

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF DORCHESTER )

ORDINANCE NUMBER 11-08

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT FOR OAKRIDGE TRACT PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT AND DORCHESTER COUNTY ORDINANCE NO. 10-13, AND AUTHORIZING THE CHAIRMAN OF DORCHESTER COUNTY COUNCIL TO EXECUTE SAID DEVELOPMENT AGREEMENT**

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code of Laws, Title 6, Chapter 31 (1976, as amended) (the "Act"), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Dorchester County Council ("Council"), the governing body of Dorchester County, South Carolina (the "County") has adopted Ordinance No. 10-13, entitled "AN ORDINANCE OF DORCHESTER COUNTY TO ESTABLISH PROCEDURES TO CONSIDER AND ENTER INTO DEVELOPMENT AGREEMENTS" (the "Ordinance"); and

WHEREAS, Oakridge Landfill, Inc., (the "Owner") owns and has the right to acquire certain lands suitable for development; and

WHEREAS, pursuant to the Act and the Ordinance, the County is authorized to enter into binding development agreements with certain entities having legal or equitable interests in real property; and

WHEREAS, the County and the Owner have now concluded their negotiations with respect to the terms for a development agreement for the real property subject to the development agreement.

NOW, THEREFORE, BE IT ORDAINED by the Dorchester County Council, in a meeting duly assembled, that the Development Agreement, in substantially the form attached hereto as Exhibit A, with such changes as the Chairman of Dorchester County Council shall approve, his execution of a definitive Development Agreement to be conclusive evidence of such approval, is hereby approved.

APPROVED AND ADOPTED on third and final reading this 6<sup>th</sup> day of June, 2011.

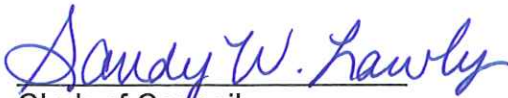
DORCHESTER COUNTY, SOUTH CAROLINA



Chairman Dorchester County Council

(SEAL)

ATTEST:



Clerk of Council

First Reading:	March 21, 2011
First Public Hearing:	May 19, 2011
Second Reading:	May 2, 2011
Second Public Hearing:	June 6, 2011
Third Reading:	June 6, 2011

# Exhibit E

## Development Agreement Ordinance

**OAKRIDGE TRACT  
DEVELOPMENT AGREEMENT  
BY AND BETWEEN**

**OAKRIDGE LANDFILL, INC.**

**AND**

**DORCHESTER COUNTY, SOUTH CAROLINA**

**June 6, 2011**

**Prepared by:  
George Bullwinkel, III, Esquire  
Nexsen Pruet, LLC  
205 King Street  
Charleston, SC 29401**

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
OAKRIDGE LANDFILL, INC.**

**AND**

**DORCHESTER COUNTY, SOUTH CAROLINA**

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Exhibit A: Legal Description

Exhibit B: Boundary Plat

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Exhibit E: Development Agreement Ordinance

Exhibit F: Parties with Legal Interest in Real Property

**DEVELOPMENT AGREEMENT**  
**BY AND BETWEEN**  
**OAKRIDGE LANDFILL, INC.**  
**AND**  
**DORCHESTER COUNTY, SOUTH CAROLINA,**

This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is entered into effective as of the 14 day of June, 2011 which shall be the date of recording of this fully approved and executed Agreement (the "Effective Date"), by and between Oakridge Landfill, Inc., a South Carolina corporation (the "Property Owner"), and Dorchester County, a political subdivision of the State of South Carolina (the "County").

**RECITALS**

This Agreement is predicated upon the following:

- I. The Code of Laws of South Carolina (the "S.C. Code") Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the "Act"), enables political subdivisions of the State of South Carolina to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.
  
- II. Under S.C. Code §6-31-30, the County Council has adopted County Ordinance Number 10-13, establishing procedures and requirements for considering and entering development agreements.



III. The County conducted public hearings regarding its consideration of this Agreement on May 19, 2011 and June 6, 2011, after publishing and announcing notice, in accordance with the Act and County Ordinance Number 10-13.

IV. County Council adopted Ordinance Number 11-08 on June 6, 2011, (a) determining that this Agreement is consistent with the County Comprehensive Plan, the Act, and the Current Regulations of the County, and (b) approving this Agreement. A copy of the Ordinance is attached hereto as Exhibit E, and incorporated herein by reference.

NOW THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

1. The Real Property. The Real Property subject to this Agreement currently consists of approximately seven hundred sixty-six and 12/100 (766.12) acres, of which approximately six hundred ninety-one and 12/100 (691.12) acres are highland. A legal description of the Real Property is set forth in Exhibit A, and the boundary lines of the property are shown on the plat attached as Exhibit B.

2. Definitions. In this Agreement, unless the word or phrase is non-capitalized:

(a) "Agreement" means this Development Agreement, including the recitals and exhibits attached hereto.

(b) “Building Development Standards” mean, including but not limited to, standards for Lot size, frontage, height, impervious surface, setback, and density requirements for the Development Parcels.

(c) “Comprehensive Plan” means The Dorchester County Comprehensive Plan, Ordinance No. 08-26, adopted on November 17, 2008 pursuant to S.C. Code Section 6-29-510, et seq., and the official zoning map adopted pursuant to S.C. Code Section 6-7-1210 et seq.

(d) “County” means Dorchester County, South Carolina.

(e) “Current Regulations” mean the Comprehensive Plan, the Dorchester County Zoning and Land Development Standards, Ordinance 04-13, the Land Development Regulations and Laws, all as amended through the Effective Date hereof.

(f) “Development” means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into parcels. “Development”, as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, “development” refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(g) “Development Parcel” means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way.

(h) "Development Permit" includes a County building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or and any other official action of the County having the effect of permitting the Development or use of Real Property.

(i) "Facilities" means major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water. Except as may be specifically provided for in this Agreement, the Property Owner is specifically exempted from any County requirement for the provision of facilities relating to public education, public health systems and facilities, libraries, parks and recreational facilities, public housing, jails and other detention sites, courts, police and trash or garbage disposal sites. Such exemptions shall not, however, exempt Property Owner from payment of applicable user, tap and impact fees, respectively, for any such facilities.

(j) "Fresh Water Wetlands" mean those wetlands which in their natural state are certified as jurisdictional by the U.S. Army Corps of Engineers ("Corps") or any other State or Federal law.

(k) "Land Development Regulations" means ordinances and regulations enacted by County Council for the regulation of any aspect of Development and includes County zoning, rezoning, subdivision, building construction, sign regulations or any other regulations controlling the Development or use of Real Property.

(l) "Law" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules, custom and usage (formal and informal) adopted by the County Council affecting the Development of Real Property, and includes laws governing permitted uses of the Real Property, governing density, and governing design, improvement, and construction standards and specifications, except those regarding the provision of electricity or

gas service, including, but not limited to, the generation, transmission, distribution, or provision of electricity at wholesale, retail or in any other capacity.

(m) “Lot” means Development Parcel identified in a Subdivision Plat recorded in the Dorchester County Register of Deeds Office.

(n) “Open Space” means areas dedicated to Fresh Water Wetlands, buffers, stormwater management facilities, trails and parks.

(o) “Parcel” means any of those tracts of Real Property that are identified on the Boundary Plat, attached as Exhibit B, as same may be specifically identified by the filing of a subdivision application.

(p) “Parties” means the Property Owner and the County.

(q) “Project” is the Development that will occur within and upon the Real Property described in Exhibit A and Exhibit B.

(r) “Property Owner” means Oakridge Landfill, Inc., a South Carolina corporation, together with all subsidiaries thereof and other entities, which have a legal and/or equitable interest, on the date of execution hereof in any of the Real Property as described in Section 5 and includes Oakridge Landfill, Inc.’s successors in interest or successors in title and/or assigns by virtue of assignment or other instrument pursuant to Section 27 hereof.

(s) “Real Property” is the real property referred to in Section 1 and Section 5 and includes any improvements or structures customarily regarded as part of real property.

(t) “Subdivision Plat” means a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement.

(u) “Term” shall have the meaning set forth in Section 16 of this Agreement.

(v) "Vested Rights" shall have meaning set in section 9(b) of this agreement.

3. Parties. Parties to this Agreement are the Property Owner and the County. Furthermore, pursuant to South Carolina Code 6-31-60, a list of all individual/entities with a legal interest in the Real Property is attached hereto as Exhibit F.

4. Relationship of the Parties. This Agreement creates a contractual relationship between 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 one party may be held responsible for 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 purposes.

5. Legal Description of the Real Property. The Real Property which is the subject of this Agreement is described as follows:

(a) A legal description of the Real Property is set forth in Exhibit A.

(b) A boundary plat of the Real Property is set forth in Exhibit B.

The Real Property currently consists of approximately six hundred ninety-one and 12/100 (691.12) acres of highland and approximately seventy-four and 00/100 (74.00) acres of wetlands, with a total gross acreage of approximately seven hundred sixty-six and 12/100 and (766.12) acres.

The Property Owner may notify the County from time to time of property proposed to be added to the legal description of Real Property by the filing of a legal description

of such properties owned by Property Owner with the Clerk of Council; provided, however, that no other property shall be added to the Agreement unless this Agreement is duly amended to add the legal description of the properties desired to be added to the legal description of the Real Property, pursuant to S.C. Code Section 6-31-10 et seq.

6. Intent of the Parties. The County and the Property Owner agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Property Owner, its successors in title and/or assigns. The County and the Property Owner are entering into this Agreement in order to secure benefits and burdens referenced in the Code of Laws of South Carolina, Sections 6-31-10 et seq. To that end, the Parties agree to cooperate fully with each other to accomplish the purposes of this Agreement during the Term of this Agreement.

7. Consistency with the County's Comprehensive Plan and Land Development Regulations. This Agreement is consistent with the County's Comprehensive Plan and Current Regulations.

Whenever expressed or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered in *pari material* to give effect to both the Current Regulations and this Agreement; provided, however, that in the event of a conflict, and subject to the provisions of Section 6-31-80, the standards set forth in this Agreement shall govern. In the event of a dispute between the parties to this Agreement as to whether a provision of the Comprehensive Plan or Current

Regulations is inconsistent with any expressed or implied substantive provisions of this Agreement, the parties must first submit such disputed interpretation to County Council and must wait fourteen (14) days after such submittal before invoking the remedies afforded them under this Agreement.

8. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of County Council, subject to compliance with applicable statutory procedures and consistent with Section 9(a). This Agreement constitutes a legislative act of County Council. County Council adopted this Agreement only after following procedures required by S.C. Code Section 6-31-10, et seq. This Agreement shall not be construed to create a debt of the County as referenced in Section 6-31-145.

9. Applicable Land Use Regulations.

(a) Applicable Laws and Land Development Regulations. Except as otherwise provided by this Agreement or by South Carolina Code Section 6-31-10, et seq., the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement, defined as the Current Regulations, attached hereto as Exhibit D. The County shall not apply subsequently adopted Laws and Land Development Regulations to the Real Property or the Project for the Term of the Agreement, pursuant to South Carolina Code Section 6-31-80, unless the County has held a public hearing and has determined: (1) the proposed, subsequent Laws or Land Development Regulations are not in conflict with the Laws or Land Development Regulations governing the Agreement and do not prevent the Development set forth in this Agreement; (2) the proposed, subsequent Laws or Land

Development Regulations are essential to the public health, safety, or welfare and the proposed, subsequent Laws or Land Development Regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed, subsequent Laws or Land Development Regulations are specifically anticipated and provided for in this Agreement; (4) the County demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, which changes, if not addressed by the County, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by the Property Owner. Nothing herein shall preclude the Property Owner from agreeing to abide by such new Laws, regulations, or ordinances subsequently passed by the County which it, in its sole discretion, deems appropriate; and in such case the Laws, regulations, or ordinances, so agreed to by the Property Owner shall become part of the Current Regulations.

(b) Vested Rights. Subject to the provisions of subparagraph (a) above, all rights and prerogatives accorded the Property Owner by this Agreement shall immediately constitute vested rights for the Development of the Real Property.

Subparagraph 9(a) of this Agreement does not abrogate any rights either preserved by S.C. Code Section 6-31-140 or that may have been vested pursuant to common law and otherwise in the absence of a development agreement.

10. Building Codes and Laws Other Than Land Use Regulations. The Property Owner, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently



adopted by the County or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. 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 County to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Section 9(a).

11. Local Development Permits and Other Permits Needed. The Parties anticipate that the following local Development Permits and other regulatory permits may be needed to complete the Development of the Project:

Zoning permits, plat approvals (preliminary, conditional and/or final), roads and drainage construction plan approvals, building permits, land disturbance permits, certificates of occupancy, potable water and septic field permits, and utility construction and operating permits.

The failure of this 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 permit requirements, conditions, terms, or restrictions.

## A. LAND USES AND INTENSITIES

(a) Permitted Land Uses and Intensities. All permitted land uses set forth in AC, Absence of Controls District, in the Current Regulations, attached hereto as Exhibit D, are allowed on the Real Property. Notwithstanding anything to the contrary contained herein, the Property Owner agrees that residential development, including but not limited to single family attached, single family detached and multi-family, shall not be permitted on the Real Property unless the Parties agree at a subsequent date to permit said land use.

(b) Building Development Standards. The criteria as set forth in AC, Absence of Controls District, in the Current Regulations, attached hereto as Exhibit D shall apply with respect to Lot size, frontage, setbacks, impervious surface and height requirements, respectively.

(c) Buffers, Fencing, and Signage. Even though this is an expansion of an existing use, the criteria as set forth in AC, Absence of Controls District, in the Current Regulations, attached hereto as Exhibit D, shall apply with respect to buffers, fencing and signage.

(d) Comprehensive Plan. Consistent with Plan Foundation 1: Future Land Use of the Comprehensive Plan, no Development taking place after the Effective Date shall occur within an average setback of three hundred (300) feet from the Four Holes Swamp jurisdictional wetlands system, as is determined by Property Owner's wetland determination.

## B. OPEN SPACE

The provisions set forth in AC, Absence of Controls District, in the Current Regulations, attached hereto as Exhibit D, shall apply with respect to the Open Space requirements of the Real Property.

Notwithstanding anything contained herein, the Property Owner may convey portions of the Open Space to: (1) the County; or (2) one or more qualified organizations under 26 U.S.C. Section 501(c)(3) in a form required by state or federal law and may subsequently transfer all or portions of such Open Space to a property owner's Association. The Property Owner will at all times reserve to itself, its successors and assigns easements for access and infrastructure purposes (e.g.: roads, walkways, paths, utility easements, drainage and stormwater retention ponds, and rights of way) necessary or desirable for the Development.

The County agrees that the Open Space specified in this Agreement shall satisfy all current and future obligations of the Property Owner to the County relating to the same for monetary exactions, and/or the provision or dedication of parks, parklands, community recreational facilities, Open Spaces, and recreational areas within the Project.

## C. SUBDIVISION PLAN REVIEW AND APPROVAL

Preliminary Plans and Final Plats for each phase of the Development shall be submitted for review and approved pursuant to the applicable provisions of the Current Regulations.

12. Facilities and Services. Although the nature of this long-term project prevents the Property Owner from providing exact completion dates, the general phases of Construction and Development are set forth in Section 15 and described in Exhibit C attached hereto and incorporated herein by reference. The Property Owner certifies that the services and Facilities will be in place (or if not fully in place, the cost of construction fully bonded or letter of credit posted pursuant to the Current Regulations) at the times provided herein. Subject to compliance with applicable Laws, all provisions of this Agreement, and prior approval of construction plans by the County or other applicable governmental entity, the County hereby authorizes the Property Owner, on its own or through its affiliated companies, to install the Facilities. Notwithstanding any provision herein to the contrary, the Property Owner hereby assures the County that adequate Facilities shall be available concurrent with the phases of Development.

(a) Rights-of-Way/Easement. The Property Owner or a third party shall at its expense develop and provide roads and other related infrastructure within the Project and pursuant to and at such time required by the development plans for the Project and/or the Current Regulations.

(b) Water and Sewer. Subject to approval by the South Carolina Department of Health and Environmental Control (“DHEC”), the service and Facilities for water and sewer on the Real Property are provided by wells and a septic system, respectively.

13. Traffic Considerations.

(a) Planning. Long-term planning is essential to assuring safe and convenient ingress and egress for the Project. It is equally essential that this planning be done in a manner that considers existing and future traffic impacts – both within and outside of the Project site. The

Property Owner agrees to work with all appropriate planning agencies to assure said planning occurs.

(b) Road Access. The Parties agree that in order to safely and more effectively accommodate the pedestrian and vehicular traffic associated with the known development plans for the County, including the Project, proper road access is a top priority. Access to the Real Property is currently provided from U.S. Highway 78.

14. Intentionally Omitted.

15. Schedule for Project Development.

(a) Commencement Date. The Project will be deemed to commence Development upon the Effective Date of this Agreement.

(b) Interim Completion Date. The Property Owner projects that during the years after the execution and adoption of this Agreement, the following percentages of the Development of the Real Property will occur:

<u>YEAR</u>	<u>% COMPLETE</u>
5	15
10	25

16. Term of the Agreement. The term of this Agreement shall be ten (10) years, commencing on the Effective Date; provided, however, that the Term of this Agreement shall

automatically renew for two (2) successive ten (10) year periods absent a material breach of any terms of the Agreement, pursuant to S.C. Code Section 6-31-40, by the Property Owner during the initial or renewal Terms as applicable.

17. Amending or Canceling the Agreement. Subject to the provisions of Section 6-31-80, this Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties in writing or by their successors in interest.

Any amendment to this Agreement shall comply with the provisions of Section 6-31-10, et seq. 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. Wherever said consent or approval is required, the same shall not be unreasonably withheld. A major modification of this Agreement shall occur only after public notice and a public hearing by the County.

18. Modifying or Suspending the Agreement. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

19. Periodic Review. The appropriate Zoning Administrator or another appropriate County official designated by County Council shall review the Project and this Agreement at least once

every twelve (12) 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 or at any other time, the County finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the County shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Property Owner a reasonable time in which to cure the material breach.

If the Property Owner fails to cure any material breach within the time given, then the County unilaterally may terminate or modify this Agreement; provided, that the County has first given the Property Owner the opportunity: (1) to rebut the County's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the County with respect to the findings and determinations.

20. Severability. Subject to the provisions of Section 6-31-150, if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

21. Merger. This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. In return for the respective rights, benefits and burdens undertaken by the Parties, the Property Owner shall

be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein.

The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement.

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action.

22. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

23. Remedies. Each Party recognizes that the other Party would suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law exists to enforce this Agreement. Consequently, the Parties agree that any nonbreaching Party who seeks enforcement of the Agreement is entitled to the remedies of injunction and specific performance but not to any other legal or equitable remedies including, but not limited to, damages; provided, however, the Property Owner shall not forfeit its right to just compensation for any violation by the County of Property Owner's Fifth Amendment rights. The County will look solely to the Property Owner as to any rights it may have against the Property Owner under this Agreement, and hereby waives any right to assert claims against Property Owner's affiliated companies and/or officers of the same and of the Property Owner ("Property Owner Affiliate"), and further agrees



that no Property Owner Affiliate has any personal liability under this Agreement. Likewise, Property Owner agrees to look solely to the County's assets as to any rights it may have against the County under this Agreement, and hereby waives any right to assert claims for personal liability against individuals acting on behalf of the County, its County Council members, agencies, boards, or commissions.

24. Recording. Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with the Dorchester County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

25. Third Parties. This Agreement shall not be binding and shall have no force or effect as to persons or entities who are not Parties or successors and assigns to this Agreement. Notwithstanding anything contained herein to the contrary, upon subsequently acquiring fee simple title to the parcels of Real Property under contract upon the Effective Date, Property Owner shall either cause a Memorandum of Development Agreement to be recorded or the vesting deed to specifically state that the parcel is subject to this Agreement.

26. County Approval of Agreement. The County Council has approved this Agreement under the process set forth in Section 6-31-50 of the Act and County Ordinance Number 10-13 on the terms and conditions set forth in this Agreement.

27. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of the Property Owner in the ownership or Development of any portion of the Real Property or the Project. A purchaser, lessee or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred. Assignees of development tracts shall be required to execute a written acknowledgment accepting and agreeing to the Property Owner's obligations in this Agreement, said document to be in recordable form and provided to the County at the time of the recording of any deed transferring a development tract. Following delivery of such documents Property Owner shall be released of any further liability or obligation with respect to said tract.

This paragraph shall not be construed to prevent Property Owner from obtaining indemnification of liability to the County from third parties.

This Agreement shall also be binding on the County and all future County Councils for the duration of this Agreement, even if the County Council members change.

(b) Transfer of Project. Property Owner shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following exceptions:

(i) Notice of Property Transfer. If the Property Owner intends to transfer all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes the "Property Owner" under and within the meaning of this Agreement, Property Owner shall notify the County by thirty (30) days prior written notice and provide it a copy of the assignment of such status as the "Property Owner".

(ii) Transfer of Facility and Service Obligations. If the Property Owner transfers any portion of the Real Property on which the Property Owner is required to provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Real Property conveyed, then the Property Owner shall be required to obtain a written agreement from purchaser expressly assuming all such separate responsibilities and obligations with regard to the parcel conveyed and the Property Owner shall provide a copy of such agreement to the County.

(iii) Mortgage Lenders. Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this Section shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Real 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 Real Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to the Property Owner.

(c) Release of Property Owner. In the event of conveyance of all or a portion of the Real Property and compliance with the conditions set forth therein, the Property Owner shall be released from any further obligations with respect to this Agreement as to the portion of Real

Property so transferred, and the transferee shall be substituted as the Property Owner under the Agreement as to the portion of the Real Property so transferred.

(d) Estoppel Certificate. Upon request in writing from an assignee or the Property Owner to the County sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the County will provide a certificate (the "Certificate") in recordable form stating that solely with respect to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The County will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

The Certificate issued by the County will be binding on the County in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. No claim or action to enforce compliance with this Agreement may be brought against the Property Owner or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property except as otherwise described in the Certificate.

28. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit A and shown on Exhibits B attached hereto. The

agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

(b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(c) Mutual Releases. At the time of, and subject to (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without any appeal having been filed or (ii) the final determination of any court upholding this Agreement; whichever occurs later, and excepting the parties' respective rights and obligations under this Agreement, Property Owner, on behalf of itself and Property Owner's shareholder(s), officers, directors, employees, agents, attorneys, and consultants, hereby releases the County and the County's council members, officials, employees, agents, attorneys and consultants, and the County, on behalf of itself and the County's council members, officials, employees, agents, attorneys and consultants, hereby releases Property Owner and Property Owner's shareholder(s), officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Agreement in connection with the Real Property or the application, processing or approval of the Project; provided, however, that each party shall not be released from its continuing obligation to comply with the law, including the Current Regulations.

(d) State and Federal Law. The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of the development agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with state or federal laws or regulations. The Parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

(e) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the County Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the County has the power to amend, modify or alter this Agreement or waive any of its conditions so as to bind the County by making any promise or representation contained herein. Any amendments are subject to the provisions of Section 17 herein.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

(g) Attorneys Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or

other litigation, including appeal or rehearings, the prevailing Party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

(h) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the County:

Dorchester County Administrator  
Dorchester County Courthouse  
P.O. Box 416  
St. George, South Carolina 29477

To the Property Owner:

Oakridge Landfill, Inc.  
c/o Waste Management Real Estate  
2175 Highway 78  
Dorchester, SC 29437  
Attn: District Manager

With copies to:

Oakridge Landfill, Inc.  
1000 Parkwood Circle  
Suite 700  
Atlanta, Georgia 30339  
Attn: Assistant Secretary  
Telephone: (770) 805-3350

George Bullwinkel, III, Esquire  
Nexsen Pruet, LLC  
205 King Street, Suite 400  
Charleston, SC 29401

(i) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and

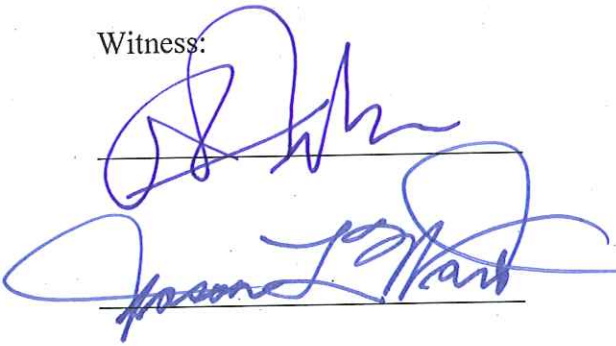
evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

[SEPARATE SIGNATURE PAGES ATTACHED]



IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the day and year first above written.

Witness:


\_\_\_\_\_  
Handwritten signature of a witness.

DORCHESTER COUNTY

By: Larry Hargett  
Larry Hargett, Chairman

Attest: Sandy W. Lawley  
Sandy W. Lawley, Clerk of Council

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF DORCHESTER )

ACKNOWLEDGMENT

I, John G. Frampton, Notary of the Public of the State of South Carolina, do hereby certify that the County of Dorchester, by Larry Hargett, its Chairman, and Sandy W. Lawley its Clerk of County Council personally appeared before me this 6 day of June, 2011, and acknowledged the execution of the foregoing instrument.


\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires: 7-16-2019

Witness:

[Signature]

[Signature]

OAKRIDGE LANDFILL, INC.

By: [Signature]

Tracey Shrader

Its: Area Vice President

STATE OF Georgia )

ACKNOWLEDGMENT

COUNTY OF Cobb )

I, Angela M. Warren, Notary of the Public of the State of Georgia, do hereby certify that Oakridge Landfill, Inc., by Tracey Shrader, its Area Vice President, personally appeared before me this 14 day of June, 2011, and acknowledged the execution of the foregoing instrument.

Angela M. Warren

Notary Public for Georgia

My Commission Expires: 9-27-2011



## EXHIBITS

Exhibit A: Legal Description

Exhibit B: Boundary Plat

Exhibit C: Development Schedule

Exhibit D: Dorchester County Zoning and Land Development Standards (Current Regulations)

Exhibit E: Development Agreement Ordinance

Exhibit F: Parties with Legal Interest in Real Property

# Exhibit A

## Legal Description

EXHIBIT "A"

Legal Description  
TMS No. 085-00-00-111

All that certain piece, parcel or lot of land, containing Ninety-one hundredths of an acre (0.91) more or less, situate, lying and being near the Town of Dorchester, School District No. 3, County of Dorchester, State of South Carolina, bounding and measuring now or formerly as follows, to wit: On the North by a County Road and measuring thereon Two Hundred Ten (210) feet; on the Northeast by lands of Herman Muckenfuss and measuring thereon Two Hundred Ten (210) feet; and on the South by lands of Virgil DeLee and measuring thereon Two Hundred Ten (210) feet; and on the Southwest by lands of Virgil DeLee and measuring thereon Two Hundred Ten (210) feet, being the same property shown and designated as 0.91 acres on a plat entitled, "PLAT SHOWING PROPERTY OF ISABELL ROBERTSON, DORCHESTER COUNTY, SOUTH CAROLINA," made by Albert Heatley, SCRLS, dated April 16, 1984 and recorded September 20, 1984 in Plat Book E, Page 85 in the RMC Office for Dorchester County, SC.

TMS No. 085-00-00-111

Derivation: Deed conveyed to Oakridge Landfill, Inc. by Carry Blunt dated December 27, 2007 and recorded January 7, 2008 in the Office of the Register of Deeds for Dorchester County, South Carolina in Book 6432, at page 262.

## EXHIBIT "A"

### Legal Description TMS No. 085-00-00-158

All that certain piece, parcel or tract of land, lying, situate and being located near Dorchester, Dorchester County, South Carolina, containing 45.478 acres and being designated as "TMS 085-00-00-158" as shown on a certain plat entitled "A Subdivision & Boundary Line Abandonment Plat for the 'Dorchester Tract'" prepared by Cornerstone Survey & Engineering, Inc. dated April 26, 2010 and recorded May 5, 2010 in the Office of the Dorchester County Register of Deeds in Plat Book L, at page 147 and as shown on plat entitled "Boundary Survey for TMS 085-0-0-083, 085-0-0-082, 085-0-0-117, 085-0-0-111, Near Dorchester Cnty, SC" prepared by Stantec Consulting Services, Inc. and dated July 12, 2007 and recorded December 28, 2007 in the Office of the Dorchester County Register of Deeds in Plat Book L, at page 88 and as shown on a plat entitled "Subdivision Survey for Heirs of Virgil DeLee" prepared by Lower Florence County Surveying dated August 18, 2006 and recorded September 13, 2007 in the office of the Dorchester County Register of Deeds in Plat Book L, at page 79 and being more fully described as follows:

Beginning at the intersection of the eastern right-of-way line of Delee Road and the southern right-of-way line of U.S. Highway 78 to a point; thence turning and running in a southerly direction along the eastern right-of-way line of Delee Road approximately 1,463' to a point, a 5/8" rebar found, thence turning and running north 88°57'46" west a distance of 210.12' to a point, 3/4" rebar set, the point of beginning; thence turning and running south 24°39'57" east a distance of 210.08', a 5/8" rebar found; then turning and running south 88°43'06" east a distance of 207.02'; a 5/8" rebar found; thence turning and running south 19°59'57" east a distance of 392.27' to a point, a 3/4" rebar set; thence turning and running south 23°00'25" east a distance of 567.00', a 2" open pipe found; thence turning and running north 83°25'52" west a distance of 1092.50' to a point, a 5/8" rebar found; thence turning and running north 34°05'56" east a distance of 234.91' to a point, a 5/8" rebar found; thence turning and running north 83°56'12" west a distance of 210.34' to a point; a 5/8" rebar found; thence turning and running south 33°59'28" west a distance of 234.87' to a point, a 5/8" rebar found; thence turning and running north 84°58'22" west a distance of 411.20' to a point, a 5/8" rebar found; thence turning and running south 12°02'30" west a distance of 361.59' to a point, a 1" open pipe found; thence turning and running south 12°20'14" west a distance of 991.78' to a point, an old axle found; thence turning and running north 53°00'07" west a distance of 934.40' to a point, a 5/8" rebar found; thence turning and running north 40°59'59" east a distance of 1326.45' to a point, a 5/8" rebar found; thence turning and running south 49°00'14" east a distance of 100.01' to a point, a 5/8" rebar found; thence turning and running north 40°57'52" east a distance of 988.86' to a point, a 5/8" rebar found; thence turning and running north 40°54'17" east a distance of 26.94' to a point, a railroad spike found; thence turning and running south 86°15'11" east a distance of 113.74' to a point, a PK nail found; thence turning and running south 87°09'14" east a distance of 256.00' to a point, a 3/4" rebar set; thence turning and running south 88°13'30" east a distance

of 98.69' to a point, a railroad spike found; thence turning and running south 24°51'23" east a distance of 17.76' to a point, a ¾ rebar found, the point of beginning.

TMS No. 085-00-00-158

Derivation: Warranty Deed conveyed to Oakridge Landfill, Inc. from Emma D. Smith, Adelle D. McRae a/k/a Adele D. McRae, Daniel Delee, Virgil Delee, Jr., Elijah Delee, Sandra Delee f/k/a Sandra D. Berry, Laurie P. Delee, Sylvia L. Delee a/k/a Lucinda Delee, Leonard Delee, Lawrence Delee, Mary A. McInnis a/k/a Albertina D. McInnis a/k/a Alberteena D. McInnis a/k/a Mary D. McInnis, Stanley Delee, Cranston Delee, Ernest Delee, Tawanda Delee, Veronica Hathaway, Louis Rivers and Gloria Brown dated December 31, 2007 and recorded January 2, 2008 in the Office of the Register of Deeds for Dorchester County, South Carolina in Deed Book 6423 at page 286.

EXHIBIT "A"

Legal Description

TMS No.: 085-00-00-096 (portion) and going into TMS No. 085-00-00-158

ALL that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being located east of the Town of Dorchester, County of Dorchester, State of South Carolina and shown and delineated as Tract A, Subdivision Plat of the DORCHESTER TRACT subdivided out of Dorchester County TMS Parcel #085-00-00-096, and surveyed for Joe H. Branton, Sr., prepared by Keith A. Wilson, Professional Land Surveyor No. 12252, Cornerstone Surveying & Engineering, Inc. dated April 26, 2010 and recorded May 5, 2010 in the Office of the Register of Deeds for Dorchester County, South Carolina in Plat Book L, at page 147; and having such metes and bounds as shown on said plat as follows:

BEGINNING at a calculated point, no monument set, located at the junction of Norfolk Southern Railroad 200 foot right of way and property now or formerly Oakridge Landfill, Inc., the point and place of Beginning; thence running in a northeasterly direction along property now or formerly Oakridge Landfill, Inc. N07°33'12"E a distance of 0.49 feet to axle; thence N07°33'12"E a distance of 880.09 feet to an ¾" open top iron pipe; thence N07°33'12"E a distance of 112.41 feet to a 1" open top iron pipe; thence turning and running in a southeasterly direction along property now or formerly Gadson, et al. S70°13'32"E a distance of 496.84 feet to a point; thence turning and running in a northeasterly direction along property now or formerly Gadson N13°41'42"E a distance of 537.32 feet to a 1" metal bar; thence turning and running in a southeasterly direction along property now or formerly Oakridge Landfill, Inc. S88°14'13"E a distance of 519.75 feet to an iron pin set; thence turning and running in a southwesterly direction along Tract B as shown on above-referenced plat S01°32'40"W a distance of 2,072.29 feet to an iron pin found; thence turning and running in a northwesterly direction along the Norfolk Southern Railroad 200 foot right of way N57°45'53"W a distance of 1,405.51 feet to the point and place of Beginning, said Tract containing 40.00 acres.

TMS No.: 085-00-00-096 (portion) and going into TMS No. 085-00-00-158

DERIVATION: General Warranty Deed to Oakridge Landfill, Inc., a South Carolina corporation, from Joe H. Branton, Sr. dated May 3, 2010 and recorded May 5, 2010 in the Office of the Register of Deeds for Dorchester County, South Carolina in Book 7483, at page 140.



EXHIBIT "A"

Legal Description  
TMS No.: 085-00-00-164

ALL that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being located east of the Town of Dorchester, County of Dorchester, State of South Carolina and shown and delineated as Tract B, containing 43.87 Acres on a subdivision plat of the DORCHESTER TRACT subdivided out of Dorchester County TMS Parcel #085-00-00-164, and surveyed for Joe H. Branton, Sr., prepared by Keith A. Wilson, Professional Land Surveyor No. 12252, Cornerstone Surveying & Engineering, Inc. dated April 26, 2010 and recorded May 5, 2010 in the Office of the Register of Deeds for Dorchester County, South Carolina in Plat Book L, at page 147; and having such metes and bounds as shown on said plat as follows: BEGINNING at a calculated point, no monument set, located at the junction of Norfolk Southern Railroad 200 foot right of way and property now or formerly Oakridge Landfill, Inc., and running in a southeasterly direction along Tract A as shown on the above-referenced plat S57°45'53"E a distance of 1,405.51 feet to an iron pin found, said iron pin being the point and place of Beginning; thence turning and running in a northeasterly direction along Tract A as shown on the above-referenced plat N01°32'40"E a distance of 2,072.29 feet to an iron pin set; thence turning and running in a southeasterly direction along property now of formerly Oakridge Landfill, Inc. S88°14'13"E a distance of 644.87 feet to an iron pin found; thence turning and running in a southeasterly direction along Tract C as shown on the above-referenced plat S09°10'55"E a distance of 2,448.85 feet to a calculated point, no monument set; thence turning and running along Halfway Gut Creek the following courses and distances: N87°00'57"W a distance of 41.03 feet to a point; thence S69°27'36"W a distance of 44.54 feet to a point; thence S66°03'08"W a distance of 40.99 feet to a point; thence N87°21'28"W a distance of 36.81 feet to a point; thence S55°02'46"W a distance of 29.88 feet to a point; thence N87°21'28"W a distance of 36.81 feet to a point; thence S55°02'46"W a distance of 29.88 feet to a point; thence N89°27'21" a distance of 31.87 feet to a point; thence N77°39'45"W a distance of 49.54 feet to a point; thence N32°53'54"W a distance of 23.32 feet to a point; thence N00°47'25"E a distance of 31.09 feet to a point; thence N12°48'12"E a distance of 34.73 feet to a point; thence N11°33'11"W a distance of 43.61 feet to a point; thence N42°37'49"W a distance of 38.45 feet to a point; thence N71°55'58"W a distance of 41.11 feet to a point; thence N32°23'46"W a distance of 60.69 feet to a point; thence S83°41'14"W a distance of 11.07 feet to a point; thence S59°04'12"W a distance of 49.56 feet to a point; thence S72°34'55"W a distance of 42.33 feet to a point; thence N55°03'13"W a distance of 17.27 feet to a point; thence N19°45'22"W a distance of 56.44 feet to a point; thence N71°31'37"W a distance of 38.89 feet to a point; thence N76°11'17"W a distance of 146.02 feet to a point; thence N78°48'22"W a distance of 31.23 feet to a point; thence N50°01'41"W a distance of 8.05 feet to a point; thence N06°48'20"W a distance of 29.39 feet to a point; thence N44°31'15"W a distance of 28.75 feet to a point; thence N06°48'20"W a distance of 29.39 feet to a point; thence N44°31'15"W a distance of 28.75 feet to a point; thence N69°17'41"W a distance of 33.41 feet to a point; thence N66°45'53"E a distance of 16.57 feet to a point; thence N65°40'39"W a distance of 12.13 feet to a point; thence N65°40'39"W a distance of 12.13 feet to a point; thence N33°27'11"W a distance of 21.45 feet to a point; thence N78°45'18"W a distance of 34.94 feet to a point; thence S88°07'53"W a distance of 32.30 feet to a point; thence N61°49'58"W a distance of 38.96 feet to a point; thence

S74°10'58"W a distance of 37.44 feet to a point; thence S64°32'54"W a distance of 50.69 feet to a point; thence N57°45'53"W a distance of 80.00 feet to the point and place of Beginning, said tract containing 43.87 acres.

TMS No.: 085-00-00-164

DERIVATION: Deed to Real Estate conveyed to Joe H. Branton, Sr., from Hunting & Timber Land Leasing LLC dated March 17, 2006 and recorded March 22, 2006 in the Office of the Register of Deeds for Dorchester County, South Carolina in Book 5264, at page 137.

EXHIBIT "A"

LEGAL DESCRIPTION

TMS No.: 085-00-00-096

ALL that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being located east of the Town of Dorchester, County of Dorchester, State of South Carolina and shown and delineated as Tract B, containing 43.87 Acres on a subdivision plat of the DORCHESTER TRACT subdivided out of Dorchester County TMS Parcel #085-00-00-096, and surveyed for Joe H. Branton, Sr., prepared by Keith A. Wilson, Professional Land Surveyor No. 12252, Cornerstone Surveying & Engineering, Inc. dated April 26, 2010 and recorded May 5, 2010 in the Office of the Register of Deeds for Dorchester County, South Carolina in Plat Book L, at page 147; and having such metes and bounds as shown on said plat as follows:

BEGINNING at a calculated point, no monument set, located at the junction of Norfolk Southern Railroad 200 foot right of way and property now or formerly Oakridge Landfill, Inc., and running in a southeasterly direction along Tract A as shown on the above-referenced plat S57°45'53"E a distance of 1,405.51 feet to an iron pin found, said iron pin being the point and place of Beginning; thence turning and running in a northeasterly direction along Tract A as shown on the above-referenced plat N01°32'40"E a distance of 2,072.29 feet to an iron pin set; thence turning and running in a southeasterly direction along property now of formerly Oakridge Landfill, Inc. S88°14'13"E a distance of 644.87 feet to an iron pin found; thence turning and running in a southeasterly direction along Tract C as shown on the above-referenced plat S09°10'55"E a distance of 2,348.85 feet an iron pin set; thence continuing S09°10'55"E a distance of 100 feet to a point; thence turning and running along Halfway Gut Creek the following courses and distances: N87°00'57"W a distance of 41.03 feet to a point; thence S69°27'36"W a distance of 44.54 feet to a point; thence S66°03'08"W a distance of 40.99 feet to a point; thence N87°21'28"W a distance of 36.81 feet to a point; thence S55°02'46"W a distance of 29.88 feet to a point; thence N89°27'21"W a distance of 31.87 feet to a point; thence N77°39'45"W a distance of 49.54 feet to a point; thence N32°53'54"W a distance of 23.32 feet to a point; thence N00°47'25"E a distance of 31.09 feet to a point; thence N12°48'12"E a distance of 34.73 feet to a point; thence N11°33'11"W a distance of 43.61 feet to a point; thence N42°37'49"W a distance of 38.45 feet to a point; thence N71°55'58"W a distance of 41.11 feet to a point; thence N32°23'46"W a distance of 60.69 feet to a point; thence S83°41'14"W a distance of 11.07 feet to a point; thence S59°04'12"W a distance of 49.56 feet to a point; thence S72°34'55"W a distance of 42.33 feet to a point; thence N55°03'13"W a distance of 17.27 feet to a point; thence N19°45'22"W a distance of 56.44 feet to a point; thence N71°31'37"W a distance of 38.89 feet to a point; thence N76°11'17"W a distance of 146.02 feet to a point; thence N78°48'22"W a distance of 31.23 feet to a point; thence N50°01'41"W a distance of 8.05 feet to a point; thence N06°48'20"W a distance of 29.39 feet to a point; thence N44°31'15"W a distance of 28.75 feet to a point; thence N69°17'41"W a distance of 33.41 feet to a point; thence S66°45'53"W a distance of 16.57 feet to a point; thence S66°58'34"W a distance of 35.44 feet to a point; thence N65°40'39"W a distance of 12.13 feet to a point; thence N33°27'11"W a distance of 21.45 feet to a point; thence N78°45'18"W a distance of 34.94 feet to a point; thence S88°07'53"W a distance of 32.30 feet to a point; thence N61°49'58"W a distance of 38.96 feet to a point; thence S74°10'58"W a distance of 37.44 feet to a point; thence S64°32'54"W a distance of 50.69 feet to a point; thence N57°45'53"W a distance of 80.00 feet to the point and place of Beginning, said tract containing 43.87 acres.

TMS No.: 085-00-00-096

DERIVATION: General Warranty Deed to Oakridge Landfill, Inc., from Joe H. Branton, Sr. dated March 29, 2011 and recorded March 31, 2011 in the Office of the Register of Deeds for Dorchester County, South Carolina in Book7844, at page 57.

EXHIBIT "A"

Legal Description  
TMS No. 085-00-00-117

All that certain piece, parcel or lot of land together with the buildings and improvements thereon, situate, lying and being in School District No. 3, County of Dorchester, State of South Carolina, measuring and containing 1.0 acres, more or less, and butting and bounding and measuring as follows, to wit: on the north by other land of Virgil DeLee; on the east by other land of Virgil DeLee; on the south by lands of Brandon and Henry; and on the west by a dirt road. Said property having the size, shape, dimensions and distances as more fully shown on a plat recorded in the Office of the Register of Deeds of Dorchester County in Plate Book E at page 328, a little more or less.

TMS No. 085-00-00-117

Derivation: Quit-Claim Deed conveyed to Victor Sims from Karen D. Long dated February 6, 2008 and recorded February 14, 2008 in the Office of the Register of Deeds for Dorchester County, South Carolina in Deed Book 6484 at page 248.

## EXHIBIT "A"

Legal Description  
TMS No. 085-00-00-081

All that piece, parcel or tract of land, situate, lying and being near the Town of Dorchester, in the County of Dorchester, in the State of South Carolina, shown and delineated as Tract A, containing Four Hundred and Thirteen and five-tenths (413.5) acres, Tract B, containing Two Hundred Sixty Seven (267.0) acres, and Tract C, containing Twelve (12) acres, all as shown on a plat prepared for Chambers Oakridge Landfill by Site Consultants, Inc. dated March 19, 1987, and recorded March 30, 1987 in the office of the Clerk of Court (n/k/a Dorchester County Register of Deeds) in Plat Book F, page 174. Reference is craved to said plat for a more complete and accurate description of the metes and bounds of said property.

### ALSO

All that certain piece parcel or lot of land being triangular in shape and containing Two (2) acres, more or less, situate, lying and being on the south side of U.S. Highway 78, East of the Town of Dorchester, School District No. 4, County of Dorchester, State of South Carolina, and bounding and measuring now or formerly as follows, to-wit: on the Northwest by U.S. Highway 78 and measuring thereon Three Hundred Ninety Two and Eighty eight one hundredths (392.88) feet; on the East by lands of Westvaco and measuring thereon Four Hundred Forty Two and Ninety one hundredths (442.90) feet; and on the Southwest by lands now or formerly of Farnell D. Muckenfuss and measuring thereon Five Hundred Eighty Three and Sixty four one hundredths (583.64) feet.

The above described lot of land is more fully delineated as Tract C on a plat showing property of Ernest and Michael A Blaylock – Tract A and Roy B. Turner, Jr. – Tracts B & C, located Dorchester County, S. C. dated September 1983 by Albert Heatley, Jr. S.C. Reg. No. 3973, and recorded in the R.M.C. office for Dorchester County in Plat Cabinet 367.

The above described tract of land is subject to a right-of-way easement to S. C. Electric and Gas Company as is shown on said plat.

TMS No. 085-00-00-081

Derivation: Deed conveying 413.5 acres to Chambers Oakridge Landfill, Inc. from Farnell D. Muckenfuss dated March 27, 1987 and recorded March 30, 1987 in office of the Register of Deeds for Dorchester County, South Carolina in Deed Volume 582 at page 526; Special Warranty Deed conveying 267.0 acres to Chambers Oakridge Landfill, Inc. from Westvaco Corporation dated May 5, 1987 and recorded May 8, 1987 in the office of the Register of Deeds for Dorchester County, South Carolina in Deed Volume 585 at page 348; Deed conveying 12 acres to Chambers Oakridge Landfill, Inc. from Herman E. Muckenfuss dated March 27, 1987 and recorded March 30, 1987 in office of the Register of Deeds for Dorchester County, South Carolina in Deed Volume 582 at page 530; and Deed, Title to Real Estate conveying 2.0 acres to

Chambers Oakridge Landfill, Inc. from Roy B. Turner, Jr. dated June 20, 1991 and recorded June 28, 1991 in the office of the Register of Deeds for Dorchester County, South Carolina in Deed Book 873 at page 33.

**LESS AND EXCEPT:**

All that certain piece, parcel, or tract of land, situate, lying and being near the Town of Dorchester, in the County of Dorchester, State of South Carolina, containing 99.835 acres, more or less, as shown on a plat prepared by Trico Engineering Consultants, Inc., dated May 29, 1997 and recorded in the Office of the Register of Deeds for Dorchester County, South Carolina in Cabinet J at page 112. (TMS No. 086-00-00-017)

Derivation: Deed conveyed to National Audubon Society, Inc. from Oakridge Landfill, Inc., successor to Chambers Oakridge Landfill, Inc. dated August 13, 1998 and recorded September 10, 1998 in the Office of the Register of Deeds for Dorchester County, South Carolina in Deed Book 2034 at page 237 and re-recorded on October 6, 1998 in the same Office in Deed Book 2050 at page 294.

# Exhibit B

## Boundary Plat



Scientific  
 1800 Gales Road, Suite 203  
 Raleigh, NC 27617  
 P. 919-876-7070  
 F. 919-876-7071

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE STANDARDS AND PRACTICES SET FORTH IN THE NORTH CAROLINA SURVEYING ACT OF 1978, AS AMENDED, AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, DIVISION OF CONSTRUCTION, DEPARTMENT OF TRANSPORTATION AND AIRCRAFT, STATE OF NORTH CAROLINA.

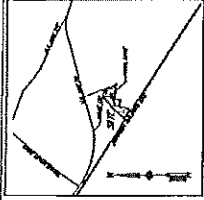
FILE # 150  
 6-20  
 #150

DATE	1998
BY	W. M. LARRELL
FOR	W. M. LARRELL
PROJECT	BOUNDARY SURVEY FOR TRS 085-00-083, 085-00-082, 085-00-117, 085-00-111, NEAR DORCHESTER, DORCHESTER COUNTY, NC
SCALE	AS SHOWN
STATUS	FINAL



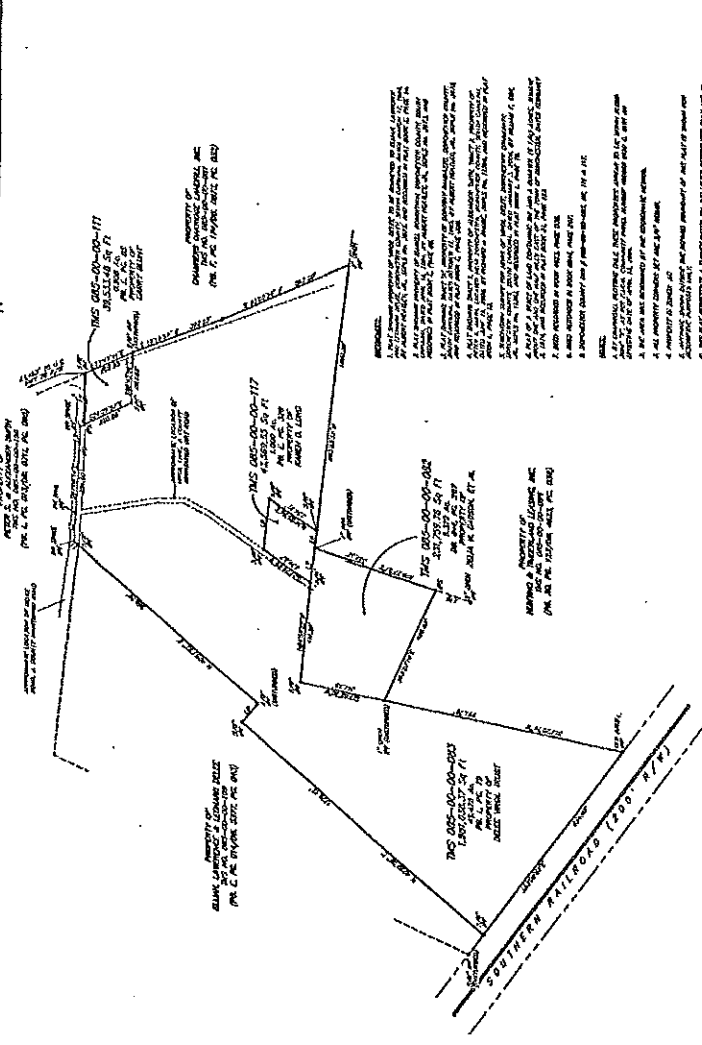
W. M. LARRELL  
 Professional Engineer  
 No. 15000  
 State of North Carolina

BOUNDARY SURVEY FOR TRS 085-00-083, 085-00-082, 085-00-117, 085-00-111, NEAR DORCHESTER, DORCHESTER COUNTY, NC



NO.	DESCRIPTION	DATE
1	...	...
2	...	...
3	...	...
4	...	...
5	...	...
6	...	...
7	...	...
8	...	...
9	...	...
10	...	...

PROPERTY OF  
 TRS 085-00-083  
 TRS 085-00-082  
 TRS 085-00-117  
 TRS 085-00-111

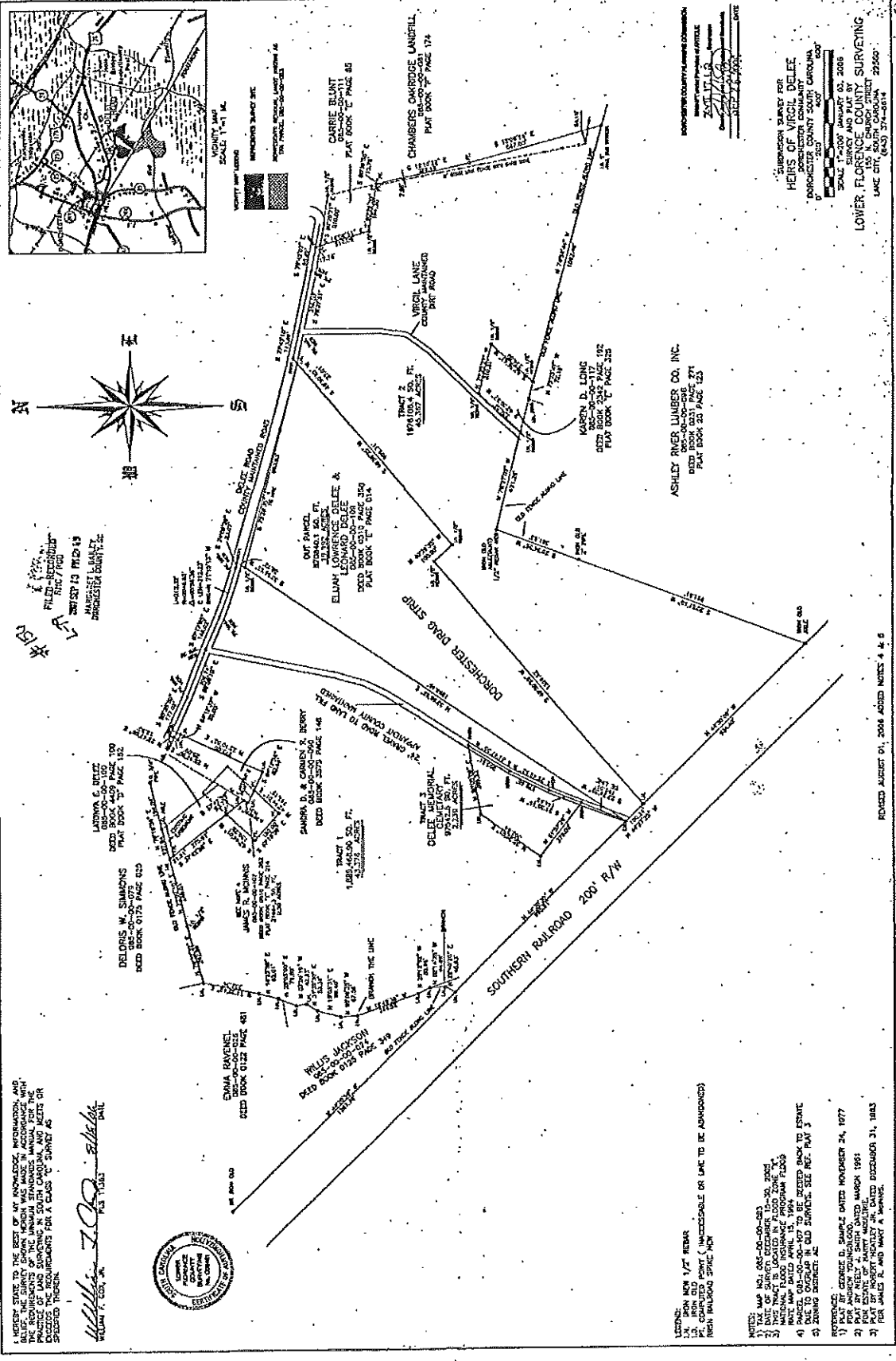


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I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1968 AND THE RULES AND REGULATIONS THEREUNDER, AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF NORTH CAROLINA, AND I HEREBY CERTIFY THAT I AM QUALIFIED TO PERFORM THE SURVEY SHOWN HEREON AND THAT I AM NOT PROVIDING THESE SERVICES TO ANY OTHER PARTY AT THE SAME TIME AS I AM PROVIDING THESE SERVICES TO YOU.

WILLIAM J. ZOO  
 LICENSE NO. 1000  
 REGISTERED PROFESSIONAL SURVEYOR  
 STATE OF NORTH CAROLINA



NOTES:  
 1. THE NEW 1/4" REBAR  
 2. THE OLD 1/4" REBAR (UNRECOVERABLE OR LOST TO BE ABANDONED)  
 3. THE OLD 1/4" REBAR (UNRECOVERABLE OR LOST TO BE ABANDONED)  
 4. THE OLD 1/4" REBAR (UNRECOVERABLE OR LOST TO BE ABANDONED)  
 5. THE OLD 1/4" REBAR (UNRECOVERABLE OR LOST TO BE ABANDONED)

REFERENCES:  
 1. PLAT OF GEORGE D. SAMPLE DATED NOVEMBER 24, 1977  
 2. PLAT OF ANDREW YOUNG DATED MARCH 1981  
 3. PLAT OF ROBERT HEATLEY JR. DATED DECEMBER 31, 1983  
 4. PLAT OF PAUL L. AND MARY A. DORRIS

FILED-RECORDED  
 REC 7/20  
 DECEMBER 13, 2008  
 HARRIS & HARRIS  
 DORCHESTER COUNTY, NC

ASHLEY RIVER LUMBER CO. INC.  
 DEED BOOK 0175 PAGE 123

MAREN D. LONG  
 DEED BOOK 0175 PAGE 122

CHAMBERS GARBERGE LANDFILL  
 PLAT BOOK 174

CARRIE BLUNT  
 DEED BOOK 0175 PAGE 85

DELORES W. SIMMONS  
 DEED BOOK 0175 PAGE 020

LOWER FLORENCE COUNTY SURVEYING  
 LAKE CITY, NC 27554  
 PHONE: (843) 374-2814  
 FAX: (843) 374-2814  
 SCALE: 1" = 100'

REVISED AUGUST 01, 2008 ADDED NOTES 4 & 5

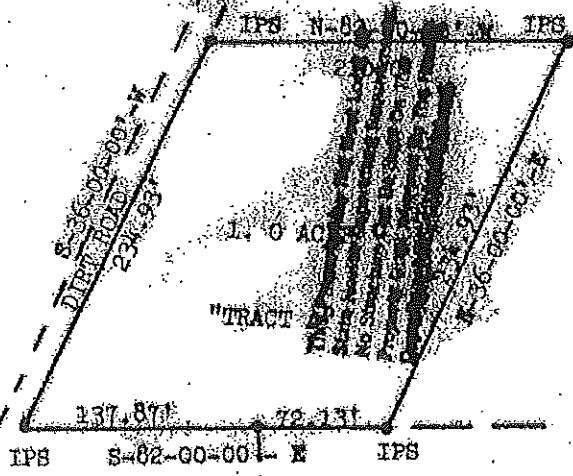
3.40

DORCHESTER COUNTY, S.C.

FILED & RECORDED  
HENRY K. CARR  
CLERK OF COURT  
DORCHESTER COUNTY

V. DELEE

V. DELEE



HENRY BRANDON



**PLAT**

SHOWING TRACT "A"  
PROPERTY OF  
**GOSWY RANAZZO**  
DORCHESTER COUNTY  
SOUTH CAROLINA  
SCALE 1"=100'  
OCTOBER 12, 1985

DORCHESTER COUNTY, S.C.  
 HENRY K. CARR  
 CLERK OF COURT  
 FILED & RECORDED  
 OCTOBER 12, 1985

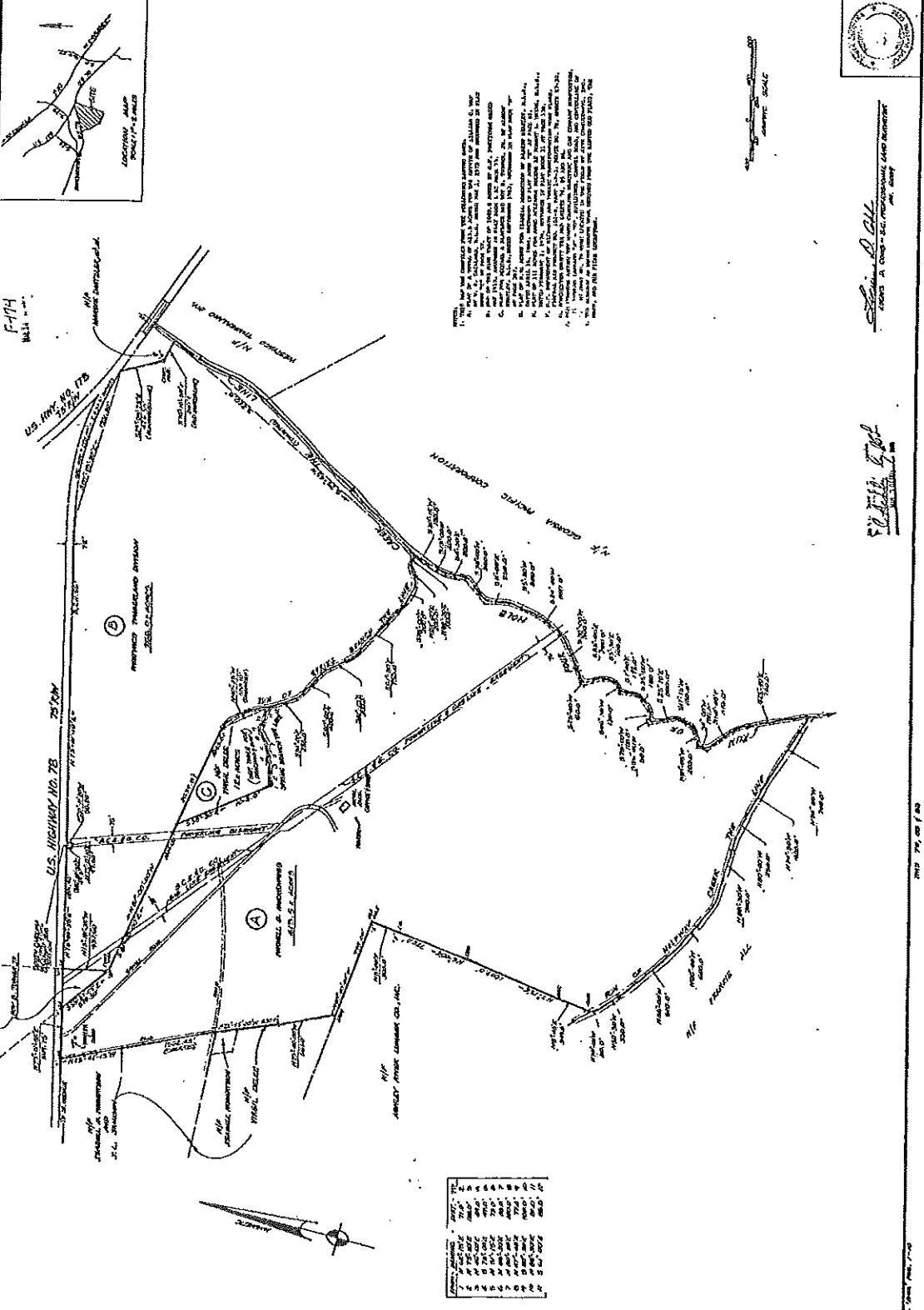
I HEREBY CERTIFY THAT THE RATIO OF THE PRECISION OF THE FIELD SURVEY IS 1:5000 AS SHOWN HEREON AND THE AREA WAS DETERMINED BY THE D.M.D. METHOD.

*Robert Montoya*

SCRS 3973

Route 1, Box 15, Dorchester, S. C. 29437  
Telephone 803-563-4509





THIS PLAN AND SPECIFICATIONS SHALL BE CONSIDERED AS THE BASIS FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ENVIRONMENT AND THE SAFETY OF THE PUBLIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE LANDFILL FROM FIRE AND OTHER HAZARDOUS CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE LANDFILL FROM EROSION AND OTHER HAZARDOUS CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE LANDFILL FROM POLLUTION AND OTHER HAZARDOUS CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE LANDFILL FROM ALL OTHER HAZARDOUS CONDITIONS.

*John D. Call*  
 CHIEF ENGINEER

*W. J. E. J. J.*  
 SURVEYOR



Exhibit C  
OAKRIDGE TRACT  
DEVELOPMENT SCHEDULE

**Phases of Construction and Development**

The timing of Development of the Project and on adjoining lands will be very much affected by the health of the national and local economies, as well as the demand for various housing types and commercial uses for the region. It is difficult to accurately project timing and scope of Development of the Project. The Property Owner has provided the following estimates which are based on information believed to be reasonable at this time. The estimates are subject to change substantially, from time to time, based on market conditions and other factors, not under the control of the Property Owner.

**Initial Construction 2011-2015**

Pending various County and State approvals for the Development of the Project, the construction of various infrastructure improvements is scheduled to begin.

**2016-2021**

Development should continue during this period, including continuing infrastructure additions.

## Exhibit D

Dorchester County Zoning and Land Development Standards (Current Regulations)

## Exhibit F

### Parties with Legal Interest in Real Property

1. Oakridge Landfill, Inc.
2. Victor Sims
3. Joe Branton, Sr.