

Lancaster County Council Infrastructure and Regulation Committee Meeting Agenda

Tuesday, September 13, 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. **Approval of minutes of the August 9 and August 22 meetings – pgs. 2-6**
4. **Citizens Comments**
5. **Discussion/Action items**
 - a. Bretagne Development Agreement. *John Weaver – pgs. 7-77*
 - b. Impact fee study. *Steve Willis – pgs. 78-98*
 - c. Hospitality Tax. *Steve Willis – pgs. 99-105*
 - d. Verbal update - fleet maintenance facility. *Steve Willis*
 - e. County Engineering Department. *Steve Willis and Jeff Catoe – pg. 106*
 - f. Animal Shelter. *Jeff Catoe – pg. 107*
 - g. Next steps in the County's budgeting strategy. *Kimberly Hill – pgs. 108-116*
6. **Adjournment**

Anyone requiring special services to attend this meeting should contact 285-1565 at least 24 hours in advance of this meeting. Lancaster County Council Infrastructure and Regulation Committee agendas are posted at the Lancaster County Administration Building and are available on the Website: www.mylancastersc.org

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



Members of the Lancaster County Council Infrastructure and Regulation Committee

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

DRAFT

Tuesday, August 9, 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-removing item 5d, Bretagne Development Agreement Amendment. Seconded by Jack Estridge. Passed 3-0.

Minutes of the July 12, 2016 meeting

MOTION was made by Larry McCullough to approve the minutes of the July 12, 2016 meeting. Seconded by Jack Estridge. Passed 3-0.

Citizen Comments

Jane Tanner, 7045 Whittingham Drive, Indian Land, spoke regarding the development agreement for Bretagne Development and requested that the \$100,000 that was removed from agreement for the library, given to the Carolina Thread Trail be given back to the library.

Chaplin Spencer, Attorney for Bretagne, spoke regarding the development agreement and noted the amendment is to get some relief for the owners from the roof top fees. There are no homes built there are this time. The proposed number of homes is 147-149.

DRAFT

Larry Catledge, 7048 Catledge Drive, spoke regarding Operation Rudolph and submitted a handout attached as schedule A, showing pictures of the drop off boxes.

Waylon Wilson, 15117 Legends Oaks Court, asked if Bretagne would be addressed later in the meeting.

Jeff Kronengold, 8011 Coral Ridge Drive, Coral Springs, FL, of TDON, stated that TDON is a contract purchaser in the original Development Agreement and was interested in how Sections 1,2, and 3 of the agreement would affect their rights in the contract.

Discussion/Action

Clothing collection bins at County Recycling sites

Jeff Catoe discussed that the convenience sites in Kershaw, Heath Springs and Erwin Farm would be the trial sites through December 31, 2017. At these sites, staff would monitor traffic, cleanliness and content. He stated that the placement of the bins and insurance information would need to be approved by the county Risk Manager.

Steve Willis noted that we did not need formal approval of the Council as we would handle administratively.

Fleet Maintenance facility

Steve Willis reported that he has met with Misters Montgomery and Whitman of MCON, and it would cost \$4,000 to design a rough draft of a facility and perform a hard data comparison. He said that part of the design would be 6 pull in – back out bays with the minimum of 30 feet, relocate the office space, and one heavy truck lift. He noted that the \$4,000 was not budgeted.

Larry McCullough moved to proceed with the study to come back to this Committee in October. Seconded by Jack Estridge. Passed 3-0.

Note for the record: If the study comes in prior to October, the Committee could call a special meeting to discuss.

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

Steve Willis informed the Committee that the Town of Kershaw had been allowing the Kershaw Community Park Council (KCPC) to utilize office space the town owned. That space is being withdrawn so that the town can make renovations. KCPC has requested to utilize vacant office space in the Kershaw Government Complex.

LANCASTER COUNTY COUNCIL INFRASTRUCTURE AND REGULATION
COMMITTEE

AUGUST 9, 2016

PAGE 3

Steve Willis noted that if Council moves forward he recommended a one-year lease with options to renew. The lease would need to come to full Council with three readings of an ordinance and a public hearing.

Jack Estridge moved that we recommended to Council a one (1) year lease and encourage KCPC to find a permanent place. Seconded by Larry McCullough. Passed 3-0.

Bretagne

Chairman Honeycutt noted that the Bretagne Development Agreement would come back to the next meeting to discuss. This is a large document and there is a homeowners association to take into consideration and the Committee did not want to miss anything.

Adjournment

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

Respectfully Submitted:

Approved by Committee Chair

Debbie C. Hardin
Clerk to Council

Larry Honeycutt, Committee Chair

MINUTES OF THE LANCASTER COUNTY COUNCIL INFRASTRUCTURE AND REGULATION
COMMITTEE

COUNTY ADMINISTRATION BUILDING
COUNCIL CONFERENCE ROOM
101 N. MAIN STREET, LANCASTER

DRAFT



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

Monday August 22, 2016

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

Larry Honeycutt called the meeting to order at 4:00 p.m.

Approval of Agenda

Larry McCullough moved to approve the agenda. Seconded by Jack Estridge. Passed 3-0.

Executive Session

Larry McCullough moved to go into Executive Session to discuss a proposed contractual arrangement. Jack Estridge Seconded. Passed 3-0.

Jack Estridge moved to come out of Executive Session. Seconded by Larry McCullough. Passed 3-0.

John Weaver noted that during the course of Executive Session there were no votes taken and no motions made.

Upon returning to open session, there were no actions taken on items discussed in Executive Session.

DRAFT

Adjournment

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

Respectfully Submitted:

Approved by Committee Chair

Debbie C. Hardin
Clerk to Council

Larry Honeycutt, Committee Chair

August 25, 2016

Via 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:

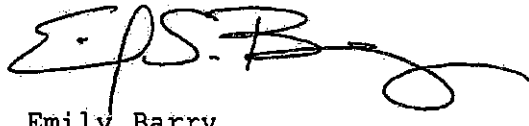
This letter is to provide additional information regarding the Bretagne Subdivision as requested by the Lancaster County Council Infrastructure and Regulation Committee. As an original lot owner and HOA president, I can assure Lancaster County that this will be a great neighborhood.

The Restrictive Covenants for Bretagne Subdivision include numerous provisions to ensure an upscale neighborhood. First, our neighborhood will be a gated community. We are currently designing a neighborhood amenity center with a pool that will cost in excess of a million dollars. Article III of the Covenants requires a minimum of 2,200 heated square feet for houses in The Villages and 3,500 in The Estates. Article VIII of the Covenants establishes the Architectural Review Committee and requires compliance with the residential planning guide. These rules are strict to ensure proper design standards and prohibit certain exterior materials such as vinyl siding. We anticipate price ranges starting above \$500,000 in The Villages and above \$650,000 in The Estates.

We plan to commence installation of roads and infrastructure in The Estates section within sixty (60) days of approval of the development agreement and have the entire neighborhood completed within a year of approval. Construction of houses should begin in the Spring of 2017 as many lot owners have house plans and are waiting to start building their homes.

I hope this letter provides the requested background information for approval of our amendment to the development agreement.

Bretagne Subdivision HOA

A handwritten signature in black ink, appearing to read 'E. Barry', with a long horizontal flourish extending to the right.

Emily Barry
President and Lot Owner

cc: Chaplin Spencer, Esq.
John Weaver, Esq.

00123796.1

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Agenda Item Summary

Ordinance #

Contact Person: John Weaver

Department: County Attorney

Date Requested to be on I&R Committee Agenda: September 13, 2016

Date Requested to be on County Council Agenda: September 26, 2016

Issues for Consideration: Whether or not it is appropriate for Council to consider an amendment to a Development Agreement (DA) entered into with Bretagne Development Group, LLC and others on June 4, 2007 by the passage of ordinance 813? If approved, a portion of the entire 302 acre tract (Phases 1,2 & 3) would be separated out from the remaining portion (Phase 7) of the tract so as to allow the necessary infrastructure in Phases 1,2 & 3 to be completed at the expense of the existing property owners so that applications for individual building permits can be made by the individual property owners of the previously platted lots in Phases 1,2 & 3.

Points to Consider: The original Development Agreement divided the acreage into seven (7) separate phases for development. Phases 1,2 & 3 began being developed, but progress stopped with the economic downturn soon thereafter in 2008. However, prior to that time, lots in Phases 1,2 & 3 were platted and sold by the developer prior to the infrastructure being completed, such being permitted by Lancaster County because the developer provided a substantial Letter of Credit (LOC) in the event that the infrastructure was not completed. That, in fact, did occur; but the county's error in not timely cashing the LOC caused funds not to be available to complete the infrastructure.

As a result of the developer's bankruptcy, Phases 4,5 & 6 were sold off (Pulte) and removed by court order from the Development Agreement. Phase 7 was at that point, and today is, still owned by the original individual property owner and was not subject to bankruptcy. That parcel, Phase 7, is under contract to TDON Development, is still subject to the original DA, has not been platted and remains undeveloped.

As part of the DA, the developer agreed to pay to the county \$8,000 for each residential dwelling, \$15,000 in county costs (attorney fees) and \$100,000 to the county for library books and supplies for the Indian Land library (Sun City).

In the requested 1st Amendment to the original DA, the HOA and individual property owners, through their wholly owned development arm, Bretagne Holdings, Inc. seeks no material change from the technical aspects of the terms and conditions of the original DA since all of the lots previously have been platted and sold to individuals, individuals (and subsequent purchasers) that have been unable to build on their lots because of the county's error years earlier.

The 1st Amendment does include a provision that the rooftop fee be reduced from the original \$8,000 down to the \$1,500 (public safety/schools) rooftop fee that is the county's generally accepted present fee. The amendment also contains a provision that the \$100,000 library fee be waived. Within Phases 1,2 & 3 there are 149 single –family residential lots. It is estimated that the cost to each lot owner for their proportional cost of completing the infrastructure will be \$34,000. (\$5,000,000 estimated total)

The county's LOC error resulted in litigation that several years ago was settled. Conditions of the settlement relevant to the 1st Amendment included:

- a. the county contributes \$100,000 toward the infrastructure costs (that money is budgeted and available);
- b. rooftop fees and building fees waived for approximately 15 of the 149 lots.

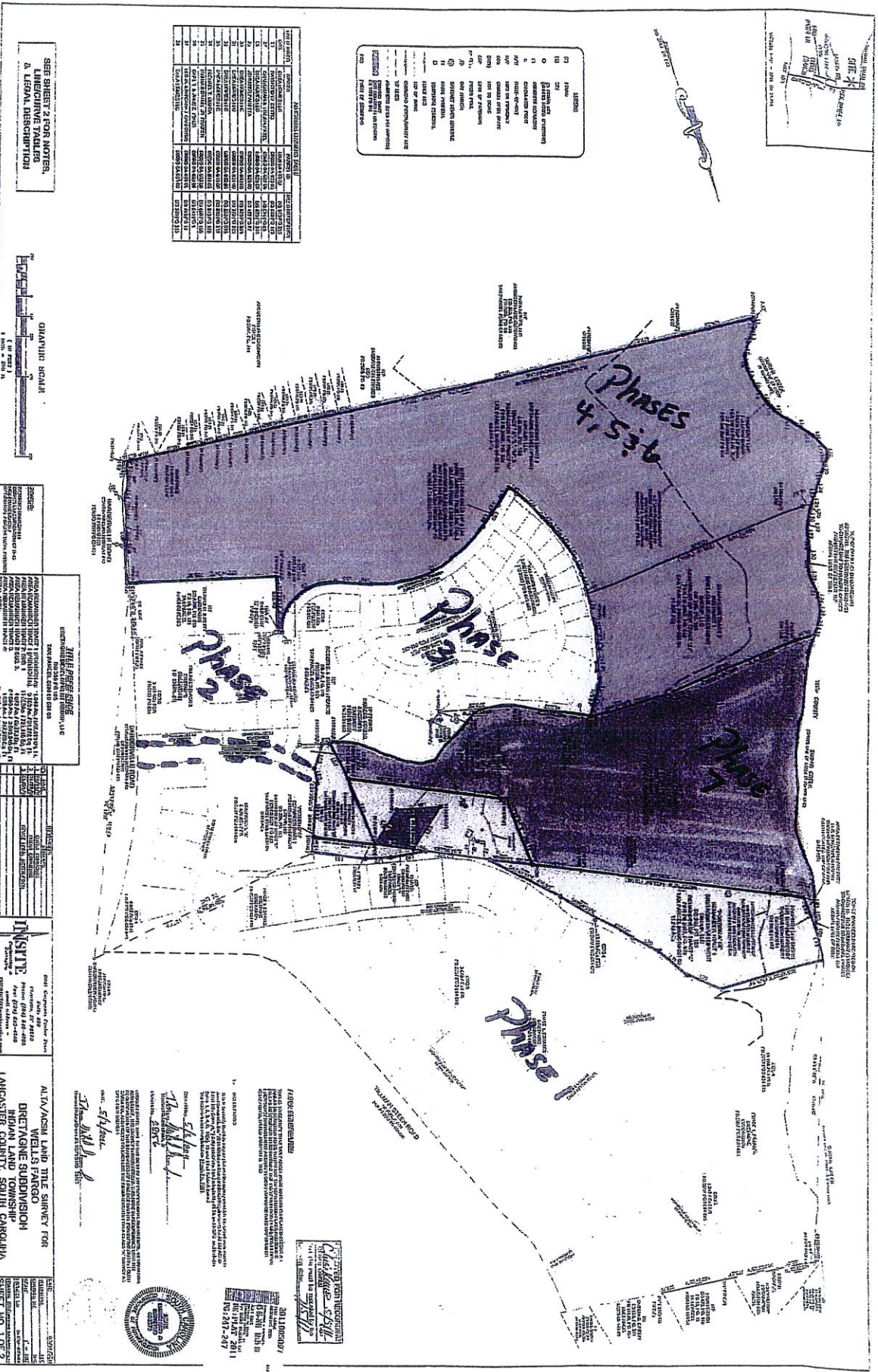
Lastly, if the 1st Amendment to the DA is passed, there will be a stand alone amended DA with Phases 1,2 & 3. The original 2007 DA will remain in place and be applicable to Phase 7.

Funding & Liability Factors: N/A

Council / Committee Options:

1. The 1st Amendment terms can be rejected and the original DA can remain in full force and effect for Phases 1,2 & 3.
2. The 1st Amendment terms can be accepted.
3. The 1st Amendment terms can be modified either upward or downward from the proposal made by the HOA developer as the Council deems appropriate.

Recommendation: The decision of the Council / committee is a policy decision that is beyond the staff responsibilities.



SEE SHEET 2 FOR NOTES,
LANDING TABLE,
& LEGAL DESCRIPTION

GRAPHIC SCALE
1" = 100' (1" = 100')

PROJECT:
ATVA/ACM LAND TITLE SURVEY FOR
WELLS FARGO
DIETZ/VOGEL SUBDIVISION
INDIAN LAND TOWNSHIP
LANCASTER COUNTY, SOUTH CAROLINA

CLIENT:
WELLS FARGO BANK, N.A.
1000 PARKWAY, SUITE 100
COLUMBIA, SOUTH CAROLINA 29201
TEL: 803.799.1234
FAX: 803.799.1235
WWW.WELLSFARGO.COM

DATE OF SURVEY:
10/27/2011
TIME OF SURVEY:
10:00 AM
SURVEYOR:
JAMES H. HARRIS, III
REGISTERED PROFESSIONAL SURVEYOR
SOUTH CAROLINA
NO. 12345
EXPIRATION DATE:
10/27/2014

INSITE:
PROJECT NO. 1000
SUBDIVISION NO. 1000
BLOCK NO. 1000
LOT NO. 1000

ATVA/ACM LAND TITLE SURVEY FOR
WELLS FARGO
DIETZ/VOGEL SUBDIVISION
INDIAN LAND TOWNSHIP
LANCASTER COUNTY, SOUTH CAROLINA

DATE OF SURVEY:
10/27/2011
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10:00 AM
SURVEYOR:
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REGISTERED PROFESSIONAL SURVEYOR
SOUTH CAROLINA
NO. 12345
EXPIRATION DATE:
10/27/2014

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10:00 AM
SURVEYOR:
JAMES H. HARRIS, III
REGISTERED PROFESSIONAL SURVEYOR
SOUTH CAROLINA
NO. 12345
EXPIRATION DATE:
10/27/2014

Bretagne

A. Original Termination Analysis

Agreement Dated: June 4, 2007
Term: 10 years⁸
Term Commencement Date: June 4, 2007
Original Termination Date: June 3, 2017

B. Effect of Tolling Legislation

1. 2010 Act

Is the development approval current and valid at any point during the period beginning January 1, 2008 and ending December 31, 2012? Yes.

2010 Act Clock Stopped / Tolloed: December 31, 2007 (210 days expired)

2010 Act Clock Resumes: January 1, 2013

2. 2013 Act

Is the development approval current and valid on December 31, 2012? Yes.

2013 Act Clock Stopped / Tolloed: January 1, 2013

2013 Act Clock Resumed: January 1, 2017 (9 years, 155 days remaining)

3. Revised Termination Date

Revised Termination Date: June 3, 2026

C. Summary

The effect of the two acts would be to extend the original termination date from 2017 to 2026. In a foreclosure action by Wells Fargo, the court terminated the Bretagne Development Agreement as it related to the property subject to the foreclosure action.

⁸ The development agreement provides that it "commences on the date this Agreement is executed by the Parties and terminates ten (10) years thereafter." The execution page indicates "the parties hereto have executed this Agreement as of the date first above written."

2007008672

AFFIDAVIT
RECORDING FEE

\$42.00

RECORDED & INDEXED:

06-05-2007 01:14 PM

JOHN LANE

REGISTER OF DEEDS

LANCASTER COUNTY, SC

By: CANDICE KIRKLEY DEPUTY

BK:DEED 403

PG:100-135

(Space above this line for recording use)

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

This DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the fourth day of June, 2007, by and among BRETAGNE DEVELOPMENT GROUP, LLC ("Developer"), a North Carolina limited liability company, LINDA S. ROWLAND ("Rowland"), BLANCHE CARROUTH and ARNOLD E. CARROUTH (collectively, Blanche Carrouth and Arnold E. Carrouth are referred to as "Carrouth")(collectively, Rowland and Carrouth are referred to as "Owners") and the COUNTY OF LANCASTER (the "County"), a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer is developing certain real property, consisting of three hundred two and twenty-two hundredths (302.22) acres, more or less, located in the County and known as the Bretagne development and presently zoned R-15 Moderate Density Residential/Agricultural District;

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

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

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among

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

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified as 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.

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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

By: [Signature]
Arnold E. Carrouth

ADDITIONAL SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

Michael E.
Donna Robinson

By:

Steve Willis
Steve Willis
County Administrator

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STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

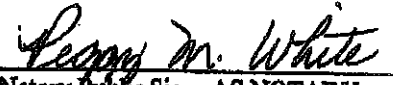
PROBATE

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)
) PROBATE
COUNTY OF LANCASTER)

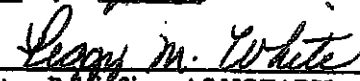
PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Arnold Carrouth, as attorney-in-fact for Blanche Carrouth, sign, seal and as his act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the 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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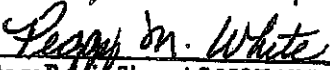
STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER) PROBATE

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

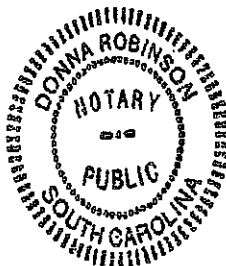
SWORN to before me this
4 day of June, 2007.

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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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) **FIRST AMENDMENT TO THE**
) **DEVELOPMENT AGREEMENT**
) **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 (Phase 7 is comprised of the Carrouth Tract, Rowland Tract, and portions of the Bretagne Development Group, LLC Tract identified as Parcel No. 0006-00-001.00 as described on Exhibit "A" to the original Development Agreement). 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 Development Agreement for Bretagne Phases 1, 2 and 3 (and not applicable to Phase 7 of the Bretagne development), and the Amended Development Agreement for Bretagne Phases 1, 2 and 3 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 DEVELOPMENT AGREEMENT FOR BRETAGNE PHASES 1, 2 and 3 (the "Agreement"), 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>	<u>Units Commenced/Completed</u>
<u>Beginning January 1</u>	<u>Single Family Units</u>
2017	25
2018	

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 Development Agreement for Bretagne Phases 1, 2 and 3 based on the Development Agreement as originally executed and recorded as amended by this First Amendment (the "Amended Development Agreement"). County and Developer agree to

cooperate with the execution of the Amended Development Agreement. The Amended 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: _____

Bob Bundy, Chair, County Council

DATE: _____, 2016

BY: _____

Steve Harper, Secretary, County Council

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: _____

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

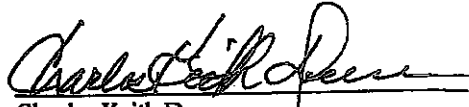
DEVELOPMENT AGREEMENT – Bretagne Holdings, LLC (Bretagne Amendment)

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

Date of PC Meeting: July 19, 2016
✓ Approved — Denied — No Action
with conditions (7-0)

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.

Draft – August 11, 2016

(Space above this line for recording use)

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

) **AMENDED DEVELOPMENT AGREEMENT**
)
) **FOR**
) **BRETAGNE PHASES 1, 2 AND 3**

This **AMENDED DEVELOPMENT AGREEMENT FOR BRETAGNE PHASES 1, 2 and 3** (the "Agreement"), 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.

RECITALS

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;

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

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

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

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified as 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 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.

(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 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.

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

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

(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.

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

(11) Reserved.

(12) "Parties" means County and Developer.

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

(14) Reserved.

(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 and Developer.

Section 1.04. Property. This Agreement applies to the land described in Exhibit A, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. The Property is generally known as Phases 1, 2 and 3 of 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 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.

(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) 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 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.

Section 1.10. Term. The term of this Agreement commences on the date this Agreement is executed by the Parties and terminates on June 3, 2026.

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 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.

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) 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 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. Reserved.

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.

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:

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

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after 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 (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 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.

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WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By:

Steve Willis
County Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

PROBATE

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

First Witness Signs Again Here

Seal

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

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

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Exhibit A
Property Description

Bretagne

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.

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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.

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.

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.

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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

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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 roads and common areas, but not the lots sold for single family residential dwelling units.*

(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. 2016-____ approving the First Amendment to this Development Agreement.

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Exhibit F
Overall Development Plan

See attached.

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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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)

ORDINANCE NO. 2016-____

AN ORDINANCE

TO APPROVE A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR BRETAGNE PHASES 1, 2 AND 3; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR BRETAGNE PHASES 1, 2 AND 3; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations; Purpose.

A. The Council finds and determines that:

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

(b) Council approved a development agreement for the Bretagne development and that development agreement, dated June 4, 2007, is recorded in the records of the Lancaster County Register of Deeds in Deed Book 403, Pages 100-135 (the "Development Agreement"); and

(c) the property owners association for the lot owners in Phases 1, 2 and 3 of the Bretagne development and the successor developer of Phases 1, 2 and 3 of the Bretagne development have requested Council to approve amendments to the Development Agreement as it relates to Phases 1, 2 and 3 so as to allow completion of development of those phases.

B. It is the purpose of this ordinance to approve an amendment to the Development Agreement.

Section 2. Approval of First Amendment; Authorization to Act.

A. The Council Chair and Council Secretary are each authorized, empowered and directed to execute, acknowledge and deliver a First Amendment to the Development Agreement for Bretagne

Phases 1, 2 and 3 between Bretagne Holdings, LLC, and the County of Lancaster relating to Phases 1, 2 and 3 of the Bretagne development (the "First Amendment") in the name and on behalf of the County of Lancaster. The form of the First Amendment is attached hereto as Exhibit A and all terms, provisions and conditions of the First Amendment are incorporated herein by reference as if the First Amendment were set out in this ordinance in its entirety. By adoption of this ordinance, the Council approves the First Amendment and all of its terms, provisions and conditions. The First Amendment is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the First Amendment attached to this ordinance.

B. The Council Chair and Council Secretary are each authorized to execute and deliver any related instruments, documents, certificates and other papers as are necessary to effectuate the purpose of this ordinance and the First Amendment, including but not limited to, an Amended Development Agreement for Bretagne Phases 1, 2 and 3. The Council and its duly elected or appointed officers and any other County official are each authorized to take any and all action as may be necessary to effectuate the purposes of this ordinance and the First Amendment.

Section 3. Severability.

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

Section 4. Controlling Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

And it is so ordained, this ____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

Planning Commission Public Hearing:

First Reading:

Second Reading:

Council Public Hearing:

Third Reading:

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Exhibit A to Ordinance No. 2016-____

**First Amendment to the Development Agreement for Bretagne Phases 1, 2 and 3
Between
Bretagne Holdings, LLC, and the County of Lancaster**

See attached.

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Debbie Hardin

From: Steve Willis
Sent: Wednesday, August 10, 2016 9:09 AM
To: Penelope Karagounis; Veronica Thompson; Bob Bundy; Brian Carnes; Charlene McGriff (CMcGriff@comporium.net); Jack Estridge (jackestridge@yahoo.com); Larry Honeycutt (lhoney@comporium.net); Larry McCullough (mccullough2008@comporium.net); Steve Harper
Cc: Debbie Hardin; mosteller@comporium.net; Terry Graham
Subject: Impact Fee Study
Attachments: Impact Fee Study 2016 - August for Council.pdf

Council members and Penelope,

Attached is the Impact Fee Study report from the COG. This came in yesterday while I was out at the dentist office. This is related to the UDO rewrite so I wanted to make sure that everyone got a copy for study as soon as possible. This will come to I&R in September and Council after that.

Strictly from a personal perspective I would offer the following comments:

- This would only impact the fast growing panhandle area. It is important to note that the proceeds from any Impact Fee can only be spent in the area that is charged the fee. Any fee revenue could not be spent in the rest of the county.
- The area affected is limited but that is also the only area where we have had Development Agreements.
- The idea is that this would become the standard methodology for “growth to pay for growth” in lieu of Development Agreements.
- Council subsequently asked that a transportation component be considered and that study is underway. That was not included in the original request of the COG. As Council will recall we noted when the idea of Impact Fees first came up that places ranging from Berkley County (repealed their road impact fee) to Fort Mill (passed their road impact fee but set it at \$0) have decided that while other impact fees are worthwhile the negative affect on commercial establishments did not merit having the transportation impact fee. While I am admittedly a fan of Impact Fees (as noted below) I do not feel a Transportation Impact Fee would be worth putting Council through the inevitable backlash from the business community and do not support that one component.
- My rationale for supporting the idea of an Impact Fee is twofold:
 - The Impact Fee affects all construction the same. Development Agreements allow some residents to be charged for the impact of their new home but others escape paying. This is not equitable. NOTE:
 - The Impact Fee would end the use of Development Agreements. These create a nightmare for staff to administer as they create special zoning districts with special rules. We have all seen the problems when you have numerous developments with individual special rules. Once we have the new UDO in place I feel it should apply equally to all new development so everyone is playing under the same rules. Again, it is a matter of treating everyone equitably.

I would encourage all members and members-elect to review this and provide feedback to the I&R Committee members as well as Penelope and myself.

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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Indian Land/Van Wyck Impact Fee Study

August 2016

Prepared by:



www.catawbacog.org

OVERVIEW

The adoption of a Capital Improvements Program is a statutory prerequisite to the imposition of impact fees. The CIP 2016-2025 prepared by Catawba Regional Council of Governments is the companion report to this study and meets the requirements as stated in the South Carolina Development Impact Fee Act, SC Code of Laws Chapter 1, Article 9.

An impact fee system may be a useful tool for Lancaster County; however, impact fees have some limitations; including:

- Can only be used to offset the proportion of capital expenses that may be attributed to a new development.
- May not be used to meet existing capital deficiencies.
- Capital equipment and vehicles must have an individual unit purchase price of \$100,000.
- Must be expended within five years of receipt or the County must return the funds to the developer who paid them.

This study contains analyses of the total capacity, the level of current usage and commitments of usage of capacity of existing public facilities. Robby Moody, AICP, Senior Planner, Catawba Regional Council of Governments prepared these analyses in consultation with responsible officials of Lancaster County and using generally accepted principles and professional standards. The geographic area for this study is the Indian Land/Van Wyck portion of Lancaster County and is further defined as census tracts 112.01 and 112.02.

POPULATION TRENDS

The population of Lancaster County has grown significantly over the last decade primarily due to rapid development of the Indian Land/Van Wyck community. The US Census Bureau reported the population as 7,059 in 2000 and 19,729 in 2010 for a ten-year growth rate of 179.5%. Lancaster County as a whole grew to 76,652 residents or 24.9% during the decade of the 2000s. American Community Survey data estimates for 2014 show continued population growth for Indian Land to 21,810 residents; a 10.5% increase from 2010.

This accelerated rate of growth for Indian Land/Van Wyck reflects its premier location in the county and proximity to the Charlotte metropolitan area. Table 1 provides a summary of the population trend in Indian Land/Van Wyck and Lancaster County.

Table 1 - Population 2000-2014

Locality	2000 US Census	2010 US Census	2014 ACS Estimate	% change 2000-10	% change 2000-14
Lancaster Co.	61,351	72,302	79,515	17.8%	29.6%
Indian Land/Van Wyck	7,059	13,651	21,810	93.4%	209.0%

Source: US Census Bureau

Figure 1 shows the location of the Indian Land/Van Wyck study area in relation to Lancaster County and surrounding counties in the region.

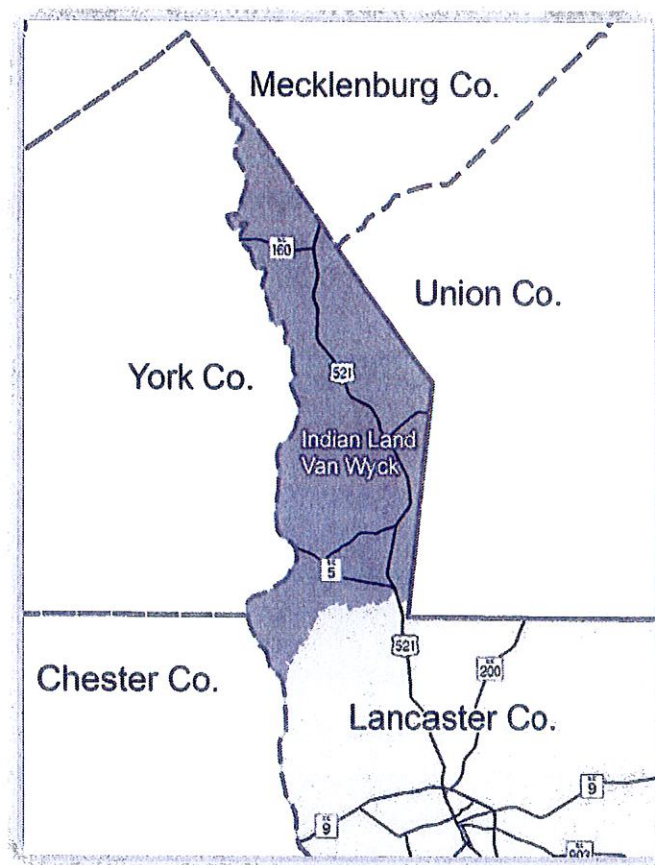


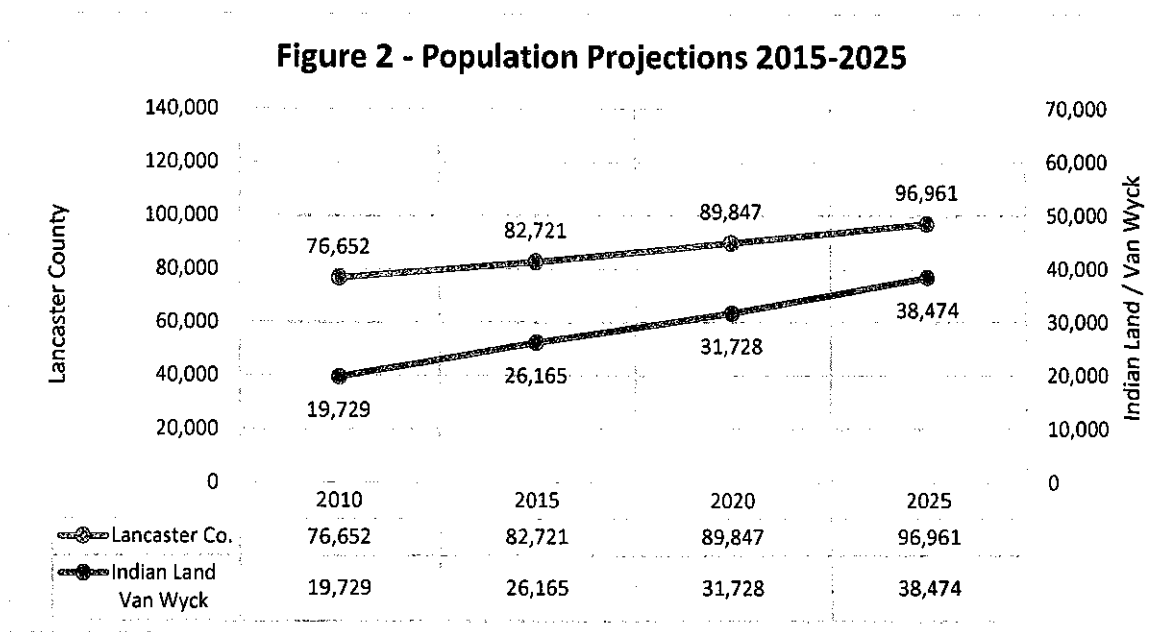
Figure 1 – Indian Land/Van Wyck Study Area

POPULATION PROJECTIONS

While population estimates are prepared annually by the American Community Survey, reliable population projections are not as readily available. *CONNECT: Our Future*, a recent bi-state regional planning effort, set population and employment benchmarks for 2050. Based on this data Lancaster County is projected to have 119,800 residents and 32,400 employees. Esri's *Business Analyst* produced estimates and projections for Indian Land/Van Wyck and Lancaster County for 2015 and 2020.

Using these sources projections have been devised for the population of Indian Land/Van Wyck over the next ten years. These types of projections necessarily involve a level of speculation, because future growth rates could change dramatically from recent trends based on economic forces or policy modifications. However, in order to plan for the future, some projections of population need to be made.

Figure 2 – Population Trend 2010-2025 provides a summary of population projections that show marked growth in both the County (96,961) and Indian Land/Van Wyck (38,474) to 2025. These projections assume that the rate of development will continue on average at 3% per year within Indian Land/Van Wyck.



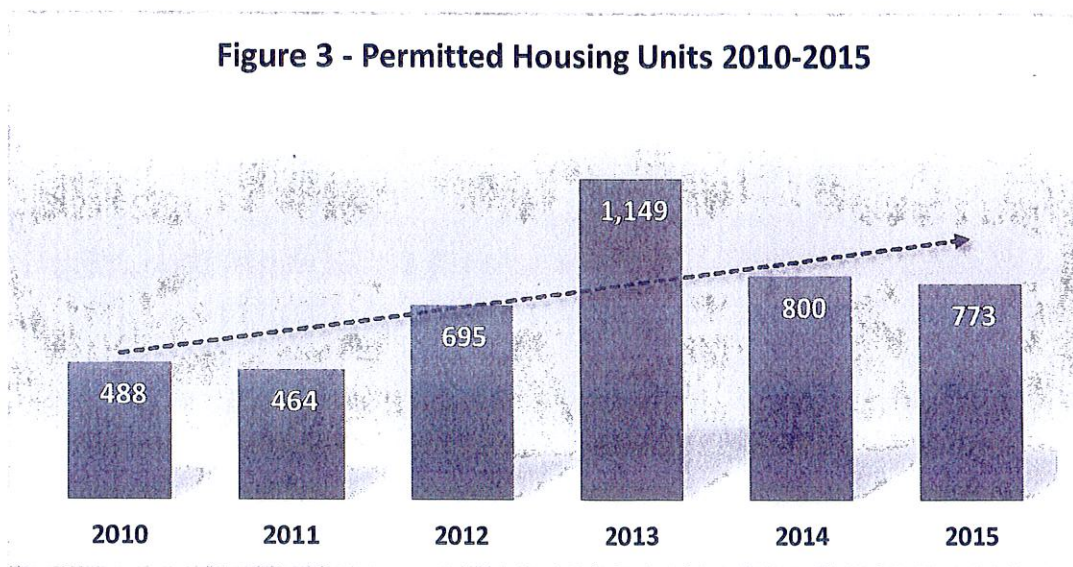
Sources: US Census Bureau, 2010, Table DP01 Esri Business Analyst 2015 & 2020 with computations by CRCOG.

PROJECTED LAND USE, GROWTH & DEVELOPMENT

Indian Land/Van Wyck is a rapidly developing community in northern Lancaster County. Its proximity and direct access via US Highway 521 to Charlotte has spurred the proliferation of single-family subdivisions and strip commercial developments along this corridor. Residential is the predominant land use in Indian Land/Van Wyck, with single-family housing out-pacing multi-family at a rate of almost 12:1.

Catawba Regional COG produces a quarterly report for the four-county region that examines building permit activity. This data provides valuable information and can be assigned to individual census tracts to help identify trends and develop projections for future development. In the case of this study, Census Tracts 112.01 and 112.02 encompasses the Indian Land/Van Wyck study area.

Figure 3 depicts residential building permit activity from 2010 to 2015. It is apparent construction activity accelerated in the post-recession years with a peak in 2013. The trend line has been positive and promises to continue based on the inventory of approved developments.



Source: Catawba Regional COG Building Permit Database.

Several residential projects are in various stages of development in the study area. Some are under construction and others have received plan level approval. This study makes the assumption that developments that have been approved, but that are awaiting building permits will be completed during the 10-year horizon of the study.

The following series of tables was created to help calculate the average number of persons per household by housing category based on American Community Survey data as reported by the US Census Bureau.

Table 2.1 – Occupied Housing Units

Housing Category	Units
Single-family (Attached or Detached)	8,238
Mobile Home	809
Multi-family (2 or more units)	364
Total	9,411

Source: US Census Bureau, American Community Survey, 2010-2014, Table DP04

Table 2.2 – Population in Occupied Housing Units

Housing Category	Units
Single-family (Attached or Detached)	19,348
Mobile Home	2,049
Multi-family (2 or more units)	408
Total	21,805

Source: US Census Bureau, American Community Survey, 2010-2014, Table B25033

Table 2.3 – Persons per Household in Occupied Housing Units

Housing Category	Units
Single-family (Attached or Detached)	2.35
Mobile Home	2.53
Multi-family (2 or more units)	1.12
Study Area Average	2.32

Sources: US Census Bureau, American Community Survey, 2010-2014, Tables DP04 & B25033 with computations by CRCOG.

Indian Land/Van Wyck averages 2.32 persons per occupied housing unit. **Table 3 - Projected Housing Units & New Residents by 2025** provides a summary of future housing units and residents per housing category.

Table 3 - Projected Housing Units & New Residents by 2025¹

Housing Category	Approved	Permitted	Projected	Residents
Single-family (Attached or Detached)	15,250	8,890	6,360	14,937
Multi-family (2 or more units)	3,200	1,994	1,206	1,352
TOTAL	18,450	10,884	7,566	16,289

Single-family housing units are projected to make up 84.1% of new residential development in Indian Land/Van Wyck resulting in approximately 15,000 new residents. The remaining 15.9% share of the housing market will consist of multi-family units drawing almost 1,400 additional residents. These projections exceed those shown in Figure 2 which forecasts approximately 10,000 new residents in Indian Land/Van Wyck by 2025.

The pace at which developments are approved, permitted and sold is market dependent and subject to change, therefore, these projections are intended to be informational for the purposes of this study.

Using 2010 US Census data, estimates from Esri's *Business Analyst* and incorporating the data from Table 3, the resulting figures and rate of change for population and housing units are shown in **Table 4 – Projected Growth Rates for Housing & Population**. Specifically, the projected number of new housing units and residents was added to the figures for 2015 to calculate the total for 2025. Data for 2020 was produced by Esri's *Business Analyst*. The annual growth rates for housing and population show strong consistency for the 15-year period. This sustained and accelerated growth will continue to strain County resources.

Table 4 - Projected Growth Rates for Housing & Population

Year	Occupied Housing Units	% Change	Population	% Change
2010	8,008	--	19,729	--
2015	10,715	33.8%	26,165	32.6%
2020	12,997	21.3%	31,728	21.3%
2025	18,281	40.7%	42,454	33.8%

Sources: US Census Bureau 2010, Table DP04, Esri Business Analyst & CRCOG.

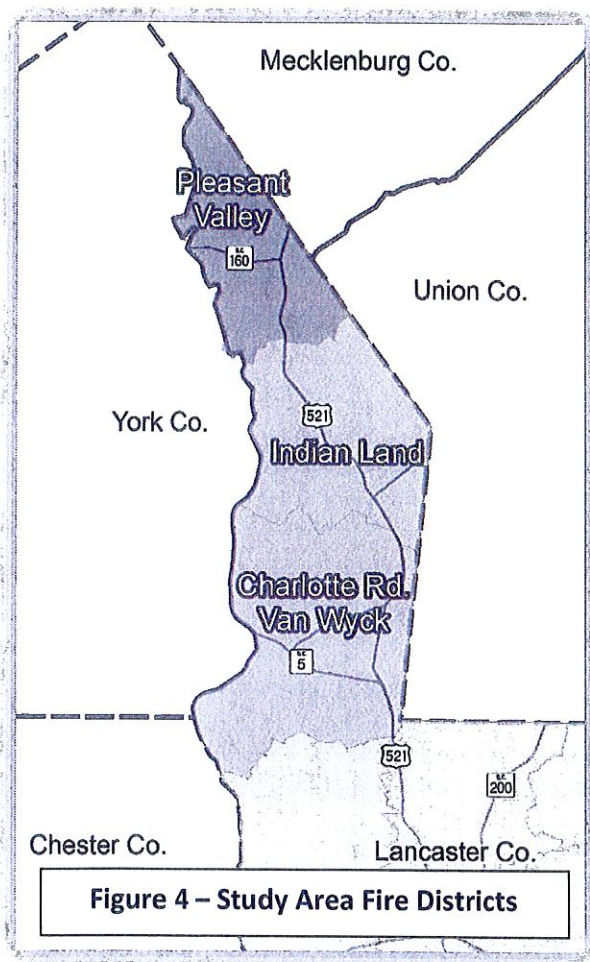
These new homes and residents will increase the demand for all public services. In particular, demands on public safety including law enforcement, fire protection and emergency medical

¹ Listing current as of December 31, 2015, see Appendix A.

service and community facilities like recreation centers, parks and libraries create the need for additional facilities and equipment.

Therefore, it is prudent for local leaders to thoughtfully consider the tools available to ensure that the quality of life and existing levels of service are not compromised for both current and future residents. To this end, there are several capital projects recommended in the Capital Improvements Program that are consistent with and supportive of the long term goals of Lancaster County.

EXISTING LEVELS OF SERVICE



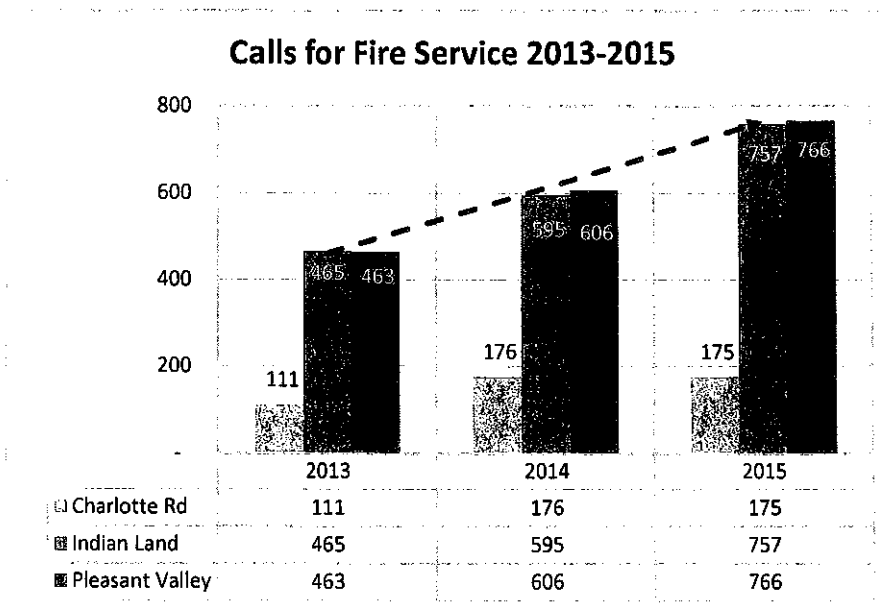
The following section provides information on the current levels of service (LOS) for selected capital facilities and public services for Indian Land/Van Wyck that are provided by various Lancaster County departments and agencies. In addition, projects that may be funded with impact fees are specifically listed. The Lancaster County CIP has a complete list of equipment and services for the FY2016-2025 period. Current levels of service are provided for approximately 26,165 residents and approximately 10,715 occupied housing units.

Public Safety

Fire Service

The existing level of fire protection service is based on Insurance Services Office (ISO) ratings and National Fire Protection Association standards. There are three fire districts that serve Indian Land/Van Wyck—Pleasant Valley, Indian Land and Charlotte Road/Van Wyck—see **Figure 4**.

Several factors are involved with the ISO rating including response time, fire protection equipment and personnel. The countywide level of service is ISO 6. Population and land use trends indicate accelerated growth in the ten-year planning horizon for the CIP and this study, therefore, the ISO rating may be in jeopardy. The following capital facility and equipment needs are necessary to maintain the current LOS.



Calls for fire service have increased in each of the three districts based on the data supplied by Lancaster County Fire Rescue and shown in the chart above. Over this three-year period Charlotte Road/Van Wyck FD saw a 57.7% increase, Indian Land FD saw a 62.8% increase and Pleasant Valley FD saw a 65.4% increase in service call volumes. New and expanded fire stations and equipment will be needed in each of the three fire districts noted above to maintain the current level of service provided.

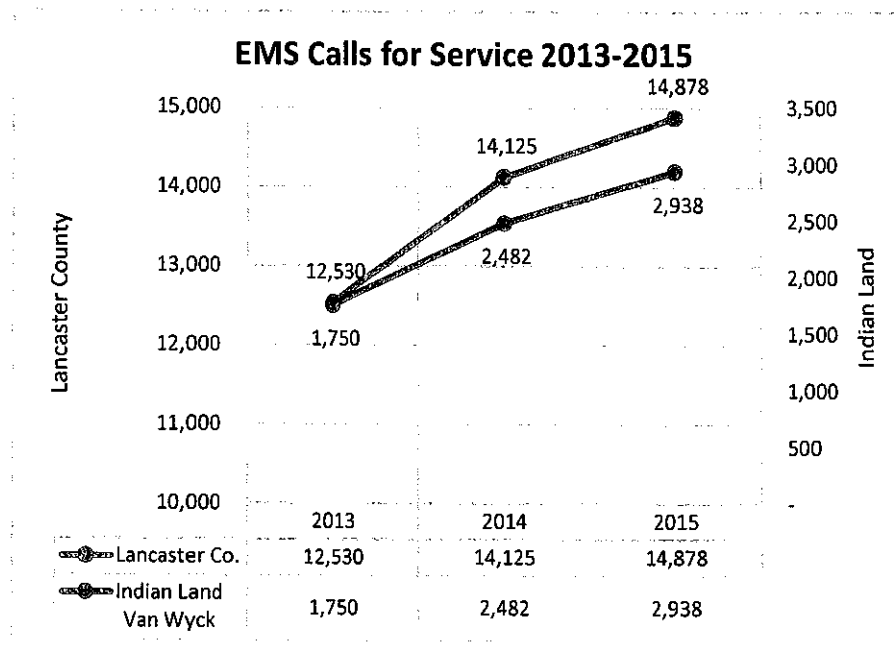
The Charlotte Road/Van Wyck FD station is a new facility that will house existing vehicles and equipment while providing room for a new engine. The Indian Land FD station is a new sub-station that will need a parcel of land (estimated 15% of the construction cost) and new vehicles/equipment. The Pleasant Valley FD station is a re-build to accommodate comprehensive plan goals and to provide expanded space for personnel, vehicles and equipment. The project cost is \$7,300,000.

Fire Department	Land	Projected Facility	Cost
Charlotte Rd/Van Wyck	\$0	\$2,000,000	\$2,000,000
Indian Land	\$300,000	\$2,000,000	\$2,300,000
Pleasant Valley	\$0	\$3,000,000	\$3,000,000
TOTAL			\$7,300,000

Emergency Medical Services

Calls for service have increased across the board according to data supplied by Lancaster County Emergency Medical Services and shown in the chart below. The Indian Land/Van Wyck study area saw a steady increase in calls from 2013 to 2015 that resulted in a 67.9% growth rate.

The countywide level of service for ambulances is 1:10,000 population. Based on the location and capacity of existing EMS stations that serve Indian Land/Van Wyck and the projected number of new residents shown in Figure 2, EMS station 4 will need a significant expansion. Plans are under development to re-build this station to accommodate a total of four ambulances from the one that is presently in service, for a net increase of three new ambulances. An additional ambulance is also designated for EMS station 8 to meet growing demand. The project cost is \$1,511,000.



Projected Facility/Equipment	Cost
4 Ambulances	\$1,000,000
EMS Stations Construction / Relocation	\$511,000
TOTAL	\$1,511,000

Parks & Recreation

Parks & Recreation services and facilities are actively used in Indian Land/Van Wyck by approximately 2,000 participants per week. With the projected 62.3% increase in population over the next decade, the corresponding number of participants in recreation activities is likely to increase at a comparable rate. Therefore, facilities will need to be constructed to meet this demand in order to maintain the current LOS. In anticipation of this demand, the CIP shows the significant upgrades at the Indian Land recreation center to include a gymnasium, playground, picnic shelter and practice fields. The current recreation center is at capacity and additional space will be needed. The project cost is \$5,498,500.

Projected Facility/Equipment	Cost
Gym / Playground / Picnic / Practice Fields	\$5,498,500
TOTAL	\$5,498,500

Library

Lancaster County Library's Del Webb branch serves the Indian Land/Van Wyck community. Although it is the library system's newest facility, it is at capacity and an addition is planned to accommodate the future demand for services at a cost of \$614,000.

Projected Facility/Equipment	Cost
Del Webb Library – addition	\$614,000
TOTAL	\$614,000

OTHER PUBLIC FACILITIES

Transportation

The County's transportation facilities include a system of roads, streets and bridges within the County Limits, including rights-of-way, sidewalks, signage and signaling, drainage, curbing and appurtenant facilities.

IMPACT FEE CALCULATION METHODOLOGY

The conceptual basis for the calculation of the proposed impact fees for fire service, emergency medical services, recreation and library for Indian Land/Van Wyck will be addressed in this section. There are generally two approaches for calculating impact fees:

- **System buy-in method** – concentrates on the cost of providing facilities based upon the net equity of the existing assets and is used in cases where facilities have additional excess capacity already in place to serve new growth.
- **Incremental cost method** – concentrates on the cost of adding additional facilities to serve new growth and is used in cases where facilities do not have available capacity to provide service to new customers.

Each of the impact fees was determined based on the incremental cost method and calculated based on a uniform service area. This means that all development will be assessed the same uniform impact fees regardless of the location of the development within the Indian Land/Van Wyck service area. The uniform service area approach is the most appropriate due to the development pattern of Indian Land/Van Wyck, the uniqueness of its panhandle shape due to jurisdictional lines and because it is the most common and defensible approach.

Because Indian Land/Van Wyck is served by three volunteer fire departments—Pleasant Valley, Indian Land and Charlotte Road—their service areas were aggregated for the purposes of this study so that a uniform fire service impact fee could be developed. Emergency medical services are provided by the county-wide system with individual units assigned as first-responders based on districts shown on the accompanying map. Recreation is offered to all residents through a system of public parks, playfields and trails throughout the service area. Library services are provided through the Del Webb Library.

Table 5 - Growth Rates 2010-2025

	Housing Units	% Change	Population	% Change	Employment	% Change
2010	8,008	---	19,729	---	5,901	---
2015	10,715	338%	26,165	32.6%	10,218	72.2%
2020	12,997	21.3%	31,728	21.3%	13,551	32.6%
2025	18,281	35.3%	42,454	33.8%	16,432	21.3%
Net Growth 2015-2025	7,566	70.6%	16,289	62.3%	6,214	60.8%

Sources: US Census Bureau 2010, Table DP04, OnTheMap, Esri Business Analyst, InfoGroup & CRCOG.

The number of employees in 2020 and 2025 were projected using the same approximate rate of change as the population growth for the previous 5-year period since job creation tends to lag behind housing growth. This assumption is founded on the notion that the number of employees in Indian Land/Van Wyck will parallel the rate of population growth.

Based on the data shown in **Table 5 – Growth Rates 2010-2025**, Indian Land/Van Wyck can expect to see 7,566 additional housing units, 16,289 new residents and 6,214 new jobs between 2015 and 2025. These figures will be used in each of the following sections to calculate the respective impact fees. Additionally, a large number of Development Agreements have been approved by Lancaster County Council and the projects covered by these contracts are not subject to an impact fee assessment. The resulting effect is that 1,060 or 14% of the 7,566 new housing units will be eligible to be charged impact fees.

Service Units

While the impact fees will be determined individually, some common ‘service units’ will be used in the calculation of each fee. The service units are meant to create an equitable assignment of the fees based on the number of new residents and employees projected to demand services from Lancaster County in the future. The residential service unit includes all single- and multi-family homes in Indian Land/Van Wyck. The non-residential service unit has several sub-categories in order to provide for more distinction in allocating the cost per employee based on a service unit that represents the average number of employees per 1,000 square feet of non-residential development.² **Appendix A – ITE Employee Space Ratio Calculations** contains the information for non-residential service units used to develop the following impact fees.

Emergency Medical Services Fee

The emergency medical services impact fee is calculated to recover the capital costs of one new station and four new ambulance in anticipation of increased calls for service based on population and employment projections. This cost is then allocated to new development based on the idea that the relative demand for services from new customers will be proportionally equal to the present demand and that the current staffing levels and available space are now at capacity. Because emergency medical services are location-based, failure to add additional locations would result in a decrease in the present level of service provided by this department.

A discount rate is applied to the construction cost of EMS station 4 since it already has 1 ambulance and serves a relative share of customers. Increasing its capacity to 4 ambulances results in a 3:4 ratio or 75% proportionate share of the construction cost of the new station. Therefore, the cost attributable to building the new station is 75% of \$511,000 or \$383,250. The cost of the ambulances is not discounted since all vehicles will be new and not replacements. The discounted projected cost is \$1,383,250.

² Averages based on the study contained in *Trip Generation*, Ninth Edition by the Institute of Transportation Engineers.

Residential Emergency Medical Services Impact Fee:

$$\text{Cost per Capita} = \frac{\text{Cost of New Facilities (\$1,383,250)}}{\text{Net Population Growth (16,289)}}$$

Based on this analysis, the calculated cost per capita to provide new emergency medical services facilities and equipment is \$84.92.

Example Residential Emergency Medical Services Impact Fee:

100-lot Single-family Subdivision:

$$\text{Cost per Capita} \times \text{\# of Households} \times \text{Persons per Household} = \text{Impact Fee}$$

$$\$84.92 \times 100 \times 2.35 = \$19,956.00$$

Non-Residential Emergency Medical Services Impact Fee:

$$\text{Cost per Employee} = \frac{\text{Cost of New Facilities (\$1,383,250)}}{\text{Net Employment Growth (6,214)}}$$

Based on this analysis, the calculated cost per employee to provide new emergency medical services facilities and equipment is \$222.58.

Example Non-Residential Emergency Medical Services Impact Fee:

10,000 s.f. General Office Building:

$$\text{Cost per Employee} \times \frac{\text{Building size}}{1,000 \text{ s.f.}} \times \text{Employee Space Ratio} = \text{Impact Fee}$$

$$\$222.58 \times \frac{10,000 \text{ s.f.}}{1,000 \text{ s.f.}} \times 3.32 = \text{Impact Fee}$$

$$\$222.58 \times 10 \times 3.32 = \$7,289.66$$

Fire Service Impact Fee

The previous discussion and justification for additional fire protection facilities and equipment resulted in the specific need for a new fire station in each of the three fire districts. The table below provides some detail for each district and shows a discount rate based on expansion of existing facilities that already serve existing customers.

Fire Department	Project Cost	Discount	Net Cost
Charlotte Road/Van Wyck	\$2,000,000	0%	\$2,000,000
Indian Land	\$2,300,000	0%	\$2,300,000
Pleasant Valley	\$3,000,000	50%	\$1,500,000
	TOTAL		\$5,800,000

The Charlotte Road/Van Wyck FD station is a new facility that will house existing vehicles and equipment while providing room for one new fire engine. The Indian Land FD station is a new sub-station that will need a parcel of land, new vehicles and equipment. The Pleasant Valley FD station is a re-build/re-location to accommodate comprehensive plan goals and to provide expanded space for personnel, vehicles and equipment.

Since the proportionate share of the new Pleasant Valley FD station that will accommodate existing customers is 50% based on the existing and projected equipment and personnel to operate the facility, that rate was applied as a discount to the cost estimate resulting in a net cost of \$1,500,000. A review of the fire service calls from January 1, 2015 to June 7, 2016 shows that the average split of residential to non-residential call as 82:18. Assuming that this trend will continue, the project cost of \$5,800,000 is assigned as 82% residential or \$4,756,000 and 18% non-residential or \$1,044,000.

Residential Fire Service Impact Fee:

$$\text{Cost per Capita} = \frac{\text{Cost of New Facilities (\$4,756,000)}}{\text{Net Population Growth (16,289)}}$$

Based on this analysis, the calculated cost per capita to provide new fire service facilities and equipment is \$291.98.

Example Residential Fire Service Impact Fee:

100-lot Single-family Subdivision:

$$\text{Cost per Capita} \times \text{\# of Households} \times \text{Persons per Household} = \text{Impact Fee}$$

$$\$291.98 \times 100 \times 2.35 = \$68,615.00$$

Non-Residential Fire Service Impact Fee:

$$\text{Cost per Employee} = \frac{\text{Cost of New Facilities (\$1,044,000)}}{\text{Net Employment Growth (6,214)}}$$

Based on this analysis, the calculated cost per employee to provide new emergency medical services facilities and equipment is \$167.99.

Example Non-Residential Fire Service Impact Fee:

10,000 s.f. General Office Building:

$$\text{Cost per Employee} \times \frac{\text{Building size}}{1,000 \text{ s.f.}} \times \text{Employee Space Ratio} = \text{Impact Fee}$$

$$\$167.99 \times \frac{10,000 \text{ s.f.}}{1,000 \text{ s.f.}} \times 3.32 = \text{Impact Fee}$$

$$\$1,414.28 \times 10 \times 3.32 = \$5,577.27$$

Parks & Recreation Impact Fee

Residential customers are the primary users of parks and recreation facilities in Indian Land/Van Wyck. The new facilities that will be constructed to accommodate growth are directly attributed to the proliferation of new residents. The new recreation facilities are estimated to cost \$5,498,500. Therefore, calculating the cost per capita is necessary to determine the proportionate share of the new facilities.

$$\text{Cost per Capita} = \frac{\text{Cost of New Facilities (\$5,498,500)}}{\text{Net Population Growth (16,289)}}$$

Based on this analysis, the calculated cost per capita to construct the new parks and recreation facilities is \$337.56.

**Table 6 – Maximum Allowable Impact Fee Schedule
Parks & Recreation**

Housing Category	Cost per Person	Persons per Household	Maximum Allowable Impact Fee
Single-family (Attached or Detached)	\$337.56	2.35	\$793.27
Mobile Home	\$337.56	2.53	\$854.03
Multi-family (2 or more units)	\$337.56	1.12	\$378.07

Example Residential Parks & Recreation Impact Fee:

100-lot Single-family Subdivision:

Cost per Capita X # of Households X Persons per Household = Impact Fee

$$\$337.56 \times 100 \times 2.35 = \$79,327.00$$

Library Facilities Impact Fee

Residential customers are the primary users of library facilities in Indian Land/Van Wyck. The new facilities that will be constructed to accommodate growth are directly attributed to the proliferation of new residents. The new library addition is estimated to cost \$614,000. Therefore, calculating the cost per capita is necessary to determine the proportionate share of the new facilities.

$$\text{Cost per Capita} = \frac{\text{Cost of New Facilities (\$614,000)}}{\text{Net Population Growth (16,289)}}$$

Based on this analysis, the calculated cost per capita to construct the new library addition is \$37.69.

A maximum allowable impact fee schedule was developed to quantify a fair share for each housing category based on persons per household.

**Table 7 – Maximum Allowable Impact Fee Schedule
Library Facilities**

Housing Category	Cost per Person	Persons per Household	Maximum Allowable Impact Fee
Single-family (Attached or Detached)	\$37.69	2.35	\$88.57
Mobile Home	\$37.69	2.53	\$95.36
Multi-family (2 or more units)	\$37.69	1.12	\$42.21

Example Library Facilities Impact Fee:

100-lot Single-family Subdivision:

Cost per Capita X # of Households X Persons per Household = Impact Fee

$$\$37.69 \times 100 \times 2.35 = \$8,857.00$$

Summary of Impact Fees

Impact Fee	Project Cost	Cost per Person	Cost per Employee
Emergency Medical Services	\$1,383,250	\$84.92	\$222.58
Fire Service	\$5,800,000	\$291.98	\$167.99
Library Facilities	\$614,000	\$37.69	-
Parks & Recreation	\$5,498,500	\$337.56	-
TOTALS	\$13,295,750	\$752.15	\$390.57

The following examples are for illustrative purposes only.

Typical Single-family Impact Fee

Cost per Person	\$752.15
Persons per Household	2.35
TOTAL	\$1,767.55

Typical General Office Impact Fee

Cost per Employee	\$390.57
Employee Space Ratio	3.32
Building Size (square feet)	10,000
TOTAL	\$12,966.92

DISCOUNT RATE

Lancaster County Council may choose to apply a discount rate to the maximum allowable impact fees presented herein. The discount rate could be used to provide a reasonable fee for continued residential or non-residential investment or to ensure that impact fees collected for county facilities do not exceed the cost of providing capital improvements identified to accommodate new growth.

Maximum allowable impact fees may be adopted at less than 100% of the amounts presented in previous sections. The discount rate does not need to be the same across all four impact fee categories; however, a discount rate for any one impact category must be applied uniformly across all the land use categories represented in the schedule.

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Information for I and R meeting on September 13, 2016

Hospitality Tax Funding Priority List and Estimated Costs

The Joint Recreation Commission has identified a Centralized Sports Facility as the number one priority for hospitality funds. The Commission and staff realize that there may be a delay in the project as a track record of funds collected would have to be established to determine how much money could be bonded for such a project. This is information collected from the bond attorneys. The Commission would like to see this process and a land search begin as quickly as possible. This project goes along with the recommendation from the Clemson Study for Parks and Recreation needs. It was also highly recommended that the hospitality tax be established ASAP as a means for funding such a project.

#1.A. 100 to 120 acres of suitable land to support a Centralized outdoor sports complex in the 521 corridor north of Lancaster and South of AJ State Park.

#1.B. Centralized Outdoor Sports Complex to include lighted multipurpose fields, lighted diamond fields, two artificial lighted stadium multipurpose fields, lighted walking trail, picnic shelters, open space, playgrounds, dog park, concession/restrooms/offices and control tower. Shade structures, parking, irrigation, fencing, landscaping, maintenance facility and storage. Splash Pad. Digital signage and message board. A second phase to include an indoor gymnasium facility and a field of dreams (for handicapped).

Costs: Land	\$1,500,000 to 2,000,000
Land Prep	\$800,000
Park with elements listed above minus gymnasium (includes 25% contingency) Generally speaking 10.5 million would be a good budget for inflation. Elements could be scaled back to make a lesser budget.	\$9,800,000 range
Splash Pad and bathhouse/concession	\$700,000
Pre-design, programming master planning and schematic design	\$55,000 to \$75,000
Detailed design development 4.5% of construction costs	\$441,000 range
Bidding, negotiation and Construction Administration 1.5 %	\$147,000 range
Totals	\$13,463,000
Second phase	
Indoor multipurpose facility	\$3,300,000
Field of dreams (for handicapped)	\$300,000

Permitting, land surveys, testing, geotechnical surveys would be in addition, all this would vary on site selected. Selecting the proper site is key and will save thousands of dollars.

*****above information was supplied at no cost by Wood and Partners out of Hilton Head SC.

Wood and Partners would be happy to meet with Council and staff to discuss and talk more in detail about ranges in costs, planning and design process, trends in sports complex design, revenue and funding , and lessons learned from past experiences.

2. Upgrades and finishing Buford Recreation Center. This is one of our most heavily used sites. While a track record of hospitality funds are recorded in first couple years the Commission proposes going ahead and upgrading and finishing the Buford Site. Indoor tournaments and spill over outdoor tournaments are already taking place there with outside area teams participating. This facility was never finished to its potential to be a first class facility.

Costs: Add field lights to fields 2,3,4 and upper multipurpose field	\$ 350,000
Pave and finish Parking lots	\$225,000
Outdoor Restrooms and Concession	\$75,000
Playground and fencing	\$50,000
Outdoor Picnic shelter	\$30,000
Irrigation and landscaping	\$25,000
Fencing multipurpose fields	\$40,000
Bleachers/pads/sidewalks and shade structures	\$75,000
Score Boards 4 baseball/softball fields	\$20,000
Lighted walking trail	\$100,000
Totals	\$990,000

All estimates based on past construction and inflation

3. Finish up Walnut Creek Park. This is already a destination for weekend travel tournaments and visitors of the Thread Trail.

Costs: Add field lights to fields B,C, E, and lower multipurpose.	\$300,000
Restrooms for lower end of park	\$40,000
Shade Structures	\$100,000
Scoreboards 4 fields	\$25,000
Resurface area for pickle ball	\$65,000
Resurface tennis courts	\$20,000
Update irrigation and protective structures	\$10,000
Fence lower multipurpose field	\$10,000
Redo parking in lower lot	\$60,000
Totals	\$630,000

4. Upgrades at Springdale Complex and Melvin Steele soccer. Facility hosts a number of outdoor and indoor tournaments.

Costs: Rock for parking at Melvin Steele	\$50,000
New wire for fence at Springdale	\$25,000
Repave parking and install proper drainage Springdale	\$200,000
Cement or pave area between concession and fields, walk ways	\$150,000
Siding on concession and restrooms	\$20,000
New HVAC concession	\$8,000
Refurnish restroom facilities	\$3,000
New safety fence topper	\$3,000
Low light LED Lighting around track	\$15,000
Ticket booth	\$4,500
Portable mounds	\$4,800
Shade structures	\$20,000
Landscaping and irrigation	\$30,000
Totals	\$533,300

5. Land, Multipurpose Building and multipurpose fields at Indian Land. LCPR has completely outgrown the facility in the Indian Land area. Able to host AAU and indoor district and state events with larger facility. Multipurpose fields for overflow from Walnut Creek. Dog Park.

Costs:	Land	\$1,500,000
	Indoor facility	\$3,300,000
	Lighted multipurpose fields	\$175,000
	Fencing for multipurpose	\$20,000
	Playground and fencing	\$50,000
	Parking	\$175,000
	Outdoor restrooms	\$40,000
	Outdoor lighted walking	\$80,000
	Dog Park	\$100,000
	Totals	\$5,440,000

6. Land in Kershaw near Boan ball fields for new Recreation Center and multipurpose fields. With industrial site planned adjacent to current facility it would be in the best interest to consolidate to one site. Convenience of entire operation for Kershaw/Heath Springs area at one site. Can provide future spillover site for indoor and outdoor tournaments, festivals, and civic events. Could also work with Haile Gold Mine and provide a center here to show how the gold mine operation works.

Costs:	20 acres	(Possible donation)	\$200,000
		Indoor facility	\$1,650,000
		Multipurpose fields and lights	\$250,000
		Fencing for multipurpose fields	\$40,000
		Outdoor restrooms/concessions	\$75,000
		Playground and fencing	\$50,000
		Parking and paving	\$100,000
		Irrigation and landscaping	\$75,000
		Shade structures	\$20,000
		Picnic shelter	\$20,000
		Totals	\$2,480,000

7. Full service RV Campground to go along with improvements at Springs Park landing Duke Energy will be doing. Cement Pads for campers, water and power hook ups, sewer dump station, Restroom/bath house, roads to camp sites, picnic tables, fire rings, trash collection site, small camp ground office/ maintenance site. LED lighting throughout.

Costs: Estimated land acquisition, prep, construction and utilities. \$2,000,000

8. Blue ways for kayaking, canoeing and tubing. Put in takeout point, near number 9 bridge, Shelter, parking, lighting, restrooms, Kiosk and map of river put in and take out points.

Costs: best guest estimate \$120,000

9. Buford Battle Ground upgrades. Parking, lighting, shelter, walking trail from grave site to Buford Recreation Center.

Costs: best guess estimate \$170,000.00

10. Hanging Rock and Forty Acre Rock Trails upgrades to Parking and entrances

Costs best guess estimate \$200,000

Points to consider: Priority of projects, amount of funds being collected, Work that can be started during first year of collection, Tourism tie in for projects.

Notes: These are just projects that were discussed that tie into Recreation and Cultural Tourism. Council will ultimately decide project or projects and their priority on the list.

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Jeff Catoe

Department: Public Services

Date Requested to be on Agenda: September 13, 2016

Issue for Consideration:

Engineering staff proposal

Points to Consider:

To date, only 3 candidates have applied for the Engineer position posted July 9, 2016. Of the three only 1 is a current licensed PE in GA. We have posted the position in local and national publications. With no staff, it may be difficult to fill this position in a timely manner.

Funding and Liability Factors:

Engineer position is budgeted in current budget. Stormwater fees will not be collected until next year, so funding would be from general fund.

Council Options:

Information only to present current situation and alternatives are as follows:

- 1) Move forward with positions, while continuing search for engineer
- 2) Continue search for County Engineer

Recommendation:

Move forward with positions. Certain MS4 deadlines require us to be staffed with proper personnel. If we are not staffed, we need to continue search for engineer, but add additional consulting items to keep MS4 program moving.

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Jeff Catoe

Committee: I&R

Department: Public Services

Date Requested to be on Agenda: September 13, 2016

Issue for Consideration:

Animal Shelter additional position

Points to Consider:

To date, the Animal Shelter budget for overtime is nearly depleted. Even with the new staff member, both are still working over 40 hours per week.

Funding and Liability Factors:

Position would need to be budgeted for this FY. It is not in current budget.

Council Options:

Information only to present current situation and alternatives are as follows:

- 1) Move forward with adding an additional person. This should free up Animal Shelter Manager to work more on administration, and cut the overtime down to a manageable level.
- 2) Do not add employee and work through next FY budget process.

Recommendation:

Move forward with additional position. Strides are being made to upgrade the Animal Shelter and services. Manager needs to be freed up to continue the positive direction forward.

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Kimberly Hill

Department: Finance

Date Requested to be on Agenda: September 13, 2016

Issue for Consideration:

Next steps in the County's budgeting strategy

Points to Consider:

The budget process has been improving over the last several years, but there is more we can do to make better, more educated decisions using data.

I have reviewed best practices and observed our current processes. Based off of the information gathered, I have combined the two to come up with a feasible and achievable 5 year plan. This plan is meant to elevate how we are currently budgeting and will require work from Council, departments, and Finance.

The background information as well as the steps of this plan are outlined in the PowerPoint provided.

Funding and Liability Factors:

There will be no immediate funding requirements. There will be some funding needed in later years in order for the plan to be successful.

Council Options:

For information only.

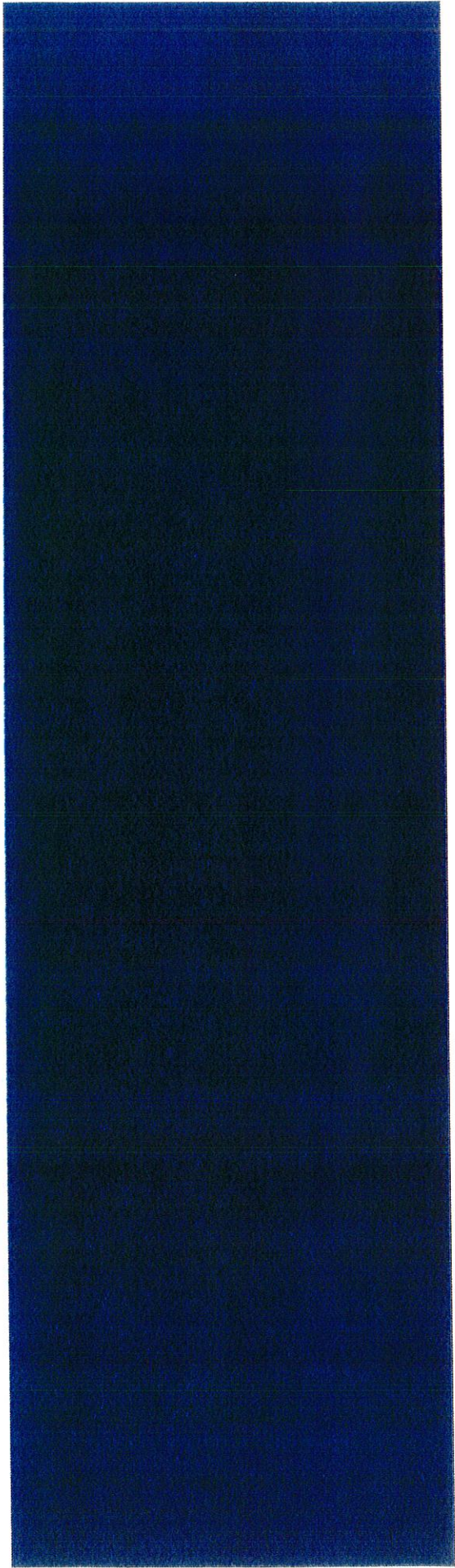
Recommendation:

None.



BUDGETING

WHERE DO WE WANT TO GO?



BEST PRACTICES

- Budgeting should be the link between planning and results
- Incorporate a long-term perspective
- Links the budget to broad organizational goals
- Focuses budget decisions on results and outcomes
 - Return and ask, did we get where we wanted to go?
 - Make adjustments to achieve goals
- Promotes communication with stakeholders
- Provides incentives to government management and employees

BEST PRACTICES: THE BUDGET CYCLE

Planning

- Stakeholder Input
- Long term Planning
- Short term goals

Evaluation

- Financial Reporting
- Performance Reporting

Preparation

- Research & Requests
- Staff Review

Administration

- Implementation
- Monitoring

Adoption

- Proposed budget
- Legislative review

CURRENT PROCESS AREAS OF SUCCESS

- Planning
 - CIP is being finalized
 - Strategic Plan updated
- Preparation
 - Budget request process has become smoother
 - Budget Calendar
 - Short term trend analysis being used
 - Budget Review
 - Committee involvement on the front-end and full Council Workshop on the back-end

CURRENT PROCESS AREAS OF IMPROVEMENT

- Planning
 - Strategic planning
 - Long-term Financial Planning
- Preparation
 - Citizen input
 - Priority setting
 - Staff involvement and understanding
- Evaluation
 - The missing link
 - Objective evaluation
 - Methods being used
 - Data Sources
 - Results reporting and recommendations for improvement

NEXT STEPS: 5 YEAR PLAN

FY2016-2017: The Kickoff

- Governing body should set priorities early on in the process
 - Budget Workshop with Full Council at the start
- Budget Analyst will offer trainings on the budget process
 - Particularly important for new staff
- Begin having departments report performance measures by fiscal year, not calendar year
- Have departments report quarterly performance data to the Budget Analyst

FY2017-2018: Strategic Planning

- Organization-wide strategic plan either revamped or redeveloped
 - Citizen Survey to assist in development
- Departments create 5 year business plans aligning to the finalized strategic plan

NEXT STEPS: 5 YEAR PLAN

FY2018-2019: Performance Measure Development (may need another analyst or staff member to help)

- Continue development of the 5 year plans
- Review current performance measures for accuracy and effectiveness
- Work with departments to develop measures that tie back to their 5 year plans
 - Review data sources, methodology, analysis
 - Training will be necessary, possibly a consultant

FY2019-2020: Performance Measure Development & Reporting

- Work with departments to develop measures that tie back to their 5 year plans (continued)
- Develop new format for performance reporting to Council

FY2020-2021: Full Implementation

- Use full year of performance data to make data-driven decisions in the budgeting process
 - Make Adjustments as necessary



SUMMARY

- The approach to budgeting will impact results
- Best practice is performance budgeting
- The budget should be considered a policy document; a “final page” to the strategic plan
- Deliverables: a revamped budget process that will allow for data driven decisions