

LANCASTER COUNTY, SOUTH CAROLINA

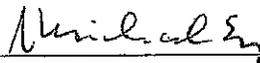


Kathy Sistare
Chair, County Council

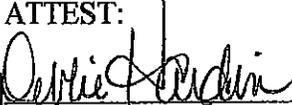


D.W. "Cotton" Cole
Secretary, County Council

Approved as to form:



County Attorney

ATTEST:


Debbie Hardin, Clerk to Council

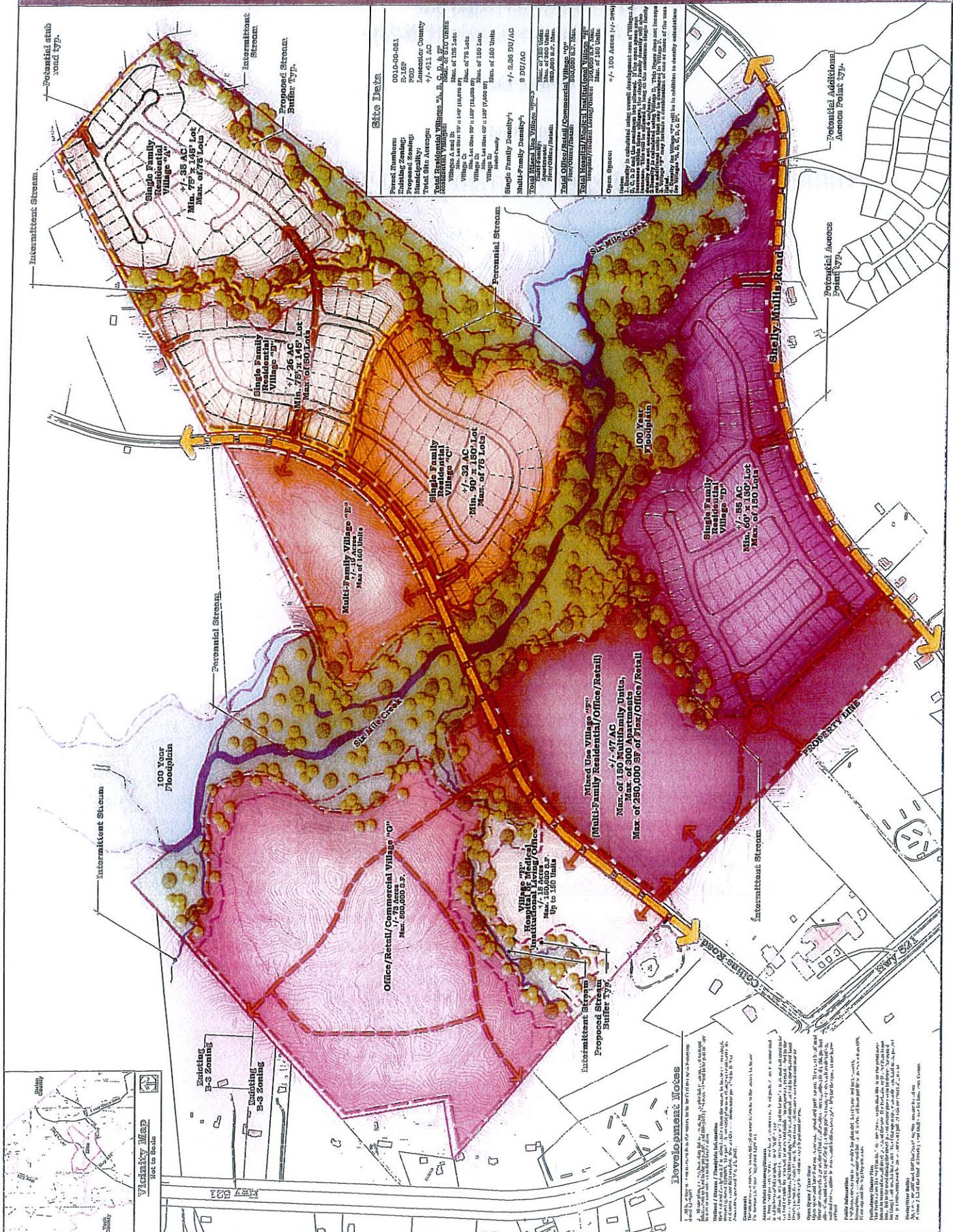
EXHIBIT A

**411 Acre Collins Road Site
Planned Development District (PDD-26)**

Master Plan

See attached.

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Site Data

Parcel Numbers:	0010-00-003
Proposed Zoning:	R-16P
Municipality:	Lamar County
Tract Site Address:	4.11 AC
Neighboring Properties:	North: 100 Year Floodplain East: 100 Year Floodplain South: 100 Year Floodplain West: 100 Year Floodplain
Single Family Density:	4.11 AC
Multi-Family Density:	8.22 AC
Office/Retail Density:	16.44 AC
Medical Density:	16.44 AC
Commercial Density:	16.44 AC

Development Notes

1. This plan is a preliminary master plan and is not intended to be used for any other purpose.

2. The site is located in the unincorporated area of Lamar County, Georgia.

3. The site is zoned R-16P (Single-Family Residential).

4. The site is located in the 100 Year Floodplain.

5. The site is located in the Intermittent Stream.

6. The site is located in the Proposed Stream.

7. The site is located in the 100 Year Floodplain.

8. The site is located in the Intermittent Stream.

9. The site is located in the Proposed Stream.

10. The site is located in the 100 Year Floodplain.

11. The site is located in the Intermittent Stream.

12. The site is located in the Proposed Stream.

13. The site is located in the 100 Year Floodplain.

14. The site is located in the Intermittent Stream.

15. The site is located in the Proposed Stream.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE #959
(Scrivener's error corrected 7/6/2010)

**AN ORDINANCE AMENDING THE LANCASTER COUNTY ZONING MAP
BY REZONING PROPERTY LOCATED OFF
US HIGHWAY 521 ON COLLINS ROAD
FROM R-15P TO PDD-26**

WHEREAS, U.S. Trust applied to rezone +/-411 acres of property located off of U.S. Highway 521 on Collins Road (tax map 10, parcel 61) from R-15P Moderate Density Residential/Agricultural District to PDD-26 Planned Development District-26; and

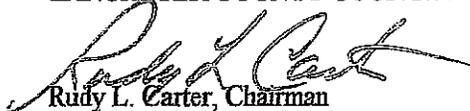
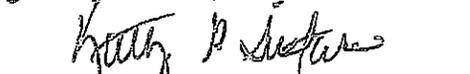
WHEREAS, the applicant requests the rezoning in order to develop the property to incorporate commercial and residential uses which would create a mixed use development; ;and

WHEREAS, the Planning Commission recommended approval by a vote of 4-3.

NOW, THEREFORE, BE IT ORDAINED by the Lancaster County Council that +/-411 acres of property located off of U.S. Highway 521 on Collins Road (tax map 10, parcel 61) shall be rezoned from R-15P Moderate Density Residential/Agricultural District to PDD-26 Planned Development District-26.

AND IT IS SO ORDAINED this 1st day of December, 2008.

LANCASTER COUNTY COUNCIL


Rudy L. Carter, Chairman

Kathy Sistare, Secretary

Approved as to form:


County Attorney

Attest:


Irene Plyler, Clerk to Council

1st reading: 10/27/2008
2nd reading: 11/24/2008
3rd reading: 12/01/2008

Exhibit 2

MCNAIR
ATTORNEYS

J. Michael Ey

mey@mcnair.net
T (803) 753-3268
F (803) 753-3219

February 5, 2009

Chris Karres
Lancaster County
101 North Main Street
Lancaster, South Carolina 29721

Re: Record Copy of the Unified Development Ordinance of Lancaster
County (UDO) as of September 29, 2008

Dear Steve:

The Collins Road Site Development Agreement requires that the above
referenced document be placed on file in the Planning Department. Accordingly,
please file the above referenced document in your department's records.

If you have any questions or need more information, please contact me.

With warmest regards, I remain

Sincerely,

MCNAIR LAW FIRM, P.A.



J. Michael Ey

JME:ceb

Enclosure

McNair Law Firm, P. A.
The Tower at 1301 Gervais
1301 Gervais Street
11th Floor
Columbia, SC 29201

Mailing Address
Post Office Box 11390
Columbia, SC 29211

mcnair.net

ANDERSON BLUFFTON CHARLESTON CHARLOTTE COLUMBIA GEORGETOWN GREENVILLE HILTON HEAD MYRTLE BEACH

COLUMBIA 944126v1



AFFIDAVIT
RECORDING FEES

\$10.00

Collins Road Site Development Agreement

PRESENTED & RECORDED:
9-2-2009 04:36 PM

by and among

**UHF Development Group, LLC, Wachovia Bank, N.A. Successor Trustee
as trustee for the Julia Scott Smith Trust fbo John Scott Cramer et al,
the Julia Scott Smith Trust fbo Stuart W. Cramer III et al, the Julia C. Smith Revocable
Trust, and the Alice C. Tolson Revocable Trust
and
the County of Lancaster**

**RECORD COPY OF THE UNIFIED DEVELOPMENT ORDINANCE
OF LANCASTER COUNTY (UDO) AS OF SEPTEMBER 29, 2008**

The Collins Road Site Development Agreement provides that the Unified Development Ordinance of Lancaster County (the "UDO"), as of September 29, 2008, governs the development of the Collins Road Site. For purposes of determining the content of the UDO as of September 29, 2008, the Parties to the Development Agreement, by their signatures below, agree that the content consists of the attached documents:

1. the UDO as updated through Ordinance No. 753;
2. Ordinance No. 763, June 26, 2006 - relating to accessory uses and inoperable vehicles;
3. Ordinance No. 790, January 8, 2007 - relating to primary residences with an accessory apartment;
4. Ordinance No. 825, June 4, 2007 - relating to overlay districts and miniature horses;
5. Ordinance No. 832, July 9, 2007 - relating to permissible uses in certain business and industrial districts;
6. Ordinance No. 849, September 10, 2007 - relating to fire hydrants, one access subdivisions and final plats;
7. Ordinance No. 850, September 10, 2007 - relating to final plats and showing the location of fire hydrants;
8. Ordinance No. 861, November 5, 2007 - relating to a reduction of setback requirements in commercial districts under certain conditions;
9. Ordinance No. 866, November 26, 2007 - relating to landscaping requirements during droughts;
10. Ordinance No. 867, November 26, 2007 - relating to general office uses in I-1 Light Industrial Districts;
11. Ordinance No. 871, December 3, 2007 - relating to permissible materials on exterior walls in the panhandle area of the County;
12. Ordinance No. 872, December 3, 2007 - relating to a reduced setback requirement for swimming pools and similar type structures;
13. Ordinance No. 873, December 3, 2007 - relating to the applicability of landscaping requirements to residential developments;
14. Ordinance No. 876, December 3, 2007 - relating to the deletion of cement plants as a permissible use in I-1 Light Industrial Districts;

15. Ordinance No. 901, April 28, 2008 - relating to the establishment of the Carolina Heelsplitter Overlay District; and
16. Ordinance No. 902, April 28, 2008 - relating to the property that is included in the Carolina Heelsplitter Overlay District.
17. Ordinance No. 916, June 2, 2008 - relating to streets and sidewalks.
18. Ordinance No. 917, June 2, 2008 - relating to political signs.
19. Ordinance No. 922, June 30, 2008 - relating to access to subdivisions.
20. Ordinance No. 930, July 7, 2008 - relating to principal building setback requirements.
21. Ordinance No. 931, July 7, 2008 - relating to geometric criteria for road design.
22. Ordinance No. 937, August 11, 2008 - relating to shade trees in parking areas.

The Collins Road Site Development Agreement provides that this document with the attached copy of the UDO, as of September 29, 2008, will be filed in the records of the Lancaster County Planning Department.

UHF Development Group, LLC


 Name: H. C. Tolson, III
 Title: Member/Manager

Wachovia Bank, N.A. Successor Trustee
 as trustee for the Julia Scott Smith Trust fbo
 John Scott Cramer et al, the Julia Scott Smith
 Trust fbo Stuart W. Cramer III et al, the
 Julia C. Smith Revocable Trust, and the Alice
 C. Tolson Revocable Trust


 Name: David M. Parker
 Title: Senior Vice President

County of Lancaster


 Steve Willis
 County Administrator

J. Michael Ey

mey@mcnair.net
T (803) 753-3268
F (803) 753-3219

February 5, 2009

Steve Willis
County Administrator
Lancaster County
101 North Main Street
Lancaster, South Carolina 29721

Re: Recorded Collins Road Site Development Agreement

Dear Steve:

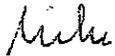
Enclosed is a copy of the executed and recorded Collins Road Site Development Agreement. The Agreement has been recorded in the Lancaster County Register of Deeds Office in Deed Book 503 at Pages 1-24.

If you have any questions or need more information, please contact me.

With warmest regards, I remain

Sincerely,

MCNAIR LAW FIRM, P.A.



J. Michael Ey

JME:ceb

Enclosure

cc: Irene Plyler
Chris Karres
Veronica Thompson
Elaine Boone
Penelope Karagounis

McNair Law Firm, P. A.
The Tower at 1301 Gervais
1301 Gervais Street
11th Floor
Columbia, SC 29201

Mailing Address
Post Office Box 11390
Columbia, SC 29211

mcnair.net

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 960

AN ORDINANCE

APPROVING THE DEVELOPMENT AGREEMENT BETWEEN UHF DEVELOPMENT GROUP, LLC AND LANCASTER COUNTY RELATING TO THE COLLINS ROAD SITE DEVELOPMENT AND AUTHORIZING CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT.

BE IT ORDAINED BY THE COUNCIL OF LANCASTER COUNTY, SOUTH CAROLINA:

Section 1. The Council finds and determines that:

(a) Lancaster County is authorized by the South Carolina Local Government Development Agreement Act, codified as S.C. Code Ann. §§ 6-31-10 to -160 (2004)(the "Act"), and by the Development Agreement Ordinance for Lancaster County, South Carolina, Ordinance No. 663 (the "Ordinance"), to enter into development agreements with developers;

(b) UHF Development Group, LLC seeks to enter into a development agreement with Lancaster County relating to the Collins Road Site development; and

(c) the Act and Ordinance require a development agreement to be approved by the county governing body by the adoption of an ordinance.

Section 2. A. The Council Chair and Council Secretary are individually authorized, empowered and directed to execute, acknowledge and deliver a Development Agreement between UHF Development Group, LLC and Lancaster County relating to the Collins Road Site development (the "Development Agreement") in the name and on behalf of Lancaster County. The form of the Development Agreement is attached hereto as Exhibit A and all terms, provisions and conditions of the Development Agreement are incorporated herein by reference as if the Development Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, the Lancaster County Council approves the Development Agreement and all of its terms, provisions and conditions. The Development Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of Lancaster County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Development Agreement attached to this ordinance. Prior to the execution of the Development Agreement, the parties to it may be changed to reflect the current legal and equitable owners of the property and their respective obligations under the Development Agreement.

B. The Council Chair and Council Secretary are authorized to execute and deliver any related instruments, documents, certificates and other papers as are necessary to effect the delivery of the Development Agreement. The Council and its duly elected or appointed officers and any other County official are authorized to take any and all further action as may be necessary to effectuate the purposes of this ordinance.

Section 3. If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

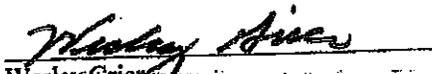
Section 4. To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. This ordinance is effective upon third reading.

AND IT IS SO ORDAINED THIS 1ST DAY OF DECEMBER, 2008.

LANCASTER COUNTY, SOUTH CAROLINA

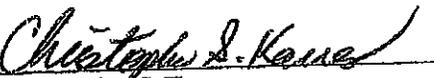
By: 
Rudy L. Carter
Chair, County Council


Wesley Grier
Secretary, County Council

Approved as to form:


J. Michael Ey, County Attorney

Attest:


Christopher S. Karres
Deputy Clerk to County Council

Planning Commission Public Hearing:
Council Public Hearing:
1st reading:
2nd reading:
3rd reading:

October 21, 2008
November 3, 2008
October 27, 2008 (title only) PASSED 7-0
November 24, 2008 PASSED 7-0
December 1, 2008 PASSED 7-0

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Exhibit A to Ordinance No. 960

**Development Agreement
Between
UHF Development, LLC and Lancaster County
Relating to the Collins Road Site Development**

See attached.

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Exhibit 2

2009001229

AFFIDAVIT
 RECORDING FEES \$30.00
 PRESENTED & RECORDED:
 01-29-2009 04:35 PM
 JOHN LANE
 REGISTER OF DEEDS
 LANCASTER COUNTY, SC
 By: CANDICE KIRKLEY DEPUTY
 BK: DEED 503
 PG: 1-24

(Space above this line for recording use)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LANCASTER) DEVELOPMENT AGREEMENT
)
) COLLINS ROAD SITE

This DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 1st day of December, 2008 ("Effective Date"), by and among UHF DEVELOPMENT GROUP, LLC ("Developer"), a North Carolina limited liability company, WACHOVIA BANK, N.A. SUCCESSOR TRUSTEE AS TRUSTEE FOR THE JULIA SCOTT SMITH TRUST FBO JOHN SCOTT CRAMER ET AL, THE JULIA SCOTT SMITH TRUST FBO STUART W. CRAMER III ET AL, THE JULIA C. SMITH REVOCABLE TRUST, AND THE ALICE C. TOLSON REVOCABLE TRUST ("Owner"), and the COUNTY OF LANCASTER (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Owner has legal title, as successor trustee, to certain real property consisting of four hundred eleven (411) acres, more or less, located in the County and known as the Collins Road Site development and zoned Planned Development District (PDD-26).

WHEREAS, Developer has obtained from Owner through legal agreements the right to develop the Collins Road Site development.

WHEREAS, Owner joins in this Agreement for the limited purpose of subjecting the Owner's real property to the terms, conditions, and covenants of this Agreement.

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

providing certainty and predictability to the Developer of those rights and providing certainty and predictability to the County on the scope and terms of the development.

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

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

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

ARTICLE I

GENERAL

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

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

- (1) "Act" means the South Carolina Local Government Development Agreement Act, codified as S.C. Code §§ 6-31-10 to -160, as amended.
- (2) "Agreement" means this Development Agreement.
- (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 UHF Development Group, LLC, a North Carolina limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights, and, unless otherwise indicated, the Owner.
- (6) "Development Rights" means the right of the Developer to develop all or part of the Property in accordance with this Agreement.
- (7) "Effective Date" means December 1, 2008.

(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. 959” means Ordinance No. 959 of the County zoning the Property Planned Development District (PDD-26).

(11) “Ordinance No. 960” means Ordinance No. 960 of the County approving this Agreement.

(12) “Owner” means Wachovia Bank, N.A. Successor Trustee as trustee for the Julia Scott Smith Trust fbo John Scott Cramer et al, the Julia Scott Smith Trust fbo Stuart W. Cramer III et al, the Julia C. Smith Revocable Trust, and the Alice C. Tolson Revocable Trust.

(13) “Parties” means County and Developer.

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

(15) “Submission Date” means September 29, 2008.

(16) “UDO” means Ordinance No. 309 as amended as of the Submission Date and which is cited as the Unified Development Ordinance 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 Collins Road Site development.

Section 1.05. Zoning. The Property is zoned Planned Development District (PDD-26) pursuant to Ordinance No. 959.

Section 1.06. Permitted Uses. (A) Ordinance No. 959 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 requirements of 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 County Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective sixty (60) days from receipt by the Clerk to County Council unless the County Council has disapproved the proposed adjustment by passage of a resolution to that effect within the sixty (60) day period.

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

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

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

(C)(1) The Parties acknowledge that Owner is executing this Agreement solely because of Owner’s ownership interest in the Property described in Exhibit A and Owner will benefit from the surrounding development and from the terms of this Agreement.

(2) Developer acknowledges and agrees that it: (i) is responsible for the development of the Property when Developer acquires title or development rights from Owner; and (ii) will develop the Property in accordance with the terms and conditions of this Agreement.

(3) Owner acknowledges and agrees that: (i) Developer is responsible for the development of the Property when the Developer acquires title or development rights from Owner; (ii) if Developer does not acquire title or development rights to the Property from Owner, then Owner or its successor in interest will develop the Property in accordance with this Agreement and is responsible for Developer’s obligations pursuant to this Agreement.

Section 1.10. Term. The term of this Agreement commences on the Effective Date and terminates ten (10) years thereafter.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 960 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. 960 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 and Owner. (A) Developer represents that the number of acres of highland contained in the Property is more than two hundred and fifty (250).

(B)(1) Developer represents that, as of the Effective Date, it has contractual rights to develop the Property.

(2) Owner represents that, as of the Effective Date, it is the only legal and equitable owner of the Property, except to the extent that Developer has a contractual right to develop the Property.

(C) Developer and Owner, each as a party to this Agreement, represent and warrant that the execution, delivery and performance by the respective individual or entity signing this Agreement on behalf of the party has been duly authorized and approved by all requisite action on the part of such party.

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop. (A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement. As of the Effective Date, 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.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Submission 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. 959 and the UDO and the terms of this Agreement.

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

(E)(1) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in Ordinance No. 959 and the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(2) To the extent that Ordinance No. 959 may contain zoning and development standards which conflict with zoning and development standards contained in the UDO, the standards contained in Ordinance No. 959 supersede all other standards and Ordinance No. 959 is deemed controlling except as provided in subsection (E)(1).

(F) Developer acknowledges and agrees that the Property is within the boundaries of Carolina Heelsplitter Overlay District and the provisions of Section 2.1.2 of the UDO, as added by Ordinance No. 901, apply to the Property. For purposes of Section 3.03(A)(3), the Carolina Heelsplitter Overlay District development restrictions and limitations are anticipated to be amended subsequent to the Submission Date and the development restrictions and limitations 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 S.C. Code §§ 6-29-1510 to -1560, as amended, or the provisions of Ordinance No. 673, the County's ordinance relating to the Vested Rights Act.

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

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

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

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

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

(5) that this Agreement was based on substantially and materially inaccurate information supplied by the Developer 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 Effective 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 or approvals needed, some of which may have been obtained as of the Effective Date include, but are not limited to:

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

(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 or commercial acreage subject to the transfer. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. This provision does not apply to the purchaser or other successor in title to the Developer of individual lots as set forth in Section 1.09.

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. Payment to Lancaster County. (A) Developer agrees to pay County one million dollars (\$1,000,000.00) the earlier of either July 1, 2018 or the time when the application is filed for a building permit for the first residential dwelling unit to be built in the development.

(B) Payment of the amount provided in Section 4.01A.(A) entitles the Developer to receive not more than eight hundred and ten (810) building permits for constructing residential dwelling units on the Property and as set forth in Ordinance No. 959. At the time of payment of the amount provided in Section 4.01A.(A), the County shall provide to the Developer a document indicating the Developer: (i) has paid the amount; (ii) is entitled to a specified number of building permits for residential dwelling units for the Property; (iii) will receive building permits upon meeting all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes adopted by County Council; (iv) will receive the building permits notwithstanding any applicable moratorium, limit on the issuance of building permits, or any other restriction on development rights in effect at the time of application or time of issuance for the building permit; and (v) that the County considers the issuance of the document entitling the Developer to building permits pursuant to this Section 4.01A.(B) to be a "building permit" as used in Section 13.6.2.6.5 of the UDO, as added to the UDO by Ordinance No. 673, and relating to vesting of construction projects.

(C) Developer acknowledges and agrees that the expenditure and use of the monies received by the County from the payment provided in Section 4.01A.(A) is at the sole 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 May 31, 2009, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000) 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.

(C) The Parties agree that pursuant to Section 6-1-1050 of the Code of Laws of South Carolina 1976, as amended, the payments provided for in this Agreement are instead of impact fees for facilities or services. By Developer agreeing to make these payments, the County agrees that no impact fee may be imposed by the County on Developer.

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 public or private, 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. 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. Developer will comply with any necessary improvements set forth in the traffic study prepared by Kublins Transportation Group, Inc., dated August 2008 (C08089), provided, that, road improvements shall be installed based on a phasing study which shall be conducted by a qualified traffic consultant at the expense of Developer and the installation of new traffic signals or improvements to existing traffic signals shall be based on warrant studies conducted by a qualified traffic consultant at established specific times and at the expense of Developer.

(2)(a) County may accept the dedication of the public roads in the Collins Road Site development to the County road system but only if the County Council passes an ordinance accepting the roads into the County road system. The County will not consider the acceptance of the dedication of the public roads until at least ninety percent (90%) of the residential dwelling unit lots in the Collins Road Site development have been build out and fifty percent (50%) of the commercial development has been built out. Any road proposed for dedication must meet or exceed all County road standards for construction and maintenance. In addition to meeting any other applicable requirement in the UDO, when Developer requests the County to accept the dedication of the public roads, the Developer shall provide a performance guarantee in the same manner and amount as provided in Section 13.7.15 of the UDO and the amount of the performance guarantee must be sufficient to pay the costs of resurfacing the roads at least once. The decision to accept the dedication of the public roads in the Collins Road Site development to the County road system is solely within the discretion of the County Council and County Council reserves the right to refuse to accept the dedication.

(b) Until the public roads in the Collins Road Site development are accepted into the County road system, Developer is responsible for all construction and maintenance, and the costs thereof, associated with public roads. After acceptance of the public roads into the County road system, as provided in Section 4.04(A)(2)(a), Developer agrees to continue to be responsible for the maintenance of the landscaping and sidewalks in the right-of-way and any medians of the public roads within the Property. Developer may transfer its maintenance obligation to a homeowners' or property owners' association, or similar organization, for the Collins Road Site development, provided, that the transfer is for perpetual maintenance.

(c) Developer is responsible for all maintenance and costs associated with the private roads and for the maintenance of any landscaping in the right-of-way and any medians of the roads within the Property. Developer may transfer its maintenance obligation to a homeowners' or property owners' association, or similar organization, provided, that the transfer is for perpetual maintenance.

(2) Developer agrees to maintain the landscaping at the entrance to the commercial and residential portion of 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, provided, that the transfer is for perpetual maintenance.

(B) Potable Water. Potable water will be supplied to the Property by 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.

(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.

(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 Volunteer 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.

(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. Improvement District and Revenue Bonds. Developer acknowledges that it may seek to have County Council provide public financing to defray the costs of public infrastructure to be constructed for the Property. As used in this section, “public financing” means financing as authorized by the County Public Works Improvement Act, codified as Sections 4-35-10 to -160, Code of Laws of South Carolina 1976, as amended (the “Act”), and the South Carolina Residential Improvement District Act, 2008 S.C. Act No. 350 (the “Residential Improvement District Act”). County agrees to reasonably cooperate with Developer to allow the use of the Act and the Residential Improvement District Act to provide public financing for public infrastructure for the development. Upon written request from Developer, County shall take such action as necessary to provide for public financing under the Act or the Residential Improvement District Act in such amounts as then current, definitive plans indicate to be necessary to fund the public infrastructure upon such terms and conditions as contained herein. The request for public financing may be in such dollar amount as the Developer may determine. The provision of public financing is conditioned as follows: (i) no county property tax millage or tax revenue shall be used for the costs of the public infrastructure or for the payment of principal and interest on any revenue bonds issued pursuant to the Act or the Residential Improvement District Act; (ii) no security interest shall be granted over any County funds or sources of revenue; (iii) the pledge of any funds to the repayment of the revenue bonds shall be limited to the funds derived from assessments imposed pursuant to the Act or the Residential Improvement District Act; (iv) at no time shall the full faith and credit of the County be pledged to the repayment of any bonds; (v) the County shall have no financial responsibility, or incur any cost, for the underwriting, marketing or sale of the bonds; (vi) the revenue bonds must be non-recourse to the County; (vii) Developer must make suitable arrangements, acceptable to the County, to guarantee completion of the construction of the public infrastructure; (viii) the approval of the public financing must comply with all applicable procedural and substantive requirements of the selected public financing mechanism; (ix) the County evaluating and determining, in its sole discretion, that the proposal is beneficial to the public interest after consideration of all circumstances; (x) the County and Developer agreeing on mutually acceptable terms and conditions of all associated documents; and (xi) the County or Developer choosing, within its respective discretion, to proceed with the provision of the public financing. Developer may arrange for the sale of the bonds, and if successful marketing arrangements can be made, the County agrees to cooperate in facilitating the issuance and marketing of the bonds, at no cost to the County.

Section 4.06. Land for Park and Recreation Facility. Developer agrees to set aside acreage useable for a park or recreation facility, or both. The general location for the set aside property is within Village D, as shown on the Preliminary Master Plan designated as “411 Acre Collins Road Site” prepared by ESP Associates dated July 11, 2008. Developer and County shall work together to identify the specific location of the property that will be set aside. County intends to involve in the identification process representatives from the entities that would provide services from the set aside property. County and Developer acknowledge that whether the set aside property is ultimately used for park or recreation uses is dependent on negotiations with the owners and developers of property near or adjacent to the Property. If it is determined that the set aside property will be conveyed to the County, then Developer agrees that the property will be conveyed free of any encumbrances and by way of special warranty deed conveying marketable and insurable title to the County.

ARTICLE V

MISCELLANEOUS

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

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

And to Developer: UHF Development, LLC
Attn: Hubie G. Tolsen, III
227 East Front Street
New Bern, NC 28560

With Copy to: Blackwell Trimmel, LLC
Attn. David R. Blackwell
201 West Dunlap Street
P.O. Box 2078
Lancaster, SC 29721

And to Owner: Wachovia Bank, N.A.
Attn: David M. Parker, SVP
Calibre (Mail Code NC 6729)
One West Fourth Street
Winston-Salem, NC 27101

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 Effective 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) If an amendment to this Agreement constitutes a major modification, the major modification may occur only after public notice and a public hearing by the County Council. A "major modification" means: (i) any increase in maximum gross density of more than 10% of development on the Property over that set forth in this Agreement; (ii) land use changes that are inconsistent with the land uses contained in this Agreement; (iii) any major miscalculations of infrastructure or facility needs from that contemplated in this Agreement and which create demand deficiencies; or (iv) any other significant deviation from the development as contemplated in this Agreement.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Effective 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 months, the County planning director must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

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

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

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

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

Section 5.07. Recording of Agreement. The Parties agree that Developer shall record this Agreement with the County 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 S.C. Code § 6-31-110, as amended. County reserves the right to enter into an agreement with the newly-incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

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

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

Section 5.12. 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.

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Execution Date.

WITNESSES:

[Signature]
[Signature]

OWNER:

Wachovia Bank, N.A. Successor Trustee as trustee for the Julia Scott Smith Trust fbo John Scott Cramer et al, the Julia Scott Smith Trust fbo Stuart W. Cramer III et al, the Julia C. Smith Revocable Trust, and the Alice C. Tolson Revocable Trust

By: [Signature]
Name: David M. Parker
Title: Senior Vice President
Date: 1/9/09

WITNESSES:

[Signature]
[Signature]

DEVELOPER:

UHF Development, LLC,
a North Carolina Limited Liability Company

By: [Signature]
Name: H. G. Tolson, III
Title: member/manager
Date: 1/18/09

WITNESSES:

[Signature]
[Signature]
[Signature]
[Signature]

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: [Signature]
Fredrick A. Thomas
Chair, County Council
Date: 1-26-2009

By: [Signature]
Larry F. Honeycutt
Secretary, County Council
Date: 1-26-2009

Exhibit A
Property Description

411 Acre Collins Road Site

U.S. Trust Tract (411.777 Acres):

All that piece, parcel or tract of land lying, being and situate in Indian Land Township, Lancaster County, South Carolina, containing 411.777 acres, more or less as shown on a boundary survey by Spratt-Seaver, Inc, dated April, 1967, entitled property of "John Scott Cramer" and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 17 at page 210. Being on both sides of Six Mile Creek and fronting on the north side of SC Road No. S-29-65, a short distance east of its intersection with SC Highway 521 near Belair Church.

Being the property conveyed to Wachovia Bank, NA Successor Trustee by the following deeds:
An undivided 20.65555% interest from Bank of America, National Association, Successor Trustee recorded March 20, 2008 in Deed Book 456 at Page 40. An undivided 29.34445% interest from Bank of America, National Association Successor Trustee recorded March 20, 2008 in Deed book 456 at Page 25. An undivided 20.65555% interest from Bank of America, National Association, Successor Trustee recorded March 20, 2008 in Deed Book 456 Page 30. An undivided 29.34445% interest from Bank of America, National Association, Successor Trustee recorded March 20, 2008 in Deed Book 456 at Page 35. All recorded in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map No. 0010-00-00-061

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Exhibit B

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.

Exhibit C
Development Schedule

<u>Years</u>	<u>Commercial Retail</u>	<u>Residential</u>
1-5	240,000 sq. ft.	450 units
6-10	<u>710,000</u> sq. ft.	<u>360</u> units
Total	950,000 sq. ft.	810 units

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

NOTE: County and Developer acknowledge that development of the Property is limited to 616 residential units until the commencement of the commercial development of the Property. Upon the commencement of the commercial development of the Property, an additional 194 residential units may be developed.

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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. Owner is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to develop the Property.

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

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

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

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

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.* See Article IV, including specifically Section 4.06.

(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. 959 zoning the Property Planned Development District (PDD-26).
2. Ordinance No. 960, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of the Submission Date. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of the Submission Date of this Agreement. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.

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Exhibit 2

Lancaster County

Memo

To: Members of Lancaster County Council
Chris Karres, Planning Director and Staff Liaison for the Planning Commission
Steve Willis, County Administrator
Mike Ey, County Attorney
(VIA Hand Delivery and Email)

From: Debbie C. Hardin, Clerk to Council *et*

Date: 5/30/2012

Re: Proposed Amendment to the Development Agreement for the Collins Road Site

On May 30, 2012, I received the enclosed correspondence from Joshua B. Vann of Morton & Gettys, Attorneys at Law, regarding a proposed Amendment to the Development Agreement for the Collins Road Site and a proposed ordinance to be adopted in connection therewith.

Please note that the letter from Mr. Vann explains that the developer currently anticipates conveying a pump station site to Lancaster County Water and Sewer District and such conveyance contains certain easements and rights-of-way and these conveyances are being made in conjunction with the completion of the Publix shopping center adjacent to the property subject to the development agreement.

MORTON & GETTYS
ATTORNEYS AT LAW

JAMES M. MORTON

JOHN P. GETTYS, JR. *

MICHAEL B. SMITH †

JOSHUA B. VANN

ELIZABETH S. OWEN

SENT VIA FEDERAL EXPRESS, OVERNIGHT DELIVERY

May 29, 2012

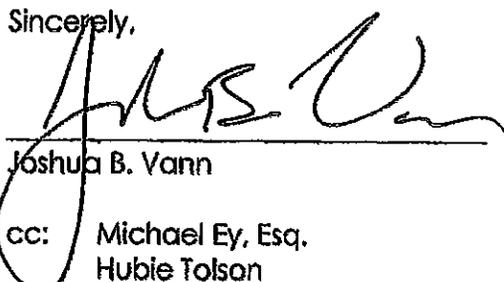
Mrs. Debbie Hardin, Clerk to Council
County Administration Building
101 North Main Street
Lancaster, SC 29721

RE: Proposed Amendment to Development Agreement for the Collins Road Site

Dear Mrs. Hardin:

Enclosed for consideration by Lancaster County Council, please find (i) a proposed first amendment to the development agreement for the Collins Road Site, and (ii) a proposed ordinance to be adopted by Lancaster County Council in connection therewith. The amendment, and ordinance adopting and approving it, is necessary because the developer, UHF Development Group, LLC, currently anticipates conveying a pump station site to Lancaster County Water and Sewer District in fee simple and conveying unto Lancaster County Water and Sewer District in connection therewith certain easements and rights-of-way. These conveyances are being made in conjunction with the completion of the Publix anchored shopping center which is adjacent to the real property subject to the development agreement. I look forward to Council's thoughts in this matter. Should you have any questions, please do not hesitate to give me a call. With kind regards, I remain

Sincerely,


Joshua B. Vann

cc: Michael Ey, Esq.
Hubie Tolson
Susan Causey
Mike Tamlinson, Esq.
Susan Driscoll, Esq.
(via e-mail only)

J. RICHARDS MCCRAE, III

WALTER G. DUSKY §

MICHAEL K. HATCH ‡

Certified Civil Court Mediator *
Certified Family Court Mediator †
Licensed in NC & SC §
Licensed in NC, SC, GA, & FL ‡
(GA & FL inactive)

ROCK HILL OFFICE
334 Oakland Avenue
Post Office Box 707
Rock Hill, SC 29731
office 803.366.3388
fax 803.324.3768

INDIAN LAND OFFICE
7580 Charlotte Highway
Highway 521, Suite 700
Fort Mill, SC 29707
office 803.548.5646
fax 803.547.4044

YORK OFFICE
616 E Liberty Street
Post Office Box 176
York, SC 29745
office 803.684.9604
fax 803.684.4932

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) **FIRST AMENDMENT TO THE
) DEVELOPMENT AGREEMENT
) COLLINS ROAD SITE**

A Development Agreement, dated December 1, 2008, for the Collins Road Site development was entered into by and among **UHF DEVELOPMENT GROUP, LLC** ("Developer"), a North Carolina limited liability company, **WACHOVIA BANK, N.A. SUCCESSOR TRUSTEE AS TRUSTEE FOR THE JULIA SCOTT SMITH TRUST FBO JOHN SCOTT CRAMER ET AL, THE JULIA SCOTT SMITH TRUST FBO STUART W. CRAMER III ET AL, THE JULIA C. SMITH REVOCABLE TRUST, AND THE ALICE C. TOLSON REVOCABLE TRUST** ("Owner"), and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina (the "Development Agreement"). The Development Agreement is recorded in the records of the Lancaster County Register of Deeds in Deed Book 503, Pages 1-24. Section 5.02 of the Development Agreement provides that amendments to the Development Agreement must be in writing and, for the amendment to be effective, it must be signed by the party against whom the amendment is sought to be enforced.

This **FIRST AMENDMENT** (the "First Amendment") to the Development Agreement is made and entered into as of the 9th day of July, 2012, by and among Developer, Owner and County.

RECITALS

WHEREAS, Lancaster County Water and Sewer District (District), a unit of local government separate and distinct from County, is the provider of water and sewer to the Collins Road Site development;

WHEREAS, District requires that it accept easements, deeds and dedications of water and sewer infrastructure and other appurtenances, on or within a development, free and clear of any and all liens, claims or encumbrances;

WHEREAS, the Development Agreement is recorded in the chain of title to the Collins Road Site development which means that any interest in the Collins Road Site development acquired by District for purposes of water and sewer infrastructure and related appurtenances would be subject to the terms, covenants and conditions of the Development Agreement;

WHEREAS, since the date of the Development Agreement, the trustee for the Owner merged with another entity and thus has a new name; and

WHEREAS, the purpose of this First Amendment is to provide that the District, as a successor in title to the Developer, is not responsible for the performance of any of the Developer's obligations under the Development Agreement, including the payment of any obligations, for any interest in the Collins Road Site development acquired by District for purposes of water and sewer infrastructure and related appurtenances and it is the further purpose of this First Amendment to update the name of the Owner.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, Developer, Owner and County agree as follows:

Section 1. Section 1.02(A)(12) of the Development Agreement is amended to read:

“(12) ‘Owner’ means ~~Wachovia Bank, N.A. Successor Trustee as trustee for the Julia Scott Smith Trust fbo John Scott Cramer et al, the Julia Scott Smith Trust fbo Stuart W. Cramer III et al, the Julia C. Smith Revocable Trust, and the Alice C. Tolson Revocable Trust~~ Wells Fargo Bank, N.A., a national banking association, as successor-by-merger to Wachovia Bank, N.A., as Successor Trustee under (i) the Trust Agreement with Julia Scott Smith dated November 13, 1973 for the benefit of Stuart W. Cramer, III, (ii) the Revocable Trust Agreement with Alice C. Tolson dated September 21, 1990, (iii) Trust Agreement with Julia Scott Smith dated November 13, 1973 for the benefit of John Scott Cramer, and (iv) Revocable Trust Agreement with Julia C. Smith dated December 30, 1998.”

Section 2. Section 1.09(B) of the Development Agreement is amended to read:

“(B) Except for the owners and lessees of individual commercial or residential lots who are the end users and not developers thereof, ~~and except for any easements, deeds and dedications of water and sewer infrastructure and other appurtenances granted to the Lancaster County Water and Sewer District~~, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to the County of the transfer of property to a developer in the manner prescribed in Section 3.05.”

Section 3. Section 2.01 of the Development Agreement, relating to Representations and Warranties of County, is amended by adding:

“(D) The County represents that it has approved the First Amendment to this Agreement in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other

applicable state law. The County represents that prior to the final reading of the ordinance approving the First Amendment to this Agreement that at least two public hearings were held after publication of the required notices and the publication of a notice of intent to consider a proposed amendment to the Agreement.”

Section 4. Section 2.02 of the Development Agreement, relating to Representations and Warranties of Developer, is amended by adding:

“(D) Developer represents that, as of the date of the First Amendment to this Agreement, it has contractual rights to develop the Property. Owner represents that, as of the date of the First Amendment to this Agreement, it is the only legal and equitable owner of the Property, except to the extent that (i) Developer has a contractual right to develop the Property or (ii) Owner has agreed to convey any interest in the Property to the Lancaster County Water and Sewer District, subject to the acceptance and recording of the interest in the Property by the Lancaster County Water and Sewer District neither of which has occurred as of the date of this First Amendment.”

Section 5. Exhibit E to the Development Agreement is amended to read:

**“Exhibit E
Laws and Land Development Regulations**

1. Ordinance No. 959 zoning the Property Planned Development District (PDD-26).
2. Ordinance No. 960, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of the Submission Date. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of the Submission Date of this Agreement. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.
6. Ordinance No. _____ approving the First Amendment to this Development Agreement.”

Section 6. Developer, Owner and County agree that Developer shall record this First Amendment with the County Register of Deeds within fourteen (14) days of the date this First Amendment is made and entered into.

Section 7. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than August 30, 2012, for the County’s unreimbursed costs related to this First Amendment. County and Developer agree that the foregoing cost reimbursement 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. Developer’s foregoing reimbursement obligation is capped at three thousand five hundred dollars (\$3500.00).

Section 8. Upon execution of this First Amendment by Developer, Owner and County, the Development Agreement consists of the Development Agreement as originally executed and recorded as amended by this First Amendment. The Development Agreement, as amended by this First Amendment, remains in full force and effect. To the extent that any of the terms of the Development Agreement conflict with this First Amendment, then the terms of this First Amendment shall control.

IN WITNESS WHEREOF, Developer, Owner and County have caused their respective names to be subscribed hereto, all as of the date set forth above as the date this First Amendment is made and entered into.

SIGNATURE PAGES FOLLOW.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. _____

AN ORDINANCE

TO APPROVE THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND AMONG UHF DEVELOPMENT GROUP, LLC, WACHOVIA BANK, N.A. SUCCESSOR TRUSTEE FOR CERTAIN TRUSTS AND LANCASTER COUNTY, RELATING TO THE COLLINS ROAD SITE DEVELOPMENT, SO AS TO PROVIDE FOR THE AFFECT UNDER THE DEVELOPMENT AGREEMENT OF THE ACCEPTANCE BY THE LANCASTER COUNTY WATER AND SEWER DISTRICT OF EASEMENTS, DEEDS AND DEDICATIONS OF WATER AND SEWER INFRASTRUCTURE AND OTHER APPURTENANCES; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE FIRST AMENDMENT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1.

(A) The Council finds that:

(1) By passage of Ordinance No. 960, Council approved a Development Agreement by and among UHF Development Group, LLC ("Developer"), Wachovia Bank, N.A. successor trustee for certain trusts ("Owner"), and Lancaster County ("County") for the Collins Road Site development (the "Development Agreement").

(2) The Development Agreement is recorded in the office of the Register of Deeds in Deed Book 503, Pages 1-24.

(3) The Developer for the Collins Road Site is providing for the installation of water and sewer infrastructure which will be conveyed upon completion and acceptance to the Lancaster County Water and Sewer District ("District").

(4) District policy provides that it will accept easements, deeds and dedications of water and sewer infrastructure and other appurtenances, on or within a development, only if it can be conveyed free and clear of any and all liens, claims or encumbrances.

(5) The Development Agreement provides that successors in interest to the Developer are responsible for the Developer's obligations when property is transferred.

(6) Since the date of the Development Agreement, the trustee for the Owner merged with another entity and thus has a new name.

(7) The Developer, Owner and District now seek to amend the Development Agreement to provide that the District is not responsible for performance of the Developer's obligations under the Development Agreement when easements, deeds and dedications of water and sewer infrastructure and other appurtenances are granted to the District and to update the name of the Owner.

Ordinance No. _____
Page 1 of 4
COLUMBIA 1075841v2

(8) County Council may amend the Development Agreement by adhering to the statutory requirements for the approval of development agreements and by approving an amendment to the Development Agreement.

(B) The purpose of this ordinance is to approve a First Amendment to the Development Agreement consistent with the findings in this section.

Section 2. The Chair and Secretary of the Council are authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver the First Amendment to the Development Agreement by and among UHF Development Group, LLC, Wachovia Bank, N.A. Successor Trustee and Lancaster County (the "First Amendment"). The form of the First Amendment is attached hereto as Exhibit A and all terms, provisions and conditions of the First Amendment are incorporated herein by reference as if the First Amendment were set out in this ordinance in its entirety. By adoption of this ordinance, Council approves the First Amendment and all of its terms, provisions and conditions. The First Amendment is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of Lancaster County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the First Amendment attached to this ordinance.

Section 3. The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the execution and delivery of the First Amendment and the performance of all obligations of the County under and pursuant to the First Amendment.

Section 4. 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 5. To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 6. This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

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AND IT IS SO ORDAINED, THIS 9th DAY OF JULY, 2012.

LANCASTER COUNTY, SOUTH CAROLINA

Kathy G. Sistare, Chair, County Council

D.W. "Cotton" Cole, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	June 11, 2012	Tentative
Second Reading:	June 25, 2012	Tentative
Public Hearing:	July 9, 2012	Tentative
Third Reading:	July 9, 2012	Tentative

Approved as to form:

County Attorney

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Ordinance No. _____
Page 3 of 4
COLUMBIA 1075841v2

Exhibit A to Ordinance No. _____

**First Amendment
to the
Development Agreement
Collins Road Site**

See attached.

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**Ordinance No. _____
Page 4 of 4
COLUMBIA 1075841v2**

Exhibit 2

2012011459
 AFFIDAVIT
 RECORDING FEES \$13.00
 PRESENTED & RECORDED:
 08-29-2012 01:01 PM
 JOHN LANE
 REGISTER OF DEEDS
 LANCASTER COUNTY, SC
 By: SHANA HIGGINS RSL
 BK: DEED 684
 PG: 232-238

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF LANCASTER) **FIRST AMENDMENT TO THE
) DEVELOPMENT AGREEMENT
) COLLINS ROAD SITE**

A Development Agreement, dated December 1, 2008, for the Collins Road Site development was entered into by and among UHF DEVELOPMENT GROUP, LLC ("Developer"), a North Carolina limited liability company, WACHOVIA BANK, N.A. SUCCESSOR TRUSTEE AS TRUSTEE FOR THE JULIA SCOTT SMITH TRUST FBO JOHN SCOTT CRAMER ET AL, THE JULIA SCOTT SMITH TRUST FBO STUART W. CRAMER III ET AL, THE JULIA C. SMITH REVOCABLE TRUST, AND THE ALICE C. TOLSON REVOCABLE TRUST ("Owner"), and the COUNTY OF LANCASTER (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina (the "Development Agreement"). The Development Agreement is recorded in the records of the Lancaster County Register of Deeds in Deed Book 503, Pages 1-24. Section 5.02 of the Development Agreement provides that amendments to the Development Agreement must be in writing and, for the amendment to be effective, it must be signed by the party against whom the amendment is sought to be enforced.

This **FIRST AMENDMENT** (the "First Amendment") to the Development Agreement is made and entered into as of the 9th day of July, 2012, by and among Developer, Owner and County.

RECITALS

WHEREAS, Lancaster County Water and Sewer District (District), a unit of local government separate and distinct from County, is the provider of water and sewer to the Collins Road Site development;

WHEREAS, District requires that it accept easements, deeds and dedications of water and sewer infrastructure and other appurtenances, on or within a development, free and clear of any and all liens, claims or encumbrances;

WHEREAS, the Development Agreement is recorded in the chain of title to the Collins Road Site development which means that any interest in the Collins Road Site development acquired by District for purposes of water and sewer infrastructure and related appurtenances would be subject to the terms, covenants and conditions of the Development Agreement;

WHEREAS, since the date of the Development Agreement, the trustee for the Owner merged with another entity and thus has a new name; and

WHEREAS, the purpose of this First Amendment is to provide that the District, as a successor in title to the Developer, is not responsible for the performance of any of the Developer's obligations under the Development Agreement, including the payment of any obligations, for any interest in the Collins Road Site development acquired by District for purposes of water and sewer infrastructure and related appurtenances and it is the further purpose of this First Amendment to update the name of the Owner.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, Developer, Owner and County agree as follows:

Section 1. Section 1.02(A)(12) of the Development Agreement is amended to read:

“(12) ‘Owner’ means Wells Fargo Bank, N.A., a national banking association, as successor-by-merger to Wachovia Bank, N.A., as Successor Trustee under (i) the Trust Agreement with Julia Scott Smith dated November 13, 1973 for the benefit of Stuart W. Cramer, III, (ii) the Revocable Trust Agreement with Alice C. Tolson dated September 21, 1990, (iii) Trust Agreement with Julia Scott Smith dated November 13, 1973 for the benefit of John Scott Cramer, and (iv) Revocable Trust Agreement with Julia C. Smith dated December 30, 1998.”

Section 2. Section 1.09(B) of the Development Agreement is amended to read:

“(B) Except for the owners and lessees of individual commercial or residential lots who are the end users and not developers thereof, and except for any easements, deeds and dedications of water and sewer infrastructure and other appurtenances granted to the Lancaster County Water and Sewer District, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to the County of the transfer of property to a developer in the manner prescribed in Section 3.05.”

Section 3. Section 2.01 of the Development Agreement, relating to Representations and Warranties of County, is amended by adding:

“(D) The County represents that it has approved the First Amendment to this Agreement in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law. The County represents that prior to the final reading of the ordinance approving the First Amendment to this Agreement that at least two public hearings were held

after publication of the required notices and the publication of a notice of intent to consider a proposed amendment to the Agreement.”

Section 4. Section 2.02 of the Development Agreement, relating to Representations and Warranties of Developer, is amended by adding:

“(D) Developer represents that, as of the date of the First Amendment to this Agreement, it has contractual rights to develop the Property. Owner represents that, as of the date of the First Amendment to this Agreement, it is the only legal and equitable owner of the Property, except to the extent that (i) Developer has a contractual right to develop the Property or (ii) Owner has agreed to convey any interest in the Property to the Lancaster County Water and Sewer District, subject to the acceptance and recording of the interest in the Property by the Lancaster County Water and Sewer District neither of which has occurred as of the date of this First Amendment.”

Section 5. Exhibit E to the Development Agreement is amended to read:

**“Exhibit E
Laws and Land Development Regulations**

1. Ordinance No. 959 zoning the Property Planned Development District (PDD-26).
2. Ordinance No. 960, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of the Submission Date. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of the Submission Date of this Agreement. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.
6. Ordinance No. 1150 approving the First Amendment to this Development Agreement.”

Section 6. Developer, Owner and County agree that Developer shall record this First Amendment with the County Register of Deeds within fourteen (14) days of the date this First Amendment is made and entered into.

Section 7. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than August 30, 2012, for the County’s unreimbursed costs related to this First Amendment. County and Developer agree that the foregoing cost reimbursement 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. Developer’s foregoing reimbursement obligation is capped at three thousand five hundred dollars (\$3500.00).

Section 8. Upon execution of this First Amendment by Developer, Owner and County, the Development Agreement consists of the Development Agreement as originally executed and recorded as amended by this First Amendment. The Development Agreement, as amended by this First Amendment, remains in full force and effect. To the extent that any of the terms of the Development Agreement conflict with this First Amendment, then the terms of this First Amendment shall control.

IN WITNESS WHEREOF, Developer, Owner and County have caused their respective names to be subscribed hereto, all as of the date set forth above as the date this First Amendment is made and entered into.

SIGNATURE PAGES FOLLOW.

WITNESSES:

OWNER:

Wells Fargo Bank, N.A., a national banking association, as successor-by-merger to Wachovia Bank, N.A., as Successor Trustee under (i) the Trust Agreement with Julia Scott Smith dated November 13, 1973 for the benefit of Stuart W. Cramer, III, (ii) the Revocable Trust Agreement with Alice C. Tolson dated September 21, 1990, (iii) Trust Agreement with Julia Scott Smith dated November 13, 1973 for the benefit of John Scott Cramer, and (iv) Revocable Trust Agreement with Julia C. Smith dated December 30, 1998

Pamela A. Jones
First witness

By: [Signature]

Name: Kimberley C. King

Title: Senior Vice President

Debra R. Culley
Second witness

Date: 8/28/12

STATE OF SOUTH CAROLINA)
) North
) Forsyth
COUNTY OF LANCASTER)

PROBATE

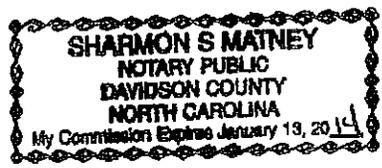
PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Wells Fargo Bank, N.A., a national banking association, as successor-by-merger to Wachovia Bank, N.A., as Successor Trustee under (i) the Trust Agreement with Julia Scott Smith dated November 13, 1973 for the benefit of Stuart W. Cramer, III, (ii) the Revocable Trust Agreement with Alice C. Tolson dated September 21, 1990, (iii) Trust Agreement with Julia Scott Smith dated November 13, 1973 for the benefit of John Scott Cramer, and (iv) Revocable Trust Agreement with Julia C. Smith dated December 30, 1998, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

Pamela A. Jones
First Witness Signs Again Here

Seal

SWORN to before me this
28 day of August, 2012.

[Signature]
Notary Public Signs AS NOTAR
Notary Public for the State of North Carolina
My Commission Expires: Jan 13, 2014



WITNESSES:

DEVELOPER:

UHF Development, LLC,
a North Carolina Limited Liability Company

[Signature]
First Witness

By: [Signature]
Name: Dubert G. Tolson, III
Title: MANAGER
Date: 8/27/12

[Signature]
Second Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

PROBATE

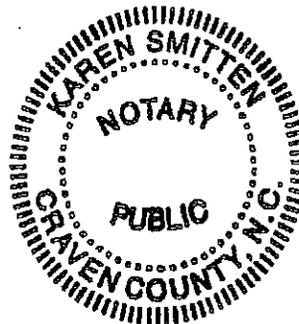
PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named UHF Development Group, LLC, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the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

[Signature]
First Witness Signs Again Here

Seal

SWORN to before me this
27th day of August, 2012.

Karen Smitten
Notary Public Signs AS NOTARY
Notary Public for the State of North Carolina
My Commission Expires: 9/11/14



THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit B

Property Location

MECKLENBURG

CO

Pleasant Valley

COUNTY

A
B
C
D
E
T

160

521

75

521

Caroline Acres Rd
Harrisburg Rd

Andrey Kell Rd

Sugar
Barberville

Calvin Hall Rd

Potts Ln

Fort Mill Hwy

Old Bates Rd

Marvin Rd

Possum Creek

Henry Harris Rd

Stacy Howie Rd

Indian Land Elem High Sch

Bridge Rd

Shelly Mullis Rd

Henry Harris Rd

Long Rd

Del Webb Blvd

Alycoth Rd

Jim Wilson Rd

Twelve Mile Ck

Charles Pettus Rd

Henry Harris Rd

Laney Rd

Hancock Rd

Hancock Waxhaw Rd

Hwy

Treetops

Danc Ln

Anchor Rd

Witters Rd

Bubb's Corner Rd

Level

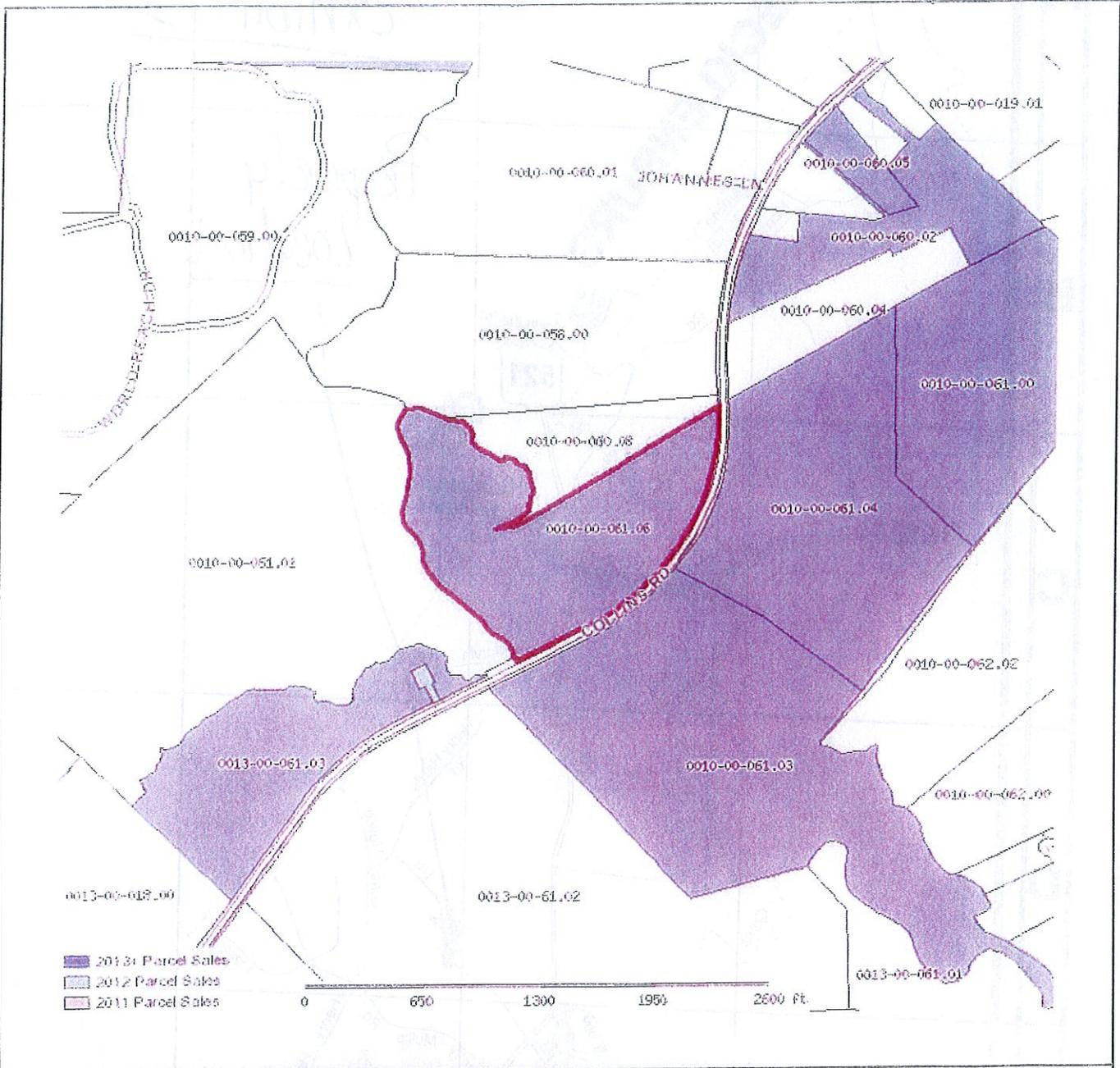
Donna Ln

C

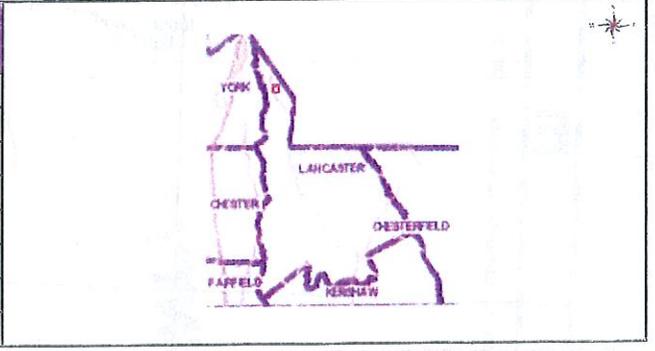
in Ln

Ched

73
Fire Dist
Dist

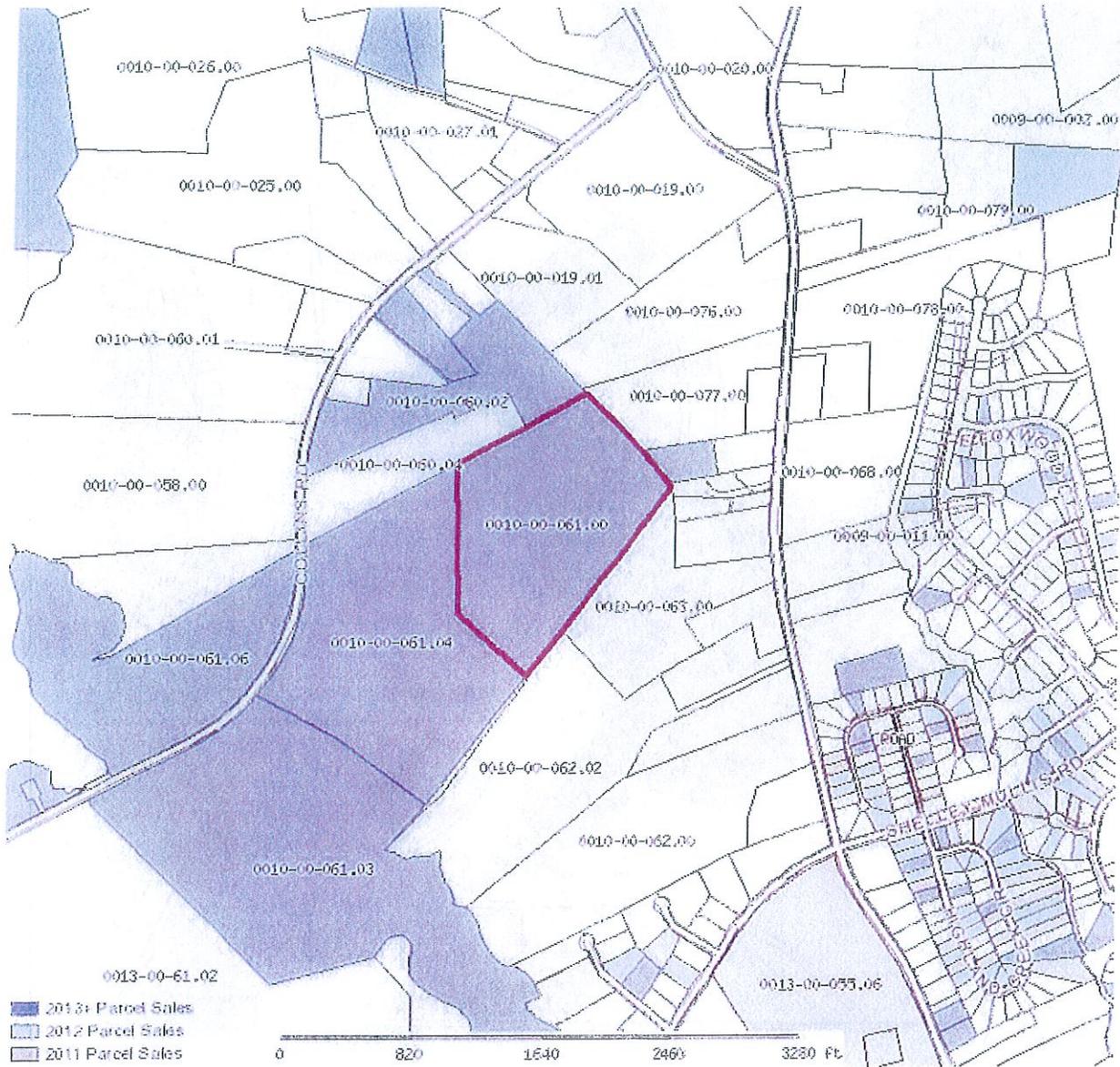


Lancaster County Assessor			
Parcel: 0010-00-061.06 Acres: 34.85			
Name:	SIX MILE INVESTMENTS LLC	Land Value:	\$1,227,962.00
Site:	COLLINS RD	Improvement Valt:	\$0.00
Sale:	\$\$1,203,400 on 07-2013 Vacant= Qual=0	Accessory Value:	\$0.00
Mail:	114 E MAIN ST STE 103 ROCK HILL, SC 29730	Total Value:	\$1,227,962.00

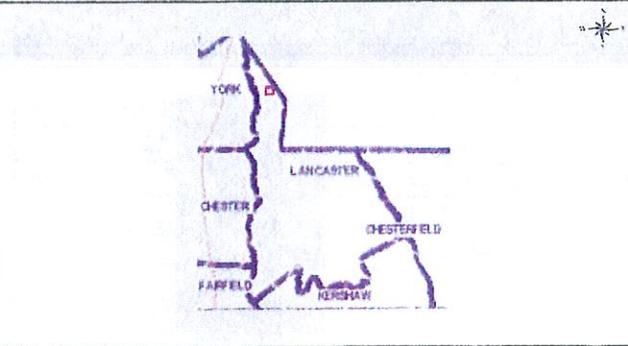


The Lancaster County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before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

Date printed: 01/10/14 : 12:00:09

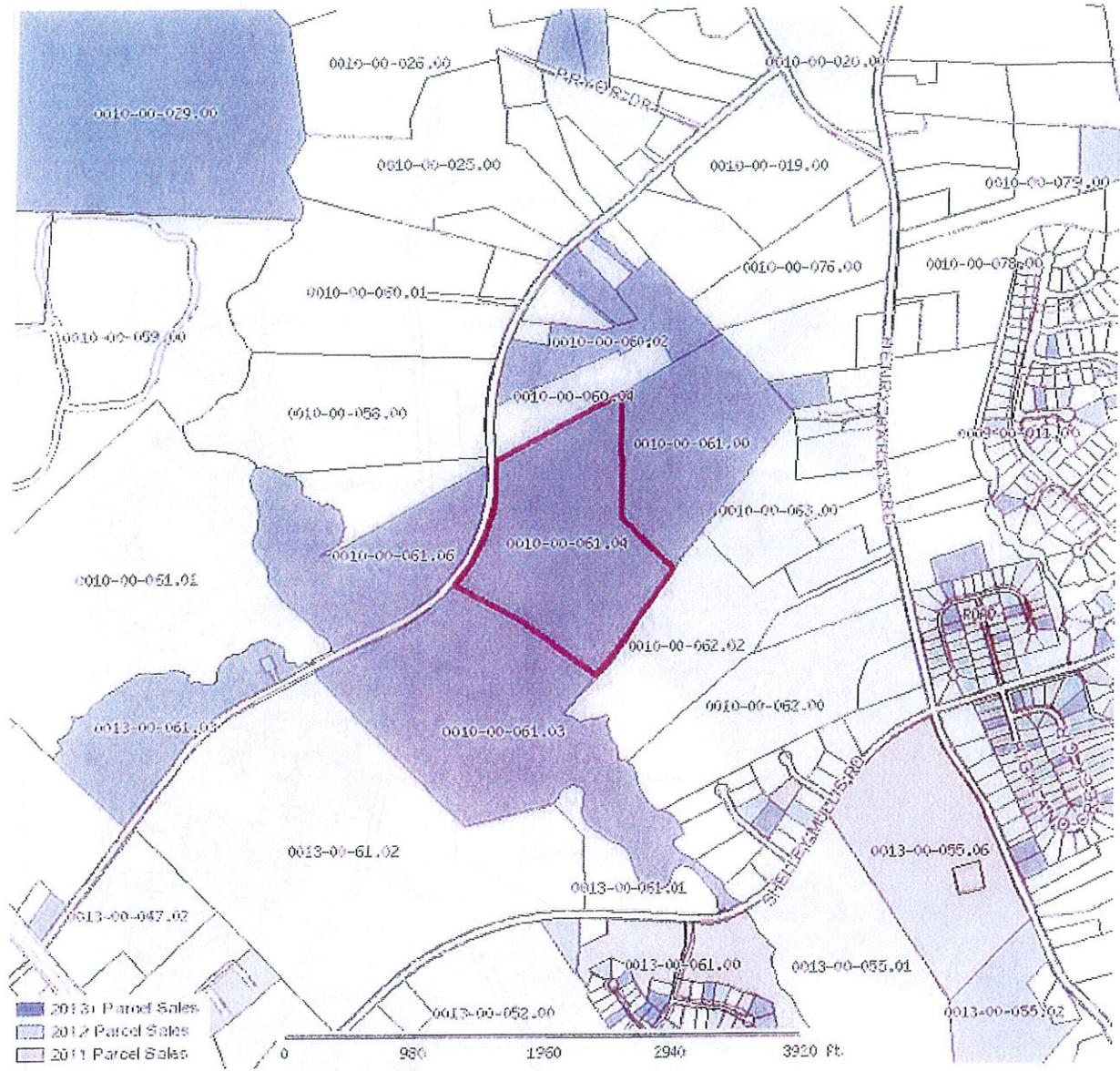


Lancaster County Assessor			
Parcel: 0010-00-061.00 Acres: 33.56			
Name:	INDIAN LAND INVESTMENTS LLC	Land Value	\$1,182,915.00
Site:	HWY 126	Improvement Val	\$0.00
Sale:	\$\$1,203,400 on 07-2013 Vacant= Qual=0	Accessory Value	\$0.00
Mail:	114 E MAIN ST STE 103	Total Value	\$1,182,915.00
	ROCK HILL, SC 29730		



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Date printed: 01/10/14 : 12:00:49

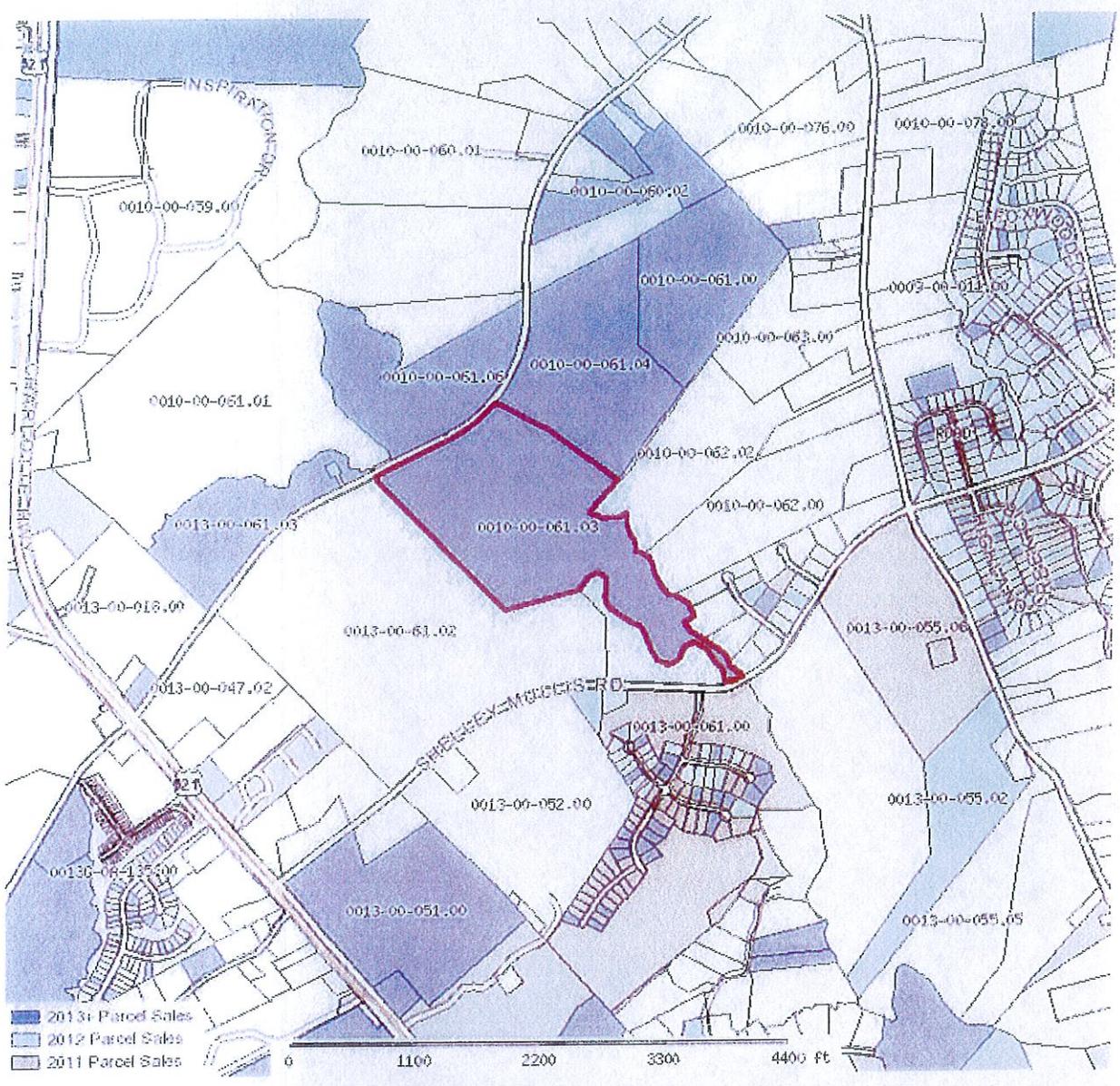


Lancaster County Assessor			
Parcel: 0010-00-061.04 Acres: 43.28			
Name:	ILTCP INC	Land Value	\$1,522,338.00
Site:	COLLINS RD	Improvement Valt	\$0.00
Sale:	\$\$1,778,241 on 07-2013 Vacant= Qual=0	Accessory Value	\$0.00
Mail:	114 E MAIN ST STE 103	Total Value	\$1,522,338.00
	ROCK HILL, SC 29730		



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Date printed: 01/10/14 : 12:01:45



■ 2013 Parcel Sales
■ 2012 Parcel Sales
■ 2011 Parcel Sales

0 1100 2200 3300 4400 Ft

Lancaster County Assessor			
Parcel: 0010-00-061.03 Acres: 65.5			
Name:	SIX MILE CREEK INVESTMENTS LLC	Land Value	\$2,298,609.00
Site:	COLLINS RD	Improvement Valt	\$0.00
Sale:	\$2,488,511 on 07-2013 Vacant= Qual=1	Accessory Value	\$0.00
Mail:	114 EAST MAIN ST STE 103	Total Value	\$2,298,609.00
	ROCK HILL, SC 29730		



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Date printed: 01/10/14 : 12:02:19

Indexed By
 Parcel ID

Card #

Account: 1400

Sticker #:

Location: HWY 126 Lancaster

Land Use: NCGOR - CorpAg

Owner #: INDIAN LAND INVESTMENTS LLC

Card: 1/1
 District: 01 -- County
 Ext. Parcel Area: 33,558 -- AC

Neigh: 01 -- 01
 Own Type:

Market Adj Value

Current	Year 2013
33,558	33,558
1,182,915	1,182,915
1,182,915	1,182,915

Sales Information

Grantor: INDIAN LAND INVESTMENTS LLC,
 Validity: 9E
 Sale Price: 0
 Sale Date: 2/19/2014
 Legal Ref: 789-178

Reval / Market Districts: 01
Neighborhoods:

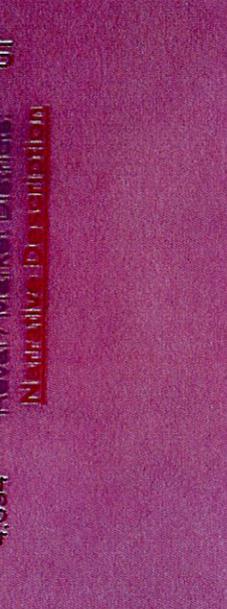
Market Adj Value

Land	Yard	Assessed	Capped
4,094	246	246	4,094
4,094	246	246	4,094
4,094	246	246	4,094

Reval / Market Districts: 01
Neighborhoods:

Reval / Market Districts: 01
Neighborhoods:

No Picture Available



No Sketch Available

Exhibit 5