Exhibit 1

2. Use the following formula to determine the amount of the site acreage to be set aside as open space. Note: Refer to Section 2.1.5.6 (l) of the UDO for additional examples.

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

   TO = ((TP – PC) OSP) + PC

   TO = Total Open Space Set Aside (acres)

   TP = Total Parcel (acres)

   PC = Primary Conservation Areas (acres)

   OSP = Open Space Percentage (% of Site Acreage excluding PC)

   TO = ((182.07 - 15.24) .25) + 15.24

   TO = 56.95 acres of Total Open Space Set Aside "Required"

   Total open space provided: 84.64

3. Have Primary Conservation areas been accounted for? Note: Refer to Section 2.1.5.6 (f) (3).	✓		
4. Is no less than twenty-five percent (25%) of the site acreage, not including primary conservation areas, set aside in perpetuity as open space? 41.60%	✓		(84.64-15.24)/ (182.07-15.24) = 41.60%
5. Does the proposed open space comply with Chapter 19 and Section 17.1 of the UDO?	✓		
6. Have structures, swimming pools, and athletic facilities been excluded from the open space area? Note: structures that serve an accessory function, such as a gazebo, fishing dock, playground equipment or play structures are permitted.	✓		
7. Where practicable, have the following been included in open space? – Wooded areas – Scenic vistas – Streams, ponds, wetlands and floodplains – Buffers, including landscaped, perimeter, river and stream – Areas containing slopes in excess of twenty-five percent (25%) – Areas containing unusual natural site features (such as major rock formations) – Environmentally, historically or archaeologically significant or unique areas	✓		
8. Is open space contiguous, when not restricted by topography, existing water body and other natural features?	✓		
9. Do pedestrians have access to open space?	✓		
10. Has the removal of trees and natural vegetation in designated open space been limited? Note: Trees over twenty-four inches (24") in diameter (DBH) shall be preserved and incorporated in designated open space where practicable.	Tree save areas and measures to be designated during construction document phase		

Maximum Density:

1. Does the proposed density comply with that allowed for the residential use district in which it is located? Note: Refer to Section 2.1.1 of the UDO. Required: 1.50 du/Acre; Proposed: 1.50 du/Acre (273 Lots / 182.07 Acres)	✓	

Exhibit 1

2. Use the following formula to determine the total number of dwelling units allowed. Note: Refer to Section 2.1.5.6(l) for additional examples.
   Total Dwelling Units Allowed = Total Parcel multiplied by Maximum Dwelling Units per Acre
   TU = (TP) (DUA)
   TU = Total Units Allowed (dwelling units)
   TP = Total Parcel (acres)
   DUA = Maximum Dwelling Units per Acre (dwelling units/acres)
   TU = (182.07) (1.5)
   TU = 273.11 Total Lots or Dwelling Units Allowed

Connectivity:

1. Does the proposed cluster subdivision have a connectivity index of 1.4 or greater? Note: Refer to Section 13.7.9.1 of the UDO.		✓
2. Are one hundred fifty (150) or more dwelling units proposed?	✓	
a. If yes to 2 above, has a second means of ingress/egress been provided? Note: Refer to Section 13.7.8.9 of the UDO.	✓	
3. Is the property adjacent to undeveloped or residential parcels containing five (5) or more acres?	✓	
a. If yes to 3 above, has at least one (1) stubbed out street been provided? See justification statement in Development Agreement Note: Refer to Section 13.7.10.3 of the UDO.		✓
4. Does the proposed cluster subdivision connect to open space (i.e. bike paths, walking/hiking trails, etc.) in adjacent developments where practicable?	✓	

Note: Applicant has requested a variance from Connectivity Index (Links/Nodes) as noted in Section 13.7.9.1 of the Lancaster County Unified Development Ordinance, unless an exemption or waiver is granted from this requirement as per the Bent Creek Development Agreement, Ordinance #2014-1284, scheduled for final reading by County Council on July 14, 2014.

Additional Site Planning Standards:

1. Is the overall site design harmonious in terms of landscaping, enclosure of principal and accessory uses, sizes of structures, street patterns, and use relationships?	✓	
2. Does the proposed site layout accommodate and preserve any features of historic, cultural, archaeological or sensitive environmental value?	N/A	N/A
3. Are individual lots, buildings, structures, streets, parking areas, utilities and infrastructure designed and sited to minimize the alteration of natural features, vegetation and topography?	✓	
4. Where practicable, are individual lots, buildings, structures, streets, parking areas, utilities and infrastructure designed and sited to be compatible with surrounding development patterns?	✓	
5. Are view sheds from existing public right-of-way unobstructed and/or enhanced?	✓	
6. Do proposed streets meet the construction standards of Chapter 13 of the UDO and Section 26-61 of the Lancaster County Code of the Lancaster County Code?	✓	

Exhibit 1

a. If on-street parking is proposed, has adequate right-of-way and pavement width been provided in accordance with standards of the South Carolina Department of Transportation (SCDOT)?	N/A	N/A
7. Is a sidewalk proposed on at least one side of every local street?	✓	
8. Is a sidewalk proposed on both sides of arterial and collector streets?	✓	
9. Are local, arterial and collector streets clearly labeled?	✓	
10. Has a traffic impact analysis been provided? Note: Refer to Section 13.7.10.1 (c) of the UDO.	✓	
a. Has the traffic impact analysis been reviewed by the County in conjunction with the South Carolina Department of Transportation by a County level traffic planner or third-party consultant?	✓	
11. Does proposed landscaping meet the requirements of Chapter 12 and Chapter 22 of the UDO?	To be determined during construction document phase.	
a. If yes to 11 above, have existing trees and natural vegetation been retained wherever possible to meet this requirement?		
12. Do buffer yards between adjacent zoning districts comply with the requirements of Chapter 12 of the UDO?	N/A	N/A
a. Have existing trees and natural vegetation been retained wherever possible to meet buffer requirements?		
13. Is a fifty foot (50') buffer included along the frontage of all existing public streets?	✓	
a. If yes to 13 above, does the buffer provide a visual buffer for principal structures? A minimum of twenty-five percent (25%) of the trees and seventy-five percent (75%) of the shrubs shall be evergreens.	To be determined during construction document phase.	
14. Are buffers included in the proposed open space area?	✓	
a. If yes to 14 above, are required buffer areas contiguous with areas designated as open space?	✓	
15. Does the proposed plan demonstrate variety in architecture and building materials?		
a. Are buildings constructed using quality finish materials (i.e., brick, masonry, stone, concrete siding, or stucco)?	To be determined during construction document phase.	
b. Is vinyl siding used in combination with other building materials?		

Planning Office Use Only:

Date Received:
Received By:
Fee Paid:
Date of Meeting Scheduled:

Notes:

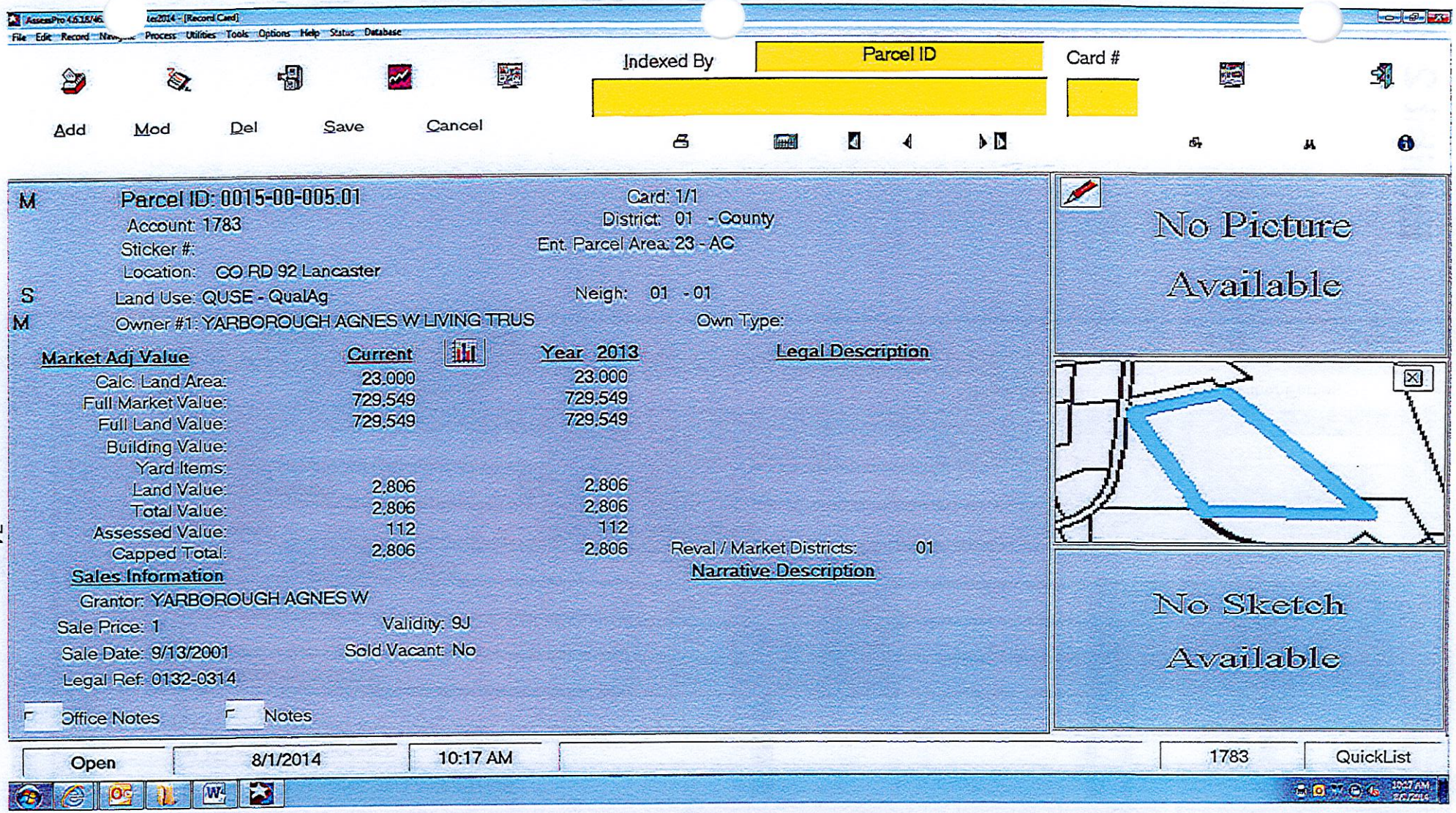

File Edit Record Process Utilities Tools Options Help Status Database
Indexed By
Parcel ID
Card #
Add
Mod
Del
Save
Cancel
M
Parcel ID: 0015-00-005.01
Card: 1/1
Account: 1783
District: 01 - County
Sticker #:
Ent. Parcel Area: 23 - AC
Location: CO RD 92 Lancaster
S
Land Use: QUSE - QualAg
Neigh: 01 - 01
M
Owner #1: YARBOROUGH AGNES W LIVING TRUS
Own Type:
Market Adj Value
Current
Year 2013
Legal Description
Calc. Land Area: 23.000 23.000
Full Market Value: 729,549 729,549
Full Land Value: 729,549 729,549
Building Value:
Yard Items:
Land Value: 2,806 2,806
Total Value: 2,806 2,806
Assessed Value: 112 112
Capped Total: 2,806 2,806
Reval / Market Districts: 01
Sales Information
Narrative Description
Grantor: YARBOROUGH AGNES W
Sale Price: 1
Validity: 9J
Sale Date: 9/13/2001
Sold Vacant: No
Legal Ref: 0132-0314
Office Notes
Notes
No Picture Available
No Sketch Available
Open
8/1/2014
10:17 AM
1783
QuickList

Exhibit 2

AssessPro 4.6.18/4618 - Lancaster2014 - [Ownership/ID/TaxInfo]

File Edit Record Navigate Process Utilities Tools Options Help Status Database

Add Mod Del Save Cancel

Indexed By: Parcel ID

Card #

Parcel ID: 0015-00-005.01 | Card: 1 of 1 | Location: CO RD 92 Lancaster | Cost - $2,806

Current Owner | Prior Owner | ID/Factors/Taxes

Current Ownership

	Title	Last Name	First Name	Res ex	% Own	Type
#1:		YARBOROUGH AGNES W LIVING TRUS		☐		
#2:		% CAROL OSTENDORFF		☐		
#3:				☐		

Street #1: 343 SWAMPFOX DRIVE | Fill | Home Phone:

Street #2: | List | Cell Phone:

City/Town: FORT MILL | Verify | Work Phone:

Province/State: SC | Postal: 29715 | Verify | Email:

Country: | Account Type: | Separate Bill: ☐

D.O.B.: MM/DD. | Legal Reference: | Valid Owner: ☑

Owner Occupied: | Sale Date: 9/13/2001 | Owner Lookup Number: 52111 | Private Info: ☐

Sales | Exemptions | More Owners | Other Parties

Open | 8/1/2014 | 10:16 AM | 1783 | QuickList

Exhibit 2

AssessPro 4.6.18/4 ... aster/2014 - [Record Card]

File Edit Record Navigate Process Utilities Tools Options Help Status Database

Add Mod Del Save Cancel

Indexed By: Parcel ID

Card #

M

Parcel ID: 0015-00-010.00

Account: 1793

Sticker #:

Location: HWY 92 Lancaster

S

Land Use: QUSE - QualAg

Owner #1: OSTENDORFF, CAROL ETAL, TRUSTEES

Card: 1/1

District: 01 - County

Ent. Parcel Area: 17.64 - AC

Neigh: 02 - 02

Own Type:

Market Adj Value	Current	Year 2013
Calc. Land Area:	17.640	17.640
Full Market Value:	177,901	177,901
Full Land Value:	177,901	177,901
Building Value:		
Yard Items:		
Land Value:	2,152	2,152
Total Value:	2,152	2,152
Assessed Value:	86	86
Capped Total:	2,152	2,152

Legal Description

Reval / Market Districts: 01

Narrative Description

Sales Information

Grantor: YARBOROUGH AGNES W

Sale Price: 0

Validity: 9O

Sale Date: 8/8/2008

Sold Vacant: No

Legal Ref: 479-44

☑ Office Notes ☐ Notes

No Picture Available

No Sketch Available

Open | 8/1/2014 | 10:20 AM | 1793 | QuickList

Exhibit 2

AssessPro 4.6.18.4618 - Lancaster2014 - [Ownership/ID/Tax Info]

File Edit Record Navigate Process Utilities Tools Options Help Status Database

Add Mod Del Save Cancel

Indexed By: Parcel ID

Card #

Parcel ID: 0015-00-010.00 | Card: 1 of 1 | Location: HWY 92 Lancaster | Cost - $2,152

Current Owner | Prior Owner | ID/Factors/Taxes

Current Ownership

	Title	Last Name	First Name	Res ex	% Own	Type
#1:		OSTENDORFF	CAROL ETAL, TRUSTEES			
#2:						
#3:						

Street #1: 343 SWAMPFOX DR | Fill | Home Phone:

Street #2: | List | Cell Phone:

City/Town: FORT MILL | Verify | Work Phone:

Province/State: SC | Postal: 29715 | Verify | Email:

Country: | Account Type: | Separate Bill: ☐

D.O.B.: MM/DD. | Legal Reference: 479-44 | Valid Owner: ☑

Private Info: ☐

Owner Occupied: | Sale Date: 8/8/2008 | Owner Lookup Number: 52093

Sales | Exemptions | More Owners | Other Parties

Open | 8/1/2014 | 10:20 AM | 1793 | QuickList

Exhibit 2

File Edit Record Process Utilities Tools Options Help Status Database

Add Mod Del Save Cancel

Indexed By: Parcel ID

Card #

Parcel ID: 0014-00-041.00

Card: 1/1

Account: 1754

District: 01 - County

Sticker #:

Ent. Parcel Area: 37.6 - AC

Location: JIM WILSON ROAD Indian Land

S

Land Use: QUSE - QualAg

Neigh: 01 - 01

Owner #1: WYATT, SUSAN KATHERINE HASS ETAL

Own Type:

Market Adj Value	Current	Year 2013
Calc. Land Area:	37.600	37.600
Full Market Value:	1,323,992	1,323,992
Full Land Value:	1,323,992	1,323,992
Building Value:		
Yard Items:		
Land Value:	4,587	4,587
Total Value:	4,587	4,587
Assessed Value:	183	183
Capped Total:	4,587	4,587

Legal Description

Reval / Market Districts: 01

Narrative Description

Sales Information

Grantor: HAAS DOROTHY F.

Sale Price: 0

Validity: 9O

Sale Date: 1/23/2014

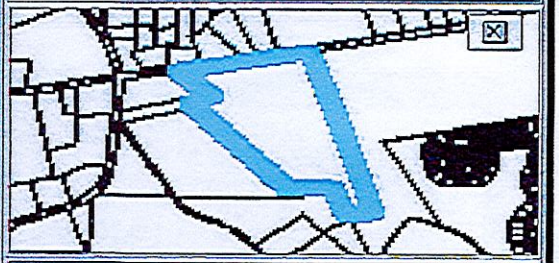
Sold Vacant: No

Legal Ref: 781-104

Office Notes

Notes

No Picture Available



No Sketch Available

Open | 8/1/2014 | 10:21 AM | 1754 | QuickList

Exhibit 2

AssessPro 4.6.18/4618 - Lancaster2014 - [Ownership/ID/TaxInfo]

File Edit Record Navigate Process Utilities Tools Options Help Status Database

Add Mod Del Save Cancel

Indexed By: Parcel ID

Card #

Parcel ID: 0014-00-041.00 | Card: 1 of 1 | Location: JIM WILSON ROAD Indian Land | Cost - $4,587

Current Owner | Prior Owner | ID/Factors/Taxes

Current Ownership

	Title	Last Name	First Name	Res ex	% Own	Type
#1:		WYATT	SUSAN KATHERINE HASS ETAL	☐		
#2:				☐		
#3:				☐		

Street #1: 6611 CEDAR SPRINGS RD | Fill | Home Phone:

Street #2: | List | Cell Phone:

City/Town: CHARLOTTE | Verify | Work Phone:

Province/State: NC | Postal: 28212 | Verify | Email:

Country: | Account Type: | Separate Bill: ☐

D.O.B.: MM/DD. | Legal Reference: 781-104 | Valid Owner: ☑

Private Info: ☐

Owner Occupied: | Sale Date: 1/23/2014 | Owner Lookup Number: 75175

Sales | Exemptions | More Owners | Other Parties

Open | 8/1/2014 | 10:21 AM | 1754 | QuickList

Exhibit 2

AssessPro 4.5.18/A ... Lancaster2014 - [Record Card]

File Edit Record Navigate Process Utilities Tools Options Help Status Database

Add Mod Del Save Cancel

Indexed By: Parcel ID

Card #

Parcel ID: 0015-00-007.01

Card: 1/1

Account: 1790

District: 01 - County

Sticker #:

Ent. Parcel Area: 112.169 - AC

Location: TWELVE MILE CREEK ROAD Lancaster

S

Land Use: QUSE - QualAg

Neigh: 01 - 01

Owner #1: MONROE HARDWARE COMPANY

Own Type:

Market Adj Value	Current	Year 2013
Calc. Land Area:	112.160	112.160
Full Market Value:	3,556,464	3,556,464
Full Land Value:	3,534,864	3,534,864
Building Value:	21,600	21,600
Yard Items:		
Land Value:	157,074	157,074
Total Value:	178,674	178,674
Assessed Value:	10,459	10,459
Capped Total:	178,674	178,674

Legal Description

Reval / Market Districts: 01

Sales Information

Grantor: GLOVER VERLENE I

Sale Price: 681,184 Validity: 0

Sale Date: 9/19/2001 Sold Vacant: No

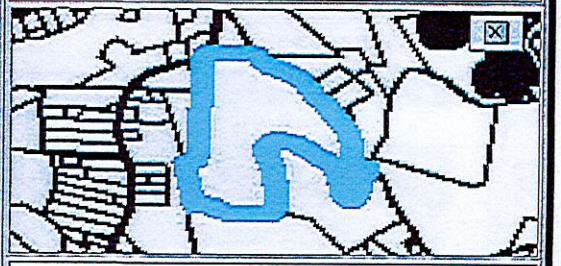
Legal Ref: 0125-0212

Narrative Description

This parcel contains 112.169 AC of land mainly classified as QualAg with a Sing Fam Dw Building built about 1955, having primarily Concrete Blk Exterior and 936 Square Feet, with 0 Unit, 1 Bath, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0 Bdrm.

Office Notes Notes

No Picture Available



Open | 8/1/2014 | 9:53 AM | 1790 | QuickList

Exhibit 2

File Edit Record Navigate Process Utilities Tools Options Help Status Database

Add Mod Del Save Cancel

Indexed By: Parcel ID Card #

Parcel ID: 0015-00-007.01 Card: 1 of 1 Location: TWELVE MILE CREEK ROAD Lancaster Cost - $178,674

Current Owner | Prior Owner | ID/Factors/Taxes

Current Ownership

	Title	Last Name	First Name	Res ex	% Own	Type
#1:		MONROE HARDWARE COMPANY		☐		
#2:				☐		
#3:				☐		

Street #1: P O BOX 5015 Fill Home Phone:

Street #2: List Cell Phone:

City/Town: MONROE Verify Work Phone:

Province/State: NC Postal: 28111-5015 Verify Email:

Country: Account Type: Separate Bill: ☐

D.O.B.: MM/DD Legal Reference: Valid Owner: ☑

Owner Occupied: Sale Date: 9/19/2001 Owner Lookup Number: 1467 Private Info: ☐

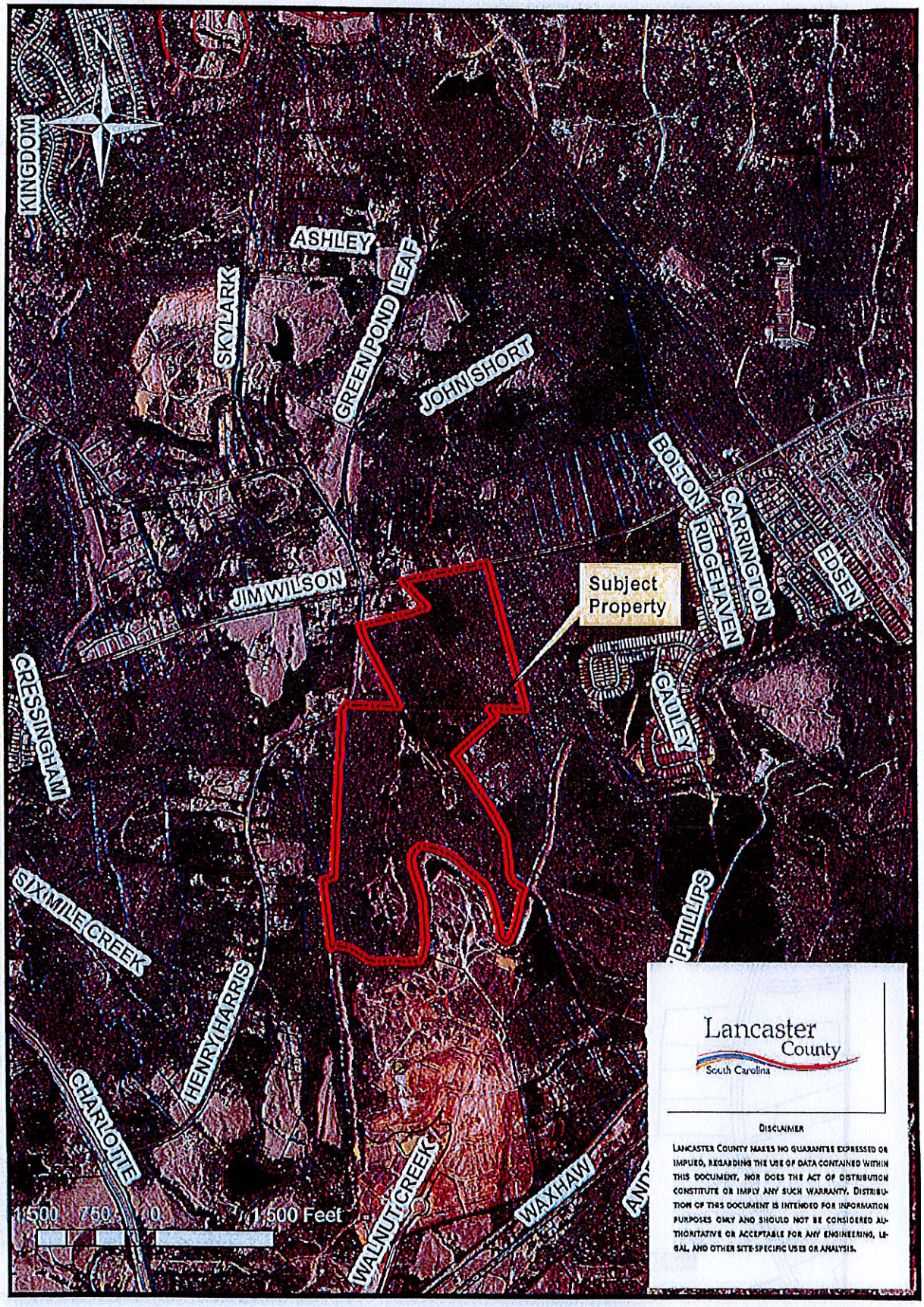
Sales | Exemptions | More Owners | Other Parties

Open | 8/1/2014 | 9:52 AM | Exit AssessPro | 1790 | QuickList

Exhibit 2

LOCATION MAP
BENT CREEK-SD-014-003

Exhibit 3



TAX PARCEL MAP
BENT CREEK-SD-014-003

Exhibit 4

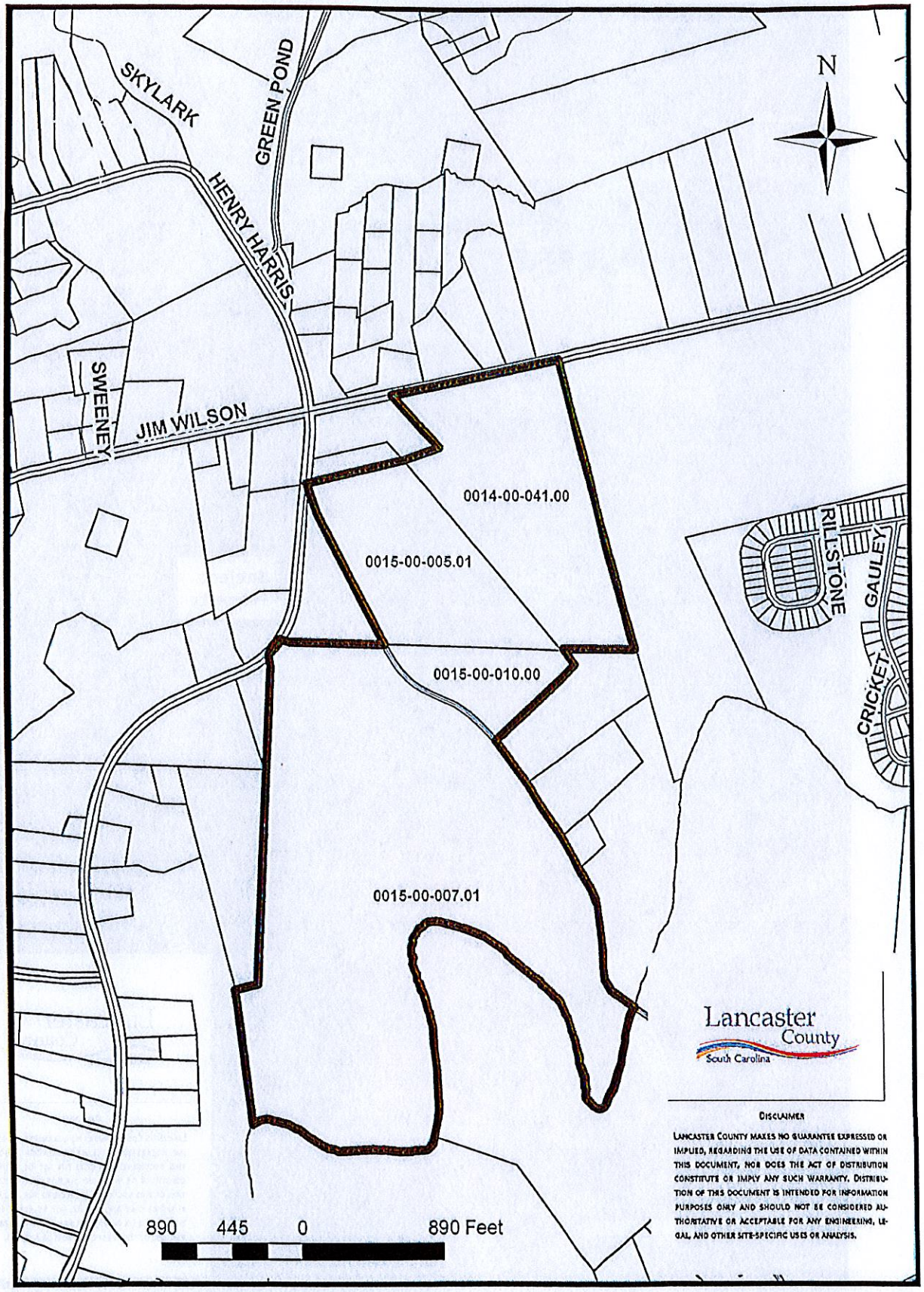


Exhibit 5

FOR THIRD READING CONSIDERATION
July 14, 2014

STATE OF SOUTH CAROLINA)
) ORDINANCE NO. 2014-1272
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY FOR TDON DEVELOPMENT, INC., LOCATED ON OR NEAR JIM WILSON ROAD AND HENRY HARRIS ROAD, FROM R-30P, LOW DENSITY RESIDENTIAL / AGRICULTURAL PANHANDLE DISTRICT TO R-30P, LOW DENSITY RESIDENTIAL / AGRICULTURAL PANHANDLE DISTRICT WITH A CLUSTER SUBDIVISION OVERLAY DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. **Findings and Determinations.**

The Council finds and determines that:

(a) TDON Development, Inc., applied to rezone property located on or near Jim Wilson Road and Henry Harris Road, from R-30P, Low Density Residential / Agricultural Panhandle District to R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.

(b) On March 18, 2014, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 5-0, recommended approval of the rezoning.

Section 2. **Rezoning.**

The Official Zoning Map is amended by changing the zoning district classification from R-30P, Low Density Residential / Agricultural Panhandle District to R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District, for the following property(ies), as identified by tax map number or other appropriate identifier:

Tax Map No. 14, Parcel 41
Tax Map No. 15, Parcels 5.01, 7.01 and 10.00.

FILED
OFFICE OF CLERK
OF COURT
2014 JUL 29 PM 2:10
CLERK OF COURT
LANCASTER, SC

Section 3. **Severability.**

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

Section 4. **Conflicting Provisions.**

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

Section 5. **Effective Date.**

This ordinance is effective upon third reading, *provided, however*, the rezoning provided for in Section 2 of this ordinance is effective when Twelve Mile Creek Land Ventures, LLC, a related affiliate of TDON Development, Inc., delivers to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the property identified in Section 2 of this ordinance to Twelve Mile Creek Land Ventures, LLC.

And it is so ordained, this 14th day of July, 2014.

LANCASTER COUNTY, SOUTH CAROLINA

Larry McCullough, Chair, County Council

Jack Estridge, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	April 14, 2014
Referred to Development Agreement Committee:	April 14, 2014
Second Reading:	June 23, 2014
Third Reading:	July 14, 2014

Approved as to form:

County Attorney

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Exhibit 6

FOR THIRD READING CONSIDERATION
July 14, 2014

FILED
OFFICE OF CLERK
OF COURT
2014 JUL 29 PM 2:10
CLERK OF COURT
LANCASTE

STATE OF SOUTH CAROLINA)
) ORDINANCE NO. 2014-1284
COUNTY OF LANCASTER)

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN TWELVE MILE CREEK LAND VENTURES, LLC, AND THE COUNTY OF LANCASTER RELATING TO THE BENT CREEK DEVELOPMENT; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County is authorized by the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the "Act"), and by the Development Agreement Ordinance for Lancaster County, South Carolina, Ordinance No. 663 (the "Ordinance"), to enter into development agreements with developers;

(b) Twelve Mile Creek Land Ventures, LLC, seeks to enter into a development agreement with Lancaster County relating to the Bent Creek development; and

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

Section 2. Approval of Agreement; Authorization to Act.

A. The Council Chair and Council Secretary are each authorized, empowered and directed to execute, acknowledge and deliver a Development Agreement between Twelve Mile Creek Land Ventures, LLC, and the County of Lancaster relating to the Bent Creek development (the "Development Agreement") in the name and on behalf of the County of Lancaster. The form of the Development Agreement is attached hereto as Exhibit A and all terms, provisions and conditions of the Development Agreement are incorporated herein by reference as if the Development Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, the Lancaster County Council approves the

Exhibit 6

Development Agreement and all of its terms, provisions and conditions. The Development Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of Lancaster County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Development Agreement attached to this ordinance.

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

Section 3. Severability.

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

Section 4. Controlling Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

Exhibit 6

And it is so ordained, this 14th day of July, 2014.

LANCASTER COUNTY, SOUTH CAROLINA

Larry McCullough, Chair, County Council

Jack Estridge, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

Planning Commission Public Hearing:	May 20, 2014
Council Public Hearing:	July 14, 2014
First Reading:	June 9, 2014
Second Reading:	June 23, 2014
Third Reading:	July 14, 2014

Approved as to form:

County Attorney

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Exhibit 6

Exhibit A to Ordinance No. 2014-1284

Development Agreement
Between
Twelve Mile Creek Land Ventures, LLC, and the County of Lancaster
Bent Creek Development

See attached.

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Exhibit 6

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STATE OF SOUTH CAROLINA	)	**DEVELOPMENT AGREEMENT**
	)	
COUNTY OF LANCASTER	)	**BENT CREEK**

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the 14th day of July, 2014 ("Agreement Date"), by and between **TWELVE MILE CREEK LAND VENTURES, LLC**, a North Carolina limited liability company ("Developer"), and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer has obtained the right to acquire certain real property consisting of approximately one hundred eighty-two and 12/100 (182.12) acres, more or less, located along Jim Wilson Road to the southeast of its intersection with Henry Harris Road and known as the Bent Creek development.

WHEREAS, Developer has submitted an application to the County requesting that the area comprising the Bent Creek development be rezoned to R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.

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

WHEREAS, the Developer desires to obtain from the County in connection with the development, and the County is willing to provide, assurances: (1) that the property will be

Exhibit 6

zoned R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District for the duration of this Agreement; (2) that upon receipt of its development and construction permits it may proceed with the planned development and construction; and (3) that the development rights will be vested for the duration of this Agreement.

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

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the "Act") and the Development Agreement Ordinance for Lancaster County, South Carolina ("Ordinance No. 663"), the parties to this Agreement, intending to be legally bound to a development agreement in accordance with the Act and Ordinance No. 663, agree as follows:

ARTICLE I

GENERAL

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

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

(1) "Act" means the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended.

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means July 14, 2014.

(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 Twelve Mile Creek Land Ventures, LLC, a North Carolina limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

(7) Reserved.

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

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Exhibit 6

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

(10) "Ordinance No. 2014-1272" means Ordinance No. 2014-1272 of the County zoning the Property R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.

(11) Reserved.

(12) "Ordinance No. 2014-1284" means Ordinance No. 2014-1284 of the County approving this Agreement.

(13) Reserved.

(14) "Parties" means County and Developer.

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

(16) Reserved.

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

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act and Ordinance No. 663.

Section 1.03. Parties. The parties to this Agreement are County and Developer.

Section 1.04. Property. This Agreement applies to the land described in Exhibit A, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. The Property is generally known as the Bent Creek development.

Section 1.05. Zoning. The Property is zoned R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District pursuant to Ordinance No. 2014-1272.

Section 1.06. Permitted Uses. (A) The UDO provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the standards contained in the UDO apply.

Section 1.07. Development Schedule. (A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) County and Developer acknowledge that the development schedule is an estimate. The failure of the Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. County

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and Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, the Developer shall submit a proposed adjustment to the Clerk to Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective sixty (60) days from receipt by the Clerk to Council unless the County Council has disapproved the proposed adjustment by passage of a resolution to that effect within the sixty (60) day period.

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

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

(B) Except for the owners and lessees of completed residences on individual lots who are the end users and not developers thereof and the owners and lessees of individual lots, who are not developers and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to the County of the transfer of property to a developer in the manner prescribed in Section 3.05.

(C) Developer acknowledges and agrees that it and its successors and assigns (*i*) are responsible for the development of the Property when Developer acquires title to or Development Rights for the Property, and (*ii*) will develop the Property in accordance with the terms and conditions of this Agreement. It is the express intention of the Parties that the obligations of this Agreement are intended to run with the Property. If the Property is sold, either in whole or in part, and the Developer's obligations are transferred to a purchaser or successor in title to the Property as provided herein and in Section 3.05 below, Developer shall be relieved of any further liability for the performance of Developer's obligations as provided in this Agreement as it relates to the portion of the Property sold if the Developer is then current with its obligations pursuant to this Agreement.

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Exhibit 6

Section 1.10. Term. The term of this Agreement commences on the Agreement Date and terminates five (5) years thereafter.

Section 1.11. Required Information. Ordinance No. 663 requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is incorporated herein by reference as if the exhibit were set out in this Agreement in it 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. 2014-1284 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2014-1284 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer. (A) Developer represents that the number of acres of highland contained in the Property is more than twenty-five (25).

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property.

(C) Developer represents and warrants 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 Developer.

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop. (A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety,

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shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2014-1272, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19 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) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(F) For purposes of Subsection (D) of this Section 3.01 and Section 3.03(A)(3), the UDO is anticipated to be amended subsequent to the Agreement Date to provide that financial guarantees will no longer be accepted for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval and, these provisions as amended, will apply to the Property.

Section 3.01A. Lot Sizes; Connectivity; Road Widths. (A) Variety of Lot Sizes. Notwithstanding the provisions of Section 2.1.5(6)(d) of the UDO, relating to the variety of the lot sizes in a Cluster Subdivision Overlay District, Developer and County agree that Developer is authorized to develop the proposed two hundred seventy-three (273) lots in the Bent Creek development by using larger lot sizes consisting of seventy-foot (70') and ninety-foot (90') lots, instead of a mix that includes smaller lots sizes such as fifty-foot (50') or sixty-foot (60') lots. The authority to develop the lots using the larger lot sized includes the authority to use only the two larger lot sizes of seventy-foot (70') lots and ninety-foot (90') lots.

(B) Connectivity. Notwithstanding the provisions of Sections 13.7.10.3 and 13.7.9.1 of the UDO and Section 2.1.5(6)(i) of the Cluster Subdivision Overlay District Ordinance, all relating to connectivity, Developer and County agree that Developer is not required to provide a stubbed out street for any adjacent undeveloped parcel or parcel used for a single-family home that contains a minimum of five (5) acres and may also provide for a connectivity index less than 1.4, but not less than 1.2, due to inherent constraints associated with the Property.

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

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as Sections 6-29-1510 to -1560, Code of Laws

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of South Carolina 1976, as amended, or the provisions of Ordinance No. 673, the County's ordinance relating to the Vested Rights Act.

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

(1) the laws are not in conflict with the laws governing this Agreement and do not prevent the development set forth in this Agreement;

(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) Notwithstanding the provisions of subsection (A) of this section, the County agrees that if County Council imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property.

(C) Developer agrees to comply with any county-wide building, housing, electrical, plumbing, and gas codes adopted by County Council after the Agreement Date and in force at the time plans for buildings are submitted to the County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any building, housing, electrical, plumbing, or gas code adopted by County Council.

Section 3.04. Development Permits. (A) Developer agrees to obtain all local development permits for the development of the property. Local development permits, approvals and processes, some of which may have been obtained or complied with as of the Agreement Date, include, but are not limited to:

(1) Development Review Committee process;

(2) Preliminary plan approval

(3) Final plat approval;

(4) Zoning permits;

(5) Building permits; and

(6) Sign permits.

(B) The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

Section 3.05. Transfer of Development Rights. Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the

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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. If the acquiring Developer is an entity, then, at the request of the County, the acquiring Developer shall provide the County the opportunity to view a listing of the names and addresses of the entity's officers and owners. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. This provision does not apply to the purchaser or other successor in title to the Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy.

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. Developer agrees to pay to the County for the benefit of the Lancaster County School District Five Hundred and No/100 dollars ($500.00) for each lot created from the Property for residential dwelling units (the "School Payment"). Except as otherwise provided in this section, from the Agreement Date until the end of the fifty-seventh (57th) month of the Agreement, the School Payment is due and payable at the same time that the County building permit fees for the lot are due and payable. Payment of the School Payment is a condition for the issuance of a building permit. For the period after the fifty-seventh (57th) month, Developer agrees to pay County by the end of the fifty-eighth (58th) month for the benefit of the Lancaster County School District an amount equal to Five Hundred and No/100 dollars ($500.00) times the number of lots for which a building permit has not been issued. If the Developer sells a portion of the Bent Creek development, whether subdivided or not, the Developer shall pay not later than closing on the sale an amount equal to Five Hundred and No/100 dollars ($500.00) times the number of lots associated with the portion of the Bent Creek development that is sold. The School Payment is separate and distinct from any fees or amounts payable to the County for a building permit. Monies received from the School Payment shall be remitted by the County to the Lancaster County School District by the end of the month following the month in which the School Payment is received by the County. Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment. As used in this section, "Developer" means Twelve Mile

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Creek Land Ventures, LLC, a North Carolina limited liability company, and does not include its successors or assigns.

Section 4.01B. Funds for Public Safety. Developer agrees to pay County two hundred fifty thousand dollars ($250,000) by July 1, 2015 to be used for public safety purposes (the "Public Safety Payment"). Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is at the discretion of the County Council.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than August 30, 2014, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars ($10,000) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees. (A) Nothing in this Agreement shall be construed as relieving Developer from the payment of any fees or charges in effect at the time of collection as may be assessed by entities other than the County.

(B) Developer is subject to the payment of any and all present or future fees enacted by the County that are of County-wide application and that relate to the County's costs of processing applications, issuing development permits, reviewing plans, conducting inspections or similar type processing costs.

Section 4.04. Infrastructure and Services. The Parties recognize that the majority of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

(A) Roads. (1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(b)(1) Developer agrees, in accordance with the traffic impact analysis and in accordance with the requirements of the South Carolina Department of Transportation, to provide, at no cost to the County, the following road improvements by the time of final plat approval for the first phase of the Bent Creek development: (*i*) a left turn lane on Henry Harris Road into the Bent Creek development; *provided, however,* the obligation of the Developer to provide this left turn lane shall be subject to the South Carolina Department of Transportation having a sufficient easement area within the Henry Harris Road right-of-way to allow the

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Developer to construct the subject left turn lane, and (*ii*) a left turn lane on Jim Wilson Road into the Bent Creek development. These road improvements shall be incorporated into the final site plan prior to County approval and the Developer is responsible for all costs of the road improvements.

(2) Developer agrees, in accordance with the traffic impact analysis and in accordance with the requirements of the South Carolina Department of Transportation, to either: (*i*) design, permit and construct a right turn lane on Jim Wilson Road turning north on U.S. 521 (the "Right Turn Lane"); or (*ii*) in lieu of designing, permitting and constructing the Right Turn Lane, pay an amount to the County representing the estimated cost for designing, permitting and constructing the Right Turn Lane, as specified in this item (b)(2) (the "Turn Lane Payment"). The County must notify Developer, not later than twelve (12) months from the date of approval by Council of Ordinance No. 2014-1284, whether the County requires the Developer to either build the Right Turn Lane or make the Turn Lane Payment in the amount of Eighty Thousand Dollars and No/100 ($80,000.00). If the County notifies the Developer to build the Right Turn Lane, then Developer must complete the design, permitting and construction of the Right Turn Lane not later than twelve (12) months from the date of the County's written notice to the Developer of this election, however such twelve (12) month period may be extended if the Developer demonstrates that circumstances beyond Developer's control have prevented Developer from completing construction of the Right Turn Lane within the prescribed time. If the County provides written notice to the Developer within this twelve (12) month period, of its election for the Developer to make the Turn Lane Payment, then Developer shall make the Turn Lane Payment to the County within thirty (30) days of the date of such notice to the Developer. County shall use the Turn Lane Payment monies for traffic improvements in the vicinity of the Bent Creek development. Developer's obligation pursuant to this item (b)(2) is fulfilled the earlier of either the Developer's completion of the Right Turn Lane or the payment of the Turn Lane Payment to the County.

(c) Developer and County acknowledge that the traffic impact analysis for the Bent Creek development indicates that no traffic signalization is needed as a result of the Bent Creek development.

(2)(a) Developer is responsible for all construction and maintenance, and the costs thereof, associated with the roads within the Property. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization, provided, that the transfer is for perpetual maintenance.

(b) In addition to meeting any other applicable requirement in the UDO, Developer and County agree to the removal from the County road system of Twelve Mile Creek Road from its intersection with Twelve Mile Creek to its intersection with Henry Harris Road. Developer and County agree to undertake appropriate legal measures to provide for the removal of Twelve Mile Creek Road from the County road system and the Developer is responsible for all costs of the removal.

(3) Developer agrees to maintain the landscaping at the entrances on Jim Wilson Road and Henry Harris Road to the Property and to 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.

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Developer may transfer its maintenance obligation to a homeowners' or property owners' association, or similar organization, provided, that the transfer is for perpetual maintenance.

(4) County is not responsible for any construction, maintenance, or costs associated with the roads within the Property. Developer acknowledges that County will not accept the roads within the Property into the County road system for any purpose, including, but not limited to, maintenance.

(B) Potable Water. Potable water will be supplied to the Property by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary water service infrastructure within the Property and the water service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with water service or water service infrastructure to or within the Property. The water service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing potable water services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

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

(D) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(E) Solid Waste Collection. The County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses within the County. It is understood and acknowledged that the County does not presently provide solid waste disposal for single, multi-family or commercial developments. Residential units shall be served by a private waste hauling company.

(F) Law Enforcement Protection. The County shall provide law enforcement protection services to the Property on the same basis as is provided to other residents and businesses within the County.

(G) Recycling Services. The County shall provide recycling services to the Property on the same basis as is provided to other residents and businesses within the County.

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(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 Indian Land Fire Protection District. Fire protection services will be provided by the Indian Land Volunteer Fire Department, or its successor entities.

(J) Library Service. The County shall provide library services on the same basis as is provided to other residents within the County.

(K) School Services. Public school services are now provided by the Lancaster County School District. Developer acknowledges that County has no authority or responsibility for providing public school services in the County.

(L) Parks and Recreation. The County shall provide parks and recreation services on the same basis as is provided to other residents within the County.

ARTICLE V

MISCELLANEOUS

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

To the County:	County of Lancaster Attn: County Administrator 101 N. Main St. (29720) P.O. Box 1809 (29721) Lancaster, SC
With a Copy to:	County of Lancaster Attn: County Attorney 101 N. Main St. (29720) P.O. Box 1809 (29721) Lancaster, SC
And to Developer:	Twelve Mile Creek Land Ventures, LLC Attn: Robert Stiegele 811 Coral Ridge Drive Coral Springs, FL 33071

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With a Copy to: RRJ Land, LLC
Attn: Jeffrey Kronengold, General Counsel
811 Coral Ridge Drive
Coral Springs, FL 33071

Section 5.02. Amendments. (A) This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

(B) An amendment to this Agreement must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement. Any amendment to this Agreement constitutes a major modification and the major modification may occur only after public notice and a public hearing by the County Council.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

Section 5.03. Periodic Review. At least every twelve months, the Chief Zoning Officer for the County or the designee of the Chief Zoning Officer for the County, or the successor to Chief Zoning Officer for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

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

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

Section 5.05. Enforcement. The Parties shall each have the right to enforce the terms, provisions and conditions of this Agreement, if not cured within the applicable cure period, by

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any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

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

Section 5.07. Recording of Agreement. The Parties agree that Developer shall record this Agreement with the County Register of Deeds within fourteen (14) days of the date of execution of this Agreement.

Section 5.08. Administration of Agreement. County is the only local government that is a party to this Agreement and the County is responsible for the Agreement's administration.

Section 5.09. Effect of Annexation and Incorporation. The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in a newly-incorporated municipality or is annexed into a municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by Section 6-31-110 of the Act. County reserves the right to enter into an agreement with the newly-incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

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

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

Section 5.12. Covenant to Sign other Documents. County and Developer acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement and County and Developer agree to cooperate with the execution thereof.

Section 5.13. Construction of Agreement. The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect

LMC

Exhibit 6

that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 5.14. Assignment. The rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. County may assign its rights, obligations, duties and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

Section 5.15. Governing Law; Jurisdiction; and Venue. (A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the Sixth (6th) Judicial Circuit of the State of South Carolina.

Section 5.16. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Section 5.17. Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

Section 5.18. Severability. If any provision in this Agreement or the application of any provision of this Agreement is held invalid, the invalidity shall apply only to the invalid provision, and the remaining provisions of this Agreement, and the application of this Agreement or any other provision of this Agreement, shall remain in full force and effect. However, if the invalid provision would prevent or materially impair Developer's right or ability to complete performance of this Agreement, the Parties agree to use their best efforts to renegotiate that provision in order for Developer to complete performance of this Agreement.

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (*i*) the County and Developer have each executed the Agreement, and (*ii*) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., Friday, January 16, 2015, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

SIGNATURES FOLLOW ON NEXT PAGE.

JMC.

Exhibit 6

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

WITNESSES:

DEVELOPER:

Twelve Mile Creek Land Ventures, LLC, a North Carolina limited liability company, by RRJ Land, LLC, a Florida limited liability company, its Managing Member

By: _____

Name: Jeffrey Kronengold

Title: Managing Member

Dawn Ferrari

Date: 7/3/14

STATE OF Florida)
) PROBATE
COUNTY OF Broward)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Twelve Mile Creek Land Ventures, LLC, by its duly authorized Managing Member'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.

Seal

First Witness Signs Again Here

SWORN to before me this
3 day of July, 2014.

L. Diane Jordan

Notary Public Signs AS NOTARY
Notary Public for the State of Florida
My Commission Expires: 2/5/18

L DIANE JORDAN
MY COMMISSION #FF089907
EXPIRES February 5, 2018
FloridaNotaryService.com
(407) 398-0153

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

LMC

Exhibit 6

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: Larry McCullough, Jr.
Larry McCullough, Chair, County Council

Date: July 14, 2014

Debbie C Hardi

By: Jack Estridge
Jack Estridge, Secretary, County Council

Virginia Burgess

Date: July 14, 2014

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 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.

Debbie C Hardi
First Witness Signs Again Here

Seal

SWORN to before me this
14 day of July, 2014.

Virginia Burgess
Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: 3/19/2023

LMC

Exhibit 6

Exhibit A
Property Description

Tax Map Nos. 0014-00-041.00, 0015-00-005.01, 0015-00-010.00 and 0015-00-007.01.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

JMC

Exhibit 6

Exhibit B

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.

(NOT APPLICABLE)

TMC

Exhibit 6

Exhibit C
Development Schedule

Calendar Year Beginning January 1		Units Commenced / Completed Single Family Units
2014		0
2015		30
2016		60
2017		60
2018		60
2019		63
	Total	273

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 two hundred seventy-three (273) residential units.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

LMC

Exhibit 6

Exhibit D
Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Developer has contractual rights to acquire the Property and, following acquisition, Developer shall be the only legal and equitable owner of the Property. As of the Agreement Date, the legal and equitable owners of the Property are: (*i*) Tax Map No. 0014-00-041.00 -- Jeffery L. Haas, Laura B. Gallagher, Susan H. Wyatt and Lisa H. Pope, (*ii*) Tax Map Nos. 0015-00-005.01 and 0015-00-010.00 – Carol Ostendorff and Kay Y. Sloan, as Successor Co-Trustees of the Agnes W. Yarborough Living Trust, and (*iii*) Tax Map No. 0015-00-007.01 -- Monroe Hardware Company.

(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.

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

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer agrees to comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the*

Inc.

Exhibit 6

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).

Exhibit 6

(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.

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LMC

Exhibit 6

Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 2014-1272 zoning the Property R-30P, Low Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District.
2. Ordinance No. 2014-1284, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

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LMC.

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

Exhibit 7

July 25, 2014

FILE COPY

Mr. Peter Tatge, AICP, ASLA
ESP Associates, P.A.
P.O. Box 7030
Charlotte, NC 28241

RE: Bent Creek Preliminary Plan Comments
From the Lancaster County Development Review Committee

Greetings Mr. Tatge,

Thank you for attending the Development Review Committee (DRC) meeting on Tuesday July 22nd regarding the Bent Creek Preliminary Plan received by the Lancaster County Planning Department on July 7, 2014. Please see the comments below regarding this project which have been compiled from the Lancaster County Departments and associated agencies which comprise the DRC. Additionally, please find attached a letter from the Lancaster County School District for your information.

Finally, please note that SCDOT is currently reviewing the TIA dated 6/30/14. There will be an additional comment forthcoming regarding the recommended road improvements pursuant to this TIA.

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT)

- Regarding the drive on Jim Wilson Road, please indicate on the plan if the median is concrete or painted.
- If the median is concrete or something other than paint, SCDOT will not allow a lane more than 16'.
- SCDOT believes that the respective fire department serving Bent Creek will have an issue with this median if it is concrete.

Exhibit 7

LANCASTER COUNTY WATER & SEWER DISTRICT

- ESP to submit to LCWSD water model information illustrating development's needed demand.
- Any offsite infrastructure that needs to be upsized, per LCWSD's Master Plan will require an agreement to be created between the developer and LCWSD.
- The developer will be responsible for acquiring the necessary easements to obtain access to the existing gravity sewer line(s).
- Although the roads will remain private roads, LCWSD will still own all water and sewer main infrastructure throughout the development; therefore, an easement will need to be granted for the road right-of-way, after construction.
- Sewer easements running between any lots will need to be 30' in width.
- ESP is encouraged to not steepen slopes for sewer easements, where the sewer is at the rear of the lots back to common open space leading to offsite infrastructure.

LANCASTER COUNTY PUBLIC SAFETY COMMUNICATIONS

- All road names are approved and on hold for this project with the exception of Twelve Mile Creek Road.
- Staff indicates that ESP has been informed of this and asked to submit another road name.

LANCASTER COUNTY PUBLIC WORKS DEPARTMENT

- Roads are to be privately maintained
- Roads are to have a minimum 22' pavement width.

LANCASTER COUNTY ZONING DEPARTMENT

- A review of site drawings indicates that impacts will be very minimal if at all.
- Most importantly, the floodway will not be impacted at all.
- Very little fill from the toe of pad slopes may encroach within the 100 Year Floodplain, and that should not change flood heights.
- Very encouraged by efforts to stay out of the floodplain and floodway and encouraged by the large amount of open space.

LANCASTER COUNTY BUILDING DEPARTMENT

- The Building Department asks that the builder be aware of fire resistance required where side setbacks are five feet. Note specifically the requirement for fire resistive siding, placing of windows on adjacent properties and unvented soffits. The 2012 International Residential Code with South Carolina amendments will govern all construction

Exhibit 7

LANCASTER COUNTY FIRE SERVICE

- Confirmed that although the roads are private the hydrants will be public and maintained by the LCWSD
- There are no mid-block hydrants proposed for this project. If something changes and a hydrant is moved to a mid-block location the extra width pavement section would be needed.
- Traffic circle dimensions need to meet or exceed County standards
- Hydrants-The following hydrants are not necessary to meet the 500 feet rule. They may remain if the developer wants-
    - Lot 27
    - Lot 200
    - Lot 151
- The hydrant at Lot 263 would better serve the Fire Department if it was moved to near lot 256
- The hydrant at Lot 104 would better serve the Fire Department if it was moved to near lot 109
- It was indicated that the project would be built in phases. Make sure that each phase has adequate hydrant protection. It may be necessary to build a portion of the infrastructure of the next phase to get hydrants in place. At no point should any construction go vertical without a hydrant within 500 feet of the structure regardless of phasing.

LANCASTER COUNTY PLANNING DEPARTMENT

- Within the Development Data section on the Bent Creek Preliminary Plan, please label the zoning as follows: R-30P CSOD (Cluster Subdivision Overlay District).
- Please add a note within the R-30P Cluster Lot Standards section on the Bent Creek Preliminary Plan stating the following: Where a lot fronts on any corner, front-yard setbacks shall be in accordance with Lancaster County UDO Section 5.4.4b
- Please add a note to the preliminary plan stating the following: The Bent Creek CSOD shall include provisions for the protection of trees and other natural amenities within the areas designated for open space in accordance with Section 6F9 of the Lancaster County CSOD Ordinance.
- Please reference the correct Development Agreement on the Bent Creek Preliminary Plan within the Development Data section as follows: The Bent Creek CSOD shall adhere to the Development Agreement between Twelve Mile Creek Land Ventures, LLC, and the County of Lancaster relating to the Bent Creek Development. State of South Carolina, County of Lancaster Ordinance No. 2014-1284.
- Variety in architecture and building materials shall be encouraged within the CSOD. Please add a note to the preliminary plan stating the following: It is encouraged that buildings be constructed using quality finish materials (i.e. brick, masonry, stone, concrete siding, or stucco). Vinyl siding is permissible if in

Exhibit 7

combination with other building materials. Additionally, it would be helpful for the developer to provide examples of typical building elevations at the August 19th, 2014 Planning Commission meeting indicating that the spirit of this provision will be achieved within the Bent Creek CSOD.

- *Pedestrians shall have access to open space per Section 6F6 of the Lancaster County CSOD Ordinance:* The minimum requirement is met. The Bent Creek Preliminary Plan indicates common open space access is available from the proposed sidewalk system. However, would the developer be willing to add walking trails within the common open space which connect with the Bent Creek CSOD sidewalk system? This would provide improved pedestrian access to the common open space and amenity area within the Bent Creek CSOD.
- The labeling of all streets as "private" on the Bent Creek Preliminary Plan has been noted. Additionally, please add a note stating the following: All roads within the Bent Creek CSOD are to be privately maintained and have a minimum pavement width of 22'.

Subsequent to the DRC meeting, any revisions to site plans must be made to the originally submitted plan and resubmitted to the agencies that had comments. It is the responsibility of the developer to re-submit the plan with changes to the proper agency including a digital and a hard copy to the Planner in charge of the project. Once the agencies have reviewed the changes, they will submit to the planning department an email stating that all changes have been made and meet their respective requirements.

Feel free to contact me if you have questions regarding these comments. Thank you and we look forward to working with you and your associates on this project.

Very sincerely,

Alex J. Moore, AICP
Planner II
Lancaster County Planning Department

Attachment

ecc: Mr. Andrew Grant, PE
Mr. Danis Simmons, PE
Lancaster County DRC committee members

6.2. Summary of Recommended Improvements

Based on the analysis results, certain geometric improvements have been identified. Refer to Figure 17 for an illustration of the recommended lane configurations.

The following improvements have been identified to be constructed by the developer:

Henry Harris Road and 12 Mile Creek Road

- Construct one southbound Henry Harris Road left turn lane with 100 feet of storage and 150 feet of taper.

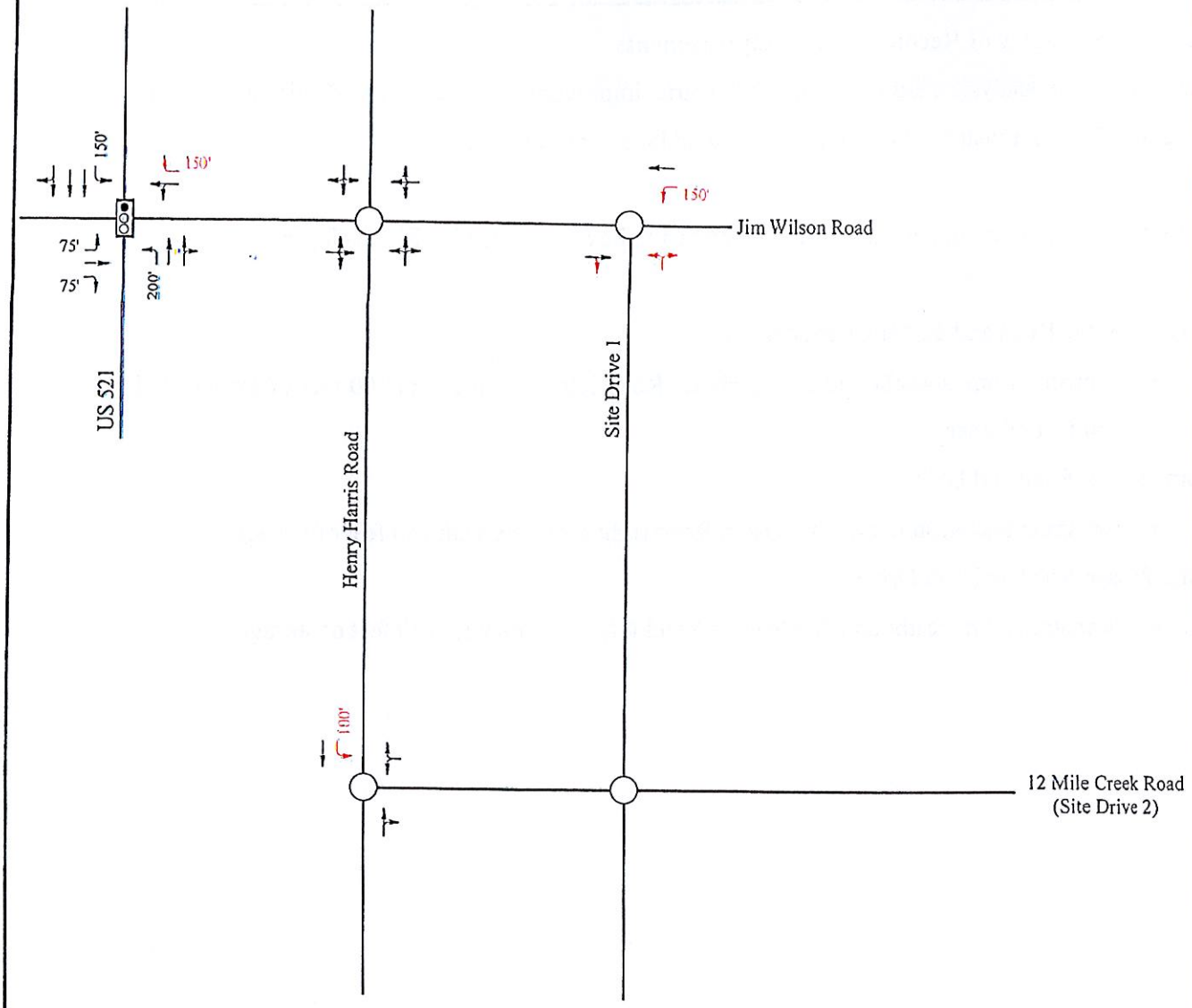
Jim Wilson Road and US 521

- Construct one westbound Jim Wilson Road right turn lane with 150 feet of storage.

Jim Wilson Road and Site Drive 1

- Construct one westbound Jim Wilson Road left turn lane with 150 feet of storage.

Exhibit 8



LEGEND

- Unsignalized Intersection
- Signalized Intersection
- Existing Lane
- X' Storage (In Feet)
- Improvements By Developer

N

RAMEY KEMP & ASSOCIATES TRANSPORTATION ENGINEERS	JIM WILSON ROAD DEVELOPMENT Lancaster, SC	Recommended Lane Configurations
		Scale: Not to Scale / Figure 17

Exhibit 9

LANCASTER COUNTY SCHOOL DISTRICT
Putting our children first

FILE COPY

July 14, 2014

Ms. Penelope Karagounis
Planning Director
Lancaster County
PO Box 1809
Lancaster, SC 29721

Dear Penelope:

The Superintendent and I have reviewed the site plan for the proposed subdivisions of Bent Creek, Southstone and Providence Estates. If these developments are approved, it will be more than 600 additional homes being built in the Indian Land attendance zone. The school district's concern remains the same in that we are greatly concerned that we will have adequate space available in our current Indian Land schools K-12.

Current enrollment figures coupled with future growth studies completed on behalf of the district indicate that we will be at or near capacity within the near future. Our district recognizes that growth has many positive effects for our county. We ask you and other members of the decision making process to please be mindful that any new subdivision approval will lead to inadequate classroom space being available in the Indian Land attendance zone.

I am more than happy to meet with you and your staff for any future information needed in regards to the impact growth has on our school district. If you have any questions, you can reach me by e-mail at bryan.vaughn@lcsdmail.net or by phone at (803) 285-6009.

Sincerely,

Bryan Vaughn
Director of Safety and Transportation

300 South Catawba Street • Lancaster, SC 29720
Telephone - (803) 286-6972 • Fax - (803) 286-4865

Lancaster County Planning Department
101 N. Main St., Ste. 108
P.O. Box 1809
Lancaster, South Carolina 29721-1809

FILE COPY

Telephone (803) 285-6005
Fax (803) 285-6007

Exhibit 11

LANCASTER COUNTY PLANNING COMMISSION

REPORT TO COUNTY COUNCIL

DEVELOPMENT AGREEMENT – BENT CREEK

Pursuant to Sections 23.5d and 23.5e of the Unified Development Ordinance of Lancaster County, the Planning Commission has reviewed and is making recommendations on the proposed Development Agreement – Bent Creek.

At its meeting on Tuesday, May 20, 2014, the Planning Commission conducted a public hearing on the proposed Development Agreement – Bent Creek. In addition, by a 3-2 vote, the Planning Commission voted to recommend to County Council approval of the Development Agreement – Bent Creek subject to the condition that Section 3.01A (A), relating to variety of lot sizes, be amended to require three (3) lot sizes instead of two (2).

Respectfully submitted,

Charles Keith Deese
Chair, Lancaster County Planning Commission

SD-014-004 The Retreat at Rayfield (Amendment) – The Retreat at Rayfield an approved subdivision that consists of 171.34 acres, with a total of 379 Single Family Residential lots, with a density of 2.21 du/ac., and a total of 29.04 acres of Common Open Space (16.9%). The Retreat at Rayfield is located just north of the Sun City Carolina Lakes Planned Development District, 18 (PDD-18). {Public Hearing} pgs. 122-123 **Tax Map 0013-00-105.00, 0013-00-104.01, 0013-00-109.01, 0013-00-109.02**	Elaine Boone

Lancaster County Planning Commission Meeting
Date of Meeting: August 19, 2014

PLANNING STAFF REPORT

The Retreat at Rayfield
Preliminary Plan Amendment 1:
To request a variance from a 45 foot rear setback to a 30 foot rear setback requirement.

General Information:

The Retreat at Rayfield an approved subdivision that consist of 171.34 acres, with a total of 379 Single Family Residential lots, with a density of 2.21 du/ac., and a total of 29.04 acres of Common Open Space (16.9%). The Retreat at Rayfield is located just north of the Sun City Carolina Lakes Planned Development District, 18 (PDD-18).

Lennar Carolinas, LLC represented by Mr. Jon Hardy is requesting a variance on the rear setback requirement of 45 feet to be reduced to 30 feet. The current standard of 45 feet restricts the size of structure that can be built between the back of the principal structure and the 45 foot rear setback.

Findings:

In the past builders/developers/residents have applied to the Lancaster County Board of Zoning Appeals for a variance on the rear setback requirement especially in developments that have the 45 foot rear setback requirement. Most of the application's came from the Barber Rock Subdivision located on Barberville Road and the Sun City Carolina Lakes Planned Development District. Sun City did amend Ordinance 631 to Ordinance 1027 to allow an encroachment of 5 feet in the required rear yards. While Barber Rock Subdivision chose not to amend their Preliminary Plan.

Recommendation Planning Staff:

At the Planning Workshop on Thursday August 07, 2014 Commissioner's Jerry Holt and Ron Pappas suggested that the 45 foot rear setback not be changed to the 30 foot, but allow the builder/developer/homeowner to encroach 15 feet into the 45 foot rear setback requirement. It is therefore the recommendation of the planning staff that the 45 foot rear setback remain, but allow the builder/developer/homeowner to encroach 15 feet into the 45 foot rear setback requirement be **approved**. This statement would be added to the amended Preliminary Plan for the subdivision of The Retreat at Rayfield.

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

APPLICATION TO VARY OR APPEAL THE REQUIREMENTS OF THE LANCASTER COUNTY LAND DEVELOPMENT REGULATIONS

Do Not Write In This Box
Application No. SD-014-004 Date Received 7/7/14 Fee Paid ✓

1- This application if for : (check one)

☒ A variance from the requirements of the Ordinance (fill in items # 2 & 3)

☐ An appeal for clarification or interpretation of the Ordinance (fill in item # 3)

2- Give either exact address or tax map reference of property for which a variance is requested:

THE RETREAT AT RAYFIELD – TAX MAPS 0013-00-105.00, 0013-00-104.01 0013-00-109.01, 0013-00-109.02

3- Describe the nature of the variance or appeal requested and list the section(s) of the Ordinance that is in question:

APPLICANT (LENNAR CAROLINAS, LLC) IS REQUESTING THAT THE REAR YARD SETBACKS DECREASE FROM 45 FEET, TO 30 FEET. THE CURRENT STANDARD (45 FEET) ADVERSELY AFFECTS THE USE OF ENJOYMENT BY THE FUTURE RESIDENTS.

(attach additional information as needed)

NOTE: It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for a variance or an appeal rests with the applicant.

APPLICANT'S NAME: (PRINT)

LENNAR CAROLINAS, LLC – ~~DIVISION~~ PRESIDENT JON HARDY

ADDRESS:

11230 CARMEL COMMONS BLVD.
CHARLOTTE, NC 28226

PHONE: (704) 201-0149

I hereby certify that the above information is correct and true to the best of my knowledge.

Jon S. Hardy
SIGNATURE

SD-014-005 Deerfield Creek a/k/a "Providence Estates" – Subdivision application of Mr. Tom Waters with Union Lancaster Land Development, LLC., for a proposed subdivision Deerfield Creek a/k/a "Providence Estates" for approval of a proposed 41 lot subdivision to be built on a 59.45 acre tract of property. The applicant will require a variance on the connectivity index from 1.40 to less than 1.0. {Public Hearing} pgs. 124-141 **TMS# 0014-00-012.01**	Elaine Boone

Date of 1st Reading: Tuesday, August 19, 2014
_____Approved _____Denied _____ No Action

PLANNING STAFF REPORT

I. Facts

A. General Information

Proposal: Subdivision application of Mr. Tom Waters with Union Lancaster Land Development, LLC., for a proposed subdivision Deerfield Creek a/k/a "Providence Estates" for approval of a proposed 41 lot subdivision to be built on a 59.45 acre tract of property . The applicant will require a variance on the connectivity index from 1.40 to less than 1.0. The proposed subdivision will be serviced by Lancaster County Water & Sewer District for water and will be on individual septic systems. The applicant will have a density of 1.45 dwelling units per acre. Sidewalks will be provided on both sides of the main entrance road into the development and on one side of the development on the other two roads. The roads in the development will be public. The proposed subdivision will not have a Development Agreement.

Property Location: The proposed subdivision is located along Legacy Park Blvd., behind the Legacy Park Subdivision. The property is accessed by Legacy Park Blvd., and Vance Baker Roads both of which are County maintained per the Public Works Department. The property also abuts the North Carolina state line with no access to North Carolina. This property is a portion of the Providence Estates Subdivision approved in 2008, but never developed.

Legal Description: TMS # 0014-00-012.01

Zoning Classification: R-45, Rural Residential Agricultural District

B. Site Information

Site Description: The project contains ± 59.45 acres and is proposed to consist of ± 41 single family lots. The property is being developed by right under the R-45, Rural Residential Agricultural District with a 1.0 acre minimum.

C. Vicinity Data

Surrounding Conditions: The site is surrounded by properties zoned as Rural Residential/Agricultural District **(R-45)**, Moderate Density Residential/Agricultural Panhandle District **(15P)** and this abuts property that is zoned **(B-3)** General Commercial District that fronts on Jim Wilson Rd.

D. Exhibits

1. Subdivision Application
2. Location Map
3. Tax Parcel Map
4. Tax Inquiry Sheet
5. Deerfield Creek Preliminary Plan Comments:
   Stephen Blackwelder – Fire Marshal
   Kenneth Cauthen, Zoning Administrator
   Jeff Catoe, Lancaster County Public Works Director
   J. Elaine Boone, Planner II, Lancaster County

Trish Hinson, E-911 Addressing Coordinator

II. Findings

The applicant submitted the Deerfield Creek Preliminary Plan electronically to the following departments for review and comment:

- Lancaster County Building Department, Steve Yeargin
- Lancaster County EMS, Clay Catoe
- Lancaster County Economic Development Corporation, Keith Tunnell,
- Lancaster County Natural Gas, Seth Rodgers
- Lancaster County Water and Sewer District, James Hawthorne
- Lancaster County Parks and Recreation, Hal Hiott
- Lancaster County School District, Dr. Gene Moore; David Small, and Bryan Vaughn
- Lancaster County Sheriff, Barry Faile
- SCDOT, John McKay; Daniel Hopkins, and Mike Bagley
- Lancaster County Fire Marshal, Stephen Blackwelder

The Planning Department distributed paper copies of the Deerfield Creek Preliminary Plan to the following agencies for review and comment:

- Lancaster County Public Works, Jeff Catoe
- Lancaster County Zoning Department, Kenneth Cauthen,
- Lancaster County E-911 Addressing Coordinator, Trish Hinson

III. Conclusions

The plan distributed at the Lancaster County Planning Workshop had addressed most of the comments from the DRC on July 29, 2014 with the exception of the following:

1) Connectivity Index links/nodes variance, 2) Roads had originally been requested to be private since Lancaster County is no longer accepting roads into the County Road System after December 31, 2015, Brent Cowan P.E. with the Isaacs Group stated that he felt that they could complete this project prior to non acceptance of roads therefore requesting that the roads would be public, 3) We also need an LOC for Bonding of roads being damaged during the construction of the proposed subdivision(Cedar Terrace, Legacy Park Blvd. and Vance Baker Roads) and an established construction road, 4) Sidewalks will be provided on both sides of the main access road (Providence Bridge Drive), Shoal Creek Drive and E.V. Roberts Lake Drive sidewalks will be provided on one side only. 5) No access will be provided to the North Carolina per Ordinance 1191 approved on February 11, 2013, 5) The Commission requested that a TIA be done to see what could possibly be done to improve the access to the proposed subdivision.

IV.Recommendation

It is therefore the recommendation from the Planning Department that the subdivision application for the Deerfield Creek a/k/a Providence Estates be approved contingent that all comments are addressed from the local agencies.

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

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

Do Not Write In This Box

Application No. SD-014-005 Date Received 7-7-14 Fee Paid ____

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: Providence Estates

Project Type: Single Family Residential Subdivision

Property Location: (✓ one) ☒ Unincorporated area of County ☐ City of Lancaster

☐ Town of Heath Springs ☐ Town of Kershaw

Tax Map Number: 0014-00-012.01

Area in Acres: 59.45 Acres

Number of Lots: 41 Lots

Number of Sections/Phases: 1 phase

Existing Land Use District Classification: R45 - Vacant

CONTACTS:	PROPERTY OWNER	SURVEYOR/ENGINEER
NAME	Union Lancaster, LLC	The Isaacs Group
ADDRESS	7620 Baltusrol Lane	8720 Red Oak Blvd, Ste. 420
CITY/STATE/ZIP	Charlotte, NC 28210	Charlotte, NC 28217
PHONE NUMBER	704-451-1020	704-227-9402

Waster Supply: ☐ Wells ☒ Central Lancaster County Water and Sewer Dist.
Name of Provider

Water Treatment: ☒ Septic ☐ Central _____
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.

RECEIVED 7-7-14

LANCASTER COUNTY
SOUTH CAROLINA
LAND DEVELOPMENT REGULATIONS

PRELIMINARY PLAN APPLICATION CHECKLIST
(Refer to Section 13.8)

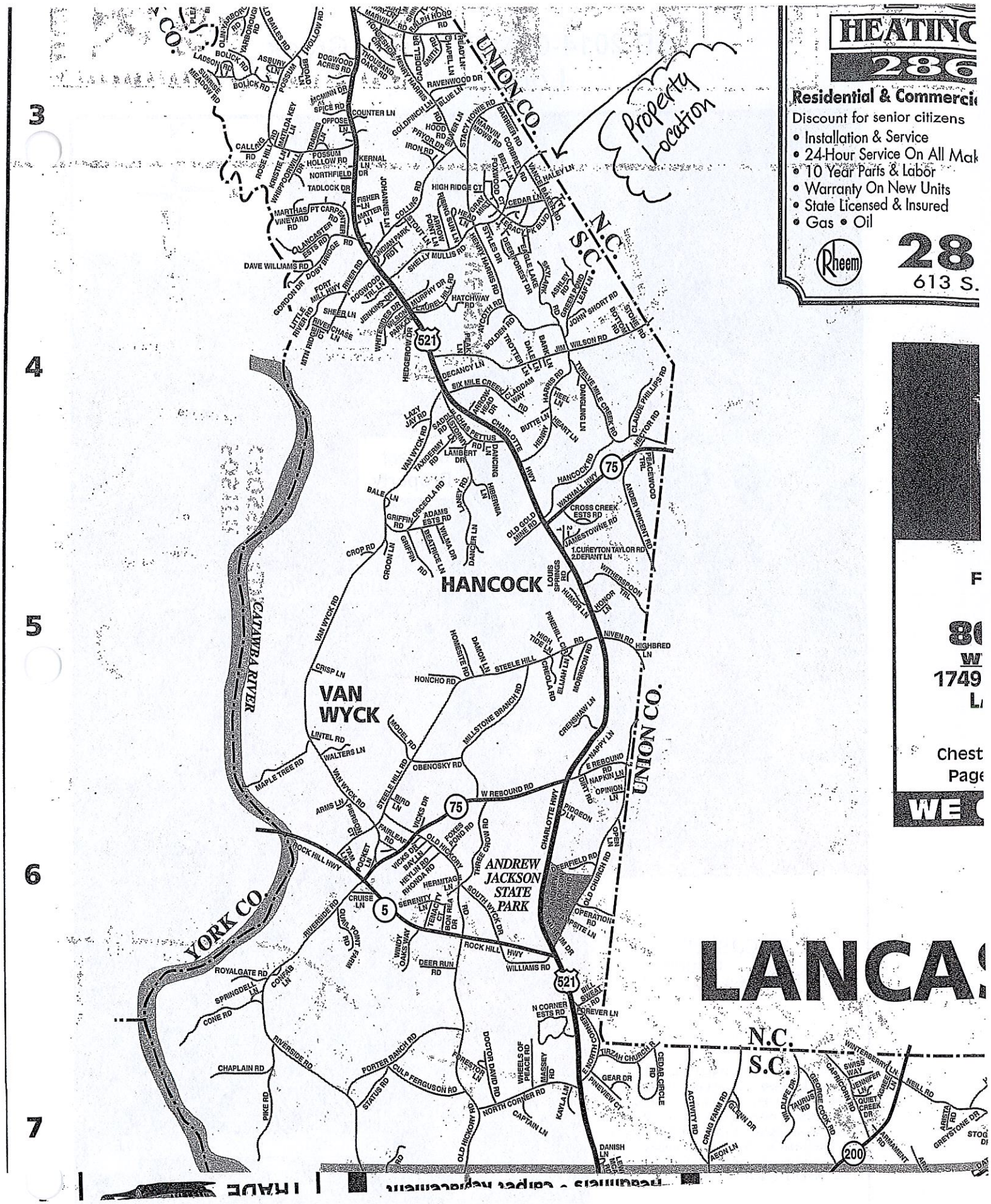
Are the following items included with your preliminary plan application? Check yes or no.

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

If any of the above items are not included in your proposal, please explain why: This plan is for sketch plan approval only. Detailed design will be completed upon Lancaster County approval of sketch plan. Items checked NO above will be included on construction drawing plans that will be submitted for approval by Lancaster County.

(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



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• 10 Year Parts & Labor
• Warranty On New Units
• State Licensed & Insured
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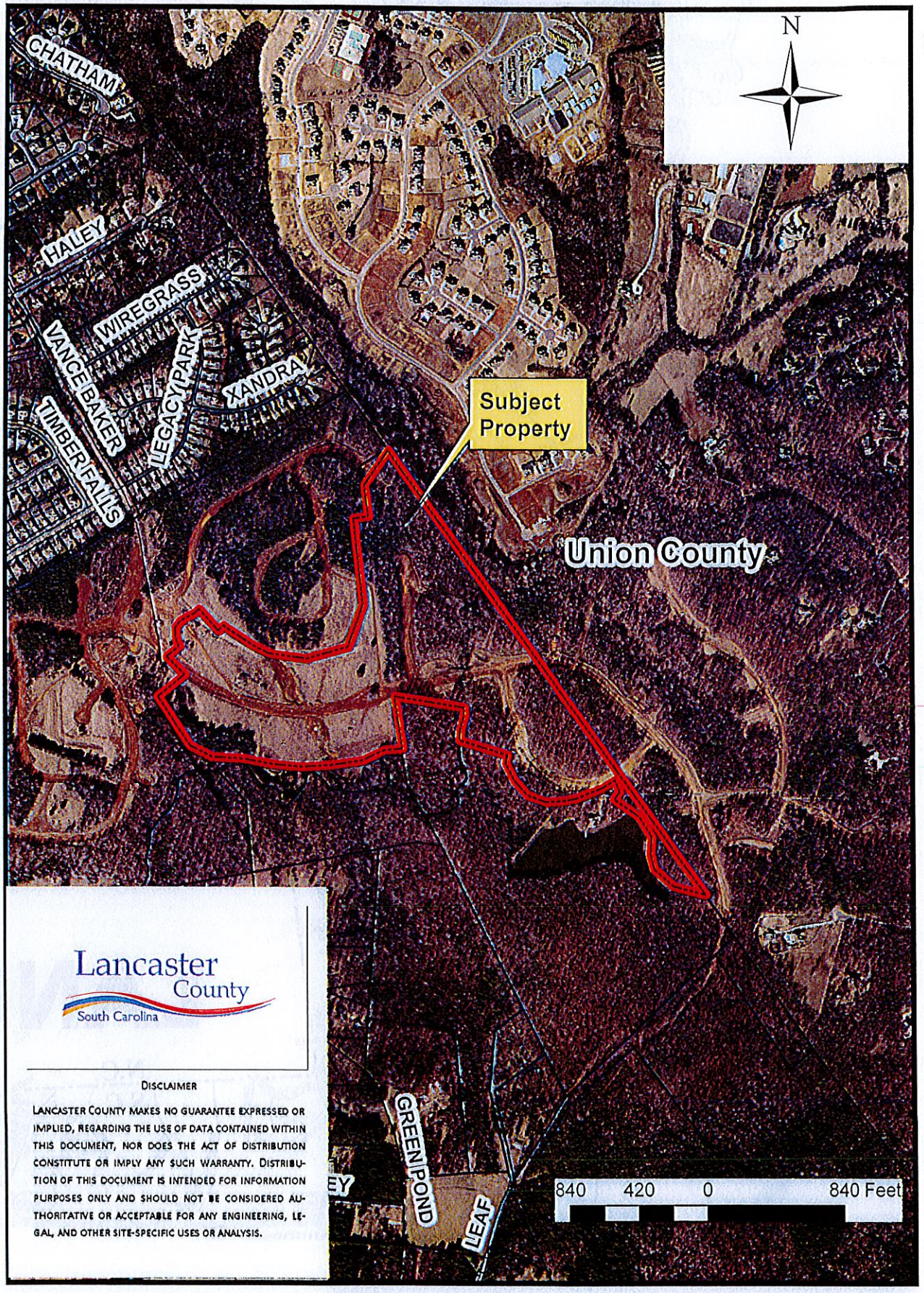
SD 2014-005: Deerfield Creek
Location Map



AssessPro 4.6.18/4618 - Lancaster2014 - [Record Card]

File Edit Record Navigate Process Utilities Tools Options Help Status Database

Add Mod Del Save Cancel

Indexed By Parcel ID Card #

App

Parcel ID: 0014-00-012.01 Card: 1/1

Account: 85348 District: 01 - County

Sticker #: Ent. Parcel Area: 59.449 - AC

Location: STATE LINE Lancaster

Land Use: NLN - LandOnly Neigh: 01 - 01

Owner #1: UNION LANCASTER LAND LLC Own Type:

Market Adj Value	Current	Year 2013
Calc. Land Area:	59.449	59.449
Full Market Value:	2,295,700	2,295,700
Building Value:		
Yard Items:		
Land Value:	2,295,700	2,295,700
Total Value:	2,295,700	2,295,700
Assessed Value:	137,742	137,742
Capped Total:	2,295,700	2,295,700

Reval / Market 01

Legal Description

Sales Information

Grantor: BANK OF COMMERCE,

Sale Price: 700,000 Validity: 1

Sale Date: 6/3/2013 Sold Vacant: No

Legal Ref: 734-207

Narrative Description

This Parcel contains 59.449 AC of land mainly classified as LandOnly.

Office Notes Notes

No Picture Available

Click to enter GIS, if installed

No Sketch Available

Open 8/8/2014 3:15 PM 85348 QuickList

130

Assess 4.6.18/4618 - Lancaster2014 - [Ownership/ID/ Info]

File Edit Record Navigate Process Utilities Tools Options Help Status Database

Add Mod Del Save Cancel

Indexed By: Parcel ID

Card #

Parcel ID: 0014-00-012.01 Card:1 of 1 Location: STATE LINE Lancaster Cost - $2,295,700

Current Owner | Prior Owner | ID/Factors/Taxes

Current Ownership

	Title	Last Name	First Name	Res ex	% Own	Type
#1:		UNION LANCASTER LAND LLC				
#2:						
#3:						

Street #1: 3850 SHARONVIEW RD

Street #2:

City/Town: CHARLOTTE

Province/State: NC Postal: 28226

Fill List Verify Verify

Home Phone:

Cell Phone:

Work Phone:

Email:

Country:

Account Type:

Separate Bill: ☐

Valid Owner: ☑

D.O.B.: MM/DD/YYYY

Legal Reference: 734-207

Owner Occupied:

Sale Date: 6/3/2013

Owner Lookup Number: 71307

Sales | Exemptions | More Owners | Other Parties

Open | 8/8/2014 | 3:15 PM | Ownership Information | 85348 | QuickList

JUDY E BOONE

From: Stephen Blackwelder
Sent: Tuesday, July 29, 2014 11:22 AM
To: JUDY E BOONE
Subject: RE: DRC - Meeting - Providence Estates (Note Name will Change)

Elaine,

Here are my comments from this morning's meeting:

- Hydrants will be public on privately maintained roadways.
- I asked about phasing and made them aware if phased construction occurs, no structure built without a hydrant within 500 feet regardless of the phased plan. In other words if a hydrant protecting portions of phase 1 is actually in the portion of phase 2, they may have to place the road, water line, and hydrants as a part of phase 1.
- All but one of the hydrants on the plan are mid-block hydrants and would require 26 feet of pavement width for 20 feet prior to and 20 feet after each hydrant. I told Brent any hydrant at an intersection or cul-de-sac would not have to have the extra width.
- Current plan is okay for hydrant locations.
- I forgot to mention the cul-de-sac size. Isn't that 80 feet now? I think these are 70 feet.

Thanks,

Stephen Blackwelder, Fire Marshal
Lancaster County Fire Service
PO Box 1809
Lancaster, SC 29721
111 Covenant Place
Lancaster, SC 29720
Office: 803-283-8888
Fax: 803-283-6333
Direct: 803-313-8056
sblackwelder@lancastercountysc.net

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NOTICE: All email correspondence to and from this address may be subject to public disclosure under the SC Freedom of Information Act.

From: JUDY E BOONE
Sent: Wednesday, July 09, 2014 2:53 PM
To: Stephen Blackwelder; STEPHEN C YEARGIN; KENNETH C CAUTHEN; Keith Tunnell (keith.Tunnell@lancasterscworks.com); Seth Rodgers (sethrodgers@comporium.net); James Hawthorne (james.hawthorne@LCWASD.org); Jeffery D. Catoe
Cc: BARRY S FAILE; Patricia T. Hinson; John McKay (McKayJD@dot.state.sc.us); Wayne Joyner (JoynerJW@dot.state.sc.us); Daniel Hopkins (hopkinsDM@scdot.org); Mike Bagley (BagleyMR@dot.state.sc.us); bcowan@isaacsgrp.com; Gene Moore (gene.moore@lcsdmail.net); David Small (david.small@lcsdmail.net); Bryan Vaughn