

STATE OF SOUTH CAROLINA )  
 )  
TOWN OF RIDGELAND )

DEVELOPMENT AGREEMENT  
  
(GENESIS LANDING TRACT)

This Development Agreement ("Agreement") is made and entered this 4 day of March, 2008, by and between Plum Creek Land Company with the consent of Plum Creek Timberlands, LP; Harold S. Pittman and Helen Dills-Pittman; Glover Real Estate, LLC; and Bradford L. Childers and Ramona W. Childers (each an "Owner" and hereinafter collectively as "Owners") and the Town of Ridgeland, South Carolina ("Town").

**WHEREAS**, Plum Creek Land Company is the equitable owner of certain real property more fully described as Parcel A on the attached **Exhibit A** (*Parcel Exhibit*), and further described as Parcel A on the attached **Exhibit B** (*Property Description*), which is under option from the legal owner Plum Creek Timberlands, LP; and,

**WHEREAS**, Plum Creek Land Company is an applicant of the Planned Development District Ordinance, Development Agreement and annexation petition through the Town, with Plum Creek Timberlands, LP consenting to such application; and,

**WHEREAS**, Harold S. Pittman and Helen Dills-Pittman are the legal owners of certain real property more fully described as Parcel B as depicted on the drawing attached hereto as **Exhibit A** drawing, and further described as Parcel B on the attached Exhibit B legal description; and,

**WHEREAS**, Glover Real Estate, LLC is the legal owner of certain real property more fully described as Parcel C on the attached **Exhibit A** drawing, and further described as Parcel C on the attached **Exhibit B** legal description; and,

**WHEREAS**, Bradford L. Childers and Ramona W. Childers are the legal owners of certain real property more fully described as Parcel D on the attached **Exhibit A** drawing, and further described as Parcel D on the attached **Exhibit B** legal description; and,

**WHEREAS**, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act," (the "Act") as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and,

**WHEREAS**, the Act recognizes that "The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning." [Section 6-31-10 (B)(1)]; and,



200800001347 03/04/2008 AT 02:04 PM  
OR Volume 0644 Page 0001 - 0381  
Filed for Record in JASPER COUNTY  
Agreement Fee: \$387.00

**WHEREAS**, the Act also states: "Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the Property. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State." [Section 6-31-10 (B)(6)]; and,

**WHEREAS**, the Act further authorizes local governments, including Municipal governments, to enter Development Agreements with owners to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

**WHEREAS**, Owners have acquired, or have optioned (as in the case of Plum Creek Land Company), the Property shown on **Exhibit A** hereto, generally known as the Genesis Landing Tract, and propose to develop, or cause to be developed, therein a mixture of residential, neighborhood commercial, light industrial, mixed-use, recreational and conservation uses; and,

**WHEREAS**, Owners desire to jointly plan their properties in such a manner so as to relate to and reinforce the existing character of the Town of Ridgeland, to coordinate land use, to foster interconnectivity and embrace a mix of uses and thereby reduce Vehicle Miles Traveled ("VMTs") while safeguarding the environment, to create walkable, compact communities and thereby promote health benefits and a sense of community, to preserve and embrace natural and cultural resources, and to promote economic development for the benefit of the Town of Ridgeland, but which properties may be developed independently;

**WHEREAS**, the Town of Ridgeland seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and,

**WHEREAS**, the Town of Ridgeland finds that the program of development proposed by Owner for this Property is consistent with the Town 's comprehensive land use plan and land use regulations and will further the health, safety, welfare and economic well being of the Town and its residents; and,

**WHEREAS**, the program for development of the Property presents an unprecedented opportunity for the Town to secure quality planning and growth to protect the environment and strengthen and revitalize the tax base; and,

**WHEREAS**, this Development Agreement is being made and entered between Owners and the Town of Ridgeland, under the terms of the Act, for the purpose of providing assurances to Owners that their may proceed with their development plan under the terms hereof, as hereinafter defined, consistent with its approved Genesis Landing Tract Planned Development District (PDD) Ordinance (as hereinafter defined), without encountering future changes in law which would materially affect the ability to develop under the plan, and for the purpose of providing important

protection to the natural environment and long term financial stability and a viable tax base to the Town, and for the purpose of providing certain funding and funding sources to assist the Town in meeting the public service and public infrastructure needs associated with the development authorized hereunder;

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the Town of Ridgeland and Owners by entering this Agreement, and to encourage well planned development by Owners, the receipt and sufficiency of such consideration being hereby acknowledged, the Town of Ridgeland and each of the Owners hereby agree as follows:

1. **INCORPORATION**. The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.

2. **DEFINITIONS**. Terms not defined in this Agreement shall have the meanings set forth in the Genesis Landing Tract PDD Ordinance. As used herein, the following terms mean:

"**Act**" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; incorporated herein by reference.

"**Adjacent Land**" shall mean any real property adjacent to the Genesis Landing Tract.

"**Administration/Planning Fund**" shall mean the Town's fund into which all Development Fees allocated for the Town's use for administration and planning are to be deposited.

"**Agreement**" shall mean this Development Agreement as amended by the Town of Ridgeland and Developer in writing from time to time.

"**Approved Project Cost**" shall mean the Fair Market Value of Contributed Land, plus the cost of construction (including material, equipment, internally employed specialized technical staff dedicated to the project and not part of staff covered under overhead, ten (10%) percent overhead, and reasonably related expenses) for the Sewer Plant, Potable Water Infrastructure, Public Safety Site, School Site, Boulevard and other On-Site and Nearsite Road improvements, and Off-Site Road improvements and other similar improvements, subject to the provisions of Section 11.1.15.

"**Association**" shall mean one (1) or more property owners' associations established to maintain portions of the Property.

"**Boulevard**" or interchangeably "**North/South Access Boulevard Road**" shall have the meaning set forth in Section 10.1.2 and **Exhibit G**.

"**Capacity Fees**" has the meaning set forth in Section 11.1.2.

**"Genesis Landing Tract" or "Property"** means those certain tracts of land described on **Exhibit B**, as may be amended with the Agreement of the Town of Ridgeland and the affected Owners.

**"Genesis Landing Tract PDD Ordinance"** means the Planned Development District Ordinance for the Property approved by the Town simultaneous with this Agreement.

**"County"** means Jasper County, South Carolina.

**"Developer"** means Owners and all successors in title or lessees of the Owners who undertake Development of the Property who receive by transfer in writing from the Owners portions of the Development Rights, duties, and obligations.

**"Development"** means the development of portions of the Property as contemplated in the Zoning Regulations.

**"Development Fees"** shall have the meaning set forth in Section 11.1.1

**"Development Rights"** means the rights of the Owner(s) or Developer(s) in accordance with the Zoning Regulations and this Development Agreement.

**"Development Summary Table"** means a table, maintained by each Owner and the Town, detailing the number of units and/or square footage of development permitted to date, and the number of units and/or square footage remaining.

**"Downtown Development Fund"** shall mean the Town's fund into which all Development Fees allocated for downtown development are to be deposited.

**"Fair Market Value of Contributed Land"** shall have the meaning as set forth in Section 11.1.16.

**"Library Fund"** shall mean the Town's fund into which all Development Fees allocated for library expenditures are to be deposited.

**"Owner"** or collectively **"Owners"** means Plum Creek Land Company; Plum Creek Timberlands, LP; Harold S. Pittman and Helen Dills-Pittman; Glover Real Estate, LLC; and Bradford L. Childers and Ramona W. Childers, their corporate successors and any assignee, whereby such interest is assigned in writing, unless the context clearly implies a reference to a single Owner, and specifically excluding retail purchasers of completed residential units or completed commercial, industrial or retail space for which all Development Fees, Capacity Fees and Tap Fees have been paid

**"Parks Fund"** shall mean the Town's fund into which all Development Fees allocated to park expenditures are to be deposited.

**"PDD Concept Plan"** shall mean the Planned Development District Concept Plan submitted by the Owners and approved by the Town as part of the Genesis Landing Tract PDD Ordinance simultaneous with the submission and approval of this Agreement, a copy of which is attached hereto as **Exhibit C** and incorporated into this Agreement, and such may be modified by agreement of the Owner and the Town.

**"Police and Fire Fund"** shall mean the Town's fund into which all Development Fees allocated to Police and Fire expenditures are to be deposited.

**"Off-Site Roadway Fund"** shall mean the Town's fund into which all Development Fees allocated to Off-Site Roads expenditures are to be deposited.

**"On-Site and Nearsite Road Improvements"** shall have the meanings set forth in Section 10.1.2 and **Exhibit G**.

**"On-Site / Nearsite Roadway Fund"** shall mean the Town's fund into which all Development Fees allocated to the construction of the Boulevard and other On-Site and Nearsite Road improvements as referenced herein are to be deposited until utilized for construction or reimbursement.

**"School Fund"** shall mean the Town's fund into which the Development Fees allocated to School expenditures are to be deposited.

**"Tap Fees"** has the meaning set forth in Section 11.1.2.

**"Term"** means the term of this Agreement as set forth in Section 3 hereof.

**"Town of Ridgeland"** or **"Town"** means the Town of Ridgeland, South Carolina.

**"Uplands"** shall have the meaning set forth in the Genesis Landing Tract PDD Ordinance for purposes of density calculations only.

**"Water and Sewer Ordinance"** means Title 5 "Public Works" of the Town's Code of Ordinances, which provides for assessment of development fees for water and sanitary sewer.

**"Zoning Regulations"** means the Genesis Landing Tract PDD Ordinance establishing a Planned Development District for the Property, and all the attachments thereto and all narratives, applications, and site development standards thereof once the same has been submitted to and approved by the Town, this Development Agreement, the 2005 Town of Ridgeland Zoning Ordinance and Land Use Development Regulations ("TRZO") as amended through the date of this Agreement (including the Open Space Ordinance adopted by the Town on July 19, 2007, and the PDD Ordinance adopted by the Town on August 2, 2007), the Town of Ridgeland Subdivision Regulations, and applicable building, housing, electrical, plumbing, gas and safety codes of the Town, as the provisions thereof may be clarified or modified by the terms of the Genesis Landing Tract PDD Ordinance and this Agreement.

**3. TERM.** The term of this Agreement shall commence on the date this Agreement is executed by the Town and Owners and terminate thirty (30) years thereafter; provided however, that, to the extent permitted by law, the Term of this Agreement will be renewed for two ten (10) year periods absent a material breach of any terms of this agreement during the initial or any renewal terms, as applicable; provided further, however, that if the Town determines at the end of the initial 30-year term or at the end of the first 10-year renewal period that the development of the Property in accordance with this Agreement is resulting in a material adverse effect on traffic, utility services, other Town services or other aspects of Town planning, the Town may condition renewal of the Term of this Agreement upon modification of this Agreement to address any such issues. The Town and the Owners agree that it is their intent that, to the extent permitted by law, the Term of this Agreement and the renewal provisions apply to all Parcels. In the event, however, a third party challenges the Term of this Agreement, a court of competent jurisdiction thereafter determines that the length of the Term exceeds the maximum term allowed under the Act, and all applicable judicial appeal periods have expired without such determination being overturned, then the Term of this Agreement relative to all or specific affected portions of the Property shall be reduced to the maximum permissible term under the Act.

**4. DEVELOPMENT OF THE PROPERTY.** The Property shall be developed in accordance with the Zoning Regulations including this Agreement. All costs charged by or to the Town for reviews required by the Town shall be paid by the Owner or Developer or other party applying for such review as generally charged throughout the Town for plan review. The Town shall, throughout the Term, maintain or cause to be maintained a procedure for the processing of reviews as contemplated by the Zoning Regulations and this Agreement. In the event that an Owner or Developer transfers any interest in all or a portion of a Parcel of the Genesis Landing Tract or any development therein to any successor or assign, that Owner or Developer and such successor or assign may, by written assignment that is submitted to the Town, allocate any of the duties or benefits placed upon that Owner or Developer by this Agreement between them, in which event the duties and benefits shall apply separately to each of them in accordance with the Parcel(s) or portion thereof owned by each, under the terms of the assignment agreement. Any such allocation of duties or benefits must be equitable in nature such that the obligations allocated to any tract are commensurate with the type and density of development allocated to such tract, and such allocation must be approved by the Town, such approval not to be unreasonably withheld.

**5. CHANGES TO ZONING REGULATIONS.** Except to the extent provided in Sections 9.1 and 9.2, the Zoning Regulations as they relate to the Property subject to this Agreement shall not be amended or modified during the Term without the express written consent of an affected Owner except in accordance with the procedures and provisions of Section 6-31-80(B) of the Act, which Owners shall have the right to challenge. Owners do, for themselves and their successors and assigns, including Developers and notwithstanding the Zoning Regulations, agree to be bound by the following:

5.1 Each Owner shall be required to notify the Town, in writing, as and when it transfers Development Rights to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or industrial acreage, as applicable, subject to the transfer. Developers transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to file with the Town an acknowledgment of this Agreement and a commitment to be bound by it. In conjunction with any such transfer, the Owner or Developer making the transfer shall provide the Town with a current Development Summary Table.

5.2 Each Owner and Developer, and their respective heirs, successors and assigns agree that all Development must be served by potable water and sanitary sewer prior to occupancy, with the exception of irrigation, incidental maintenance facilities, golf courses, earthwork and similar amenities which exist from time to time, and except as otherwise provided herein for temporary use (temporary being one year or less). The above notwithstanding, sewer septic tanks may be permitted when in compliance with environmental standards as regulated by DHEC and other applicable regulatory bodies for (i) temporary sales offices and (ii) large lot single family residential tracts where the expense of installing sanitary sewer lines would be prohibitive, the allowance of septic tanks in such areas to be approved by the Town at the Master Plan or Development Plan stage of approval. The above notwithstanding, water wells may be permitted when in compliance with environmental standards as regulated by DHEC and other applicable regulatory bodies for (i) temporary sales offices and (ii) large lot single family residential tracts where the expense of installing water lines would be prohibitive, the allowance of water wells in such areas to be approved by the Town at the Master Plan or Development Plan stage of approval.

5.3 No Master Plan for any portion of the Property shall be submitted for processing unless that plan encompasses twenty-five (25) or more acres of high land (or in the case of Parcel D, 10 acres of high land), which acres are not jurisdictional wetlands or wetlands buffer areas, with the exception of the platting of road sections.

**6. DEVELOPMENT SCHEDULE.** Each Parcel shall be developed in accordance with the development schedule, attached as **Exhibit D**, or as may be amended by the respective Owner(s) or Developer(s) in the future to reflect actual market absorption. Pursuant to the Act, the failure of an Owner and any Developer to meet the initial development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owner(s) and Developer(s) good faith efforts to attain compliance with the development schedule. These schedules are planning and forecasting tools only, and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace if market conditions support a faster pace. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Development activity may occur faster or slower than the forecast schedule, as a matter of right. Furthermore, periodic adjustments to the development schedule of a Parcel which may be submitted unilaterally by the respective Owner(s) and Developer(s) in the future, shall not be considered a material amendment or breach of the Agreement.

**7. ALLOWED USES AND DENSITY.** Notwithstanding any Town ordinance to the contrary and subject to the Tree Preservation and Replacement provisions of the Genesis Landing Tract PDD Ordinance, the following existing uses on the Property shall continue to be allowed uses under this Agreement: Silviculture (which may include Sustainable Forestry Initiative practices), Aquaculture, and Agriculture activities on all Parcels; Hunting activities on all 50+ acre portions of all Parcels until such time as the respective portions are permitted for development activity, provided that a 300 foot buffer is maintained between any developed portions of the Property or surrounding properties; sand mining activities done in accordance with the permitting requirements of all applicable regulatory bodies on all Parcels; and the incineration of vegetative debris done in accordance with the permitting requirements of all applicable regulatory bodies on Parcel D only. Single-family residential, multi-family residential, neighborhood commercial, light industrial, mixed-use, traditional neighborhood development, recreational and conservation development on the Property shall not exceed the densities and shall be consistent with the uses set forth in the Genesis Landing Tract PDD Ordinance and the Zoning Regulations, and as set forth below and in **Exhibit E**.

7.1 Up to a maximum of 14,862 residential (including single-family detached, attached townhomes, duplexes, triplexes, fourplexes and multi-family) density units shall be allowed, as more particularly set forth in the attached Zoning Regulations for the Property, together with accessory uses and other matters as set forth therein; provided, however, that (i) multi-family units will not exceed 3,716, and (ii) all other units that are not single family detached will not exceed 3,716 unless approved by Town. The Owners and Town recognize the goal that the average minimum market value of residential dwelling units should seek a target of \$175,000 per unit average, such target average to increase by 10% on January 1, 2011, and every three years thereafter. Furthermore, the Owners and the Town recognize that while this goal is important, it is non-binding, and failure to reach said goal will not, by itself, represent a material breach of the terms of this Development Agreement. With the potential conversion as contemplated for Parcels B, C and D in Sections 7.2.2, 7.2.3, and 7.2.4, the maximum amount of residential may be increased to 18,149 density units, provided, however, that (i) multi-family units will not exceed 4,537, and (ii) all other units that are not single family detached will not exceed 4,537 unless approved by Town. Conversion of density from residential to additional light industrial use requires an amendment to the Genesis Landing Tract PDD Ordinance, subject to approval by the Town and the Owner of the affected Parcel.

7.2 Up to a maximum of 16,108,924 square feet of light industrial building footprint shall be allowed, as more particularly set forth in the attached Zoning Regulations for the Property, together with accessory uses and other matters as set forth therein. With the potential conversion as contemplated for Parcels B, C and D in Sections 7.2.2, 7.2.3, and 7.2.4, the maximum amount of light industrial building footprint may be decreased to 2,940,300 square feet. There shall be no cap on neighborhood commercial or mixed-use square feet or acreage within the Property or within any Parcel, provided, however, that the overall residential density unit cap is not exceeded. Additional neighborhood commercial or mixed-use over and above the acreage shown on the PDD Concept Plan will not require a conversion of residential units.



7.2.1 **Parcel A.** Parcel A consists of approximately 1,430 upland acres as generally depicted on the PDD Concept Plan. The uses for Parcel A are defined under the Genesis Landing Tract PDD Ordinance and the Zoning Regulations. Parcel A shall have up to a maximum of 5,720 residential density units, provided, however, that (i) multi-family units will not exceed 1,430, and (ii) all other units that are not single family detached will not exceed 1,430.

7.2.2 **Parcel B.** Parcel B consists of approximately 1,398 upland acres as generally depicted on the PDD Concept Plan. The uses for Parcel B are defined under the Genesis Landing Tract PDD Ordinance and the Zoning Regulations. The approximate 85 transitional Upland acres are intended to have such allowed land uses as would coordinate and be compatible with the potential future land use on the adjacent property to the north. Parcel B shall have up to a maximum of 1,334,896 square feet of light industrial building footprint and 5,318 residential density units, provided, however, that (i) multi-family units will not exceed 1,330, and (ii) all other units that are not single family detached will not exceed 1,330. Based on market conditions, the Owner or Developer of Parcel B shall have the ability to convert up to all 68 upland acres of light industrial use to other allowed uses including residential at the ratio of 4 residential density units per upland acre of light industrial use, thereby decreasing the maximum light industrial building footprint on Parcel B to 0 square feet and increasing the maximum residential density units on Parcel B to 5,591, provided, however, that (i) multi-family units will not exceed 1,398, and (ii) all other units that are not single family detached will not exceed 1,398.

7.2.3 **Parcel C.** Parcel C consists of approximately 1,657 upland acres as generally depicted on the PDD Concept Plan. The uses for Parcel C are defined under the Genesis Landing Tract PDD Ordinance and the Zoning Regulations. Parcel C shall have up to a maximum of 13,746,883 square feet of light industrial building footprint and 3,824 residential density units, provided, however, that (i) multi-family units will not exceed 956, and (ii) all other units that are not single family detached will not exceed 956. Based on market conditions, the Owner or Developer of Parcel C shall have the ability to convert up to approximately 551 upland acres of light industrial use to other allowed uses including residential at the ratio of 4 residential density units per upland acre of light industrial use, thereby decreasing the maximum light industrial building footprint on Parcel C to 2,940,300 square feet and increasing the maximum residential density units on Parcel C to 6,029, provided, however, that (i) multi-family units will not exceed 1,507, and (ii) all other units that are not single family detached will not exceed 1,507. The Owner of Parcel C agrees to reserve at least 150 upland acres for light industrial use for a period of ten (10) years, after which time any portion of the remaining light industrial acreage may convert to other allowed uses including residential at the ratio of 4 residential density units per upland acre of light industrial use, thereby further increasing the maximum residential density units on Parcel C to 6,629, provided, however, that (i) multi-family units will not exceed 1,657, and (ii) all other units that are not single family detached will not exceed 1,657.

7.2.4 **Parcel D.** Parcel D consists of approximately 52 upland acres as generally depicted on the PDD Concept Plan. The uses for Parcel D are defined under the Genesis Landing Tract PDD Ordinance and the Zoning Regulations. Parcel D shall have up

to a maximum of 1,027,145 square feet of light industrial building footprint and 0 residential density units. Based on market conditions, the Owner or Developer of Parcel D shall have the ability to convert up to all 52 upland acres of light industrial use to other allowed uses including residential at the ratio of 4 residential density units per upland acre of light industrial use, thereby decreasing the maximum light industrial building footprint on Parcel D to 0 square feet and increasing the maximum residential density units on Parcel D to 210, provided, however, that (i) multi-family units will not exceed 52, and (ii) all other units that are not single family detached will not exceed 52.

7.3 Each Owner shall maintain a Development Summary Table, and submit a current version of its Development Summary Table with each Development Plan (as defined in the PDD Ordinance) application. Each Owner, acting independently of the other Owners, shall have the right to sell or transfer its density units (as described above) to Developers, and to require that unused density units revert from Developers to the Owner who made the respective conveyance(s).

**8. RESTRICTED ACCESS.** The Owners and/or each Developer shall have the right (but not the obligation) to create restricted access communities within the Property.

**9. EFFECT OF FUTURE LAWS.**

9.1 Each Owner (and its Developers, with the approval of Owner), shall have vested rights to undertake Development of any portion or all of such Owner's Parcel in accordance with the Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future pursuant to the terms of this Agreement for the entirety of the Term. Subject to the provisions of Section 9.2, future enactments of, or changes or amendments to, the Town ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations shall not apply to the Property unless the procedures and provisions of Section 6-31-80 (B) are followed, which Owner shall have the right to challenge. Notwithstanding the above, the Property will be subject to then current fire safety standards and state and/or federal environmental guidelines standards of general application.

9.2 The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future engineering, building, housing, electrical, plumbing, gas or other standard codes, or any ad valorem tax of general application throughout the Town, found by the Town Council to be necessary to protect the health, safety and welfare of the citizens of the Town.

**10. INFRASTRUCTURE AND SERVICES.** Owners and Developers will coordinate on sharing road, water and sewer infrastructure improvements to the extent reasonably practical; provided, however, that an Owner or Developer shall not be prevented from pursuing its individual development plans based on other Owner(s) or Developer(s) not completing or paying for their portion of such shared public infrastructure, provided that sufficient infrastructure will be in place to serve the tract that will be developed. Unless otherwise specified herein, costs of shared public infrastructure improvements shall be allocated to the Owners and Developers pro-rata based on reasonable load calculations and impacts determined by the Town and/or its consultants, unless otherwise provided herein; provided, however, that no Owner or Developer shall be required to pay

for its individual infrastructure costs or for its pro-rata portion of shared public infrastructure costs until such time as its development needs at the Development Plan level warrant the expenditure. In cases where an Owner or Developer pays for more than its pro-rata portion of shared public infrastructure costs to facilitate its development needs, the Town shall provide a credit to such Owner or Developer against fees of such Owner as follows: i) in the case of Boulevard and other On-Site and Nearsite Road improvements, the related On-Site and Nearsite Road Development Fees associated with the Parcel(s) benefiting from the improvements, as such fees are collected by the Town as contemplated in 11.2.2, and provided that a Municipal Improvement District as set forth in 11.1.15 is not utilized; ii) in the case of excess Potable Water Infrastructure capacity for off-site applications, the related Water Capacity Fees collected by the Town for such off-site applications as set forth in 10.2; and iii) in the case of excess Sewer Plant capacity for off-site applications, the related Sewer Capacity Fees collected by the Town for such off-site applications as set forth in 10.3. Additionally, to the degree that an On-Site or Nearsite Road improvement is constructed on or near a Parcel to handle projected increased external traffic (including that generated from the other Parcels), as determined through traffic impact analysis, and as approved by the Town, the Town shall credit the Owner(s) or Developer(s) making the related incremental expenditure against the Off-Site Roads portion of future Development Fees for its Parcel(s) such incremental amount until such credit is exhausted as per Section 11.1.12. An Owner or Developer wishing to install public infrastructure improvements on property other than its own must first receive the appropriate approvals. If an Owner or Developer and the Town agree that an infrastructure project will be conveyed to the Town after completion of construction by the Owner or Developer, then the Owner or Developer expending the funds must follow the procedure for documentation and approval as per Sections 11.1.16 "Approved Project Cost" and 11.1.17 "Fair Market Value of Contributed Land" if such expenditures are to be eligible for reimbursement by the Town as described above, or for credits against Development Fees as described above and as per Section 11.1.12. Although sharing of water and sewer infrastructure is encouraged, each Owner is free to pursue individual water and sewer agreements with the Town. The Town and Owners recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Owners and Developers, and many other necessary services will be provided by other governmental or quasi-governmental entities, and not by the Town. For clarification, the parties make specific note of and acknowledge the following:

#### 10.1 Roads.

10.1.1 Private Roads. All private roads within the Property, if any, shall be constructed by the respective Owner, Developer or other parties and maintained by such party(ies) and/or Association(s), or dedicated for maintenance to other appropriate entities. The Town will not be responsible for the construction or maintenance of any private roads within the Property, unless the Town otherwise specifically agrees in the future. Private roads within the Genesis Landing Tract will meet or exceed current Town design standards and conform to South Carolina Standard Specifications for Highway Construction Manual, unless otherwise agreed at Master Plan approval.

10.1.2 Public Roads. Upon execution of this Development Agreement, the Owners of Parcels A, B, and C, but not the Owner of Parcel D, have agreed under separate written terms to escrow Twenty Thousand Dollars (\$20,000) with the Town to pre-fund a

portion of a Regional Traffic Impact Assessment to assist the Town and Jasper County in developing a regional peak hour traffic model. The Town in its discretion may wish to collect additional funds from other developers, property owners and additional sources who would have a shared interest in seeing such a Regional Traffic Impact Assessment completed.

10.1.2.1 The Owners agree to donate the necessary amounts of right-of-way to facilitate the Boulevard and other On-Site and Nearsite Road improvements. At the time that improvements to the southern portion of Glover Road become necessary as determined under the provisions of **Exhibit G**, the Owners of Parcels A and C each agree to donate equal amounts of right-of-way (as measured in width) not to exceed for each Owner 75 feet along such Owner's Parcels fronting the southern portion of Glover Road.

10.1.2.2 At the time that improvements to the northwestern portion of Glover Road become necessary, the Owners of Parcels C and D each agree to donate equal amounts of right-of-way (as measured in width) not to exceed for each Owner 75 feet from the center of the road along their respective Parcels fronting the northwestern portion of Glover Road. The total right-of-way for Glover Road is intended to be no more than 150 feet.

10.1.2.3 At the time that the Boulevard improvements herein contemplated become necessary as determined under the provisions of **Exhibit G**, the Owners of Parcels A and B each agree to donate equal amounts of right-of-way (as measured in width) not to exceed 150 feet. The total right-of-way of the Boulevard shall be no less than 120 feet and no more than 150 feet with final design criteria to be established at Master Plan stage, and can vary based on SCDOT classifications.

10.1.2.4 Although the provisions of subsections 10.1.2.1-3 above provide in some cases for exactly one-half of the total road right-of-way to be on each Parcel Owner's land, as the Boulevard and Glover Road improvements are actually designed and installed, there may be more than one-half of the right-of-way on one Owner's land and less than one-half of the right-of-way on another Owner's land, provided that the entire width of the right-of-way is as provided in such subsections.

10.1.2.5 On Parcels within the Genesis Landing Tract that are adjacent to Glover Road and Boulevard rights-of-way, the minimum required setbacks shall contain buffers and shall be in accordance with the Genesis Landing Tract PDD Ordinance, with such setbacks and buffers including, but not limited to, the following uses: underground utilities, access encroachments, pathways, landscape berms and stormwater management facilities.

10.1.2.6 Where the Nearsite improvements contemplated herein require the acquisition of rights of way and/or easements on other property, the Owners agree to use best efforts to acquire such necessary right-of-way and/or easements. On-Site and Nearsite Road improvements, projected costs and residential/light industrial unit construction deadlines are set forth more fully on **Exhibit G** hereto. If the Owner is unsuccessful in acquiring such rights-of-way, to the extent permitted by law and subject to there being adequate funds available, the Town, in conjunction with Jasper County or other applicable governmental authorities, will seek to acquire the necessary right-of-way (including to the extent permitted by law the use of the power of eminent domain, if necessary and legally permissible) to enable the construction of the Nearsite improvements, including improvement of Glover Road from S.C. 462 to the currently paved portion. Any use of the power of eminent domain shall be subject to approval by the Town Council at that time, however.

10.1.2.7 All public roads outside the Property that serve the Property are currently under the jurisdiction of the State of South Carolina and Jasper County regarding access, construction, improvements and maintenance. Owners acknowledge that they must comply with all applicable state statutes and rules and regulations of the South Carolina Department of Transportation or its successor and all ordinances, codes and regulations of Jasper County, as applicable, regarding access and use of such public roads. Roads within SCDOT right-of-ways and public roads will be constructed in accordance with SCDOT standards as agreed at Master Plan approval through traffic impact analysis, with the Town assisting the respective Owner(s) where practical to assure that the County or State reasonably agrees to and approves the plans and specifications for such public road improvements including the related accesses. Future public roads may serve the Property. The Town shall not be responsible for construction of the public roads which now or hereafter serve the Property, unless otherwise agreed by the Town in the future. The Town's acceptance of any road as a public road shall be subject to compliance with the Town's procedures for road acceptance, as such may be adopted and revised from time to time by the Town.

10.1.2.8 The timing, phasing and responsibility for public On-Site and Nearsite Road improvements shall be subject to the Parcel-specific buildout thresholds indicated in **Exhibit G**, unless otherwise justified by traffic impact analysis at Master Plan stage that reallocates or recalculates traffic impacts or the thresholds themselves.

### 10.1.3 North/South Access Boulevard Road.

10.1.3.1 The Town and the Owners of Parcels A and B recognize that Parcels A and B may serve as a gateway for future growth of the Town, and desire to plan for such future growth and the associated access needs. In recognition of this public purpose, the Owners of Parcels A and B and their

assigns including Developers of Parcels A and B agree to construct the North/South Access Boulevard Road through their respective Parcels A and B (the "Boulevard") as per the schedule indicated in **Exhibit G**, which shall be dedicated to the Town upon completion. The exact route of the Boulevard is uncertain at this time, and the route illustrated on the PDD Concept Plan is a current best approximation. The final route will be determined at a later time based on various factors including maximization of interconnectivity and land use coordination with other adjacent properties to the north of S.C. 336, minimization of wetland impacts, cost factors, etc.

10.1.3.2 The Boulevard may be phased in its construction at the discretion of the Owners of Parcels A and B and their assigns including Developers of Parcels A and B according to any potential required traffic impact analysis performed as part of the Master Plan process of the proximate portions of the respective Parcels.

10.1.3.3 The Owners of Parcels A and B and their assigns agree to allow the Owners or Developers of the Residential portions of Parcel C, as indicated on the PDD Concept Plan, to interconnect to the Boulevard at their sole expense. If the final route of the Boulevard should shift from the alignment illustrated in the PDD Concept Plan such that it does not run through or tangent with Sub-Parcel C2, then the Owner(s) of the portion of Parcel A and/or Parcel B to the west of Sub-Parcel C2 shall grant an access easement to Sub-Parcel C2 which will allow for interconnectivity to the Boulevard.

10.1.3.4 Owner and assigns including Developers of Parcels A and B agree to pay all of the costs and expenses of the Town consultants and professionals incurred in negotiating, processing and evaluating the Boulevard, in proportion to the amount of such negotiating, processing, and evaluating of the Boulevard or its sections that is reasonably attributed to the respective Parcels by the Town.

10.1.3.5 All Owners agree that their intent is that the interconnectivity of roads within the Parcels to the Boulevard is not to be used for industrial truck traffic to or from Light Industrial land use on any portion of Parcel C or Parcel D. The Owners and the Town therefore agree that the Town, to the extent permitted by law, may impose truck routing restrictions in order to discourage such use by industrial truck traffic, and the Owners will cooperate in imposing such restrictions.

10.1.3.6 The lack of completion of any portion of the Boulevard by an Owner or Developer of Parcels A or B shall not interfere with another Parcel Owner or Developer's development schedule. An Owner or Developer of Parcels A or B wishing to complete all or a portion of the Boulevard not on its respective Parcel shall be allowed to pay for and cause such Boulevard

improvements to take place on the other Owner's Parcel, provided it has the written consent of the other Owner. In such a case, the Owner or Developer constructing all or a portion of the Boulevard improvements on the other Owner's parcel shall receive the following: i) reimbursement by the Town for the related On-Site and Nearsite Road Development Fees associated with the other Owner's Parcel on which such Boulevard improvements are constructed, as such fees are collected by the Town as contemplated in 11.2.2, and provided that a Municipal Improvement District as set forth in 11.1.15 is not utilized, and ii) to the degree that the Boulevard improvements are constructed to handle projected increased external traffic (including that generated from the other Parcels), as determined through traffic impact analysis, credit by the Town against the Off-Site Roads portion of future Development Fees for its Parcel such incremental amount until such credit is exhausted as per Section 11.1.12.

10.1.4 In further recognition by the Town and the Owners that the Property may serve as the gateway for future growth of the Town, and desire to plan for such future growth and the associated access needs, the Town agrees to use its best reasonable efforts to support the reconfiguration of I-95 exit 18. Nothing herein shall be deemed to obligate the Town to expend funds for condemnation or for any other purpose.

10.1.5 Additional public roads may be planned in the future, upon written agreement between affected Owners and the Town. The affected Owners shall have the right to design and construct, upon obtaining permits from applicable governmental authorities, roadways designated on the PDD Concept Plan, provided such design is in conformance with and capable of absorbing the traffic loading created by the Property. To the extent that any third party is permitted by the Town to utilize any public road right-of-way within the Property to install underground utilities or other public services within such road right-of-way, then the Town shall require that such party perform such work in a good and workmanlike manner and restore any damage to the right-of-way and/or landscaping or other improvements in connection therewith promptly. To the extent practical, Owners will utilize construction accesses and temporary construction roads to minimize the use by construction vehicles and construction supply trucks of the public roads to be constructed, to avoid undue wear and tear. The Town makes no representations or guarantees that roadway access shown on the PDD Concept Plan will be permitted or allowed. Access must meet the requirements of the SCDOT and the Town and will be based upon traffic impact analysis during Master Plan approval of specific areas of the Property.

10.1.6 Additional Roads. If an Owner is required to construct two lanes of a roadway within a right-of-way sized to accommodate more lanes, then the Owner shall construct those two lanes on one side of the right-of-way, in accordance with plans approved by the Town.

10.1.7 Maintenance for roadways dedicated to the Town (or other governmental authority) may be funded through an ad valorem tax applied Town-wide, or such other mechanism as may be selected by the Town that is applied Town-wide. The

parties agree that the Town may in its discretion transfer ownership and maintenance responsibility for such roadways to Jasper County or to the South Carolina Department of Transportation, in the event the County or the State agrees to accept same.



## 10.2 Potable Water.

10.2.1 Unless otherwise agreed in a shared or individual water and sewer agreement between at least one of the Owners and the Town, each Owner and its assigns will individually or acting together construct for the Town, and convey to the Town upon completion, with appropriate warranty, potable water facilities and related infrastructure producing sufficient capacity of potable water to serve its Parcel, including drinking water, emergency fire service and storage tanks (if needed) (the "Potable Water Infrastructure"). All Potable Water Infrastructure shall be constructed in accordance with the requirements of DHEC and other regulatory authorities having jurisdiction. All potable water supply shall be provided through the Town, or other water supply authority if approved by the Town. The Town agrees to accept title to the Potable Water Infrastructure, and to operate and maintain such Potable Water Infrastructure on a consistent basis. Although shared Potable Water Infrastructure is encouraged, each Owner is only responsible for Potable Water Infrastructure to serve its Parcel. In the case of shared public Potable Water Infrastructure, the cost and responsibility of designing, permitting, and constructing shared public Potable Water Infrastructure shall be allocated to the respective Owners and their assigns pro-rata based on usage calculations determined by the Town and/or its consultants. An Owner and its assigns will not be obligated to construct Potable Water Infrastructure, or to pay for its allocated costs of shared Potable Water Infrastructure or its portion of the excess capacity of other Potable Water Infrastructure, unless and until development is to occur on its Parcel. If the Town has approved construction of Potable Water Infrastructure that will provide excess capacity (capacity being that needed for the applicable Parcel(s)), at the time that such excess Potable Water Infrastructure capacity is used by the Town for off-site applications, the Town shall pass through to the original respective Owners or Developers who provided such excess Potable Water Infrastructure on a proportionate basis an equivalent amount of Water Capacity Fees as they are collected.

10.2.2 No Owner or Developer shall be obligated to construct individual lines from the main water supply lines to any off-site parcels.

10.2.3 Upon completion and dedication of the Potable Water Infrastructure and associated water system to the Town, the Approved Project Cost shall be credited for each Owner as appropriate against future water Capacity Fees and water Tap Fees until such credit is exhausted, provided that the Owner will not receive credit for water Tap Fees unless and until the Owner installs lateral lines running from the main water lines to its individual parcels.

10.2.4 The water distribution system shall be designed to eventually become part of a looped system integrated into the Town's existing water system. The Owners will individually or acting together work with the Town to develop plans and specifications for the Potable Water Infrastructure for their respective Parcels, values for the land contributed by the respective Owners, and the estimated cost of construction, including materials, design costs, overhead and other reasonably related charges. The Town agrees that it will serve as the applicant for all state and local approvals required for the Potable Water Infrastructure. The affected Owners agree to pay all of the costs and expenses of the

Town's consultants and professionals incurred in negotiating, processing and evaluating the Potable Water Infrastructure, in proportion to the amount of such negotiating, processing, and evaluating of the Potable Water Infrastructure reasonably attributed to the respective Parcels based on usage calculations by the Town.

### 10.3 Sewage Treatment and Disposal.

10.3.1 Sewage treatment and disposal will be provided by the Town, or other sewer authority if approved by the Town. Unless otherwise agreed to in a shared or individual water and sewer agreement between at least one of the Owners and the Town, each Owner and its assigns will individually or acting together construct for the Town, and convey to the Town, one or more sewer treatment plants and associated transportation lines (the "Sewer Plant"), the plans and specifications of which shall be approved by the Town. All proposed Sewer Plant and related facilities are subject to approval by the Town and by DHEC and other governmental authorities having jurisdiction. The Town agrees to accept title to the Sewer Plant, and to operate and maintain such Sewer Plant on a consistent basis. Although shared Sewer Plant is encouraged, each Owner is only responsible for Sewer Plant to serve its Parcel. In the case of shared public Sewer Plant, the cost and responsibility of designing, permitting, and constructing shared public Sewer Plant infrastructure shall be allocated to the respective Owners and their assigns pro-rata based on usage calculations determined by the Town and/or its consultants. It is contemplated that with respect to each Sewer Plant, the Town may require that the Sewer Plant be constructed with excess capacity sufficient to serve some property beyond the needs of the relevant Parcel, the amount of such capacity to be agreed upon at the time the Sewer Plant is approved. An Owner and its assigns will not be obligated to construct individual or shared Sewer Plant, or to pay for its allocated costs of shared Sewer Plant or its portion of the excess capacity of other Sewer Plant, unless and until development is to occur on its Parcel. At the time that such excess Sewer Plant capacity is used by the Town for off-site applications, the Town shall pass through to the respective Owners or Developers who provided the excess Sewer Plant capacity on a proportionate basis an equivalent amount of Sewer Capacity Fees as they are collected. If Sewer Capacity Fees will not be sufficient to reimburse an Owner for the excess Sewer Plant Capacity provided by such Owner or Developer, then at the time the Sewer Plant is approved, the Town and such Owner or Developer shall agree upon the means by which such Owner or Developer may be compensated for providing such excess capacity.

10.3.2 No Owner or Developer shall be obligated to construct individual lines from the main sewer lines to any off-site parcels.

10.3.3 Upon completion and dedication of the Sewer Plant to the Town, the Approved Project Cost shall be credited for each Owner as appropriate against future sewer Capacity Fees and sewer Tap Fees until such credit is exhausted, provided that the Owner will not receive credit for sewer Tap Fees unless and until the Owner installs lateral lines running from the main sewer lines to its individual parcels.

10.3.4 The Owners will individually or acting together work with the Town to develop plans and specifications for the Sewer Plant for their respective Parcels,

values for the land contributed by the respective Owners, and the estimated cost of construction, including materials, design costs, overhead and other reasonably related charges. The Town agrees that it will serve as the applicant for all state and local approvals required for the Sewer Plant. The affected Owners agree to pay all of the costs and expenses of the Town consultants and professionals incurred in negotiating, processing and evaluating the Sewer Plant, in proportion to the amount of such negotiating, processing, and evaluating of the Sewer Plant is reasonably attributed to the respective Parcels based on usage calculations by the Town.

10.4 Police Services. The Town shall provide police protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the Town with the exception of restricted access communities, which may elect to provide in-house patrol services by security forces and/or constables and elect in writing to forego regular Town patrol functions.

10.5 Fire Services. The Town shall provide fire protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the Town. Owner acknowledges the jurisdiction of the Town's fire departments shall include the Property and shall not interfere or in anyway hinder public safety activities on the Property regardless of whether such may be a restricted access community. The Owner of Parcel A shall convey to the Town, not less than two (2) years before the development of the Property is projected to exceed 500 residential units or 1,000,000 square feet of non-residential improvements, an on-site police and fire station site on Upland acreage (the "Public Safety Site"), the size, location and dimensions of which shall be approved by the Owner of Parcel A and the Town at Master Plan approval.

10.6 Sanitation Services. The Town shall provide sanitation and trash collection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the Town.

10.7 Emergency Medical Services (EMS). EMS services are provided by the County and are not the responsibility of the Town.

10.8 Drainage System.

10.8.1 All stormwater runoff, treatment and drainage system improvements within the Property will be designed in accordance with the Zoning Regulations and Best Management Practices then current. All stormwater runoff, treatment and drainage system improvements for the Property shall be constructed by the respective Owners or Developers. The Town will not be responsible for any construction or maintenance cost associated with the stormwater runoff, treatment and drainage system within the Property.

10.8.2 Protection of the quality in nearby waters and wetlands is a primary goal of the Town. Each Owner and Developer shall be required to abide by all provisions of federal and state laws and regulations, including those established by the

Department of Health and Environmental Control (DHEC), the Office of Ocean and Coastal Resource Management (OCRM), and their successors for the handling of stormwater. Further provisions regarding storm water are included within the Genesis Landing Tract PDD Ordinance. The Property will be subject to any future storm water regulations in the same manner as are applied Town-wide.

10.8.3 All drainage systems constructed within the Property shall be owned and maintained by one (1) or more Association(s) which may be established for various portions of the Property and the Town shall have no responsibility for the construction, operation or maintenance of such systems, except any portion of any storm drainage system which is expressly dedicated to and accepted by the Town. The Town shall have the right, but not the obligation, to enter upon any portion of the Property for the purpose of repairing or resolving any failure of maintenance or repair by any such Association or any other party with respect to any storm drainage facility maintained by such Association or party, (i) in an emergency situation, without notice to such Association or party, and (ii) in all other circumstances, after giving notice to such Association or other party and failure of the same to promptly repair or resolve such situation. In the event the Town undertakes any such repair or resolution, such Association or other party shall pay to the Town all out-of-pocket costs and a reasonable fee for all internal staff and materials expenses incurred by the Town in connection therewith.

10.8.4 The Town acknowledges that the Zoning Regulations include provisions regarding mining permits for the Property, with lakes to be created from the mining permits potentially serving as part of the stormwater management system for the Property and as a component of the Sewer Plant. In recognition of the public benefits derived from the Sewer Plant, the Town agrees to provide reasonable support to the Owners in their mining permit applications. The Owners agree to reimburse the Town all out-of-pocket costs and consulting fees expenses incurred by the Town in connection therewith.

10.9 Open Space. Each Master Plan submitted by an Owner or Developer under the Genesis Landing Tract PDD Ordinance shall provide for not less than 10% of gross acreage in each residential and mixed-use tract to be reserved for open space. The land reserved for open space may include wetlands, lakes, recreational amenities and other similar land uses, but only to the extent such areas are available to residents for recreational use.

10.10 Underground Utilities. All water, sanitary sewer, irrigation, electricity, gas, cable television, telephone and other communication and information technology lines and other facilities shall be placed underground except: (i) those elements of such systems that from a practical standpoint should be above ground, and (ii) as otherwise approved by the Town.

**11. DEVELOPMENT FEES; FUNDS.** The Town and Owners understand and agree that future development of the Property shall result in additional public services being required to be provided by the Town and/or other governmental agencies. The Town and Owners acknowledge it is desirable that certain public facilities be located in the vicinity of the Property. The Owner agrees to participate in mitigating certain initial costs of the Town for such services as provided in this Agreement, and the following items are agreed upon.

11.1 Development Fees, Capacity Fees and Tap Fees.

11.1.1 To assist in meeting local government expenses of the Town resulting from ongoing development, each Owner or Developer shall pay Development Fees for Off-Site and On-Site / Nearsite Roads, Police and Fire, Parks, Libraries, Schools, Administrative Planning and Downtown Redevelopment as set forth in **Exhibit F** (the "Development Fees").

11.1.2 In addition to the Development Fees, each Owner shall also pay its respective portion of sewer impact fees and water capacity fees (collectively, "Capacity Fees") and sewer tap fees and water tap fees (collectively, "Tap Fees") in accordance with the Water and Sewer Ordinance, as such may change from time to time. Capacity Fees and Tap Fees shall increase in the same manner that they are increased Town-wide in accordance with such ordinance. Capacity Fees and Tap Fees shall be paid by an Owner or Developer at the time a building permit is obtained for development of improvements on its respective Parcel.

11.1.3 Development Fees for Off-Site and On-Site / Nearsite Roads, Police and Fire, Parks, Libraries, and Schools for any Parcel shall be paid by the then current Owner or Developer at such time as a certificate of completion or occupancy is issued for improvements on such Parcel.

11.1.4 Development Fees for Administrative/Planning for any portion of any Parcel shall be paid by the then current Owner or Developer at such time as a final Development Plan is approved for any Parcel.

11.1.5 Development Fees for Downtown Redevelopment for any Parcel shall be paid by the then current Owner or Developer at such time as a certificate of completion or occupancy is issued for improvements on such Parcel; provided, however that the Downtown Redevelopment Development Fees will be discounted by twenty percent (20%) if paid earlier at the time a final Development Plan is approved for a Parcel.

11.1.6 All Development Fee amounts set forth in **Exhibit F** shall increase 10% from the Development Fee amounts most recently in effect, beginning January 1, 2011, and on each third anniversary of such date thereafter throughout the first twenty (20) years of the Term of this Agreement, and thereafter every three (3) years by the lesser of (a) the respective per annum percentage increase in the Consumer Price Index (CPI-U, U.S. city average, all items, base period 1982-84=100), summed over the 3-year period using simple interest, or (b) ten percent (10%). Notwithstanding the foregoing, at such time as an Owner completes any of the following: the Sewer Plant, Potable Water Infrastructure, Public Safety Site contribution, School Site contribution, Boulevard, and Off-Site Road improvements or other infrastructure for which Owner is entitled to credits against Development Fees, Capacity Fees or Tap Fees under this Agreement, the total Approved Project Costs for such project will be divided by the then-current Development Fees, Capacity Fees and Tap Fees, as applicable, in order to determine the total credits on a per unit basis allocated to that Owner, so that such credits will not be diluted thereafter by subsequent increases in

Development Fees, Capacity Fees or Tap Fees. On-Site and Nearsite Road Development Fees will be reimbursed by the Town to the applicable Owner upon collection of such fees by the Town as per 11.2.2.

11.1.7 Owner of Parcel A acknowledges that the Town in its planning is relying on the project schedule set forth in **Exhibit D** with respect to Administration/Planning Fees to be generated by Parcel A. Accordingly, if Owner of Parcel A or its assigns falls behind such project schedule, such that the Administration/Planning Fees for Parcel A are not paid at the rate anticipated if such schedule was followed, Owner of Parcel A or its assigns shall pay all Administration/Planning Fees as per Exhibit F only for Parcel A that would have been paid had Owner of Parcel A or its assigns complied with the development schedule, and shall receive credit therefor going forward.

11.1.8 Notwithstanding any provision to the contrary contained within this Agreement and except as provided in Section 11.1.2, the Development Fees are being paid in lieu of any other impact fees, development fees or any other similar fees presently existing or adopted by the Town at any time hereafter during the term of this Agreement; provided, however, each Owner and/or Developer shall be subject to the payment of any and all present or future permitting fees enacted by the Town that are of Town-wide application and that relate to processing applications, development permits, building permits, review of plans, or inspections (but no other capital improvement related impact, development or other extractions).

11.1.9 Except as set forth in this Agreement, nothing herein shall be construed as relieving the Owners, their successors and assigns, from payment of any such fees or charges as may be assessed by entities other than the Town. It is the intent of the parties that the fees and obligations contemplated by this Agreement are the only obligations which will be imposed upon the Property by the Town and that the Town shall not impose fees or obligations of a similar nature to that which are contemplated by this Agreement; provided, however, the provisions of this paragraph shall not preclude the Town from imposing a fee of a nature which is not for improvements contemplated under this Agreement (e.g., police, fire, roads, parks, schools, libraries and other obligations contemplated under this Agreement or services and improvements contemplated by this Agreement), which are imposed on a consistent basis throughout the area regulated by such governmental authority imposing such obligations. The Town or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (i.e., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (i.e., a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan or construction.

11.1.10 Nothing herein shall be construed as limiting the right of the Town to increase service fees from time to time for services provided such as sanitary sewer, water and other services, provided that such increases are imposed on a Town-wide basis.

11.1.11 The Development Fees set forth above are vested for the entire Property, for the benefit of each Owner, and shall not be increased except as set forth herein.

11.1.12 Any Development Fees, Capacity Fees or Tap Fees paid and/or credits for Development Fees, Capacity Fees or Tap Fees with respect to property conveyed, services performed and/or money paid as provided in this Agreement may be assigned by each of the Owners and/or Developers owning such credits to another Owner and/or Developer, and all such credits shall remain valid until utilized; provided, however, that such credits may not be assigned for use in connection with a development outside the Property. The Town shall recognize all such written assignments of such rights and shall credit same against any Development Fees, Capacity Fees or Tap Fees which are owed by an Owner or Developer pursuant to this Agreement. Notwithstanding the intent that credits for Development Fees equal to the Approved Project Cost of the Sewer Plant, Potable Water Infrastructure, Public Safety Site contribution, School Site contribution, Boulevard, and Off-Site Road improvements and other similar infrastructure improvements are intended to first be applied to the respective categories of Development Fees, any excess credits generated by these Approved Project Costs may be applied, to the extent allowed by law, to other categories of Development Fees, Capacity Fees or Tap Fees, subject to the following: (i) the Town shall decide the priority in which other categories of Development Fees, Capacity Fees or Tap Fees the excess credits will be applied, (ii) in no event will excess credits be applied to Development Fees for Administrative/Planning or Downtown Redevelopment, and (iii) if all other available categories of Development Fees, Capacity Fees or Tap Fees have been exhausted through payments by each of the Owners or through credits, the Town shall not be required to compensate such Owners in any manner for remaining unused credits. On-Site and Nearsite Road Development Fees will be reimbursed by the Town to the applicable Owner upon collection of such fees by the Town as per 11.2.2.

11.1.13 Development Fees may be utilized for the purposes set forth in this Agreement. The Town may elect to establish funds for the Development Fees in separate accounts or to commingle such funds with each other and with other funds, provided that the Town maintains separate accounting balances by Owner and by Parcel for the funds comprising the balance of each classification of Development Fee. The Town may determine in its sole discretion what funds will be held in interest-bearing or non-interest bearing accounts. Notwithstanding the preceding, funds for On-Site and Nearsite Road improvements shall be held in a segregated interest-bearing account.

11.1.14 Nothing in this Agreement shall be construed to prevent the establishment by the Town or other governmental entity in its sole discretion, solely or in conjunction with each other, of a Tax Increment, FILOT, Multi-County Business Park, or other Special Assessment Tax District or financing vehicle authorized by applicable provisions of the Code of Laws of South Carolina (1976 as amended), so long as such do not operate to increase the ad valorem taxes or assessment against the Property or cost to the affected Owners or Developers, unless the affected Owners or Developers (as applicable) otherwise agree or same is otherwise expressly permitted pursuant to the terms of this Agreement.

11.1.15 On-Site and Nearsite Road Development Fees and Possible Municipal Improvement District Bond Issuances. All Development Fees collected under the category of On-Site and Nearsite Roads, as set forth in **Exhibit F** attached hereto, shall be for the construction of the Boulevard and other On-Site and Nearsite Road improvements described above and more specifically in **Exhibit G** attached hereto, provided however that once such On-Site and Nearsite Road improvements have been completed and the respective Owner(s) or Developer(s) fully reimbursed by the Town for the related expenditure, the Town shall allocate any further collection of such On-Site and Nearsite Road fees to other public infrastructure improvements on the Parcel from which they originated. The Owners and the Town contemplate that development costs for the Sewer Plant, Potable Water Infrastructure, the costs of the Boulevard and other On-Site and Nearsite Road improvements, and possibly other public infrastructure may be financed partially or fully by the Town through creation of a Municipal Improvement District encompassing all or a portion of the Property and the issuance of related Municipal Improvement District Bonds by the Town. Depending on the scope of the property to be served by such infrastructure, such Municipal Improvement District might include properties outside the Property, subject to agreement by the owners of such other properties. Notwithstanding anything contained herein to the contrary, the Town confirms that it will consider in good faith the formation of such a Municipal Improvement District and the issuance by the Town of Municipal Improvement District Bonds, provided: (i) each applicable Owner provides project construction budgets and financial pro forma for repayment of the bonds acceptable to the Town; (ii) the Town is able to issue Municipal Improvement District Bonds which are non-recourse to the Town; (iii) suitable arrangements are made by the applicable Owner(s) with the Town to guarantee completion of such infrastructure; and (iv) the parties can comply with all procurement requirements and other legal requirements that are determined to be applicable to the use of bond proceeds. With respect to item (iv), the Town will cooperate in developing procurement procedures that are streamlined and efficient to the extent permitted by law. The Owners acknowledge that until sufficient details are provided to the Town to allow the Town to adequately analyze the appropriateness of using MID financing bonds to fund particular portions or components of infrastructure improvements, the Town is not in a position to approve such use of MID financing bonds, and nothing in this Agreement shall be deemed or construed as pre-approval by the Town of use of MID financing bonds.

11.1.16 Approved Project Cost. With respect to each infrastructure project or other property that one or more Developers and the Town agree will be conveyed to the Town, with credit against Development Fees for the cost thereof, such credit shall be in the amount of the "Approved Project Cost." At such time an Owner intends to move forward with construction of any such individual infrastructure, or with its pro-rata portion of shared public infrastructure based on reasonable load calculations and impacts performed by the Town and/or its consultants, or with more than its pro-rata portion of shared public infrastructure at the Owner's discretion, the Owner must provide to the Town a detailed budget of soft and hard costs to be incurred in the construction of such infrastructure. Such budget, as well as the plans and specifications for the proposed infrastructure, shall be subject to the approval of the Town, not to be unreasonably withheld. The "Approved Project Cost" for such infrastructure shall consist of the lesser of the budget amount approved by the Town or the actual cost incurred by the Owner or Developer for hard and



soft construction costs in designing and constructing such infrastructure project. In addition, if such an Owner is conveying a portion of a Parcel, with or without improvements, to the Town, such as a school site, park site or fire station site, the Fair Market Value of Contributed Land shall also be included in the Approved Project Cost. The parties acknowledge and agree that the Approved Project Cost shall not include the value of land over which only rights of way or easements are being conveyed, including without limitation land over which sewer lines, water lines, irrigation lines or other utility lines are constructed and contributed to the Town.

11.1.17 Fair Market Value of Contributed Land. With respect to any infrastructure which is to be contributed to the Town, and for which the "Approved Project Cost" will include contributed land, the parties will endeavor in good faith to agree on the "Fair Market Value of Contributed Land." If an Owner and the Town cannot agree on the fair market value of such land, such value shall be established by the following appraisal process: The Town and the Owner shall each select an independent expert appraiser to determine the value of the land. All appraisers appointed shall be M.A.I. appraisers and shall have not less than ten years experience appraising substantial business/commercial property. If one appraiser is selected by both the Town and the Owner, the value of the land shall be the value determined by such appraiser. If two appraisers have been selected, those two appraisers shall select a third appraiser, and the value shall be the average of the values determined by the appraisers. The fees of the appraisers shall be paid by the Owner.

11.1.18 The Owners of Parcels A, B, and C, but not the Owner of Parcel D, have agreed under separate written terms to pay all of the costs and expenses of the Town consultants and professionals incurred in negotiating, processing and evaluating this Agreement and the accompanying Zoning Regulations. Town will provide sufficient documentation of these charges. The Owners of Parcels A, B, and C shall pay such fees within thirty (30) days of the delivery of the invoice(s). Owner has deposited Twenty-Five Thousand Dollars (\$25,000) prior to the execution of this Agreement. Any costs and expenses not earned by the Town's consultants and professionals in negotiating, processing and evaluating this Agreement and the accompanying Zoning Regulations shall be refunded to Owners of Parcels A, B and C. Such deposit shall not be applied to expenses as incurred, which shall be paid by the Owners. In the event Owners of Parcels A, B and C fail to timely pay any such bills, the Town may instruct the consultants to cease work, and may apply the deposit to unpaid bills, with the Owners of Parcels A, B and C to remain liable for any balance outstanding.

## 11.2 Roadway Funds.

11.2.1 Off-Site Roadway Fund. All Development Fees for Off-Site Roads shall be held by the Town in an Off-Site Roadway Fund and shall be utilized, unless otherwise agreed by the Town, for public roadway improvements as determined by the Town in its discretion. Such public roadway improvements may include improvements along Old Charleston Road and the reconfiguration of I-95 exit 18. In addition to Development Fees for Off-Site Roads, funding for Off-Site right-of-way acquisition and road improvement construction may include the funds from other governmental agencies and other funding mechanisms the Town may obtain, including a Municipal Improvement

District and Tax Increment Financing, subject to approval by the Town.

11.2.2 On-Site / Nearsite Roadway Fund and Reimbursement to Owner. All Development Fees which are collected for On-Site and Nearsite Road improvements to be constructed on or near the Property (as more specifically described in **Exhibit G**) shall be held by the Town in an interest-bearing account segregated by the Parcel(s) receiving the On-Site and Nearsite Road improvements and by Owner(s) or Developer(s) making such improvements ("On-Site / Nearsite Roadway Fund"). Unless otherwise agreed by the Town and the Owner(s), all such monies and accrued interest shall be utilized for constructing the Boulevard and other On-Site or Nearsite Road improvements described in **Exhibit G** and to reimburse the respective Owner(s) for such road improvements provided that a Municipal Improvement District or Special Assessment Tax District as set forth above is not utilized. Within thirty (30) days after Owner(s)' substantial completion of each pre-approved phase, the Town shall pay such reimbursement, with actual interest earned allocated pro rata, to Owner(s) who have made the Boulevard and other On-Site or Nearsite Road improvements proportionately based on the Approved Project Cost out of the first funds in the On-Site / Nearsite Roadway Fund (d) on a pro rata basis to the extent such funds are collected and as may be thereafter available. Any deficiency in the On-Site / Nearsite Roadway Fund which prevents reimbursement by the Town to the Owner(s) who have made the Boulevard and other On-Site and Nearsite Road improvements shall result in a credit being applied first to On-Site and Nearsite Road Development fees, and then to Off-Site Road Development fees, as such may apply to the remaining portion of the Owner(s)' Parcel(s). As additional funds become available in the On-Site / Nearsite Roadway Fund to correct such deficiency, the Town shall reimburse such funds due to the Owner(s) without interest on a pro rata basis and reverse any interim credit previously provided. Once the Boulevard and all other On-Site and Nearsite Road improvements herein described are completed, the Town shall allocate any additional On-Site / Nearsite Road fees thereafter collected to other public infrastructure improvements on the Parcel from which they originated.

11.3 Police and Fire Fund. All Development Fees for Police and Fire shall be placed in the Police and Fire Fund owned and controlled by the Town and such funds may be allocated by the Town for police/fire services for construction and equipping of police and fire services, as the Town determines at its discretion. Owner consents that any Development Fees collected for Police and Fire purposes may be available for land acquisition, construction and equipment costs, debt service and other expenses as the Town may elect.

11.4 Parks Fund. All Development Fees for Parks shall be placed in the Parks Fund owned and controlled by the Town and may be utilized for off-site public park site acquisition or improvements at the discretion of the Town. The Town will reasonably and in good faith consider a proposal by any of the Owners to dedicate land and/or improve land for one or more public parks, and will consider providing a credit against the Park Fee portion of future Development Fees with respect to any such donation, but any such donation and credit shall be subject to agreement of the parties in the future, and neither party shall be obligated to agree to any such donation. Unless otherwise agreed, Development Fees for Parks shall not be used for private neighborhood or private local parks.

11.5 Schools Fund. All Development Fees for schools shall be placed in the School Fund to be utilized for the acquisition of school site(s) in the vicinity of the Town, capital improvements for schools, or the providing of school services in the vicinity of the Town, as determined in the Town's discretion. The Town may in its discretion release any or all of such funds to the school district. The Owner of Parcel A shall convey to the Town, not less than two (2) years before the development of the Property is projected to exceed 1,000 residential units, an on-site school site on Upland acreage (the "School Site"), the size, location and dimensions of which shall be approved by the Owner of Parcel A and the Town at Master Plan approval.

11.6 Libraries Fund. All Development Fees for libraries shall be placed in the Library Fund to be utilized for library expenditures in the vicinity of the Town as determined by the Town in its discretion.

11.7 Administration/Planning Fund. All Development Fees for Administration/Planning shall be placed in the Administration/Planning Fund to be utilized for administration and planning expenses of the Town as determined by the Town in its discretion.

11.8 Downtown Redevelopment Fund. All Development Fees for Downtown Redevelopment shall be placed in the Downtown Redevelopment Fund to be utilized for redevelopment of the downtown area of the Town as determined by the Town in its discretion.

11.9 Sanitary Sewer and Water Fees. All fees for sanitary water and sewer shall be collected by the Town and expended as permitted in the Water and Sewer Ordinance.

11.10 No other Public Facilities Required. Except with respect to the dedications and/or conveyances of the properties referred to in this Agreement, and except for dedication of utility facilities and roads to the extent provided herein, no other dedications or conveyances of lands for public facilities shall be required in connection with the development of the Property.

11.11 Town's Accounts. All of the various Funds described above shall be held in such accounts as the Town may designate, own and control. Nothing herein shall be deemed to require that such accounts be segregated, and the Funds may be deposited and held with each other and with other funds in the same account, provided that the Town's accounting system shall maintain all such funds as separate line-items by Owner and by Parcel on its statement of assets.

## **12. PERMITTING PROCEDURES.**

12.1 The Town agrees to allow each Owner and Developer the ability to permit and construct model homes without utilities (i.e., "dry models") and to relocate the models as necessary within each subdivision.

12.2 The Town agrees that the Owners and/or any Developers are not required to phase development but shall have the right to do so.

12.3 The Town agrees to review all land use changes, land development applications, and plats in a reasonable manner in accordance with the Town Regulations as

modified by the Zoning Regulations for this Property. Developers may submit these items for concurrent review with the County and other governmental authorities. The Town may give final approval to any submission, but will not grant authorization to record plats or begin development construction activities until all permitting agencies have completed their reviews.

12.4 Signage for the Property is governed by the provisions of the Zoning Regulations for this Property.

12.5 The parties acknowledge that architectural guidelines are to be adopted as provided in the Zoning Regulations. Such guidelines must be reviewed and approved by the Town.

12.6 Tree preservation shall be in accordance with the provisions of the Genesis Landing Tract PDD Ordinance.

12.7 The Town agrees to allow plat recording with a letter of credit (or a surety bond if approved by the Town) prior to completion of infrastructure development and to issue building permits and permit sale of lots prior to completion of such bonded infrastructure in accordance with Zoning Regulations.

12.8 All plan review fees shall be consistent with the fees charged generally in the Town for projects of similar size and complexity.

12.9 Any cultural and/or historical structures and/or sites on the Property will be addressed through applicable federal and state regulations and the Zoning Regulations at the time of development.

**13. DEVELOPER ENTITLEMENTS.** The Town acknowledges that Developer is vested with the following items:

13.1 The zoning and densities for the Property set forth herein and in the Zoning Regulations, as modified, if applicable, by the Genesis Landing Tract PDD Ordinance.

13.2 Owners acknowledge that the Town has entered into franchise agreements with EMBARQ, successor to Sprint, and with Hargray with respect to telecommunications services within the Town. Each of the Owners and Developers shall coordinate directly with one of such franchisees or other telecommunications providers which in the future have a valid license/franchise agreement with the Town on the installation of such facilities. An Owner may also negotiate with another service provider if not prohibited from doing so by the Town's franchise agreements.

13.3 Unless precluded by an Owner as to such Owner's Parcel, on-site burning will be permitted within the Property upon obtaining applicable permits.

13.4 Town services, including, but not limited to, police, fire, sanitation, recreational parks and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other properties within the Town, subject to the limitations (if any) of Section 10 above.

13.5 The Town shall provide sanitation, trash collection services and recycling services to the Property on the same basis as is provided to other similarly situated residents and businesses in the Town. Owners acknowledge that the Town may from time to time grant one or more franchises to service providers in connection with such services. Owners also acknowledge that fees for such services may be charged by the Town to Property Owners on the same basis as charged to other Property Owners within the Town. If an Owner elects to construct a trash transfer station/recycling center (the "Transfer Station") on its Parcel, and if the then existing franchise agreements between the Town and its service providers do not prohibit the same, then such Owner shall have the right to operate the Transfer Station as a private business, without credit against Development Fees, Capacity Fees or Tap Fees.

13.6 The Town agrees that, with respect to any planned development district hereafter established within the boundaries of the Town or otherwise regulated by the Town having a cumulative area of 100 acres or more, excluding wetlands and wetland buffer areas (a "Comparable PDD"), except to the extent such Comparable PDD has mitigating factors as discussed below, the owner of such Comparable PDD will be required by the Town to pay development fees not less than the Development Fees set forth in **Exhibit F** and Capacity Fees and Tap Fees in accordance with the Water and Sewer Ordinance (except as may be reduced for Affordable Housing pursuant to the South Carolina Development Impact Fee Act, or FILOT or Multi-County Business Park). Mitigating factors are those factors which indicate that the burden on infrastructure and services anticipated to be caused by development of such Comparable PDD will be less in a material respect (using a reasonable basis for comparison such as per capita burden for residential uses, relative customer and employee burden for commercial uses and relative employee and utility and environmental burden for industrial uses) than the burden anticipated from the development of the Genesis Landing Tract, including without limitation any anticipated lesser burden on off-site roads, utility services or police, fire or school services.

**14. COMPLIANCE REVIEWS.** Each Owner and all Developer shall meet with the Town, or its designee, at least once, per year, during the Term to review Development completed in the prior year and the Development anticipated to be commenced or completed in the ensuing year. Each Owner and Developers shall provide such information as may reasonably be requested by the Town, to include without limitation acreage of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. The respective Owner and/or Developer shall be required to compile this information within a reasonable time after written request by the Town.

**15. DEFAULTS.** The failure of an Owner, Developer or the Town to comply with the terms of this Agreement not cured within thirty (30) days after written notice from the non-defaulting party to the defaulting party (as such time period may be extended with regard to non-monetary breaches or a reasonable period of time based on the circumstances, provided such defaulting party commences to cure such breach within such thirty (30) day period and is proceeding diligently and expeditiously to complete such cure) shall constitute a default, entitling the non-defaulting party to pursue such remedies as deemed appropriate, including specific

performance against the defaulting party; provided however no termination of this Agreement may be declared by the Town against the defaulting party absent its according the defaulting Owner(s) and any relevant Developers the notice, hearing and opportunity to cure in accordance with the Act; and provided any such termination shall be limited to the Owner and/or Developer in default and the portion of the Property in default, and provided further that nothing herein shall be deemed or construed to preclude the Town or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Agreement; provided further that the remedies of Owners and any Developers against the Town shall be limited to injunctive relief requiring specific performance of the Town's obligations hereunder, and the Town shall not be liable to any Owner or Developer for damages of any nature, including direct damages, consequential, punitive damages or any other form of damages. A default of any Owner shall not constitute a default by the other Owners or any Developers. A default by any Developer shall not constitute a default by the Owners or other Developers. The parties acknowledge that individual residents and owners of completed buildings within the Property shall not be obligated for the obligations of the Owners or Developers set forth in this Agreement. The separate Owners, as identified herein, are responsible as to their separate Parcels, as identified herein and in the Genesis Landing Tract PDD Ordinance, and one Owner shall not be responsible for any obligations or default by another Owner.

## **16. MODIFICATION OF AGREEMENT.**

16.1 This Agreement may be modified or amended only by the written agreement of the Town and the affected Owners; such written agreement may be by resolution or ordinance at the Town's sole discretion. No statement, action or agreement hereafter made 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 such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

16.2 This Agreement may be modified or amended as to a portion of the Property only by the written agreement of the Town and the Owner of said portion of the Property. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

16.3 If an amendment affects less than all the persons and entities comprising the Property Owners, then only the Town and those affected persons or entities need to sign such written amendment. Because this Agreement constitutes the plan for a Planned Development District under the zoning ordinance, minor modifications to a site plan or to development provisions may be made without a public hearing or amendment to applicable ordinances. Any requirement of this Agreement requiring consent or approval of one of the parties shall not require amendment of this Agreement unless the text expressly requires amendment, and such approval or consent shall be in writing and signed by the affected parties. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

16.4 The PDD Concept Plan is not intended to define rigid, exact site plans for future development. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set forth herein and the general concept of environmentally sensitive residential, commercial and mixed-use development is followed and respected.

16.5 Modification to Include Contiguous Land. The Town agrees that if Owner acquires land contiguous to the Property, up to a maximum of 2,000 acres, the Town will agree to modify this Agreement and the Genesis Landing Tract PDD to include such additional land, provided that land use and densities shall be consistent with that permitted in this Agreement, and subject to compliance with the legal requirements for modification of this Agreement.

**17. NOTICES.** Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by (i) personal delivery or by independent courier service evidenced by written receipt, (ii) by facsimile evidenced by return facsimile acknowledgement receipt, or by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, return receipt requested addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications shall be addressed:

To the Town at:                      Town Manager  
    Town of Ridgeland  
    Town Hall or PO Box  
    Ridgeland, SC 29936

With a copy to:                      John B. McArthur  
    Haynsworth Sinkler Boyd, P.A.  
    P.O. Box 11889  
    Columbia, SC 29211-1889

And to the Owners at:              **SEE ATTACHED EXHIBIT H**

With a copy to:                      Law Offices of Lewis J. Hammet, PA  
    Post Office Box 2960  
    32 Calhoun Street  
    Bluffton, SC 29910

**18. ENFORCEMENT.** Any party hereto shall have the right to enforce the terms, provisions and conditions of this Agreement (if not cured within the applicable cure period) by any remedies available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with said enforcement, subject to the limitations or remedies against Owner set forth in Section 15.

## 19. GENERAL.

19.1 Subsequent Laws. In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by each of the Owners and Developer(s) and the Town shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the Town may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, each of the Owners, Developers and the Town each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

19.2 Estoppel Certificate. The Town, each of the Owners or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

19.2.1 that this Agreement is in full force and effect,

19.2.2 that this Agreement has not been amended or modified, or if so amended, identifying the amendments,

19.2.3 whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and

19.2.4 whether, to the knowledge of such 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.

19.3 Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings among the Town and the Owners relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

19.4 No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Town, the Owners or any Developer or to render such party liable in any manner for the debts or obligations of another party.



19.5 Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

19.6 Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

19.7 Assignment. No sale, transfer or assignment of all or a portion of the Property, or creation of a joint venture or partnership, shall require the amendment of this Agreement. Each Owner shall have the right to sell, transfer, ground lease, or assign its Development Rights associated with its Parcel in whole or in part to any subsidiary, sister company, joint venture entity, or subsequent land owners and Developers (an "Assignee") upon written notice to the Town in accordance with the notification provisions hereof; provided, however, that the sale, transfer, or assignment of any right or interest under this Agreement shall be made only together with the sale, transfer, ground lease, or assignment of all or a portion of the respective Owner's Parcel subdivided in accordance with the Zoning Regulations. Concurrently with such sale, transfer, ground lease, or assignment, the Owner shall (i) notify Town in writing of such sale, transfer, or ground lease, and (ii) Owner and Assignee shall provide a written assignment and assumption agreement to the Town pursuant to which the Assignee shall assume and succeed to the rights, duties, and obligations of Owner with respect to all or a portion of the Parcel so purchased, acquired, or leased. Each Owner shall continue to be obligated under this Agreement only with respect to the portions of its Parcel that it retains; provided, however, that an assigning Owner shall remain liable for existing defaults under this Agreement by such Owner as of the date such Owner transfers a Parcel.

19.8 Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.

19.9 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.

19.10 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

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

19.12 No Third Party Beneficiaries. The provisions of this Agreement may be enforced only by the Town, each of the Owners and Developers and their successors and assigns. No other persons shall have any rights hereunder.

19.13 Payment of Processing Fees. The Owners of Parcels A, B and C agree to remain responsible for the payment of the processing fees incurred by the Town in reviewing and approving the Planned Development District application and Development Agreement as set forth herein.

## 20. STATEMENT OF REQUIRED PROVISIONS.

20.1 Specific Statements. The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60 (A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60 (A) for the required items:

20.1.1 Legal Description of Property and Legal and Equitable Owners. The legal descriptions of the Parcels are set forth in **Exhibit B** attached hereto. The equitable Owner of Parcel A is Plum Creek Land Company, Inc. The legal Owner of the Parcel A is Plum Creek Timberlands, LP. The Legal Owner of Parcel B is Harold S. Pittman and Helen Dills-Pittman. The legal owner of Parcel C is Glover Real Estate, LLC. The Legal Owner of Parcel D is Bradford L. Childers and Ramona W. Childers.

20.1.2 Duration of Agreement. The duration of this Agreement shall be as provided in Article III.

20.1.3 Permitted Uses, Densities, Building Heights and Intensities. A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development – related standards, are contained in the Zoning Regulations, as supplemented by this Agreement. Based on prior experience with the type of Development contemplated by the Zoning Regulations, it is estimated that the average size household of the Property will be 2.5 persons.

20.1.4 Required Public Facilities. The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Zoning Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.

20.1.5 Dedication of Land and Provisions to Protect Environmentally Sensitive Areas. All requirements relating to land transfers for public facilities are set forth in Article X above. The Zoning Regulations described above, and incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the provisions set forth in this Agreement.

20.1.6 Local Development Permits. The Development standards for the Property shall be as set forth in the Zoning Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Zoning Regulations. Building permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.

20.1.7 Comprehensive Plan and Development Agreement. The Development permitted and proposed under the Zoning Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the Town, which include a Planned Development District for the Property.

20.1.8 Terms for Public Health, Safety and Welfare. The Ridgeland Mayor and Town Council find that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations and existing laws.

20.1.9 Historical Structures. Any cultural, historical structure or sites will be addressed through applicable federal and state regulations the permitting process at the time of development, as required by applicable state regulations.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

**SIGNATURES BEGIN ON FOLLOWING PAGE**

**SIGNATURES BEGIN ON FOLLOWING PAGE**

WITNESSES:

*Carol M. [Signature]*  
*Jim [Signature]*

PLUM CREEK LAND COMPANY <sup>KSS 2-26-08</sup>

By: *Harry D. Neilson*  
Its: SVP

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 29<sup>th</sup> day of February, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Harry D. Neilson, known to me to be the Senior VP of Plum Creek Land Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



*Paul A. Hill II*  
Signature

Paul A. Hill II  
Print Name

NOTARY PUBLIC in and for the State of Washington, residing at Seattle.  
My commission expires 10/29/2010

WITNESSES:

PLUM CREEK TIMBERLANDS, LP

By: PLUM CREEK TIMBER I LLC *KS 2-26-08*

Its: General Partner

By: David W Lambert

Its: Senior VP and CFO

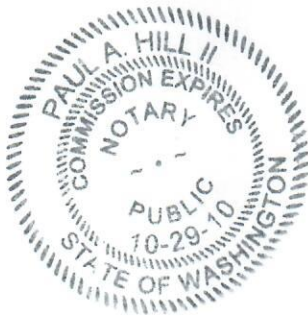
*Chris M. Rudy*  
*Jan Sessness*

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 29<sup>th</sup> day of February, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared David W. Lambert, known to me to be the Senior VP and CFO of Plum Creek Timber I LLC, the general partner of Plum Creek Timberlands, LP, the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



*Paul A. Hill II*  
Signature

Paul A. Hill II  
Print Name

NOTARY PUBLIC in and for the State of Washington, residing at Seattle.  
My commission expires 10/29/2010

WITNESSES:

HAROLD S. PITTMAN AND HELEN DILLS-PITTMAN

J. Majors

Harold S. Pittman  
Harold S. Pittman

J. Majors  
Tom [unclear]

Helen Dills-Pittman  
Helen Dills-Pittman

STATE OF SOUTH CAROLINA )

)

ACKNOWLEDGMENT

COUNTY OF JASPER )

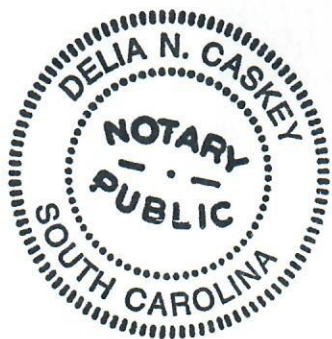
)

I HEREBY CERTIFY, that on this 3 day of March, 2008, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared HAROLD S. PITTMAN AND HELEN DILLS-PITTMAN, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Delia N. Caskey  
Notary Public for South Carolina

My Commission Expires: March 14, 2017



WITNESSES:

Debra Taylor  
James M. Adams

GLOVER REAL ESTATE, LLC

By: [Signature]

Its: Member

STATE OF SOUTH CAROLINA )

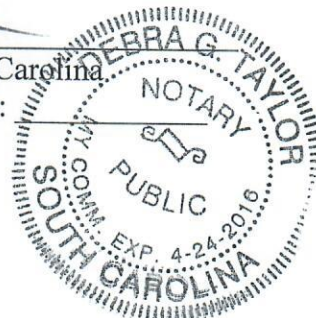
) ACKNOWLEDGMENT

COUNTY OF JASPER )

I HEREBY CERTIFY, that on this 26 day of February, 2008, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared the duly authorized official of **GLOVER REAL ESTATE, LLC**, by Robert B. Glover, its Member, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Debra Taylor  
Notary Public for South Carolina  
My Commission Expires:





WITNESSES:

**BRADFORD L. CHILDERS AND RAMONA  
W. CHILDERS**

Mina Catanzaro

Bradford L. Childers  
Bradford L. Childers

[Signature]

Ramona W. Childers  
Ramona W. Childers

STATE OF SOUTH CAROLINA )

) ACKNOWLEDGMENT

COUNTY OF JASPER )

I HEREBY CERTIFY, that on this 3<sup>rd</sup> day of March, 2008, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared BRADFORD L. CHILDERS AND RAMONA W. CHILDERS, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.



[Signature]  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

Sarah F. Robertson  
My Commission Expires June 15, 2009

WITNESSES:

Penelope B. Daley  
[Signature]

Town of Ridgeland, South Carolina

By: [Signature]

Its: Town Administrator

STATE OF SOUTH CAROLINA. )

) ACKNOWLEDGMENT

COUNTY OF JASPER. )

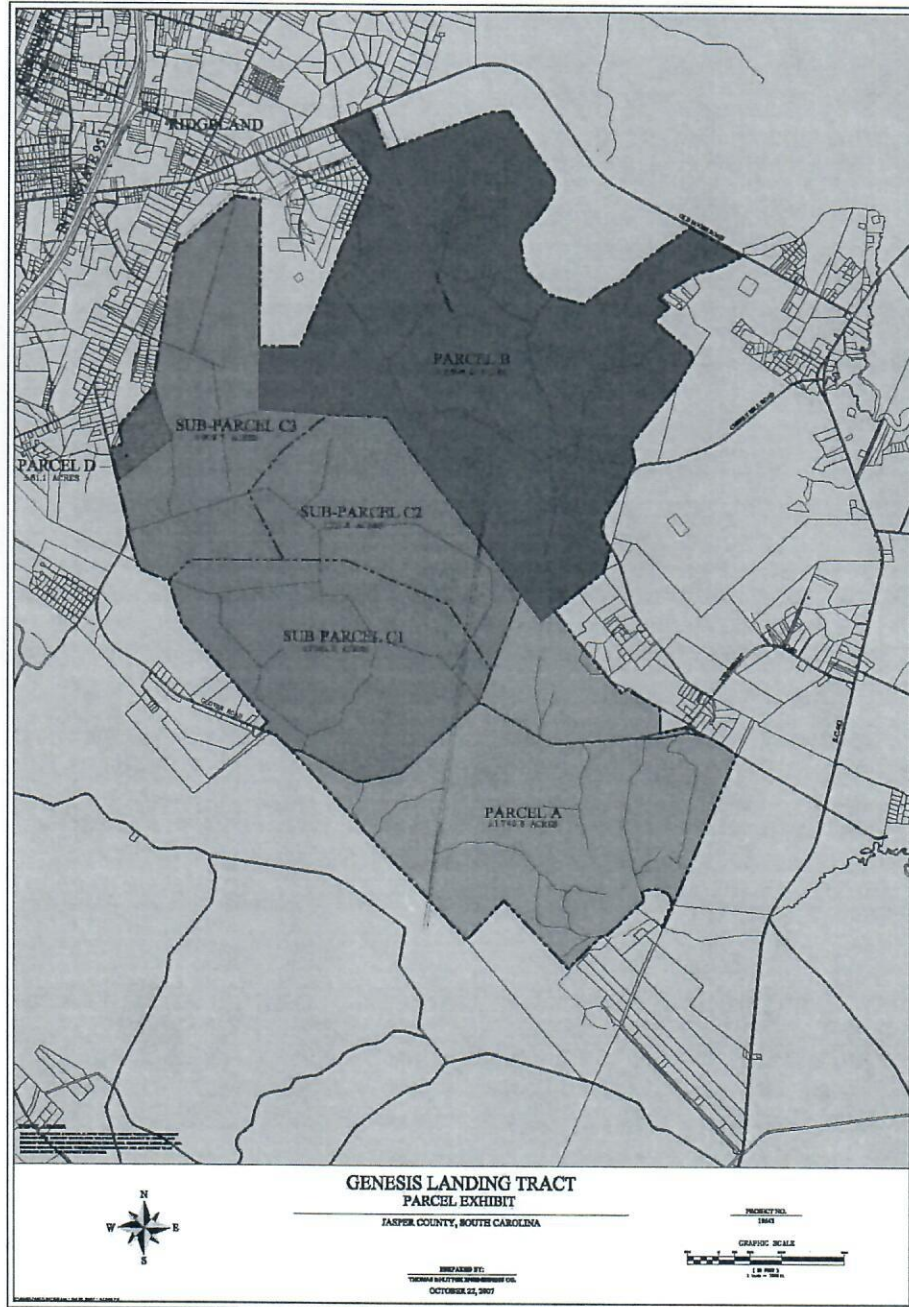
I HEREBY CERTIFY that on this 4 day of March, 2008, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared the duly authorized official of the Town of Ridgeland, South Carolina, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officials of the City, South Carolina, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Penelope B. Daley  
Notary Public for South Carolina  
My Commission Expires: 8-04-2008

# EXHIBIT A

## Parcel Exhibit



## EXHIBIT B

### LEGAL DESCRIPTIONS

#### PARCEL A:

All that certain tract or parcel of land situate, lying and being in Jasper County, South Carolina, containing 2,373 acres, more or less, and being the same property conveyed as follows: (1) from Seaboard Coast Line Railroad Company to Holly Hill Lumber Company by deed dated June 19, 1979 and recorded on August 6, 1979 in the Office of the Clerk of Court for Jasper County, South Carolina, in Deed Book 80 at page 1742; (2) from Ruth Pruyne Field to Holly Hill Lumber Company by deed dated August 21, 1974 and recorded on September 3, 1974 in the aforesaid office in Deed Book 72 at page 467 and also shown in Plat Book 13 page 146.

LESS AND EXCEPT from the above-described parcel the following:

1. 7.87 acres conveyed from Georgia-Pacific Corporation to Gary Breland and Sandra Breland by deed book 89 page 1021 dated January 13, 1986.
2. 57.94 acres conveyed from Georgia-Pacific Corporation to Marion McMillan by deed book 91 page 2333 dated August 26, 1987 and shown in plat book 18 page 94.
3. 380 acres conveyed from Georgia-Pacific Corporation to Donnie B. Malphrus and W. Ralph Woodie by deed book 93 page 1776 dated October 12, 1988 and shown in plat book 18 page 270.
4. 39.619 acres conveyed from Georgia-Pacific Corporation to Waste Management of South Carolina, Inc. by deed book 95 page 2183 dated April 10, 1990 and shown in plat book 18 page 486.
5. 125.524 acres conveyed from Georgia-Pacific Corporation to Waste Management of South Carolina, Inc. by deed book 96 page 280 dated May 31, 1990 and shown in plat book 18 page 486.
6. 16.957 acres conveyed from Plum Creek Timberlands, L.P. to Roy Walker by deed book 261 page 17 dated August 16, 2002 and shown in plat book 26 page 82.
7. 4.85 acres conveyed from Plum Creek Timberlands, L.P. to Barry T. Semken by deed book 302 page 21 dated August 12, 2004 and shown in plat book 27 page 343.

Being a portion of the property conveyed from Plum Creek Timber Company, Inc. to Plum Creek Timberlands, L.P. by deed dated October 6, 2001 (being identified therein as Tract 4) and recorded in the aforesaid office in Deed Book 245 at page 29.

TMS # 082-00-01-001

**Parcel B:**

All that certain piece, parcel or tract of land lying and being in Jasper County, State of South Carolina, containing +/- 2619.8 acres as described in Jasper County Deed Book 213 page 52 as shown in Plat Book 13 page 353 and also shown as parcel "A" in Plat Book 12 page 367.;

LESS AND EXCEPT the following:

1. 10 acres to Bartoldus as shown in Plat Book 20 page 278 and Deed Book 130 page 107.
2. 6.25 acres to Bartoldus as shown in Plat Book 23 page 60 and Deed Book 182 page 316.  
This portion already excepted in Deed Book 213 page 52.

Being a portion of the same property conveyed by Weldon E. Wall to Harold S. Pittman as shown in Deed Book 70 page 351, and Deed Book 75 page 220.

The property description was prepared by TGS Land Surveying on August 23, 2007 and is based on Deeds and Plats as referenced above.

TMS # 063-00-07-005

**PARCEL C:**

All that certain piece, parcel or tract of land lying and being in Jasper County, state of South Carolina, containing +/- 2860.64 acres as described in Jasper County Deed Book 274 page 23 and shown in Plat Book 26 page 323;

LESS AND EXCEPT from the above-described parcel the following:

1. 33.34 acres Graham Hall Subdivision as shown in Plat Book 28 page 114.
2. 26.17 acres Graham Hall Subdivision as shown in Plat Book 28 page 115.
3. 33.64 acres "Future Use Area" to D. Wall as shown in Plat Book 28 page 375 and Deed Book 418 page 62.
4. 60.89 acres to Childers as shown in Plat Book 28 page 44 and Deed Book 316 page 59.

Being a portion of the same property conveyed by Mead Westvaco Forestry, LLC, a Delaware Limited Liability Company, to Glover Real Estate, LLC, by Deed Book 274 page 23.

This property description was prepared by TGS Land Surveying on August 23, 2007 and is based on Deeds and Plats as referenced above.

TMS # 064-00-09-006

**PARCEL D:**

All that certain piece, parcel or tract of land lying and being in Jasper County, state of South Carolina, and containing +/- 60.89 acres as described in Jasper County Deed Book 316 page 59 and Plat Book 28 page 44;

Being the same property conveyed to Bradford L. Childers and Ramona W. Childers by Deed from Glover Real Estate, LLC, dated March 28, 2005, and recorded in Deed Book 316 at Page 59, Jasper County Records, on April 4, 2005.

This property description was prepared by TGS Land Surveying on October 31, 2007 and is based on Deeds and Plats as referenced above.

TMS # 064-00-09-012

**EXHIBIT C**

Genesis Landing Tract PDD Ordinance

GENESIS LANDING TRACT  
PLANNED DEVELOPMENT DISTRICT  
and  
CONCEPT PLAN

Town of Ridgeland  
Jasper County, South Carolina

Prepared For:

Live Oak Property Group, LLC

Submitted to:

The Town of Ridgeland



## **TABLE OF CONTENTS**

### **SECTION I – INTRODUCTION AND NARRATIVE**

- A. The Property
- B. Planned Development District and Development Agreement Process
- C. Concept Plan
- D. Environmental Protection
- E. Cultural and Historical Resources
- F. Water and Sewer Service
- G. Utility Service
- H. Roadways and Traffic
- I. Tree Preservation and Replacement
- J. Parking
- K. Stormwater Management

### **SECTION II - LAND USE DESIGNATION AND DEFINITIONS**

- A. Introduction and Narrative
- B. Allowed Land Uses
- C. Allowed Density and Transfer of Density between Planning Areas
- D. Definitions of Land Use Terms and Density Terms

### **SECTION III – 2005 RIDGELAND ZONING ORDINANCE AND LAND USE REGULATIONS (“TRZO”) - CHANGES AND EXEMPTIONS**

### **SECTION IV – TOWN OF RIDGELAND SUBDIVISION REGULATIONS - CHANGES AND EXEMPTIONS**

- Exhibit A – Genesis Landing Tract Vicinity Map
- Exhibit B – Genesis Landing Tract Parcel Map
- Exhibit C – Genesis Landing Tract Concept Plan
- Exhibit D – Genesis Landing Tract Boundary Plats and Legal Descriptions
- Exhibit E – Town of Ridgeland Intent to Serve Letter
- Exhibit F – SCE&G Intent to Serve Letter
- Exhibit G – EMBARQ, Inc. Intent to Serve Letter
- Exhibit H – 2005 Town of Ridgeland Zoning Ordinance and Land Use Regulations (“TRZO”) and Subdivision Regulations
- Exhibit I – Landscape Standards
- Exhibit J – Master Sign Program

**Genesis Landing Tract**

**PLANNED DEVELOPMENT DISTRICT  
AND  
CONCEPT PLAN**

**SECTION I:**

**INTRODUCTION AND NARRATIVE**

The Genesis Landing Tract Planned Development District (PDD) is located south of S.C. 336 (Old House Road), east of Old Charleston Road and Glover Road, west of Cherry Hill Road and S.C. 462, and is bisected on the south by Glover Road. The Genesis Landing Tract boundary includes properties generally shown on Exhibit B, including: Parcel A (with equitable owner Plum Creek Land Company and legal owner Plum Creek Timberlands, LP); Parcel B (with legal owners Harold S. Pittman and Helen Dills-Pittman); Parcel C (with legal owner Glover Real Estate, LLC); and Parcel D (with legal owners Bradford L. Childers and Ramona W. Childers).

Plum Creek Land Company as equitable owner of Parcel A, and the legal owners of Parcels B, C and D ("Applicant(s)") are pursuing approval of a PDD and Development Agreement through the Town of Ridgeland, with Plum Creek Timberlands, LP as legal owner of Parcel A consenting to such application. Plum Creek Land Company as equitable owner of Parcel A, and the legal owners of Parcels C and D ("Applicant(s)") are pursuing an annexation petition through the Town of Ridgeland, with Plum Creek Timberlands, LP as legal owner of Parcel A consenting to such application. Parcel B has been previously annexed into the Town of Ridgeland.

**A. THE PROPERTY**

1. The Genesis Landing Tract is located in Jasper County and is bounded by South Carolina 336 (Old House Road), Good Hope Plantation, and several other individually owned parcels to the north; by Old Charleston Road, Glover Road several individually owned parcels to the west; by Cherry Hill Road and several individually owned parcels to the east; and by Okeetee Club and several other individually owned parcels to the south. Refer to Exhibit A for a Genesis Landing Tract Vicinity Map.

2. The Genesis Landing Tract PDD consists of approximately 7,107 acres including approximately 4,537 acres of uplands and approximately 2,570 acres of freshwater wetlands, as shown on Exhibit C, over the four participating parcels shown on Exhibit B. The Property does not have critical area or frontage on salt marsh nor creeks. The Concept Plan presented in Exhibit C depicts the approximate location of freshwater wetlands on the Property as per field assessments and verifications of the national wetlands inventory. Wetlands delineation and

verification by the U.S. Army Corps of Engineers shall occur prior to submission of a Development Plan for any portion of the Property.

Exhibit D depicts the Genesis Landing Tract parcel boundaries. The land surrounding the Genesis Landing Tract is a mix of both existing and developing residential and light industrial uses, as well as silviculture uses and open spaces.

## **B. PLANNED DEVELOPMENT DISTRICT AND DEVELOPMENT AGREEMENT PROCESS**

1. The Planned Development District (PDD) Ordinance was adopted by the Town of Ridgeland to permit and encourage the effective, efficient, and economical development of large tracts of land that are in the best interests of the long range development plans of the Town. The PDD application will be accompanied by a Development Agreement the intent of which is to protect the rights and entitlements specified in the PDD for the Property from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the PDD or in any way hinder, restrict, or prevent the development of the project. The Development Agreement will provide reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State. The Development Agreement is being made and entered between Owners and the Town, under the terms of the South Carolina Local Government Development Agreement Act, for the purpose of providing assurances to the Owners that they may proceed without encountering future changes in law, except as allowed for in the Development Agreement, which would materially affect the ability to develop under the plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the Town of Ridgeland and Jasper County.

2. It is the intention of the Owners (in concert with other Developers or interested parties) to engage in joint planning and financing of shared public infrastructure for the mutual benefit of the Town of Ridgeland and the Owners. The aforementioned are details to be included in the Concept Plan, Development Agreement or other significant document as mutually agreed to by the Town of Ridgeland and the Owners.

## **C. CONCEPT PLAN**

1. It is anticipated that the Genesis Landing Tract Property will be developed over a period of 30 years or more, in accordance with the Concept Plan as set forth in this document and as the same may be supplemented by subsequent master and development plans submitted pursuant to the provisions of this PDD. The Concept Plan sets forth the general scope of the development including density of development, phasing, development standards, open space and other issues. In addition to the Concept Plan, development of the Property is controlled by other

#### **D. ENVIRONMENTAL PROTECTION**

1. Environmental protection is a priority for the Owners. As part of the development process, Genesis Landing Tract development will meet or exceed the stormwater management requirements of Ridgeland, except as modified by the provisions of this PDD, and the requirements of South Carolina Department of Health's Office of Ocean and Coastal Resource Management (OCRM) as applicable at the time of development permit submittal.

2. The Owners will prepare stormwater management plans for each master planned community as it is developed in accordance with a stormwater drainage master plan to be prepared by a professional engineering firm licensed by the State of South Carolina prior to the development of any parcel. The stormwater drainage master plan will address the hydrological characteristics of the entire site, as well as adjacent drainage patterns of relative importance. The plan will address pre-development conditions and post-development stormwater management for flood control and sediment reduction. This plan will also address storm water quality through the use of several types of best management practices ("BMP's") (as established by the stormwater standards of the TRZO and then applicable state and federal governmental regulations) to enhance water quality and protect the surrounding freshwater wetlands.

3. The Owners will work with Jasper County, the Town of Ridgeland, and the Federal Emergency Management Agency ("FEMA") to establish base flood elevations for any area of the Property in the 100 year flood plain.

4. Freshwater wetlands on the Property are typical of the South Carolina Low Country. Approximately thirty six (36) percent of the site consists of freshwater wetlands. For purposes of the Genesis Landing Tract PDD, freshwater wetlands are field assessed wetlands of the national wetland inventory.

5. On-site wetland impacts resulting from development practices within the Genesis Landing Tract will be permitted jointly through the United States Army Corps of Engineers and the South Carolina Department of Health and Environmental Control's Office of Ocean and Coastal Resource Management. All wetland impact mitigation will meet or exceed state or federal standards then in effect.

#### **E. CULTURAL AND HISTORICAL RESOURCES**

In order to identify archeological sites and historic structures on the Property as defined by the South Carolina Department of History and Archives, a cultural and historical resources description of such shall be submitted as part of a Master Plan submission for any portion of the Property. For all such sites and structures discovered, including grave sites, Owners shall document the proposed approach for protecting them and any others that might be discovered during development. No requirements in connection with historical or cultural resources

pertaining to the Property, other than those mentioned within the PDD and as required by the State of South Carolina in accordance with applicable law, shall be imposed on the property.

#### **F. WATER AND SEWER SERVICE**

Water and sewer service will be provided to the Genesis Landing Tract by the Town of Ridgeland or other provider approved by the Town of Ridgeland, subject to establishment of sufficient water and sewer capacity, water distribution mains and sewer collections mains. Nothing herein shall be deemed to obligate the Town to expend funds to construct water or sewer plants, water distribution mains and sewer collection mains. Planning between the parties, the Town of Ridgeland and Parcel Owners, concerning the water and sewer systems, including how to fund the costs thereof, will continue after adoption of the Development Agreement and the PDD by the Town. The Town of Ridgeland, or other Town approved provider, will own, operate and maintain the water and sewer infrastructure upon completion by the Developer and acceptance by the Town of Ridgeland or such other Town-approved provider.

#### **G. UTILITY SERVICE**

1. The majority of the Genesis Landing Tract is in the service territory of South Carolina Electric and Gas (SCE&G) for electrical power, with the minority of the Genesis Landing Tract in the service territory of Palmetto Electric Cooperative, Inc. It is expected that SCE&G will provide the great majority, if not all, of the electrical service to the Genesis Landing Tract. The Owners have already started coordinating with SCE&G regarding planning for the Genesis Landing Tract.

2. EMBARQ, Inc. or another licensed provider will provide telephone service to the Genesis Landing Tract. The Owners have already started coordinating with EMBARQ regarding planning for the Genesis Landing Tract.

3. Other Utility services shall be provided by legally established entities at the discretion of the Owner, provided such are in accordance with the franchising ordinances/licensing with the Town.

4. Utilities must be underground, except as reasonably necessary for above ground support facilities.

#### **H. ROADWAYS AND TRAFFIC**

1. The Genesis Landing Tract has access to S.C. 336 to the north, to Cherry Hill Road and S.C. 462 to the east, to Glover Road to the south, and to Glover Road and Old Charleston Road to the west. S.C. 336, S.C. 462 and a portion of Glover Road are under the jurisdiction of the South Carolina Department of Transportation regarding access, construction, improvements and maintenance. Old Charleston Road, Cherry Hill Road and the remaining

portion of Glover Road are believed to be under the jurisdiction of Jasper County regarding maintenance. Establishing safe and reasonable ingress and egress for the Property is a priority for the Owners, SCDOT and the Town of Ridgeland. These accesses may be full access, defined as access which allows any and all possible vehicular traffic movements into and out of the development, or limited access, defined as access which limits the movement of traffic into and out of a development (e.g., right-in-right-out only).

2. The timing, phasing and responsibility for public On-Site and Nearsite Road improvements as defined in the Development Agreement shall be subject to the provisions of Exhibit G of the Development Agreement, unless otherwise justified by traffic impact analysis.

3. Access to the planned North/South Access Boulevard Road (the "Boulevard") as defined in the Development Agreement and related interconnectivity:

- a. Full access points along the Boulevard shall be allowed at a minimum spacing of 1,000 linear feet (measured centerline to centerline), with the exception of a Mixed-Use or Traditional Neighborhood Development, which may warrant less separation, subject to Town approval at the Master Plan stage. These accesses may be relocated at a lesser distance if physical constraints (i.e., wetlands, etc.) prohibit the 1,000 foot separation from being obtained. Limited access points (i.e., right-in/right-outs, left turn ins, etc.) are allowed at a minimum spacing of 500 linear feet (measured from centerline to centerline), with the exception of a Mixed-Use or Traditional Neighborhood Development, which may warrant less separation, subject to Town approval at the Master Plan stage. Additional full and limited access points shall be allowed if consistent with any additional traffic impact analysis performed at Master Plan stage to further evaluate the traffic generated by the particular uses they are intended to serve.
- b. A purpose of the Boulevard is to establish interconnectivity between Parcels A and B, as well as with Parcel C, provided that interconnectivity with Parcel C is not to be used for industrial truck traffic but for automobiles, bicycles, pedestrians, etc. Both the Town and the Owner recognize further potential benefits through interconnectivity with the property to the north of S.C. 336, and hence it is acknowledged that the Boulevard may be able to establish that interconnectivity and allow the Property to serve as a gateway for additional future growth of the Town. The exact route of the Boulevard is uncertain at this time, and the route illustrated on the Concept Plan is a current best approximation. The final route will be determined at a later time based on various factors including maximization of interconnectivity and land use coordination with the adjacent property to the north of S.C. 336, the willingness of the Owner(s) of the property to the north of S.C. 336 to interconnect, minimization of wetland impacts, cost factors, etc.

4. Access Points – All access points illustrated on the Concept Plan and/or described herein may be relocated, and additional limited and full access points into the various Parcels are expected to be approved, if consistent with additional traffic impact analysis performed at the Master Plan stage to further evaluate the traffic generated by the particular use they are intended to serve.

5. Access to SC 336 - Ingress and egress for the Genesis Landing Tract to SC 336 will be provided by two full access points as generally shown on the Concept Plan. There is potential for an additional access to SC 336 from the Light Industrial land use area. Subject to SCDOT approval, the two full access points may be signalized if and when actual traffic volumes warrant installation.

6. Access to Glover Road - Glover Road, which bisects the southern portion of the Property and also runs along a portion of its western edge, is essential to the vitality and function of this development. As part of this development, it is anticipated that a portion of Glover Road that bisects the southern portion of the Property will be realigned to further facilitate safe traffic patterns and sight distances. As shown on the Concept Plan, access to Glover Road will be through a combination of nine (9) full access points. Additional full and limited access points shall be allowed if consistent with traffic impact analysis performed at Master Plan stage to evaluate traffic generated by the particular use they are intended to serve.

7. Access to Old Charleston Road (Bee's Creek Road) – Old Charleston Road (Bee's Creek Road) meets the western terminus point of Glover Road and runs north/south along the western portion of the property. One (1) full access point shall connect to Old Charleston Road (Bee's Creek Road) through the adjacent property to the west as shown on the Concept Plan. Additional access points shall be allowed if consistent with traffic impact analysis performed at Master Plan stage to evaluate traffic generated by the particular use they are intended to serve.

8. Access to Cherry Hill Road – One potential access is planned for Cherry Hill Road. Additional access points shall be allowed if consistent with traffic impact analysis performed at Master Plan stage to evaluate traffic generated by the particular use they are intended to serve.

9. Roadway crossings traversing jurisdictional wetlands shall be allowed if approved by OCRM and the U.S. Army Corps of Engineers.

10. Typical roadway sections will be submitted for review prior to final development permit approval and may be based upon geotechnical studies or other engineering standards reasonably acceptable to the Town engineer. Road design may include curb and gutter or swale sections without curbs, subject to Town of Ridgeland approval at the Master Plan phase.

11. The Genesis Landing Tract may have public or private roads designed and constructed with funding as outlined in the Development Agreement. Roads indicated on the Concept Plan are subject to modification at the time of each Parcel's Development Plan approval based upon specific soil conditions, environmental concerns, physical constraints and



design parameters. Roadways within SCDOT rights-of-way and public roadways will be constructed in accordance with SCDOT standards as agreed at Master Plan approval through traffic impact analysis. Private roadways within the Genesis Landing Tract will meet or exceed current Town design standards and conform to South Carolina Standard Specifications for Highway Construction Manual, unless otherwise agreed at Master Plan approval. Roadway cross sections will be submitted for review at the time of Development Plan approval.

12. Portions of the Genesis Landing Tract may be developed with access through private roads, with access restricted and/or gated appropriately at Owners discretion. Sidewalks shall be provided in the Genesis Landing Tract at appropriate locations, including between interior subdivisions, commercial or institutional areas and public gathering areas. The frequency and location of sidewalks and bicycle lanes shall be established based upon anticipated pedestrian and bicycle usage within, and between land uses in addition to the proposed traffic loads of adjacent roads. Direct connectivity by roads, sidewalks, bicycle lanes or non-vehicular pathways through private subdivisions is not required, although encouraged and will be determined during the Master Plan stage.

13. Notwithstanding the other provisions of this section, roadway design standards may be modified to reduce environmental impacts and increase tree preservation provided safety concerns are not compromised. In order to protect and preserve significant trees, such design is hereby encouraged.

#### **I. TREE PRESERVATION AND REPLACEMENT**

Tree Preservation and Replacement shall be in accordance with the Landscape Standards attached herein as Exhibit I.

#### **J. PARKING**

The total number of required parking spaces for all land uses allowed herein shall conform to the respective requirements of the most similar uses provided for in the TRZO, subject to the reduction in parking requirements provided for in section 4.7.7(A) as well as further modulation of those standards as may be allowed by the Town, provided that the applicant furnishes actual documentation that the new standard meets the parking needs of the proposed land use and the Town agrees at Development Plan approval.

#### **K. STORMWATER MANAGEMENT**

The Genesis Landing Tract PDD shall conform to all of the Stormwater Management Provisions of the TRZO and applicable state and federal requirements. Stormwater best management practices will be employed in the development of the PDD to ensure runoff leaving the site does not degrade water quality within the surrounding wetlands and receiving waterways.

## **SECTION II:**

### **LAND USE DESIGNATION AND DEFINITIONS**

#### **A. INTRODUCTION AND NARRATIVE**

The overall Genesis Landing Tract has a total acreage of approximately 7,107 acres including approximately 4,537 acres of uplands and approximately 2,570 acres of freshwater wetlands as indicated on the Concept Plan for the Genesis Landing Tract prepared by Thomas & Hutton Engineering Co.

The land uses on the Concept Plan are not intended to be rigid exact boundary lines for future land use and improvements. The Concept Plan for the Genesis Landing Tract PDD shall maintain flexibility as may be requested by the Owner to accommodate specific soils conditions, environmental concerns, physical constraints, pedestrian friendly requirements, market conditions and design parameters and as such, the exact location of boundary lines and buildings between land uses and their subsequent location and size as indicated within the planning area shall be subject to change at the time development permit plans are submitted for development; provided, however, that maximum densities and other conditions of this PDD and the Development Agreement between the Town and Owner will be strictly adhered to, unless adjustment is requested by the Owner and approved by the Town. The boundaries of the PDD may be modified to include adjacent acreage, subject to approval of the Town of Ridgeland by appropriate petition/application to the Town to amend the PDD and the Development Agreement.

#### **B. ALLOWED LAND USES**

Notwithstanding any Town ordinance to the contrary, the following existing uses on the Property shall continue to be allowed uses, subject to the Tree Preservation and Replacement provisions of the Landscape Standards in Exhibit I: silviculture (which may include Sustainable Forestry Initiative practices), aquaculture, and agriculture activities on all Parcels; hunting activities on portions of all Parcels exceeding fifty (50) acres until such time as the respective portions are permitted for development activity, provided that a buffer area of 300 feet is maintained between the hunting area and any developed portions of the Property or surrounding properties; sand mining activities done in accordance with the permitting requirements of all applicable regulatory bodies on all Parcels; and the incineration of vegetative debris done in accordance with the permitting requirements of all applicable regulatory bodies on Parcel D.

The following land uses shall also be permitted in the Genesis Landing Tract PDD. The purpose of this portion of the PDD document is to state which land uses shall be allowed within the Genesis Landing Tract PDD, but does not obligate the Developer to provide the uses or facilities stated herein.

The following land uses and definitions shall be permitted in Parcel A:

Residential

Community Recreation  
Maintenance Areas  
Utilities  
Model Home/Sales Center  
Mixed-Use  
Open Space  
Wetlands  
Silviculture  
Recreational Vehicle Parks  
Neighborhood Commercial  
General Commercial  
Traditional Neighborhood Development (TND)  
Institutional/Civic

The following land uses and definitions shall be permitted in Parcel B:

Residential  
Community Recreation  
Maintenance Areas  
Utilities  
Model Home/Sales Center  
Mixed-Use  
Open Space  
Wetlands  
Silviculture  
Recreational Vehicle Parks  
Institutional/Civic  
Neighborhood Commercial  
General Commercial  
Traditional Neighborhood Development (TND)  
Light Industrial  
Transitional

The following land uses and definitions shall be permitted in Parcel C:

Residential  
Community Recreation  
Maintenance Areas  
Utilities  
Model Home/Sales Center  
Mixed-Use  
Open Space  
Wetlands  
Silviculture  
Recreational Vehicle Parks  
Institutional/Civic

Community Center  
Neighborhood Commercial  
General Commercial  
Traditional Neighborhood Development (TND)  
Light Industrial  
Limited Residential

The following land uses and definitions shall be permitted in Parcel D:

Residential  
Community Recreation  
Maintenance Areas  
Utilities  
Model Home/Sales Center  
Mixed-Use  
Open Space  
Wetlands  
Silviculture  
Recreational Vehicle Parks  
Institutional/Civic  
Community Center  
Neighborhood Commercial  
General Commercial  
Traditional Neighborhood Development (TND)  
Light Industrial

The respective Owners of adjacent upland parcels are encouraged to coordinate land use, shared public infrastructure, and establish road and pedestrian/bicycle trail interconnectivity to the degree possible and practical.

Design Regulations will be established for each area at the time of Master Plan approval in accordance with Section II.D. herein. Unless otherwise agreed at Master Plan approval or in this PDD, the standards for uses in the TRZO shall apply.

**C. ALLOWED DENSITY AND TRANSFER OF DENSITY BETWEEN PLANNING AREAS**

1. Parcel A of the Genesis Landing Tract PDD consists of approximately 1,430 acres of upland mixed-use and residential land use as generally depicted on the Concept Plan. Parcel A shall include up to 5,720 residential density units, which is based on a density of 4 units per acre applied to the entire Parcel A upland area. Parcel B of the Genesis Landing Tract PDD consists of approximately 1,398 acres of upland mixed-use, residential, neighborhood commercial, light industrial, and transitional land use as generally depicted on the Concept Plan. Parcel B shall include up to 5,318 residential density units, which is based on a density of 4 units

per acre applied to the entire Parcel B upland area less approximately 68 upland acres intended for light industrial development. Parcel B can contain up to a maximum of 1,334,896 square feet of light industrial building footprint. Based on market conditions, the Owner of Parcel B shall have the ability to convert up to all approximate 68 upland acres of light industrial use to other allowed uses including residential (location to be determined at the time of Master Plan approval) at the ratio of 4 residential density units per upland acre, thereby decreasing the maximum light industrial building footprint on Parcel B to as little as 0 square feet and increasing the maximum residential density units on Parcel B up to 5,591. Parcel C of the Genesis Landing Tract PDD consists of approximately 1,657 acres of upland light industrial and residential land use as generally depicted on the PDD Concept Plan. Parcel C shall include up to 3,824 residential density units, which is based on a density of 4 units per acre applied to the entire Parcel C upland area less approximately 701 upland acres intended for light industrial development. Parcel C can contain up to a maximum of 13,746,883 square feet of light industrial building footprint. Based on market conditions, the Owner of Parcel C shall have the ability to convert up to approximately 551 upland acres of light industrial use to other allowed uses including residential (location to be determined at the time of Master Plan approval) at the ratio of 4 residential density units per upland acre, thereby decreasing the maximum light industrial building footprint on Parcel C to as little as 2,940,300 square feet and increasing the maximum residential density units on Parcel B up to 6,029. The Owner of Parcel C will reserve at least 150 upland acres for light industrial use for a period of ten (10) years, after which time any portion of the remaining light industrial acreage may convert to other allowed uses including residential at the ratio of 4 residential density units per upland acre, thereby further increasing the maximum residential density units on Parcel C to 6,629. Parcel D of the Genesis Landing Tract PDD consists of approximately 52 acres of upland light industrial land use as generally depicted on the PDD Concept Plan. Parcel D shall include 0 residential density units, with the entire acreage intended for light industrial development. Parcel D can contain up to a maximum of 1,027,145 square feet of light industrial building footprint. Based on market conditions, the Owner of Parcel D shall have the ability to convert up to all approximate 52 upland acres of light industrial use to other allowed uses including residential (location to be determined at the time of Master Plan approval) at the ratio of 4 residential density units per upland acre, thereby decreasing the maximum light industrial building footprint on Parcel B to as little as 0 square feet and increasing the maximum residential density units on Parcel B to as much as 210.

2. Overall residential density shall include both Attached and Detached Single-Family Residential and Multi-Family Residential. Guesthouses shall not count against residential density. Detached guesthouses, "Mother-in-Law" Apartments, carriage houses and Garage Apartments (for rent or not) on the same lot with a single family unit will be allowed as one structure per lot and the second structure will not be counted against the density cap but shall be counted as 0.5 units for purposes of Development Fees. Onsite resident managers for commercial unit storage developments, or similar activities, shall not count against residential density. Maximum Multi-Family and Single Family Attached residential density units shall be in accordance with the Development Agreement.

3. Neighborhood Commercial and Mixed-Use shall have no cap on acreage or square feet, provided compliance with stormwater, parking, buffering, landscaping and other site

design requirements of the TRZO and PDD are met, and provided that that the overall residential density unit cap is not exceeded.

4. Hotel / Inn / Bed & Breakfast Properties, and assisted living, congregate care, and nursing home facilities shall not have a specified dwelling unit per acre maximum, provided compliance with stormwater, parking, buffering, landscaping and other site design requirements of the TRZO and PDD are met. All commercial development shall be subject to the provisions of the TRZO unless specifically exempted by this document.

5. Transfer of density units between Genesis Landing Tract Parcels shall be allowed as governed by the Development Agreement.

#### **D. DEFINITIONS OF LAND USE TERMS AND DENSITY TERMS**

In the absence of a term definition in this Concept Plan or in the proposed Genesis Landing Tract Development Agreement with the Town of Ridgeland, the definitions of the TRZO or outlined in the Development Agreement shall apply in the interpretation of this Concept Plan. The locations of specific land uses indicated on the Concept Plan may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set herein and the general concept of environmentally sensitive residential, commercial and mixed-use developments suggested by the master plans are followed and respected.

##### **1. Acre and Dwelling Units**

- a. Gross Acre shall mean the entire acreage within the site boundaries.
- b. Upland Acre shall mean the acreage which remains after deduction for jurisdictional onsite wetlands as determined by the U.S. Army Corps of Engineers.
- c. Net developable acre shall mean land that is developable in accordance with federal, state and local regulations.
- d. Single Family Attached shall mean dwelling units that share common vertical walls as property boundaries with laterally adjacent properties.
- e. Multi-Family shall mean dwelling units that share common walls, ceilings and floors with the units that are laterally and vertically adjacent.

2. Light Industrial: This designation allows for a multi-use Business Park to meet regional demands for Light Industrial, Office, Commercial Services and Wholesale/Retail Businesses. Permitted uses include:

- a. Uses permitted under the Industrial District (ID) zoning classification described in the TRZO.

- b. Establishments involved in light manufacturing, regional warehouses, distribution operations, back-office operations, commercial businesses, office space, office/warehouse operations, wholesale/retail businesses, commercial service businesses, research or experimental laboratories, public building, public utility facility, agricultural farm, horticultural nursery, radio and/or television station and/or transmission tower, commercial trade or vocational school, off street commercial parking or storage area for customer, client, or employee-owned vehicles and call centers.
- c. When commercial, business park, wholesale/retail, and other uses internal to the light industrial area are compatible with each other, build-to-property lines will be allowed to reduce cost of utilities and create a more pedestrian friendly environment as long as fire protection between adjacent and party-walls is strictly adhered to and visual design standards are met. Performance standards for this district will be determined by the Design Regulations described at Section II.D. herein. Setbacks and buffers separating the perimeter of the light industrial area with adjacent nonconforming uses shall be in conformance with those described in Section 10 herein.

3. General Commercial. The general commercial designation allows for the development of concentrated commercial and office nodes.

a. Permitted Uses:

- i. Establishments engaged in selling goods or merchandise to the general public for personal or household consumption (e.g., shopping centers, supermarkets, department stores, convenience stores, gas stations, automobile and boat dealerships, etc.) and rendering services incidental to the sale of such goods; establishments providing services or entertainment to the general public including but not limited to eating and drinking establishments, personal service and repair business and entertainment establishments (e.g. movie theatres, bowling alleys, etc.); medical and health facilities/office buildings and/or office for government, business professional or general purposes, unless specifically prohibited under Prohibited Uses below.
- ii. Uses permitted under the General Commercial District (GCD) zoning classification described in the TRZO
- iii. Uses permitted under the Highway Commercial District (HCD) zoning classification described in the TRZO
- iv. Uses permitted under the Central Business District (CBD) zoning classification described in the TRZO
- v. Mixes of various uses permitted under this PDD
- vi. Assembly and Worship
- vii. Colleges and Professional Schools
- viii. Schools, Neighborhood (elementary and middle school)
- ix. Schools (community high school)
- x. Daycare, commercial

- xi. Utilities
- xii. Public Services
- xiii. Government Office
- xiv. Commercial lodging (hotel and motel)
- xv. Commercial Retail
- xvi. Office
- xvii. Restaurant (including outdoor seating)
- xviii. Service Businesses
- xix. Dry-cleaning and Laundry Services
- xx. Parking Garages
- xxi. Gas-convenient stores with no Repair Bays or Facilities
- xxii. Commercial Amusement (indoor)
- xxiii. Christmas Tree Sales
- xxiv. Roadside Stands (on designated areas only)
- xxv. Commercial Outdoor Sales (related to existing retail)
- xxvi. Public Interest and Special Events (permitted, located, and scheduled ahead of time)
- xxvii. Nightclub and entertainment
- xxviii. Movie Theaters
- xxix. Grocery
- xxx. Mini-warehouse facilities will be limited to a maximum height of two stories.
- xxxi. Business Park
- xxxii. Neighborhood Commercial

b. Sidewalk displays are permitted directly in front of an establishment, if at least five feet of sidewalk is maintained for adequate and uncluttered pedestrian access.

c. Prohibited Uses:

The following commercial uses are specifically prohibited:

- i. Junkyards or auto salvage yards
- ii. Gambling facilities not authorized by law
- iii. Sexually-oriented businesses

4. Neighborhood Commercial. This designation allows for the development of multiple neighborhood oriented limited use commercial, residential, civic, institutional and office nodes including villages, community centers, gardens, and neighborhood shopping centers to provide essential services to residents, invitees and guests to the Genesis Landing Tract PDD, relieving a degree of traffic and congestion which may surround other large commercial developments in the general area. This land use designation shall be primarily commercial. Residential uses within this designation shall be fully integrated to the commercial uses. Live/work residential units within this land use designation shall be counted as a residential unit for the purposes of density. The commercial component of a live/work residential unit (including first floor commercial below residential and commercial located



within the same residential structure or home site) shall count as commercial acreage. A live/work unit does not include a home business that is conducted within a single or multifamily residence. Neighborhood Commercial Development shall count against total commercial square footage.

a. Permitted Uses:

- i. Retail businesses, personal service businesses, shopping centers, restaurants, convenience stores, attached residential units, clustered commercial establishments, offices and civic/institutional uses, unless specifically prohibited under Prohibited Uses below
- ii. Single Family Residential
- iii. Multifamily Residential
- iv. Hotel / Inn / Resort and Condo/Hotel
- v. Medical offices (not including facilities for patient care exceeding 48 hours)
- vi. Bed & Breakfast
- vii. Live/Work units
- viii. Outdoor Entertainment.
- ix. Uses permitted under the General Commercial District (GCD) zoning classification described in the TRZO
- x. Uses permitted under the Central Business District (CBD) zoning classification described in the TRZO

Maximum building height shall meet the requirements of the TRZO for group dwellings and multiple family dwellings.

b. Prohibited Uses:

The following commercial uses are specifically prohibited:

- i. Junkyards or auto salvage yards
- ii. Gambling facilities not authorized by law
- iii. Outdoor Amusement Parks
- iv. Outdoor go cart racing facilities
- v. Outdoor roller coasters and other carnival like facilities
- vi. Sexually-oriented businesses
- vii. Other Nuisances under section 4.12 of the TRZO

5. Community Recreation:

This designation allows for the recreational complexes and amenities to serve the Genesis Landing Tract PDD. Land uses may consist of private and semi-private recreation, indoor and outdoor lighted and unlighted recreation facilities, establishments and services that include active and passive sports and entertainment, (for project or not) and, ancillary facilities such as retail shops and restaurants serving such public recreational facilities. Community

Recreation shall not be counted against the overall allowed acreage for commercial uses within the Genesis Landing Tract PDD. Permitted uses include:

- a. Outdoor Recreational Facilities including but not limited to:
    - i. Public &/or Private Golf courses and ancillary facilities associated therewith
    - ii. (2) Golf cart storage barn and maintenance facilities
    - iii. (3) Swimming Pools, Pool Bath Houses and Gazebos.
    - iv. (4) Lakes
    - v. (5) Tennis Courts
    - vi. (6) Lawn Games such as bocci, croquet, and volleyball, etc.
    - vii. (7) Multi-use fields
    - viii. (8) Playgrounds
    - ix. (9) Neighborhood Parks
    - x. (10) Community Parks
    - xi. (11) Leisure Trails and Bike Trails
    - xii. (12) Garden Plots
    - xiii. (13) Other Recreational Uses.
  - b. Recreational Building including but not limited to such uses as indoor recreation, meetings, assembly, banquet, fitness and hobby space.
  - c. Accessory buildings.
  - d. Community Offices/Administration Buildings shall not be counted against commercial acreage.
  - e. Maintenance and Storage Facilities.
  - f. Community Service facilities including:
    - i. Public or Private clubhouses
    - ii. Pro shops, snack bars, grills, restaurants and lounges associated with clubhouses.
    - iii. Ancillary uses associated with community recreation facilities such as craft centers, fitness centers, etc.
6. Residential
- a. The maximum number of residential dwelling units on the Property will be 14,862, plus any conversions from light industrial to residential as allowed in the PDD and Development Agreement.
  - b. Except in Traditional Neighborhood Development (TND) areas, for detached single family residential and duplexes (i) the minimum lot width

shall be 40 feet with a minimum lot depth of 100 feet, (ii) the average lot size may vary as to specific, individual subdivision plats (iii) the minimum side setbacks shall be 6 feet on each side. Side setbacks can be reduced at the discretion of the Town. The primary standard, to be utilized in allowing the variance shall be the maintenance of the Town's Insurance Services Organization fire safety rating. As for dwelling units, a minimum front-yard setback of 10 feet shall be imposed on lots with front-loaded garages, a minimum setback of 10 feet from the back lot line and a minimum setback of 5 feet from a pool or deck, except as specified in Section 10 herein.

- c. For attached single family residential, townhomes, or condominiums (i) there shall be no minimum lot size or setbacks, and (ii) side setbacks for all non-common lot line sides shall be in accordance with Town Fire Safety Standards, except as specified in Section 10 herein.
- d. Multi-family residential units are allowable up to a maximum of 24 units per upland acre on a site-specific basis. Density is based on the number of stories in a project. One-story projects are limited to 8 units per upland acre, two story projects are limited to 16 units per upland acre, and any project with a three story component is capped at 24 units per upland acre. Multifamily residential consists of attached or detached residential including both short term and long term rentals, but excludes Hotel/Inn/Bed and Breakfast and Guesthouse.
- e. The allocation of density as specified allows for the clustering of development to optimize the protection of natural features and maximize open space. This does not guarantee that the Property can be developed at the identified maximum. Lot sizes range from the square footage of the foundation of cottage-type product to larger single family lots.
- f. Multi-family units do not have a lot size designation.
- g. Mobile homes are not allowed within the Genesis Landing Tract.
- h. Recreational Vehicle Parks are governed by the provisions of Section 15 herein, and shall be considered a multi-family use. Modular or panelized homes shall not be considered mobile homes and will be considered single family homes which are permitted under this PDD.
- i. Mid-rise multi-family residential units shall be defined as those which exist in buildings over three stories with density limited to 40 units per upland acre. Maximum building height shall meet the requirements of the TRZO for group dwellings and multiple family dwellings. Densities of over 40 units per upland acre shall be reviewed on a case by case basis and only allowed provided building safety, fire protection and other applicable concerns are addressed to the satisfaction of the Town.

- j. Single-family residential consists of attached and detached residential, including both short and long term rentals. Product mix may include full size lots, attached zero lot line product, townhouses, patio home sites and cottages. Similar width lots may be grouped in individual neighborhoods. Residential improvements shall be limited to a maximum of three (3) stories in height above parking or base flood elevation, as applicable, not including minor uninhabitable architecture elements above basic roof lines, subject to provisions of the TRZO.

Performance Standards for this district will be determined at the time of Master Plan Application, provided however that Owners shall have the right to develop residential density units in conformance with the Single Family Residential (SFR) and High Density Residential (HDR) zoning classifications described in the TRZO.

## 7. Maintenance Areas

The maintenance areas will contain the facilities, tools and equipment to maintain the common properties and golf courses, if any, within the CPD Tract PDD. These facilities may be congregated on a central site or located in separate convenient sites for different services such as general community maintenance, golf course maintenance, recreation area maintenance or individual property regime maintenance.

Permitted uses include:

- a. Vehicle maintenance
- b. Storage of vehicles and parts, boats, recreational vehicles and resident storage
- c. Fuel storage
- d. Shops for woodwork, metalwork and painting.
- e. Greenhouses, plant propagation areas and holding yards
- f. Mulching & composting facility and related storage.
- g. Storage of chemicals and bulk materials as permitted by law.
- h. Offices associated with community and maintenance.
- i. Construction staging areas

## 8. Model Home/Sales Center

- a. This designation allows for the model homes and office/administrative facilities associated with the primary sale of residential lots and homes. The facility(s) may be permanent in nature with the model homes being sold as single-family residences in the future or the facility(s) may relocate from time to time during the period of development to meet the needs of development phasing.

- b. From time to time model homes may be constructed and later sold as permanent residences when no longer needed as models.
- c. Real estate sales, closings and other similar transactions may be conducted inside model homes / sales centers.

## 9. Open Space

Each Master Plan submitted by the Owners and Developers under the Genesis Landing Tract PDD Ordinance shall provide for not less than 10% of gross acreage in each residential and mixed-use tract to be reserved for open space. The land reserved for open space may be located in restricted access, gated communities and shall consist of the following: wetlands and wetland buffers; accessible lakes; landscaped areas including manicured village greens; forest & wildlife preserves and corridors, conservation areas and greenbelts; community garden plots; cemeteries; public or private, regulation or par three golf courses including ancillary facilities; pedestrian/bicycle trails; perimeter buffers; recreational areas including playgrounds and similar amenities; and other similar land uses, but only to the extent such areas are available and reasonably accessible to residents for recreational use.

Permitted uses for this district include those uses permitted under the Open Space/Natural Resources Conservation District (OSD) zoning classification described in the TRZO.

## 10. Setbacks and Buffers

Genesis Landing Tract Concept Plan setbacks and buffers shall meet the minimum requirements established herein; provided, however, that any required wetlands setbacks shall apply according to law throughout the PDD.

Perimeter setbacks and buffer standards shall include:

At adjacent property boundaries of Genesis Landing Tract, setbacks (which shall contain buffers) shall be a minimum of 25 feet except where said boundary is a jurisdictional wetland or recorded conservation easement, then the setbacks and buffers shall be as determined by the state and federal agencies having jurisdiction over the wetlands. Landscaped berms, access encroachments, pathways, underground utilities and stormwater management facilities are allowed in the perimeter setback and buffer area. Undisturbed natural vegetation shall satisfy buffer requirements.

On Parcels within the Genesis Landing Tract that are adjacent to Glover Road and the North-South Access Boulevard rights-of-way, setbacks (which shall contain buffers) shall be in accordance with the table below. In such roadway setbacks and buffers, allowed uses shall include, but are not limited to, underground utilities, access encroachments, pathways, landscape berms and stormwater management facilities. Undisturbed natural vegetation shall satisfy buffer requirements.

<u>Adjacent Land Use:</u>	<u>*Minimum Required Setback:</u>
Residential	25 feet
Commercial	35 feet
Light Industrial	50 feet
Mixed-Use	0 feet
TND	0 feet

\*Buffer is included in setback.

Internal setbacks between nonconforming uses of the Genesis Landing Tract, as illustrated in Exhibit B or at the time of Master Plan submittal, (which shall contain buffers) shall be in accordance with the following standards provided that the uses are not separated by a road right-of-way, and/or wetland of an equal width (including wetland buffer):

<u>Land Use:</u>	<u>*Minimum Required Setback:</u>
Light Industrial/Residential	25' both Parcels (50' total)
Light Industrial/Commercial	10' both Parcels (20' total)
Commercial/Residential	15' both Parcels (30' total)

\*Buffer is included in setback.

Mixed-Use, TND and all other land use areas not included in the tables within this section shall be exempt from all internal and roadway setbacks and buffer standards. For Mixed-Use and TND land use, setbacks and buffer standards are typically dependent on the exact type of development product.

#### 11. Signage Control

Signage for the Genesis Landing Tract PDD shall be governed by the Master Sign Program attached as Exhibit J, unless otherwise agreed at Master Plan approval. Signage for Parcels A-D, in addition to being placed within Parcels A-D, shall be allowed along proximate off-site and near-site roads as described in Section I.H.1, separate from other signage. Signage is allowed at each entrance into the Genesis Landing Tract PDD.

#### 12. Silviculture

This designation allows for continuation of managed forestry and allows for Sustainable Forestry Initiative practices. Silviculture includes the practice of planting, culture, and harvesting of trees for the purpose of producing wood fiber and timber. Generally accepted methods of forest management are permitted, including wildlife management, construction and use of forest roads, and practices to promote health and growth of trees. Silviculture uses may continue up to the time a subdivision plat is recorded and must be in accordance with standard forestry BMPs. The Owner shall be permitted to plan and grow trees upon the Property which may be used for tree farming for harvesting of such trees for purposes of replanting same in locations which are on or off the Property and may engage in farming operations which are indigenous to the area.

### 13. Wetlands

This designation allows the following uses within wetlands. Wetlands shall be those areas on the Property containing jurisdictional freshwater wetlands as determined by the U.S. Army Corps of Engineers. For purposes of density calculations only, uplands will be defined based on the estimated acreage used in the PDD Concept Plan. The following are permitted uses:

- a. Open space and buffers
- b. Conservation areas
- c. Activities in all wetland areas as permitted by the U.S. Army Corps of Engineers and the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management.
- d. Disposal of reclaimed water as permitted by SCDHEC.
- e. Storm water management and recreational lakes.
- f. Boardwalks, trails, bridges and other permitted structures.
- g. Game Management

### 14. Utilities

This designation allows for utility service to serve the Parcels of the Genesis Landing Tract PDD. The following land uses shall be allowed only after written approval from the Owner/Developer and its consultants for location and design. Screening, buffering, and other aesthetic matters must meet or exceed the TRZO requirements, and may be approved at Master Plan approval.

- a. Potable water supply and distribution
- b. Wastewater collection, treatment and disposal
- c. Stormwater collection, treatment and detention
- d. Irrigation
- e. Communication towers
- f. Satellite antennas
- g. Cable television facilities
- h. Telephone facilities
- i. Power transmission and distribution
- j. Fiber optic lines
- k. Other utility services (i.e., Internet access and other telecommunication uses)

Certain community-wide infrastructure is required for the development of any large, master-planned community. This infrastructure may include, but is not limited to the following:

- a. Arterial streets and primary access roads
- b. Water supply
- c. Wastewater Treatment and Effluent Disposal

- d. Power substations
- e. Central telephone facilities
- f. Stormwater Management Lagoons
- g. Natural Gas Supply

In the case of this Concept Plan, the community-wide infrastructure may serve more than one Parcel of the Genesis Landing Tract. Infrastructure serving the community (on-site and off-site) will be approved as part of the Master Plan approval process. Infrastructure projects must receive a Ridgeland Development Permit prior to construction.

15. Recreational Vehicle Parks

These parks are permitted provided the Owner/Developer and the City agree to the design standards that must be submitted at the time of application. Recreational Vehicle Parks shall be buffered a minimum of 20 feet from any adjacent residential land use.

16. Mixed-Use

This designation primarily allows for a mix of all uses described in the PDD, including TND, but with the exception of light industrial. The mixed use areas will provide essential services to residents and guests of the Genesis Landing Tract. The primary intent of this land use category is to enhance quality of life by substantially reducing vehicular traffic, offering convenient and healthy transportation alternatives through focused pedestrian, bicycle and potentially public transit access between uses and thereby fostering an enhanced association among residents and workers resulting from close geographical proximity. Other purposes include providing appropriate transitions between uses to encourage interaction between the activities, retaining open space by encouraging higher-density development clusters, ensuring high quality architectural design and materials, promoting innovative site design, permitting flexible development on individual lots, and promoting a pedestrian-friendly living and working environment. The boundary of the mixed use community will be established by a reasonable pedestrian travel distance.

Design Standards shall be submitted at Master Plan stage, potentially as part of overlay districts with standards deviating from the TRZO or this PDD, provided that health, safety, ingress/egress, and fire protection concerns are addressed to the satisfaction of the Town. Examples of this would include form-based codes and/or SmartCode implementations combined with quality architecture and materials guidelines submitted at Master Plan stage that are acceptable to the Planning Commission and the Town Council.

Examples of actual proximate developments consistent with the mixed use category are:

Newpoint	Beaufort, SC
Seaside	Santa Rosa Beach, FL
Habersham Village	Beaufort, SC
I'On Village	Mount Pleasant, SC



17. Limited Residential

This designation will allow for uses permitted in the Single Family Residential (SFR) zoning classifications described in the TRZO.

18. Transitional

This designation allows for any other approved residential or commercial use in the PDD, provided however that the ultimate use designation is intended, to the degree possible and practical, to coordinate and be compatible with land use on adjacent property.

19. Institutional/Civic

This designation allows for institutional and civic land uses, which shall be allowed to occur as a mixed use throughout the CPD Tract PDD. These land uses shall not count against the overall commercial acreage or residential density allowed for the CPD Tract PDD.

- a. Civic, cultural, municipal, governmental, educational (public or private), conference centers, research or other similar facilities which may include dormitories or other similar living quarters for students, staff, faculty and professionals.
- b. Churches, synagogues, temple and other places of worship provided that such uses are housed in a permanent structure.
- c. Cemeteries provided that such use does not include a funeral home or crematorium.
- d. Medical and health facilities, assisted living facility, nursing home and congregate care facility.
- e. Public emergency service facilities, library, museum, day care facilities, social/community centers, etc.
- f. All uses permitted in the Institutional District (ISD) zoning classifications described in the TRZO.

Performance Standards for this district will be determined at the time of Master Plan stage.

20. Traditional Neighborhood Development (TND)

TND Overview

This Land Use Category allows for the development of a Traditional Neighborhood Development within the Genesis Landing Tract PDD typified by the culture, value and traditions exemplified in the Historic Districts traditional cities in the Southeast. This development is to be a traditional neighborhood, which is generally characterized by a pedestrian-friendly environment of grid streets, neighborhood parks, sidewalks, front porches, alleys, on-street parking, mixed uses and a tight scale to unify the district.

The traditional neighborhood will be a mixed-use residential development consisting of single-family residential, multi-family residential, recreational, and open space. This land use designation shall be primarily residential. It may include Neighborhood Commercial. There shall be allowances for mixed-use capabilities (live/work units) as well as an allowance for accessory buildings to have residential capacity (such as garage apartments). Other distinctive features of traditional neighborhoods within this district will be detailed at the Master Plan stage.

Design Standards shall be submitted at Master Plan stage, potentially as part of overlay districts with standards deviating from the TRZO or this PDD, provided that health, safety, ingress/egress, and fire protection concerns are addressed to the satisfaction of the Town. Examples of this would include form-based codes and/or SmartCode implementations combined with quality architecture and materials guidelines submitted at Master Plan stage that are acceptable to the Planning Commission and the Town Council.

### **SECTION III:**

## **2005 RIDGELAND ZONING ORDINANCE AND LAND USE REGULATIONS (“TRZO”) – CHANGES AND EXEMPTIONS**

In accordance with Section 10.10.4.6 of the PDD Ordinance adopted by the Town on August 2, 2007, adding New Article X, Planned Development District to the TRZO, the following clarifications or modifications to otherwise applicable standards of the TRZO are hereby made applicable to the Genesis Landing Tract PDD by reference to TRZO sections below. It is acknowledged that concerted efforts have been made to identify each provision of the TRZO sought to be waived or modified, and thus to the extent that a specific provision of the TRZO is not listed below but conflicts with the wording and intent of the PDD, that provision shall be deemed to have been included in the listing below. To the extent the provisions of the PDD are not clear, then the provisions of the TRZO dated October, 2005, as amended through the date of approval of this PDD, not listed or deemed listed, shall apply.

Section 2.2 Architectural Review Board (“ARB”) – The architectural review provisions of the TRZO shall still apply, but the Town may elect to limit review by the Town’s ARB to review of design guidelines and to allow an Owner’s designated architectural review board to implement such guidelines. In such event, if an Owner’s designated architectural review board is not enforcing such design guidelines, the Town may issue a notice of non-conformance from which date the Owner’s designated architectural review board would have thirty (30) days to become compliant. If the Owner’s designated architectural review board is not compliant within thirty (30) days, the Town may in its discretion revoke such authority and resume full architectural review.

Sections 3.2.4 and 3.2.5 The Town may in its discretion agree to accept a bond or legal surety in lieu of a letter of credit.

Section 3.3.5 This section has been amended to extend the time for work authorized by a certificate of zoning compliance to begin up to one (1) year and hereby authorizes applicant to

request a one (1) year extension to a certificate of zoning compliance for a period of one (1) additional year.

Section 3.7 Amendments – Any amendments to the Town of Ridgeland Zoning and Land Use Development Regulations occurring after Town adoption of this PDD as zoning ordinance, shall not be applicable to the Genesis Landing Tract PDD except to the extent permitted in the Development Agreement.

Section 4.7.3(A) Clearing of all trees will be allowed in areas where silviculture activities are being performed, and where public roads, water, sewer and other public infrastructure is being constructed.

Section 4.7.3(B) This section is amended to allow the uses as set forth in Section 2 D (13) of this PDD in wetlands. Development in flood hazard areas, as defined by Federal Emergency Management Agency (FEMA), shall be allowed, provided development complies with all applicable FEMA standards. Unique natural areas, since undefined in the TRZO, have been removed from this section. Tree preservation and removal shall be governed as modified by PDD Section 1.I Tree Preservation and Replacement.

Section 4.7.4(A) Amended to allow lots to be directly accessible by public or private roads.

Section 4.7.4(C) Minimum lot size requirements shall be governed by the requirements listed in the relevant zoning district within the PDD. If specific requirements are not listed in the PDD, lot size requirements default to those listed in the relevant zoning district in the TRZO or Subdivision Regulations, as applicable.

Section 4.7.6(H) This section shall not apply to the Genesis Landing Tract unless agreed by Owner and the Town of Ridgeland at the Master Plan stage.

Section 4.7.6(I) Internal local roads shall be designed for the twenty-five year storm event. The North/South Boulevard and Glover Road shall be designed for the fifty year storm event.

Section 4.7.6(L) Streetlights. Deviations from the three hundred (300) foot minimum spacing requirement may be approved at Master Plan stage.

Section 4.7.7 Parking Requirements. Deviations to this section may be approved at Master Plan approval where adequate parking, shared or otherwise, is provided.

Section 4.7.7(C) Parking Spaces. Deviations may be approved at Master Plan approval.

Section 4.8 Signage. The related sections are deleted and shall not apply to the Genesis Landing Tract. Signage is governed by PDD Section II.D.11.

Section 4.9.1 Buffers. The related sections are deleted and shall not apply to the Genesis Landing Tract. Buffers are governed by PDD Section II.D.10, Section II.D.13 and Section II.D.14.

Section 4.9.2 Landscaping. The related sections are deleted and shall not apply to the Genesis Landing Tract. Landscaping shall be governed by the Landscape Standards attached as Exhibit I, unless otherwise agreed at Master Plan approval.

Section 4.9.3 Tree Protection. This section is deleted. Tree preservation and removal shall be governed by PDD Section 1.I Tree Preservation and Replacement.

Section 4.11 Development and Flood Hazard Areas. Section paragraph to be replaced with the following:

Development within a flood hazard area, as defined by the Federal Emergency Management Agency (FEMA), shall comply with all applicable FEMA standards and regulations.

#### **SECTION IV:**

### **TOWN OF RIDGELAND SUBDIVISION REGULATIONS – CHANGES AND EXEMPTIONS**

Article 2 – Definitions are set forth in the Development Agreement, PDD and TRZO. Such definitions supersede the definitions in Article 2.

Article 3 – Development plan submittal shall be in accordance with Article X of the TRZO, Planned Development District, as adopted and amended at the date of execution of the Genesis Landing Tract Development Agreement.

Article 4 – Development plan submittal shall be in accordance with Article X of the TRZO, Planned Development District, as amended at the date of execution of the Genesis Landing Tract Development Agreement.

Article 5-2.1 – Continuation of existing street pattern is dependent of development type and shall be assessed on a case by case basis at the Master Plan stage, subject to Town of Ridgeland approval.

Article 5-2.2 - Cul-de-sacs length shall be determined at the Master Plan stage, subject to Town of Ridgeland approval.

Article 5-2.5 – Intersection geometry and minimum design standards shall be determined at the Master Plan stage, subject to Town of Ridgeland approval.

Article 5-2.6 - Reverse curves shall be in accordance with applicable American Association of State Highway and Transportation Officials (AASHTO) standards, latest edition.

Article 5-2.11 – Right-of-Way and Pavement Widths shall vary due to type of development (i.e. TND, etc.) and shall be determined at the Master Plan stage, subject to Town of Ridgeland approval.

Article 5-2.13 – Horizontal curves shall conform to AASHTO standards, latest edition.

Article 5-2.14 – Vertical curves and stopping sight distances shall conform to AASHTO standards, latest edition.

Article 5-3 – Blocks, block length, configurations and crosswalks shall be determined based on the type of development at the Master Plan stage, subject to Town of Ridgeland approval. Crosswalks shall be in conformance to the South Carolina Department of Transportation (SCDOT) standard, latest edition.

Article 5-4 – All lot standards shall conform to Planned Development District standards or, in the event standards are undefined for a development type, shall be determined at the Master Plan stage, subject to Town of Ridgeland approval.

Article 5-7 – Reservation of public sites shall be as set forth in the Development Agreement and the PDD. Genesis Landing Tract shall be exempt from this article.

Article 5-8 – Flood Protection applies to property within FEMA flood hazard zones only.

Article 6-1 – Monuments shall be in accordance with State of South Carolina standards for boundary surveys.

Article 6-6 – Curb and Gutter types shall be determined at the Master Plan stage, subject to Town of Ridgeland approval.

Article 6-11 – Trees removal, replacement and mitigation shall be governed by the Development Agreement and the PDD. This section shall not apply to the Genesis Landing Tract.

Article 6-12 – Open space and recreation requirements shall be governed by the Development Agreement and the PDD. This section shall not apply to the Genesis Landing Tract.

Article 7 – Group Development shall be governed by the Development Agreement and the PDD. This section shall not apply to the Genesis Landing Tract.

## EXHIBIT D

### Boundary Plats and Legal Descriptions

#### PARCEL A:

All that certain tract or parcel of land situate, lying and being in Jasper County, South Carolina, containing 2,373 acres, more or less, and being the same property conveyed as follows: (1) from Seaboard Coast Line Railroad Company to Holly Hill Lumber Company by deed dated June 19, 1979 and recorded on August 6, 1979 in the Office of the Clerk of Court for Jasper County, South Carolina, in Deed Book 80 at page 1742; (2) from Ruth Pruyne Field to Holly Hill Lumber Company by deed dated August 21, 1974 and recorded on September 3, 1974 in the aforesaid office in Deed Book 72 at page 467 and also shown in Plat Book 13 page 146.

LESS AND EXCEPT from the above-described parcel the following:

1. 7.87 acres conveyed from Georgia-Pacific Corporation to Gary Breland and Sandra Breland by deed book 89 page 1021 dated January 13, 1986.
2. 57.94 acres conveyed from Georgia-Pacific Corporation to Marion McMillan by deed book 91 page 2333 dated August 26, 1987 and shown in plat book 18 page 94.
3. 380 acres conveyed from Georgia-Pacific Corporation to Donnie B. Malphrus and W. Ralph Woodie by deed book 93 page 1776 dated October 12, 1988 and shown in plat book 18 page 270.
4. 39.619 acres conveyed from Georgia-Pacific Corporation to Waste Management of South Carolina, Inc. by deed book 95 page 2183 dated April 10, 1990 and shown in plat book 18 page 486.
5. 125.524 acres conveyed from Georgia-Pacific Corporation to Waste Management of South Carolina, Inc. by deed book 96 page 280 dated May 31, 1990 and shown in plat book 18 page 486.
6. 16.957 acres conveyed from Plum Creek Timberlands, L.P. to Roy Walker by deed book 261 page 17 dated August 16, 2002 and shown in plat book 26 page 82.
7. 4.85 acres conveyed from Plum Creek Timberlands, L.P. to Barry T. Semken by deed book 302 page 21 dated August 12, 2004 and shown in plat book 27 page 343.

**Being a portion of the property conveyed from Plum Creek Timber Company, Inc. to Plum Creek Timberlands, L.P. by deed dated October 6, 2001 (being identified therein as Tract 4) and recorded in the aforesaid office in Deed Book 245 at page 29.**

TMS # 082-00-01-001

**Parcel B:**

All that certain piece, parcel or tract of land lying and being in Jasper County, State of South Carolina, containing +/- 2619.8 acres as described in Jasper County Deed Book 213 page 52 as shown in Plat Book 13 page 353 and also shown as parcel "A" in Plat Book 12 page 367.;

LESS AND EXCEPT the following:

1. 10 acres to Bartoldus as shown in Plat Book 20 page 278 and Deed Book 130 page 107.
2. 6.25 acres to Bartoldus as shown in Plat Book 23 page 60 and Deed Book 182 page 316.  
This portion already excepted in Deed Book 213 page 52.

Being a portion of the same property conveyed by Weldon E. Wall to Harold S. Pittman as shown in Deed Book 70 page 351, and Deed Book 75 page 220.

The property description was prepared by TGS Land Surveying on August 23, 2007 and is based on Deeds and Plats as referenced above.

TMS # 063-00-07-005

**PARCEL C:**

All that certain piece, parcel or tract of land lying and being in Jasper County, state of South Carolina, containing +/- 2860.64 acres as described in Jasper County Deed Book 274 page 23 and shown in Plat Book 26 page 323;

LESS AND EXCEPT from the above-described parcel the following:

1. 33.34 acres Graham Hall Subdivision as shown in Plat Book 28 page 114.
2. 26.17 acres Graham Hall Subdivision as shown in Plat Book 28 page 115.
3. 33.64 acres "Future Use Area" to D. Wall as shown in Plat Book 28 page 375 and Deed Book 418 page 62.
4. 60.89 acres to Childers as shown in Plat Book 28 page 44 and Deed Book 316 page 59.

Being a portion of the same property conveyed by Mead Westvaco Forestry, LLC, a Delaware Limited Liability Company, to Glover Real Estate, LLC, by Deed Book 274 page 23.

This property description was prepared by TGS Land Surveying on August 23, 2007 and is based on Deeds and Plats as referenced above.

TMS # 064-00-09-006

**PARCEL D:**

All that certain piece, parcel or tract of land lying and being in Jasper County, state of South Carolina, and containing +/- 60.89 acres as described in Jasper County Deed Book 316 page 59 and Plat Book 28 page 44;

Being the same property conveyed to Bradford L. Childers and Ramona W. Childers by Deed from Glover Real Estate, LLC, dated March 28, 2005, and recorded in Deed Book 316 at Page 59, Jasper County Records, on April 4, 2005.

This property description was prepared by TGS Land Surveying on October 31, 2007 and is based on Deeds and Plats as referenced above.

TMS # 064-00-09-012



PARCEL A

80-1742

THIS DEED, Made this 19th day of June, A.D., 1979, between SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, hereinafter called "Grantor"; and HOLLY HILL LUMBER COMPANY, a South Carolina corporation, whose mailing address is Holly Hill, South Carolina, 29059, hereinafter called "Grantee"; and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as successor Corporate Trustee under the First Mortgage dated as of January 1, 1946, made by the former Seaboard Air Line Railroad Company, to which Seaboard Coast Line Railroad Company is successor by merger, and CHEMICAL BANK, Corporate Trustee under the Consolidated Mortgage dated as of March 15, 1971, made by Seaboard Coast Line Railroad Company, hereinafter called "Trustees";

(Wherever used herein, the terms "Grantor" and "Grantee" shall be construed in the singular or plural as the context may require or admit and shall include the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations.)

WITNESSETH: That Grantor, for and in consideration of the sum of EIGHT THOUSAND SEVEN HUNDRED DOLLARS (\$8,700.00) to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto Grantee all the estate, right, title, lien, equity, interest, claim and demand which Grantor has in and to that certain tract or parcel of land situate, lying and being in the County of Jasper, State of South Carolina, and described as follows, to wit:

A strip of land 100 feet in width, i.e., 50 feet on each side of the center line of the roadbed of Grantor's former track between Charleston, S. C., and Savannah, Ga., beginning on a northerly property line of Holly Hill Lumber Company's Blacksmith Block approximately 0.2 mile southwest of U. S. Highway 278 overhead crossing of said roadbed and extending southwestwardly 1.15 miles, more or less, to a southerly property line of said Blacksmith Block; also beginning at the crossing of Old Genisis Landing Road and extending southwestwardly 1.2 miles, more or less, to a southerly property line of Holly Hill Lumber Company's Brickyard-Hollins Block; containing 29 acres, more or less, and being shown on print attached hereto and made a part hereof.

DERIVATION: Deed Book 1, Page 750.

TO HAVE AND TO HOLD all the estate, right, title, lien, interest and claim whatsoever of Grantor, either in law or equity, together with all and singular the appurtenances thereto belonging or in anywise appertaining, to the proper use, benefit and behoof of Grantee, its successors and assigns, forever.

The property hereinabove conveyed is subject to the lien of the First Mortgage made by the former Seaboard Air Line Railroad Company, dated as of January 1, 1946, as supplemented and modified, under which mortgage Mercantile-Safe Deposit and Trust Company is the present successor Corporate Trustee, and Trustee joins herein for the purpose of releasing and does hereby release the property hereinabove conveyed from the lien of said mortgage pursuant to the provisions of Section 1 of Article Twelve thereof; and Trustee certifies that C. E. Heinmuller retired as Individual Trustee under the aforesaid mortgage effective as of August 1, 1970, and since that date, Mercantile-Safe Deposit and Trust Company has been and is presently the Trustee acting under the aforesaid mortgage, as supplemented and modified.

This instrument was prepared by  
 William C. Essey  
 Attorney  
 500 Water Street, Jacksonville, Fla.

The property hereinabove conveyed is subject also to the lien of the Consolidated Mortgage made by Seaboard Coast Line Railroad Company, dated as of March 15, 1971, as supplemented, under which mortgage Chemical Bank, a New York corporation, is Corporate Trustee and L. F. Sadler of Jacksonville, Florida, is Individual Trustee, and Corporate Trustee joins herein for the purpose of releasing and does hereby release the property hereinabove conveyed from the lien of said mortgage pursuant to the provisions of Section 5.17 of Article Five thereof; Individual Trustee being relieved of any obligation to join in such release by Section 10.06 of Article Ten of said mortgage.

The recitals of fact made hereinabove are to be taken only as recitals made by Grantor and not by Trustees.

IN WITNESS WHEREOF Grantor and Trustees have caused these presents to be duly signed and sealed, the day and year first above written.



Signed, sealed and delivered  
in the presence of:

A. M. Waldrop

Caroline A. Cothen

Signed, sealed and delivered  
in the presence of:

Donna McDonald

Jandra Paschall

Signed, sealed and delivered  
in the presence of:

W. Kye

R. Sandil

SEABOARD COAST LINE RAILROAD COMPANY

By [Signature]  
Vice President

Attest: [Signature]  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as successor Corporate Trustee  
as aforesaid.

By [Signature]  
Vice President

Attest: [Signature]  
Corporate Trust Officer

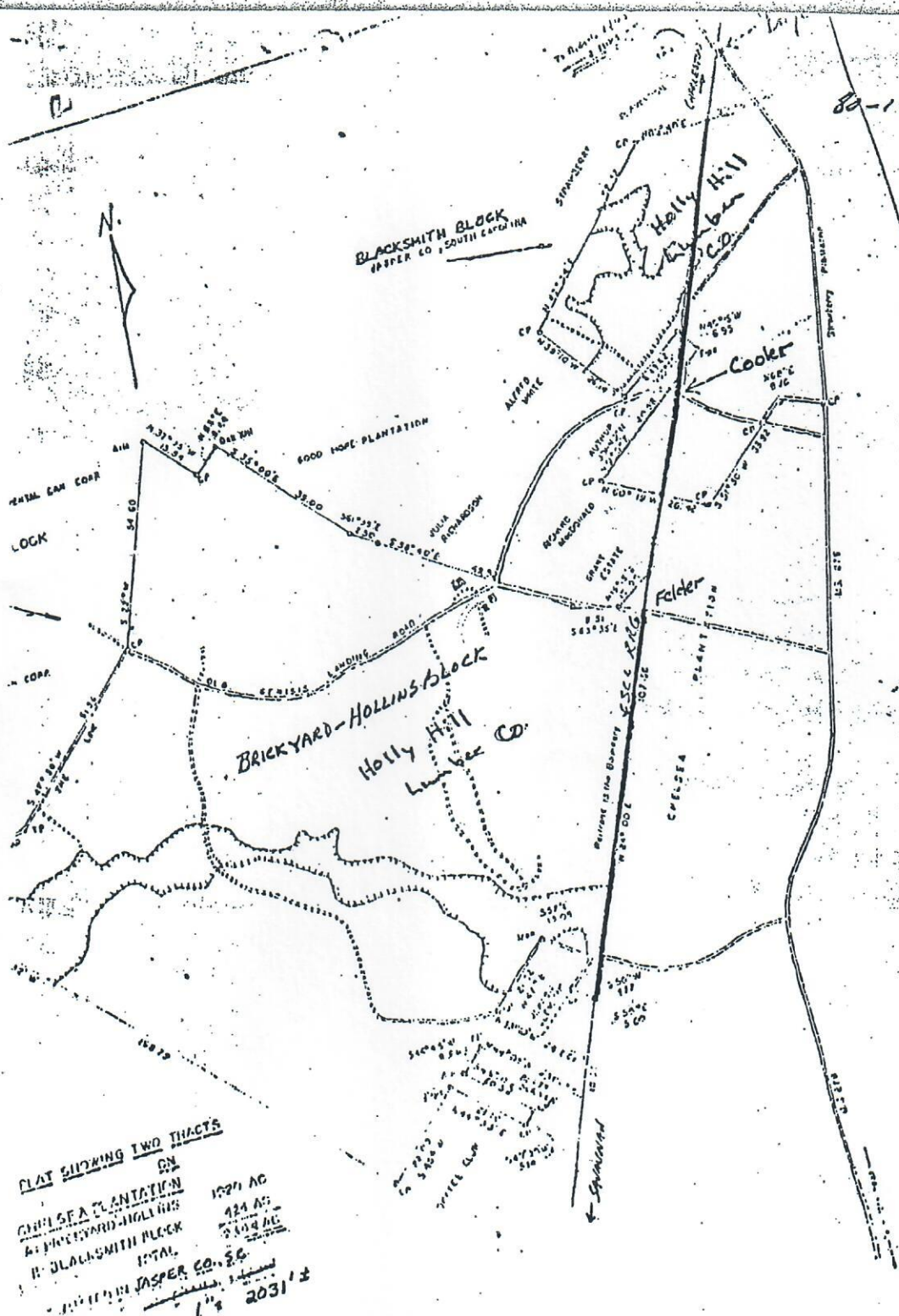
CHEMICAL BANK, as Corporate Trustee  
as aforesaid.

By [Signature]  
Senior Trust Officer

Attest: [Signature]  
ASSISTANT SECRETARY

COUNTY FEE COLLECTED  
\$ 9.90 mce  
JASPER COUNTY, S. C.

80-1244



THE STATE OF SOUTH CAROLINA

COUNTY OF JASPER

TITLE TO REAL ESTATE

22-467

BJ/J

Deed  
Book 72 - 467

KNOW ALL MEN BY THESE PRESENTS, THAT

I, RUTH P. FIELD, also known as RUTH PRUYN FIELD,

in the State aforesaid for and in consideration of the sum of \_\_\_\_\_  
TEN AND NO/100 (\$10.00) \_\_\_\_\_  
and other good and valuable consideration \_\_\_\_\_ DOLLARS,

to \_\_\_\_\_ in hand paid at and before the sealing of these presents by HOLLY HILL LUMBER COMPANY, a  
S. C. corporation, with its principal place of business in Holly Hill, Orangeburg County,  
South Carolina

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released,  
and by these Presents do grant, bargain, sell and release unto the said HOLLY HILL LUMBER COMPANY, its  
successors or assigns the following described real property, to-wit:

ALL that certain piece, parcel or tract of land known as the Blacksmith Block of Chelsea Plantation, situate, lying and being, in the County of Jasper, State of South Carolina, containing in all approximately four hundred twenty-four (424) acres of land, more or less, together with any and all improvements thereon. Said Blacksmith Block is bounded on the East by the western edge of the right of way of United States Highway 278; on the North and West by lands now or formerly of Strawberry Plantation; on the South by lands now or formerly of the Grant Estate, of Richard MacDorald, of Authur Johnson and of Alfred White.

AND ALSO:

ALL that certain piece, parcel or tract of land, known as the Brickyard-Hollins Block of Chelsea Plantation, situate, lying and being in the County of Jasper, State of South Carolina, containing in all approximately one thousand nine hundred twenty (1,920) acres of land, more or less, together with any and all improvements thereon. Said Brickyard-Hollins Block is bounded on the North by lands now or formerly of Continental Can Corp. and of Good Hope Plantation; on the East by the western edge of the right of way of the Seaboard Air Line, on the South by lands now or formerly of the Okatee Club, of Betty Scriven, and of Vernon Cleveland, and by said air line/right of way; on the West by lands now or formerly of Okatee Club and of Continental Can Corp.

Said two (2) tracts of land are more fully shown and described on that certain map or plat entitled "A Plat Showing Two Tracts Offered For Sale On Chelsea Plantation," prepared by Robert F. Knoth, S. C. Registered Land Surveyor, No. 514, dated June, 1974, and duly recorded in the Office of the Clerk of Court for Jasper County, S. C. in Plat Book 13 at Page 146. For a more accurate and detailed description as to metes, bounds, courses and distances, reference is craved to the said plat of record.

Provided, however, that, by accepting delivery of this Deed, Grantee acknowledges that Grantor does not guarantee or warrant the accuracy of the acreage figures recited hereinabove and upon said plat of record.

AND IT IS FURTHER PROVIDED that this conveyance is made by Grantor and accepted by Grantee subject to all easements and rights of way upon, over and under the premises hereby conveyed, including, but in no wise limited to, the following:

1. That certain right of way granted to Palmetto Electric Cooperative, Inc., by instrument dated March 22, 1957 and duly recorded in the Office of the Clerk of Court for Jasper County, S. C. in Deed Book 37 at Page 117.

2. That certain easement granted to Central Electric Power Cooperative, Inc., by that certain easement dated July 25, 1969, and duly recorded in the Office of the Clerk of Court for Jasper County, S. C. in Deed Book 65 at Page 363.

3. That certain easement granted to S. C. Power Company by that certain easement dated April 2, 1938 and duly recorded in the Office of the Clerk of Court for Jasper County, S. C. in Deed Book 13 at Page 177.

4. That certain right of way granted to S. C. Electric and Gas Company by that certain instrument dated September 15, 1952, which is duly recorded in the Office of the Clerk of Court for Jasper County, S. C. in Deed Book 26 at Page 70.

5. All public roads and highways, and all rights of ways for highways and railroads.

The property hereby conveyed being a portion of the property devised to the Grantor herein by Marshall Field, who died testate in Suffolk County, State of New York, on July 5, 1955. A copy of the Last Will and Testament of said Marshall Field is filed of record in the Office of the Probate Judge of Jasper County, S. C. in Will File No. 8.

3,100<sup>00</sup>

COUNTY FEE COLLECTED  
\$1,205.<sup>00</sup> *2/10/68*  
JASPER COUNTY, S. C.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said \_\_\_\_\_  
HOLLY HILL LUMBER COMPANY, its successors or assigns forever.

AND I do hereby bind myself and my Heirs, Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said HOLLY HILL LUMBER COMPANY, a S. C. corporation, its successors or assigns,

against me and my Heirs, Assigns, Executors and Administrators, lawfully claiming, or to claim the same or any part thereof.

WITNESS My Hand and Seal, this 21st day of August in the year of our Lord one thousand nine hundred and seventy-four and in the one hundred and ninety-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

- (2) Lamont Rolerson (3) Jesse G. Rolerson (1) Ruth P. Field (L.S.) RUTH P. FIELD (L.S.)

THE STATE OF MAINE Waldo County.

PERSONALLY appeared before me (4) LAMONT ROLERSON and made oath that (s)he saw the within named RUTH P. FIELD sign, seal, and do act and deed, deliver the within written Deed, and that (s)he with (5) Jesse G. Rolerson witnessed the execution thereof.

SWORN to before me, this day of 21st August A. D. 19 74

(1) Jesse G. Rolerson (SEAL) Notary Public STATE OF MAINE My Commission Expires February 12, 1976 (4) Lamont Rolerson

THE STATE OF SOUTH CAROLINA, Waldo County. NOT NECESSARY - GRANTOR IS RENUNCIATION OF DOWER A WOMAN.

I, Notary Public for South Carolina do hereby certify unto all whom it may concern, that Mrs. Ruth P. Field the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 21st day of August Anno Domini 1974 Jesse G. Rolerson (SEAL) Notary Public of South Carolina STATE OF MAINE JESSE G. ROLERSON NOTARY PUBLIC STATE OF MAINE My Commission Expires February 12, 1976

85-10214

SC-1-27-14(3)

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT the undersigned, GEORGIA-PACIFIC CORPORATION, a Georgia corporation, with offices at 133 Peachtree Street, N.E., City of Atlanta, County of Fulton, State of Georgia, hereinafter referred to as "Grantor," for and in consideration of the sum of Eleven Thousand Eight Hundred Five and no/100 Dollars (\$11,805.00) in hand paid at and before the sealing of these presents, by GARY BRELAND and SANDRA BRELAND, hereinafter referred to as "Grantees," the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto said Grantees, their heirs and assigns, that certain tract or parcel of land, situated on Old Genisis Landing Road, Jasper County, South Carolina, containing 7.87 acres, more or less, and more particularly described as follows:

Beginning at the Easternmost corner being a concrete monument on the northwest side of a dirt road; thence S 60°-56'-35" W 101.03 feet to a concrete monument; thence S 80°-41'-30" W 825.23 feet to a concrete monument; thence along line common to Georgia-Pacific property N 03°-49'-42" E 735.12 feet to a concrete monument; thence S 62°-08' E 59.50 feet to a concrete monument; thence S 58°-08'-00 E 136.90 feet to a concrete monument; thence S 55°-15'-00" E 193.40 feet to a concrete monument; thence S 57°-04'-00" E 626.50 feet to the beginning.

Said property being a part or portion of the property conveyed to Georgia-Pacific Corporation from Holly Hill Lumber Company by Deed dated the 27th day of December, 1985, and recorded in the Office of the Clerk of Court for Jasper County, South Carolina in Deed Book   , at page   .

SUBJECT HOWEVER, to any and all easements, or other matters of record.

COUNTY FEE COLLECTED  
 3 20  
 JASPER COUNTY, S. C.





96 280

STATE OF SOUTH CAROLINA )  
COUNTY OF JASPER )

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that GEORGIA-PACIFIC CORPORATION ("Grantor") in consideration of the sum of Five Dollars (\$5.00, and other considerations, so in hand paid at and before the sealing of these presents by WASTE MANAGEMENT OF SOUTH CAROLINA, INC., whose address is c/o Hickory Hill Landfill, P.O. Box 4576, Burton, South Carolina 29903 ("Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, WASTE MANAGEMENT OF SOUTH CAROLINA, INC., Subject to reservation of timber, It's Successors and Assigns, the following described property:

All that certain piece, parcel or lot of land, lying and being in Jasper County, South Carolina, being 125.524 acres, more or less, and being bounded and described as follows

Beginning at a point being the Northwestern corner of the lands herein concerned and running S43° 57' 02 "E, for a distance of 2969.75 feet along lands of Georgia Pacific; Then continuing on the same bearing for a distance of 30.25 ' along "Parcel B" belonging to Grantee; Then turning and running S43° 50' 26" W for a distance of 1920.9 feet along lands of Waste Management, Inc.; Then turning and running N40° 24' 22" W

DEED BOOK 96 PAGE 180  
DATE 6-7-90  
By: [Signature] /s/ [Name]  
AUTHOR JASPER COUNTY SC

T. Johnson, pd. 1,665.70

FILED  
96 PAGE 280

JUN 11 1990  
CLERK OF COURT  
JASPER COUNTY



96 281

for a distance of 3000 feet along lands of Okatie Club;  
Then turning and running N43 24' 54" E for a distance  
of 1735.83 feet along other lands of Georgia Pacific,  
to the point of beginning.

For a more particular description, reference is  
made to that certain plat entitled "A Survey of 165.43  
acres of lands formerly lands of Georgia Pacific Lumber  
Company, Jasper County, South Carolina. Survey For:  
Waste Management, Inc." prepared by EMC Engineering  
Services, Inc. dated January 15, 1990, recorded in Plat  
Book 18 at page 486 in the Office of the Clerk of Court  
for Jasper County, South Carolina.

This is a portion of that same property which was  
conveyed to Georgia Pacific Corporation by a deed  
January 14, 1986 in Deed Book 89 at Page 1017 in the  
office of the Clerk of Court for Jasper County, South  
Carolina.

PROVIDED HOWEVER, Grantor excepts and reserves all  
timber on the property, together with full rights of  
ingress and egress and rights to cut and remove the  
timber and trees thereon, for a period of twelve (12)  
years from the date of closing; provided, however,  
that should Grantee require part or all of the property  
for dirt borrow areas, this exception may be modified  
by the reduction of acreage of this exception upon  
Grantee giving Grantor twelve (12) months prior written  
notice of such requirement.

281

COUNTY FEE COLLECTED  
\$ 228.40  
JASPER COUNTY, SC



1/21/05 CR 359305 95. 2183

STATE OF SOUTH CAROLINA )

COUNTY OF JASPER )

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that GEORGIA-PACIFIC CORPORATION ("Grantor") in consideration of the sum of One Hundred Seventy-Eight Thousand Two Hundred Eighty-Five and 50/100 (\$178,285.50) Dollars, to it in hand paid at and before the sealing of these presents by WASTE MANAGEMENT OF SOUTH CAROLINA, INC., whose address is c/o Hickory Hill Landfill, P.O. Box 4576, Burton, South Carolina 29903 ("Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, WASTE MANAGEMENT OF SOUTH CAROLINA, INC., It's Successors and Assigns, the following described property:

All that certain piece, parcel or lot of land lying and being in Jasper County, South Carolina, being shown as Parcel B, being 39.619 acres, more or less, and being bounded and described as follows:

Beginning at a point along a 100' right-of-way of an (abandoned) Seaboard Railroad and running S21d58'07"W along said right-of-way for a distance of 719.68' feet, more or less, to a point; then turning and running N44d54'10"W along lands now or formerly of Strobhart for a distance of 1883.54' feet, more or less, to a point; then turning and running S45d55'50"W along lands now or formerly of Strobhart for a distance of 569.64' feet, more or less, to a point; then turning and running S47d44'27"E along lands now or formerly of Strobhart for a distance of 1351.73' feet, more or less, to a point; then turning and running S38d39'28"W along lands now or formerly of Houston for a distance of 342.30' feet, more or less, to a point; then turning and running N43d57'02"W along lands now or formerly of Hickory Hill Sanitary Landfill for a distance of 1462.04' feet, more or less, then 30.25' feet to a point; then turning and running N45d55'50"E along lands now or formerly of Georgia Pacific Corp. for a distance of 1507.05' feet, more or less, to a point; then turning and running S43d59'10"E along lands now or formerly of Georgia Pacific Corp. for a distance of 84.27' feet, more or less, to a point; thence continuing to run S43d59'10"E along lands now or formerly of Cleland for a distance of 1606.79' feet, more or less, to the point of beginning.

For a more particular description, reference is made to that certain plat entitled "A Survey of 165.43 acres of lands formerly lands of Georgia Pacific Lumber Company, Jasper County, South Carolina. Survey For: Waste Management, Inc." prepared by EMC Engineering Services, Inc. dated January 15, 1990 and revised March 21, 1990. recorded in Plat Book 18 at Page 150 in the office of the Clerk of Court for Jasper County, South Carolina.

This is a portion of that same property which was conveyed to Georgia Pacific Corporation by a deed January 14, 1986 in Deed Book 89 at Page 1017 in the office of the Clerk of Court for Jasper County, South Carolina.

200400041262  
Filed for Record in  
JASPER COUNTY  
2003  
08-20-2004 At 09:50 AM.  
DEED 205.25  
Volume 302 Page 21 - 26

Instrument Volume Page  
200400041262 302 21  
SC-1-27-14(9)

File No. 560-5.04-1890

200400041262  
2003  
CLERK OF COURT  
JASPER COUNTY  
08-20-2004 09:50 AM.  
REC FEE: 11.00  
STATE TAX \$ 136.50  
LOCAL TAX \$ 57.75

STATE OF SOUTH CAROLINA  
COUNTY OF JASPER

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that PLUM CREEK TIMBERLANDS, L.P., a Delaware limited partnership ("Grantor") in consideration of the sum of Fifty-Two Thousand Three Hundred Eighty and No/100 Dollars (\$52,380.00), to it in hand paid at and before the sealing of these presents by BARRY T. SEMKEN, whose address is P. O. Box 974, Ridgeland, South Carolina 29936, ("Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, his heirs and assigns, the following described property (the "Real Property"):

All that certain piece, parcel or tract of land lying, being and situated in Jasper County, South Carolina, containing 4.85 acres, more or less, being more fully shown on a plat made by Thomas G. Stanley, Jr., R.L.S., dated March 31, 2004, recorded in the Office of the Clerk of Court for Jasper County in Plat Cabinet 27 at page 343, reference to which plat is hereby made for a more particular description of said property.  
TMS # 82-00-01-001

Being a portion of the property conveyed to Plum Creek Timberlands, L.P. from Plum Creek Timber Company, Inc. by deed dated the 6th day of October, 2001, identified therein as Tract 4, and recorded the 16th day of October, 2001 in the aforesaid office in Deed Book 245 at page 29.

TOGETHER with all and singular the rights, privileges, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

**THIS CONVEYANCE IS SUBJECT TO PRIOR OIL, GAS AND MINERAL RESERVATIONS AND EXISTING MINERAL LEASES AND GRANTOR EXCEPTS**

AND RESERVES UNTO ITSELF ALL MINERAL INTEREST TO WHICH IT MAY BE VESTED, SAND AND GRAVEL EXCLUDED, WITHOUT THE RIGHT TO USE THE SURFACE FOR THE PURPOSE OF EXPLORING FOR OR PRODUCING, SAVING, TRANSPORTING AND MARKETING SAID MINERALS.

GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL PROPERTY, it being the intention of Grantor and Grantee that the Real Property be conveyed "as is", in its present condition and state of repair and that Grantee has made or caused to be made such inspection as he deems appropriate. Grantee, for himself and his heirs and assigns, hereby waives and releases Grantor from any and all contractual, statutory, common law, and/or other liabilities, obligations, claims or causes of action, known or unknown, that Grantee or his heirs and assigns may be entitled to assert against Grantor arising in whole or in part of, or relating or connected in any way to, the condition of the Real Property including, but not limited to any such liabilities, obligations, claims or causes of action based in whole or in part upon any applicable federal, state or local environmental law, rule or regulation or the environmental condition of the Real Property.

TO HAVE AND TO HOLD, subject to the matters set forth in Exhibit A attached hereto and made a part hereof, unto the said Grantee, his heirs and assigns, forever.

And the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said Real Property unto the said Grantee, his heirs and assigns, against itself and its successors; provided, however, that this conveyance is made subject to and there are hereby excepted from the covenants and warranties hereinabove set forth, the matters set forth in Exhibit A attached hereto and made a part hereof.



LINE	LENGTH	BEARING
L1	20.11	S49°42'22"W

N/F ROY WALKER  
TM# 82-00-01-005

N/F PLUM CREEK TIMBERLANDS L.P.  
TM# 82-00-01-001  
PB 18 PG 486  
DB 72 PG 467

- LEGEND:**
- CMF - CONCRETE FOUND
  - CMS - CONCRETE SET
  - RBS - 3/4" REBAR SET
  - RBF - REBAR FOUND
  - IPF - IRON PIPE FOUND
  - TP - TELEPHONE PEDESTAL
  - OPL - OVERHEAD POWER
  - NTS - NOT TO SCALE
  - R/W - RIGHT OF WAY
  - TM - TAX MAP
  - PB - PLAT BOOK
  - DB - DEED BOOK
  - POB - POINT OF BEGINNING
  - X - SPOT ELEVATION
  - C/L - CENTERLINE
  - CP - POWER POLE
  - OML - OLD MARKED LINE

N/F CAROL S. FICKLING  
& ALLISON H. FICKLING, JR.  
TM# 82-00-01-002  
DB 45 PG 2036  
PB 20 PG 78  
(BARRY SEMKEN  
& DONNA SEMKEN)

N/F CAROL S. FICKLING  
& ALLISON H. FICKLING, JR.  
TM# 82-00-01-002  
DB 45 PG 2036  
PB 20 PG 78

N/F JULIA McDONALD HEIRS  
C/O JOE L. BEATON  
& JOHNESE BEATON  
TM# 82-00-02-002

N/F SEABOARD COASTLINE  
RAILROAD  
TM# 82-00-02-001

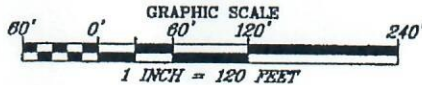
N/F CHELSEA AGRICULTURAL, INC.  
TM# 81-00-02-001

JASPER COUNTY DEVELOPMENT STANDARDS  
**"EXEMPT FOR RECORDING"**  
DATE: 3/31/04  
BY: [Signature]

**REFERENCES NOT LISTED ABOVE:**

- 1.) PLAT BOOK 26 PAGE 82
- 2.) PLAT BOOK 18 PAGE 486
- 3.) DEED BOOK 72 PAGE 467
- 4.) DEED BOOK 245 PAGE 32
- 5.) DEED BOOK 80 PAGE 1742
- 6.) A PLAT BY KESSELING FOR BARRY SEMKEN & DONNA SEMKEN DATED 1-9-1997

**NOTE:** BY GRAPHICAL DETERMINATION  
This Lot Appears To Lie In A Federal Flood Plain  
Zone A-9 Minimum Required Elevation 14.00 Ft. NGVD29  
FIRM # 450112 0150 B



THIS PLAT PREPARED AT THE REQUEST OF  
BARRY SEMKEN

A BOUNDARY SURVEY OF A PORTION OF TAX MAP # 82-00-01-001,  
CHERRY POINT AREA, JASPER COUNTY, SOUTH CAROLINA

DATE: MARCH 31, 2004



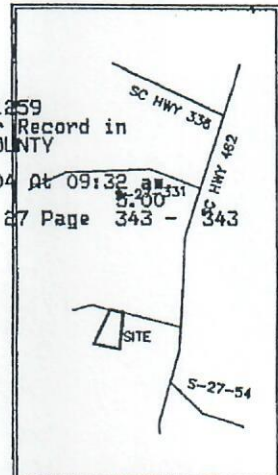
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION & BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS C SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

JOB # 04070B

3-31-04  
[Signature]  
THOMAS C. STANLEY, JR., PLS # 18269

**TGS LAND SURVEYING**  
701 SECOND AVENUE  
P.O. BOX 2023  
RIDGELAND, S.C. 29936

Phone 843-726-9117 Fax 843-726-9129



LOCATION MAP  
N.T.S.

200200031753  
 Filed for Record in  
 JASPER COUNTY  
 MARGARET BOSTICK  
 08-22-2002 At 10:24 AM.  
 DEED 325.50  
 Volume 261 Page 17 - 22  
 SC-1-27-14(8)  
 File No. 560-5.02-2430  
 Instrument Volume Page  
 200200031753 261 17

STATE OF SOUTH CAROLINA  
 COUNTY OF JASPER

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that PLUM CREEK TIMBERLANDS, L.P., a Delaware limited partnership ("Grantor") in consideration of the sum of Eighty-Four Thousand Seven Hundred Eighty-Five and No/100 Dollars (\$84,785.00), to it in hand paid at and before the sealing of these presents by ROY WALKER, whose address is Route 2, Box 150 W, Ridgeland, South Carolina 29936 ("Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, his heirs and assigns, the following described property (the "Real Property"):

All that certain piece, parcel or tract of land lying, being and situated in Jasper County, South Carolina, containing 16.957 acres, more or less, being more fully shown on a plat made by Roy L. Green, R.L.S., dated June 28, 2002, recorded in the Office of the Clerk of Court for Jasper County in Plat Book 26 at page 82, reference to which plat is hereby made for a more particular description of said property.

Being a portion of the property conveyed to Plum Creek Timberlands, L.P. from Plum Creek Timber Company, Inc. by deed dated the 6th day of October, 2001, identified therein as Tract 4, and recorded the 16th day of October, 2001 in the aforesaid office in Deed Book 245 at page 29.

TOGETHER with all and singular the rights, privileges, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

**THIS CONVEYANCE IS SUBJECT TO PRIOR OIL, GAS AND MINERAL RESERVATIONS AND EXISTING MINERAL LEASES AND GRANTOR EXCEPTS AND RESERVES UNTO ITSELF ALL MINERAL INTEREST TO WHICH IT MAY BE**

200200031753  
 MARGARET BOSTICK  
 CLERK OF COURT  
 JASPER COUNTY  
 08-22-2002 10:24 AM.  
 REC FEE: \$ 11.00  
 STATE TAX \$ 221.00  
 LOCAL TAX \$ 93.50



VESTED, SAND AND GRAVEL EXCLUDED, TOGETHER WITH THE USUAL AND CUSTOMARY RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING FOR OR PRODUCING, SAVING, TRANSPORTING AND MARKETING SAID MINERALS.

GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL PROPERTY, it being the intention of Grantor and Grantee that the Real Property be conveyed "as is", in its present condition and state of repair and that Grantee has made or caused to be made such inspection as he deems appropriate. Grantee, for himself and his heirs and assigns, hereby waives and releases Grantor from any and all contractual, statutory, common law, and/or other liabilities, obligations, claims or causes of action, known or unknown, that Grantee or his heirs and assigns may be entitled to assert against Grantor arising in whole or in part of, or relating or connected in any way to, the condition of the Real Property including, but not limited to any such liabilities, obligations, claims or causes of action based in whole or in part upon any applicable federal, state or local environmental law, rule or regulation or the environmental condition of the Real Property.

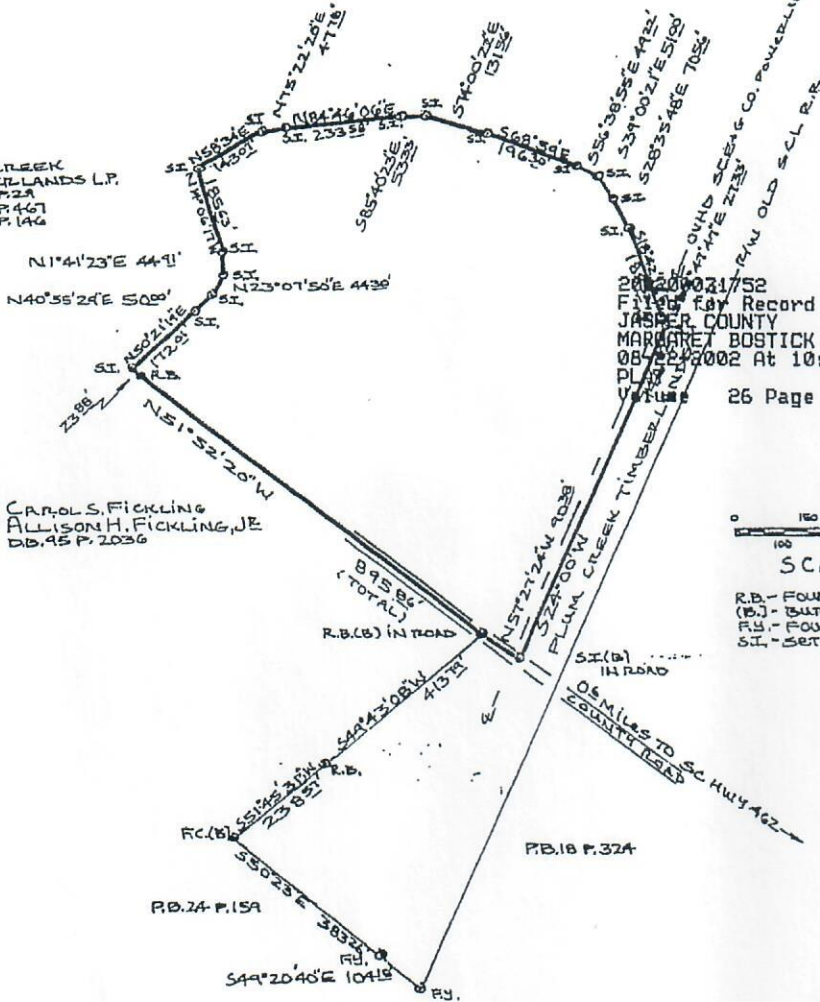
TO HAVE AND TO HOLD, subject to the matters set forth in Exhibit A attached hereto and made a part hereof, unto the said Grantee, his heirs and assigns, forever.

And the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said Real Property unto the said Grantee, his heirs and assigns, against itself and its successors; provided, however, that this conveyance is made subject to and there are hereby excepted from the covenants and warranties hereinabove set forth, the matters set forth in Exhibit A attached hereto and made a part hereof.

PLUM CREEK TIMBERLANDS L.P.



PLUM CREEK  
TIMBERLANDS L.P.  
D.B. 245 P.29  
P.B. 72 P.467  
P.B. 13 P.146



200206021752  
Filed for Record in  
JASPER COUNTY  
MARSHLET BOSTICK  
08/22/2002 At 10:24 am.  
PLAT NO. 2002  
Volume 26 Page 82 - 82

0 100 200 300 400 500  
SCALE: 1"=300'

R.B. - FOUND REBAR  
(B.) - BUILT  
F.P. - FOUND 1" IRON PIPE  
S.I. - SET 1/2" STEEL PIPE

# PLAT OF PROPERTY OF PLUM CREEK TIMBERLANDS L.P.

## TO BE CONVEYED TO ROY WALKER, INC.

REFERENCE: DEED BOOK 245 PAGE 29  
DEED BOOK 212 PAGE 82  
DEED BOOK 80 PAGE 1742  
DEED BOOK 72 PAGE 467  
PLAT BOOK 13 PAGE 146

JASPER COUNTY DEVELOPMENT STANDARDS

**"EXEMPT FOR RECORDING"**

DATE: 8/22/2002

SIGNED:

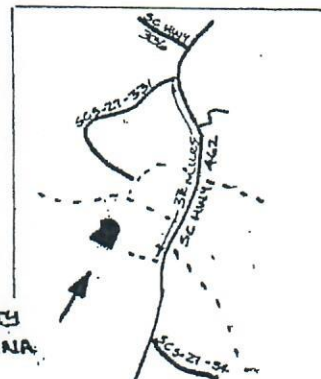
AREA = 16.957 ACRES

I HEREBY CERTIFY THE ERROR OF CLOSURE IS 1/14,000+, THE ANGULAR ERROR IS LESS THAN 0'00"02" PER ANGLE, AND THE AREA WAS COMPUTED BY THE COORDINATES METHOD.

DATE: 28 JUNE 2002

ROY L. GREEN PLS# 7403B  
P.O. B. 446 ESTILL, S.C. 29918  
PHONE: 803-625-3570

JASPER COUNTY  
SOUTH CAROLINA



SC-1-21-14(3)

STATE OF SOUTH CAROLINA  
COUNTY OF JASPER

93-1776

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that GEORGIA-PACIFIC CORPORATION ("Grantor") in consideration of the sum of Two Hundred Eighty-Five Thousand and No/100 Dollars (\$285,000.00), to it in hand paid at and before the sealing of these presents by DONNIE B. MALPHRUS and W. RALPH WOODIE, whose address is P. O. Box 488, Hardeeville, South Carolina 29927 ("Grantees"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantees, their heirs and assigns, the following described property:

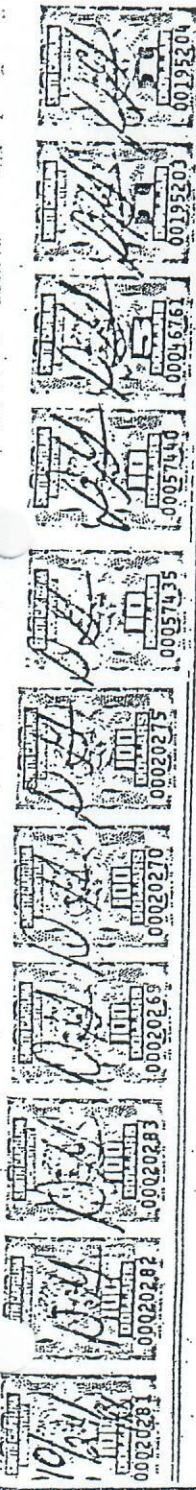
COUNTY FEE COLLECTED  
\$ 312.50 Two  
JASPER COUNTY, S. C.

Tract One

All that certain piece, parcel or tract of land lying, being and situated in Jasper County, South Carolina, containing 380 acres, more or less, being more fully shown on a plat made by George A.Z. Johnson, Jr., dated September 14, 1988, recorded in the Office of the Clerk of Court for Jasper County in Plat Book 18 at page 270, being more particularly described as follows:

BEGINNING at a point on the west right-of-way line of U.S. Highway 278, said point being on the south line of a road at its intersection with U.S. Highway 278 and also being approximately 700.00 feet north of the intersection of Road S 27-389 and U.S. Highway 278; thence, leaving the west right-of-way line of U.S. Highway 278, N 68°00' W 574.20 feet; thence S 51°30' W 684.25 feet to a point on the south right-of-way line of Road S 27-389; thence along said right-of-way line N 54°43' W 1734.81 feet; thence leaving said right-of-way line N 51°50' E 1163.02 feet; thence N 40°15' W 458.70 feet; thence S 55°30' W 1294.92 feet; thence N 39°10' W 1725.24 feet; thence N 47°34' E 3453.12 feet; thence N 89°40' E 2016.96 feet to a point on the west right-of-way line of U.S. Highway 278; thence, along said road right-of-way line, in a southerly direction 4650.00 feet, more or less to the point of BEGINNING, containing 380 acres, more or less.

Being a portion of the property conveyed to Georgia-Pacific Corporation from Holly Hill



93-1777

Lumber Company by deed dated the 27th day of December, 1985, identified therein as Tract One, and recorded the 14th day of January, 1986 in the aforesaid office in Deed Book 89 at page 1017.

Tract 2

All that certain piece, parcel or tract of land lying, being and situated in Jasper County, South Carolina, containing 1.06 acres, more or less, being a strip of land 50 feet on each side of the centerline of the road bed of Seaboard Coast Line Railroad Company, former track between Charleston, South Carolina and Savannah, Georgia, the centerline being more particularly described as follows:

Beginning at a point in the fourth line of Tract One of this conveyance, said point being referenced N 51°50' E 725.00 feet, more or less, from a point on the south right-of-way line of Road S 27-389; thence in a northeasterly direction to a point in the fifth line of Tract One of this conveyance, said point being referenced N 40°15' W 200.00 feet, more or less, from the fifth corner of Tract One of this conveyance, containing 1.06 acres, more or less.

Being a portion of the property conveyed to Georgia-Pacific Corporation from Holly Hill Lumber Company by deed dated the 27th day of December, 1985, identified therein as Tract Two, and recorded the 14th day of January, 1986 in the aforesaid office in Deed Book 89 at page 1017.

SUBJECT, HOWEVER, to any and all easements, restrictions, covenants or other matters of record.

TOGETHER with all and singular the rights, privileges, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD unto the said Grantees, their heirs and assigns, forever.

And the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said Grantees, their heirs and assigns, against itself and its successors.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Vice President and Assistant Secretary, and its corporate seal to be hereto affixed this 12th day of October, in the year of our Lord One Thousand Nine Hundred

STATE OF SOUTH CAROLINA  
COUNTY OF JASPER

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that GEORGIA-PACIFIC CORPORATION ("Grantor") in consideration of the sum of Forty-Three Thousand Four Hundred Fifty-Five and No/100 Dollars (\$43,455.00), to it in hand paid at and before the sealing of these presents by MARION MCMILLAN, whose address is 2950 Baker Ridge Drive, Atlanta, Georgia 30318 ("Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, his heirs and assigns, the following described property:

All that certain piece, parcel or tract of land lying, being and situated in Jasper County, South Carolina, containing 57.94 acres, more or less, being more fully shown on a plat made by George A. Z. Johnson, Jr., Inc., dated July 13, 1987, recorded in the Office of the Clerk of Court for Jasper County in Plat Book 18 at page 54.

Being a portion of the property conveyed to Georgia-Pacific Corporation from Holly Hill Lumber Company by deed dated the 27th day of December, 1985, and recorded the 14th day of January, 1986 in the aforesaid office in Deed Book 89 at page 1017.

COUNTY FEE COLLECTED  
\$ 47.50  
JASPER COUNTY, S. C.

Vertical stamp: CLERK OF COURT, JASPER COUNTY, S.C. Includes a circular seal and various administrative markings.

SUBJECT, HOWEVER, to any and all easements, restrictions, covenants or other matters of record.

TOGETHER with all and singular the rights, privileges, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns, forever.

And the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against itself and its successors.

CK 10.00 Pitman (send to Solomons) 20514

213-052

DEED PREPARED TITLE NOT EXAMINED

FILED BOOK 213 PAGE 52-56

2000 JAN 20 AM 11:47

STATE OF SOUTH CAROLINA )

COUNTY OF JASPER )

TITLE TO REAL ESTATE JUDGE CLERK COURT/RMC JASPER COUNTY SC

KNOW ALL MEN BY THESE PRESENTS, I, HAROLD S. PITTMAN in the State aforesaid for and in consideration of the sum of FIVE and NO/100 (\$5.00) Dollars, Love and Affection to me paid by HAROLD S. PITTMAN and HELEN DILLS-PITTMAN, for and during their natural lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever, in fee simple, together with every contingent, remainder and right of reversion, in the State aforesaid, County of Jasper the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, by these presents do grant, bargain, sell and release unto the said HAROLD S. PITTMAN and HELEN DILLS-PITTMAN, for and during their natural lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever, in fee simple, together with every contingent, remainder and right of reversion, the following described property, to-wit:

All that certain piece, parcel or tract of land situate, lying and being in Jasper County, South Carolina, containing two thousand three hundred forty and eight tenths (2,340.8) acres, more or less, and being bound and described as follows: On the North by U.S. Highway 278, lands of Weldon E. Wall and Good Hope Corporation; on the East by U.S. Highway 278, lands of Good Hope Corporation, Gillean Corporation, and Garbade; on the south by lands of Garbade, Brantley, Heyward, Gillean Corporation, and Chelsea Plantation; and on the West by lands of Chelsea Plantation, Continental Can Company, Dean, and Weldon E. Wall.

The above described property is designated as Parcel "A" on a plat prepared by Neils Christensen, Registered Surveyor, dated February 2, 1973, said plat being recorded in the Office of the Clerk of Courts for Jasper County, South Carolina in plat book 12 at page 367.

213 053

LESS AND EXCEPTING: 6.25 acres more particularly described in a deed recorded in the Office of the Clerk of Court for Jasper County in Deed Book 182 at page 316.

DERIVATION: This is the same property conveyed to the Grantee by deed recorded in the Office of the Clerk of Court for Jasper County, South Carolina in Deed Book 90 at page 2100.

TSM

ALSO, all that certain piece, parcel or tract of land, with improvements situate, lying and being in Jasper County, South Carolina, containing two hundred seventy acres more or less, and described on a plat prepared by R.L. Sensenback, Registered Land Surveyor, dated September 14, 1975 and recorded in the office of the Clerk of Courts for Jasper County in plat book 13 at page 353. Said property is more particularly described as follows: On the Northeast, Southeast and South by lands of Harold S. Pittman; and on the Northwest by lands this date being conveyed from the Clerk of Courts for Jasper County to Mary B. Wilcox.

It is understood that the northwest line shall be a straight line running through two trees as shown on said plat to-wit: On West of the \_\_\_\_\_ and one located on a road as shown on said plat.

Also, A twenty (20) foot easement for the right in ingress and regress in and to the above described property running for U.S. Highway 278 to the north corner of said property in a straight line parallel with the northeastern line of said property for a distance of approximately 2100 feet.

DERIVATION: This is a portion of the property conveyed to the Grantee by deed recorded in the Office of the Clerk of Court for Jasper County, South Carolina in Deed Book 69 at page 435.

TSM

GRANTEE'S ADDRESS: Harold S. Pittman and  
Helen Dills-Pittman

213-054

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

To Have and to Hold all and singular the premises before mentioned unto the said HAROLD S. PITTMAN and HELEN DILLS-PITTMAN, for and during their natural lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever, in fee simple, together with every contingent, remainder and right of reversion, their heirs and assigns forever.

And I do hereby bind myself and my heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said HAROLD S. PITTMAN and HELEN DILLS-PITTMAN, for and during their natural lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever, in fee simple, together with every contingent, remainder and right of reversion, their heirs and assigns, against me and my heirs and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my hand and seal this 19<sup>th</sup> day of January, in the year of our Lord two thousand and in the two hundred and twenty-third year of Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered  
In the Presence of:

*[Signature]*  
*[Signature]*

*[Signature]* (L.S.)  
HAROLD S. PITTMAN



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF JASPER )

213 055

PERSONALLY appeared before me the undersigned and made oath that he/she saw  
the within named HAROLD S. PITTMAN, sign, seal and as his act and deed, deliver the  
within written Title to Real Estate for the uses and purposes therein mentioned, and that  
he/she with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
19<sup>th</sup> day of January, 2000.

Ron DWD  
Notary Public for South Carolina  
My Commission Expires: 10, 20, 2003

Mary O'Brien

The within instrument has been transferred  
this 25<sup>th</sup> day of Jan 2000 at  
2 o'clock P M., and recorded

in Transfer Book 2 Page 351  
in Assessor's Office. Tax Map No. 084-20-02-001  
Transfer No. 10-27-01

Paula D. Walker  
JASPER COUNTY, S.C.

THE STATE OF SOUTH CAROLINA

25-220

TO ALL TO WHOM THESE PRESENTS SHALL COME OR BE MADE KNOWN:

Or whom the same may in anywise concern, I, Mary C. Corporation, Clerk of Courts

of the County of Jasper

in the said State—SEND GREETING;

WHEREAS, The Citizens & Southern National Bank, Plaintiff,

on or about the 25th day of October in the year one thousand nine hundred and seventy-four did exhibit its Complaint in the County of Jasper against Weldon E. Wall, American Bank and Trust Company, Federal Deposit Insurance Corporation, Brunswick Pulp & Paper Company, Defendants.

(Judgment Roll No. 7743)

And the Court, being at issue before the Honorable the Court aforesaid, came on to be heard on the 26th day of June one thousand nine hundred and seventy-five when the said Court, after a full hearing thereof, and mature deliberation in the presence, Did Order, Adjudge and Direct that the premises described in said complaint

should be sold at public auction by the Clerk of Courts for Jasper County in the terms and for the purposes mentioned in said Decreeal Order, it by reference thereto,

on file in the said Court, will appear; and the said Clerk of Courts for Jasper County after having duly advertised the said premises

on the 3rd day of September in the year of our Lord one thousand nine hundred and seventy five, DID then, openly and publicly, and according to the custom of auction, sell and dispose of the said premises described in said complaint

whereunto, unto Mary B. Wilcox

for Two Hundred Ninety Three Thousand and 00/100ths (\$293,000.00) Dollars

being at that price the highest bidder for the same.

NOW KNOW ALL MEN, That I, the said Mary C. Corporation, Clerk of Courts for Jasper County, by direction of Mary B. Wilcox, the premises and also in consideration of the sum of One Hundred Thousand and 00/100ths (\$100,000.00) Dollars paid me by the said Harold S. Pittman the receipt whereof is hereby acknowledged, HAVE granted, bargained, sold and released, and by these Presents, DO grant, bargain, sell and release unto the said Harold S. Pittman

and His heirs and assigns,

All that certain piece, parcel or tract of land, situated, lying and being in Jasper County, South Carolina, containing two hundred and nine (219) acres, more or less, and described on a plat prepared by R. L. Simonson, Registered Land Surveyor, dated September 14, 1975 and recorded in the Office of the Clerk of Courts for Jasper County described on page 258. Said property is more particularly described as follows: On the Northwest, Southeast and South by lands of Harold S. Pittman; and on the Northwest by Jasper County to Mary B. Wilcox. It is understood that the northeast line shall be a forty-eight (48) foot easement for the right of ingress and egress running through two trees as shown on said plat to-wit: the dwelling house and one located on a road as shown on said plat.

ALSO: A twenty (20) foot easement for the right of ingress and egress in and to the above described property running from U. S. Highway 278 to the north corner of said property in a straight line parallel with the northeastern line of said property for a distance of approximately 2100 feet.

This is a portion of the property conveyed to Weldon E. Wall by Good Hope Corporation by deed recorded in the Office of the Clerk of Courts for Jasper County, South Carolina in deed book 69, at page 22.



COUNTY FEE COLLECTED \$ 775.00 JASPER COUNTY, S. C.

TOWELLER with all and singular the rights, tenures, hereditaments and appurtenances whatsoever, to the said premises, or in anywise inheritable, and the revenues and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, duty, possession, property, benefit, claim and demand whatsoever, both at law and in equity, of the said Weldon E. Wall, et al and of all the parties to the said act and of all other persons rightfully claiming or to claim the same, or any part thereof, be from or under them, or either of them.

25-221

STATE OF SOUTH CAROLINA )  
COUNTY OF JASPER )

AFFIDAVIT

213-056

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

1. I have read the information this affidavit and I understand such information.  
2. The property being transferred is located in the County of Jasper, State of South Carolina bearing Jasper County Tax Map Number \_\_\_\_\_ was transferred by HAROLD S. PITTMAN to HAROLD S. PITTMAN and HELEN DILLS-PITTMAN, on 19<sup>th</sup> day of January, 2000.

3. Check one of the following: The deed is  
(a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.  
(b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entry, or is a transfer to a trust or as a distribution to a trust beneficiary.  
(c)  exempt from the deed recording fee because (See Information section of affidavit):  
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

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

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

6. The deed recording fee is computed as follows:  
(a) Place the amount listed in item 4 above here: \$ 5.00  
(b) Place the amount listed in item 5 above here: .00  
(If no amount is listed, place zero here.)  
(c) Subtract Line 6(b) from Line 6(a) and place result here: \$ 5.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$0.00

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

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

SWORN to before me this  
19<sup>th</sup> day of January, 2000  
Rene D. Williams  
Notary Public for Notary Public  
My Commission Expires:

Harold S. Pittman  
HAROLD S. PITTMAN

DEED BOOK 213 PAGE 193  
DATE 1-25-00  
Harold S. Pittman  
AUDITOR JASPER COUNTY SC

30-351

State of South Carolina,  
COUNTY OF JASPER

Know All Men by These Presents, That I, WELDON E. WALL

in the State aforesaid, ----- for and ----- in consideration of the  
sum of FOUR HUNDRED THOUSAND AND 00/100ths (\$400,000.00) Dollars

paid by HAROLD S. PITTMAN  
in the State aforesaid

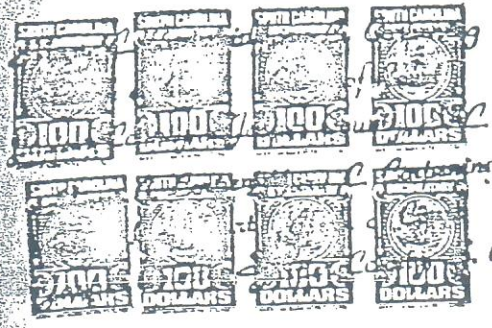
have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said  
HAROLD S. PITTMAN, his heirs and assigns, the following described property,  
to-wit:

All that certain piece, parcel or tract of land situate,  
lying and being in Jasper County, South Carolina,  
containing two thousand three hundred forty and eight  
tenths (2,340.8) acres, more or less, and being bound  
and described as follows: On the North by U. S. Highway  
278, lands of Weldon E. Wall and Good Hope Corporation;  
on the East by U. S. Highway 278, lands of Good Hope  
Corporation, Gillean Corporation, and Garbade; on the  
South by lands of Garbade, Brantley, Heyward, Gillean  
Corporation, and Chelsea Plantation; and on the West by  
lands of Chelsea Plantation, Continental Can Company,  
Dean, and Weldon E. Wall.

The above described property is designated as Parcel "A"  
on a plat prepared by Neils Christensen, Registered  
Surveyor, dated February 2, 1973, said plat being recorded  
in the Office of the Clerk of Courts for Jasper County,  
South Carolina in plat book 12 at page 367.

This is a portion of the property conveyed to Weldon E. Wall by  
Good Hope Corporation by deed recorded in the Office of the Clerk  
of Courts for Jasper County, South Carolina in deed book 69 at page  
435, and is that property described in a Contract of Sale between  
the Grantor and Grantee dated December 18, 1972, and recorded in  
the Office of the Clerk of Courts for Jasper County, South Carolina  
in deed book 70 at page 99.

10-251  
70-351



COUNTY FEE COLLECTED  
\$ 440.00 Fee  
JASPER COUNTY, S. C.

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

To HAVE AND TO HOLD all and singular the premises before mentioned unto the said

HAROLD S. PITTMAN, his

Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, Executors

and Administrators, to warrant and forever defend all and singular the said premises unto the said

HAROLD S. PITTMAN, his

Heirs and Assigns, against me and my Heirs and against every

Person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this 3rd day of May

in the year of our Lord one thousand nine hundred and seventy-three

and in the one hundred and ninety-seventh year of the Sovereignty

and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

*Weldon E. Wall*  
*Randy S. Clemmer*

*Weldon E. Wall* (SEAL)  
WELDON E. WALL (SEAL)

70-351

Address:

2308 Robin Crest Drive  
West Columbia, S.C.

State of South Carolina,

County of JASPER

WELDON E. WALL

TO

HAROLD S. PITTMAN

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at 2:45 P. M. o'clock on the 5 day of May 19 73 and was immediately entered upon the proper indexes and duly recorded in Book 70 of Deeds, page 351

Mary C. Copansing  
Clerk of Court of Common Pleas and General Sessions  
for Jasper County, S. C.

I hereby certify that the within Deed has been this 9<sup>th</sup> day of

May, A. D. 1973, Recorded in Book 70 of Deeds, page 31

Evelyn Spiney Auditor  
for Jasper County

The E. L. Bryan Company, Columbia, S. C.

GRANTOR ADDRESS: \_\_\_\_\_

858

GRANTOR S.S. #: \_\_\_\_\_

GRANTEE ADDRESS: Route 1, Box 18-A  
Ridgeland, South Carolina 29936

GRANTEE S.S. #: 245-42-3551

# State of South Carolina,

COUNTY OF JASPER.

**Know All Men by These Presents.** That WE, W.I. PITTMAN and JIMMY L. PITTMAN,  
(hereinafter whether singular or plural the "Grantor")

FILED  
133 262  
APR 2 1968  
CLERK OF COURTS  
JASPER COUNTY  
SOUTH CAROLINA  
T. Rivers pd 5/1/68

in the State aforesaid, for and in consideration of the  
sum of One Dollar (\$1.00) ----- Dollars  
to the Grantor paid by HAROLD S. PITTMAN (hereinafter  
whether singular or plural the "Grantee") has granted, bargained, sold and released, and by these presents does grant,  
bargain, sell and release unto the said Grantee the following described property.

SEE PROPERTY DESCRIPTION ATTACHED, EXHIBIT "A".

133 262

**EXHIBIT "A"**

"ALL that certain piece, parcel or tract of land situate, lying and being in Jasper County, South Carolina, containing Two Thousand Three Hundred Forty and Eight-tenths (2,340.8) acres, more or less, and being bound and described as follows: on the NORTH by U.S. Highway 278, lands of Weldon E. Wall and Good Hope Corporation; on the EAST by U.S. Highway 278, lands of Good Hope Corporation, Gillean Corporation, and Garbade; on the SOUTH by lands of Garbade, Brantley, Heyward, Gillean Corporation, and Chelsea Plantation; and, on the WEST by lands of Chelsea Plantation, Continental Can Company, Dean, and Weldon E. Wall."

The above described property is designated as Parcel "A" on a plat prepared by Neils Christensen, Registered Surveyor, dated February 2, 1973, said plat being recorded in the Office of the Clerk of Court for Jasper County, South Carolina, in Plat Book 12 at Page 367.

This being our interest in that property conveyed to us by Deed of Harold S. Pittman and recorded in the Office of the Clerk of Court for Jasper County, South Carolina, in Deed Book 90 at Page 2100.

133 264



133 263

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee,

HAROLD S. PITTMAN, HIS

Heirs and Assigns forever.

And the Grantor does hereby bind THEMSELVES AND THEIR Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Heirs and Assigns, against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of the Grantor this 12th day of December in the year of our Lord one thousand nine hundred and ninety-one and in the two hundredth and fifteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

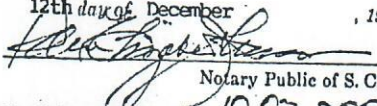
*Robert Reed*  
*John Christopher Johnson*

*W. J. Pittman* (SEAL)  
W. J. PITTMAN  
*Jimmy L. Pittman* (SEAL)  
JIMMY L. PITTMAN

STATE OF SOUTH CAROLINA. }  
JASPER COUNTY. }

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

SWORN to before me this

12th day of December, 1991  
 (L.S.)  
Notary Public of S. C.  
My Commission Expires: 10.03.2000

  
Witness

133 265

State of South Carolina,

County of JASPER

W. I. PITTMAN and JIMMY L. PITTMAN

TO

HAROLD S. PITTMAN

**TITLE TO REAL ESTATE**

I hereby certify that the within Deed was filed for record  
in my office at M. o'clock on the  
19 day of  
and was immediately entered upon the proper indexes  
and duly recorded in Book 133 of Deeds,  
page 266

Clerk of Court of Common Pleas and General Sessions for  
County, S.C.

I hereby certify that the within Deed has been this

May 13 day of  
1933 A. D. 1933 Recorded in  
Book 133 of Deeds, page 428  
Rayed Hulme Auditor  
for Jasper County

The R. L. Ryan Company, Columbia, S. C.

133 266

The within instrument has been transferred  
this 16th day of May 1934 at  
9:50 o'clock A. M., and recorded  
in Transfer Book 2 Page 200  
In Assessor's Office, Tax Map No. 084-00-02-001  
Transfer No. 94-27-280  
Howard H. Mahon  
JASPER COUNTY, S.C.

200200030097

Filed for Record in  
JASPER COUNTY

BARBARA BUSSTICK

04-12-2002 At 10:09 AM.

DEED

10.00

**RIGHT OF WAY GRANT**

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to me (us) in hand paid by ~~South Carolina Pipeline Corporation~~ (a South Carolina corporation), the receipt of which is hereby acknowledged, at and before signing and sealing of these presents, and the additional consideration hereinafter set forth, to be paid before the first pipe is laid to Harold S. Pittman and Helen Dills Pittman, hereinafter called "Grantor" (whether one or more), Grantor does hereby grant, bargain, sell and convey to South Carolina Pipeline Corporation, its successors and assigns forever, hereinafter referred to as "Grantee", a right of way and easement fifty five (55') feet in width, over such route as Grantee has selected to lay, construct, excavate for, maintain, inspect, operate, protect, repair, renew, remove, or replace a pipeline or lines of similar or different size and appurtenances (including but not limited to metering facilities, regulating facilities, valve facilities, fences, gates, concrete pads, cathodic protection, etc.), and communication facilities (including but not limited to cables, optical fiber telemetry facilities, etc.) for the transportation of gas, oil, petroleum products, water, or any other liquid, gases or other substances which can be transported through a pipeline, over, under, upon, through and across the following described lands owned by Grantor and situated in the County of Jasper and State aforesaid: A tract of land containing 2,340.8 +/- acres more or less and being the same land conveyed to grantor by deed of Harold S. Pittman dated January 19, 2000 recorded in the Register of Deeds Office for Jasper County in deed book 213, at page 052 and also being that same land conveyed to Harold S. Pittman by deed recorded in Jasper County Register of Deeds Office in deed book 90, at page 2100.

Said property is located off the road SC 336, east of its intersection with road S-27-13 Ridgeland, SC.

Right of Way is shown on survey entitled South System Loop prepared by Glenn Associates Surveying, Inc. for South Carolina Pipeline Corporation dated November 2001. A copy of said survey will be recorded in the RMC office of the above referenced county upon completion of construction.

TOGETHER also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof, and to do whatever may be requisite for the enjoyment of the rights herein granted.

GRANTEE may install post or markers where practicable indicating the course of any pipeline.

GRANTEE will lay its pipeline or lines and communication lines at a sufficient depth under the surface of the ground, insofar as is practicable, so as not to interfere with the ordinary cultivation of the premises.

TOGETHER also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees that may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's(s) said lands for all the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

THE rights herein granted may be assigned in whole or in part.

RESERVING however, to Grantor the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further, that Grantor shall not plant trees, build, create, or construct, nor permit others to plant trees, build create or construct, any road (excepting cross roads) or any building or other structure or obstruction within the width of said right-of-way.

AND it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Twenty Eight Thousand Eight Hundred & 00/100 Dollars (\$28,800.00) within sixty days from the date of this agreement. If said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

GRANTEE'S rights shall be subject to the lien of and in accordance with the provisions of the Indenture of Mortgage dated December 1, 1977, from South Carolina Pipeline Corporation to Citibank, N.A., as Trustee, and all other instruments supplemental thereto and amendatory thereof or any other mortgage instrument covering the property of the Grantee which has been or will be filed for record in the County in which the property covered hereby is situated.

GRANTOR covenants that Grantor has the right to convey the said easement; that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement or right of way, rights and privileges, and that Grantor will execute such further assurances thereof as may be requisite.

TO HAVE AND TO HOLD said easement, rights and rights of way, estates and privileges, unto Grantee, its successors and assigns forever.

ALL rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit, and be binding upon, the heirs, devisees, administrators, executors, successors and assigns of the parties hereto.

*Mr. Pittman reserves the right to speak with the head of construction, to see if he can work out any problems he foresees, before construction starts.*

Instrument  
200200030097  
Volume  
Page  
234  
25

DO NOT WRITE IN THIS SPACE FOR OFFICE USE ONLY

# RECEIPT FOR RIGHT OF WAY PAYMENT

H: System Loop  
1838498  
3164

R/W Number JA 260

Dated April 1, 2002

undersigned hereby acknowledge receipt of timely payment of Twenty Eight Thousand Eight Dollars, (\$ 28,800.00)

for the rights granted to South Carolina Pipeline Corporation, its successors and assigns by easement dated March 26, 2002 recorded in Book 254 at Page 25 in Jasper County to construct, maintain and use across property of the undersigned located in the County aforesaid and State of South Carolina. The undersigned further acknowledges that the easement of way is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

RECEIVED AND DELIVERED IN  
PRESENCE OF:  
My Huggins  
Wm T. Goodwin

GRANTOR (S)  
Harold S. Pittman (SEAL)  
Helen Dills Pittman (SEAL)

STATE OF SOUTH CAROLINA  
COUNTY OF Jasper (INDIVIDUAL PROBATE FORM)

PERSONALLY appeared before me Tony Huggins and made oath that he/she saw the Grantor(s) Harold S. Pittman

I as his act and deed deliver the within easement for the uses and purposes therein mentioned, and that he/she with Wm T. Goodwin in the presence of each other, witnessed the due execution thereof.

before me this 4th day of April 2002 at Jasper (L.S.)  
Wm T. Goodwin  
My commission expires 8/2/11  
Tony Huggins  
(SUBSCRIBING WITNESS SIGNATURE)

STATE OF SOUTH CAROLINA  
COUNTY OF \_\_\_\_\_ (CORPORATE PROBATE FORM)

PERSONALLY appeared before me \_\_\_\_\_ and made oath that he/she saw the Grantor(s) \_\_\_\_\_ by \_\_\_\_\_ its \_\_\_\_\_ witnessed the execution thereof and subscribed the corporate seal, and as the act and therein mentioned, and that he/she with \_\_\_\_\_ as witnesses thereto.

to before me this \_\_\_\_\_ 19 \_\_\_\_\_

DEED BOOK 254 PAGE 29 (SUBSCRIBING WITNESS SIGNATURE)  
DATE 4-19-02  
David Helms  
AUDITOR JASPER COUNTY SC

Instrument Volume Page  
200200030097 254 27

DO NOT WRITE IN THIS SPACE FOR OFFICE USE ONLY

# RECEIPT FOR RIGHT OF WAY PAYMENT

with System loop  
1838 498  
3165

R/W Number JA 260 TWS

Dated April, 2002

The undersigned hereby, acknowledge receipt of timely payment of One Thousand Two Hundred Dollars, (\$ 1,200.00)

for the rights granted to South Carolina Pipeline Corporation, its successors and assigns by easement dated March 26, 2002 and recorded in Book 254 at Page 28 in Jasper County to construct, maintain and lines across property of the undersigned located in the County aforesaid and State of South Carolina. The undersigned further acknowledges that the right of way is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

SEALED AND DELIVERED IN PRESENCE OF:  
One Huggins  
Helen T. Goodwin

GRANTOR (S)  
Harold S. Pittman (SBAL)  
Helen Mills Pittman (SEAL)

STATE OF SOUTH CAROLINA (INDIVIDUAL PROBATE FORM)  
COUNTY OF Jasper

PERSONALLY appeared before me Tom Huggins and made oath that he/she saw the grantor(s) Harold S. Pittman and as his act and deed deliver the within easement for the uses and purposes therein mentioned, and that he/she with William T. Goodwin in the presence of each other, witnessed the due execution thereof.

I came to before me this 4th day of April 2002 (L.S.)  
Public My commission expires 8/2/11

Tom Huggins  
(SUBSCRIBING WITNESS SIGNATURE)

STATE OF SOUTH CAROLINA (CORPORATE PROBATE FORM)  
CITY OF \_\_\_\_\_

PERSONALLY appeared before me \_\_\_\_\_ and made oath that he/she saw the grantor(s) \_\_\_\_\_ by \_\_\_\_\_ its \_\_\_\_\_ witnessed the execution thereof and subscribed the corporate seal, and as the act and therein mentioned, and that he/she with \_\_\_\_\_ witness or witnesses thereto.

I came to before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ (L.S.)  
My Public My commission expires \_\_\_\_\_

(SUBSCRIBING WITNESS SIGNATURE)

© R/W's Receipt 7/94

DEED BOOK 254 PAGE 291  
DATE 4-19-02  
Harold Pittman  
AUDITOR JASPER COUNTY SC

Instrument Volume Page  
R00100030050 254 29

STATE OF SOUTH CAROLINA  
COUNTY OF JASPER

200200030098  
FILED NO. Record 268  
JASPER COUNTY  
MARSHALL BUREAU  
04-12-2002 At 10:05 AM  
OFF: 10.00

### RIGHT OF WAY GRANT FOR TEMPORARY WORK SPACE

29

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to me (us) in hand paid by South Carolina Pipeline Corporation (a South Carolina corporation), the receipt of which is hereby acknowledged, at and before signing and sealing of these presents, and the additional consideration hereinafter set forth, that Harold S. Pittman and Helen Dills-Pittman, hereinafter called "Grantor" (whether one or more), Grantor does hereby grant, bargain, sell and convey to South Carolina Pipeline Corporation, its successors and assigns forever, hereinafter referred to as "Grantee", a temporary right of way and easement containing 0.17 acres, more or less, over such route as Grantee has selected for the purpose of utilizing as temporary work space to lay, construct, excavate for a pipeline and appurtenances (including but not limited to metering facilities, regulating facilities, valve facilities, fences, gates, concrete pads, cathodic protection, etc.), and communication facilities (including but not limited to cables, optical fiber telemetry facilities, etc.) for the transportation of gas, oil, petroleum products, water, or any other liquid, gases or other substances which can be transported through a pipeline on land adjacent to the temporary right of way and easement herein granted. Said temporary easement shall run over, under, upon, through and across the following described lands owned by Grantor and situated in the County of Jasper and State aforesaid: A tract of land containing 12,874 acres, more or less, and being the same land conveyed to Grantor by deed of Harold S. Pittman dated January 19, 2000 and recorded in the Register of Deeds Office for Jasper County in Deed Book 213 at Page 52 and also by deed recorded in Jasper County Register of Deeds office in deed book 90 at page 2100.

Said property is located on the southeastern side of SC 336, southeast of its intersection with Bees Creek Road, Ridgeland, SC. This easement is temporary and will cease to exist at which time the new line is constructed and in service, but no longer than twelve (12) months from the date of execution of this easement.

TOGETHER also with the right to remove or clear trees, underbrush and other obstructions, upon said temporary right of way and the right of entry upon Grantor's(s) said lands for all the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing said lines shall be borne by Grantee.

THE rights herein granted may be assigned in whole or in part. AND it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of ~~Two Hundred Fifty and No/100 Dollars (\$250.00)~~ <sup>One Thousand Two Hundred</sup> within sixty days from the date of this agreement. If said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

GRANTEE'S rights shall be subject to the lien of and in accordance with the provisions of the Indenture of Mortgage dated December 1, 1977, from South Carolina Pipeline Corporation to Citibank, N.A., as Trustee, and all other instruments supplemental thereto and amendatory thereof or any other mortgage instrument covering the property of the Grantee which has been or will be filed for record in the County in which the property covered hereby is situated.

ALL rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit, and be binding upon, the heirs, devisees, administrators, executors, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor(s) has/have hereunto set their hand and seal on this 26<sup>th</sup> day of March, 2002. IT is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of the agreement.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Tony Huggins  
William T. Goodwin

Harold S. Pittman  
HAROLD S. PITTMAN  
Helen Dills-Pittman  
HELEN DILLS-PITTMAN

STATE OF SOUTH CAROLINA )  
COUNTY OF JASPER )  
PERSONALLY appeared before me Tony Huggins and made oath that he/she saw the within-named (Grantor(s) HAROLD S. PITTMAN and HELEN DILLS-PITTMAN sign, seal and by their act deliver the within easement for the uses and purposes therein mentioned, and that he/she with William T. Goodwin in the presence of each other, witnessed the due execution thereof.

SWORN to before me this 26<sup>th</sup> day of March, 2002.

William T. Goodwin (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 8-2-11

Tony Huggins  
(SUBSCRIBING WITNESS SIGNATURE)

200200030098

IN WITNESS WHEREOF, the Grantor(s) has/have hereunto set their hand and seal on this 26<sup>th</sup> day of March, 2002.

IT is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of the agreement.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Tony Huggins  
William T. Goodwin

Harold S. Pittman  
HAROLD S. PITTMAN  
Helen Dills-Pittman  
HELEN DILLS-PITTMAN

STATE OF SOUTH CAROLINA )  
COUNTY OF JASPER )

PERSONALLY appeared before me Tony Huggins and made oath that he/she saw the within-named Grantor(s)

HAROLD S. PITTMAN and HELEN DILLS-PITTMAN sign, seal and by their act the within easement for the uses and purposes therein mentioned, and that he/she with William T. Goodwin in the presence of each other, witnessed the due execution thereof.

SWORN to before me this 26<sup>th</sup> day of March, 2002.

William T. Goodwin (L.S.)  
Notary Public for  
My Commission Expires: 8-2-11

Tony Huggins  
(SUBSCRIBING WITNESS SIGNATURE)

Instrument Volume Page  
200200030097 254 26



THIS PLAT PREPARED AT THE REQUEST OF  
**MONA CHILDERS & BRAD CHILDERS**  
 A BOUNDARY SURVEY OF  
 A PORTION OF TAX MAP # 064-00-09-006,  
 ALSO KNOWN AS "THE FIELDS TRACT"  
 GRAHAMVILLE AREA, JASPER COUNTY, SOUTH CAROLINA

JASPER COUNTY DEVELOPMENT STANDARDS  
**"EXEMPT FOR RECORDING"**  
 DATE: 4/1/05  
 SIGNED: [Signature]



- LEGEND:
- MF - CONCRETE FOUND
  - MS - CONCRETE SET
  - BIS - 3/4" REBAR SET
  - RF - REBAR FOUND
  - IF - IRON PIPE FOUND
  - TP - TELEPHONE PEDESTAL
  - OPL - OVERHEAD POWER
  - NTS - NOT TO SCALE
  - R/W - RIGHT OF WAY
  - M - TAX MAP
  - B - PLAT BOOK
  - D - DEED BOOK
  - OB - POINT OF BEGINNING
  - SP - SPOT ELEVATION
  - CL - CENTERLINE
  - PO - POWER POLE
  - OML - OLD MARKED LINE

REFERENCE:  
 PLAT BOOK 26 PAGE 323

DATE: APR 21, 2005

**TGS LAND SURVEYING**  
 701 SECOND AVENUE  
 P.O. BOX 2023  
 RIDGELAND, S.C. 29936

N/F SCE&G  
 75' RIGHT OF WAY  
 DB 72 PG 291

REMAINING PORTION OF  
 TM# 064-00-09-006  
 N/F GLOVER REAL ESTATE, LLC

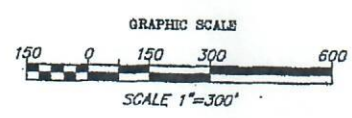
REMAINING PORTION OF  
 TM# 064-00-09-006  
 N/F GLOVER REAL ESTATE, LLC

TOTAL AREA  
 60.89 acres  
 (INCLUDES ANY AREA IN GAS &  
 POWER EASEMENT ON WESTERN SIDE)

REMAINING PORTION OF  
 TM# 064-00-09-006  
 N/F GLOVER REAL ESTATE, LLC

LINE	LENGTH	BEARING
L1	98.04	N73°14'22"E
L2	195.44	N61°04'07"E
L3	98.08	N00°41'34"W
L4	54.11	S0°41'34"E
L5	191.48	S01°40'22"E
L6	94.48	S04°12'16"E
L7	92.56	S07°07'34"E
L8	89.67	S17°43'22"E
L9	126.69	S30°43'07"E
L10	40.60	S30°33'51"E
L11	46.25	S19°27'03"E
L12	97.84	S12°16'01"E
L13	137.62	S12°08'01"E
L14	196.74	S17°35'22"E
L15	66.53	S16°52'31"E
L16	95.32	S21°02'57"E
L17	57.00	S26°26'44"E
L18	53.90	S34°44'52"E
L19	84.57	S38°13'20"E
L20	75.75	S38°20'39"E
L21	81.11	S28°03'27"E
L22	62.76	S10°58'46"E
L23	81.29	S01°42'05"W
L24	51.07	S06°56'32"W
L25	99.21	S09°40'26"W
L26	4.73	S59°40'26"W
L27	226.88	S13°36'00"E
L28	125.83	N13°56'29"W
L29	209.53	S12°00'59"E
L30	268.46	S1°40'14"E
L31	179.68	S03°56'15"W

NOTE: SCE&G R/W ESTABLISHED BY LOCATION  
 OF EXISTING POWER POLES & LINES  
 BY GRAPHICAL DETERMINATION  
 NOTE: This Lot Appears To Lie In A Federal Flood Plain  
 Zone C Minimum Required Elevation NA Ft. NGVD29  
 FIRM # 450112 0150B



200500001272  
 Filed for Record in  
 JASPER COUNTY  
 2005  
 04-04-2005 At 02:10 pm.  
 PLAT 10.00  
 Volume 28 Page 44 - 44

I HEREBY STATE TO THE BEST  
 OF MY KNOWLEDGE, INFORMATION & BELIEF,  
 THE SURVEY SHOWN HEREON WAS MADE  
 IN ACCORDANCE WITH THE REQUIREMENTS  
 OF THE MINIMUM STANDARDS MANUAL  
 FOR THE PRACTICE OF LAND SURVEYING  
 IN SOUTH CAROLINA, AND MEETS OR EXCEEDS  
 THE REQUIREMENTS FOR A CLASS C SURVEY  
 AS SPECIFIED THEREIN.  
 ALSO THERE ARE NO VISIBLE ENCROACHMENTS  
 OR PROJECTIONS OTHER THAN SHOWN.

3-21-05  
 [Signature]

EXHIBIT "A"  
Property Description

All that certain tract of land situated near Grahamville, Jasper County, South Carolina, containing 2,860.64 acres and described as follows:


Bounded now or formerly as follows: On the North by lands of South Carolina Electric and Gas Company; Bounded on the East by lands of M. S. Lowther, et al, by lands of H. S. Pittman and by lands of Plum Creek Timberlands, LP; Bounded on the South by the center line of Glover Road (county maintained), by lands of J. E. Mock, by lands of M. J. Mock, and by lands of J. L. Clements; Bounded on the West by lands of E. L. Wall (Life Estate), by lands of D. P. Lowther, Jr., by the easterly right-of-way line of Road #S-27-174 (66-foot right-of-way), by lands of C. M. Horry, by lands of E. E. Horry, Jr., by lands of L. H. Yates, by lands of E. H. Pinckney, by lands of W. S. and K. W. Malphrus, by lands of Ann Daniel, by lands of K. M. Hodge, by lands of G. S. Rountree, by lands of Daniel Saxon, by lands of W. J. Weaver, III and W. L. Williams, by lands of A. C. Carn, by lands of A. L. Long, by lands of GPI, Inc., by lands of P. A. Moffatt, by lands of F. H. and E. B. Tebeau, by lands of E. P. Garbade, et al, by lands of O. D. Still, by lands of G. L. Tuten, by lands of D. L. Garbade, by lands of Delia Caskey, by lands of W. E. and S. D. Lawton, and by other lands of O. D. Still. All of which is more particularly shown on a plat by T. G. Stanley, Jr., P.L.S., dated April 18, 2003, and recorded in Plat Book 26, Page 323, in the Office of the Clerk of Court for Jasper County.

The property described herein is the remainder of the Marshall Fields Tract conveyed to Westvaco Corporation by KMI Continental Garnett, Inc., by deed dated October 26, 1987, and recorded October 28, 1987, in Deed Book 92, Page 441 in the Office of the Clerk of Court for Jasper County. Note: See Tract #15 in referenced deed.

Being a portion of the same property conveyed by Westvaco Corporation, a Delaware corporation, to MeadWestvaco Forestry, LLC, a Delaware limited liability company, by deed dated December 30, 2002, recorded in the Office of the Clerk of Court for Jasper County on February 10, 2003, in Book 269, Page 31.

This property description was prepared by G. A. Simmons, P.L.S., on April 24, 2003, and is based on deeds and plats of record as referenced above.

G. A. Simmons, P.L.S.  
MeadWestvaco Forestry, LLC  
P. O. Box 1950  
Summerville, SC 29484  
Phone: 843-851-4807  
Fax: 843-821-4044

  
G. A. Simmons S.C./P.L.S. #11368

STATE OF SOUTH CAROLINA )  
COUNTY OF ~~BORCHESTER~~ )  
Jasper

AFFIDAVIT

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by MeadWestvaco Forestry, LLC  
to Glover Real Estate, LLC on April 29, 2003
3. Check one of the following: **THE DEED is**
  - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (c) EXEMPT from the deed recording fee because (exemptions # \_\_\_\_\_) (Explanation if required) \_\_\_\_\_  
(If exempt, please skip items 4-6 and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$7,116,600.00
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \$ \_\_\_\_\_
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_
5. Check YES \_\_\_\_\_ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_
6. The DEED Recording Fee is computed as follows:
  - (a) \$7,116,600.00 the amount listed in Item 4 above.
  - (b) \_\_\_\_\_ the amount listed in Item 5 above (no amount place zero).
  - (c) \$7,116,600.00 subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as \_\_\_\_\_
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Donald W. Eason Jr.  
Grantor, Grantee, Legal Representative  
connected with this transaction  
Donald W. Eason Jr.  
Print or Type Name Here

SWORN to before me this 28  
day of April 2003.  
Margaret K. Richardson  
Notary Public for South Carolina  
My Commission Expires 2-22-09

DEED BOOK 274 PAGE 335  
DATE 5-7-03  
Harold Wilson  
AUDITOR JASPER COUNTY SC



SUBJECT to those certain Restrictions, Rights, Covenants, Conditions, Easements and/or Rights-of-Way as recorded in said ROD's Office for Jasper County, South Carolina.

This being a portion of the same property conveyed to the Grantor herein by Deed dated April 23, 2003 and recorded in Book 274 at Page 20 in said ROD Office for Jasper County, South Carolina.

This instrument was prepared in the Law Office of Dean B. Bell, LLC, 87 Grays Highway, Ridgeland, SC 29936.

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

**TO HAVE AND TO HOLD** all and singular the Premises before mentioned unto the said **Dondi Wall and Theresa G. Wall as Joint Tenants With Rights of Survivorship and not as Tenants in Common**, their heirs and assigns, forever in fee simple.

**AND** the said Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said Premises unto the said Grantees, their heirs and assigns, against its successors and assigns and any person lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused these Presents to be executed this 12<sup>th</sup> day of April, 2006.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: GLOVER REAL ESTATE, LLC

[Signature]  
1<sup>st</sup> Witness/Non-Notary Witness

By: [Signature]  
Robert Glover, President Member

[Signature]  
2<sup>nd</sup> Witness/ Notary Public

STATE OF SOUTH CAROLINA )  
COUNTY OF JASPER ) ACKNOWLEDGMENT

I, the undersigned Notary Public, do certify that Robert Glover as President of Glover Real Estate, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this the 12<sup>th</sup> day of April, 2006.

[Signature]  
Notary Public for South Carolina

Commission Expires: 10/26/2006

The within instrument has been transferred  
this 18<sup>th</sup> day of April 20 06 at  
11:10 o'clock A M., and recorded  
in Transfer Book 3 Page 552  
in Assessor's Office. Tax Map No. 064-00-09-006  
Transfer No. 6-27-463  
[Signature]  
JASPER COUNTY, S.C.

DEED BOOK 418 PAGE 0066  
DATE 4-18-06  
[Signature]  
ATTEST OR JASPER COUNTY SC

200600004614  
Filed for Record in  
JASPER COUNTY  
PATSYE M GREENE  
09-06-2006 At 09:44 am.  
EASEMENT 12.00  
DR Volume 465 Page 55 - 60

12

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF JASPER ) EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made effective this 25 day of August, 2006 by and between GLOVER REAL ESTATE, LLC, with an address of P.O. Box 220, Bluffton, South Carolina 29910, (the "Grantor") and NINETTE INVESTMENTS, LLC, and JOTTE INVESTMENTS, LLC with an address of 48 Bermuda Pointe Circle, Hilton Head Island, SC 29928 (hereinafter, collectively the "Grantee"), .

WHEREAS, Grantee is acquiring certain real property located in Jasper County South Carolina, consisting of 33.64 acres, more or less and being more accurately depicted on that plat entitled, "A Boundary Survey of Graham Hall Subdivision, Future Use Area, A Portion of TM #064-00-09-006, Grahamville Area, Near Ridgeland, Jasper County, South Carolina", prepared by TGS Land Surveying, Thomas G. Stanley, Jr., PLS (SC #18269), dated March 2, 2005, last revised March 24, 2006, and recorded in the Office of the Clerk of Court for Jasper County, South Carolina in Plat Book 28 at Page 375 (herein "Property"); and

WHEREAS, the Property is set back from public Road S-27-13 and otherwise does not have access to said Road; and

WHEREAS, Grantor is the developer of certain real property contiguous to the Property acquired by Grantee, and as Declarant under a Declaration of Covenants, Conditions and Restrictions encumbering the contiguous property, Grantee has created a subdivision know as Graham Hall on said contiguous property; and

WHEREAS, access to and within Graham Hall is over certain Rights of Way shown on the Plats of record for Graham Hall; and,

WHEREAS, Grantee is desirous of acquiring a perpetual, non-exclusive easement appurtenant over the roads within Graham Hall for the purpose of providing access to the Property (herein "Easement"); and

NOW KNOW THEREFORE BY ALL THESE PRESENTS that Grantor for and in consideration of the mutual obligations, terms and conditions contained herein, and the sum of and No/100 DOLLARS (\$10.00) to it in hand paid at and before the sealing and delivery of these presents by Grantee, the receipt whereof is hereby acknowledged, does hereby grant to the said Grantee, its successors and assigns forever,

200600004614  
MCNAIR LAW FIRM PA  
PO DRAWER 3  
HILTON HEAD, SC 29928

a non-exclusive perpetual easement appurtenant to the property described in Exhibit "A" attached hereto and made a part hereof, which easement is more particularly described as follows:

A non-exclusive perpetual easement over those Rights of Way within Graham Hall known as Graham Hall Road and Graham Hall Drive South for access, to, over, across and through the Property as said Rights of Way are shown on those plats recorded in the Land Records for Jasper County, South Carolina in Plat Volume 28 at Pages 114 and 115 ("Easement Area").

This easement shall be appurtenant to and run with the property described in Exhibit "A" and shall be applicable to and for the use and benefit of said Exhibit "A" property and any portion thereof.

TOGETHER WITH all and singular, the rights, members, hereditaments, and appurtenances to the said easement belonging to, or in anywise incident or appertaining;

The above-described Grant of Easement is made subject to the following terms and conditions:

- a. Easement Area Ownership. In the event Graham Hall Road and Graham Hall Drive South are not made part of the Jasper County roadway system and remain in private hands, Grantor shall have the ability to convey them to the Graham Hall Owners' Association, or, if not, to maintain ownership in Grantor's name (or an affiliate of same). In the event Grantor conveys the roadways to the owners' association as described herein, Grantor shall provide written notice of same to Grantee.
- b. Maintenance Contribution. This Grant of Easement is made subject to Grantee's obligation to make pro rata contributions for maintenance of the Easement Area. "Pro rata" shall be determined by taking the number of parcels upon the benefitted property and adding said number to fifty (50), that being the number of lots within Graham Hall. By way of illustration, and not limitation, if the benefitted property remains a single parcel, Grantee shall only be obligated to contribute one fifty-first (1/51) of the maintenance cost, and if the benefitted property is subdivided into 4 parcels, the contribution from the benefitted parcel shall be one fifty-fourth (4/54), etc. Grantor, its successors or assigns, shall be obligated to provide Grantee an invoice for any contribution due from Grantee before any contribution from Grantee shall become due.
- c. Benefit and Burden: Real Covenants. The easement and terms incorporated and set forth herein shall run with the land, shall inure to the benefit of, and be binding upon the successors, successors-in-title, heirs and assigns of the parties hereto, shall remain in full force and effect for the term specified herein and shall be unaffected by any change in ownership of the Property, or by any change of use of the Property or other circumstances, except as otherwise expressly provided in this Agreement. Each of the rights created under this Agreement shall be specifically enforceable in a court of equity, all parties hereto recognizing and agreeing that damages at law will be inadequate. The rights granted herein shall further benefit not only the parties hereto, but also their tenants, customers, business guests, licensees and invitees of each of the foregoing. Further, the easement as granted herein shall be now and forever appurtenant to the Property. The easement granted herein is intended to be transferable with the property benefitted because said easement is essentially necessary to the use of the property benefitted.



- d. Termination Upon Dedication. In the event, and upon, dedication by Grantor or Grantor's successors of the Graham Hall Rights of Way to Jasper County or another governmental entity, this Easement Agreement shall terminate and shall be of no further force and effect.
- e. Notices. All notices and elections permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice or election, and shall be delivered personally, or sent by registered or certified mail to the party entitled to receive such notice or election. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice or election. Unless notice of change of address is given by one of the parties hereto, notices mailed to the addresses above shall constitute property notice hereunder.
- f. Miscellaneous. All references herein to the "owner" of property shall be deemed to refer to all of the owners of the property referred to, or any one of said owners as the context requires, it being the intention of the parties that the easements and restrictions hereby created shall run with the land and be enforceable by the owner(s) of all or any portion of the property benefitted by said easements and restrictions. In the event any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof. This Agreement may not be modified except by written modification, executed by all parties hereto. All titles or captions of the paragraphs set forth in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. This Agreement shall be construed, governed and interpreted in accordance with the laws of South Carolina.

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

[signature pages to follow]



IN WITNESS WHEREOF, Grantee has caused these presents to be executed in its name this 25 day of August in the Year of our Lord Two Thousand and Six and in the Two Hundred and Thirty-First Year of the Sovereignty and Independence of the United States of America.

WITNESSES:

NINETTE INVESTMENTS, LLC

*[Handwritten Signature]*

By: *[Handwritten Signature]*

*[Handwritten Signature]*

JOTTE INVESTMENTS, LLC

By: *[Handwritten Signature]*

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

I, the undersigned notary, do hereby certify that Bruce D. Raw, as Manager of Ninette Investments, LLC., and Bruce D. Raw, as Manager of Jotte Investments, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 25 day of August, 2006.

SWORN to before me this 25 day of August, 2006.

*[Handwritten Signature]*  
Notary Public for South Carolina My Commission Expires July 18, 2011  
My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land containing 33.64 acres, more or less and being more accurately depicted on that plat entitled, "A Boundary Survey of Graham Hall Subdivision, Future Use Area, A Portion of TM #064-00-09-006, Grahamville Area, Near Ridgeland, Jasper County, South Carolina", prepared by TGS Land Surveying, Thomas G. Stanley, Jr., PLS (SC #18269), dated March 2, 2005, last revised March 24, 2006, and recorded in the Office of the Clerk of Court for Jasper County, South Carolina in Plat Book 28 at Page 375.

A Portion of TM# 064-00-09-006

PLAT BOOK 465 PAGE 0103  
DATE 9-13-06  
Hazel Holmes  
CLERK OF COURT JASPER COUNTY SC

721291

COUNTY OF JASPER

KNOW ALL MEN BY THESE PRESENTS, that Continental Can Company, Inc., a Corporation of the State of New York, hereinafter sometimes referred to as "Grantor" in consideration of the sum of TWENTY THOUSAND, EIGHT HUNDRED & NO/100-----Dollars to it in hand paid at and before these presents, by South Carolina Electric & Gas Company, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto said South Carolina Electric & Gas Company, hereinafter sometimes referred to as "Grantee," all its right, title and interest in and to all that certain piece, parcel or strip of land, situate, lying and being in Jasper County, State of South Carolina, measuring varying widths and varying lengths as hereinafter sometimes referred to as "Premises," said Premises crossing the tracts of land of the Grantor known as the Marshall Field, H. N. Slater, and R. E. Carter Tracts situate in Jasper County, State of South Carolina. The Premises being described as follows:

The right of way begins at the Tullifinny River and is an additional 95 feet in width located adjacent to, parallel with, and east of an existing 50-foot South Carolina Electric & Gas Company right of way, extending for 10,907.3 feet, more or less; thence the right of way crosses the said existing 50-foot S. C. Electric & Gas Company right of way and continues for 2,552.9 feet, more or less, remaining 95 feet in width, being adjacent to, parallel with, and on the west side of the said existing S.C. Electric & Gas Company 50-foot right of way. Thence the right of way leaves Grantor's land continuing in a generally southerly direction across the land of Southern Land Mineral Company and continues across many tracts in Jasper County. The right of way enters Grantor's land once again from the land of Douglas Orr, near S.C. Highway S-27-13, being 100 feet in width, adjacent to, and parallel with an existing Central Electric Cooperative right of way; the right of way extends for 2,872 feet, more or less, thence crosses the land of Hugh Hughes and once again enters Grantor's land continuing to Highway 278. Thence the right of way again leaves Grantor's land and continues in a generally southerly direction across many other tracts in Jasper County and once again enters Grantor's land from the land of Marie R. Nimmer near the intersection of U.S. Highway 278 and S.C. Highway 29 to Ridgeland. The right of way being 75 feet in width, is located adjacent to, parallel with, and on the east side of an existing 50-foot S.C. Electric & Gas Company right of way and extends for 8,848 feet, more or less onto the land now or formerly of Miss Jane Felder.

The Premises are all shown on the Grantee's Drawings Numbers CP-16167 and CP-16135, which by reference are made a part hereof.

Grantor expressly reserves for itself, its successors and Assigns, all mineral rights to the Premises and the right to cross and recross, and to construct and maintain ditches, pipelines, roads and streets across the Premises provided such ditches, pipelines, roads and streets are constructed so they cross said Premises at approximately right angles in such manner as not to unreasonably interfere with or endanger Grantee's transmission lines and pipelines hereinafter referred to.

72.271  
Evidance is made to the Grantee subject to covenants,

assessments, restrictions and reservations of record and such state of facts as an accurate survey or an inspection of the Premises might disclose, and for so long as grantee uses the said Premises for the purpose of erecting and maintaining wires, poles and supporting structures for the transmission of electric energy and also for the purpose of placing thereon a line of pipe for the transportation of gas, oil, petroleum products or any other liquids, gasses or substances which can be transported through a pipeline, provided, however, that in the event the Grantee herein, its successors or Assigns, ceases to use the said lands for the aforesaid purpose or purposes, then and in that event the said lands shall revert to the Grantor herein, its successors or Assigns.

Grantee by the acceptance hereof covenants and agrees as follows:

1. To take all reasonable precaution to prevent fire and drainage hazards to Grantor's tract in its use of the Premises and shall assume all responsibility for fire and drainage damages caused by it, its agents, contractors or employees.

2. To be wholly and solely responsible for all of Grantee's operations on the Premises and any and all damages done or caused by its operations to persons or property, and Grantee shall save and hold harmless Grantor, its successors and Assigns, from all liability, loss and expense arising out of Grantee's use of said Premises, except such damage as may be caused by Grantor's servants, agents or sub-contractor's sole negligence.

Grantor covenants that Grantee, its agents and employees shall at all times have full and free ingress and egress from the Premises over such roads as may exist on Grantor's tract; any damage resulting to such roads from such use thereof by the Grantee shall be repaired by Grantee at its own cost and expense, and if there are no roads reasonably convenient to the Premises, Grantee may construct and efficiently maintain roads to the Premises, however, such roads shall not be constructed except at such location and upon such terms and conditions as may be mutually agreed upon by the parties hereto. The Grantee may also from time to time remove or

20291

clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all the purposes aforesaid.

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

TO HAVE AND TO HOLD subject to the aforesaid covenants, restrictions and reversion, and any rights of third parties created by covenants, easements, restrictions and reservations of record, if any, so far as the same are in force and affect the Premises, all and singular the said Premises before mentioned unto the said South Carolina Electric & Gas Company, their successors and Assigns forever. And the said Grantor does hereby bind itself and its successors, to warrant and forever defend all and singular the said Premises unto the said South Carolina Electric & Gas Company, its successors and Assigns, against itself and its successors and Assigns.

Grantee's rights shall be subject to the lien of the mortgage indenture dated January 1, 1945, and supplements thereto, entered into between Grantee and Central Hanover Bank and Trust Company (now Manufacturers Hanover Trust Company) which mortgage indenture is recorded in the office of the R.M.C. or Clerk of Court in the County and State aforesaid.

IN WITNESS WHEREOF, Continental Can Company, Inc. has caused these presents to be executed in its name by L. F. Kalmar

its Vice President and by J. E. Barrett its Assistant Secretary and its corporate seal to be hereto affixed this fourth day of April in the year of our Lord, one thousand, nine hundred and seventy-four, and in the one hundred and ninety-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in Presence of

CONTINENTAL CAN COMPANY, INC. (Seal)

Louise B. Cochran Witness  
E. R. Manning, Jr. Witness

By L. F. Kalmar  
L. F. Kalmar, Vice President & General Manager  
J. E. Barrett  
J. E. Barrett, Asst. Secretary

The within instrument has been filed this 24 day of June 1974 at 9:55 A.M. and recorded in Book 12 Page 291  
Walter C. Compagnon  
C. C. of P. & G. S. Jasper County, S.C.

The State of NEW YORK  
COUNTY OF NEW YORK

PERSONALLY appeared before me E.R. Manning, Jr. who, in oath, says that he saw the within-named Continental Can Company, Inc., by L. F. Kalmar its Vice President and J. E. Barrett its Asst. Secretary sign the within Deed, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with Louise B. Cochran witnessed the execution thereof.

E. R. Manning, Jr.  
Witness

SWORN to before me, this 4th day of April, A.D. 1974.

John Francis [Signature] (Seal)  
Notary Public, N.Y. JOHN FRANCIS [Signature]  
Notary Public, N.Y.

My Commission Expires: \_\_\_\_\_



COUNTY FEE COLLECTED  
\$ 23.10  
JASPER COUNTY, S. C.



PARCEL D

McNair  
LWM

Prepared by:

This document was prepared by  
McNair Law Firm, P.A. (SFR)  
5 Belfair Village Drive  
Bluffton, SC 29910  
(843) 815-2171

200500001273  
Filed for Record in  
JASPER COUNTY  
2003  
04-04-2005 At 02:10 pm.  
DEED 1814.75  
Volume 316 Page 59 - 63

200500001273  
2003  
CLERK OF COURT \$  
JASPER COUNTY  
04-04-2005 02:10 pm.  
REC FEE: 11.00  
STATE TAX \$ 1267.50  
LOCAL TAX \$ 536.25

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF JASPER )

Instrument Volume Page  
200500001273 316 59  
**TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS, THAT Glover Real Estate, LLC , hereinafter "Grantor", in the State aforesaid for and in consideration of the sum of **FOUR HUNDRED EIGHTY SEVEN THOUSAND ONE HUNDRED TWENTY and 00/100 DOLLARS (\$487,120.00)**, to it in hand paid at and before the sealing of these presents by **Bradford L. Childers and Ramona W. Childers**, hereinafter "Grantees", whose address is 1181 Joe Sumner Road, Ashburn, GA 31714, in the State aforesaid the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said **Bradford L. Childers and Ramona W. Childers**, as joint tenants with the right of survivorship and not as tenants in common, their Heirs and Assigns forever, the following described property:

All that certain tract of land, containing 60.89 acres, more or less, being a portion of the property known as "The Fields Tract" situated near Grahamville, Jasper County, South Carolina, described as follows:

Bounded, now or formerly as follows: on the North by lands of South Carolina Electric and Gas Company; bounded on the East and South by lands, now or formerly, of Glover Real Estate, LLC, and bounded on the West by the right-of-way for S.C. Road S-27-174; all of which is more particularly shown on plat entitled "A Boundary Survey of a Portion of Tax Map #064-00-09-006, also known as "The Fields Tract" Grahamville Area, Jasper County, South Carolina" dated March 21, 2005, prepared by TGS Land Surveying, certified by Thomas G. Stanley, Jr., P.L.S (SC #18269), and recorded in Plat Book 28 at Page 44 in the Office of the-Clerk of Court for Jasper County, South Carolina. Reference to said plat is incorporated herein as part of this description.

SUBJECT TO, the reservation by Grantor of the right to approve any covenants and restrictions to be recorded against the Property related to development of the Property, which approval shall not be unreasonable withheld; provided, however, that should (a) the Property be subdivided into five (5) or more residential homesites, (b) the Property be subdivided into three (3) or more commercial sites or (c) three (3) or more commercial buildings be constructed on the Property, Grantees, their

R

shall be required to impose a set of covenants and restrictions against the Property, subject to Grantor's approval which approval shall not be unreasonably withheld.

FURTHER SUBJECT TO, the restriction that, other than Grantees, no home trailer, camper, residence trailer, mobile home, tent, motor home, recreational vehicle or other similar vehicle, apparatus, or structure shall be placed or installed on the Property permanently or temporarily; provided, however, Grantor shall have the right to require Grantees to remove any such vehicle from the Property upon twelve (12) months prior written notice, unless Grantee elects to screen such vehicle permanently from view within a permanent structure, and further provided, that this exception shall not extend to Grantees' successors and assigns. This restriction shall not preclude storage out of view of motor homes, recreational vehicles, or tents on the Property.

FURTHER SUBJECT TO, the restriction that any burning activities on the property shall be set back at least one hundred (100) feet from the boundary of the Property, and that Grantor may require screening or other containment remedies for any burning or other noxious activities occurring on the Property.

In the event of a violation or breach of any of the restrictions contained herein, Grantor, its successors or assigns, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event, and Grantor, its successors or assigns, shall have the right to recover all costs and expenses of suit in such action, including reasonable legal fees. In addition to the foregoing, Grantor, its successors or assigns, shall have the right, but not the obligation, whenever there shall have been built on said Property any structure which is in violation of these restrictions, to enter upon said Property where such violation exists and summarily abate or remove the same at the expense of the owner of the Property if after sixty (60) days' written notice of such violation, it shall not have been corrected by said owner. Any such entry or abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this deed, however long continued, shall not be deemed a waiver of the breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

This being a portion of the property conveyed to Glover Real Estate, LLC by deed from MeadWestvaco Forestry, LLC dated April 23, 2003 and recorded on April 30, 2003 in the Office of the Clerk of Court for Jasper County, South Carolina in Deed Book 274 at Page 20.

This deed was prepared by Sarah F. Robertson in the Law Offices of Bethea, Jordan & Griffin, a division of McNair Law Firm, P.A., 5 Belfair Village Drive, Bluffton, South Carolina 29910.

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

**TO HAVE AND TO HOLD**, all and singular, the said Premises before mentioned unto the said Grantees as joint tenants with the right of survivorship and not as tenants in common, their Heirs and Assigns forever; subject, however, to the rights, conditions and restrictions that constitute covenants running with the land, all as set forth herein.

**AND** Grantor does hereby bind itself, its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantees, their Heirs and Assigns, against itself and its Successors and Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

The within instrument has been transferred  
this 12 day of April 2005 at  
9:15 o'clock A M., and recorded  
in Transfer Book 3 Page 510  
in Assessor's Office. Tax Map No. 0164-00-09-006  
Transfer No. 527-340  
James H. Prothro  
JASPER COUNTY, S.C.

WITNESS its Hand and Seal, this 28th day of March in the year of our Lord two thousand five in the two hundred twenty-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Glover Real Estate, LLC (SEAL)

(2) Wanda W. Maclean  
Signature of 1st Witness

By: (1) R B Glover  
Robert B. Glover, sole member

(3) [Signature]  
Signature of 2nd Witness/Notary Public

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BEAUFORT        )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 28th day of March, 2005 by Robert B. Glover, sole member of Glover Real Estate, LLC, a South Carolina limited liability company, on behalf of the company.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 6-15-09

Instructions for Execution of Deed  
(Please Follow Carefully - and Use Blue Ink Only)

- A. Authorized corporate officer(s) sign on line numbered (1), indicating their title.
- B. Two (2) disinterested Witnesses sign on lines numbered (2) and (3). Notary may be one of the witnesses.
- C. Notary Public signs on line numbered (4) and affixes seal and expiration date.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF JASPER )

AFFIDAVIT

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

- 1. Property located at Grahamville Area, bearing Jasper County Tax Map Number - a portion of 064-00-09-006, was transferred by Glover Real Estate, LLC to Bradford L. Childers and Ramona W. Childers on March 28, 2005.

The transaction was (Check one):

X an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$487,120.00.

       not an arm's length real property transaction and the fair market value of the property is \$        \*.

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

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

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

\_\_\_\_\_  
Purchaser, Legal Representative of the Purchaser,  
or other Responsible Person Connected with the  
Transaction

SWORN to before me this 29<sup>th</sup>  
day of March, 2005

Rhonda W. McAlhane  
Notary Public for South Carolina  
My Commission Expires: Rhonda W. McAlhane  
My Commission Expires  
July 24, 2013

DEED BOOK 316 PAGE 431  
DATE 4-11-05  
[Signature]  
AUDITOR JASPER COUNTY SC

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

THIS PLAT PREPARED AT THE REQUEST OF  
**MONA CHILDERS & BRAD CHILDERS**  
 A BOUNDARY SURVEY OF  
 A PORTION OF TAX MAP # 064-00-09-006,  
 ALSO KNOWN AS "THE FIELDS TRACT"  
 GRAHAMVILLE AREA, JASPER COUNTY, SOUTH CAROLINA

JASPER COUNTY DEVELOPMENT STANDARDS  
**EXEMPT FOR RECORDING**  
 DATE 3/21/05  
 SIGNED [Signature]

REMAINING PORTION OF  
 TM# 064-00-09-006  
 N/F GLOVER REAL ESTATE, LLC

N/F SCE&G  
 75' RIGHT OF WAY  
 DB 72 PG 291

REMAINING PORTION OF  
 TM# 064-00-09-006  
 N/F GLOVER REAL ESTATE, LLC

N/F CARLOTTA M. HORRY  
 TM# 064-30-02-005

TOTAL AREA  
 60.89 acres  
 (INCLUDES ANY AREA IN GAS &  
 POWER EASEMENT ON WESTERN SIDE)



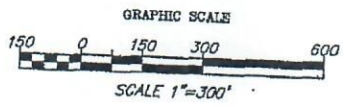
N/F SCE&G  
 75' RIGHT OF WAY  
 DB 72 PG 291

- LEGEND:
- CMF - CONCRETE FOUND
  - CMS - CONCRETE SET
  - RBS - 3/4" REBAR SET
  - RFB - REBAR FOUND
  - IPF - IRON PIPE FOUND
  - TP - TELEPHONE PEDESTAL
  - OPL - OVERHEAD POWER
  - NTS - NOT TO SCALE
  - R/W - RIGHT OF WAY
  - TM - TAX MAP
  - PB - PLAT BOOK
  - DB - DEED BOOK
  - POB - POINT OF BEGINNING
  - X - SPOT ELEVATION
  - C/L - CENTERLINE
  - CP - POWER POLE
  - OML - OLD MARKED LINE

REFERENCE:  
 1.) PLAT BOOK 26 PAGE 323

NOTE: SCE&G R/W ESTABLISHED BY LOCATION  
 OF EXISTING POWER POLES & LINES  
 BY GRAPHICAL DETERMINATION  
 NOTE: This Lot Appears To Lie In A Federal Flood Plain  
 Zone C Minimum Required Elevation NA Ft. NGVD29  
 FIRM # 450112 0150B

LINE	LENGTH	BEARING
L1	98.04	N73°14'23"E
L2	195.44	N04°04'07"E
L3	98.08	N00°41'34"W
L4	54.11	S09°41'34"W
L5	191.48	S01°46'22"E
L6	94.48	S04°12'16"E
L7	92.58	S07°07'34"E
L8	89.87	S17°45'22"E
L9	126.69	S3°43'07"E
L10	40.60	S30°38'51"E
L11	46.25	S19°27'03"E
L12	97.84	S12°16'01"E
L13	137.62	S12°08'01"E
L14	196.74	S17°36'22"E
L15	66.53	S18°52'31"E
L16	95.32	S21°02'35"E
L17	57.00	S28°26'44"E
L18	53.90	S34°44'52"E
L19	84.57	S38°43'20"E
L20	75.75	S38°03'39"E
L21	81.11	S28°03'27"E
L22	62.75	S10°58'46"E
L23	61.29	S01°42'05"W
L24	51.07	S08°56'35"W
L25	99.21	S59°40'28"W
L26	4.73	S59°40'26"W
L27	226.86	S13°36'00"W
L28	125.93	N13°58'24"W
L29	209.55	S12°00'52"E
L30	288.46	S1°40'14"E
L31	179.65	S01°56'15"W



200500001272  
 Filed for Record in  
 JASPER COUNTY  
 2005  
 04-04-2005 At 02:10 pm.  
 PLAT 10.00  
 Volume 28 Page 44 - 44

DATE: MARCH 21, 2005

**TGS LAND SURVEYING**  
 701 SECOND AVENUE  
 P.O. BOX 2023  
 RIDGELAND, S.C. 29936

I HEREBY STATE TO THE BEST  
 OF MY KNOWLEDGE, INFORMATION & BELIEF,  
 THE SURVEY SHOWN HEREON WAS MADE  
 IN ACCORDANCE WITH THE REQUIREMENTS  
 OF THE MINIMUM STANDARDS MANUAL  
 FOR THE PRACTICE OF LAND SURVEYING  
 IN SOUTH CAROLINA, AND MEETS OR EXCEEDS  
 THE REQUIREMENTS FOR A CLASS C SURVEY  
 AS SPECIFIED THEREIN.  
 ALSO THERE ARE NO VISIBLE ENCROACHMENTS  
 OR PROJECTIONS OTHER THAN SHOWN

3-21-05  
 [Handwritten signature]

EXHIBIT E





# Town of Ridgeland

One Town Square • Post Office Box 1119 • Ridgeland, SC 29936

---

December 13, 2007

Re: Genesis Landing Tract  
Water and Wastewater Service

Please accept this as notice that the Town of Ridgeland is willing to provide water and wastewater services to the Genesis Landing Development once the developer has arranged for adequate infrastructure to be constructed to serve the property. At a total of approximately 7500 acres and with 14,862 potential residential and 16,108,924 in potential industrial square footage approved, it is obvious that new wells, wastewater treatment facilities, and distribution lines will have to be constructed. Once constructed to the town satisfaction we agree to own, maintain, and operate the water and sewer system associated with the Genesis Landing Development.

Jason Taylor,  
Town Administrator

EXHIBIT F



Customer Service Engineering - P. O. Box 839, 81 May River Road, Bluffton, SC 29910

December 3, 2007

Mr. Hardy L. Gray  
Thomas & Hutton Engineering Co.  
Post Office Box 2727  
Savannah, Georgia 31402-2727

Re: Genesis Landing Tract  
Ridgeland, SC

Dear Mr. Hardy:


I am pleased to inform you that South Carolina Electric & Gas Company (SCE&G) will be able to provide electric and natural gas service to the above referenced development. Electric and natural gas service can be provided in accordance with SCE&G's General Terms and Conditions, other documents on file with the South Carolina Public Service Commission, and the company's standard operating policies and procedures.

**In order to begin the design process for the project, the following information will need to be provided:**

- 1.) **Finalized and approved detailed site plan (hard copy and electronic AutoCAD file) showing barricade plan, all "wet" utilities, buffer zones, and any existing or additional easements.**
- 2.) **Approved lot numbers and premise addresses including street names for the development.**
- 3.) **Copy of Army Corps of Engineers approved wetlands delineation letter including referenced site map, or letter from Army Corps of Engineers stating no wetlands exist on site.**
- 4.) **All electric and gas load information**
- 5.) **Anticipated timeline for each phase of the development.**
- 6.) **A signed copy of this letter acknowledging its receipt and responsibility for its contents and the contents of its enclosures.**

For more information or questions, contact me by phone at (843)815-8831 or by email at [kackerman@scana.com](mailto:kackerman@scana.com).

Sincerely,

  
Kenneth L. Ackerman, III  
Account Manager - Projects

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

EXHIBIT G

Voice | Data | Internet | Wireless | Entertainment



**EMBARQ™**

Embarq Corporation  
P. O. Drawer 1659  
1413 Prince Street  
Beaufort, SC 29901  
EMBARQ.com

December 06, 2007

Hardy Gray  
Thomas & Hutton Engineering Co.  
P. O. Box 2727  
Savannah, GA 31402-2727

**RE: Service Commitment Request**  
**Genesis Landing Tract – Mixed Use development**  
**Property consist of four (4) parcels totaling 7,107.4 acres**  
**Located off of Old House Road (S.C. 336)**  
**Jasper County, South Carolina**

Dear Hardy,

Embarq will provide telephone facilities to the proposed development in accordance with our standard practices and tariff on file with the South Carolina public Service Commission.

A two (2) inch PVC conduit, from the area designated for telephone equipment to a point one foot beyond the paving for the proposed buildings, will be required to provide telephone service in the proposed buildings.

Embarq will require two (2) copies of your final plans, as approved by the Jasper County Development Review Committee, before telephone service can be provided. Please provide this office with your final plans as soon as possible. This is very crucial for our 911 System. It is also requested that this office be notified thirty (30) days prior to start of construction.

Sincerely,  
EMBARQ

David C. Smith  
Ntwk. Engineer II

DCS:cma

Voice: (843) 525-7919  
Fax: (843) 525-1569

EXHIBIT I

## LANDSCAPE STANDARDS

These guidelines are intended to provide for the protection of the natural resources, character of indigenous fauna, and quality of life within Genesis Landing Tract PDD through the preservation, installation and maintenance of the landscape. Preserved and planted landscapes provide buffering, erosion control, minimized watering needs, shade and cooling effects while preserving and protecting the aesthetic quality of the area. It is anticipated that exceptions to these guidelines will be granted by the Town at Master Plan and Development Plan stages to accommodate certain needs of individual end users on specific parcels.

### GENERAL

- Streetscapes shall include massing of existing and proposed trees, shrubs, grasses, perennials, and groundcovers at entries, intersections and focal points.
- Grassing (turf) shall be required on the roadsides of all right of ways.
- All required canopy / street trees shall have a minimum height of 10' and a minimum caliper of 2". All trees shall be contained within a minimum 2' radius mulch bed.
- All plant material shall meet or exceed the standards currently recommended by the American Association of Nurserymen, Inc. in the American Standard for Nursery Stock.
- The use of native / drought tolerant plant species is encouraged. Limited turf areas are encouraged.
- The preservation of existing trees, shrubs, grasses, perennials, and groundcovers is encouraged where possible.
- Landscaping shall not obstruct traffic signs, fire hydrants or driver's sight lines at driveway and road intersections.
- Landscaping shall not be installed where it will interfere with or alter drainage patterns.
- Planting shall be grouped according to water needs. Trees, shrubs, perennials, wildflowers and groundcovers should be watered with low volume zones. Turf areas should be watered on separate, increased water demand zones.
- All landscaped areas must have an irrigation system installed which provides one hundred (100) percent coverage of all planted areas. If xeriscaping practices are incorporated into the design, this requirement may be reduced to require only the irrigation needed to ensure plant establishment (temporary irrigation). All irrigation systems shall have an evapotranspiration sensor. Irrigation systems should be well maintained and scheduled to ensure that the wasteful practice of overwater the landscape is avoided.
- All developments must comply with the requirements of this section – Tree Preservation and Replacement of the Genesis Landing Tract PDD text.
- The use of invasive plant material shall be prohibited. (see invasive plant list)



- A landscape plan prepared by a Landscape Architect registered in the State of South Carolina shall be submitted for all developments with the exception of single family residential.

**TREE PRESERVATION AND REPLACEMENT**

The minimum allowable post development tree coverage for all development shall be 15 trees, two inches DBH (Diameter Breast Height) or larger, per acre within the area of the Master Plan.

Trees existing as part of planted pine crop area shall be represented on an exhibit illustrating the area containing the planted pine tree planting pattern with row, tree spacing, and typical size. The information will be field verified to ensure accuracy of the exhibit’s factors, but each tree in the pine crop area will not be physically located by standard survey methods.

Existing live oaks, eastern red cedar, and southern magnolias having a DBH eight (8) inches or greater and all other hardwoods having a DBH of twenty-four (24) inches or greater shall be field surveyed. To the extent practicable, Developer will use best efforts to preserve hardwoods having a DBH of twenty-four (24) inches or greater, and when not practicable will obtain Town approval prior to removing any such trees.

Mitigation for removal of hardwoods as described above shall be in accordance with the following:

<b>Species</b>	<b>*Tree Mitigation</b>
Live Oaks (8”-23”)	One (1) tree at two (2) caliper inches
Eastern Red Cedar (8”-23”)	One (1) tree at two (2) caliper inches
Southern Magnolias (8”-23”)	One (1) tree at two (2) caliper inches
All Hardwoods (24” or greater)	Three (3) trees at two (2) caliper inches

\*Tree mitigation shall be like or similar species.

Mitigation may be accomplished through additional plantings as described above or by the identification and preservation of existing hardwood trees between two (2) inches and seven (7) inches in diameter within the Master Plan area.

Clearing of 8”-23” hardwoods as specified above that occurs without appropriate mitigation, and clearing of 24” or greater hardwoods that occurs without Town approval and appropriate mitigation, shall be subject to the following maximum penalties:

<b>Species</b>	<b>*Tree Penalty</b>
Live Oaks (8”-23”)	\$1,000/tree
Southern Red Cedar (8”-23”)	\$1,000/tree
Southern Magnolias (8”-23”)	\$1,000/tree
All Hardwoods (24” or greater)	\$2,500/tree





The tree preservation and replacement requirements of this section shall not apply to clearing related to silviculture activities, or to the construction of public infrastructure projects such as public roads, water or sanitary sewer projects.

## **STREET TREES**

- Street trees shall be provided on both sides of all roads (except alleys, service roads, etc.) and located within the landscape area between the back of curb and sidewalks (may be in planters or in tree grates within village commercial areas).
- The spacing shall average sixty (60) feet less on center (o.c.) (final locations maybe adjusted based on drives, utilities, etc.)
- The following is a list of trees that are allowable for use as street trees. (alternate species may be proposed, but require approval):
  - Laurel Oak
  - Live Oak
  - Southern Red Oak
  - Shumard Oak
  - Willow Oak
  - Red Maple
  - Allee Elm
  - Drake Elm
  - Southern Magnolia
  - Palmetto
  - Or Alternate Appropriate Approved Species

## **NON-SINGLE FAMILY RESIDENTIAL DEVELOPMENTS (COMMERCIAL, INDUSTRIAL, INSTITUTIONAL, MULTIFAMILY, ETC.)**

- A landscape strip of at least ten feet (10') in depth shall be provided between buildings and parking spaces, sidewalks and other vehicular use areas. This area shall be planted with trees, shrubs, groundcovers, ornamental grasses, and limited amounts of sod.
  - This area is not required in the following situations:
    - The rear and sides of buildings which are not generally accessible or visible from the public right of way or to the general public.
    - Areas where it is necessary to have direct access (both vehicular and pedestrian) to the building.
- All parking areas directly adjacent to public rights-of-way must provide a minimum five foot (5') landscape area between the parking and the right-of-way. Evergreen plant material must be installed in these areas to screen parking area. No sod shall be used in these areas.



- A minimum ten foot (10') landscape island shall be provided at the end of all parking bays.
- There shall be a maximum of ten (10) continuous employee/visitor parking spaces without a ten foot (10') landscape island.
- There shall be at least one hundred (100) square feet of landscaping area per ten (10) employee/visitor parking spaces.
- All landscape islands shall be planted with at least one (1) shade tree (two (2) palms shall count as one (1) shade tree).
- Curbing, wheel stops, etc. shall be required in order to protect landscape areas from vehicular encroachment.
- With the exception of loading zones / truck courts for industrial uses, all loading areas must be screened with landscaping, a wall or fence and/or a combination of landscaping and a wall or fence.
- All refuse / recycling areas must be screened on all sides and gated.
  - Gates shall not be in view of public streets.
  - Screen shall include a masonry wall and landscaping to lessen its visual impact.
- Preservation of existing vegetation is strongly encouraged.

## **SINGLE FAMILY RESIDENTIAL DEVELOPMENTS**

- Front and side yards of all dwellings which front on a public right-of-way shall be covered with landscaping except for those areas that are to be used for driveways, sidewalks, off-street parking, etc.
- Each single family lot shall have a minimum of two (2) trees at the time of certificate of occupancy issuance. A minimum of one (1) of these must be in the front yard.
  - Trees must be a minimum height of ten feet (10') and caliper of 1 ½ inches.
  - Trees must be a species that is non exotic and tolerant of the local growing conditions.
  - Preserved existing trees may be used to satisfy this requirement.

## **BUFFERS**

- Buffers shall comply with the requirements of Setbacks and Buffers section of the Genesis Landing Tract PDD text.
- Existing and / or planted plant material may be used to satisfy the buffer requirements.
- Buffer areas may be thinned and / or selectively under brushed provided that adequate buffering is maintained. Additional planting(s) may be required.
- Buffer plantings are encouraged to limit plant material to regionally native species.

## **DEFINITIONS**

---



*Access way-*

the means of ingress and egress to a parcel from a right-of-way.

*Diameter breast height (DBH)-*

the diameter of a tree trunk measured four and one half (4 ½) feet above the adjacent grade.

*Employee / Visitor Parking Spaces-*

the spaces used by employees and/or visitors/users of a building or use on parcel. Loading spaces/zones, fire lanes, truck courts, trailer storage, etc. shall not be considered as Employee / Visitor Parking.

*Ground cover-*

low growing plants that area intended to be planted in a manner that will form a solid cover over the ground when mature.

*Invasive Plant Species-*

Chinese Tallow Tree (*Triadica sebifera*)  
Chinese Wisteria (*Wisteria sinensis*)  
Japanese Honeysuckle (*Lonicera japonica*)  
Privets (*Ligustrum species*)  
Chinaberry (*Melia azedarch*)  
Thorny Eleagnus (*Eleagnus pungens*)  
Non-clumping Bamboo (*Phyllostachys species*)  
Chinese Wisteria (*Wisteria sinensis*)  
Climbing Fern (*Lygopodium japonicum*)  
Water Hyacinth (*Eichhornia crassipes*)  
Lotus (*Nelumbo species*)  
Purple Loosestrife (*Lythrum salicaria*)  
Alligatorweed (*Alternanthera philoxeroides*)  
Kudzu (*Pueraria montana*)

*Landscape Island-*

a minimum 10' wide by 18' deep area that is to be used for landscaping either located at the end of a parking bay or internal to parking field. This area is used to guide vehicular movement and prevent an open and barren parking lot.

*Landscaping-*

includes materials that are commonly used within a landscape. These materials may include, but are not limited to, grasses, turf / sod, shrubs, trees, palms, vines, hedges and hardscape materials that include, but are



not limited to, mulches (rocks, pebbles, pine straw, wood chips, etc.), walls and fencing. Paved areas are not included within this definition.

*Mulch-*

a material which is spread over bare ground in order to hinder and control erosion and weed growth.

*Native Plant Species-*

vegetation that is indigenous to the Southeastern region of the United States.

*Shrub-*

a low, several-stemmed woody plant. Includes both evergreen and deciduous.

*Tree-*

a woody plant which is self supporting and has at least one (1) stem that will grow to a minimum mature height of twenty (20) feet.

*Vine-*

a woody or herbaceous plant whose stem requires support and climbs by twining, aerial rootlets or tendrils.

*Xeriscaping-*

a method of landscaping in which the goal is to minimize the need for additional watering (irrigation) by using appropriate plant materials, efficient watering systems and proper mulching / maintenance practices.



EXHIBIT J

## SECTION A - MASTER SIGNAGE PROGRAM

Signage is often one of the most noticeable elements in a landscape. The very purpose of a sign is to provide needed information to users of a space. However, this information can be provided without having visually competing and obtrusive signage. It is the intent of these guidelines to provide an overview for the signs within the Genesis Landing Tract PDD that will assist in creating a well planned solution for way finding and identification within the community. Likewise, there will be sign types or sizes that are not covered within this document. The information provided herein is for standards that can be applied and are not intended to limit or restrict imagination, variety, or innovation in signage design.

### GOALS AND OBJECTIVES

- To develop hierarchies of signage types that will help identify the location and size standards for each sign without limiting creative designs.
- Improve the visual quality of each site, with consideration to the streetscape which can be easily negatively impacted by poor design.
- Reduce visual clutter and blight along roadway corridors.
- Create a sense of place for Genesis Landing Tract while encouraging individuality and creative design.
- Develop a human scale that is comfortable in relation to both vehicular and pedestrian users.
- Encourage signage that is complementary to, not competitive with, the surrounding architecture and natural environment.

### REQUIREMENTS / SETBACKS

- Upon the development of a Genesis Landing Tract community seal / name, these elements are encouraged to be incorporated into the signage. If included on a sign, the community logo shall not count towards the overall allowable sign area square footage.
- Quantities and locations of signs are estimates only and are subject to change. Should a specific sign type not be addressed in these guidelines, the existing Town of Ridgeland codes shall be used to determine design criteria.
- The “allowable sign area” shall include the entire area within a circle, rectangle or triangle enclosing the extreme limits of writing, forming an integral part of the display or



used to differentiate the sign from the background which it is placed against. The necessary supports or uprights which are needed for the sign, shall not be included in this area.

- All signs shall be setback a minimum of ten feet (10') from a right of way or property line with the exception of signs that are specifically intended to be within the right of way. (i.e.- median signs, directional / information sign, etc.)
- Temporary / seasonal signage shall be as permitted by the Town of Ridgeland Zoning Ordinance.

## PROCEDURES

All sites must submit a master signage program with the application for a sign permit from Town of Ridgeland. The program must include, at a minimum, the following:

- Master sign plan which shows the location of each proposed sign. Dimension and label required setbacks.
- Provide complete signage elevations (dimensioned and labeled) that indicates the proposed text areas, materials, finishes, colors and a statement regarding how the signage relates to the proposed architecture.
- For signage mounted to buildings, accurate building elevations that show the signage, dimensions, location, text areas, materials, finishes, colors and a statement regarding how the signage relates to the proposed architecture.
- Should a variance from these guidelines be requested, the applicant must indicate the location of and specific reason/justification for the variance.



- **GENESIS LANDING TRACT OVERALL COMMUNITY SIGNAGE**

The signs within this section will be provided in order to identify Genesis Landing Tract as a community. They will provide clear direction while also establishing the character and materials that will be used throughout the community.

**Sign Types within this Section:**

- Tract Community Markers**
- Tract Large Community Signs**
- Tract Welcome / Lookout Signs**
- Tract Community Banners / Decorative Standards**







**COMMUNITY MARKER**

<p><b>USE:</b></p> <p>Locates and identifies the community. (Examples: clock / bell towers, obelisks, etc.)</p>	<p><b>*MAXIMUM SIZE:</b></p> <p>50' ht (within tree cover) 35' ht (in open area)</p>	<p><b>COLORS:</b></p> <p>Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.</p>
<p><b>LOCATIONS:</b></p> <p>Near or at a community core.</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>100 SF per face (maximum of 4 faces – includes seals and text)</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>To be determined based on final Genesis Landing Tract logo or seal.</p>
<p><b>QUANTITY:</b></p> <p>One (1)</p>	<p><b>VENEER MATERIALS:</b></p> <p>Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material.</p>	<p><b>MISC:</b></p> <p>The master developer will establish a community association that will be responsible for maintenance. Illumination style / type to be determined.</p>

\*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





**LARGE COMMUNITY SIGN**

<p><b>USE:</b></p> <p>Identifies the Genesis Landing Tract</p>	<p><b>*MAXIMUM SIZE:</b></p> <p>20' ht x 50' width</p>	<p><b>COLORS:</b></p> <p>Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.</p>
<p><b>LOCATIONS:</b></p> <p>Along Glover Road and Future Boulevard Road and at other key locations.</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>400 SF – per side</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>Letter size and style to be determined.</p>
<p><b>QUANTITY:</b></p> <p>To be determined.</p>	<p><b>VENEER MATERIALS:</b></p> <p>Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material.</p>	<p><b>MISC:</b></p> <p>The master developer will establish a community association that will be responsible for maintenance. Illumination style / type to be determined.</p>

\*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the “Allowable sign area” shall not be exceeded.





**WELCOME / LOOKOUT SIGN**

<p><b>USE:</b></p> <p>Identifies the Genesis Landing Tract at entry points of main roads</p>	<p><b>*MAXIMUM SIZE:</b></p> <p>(2) sided triangle sign 8' ht x 16' width – per side</p>	<p><b>COLORS:</b></p> <p>Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.</p>
<p><b>LOCATIONS:</b></p> <p>At offsite locations to be determined in the future and along Glover and Future Boulevard Road and at other key roads.</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>One face 72 SF / face</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>Letter size and style to be determined.</p>
<p><b>QUANTITY:</b></p> <p>To be determined.</p>	<p><b>VENEER MATERIALS:</b></p> <p>Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material.</p>	<p><b>MISC:</b></p> <p>The master developer will establish a community association that will be responsible for maintenance. Illumination style / type to be determined.</p>

\*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the “Allowable sign area” shall not be exceeded.





**COMMUNITY BANNERS / DECORATIVE STANDARDS**

<p><b>USE:</b></p> <p>Decorative element</p>	<p><b>*MAXIMUM SIZE:</b></p> <p>6' ht x 4' width</p>	<p><b>COLORS:</b></p> <p>To be determined</p>
<p><b>LOCATIONS:</b></p> <p>Attached to community light poles along main and secondary roads.</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>12.5 SF (30" x 60") per side</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>Letter size and style to be determined.</p>
<p><b>QUANTITY:</b></p> <p>Will vary based on selected appropriate roads or circulations. Numbers should be carefully limited to reduce likelihood of an over repetitive element.</p>	<p><b>MATERIALS:</b></p> <p>Fade resistant fabric panels, metal mountings.</p>	<p><b>MISC:</b></p> <p>The master developer will establish a community association that will be responsible for maintenance. Illumination style / type to be determined.</p>

\*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.



## **GENESIS LANDING TRACT – NEW DEVELOPMENT SIGNAGE**

The signs within this section will be provided by the individual parcel / project developments. There is a strong emphasis on signage for each development / project that echoes the character and materials of the overall Genesis Landing Tract Community

### **Sign Types within this Section:**

#### **Residential**

- Subdivision / Development / Project Entrances Wall Signs**
- Subdivision / Development / Project Entrances Median Signs**

#### **Non-Residential (Commercial / Industrial / Institutional / Etc.)**

##### **Parcel**

- Power Center / Large Single and Multiple User**
- Gateway**
- Single User**
- Single User w/ changeable copy**
- Multiple Users**
- Information**
- Mini Information**

##### **Building**

- Large User Building Mounted Façade Sign (Store Front)**
- Small User Building Mounted Façade Sign (Store Front)**
- Projecting or Suspended Tenant Signage**
- Window & Awning Signage**





### RESIDENTIAL PROJECT ENTRANCES WALL SIGNS

<p><b>USE:</b></p> <p>Identifies residential communities within the overall Genesis Landing Tract community from major roadways.</p>	<p><b>*MAXIMUM SIZE:</b></p> <p>To be determined based on individual projects.</p>	<p><b>COLORS:</b></p> <p>Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.</p>
<p><b>LOCATIONS:</b></p> <p>Along both sides of residential entrances.</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>50 SF per face</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>Letter size and style to be determined.</p>
<p><b>QUANTITY:</b></p> <p>(1) per primary entrance and secondary entrance as justified for each neighborhood / development.</p>	<p><b>VENEER MATERIALS:</b></p> <p>Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material. . Incorporation of the overall Genesis Landing Tract seal or logo is strongly encouraged.</p>	<p><b>MISC:</b></p> <p>Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.</p>

\*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





### RESIDENTIAL PROJECT ENTRANCES MEDIAN SIGNS

<p><b>USE:</b></p> <p>Identifies residential communities within the overall Genesis Landing Tract community from major roadways.</p>	<p><b>*MAXIMUM SIZE:</b></p> <p>To be determined based on individual projects.</p>	<p><b>COLORS:</b></p> <p>Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.</p>
<p><b>LOCATIONS:</b></p> <p>Within median of residential entrances.</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>50 SF per face</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>Letter size and style to be determined.</p>
<p><b>QUANTITY:</b></p> <p>(1) per primary entrance and secondary entrance as justified.</p>	<p><b>VENEER MATERIALS:</b></p> <p>Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material. . Incorporation of the overall Genesis Landing Tract seal or logo is strongly encouraged.</p>	<p><b>MISC:</b></p> <p>Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.</p>

\*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





**POWER CENTER and / or LARGE SINGLE AND MULTIPLE USER**

<p><b>USE:</b></p> <p>Identifies large commercial centers.</p>	<p><b>*MAXIMUM SIZE:</b></p> <p>30' ht x 20' width</p>	<p><b>COLORS:</b></p> <p>Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.</p>
<p><b>LOCATIONS:</b></p> <p>Adjacent to primary roads.</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>220 SF</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>Letter size and style to be determined.</p>
<p><b>QUANTITY:</b></p> <p>To be determined</p>	<p><b>VENEER MATERIALS:</b></p> <p>Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material. . Incorporation of the overall Genesis Landing Tract seal or logo is strongly encouraged.</p>	<p><b>MISC:</b></p> <p>Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.</p>

\*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.







### GATEWAY SIGNS

<p><b>USE:</b></p> <p>Identifies main entry to a power center.</p>	<p><b>*MAXIMUM SIZE:</b></p> <p>20' ht. x 60' wide Size to be determined based on final design.</p>	<p><b>COLORS:</b></p> <p>Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.</p>
<p><b>LOCATIONS:</b></p> <p>At main entry into power center.</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>80 SF</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>Letter size and style to be determined.</p>
<p><b>QUANTITY</b></p> <p>One (1) per power center.</p>	<p><b>VENEER MATERIALS:</b></p> <p>Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material. . Incorporation of the overall Genesis Landing Tract seal or logo is strongly encouraged.</p>	<p><b>MISC:</b></p> <p>Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.</p>

\*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





**NON-RESIDENTIAL PARCEL IDENTIFICATION SMALL SINGLE USER**

<p><b>USE:</b></p> <p>Identifies parcels from major and secondary roads.</p>	<p><b>*MAXIMUM SIZE:</b></p> <p>7'6" ht x 10' 8" width</p>	<p><b>COLORS:</b></p> <p>Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.</p>
<p><b>LOCATIONS:</b></p> <p>On each parcel, adjacent to primary roads.</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>32 SF</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>Letter size and style to be determined.</p>
<p><b>QUANTITY:</b></p> <p>(1) Per parcel (If parcel fronts on two roads, one is allowed on each road)</p>	<p><b>VENEER MATERIALS:</b></p> <p>Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material. Incorporation of the overall Genesis Landing Tract seal or logo is strongly encouraged.</p>	<p><b>MISC:</b></p> <p>Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.</p>

\*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





**NON-RESIDENTIAL PARCEL IDENTIFICATION SINGLE USER  
w/ CHANGEABLE COPY**

<p><b>USE:</b></p> <p>Identifies parcels from major and secondary roads.</p>	<p><b>*MAXIMUM SIZE:</b></p> <p>8' 6" ht x 10' 8" width</p>	<p><b>COLORS:</b></p> <p>Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.</p>
<p><b>LOCATIONS:</b></p> <p>On each parcel, adjacent to primary roads. (If parcel fronts on two roads, one is allowed on each road)</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>32 SF &amp; 6 SF per changeable copy panel. (no more than 3 panels maximum)</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>Letter size and style to be determined.</p>
<p><b>QUANTITY:</b></p> <p>(1) Per parcel (If parcel fronts on two roads, one is allowed on each road)</p>	<p><b>VENEER MATERIALS:</b></p> <p>Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material. . Incorporation of the overall Genesis Landing Tract seal or logo is strongly encouraged.</p>	<p><b>MISC:</b></p> <p>Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.</p>

\*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





**NON-RESIDENTIAL PARCEL IDENTIFICATION SMALL MULTIPLE USER**

<p><b>USE:</b></p> <p>Identifies parcels from major and secondary roads.</p>	<p><b>*MAXIMUM SIZE:</b></p> <p>10' 6" ht x 10' 8" width</p>	<p><b>COLORS:</b></p> <p>Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.</p>
<p><b>LOCATIONS:</b></p> <p>On each parcel, adjacent to primary roads.</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>72 SF</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>Letter size and style to be determined.</p>
<p><b>QUANTITY</b></p> <p>(1) Per parcel (If parcel fronts on two roads, one is allowed on each road)</p>	<p><b>VENEER MATERIALS:</b></p> <p>Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material. . Incorporation of the overall Genesis Landing Tract seal or logo is strongly encouraged.</p>	<p><b>MISC:</b></p> <p>Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.</p>

\*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





**NON-RESIDENTIAL INFORMATION**

<p><b>USE:</b></p> <p>Identifies secondary entrances and / or other elements such as deliveries and service areas.</p>	<p><b>*SIZE:</b></p> <p>7' ht x 5' width</p>	<p><b>COLORS:</b></p> <p>Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.</p>
<p><b>LOCATIONS:</b></p> <p>Adjacent to secondary roads and entrances within individual parcels.</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>20 SF</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>Letter size and style to be determined.</p>
<p><b>QUANTITY</b></p> <p>To be determined</p>	<p><b>MATERIALS:</b></p> <p>Architectural foam, natural stone veneer, cast stone, brick, stucco, wood, architectural metals or other approved material.</p>	<p><b>MISC:</b></p> <p>Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.</p>

\*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





**NON-RESIDENTIAL MINI INFORMATIONAL**

<p><b>USE:</b></p> <p>Guides vehicles and pedestrians to specific destinations</p>	<p><b>*MAXIMUM SIZE:</b></p> <p>4' ht x 3' width</p>	<p><b>COLORS:</b></p> <p>Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.</p>
<p><b>LOCATIONS:</b></p> <p>Multiple locations as necessary for way finding.</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>One face 10 SF</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>Letter size and style to be determined.</p>
<p><b>QUANTITY:</b></p> <p>To be determined.</p>	<p><b>VENEER MATERIALS:</b></p> <p>Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material.</p>	<p><b>MISC:</b></p> <p>Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.</p>

\*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded





**LARGE USER BUILDING MOUNTED FAÇADE SIGNS**

<p><b>USE:</b></p> <p>Identifies Large User shops located within a power center.</p>	<p><b>*MAXIMUM SIZE:</b></p> <p>N/A</p>	<p><b>COLORS:</b></p> <p>Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.</p>
<p><b>LOCATIONS:</b></p> <p>On the façade(s) of buildings.</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>750 SF</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>Letter size and style to be determined.</p>
<p><b>QUANTITY</b></p> <p>To be determined</p>	<p><b>MATERIALS:</b></p> <p>Wood, aluminum or other approved material.</p>	<p><b>MISC:</b></p> <p>Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.</p>

\*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





**SMALL USER BUILDING MOUNTED FAÇADE SIGNS**

<p><b>USE:</b></p> <p>Guides pedestrians and vehicles to individual shops within building.</p>	<p><b>*MAXIMUM SIZE:</b></p> <p>90 % of leasable width (to a maximum of 50') x 3'0" height</p>	<p><b>COLORS:</b></p> <p>Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.</p>
<p><b>LOCATIONS:</b></p> <p>Adjacent to secondary roads and drive aisles within individual parcels.</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>72 SF</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>Letter size and style to be determined.</p>
<p><b>QUANTITY</b></p> <p>To be determined</p>	<p><b>MATERIALS:</b></p> <p>Wood, aluminum or other approved material.</p>	<p><b>MISC:</b></p> <p>Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.</p>

\*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.







**PROJECTING OR SUSPENDED TENANT SIGNAGE**

<p><b>USE:</b></p> <p>Guides pedestrians to individual shops within building.</p>	<p><b>*MAXIMUM SIZE:</b></p> <p>N/A</p>	<p><b>COLORS:</b></p> <p>Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.</p>
<p><b>LOCATIONS:</b></p> <p>Above entries to individual shops</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>12 SF w/ a minimum of 8'8" clearance to walk or entry.</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>Letter size and style to be determined.</p>
<p><b>QUANTITY</b></p> <p>To be determined</p>	<p><b>MATERIALS:</b></p> <p>Wood, aluminum or other approved material.</p>	<p><b>MISC:</b></p> <p>Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.</p>

\*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





**WINDOW AND AWNING / CANOPY SIGNAGE**

<p><b>USE:</b></p> <p>Guides pedestrians to individual shops within building.</p>	<p><b>*MAXIMUM SIZE:</b></p> <p>N/A</p>	<p><b>COLORS:</b></p> <p>Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.</p>
<p><b>LOCATIONS:</b></p> <p>Above entries to or windows of individual shops</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>40% of awning / canopy surface or 90% of awning width x 2'0" height or for window 20% below 8'0" / 100% above 8'0"</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>Letter size and style to be determined.</p>
<p><b>QUANTITY</b></p> <p>To be determined</p>	<p><b>MATERIALS:</b></p> <p>Paint, canvas with applied vinyl or other approved material.</p>	<p><b>MISC:</b></p> <p>Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined. Internally lit awnings are not allowed.</p>

\*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.



**GENESIS LANDING TRACT – PROHIBITED SIGNS**

The signs within this section are not allowed within the Genesis Landing Tract PDD.

**Sign Types within this Section:**

**Single Pole Mounted Signs**

**Inflatable Signs**

**Temporary Product / Advertisement Signs / Election Signs / Sandwich Signs**

**Internal Lit Awnings**

**Motion Light Signs**

**Neon Signage (*Backlight neon signs may be permitted based on conditional approval*)**



Temporary Product / Advertisement Sign



Single Pole Mounted Signs



**EXHIBIT D**

Development Schedule

Development of the Property is expected to occur over the thirty (30) year Term of the Agreement, plus the two ten (10) year extensions, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Owner as the development evolves over the Term:

<b>Residential (density units) -</b>						<b>Light Industrial (square feet) -</b>				
Years:	Parcel A	Parcel B	Parcel C	Parcel D	Total:	Parcel A	Parcel B	Parcel C	Parcel D	Total:
2008-2012	0	0	0	0	0	0	222,483	2,291,147	171,191	2,684,821
2013-2017	381	355	255	0	991	0	222,483	2,291,147	171,191	2,684,821
2018-2022	763	709	510	0	1,982	0	222,483	2,291,147	171,191	2,684,821
2023-2027	1,144	1,064	765	0	2,972	0	222,483	2,291,147	171,191	2,684,821
028-2032	1,525	1,418	1,020	0	3,963	0	222,483	2,291,147	171,191	2,684,821
2033-2037	1,907	1,773	1,275	0	4,954	0	222,483	2,291,147	171,191	2,684,821

As stated in the Development Agreement, Section VI, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.

## EXHIBIT E

### Land Uses and Densities

Maximum Multi-Family, no conversions (density units):  
 Maximum All Other Not Single Family Detached, no conversions (density units):  
 Maximum Total Residential, no conversions (density units):  
 Maximum Light Industrial, no conversions (square feet):

Parcel A	Parcel B	Parcel C	Parcel D	Total:
1,430	1,330	956	0	3,716
1,430	1,330	956	0	3,716
5,720	5,318	3,824	0	14,862
0	1,334,896	13,746,883	1,027,145	16,108,924

## Exhibit F

### Development Fees

<b>GENESIS LANDING TRACT PDD ORDINANCE STANDARD FEE</b>							
<b>Land Use Type</b>	<b>Off-Site and On-Site / Nearsite Roads</b>	<b>Police &amp; Fire</b>	<b>Parks</b>	<b>Library</b>	<b>Schools</b>	<b>Admin/ Planning</b>	<b>Downtown Re-Develop</b>
<b>Residential</b>							
<b>Single Family Residential</b> (per lot)	\$1,500 for offsite, plus the following for On-Site/Nearsite: Parcel A: \$4,091 Parcel B: \$3,359 Parcel C: Sub-Parcel C1: \$3,278 Sub-Parcel C2: \$2,072 Sub-Parcel C3: \$0 Parcel D: \$0	\$1,200	\$320	\$125	\$200	\$25	\$150
<b>Multi-family Residential</b> (per unit)	\$1,500 for offsite, plus the following for On-Site/Nearsite: Parcel A: \$4,091 Parcel B: \$3,359 Parcel C: Sub-Parcel C1: \$3,278 Sub-Parcel C2: \$2,072 Sub-Parcel C3: \$0 Parcel D: \$0	\$1,200	\$320	\$125	\$200	\$25	\$150
<b>General Business</b>							
<b>Hotel / Motel</b> (per room)	\$750 for offsite	\$320	\$320			\$25	\$100
<b>Bed &amp; Breakfast</b> (per room)	\$560 for offsite	\$320	\$320			\$25	\$50
<b>Recreational</b>	\$750 for offsite	\$320	\$320	\$70	\$125	\$25	\$50

<b>Nursing Home &amp; Assisted Living</b> (per bed)	\$115 for offsite	\$100				\$25	\$50
<b>Movie Theaters</b> (per seat)	\$25 for offsite	\$5				\$5	\$5
<b>Golf Course</b> (per acre)	\$200 for offsite	\$80				\$15	\$10
<b>Light Industrial</b>							
<b>Warehousing</b> (per 1000 sq ft bldg)	\$300 for offsite	\$50				\$5	\$50
<b>General Industrial / Manufacturing</b> (warehousing & office) (per 1000 sq ft bldg)	\$375 for offsite	\$50				\$5	\$75
<b>Trucking Terminal</b> (per 1000 sq ft bldg)	\$675 for offsite	\$50				\$10	\$75

\* Uses not listed above will be compared against the ones listed above and the most appropriate category will be applied

<b>Vehicle Park</b> (per _____)							
<b>Restaurant</b> (per seat)	\$50 for offsite	\$25				\$25	\$25
<b>Office</b>							
<b>General Office</b> (per 1000 square ft bldg)	\$750 for offsite	\$320				\$25	\$50
<b>Medical Office</b> (per _____)	\$1,500 for offsite	\$320				\$25	\$100
<b>Retail / Commercial</b>							
<b>Retail Under 100,000 sq ft</b> (per 1000 sq ft bldg)	\$940 for offsite	\$320				\$25	\$100
<b>Retail 100,000 to 499,999 sq ft</b> (per 1000 sq ft bldg)	\$900 for offsite	\$320				\$20	\$75
<b>Retail over 500,000 sq ft</b> (per 1000 sq ft bldg)	\$860 for offsite	\$320				\$15	\$50
<b>Gasoline / Convenience Store</b> (per pump)	\$2,250 for offsite	\$320				\$100	\$200
<b>Day Care Center</b> (per _____)	\$1,300 for offsite	\$100				\$50	
<b>Hospital</b> (per bed)	\$600 for offsite	\$100					\$50



## EXHIBIT G

### BOULEVARD AND OTHER ON-SITE AND NEARSITE ROAD IMPROVEMENT DESCRIPTIONS, ESTIMATED SCHEDULING, AND RESPONSIBILITY

#### **Responsibility**

An Owner and/or its assigns, including a Developer proposing to develop all or a portion of its Parcel such that it is the only party triggering certain On-Site and Nearsite Road improvements for the North-South Boulevard, Glover Road, the S.C. 336 and Boulevard intersection improvements and/or the S.C. 462 and Glover Road intersection improvements, as specified below, shall have the sole financial and performance responsibility for these certain On-Site and Nearsite Road improvements only if and when development is to occur on its Parcel, as described below. On-Site and Nearsite Road improvement costs incurred by such Owner and/or its assigns including a Developer, are subject to reimbursement and credit by the Town as per Section 10 of this Agreement. Any other Owner or Developer who is not developing all or a portion of its Parcel shall not be forced into performing or paying for the On-Site and Nearsite Road improvements specified below unless and until development on its Parcel is to occur, as described below, unless it otherwise agrees to do so in writing.

If two or more Owner(s) and/or their assigns, including Developer(s), propose to develop all or a portion of their Parcels simultaneously, or approximately at the same time, such that two or more parties development activities will trigger the same On-Site and Nearsite Road improvements as specified below, then the financial and performance responsibility of implementing the On-Site and Nearsite Road improvements that would have otherwise been the sole responsibility of each of the parties if developing independently, shall be divided and allocated pro-rata to the respective parties by the Town, according to projected traffic loads for said development activities, as determined by traffic impact analysis performed as part of the Master Plan process in connection with the Parcels sought to be developed by each respective Owner or Developer, unless otherwise agreed to in writing by the parties. In such a case where two or more parties bear financial and performance responsibility for implementing portions of the same On-Site and Nearsite Road improvements, a written agreement approved by the Town that specifies, among other things, the pro-rata allocations of responsibility between the parties, as well as remedies in the event of a defaulting party and the recovery of related attorneys fees, shall be agreed to and signed by the parties seeking such development before the improvements can begin.

#### **Allocation of Shared Thresholds**

In cases as specified below where Parcel A and Sub-Parcel C1 have a shared threshold for the number of certificates of occupancy that may be realized before triggering certain Glover Road improvements and/or the S.C. 462 and Glover Road intersection improvements, Parcel A shall be allowed up to 75% and Sub-Parcel C1 up to 25% of the shared threshold number of certificates of occupancy, unless otherwise agreed to in writing by the Owner(s) of the undeveloped portions of Parcel A and Sub-Parcel C1. Said improvements shall be completed and paid for by the

Owner(s) or Developer(s) of the respective portions of Parcel A and/or Sub-Parcel C1 as set forth under the heading "Responsibility" in this Exhibit G.

In cases as specified below where Parcels A and B have a shared threshold for the number of certificates of occupancy that may be realized before triggering certain North-South Boulevard improvements and/or the S.C. 336 and Boulevard intersection improvements, Parcel A shall be allowed up to 50% and Parcel B up to 50% of the shared threshold number of certificates of occupancy, unless otherwise agreed to in writing by the Owner(s) of the undeveloped portions of Parcels A and B. Said improvements shall be completed and paid for by the Owner(s) or Developer(s) of the respective portions of Parcels A and/or B as set forth under the heading "Responsibility" in this Exhibit G.

### **North/South Access Boulevard**

The North/South Access Boulevard ("Boulevard") commences at S.C. 336 extending south and terminating at Glover Road, as more generally illustrated on the Concept Plan included in the PDD. While the Boulevard is essential to the development of the Genesis Landing Tract as a whole, Parcel B and a portion of Parcel A will utilize the Boulevard as primary ingress and egress. The Owners or Developers of the Residential portions of Parcel C, as indicated on the PDD Concept Plan, shall be allowed to interconnect to the Boulevard at their sole expense, provided however that such interconnectivity shall not be used for industrial truck traffic to or from Light Industrial land use on any portion of Parcels C and D. The total estimated cost for a completed two-lane roadway is \$12.1 million. Estimated cost for a four-lane roadway with divided median, turn lanes, and shoulders is \$19.7 million. Design requirements shall be determined as part of the traffic impact analysis submitted as part of the Master Plan process and are to provide an acceptable Level of Service (LOS C or better based solely on internal traffic generation) for the Boulevard. The Boulevard may be constructed in phases, with each phase to be designed to adequately manage the projected traffic loadings resulting from phased development of the related proximate portions of Parcels A and B.

If and when development is to occur along the Boulevard, the Owner(s) or Developer(s) of the respective portions of Parcels A and/or B, as set forth under the heading "Responsibility" in this Exhibit G, shall be responsible for, at a minimum, two twelve foot wide paved lanes with turn lanes, shoulders and intersection improvements as needed to provide access to either S.C. 336, or alternatively to Glover Road from the related portions of Parcels A and/or B that are proposed for development. In the event initial access is provided south to Glover Road, then the same Owner(s) or Developer(s) providing access to Glover Road shall also pave Glover Road as a two lane section east to S.C 462, or alternatively west to the currently paved portion of Glover Road.

Upon issuance of the 4,000th certificate of occupancy for Parcel B, or the 8,000th certificate of occupancy for Parcels A and B, whichever is realized sooner, or at such earlier time as may be indicated to prevent unacceptable Levels of Service (LOS D or below based solely on internal traffic generation) on the road system as specific Master Plan and site specific developments are submitted with accompanying traffic impact analysis during the term of this Agreement, the Boulevard shall be widened to four lanes extending to S.C. 336 or to Glover Road by the

Owner(s) or Developer(s) of the respective portions of Parcels A and/or B as set forth under the heading "Responsibility" in this Exhibit G. In the event the Boulevard is widened to four lanes south to Glover Road, then the same Owner(s) or Developer(s) widening to four lanes to Glover Road shall also widen Glover Road to a four lane section east to S.C. 462.

Furthermore, upon issuance of the 5,500th certificate of occupancy for Parcel B, or by the 8,000th certificate of occupancy for Parcels A and B, whichever is realized sooner, or at such earlier time as may be indicated to prevent unacceptable Levels of Service (LOS D or below based solely on internal traffic generation) on the road system as specific Master Plan and site specific developments are submitted with accompanying traffic impact analysis during the term of this Agreement, a second ingress/egress shall be provided by the Owner(s) or Developer(s) as set forth under the heading "Responsibility" in this Exhibit G. In the event that Boulevard has previously been widened to S.C. 336, this shall include, at a minimum, construction of a two lane paved access south to Glover Road, with the same Owner(s) or Developer(s) providing access south to Glover Road further paving Glover Road as a two lane section east to S.C. 462, or alternatively, west to the currently paved portion of Glover Road. Conversely, in the event the Boulevard has previously been widened to the south towards Glover Road and further east to S.C. 462, then this shall include, at a minimum, an additional two lane paved access north to S.C. 336.

Lastly, upon issuance of the 10,000th certificate of occupancy for Parcels A and B, or at such earlier time as may be indicated to prevent unacceptable Levels of Service (LOS D or below based solely on internal traffic generation) on the road system as specific Master Plan and site specific developments are submitted with accompanying traffic impact analysis during the term of this Agreement, the Boulevard improvements shall be completed and paid for in their entirety by the Owner(s) or Developer(s) as set forth under the heading "Responsibility" in this Exhibit G, whereby such improvements will include Glover Road being widened to a four lane section east to S.C. 462.

Access to the Boulevard shall be governed by the PDD narrative and subject to the terms attached thereto.

Adequacy of the Boulevard improvement components shall be demonstrated at each Master Plan submission and approved by the Town.

### **Glover Road**

Glover Road connects S.C. 462 to old Charleston Road, as more generally shown on the PDD Concept Plan. Parcels A, C and D and a small portion of Parcel B will utilize Glover Road as primary ingress and egress. Glover Road is to primarily serve as secondary access for Parcel B. Initial Glover Road improvements include realignment of the sharp curve, as generally depicted on the Concept Plan, and the paving of a two lane section, from the presently paved portion east to S.C. 462. The estimated cost for initial Glover Road improvements is \$11 million. Additional Glover Road improvements shall consist of the widening from two lanes to four lanes with appropriate acceleration and deceleration lanes, turn lanes and shoulders from S.C. 462 westward

to the point where Glover Road is no longer fronted by the Genesis Landing Tract. The estimated costs for the additional Glover Road improvements is \$7 million, for a total of \$18 million. Design requirements shall be determined as part of the traffic impact analysis submitted as part of the Master Plan process and are to provide an acceptable Level of Service (LOS C or better based solely on internal traffic generation) for Glover Road. All Glover Road improvements may be constructed in phases, with each phase to be designed to adequately manage the projected traffic loadings resulting from the phased development of the related proximate portions of the Parcels.

If and when development is to occur along Glover Road, the Owner(s) or Developer(s) of the respective portions of Parcel A and/or Sub-Parcel C1, as set forth under the heading "Responsibility" in this Exhibit G, shall be responsible for, at a minimum, the construction and payment for two twelve foot wide paved lanes with turn lanes, shoulders and intersection improvements as needed to provide access to either S.C. 462, or alternatively, to the currently paved portion of Glover Road from the related portions of Parcel A and/or Sub-Parcel C1 that are proposed for development.

Upon issuance of the 2,000th certificate of occupancy for Parcel A and Sub-Parcel C1, or at such earlier time as may be indicated to prevent unacceptable Levels of Service (LOS D or below based solely on internal traffic generation) on the road system as specific Master Plan and site specific developments are submitted with accompanying traffic impact analysis during the term of this Agreement, the initial Glover Road improvements shall be completed and paid for by the Owner(s) or Developer(s) of the respective portions of Parcel A and/or Sub-Parcel C1 as set forth under the heading "Responsibility" in this Exhibit G.

After the issuance of the 2,000th but prior to the 4000th certificate of occupancy for Parcel A and Sub-Parcel C1, or at such earlier time as may be indicated to prevent unacceptable Levels of Service (LOS D or below based solely on internal traffic generation) on the road system as specific Master Plan and site specific developments are submitted with accompanying traffic impact analysis during the term of this Agreement, Glover Road shall be improved as a four lane road beginning at the ingress/egress point for the submitted master plan and east to S.C. 462, which said improvements shall be completed and paid for by the Owner(s) or Developer(s) of the respective portions of Parcel A and/or Sub-Parcel C1 as set forth under the heading "Responsibility" in this Exhibit G.

Upon issuance of the 4,000th certificate of occupancy for Parcel A, or the 6,000th certificate of occupancy for Parcel A and Sub-Parcel C1, or by the 8,000th certificate for occupancy of all Parcels, whichever is realized sooner, or at such earlier time as may be indicated to prevent unacceptable Levels of Service (LOS D or below based solely on internal traffic generation) on the road system as specific Master Plan and site specific developments are submitted with accompanying traffic impact analysis during the term of this Agreement, the remaining Glover Road improvements shall be completed and paid for by the Owner(s) or Developer(s) of the respective portions of Parcel A and/or Sub-Parcel C1 as set forth under the heading "Responsibility" in this Exhibit G.

Access to Glover Road shall be governed by the PDD narrative and subject to the terms attached thereto.

The adequacy of Glover Road improvements will be demonstrated at each Master Plan submission and approved by the Town.

### **S.C. 336 and Boulevard Intersection Improvements**

The S.C. 336 and Boulevard intersection improvements may include improvements to the intersection such as potential widening, signalization and acceleration/deceleration lanes. Improvements shall be determined as part of a traffic impact analysis submitted as part of the encroachment process with SCDOT, and are to be designed to prevent an unacceptable Level of Service (LOS D or below based solely on internal traffic generation) at that intersection, when traffic loads from the Project are considered. Estimated cost is \$850,000. Right-of-way acquisition costs have been excluded since said costs are subject to fluctuate and vary over time. Improvements to the intersection are required to be completed by the Owner(s) or Developer(s) of the respective portions of Parcels A and/or B as set forth under the heading "Responsibility" in this Exhibit G by the issuance of the 5,500th certificate of occupancy of Parcel B, or issuance of the 8,000th certificate of compliance for Parcels A and B, whichever is achieved sooner, or at such earlier time as may be indicated to prevent unacceptable Levels of Service (LOS D or below based solely on internal traffic generation) at said intersection as specific Master Plan and site specific developments are submitted with accompanying traffic impact analysis during the term of this Agreement. Adequacy of the intersection improvements are to be approved by the Town in conjunction with the SCDOT encroachment permitting process.

### **S.C. 462 and Glover Road Intersection Improvements**

The S.C. 462 and Glover Road intersection improvements may include improvements to the intersection such as potential widening, signalization and acceleration/deceleration lanes. Improvements shall be determined as part of a traffic impact analysis submitted as part of the encroachment process with SCDOT, and are to be designed to prevent an unacceptable Level of Service (LOS D or below based solely on internal traffic generation) at that intersection, when traffic loads from the Project are considered. Estimated cost is \$750,000. Improvements to the intersection are required to be completed and paid for by the Owner(s) or Developer(s) of the respective portions of Parcel A and/or Sub-Parcel C1 as set forth under the heading "Responsibility" in this Exhibit G by the issuance of the 4,000th certificate of occupancy of Parcel A, or issuance of the 6,000th certificate of compliance for Parcel A and Sub-Parcel C1, or by the 8,000th certificate for occupancy of all Parcels, whichever is realized sooner, or at such earlier time as may be indicated to prevent unacceptable Levels of Service (LOS D or below based solely on internal traffic generation) at said intersection as specific Master Plan and site specific developments are submitted with accompanying traffic impact analysis during the term of this Agreement. Adequacy of the intersection improvements are to be approved by the Town in conjunction with the SCDOT encroachment permitting process.

## EXHIBIT H

Addresses for Legal and Equitable Owners and their Attorneys:

Parcel A Equitable Owner and Applicant:

Plum Creek Land Company  
999 Third Avenue  
Suite 4300  
Seattle, WA 98104  
Attn: Todd Timberlake

Parcel A Legal Owner and Attorney:

Plum Creek Timberlands, LP  
999 Third Avenue  
Suite 4300  
Seattle, WA 98104  
Attn: Kat Sims

Parcel B Legal Owner and Applicant:

Harold S. Pittman and Helen Dills-Pittman  
P.O. Box 1111  
Ridgeland, SC 29936  
Attn: Helen Pittman

Parcel B Attorney:

Vaux & Marscher Attorneys  
16 William Pope Drive, Suite 202  
Okatie, SC 29909  
Attn: Rick Marscher

Parcel C Legal Owner and Applicant:

Glover Real Estate, LLC  
P.O. Box 3823  
Bluffton, SC 29910  
Attn: Bobby Glover

Parcel C Attorney:

Jones, Patterson, Simpson & Newton  
18 Pope Avenue  
P.O. Drawer 7049  
Hilton Head Island, SC 29938  
Attn: Russell Patterson

Parcel D Legal Owner and Applicant:  
Bradford L. Childers and Ramona W. Childers  
Creekside Farms  
9 Old Sawmill Trace  
Bluffton, SC 29910  
Attn: Ramona Childers

Parcel D Attorney:  
McNair Law Firm  
5 Belfair Village Drive  
P.O. Drawer 3  
Hilton Head Island, SC 29938  
Attn: Sarah Robertson