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July 14, 2014

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Via Facsimile and U.S. Mail

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

Re: Transfer of Development Rights for Riverchase Estates

Dear Mr. Willis:

As you know from prior meetings and discussions, our firm represents LGI Land SC, LLC ("LGI Land") regarding the development of Riverchase Estates. LGI Land sold its development rights to Riverchase Estates Partners, LLC ("Riverchase Partners"). The Development Agreement for Riverchase Estates sets forth notification and acknowledgment requirements for both the seller and purchaser.

Enclosed please find the notifications from both LGI Land and Riverchase Partners. Please contact me with any questions or concerns.

Respectfully,

SPENCER & SPENCER, P.A.


W. Chaplin Spencer, Jr.

Enclosures

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

Re: Transfer of Development Rights for Riverchase Estates

Mr. Willis:

This letter is to provide Lancaster County notice of a transfer of development rights in accordance with Section 3.05 of the Development Agreement for Riverchase Estates recorded on July 18, 2008. LGI Land SC, LLC is transferring its rights and interests in Riverchase Estates to Riverchase Estates Partners, LLC.

Address of LGI Land SC, LLC: LGI Land SC, LLC 3440 Riley Fuzzell, Suite 150, Spring, Texas 77386

Address of Riverchase Estates: Riverchase Estates Partners, LLC, 140 Lake Robbins Drive, Suite 430, The Woodlands, Texas 77380

Contact Person with Riverchase Estates: Eric T. Lipar


Location and Number of Acres: Riverside Road, Lancaster County, SC containing approximately 1,981 acres with a portion bordering the Catawba River, less and except approximately 46 individual residential lots previously sold.

Number of Residential Units: 1,250 residential units if septic tank systems are used or 1,939 if sewer systems are used, minus the approximately 46 lots previously sold. Sewer is not readily available at this time.

Commercial Acreage: Approximately 41.75 acres are intended to be rezoned commercial per the Development Agreement.

Please contact me with any questions.

Sincerely,



Thomas E. Lipar, Manager
LGI Land SC, LLC

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

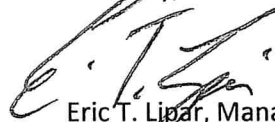
Re: Transfer of Development Rights for Riverchase Estates

Mr. Willis:

Riverchase Estates Partners, LLC is acquiring the Riverchase Estates development from LGI Land SC, LLC, including the rights and obligations of the Development Agreement for Riverchase Estates recorded on July 18, 2008. In accordance with Section 3.05 of the Development Agreement, this letter serves as both an acknowledgement of the Development Agreement and a commitment by Riverchase Estates Partners, LLC to be bound by the terms thereof.

I look forward to working with Lancaster County and moving forward with Riverchase Estates. Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric T. Lipar", is written over the printed name.

Eric T. Lipar, Manager
Riverchase Estates Partners, LLC

Oedinance
892

Execution Version

2008010171

AGREEMENT
RECORDING FEES

\$34.00

PRESENTED & RECORDED:

07-18-2008 11:38 AM

JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: JOHN LANE REGISTER

BK:MORT 1957

PG:307-335

(Space above this line for recording use)

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) RIVERCHASE ESTATES

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the **31ST day of March, 2008** ("Effective Date"), by and between **LGI LAND SC, LLC** ("Developer"), a South Carolina limited liability company, and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer is developing certain real property, consisting of one thousand nine hundred eighty-one (1,981) acres, more or less, located in the County and known as the Riverchase Estates development and presently zoned R-30 Low Density Residential/Agricultural District.

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

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

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

(Space above this line for recording use)

STATE OF SOUTH CAROLINA)	DEVELOPMENT AGREEMENT
)	
COUNTY OF LANCASTER)	RIVERCHASE ESTATES

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

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

ARTICLE I

GENERAL

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

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

(1) “Act” means the South Carolina Local Government Development Agreement Act, codified as S.C. Code §§ 6-31-10 to -160, as amended.

(2) “Agreement” means this Development Agreement.

(3) “County” means the County of Lancaster, a body politic and corporate, a political subdivision of the State of South Carolina.

(4) “County Council” means the governing body of the County.

(5) “Developer” means LGI Land SC, LLC, a South Carolina limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

(7) “Effective Date” means March 31, 2008.

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

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

(10) “Ordinance No. 891” means Ordinance No. 891 of the County zoning the Property R-30 Low Density Residential/Agricultural District.

(11) “Ordinance No. 892” means Ordinance No. 892 of the County approving this Agreement.

(12) “Parties” means County and Developer.

(13) “UDO” means Ordinance No. 309 as amended as of the Submission Date and which is cited as the Unified Development Ordinance of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.

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

(15) “Submission Date” means February 4, 2008.

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

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

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

Section 1.05. Zoning. The Property was zoned R-30 Low Density Residential/Agricultural District pursuant to Ordinance No. 891. The Parties acknowledge and agree that Developer will initiate a commercial zoning request on or before December 31, 2008 for the property identified as Tract I and Tract II on Exhibit F attached hereto.

Section 1.06. Permitted Uses. (A) The development uses permitted on the Property are limited to those shown on the attached Exhibit B and Exhibit F, more specifically being One Thousand Two Hundred Fifty (1,250) single-family residential lots if septic tank systems are used for the entire Property and One Thousand Nine Hundred and Thirty-Nine (1,939) units if sewer systems are used, along with accessory uses such as walking trails, a club house and pool. Density is limited to (0.645) dwelling units per acre if septic tank systems are used for the entire Property and (1.0) dwelling unit per acre if sewer systems are used. Building heights are limited to those building heights permitted by the UDO. The Parties acknowledge and agree that it is the intent of the Parties that Tract I and Tract II on Exhibit F be rezoned and used for commercial purposes. Other terms and conditions of the development of the Property are set forth on Exhibit B.

(B) For purposes of plan approval, the Preliminary Plan, attached hereto as Exhibit F and incorporated herein by reference, is approved as to Phase I. All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the requirements of the UDO apply. Prior to recording any plat for the Property, Developer must obtain final plat approval from the County Planning Department staff. The final plat approval process includes any necessary reviews by other departments and agencies and compliance with the other departments and agencies applicable regulations.

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

(B) County and Developer acknowledge that the development schedule is an estimate. The failure of the Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. County and Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if

the Developer is able to demonstrate and establish that there is good cause to modify those dates. “Good cause” includes, but is not limited to, changes in market conditions.

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

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

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

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

(C) Notwithstanding the provisions of Section 1.09(B), the purchaser or other successor in title to the Developer and who is the owner or lessee of an individual residential lot is responsible for performance of Developer’s obligations pursuant to Section 4.02, but only as to the portion of the Property so transferred.

Section 1.10. Term. The term of this Agreement commences on the Effective Date and terminates twenty (20) years thereafter.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 892 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 892 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer. (A) Developer represents that the number of acres of highland contained in the Property is one thousand four hundred eleven (1,411) acres, more or less.

(B) Developer represents that it is the only legal and equitable owner of the Property as of the Effective Date.

(C) Developer represents and warrants that the execution, delivery and performance by the individual or entity signing this Agreement on behalf of the party has been duly authorized and approved by all requisite action on the part of such party.

ARTICLE III

DEVELOPMENT RIGHTS

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

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Submission Date as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 891 and the UDO and the terms of this Agreement. The County acknowledges that Developer will seek to rezone Tract I and Tract II, as contemplated in Section 1.05, after the Effective Date. It is the intent of the Parties that the zoning classification applicable to Tract I and Tract II will be that as rezoned, subject to the approval of County Council in the normal zoning process.

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

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

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as S.C. Code §§ 6-29-1510 to 1560, as amended, or the provisions of Ordinance No. 673, the County's ordinance relating to the Vested Rights Act.

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

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

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

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

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

(5) that this Agreement was based on substantially and materially inaccurate information supplied by the Developer that materially affected the terms and provisions of this Agreement.

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

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

(1) Zoning permit;

(2) Building permits, including plat approval; and

(3) Sign permit.

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

Section 3.05. Transfer of Development Rights. Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units or commercial acreage subject to the transfer. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. This provision does not apply to the purchaser or other successor in title to the Developer of individual lots as set forth in Section 1.09.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article. The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, ad valorem taxes collected from the property may meet or exceed the burdens and costs placed upon the County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs.

Section 4.02. Payment to Lancaster County. (A) At the time an application for a building permit is made for each residential dwelling unit authorized in Section 1.06, Developer (or individual lot owners as set forth in Section 1.09(C)) agrees to pay County four thousand nine hundred dollars (\$4,900) as a building fee for each residential dwelling unit to which the building permit would apply. Commencing January 1, 2009 and on each January 1 thereafter, the dollar amount shall be increased by the greater of either three (3%) percent or the Consumer Price Index, all items, as published by the Wall Street Journal on the first business day of the then current calendar year, provided, that the dollar amount may not exceed the sum of nine thousand dollars (\$9,000). Payments made by the Developer pursuant to this section are separate and distinct from any other amounts due from Developer at the time of application for a building permit.

(B) The expenditure and use of the revenue from the payments required by this section is at the sole discretion of the County Council.

Section 4.03. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than September 1, 2008, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000) and is limited to County payments to

third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.04. Other Charges or Fees. (A) Nothing in this Agreement shall be construed as relieving Developer from the payment of any fees or charges in effect at the time of collection as may be assessed by entities other than the County.

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

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

Section 4.05. Fire Station. (A) Developer agrees to donate to the County 5.077 acres, more or less, identified as Tract I on Exhibit F, attached hereto and incorporated hereby by reference ("Fire Station Property"). Developer shall provide the Fire Station Property to the County "as is" and at no cost to the County. Not later than the time Developer donates the money for the fire station as provided in subsection (B), Developer shall transfer the Fire Station Property by way of general warranty deed conveying fee simple title to the County, provided, that Developer may include a deed restriction on the use of the Fire Station Property for fire and life safety purposes. Title to the Fire Station property shall be insurable. Developer is responsible for all costs associated with the transfer of title to the County, except that County is responsible for the costs of any title insurance that the County chooses to purchase. Prior to the transfer of title, Developer agrees that County shall have access to the Fire Station Property for such purposes as County finds necessary for it to accept the land or for the design of a fire station building on the land.

(B) Developer agrees to donate one million two hundred thousand dollars (\$1,200,000) to the County on or before the issuance of a certificate of occupancy for the two hundred and fiftieth (250th) dwelling unit in Riverchase Estates. Until the donation is made to the County, beginning January 1, 2009 and each January 1 thereafter, the dollar amount shall be increased by the greater of either three percent (3%) or the annual percentage change in the Consumer Price Index, all items, as published in the Wall Street Journal on the first business day of the then current calendar year. These funds shall be deposited in a separate account by the County and used exclusively for the design and construction of the fire station referenced in subsection (C).

(C) County agrees to construct a fire station on the Fire Station Property. Construction shall commence within twelve (12) months of receipt of the Developer donation referenced in this section.

(D) County agrees that the name of the fire station shall contain the word "Riverchase" at the beginning of the name. Developer shall have the right to approve any name and manner in which the name is displayed on the Fire Station. Developer's approval shall not be unreasonably withheld.

Section 4.06. Infrastructure and Services. The Parties recognize that the majority of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

(A) Roads. (1)(a) Developer is responsible for the construction and costs of all roads within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation to Riverside Road related to the development of the Property. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer will comply with any necessary improvements set forth in the traffic study dated May 29, 2007 by Stantec Consulting Services, Inc.

(b) Developer is responsible for all maintenance and costs associated with the private roads and for the maintenance of any landscaping in the right-of-way and any medians of the roads within the Property. Developer may transfer its maintenance obligation to a homeowner's association established for the Riverchase Estates development, provided, that the transfer is for perpetual maintenance.

(2) County acknowledges that the residential portion of the Property will be a restricted access community. Construction and maintenance of all roads within the restricted access community is the responsibility of the Developer. Developer may transfer its maintenance obligation to a homeowners' association established for the Riverchase Estates development, provided, that the transfer is for perpetual maintenance.

(3) Developer agrees to maintain the landscaping at the entrance to the residential portion of the Property on Riverside Road and obtain any necessary easements therefore from the South Carolina Department of Transportation. Developer's obligation to maintain the landscaping is limited to mowing and planting of grass, trimming and planting of shrubs, trees and other vegetation, and maintenance and operation of any associated irrigation system. County agrees to cooperate with Developer in obtaining an easement or other related approvals. Developer may transfer its maintenance obligation to a homeowners' association established for the Riverchase Estates development, provided, that the transfer is for perpetual maintenance.

(B) Potable Water. Potable water will be supplied to the Property by Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary water service infrastructure within the Property and the water service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with water service or water service infrastructure to or within the Property. The water service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(C) Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by individual septic tank systems. The septic tank systems will comply with all environmental rules and regulations as set forth by the South Carolina Department of Health and Environment Control. County is not responsible for any construction, treatment, maintenance, or costs associated with sewage conveyance service or infrastructure to or within the Property.

Developer may obtain sewer service from other sources including Lancaster County Water and Sewer District if this service becomes readily available and prudent, at the sole discretion of Developer. In such event, Developer will construct, or cause to be constructed, all necessary sewer service infrastructure within the Property and the sewer service infrastructure will be maintained by the provider. Any such sewer service infrastructure will be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

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

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

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

(H) Emergency Medical Services (EMS). Emergency medical services shall be provided by the County to the Property on the same basis as is provided to other residents and businesses within the County.

(I) Fire Services. The Property is located in the Van Wyck Volunteer Fire District and fire services will be provided by the Van Wyck Volunteer Fire Department, or successor entities.

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

(K) School Services. Public school services are now provided by the Lancaster County School District.

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

Section 4.07 Improvement District and Revenue Bonds. Developer acknowledges that it may seek to have County Council designate part or all of the Property as an improvement district, pursuant to the County Public Works Improvement Act, codified as Sections 4-35-10 to -160 of the Code of Laws of South Carolina 1976, as amended ("Improvement District Act"), and to have the County issue improvement district revenue bonds payable from assessments imposed on the real property within the improvement district. Proceeds from any revenue bond issue would be used to defray the costs of public infrastructure to be constructed within the improvement district. County agrees to consider the creation of an improvement district for the

Property and the issue of improvement district revenue bonds. The creation of an improvement district for the Property and the issuance of improvement district revenue bonds is subject to: (i) compliance with the procedural and substantive requirements of the Improvement District Act; (ii) evaluation and determination by the County that the proposal is beneficial to the public interest after consideration of all circumstances; (iii) agreement by the County and Developer on mutually acceptable terms and conditions of all associated documents; and (iv) the County or Developer choosing, within its respective discretion, to proceed with the creation of an improvement district and the issuance of improvement district revenue bonds.

ARTICLE V

MISCELLANEOUS

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

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

And to Developer:

LGI Land SC, LLC
Attn: Eric T. Lipar
19221 I-45 South, Ste. 200
Conroe, TX 77385

With Copy to:

Spencer & Spencer, PA
Attn: W. Chaplin Spencer, Jr.
226 East Main Street, Ste. 200
P.O. Box 790
Rock Hill, SC 29731

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

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

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

Section 5.03. Periodic Review. At least every twelve months, the County planning director must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

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

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

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

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

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

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

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

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

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

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

Section 5.13. Construction of Agreement. The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

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

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

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

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

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

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

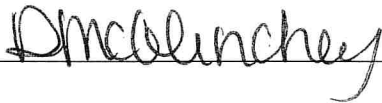
SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:



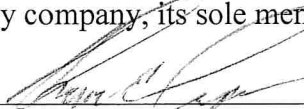


DEVELOPER:

LGI Land SC, LLC,
a South Carolina limited liability company

By: LGI GP, LLC, a Texas limited liability
company, its Manager

By: LGI Holdings, LLC, a Nevada limited
liability company, its sole member

By: 

Name: Thomas E. Lipar

Title: Sole Member/Manager

Date: 7-15-2008

ADDITIONAL SIGNATURES FOLLOW ON NEXT PAGE.

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WITNESSES:

Michael E.
Alan Walker

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: Rudy L. Carter
Rudy L. Carter
Chair, County Council
Date: 7-7-08

WITNESSES:

Michael E.
Alan Walker

COUNTY:

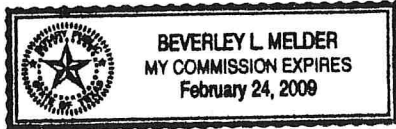
COUNTY OF LANCASTER,
SOUTH CAROLINA

By: Wesley Grier
Wesley Grier
Secretary, County Council
Date: 7-7-08

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE

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

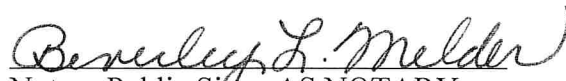




First Witness Signs Again Here

Seal

SWORN to before me this
15th day of July, 2008.



Notary Public Signs AS NOTARY
Notary Public for the State of ~~South Carolina~~ Texas
My Commission Expires: 2-24-2009

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE

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

Michael E.
First Witness Signs Again Here

Seal

SWORN to before me this
7 day of July, 2008.

Irene Raylu
Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: 8-3-08

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Exhibit A
Property Description

Riverchase Estates

Alexander Tract, 2.73 acres, part of tax map number 0030-00-001.00 and set forth on the Boundary Survey recorded on July 19, 2007 in Plat Book 2007, at page 869 with the Register of Deeds for Lancaster County, South Carolina.

Catawba River Investments Tract, 1980.593 acres, tax map number 0030-00-002.00 and set forth on the Boundary Survey recorded on April 4, 2007 in Plat Book 2007, at page 317 with the Register of Deeds for Lancaster County, South Carolina.

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Exhibit B
Development Conditions
and
Development Acreage and Information

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

Conditions and Exceptions

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

1. The minimum lot widths can be reduced so long as the lot width, as measured at the front setback, maintains a minimum width of no less than 100 feet. In the event of any conflict between this Agreement and regulations of the South Carolina Department of Health and Environmental Control (SCDHEC) regarding lot size or setbacks with lots using septic tank systems, SCHEC regulations shall govern and control.
2. The front setback shall be no closer than 40 feet to the road right-of-way, as measured parallel to the road right-of-way. Improvements may be set back an unlimited distance from the front road right-of-way provided that all rear setbacks are at least 25 feet.
3. For lots located along road curvatures and cul-de-sacs, the minimum frontage shall not be less than 25' as measured along the right-of-way. Lot lines may be at angles less than 90 degrees to the road right-of-way so long as the minimum lot width requirement is met at the right-of-way and at the front setback. Flag lots shall be permissible so long as the minimum lot widths, as measured at the road right-of-way and the front setback, are met. Flag lots can be established to take advantage of topographic and geographic restrictions.
4. County agrees that Developer may place the promotional Riverchase Estates signs on the Property in accordance with Exhibit G attached hereto and incorporated herein by reference.
5. Developer may submit section specific subdivision approval plans to the Planning Commission and each section can be approved independent of each other (subdivision can be approved in phases/sections) and upon approval of the section subdivision approval, each approval shall be vested until the expiration of the specified rights of the Agreement unless a subdivision section is approved in the last two years of the Agreement vested rights period, then that subdivision approval shall be vested for a period of 2 years after expiration of the vested rights period set forth in this Agreement. This provision is subject to the maximum lot density limitations set forth elsewhere in this Agreement.
6. Changes to approved subdivision plans can be made so long as the changes are internal to the site and does not decrease the amount of dedicated open space nor changes the general character of the approved subdivision plan. Changes can include revisions to lots, roads and other items that are subject to final engineering design and

can be demonstrated to Planning Staff that changes are necessary and will not be detrimental to the general public and/or the development. All such changes shall be administratively approved.

7. Developer shall be allowed flexibility in its road design because all interior roads shall be owned and maintained by the Homeowner's Association (HOA). Roads shall not be subject to the requirements set forth in the UDO, but must comply with the following minimum standards:

Description:	Collector Roads	Local Roads
Road Right-of-Way	66 Feet	60 Feet
Pavement Width	24 Feet (12' Lanes)	22 Feet (11' Lanes)
Centerline Curve Radius	250 Feet (min.)	150 Feet (min.)
Tangent Between Reverse Curves	None Required	None Required
Tangent at Intersections	None Required	None Required

- a. Ditch sections shall be permissible for all roadways and ditches shall be lined (rip rap, paved, geotextile fabrics, etc as necessary to stabilize ditch sections.
- b. Curb and gutter, when used, shall be either 24" valley gutter or 24" standard curb. Median curb shall be type approved by SCDOT for such application.
- c. As security for roads, Developer may provide a bond or letter of credit equal to not less than 100% of construction costs.
- d. Sidewalks are not required.
- e. As used in this Agreement, collector roads shall mean and refer to only those roads that have the ability to move traffic from one section of the Property to another.

8. Developer will not develop any property along the Catawba River that is located in the flood plain as set forth and marked on Exhibit F. Notwithstanding the foregoing, residential lots may extend into portions of the flood plain provided that no dwelling may be constructed in the flood plain. The remaining flood plain areas immediately adjacent to the Catawba River and constituting a majority of the flood plain for the Property, will be platted as a natural area and turned over to a homeowner's association established for the Riverchase Estates development. Developer will grant County a ten-foot wide easement through the natural area, at location designated by Developer with input and consultation from County, to allow connection with future walking trails along the Catawba River.

9. Developer shall record restrictive covenants on the Property with the Register of Deeds for Lancaster County, South Carolina to ensure that no residential dwelling is less than 2,400 square feet.

10. Prior to the installation of water and sewer for the Riverchase development, at the request of the Developer, the County agrees to issue up to ten (10) building permits for model single family residences for sale and/or business offices related to the development (collectively, "Model Homes"). The Model Homes may be connected to temporary water and sewer services, including septic tanks, provided, that the Model Homes shall be connected to permanent water and sewer services as soon as the permanent services are available. Prior to issuing the building permits for the Model Homes, Developer shall provide County with proof of applicable approvals by

other government entities, including, but not limited to the South Carolina Department of Health and Environmental Control. Except for the water and sewer connections, Developer must comply with all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes. Developer agrees that County shall not issue a certificate of occupancy for the Model Homes until the Model Homes are connected to permanent water and sewer service and meet otherwise applicable requirements, provided, that the absence of a certificate of occupancy does not prevent Developer from the using the Model Home for Model Home purposes.

11. Because of the approximately 500 acres of the Property that will not be developed, the heavily wooded lots and lot restrictions preventing owners from clearing any tree larger than 3" except for footprints and driveways, Developer shall not be required to provide any further landscaping on the residential portion of the Property or provide any performance guarantees thereof. The commercial portion of the property shall be governed by the applicable provisions of the UDO.

Density and Acreage Information

- The total number of acres used to calculate density is one thousand nine hundred thirty nine (1,939). This number excludes approximately 41.67 acres of proposed commercial property.
- The overall density for the residentially zoned portions of Riverchase Estates development is 645 units per acre using septic tank systems for the entire Property.
- The overall density for the residentially zoned portions of Riverchase Estates development is 1 unit per acre if sewer service is obtained from Lancaster Water and Sewer District or other sources for portions of the Property.

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Exhibit C
Development Schedule

<u>Construction Item</u>	<u>Start Date</u>	<u>Complete Date</u>
Off-site Waterline 30" LCWSD to Development	Summer '08	Winter '08
Roadway Construction Section 1 - 320 Lots	Summer '08	Fall '09
Roadway Construction Section 2 - 440 Lots	Spring '10	Fall '11
Club House with Amenities	Fall '10	Fall '11
Roadway Construction Section 3 - 440 Lots	Fall '12	Spring '14

Developer intends to sell lots to individual property owners. Future property owners can commence house construction in Fall '09. Build out is difficult to predict with individual lot owners constructing custom homes.

It is anticipated that 15% of the lot owners will commence construction each year. Based upon initial sales of 200 lots, the build out estimate is as follows:

2009	30 homes started
2010	50 homes started
2011	80 homes started
2012	100 homes started
2013	260 homes started
2014	260 homes started
2015	260 homes started
2016	160 homes started

*these estimates are based upon septic tank systems and will increase if sewer service is utilized for the Property

Exhibit D
Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. Developer is the legal and equitable owner of the Property.

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

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

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

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

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

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer agrees to comply with all applicable environmental laws. Property immediately along the Catawba River and located in the floodplain will be preserved as set forth in Exhibit B.

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

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

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

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

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

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

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

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

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

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

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

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

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

(U) *a provision addressing the conditions and procedures by which the agreement may be assigned. See Section 1.09(B), Section 3.05 and Section 5.14.*

Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 891 zoning the Property R-30 Low Density Residential/Agricultural District.
2. Ordinance No. 892, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of the Submission Date. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of the Submission Date of this Agreement. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.

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Preliminary Plan

NOTE: A full size copy of the Preliminary Plan dated February 21, 2008 is on file with the Lancaster County Planning Department.

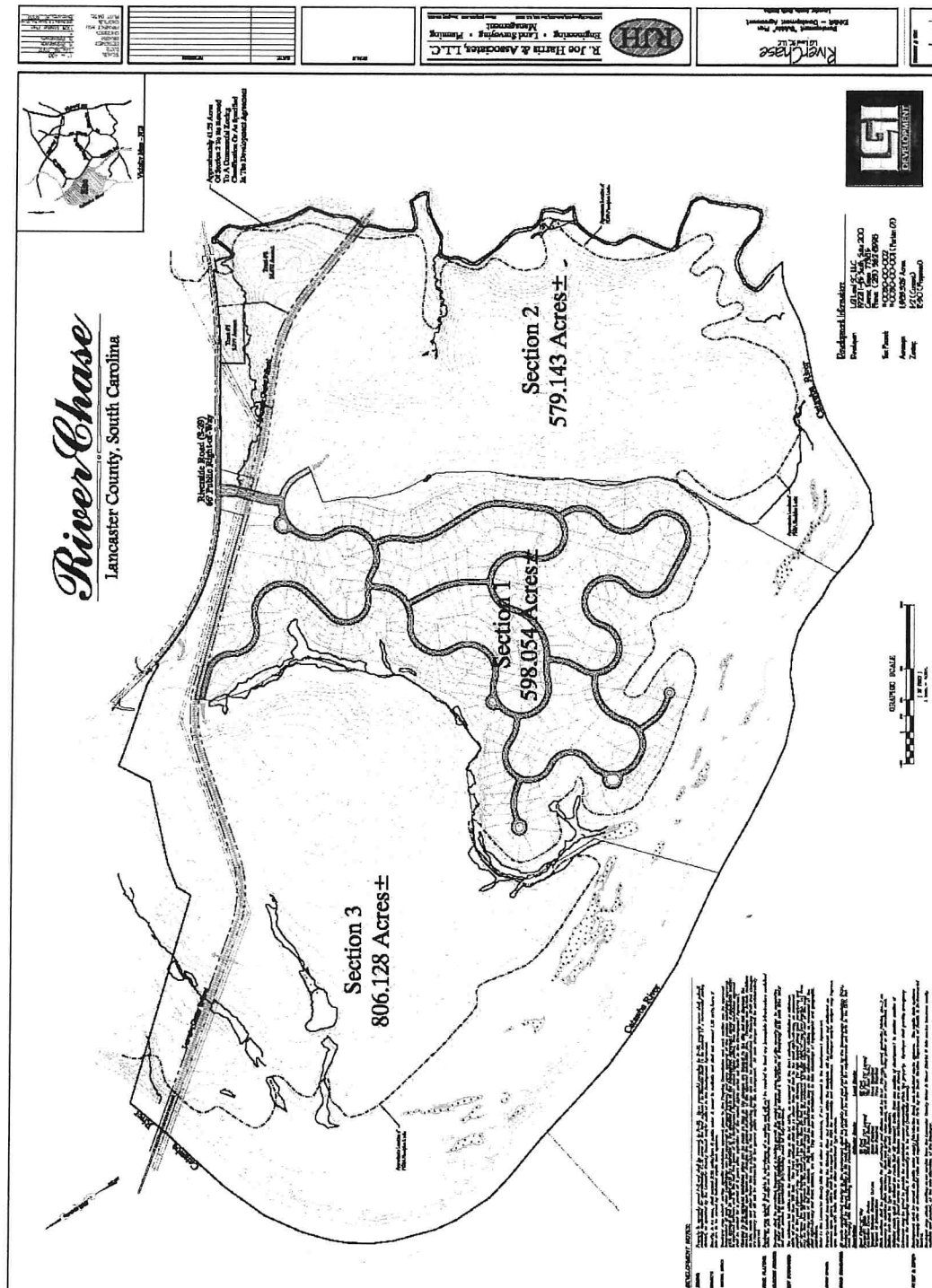
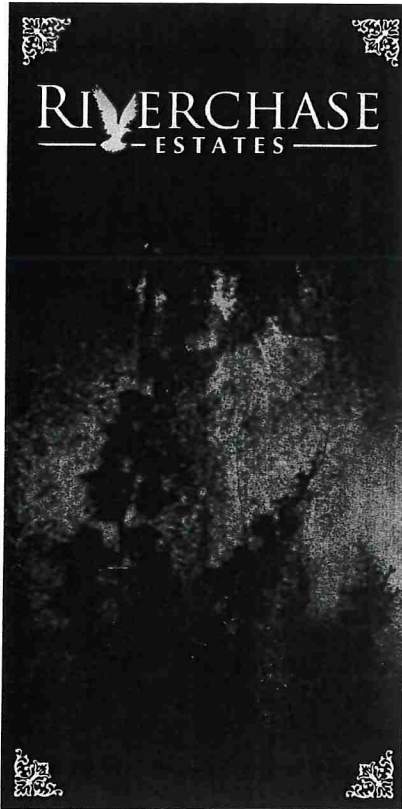
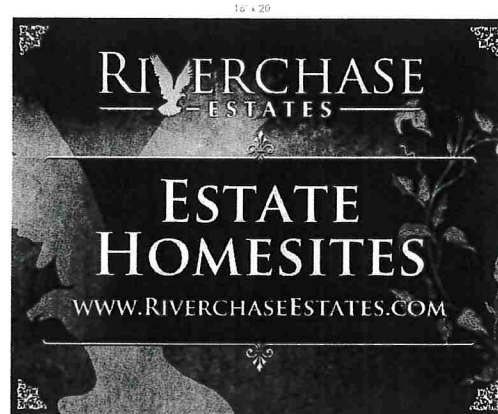


Exhibit G
Riverchase Estates Signage



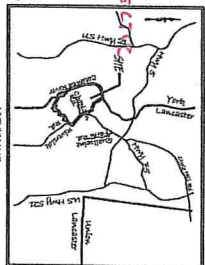
Size: 8'x 4'
Quantity: 20
Location: Property line along
Riverside Road.



Size: 16' x 20'
Quantity: 5
Location: Near entrance of
Riverchase Estates and inside
development.

On Riverside Drive, signs must be at
least 500' apart

100x100



Penelope Karagounis

From: Brandon Fridmore [bpridmore@rjoe Harris.com]
Sent: Wednesday, June 18, 2008 12:50 PM
To: 'Penelope Karagounis'
Cc: 'Justin Starbuck'; ckarres@lanca stercounty sc.net; MEY@MCNAIR.NET; 'Spencer, W. Chaplin'; 'Ron Dziuk'; 'Butch Alanis'; kengreen@rjoe Harris.com; mloffis@rjoe Harris.com
Subject: RiverChase - Sight Triangles



RiverChase - Sight
Triangles.p...

Penelope,

Please find attached an overall sight triangle exhibit for Section 1, per your discussions with Justin over the past couple of days. Lgt land is agreeable to the format presented and please confirm that Lancaster County is agreeable as well, as this will also serve as a template for sight triangle requirements for the future Sections.

If okay, we will update our final plat maps to include these sight triangles so it is accurately depicted at the time of recordation.

Thank you.

Brandon