(Space above this line for recording use)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(12) "Parties" means County and Developer.

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

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

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

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

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

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

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

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

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

And to Developer:	Bretagne Holdings, LLC P.O. Box 49244 Charlotte, NC 28277
With Copy to:	Spencer & Spencer, PA Attn: W. Chaplin Spencer, Jr., Esq. 226 E. Main Street P.O. Box 790 Rock Hill, SC 29731

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

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

WITNESS our Hands and Seals this ____day of _____, 2016.

WITNESSES:

Bretagne Holdings, LLC,
a South Carolina limited liability company

_____ BY: _____

ITS:

_____ DATE:_____, 2016

WITNESSES:

COUNTY OF LANCASTER,
SOUTH CAROLINA

_____ BY: _____
Steve Willis
ITS: County Administrator

_____ DATE:_____, 2016

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF LANCASTER)

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

_____
First Witness Signs Again Here

Seal

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

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

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF LANCASTER)

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

_____
First Witness Signs Again Here

Seal

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

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

Exhibit A
Property Description

TRACT 1 (Phase 1)

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

TRACT 2 (Phase 2)

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

TRACT 3 (Phase 3)

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

Exhibit B
Development Conditions
and
Development Acreage and Information

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

Conditions and Exceptions

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

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

9. The following exception to Section 10.6(17) of the UDO (New Subdivision or Commercial Development Signs) is approved: in lieu of the thirty-two (32) square foot maximum, the maximum sign surface area shall not exceed fifty (50) square feet.

10. The following front and side setbacks for corner lots is approved: for corner lots in the Villages, the front yard setback is not less than twenty-five feet (25') and the side yard setback is not less than fifteen feet (15'); for corner lots in the Estate portion of the Property, the front yard setback is twenty-five feet (25') and the side yard setback is not less than twenty-five feet (25').

11. The following exception to Section 12.11.2 of the UDO (Street Yard Landscaping) and Section 13.8.3(p) of the UDO (Final Plat, Performance Guarantee) is approved: in lieu of the Developer planting the trees required by Section 12.11.2 of the UDO or providing a performance guarantee as required by Section 13.8.3(p), the owner of each individual lot shall be responsible for planting the trees required by Section 12.11.2 and the trees must be planted before a certificate of occupancy may be issued for the property.

Density and Acreage Information

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

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Exhibit C
Development Schedule

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

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Exhibit D
Required Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E

Laws and Land Development Regulations

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

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Exhibit F
Overall Development Plan is Attached

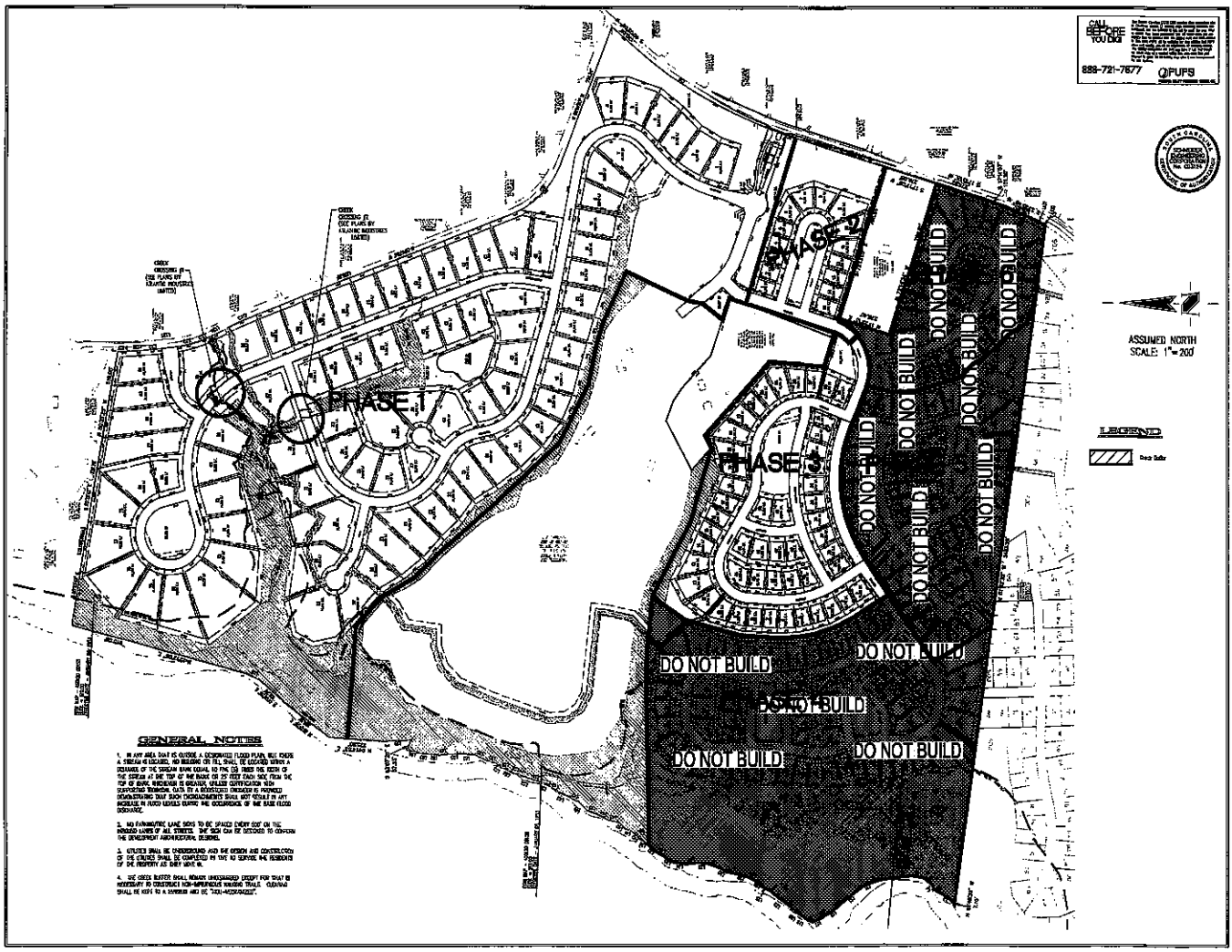
PCL XL error

Subsystem: xlpaint

Error: Input Stream EOF

Operator: BezierRelPath

Position: 625589



GENERAL NOTES

1. IN ANY AREA THAT IS OUTSIDE A DESIGNATED FLOOD PLAIN, BUT WHERE A STREAM IS LOCATED, NO BUILDING OR FILL 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 OR 25 FEET EACH SIDE FROM THE TOP OF BANK, WHICHEVER IS GREATER, UNLESS CERTIFICATION WITH SUPPORTING TECHNICAL DATA BY A REGISTERED ENGINEER IS PROVIDED DEMONSTRATING THAT SUCH ENCROACHMENTS SHALL NOT RESULT IN ANY INCREASE IN FLOOD LEVELS DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.

2. NO PARAMOUNT LANE SIGNS TO BE SPACED EVERY 500' ON THE INDICATED LAYERS OF ALL STREETS. THE SIGN CAN BE DESIGNED TO CONFORM THE DEVELOPMENT ARCHITECTURAL DESIGNS.

3. UTILITIES SHALL BE UNDERGROUND AND THE DESIGN AND CONSTRUCTION OF THE UTILITIES SHALL BE COMPLETED IN TIME TO SERVICE THE RESIDENTS OF THE PROPERTY AS THEY MOVE IN.

4. THE CREEK BUFFER SHALL REMAIN UNDISTURBED EXCEPT FOR THAT IS NECESSARY TO CONSTRUCT NON-IMPROVISIONS WALKING TRAILS. CLEARING SHALL BE KEPT TO A MINIMUM AND BE "NON-MECHANIZED".

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REGIONS OF BRETAGNE 1, 2, 3

LANCASTER COUNTY, SOUTH CAROLINA

PALM COAST DEVELOPMENT, LLC
1240 WEBSTERS WAY, SUITE 102, MT. PLEASANT, S.C. 29466

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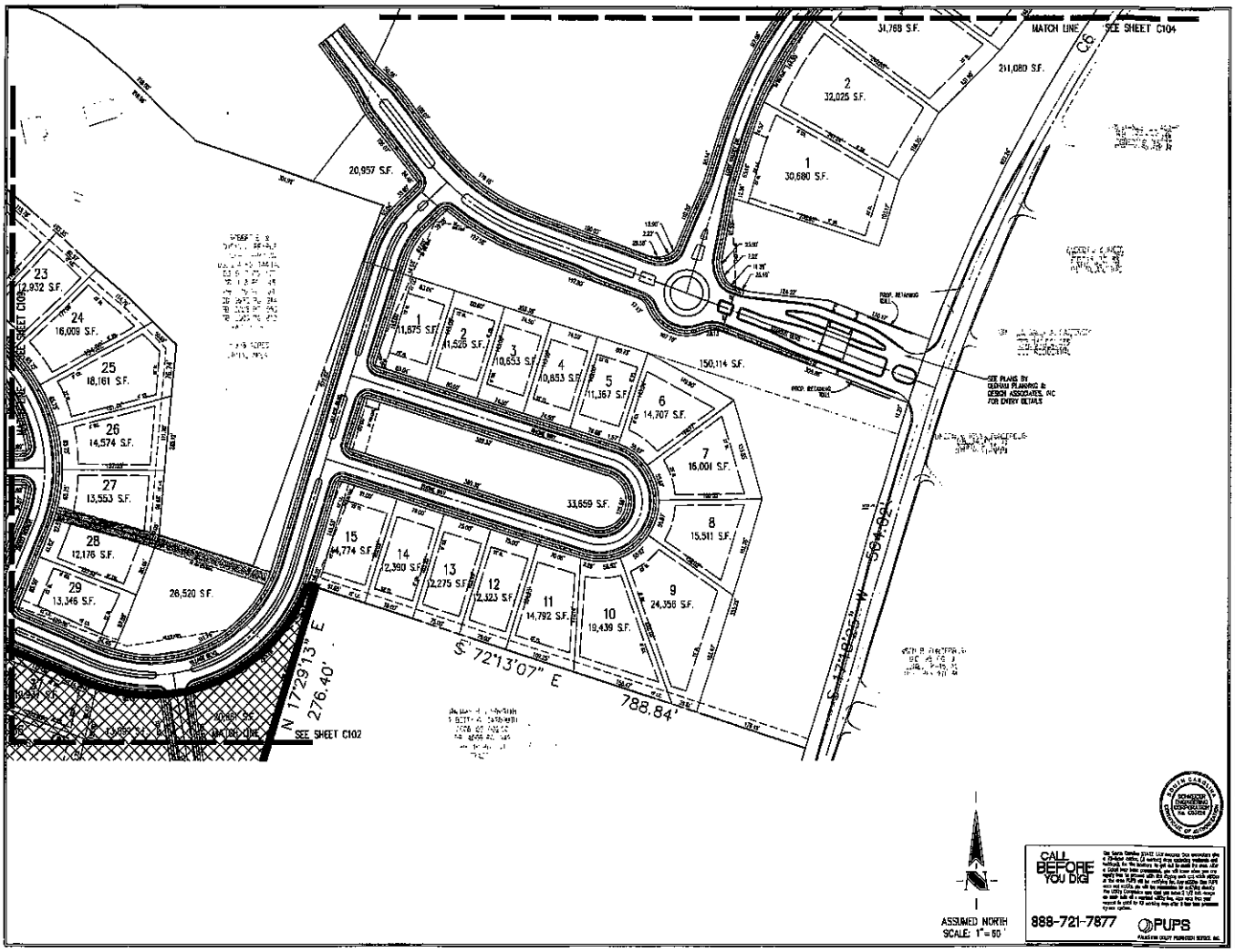
SHEET NO.: C101



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PALM COAST DEVELOPMENT, LLC
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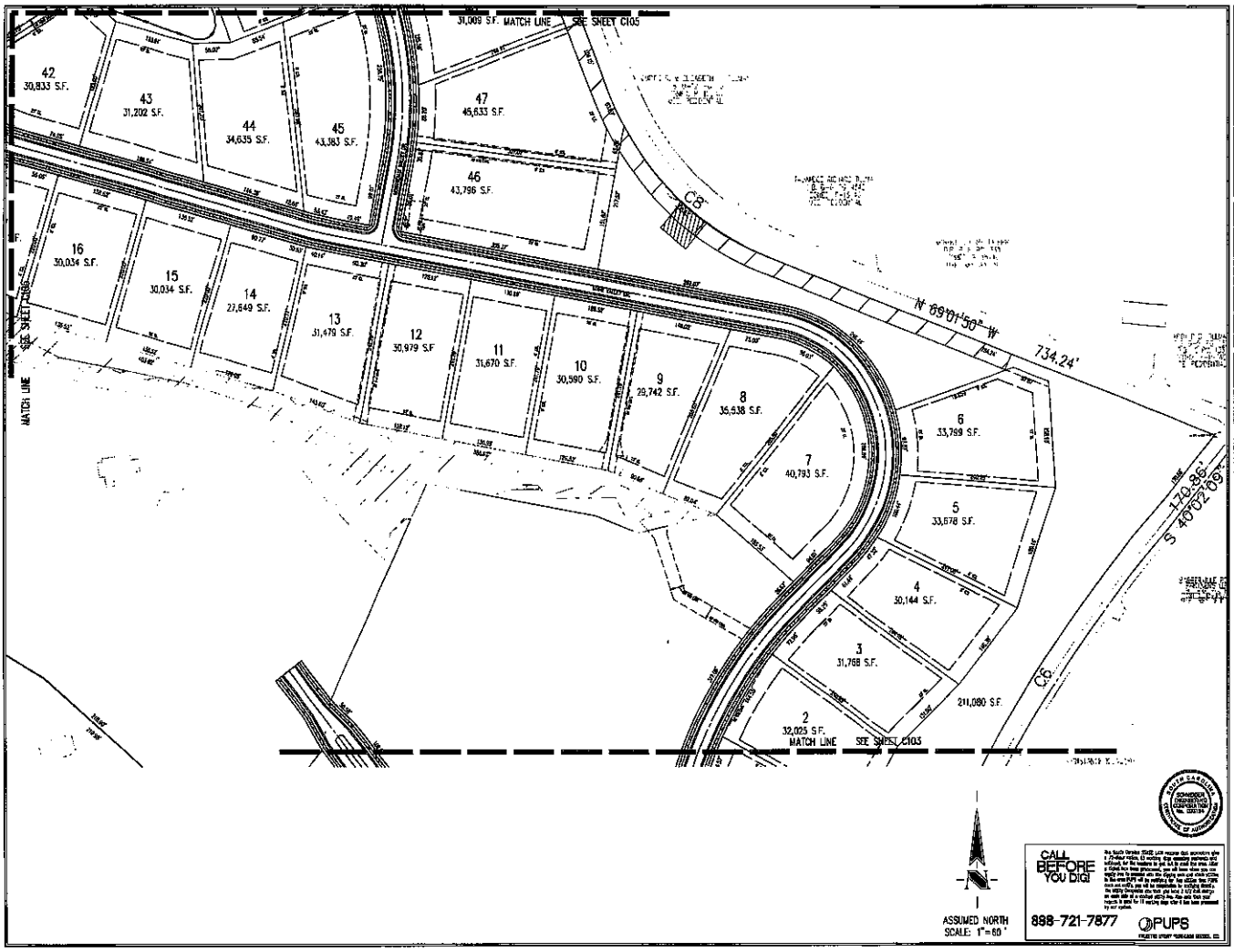
05/27/16	6360.003
XJB	AH
SITE PLAN	

C103



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3
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2
32,025 S.F.
MATCH LINE SEE SHEET C103
211,080 S.F.
C8
C6
N 69°01'50" W
734.24'
170.86'
S 40°02'09"
MATCH LINE SEE SHEET C106
ASSUMED NORTH
SCALE: 1"=60'
CALL BEFORE YOU DIG!
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PALM COAST DEVELOPMENT, LLC
05/27/16
6300.003
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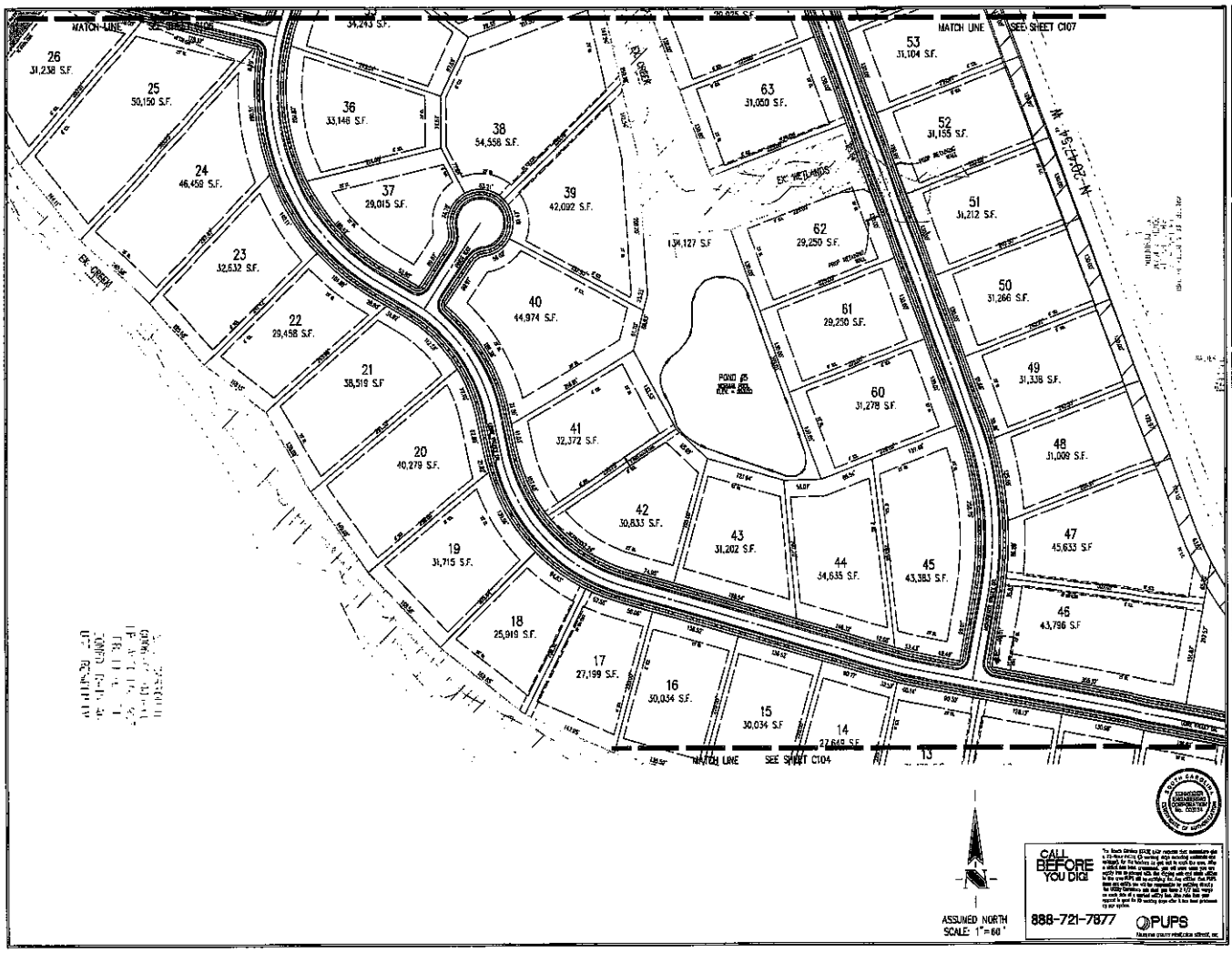
AM
SITE PLAN
C104



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LANCASTER COUNTY, SOUTH CAROLINA

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1240 WINNIPEG WAY, SUITE 102, MT. PLEASANT, S.C. 29418

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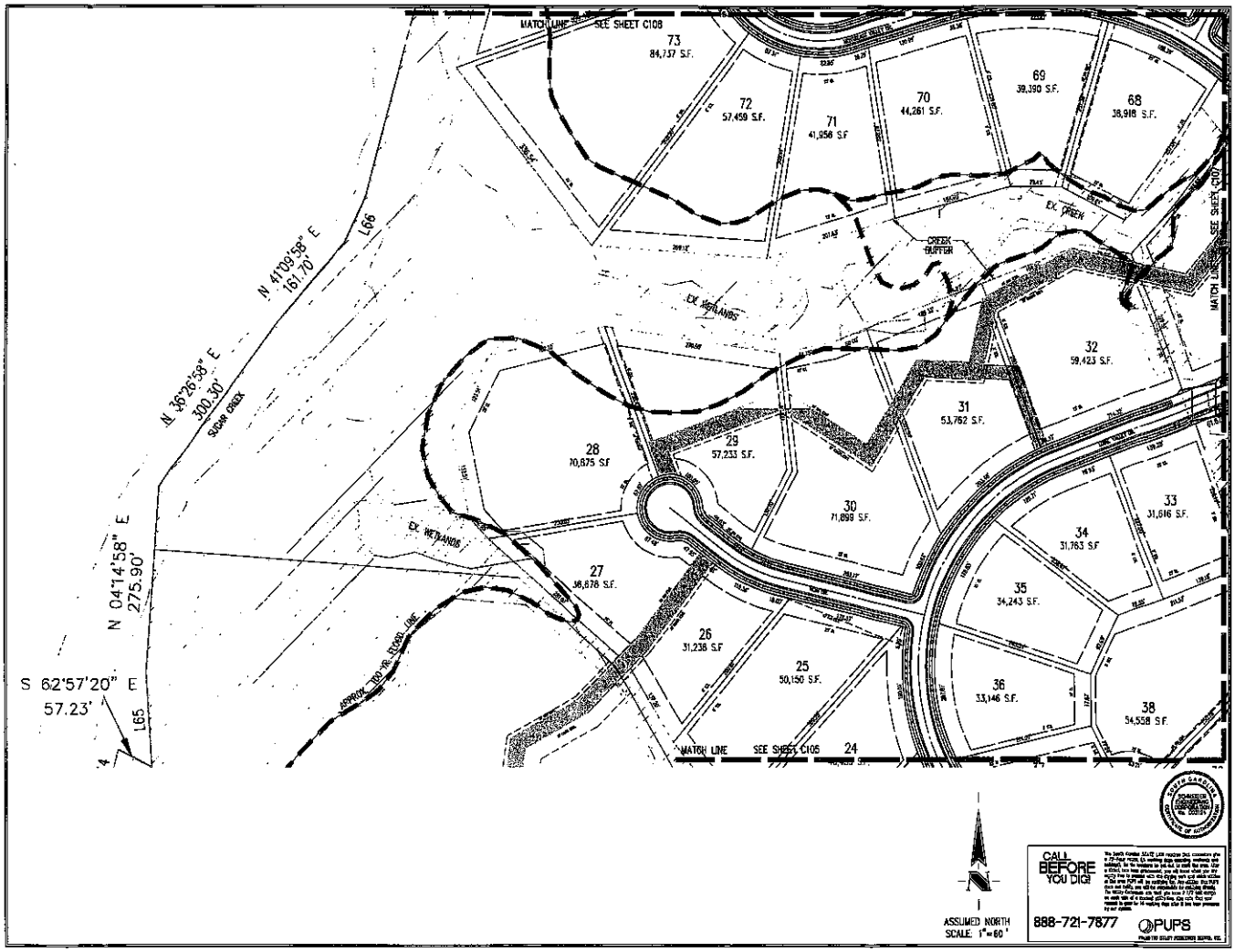
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EX. WETLANDS
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N 36°26'58" E
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SUGAR CREEK
N 04°14'58" E
275.90'
S 62°57'20" E
57.23'
L65
APPROX. 100-YR. FLOOD LINE
ASSUMED NORTH
SCALE: 1"=60'
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PUPS
Schneider
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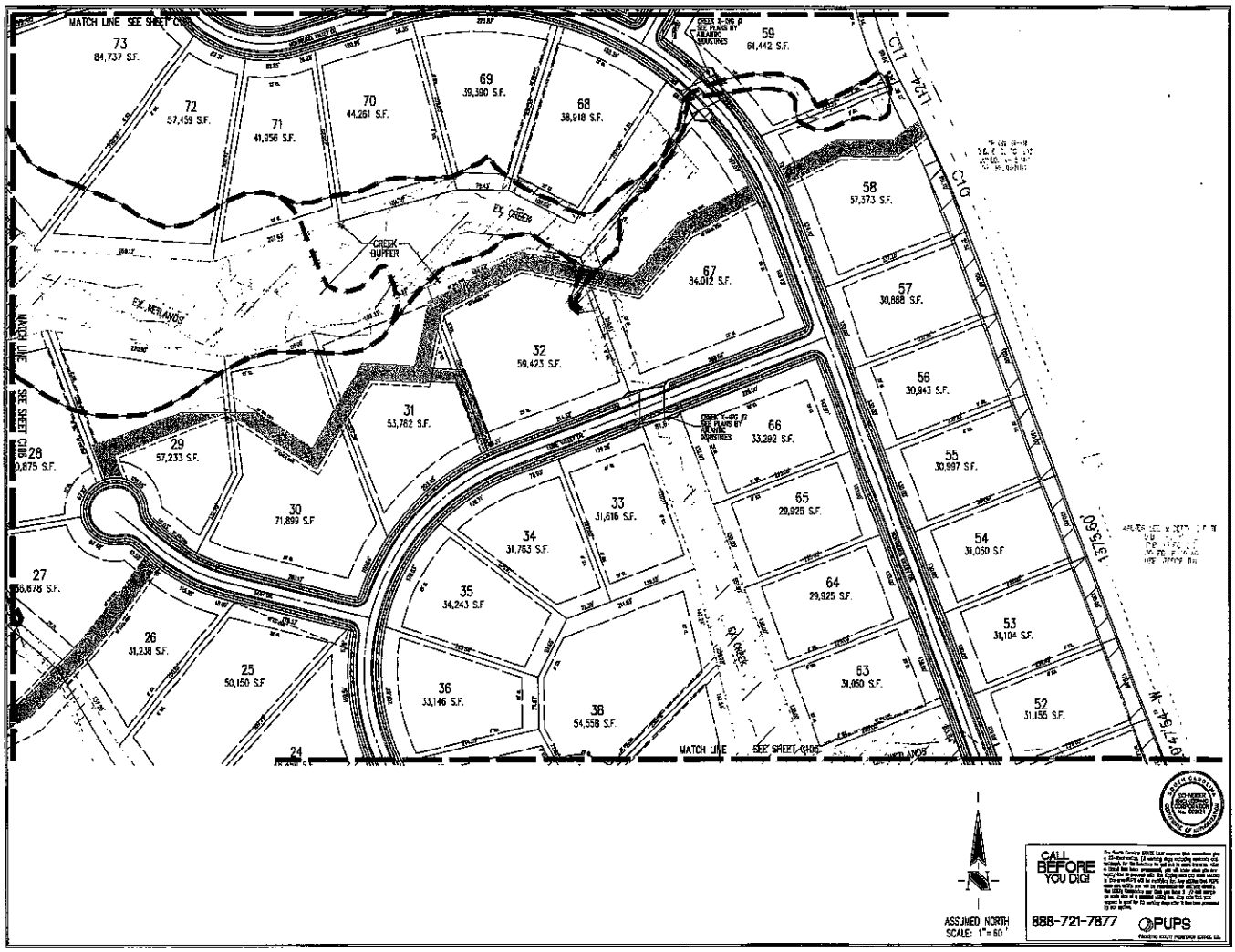
LANCASTER COUNTY, SOUTH CAROLINA
PALM COAST DEVELOPMENT, LLC
C106



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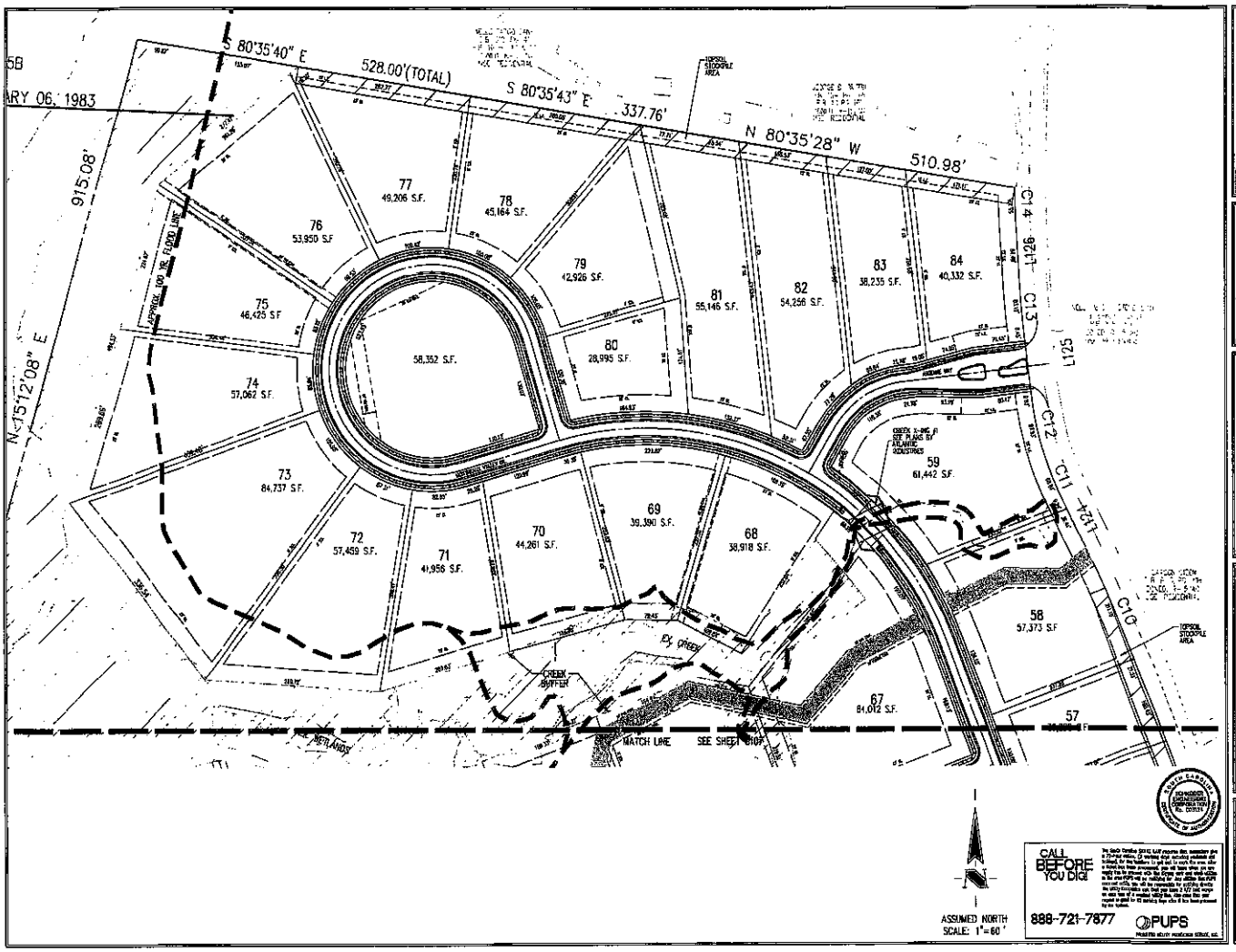
05/27/16	6380-003
KJB	AM

SITE PLAN

C107



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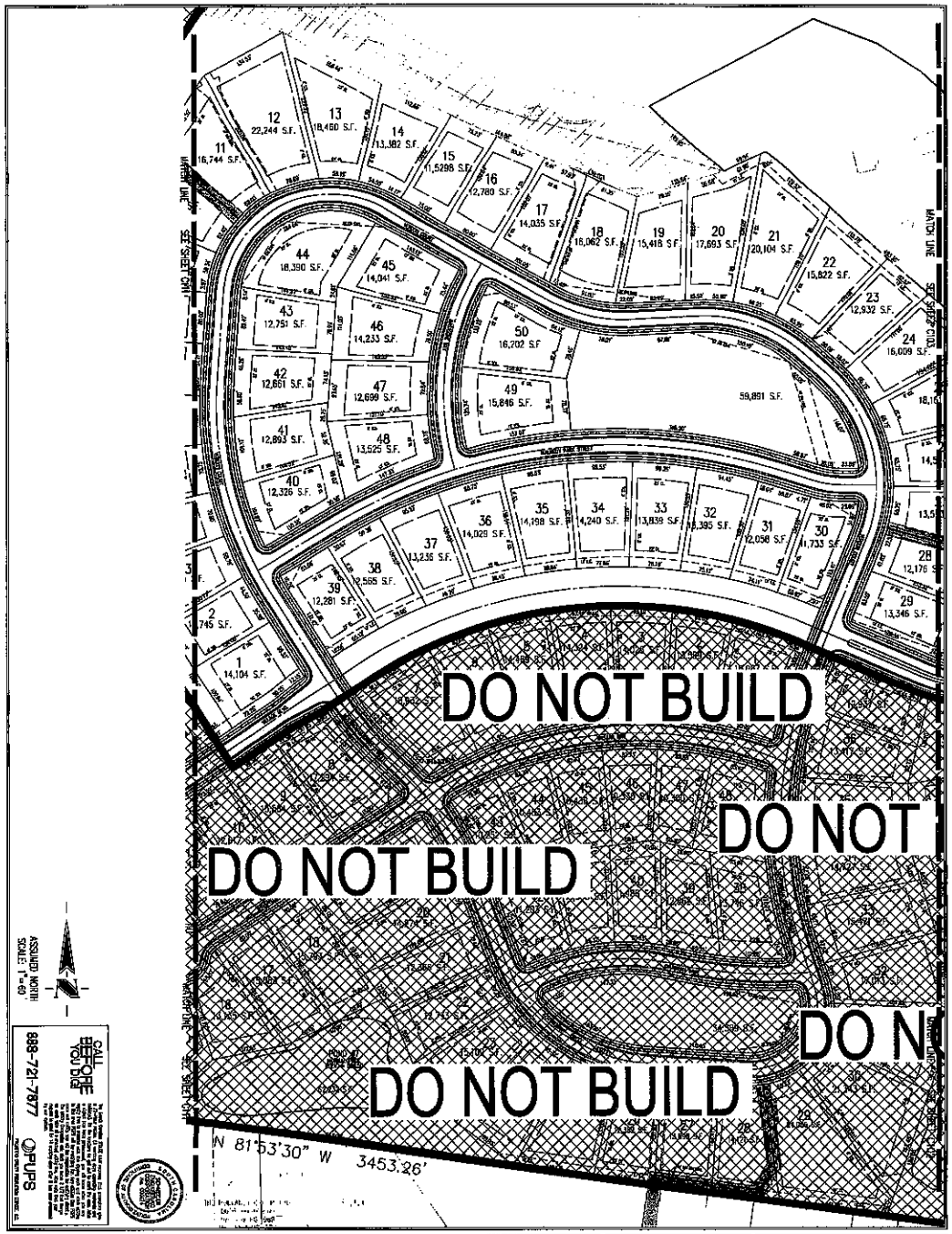
05/27/16	6360.003
KJB	AU
SITE PLAN	

C108



REGIONS OF BRETAGNE 1, 2, 3

LANCASTER COUNTY, SOUTH CAROLINA

PALM COAST DEVELOPMENT, LLC
1240 WINDMOTING WAY, SUITE 102, MT. PLEASANT, S.C. 29466

Schneider

C109

NOT BUILD
DO NOT BUILD
DO NOT BUILD
DO NOT BUILD
N 81°49'36" W
7.16'
N 81°53'30"
ASSUMED NORTH
SCALE: 1"=60'
CALL BEFORE YOU DIG!
888-721-7877
PUPS
Schneider
REGIONS OF BRETAGNE 1, 2, 3
LANCASTER COUNTY, SOUTH CAROLINA
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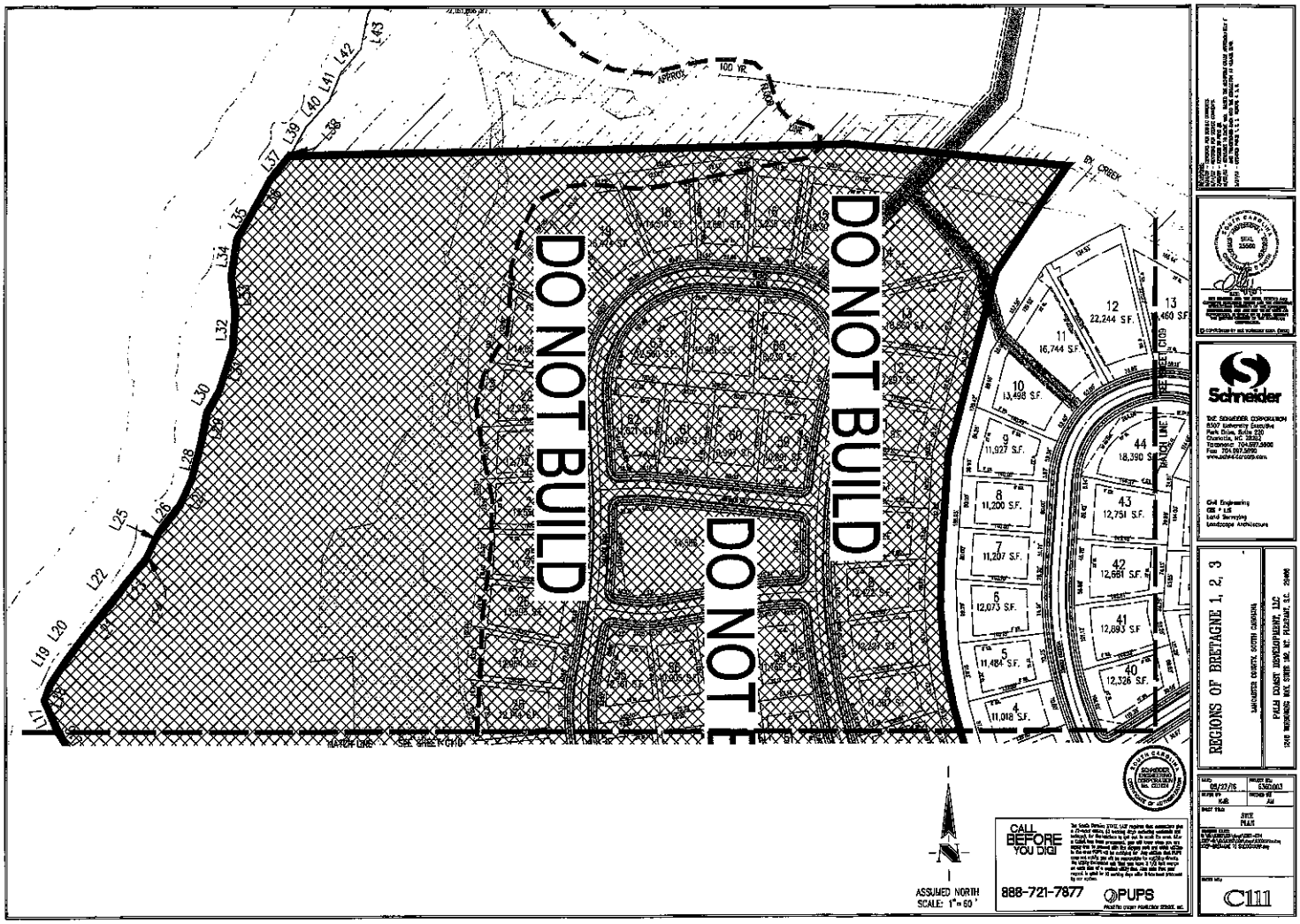
C110


DO NOT BUILD
DO NOT BUILD
DO NOT BUILD
APPROX. 100 YR. FLOOD LINE
BY CREEK
MATCH LINE
SEE SHEET C110
12 22,244 S.F.
13 460 S.F.
11 16,744 S.F.
10 13,498 S.F.
9 11,927 S.F.
8 11,200 S.F.
7 11,207 S.F.
6 12,073 S.F.
5 11,484 S.F.
4 11,018 S.F.
44 18,390 S.F.
43 12,751 S.F.
42 12,661 S.F.
41 12,893 S.F.
40 12,326 S.F.
ASSUMED NORTH
SCALE: 1" = 60'
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09/27/16
6360.003
SITE PLAN
C111