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**Development Agreement
The Paddocks at Camden**

by and between

Carlyle Development, LLC

and

City of Camden, South Carolina

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**DEVELOPMENT AGREEMENT
THE PADDOCKS AT CAMDEN**

This Development Agreement (this “*Agreement*”) is entered into this ____ day of _____ 2024 (the “*Effective Date*”) by and between Carlyle Development, LLC, a limited liability company organized under the laws of the State of Delaware (as further defined in Section 1.01, the “*Property Owner*”) and the City of Camden, South Carolina, a municipality and political subdivision of the State of South Carolina (the “*City*”), each of which may be referred to herein as a “*Party*” and together as the “*Parties*.”

RECITALS:

1. The Property Owner is the owner of those certain parcels of real property collectively measuring approximately [250.61] acres of real property (as fully described in **Exhibit A** to this Agreement and defined in Section 1.01, the “*Property*”). The Property Owner petitioned the City to annex the Property into the boundaries of the City and has proposed to develop a master-planned residential community now referred to as the “Paddocks at Camden” (as further defined in Section 1.01, the “*Project*”).

2. By Ordinance No. 24-__ dated [●], 2024, the City annexed the Property and rezoned the Property to Master Planned District – 2 (MPD-2), the specific land use requirements of which are set forth in the Master Planned District – The Paddocks at Camden, which is attached to this Agreement at **Exhibit B** (the “*Paddocks MPD*”).

3. Pursuant to Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina 1976, as amended (the “*Development Agreement Act*”), the City is empowered to enter into a binding development agreement with persons or entities intending to undertake the development of real property within the City. In accordance with Section 6-31-30 of the Development Agreement Act, the City Council of the City (the “*City Council*”) enacted Ordinance No. 15-002 on February 24, 2015 (now codified at Sections 157.165 through 157.175 of the City’s code of ordinances) (the “*Development Agreement Ordinance*”), which established certain procedures and requirements for the considering and entering into development agreements.

4. Pursuant to Section 6-31-50 of the Development Agreement Act and Section 157.171 of the Development Agreement Ordinance, the Planning Commission (as defined below) and the City Council, respectively, conducted public hearings regarding its consideration of this Agreement on [●], 2024, and [●], 2024, after having published notice of such public hearings in a newspaper of general circulation within the City and having announced at the first public hearing the date, time, and location of the second public hearing.

5. In accordance with Section 157.170 of the Development Agreement Ordinance, at a meeting held on [●], 2024, the City of Camden Planning Commission (the “*Planning Commission*”) reviewed this Agreement for consistency with the City of Camden Comprehensive Plan 2028 (the “*Comprehensive Plan*”), and the Planning Commission determined that this Agreement is consistent with the Comprehensive Plan and recommended that the City Council approve this Agreement.

6. Pursuant to the Development Agreement Ordinance, the City Council authorized and directed the execution and delivery of this Agreement on behalf of the City.

NOW THEREFORE, in exchange of the mutual promises and considerations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. The following words and terms as used in this Agreement shall have the following meanings unless some other meaning is plainly intended:

- (1) *Adjacent Property* means that certain real property identified by Kershaw County TMS #s C270-00-00-013, 270-00-00-014, C270-15-00-003.
- (2) *Agreement* means this Development Agreement, as it may be amended or supplemented from time to time in accordance with the terms hereof.
- (3) *Assignment* means an assignment of all or some portion of the responsibilities and obligations of a Party under this Agreement.
- (4) *Capacity Fees* means charges for new customers connecting to, or requesting additional capacity of, the City's water and/or sewer system, as such Capacity Fees may be adjusted by the City Council from time to time.
- (5) *City* means the City of Camden, South Carolina.
- (6) *City Code* means the City of Camden Code of Ordinances, as they may be amended from time to time.
- (7) *City Council* means the City Council of the City of Camden.
- (8) *Comprehensive Plan* has the meaning given to such term in the recitals to this Agreement.
- (9) *Conceptual Plan* means the conceptual plan for the Project, which is attached to this Agreement at **Exhibit C**.
- (10) *Development Agreement Act* has the meaning given to such term in the recitals to this Agreement.
- (11) *Development Agreement Ordinance* has the meaning given to such term in the recitals to this Agreement.
- (12) *Development Parcel* means a portion of the whole of the Property, whether such parcel is currently existing or is later subdivided, that is intended for further

subdivision into Lots or for development for multi-family, commercial, or other purposes.

- (13) *Effective Date* has the meaning given to such term in the introduction to this Agreement.
- (14) *Force Majeure* means, but only to the extent that the event delays or prevents a Party's performance, any of the following: acts of God; all labor disputes and strikes; labor shortages; epidemics, pandemics and national health emergencies; governmental or judicial regulations, legislation, or controls; inability to obtain any necessary permits, approvals, materials or services; fire, hurricane, snowstorm, unusually heavy rain, or other weather calamity or other weather-related casualty; moratorium or prohibitions on development; casualty events affecting any Public Facility or construction thereof; failure by a contractor to perform in accordance with its design or construction contract; deterioration of economic or market conditions; and any other cause beyond the reasonable control of the Party.
- (15) *Impact Fees* mean development impact fees and other fees payable as a condition of development approval that have been implemented by the City as of the Effective Date, which include the City's Parks and Recreation Development Impact Fee, Fire Protection Development Impact Fee, and Municipal Facilities and Equipment Development Impact Fee, as they may be amended from time to time, and such other Impact Fees that may be implemented by the City Council in the future.
- (16) *Land Development Ordinance* means the Land Development Regulations of the City of Camden, South Carolina, codified at Chapter 156 of the City Code, as it may be amended by the City Council from time to time.
- (17) *Land Use Regulations* means, together, (i) the Paddocks MPD and (ii) the Zoning Ordinance and the Land Development Ordinance to the extent that provisions thereof are applicable to the Project pursuant to the Paddocks MPD.
- (18) *Lot* means a lot within the Project that has been subdivided for the purpose of the construction of an individual dwelling unit.
- (19) *Major Modification* means an amendment or modification to this Agreement that adds property to or removes property from the definition of Property under this Agreement or that materially alters the obligations of any Party, but Major Modification does not include any of the following: (i) an amendment to the Land Use Regulations, including the Paddocks MPD (provided that any amendment to the Paddocks MPD shall be subject to the Property Owner's prior written approval); (ii) a modification to the commencement, interim completion, or completion dates or time frames set forth in Article V for which the Property Owner has reasonably demonstrated that there is good cause for such modification; (iii) revisions to the Conceptual Plan; or (iv) the assignment of the obligations of the Property Owner to any other Person.

- (20) *Paddocks MPD* has the meaning given to such term in the recitals to this Agreement.
- (21) *Person* means any individual or entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so allows.
- (22) *Phase* means a development phase of the Project.
- (23) *Planning Commission* has the meaning given to such term in the recitals to this Agreement.
- (24) *POA* means the Property Owner's Association to be established with respect to the Project.
- (25) *Private Trails* means those walking trails to be constructed on the Property in connection with the Project, as shown and identified on the Conceptual Plan attached to this Agreement at **Exhibit C**, as the layout thereof may be amended with respect to any Phase, which, at the Developer's election, are to be available for use by residents of the Project and closed to public use, and which are to be owned and maintained by the POA.
- (26) *Project* means The Paddocks at Camden development as an approximately 352-lot residential subdivision (with additional lots to be developed in accordance with the Paddocks MPD) with amenities, open space, and other characteristics described in the Conceptual Plan, along with the undertakings involved in the development of the Project where the context so allows.
- (27) *Property* means that certain real property described in **Exhibit A** to this Agreement, the development of which is subject to the terms of this Agreement.
- (28) *Property Owner* means Carlyle Development, LLC and any successors in interest, successors in title, and/or their assigns by virtue of the assignment of this Agreement pursuant to Section 6.02 with respect to the Property or any Development Parcel, but excluding successors in interest or successors in title to any Lot.
- (29) *Public Facility or Public Facilities* means the publicly-owned (or those to be publicly-owned) facilities and infrastructure necessary to serve and allow for the development of the Project.
- (30) *Public Trails* means those concrete or asphalt walking trails to be constructed in connection with the Project, as shown and identified on the Conceptual Plan attached to this Agreement at **Exhibit C**, which, at the Developer's election, are to be open for public use and dedicated to and maintained by the City in accordance with the terms of this Agreement.
- (31) *South Carolina Code* means the Code of Laws of South Carolina 1976, as amended.

- (32) *State* means the State of South Carolina.
- (33) *Technical Code* means any flood laws and regulations, building codes, housing codes, electrical codes, plumbing codes, gas codes, property maintenance codes, and all other technical codes and regulations authorized pursuant to Title 6, Chapter 9 of the South Carolina Code.
- (34) *Term* has the meaning set forth in Section 6.01.
- (35) *Traffic Impact Analysis* means that certain Traffic Impact Analysis prepared by Craig D. Nelson, PE, dated June 23, 2023.
- (36) *Utility Director* means the City’s Utility Director or such person who may be given the duties of the Utility Director under this Agreement by the City’s Manager.
- (37) *Zoning Administrator* means the Zoning Administrator of the City or, in the absence of the Zoning Administrator, an individual directed by the City Manager of the City to fulfill the roles and responsibilities of the Zoning Administrator under this Agreement.
- (38) *Zoning Ordinance* means the City of Camden Zoning Ordinance, codified at Chapter 157 of the City Code, as it may be amended by the City Council from time to time.

Section 1.02 Rules of Construction. In this Agreement, unless context clearly otherwise requires:

- (1) Articles and Sections referred to by number mean the corresponding Articles and Sections of this Agreement;
- (2) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms refer to this Agreement, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before the Effective Date of this Agreement;
- (3) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa, unless context clearly dictates otherwise;
- (4) Section, subsection, exhibit, and other headings, where used herein, are inserted for convenience only and are not intended to be part of this Agreement or in any way to define, limit or describe the scope and intent of the particular provisions or terms to which they refer;
- (5) Exhibits to this Agreement constitute an integral part of this Agreement; and
- (6) Three asterisks mark the end of each Article.

Section 1.03 Parties. The Parties to this Agreement are the City and the Property Owner. As used herein with reference to any specific portion of the Property or any Development Parcel,

the term “Property Owner” shall refer to the Person that has legal title to such specific portion of the Property or any Development Parcel and, subject to the terms applicable to Assignments under Section 6.02, may refer to more than one Person as a Property Owner. Except as set forth in Section 6.02(c) with respect to shared obligations to develop Public Facilities, the definition of “Property Owner” shall not be understood to impose obligations, burdens, or liabilities on any Person with respect to any specific portion of the Property or any Development Parcel or Lot not owned by such Person.

Section 1.04 Relationship Among the Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where the City or Property Owner may be held responsible for the acts of the other Party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Property Owner constitutes “state action” for any purpose.

* * *

ARTICLE II

REQUIRED RECITALS AND INFORMATION

Section 2.01 Statutory and Ordinance Requirements. The recitals and information set forth in this Section are provided in order to affirmatively satisfy the provisions of Section 6-31-60(A) of the Development Agreement Act:

- (1) *Description Property; Equitable Owners.* The Property is described at **Exhibit A** to this Agreement. The Property Owner is identified as Caryle Development, LLC, a limited liability company organized under the laws of the State of Delaware, and any successors in interest, successors in title, and/or their assigns as described in Section 1.03. The Property Owner represents and warrants that there are no other legal or equitable owners of the Property.
- (2) *Duration.* The Term of this Agreement is set forth in Section 6.01. The Property Owner represents and warrants that it expects to fully develop the Project during the duration of the Term.
- (3) *Uses.* The Paddocks MPD sets forth the permitted development uses, including the uses of buildings and land with respect to the Property and the Project.
- (4) *Public Facilities.* The Public Facilities necessary to serve the Project, including who will provide each component of the Public Facilities, who will fund each component of the Public Facilities, a time frame for the provision of each component of the Public Facilities, and the development standards applicable to each component of the Public Facilities are set forth in Section 4.01.
- (5) *Dedication of Open Space.* As further provided for in the Paddocks MPD, all Public Trails within the Project shall be dedicated to the City upon completion of construction thereof and shall be reserved as open space.
- (6) *Permits.* A description of all local, state, and federal permits needed for the Project is set forth in Section 3.04. The failure to list or require a permit under this Agreement shall not relieve the Property Owner from complying with any such applicable permit requirement, law, or regulation.
- (7) *Comprehensive Plans and Regulations.* The terms of this Agreement, the Project, and the terms of the Paddocks MPD are consistent with the Comprehensive Plan, the Zoning Ordinance, and the Land Development Ordinance.
- (8) *Conditions.* All development conditions, terms, restrictions, or requirements necessary for public health, safety, or welfare are set forth in this Agreement.
- (9) *Historic Preservation.* None of the property included in this development is located within a local, State, or federal historic district. None of the existing structures located on the property are included in a local, State or federal list of historic structures. There are no terms of this Agreement that provide for the preservation and restoration of historic structures.

(10) *Commencement and Interim Completion Dates.* Estimated commencement and interim completion timelines for the Project, at five-year intervals, are set forth in Section 5.01.

* * *

ARTICLE III

LAWS AND REGULATIONS

Section 3.01 Applicable Laws and Development Regulations. Except as otherwise provided by this Agreement or as required pursuant to the Development Agreement Act, the Land Use Regulations constitute the laws governing: (i) the uses of the Property; (ii) the density of development and the Property; (iii) the development of the Property; (iv) the subdivision of the Property; (v) the standards and requirements for the construction of Public Facilities serving the Property; (vi) the aesthetics of development on the Property; (vii) the development of the land comprising the Property generally; and (viii) procedures in connection with any of the foregoing. The Parties acknowledge that the Land Development Ordinance, and specifically, without limitation, the Paddocks MPD, are intended to govern the use and development of the Property, including Development Parcels and Lots. The Land Use Regulations shall remain in effect and shall continue to govern unless specifically amended or revoked by subsequent actions of the City Council in accordance with the established procedure for amending the Zoning Ordinance.

Section 3.02 Conceptual Plan. The Conceptual Plan for the Project, as attached to this Agreement as **Exhibit C**, is for illustrative purpose only; provided, however, the Property Owner expressly acknowledges that the general layout of the streets, individual Lots, and open space within the Project will substantially conform to those shown on the Conceptual Plan once final engineering documents for individual Phases of the Project are submitted for approval (which approval shall not be unreasonably withheld, conditioned, or delayed). The Property Owner shall prepare a detailed development plan for individual Phases in accordance with the requirements of the Land Development Ordinance, which must be approved by the Planning Commission as a part of the concept plat approval process in accordance with the requirements of the Zoning Ordinance.

Section 3.03 Building Codes and Other Technical Codes. Notwithstanding any provision which may be construed to the contrary in this Agreement, the Property Owner must comply with any and all applicable Technical Codes in effect as of the Effective Date or as may subsequently be adopted by the City or other applicable governmental entity. This Agreement shall not be construed to supersede or contravene the requirements of any Technical Code. The Property Owner acknowledges that nothing contained in this Agreement shall obviate the requirement that the Property Owner must comply with all City ordinances, building codes, and development standards then in effect. With respect to all these requirements, the City will not unreasonably withhold, condition, or delay approval of the Property Owner's permit and related applications. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the City to exercise governmental powers and pass laws applicable to development of the Project including, but not limited to, the power of eminent domain and the power to levy and collect taxes.

Section 3.04 Permits. The following local, state, and federal permits are required for the development of the Project. Permit fees as duly adopted in the annual budget ordinance shall be collected upon issuance of the following, as applicable:

- (1) Building permits;
- (2) Sketch plan approvals;

- (3) Preliminary plat approvals;
- (4) Land disturbance permits;
- (5) Sediment and erosion control plan approvals;
- (6) Permits to construct and operate water infrastructure;
- (7) Permits to construct and operate wastewater infrastructure;
- (8) Stormwater pollution prevention plan approval;
- (9) South Carolina Department of Transportation and Kershaw County (as applicable) encroachment permits for access drive and other offsite road improvements; and
- (10) US Army Corps of Engineers, if applicable, with respect to any wetlands and jurisdictional streams.

The failure of the Agreement to address a particular permit, condition, term, or restriction does not relieve the Property Owner of the necessity of complying with the law governing the applicable permit, condition, term, or restriction.

Section 3.05 Fees. The Parties acknowledge that the development of the Project is subject to all applicable City fees required for the Project, which as of the Effective Date include the following:

- (1) All applicable Capacity Fees and Permit fees shall be paid upon the issuance of a building permit within the Project in the amounts in effect when such permit is issued;
- (2) All Impact Fees shall be paid upon issuance of building permit for each Lot; provided, however, the City shall promptly reimburse Parks and Recreation Development Impact Fees to the Property Owner in an amount equal to \$25 per linear foot in consideration for expenses incurred by the Developer in connection with the construction of concrete or asphalt Public Trails on the Property in accordance with the Paddocks MPD.

Section 3.06 Conflicts with State or Federal Laws. In the event that State or federal laws, rules, regulations, or requirements enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, the provisions of this Agreement shall be modified so as to give, as close as possible, the same effect as such provision of the Agreement while fully complying with such State or federal law, rule, regulation, or requirement, and if such modification is not possible, such provision shall be suspended.

* * *

ARTICLE IV

FACILITIES

Section 4.01 Public Facilities. The particulars of the Public Facilities necessary to serve the Project are as follows:

- (1) *Onsite Streets and Roads.* The streets and roads necessary for the development of the Project are those shown on the Conceptual Plan, as it may be amended in connection with the approval of any Phase. Prior to the issuance of a certificate of occupancy for any residence on the Property, the Property Owner shall construct the right turn lane on Battleship Road at access 1 to the Project, as further described in the Traffic Analysis. All other streets and roads within the Property shall be constructed or installed in accordance with the standards set forth in the Paddocks MPD. The Property Owner shall pay all costs associated with the planning, engineering, construction, and installation of the Project's streets and roads within the Property.
- (2) *Offsite Road Improvements.* Prior to the issuance of the 350th building permit for single-family residences (including any townhomes) to be constructed on the Property or the Adjacent Property (in any combination among such real properties), the Property Owner shall construct and install the offsite road improvements to the intersection of Battleship Road and West DeKalb Street, as further described in the Traffic Impact Analysis. All such offsite road improvements shall be constructed or installed in accordance with the standards set forth in the Land Development Ordinance or such other standard as may be applicable if any improvement is made to Kershaw County or State roads. The Property Owner acknowledges that the City may refuse to issue additional building permits for single-family residences (beyond the first 350) until such specified offsite road improvements have been completed. The Property Owner shall pay all costs associated with the planning, engineering, construction, and installation of such offsite road improvements. The City shall use its best efforts cooperate and assist the Property Owner in constructing or installing such offsite road improvements and gaining necessary access, including, without limitation, securing of necessary easements and using the City's eminent domain powers. The Parties acknowledge that the Property Owner's ability to construct such offsite road improvements is subject to the appropriate agency taking such action as may be necessary to make sufficient rights of way available for the construction thereof.
- (3) *Street Lighting.* Street and area lighting for the Project shall be provided using City-approved decorative poles placed no more than 300 feet apart on all streets and roads and at all intersections within the Project. The locations and specifications of all street and area lights must be approved by the Utilities Director (which approval shall not be unreasonably withheld, conditioned, or delayed). The Property Owner shall use poles for all street lighting that are identified at **Exhibit D** to this Agreement, or poles that match such design as closely as reasonably possible if such poles are no longer available. The Property Owner shall pay all costs

associated with the acquisition and installation of all street and area lighting within the Property.

- (4) *Sidewalks.* Sidewalks shall be constructed in compliance with the standards of the American with Disabilities Act, Section 720 of the South Carolina Department of Transportation Standard Specifications for Highway Construction Manual, latest edition as adopted from time to time, and the Paddocks MPD. Sidewalks shall not be required within the Project but may be constructed at the Developer's election. The Property Owner shall pay all costs associated with the planning, engineering, construction, and installation of the Project's sidewalks.
- (5) *Traffic and Street Signs.* Traffic and street signs shall meet the standards of the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the South Carolina Department of Transportation. The locations, type, and specifications of all traffic and street signs must be approved by the Utilities Director (which approval shall not be unreasonably withheld, conditioned or delayed). The City shall pay all costs associated with the acquisition and installation of street name signs only. The Property Owner shall pay all costs associated with the acquisition and installation of all other traffic and street signs within the Property.
- (6) *Stormwater Infrastructure.* All stormwater infrastructure shall be constructed or installed in accordance with the standards set forth in the Land Development Ordinance and all requirements of the SC Department of Health and Environmental Control. The Property Owner shall pay all costs associated with the planning, engineering, construction, and installation of the Project's stormwater infrastructure.
- (7) *Water and Sewer Infrastructure.* In consideration for the annexation of the Property, the Property Owner agrees that the City shall be the sole provider of water and sewer services within the Project. All water and sewer infrastructure shall be designed and constructed in conformance with all requirements of the Land Use Regulations and the laws, regulations, and rules of the South Carolina Department of Health and Environmental Control. The Property Owner shall design and construct all sewer infrastructure that will serve the entire Project or multiple Phases of the Project to accommodate wastewater flows at full build-out of the entire Project or such multiple Phases or the Project, as applicable. Fire department access and fire hydrants shall be provided in accordance with Section 156.053 of the Land Development Ordinance. The model fire hydrant shall be approved by the City's Fire Chief prior to the installation of any water infrastructure (which approval shall not be unreasonably withheld, conditioned or delayed). The Property Owner shall be responsible for the installation of any sewer lift stations that may be required and initial backup generator for each lift station. The Property Owner shall pay all costs associated with the planning, engineering, construction, and installation of the Project's water and sewer infrastructure.
- (8) *Electric Infrastructure.* All electric infrastructure shall be constructed or installed in accordance with the standards set forth in the Land Development Ordinance. All

utilities installed within the Project shall be located underground or as otherwise approved by the Utilities Director. The Property Owner shall provide a ten-foot easement along the front property line for each Lot to locate electric infrastructure. In connection with the construction or installation of electric infrastructure, the City shall, at the City's sole cost and expense (except as otherwise set forth below): (i) engineer and plan all electric infrastructure; (ii) extend three-phase electric infrastructure to the Property; (iii) provide electric transformers as necessary to support the development of the Project; (iv) provide conduit for the installation of electric infrastructure within the Property; (v) trench and install all such conduit, provided that the Property Owner shall reimburse the City for its out of pocket expenses and labor costs incurred in connection with trenching and installing such conduit (with all such reimbursements being made within 30 days of the City giving the Property Owner written notice of such costs); and (vi) pull all electrical wiring through such conduit and connect electric service to individual residences and other buildings within the Project. The City shall plan, construct, and install electrical conduit necessary to provide electric service to the Project on a Phase-by-Phase basis. The Property Owner shall have the option of conducting the work in clause (v) above at its own expense in lieu of any payments specified in clause (v) above.

- (9) *Public Trails.* The Public Trails to be constructed to serve the Project are shown on the Conceptual Plan attached to this Agreement at **Exhibits C**. The Property Owner shall construct Public Trails to connect the Project to the adjacent walking trails in Scott Park prior to the issuance of the certificate of occupancy for the 120th single-family residence of the Project. All Public Trails shall be concrete or asphalt and shall otherwise be constructed in accordance with the standards of the Paddocks MPD. All Public Trails shall be open to public use. The Property Owner shall pay all costs associated with the planning, engineering, construction, and installation of all Public Trails, subject to the Impact Fee reimbursements provided for at Section 3.05(2).
- (10) *Private Trails.* The Private Trails to be constructed to serve the Project are shown on the Conceptual Plan attached to this Agreement at **Exhibits C**, as the layout thereof may be amended with respect to any Phase. Private Trails may be designed and constructed as the Property Owner may determine, including determining the surface thereof. The Property Owner shall pay all costs associated with the planning, engineering, construction, and installation of all Private Trails, and the Property Owner acknowledges that the cost of Private Trails shall not be subject to the Impact Fee reimbursements provided for at Section 3.05(2).

Section 4.02 Dedication and Maintenance of Public Facilities.

- (a) The following Public Facilities shall be dedicated to the City as follows:
 - (1) The Property Owner shall dedicate all Public Trails to the City, and the City shall accept such dedication, upon completion of all Public Trails in accordance with all applicable standards.

(2) The Property Owner shall dedicate water and sewer infrastructure and electric infrastructure for each Phase of the Project to the City, and the City shall accept such dedication, upon completion of all such water and sewer infrastructure and electric infrastructure in accordance with all applicable standards.

(3) The Property Owner shall dedicate onsite streets and roads for each Phase of the Project to the City, and the City shall accept such dedication, at such time as each such Phase and any subsequent Phase of the Project that may be accessed by any such onsite street or road is 90% built-out. Any onsite street or road shall be in substantially like-new condition when dedicated to the City, and the Parties agree that the Property Owner, in the Property Owner's discretion, may delay the application of the pavement top coat for any such street or road or repair any degradation of such street or road as may be necessary to dedicate such street or road in the appropriate condition.

(4) Upon completion of all stormwater infrastructure located within any public right-of-way for each Phase of the Project in accordance with all applicable standards, the Property Owner shall dedicate such infrastructure to the City and the City shall accept such dedication. Ownership of all stormwater infrastructure located outside of any public right-of-way, including stormwater retention ponds, shall be conveyed to the POA.

(5) Upon completion of all sidewalks for each phase in accordance with all applicable standards, the Property Owner shall dedicate such sidewalks to the City and the City shall accept such dedication; provided, however, prior to the acceptance of any such sidewalks, the City and the POA shall enter into an agreement under which the POA agrees to maintain such sidewalks in perpetuity.

(6) Offsite road improvements shall be dedicated to the City, Kershaw County, or the State, depending upon the entity that owns, or has the maintenance responsibility for, the specific road that may be subject to such improvements. To the extent that any offsite road improvement is dedicated to any entity other than the City, the Property Owner shall comply with any applicable requirements or conditions of such entity for dedication, including the payment of any maintenance bond.

(b) Upon dedication of the onsite streets and roads and offsite road improvements (but only to the extent that such offsite road improvements are dedicated to the City) to the City the Property Owner shall provide the City with a two-year maintenance bond for all dedicated streets and roads. Upon dedication of water and sewer infrastructure, stormwater infrastructure, and Public Trails to the City, the Property Owner shall provide the City with a one-year maintenance bond for such Public Facilities.

(c) The City shall operate and maintain infrastructure related to utilities that are provided by the City; namely, water and sewer and electric infrastructure, regardless of whether such infrastructure is located within public rights-of-way. The City shall operate and maintain all stormwater infrastructure that is located within the public rights-of-way. The POA shall operate

and maintain all stormwater infrastructure located outside of any public right-of-way, including stormwater retention ponds.

Section 4.03 Schedule for Construction. Except as otherwise provided for in Section 4.01(1), (2) and (9), respectively, with respect to certain onsite streets and roads, offsite road improvements, and Public Trails, and except for electric infrastructure which is to be provided by the City in accordance with Section 4.01(8), although the duration of the development of the Project prevents the Property Owner from now providing exact completion dates of the Public Facilities, the Property Owner warrants and certifies that the Public Facilities will be fully constructed or installed, or the Property Owner will provide improvement guarantees in accordance with the Land Development Ordinance, as necessary to support the development of the Project in accordance with the Paddocks MPD and the Land Development Ordinance, as applicable.

Section 4.04 Community Amenities.

(a) The Property Owner shall provide the following amenities within the Project:

(1) A community clubhouse with a farmhouse aesthetic to fit with the equestrian theme of the Project prior to receiving the certificate of occupancy for the 200th single family residence of the Project;

(2) Eight pickle ball courts, two pocket parks, a fire pit, a pavilion, and a tot lot for use by residents of the Project and their guests prior to receiving the certificate of occupancy for the 200th single-family residence of the Project.

(3) Amenities must endeavor to be of high-quality design. Rather than resorting to uninspired designs thought should be given to the design of amenities so they are attractive for long-term use and contemporary design. Examples of designs are set forth in the design guidelines contained in the Paddocks MPD.

(b) Ownership of all internal parks, Private Trails, amenities, landscaped areas, and signage and all Project-entrance signage and monuments, landscaping, irrigation, and other decorative elements or components shall be conveyed to the POA, which shall be solely responsible for the operation and maintenance thereof. For the avoidance of doubt, the City shall accept dedication and shall operate and maintain the roadways at all Project entrances.

* * *

ARTICLE V

PROJECT DEVELOPMENT SCHEDULE

Section 5.01 Schedule.

(a) *Commencement Date.* The Property Owner anticipates that development of the Project will commence no later than 120 days after the Property Owner’s receipt of all final and unappealable approvals and permits necessary to commence construction of the Project.

(b) *Interim Development Schedule.* The Property Owner anticipates that the development of the Project will proceed on the following schedule:

Year	Percentage Completion
2025-2027	40%
2027-2030	100%

(c) *Completion Date.* The Property Owner anticipates that the development of the Project will be complete no later than December 30, 2030. The Parties acknowledge that the development of the Project and all Phases thereof are subject to adjustment based upon market demand and conditions.

Section 5.02 Failure to Meet Schedule. The failure to meet the commencement, interim development schedule, or completion date set forth in Section 5.01 shall not constitute a breach of this Agreement.

* * *

ARTICLE VI

TERM AND TERMINATION; ASSIGNMENT; AMENDMENTS

Section 6.01 Term. In accordance with Section 6-31-40 of the Development Agreement Act, by virtue of the Property consisting of 250.61 acres, the maximum term of this Agreement is ten years. Therefore, the term of this Agreement (the “*Term*”) shall commence on the Effective Date and shall expire on the tenth anniversary thereof. Nothing in this Agreement shall be interpreted as precluding the Parties from extending the termination date of this Agreement by mutual agreement or from entering into subsequent development agreements.

Section 6.02 Agreement to Run with the Land; Successors and Assigns.

(a) *Agreement Runs with the Land.* The Property Owner shall record this Agreement against the Property and the agreements contained herein shall be deemed to run with the land. The Property Owner agrees to include appropriate references to the restrictions and covenants contained herein on any and all deeds of the Property Owner conveying the Property or any portion thereof, except for Lots, to any other Person. If the Property Owner fails to properly record this Agreement within 10 days of the full execution and delivery hereof, the City may, but is not obligated to, record this Agreement against the Property on the Property Owner’s behalf. Subject to the provisions of this Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors to and assigns of the Parties to this Agreement.

(b) *Right to Transfer Property.* The Property Owner shall be entitled to transfer any portion of the Property, including Development Parcels and Lots, to any other Person at any time. This Agreement shall be binding on the personal representatives, successors in interest, and successors in title to the Property Owner to the Property, any portion of the Property, or any Development Parcel, but not successors in interest or successors in title to any Lot.

(c) *Responsibilities of Property Owner as to Transferred Property.* A successor in interest or successor in title to the Property or any Development Parcel, excluding Lots, shall assume the responsibilities and obligations of the Property Owner under this Agreement with respect to such portion of the Property conveyed regardless of whether any Assignment is entered into. Except with respect to the conveyance of all undeveloped portions of the Property pursuant to subsection (d) of this Section, where the Property Owner conveys a Development Parcel to another Person, the Property Owner shall remain jointly and severally responsible for the obligations of the Property Owner under this Agreement with respect to the portion of the Property conveyed, unless and until the Property Owner and the Person to whom such Development Parcel is conveyed execute and deliver to the City an Assignment of the obligations of the Property Owner under this Agreement with respect to such Development Parcel. If the development of such Development Parcel requires the construction or installation of master Public Facilities that will serve the portions of the Project in addition to such Development Parcel, such Assignment shall, to the satisfaction of the City, specify how the responsibilities to fund, construct, and install such Public Facilities will be shared among the Persons sharing the responsibilities and obligations of a Property Owner under the Agreement. In any event, the Property Owner shall notify the City in writing of the conveyance of any Development Parcel to another Person.

(d) *Transfer of Remainder of Undeveloped Property.* The Property Owner may, at any time, transfer all remaining undeveloped portions of the Property to any other Person. In such event, the Property Owner and such Person shall execute and deliver to the City an Assignment of the obligations of the Property Owner under this Agreement and the Property Owner shall be released from its obligations under this Agreement upon the conveyance of such portions of the Property.

(e) *Mortgage Lenders.* Notwithstanding anything to the contrary contained in this Agreement, the exceptions and conditions to transfers of the Property or portions thereof contained in this Section do not apply (i) to any mortgage lender or its designee either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, any such mortgage lender or subsequent purchaser from such mortgage lender shall be bound by and shall receive the benefits from this Agreement as the successor in title to the Property Owner in accordance with the provisions of this Section.

(f) *Release of Obligations with Respect to Lots.* For the avoidance of doubt, the intent of this Agreement is that the purchaser of a Lot within the Project, including a Lot on which an individual home has been built, shall not be considered a Property Owner under the terms of this Agreement and shall not succeed to any obligations of a Property Owner hereunder. However, nothing in this Agreement shall be construed to relieve the owners of Lots from complying with all applicable City, State, and federal laws, ordinances, rules, and regulations, including all Land Use Regulations.

Section 6.03 Amending or Terminating.

(a) This Agreement may be amended or terminated only by mutual consent of the Parties in writing. Any amendment of this Agreement must be approved by ordinance of the City Council, and any Major Modification may only be approved after the City Council has held a single public hearing for which public notice has been given in accordance with Section 157.171 of the Development Agreement Ordinance, which notice must include the information required by Section 6-31-50(B) of the Development Agreement Act. 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.

(b) If an amendment or termination affects less than all the Property, then only the City and the Property Owner with respect to the portion of the Property so affected must approve, execute, and deliver such written amendment.

* * *

ARTICLE VII

REVIEW AND ENFORCEMENT

Section 7.01 Periodic Review. In accordance with Section 6-31-90 of the Development Agreement Act and Section 157.174 of the Development Agreement Ordinance, the Zoning Administrator shall review the Project and this Agreement at least every twelve months, at which time the Property Owner shall demonstrate good faith compliance with the terms of this Agreement. If, as a result of its periodic review, the City finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the Zoning Administrator shall serve notice to the Property Owner, in writing, within a reasonable time after such determination is made. Such notice shall set forth with reasonable particularity the nature of the breach, the evidence supporting such a determination, and a reasonable period of time during which the Property Owner may cure the breach or rebut any such determinations in a public meeting of the City Council. In the event that the Property Owner fails to cure any such material breach or fails to rebut the findings supporting the existence of such a breach, and provided that the City and the Property Owner are unable to mutually agree to amendments to this Agreement that meet the concerns of the City after working and conferring together in good faith, the City may, by ordinance, terminate or modify the development agreement accordingly.

Section 7.02 Defaults. Subject to the terms of Section 7.01, the failure of any Party to comply with the terms of this Agreement not cured within 60 days after written notice from the non-defaulting Party to the defaulting Party (as such time period may be reduced or extended with regard to breaches pursuant to Section 7.01 and provided, however, that in the event such default cannot be reasonably be cured within 60 days and such defaulting party is diligently pursuing to cure such default, such time period shall be extended for an additional 60 days) and provided that the City and the Property Owner are unable to mutually agree to amendments to this Agreement with respect to such default after working and conferring together in good faith, shall constitute a default, entitling the non-defaulting Party to pursue such remedies as deemed appropriate, including specific performance or the termination of this Agreement; provided, however, no termination of this Agreement may be declared by the City without first affording the Property Owner the ability to rebut such a determination by the City in a public meeting of the City Council. The City expressly reserves the right to issue stop work orders, void permits or approvals, or withhold permits or approvals, including building permits, in the event that a default by the Property Owner involves the material contravention of any Land Use Regulation, Law, or Technical Code beyond the applicable notice and cure periods described herein. To the extent that any such default applies solely to a Property Owner owning a portion of the Property, a default of one Property Owner shall not constitute a default by separate Property Owner, and any remedies that the City may pursue shall apply only to the portion of the Property owned by such Property; provided, however, a default of one Property Owner in providing master Public Facilities necessary to service a portion of the Property owned by another Property Owner shall not preclude the City from restricting further development of the portion of the Property utilizing such infrastructure until the required infrastructure is provided.

Section 7.03 Permitted Delays. Whenever performance is required of any Party hereunder, such Party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of Force Majeure, the Party for whom performance is delayed give notice and full

particulars of such Force Majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the delay or inability then claimed (and the same shall not constitute a default hereunder), and during the period of such delay or inability the applicable Party shall endeavor to remove or overcome such delay or inability with all reasonable dispatch.

* * *

ARTICLE VIII
MISCELLANEOUS

Section 8.01 Eminent Domain Rights. Nothing in this Agreement shall obviate or interfere with any eminent domain rights of the City with respect to the Property or otherwise.

Section 8.02 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of South Carolina.

Section 8.03 Notices. Any notice required to be sent to any Party under the provisions of this Agreement shall be deemed to have been properly sent, and notice thereby given, when deposited in the United States mail or overnight delivery service (such as FedEx, UPS or DHL) in a sealed envelope with proper postage affixed and addressed to such Party's address as shown below or, with respect to any Property Owner, the address of such Property Owner contained in public records for the purpose of the mailing of property tax notices. Notwithstanding the foregoing, any Party may designate another form of acceptable notice, including, but not limited to, standard electronic transmittals, e.g., e-mail or facsimile, or change its contact information hereunder or change its mailing address or facsimile number hereunder by giving at least five days' prior written notice thereof; however, such designation shall not affect the validity of any notice sent in accordance with the terms of this Agreement.

In the case of notice to the City, the notice shall be addressed as follows:

City of Camden
Attn: City Manager
1000 Lyttleton Street
Camden, SC 29021

With a copy (which shall not constitute notice) to:

Pope Flynn, LLC
Attn: Lawrence E. Flynn III, Esq.
1411 Gervais Street, Ste. 300
Columbia, SC 29201

In the case of the Property Owner, the notice shall be addressed as follows:

Carlyle Development, LLC
11 Summit Lane
Greeneville, DE 19807
Email: sgrantesq@gmail.com

With a copy (which shall not constitute notice) to:

Roderick Todd Jr. Esq.
P.O. Drawer 99
Camden, SC 29021
Email: rmtatty@truvista.net

Section 8.04 No Third-Party Beneficiaries. The Parties intend that the rights, obligations, and covenants in this Agreement shall be exclusively enforced by the City and the Property Owner and their respective successors and assigns. There are no third-party beneficiaries to this Agreement.

Section 8.05 Additional Approvals and Documents. The Parties agree to execute such additional documents, including estoppel certificates, as may be reasonable and necessary to carry out the provisions of this Agreement. The Parties acknowledge that ancillary approvals and consents between the Parties may be necessary to fulfill the intent of this Agreement. Whenever in this Agreement a Party or Parties are required to provide approvals or consents, such approval or consent shall not be unreasonably delayed or withheld. Whenever in this Agreement a Party or Parties are required to execute documents, the applicable Party shall execute such documents without unreasonable delay so long as the document is in material compliance with this Agreement. The Parties agree to give such further assurances, and to execute, acknowledge and deliver such other instruments as shall be reasonably necessary or appropriate in the judgment of the other Parties to carry out the intent of this Agreement.

Section 8.06 Entire Agreement; Modification. This Agreement constitutes the entire agreement between Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless approved and executed in writing by all the Parties in accordance with the terms hereof. All prior or contemporaneous representations and negotiations are merged herein.

Section 8.07 Appropriations. The Parties agree that any financial obligations imposed upon the City under this Agreement are not subject to and do not pledge, create an obligation on or upon, or encumber the full faith, credit, and taxing powers of the City, nor are such financial obligations payable from any revenue-producing project or special source and shall never constitute any indebtedness of the City within the meaning of any State constitutional or statutory provision, and such financial obligations are, in every instance, subject to the annual appropriation of funds therefor by the City Council.

Section 8.08 Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

Section 8.09 Conflicts. In the event an ambiguity exists in the interpretation or implementation of this Agreement and any Land Use Regulation, the Parties will first look at this Agreement itself to clarify such ambiguity. In the event the ambiguity is still not resolved, the Parties will next look to the Paddocks MPD, and then, if necessary, to the other Land Development Ordinance or ordinances of the City.

Section 8.10 No Adverse Presumption. The Parties hereby acknowledge that this Agreement arose as the result of arm's length negotiations between the Parties, was prepared with the advice, consent, recommendation and review of counsel for both Parties, and is the product of input by both Parties hereto. As a result, any ambiguity or uncertainty is not to be construed against

the Party whose counsel prepared an initial draft of this Agreement on the grounds that such Party's representatives drafted this Agreement.

Section 8.11 Authority and Beneficiaries. Each Party represents and warrants that all appropriate action has been taken to authorize the execution of and the performance of the obligations set forth in this Agreement and that the person executing the Agreement on their behalf has been duly authorized to do so.

Section 8.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which counterparts together shall constitute but one and the same instrument.

Section 8.13 No Waiver. Neither the failure of either Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. Any Party may waive the benefit of any provisions, contingency or condition for its benefit contained in this Agreement, but such waiver shall not be of any force or effect unless in writing and no such waiver shall be construed to be a continuing waiver.

Section 8.14 Dates/Days. In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday. The term "business days" as may be used herein shall mean all days which are not a Saturday, Sunday or legal holiday.

Section 8.15 Exhibits Attached. All Exhibits to this Agreement shall be an integral part of this instrument and are incorporated herein as if fully set forth herein verbatim:

Schedule of Exhibits to Agreement

Identification	Description
Exhibit A	Property Description
Exhibit B	Master Planned District – The Paddocks at Camden
Exhibit C	Conceptual Plan
Exhibit D	Approved Street Light Poles

[Remainder of Page Intentionally Omitted. Signature Page(s) and Exhibit(s) to Follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their names by their duly authorized officers as of the Effective Date.

CARLYLE DEVELOPMENT, LLC

ATTEST:

Name:

Title:

Name:

Title:

[Signatures Continued on Following Page]

[Signatures Continued from Previous Page]

**CITY OF CAMDEN, SOUTH
CAROLINA**

ATTEST:

Name:
Title:

Name:
Title:

Exhibit A

Property Description

Surveyor's Description

PARCEL # 270-00-00-014

All that certain lot, tract or parcel of land, lying and being situate in Kershaw County, state of South Carolina as described on a plat entitled "Boundary Survey for Carlyle Development, LLC., PARCEL # 270-00-00-014 & PARCEL # C270-00-00-013 & PARCEL # C270-15-00-003 & PARCEL # 270-19-00-001" by EAS Professionals dated October 30, 2023 and being more particularly bounded and described as follows:

BEGINNING at a 5/8 inch rebar found in the southwesterly Right-of-Way line of Carter Street (40 feet wide), rebar being S45° 28' 52"W, a distance of 42.36 feet from a 5/8 tie rebar found at the intersection of the southeasterly Right-of-Way line of said Carter Street and the northeasterly Right-of-Way line of Gordon Street (40 feet wide), tie rebar also being the southwesterly corner of land of Now or Formerly Carlyle Development, LLC., Parcel# C270-00-00-013, rebar also having the following South Carolina State Plane Coordinates [S.C. SPCS]: (NAD 83-2011, International foot) N: 883719.40' E: 2114442.46';

Thence bearing S23°25'29"E, a distance of 1,385.28 feet along said Right-of-Way line, to a 1/2 inch rebar set;

Thence S25°03'47"E, a distance of 255.01 feet along said Right-of-Way line to a 1/2 inch rebar set at the intersection of the southwesterly Right-of-Way line of said Carter Street and the Right-of-Way of Powell Street (20 feet wide);

Thence S59°41'08"W, a distance of 716.07 feet leaving said Right-of-Way line of Carter Street and along the Right-of-Way line of said Powell Street, to a 1/2 inch rebar, set;

Thence S29°34'59"W, a distance of 167.63 feet along the end of said Right-of-Way of Powell Street, and along the line of other land of Now or Formerly Carlyle Development, LLC. (Parcel# 270-19-00-001), to a Mag Nail in 7 inch by 7 inch concrete monument found, passing over a 1/2 inch rebar at 9.74 feet;

Thence S61°51'24"W, a distance of 91.56 feet along same to an axle in concrete found;

Thence S 26° 21' 49" E for a distance of 392.74 feet along same and along the end of Chesnut Street Right-of-Way, to a 5/8 inch rebar found, passing over a 1 inch open top pipe found at 360.00 feet, 0.32 feet left;

Thence N 61° 54' 34" E for a distance of 608.74 feet with Chesnut Street Right-Of- Way to a 5/8 inch rebar found at a point of curvature;

Thence along a curve to the right and to the northeast, having a radius of 552.96 feet, an arc length of 233.70, a central angle of 24° 12' 56" and being subtended by a chord which bears N 73° 17' 28" E, and distance of 231.97 feet to a 5/8 inch rebar found;

Thence, N 85° 45' 43" E for a distance of 455.11 feet along same to a 1 inch open top pipe in concrete found;

Thence, S 05° 45' 58" E for a distance of 1087.47 along the common boundary of Now or Formerly Chesterfield & Kershaw R R (Parcel # C270-19-00-125), to a 1/2 inch rebar set; passing over a 1 inch crimp top pipe at 2.41 feet;

Thence along a non-tangent curve to the right and to the Southwest, having a radius of 2329.83 feet, an arc length of 895.71 feet, a central angle of 22° 01' 39" and being subtended by a chord which bears S 51° 27' 51" W, and distance of 890.21 feet along the CSX Railroad Right-of-Way to a 1/2 inch rebar set;

Thence, S 60° 25' 36" W for a distance of 2016.99 feet along ~~the~~ same to a 1 inch solid rod in concrete found;

Thence, N 15° 07' 24" W for a distance of 3055.44 feet along the common boundary of Now or Formerly City of Camden (Parcel # C284-00-00-001) to a 1/2 inch crimp top pipe found;

Thence, N 49° 15' 17" W for a distance of 332.72 feet along the same to a 5/8 inch rebar with cap found in the Right-of-Way line of Battleship Road (40 foot wide);

Thence, N 43° 26' 25" E for a distance of 250.68 feet along said Right-of-Way line to a 5/8 inch rebar with cap found at a point of curvature;

Thence along a curve to the left and to the Northeast, having a radius of 257.54 feet, an arc length of 180.57 feet, a central angle of 40° 10' 23" and being subtended by a chord which bears N 20° 18' 39" E, and distance of 176.90 feet to a 5/8 inch rebar with cap found;

Thence, N 02° 28' 58" E for a distance of 17.31 feet along same, to a 5/8 inch rebar with cap found;

Thence, N 89° 37' 47" W for a distance of 9.04 feet along same, to a 5/8 inch rebar with cap found;

Thence, N 05° 18' 03" E for a distance of 702.31 feet still along same, to a 5/8 inch rebar with cap found;

Thence, N 06° 21' 49" E for a distance of 558.97 feet along same, to a 5/8 inch rebar with cap found at a point of curvature;

Thence along a curve to the right and to the northeast, having a radius of 547.88 feet, an arc length of 284.35 feet, a central angle of 29° 44' 12" and being subtended by a chord which bears N 20° 18' 27" E, and distance of 281.17 feet to a 5/8 inch rebar with cap found;

Thence, N 35° 46' 12" E for a distance of 147.66 feet along same, to a 5/8 inch rebar with cap found at a point of curvature;

Thence along a curve to the right and to the northeast, having a radius of 929.96 feet, an arc length of 373.72 feet, a central angle of 23° 01' 33" and being subtended by a chord which bears N 47° 15' 00" E, and distance of 371.21 feet to a 5/8 inch rebar with cap found;

Thence, N 58° 48' 18" E for a distance of 95.72 feet along same, to a 5/8 inch rebar with cap at a point of curvature;

Thence along a curve to the right and to the East, having a radius of 611.56 feet, an arc length of 449.70 feet, a central angle of 42° 07' 51" and being subtended by a chord which bears N 79° 50' 43" E, and distance of 439.63 feet to a 5/8 inch rebar with cap found;

Thence, S 79° 03' 17" E for a distance of 181.46 feet still along same, to a 5/8 inch rebar with cap found;

Thence S 52° 20' 57" E a distance of 89.20 feet along same, to a 5/8 inch rebar with cap found;

Thence, S 25° 34' 46" E for a distance of 899.18 feet along the Right-of-Way line of Carter Street to the point and PLACE OF BEGINNING.

CONTAINING: 242.83 acres or 10,577 497 square feet, more or less, shown on said map as "PART OF PARCEL # 270-00-00-014"

ALSO:

BEGINNING at a nail found at the intersection of the northeasterly Right-of-Way line of Carter Street (40 feet wide) and the southerly Right-of-Way line of Gordon Street (40 feet wide), nail being S24° 05' 51"E, a distance of 41.45 feet from a 5/8 tie rebar found at the intersection of the northeasterly Right-of-Way line of Carter Street (40 feet wide) and the northerly Right-of-Way line of Gordon Street (40 feet wide), tie rebar also being the southwesterly corner of land of Now or Formerly Carlyle Development, LLC., Parcel# C270-00-00-013, nail also having the following South Carolina State Plane Coordinates [S.C. SPCS]: (NAD 83-2011, International foot) N: 883711.27' E: 2114489.59'

Thence bearing N 80° 55' 35" E for a distance of 537.21 feet along the Right-of-Way line of said Gordon Street to a nail and a 5/8 inch bent rebar found;

Thence bearing N 86° 15' 55" E for a distance of 565.36 feet along same to a 5/8 inch Rebar with cap found;

Thence bearing N 79° 22' 13" E for a distance of 67.05 feet along same to a 1/2 inch rebar set;

Thence bearing S 03° 40' 27" E for a distance of 241.82 feet leaving said Gordon Street, along the common boundary of Now or Formerly Carlyle Development LLC (Parcel # C270-15-00-003) to a 5/8 inch Rebar with cap found;

Thence bearing S 88° 20' 37" W for a distance of 80.16 feet with the common boundary of Now or Formerly Ronnie Freeman Weaver (Parcel # 270-15-00-002) to 5/8 inch rebar found;

Thence, S 03° 51' 06" E for a distance of 79.17 feet along same to a 5/8 inch rebar with cap found;

Thence, S 88° 43' 46" W for a distance of 666.45 feet crossing Green Street to a 5/8 inch rebar with cap found;

Thence, N 07° 50' 20" W for a distance of 26.35 feet along the common boundary of Now or Formerly Sharon H Stuckey (Parcel # 270-15-00-020) to a 5/8 inch bent rebar found;

Thence, S 86° 38' 16" W for a distance of 21.56 feet along same to a survey point on line, not set;

Thence, N 65° 45' 43" W for a distance of 23.41 feet along same to a survey point on line, not set;

Thence, N 64° 02' 53" W for a distance of 43.47 feet along same to a 5/8 inch rebar found;

Thence, N 54° 44' 40" W for a distance of 26.96 feet along same to a 5/8 inch rebar found; Thence, S 04° 31' 58" E for a distance of 54.91 feet along same to a 5/8 inch rebar with cap;

Thence, S 89° 42' 03" W for a distance of 71.83 feet along the common boundary of Now or Formerly Winnifred G Manderson (Parcel # 270-15-00-019) to a 1 inch square rod in concrete found;

Thence, N 01° 20' 57" W for a distance of 181.22 feet with the common boundary of Now or Formerly Santana Stuckey (Parcel # 270-15-00-001) to a 1/2 inch rebar found;

Thence, S 87° 55' 29" W for a distance of 248.84 feet along same to a 2 inch rebar in concrete found;

Thence N 21° 48' 48" W a distance of 18.76 feet along the aforesaid Right-of-Way line of Carter Street to the point and PLACE OF BEGINNING.

CONTAINING: 6.01 acres or 262,010 square feet, more or less, shown on said map as "PART OF PARCEL # 270-00-00-014"

BEING shown as two lots, being Parcel # 270-00-00-014 with a combined area of 248.84 acres or 10,839,507 square feet, more or less.

PARCEL # 270-19-00-001

All that certain lot, tract or parcel of land, lying and being situate in Kershaw County, state of South Carolina as described on a plat entitled "Boundary Survey for Carlyle Development, LLC., PARCEL # 270-00-00-014 & PARCEL # C270-00-00-013 & PARCEL # C270-15-00-003 & PARCEL # 270-19-00-001" by EAS Professionals dated October 30, 2023 and being more particularly bounded and described as follows:

BEGINNING at an 1 inch open top pipe found in the northeastern Right-of-Way line of Chesnut Street (40 feet wide), pipe being N51° 37' 05"E, a distance of 189.52 feet from a 5/8 inch rebar found in the southwesterly corner of the Right-of-Way line for Chesnut Street (40 feet wide), rebar also being a northeasterly interior corner of land of Now or Formerly Carlyle Development, LLC.,

Parcel# 270-00-00-014, rebar also having the following South Carolina State Plane Coordinates [S.C. SPCS]: (NAD 83-2011, International foot) N: 833,711.27' E: 2,114,489.59'

Thence bearing S 61° 34' 37" W for a distance of 185.50 feet along said Right-of-Way line, to a point for a corner, passing over a 1 inch open top pipe found at 185.18 feet;

Thence bearing N 26° 21' 49" W for a distance of 359.97 feet along the common boundary of Now or Formerly Carlyle Development, LLC (Parcel # 270-00-00-014) to an axle in concrete found;

Thence bearing N 61° 51' 23" E for a distance of 91.56 feet along same to a Mag Nail in 7 inch by 7 inch concrete monument found;

Thence bearing N 29° 35' 00" W for a distance of 157.89 feet along same to a 1/2 inch rebar set;

Thence bearing N 60° 00' 55" E for a distance of 82.19 feet to a 1/2 inch rebar set;

Thence bearing S 28° 39' 13" E for a distance of 156.54 feet along the common boundary of Now or Formerly Corrie J Gary (Parcel # 270-19-00-003) to a 1 inch open top pipe found;

Thence bearing S 28° 38' 46" E a distance of 362.86 feet along same to the point and PLACE OF BEGINNING.

CONTAINING 1.77 acres or 76,956 square feet, more or less.

BEING shown as Parcel # 270-19-00-001 on aforesaid plan.

Exhibit B

Master Planned District – The Paddocks at Camden

[See Seperate Document Included Herewith]

Exhibit C

Conceptual Plan

SITE DATA

TAX MAP NO.: P/O 270-00-00-014 (KERSHAW COUNTY)
 270-19-00-001 (KERSHAW COUNTY)

SITE AREA: 4152.48 AC

BESTIING ZONING: R-6 (KERSHAW COUNTY)
 PROPOSED ZONING: MPD (CITY OF GAINES)

SETBACKS:
 BATTLESHIP ROAD: 55'
 CARTER STREET: 30'
 O'NEAL STREET: 30'
 FRONT: 15'
 SIDE: 5'

BUFFER:
 PERMITS: 30'
 BATTLESHIP ROAD: 30'
 CARTER STREET: 30'
 O'NEAL STREET: 30'

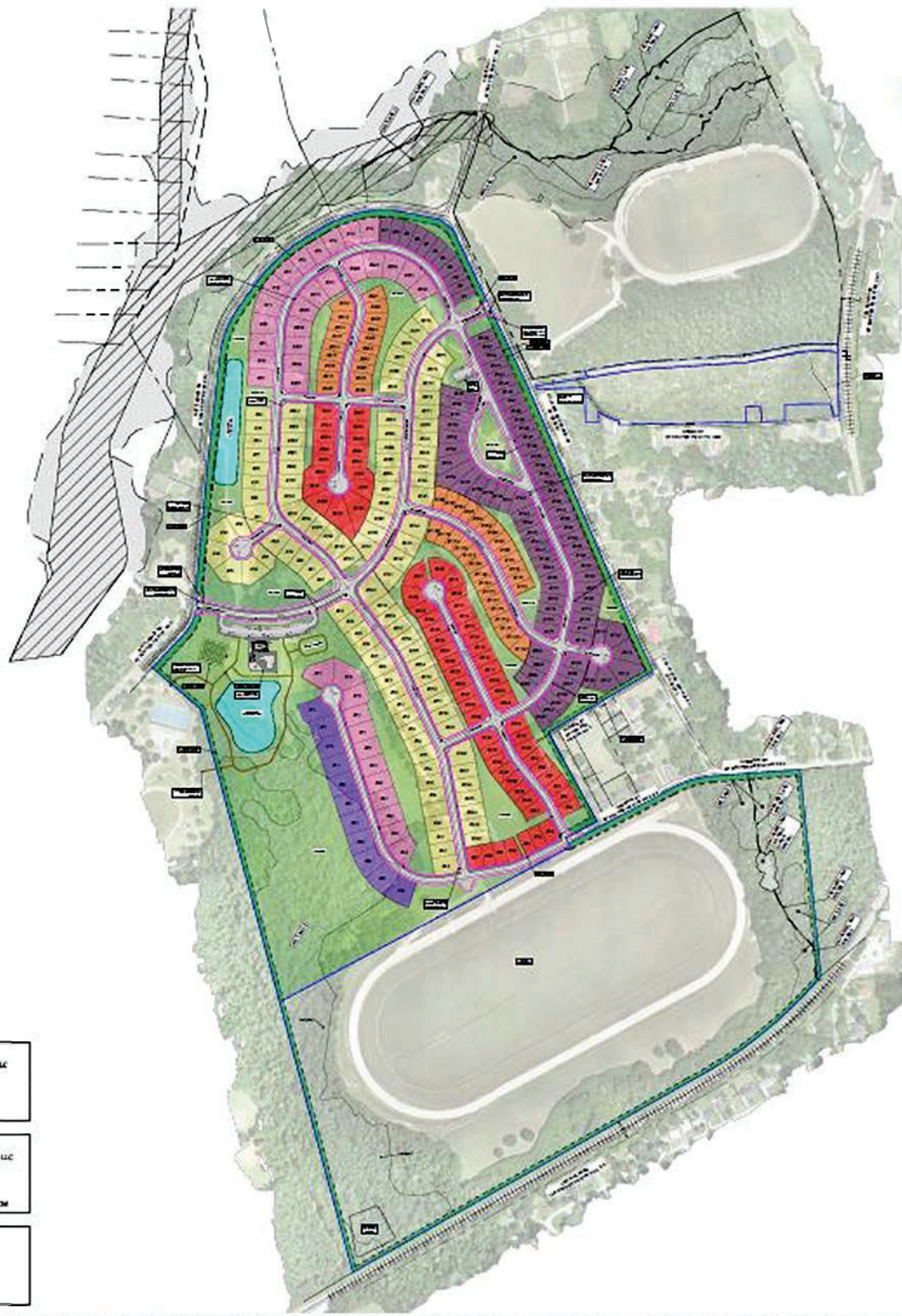
PROPOSED ROADWAY: 11.640 LF (30' PUBLIC R.O.W.)
 1.451 LF (6' PUBLIC R.O.W.)
 111.333 TOTAL LF

MINIMUM LOT AREA: 6,000 SF

PROPOSED LOTS:
 68 2PR LOTS (52 X 135 TYP.) (BOYCE)
 47 2PR LOTS (52 X 130 TYP.) (FALLIE)
 67 2PR LOTS (67 X 130 TYP.) (HAYCUP)
 130 2PR LOTS (77 X 135 TYP.) (BAGGERT)
 36 2PR LOTS (72 X 135 TYP.) (CARTER)
 11 OR 22 2PR LOTS (184 OR 92 X 137 TYP.) (SULLIVAN OR VALLE)
 508 2PR LOTS

MAXIMUM DENSITY: 2.5 LOTS/ACRE
 PROPOSED DENSITY: 43.31 LOTS/ACRE

REQUIRED OPEN SPACE: 445.74 AC (10%)
 PROPOSED OPEN SPACE: 445.39 AC (10%)



SITE LEGEND

- 57 BOYCE LOTS (68 LOTS)
- 57 VALLE LOTS (47 LOTS)
- 67 HAYCUP LOTS (67 LOTS)
- 77 BAGGERT LOTS (130 LOTS)
- 92 CARTER LOTS (36 LOTS)
- PUBLIC LOTS (111) OR 22 (184) BOYCE VALLE LOTS OR (13) 57 VALLE LOTS
- OPEN SPACE
- ASPHALT PAVEMENT SECTION
- VEGETATIVE BUFFER
- 5' WIDE SIDEWALK
- PROPERTY LINE/LO #
- PROPOSED BUILDING SETBACK LINE
- FLOODPLAIN
- PROPOSED R/W
- PROPOSED C.A. ROAD
- PROPOSED E.O.P.
- PROPOSED P.V. PUBLIC UTILITY TRAIL

DEVELOPER
 COMPANY: CARLISLE DEVELOPMENT, LLC
 ADDRESS: 17 SUNNY LAKE
 GREENVILLE, SC 29617
 PHONE: 252-428-1228
 CONTACT: STUART CRAMPTON
 EMAIL: SCRAMPTON@CARLISLE.COM

CIVIL ENGINEER
 COMPANY: ALLIANCE CIVIL DESIGN, LLC
 ADDRESS: 216 CHERRY HILL ROAD
 GREENVILLE, SC 29617
 PHONE: 864-629-4522
 CONTACT: PAUL HARRISON, P.E.
 EMAIL: PAUL.HARRISON@ACDENGINEERS.COM

REGISTERED
 COMPANY: PAE PROFESSIONALS
 ADDRESS: 8 PEGAN ROAD
 GREENVILLE, SC 29617
 PHONE: 864-629-7788
 CONTACT: DANIEL STILES
 EMAIL: DANIEL@PAEPRO.COM

Exhibit D

Specifications for Approved Light Poles

Approved pole design is “Acrylic Washington Postlite LED, P40 Performance Package”



