

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GREENS OF ROCK HILL, LLC

AND

THE CITY OF ROCK HILL, SOUTH CAROLINA

This non-binding Memorandum of Understanding (the "**MOU**") is made and entered into this 27th day of July, 2010 by and among The Greens of Rock Hill, LLC, ("**Greens**") and the City of Rock Hill, South Carolina (the "**City**"), together referred to as the ("**Parties**"). This MOU is intended to supplement the Financing Agreement, Land Development Agreement, Public Amenities Plan and the 9/28/09 Memorandum of Understanding ("**Prior Agreements**"). This MOU is also intended to update and implement the Prior Agreements, provide a framework for the funding and construction of certain public amenities as provided in the Prior Agreements and to memorialize the non-binding understanding between the Parties prior to the possible execution of certain agreements to be negotiated between the Parties for operation, programming and maintenance of the Velodrome to be located in Rock Hill, South Carolina.

RECITALS

WHEREAS, the City, the Carolina Velodrome Association and the Greens of Rock Hill, LLC previously entered into a Memorandum of Understanding dated September 28, 2009 ("**Previous MOU**") regarding financing, design, construction, maintenance and operation of the Cycling Center;

WHEREAS, the Parties intend for the Previous MOU to remain valid and effective;

WHEREAS, Greens has completed construction of the Riverwalk Trail and the canoe/kayak launch area and intends to dedicate to the City a 20' trail easement and other access easements as shown on Exhibit F;

WHEREAS, Greens has completed preliminary design and engineering of the Town Center area of Riverwalk, which includes the Velodrome area as well as related access roadways and utilities;

WHEREAS, Greens intends to dedicate a site to the City for construction of the Velodrome;

WHEREAS, the City intends to construct and begin operation of a Velodrome in the Town Center area;

WHEREAS, the Parties agree that the Goals and Responsibilities set forth below for the Cycling Center are in the best interest of each party;

WHEREAS, the Parties agree to negotiate in good faith in order to meet the Responsibilities set forth below;

WHEREAS, the Parties deem it to be to their mutual benefit to execute this MOU as a general non-binding guideline for subsequent cooperation and interaction among the Parties with respect to the below Goals and Responsibilities; and

WHEREAS, the Parties acknowledge that all of the terms and conditions of this MOU (including, without limitation, the Goals and Responsibilities set forth below) are non-binding with the exception of the Confidentiality Agreement (as defined below).

GOALS

- I. The Parties agree to work together to accomplish the proposed timing and terms of the dedication and reimbursement of the Riverwalk Trail and canoe/kayak launch area.
- II. The Parties agree to work together to amend the Land Development Agreement with mutually agreeable design and engineering related to the Town Center.
- III. The Parties agree to work together regarding the proposed dedication of property to the City and construction of the Velodrome.
- IV. The Parties agree to work together regarding the planning and development of additional recreational facilities

RESPONSIBILITIES

- A. **RIVERWALK TRAIL AND CANOE/KAYAK LAUNCH**
 1. Greens has completed construction of the Riverwalk Trail, the canoe/kayak launch area and other related facilities ("Trail"). The Trail has been completed at a cost of approximately \$1.7 million consistent with the Prior Agreements. Therefore, Greens intends to dedicate the Trail to the City, as shown on Exhibit F on or before September 30, 2010.
 2. In return for such dedication, City intends to accept such dedication while also undertaking ownership, operation, management and maintenance of the Trail.

B. TOWN CENTER

1. Consistent with the Prior Agreements, Greens has completed preliminary design and engineering ("Design") of the Town Center. The Design includes a planned City owned Velodrome. The Design is attached hereto as Exhibit A.
2. Greens and City intend to work together towards mutual agreement on the Design as well as any mutually agreeable changes as may be required in the final design and permitting process.
3. Due to the new Design, Greens intends to submit an application to the City for amendment of the Land Development Agreement in order to incorporate the new site plan as shown on Exhibit D. It is expected that this amendment will be completed by December 31, 2010.
4. Greens intends to complete construction of an access roadway as well as utilities to serve the Town Center area, including the Velodrome, as shown on the attached Exhibit A on or before November 20, 2011.

C. DEDICATION OF SITE FOR VELODROME

1. Greens and City will work in good faith to cooperate regarding the final construction design and engineering of the Velodrome ("Final Design").
2. Subject to availability of funding and other decisions, to be made in the sole discretion of the City, City will seek to complete the Final Design by February 28, 2011.
3. Greens intends to convey the site identified on Exhibit D to the City for construction of the Velodrome on or before January 31, 2012.
4. The City and Greens intend that the terms of such dedication shall require the City, subject to limitations herein, to construct the Velodrome on the dedicated site in substantial conformance with Exhibits B, C and D, on or before December 31, 2013. If the City fails to construct the Velodrome by this date, the Parties intend for Greens to have the right to require City to reconvey the dedicated property.

D. CONSTRUCTION OF VELODROME

1. Subject to the satisfactory completion of the following conditions precedent and in the sole discretion of City Council, the City intends to construct and begin operation of a Velodrome in the Town Center area, in substantial conformance with Exhibits B, C and D by December 31, 2012.
2. Prior to a decision to construct the Velodrome, the City, in its sole discretion, must have approved a financing plan. The financing plan may include, but is not limited to, the following elements:
 - The total of public and private financing for the velodrome must be sufficient to fund the full construction costs of the velodrome, currently estimated at \$4,000,000.

- The City intends to apply for a Land and Water Conservation Fund grant of up to \$500,000 from the SC Department of Parks, Recreation and Tourism. The City intends to submit the application in March 2011 and grant awards are expected to be announced in June 2011.
 - The Parties will seek to secure private sponsorships of approximately \$500,000 to fund a portion of the construction and operating costs of the Velodrome.
 - City Council, in its sole and absolute discretion, may approve of the use of City supported financing, possibly including tax increment financing bonds and/or hospitality tax revenue bonds, and/or New Markets Tax Credit financing to fund a portion of the construction costs of the Velodrome.
3. Due to the dense mixture of uses in the Town Center area, the close proximity of private development activities to the Velodrome, and the highly specialized nature of the Velodrome construction, Greens and City agree that it may be desirable for Greens to serve as project manager or design-build contractor to assist the City in construction of the Velodrome.
 4. Greens and City agree to work in good faith to structure a cooperative construction agreement for the Velodrome, as part of the overall Town Center development that also complies with the City's procurement guidelines.

E. ADDITIONAL PUBLIC RECREATIONAL FACILITIES

1. Greens and City intend to work in good faith regarding development of additional public recreational facilities on the Riverwalk site in accordance with Exhibit E.
2. Greens intends to complete landfill closure activities on or before December 31, 2011 which will permit the use of this site for public recreational activities
3. Greens will dedicate the former landfill area and other future park areas as provided in the Land Development Agreement to the City, upon the City's request, for development and use for public recreational facilities.
4. Greens and City agree to cooperate in the design and financial planning for additional public recreational facilities possibly including, but not limited to, baseball/softball fields, football and/or soccer fields, a closed road course for bicycles, a mountain biking course, a cyclocross track, and a BMX track. The timing of any of these additional public recreational facilities shall be in the sole discretion of the City.

TERMS AND TERMINATION

Any party may terminate this MOU at any time. This MOU shall remain in effect for a period of three years from the date it is signed. The MOU may be amended in writing at any time by mutual agreement of the Parties. Any confidential information exchanged during the effective period shall remain confidential after its termination or expiration.

The Parties acknowledge that this MOU is only a general outline of some of the terms of one or more proposed agreements that may be entered into by the Parties, and that this MOU is not binding upon, nor does it create a contractual relationship among, the Parties, with the exception of the Confidentiality Agreement. Nothing in this MOU should be construed as a binding offer or other obligation on the City's part or to create any rights in favor of Greens or any other party. Any party may terminate negotiations at any time, for any reason, by delivering written notice to all parties hereto. This MOU does not address all matters upon which agreement must be reached in order for the proposed transactions to be consummated. Neither the City, nor Greens shall have any obligation to execute any proposed agreements that may be negotiated by the Parties with respect to the subject of this MOU.

THE GREENS OF ROCK HILL, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF ROCK HILL, SOUTH CAROLINA

By: David B. Vehaun

Name: David B Vehaun

Title: Assistant City Manager

Date: July 27, 2010

The Parties acknowledge that this MOU is only a general outline of some of the terms of one or more proposed agreements that may be entered into by the Parties, and that this MOU is not binding upon, nor does it create a contractual relationship among, the Parties, with the exception of the Confidentiality Agreement. Nothing in this MOU should be construed as a binding offer or other obligation on the City's part or to create any rights in favor of Greens or any other party. Any party may terminate negotiations at any time, for any reason, by delivering written notice to all parties hereto. This MOU does not address all matters upon which agreement must be reached in order for the proposed transactions to be consummated. Neither the City, nor Greens shall have any obligation to execute any proposed agreements that may be negotiated by the Parties with respect to the subject of this MOU.

THE GREENS OF ROCK HILL, LLC

By: David D. Williams

Name: DAVID D. WILLIAMS

Title: VICE-PRESIDENT

Date: 7/27/10

CITY OF ROCK HILL, SOUTH CAROLINA

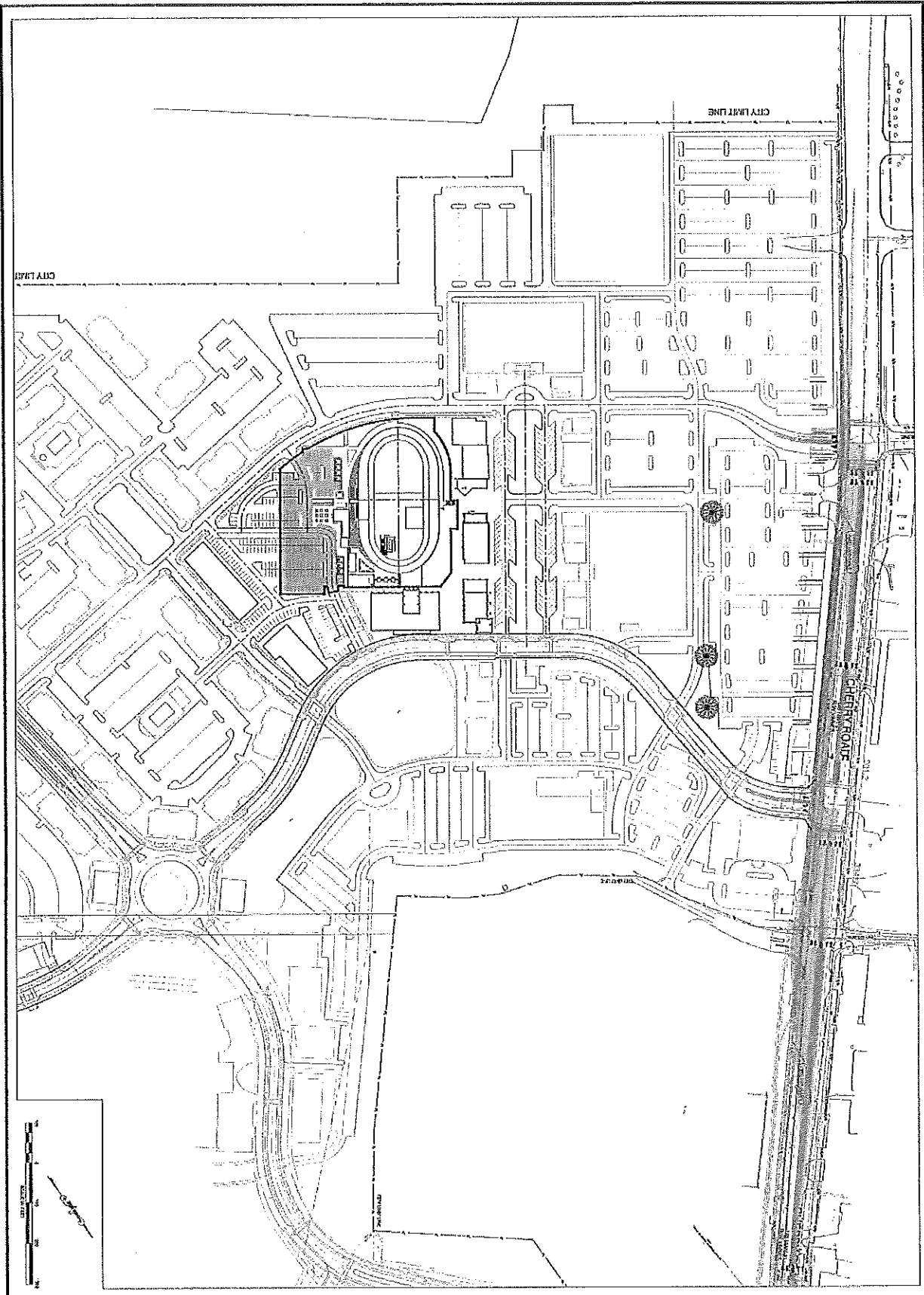
By: _____

Name: _____

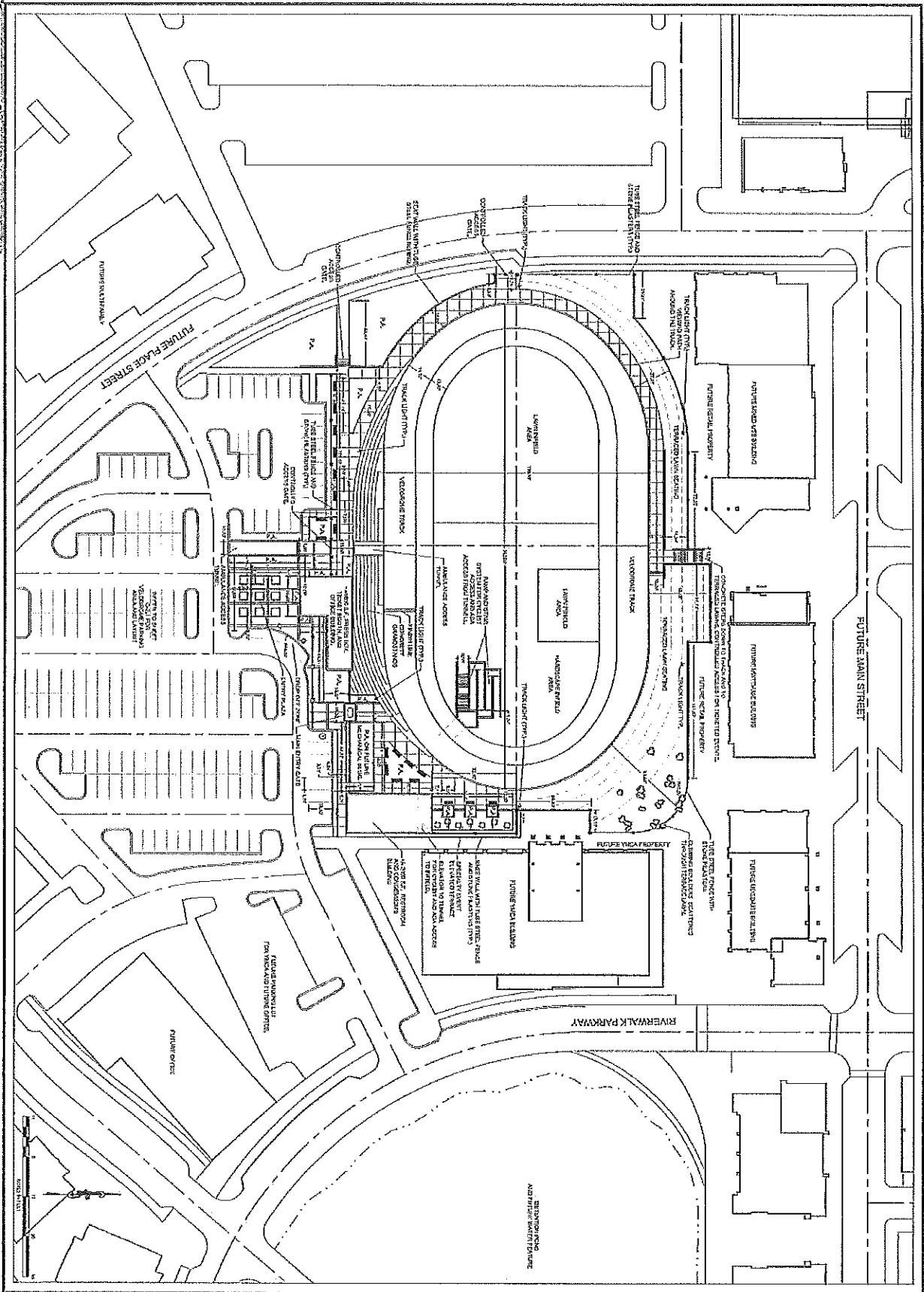
Title: _____

Date: _____

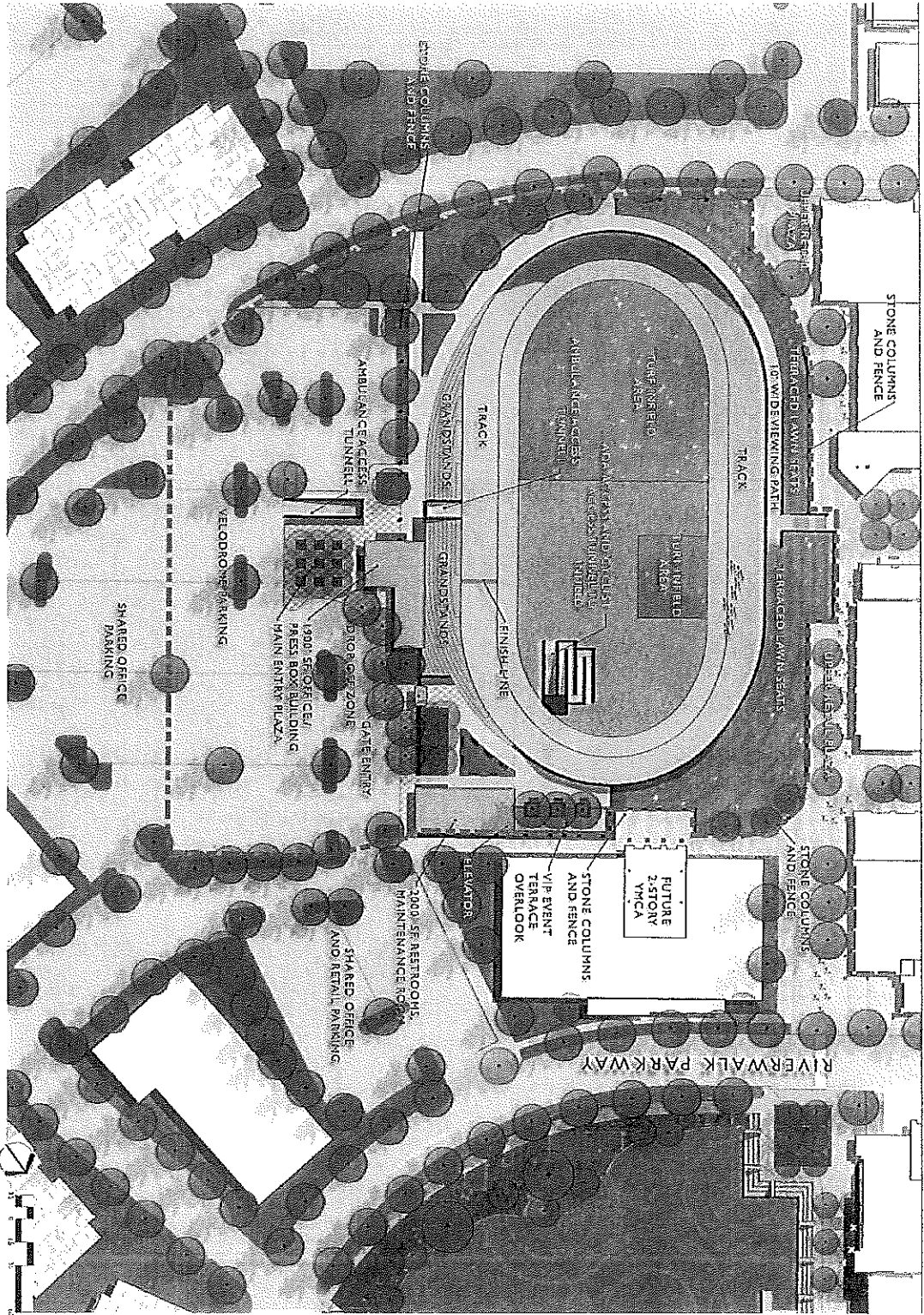
Exhibit A



<p>C12</p>	<p>OVERALL DEVELOPMENT PLAN</p>	<p>ROCK HILL VELODROME AT RIVERWALK CITY OF ROCK HILL, SC</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;">Project No.</td> <td style="font-size: 8px;">08-021</td> </tr> <tr> <td style="font-size: 8px;">Date</td> <td style="font-size: 8px;"></td> </tr> <tr> <td style="font-size: 8px;">Scale</td> <td style="font-size: 8px;"></td> </tr> <tr> <td style="font-size: 8px;">Author</td> <td style="font-size: 8px;"></td> </tr> <tr> <td style="font-size: 8px;">Check</td> <td style="font-size: 8px;"></td> </tr> <tr> <td style="font-size: 8px;">Title</td> <td style="font-size: 8px;"></td> </tr> </table>	Project No.	08-021	Date		Scale		Author		Check		Title			<p>GREENS OF ROCK HILL A COMMITMENT TO EXCELLENCE</p> <p>ASSURED GROUP</p> <p>2839 CHERRY ROAD ROCK HILL, SC 29730</p>
Project No.	08-021																
Date																	
Scale																	
Author																	
Check																	
Title																	



<p>L-111</p> <p>LAYOUT PLAN</p>	<p>RIVERWALK ID</p> <p>ROCK HILL, SC</p>	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>05/01/11</td> <td>ISSUED FOR PERMITTING</td> </tr> <tr> <td>2</td> <td>05/01/11</td> <td>ISSUED FOR PERMITTING</td> </tr> <tr> <td>3</td> <td>05/01/11</td> <td>ISSUED FOR PERMITTING</td> </tr> <tr> <td>4</td> <td>05/01/11</td> <td>ISSUED FOR PERMITTING</td> </tr> <tr> <td>5</td> <td>05/01/11</td> <td>ISSUED FOR PERMITTING</td> </tr> <tr> <td>6</td> <td>05/01/11</td> <td>ISSUED FOR PERMITTING</td> </tr> <tr> <td>7</td> <td>05/01/11</td> <td>ISSUED FOR PERMITTING</td> </tr> <tr> <td>8</td> <td>05/01/11</td> <td>ISSUED FOR PERMITTING</td> </tr> <tr> <td>9</td> <td>05/01/11</td> <td>ISSUED FOR PERMITTING</td> </tr> <tr> <td>10</td> <td>05/01/11</td> <td>ISSUED FOR PERMITTING</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	05/01/11	ISSUED FOR PERMITTING	2	05/01/11	ISSUED FOR PERMITTING	3	05/01/11	ISSUED FOR PERMITTING	4	05/01/11	ISSUED FOR PERMITTING	5	05/01/11	ISSUED FOR PERMITTING	6	05/01/11	ISSUED FOR PERMITTING	7	05/01/11	ISSUED FOR PERMITTING	8	05/01/11	ISSUED FOR PERMITTING	9	05/01/11	ISSUED FOR PERMITTING	10	05/01/11	ISSUED FOR PERMITTING	<p>GREENS OF ROCK HILL</p> <p>LandDesign</p> <p>2836 CHERRY ROAD ROCK HILL, SC 29729</p>
NO.	DATE	DESCRIPTION																																		
1	05/01/11	ISSUED FOR PERMITTING																																		
2	05/01/11	ISSUED FOR PERMITTING																																		
3	05/01/11	ISSUED FOR PERMITTING																																		
4	05/01/11	ISSUED FOR PERMITTING																																		
5	05/01/11	ISSUED FOR PERMITTING																																		
6	05/01/11	ISSUED FOR PERMITTING																																		
7	05/01/11	ISSUED FOR PERMITTING																																		
8	05/01/11	ISSUED FOR PERMITTING																																		
9	05/01/11	ISSUED FOR PERMITTING																																		
10	05/01/11	ISSUED FOR PERMITTING																																		

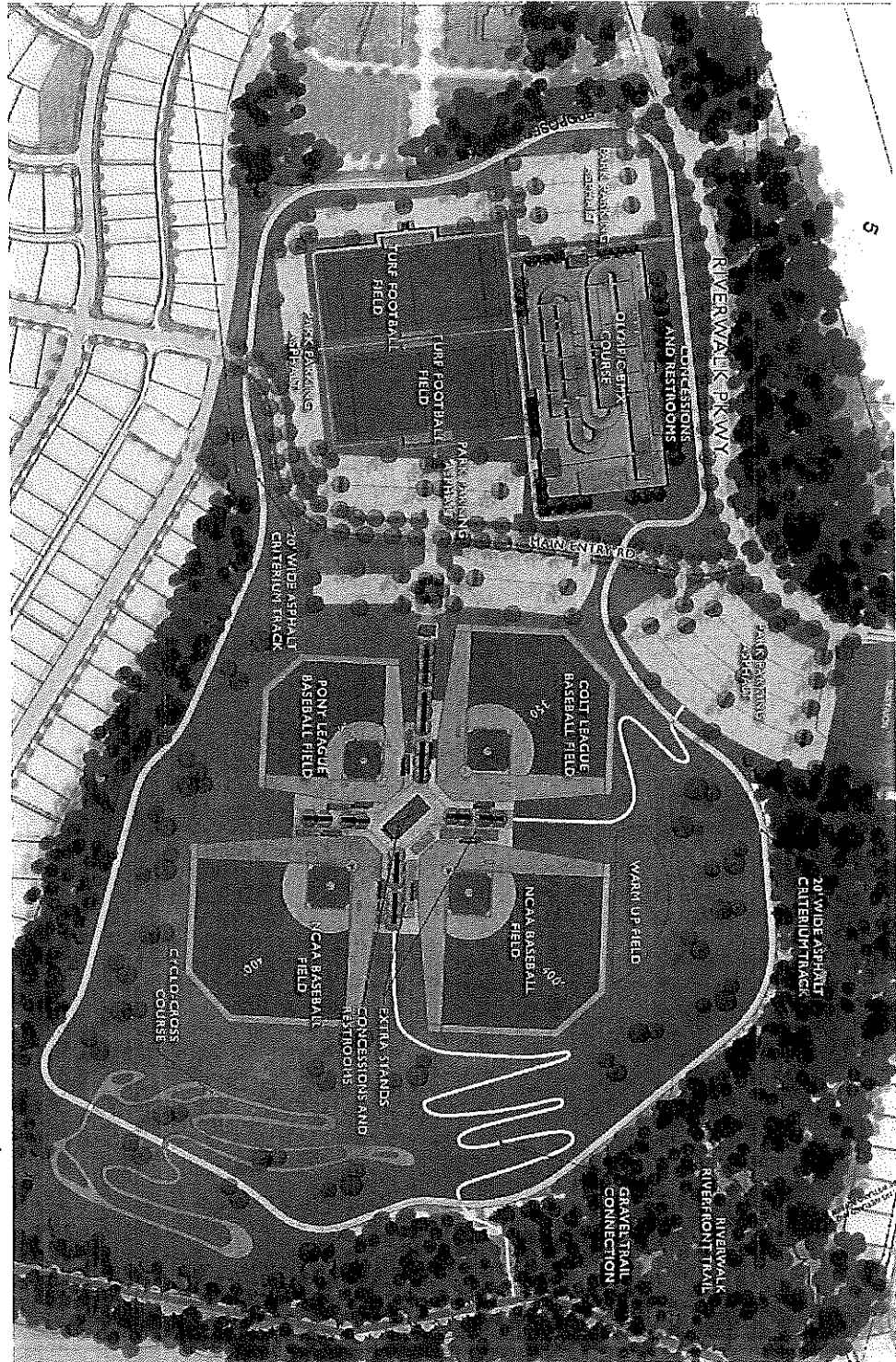


LandDesign
 505 DESIGN

riverwalk
 Illustrative Velodrome Masterplan
 Rock Hill, South Carolina

riverwalk





LandDesign 305 DESIGN

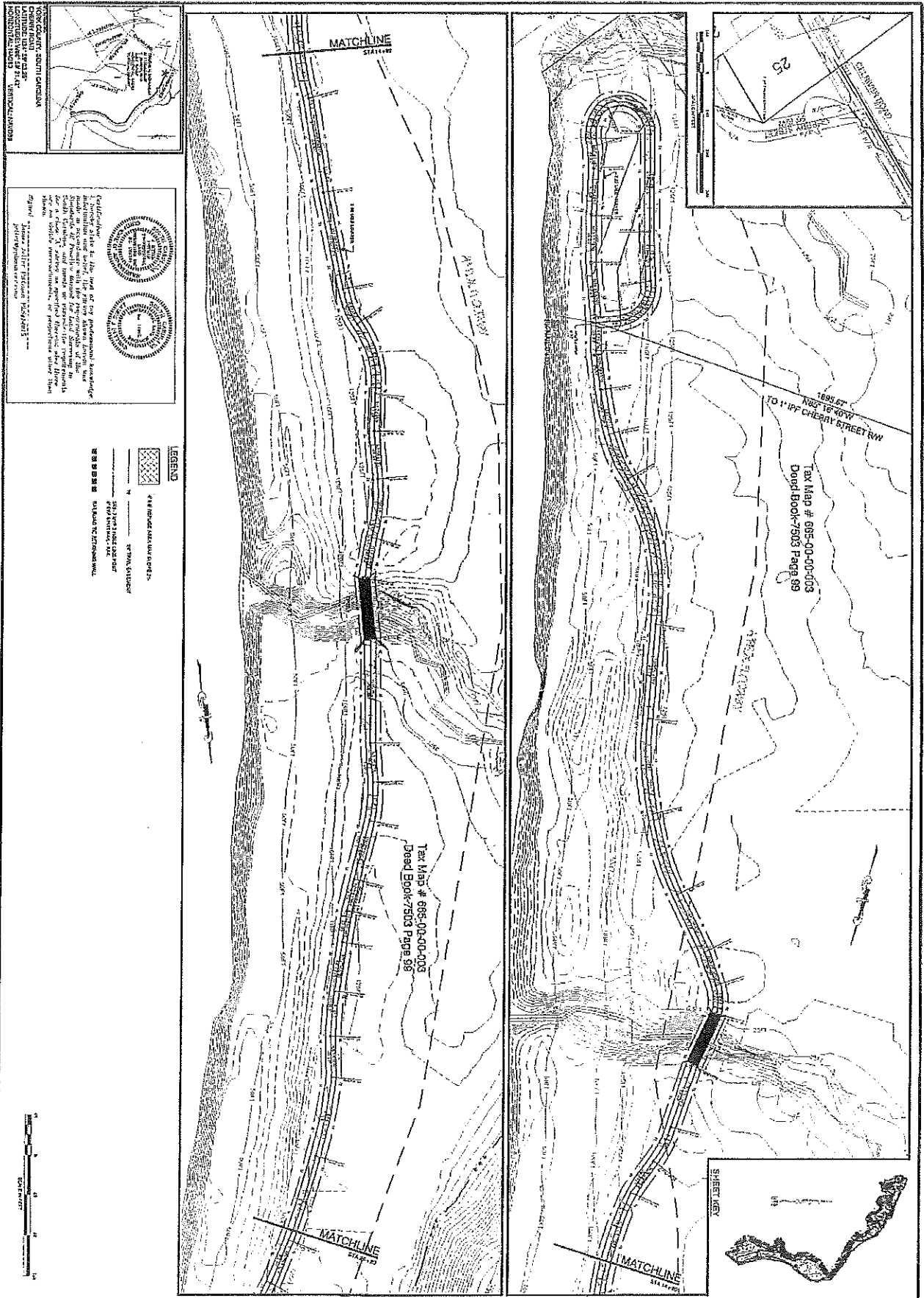
Illustrative Riverwalk Park Masterplan
Rock Hill, South Carolina

riverwalk

ASSURED GROUP



Exhibit F



SHT 1 OF 6

RIVERWALK TRAIL
EASEMENT PLAT

RIVERWALK TRAIL
ROCK HILL, SC

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

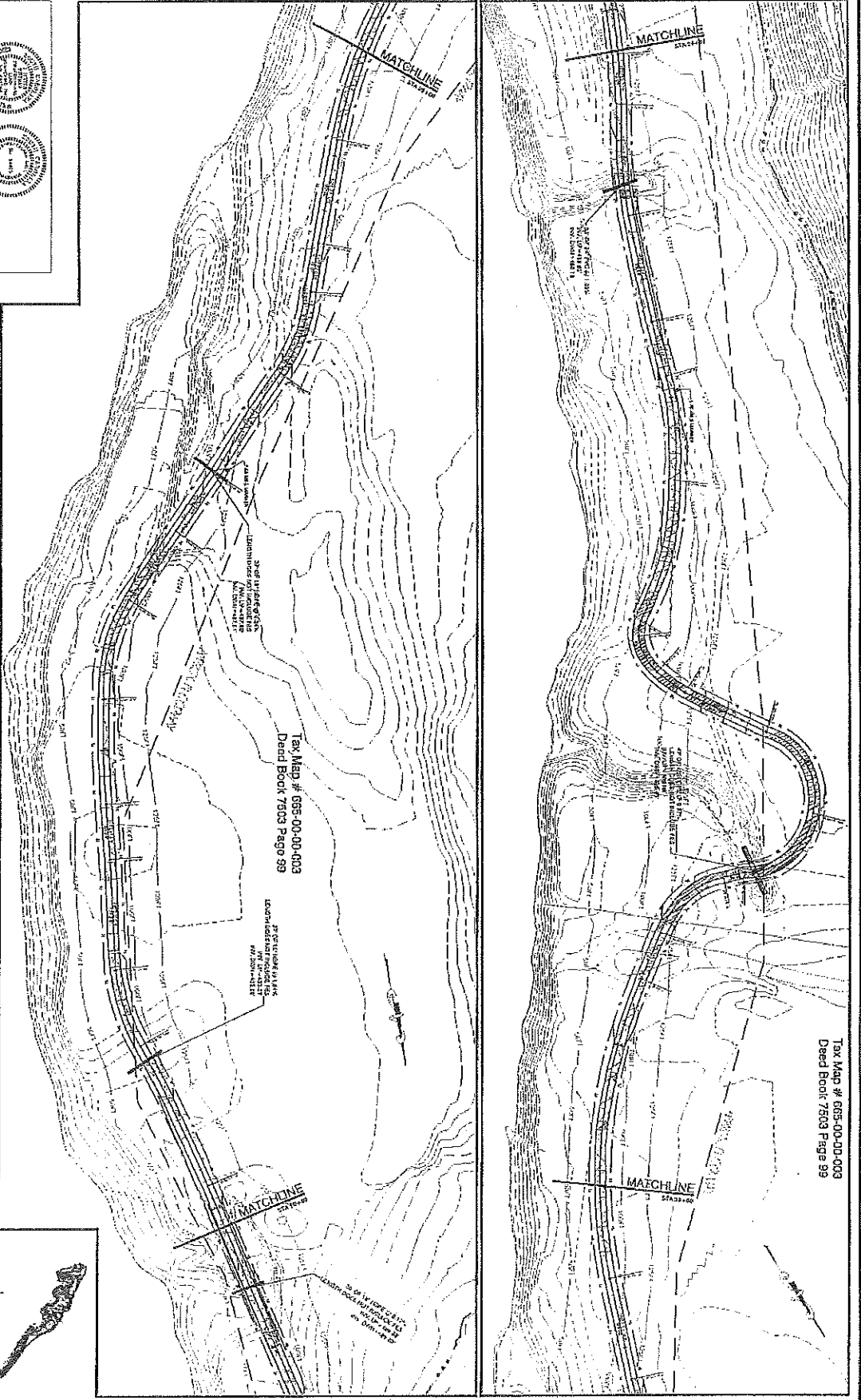


GREENS OF ROCK HILL ASSURED GROUP

2830 CHERRY ROAD
ROCK HILL, SC 29730

I, Surveyor John W. Hillman, do hereby certify that the above described boundaries were determined by me or under my supervision and that the same are correct according to the best of my knowledge and belief.

JOHN W. HILLMAN
 SURVEYOR
 1000 W. CHERRY ROAD
 ROCK HILL, SOUTH CAROLINA 29730



Tax Map # 695-00-00-033
 Deed Book 7503 Page 99

Tax Map # 695-00-00-033
 Deed Book 7503 Page 99

SHT 2 OF 6

RIVERWALK TRAIL EASEMENT PLAT

RIVERWALK TRAIL
ROCK HILL, SC

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



GREENS OF ROCK HILL ASSURED GROUP
 2530 CHERRY ROAD
 ROCK HILL, SC 29730

