

Lancaster County Council Infrastructure and Regulation Committee Regular Meeting Agenda

Tuesday, October 10, 2017

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

1. **Call to Order Regular Meeting – Committee Chair Larry Honeycutt** 3:00 p.m.
2. **Approval of the agenda** *[deletions and additions of non-substantive matters]*
3. **Citizens Comments**
4. **Consent Agenda – pgs. 3-13**
 - a. **Approval of the following I&R Committee meeting minutes:**
 - August 9, 2017 Special Meeting
 - August 15, 2017 Regular Meeting
 - August 30, 2017 Special Meeting
 - August 31, 2017 Special Meeting
5. **Discussion / Action Items**
 - a. **Ordinance 2017-1478 regarding First Amendment to the Avondale Development Agreement**
Ordinance Title: An Ordinance To Approve A First Amendment To The Development Agreement Avondale Development; To Authorize Certain County Officials To Execute And Deliver The First Amendment To The Development Agreement Avondale Development. – *John Weaver – pgs. 14-55*
 - b. Hospitality Tax funds for Buford Recreation Center – *Hal Hiott/Kim Hill – pg. 56*
 - c. Update on Animal Shelter – *Larry Honeycutt*
 - d. Discussion of Indian Land Satellite Office – *Larry Honeycutt*
 - e. Tour the old LCI building

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



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Members of Lancaster County Council
I & R Committee

Larry Honeycutt, District 4, Chairman
Terry Graham, District 1
Billy Mosteller, District 3

Minutes of the Lancaster County Council Infrastructure and Regulation Committee Special Meeting

101 N. Main Street, Lancaster, SC 29720

Wednesday, August 9, 2017

Council Members present were Larry Honeycutt, Terry Graham, Billy Mosteller, Brian Carnes and Steve Harper. Also present were John Weaver, Steve Willis, Sherrie Simpson, John Gast of Keck and Wood, Scott Edgar, Matt Crawford, Jeff Catoe, Veronica Thompson, Kim Hill, Jill Stewart from the South Carolina Department of Health and Environmental Control (SC DHEC), Greg Harrington from SC DHEC and various department heads and staff from Lancaster County and SC DHEC. A quorum of the Lancaster County I & R Committee was present for the meeting.

The following press were notified of the meeting by e-mail 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 and on the county website for the required length of time.

Call to Order

Chairman Larry Honeycutt called the meeting to order at 1:30 p.m.

Approval of the agenda

Billy Mosteller moved to approve the agenda. Seconded by Terry Graham. The Committee approved the agenda by unanimous vote of 3-0.

Citizens Comments

There were no citizens that came forward for comments.

Discussion / Action Items

Discussion of Stormwater Plan.

Jill Stewart of the South Carolina Department of Health and Environmental Control (SC DHEC) stated that Lancaster County has experienced tremendous growth and the 2010 Census designated the panhandle area of the County as an urbanized area. This growth triggered federal regulations for an MS-4 program in that area of the County. She explained the MS-4 program, which is a permit from SC DHEC. This permit has milestones that have to be met in various time increments. She stated that SC DHEC understands it takes time to get this program implemented and, therefore, that is why the program is rolled out slowly with milestones that have to be met throughout the year. She stated that the program has six (6) minimum control measures that have to be met, but the County can choose to go above and beyond those minimum standards. She stated that one of the facets of the program is to educate the public so that you have public participation and so that the public is not polluting the water. She discussed enforcement of the Stormwater program. She discussed possible penalties for non-compliance and stop work orders. John Gast stated that the goal of the program is to improve water quality. Jill Stewart stated that one milestone is to have a Stormwater Ordinance and the County is currently working on passing a Stormwater Ordinance.

Steve Harper asked what the County's responsibility is for existing Stormwater structures, ponds, etc. Jill Stewart stated that the County does not have to agree to take on existing structures, ponds, etc. and that it is up to the County to determine what responsibility they will take on for existing structures. She stated that the County needs to inventory what is in the County and then inspect what is there. County staff indicated that the panhandle area has been approximately thirty percent (30%) mapped for Stormwater. Jill Stewart stated that Greg Harrington is the County's contact person during the transitional period of the County implementing their Stormwater program.

Brian Carnes stated that the County needs to decide what level of service and funding they want for the Stormwater program. Jill Stewart and staff discussed the various funding sources for the program: review fees, the Stormwater fee, and general fund. She stated that sometimes programs are funded with a mix of these sources. Steve Willis discussed the need for building fund balance in the first (1st) year of the program and discussed start-up costs for the program. Jill Stewart suggested that the County contact Beaufort County, who also has a Sun City Development which is similar to Lancaster's Sun City Development.

Larry Honeycutt asked if the various development agreements have information about the Homeowners Association's (HOA) responsibilities for stormwater problems. Steve Willis explained that it varies for different development agreements. Staff indicated that the vision for the Lancaster County program is that staff will inspect the detention ponds and then tell the HOA what needs to be fixed. Jeff Catoe discussed his concerns regarding issues with right of entry onto private property. Jill Stewart stated that SC DHEC is here to help the County get this program started.

Scott Edgar discussed water quality in the County. He discussed various existing problems within the County regarding water quality and explained that the County's program is actually starting in the negative when it comes to water quality. He noted that agriculture and undeveloped forests are exempt from the program; however, the owners still have to use best management practices. Jill Stewart stated the program has to focus on the known and existing water quality problems in the County.

Steve Harper asked what the implementation dates are for the County. Jill Stewart explained the permit deadlines that have to be met. She noted that DHEC does review and audit the MS-4 permits.

Adjournment

Terry Graham moved to adjourn the I&R Committee meeting. Seconded by Billy Mosteller. The motion to adjourn passed by unanimous vote of 3-0. The I&R Committee meeting adjourned at 3:01 p.m.

Respectfully Submitted:

Approved by the I & R Committee

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Chairman



Members of Lancaster County Council
I & R Committee

Larry Honeycutt, District 4, Chairman
Terry Graham, District 1
Billy Mosteller, District 3

Minutes of the Lancaster County Council Infrastructure and Regulation Committee Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Tuesday, August 15, 2017

Council Members present were Larry Honeycutt, Terry Graham, Billy Mosteller and Charlene McGriff. Also present were John Weaver, Steve Willis, Sherrie Simpson and various department heads. A quorum of the Lancaster County I & R Committee was present for the meeting.

The following press were notified of the meeting by e-mail 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 and on the county website for the required length of time.

Call to Order

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

Approval of the agenda

Terry Graham moved to approve the agenda. Seconded by Billy Mosteller. The Committee approved the agenda by unanimous vote of 3-0.

Citizens Comments

There were no citizens that came forward for comments.

Approval of Minutes

Billy Mosteller moved to approve the minutes of the July 12, 2017 I&R Committee meeting. Seconded by Terry Graham. Passed by unanimous vote of 3-0.

Discussion / Action Items

Discussion of concept – county office space in Indian Land.

Steve Willis explained the need for a satellite office in Indian Land. He stated that the County will not be moving entire departments to a satellite office, except for Stormwater. He noted that all of the Stormwater staff would be located in Indian Land. He stated that the Building Department would use the satellite office since most of their work is in Indian Land and that would be a more productive use of employee time if they were located at that office. He explained that other departments may use the space 1-2 days per week. He noted that satellite offices are not a new idea and that if the idea works well, then the County may consider utilizing some office space for the same type of thing on an as needed basis in Kershaw.

John Weaver explained that because of the growth in the Indian Land area, the County may want to consider a satellite office. He reviewed the handout attached as Schedule A. He stated that the County cannot add onto the library because the deed does not allow for anything other than a library. He discussed building versus leasing a building for a satellite office and he explained that the County has an out clause for the lease if Indian Land incorporates and the County no longer needs a satellite office. The Committee members agreed that the County should lease a building for a satellite office rather than build one. John Weaver discussed a possible building on Doby's Bridge Road and Highway 521 (see Schedule A) that could be leased for a satellite office and he explained which departments could use the building. He explained the various potential leases for the building.

Billy Mosteller stated his concerns over having staff at a satellite office and not being busy because they do not have many customers. Steve Willis stated that he believed that the demand will be there. Larry Honeycutt asked if there could be a system of appointments at first. Steve Willis stated that staff could report back to Council regarding the work load. Charlene McGriff voiced her concerns over service being impeded in the Lancaster offices if staff is relocated to a satellite office and her concerns over the budget and where the County will get the money to fund a satellite office in a tight budget year. She stated that there are many questions that still need to be answered regarding this concept. Billy Mosteller asked if some of the money could come out of the Stormwater budget for office space and Steve Willis indicated that some money could be pro-rated out of the Stormwater budget for that purpose.

Terry Graham moved that the discussion of the concept of county office space in Indian Land be moved to full council with a favorable recommendation from the I&R Committee. Seconded by Billy Mosteller. The motion passed by unanimous vote of 3-0.

IT blocks and filters for the Library.

Rita Vogel stated that she commends the IT department for their hard work at the library. She stated that the goal is for IT to be able to solve problems remotely and she noted that the Library is now on the County servers. However, the computers at the library have filters and blocks that cause problems. She stated that the library is not like other County departments and they need access to sites that other departments might not need. She stated that when they have problems at the library, they do not have immediate access to the IT team.

Steve Willis stated that because there are public safety systems on the County network, the network has to have blocks and filters. Rita Vogel asked if there is a work around for this problem. She stated she would rather be off the County network, but then the problem is that the IT department cannot remote in to their computers to fix problems and they have to wait for someone from IT to come in person. Steve Willis stated that if the library is on the County system, then they have to abide by the security or they can choose to not be on the County network. The Committee determined that Steve Willis and Rita Vogel will get together and discuss the problem further and provide an update to the Committee at a later date.

Discussion of Cauthen property on Highway 9.

Larry Honeycutt explained that the County has been in negotiations about purchasing property on Highway 9; however, the negotiations have not been successful. He stated that the County will no longer be pursuing this property.

Update on Animal Shelter and Garage.

Steve Willis reviewed a handout attached as Schedule B. He provided another handout attached as Schedule C. Since the County has a lot of capital projects coming up, he stated that he would like to have a Project Manager to manage and oversee all the projects. Larry Honeycutt stated that the Animal Shelter is the number one priority and that it is time to build an Animal Shelter. He noted that the County also needs a new garage. John Weaver explained that the Committee needs to go to Council with a prioritized project list recommendation so that the County can start working on the budget and bonding for the projects. Steve Willis stated that he would like to have a Request For Qualifications (RFQ) sent out for a project manager.

Charlene McGriff stated her concerns about the budget for an Animal Shelter. She stated that Council needs to know up front all the costs associated with a project. Kim Hill stated that the staff need a priority list of projects so that a funding strategy can be developed. John Weaver noted that for small projects, all that is needed is an architect. He explained that the Procurement Department can do an RFQ to get project companies pre-qualified for different projects.

Terry Graham moved that the Animal Shelter be listed as the number one priority for building projects, followed by a garage, and that this listing of priorities be moved to full Council in the form of a Resolution with a favorable recommendation from the I&R Committee. Seconded by Billy Mosteller. The motion passed by unanimous vote of 3-0.

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Adjournment

Terry Graham moved to adjourn the I&R Committee meeting. Seconded by Billy Mosteller. The motion to adjourn passed by unanimous vote of 3-0. The I&R Committee meeting adjourned at 4:32 p.m.

Respectfully Submitted:

Approved by the I & R Committee

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Chairman



Members of Lancaster County Council
Steve Harper, District 5, Chairman
Charlene McGriff, District 2, Vice Chairwoman
Larry Honeycutt, District 4, Secretary
Brian Carnes, District 7
Jack Estridge, District 6
Terry Graham, District 1
Billy Mosteller, District 3

Minutes of the Lancaster County Council Infrastructure and Regulation Committee Special Meeting

101 N. Main Street, Lancaster, SC 29720

Wednesday, August 30, 2017

Council Members present were Larry Honeycutt, Terry Graham and Billy Mosteller. Also present was Steve Willis. A quorum of Lancaster County I & R Committee was present for the meeting.

The following press were notified of the meeting by e-mail 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 and on the county website the required length of time.

Depart for Tour

The Committee departed for the tour and left the County Administration Building, 101 North Main Street, Lancaster, SC, by car.

Arrived at Chesterfield Animal Shelter

The Committee arrived by car at the Chesterfield Animal Shelter, 436 Goodale Road, Chesterfield, South Carolina. The Committee members toured the Shelter and the staff at the Shelter answered any questions the Committee members had regarding the facility and its operations.

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Arrived at Camden Animal Shelter

The Committee arrived by car at the Camden Animal Shelter, 128 Black River Road, Camden, South Carolina. The Committee members toured the Shelter and the staff at the Shelter answered any questions the Committee members had regarding the facility and its operations.

Arrived back to the Lancaster County Administration Building

The Committee arrived back to the County Administration Building, 101 North Main Street, Lancaster, South Carolina, by car. During the course of the day, no motions were made, no votes were taken and no decisions were made. Upon arrival back at the County Administration Building, the tour was completed and the special meeting was adjourned.

Respectfully Submitted:

Approved by the I & R Committee

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Chairman

Members of Lancaster County Council
I & R Committee

Larry Honeycutt, District 4, Chairman
Terry Graham, District 1
Billy Mosteller, District 3



**Minutes of the Lancaster County Council Infrastructure and
Regulation Committee Special Meeting**

101 N. Main Street, Lancaster, SC 29720

Tuesday, August 31, 2017

Council Members present were Larry Honeycutt, Terry Graham, Billy Mosteller and Steve Harper. Also present were John Weaver, Steve Willis, Chelsea Gardner and various department heads. A quorum of the Lancaster County I & R Committee was present for the meeting.

The following press were notified of the meeting by e-mail 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 and on the county website for the required length of time.

Call to Order

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

Approval of the agenda

Billy Mosteller moved to approve the agenda. Seconded by Terry Graham. Passed by unanimous vote of 3-0.

Citizens Comments

There were no citizens that came forward for comments.

Discussion / Action Items

- a. Discussion of animal shelters visited – Chesterfield County Animal Shelter and Camden Animal Shelter.

The Council members that viewed both the shelters discuss what they liked and disliked at each location and what they would like to see in Lancaster County's Animal Shelter. Council member Terry Graham gave descriptions of each shelter. Steve Willis, County Administrator spoke about how he liked how the Camden Animal Shelter had the physical separation of the animals that just came in and had to get their shots and vaccinations and then on the other side there were the animals that were ready to be adopted that had already gotten the vaccinations needed. Council member Larry Honeycutt stated that he was informing the Council Chairman Steve Harper about their visit to each of the Shelters and Chairman Harper did a little research and came across the Old Pepsi Plant here in Lancaster County. The owner of the Pepsi plant is in Dallas Texas. They mentioned the Old Pepsi Plant just as a possibility for the Animal Shelter. The RFQ for the architect is prepared and ready to launch but has not been sent out yet. Council member Larry Honeycutt spoke about a piece of County property and getting an architect to look at the property and then go from there with what to do next.

Adjournment

Terry Graham moved to adjourn the I&R Committee meeting. Seconded by Billy Mosteller. The motion to adjourn passed by unanimous vote of 3-0.

Respectfully Submitted:

Approved by the I & R Committee

Chelsea Gardner
Deputy Clerk to Council

Larry Honeycutt, Chairman



TO: Lancaster County Council
Lancaster County Planning Commission
FROM: John L. Weaver, County Attorney
DATE: April 18, 2017
SUBJECT: Avondale Development Agreement (Ordinance 2015-1370) - 1st Amendment

Attached is a revised First Amendment for the Avondale Development Agreement. I've attached the ordinance to approve the First Amendment. Below is the summary which has been modified to reflect the changes made to the First Amendment.

Section-by-Section Summary – First Amendment – Avondale Development Agreement

Section 1. This section is "technical" in nature. It incorporates the recitals (the "whereas" provisions) into the body of the First Amendment.

Section 2. This section amends the definitions section of the Development Agreement. Definitions are added to the Development Agreement for "First Amendment," "Ordinance No. 2017-1441," and "Subsequent Developer" which is D.R. Horton. The new definitions are needed to reflect the changes from the First Amendment.

Section 3. Section 3 amends Section 4.01A of the Development Agreement. As originally approved, the Development Agreement required the Developer to pay the County \$365,000 which the County would then send to the School District. The \$365,000 has been paid by the Developer and the County is holding the money. The School District has approved the use of \$100,000 of the School Payment to pay for a portion of the improvements at the intersection of Calvin Hall Road and Harrisburg Road. The changes to Section 4.01A include acknowledgments that the \$365,000 has been paid to the County and the County's intention to remit \$265,000 of the \$365,000 to the School District. In addition, language is included that acknowledges that both the County and School District are satisfied with evidence of the School District's approval of the use of the \$100,000 for the road improvements. Finally, language is included that commits the County to remit the \$100,000 to the Subsequent Developer.

Section 4. Section 4 amends Section 4.04(A)(1)(e) of the Development Agreement, which is the item that specifically addresses the Developer's obligations relating to the road improvements. Originally, the Developer was required to pay the County \$225,000 which would be used by the County to pay for a portion of the costs of the road improvements. The item also provided for the Developer to provide any land that might be needed for the improvements and that the Developer would be responsible for the construction of any turn lanes that might be needed. The Developer's obligations for the intersection improvements were limited to those described in the preceding sentences. The First Amendment changes the Developer's obligations. First, the Developer is responsible for all costs of the improvements. Second, the

\$225,000 payment to the County is removed because the Developer is now solely responsible for the cost (the monies have not been paid yet and there is now no need to move the money from the Developer to the County and then back to the Developer). Finally, the Developer remains obligated to provide any land needed for the improvements.

Section 5. Section 5 updates the section in the Development Agreement which lists the persons to be provided notice pursuant to the Development Agreement. Specifically, names and addresses are added for the Subsequent Developer (D.R. Horton).

Section 6. Section 6 updates the exhibit in the Development Agreement which lists the laws and development rules that apply to the development. Specifically, the ordinance approving the First Amendment is added to the list.

Section 7. Section 7 requires the County to record the First Amendment within 14 days of its execution.

Section 8. Section 8 includes representations and warranties by the County and Subsequent Developer related to the approval of the First Amendment.

Section 9. Section 9 allows the First Amendment to be executed in counterparts.

Section 10. Section 10 provides that the First Amendment is effective upon its execution.

**TO: The Lancaster County Council and the
Lancaster County Planning Commission**

COPY

FROM: D.R. Horton, Inc. and Sinacori Builders, LLC

DATE: February 21, 2017

In order to meet the public safety concerns at the Harrisburg Road/Calvin Hall Road intersection, D.R. Horton, Inc., the owner of the 166 acre tract known as Avondale located to the southeast of the intersection, and Sinacori Builders, LLC, owner of the 11.302 acre tract located to the northwest of the same intersection, being identified as Parcel 3 on a plat recorded January 18, 2017 in Plat Book 2017 at Page 31, jointly agree to work together in concert to make available at no cost to either Lancaster County or the SCDOT sufficient property on these two parcels so that a vehicular traffic roundabout can be constructed at this intersection.

The roundabout shall be a single lane traffic control project and shall be in alignment with the proposed intersection realignment of Calvin Hall Road with Harrisburg Road. The roundabout shall meet the construction requirements of the SCDOT in all respects and, further, the roundabout shall meet any requirements of the Lancaster County Technical Review Committee.

By making this declaration, it is understood that the construction cost of this roundabout intersection will be shared in the following amounts:

- A. Lancaster County School Board - \$100,000.00.
- B. Lancaster County - \$225,000.00 (those funds indicated in Section 4.04(A)(e)(i) of the Development Agreement between Lancaster County and Sinacori Builders, LLC recorded December 9, 2016.
- C. D.R. Horton, Inc. and/or Sinacori Builders, LLC – the entire remaining balance of the construction cost of the roundabout and associated road improvements.

D.R. Horton, Inc. consents to this declaration and agreement to construct the roundabout being made as a condition of the Planning Commission's approval of Avondale's proposed Master Plan and D.R. Horton, Inc. will take all steps

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necessary to redesign the intersection so as to include the roundabout as a condition of the approval.

Lastly, Sinacori Builders, LLC pledges, without delay or objection, to take all steps necessary so as to amend such sections of the Development Agreement as are appropriate to conform and comply with this declaration.

By the signatures noted below, D.R. Horton, Inc. and Sinacori Builders, LLC each acknowledge that each has full corporate authority to make the declaration(s) noted herein.

Date: 2-13-17

D.R. Horton, Inc.

By: [Signature]

Title: Vice President Operations

Date: 2-13-2017

Sinacori Builders, LLC

By: [Signature]

Title: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2017-1478

AN ORDINANCE

TO APPROVE A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT AVONDALE DEVELOPMENT; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT AVONDALE DEVELOPMENT.

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, codified as 9.2.18 in Chapter 9 of the Unified Development Ordinance (the “Ordinance”), to enter into development agreements with developers;

(b) Council approved a development agreement for the Avondale development between Sinacori Builders, LLC (“Developer”), and the County of Lancaster and that development agreement, dated November 28, 2016, is recorded in the records of the Lancaster County Register of Deeds in Deed Book 1018, Pages 15-42 (the “Development Agreement”);

(c) Developer subsequently assigned it rights under the Development Agreement to D.R. Horton, Inc. (“Subsequent Developer”), pursuant to that certain Assignment and Assumption of Development Agreement dated and recorded January 26, 2017 in the records of the Lancaster County Register of Deeds in Deed Book 1029, Pages 34-38.

(c) the Subsequent Developer has requested Council to approve amendments to the portions of the Development Agreement relating to certain road improvements at the intersection of Calvin Hall Road and Harrisburg Road.

B. It is the purpose of this ordinance to approve an amendment to the Development Agreement with the amendment relating to certain road improvements at the intersection of Calvin Hall Road and Harrisburg Road.

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 Avondale Development between D.R. Horton, Inc., a Delaware corporation and the County of Lancaster (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. 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

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Attest:

Sherrie M. Simpson, Clerk to Council

Planning Commission Public Hearing:	October 17, 2017	(Tentative)
First Reading:	October 23, 2017	(Tentative)
Second Reading:	November 13, 2017	(Tentative)
Council Public Hearing:	November 27, 2017	(Tentative)
Third Reading:	November 27, 2017	(Tentative)

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Exhibit A to Ordinance No. 2017-1478

**First Amendment to the Development Agreement Avondale Development
between
D.R. Horton, Inc., and the County of Lancaster**

See attached.

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(Space above this line for recording use)

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

This **FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE AVONDALE DEVELOPMENT** (“First Amendment”) is made and entered into as of the ____ day of _____ 2017, by and between **D.R. HORTON, INC.**, (“Subsequent Developer”), a Delaware corporation, and the **COUNTY OF LANCASTER** (the “County”), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, the Development Agreement dated November 28, 2016 for the Avondale development was entered into by Sinacori Builders, LLC (“Developer”), a North Carolina limited liability company and the County (the “Development Agreement”). The Development Agreement is recorded in the records of the County Register of Deeds in Deed Book 1018, Pages 15-42;

WHEREAS, Developer subsequently assigned it rights under the Development Agreement to Subsequent Developer, pursuant to that certain Assignment and Assumption of Development Agreement dated and recorded January 26, 2017 in the records of the County Register of Deeds in Deed Book 1029, Page 34-38;

WHEREAS, Subsequent Developer seeks to amend the Development Agreement as it relates to certain road improvements at the intersection of Calvin Hall Road and Harrisburg Road;

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;

WHEREAS, it is the purpose of this First Amendment to amend provisions of the Development Agreement relating to certain road improvements at the intersection of Calvin Hall Road and Harrisburg Road.

FIRST AMENDMENT

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this First Amendment, the receipt and sufficiency of such consideration being acknowledged by the parties, the parties to this First Amendment intending to be legally bound, agree as follows:

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 definitions in Section 1.02 of the Development Agreement are amended by adding definitions for “First Amendment,” “Ordinance No. 2017-____,” and “Subsequent Developer”:

“(7A) ‘First Amendment’ means the First Amendment to the Development Agreement Avondale Development, dated _____, 2017, and approved by passage of Ordinance No. 2017-____.

(10A) ‘Ordinance No. 2017-____’ means Ordinance No. 2017-____ of the County approving the First Amendment.

(15A) ‘Subsequent Developer’ means D.R. Horton, Inc., a Delaware corporation, as successor to the Developer pursuant to an Assignment and Assumption of Development Agreement dated and recorded January 26, 2017 in the records of the County Register of Deeds in Deed Book 1029, Pages 34-38, and its successors in title to the Property who undertake Development of the Property.”

Section 3. Section 4.01A. of the Development Agreement, relating to School Payments, is amended to read:

“Section 4.01A. School Payments. (A) Developer agrees to pay to the County for the benefit of the Lancaster County School District THREE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$365,000.00) on the Effective Date (as defined in Section 5.19 below) (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) County acknowledges (i) receipt from the Developer of the School Payment prior to the date of the First Amendment, (ii) possession of the School Payment as of the date of the First Amendment, and (iii) County’s intention to remit TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$265,000.00) of the School Payment to the Lancaster County School District on a date after the date of the First Amendment.

(C) County and Subsequent Developer each acknowledge that the governing body of the Lancaster County School District has provided County and Subsequent Developer a document,

(D) County agrees to remit ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) of the School Payment to Subsequent Developer to defray a portion of the costs of the improvements to be made at the intersection of Calvin Hall Road and Harrisburg Road.”

“(e) Provided that the realignment of Calvin Hall Road, as described in Section 4.04(A)(1)(b), is approved by the SCDOT as requested by Developer, Developer’s obligations with respect to the intersection of Calvin Hall Road and Harrisburg Road shall be as follows:

(ii) Subsequent Developer is responsible for all costs of any required transportation improvements to the intersection of Calvin Hall Road and Harrisburg Road, including the costs of a roundabout, and is responsible for the completion of the transportation improvements in accordance with the requirements of the SCDOT. For purposes of this item, transportation improvements include a single lane roundabout which shall be aligned with the realignment of the intersection of Calvin Hall Road and Harrisburg Road. The roundabout must meet the construction requirements of the SCDOT and any requirements of the County Technical Review Committee, as established by Section 9.1.3 of the Unified Development Ordinance adopted November 28, 2016.

(iv) Developer and Subsequent Developer shall dedicate at no cost to the County or the State of South Carolina right-of-way from the Property that is reasonably required for the construction and maintenance of the required transportation improvements to intersection of Calvin Hall Road and Harrisburg Road.”

“To the Subsequent Developer: D.R. Horton, Inc.
Attn: Brian Etheridge
8001 Arrowridge Blvd.
Charlotte, NC 28273

24

Attn: Michael R. Ganley
111 Cloister Court, Suite 200
Chapel Hill, NC 27514”

Section 6. 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. 2015-1369, zoning the Property Planned Development District.
2. Ordinance No. 2015-1370, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO is filed in the County Planning Department.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.
7. Ordinance No. 2017-____ approving the First Amendment to this Development Agreement.”

Section 7. County 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 8. (A)(1) The County represents that it has approved this First Amendment by adoption of Ordinance No. 2017-____ in accordance with the procedural requirements of 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, Lancaster County Ordinance No. 663 and any other applicable law.

(2) The County represents that prior to the final reading of Ordinance No. 2017-____ 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.

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

Section 9. 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 10. This First Amendment is effective upon its execution.

IN WITNESS WHEREOF, D.R. Horton, Inc., has caused this instrument to be executed by its duly authorized Division President, all by order and authority duly granted by its corporate board of directors, as of the day and year first above written.

D.R. HORTON, INC.,
a Delaware corporation

Witness #1

By: _____
Brian Etheridge, Division President

Witness #2

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that Brian Etheridge personally appeared before me this day and acknowledged that he is Division President of D.R. Horton, Inc., a Delaware corporation, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said corporation.

Witness my hand and official stamp or seal, this _____ day of _____, 2017.

NOTARY SEAL

Signature of Notary Public
My Commission Expires: _____

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the County of Lancaster, South Carolina, has caused this instrument to be executed by its duly authorized Chair and Secretary, as of the day and year first above written.

**COUNTY OF LANCASTER,
SOUTH CAROLINA**

Witness #1

By:

Steve Harper, Chair, County Council

Witness #2

Witness #1

By:

Larry Honeycutt, Secretary, County Council

Witness #2

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

I, _____, a Notary Public of the County and State aforesaid, certify that Steve Harper personally appeared before me this day and acknowledged that he is Chair of the County Council of Lancaster County, South Carolina, a body politic and corporate, a political subdivision of the state of South Carolina, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said County and that Larry Honeycutt personally appeared before me this day and acknowledged that he is Secretary of the County Council of Lancaster County, South Carolina, a body politic and corporate, a political subdivision of the state of South Carolina, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said County..

Witness my hand and official stamp or seal, this ____ day of _____, 2017.

NOTARY SEAL

Signature of Notary Public

My Commission Expires: _____

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2016018338

DEED NO CHARGE
RECORDING FEES

\$0.00

PRESENTED & RECORDED:

12-09-2016 12:09 PM

JOHN LANE

REGISTER OF DEEDS
LANCASTER COUNTY, SC

By: CANDICE PHILLIPS DEPUTY

BK:DEED 1018

PG:15-42

(Space above this line for recording use)

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

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the 28th day of November, 2016 ("Agreement Date"), by and between **SINACORI BUILDERS, LLC** ("Developer"), a North Carolina limited liability company, and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer has obtained the right to acquire certain real property consisting of approximately 179.35 acres, more or less, located between Calvin Hall Road and Harrisburg Road in the Indian Land section of the County and known as the Avondale development.

WHEREAS, Developer has submitted an application to the County requesting that the property comprising the Avondale development be rezoned to Planned Development District.

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

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

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

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

ARTICLE I

GENERAL

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

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

- (1) “Act” means the South Carolina Local Government Development Agreement Act, codified as Sections §§ 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended.
- (2) “Agreement” means this Development Agreement.
- (2A) “Agreement Date” means the date of this Agreement as set forth above.
- (3) “County” means the County of Lancaster, a body politic and corporate, a political subdivision of the State of South Carolina.
- (4) “County Council” means the governing body of the County.
- (5) “Developer” means Sinacori Builders, LLC, a North Carolina limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.
- (6) “Development Rights” means the right of the Developer to develop all or part of the Property in accordance with this Agreement.
- (7) Reserved.
- (8) “Laws and Land Development Regulations” means the County’s applicable rules and regulations governing development of real property as set forth on Exhibit E hereto. A copy of the Laws and Land Development Regulations, as of the Agreement Date, is on file in the County Planning Department.
- (9) “Ordinance No. 663” means Ordinance No. 663 of the County which is cited as the Development Agreement Ordinance for Lancaster County, South Carolina.
- (10) “Ordinance No. 2015-1369” or “PDD-27” means Ordinance No. 2015-1369 of the County zoning the Property Planned Development District.

(11) "Ordinance No. 2015-1370" means Ordinance No. 2015-1370 of the County approving this Agreement.

(12) "Parties" means County and Developer.

(13) Reserved.

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

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

(16) "UDO" means Ordinance No. 309, as amended, as of the Agreement Date and which is cited as the Unified Development Ordinance of Lancaster County. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County.

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

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

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

Section 1.05. Zoning. The Property is zoned Planned Development District pursuant to Ordinance No. 2015-1369.

Section 1.06. Permitted Uses. (A) PDD-27 provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the standards contained in PDD-27 apply and if no specific standard is contained in PDD-27, then the standards contained in the UDO apply.

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

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

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if

the Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions.

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

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

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

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

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

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

Section 1.11. Required Information. Ordinance No. 663 requires a development agreement to include certain information. Exhibit D contains the required information or identifies

where the information may be found in this Agreement. Exhibit D is incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 2015-1370 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2015-1370 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer. (A) Developer represents that the number of acres of highland contained in the Property is twenty-five (25) or more, the same being approximately one hundred and seventy-nine and 35/100s (179.35) acres.

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

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

ARTICLE III

DEVELOPMENT RIGHTS

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in PDD-27, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

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

(E)(1) 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 PDD-27 and the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(2) To the extent that PDD-27 may contain zoning and development standards which conflict with zoning and development standards in the UDO, the standards contained in PDD-27 supersede all other standards and PDD-27 is deemed controlling except as provided in subsection (E)(1).

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

Section 3.01A. Buffer/Berm Variances Allowed. Two variances from the buffer standards are hereby granted. First, a variance to allow a reduction in the width of the required buffer located in Village C adjacent to the southernmost access road into the Development from Harrisburg Road has been provided as more particularly depicted on the Entrance Buffer Reduction Detail on the Master Plan (the "Detail"). The Master Plan is contained in Exhibit F, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. As provided on the Detail, Developer shall be required to install a minimum 6 foot tall wall on the north and south sides of the access road within the reduced buffer area. More specifically, the minimum width of this buffer shall be 10 feet as more particularly depicted on the Detail due to the width of that portion of the Property. Second, a variance has been provided to eliminate the requirement that a berm be installed within the 30 foot landscaped buffer to be established on the frontage of all roads.

Additionally, with respect to the buffer to be located along the northern boundary line of Village A along the common property line of Village A and Tax Parcel No. 0005-00-018 (the Harrisburg Elementary School site), in the event that the County accepts the conveyance of Village A from Developer, that portion of the buffer located along the common property line of Village A and Tax Parcel No. 0005-00-018 shall not be required and may be eliminated at the option of the County.

Section 3.01B. Sidewalks. Developer agrees to include sidewalks on Calvin Hall Road, Harrisburg Road, and within the development. The sidewalks on Calvin Hall Road and Harrisburg Road will be built in coordination with the South Carolina Department of Transportation's road section requirements and shall be built to a width of six (6) feet. The responsibility of maintaining

those sidewalks shall rest with the Property Owners Association. The sidewalk construction requirement on Calvin Hall Road and Harrisburg Road is limited to the areas where Calvin Hall Road and Harrisburg Road abut the Developer's Property identified herein that the Developer controls. At the Developer's discretion, sidewalks may be built within the Project's buffer areas, including the 30 foot landscaped buffer to be established on the frontage of all roads. The purpose for the sidewalks is to promote the walkability of the development.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.01A. School Payments. Developer agrees to pay to the County for the benefit of the Lancaster County School District THREE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$365,000.00) on the Effective Date (as defined in Section 5.19 below) (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.

Section 4.01B. Funds for Public Safety. Developer agrees to pay to the County SEVEN HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$730,000.00) on the Effective Date (as defined in Section 5.19 below) (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 4.01C. Dedication of Institutional Land. Subject to the terms of this Section 4.01C., Developer hereby offers for dedication and conveyance to the County that approximately ten (10) acre portion of the Development designated as Village A on the Master Plan (the “Institutional Land”) for civic, institutional, park and/or recreation uses. The Institutional Land is intended to be developed by the County or its designee for civic, institutional, park and/or recreation uses and is being provided by Developer as a means of satisfying the commercial development requirement set out in Section 13.12.1.11(d) of the UDO. (This is in addition to Village B, which on its own shall satisfy this commercial development requirement). County may accept this offer for the dedication and conveyance of the Institutional Land by Developer only after the Effective Date of this Agreement (as defined below in Section 5.19 hereof), and County must accept this offer by written notice to Developer pursuant to Section 5.01 hereof within fifteen (15) days of the Effective Date or this offer will expire and become null and void. County and Developer acknowledge that the decision of the County to accept this offer for the dedication and conveyance of the Institutional Land is a discretionary decision for County Council. If the County determines to accept the dedication and conveyance of the Institutional Land within the time period set out above, then Developer shall convey the Institutional Land to the County free of any encumbrances and by way of a general warranty deed conveying marketable and insurable title to the County within thirty (30) days of the date on which County notifies Developer in writing that County accepts Developer’s offer to dedicate and convey the Institutional Land to County. No recycling centers, convenience site or trash or solid waste transfer stations or similar type of land uses can be included as an eligible land use on the Institutional Land.

If the County should, in its discretion, decide not to accept the Institutional Land or shall fail to timely accept the offer such that the offer expires, then Developer shall be permitted, in its discretion, to retain the Institutional Land and either remove it from the PDD-27 or keep it in the PDD-27 and combine the Institutional Land with Village B, the Mixed Use Village. In the event that Developer determines to keep the Institutional Land in the PDD-27 and to combine it with Village B, then the Institutional Land may be developed with a freestanding building containing a maximum of 6,500 square feet of gross floor area devoted to commercial, retail and service uses that are accessory to and in support of the senior uses described in Section 8 of the PDD-27 Ordinance. This 6,500 square feet of gross floor area on the Institutional Land shall be in addition to the 15,000 square feet of gross floor area that may be developed in Village B and devoted to commercial, retail and service uses in support of the senior uses.

If the County should, in its discretion, decide not to accept the Institutional Land or shall fail to timely accept the offer such that the offer expires, then Developer shall nonetheless be deemed by the County to have satisfied the commercial development requirement of Section 13.12 of the UDO because of Developer’s planned use of Village B.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than December 31, 2016, for the County’s reasonable unreimbursed actual costs related to this Agreement. The foregoing cost

reimbursement is capped at seventeen thousand five hundred dollars (\$17,500.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

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

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

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

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

(b) The Master Plan calls for the realignment of Calvin Hall Road, a state road that is not a road within the Property. The Developer is responsible for obtaining approval from the SCDOT for the proposed realignment of Calvin Hall Road. Developer shall be responsible for the costs associated with the realignment of Calvin Hall Road and for the completion of the realignment project in accordance with the requirements of the SCDOT.

(c) Developer shall cause to be prepared a traffic impact analysis conducted and sealed by a licensed South Carolina professional engineer. Excluding any road or transportation improvements at the intersection of Calvin Hall Road and Harrisburg Road, which intersection is addressed in Section 4.04(A)(1)(e) below, any road improvements that are determined to be necessary, based on the results of the traffic impact analysis, shall be incorporated into the final site plan prior to County approval and the Developer is responsible for all costs of the road improvements. The traffic impact analysis shall be reviewed by the County and in conjunction with the SCDOT. If a County-level traffic planner is not available to review the traffic impact analysis at the time of submittal, the County may choose to hire a third-party consultant to assist in this review. The cost of the traffic impact analysis, including any additional reviews requested by the County, shall be paid by the Developer. Improvements set forth in the traffic impact analysis may be installed based on a phasing study prepared by a licensed South Carolina professional engineer at the expense of Developer. The installation of new traffic signals or improvements to existing traffic signals shall be based on warrant studies conducted by a licensed South Carolina professional engineer at established specific times and at the expense of Developer.

(d) Excluding the intersection of Calvin Hall Road and Harrisburg Road, which intersection is addressed in Section 4.04(A)(1)(e) below, if a signalized intersection is required by the traffic impact analysis, or additional poles are required at an existing signalized intersection, a mast-arm traffic signal shall be installed. At a minimum, the standard metal mast-arm poles used by Duke Energy Corporation shall be installed. Complete cost of the installation of the mast-arm traffic signal shall be paid by Developer. Developer shall furnish a financial guarantee, acceptable to the County in its discretion, to cover future repairs and replacement of the mast-arm traffic signal. Developer may transfer its obligation for future repairs and replacement for the mast-arm traffic signal to a homeowners' or property owners' association, or similar organization.

(e) Provided that the realignment of Calvin Hall Road as described in Section 4.04(A)(1)(b) is approved by the SCDOT as requested by Developer, Developer's obligations with respect to the intersection of Calvin Hall Road and Harrisburg Road (the "Intersection") shall be as follows:

(i) Developer shall pay to the County TWO HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00) (the "Intersection Improvement Payment"), which Intersection Improvement Payment shall be applied by the County towards the cost of any required transportation improvements to the Intersection, excluding turn lanes in the event that a roundabout is not installed at the Intersection, which turn lanes are addressed below. Transportation improvements may include a roundabout and/or traffic signals, among other things. Any required transportation improvements shall be constructed and installed by entities other than Developer. The Intersection Improvement Payment shall be paid by Developer to the County prior to the issuance of the first certificate of occupancy for a new building constructed on the Property.

(ii) In the event that a roundabout is not constructed at the Intersection, then Developer shall be responsible for the construction of any required turn lanes at the Intersection.

(iii) Developer shall dedicate at no cost to the County or the State of South Carolina right of way from the Property that is reasonably required for the construction and maintenance of the required transportation improvements to the intersection of Calvin Hall Road and Harrisburg Road.

The items set out above shall be Developer's sole obligations with respect to transportation improvements at the Intersection.

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

(3) Developer agrees to maintain the landscaping at the entrance to the Property and obtain any necessary easements therefor from the SCDOT. Developer's obligation to maintain the landscaping is limited to mowing and planting of grass, trimming and planting of shrubs, trees and other vegetation, and maintenance and operation of any associated irrigation system. County

agrees to cooperate with Developer in obtaining an easement or other related approvals. Developer may transfer its maintenance obligation to a homeowners' or property owners' association, or similar organization.

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

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

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

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

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

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

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

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

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

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

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

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

Section 4.05. Reserved.

Section 4.05A. Final Plat Approval. Notwithstanding any other provision of this Agreement, PDD-27 or the UDO, Developer agrees that prior to seeking final plat approval: (i) all water and sewer infrastructure for the area that is the subject of the final plat shall be installed by the Developer and subsequently tested, inspected, and found to be in acceptable condition by the applicable water or sewer provider, and (ii) the appropriate permits from DHEC have been obtained by the Developer for storm water management and the Developer shall provide proof that DHEC has issued the appropriate permits.

Section 4.06. Reserved.

ARTICLE V

MISCELLANEOUS

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

address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

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

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

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

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

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

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

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

Section 5.03. Periodic Review. At least every twelve (12) months, the Chief Zoning Officer for the County or the designee of the Chief Zoning Officer for the County, or the successor to 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 Chief Zoning Officer for the County finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Chief Zoning Officer for the County shall serve notice in writing, within a reasonable time after making the finding and determination of a material breach, upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time in which to cure the material breach.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect on that date when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer (the "Effective Date"). If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m. on that date that is seventy (70) days after the date on which this Agreement is approved by the Lancaster County Council, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

[SIGNATURES ON FOLLOWING PAGES]

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

WITNESSES:

DEVELOPER:

Chelsea Gardner

SINACORI BUILDERS, LLC,
a North Carolina Limited Liability Company

By: [Signature]

Name: Russell Sinacori

Title: MANAGER

Date: 12-8-2016

[Signature]

STATE OF SC)
COUNTY OF LANCASTER)

PROBATE

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

Chelsea Gardner

First Witness Signs Again Here

Seal

SWORN to before me this
8 day of Dec., 2016.

[Signature]
Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: 1-24-2017

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA




By:


Bob Bundy, Chair, County Council

Date:

12-9-2016




By:


Steve Harper, Secretary, County Council

Date:

12/09/2016





STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF LANCASTER)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named County of Lancaster 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
9 day of Dec, 2016.



Notary Public Signs AS NOTARY

Notary Public for the State of South Carolina

My Commission Expires: 12/28/2016

Exhibit A
Property Description

Avondale Development

Tax Map No. 1 – 0005-00-077.00
Tax Map No. 2 – 0005-00-076.00
Tax Map No. 3 – 0005-00-075.01
Tax Map No. 4 – 0005-00-075.00
Tax Map No. 5 – a portion of 0005-00-074.03
Tax Map No. 6 – 0005-00-093.04
Tax Map No. 7 – 0005-00-093.05
Tax Map No. 8 – 0005-00-092.00
Tax Map No. 9 – 0005-00-091.03
Tax Map No. 10 – 0005-00-091.00
Tax Map No. 11 – 0005-00-089.00
Tax Map No. 12 – 0005-00-089.01
Tax Map No. 13 – 0005-00-083.00
Tax Map No. 14 – 0005-00-079.01
Tax Map No. 15 – 0005-00-078.00

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Exhibit B

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.

Exhibit C
Development Schedule

	<u>Begin</u>	<u>End</u>
Engineering and Permitting	July 1, 2017	February 28, 2018
Phased Land Development	March 1, 2018	November 30, 2021
Home Construction Starts	September 1, 2018	December 31, 2024
Year 1 Home Closings – Approx. 146 per year	January 1, 2019	December 31, 2019
Year 2 Home Closings – Approx. 146 per year	January 1, 2020	December 31, 2020
Year 3 Home Closings – Approx. 146 per year	January 1, 2021	December 31, 2021
Year 4 Home Closings – Approx. 146 per year	January 1, 2022	December 31, 2022
Year 5 Home Closings – Approx. 146 per year	January 1, 2023	December 31, 2023

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

NOTE: County and Developer acknowledge that development of the Property is limited to seven hundred and thirty (730) residential units, comprising: Up to 365 single-family detached units, up to 165 multi-family townhomes, and up to 200 multi-family senior residences, as further described in the PDD-27, see Sections 6, 7, 8 and 11, and the Master Plan for PDD-27.

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Exhibit D
Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Developer has contractual rights to acquire the Property and, following acquisition, Developer shall be the only legal and equitable owner of the Property. As of the Agreement Date, the legal owners of the Property are Hawfield Trust (Tax Map No. 0005-00-077.00); Hawfield Group LLC (Tax Map No. 0005-00-076.00); Withers (Tax Map No. 0005-00-075.01); Withers (Tax Map No. 0005-00-075.00); Moore (portion of Tax Map No. 0005-00-074.03); Hood (Tax Map No. 0005-00-093.04); Devinney (Tax Map No. 0005-00-093.05); Hudson (Tax Map No. 0005-00-092.00); Patterson, Alan (Tax Map No. 0005-00-091.03); Smith (Tax Map No. 0005-00-091.00); Harvell (Tax Map No. 0005-00-089.00); Harvell (Tax Map No. 0005-00-089.01); Patterson, Carl (Tax Map No. 0005-00-083.00); Blakely (Tax Map No. 0005-00-079.01); and Owsley (Tax Map No. 0005-00-078.00).

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

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

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

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

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

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* See Section 4.01C and Section 4.04(A)(1)(e). Developer also agrees to comply with all applicable environmental laws.

(H) a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. See Section 3.04.

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

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

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

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

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

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

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

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

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

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

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

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

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

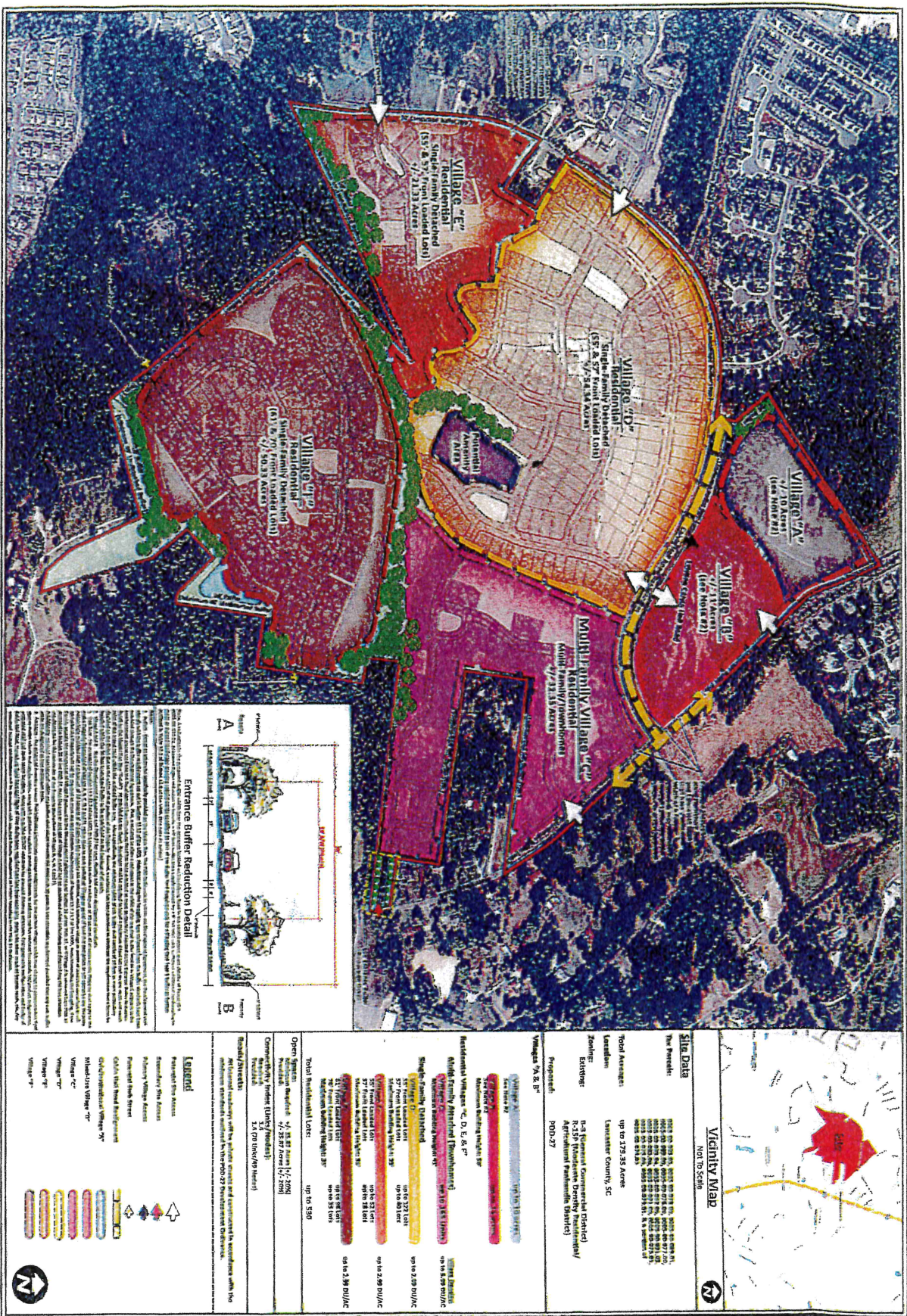
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Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 2015-1369, zoning the Property Planned Development District.
2. Ordinance No. 2015-1370, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO is filed in the County Planning Department.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

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Exhibit F
Master Plan



Site Data

Proposed: PDD-27

Location: Lancaster County, SC

Owner: R-157 (Lancaster County Planning/Aggregating Partnership, Inc.)

Project: PDD-27

Map: 1/21.33 Acres

Legend:

- Residential Village A
- Residential Village B
- Residential Village C
- Residential Village D
- Residential Village E
- Residential Village F
- Multi-Family Village
- Amenity Area

Graphic Scale

0 100 200 300

1 inch = 200 feet

North Arrow

Scale: 1 inch = 200 feet

Graphic Scale

0 100 200 300

1 inch = 200 feet

Legend

- Residential Village A
- Residential Village B
- Residential Village C
- Residential Village D
- Residential Village E
- Residential Village F
- Multi-Family Village
- Amenity Area

Graphic Scale

0 100 200 300

1 inch = 200 feet

Legend

- Residential Village A
- Residential Village B
- Residential Village C
- Residential Village D
- Residential Village E
- Residential Village F
- Multi-Family Village
- Amenity Area

Graphic Scale

0 100 200 300

1 inch = 200 feet



SINACORI BUILDERS
PDD-27

Avondale

Preliminary Master Plan

Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Hal Hiott/ Kim Hill
Department:	Parks & Recreation/ Finance
Date Requested to be on Agenda:	October I&R Committee Meeting October Administration Committee Meeting

Issue for Consideration:

Hospitality Tax funds for Buford Recreation Center.

Points to Consider:

Buford Recreation was identified as the primary site for use of Hospitality Tax funds to make the major sites "tournament ready" for use in travel ball/ tournaments/ etc. There was no amount specified while needs were determined and cost estimates obtained. The following are estimates but Procurement has not yet bid out the items.

The Parks and Recreation Commission recommends the approval of the following items:

Lighting of exterior ball fields - \$360,000

Field irrigation - \$35,000

Fencing of soccer fields - \$30,000

This is not all the work to be done at Buford but is the primary list of items as identified and within budget estimates. The second priority item was paving of the parking lot (currently gravel) but that will need to be considered in the next budget due to estimated costs.

Funding and Liability Factors:

Funding items are identified above. The fencing will reduce liability as it will prevent soccer balls from rolling into the adjoining parking area. There will need to be a resolution to transfer these funds. The majority of the hospitality funds were budgeted to go into reserves. They will need to be transferred to an expenditure account so the money can be spent.

Council Options:

If the Committees recommend proceeding Kim will prepare a budget amendment at a later date.

Staff Recommendation:

Proceed as recommended by the Parks and Recreation staff and Commission.

Committee Recommendation:

To be determined.