

Lancaster County Council Infrastructure and Regulation Committee

Regular Meeting Agenda

Tuesday, August 9, 2016

County Council Conference Room
Council Administration Building
101 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 July 12, 2016 – pgs.2-5**
4. **Citizens Comments**
5. **Discussion / Action**
 - a. Clothing collection bins at County Recycling sites. *Jeff Catoe – pgs. 6*
 - b. Fleet Maintenance facility. *Steve Willis*
 - c. Request for use of vacant county space by Kershaw Community Park Council (KCPC) -- *Jack Estridge – pgs. 7-10*
 - d. Bretagne Development Agreement Amendment -- *Penelope Karagounis – pgs.11-138*
6. **Executive Session**
 - Discussions incident to a proposed contractual arrangement regarding the Bretagne Development Agreement Amendment SC Code §30-4-70(2)

Upon returning to open session, action may be taken on the items discussed during executive session.

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.mylancasteresc.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

DRAFT

Tuesday, July 12, 2016

The Committee Members present were Larry Honeycutt, Larry McCullough and Jack Estridge. Also, present was Steve Willis, John Weaver, Debbie Hardin, Jeff Catoe 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.

Call to Order Regular Meeting

Larry Honeycutt called the meeting to order at 3:00 p.m.

Approval of Agenda

Larry McCullough moved to approve the agenda. Passed 3-0.

Minutes of the June 14, 2016 meeting

MOTION was made by Larry McCullough to approve the minutes of the June 14, 2016 meeting. Seconded by Jack Estridge. Passed 3-0.

Citizen Comments

Gary Holland, 8728 Collins Road, Indian Land, asked a question regarding the Planning Commission level and who authorizes a developer to obtain reconsideration. He inquired as to why Forestar was having another meeting regarding the Carolina Heelsplitter and mitigation credits.

Larry Catledge, 7048 Catledge Drive, spoke regarding Operation Rudolph, a 501c3 organization, and putting drop boxes for clothing at convenience sites in the county. Mr. Catledge submitted a handout attached as schedule A.

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J.R. Wilt, 903 Rock Hill Highway, Lancaster, spoke regarding the moratorium renewal. He also spoke regarding the storm water advisory board and stated the conflict of interest with one of the proposed board members who is a developer.

Discussion/Action

Clothing collection bins at County Recycling sites

Jack Estridge noted that this request is for Operation Rudolph to place clothing collection bins at County Recycling sites.

Steve Willis reported that his concern is that if we do it for one entity we must do it for everyone.

Larry McCullough suggested that if it is allowed that it be for a two-year period, that it not be open-ended, and that there is a periodic review of the placement of the bins.

Jeff Catoe noted concerns would be with the type of boxes and how often clothing is removed from the bins.

The Committee requested more information regarding the placement of the boxes and the terms of its placement be reviewed. This information will be brought back to the Committee at the August I&R meeting.

Fleet Maintenance facility

Steve Willis provided the data requested by the Committee regarding Fleet Operations. Mr. Willis suggested that we evaluate the fleet to possibly shrink the overall number.

Larry McCullough agreed to the study evaluation and requested the cost of the report and how much time it would take before we receive the data and what the deliverable would look like.

Brandon Elliott discussed the proposal of a motor pool for those vehicles that are underutilized. He noted that the information generated from the gas card usage shows that most of the underutilized vehicles are in the Administration Building parking lot.

The Committee requested that information in reference to the study regarding cost and time be brought back to I&R at the next meeting.

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Verbal update on the Indian Land Recycling Center

Jeff Catoe reported that they have been working on the Indian Land Recycling Center. The completion date for the center is by the end of 2016. He also updated everyone on the permit sticker for Fox Hole.

Rezoning Moratorium Ordinance

John Weaver reviewed the revised Rezoning Moratorium Ordinance (attached as schedule B).

Larry McCullough moved to recommend favorably to full Council. Seconded by Jack Estridge. Passed 3-0.

Councilman McCullough requested timelines to be included in the agenda summary when it comes before Council for 1st Reading.

Verbal update regarding the Animal Shelter

Jeff Catoe announced that the Animal Shelter is now under his division. He also noted that the cat facility is under construction.

Appointments to the Storm Water Advisory Board

Steve Willis reported that the MS4 Plan calls for an Advisory Board with three citizen appointees. The remaining members consist of staff members, the Public Services Director, County Engineer and Zoning Official. The proposed appointees are residents of the areas and are listed as follows:

- Jon Hardy
- Ted Hoover
- Ben Levine

Larry McCullough moved to recommend favorably the Advisory Board Members as proposed. Seconded by Jack Estridge. Passed 3-0.

Annual DHEC Grants for waste oil and tires

Steve Willis noted that the annual South Carolina Department of Health and Environmental Control (DHEC) grants have been awarded to Lancaster County. The grant documents were included in the Committee package for information only.

Adjournment

Larry McCullough moved to adjourn. Seconded by Jack Estridge. Passed 3-0.

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Respectfully Submitted:

Approved by Committee Chair

DRAFT

Debbie C. Hardin
Clerk to Council

Larry Honeycutt, Committee Chair

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Jeff Catoe (Lancaster County) / Jack Estridge (County Council)

Department: Solid Waste Recycling

Date Requested to be on Agenda: August 9, 2016

Issue for Consideration:

Approve placement of clothing bins for Operation Rudolph on a trial basis at various Lancaster County recycling centers.

Points to Consider:

Placement of bins could lead to other requests from agencies for similar requests. Sites are too small to accommodate.

Funding and Liability Factors:

Funding and liability factors solely the responsibility of Operation Rudolph.

Lancaster County Risk Management will need to approve placement of bins and necessary insurance information.

Council Options:

- 1) Approve or deny package as presented
- 2) Approve the following sites effective until December 31, 2017 (Kershaw, Heath Springs, Erwin Farm).
Staff can evaluate program with Operation Rudolph July 1 and discuss completing trial period at additional cans.

Recommendation:

Staff recommends a trial basis through December 31, 2017 at 3 sites (Council Option 2).

Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Jack Estridge
Department:	Council
Date Requested to be on Agenda:	August I&R Meeting August 22, 2016 Council meeting

Issue for Consideration:

Request for use of vacant county space by Kershaw Community Park Council (KCPC).

Points to Consider:

Previously the Town of Kershaw had been allowing the KCPC to utilize office space the town owned. That space is being withdrawn so that the town can make needed renovations to the building (old library).

The KCPC has requested to utilize vacant office space in the Kershaw Government Complex. The space was formerly occupied by York TECH.

The request from KCPC is attached.

Funding and Liability Factors:

If Council decides to move forward on this I would recommend a no cost short-term lease of office space until the town space can be renovated.

KCPC would need to comply with our insurance requirements.

Council Options:

Approve or reject a lease to KCPC with terms to be recommended by the I&R Committee.

Staff Recommendation:

In order to assist the Town of Kershaw provide a no-cost lease for a term not to exceed two years with a proviso that once the Town completes renovations the KCPC will return to town space within ninety (90) days.

Committee Recommendation:

To be determined.

Steve Willis

From: Steve Willis
Sent: Saturday, July 23, 2016 8:55 AM
To: Mitch Lucas
Subject: Fwd: KCPC (Kershaw Community Park Council) office space

Mitch,

Sometime next week I need to give you a call about the Kershaw Community Park Council. As you can see from the e-mail string below they want to use some space at the Kershaw Government Center. That is not a problem but the timing may be. My main question is would the Town request the space and then what you do with it is up to the Town? The potential downside is if something happens there now the Town has been drug into the issue as the landlord; not sure there is enough interest for that.

Will call next week; have a good weekend,
Steve

Sent from my iPhone
Steve Willis

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NOTICE: All email correspondence to and from this address may be subject to public disclosure under the SC Freedom of Information Act.

Begin forwarded message:

From: Steve Willis <swillis@lanastercountysc.net>
Date: July 21, 2016 at 18:21:57 EDT
To: 'Jack Estridge' <jackestridge@yahoo.com>
Subject: RE: KCPC (Kershaw Community Park Council) office space

Councilman,

When Ernie and I spoke the other day I thought this group was affiliated with the Town of Kershaw since they do the work for Stevens Park. Since they are a 501C group we would have to go through 3 readings of an ordinance and a public hearing to lease space to them for \$1 like we did for Red Cross at the EOC and what I presume they did for HOPE years ago. We have to do the HOPE lease renewals by ordinance. If this would be OK with you and the group I could check with Mitch and see if the town wanted the office space. Another government entity using the space is something I can

just approve with a single notice to Council. Who the Town lets use the space is up to them.

Either method will work; one is just quicker and easier than the other as the ordinance would mean we couldn't wrap everything up for a few months. This would go to the August I&R meeting with ordinance readings in late August and the two September meetings.

Just let me know which way you want me to proceed. Ernie said the group will soon be homeless since they are closing down the old library.

Thanks,
Steve

From: Jack Estridge [<mailto:jackestrIDGE@yahoo.com>]
Sent: Thursday, July 21, 2016 3:10 PM
To: Steve Willis
Cc: Ernie Green; kershawpark@gmail.com; bevtim@windstream.net
Subject: Re: KCPC (Kershaw Community Park Council) office space

Steve,
Beverly Timmons called me this morning and explained the situation they were in (KCPC). Read her request in the email that follows.
She is asking to use the vacant office space in the complex building (Fork Hill Rd). I would like to see this space used by Kershaw Community Park Council. However I understand it would be a decision for council. If you have any more questions please get in touch with Beverly.

Is there anything more that they need or have to do to help make this happen? If not, then I would like for you to bring this to council as a discussion/action item for our consideration and approval at the August 8th council meeting.

Thanks,
Jack Estridge

From: Beverly Timmons <bevtim@windstream.net>
To: jackestrIDGE@yahoo.com
Cc: Ernie Green <egreen@yorktech.com>; kershawpark@gmail.com
Sent: Thursday, July 21, 2016 2:35 PM
Subject: KCPC (Kershaw Community Park Council) office space

Good afternoon Jack,

Thank you for returning my phone call this morning and for assisting us with this need. The KCPC is an official Non-Profit organization, chartered by the State of SC,

that has been operating out of the Kershaw Memorial Library Building office space. (formerly used by Rep. Jimmy Neal). The Town has provided the space for us at no cost. Due to needed repairs on the building, the Town is closing the building as of September 1st and we are in need of new office space. Ernie Green is of course, very familiar with the office space that was used by York Tech in the County Building on Fork Hill Road in Kershaw. Currently, that office space is empty and there are no plans for any other groups to use that space. Ernie has checked with other agencies who potentially might use that space and they all said they were not in need of it. The size and location would be perfect for our organization to house its' operations. We would appreciate it if the County Council would approve the use of that office space for the KCPC.

Just to give you more information, the Mission of the KCPC is "To Promote the Development and Revitalization of Stevens Park". Stevens Park is an 18.6 acre wooded and recreational area owned by the Town of Kershaw. Our Vision is "A Full Park Every Day". We became formally organized in 2009 and became an official 501c3 organization in Jan of 2012, after beginning our project with the building of a historical children's playground in the park during the summer of 2008. We are a community minded organization and we are committed to providing good opportunities for health, fitness, outdoor education and recreation for individuals, children and adults, and families for the southern end of Lancaster County and the surrounding areas.

We employ one very part time administrative personnel, and have all our own furniture and office equipment. We just need a space from which to work. We have been, and are currently actively promoting and pursuing our dream for this amazing park acreage. We have had the support of so many in the community, including individuals, businesses and local corporations, and have put much grant funded money to good use in rebuilding the park and providing opportunities for its use by everyone. Our volunteer Board of Directors is very active and contributes volunteer labor and funds. We have and continue to receive support from the Town of Kershaw in this revitalization mission.

Please let me know if you have any questions. We very much appreciate your assistance in bringing our need and request to the Council Membership. We need to have space to move into prior to September 1st.

Thank you sincerely,
Beverly Timmons
President, KCPC Board of Directors

Office: 803 475-9664
Home: 803-475-6767
Mobile: 803 427-4743

(Space above this line for recording use)

STATE OF SOUTH CAROLINA)	FIRST AMENDMENT TO THE
)	DEVELOPMENT AGREEMENT
COUNTY OF LANCASTER)	FOR BRETAGNE – PHASES 1, 2 AND 3

This **FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR BRETAGNE – PHASES 1, 2 AND 3** (“First Amendment”) is made and entered into as of the ____ day of _____ 2016, by and between **BRETAGNE HOLDINGS, LLC** (“Developer”), a South Carolina limited liability company, and the **COUNTY OF LANCASTER** (the “County”), a political subdivision of the State of South Carolina.

WHEREAS, the Development Agreement dated June 4, 2007 for the Bretagne development was entered into by Bretagne Development Group, LLC, Linda S. Rowland, Blanche Carrouth, Arnold E. Carrouth, and Lancaster County (the “Development Agreement”). The Development Agreement is recorded in the records of the Lancaster County Register of Deeds in Deed Book 403, Pages 100-135;

WHEREAS, the Property subject to the Development Agreement originally consisted of 302.22 acres, more or less, and the development of the Property was divided into phases, identified as Phases 1 through 7;

WHEREAS, for purposes of Phases 1, 2 and 3, Developer is the successor to Bretagne Development Group, LLC who was the original developer of the Property but who ceased development and is no longer the developer or owner of any phase of the Property;

WHEREAS, even though all of the individual lots in Phases 1, 2 and 3 were sold, the original developer failed to construct most of the infrastructure improvements;

WHEREAS, the property owners association for the lot owners in Phases 1, 2 and 3 engaged Developer to complete construction of the infrastructure improvements to enable use of the lots in Phases 1, 2 and 3 and County agrees that allowing Developer to complete such construction is in the best interest of all parties involved;

WHEREAS, Developer seeks to amend the Development Agreement as it relates to Phases 1, 2 and 3 so as to allow completion of those phases with an aggregate of One Hundred Forty-Nine (149) lots and One Hundred Fifty-Three and a half (153.5) acres, more or less, located in the County and generally known as Phases 1, 2 and 3 of the Bretagne development; and

WHEREAS, Phases 4, 5 and 6 were removed from the Development Agreement by virtue of the circuit court's order in the foreclosure action identified as Wachovia Bank, National Association versus Bretagne Development Group, LLC, *et al*, Case No. 2009-CP-29-621;

WHEREAS, Developer and County do not intend for this First Amendment to modify or otherwise terminate the Development Agreement as such relates to Phase 7 of the Bretagne development. Developer and County intend for Phase 7 to continue to be subject to the original Development Agreement and for this First Amendment to apply only to Phases 1, 2 and 3;

WHEREAS, Section 5.02 of the Development Agreement provides that amendments to the Development Agreement must be in writing and, for the amendment to be effective, it must be signed by the party against whom the amendment is sought to be enforced; and

WHEREAS, upon approval and execution of this First Amendment, Developer and County will execute an Amended and Restated Development Agreement applicable to Phases 1, 2 and 3 of the Bretagne development (and not applicable to Phase 7 of the Bretagne development), and the Amended and Restated Development Agreement will set forth in one document the Development Agreement as amended by the First Amendment and it will be applicable only to Phases 1, 2 and 3 of the Bretagne development.

NOW THEREFORE, Developer and County hereby agree to amend the Development Agreement as it relates to Phases 1, 2 and 3 of the Bretagne development and as set forth herein:

Section 1. The above recitals are incorporated in this First Amendment as if the recitals were set out in this First Amendment in their entirety.

Section 2. The opening paragraph of the Development Agreement is amended to read:

/This AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the "Agreement"), applicable to Phases 1, 2 and 3 of the Bretagne development, is made and entered into as of the __ day of ____, 2016, by and between BRETAGNE HOLDINGS, LLC ("Developer"), a South Carolina limited liability company, and the COUNTY OF LANCASTER (the "County"), a political subdivision of the State of South Carolina./

Section 3. The first recital of the Development Agreement is amended to read:

/WHEREAS, Developer is developing certain real property, consisting of one hundred fifty-three and one-half (153.50) acres, more or less, located in the County and known as Phases 1, 2 and 3

of the Bretagne development and presently zoned R-15 Moderate Density Residential/Agricultural District; /

Section 4. The definitions in Section 1.02 of the Development Agreement for “Agreement”, “Carrouth”, “Developer”, “Owners”, “Parties” and “Rowland” are amended to read and definitions for “First Amendment” and “Ordinance No. 2016-____” are added:

/(2) ‘Agreement’ means this Development Agreement between County and Developer, as it relates to the development of Phases 1, 2 and 3 and as amended by the First Amendment.

(3) Reserved.

(6) ‘Developer’ means Bretagne Holdings, LLC, a South Carolina limited liability company, as successor developer, and its successors in title to the Property who undertake Development of the Property.

(7A) ‘First Amendment’ means the First Amendment to the Development Agreement approved by passage of Ordinance No. 2016-____.

(10A) ‘Ordinance No. 2016-____’ means Ordinance No. 2016-____ of the County approving the First Amendment.

(11) Reserved.

(12) ‘Parties’ means County and Developer.

(14) Reserved./

Section 5. Section 1.03 of the Development Agreement, relating to Parties, is amended to read:

/The parties to this Agreement are County and Developer./

Section 6. Section 1.04 of the Development, relating to Property, is amended to read:

/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 Phases 1, 2 and 3 of the Bretagne development./

Section 7. Section 1.06(A) of the Development Agreement, relating to Permitted Uses, is amended to read:

/The development uses permitted on the Property shall be limited to those shown on the attached Exhibit B and Exhibit F, more specifically being one hundred forty-nine (149) single-family residential lots. Density is limited to one hundred forty-nine (149) dwelling units. Developer may reduce density, provided that the reduction is evidenced in a writing submitted to the County. Building heights are limited to typical residential building heights otherwise permitted by the UDO. Other terms and conditions of the development of the Property are set forth on Exhibit B./

Section 8. Section 1.06(C) of the Development Agreement, relating to Permitted Uses and the Overall Development Plan, is amended to read:

/The Overall Development Plan for the Development is attached hereto as Exhibit F and is incorporated herein by reference. All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the requirements of the UDO apply. Final plats were approved for Phases 1, 2 and 3 of the Property and are hereby ratified with the final plats being: (i) "Phase 1, Estates Bretagne Subdivision" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 15, 2007, recorded June 18, 2007, in Plat Book 2007, Pages 684-686, Office of the Register of Deeds for Lancaster County, South Carolina; (ii) "Villages Phase 2, Bretagne Subdivision" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in Plat Book 2007, Page 651, Office of the Register of Deeds for Lancaster County, South Carolina; and (iii) "Villages Phase 3 Bretagne Subdivisions" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in Plat Book 2007, Pages 649-650, Office of the Register of Deeds for Lancaster County, South Carolina./

Section 9. Section 1.09(D) of the Development Agreement, relating to Burdens and Benefits and the development of Phase 7 of the Bretagne development, is deleted.

Section 10. Section 1.10 of the Development Agreement, relating to Term, is amended to read:

/The term of this Agreement commences on the date this Agreement is executed by the Parties and terminates on June 3, 2026./

Section 11. Section 2.02 of the Development Agreement is amended to read:

/(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 fifty-three and one-half (153.5) acres.

(B) Developer represents that it is the only legal and equitable owner of the roads and common areas of the Property set forth in Exhibit A, but not the lots sold for single family residential dwelling units./

Section 12. Section 4.02 of the Development Agreement, relating to Payment to Lancaster County, is amended to read:

/(A) Developer agrees to pay to the County for the benefit of the Lancaster County School District FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) at the time an application for a building permit is made for each residential dwelling unit authorized in Section 1.06 (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.

(B) Developer agrees to pay to the County ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) at the time an application for a building permit is made for each residential dwelling unit authorized in Section 1.06 (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./

Section 13. Section 4.06 of the Development Agreement, relating to Library Books, is amended to read:

/Reserved./

Section 14. The Development Agreement is amended by adding immediately following Section 4.06:

/Section 4.06A. Carolina Thread Trail. (A) Developer agrees to grant to the County an easement along or near Sugar Creek in the common open space area of Phase 1 of the Property (the "Easement"). The Easement would be fifty feet (50') wide, with the exception of portions of the Easement that are adjacent to lots, wetlands, water quality and detention ponds, and grading obstacles, which areas would be not less than twenty-five (25') wide. The Easement would be used only for the purpose of a public trail that may be a part of the Carolina Thread Trail. The instrument granting the Easement would include appropriate restrictions on the use of the Easement to ensure that it will be used for public trail purposes and be on such terms as reasonably approved by Developer.

(B) The Developer agrees to submit a survey of the Easement and a draft of the granting instrument to the County Administrator for approval prior to the granting and recording of the Easement. The approval of the County Administrator shall not be unreasonably withheld. The survey of the Easement and draft of the granting instrument is deemed approved unless a written objection is made by the County Administrator within thirty (30) days of submission of the survey and granting instrument.

(C) Developer is responsible for the costs and expenses of granting the Easement./

Section 15. Section 5.01 of the Development Agreement, relating to Notices, is amended to read:

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

With Copy to (which shall not constitute notice):
County of Lancaster
Attn: County Attorney
101 N. Main St. (29720)
P.O. Box 1809 (29721)
Lancaster, SC

And to Developer: Bretagne Holdings, LLC
P.O. Box 49244
Charlotte, NC 28277

With Copy to (which shall not constitute notice):
Spencer & Spencer, PA
Attn: W. Chaplin Spencer, Jr., Esq.
226 E. Main Street
P.O. Box 790
Rock Hill, SC 29731/

Section 16. Section 5.02(B) of the Development Agreement, relating to Amendments, is amended to read:

/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./

Section 17. Section 5.03 of the Development Agreement, relating to Periodic Reviews, is amended to read:

/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 the 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 18. Exhibit A to the Development Agreement, relating to Property, is amended to read:

/Exhibit A
Property

Phase 1 (Tract 1)

All those certain tracts, parcels or lots of land including streets and common areas, in Lancaster County, South Carolina, being shown on that certain plat entitled "Phase 1, Estates Bretagne Subdivision" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 15, 2007, recorded June 18, 2007, in Plat Book 2007, Pages 684-686, Office of the Register of Deeds for Lancaster County, South Carolina, reference to which plat is hereby made for a more particular description of such lots.

Phase 2 (Tract 2)

All those certain tracts, parcels or lots of land including streets and common areas, in Lancaster County, South Carolina, being shown on that certain plat entitled "Villages Phase 2, Bretagne

Subdivision” prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in Plat Book 2007, Page 651, Office of the Register of Deeds for Lancaster County, South Carolina, reference to which plat is hereby made for a more particular description of such lots.

Phase 3 (Tract 3)

All those certain tracts, parcels or lots of land including streets and common areas, in Lancaster County, South Carolina, being shown on that certain plat entitled “Villages Phase 3 Bretagne Subdivisions” prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in **Plat Book 2007, Pages 649-650**, Office of the Register of Deeds for Lancaster County, South Carolina, reference to which plat is hereby made for a more particular description of such lots./

Section 19. A. The Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended by adding at the end:

/Any roads or conditions solely applicable to real property located outside of the Property shall not be applicable to Phases 1, 2 and 3 of the Bretagne development. Road letter designations set forth above are amended and replaced with the correlating road names set forth on Exhibit F, as replaced and updated./

B. The Density and Acreage Information portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/Density and Acreage Information

- The total number acres used to calculate density is 153.499.
- The overall density for the Bretagne development is .97 units per acre./

Section 20. Exhibit C to the Development Agreement, relating to Development Schedule, is amended to read:

**/Exhibit C
Development Schedule**

<u>Calendar Year</u>		Units Commenced/Completed
<u>Beginning January 1</u>		<u>Single Family Units</u>
2017	2018	25
2018	2019	50
2019	2020	25
2020	2021	25

2021

2022

24/

Section 21. Paragraph (A) of Exhibit D to the Development Agreement, relating to Required Information, is amended to read:

/(A) a legal description of the property subject to the agreement and the names of the property's legal and equitable owners. The legal description of the Property is set forth in Exhibit A. Developer is the legal and equitable owner of the roads and common areas, but not the lots sold for single family residential dwelling units./

Section 22. Exhibit E of the Development Agreement, relating to Laws and Land Development Regulations, is amended to read:

/Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 812, zoning the Property R-15 Moderate Density Residential/Agricultural District.
2. Ordinance No. 813, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of May 22, 2006. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of May 22, 2006. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.
6. Ordinance No. 2016-____ approving the First Amendment to this Development Agreement./

Section 23. Exhibit F of the Development Agreement, relating to Overall Development Plan, is amended by replacing and updating the original Exhibit F with Exhibit F, attached hereto and incorporated herein as if the exhibit were set in this First Amendment in its entirety.

Section 24. Developer agrees to record this First Amendment with the Lancaster County Register of Deeds within fourteen (14) days of the execution of this First Amendment.

Section 25. (A) Developer and County agree that the County Administrator is authorized to publish an Amended and Restated Development Agreement based on the Development Agreement as originally executed and recorded as amended by this First Amendment (the "Amended and Restated Development Agreement"). County and Developer agree to cooperate with the execution of the Amended and Restated Development Agreement. The Amended and Restated Development Agreement applies to Phases 1, 2 and 3 of the Bretagne development.

(B) Upon execution of this First Amendment by the parties to it, the Development Agreement applicable to Phases 1, 2 and 3 of the Bretagne development consists of the Development Agreement as originally executed and recorded, as amended by this First Amendment.

Section 26. This First Amendment 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 27. This First Amendment is effective upon its execution.

SIGNATURES FOLLOW ON NEXT PAGE.

WITNESS our Hands and Seals this ____ day of _____, 2016.

WITNESSES:

Bretagne Holdings, LLC,
a South Carolina limited liability company

BY: _____

ITS:

DATE: _____, 2016

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 Bretagne Holdings, 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 _____, 2016.

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

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY OF LANCASTER,
SOUTH CAROLINA

BY: _____

Steve Willis

ITS: County Administrator

DATE: _____, 2016

STATE OF SOUTH CAROLINA)

)

PROBATE

COUNTY OF LANCASTER)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named County of Lancaster, South Carolina, 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.

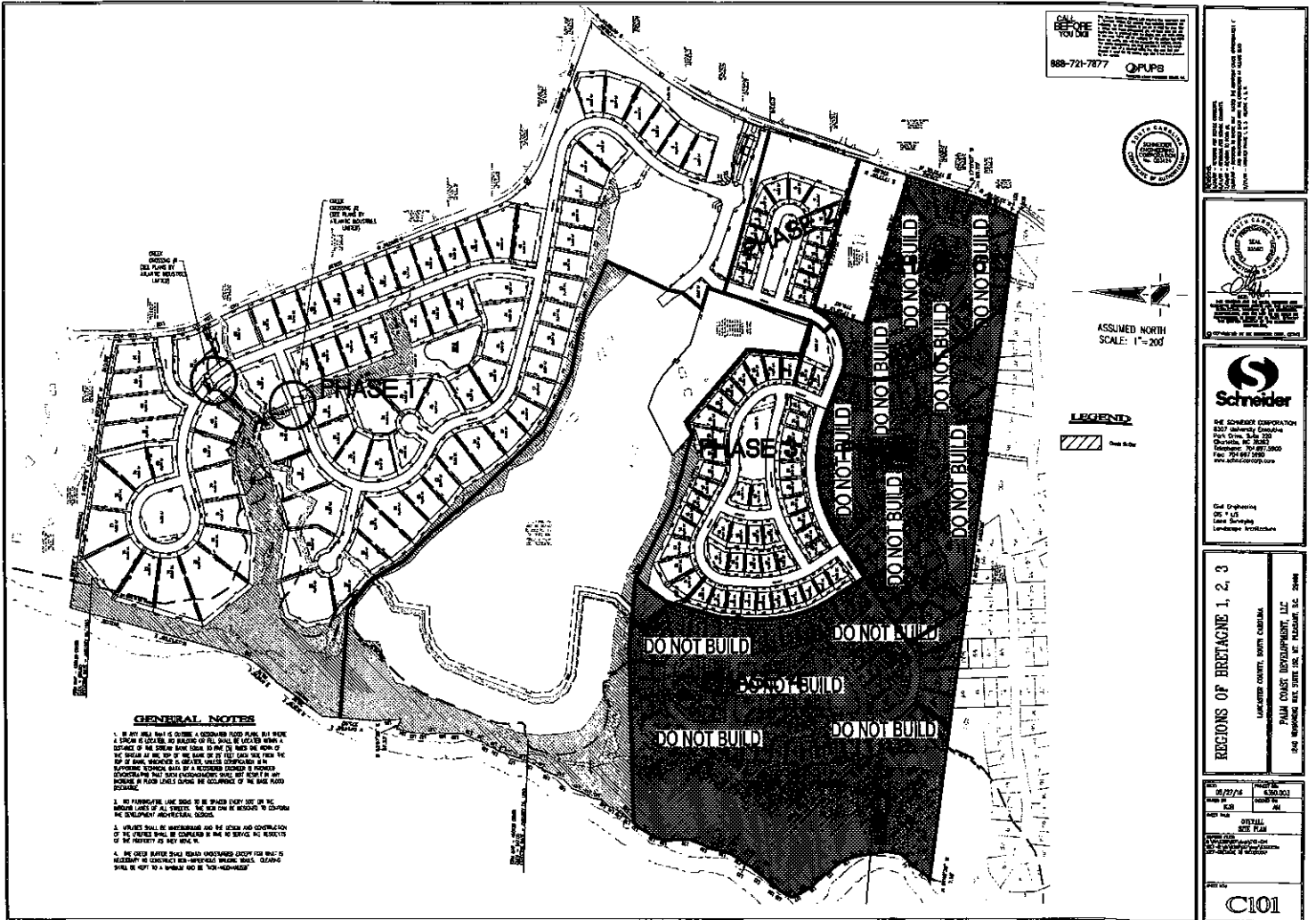
First Witness Signs Again Here

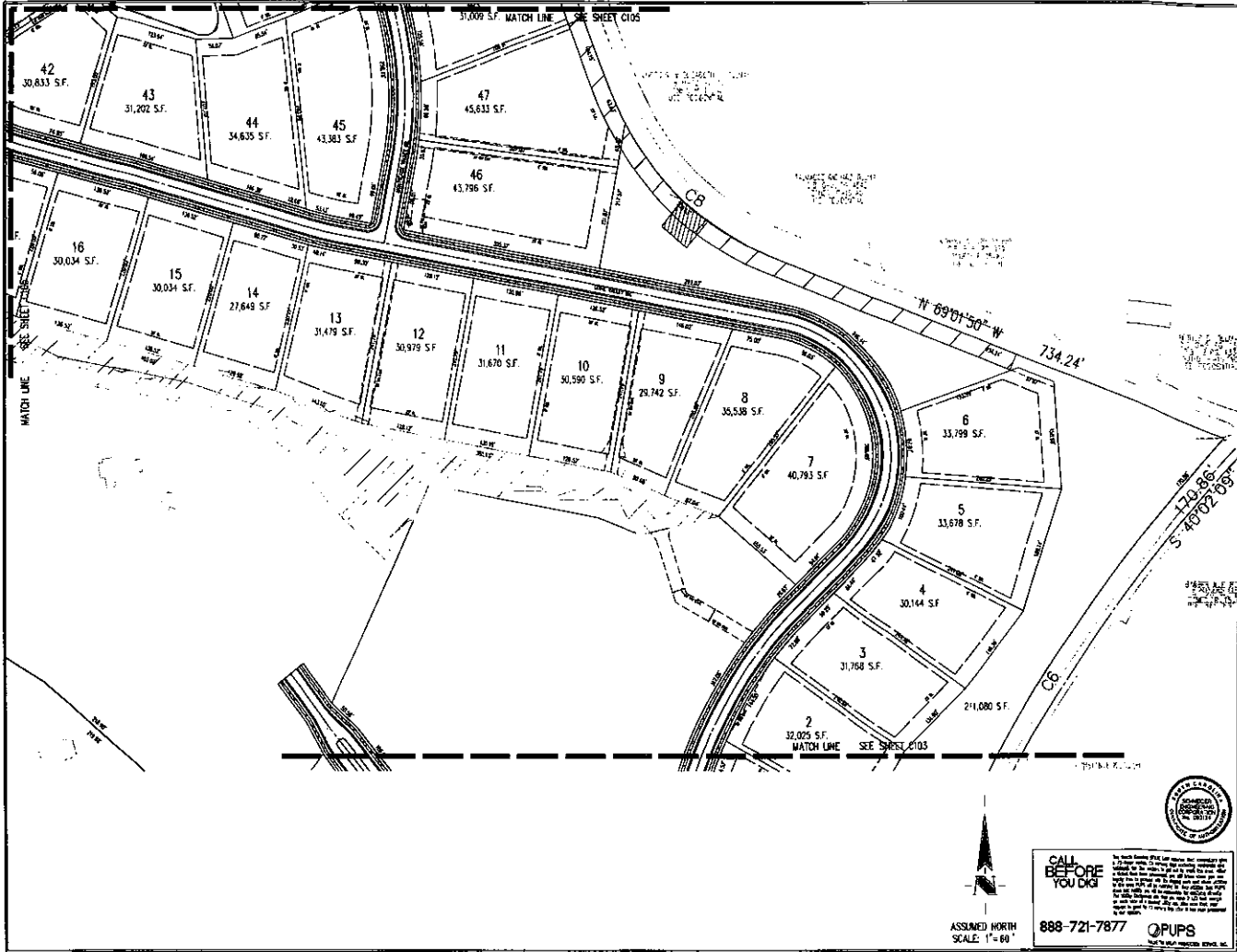
Seal

SWORN to before me this
_____ day of _____, 2016.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.





THIS PLAN IS A PRELIMINARY PLAN. IT IS NOT TO BE USED FOR CONSTRUCTION. IT IS TO BE USED FOR INFORMATIONAL PURPOSES ONLY. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE PREPARATION OF THIS PLAN AND DOES NOT EXTEND TO THE ACCURACY OF THE DATA PROVIDED BY THE OWNER OR THE RESULTS OF ANY FIELD SURVEYING OR TESTING. THE ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY THAT MAY RESULT FROM THE USE OF THIS PLAN.

Schneider
 INC. SCHNEIDER CORPORATION
 800 University Parkway
 Fort Worth, Texas 76107
 Telephone: (817) 338-2000
 Fax: (817) 338-2000
 www.schneidercorp.com

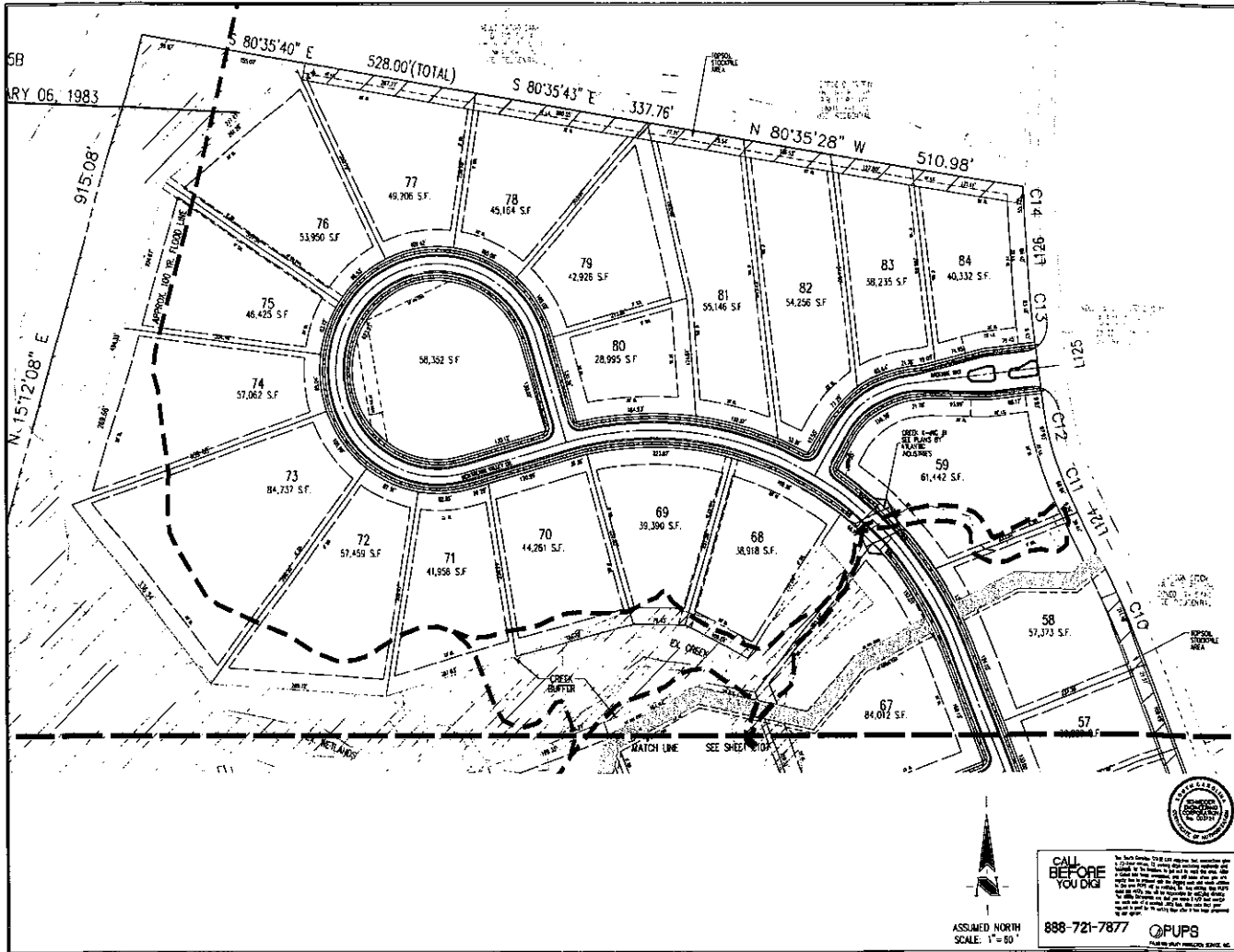
Civil Engineering
 DE - LMS
 Land Surveying
 Landscape Architecture

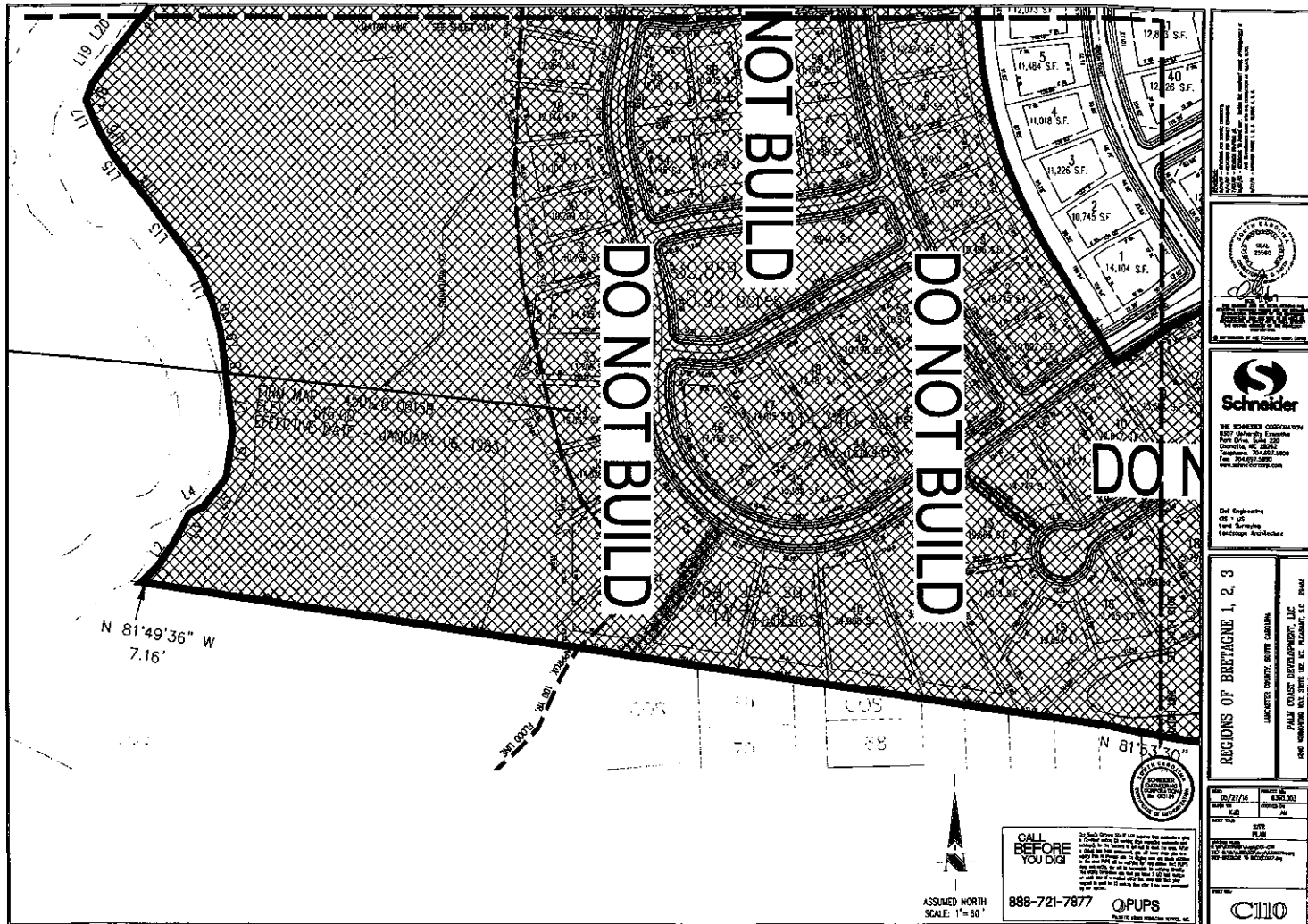
REGIONS OF BRETAGNE 1, 2, 3
 LACROIX COUNTY, SANTA CRUZ
 PALM COAST DEVELOPMENT, LLC
 1000 WINDING WAY, SUITE 100, PALM COAST, FL 32909

DATE	10/27/16	PROJECT NO.	1600-000
DATE	1/16	ISSUED BY	ME
DATE	1/16	DATE	1/16
DATE	1/16	DATE	1/16

888-721-7877 QPUPS

C104





Schneider
THE SCHNEIDER CORPORATION
8000 Highway 100
Suite 200
Charlotte, NC 28226
Tel: 704.267.1800
Fax: 704.267.1801
www.schneidercorp.com

Regions of Bretagne 1, 2, 3
LAKESIDE TRACT, BUTTE CAROLINA
PLAT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 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Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

Fax (803) 285-6007

LANCASTER COUNTY PLANNING COMMISSION

REPORT TO COUNTY COUNCIL

DEVELOPMENT AGREEMENT – Bretagne Holdings, LLC (Bretagne Amendment)

Pursuant to Sections 23.5d and 23.5e of the Unified Development Ordinance of Lancaster County, the Planning Commission has reviewed as received from Bretagne Holdings, LLC the proposed Development Agreement – Bretagne (Amendment)

At its meeting on Tuesday, July 16, 2016, the Planning Commission conducted a public hearing on the proposed Development Agreement – Bretagne Holdings, LLC (Bretagne Amendment). In addition, by a 7-0 vote, the Planning Commission voted to recommend to County Council approval of the Development Agreement – Bretagne Holdings, LLC (Bretagne Amendment) with the following conditions:

1. To approve with the Carolina Thread Trail to be included in Phase 1, since the County has an easement in the original Phase 4, 5, and 6, which is now known as the Estates at Audubon Lake subdivision.
2. To request that the attorneys try to make Bretagne Phases 1-3 a stand alone document and separate it completely from Phase 4, 5, 6, and 7.

Respectfully submitted,



Charles Keith Deese

Chair, Lancaster County Planning Commission

Planning Staff Report: Development Agreement Amendment for Bretagne

I. Facts

A. General Information

The purpose of the public hearing is to receive public comment on the proposed amendment to the Development Agreement for Bretagne between Lancaster County, South Carolina and Bretagne Holdings, LLC. The property subject to the Bretagne Development Agreement amendment is approximately 153.5 acres and is located off of Barberville Road.

The amendment updates the name of the developer and parties to the Development Agreement (Bretagne), extends the term, reduces the number of single-family lots, provides for an easement for the Carolina Thread Trail, amends the amount of monies due at the time an application for a building permit is made, removes certain properties, and updates the exhibits. The primary development use approved for the property is single-family residential dwelling units.

A development agreement is an agreement between the developer and the County. This development agreement needs to comply with the state and local requirements for development agreements. The state requirements and Ordinance #663, which establishes the county's requirements for a development agreement, are also attached.

TEXT:

See Attached Document – Exhibit 3-Amendment of Bretagne Development Agreement

II. Findings

On June 10, 2016, the Planning Department received the attached amendment to the Development Agreement for Bretagne from Debbie Hardin, County Clerk. The Administrative Assistant, Judy Barrineau emailed the document to the Lancaster County Planning Commissioners. On June 14, 2016, the Planning Department sent out a memo with the attached development agreement amendment document for Bretagne to the following department heads: Clay Catoe, EMS Director; Darren Player, Emergency Management/Fire Service Director; Kenneth Cauthen, Zoning Administrator; Jeff Catoe, Public Works Director; Steve Yeargin, Building Official; Hal Hiott, Parks and Recreation, and Steve Willis, County Administrator. Please see Exhibit 4.

Exhibits:

- 1) Property Location
- 2) Development Agreement Process

- 3) Proposed Development Agreement
- 4) Comments from Department Heads
- 5) Supplemental Documents: Original Development Agreement and other documents

III. Recommendation of Planning Staff

It is the recommendation of the planning staff that the above development agreement be approved based on the suggestions from the various staff comments. The Bretagne Development Agreement amendment needs to be clear on what Phases of the project is included in this amendment.

The Planning Commission will review the current text and make a recommendation to the Bretagne Development Agreement Amendment. Then the recommendations of the Planning Commission are submitted to the Development Agreement Committee for its consideration. The Development Agreement Committee shall submit a report on the proposed agreement to Council, taking into consideration all relevant information. Upon receipt of the report from the Development Agreement Committee, Council takes such action as it deems appropriate. Action Council may take, includes, but is not limited to, no action or passage of an ordinance approving the proposed agreement.

Property Location Map



Lancaster County
South Carolina

Disclaimer:
Lancaster County makes no guarantee, expressed or implied, regarding the accuracy of this information. The County is not responsible for any errors or omissions in this information. The County is not responsible for any damages, including consequential damages, arising from the use of this information. The County is not responsible for any delays or interruptions in the provision of this information.

0 375 750 1,500 Feet

Development Agreement Process

1. Developers seeking to rezone property containing twenty-five (25) acres or more should be advised that it is Council's practice for a development agreement to be agreed to for that property.
2. Developers should be prepared to submit a proposed development agreement that conforms to the requirements of the Development Agreement Ordinance for Lancaster County, South Carolina (Ordinance No. 663; UDO, Chapter 23). Word versions of recent development agreements are available from the County Attorney.
3. The proposed development agreement, including map, project description, and required items, are submitted by the developer to the Clerk to Council. 663: Sec. 5(A); UDO: 23.5a.
4. The Clerk to Council sends the proposed development agreement to Council, Planning Commission, Planning Department Director, Administrator and County Attorney. 663: Sec. 5; UDO: 23.5.
5. The Clerk to Council is responsible for ensuring compliance with the notice requirements applicable to the consideration of development agreements.¹ 663: Sec. 5(E); UDO: 23.5e.
6. The Planning Director reviews the documents, consulting with the County Attorney as needed, and staff (such as Fire, EMS, Public Works, Zoning and Planning) to develop a report on the proposed development agreement for use by the Planning Commission and Development Agreement Committee. 663: Sec. 5(C)(2); UDO: 23.5c2.
7. The Planning Commission reviews the proposed development agreement as received from the developer, conducts a public hearing and makes recommendations, if any, to the Development Agreement Committee and Council. 663: Sec. 5(D); UDO: 23.5d.
8. The Development Agreement Committee meets as needed to review the proposed development agreement, the Planning Director's report, the recommendations of the Planning Commission and any other information the committee considers relevant. Through staff, the Development Agreement Committee negotiates with the developer on any aspect of the proposed development agreement. 663: Sec. 5(C); UDO: 23.5c.
9. The Development Agreement Committee shall submit a report on the proposed development agreement to Council, taking into consideration all relevant information. 663: Sec. 5(C); UDO: 23.5c.
10. Upon receipt of the report from the Development Agreement Committee, Council takes such action as it deems appropriate. Action Council may take, includes, but is not limited to, no action or passage of an ordinance approving the proposed agreement. 663: Sec. 5(F); UDO: 23.5f.

¹ Section 5(E) of Ordinance No. 663 provides for two public hearings on the proposed development agreement, one of which will be held by the Planning Commission and the second by the Council. Not less than fifteen (15) days' notice of the time and place of each hearing shall be published in at least one newspaper of general circulation in the county. The notices published for the public hearings must include the information required to be published by Section 6-31-50(B) of the Local Government Development Agreement Act which provides that:

- (A) Before entering into a development agreement, a local government shall conduct at least two public hearings. At the option of the governing body, the public hearing may be held by the local planning commission.
- (B)(1) Notice of intent to consider a development agreement must be advertised in a newspaper of general circulation in the county where the local government is located. If more than one hearing is to be held, the day, time, and place at which the second public hearing will be held must be announced at the first public hearing.
- (2) The notice must specify the location of the property subject to the development agreement, the development uses proposed on the property, and must specify a place where a copy of the proposed development agreement can be obtained.



Lancaster County

Memo

To: Members of Lancaster County Council
Members of the Lancaster County Planning Commission
Penelope Karagounis, Planning Director and Staff Liaison for the Planning Commission
Judy Barrineau, Clerk to the Planning Commission
Steve Willis, County Administrator
John Weaver, County Attorney

(Via Hand Delivery and Email)

From: Debbie C. Hardin, Clerk to Council

Date: ~~July 12, 2016~~

Re: Proposed First Amendment to the Development Agreement for Bretagne

On June 8, 2016, I received the attached First Amendment to the Development Agreement for the above referenced.

As per Ordinance 663 regarding the procedures and requirements for consideration of and entering into development agreements, I am forwarding a copy to the Planning Director for staff review and Planning Commission for their review so that recommendations can be made to the Infrastructure and Regulations Committee.

If you have any questions or concerns, please do not hesitate to contact me.

Thank you

SPENCER & SPENCER
PROFESSIONAL ASSOCIATION

Attorneys and Counselors at Law

C.E. SPENCER (1849-1921)
C.W.F. SPENCER (1876-1956)
C.W.F. SPENCER, JR. (1911-1985)
EMIL W. WALD (1934-2011)
W.C. SPENCER †
WILLIAM L. "RED" FERGUSON †
PAUL W. DILLINGHAM
W. MARK WHITE*
W. CHAPLIN SPENCER, JR.*
R. ALEXANDER SULLIVAN*
R. BRENT THOMPkins*
JEREMY D. MELVILLE*

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SUITE 200
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803-327-7191

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803-327-3868

E-Mail Address
chaplinspencer@spencerfirm.com

Website
www.spencerfirm.com

June 8, 2016

Via U.S. Mail and E-mail (dhardin@lanastercountysc.net)

Debbie Hardin, Clerk to Council
Lancaster County Council
P. O. Box 1809
Lancaster, SC 29721

Re: First Amendment to the Development Agreement
for Bretagne

Dear Ms. Hardin:

Enclosed please find the draft First Amendment to Development Agreement along with Exhibits A-F. Bretagne has met with Lancaster County representatives in order to make this process go as smooth as possible. We respectfully request that you commence the scheduling for the amendment as soon as possible.

It is our hope and desire to commence redevelopment in the near future. This will demonstrate positive growth in the area and significantly increase the tax base from vacant lots to residential houses valued in excess of \$500,000. This development will also facilitate development north of the site by providing Lancaster County Water and Sewer District with a gravity line and additional easements to serve future growth.

I look forward to hearing back from you.

Yours very truly,

SPENCER & SPENCER, P.A.



W. Chaplin Spencer, Jr.

Enclosures

00122880.1

Debbie Hardin
June 8, 2016
Page 2

cc: Emily Barry, Bretagne HOA President
Penelope Karagounis
John Weaver, Esq.
Mike Ey, Esq.

(Space above this line for recording use)

STATE OF SOUTH CAROLINA)	FIRST AMENDMENT TO THE
)	DEVELOPMENT AGREEMENT
COUNTY OF LANCASTER)	FOR BRETAGNE

This **FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR BRETAGNE** ("First Amendment") is made and entered into as of the ____ day of 2016, by and between **BRETAGNE HOLDINGS, LLC** ("Developer"), a South Carolina limited liability company, and the **COUNTY OF LANCASTER** (the "County"), a political subdivision of the State of South Carolina.

WHEREAS, the Development Agreement dated June 4, 2007 for the Bretagne development was entered into by Bretagne Development Group, LLC, Linda S. Rowland, Blanche Carrouth, Arnold E. Carrouth, and Lancaster County (the "Development Agreement"). The Development Agreement is recorded in the records of the Lancaster County Register of Deeds in Deed Book 403, Pages 100-135;

WHEREAS, Bretagne Development Group, LLC was the original developer of the Property but ceased development and is no longer the developer or owner of the Property;

WHEREAS, the Property subject to the Development Agreement originally consisted of 302.22 acres, more or less, with Phases 1-7;

WHEREAS, Phases 4, 5 and 6 were removed from the Development Agreement by virtue of the circuit court's order in the foreclosure action identified as Wachovia Bank, National Association versus Bretagne Development Group, LLC, *et al*, Case No. 2009-CP-29-621;

WHEREAS, all of the individual lots in Phases 1-3 were sold but Bretagne Development Group, LLC failed to construct most of the infrastructure improvements;

WHEREAS, the property owners association for the lot owners engaged Developer to complete construction of the infrastructure improvements described herein to enable use of the lots and County agrees that allowing Developer to complete such construction is in the best interest of all parties involved;

WHEREAS, Developer seeks to amend the Development Agreement to allow completion of the Bretagne development now consisting of Phases 1-3 with One Hundred Forty-Nine (149) lots and One Hundred Fifty-Three and a half (153.5) acres, more or less, located in the County and known as the Bretagne; and

WHEREAS, Section 5.02 of the Development Agreement provides that amendments to the Development Agreement must be in writing and, for the amendment to be effective, it must be signed by the party against whom the amendment is sought to be enforced.

NOW THEREFORE, Developer and County hereby agree to amend the Development Agreement as set forth herein.

The above recitals are incorporated in this First Amendment as if the recitals were set out in this First Amendment in their entirety.

Section 1. Section 1.02 the definitions below are amended to read:

(6) "Developer" means Bretagne Holdings, LLC, as successor developer, as its successor in title to the Property who undertake development of the Property.

(12) "Parties" means County and Developer.

Section 2. Section 1.03 of the Development Agreement is amended to read: "The parties to this Agreement are County and Developer."

Section 3. Section 1.06(A) of the Development Agreement is amended to replace in subsection A "four hundred (400) single-family residential lots" with "one hundred forty-nine (149) single-family residential lots."

Section 4. Section 1.06(C) of the Development Agreement amended to read: "The Overall Development Plan for the Development is attached hereto as Exhibit F and incorporated herein by reference. All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the requirements of the UDO apply. Final plats were approved for the Property and are hereby ratified with the final plats being: (i) "Phase 1, Estates Bretagne Subdivision" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 15, 2007, recorded June 18, 2007, in Plat Book 2007, Pages 684-686, Office of the Register of Deeds for Lancaster County, South Carolina; (ii) "Villages Phase 2, Bretagne Subdivision" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in Plat Book 2007, Page 651, Office of the Register of Deeds for Lancaster County, South Carolina; and (iii) "Villages Phase 3 Bretagne Subdivisions" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in Plat Book 2007, Pages 649-650, Office of the Register of Deeds for Lancaster County, South Carolina."

Section 5. Section 1.09(D) of the Development Agreement is deleted.

Section 6. Section 1.10 of the Development Agreement is amended to read: "The term of this Agreement commences on the date this Agreement is executed by the Parties and terminates on June 5, 2022."

Section 7. Section 2.02 of the Development Agreement is amended to read: "Developer represents that the number of acres of highland contained in the Property is twenty-five (25) or more, the same being approximately 153.5 acres. Developer represents that it is the only legal and equitable owner of the roads and common areas (but not the lots as these were sold to individual lot owners) of the Property set forth in Exhibit A."

Section 8. Section 4.02 of the Development Agreement is amended to read: "At the time an application for a building permit is made for each residential dwelling unit authorized in Section 1.06, Developer (or individual lot owners as set forth in Section 1.09(C)) agrees to pay County one thousand five hundred dollars (\$1,500) for each residential dwelling unit to which the building permit would apply. From this \$1,500 payment, \$500 will be allocated for the benefit of Lancaster County School District Number One and \$1,000 will be allocated toward public safety."

Section 9. Section 4.06 Library Books of the Development Agreement is deleted and replaced with the following: "Section 4.06 Carolina Thread Trail. Developer agrees to consider the possible donation to County of an easement along or near Sugar Creek on the Property (the "Easement"). The Easement would be fifty feet (50') wide, with the exception of portions of the Easement that are adjacent to lots, wetlands, water quality and detention ponds, and grading obstacles, which areas would be not less than twenty-five (25') wide. The Easement would be used only for the purpose of a public trail that may be a part of the Carolina Thread Trail. The instrument granting the Easement would include appropriate restrictions on the use of the Easement to ensure that it will be used for a public trail purposes and be on such terms as reasonably approved by Developer."

Section 10. Section 5.01 of the Development Agreement regarding addresses for notices to Developer is amended to read:

And to Developer: Bretagne Holdings, LLC
P.O. Box 49244
Charlotte, NC 28277

With Copy to: Spencer & Spencer, PA
Attn: W. Chaplin Spencer, Jr., Esq.
226 E. Main Street
P.O. Box 790
Rock Hill, SC 29731

Section 11. The Development Agreement is amended by replacing and updating each exhibit (Exhibits A-F) with Exhibits A-F as attached hereto.

Section 12. Developer agrees to record this First Amendment with the County Register of Deeds within fourteen (14) days of the execution of this First Amendment. Upon execution of this First Amendment by the parties to it, the Development Agreement consists of the Development Agreement as originally executed and recorded as amended by this First Amendment.

WITNESS our Hands and Seals this ____ day of _____, 2016.

WITNESSES:

Bretagne Holdings, LLC,
a South Carolina limited liability company

BY: _____

ITS:
DATE: _____, 2016

WITNESSES:

COUNTY OF LANCASTER,
SOUTH CAROLINA

BY: _____

Steve Willis

ITS: County Administrator

DATE: _____, 2016

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, South Carolina, 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 _____, 2016.

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

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 Bretagne Holdings, 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 _____, 2016.

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

Exhibit A
Property Description

TRACT 1 (Phase 1)

All those certain tracts, parcels or lots of land including streets and common areas, in Lancaster County, South Carolina, being shown on that certain plat entitled "Phase 1, Estates Bretagne Subdivision" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 15, 2007, recorded June 18, 2007, in **Plat Book 2007, Pages 684-686**, Office of the Register of Deeds for Lancaster County, South Carolina, reference to which plat is hereby made for a more particular description of such lots.

TRACT 2 (Phase 2)

All those certain tracts, parcels or lots of land including streets and common areas, in Lancaster County, South Carolina, being shown on that certain plat entitled "Villages Phase 2, Bretagne Subdivision" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in **Plat Book 2007, Page 651**, Office of the Register of Deeds for Lancaster County, South Carolina, reference to which plat is hereby made for a more particular description of such lots.

TRACT 3 (Phase 3)

All those certain tracts, parcels or lots of land including streets and common areas, in Lancaster County, South Carolina, being shown on that certain plat entitled "Villages Phase 3 Bretagne Subdivisions" prepared by Gregory Brent Phillips, SC PLS No. 22759, signed and sealed June 5, 2007, recorded June 6, 2007, in **Plat Book 2007, Pages 649-650**, Office of the Register of Deeds for Lancaster County, South Carolina, reference to which plat is hereby made for a more particular description of such lots.

Exhibit B
Development Conditions
and
Development Acreage and Information

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

Conditions and Exceptions

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

1. No clear-cutting shall be permitted;
2. Each lot, prior to the issuance of a certificate of occupancy for a dwelling thereon, shall have planted on it no fewer than two new hardwood trees of at least three inch caliper at chest height.
3. Side set backs shall be ten (10) feet on both sides of each lot (total of twenty (20) feet), provided that they may be reduced to eight (8) feet on either or both sides, in the event that stone, stucco, brick, hardiplank, or other similar non-flammable material is used on the entire facade.
4. In order to avoid regulated or protected environmentally sensitive areas, Developer shall have the right to:
 - a. reduce density;
 - b. reconfigure the lot layout around the environmentally sensitive areas;
5. Front set backs shall be twenty-five (25') feet, and rear set backs shall be twenty-five (25') feet.
6. The following exceptions to Section 13.7.10.8(c) of the UDO (Road Design (Geometric Criteria)) are approved:
 - (a) the centerline radius for Roads I, M and O, as depicted on Exhibit F, is reduced from a minimum of one hundred fifty feet (150') to a minimum of one hundred feet (100');
 - (b) the one hundred foot (100') minimum tangent between reverse curves does not apply to Roads A, B, H, Q and R, as depicted on Exhibit F; and
 - (c) the sixty foot (60') minimum tangent from curve to intersection does not apply to Roads K, O, P, Q, R, S, T, U and W, as depicted on Exhibit F, provided, however, all roads must intersect at ninety degree angles.
7. The following exception to Section 13.7.9.1 of the UDO (Residential Block Length) is approved: the minimum block length of six hundred feet (600') does not apply in Villages 1 through 6, as depicted on Exhibit F.
8. The following exception to Section 13.7.9.2 of the UDO (Residential Block Width) is approved: the minimum two tier block width does not apply in Villages 3 and 4, as depicted on Exhibit F.

9. The following exception to Section 10.6(17) of the UDO (New Subdivision or Commercial Development Signs) is approved: in lieu of the thirty-two (32) square foot maximum, the maximum sign surface area shall not exceed fifty (50) square feet.
10. The following front and side setbacks for corner lots is approved: for corner lots in the Villages, the front yard setback is not less than twenty-five feet (25') and the side yard setback is not less than fifteen feet (15'); for corner lots in the Estate portion of the Property, the front yard setback is twenty-five feet (25') and the side yard setback is not less than twenty-five feet (25').
11. The following exception to Section 12.11.2 of the UDO (Street Yard Landscaping) and Section 13.8.3(p) of the UDO (Final Plat, Performance Guarantee) is approved: in lieu of the Developer planting the trees required by Section 12.11.2 of the UDO or providing a performance guarantee as required by Section 13.8.3(p), the owner of each individual lot shall be responsible for planting the trees required by Section 12.11.2 and the trees must be planted before a certificate of occupancy may be issued for the property.

Density and Acreage Information

- The total number acres used to calculate density is 153.499.
- The overall density for the Bretagne development is 1.03 units per acre.

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Exhibit C
Development Schedule

<u>Calendar Year</u> <u>Beginning January 1</u>		<u>Units Commenced/Completed</u> <u>Single Family Units</u>
2017	2018	25
2018	2019	50
2019	2020	25
2020	2021	25
2021	2022	24

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. Developer is the legal and equitable owner of the roads and common areas but not the lots as these were sold to individual property owners.

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

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

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

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

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.* See Article IV, including specifically Section 4.05.

(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.* Not applicable except that in regards to any environmentally sensitive property, 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 Clerk of Court. 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 5.12.*

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 812, zoning the Property R-15 Moderate Density Residential/Agricultural District.
2. Ordinance No. 813, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of May 22, 2006. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of May 22, 2006. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.
6. Ordinance No. [] approving the First Amendment to this Development Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit F
Overall Development Plan is Attached

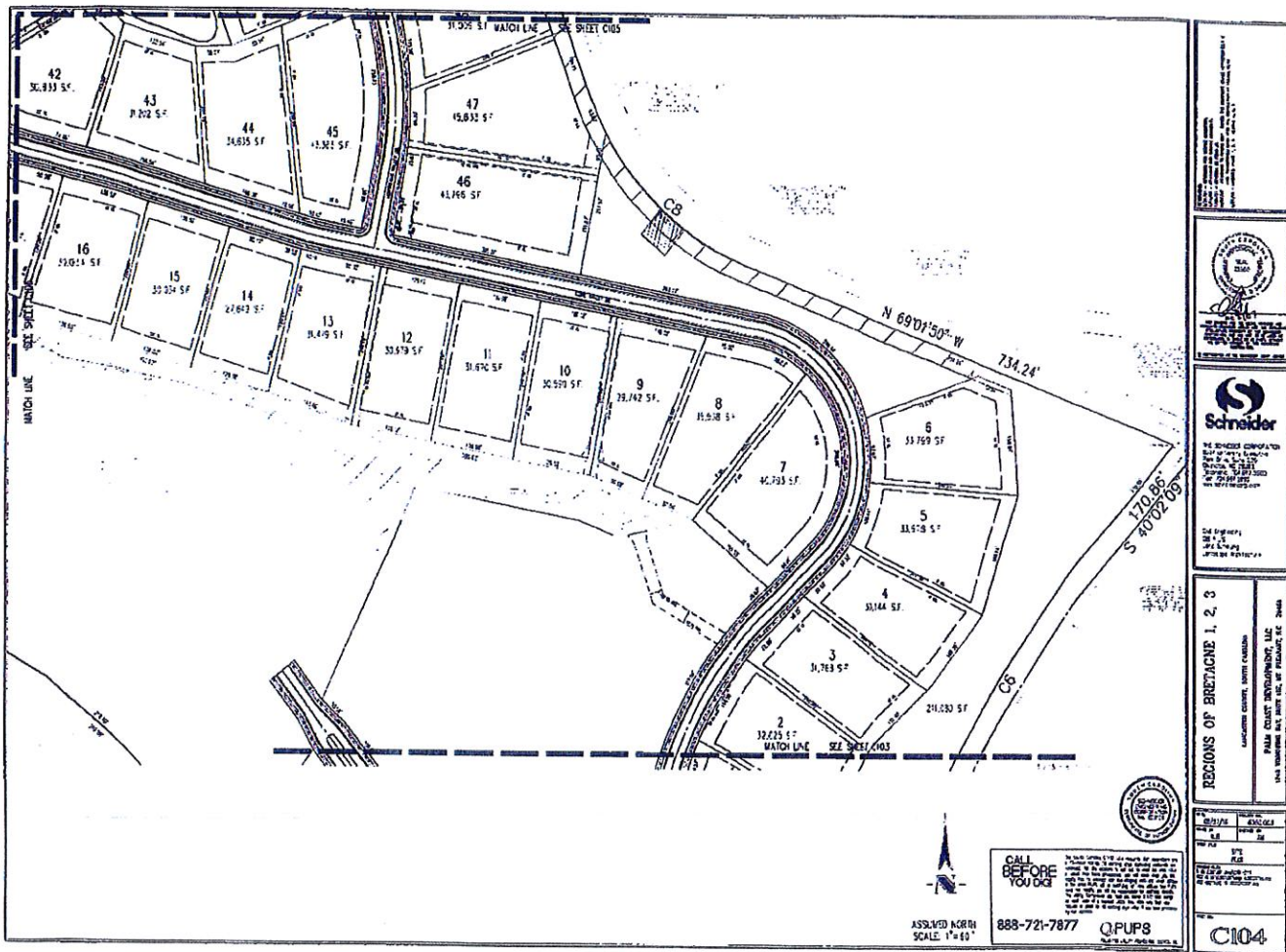
PCL XL error

Subsystem: xlpaint

Error: Input Stream EOF

Operator: BezierRelPath

Position: 625589



Regions of Bretagne 1, 2, 3

Schneider

THE SCHNEIDER CORPORATION
10000 W. 10TH AVE.
DENVER, CO 80202
TEL: 303.733.1000
FAX: 303.733.1001
WWW.SCHNEIDER.COM

REGIONS OF BRETAGNE 1, 2, 3

LANDSCAPE ARCHITECT, DENVER, COLORADO
BRIAN ROBERT SCHNEIDER, AIA
1000 W. 10TH AVE., SUITE 100, DENVER, CO 80202

DATE: 01/11/01
SCALE: 1"=40'
BY: BRS
CHKD BY: BRS
APP'D BY: BRS

C104

Exhibit 3

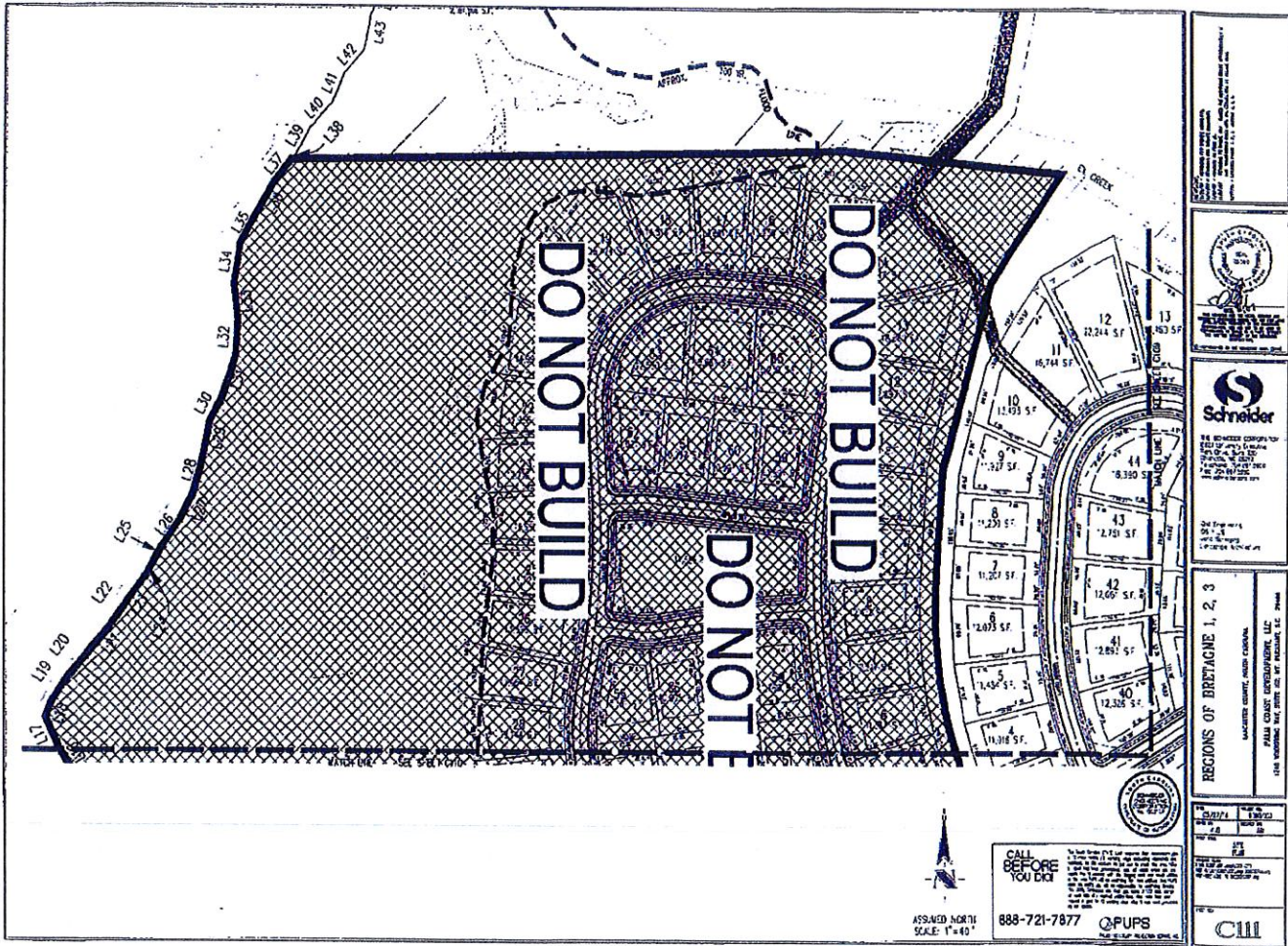


Exhibit 4

Penelope Karagounis

From: Penelope Karagounis
Sent: Tuesday, June 14, 2016 3:30 PM
To: Darren Player; Jeffery D. Catoe; Kenneth Cauthen; Stephen Yeargin; Steve Willis; Hal Hiott; Clayton Catoe
Cc: Ey, Mike; John Weaver
Subject: Review of 1st amendment for the Development Agreement
Attachments: dev agree-06102016120042-memo Hardin.pdf; Memo for the Department Head for the Development Agreement.doc; COLUMBIA-#1143417-v5-development_agreement_process1a.doc

Importance: High

Good Afternoon Everyone,

I am attaching a PDF version of the first amendment of the Bretagne Development Agreement submittal. The second attachment is a memo for you to review and comment on the document. I have also attached a third document which defines the development agreement process. The reason why I am sending this to Hal Hiott for review is they are proposing an easement for the Carolina Thread Trail. Also, Steve Yeargin I am sending this draft to you too because I know from the litigation with certain property owners of Bretagne you should be informed with this new proposed development agreement. If you all do not have any comments, please still send me a response so I can have for my files and report the comments back to the Lancaster County Planning Commission. This is why I would like for all comments to be turned in to me by Thursday, June 23, 2016.

Thank you,

Penelope

Penelope G. Karagounis, MA
Lancaster County Planning Director
P.O. Box 1809
Lancaster, SC 29721
(803) 285-6005 –Main Line
(803) 285-6007 – Fax Number

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NOTICE: All email correspondence to and from this address may be subject to public disclosure under the SC Freedom of Information Act.



Memo

To: Clay Catoe, EMS Director; Darren Player, Emergency Management/Fire Service Director; Kenneth Cauthen, Zoning Administrator; Jeff Catoe, Public Works Director, Steve Yeargin, Building Official, Hal Hiott, Parks and Recreation, and Steve Willis, County Administrator.

From: Penelope G. Karagounis, Planning Director

Date: June 14, 2016

Re: Proposed First Amendment to the Development Agreement for Bretagne

Message:

On June 10, 2016, I received the attached First Amendment to the Development Agreement for Bretagne from Debbie Hardin, County Clerk. Based on the development agreement procedures, I am responsible in sharing the proposed document with certain Department Heads of Lancaster County. The purpose of your review is to provide feedback on the proposed Development Agreement. Your comments will be collected and presented to the Lancaster County Planning Commission in July. After the July Planning Commission the document will be forwarded to the Infrastructure and Regulation Committee meeting and the Administration Committee meeting in August. Please send any comments to me by email at pkaragounis@lanastercountysc.net by Thursday, June 23, 2016.

Thank you!

Penelope Karagounis

From: Judy Barrineau
Sent: Tuesday, June 14, 2016 2:46 PM
To: Penelope Karagounis
Subject: RE: Memo--1st Development Agreement for Bretagne

I do have it and will take care of.

From: Penelope Karagounis
Sent: Tuesday, June 14, 2016 2:44 PM
To: Judy Barrineau
Subject: Memo--1st Development Agreement for Bretagne

Judy,

Do you have the digital version of the 1st Development Agreement for Bretagne from Debbie Hardin? If you do can you send me the digital copy. Also, go ahead and send it by email to all the Planning Commission members. Please mail a copy to Ms. Vedia. This will be on the July 19th PC Meeting with a public hearing. I am going to call Mr. Deese to tell him how we still need to have a workshop meeting at 5:00 p.m. on July 7th since we have this development agreement to discuss and 2 capitals project too. Our public input session will begin at 6:30 on July 7th.

Thank you,

Penelope

Penelope G. Karagounis, MA
Lancaster County Planning Director
P.O. Box 1809
Lancaster, SC 29721
(803) 285-6005 –Main Line
(803) 285-6007 – Fax Number

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NOTICE: All email correspondence to and from this address may be subject to public disclosure under the SC Freedom of Information Act.

Exhibit 4



Memo

To: Lancaster County Planning Commission
From: Penelope G. Karagounis, Planning Director
Date: July 11, 2016
Re: Development Agreement: Staff Recommendations for Bretagne (Amendment)

Message:

On June 10, 2016, the Planning Department received the attached amendment to the Development Agreement for Bretagne from Debbie Hardin, County Clerk. The Administrative Assistant, Judy Barrineau emailed the document to the Lancaster County Planning Commissioners. On June 14, 2016, the Planning Department sent out a memo with the attached development agreement amendment document for Bretagne to the following department heads: Clay Catoe, EMS Director; Darren Player, Emergency Management/Fire Service Director; Kenneth Cauthen, Zoning Administrator; Jeff Catoe, Public Works Director; Steve Yeargin, Building Official; Hal Hiott, Parks and Recreation, and Steve Willis, County Administrator. Mike Ey, McNair Law Firm and John Weaver, County Attorney was also copied on the email.

Steve Willis Comments:

Page 3 – not sure what section 1.09 is that is being deleted. I will check Monday but this will probably not be anything moving forward.

Page 3 – section 9 – forget the lawyer lingo of “maybe”. Either commit to the donation of land for the Thread Trail or take the section out.

Page 8 – Exceptions – are the Fire Service and Public Works OK with the changes to the road standards? I know the roads will be private but Jeff may have some concerns based on road durability.

Page 9 – Exceptions – I don't have any preference but just curious how the sign size will conform to the new UDO. I am not interested in giving them more than the new standards will allow.

Page 12 – Section I – is the proposed plan consistent with the Comprehensive Plan?

Overall, is Planning OK with the plans and drawings as submitted? I didn't see anything objectionable but I am a layman.

Jeff Catoe's Comments:

I'm ok with it. The roads will obviously remain private, but we've not heard back since our meeting if we need to walk through the roads with them. As I recall, the representatives present couldn't make the decision on whether or not we would do any inspecting of infrastructure on our end. I'm fine either way, but just wanted to comment on that.

Mike Ey Comments: See Attached

Darren Player's Comments:

The drawings attached in the agreement are not possible to read so we need a "to scale copy" before this moves much further in the process. Having said that, the fire resistive construction mentioned to allow for 8 foot side setbacks is appropriate per discussions a long time ago. The road widths must conform to current standards and fire hydrant placement must comply with current codes and standards. Once we have a scalable copy, we can confirm those questions.

Stephen pulled the old file copy of the design and much of it has been deleted so I'm not able to give a complete confirmation at this time without a new scaled copy in hand. I don't foresee that as a problem for you continuing to the Planning Commission as a work in progress.

Steve Yeargin's Comments:

The building department is good with any agreement that is reached that meets the UDO requirements. Thanks for keeping us in the loop. Please advise if I can assist.

Clay Catoe's Comments:

EMS – No Comments at this time.

Penelope Karagounis' Comments:

This development agreement needs to be clear on what phases the amendment is reflecting. The only phases left in the 2007 approved Bretagne Development Agreement are Phases 1-3 and Phase 7. Phases 4-6 were taken out of the 2007 Bretagne Development Agreement due to a foreclosure of the property. Phases 4-6 are not developed as the Estates at Audubon Lake and they are not part of the 2007 Bretagne Development Agreement nor the Development Agreement 016-001 Bretagne (Amendment).

The amendment needs to be clearer on what remains and what changes in the new amended development agreement. For example, in the current development agreement Section 3.04 Development Permits it needs to be amended and add the new version the owners names that have been waived for their building permits due to a settlement with the County.

These roads in the Bretagne development were initially private and should remain private. Will this neighborhood still be a gated community? It is also important to note that Mr. Robert Pearce will have access to his property. It appears Sunset Hollow Road will be closed and abandoned. This is the developer's responsibility. This needs to remain in the amended development agreement.

Exhibit B. Development Conditions and Development Acreage and Information, needs to reflect the phases that are included in this amendment only. For example, the variance for the Residential Block length does not include Phases 4-6 since it is part of Estates at Audubon Lake. Phase 7 never was platted and the original development agreement did not include for them to have variances.

On Page 2 of 14 of the amendment to the Development Agreement (Section 3) references now only 149 single-family residential units. I believe this is only for Phases 1-3. Please verify.

We need to verify on the tolling of the development agreement in regards to Bretagne. Does the term end on June 5, 2022 or does it extend further since the clock has stopped twice with the state calculation of the time limits for development agreements.

Please verify on page 3 of 14 if Section 8 has the correct references with Section 1.09 (C).

Section 9 on page 3 of 14, we would like for the developer to be responsible in constructing the natural surface trail for public use along Sugar Creek. The natural surface trail should be at least 10 foot wide.

Exhibit B on page 8 of 14, will they still be vested with the Unified Development Ordinance adopted in 2007? Check the references in this section for Phases 1-6.

Exhibit B continued on page 9 of 14, Number 10—Define Estate Portion? Do you mean Villages 1-3?

The Bretagne subdivision recorded Phases 1-3 and the County has recorded Final Plats. The original Bretagne development was approved for 400 Single-Family Homes. Phases 4-6 were removed from the current approved development agreement and now it is the Estates at Audubon Lake. The Estates at Audubon Lake were approved for 125 single family residential lots. The amendment of the Bretagne Development Agreement calls for 149 single-family lots (Phases 1-3). This means that the Phase 7 that was never platted could only build up to 126 single-family homes to total the original 400 units per the 2007 Development Agreement of Bretagne.

The density for the Estates at Audubon Lake is at 1.44 units per acre. The Proposed Phase 1-3 density is .97 units per acre. The remainder of Phase 7 if or when they come through the Preliminary Plan process they could develop the single-family residential lots at 2 units per acre.

Penelope Karagounis

From: Clayton Catoe
Sent: Thursday, June 23, 2016 1:41 PM
To: Penelope Karagounis
Subject: RE: Review of 1st amendment for the Development Agreement

EMS – No Comments at this time.

Clay Catoe, BA, CAPD, CACO, CAC
Lancaster County EMS, Director
2006 Pageland Hwy
Lancaster, SC 29720
803-416-9901 office
803-283-4133 fax

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From: Penelope Karagounis
Sent: Tuesday, June 14, 2016 3:30 PM
To: Darren Player <dplayer@lancastercountysc.net>; Jeffery D. Catoe <jcatoe@lancastercountysc.net>; Kenneth Cauthen <kcauthen@lancastercountysc.net>; Stephen Yeargin <syeargin@lancastercountysc.net>; Steve Willis <swillis@lancastercountysc.net>; Hal Hiott <hhiott@lancastercountysc.net>; Clayton Catoe <ccatoe@lancastercountysc.net>
Cc: Ey, Mike <MEy@MCNAIR.NET>; John Weaver <jweaver@lancastercountysc.net>
Subject: Review of 1st amendment for the Development Agreement
Importance: High

Good Afternoon Everyone,

I am attaching a PDF version of the first amendment of the Bretagne Development Agreement submittal. The second attachment is a memo for you to review and comment on the document. I have also attached a third document which defines the development agreement process. The reason why I am sending this to Hal Hiott for review is they are proposing an easement for the Carolina Thread Trail. Also, Steve Yeargin I am sending this draft to you too because I know from the litigation with certain property owners of Bretagne you should be informed with this new proposed development agreement. If you all do not have any comments, please still send me a response so I can have for my files and report the comments back to the Lancaster County Planning Commission. This is why I would like for all comments to be turned in to me by Thursday, June 23, 2016.

Thank you,

Penelope

Penelope G. Karagounis, MA
Lancaster County Planning Director
P.O. Box 1809
Lancaster, SC 29721
(803) 285-6005 –Main Line
(803) 285-6007 – Fax Number

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Penelope Karagounis

From: Steve Willis
Sent: Saturday, June 25, 2016 12:44 PM
To: Penelope Karagounis
Subject: Bretagne Comments

Penelope,

I apologize for being late but I don't have much in the way of comments.

Page 3 – not sure what section 1.09 is that is being deleted. I will check Monday but this will probably not be anything moving forward.

Page 3 – section 9 – forget the lawyer lingo of “maybe”. Either commit to the donation of land for the Thread Trail or take the section out.

Page 8 – Exceptions – are the Fire Service and Public Works OK with the changes to the road standards? I know the roads will be private but Jeff may have some concerns based on road durability.

Page 9 – Exceptions – I don't have any preference but just curious how the sign size will conform to the new UDO. I am not interested in giving them more than the new standards will allow.

Page 12 – Section I – is the proposed plan consistent with the Comprehensive Plan?

Overall, is Planning OK with the plans and drawings as submitted? I didn't see anything objectionable but I am a layman.

That is all I have. Thanks,
Steve

Steve Willis, County Administrator
County of Lancaster
PO Box 1809
Lancaster, SC 29721-1809
803.416.9300 (voice) / 803.285.3361 (fax)
swillis@lancastercountysc.net
www.mylancastersc.org

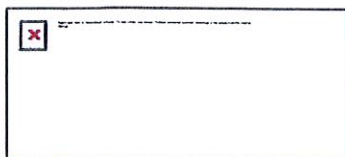
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Penelope Karagounis

From: Ey, Mike <MEy@MCNAIR.NET>
Sent: Friday, July 01, 2016 11:29 AM
To: John Weaver; Penelope Karagounis; Steve Willis
Subject: Bretagne -- Comments, First Amendment
Attachments: COLUMBIA-#1271366-v1-
Notes__Amendment_to_Bretagne_Development_Agreement.DOCX

Attached is a document with my comments on the proposed first amendment to the Bretagne Development Agreement. If you have any questions concerning the comments, please let me know. My next step will be to prepare a marked-up first amendment reflecting my comments plus those of others that you forward to me. Mike.



J. Michael Ey
Shareholder
mey@mcnair.net | 803 753 3268 Direct | 803 513 7852 Mobile

McNair Law Firm, P.A.
Columbia Office 1221 Main Street | Suite 1800 | Columbia, SC 29201
803 799 9800 Main | 803 933 1539 Fax
Mailing Post Office Box 11390 | Columbia, SC 29211
[VCard](#) | [Bio URL](#) | [Website](#)



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**BRETAGNE DEVELOPMENT AGREEMENT
Proposed First Amendment – Phases 1, 2 and 3**

Legal Counsel Comments – Initial Review

Background

The individual lot owners, the property owners' association and a successor developer seek to have Lancaster County amend the development agreement applicable to Phases 1, 2 and 3 of the Bretagne development. The Bretagne Development Agreement is dated June 4, 2007, and is recorded in Deed Book 403, Pages 100-135. In general, and except as modified by the agreement, the Bretagne Development Agreement provides for the development of the property in accordance with the zoning and land use regulations in effect on June 4, 2007. The primary justification given for amending the development agreement is that the development as originally approved failed and amendments are needed to allow the property to be developed – in other words, conditions and circumstances have changed significantly since the project was originally approved and for the project to move forward today the development agreement must be modified. Final plats were approved and recorded for Phases 1, 2 and 3 and all lots in those phases are no longer owned by the original developer.

Legal counsel for the successor developer has prepared and submitted to the County an initial draft of a proposed amendment.

Comments on Proposed First Amendment

Below are comments on the initial draft of the proposed amendment. Section references are to the section of the proposed first amendment and the corresponding section of the development agreement, if applicable.

General Editing. The form and style of the document needs some edits, none of which would be significant or change the substance of the amendments. Edits would include grammar and punctuation.

Scope of First Amendment. Language needs to be added to make clear that the first amendment applies only to Phases 1, 2 and 3 of the Bretagne development.¹

Amended and Restated Development Agreement. Language should be added to authorize the County Administrator, upon advice and counsel from the County Attorney, to publish an amended and restated development agreement as applicable to Phases 1, 2 and 3.

Recitals. Language should be added to explain how Bretagne Holding, LLC, became the successor developer.

Section 5, Section 1.10, Term. A determination should be made on whether June 5, 2022, is a correct and appropriate termination date.

¹ The original Bretagne Development Agreement will continue to apply to Phase 7.

Section 7, Section 4.02, Payment to Lancaster County. The provisions requiring payments from the developer at the time an application is made for a building permit should be adjusted to reflect the current practice of the County concerning development agreements and payments for schools and public safety and to reflect the Bretagne setting.

Section 8, Section 4.06, Library Books (Carolina Thread Trail). In the original development agreement, the former developer was required to make a \$100,000 payment to the County for library materials. This payment was never made. The first amendment eliminates the library book language and puts in its place language providing for the donation of an easement for the Carolina Thread Trail. The Planning Department should determine if the proposed language is consistent with the requirements for the development of the Carolina Thread Trail.

Exhibit B, Development Conditions and Development Acreage and Information. The Planning Department should confirm the number of acres used for calculating density and the product of the density calculation.

Exhibit D, Required Information. Item (A) of the exhibit should be modified to include the identity of all property subject to the first amendment.

Add New Section, Administrative Expenses. Consideration should be given to whether it would be appropriate to add a new section requiring the developer to pay for the County's administrative expenses associated with the proposed first amendment.

Add New Section, Effectiveness of Amended Agreement. A new section should be considered to make clear that the development agreement, as amended, is effective and applicable to Phases 1, 2 and 3.

Comments on Other Sections of the Original Development Agreement

The original development agreement was reviewed to determine if other amendments should be made to it to further provide for the development of Bretagne. References are to the original development agreement. Below are comments based on that review.

Opening Paragraph. The first paragraph of the agreement should be amended to reflect the effective date of the development agreement, as amended, the new parties, and the limited scope of the amended development agreement.

First Recital, Development. The first recital should be amended to reflect the application of the amended development agreement to Phases 1, 2 and 3.

Section 1.02, Definitions. The definitions for "Carrouth," "Owners," and "Rowland" should be amended to reflect the application of the amended development agreement to Phases 1, 2 and 3.

Section 1.04, Property. The identification of the property subject to the agreement should be amended to reflect the application of the amended development agreement to Phases 1, 2 and 3.

Section 1.06(B), Permitted Uses (Model Homes). This subsection, which allows the issuance of building permits for model homes, should be amended to reflect the application of the amended development agreement to Phases 1, 2 and 3.

Section 5.02, Amendments. Among other things, this section provides that amendments to the agreement must be in writing and signed by the parties against whom the amendment applies. The section should be amended to make clear the process that must be followed when amendments are proposed.

Section 5.03, Periodic Reviews. This section provides that the Planning Director is responsible for conducting periodic compliance reviews. The section should be amended to reflect that current practice is for the chief zoning official to conduct the compliance review.

--XX--

Penelope Karagounis

From: Jeffery D. Catoe
Sent: Friday, July 08, 2016 9:56 PM
To: Penelope Karagounis
Subject: Re: Review of 1st amendment for the Development Agreement

Penelope,

I'm ok with it. The roads will obviously remain private, but we've not heard back since our meeting if we need to walk through the roads with them. As I recall, the representatives present couldn't make the decision on whether or not we would do any inspecting of infrastructure on our end. I'm fine either way, but just wanted to comment on that. Thanks and have a good weekend.

Sent from my iPhone

On Jul 7, 2016, at 2:24 PM, Penelope Karagounis <pkaragounis@lanastercountysc.net> wrote:

Good afternoon,

I wanted to reach out a second time for one last call for any comments for the Bretagne Development Agreement, First Amendment. Please send me an email of your comments or an email stating you have reviewed and do not have comments. I need this by tomorrow.

Thank you,

Penelope

Penelope G. Karagounis, MA
Lancaster County Planning Director
P.O. Box 1809
Lancaster, SC 29721
(803) 285-6005 –Main Line
(803) 285-6007 – Fax Number

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From: Penelope Karagounis
Sent: Tuesday, June 14, 2016 3:30 PM
To: Darren Player; Jeffery D. Catoe; Kenneth Cauthen; Stephen Yeargin; Steve Willis; Hal Hiott; Clayton Catoe
Cc: Ey, Mike; John Weaver
Subject: Review of 1st amendment for the Development Agreement
Importance: High

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Penelope Karagounis

From: Darren Player
Sent: Friday, July 08, 2016 5:10 PM
To: Penelope Karagounis
Cc: Stephen Blackwelder; Jeffery D. Catoe; Kenneth Cauthen; Stephen Yeargin
Subject: RE: Review of 1st amendment for the Development Agreement

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Darren Player, Director
Lancaster County Fire Rescue / Emergency Management
PO Box 1809
Lancaster, SC 29721
111 Covenant Place
Lancaster, SC 29720
Office: 803-283-8888 / 803-285-7333
Fax: 803-283-6333 / 803-289-2933
Direct: 803-313-8051
dplayer@lanastercountysc.net

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From: Penelope Karagounis
Sent: Thursday, July 07, 2016 2:25 PM
To: Darren Player <dplayer@lanastercountysc.net>; Jeffery D. Catoe <jcatoe@lanastercountysc.net>; Kenneth Cauthen <kcauthen@lanastercountysc.net>; Stephen Yeargin <yeargin@lanastercountysc.net>; Hal Hiott <hhiott@lanastercountysc.net>
Subject: RE: Review of 1st amendment for the Development Agreement

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Thank you,

Penelope

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From: Penelope Karagounis
Sent: Tuesday, June 14, 2016 3:30 PM
To: Darren Player; Jeffery D. Catoe; Kenneth Cauthen; Stephen Yeargin; Steve Willis; Hal Hiott; Clayton Catoe
Cc: Ey, Mike; John Weaver
Subject: Review of 1st amendment for the Development Agreement
Importance: High

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Penelope

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Lancaster County Planning Director
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Exhibit 4

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McNAIR LAW FIRM, P.A.
ATTORNEYS AND COUNSELORS AT LAW

Exhibit 5

Physical Address:
SUITE 1100
1301 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA 29201

www.mcnaair.net

J. Michael Ey
mey@mcnaair.net

Mailing Address:
POST OFFICE BOX 11390
COLUMBIA, SOUTH CAROLINA 29211

TELEPHONE (803) 799-9800
FACSIMILE (803) 753-3219

June 6, 2007

Steve Willis
County Administrator
Lancaster County
Post Office Box 1809
Lancaster, SC 29721-1809

RE: Executed and Recorded Development Agreement - Bretagne Development

Dear Steve:

Enclosed for your records is a copy of the executed and recorded development agreement for the Bretagne Development. County Council approved this development agreement by passage of Ordinance No. 813. Please note that the date of the development agreement is June 4, 2007 and it was recorded on June 5, 2007 in the Lancaster County Register of Deeds Office, Deed Book 403, Pages 100-135.

If you have any questions or need additional information, please contact me.

Sincerely,

McNAIR LAW FIRM, P.A.



J. Michael Ey
Shareholder

JME:ceb

Enclosure

cc: Irene Plyler
Chris Karres
Penelope Karagounis
Veronica Thompson
William Randall Sims

COLUMBIA 890440v1

**AFFIDAVIT
RECORDING FEES** \$4.
PRESENTED & RECORDED:
06-05-2007 01:14 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE KIRKLEY DEPUTY
BK: DEED 403
PG: 100-135

other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement among County, Developer and Owners.

(3) "Carrouth" means the owner of the Carrouth Tract, as identified in Exhibit A, more specifically being Blanche Carrouth as holder of a life estate interest, and Arnold E. Carrouth as holder of the remainder interest and as the personal representative of the Estate of S.C. Carrouth, the last titleholder.

(4) "County" means the County of Lancaster, a political subdivision of the State of South Carolina.

(5) "County Council" means the governing body of the County.

(6) "Developer" means Bretagne Development Group, 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.

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

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

(9) "Ordinance No. 812" means Ordinance No. 812 of the County zoning the Property R-15 Moderate Density Residential/Agricultural District.

(10) "Ordinance No. 813" means Ordinance No. 813 of the County approving this Agreement.

(11) "Owners" means Carrouth and Rowland.

(12) "Parties" means County, Developer and Owners.

(13) "Resolution No. 568" means Resolution No. 568 of the County acknowledging that the County Administrator made minor changes to this Agreement.

(14) "Rowland" means the owner of the Rowland Tract, as identified in Exhibit A, more specifically being Linda S. Rowland.

(15) "UDO" means Ordinance No. 309 as amended as of May 22, 2006 and which is cited as the Unified Development Ordinance of Lancaster County. A copy of the UDO is on file in the office of the County Planning Department.

(16) "Property" means the land, and any improvements thereon, described in Section 1.04.

(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, Developer and Owners.

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 Bretagne development.

Section 1.05. Zoning. The Property is zoned as R-15 Moderate Density Residential/Agricultural District pursuant to Ordinance No. 812. Ordinance No. 812 is hereby incorporated into this Agreement by reference.

Section 1.06. Permitted Uses. (A) The development uses permitted on the Property shall be limited to those shown on the attached Exhibit B and Exhibit F, more specifically being four hundred (400) single-family residential lots. Density is limited to four hundred (400) dwelling units. Developer may reduce density, provided that the reduction is evidenced in a writing submitted to the County. Building heights are limited to typical residential building heights otherwise permitted by the UDO. Other terms and conditions of the development of the Property are set forth on Exhibit B.

(B) Prior to the installation of water and sewer for the Bretagne development, at the request of the Developer, the County agrees to issue up to four (4) building permits of which three (3) would be for model single family residences for sale ("Model Homes") and one (1) would be for the gatehouse building. The Model Homes may be connected to temporary water and sewer services, including septic tanks, provided, that the Model Homes shall be connected to permanent water and sewer services as soon as the permanent services are available. Prior to issuing the building permits for the Model Homes, Developer shall provide County with proof of applicable approvals by other government entities, including, but not limited to the South Carolina Department of Health and Environmental Control. Except for the water and sewer connections, Developer must comply with all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes. Developer agrees that County shall not issue a certificate of occupancy for the Model Homes until the Model Homes are connected to permanent water and sewer service and meet otherwise applicable requirements, provided, that the absence of a

certificate of occupancy does not prevent Developer from the using the Model Home for Model Home purposes.

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

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

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

(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) To adjust the development schedule, the Developer shall submit a proposed adjustment to the Clerk to County Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective sixty (60) days from receipt by the Clerk to County Council unless the County Council has disapproved the proposed adjustment by passage of a resolution to that effect within the sixty (60) day period.

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

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

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

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

(D)(1) The Parties acknowledge that: (i) Carrouth is executing this Agreement solely as the owner of the Carrouth Tract, as identified in Exhibit A; (ii) Rowland is executing this Agreement solely as the owner of the Rowland Tract, as identified in Exhibit A; and (iii) both Carrouth and Rowland will benefit from the surrounding development and from the terms of this Agreement.

(2) Developer acknowledges and agrees that it: (i) is responsible for the development of the Carrouth Tract and Rowland Tract; and (ii) will develop the Carrouth Tract and Rowland Tract in accordance with the terms and conditions of this Agreement.

(3) Carrouth acknowledges and agrees that: (i) Developer is responsible for the Development of the Carrouth Tract; (ii) if Developer does not acquire title to the Carrouth Tract, then Carrouth or its successor in interest will develop the Carrouth Tract in accordance with this Agreement and is responsible for Developer's obligations pursuant to this Agreement but only for those obligations applicable to the Carrouth Tract.

(4) Rowland acknowledges and agrees that: (i) Developer is responsible for the Development of the Rowland Tract; (ii) if Developer does not acquire title to the Rowland Tract, then Rowland or its successor in interest will develop the Rowland Tract in accordance with this Agreement and is responsible for Developer's obligations pursuant to this Agreement but only for those obligations applicable to the Rowland Tract.

Section 1.10. Term. The term of this Agreement commences on the date this Agreement is executed by the Parties and terminates ten (10) 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. 813 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. 813 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 and Owners represent that the number of acres of highland contained in the Property is greater than two hundred fifty (250) but one thousand (1,000) acres or less.

(B) Developer represents that, as of the date of this Agreement, it is the only legal and equitable owner of the Bretagne Development Group, LLC, Tracts as identified in Exhibit A of this Agreement. Carrouth represents that it is the only legal and equitable owner of the Carrouth Tract as of the date of this Agreement except to the extent that Developer has an option to purchase the Carrouth Tract. Rowland represents that it is the only legal and equitable owner of the Rowland Tract as of the date of this Agreement except to the extent that Developer has an option to purchase the Rowland Tract.

ARTICLE III

DEVELOPMENT RIGHTS

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

(B) County agrees that the specific Laws and Land Development Regulations in force as of the date of this Agreement, unless another date is otherwise specified in this Agreement, 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. 812 and the UDO and the terms of this Agreement.

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

the ability of the Developer to develop the Property in accordance with the Laws and Land Development Regulations.

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

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

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

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

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

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

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

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

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

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

(1) Zoning permit;

(2) Building permits, including plat approval; and

(3) Sign permit.

(B) County agrees to cooperate with Developer in the permitting process.

(C) 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 transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units or commercial acreage subject to the transfer. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.02. Payment to Lancaster County. (A) At the time an application for a building permit is made for each residential dwelling unit authorized in Section 1.06, Developer agrees to pay County eight thousand dollars (\$8,000.00) for each residential dwelling unit to which the building permit would apply. Payment of the optional lump sum amount provided for in Section 4.02(B) fulfills the Developer's agreement to make a payment at the time of application for a building permit.

(B) Not later than ten years from the date of this Agreement, Developer shall have the option to pay County a lump sum amount equal to eight thousand dollars (\$8,000.00) times an amount not to exceed four hundred (400). The lump sum payment entitles the Developer to receive a certain number of building permits, as provided in subsection (D) of this section. Exercise of this option and, if exercised, the number by which the dollar amount is multiplied shall be totally within the discretion of the Developer, provided, however, in no event shall Developer be entitled to receive building permits for more than four hundred (400) residential dwelling units.

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

(D) Payment of the optional lump sum amount entitles the Developer to building permits for constructing single family residences on lots in the Property. The number of building permits shall be determined by dividing the amount received as the optional lump sum payment by eight thousand, provided, however, in no event shall Developer be entitled to receive building permits for more than four hundred (400) residential dwelling units. At the time of payment of the optional lump sum amount, the County shall provide to the Developer a document indicating the Developer: (i) has paid the optional lump sum amount; (ii) is entitled to a specified number of building permits for the Property; (iii) will receive building permits upon meeting all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes adopted by County Council; (iv) will receive the building permits notwithstanding any applicable moratorium, limit on the issuance of building permits, or any other restriction on development rights in effect at the time of application or time of issuance for the building permit; and (v) that the County considers the issuance of the document entitling the Developer to building permits pursuant to this Section 4.02(D) to be a "building permit" as used in Section 13.6.2.6.5 of the UDO, as added to the UDO by Ordinance No. 673, and relating to vesting of construction.

Section 4.03. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than December 31, 2007, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at fifteen thousand (\$15,000.00) 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 4.04. Other Charges or Fees. (A) Nothing in this Agreement shall be construed as relieving Developer from the payment of any fees or charges in effect at the time of collection as may be assessed by entities other than the County.

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

Section 4.05. 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) Developer is responsible for the construction and costs of all roads, both public and private, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation to Tillman Steen Road and Barberville Road related to the development of the Property. The public 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. One or more roads within the development of the Property may be one way.

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

(3) Developer agrees to be responsible for the maintenance of the landscaping in the right of way and any medians of the roads within the Property. Developer may transfer its maintenance obligation to a homeowners' association established for the Bretagne development, provided, that the transfer is for perpetual maintenance.

(4) Developer agrees to obtain an easement from the South Carolina Department of Transportation to maintain the landscaping in the median and right-of-way at the entrances to the Property on Tillman Steen Road and Barberville Road. Developer's obligation to maintain the landscaping in the median and right-of-way is limited to mowing and planting of grass, trimming and planting of shrubs, trees and other vegetation, and maintenance and operation of any associated irrigation system. County agrees to cooperate with Developer in obtaining an easement or other related approvals. Developer may transfer its maintenance obligation to a homeowners' association established for the Bretagne development, provided, that the transfer is for perpetual maintenance.

(5) A County maintained road, Sunset Hollow Road, is located on the Property and provides access to the property of Robert Pearce (the "Pearce Property"). Developer agrees to seek the closure and abandonment of Sunset Hollow Road and County agrees to cooperate with the Developer in the closure and abandonment of Sunset Hollow Road. Prior to closure and abandonment of Sunset Hollow Road, Developer agrees to provide Robert Pearce with an access route to the Pearce Property that is acceptable to Robert Pearce. Upon closure and abandonment of Sunset Hollow Road, County is not responsible for maintenance of Sunset Hollow Road and is not responsible for construction and maintenance of any access road to the Pearce Property.

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

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

(D) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development

of the Property and such infrastructure will be maintained by Developer or a homeowners' association established for the Bretagne development. County is not responsible for any construction or maintenance costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

(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.** Fire services will be provided by the Pleasant Valley Volunteer Fire Department.

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

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

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

Section 4.06. Library Books. Developer agrees to donate, not later than two years from the date of this Agreement, one hundred thousand dollars (\$100,000.00) to the County to be used to buy books and other library material for the County's library located in Indian Land.

ARTICLE V

MISCELLANEOUS

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

All notices, demands, requests, consents, approvals or communications to the County shall be addressed to:

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

And to Developer:

Bretagne Development Group, LLC
Attn: Jason Munn
1171 Market Street, Suite 204
Fort Mill, SC 29708

With Copy to:

Bell, Tindal & Freeland, P.A.
Attn: William C. Tindal, Esq.
P. O. Box 867
Lancaster, SC 29721

And to Rowland:

Linda S. Rowland
1128 Sunset Hollow Road
Fort Mill, SC 29715

And to Carrouth:

Blanche Carrouth
1137 Sunset Hollow Road
Fort Mill, SC 29715

Arnold E. Carrouth
109 E. Leroy Street
Fort Mill, SC 29715

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 date of this Agreement shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and

signed by the party against whom the change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.12. 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 5.13. 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 5.14. 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 5.15. 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 5.16. 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 5.17. 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.

SIGNATURES FOLLOW ON NEXT PAGE.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

WITNESSES:

[Signature]
Peggy M. White

DEVELOPER:

Bretagne Development Group, LLC
a North Carolina limited liability company

By: [Signature]
Jason S. Munn
Principal and Director of Operations

WITNESSES:

[Signature]
Peggy M. White

OWNER OF THE ROWLAND TRACT:

Linda S. Rowland

By: [Signature]
Sonya R. Carrouth, her attorney in fact
Sonya R. Carrouth, as attorney-in-fact
for Linda S. Rowland

WITNESSES:

[Signature]
Peggy M. White

OWNER OF THE CARROUTH TRACT:

Blanche Carrouth, holder of a life estate

By: [Signature]
Arnold Carrouth, as attorney-in-fact
for Blanche Carrouth

Arnold E. Carrouth, holder of the remainder interest
and as personal representative of the estate of
S.C. Carrouth

[Signature]
Peggy M. White

By: [Signature]
Arnold E. Carrouth

ADDITIONAL SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

Michael E.
Donald Robinson

By:

Steve Willis
Steve Willis
County Administrator

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STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

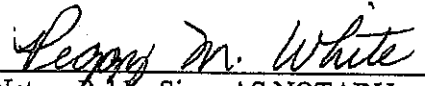
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Bretagne Development Group, 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
5th day of June, 2007.


Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: 10/30/2013

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE

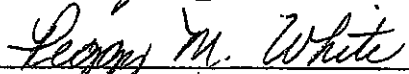
PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Sonya R. Carrouth, as attorney-in-fact for Linda S. Rowland, sign, seal and as her act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.



First Witness Signs Again Here

Seal

SWORN to before me this
3rd day of June, 2007.




Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: 10/30/2013

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE


PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Arnold Carrouth, as attorney-in-fact for Blanche Carrouth, sign, seal and as his 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
5th day of June, 2007.

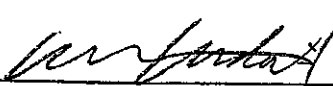


Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: 10/30/2013

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE

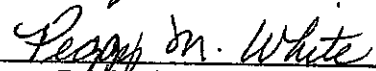
PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Arnold E. Carrouth, as holder of a remainder interest and as personal representative of the estate of S.C. Carrouth, sign, seal and as his act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.



First Witness Signs Again Here

Seal

SWORN to before me this
5th day of June, 2007.



Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: 10/30/2013

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE

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

Michael S.
First Witness Signs Again Here

Seal

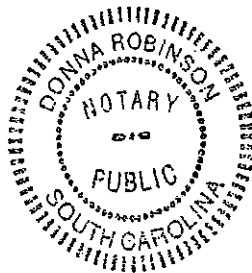
SWORN to before me this
4 day of June, 2007.

Donna Robinson

Notary Public Signs AS NOTARY

Notary Public for the State of South Carolina

My Commission Expires: November 2, 2016



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**Exhibit A
Property Description**

Bretagne

Rowland Tract – Approximately 1 Acre

All that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Lancaster, Indian Land township, and more commonly designated as a portion of property of Plat of Todd E. Carrouth and Sonya R. Carrouth, and according to survey thereof prepared by J.B. Fisher, R.L.S., dated October 17, 1990 and recorded as Plat No. 11427, having the following courses and distances, to wit: BEGINNING at an iron pin in 20 foot drive easement N. 73-19-30 W. 23717 feet to an iron pin, thence N. 54-49-27 E. 260.00 feet to an iron pin, thence S. 62-32-00 E. 210.00 feet to an iron pin; thence S. 54-49-27 W. 210.00 feet to the point of beginning.

DERIVATION: This being the identical property conveyed in deeds recorded in Deed Book 0-7 at Page 252, Deed Book S-7 at Page 258, Deed Book U-7 at Page 160 and Deed of Distribution recorded in Deed Book 144 at Page 94, Lancaster County Clerk of Court's Office.

Carrouth Tract – Approximately 38.448 Acres

BEGINNING at an SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') and from said monument, thence along a tie line for the next four courses and distances: (1st) North 55-28-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), (2nd) North 62-59-02 West 33.00' to a nail set in a pipe, (3rd) North 62-59-02 West 1,259.41' to a #5 rebar, and (4th) South 01-30-19 East 355.89' to an iron pin found, which is the **POINT AND PLACE OF BEGINNING**; thence South 08-05-03 East 193.38' to a #5 rebar found; thence North 71-37-04 West 151.90' to a found pinch pipe; thence North 47-54-52 West 220.02' to 1" pipe; thence North 57-25-57 West 75.04' to a bent #5 rebar with a nail set at its base; thence North 69-46-01 West 101.99' to a #5 rebar found; thence South 62-24-23 West 276.55' to a #5 rebar found; thence South 47-54-31 East 149.95' to a #5 rebar found; thence North 74-06-23 West 379.42' to a #5 rebar set; thence North 62-26-12 West 423.22' to a #5 rebar set; thence North 84-21-05 West 355.60' to a #5 rebar set; thence South 88-53-19 West 789.52' to a #5 rebar set; thence South 88-53-19 West 100.00 feet to a point on the top bank of Sugar Creek; thence following the bank of the creek for the next 27 courses and distances: (1st) North 39-48-49 East 10.10' to a point, (2nd) North 29-49-52 East 45.26' to a point, (3rd) North 44-00-14 East 52.74' to a point, (4th) North 23-25-21 East 48.85' to a point, (5th) North 42-11-06 East 46.92' to a point, (6th) North 11-36-49 East 52.76' to a point, (7th) North 27-46-01 East 67.30' to a point, (8th) North 19-31-57 East 55.34' to a point, (9th) North 45-25-00 East 56.50' to a point, (10th) North 27-04-46 East 64.04' to a point, (11th) North 24-52-43 East 47.97' to a point, (12th) North 31-05-57 East 53.25' to a point, (13th) North 26-08-27 East 54.58' to a point, (14th) North 17-16-52 East 42.63' to a point; (15th) North 19-24-10 East 55.48' to a point, (16th) North 19-14-50 East 52.82' to a point, (17th) North 33-44-36 East 30.83' to a point, (18th) North 09-03-08 East 23.38'

to a point, (19th) North 36-56-04 East 35.01' to a point, (20th) North 19-52-27 East 61.45' to a point, (21st) North 24-03-26 East 63.03' to a point, (22nd) North 01-23-30 East 75.20' to a point, (23rd) North 00-07-44 East 52.23' to a point, (24th) North 05-27-38 West 53.02' to a point, (25th) North 02-19-38 East 51.32' to a point, (26th) North 10-05-11 East 50.07' to a point, and (27th) North 13-12-31 East 67.51' to a point; thence South 62-57-20 East 57.23' to a #5 rebar set; thence South 62-57-20 East 100.00' to a #4 rebar found; thence South 62-57-20 East 1,065.00' to a 1" pipe found; thence South 62-57-20 East 264.84' to a 1" pipe found; thence South 01-29-54 East 356.19' to a #5 rebar found; thence South 62-55-52 East 835.86' to the **POINT AND PLACE OF BEGINNING**, containing 38.448 acres, more or less, and shown as "New Tract Z2" on a survey prepared for Bretagne Development Group, LLC by McKim & Creed, dated December 18, 2006 and certified by Donald G. Crews (P.L.S. #14807).

The property described herein is a portion of the now or former S.C. Carrouth Property described in Deed Book A006 at Page 0923.

Tax Map ID: 0006-00-003.00

Bretagne Development Group, LLC Tract – Approximately 123.610 Acres

BEGINNING at SCGS Monument "State AZ Mark" (N=1,155,534.41', E=2,044,004.27') and thence following a tie line South 20-08-39 West 2,502.85' to SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') thence continuing along a tie line North 55-28-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), which is the **POINT AND PLACE OF BEGINNING**; thence following the arc of a circular curve with a radius of 2,291.83', a length of 534.98', delta 13-22-29, and a chord length 533.77' and chord bearing South 33-20-54 West to a point; thence North 40-02-09 East 217.30' PK nail found, which nail is South 37-54-44 East 49.24' from a concrete monument found 25.57' from the centerline of Barberville Road; thence North 69-12-00 West 941.54' a #5 rebar set; thence North 69-12-00 West 21.15' to a iron pipe found with a nail set at its base; thence North 20-18-52 West 20.38' to a #5 rebar set; thence North 20-18-52 West 1,829.58' to a #4 rebar found; thence South 38-59-13 West 68.83' to a #4 rebar found; thence South 06-41-38 East 489.90' to a found PK nail; thence North 80-35-28 West 544.35' to a 1" pinch pipe found; thence North 80-35-43 West 337.76' to a 1" pinch pipe found; thence North 80-35-40 West 428.13' to a #4 rebar found; thence North 80-35-40 West 528.00' to a point; thence South 15-12-08 West 915.08' to a point; thence South 24-31-58 West 77.20' to a point; thence South 41-09-58 West 161.70' to a point; thence South 36-26-58 West 300.30' to a point; thence South 04-14-58 West 275.90' to a point; thence South 03-29-30 East 143.22' to a point; thence South 62-57-20 East 100.00' to a #4 rebar found; thence South 62-57-20 East 1,065.00' to a 1" pipe found; thence South 62-57-20 East 264.84' to a 1" pipe found; thence South 62-54-15 East 626.12' to a #5 rebar found; thence South 62-56-02 East 209.86' to a #5 rebar found; thence South 62-59-02 East 1,259.41' to a iron pipe found with a nail set in the pipe; thence South 62-59-02 East 33.00' to the **POINT AND PLACE OF BEGINNING**, containing 123.610 acres, more or less, and shown as "Tract C, D" on a survey prepared for Bretagne Development Group, LLC by McKim & Creed, dated December 18, 2006 and certified by Donald G. Crews (P.L.S. #14807).

The property described herein is a portion of the now or former SPS Properties, LLC Property described in Deed Book 333 at Page 271, Lancaster County Registry and shown on plat recorded in Plat Book 19 at Page 174, Lancaster County Registry.

DERIVATION: The property described above was acquired by the Grantor by deed from Mary Ann S. Smith, recorded in Deed Book 323 at Page 212 and Deed Book 333 at Page 289, Lancaster County Registry.

Tax Map ID: 6-00-004.00

Bretagne Development Group, LLC Tract – Approximately 88.209 Acres

BEGINNING at an SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') and from said monument, thence along a tie line for the next five courses and distances: (1st) North 5528-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), (2nd) following the arc of a circular curve with a radius of 2,291.83', a length of 374.16', delta 9-21-15, and a chord length 373.75' and chord bearing South 21-59-03 West to a point, (3rd) South 1718-25 East 504.29' to a point, (4th) North 72-13-07 West 33.00' to a bent 1/2" pipe with a nail set at it's base, (stn) South 17-17-06 West 276.08' to an iron pin found, which is the POINT ANDPLACE OF BEGINNING; thence South 17-21-01 West 274.62' to a 1/2" pinch pipe found; thence South 17-11-57 West 101.70' to a #5 rebar set; thence South 23-35-49 West 176.25' to a 3/4" pipe found; thence South 72-03-29 East 33.21' to a point; thence South 25-39-36 West 49.47' to a point; North 81-53-30 West 36.04' to a #5 rebar set; thence North 81-53-30 West 21.99' to a 1" pinch pipe found; thence North 81-53-30 West 2,983.36' to a #4 rebar found; thence North 81-53-30 West 404.71' to a #4 rebar found; thence North 81-53-30 West 7.16' to a point; thence following the top of the bank of Sugar Creek for the next 24 courses and distances: (1st) North 47-13-43 East 34.01' to a point, (2nd) North 34-30-09 East 45.59' to a point, (3rd) North 29-50-03 East 50.36' to a point, (4th) North 64-37-04 East 24.87' to a point, (stn) North 39-00-51 East 57.82' to a point, (6th) North 08-40-03 68.71' to a point, (7th) North 07-11-52 West 72.13' to a point, (8th) North 07-28-58 West 46.36' to a point, (9th) North 08-05-44 West 37.95' to a point, (10th) North 16-22-27 West 48.61' to a point, (11th) North 23-41-05 West 47.27' to a point, (12th) North 36-45-02 West 46.29' to a point, (13th) North 38-04-00 West 79.25' to a point, (14th) North 39-39-17 West 52.54' to a point, (15th) North 35-19-06 West 45.96' to a point, (16th) North 30-16-16 West 42.38' to a point, (17th) North 23-55-36 West 50.29' to a point, (18th) North 20-13-54 East 26.35' to a point, (19th) North 34-07-17 East 46.54' to a point, (20th) North 37-37-18 East 51.64' to a point, (21st) North 38-01-55 East 47.39' to a point, (22nd) North 36-23-14 East 4974' to a point, (23rd) North 40-06-54 East 45.29' to a point, and (24th) North 28-56-37 East 17.01' to a point; thence turning away from the creek North 89-32-26 East 48.90' to a #4 rebar found; thence North 89-32-26 East 1,627.52' to a 1" pinch pipe found; thence North 62-25-49 East 594.15' to a #5 rebar found; thence North 62-24-11 East 69.99' to a #4 rebar found; thence South 47-54-47 East 493.07' to a #4 rebar found; thence South 05-18-08 West 285.07' to a bent 1/2" pipe found with a nail set at its base; thence South 72-11-15 East 151.48' to a #5 rebar found; thence South 72-11-15 East 101.56' to a bent 1/2" pipe found

with a nail set at its base; thence South 17-29-13 West 276.40' to a bent 1" pipe found with a nail set at its base; thence South 72-14-34 East 789.81' to the POINT AND PLACE OF BEGINNING, containing 88.209 acres, more or less, and shown as "Tract A, K, L, M" on a survey prepared for

Bretagne Development Group, LLC by McKim & Creed, dated December 18, 2006 and certified by Donald G. Crews (P.L.S. #14807).

The property described herein is a portion of the now or former SPS Properties, LLC Property described in Deed Book 333 at Page 289, Lancaster County Registry and shown on plat recorded in Plat Book J-5 at Page 18, Lancaster County Registry.

DERIVATION: The property described above was acquired by the Grantor by deed from JTC Barberville Farm Property, LLC, recorded in Deed Book 323 at Page 235, Lancaster County Registry.

Tax Map ID: 6-00-001.00

Bretagne Development Group, LLC Tract – Approximately 4.995 Acres

BEGINNING at an SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') and from said monument, thence along a tie line for the next three courses and distances: (1st) North 55-28-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), (2nd) North 62-59-02 West 33.00' to a nail set in a pipe, and (3rd) North 62-59-02 West 1,259.41' to a #5 rebar, which is the POINT AND PLACE OF BEGINNING; thence South 01-30-19 East 355.89 to an iron pin found; thence North 62-55-52 West 835.86' to a #5 rebar found; thence North 01-29-54 West 356.19' to a 1" pipe found; thence South 62-54-15 East 626.12' to a #5 rebar found; thence South 54-23-10 West 259.69' to a #4 rebar found with a bent nail set at its base; thence South 73-42-21 East 236.63' to a #5 rebar found with a bent nail set at its base; thence North 54-26-45 East 210.02' the POINT AND PLACE OF BEGINNING, containing 4.995 acres, more or less, and shown as the now or former Sonya Renee Carrouth Property, and also shown as "Tract E", on a boundary survey prepared for Bretagne Development Group, LLC by McKim & Creed, dated December 18, 2006 and certified by Donald G. Crews (P.L.S. #14807).

The property described herein is a portion of the now or former Sonya Renee Carrouth Property described in Deed Book 144 at Page 94 and Deed Book U-7 at page 160, Lancaster County Registry.

DERIVATION: The property described herein was acquired by the Grantor by deed from Sonya R. Carrouth AKA Sonya Renee Carrouth, recorded in Deed Book 387 at Page 297, Lancaster County Registry.

Tax Map ID: 6-00-003.01

Bretagne Development Group LLC Tract – Approximately 23.963 Acres

BEGINNING at SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') and from said monument, thence along a tie line for the next nine courses and distances: (1st) North 55-28-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), (2nd) North 62-59-02 West 33.00' to a nail set in a pipe, (3rd) North 62-59-02 West 1,259.41' to a #5 rebar, (4th) South 01-3019 East 355.89' to an iron pin found, (5th) South 08-05-03 East 193.38' to a #5 rebar, (6th) North 71-3704 West 151.90' to a pinch pipe found, (Th) North 47-54-52 West 220.02' to a 1" pipe, (8th) South 6225-12 West 260.31' to a #4 rebar found, and (9th) South 62-24-11 West 69.99' to a #5 rebar found, which is the POINT AND PLACE OF BEGINNING; thence South 62-25-49 West 594.15' to a 1" pinch pipe found; thence South 89-32-26 West 1,627.52' to a #4 rebar found; thence South 89-32-26 West 48.90' to a point at the top of the bank of Sugar Creek; thence following the bank of Sugar Creek for the next thirteen courses and distances: (1st) North 28-56-37 East 31.28' to a point, (2nd) North 36-46-32 East 54.03' to a point, (3rd) North 25-58-23 East 42.99' to a point, (4th) North 15-04-35 East 55.41' to a point, (5th) North 10-55-37 East 51.14' to a point, (6th) North 29-42-05 East 37.92' to a point, (7th) North 18-52-08 East 67.40' to a point, (8th) North 03-29-41 East 56.31' to a point, (9th) North 06-43-02 West 54.37' to a point, (10th) North 08-52-39 East 60.24' to a point, (11th) North 3013-51 East 54.47' to a point, (12th) North 29-56-08 East 50.42' to a point, and (13th) North 39-48-49 East 46.47' to a point; thence, turning away from the creek, North 88-53-19 East 100.00' to a set #5 rebar; thence North 88-53-19 East 789.52' to a set #5 rebar; thence South 84-21-05 East 355.60' to a set #5 rebar; thence South 62-26-12 East 423.22' to a set #5 rebar; thence South 74-06-23 East 379.42' to the POINT AND PLACE OF BEGINNING, containing 23.963 acres, more or less, and shown as "New Tract Z1" on a boundary survey prepared for Bretagne Development Group, LLC by McKim & Creed, dated December 18, 2006 and certified by Donald G. Crews (P.L.S. # 14807).

The property described herein is a portion of the now or former S. C. Carrouth Property (Deed Book A006, Page 0923, Lancaster County Registry).

Tax Map ID: 0006-00-003.00

Bretagne Development Group, LLC Tract – Approximately 22.673 Acres

BEGINNING at SCGS Monument "Scotts" (N = 1,153,184.67', E = 2,043,142.33') and from said monument, thence along a tie line North 55-28-33 West 12,331.14' to a point in the right-of-way of Barberville Road (SC Hwy. # 42), which is the POINT AND PLACE OF BEGINNING; thence following the arc of a circular curve with a radius of 2,291.83', a length of 374.16', delta 9-21-15, and a cHord length 373.75' and chord bearing South 21-59-03 West to a point; thence continuing along Barberville Road South 17-18-25 East 504.29' to a point; thence North 72-13-07 West 33.00' to a bent 1/2" pipe with a nail set at it's base; thence North 72-13-07 West 766.80' to a 1/2" pipe; thence North 72-13-07 West 22.04' to a bent 1/2" pipe; thence North 72-11-15 West 101.56' to a #5 rebar found; thence North 20-17-27 East 573.07' to a #5 rebar found; thence North 71-29-46 West 152.23' to a #5 rebar found; thence North 08-05-03 West 193.38' to an iron

pin found; thence North 01-30-19 West 355.89' to a #5 rebar; thence South 62-59-02 East 1259.41' to a nail set in a pipe; thence South 62-59-02 East 33.00' to the POINT AND PLACE OF BEGINNING, containing 22.673 acres, more or less, and shown as "New Tract Z3" on a survey prepared for Bretagne Development Group, LLC by McKim & Creed, dated December '18, 2006 and certified by Donald G. Crews (P.L.S. # 14807).

The property described herein is a portion of the now or former, S. C. Carrouth Property (Deed Book A006, Page 0923, Lancaster County Registry).

Tax Map ID 0006-00-003.00

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Exhibit B
Development Conditions
and
Development Acreage and Information

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

Conditions and Exceptions

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

1. No clear-cutting shall be permitted;
2. Each lot, prior to the issuance of a certificate of occupancy for a dwelling thereon, shall have planted on it no fewer than two new hardwood trees of at least three inch caliper at chest height.
3. Side set backs shall be ten (10) feet on both sides of each lot (total of twenty (20) feet), provided that they may be reduced to eight (8) feet on either or both sides, in the event that stone, stucco, brick, hardiplank, or other similar non-flammable material is used on the entire facade.
4. In order to avoid regulated or protected environmentally sensitive areas, Developer shall have the right to:
 - a. reduce density;
 - b. reconfigure the lot layout around the environmentally sensitive areas;
5. Front set backs shall be twenty-five (25') feet, and rear set backs shall be twenty-five (25') feet.
6. The following exceptions to Section 13.7.10.8(c) of the UDO (Road Design (Geometric Criteria)) are approved:
 - (a) the centerline radius for Roads I, M and O, as depicted on Exhibit F, is reduced from a minimum of one hundred fifty feet (150') to a minimum of one hundred feet (100');
 - (b) the one hundred foot (100') minimum tangent between reverse curves does not apply to Roads A, B, H, Q and R, as depicted on Exhibit F; and
 - (c) the sixty foot (60') minimum tangent from curve to intersection does not apply to Roads K, O, P, Q, R, S, T, U and W, as depicted on Exhibit F, provided, however, all roads must intersect at ninety degree angles.
7. The following exception to Section 13.7.9.1 of the UDO (Residential Block Length) is approved: the minimum block length of six hundred feet (600') does not apply in Villages 1 through 6, as depicted on Exhibit F.

8. The following exception to Section 13.7.9.2 of the UDO (Residential Block Width) is approved: the minimum two tier block width does not apply in Villages 3 and 4, as depicted on Exhibit F.
9. The following exception to Section 10.6(17) of the UDO (New Subdivision or Commercial Development Signs) is approved: in lieu of the thirty-two (32) square foot maximum, the maximum sign surface area shall not exceed fifty (50) square feet.
10. The following front and side setbacks for corner lots is approved: for corner lots in the Villages, the front yard setback is not less than twenty-five feet (25') and the side yard setback is not less than fifteen feet (15'); for corner lots in the Estate portion of the Property, the front yard setback is twenty-five feet (25') and the side yard setback is not less than twenty-five feet (25').
11. The following exception to Section 12.11.2 of the UDO (Street Yard Landscaping) and Section 13.8.3(p) of the UDO (Final Plat, Performance Guarantee) is approved: in lieu of the Developer planting the trees required by Section 12.11.2 of the UDO or providing a performance guarantee as required by Section 13.8.3(p), the owner of each individual lot shall be responsible for planting the trees required by Section 12.11.2 and the trees must be planted before a certificate of occupancy may be issued for the property.

Density and Acreage Information

- The total number acres used to calculate density is 302.22.
- The overall density for the Bretagne development is 1.32 units per acre.

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Exhibit C
Development Schedule

<u>Calendar Year</u> <u>Beginning January 1</u>	<u>Units Commenced/Completed</u> <u>Single Family Units</u>
2007	0
2008	100
2009	100
2010	50
2011	50
2012	25
2013	25
2014	25
2015	15
2016	10

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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. Developer is the legal and equitable owner of the Bretagne Development Group, LLC, Tracts as identified in Exhibit A of this Agreement. Carrouth is the only legal and equitable owner of the Carrouth Tract except to the extent that Developer has an option to purchase the Carrouth Tract. Rowland is the only legal and equitable owner of the Rowland Tract except to the extent that Developer has an option to purchase the Rowland Tract.

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

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

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

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

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.* See Article IV, including specifically Section 4.05.

(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.* Not applicable except that in regards to any environmentally sensitive property, 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 Clerk of Court. 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 5.12.*

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 812, zoning the Property R-15 Moderate Density Residential/Agricultural District.
2. Ordinance No. 813, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of May 22, 2006. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of May 22, 2006. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.

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Lancaster County

P.O. Box 1809
101 N. Main St.
Lancaster, SC 29721

Telephone:
803-285-1565

September 5, 2012

Mr. Richard Unger
Parker Poe
1201 Main Street
Columbia,
SC 29201

Via: *J. Michael Ey*
McNair Law Firm

RE: *Bretagne*

Dear Mr. Unger,

In your letter of July 26, 2012, you asked that I confirm in writing that the Bretagne Development Agreement, by and among the County of Lancaster, Bretagne Development Group, LLC, and others, dated June 4, 2007, and recorded in Deed Book 403, Pages 100-135 in the Register of Deeds Office for Lancaster County (the "Bretagne Development Agreement"), "has been terminated as to the property of REDUS South Carolina, LLC and that neither REDUS South Carolina, LLC nor any future owner of the property or any portions thereof is obligated to perform any of the obligations of the Developer under the Development Agreement." The property of REDUS South Carolina, LLC is identified as the property on the plat recorded in Plat Book 2011, Pages 247 and 248 in the Register of Deeds Office for Lancaster County (the "Property"). Further, you have indicated by email dated September 4, 2012, that the Property "is the undeveloped property outside of the Bretagne Subdivision" and that none of the Property is inside the Bretagne Subdivision.

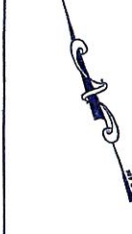
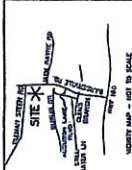
I confirm for you that the Bretagne Development Agreement no longer applies to the Property for any purpose, whether benefit or burden, by virtue of the court's order in the foreclosure action identified as Case No. 2009-CP-29-621.

Sincerely yours,

Steve Willis
County Administrator

SW/

cc: *Mike Ey, County Attorney*
Penelope Karagounis, County Planning Director



GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE LANCASTER COUNTY PUBLIC WORKS DEPARTMENT SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LANCASTER COUNTY PUBLIC WORKS DEPARTMENT AND THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LANCASTER COUNTY PUBLIC WORKS DEPARTMENT AND THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION.
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9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LANCASTER COUNTY PUBLIC WORKS DEPARTMENT AND THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LANCASTER COUNTY PUBLIC WORKS DEPARTMENT AND THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION.

LEGEND

1/2" = 1' (AS SHOWN)	1/4" = 1' (AS SHOWN)	1/8" = 1' (AS SHOWN)	1/16" = 1' (AS SHOWN)
1/32" = 1' (AS SHOWN)	1/64" = 1' (AS SHOWN)	1/128" = 1' (AS SHOWN)	1/256" = 1' (AS SHOWN)
1/512" = 1' (AS SHOWN)	1/1024" = 1' (AS SHOWN)	1/2048" = 1' (AS SHOWN)	1/4096" = 1' (AS SHOWN)
1/8192" = 1' (AS SHOWN)	1/16384" = 1' (AS SHOWN)	1/32768" = 1' (AS SHOWN)	1/65536" = 1' (AS SHOWN)
1/131072" = 1' (AS SHOWN)	1/262144" = 1' (AS SHOWN)	1/524288" = 1' (AS SHOWN)	1/1048576" = 1' (AS SHOWN)
1/2097152" = 1' (AS SHOWN)	1/4194304" = 1' (AS SHOWN)	1/8388608" = 1' (AS SHOWN)	1/16777216" = 1' (AS SHOWN)
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Lancaster County

P.O. Box 1809
101 N. Main St.
Lancaster, SC 29721

Telephone:
803-285-1565

Fax:
803-285-3361

September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Dale and Emily Barry
00030-0A-033.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel number 00030-0A-033.00. This waiver expires on September 30, 2019.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Steve Willis".

Steve Willis
County Administrator

A handwritten signature in blue ink, appearing to read "Steve Yeargin".

Steve Yeargin, CBO
Building Official



SW/

A handwritten signature in blue ink, appearing to read "Virginia Burgess".

Virginia Burgess
Deputy Clerk to Council



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803-285-3361

September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Obinna and Ngozi Oriaku
0003O-0B-007.00 & 0003O-0B-017.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel numbers 0003O-0B-007.00 & 0003O-0B-017.00. This waiver expires on September 30, 2019.

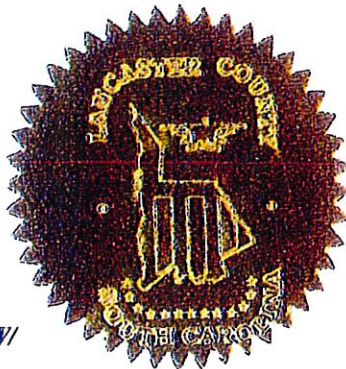
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County Administrator

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Steve Yeargin, CBO
Building Official



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Virginia Burgess
Deputy Clerk to Council



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September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Henry and Doris Childress
0006B-0A-012.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel number 0006B-0A-012.00. This waiver expires on September 30, 2019.

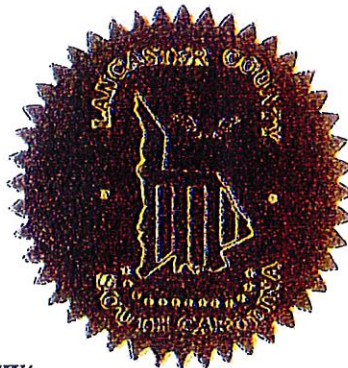
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Steve Yeargin, CBO
Building Official



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Virginia Burgess
Deputy Clerk to Council



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September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
John and Karen Ryan
0003O-0A-011.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel number 0003O-0A-011.00. This waiver expires on September 30, 2019.

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Steve Willis
County Administrator

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Steve Yeargin, CBO
Building Official

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Virginia Burgess
Deputy Clerk to Council



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September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Thomas and Darlene Seck
0003O-0B-012.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel number 0003O-0B-012.00. This waiver expires on September 30, 2019.

Sincerely yours,

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County Administrator

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Steve Yeargin, CBO
Building Official



SW/

Virginia Burgess
Virginia Burgess
Deputy Clerk to Council



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September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Daniel Schumacher
0003O-0B-014.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel number 0003O-0B-014.00. This waiver expires on September 30, 2019.

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Steve Willis
County Administrator

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Steve Yeargin, CBO
Building Official



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Virginia Burgess
Deputy Clerk to Council



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September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Alex and Barbara Shumate
0003O-0A-003.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel number 0003O-0A-003.00. This waiver expires on September 30, 2019.

Sincerely yours,

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Steve Willis
County Administrator

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Steve Yeargin, CBO
Building Official



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Virginia Burgess
Deputy Clerk to Council



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September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Weddington Capital, LLC
0006B-0A-006.00, 0006B-0A-008.00, & 0006B-0A-032.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel numbers 0006B-0A-006.00, 0006B-0A-008.00, & 0006B-0A-032.00. This waiver expires on September 30, 2019.

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Steve Willis
County Administrator

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Steve Yeargin, CBO
Building Official



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Virginia Burgess
Deputy Clerk to Council



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September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Peter Axhoj
0006C-0C-007.00 & 0006C-0C-008.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel numbers 0006C-0C-007.00 & 0006C-0C-008.00. This waiver expires on September 30, 2019.

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Deputy Clerk to Council



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September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
David and Beth Pilch
0003O-0A-025.00 & 0003O-0B-008.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel numbers 0003O-0A-025.00 & 0003O-0B-008.00. This waiver expires on September 30, 2019.

Sincerely yours,

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Steve Willis
County Administrator

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Steve Yeargin, CBO
Building Official



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Virginia Burgess
Deputy Clerk to Council



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Fax:
803-285-3361

September 30, 2014

Ms. Elizabeth H. Todd, Esquire
on behalf of
Steve and Joann Kaiser
0003O-0A-010.00

RE: 12-CP-29-00160

To Whom It May Concern:

This letter, upon presentation to the Lancaster County Building Inspections Department, will authorize the waiver of all building and zoning permit fees as well as all rooftop assessment fees associated with parcel number 0003O-0A-010.00. This waiver expires on September 30, 2019.

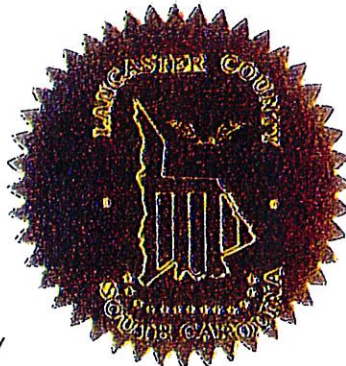
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Steve Yeargin, CBO
Building Official



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Virginia Burgess
Deputy Clerk to Council

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

IN THE COURT OF COMMON PLEAS

Dale Barry and Emily Barry; Henry)
Childress and Doris Childress; Steve)
Kaiser and Joann Kaiser; Obinna Oriaku)
and Ngozi Oriaku; David Piltch and)
Beth Piltch; John Ryan and Karen Ryan;)
Thomas Seck and Darlene Seck on)
behalf of the Seck Family Trust; Daniel)
Schumacher; Alex Shumate and Barbara)
Shumate; Peter Axhoj; Designer)
Construction Corporation; Stately)
Homes, LLC; and Weddington Capital,)
LLC,)

Plaintiffs,)

v.)

Bretagne Development Group, LLC;)
County of Lancaster, South Carolina;)
Troy Ludemann; Rick Wallister; Jason)
Munn; and Billy Rice,)

Defendants.)

C/A #: 12-CP-29-00160

RELEASE AND AGREEMENT

This Release and Agreement is voluntarily entered into and executed by the Plaintiffs in favor of Lancaster County, South Carolina and ends all litigation against Lancaster County and its agents and employees regarding this property and the claims made or that could have been made in this litigation.

WHEREAS, the Plaintiffs purchased property in Lancaster County in a subdivision then known as Bretagne and the infrastructure for the subdivision was not completed; and

WHEREAS, the Plaintiffs instituted suit against Lancaster County and others claiming a right to recovery against the Defendants; and

WHEREAS, Lancaster County vigorously contested its liability to the Plaintiffs in this legal proceeding; and

WHEREAS, the Plaintiffs and Lancaster County have negotiated an amicable resolution of all claims between them in exchange for a dismissal of Lancaster County from this litigation and a release of all claims against Lancaster County; and

WHEREAS, the Plaintiffs and Lancaster County acknowledge that this resolution is not deemed or considered an admission of liability or wrongdoing by the County or any of its personnel, but is a good faith settlement by both parties to avoid uncertainty and continued litigation expenses;

NOW, THEREFORE, the Plaintiffs, in exchange for the good and sufficient consideration stated herein, agree to the following:

1. Dismissal. The Plaintiffs agree to dismiss with prejudice all lawsuits and claims of any type which they have brought or could have brought against Lancaster County, its current and former employees, and agents, including but not limited to the lawsuit mentioned herein.

2. Release. In consideration of the covenants and promises herein, the sufficiency of which are hereby acknowledged, the Plaintiffs, for themselves and on behalf of their heirs, legal representatives, agents, executors, administrators, successors and assigns (collectively "Releasers"), hereby releases and forever discharges Lancaster County, its insurer the South Carolina Property and Liability Insurance Trust and all of their officers, directors, agents, attorneys, representatives, fiduciaries, committees and employees, past, present and future (collectively, "Releasees"), from any and all claims whether direct or derivative, under statutory and/or common law, of any nature whatsoever, both known and unknown, including, b

but not limited to, any and all claims, actions, damages, diminution in value, depreciation, property tax claims, lawsuits, obligations, actual legal fees and expenses, demands, benefits, debts, damages, losses, costs, expenses, judgments, actions and causes of action, of any nature whatsoever, both in law and equity, in tort or contract, now known or unknown, pled and unpled, which Releasors may have, or claimed to have had as of the date of this Release, or hereafter may have or assert to have arising out of the factual matters alleged in the pleadings in this litigation. The Plaintiffs agree that they will not commence, aid in any way, prosecute, or permit to be commenced on their behalf against any of the released parties any action or other proceeding based on any claims, demands, causes of action, obligations, damages, losses or other liabilities which are the subject of this Release.

3. Settlement Terms. In exchange for the Release and Dismissal, Lancaster County and its insurance carrier will provide the following:

a. Lancaster County will make a payment of \$230,000 to Plaintiff's counsel,

B. Elizabeth Todd. The South Carolina Property and Liability Insurance Trust will make a payment of \$10,000 to B. Elizabeth Todd. Plaintiffs will execute a document giving authority to the County and the Trust to make the check payable to Ms. Todd. The funds will be deposited into a trust account and will be dispersed to the Plaintiffs only after the County has received both a fully-executed copy of this Release and Agreement and the Stipulation of Dismissal of all claims against the County.

b. Lancaster County will commit \$100,000 to the future infrastructure development, as outlined in the Development Agreement between Lancaster County and Bretagne Development Group, so long as that infrastructure is completed within five years of the date of this Release and Agreement. The funds will be used to reimburse the developer for

expenses upon completion of the infrastructure. The funds will be released only with the agreement of the County and representatives of the Plaintiffs. That agreement for reimbursement should be made upon the entry of a development agreement for the completion of the infrastructure by a developer and the County. Agreement shall not be unreasonably withheld. After five years from the date of this agreement, the funds will revert to the County if the payment is not yet due and payable.

c. Lancaster County will waive the rooftop fee called for by the Development Agreement between Lancaster County and Bretagne Development Group. That waiver will apply to these Plaintiffs only for the lots they currently own in this litigation. That waiver will be effective only for a period of five years from the date of this Release and Agreement. This provision does not impact any future development agreement that is not yet in place.

d. Lancaster County will waive building permit fees for these Plaintiffs for the lots they own in this litigation for a period of five years from the date of this Release and Agreement. This waiver is transferable to any purchaser of these lots.

e. The Plaintiffs have requested and agree to the confidentiality of this settlement and this document. They Plaintiffs specifically covenant and agree that the terms of this settlement are confidential and they will not be released or divulged to anyone. The Plaintiffs further agree that this document is confidential and that the Plaintiffs will not release or divulge it or its terms to anyone other than the Plaintiffs accountants or tax advisors or as otherwise required by law. The Plaintiffs recognize that the County may be required by law to release information regarding this settlement and cannot covenant and agree to maintain confidentiality.