

Lancaster County Council Infrastructure and Regulation Committee

Tuesday, June 9, 2015

**County Council Conference Room
Council Administration Building
100 N. Main Street
Lancaster, SC 29720**

1. **Call to Order – Committee Chair Larry Honeycutt** **3:00 p.m.**
2. **Approval of the agenda** *[deletions and additions of non-substantive matters]*
3. **Minutes of the May 12, 2015 meeting** – pgs. 2-5
4. **Chairman Comments**
5. **Citizens Comments**
6. **Discussion / Action Items**
 - a. FAA grant regarding large aircraft at Lancaster Airport – *Steve Willis/Paul Moses* – pgs.6-30
 - b. Development Agreement for Covington Development/Sinacori Builders – *John Weaver*
 1. Sinacori Builders, LLC Development Agreement (redlined version) – pgs. 31-59
 2. Sinacori Builders, LLC Development Agreement – pgs. 60-90
 3. Sinacori Builders, LLC, zoning ordinance – pgs. 91-92
 4. Report to Council – pgs. 93
7. **Adjournment**

*Anyone requiring special services to attend this meeting should contact 285-1565 at least
24 hours in advance of this meeting.*

*Lancaster County Council Infrastructure and Regulation Committee agendas are posted at the
Lancaster County Administration Building and are available on the Website: www.mylancastersc.org*



MINUTES OF THE LANCASTER COUNTY COUNCIL INFRASTRUCTURE AND
REGULATION COMMITTEE
COUNTY ADMINISTRATION BUILDING
COUNCIL CONFERENCE ROOM
101 N. MAIN STREET, LANCASTER

Members of the Lancaster County Council Infrastructure and Regulation Committee

Larry Honeycutt, Committee Chairman – District 4
Larry McCullough, Council Member – District 1
Jack Estridge, Council Member – District 6

Tuesday, May 12, 2015

The Committee Members present were Larry Honeycutt, Larry McCullough and Jack Estridge. Also present was Steve Willis, John Weaver, Debbie Hardin and other staff members. A quorum of the Lancaster County Council Infrastructure and Regulation Committee was present for the meeting.

The following press was notified of the meeting by e-mail or by fax in accordance with the Freedom of Information Act: Lancaster News, Kershaw News Era, The Rock Hill Herald, Fort Mill Times, Cable News 2, Channel 9 and the local Government Channel. The agenda was also posted in the lobby of the County Administration Building the required length of time and on the county website.

Approval of Agenda

MOTION to approve the agenda was made by Larry McCullough, SECONDED by Jack Estridge. Passed 3-0

Minutes of the April 14, 2015 meeting

MOTION was made by Larry McCullough to approve the minutes of the March 24, 2015 meeting. SECONDED by Jack Estridge. Passed 3-0

Chairman Comments

There were no Chairman comments

Citizen Comments

Gary Holland – Collins Road, Indian Land spoke regarding the proposed amendments to Ordinance 960.

Waylon Wilson – 15117 Legend Oaks Court, Indian Land, SC, spoke regarding the Covington Development Agreement and storm water management

DRAFT

LANCASTER COUNTY COUNCIL INFRASTRUCTURE AND REGULATION
COMMITTEE

May 12, 2015

PAGE 2

Discussion/Action

Proposed amendments to Ordinance 960

John Weaver discussed that this item has been brought before the Administration Committee who gave a favorable recommendation. Mr. Weaver handed out a draft Second Amendment to the Developers Agreement Collins Road Site and discussed the Development Agreement provides for the payment to the County by the Developer of \$1,000,000 the earlier of either July 1, 2018 or the time when the application is filed for a building permit for the first residential dwelling unit to be built in the development. The handout is attached as schedule A. The request for this change came from Mr. Hubie Tolson.

Mr. Tolson spoke regarding PDD 26, Ordinance 959, and the mistake that was made in 2008 and the attempt to correct it in 2012 resulted in the wrong version being recorded. Planning also approved a map that was contrary to Planning Rules which resulted in a law suit. Mr. Tolson also commented that they have worked with Mr. Holland and gave him the buffer that he requested. The cost regarding these errors have been great and he has requested that payment be made when the building permit is filed.

Jack Estridge asked what would happen in a scenario if it were ½ built out and then he sold the remaining lots. John Weaver replied that the payment would be due when the building permit is filed for or when it sales, it will be paid in full. Mr. Tolson stated that he would be glad to sign the necessary documents to reflect these changes.

Larry McCullough moved to deny the recommendation. Jack Estridge SECONDED. Passed 2-1. Larry Honeycutt opposed.

Airport Taxiway Lights

Steve Willis reported that this would be a change order relative to the taxiway lights regarding the Airport Taxiway grant. Mr. Willis also reported that the current plan calls for quartz lights to a few taxiway lights that were replaced during the runway rehabilitation project as a result of the FAA prohibiting the mixing of quartz and LED technologies within the system. Paul Moses, Airport Manager, recommended changing all of the lights to LED since it would potentially save money on reduced power usage and the reduced maintenance cost associated with replacing bulbs.

Steve Willis further reported that the best case scenario it could cost the county \$3,000, which is within the grant budget and the worst case is \$40,000 additional local dollars.

Larry McCullough moved to recommend approval. SECONDED by Jack Estridge. Passed 3-0.

DRAFT

Development Agreement by Covington/Sinacori Builders, LLC

Penelope Karagounis discussed that this is a Development Agreement by Sinacori Builders, LLC for the Covington Development located near the intersection Harrisburg Road and Barberville Road (adjoining the NC/SC state line). Ms. Karagounis noted that the Development Agreement was sent to Council and reviewed by staff. She also stated that the density requested by the applicant for this development agreement is 2 units per acre and the current allowable density for the R-15P zoning district is 1.5 units per acre. They are proposing to develop 328 lots with an R-15P cluster subdivision overlay district. There will be 136 single-family lots that are age-restricted and 192 traditional single-family lots. Penelope Karagounis handed out an updated Covington Exhibit G and attached as schedule B.

The Developer has agreed to give to Lancaster County either two acres or \$50,000 to fire and EMS for a facility. Councilman McCullough requested that if property is given that it be reviewed as to location and topography.

Attorney Ben Johnson reviewed the agreement with the Committee and stated that they had used the MI Homes Development Agreement as a guide. Mr. Johnson handed out information regarding the Historic Site text as schedule C.

Councilman McCullough explained that the committee has worked over the last year tweaking the process and some of the last development agreements are the ones that they use as a guide as well as the wording for some of these items.

Councilman McCullough also asked about the Historic Land and Ms. Karagounis replied that there would be no thread trail and that the Historic Site has been addressed on page 13 of the proposed development agreement.

Attorney Ben Johnson discussed that he believes item 4.07 is in violation of HUD regulations at 100% of age restricted residents. He stated that at 80% would not create a hardship. County Attorney John Weaver stated that the language would be in accordance with HUD Federal Law.

Councilman McCullough requested that Councilman Steve Harper review the Development Agreement since he was on the Development Agreement Committee prior to the formation of the new committee system formed this year and get his expertise.

An updated document will be created and brought back to the next I&R meeting. Also, Councilman Harper will be asked to review it for input.

DRAFT

Moratorium

County Attorney John Weaver discussed the proposed moratorium with the Committee as found in the agenda package.

Penelope Karagounis discussed the need for the moratorium and handed out a excel spreadsheet (attached as schedule D) that shows the number of approved lots that can be built upon that has come through the Planning Commission. She further stated that she could not get information from the Building Department as to the number of building permits. They could only give us information from 2013 until present.

Kara Drane of Catawba Regional Council of Governments, discussed the analysis by acres showing the abundance of land already zoned.

Councilman McCullough stated that the data in the spreadsheet is misleading in that the number of 18,424 is not correct. There are several properties listed that have already been built out.

Councilman Estridge discussed the need to put language in the moratorium that would except Economic Development projects. He stated that he would hate to see Lancaster County miss an opportunity for an Economic Development project to come into the County because of the moratorium.

MOTION was made by Larry McCullough that this be considered by the Planning Commission for their input SECONDED by Jack Estridge. Passed 2-1. Larry Honeycutt opposed.

Adjournment

There being no further business, the Committee adjourned.

Larry McCullough made a MOTION to adjourn. SECONDED by Jack Estridge. Passed 3-0.

Respectfully Submitted:

Approved by Committee Chair

Debbie C. Hardin
Clerk to Council

Larry Honeycutt, Committee Chair

DRAFT

Agenda Item Summary

Ordinance # / Resolution#:	I&R Committee
Contact Person / Sponsor:	Paul Moses/ Airport Commission
Department:	Airport
Date Requested to be on Agenda:	June 9, 2015

Issue for Consideration:

Design of large aircraft apron at Lancaster Airport/ McWhirter Field. Attached are the FAA grant documents and contract for services from the airport engineering firm.

Points to Consider:

This matter is coming from the Airport Commission. We are getting more and more larger aircraft using the field. When you have more than 2 larger jets on site at the same time, parking space becomes an issue.

The apron would be able to handle a large aircraft hangar if an entity desired to construct one.

This project, while necessary, doesn't rank high on the FAA priority list. This means we will likely have to bank our FAA federal allocation for several years to save enough money to pay for construction.

This will delay consideration of the terminal relocation project; however, staff and Council have questioned the feasibility of that project. Like this project, that will likely involve saving the FAA allocation for a number of years.

Funding and Liability Factors:

The total project is \$160,099. Of this amount \$144,089 is federal, \$8,005 is state, and \$8,005 would be the local match. This is design and advance engineering, such as environmental, stormwater design, etc. and not actual construction.

Council Options:

Approve or reject moving forward with the apron design project.

Staff Recommendation:

Approve moving forward.

Committee Recommendation:

To be determined.

Steve Willis

From: Ken Holt <kholt@holtconsultingco.com>
Sent: Friday, May 15, 2015 3:54 PM
To: Steve Willis
Cc: Paul Moses; Alan Weaver (aweaver@comporium.net); Dick Bonner (dbonner@comporium.net); Doug Barnes (doug@comporium.net); Ed Lee (edclee@comporium.net); George Flanders (gflan@comporium.net); Randy Collins (randy@collinsrealty.com); Jeffery D. Catoe
Subject: Re: FAA CONFERENCE CALL

Thanks so much Steve. I plan to forward an application for FAA funding and contract for design of the apron either this afternoon or Monday morning in hopes that they can be approved by Council during the next meeting, which I assume will be Tuesday after Memorial Day. Am I correct these require Council approval?

Thanks,

Ken

Sent from my iPhone

On May 15, 2015, at 3:44 PM, Steve Willis <swillis@lanastercountysc.net> wrote:

Sounds good to me Ken. That is why you bird men have to keep us "legs" on the straight and narrow course for this kind of stuff!
Have a good weekend,
Steve

From: Ken Holt [<mailto:kholt@holtconsultingco.com>]
Sent: Friday, May 15, 2015 3:38 PM
To: Steve Willis
Cc: Paul Moses; Alan Weaver (aweaver@comporium.net); Dick Bonner (dbonner@comporium.net); Doug Barnes (doug@comporium.net); Ed Lee (edclee@comporium.net); George Flanders (gflan@comporium.net); Randy Collins (randy@collinsrealty.com); Jeffery D. Catoe
Subject: RE: FAA CONFERENCE CALL

Steve,

Good points Steve. If I might weigh in, I believe that strengthening the existing ramp would be a project that would receive a similar low priority rating from the FAA. Also, space is a consideration, as occasionally there are two sometimes three jets on the ramp simultaneously. When this happens there is very limited parking space capacity. Finally, there has been recent expressed interest from jet owners for hangar space at Lancaster. The new apron will accommodate two large hangars, each capable of housing the large jets that currently utilize your airport. The location of these two hangars are situated so as not to be a penetration to future airspace; a hangar of this size adjacent to the existing ramp would penetrate future airspace. For these reasons, I would suggest holding our course.

Ken

Ken Holt (cell) 803.360.3123
<image001.png>

From: Steve Willis (<mailto:swillis@lanastercountysc.net>)
Sent: Friday, May 15, 2015 1:16 PM
To: Paul Moses
Cc: Alan Weaver (aweaver@comporium.net); Dick Bonner (dbonner@comporium.net); Doug Barnes (doug@comporium.net); Ed Lee (edclee@comporium.net); George Flanders (gflan@comporium.net); Randy Collins (randy@collinsrealty.com); Jeffery D. Catoe; Ken Holt
Subject: Re: FAA CONFERENCE CALL

Ken and Paul,

This is of course a topic for the next Airport Commission meeting and I may get with Jeff to see if the I&R Committee members may want to attend. There was no question that Council has strong reservations on the relocation of the terminal complex from a financial standpoint so I don't think delaying that for the ramp funding will be a concern for them.

From a personal standpoint, since the ramp won't rate highly with the FAA, would we hit the same problem with reworking the existing ramp? I know the FAA has always had concerns with increasing weight capacity unless you have heavy planes tearing up your Tarmac, which is not the way to plan for the future, but if that would rate higher for some reason should we reconsider that option?

Thanks,
Steve

Sent from my iPhone - Steve Willis

On May 15, 2015, at 07:55, Paul Moses <pmoses@lanastercountysc.net> wrote:

Airport Commissioners,

At the request of Anna Lynch, FAA Program Manager for Lancaster County Airport, I participated in a conference call yesterday to discuss the heavy aircraft parking apron. Participants in the call included Rob Rau, FAA Planner; Paul Werts, SC Aeronautics Commission (SCAC) Project Manager; and Ken Holt, Kevin Morris, and Ryan Hounshell of Holt Consulting Company. In summary the FAA and SCAC were second guessing the need for the project but we presented a compelling argument and ultimately the FAA and SCAC agreed to move forward with it and Anna indicated she would begin programming the funding for the design this year. However, she made it very clear that funding of the construction would not occur this year and that since this type of project would not compete well for Discretionary Funding, utilizing the FAA's project priority program, that the Airport should plan on banking Entitlement Funding for three years to accumulate \$450,000 and then compete for State Apportionment Funding for the remainder of the construction costs. We did not take a position on this, as we were successful in obtaining our initial goal; funding for the design. Our strategy is to complete the design, continue populating the spreadsheet I created, which tracks jet activity at the Airport, accumulate approximately a year's worth of this information, and then begin lobbying SCAC for State Apportionment Funding (FYI - State Apportionment Funding is FAA money given to SCAC to fund projects they consider important) and the FAA for end-of-the-year fallout money to construct the project.

Paul

Paul T. Moses, Sr.
Lancaster County Airport
Airport Manager
286 Aviation Boulevard
Lancaster, SC 29720
CFII
803-285-1513 Office
803-283-4787 Fax
www.mylancastersc.org

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APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION:		2. DATE SUBMITTED	Applicant Identifier
Application	Preapplication	3. DATE RECEIVED BY STATE	State Application Identifier
<input type="checkbox"/> Construction	<input type="checkbox"/> Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
<input checked="" type="checkbox"/> Non-Construction	<input type="checkbox"/> Non-Construction	FAA A.I.P. No. 3-45-0034-0xx-2015	
5. APPLICANT INFORMATION			
Legal Name:		Organizational Unit:	
LANCASTER COUNTY, SOUTH CAROLINA		LANCASTER COUNTY, SOUTH CAROLINA	
Organizational DUNS:		Department:	
086866944		LANCASTER COUNTY AIRPORT	
Address:		Name and telephone number of the person to be contacted on matters involving this application (give area code)	
Street:		Prefix: MR. First Name: PAUL	
101 NORTH MAIN STREET		Middle Name: T.	
City: LANCASTER		Last Name: MOSES	
County: LANCASTER		Suffix:	
State: SC Zip Code: 29720		Email: pmoses@lanastercountysc.net	
Country: UNITED STATES		Phone Number (give area code)	
6. EMPLOYER IDENTIFICATION NUMBER (EIN):		Fax Number (give area code)	
57 - 6000370		803-285-1513 803-283-4787	
8. TYPE OF APPLICATION:		7. TYPE OF APPLICANT: (See back of form for Application Types)	
<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		B (COUNTY)	
If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.)		Other (specify)	
<input type="checkbox"/> <input type="checkbox"/>		9. NAME OF FEDERAL AGENCY:	
Other (specify)		FEDERAL AVIATION ADMINISTRATION	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:	
TITLE (Name of Program):		AIRCRAFT PARKING APRON EXPANSION	
20 - 106		(DESIGN & PERMITTING)	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):			
TOWN OF LANCASTER, SOUTH CAROLINA			
LANCASTER COUNTY, SOUTH CAROLINA			
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date: June-15 Ending Date: June-16		a. Applicant FIFTH b. Project FIFTH	
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$144,089	a. Yes. <input checked="" type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON	
b. Applicant	\$8,005	DATE: December 31, 2014	
c. State	\$8,005	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372	
d. Local		<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
e. Other		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
f. Program Income		<input type="checkbox"/> Yes. If "Yes" attach an explanation. <input checked="" type="checkbox"/> No	
g. TOTAL	\$160,099		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Authorized Representative			
Prefix MR. First Name STEVE		Middle Name	
Last Name WILLIS		Suffix	
b. Title: COUNTY ADMINISTRATOR		c. Telephone Number (give area code) 803-416-9300	
d. Signature of Authorized Representative		e. Date Signed	

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Standard Form 424 (Rev. 9-2003)
Prescribed by OMB Circular A-102

PART III - BUDGET INFORMATION - CONSTRUCTION**SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No. **20-106**
 2. Functional or Other Breakout **Airport Improvement Program**

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense			\$2,200
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			\$95,804
5. Other architectural engineering fees			\$62,095
6. Project inspection fees			\$0
7. Land development			
8. Relocation expenses			
9. Relocation payments to Individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			\$0
12. Equipment			
13. Miscellaneous			
14. Total (Line 1 through 13)			\$160,099
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$160,099
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$160,099
20. Federal Share requested of Line 19			\$144,089
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			\$144,089
23. Grantee share			\$8,005
24. Other shares			\$8,005
25. Total project (Lines 22, 23 & 24)			\$160,099

SECTION C - EXCLUSIONS

26. Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g.	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**27. Grantee Share**

a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	\$8,005
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL -Grantee Share	\$8,005
28. Other Shares	
a. State	\$8,005
b. Other	
c. Total Other Shares	\$8,005
29. TOTAL	\$16,010

SECTION E - REMARKS**PART IV PROGRAM NARRATIVE (ATTACH - SEE INSTRUCTIONS)**

LINE ITEM BREAKDOWN
SECTION B - CALCULATION OF FEDERAL GRANT
LANCASTER COUNTY AIRPORT
FAA A.I.P. 3-45-0034-0xx-2015

	AIRCRAFT PARKING APRON EXPANSION (DESIGN & PERMITTING)
<u>Line Item 1 - Administration Expenses</u>	
Lancaster County Administration Expenses (estimated)	\$1,000
SCDHEC Permit Fees (estimated)	\$1,200
	\$2,200
<u>Line Item 4 - A/E Basic Fees</u>	
Schematic Design Services	\$40,003
Final Design Services	\$55,801
	\$95,804
<u>Line Item 5 - Other A/E Fees</u>	
Grant Services	\$4,745
Project Formulation	\$7,991
SCDHEC Permit Preparation	\$10,784
Documented Categorical Exclusion Preparation	\$16,500
Wetland/Stream Delineation and Flagging	\$4,400
DBE Annual Reporting	\$3,155
Pre-Design Survey	\$7,700
Pre-Design Geotechnical Investigation	\$6,820
	\$62,095
<u>Line Item 6 - Project Inspection Fees</u>	
None	\$0
	\$0
<u>Line Item 11 - Construction</u>	
None	\$0
	\$0
	\$0
TOTAL PROJECT	\$160,099
FAA ELIGIBLE	\$160,099
FAA SHARE (90%)	\$144,089
STATE SHARE	\$8,005
LOCAL SHARE	\$8,005

PART IV

PROGRAM NARRATIVE

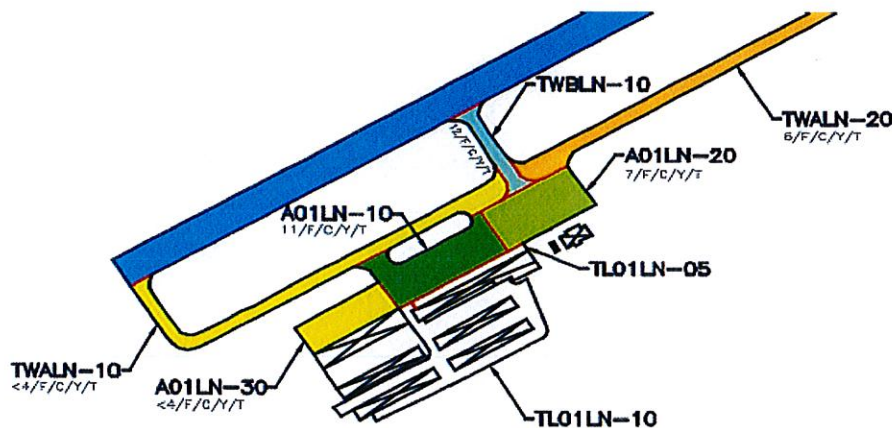
LANCASTER COUNTY AIRPORT

FAA A.I.P. No. 3-45-0034-0xx-2015

The Airport is west of the City of Lancaster and located just north of the intersection of S.C. Route 9 and the Catawba River. The Airport serves general aviation traffic. Currently, the Airport consists of one runway, (Runway 6-24) 5,904' in length, a parallel taxiway (Taxiway "A"), and an aircraft parking apron.

AIRCRAFT PARKING APRON EXPANSION (DESIGN & PERMIT)

The current aircraft parking apron at Lancaster County Airport has a PCN value ranging from 7 to 11 (from SCAC Pavement Study). Runway 6-24 has a PCN of 15 resulting from the concrete overlay completed a few years ago. With this pavement strength and a length of 6000 feet the runway allows Lancaster County Airport to serve heavier general aviation aircraft such as the Falcon 50, Falcon 900, Falcon 2000, Citation X and Challenger CL-604. The parallel taxiway system will receive an overlay in the summer of 2015 as part of FAA Grant 3-45-0034-017-2014 that will increase the PCN of the taxiway to be relatively close to that of the runway. The existing parking apron, however, will still have a lower PCN value which will either limit usage by these larger aircraft or will result in damage and shortened pavement life. Strengthening of the apron would be expensive, since much of the work would require reconstruction due to grade restraints at hangar doors and tie points. Therefore this preapplication proposes to design a new apron expansion north of the terminal apron for use by the larger, heavier aircraft and limit the usage of the existing apron to lighter aircraft with ACN values at or below the PCN values for the existing pavements. The geometry and pavement design for the new apron will be designed to accommodate Airplane Design Group II (ADG-II) and fillets designed for Taxiway Design Group 2 (TDG-2) aircraft. The apron expansion will be approximately 220' wide x 240' long (Base Bid) and 220' wide x 400' long (Base Bid and Additive Bid) to allow parking and maneuvering of several larger aircraft at a time. This preapplication would cover the pre-design testing and surveying, preparation of documented categorical exclusion checklist, design and land disturbance permitting required for the project. Bidding and Construction would be covered by a future grant.



EXISTING APRON PAVEMENTS PCN VALUES



LANCASTER COUNTY
AIRPORT
LANCASTER, SOUTH CAROLINA

HOLT
CONSULTING COMPANY, LLC

Designer:
K. MORRIS
Technician:
K. MORRIS
Checked by:
K. HOLT
Holt Project Number:
LPL GENERAL

REVISIONS

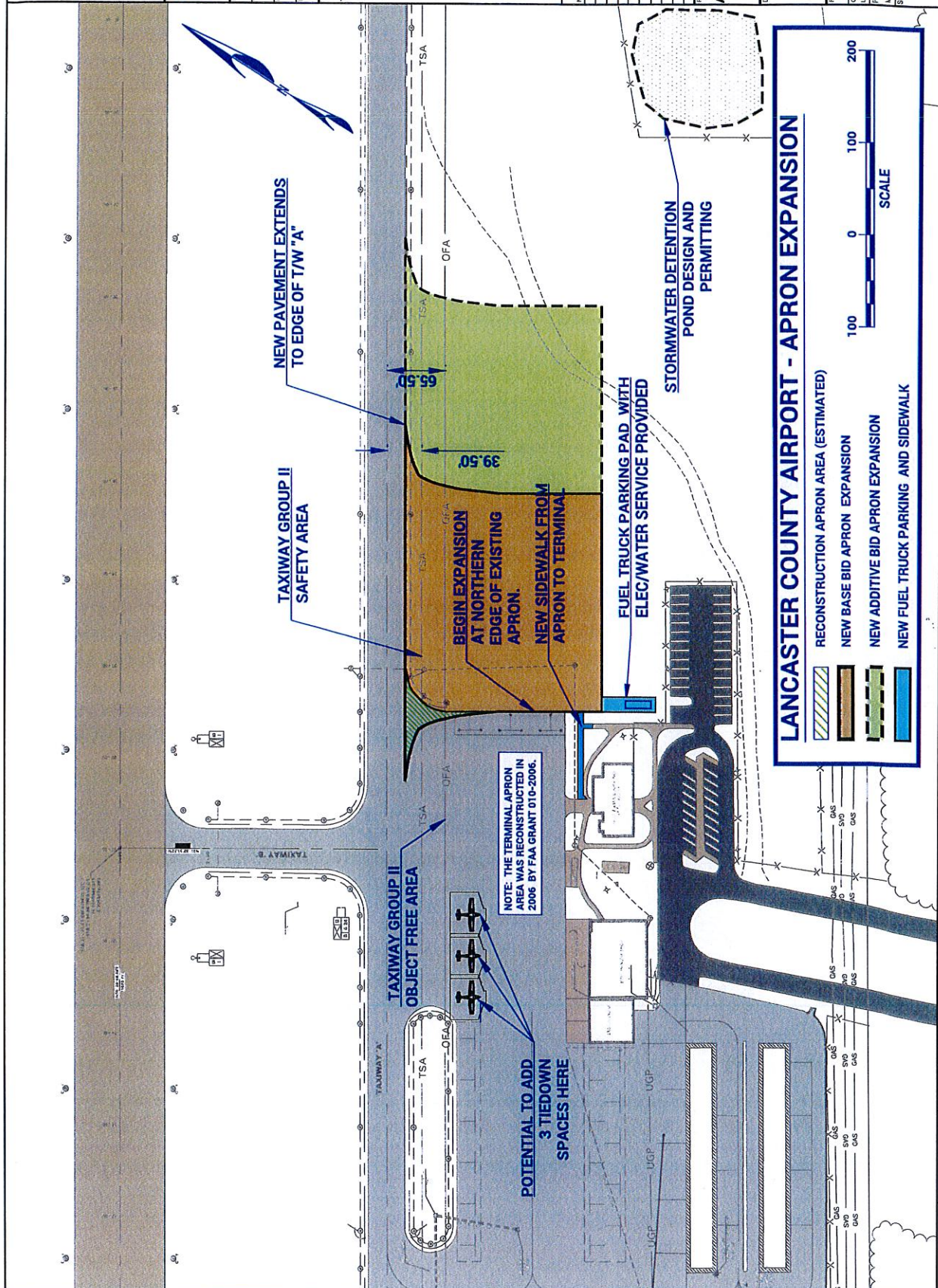
No.	Description	Date	By

Project Name:
**AIRCRAFT APRON EXPANSION
(DESIGN)**

Drawing Name:
**FAA APPLICATION
REQUEST FOR AID
SKETCH**

FAA AIP Project Number:
3-45-0000-000-2015
Office:
COLUMBIA, SC
Contract Number:
C-15-0000-000-2015
Project Name:
LANCASTER COUNTY AIRPORT
Drawing Number:
SK-1

AS SHOWN
Scale:
1" = 100'-0"
Sheet 1 of 1



**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS**

Lancaster County, SC

(Sponsor)

Lancaster County Airport (LKR)

(Airport)

3-45-0034-018-2015

(Project Number)

Description of Work:

AIRCRAFT PARKING APRON EXPANSION (DESIGN AND PERMITTING)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not or will not be used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Lancaster County, SC

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Steve Willis

(Typed Name of Sponsor's Designated Official Representative)

Lancaster County Administrator

(Typed Title of Sponsor's Designated Official Representative)

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
PROJECT PLANS AND SPECIFICATIONS

Lancaster County, SC
(Sponsor)

Lancaster County Airport (LKR)
(Airport)

3-45-0034-018-2015
(Project Number)

Description of Work:

AIRCRAFT PARKING APRON EXPANSION (DESIGN AND PERMITTING)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	<input type="checkbox"/>	<input checked="" type="checkbox"/> *	<input type="checkbox"/>
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*** ALP will be updated as part of the design grant to show the apron expansion limits.**

- | | Yes | No | N/A |
|--|-------------------------------------|--------------------------|--------------------------|
| 8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Lancaster County, SC

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Steve Willis

(Typed Name of Sponsor's Designated Official Representative)

Lancaster County Administrator

(Typed Title of Sponsor's Designated Official Representative)

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
DRUG-FREE WORKPLACE**

Lancaster County, SC

(Sponsor)

Lancaster County Airport (LKR)

(Airport)

3-45-0034-018-2015

(Project Number)

Description of Work:

AIRCRAFT PARKING APRON EXPANSION (DESIGN AND PERMITTING)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Abide by the terms of the statement; and			

	Yes	No	N/A
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

Lancaster County, SC

(Name of Sponsor)

Steve Willis
(Signature of Sponsor's Designated Official Representative)

Lancaster County Administrator

(Typed Name of Sponsor's Designated Official Representative)

Lancaster County Administrator

(Typed Title of Sponsor's Designated Official Representative)

(Date)

LANCASTER COUNTY AIRPORT COMMISSION

Work Authorization for Professional Services

SC1201-05

(Project Identification No.)

Five (5)

(Work Authorization No.)

It is agreed to undertake the following work in accordance with the provisions of our Prime Agreement for Professional Services dated February 10, 2014.

Description of Assignment:

The Lancaster County Airport intends to construct a new asphalt apron expansion capable of supporting heavier General Aviation (GA) aircraft such as the Falcon 50, Falcon 900, Citation X, and Challenger CL-604 as detailed in the attached Scope of Services.

Period of Services:

Holt Consulting will provide design services in accordance with the attached Scope of Work, to be completed within 180 days from the Notice to Proceed.

Basis of Compensation:

The OWNER shall compensate the CONSULTANT for the Basic and Special Services, described herein, on a lump sum basis in the following amount: \$157,899.00, as shown in Attachment B, Fee Breakdown.

Agreed as to the scope of services, period of services, and budget*:

**LANCASTER COUNTY
AIRPORT COMMISSION**

HOLT CONSULTING COMPANY, LLC

BY: _____

BY: _____

DATE: _____

DATE: _____

*Budget will not be exceeded without a Supplemental Work Authorization.

Attachments: Attachment A – Scope of Work
Attachment B – Fee Breakdown
Attachment C – Scope of Work Sketch

Attachment A

Lancaster County Airport Aircraft Apron Expansion

Scope of Services – Task Order No. 5

Project Description

The Lancaster County Airport intends to construct a new asphalt apron expansion capable of supporting heavier General Aviation (GA) aircraft such as the Falcon 50, Falcon 900, Falcon 2000, Citation X, and Challenger CL-604.

In 2012, through a statewide pavement study conducted by the South Carolina Aeronautics Commission (SCAC), it was determined that the pavement strength and condition of the airfield pavement was not sufficient for supporting the heavier aircraft that regularly use the airport. A concrete overlay was completed a few years ago to rehabilitate the Runway 6-24 pavement, and a rehabilitation project for the parallel Taxiway A will be constructed this year. The existing aircraft apron is comprised of two main pavement sections, both with a low Pavement Condition Number (PCN) that would limit the usage by larger aircraft. Strengthening the entire apron would be costly, would require pavement reconstruction due to grade restraints at the hangar doors and tie in locations and ultimately would not increase apron parking area. Therefore, a new apron expansion located just north of the aircraft terminal would accommodate heavier GA aircraft parking. The existing apron will still be able to be utilized by lighter GA aircraft with lower Aircraft Pavement Numbers (ACN) that will not damage the pavement. The geometry and pavement design for the new apron will be designed to accommodate Airplane Design Group II (ADG-II) and fillets designed for Taxiway Design Group 2 (TDG-2) aircraft. The apron expansion will be approximately 220' wide x 240' long (Base Bid) and 220' wide x 400' long (Base Bid and Additive Bid) to allow parking and maneuvering of several large aircraft at a time (***Refer to attached sketch ATT-C***).

Below are a few additional items that will be taken into consideration during design:

- The apron will be graded to allow for the potential of future hangar and landside development
- Stormwater design and management will take into account future impervious areas.
- The project will be designed with a Base Bid apron expansion and an Additive Bid apron expansion as directed by the FAA and as shown on the attached sketch ATT-C.

The project will include the following Civil Engineering Services:

General

- Project Management
- Client Meetings and Correspondence
- Site Investigation
- Quality Control

Design

Attachment A

- Soil Evaluation
- Proposed Apron Layout, Fuel Truck parking pad and concrete sidewalk to Terminal
- Construction Phasing
- Demolition
- Pavement Design
- Staking Layout (Horizontal and Vertical Geometry)
- Grading and Drainage Design
- Sediment and Erosion Control
- Marking Layout
- Water service and Electrical Service for Fuel Truck parking pad

Documentation

- Drawings
- Project Manual and Specifications
- Engineer's Cost Estimate
- Quantity Calculations
- Engineer's Report

This scope does not include:

- Hangar Design
- Landside and Parking Design
- Utility Design (beyond the water and electrical services for the fuel truck parking pad)
- Bidding Phase Services
- Construction Phase Services

Geotechnical and Survey

- A Geotechnical Investigation will be performed to include borings using Standard Penetration Test (SPT) and collection of soil samples to provide information on surrounding soil properties. The samples will be used to determine the soil classifications and complete California Bearing Ratio (CBR) tests necessary for pavement design.
- A Topographic Survey will be performed in a uniform grid along the proposed apron and edges of taxiway pavement to establish pavement tie-in elevations. The survey will also include the location of lights/electrical, markings, and drainage features within the project limits.

Permitting

Permitting services include meeting with the permitting agencies, application preparation and submission, preparation of exhibits, and addressing comments. The following permits and approvals will be obtained:

- FAA Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) – Form 7460
- Stormwater and Erosion Control – South Carolina Department of Health and Environmental Control

Environmental

Attachment A

Environmental services will include tasks necessary for submitting a Categorical Exclusion (CatEx) to the FAA. Below are the tasks that will be included:

- Wetland Delineation Services
 - Jurisdictional stream and wetland delineation within the project area in accordance with the standards currently employed by the United States Army Corps of Engineers (USACE).
- Jurisdictional Determination (JD) Package
 - Aquatic feature boundaries and appropriate documentation will be submitted to the USACE so that an Approximate Jurisdictional Determination can be issued for the site.
- Preparation and Coordination of the CatEx
 - Data Collection
 - Alternative Analysis
 - Agency Coordination
 - Document Preparation for submission to the FAA

The CatEx is a necessary component to meet the FAA grant requirements.

Permit Fees

All permit fees associated with permitting items listed above will be paid by the Airport.

Other Provisions

- The Airport will provide Holt Consulting and the sub-consultants access to the site and all available information pertinent to this project. This includes access to as-built drawings, and documents on existing conditions within the project limits.
- The Airport may negotiate additional contract(s) with Holt Consulting for services beyond the scope of this project.

Deliverables

The following items will be provided to the Airport throughout the project.

- CatEx and Environmental Documentation
- Project Kick-Off Meeting Notes
- Signed and Sealed Survey and Geotechnical Investigation
- Schematic Design (30%) Submittal (Plans, Engineer's Report, and Cost Estimate)
- Schematic Design Meeting Minutes
- Final Design (95% and 100%) Submittals (Plans, Specifications, Engineer's Report, and Cost Estimate)
- Final Design Meeting Minutes
- FAA 7460 Submittal
- Approved DHEC Permit

Bidding

Attachment A

Since funding for the construction of the apron is a couple of years away, bidding phase services are not included in this assignment. Bidding Phase services will be included in a future work authorization when funding for the construction is imminent.

Schedule

Estimated Notice-To-Proceed Date: Fall, 2015

The total duration for design is 180 days.

**ATTACHMENT B
FEE BREAKDOWN
LANCASTER COUNTY AIRPORT COMMISSION
LANCASTER COUNTY AIRPORT
AIRCRAFT APRON EXPANSION
DESIGN AND PERMITTING
TASK ORDER NO. 5**

TASK	COST
Basic Services	
Schematic Design	\$40,003.00
Final Design	\$55,801.00
Special Services	
Grant Services	\$4,745.00
Project Formulation	\$7,991.00
Categorical Excl. & Wetland Delineation	\$20,900.00
Predesign Field Survey	\$7,700.00
Predesign Geotechnical	\$6,820.00
DBE Annual Reporting	\$3,155.00
Stormwater Permitting	\$10,784.00
Total Task Order No. 5 Amount	<u>\$157,899.00</u>

Note: A total of \$24,200.00 of Task Order No. 5 is for Certified DBE subconsultants, resulting in a 15.33% DBE percentage.

ATTACHMENT B
FEE BREAKDOWN
FOR
LANCASTER COUNTY AIRPORT COMMISSION
LANCASTER COUNTY AIRPORT

TASK ORDER NO. 5
AIRCRAFT APRON EXPANSION

BASIC SERVICES

CLASSIFICATION	SCHEMATIC DESIGN (30%) PHASE SERVICES		FINAL DESIGN (100%) PHASE SERVICES		BIDDING PHASE SERVICES		TOTAL
	HOURS		HOURS				HOURS
Principal	3		9		0		12
Project Manager	27		31		0		58
Sr. Engineer	37		63		0		100
Engineer	75		105		0		180
Designer	35		32		0		67
CADD Technician	92		83		0		175
Technical Assistant	16		49		0		65
TOTAL HOURS	285		372		0		657
TOTAL COST	\$33,588.00		\$44,851.00		\$0.00		\$78,439.00
DIRECT COSTS							
Reproduction	\$250.00		\$1,250.00		\$0.00		\$1,500.00
Postage	\$75.00		\$175.00		\$0.00		\$250.00
Communications	\$50.00		\$75.00		\$0.00		\$125.00
Travel	\$100.00		\$100.00		\$0.00		\$200.00
Per Diem	\$0.00		\$0.00		\$0.00		\$0.00
Sub-Consultants							
Stormwater and Erosion Control Design (Aulick)	\$2,400.00		\$4,000.00		\$0.00		\$6,400.00
Electrical and Lighting Design (Ohmega)	\$3,000.00		\$4,500.00		\$0.00		\$7,500.00
Admin Cost (10%)	\$540.00		\$850.00		\$0.00		\$1,390.00
TOTAL DIRECT COSTS	\$6,415.00		\$10,950.00		\$0.00		\$17,365.00
TOTAL COSTS	\$40,003.00		\$55,801.00		\$0.00		\$95,804.00

ATTACHMENT B
FEE BREAKDOWN
FOR
LANCASTER COUNTY AIRPORT COMMISSION
LANCASTER COUNTY AIRPORT

TASK ORDER NO. 5

AIRCRAFT APRON EXPANSION

SPECIAL SERVICES

CLASSIFICATION	GRANT PHASE SERVICES		PROJECT FORMULATION		WETLAND AND ENVIRONMENTAL SERVICES		SURVEY SERVICES		GEOTECHNICAL SERVICES		DBE ANNUAL REPORTING		STORMWATER PERMITTING SERVICES		TOTAL
	HOURS		HOURS		HOURS		HOURS		HOURS		HOURS		HOURS		
Principal	0		12		0		0		0		0		0		12
Project Manager	4		18		0		0		0		0		4		26
Sr. Engineer	9		0		0		0		0		0		3		12
Engineer	13		16		0		0		0		0		5		34
Designer	0		0		0		0		0		0		0		0
CADD Technician	0		0		0		0		0		0		0		0
Technical Assistant	13		0		0		0		0		0		0		13
TOTAL HOURS	39		46		0		0		0		0		12		97
TOTAL COST	\$4,695.00		\$7,866.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,834.00		\$14,395.00
DIRECT COSTS															
Reproduction	\$25.00		\$50.00		\$0.00		\$0.00		\$0.00		\$0.00		\$500.00		\$625.00
Postage	\$25.00		\$0.00		\$0.00		\$0.00		\$0.00		\$25.00		\$100.00		\$150.00
Communications	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$50.00		\$50.00
Travel	\$0.00		\$75.00		\$0.00		\$0.00		\$0.00		\$0.00		\$50.00		\$125.00
Per Diem	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Sub-Consultants															
DBE Services (Weeden)	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$2,800.00		\$0.00		\$2,800.00
Stormwater and Erosion Control Design (Aulick)	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$7,500.00		\$7,500.00
Survey and Data Collection (Iseley Surveying)	\$0.00		\$0.00		\$0.00		\$7,000.00		\$0.00		\$0.00		\$0.00		\$7,000.00
Geotechnical Services (F&R)	\$0.00		\$0.00		\$0.00		\$0.00		\$6,200.00		\$0.00		\$0.00		\$6,200.00
Wetland Delineation and Environmental Services (Tidewater)	\$0.00		\$0.00		\$19,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$19,000.00
Electrical and Lighting Design (Omega)	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Admin Cost (10%)	\$0.00		\$0.00		\$1,900.00		\$700.00		\$620.00		\$280.00		\$750.00		\$4,250.00
TOTAL DIRECT COSTS	\$50.00		\$125.00		\$20,900.00		\$7,700.00		\$6,820.00		\$3,155.00		\$8,950.00		\$47,700.00
TOTAL COSTS	\$4,745.00		\$7,991.00		\$20,900.00		\$7,700.00		\$6,820.00		\$3,155.00		\$10,784.00		\$62,095.00



LANCASTER COUNTY
AIRPORT
LANCASTER, SOUTH CAROLINA

HOLI
CONSULTING COMPANY, LLC

Designer
K. MORRIS
Technician
K. MORRIS
Checked by
K. HOLY
HCF Project Number
LPL-GENERAL

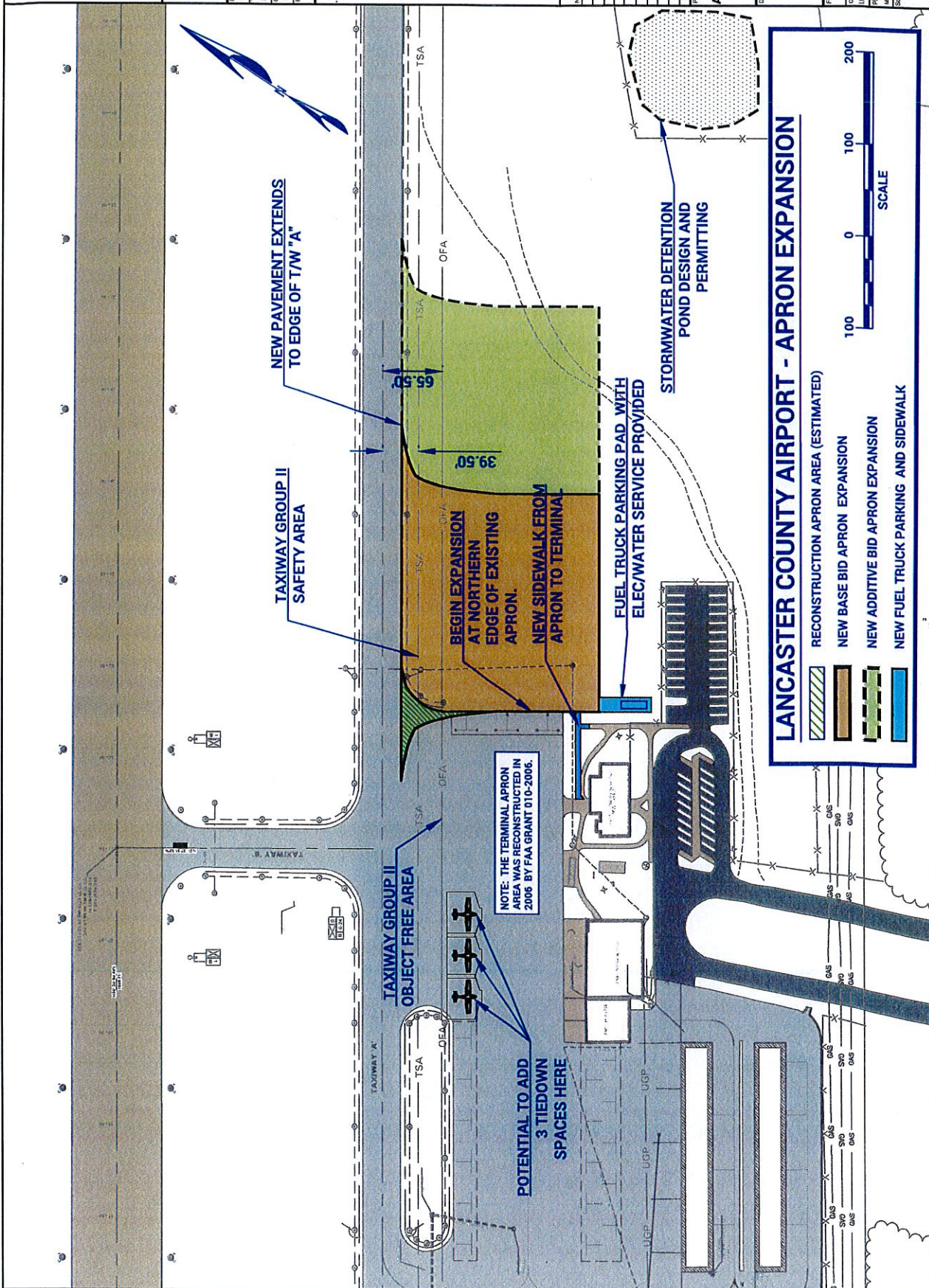
REVISIONS		
No.	Description	Date

Project Name
**AIRCRAFT APRON EXPANSION
(DESIGN)**

Drawing Name
**ATTACHMENT "C"
SCOPE OF WORK
SKETCH**

FAA ALP Project Number
3-48-004-00-2015
CDD File
USAPR004-00-ATTACHMENT C.dwg
Contractor Issue Date
May 26, 2015 - 11:30am by Admin

Drawing Number
ATT-C
AS SHOWN
Scale
Sheet 1 of 1



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STATE OF SOUTH CAROLINA)	DEVELOPMENT AGREEMENT
)	
COUNTY OF LANCASTER)	COVINGTON DEVELOPMENT

This **DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the 13th day of ~~May~~July, 2015 (“Agreement Date”), by and among **SINACORI BUILDERS, LLC** (“Developer”), a North Carolina limited liability company, and the **COUNTY OF LANCASTER** (the “County”), a body politic and corporate, a political subdivision of the State of South Carolina.

R E C I T A L S

WHEREAS, Developer has obtained the right to acquire certain real property consisting of approximately 165 acres, more or less, located in the County and known as the Covington development.

WHEREAS, Developer has submitted an application to the County requesting that the Covington development property be rezoned to R-15P, Moderate Density Residential / Agriculture Panhandle District, with a Cluster Subdivision Overlay District.

WHEREAS, Developer and County have determined that it is in the best interests of the County and Developer to enter into this Agreement to set forth the terms and conditions of the development in order to more fully protect the Developer’s development rights, thereby

providing certainty and predictability to the Developer of those rights and providing certainty and predictability to the County on the scope and terms of the development.

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

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

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the “Act”) and the Development Agreement Ordinance for Lancaster County, South Carolina (“Ordinance No. 663”), the parties to this Agreement, intending to be legally bound to a development agreement in accordance with the Act and Ordinance No. 663, agree as follows:

ARTICLE I

GENERAL

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

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

(1) “Act” means the South Carolina Local Government Development Agreement Act, codified as Sections §§ 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended.

(2) “Agreement” means this Development Agreement.

(2A) “Agreement Date” means the date of this Agreement as set forth above.

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

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

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

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

(7) Reserved.

(8) “Laws and Land Development Regulations” means the County’s applicable rules and regulations governing development of real property as set forth on Exhibit E hereto. A copy of the Laws and Land Development Regulations, as of the Agreement Date, is on file in the office of County Planning Department.

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

(10) “Ordinance No. 2015-____” means Ordinance No. 2015-____ of the County zoning the Property R-15P, Moderate Density Residential / Agriculture Panhandle District, with a Cluster Subdivision Overlay District.

(11) “Ordinance No. 2015-____” means Ordinance No. 2015-____ of the County approving this Agreement.

(12) “Parties” means County and Developer.

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

~~(14) Reserved.~~

(14) “Sinacori Related Entity” means (i) an entity that is owned or controlled by Developer, or is owned or controlled by any entity that owns at least a fifty percent (50%) membership interest in Developer; and (ii) any entity that is the successor in interest to Developer via merger or operation of law.

(15) “UDO” means Ordinance No. 309, as amended, as of the Agreement Date and which is cited as the Unified Development Ordinance of Lancaster County. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. ~~The UDO also includes Ordinance No. 2014-1314, relating to final plats and installation of improvements.~~ A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.

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

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

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

Section 1.05. Zoning. The Property is zoned R-15P, Moderate Density Residential / Agriculture Panhandle District, with a Cluster Subdivision Overlay District, pursuant to Ordinance No. 2015-____.

Section 1.06. Permitted Uses. (A) The UDO provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the standards contained in the UDO apply.

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

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

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Developer is able to demonstrate and establish that there is good cause to modify those dates. “Good cause” includes, but is not limited to, changes in market conditions.

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

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

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

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

(C) Developer acknowledges and agrees that it (i) is responsible for the development of the Property when Developer acquires title to or development rights for the Property, and (ii) will develop the Property in accordance with the terms and conditions of this Agreement. It is the express intention of the Parties that the obligations of this Agreement are intended to run with the Property. If the Property is sold, either in whole or in part, and the Developer's obligations are transferred to a purchaser or successor in title to the Property as provided herein and in Section 3.05 below, Developer shall be relieved of any further liability for the performance of Developer's obligations as provided in this Agreement as it relates to the portion of the Property sold if the Developer is then current with its obligations pursuant to this Agreement.

Section 1.10. Term. The term of this Agreement commences on the Agreement Date and terminates five (5) years thereafter.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 2015-____ in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2015-____ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer. (A) Developer represents that the number of acres of highland contained in the Property is twenty-five (25) or more, the same being approximately one hundred and forty (140) or more acres.

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property and that, following acquisition, Developer shall be the only legal and equitable owner of the Property.

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop. (A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2015-____ and the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

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

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

(F) For purposes of Subsection (D) of this Section 3.01 and Section 3.03(A)(3), the Laws and Land Development Regulations are anticipated to be amended subsequent to the Agreement Date to provide for requirements and standards applicable to storm water runoff conveyance systems and drainage improvements. The anticipated amendments are expected to include, but not be limited to, minimum standards for the design and sizing of storm drainage piping systems and access easements. These amendments to the Laws and Land Development Regulations will apply to the Property.

Section 3.01A. Connectivity; Sidewalks. (A) Notwithstanding the provisions of Sections 2.1.5.6(i), 13.7.10.3 and 13.7.9.1 of the UDO, all relating to connectivity, links and nodes, Developer and County agree that the Developer is not required to provide a stubbed out street for any adjacent undeveloped parcel or a parcel used for a single family home that contains a minimum of five (5) acres, except that a stubbed out street shall be provided to that parcel identified as Tax Map No's. 0003-00-042.00, 0003-00-040.11, and 0005-00-002.00. Further, due to inherent constraints associated with the Property, including, without limitation, topographic and environmental constraints, Developer and County agree that the subdivision shall have a connectivity index of not less than 1.0.

(B) Developer agrees to include sidewalks on Harrisburg Road, Barberville Road and within the development. The purpose for including sidewalks is to promote the walkability of the development.

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as Sections 6-29-1510 to -1560, Code of Laws of South Carolina 1976, as amended, or the provisions of Ordinance No. 673, the County's ordinance relating to the Vested Rights Act.

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

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

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

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

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

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

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

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

- (1) Development Review Committee process;
- (2) Preliminary plan approval;
- (3) Final plat approval;
- (4) Zoning permits;
- (5) Building permits; and
- (6) Sign permits.

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

Section 3.05. Transfer of Development Rights. Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units subject to the transfer. If the acquiring Developer is an entity, then, at the request of the County, the acquiring Developer shall provide the County the opportunity to view a listing of the names and addresses of the entity's officers and owners. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. This provision does not apply to the purchaser or other successor in title to the Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.01A. School Payments. Developer agrees to pay to the County for the benefit of the Lancaster County School District ~~Five Hundred and No/100 dollars (\$500.00) for each lot created from the Property for residential dwelling units (the "School Payment"). Except as otherwise provided in this section, from the Agreement Date until the end of the fifty-seventh (57th) month of the Agreement, the School Payment is due and payable at the same time that the County building permit fees for the lot are due and payable. Payment of the School Payment is a condition for the issuance of a building permit. For the period after the fifty-seventh (57th) month, Developer agrees to pay County by the end of the fifty-eighth (58th) month for the benefit of the Lancaster County School District an amount equal to Five Hundred and No/100 dollars (\$500.00) times the number of lots for which a building permit has not been issued. If the Developer sells a portion of the Covington development, whether subdivided or not, the Developer shall pay not later than closing on the sale an amount equal to Five Hundred and No/100 dollars (\$500.00) times the number of lots associated with the~~ One Hundred Sixty-Five

Thousand and No/100 dollars (\$165,000.00) the earlier of either June 30, 2016 or the closing on the sale of any portion of the Covington development that is sold. The School Payment is separate and distinct from any fees or amounts payable to the County for a building permit. Monies received from the School Payment shall be remitted by the County to the Lancaster County School District by the end of the month following the month in which the School Payment is received by the County to an individual or entity other than a Sinacori Related Entity (the "School Payment"). Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment. As used in this section, "Developer" means Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns but does include a Sinacori Related Entity that holds title to the Property.

Section 4.01B. Fire and EMS Station. Developer agrees to donate to County, by the time of final plat approval for the first phase of the Covington development, either approximately two (2) acres of land to be identified by mutual agreement of the parties on Exhibit F (the "Substation Property"), attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety or Fifty Thousand and no/100 dollars (\$50,000.00). If the Developer chooses to donate the Substation Property and the County agrees to accept the donation of the Substation Property, then Developer will convey fee simple title to the Substation Property to County by general warranty deed. The deed will include appropriate restrictions on the Substation Property to ensure that the Substation Property will continue to be used for either fire and/or public safety related uses, or both uses, for at least ten (10) years from the date of transfer. Title to the Substation Property shall be insurable. Developer is responsible for the costs and expenses of transferring title to the Substation Property, except County is responsible for any title insurance premiums if County chooses to purchase title insurance. If the Developer chooses not to donate the Substation Property or the County chooses not to accept the donation of the Substation Property, then Developer agrees to donate Fifty Thousand and no/100 dollars (\$50,000.00), then to the monies shall County to be used by the County for acquisition of a site for a station for the Pleasant Valley Fire Protection District or for capital improvements for the Pleasant Valley Fire Protection District.

Section 4.01C. Funds for Public Safety. Developer agrees to pay County ~~Two Hundred Fifty Thousand and no/100 dollars (\$250,000.00) by July 1, 2016 to be used for public safety purposes~~ Three Hundred Thirty Thousand and No/100 dollars (\$330,000.00) the earlier of either June 30, 2016, or the closing on the sale of any portion of the Covington development to an individual or entity other than a Sinacori Related Entity (the "Public Safety Payment"). ~~The Public Safety Payment shall be reduced if the total number of lots approved in the preliminary plan for the entire Covington development is less than three hundred thirty (330). The reduction of the Public Safety Payment shall be an amount equal to Seven Hundred Fifty Eight dollars and no/100 (\$758.00) times the difference between three hundred thirty (330) and the number of lots approved in the preliminary plan for the entire Covington development. For example, if the total number of lots approved in the preliminary plan is 288, then the Public Safety Payment will be reduced by the difference between 330 and 288, or 42, times \$758.00 which equals \$31,836.00 and yields a Public Safety Payment of \$218,164.00 (\$250,000.00 minus \$31,836.00 equals~~

~~(\$218,164.00). If the preliminary plan has not been approved by the date the Public Safety Payment is due, then the Public Safety Payment shall remain at \$250,000.00 and shall not be reduced.~~ Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is at the discretion of the County Council. As used in this section, "Developer" means Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns but does include a Sinacori Related Entity that holds title to the Property.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than August 30, 2015, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees. (A) Nothing in this Agreement shall be construed as relieving Developer from the payment of any fees or charges in effect at the time of collection as may be assessed by entities other than the County.

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

Section 4.04. Infrastructure and Services. The Parties recognize that the majority of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

(A) Roads. (1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(b) Developer shall cause to be prepared a traffic impact analysis conducted and sealed by a licensed South Carolina professional engineer. Any road improvements, which are determined to be necessary, based on the results of the traffic impact analysis, shall be incorporated into the final site plan prior to County approval and the Developer is responsible for all costs of the road improvements. The traffic impact analysis shall be reviewed by the County and in conjunction with the South Carolina Department of Transportation. If a County-level traffic planner is not available to review the traffic impact analysis at the time of submittal, the County may choose to hire a third-party consultant to assist in this review. The cost of the traffic

impact analysis, including any additional reviews requested by the County, shall be paid by the Developer. Improvements set forth in the traffic impact analysis may be installed based on a phasing study prepared by a licensed South Carolina professional engineer at the expense of Developer. The installation of new traffic signals or improvements to existing traffic signals shall be based on warrant studies conducted by a licensed South Carolina professional engineer at established specific times and at the expense of Developer.

(c) If a signalized intersection is required by the traffic impact analysis, or additional poles are required at an existing signalized intersection, a mast-arm traffic signal shall be installed. At a minimum, the standard metal mast-arm poles used by Duke Energy Corporation shall be installed. Complete cost of the installation of the mast-arm traffic signal shall be paid by Developer. Developer shall furnish a financial guarantee, acceptable to the County in its discretion, to cover future repairs and replacement of the mast-arm traffic signal. Developer may transfer its obligation for future repairs and replacement for the mast-arm traffic signal to a homeowners' or property owners' association, or similar organization.

(2) Developer is responsible for all construction and maintenance, and the costs thereof, associated with the roads within the Property. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association, or similar organization.

(3) Developer agrees to maintain the landscaping at the entrance to the Property and obtain any necessary easements therefor from the South Carolina Department of Transportation. Developer's obligation to maintain the landscaping is limited to mowing and planting of grass, trimming and planting of shrubs, trees and other vegetation, and maintenance and operation of any associated irrigation system. County agrees to cooperate with Developer in obtaining an easement or other related approvals. Developer may transfer its maintenance obligation to a homeowners' or property owners' association, or similar organization.

(4) County is not responsible for any construction, maintenance, or costs associated with the roads within the Property. Developer acknowledges that County will not accept the roads within the Property into the County road system for any purpose, including, but not limited to, maintenance. Developer agrees to provide County prior to final plat approval documentation that a mechanism, such as a property owners' association, is in place for the perpetual maintenance of all roads with the Property.

(B) Potable Water. Potable water will be supplied to the Property by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary water service infrastructure within the Property and the water service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with water service or water service infrastructure to or within the Property. The water service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing potable water services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

(C) Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary sewer service infrastructure within the Property and the sewer service infrastructure will be maintained by the provider. County is not responsible for any construction,

treatment, maintenance, or costs associated with sewer service or sewer service infrastructure. Sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing sewage treatment and disposal services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

(D) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff conveyance systems and drainage improvements within the Property required by the development of the Property ~~and such infrastructure~~. All inlets, piping within a system, associated swales or other conveyance system shall be designed for a minimum twenty-five (25) year storm event. Individual culvert crossing shall be designed for a minimum twenty-five (25) year storm event. Developer agrees to construct or cause to be constructed permanent water quantity and water quality systems and improvements in accordance with best management practices. The applicable requirements and standards shall be the more stringent of either the requirements and standards contained in the Laws and Land Development Regulations as may be modified pursuant to Section 3.01(F) or the requirements and standards set by the South Carolina Department of Health and Environmental Control or its successor agency. All storm water systems and improvements will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

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

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

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

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

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

(K) School Services. Public school services are now provided by the Lancaster County School District. Developer acknowledges that County has no authority or responsibility for providing public school services in the County.

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

Section 4.05. Maximum Density. Notwithstanding the maximum density set forth in the UDO, the maximum density for residential use for the Property is two (2) dwelling units per acre.

Section 4.05A. Final Plat Approval. Notwithstanding any other provision of this Agreement or any provision of the UDO, Developer agrees that prior to seeking final plat approval: (i) all water and sewer infrastructure for the area that is the subject of the final plat shall be installed by the Developer and subsequently tested, inspected, and found to be in acceptable condition by the applicable water or sewer provider, and (ii) the appropriate permits from the South Carolina Department of Health and Environmental Control (DHEC) have been obtained by the Developer for storm water management and the Developer shall provide proof that DHEC has issued the appropriate permits.

Section 4.06. Vinyl Siding. The use of vinyl siding on the homes constructed on lots within the development is prohibited, except that vinyl eaves, soffits and corners are allowed on all homes.

Section 4.07. Age-Restricted Development. County acknowledges that Developer intends to develop the portion of the Property shown as Villages 8, 9, 10 and 11, consisting of approximately fifty-five (55) acres, located south of Clem's Branch Creek on the Cluster Subdivision Overlay District Rezoning Plan, attached hereto as Exhibit G and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, into an age-restricted community where ~~at least eighty-one~~ one hundred percent (~~80~~100%) of the residential dwelling units within Villages 8, 9, 10 and 11 must be occupied (not owned) by at least one person fifty-five (55) years of age or older as permitted under the Fair Housing Act, as amended. The reason for including Exhibit G in this Agreement is solely for the purpose of identifying generally the area within the development where the age-restricted Villages will be located.

Section 4.08. Historic Site. Developer agrees to preserve an approximately three acre area identified as an American Revolutionary War campsite, located generally north of Village 7 and immediately south of Clem's Branch Creek, for possible future connection to a greenway corridor to be established by the Mecklenburg County Park and Recreation Department.

~~**Section 4.08. Road Widths.** Notwithstanding the provisions of Section 26-61 of the Lancaster County Code of Ordinances, the standard for pavement width for local (closed drainage) and local (open drainage) roads in the Covington development is twenty-two feet (22').~~

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national "next day" delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where

the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To the County: County of Lancaster
Attn: County Administrator
101 N. Main St. (29720)
P.O. Box 1809 (29721)
Lancaster, SC

With Copy to: County of Lancaster
Attn: County Attorney
101 N. Main St. (29720)
P.O. Box 1809 (29721)
Lancaster, SC

And to Developer: Sinacori Builders, LLC
Attn: Russ Sinacori
P.O. Box 471785
Charlotte, NC 28247

With Copy to: Sinacori Builders, LLC
Attn: John H. Carmichael
Robinson Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246

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

(B) An amendment to this Agreement must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement. Any amendment to this Agreement constitutes a major modification and the major modification may occur only after public notice and a public hearing by the County Council.

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

Section 5.03. Periodic Review. At least every twelve (12) months, the Chief Zoning Officer for the County or the designee of the Chief Zoning Officer for the County, or the

successor to Chief Zoning Officer for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

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

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

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

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

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

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

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

Section 5.10. Estoppel Certificate. Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or

modified, or if so amended, identifying the amendments, (iii) whether, to the knowledge of the party, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

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

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

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

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

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

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

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

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

Section 5.18. Severability. If any provision in this Agreement or the application of any provision of this Agreement is held invalid, the invalidity shall apply only to the invalid

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., Thursday, December 31, 2015, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER:

SINACORI BUILDERS, LLC,
a North Carolina Limited Liability Company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

PROBATE

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

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2015.

Notary Public Signs AS NOTARY

Notary Public for the State of _____

My Commission Expires: _____

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Bob Bundy, Chair, County Council

Date: _____

By: _____
Steve Harper, Secretary, County Council

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE

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

Seal

First Witness Signs Again Here

SWORN to before me this
____ day of _____, 2015.

Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires:_____

Exhibit A
Property Description

Covington Development

Tax Map No. 3, Parcel 40.00 (portion), 40.02, 40.04, 40.06 and 40.09 [and referred to as 0003-00-040.00 (portion), 0003-00-040.02, 0003-00-040.04, 0003-00-040.06 and 0003-00-040.09]

Tax Map No. 4, Parcel 1 and 2 [and referred to as 0004-00-001.00 and 0004-00-002.00]

LEGAL DESCRIPTION SHOULD BE INSERTED WHEN AVAILABLE.

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Exhibit B

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.

Exhibit C
Development Schedule

	<u>Begin</u>	<u>End</u>
Engineering and Permitting	Aug. 1, 2015	Feb. 1, 2016
Phased Land Development	Mar. 1, 2016	Dec. 1, 2020
Home Construction Starts	Dec. 1, 2016	Aug. 1, 2021
Year 1 Home Closings – Approx. 60 per year	Jan. 1, 2017	Dec. 31, 2017
Year 2 Home Closings – Approx. 60 per year	Jan. 1, 2018	Dec. 31, 2018
Year 3 Home Closings – Approx. 60 per year	Jan. 1, 2019	Dec. 31, 2019
Year 4 Home Closings – Approx. 60 per year	Jan. 1, 2020	Dec. 31, 2020
Year 5 Home Closings – Approx. 60 per year	Jan. 1, 2021	Dec. 31, 2021

This Development Schedule is an estimate. The provisions of Section 1.07 of this Agreement apply to this exhibit.

NOTE: County and Developer acknowledge that development of the Property is limited to three hundred thirty (330) residential units.

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Exhibit D

Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Developer has contractual rights to acquire the Property and, following acquisition, Developer shall be the only legal and equitable owner of the Property. As of the Agreement Date, the legal owners of the Property are Acts Retirement – Life Communities, Inc. (Tax Map No. 0004-00-001.00), Sauer Properties, Inc. (Tax Map No. 0004-00-002.00), Mike and Jennifer Knabenshue (portion of Tax Map No. 0003-00-040.00), Janice Patterson Poston (Tax Map Nos. 0003-00-040.02 and 0003-00-040.04), Mamie B. Patterson Revocable Living Trust (Tax Map No. 0003-00-040.06), Shirley Patterson MacKenzie (Tax Map No. 0003-00-040.09).

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

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

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

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities and height.* See Section 1.06 and Section 4.05.

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

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer agrees to comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the*

agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. See Section 3.04.

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

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

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

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

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

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

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

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

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

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

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

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

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

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Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 2015-____ zoning the Property R-15, Moderate Density Residential / Agricultural District- with a Cluster Subdivision Overlay District.
2. Ordinance No. 2015-_____, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. ~~The UDO also includes Ordinance No. 2014-1314, relating to final plats and installation of improvements. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.~~
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

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Exhibit F
Substation Property

To be determined.

Exhibit G
Rezoning Plan

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	5/6/2015 12:46:42 PM
Comparison Time	0.93 seconds
compareDocs version	v4.0.3.1

Sources	
Original Document	[#1198912] [v1] Development Agreement -- Covington Development (Sinacori)
Modified Document	[#1198912] [v5] Development Agreement -- Covington Development (Sinacori)

Comparison Statistics	
Insertions	23
Deletions	8
Changes	17
Moves	0
TOTAL CHANGES	48

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
Deletions	
<u>Moves / Moves</u>	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	False
Show Reviewing Pane	Word	False
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

**AS RECOMMENDED FOR APPROVAL
BY THE
INFRASTRUCTURE AND REGULATION AGREEMENT COMMITTEE
For First Reading Consideration at the June 8, 2015 Council Meeting**

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

ORDINANCE NO. 2015-____

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN SINACORI BUILDERS, LLC, AND THE COUNTY OF LANCASTER RELATING TO THE COVINGTON DEVELOPMENT; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County is authorized by the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the "Act"), and by the Development Agreement Ordinance for Lancaster County, South Carolina, Ordinance No. 663 (the "Ordinance"), to enter into development agreements with developers;

(b) Sinacori Builders, LLC, seeks to enter into a development agreement with Lancaster County relating to the Covington development; and

(c) the Act and Ordinance require a development agreement to be approved by the county governing body by the adoption of an ordinance.

Section 2. Approval of Agreement; Authorization to Act.

A. The Council Chair and Council Secretary are each authorized, empowered and directed to execute, acknowledge and deliver a Development Agreement between Sinacori Builders, LLC, and the County of Lancaster relating to the Covington development (the "Development Agreement") in the name and on behalf of the County of Lancaster. The form of the Development Agreement is attached hereto as Exhibit A and all terms, provisions and conditions of the Development Agreement are incorporated herein by reference as if the Development Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, the Lancaster County Council approves the Development Agreement and all of its terms, provisions and conditions. The Development Agreement is to be in substantially the form as

Ordinance No. 2015-____

Page 1 of 3

As Recommended for Approval by the Infrastructure and Regulation Committee – First Reading Consideration

attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of Lancaster County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Development Agreement attached to this ordinance.

B. The Council Chair and Council Secretary are each authorized to execute and deliver any related instruments, documents, certificates and other papers as are necessary to effect the delivery of the Development Agreement. The Council and its duly elected or appointed officers and any other County official are authorized to take any and all action as may be necessary to effectuate the purposes of this ordinance.

Section 3. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section 4. Controlling Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, orders and resolutions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this 13th day of July, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

Planning Commission Public Hearing:	April 21, 2015	
First Reading:	June 8, 2015	Tentative
Second Reading:	June 22, 2015	Tentative
Council Public Hearing:	July 13, 2015	Tentative
Third Reading:	July 13, 2015	Tentative

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Ordinance No. 2015-____

Page 2 of 3

As Recommended for Approval by the Infrastructure and Regulation Committee – First Reading Consideration

Exhibit A to Ordinance No. 2015-_____

**Development Agreement
Between
Sinacori Builders, LLC, and the County of Lancaster
Covington Development**

See attached.

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STATE OF SOUTH CAROLINA)	DEVELOPMENT AGREEMENT
)	
COUNTY OF LANCASTER)	COVINGTON DEVELOPMENT

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the 13th day of July, 2015 ("Agreement Date"), by and among **SINACORI BUILDERS, LLC** ("Developer"), a North Carolina limited liability company, and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer has obtained the right to acquire certain real property consisting of approximately 165 acres, more or less, located in the County and known as the Covington development.

WHEREAS, Developer has submitted an application to the County requesting that the Covington development property be rezoned to R-15P, Moderate Density Residential / Agriculture Panhandle District, with a Cluster Subdivision Overlay District.

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

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

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

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the “Act”) and the Development Agreement Ordinance for Lancaster County, South Carolina (“Ordinance No. 663”), the parties to this Agreement, intending to be legally bound to a development agreement in accordance with the Act and Ordinance No. 663, agree as follows:

ARTICLE I

GENERAL

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

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

(1) “Act” means the South Carolina Local Government Development Agreement Act, codified as Sections §§ 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended.

(2) “Agreement” means this Development Agreement.

(2A) “Agreement Date” means the date of this Agreement as set forth above.

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

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

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

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

(7) Reserved.

(8) “Laws and Land Development Regulations” means the County’s applicable rules and regulations governing development of real property as set forth on Exhibit E hereto. A copy of the Laws and Land Development Regulations, as of the Agreement Date, is on file in the office of County Planning Department.

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

(10) “Ordinance No. 2015-____” means Ordinance No. 2015-____ of the County zoning the Property R-15P, Moderate Density Residential / Agriculture Panhandle District, with a Cluster Subdivision Overlay District.

(11) “Ordinance No. 2015-____” means Ordinance No. 2015-____ of the County approving this Agreement.

(12) “Parties” means County and Developer.

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

(14) “Sinacori Related Entity” means (i) an entity that is owned or controlled by Developer, or is owned or controlled by any entity that owns at least a fifty percent (50%) membership interest in Developer; and (ii) any entity that is the successor in interest to Developer via merger or operation of law.

(15) “UDO” means Ordinance No. 309, as amended, as of the Agreement Date and which is cited as the Unified Development Ordinance of Lancaster County. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.

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

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

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

Section 1.05. Zoning. The Property is zoned R-15P, Moderate Density Residential / Agriculture Panhandle District, with a Cluster Subdivision Overlay District, pursuant to Ordinance No. 2015-____.

Section 1.06. Permitted Uses. (A) The UDO provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the standards contained in the UDO apply.

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

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

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Developer is able to demonstrate and establish that there is good cause to modify those dates. “Good cause” includes, but is not limited to, changes in market conditions.

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

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

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

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

(C) Developer acknowledges and agrees that it (i) is responsible for the development of the Property when Developer acquires title to or development rights for the Property, and (ii) will develop the Property in accordance with the terms and conditions of this Agreement. It is the express intention of the Parties that the obligations of this Agreement are intended to run with the Property. If the Property is sold, either in whole or in part, and the Developer’s obligations are transferred to a purchaser or successor in title to the Property as provided herein and in Section 3.05 below, Developer shall be relieved of any further liability for the performance of Developer’s obligations as provided in this Agreement as it relates to the portion of the Property sold if the Developer is then current with its obligations pursuant to this Agreement.

Section 1.10. Term. The term of this Agreement commences on the Agreement Date and terminates five (5) years thereafter.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 2015-_____ in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2015-_____ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer. (A) Developer represents that the number of acres of highland contained in the Property is twenty-five (25) or more, the same being approximately one hundred and forty (140) or more acres.

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property and that, following acquisition, Developer shall be the only legal and equitable owner of the Property.

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop. (A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2015-____ and the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

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

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

(F) For purposes of Subsection (D) of this Section 3.01 and Section 3.03(A)(3), the Laws and Land Development Regulations are anticipated to be amended subsequent to the Agreement Date to provide for requirements and standards applicable to storm water runoff conveyance systems and drainage improvements. The anticipated amendments are expected to include, but not be limited to, minimum standards for the design and sizing of storm drainage piping systems and access easements. These amendments to the Laws and Land Development Regulations will apply to the Property.

Section 3.01A. Connectivity; Sidewalks. (A) Notwithstanding the provisions of Sections 2.1.5.6(i), 13.7.10.3 and 13.7.9.1 of the UDO, all relating to connectivity, links and nodes, Developer and County agree that the Developer is not required to provide a stubbed out street for any adjacent undeveloped parcel or a parcel used for a single family home that contains a minimum of five (5) acres, except that a stubbed out street shall be provided to that parcel identified as Tax Map No's. 0003-00-042.00, 0003-00-040.11, and 0005-00-002.00. Further, due to inherent constraints associated with the Property, including, without limitation, topographic and environmental constraints, Developer and County agree that the subdivision shall have a connectivity index of not less than 1.0.

(B) Developer agrees to include sidewalks on Harrisburg Road, Barberville Road and within the development. The sidewalks on Harrisburg Road and Barberville Road will be built in coordination with the South Carolina Department of Transportation's road section requirements. The sidewalk construction requirement on Harrisburg Road and Barberville Road is limited to the areas where Harrisburg Road and Barberville Road abut the Developer's Property identified herein. The purpose for including sidewalks is to promote the walkability of the development.

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as Sections 6-29-1510 to -1560, Code of Laws of South Carolina 1976, as amended, or the provisions of Ordinance No. 673, the County's ordinance relating to the Vested Rights Act.

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

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

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

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

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

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

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

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

(1) Development Review Committee process;

(2) Preliminary plan approval;

(3) Final plat approval;

(4) Zoning permits;

(5) Building permits; and

(6) Sign permits.

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

Section 3.05. Transfer of Development Rights. Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer’s contact person, the location and number of acres of the Property associated with the transfer and the number of residential units subject to the transfer. If the acquiring Developer is an entity, then, at the request of the County, the acquiring Developer shall provide the County the opportunity to view a listing of the names and addresses of the entity’s officers and owners. Any Developer acquiring Development Rights is required to

file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. This provision does not apply to the purchaser or other successor in title to the Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.01A. School Payments. Developer agrees to pay to the County for the benefit of the Lancaster County School District One Hundred Sixty-Five Thousand and No/100 dollars (\$165,000.00) upon the earlier of either December 1, 2016 or the closing on the sale of any portion of the Covington development to an individual or entity other than a Sinacori Related Entity (the “School Payment”). Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment. As used in this section, “Developer” means Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns but does include a Sinacori Related Entity that holds title to the Property.

Section 4.01B. Fire and EMS Station. Developer agrees to donate to County, by the time of final plat approval for the first phase of the Covington development, approximately two (2) acres of land to be identified by mutual agreement of the parties on Exhibit F (the “Substation Property”), attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. Developer will convey fee simple title to the Substation Property to County by general warranty deed. The deed will include appropriate restrictions on the Substation Property to ensure that the Substation Property will continue to be used for either fire or public safety related uses, or both uses, for at least ten (10) years from the date of transfer. Title to the Substation Property shall be insurable. Developer is responsible for the costs and expenses of transferring title to the Substation Property, except County is responsible for any title insurance premiums if County chooses to purchase title insurance. County agrees, and County shall cause the Pleasant Valley Fire Protection District to agree, that the new Substation built on the Substation Property shall be of a design that is compatible with and will not detract from the Covington development; the parties anticipate that such Substation design will be

similar in exterior appearance to the sketch shown on Exhibit F-1, or substantially similar thereto with Developer's approval, which approval shall not be unreasonably withheld.

Section 4.01C. Funds for Public Safety. Developer agrees to pay County Three Hundred Thirty Thousand and No/100 dollars (\$330,000.00) upon the earlier of either December 1, 2016, or the closing on the sale of any portion of the Covington development to an individual or entity other than a Sinacori Related Entity (the "Public Safety Payment"). Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is at the discretion of the County Council. As used in this section, "Developer" means Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns but does include a Sinacori Related Entity that holds title to the Property.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than December 31, 2015, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees. (A) Nothing in this Agreement shall be construed as relieving Developer from the payment of any fees or charges in effect at the time of collection as may be assessed by entities other than the County.

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

Section 4.04. Infrastructure and Services. The Parties recognize that the majority of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

(A) Roads. (1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(b) Developer shall cause to be prepared a traffic impact analysis conducted and sealed by a licensed South Carolina professional engineer. Any road improvements, which are determined to be necessary, based on the results of the traffic impact analysis, shall be

incorporated into the final site plan prior to County approval and the Developer is responsible for all costs of the road improvements. The traffic impact analysis shall be reviewed by the County and in conjunction with the South Carolina Department of Transportation. If a County-level traffic planner is not available to review the traffic impact analysis at the time of submittal, the County may choose to hire a third-party consultant to assist in this review. The cost of the traffic impact analysis, including any additional reviews requested by the County, shall be paid by the Developer. Improvements set forth in the traffic impact analysis may be installed based on a phasing study prepared by a licensed South Carolina professional engineer at the expense of Developer. The installation of new traffic signals or improvements to existing traffic signals shall be based on warrant studies conducted by a licensed South Carolina professional engineer at established specific times and at the expense of Developer.

(c) If a signalized intersection is required by the traffic impact analysis, or additional poles are required at an existing signalized intersection, a mast-arm traffic signal shall be installed. At a minimum, the standard metal mast-arm poles used by Duke Energy Corporation shall be installed. Complete cost of the installation of the mast-arm traffic signal shall be paid by Developer. Developer shall furnish a financial guarantee, acceptable to the County in its discretion, to cover future repairs and replacement of the mast-arm traffic signal. Developer may transfer its obligation for future repairs and replacement for the mast-arm traffic signal to a homeowners' or property owners' association, or similar organization.

(2) Developer is responsible for all construction and maintenance, and the costs thereof, associated with the roads within the Property. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association, or similar organization.

(3) Developer agrees to maintain the landscaping at the entrance to the Property and obtain any necessary easements therefor from the South Carolina Department of Transportation. Developer's obligation to maintain the landscaping is limited to mowing and planting of grass, trimming and planting of shrubs, trees and other vegetation, and maintenance and operation of any associated irrigation system. County agrees to cooperate with Developer in obtaining an easement or other related approvals. Developer may transfer its maintenance obligation to a homeowners' or property owners' association, or similar organization.

(4) County is not responsible for any construction, maintenance, or costs associated with the roads within the Property. Developer acknowledges that County will not accept the roads within the Property into the County road system for any purpose, including, but not limited to, maintenance. Developer agrees to provide County prior to final plat approval documentation that a mechanism, such as a property owners' association, is in place for the perpetual maintenance of all roads with the Property.

(B) Potable Water. Potable water will be supplied to the Property by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary water service infrastructure within the Property and the water service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with water service or water service infrastructure to or within the Property. The water service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or

responsibility for providing potable water services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

(C) Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary sewer service infrastructure within the Property and the sewer service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with sewer service or sewer service infrastructure. Sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing sewage treatment and disposal services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

(D) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff conveyance systems and drainage improvements within the Property required by the development of the Property. All inlets, piping within a system, associated swales or other conveyance system shall be designed for a minimum twenty-five (25) year storm event. Individual culvert crossing shall be designed for a minimum twenty-five (25) year storm event. Developer agrees to construct or cause to be constructed permanent water quantity and water quality systems and improvements in accordance with best management practices. The applicable requirements and standards shall be the more stringent of either the requirements and standards contained in the Laws and Land Development Regulations as may be modified pursuant to Section 3.01(F) or the requirements and standards set by the South Carolina Department of Health and Environmental Control or its successor agency. All storm water systems and improvements will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

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

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

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

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

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

(K) School Services. Public school services are now provided by the Lancaster County School District. Developer acknowledges that County has no authority or responsibility for providing public school services in the County.

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

Section 4.05. Maximum Density. Notwithstanding the maximum density set forth in the UDO, the maximum density for residential use for the Property is two (2) dwelling units per acre.

Section 4.05A. Final Plat Approval. Notwithstanding any other provision of this Agreement or any provision of the UDO, Developer agrees that prior to seeking final plat approval: (i) all water and sewer infrastructure for the area that is the subject of the final plat shall be installed by the Developer and subsequently tested, inspected, and found to be in acceptable condition by the applicable water or sewer provider, and (ii) the appropriate permits from the South Carolina Department of Health and Environmental Control (DHEC) have been obtained by the Developer for storm water management and the Developer shall provide proof that DHEC has issued the appropriate permits.

Section 4.06. Vinyl Siding. The use of vinyl siding on the homes constructed on lots within the development is prohibited, except that vinyl eaves, soffits and corners are allowed on all homes.

Section 4.07. Age-Restricted Development. County acknowledges that Developer intends to develop the portion of the Property shown as Villages 5, 6, 7 and 8, consisting of approximately fifty-five (55) acres, located south of Clem's Branch Creek on the Cluster Subdivision Overlay District Rezoning Plan, attached hereto as Exhibit G and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, into an age-restricted community where at least eighty percent (80%) of the residential dwelling units within Villages 5, 6, 7 and 8 must be occupied (not owned) by at least one person fifty-five (55) years of age or older as permitted under the Fair Housing Act, as amended. The reason for including Exhibit G in this Agreement is solely for the purpose of identifying generally the area within the development where the age-restricted Villages will be located.

Section 4.08. Historic Site. Developer agrees to monument and provide an easement for trail access to the Historic Revolutionary War Trail area that traverses the Covington project near the project boundary and neighboring Bridgehampton development in the vicinity of Clem's Branch Creek. Proposed Easement for trail access will be planned so as to provide opportunities for possible future connection to the Clem's Branch Greenway that is being cooperatively planned across the SC/NC state line by the Mecklenburg County Parks and Recreation Department.

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national “next day” delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To the County: County of Lancaster
 Attn: County Administrator
 101 N. Main St. (29720)
 P.O. Box 1809 (29721)
 Lancaster, SC

With Copy to: County of Lancaster
 Attn: County Attorney
 101 N. Main St. (29720)
 P.O. Box 1809 (29721)
 Lancaster, SC

And to Developer: Sinacori Builders, LLC
 Attn: Russ Sinacori
 P.O. Box 471785
 Charlotte, NC 28247

With Copy to: Sinacori Builders, LLC
 Attn: John H. Carmichael
 Robinson Bradshaw & Hinson, P.A.
 101 North Tryon Street, Suite 1900
 Charlotte, North Carolina 28246

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

(B) An amendment to this Agreement must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement. Any amendment to this Agreement constitutes a major modification and the major modification may occur only after public notice and a public hearing by the County Council.

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

Section 5.03. Periodic Review. At least every twelve (12) months, the Chief Zoning Officer for the County or the designee of the Chief Zoning Officer for the County, or the successor to Chief Zoning Officer for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

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

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

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

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

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

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

Section 5.09. Effect of Annexation and Incorporation. The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in a newly-incorporated municipality or is annexed into a municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by

Section 6-31-110 of the Act. County reserves the right to enter into an agreement with the newly-incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

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

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

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

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

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

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., Thursday, December 31, 2015, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER:

SINACORI BUILDERS, LLC,
a North Carolina Limited Liability Company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

PROBATE

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

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2015.

Notary Public Signs AS NOTARY

Notary Public for the State of _____

My Commission Expires: _____

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By:

Bob Bundy, Chair, County Council

Date:

By:

Steve Harper, Secretary, County Council

Date:

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

PROBATE

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

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2015.

Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: _____

Exhibit A
Property Description

Covington Development

Tax Map No. 3, Parcel 40.00 (portion), 40.02, 40.04, 40.06 and 40.09 [and referred to as 0003-00-040.00 (portion), 0003-00-040.02, 0003-00-040.04, 0003-00-040.06 and 0003-00-040.09]

Tax Map No. 4, Parcel 1 and 2 [and referred to as 0004-00-001.00 and 0004-00-002.00]

LEGAL DESCRIPTION SHOULD BE INSERTED WHEN AVAILABLE.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit B

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.

Exhibit C
Development Schedule

	<u>Begin</u>	<u>End</u>
Engineering and Permitting	Aug. 1, 2015	Feb. 1, 2016
Phased Land Development	Mar. 1, 2016	Dec. 1, 2020
Home Construction Starts	Dec. 1, 2016	Aug. 1, 2021
Year 1 Home Closings – Approx. 60 per year	Jan. 1, 2017	Dec. 31, 2017
Year 2 Home Closings – Approx. 60 per year	Jan. 1, 2018	Dec. 31, 2018
Year 3 Home Closings – Approx. 60 per year	Jan. 1, 2019	Dec. 31, 2019
Year 4 Home Closings – Approx. 60 per year	Jan. 1, 2020	Dec. 31, 2020
Year 5 Home Closings – Approx. 60 per year	Jan. 1, 2021	Dec. 31, 2021

This Development Schedule is an estimate. The provisions of Section 1.07 of this Agreement apply to this exhibit.

NOTE: County and Developer acknowledge that development of the Property is limited to three hundred thirty (330) residential units.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit D
Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Developer has contractual rights to acquire the Property and, following acquisition, Developer shall be the only legal and equitable owner of the Property. As of the Agreement Date, the legal owners of the Property are Acts Retirement – Life Communities, Inc. (Tax Map No. 0004-00-001.00), Sauer Properties, Inc. (Tax Map No. 0004-00-002.00), Mike and Jennifer Knabenshue (portion of Tax Map No. 0003-00-040.00), Janice Patterson Poston (Tax Map Nos. 0003-00-040.02 and 0003-00-040.04), Mamie B. Patterson Revocable Living Trust (Tax Map No. 0003-00-040.06), Shirley Patterson MacKenzie (Tax Map No. 0003-00-040.09).

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

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

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

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities and height.* See Section 1.06 and Section 4.05.

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

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer agrees to comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the*

agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. See Section 3.04.

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

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

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

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

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

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

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

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

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

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

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

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

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

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Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 2015-____ zoning the Property R-15, Moderate Density Residential / Agricultural District, with a Cluster Subdivision Overlay District.
2. Ordinance No. 2015-_____, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

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Exhibit F
Substation Property

See attached.

Exhibit F-1
Substation Design Sketch – Exterior Appearance

See attached.

Exhibit G
Rezoning Plan

**AS RECOMMENDED FOR APPROVAL
BY THE
INFRASTRUCTURE AND REGULATION COMMITTEE
For First Reading Consideration at the June 8, 2015 Council Meeting**

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

ORDINANCE NO. 2015-____

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY FOR SINACORI BUILDERS, LLC, LOCATED ON OR NEAR BARBERVILLE ROAD AND HARRISBURG ROAD, FROM R-15P, MODERATE DENSITY RESIDENTIAL / AGRICULTURAL PANHANDLE DISTRICT TO R-15, MODERATE DENSITY RESIDENTIAL / AGRICULTURAL DISTRICT WITH A CLUSTER SUBDIVISION OVERLAY DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Sinacori Builders, LLC, applied to rezone property located on or near Barberville Road and Harrisburg Road, from R-15P, Moderate Density Residential / Agricultural Panhandle District to R-15, Moderate Density Residential / Agricultural District with a Cluster Subdivision Overlay District for its Covington development.

(b) On April 21, 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 6-0, recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-15P, Moderate Density Residential / Agricultural Panhandle District to R-15, Moderate Density Residential / Agricultural District with a Cluster Subdivision Overlay District, for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 3, Parcel 40.00, 40.02, 40.04, 40.06, 40.09 and 40.13

Tax Map No. 4, Parcel 1 and 2.

Ordinance No. 2015-____

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As Recommended for Approval by the Infrastructure and Regulation Committee -- For First Reading Consideration

Section 3. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, orders and resolutions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon third reading, *provided, however*, the rezoning provided for in Section 2 of this ordinance is effective when Sinacori Builders, LLC, delivers to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the property identified in Section 2 of this ordinance to Sinacori Builders, LLC, or a Sinacori Related Entity. If Sinacori Builders, LLC, or a Sinacori Related Entity has not delivered to the County Administrator recorded deeds conveying the property identified in Section 2 of this ordinance to Sinacori Builders, LLC, or a Sinacori Related Entity by 5:00 p.m., Thursday, December 31, 2015, then the rezoning provided for in Section 2 of this ordinance shall not become effective. As used in this section, "Sinacori Related Entity" means (i) an entity that is owned or controlled by Sinacori Builders, LLC, a North Carolina limited liability company, or is owned or controlled by any entity that owns at least a fifty percent (50%) membership interest in Sinacori Builders, LLC; and/or (ii) any entity that is the successor in interest to Sinacori Builders, LLC via merger or operation of law.

And it is so ordained, this 13th day of July, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	June 8, 2015	Tentative
Second Reading:	June 22, 2015	Tentative
Third Reading:	July 13, 2015	Tentative

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Ordinance No. 2015-_____

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As Recommended for Approval by the Infrastructure and Regulation Committee -- For First Reading Consideration

INFRASTRUCTURE AND REGULATION COMMITTEE

_____, 2015

Report to Council

Proposed Development Agreement with Sinacori Builders, LLC – Covington Development and An Ordinance to Rezone Covington Development Property

Background

On March 2, 2015, the Lancaster County Planning Department received from Sinacori Builders, LLC, an application to rezone approximately 164.5 acres located near the intersection of Harrisburg Road and Barberville Road from R-15P, Moderate Density Residential / Agricultural Panhandle District to R-15P, Moderate Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District designation. Sinacori Builders, LLC, refers to this property as its Covington development. At the April 21, 2015, meeting, the Planning Commission held a public hearing on the proposed rezoning. By a 6-0 vote, the Planning Commission approved the rezoning of the property to R-15P, Moderate Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District designation.

Also, on March 2, 2015, the County received a proposed development agreement from Sinacori Builders, LLC, concerning its Covington development. At its meeting on April 21, 2015, the Planning Commission conducted a public hearing on the proposed development agreement. In addition, the Planning Commission reviewed the proposed development agreement and by a 6-0 vote is recommending approval of the development agreement. A copy of the Planning Commission's report to Council is attached.

Recommendations

The Infrastructure and Regulation Committee has reviewed the proposed development agreement and proposed rezoning and makes the following recommendations to Council:

1. Approve an ordinance to rezone the Covington development property as requested and in the ordinance include a provision stating the rezoning is effective when Sinacori Builders, LLC, takes title to the Covington development property. A copy of an ordinance with the recommended provision is attached to this report.
2. The Committee recommends approval of a development agreement between Sinacori Builders, LLC, and Lancaster County for the Covington development. A copy of a proposed development agreement is attached to this report. As a part of this recommendation, the Committee recommends passage of an ordinance to approve the proposed development agreement, a copy of which is attached.

--XXX--